AGENDA

GULFPORT CITY PLANNING COMMISSION MEETING

CITY HALL COUNCIL CHAMBERS

THURSDAY, SEPTEMBER 22, 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 - August 25, 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. **Final Plat 2209PC160:**

Final Plat 2209PC160, by owners Necaise Land L.P. & Dennis Stieffel, tax parcels 0807I-01-001.052 & 0807I-01-001.053, Approval of Final Plat for 3-lot subdivision (The Hunington Phase 4), Three Rivers Rd, Zoned R-1-15, (Single-family), Ward 7

2. <u>Planning Commission Approval 2209SE161:</u>

Planning Commission Approval 2209SE161, by agent Garlon Pemberton, tax parcel 1010H-02-030.000, Request automotive sales use, 2137 E. Pass Road, Zoned B-1 (Neighborhood Business), Ward 2

3. <u>Resubdivision 2209PC162:</u>

Resubdivision 2209PC162, by owner Michael Morken, Divide into two new parcels, tax parcel 0811E-03-043.000, 1723 31st Ave, Zoned T3 (Sub-Urban Zone), Ward 2

4. <u>Zoning Map Amendment 2209PC166:</u>

Zoning Map Amendment 2209PC166, by agent Donovan Scruggs, tax parcels 0809I-01-020-000, 0809I-01-021.000, Request to rezone property from B-2 (General Business) to I-2 (Heavy industry districts), 9506 and 9524 Creosote Rd. Zoned B-2 (General Business), Ward 3

5. <u>Planning Commission Approval 2209PC167:</u>

Planning Commission Approval 2209PC167, by owner Danyel Nichols, tax parcel 0710H-04-048.000, Requests a duplex use, Zoned R-1-5 (Single-family), Pear St & Hawthorn St, Ward 3

6. <u>General Plan 2209PC168:</u>

General Plan 2209PC168, by agent Heinrich and Associates, tax parcels 1009O-02-002.015 &1009O-02-002.000, Approval of a General Plan for 10-Lot subdivision (Bayou Plantations Subdivision Phase 2), Bayou Plantation Ln, Zoned R-2 (Single-family), Ward 5

7. <u>Planning Commission Approval 2209PC169:</u>

Planning Commission Approval 2209PC169, by owner Gregory Pittman, tax parcel 0810E-01-041.000, Requests mobile home use, 8250 Indiana Ave, Zoned R-1-5 (Single-family), Ward 3

8. <u>Planning Commission Approval 2209PC170:</u>

Planning Commission Approval 2209PC170, by agent Randy Kirby, tax parcel 0809N-03-006.002, Requests a medical cannabis dispensary use, 9113 Hwy 49, Zoned B-4 (Highway business), Ward 3

9. <u>Zoning Text Amendment 2209PC171:</u>

Zoning Text Amendment 2209PC171, by Lauren Illing, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases Medical cannabis Establishment and Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses Medical Cannabis Dispensary

10. <u>Resubdivision 2209PC172:</u>

Resubdivision 2209PC172, by owners Nicholas Shay, Ronald David Brown, Leah Simon, & Carlos Gautreaux, tax parcel 0811L-04-122.000, Divide into two new parcels, 1301 31st Ave, Zoned T4+ (General Urban Zone "Plus"), Ward 2

11. <u>General Plan 2209PC173:</u>

General Plan 2209PC173, by owner C&G Holdings, LLC, tax parcel 1010M-01-013.001, Requests approval for a 75-lot Zero Lot Line subdivision (Gulf Grove), Cowan Rd, Zoned T4+ (General Urban Zone "Plus") and T4L (General Urban Zone "Limited"), Ward 2

G4. <u>Other Business</u>

H. Adjournment

MINUTES

GULFPORT CITY PLANNING COMMISSION

Thursday, August 25, 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
TIM DAIGLE JR.
KEITH WILLIAMS
CHARLIE HEWES
BRANDON ELLIOTT
HAROLD SPANN
VIRGINIA ADOLPH
GARLON PEMBERTON

BOARD MEMBERS ABSENT:
DOUG HANCOCK
BJ SELLERS
JOHN ANTHONY

STAFF MEMBERS PRESENT:
GREG HOLMES
CORY LONG
SU-LIN FEATHERSTON
LESLIE ERVIN
CHRISTINA HIGHSMITH

COURT REPORTER:
NORMA SOROE

E. Confirmation of Agenda:

F. Adoption of Minutes:

A **motion by Tim Daigle Jr.** to approve Minutes of the **July 28, 2022,** meeting was **seconded by Harold Spann** 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. <u>Routine Agenda</u>

1. <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

Speaking for the Petition: Leslie North

Speaking against the Petition: None

Motion: Mr. Hewes

Second: Mrs. Adolph

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

Action: Motion carries unanimously

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

Speaking for the Petition: Charles Bourque

Speaking against the Petition: Shawn Mei

Motion: Mr. Pemberton

Second: Mr. Jones

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

Action: Motion carries unanimously

3. <u>Planning Commision 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

Speaking for the Petition: David "Chad" Reimann

Speaking against the Petition: None

Motion: Mr. Elliott

Second: Mr. Spann

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

Action: Motion carries unanimously

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

Speaking for the Petition: Ted Miller

Speaking against the Petition: None

Motion: Mrs. Adolph

Second: Mr. Spann

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

Action: Motion carries unanimously

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), 0 Three Rivers Road, Ward 5

Speaking for the Petition: Kenneth Jones

Speaking against the Petition: Melissa Van Etten, Eddie Newman

Motion: Mr. Elliott

Second: Mr. Pemberton

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

Action: Motion carries unanimously

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

Speaking for the Petition: Virgil Gillespie, Peter Vicari, Lenny Sawyer

Speaking against the Petition: Roger Brunell, Gene Davis, Bernie Cyrus, Caorlie Perkins, Rebecca Davis, Mark Mayer, Ronald Ross, Stephen Peller, Rebecca Kershaw

Motion: Mr. Hewes with the condition that parcels located in/on Georgia Place was removed from rezoning.

Second: Mr. Pemberton

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

Action: Motion carries unanimously

7. <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

Speaking for the Petition: Robert Heinrich

Speaking against the Petition: None

Motion: Mr. Jones

Second: Mr. Spann

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

Action: Motion carries unanimously

8. <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

Speaking for the Petition: Nick Gant

Speaking against the Petition: None

Motion: Mr. Spann

Second: Mr. Daigle

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

Action: Motion carries unanimously

9. <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

Speaking for the Petition: Kenneth Simmons

Speaking against the Petition: None

Motion: Mrs. Adolph

Second: Mr. Jones

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

Action: Motion carries unanimously

10. <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

Speaking for the Petition: Brax Clark

Speaking against the Petition: None

Motion: Mr. Elliott

Second: Mr. Hewes

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

Action: Motion carries unanimously

11. Special Exception 2209SE156

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

Speaking for the Petition: Demetra Birch

Speaking against the Petition: None

Motion: Mr. Hewes

Second: Mr. Spann

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

Action: Motion carries unanimously

H. Other Business

I. Adjournment

There being no further business, a Motion was made by **Virginia Adolph** to adjourn, seconded by **Brandon Elliott** and carried unanimously. The meeting adjourned at **6:21 pm.**

_____ Date: _____

WILLIAM PRINCE JONES, Secretary

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: September 22, 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: September 22, 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: September 22, 2022

Re: Routine Agenda

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: September 22, 2022

Re: **<u>Final Plat 2209PC160:</u>**

Final Plat 2209PC160, by owners Necaise Land L.P. & Dennis Stieffel, tax parcels 0807I-01-001.052 & 0807I-01-001.053, Approval of Final Plat for 3-lot subdivision (The Hunington Phase 4), Three Rivers Rd, Zoned R-1-15, (Single-family), Ward 7

Technical Report

Final Plat
(The Huntington Phase IV)

GENERAL INFORMATION

Case File Number: 2209PC160

Hearing Date: September 22, 2022

Current Zoning/Use: R-1-15 / Vacant Property

Legal: Final Plat 2209PC160, by owners Necaise Land L.P. & Dennis Stieffel, tax parcels 0807I-01-001.052 & 0807I-01-001.053, Approval of Final Plat for 3-lot subdivision (The Hunington Phase 4), Three Rivers Rd, Zoned R-1-15, (Single-family), Ward 7

TECHNICAL DETAILS

The applicant requests approval of a Final Plat to create a 3-lot subdivision named The Huntington Phase Four, which is a combination of and buffer strip of the outparcel from The Huntington Phase One subdivision. This new subdivision is a continuation of The Huntington residential development.

Regulations state that the minimum property size for new single-family home in this zoning district is 15,000 square feet with a front yard setback of 25 feet and a side and rear yard setback of 15 feet; these are not properly indicated on the application plat. The proposed properties range from 23,951 to 54,394 square feet.

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. There are no statements about the covenants as required by ordinance and application.

EXECUTIVE SUMMARY

This application has several issues and may achieve better results through an urban development-design review meeting. Nevertheless, a key component of this review is the buffer strip of land (parcel 0807I-01-001.053) that is consumed by this application. The comprehensive plan indicates that Three Rivers Road was designated to become a Major Thoroughfare and by subdivision regulations is required to have a larger right-of-way. The purpose of these buffer strips is to allow for the City to purchase these when the funding is in place and not have to acquire and demolish a home to expand roadways. Review of the plat would put a proposed building 5 feet into the previously planned and provided buffer.

Any approval should consider these conditions:

1. That a 30-foot buffer be continued, even if as an easement, and the setbacks begin 25 feet after the buffer strip.
2. The planning commission grants a waiver on the maximum allowed width to depth ratio of 1:3.5 feet.

D.M

3. Any protected trees need to be preserved and protected.

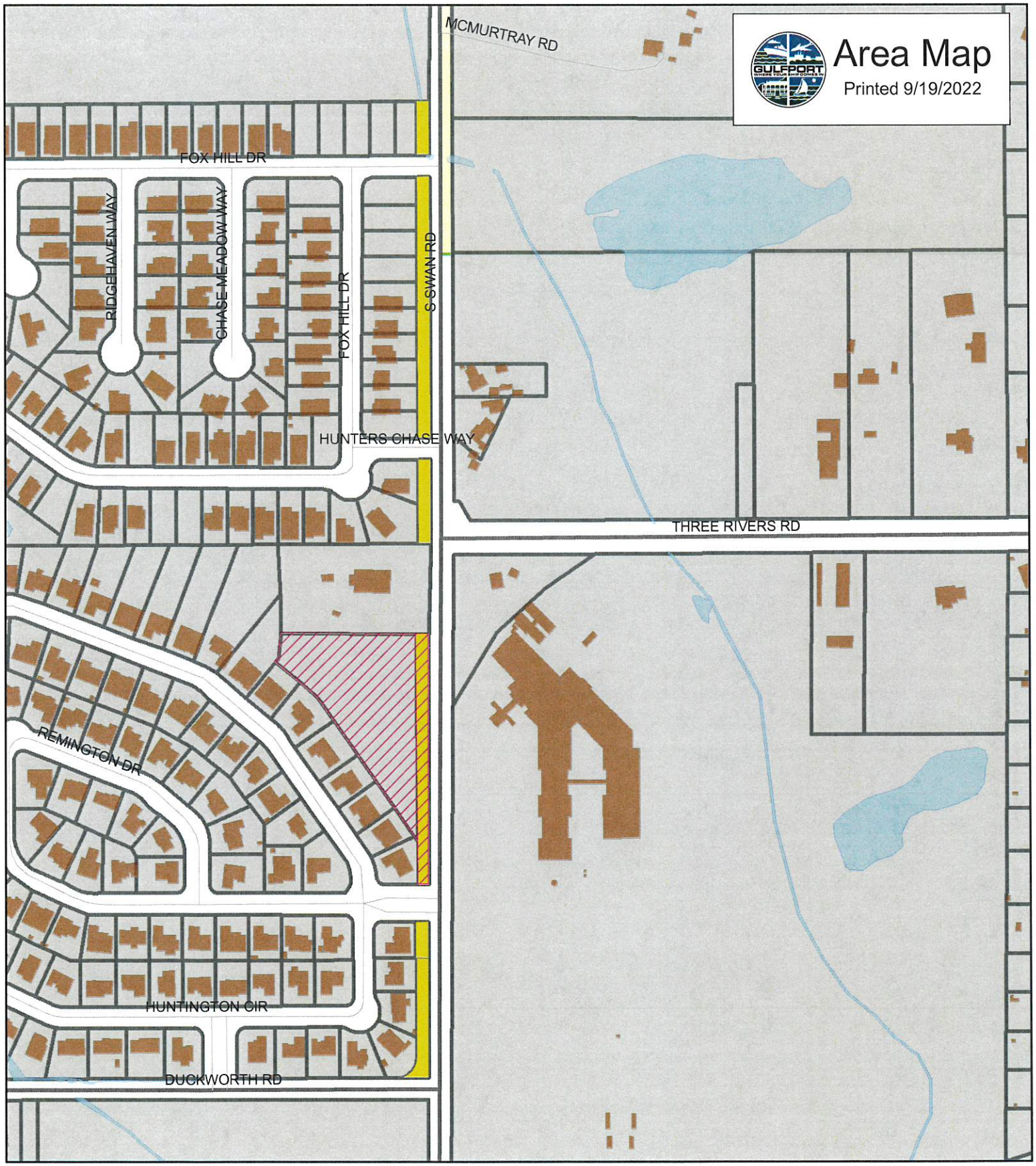
DEPARTMENTAL CONDITIONS

Engineering:	No conditions. Memo dated 09/12/2022.
Public Works:	No conditions. Memo dated 09/12/2022.
Traffic and Safety:	No comments as of 9/12/2022.
Building Code Services:	No conditions. Memo dated 09/12/2022.
GIS:	No conditions. Memo date 09/12/2022.
Police Department:	No conditions. Memo dated 09/07/2022.
Fire Department:	No conditions. Memo dated 09/08/2022.
City Arborist:	Any protected trees need to be preserved and protected. Memo dated 09/07/2022.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

_____
Greg Pietrangelo
Director of Urban Development Department



Subject Properties
Buffer Strips
Parcels
Collector
Minor/Residential
WaterFeatures

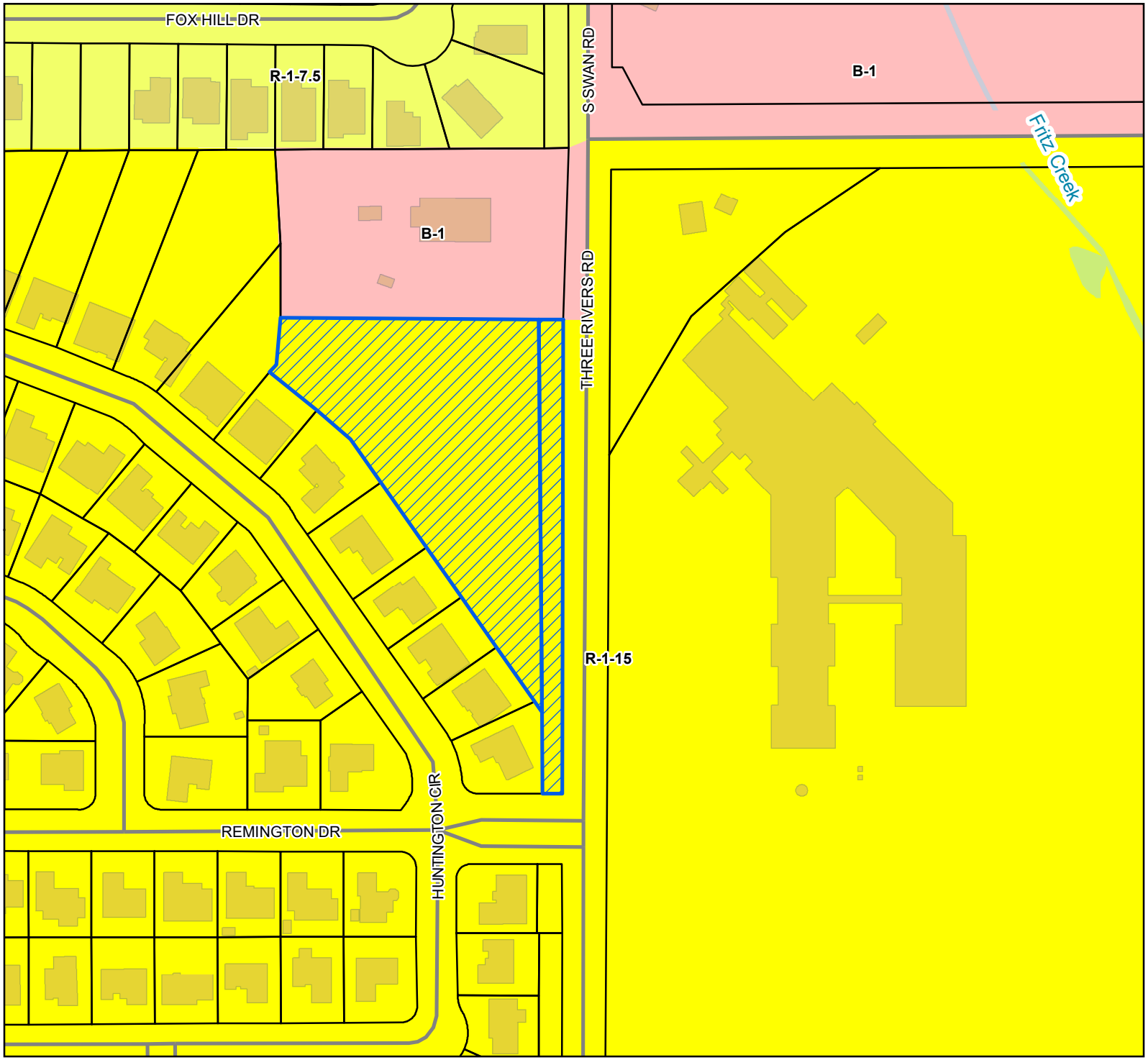
N
W
E
S

1 inch = 300 feet

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

2209PC160

Final Plat



Site
Street
Parcels
Buildings
Water Features

Zoning

B-1 - Neighborhood Business District

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

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

Site Information

0807I-01001.052
0807I-01-001.053
Zoning: R-1-15 (Single-family Residence)
Size: 99,604 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 FINAL PLAT

For Staff Use Only

Case File #: 2209PC160

Date Received: 07/25/2022

Receipt #: _____

Received By: _____

Zoning: _____

Ward: _____ Flood: _____

Size: _____

(If necessary, use separate sheet of paper)

Property Information

TAX PARCEL #

0	8	0	7	I	–	0	1	–	0	0	1	●	0	5	2
0	8	0	7	I	–	0	1	–	0	0	1	●	0	5	3
					–			–				●			

Address of Property Involved: Three Rivers Road just south of South Swan Road

Lot(s) n/a, Block(s) n/a, Subdivision n/a

General Location: West side of Three Rivers Road just south of south end of South Swan Road

GENERAL DESCRIPTION OF REQUEST:

Subdivide 2.29 acres into 3 single-family residential lots.

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

Necaise Land LP
Printed Name Of Owner

2809 Pace Bend Road
Mailing Address

Spicewood | TX | 78669
City | State | Zip code

(228) 806-6902 (Cell)
Home Phone | Work/Cell Phone

necaiselandlp@gmail.com
Email

Cheryl Seay, GENERAL PARTNER
Signature Of Owner

Owner ~~Agent~~

Dennis Stieffel
Printed Name Of Agent

13061 Shriners Blvd., Suite C
Mailing Address

Biloxi | MS | 39532
City | State | Zip code

(228) 392-1638 (Office) | (228) 860-8161 (Cell)
Home Phone | Work/Cell Phone

dennis@dsaeng.net
Email

Dennis Stieffel
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) NECAISE LAND, LP

ADDRESS (STREET, CITY, STATE, ZIP CODE 2809 PACE BEND RD. S, SPICEWOOD, TX, 78669

PHONE # (H) _____ (W) 228-806-6902

TAX PARCEL NUMBER(S) OWNED 08071-01-001.052, 08071-01-001.053

SIGNATURE: Cheryl Seay, GENERAL PARTNER

NAME OF OWNER (PRINT) DENNIS STIEFFEL

ADDRESS (STREET, CITY, STATE, ZIP CODE 13061 SHRINERS BLVD, STE C, BILOXI, MS 39532

PHONE # (H) 228-860-8161 (CELL) (W) 228-392-1638 (OFFICE)

TAX PARCEL NUMBER(S) OWNED 0807I-01-001.052, 0807I-01-001.053

SIGNATURE: Dennis Stieffel

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: _____

AFFIDAVIT

Date: JULY 15, 2022

My legal name is CHERYL SEAY ("Affiant") and acknowledge I am:

- Age: 65
- Address: 2809 PACE BEND RD. S
- Residency: SPICEWOOD, TX 78669

Being duly sworn, hereby swear under oath that:
There are no restrictive or protective covenants prohibiting the resubdivision of the property contained within Tax Parcels 0807I-01-001-052 & 0807I-01-001.053.

Under penalty of perjury, I hereby declare and affirm that the above-mentioned statement is, to the best of my knowledge, true and correct.

Affiant's Signature: Cheryl Seay Date: 7-15-22

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of TEXAS
County of WILLIAMSON

On JULY 15, 2022 before me, BALDEMAR HINOJOSA, personally appeared CHERYL SEAY who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of TEXAS that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Baldemar Hinojosa (Seal)

NOTARY PUBLIC STATE OF TEXAS
Baldemar Hinojosa
My Commission Expires
1/21/2026
Notary ID
133544556

RESOLUTION OF LIMITED PARTNERSHIP

(CERTIFIED COPY)

I hereby certify that Cheryl E. Seay is General Partner of Necaise Land, Limited Partnership, a Mississippi Limited Partnership; that the following is a true and correct copy of resolutions in accordance with the terms of the Partnership.

Be it resolved that Cheryl E. Seay is empowered, instructed and directed to act for and on behalf of Necaise Land, Limited Partnership, in signing any and all documents necessary for the application for Resubdivision of Harrison County parcels 08071-01-001.052 and 08071-01-001.053.

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the resolution of the General Partner of Necaise Land, Limited Partnership, a Mississippi Partnership, and the same has not been revoked or rescinded.

In witness whereof, I have hereunto affixed my name on the 9TH OF JULY, 2022.

Cheryl E. Seay

Cheryl E. Seay, General Partner

Necaise Land, Limited Partnership

A Mississippi Partnership

STATE OF Texas

COUNTY OF Travis

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority, the undersigned authority in the jurisdiction aforesaid, CHERYL E. SEAY, who acknowledges that she is GENERAL PARTNER of NECAISE LAND, LIMITED PARTNERSHIP, a Mississippi partnership, and as it's act and deed, she signed, sealed, and delivered the above and foregoing instrument of writing on the day and of the year therein mentioned after having been first duly authorized to do so.

GIVEN under my hand and official seal on this the 9th day of July, 2022.

NOTARY PUBLIC

(SEAL)

NOTARY PUBLIC STATE OF TEXAS
DOMINIC NIETO
My Notary ID # 133462199
Expires November 23, 2025

My Commission Expires: Nov 23, 2025

4

RESOLUTION OF CORPORATE BOARD

(Certified Copy)

I HEREBY CERTIFY that I am the duly elected and qualified Secretary, of HUNTINGTON, INC., a Mississippi Corporation, and the keeper of the records and corporate seal of said corporation; that the following is a true and correct copy of resolutions duly adopted at a meeting of the Board of Directors thereof held in accordance with its by-laws at its offices at which a quorum was present and voting and that the same has not been repealed or amended and remains in full force and effect and does not conflict with any rules of the Corporation.

BE IT RESOLVED, that Dennis Stieffel, President of Huntington, Inc., is hereby authorized, empowered, instructed and directed to act for and on behalf of said Corporation in signing any and all documents necessary for the transfer of the property, more fully described in Exhibit "A" attached hereto and by this reference made a part hereof to Dennis Stieffel and Necaise Land, L.P.

There being no further business, on motion duly made and seconded, the meeting was declared adjourned.

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the resolution of the Board of Directors of HUNTINGTON, INC., a Mississippi Corporation, adopted at a meeting held at its domicile at which a quorum was present and voting, and the same has not been revoked or rescinded.

IN WITNESS WHEREOF, I have hereunto affixed my name on the 9th day of March, 2005.

HUNTINGTON, INC., a Mississippi Corporation

By: Cheryl E. Seay
Cheryl E. Seay, Secretary

Index Instructions (Mississippi Code ANN. §89-5-33):

Prepared by & Return to:
U.S. Title & Real Estate Closing Services, Inc.
114 West Third Street
Long Beach, MS 39560
228-822-0120

----------[Space Above This Line For Recording Data]----------

State of Mississippi

County of Harrison

WARRANTY DEED

For and in consideration of the sum of Ten Dollars ($10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **Huntington, Inc., A Mississippi Corporation, herein represented by Dennis Stieffel, President,** does hereby sell, convey and warrant unto **Necaise Land, L.P. and Dennis Stieffel, as tenants in common,** the following described land and property situated in Harrison County, Mississippi, to wit:

SEE ATTACHED EXHIBIT "A"

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

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

If bounded by water, the warranty granted herein shall not extend to any part of the above described property which is tideland or coastal wetlands as defined in the Mississippi Coastal Wetlands Protection Act and this conveyance includes any natural accretion and is subject to any erosion due to the action of the elements.

The Grantors herein certify that the property herein above conveyed forms no part of the homestead of said Grantors.

1st Judicial District
Instrument 2005 13107 D -J1
Filed/Recorded 3 9 2005 3 P
Total Fees 12.00
5 Pages Recorded

NO TITLE EXAM PERFORMED

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

WITNESS my signature this the 9th day of March, 2005.

Dennis Stieffel. President
Huntington, Inc.

State of Mississippi
County of Harrison

Personally came and appeared before me, the undersigned authority in and for the aforesaid County and State on this the 9th day of March , 2005, within my jurisdiction, the within named **Dennis Stieffel**, who acknowledged that he is the President of **Huntington, Inc.**, a Mississippi Corporation, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Notary Public
My Commission Expires:

DEBORAH BRONDUM, HARRISON COUNTY, MS
NOTARY PUBLIC
My Commission Expires September 23, 2006

Address of Grantor:
4056 Greenland Street
Bay St. Louis, MS 39520
(228) 476-3369

Address of Grantees:

Necaise Land, L.P.
4056 Greenland Street
Bay St. Louis, MS 39520
(228) 476-3369

Dennis Steiffel
13061 Highway 67, Suite B
Biloxi, MS 39532
(228) 396-1510

NO TITLE EXAM PERFORMED

Exhibit "A"

The following is details of two tracts of land known as:

- Huntington Out Parcel with a tax parcel number of 0807I-01-001.052 and
- Huntington Buffer Zone with a tax parcel number of 0807I-01-001.053.

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 11 WEST, AND IN THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 35, TOWNSHIP 6 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at a concrete monument at the point of intersection of the North margin of Duckworth Road with the West margin of Three Rivers Road; Thence along said West margin of Three Rivers Road, N00°06'25"E 443.01' to the point of beginning; Thence further along said West margin, N00°06'25"E 755.81' to an iron rod; ThenceN89°39'49"W 348.00'; Thence S05°32'14"W 57.43'; Thence S39°49'43"W 21.15'; Thence N50°10'17"W 129.43'; Thence N35°04'51"W 411.96'; Thence S00*06'25"W 99.37'; Thence N89°53'35"W 30.00'; to the point of beginning, containing 2.472 acres.

PERMITS/INSP PAYMENT RECPT#: 11401850
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 07/26/22 TIME: 13:50
CLERK: cbrown DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 190.00

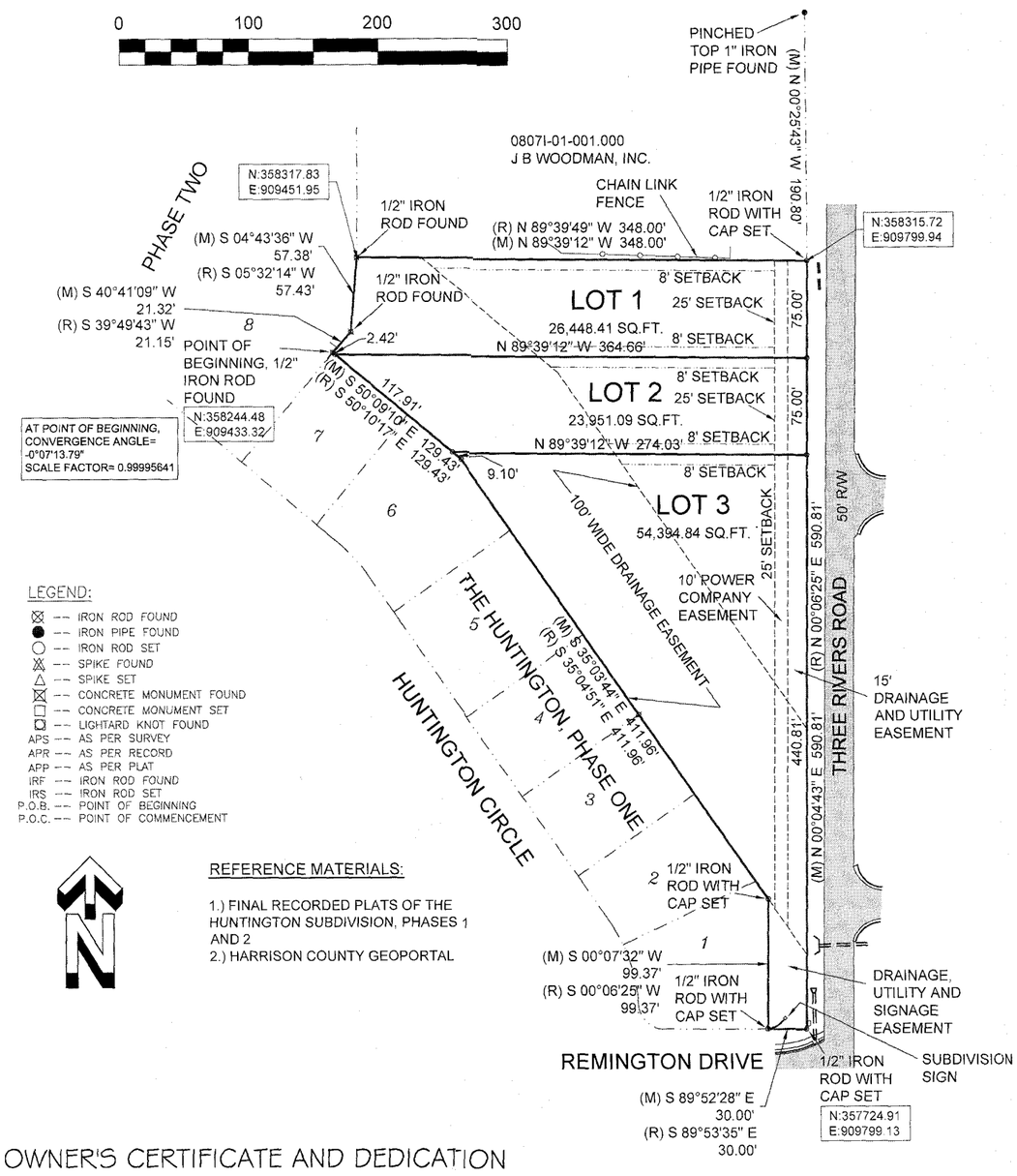
AMOUNT PAID: 190.00

PAID BY:
PAYMENT METH: CHECK
11232
REFERENCE:

AMT TENDERED: 190.00
AMT APPLIED: 190.00
CHANGE: .00

THE HUNTINGTON SUBDIVISION PHASE FOUR

BEING A RESUBDIVISION OF THE OUT PARCEL AND THE ADJOINING 30 FEET WIDE BUFFER ZONE AS PER PLAT OF THE HUNTINGTON, PHASE ONE, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI



LEGEND:

- IRON ROD FOUND
- IRON PIPE FOUND
- IRON ROD SET
- SPIKE FOUND
- SPIKE SET
- CONCRETE MONUMENT FOUND
- CONCRETE MONUMENT SET
- LIGHTARD KNOT FOUND
- APS -- AS PER SURVEY
- APR -- AS PER RECORD
- APP -- AS PER PLAT
- IRF -- IRON ROD FOUND
- IRS -- IRON ROD SET
- P.O.B. -- POINT OF BEGINNING
- P.O.C. -- POINT OF COMMENCEMENT

REFERENCE MATERIALS:

1.) FINAL RECORDED PLATS OF THE HUNTINGTON SUBDIVISION, PHASES 1 AND 2
2.) HARRISON COUNTY GEOPORTAL

NOTES:

1.) 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).
2.) 1/2" X 18" IRON RODS WITH RED PLASTIC CAPS STAMPED "CROSBY 2539" SET AT ALL LOT CORNERS UNLESS NOTED AS FOUND MARKERS.
3.) SURVEY CLASS- "B"
4.) TOTAL LOTS - 3
5.) DATE OF FIELD SURVEY- APRIL 20, 2022

BEARING NOTE:

ALL BEARINGS AND DISTANCES SHOWN ON THIS PLAT ARE GRID AND ARE BASED ON THE MISSISSIPPI NAD 83 EAST ZONE STATE PLANE COORDINATE SYSTEM AND ARE DERIVED FROM A GLOBAL POSITIONING SYSTEM OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK

FLOOD ZONE NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE "X" ACCORDING TO MAP NUMBER 28047C0255H, DATED DECEMBER 21, 2017.

ZONING INFORMATION:

THIS PARCEL OF LAND IS ZONED R-1-15. REFER TO CITY OF GULFPORT LAND DEVELOPMENT MUNICODE.

OVERALL DESCRIPTION

THE OUT PARCEL AND THE 30 FEET BUFFER ZONE ADJOINING THE EAST SIDE OF SAID OUT PARCEL AS PER THE RECORDED FINAL PLAT OF THE HUNTINGTON SUBDIVISION, PHASE ONE, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING SITUATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34 AND IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, ALL IN TOWNSHIP 6 SOUTH, RANGE 11 WEST.

OWNER'S CERTIFICATE AND DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS ONE OF THE OWNERS OF RECORD OF THE LAND SHOWN ON THIS PLAT AND DECLARES THIS TO BE A CORRECT PLAT OF THE HUNTINGTON SUBDIVISION, PHASE FOUR AND THAT SAID OWNER HEREBY DEDICATES THE RIGHTS-OF-WAY, UTILITIES AND EASEMENTS UNTO THE CITY OF GULFPORT, HARRISON COUNTY FOR PUBLIC USE FOREVER.

WITNESS MY SIGNATURE ON THIS _____ DAY OF _____, 2022.

NECAISE LAND, LP BY IT'S PARTNER, CHERYL SEAY

_____
BY: CHERYL SEAY
PARTNER

ACKNOWLEDGMENT

STATE OF _____, COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2022, within my jurisdiction, the within named Cheryl Seay, who acknowledged to me that she is partner of Necaise Land, LP, a limited partnership , and that for and on behalf of said partnership as partner of said limited partnership, and as the act and deed of said partnership as partner of said limited partnership, she executed and delivered the above and foregoing instrument, after first having been duly authorized by said partnership and said limited partnership so to do.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2022.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES: _____

OWNER'S CERTIFICATE AND DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS ONE OF THE OWNERS OF RECORD OF THE LAND SHOWN ON THIS PLAT AND DECLARES THIS TO BE A CORRECT PLAT OF THE HUNTINGTON SUBDIVISION, PHASE FOUR AND THAT SAID OWNER HEREBY DEDICATES THE RIGHTS-OF-WAY, UTILITIES AND EASEMENTS UNTO THE CITY OF GULFPORT, HARRISON COUNTY FOR PUBLIC USE FOREVER.

WITNESS MY SIGNATURE ON THIS _____ DAY OF _____, 2022.

BY: DENNIS STIEFFEL

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 _____ day of _____, 2022, within my jurisdiction, the within named Dennis Stieffel, an individual, who acknowledged to me that he executed and delivered the above and foregoing instrument, after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2022.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES: _____

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: _____ _____
BRITTANY RODGERS DATE OF EXECUTION
CLERK OF COUNCIL

CERTIFICATE OF COMPARISON

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE HAVE COMPARED THIS DUPLICATE PLAT OF THE HUNTINGTON SUBDIVISION, PHASE FOUR 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 _____ CLIFFORD A. CROSBY, P.L.S. NO. 2539

SURVEYOR'S CERTIFICATE

I, CLIFFORD A. CROSBY, A REGISTERED PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WITNESS MY SIGNATURE ON THIS _____ DAY OF _____ 2022.

CLIFFORD A. CROSBY, P.L.S. NO. 2539

PLANNING COMMISSION APPROVAL

THIS SUBDIVISION HAS BEEN SUBMITTED TO AND APPROVED BY THE GULFPORT CITY PLANNING COMMISSION ON THE _____ DAY OF _____, 2022.

KEITH WILLIAMS, PLANNING COMMISSION CHAIRMAN

RECORDING CERTIFICATE

FILED AND RECORDED IN DUPLICATE ON THIS _____ DAY OF _____ 2022, IN THE RECORD OF PLATS OF HARRISON COUNTY, MISSISSIPPI IN PLAT BOOK _____, ON PAGE _____.

JOHN MCADAMS, CHANCERY CLERK

BY: _____ D.C.

CROSBY SURVEYING
PROFESSIONAL LAND SURVEYING
716 LIVE OAK DRIVE
BILOXI, MISSISSIPPI 39532
PHONE: 228-234-1649
FAX: 228-594-9427
EMAIL: cliffordcrosby@cableone.net

CROSBY JOB NUMBER- 22070

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	111723	0807I-01-001.053	NECAISE LAND LP (OWNER)	2809 PACE BEND ROAD S.	SPICEWOOD	TX	78669
	111722	0807I-01-001.052	NECAISE LAND LP (OWNER)	2809 PACE BEND ROAD S.	SPICEWOOD	TX	78669
			CHERYL SEAY (OWNER)	2809 PACE BEND ROAD S.	SPICEWOOD	TX	78669
			DENNIS STIEFFEL (OWNER)	13061 SHRINNERS BLVD., SUITE C	BILOXI	MS	39532
N			**Adjacent Property Owners (2209PC160)**				
	55334	0907L-01-004.000	ABERNATHY RAYLENE D HILL	205 E CHIPWOOD DR	GULFPORT	MS	39503
	111683	0807I-01-001.013	ACOSTA DANIEL & BARBARA E	14024 REMINGTON DR	GULFPORT	MS	39503
	135782	0807H-01-004.043	ADAMS HOMES LLC	100 W GARDEN ST	PENSACOLA	FL	32502
N	135791	0807H-01-004.052	ADAMS HOMES LLC	100 W GARDEN ST	PENSACOLA	FL	32502
	135848	0807H-01-004.109	ADKINS MAIDA	13720 RIDGEHAVEN WAY	GULFPORT	MS	39503
	120186	0807I-01-001.118	ADORE MARY M	13679 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	135794	0807H-01-004.055	ARIF ASAD & RAHAT ASAD	13712 FOX HILL DR	GULFPORT	MS	39503
	135790	0807H-01-004.051	ARMSTRONG ROBERT J	14005 FOX HILL DRIVE	GULFPORT	MS	39503
	55310	0907L-01-014.000	AZUCENA HUGO & GONZALEZ MARIA	102 CHIPWOOD DR	GULFPORT	MS	39503
	55319	0907L-01-028.000	BAGSIC FELINA L	302 ROBERT DALE RD	GULFPORT	MS	39501
	135851	0807H-01-004.112	BAILEY ALICE	13732 RIDGEHAVEN WAY	GULFPORT	MS	39502
	120165	0807I-01-001.097	BANE CLINT E III & DUNCAN	201 HIGHWAY 51 NORTH	BROOKHAVEN	MS	39601
	135812	0807H-01-004.073	BANKSTON JAMES M & ELIZABETH R	14016 FOX HILL DR	GULFPORT	MS	39503
	120171	0807I-01-001.103	BARICUATRO ISIDRO T JR & KARRENE M	13688 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	135850	0807H-01-004.111	BARNETT VINCENT & DIXON KELLY N	13728 RIDGEHAVEN WAY	GULFPORT	MS	39503
	55279	0907L-01-055.000	BARSEMA VIRGINIA GAIL	110 W CHIPWOOD DR	GULFPORT	MS	39503
	111690	0807I-01-001.020	BATES JEREMY J & DENISE	15059 REMINGTON DRIVE	GULFPORT	MS	39503
	111709	0807I-01-001.039	BEAMON LUERLEAN	14031 REMINGTON DR	GULFPORT	MS	39503
	55293	0907L-01-040.000	BEARD RALPH	121 CHIPWOOD DR	GULFPORT	MS	39503
	111676	0807I-01-001.006	BELL EULA MAE	13474 HUNTINGTON CIR	GULFPORT	MS	39503
	111719	0807I-01-001.049	BERGMAN TIMOTHY J & SUSAN S	15058 REMINGTON DRIVE	GULFPORT	MS	39503
	91436	0807I-01-009.000	BIAGINI DAVID & MARGARET E	13327 THREE RIVERS RD	GULFPORT	MS	39503
N	56673	0807I-01-008.000	BIAGINI DAVID & MARGARET E	13327 THREE RIVERS RD	GULFPORT	MS	39503
	111698	0807I-01-001.028	BIRD CHRIS BRYAN	14061 WINCHESTER LANE	GULFPORT	MS	39503
	120190	0807I-01-001.122	BLACK SHELDON A & MELISSA A	13659 HUNTINGTON CIR	GULFPORT	MS	39503
	55331	0907L-01-007.000	BLAKE BRENDA	209 E CHIPWOOD	GULFPORT	MS	39503
	55332	0907L-01-006.000	BLAKE BRENDA SUE	209 E CHIPWOOD	GULFPORT	MS	39503
	135810	0807H-01-004.071	BODIN EMILY N	13707 FOX HILL DRIVE	GULFPORT	MS	39503
	55283	0907L-01-051.000	BOLLMEYER CHERLY ANN	118 W CHIPWOOD DR	GULFPORT	MS	39503
	135754	0807H-01-004.015	BOOHER ADAM C & LEAH D	14138 FOX HILL DRIVE	GULFPORT	MS	39503
	135814	0807H-01-004.075	BOUTTE MESHAUN	P O BOX 4241	BILOXI	MS	39535

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	135756	0807H-01-004.017	BOYNICK MARY K	14130 FOX HILL DRIVE	GULFPORT	MS	39503
	111681	0807I-01-001.011	BRAZZLE FANTASIA SHAMEKIA	13473 HUNTINGTON CIR	GULFPORT	MS	39503
	120185	0807I-01-001.117	BROWN PATRICK C	13683 HUNTINGTON CIR	GULFPORT	MS	39503
	135792	0807H-01-004.053	BROWNLEE LARICO A & ASHLEY L	13704 FOX HILL DR	GULFPORT	MS	39503
	135788	0807H-01-004.049	BYERS ROBERT S & JENNIFER H	14013 FOX HILL DR	GULFPORT	MS	39503
	120189	0807I-01-001.121	CAMERON SCOTT A & LINDSEY A PETTIS	13663 HUNTINGTON CIR	GULFPORT	MS	39503
	135858	0807H-01-004.119	CARPENTER LORI ANNE & KYLE A CHEKE	13723 CHASE MEADOW WAY	GULFPORT	MS	39503
	120174	0807I-01-001.106	CARTER MARY K	13700 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	135745	0807H-01-004.006	CARTER STEVEN	14176 FOX HILL DRIVE	GULFPORT	MS	39503
	55336	0907L-01-002.000	CARTWRIGHT JAMES R -L/E-	P O BOX 1303	BILOXI	MS	39533
	55300	0907L-01-022.000	CATHLEDGE JACK & CADE CHRISTINA	107 WEST CHIPWOOD DRIVE	GULFPORT	MS	39503
	111688	0807I-01-001.018	CHAMBLESS MICHAEL J & PAMELA	15071 REMINGTON DR	GULFPORT	MS	39503
	135785	0807H-01-004.046	CLARK EUGENE L & SUSANNE	2510 16TH ST	GULFPORT	MS	39501
	111720	0807I-01-001.050	CLEARY DESIRAE NICOLE LEE	15066 REMINGTON DR	GULFPORT	MS	39503
	111685	0807I-01-001.015	COOPER WILLIE II	14046 REMINGTON DR	GULFPORT	MS	39503
	135867	0807H-01-004.128	CORNISH JOHN K & ANNA KATE	13740 CHASE MEADOW WAY	GULFPORT	MS	39507
	111705	0807I-01-001.035	CRAWFORD ANGELA R	14061 REMINGTON DR	GULFPORT	MS	39503
	55287	0907L-01-047.000	CRAWFORD MICHAEL T & ROMONA H	126 W CHIPWOOD DR	GULFPORT	MS	39503
	56749	0907L-01-001.001	CREEL BARNEY M & CYNTHIADORA R	P O BOX 6825	GULFPORT	MS	39506
	111679	0807I-01-001.009	CROWN JARED & ASHLIE N	13489 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	111674	0807I-01-001.004	CRUZ ARMANDO & LILIANA	13458 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	120173	0807I-01-001.105	CUMMINGS GREGORY ALLEN & MARY JOY A	13696 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	135865	0807H-01-004.126	DARLINGTON VICKI L	13732 CHASE MEADOW WAY	GULFPORT	MS	39503
	111703	0807I-01-001.033	DAVIS LARRY TERRELL SR & THONISHA N	14077 REMINGTON DR	GULFPORT	MS	39503
	55321	0907L-01-027.000	DAVIS STEPHEN P	306 ROBERT DALE RD	GULFPORT	MS	39503
	135853	0807H-01-004.114	DAWSON CARRIE M	13740 RIDGEHAVEN WAY	GULFPORT	MS	39503
	111707	0807I-01-001.037	DEDEAUX HARMONY	14047 REMINGTON DR	GULFPORT	MS	39503
	55299	0907L-01-023.000	DESARIO COOPER	109 W CHIPWOOD DR	GULFPORT	MS	39503
	55295	0907L-01-038.000	DEUEL JUSTIN D & BIANCA S	315 ROBERT DALE DR	GULFPORT	MS	39503
	55311	0907L-01-013.000	DIAL RICHARD ALLAN -TRUSTEE-	104 CHIPWOOD CIR	GULFPORT	MS	39503
	88358	0907L-01-019.000	DIAL RICHARD ALLAN FAMILY TRUST	104 CHIPWOOD CIRCLE	GULFPORT	MS	39506
	135753	0807H-01-004.014	DIAZ ERICK & DELGADO KETSIA	14142 FOX HILL DR	GULFPORT	MS	39503
	111711	0807I-01-001.041	DIGGS DEDRICK	13720 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	111715	0807I-01-001.045	DORSEY KEVIN L & JERRELYN Y	14094 REMINGTON DR	GULFPORT	MS	39503
	135798	0807H-01-004.059	DSLD HOMES (GULF COAST) LLC	7660 PECUE LANE, STE 100	BATON ROUGE	LA	70809
N	135743	0807H-01-004.004	DSLD HOMES (GULF COAST) LLC	7660 PECUE LANE, STE 100	BATON ROUGE	LA	70809

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	135799	0807H-01-004.060	DSLD HOMES (GULF COAST) LLC	7660 PECUE LANE, STE 100	BATON ROUGE	LA	70809
N	135800	0807H-01-004.061	DSLD HOMES (GULF COAST) LLC	7660 PECUE LANE, STE 100	BATON ROUGE	LA	70809
N	135801	0807H-01-004.062	DSLD HOMES (GULF COAST) LLC	7660 PECUE LANE, STE 100	BATON ROUGE	LA	70809
N	135742	0807H-01-004.003	DSLD HOMES (GULF COAST) LLC	7660 PECUE LANE, STE 100	BATON ROUGE	LA	70809
N	135741	0807H-01-004.002	DSLD HOMES (GULF COAST) LLC	7660 PECUE LANE, STE 100	BATON ROUGE	LA	70809
N	135740	0807H-01-004.001	DSLD HOMES (GULF COAST) LLC	7660 PECUE LANE, STE 100	BATON ROUGE	LA	70809
	120176	0807I-01-001.108	DURETTE PATRICIA A & KENNIE JOSEPH	13708 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	55330	0907L-01-031.000	EASTES GENICE K	301 ROBERTDALE RD	GULFPORT	MS	39503
	55329	0907L-01-032.000	EDWARDS RACHEL L	303 ROBERT DALE RD	GULFPORT	MS	39503
	55324	0907L-01-037.000	EDWARDS ROBERT L & ANN MARIE	313 ROBERTDALE RD	GULFPORT	MS	39501
	116223	0807I-01-001.062	ELLINGTON-LEE DELROSE M	13552 HUNGTON CIRCLE	GULFPORT	MS	39503
	55309	0907L-01-015.000	ETHERIDGE ROGER E & ADINA	100 CHIPWOOD CIRCLE	GULFPORT	MS	39503
	88424	0907L-01-045.000	EVERETT JOHN N III	10379 RIVERROAD DR	GULFPORT	MS	39503
	135863	0807H-01-004.124	FAIRLEY NESCATERICA B	13724 CHASE MEADOW WAY	GULFPORT	MS	39503
	111714	0807I-01-001.044	FARVE SALISHA M & PAUL F SR	14082 REMINGTON DRIVE	GULFPORT	MS	39503
	56198	0907E-01-025.000	FELTON WILLIAM IRVIN	13647 THREE RIVERS RD	GULFPORT	MS	39503
	120163	0807I-01-001.095	FERGUSON DEBORAH D & ISIAH	13654 HUNTINGTON CIR	GULFPORT	MS	39503
	120169	0807I-01-001.101	FLOYD CATHY D	13680 HUNTINGTON CR	GULFPORT	MS	39503
	99865	0807I-01-006.001	FOTO NICK & CAROLYN -TRUSTEES-	2728 CHANNEL PLACE	BILOXI	MS	39531
	55325	0907L-01-036.000	FRAZIER JAMES D -L/E-	311 ROBERTDALE RD	GULFPORT	MS	39503
	135750	0807H-01-004.011	GATTON THERESE LYNN	14154 FOX HILL DRIVE	GULFPORT	MS	39503
	111692	0807I-01-001.022	GOMEZ BETTY F -L/E-	15041 REMINGTON DR	GULFPORT	MS	39503
	111717	0807I-01-001.047	GOMEZ CINDY & BRAY QUINTIN L	15020 REMINGTON DRIVE	GULFPORT	MS	39503
	120193	0807I-01-001.096	GREEN EDWARD C	13658 HUNTINGTON	GULFPORT	MS	39503
	55274	0907L-01-060.000	GREEN JAMES R & MARGARET I	100 W CHIPWOOD DR	GULFPORT	MS	39503
	135786	0807H-01-004.047	GREEN JULIA S	14021 FOX HILL DRIVE	GULFPORT	MS	39503
	120179	0807I-01-001.111	GULF COAST HOUSES LLC	7301 HWY 90 E	OCEAN SPRINGS	MS	39564
N	88364	0907L-01-025.000	GULFPORT CITY OF				0
N	135868	0807H-01-004.129	GULFPORT CITY OF				0
N	56304	0807H-01-004.000	GULFPORT CITY OF				0
	55315	0907L-01-009.000	HALEY BRION PAUL & TRACEY L	103 CHIPWOOD CIRCLE	GULFPORT	MS	39503
	55280	0907L-01-054.000	HAMILTON NATHAN T	112 W CHIPWOOD DR	GULFPORT	MS	39503
	88362	0907L-01-024.000	HAMMOND VILLA C & LANGSTON R-TRUSTE	111 W CHIPWOOD DR	GULFPORT	MS	39503
	120192	0807I-01-001.124	HANNA CHRISTINE MARIE	13639 HUNTINGTON CIRCLE	GULFPORT	MS	39503
N	88327	0907L-01-001.000	HARRISON CO SCHOOL BOARD				0
	55322	0907L-01-026.000	HARTLEY CASEY & ELAINA	308 ROBERT DALE DRIVE	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	55282	0907L-01-052.000	HARTLEY MARY ELIZABETH	308 ROBERTDALE DR	GULFPORT	MS	39503
	55288	0907L-01-046.000	HARVEY KRISTY A	128 W CHIPWOOD DR	GULFPORT	MS	39503
	135864	0807H-01-004.125	HAUER HENRY W	13728 CHASE MEADOW WAY	GULFPORT	MS	39503
	135780	0807H-01-004.041	HAYES RANDY & BETTY J	14045 FOX HILL DR	GULFPORT	MS	39503
	99848	0907L-01-019.001	HAYLES TERRY LEE	692 SHARP BLVD	GULFPORT	MS	39503
	116251	0807I-01-001.090	HAYNES JANIS C	13505 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	120178	0807I-01-001.110	HEBERT STEPHEN L & JANE C	1046 HOLLIS RD	WESTLAKE	LA	70669
	135806	0807H-01-004.067	HEFTY MAXMILIAN & SABRINA	13723 FOX HILL DR	GULFPORT	MS	39503
	55291	0907L-01-042.000	HERMETZ DANIEL L	125 W CHIPWOOD DR	GULFPORT	MS	39503
	111713	0807I-01-001.043	HIGH MICHAEL C & JILL B	14070 REMINGTON DR	GULFPORT	MS	39503
	55284	0907L-01-050.000	HIGHSMITH JOHN M & DEBORAH M	120 W CHIPWOOD DR	GULFPORT	MS	39507
	55301	0907L-01-021.000	HILL JASON & SONJA	105 W CHIPWOOD DR	GULFPORT	MS	39503
	135755	0807H-01-004.016	HINTON BETTY J	14134 FOX HILL DRIVE	GULFPORT	MS	39503
	55289	0907L-01-044.000	HIXSON JANENE H	129 W CHIPWOOD DR	GULFPORT	MS	39503
	111677	0807I-01-001.007	HORNE PAMELA	13486 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	55333	0907L-01-005.000	HUGHES TANNER C	207 E CHIPWOOD DR	GULFPORT	MS	39503
	55286	0907L-01-048.000	HUMPHREY MICHAEL S & MARI	124 W CHIPWOOD DR	GULFPORT	MS	39503
	111699	0807I-01-001.029	HUTSON ARIEL & BRANDI BUFFORD	14099 REMINGTON DR	GULFPORT	MS	39503
	116222	0807I-01-001.061	HUTSON JEFFREY L -ESTATE-	13544 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	56666	0807I-01-001.000	J B WOODMAN INC	P O BOX 3491	GULFPORT	MS	39505
	111673	0807I-01-001.003	JACKSON EULONDA K & DARRYL	13452 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	55317	0907L-01-030.000	JARIE LLLP THE	4850 AUSTIN BLUFFS	COLORADO SPRIN(	CO	80918
	135862	0807H-01-004.123	JENKINS LESLIE ESCABI & MATHEW B	13720 CHASE MEADOW WAY	GULFPORT	MS	39503
	135808	0807H-01-004.069	JENKINS OLEDA M & JOHNNY LEE	13715 FOX HILL DR	GULFPORT	MS	39503
	135797	0807H-01-004.058	JENNINGS ANDREW WARREN	13724 FOX HILL DR	GULFPORT	MS	39503
	111718	0807I-01-001.048	JOHNSON JOHN	15050 REMINGTON DR	GULFPORT	MS	39503
	111704	0807I-01-001.034	JONES CHARLES DAVID JR & TIFFANY A	14069 REMINGTON DR	GULFPORT	MS	39503
	135852	0807H-01-004.113	KAPPUS SALLY R	13736 RIDGEHAVEN WAY	GULFPORT	MS	39503
	135859	0807H-01-004.120	KASZYNSKI KYLE D	13719 CHASE MEADOW WAY	GULFPORT	MS	39503
	55281	0907L-01-053.000	KATAYAMA SHARA GAYLE	114 W CHIPWOOD DR	GULFPORT	MS	39503
	55328	0907L-01-033.000	KING IAN KEENE & KATHRYN SEBASTIAN	305 ROBERT DALE RD	GULFPORT	MS	39503
	135783	0807H-01-004.044	KIRK LATRICIA TANAY	14033 FOX HILL DR	GULFPORT	MS	39503
	56672	0807I-01-007.000	KMJB LLC	13440 WOODLAND DR	GULFPORT	MS	39503
	116247	0807I-01-001.086	LADEHOFF STACEY L & RITA L	13535 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	135857	0807H-01-004.118	LADNER JENNAH CLAINE	13727 CHASE MEADOW WAY	GULFPORT	MS	39503
	55313	0907L-01-011.000	LADNER PHILLIP G	107 CHIPWOOD CIRCLE	GULFPORT	MS	39503

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	55318	0907L-01-029.000	LADNER ROY A & SANDRA K	304 ROBERT DALE RD	GULFPORT	MS	39503
	135854	0807H-01-004.115	LAMAR KATHRYN M	13739 CHASE MEADOW WAY	GULFPORT	MS	39503
	120167	0807I-01-001.099	LEAVER JEFF	13672 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	135805	0807H-01-004.066	LEE EDWARD Y S & ESTHER -TRUSTEES-	34042 CAMBRIDGE RD	DANA POINT	CA	92629
	55312	0907L-01-012.000	LEE WYATT HAMORY & VALERIE CASTILLO	3550 RUFFIN RD, UNIT 152	SAN DIEGO	CA	92123
	120166	0807I-01-001.098	LINEBAUGH WAYMAN R & JESSICA M	13668 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	55290	0907L-01-043.000	LINTON MATTHEW NEAL	127 W CHIPWOOD DR	GULFPORT	MS	39503
	135817	0807H-01-004.078	LITTLE NATHAN & HAILIE	14036 FOX HILL DRIVE	GULFPORT	MS	39503
	56747	0907L-01-062.000	LOMAX HANK WILFORD	13612 THREE RIVERS RD	GULFPORT	MS	39503
	135748	0807H-01-004.009	LYONS VINCENT JR	14164 FOX HILL DR	GULFPORT	MS	39503
	135752	0807H-01-004.013	MACDONALD THOMAS J	14146 FOX HILL DR	GULFPORT	MS	39503
	135855	0807H-01-004.116	MACHI GEORGE	13735 CHASE MEADOW WAY	GULFPORT	MS	39503
	111684	0807I-01-001.014	MAGEE FREDERICK L & CAROLYN R	14034 REMINGTON DR	GULFPORT	MS	39503
	135793	0807H-01-004.054	MAHONEY JUAN D	13708 FOX HILL DR	GULFPORT	MS	39503
	116218	0807I-01-001.057	MARTIN RICHARD	13518 HUNTINGTON CIR	GULFPORT	MS	39503
	135809	0807H-01-004.070	MARTINEZ CATHERINE & DANIEL	13711 FOX HILL DR	GULFPORT	MS	39503
	55302	0907L-01-020.000	MAXWELL OSCAR C & DENISE L	103 CHIPWOOD DR	GULFPORT	MS	39503
	135861	0807H-01-004.122	MCDOWELL ULIE C & RAMONA A	13716 CHASE MEADOW WAY	GULFPORT	MS	39503
	56676	0807I-01-006.000	MCGILL HAZEL JANE	14071 DUCKWORTH RD	GULFPORT	MS	39503
	135795	0807H-01-004.056	MCGLINCHEY RONALD & REBECCA-TRSTEES	13716 FOX HILL DR	GULFPORT	MS	39503
	135816	0807H-01-004.077	MCKAIN KINDAL IVEY	14032 FOX HILL DR	GULFPORT	MS	39503
	120175	0807I-01-001.107	MCNEASE KRISTINA MCDANIEL	13704 HUNTINGTON CIR	GULFPORT	MS	39503
	111678	0807I-01-001.008	MCSWAIN PHILLIP & DEBRA	13490 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	111680	0807I-01-001.010	MEYERS DAYNA K	13481 HUNTINGTON CIR	GULFPORT	MS	39503
	55292	0907L-01-041.000	MILLS ANITA S & WILLIAM F III	123 W CHIPWOOD RD	GULFPORT	MS	39503
	91478	0907E-01-017.000	MISS RE-DEVELOPMENT ALLIANCE LLC	1279 LONGWOOD DR SUITE B	BATON ROUGE	LA	70806
	135789	0807H-01-004.050	MITCHELL DAVONA A	14009 FOXHILL DRIVE	GULFPORT	MS	39503
	135784	0807H-01-004.045	MITCHELL MELISSA SCHENCK	14029 FOX HILL DR	GULFPORT	MS	39503
	55277	0907L-01-057.000	MITCHELL THOMAS A & KATHRYN R	106 CHIPWOOD DR	GULFPORT	MS	39503
	120181	0807I-01-001.113	MOORE ANDREW HARDING JR & SHEILA K	13693 HUNTINGTON CIR	GULFPORT	MS	39503
	120183	0807I-01-001.115	MOORE SABRINA M	13687 HUNTINGTON CIR	GULFPORT	MS	39503
	55278	0907L-01-056.000	MORGAN DORIS R -ESTATE-	108 W CHIPWOOD DR	GULFPORT	MS	39503
	135747	0807H-01-004.008	MORGENSTERN PRESTON S & LEXI K	14168 FOX HILL DR	GULFPORT	MS	39503
	55275	0907L-01-059.000	MOSEMAK MICHAEL JR	102 W CHIPWOOD DR	GULFPORT	MS	39503
N	55294	0907L-01-039.000	MOSEMAK MICHAEL JR	102 WEST CHIPWOOD DRIVE	GULFPORT	MS	39503
	135849	0807H-01-004.110	MOSS JIMMIE D & JACQUELYN S	4021 SAM GORDON DR	NORMAN	OK	73072

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	135749	0807H-01-004.010	MOTLEY KENNETH RAY	14158 FOX HILL DR	GULFPORT	MS	39503
	135811	0807H-01-004.072	MYRICK DAVID A	14012 FOX HILL DR	GULFPORT	MS	39503
	135847	0807H-01-004.108	NAPIER THOMAS C SR & DEBORAH T	13717 RIDGEHAVEN WAY	GULFPORT	MS	39503
	56748	0907L-01-061.000	NELSON DONNY C & GERTRUDE L	13622 THREE RIVERS RD	GULFPORT	MS	39503
	116220	0807I-01-001.059	NELSON JAMES A	111 31ST STREET	GULFPORT	MS	39507
N	111682	0807I-01-001.012	NELSON JAMES A	111 31ST STREET	GULFPORT	MS	39507
	135804	0807H-01-004.065	NGUYEN TRINH HUONG THIEN	2224 KILLINGTON DR	HARVEY	LA	70058
	111710	0807I-01-001.040	NIOLET BRENDA M	14023 REMINGTON DR	GULFPORT	MS	39503
	91479	0907E-01-023.000	OLIER HAROLD R & LINDA G	13633 THREE RIVERS RD	GULFPORT	MS	39503
	120182	0807I-01-001.114	OSBURN GREGORY M & HOSKINS K A	13689 HUNTINGTON CIR	GULFPORT	MS	39503
	116217	0807I-01-001.056	PAGE DIANA S	13512 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	135860	0807H-01-004.121	PARKER ALISA C	13717 CHASE MEADOW WAY	GULFPORT	MS	39503
	111700	0807I-01-001.030	PARKS STEVEN O	14097 REMINGTON RD	GULFPORT	MS	39503
	55308	0907L-01-016.000	PARKS TRACY ANTHONY	204 E CHIPWOOD DR	GULFPORT	MS	39503
	56185	0907E-01-019.000	PATTERSON DONNA -ESTATE-	13746 S SWAN RD	GULFPORT	MS	39503
	111706	0807I-01-001.036	PERKINS EDWARD E JR & DELECIA	14055 REMINGTON DR	GULFPORT	MS	39503
	55307	0907L-01-017.000	PETERSEN RODGER E -ESTATE-	13700 THREE RIVERS RD	GULFPORT	MS	39503
	56184	0907E-01-018.000	PETERSON MATTIE R	13756 S SWAN RD	GULFPORT	MS	39503
	135787	0807H-01-004.048	PETERSON WILLIAM L & ELIZABETH A	14017 FOX HILL DR	GULFPORT	MS	39503
	135819	0807H-01-004.080	PORTER SCOTT THOMAS	14048 FOX HILL DR	GUFPORT	MS	39503
	120191	0807I-01-001.123	PRICE GERRARD C & LASHANA	13643 HUNTINGTON CR	GULFPORT	MS	39503
	116248	0807I-01-001.087	PRINCIPE LINNEA M & WILLIAM E	13529 HUNTINGTON CIR	GULFPORT	MS	39503
	135807	0807H-01-004.068	REDMON SCHATORIOUS D	13719 FOX HILL DR	GULFPORT	MS	39503
	56186	0907E-01-020.000	RICH TROY W & EVELYN A	13611 THREE RIVERS RD	GULFPORT	MS	39503
	56188	0907E-01-022.000	RICH TROY WAYNE & EVELYN ALIECE	13611 THREE RIVERS RD	GULFPORT	MS	39503
	56187	0907E-01-021.000	RICH TROY WAYNE & EVELYN ALIECE	13611 THREE RIVERS RD	GULFPORT	MS	39503
	135779	0807H-01-004.040	RINKER BENJAMIN & RACHEL	14049 FOX HILL DR	GULFPORT	MS	39503
	116249	0807I-01-001.088	ROBERTS ARLENE D	13521 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	120170	0807I-01-001.102	ROBISON MATTHEW A & ALLYSON A	13684 HUNTINGTON CIR	GULFPORT	MS	39503
	120188	0807I-01-001.120	ROMERO RAMIRO	13669 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	55314	0907L-01-010.000	ROWELL LESTER DONALD JR	105 CHIPWOOD CIR	GULFPORT	MS	39503
	135744	0807H-01-004.005	RUIZ LEONARD J	14180 FOX HILL DR	GULFPORT	MS	39503
	116219	0807I-01-001.058	SANDERS DONTRAL TIVON	13524 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	111687	0807I-01-001.017	SANFORD DAMETRE	15077 REMINGTON DR	GULFPORT	MS	39503
	111691	0807I-01-001.021	SBF2019-1 PROPERTIES LLC	160 E OLENTANGY ST	POWELL	OH	43065
N	111701	0807I-01-001.031	SBF2019-1 PROPERTIES LLC	160 E OLENTANGY ST	POWELL	OH	43065

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	111672	0807I-01-001.002	SBF2019-1 PROPERTIES LLC	160 E OLENTANGY ST	POWELL	OH	43065
	111708	0807I-01-001.038	SCIOTO PROPERTIES SP-16 LLC	160 E OLENTANGY ST	POWELL	OH	43065
	135815	0807H-01-004.076	SCOTT OCTAVIA	14028 FOX HILL DR	GULFPORT	MS	39503
	116221	0807I-01-001.060	SELDON LEO G	13540 HUNTINGTON DR	GULFPORT	MS	39503
	116250	0807I-01-001.089	SELLERS LASHON RAKELL	13511 HUNTINGTON CIR	GULFPORT	MS	39503
	111721	0807I-01-001.051	SMITH AVIS C W & WILLIAM P	15078 REMINGTON DR	GULFPORT	MS	39503
	111686	0807I-01-001.016	SNOW EMERSON O & DONNA F	15083 REMINGTON DR	GULFPORT	MS	39503
N	111724	0807I-01-001.054	STATE OF MISS 8/26/2013				0
N	93264	0807I-01-001.001	STATE OF MISS 8/26/2013				0
	120172	0807I-01-001.104	STEPHENS KIERSTEN M & ANTHONY W II	13692 HUNTINGTON CIR	GULFPORT	MS	39503
	116216	0807I-01-001.055	STONER MICHAEL T & MICHELE L	13506 HUNTING CIRCLE	GULFPORT	MS	39503
	135796	0807H-01-004.057	STRICKLEY RICHARD E & CECILE M	13720 FOX HILL DRIVE	GULFPORT	MS	39503
	55316	0907L-01-008.000	STUBBS DENNIS M & DELPHINE	101 E CHIPWOOD CIRCLE	GULFPORT	MS	39503
	135802	0807H-01-004.063	STUBBS MELVIN	13739 FOX HILL DR	GULFPORT	MS	39503
	135866	0807H-01-004.127	SWANSON MICA M	13736 CHASE MEADOW WAY	GULFPORT	MS	39503
	120187	0807I-01-001.119	SWINFORD JACOB	13673 HUNTINGTON CIR	GULFPORT	MS	39503
	135818	0807H-01-004.079	SYLVE NICKEIA	14040 FOX HILL DR	GULFPORT	MS	39503
	135813	0807H-01-004.074	TEACHOUT BRIAN & AMANDA	14020 FOX HILL DR	GULFPORT	MS	39303
	116237	0807I-01-001.076	TEEL JACQUELINE	13635 HUNINGTON CIRCLE	GULFPORT	MS	39503
	111675	0807I-01-001.005	THOMAS SHERRY N	13466 HUNTINGTON CIR	GULFPORT	MS	39503
	55326	0907L-01-035.000	THOMAS VICTORIA LYNN PETERSEN	309 ROBERTDALE RD	GULFPORT	MS	39503
	55276	0907L-01-058.000	THOMPSON DANIEL & DIANE	104 WEST CHIPWOOD DRIVE	GULFPORT	MS	39503
	111702	0807I-01-001.032	TOLTOWICZ NICKLAUS M & BRITTANY N	14085 REMINGTON DR	GULFPORT	MS	39503
	111689	0807I-01-001.019	TRAVELER BRIDGETTE STEWART	15065 REMINGTON DR	GULFPORT	MS	39503
	120168	0807I-01-001.100	TRUMAN SHERRY	13676 HUNTINGTON CIR	GULFPORT	MS	39503
	135856	0807H-01-004.117	UNDERWOOD JAMES E	13731 CHASE MEADOW WAY	GULFPORT	MS	39503
	55285	0907L-01-049.000	VALENCIA AARON	707 E POTTER DR	PHOENIX	AZ	85024
	135746	0807H-01-004.007	VEDRAL ANTHONY & SONIA	14172 FOX HILL DR	GULFPORT	MS	39503
	55335	0907L-01-003.000	VICORY JOANNE M	203 E CHIPWOOD DR	GULFPORT	MS	39503
	111716	0807I-01-001.046	WADE CRAIG A & CHRISHONA	15008 REMINGTON DR	GULFPORT	MS	39503
	55306	0907L-01-018.000	WALLS KENNETH F	13692 THREE RIVERS RD	GULFPORT	MS	39503
	111712	0807I-01-001.042	WARGO SAMANTHA J	14062 REMINGTON DR	GULFPORT	MS	39503
	120180	0807I-01-001.112	WATERS DAWN M	13697 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	135781	0807H-01-004.042	WHITE JERRY LEE	14041 FOX HILL DR	GULFPORT	MS	39503
	120177	0807I-01-001.109	WILLIAMS MAXIE W	13712 HUNTINGTON CIRCLE	GULFPORT	MS	39503
	135751	0807H-01-004.012	WILLIAMSON JOHN	14150 FOX HILL DR	GULFPORT	MS	39503

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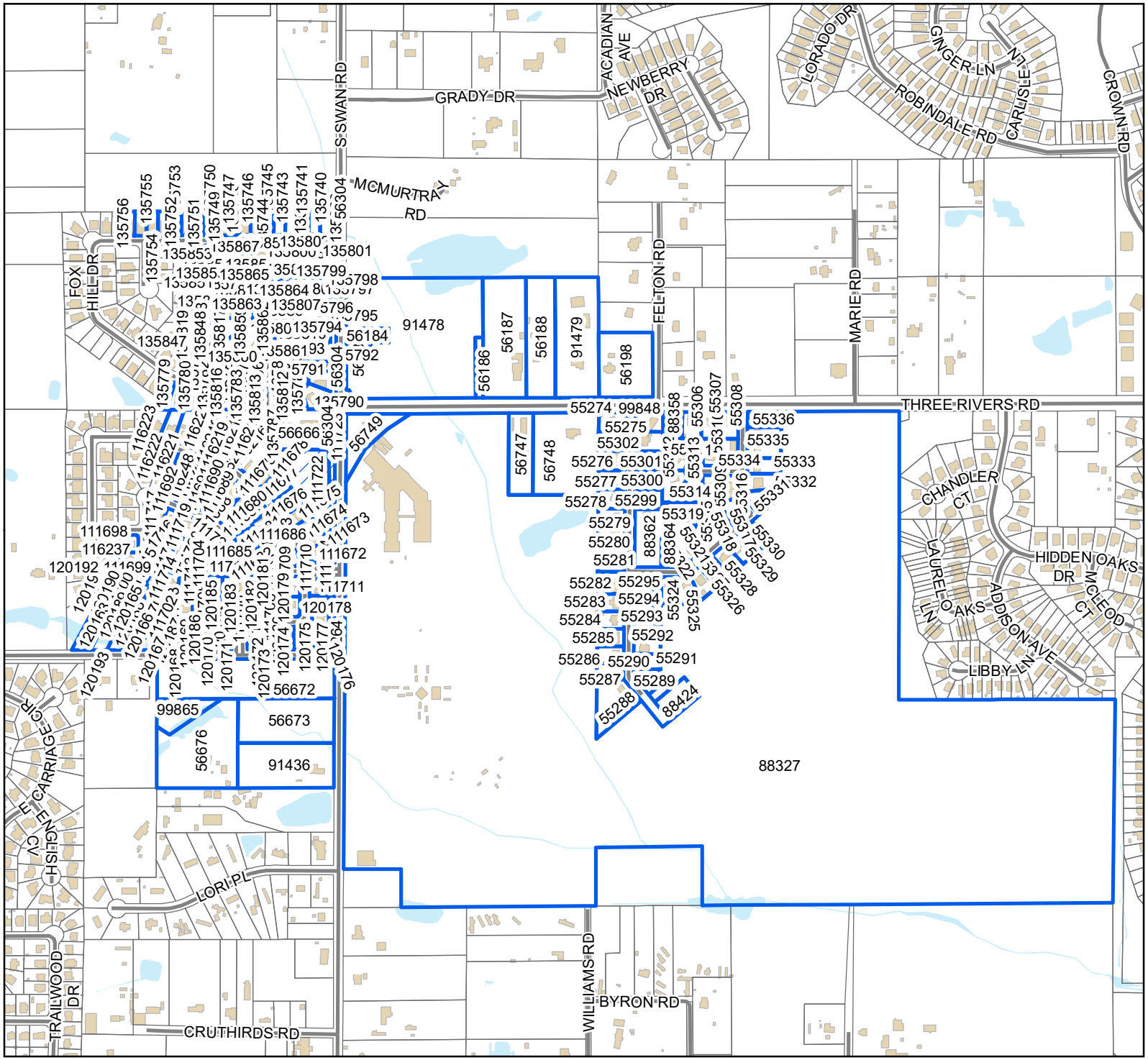
	120184	0807I-01-001.116	WILSON HERMAN II & JACQUELINE F	13685 HUNTINGTON CIR	GULFPORT	MS	39503
	55327	0907L-01-034.000	WOOD ROGER & TONIA	307 ROBERT DALE RD	GULFPORT	MS	39503
	135803	0807H-01-004.064	YOUNG GLORIA K & JOHN P	13735 FOX HILL DR	GULFPORT	MS	39503

2209PC160

Final Plat



Legend

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

0 110 220 330

Yards

1 inch = 715 feet

N W E S

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RE: Final Plat 2209PC160, by owners Necaise Land L.P. & Dennis Stieffel, tax parcels 0807I-01-001.052 & 0807I-01-001.053, Approval of Final Plat for 3-lot subdivision (The Hunington Phase 4), Three Rivers Rd, Zoned R-1-15, (Single-family), 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, September 22, 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, September 22, 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:
IPL0088455
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
BLX - Legal Ads
Final Cost:
59.04
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
September 1, 2022 10:59:14 AM EDT
Amount:
58.92
Date
September 1, 2022 11:00:32 AM EDT
Amount:
0.12

SCHEDULE FOR AD NUMBER IPL00884550

September 5, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00884550

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, September 22, 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.

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Resubdivision 2209PC172, by owners Nicholas Shay, Ronald David Brown, Leah Simon, & Carlos Gautreaux, tax parcel 0811L-04-122.000, Divide into two new parcels, 1301 31st Ave, Zoned T4+ (General Urban Zone "Plus"), Ward 2
General Plan 2209PC173, by owner C&G Holdings, LLC, tax parcel 1010M-01-013.001, Requests approval for a 75-lot Zero Lot Line subdivision (Gulf Grove), Cowan Rd, Zoned T4+ (General Urban Zone "Plus") and T4L (General Urban Zone "Limited"), Ward 2

This the 1st day of September, 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0088455
Sep 5 2022

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

MEMORANDUM

To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: September 22, 2022

Re: <u>Planning Commission Approval 2209SE161:</u>

Planning Commission Approval 2209SE161, by agent Garlon Pemberton, tax parcel 1010H-02-030.000, Request automotive sales use, 2137 E. Pass Road, Zoned B-1 (Neighborhood Business), Ward 2

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2209PC161

Hearing Date: September 22, 2022

Current Zoning/Use: B-1 / Commercial

Legal: Planning Commission Approval 2209SE161, by agent Garlon Pemberton, tax parcel 1010H-02-030.000, Request automotive sales use, 2137 E. Pass Road, Zoned B-1 (Neighborhood Business), Ward 2

TECHNICAL DETAILS

The applicant request to park and sale online exotic cars at 2137 E. Pass Road. The applicant states all cars will be parked inside the building. A site visit was conducted on 9/13/22 and staff found that there are an array of mixed uses in this particular area such as I Love Mac & Cheese Restaurant, Forever Young Apparel, Wells Fargo, Layea's Coffee, The Fly Boutique, and Coastal Carwash. Further, by cars being kept in the building for safety, the use would be in harmony with the existing neighborhood.

EXECUTIVE SUMMARY

This area consist of many uses, commercial and residential. The Planning Commission will need to determine if this project is in harmony with the existing neighborhood and the neighboring residential. However, it should be noted that the tree advisor denied the request. (See attachment).

Any approval should consider these conditions:

1. Approval allow for the use of online sales and showroom of exotic cars.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 9/12/22.

Public Works: No conditions. Memo dated 9/12/22.

Traffic and Safety: No conditions. Memo dated 9/12/22.

Building Code Services: No conditions. Memo dated 9/12/22.

GIS: No conditions. Memo dated 9/12/22.

Police Department: No conditions. Memo dated 9/7/22.

Technical Report

PLANNING COMMISSION APPROVAL

Fire Department: No conditions. Memo dated 9/8/22.

City Arborist: Denied. Permit violation. Memo dated 9/7/2022.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

_____

Greg Pietrangelo
Director of Urban Development Department

Cory Long

From: Cory Long
Sent: Wednesday, September 21, 2022 8:18 AM
To: Alan C. Featherston
Subject: RE: Garlon car dealership - 2209SE161

Okay, I'm going to life you denial on it based on this email. Thanks again.

Cory

From: Alan C. Featherston <afeatherston@gulfport-ms.gov>
Sent: Wednesday, September 21, 2022 8:07 AM
To: Cory Long <rlong@gulfport-ms.gov>
Subject: RE: Garlon car dealership - 2209SE161

Yes I did.

Thanks,
Al

From: Cory Long <rlong@gulfport-ms.gov>
Sent: Wednesday, September 21, 2022 8:06 AM
To: Alan C. Featherston <afeatherston@gulfport-ms.gov>
Subject: Garlon car dealership - 2209SE161

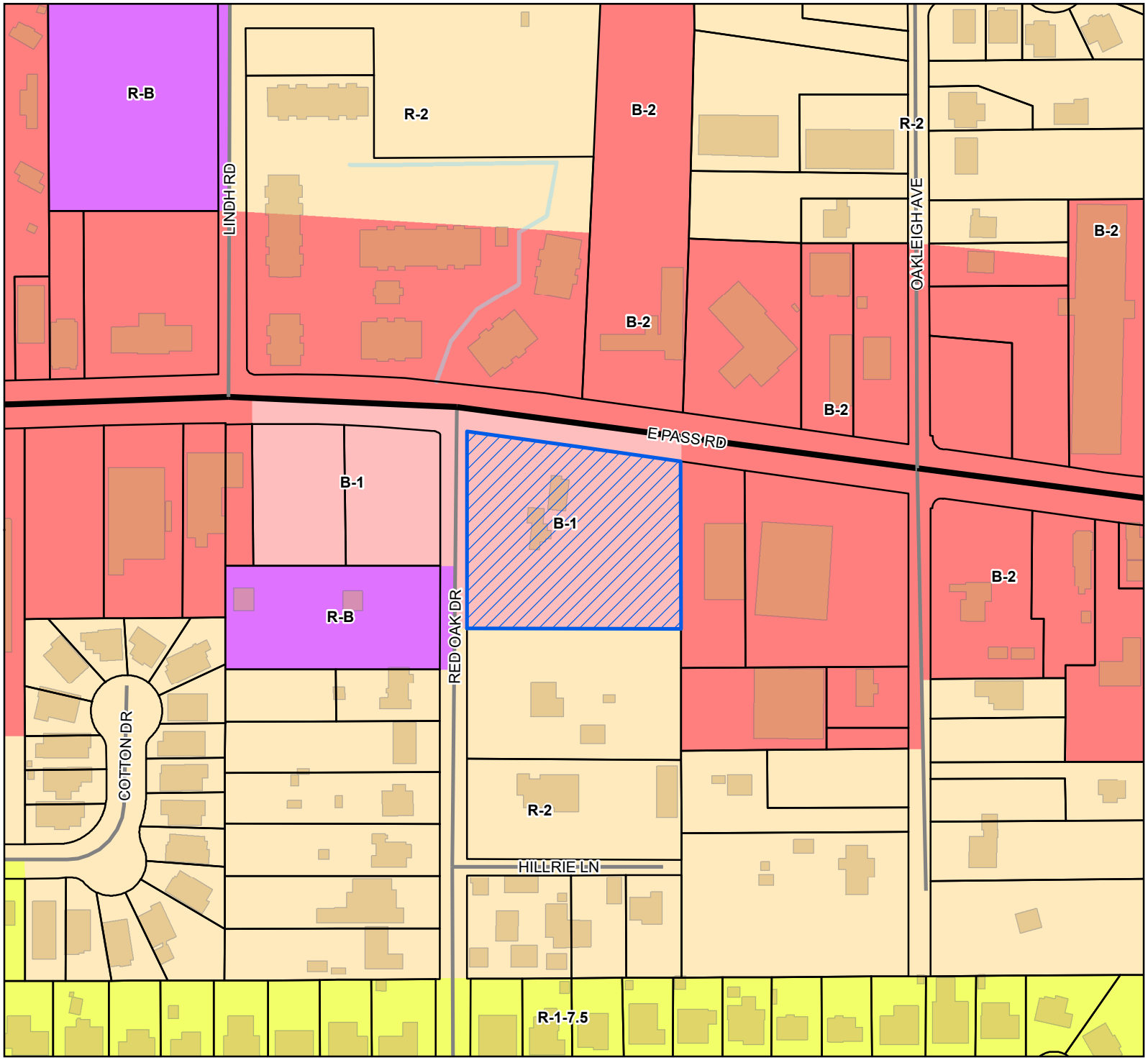
Hey Alan,

Did you get everything you needed for this project?

Thank you,
Cory

2209SE161

Special Exception



Site
US or State Highway
Street
Parcels
Buildings
Water Features

Zoning

B-1 - Neighborhood Business District
B-2 - General Business District
R-1-7.5 - Single Family Residence District (Low Density)
R-2 - Single Family Residence District (Medium Density)
R-B - Residence-Business District

Site Information

1010H-02-030.000
Zoning: B-1 (Neighborhood business)
Size: 1.8 acres
Flood: X

0 30 60 90
Yards

1 inch = 200 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
PLANNING COMMISSION APPROVAL

For Staff Use Only

Case File #: 2209SE161

Date Received: 7-27-22

Receipt #:

Received By:

Zoning: B-1

Ward: 2 Flood: X

Size: 1.8 acre

(If necessary, use separate sheet of paper)

Property Information

TAX PARCEL # 1 0 1 0 H – 0 2 – 0 3 0 . 0 0 0

Address of Property Involved: 2137 East Pass Road

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

General Location: Southeast corner of Red Oak and Pass Road

GENERAL DESCRIPTION OF REQUEST:

Park and sale online exotic cars. No work to be perfored onsite just sales and showroom. All vehicles to be kept inside

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
RED AUTO, LLC	GARLON PEMBERTON
Printed Name Of Owner	Printed Name Of Agent
440 GREEN TEAL CT	9591 SOUTH BAYOU BEND DR
Mailing Address	Mailing Address
BILOXI MS 39531	GULFPORT MS 39503
City State Zip code	City State Zip code
954-662-3500	228-324-2366
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
isinsurance@gmail.com	LGTRUCKGROUP@GMAIL.COM
Email	Email
X	
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) SOJ Pass Road, LLC

ADDRESS (STREET, CITY, STATE, ZIP CODE 2355 Pass Rd Biloxi, MS 39531

PHONE # (H) _____ (W) 228-388-7441

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: X

NAME OF OWNER (PRINT) Gulf Coast Exotic Auto, LLC

ADDRESS (STREET, CITY, STATE, ZIP CODE 2747 Pass Rd Biloxi MS 39531

PHONE # (H) _____ (W) 954-662-3500

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: X

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE _____

PHONE # (H) _____ (W) _____

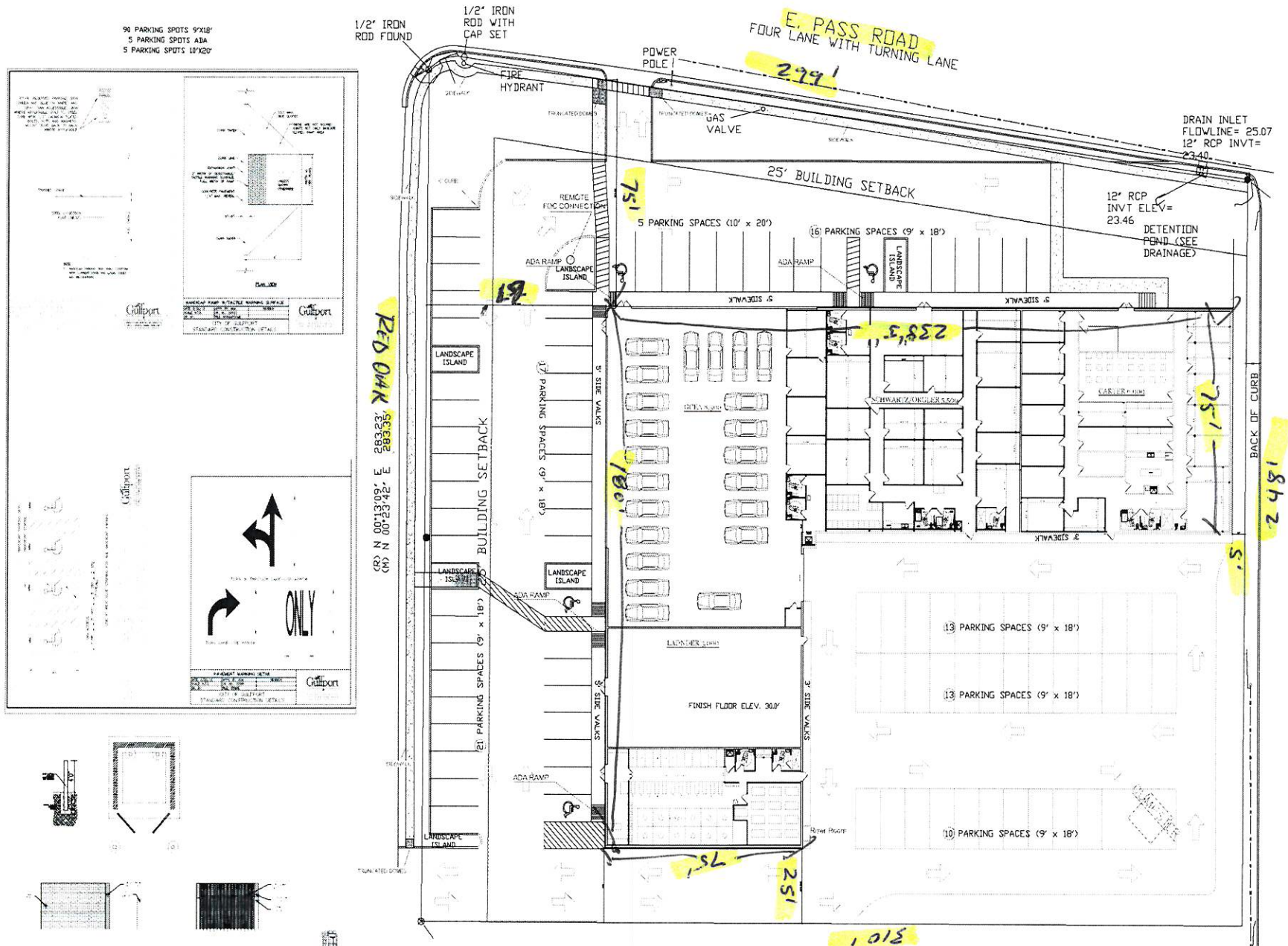
TAX PARCEL NUMBER(S) OWNED _____

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: _____

All other site and building requirements for this particular use are already met other than special exception. This business will be indoor car showroom that will be in harmony with the other business in the building. All business will be done online and inside the car showroom.



PROPOSED SITE PLAN

1/16" SCALE

PROPOSED BUILDING DESIGN FOR:

RED AUTO PROPERTIES, LLC

2137 EAST PASS ROAD
Gulfport, MISSISSIPPI

DATE: 02/05/2022

SCALE: AS NOTED

DRAWN: GP

SHEET: C2

Prepared By and Return To:
Schwartz, Orgler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550
File #220103

Index as follows:
Pt of Section 29, T7S, R10W, 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,

GULF COAST EXOTIC AUTO, LLC
A Mississippi Limited Liability Company
440 GREEN TEAL COURT
BILOXI, MS 39531
(954) 662-3500

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

REDAUTO PROPERTIES, LLC
A Mississippi Limited Liability Company
22355 PASS ROAD, SUITE B
BILOXI, MS 39531
(954) 662-3500

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

Attached hereto as Exhibit "A"

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.

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 SIGNATURES of the Grantors on this the 2nd day of February, 2022.

GULF COAST EXOTIC AUTO, LLC

BY:_____

IVAN M. SPINNER, Manager/Member

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority of law in and for this jurisdiction, the within named **IVAN M. SPINNER, Manager/Member** of **GULF COAST EXOTIC AUTO, LLC, A Mississippi Limited Liability Company,** who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, for and on behalf of said company, having been duly authorized so to do.

WITNESS my signature and official seal of office on this the 2nd day of February, 2022.

Celeste Paige
NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 52174 CELESTE PAIGE Commission Expires March 28, 2025 HARRISON COUNTY

To whom it may concern,

We Red Auto Properties grant permission to Garlon Pemberton to act as our agent for all matters dealing with The City Of Gulfport for 2137 East Pass Road.

Thank you,

Red Auto Properties, LLC

ROBERT SCHMANTZ

STATE OF MISSISSIPPI
DAWN PARKER
NOTARY PUBLIC
Harrison County
Commission Expires
September 23, 2023
COMMISSION NUMBER 155265

Dawn Parker

Michael Watson
SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Redauto Properties, LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1310981
Status:	Good Standing
Effective Date:	11/09/2021
State of Incorporation:	Mississippi
Principal Office Address:	2355 Pass Road Biloxi, MS 39531

Registered Agent

Name

Robert Schwartz
2355 Pass Road
Biloxi, MS 39531

Officers & Directors

Name	Title
Robert Schwartz 2355 Pass Road Biloxi, MS 39531	Organizer
Robert T Schwartz 2355 Pass Road Biloxi, MS 39531	Manager

PERMITS/INSP PAYMENT RECPT#: 11406364
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 07/27/22 TIME: 11:11
CLERK: tsjohnson DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 75.00

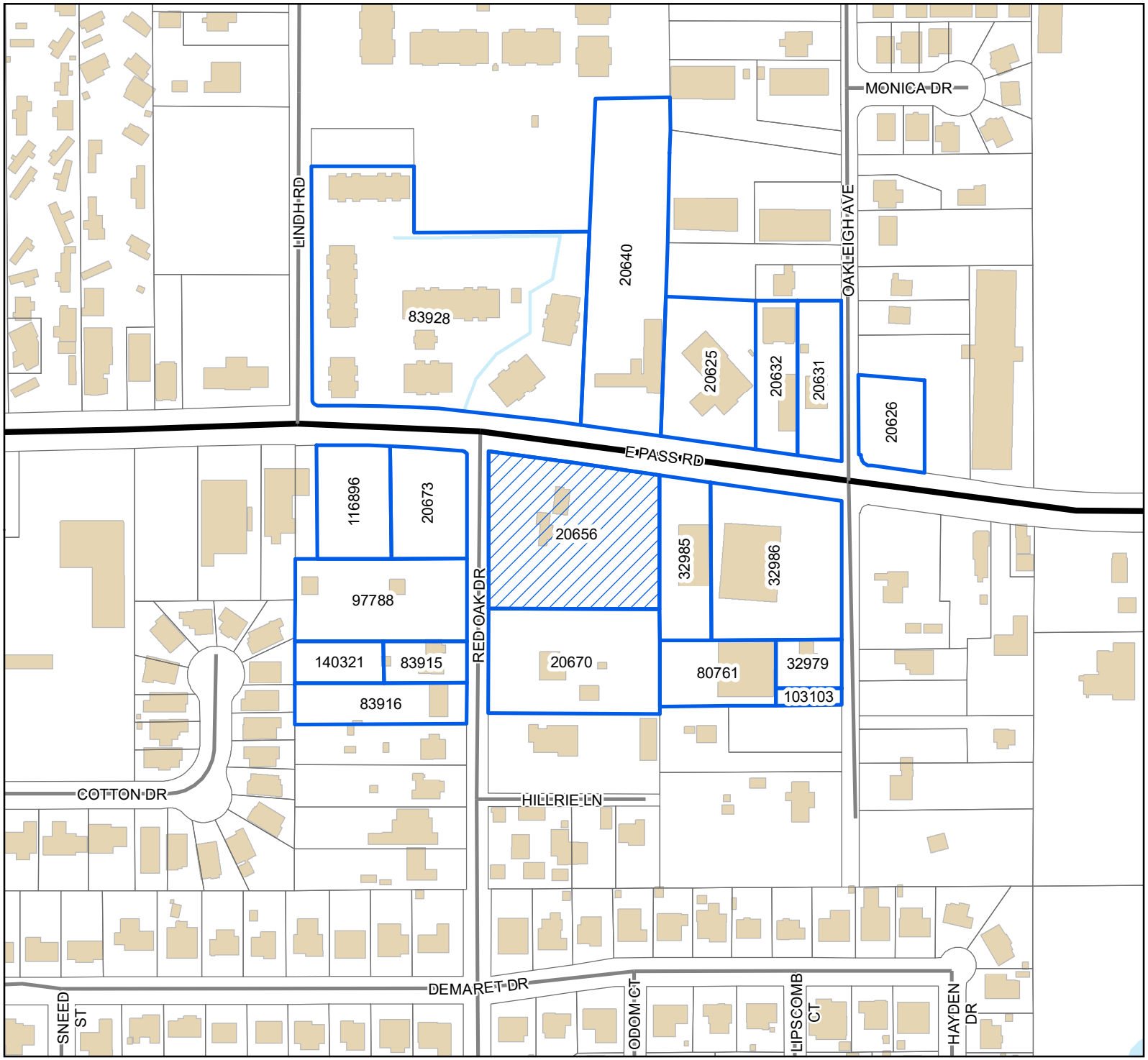
AMOUNT PAID: 75.00

PAID BY:
PAYMENT METH: CHECK
0498
REFERENCE:

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

2209SE161

Special Exception



Legend

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- Adjacent Properties
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- Buildings
- Water Features

0 40 80 120
Yards

1 inch = 250 feet

N
W E
S

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Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	20656	1010H-02-030.000	RED AUTO, LLC (OWNER)	440 GREEN TEAL CT	BILOXI	MS	39531
	20656	1010H-02-030.000	GARLON PEMBERTON (AGENT)	9591 SOUTH BAYOU BEND DR	GULFPORT	MS	39503
			Adjacent Property Owners (2209SE161)				
	32986	1010H-02-018.000	BELL ANTHONY	4 POVENIER PL	GULFPORT	MS	39507
	20670	1010H-02-029.000	STEELE VINCE R & BRIMAGE CHERYL	628 RED OAK DR	GULFPORT	MS	39507
	20640	1010H-03-012.000	COASTAL CAR WASH OF THE SOUTH LLC	P O BOX 962	LONG BEACH	MS	39560
	20625	1010H-03-009.000	ROSS-FIELD DIANE E	29 OLD OAK LN	GULFPORT	MS	39503
	20631	1010H-03-010.000	GBY DEVELOPMENT LLC	2368 PASS RD	BILOXI	MS	39531
	20632	1010H-03-011.000	GONZALES JOE & KOPSZYWA DIANNA	2170 E PASS RD	GULFPORT	MS	39507
	116896	1010H-02-031.001	JSP LLC	P O BOX 2965	GULFPORT	MS	39505
N	20673	1010H-02-031.000	JSP LLC	P O BOX 2965	GULFPORT	MS	39505
	80761	1010H-02-021.000	BELL ANTHONY W	4 POVENIER PLACE	GULFPORT	MS	39507
N	103103	1010H-02-021.001	BELL ANTHONY W	4 POVENIER PLACE	GULFPORT	MS	39507
	83928	1010H-03-013.000	GULF POINTE CH LLC C/O READ PROPERTY G	4706 18TH AVE	BROOKLYN	NY	11204
	20626	1010H-01-046.000	GULFPORT LAND HOLDINGS INC	P O BOX 1522	GULFPORT	MS	39502
	32985	1010H-02-019.000	2159 E PASS LLC	270 TRACE COLONY PARK STE B	RIDGELAND	MS	39157
	32979	1010H-02-020.000	BIG RENTALS INC	301 REAGAN CIRCLE	FRANKLIN	IN	46131
	140321	1010H-02-032.002	SMITH DIANE ETAL	P O BOX 151	HENRYVILLE	IN	47126
	83915	1010H-02-032.000	LEWIS DARRIN	15 BLUE MILL RD	KEARNEY	NE	68847
	97788	1010H-02-032.001	JSP LLC	P O BOX 2965	GULFPORT	MS	39505
	83916	1010H-02-033.000	SECTY OF VETERANS AFFAIRS	3401 WEST END AVE STE 760W	NASHVILLE	TN	37203

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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:
IPL0088455
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
BLX - Legal Ads
Final Cost:
59.04
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
September 1, 2022 10:59:14 AM EDT
Amount:
58.92
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September 1, 2022 11:00:32 AM EDT
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SCHEDULE FOR AD NUMBER IPL00884550

September 5, 2022
SunHerald (Biloxi)

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Planning Commission Approval 2209PC170, by agent Randy Kirby, tax parcel 0809N-03-006.002, Requests a medical cannabis dispensary use, 9113 Hwy 49, Zoned B-4 (Highway business), Ward 3

Zoning Text Amendment 2209PC171, by Lauren Illing, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases Medical cannabis Establishment and Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses Medical Cannabis Dispensary

Resubdivision 2209PC172, by owners Nicholas Shay, Ronald David Brown, Leah Simon, & Carlos Gautreaux, tax parcel 0811L-04-122.000, Divide into two new parcels, 1301 31st Ave, Zoned T4+ (General Urban Zone "Plus"), Ward 2
General Plan 2209PC173, by owner C&G Holdings, LLC, tax parcel 1010M-01-013.001, Requests approval for a 75-lot Zero Lot Line subdivision (Gulf Grove), Cowan Rd, Zoned T4+ (General Urban Zone "Plus") and T4L (General Urban Zone "Limited"), Ward 2

This the 1st day of September, 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0088455
Sep 5 2022

<< 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: September 22, 2022

Re: **<u>Resubdivision 2209PC162:</u>**

Resubdivision 2209PC162, by owner Michael Morken, Divide into two new parcels, tax parcel 0811E-03-043.000, 1723 31st Ave, Zoned T3 (Sub-Urban Zone), Ward 2

2209PC162

Resubdivision

Site
US or State Highway
Street
Alley
Parcels
Buildings

Smart Code

T5
T4+
T4L
T3

Zoning

B-1 - Neighborhood Business District
R-2 - Single Family Residence District (Medium Density)

Site Information

0811E-03-043.000
Zoning: T3 (Sub-urban Zone)
Size: 14,953 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 RESUBDIVISION

For Staff Use Only

Case Number: 2209PC162
Date Received: 7/28/2022
Receipt Number:
Received By: LE
Zoning: T3
Ward: 2 Flood: X
Size: 14953 sqft.

Property Information

TAX PARCEL # 0811E-03-043.000

(If necessary, use separate sheet of paper)

Address of Property Involved: 1723 31ST AVE GULFPORT

Lot(s) 1, 2, 3, AND 4, Block(s) 141, Subdivision ORIGINAL GULFPORT

General Location:

GENERAL DESCRIPTION OF REQUEST:

SEEKING TO SEPARATE LOTS 1 AND 2 FROM LOTS 3 AND 4 TO MAKE 2 EQUAL SIZED (7500 SF)

(DIVIDE 1 PARCEL INTO 2 NEW 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
MICHAEL R MORKEN	
Printed Name of Owner	Printed Name of Agent
1723 31ST AVE	
Mailing Address	Mailing Address
GULFPORT MS 39501	
City State Zip code	City State Zip code
228 806 5196	
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
GPTMSMIKE@GMAIL.COM	
Email	Email
Michael R Morken	
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.

Gulfport MISSISSIPPI ONE COAST

Covenant Affidavit

I, MICHAEL R MORKER, being owner or agent of the property 1223 31ST AVE GULFPORT

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.

Michael R Morker — 07/28/22

Signature — *Date*

STATE OF MISSISSIPPI | COUNTY OF HARRISON

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

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

18TH ST
17TH ST
ALLEY
142
141
140
3
Harrison County GIS Department

BOOK 1629 PAGE 645

ENTERED ON COMPUTER

INDEX: Lots 1-4, Block 141,
Original Gulfport
STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

1st Judicial District
Instrument Number 2003 4082 D
Filed 6 2 2003 2 50 P
Total Fees 8.00
Book 1629 Page 645-646 Recorded 6-3-03

ASSUMPTIVE WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, **TROY L. WHALEY**, does hereby sell, convey and warrant unto **MICHAEL R. MORKEN,** the following described property situated and being located in the First Judicial District of Harrison County, Mississippi, and being further described as follows, to-wit:

> Lots 1, 2, 3 and 4, in Block 141, of the Plat of ORIGINAL GULFPORT, as the same appears of record in the office of the Chancery Clerk of said County. Said house being numbered and designated as 1723 31st Avenue, in said Gulfport, Mississippi, together with all improvements thereon.

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way, easements and the prior reservations of all oil, gas and other minerals. Taxes for the current year are hereby assumed by the Grantee herein.

BY ACCEPTANCE OF THIS DEED, Grantee herein, as part of the purchase price and consideration for this deed, assumes the obligations and agrees to pay the indebtedness evidenced by that certain Note and Deed of Trust dated April 25, 2002, executed by Troy L. Whaley and Evelyn Whaley, to Harry R. Allen , Trustee for Hancock Mortgage Corporation, in the original

amount of $54,000.00, and recorded in Book 2415 at Page 528 of the Records of Mortgages on file in the office of the Chancery Clerk, First Judicial District of Harrison County, Mississippi.

WITNESS OUR SIGNATURES, this 25th day of ~~October~~ May, 2003.

TROY L. WHALEY

MICHAEL R. MORKEN

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforestated jurisdiction, the within named, TROY L. WHALEY, Grantor, and MICHAEL R. MORKEN, Grantee, who acknowledged that they signed and delivered the above and foregoing Assumptive Warranty Deed on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal of office, this 25th day of ~~October~~ May, 2003.

NOTARY PUBLIC
My Commission Expires: 1/1/04

GRANTOR ADDRESS: 3624 Jody Nelson Dr. Gpt. MS 39507

PHONE NO.: 867-9169 SS#: 499-86-5791

GRANTEE ADDRESS: 1723 31ST AVE GPT

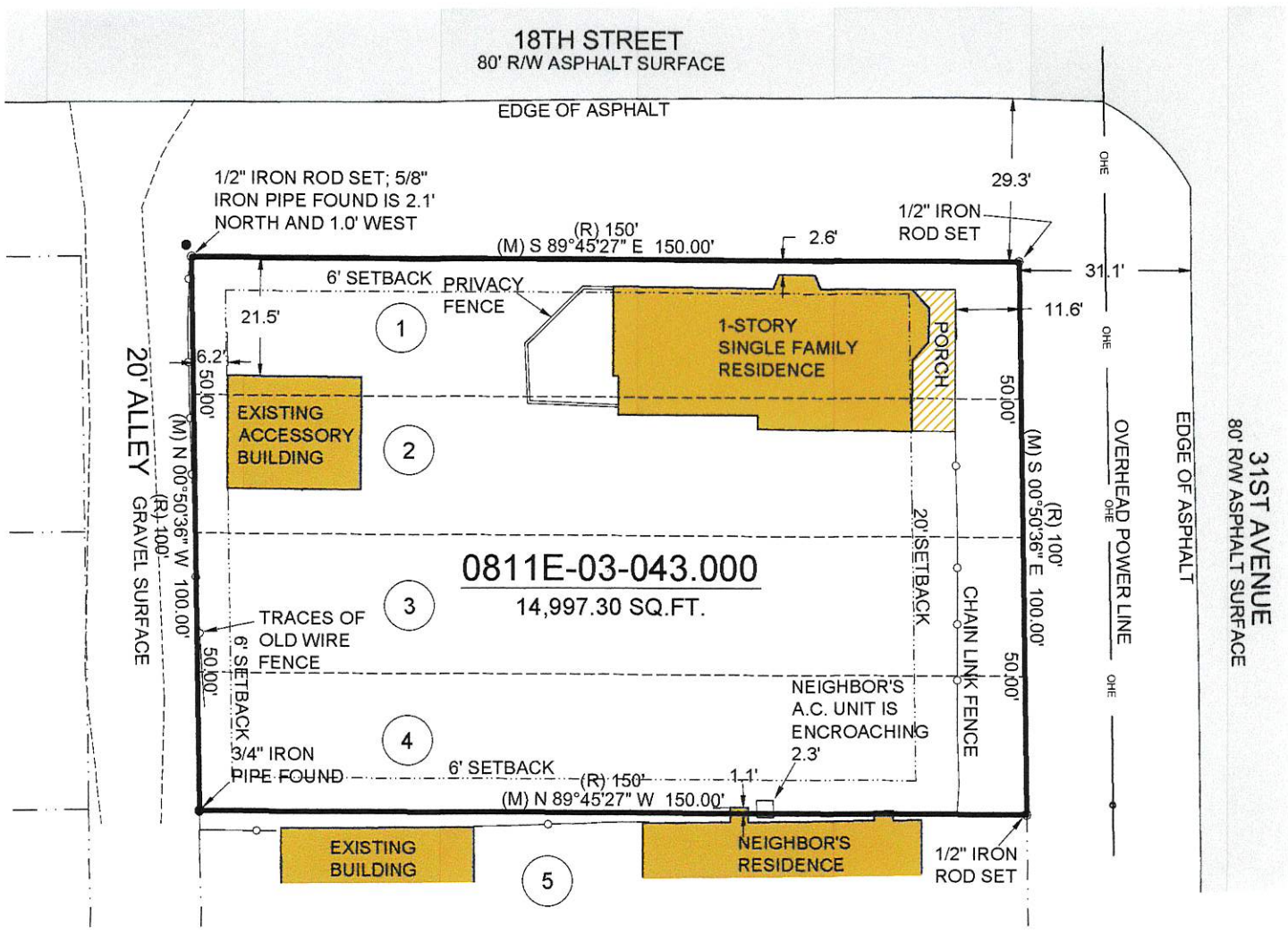
PHONE NO.: 228 822 9110 SS#: 409291591

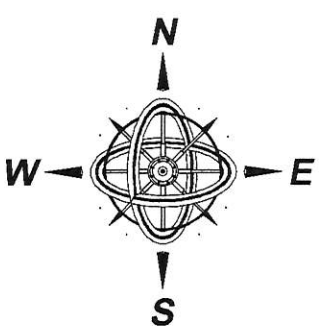
DOCUMENT PREPARED BY: MILLER & SMITH, 1922 23rd Avenue, Gulfport, Mississippi 39501 (228-864-2515)

A RESUBDIVISION OF A 14,997.30 SQUARE FEET PARCEL, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO LOTS A AND B. SAID PARCEL BEING REFERRED TO AS TAX PARCEL NO. 0811E-03-043.000, ADDRESS- 1723 31ST AVENUE

LEGEND:

- -- IRON ROD FOUND
- -- IRON PIPE FOUND
- -- IRON ROD SET
- -- SPIKE FOUND
- -- SPIKE SET
- -- CONCRETE MONUMENT FOUND
- -- CONCRETE MONUMENT SET
- -- LIGHTARD KNOT FOUND
- APS -- AS PER SURVEY
- APR -- AS PER RECORD
- APP -- AS PER PLAT
- IRF -- IRON ROD FOUND
- IRS -- IRON ROD SET





REFERENCE: GRID NORTH BY GPS OBSERVATION (DATUM=NAD 83)

NOTES:

1.) FIELD SURVEY PEFORMED WITH A TOPCON HIPER VR GPS RECIEVER.
2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
3.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.
4.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.

FLOOD ZONE NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN THE FIRM ZONE "X" ACCORDING TO MAP NUMBER 28047C0376G, DATED JUNE 16, 2009. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING. THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.

REFERENCE MATERIALS:

1.) GULFPORT ONLINE AT.AS
2.) RECORDED PLAT OF ORIGINAL GULFPORT
3.) HARRISON COUNTY TAX MAPS
4.) DEED BOOK 1629, PAGE 645

GPS OBSERVATION NOTE

DATE OF FIELD WORK: 7/26/2022
TOPCON HIPER VR RECIEVER WAS USED FOR GPS OBSERVATION, UTILIZING THE EARL DUDLEY, INC. REAL-TIME NETWORK

0 30 60 90

NOTE:

PROPERTY IS SERVICED BY CITY OF GULFPORT WATER AND SEWER AT THIS TIME.

MINIMUM BUILDING SETBACKS:

THIS PARCEL OF LAND IS LOCATED IN SMARTCODE ZONE T3, AS PER CITY OF GULFPORT ONLINE ATLAS. REFER TO CITY OF GULFPORT MUNICODE FOR SETBACKS AND OTHER CRITERIA.

CLIENT: MICHAEL R. MORKEN
DATE OF FIELD SURVEY: 7/26/2022
DRAWN BY: CAC
JOB NUMBER: 22212.dwg

PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

A RESUBDIVISION OF A 14,997.30 SQUARE FEET PARCEL, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO LOTS A AND B. SAID PARCEL BEING REFERRED TO AS TAX PARCEL NO. 0811E-03-043.000, ADDRESS- 1723 31ST AVENUE

LEGEND:

- ⊠ -- IRON ROD FOUND
- ● -- IRON PIPE FOUND
- ○ -- IRON ROD SET
- ⊠ -- SPIKE FOUND
- △ -- SPIKE SET
- ⊠ -- CONCRETE MONUMENT FOUND
- □ -- CONCRETE MONUMENT SET
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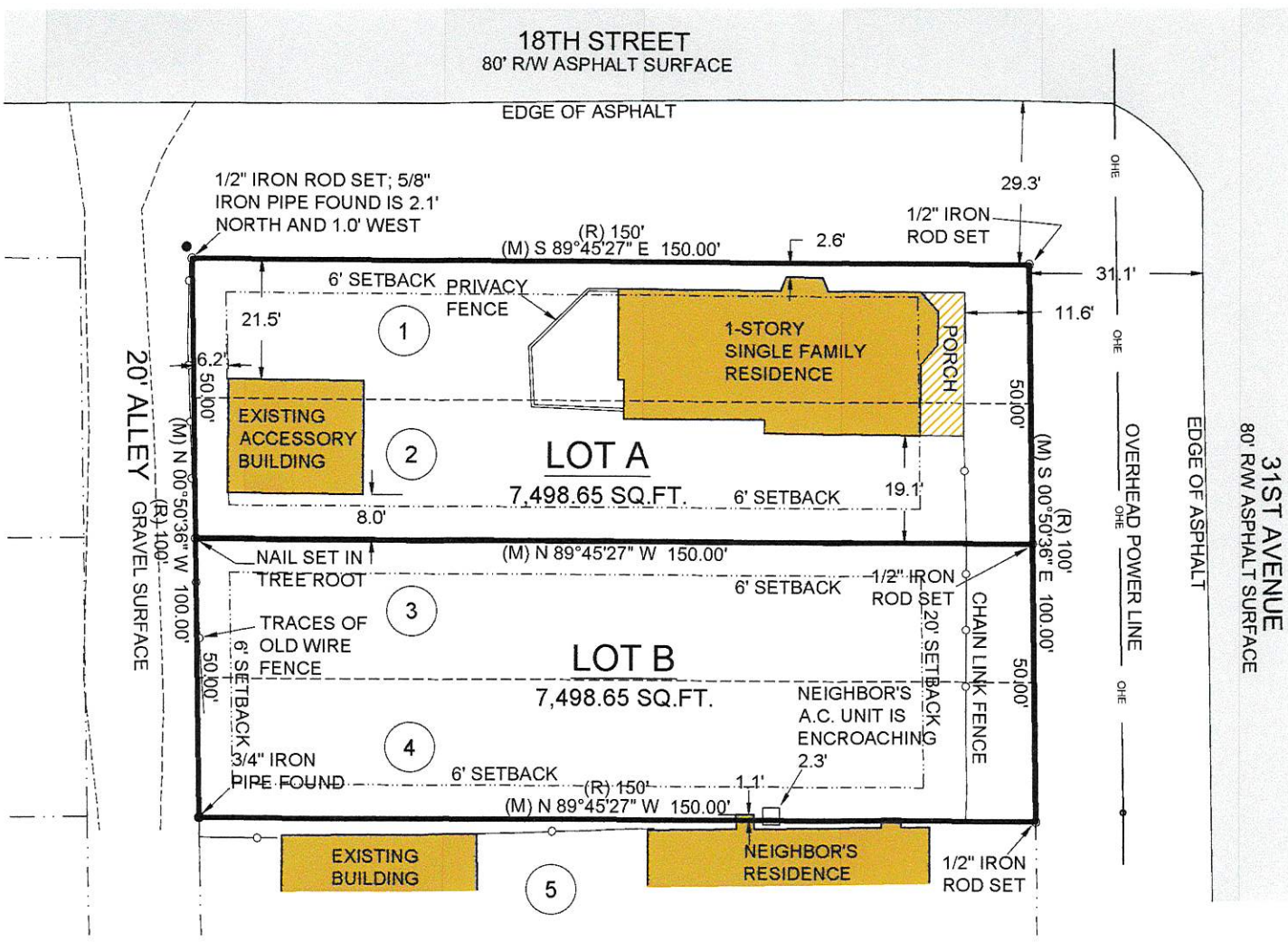

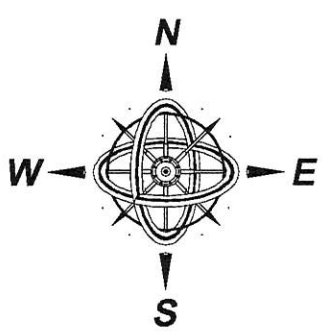

REFERENCE: GRID NORTH BY GPS OBSERVATION (DATUM=NAD 83)

NOTES:

1.) FIELD SURVEY PEFORMED WITH A TOPCON HIPER VR GPS RECIEVER.
2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
3.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.
4.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.

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REFERENCE MATERIALS:

1.) GULFPORT ONLINE ATLAS
2.) RECORDED PLAT OF ORIGINAL GULFPORT
3.) HARRISON COUNTY TAX MAPS
4.) DEED BOOK 1629, PAGE 645

GPS OBSERVATION NOTE

DATE OF FIELD WORK: 7/26/2022
TOPCON HIPER VR RECIEVER WAS USED FOR GPS OBSERVATION, UTILIZING THE EARL DUDLEY, INC. REAL-TIME NETWORK

0 30 60 90

NOTE:

PROPERTY IS SERVICED BY CITY OF GULFPORT WATER AND SEWER AT THIS TIME.

MINIMUM BUILDING SETBACKS:

THIS PARCEL OF LAND IS LOCATED IN SMARTCODE ZONE T3, AS PER CITY OF GULFPORT ONLINE ATLAS. REFER TO CITY OF GULFPORT MUNICODE FOR SETBACKS AND OTHER CRITERIA.

CLIENT: MICHAEL R. MORKEN
DATE OF FIELD SURVEY: 7/26/2022
DRAWN BY: CAC
JOB NUMBER: 22212.dwg

PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

A RESUBDIVISION OF A 14,997.30 SQUARE FEET PARCEL, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO LOTS A AND B. SAID PARCEL BEING REFERRED TO AS TAX PARCEL NO. 0811E-03-043.000, ADDRESS- 1723 31ST AVENUE

BOUNDARY NOTE:

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

RECORD DESCRIPTION, DEED BOOK 1629, PAGE 645

Lots 1, 2, 3 and 4, in Block 141, of the Plat of ORIGINAL GULFPORT, as the same appears ofrecord in the office of the Chancery Clerk of said County. Said house being numbered and designated as 1723 31st Avenue, in said Gulfport, Mississippi, together with all improvements thereon.

GENERAL NOTES:

1.) THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY CLIENT, WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.

2.) THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE "X" ACCORDING TO MAP NUMBER 28047C0376G DATED JUNE 16, 2009.

3.) BEARINGS SHOWN HEREON ARE DERIVED BY: GRID NORTH BY GPS OBSERVATION. ALL LINES RELATIVE TO.

4.) THIS SURVEY MEETS MISSISSIPPI MINIMUM REQUIREMENTS FOR A CLASS "B" SURVEY.

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

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

LEGAL DESCRIPTIONS OF LOTS CREATED BY THIS SUBDIVISION:

DESCRIPTION: LOT A

LOTS 1 AND 2, BLOCK 141, ORIGINAL GULFPORT SUBDIVISION, CITY OF GULFORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI.

DESCRIPTION: LOT B

LOTS 3 AND 4, BLOCK 141, ORIGINAL GULFPORT SUBDIVISION, CITY OF GULFORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI.

CLIENT: MICHAEL R. MORKEN
DATE OF FIELD SURVEY: 7/26/2022
DRAWN BY: CAC
JOB NUMBER: 22212.dwg

PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

CERTIFICATE OF RESUBDIVISION

IN ACCORDANCE WITH SECTION 9-48 OF THE CODE OF ORDINANCE (SUBDIVISION REGULATIONS) OF THE CITY OF GULFPORT AS AMENDED, IT IS HEREBY CERTIFIED THAT THE GULFPORT CITY PLANNING COMMISSION CHAIRMAN AND GULFPORT CITY COUNCIL HAVE REVIEWED AND APPROVED THIS FINAL PLAT FOR THE RESUBDIVISION OF TAX PARCEL # 0811E-03-043.000, LOCATED IN THE CITY OF GULFPORT, MS. THE SUBJECT PROPERTY IS GENERALLY DESCRIBED AS BEING LOCATED ON WEST SIDE OF 31ST AVENUE AND ON THE SOUTH SIDE OF 18TH STREET. THE AD VALOREM TAX PARCEL NUMBERS OF THE SUBJECT PROPERTY IS

0811E-03-043.000. *THE CASE FILE NUMBER IS* _____.

OWNER'S DEDICATION

THIS IS TO CERTIFY THAT MICHEAL R. MORKEN IS THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT, DECLARE THIS TO BE A CORRECT PLAT.

WITNESS MY SIGNATURE ON THIS 28 DAY OF July, 2022.

BY: MICHAEL R. MORKEN

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:

BY: MICHEAL R. MORKEN

THIS 28th *DAY OF* July, *2022.*

ACKNOWLEDGEMENT

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

NOTARY PUBLIC

MY COMMISSION EXPIRES: April 19, 2025

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

A RESUBDIVISION OF A 14,997.30 SQUARE FEET PARCEL, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO LOTS A AND B. SAID PARCEL BEING REFERRED TO AS TAX PARCEL NO. 0811E-03-043.000, ADDRESS- 1723 31ST AVENUE

SURVEYOR'S CERTIFICATE

I, CLIFFORD A. CROSBY, PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTIONS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT ALL MONUMENTS SHOWN ON THIS SURVEY ACTUALLY EXIST AS LOCATED AND THAT ALL DIMENSIONAL AND OTHER DATA SHOWN ARE CORRECT. I ALSO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI".

WITNESS MY SIGNATURE AND SEAL THIS 27th *DAY OF* JULY, *2022.*

CLIFFORD A. CROSBY, MS PLS 2539

CLIFFORD A. CROSBY
REGISTERED PROFESSIONAL
LAND SURVEYOR
PLS 2539
STATE OF MISSISSIPPI

CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

SUBMITTED TO AND APPROVED BY THE CITY OF GULFPORT PLANNING COMMISSION ON THE _____ *DAY OF* _____, *2022.*

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

BY: _____
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 GULFPORT'S CLERK OF 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 GULFPORT'S MAYOR

CLIENT: MICHAEL R. MORKEN
DATE OF FIELD SURVEY: 7/26/2022
DRAWN BY: CAC
JOB NUMBER: 22212.dwg

PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	88379	0811E-03-043.000	MORKEN MICHAEL R (OWNER)	1723 31ST AVE	GULFPORT	MS	39501
			Adjacent Property Owners 2209PC162)				
	127542	0811E-03-016.002	ATWOOD PROPERTIES LLC	421 VICTORY ST	GULFPORT	MS	39507
	19947	0811E-03-047.000	BUSSOLATI PAUL J	1712 31ST AVE	GULFPORT	MS	39501
N	19948	0811E-03-046.000	BUSSOLATI PAUL J	1712 31ST AVE	GULFPORT	MS	39501
	19806	0811E-03-013.000	CORNICHE PROPERTIES LLC	45 HARDY CT STE 103	GULFPORT	MS	39507
	19814	0811E-03-006.000	DAS HOLDINGS LLC	9366 STONE RD	GULFPORT	MS	39503
	19811	0811E-03-003.000	DEMETRAKOPOULOS JOHN	187 PORTER AVE	BILOXI	MS	39530
N	19940	0811E-03-053.000	DEMETRAKOPOULOS JOHN	187 PORTER AVE	BILOXI	MS	39633
	88373	0811E-03-002.000	EAW LLC	428 COURTHOUSE RD STE B	GULFPORT	MS	39507
	19960	0811E-03-035.000	FERGUSON BETTY L -EST-	1720 32ND AVE	GULFPORT	MS	39501
	19966	0811E-03-030.000	FERGUSON MARY J	1715 32ND AVE	GULFPORT	MS	39501
	88376	0811E-03-032.000	FONTENELLE JOHN M	3235 18TH ST	GULFPORT	MS	39501
	19816	0811E-03-008.000	GADDIS ERA B -EST-	1822 31ST AVE	GULFPORT	MS	39501
	19957	0811E-03-038.000	GEOTES JOHNNY W	3112 17TH ST	GULFPORT	MS	39501
	19812	0811E-03-004.000	GRAVES KIM HODA & THOMAS L	1802 31ST STREET	GULFPORT	MS	39507
	19956	0811E-03-039.000	GURNECK DANIEL H	3110 17TH ST	GULFPORT	MS	39503
N	19955	0811E-03-040.000	GURNECK DANIEL H	3110 17TH STREET	GULFPORT	MS	39501
	19954	0811E-03-041.000	HARRISON ALMETHA AS GUARDIAN OF BRAI	1709 31ST AVE	GULFPORT	MS	39501
	19803	0811E-03-010.000	HARRISON ROBERT C	1801 31ST AVENUE	GULFPORT	MS	39501
	19807	0811E-03-014.000	HAYNES AHMENA	165 WALNUT CT	GULFPORT	MS	39501
	88380	0811E-03-051.000	IRONS ROY & J & B INVESTMENTS LLC	11397 PALM VALLEY COVE	GULFPORT	MS	39503
	19944	0811E-03-050.000	IRONS ROY L ETAL	P O BOX 3119	GULFPORT	MS	39505
	19945	0811E-03-049.000	J & B KELLY INVESTMENTS LLC	11397 PALM VALLEY CV	GULFPORT	MS	39503
	19961	0811E-03-034.000	KINGSLEY PAUL E	1615 WESTWARD DR	GULFPORT	MS	39501
	19958	0811E-03-036.000	KOCH ELIZABETH C	3120 17TH ST	GULFPORT	MS	39501
	19946	0811E-03-048.000	LEWIS ELVIE GUTHRIE & FELTON	P O BOX 1313	LONG BEACH	MS	39560
	19802	0811E-03-009.000	MARSHALL ANTHONY L	828 DIVISION ST	BILOXI	MS	98530
N	19813	0811E-03-005.000	MARSHALL ANTHONY L	825 DIVISION ST	BILOXI	MS	39530
	19969	0811E-03-026.000	MELENDEZ WILFREDO CORDOVA	3109 50TH AVE	GULFPORT	MS	39501
	19973	0811E-03-024.000	MSL PROPERTIES II LLC	20231 CLIFF ALLEN LN	LONG BEACH	MS	39560
	19794	0811E-03-016.000	NR DEED LLC	1266 WEST PACES FERRY ROAD #517	ATLANTA	GA	30327
	93629	0811E-03-013.001	OWEN JOE SAM	PO BX 673	GULFPORT	MS	39502
N	117407	0811E-03-002.001	OWEN JOE SAM	PO BX 673	GULFPORT	MS	39502
	19950	0811E-03-044.000	PASQUA RAYMOND J	164 GOLDEN MEADOW DR	COVINGTON	LA	70433
	99138	0811E-03-048.001	PENN MARY A	1700 31ST AVE	GULFPORT	MS	39501

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	19805	0811E-03-012.000	ROWELL IRA NOEL	3112 18TH ST	GULFPORT	MS	39501
	19967	0811E-03-029.000	SIMMONS MALCOLM & DAVID	23043 MILLER EDWARDS RD	SAUCIER	MS	39574
N	19795	0811E-03-017.000	STATE OF MISS 2019				0
	127541	0811E-03-016.001	STATE OF MISS 2021	P O BOX 136	JACKSON	MS	39205
	19972	0811E-03-025.000	SULLIVAN MICHAEL P & TANYA R	24380 STANDARD DEDEAUX RD	KILN	MS	39556
	19815	0811E-03-007.000	THOMPSON JIMMY	1719 30TH AVE	GULFPORT	MS	39501
N	19949	0811E-03-045.000	THOMPSON JIMMY	1719 30TH AVE	GULFPORT	MS	39501
N	19941	0811E-03-052.000	THOMPSON JIMMY	1719 30TH AVE	GULFPORT	MS	39501
	19808	0811E-03-001.000	TRUMP PETER	1235 37TH AVE	GULFPORT	MS	39501
	19962	0811E-03-033.000	WALKER GILBERT SR & MABLE -L/E-	6104 BELLE RIVER DR	BRENTWOOD	TN	37027
	19968	0811E-03-028.000	WALLEN DALE H	3204 17TH ST	GULFPORT	MS	39501
	105971	0811E-03-015.001	WARFIELD NETTIE JO -ESTATE-	1817 32ND AVE	GULFPORT	MS	39501
N	88375	0811E-03-015.000	WARFIELD NETTIE JO -ESTATE-	1817 32ND AVE	GULFPORT	MS	39501
	19953	0811E-03-042.000	WHALEY ANTHONY MARTIN	1715 31ST AVE	GULFPORT	MS	39501
	19970	0811E-03-027.000	WILFREDO CORDOVA MELENDEZ	3109 50TH AVE	GULFPORT	MS	39501
	19804	0811E-03-011.000	WINDHAM JAMES C	1212 EASTVIEW BLVD E 7426	FORT PAYNE	AL	39567

2209PC162

Resubdivision

Legend

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

0 30 60 90

Yards

1 inch = 200 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: Resubdivision 2209PC162, by owner Michael Morken, Divide into two new parcels, tax parcel 0811E-03-043.000, 1723 31st Ave, Zoned T3 (Sub-Urban 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, September 22, 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, September 22, 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:
IPL0088455
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
BLX - Legal Ads
Final Cost:
59.04
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
September 1, 2022 10:59:14 AM EDT
Amount:
58.92
Date
September 1, 2022 11:00:32 AM EDT
Amount:
0.12

SCHEDULE FOR AD NUMBER IPL00884550

September 5, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00884550

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, September 22, 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.

Final Plat 2209PC160, by owners Necaise Land L.P. & Dennis Stieffel, tax parcels 0807I-01-001.052 & 0807I-01-001.053, Approval of Final Plat for 3-lot subdivision (The Hunington Phase 4), Three Rivers Rd, Zoned R-1-15, (Single-family), Ward 7

Planning Commission Approval 2209SE161, by agent Garlon Pemberton, tax parcel 1010H-02-030.000, Request automotive sales use, 2137 E. Pass Road, Zoned B-1 (Neighborhood Business), Ward 2

Resubdivision 2209PC162, by owner Michael Morken, Divide into two new parcels, tax parcel 0811E-03-043.000, 1723 31st Ave, Zoned T3 (Sub-Urban Zone), Ward 2

Zoning Map Amendment 2209PC166, by agent Donovan Scruggs, tax parcels 0809I-01-020-000, 0809I-01-021.000, Request to rezone property from B-2 (General Business) to I-2 (Heavy industry districts), 9506 and 9524 Creosote Rd. Zoned B-2 (General Business), Ward 3

Planning Commission Approval 2209PC167, by owner Danyel Nichols, tax parcel 0710H-04-048.000, Requests a duplex use, Zoned R-1-5 (Single-family), Pear St & Hawthorn St, Ward 3

General Plan 2209PC168, by agent Heinrich and Associates, tax parcels 1009O-02-002.015 &1009O-02-002.000, Approval of a General Plan for 10-Lot subdivision (Bayou Plantations Subdivision Phase 2), Bayou Plantation Ln, Zoned R-2 (Single-family), Ward 5

Planning Commission Approval 2209PC169, by owner Gregory Pittman, tax parcel 0810E-01-041.000, Requests mobile home use, 8250 Indiana Ave, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2209PC170, by agent Randy Kirby, tax parcel 0809N-03-006.002, Requests a medical cannabis dispensary use, 9113 Hwy 49, Zoned B-4 (Highway business), Ward 3

Zoning Text Amendment 2209PC171, by Lauren Illing, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases Medical cannabis Establishment and Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses Medical Cannabis Dispensary

Resubdivision 2209PC172, by owners Nicholas Shay, Ronald David Brown, Leah Simon, & Carlos Gautreaux, tax parcel 0811L-04-122.000, Divide into two new parcels, 1301 31st Ave, Zoned T4+ (General Urban Zone "Plus"), Ward 2
General Plan 2209PC173, by owner C&G Holdings, LLC, tax parcel 1010M-01-013.001, Requests approval for a 75-lot Zero Lot Line subdivision (Gulf Grove), Cowan Rd, Zoned T4+ (General Urban Zone "Plus") and T4L (General Urban Zone "Limited"), Ward 2

This the 1st day of September, 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0088455
Sep 5 2022

<< 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: September 22, 2022

Re: **<u>Zoning Map Amendment 2209PC166:</u>**

Zoning Map Amendment 2209PC166, by agent Donovan Scruggs, tax parcels 0809I-01-020-000, 0809I-01-021.000, Request to rezone property from B-2 (General Business) to I-2 (Heavy industry districts), 9506 and 9524 Creosote Rd. Zoned B-2 (General Business), Ward 3

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2209PC166

Hearing Date: September 22, 2022

Current Zoning/Use: B-2 / Commercial

Legal: Zoning Map Amendment 2209PC166, by agent Donovan Scruggs, tax parcels 0809I-01-020-000, 0809I-01-021.000, Request to rezone property from B-2 (General Business) to I-2 (Heavy industry districts), 9506 and 9524 Creosote Rd. Zoned B-2 (General Business), Ward 3

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 8.0 acres from B-2 (General business) to an I-2 (Heavy Industry district) zone. Currently, the property is adjacent to an I-2 zoning district. The surrounding area consist of businesses such as 1st Choice Boat and RV Storage and mini-warehouses, Affordable Trailer sales Cavenham Forest Industries, Inc. and Coast Concrete. The approval of this particular area to be rezoned from B-2 (General Business) to I-2 (Heavy Industry district) would be in harmony and would be consistent with the existing area.

The applicant has chosen character of the neighborhood has changed as justification for change of the current zoning district:

1. Mistake or error is not addressed by the applicant.
2. The owner is requesting a rezoning to a designation that is more consistent with the surrounding area. Changes to the site and the area over the years have established a change in neighborhood character and solidified the character as industrial. The site is located within an area that has a Heavy Industrial character. This is reinforced heavily by Bayou Concrete and Coast Concrete to the immediate north of the site. While not noted by the

D. W

applicant, the increase in commercial activity can be seen through nearly a decade of aerial photography.

EXECUTIVE SUMMARY

The rezoning of this parcel would be in harmony with the surrounding area. Further, existing businesses with-in this area are frequently uses in Industrial zones.

Any approval should consider these conditions:

1. Approval allow property to be rezoned from B-2 (General Business) to I-2 (Heavy Industry).

DIRECTOR APPROVAL

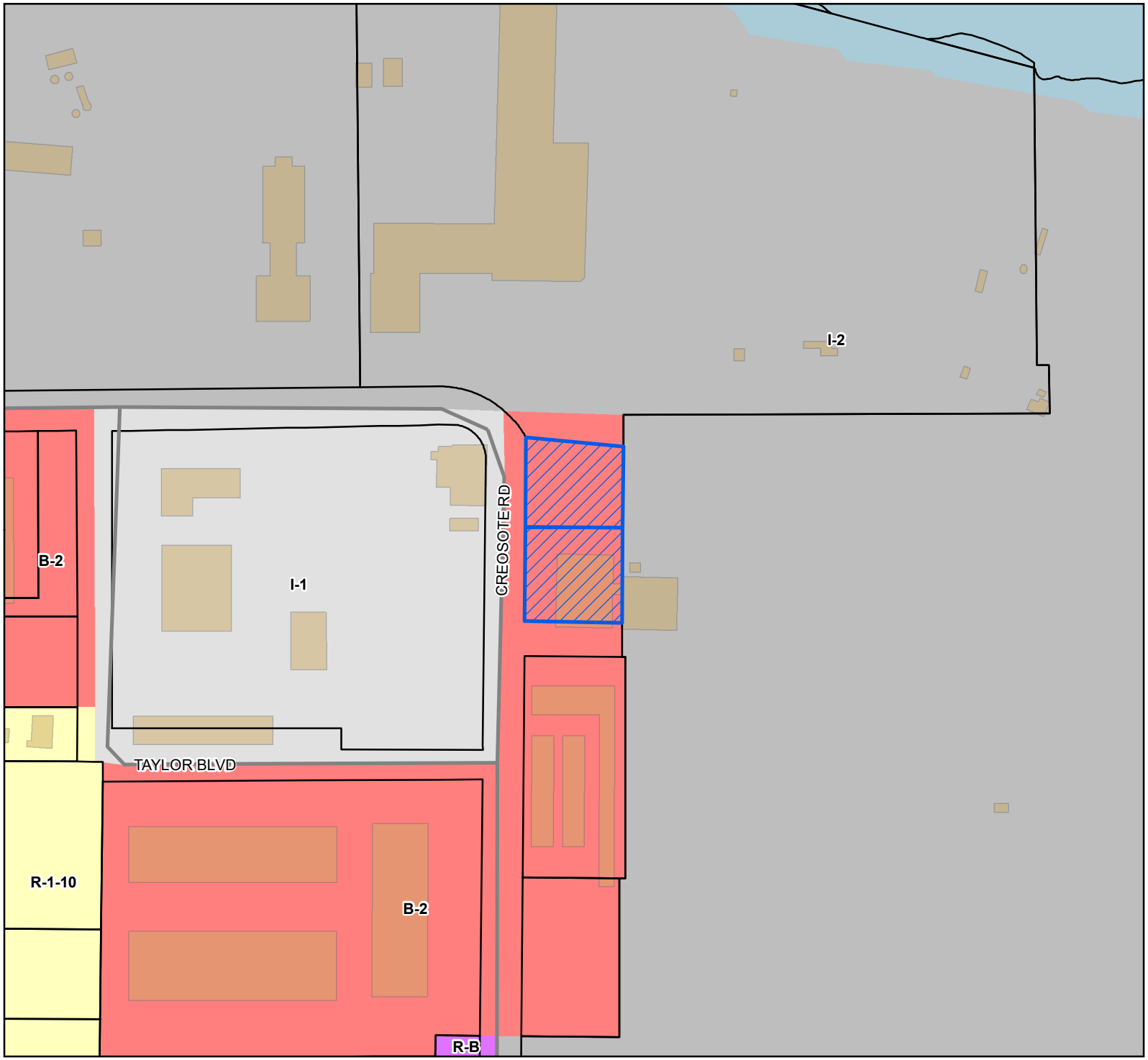
This report has been reviewed and approved by:

_____
Greg Pietrangelo
Director of Urban Development Department

GL

2209PC166

Zoning Map Amendment



Site
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-B - Residence-Business District

Site Information

0809I-01-020.000
0809I-01-021.000
Zoning: B-2 (General business)
Size: 36,815 Sq.ft.
Flood: X

0 30 60 90
Yards

1 inch = 200 feet

N
W E
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Revision date 11/2/2020

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

For Staff Use Only

Case File #: 2209PC166

Date Received: 8-1-22

Receipt #:

Received By:

Zoning: B-2

Ward: 3 Flood: X

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

Property Information

TAX PARCEL # 0809I-01-020.000
0809I-01-021.000
(If necessary, use separate sheet of paper)

Address of Property Involved: 9506 and 9524 Creosote Road

Lot(s) NA, Block(s) NA, Subdivision NA

General Location: On the east side of Creosote Road and .6 miles east of Three Rivers Road

GENERAL DESCRIPTION OF REQUEST:
The owner is requesting a rezoning from B-2 to I-2

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
Broad Avenue Medical Specialists, LLC	Donovan Scruggs
Printed Name Of Owner	Printed Name Of Agent
111 W Scenic Drive	317 Pine Drive
Mailing Address	Mailing Address
Pass Christian MS 39571	Ocean Springs MS 39564
City State Zip code	City State Zip code
NA 228-363-2819 (Jourdan Nicaud)	NA 228-348-1315
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
jourdan@nicaudfoods.com	donovan@scruggsplanning.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

July 25, 2022

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

RE: Authorization to Represent for Rezoning of Property and Related Matters
For Parcels Along East Side of Creosote Road
PIDNs: 0809I-01-020.000 (S. parcel) and 0809I-01-021.000 (N. parcel)

Dear Mr. Holmes:

Please accept this letter as authorization for Donovan Scruggs Town Planning and Consulting to represent Broad Avenue Medical Specialists, LLC for land use, rezoning, and similar matters for two parcels of land located along the east side of Creosote Road as identified above.

Please accept applications, documents and other representations by Donovan Scruggs, submitted and provided on my behalf, that relate to this property.

Sincerely,

Jourdan Nicaud, Manager
Broad Avenue Medical Specialists, LLC

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 102800
HONEY SPOON
Commission Expires
April 6, 2026
HANCOCK COUNTY

Subscribed and sworn to before me in my presence, this 27 day of JULY 2022, a Notary Public in and for the County of Harrison State of MISSISSIPP

(Signature) Notary Public

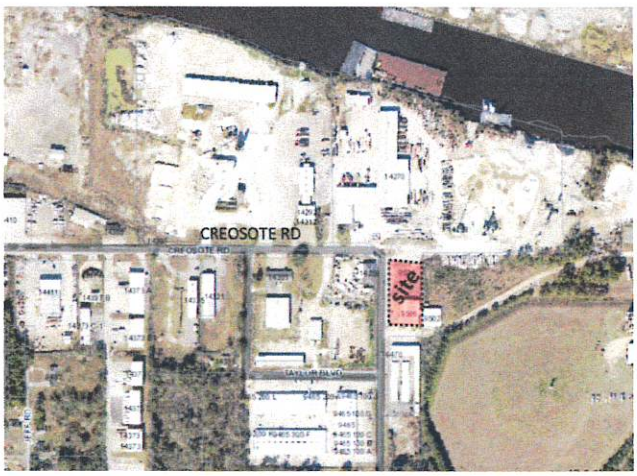
My Commission Expires 4/06 2026

Notary:

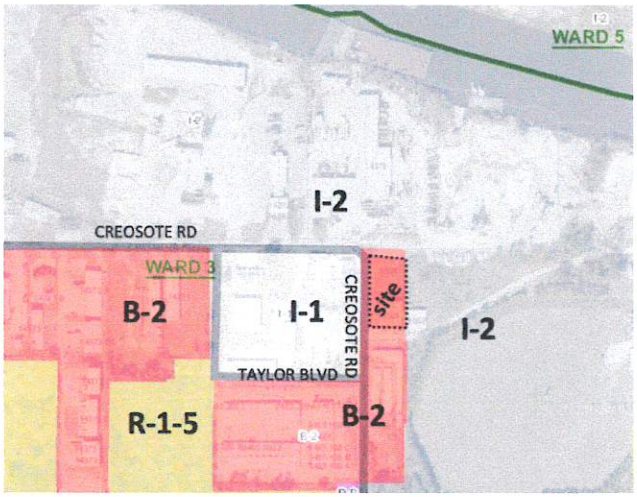
Land Use Report for a
Zoning Amendment for Properties Located
Along East Side of Creosote Road (9506 and 9524 Creosote Road)
PIDNS: 0809I-01-020.000 and 0809I-01-021.000

Prepared by: S. Donovan Scruggs, AICP
Date: August 1, 2022

Broad Avenue Medical Specialists, LLC has submitted an application to rezone two parcels of land situated along the east side of Creosote Road. The properties area currently zoned B-2 General Business District but are surrounded by properties that are either zoned industrial or have industrial characteristics. The area and the site are not consistent with the B-2 designation. The owners are requesting a rezoning of the parcels from B-2 General Business District to I-2 Heavy Industrial District.



To the immediate north of the site is Bayou Concrete and Coast Concrete. 1st Choice Boat and RV Storage and mini-warehouses are located to the south and within a B-2 District. Across the street and west of the site is Affordable Trailer Sales which is zoned I-1 (Light Industrial District). To the east or behind the subject site is Cavenham Forest Industries, Inc.



The subject site is approximately .8 acres (36,800 square feet) and includes a metal building that is approximately 8,600 square feet in size that was constructed in 1979. The building and site are currently vacant due to damage to the building that resulted from Hurricane Zeta in October 2020. The roof was replaced and all repairs have been made, but the tenant was lost as a result of the damage. The owner has been unsuccessful in finding a new tenant.

The owner is requesting a rezoning to a designation that is more consistent with the surrounding area. Changes to the site and the area over the years have established a change in neighborhood character and solidified the character as industrial. Improvements to the area can result from private investment and this would address a public need. The rezoning will make the property more

The building located on the property is approximately 8,600 square feet. It is a metal building that includes showroom and warehouse space.

marketable, and as a result, the rezoning will lead to the creation of additional jobs for the City of Gulfport and the Gulf Coast.

1. Overview.

The owner purchased the building in 2019. The site is located on Creosote Road and south of the Harrison County Industrial Seaway. The zoning of the site does not necessarily conform to the area. The B-2 zoning likely results from the previous structure and use located on the north lot. Prior to 2010, there was a building on the north lot. The two lots associated with this application were in separate ownership. In 1996, the United Way of South Mississippi purchased the northern building and operated the building until it was damaged by Hurricane Katrina. The building was demolished and the United Way relocated to the Knight Non-Profit Center on Seaway Road. The office space and design of the structure likely played a factor in the B-2 designation of the subject properties, but this designation is no longer consistent with zoning of the surrounding properties or uses or the site. The removal of the structure helps to justify a change in neighborhood character.

In recent years, the north parcel was purchased by the owner of the south parcel, and the two parcels are now in common ownership. The northern lot was paved for additional parking for the southern building. The building was most recently occupied by Aerocare for approximately two years. However, the building was damaged by Hurricane Zeta in 2020 and has not been occupied since. Repairs have been made and the owner has been trying to lease the building. The additional parking for the site would be beneficial for a manufacturing, processing, or wholesaling facility. Additionally, the northern lot provides areas for outdoor storage for contractor's storage facility, fleet parking, and large freight-vehicle delivery.

Upper images show the removal of the United Way building on northern lot. The bottom images show the intensity of site and vehicles that frequent the roadway.

The site is located within an area that has a Heavy Industrial character. This is reinforced heavily by Bayou Concrete and Coast Concrete to the immediate north of the site. Dusts, noises, heavy trucks, long hours of operation, and other associated characteristics impacts adjacent properties. This is not a critical statement toward the operational activities of

these businesses, as both have been located at their sites decades and the concrete related activities are consistent with the Industrial designation. The intensity of the activities establishes the character of the area, and it impacts potential leases of the subject property, especially to non-industrial related uses.

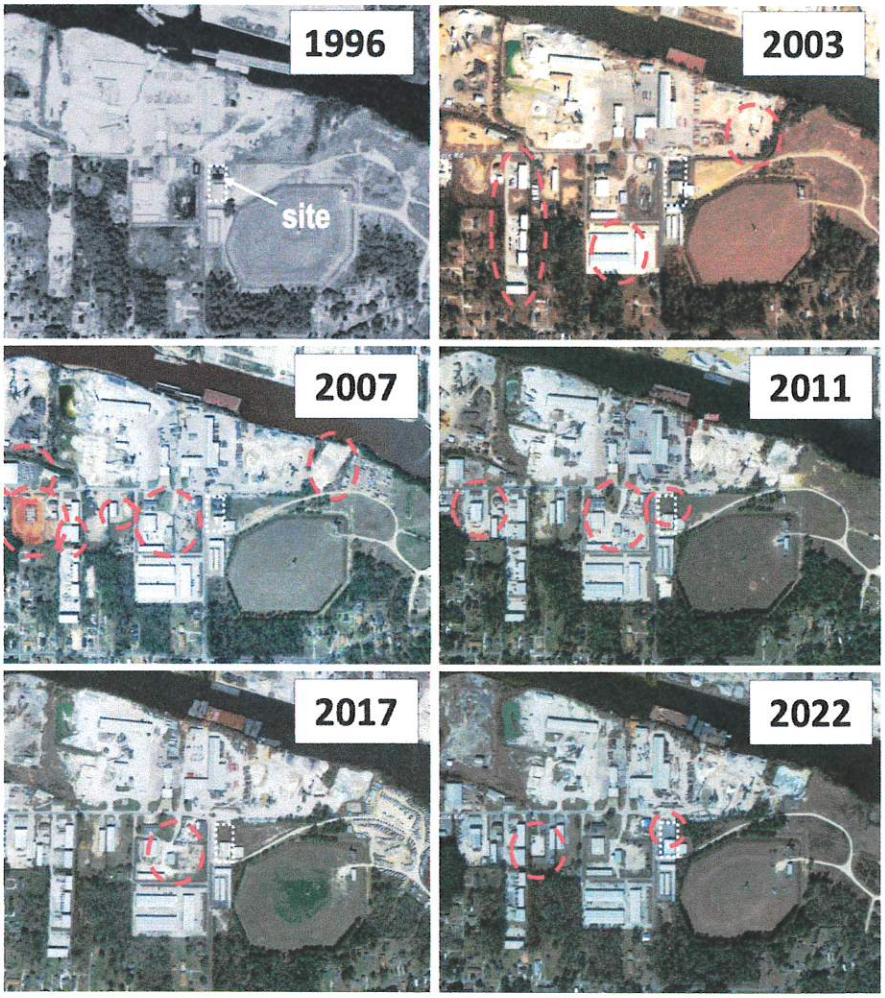
To the west is affordable trailer sales. This use is part of larger property that is leased to apparently three tenants. It appears that large equipment trailers for commercial and private purposes are sold and manufactured along the northeast portion of the property (upper image). The building associated with this use is in a state of neglect. This property is located west of the subject site along the west side of Creosote Road. The disrepair of the building and on-going activities are not concern to the owner, but it does re-emphasize the industrial character of the area and the need for investment to the area. Along the southern portions of the property are additional uses. Within the southwest portion of this property is a vehicle and boat storage area. A business that provides roll-off dumpsters and other containers or equipment for rubbish is located within the southwest corner of this parcel. These uses are considered industrial in nature and are correctly zoned. The arrangement of this property has changed several times to meet the needs of tenants, but the uses have always been industrial.

South of the site is 1st Choice RV and Boat Storage. The site also includes a number of self-storage units. While the site is located within the same B-2 District, vehicle storage facilities are not permitted uses. Mini-warehouse are permitted within the B-2 District, but it is a use that is oftentimes associated with industrial districts and areas. The vehicle and boat storage uses would be considered nonconforming. The boat and recreational vehicle storage facility, however, is permitted within Industrial districts and further establishes the industrial character of the area despite being located within a B-2 District. Similarly, a new site was developed to the west for United Rentals. This use rents heavy equipment and construction machinery. It is located within a B-2 District but is more suited for an Industrial designation. The use 'fits' the area, but does not necessarily 'fit' within the B-2 District. It is a better fit for an Industrial District and further establishes the character of the area.

To the east of the site is Cavenham Forest Industries, Inc. The site includes approximately 74 acres of land that is a former wood treating plant. Due to environmental issues associated with the site, the business has been essentially closed since the late 1980s and monitoring of the site for groundwater remediation efforts continue.

2. Change in Character.

The image to the right demonstrates the intensity of the adjacent sites to the north. The concrete manufacturing properties include Coast Concrete (east) and Bayou Concrete (west). These sites generate noise and dust. Additionally, large heavy vehicles frequent the street with deliveries going to and from the facilities. These are heavy industrial uses and are consistent with the zoning. The businesses have expanded their footprint and volume over the past several years, and this has increased the intensity of the sites. This intensification has changed the character of the area establishing the immediate neighborhood as industrial in nature.



In a broader review, the area along Creosote Road has changed over the years as it has continued to establish and solidify the neighborhood as industrial. As a greater variety of industrial uses are permitted and the intensity of existing businesses increases the change in character is recognizable.

Approximately 25 years ago, the area only included the concrete facilities, the existing properties (identified on images to right), the storage facilities and the structures immediately west of the subject parcels. By 2003, Coast Concrete was expanding its footprint and the large office complex was constructed to the southwest of the subject property. West of the site, more buildings were constructed south of Creosote Road for distribution and more office/service space. In 2007, Coast Concrete expanded again and new industrial uses (Proviva Exterior Solutions) and building were permitted along Creosote Road. The site immediately west of the subject site continued to re-arrange the lease spaces and change occupants or uses, but these uses were always industrial in nature. By 2011, the original structure of the north parcel of the subject site had been removed. This removed the

'anchor' for the B-2 District. With the building removed, the north and south parcel came under common ownership and the north parcel was paved for additional parking.

In 2022, the United Rental facility is visible. This site is likely considered as "Machinery, tools, and construction equipment sales and service" which is permitted within Industrial Districts but not within the B-2. The business and use are compatible with the area even though it would likely be in conflict with a traditional B-2 neighborhood.

In 1996, the United Way of South Mississippi owned the northern portion of this property. It operated at that location until it relocated to the Knight Non-profit Center on Seaway Road. The United Way provided a 'business use' to the area that was more consistent with the B-2 uses. Without this use, the area is heavily industrial or related industrial/construction support and services.

Collectively, the construction of buildings and uses along the corridor continue to be industrial in nature. Even when properly constructed within the B-2 District, the majority of uses have a industrial characteristics of equipment storage, warehousing, distribution, industrial services, building contractors, and similar uses. Uses of convenience such as restaurants, retail, personal care, and professional services are not located within the area. The area has continued toward a more intense industrial character and the rezoning request is consistent with this change.

3. Impact on Surrounding Area: Industrial Use and Lack of General Business Activities

As referenced earlier in this report, several of the uses within the B-2 District are marginally consistent with or not permitted within this district. The RV and boat storage facility is more consistent with the I-1 or I-2 Districts than the B-2 District. Uses such as heavy equipment storage and rental are potentially not permitted within the B-2 District. Contractor's offices along the corridor have exterior storage and are more suited for industrial districts.

Bringing attention to these uses is only to demonstrate the character of the area is not suitable for the General Business District as described in the City's Zoning Ordinance as follows:

> These districts are composed of land and structures occupied by or suitable for uses furnishing, in addition to the retail goods and services supplied by the neighborhood business districts, **the wider range of retail goods and services required by residents of a group or community of neighborhoods**, and by the city generally. **Usually located on a thoroughfare or highway or near the intersection of principal thoroughfares or highways**, these **districts are large** and within convenient distance of the area they serve. The district regulations are designed to permit the development of the districts for their purpose in a spacious arrangement of uses and structures. **To protect the abutting and surrounding residential areas**, certain requirements are placed on uses.

The area the makes up the B-2 District that includes the subject site is not large. It is a relatively small area that includes approximately only four land owners. The area is not located on a thoroughfare or highway. More importantly the area does not provide retail goods and services. The corridor is comprised of uses that typically support construction, distribution and industrial activities. The zoning should be changed accordingly.

The subject site is surrounded by other uses and will not negatively impact residential areas farther south. The subject site is buffered by the storage facility located immediately to its south. Beyond the storage facility

is the Cavenham Forest Industries, Inc. property. This is a site that is comprised of approximately 74 acres of land that is mostly zoned I-2. The site has been in various stages of remediation for a number of years, but the southern portion of the property has a wooded buffer of approximately 350 feet and includes more than 7 acres of wooded land.

The uses associated with the site will be primarily internal to the building and it will not generate noise, dust, odors, heavy traffic or other nuisances. It is, however, significantly buffered from less intense used to the south by neighboring properties. The proposed rezoning will have no negative impact on the immediate area and will assist the area by providing a tenant to the site and creating jobs for the Cit

The subject site is buffered from areas to the south by the Cavenham property that extends to Creosote Road and southward to Rippy Road. The property is surrounded on all four sides by uses that are industrial in nature and do not conform to B-2 standards.

4. Development Schedule.

Broad Avenue Medical Specialists, LLC will have involvement in the use of the property, if the zoning amendment is approved. The owner hopes to partner with others and improve the site. A prospective tenant has been identified buth the rezoning to I-2 is necessary. If successful, the use will be less intense than the surrounding uses and encourage investment into the building and area. The owners will work to start renovation within 60 days of the rezoning. It is expected that work on the building will be completed with six to eight months.

5. Public Need

The subject site has not been occupied since the building was damaged after Hurricane Zeta in 2020. With COVID 19 and the post-pandemic workforce, there is not a high demand for office space. The vacant building does little for the local economy. The owners feel that the building would be more attractive to lease with an I-2 District designation. An occupied building will generate new jobs and commerce for the area. Taxable inventory is also a benefit to the economy.

Zoning that is consistent with the surroundings is beneficial for the community and property owners. The limits conflicting land uses. Many of the retail, restaurant related, and office uses outlined within the B-2 District do not conform to the area and are not compatible with the adjacent uses to the north. Rezoning the property will encourage this compatibility.

6. Consistency with the Comprehensive Plan.

The City's Comprehensive Plan recognizes some of the issue related to 'incompatible' land use designations. The surrounding of this site by Industrial zoning (north, east and west) and uses (south) makes the property more difficult to develop because the intensity of the surrounding uses.

In LU-2 of the Comprehensive Plan, the following policies can be found:

- To separate presently existing incompatible land uses as opportunities arise.
- To require separation between incompatible land uses as new development occurs.
- To prevent future adjacency of incompatible land uses.
- To prevent future development of incompatible land uses.

While a mix of uses is oftentimes good, this mix should include uses that are compatible. Heavy industrial uses mix best with similar uses. While it is a good idea to have transitional districts and the edges of these industrial districts or areas, the subject site does not fit that description. It does not represent a transitional site, but one that is the middle of intense industrial activity and surrounded by industrial districts.

7. Conclusions.

The request for a rezoning of two parcels of land from B-2 General Business District to I-2 Heavy Industrial District is consistent with the area. Historically, the area has been occupied by industrial uses. Early industrial activities include Cavenham Forest Industries, Inc., Bayou Concrete, and Coast Concrete. These uses established the area as Industrial. In more recent years construction of new facilities along the north and south side of Creosote Road have reinforced this character. Affordable Trailer Sales, Proviva Exterior Solutions, United Rental, and 1st Choice RV and Boat Storage are other uses that define the character of the area. There are contractor yards, distribution facilities, and other fabricating uses along Creosote Road.

The character of the site and the immediate area also changed with the relocation of the United Way of South Mississippi and the demolition of the structure it occupied. The majority of surrounding uses are located within large metal building sized for warehousing, processing, and manufacturing. The existing building on the southern portion of the subject property is consistent with the surrounding metal buildings. The United Way building was smaller than the surrounding buildings, and its removal changed the streetscape and character of the area.

This area does not include many of the uses permitted within the B-2 District. Restaurants, retail, professional office space, and similar uses cannot be found within the immediate area. The site is surrounded by uses that generate dust, heavy truck traffic, and noises. Rezoning the property to I-2 will place the site in a zoning district that is consistent with the surrounding properties. The rezoning will accelerate the occupation of the building and permit uses that will create jobs and investment in the community.

Respectfully Submitted:

Donovan Scruggs, AICP
Donovan Scruggs Town Planning and Consulting, LLC
317 Pine Drive
Ocean Springs, MS 39564

1st Judicial District
Instrument 2019 8154 D – J1
Filed/Recorded 9/26/2019 12:32 N
Total Fees $ 12.00
3 Pages Recorded

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

Indexing Instructions:
SW 1/4 of SE 1/4, Sec. 15
NW 1/4 of NE 1/4, Sec. 22
T-7-S, R-11-W

File# 191621

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,

TOMMY ROBISON
P. O. BOX 2233
GULFPORT, MS 39503
228-864-0086

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

BROAD AVENUE MEDICAL SPECIALISTS, LLC
a Mississippi limited liability company
1110 BROAD AVE.
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:

Parcel No. 1

Commencing at the mutual Section corner of Sections 15, 16, 21 and 22, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi, and located on the South right of way line of Creosote Road; thence run East along said right of way a distance of 2,700.74 feet to a point on East right of way of Creosote Road; thence run South along said East right of way a distance of 161.65 feet to the POINT OF BEGINNING; thence run East a distance of 141.00 feet; thence run South a distance of 136.35 feet to the North right of way of a country road; thence run West a distance of 141.00 feet along said right of way to the East right of way of Creosote Road; thence run North along said right of way a distance of 136.35 feet to the Point of Beginning. Said parcel contains 0.44 acres, more or less.

Parcel No. 2

A parcel of land situated and being located in the Southwest 1/4 of the Southeast 1/4 of Section 15, Township 7 South, Range 11 West, and also the Northwest 1/4 of the Northeast 1/4 of Section 22, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows:

Beginning at a point on the east margin of Creosote Road that is 2784.0 feet East of the section corner common to Section 15, 16, 21 and 22, Township 7 South, Range 11 West, and said point being 35.5 feet South right-of-way of an Illinois Central Railroad Spur as per J. Michael Cassady, R.L.S. survey dated November 17, 1983, and run along the East margin of Creosote Road, South 00 degrees 28 minutes 59 seconds West 101.67 feet to an iron rod; thence further along said East margin, South 00 degrees 38 minutes 53 seconds West 59.90 feet to an iron rod; thence South 89 degrees 30 minutes 56 seconds East 140.90 feet to an iron rod; thence North 00 degrees 44 minutes 27 seconds East 60.00 feet to a point; thence North 00 degrees 56 minutes 33 seconds East 62.58 feet to the corner of a metal storage building; thence along the East edge of said metal storage building, North 01 degrees 52 minutes 35 seconds East 52.08 feet to the corner of said storage building; thence North 88 degrees 17 minutes 52 seconds West 142.50 feet to an iron rod; thence South 00 degrees 28 minutes 59 seconds West 16.11 feet to the point of beginning, containing 0.572 acre, more or less.

LESS AND EXCEPT: A parcel of land situated in the Southeast 1/4 of the Southeast 1/4 of Section 15, Township 7 South, Range 11 West and the Northwest 1/4 of the Northeast 1/4 of Section 22, Township 7 South, Range 11 West, City of Gulfport, Harrison County, Mississippi, being more particularly described as follows:

Beginning at an iron rod found at the point of intersection of the section line common to Section 15 and 22 with the East margin of Creosote Road, said point being 2784.0 feet East of the section corner common to Sections 15, 16, 21, and 22, Township 7 South, Range 11 West; thence North 00 degrees 28 minutes 59 seconds East 16.11 feet along an extension of the East margin of Creosote Road to an iron rod found; thence South 88 degrees 17 minutes 52 seconds East 142.80 feet to the Northeast corner of a metal storage building; thence along the East wall of said building South 01 degrees 52 minutes 35 seconds West 52.08 feet to the Southeast corner of said building; thence South 00 degrees 56 minutes 33 seconds West 4.96 feet to an iron rod set; thence North 84 degrees 37 minutes 25 seconds West 141.98 feet to an iron rod set on the East margin of Creosote Road; thence along said East margin North 00 degrees 28 minutes 59 seconds East 31.85 feet to the Point of Beginning, said parcel containing 0.171 acre, more or less.

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.

The above-described property is no part of the homestead of the Grantor herein, nor is it contiguous thereto.

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 24th day of September, 2019.

Tommy Robison

TOMMY ROBISON

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, TOMMY ROBISON, who acknowledged that he signed, executed and delivered the above and foregoing instrument as a voluntary act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal on this the 24th day of September, 2019.

NOTARY PUBLIC

(S E A L)

My Commission Expires

STATE OF MISSISSIPPI
EDNA MARIAN SEMSKI
NOTARY PUBLIC
ID No. 5844
My Commission Expires
October 17, 2019
HARRISON COUNTY

This is not an official certificate of good standing.

Name History

Name	Name Type
BROAD AVENUE MEDICAL SPECIALISTS, LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	711314
Status:	Good Standing
Effective Date:	01/07/2002
State of Incorporation:	Mississippi
Principal Office Address:	111 W SCENIC DR Pass Christian, MS 39571

Registered Agent

Name

H RODGER WILDER
1310 25TH AVENUE, P O BOX 130
GULFPORT, MS 39501

Officers & Directors

Name	Title
Jourdan Nicaud 111 W SCENIC DR Pass Christian, MS 39571	Manager
Alton H Dauterive 1110 BROAD AVENUE GULFPORT, MS 39503	Member
John Douglas 1110 BROAD AVENUE GULFPORT, MS 39503	Member

PERMITS/INSP PAYMENT RECPT#: 11411522
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 08/01/22 TIME: 16:17
CLERK: mcunningh DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 175.00

AMOUNT PAID: 175.00

PAID BY:
PAYMENT METH: CHECK
1617
REFERENCE:

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

PERMITS/INSP PAYMENT RECPT#: 11411522
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GULFPORT MS 39501

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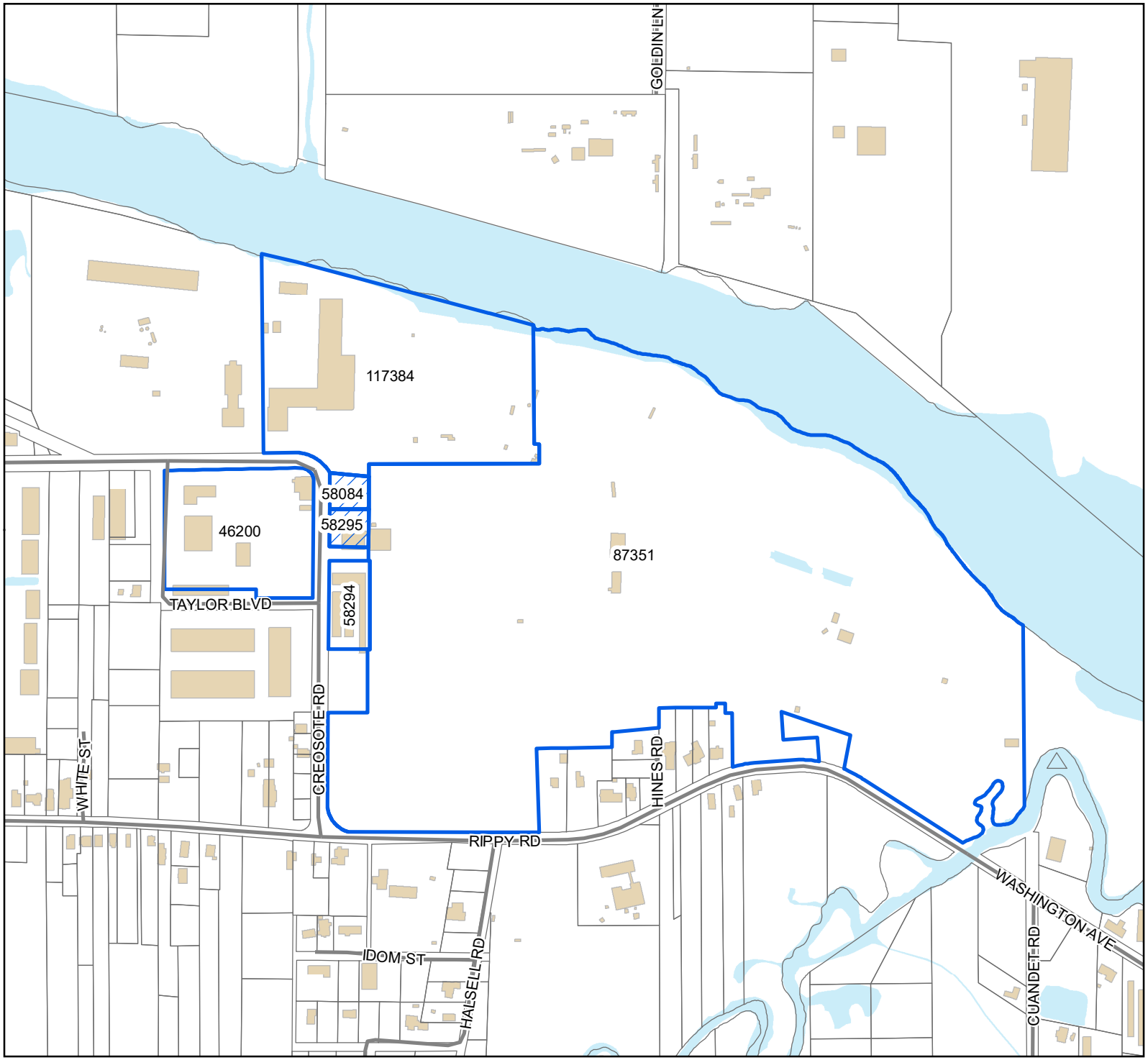
PAID BY:
PAYMENT METH: CHECK
1617
REFERENCE:

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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	58295	0809I-01-020.000	BROAD AVENUE MEDICAL SPECIALISTS LL (OWNER)	111 W SCENIC DRIVE	PASS CHRISTIAN M	MS	39571
	58084	0809I-01-021.000	BROAD AVENUE MEDICAL SPECIALISTS LL (OWNER)	111 W SCENIC DRIVE	PASS CHRISTIAN M	MS	39571
	58295	0809I-01-020.000	DONOVAN SCRUGGS (AGENT)	317 PINE DRIVE	OCEAN SPRINGS	MS	39564
	58084	0809I-01-021.000	DONOVAN SCRUGGS (AGENT)	317 PINE DRIVE	OCEAN SPRINGS	MS	39564
			Adjacent Property Owners (2209PC166)				
	58294	0809I-01-019.000	REGENCY OF MISSISSIPPI INC	40 NORTH 4TH STREET	CARBONDALE	CO	81623
	46200	0809J-01-001.000	CREOSOTE ROAD LLC	32 GREENBRIER DR	GULFPORT	MS	39507
	117384	0809H-02-003.000	W C FORE TRUCKING CO INC	14270 CREOSOTE RD	GULFPORT	MS	39503
	87351	0809I-01-002.000	CAVENHAM FOREST INDUSTRIES INC C/O EN	14078 RIPPY RD	HATTIESBURG	MS	39404

2209PC166

Zoning Map Amendment



Legend

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

0 80 160 240

Yards

1 inch = 500 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 2209PC166, by agent Donovan Scruggs, tax parcels 0809I-01-020-000, 0809I-01-021.000, Request to rezone property from B-2 (General Business) to I-2 (Heavy industry districts), 9506 and 9524 Creosote Rd. Zoned B-2 (General Business), Ward 3

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, September 22, 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, September 22, 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: September 22, 2022

Re: **<u>Planning Commission Approval 2209PC167:</u>**

Planning Commission Approval 2209PC167, by owner Danyel Nichols, tax parcel 0710H-04-048.000, Requests a duplex use, Zoned R-1-5 (Single-family), Pear St & Hawthorn St, Ward 3

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2209PC167

Hearing Date: September 22, 2022

Current Zoning/Use: R-1-5 / Vacant

Legal: Planning Commission Approval 2209PC167, by owner Danyel Nichols, tax parcel 0710H-04-048.000, Requests a duplex use, Zoned R-1-5 (Single-family), Pear St & Hawthorn St, Ward 3

TECHNICAL DETAILS

The applicant requests a duplex use on a vacant property that is zoned R-1-5. Review of the site plan provided by the applicant verifies the location, required parking area, setbacks and size of the duplex. Today, the property is vacant with a mixture of duplexes and single-family homes distributed throughout the neighborhood.

In regards to the harmony of the neighborhood, next door to the vacant property, you will find another duplex and single-family homes.

EXECUTIVE SUMMARY

The growth and established developments of the neighborhood is such that this proposal would be common within the district. With some of the surrounding area dwellings being duplexes, the applicants request is consistent with their community.

Any approval should consider these conditions:

1. Must comply with all building code rules and regulations.
2. Construction of a duplex shall comply with the International Residential Codes.
3. Non-Rated Fire Wall Between Dwellings
4. Interconnected Smoke Detectors on each side

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 9/12/2022.

Public Works: No conditions. Memo dated 9/12/2022.

Traffic and Safety: No comment. Memo dated 9/12/2022.

Building Code Services: Conditions: Construction of a duplex shall comply with the International Residential Codes. Memo dated 9/12/2022.

9.12

Technical Report

PLANNING COMMISSION APPROVAL

GIS:	No conditions. Memo dated 9/12/2022.
Police Department:	No conditions. Memo dated 9/12/2022.
Fire Department:	Conditions: Non-Rated Fire Wall Between Dwellings. Interconnected smoke detectors on each side. Memo dated 9/8/2022.
City Arborist:	No conditions. Memo dated 9/07/2022.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

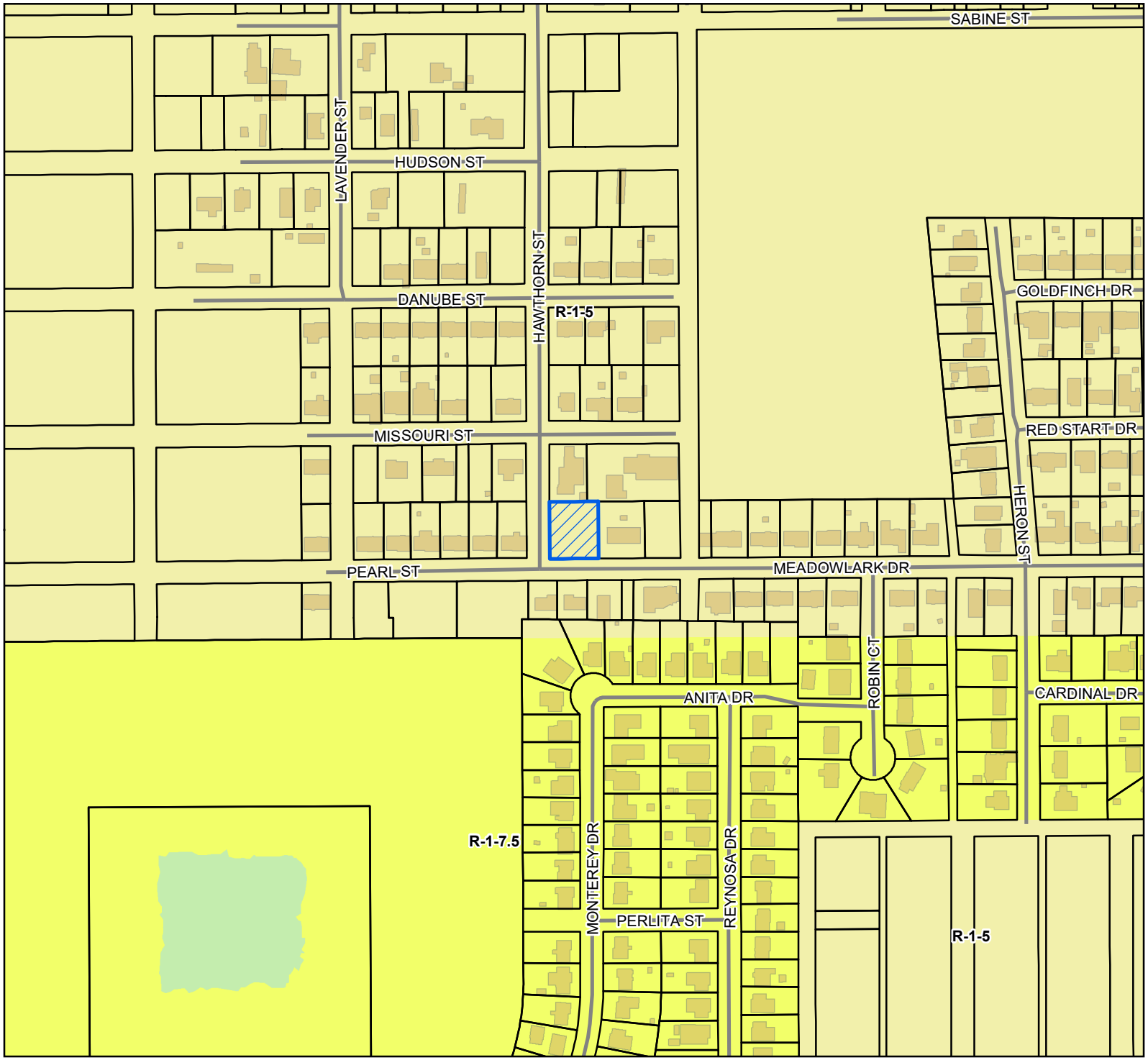
_____

Greg Pietrangelo
Director of Urban Development Department

12.2

2209PC167

Planning Commission Approval



Site

Street

Parcels

Buildings

Water Features

Zoning

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

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

Site Information

0710H-04-048.000
Zoning: R-1-5 (Single-family residence)
Size: 13,069 Sq.ft.
Flood: X

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.

$75.00

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: 2209PC167

Date Received: 8/1/22

Receipt Number:

Received By:

Zoning: R-1.S

Ward: 3 Flood: X

Size: 13,069.

(If necessary, use separate sheet of paper)

Property Information

TAX PARCEL # 0971OH-04-048.000

Address of Property Involved:

Lot(s) 4 (19-22), Block(s) Sixteen, Subdivision Floral Estates

General Location: Lots 19 – 22 Floral Estates - Meadowlark Dr, Hawthorn St

GENERAL DESCRIPTION OF REQUEST:

Requesting approval of a residential duplex of approx. 2800 square footage.

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
Danyel N Nichols	
Printed Name of Owner	Printed Name of Agent
18172 Landon Rd	
Mailing Address	Mailing Address
Gulfport Ms 39503	
City State Zip code	City State Zip code
228 669-5961	
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
danyelnichols1@yahoo.com	
Email	Email
Danyel Nichols	
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.

- Transportation and access - Hawthorn and Meadowlark
- Water supply - City of Gulfport
- Waste disposal - City of Gulfport
- Fire and Police protection - City of Gulfport
- Proposal will not cause undue traffic congestion / because it is being built in a existing neighborhood
- Proposal is in harmony with the orderly and appropriate development of the district in which the use is located / because their is an existing duplex next to property in question as well as there being a need

Gulfport MISSISSIPPI ONE COAST

Covenant Affidavit

I, Danyel Nichols, being owner or agent of the property 0710H-04-048.000

PRINT NAME — PRIMARY ADDRESS OR PARCEL

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

Signature — 7/29/22 *Date*

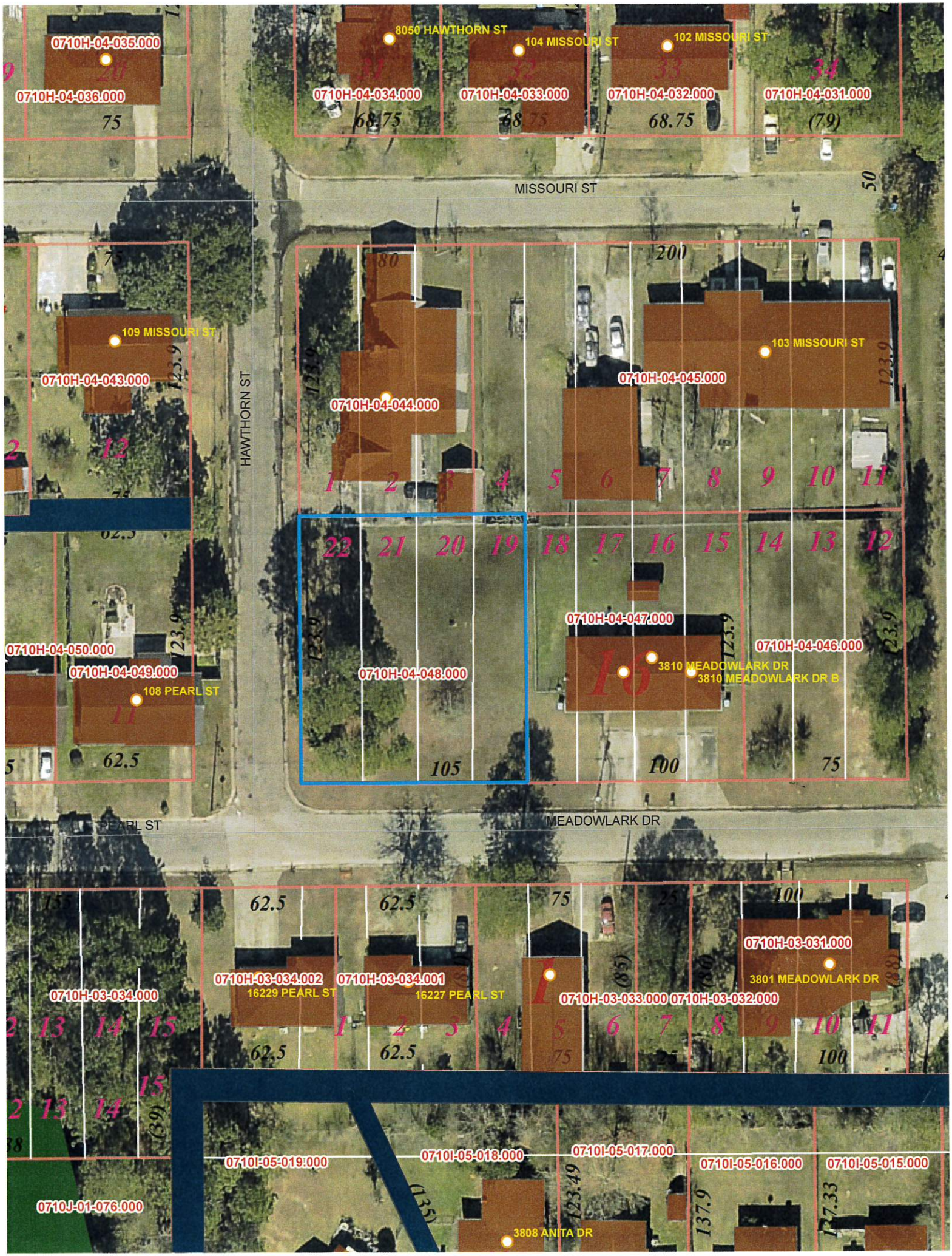
STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 29 day of July, 20 22

Notary Public

STATE OF MISSISSIPPI
MATILDA ANN WELCH
ID NO. 93115
Commission Expires
11/30/2025
NOTARY PUBLIC
HARRISON COUNTY

Commission Expiration


0710H-04-035.000
0710H-04-036.000
8050 HAWTHORN ST
104 MISSOURI ST
102 MISSOURI ST
0710H-04-034.000
0710H-04-033.000
0710H-04-032.000
0710H-04-031.000
MISSOURI ST
109 MISSOURI ST
0710H-04-043.000
HAWTHORN ST
0710H-04-044.000
0710H-04-045.000
103 MISSOURI ST
0710H-04-050.000
0710H-04-049.000
108 PEARL ST
0710H-04-048.000
0710H-04-047.000
3810 MEADOWLARK DR
3810 MEADOWLARK DR B
0710H-04-046.000
PEARL ST
MEADOWLARK DR
0710H-03-034.000
0710H-03-034.002
16229 PEARL ST
0710H-03-034.001
16227 PEARL ST
0710H-03-033.000
0710H-03-032.000
0710H-03-031.000
3801 MEADOWLARK DR
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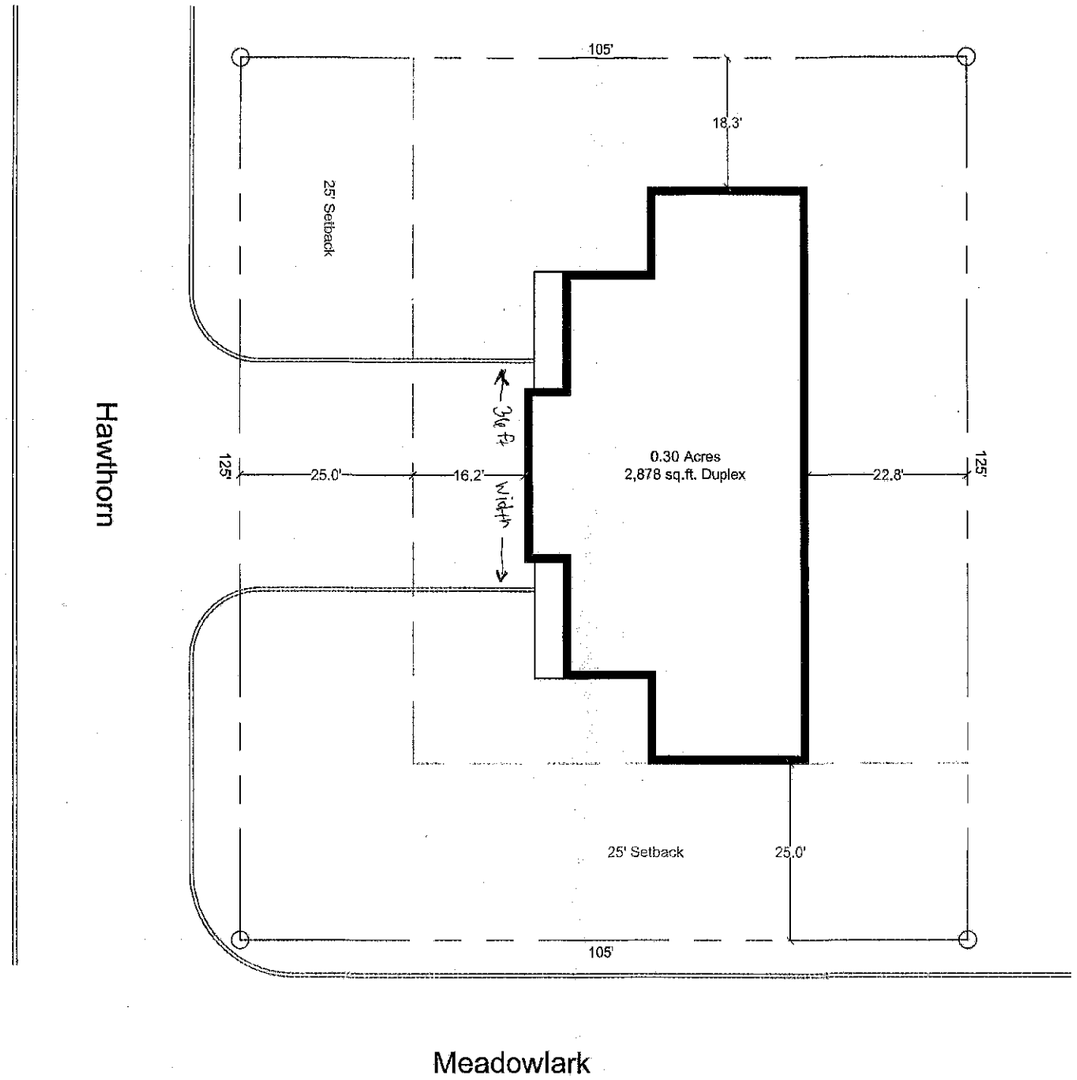
0710I-05-015.000
0710J-01-076.000
3808 ANITA DR



GENERAL NOTES

- VERIFY DIMENSIONS AND CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION. NOTIFY DESIGNER OF DISCREPANCIES PRIOR TO CONSTRUCTION.
- THESE PLANS ARE INTENDED TO BE USED AS A GUIDE. CONTRACTOR MUST CONSULT WITH OWNER ABOUT SPECIFICS AND MODIFICATION. OWNER TO SELECT ALL MATERIALS, DOOR, WINDOWS, PAINT COLORS, FINISH, MATERIALS, APPLIANCES, ETC.
- ALL FINISHES, BOTH INTERIOR AND EXTERIOR TO BE VERIFIED WITH OWNER PRIOR TO CONSTRUCTION.
- VERIFY ALL DOOR AND WINDOW STYLES AND SIZES WITH OWNER PRIOR TO CONSTRUCTION AND MANUFACTURE TO SUPPLY ALL ROUGH OPENING SIZES.
- CONTRACTOR TO VERIFY ALL CLEARANCES OF ALL DOORS, WINDOWS, AND OTHER ITEMS THAT ARE CRITICAL PRIOR TO CONSTRUCTION.
- CONTRACTOR TO ADAPT PLANS AS REQUIRED TO MEET ALL APPLICABLE CODES.
- ALL BEAMS TO BE SIZED BY A STRUCTURAL ENGINEER.
- PORCHES, BALCONIES, OR RAISED FLOOR SURFACES LOCATED MORE THAN 30 INCHES ABOVE THE FLOOR OR GRADE BELOW SHALL HAVE GUARDS NOT LESS THAN 36 INCHES IN HEIGHT. OPEN SIDES OF STAIRS WITH A TOTAL RISE MORE THAN 30 INCHES ABOVE THE FLOOR OR GRADE BELOW SHALL HAVE GUARDS NOT LESS THAN 34 INCHES IN HEIGHT, MEASURED VERTICALLY FROM THE NOSING OF THE TREAD.
- APPLIANCES IN ATTICS REQUIRING ACCESS SHALL BE PROVIDED WITH AN OPENING AND A CLEAN AND UNOBSTRUCTED PASSAGEWAY LARGE ENOUGH TO ALLOW REMOVAL OF THE LARGEST APPLIANCE, BUT NOT LESS THAN 30 INCHES LONG AND 22 INCHES WIDE AND NOT MORE THAN 20 FEET IN LENGTH WHEN MEASURED ALONG THE CENTERLINE OF THE PASSAGEWAY FROM THE OPENING TO THE APPLIANCE. THE PASSAGEWAY SHALL HAVE CONTINUOUS SOLID FLOOR IN ACCORDANCE OF THE APPLICABLE CODES.
- ALL SLEEPING ROOMS TO HAVE AN EXTERIOR ACCESS THROUGH A DOOR OR WINDOW WITH A MINIMUM OF 5.7 SQUARE FEET NET CLEAR OPENING.
- CEILING HEIGHTS ARE AT 8 FEET UNLESS OTHERWISE NOTED.
- ALL SQUARE FOOTAGE ARE APPROXIMATE AND MAY DIFFER FROM ACTUAL CONSTRUCTED RESIDENCE OR BUILDING.

Danyel Nichols
danyelnichols@gmail.com

Preliminary Site Plan

Project:
Contractor:
Designer:

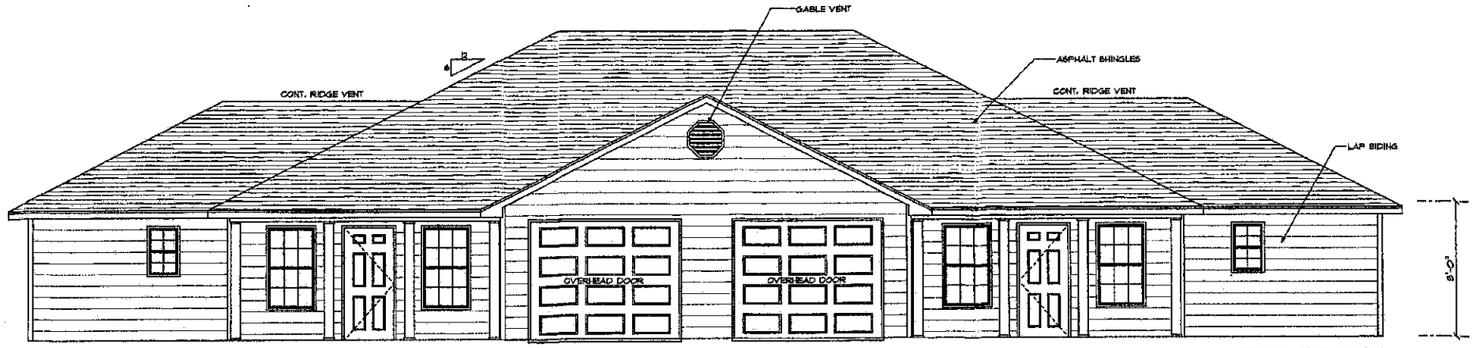
Rev #	Description	Date

Scale: 1:20
Date: 7/31/2022
Drawn By: MGG
Project No: 01-001

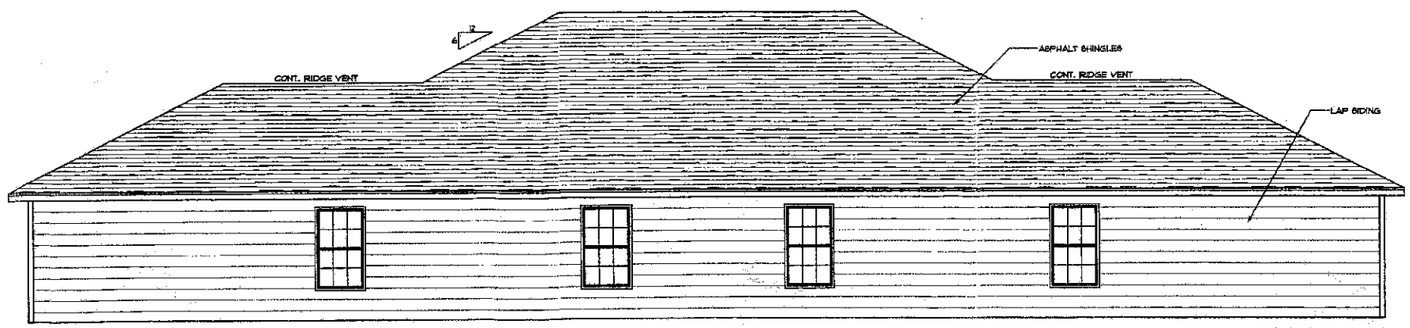
Sheet Name: Preliminary Site Plan

Sheet Number: C1

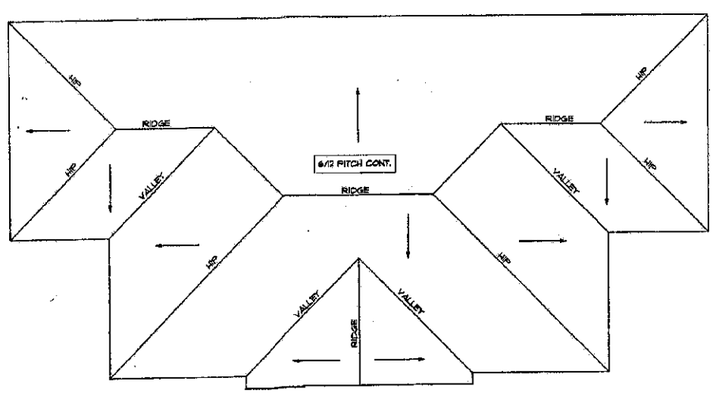
PRELIMINARY



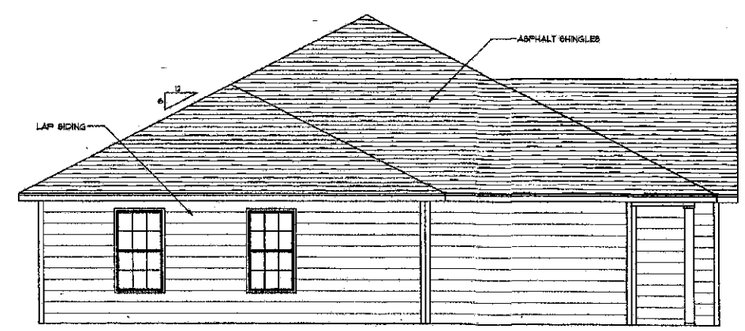
FRONT ELEVATION
SCALE: 1/4" = 1'-0"



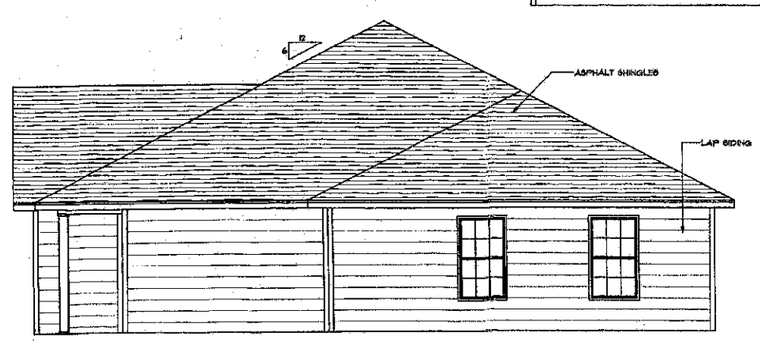
REAR ELEVATION
SCALE: 1/4" = 1'-0"



ROOF PLAN
NOTE: 2x6 RAFTERS @ 16" o.c. TYP.



LEFT ELEVATION
SCALE: 1/4" = 1'-0"



RIGHT ELEVATION
SCALE: 1/4" = 1'-0"

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sales@plansourceinc.com
DO NOT COPY

REVISIONS	DATE	INITIAL

DUE TO CODE AND SITE VARIANCES FROM ONE LOCATION TO ANOTHER, THE CONTRACTOR AND/OR OWNER SHOULD CONSULT AN ARCHITECT OR ENGINEER BEFORE STARTING THE HOUSE IS BUILT. CODES AND CONDITIONS MAY REQUIRE ALTERNATE METHODS.

ALL APPLICABLE CODES FOR THE LOCATION THE STRUCTURE IS TO BE BUILT IN SHALL TAKE PRECEDENCE OVER ANYTHING SHOWN ON THE PLAN. THE CONTRACTOR AND/OR OWNER SHALL BE RESPONSIBLE TO VERIFY ALL DIMENSIONS, NOTES, AND DETAILS.

GREAT EFFORT HAS BEEN TAKEN IN THE PRODUCTION OF THESE DRAWINGS. HOWEVER, PLANSOURCE CANNOT GUARANTEE ABSOLUTE ACCURACY AND/OR CORRECTNESS.

PlanSource, Inc
Home plans Duplex plans
Small apartments
www.plansourceinc.com
3365 RANCHLAND BLVD SUITE E • LYTLE SVILLE, MS 39540

PROJECT/PLAN NO.: J-1075D
JOB LOCATION:
APPROVED BY:

SQUARE FOOTAGE

LIVING:	2150 SQ. FT.
OTHER:	128 SQ. FT.
TOTAL:	2278 SQ. FT.

DATE:
DRAWN BY:
FILENAME:

SHEET
ELEVATIONS

parcel #
0710H-04-048.000

1st Judicial District
Instrument 2016 230 D -J1
Filed/Recorded 1/13/2016 03:15 P
Total Fees $ 15.00
3 Pages Recorded

Prepared By and Return To:
Schwartz, Orgler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550 File# 152202

Indexing Instructions:
Lots 19-22, Blk 16, Floral Estates S/D,
1st JD, Harrison Co., 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,

ROBERT N. GORDON and ROSIE L. GORDON
16761 COLONIAL DRIVE
FONTANA, CA 92336
(909) 427-1749

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

DANYEL NICHOLS
18150 LANDON ROAD
GULFPORT, MS 39503
(228) 669-5961

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 Nineteen (19), Twenty (20), Twenty-one (21) and Twenty-two (22), Block Sixteen (16), Floral Estates Subdivision, a 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 13 at Page 4 thereof (copy Book 5A at Page 446); reference to which is hereby made in aid of and as a part of this description.**

The Grantors hereby covenants that the property described herein constitutes no part of their homestead, nor is it contiguous thereto.

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

gas and minerals by previous owners of subject property.

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

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

WITNESS THE SIGNATURE of the Grantors on this the 9th day of January, 2016.

Robert N. Gordon

ROBERT N. GORDON

ROSIE L. GORDON

STATE OF CALIFORNIA
COUNTY OF _____

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, ROBERT N. GORDON and ROSIE L. GORDON, who acknowledged that they signed, executed and delivered the above and foregoing instrument as a voluntary act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal on this the ____ day of January, 2016.

NOTARY PUBLIC

(SEAL)

My Commission Expires:

SEE NOTARY ATTACHED

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino)

On January 9, 2016 before me, Janae Juneau, Notary Public
(insert name and title of the officer)

personally appeared Rosie L. Gordon and Robert N. Gordon,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JANAE JUNEAU
COMM. #1975528
Notary Public - California
SAN BERNARDINO COUNTY
My Comm. Exp. Apr. 19, 2016

Signature Janae Juneau (Seal)

SEE NOTARY ATTACHED

PERMITS/INSP PAYMENT RECPT#: 11411541
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 08/01/22 TIME: 16:41
CLERK: cbrown DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 75.00

AMOUNT PAID: 75.00

PAID BY:
PAYMENT METH: CHECK
869
REFERENCE:

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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	47109	0710H-04-048.000	DANYEL N NICHOLS (OWNER)	18172 LANDON RD	GULFPORT	MS	39503
			Adjacent Property Owners (2209PC167)				
	54290	0710H-04-040.000	FLOYD ALAN & EMMA	2007 48TH AVE	GULFPORT	MS	39501
	35880	0710I-05-019.000	HARRY HATTIE M	3810 MONTEREY DR	GULFPORT	MS	39501
	35882	0710I-05-017.000	MOFFETT ANNIE LEE PARNELL-EST- ETAL	3806 ANITA DR	GULFPORT	MS	39501
	35883	0710I-05-016.000	MCKEY CHASISTY N	3804 ANITA DR	GULFPORT	MS	39501
	47106	0710H-04-045.000	REYNOLDS DAN JR-L/E	103 MISSOURI DR	GULFPORT	MS	39501
	47113	0710H-04-036.000	BRYANT ALONZA	4727 CARDINAL DR	GULFPORT	MS	39501
	54286	0710H-04-050.000	WATSON GERALD E JR	1811 FLINT CREEK CT	SAN JOSE	CA	95148
	54288	0710H-04-043.000	GILMORE MARY FRANCES	109 MISSOURI DR	GULFPORT	MS	39501
	47108	0710H-04-047.000	THOMAS BARBARA J	3810 A MEADOWLARK DR	GULFPORT	MS	39501
	54285	0710H-04-051.000	TAYLOR ANNIE T	112 PEARL ST	GULFPORT	MS	39501
	47077	0710H-03-031.000	BROWN DOROTHY R -EST-	3801 MEADOWLARK DR	GULFPORT	MS	39501
	117577	0710H-03-034.002	CLEMONS SHEILA A	16229 PEARL ST	GULFPORT	MS	39501
	54309	0710H-04-032.000	LENARD RICKY J & MOLLIE J	102 MISSOURI ST	GULFPORT	MS	39501
	54296	0710H-04-035.000	BRYANT M L	108 MISSOURI DR	GULFPORT	MS	39501
	54289	0710H-04-041.000	GILMORE MARY F	109 MISSOURI DR	GULFPORT	MS	39501
N	47104	0710H-04-042.000	GILMORE MARY F	109 MISSOURI DR	GULFPORT	MS	39501
	47105	0710H-04-044.000	FIELDS JOANN S	107 MISSOURI DRIVE	GULFPORT	MS	39501
	47075	0710H-03-033.000	WILLIAMS OLA MAE	3809 MEADOWLARK DRIVE	GULFPORT	MS	39501
	117576	0710H-03-034.001	GRACE LINDA T	14068 LAVELLE DR	GULFPORT	MS	39503
	35881	0710I-05-018.000	TAYLOR EVELYN G	1318 POPLAR AVE	GULFPORT	MS	39507
	54307	0710H-04-034.000	BATTLE CAROLYN -ESTATE-	8050 HAWTHORN ST	GULFPORT	MS	39501
	47107	0710H-04-046.000	REYNOLDS PORCHIA L	103 MISSOURI ST	GULFPORT	MS	39501
	47076	0710H-03-032.000	BABIN TODD	617 CARMADELLE ST	MARRERO	LA	70072
	54308	0710H-04-033.000	FORTENBERRY PATRICIA A	104 MISSOURI ST	GULFPORT	MS	39501
	54287	0710H-04-049.000	KNIGHT MARY	108 PEARL ST	GULFPORT	MS	39501
	90668	0710H-03-034.000	RAMOS JOSE L & BARRON FRANCISCO	1920 18TH AVE	GULFPORT	MS	39501

2209PC167

Planning Commission Approval

Legend

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

0 30 60 90

Yards

1 inch = 200 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 2209PC167, by owner Danyel Nichols, tax parcel 0710H-04-048.000, Requests a duplex use, Zoned R-1-5 (Single-family), Pear St & Hawthorn St, Ward 3

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, September 22, 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, September 22, 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.

LE

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:
IPL0088455
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
BLX - Legal Ads
Final Cost:
59.04
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
September 1, 2022 10:59:14 AM EDT
Amount:
58.92
Date
September 1, 2022 11:00:32 AM EDT
Amount:
0.12

SCHEDULE FOR AD NUMBER IPL00884550

September 5, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00884550

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, September 22, 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.

Final Plat 2209PC160, by owners Necaise Land L.P. & Dennis Stieffel, tax parcels 0807I-01-001.052 & 0807I-01-001.053, Approval of Final Plat for 3-lot subdivision (The Hunington Phase 4), Three Rivers Rd, Zoned R-1-15, (Single-family), Ward 7

Planning Commission Approval 2209SE161, by agent Garlon Pemberton, tax parcel 1010H-02-030.000, Request automotive sales use, 2137 E. Pass Road, Zoned B-1 (Neighborhood Business), Ward 2

Resubdivision 2209PC162, by owner Michael Morken, Divide into two new parcels, tax parcel 0811E-03-043.000, 1723 31st Ave, Zoned T3 (Sub-Urban Zone), Ward 2

Zoning Map Amendment 2209PC166, by agent Donovan Scruggs, tax parcels 0809I-01-020-000, 0809I-01-021.000, Request to rezone property from B-2 (General Business) to I-2 (Heavy industry districts), 9506 and 9524 Creosote Rd. Zoned B-2 (General Business), Ward 3

Planning Commission Approval 2209PC167, by owner Danyel Nichols, tax parcel 0710H-04-048.000, Requests a duplex use, Zoned R-1-5 (Single-family), Pear St & Hawthorn St, Ward 3

General Plan 2209PC168, by agent Heinrich and Associates, tax parcels 1009O-02-002.015 &1009O-02-002.000, Approval of a General Plan for 10-Lot subdivision (Bayou Plantations Subdivision Phase 2), Bayou Plantation Ln, Zoned R-2 (Single-family), Ward 5

Planning Commission Approval 2209PC169, by owner Gregory Pittman, tax parcel 0810E-01-041.000, Requests mobile home use, 8250 Indiana Ave, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2209PC170, by agent Randy Kirby, tax parcel 0809N-03-006.002, Requests a medical cannabis dispensary use, 9113 Hwy 49, Zoned B-4 (Highway business), Ward 3

Zoning Text Amendment 2209PC171, by Lauren Illing, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases Medical cannabis Establishment and Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses Medical Cannabis Dispensary

Resubdivision 2209PC172, by owners Nicholas Shay, Ronald David Brown, Leah Simon, & Carlos Gautreaux, tax parcel 0811L-04-122.000, Divide into two new parcels, 1301 31st Ave, Zoned T4+ (General Urban Zone "Plus"), Ward 2
General Plan 2209PC173, by owner C&G Holdings, LLC, tax parcel 1010M-01-013.001, Requests approval for a 75-lot Zero Lot Line subdivision (Gulf Grove), Cowan Rd, Zoned T4+ (General Urban Zone "Plus") and T4L (General Urban Zone "Limited"), Ward 2

This the 1st day of September, 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0088455
Sep 5 2022

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

Sept 19-2022

My name is Mary Frances Celmore
I can not attend this meeting
on Sept 22-2022
I have an appointment at KAFB
I APPROVE I have my
TDs Thank you

Mary F Celmore
109 Missouri St
Gulfport, MS
39501

RE: Planning Commission Approval
2209PC167

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: September 22, 2022

Re: **General Plan 2209PC168:**

General Plan 2209PC168, by agent Heinrich and Associates, tax parcels 1009O-02-002.015 &1009O-02-002.000, Approval of a General Plan for 10-Lot subdivision (Bayou Plantations Subdivision Phase 2), Bayou Plantation Ln, Zoned R-2 (Single-family), Ward 5

Technical Report

General Plan
(Bayou Plantation Subdivision)

GENERAL INFORMATION

Case File Number: 2209PC168

Hearing Date: September 22, 2022

Current Zoning/Use: R-2 / Vacant Property

Legal: General Plan 2209PC168, by agent Heinrich and Associates, tax parcels 1009O-02-002.015 &1009O-02-002.000, Approval of a General Plan for 10-Lot subdivision (Bayou Plantations Subdivision Phase 2), Bayou Plantation Ln, Zoned R-2 (Single-family), Ward 5

TECHNICAL DETAILS

The applicant requests approval of a General Plan to create a new 10-lot 31.3-acre residential subdivision, named Bayou Plantations Phase 2. This new subdivision is a continuation of Bayou Plantation residential development.

Regulations state that the minimum property size for new single-family home in this zoning district is 7,500 square feet with a front yard setback of 25 feet and a side and rear yard setback of 8 feet. Street access created for this a cul-de-sac that is connected to an existing roadway of Bayou Plantation Lane.

EXECUTIVE SUMMARY

While the overall project is small in comparison, the applicant has exceeded several technical details required by ordinance. The applicant will need to prove hardship to the Planning Commission, and the Planning Commission will need to state those into the record. Otherwise, the applicant will need to make several adjustments to the project.

Any approval should consider these conditions:

1. Amber Cove is an existing street name and shall not be duplicated. Amber Place is a potential alternative.
2. Sidewalks to be contained within the proposed right-of-way.
3. The Planning Commission grants a waiver to allow the 1:3.5 width to depth ratio to be exceeded.
4. The Planning Commission grants a waiver to allow the cul-de-sac length to exceed 600 feet to 619 feet as shown on plans.
5. All construction shall comply with all City Building Codes and Ordinances.
6. Protected trees to be preserved and protected.

p. 12

Technical Report

General Plan
(Bayou Plantation Subdivision)

DEPARTMENTAL CONDITIONS

Engineering:	No Conditions. Memo dated 09/12/2022.
Public Works:	No conditions. Memo dated 09/12/2022.
Traffic and Safety:	No comments. Memo dated 09/15/2022.
Building Code Services:	All construction shall comply with all City Building Codes and Ordinances. Memo dated 09/12/2022.
GIS:	No conditions. Memo date 09/12/2022.
Police Department:	No conditions. Memo dated 09/07/2022.
Fire Department:	No conditions. Memo dated 09/08/2022.
City Arborist:	Protected trees to be preserved and protected. Memo dated 09/07/2022.

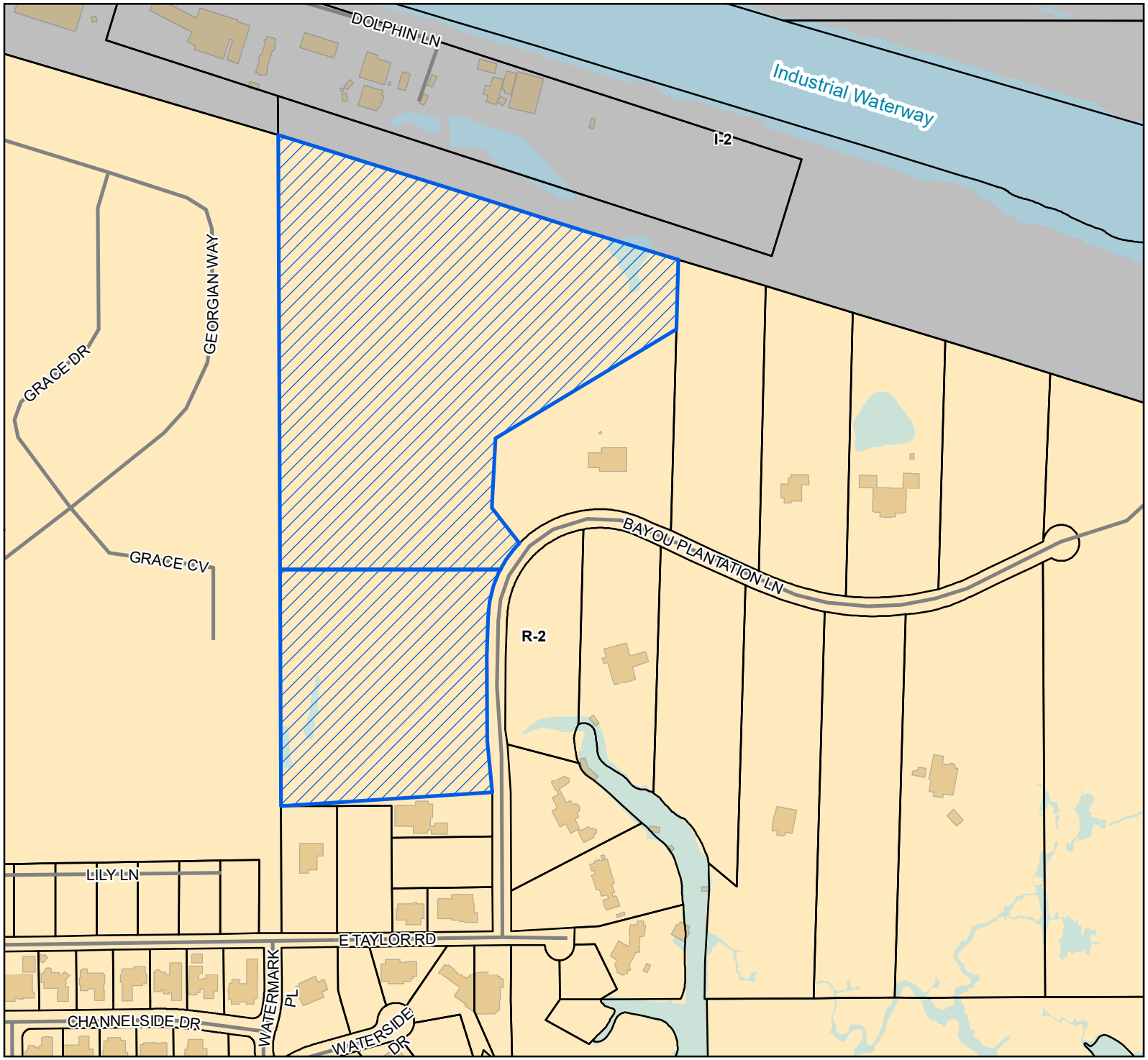
DIRECTOR APPROVAL

This report has been reviewed and approved by:

_____
Greg Pietrangelo
Director of Urban Development Department

2209PC168

GENERAL PLAN



Site
Street
Parcels
Buildings
Water Features

Zoning

I-2 - Heavy Industry District

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

Site Information

1009O-02-002.015
1009O-02-002.000
Zoning: R-2 (Single-family Residence)
Size: 31.3 acres
Flood: AE

0 60 120 180
Yards

1 inch = 375 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 #: 2209PC168
Date Received: 8/2/2022
Receipt #:
Received By:
Zoning: R-2
Ward: 5 Flood: AE
Size: 31.3 acres

Property Information

TAX PARCEL # 10090-02-002.015
10090-02-002.000
(If necessary, use separate sheet of paper)

Address of Property Involved: BAYOU PLANTATION LN.

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

General Location: 450' NORTH OF E. TAYLOR RD. ON BAYOU PLANTATION LN.

GENERAL DESCRIPTION OF REQUEST:
REQUEST IS TO SUBDIVIDE 30+/- AC. INTO 10 ESTATE LOTS THAT WILL BE SERVICED BY THE CITY OF GULFPORT WITH WATER & SEWER. ALSO MEET ALL CITY & STATE 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
WATCHMEN DEVELOPERS, LLC	HEINRICH & ASSOCIATES,
Printed Name Of Owner	Printed Name Of Agent
156 LINDA CIR.	1806 23RD AVE.
Mailing Address	Mailing Address
OCEAN SPRINGS MS 39564	GULFPORT MS 39501
City State Zip code	City State Zip code
228-239-3612	228-896-6768
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
rj2197182@gmail.com	bobby.h@heinrichassociates.net
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.

Watchman Developers, LLC
156 Linda Circle
Ocean Springs, MS 39564

August 1, 2022

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

RE: **Agent Letter for**
Tax Parcel No's: 1009O-02-002-015 and 1009O-02-002-000
Gulfport, Mississippi

To Whom It May Concern:

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

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

Sincerely,

Notary

My Commission Expires:

STATE OF MISSISSIPPI
YVONNE COWART
NOTARY PUBLIC
ID No. 76250
Commission Expires
January 20, 2025
JACKSON COUNTY

TME
TERRY MORAN
ENGINEERING

TERRY MORAN, P.E., P.L.S.
P.O. Box 4075 Ph (228) 896-4733
Biloxi, MS 39535 Fax (228) 896-6768

August 01, 2022

City of Gulfport Building Department
2410 14th Street
Gulfport, MS 39501

RE: **Bayou Plantations Subdivision Phase 2**
Gulfport, Mississippi

To Whom It May Concern:

With reference to the above, our firm discussed this project with the Gulfport City Engineering Department. It was determined that detention or calculations would not be required due to the large sized lots. Also, it was discussed that an additional pipe may need to be installed near the south end of the project on Bayou Plantation Ln.

The developer has decided to go ahead and install the additional pipe to help with drainage concerns from the neighborhood.

Should you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Terry Moran, P.E., P.L.S.

T. J. Moran, Jr.
LICENSED PROFESSIONAL ENGINEER
6005
STATE OF MISSISSIPPI
8-1-22

Watchman Developers, LLC
156 Linda Circle
Ocean Springs, MS 39564

AFFIDAVIT

STATE OF MISSISSIPPI

COUNTY OF JACKSON

PERONALLY CAME AND APPEARED before me, the undersigned authority in and for the jurisiction afroresaid, the within named **Robert Jackson** who, after being by me forst duly sworn, stated the following:

1. That there are no restrive covenants prohibiting the resubidivision of the property.

Respectfully submitted:

By: _____
Robert Jackson – Watchman Developers, LLC

SWORN AND SUBSCRIBED before me, this the 1st day of August 2022.

_____
Notary Public

My Commission Expires:

STATE OF MISSISSIPPI
YVONNE COWART
NOTARY PUBLIC
ID No. 76250
Commission Expires
January 20, 2025
JACKSON COUNTY

Watchman Developers, LLC

156 Linda Circle
Ocean Springs, MS 39564

CORPORATE RESOLUTION

STATE OF MISSISSIPPI
COUNTY OF JACKSON

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named **Robert Jackson** who acknowledged that she is a **Member** of **Watchman Developers, 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 1st day of August 2022.

Robert Jackson, Member

Notary Public

My Commission Expires:

STATE OF MISSISSIPPI
YVONNE COWART
NOTARY PUBLIC
ID No. 76250
Commission Expires
January 20, 2025
JACKSON COUNTY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
BAYOU PLANTATIONS PHASE 2
CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

This Declaration of Covenants, Conditions and Restrictions is made on the___day of _____, 2022, A.D., by Watchman Developers, 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. RESIDENTIAL: All lots in Bayou Plantations Phase 2 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 one-story and two-story residential lots.

2. MINIMUM SQUARE FOOTAGE: No residence, built, placed or maintained on any lot, shall contain less than one thousand six hundred (3,000) square feet of living heated floor space, exclusive of perches, terraces, garages, patios and courts, unless otherwise approved by Architectural Review Committee.

3. LOT SIZE: No residence 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: For any and all residences constructed, erected, placed and maintained on each and every lot located in the subdivision the Architectural Review Committee shall establish the location, position and placing of the residence on the lot. All construction shall be in compliance with the city zoning requirement.

5. REQUIREMENTS FOR DWELLING: In addition to all approvals required pursuant to Paragraph 9 herein, no residence shall be constructed, built or placed on any lot in the subdivision unless the Architectural Review Committee has approved the exterior appearances and color of the residence, including, but not limited to, style and color of roofing shingle, roof pitch, color of all exterior walls and brick, surfaces and material of all exterior walls, the material composition and the location of all driveways and sidewalks; trim and exterior wall surface paint colors, stucco colors, composition of exposed exterior steps; location and appearance of drainage culverts and retaining walls, all landscaping, exterior lighting, location and material for all mailboxes and mailbox posts; and location and material types for all fences. The Architectural Review Committee established herein shall establish and publish

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approved building materials, colors and specifications for all exterior materials and colors. All garages shall be rear facing.

6. 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 Bayou Plantations Phase 2 Homeowners Association as hereafter set forth:

Section 1. Creation: All owners of records, as that term is herein defined, shall be a member of the Bayou Plantations Phase 2 Home Association (hereinafter "Association"). Said Association shall be governed by three (3) 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

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ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance, or alienation of the Lot to which the membership is appurtenant.

7. 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 eighty (80%) of lots are 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-twelfth ($1/12^{th}$) 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.

8. ARCHITECHURAL REVIEW 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.

9. 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.

10. 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.

11. FENCES: No fences shall be erected in the subdivision without prior approval of the Architectural Review Committee

12. 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.

13. 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 Review 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 Review Committee to restrict color and content.

14. OTHER BUILDINGS AND VEHICLES: No tent, trailer, barn or any similar outbuilding or structure shall be placed on any lot or on any other areas at any time, either temporarily or permanently, without prior approval from the Architectural Review Committee. No mobile home, tractor, boats, trailer or RV vehicle shall be placed on any lot or on subdivision streets, either temporarily or permanently. Each owner shall provide for parking for at least two (2) automobiles per owner for each dwelling owned or maintained by such owner.

15. 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. All construction taking place upon subject property shall be completed within seven (7) months from starting date.

16. 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.

17. SEVERABILTY: If one or more of the Conditions, 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, Covenants, and Restrictions herein contained.

18. 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.

19. 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 eighty percent (80%) 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:_____

Watchman Developers, LLC

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"Exhibit A"

Legal Description:

(refer to recording plat for legal description)

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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 Robert Jackson, executed that above and forgoing instrument.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 2022.

_____,
NOTARY PUBLIC

MY COMMISION EXPIRES:

_____.

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BAYOU PLANTATIONS SUBDIVISION
PHASE 2

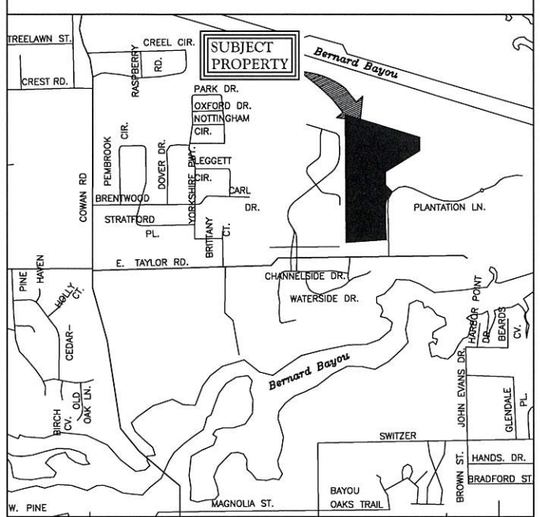
PARCEL NO. - 1009O-02-002.015
BAYOU PLANTATION LANE
GULFPORT, MS

CLIENT:

WATCHMEN DEVELOPERS, LLC.
156 Linda Circle
Ocean Springs, MS 39564

JULY 29, 2022

VICINITY MAP



SECTION 20, T7S, R10W

NORTH

N.T.S.

TME

TERRY MORAN
ENGINEERING & SURVEYING
TERRY MORAN, P.E., P.L.S.
P.O. BOX 4075 -
Biloxi, MS 39535
Ph (228) 896-4733 Fax (228) 896-6769

J. MORAN, JR. ENGINEER 6005 7/29/22 STATE OF MISSISSIPPI

IN ASSOCIATION WITH

HEINRICH & ASSOCIATES
RESIDENTIAL & COMMERCIAL DESIGN
1806 23rd AVE., Suite B - Gulfport, MS 39501
Ph (228) 896-6768

ATTENTION: NO CONSTRUCTION IS TO COMMENCE ON THIS PROJECT BEFORE THE APPROPRIATE PERMITS HAVE BEEN OBTAINED.

SHEET INDEX

PLAN COVER SHEET	T1
GENERAL NOTES & LEGENDS	C1
EXISTING CONDITIONS & DEMOLITION PLAN	C2
LOT & STREET LAYOUT	C3
GRADING & DRAINAGE PLAN	C4
EROSION CONTROL PLAN	C5
UTILITY PLAN	C6
PLAN & PROFILE	PP1
CONSTRUCTION DETAILS	CD1
CONSTRUCTION DETAILS	CD2
CONSTRUCTION DETAILS	CD3
CONSTRUCTION DETAILS	CD4

Sheet
T1
Project No
20-171

DEMOLITION NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ANY AND ALL EXISTING STRUCTURES DESIGNATED TO BE REMOVED WITHIN THE PROPERTY LIMITS, INCLUDING BUT NOT LIMITED TO STRUCTURES, FOUNDATIONS, ALL EXISTING PAVEMENTS AND DRIVEWAYS, EXISTING FENCES, UTILITIES, AND DEBRIS.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT OCCUR TO IMPROVEMENTS SHOWN HEREON TO REMAIN.
3. CONTRACTOR SHALL REMOVE ALL DEBRIS FROM THE SITE THAT IS FOUND TO EXIST PRIOR TO HIS WORK OR THAT IS GENERATED AS A RESULT OF HIS WORK. DEBRIS SHALL CONSIST OF ANY MATERIAL OTHER THAN SOIL. SOIL DESIGNATED TO BE REMOVED FROM THE SITE SHALL BE AT THE CONTRACTORS EXPENSE.
4. CONTRACTOR WILL NOT BE RESPONSIBLE FOR DEMOLISHING, REMOVING, OR RELOCATING ANY EXISTING ABOVE OR BELOW GROUND TELEPHONE OR POWER (UNLESS OTHERWISE SPECIFIED)BUT SHALL BE RESPONSIBLE FOR COORDINATING HIS WORK WITH ALL LOCAL UTILITY COMPANIES.
5. CONTRACTOR SHALL CALL THE MISSISSIPPI DAMAGE PREVENTION NUMBER (1-800-227-6477) BY LAW TO LOCATE ALL EXISTING UTILITIES ON SITE PRIOR TO HIS WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING UTILITIES NOT DESIGNATED TO BE REMOVED UNDER THIS CONTRACT AND BE RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING UTILITIES NOT DESIGNATED TO BE DEMOLISHED, REMOVED, OR RELOCATED THAT RESULT FROM CONTRACTOR'S WORK. REMOVAL OF ALL POWER LINES, POLES, AND APPURTENANCES SHALL BE BY LOCAL UTILITY COMPANY.
6. LIMITS OF CLEARING AND GRUBBING SHALL BE PROPERTY LINES, UNLESS SPECIFICALLY DESIGNATED OTHERWISE.
7. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL CONSTRUCTION PERMITS THAT ARE REQUIRED TO ACCOMPLISH THE WORK SPECIFIED HEREON.

STORM WATER POLLUTION PREVENTION NOTES:

1. CONTRACTOR SHALL STOCKPILE TOPSOIL FOR USE IN LANDSCAPING.
2. CONTRACTOR SHALL LINE ALL PROPOSED SWALES AND DETENTION POND SLOPES WITH EROSION AND SEDIMENT CONTROL BLANKETS AS SHOWN.
3. CONTRACTOR SHALL ROUGHEN ALL 4:1 CUT SLOPES BY DISKING PRIOR TO SEEDING.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR SEEDING WITH TEMPORARY SEED ANY DISTURBED AREAS THAT WILL BE LEFT UNDISTURBED FOR FOURTEEN OR MORE DAYS (SEE MDEQ LIST OF TEMPORARY SEED TYPES).
5. CONTRACTOR SHALL BE RESPONSIBLE FOR SEEDING WITH PERMANENT SEED ANY DISTURBED AREAS WITHIN SEVEN DAYS (SEE OWNER FOR TYPE OF LANDSCAPE TO BE USED).
6. ALL EQUIPMENT MAINTENANCE AND REPAIR SHALL BE DONE OFFSITE.
7. TRASH RECEPTACLES SHALL BE PLACED AT CONVENIENT LOCATIONS THROUGHOUT THE SITE.
8. THE MAIN TRASH COLLECTION BIN SHALL BE PLACED NEAR THE CORNER OF THE CONSTRUCTION ENTRANCE. CONTRACTOR SHALL COORDINATE PICKUP WITH THE CITY OR REFUSE DISPOSAL PROVIDERS AND SHALL ENSURE THAT COLLECTION IS DONE A MINIMUM OF ONCE A WEEK.
9. CONTRACTOR SHALL CHECK ALL DISTURBED AREAS, EROSION AND SEDIMENT CONTROLS AFTER EACH SIGNIFICANT RAINFALL BUT NOT LESS THAN ONCE PER WEEK AND MAKE ANY NEEDED REPAIRS WITHIN 24 HOURS.
10. CONTRACTOR SHALL REMOVE ANY SEDIMENT FROM SILT FENCE, CHECK POINTS, AND INLET PROTECTION DEVICES WHENEVER SEDIMENT HAS ACCUMULATED TO 50 PERCENT CAPACITY. CONTRACTOR SHALL MAINTAIN ALL VEGETATED AREAS TO PROVIDE PROPER GROUND COVER BY RESEEDING, FERTILIZATION, OR MULCHING AS NEEDED.
11. A TEMPORARY OFFICE AND PORTABLE TOILET BUILDINGS SHALL BE LOCATED AT THE OR NEAR THE JOB TRAILER OR LAY-DOWN YARD AND AT LOCATIONS SO THAT NO PART OF THE PROJECT IS MORE THAN 1,000 FEET FROM A TOILET FACILITY IF POSSIBLE. THESE STRUCTURES SHALL BE MAINTAINED ON A REGULAR SCHEDULE BY A LICENSED DISPOSAL COMPANY.

SITE NOTES:

1. ROADWAY DIMENSIONS ARE GIVEN IN THE CROSS SECTION DETAIL FOUND ON SHEET CD 1.
2. ALL ROADWAY RADIUS DIMENSIONS ARE 20' UNLESS NOTED.
3. SEE SHEET CD1 FOR PAVEMENT DETAILS.
4. SHOULD CONTRACTOR FIND ANY DISCREPANCIES IN DIMENSIONS, PROJECT ENGINEER SHALL BE CONSULTED IMMEDIATELY.
5. ALL DIMENSIONS ARE FROM BOC TO BOC.
6. CONTRACTOR SHALL FORM CURB AT HANDICAP RAMP LOCATIONS TO MEET ADA REQUIREMENTS.
   ALL FINISH SPOT ELEVATIONS REPRESENT CURB FLANGE (FL) ELEVATIONS, TOP OF CURB (TOC), OR TOP OF SURFACE (TOP).
7. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE AT ALL TIMES.
8. OWNER SHALL BE RESPONSIBLE FOR GRADING OF PARCELS TO ENSURE POSITIVE DRAINAGE AS INDICATED.
9. ALL FINISH SPOT ELEVATIONS REPRESENT CURB FLANGE (FL) ELEVATIONS, TOP OF CURB (TOC), OR TOP OF SURFACE (TOP).

UTILITY NOTES:

1. ALL NEW WATER MAIN SHALL BE PVC, C900 AWWA APPROVED.
2. ALL SEWER MAIN SHALL BE PVC, ASTM 2-3034 SDR 26.
3. WATER AND SEWER SERVICES SHALL CONFORM TO THE DETAIL SHEET.
4. ANY ROAD CROSSING REQUIRED SHALL BE DONE IN STRICT CONFORMANCE WITH THE PLAN DETAIL AND SPECIFICATIONS.
5. ALL TAPS ONTO EXISTING WATER AND SEWER MAINS SHALL BE COORDINATED WITH MUNICIPALITY OR PRIVATE UTILITY COMPANY.
6. EXISTING UTILITY INFORMATION BASED ON SURVEY.
7. ALL PRESSURE AND LEAKAGE TESTS MUST BE IN ACCORDANCE WITH AWWA C-600.
8. DISINFECTION AND SAMPLING PROCEDURES SHOULD MEET THE CURRENT AWWA STANDARD (C652).

LOCAL UTILITY COMPANIES

1. WATER AND SEWER – CITY OF GULFPORT 868-5740
2. GAS SERVICE – CENTERPOINT ENERGY 896-7500
3. TV CABLE SERVICE – CABLE ONE 864-1506
4. ELECTRICAL SERVICE – MISSISSIPPI POWER COMPANY 868-9800
5. TELEPHONE SERVICE – AT&T 557-6000
6. MISS I CALL BEFORE YOU DIG 1-800-227-6477

LEGEND

PROPOSED		EXISTING
—W—	WATER MAIN	—W—
—S—	SEWER LINE	—S—
—G—	GAS LINE	—G—
	ROW/EASEMENT	
	PROPERTY LINE	
	LOT LINES	
CO	CLEAN-OUT	
S	MANHOLE	S
	WATER VALVE	WV
	FIRE HYDRANT	
W	WATER METER	WM
21.5	PROP. SPOT EL.	
	EXIST. SPOT EL.	+4.3
	TYP. SIGN	
	TYP. STOP BAR	
	HEADER CURB	
	CURB & GUTTER	

PROJECT SCOPE:

CONSTRUCT BAYOU PLANTATIONS SUBDIVISION PHASE 2 AS PER DRAWINGS FOUND HEREIN AND ALL CITY/STATE REQ'S & PERMITS.

NON-EXCLUSIVELY, GRADING, ASPHALT PAVING, STORM & UTILITY LINES, CONCRETE FORMING AND FINISHING, THERMOPLASTIC STRIPING, AND GRADING/GRASSING/FINISHING IMPROVEMENTS SHALL BE REQ'D TO COMPLETE THIS PROJECT.

GENERAL NOTES & LEGENDS

TERRY MORAN, P.E., P.L.S.
1806 22nd Ave Suite B, Gulfport, MS 39501
P.O. Box 4075 Biloxi, MS 39535
Ph. (228) 896-4783

TME
TERRY MORAN
ENGINEERING & SURVEYING

TERRY J. MORAN, JR.
REGISTERED PROFESSIONAL ENGINEER
6005
7/29/22
STATE OF MISSISSIPPI

HEINRICH & ASSOCIATES
RESIDENTIAL & COMMERCIAL DESIGN
1806 23rd Avenue, Suite B, Gulfport, MS 39501
Ph. (228) 896-0768

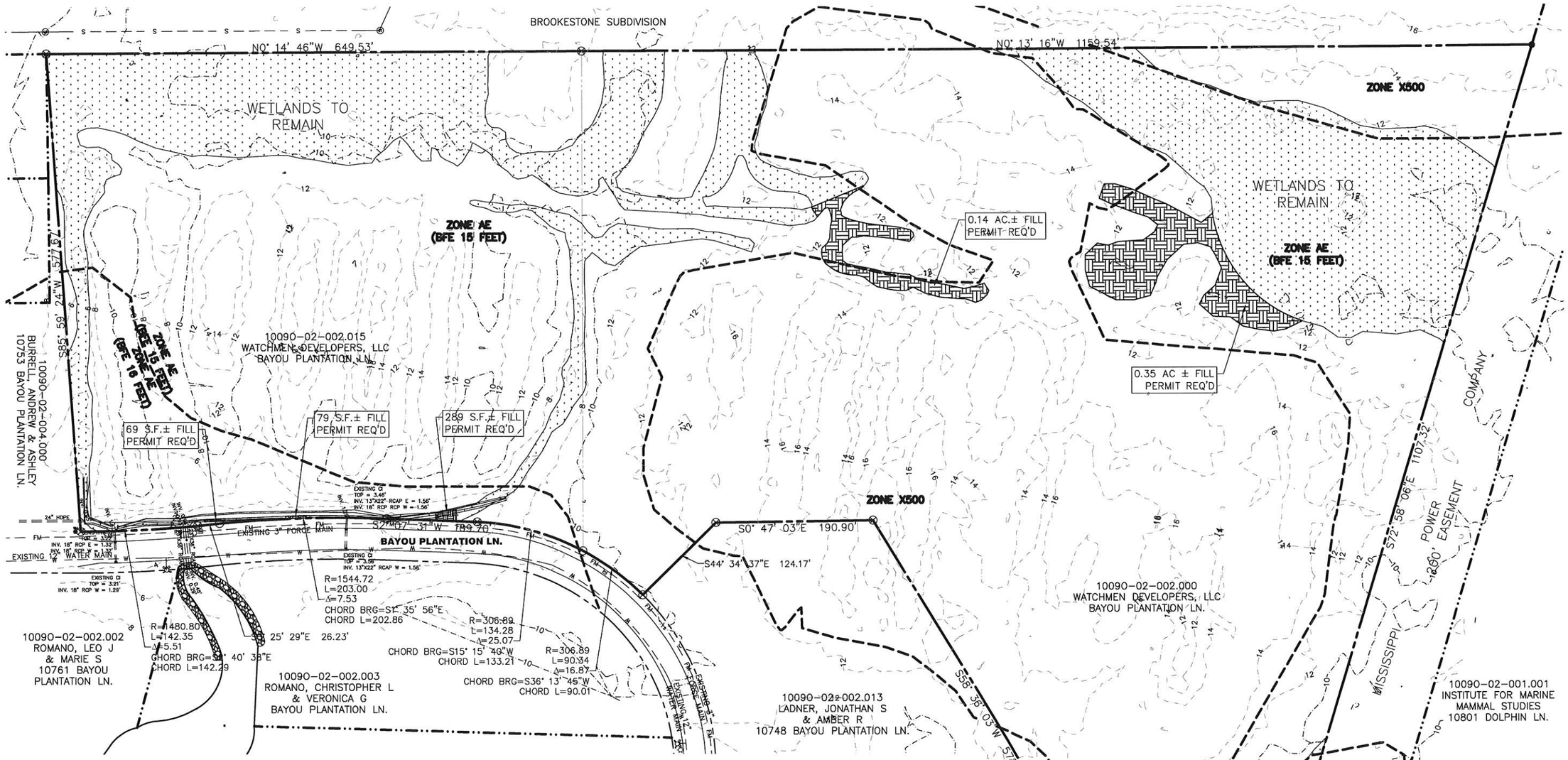
Sheet GENERAL NOTES & LEGENDS

Project BAYOU PLANTATIONS SUBDIVISION PHASE 2
BAYOU PLANTATION LANE
GULFPORT, MS

Date 7-29-22
Drawn By S.G.C.
Check By R.B.H.
REV

Sheet C1

Project No 20-171



DEMOLITION NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ANY AND ALL EXISTING STRUCTURES DESIGNATED TO BE REMOVED WITHIN THE PROPERTY LIMITS, INCLUDING BUT NOT LIMITED TO STRUCTURES, FOUNDATIONS, ALL EXISTING PAVEMENTS AND DRIVEWAYS, EXISTING FENCES, UTILITIES, AND DEBRIS.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT OCCUR TO IMPROVEMENTS SHOWN HEREON TO REMAIN.
3. CONTRACTOR SHALL REMOVE ALL DEBRIS FROM THE SITE THAT IS FOUND TO EXIST PRIOR TO HIS WORK OR THAT IS GENERATED AS A RESULT OF HIS WORK. DEBRIS SHALL CONSIST OF ANY MATERIAL OTHER THAN SOIL.
4. CONTRACTOR WILL NOT BE RESPONSIBLE FOR DEMOLISHING OR REMOVING ANY EXISTING ABOVE OR BELOW GROUND TELEPHONE OR POWER BUT SHALL BE RESPONSIBLE FOR COORDINATING HIS WORK WILL ALL LOCAL UTILITY COMPANIES.
5. CONTRACTOR SHALL CALL THE MISSISSIPPI DAMAGE PREVENTION NUMBER (1-800-227-6477) BY LAW TO LOCATE ALL EXISTING UTILITIES ON SITE PRIOR TO HIS WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING UTILITIES NOT DESIGNATED TO BE REMOVED UNDER THIS CONTRACT AND BE RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING UTILITIES NOT DESIGNATED TO BE REMOVED THAT RESULT FROM CONTRACTOR'S WORK.
6. REMOVAL OF ALL POWER LINES, POLES, AND APPURTENANCES SHALL BE BY LOCAL UTILITY COMPANY.
7. LIMITS OF CLEARING AND GRUBBING SHALL BE PROPERTY LINES, UNLESS SPECIFICALLY DESIGNATED OTHERWISE.
8. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL CONSTRUCTION PERMITS THAT ARE REQUIRED TO ACCOMPLISH THE WORK SPECIFIED HEREON.

LEGEND

- REMOVE UTILITY
- FILL REQ'D PER PERMIT
- DENOTES LIMITS OF REMOVAL FOR A STRUCTURE AND ITS APPURTENANCES
- TREE DEMO

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

BOUNDARY AND TOPOGRAPHIC INFORMATION BASED ON SURVEY BY MACHADO/PATANO ENGINEERING.

SUBJECT PROPERTY LIES WITHIN "AE" & "X500" FLOOD ZONE SHOWN HEREON PER FEMA PANEL 28047C0267G DATED JUNE 16, 2009

ELEV = 13.04'
N: 332322.92
E: 925964.32

EXISTING SEWER MANHOLE LOCATED ON EAST TAYLOR RD. AND WATERSIDE DR. 366' SOUTH OF SOUTHWEST PROPERTY CORNER.

NOTE:
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EXISTING CONDITIONS & DEMOLITION PLAN

SCALE: 1" = 60'-0"

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TERRY J. MORAN, JR.
ENGINEER
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STATE OF MISSISSIPPI
7/29/22
In Association With

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RESIDENTIAL & COMMERCIAL DESIGN
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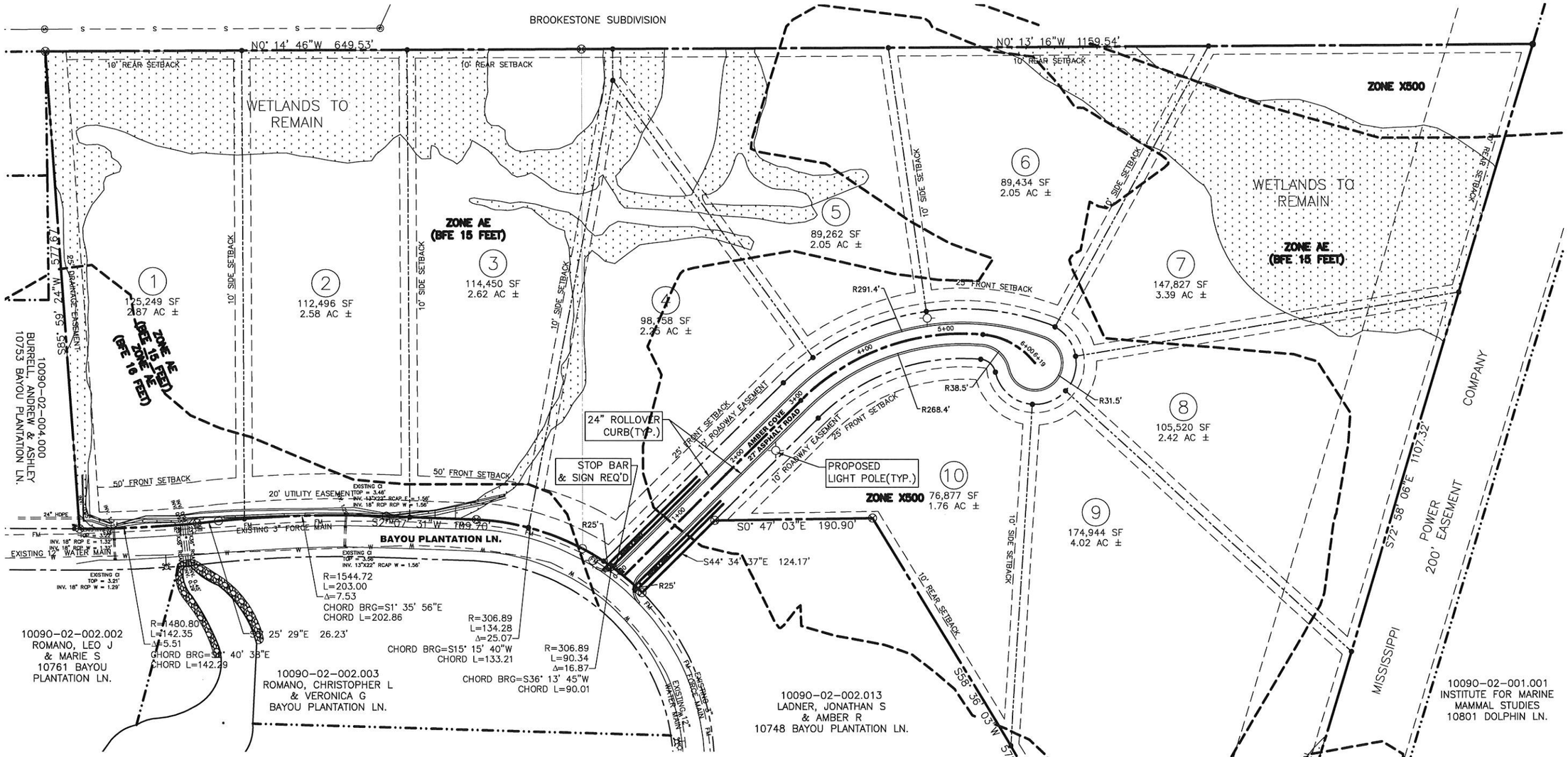
Sheet: EXISTING CONDITIONS & DEMOLITION PLAN

Project: BAYOU PLANTATIONS SUBDIVISION
PHASE 2
BAYOU PLANTATION LANE
GULFPORT, MS

Date: 7-29-22
Drawn By: S.G.C.
Check By: R.B.H.
REV: ____

Sheet: C2

Project No: 20-171



SITE DATA TABLE

ZONING	R-2
ACREAGE	15.8 AC
MIN. LOT SIZE	80' X 135' (10,800 S.F.)
SETBACKS FYSB - 25 FT SYSB - 8 FT RYSB - 10 FT	

SITE LEGEND

- TYPICAL SIGN
- TYPICAL STOP BAR
- HEADER CURB
- CURB & GUTTER
- STREET LIGHT

SITE NOTES:

1. ALL DIMENSIONS ARE FROM BACK OF CURB TO BACK OF CURB.
2. ALL ROADWAY RADIUS DIMENSIONS ARE 15' UNLESS NOTED.
3. CONTRACTOR TO ENSURE ALL CURB RAMPS AND SIDEWALKS MEET ADA REQUIREMENTS.
4. STREET LIGHT LOCATIONS AND TYPES TO BE DESIGNED AND SUBMITTED BY MS POWER.
5. SHOULD CONTRACTOR FIND ANY DISCREPANCIES IN DIMENSIONS, PROJECT ENGINEER SHALL BE NOTIFIED IMMEDIATELY.

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

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LOT & STREET LAYOUT

SCALE: 1" = 60'-0"

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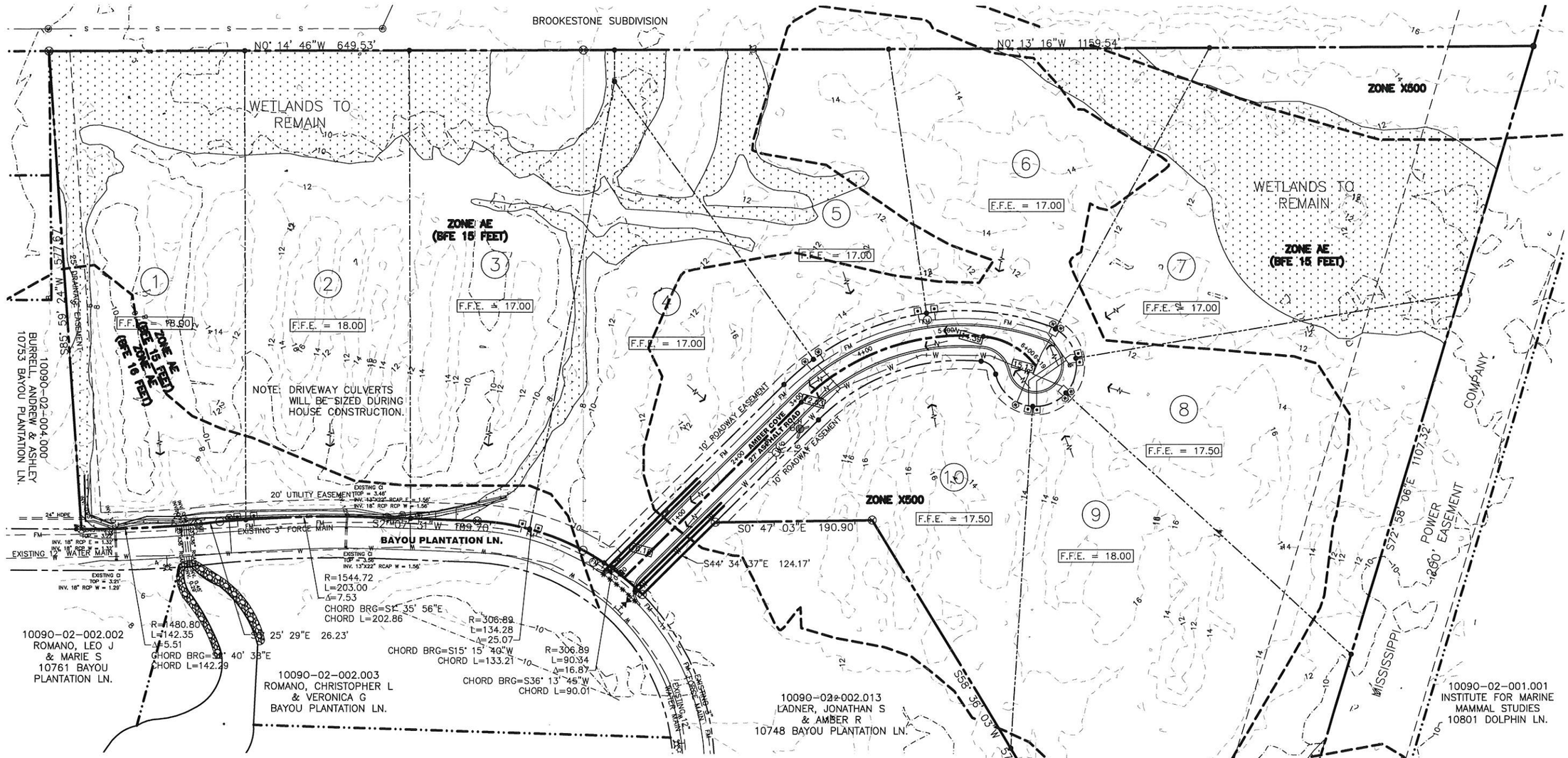
Sheet LOT & STREET LAYOUT
Project BAYOU PLANTATIONS SUBDIVISION PHASE 2 BAYOU PLANTATION LANE GULFPORT, MS

Date 7-26-22
Drawn By S.G.C.
Check By R.B.H.
REV

Sheet C3
Project No 20-171



LEGEND

- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- PROPOSED DRAIN INLET AND PIPE
- EXISTING CURB INLET AND PIPE
- MATCH EXISTING GRADE
- FLOW DIRECTION ARROW
- RIDGE LINE

NOTES:

1. ALL FINISH SPOT ELEVATIONS REPRESENT BASE OF CURB ELEVATIONS.
2. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE AT ALL TIMES.
3. OWNER SHALL BE RESPONSIBLE FOR GRADING OF PARCELS TO ENSURE POSITIVE DRAINAGE AS INDICATED.

GRAPHIC SCALE

(IN FEET)
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GRADING & DRAINAGE PLAN

SCALE: 1" = 60'-0"

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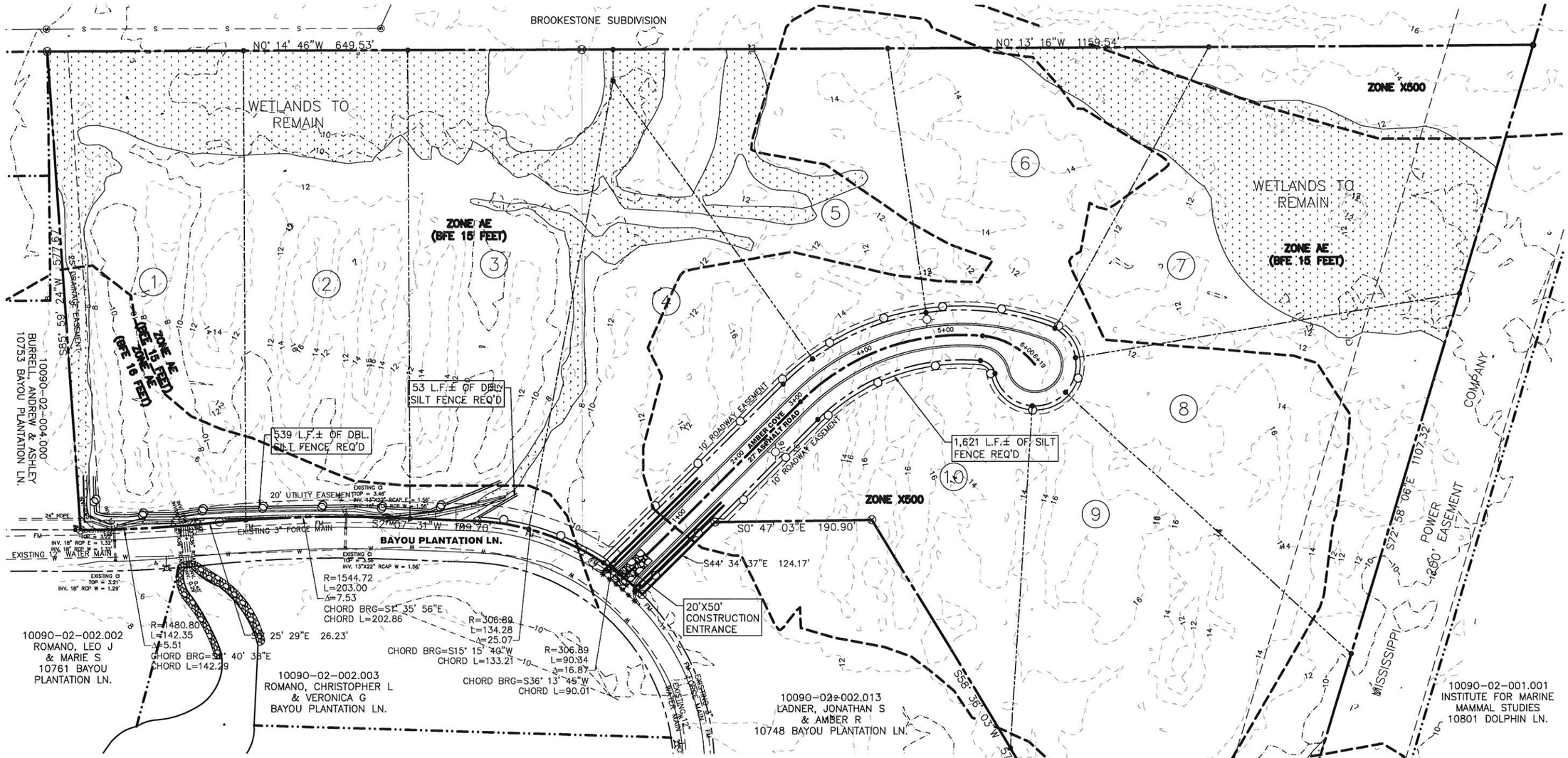
Sheet GRADING & DRAINAGE PLAN
Project BAYOU PLANTATIONS SUBDIVISION PHASE 2 BAYOU PLANTATION LANE GULFPORT, MS

Date 7-29-22
Drawn By S.G.C.
Check By R.B.H.
REV

Sheet C4
Project No. 20-171



STORM WATER POLLUTION PREVENTION NOTES:

1. CONTRACTOR SHALL STOCKPILE TOPSOIL FOR USE IN LANDSCAPING.
2. CONTRACTOR SHALL LINE ALL PROPOSED SWALES AND DETENTION POND SLOPES WITH EROSION AND SEDIMENT CONTROL BLANKETS AS SHOWN.
3. CONTRACTOR SHALL ROUGHEN ALL 4:1 CUT SLOPES BY DISKING PRIOR TO SEEDING.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR SEEDING WITH TEMPORARY SEED ANY DISTURBED AREAS THAT WILL BE LEFT UNDISTURBED FOR THIRTY OR MORE DAYS WITHIN SEVEN DAYS(SEE MDEQ LIST OF TEMPORARY SEED TYPES).
5. CONTRACTOR SHALL BE RESPONSIBLE FOR SEEDING WITH PERMANENT SEED ANY DISTURBED AREAS WITHIN SEVEN DAYS (SEE OWNER FOR TYPE OF LANDSCAPE TO BE USED).
6. ALL EQUIPMENT MAINTENANCE AND REPAIR SHALL BE DONE OFFSITE.
7. TRASH RECEPTACLES SHALL BE PLACED AT CONVENIENT LOCATIONS THROUGHOUT THE SITE.
8. THE MAIN TRASH COLLECTION BIN SHALL BE PLACED NEAR THE NORTHWEST CORNER OF THE CONSTRUCTION ENTRANCE. CONTRACTOR SHALL COORDINATE PICKUP WITH THE CITY AND SHALL ENSURE THAT COLLECTION IS DONE A MINIMUM OF ONCE A WEEK.
9. CONTRACTOR SHALL CHECK ALL DISTURBED AREAS, EROSION AND SEDIMENT CONTROLS AFTER EACH SIGNIFICANT RAINFALL BUT NOT LESS THAN ONCE PER WEEK AND MAKE ANY NEEDED REPAIRS WITHIN 24 HOURS.
10. CONTRACTOR SHALL REMOVE ANY SEDIMENT FROM SILT FENCE, CHECK POINTS, AND INLET PROTECTION DEVICES WHENEVER SEDIMENT HAS ACCUMULATED TO 50 PERCENT CAPACITY.
11. CONTRACTOR SHALL MAINTAIN ALL VEGETATED AREAS TO PROVIDE PROPER GROUND COVER BY RESEEDING, FERTILIZATION, OR MULCHING AS NEEDED.
12. A TEMPORARY OFFICE AND PORTABLE TOILET BUILDINGS SHALL BE LOCATED AT THE SOUTH ENTRANCE TO THE SITE AND AT LOCATIONS SO THAT NO PART OF THE PROJECT IS MORE THAN 1,000 FEET FROM A TOILET FACILITY. THESE STRUCTURES WILL BE MAINTAINED ON A REGULAR SCHEDULE BY A LICENSED DISPOSAL COMPANY.

LEGEND

- SILT FENCE
- CONSTRUCTION ENTRANCE
- DRAIN INLET PROTECTION

GRAPHIC SCALE

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EROSION CONTROL PLAN

SCALE: 1" = 60'-0"

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7/29/22

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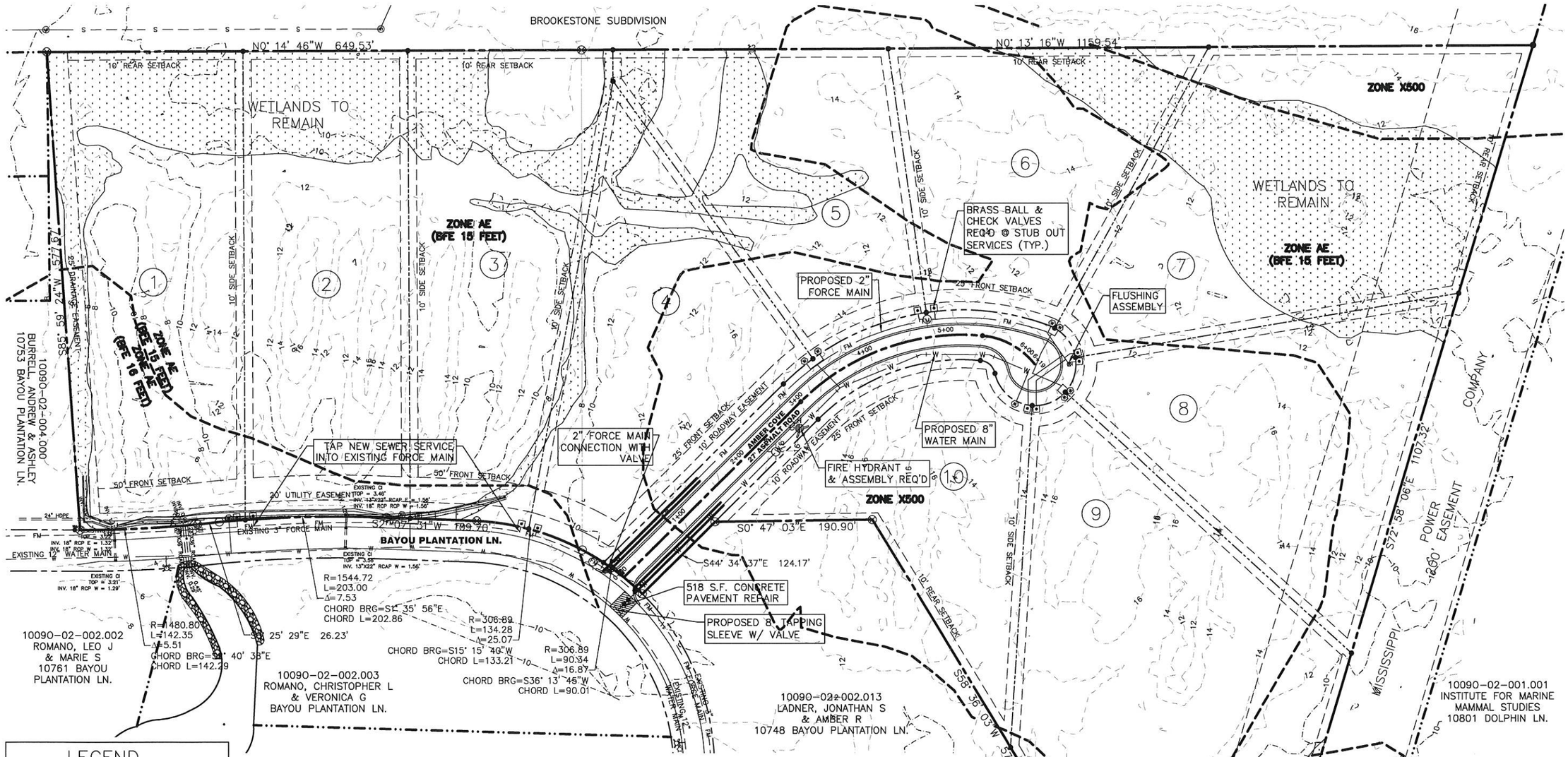
Sheet: EROSION CONTROL PLAN
Project: BAYOU PLANTATIONS SUBDIVISION PHASE 2 BAYOU PLANTATION LANE GULFPORT, MS

Date 7-26-22
Drawn By S.G.C.
Check By R.B.H.
REV

Sheet C5

Project No 20-171



LEGEND

PROPOSED		EXISTING
—W—	WATER MAIN	------W------
—S—	SEWER LINE	------S------
—G—	GAS LINE	------G------
—FM—	FORCE MAIN	------FM------
—FOC—	FIBER OPTIC CABLE	------FOC------

- POWER POLE
- GRINDER STATION
- MANHOLE
- WATER VALVE
- FIRE HYDRANT
- WATER METER
- GAS VALVE

UTILITY NOTES:

1. ALL NEW WATER MAIN SHALL BE PVC, C900 AWWA APPROVED.
2. ALL SEWER MAIN SHALL BE PVC, ASTM D-3034, SDR 26.
3. WATER AND SEWER SERVICES SHALL CONFORM TO THE DETAIL SHEET.
4. ANY ROAD CROSSING REQUIRED SHALL BE DONE IN STRICT CONFORMANCE WITH THE PLAN DETAIL AND SPECIFICATIONS.
5. ALL TAPS ONTO EXISTING WATER AND SEWER MAINS SHALL BE COORDINATED WITH MUNICIPALITY OR PRIVATE UTILITY COMPANY.
6. EXISTING UTILITY INFORMATION BASED ON SURVEY.
7. ALL PRESURE AND LEAKAGE TEST MUST BE IN ACCORDANCE WITH AWWA C-600.
8. DISINFECTION AND SAMPLING PROCEDURES SHOULD MEET THE CURRENT AWWA STANDARD (C652).

LOCAL UTILITY COMPANIES

1. WATER AND SEWER - CITY OF GULFPORT 868-4595
2. GAS SERVICE - ENTEX 896-7500
3. TV CABLE SERVICE - CABLE ONE 864-1506
4. ELECTRICAL SERVICE - MS POWER CO. 868-9800
5. TELEPHONE SERVICE - BELLSOUTH 557-6000
6. MISS I CALL BEFORE YOU DIG 1-800-227-6477

GRAPHIC SCALE

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UTILITY PLAN

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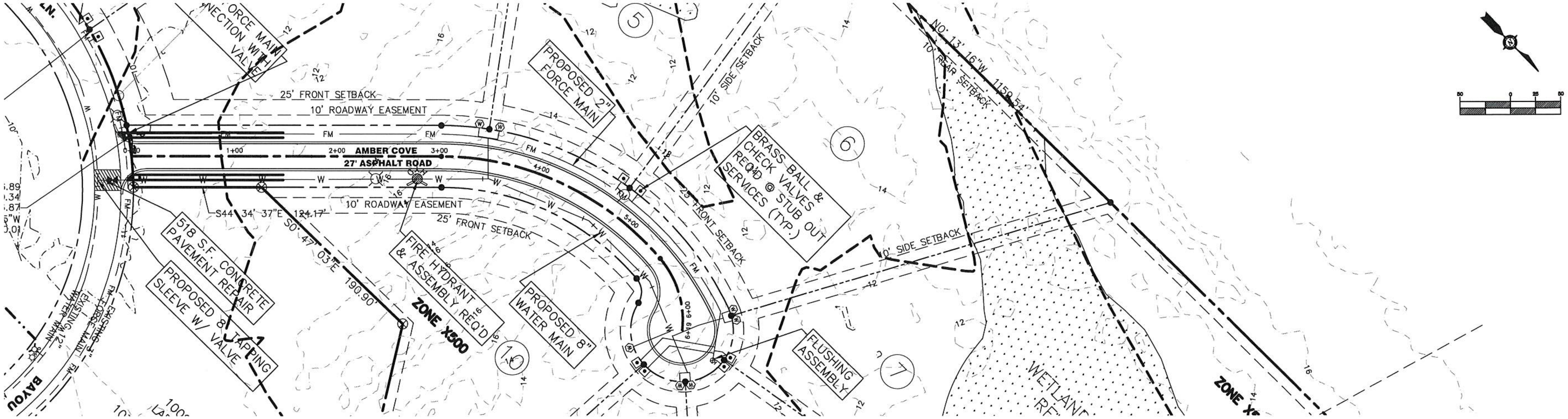
Sheet: UTILITY PLAN
Project: BAYOU PLANTATIONS SUBDIVISION PHASE 2
BAYOU PLANTATION LANE
GULFPORT, MS

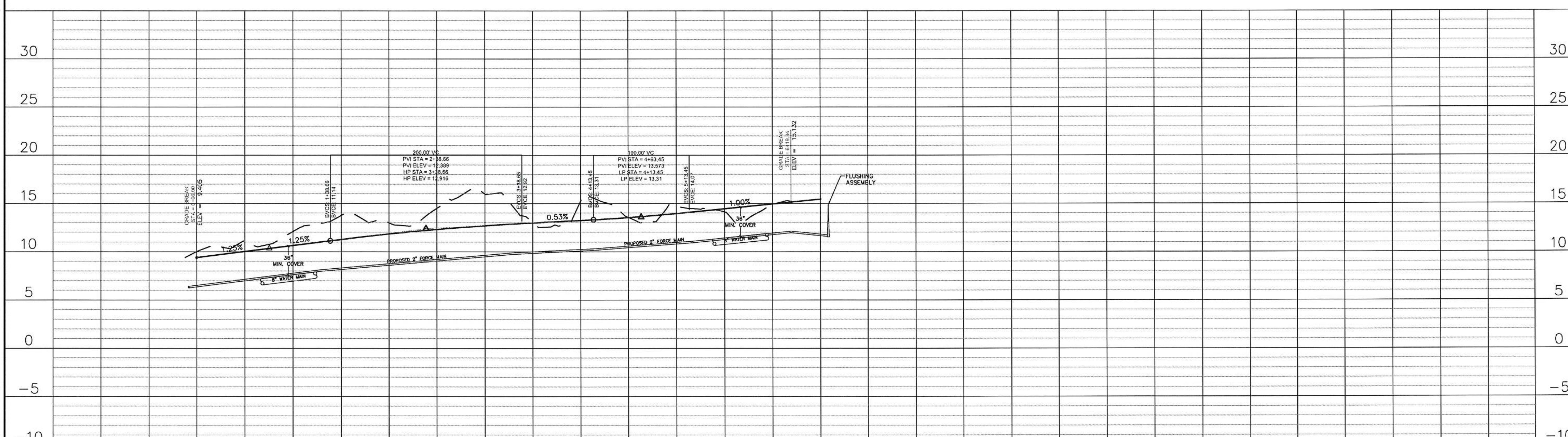
Date 7-26-22
Drawn By S.G.C.
Check By R.B.H.
REV

Sheet C6
Project No 20-171



AMBER COVE STA. 0+00 – 6+19

HORIZONTAL = 1"–50'
VERTICAL = 1"–5'



Station	EXISTING ℄ GRADE	PROPOSED ℄ GRADE
−1+00.00		
−0+75.00		
−0+50.00		
−0+25.00		
0+00.00	10.02	9.41
0+25.00	10.52	9.72
0+50.00	11.12	10.03
0+75.00	10.77	10.34
1+00.00	12.08	10.66
1+25.00	12.87	10.97
1+50.00	13.74	11.28
1+75.00	13.21	11.57
2+00.00	12.99	11.84
2+25.00	12.88	12.08
2+50.00	14.50	12.31
2+75.00	15.82	12.51
3+00.00	15.98	12.68
3+25.00	15.22	12.84
3+50.00	13.01	12.98
3+75.00	12.72	13.11
4+00.00	15.24	13.24
4+25.00	15.11	13.37
4+50.00	13.58	13.53
4+75.00	13.11	13.72
5+00.00	14.89	13.94
5+25.00	14.39	14.19
5+50.00	14.11	14.44
5+75.00	13.47	14.69
6+00.00	14.81	14.94
6+25.00		
6+50.00		
6+75.00		
7+00.00		
7+25.00		
7+50.00		
7+75.00		
8+00.00		
8+25.00		
8+50.00		
8+75.00		
9+00.00		

PLAN
NOTE BOOK
NO.
SURVEYED
PLOTTED
ALIGNMENT CHECKED
RT. OF WAY CHECKED
BY
DATE

PROFILE
NOTE BOOK
NO.
SURVEYED
PLOTTED
GRADES CHECKED
B.M.s NOTED
STRUCTURE NOTATNS CH'KD
BY
DATE

J. MORAN, JR.
REGISTERED PROFESSIONAL ENGINEER
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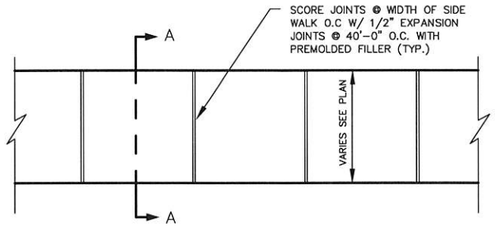
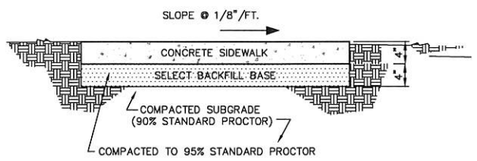
7/29/22
STATE OF MISSISSIPPI

20–171
7–26–22
PP1

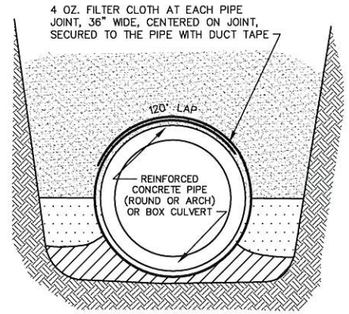
PAVING AND DRAINAGE DETAILS



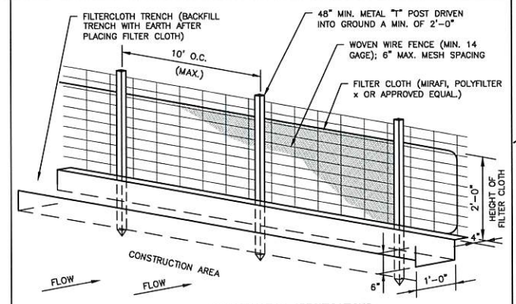
SIDEWALK PLAN



SECTION A-A



EROSION CONTROL DETAILS



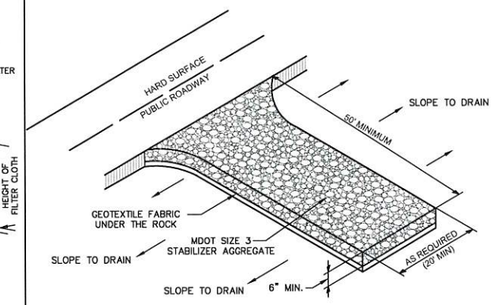
CONSTRUCTION SPECIFICATIONS

INSTALLATION:

1. USE STEEL "T" POSTS THAT ARE 5 FEET IN LENGTH.
2. INSTALL POSTS STARTING AT THE CENTER OF THE LOWEST POINT OF THE FENCE LINE. DRIVE POSTS 12 INCHES INTO THE GROUND.
3. INSTALL POSTS ON 10-FOOT CENTERS IF METAL MESH FENCING IS TO BE USED AS ADDITIONAL SUPPORT. IF NO METAL FENCING SUPPORT IS USED, THEN INSTALL POSTS ON 6-FOOT CENTER OR LESS.
4. EXCAVATE A TRENCH 4 INCHES DEEP BY 4 INCHES WIDE ON THE UPHILL SIDE OF THE FENCE POSTS.
5. STAPLE OR TIE SILT FENCE FABRIC TO POSTS ON UPHILL SIDE, LEAVING 8 INCHES ON THE BOTTOM TO EXTEND DOWN AND ACROSS THE BOTTOM OF THE TRENCH.
6. BACKFILL TRENCH AND TAMP DOWN OVER FABRIC.
7. ALLOW 6-INCH OVERLAP AT JOINTS.
8. MULCH BARE GROUND UPHILL OF SILT FENCE OR PROVIDE OTHER EROSION CONTROL MEASURES.

MAINTENANCE:

1. REMOVE ACCUMULATED SEDIMENT ALONG THE FENCE WHEN IT HAS REACHED A THIRD TO A HALF OF THE FENCE HEIGHT. DO NOT PLACE SEDIMENT ON THE DOWNHILL SIDE.
2. INSPECT WEEKLY AND AFTER EACH SIGNIFICANT STORM EVENT (GREATER THAN 1/2 INCH OF RAIN).
3. REMOVE FENCE WHEN AREA ABOVE THE FENCE HAS BEEN STABILIZED.
4. IF FABRIC IS TORN, THEN REPLACE WITH A NEW PIECE THAT STRETCHES TO POST ON EITHER SIDE OF THE TEAR.



NOTES:

1. THE AREA OF THE CONSTRUCTION ENTRANCE SHALL BE EXCAVATED 6 INCHES DEEP, 50 FEET LONG AND SHALL EXTEND THE FULL WIDTH OF ANY VEHICULAR INGRESS AND EGRESS (MINIMUM 20 FEET) LOCATED ON THE SITE.
2. THE ENTRANCE SHALL BE PROPERLY MAINTAINED FOR THE DURATION OF THE PROJECT TO PREVENT THE TRACKING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. ALL MAINTENANCE AND REPAIRS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
3. THE ENTRANCE SHALL BE CHECKED ON A DAILY BASIS AND BEFORE & AFTER ANY RAINFALL EVENT FOR ANY DAMAGES. ANY DAMAGES FOUND SHALL BE REMEDIATED BEFORE THE DAYS END AT NO ADDITIONAL COST TO THE CITY.
4. THE ENTRANCE SHALL BE PROPERLY GRADED TO PREVENT THE FLOW OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS SHALL BE REMOVED IMMEDIATELY.
5. MEASURES SHALL BE TAKEN TO PREVENT VEHICULAR TRAFFIC FROM BYPASSING THE CONSTRUCTION ENTRANCE DURING INGRESS AND EGRESS.

SIDEWALK DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02522	
DR. BY:	FILE: SIDEWALK	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT, 4520 HEWITT AVENUE, GULFPORT, MS 39507, PH. 228-868-5825 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

Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT, 4520 HEWITT AVENUE, GULFPORT, MS 39507, PH. 228-868-5825 FAX 228-868-5822

SILT FENCE DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02295 DWG.-1	
DR. BY:	FILE: SILTFNC	

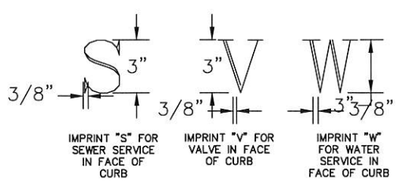
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT, 4520 HEWITT AVENUE, GULFPORT, MS 39507, PH. 228-868-5825 FAX 228-868-5822

LIMESTONE CONSTRUCTION ENTRY DETAIL		
DATE: 5/20/15	APPR. BY: DBA	REVISION
SCALE: N.T.S.	DR. NO.: 02295	
DR. BY:	FILE: CONSTRUCT ENTRY.dwg	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

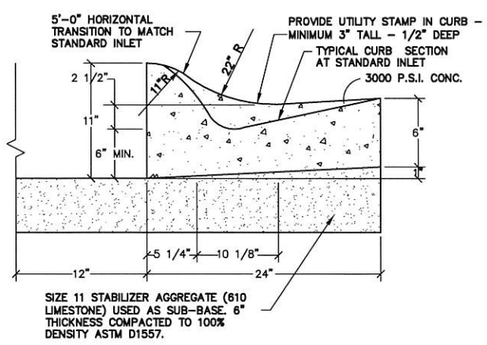
Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT, 4520 HEWITT AVENUE, GULFPORT, MS 39507, PH. 228-868-5825 FAX 228-868-5822



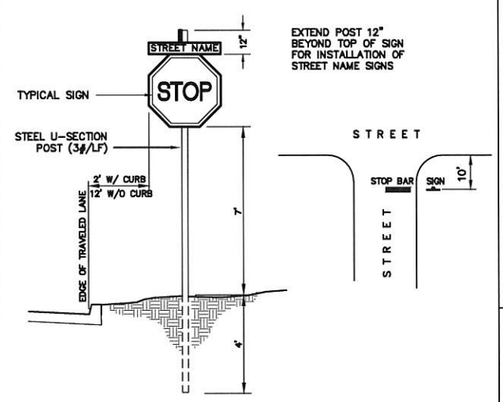
NOTES:

1. LETTER "S", "W", AND "V" TO BE 1/2" DEEP.
2. CONTRACTOR SHALL STAMP CURB AT EACH SEWER AND WATER SERVICE LOCATION WITH STAMPING TOOL ON THE FACE OF THE CURB.
3. CONTRACTOR SHALL STAMP CURB AT EACH VALVE LOCATION WITH STAMPING TOOL ON THE FACE OF THE CURB. STAMP CURB ON BOTH SIDE OF THE STREET IF VALVE IS LOCATED WITHIN STREET. STAMP FACE OF ADJACENT CURB IF VALVE LOCATED OUTSIDE OF STREET.
4. STAMPING TOOL TO BE APPROVED PRIOR TO USE.

CURB STAMPING DETAIL
N.T.S.

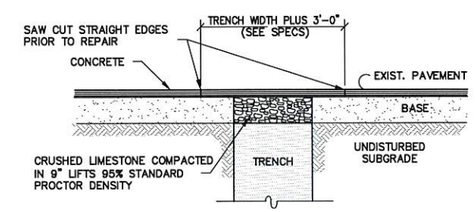


TYPICAL ROLLED TYPE CURB AND GUTTER
N.T.S.

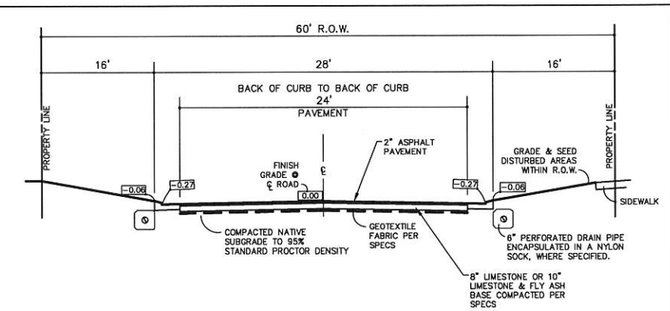


SIGN INSTALLATION DETAIL

STOP BAR DETAIL



CONCRETE STREET REPAIR
N.T.S.



STOP SIGN & BAR DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02585	
DR. BY:	FILE: STOPSIGN	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

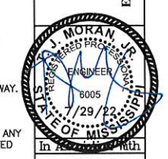
Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT, 4520 HEWITT AVENUE, GULFPORT, MS 39507, PH. 228-868-5825 FAX 228-868-5822

TYPICAL ROADWAY SECTION		
DATE: 5/19/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02521	R.O.W. & LIMESTONE/FLY ASH BASE
DR. BY:	FILE: RDSECT	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT, 4520 HEWITT AVENUE, GULFPORT, MS 39507, PH. 228-868-5825 FAX 228-868-5822

TME
TERRY MORAN, P.E., P.L.S.
P.O. Box 4075
Biloxi, MS 39535
Ph (228) 896-4733
Fax (228) 896-6769
TERRY MORAN
ENGINEERING & SURVEYING



HEINRICH & ASSOCIATES
RESIDENTIAL & COMMERCIAL DESIGN
1806 23rd Avenue, Suite B, Gulfport, MS 39501
Ph (228) 896-8763

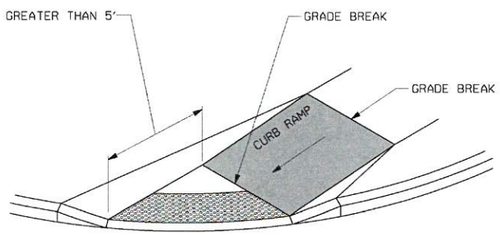
Sheet Title: CONSTRUCTION DETAILS

Project Title: BAYOU PLANTATIONS SUBDIVISION PHASE 2, BAYOU PLANTATION LANE, GULFPORT, MS

Date 7-26-22
Drawn By S.G.C.
Check By R.B.H.
REV.

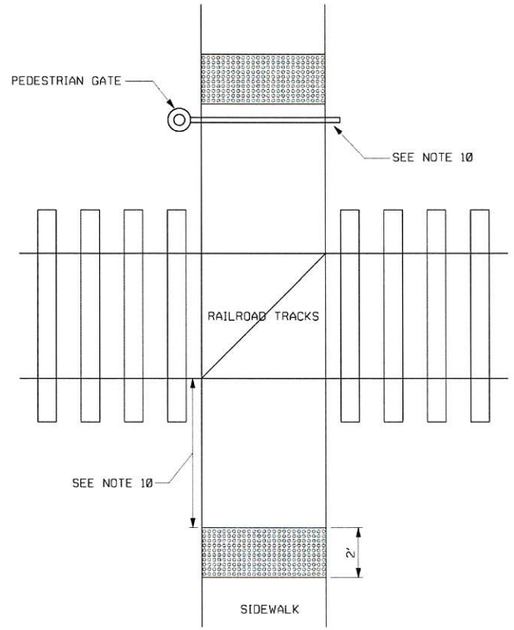
Sheet CD1

Project No 20-171

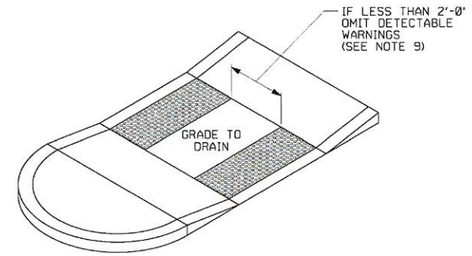


DETECTABLE WARNING PLACEMENT DETAIL 1

NOTE: IF THE DISTANCE FROM THE GRADE BREAK IS GREATER THAN OF EQUAL TO 5', DETECTABLE WARNINGS SHALL BE PLACED ALONG THE RADIUS OF THE CURVE AS SHOWN IN THE ABOVE DETAIL.

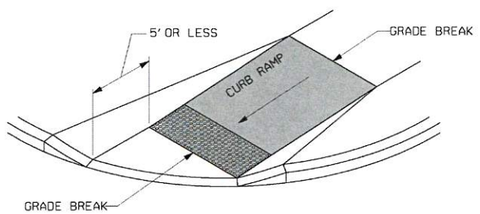


DETECTABLE WARNINGS AT RAILROAD CROSSING



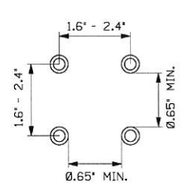
DETECTABLE WARNINGS AT MEDIAN ISLANDS

NON-ELEVATED CROSSING

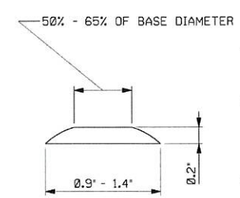


DETECTABLE WARNING PLACEMENT DETAIL 2

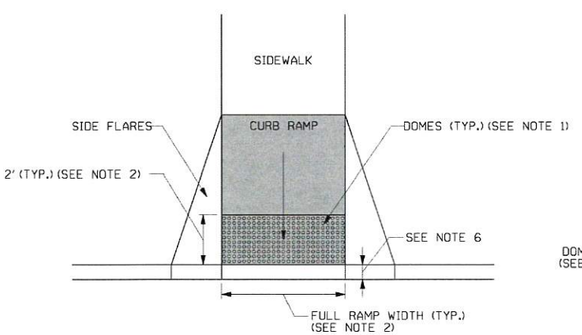
NOTE: IF THE DISTANCE FROM THE GRADE BREAK IS LESS THAN OR EQUAL TO 5', DETECTABLE WARNINGS SHALL BE PLACED ON THE CURB RAMP ALONG THE BOTTOM GRADE BREAK WITH ONE CORNER 5' TO 9' FROM THE FRONT OF THE CURB OR EDGE OF THE ROADWAY.



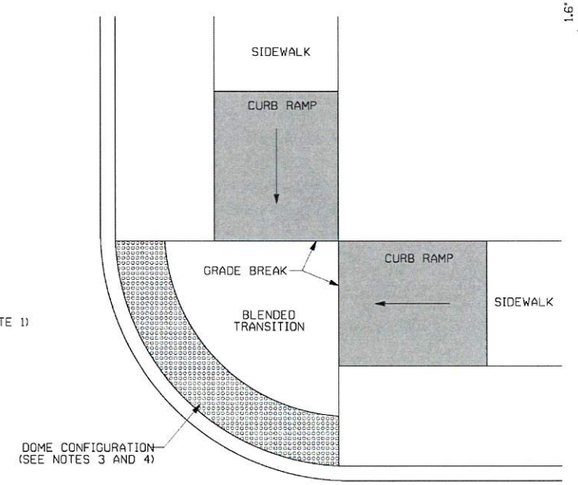
DOME SPACING



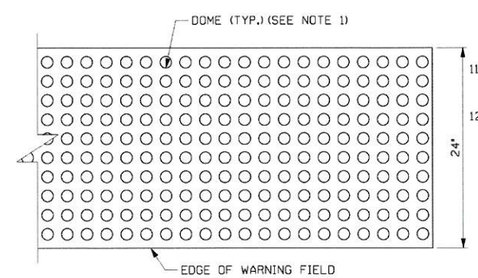
DOME SECTION



DETECTABLE WARNING AT CURB RAMP



DETECTABLE WARNING AT BLENDED TRANSITION (CONFIGURATION: TYPES K AND J)



DETECTABLE WARNING LAYOUT

STATE	PROJECT NO.
MISS.	

NOTES:

1. THE DETAILS PROVIDED ARE NOT DRAWN TO SCALE. THE QUANTITY OF DOMES DEPICTED ON THE DETECTABLE WARNING UNIT (THE DOMES AND THE ENTIRE 2' LEVEL SURFACE) IS FOR ILLUSTRATION ONLY.

DETECTABLE WARNING UNIT DIMENSIONS:

2. DETECTABLE WARNING SURFACES SHALL EXTEND 2' MINIMUM IN THE DIRECTION OF PEDESTRIAN TRAVEL. AT CURB RAMPS AND BLENDED TRANSITIONS, DETECTABLE WARNING SURFACES SHALL EXTEND THE FULL WIDTH OF THE RAMP RUN (EXCLUDING ANY FLARED SIDES), BLENDED TRANSITION, OR TURNING SPACE. AT PEDESTRIAN AT-GRADE RAIL CROSSINGS NOT LOCATED WITHIN A STREET OR HIGHWAY, DETECTABLE WARNINGS SHALL EXTEND THE FULL WIDTH OF THE CROSSING. AT BOARDING PLATFORMS FOR BUSES AND RAIL VEHICLES, DETECTABLE WARNING SURFACES SHALL EXTEND THE FULL LENGTH OF THE PUBLIC USE AREAS OF THE PLATFORM. AT BOARDING AND ALIGHTING AREAS AT SIDEWALK OR STREET LEVEL TRANSIT STOPS FOR RAIL VEHICLES, DETECTABLE WARNING SURFACES SHALL EXTEND THE FULL LENGTH OF THE TRANSIT STOP.

DOME ALIGNMENT:

3. THE ROWS OF DOMES SHALL BE ALIGNED TO BE PERPENDICULAR OR RADIAL TO THE GRADE BREAK AT THE RAMP LANDING OR BETWEEN THE CURB RAMP AND THE STREET.

4. WHERE DOMES ARE ARRAYED RADIALLY THEY MAY DIFFER IN DOME DIAMETER AND CENTER-TO-CENTER SPACING WITHIN THE RANGES SPECIFIED ON THIS SHEET.

COLOR REQUIREMENTS:

5. DETECTABLE WARNING SURFACES SHALL CONTRAST VISUALLY WITH ADJACENT GUTTER, STREET OR HIGHWAY, OR PEDESTRIAN ACCESS ROUTE SURFACE, EITHER LIGHT-ON-DARK OR DARK-ON-LIGHT.

DETECTABLE WARNINGS LOCATIONS:

6. ON PERPENDICULAR CURB RAMPS, WHERE THE ENDS OF THE BOTTOM GRADE BREAK ARE IN FRONT OF THE BACK OF CURB, DETECTABLE WARNING SURFACES SHALL BE PLACED AT THE BACK OF CURB. WHERE THE ENDS OF THE BOTTOM GRADE BREAK ARE BEHIND THE BACK OF CURB AND THE DISTANCE FROM EITHER END OF THE BOTTOM GRADE BREAK TO THE BACK OF CURB IS 5' OR LESS, DETECTABLE WARNING SURFACES SHALL BE PLACED ON THE RAMP RUN WITHIN ONE DOME SPACING OF THE BOTTOM GRADE BREAK. WHERE THE ENDS OF THE BOTTOM GRADE BREAK ARE BEHIND THE BACK OF CURB AND THE DISTANCE FROM EITHER END OF THE BOTTOM GRADE BREAK TO THE BACK OF CURB IS MORE THAN 5', DETECTABLE WARNING SURFACES SHALL BE PLACED ON THE LOWER LANDING AT THE BACK OF CURB.

7. ON PARALLEL CURB RAMPS, DETECTABLE WARNING SURFACES SHALL BE PLACED ON THE TURNING SPACE AT THE FLUSH TRANSITION BETWEEN THE STREET AND SIDEWALK.

8. ON BLENDED TRANSITIONS, DETECTABLE WARNING SURFACES SHALL BE PLACED AT THE BACK OF CURB. WHERE RAISED PEDESTRIAN STREET CROSSINGS, DEPRESSED CORNERS, OR OTHER LEVEL PEDESTRIAN STREET CROSSINGS ARE PROVIDED, DETECTABLE WARNING SURFACES SHALL BE PLACED AT THE FLUSH TRANSITION BETWEEN THE STREET AND THE SIDEWALK.

9. AT CUT-THROUGH PEDESTRIAN REFUGE ISLANDS, DETECTABLE WARNING SURFACES SHALL BE PLACED AT THE EDGES OF THE PEDESTRIAN ISLAND AND SHALL BE SEPARATED BY A 2' MINIMUM LENGTH OF SURFACE WITHOUT DETECTABLE WARNINGS.

10. AT PEDESTRIAN AT-GRADE RAIL CROSSINGS NOT LOCATED WITHIN A STREET OR HIGHWAY, DETECTABLE WARNING SURFACES SHALL BE PLACED ON EACH SIDE OF THE RAIL CROSSING. THE EDGE OF THE DETECTABLE WARNING SURFACE NEAREST THE RAIL CROSSING SHALL BE 6' MINIMUM AND 15' MAXIMUM FROM THE CENTERLINE OF THE NEAREST RAIL. WHERE PEDESTRIAN GATES ARE PROVIDED, DETECTABLE WARNING SURFACES SHALL BE PLACED ON THE SIDE OF THE GATES OPPOSITE THE RAIL.

11. AT BOARDING PLATFORMS FOR BUSES AND RAIL VEHICLES, DETECTABLE WARNING SURFACES SHALL BE PLACED AT THE BOARDING EDGE OF THE PLATFORM.

12. AT BOARDING AND ALIGHTING AREAS AT SIDEWALK OR STREET LEVEL TRANSIT STOPS FOR RAIL VEHICLES, DETECTABLE WARNING SURFACES SHALL BE PLACED AT THE SIDE OF THE BOARDING AND ALIGHTING AREA FACING THE RAIL VEHICLES.

DATE	REVISION	BY

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

CURB RAMPS

DETECTABLE WARNING DETAILS

SHEET 4 OF 4

WORKING NUMBER SDCCR-4

SHEET NUMBER

FILENAME: SDCCR.DGN

DESIGN TEAM _____ CHECKED _____ DATE 12/6/13

CURB RAMPS				
DATE: 5/20/15	APPR. BY: BCM	REVISION	DATE	BY
SCALE: N.T.S.	DR. NO.: 02522			
DR. BY:	DR. NO.: CURB RAMP 4			

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport
ENGINEERING & PUBLIC WORKS DEPARTMENT
4010 SHIPYARD AVENUE, GULFPORT, MS 39507
PH: 228-868-5868 FAX: 228-868-5822

TERRY MORAN, P.E., P.L.S.
P.O. Box 4075 Ph (228) 896-4733
Biloxi, MS 39535 Fax (228) 896-6769
TME
TERRY MORAN
ENGINEERING & SURVEYING

R. J. MORAN, JR.
REGISTERED PROFESSIONAL ENGINEER
6005
12/29/22
STATE OF MISSISSIPPI

HEINRICH & ASSOCIATES
RESIDENTIAL & COMMERCIAL DESIGN
1806 23rd Avenue, Suite B, Gulfport, MS 39501
PH: (228) 868-6768

Sheet Title: CONSTRUCTION DETAILS

Project Title: BAYOU PLANTATIONS SUBDIVISION PHASE 2
BAYOU PLANTATION LANE
GULFPORT, MS

Date 7-26-22
Drawn By S.G.C.
Check By R.B.H.
REV.

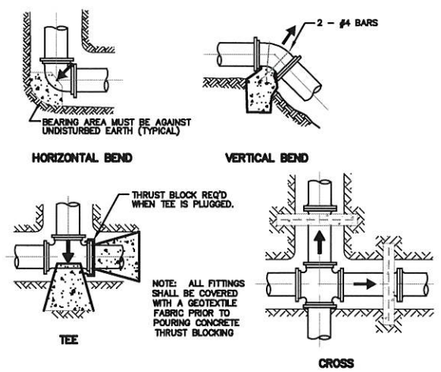
Sheet: CD2

Project No 20-171

PLAN
ROADWAY DESIGN DIVISION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

12/9/2013 9:28 AM SDCCR.DGN

WATER DETAILS



BEARING AREAS FOR THRUST BLOCKING
IN SQUARE FEET

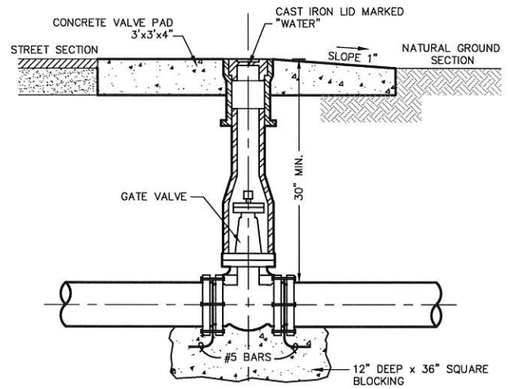
FITTING:	4" DIA.	6" DIA.	8" DIA.	10" DIA.	12" DIA.	14" DIA.
TEES	2.0	2.5	4.7	5.0	7.0	9.0
90°	2.0	2.7	6.7	7.2	10.4	12.7
45°	1.0	1.5	3.6	3.9	5.6	6.9
22 1/2°	1.0	1.0	1.8	2.0	2.9	3.5

WATER MAIN THRUST BLOCKING

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02660	
DR. BY:	FILE: BLOCKING	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT, 4050 HERVER AVENUE, GULFPORT, MS 39507, PH. 228-868-5825, FAX 228-868-5822

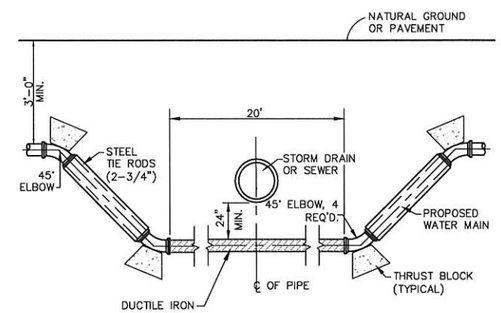


TYPICAL GATE VALVE ASSEMBLY

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 HERVER AVENUE, GULFPORT, MS 39507, PH. 228-868-5825, FAX 228-868-5822

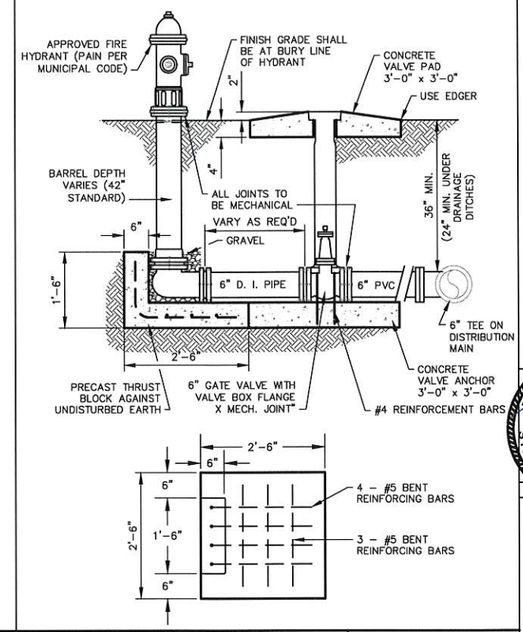


WATER MAIN ADJUSTMENT

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02660	
DR. BY:	FILE: WTRADJUST	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT, 4050 HERVER AVENUE, GULFPORT, MS 39507, PH. 228-868-5825, FAX 228-868-5822

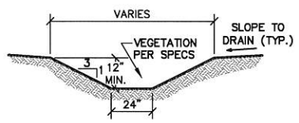


FIRE HYDRANT ASSEMBLY

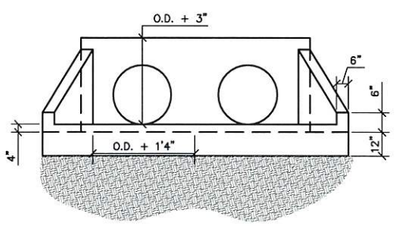
	APPR. BY: BCM	REVISION 6/20/15
	DR. NO.: 02664	SCALE: N.T.S.
	FILE: FIERHYD	DR. BY:

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

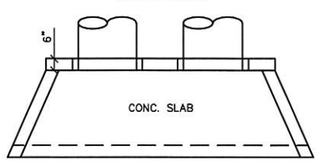
Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT, 4050 HERVER AVENUE, GULFPORT, MS 39507, PH. 228-868-5825, FAX 228-868-5822



TYPICAL DITCH SECTION
N.T.S.



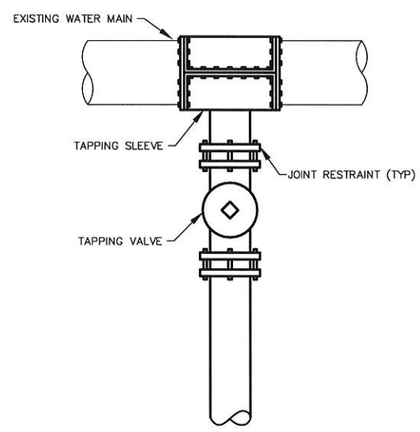
ELEVATION



NOTE:
USE #5 REBAR 3" O.C.

PLAN VIEW

HEADWALL DETAIL
N.T.S.

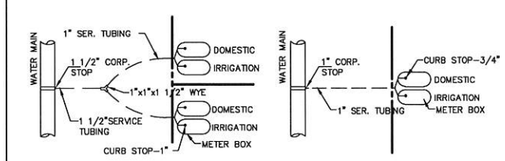


TAPPING VALVE & SLEEVE DETAIL

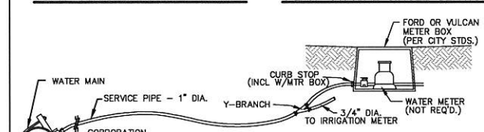
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02662	
DR. BY:	FILE: TAPVALVE	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

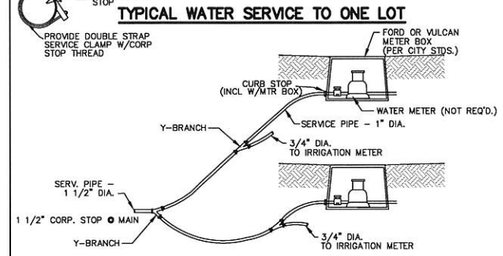
Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT, 4050 HERVER AVENUE, GULFPORT, MS 39507, PH. 228-868-5825, FAX 228-868-5822



PLAN–TYPICAL DOUBLE SERVICE **PLAN–TYPICAL SINGLE SERVICE**



TYPICAL WATER SERVICE TO ONE LOT



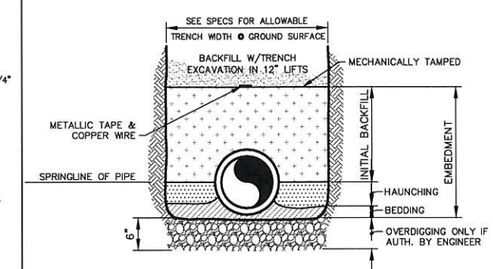
TYPICAL WATER SERVICE TO TWO LOTS

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

Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT, 4050 HERVER AVENUE, GULFPORT, MS 39507, PH. 228-868-5825, FAX 228-868-5822



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 85 PERCENT STANDARD PROCTOR 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 85 PERCENT STANDARD PROCTOR 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.

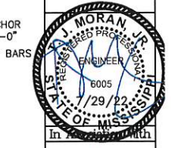
PIPE EMBEDMENT & BACKFILL

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02680	
DR. BY:	FILE: PIPEBED2	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT, 4050 HERVER AVENUE, GULFPORT, MS 39507, PH. 228-868-5825, FAX 228-868-5822

TERRY MORAN, P.E., P.L.S.
P.O. Box 4075 Ph (228) 896-4733
Biloxi, MS 39535 Fax (228) 896-6769
TME
TERRY MORAN
ENGINEERING & SURVEYING



HEINRICH & ASSOCIATES
RESIDENTIAL & COMMERCIAL DESIGN
1806 23rd Avenue, Suite B, Gulfport, MS 39501
PH (228) 896-6768

Sheet Title: CONSTRUCTION DETAILS

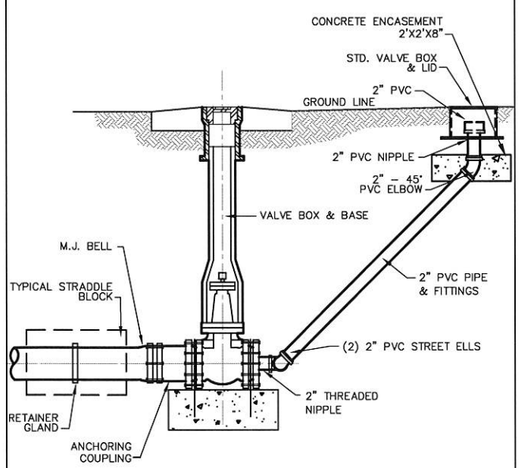
Project Title: BAYOU PLANTATIONS SUBDIVISION PHASE 2
BAYOU PLANTATION LANE
GULFPORT, MS

Date 7-26-22
Drawn By S.G.C.
Check By R.B.H.
REV

Sheet CD3

Project No 20-171

SEWER DETAILS



NOTE

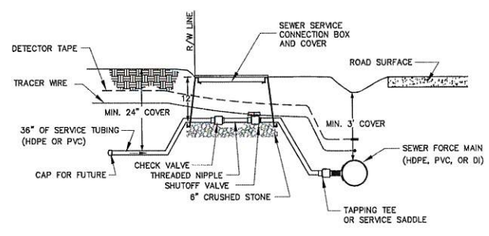
ON DISCHARGE SIDE OF FLUSHING ASSEMBLY, DRAINAGE SHOULD BE PROVIDED BY DRILLING A 1/8" HOLE IN STREET ELL.

FLUSHING VALVE

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02660	
DR. BY:	FILE: FLUSH	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport
MISSISSIPPI
ENGINEERING & PUBLIC WORKS DEPARTMENT
4200 HERWIN AVENUE, GULFPORT, MS 39507
PH. 228-868-5825 FAX 228-868-5832

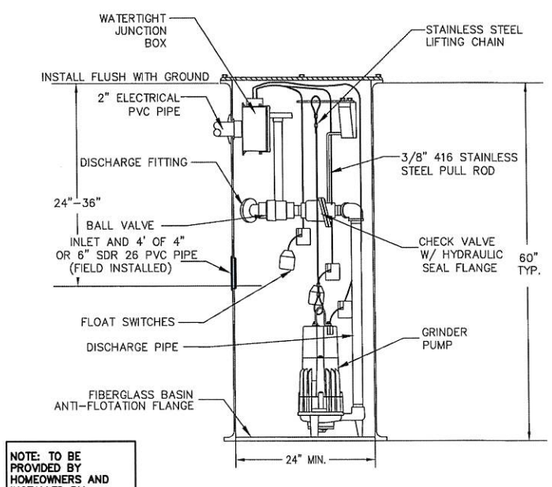


PRESSURE SEWER SERVICE CONNECTION DETAIL

N.T.S.

NOTE:

ALL STEP TYPE TANKS AND GRINDER PUMP STATIONS SHALL REQUIRE THIS CONNECTION TO SEWER FORCE MAIN. CONTRACTOR SHALL INSTALL A CONNECTION FOR EACH INDIVIDUAL LOT AND VALVE ASSEMBLY AND INSTALL CAP ON EACH SERVICE FOR FUTURE CONNECTION. MINIMUM SERVICE TUBING SIZE SHALL BE 1" FOR STEP TANK TYPE SYSTEM AND 1 1/4" FOR LOW PRESSURE GRINDER TYPE SYSTEM, UNLESS OTHERWISE APPROVED BY THE AUTHORITY.



NOTE: TO BE PROVIDED BY HOMEOWNERS AND INSTALLED BY OTHERS

SIMPLEX GRINDER PUMP STATION

N.T.S.

NOTE: CONTROL PANEL TO BE MOUNTED ON HOUSE AT LEAST 4 FEET ABOVE GROUND.

TME
TERRY MORAN, P.E., P.L.S.
P.O. Box 4075 Ph (228) 896-4733
Biloxi, MS 39535 Fax (228) 896-6769
TERRY MORAN
ENGINEERING & SURVEYING

TERRY J. MORAN
PROFESSIONAL ENGINEER
6005
7/29/22
STATE OF MISSISSIPPI

In Association with

HEINRICH & ASSOCIATES
RESIDENTIAL & COMMERCIAL DESIGN
1806 23rd Avenue, Suite B, Gulfport, MS 39501
Ph (228) 896-8768

Sheet Title: CONSTRUCTION DETAILS

Project Title: BAYOU PLANTATIONS SUBDIVISION PHASE 2
BAYOU PLANTATION LANE
GULFPORT, MS

Date 7-26-22
Drawn By S.G.C.
Check By R.B.H.
REV

Sheet CD4

Project No 20-171

COPY

REVIEWED

SCANNED

1st JUDICIAL DISTRICT
Instrument 2022-0012122-D-J1
Filed/Recorded 05/20/2022 9:43:01 AM
Total Fees 26.00
5 Pages Recorded

PREPARED BY:
E. Foley Ranson, P.A.
Post Office Box 848
Ocean Springs, MS 39566-0848
MS Bar No. 4629
Tel: 228-875-8770
Fax: 228-875-9989
File No. 22-R5338

Index: Sec 20-7-10
Harrison County, 1st Jud. District

Grantor:
Bille Noche, LLC
156 Linda Circle
Ocean Springs, MS 39564
Telephone: 228-239-3612

Grantee:
Watchmen Developers, LLC
156 Linda Circle
Ocean Springs, MS 39564
Telephone: 228-239-3612

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

For and in consideration of the sum of Ten and 00/100 Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, **BILLE NOCHE, LLC, a Mississippi Limited Liability Company**, does

hereby sell, convey and warrant unto **WATCHMEN DEVELOPERS, LLC, a Mississippi Limited Liability Company**, the following described real property:

Parcel 1: Tax Parcel No. 1009O-002.015 (8.7 Acres +/-)

A parcel of land being located and situated in Section 20, Township 7 South, Range 10 West, First Judicial District of Harrison County, Mississippi, and being more particularly described as beginning at the Southwest corner of Section 20 and run thence North 00° 3' East a distance of 176.7 feet, more or less, to the north margin of Taylor Road; run thence North 89° 41' East a distance of 573.0 feet, more or less, to the West margin of Bayou Plantation Lane; thence run North 0° 41' East a distance of 378.2 feet to the Point of Beginning; from said Point of Beginning continue North along Bayou Plantation Lane a distance of 650 feet then run West a distance of 580 feet; thence run South a distance of 650 feet; thence run East a distance of 580 feet to the Point of Beginning.

AND

Parcel 2: Tax Parcel No. 1009O-02-002.000 (22.6 Acres +/-)

A parcel of land located in the West one-half of the Southwest one-fourth of Section 20, Township 7 South, Range 10 West, First Judicial District of Harrison County, Mississippi, being approximately 22.6 acres, commencing at the Southwest corner of Section 20, North 176.7 feet to the North margin of Taylor Road; East along said Taylor Road 573 feet to the West margin of Bayou

Plantation Lane, North along Bayou Plantation Lane 1028.2 feet to the Northeast corner of the property formerly acquired by Joslin and the Point of Beginning of the property herein described; thence Northerly along Bayou Plantation Lane 56 feet, more or less, to the Southwest corner of Lot 13, Bayou Plantation Subdivision; thence North 44° West along the Southern line of Lot 13 a distance of 125 feet; thence North along the West line of said Lot 13 a distance of 192 feet; North 59° East along the Northwest line of said Lot 13 a distance of 572.8 feet; thence North 185 feet to the South line of Harrison County Development Community property; thence Northwesterly along the South line of the Development Community property a distance of 1190 feet to the West line of Section; thence South along Section line 1159.9 feet to the Northwest corner of Joslin property; thence East 580 feet to Point of Beginning. Part of the West one-half of Southwest one-fourth (W ½ of SW 1/4) of Section 20, Township 7 South, Range 10 West, First Judicial District of Harrison County, Mississippi.

Subject property being the same described in that certain Warranty Deed conveyed by Nature's Path, LLC, a Mississippi Limited Liability Company to Bille Noche, LLC, a Mississippi Limited Liability Company, and recorded as Instrument No. 2022-8814-D-J1.

This conveyance is made subject to any and all recorded restrictive covenants, rights-of-way, easements and reservations of any oil, gas minerals and other rights.

WITNESS THE SIGNATURE of the undersigned on this the 18 day of May, 2022.

BILLE NOCHE, LLC
A MISSISSIPPI LIMITED LIABILITY COMPANY

BY: Robert Jackson Member
ROBERT JACKSON, Member

STATE OF MISSISSIPPI

COUNTY OF JACKSON

PERSONALLY appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named **ROBERT JACKSON**, as Member of **BILLE NOCHE, LLC, a Mississippi Limited Liability Company**, who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, for and on behalf of said limited liability company, having been authorized so to do.

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

Sheree L. Ranson
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 63914 SHEREE L. RANSON Commission Expires Jan. 22, 2023 JACKSON COUNTY

MY COMMISSION EXPIRES:

1-22-2023

PERMITS/INSP PAYMENT RECPT#: 11412104
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 08/02/22 TIME: 12:50
CLERK: mcunningh DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 225.00

AMOUNT PAID: 225.00

PAID BY:
PAYMENT METH: CHECK
9225
REFERENCE:

AMT TENDERED: 225.00
AMT APPLIED: 225.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	55940	1009O-02-002.000	WATCHMEN DEVELOPERS, LLC (OWNER)	156 LINDA CIR	OCEAN SPRINGS	MS	39564
	109552	1009O-02-002.015	WATCHMEN DEVELOPERS, LLC (OWNER)	156 LINDA CIR	OCEAN SPRINGS	MS	39564
			ROBERT JACKSON (OWNER)	156 LINDA CIR	OCEAN SPRINGS	MS	39564
			HEINRICH & ASSOCIATES, LLC (AGENT)	1806 23RD AVE	GULFPORT	MS	39501
N			**Adjacent Property Owners (2209PC168)**				
	102634	1009O-02-002.011	ALEXANDER RODERICK JR & CHRISTINA M	10744 BAYOU PLANTATION	GULFPORT	MS	39503
	125861	1010C-01-001.028	ALLEN KURT & SAM SUN CHEE	10947 WATERSIDE DR	GULFPORT	MS	39503
	125871	1010C-01-001.038	ANDERSON BRANDON C & CAMERON	10866 WATERSIDE DR	GULFPORT	MS	39503
	133061	1009O-02-004.006	BADURAK KENNETH S	P O BOX 7413	GULFPORT	MS	39506
	125825	1009O-02-005.001	BEAMON VERNON F & BAHADUR RAINNA P	10800 WATERSIDE DR	GULFPORT	MS	39503
N	55955	1009O-02-005.000	BEAMON VERNON F & BAHADUR RAINNA P	10800 WATERSIDE DR	GULFPORT	MS	39503
	125827	1009O-02-005.003	BLACKLIDGE RONALD W & BECKY BROCK	10918 CHANNELSIDE DR	GULFPORT	MS	39507
	125832	1010B-04-003.004	BLALACK CHARLES C & KAREN W	10817 WATERSIDE DR	GULFPORT	MS	39503
	3566	1009O-02-004.002	BRANCH SAMUEL D & RACHEL	12203 PRESERVATION DR	GULFPORT	MS	39503
	55933	1009N-01-002.000	BROOKSTONE GULF COAST LLC	111 LUNDGREEN LN	GULFPORT	MS	39503
	55941	1009O-02-004.000	BURRELL ANDREW & ASHLEY	12562 LAKE VILLAGE DR	GULFPORT	MS	39503
	116899	1009O-02-004.003	BURRELL ANDREW CHARLES & ASHLEY	10753 PLANTATION LANE	GULFPORT	MS	39503
	143361	1009N-01-002.001	CLARK BUILDERS INC	186 DOGWOOD LANE	FLORENCE	MS	39073
N	143368	1009N-01-002.008	CLARK BUILDERS INC	186 DOGWOOD LANE	FLORENCE	MS	39073
N	143362	1009N-01-002.002	CLARK BUILDERS INC	186 DOGWOOD LANE	FLORENCE	MS	39073
N	143363	1009N-01-002.003	CLARK BUILDERS INC	186 DOGWOOD LANE	FLORENCE	MS	39073
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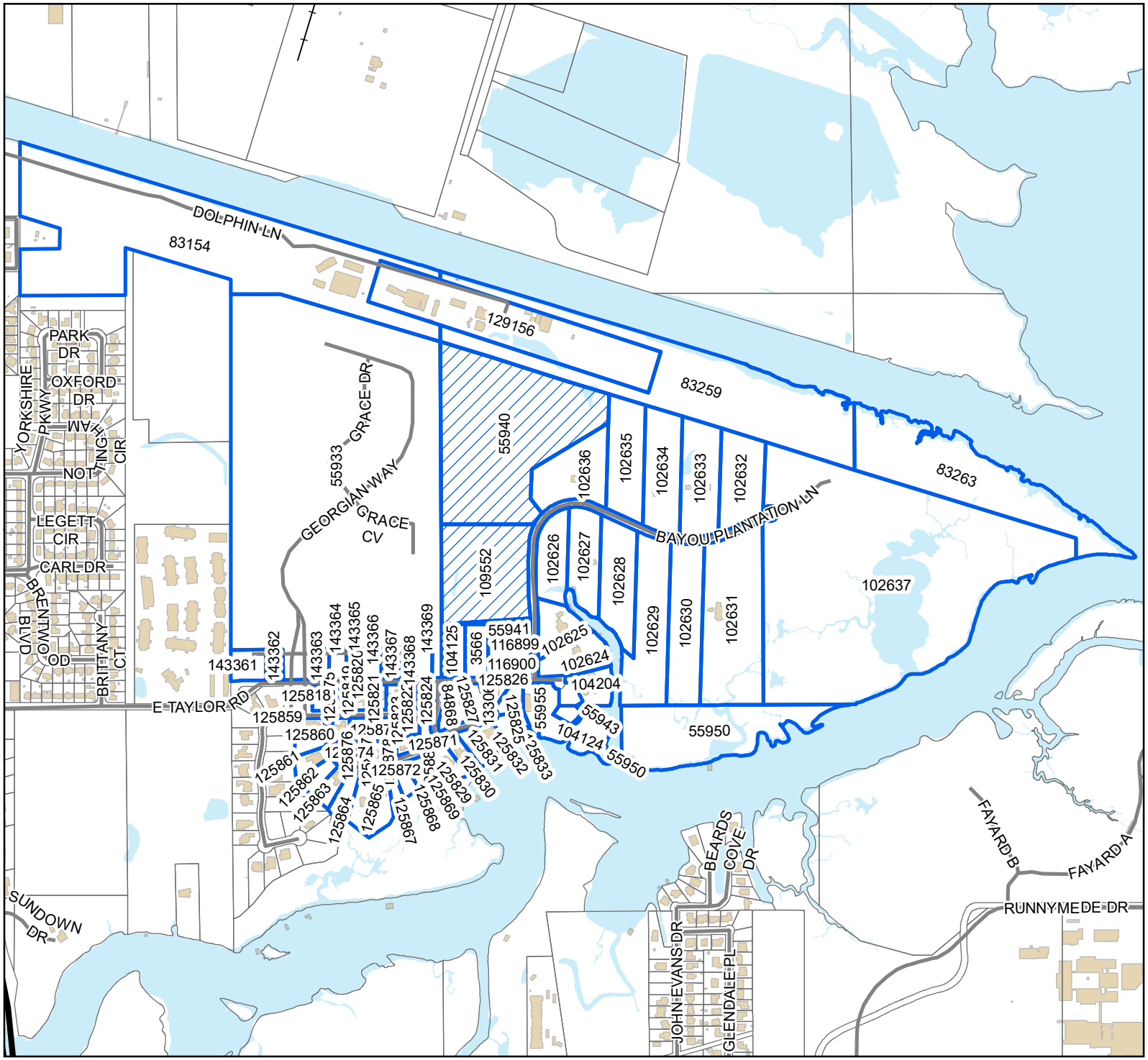
N	143366	1009N-01-002.006	CLARK BUILDERS INC	186 DOGWOOD LANE	FLORENCE	MS	39073
N	143367	1009N-01-002.007	CLARK BUILDERS INC	186 DOGWOOD LANE	FLORENCE	MS	39073
N	143369	1009N-01-002.009	CLARK BUILDERS INC	186 DOGWOOD LANE	FLORENCE	MS	39073
	125821	1009N-01-003.005	COURTENAY DANIEL & LAURA	10898 CHANNELSIDE DR	GULFPORT	MS	39503
	55943	1010B-04-001.000	DRENNAN MICHAEL W & CATHERINE L	355 LAKEWAY DR	BRANDON	MS	39047
	125824	1009N-01-003.008	FORE PAT H III	10868 CHANNELSIDE DR	GULFPORT	MS	39503
	125876	1010C-01-001.043	HAGE MICHAEL G & ASHLEY H	10909 CHANNELSIDE DRIVE	GULFPORT	MS	39503
	102630	1009O-02-002.007	HALL DARRYL W & PERKELA BURCHETT	16174 SADDLE DR	GULFPORT	MS	39503
	125822	1009N-01-003.006	HARPER OSWAGO Y & TAMARA WALKER	10888 CHANNELSIDE DR	GULFPORT	MS	39503
N	83259	1009O-02-001.000	HARRISON CO DEV COMM				0
	83154	1009K-03-001.000	HARRISON CO DEV COMM	12281 INTRAPLEX PKWY	GULFPORT	MS	39503
N	83263	1009P-02-001.000	HARRISON CO DEV COMM				0
	125862	1010C-01-001.029	HOWARD MARK DAVID & AMANDA	10937 WATERSIDE DR	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	125872	1010C-01-001.039	HYDE ERIC L & BRANDY M	10886 WATERSIDE DR	GULFPORT	MS	39503
	129156	1009O-02-001.001	INSTITUTE FOR MARINE MAMMAL STUDIES	P O BOX 207	GULFPORT	MS	39502
	125819	1009N-01-003.003	JALAL SHWAN & KURDONYA HAWRAMI	10918 CHANNELSIDE DR	GULFPORT	MS	39503
	102628	1009O-02-002.005	LADNER CHRISTOPHER G & SHARON K	23504 STABLEWOOD CIRCLE	PASS CHRISTIAN	MS	39571
	102636	1009O-02-002.013	LADNER JONATHAN S & AMBER R	10748 PLANTATION LN	GULFPORT	MS	39503
	102627	1009O-02-002.004	LETORT BRIAN & BRANDI S	10751 BAYOU PLANTATION LN	GULFPORT	MS	39503
	125823	1009N-01-003.007	LEWAKOWSKI THOMAS J & MELINDA D	10878 CHANNELSIDE DR	GULFPORT	MS	39503
	125830	1010B-04-003.002	MACE T PAUL & JENNIFER H	10837 WATERSIDE DR	GULFPORT	MS	39503
	104204	1009O-02-003.000	MCCABE GARY A & MARY F	10767 E TAYLOR RD	GULFPORT	MS	39503
	125833	1010B-04-003.005	MCCABE LAND LLC	10899 CHANNELSIDE DR	GULFPORT	MS	39503
	104124	1009O-02-003.003	MCCABE LAND MANAGEMENT LLC	10767 E TAYLOR RD	GULFPORT	MS	39503
	125859	1010C-01-001.026	MCCABE MATTHEW J & HOLLY A	10967 WATERSIDE DRIVE	GULFPORT	MS	39503
	102637	1009O-02-002.014	MCCABE MATTHEW JENNINGS	10967 WATERSIDE DR	GULFPORT	MS	39503
	125877	1010C-01-001.044	MCCABE TYLER A & MAEGEN CALHOUN	10899 CHANNELSIDE DR	GULFPORT	MS	39503
	125818	1009N-01-003.002	MONAHAN STEPHANIE F & LAWRENCE S SR	10928 CHANNELSIDE DR	GULFPORT	MS	39503
	102631	1009O-02-002.008	MOORE KENNETH E & DIANE L	10737 PLANTATION LANE 4004	GULFPORT	MS	39503
	55950	1010B-01-001.000	ORANGE GROVE UTILITIES INC	110 S WILSON BLVD	GULFPORT	MS	39503
	125875	1010C-01-001.042	PLUMMER MARGARET K	10919 CHANNELSIDE DRIVE	GULFPORT	MS	39503
	125879	1010C-01-001.046	PRINGLE JOSEPH RIVES & MICHELE B	10879 CHANNELSIDE DR	GULFPORT	MS	39503
	116900	1009O-02-004.004	RATHER MARGARET H	10764 BAYOU PLANTATION LN	GULFPORT	MS	39503
	125831	1010B-04-003.003	RAY JAMES M & HOLLY R	10827 WATERSIDE DR	GULFPORT	MS	39507
	125878	1010C-01-001.045	RESTER JOHN K -TRUSTEE-	P O BOX 1662	GULFPORT	MS	39502
	102635	1009O-02-002.012	RIEMANN ROBERT A & LOVE NATASHA	5 CREOLE CV	GULFPORT	MS	39507
	102626	1009O-02-002.003	ROMANO CHRISTOPHER L & VERONICA G	10757 BAYOU PLANTATION LANE	GULFPORT	MS	39503
	102625	1009O-02-002.002	ROMANO LEO J & MARIE S	10761 PLANTATION LANE	GULFPORT	MS	39503
	125880	1010C-01-001.047	RWB SR LLC	P O BOX 6252	GULFPORT	MS	39506
	125829	1010B-04-003.001	SEICSHNAYDRE MICHAEL A & AIMEE B	10847 WATERSIDE DR	GULFPORT	MS	39503
	125826	1009O-02-005.002	SMITH TODD M & REBECCA M	10808 WATERSIDE DR	GULFPORT	MS	39503
	102629	1009O-02-002.006	STEGALL CHARLES R & TRUDY	10745 PLANTATION LANE	GULFPORT	MS	39503
	125874	1010C-01-001.041	STEWART DAVID W & STEPHANIE DENISE	10916 WATERSIDE DR	GULFPORT	MS	39503
	125820	1009N-01-003.004	SYMMES COWLES E & MARY E	10908 CHANNELSIDE DRIVE	GULFPORT	MS	39503
	102624	1009O-02-002.001	TIPTON RAYMOND E JR	10765 PLANTATION LANE	GULFPORT	MS	39503
	102633	1009O-02-002.010	TOMAJIAN SAMIR & ALINE ASSAKER	10740 PLANTATION LANE	GULFPORT	MS	39503
	102632	1009O-02-002.009	TOMAJIAN SAMIR & ALINE ASSAKER	10740 PLANTATION LANE	GULFPORT	MS	39503
	104125	1009O-02-004.001	TOWLES JAMES SETH	10840 E TAYLOR RD	GULFPORT	MS	39503
	125869	1010C-01-001.036	TPC HOLDINGS LLC	1611 24TH AVE STE B	GULFPORT	MS	39531

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	125868	1010C-01-001.035	TPC HOLDINGS LLC	1611 24TH AVE STE B	GULFPORT	MS	39501
N	125867	1010C-01-001.034	TPC HOLDINGS LLC	1611 24TH AVE SUITE B	GULFPORT	MS	39501
	125864	1010C-01-001.031	ULKU JASON C & LEENA PANDE	11029 CHANNELSIDE DR	GULFPORT	MS	39503
	84868	1010B-04-003.000	VERRETT KEVIN D	10836 WATERMARK PL	GULFPORT	MS	39503
	125863	1010C-01-001.030	WARREN G MARTIN JR & ANNE S	10927 WATERSIDE DR	GULFPORT	MS	39503
	125865	1010C-01-001.032	WARREN STEVEN M & JAMIE	10907 WATERSIDE DR	GULFPORT	MS	39503
	125860	1010C-01-001.027	WILLIAMS DONNA HAYNES	18 EAST 52ND ST	GULFPORT	MS	39507

2209PC168

General Plan



Legend

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

0 140 280 420

Yards

1 inch = 890 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: General Plan 2209PC168, by agent Heinrich and Associates, tax parcels 1009O-02-002.015 &1009O-02-002.000, Approval of a General Plan for 10-Lot subdivision (Bayou Plantations Subdivision Phase 2), Bayou Plantation Ln, Zoned R-2 (Single-family), 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, September 22, 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, September 22, 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:
IPL0088455
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
BLX - Legal Ads
Final Cost:
59.04
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
September 1, 2022 10:59:14 AM EDT
Amount:
58.92
Date
September 1, 2022 11:00:32 AM EDT
Amount:
0.12

SCHEDULE FOR AD NUMBER IPL00884550

September 5, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00884550

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, September 22, 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.

Final Plat 2209PC160, by owners Necaise Land L.P. & Dennis Stieffel, tax parcels 0807I-01-001.052 & 0807I-01-001.053, Approval of Final Plat for 3-lot subdivision (The Hunington Phase 4), Three Rivers Rd, Zoned R-1-15, (Single-family), Ward 7

Planning Commission Approval 2209SE161, by agent Garlon Pemberton, tax parcel 1010H-02-030.000, Request automotive sales use, 2137 E. Pass Road, Zoned B-1 (Neighborhood Business), Ward 2

Resubdivision 2209PC162, by owner Michael Morken, Divide into two new parcels, tax parcel 0811E-03-043.000, 1723 31st Ave, Zoned T3 (Sub-Urban Zone), Ward 2

Zoning Map Amendment 2209PC166, by agent Donovan Scruggs, tax parcels 0809I-01-020-000, 0809I-01-021.000, Request to rezone property from B-2 (General Business) to I-2 (Heavy industry districts), 9506 and 9524 Creosote Rd. Zoned B-2 (General Business), Ward 3

Planning Commission Approval 2209PC167, by owner Danyel Nichols, tax parcel 0710H-04-048.000, Requests a duplex use, Zoned R-1-5 (Single-family), Pear St & Hawthorn St, Ward 3

General Plan 2209PC168, by agent Heinrich and Associates, tax parcels 1009O-02-002.015 &1009O-02-002.000, Approval of a General Plan for 10-Lot subdivision (Bayou Plantations Subdivision Phase 2), Bayou Plantation Ln, Zoned R-2 (Single-family), Ward 5

Planning Commission Approval 2209PC169, by owner Gregory Pittman, tax parcel 0810E-01-041.000, Requests mobile home use, 8250 Indiana Ave, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2209PC170, by agent Randy Kirby, tax parcel 0809N-03-006.002, Requests a medical cannabis dispensary use, 9113 Hwy 49, Zoned B-4 (Highway business), Ward 3

Zoning Text Amendment 2209PC171, by Lauren Illing, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases Medical cannabis Establishment and Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses Medical Cannabis Dispensary

Resubdivision 2209PC172, by owners Nicholas Shay, Ronald David Brown, Leah Simon, & Carlos Gautreaux, tax parcel 0811L-04-122.000, Divide into two new parcels, 1301 31st Ave, Zoned T4+ (General Urban Zone "Plus"), Ward 2
General Plan 2209PC173, by owner C&G Holdings, LLC, tax parcel 1010M-01-013.001, Requests approval for a 75-lot Zero Lot Line subdivision (Gulf Grove), Cowan Rd, Zoned T4+ (General Urban Zone "Plus") and T4L (General Urban Zone "Limited"), Ward 2

This the 1st day of September, 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0088455
Sep 5 2022

<< 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: September 22, 2022

Re: **Planning Commission Approval 2209PC169:**

Planning Commission Approval 2209PC169, by owner Gregory Pittman, tax parcel 0810E-01-041.000, Requests mobile home use, 8250 Indiana Ave, Zoned R-1-5 (Single-family), Ward 3

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2209PC169

Hearing Date: September 22, 2022

Current Zoning/Use: R-1-5 / Vacant Lot

Legal: Planning Commission Approval 2209PC169, by owner Gregory Pittman, tax parcel 0810E-01-041.000, Requests mobile home use, 8250 Indiana Ave, Zoned R-1-5 (Single-family), Ward 3

TECHNICAL DETAILS

The applicant requests planning commission approval for a mobile home use on a vacant property. Aerial imagery from 2001 indicates the historical presence of either mobile homes or shotgun houses at this location, though the exact dwelling use is indeterminate (see Figure 1.1). Chronological aerial imagery signifies that these dwellings were removed from the site between 2001 – 2012, and that the parcel has been vacant from 2012 to present date. Moreover, research from the Harrison County Tax Rolls indicates zero building description records for this property.

Upon a site visit, staff determined there are mobile home uses within the neighborhood as well as single-family homes and vacant properties. Additionally, aerial imagery reveals multiple mobile home uses within 1,000-foot radius of the subject property (see Figure 2.).

EXECUTIVE SUMMARY

An approval of this use would be in harmony with the neighborhood due to the mixed use of mobile homes, single-family homes, and vacant properties.

Any approval should consider these conditions:

1. Mobile Home must comply with Minimum Housing Standards wind-load requirements. Memo dated 9/13/22.
2. Must comply with all fire codes and permitting. Memo dated 9/13/22.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 9/13/22.

Public Works: No conditions. Memo dated 9/13/22.

Traffic and Safety: No conditions. Memo dated 5/11/16.

Building Code Services: Mobile Home must comply with Minimum Housing Standards wind-load requirements. Memo dated 9/13/22.

D.L

Technical Report

PLANNING COMMISSION APPROVAL

GIS:	No conditions. Memo dated 9/13/22.
Police Department:	No conditions if Mobile Homes are allowed to be placed in this area. Memo dated 9/13/22.
Fire Department:	Must comply with all fire codes and permitting. Memo dated 9/13/22.
City Arborist:	No conditions. Memo dated 9/13/22.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

_____

Greg Pietrangelo
Director of Urban Development Department

Figure 1.1, 2001 Area Map

Figure 1.2, 2012 Area Map

Figure 1.3, 2021 Area Map

Figure 2.1, 4613 Indiana Ave

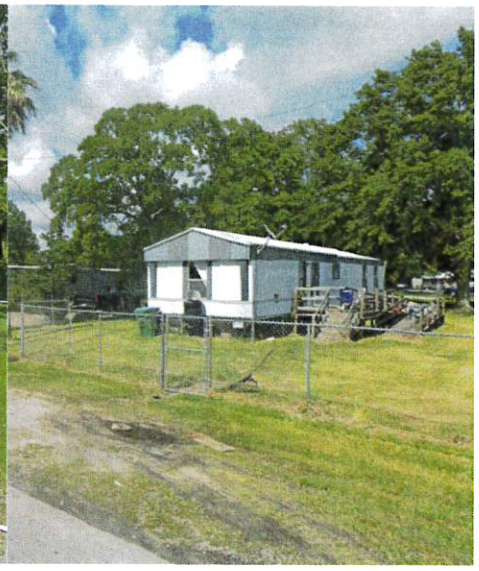


Figure 2.2, 15386 Martin Luther King Jr. Blvd

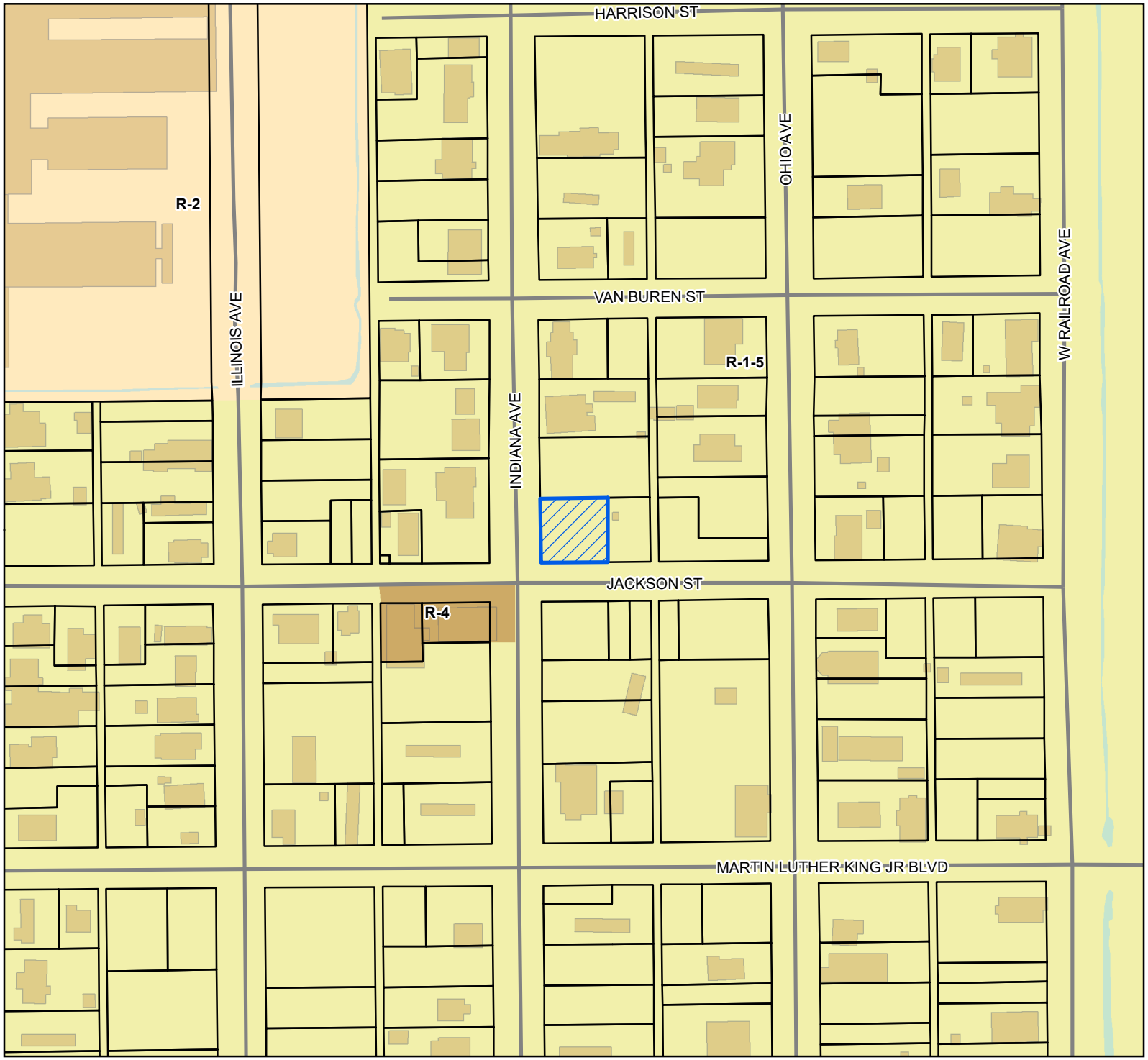
Figure 2.3, 4504 Ohio Ave.

Figure 2.4, 15356 Madison St.

Figure 2.5, 15372 Madison St.

2209PC169

Planning Commission Approval



Site
Street
Parcels
Buildings
Water Features

Zoning

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

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

R-4 - General Residence (High Density)

Site Information

0810E-01-041.000
Zoning: R-1-5(Single-family Residence)
Size: 6,509 sqft.
Flood: X

0 25 50 75
Yards

1 inch = 170 feet

N W E S

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$75.00

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: 2209PC169
Date Received: 8/2/2022
Receipt Number:
Received By:
Zoning: R-1-5
Ward: 3 Flood: X
Size: 6509 sq ft.

Property Information

TAX PARCEL # 0810E-01-041.000

(If necessary, use separate sheet of paper)

Address of Property Involved: 8250 Indiana Ave

Lot(s) 28-30, Block(s) 206, Subdivision North Gulfport Blks 150-250

General Location:

GENERAL DESCRIPTION OF REQUEST:
Placement of single family mobile home.

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

Gregory Pittman
Printed Name of Owner
3601 Meadowlark dr
Mailing Address
Gulfport MS 39501
City State Zip code
228-357-4716
Home Phone Work/Cell Phone
Pittmgr9@gmail.com
Email
Gregory Pittman
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.

(F) Written Statement Addressing the Following Issues:

. **Transportation and Access:** Public transportation is accessible and parking spaces will be available on property.

. **Water Supply:** City water is accessible to property.

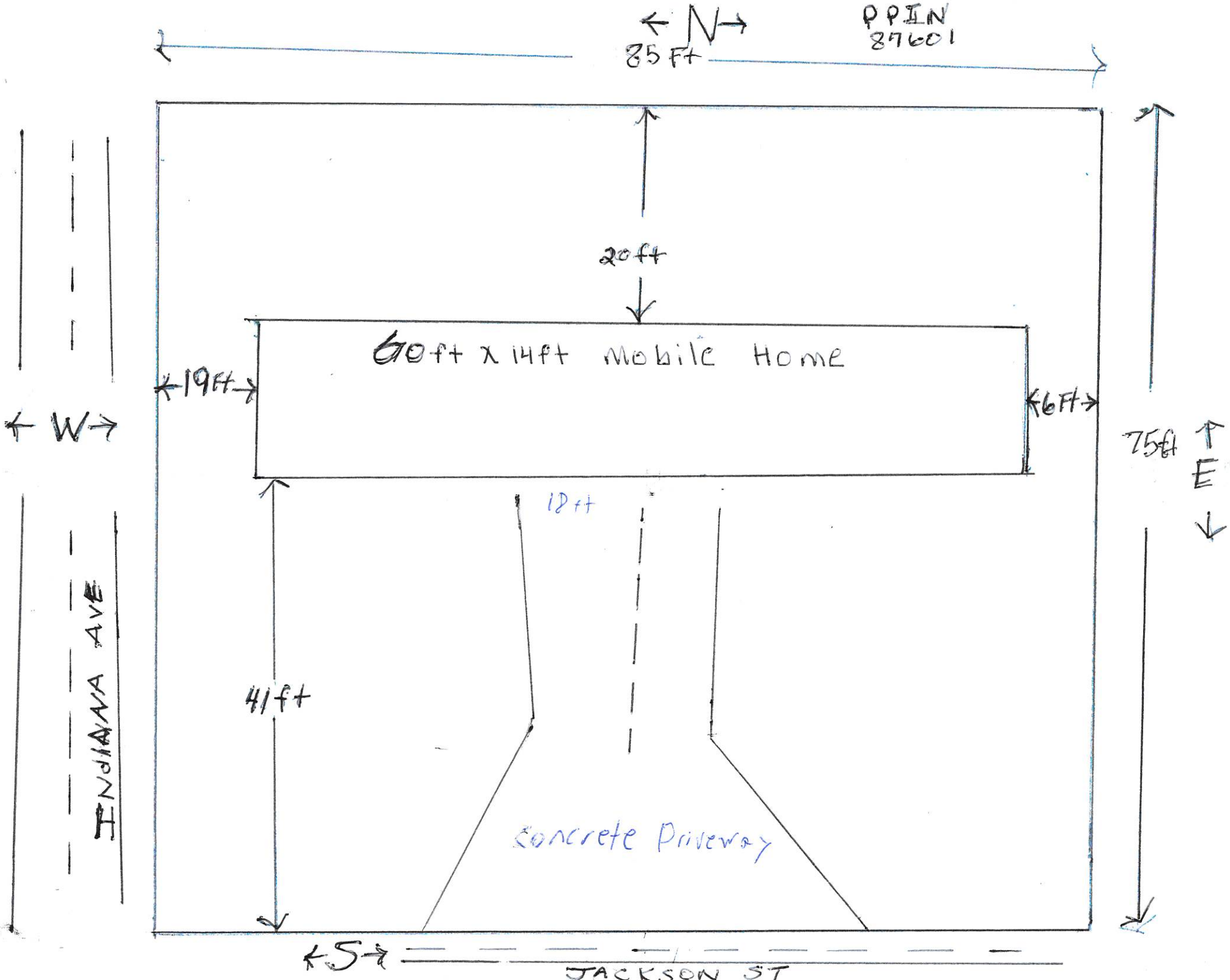
.**Waste Disposal:** Will be provided by the city.

.**Fire and Police Protection:** Will be provided by the city.

.**Other Public Facilities:** All other public facilities will be provided by the city.

.**Why the proposal will not cause undue traffic congestion or create a traffic hazard:** I will only use this proposal for a single family residence.

.**Why the proposal is in harmony with the orderly and appropriate development of the district in which the use is located:** There are several mobile homes in close proximity in this district.


N
PPIN
87601
85 Ft
20 ft
60 ft x 14 ft Mobile Home
19 ft
6 Ft
75 ft
E
W
18 ft
41 ft
Concrete Driveway
INDIANA AVE
5
JACKSON ST

1st Judicial District
Instrument 2020 13868 D -J1
Filed/Recorded 10/20/2020 01:05 P
Total Fees $ 26.00
1 Pages Recorded

No. 91302

FORFEITED TAX LAND PATENT

State of Mississippi

PURSUANT to Mississippi Code Annotated §29-1-1(1972 as amended), *providing for the sale of Forfeited Tax Lands of the State of Mississippi, and*

Excepting those portions held in public trust by the State of Mississippi, said lands are now held by the State and the patentee hereinafter named has complied with all requirements of the law in such cases made and provided;

The State of Mississippi, in consideration of the premises and the sum of ***$1,682.00****, being the amount required to purchase said lands, does hereby grant and convey to:*

Gregory Pittman

the following described land, LESS AND EXCEPT any portion thereof held in public trust by the State of Mississippi, to-wit:

DR: 2013-0000476-D-J1 01/23/2013-QC LOTS 28-30 BLK 206 NORTH GULFPORT SECS 27/28-7-11
Section 28
Parcel No.: 0810E-01-041.000 PPIN: 87601
Harrison County, First Judicial District, Mississippi

This the 12th *day of* October, *2020*

SECRETARY OF STATE ★ STATE OF MISSISSIPPI ★ OFFICIAL

Tate Reeves
Tate Reeves
GOVERNOR

Michael Watson
Michael Watson
SECRETARY OF STATE

Grantor and Prepared By:
State of Mississippi
Post Office Box 136
Jackson, MS 39205
Tele: (601) 359-5156

Grantee(s):
Gregory Pittman
3601 Meadowlark Dr.
Gulfport, MS 39501
(228) 357-4716

PERMITS/INSP PAYMENT RECPT#: 11412456
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 08/02/22 TIME: 16:40
CLERK: bboone DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 75.00

AMOUNT PAID: 75.00

PAID BY:
PAYMENT METH: CASH

REFERENCE:

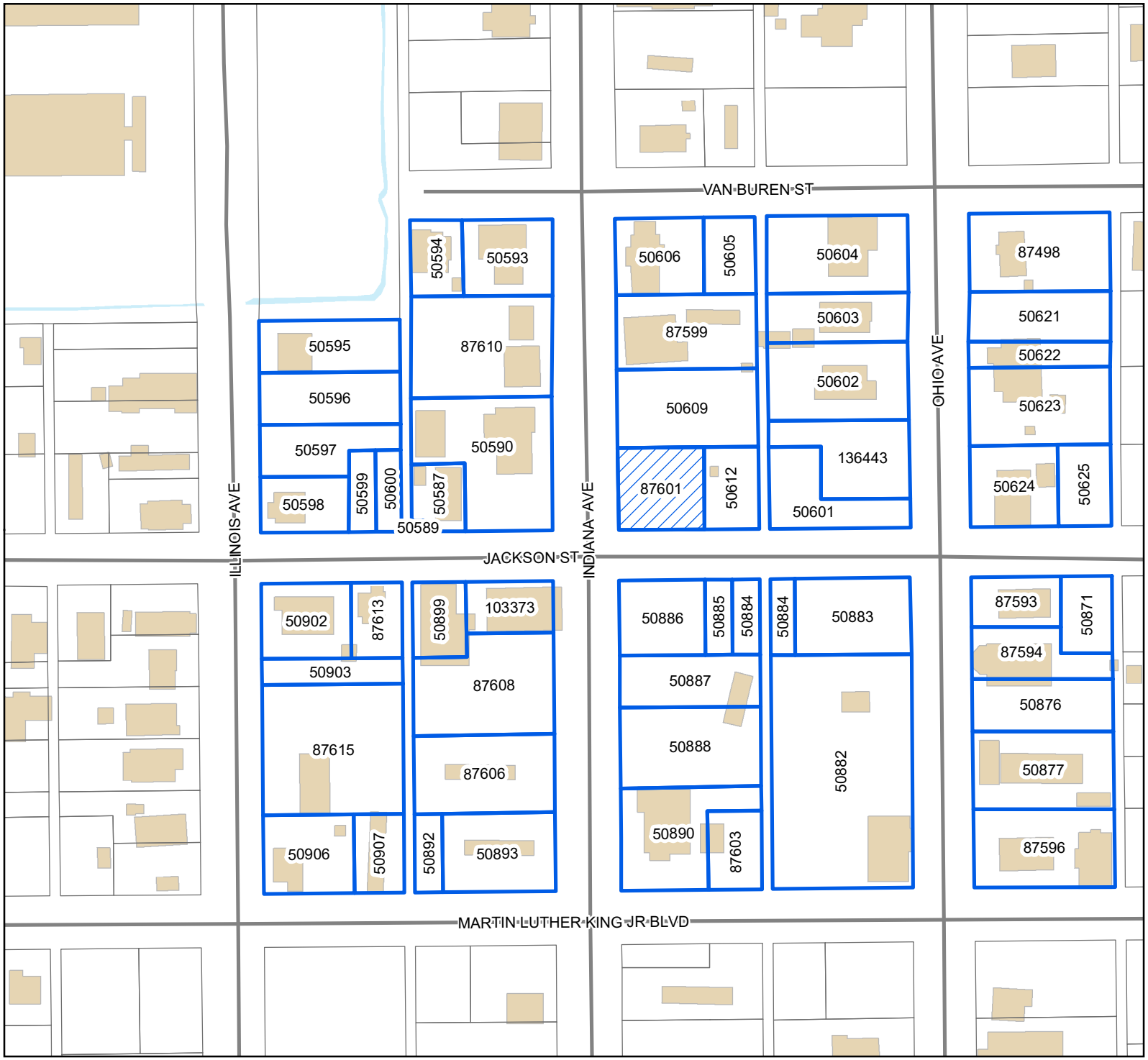
AMT TENDERED: 100.00
AMT APPLIED: 75.00
CHANGE: 25.00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	87601	0810E-01-041.000	PITTMAN GREGORY	3601 MEADOWLARK DR	GULFPORT	MS	39501
N			**Adjacent Property Owners (2209PC169)**				
	50899	0810E-01-051.000	ADAMS SANDRA HOWARD	PO BOX 8542	GULFPORT	MS	39506
N	103373	0810E-01-051.001	ADAMS SANDRA HOWARD	PO BOX 8542	GULFPORT	MS	39506
	50606	0810D-02-053.000	ANDERSON ETHEL -ESTATE-	4720 INDIANA AVE	GULFPORT	MS	39501
	50622	0810E-01-023.000	BABIN TODD	617 CARMADELLE ST	MARRERO	LA	70072
N	50612	0810E-01-042.000	BABIN TODD	617 CARMADELLE ST	MARRERO	LA	70072
N	50885	0810E-01-043.000	BABIN TODD	617 CARMADELLE ST	MARRERO	LA	70072
	50587	0810E-01-052.000	BACCHUS JOHNNIE LEE -ESTATE-	3018 JACKSON ST	GULFPORT	MS	39501
	50590	0810E-01-054.000	BERRY J P & JEANETTE	4709 INDIANA AVE	GULFPORT	MS	39501
	50876	0810E-01-030.000	BOOTH CHARLES JR -EST-	2727 CARTER AVE	ERIE	PA	16506
	87599	0810E-01-039.000	BROWN DAISY LEE	4714 INDIANA AVE	GULFPORT	MS	39501
	50886	0810E-01-044.000	BRUNI RON	4507 COURTHOUSE RD	GULFPORT	MS	39507
	87594	0810E-01-029.000	CROSBY ADRIAN	4400 ILLINOIS AVE	GULFPORT	MS	39501
	87613	0810E-01-062.000	DAS HOLDINGS LLC	9366 STONE RD	GULFPORT	MS	39503
	50902	0810E-01-063.000	FAGAN RANDOLPH F & JOEDNA R	9108 W SIMMONS BAYOU	OCEAN SPRINGS	MS	39564
	87606	0810E-01-049.000	FAIRLEY DONALD E JR	4809 INDIANA AVE	GULFPORT	MS	39501
N	50609	0810E-01-040.000	FAIRLEY DONALD E JR	4809 INDIANA AVE	GULFPORT	MS	39501
	87608	0810E-01-050.000	FAIRLEY TANGULA	5001 INDIANA AVE	GULFPORT	MS	39501
	87498	0810D-02-020.000	GRUBBS LATTIE MAE	4720 OHIO AVE	GULFPORT	MS	39501
N	50589	0810E-01-052.001	HARRISON CO -WATER WELL-				0
	50883	0810E-01-034.000	HAWTHORNE ANGELA	16018 HARRISON DRIVE	GULFPORT	MS	39501
N	50884	0810E-01-035.000	HAWTHORNE ANGELA	16018 HARRISON DRIVE	GULFPORT	MS	39501
	50601	0810E-01-036.000	HAWTHORNE ANGELA F	16018 HARRISON PLACE	GULFPORT	MS	39503
	50871	0810E-01-017.000	HBC HOLDINGS LLC	4276 GENEVIEVE DR	SOUTHAVEN	MS	38672
	50600	0810E-01-061.000	HEARD W M	PO BOX 77321	WASHINGTON	DC	20013
	50604	0810D-02-051.000	HENDERSON RETHA ETAL	P O BOX 1094	GULFPORT	MS	39502
	50593	0810D-03-041.000	HERBERT BESSIE T -EST-	4723 INDIANA AVE	GULFPORT	MS	39501
	50624	0810E-01-025.000	KNIGHT RUTH M -EST-	4700 OHIO AVE	GULFPORT	MS	39501
	50892	0810E-01-047.000	LANGSTON PAUL & SKINNER EVA	4616 INDIANA AVE	GULFPORT	MS	39501
	50595	0810E-01-056.000	LOPEZ OVIDIA SALAS	9267 CUANDET RD	GULFPORT	MS	39503
	50625	0810E-01-026.000	MARSHALL PAUL & ARRIETTA	5114 14TH ST	GULFPORT	MS	39501
	50882	0810E-01-033.000	MARTIN JANICE	118 MICHAEL COURT	GULFPORT	MS	39503
	87615	0810E-01-065.000	MICKENS TYRONTA	808 35TH ST	GULFPORT	MS	39501
	50903	0810E-01-064.000	MICKENS TYRONTA & JERRIE	4612 ILLINOIS AVE	GULFPORT	MS	39501
	50623	0810E-01-024.000	MISKELL M C -EST- & MARGIE	4716 OHIO AVE	GULFPORT	MS	39501

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	50621	0810E-01-022.000	MISKELL MARGIE	4716 OHIO AVE	GULFPORT	MS	39501
	50605	0810D-02-052.000	NICHOLS LILLIE MAE ANDERSON	18031 ROAD 418	GULFPORT	MS	39503
	87596	0810E-01-032.000	NORTH GULFPORT COMMUNITY LAND	CONSERVANCY INC	GULFPORT	MS	39501
	50907	0810E-01-067.000	PARNELL JESSICA & BRANDY JASHARD	15151 MANDARIN COVE	GULFPORT	MS	39503
	50603	0810E-01-038.000	PITTMAN TRICIA	4711 OHIO AVE	GULFPORT	MS	39501
	50906	0810E-01-066.000	POLK DELORIS	3020 MARTIN L KING DR	GULFPORT	MS	39501
	87593	0810E-01-027.000	ROBERTSON EVA LOUISE YOUNG	2818 JACKSON ST	GULFPORT	MS	39501
	50597	0810E-01-058.000	SIMMONS WILLIE	15521 SWAN LAKE BLVD	GULFPORT	MS	39503
	87603	0810E-01-045.002	SKINNER EVA -EST-	4610 INDIANA AVE	GULFPORT	MS	39501
N	50887	0810E-01-045.000	SKINNER EVA -EST-	4610 INDIANA AVE	GULFPORT	MS	39501
	50888	0810E-01-045.001	SKINNER EVA LEE -EST- ETAL	4610 INDIANA AVE	GULFPORT	MS	39501
	50893	0810E-01-048.000	SKINNER JAMES L -EST- & EVA	4612 INDIAN AVE	GULFPORT	MS	39501
	50890	0810E-01-046.000	SKINNER WILL M -ESTATE-	4610 INDIANA AVE	GULFPORT	MS	39501
	50877	0810E-01-031.000	STRINGER LEOTHA -ESTATE- & YVONNE	25096 CUNNINGHAM RD	SAUCIER	MS	39574
	50598	0810E-01-059.000	TART BETTY JOYCE -EST-	4714 ILINOIS AVE	GULFPORT	MS	39501
	50599	0810E-01-060.000	TART RICHARD	3018 JACKSON ST	GULFPORT	MS	39501
	50596	0810E-01-057.000	TILLIS (WILLIS) EUNICE ELOIS -ETAL	352 LIVE OAK AVE	GULFPORT	MS	39507
	50602	0810E-01-037.000	VALENCIA AARON	707 E POTTER DR	PHOENIX	AZ	85024
N	136443	0810E-01-037.001	VALENCIA AARON	707 E POTTER DR	PHOENIX	AZ	85024
	50594	0810D-03-042.000	WALKER ROCCO	15000 PARKWOOD DR S	GULFPORT	MS	39503
	87610	0810E-01-055.000	WILLIAMS JOHNNIE -ESTATE-	1400 STEWART AVE	GULFPORT	MS	39501

2209PC169

Planning Commission Approval



Legend

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

0 20 40 60
Yards

1 inch = 133 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.

CH

RE: Planning Commission Approval 2209PC169, by owner Gregory Pittman, tax parcel 0810E-01-041.000, Requests mobile home use, 8250 Indiana Ave, Zoned R-1-5 (Single-family), Ward 3

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, September 22, 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, September 22, 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:
IPL0088455
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
BLX - Legal Ads
Final Cost:
59.04
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
September 1, 2022 10:59:14 AM EDT
Amount:
58.92
Date
September 1, 2022 11:00:32 AM EDT
Amount:
0.12

SCHEDULE FOR AD NUMBER IPL00884550

September 5, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00884550

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, September 22, 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.

Final Plat 2209PC160, by owners Necaise Land L.P. & Dennis Stieffel, tax parcels 0807I-01-001.052 & 0807I-01-001.053, Approval of Final Plat for 3-lot subdivision (The Hunington Phase 4), Three Rivers Rd, Zoned R-1-15, (Single-family), Ward 7

Planning Commission Approval 2209SE161, by agent Garlon Pemberton, tax parcel 1010H-02-030.000, Request automotive sales use, 2137 E. Pass Road, Zoned B-1 (Neighborhood Business), Ward 2

Resubdivision 2209PC162, by owner Michael Morken, Divide into two new parcels, tax parcel 0811E-03-043.000, 1723 31st Ave, Zoned T3 (Sub-Urban Zone), Ward 2

Zoning Map Amendment 2209PC166, by agent Donovan Scruggs, tax parcels 0809I-01-020-000, 0809I-01-021.000, Request to rezone property from B-2 (General Business) to I-2 (Heavy industry districts), 9506 and 9524 Creosote Rd. Zoned B-2 (General Business), Ward 3

Planning Commission Approval 2209PC167, by owner Danyel Nichols, tax parcel 0710H-04-048.000, Requests a duplex use, Zoned R-1-5 (Single-family), Pear St & Hawthorn St, Ward 3

General Plan 2209PC168, by agent Heinrich and Associates, tax parcels 1009O-02-002.015 &1009O-02-002.000, Approval of a General Plan for 10-Lot subdivision (Bayou Plantations Subdivision Phase 2), Bayou Plantation Ln, Zoned R-2 (Single-family), Ward 5

Planning Commission Approval 2209PC169, by owner Gregory Pittman, tax parcel 0810E-01-041.000, Requests mobile home use, 8250 Indiana Ave, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2209PC170, by agent Randy Kirby, tax parcel 0809N-03-006.002, Requests a medical cannabis dispensary use, 9113 Hwy 49, Zoned B-4 (Highway business), Ward 3

Zoning Text Amendment 2209PC171, by Lauren Illing, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases Medical cannabis Establishment and Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses Medical Cannabis Dispensary

Resubdivision 2209PC172, by owners Nicholas Shay, Ronald David Brown, Leah Simon, & Carlos Gautreaux, tax parcel 0811L-04-122.000, Divide into two new parcels, 1301 31st Ave, Zoned T4+ (General Urban Zone "Plus"), Ward 2
General Plan 2209PC173, by owner C&G Holdings, LLC, tax parcel 1010M-01-013.001, Requests approval for a 75-lot Zero Lot Line subdivision (Gulf Grove), Cowan Rd, Zoned T4+ (General Urban Zone "Plus") and T4L (General Urban Zone "Limited"), Ward 2

This the 1st day of September, 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0088455
Sep 5 2022

<< 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: September 22, 2022

Re: <u>Planning Commission Approval 2209PC170:</u>

Planning Commission Approval 2209PC170, by agent Randy Kirby, tax parcel 0809N-03-006.002, Requests a medical cannabis dispensary use, 9113 Hwy 49, Zoned B-4 (Highway business), Ward 3

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2209PC170

Hearing Date: September 22, 2022

Current Zoning/Use: B-4 / Commercial building

Legal: Planning Commission Approval 2209PC170, by agent Randy Kirby, tax parcel 0809N-03-006.002, Requests a medical cannabis dispensary use, 9113 Hwy 49, Zoned B-4 (Highway business), Ward 3

TECHNICAL DETAILS

The applicant requests planning commission approval for a medical cannabis dispensary use, as is required when this use is within 500 feet of a residential use. A hotel is classified as a residential use in the chart of permitted uses. By definition, this establishment would acquire posses, store, transfer, sell, supply or dispense medical cannabis.

EXECUTIVE SUMMARY

As this is the first application submitted for a medical cannabis use, decisions made on it will set a precedence for the rest of the establishments that come through this route of approval.

Ultimately, this use meets all of the base requirements by the state for their distance requirements from schools, churches, and etcetera. Ordinance interest is the residential use nearby and the affect the surrounding neighborhood. The ordinance specifically states, "the planning commission shall approve or disapprove the application as to location and site plan" in regards to the planning commission approval applications. Primary concerns around the project is the hotel use and vehicular access this development will impact.

Any approval should consider these conditions:

1. Shall comply with all City Codes and Ordinances.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 9/12/2022.

Public Works: No conditions. Memo dated 9/12/2022.

Traffic and Safety: No comments as of 9/12/2022.

Building Code Services: Shall comply with all City Codes and Ordinances. Memo dated 9/12/2022.

GIS: No conditions. Memo dated 9/12/2022.

12.12

Technical Report

PLANNING COMMISSION APPROVAL

Police Department:	This is within 500' of the Comfort Inn, which is considered residential. Memo dated 9/7/2022.
Fire Department:	No conditions. Memo dated 9/8/2022
City Arborist:	No conditions. Memo dated 9/7/2022.

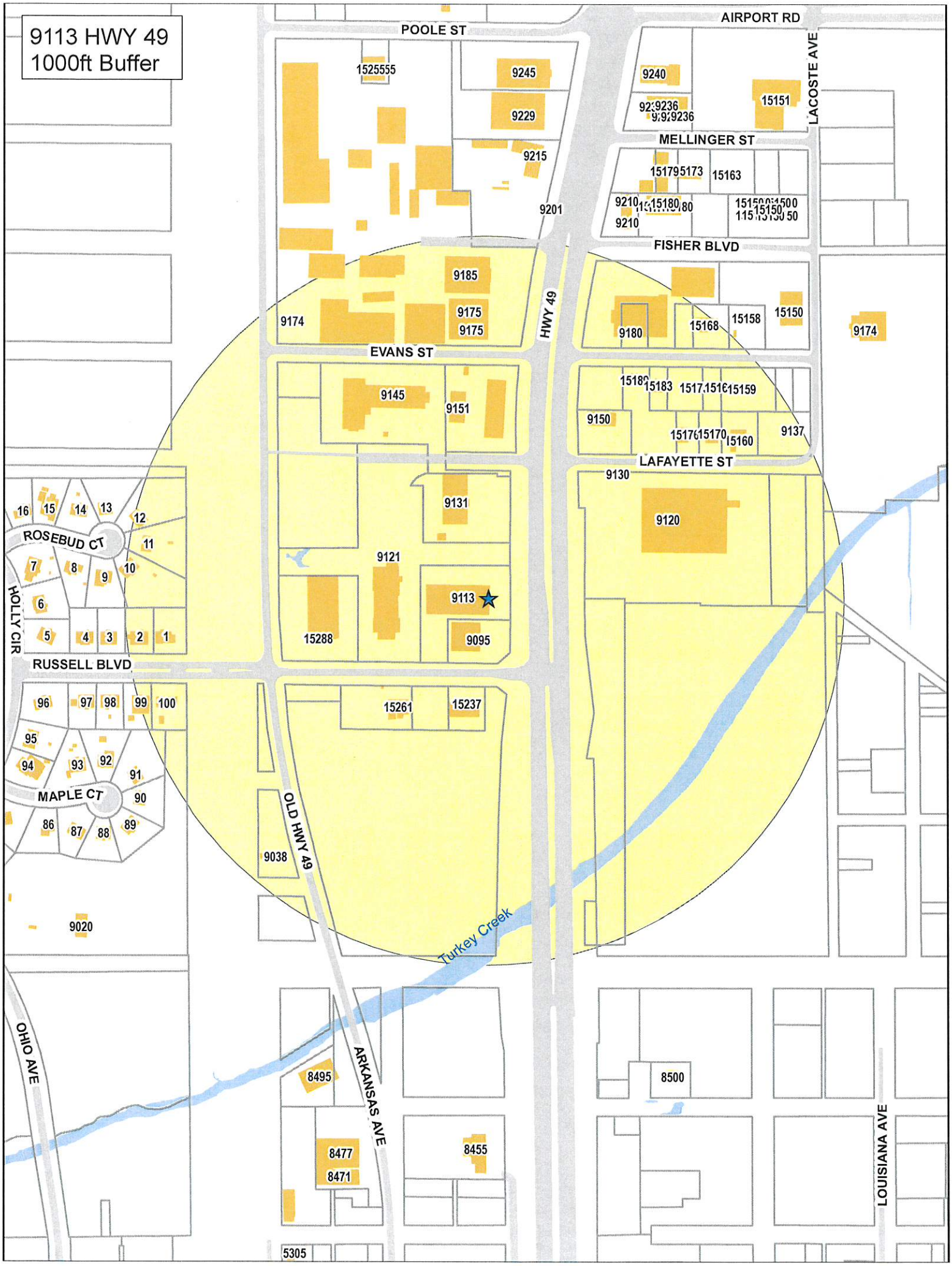
DIRECTOR APPROVAL

This report has been reviewed and approved by:

_____

Greg Pietrangelo
Director of Urban Development Department

p. 2


9113 HWY 49
1000ft Buffer
POOLE ST
AIRPORT RD
LACOSTE AVE
MELLINGER ST
FISHER BLVD
EVANS ST
LAFAYETTE ST
HWY 49
ROSEBUD CT
HOLLY CIR
RUSSELL BLVD
MAPLE CT
OLD HWY 49
Turkey Creek
OHIO AVE
ARKANSAS AVE
LOUISIANA AVE
1525555
9245
9229
9215
9201
9240
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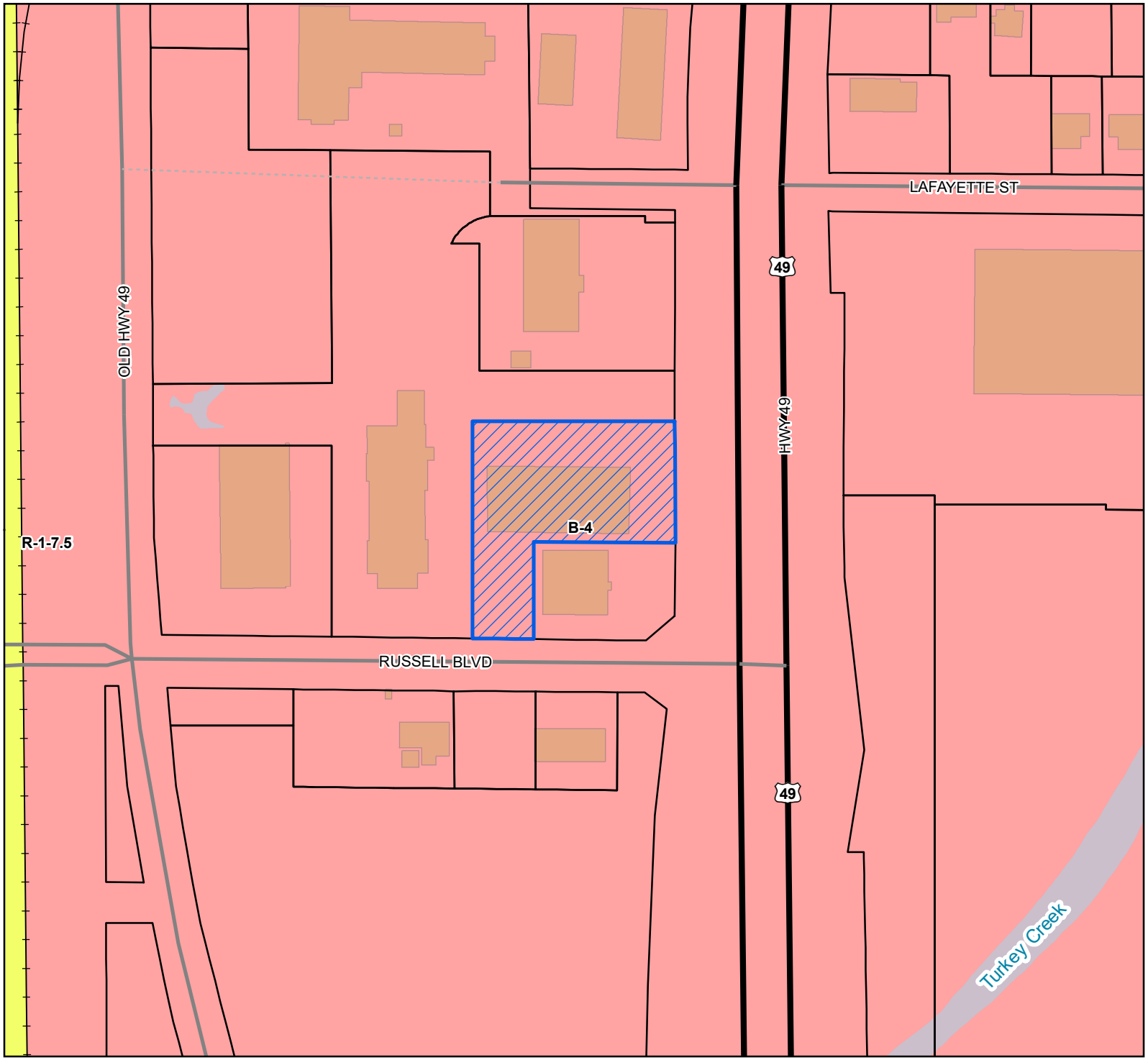
2209PC170

Planning Commission Approval



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

Zoning

B-4 - Highway Business District

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

Site Information

0809N-03-006.002
Zoning: B-4 (Highway business)
Size: 1.1 acres
Flood: X

0 25 50 75
Yards

1 inch = 170 feet

N W E S

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Revision date 11/2/2020

$75.00

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: 2209PC170

Date Received: 8/2/22

Receipt Number:

Received By:

Zoning:

Ward: Flood:

Size:

Property Information

TAX PARCEL # 0809N-03-006.002

(If necessary, use separate sheet of paper)

Address of Property Involved: 9113 HWY. 49, STE 100 GULFPORT, MS 39503

Lot(s) 12-21 & 54-56 Block(s) 19, Subdivision ROOSEVELT STREET OF THE MAGNOLIA HIGHWAY SUBDIVISION

General Location:

GENERAL DESCRIPTION OF REQUEST:
TO ESTABLISH MEDICAL CANNABIS DISPENSARY 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
OASIS REAL ESTATE INVESTMENTS INC	RANDY KIRBY
Printed Name of Owner	Printed Name of Agent
2205 JOHN HILL BLVD.	505 COBBLESTONE CT.
Mailing Address	Mailing Address
GULFPORT MS 39501	MADISON MS 39110
City State Zip code	City State Zip code
(228) 297-8111 (228) 863-4111	601-668-7463
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
CLIMATESTORAGE.EMAIL@GMAIL.COM	randy@greenwisems.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.

Gulfport MISSISSIPPI ONE COAST

Designation of Agent

I, CLIFF FRISBEE (PRINT NAME), being owner of the property 9113 HWY 49, STE 100 (PRIMARY ADDRESS OR PARCEL) which is the subject of this application hereby authorize RANDY KIRBY (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 8-2-22 *Date*

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 2nd day of August 20 22

Notary Public *Commission Expiration*

STATE OF MISSISSIPPI MATILDA ANN WELCH ID NO. 93115 Commission Expires 11/30/2025 NOTARY PUBLIC HARRISON COUNTY

August 1, 2022

City of Gulfport
1410 24th Avenue
Gulfport, MS 39501

Re: 9113 Highway 49, Suite 100, Gulfport, MS

To Whom it May Concern:

Please find attached Greenwise, LLC's ("Greenwise's") Gulfport Planning Commission Approval application. Greenwise has applied for a Medical Cannabis Dispensary license at 9113 Highway 49, Suite 100, Gulfport MS, (the "Property") and has received approval from the State of Mississippi Department of Revenue (License No. DSPY004524). Greenwise now seeks Gulfport's Planning Commission Approval in order to be located within 500 feet of residential use, as there is a hotel located within the setback from the Property.

If you have any questions regarding the attached application, please don't hesitate to contact me.

Best,

Stephanie Gray
Email: Stephanie@greenwisems.com
Phone Number: 601-720-7749

Application for Gulfport Planning Commission Approval

Executive Summary

Greenwise, LLC ("Greenwise") has prepared the follow written responses to accompany our site plan and explain how our medical cannabis dispensary's site plan is appropriate with regard to the following considerations:

- Transportation and access
- Water supply
- Waste disposal
- Fire and Police protection
- Other public facilities
- Why the proposal will not cause undue traffic congestion or create a traffic hazard.
- Why the proposal is in harmony with the orderly and appropriate development of the district in which the use is located

Transportation and Access

Greenwise is driven by the opportunity to significantly increase access to medical cannabis for patients and caregivers in Gulfport and carefully selected our location in order to do so. Greenwise's proposed medical cannabis dispensary facility ("Facility") will be located at 9113 Highway 49, Suite 100, in Gulfport. This location ensures ease of access to all qualifying patients, as it is conveniently situated in close proximity to U.S. Route 49, as well as Interstate 10. It is also less than two miles from the Coast Transit station located at 14035 Airport Road in Gulfport.

Greenwise believes that its proposed location will help improve the health and quality of life of the Gulfport community by expanding access to authorized patients and caregivers suffering from any of the qualifying conditions delineated in Mississippi's medical cannabis program, including but not limited to:

- Cancer
- Parkinson's disease
- Huntington's disease
- muscular dystrophy
- glaucoma
- spastic quadriplegia
- positive status for human immunodeficiency virus (HIV)
- acquired immune deficiency syndrome (AIDS)
- hepatitis
- amyotrophic lateral sclerosis (ALS)
- Crohn's disease
- ulcerative colitis
- sickle-cell anemia
- Alzheimer's disease
- agitation of dementia

Our strategic location at the cross-roads of major highways, and our close proximity to the Coast Transit station will serve to substantially increase access to medical cannabis in the Gulfport community and provide relief for those in need. Greenwise is also proud to offer a total of 44 parking spots at our Facility, including four handicapped accessible parking spots to ensure that once patrons arrive, they will not have to worry about being unable to access the premises. Greenwise looks forward to further developing our relationship with the City of Gulfport to ensure that our operations are consistently optimizing access. Additionally, as current business owners of The UPS Store located at 15520 Daniel Blvd. in Gulfport and members of the Mississippi Gulf Coast Chamber of Commerce, we are eager to continue serving the citizens of Gulfport at our medical cannabis dispensary.

Water Supply

Greenwise is a proud Mississippi organization deeply committed to being a contributing and compliant member of the state's nascent medical cannabis industry. Greenwise has implemented numerous policies and procedures to ensure that the site plan is appropriate for a dispensary facility, including selecting a facility location with an adequate and pre-existing water supply as provided by the City of Gulfport Public Works Department ("Gulfport"). Through our partnership with Gulfport, we plan to provide a safe, potable, and sufficient supply of water to satisfy all the needs and requirements of the facility, while also making strong efforts to reduce water-related waste.

Although Greenwise is aware that water efficiency is a primary concern for cultivation facilities and not necessarily a retail operation where water use is limited, to continue Greenwise's commitment to the environment and sustainable efforts, Greenwise will adopt water efficiency strategies that are both dynamic and forward thinking. Our company cares deeply about the environment and the judicious use of scarce resources, such as water. To achieve these objectives, Greenwise has created a company-wide corporate environmental sustainability plan through four key strategies that focus on 1) minimizing our energy use, 2) harnessing renewable energy, 3) reducing waste, and 4) recycling resources. The Facility Manager will ensure that Greenwise's water management operations are in line with these objectives and comply with all applicable regulations set forth by the Mississippi Department of Health ("DOH"), City of Gulfport, and all other state and local laws, regulations, ordinances, and other requirements.

Greenwise looks forward to conducting a successful Medical Cannabis Dispensary operation and will continue to foster a strong partnership with Gulfport to ensure that there is a safe, potable, and sufficient supply of water to the facility, while remaining water efficient and environmentally conscious.

Waste Disposal

Medical Cannabis Waste

Greenwise's Waste Disposal Plan is designed to protect Gulfport's environment through partnership with a licensed Cannabis Disposal Entity. Greenwise will comply with all applicable rules regarding medical cannabis disposal as detailed in the Mississippi Department of Health ("MSDH") Regulations for the Commercial Disposal or Destruction of Cannabis and/or Cannabis Products.[1] Greenwise will ensure that the final disposition of any cannabis waste is

[1] MSDH Rules Tit. 15 Part 22 Subpart 7

always recorded in the State seed-to-sale tracking system. Greenwise will document all cannabis disposal, including the following information:

- Greenwise's license number.
- A complete inventory of the cannabis and/or cannabis products to be disposed, including the batch number.
- The reason for disposal.
- The date of the disposal.[2]

Non-Medical Cannabis Waste

Standard waste and rubbish can be defined as any non-toxic, non-recyclable, and non-cannabis waste produced at the facility. Only non-hazardous, non-cannabis waste may be disposed of in traditional rubbish receptacles or trash bins. It is strictly prohibited to dispose of medical cannabis waste, liquid waste, or hazardous waste in any traditional rubbish receptacle, trash bin or recycling bin. The city of Gulfport utilizes the services of Waste Pro, which Greenwise will partner with to manage our dispensary's non-cannabis waste collection and recycling needs. A facility manager will maintain written procedures assigning responsibility for waste disposal practices for standard rubbish waste. Such written procedures will be followed, and records of cleaning and sanitation will be maintained in the facility's records.

Fire and Police Protection

Greenwise will form a partnership with law enforcement, rooted in a shared responsibility for the safety of the community. Our Security Manager will meet periodically with local Gulfport law enforcement to discuss alarm response, criminal activity statistics, patrol frequency, and other pertinent matters. Upon official request, law enforcement will have access to employee records and Greenwise's Dispensary operations. Greenwise will also engage with first responders such as EMS to establish emergency response protocols.

Greenwise's efforts to engage with first responders also extends to the local Fire Department. The Security Manager will establish stringent fire safety standards with guidance from the Gulfport Fire Department, including essential fire safety equipment, and emergency procedures. This will minimize the chance of a fire event taking place at the dispensary. If an unlikely fire event occurs, Greenwise's proposed Dispensary location (9113 Highway 49, Suite 100, Gulfport, Mississippi) is a 7-minute drive from the Gulfport Fire Station, of which 90% of which is on a straight road. This ensures a timely response in the event of an emergency.

Other Public Facilities

Greenwise has implemented numerous policies and procedures to ensure that the site plan is appropriate for a dispensary facility, including selecting a facility location that will have limited impact, if any, on surrounding public facilities. Our professional survey indicates that the main entry of the facility is not within a 1,000-foot radius of any church, school, or childcare center, and thoroughly complies with the Mississippi Medical Cannabis Act ("Act") and the Mississippi Department of Revenue's ("DOR") Medical Cannabis Dispensary Regulations ("DOR Rules").[3]

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[2] MSDH Rule 6.12.3(1)-(4)

[3] DOR Regulations Chapter 2.101(11).

We have already received our license from the state confirming compliance with the DOR Rules (License number DSPY004524). The operations of our business will occur entirely indoors and as a result, will not impact surrounding businesses and operations, including but not limited to, Comfort Suites. If there is any concern, our Facility Manager will work with the City of Gulfport to navigate a solution that is in the best interest of all parties.

Why The Proposal Will Not Cause Undue Traffic Congestion or Create A Traffic Hazard

Greenwise's proposed medical cannabis dispensary facility ("Facility") will be located at 9113 Highway 49, Suite 100, in Gulfport. Greenwise is deeply committed to being a contributing and compliant member of the state's nascent medical cannabis industry and shares the City of Gulfport's goals in ensuring that our operations will not cause undue traffic congestion or create a traffic hazard. As such, Greenwise's Facility has been designed to optimize local safety, minimize impact to the surrounding neighborhood, and allow Greenwise to operate harmoniously within the larger Gulfport community. Greenwise anticipates opening for business with the hours of 9:00 AM – 6:00 PM Monday-Friday, 9:00 AM -1:00 PM on Saturday, and closed on Sunday.

Traffic Plan Management Goals

In developing the Traffic Management Plan that follows, Greenwise has identified the following specific goals:

1. Ensure the safety of customers, employees, and surrounding abutters.
2. Minimize the impact of traffic flow on adjacent businesses and nearby streets.
3. Facilitate efficient parking lot operations to minimize back up on adjacent streets.
4. Implement efficient appointment systems to reduce initial traffic burdens.
5. Provide information to allow customers to get to/from the facility efficiently and safely.
6. Promote efficient coordination between Greenwise, the Gulfport Police Department, and the city.
7. Establish open lines of communication with abutters and nearby residents and local businesses.

As reflected in the following plan, these goals serve as Greenwise's point of orientation in ensuring that our Facility and our operations serve to improve the Gulfport community as a whole, and to mitigate any potential negative impacts.

Site Plan and Parking

Greenwise has access to 44 exclusive parking spaces including four handicap accessible spaces that are on site at its proposed Facility, as shown on the site plan provided with this application. This will ensure that patients can easily access our facility during our hours of operation without having to park in other nearby business' lots.

Interior Facility Capacity and Management

Floorplan Capacity

Greenwise's floor plan has been designed to accommodate high volume patient counts while protecting consumer privacy, optimizing patient experience, and preserving the flow throughout the Facility.

Oversight over the number of patients in the Facility at any given time will be the responsibility of staff stationed at the entry and exit points. Staff will utilize a digital tally system for an accurate count of who is in the facility at any given time.

Queuing

Greenwise will encourage the use of online ordering to decrease the amount of time a patient is on-site. We anticipate utilizing an online system such as Qminder to monitor the number of patients in the facility and patients awaiting service, which works utilizing the following protocols:

1. Entry and exit attendees maintain constant Facility counts utilizing cloud- based tally systems to have an accurate accounting of capacity limits at all times;
2. When the facility is within five (5) patients of hitting capacity, Greenwise will begin utilizing the exterior queuing system.
3. When seeking entry, the attendant will notify the patient that they are on the wait list and asked to wait in their vehicle. Patients will be offered an anticipated wait time and notified via cell phone or buzzer when they may enter the Facility. Patients who indicate that they walked or biked will be asked to wait inside the facility.

Greenwise intends to utilize the above-noted queuing system as a part of its normal course of operations beyond the opening day plan.

Customer Flow

Entry Vestibule:

Access to Greenwise's Facility is limited to authorized patients and caregivers participating in Mississippi's medical cannabis program. **Prior to entry, Greenwise personnel will immediately inspect the individual's proof of identification and determine the individual's age. Any individual under the age of 21 will be prohibited from accessing the premises unless they possess a valid registry identification card and are accompanied by their parent or legal guardian.**[4]

Retail Floor:

Once inside the retail area, patients will view a menu and go directly to a point-of-sale terminal or to the dispensary floor for a personalized discussion with an agent. Upon checkout, customers will be required to confirm their identities and age a second time. In the event an agent determines an individual would place themselves or the public at risk, the agent will refuse to sell any medical cannabis products to the consumer.

---

[4] Medical Cannabis Act Section 20(17); DOR Regulations Chapter 15.101.

Plan Utilization Following Opening Period

During any periods of high traffic or higher than expected volume following the opening period, Greenwise will, independently or at the written request of City officials or the Police Department, implement measures of the plan to ensure the facility is operating efficiently, safely, and in harmony with the surrounding community.

Why The Proposal is in Harmony With The Orderly and Appropriate Development of The District in Which The Use is Located

Greenwise intends to operate a medical cannabis dispensary at 9113 Highway 49, Ste 100, Gulfport, MS 39503. This address is located in the **B4 Highway Business District**, which is a commercial zone intended to include high intensity commercial activities requiring high visibility and accessibility. We purposely chose this location as it is commercial area that is not in close proximity to residential neighborhoods. While our location is within 500 feet of the Comfort Suites Hotel, which is zoned as a residential use, we are confident that our operations will have no effect on the patrons or employees of the Comfort Suites, as our dispensary is only accessible to medical cannabis patients. Our proposed use will be in harmony with the City of Gulfport's Comprehensive Plan, and we will ensure the aesthetic of our dispensary fits seamlessly into the surrounding neighborhood.

As stated in Gulfport's Comprehensive Plan, the B4 District is home to a wide range of commercial uses, including businesses specifically catered to the motoring public. Greenwise purposely chose to locate our dispensary off of Highway 49 in order to provide easy vehicular access to patients who may be traveling to our dispensary. Our location also features an ample amount of parking space to accommodate all our patients which will prevent the need for off-site overflow parking. Additionally, there is a pharmacy and a medical supplies store in the same lot, proving this is a synergistic location to reach Gulfport's patient community. Our dispensary will be convenient for any patients that may utilize both our dispensary and the pharmacy next door.

Greenwise will ensure that our dispensary building complies with the requirements outlined in the Gulfport Zoning Code, Section 3(D)(4) regarding the B-4 Highway Business District. The design of our dispensary will fit in with the surrounding businesses and will not attract unnecessary or unwanted attention. As stated in the Gulfport Comprehensive Plan's policies for future land use development, all commercial uses need to be strengthened by improving their visual appearance and providing adequate parking accommodations. Greenwise seeks to fulfill both land development goals by designing a sophisticated, aesthetically pleasing storefront and providing ample patient parking. Further, as a medical cannabis dispensary we have taken particular care to design a secure facility that minimizes the risk of criminal activity occurring on the premises. We have also emphasized odor control policies that will prevent our neighbors in the Gulfport community from *ever* being able to detect odors from the exterior of the premises. Our main goal as a business is to enhance our surrounding area and improve quality of life for Gulfport patients suffering from debilitating medical conditions. The use of this location in Gulfport allows us to operate in accordance with the City's Comprehensive plan as well as maximize patient access. Greenwise is excited at the opportunity to join the Gulfport business community and serve Gulfport's community of medical cannabis patients.

MISSISSIPPI
CANNABIS PATIENTS
ALLIANCE

August 1, 2022

Gulfport Planning Commission
1410 24th Avenue
Gulfport, MS 39501

Re: Letter of Support for Greenwise, LLC's Medical Cannabis Dispensary in Gulfport

Dear Gulfport Planning Commission,

My name is Angie Calhoun, Founder and CEO of the Mississippi Cannabis Patients Alliance. Our mission is to advocate on behalf of Mississippi's medical cannabis patient community and support safe access to affordable medical cannabis. I am writing today on behalf of the Gulfport area's medical cannabis patients who I believe would greatly benefit from an accessible medical cannabis dispensary in the City of Gulfport.

I would like to express my support for Greenwise, LLC's application to operate a medical cannabis dispensary at 9113 US 49, Ste 100, Gulfport, MS, 39503. I am confident that Greenwise will operate a responsible and compliant dispensary that prioritizes their patients. As a testament to their qualifications, they have already been granted a license from the Mississippi Department of Revenue. The location Greenwise has selected provides optimal patient access while remaining in compliance with the State's required setbacks from schools, daycares, and churches. Their location will maximize patient access, as it is in a highly commercial area directly off Highway 49.

I have spoken with the owners of Greenwise and walked away from our conversation confident in both their desire to operate a secure, compliant medical cannabis dispensary that puts the needs of patients and their community first as well as their ability to make these goals a reality. If the Commission were to prohibit Greenwise from operating a dispensary at this location due to its proximity to a hotel, it would severely impede patient access in Gulfport. I urge the Commission to support Greenwise's Application for Planning Commission Approval and ensure patient access to safe, affordable medical cannabis products.

Thank you for your consideration,

Angie Calhoun

Angie Calhoun
Founder and CEO
Mississippi Cannabis Patients Alliance
www.mscannapatient.com

STATE OF MISSISSIPPI

MISSISSIPPI DEPARTMENT OF REVENUE

ALCOHOLIC BEVERAGE CONTROL BUREAU OF ENFORCEMENT

MEDICAL CANNABIS LICENSE FOR:

DISPENSARY

The Mississippi Department of Revenue (MDOR) authorizes the below named establishment to engage in business as a cannabis dispensary where the entity may acquire, possess, store, supply, or dispense medical cannabis products, equipment used for medical cannabis products, or related supplies and educational materials to cardholders, nonresident cardholders and other dispensaries, and/or purchase or otherwise acquire medical cannabis products from licensed cannabis cultivation facilities, cannabis processing facilities, cannabis research facilities or other dispensaries at the location address shown below in accordance with SB 2095 of 2022 Mississippi Medical Cannabis Act.

Alcoholic Beverage Control (ABC) enforcement agents may periodically inspect this business and examine all inventory and records. A renewal application must be filed with ABC at least thirty (30) days before the expiration of this license.

This license must at all times be displayed in a conspicuous location within the point-of-sale area in a manner that may be clearly viewed by cardholders.

License Number: DSPY004524
Location Name: Greenwise, LLC
Location Address: 9113 HIGHWAY 49, STE 100, GULFPORT, MS, 39503
Location County: HARRISON
Issue Date: 07/26/2022

EXPIRATION DATE: 07/26/2023

Chris Graham, Commissioner of Revenue

1331/4/1658875120826

Legend

- Set Rebar
- Found Rebar
- Fire Hydrant
- Drop Inlet
- Storm Drain Man Hole
- Power Pole
- Light Pole
- Concrete Monument
- Adjoining Lot Line
- Property Line

0 50 100 150

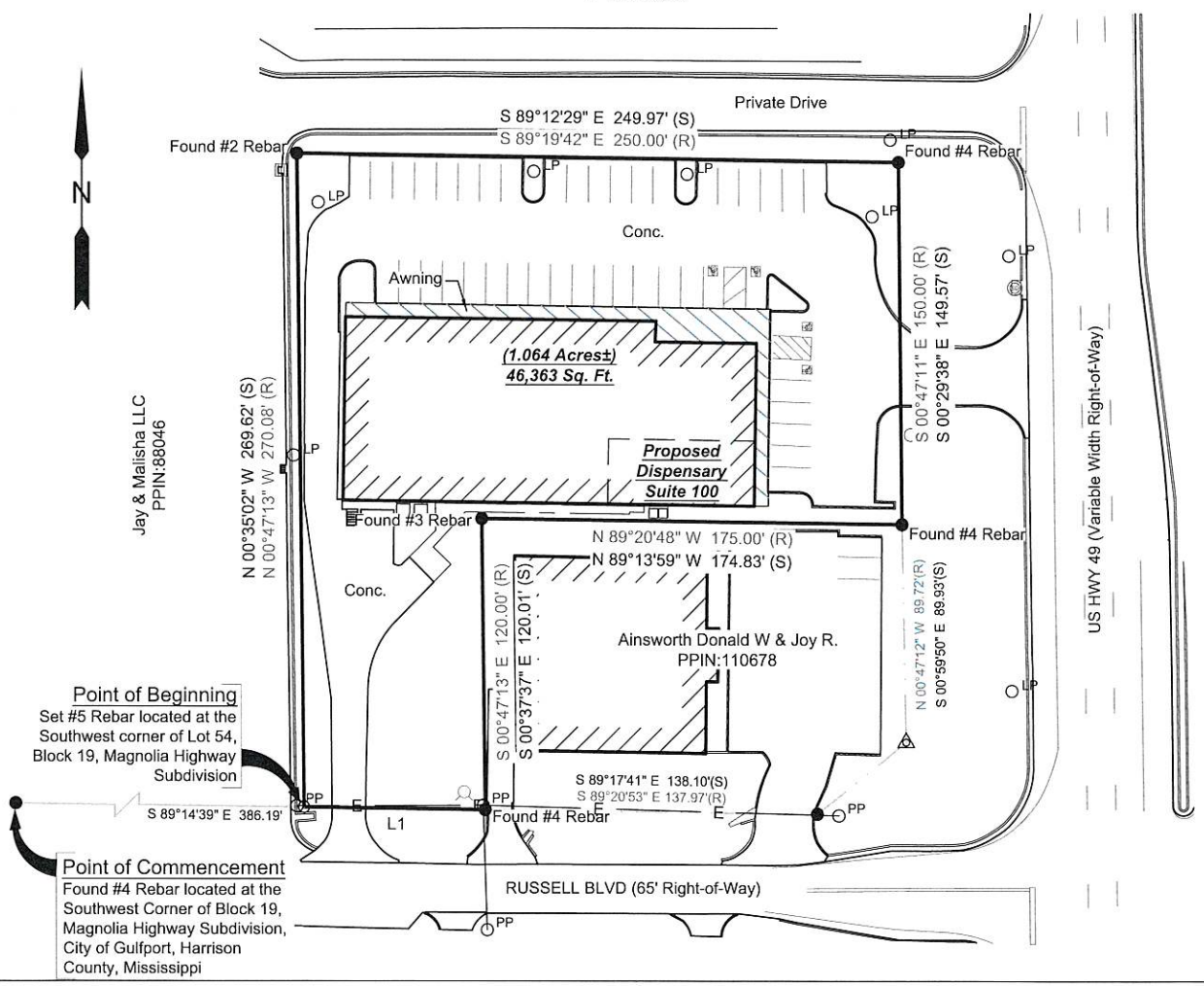
Barscale
1"=50'

Line Table (S)

LINE	BEARING	DISTANCE
L1	N 89°10'51" W	74.99'

Line Table (R)

LINE	BEARING	DISTANCE
L1	N 89°20'49" W	75.00'



General Notes

Underground utilities were not located for the purposes of this survey and all utility companies should be notified prior to commencement of any digging.

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 values derived from the Gulf Coast Geospatial Center virtual network managed by USM - Station Name/ID Saucier/RTCM0072. The values for the Saucier Station are as follows:
Latitude N 30° 31' 41.60601"
Longitude W 89° 06' 39.74186"
Ellipsoid Height -8.335 (m)

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

The Surveyed Property has an assigned street address of 9113 Highway 49, Suite 100, Gulfport, MS.

Materials used in preparation of this plat:
Warranty Deed- Instrument 2016 2043 D - J1
Subdivision Plat - MB. 500 P-207 & DB 1071 P-347

Certification

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 15, 2017 for a Class B Survey.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Date of Field Surveys: June 9th, 2022

Date: June 22nd, 2022

Christopher Drew Pesnell, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3021

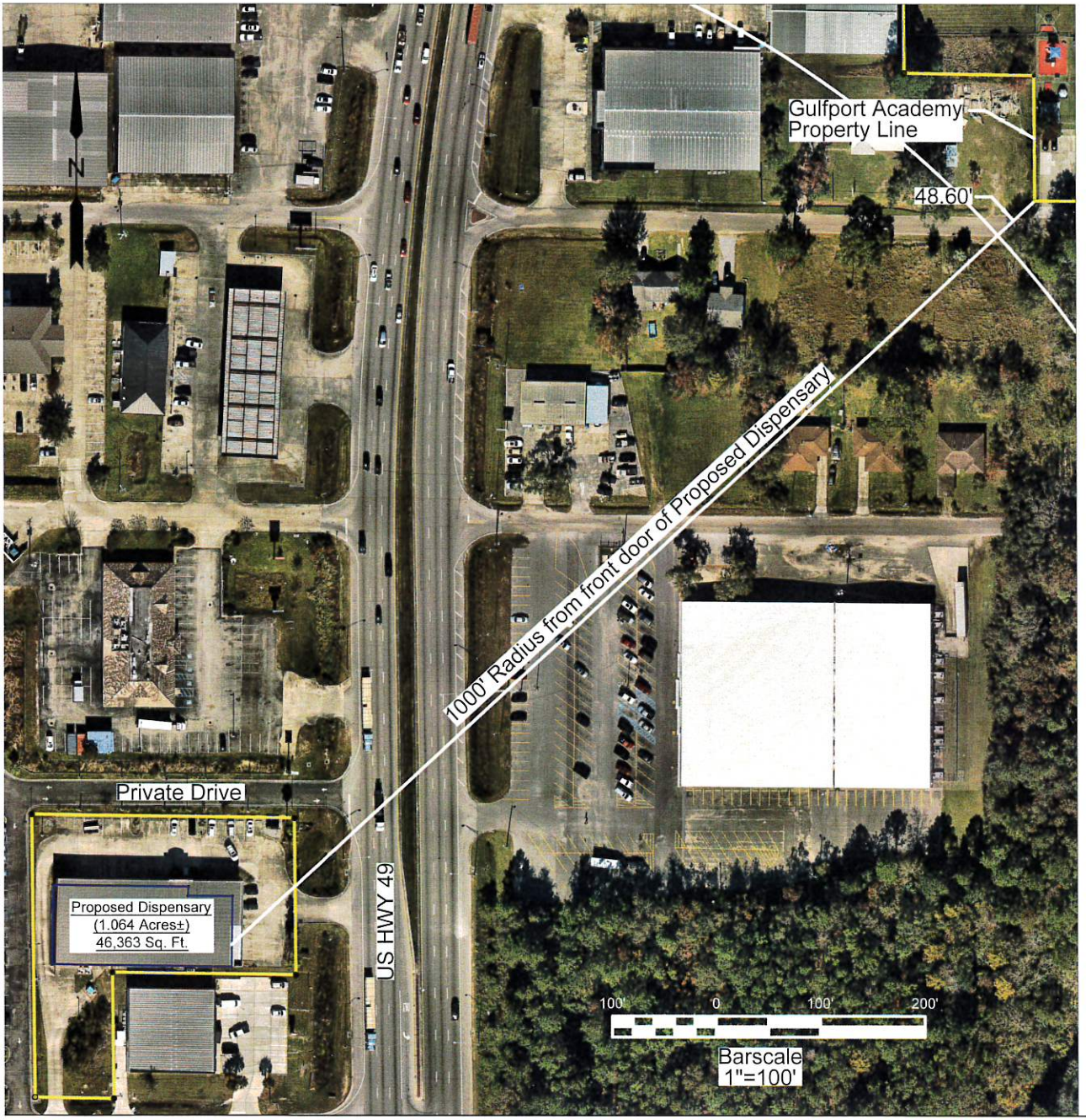
CHRISTOPHER D. PESNELL
LICENSED PROFESSIONAL
SURVEYOR
PS 3021
STATE OF MISSISSIPPI

Based on a visual field inspection of signage on the date of field surveys and review of online tax parcel maps managed by GEO Jobe GIS Consulting for Harrison County on June 9th, 2022, there appears to be no evidence of an existing SCHOOL, CHURCH or CHILD CARE facility within 1,000 feet of the main point of entry to the property shown hereon and captioned in the image to the left, however, Maptech, Inc. makes no representation, warranty, or guaranty with regard thereto, and Maptech, Inc's visual inspection and review is not intended to relieve the Owner and/or Client from any additional required due diligence required by applicable law. This survey recognizes a childcare facility lying Northeast of the entryway to the proposed dispensary and is measured 1048.60 feet to the nearest property line or corner. (see sheet 2)

MAPTECH, INC.
Surveying Mapping Remote Sensing
3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

Boundary Retracement Survey
of
1.064 Acres±
Located in the
Southwest Quarter of Southeast Quarter, Section 21,
Township 7 South, Range 11 West,
Harrison County, Mississippi

DRAWING No.: MT22027_Master.dwg		JOB No.: MT.22027.000
DRAWN BY: J. Byrd		CHECKED BY: C. D. Pesnell
SCALE: 1"=50'	DATE: 22 June 2022	SHEET 1 of 2



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Date of Field Surveys: June 9th, 2022

Date: June 22nd, 2022

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Licensed Professional Surveyor
State Of Mississippi Number: PS3021

CHRISTOPHER D. PESNELL
LICENSED PROFESSIONAL
SURVEYOR
PS 3021
STATE OF MISSISSIPPI

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MAPTECH, INC.
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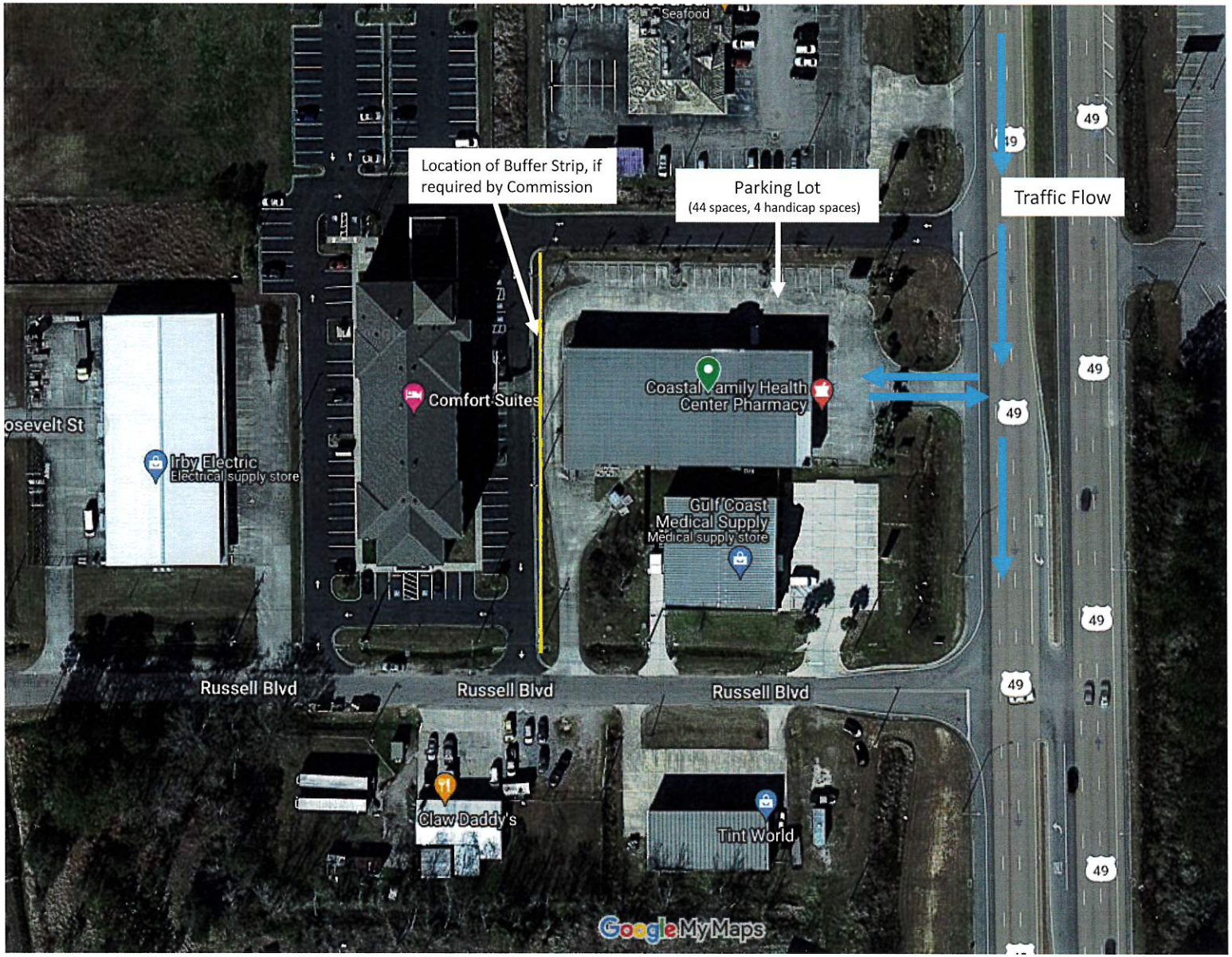
3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

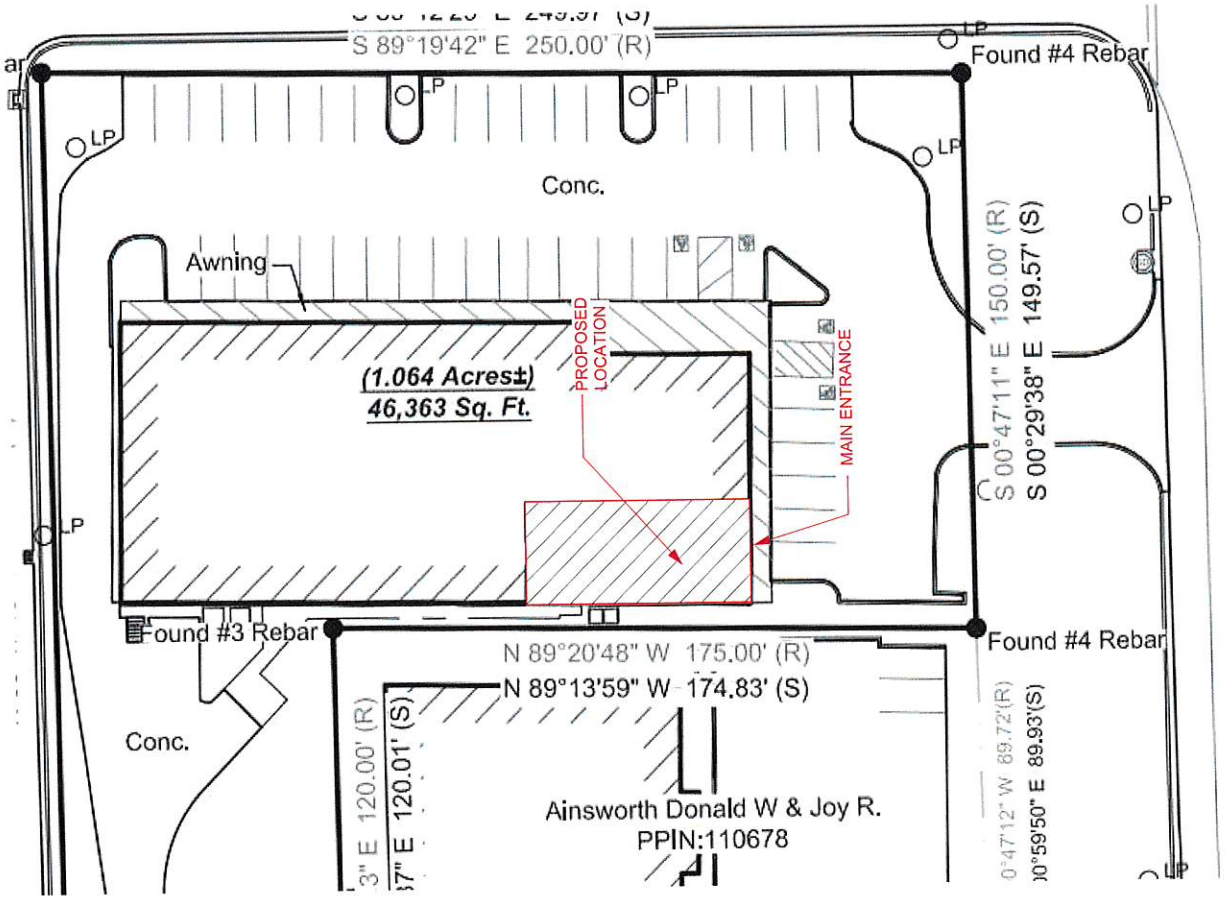
Boundary Retracement Survey
of
1.064 Acres±

Located in the
Southwest Quarter of Southeast Quarter, Section 21,
Township 7 South, Range 11 West,
Harrison County, Mississippi

DRAWING No.: MT22027_Master.dwg	JOB No.: MT.22027.000	
DRAWN BY: J. Byrd	CHECKED BY: C. D. Pesnell	
SCALE: 1"=100'	DATE: 22 June 2022	SHEET 2 of 2


Location of Buffer Strip, if required by Commission
Parking Lot
(44 spaces, 4 handicap spaces)
Traffic Flow
Seafood
Comfort Suites
Coastal Family Health Center Pharmacy
Irby Electric
Electrical supply store
Gulf Coast Medical Supply
Medical supply store
Russell Blvd
Russell Blvd
Russell Blvd
Claw Daddy's
Tint World
49
Google My Maps

AMY TRIM
ARCHITECTURE
MISSISSIPPI LICENSE #5565 AMY@AMYTRIMARCHITECTURE.COM



GULFPORT PREMISE DIAGRAM

Lorrie Driver Interior Design, LLC
Lorre Driver, IIDA
PO Box 372
Flora, MS 39071

ldriver@ld-intdesign.com
601-594-3861

GREENWISE MISSISSIPPI

PROJECT LDID

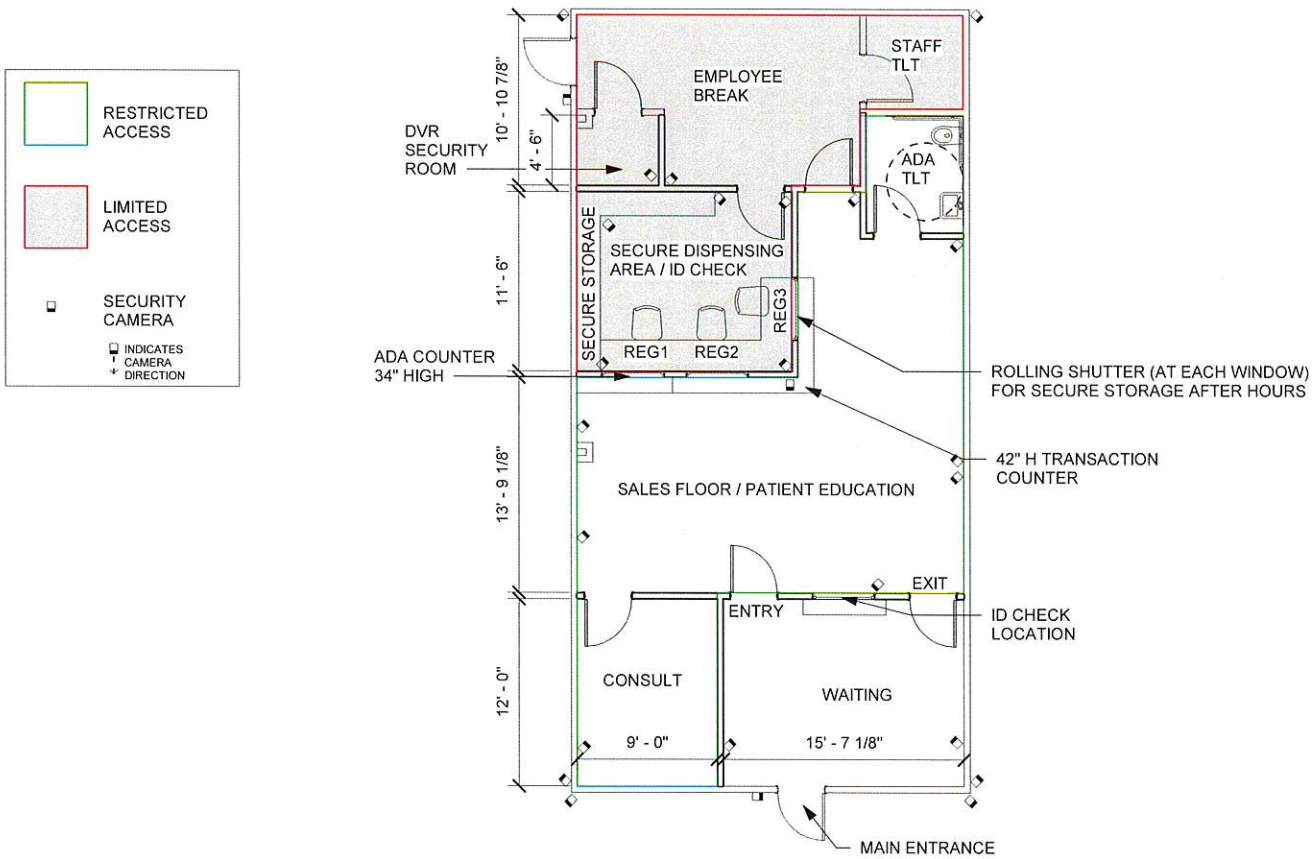
PREMISE DIAGRAM

ISSUE DATE
JUNE 29, 2022

REVISED DATE

G1

AMY TRIM
ARCHITECTURE
MISSISSIPPI LICENSE #5565 AMY@AMYTRIMARCHITECTURE.COM



1 **GULFPORT**

1/8" = 1'-0"

Lorrie Driver Interior Design, LLC
Lorre Driver, IIDA
PO Box 372
Flora, MS 39071

ldriver@ld-intdesign.com
601-594-3861

GREENWISE MISSISSIPPI

PROJECT LDID

FLOOR PLAN

ISSUE DATE
JUNE 29, 2022

REVISED DATE

G2

COPY

PREPARED BY:
Michael J. Yentzen
Esplanade Land & Title Co., LLC
1914 24th Avenue
Gulfport, MS 39501
(228) 594-8860
MS Bar # 100866

RETURN TO:
Michael J. Yentzen
Esplanade Land & Title Co., LLC
1914 24th Avenue
Gulfport, MS 39501
(228) 594-8860

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

For and in consideration of the sum of TEN AND NO/100THS DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all which is hereby acknowledged,

HOPKINS BLVD., INC.
A MISSISSIPPI CORPORATION
13134 TYLER CIRCLE
GULFPORT, MS 39503
PHONE: 228.214.0272

does hereby sell, convey, and warrant unto
OASIS REAL ESTATE INVESTMENTS, INC.
A MISSISSIPPI CORPORATION
239 COWAN ROAD
GULFPORT, MS 39507
PHONE: 228.297.8111

the following described land and property, lying and being situated in Harrison County,

Mississippi, First Judicial District, more particularly and certainly described as follows:
(See Exhibit A attached)(Page 3)
Indexing instructions: Lots 12 thru 21 and Lots 54 thru 56 in Block 19, and a portion of vacated Roosevelt Street of the Magnolia Highway Subdivision in the First Judicial District of Harrison County, Mississippi.

This conveyance is subject to all covenants, restrictions, easements, rights of way and other matters of record.

Ad Valorem taxes for the current year are prorated and assumed by the Grantee. It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, the Grantor agrees to pay said Grantee or its assigns any deficit on actual proration.

WITNESS the signature of the Grantor on this the 1st day of April, 2016.

HOPKINS BLVD., INC.

James M. Peresich Pres. Dir

JAMES M. PERESICH, DIRECTOR/PRESIDENT – GRANTOR

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the above mentioned county and state, JAMES M. PERESICH, who acknowledged that he is the DIRECTOR/PRESIDENT of HOPKINS BLVD., INC. a Mississippi Corporation, and that he signed, executed and delivered the above and foregoing instrument in said capacity as and for the act and deed of HOPKINS BLVD., INC. after having been duly and officially authorized to so act.

GIVEN under my hand and official seal of office this the 1st day of April, 2016.

MY COMMISSION EXPIRES:

MAY 26, 2018

NOTARY PUBLIC

(SEAL)

STATE OF MISSISSIPPI
MICHAEL J. VENTZEN
NOTARY PUBLIC
ID No. 81228
My Commission Expires
May 26, 2018
HARRISON COUNTY

EXHIBIT "A"

LEGAL DESCRIPTION: A PARCEL OF REAL PROPERTY COMPRISED OF LOTS 12 THRU 21 AND LOTS 54 THRU 56, BLOCK 19, AND A PORTION OF VACATED ROOSEVELT STREET, OF THE MAGNOLIA HIGHWAY SUBDIVISION AS PER THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK FOR THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI.

ALSO DESCRIBED AS LOT 3A ON THE CERTIFICATE OF RE-SUBDIVISION OF THE PROPERTY OF HARKINS DEVELOPMENT CORPORATION APPROVED BY THE CITY COUNCIL FOR THE CITY OF GULFPORT AT THE MEETING OF THE MAYOR AND CITY COUNCIL ON FEBRUARY 21, 2006, IN CASE FILE NUMBER 0601PC009 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE POINT OF INTERSECTION OF THE EAST MARGIN OF OLD HIGHWAY 49 WITH THE NORTH MARGIN OF RUSSELL BOULEVARD ALSO BEING THE SOUTHWEST CORNER OF LOT 42 IN BLOCK 19 OF THE MAGNOLIA HIGHWAY SUBDIVISION IN THE CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI; THENCE SOUTH 89 DEGREES 20 MINUTES 49 SECONDS EAST A DISTANCE OF 386.01 FEET ALONG THE NORTH MARGIN OF RUSSELL BOULEVARD TO AN IRON ROD SET AT THE SOUTHWEST CORNER OF LOT 54 IN BLOCK 19 OF SAID MAGNOLIA HIGHWAY SUBDIVISION AS THE POINT OF BEGINNING:

THENCE NORTH 00 DEGREES 47 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 270.08 FEET TO AN IRON ROD SET; THENCE SOUTH 89 DEGREES 19 MINUTES 42 SECONDS EAST FOR A DISTANCE OF 250.00 FEET TO AN IRON ROD SET ON THE WEST MARGIN OF U.S. HIGHWAY 49; THENCE ALONG SAID WEST MARGIN, SOUTH 00 DEGREES 47 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 150.00 FEET TO AN IRON ROD FOUND; THENCE NORTH 89 DEGREES 20 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 175.00 FEET TO AN IRON ROD FOUND; THENCE SOUTH 00 DEGREES 47 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 120.00 FEET TO AN IRON ROD FOUND ON THE NORTH MARGIN OF RUSSELL BOULEVARD; THENCE ALONG SAID NORTH MARGIN NORTH 89 DEGREES 20 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.067 ACRES.

BEING THE SAME PROPERTY SURVEYED BY PATRICK M. MARTINO DATED 03/06/06 (SEE ATTACHED COPY OF SAID SURVEY).

CORPORATE RESOLUTION TO CONVEY REAL PROPERTY

CORPORATION: **HOPKINS BLVD., INC.**
9113 HIGHWAY 49, SUITE 300
GULFPORT, MISSISSIPPI 39503

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE CORPORATION'S EXISTENCE. The complete and correct name of the Corporation is Hopkins Blvd., Inc. ("Corporation"). The Corporation is a corporation for profit which is, and at all times has been, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Mississippi. The Corporation is duly authorized to transact business in all states in which the Corporation is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Corporation is doing business. The Corporation has the full power and authority to own its properties and to transact the business in which it is presently engaged. The Corporation maintains an office at 9113 Highway 49, Gulfport, Mississippi, 39503.

OFFICERS. The following named person is the sole Director and Officer of Hopkins Blvd., Inc.

NAME	TITLE	AUTHORIZED	ACTUAL SIGNATURE
James M Peresich	Director/President	Y	X

RESOLUTIONS ADOPTED. At a meeting of the sole Director of the Corporation, by duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

ACTIONS AUTHORIZED. The authorized person listed above may execute any and all documents necessary or desirable, to grant, sell, bargain and convey the real property and improvements located thereon located at 9113 Highway 49, Gulfport, Mississippi, 39503 to Clifford Frisby or his designee ("Buyer") pursuant to the terms and conditions of that certain Commercial Purchase and Sale Agreement entered into between the Corporation and Clifford Frisby for the sum of $790,000.00 dated as of January 20, 2016 and may enter into any agreements of any nature with Buyer, and those agreements will bind the Corporation. The authorized person listed above may execute any and all documents necessary or desirable to disburse the sales proceeds to creditors of the Corporation.

SALE OF SUBSTANTIALLY ALL ASSETS. To the extent required by the Mississippi Business Corporation Act, the Director and sole Shareholder of the Corporation has authorized and approved the sale of substantially all of the assets of the Corporation.

CERTIFICATION CONCERNING OFFICERS AND RESOLUTIONS. The officer named above has been duly elected, appointed, or employed by or for the Corporation, as the case may be, and occupies the position set opposite his name. This Resolution now stands of record on the books of the Corporation, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

NO CORPORATE SEAL. The Corporation has no corporate seal, and therefore, no seal is affixed to this Resolution.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Buyer and his agents may rely on same.

IN TESTIMONY WHEREOF, I attest that the signatures set opposite the name listed above is his genuine signature.

I have read all the provisions of this Resolution, and certify that all statements and representations made in this Resolution are true and correct.

CERTIFIED TO AND ATTESTED BY:

William J. Little Jr.

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for said county and state, on this 30th day of March, 2016, within my jurisdiction, the within named William J. Little, Jr., who acknowledged that he executed the above and foregoing instrument.

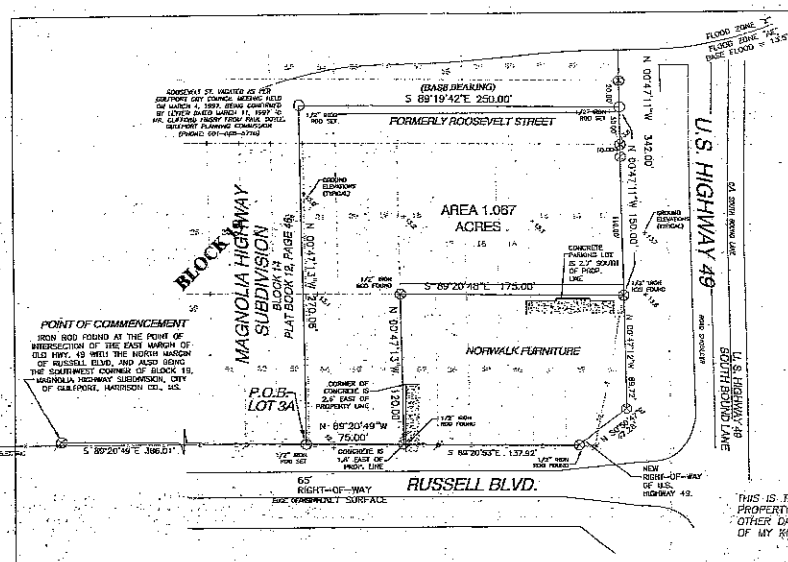
Monica L. Gloston
NOTARY PUBLIC

My commission expires:

September 9, 2018

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 110115
MONICA L. GLOSTON
Commission Expires
Sept. 9, 2018
HARRISON COUNTY

NEW LOT
3A



REFERENCE MATERIALS:

1.) MAGNOLIA HIGHWAY SUBDIVISION PLAT IN BOOK 12, PAGE 46.
2.) PRIOR SURVEYS BY L.P. STENUM & ASSOCIATES DATED JULY 9, 1995.
3.) DEED FURNISHED BY CLIENT DATED JULY 9, 1995.
4.) PRIOR REPLAT BY L.P. STENUM & ASSOCIATES, DATED AUGUST 12, 2003.

LEGEND:

- IRON ROD FOUND
- IRON PIPE FOUND
- IRON ROD SET
- SPIKE FOUND
- SPIKE SET
- CONCRETE MONUMENT FOUND
- CONCRETE MONUMENT SET
- LEGEND NOT FOUND
- AS PER SURVEY

NORTH

SCALE:
1" = 40'

NOTE:

THIS SURVEY IS SUBJECT TO ALL APPLICABLE GOVERNMENTAL REGULATIONS, BUILDING OR OTHER RESTRICTIONS, LEGAL RESTRICTIONS OF ANY NATURE AND FURTHER SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIVE COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

PATRICK M. MARTINO
PROFESSIONAL LAND SURVEYOR

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

PATRICK M. MARTINO, P.L.S. 2838 — 3/06/06 DATE OF FIELD SURVEY

LEGAL DESCRIPTION: LOT 3A

A parcel of real property comprised of Lots 12 thru 21 and Lots 54 thru 56, in Block 19, and a portion of vacated Roosevelt Street, of the Magnolia Highway Subdivision as per the official map or plat thereof on file and of record in the office of the Chancery Clerk for the First Judicial District of Harrison County, Mississippi.

Also described as: Commencing at an iron rod found at the point of intersection of the East margin of Old Highway 49 with the North margin of Russell Boulevard also being the Southwest corner of Lot 42 in Block 19 of the Magnolia Highway Subdivision in the City of Gulfport, Harrison County, Mississippi; THENCE, South 89 degrees 20 minutes 49 seconds East a distance of 386.01 feet along the north margin of Russell Boulevard to an iron rod set at the Southwest corner of Lot 54 in Block 19 of said Magnolia Highway Subdivision as the point of beginning;

Thence North 00 degrees 47 minutes 13 second West for a distance of 270.08 feet to an iron rod set; Thence South 89 degrees 19 minutes 42 seconds East for a distance of 250.00 feet to an iron rod set on the West margin of U.S. Highway 49; Thence along said West margin, South 00 degrees 47 minutes 11 seconds East for a distance of 150.00 feet to an iron rod found; Thence North 89 degrees 20 minutes 49 seconds West for a distance of 175.00 feet to an iron rod found; Thence South 00 degrees 47 minutes 13 seconds East for a distance of 120 feet to an iron rod found on the North margin of Russell Boulevard; Thence along said North margin North 89 degrees 20 minutes 49 seconds West for a distance of 75.00 feet to the point of beginning, containing 1.087 acres.

THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY CLIENT, WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR AN ENVIRONMENTAL STUDY.	THIS PROPERTY IS LOCATED IN FIRM ZONE "AE SEEMAN HEREON" ACCORDING TO MAP NUMBER 28047C0030D & 28047C0040D, DATED OCTOBER 4, 2002.
CLIENT: HARKINS DEVELOPEMENT	SURVEY CLASS "B" — BEARINGS SHOWN HEREON ARE DERIVED BY: RECORDED SUBDIVISION PLAT OF MAGNOLIA HIGHWAY
CREW CHIEF: PMM	SCALE: 1"=100'
DRAWN BY: PMM	
DRAWING # PS580C.DWG	
DATE: 2/5/06	
REVISED:	

PATRICK M. MARTINO, PLS
8031 FRANK HUDSON ROAD
BILOXI, MISSISSIPPI 39532
PHONE: 396-2283
PROFESSIONAL LAND SURVEYOR

1"=C1 EXISTING SITE PLAN / SURVEY

1"=40'-0"

Young Engineering Services
Allen M. Young, P.E.
Post Office Box 2936
Gulfport, MS 39505
STRUCTURAL/CIVIL ENGINEERING
Ph.: (228) 896-0234
Fax: (228) 896-8316
Cell: (228) 861-4840

COWART ARCHITECTS, PC
710 PORTER AVE.
OCEAN SPRINGS, MS 39564
(228) 872-1801 (228) 872-1843

REVISIONS:

HOPKINS BLVD.
HOME ACCENTS
FURNITURE, ACCESSORIES GIFTS & GARDEN

EXISTING SITE CONDITIONS

DATE: 10/10/06
PROJ. NO: 6075
DRAWN: AY
CHECKED: AY

SHEET NO.
C1

MISSISSIPPI COMMERCIAL LEASE

This lease agreement is entered into on this the 1st day of June, 2022, by and between:
OASIS REAL ESTATE INVESTMENTS, INC. (hereinafter called "LESSOR"), whether one or more, and
GREENWISE LLC / EIN# 88-2414034 (hereinafter called "LESSEE"), whether one or more. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LESSOR and LESSEE do hereby covenant, contract and agree as follows:

1. **PREMISES AND TERM:** LESSOR, hereby leases to LESSEE for the term commencing on the 1st day of June, 2022 and ending on the 31st day of May, 2025, (the "TERM") the following described premises in its present condition, located at 9113 HWY 49 SUITE 100 in Harrison County, Mississippi: The leased property is depicted on the drawings and photographs attached hereto as "EXHIBIT A".
(hereinafter called the "PREMISES or LEASED PREMISES").

2. **RENEWAL:** LESSOR hereby agrees to offer two separate three year extensions on the following terms: a. a minimum of thirty days' prior written notice from LESSEE to LESSOR is required prior to extension of the prior lease term in order to effect each extension, and b. the monthly rent for the first extension shall be $1,500.00 and the monthly rent for the second extension shall be $1,700.00.

3. **RENT:** The LESSEE covenants to pay to LESSOR as Rent the sum of **One Thousand Two Hundred Dollars ($1,200.00)** per month, (hereinafter "the Rent"), in advance without demand on or before the first day of each month at the office of the LESSOR.

The LESSEE shall pay the Rent when due and payable, without any setoff, deduction or prior demand whatsoever. Any payment by LESSEE or acceptance by LESSOR of a lesser amount than shall be due from LESSEE to LESSOR shall be treated as payment on account. The acceptance by LESSOR of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and LESSOR may accept such check without prejudice to any other rights or remedies which LESSOR may have against LESSEE.

4. **LATE CHARGES:** LESSEE shall pay a late charge in the amount of **$84.00** (7%) of the outstanding delinquent balance for any payment of the rent not made within 5 days after the due date to cover the extra expense involved in handling late payments. This charge is in addition to any other rights or remedies of the LESSOR.

5. **UTILITIES:** LESSEE shall be responsible for all charges for utilities for the PREMISES on a monthly basis for the entire term of this lease, including any extensions.

6. **CONDITION OF PREMISES; USE OF PREMISES:** LESSOR agrees that LESSEE, upon paying the rent and on performing all terms of this lease, shall peaceably enjoy the Leased Premises during the term of this lease. By occupying the Leased Premises as a tenant, LESSEE shall be deemed to have accepted the same and to have acknowledged that the Premises are in the condition required by this lease.

LESSEE acknowledges that LESSEE has examined and knows the condition of the Leased Premises, and has received the same in good order and repair, and agrees:

(a) To use these Leased Premises only for **"MEDICAL CANNIBIS DISPENSARY ."**
(b) To surrender the Leased Premises to LESSOR at the end of the Term or any renewal without the necessity of any notice from either LESSOR or LESSEE to terminate the same, and LESSEE hereby expressly waives all right to any notice which may be required under any laws now or hereafter enacted and in force.
(c) To surrender possession of these Leased Premises at the expiration of this lease without further notice to quit, in as good condition as reasonable use will permit.
(d) To keep the Premises in good condition and repair at LESSEE's own expense, except repairs which are the duty of LESSOR.
(e) To perform, fully obey and comply with all ordinances, rules, regulations and laws of all public authorities, boards and officers relating to the use of the Premises.
(f) Not to make any occupancy of the Leased Premises contrary to law or contrary to any directions, rules, regulations, regulatory bodies, or officials having jurisdiction or which shall be injurious to any person or property.
(g) Not to permit any waste or nuisance.
(h) Not to use the Leased Premises for living quarters or residence.

LESSEE shall pay (a) for any expense, damage or repair occasioned by the stopping of waste pipes or overflow from bathtubs, closets, washbasins, basins or sinks, and (b) for any damage to window panes, window shades,

curtain rods, wallpaper, furnishings, or any other damage to the interior of the Leased Premises.

Any signage must be preapproved by LESSOR. Any signs placed upon or about such Leased Premises shall, upon the end of the Term of the lease or upon the earlier termination, be removed by LESSEE, and LESSEE shall repair any damage to the Leased Premises which shall be occasioned by reason of such removal.

At all times, LESSEE shall keep the sidewalks, if any, in front of or adjoining the Leased Premises clean and in a sightly and sanitary condition.

All repairs, except those specific repairs set forth below which are the responsibility of the LESSOR, shall be made by the LESSEE at its own expense. If the LESSOR pays for the same or any part thereof, LESSOR shall be reimbursed by LESSEE for such amount.

The LESSOR shall be responsible for making only the following repairs [check those that apply]:

[ ] sprinkler system
[X] heating, ventilating or air-conditioning system serving the Premises if, and to the extent, installed by LESSOR in excess of $500.00 per occurrence, and
[X] structural repairs to exterior walls, structural columns and structural floors which collectively enclose the Premises (excluding, however, storefronts), and
[X] the roof over the Premises.
[ ] Other: _____
[ ] Other: _____
[ ] Other: _____

LESSEE shall give LESSOR notice of the necessity for such repairs and that such repairs did not arise from nor were they caused by the negligence or willful acts of LESSEE, its agents, concessionaires, officers, employees, licensees, invitees, or contractors.

7. **FIXTURES AND TRADE FIXTURES.** LESSEE shall make no changes, improvements, alterations, or additions to the Leased Premises unless such changes, improvements, alterations, or additions: (a) are first approved in writing by LESSOR; (b) are not in violation of restrictions placed thereon by the investor financing the construction of the building; and (c) will not materially alter the character of such premises and will not substantially lessen the value of the Leased Premises. LESSOR may not unreasonably withhold approval, and if there is a dispute as to reasonableness, it shall be determined by arbitration.

All improvements made by LESSEE to the Premises which are so attached to the Premises that they cannot be removed without material injury to the Premises, shall become the property of LESSOR upon installation. Not later than the last day of the Term, LESSEE shall, at LESSEE's expense, remove all of LESSEE's personal property and those improvements made by LESSEE which have not become the property of LESSOR, including trade fixtures, cabinetwork, movable paneling, partitions, and the like; repair all injury done by or in connection with the installation or removal of such property and improvements; and surrender the Premises in as good condition as they were at the beginning of the Term, reasonable wear, and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by LESSEE or LESSEE's agents, employees, visitors, or licensees, excepted. All property of LESSEE remaining on the Premises after the last day of the Term of this lease shall be conclusively deemed abandoned and may be removed by LESSOR, and LESSEE shall reimburse LESSOR for the cost of such removal.

8. **SECURITY DEPOSIT:** The LESSEE, contemporaneously with the first Rent installment, agrees to deposit with the LESSOR Twelve Hundred Dollars ($1,200.00) which sum shall be held by the LESSOR as security for the full faith and performance by LESSEE of all of the terms, covenants and conditions of this lease by LESSEE.

The security deposit shall be held, applied to damages or rent and returned to LESSEE all in accordance with the laws of the state where the Leased Premises are located and in force at the time of execution of this lease.

9. **LESSOR'S LIEN:** As additional security, LESSEE acknowledges, to the extent allowed by applicable law, the LESSOR'S right to hold and sell with due legal notice all property on or to be brought on the Premises in order to satisfy unpaid Rent, expenses, and utilities. No property of LESSEE brought onto the Leased Premises shall be removed by LESSEE other than in the ordinary course of business as long as LESSEE is in default in the terms of this lease.

10. **DEFAULT:** Each of the following shall be deemed an Event of Default:

a. Default in the payment of Rent or other payments hereunder.
b. Default in the performance or observance of any covenant or condition of this lease by the LESSEE to be performed or observed.
c. Abandonment of the premises by LESSEE.
d. The filing or execution or occurrence of:
   i. Filing a Petition in bankruptcy by or against LESSEE.
   ii. Filing a petition or answer seeking a reorganization, arrangement, composition,

readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act.

iii. Adjudication of LESSEE as a bankrupt or insolvent; or insolvency in the bankruptcy equity sense.

iv. An assignment for the benefit of creditors whether by trust, mortgage, or otherwise.

v. A petition or other proceeding by or against LESSEE for, or the appointment of, a trustee, receiver, guardian, conservator or liquidator of LESSEE with respect to all or substantially all its property.

vi. A petition or other proceeding by or against LESSEE for its dissolution or liquidation, or the taking of possession of the property of the LESSEE by any governmental authority in connection with dissolution or liquidation.

11. NOTICE OF DEFAULT. The parties are desirous of giving one another fair notice of any default before termination or other action under this lease requiring such notice. In the event of an act of default with respect to any provision of this lease, neither party can institute legal action with respect to such default without first complying with the following conditions:

a. Notice of such event of default must be in writing and must either be hand delivered, mailed to the other party by U.S. Certified Mail, return receipt requested, or if unable to provide notice by these methods, if notice is from LESSOR to LESSEE by posting the notice on the front door of the Leased Premises;

b. Such written notice shall set forth the nature of the alleged default in the performance of the terms of this lease and shall designate the specific paragraph(s) therein which relate to the alleged act of default;

c. Such notice shall also contain a reasonably understandable description of the action to be taken or performed by the other party in order to cure the alleged default and the date by which the default must be remedied, which date can be not less than 30 business days from the date of mailing the notice of default.

If LESSEE fails to pay rent when due, LESSOR may serve LESSEE with a three (3) day Notice of Default requiring LESSEE to pay in full within three (3) days or surrender the premises.

12. TERMINATION. Upon occurrence of any Event of Default, and after proper notice of default has been given, LESSOR may, at its option, in addition to any other remedy or right given hereunder or by law; Give notice to LESSEE that this lease shall terminate upon the date specified in the notice..

The foregoing provisions for the termination of this lease shall not operate to exclude or suspend any other remedy of the LESSOR for breach, or for the recovery of said Rent for the full term.

If this lease is continued without an express written agreement, then LESSEE's tenancy shall be from month to month only. In this event, LESSEE shall be entitled to possession until LESSOR has given LESSEE seven (7) days notice that such month to month tenancy shall be terminated. (See paragraph 22).

13. ACCELERATION. LESSEE expressly agrees and understands that upon LESSOR'S termination of this Lease for cause, the entire remaining balance of unpaid Rent for the remaining term of this Lease shall **ACCELERATE**, whereby the entire sum shall become immediately due, payable, and collectable. To the extent allowed by law, LESSOR may hold the portion of LESSEE'S security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated Rent.

14. REPOSSESSION. Upon termination of this lease as provided herein, or pursuant to statute, or by summary proceedings or otherwise, the LESSOR may enter forthwith, without further demand or notice to LESSEE, and resume possession of the Leased Premises. In no event shall such re-entry or resumption of possession or re-letting as hereafter provided be deemed to be acceptance or surrender of this lease or a waiver of the rights or remedies of LESSOR hereunder, unless such resumption of possession be pursuant to LESSOR's termination without cause.

15. DEFAULT BY LESSOR. In the event of any default by LESSOR, LESSEE, before exercising any rights that it may have at law to cancel this lease, must first send notice by registered or certified mail, or hand delivery, to LESSOR, and shall have offered LESSOR thirty (30) days in which to correct and cure the default or commence a good faith effort to cure such default.

16. RELETTING AFTER TERMINATION. Upon termination of this lease in any manner above provided, LESSOR shall use reasonable efforts to re-let the Premises.

17. DAMAGES. Upon termination of this lease in any manner above provided, or by summary proceedings or otherwise, LESSEE shall pay to LESSOR without demand or notice the following:

(a) All Rent and other payments accrued to the date of such termination and a proportionate part of the rent otherwise payable for the month in which such termination occurs.
(b) All future Rent and other payments to be due under the terms of this lease to the extent Landlord has not been able to offset same by re-letting the Premises within 30 days of termination.
(c) The costs of making all repairs, alterations and improvements required to be made by LESSOR hereunder, and of performing all covenants of LESSEE relating to the condition of the Premises during the Term and upon expiration or sooner termination of this lease, such costs to be deemed prima facie to be the costs estimated by a reputable architect or contractor selected by LESSOR or the amounts actually expended or incurred thereafter by LESSOR.
(d) The attorneys' fees and other costs incurred by LESSOR as a result of LESSEE's action or inaction.

18. EXCLUSIVITY OF LESSOR'S REMEDIES: The receipt of Rent after default, or after judgment or after execution, shall not deprive the LESSOR of other actions against the LESSEE for possession or for Rent or for damages, and all such remedies are non-exclusive and can be exercised concurrently or separately as LESSOR desires.

19. LESSOR NOT LIABLE FOR INJURY OR DAMAGE TO PERSONS OR PROPERTY: The LESSOR shall not be liable for any injury or damage to any person or to any property at any time on said Premises or building from any cause whatever that may at any time exist from the use or condition of the Premises or building from any cause, during the Term or any renewal of this lease.

20. TAXES: Property taxes on the Leased Premises shall be responsibility of LESSOR. Taxes on the personal property of Lessee shall be the responsibility of LESSEE. All other taxes shall be the responsibility of the party incurring same.

21. RIGHT OF RE-ENTRY. LESSOR shall have the right, by itself or agent or with others, to enter the Premises at reasonable hours to examine or exhibit the premises, or to make such repairs and alterations as shall be deemed necessary for the safety and preservation of the building, to inspect and examine, to post such notices as LESSOR may deem necessary to protect LESSOR against loss from liens of laborers, materialmen or others, and for the purpose of permitting or facilitating LESSOR's performance of its obligations hereunder, or for any other reasonable purpose which does not materially diminish LESSEE's enjoyment or use of the Leased Premises.

22. HOLDOVER. If LESSEE shall holdover after the expiration of the Term hereof, with the consent of LESSOR, express or implied, such tenancy shall be from month to month only, and not a renewal hereof; and LESSEE agrees to pay Rent and all other charges as provided herein, and also to comply with all covenants of this lease for the time LESSEE holds over. LESSEE shall be entitled to possession until LESSOR has given LESSEE seven (7) days notice that such month to month tenancy shall be terminated; otherwise, notice is only required as hereinafter provided as notice of default.

If LESSEE shall hold over without the consent of LESSOR, express or implied, then LESSEE shall be construed to be a tenant at sufferance at double the Rent herein provided, prorated by the day until possession is returned to LESSOR.

LESSEE'S holding over beyond the expiration of the notice period of a lawful Notice of Termination constitutes holding over without the consent of the LESSOR, and LESSEE shall be construed to be a tenant at sufferance, at double the Rent herein provided, prorated by the day until possession is returned to LESSOR, without limitation to LESSOR'S remedies and rights of recovery under applicable law.

23. NATURE OF RELATIONSHIP BETWEEN PARTIES. The sole relationship between the parties created by this agreement is that of LESSOR and LESSEE. Nothing contained in this lease shall be deemed, held, or construed as creating a joint venture or partnership between the parties.

24. RIGHT OF LESSOR TO PAY OBLIGATIONS OF LESSEE TO OTHERS. If LESSEE shall fail or refuse to pay any sums due to be paid by it under the provisions of this lease, or fail or refuse to maintain the Leased Premises or any part thereof as herein provided, then, and in such event, LESSOR, after 10 days notice in writing by LESSOR to LESSEE, shall have the right to pay any such sum or sums due to be paid by LESSEE and to do and perform any work necessary to the proper maintenance of the Leased Premises; and the amount of such sum or sums paid by LESSOR for the account of LESSEE and the cost of any such work, together with interest on such amount at the maximum legal rate from the date of payment by LESSOR until the repayment to LESSOR by LESSEE, shall be paid by LESSEE upon demand in writing. The payment by LESSOR of any such sum or sums or the performance by LESSOR of any such work shall be prima facie evidence of the necessity for such work.

25. MECHANICS AND OTHER LIENS IMPOSED BY LESSEE. LESSEE shall keep the Leased Premises and the improvements at all times during the term free of mechanics and materialmen's liens and other liens of like nature, other than liens created and claimed by reason of any work done by or at the instance of LESSOR, and at all times shall fully protect and indemnify LESSOR against all such liens or claims and against all attorneys' fees and other costs and expenses growing out of or incurred by reason or on account of any such liens or claims. Should LESSEE fail to fully discharge any such lien or claim, LESSOR, at its option, may pay the same or any part thereof, and LESSOR shall be the sole judge of the validity of such lien or claim.

All amounts so paid by LESSOR, together with interest the maximum legal rate from the time of payment by LESSOR until repayment by LESSEE, shall be paid by LESSEE upon demand, and if not so paid, shall continue to bear interest at the aforesaid rate, interest payable monthly, as additional rent.

26. CONDEMNATION CLAUSE: In the event that all or a part of the Premises is taken by eminent domain or conveyed in lieu of eminent domain, if the Leased Premises cannot reasonably be used by LESSEE for their intended purpose, then this lease will terminate effective as of the date that the condemning authority shall take possession of the same.

27. FIRE CLAUSE: The LESSEE agrees to notify LESSOR of any damages to the Leased Premises by fire or other hazard and also of any dangerous or hazardous condition within the Leased Premises immediately upon the occurrence of such fire or other hazard or discovery of such condition.

Upon occurrence of a fire, repairs shall be made by LESSOR as soon as reasonably may be done unless the costs of repairing the Premises exceed 25% of the replacement cost of the building in which case the LESSOR may, at its option, terminate this lease by giving LESSEE written notice of termination within 30 days of the date of the occurrence.

If the LESSOR does not terminate this Lease pursuant to the paragraph above, then LESSOR has 30 days after the date of occurrence to give written notice to LESSEE setting forth its unqualified commitment to make all necessary repairs or replacements, the projected date of commencement of such repairs, and the LESSOR'S best good faith estimate of the date of completion of the same.

If the LESSOR fails to give such notice, or if the date of completion is more than 90 days after the date of the occurrence, then the LESSEE may, at its option, terminate this lease and the LESSOR will be obliged to refund to the LESSEE any rent allocable to the period subsequent to the date of the fire.

28. WAIVER OF NONPERFORMANCE: Failure of the LESSOR to exercise any of its rights under this lease upon nonperformance by the LESSEE of any condition, covenant or provision herein contained shall not be considered a waiver, nor shall any waiver of nonperformance of any such condition, covenant or provision by the LESSOR be construed as a waiver of the rights of the LESSOR as to any subsequent defective performance or nonperformance hereunder.

29. PAROL EVIDENCE CLAUSE: This instrument constitutes the final, fully integrated expression of the agreement between the LESSOR and the LESSEE, and it cannot be modified or amended in any way except in writing signed by the LESSOR and LESSEE.

30. SUBORDINATION: This lease is subordinate to the lien of all present or future mortgages that affect the Leased Premises and to all renewals, modifications, replacements and extensions of this lease. This clause shall be self-operative but in any event LESSEE agrees to execute promptly and deliver any estoppel certificate or other assurances that LESSOR may request in furtherance of this provision.

31. INSURANCE: LESSEE shall, during the entire term of the lease keep in full force and effect a policy of public liability insurance with respect to the property and the business operated by LESSEE in the property and which the limits of general liability shall be in the amount of one Million Dollars ($1,00,000,000) combined single limit, naming LESSOR as additional insured. Such coverage shall include a broad form general liability endorsement. The policy shall contain a clause that the LESSEE will not cancel or change the insurance without first giving the LESSOR ten (10) days prior written notice.

32. NOTICES. All notices and communications concerning this lease shall be mailed to the parties at the following addresses:

LESSOR	LESSEE
Oasis Real Estate Investments	Greenwise, LLC
Clifford Frisby	Stephanie Gray
2205 John Hill Blvd	505 Cobblestone Court,
Gulfport, MS 39501	Madison, MS 39110

33. SALE BY LESSOR. In the event of a sale or conveyance by LESSOR of all or part of the Leased Premises, the same shall operate to release LESSOR from any future liability upon any of the covenants or conditions, express or implied, herein contained in favor

of LESSEE, and in such event LESSEE agrees to look solely to the responsibility of the successor in interest of LESSOR in and to this lease. This lease shall not be affected by any such sale, and LESSEE agrees to attorn to the purchaser or assignee. LESSEE agrees to permit LESSOR, at any time within 60 days prior to the expiration of this lease, to place upon or in the window of the leased premises any usual or ordinary For Rent or similar sign and to allow prospective tenants, applicants or agents of LESSOR to enter and examine the Leased Premises during the last 60 days of the term hereof, and to permit LESSOR or LESSOR's agents, at any time during the term hereof, to conduct prospective purchasers through the Leased Premises during reasonable business hours.

34. **COURT ACTION, ATTORNEY'S FEES AND COSTS.** If, upon failure of either party to comply with any of the covenants, conditions, rules or regulations of and in this lease, and suit should be brought for damages on account, or to enforce the payment of Rent herein stipulated, or to recover possession of the Premises or to enforce any provision hereof, the losing party agrees to pay to the prevailing party reasonable costs and expenses incurred in prosecuting these suits.

35. **ASSIGNMENTS AND SUB-LEASE:** The LESSEE hereby agrees not to assign this lease voluntarily or involuntarily, nor to sub-lease the Premises or any part of the Leased Premises, without the written consent of the LESSOR, under penalty of instant forfeiture of this lease. All rights and liabilities herein given to or imposed upon either of the parties shall extend to the heirs, executors, administrators, successors and assigns of such party.

36. **INTERPRETATION.** Whenever any word is used in this agreement in the masculine gender, it shall also be construed as being used in the feminine and neuter genders, and singular usage shall include the plural and vice versa, all as the context shall require.

37. **MODIFICATION.** Any modification or amendment off this agreement shall be in writing and shall be executed by all parties.

38. **SEVERABILITY CLAUSE:** If any term, covenant, condition, or provision of this lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

39. **LAW TO APPLY:** This lease shall be construed under and in accordance with the laws of the State of Mississippi. Those laws shall govern every aspect of the enforcement of this lease.

40. **ADDENDUMS.** The following addendums are attached to this lease and shall be initialed by the parties. (Check all that apply or check none)

( ) Option to Purchase
( ) Arbitration Agreement
( ) Other: _____
( ) None

41. **OTHER PROVISIONS:**
(A) LESSEE shall not be responsible for obtaining insurance or paying utilities until LESSEE obtains a license as a dispensary from the MS Department of Revenue and receives approval from the city of Gulfport and Harrison County to operate a dispensary at the premises. During the pendency of LESSEE's license application and occupancy application, LESSEE shall have the ability to terminate this lease by giving seven days written notice to LESSOR prior to the due date of that month's rent in the event that LESSEE's licensure application is denied by the MS Department of Revenue or LESSEE's certificate of occupancy is denied by the city or county. Upon receipt of said license and certificate of occupancy this provision shall no longer apply.

(B) See provisions on the executed LOI to the extent that said provisions are not in conflict with the terms of this agreement. In the even of any conflict, the terms of this agreement will apply.

All documents such as schedules, exhibits and like documents are incorporated herein and shall initialed by all parties. If LESSEE is a corporation, each person executing this lease represents and warrants that he is duly authorized to execute and deliver this lease on behalf of the corporation. Those persons further represent that the terms of this lease are binding upon the corporation.

In Witness Whereof, the undersigned LESSOR and LESSEE execute this lease to be effective as of the day and date first above written.

LESSEE(s) GREENWISE, LLC / EIN#88-2414034	LESSOR(s) OASIS REAL ESTATE INVESTMENTS, INC
Signature: Stephanie Gray	Signature: Clifford Frisby
Signature	Signature

PERMITS/INSP PAYMENT RECPT#: 11412464
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 08/02/22 TIME: 16:52
CLERK: bboone DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 75.00

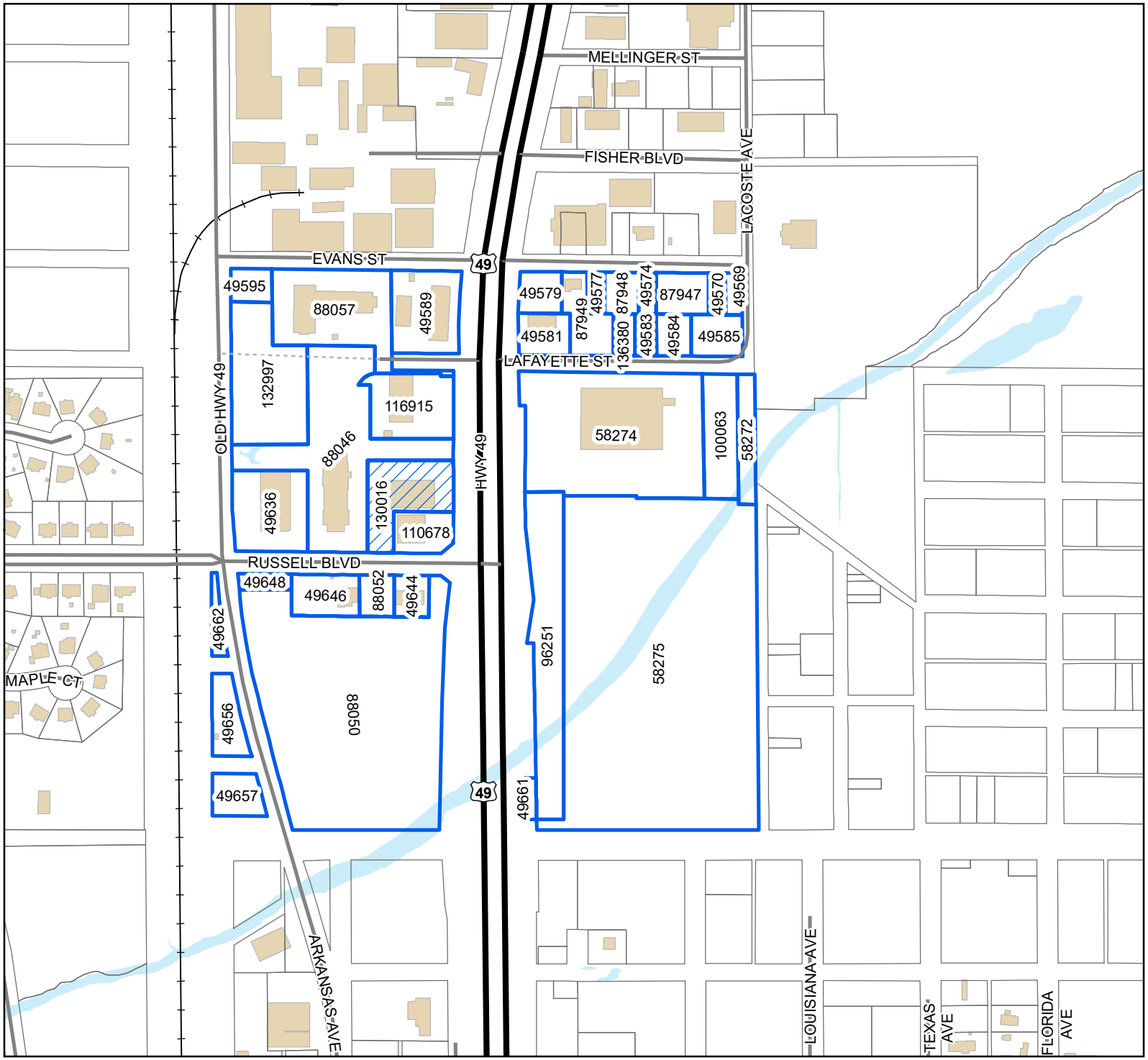
AMOUNT PAID: 75.00

PAID BY:
PAYMENT METH: CHECK
5205
REFERENCE:

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

2209PC170

Planning Commission Approval



Legend

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

0 60 120 180

Yards

1 inch = 400 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
	130016	0809N-03-006.002	OASIS REAL ESTATE INVESTMENTS INC (OWN	2205 JOHN HILL BLVD	GULFPORT	MS	39501
			CLIFFORD FRISBY (OWNER)	2205 JOHN HILL BLVD	GULFPORT	MS	39501
			RANDY KIRBY (AGENT)	505 COBBLESTONE CT.	MADISON	MS	39110
N			**Adjacent Property Owners (2209PC170)**				
	96251	0809N-01-041.001	4S ACRES LP	15143 GEIL RD	GULFPORT	MS	39503
	58275	0809N-01-046.000	4S ACRES LP	15143 GIL RD	GULFPORT	MS	39503
	49589	0809N-02-014.000	AGREE RT GULFPORT MS LLC	P.O. BOX 2437	SMYRNA	GA	30081
	49657	0809M-03-003.000	ALLEN TAFFA P ETAL	P O BOX 1648	GULFPORT	MS	39502
	116915	0809N-03-006.001	CHOUNG PE HANG & YU ZHU LIU	11503 MAGNOLIA ESTATES LANE	GULFPORT	MS	39503
	49636	0809M-03-005.000	DAISY PROPERTIES GULFPORT LLC	105 SYCAMORE ST	BAY ST LOUIS	MS	39520
	49662	0809M-03-001.000	DALEY ROBERT M & JEREMIA R	P O BOX 4273	GULFPORT	MS	39502
	87948	0809N-01-028.000	EBICS TECHNOLOGIES LLC	268 AIRPORT RD	RESERVE	LA	70084
N	87947	0809N-01-026.000	EBICS TECHNOLOGIES LLC	268 AIRPORT RD	RESERVE	LA	70084
N	49569	0809N-01-024.000	EBICS TECHNOLOGIES LLC	268 AIRPORT RD	RESERVE	LA	70084
N	49585	0809N-01-035.000	EBICS TECHNOLOGIES LLC	268 AIRPORT RD	RESERVE	LA	70084
N	49574	0809N-01-027.000	EBICS TECHNOLOGIES LLC	268 AIRPORT RD	RESERVE	LA	70084
	136380	0809N-01-033.001	GARRISON LYNN	P O BOX 3356	GULFPORT	MS	39505
	49570	0809N-01-025.000	GENEVAY EUGENE P	9204 TANGLEWILD PL	RIVER RIDGE	LA	70123
N	58272	0809N-01-036.000	HARRISON CO				0
	88052	0809N-03-020.000	HOTARD ENTERPRISES LTD PARTNER	P O BOX 803	MADISONVILLE	LA	70447
	49644	0809N-03-019.000	HOTARD ENTERPRISES LTD PARTNER ATTN: I	P O BOX 803	MADISONVILLE	LA	70447
N	49646	0809N-03-020.001	HOTARD ENTERPRISES LTD PARTNER	P O BOX 803	MADISONVILLE	LA	70447
	132997	0809M-03-013.000	JAY & MALISHA LLC	ONE SOUTH BELTLINE HWY	MOBILE	AL	36606
N	88046	0809N-03-006.000	JAY & MALISHA LLC	ONE SOUTH BELTLINE HWY	MOBILE	AL	36606
	110678	0809N-03-013.002	JOHNSON CLAYTON E	1230 N 6TH AVE	LAUREL	MS	39440
	100063	0809N-01-036.001	LEVY DARLEEN J	823 ST LOUIS ST	NEW ORLEANS	LA	70112
	49595	0809M-03-008.000	LINDSEY JOSEPHINE	1113 COLLAGE ST	GULFPORT	MS	39507
N	49661	0809N-01-045.000	MISS STATE HWY DEPT				0
	88050	0809N-03-018.000	MISS TRANSPORTATION COMMISSION C/O F	P O BOX 1850	JACKSON	MS	39215
	49581	0809N-01-032.000	OAK PROPERTIES LLC	34550 W DUBUISSON RD	SLIDELL	LA	70460
	49584	0809N-01-034.000	PENELTON MALCOLM D	1622 EASTWARD DR	GULFPORT	MS	39501
	49583	0809N-01-033.000	POOLSON FRANCIS G JR & SHEILA K	1235 22ND ST	GULFPORT	MS	39501
	49656	0809M-03-002.000	SBA PROPERTIES INC ATTN: A/P DEPARTMEN	8051 CONGRESS AVE	BOCA RATON	FL	33487
	88057	0809N-02-012.000	SCG LH GULFPORT AIRPORT LP C/O SOF-IX SI	980 HAMMOND DR STE 1400	ATLANTS	GA	30328
	49648	0809M-03-004.000	TDR LLC	14230 CREEKWOOD COVE	GULFPORT	MS	39503
	87949	0809N-01-030.000	WARD STEVEN W & SONIA L	25429 PECAN RD	PASS CHRISTIAN	MS	39571

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	49577	0809N-01-029.000	WARD STEVEN W & SONIA L	25429 PECAN RD	PASS CHRISTIAN	MS	39571
N	49579	0809N-01-031.000	WARD STEVEN W & SONIA L	25429 PECAN RD	PASS CHRISTIAN	MS	39571
	58274	0809N-01-039.000	WESTBROOK GULFPORT LLC -ETAL-	49 PAPWORTH AVE	METAIRIE	LA	70005

SB

RE: Planning Commission Approval 2209PC170, by agent Randy Kirby, tax parcel 0809N-03-006.002, Requests a medical cannabis dispensary use, 9113 Hwy 49, Zoned B-4 (Highway business), Ward 3

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, September 22, 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, September 22, 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:
IPL0088455
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
BLX - Legal Ads
Final Cost:
59.04
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
September 1, 2022 10:59:14 AM EDT
Amount:
58.92
Date
September 1, 2022 11:00:32 AM EDT
Amount:
0.12

SCHEDULE FOR AD NUMBER IPL00884550

September 5, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00884550

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, September 22, 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.

Final Plat 2209PC160, by owners Necaise Land L.P. & Dennis Stieffel, tax parcels 0807I-01-001.052 & 0807I-01-001.053, Approval of Final Plat for 3-lot subdivision (The Hunington Phase 4), Three Rivers Rd, Zoned R-1-15, (Single-family), Ward 7

Planning Commission Approval 2209SE161, by agent Garlon Pemberton, tax parcel 1010H-02-030.000, Request automotive sales use, 2137 E. Pass Road, Zoned B-1 (Neighborhood Business), Ward 2

Resubdivision 2209PC162, by owner Michael Morken, Divide into two new parcels, tax parcel 0811E-03-043.000, 1723 31st Ave, Zoned T3 (Sub-Urban Zone), Ward 2

Zoning Map Amendment 2209PC166, by agent Donovan Scruggs, tax parcels 0809I-01-020-000, 0809I-01-021.000, Request to rezone property from B-2 (General Business) to I-2 (Heavy industry districts), 9506 and 9524 Creosote Rd. Zoned B-2 (General Business), Ward 3

Planning Commission Approval 2209PC167, by owner Danyel Nichols, tax parcel 0710H-04-048.000, Requests a duplex use, Zoned R-1-5 (Single-family), Pear St & Hawthorn St, Ward 3

General Plan 2209PC168, by agent Heinrich and Associates, tax parcels 1009O-02-002.015 &1009O-02-002.000, Approval of a General Plan for 10-Lot subdivision (Bayou Plantations Subdivision Phase 2), Bayou Plantation Ln, Zoned R-2 (Single-family), Ward 5

Planning Commission Approval 2209PC169, by owner Gregory Pittman, tax parcel 0810E-01-041.000, Requests mobile home use, 8250 Indiana Ave, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2209PC170, by agent Randy Kirby, tax parcel 0809N-03-006.002, Requests a medical cannabis dispensary use, 9113 Hwy 49, Zoned B-4 (Highway business), Ward 3

Zoning Text Amendment 2209PC171, by Lauren Illing, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases Medical cannabis Establishment and Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses Medical Cannabis Dispensary

Resubdivision 2209PC172, by owners Nicholas Shay, Ronald David Brown, Leah Simon, & Carlos Gautreaux, tax parcel 0811L-04-122.000, Divide into two new parcels, 1301 31st Ave, Zoned T4+ (General Urban Zone "Plus"), Ward 2
General Plan 2209PC173, by owner C&G Holdings, LLC, tax parcel 1010M-01-013.001, Requests approval for a 75-lot Zero Lot Line subdivision (Gulf Grove), Cowan Rd, Zoned T4+ (General Urban Zone "Plus") and T4L (General Urban Zone "Limited"), Ward 2

This the 1st day of September, 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0088455
Sep 5 2022

<< 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: September 22, 2022

Re: <u>Zoning Text Amendment 2209PC171:</u>

Zoning Text Amendment 2209PC171, by Lauren Illing, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases Medical cannabis Establishment and Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses Medical Cannabis Dispensary

Technical Report

ZONING TEXT AMENDMENT

GENERAL INFORMATION

Case File Number: 2209PC171

Hearing Date: September 22, 2022

Legal: Zoning Text Amendment 2209PC171, by Lauren Illing, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases Medical cannabis Establishment and Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses Medical Cannabis Dispensary

TECHNICAL DETAILS

The applicant requests to amend the text to the zoning ordinance to allow for the expansion of medical cannabis dispensaries into Zones. Specifically, the applicant would like to add the B-1 and R-B zones. Further, the applicant would like to remove the Transect Zone limitation in the existing ordinance, thereby allowing the "hybrid" code areas access by the dispensaries.

Statistically, this change could open up an additional 3 square miles of potential locations for dispensaries within the city (see table provided). This would allow the use to be located within 18.7% of the city as opposed to the 13.8% currently allowed. Maps are attached to the report to assist in a more spatial view of the expansion.

EXECUTIVE SUMMARY

Initial conversations about the new medical cannabis laws included taking a more conservative approach to these before allowing them throughout the city. As a dispensary has not yet opened in Gulfport, it is difficult to determine the affect this use will have on the surrounding properties under the current city and state guidelines.

Should there be bad results, changing the rules and then changing them back is problematic. The non-conforming rules are not quick when it comes eliminating uses that are causing distress.

DIRECTOR APPROVAL

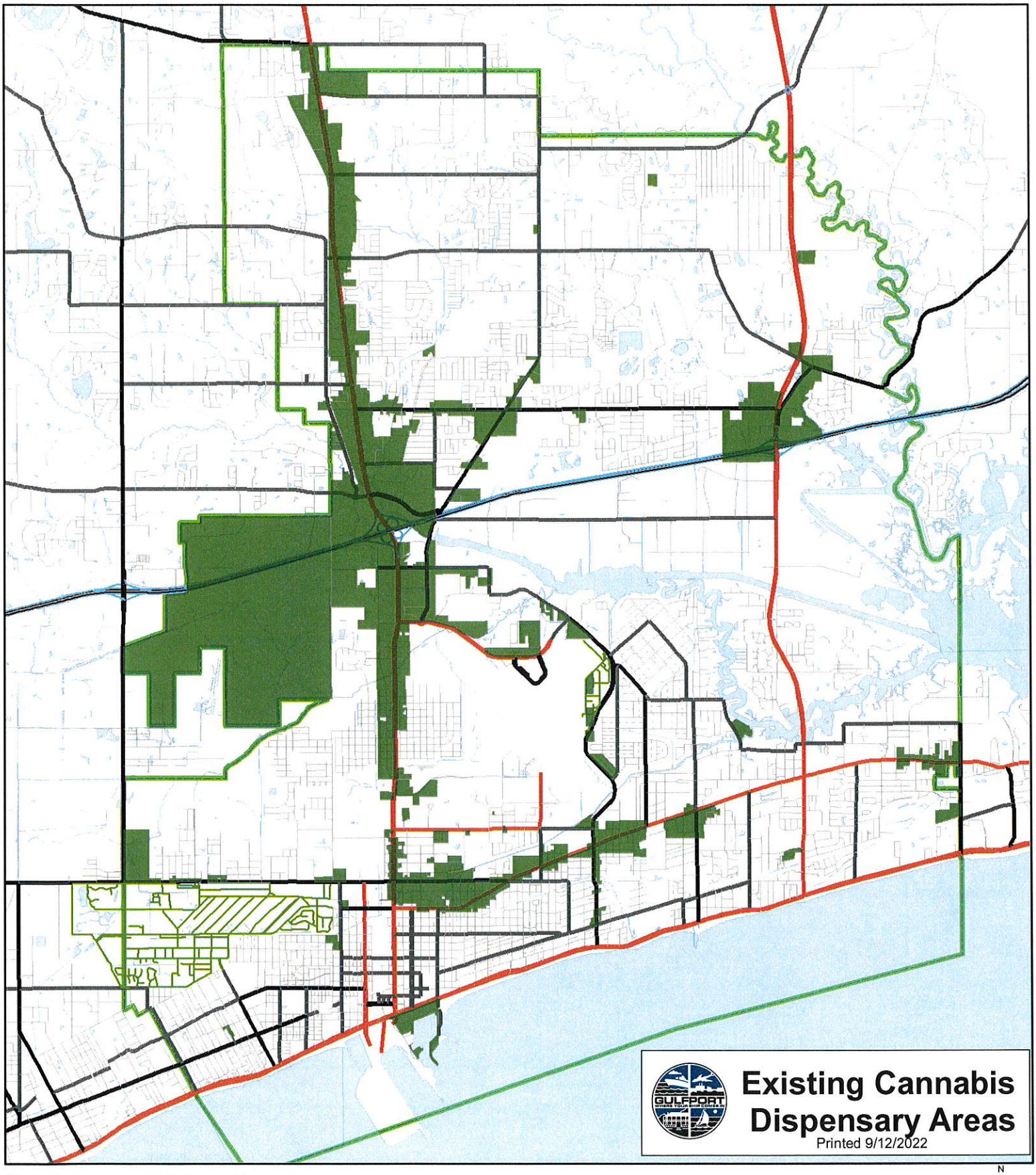
This report has been reviewed and approved by:

_____

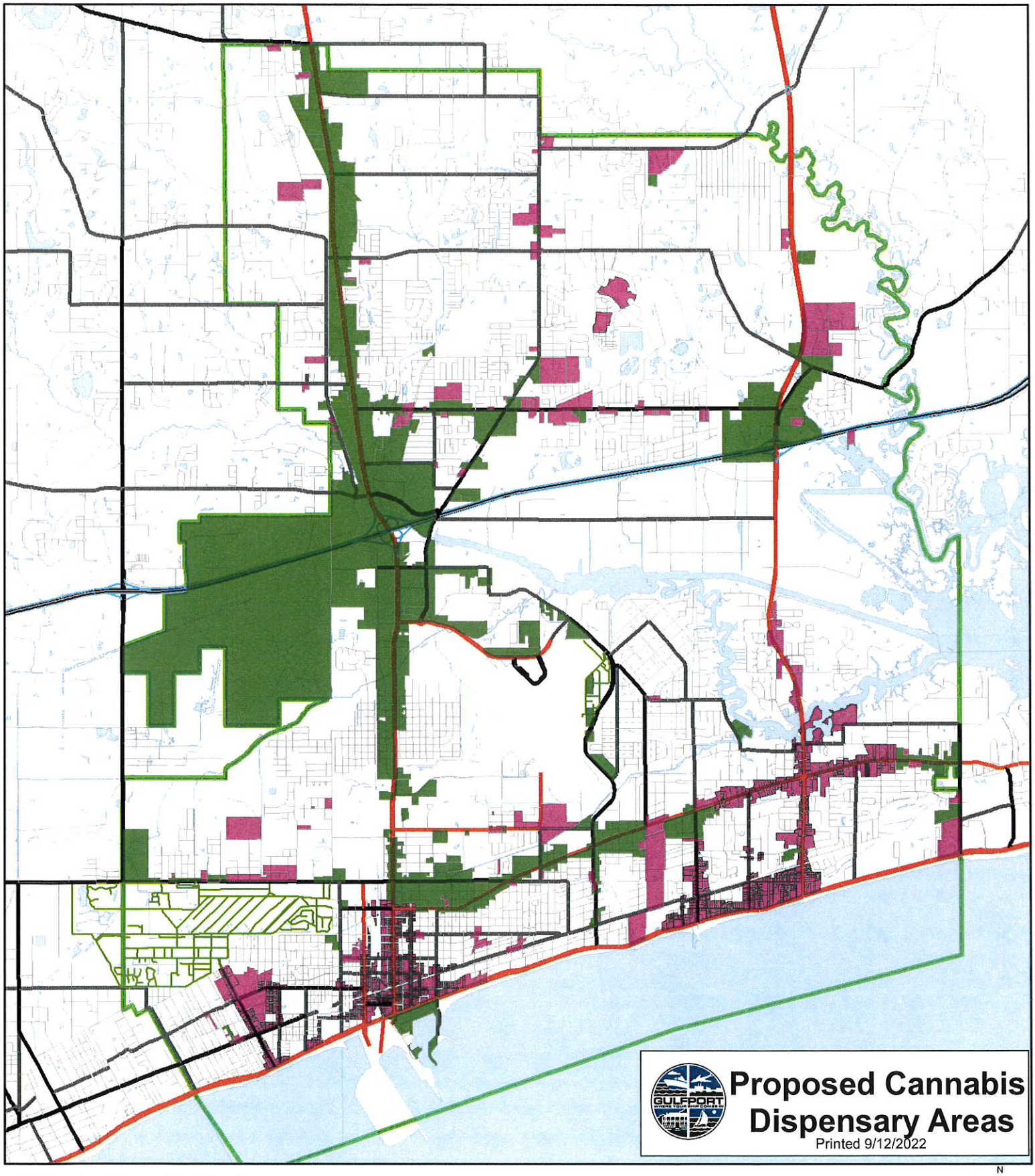
Greg Pietrangelo
Director of Urban Development Department

12.1V

Existing Regulations		Proposed Regulations		SmartCode Community Impacts	
Zone	Acres Existing	Zone2	Acres Proposed	Zone5	Acres SmartCode
B-2	3689.8	B-2	3689.8	T4+	142.8
B-4	1751.2	B-4	1751.2	T5	1.6
		B-1	350.7	T6	0.0
		R-B	811.6		
		T4+	422.0		
		T5	205.2		
		T6	142.1		
Total Acres	5440.9		7372.5		144.4
Square Miles	8.5		11.5		0.2
City Square Miles	61.7		61.7		61.7
City Percentile	13.8		18.7		0.37



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.



Interstate Highway
Principal Arterial
Minor Arterial
Collector
Minor/Residential
Access Ramp
Military
Alley
WaterFeatures

Cannabis Areas
Existing
Proposed

N
W
E
S

1 inch = 6,500 feet

DATA DISCLAIMER:
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Revision date 11/2/2020

$175.00

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

APPLICATION FOR ZONING TEXT AMENDMENT

For Staff Use Only

Case File #: 2209PC171

Date Received: _____

Receipt #: _____

Received By: _____

Zoning: _____

Ward: _____ Flood: _____

GENERAL DESCRIPTION OF REQUEST: (If necessary, attach a separate sheet of paper detailing the purpose of the request.)

Ordinance 3130: Section 1, Medical Cannabis Establishment definition – remove the sentence stating "The symbol plus-minus ...."
Section 2, schedule of uses, Retail: Wholesale Trade – remove legend entry stating "± T zones removed (see definitions).

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
Lauren Lee Stuart Illing	
Printed Name Of Owner	Printed Name Of Agent
2505 Greenview Dr.	
Mailing Address	Mailing Address
Gulfport MS 39507	
City State Zip code	City State Zip code
225-588-8783	
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
laurenlee@luminovssolutions.org	
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 H. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

F. Reason for Text Amendment Request

3. Increase in need for sites

Increased needs for business sites, in addition to sites that are available, make it necessary and desirable to reclassify an area or to extend the boundaries of an existing district.

As a Gulfport resident planning to apply for licensure within the newly enacted state Medical Cannabis program, my team and I spent well over a year trying to find properties available for sale in Gulfport which met state requirements of being 1,000 feet from an active place of worship or school. There were very few properties that met this state eligibility requirement and only one that was also located in an existing medical hub. The zoning for that property (located at 1301 31st Ave, 39501) is T4+, which is allowed by right for use as an Apothecary per the City of Gulfport Chart of Permitted Uses.

G. Written statements requesting an amendment to the Comprehensive Zoning Ordinance or SmartCode Ordinance:

1. Interest

Applicant Name: Lauren Lee Illing
Address: 2505 Greenview Drive, 39507
Corporation Represented: Chief Operating Officer, Southern Roots Therapeutics of Mississippi (SRT-MS)
Interest: SRT-MS would like to operate a licensed Medical Cannabis Dispensary at a property located within a T4+ zone, as part of an existing medical services hub.

2. Condition for Change

#3, increase in need for sites.

3. Development Schedule

Building renovations and build-out is expected to take 2-3 months to complete; expected business opening date (pending receipt of local Privilege License) is Q1 2023.

4. Effects of Amendment

Nature of proposed amendment:

This amendment brings the City of Gulfport into alignment with Mississippi Senate Bill 2095. Section 19: Local Ordinances, which restricts municipalities from making dispensary operation ***impracticable****.*

"(2) No municipality or county may prohibit dispensaries either expressly or through the enactment of ordinances or regulations that make their operation impracticable in the jurisdiction."

Description of proposed amendment:

By allowing Medical Cannabis Dispensaries to operate in the same zones as Apothecaries (R-B, T4+ B-1, T5 B-2, T6 B-3), the City of Gulfport is sufficiently limiting the location to appropriate retail and wholesale trade zones. This classification of permitted uses is reasonable given that a Medical Cannabis Dispensary, per SN2095, is essentially an Apothecary given that it is only allowed to sell medicine and medical supplies to eligible patients who have received recommendations from their physicians.

Effect of proposed amendment:

By allowing Medical Cannabis Dispensaries to operate in the same zoning as Apothecaries, the City of Gulfport will remain consistent with the stated intention of the Comprehensive Zoning and SmartCode Ordinances, "to carry out the object of sound, stable and desirable environment." Medical Cannabis Dispensaries licensed by the state Department of Revenue will undergo extensive operational scrutiny and compliance requirements. They will specifically serve patients who have received recommendations from their physicians to purchase pharmaceutical grade Cannabis medicine.

This proposed amendment will serve the citizens of Gulfport by bringing investment to the area, by honoring the will of the 82.7% of Harrison County voters who supported the implementation of a medical Cannabis program in the state of Mississippi, and by supporting effective and compassionate treatments for patients who are suffering with debilitating conditions.

There came on for consideration at a duly constituted meeting of the City Council and Mayor of the City of Gulfport held on the _____ day of _____, 2022, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL TEXT OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI ADOPTED THE 29TH DAY OF JUNE, 1979, SECTION I DEFINITIONS (B) WORDS AND PHRASES AND SECTION III DISTRICT REGULATIONS, (K) CHART OF PERMITTED USES, (2) SCHEDULE OF USES, MANUFACTURING, RETAIL AND WHOLESALE TRADE, SERVICES CATEGORIES.

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission, that the Comprehensive Zoning Ordinance should be amended to add various definitions to the same and to allow additions and/or changes to certain uses in the Chart of Permitted Uses as they relate to particular zoning districts. The case file number is 2205PC085.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1: That the Official text of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, as amended, be and the same is hereby amended to read as follows under Section I Definitions, (B) Words and Phrases, which adds the following definitions in the appropriate alphabetical location:

Sec. I. – Definitions.

****

(B) Words and phrases: Words and phrases used in this ordinance are defined as follows:

****

Cannabis cultivation facilities: means a business entity licensed and registered by the Mississippi Department of Health that acquires, grows, cultivates and harvests medical cannabis in an indoor, enclosed, locked and secure area. See definition of "medical cannabis establishment" for distance requirements and applicable zones.

Cannabis disposal entity: means a business licensed and registered by the Mississippi Department of Health that is involved in the commercial disposal or destruction of medical cannabis. See definition of "medical cannabis establishment" for distance requirements and applicable zones.

Cannabis processing facility: means a business entity that is licensed and registered by the Mississippi Department of Health that:

(a) Acquires or intends to acquire cannabis from a cannabis cultivation facility;
(b) Possesses cannabis with the intent to manufacture a cannabis product;
(c) Manufactures or intends to manufacture a cannabis product from unprocessed cannabis or a cannabis extract; and
(d) Sells or intends to sell a cannabis product to a medical cannabis dispensary, cannabis testing facility or cannabis research facility.

See definition of "medical cannabis establishment" for distance requirements and applicable zones.

Cannabis research facility: means a research facility at any university or college in this state or an independent entity licensed and registered by the Mississippi Department of Health pursuant to this chapter that acquires cannabis from cannabis cultivation facilities and cannabis processing facilities in order to research cannabis, develop best practices for specific medical conditions, develop medicines and provide

commercial access for medical use. See definition of "medical cannabis establishment" for distance requirements and applicable zones.

Cannabis testing facility: means an independent entity licensed and registered by the Mississippi Department of Health that analyzes the safety and potency of cannabis. See definition of "medical cannabis establishment" for distance requirements and applicable zones.

Cannabis transportation entity: means an independent entity licensed and registered by the Mississippi Department of Health that is involved in the commercial transportation of medical cannabis. See definition of "medical cannabis establishment" for distance requirements and applicable zones.

Medical cannabis dispensary: means an entity licensed and registered with the Mississippi Department of Revenue that acquires, possesses, stores, transfers, sells, supplies or dispenses medical cannabis, equipment used for medical cannabis, or related supplies and educational materials to cardholders. See definition of "medical cannabis establishment" for distance requirements and applicable zones.

Medical cannabis establishment: means a cannabis cultivation facility, cannabis processing facility, cannabis testing facility, medical cannabis dispensary, cannabis transportation entity, cannabis disposal entity or cannabis research facility licensed and registered by the appropriate agency. The main point of entry of a medical cannabis establishment shall not be located within one thousand (1,000) feet of the nearest property boundary line of any school, church or childcare facility. A medical cannabis establishment may receive a waiver to this distance restriction by receiving approval from the school, church or child care facility and by applying for a waiver with its respective licensing agency, provided that the main point of entry of the cannabis establishment is not located within five hundred (500) feet of the nearest property boundary line of any school, church or child care facility. No medical cannabis dispensary may be located within a one-thousand-five-hundred-feet (1,500) radius from the main point of entry of the dispensary to the main point of entry of another medical cannabis dispensary. The symbol plus-minus (" ± ") used in the chart of permitted uses indicates the removal of all transect zones (T1, T2, T3, T4L, T+, T5, T6) from ~~any use constituting~~ a medical cannabis establishment, *except for a Retail and Wholesale Trade Use.*

SECTION 2: That the official text of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, be and the same is hereby amended to make the following additions and/or changes to certain uses in the Chart of Permitted Uses as they relate to particular zoning districts.

In Appendix A – Zoning – Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of uses, MANUFACTURING – Cannabis Disposal Facility; and Cannabis Processing Facility should be amended as follows:

* Need not be conducted entirely within a completely enclosed structure.																						
R = Allowed by Right P = Planning Commission approval X = Special exception — = Not allowed ± = T zones removed (see definitions)																						
Names of Uses and Conditions	A-1, T1, T2	R-E	R-UE	R-15	R-10	R-1-7.5, T3	R-1-5	R-2	R-3	R-4	R-O, T4L	R-B, T4+	B-1, T5	B-2, T6	B-4	E-G	I-1	I-2	I-3	SB	WF	AE
MANUFACTURING																						
Cannabis Disposal	R ±	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	—	—

Entity; Cannabis Processing Facility (See definitions for distance requirements)																					
Cannabis Disposal Entity; Cannabis Processing Facility (Within 500 feet of a Residential Use as shown in this chart. This will be measured property line to property line. See definitions for distance requirements)	P ±	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P	P	—	—	—

In Appendix A – Zoning – Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of uses, COMMUNICATION, TRANSPORTATION, AND UTILITIES – Cannabis Transportation Facility should be amended as follows:

* Need not be conducted entirely within a completely enclosed structure.																						
R = Allowed by Right P = Planning Commission approval X = Special exception — = Not allowed ± = T zones removed (see definitions)																						
Names of Uses and Conditions	A-1, T1, T2	R-E	R-UE	R-15	R-10	R-7.5, T3	R-5	R-2	R-3	R-4	R-O, T4L	R-B, T4+	B-1, T5	B-2, T6	B-4	E-G	I-1	I-2	I-3	SB	WF	AE
COMMUNICATION, TRANSPORTATION, AND UTILITIES																						
Cannabis Transportation Facility (See definitions for distance requirements)	P ±	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	—	—
Cannabis Transportation Facility (Within 500 feet of a Residential Use as shown in this chart. This will be measured property line to property line. See definitions for distance requirements)	P ±	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P	P	—	—	—

In Appendix A – Zoning, Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of uses, RETAIL AND WHOLESALE TRADE – Medical Cannabis Dispensary, as follows:

* Need not be conducted entirely within a completely enclosed structure.																						
R = Allowed by Right P = Planning Commission approval X = Special exception — = ~~Not allowed ± = T zones removed (see definitions)~~																						
Names of Uses and Conditions	**A-1, T1, T2**	**R-E**	**R-UE**	**R-1-15**	**R-1-10**	**R-1-7.5, T3**	**R-1-5**	**R-2**	**R-3**	**R-4**	**R-O, T4L**	**R-B, T4+**	**B-1, T5**	**B-2, T6**	**B-4**	**E-G**	**I-1**	**I-2**	**I-3**	**SB**	**WF**	**AE**
RETAIL AND WHOLESALE TRADE																						
Medical Cannabis Dispensary (See definitions for distance requirements)	—	—	—	—	—	—	—	—	—	—	—	~~P~~	~~P~~	R ~~±~~	R	—	—	—	—	—	—	—
Medical Cannabis Dispensary (Within 500 feet of a Residential Use as shown in this chart. This will be measured property line to property line. See definitions for distance requirements)	—	—	—	—	—	—	—	—	—	—	—	~~P~~	~~P~~	P ~~±~~	P	—	—	—	—	—	—	—

In Appendix A – Zoning – Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of uses, SERVICES – Cannabis Research Facility; and Cannabis Testing Facility should be amended as follows:

* Need not be conducted entirely within a completely enclosed structure.																						
R = Allowed by Right P = Planning Commission approval X = Special exception — = Not allowed ± = T zones removed (see definitions)																						
Names of Uses and Conditions	A-1, T1, T2	R-E	R-UE	R-15	R-10	R-17.5, T3	R-15	R-2	R-3	R-4	R-O, T4L	R-B, T4+	B-1, T5	B-2, T6	B-4	E-G	I-1	I-2	I-3	SB	WF	AE
SERVICES																						
Cannabis Research Facilities; Cannabis Testing Facilities (See definitions for distance requirements)	P ±	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	—	—
Cannabis Research Facilities; Cannabis Testing Facilities (Within 500 feet of a Residential Use as shown in this chart. This will be measured property line to property line. See definitions for distance requirements)	P ±	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P	P	—	—	—

In Appendix A – Zoning – Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of uses, RESOURCES PRODUCTION OR EXTRACTION – Cannabis Cultivation should be amended as follows:

* Need not be conducted entirely within a completely enclosed structure.																						
R = Allowed by Right P = Planning Commission approval X = Special exception — = Not allowed																						
Names of Uses and Conditions	A-1, T1, T2	R-E	R-UE	R-15	R-10	R-7.5, T3	R-5	R-2	R-3	R-4	R-O, T4L	R-B, T4+	B-1, T5	B-2, T6	B-4	E-G	I-1	I-2	I-3	SB	WF	AE
RESOURCES PRODUCTION OR EXTRACTION																						
Cannabis Cultivation (See definitions for distance requirements)	R ±	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—	—	—
Cannabis Cultivation (Within 500 feet of a Residential Use as shown in this chart. This will be measured property line to property line. See definitions for distance requirements)	P ±	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	P	P	—	—	—

SECTION 3: With the specific finding made by the Governing Authority herein that the immediate effectiveness of this Ordinance is needed and necessary for the immediate and temporary preservation of the public peace, health and safety, most especially associated with the Mississippi Legislature's recent adoption of the "Mississippi Medical Cannabis Act" and the effect this has on the City and its inhabitants, this Ordinance shall be in full force and become effective immediately upon its passage by unanimous vote and enactment according to law and shall be spread on the minutes of the Gulfport City Council. For failure to be adopted unanimously as reflected by the votes registered herein, this Ordinance shall take effect thirty (30) days after the date of passage hereof.

SECTION 4. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: "This Ordinance amends Appendix A to the City's Code of Ordinances (the Zoning Ordinance) by adding various definitions associated with the Mississippi Medical Cannabis Act and amending the Zoning Ordinance's 'Chart of Permitted Uses" related thereto. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk." For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor

lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City's Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by _____, seconded by _____ and was adopted, by the following roll call votes, to wit:

YEAS: ABSTENTIONS: ABSENCES: NAYS:

WHEREUPON the President declared the motion carried and the Ordinance adopted this the _____ day of _____, 2022.

(SEAL:)

ATTEST: ADOPTED:

_____ _____

CLERK OF THE COUNCIL PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2022.

APPROVED:

_____

MAYOR

PERMITS/INSP PAYMENT RECPT#: 11412474
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 08/02/22 TIME: 17:16
CLERK: lbarefoot DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 175.00

AMOUNT PAID: 175.00

PAID BY: LAUREN L ILLING
PAYMENT METH: CHECK
2506
REFERENCE:

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

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:
IPL0088455
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
BLX - Legal Ads
Final Cost:
59.04
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
September 1, 2022 10:59:14 AM EDT
Amount:
58.92
Date
September 1, 2022 11:00:32 AM EDT
Amount:
0.12

SCHEDULE FOR AD NUMBER IPL00884550

September 5, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00884550

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, September 22, 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.

Final Plat 2209PC160, by owners Necaise Land L.P. & Dennis Stieffel, tax parcels 0807I-01-001.052 & 0807I-01-001.053, Approval of Final Plat for 3-lot subdivision (The Hunington Phase 4), Three Rivers Rd, Zoned R-1-15, (Single-family), Ward 7

Planning Commission Approval 2209SE161, by agent Garlon Pemberton, tax parcel 1010H-02-030.000, Request automotive sales use, 2137 E. Pass Road, Zoned B-1 (Neighborhood Business), Ward 2

Resubdivision 2209PC162, by owner Michael Morken, Divide into two new parcels, tax parcel 0811E-03-043.000, 1723 31st Ave, Zoned T3 (Sub-Urban Zone), Ward 2

Zoning Map Amendment 2209PC166, by agent Donovan Scruggs, tax parcels 0809I-01-020-000, 0809I-01-021.000, Request to rezone property from B-2 (General Business) to I-2 (Heavy industry districts), 9506 and 9524 Creosote Rd. Zoned B-2 (General Business), Ward 3

Planning Commission Approval 2209PC167, by owner Danyel Nichols, tax parcel 0710H-04-048.000, Requests a duplex use, Zoned R-1-5 (Single-family), Pear St & Hawthorn St, Ward 3

General Plan 2209PC168, by agent Heinrich and Associates, tax parcels 1009O-02-002.015 &1009O-02-002.000, Approval of a General Plan for 10-Lot subdivision (Bayou Plantations Subdivision Phase 2), Bayou Plantation Ln, Zoned R-2 (Single-family), Ward 5

Planning Commission Approval 2209PC169, by owner Gregory Pittman, tax parcel 0810E-01-041.000, Requests mobile home use, 8250 Indiana Ave, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2209PC170, by agent Randy Kirby, tax parcel 0809N-03-006.002, Requests a medical cannabis dispensary use, 9113 Hwy 49, Zoned B-4 (Highway business), Ward 3

Zoning Text Amendment 2209PC171, by Lauren Illing, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases Medical cannabis Establishment and Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses Medical Cannabis Dispensary

Resubdivision 2209PC172, by owners Nicholas Shay, Ronald David Brown, Leah Simon, & Carlos Gautreaux, tax parcel 0811L-04-122.000, Divide into two new parcels, 1301 31st Ave, Zoned T4+ (General Urban Zone "Plus"), Ward 2
General Plan 2209PC173, by owner C&G Holdings, LLC, tax parcel 1010M-01-013.001, Requests approval for a 75-lot Zero Lot Line subdivision (Gulf Grove), Cowan Rd, Zoned T4+ (General Urban Zone "Plus") and T4L (General Urban Zone "Limited"), Ward 2

This the 1st day of September, 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0088455
Sep 5 2022

<< 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: September 22, 2022

Re: **Resubdivision 2209PC172:**

Resubdivision 2209PC172, by owners Nicholas Shay, Ronald David Brown, Leah Simon, & Carlos Gautreaux, tax parcel 0811L-04-122.000, Divide into two new parcels, 1301 31st Ave, Zoned T4+ (General Urban Zone "Plus"), Ward 2

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 2209PC172

Hearing Date: September 22, 2022

Current Zoning/Use: T4+ / Commercial Building

Legal: Resubdivision 2209PC172, by owners Nicholas Shay, Ronald David Brown, Leah Simon, & Carlos Gautreaux, tax parcel 0811L-04-122.000, Divide into two new parcels, 1301 31st Ave, Zoned T4+ (General Urban Zone "Plus"), Ward 2

TECHNICAL DETAILS

The applicant requests to divide a parcel that is approximately 30,233 square feet into two new parcels. At present, the property is non-conforming in that there are two commercial structures on one parcel. More specifically, there is a church and a vacant building. It has not been indicated by the applicant any proposed use for the building on Parcel 2.

As proposed, the properties will exceed the 10,000 square-foot requirement of the zoning district as well as other basic property division standards. It should be noted that the pre-existing non-conforming structures do not create any new violations and will not require variances.

The Gulfport Subdivision Regulations require that:

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

The proposed parcels are located adjacent to existing city rights-of-way, are protected by Gulfport Fire and Police, and will have capacity for city water and sewer. The applicant has not stated there are no protective or restrictive covenants which would prevent the resubdivision of the parcels.

EXECUTIVE SUMMARY

In review of this application and documents submitted, the Resubdivision meets the city requirements and will not require additional variances.

Any approval should consider these conditions:

1. Developer responsible for separate water and sewer to each parcel. Coordinate with Public Works.

G. H

Technical Report

Resubdivision

DEPARTMENTAL CONDITIONS

Engineering:	Developer responsible for separate water and sewer to each parcel. Coordinate with Public Works. Memo dated 09/12/2022.
Public Works:	No conditions. Memo dated 9/12/2022.
Traffic and Safety:	No comment as of 9/12/2022.
Building Code Services:	No conditions. Memo dated 9/12/2022.
GIS:	No conditions. Memo dated 9/12/2022.
Police Department:	No conditions. Memo dated 9/07/2022.
Fire Department:	No conditions. Memo dated 9/08/2022.
City Arborist:	No conditions. Memo dated 9/07/2022.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

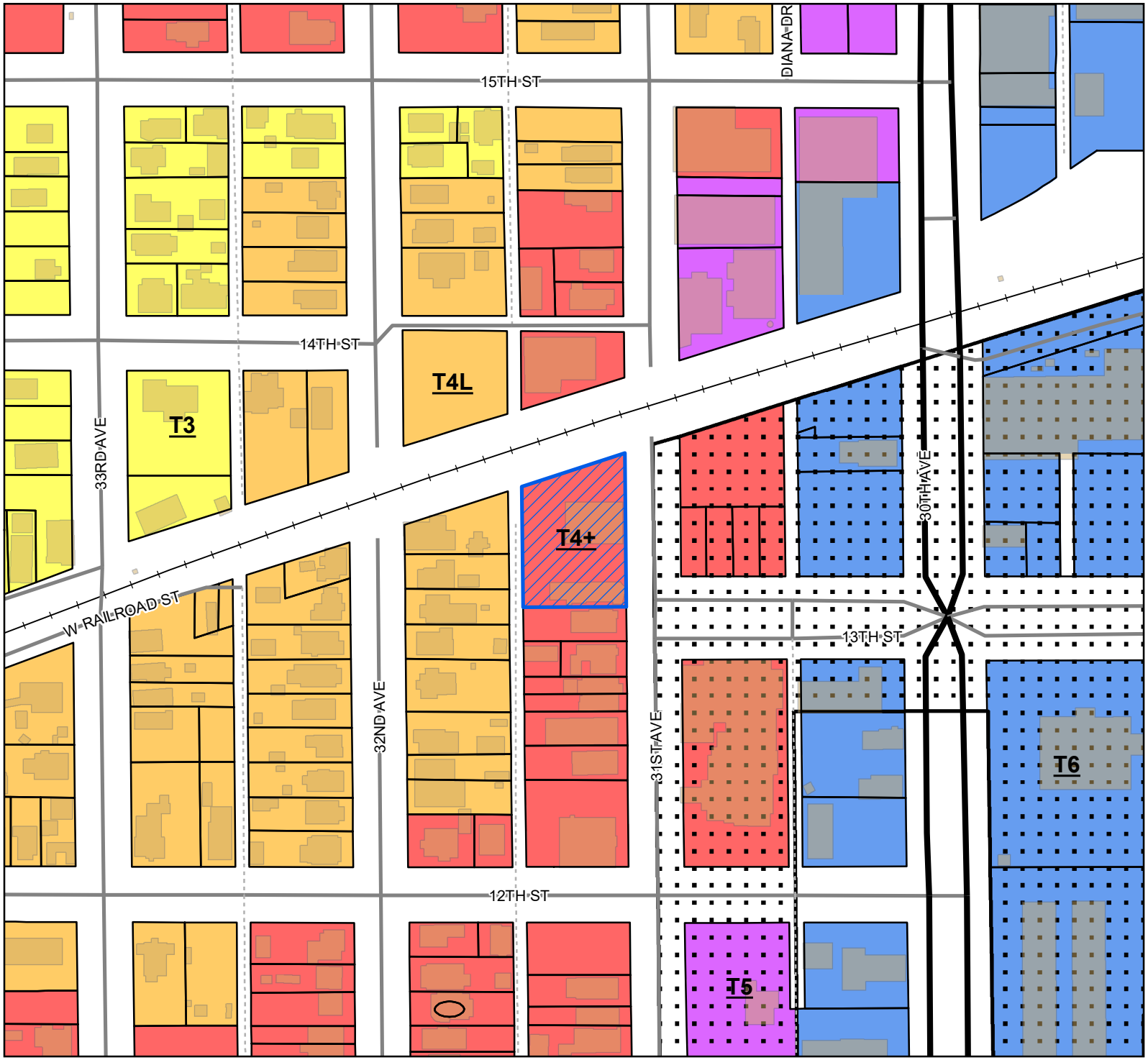
_____

Greg Pietrangelo
Director of Urban Development Department

12.12

2209PC172

Resubdivision



Site
US or State Highway
Street
Alley
Railroad
Parcels
Buildings

Smart Code

T6
T5
T4+
T4L
T3

Site Information

0811L-04-122.000
Zoning: T4+ (General Urban Zone "Plus")
Size: 29,727 Sq. ft.
Flood: X

0 30 60 90
Yards

1 inch = 200 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 RESUBDIVISION

For Staff Use Only

Case Number: 2209PC172

Date Received: 8-3-22

Receipt Number:

Received By:

Zoning:

Ward: Flood:

Size:

Property Information

TAX PARCEL # 0811L-04-122.000

(If necessary, use separate sheet of paper)

Address of Property Involved: 1301 31ST AVENUE, GULFPORT, MS 39501

Lot(s) 1,2,3,4,5,6,7, Block(s) 194, Subdivision ORIGINAL GULFPORT

General Location: South of 31st Ave, East of L&N Railroad

GENERAL DESCRIPTION OF REQUEST:

Divide lots 1-4 and lots 5-7 into two new 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
Printed Name of Owner	Printed Name of Agent
Mailing Address	Mailing Address
City State Zip code	City State Zip code
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. [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) Nicholas M. Shay

ADDRESS (STREET, CITY, STATE, ZIP CODE) 337 Brooklyn Ave., New Orleans, LA 70121

PHONE # (H) (504) 909-8801 (W) _____

TAX PARCEL NUMBER(S) OWNED 0811L-04-122.000

SIGNATURE: _____

NAME OF OWNER (PRINT) RONALD DAVID BROWN

ADDRESS (STREET, CITY, STATE, ZIP CODE) 4200 BURGUNDY STREET, NEW ORLEANS, LA 70117

PHONE # (H) 504.250.1998 (W) 225.224.6845

TAX PARCEL NUMBER(S) OWNED 0811L-04-122.000

SIGNATURE: R. David Brown

NAME OF OWNER (PRINT) LEAH SIMON

ADDRESS (STREET, CITY, STATE, ZIP CODE) 4200 Burgundy Street New Orleans LA 70117

PHONE # (H) (310) 6005324 (W) (360) 379-2660

TAX PARCEL NUMBER(S) OWNED #0811L-04-122.000

SIGNATURE: Leah Simon

(Use additional forms as needed)

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

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

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

NAME OF OWNER (PRINT) CARLOS GAUTREAUX

ADDRESS (STREET, CITY, STATE, ZIP CODE 3606 LA SABRE DR; SAN ANTONIO, TX 78218

PHONE # (H) 2102498001 (W) SAME

TAX PARCEL NUMBER(S) OWNED 0811L-04-122.000

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: _____

SRT Holdings, LLC.

Board Resolution of SRT Holdings LLC (SRTH) duly passed on July 21, 2022 Resolution No. 2022-07 (Authorized Representative for City of Gulfport, Application for Resubdivision)

WHEREAS, during a special meeting by the Board of Directors of SRT Holdings LLC held July 21, 2022 at 15:00 CST the board discussed who is authorized to represent the company in transactions with the City of Gulfport for purposes of the Application for Resubdivision;

RESOLVED FURTHER , that the SRTH authorizes Nicholas Shay, Carlos Gautreaux, and/or Leah ~~Brown~~ Simon to be the designated representative(s) of the Corporation in regard to the Application for Resubdivision with the City of Gulfport, and other related government agencies, with power to represent SRT Holdings, LLC at all required hearings including those with the Planning Commission and the City Council, and to perform any other act as may be necessary or appropriate to affect the foregoing.

The foregoing Resolution is valid and existing, the same not having been withdrawn, revoked or abrogated.

Attested By:

Ronald David Brown Member — Date: 7/21/2022
Ronald Brown

Leah Simon Member — Date: 7/21/2022
Leah ~~Brown~~ Simon

Member — Date: 7/25/2022
Nicholas Shay

Member — Date: 07/25/2022
Carlos Gautreaux

CERTIFICATE OF ACKNOWLEDGMENT

This record was acknowledged before me on the 21st day July of 2022 by Ronald Brown, member of SRT Holdings LLC; Leah Simon Brown, member of SRT Holdings LLC; Nicholas Shay, member of SRT Holdings LLC; and Carlos Gautreaux, member of SRT Holdings LLC.

UTTAM GURUNG
NOTARY PUBLIC #21008296
STATE OF WASHINGTON
MY COMMISSION EXPIRES
12-21-24

Seal of Notary Public

Signature of Notary

My commission expires: 12/21/2024

LEGEND

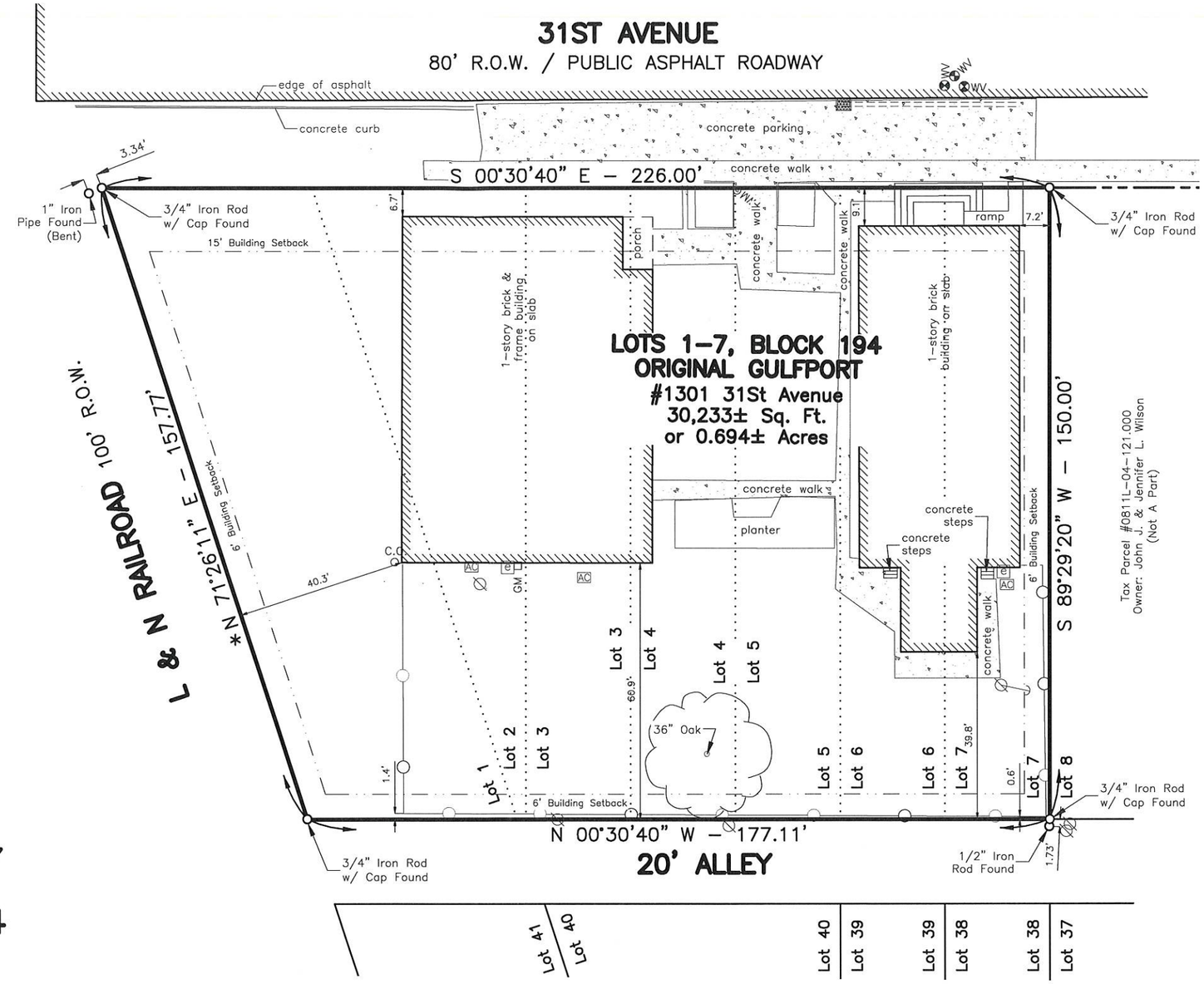
FOUND PROPERTY CORNER (AS NOTED)	○
SET 3/4" IRON ROD (UNLESS NOTED OTHERWISE)	●
EXISTING POWER POLE	∅
EXISTING GUY ANCHOR	⟶
EXISTING ELECTRIC PEDESTAL	[e]
EXISTING AIR CONDITIONER	[AC]
EXISTING GAS METER	GM □
EXISTING TELEPHONE PEDESTAL	[T]
EXISTING CHAIN LINK LINE	—○—
EXISTING SEWER CLEANOUT	C.O. ○
EXISTING AREA INLET CATCH BASIN	▩
EXISTING WATER VALVE	WV
EXISTING DRAINAGE MANHOLE	(D)
EXISTING SUBSURFACE DRAINAGE	=======

SCALE: 1" = 30'
SCALE IN FEET

30 15 0 30

PLAT SHOWING RESUBDIVISION SURVEY OF LOTS 1–7, BLOCK 194 ORIGINAL GULFPORT INTO PARCEL ONE & PARCEL TWO

(PLAT BOOK 11, PAGE 9)
#1301 31ST AVENUE
TAX PARCEL #0811L–04–122.000
CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI



NOTES:

1.) No attempt has been made by Cassady–Acadia Land Surveying, L.L.C. 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.

3.) Reference Maps:
A.) Boundary and Topographic Survey of Lots 1–7, Block 194, ORIGINAL GULFPORT by Michael P. Blanchard, dated March 25, 2021.

4.) The bearings shown hereon are based on the "Mississippi State Plane Coordinate System – East Zone – NAD 83" using GPS GCGC–RTN System accessed on July 13, 2022. (*) Represents the Basis of Bearings. Distances shown are U.S. Survey feet.

5.) This lot is located in Flood Zone "AE(14)" Area of/per FEMA Map Community Panel Number 28047C0266G for Harrison County, Mississippi dated December 21, 2017. Base Flood Elevation is subject to change and should be verified with the local authority's Flood Plain Administrator before any design or construction.

6.) Water and sewer services provided to subject property by City of Gulfport Public Works.

CERTIFICATION:
This is to certify to SRT Holdings, LLC 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.

LICENSED PROFESSIONAL SURVEYOR 07/29/2022 PS-32711 STATE OF MISSISSIPPI

Wayne M. Vice, Jr., PS, Reg. No. 32711

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

SHEET 1 OF 4

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: July 28, 2022

CALS FILE: 22–02–477.dwg FIELD BOOK: n/a, PG. n/a

LEGEND

FOUND PROPERTY CORNER (AS NOTED)	○
SET 3/4" IRON ROD (UNLESS NOTED OTHERWISE)	●
EXISTING POWER POLE	∅
EXISTING GUY ANCHOR	→
EXISTING ELECTRIC PEDESTAL	[e]
EXISTING AIR CONDITIONER	[AC]
EXISTING GAS METER	GM □
EXISTING TELEPHONE PEDESTAL	[T]
EXISTING CHAIN LINK LINE	—○—
EXISTING SEWER CLEANOUT	C.O. ○
EXISTING AREA INLET CATCH BASIN	▩
EXISTING WATER VALVE	WV
EXISTING DRAINAGE MANHOLE	Ⓓ
EXISTING SUBSURFACE DRAINAGE	=======

SCALE: 1" = 30'
SCALE IN FEET

30 15 0 30

PLAT SHOWING RESUBDIVISION SURVEY

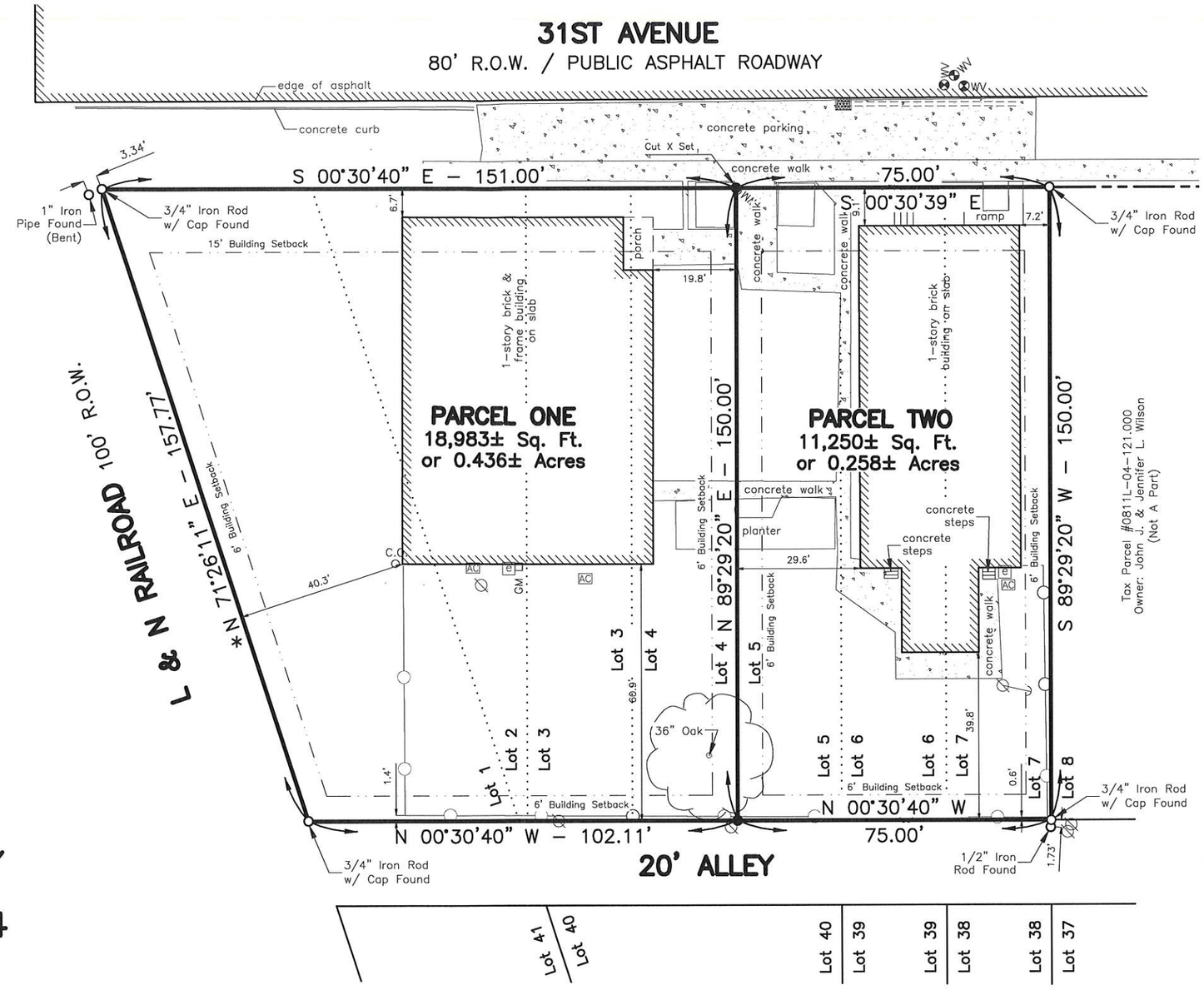
OF

LOTS 1–7, BLOCK 194 ORIGINAL GULFPORT

INTO

PARCEL ONE & PARCEL TWO

(PLAT BOOK 11, PAGE 9)
#1301 31ST AVENUE
TAX PARCEL #0811L–04–122.000
CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI



NOTES:

1.) No attempt has been made by Cassady–Acadia Land Surveying, L.L.C. 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.

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4.) The bearings shown hereon are based on the "Mississippi State Plane Coordinate System – East Zone – NAD 83" using GPS GCGC–RTN System accessed on July 13, 2022. (*) Represents the Basis of Bearings. Distances shown are U.S. Survey feet.

5.) This lot is located in Flood Zone "AE(14)" Area of/per FEMA Map Community Panel Number 28047C0266G for Harrison County, Mississippi dated December 21, 2017. Base Flood Elevation is subject to change and should be verified with the local authority's Flood Plain Administrator before any design or construction.

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This is to certify to SRT Holdings, LLC 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 "B" surveys indicated in the above standards. I also certify there are no visible encroachments across any property lines except as shown.

LICENSED PROFESSIONAL SURVEYOR 07/29/2022 PS-32711 STATE OF MISSISSIPPI

Wayne M. Vice, Jr., PS, Reg. No. 32711

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

SHEET 2 OF 4

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: July 28, 2022

CALS FILE: 22–02–477.dwg FIELD BOOK: n/a, PG. n/a

CERTIFICATE OF RESUBDIVISION

In accordance with Section 9–48 of the Code of Ordinance (Subdivision Regulations) of the City of Gulfport as amended, it is hereby certified that the Gulfport City Planning Commission Chairman and Gulfport City Council have reviewed and approved this Final Plat for the Resubdivision of "Lots 1–7", into Two New Parcels (Parcel One & Parcel Two). The subject property is generally described as being located south of 31st Avenue. The ad valorem tax parcel number of the subject property is .0811L–04–122.000. (Instrument No. 2020–0013657–D–J1)
The Case File Number is _____.

LEGAL DESCRIPTION OF LAND PRIOR TO THIS RESUBDIVISION (PER DEED):

TAX PARCEL #0811L-04-122.000
INSTRUMENT NO. 2020-0013657-D-J1:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), and Seven (7) in Block 194, ORIGINAL GULFPORT, less any portion thereof lying in the public right–of–way, as per the official map of plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, reference to which is hereby made in aid of and as a part of this description.

LEGAL DESCRIPTIONS OF THE PARCELS CREATED BY THIS RESUBDIVISION:

LEGAL DESCRIPTION OF PARCEL ONE: AS PER SURVEY

Lots One (1), Two (2), Three (3), and Four (4) in Block 194, ORIGINAL GULFPORT, less any portion thereof lying in the public right–of–way, as per the official map of plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, reference to which is hereby made in aid of and as a part of this description.

LEGAL DESCRIPTION OF PARCEL ONE: AS PER SURVEY

Lots Five (5), Six (6), and Seven (7) in Block 194, ORIGINAL GULFPORT, less any portion thereof lying in the public right–of–way, as per the official map of plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, reference to which is hereby made in aid of and as a part of this description.

PLAT SHOWING RESUBDIVISION SURVEY
OF
LOTS 1–7, BLOCK 194 ORIGINAL GULFPORT
INTO
PARCEL ONE & PARCEL TWO
(PLAT BOOK 11, PAGE 9)
#1301 31ST AVENUE
TAX PARCEL #0811L–04–122.000
,CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI

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: July 28, 2022

CALS FILE: 22–02–477.dwg FIELD BOOK: n/a, PG. n/a

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:

_____
(Signature) By: Carlos Gautreaux, SRT Holdings, LLC

This 1st day of Sept., 2022.

ACKNOWLEDGE

Before me, the undersigned, personally appeared the aforenamed Carlos Gautreaux., who acknowledged that he is the Owner and he accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth.

_____
NOTARY PUBLIC

My Commission Expires: Life

STATE OF LOUISIANA
BENNY D. COUNCIL
NOTARY PUBLIC
LSBA NO. 34269
MY COMMISSION IS FOR LIFE.
SEAL

PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the _____ day of _____, 2022.

_____
Gulfport City Planning Commission
Keith Williams

_____
Planning Division Administrator
Gregory Holmes

APPROVAL

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:

_____
CLERK OF COUNCIL
Brittany Rodgers

ADOPT:

_____
PRESIDENT OF COUNCIL
F. B. "Rusty" Walker, IV

This resubdivision plat and Certificate of Resubdivision, having been submitted and approved by the Mayor, this _____ day of _____, 2022.

_____
BILLY HEWES, MAYOR

PLAT SHOWING RESUBDIVISION SURVEY

OF

LOTS 1–7, BLOCK 194 ORIGINAL GULFPORT

INTO

PARCEL ONE & PARCEL TWO

(PLAT BOOK 11, PAGE 9)
#1301 31ST AVENUE
TAX PARCEL #0811L–04–122.000
,CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI

SHEET 4 OF 4

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: July 28, 2022

CALS FILE: 22–02–477.dwg FIELD BOOK: n/a, PG. n/a

PREPARED BY AND RETURN TO:
Brad D. Wilkinson Esq. (MS Bar # 10285)
511 Keywood Circle, Flowood, MS 39232
Phone 601-355-0005
File # 2022-1938

INDEX: LOTS 1 - 7 BLOCK 194
ORIGINAL GULFPORT
HARRISON COUNTY, MS 1ST J.D.

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 and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned

GRANTOR
THE VESTRY, LLC
1301 31st Avenue, Gulfport, MS 39501
Ph. 228-239-0115

DOES HEREBY GRANT, BARGAIN, SELL, CONVEY AND WARRANT SPECIALLY TO

GRANTEE
SRT HOLDINGS, LLC
301 Main Street, Suite 2200, Baton Rouge, LA 70825
Phone No.: _____

all of their right, title and interest in and to the following described land and property situated in Harrison County, State of Mississippi, to-wit:

SEE ATTACHED EXHIBIT A

Subject to easements, restrictions, covenants, agreements, and mineral exceptions, if any, of record.

It is understood and agreed that taxes for the current year have been prorated as of this date on an estimated basis and when said taxes are actually determined, if the proration is incorrect, then the Grantor agrees to pay to the Grantee any deficit on an actual proration and, likewise, the Grantee agrees to pay to the Grantor any amount overpaid by it.

WITNESS THE SIGNATURE OF THE GRANTOR, this 8th day of June, 2022.

GRANTOR: THE VESTRY, LLC
a Mississippi limited liability company

By: John Jason Wilson Member
John Jason Wilson, Member

STATE OF Nevada

COUNTY OF Clark

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8th day of June, 2022, within my jurisdiction, the within named John Jason Wilson, Member, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Jessica Guarino
NOTARY PUBLIC

My Commission Expires:
9/2/2024

JESSICA GUARINO
Notary Public, State of Nevada
No. 08-5361-1
My Appt. Exp. Sept. 2, 2024

WITNESS THE SIGNATURE OF THE GRANTOR, this 8th day of June, 2022.

GRANTOR: THE VESTRY, LLC
a Mississippi limited liability company

By: Jennifer L. Wilson, Manager Member
Jennifer L. Wilson, Manager Member

STATE OF Nevada

COUNTY OF Clark

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8th day of June, 2022, within my jurisdiction, the within named Jennifer L. Wilson, Manager Member who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Jessica Guarino
NOTARY PUBLIC

My Commission Expires:
9/2/2024

JESSICA GUARINO
Notary Public, State of Nevada
No. 08-5361-1
My Appt. Exp. Sept. 2, 2024

EXHIBIT "A'

LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), AND SEVEN (7), IN BLOCK 194, ORIGINAL GULFPORT, LESS ANY PORTION THEREOF LYING IN THE PUBLIC RIGHT-OF-WAY, 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, REFERENCE TO WHICH IS HEREBY MADE IN AID OF AND AS A PART OF THIS DESCRIPTION.

PERMITS/INSP PAYMENT RECPT#: 11418009
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 08/03/22 TIME: 11:48
CLERK: cbrown DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 185.00

AMOUNT PAID: 185.00

PAID BY:
PAYMENT METH: CHECK

REFERENCE:

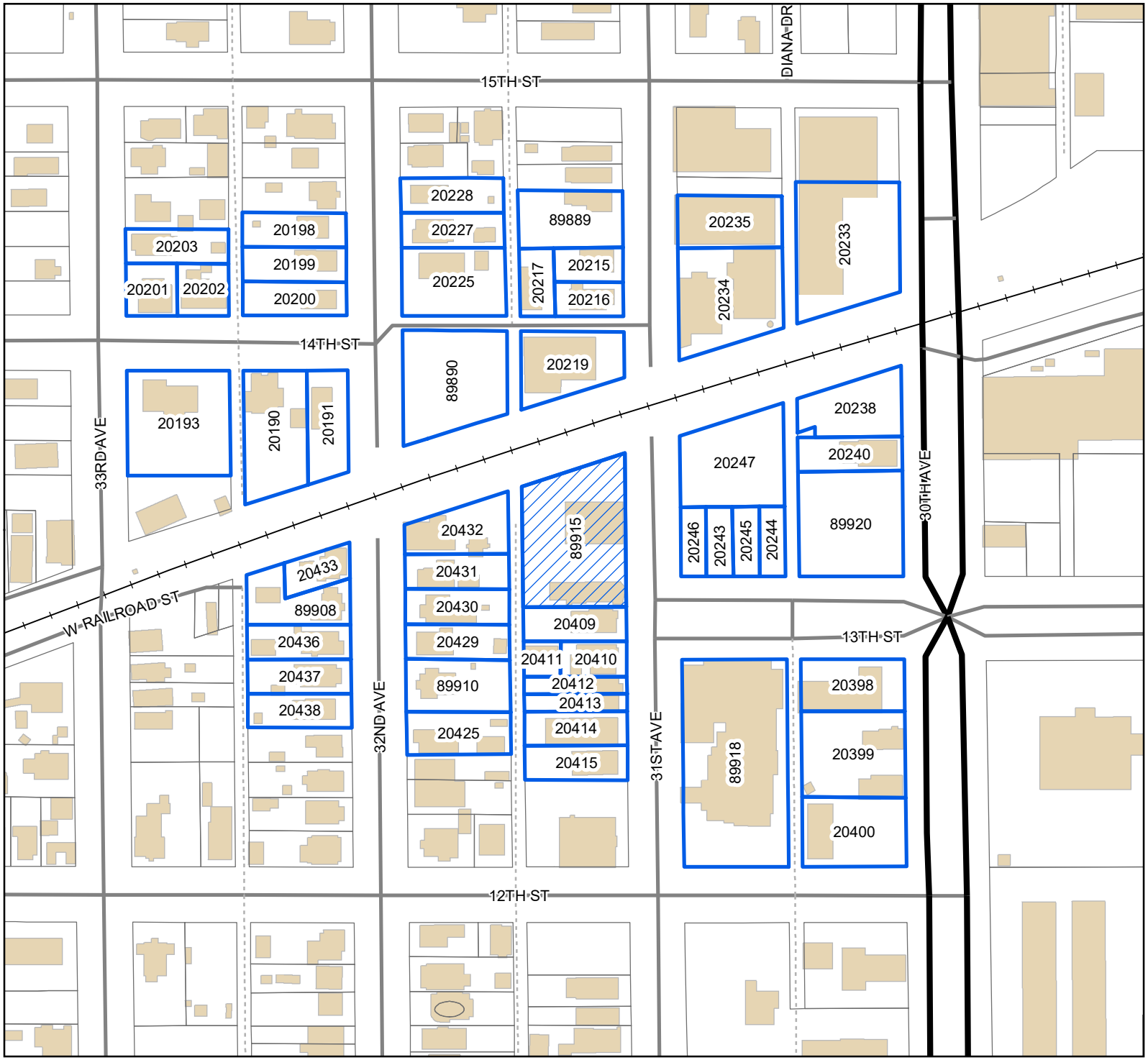
AMT TENDERED: 185.00
AMT APPLIED: 185.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	89915	0811L-04-122.000	NICHOLAS M. SHAY (OWNER)	337 BROOKLYN AVE.	NEW ORLEANS	LA	70121
	89915	0811L-04-122.000	RONALD DAVID BROWN (OWNER)	4200 BURGANDY STREET	NEW ORLEANS	LA	70117
	89915	0811L-04-122.000	LEAH SIMON (OWNER)	4200 BURGANDY STREET	NEW ORLEANS	LA	70117
	89915	0811L-04-122.000	CARLOS GAUTREAUX (OWNER)	3606 LA SABRE DR	SAN ANTONIO	TX	78218
			Adjacent Property Owners (2209PC172)				
	20228	0811L-04-023.000	LOUPE RONALD J	512 NORTH PIERCE AVE	METAIRIE	LA	70003
	20198	0811L-04-030.000	LARSEN ALLISON	1035 TREME ST	NEW ORLEANS	LA	70116
	20225	0811L-04-020.000	T D ENTERPRISE LLC	160 COUNTY RD 301	PARACHUTE	CO	81635
	20217	0811L-04-013.000	WILSON MARY E	3 DONNA CIRCLE	LONG BEACH	MS	39560
	20216	0811L-04-014.000	FLETCHER LARRY D	22110 MCGHEE DRIVE	SAUCIER	MS	39574
	20247	0811L-04-124.000	SSC REALTY INVESTMENTS LLC	3017 13TH ST	GULFPORT	MS	39501
	20432	0811L-04-103.000	FLORES HUMBERTO AGUILAR	1234 32ND AVE	GULFPORT	MS	39501
N	20246	0811L-04-127.000	SSC REALTY INVESTMENTS LLC	3017 13TH ST	GULFPORT	MS	39501
	20433	0811L-04-102.000	BALL LESIA	1235 32ND AVE	GULFPORT	MS	39501
	20430	0811L-04-105.000	SMITH DANNA L	1228 32ND AVE	GULFPORT	MS	39560
	20436	0811L-04-100.000	WILSON JOHN T	1225 32ND AVE	GULFPORT	MS	39507
	89910	0811L-04-107.000	HODA MICHAEL LEON	1220 32ND AVE	GULFPORT	MS	39501
	20219	0811L-04-016.000	FAYARD GERALD T & PETERSON L	3320 14TH ST	GULFPORT	MS	39501
	20411	0811L-04-120.001	LAWLER BILL	11621 KATIE DRIVE	PASS CHRISTIAN	MS	39571
	20414	0811L-04-117.000	ELRHOUAOUI LLC	7302 S SHELBY LN	BROKEN ARROW	OK	74014
	20415	0811L-04-117.001	BRIGHT HOWARD T JR & BRENDA J	1213 31ST AVE	GULFPORT	MS	39501
	20244	0811L-04-125.000	SSC REALTY INVESTMENTS LLC	3017 13TH ST	GULFPORT	MS	39501
N	20245	0811L-04-126.000	SSC REALTY INVESTMENTS LLC	3017 13TH ST	GULFPORT	MS	39501
	20431	0811L-04-104.000	WEIL TRAVERS J	1230 32ND AVE	GULFPORT	MS	39501
	89908	0811L-04-101.000	LOPEZ TARMA TOY & RICHARD L HANEY	1229 32ND AVE	GULFPORT	MS	39501
	20409	0811L-04-121.000	BOLZ GULFPORT RENTAL LLC	8 TRIANON PLAZA	NEW ORLEANS	LA	70125
	20437	0811L-04-099.000	BENNETT NEIANI F	1219 32ND AVE	GULFPORT	MS	39501
	89918	0811L-04-128.000	SSC REALTY INVESTMENTS LLC	3017 13TH ST	GULFPORT	MS	39501
	20234	0811L-04-003.000	DAVID WOLF REAL ESTATE TRUST	23499 STABLEWOOD CIR	PASS CHRISTIAN	MS	39571
	20199	0811L-04-031.000	ZANDER GAIL S FKA	1407 32ND AVENUE	GULFPORT	MS	39501
	20202	0811L-04-033.000	MONTAGUE DOROTHY J	3214 14TH ST	GULFPORT	MS	39501
	20200	0811L-04-032.000	MCGUIRE DAVID M	602 BUNKER HILL ROAD	CLARKSVILLE	TN	37042
	20191	0811L-04-074.000	WESTRICK RANDY R	17464 COUNTRY OAK LANE	GULFPORT	MS	39503
	20190	0811L-04-073.000	C'EST FOU SERVICES LLC	916 MANGO AVE	SUNNYVALE	CA	94087
	20235	0811L-04-004.000	DAVID WOLF REAL ESTATE TRUST	23499 STABLEWOOD CIR	PASS CHRISTIAN	MS	39571
	20233	0811L-04-002.000	RENAUDIN FAMILY PROPERTIES LLC	711 OXLEY STREET	KENNER	LA	70065

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	20203	0811L-04-035.000	LEVY ELIZABETH B	1408 33RD AVE	GULFPORT	MS	39501
	20215	0811L-04-012.000	WOLF DAVID REAL ESTATE TRUST C/O DAVI	23499 STABLEWOOD CIR	PASS CHRISTIAN	MS	39571
	89920	0811L-04-134.000	GULF SOUTH SURGERY CENTER LLC	1206 31ST AVE	GULFPORT	MS	39501
	20413	0811L-04-118.000	CAMERON CHARLES DREW & SUSAN J	108 MCCAUGHAN AVE	LONG BEACH	MS	39560
	20425	0811L-04-109.000	HENDERSON KENT W	1212 32ND AVE	GULFPORT	MS	39501
	20201	0811L-04-034.000	REAM GARY	3224 14TH STREET	GULFPORT	MS	39501
	20193	0811L-04-072.000	GUEL MICHAEL E	P O BOX 1045	GULFPORT	MS	39502
	20243	0811L-04-127.001	SSC REALTY INVESTMENTS LLC	3017 13TH ST	GULFPORT	MS	39501
	20429	0811L-04-106.000	HODA JOANN HENDON	1224 32ND AVE	GULFPORT	MS	39501
	20398	0811L-04-133.000	O'NEAL/STROO PROPERTIES LLC	21 TREASURE PT	HATTIESBURG	MS	39402
	20412	0811L-04-119.000	MELINDA KATHLEEN STECK REV -TRUST-	602 LOUIS DR	HOUMA	LA	70364
	20399	0811L-04-132.000	WUA 30TH AVENUE LLC	1209 30TH AVE	GULFPORT	MS	39502
	20400	0811L-04-131.000	DOAN GIAU	3756 RIVER LOOP DRIVE	D'IBERVILLE	MS	39540
	89889	0811L-04-010.000	EBHJ PROPERTIES LLC	6401 SHORE DR	OCEAN SPRINGS	MS	39564
	20227	0811L-04-022.000	TOMOHAWK PROPERTIES LLC	7247 LIVE OAK WAY	PASS CHRISTIAN	MS	39571
	20240	0811L-04-135.000	HOLT WILLIE E-L/E-&ZENOBIA ANN-L/E-	13232 CHASAE LANE	GULFPORT	MS	39503
	20410	0811L-04-120.000	BPF LLC	P O BOX 1326	GULFPORT	MS	39502
	20438	0811L-04-098.000	GULF COAST RENTAL HOMES INC	3505 KITES AVE	PEARL	MS	39208
	89890	0811L-04-017.000	WOLF DAVID REAL ESTATE TRUST C/O DAVI	23499 STABLEWOOD CIR	PASS CHRISTIAN	MS	39571

2209PC172

Resubdivision



Legend

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

0 30 60 90

Yards

1 inch = 200 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.

mw

RE: Resubdivision 2209PC172, by owners Nicholas Shay, Ronald David Brown, Leah Simon, & Carlos Gautreaux, tax parcel 0811L-04-122.000, Divide into two new parcels, 1301 31st Ave, Zoned T4+ (General Urban Zone "Plus"), 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, September 22, 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, September 22, 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: September 22, 2022

Re: **General Plan 2209PC173:**

General Plan 2209PC173, by owner C&G Holdings, LLC, tax parcel 1010M-01-013.001, Requests approval for a 75-lot Zero Lot Line subdivision (Gulf Grove), Cowan Rd, Zoned T4+ (General Urban Zone "Plus") and T4L (General Urban Zone "Limited"), Ward 2

Technical Report

General Plan
(Gulf Grove Subdivision)

GENERAL INFORMATION

Case File Number: 2209PC173

Hearing Date: September 22, 2022

Current Zoning/Use: T4+ / Vacant Property

Legal: General Plan 2209PC173, by owner C&G Holdings, LLC, tax parcel 1010M-01-013.001, Requests approval for a 75-lot Zero Lot Line subdivision (Gulf Grove), Cowan Rd, Zoned T4+ (General Urban Zone "Plus") and T4L (General Urban Zone "Limited"), Ward 2

TECHNICAL DETAILS

The applicant requests to develop a new subdivision, Gulf Grove Subdivision, on a 14.8-acre property. Currently, the project proposes 75 lots in a zero-lot line development on a property that is in a T4L and T4+ zone.

Zero-lot line regulations allow for densities as low as 2,800 square feet per lot. The applicant proposes a development with an average lot size of approximately 5,000 square feet.

EXECUTIVE SUMMARY

This will be a high-density development in an area with density potential. Several issues adjusting by the Planning Commission before the application can proceed.

1. A 42' Alley R.O.W. is not by definition something that exists per code. The applicant should be requesting a 42' one-way street. The Planning Commission will have to find hardship to offer a waiver.
2. A 23' R.O.W. is not allowed per code. The applicant should be requesting a 23'street access to the detention pond. The Planning Commission will have to find hardship to offer a waiver.

Any approval should consider these conditions:

1. The applicant must rezone the property to allow for a full T4+ or T4L zone in order to prevent a divided zone neighborhood.
2. To comply with Appendix D of the IFC. All homes shall be sprinkled with a NFPA 13D system or provide 2nd fire apparatus access road to 5th Street.
3. Three additional street names are needed as the one-way street needs a name and the 90 degree turns create intersections that needs name alternatives for the new segments.
4. Protected trees are to be preserved and protected. 10 live oaks are authorized for removal per permit 2208TP154
5. Provide all construction documents per subdivision & drainage ordinances

7.12

Technical Report

General Plan
(Gulf Grove Subdivision)

DEPARTMENTAL CONDITIONS

Engineering:	Provide all construction documents per subdivision & drainage ordinances. Memo dated 9/12/22
Public Works:	Provide all construction documents per subdivision & drainage ordinances. Memo dated 9/12/22.
Traffic and Safety:	No comments as of 9/12/2022.
Building Code Services:	To comply with Appendix D of the IFC. All homes shall be sprinkled with a NFPA 13D system or provide 2nd fire apparatus access road to 5th Street. Memo dated 9/12/22.
GIS:	No conditions. Memo dated 9/12/22.
Police Department:	No conditions. Memo dated 9/07/22.
Fire Department:	No conditions. Memo dated 9/08/22.
City Arborist:	Protected trees are to be preserved and protected. 10 live oaks are authorized for removal per permit 2208TP154. Memo dated 9/07/22.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

_____
Greg Pietrangelo
Director of Urban Development Department

12.12

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

APPLICATION FOR GENERAL SUBDIVISION PLAN FOR ZERO LOT LINE

For Staff Use Only

Case File #: 2209PC173
Date Received: 8/4/2022
Receipt #:
Received By:
Zoning: T4+
Ward: 2 Flood: X
Size: 646,589 sqft.

Property Information

TAX PARCEL # 1 0 1 0 M – 0 1 – 0 1 3 ● 0 0 1

(If necessary, use separate sheet of paper)

Address of Property Involved: Cowan Road

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

General Location: East Side of Cowan Road, North of 5th Street, South of Forest Drive

GENERAL DESCRIPTION OF REQUEST:

Request Zero Lot Line Subdivision Approval (75 Lots)

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
C&G Holdings, LLC Printed Name Of Owner	Printed Name Of Agent
14397 Creosote Road Mailing Address	Mailing Address
Gulfport MS 39503 City State Zip code	City State Zip code
228-669-7071 Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
charlie@gant-brown.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) Charles M. Gant

ADDRESS (STREET, CITY, STATE, ZIP CODE 9326 Lobouy Rd Pass Christian, MS 39571

PHONE # (H) 228-669-7071 (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

NAME OF OWNER (PRINT) Wynn Clark

ADDRESS (STREET, CITY, STATE, ZIP CODE 9326 Lobouy Rd Pass Christian, MS 39571

PHONE # (H) 228-380-8656 (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: Wynn E Clark

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: _____

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 90939 MARCELLA RICHARDSON Commission Expires June 14, 2025 HARRISON COUNTY

M. Richardson

C&G HOLDINGS, LLC RESOLUTION

I HEREBY CERTIFY that the following is a true transcript of minutes of a Special Meeting of all the Members of C& G Holdings, LLC, a limited liability company organized and existing under the laws of the State of Mississippi, of a Resolution duly adopts at a meeting of said Members on the 3 day of August, 2022 that is still in full force and effect:

BE IT THEREFORE RESOLVED that the Members of C&G Holdings, LLC, a Mississippi Limited Liability Company, be authorized to sign any and all documents as required by the City of Gulfport to act as agent in any manners as required by the City of Gulfport.

BE IT FURTHER RESOLVED that either Member Charles Gant or Wynn Clark, be and are hereby authorized to execute any and all documents necessary to carry out the intent of this Resolution.

Charles M Gant

Wynn Clark

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 90939
MARCELLA RICHARDSON
Commission Expires
June 14, 2025
HARRISON COUNTY

PROPOSED ZERO LOT LINE DEVELOPMENT:

GULF GROVE SUBDIVISION

A SUBDIVISION BEING LOCATED IN THE PART OF THE
NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31,
TOWNSHIP 7 SOUTH, RANGE 10 WEST, FIRST JUDICIAL DISTRICT,
HARRISON COUNTY, MISSISSIPPI.

GENERAL NOTES:

1.) TOTAL NUMBER OF LOTS = 75.

2.) TOTAL AREA = 14.9 ACRES.

3.) ALL EASEMENTS SHOWN HEREON ARE DRAINAGE, UTILITY, AND ACCESS EASEMENTS UNLESS OTHERWISE NOTED.

4.) VARIATIONS BETWEEN RECORD OR DEED CALLS AND SURVEY CALLS ARE DUE TO AN EXCESS OR SHORTAGE BETWEEN FOUND MONUMENTATION AND OBSERVED POSSESSION LINES AND DIFFERENCES IN FIELD SURVEY COLLECTION PROCEDURES.

5.) THERE IS A 10' UTILITY AND DRAINAGE EASEMENT RESERVED ALONG ALL FRONT LOT LINES UNLESS OTHERWISE STATED.

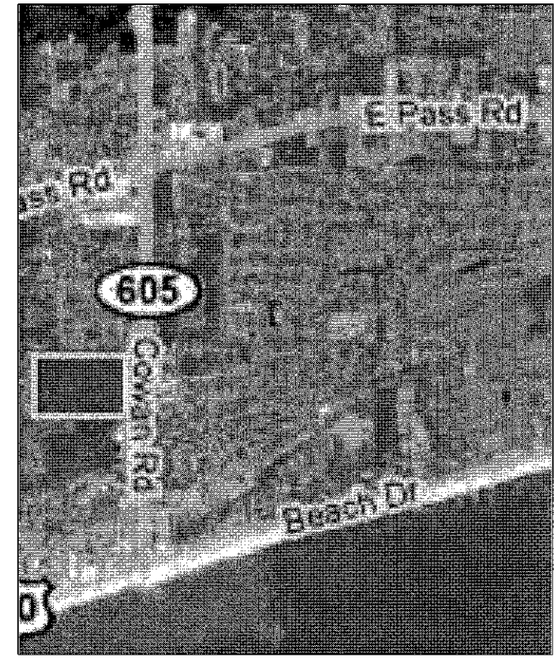
RECORD DESCRIPTION FOR LOT 1 (RECORDED SURVEY FILED AT INSTRUMENT # 2007-12090-D-J1):
A PARCEL OF LAND SITUATED IN THE CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, AND THE STATE OF MISSISSIPPI, LYING IN PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 10 WEST, AND BEING PART OF RE-SUBDIVISION OF PARCEL NUMBER 1 PER INSTRUMENT # 2006-6616-D-J1 RECORDED JULY 27, 2006, OF THE LAND RECORDS OF SAID HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE PRESENT WESTERLY RIGHT-OF-WAY OF COWAN ROAD WITH THE NORTHERLY MARGIN OF 5TH STREET; NORTH 36 DEGREES 50 MINUTES 22 SECONDS EAST 29.71 FEET ALONG SAID WESTERLY RIGHT-OF-WAY; THENCE NORTH 01 DEGREES 24 MINUTES 33 SECONDS WEST 115.58 FEET ALONG SAID WESTERLY RIGHT-OF-WAY; THENCE NORTH 01 DEGREES 24 MINUTES 33 SECONDS WEST 65.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, A RADIAL LINE TO SAID POINT BEARS SOUTH 88 DEGREES 35 MINUTES 38 SECONDS WEST; THENCE 385.55 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 2,791.94 FEET, THROUGH A CENTRAL ANGLE OF 7 DEGREES 54 MINUTES 44 SECONDS WITH A CHORD THAT BEARS NORTH 2 DEGREES 33 MINUTES 00 SECONDS EAST A DISTANCE OF 385.24 FEET TO A POINT OF NON-TANGENCY, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY, NORTH 89 DEGREES 50 MINUTES 25 SECONDS WEST A DISTANCE OF 232.23 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 48 SECONDS EAST A DISTANCE OF 428.16 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 22.58 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 02 SECONDS WEST A DISTANCE OF 86.44 FEET, THENCE SOUTH 00 DEGREES 33 MINUTES 58 SECONDS WEST A DISTANCE OF 160.98 FEET TO THE NORTHERLY MARGIN OF 5TH STREET, WIDTH VARIES, THENCE ALONG SAID NORTHERLY MARGIN, NORTH 89 DEGREES 50 MINUTES 28 SECONDS WEST A DISTANCE OF 65.11 FEET; THENCE LEAVING SAID NORTHERLY MARGIN, NORTH 89 DEGREES 52 MINUTES 08 SECONDS WEST 295.30 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 43 SECONDS WEST 187.96 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 05 SECONDS WEST 417.81 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 17 SECONDS WEST A DISTANCE OF 417.67 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 23 SECONDS EAST A DISTANCE OF 357.95 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 13 SECONDS EAST A DISTANCE OF 1,110.75 FEET; THENCE SOUTH 01 DEGREES 46 MINUTES 38 SECONDS WEST A DISTANCE OF 115.75 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 25 SECONDS EAST A DSITANCE OF 179.64 FEET; THENCE SOUTH 05 DEGREES 23 MINUTES 00 SECONDS WEST A DISTANCE OF 40.82 FEET TO A POINT OF NON-TANGENT CURVATURE; A RADIAL LINE TO SAID POINT BEARS NORTH 83 DEGREES 18 MINTUES 03 SECONDS WEST; THENCE 9.41 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 2,791.94 FEET, THROUGH A CENTRAL ANGLE OF 00 DEGREES 11 MINUTES 35 SECONDS, WITH A CHORD THAT BEARS SOUTH 06 DEGREES 36 MINUTES 09 SECONDS WEST A DISTANCE OF 9.41 FEET TO THE TRUE POINT OF BEGINNING.

OWNER:

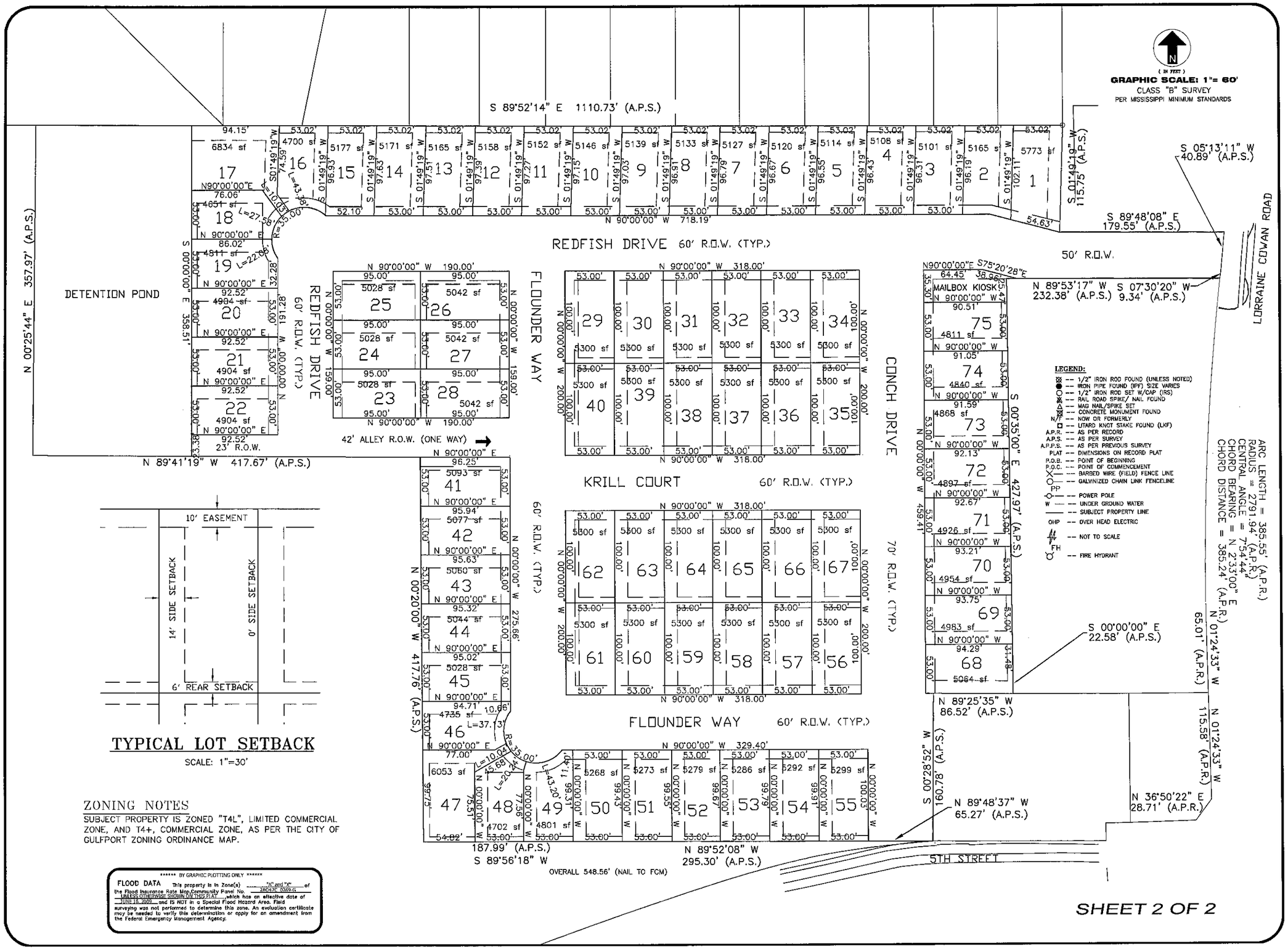
C&G HOLDINGS, LLC.
14397 CREOSOTE ROAD
GULFPORT, MS 39503

ENGINEER:

DANIEL R. BOUDREAUX, JR., P.E., INC.
17381 SOUTH CARR BRIDGE ROAD
BILOXI, MS 39532



VICINITY MAP
SCALE: N.T.S.


GRAPHIC SCALE: 1"= 60'
CLASS "B" SURVEY
PER MISSISSIPPI MINIMUM STANDARDS
S 89°52'14" E 1110.73' (A.P.S.)
N 00°25'44" E 357.97' (A.P.S.)
DETENTION POND
N 89°41'19" W 417.67' (A.P.S.)
N 90°00'00" W 718.19'
REDFISH DRIVE 60' R.O.W. (TYP.)
S 05°13'11" W 40.89' (A.P.S.)
S 89°48'08" E 179.55' (A.P.S.)
50' R.O.W.
LORRAINE COWAN ROAD
N 89°53'17" W 232.38' (A.P.S.)
S 07°30'20" W 9.34' (A.P.S.)
MAILBOX KIOSK
N 90°00'00" W 318.00'
FLOUNDER WAY
CONCH DRIVE
KRILL COURT 60' R.O.W. (TYP.)
FLOUNDER WAY 60' R.O.W. (TYP.)
REDFISH DRIVE 60' R.O.W. (TYP.)
42' ALLEY R.O.W. (ONE WAY)
N 90°00'00" W 190.00'
N 00°20'00" W 417.76' (A.P.S.)
N 90°00'00" W 329.40'
S 00°35'00" E 427.97' (A.P.S.)
70' R.O.W. (TYP.)
60' R.O.W. (TYP.)
S 00°00'00" E 22.58' (A.P.S.)
N 89°25'35" W 86.52' (A.P.S.)
S 00°28'52" W 160.78' (A.P.S.)
N 89°48'37" W 65.27' (A.P.S.)
N 01°24'33" W 65.01' (A.P.R.)
N 01°24'33" W 115.58' (A.P.R.)
N 36°50'22" E 28.71' (A.P.R.)
ARC LENGTH = 385.55' (A.P.R.)
RADIUS = 2791.94' (A.P.R.)
CENTRAL ANGLE = 7°54'44"
CHORD BEARING = N 2°33'00" E
CHORD DISTANCE = 385.24' (A.P.R.)
187.99' (A.P.S.)
S 89°56'18" W
N 89°52'08" W 295.30' (A.P.S.)
OVERALL 548.56' (NAIL TO FCM)
5TH STREET
LEGEND:
1/2" IRON ROD FOUND (UNLESS NOTED)
IRON PIPE FOUND (IPF) SIZE VARIES
1/2" IRON ROD SET W/CAP (IRS)
RAIL ROAD SPIKE/ NAIL FOUND
MAG NAIL/SPIKE SET
CONCRETE MONUMENT FOUND
N/F NOW OR FORMERLY
LITARO KNOT STAKE FOUND (LKF)
A.P.R. AS PER RECORD
A.P.S. AS PER SURVEY
A.P.P.S. AS PER PREVIOUS SURVEY
PLAT DIMENSIONS ON RECORD PLAT
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
BARBED WIRE (FIELD) FENCE LINE
GALVINIZED CHAIN LINK FENCELINE
POWER POLE
UNDER GROUND WATER
SUBJECT PROPERTY LINE
OHP OVER HEAD ELECTRIC
NOT TO SCALE
FH FIRE HYDRANT
10' EASEMENT
14' SIDE SETBACK
0' SIDE SETBACK
6' REAR SETBACK
TYPICAL LOT SETBACK
SCALE: 1"=30'
ZONING NOTES
SUBJECT PROPERTY IS ZONED "T4L", LIMITED COMMERCIAL ZONE, AND T4+, COMMERCIAL ZONE, AS PER THE CITY OF GULFPORT ZONING ORDINANCE MAP.
****** BY GRAPHIC PLOTTING ONLY ******
FLOOD DATA This property is in Zone(s) "A" and "X" of the Flood Insurance Rate Map,Community Panel No. 280470 0269 G UNLESS OTHERWISE SHOWN ON THIS PLAT which has an effective date of JUNE 16, 2009 and IS NOT in a Special Flood Hazard Area. Field surveying was not performed to determine this zone. An evaluation certificate may be needed to verify this determination or apply for an amendment from the Federal Emergency Management Agency.
SHEET 2 OF 2

MINUTES OF

THE ORGANIZATIONAL MEETING

OF

C & G HOLDINGS, LLC

The organization meeting was held at 2355 Pass Road, Biloxi, Mississippi, on March 11, 2010, at 10:00 o'clock A.M.

The undersigned, being the members of the limited liability company, consented to and ratified the action taken to organize the limited liability company as hereafter stated:

The Waiver of Notice of the meeting was presented and read to the meeting, subscribed by the persons named in the Certificate of Formation, and it was ordered that it be appended to the minutes of the meeting.

The ownership interests are as follows:

Entity	Units	%
Charles M. Gant	50	50
Wynn Clark	50	50

The Organizer then stated that this meeting would be considered as the first meeting of the members to organize the limited liability company and to transact such business as should properly come before the meeting.

The Manager Members, Charles M. Gant and Wynn Clark, then presented and read to the meeting a copy of the Certificate of Formation and reported that on February 26, 2010, the original thereof was filed in the office of the Secretary of State of this State and was executed by the Organizer and overnighted for filing with the Secretary of State of this State. The copy of the Certificate of Formation were ordered appended to the minutes of the meeting.

The Manager Member, Charles M. Gant, then presented a proposed Limited Liability Company Agreement prepared by Jay K. Jordan, Esquire. The proposed agreement was read to the meeting, considered and was adopted as and for the Limited Liability Company Agreement of the limited liability company and ordered appended to the minutes of the meeting.

A total of 100 units are outstanding and is allocated to the following member, as follows:

Entity	Units	%
Charles M. Gant	50	50%
Wynn Clark	50	50%

The following business was conducted:

(1) LIMITED LIABILITY COMPANY DOMICILE:

Upon motion duly made, seconded and carried, it was

RESOLVED, that an office of the limited liability company be established and maintained at 2355 Pass Road, Biloxi, MS 39531, State of Mississippi, and that meeting of the members from time to time may be held either at the principal office or at such other place as the members shall from time to time order.

(2) EXPENSES ARISING OUT OF THE ORGANIZATION OF THE LIMITED LIABILITY COMPANY:

Upon motion duly made, it was

RESOLVED, that the Manager Members of the limited liability company be and hereby are authorized to pay all charges and expenses incident to or arising out of the organization of the limited liability company and to reimburse any person who has made any disbursement therefor.

(3) RATIFICATION OF PRIOR ACTS:

Upon motion duly made, seconded and carried, it was

RESOLVED, that all prior acts of the Organizer in organizing and obtaining the Charter of the Limited Liability Company is hereby approved, confirmed and ratified.

(4) LIMITED LIABILITY SEAL, CERTIFICATES, RECORD BOOK AND LETTERHEAD:

The seal proposed for use as the company seal, a specimen membership certificate proposed for use as the company membership certificate, the company record book, the member ledger and the proposed letterhead was proposed and

RESOLVED, that the seal now presented at this meeting, an impression of which is directed to

be made in the minutes
of this meeting, be and
the same hereby is
adopted as the seal
of the company, and
further

RESOLVED, that the specimen membership certificate presented to this meeting be and hereby is adopted as the form of membership certificate to be issued to represent interest in the company, and further

RESOLVED, that the proposed company record book, including the member ledger, be and hereby is adopted as the record book and member ledger of the limited liability company.

RESOLVED, that the proposed company letterhead be and hereby is adopted at the letterhead of the limited liability company.

(5) LIMITED LIABILITY COMPANY BANK ACCOUNT:

_____Upon motion duly made, it was

RESOLVED, that any of the Manager Members is hereby ordered to open a bank account in the name of this limited liability company with _____ Bank for the deposit of funds belonging to the limited liability company, such funds to be withdrawn by check of the limited liability company which may be signed by any of its Manager Members.

(6) AUTHORITY OF MEMBERS:

_____Upon motion duly made, it was

RESOLVED, that the limited liability company by and through any of its Manager Members, Charles M. Gant or Wynn Clark, are/is authorized to enter into contracts, execute any and all conveyances, notes, and deeds of trust, together with any and all other documents necessary for the operation of the limited liability company, as provided in the Limited Liability Company Agreement. In the event additional Members are added to the Company, all its Members must authorize the execution of any contracts, conveyances, notes, and deeds of trust together with any and all other documents necessary for the operation of the limited liability company.

(7) MISCELLANEOUS PROVISIONS:

Upon motion duly made, it was

RESOLVED, that the limited liability company shall operate on a calender year basis. The cash basis of accounting shall be used by the limited liability company and the limited liability company shall be treated as a partnership for tax reporting purposes.

(8) PROPOSAL OF FORMATION:

The Manager Member, Charles M. Gant, then presented to the meeting a written Proposal for Formation from Jay K. Jordan, organizer, addressed to this limited liability company.

Upon motion duly made, the said Proposal of Formation was ordered filed with the members and he appended a copy of the said Proposal to the minutes.

The Proposal was taken up for consideration and the following resolution was on motion adopted:

WHEREAS, a written Proposal for Formation has been made to this limited liability company which proposal has been appended to these minutes, and

WHEREAS, in the judgment of the members the assets proposed to be transferred to the limited liability company are reasonably worth the amount of the consideration demanded therefore, and that it is in the best interests of this limited liability company to accept the said offer as set forth in said Proposal,

NOW THEREFORE, IT IS RESOLVED that said offer, as set forth in said Proposal, be and the same hereby is approved and accepted, and that in accordance with the terms thereof, this limited liability company shall as full payment for said property issue to said offeror(s) or nominee(s) fully paid and non-assessable interests of this limited liability company, and it is

FURTHER RESOLVED, that upon the delivery to this limited liability company of said assets and the execution and delivery of such proper instruments as may be necessary to transfer and convey the same to this limited liability company, the members of this limited liability company are authorized and directed to execute and deliver the certificate or certificates for such interests as are required to be issued and deliver on acceptance of said offer in accordance with the foregoing.

Upon notion duly made, it was

RESOLVED, that the limited liability company proceed to carry on the business for which it was organized, and further

RESOLVED, that the signing of these minutes shall constitute full ratification thereof and waiver of notice of the meeting by the signatories.

There being no further business before the meeting, on motion duly made, the meeting was adjourned.

DATE: March _____, 2010.

Charles M. Gant, Manager Member

Wynn Clark, Manager Member

APPROVED:

Jay K. Jordan, Organizer

A true copy of each of the following papers referred to in the foregoing minutes is appended hereto:

Waiver of notice of the meeting
Certificate of Formation
Limited Liability Company Agreement
Proposal of Formation
Resolution for the Deposit of Funds

STATE OF MISSISSIPPI

COUNTY OF HARRISON

C & G HOLDINGS, LLC
LIMITED LIABILITY COMPANY AGREEMENT

This Agreement is made and entered into this the 12 day of March, 2010, by and between the persons hereinafter admitted and listed on Schedule "A" as Members.

1. Name of Business. The parties hereby enter into a Mississippi Limited Liability Company under the name of **C & G HOLDINGS, LLC** ("the Company") under the provision of the Mississippi Limited Liability Company Act (the "Act"), and except as herein otherwise expressly provided the rights and liabilities of the Members shall be as provided in the Act. The business of the Company may be conducted under such trade or fictitious names as the Members may determine.

2. Definitions.

(a) "Agreement" means this Limited Liability Company agreement as amended, modified, or supplemented from time to time.

(b) "Contribution" means any cash, property, services rendered, or a promissory note.

(c) "Capital Account" means an account maintained for each Member which is equal to such Member's original capital contribution, increased by additional capital contributions and such Member's share of the company profits and as decreased by distributions and such Member's share of Company losses.

(d) "Event of Disassociation" means an event that causes a person to cease to be a Member as provided for by this agreement and as provided in Miss. Code Section 79-29-307 and Section 79-29-702.

(e) "Limited Liability Company Interest" means a Member's share of the profits and losses of the limited liability company and the right to receive distributions of limited liability company assets.

(f) "Manager Member" or "Manager(s)" means a person or persons who are named in the Certificate of Formation or the Limited Liability Company Agreement or amendments thereto to manage the limited liability company.

(g) "Member" means a person that has been admitted to a limited liability company as provided in Miss. Code Section 79-29-301 and that has not become disassociated from the company.

(h) "Person" means an individual or individuals, corporation, nonprofit corporation, business trust, estate, trust, partnership, limited partnership, association, joint venture, limited liability company, government, governmental subdivision or agency, and other legal or commercial entity, nominee or any individual or entity in any representative capacity.

(i) "Company" shall mean C & G HOLDINGS, LLC formed pursuant to this Agreement by the parties hereto and as the Company may from time to time be constituted.

(j) "Transfer" means the assignment, transfer, sale, encumbrance, pledge or other disposition of all or any portion of Membership interest, including any right to receive any allocations and distributions attributed to the interest.

3. Term. The Company shall commence doing business on such date as the Certificate of Formation is filed in the office of the Mississippi Secretary of State and shall continue thereafter from year to year until terminated as herein provided.

4. Purpose and Operation. The Company shall have the authority to carry on any lawful business, purpose or activity as allowed in Miss. Code Section 79-29-108; to own, hold, rent, operate, sell or otherwise dispose of both real and personal property for profit; to enter into and execute any lease, contract, agreement, deed, mortgage, UCC, or other instrument or document required or otherwise appropriate to lease, sell, mortgage, convey, option, or refinance both real and personal property; to borrow money, to lend money at the Company's discretion at rates and terms acceptable to its Members, and execute promissory notes; to secure the same by deed of trust upon the property; to renew or extend any and all loans or notes and to convey property in fee simple by deed, lease, mortgage or otherwise; to enter into any other ventures that the Members may decide; to carry on any and all activities; and to engage in such activities as the Members shall determine.

5. Name and Address of Members and Principal Place of Business. The names and addresses of the Members are as set forth in Schedule A attached hereto and made a part hereof. The principal place of business and office of the Company at which the records required to be maintained by the Company under the act shall be at such place or places as the Members may designate.

6. Capital. Each Member shall contribute the sums described on Schedule "A" upon execution of this agreement and such sum shall be credited to each Member's capital account. An individual capital account shall be established and maintained for each Member. A Member shall not be entitled to interest on his capital contribution, or to withdraw any part of his capital account without the unanimous consent of the other Members, or to receive any distributions from the

Company except as specifically provided herein. By unanimous agreement, the Members may transfer to capital a portion of the net profits of the Company. The Company may by unanimous vote of the existing Members require additional capital contributions in such amounts and on such terms as the Members may deem appropriate. The capital of the Company shall consist of any and all assets retained in the name of C & G HOLDINGS, LLC, including real and personal property of every type wherever said assets may be located.

7. Profit and Loss.

(a) The "Profits" and "Losses" of the Company shall be the net profits and losses of the Company for federal income tax purposes.

(b) Each item of the Company's income, gain, loss, deduction, or credit from operations shall be allocated to the Members in accordance with their respective ownership interest reflected on Schedule "A".

(c) A separate income account shall be maintained for each Member. If a Member has no balance in his income account and losses are incurred by the Company, such losses shall be charged to his capital account.

(d) No interest or additional share of profits shall inure to any Member by reason of his capital account being proportionally in excess of the capital account of the others.

8. Addition of New Members. The company may take on additional Members at any time upon a unanimous vote of the existing Membership. Any new Member shall be regulated by this agreement and any amendments thereto upon admission to the company and shall execute a certificate assenting to the terms of this agreement prior to admission to the Company.

9. Classes and Voting. Any action required or permitted to be taken by the Members of the Company may be taken upon a majority vote of all Members, unless otherwise stated herein. Each Member shall have voting power equal to each Member's percentage of ownership as reflected on the attached Schedule "A". The Company shall provide not less than ten (10) days, and not more than thirty (30) days written notice to each Member of the time, place or purpose of any meeting at which any matter is to be voted on by the Members, except that any Member may waive any such notice in writing or may consent to action without a meeting. Voting at such meetings may be in person or by proxy.

10. Management Duties and Restriction. The Manager Members shall be Charles M. Gant and Wynn Clark, who shall be the managers and shall attend to all details relating thereto, devoting so much time as is necessary to the conduct of the business. Any of the managing members shall have the right to draw checks upon any bank account of the Company and to make, deliver and accept commercial papers in connection with the business of the Company. The managers shall also have full and unlimited power to conduct the business of the Company, including, but not limited to, those powers enumerated in the act, this agreement, and other powers created by implication of law.

11. Registered Agent. The company shall at all times maintain a registered agent for service of process. The company hereby appoints Jay K. Jordan, Esq., 2355 Pass Road, Biloxi, MS 39531 as the registered agent for the company. The registered agent may be changed at any time by majority vote of the current Membership in accordance with Miss. Code Section 79-29-106.

12. Banking.

(a) All funds of the Company are to be deposited in its name in such checking account or other accounts as may be designated by the Members.

(b) The Members shall have the right to draw checks upon any bank account of the Company, in connection with the business of the Company.

13. Records. The Company shall keep at its principal place of business the following:

(a) A current list of the full name and last known street address of each Member.

(b) A copy of the Certificate of Formation and all Certificates of Amendment and restatement thereof.

(c) Copies of any then effective limited liability company agreement(s).

(d) A writing setting out the amount of cash and a description and statement of the agreed value of other property or services contributed by each Member and which each Member has agreed to contribute.

Each Member and/or Member's designated or legal representative, at his or her own expense shall have the right to inspect, copy, and audit the Company's books and records at any time during normal business hours by providing two (2) days prior written notice to the Members.

14. Accounting Period and Method. The Company's accounting period shall be the calender year, unless otherwise determined by the Members. The Company shall report for income tax purposes on the cash basis of accounting unless otherwise designated by the Members.

15. Restrictions on Member's Transferability.

(a) Restriction. Each Member agrees that he will not transfer, assign, sell, give, pledge, hypothecate or otherwise encumber any of his Membership units in the Company, and any attempt to do any of the foregoing without prior written consent shall be null and void and of no effect.

(b) Transfers During Lifetime or Existence. If a Member (hereinafter referred to as "Selling Member") should desire to sell, give, assign, pledge or otherwise transfer, encumber or dispose of all or any part of his or her Membership units in the Company, then such Membership units shall be subject to the options set forth in Paragraph **17** hereof. If either of the options stated in Paragraph **17** are exercised, the Selling Member shall be required to dispose of his or her Membership units pursuant to such option and the terms of this Agreement. A Selling Member must give written notification to each of the other parties to this agreement of his or her intention to transfer or encumber his or her Membership units in the Company prior to any transfer or encumbrance of such Membership units. The aforesaid notification shall include a statement indicating the number of such Membership units that the Selling Member intends to transfer or encumber and all other material details of such transaction. The first option period for the purposes of Paragraph **17** hereof shall begin on the date that all of the parties hereto have received the Selling Member's written notification of his or her intention to transfer or encumber his Membership units in the Company as set forth above.

16. Transfers At Death. Upon the death of a Member, all of the Deceased Member's Membership units in the Company shall be subject to the options set forth in Paragraph **17** hereof.

If either of the options in Paragraph **17** are exercised, the Deceased Member's executor, administrator, or personal representative shall be required to dispose of the Deceased Member's Membership units pursuant to such options and the terms of this agreement. The first option period for the purposes of Paragraph **17** hereof shall begin on the date of the qualification of an executor, administrator or other personal representative for the Deceased Member's estate.

17. Options. The Membership units of a Selling Member for which he or she has expressed his or her intention to transfer or encumber as referred to in Paragraph **15(b)** hereof and the Membership units of a Deceased Member as referred to in Paragraph **16** hereof, shall be subject to the options to purchase set forth below:

(a) First Option. During their lifetimes, the remaining Members shall each have the right to purchase a portion of the Selling or Deceased Member's Membership units in the Company pro rata to such Member's percentage of ownership in the Company. Each Member shall have either a period of thirty (30) days after notification of an intent to sell as set forth in paragraph **15(b)** hereof or a period of ninety (90) days after the qualification of an executor, administrator or personal representative as set forth in paragraph **16** hereof, to give notice to the Company of their intention to purchase all or any part of their allocable portion of the aforementioned Membership units. If any Member does not exercise his or her right to purchase all of his or her pro rata portion of the aforementioned Membership units, then those persons who have exercised their right to purchase all of their pro rata portion of the aforementioned Membership units shall have a period of ten (10) days after the expiration of either of the aforementioned thirty (30) or ninety (90) day period to give

notice to the Company of their intention to purchase their allocable portion of such remaining Membership units.

(b) Second Option. Should any Membership units of the Company not be purchased during the first option period, the Company may redeem all or any part of the Selling or Deceased Member's remaining Membership units in the Company which is subject to this provision within ninety (90) days after the end of the first option period as provided in Paragraph 15(a) hereof.

(c) Membership Unit Ownership Determination. Membership unit ownership for purposes of the computations provided in Paragraph **17** above shall be determined as of the following applicable date: (i) the date of the Selling Member's first written notification to the parties to this agreement of his intention to transfer or encumber; or (ii) the date of death of a Deceased Member.

(d) Price and Terms of Sale. Any purchase or redemption of the Selling or Deceased Member's Membership units pursuant to any of the options granted above shall be at the price and of the terms determined in accordance with Paragraph **18** hereof.

(e) Transferred Membership Units Subject to this Agreement.

Any Membership units of the Company purchased under either of the options granted in this paragraph shall be subject to the terms and conditions of this agreement and any Membership unit certificate issued in accordance with such sale shall be endorsed as specified in this agreement.

(f) Notification of Intention to Exercise Option. If any Member desires to exercise his option to purchase any of the Membership units or the Selling or Deceased

Member pursuant to Paragraph **17**, then he shall provide the Company with written notification of his intention to purchase within the applicable thirty (30) or ninety (90) day time period provided for in Paragraph **17**. If after the expiration of the applicable time period, any Membership units of the Selling or Deceased Member is available for purchase by the persons set forth in Paragraph **17**, then the Company shall give such parties written notice of the availability of such Membership units on the first business day after the expiration of the applicable period provided for in Paragraph **17**. If after expiration of the first option period, any Membership units of the Selling or Deceased Member has not been purchased, the Company shall give the Selling Member of the Deceased Member's estate notice of its intent (or lack thereof) to redeem the remaining Membership units pursuant to this paragraph **17** hereof. Any written notification of intention to purchase or redeem pursuant to this provision shall set forth the price per Membership unit and number of Membership units for which the option is being exercised. Any written notification pursuant to this provision shall be postmarked no later than midnight of the day upon which the respective option period expires.

(g) Closing Date. The closing date for the purchase of any Membership unit pursuant to any of the options granted above shall be no later than thirty (30) days after the expiration of the respective option period granted unto them, unless the parties otherwise mutually agree.

(h) Member's Rights, Duties and Obligations. With respect to any Membership units of the Company subject to the options set forth in this Paragraph 17, the Selling Member or the Deceased Member's estate shall continue to have all of the rights, duties and

obligations of a Member until the time when cash/and or installment notes are tendered in payment of such Membership units at closing pursuant to the provisions of Paragraph **18** hereof.

18. Purchase Price. The purchase price for a Membership unit of the Company's Membership units shall be computed as follows:

(a) Base Price. The base price for a Membership unit of the Company's Membership units shall be the total net fair market value of the Company, divided by the total number of issued and outstanding Membership units of the Company. The base price may be increased or decreased at any time by the unanimous affirmative vote of the Members. Each such new determination of the base price shall be evidenced by the appropriate endorsement by all Members of the issued and outstanding Membership units of the Company voting for such new determination of base price.

(b) Adjustments to Base Price. The Purchase Price for each Membership unit to be purchased or redeemed under this Agreement shall be the most recent determination of the base price per share pursuant to Paragraph **18** hereof, plus or minus the per share increase or decrease in the equity of the Company from the effective date of the most recent determination of base price up to the following applicable date; (i) in the case of a transfer, encumbrance or other disposition as referred to in Paragraph **15(b)** hereof, the end of the month preceding the Selling Member's first written notification to the parties to this Agreement of his or her intention to transfer, encumber or make other disposition of his Membership units; or (ii) in the case of the death of a Member as referred to in Paragraph **18** hereof, the end of the month preceding the date of the Deceased Member's death.

(c) Member Equity Defined. The term "Member Equity" shall mean the entire equity section of the Company's balance sheet determined on the cash basis in accordance with generally accepted accounting practices consistent with those used normally and customarily by the Company; provided, however, that if any amounts are not accurately determinable, on the application date, a reasonable estimated amount for such other items shall be mutually agreed upon by the parties; or, if no Agreement can be reached, the items not agreed upon shall be determined by the independent accountants who at the time are servicing the books and records of the Company. The determination of any items including goodwill and other intangibles of the aforementioned independent accountants shall be conclusive and absolute with respect to such unagreed items.

(d) Adjustments for Changes in Company Capital Structure. Appropriate adjustments in the aforementioned per unit purchase price shall be made for any unit allocation, recapitalization, issuance by the Company of additional outstanding Membership units, or any other change in the Company's capital structure occurring after the most recent determination of the base price per unit of the Company's Membership units. The Company shall notify the Members of any adjustments in the base price as the result of any of the aforementioned changes.

19. Endorsement of Certificates. The parties hereto shall cause all certificates of Membership units in the company to be endorsed as follows:

NOTICE IS HEREBY GIVEN that the sale, gift, assignment, pledge or other transfer, encumbrance, or disposition of the Membership units represented by this certificate are subject to a certain restrictive agreement between C & G HOLDINGS, LLC and all of its Members. A copy of said agreement is on file in the principal place of business of the Company of C & G HOLDINGS, LLC.

20. Actions Upon Dissolution. In the event of the dissolution and termination of the Company for any reason the Company shall designate a liquidator selected by the Members holding a majority of the percentage of ownership which shall wind up the affairs of the Company. During any such dissolution, the Members shall continue to share in profits or losses in the same proportion as before the dissolution and liquidation. The Liquidator appointed shall have full right and unlimited discretion to determine the time, manner and terms of any sale or sales of Company property pursuant to such liquidation. Any liquidator appointed, pursuant to this Section, shall have the powers, status, privileges and responsibilities of a liquidating trustee under the Act.

Following the payment of all debts and liabilities of the Company and all expenses of liquidation and subject to the right of the Liquidator to set up cash reserves as he may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company, the proceeds of the liquidation and any other funds of the Company shall be applied and distributed to the payment of the balance, if any, of the respective capital accounts of the Members. If however, the remaining balance of the liquidation proceeds are less or greater than the cumulative total of the Members' capital accounts, each Member shall receive his, her or its prorata share of the remaining liquidation proceeds.

Each Member shall look solely to the assets of the Company for all distributions before and during dissolution for the return of his/her capital contribution, and shall have no recourse against any other Members. The Members shall not have any right to demand or receive any property other than cash upon dissolution and termination of the Company.

Upon completion of the liquidation of the Company and distribution of all Company funds, the Company shall terminate, and the Members and/or Liquidator shall file such Articles of Dissolution and perform any other duties necessary or required pursuant to the Act, as amended.

21. Taxation. C & G HOLDINGS, LLC shall be classified as an entity for purposes of the income tax laws of the United States and the State of Mississippi, and shall be taxed as a partnership.

22. Tax Returns. The books of the Company shall be closed promptly at the close of each calendar year. Within one hundred five (105) days after the end of the calendar year, all information necessary for the preparation of federal income tax returns shall be distributed to each Member. The Members shall cause to be prepared and timely filed each year the federal, state and local tax returns of the Company.

23. Annual Reports. The Company shall send to all Members an annual report, containing a balance sheet, income statement, and statement of change in financial position.

24. Selection of Accountant. The independent accountant for the Company shall be selected by the Members.

25. Tax Matters Member. Charles M. Gant is hereby designated as the "tax matters partner" for purposes of the Internal Revenue Code.

26. Personal Liability of Members. No Member shall have any personal liability whatsoever, whether to the Membership, to any of the Members or to the creditors of the Company, for the debts of the Company or any of its losses, unless expressly agreed otherwise. The Company does not assume any debts, accounts payable or liabilities presently owing by, or any accounts, receivable presently owing to, any of the individual Members, and all Members shall punctually pay

and discharge their present and future separate debts and liabilities and engagements, and shall at all times indemnify the other Members and the property of the Company against the same and from all acts, proceedings, claims and demands in respect thereof.

27. Notices. All notices required or permitted under this Agreement shall be in writing and may be sent by U.S. mail, first class, postage prepaid, overnight air courier or personal delivery to the Members at their addresses as shown from time to time on the records of the Company. Any Member may specify a different address by notifying the other Members in writing of such different address. Any such notice shall be considered received on the second business day after mailing of said item.

28. Authority of the Members and Their Affiliates to Deal with the Company. Each Member(s), in their discretion, may transact business with or engage any person, firm, or corporation in which any Member(s) or any affiliate of a Member(s) may have an interest, for the performance of any and all services or purchase of goods or other property which may at any time be necessary, proper, convenient, or advisable in carrying on the business and affairs of the Company or disposing of some or all of its assets; provided, however, that the compensation or price therefor shall not exceed that prevailing in arm's length transactions by others rendering similar services on comparable transactions as an on-going activity in the same geographical area as the Company.

29. Authority of the Members to Engage in other Business. Any Member(s) may engage in and/or possess an interest in other business ventures of any nature and description, independently or with others, whether or not in competition with the Company; and neither the Company nor any of the Members shall have any right by virtue of this Agreement, in or to any independent venture or to any income or profits derived therefrom. Neither a Member(s), nor any affiliate of any

Member(s) shall be obligated to present any particular investment opportunity to the Company even if such opportunity is of a character which, if presented to the Company, could be taken by the Company, and each Member(s) shall have the right to take for his own account (individually or as a trustee) or to recommend to others any such particular investment opportunity. Neither a Member(s) nor any affiliate of a Member(s) shall be obligated to offer to lease or sell, as the case may be, any Company property to any person seeking to lease or purchase real property even if the Company property is available for lease or sale and is of a character which might be suitable for the purposes of the prospective lessee or purchaser, and a Member(s) shall have the right to offer to lease or sell to any such person any non-Company property held for the account of the Member(s) or affiliate or any other person.

30. Right to Appoint a Manager Member: The initial Members are the Managers and the Company does hereby reserve the right to appoint other Manager Member(s) at a future date, to be determined by a majority of the Member(s).

31. Miscellaneous Provisions:

_____(a) This agreement constitutes the entire agreement among the parties. It supersedes any prior agreement or understandings among them, and it may not be modified or amended in any manner other than as set forth herein.

(b) This agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Mississippi.

(c) This agreement shall be binding on and inure to the benefit of the parties, their legal representatives, successors, heirs and/or assigns.

(d) Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in either the masculine, the feminine or the neutral gender shall include the masculine, feminine and neutral.

(e) Captions contained in the agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this agreement or any provision thereof.

(f) If any provision of this agreement or the application of any provision shall be held to be invalid, the remainder of this agreement, shall not be effected thereby.

(g) This agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

(h) All representations and warranties herein shall survive until the termination of the Company, except to the extent that a representation or warranty expressly provides otherwise.

WITNESS THE SIGNATURES of the Members on the aforesaid date.

CHARLES M. GANT

WYNN CLARK

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 11 day of March, 2010, within my jurisdiction, the within named CHARLES M. GANT and WYNN CLARK, who acknowledged that they executed the above and foregoing instrument.

NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 64152 KASEY ANN GANNON Commission Expires Sept. 27 2013 HARRISON COUNTY

My Commission Expires:

Schedule "A"

Members Name and Address	Contribution	Ownership Interest
CHARLES M. GANT	$ 500.00	50%
WYNN CLARK	$ 500.00	50%

PROPOSAL OF FORMATION
TO:
C & G HOLDINGS, LLC
BILOXI, MISSISSIPPI 39531

WHEREAS, C & G HOLDINGS, LLC, is to be formed by Jay K. Jordan, as organizer on behalf of the undersigned subscribing members.

WHEREAS, the initial members of the limited liability company are to be Charles M. Gant and Wynn Clark, being the sole undersigned subscribing Members;

WHEREAS, initial Members are to make capital contributions in exchange for their membership interest as follows:

Percent of Ownership	Member	Capital Contribution
50%	Charles M. Gant	$ 500.00
50%	Wynn Clark	$ 500.00

WHEREAS, the initial Members of C & G HOLDINGS, LLC, intend for the initial Balance Sheet of the limited liability company to consist of the following:

Cash	$ 1,000.00
Membership Interest	$ 1,000.00

NOW, THEREFORE, the undersigned authorizes the hereinabove named organizer Jay K. Jordan, to execute the documents necessary to form this limited liability company and fulfill the intent of the initial members as expressed hereinabove.

Charles M. Gant,
Subscribing Member

Wynn Clark,
Subscribing Member

RESOLUTION

At a duly called meeting of the Members of C & G HOLDINGS, LLC, held on March 11, 2010, in Biloxi, Mississippi, and after discussion and a unanimous vote, the following Resolution was adopted:

BE IT RESOLVED THAT: Manager Members, Charles M. Gant and/or Wynn Clark be and are hereby authorized and ordered to open a bank account in the name of this Limited Liability Company Agreement with _____ Bank for the deposit of funds belonging to the Limited Liability Company Agreement, such funds to be withdrawn by check, wire transfer or automatic clearinghouse transactions which may be signed by either of its Manager Members Charles M. Gant or Wynn Clark; and

BE IT FURTHER RESOLVED: that either Manager Members Charles M. Gant or Wynn Clark, be and are hereby authorized to execute any and all documents necessary to carry out the intent of this Resolution.

RESOLVED on this the 11 day of March, 2010.

Charles M. Gant, Manager Member

Wynn Clark, Manager Member

MINUTES OF

THE ORGANIZATIONAL MEETING

OF

C & G HOLDINGS, LLC

The organization meeting was held at 2355 Pass Road, Biloxi, Mississippi, on March 11, 2010, at 10:00 o'clock A.M.

The undersigned, being the members of the limited liability company, consented to and ratified the action taken to organize the limited liability company as hereafter stated:

The Waiver of Notice of the meeting was presented and read to the meeting, subscribed by the persons named in the Certificate of Formation, and it was ordered that it be appended to the minutes of the meeting.

The ownership interests are as follows:

Entity	Units	%
Charles M. Gant	50	50
Wynn Clark	50	50

The Organizer then stated that this meeting would be considered as the first meeting of the members to organize the limited liability company and to transact such business as should properly come before the meeting.

The Manager Members, Charles M. Gant and Wynn Clark, then presented and read to the meeting a copy of the Certificate of Formation and reported that on February 26, 2010, the original thereof was filed in the office of the Secretary of State of this State and was executed by the Organizer and overnighted for filing with the Secretary of State of this State. The copy of the Certificate of Formation were ordered appended to the minutes of the meeting.

The Manager Member, Charles M. Gant, then presented a proposed Limited Liability Company Agreement prepared by Jay K. Jordan, Esquire. The proposed agreement was read to the meeting, considered and was adopted as and for the Limited Liability Company Agreement of the limited liability company and ordered appended to the minutes of the meeting.

A total of 100 units are outstanding and is allocated to the following member, as follows:

Entity	Units	%
Charles M. Gant	50	50%
Wynn Clark	50	50%

The following business was conducted:

(1) LIMITED LIABILITY COMPANY DOMICILE:

Upon motion duly made, seconded and carried, it was

RESOLVED, that an office of the limited liability company be established and maintained at 2355 Pass Road, Biloxi, MS 39531, State of Mississippi, and that meeting of the members from time to time may be held either at the principal office or at such other place as the members shall from time to time order.

(2) EXPENSES ARISING OUT OF THE ORGANIZATION OF THE LIMITED LIABILITY COMPANY:

Upon motion duly made, it was

RESOLVED, that the Manager Members of the limited liability company be and hereby are authorized to pay all charges and expenses incident to or arising out of the organization of the limited liability company and to reimburse any person who has made any disbursement therefor.

(3) RATIFICATION OF PRIOR ACTS:

Upon motion duly made, seconded and carried, it was

RESOLVED, that all prior acts of the Organizer in organizing and obtaining the Charter of the Limited Liability Company is hereby approved, confirmed and ratified.

(4) LIMITED LIABILITY SEAL, CERTIFICATES, RECORD BOOK AND LETTERHEAD:

The seal proposed for use as the company seal, a specimen membership certificate proposed for use as the company membership certificate, the company record book, the member ledger and the proposed letterhead was proposed and

RESOLVED, that the seal now presented at this meeting, an impression of which is directed to

be made in the minutes
of this meeting, be and
the same hereby is
adopted as the seal
of the company, and
further

RESOLVED, that the specimen membership certificate presented to this meeting be and hereby is adopted as the form of membership certificate to be issued to represent interest in the company, and further

RESOLVED, that the proposed company record book, including the member ledger, be and hereby is adopted as the record book and member ledger of the limited liability company.

RESOLVED, that the proposed company letterhead be and hereby is adopted at the letterhead of the limited liability company.

(5) LIMITED LIABILITY COMPANY BANK ACCOUNT:

_____Upon motion duly made, it was

RESOLVED, that any of the Manager Members is hereby ordered to open a bank account in the name of this limited liability company with _____ Bank for the deposit of funds belonging to the limited liability company, such funds to be withdrawn by check of the limited liability company which may be signed by any of its Manager Members.

(6) AUTHORITY OF MEMBERS:

_____Upon motion duly made, it was

RESOLVED, that the limited liability company by and through any of its Manager Members, Charles M. Gant or Wynn Clark, are/is authorized to enter into contracts, execute any and all conveyances, notes, and deeds of trust, together with any and all other documents necessary for the operation of the limited liability company, as provided in the Limited Liability Company Agreement. In the event additional Members are added to the Company, all its Members must authorize the execution of any contracts, conveyances, notes, and deeds of trust together with any and all other documents necessary for the operation of the limited liability company.

(7) MISCELLANEOUS PROVISIONS:

Upon motion duly made, it was

RESOLVED, that the limited liability company shall operate on a calender year basis. The cash basis of accounting shall be used by the limited liability company and the limited liability company shall be treated as a partnership for tax reporting purposes.

(8) PROPOSAL OF FORMATION:

The Manager Member, Charles M. Gant, then presented to the meeting a written Proposal for Formation from Jay K. Jordan, organizer, addressed to this limited liability company.

Upon motion duly made, the said Proposal of Formation was ordered filed with the members and he appended a copy of the said Proposal to the minutes.

The Proposal was taken up for consideration and the following resolution was on motion adopted:

WHEREAS, a written Proposal for Formation has been made to this limited liability company which proposal has been appended to these minutes, and

WHEREAS, in the judgment of the members the assets proposed to be transferred to the limited liability company are reasonably worth the amount of the consideration demanded therefore, and that it is in the best interests of this limited liability company to accept the said offer as set forth in said Proposal,

NOW THEREFORE, IT IS RESOLVED that said offer, as set forth in said Proposal, be and the same hereby is approved and accepted, and that in accordance with the terms thereof, this limited liability company shall as full payment for said property issue to said offeror(s) or nominee(s) fully paid and non-assessable interests of this limited liability company, and it is

FURTHER RESOLVED, that upon the delivery to this limited liability company of said assets and the execution and delivery of such proper instruments as may be necessary to transfer and convey the same to this limited liability company, the members of this limited liability company are authorized and directed to execute and deliver the certificate or certificates for such interests as are required to be issued and deliver on acceptance of said offer in accordance with the foregoing.

Upon notion duly made, it was

RESOLVED, that the limited liability company proceed to carry on the business for which it was organized, and further

RESOLVED, that the signing of these minutes shall constitute full ratification thereof and waiver of notice of the meeting by the signatories.

There being no further business before the meeting, on motion duly made, the meeting was adjourned.

DATE: March _____, 2010.

Charles M. Gant, Manager Member

Wynn Clark, Manager Member

APPROVED:

Jay K. Jordan, Organizer

A true copy of each of the following papers referred to in the foregoing minutes is appended hereto:

Waiver of notice of the meeting
Certificate of Formation
Limited Liability Company Agreement
Proposal of Formation
Resolution for the Deposit of Funds

STATE OF MISSISSIPPI

COUNTY OF HARRISON

C & G HOLDINGS, LLC
LIMITED LIABILITY COMPANY AGREEMENT

This Agreement is made and entered into this the 12 day of March, 2010, by and between the persons hereinafter admitted and listed on Schedule "A" as Members.

1. Name of Business. The parties hereby enter into a Mississippi Limited Liability Company under the name of **C & G HOLDINGS, LLC** ("the Company") under the provision of the Mississippi Limited Liability Company Act (the "Act"), and except as herein otherwise expressly provided the rights and liabilities of the Members shall be as provided in the Act. The business of the Company may be conducted under such trade or fictitious names as the Members may determine.

2. Definitions.

(a) "Agreement" means this Limited Liability Company agreement as amended, modified, or supplemented from time to time.

(b) "Contribution" means any cash, property, services rendered, or a promissory note.

(c) "Capital Account" means an account maintained for each Member which is equal to such Member's original capital contribution, increased by additional capital contributions and such Member's share of the company profits and as decreased by distributions and such Member's share of Company losses.

(d) "Event of Disassociation" means an event that causes a person to cease to be a Member as provided for by this agreement and as provided in Miss. Code Section 79-29-307 and Section 79-29-702.

(e) "Limited Liability Company Interest" means a Member's share of the profits and losses of the limited liability company and the right to receive distributions of limited liability company assets.

(f) "Manager Member" or "Manager(s)" means a person or persons who are named in the Certificate of Formation or the Limited Liability Company Agreement or amendments thereto to manage the limited liability company.

(g) "Member" means a person that has been admitted to a limited liability company as provided in Miss. Code Section 79-29-301 and that has not become disassociated from the company.

(h) "Person" means an individual or individuals, corporation, nonprofit corporation, business trust, estate, trust, partnership, limited partnership, association, joint venture, limited liability company, government, governmental subdivision or agency, and other legal or commercial entity, nominee or any individual or entity in any representative capacity.

(i) "Company" shall mean C & G HOLDINGS, LLC formed pursuant to this Agreement by the parties hereto and as the Company may from time to time be constituted.

(j) "Transfer" means the assignment, transfer, sale, encumbrance, pledge or other disposition of all or any portion of Membership interest, including any right to receive any allocations and distributions attributed to the interest.

3. Term. The Company shall commence doing business on such date as the Certificate of Formation is filed in the office of the Mississippi Secretary of State and shall continue thereafter from year to year until terminated as herein provided.

4. Purpose and Operation. The Company shall have the authority to carry on any lawful business, purpose or activity as allowed in Miss. Code Section 79-29-108; to own, hold, rent, operate, sell or otherwise dispose of both real and personal property for profit; to enter into and execute any lease, contract, agreement, deed, mortgage, UCC, or other instrument or document required or otherwise appropriate to lease, sell, mortgage, convey, option, or refinance both real and personal property; to borrow money, to lend money at the Company's discretion at rates and terms acceptable to its Members, and execute promissory notes; to secure the same by deed of trust upon the property; to renew or extend any and all loans or notes and to convey property in fee simple by deed, lease, mortgage or otherwise; to enter into any other ventures that the Members may decide; to carry on any and all activities; and to engage in such activities as the Members shall determine.

5. Name and Address of Members and Principal Place of Business. The names and addresses of the Members are as set forth in Schedule A attached hereto and made a part hereof. The principal place of business and office of the Company at which the records required to be maintained by the Company under the act shall be at such place or places as the Members may designate.

6. Capital. Each Member shall contribute the sums described on Schedule "A" upon execution of this agreement and such sum shall be credited to each Member's capital account. An individual capital account shall be established and maintained for each Member. A Member shall not be entitled to interest on his capital contribution, or to withdraw any part of his capital account without the unanimous consent of the other Members, or to receive any distributions from the

Company except as specifically provided herein. By unanimous agreement, the Members may transfer to capital a portion of the net profits of the Company. The Company may by unanimous vote of the existing Members require additional capital contributions in such amounts and on such terms as the Members may deem appropriate. The capital of the Company shall consist of any and all assets retained in the name of C & G HOLDINGS, LLC, including real and personal property of every type wherever said assets may be located.

7. Profit and Loss.

(a) The "Profits" and "Losses" of the Company shall be the net profits and losses of the Company for federal income tax purposes.

(b) Each item of the Company's income, gain, loss, deduction, or credit from operations shall be allocated to the Members in accordance with their respective ownership interest reflected on Schedule "A".

(c) A separate income account shall be maintained for each Member. If a Member has no balance in his income account and losses are incurred by the Company, such losses shall be charged to his capital account.

(d) No interest or additional share of profits shall inure to any Member by reason of his capital account being proportionally in excess of the capital account of the others.

8. Addition of New Members. The company may take on additional Members at any time upon a unanimous vote of the existing Membership. Any new Member shall be regulated by this agreement and any amendments thereto upon admission to the company and shall execute a certificate assenting to the terms of this agreement prior to admission to the Company.

9. Classes and Voting. Any action required or permitted to be taken by the Members of the Company may be taken upon a majority vote of all Members, unless otherwise stated herein. Each Member shall have voting power equal to each Member's percentage of ownership as reflected on the attached Schedule "A". The Company shall provide not less than ten (10) days, and not more than thirty (30) days written notice to each Member of the time, place or purpose of any meeting at which any matter is to be voted on by the Members, except that any Member may waive any such notice in writing or may consent to action without a meeting. Voting at such meetings may be in person or by proxy.

10. Management Duties and Restriction. The Manager Members shall be Charles M. Gant and Wynn Clark, who shall be the managers and shall attend to all details relating thereto, devoting so much time as is necessary to the conduct of the business. Any of the managing members shall have the right to draw checks upon any bank account of the Company and to make, deliver and accept commercial papers in connection with the business of the Company. The managers shall also have full and unlimited power to conduct the business of the Company, including, but not limited to, those powers enumerated in the act, this agreement, and other powers created by implication of law.

11. Registered Agent. The company shall at all times maintain a registered agent for service of process. The company hereby appoints Jay K. Jordan, Esq., 2355 Pass Road, Biloxi, MS 39531 as the registered agent for the company. The registered agent may be changed at any time by majority vote of the current Membership in accordance with Miss. Code Section 79-29-106.

12. Banking.

(a) All funds of the Company are to be deposited in its name in such checking account or other accounts as may be designated by the Members.

(b) The Members shall have the right to draw checks upon any bank account of the Company, in connection with the business of the Company.

13. Records. The Company shall keep at its principal place of business the following:

(a) A current list of the full name and last known street address of each Member.

(b) A copy of the Certificate of Formation and all Certificates of Amendment and restatement thereof.

(c) Copies of any then effective limited liability company agreement(s).

(d) A writing setting out the amount of cash and a description and statement of the agreed value of other property or services contributed by each Member and which each Member has agreed to contribute.

Each Member and/or Member's designated or legal representative, at his or her own expense shall have the right to inspect, copy, and audit the Company's books and records at any time during normal business hours by providing two (2) days prior written notice to the Members.

14. Accounting Period and Method. The Company's accounting period shall be the calender year, unless otherwise determined by the Members. The Company shall report for income tax purposes on the cash basis of accounting unless otherwise designated by the Members.

15. Restrictions on Member's Transferability.

(a) Restriction. Each Member agrees that he will not transfer, assign, sell, give, pledge, hypothecate or otherwise encumber any of his Membership units in the Company, and any attempt to do any of the foregoing without prior written consent shall be null and void and of no effect.

(b) Transfers During Lifetime or Existence. If a Member (hereinafter referred to as "Selling Member") should desire to sell, give, assign, pledge or otherwise transfer, encumber or dispose of all or any part of his or her Membership units in the Company, then such Membership units shall be subject to the options set forth in Paragraph **17** hereof. If either of the options stated in Paragraph **17** are exercised, the Selling Member shall be required to dispose of his or her Membership units pursuant to such option and the terms of this Agreement. A Selling Member must give written notification to each of the other parties to this agreement of his or her intention to transfer or encumber his or her Membership units in the Company prior to any transfer or encumbrance of such Membership units. The aforesaid notification shall include a statement indicating the number of such Membership units that the Selling Member intends to transfer or encumber and all other material details of such transaction. The first option period for the purposes of Paragraph **17** hereof shall begin on the date that all of the parties hereto have received the Selling Member's written notification of his or her intention to transfer or encumber his Membership units in the Company as set forth above.

16. Transfers At Death. Upon the death of a Member, all of the Deceased Member's Membership units in the Company shall be subject to the options set forth in Paragraph **17** hereof.

If either of the options in Paragraph **17** are exercised, the Deceased Member's executor, administrator, or personal representative shall be required to dispose of the Deceased Member's Membership units pursuant to such options and the terms of this agreement. The first option period for the purposes of Paragraph **17** hereof shall begin on the date of the qualification of an executor, administrator or other personal representative for the Deceased Member's estate.

17. Options. The Membership units of a Selling Member for which he or she has expressed his or her intention to transfer or encumber as referred to in Paragraph **15(b)** hereof and the Membership units of a Deceased Member as referred to in Paragraph **16** hereof, shall be subject to the options to purchase set forth below:

(a) First Option. During their lifetimes, the remaining Members shall each have the right to purchase a portion of the Selling or Deceased Member's Membership units in the Company pro rata to such Member's percentage of ownership in the Company. Each Member shall have either a period of thirty (30) days after notification of an intent to sell as set forth in paragraph **15(b)** hereof or a period of ninety (90) days after the qualification of an executor, administrator or personal representative as set forth in paragraph **16** hereof, to give notice to the Company of their intention to purchase all or any part of their allocable portion of the aforementioned Membership units. If any Member does not exercise his or her right to purchase all of his or her pro rata portion of the aforementioned Membership units, then those persons who have exercised their right to purchase all of their pro rata portion of the aforementioned Membership units shall have a period of ten (10) days after the expiration of either of the aforementioned thirty (30) or ninety (90) day period to give

notice to the Company of their intention to purchase their allocable portion of such remaining Membership units.

(b) Second Option. Should any Membership units of the Company not be purchased during the first option period, the Company may redeem all or any part of the Selling or Deceased Member's remaining Membership units in the Company which is subject to this provision within ninety (90) days after the end of the first option period as provided in Paragraph 15(a) hereof.

(c) Membership Unit Ownership Determination. Membership unit ownership for purposes of the computations provided in Paragraph **17** above shall be determined as of the following applicable date: (i) the date of the Selling Member's first written notification to the parties to this agreement of his intention to transfer or encumber; or (ii) the date of death of a Deceased Member.

(d) Price and Terms of Sale. Any purchase or redemption of the Selling or Deceased Member's Membership units pursuant to any of the options granted above shall be at the price and of the terms determined in accordance with Paragraph **18** hereof.

(e) Transferred Membership Units Subject to this Agreement.

Any Membership units of the Company purchased under either of the options granted in this paragraph shall be subject to the terms and conditions of this agreement and any Membership unit certificate issued in accordance with such sale shall be endorsed as specified in this agreement.

(f) Notification of Intention to Exercise Option. If any Member desires to exercise his option to purchase any of the Membership units or the Selling or Deceased

Member pursuant to Paragraph **17**, then he shall provide the Company with written notification of his intention to purchase within the applicable thirty (30) or ninety (90) day time period provided for in Paragraph **17**. If after the expiration of the applicable time period, any Membership units of the Selling or Deceased Member is available for purchase by the persons set forth in Paragraph **17**, then the Company shall give such parties written notice of the availability of such Membership units on the first business day after the expiration of the applicable period provided for in Paragraph **17**. If after expiration of the first option period, any Membership units of the Selling or Deceased Member has not been purchased, the Company shall give the Selling Member of the Deceased Member's estate notice of its intent (or lack thereof) to redeem the remaining Membership units pursuant to this paragraph **17** hereof. Any written notification of intention to purchase or redeem pursuant to this provision shall set forth the price per Membership unit and number of Membership units for which the option is being exercised. Any written notification pursuant to this provision shall be postmarked no later than midnight of the day upon which the respective option period expires.

(g) Closing Date. The closing date for the purchase of any Membership unit pursuant to any of the options granted above shall be no later than thirty (30) days after the expiration of the respective option period granted unto them, unless the parties otherwise mutually agree.

(h) Member's Rights, Duties and Obligations. With respect to any Membership units of the Company subject to the options set forth in this Paragraph 17, the Selling Member or the Deceased Member's estate shall continue to have all of the rights, duties and

obligations of a Member until the time when cash/and or installment notes are tendered in payment of such Membership units at closing pursuant to the provisions of Paragraph **18** hereof.

18. Purchase Price. The purchase price for a Membership unit of the Company's Membership units shall be computed as follows:

(a) Base Price. The base price for a Membership unit of the Company's Membership units shall be the total net fair market value of the Company, divided by the total number of issued and outstanding Membership units of the Company. The base price may be increased or decreased at any time by the unanimous affirmative vote of the Members. Each such new determination of the base price shall be evidenced by the appropriate endorsement by all Members of the issued and outstanding Membership units of the Company voting for such new determination of base price.

(b) Adjustments to Base Price. The Purchase Price for each Membership unit to be purchased or redeemed under this Agreement shall be the most recent determination of the base price per share pursuant to Paragraph **18** hereof, plus or minus the per share increase or decrease in the equity of the Company from the effective date of the most recent determination of base price up to the following applicable date; (i) in the case of a transfer, encumbrance or other disposition as referred to in Paragraph **15(b)** hereof, the end of the month preceding the Selling Member's first written notification to the parties to this Agreement of his or her intention to transfer, encumber or make other disposition of his Membership units; or (ii) in the case of the death of a Member as referred to in Paragraph **18** hereof, the end of the month preceding the date of the Deceased Member's death.

(c) Member Equity Defined. The term "Member Equity" shall mean the entire equity section of the Company's balance sheet determined on the cash basis in accordance with generally accepted accounting practices consistent with those used normally and customarily by the Company; provided, however, that if any amounts are not accurately determinable, on the application date, a reasonable estimated amount for such other items shall be mutually agreed upon by the parties; or, if no Agreement can be reached, the items not agreed upon shall be determined by the independent accountants who at the time are servicing the books and records of the Company. The determination of any items including goodwill and other intangibles of the aforementioned independent accountants shall be conclusive and absolute with respect to such unagreed items.

(d) Adjustments for Changes in Company Capital Structure. Appropriate adjustments in the aforementioned per unit purchase price shall be made for any unit allocation, recapitalization, issuance by the Company of additional outstanding Membership units, or any other change in the Company's capital structure occurring after the most recent determination of the base price per unit of the Company's Membership units. The Company shall notify the Members of any adjustments in the base price as the result of any of the aforementioned changes.

19. Endorsement of Certificates. The parties hereto shall cause all certificates of Membership units in the company to be endorsed as follows:

NOTICE IS HEREBY GIVEN that the sale, gift, assignment, pledge or other transfer, encumbrance, or disposition of the Membership units represented by this certificate are subject to a certain restrictive agreement between C & G HOLDINGS, LLC and all of its Members. A copy of said agreement is on file in the principal place of business of the Company of C & G HOLDINGS, LLC.

20. Actions Upon Dissolution. In the event of the dissolution and termination of the Company for any reason the Company shall designate a liquidator selected by the Members holding a majority of the percentage of ownership which shall wind up the affairs of the Company. During any such dissolution, the Members shall continue to share in profits or losses in the same proportion as before the dissolution and liquidation. The Liquidator appointed shall have full right and unlimited discretion to determine the time, manner and terms of any sale or sales of Company property pursuant to such liquidation. Any liquidator appointed, pursuant to this Section, shall have the powers, status, privileges and responsibilities of a liquidating trustee under the Act.

Following the payment of all debts and liabilities of the Company and all expenses of liquidation and subject to the right of the Liquidator to set up cash reserves as he may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company, the proceeds of the liquidation and any other funds of the Company shall be applied and distributed to the payment of the balance, if any, of the respective capital accounts of the Members. If however, the remaining balance of the liquidation proceeds are less or greater than the cumulative total of the Members' capital accounts, each Member shall receive his, her or its prorata share of the remaining liquidation proceeds.

Each Member shall look solely to the assets of the Company for all distributions before and during dissolution for the return of his/her capital contribution, and shall have no recourse against any other Members. The Members shall not have any right to demand or receive any property other than cash upon dissolution and termination of the Company.

Upon completion of the liquidation of the Company and distribution of all Company funds, the Company shall terminate, and the Members and/or Liquidator shall file such Articles of Dissolution and perform any other duties necessary or required pursuant to the Act, as amended.

21. Taxation. C & G HOLDINGS, LLC shall be classified as an entity for purposes of the income tax laws of the United States and the State of Mississippi, and shall be taxed as a partnership.

22. Tax Returns. The books of the Company shall be closed promptly at the close of each calendar year. Within one hundred five (105) days after the end of the calendar year, all information necessary for the preparation of federal income tax returns shall be distributed to each Member. The Members shall cause to be prepared and timely filed each year the federal, state and local tax returns of the Company.

23. Annual Reports. The Company shall send to all Members an annual report, containing a balance sheet, income statement, and statement of change in financial position.

24. Selection of Accountant. The independent accountant for the Company shall be selected by the Members.

25. Tax Matters Member. Charles M. Gant is hereby designated as the "tax matters partner" for purposes of the Internal Revenue Code.

26. Personal Liability of Members. No Member shall have any personal liability whatsoever, whether to the Membership, to any of the Members or to the creditors of the Company, for the debts of the Company or any of its losses, unless expressly agreed otherwise. The Company does not assume any debts, accounts payable or liabilities presently owing by, or any accounts, receivable presently owing to, any of the individual Members, and all Members shall punctually pay

and discharge their present and future separate debts and liabilities and engagements, and shall at all times indemnify the other Members and the property of the Company against the same and from all acts, proceedings, claims and demands in respect thereof.

27. Notices. All notices required or permitted under this Agreement shall be in writing and may be sent by U.S. mail, first class, postage prepaid, overnight air courier or personal delivery to the Members at their addresses as shown from time to time on the records of the Company. Any Member may specify a different address by notifying the other Members in writing of such different address. Any such notice shall be considered received on the second business day after mailing of said item.

28. Authority of the Members and Their Affiliates to Deal with the Company. Each Member(s), in their discretion, may transact business with or engage any person, firm, or corporation in which any Member(s) or any affiliate of a Member(s) may have an interest, for the performance of any and all services or purchase of goods or other property which may at any time be necessary, proper, convenient, or advisable in carrying on the business and affairs of the Company or disposing of some or all of its assets; provided, however, that the compensation or price therefor shall not exceed that prevailing in arm's length transactions by others rendering similar services on comparable transactions as an on-going activity in the same geographical area as the Company.

29. Authority of the Members to Engage in other Business. Any Member(s) may engage in and/or possess an interest in other business ventures of any nature and description, independently or with others, whether or not in competition with the Company; and neither the Company nor any of the Members shall have any right by virtue of this Agreement, in or to any independent venture or to any income or profits derived therefrom. Neither a Member(s), nor any affiliate of any

Member(s) shall be obligated to present any particular investment opportunity to the Company even if such opportunity is of a character which, if presented to the Company, could be taken by the Company, and each Member(s) shall have the right to take for his own account (individually or as a trustee) or to recommend to others any such particular investment opportunity. Neither a Member(s) nor any affiliate of a Member(s) shall be obligated to offer to lease or sell, as the case may be, any Company property to any person seeking to lease or purchase real property even if the Company property is available for lease or sale and is of a character which might be suitable for the purposes of the prospective lessee or purchaser, and a Member(s) shall have the right to offer to lease or sell to any such person any non-Company property held for the account of the Member(s) or affiliate or any other person.

30. Right to Appoint a Manager Member: The initial Members are the Managers and the Company does hereby reserve the right to appoint other Manager Member(s) at a future date, to be determined by a majority of the Member(s).

31. Miscellaneous Provisions:

_____(a) This agreement constitutes the entire agreement among the parties. It supersedes any prior agreement or understandings among them, and it may not be modified or amended in any manner other than as set forth herein.

(b) This agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Mississippi.

(c) This agreement shall be binding on and inure to the benefit of the parties, their legal representatives, successors, heirs and/or assigns.

(d) Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in either the masculine, the feminine or the neutral gender shall include the masculine, feminine and neutral.

(e) Captions contained in the agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this agreement or any provision thereof.

(f) If any provision of this agreement or the application of any provision shall be held to be invalid, the remainder of this agreement, shall not be effected thereby.

(g) This agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

(h) All representations and warranties herein shall survive until the termination of the Company, except to the extent that a representation or warranty expressly provides otherwise.

WITNESS THE SIGNATURES of the Members on the aforesaid date.

CHARLES M. GANT

WYNN CLARK

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 11 day of March, 2010, within my jurisdiction, the within named CHARLES M. GANT and WYNN CLARK, who acknowledged that they executed the above and foregoing instrument.

NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 64152 KASEY ANN GANNON Commission Expires Sept. 27 2013 HARRISON COUNTY

My Commission Expires:

Schedule "A"

Members Name and Address	Contribution	Ownership Interest
CHARLES M. GANT	$ 500.00	50%
WYNN CLARK	$ 500.00	50%

PROPOSAL OF FORMATION
TO:
C & G HOLDINGS, LLC
BILOXI, MISSISSIPPI 39531

WHEREAS, C & G HOLDINGS, LLC, is to be formed by Jay K. Jordan, as organizer on behalf of the undersigned subscribing members.

WHEREAS, the initial members of the limited liability company are to be Charles M. Gant and Wynn Clark, being the sole undersigned subscribing Members;

WHEREAS, initial Members are to make capital contributions in exchange for their membership interest as follows:

Percent of Ownership	Member	Capital Contribution
50%	Charles M. Gant	$ 500.00
50%	Wynn Clark	$ 500.00

WHEREAS, the initial Members of C & G HOLDINGS, LLC, intend for the initial Balance Sheet of the limited liability company to consist of the following:

Cash	$ 1,000.00
Membership Interest	$ 1,000.00

NOW, THEREFORE, the undersigned authorizes the hereinabove named organizer Jay K. Jordan, to execute the documents necessary to form this limited liability company and fulfill the intent of the initial members as expressed hereinabove.

Charles M. Gant,
Subscribing Member

Wynn Clark,
Subscribing Member

RESOLUTION

At a duly called meeting of the Members of C & G HOLDINGS, LLC, held on March 11, 2010, in Biloxi, Mississippi, and after discussion and a unanimous vote, the following Resolution was adopted:

BE IT RESOLVED THAT: Manager Members, Charles M. Gant and/or Wynn Clark be and are hereby authorized and ordered to open a bank account in the name of this Limited Liability Company Agreement with _____ Bank for the deposit of funds belonging to the Limited Liability Company Agreement, such funds to be withdrawn by check, wire transfer or automatic clearinghouse transactions which may be signed by either of its Manager Members Charles M. Gant or Wynn Clark; and

BE IT FURTHER RESOLVED: that either Manager Members Charles M. Gant or Wynn Clark, be and are hereby authorized to execute any and all documents necessary to carry out the intent of this Resolution.

RESOLVED on this the 11 day of March, 2010.

Charles M. Gant, Manager Member

Wynn Clark, Manager Member

Michael Watson
SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
C & G Holdings, LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	962434
Status:	Good Standing
Effective Date:	02/26/2010
State of Incorporation:	Mississippi
Principal Office Address:	2510 16TH STREET GULFPORT, MS 39501

Registered Agent

Name

Jordan, Jay K.
2355 Pass Road
Biloxi, MS 39531

Officers & Directors

Name	Title
Wynn Clark 2510 16th St Gulfport, MS 39501	Manager
Charles Gant 9326 LOBOUY ROAD PASS CHRISTIAN, MS 39571	Member

PROJECT SPECIFICATIONS

FOR THE CONSTRUCTION OF

GULF GROVE SUBDIVISION

HARRISON COUNTY, MISSISSIPPI

OWNER:
C&G HOLDINGS, LLC.
14397 CREOSOTE ROAD
GULFPORT, MS 39503

ENGINEER:
DANIEL R. BOUDREAUX JR., P. E., INC.
17381 S. CARR BRIDGE ROAD
BILOXI, MS 39532

JULY 04, 2022

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CLEARING AND GRUBBING

1.0 SCOPE OF WORK

All labor, material, equipment, tools and services required for the clearing, grubbing, removing and disposing of all debris, underbrush, organic soil, trees and associated root systems not designated to remain, within the limits of required construction as designated in the drawings.

2.0 MATERIALS

Not Applicable

3.0 CONSTRUCTION REQUIREMENTS

3.1 CONTRACTOR shall protect and preserve the established reference points.

3.2 If directed by the OWNER or ENGINEER, hardwood trees 6 inch diameter or greater located between the right-of-way line and the proposed back of curb shall be protected during all construction activities to the greatest extent practical.

3.3 All operations will be conducted in such a manner as to prevent injury or damage to adjacent property or to features designated to remain.

3.4 All surface objects and all trees, stumps, roots and other protruding or underground obstructions not designated to remain, as stated above, within the roadway right-of-way, shall be cleared and grubbed. Roots, 1/2" diameter and larger, shall be removed under the limits of the roadway to a minimum depth of two feet. Stumps shall be removed in their entirety.

4.0 METHOD OF MEASUREMENT

Clearing and grubbing will be measured for payment as a lump sum.

DRAINAGE CONSTRUCTION

1.0 SCOPE OF WORK

All labor, materials, tools, equipment and incidentals to construct culverts, ditches, catch basins, curb inlets, paved and unpaved swales, in accordance with these specifications and in reasonably close conformity with the lines, grades and dimensions shown on the drawings or established by the ENGINEER.

2.0 MATERIALS

2.1 Concrete - Class B, MDOT Standard Specifications.

2.2 Curing Materials - Type 2 (white pigmented) liquid membrane compound.

2.3 Bar Reinforcement - Grade 40 or 60 billet steel conforming to ASTM A-615.

2.4 Castings - Shall be of uniform quality, free from blowholes, shrinkage, distortion or other defects. They shall be smooth and well cleaned by shot blasting. Metal used in manufacture shall conform to ASTM A48-76 Class 35 for Gray Iron and ASTM A536-80 Grade 65-45-12 for Ductile Iron. All castings shall be true to pattern, component parts shall fit together in a satisfactory manner. Round frames and covers shall have continuously machined bearing surfaces to prevent rocking and rattling. Tolerance shall be plus or minus 1/16 inch per foot.

2.5 Expansion Joint - Preformed expansion joint filler for concrete, AASHO M-33.

2.6 Mortar - One (l) part Portland Cement, three (3) parts mortar sand, hydrated lime in proportion of one-tenth (1/10) part by volume of the cement, and sufficient water to provide consistency so that it can be easily handled and spread with a trowel.

2.7 Concrete Masonry Unit - Nominal 8" x 8" x 16" per ASTM.

2.8 Concrete Culvert Pipe - **no lifting holes will be allowed** - Reinforced round concrete pipe "O" ring type rubber gasket joint, ASTM C-76, Class III; reinforced arch concrete pipe, ASTM C-506, Class III.

2.9 Bituminous Plastic Joint Sealer - for arch concrete pipe - Steam-refined petroleum asphalt or refined coal tar conforming to S-707.04, MDOT, State Aid Specifications.

2.10 HDPE Polyethylene Culvert Pipe - Perforated Corrugated high-density polyethylene (HDPE) pipe with an integrally formed smooth interior of the nominal size listed in the pipe schedule, conforming to ASTM M294 and M252. **All HDPE pipe specified in this project shall be Perforated.** The minimum parallel plate pipe stiffness (per ASTM D-2414) shall be as follows:

Pipe Size	Stiffness
15"	42 psi
18"	40 psi
24"	34 psi
30"	28 psi
36"	22 psi

Joints shall be made with external split coupling, corrugated to engage not less than two pipe wall corrugations on each side of the joint.

2.11 Limestone Riprap - 300 lb size per ASTM gradation requirements.

2.12 Seed - In-season mixture 1,2,3 or 4 per S-214.03, MDOT State Aid Specifications.

2.13 Sock Pipe - 4" diameter perforated drain pipe with factory installed filter fabric wrap for full length.

2.14 Geotextile Fabric - Fabric shall conform to ASTM D-1682-64 (1975), ASTM D-2263-68, and D-1682-84 and also to AATCC-30-74, EURM-100. Fabric shall consist of long-chained filaments formed into a stable network.

Used for following installations:

Wrapping of concrete pipe joints
Wrapping full length of perforated HDPE pipe
Place under all rip-rap

3.0 CONSTRUCTION REQUIREMENTS

3.1 Culverts including box culverts, shall be constructed in accordance with the construction requirements of Section S-603, Class C bedding, MDOT State Aid Specifications.

3.2 HDPE perforated pipe shall be completely wrapped in geotextile fabric with a minimum overlap of 12 inches around the pipe and 24 inches at joint splices in the fabric. The trench shall be lined with the fabric after final grading is complete and just prior to placement of the pipe in the trench.

3.3 Conduits shall be joined using couplings manufactured and furnished by the pipe manufacturer and installed per the manufacturer's recommendations for areas having high ground water levels. A strip of approved geotextile fabric not less than 36" wide shall be wrapped completely around each concrete pipe joint just prior to backfilling. Geotextile fabric strips shall be 3 feet wide centered over the joint with a minimum 18 inch overlap.

3.4 Sock pipe, 4" diameter shall be installed parallel with all concrete culverts under new streets which connect into curb inlets. It shall be tied into the catch basin at the low end of the pipe segment. The sock pipe shall be installed at an invert elevation 4" above the parallel concrete culvert invert.

3.5 Flared End Sections shall be installed with a 6" wide x 12" deep non-reinforced concrete toe wall extending the full width of the flared end.

3.6 Junction boxes, catch basins and curb inlets shall be constructed in accordance with the construction requirements of Section S-601, MDOT State Aid Specifications.

3.7 Backfilling

3.7.1 All trenches and excavation shall be backfilled as soon as the work has developed sufficient strength to resist backfilling loads and forces and the work shall be prosecuted expeditiously after it has commenced.

3.7.2 All pipe, as soon as laid, shall have the space between the pipe and the bottom and sides of the trench backfilled initially to the spring line of the pipe with a select backfill material. This material shall be carefully and uniformly tamped under the pipe haunches and to the spring line so as to eliminate the possibility of lateral development.

3.7.3 After the select backfill material has been placed to the spring line and thoroughly tamped, backfill may then proceed with the placement of select backfill material one foot above the top of the pipe. The material shall be carefully and uniformly tamped by self powered mechanical tampers or adequate gravity force tampers to a Standard Proctor Density of 95% where the pipe line is under an existing or proposed street and 85% density elsewhere.

3.7.4 If the ENGINEER determines that the trench excavation does not provide a natural select backfill material for backfill purposes he may authorize CONTRACTOR to furnish a select backfill material from off-site sources conforming with the material requirements of 2.0 Materials of Section 9.3 Road Construction and where so authorized, payment for the select backfill material will be made as Select Backfill Borrow Material.

3.7.5 The trench shall then be backfilled using the best native material secured from the trench excavation and compacted to a Standard Proctor Density of 95% where the pipe line is under an existing or proposed street and 85% density elsewhere.

3.7.6 All surplus excavated material which is not used in backfilling or material not suitable for backfill shall be spread on site as directed by the ENGINEER.

3.7.7 The ground surface that has been affected by CONTRACTOR's operation shall be dressed to a smooth and uniform surface reasonably close to the original ground surface and shaped to encourage drainage.

3.8 Ditches and swales shall be dressed to a smooth and uniform surface.

3.9 Excavation and backfill required for construction of culverts, junction boxes, curb inlets and flared end sections shall be included in the price for the structure.

3.10 Limestone riprap shall be neatly placed at locations indicated on the drawings or as directed by the ENGINEER.

3.11 The ground surface that has been affected by CONTRACTOR's operation shall be dressed to a smooth and uniform surface reasonably close to the original ground surface and shaped to encourage drainage.

4.0 METHOD OF MEASUREMENT

4.1 Junction boxes, catch basins and curb inlets will be measured for payment by the number of completed units in place, per each.

4.2 Culvert pipe of the several types will be measured in linear feet by multiplying the number of commercial lengths necessary and used to provide the specified lengths by the nominal laying length per pipe section. The unit price shall include materials and installation of a parallel 4" sock pipe.

4.3 Culvert pipe end sections will be measured for payment by the number of units of the kind and size specified complete in place.

4.4 Limestone riprap shall be field measured by the square yard including filter fabric.

4.5 Swales and ditches will be measured for payment as a lump sum.

ROAD CONSTRUCTION

1.0 SCOPE OF WORK

All labor, materials, tools, and equipment to perform in-grade preparation of roadway soils and placement of select borrow material required to prepare a subbase for roadway construction and to construct curbs and gutters, barrier curbing, a base course and hot bituminous pavement surface course in reasonably close conformity with the lines, grades, thickness' and typical cross section shown in the specifications or established by the ENGINEER.

Installation of street signage shall also be performed under this specification.

2.0 MATERIALS

2.1 Select Borrow Material - Material shall be sandy fill with less than 10 percent passing a No. 200 sieve.

2.2 Base Material - Eight (8) inch minimum thickness, crushed limestone, size 610, MDOT State Specifications or as directed by the Jackson County.

2.3 Bituminous Prime Coat - at CONTRACTOR's option - cut back asphalt or emulsified asphalt meeting the material requirements of Subsection S-702.08, MDOT State Aid Specifications.

2.4 Hot Bituminous Pavement - Surface Course No. SC-1, two inches (2") minimum thickness, MDOT State Aid Specifications.

2.5 Concrete - Class B, MDOT State Aid Specifications.

2.6 Curing Materials - Type 2 (white pigmented) liquid membrane compound.

2.7 Expansion Joint - Preformed expansion joint filler for concrete, AASHO M-33.

2.8 Bar Reinforcement - Grade 40 or 60 billet steel conforming to ASTM A-615.

2.9 Street Signs - Type, style, size and quality for all signs, brackets and poles. Post shall be U-Channel, 12 ft long, 3 lb per foot. Sheeting shall be High Density.

3.0 CONSTRUCTION REQUIREMENTS

3.1 CONTRACTOR shall be responsible for the layout of the work and will protect and preserve the established reference points.

3.2 Upon completion of the clearing and grubbing operations and installation of utilities, CONTRACTOR shall prepare the subgrade to specification requirements.

3.3 Subgrade preparation shall be performed prior to curb and gutter construction.

3.4 Sub-grade Preparation shall include all excavation required to the bottom of proposed base material as calculated from plan grades. Excavated material shall be placed on proposed lots at locations designated by the OWNER. It shall be shaped and graded to drain.

3.5 The exposed sub-grade shall then be proof-rolled in the presence of the ENGINEER to determine if any soft or yielding spots are evident. Affected areas shall be excavated to depths as designated by the OWNER or ENGINEER and backfilled in 8 inch compacted lifts with select borrow material. Each lift shall be compacted to a minimum 95% Modified Proctor Density. Authorized excavation required for undercutting will be paid for as extra.

3.6 Stockpile a sufficient quantity of on-site top soil for plating of area between property line and curbs.

3.7 Density tests must be performed on the subgrade by a testing laboratory approved by the ENGINEER. A minimum compaction of 95% Modified Proctor Density must be obtained prior to placement of the base course.

3.8 Construct curbs and gutters in accordance with construction requirements of Section S-609, MDOT State Aid Specifications.

3.9 Construct base course in accordance with the construction requirements of Section S-304, MDOT State Aid Specifications to a minimum compaction of 100% Modified Proctor Density.

3.10 The base course must be proof-rolled in the presence of the ENGINEER and also tested for conformance to the specifications by a qualified testing laboratory approved by the ENGINEER. Test results must be submitted to the ENGINEER for review. A minimum density of 100% as measured by the Modified Proctor Test must be obtained prior to application of bituminous prime course or surface course.

3.11 Apply bituminous prime course in accordance with the construction requirements of Section S-408, MDOT State Aid Specifications.

3.12 Construct hot bituminous pavement (surface course) in accordance with the construction requirements of Section S-403, MDOT State Aid Specifications.

3.13 CONTRACTOR shall be responsible for the securing of all testing laboratory services and payment thereof.

3.14 Street signage shall be installed in accordance with the Manual of Uniform Traffic Control Devices for requirements of height and setback from the roadway and as required by the City of Gulfport Traffic Department.

4.0 METHOD OF MEASUREMENT

4.1 Sub-grade preparation will be measured by the square yard, plan measurement.

4.2 Base course and hot bituminous pavement will be measured by the total number of square yards placed on the roadway at the specified thickness, field measurement.

4.3 Additional excavation and select borrow material required for authorized undercutting shall be measured by the cubic yard, plan measure for areas and depths approved by the OWNER or ENGINEER.

4.5 Curb and gutter and barrier curbing will be measured by the linear foot, field measurement.

4.6 Hot bituminous prime application will not be paid for as a separate item.

4.7 Street signage will be paid for as a lump sum.

MANHOLES

A. SCOPE OF WORK

(1) This work shall consist of all labor, materials, and equipment to construct precast manholes as designated in these specifications and in reasonably close conformity with the lines and grades specified on the plans.

(2) Specified elsewhere:

(a) Sewer Pipe

B. MATERIALS

(1) Precast concrete risers, eccentric cone sections, flat slab top (where required), base section, and adjusting rings shall conform to the requirements of ASTM Designation C-478.

(2) Joints shall be sealed with either a preformed joint compound or a rubber gasket. Preformed joint compound shall meet Federal Specification SS-S00210 (210-A) and AASHTO Specification M-198. Rubber gaskets shall meet ASTM Designation C-443.

(3) Manhole and cleanout frame and cover sets shall conform to the requirements of ASTM Designation A-48 for "Gray Iron Castings", Class 30. The bearing surfaces of the frames and covers shall be machined and the cover shall seat firmly into the frame without rocking. Frames shall provide a minimum inside dimension of 22 inches. Covers shall read "SEWER". There shall be no holes or perforations in the covers.

(4) Manhole steps are required in manholes over four feet in depth and shall have a minimum tread width of 14 inches, 6 inch projection, integrally cast with manhole section, and constructed of 1/2 inch Grade 60 steel reinforcement encapsuled in a copolymer polypropylene plastic, molded to form a slip-proof manhole step.

(5) Concrete (other than precast) shall conform to requirements for Class B concrete, MDOT Standard Specifications.

(6) Reinforcement shall be Grade 40 or Grade 60 billet steel conforming to ASTM A-615.

(7) Coating for exterior and interior surfaces of all manhole walls, including both joint surfaces between manhole sections, shall be a coal tar epoxy or other

approved sealant. All precast concrete sections shall be prepared, coated, and cured at the manufacturer's plant prior to shipping. Minimum dry-film thickness shall be 16 mils.

(8) Flexible watertight manhole pipe connectors shall be provided at all pipe openings and shall consist of a neoprene rubber boot designed to clamp securely into an opening in the manhole wall and to clamp around the barrel of the sewer pipe. Openings in the manhole wall shall be made by a coring machine or by a hole former during the manufacturing process. Rubber material shall conform to the requirements of ASTM C-923 and be a minimum of 3/8 inches thick. External and internal clamps shall be all type 304 stainless steel conforming to ASTM A-167. Gasket shall be similar to "Kor-N-Seal Boot" as manufactured by the National Pollution Control Systems, Inc., Milford, New Hampshire, or approved equal.

(9) Water stops shall be commercially available rubber, employing ribs to engage the PVC pipe and large fins to engage the grout. The stop ring shall be clamped to the pipe by an all-stainless steel worm clamp.

C. CONSTRUCTION REQUIREMENTS

(1) Excavation for manholes shall conform to same requirements as adjoining sewers to which they are connected. No additional allowance in allowable trench width will be made for manholes.

(2) Precast manhole base sections shall be set, true and plumb, on a prepared, firm subgrade, free of water. When the native subgrade material encountered consists of a material deemed by the Engineer to be unsuitable, the Contractor shall excavate an additional 12 inches and replace with bedding material.

(3) The method of joining precast concrete riser and cone sections shall be such that the ends are fully entered and the inner surfaces are reasonably flush and even. The finished manhole shall be free of visible evidence of leakage. Not more than two (2) adjusting rings shall be allowed per manhole.

(4) Where necessary to construct a manhole with a poured-in-place bottom, it shall be not less than 12 inches thick and not less than 12 inches in diameter larger than the outside of the precast riser section conforming to details shown in the plans.

(5) Reinforcement shall conform accurately to the dimensions and details indicated on the drawings. Before being placed in any concrete work, it shall be cleaned thoroughly of all rust, mill scale, mortar, oil, dirt, or coating of any character

which would be likely to destroy, reduce or impair its proper bonding with the concrete.

(6) Concrete shall conform accurately to the dimensions and details indicated on the plans. Concrete shall not be permitted to fall more than six feet without the use of pipe or tremies at least six inches in diameter. Concrete shall be thoroughly consolidated in a manner that will encase the reinforcement and inserts, fill the forms, and produce a surface or even texture free of rock pockets and excessive voids.

(7) Form invert channels smooth and shape to semi-circular bottom conforming to the inside of the adjacent sewer section. Inverts shall extend up at least half of the diameter of the pipe. Changes in direction of the sewer and entering branches shall have a true curve of as large a radius as the size of the manhole will permit.

(8) The annular space between the pipe and the pipe entry gasket boot shall be sealed at the interior manhole wall with a manufactured rubber sealer ring or by other approved means to prevent invert grout or debris from entering the boot.

(9) Lifting holes in manhole walls shall be sealed with a non-shrink grout and shall have no visible evidence of leakage.

(10) Manhole steps shall be a straight alignment so as to form a continuous ladder with a maximum distance of 16 inches between steps.

(11) Manhole frame casting shall be set on full mortar beds on top of concrete cone section or adjusting ring, to line and grade, and in such a manner that subsequent adjustments will not be necessary. On paved streets, the frame and cover shall be set flush with and in the plane of the final paved surface course.

(12) Backfill may proceed as soon as manholes have developed sufficient strength to resist backfilling loads and forces. Backfill for manholes shall be in the same manner as the adjoining sewers to which they are connected.

(13) Where indicated on the plans, drop manhole connections shall be assembled using pipe and fittings of the same type as the sewer main and in accordance with the details in the Drawings.

GRAVITY SEWER PIPE

D. SCOPE OF WORK

(1) This work shall consist of all labor, materials, equipment, tools and services required for the furnishing, installing, and testing of all gravity sewer pipe in accordance with these specifications and/or as detailed in the drawings.

(2) Specified elsewhere:

(a) Pipe Foundation, Select Backfill and Geotextile Fabric

(b) Manholes

(c) Restoration of Disturbed Facilities

E. MATERIALS

(1) Contractor shall have the option to use any of the following approved sewer pipes in the course of the construction of the project. All pipe furnished must be of the same type throughout the project.

1. Solid wall polyvinyl chloride (PVC) sewer pipe and fittings conforming to ASTM D-3034, (4" - 15") or ASTM F679 (18" - 27"), SDR-35, elastomeric gasket joint.
2. Ribbed wall polyvinyl chloride (PVC) sewer pipe having a homogeneous, smooth interior wall with a solid cross-section rib exterior. Exterior ribs shall be perpendicular to the pipe axis. Pipe shall conform to the performance requirements of ASTM F794 and Uni-Bell B-9. PVC material shall conform to ASTM D1784, cell classification 12454-B. Pipe joints shall employ a factory-installed elastomeric gasket (ASTM F477) located between two ribs. Minimum pipe stiffness (F/Y at 5% deflection shall be 60 psi, per ASTM D2412. All fittings shall be pipe-manufacturer's standard fittings. Pipe manufacturer shall supply solid-wall adapters for use where pipe connects to manhole pipe entry gaskets.

(2) Where ductile iron pipe is required by the Drawings or where directed by the Engineer, use ductile iron pipe conforming to ANSI A-21.51 (AWWA C-151) Grade 60-42-10 Ductile Iron, thickness Class 52 minimum, rubber ring joint. Furnish PVC clamp

to join with adjacent sewer pipe, with no extra compensation. Pipe shall be lined with polyethylene.

F. CONSTRUCTION REQUIREMENTS

(1) Excavation - General

(b) Excavation shall include the clearing of the site of the work, the loosening, loading, removing, transporting and disposing of all materials, wet or dry, above or below ground necessary to be removed to construct all sewers included in this contract to the lines, grades and locations shown on the drawings. No burying or burning of trees, stumps, roots, or other debris will be allowed.

(c) Where required, the Contractor shall remove with care all shrubbery, plants, flower planters, flower bed borders, set aside, watered, and kept alive and reset as before construction work. The Contractor shall furnish and install replacement plants which die as a result of construction operations.

(d) The Contractor shall, at his own expense furnish and install all temporary sheeting, timbering and bracing required to maintain the excavation in a condition to furnish safe working conditions and to permit the safe and efficient installation of all items of contract work. The Contractor shall further, at his own expense, shore up or otherwise protect all fences, buildings, walls, walks, curbs, or other property adjacent to any excavation which might be disturbed during the progress of the work, except those facilities designated for removal and restoration.

(e) Temporary supports must be removed by the Contractor at his own expense after or concurrently with the completion of the permanent facility.

(f) The Contractor shall do all ditching, pumping, well pointing and bailing, build all drains, and do all other work necessary to keep the excavation clear of ground water, sewage or storm water during the progress of the work and until the finished work is safe from injury. Where the excavation is wet sand, and suitable construction conditions cannot be obtained by other methods, the Contractor shall install and operate, at his own expense, a pumping system connected with well points, so as to drain the same effectually. All well point holes shall be backfilled with sand after removal. No masonry or pipe shall be laid in water, and water shall not be allowed to rise over masonry until concrete or masonry has set at least 48 hours. All water pumped or drained from the work shall be disposed of in a manner that will not damage adjacent property or other work under construction. Necessary precautions shall be taken to protect all construction against flooding.

(g) Whenever the excavation is carried beyond the lines and grades shown on the drawings, the Contractor shall, at this own expense, refill all such excavated space with such material and in such manner as may be directed.

(h) Unsuitable and surplus excavated material not incorporated in the work shall be disposed of by the Contractor at his own expense.

(i) In the event that any existing gas pipe, water pipes, conduits, sewers, tile drains or poles are blocked or interfered with by the excavation required on this project, the Contractor shall maintain them in continuous operation, and restore them to the same condition as they were prior to the start of construction of this project. Gas pipes or electrical power distribution facilities which are disturbed in any way shall be inspected and repaired (if necessary) by the utility owner. All at no additional compensation.

(j) Any culvert pipe joint exposed by excavation shall be wrapped with an approved geotextile filter fabric, three feet in width, before backfilling, at no additional compensation.

(2) Trench Excavation

(a) The ground shall be excavated in open trenches, of sufficient width and depth to provide ample room within the limits of the excavation, or lines of sheeting and bracing, for the proper construction of the sewer.

(b) Mechanical excavation of trenches shall be stopped above the final invert grade elevation so that the pipe may be laid on a firm, undisturbed native earth bed.

(c) The width of the trench at the top of the pipe shall not exceed the outside diameter of the sewer pipe plus two feet.

(3) Bedding

(a) When the native bedding material encountered in the trench bottom consists of a material deemed by the Engineer to be unsuitable for pipe bedding, the Contractor shall overdig to a depth as specified in the Drawings and replace with bedding material, to be paid for under Item No. __. Should overdigging occur where a suitable native soil exists for bedding purposes, the Contractor shall fill the area of over-excavation with an acceptable bedding material as specified under Pay Item No. __, but at Contractor's expense.

(b) Trenches shall be dry when the trench bottom is prepared. A continuous trough shall be pared or excavated to receive the bottom quadrant of the pipe barrel. In addition, bell holes shall be excavated so that after placement, only the barrel of the pipe receives bearing pressure from the trench bottom.

(c) Preparation of the trench bottom and placement of the pipe shall be carefully made so that when in final position, the pipe is true to line and grade.

(4) Laying Pipe

(a) Pipe shall be protected during handling against impact shocks and free fall. Pipe shall be kept clean at all times, and no pipe shall be used in the work that does not conform to the appropriate specifications.

(b) The laying of pipe in finished trenches shall be commenced at the lowest point, with the spigot ends pointing in the direction of the flow.

(c) All pipe shall be laid with ends abutting and true to line and grade. They shall be carefully centered, so that when laid they will form a sewer with a uniform invert.

(d) Pipe shall be laid accurately, to the line and grade as designated on the drawings. Preparatory to making pipe joints all surfaces of the portions of the pipe to be jointed or of the factory-made jointing material shall be clean and dry. Lubricants, primers, adhesives, etc., shall be used as recommended by the pipe or joint manufacturers' specifications. The jointing materials or factory fabricated joints shall then be placed, fitted, joined and adjusted in such a workmanlike manner as to obtain the degree of water-tightness required.

(e) Trenches shall be kept water-free and as dry as possible during bedding, laying and jointing and for as long a period as required. As soon as possible after the joint is made, sufficient backfill material shall be placed along each side of the pipe to offset conditions that might tend to move the pipe off line and grade.

(f) Service wye report forms will be furnished by the Engineer. These must be accurately completed by Contractor and submitted prior to payment for the service.

(g) Where sewers cross water mains, adjust sewer laying lengths so that sewer joints are equidistant and as far as possible from the water main joints.

(h) Where required by the Drawings or by job conditions, new sewer pipe shall be connected to existing sewer mains by means of an appropriate flexible PVC coupling.

(i) Where existing sewers are to be replaced or abandoned, the Contractor shall locate all existing active sewer services which connect to such sewers to be replaced by probing, excavation, or other approved means. Each of these shall be reconnected to the new sewer main with a new service wye

and service pipe constructed to the right-of-way or easement line, complete with a cleanout assembly at that point.

(j) Existing sewage flow must not be impeded to the point that sewage may back up into homes or overflow into the environment. If necessary, suitable reliable bypass pumping equipment must be provided, operated, and maintained.

(5) Backfilling

(a) All trenches and excavation shall be backfilled as soon as the work has developed sufficient strength to resist backfilling loads and forces and the work shall be prosecuted expeditiously after it has commenced.

(b) No sewer shall be backfilled above the top of the pipe until the sewer elevations, gradient, alignment and the pipe joints have been checked, inspected and approved by the Engineer.

(c) All pipes as soon as laid shall have the space between the pipe and the bottom and the sides of the trench backfilled to the spring line of the pipe with a select sandy material. This material shall be thoroughly compacted by hand or mechanical means.

(d) Backfill shall then proceed with the placement of select sandy material to one foot above the top of the pipe. This backfill shall be compacted by mechanical compactor to not less than 95 percent Modified Proctor Density.

(e) If pipe trench is under or immediately adjacent to traveled road or drive surfaces, the remainder of the trench shall be backfilled with select sandy material in 12 inch layers to not less than 95 percent Modified Proctor Density, using a mechanical compactor. Pipe trenches in other areas may be backfilled with native material, with no mechanical compaction required.

(f) The select sandy backfill referred to in paragraphs (c) through (e) above shall be a sandy, cohesionless material, no more than 20 percent (by weight) of which shall pass the No. 200 sieve. The materials shall be well-graded to make it easily compactible. The moisture content when placed in the trench shall be reasonably close enough to optimum so as to not adversely affect proper compaction.

(g) Where the native excavated soil does not meet the requirement for select sandy backfill, the Engineer may authorize the replacement for such unsuitable material with contractor-furnished select sandy backfill, under Pay Item No. __. All surplus or unsuitable material not used in backfilling shall be disposed of off-site by Contractor.

(6) Connection to Existing System

(a) The point at which the proposed system is to be connected to existing lines are designated on the plans. Connections shall be made into existing lines at existing manholes or by construction of new manholes over existing lines. When the plans indicate connections to existing manholes, these connections shall be watertight and all work performed in an acceptable manner. The size of the opening cut in the existing manhole wall shall be restricted to a nominal diameter sufficient only to insert the sewer pipe. After insertion of the sewer pipe, the void between the outside of the pipe and the manhole wall shall be packed with a non-shrink grout.

(b) The Contractor shall not interfere with the functioning of the existing sewers and shall not allow debris to enter these sewers as a result of his work. When sewage flow quantities in the existing system are large and/or when the time of interruption of flow affects the operations of upstream mains and service lines, by-pass pumping will be necessary. No discharge will be permitted onto surface areas. No separate pay item will be allowed for bypass pumping.

(7) Testing

(a) General: All projects shall be tested upon completion of installation. The Engineer will designate the locations and type of tests and extent of the system to be tested. Equipment for performing tests and making measurements shall be furnished by the Contractor. All sewers shall be subject to a visual inspection, deflection test, and either an infiltration or air test. Sections of sewer which fail to pass the tests shall have defects located and repaired or replaced at the Contractor's expense and be retested until within the specified allowance.

(b) Visual Inspection: All sewer lines shall be inspected to verify accuracy of alignment and freedom from debris and obstructions. The full diameter of the pipe for straight alignments shall be visible when viewed between consecutive manholes. The method of test shall be either photography, closed circuit television, or visually lamping with mirrors and lights.

(c) Deflection Test: Deflection tests shall be performed on all flexible pipe. Not less than 30 days after placing of the backfill, a deflection test shall be made in the presence of the Engineer to demonstrate that deflection of the flexible sewer pipe does not exceed five percent of the pipe diameter. A fixed-diameter multi-vane mandrel having an outside diameter of not less than 95 percent of the actual inside diameter of the pipe shall be pulled through the pipe without encountering restriction. The test shall be performed without mechanical pulling devices.

(d) Infiltration Test: The Contractor shall furnish, install and maintain a V-notch sharp crested weir in a wood frame tightly secured at the entrance to the junction manhole to demonstrate to the Engineer the amount of infiltration. The maximum allowable infiltration shall be 100 gallons per inch of pipe diameter per mile per day for any section of the system between consecutive manholes.

(e) Air Test: Low pressure air testing shall conform to the test procedure described in ASTM C924. All air used shall pass through a single control panel, equipped with sufficient valves and gauges to monitor air pressure and control the flow of air at all times. All pneumatic plugs shall be seal tested before being used in the actual test. Low pressure air shall be introduced into the sealed section of sewer to be tested until the internal air pressure reaches 4 psig greater than the average back pressure of any ground water that may be over the pipe. After stabilization, the time required for the pressure to decrease from 3.5 to 2.5 psig (greater than the average back pressure), shall not be less than 4.0 minutes for 8 inch diameter sewer pipe.

(8) Separation Between Sewer and Water Lines

(a) Horizontal and Vertical Separation

Sewer mains (including force mains) shall be laid at least 10 feet horizontally and 18 inches vertically from any existing or proposed water main. The distance shall be measured edge to edge. Sewer lines should always be installed below water lines and the bottom of the water line should be at least 18 inches from the top of the sewer line.

(1) Special Conditions

Where local conditions prevent adequate horizontal and vertical separation, the appropriate reviewing agency may allow the sewer line to be laid closer to the water line if supported by adequate data from the design engineer. Each situation will be reviewed on a case by case basis. In this situation, all three of the following conditions must be met:

(a) If the 10 foot horizontal separation between water and sewer lines cannot be maintained then the water line should be ductile iron with water joints located at the maximum distance possible from sewer line joints. PVC pipe may be used if it is protected by a steel casing. Also the water and sewer lines must be in separate trenches with adequate space for maintenance. In some cases, special sewer line construction procedures may be required.

(b) Where the 10 foot horizontal and 18 inch vertical separation cannot be maintained, condition 1. must be met and the sewer line shall be constructed according to water main standards.

(c) Where sewer lines cross under water lines, the pipe segments should be centered to provide maximum spacing of joints of both water and sewer lines. A vertical separation of at least 18 inches should be maintained (water over sewer).

GATE VALVES & VALVE BOXES

A. SCOPE OF WORK

(1) This work shall consist of all labor, materials and equipment required for furnishing and installing valves and valve boxes on water mains in accordance with these specifications and/or as detailed in the Drawings.

(2) Specified elsewhere:

(b) Water Pipe & Fittings

(c) Valves used in Fire Hydrant Stubs

B. MATERIALS

(1) Gate valves shall be of the "resilient seat" type, conforming to AWWA C-509, epoxy coated inside to AWWA C550. End connections shall be mechanical joint, except that valves used in fire hydrant stubs shall be flange by Mechanical Joint. Valves shall be rated for zero leakage to 200 p.s.i., and 400 p.s.i. hydrostatic test pressure. Valves shall be of the non-rising stem (NRS) design. Gates shall be encapsulated in rubber where exposed to line velocity and shall be field replaceable. Each valve shall have a 2 inch square operating nut and shall open to the left. Retainer glands shall conform with the requirements specified for water main pipe. Gate valves shall be "Mueller," which has been adopted as the City's standard valve.

(2) Valve boxes shall be supplied for all buried valves. Valve boxes shall be made of good quality cast iron and shall be of the sectional type. The lower section shall be a minimum of five (5) inches in diameter, enlarged to fit around the bonnet of the valve if a two section box is used, or to fit a circular or oval base section of a three section box is used. The upper section shall be arranged to slide or screw down over the adjoining lower section and shall be provided with cast iron lids or covers marked "WATER".

(3) Concrete shall be Class B, MDOT Standard Specifications.

(4) Bar Reinforcement shall be Grade 40 or grade 60 billet steel conforming to ASTM A-615.

C. CONSTRUCTION REQUIREMENTS

(1) Gate Valves shall be installed as detailed in the Drawings and in strict accordance with manufacturer's recommendations.

(2) Valve Boxes shall be installed as detailed in the Drawings and in strict accordance with manufacturer's recommendations.

(3) Installation of restrained joint retainer glands shall be as specified for water main pipe.

(4) Provide thrust blocks as detailed in the Drawings.

WATER PIPE & FITTINGS

(A) SCOPE OF WORK

(1) This work shall consist of all labor, materials, equipment, tools and services required to furnish and install water mains, fittings, thrust blocks and related appurtenances at sites and locations as designated in these specifications and in reasonably close conformity with the lines and grades specified in the Drawings.

(2) Specified Elsewhere:

(a) Water Services

(b) Pipe Foundation, Select Backfill and Geotextile Fabric

(c) Restoration of Disturbed Facilities

(B) MATERIALS

(1) Water Pipe (4" diameter and larger) shall be either of the following materials, at Contractor's option:

(a) Polyvinyl Chloride (PVC) Pipe conforming to AWWA C-900, Class 150, SDR-18. Pipe shall be made to cast iron O.D.'s. Each length of pipe shall be stamped with approval of National Sanitation Foundation and Underwriters Laboratories, Inc. for transporting potable water. At least 85 percent of pipe shall be in standard 20 foot lengths. Remaining random lengths shall not be less than 10 feet long.

Pipe couplings or joints shall be an integral part of the pipe barrel. It shall consist of an expanded bell with groove to retain a rubber sealing ring conforming to the requirements of AWWA C-111.

(b) Ductile Iron Pipe conforming to ANSI A-21.51 (AWWA C-151) Grade 60-42-10 Ductile Iron, thickness Class 50. Pipe interior shall be cement mortar lined per ANSI A-21.4 (AWWA C-104). Rubber gasket joints per ANSI A-21.11 (AWWA C-111).

(2) Fittings for pipes 4 inches in size or greater may meet any one of the following specifications, at Contractor's option:

(a) Cast Iron conforming with ANSI A-21.10 (AWWA C-110), 250 p.s.i rated.

(b) Ductile Iron conforming with ANSI A-21.10 (AWWA C-110), 350 p.s.i. rated.

(c) Compact Ductile Iron Fittings conforming with ANSI A-21.53 (AWWA C-153), 350 p.s.i. rated.

All fittings shall be cement mortar lined per ANSI A21.4 (AWWA C-104). All fittings shall be of the mechanical joint type. IMPORTANT: Fittings shall be measured for payment by the unit weights for full-size ductile or cast iron fittings (including accessories) as tabulated in AWWA C-110, even though the actual weight of equivalent compact ductile fittings may be considerably less than this weight.

(3) Mechanical Joint Retainer Glands shall be used for all connections of pipe to fittings and shall be made with a suitable restrained joint system, meeting any one of the following specifications:

(a) For Ductile or PVC Pipe, a suitable ductile iron retainer gland, designed and recommended by the gland manufacturer, for the type of pipe used. Gland shall be manufactured entirely of 60-42-10 ductile iron conforming to ASTM A536-80. Glands shall attach to the pipe barrel through a plurality of individually activated gripping surfaces (wedges). EBAA Iron "Megalug" series or equal.

(b) For PVC Pipe, a heavy ductile iron or fused epoxy coated structural steel (ASTM A36) clamp which employs serrations on its inside surface to firmly grip the outside of the PVC pipe barrel. Clamp shall be specifically designed and recommended for use with the size and thickness class of pipe used. All hardware shall be ductile iron. Uni-flange Series 1300 or approved equal.

(c) For Ductile Pipe only, a ductile iron mechanical joint retainer gland employing cupped-end threaded set screws which conform with the pipe manufacturer's guidelines as to number of set screws and torque to be applied to properly restrain the joint to a rating of not less than 250 p.s.i.

(4) Pipe Joint Restraint (applicable only for pipe joints within specified distances from fittings--see schedule in Drawings): Use two glands similar in design and materials to the joint retainer glands previously specified, one immediately behind the joint bell and one on the pipe spigot, connected by two or more ductile iron rods spanning across the pipe joint. For ductile pipe, it is also permissible to use mechanical joint pipe with restrained retainer gland, or special "lock-ring" pipe joints.

(5) Plastic marker tape for burial with PVC pipe shall be a minimum of 6 mils thick and 3 inches in width. Minimum tensile strength shall be 80 pounds and tape shall elongate not less than 600 percent before breaking. Tape shall be imprinted with an appropriate legend to identify the contents of the pipe (e.g. "Water Line Below"). Tape shall be similar to Terra Tape "Extra-Stretch" Tape as manufactured by Reef Industries, Houston, Texas, or equal.

(6) Concrete shall conform to requirements for Class B concrete, MDOT Standard Specifications.

(7) Reinforcement shall be grade 40 or grade 60 billet steel conforming to ASTM A-615.

(C) CONSTRUCTION REQUIREMENTS

(1) Excavation - General

(a) Excavation shall include the clearing of the site of the work, the loosening, loading, removing, transporting and disposing of all materials, wet or dry, above or below ground necessary to be removed to construct all pipes included in this contract to the lines, grades and locations shown on the Drawings. No burying or burning of trees, stumps, roots, or other debris will be allowed.

(b) Where required, the Contractor shall remove with care all shrubbery, plants, flower planters, flower bed borders, set aside, watered, and kept alive and reset as before construction work. The Contractor shall furnish and install replacement plants which die as a result of construction operations.

(c) In areas where water main will be installed in close proximity to trees designated to remain, the major root systems of the trees shall be protected from damage. Where necessary, contractor shall install water main by tunneling underneath the tree roots.

(d) The Contractor shall, at his own expense, furnish and install all temporary sheeting, timbering and bracing required to maintain the excavation in a condition to furnish safe working conditions and to permit the safe and efficient installation of all items of contract work. The Contractor shall further, at his own expense, shore up or otherwise protect all fences, buildings, walls, walks, curbs, or other property adjacent to any excavation which might be disturbed during the progress of the work, except for such facilities which are within the allowable trench limits and are designated for removal and restoration.

(e) Temporary supports must be removed by the Contractor at his own expense after or concurrently with the completion of the permanent facility.

(f) The Contractor shall do all ditching, pumping, well pointing and bailing, build all drains, and do all other work necessary to keep the excavation clear of ground water, sewage or storm water during the progress of the work and until the finished work is safe from injury. Where the excavation is wet sand, and suitable construction conditions cannot be obtained by other methods, the Contractor shall install and operate, at his own expense, a pumping system connected with well points, so as to drain the same effectually. All well point holes shall be backfilled with sand after removal. No masonry or pipe shall be laid in water, and water shall not be allowed to rise over

masonry until concrete or masonry has set at least 48 hours. All water pumped or drained from the work shall be disposed of in a manner that will not damage adjacent property or other work under construction. Necessary precautions shall be taken to protect all construction against flooding.

(g) Whenever the excavation is carried beyond the lines and grades shown on the drawings, the Contractor shall, at this own expense, refill all such excavated space with such material and in such manner as may be directed.

(h) Unsuitable and surplus excavated material not incorporated in the work shall be disposed of by the Contractor at his own expense.

(i) In the event that any existing gas pipe, water pipes, conduits, sewers, tile drains or poles are blocked or interfered with by the excavation required on this project, the Contractor shall maintain them in continuous operation, and restore them to the same condition as they were prior to the start of construction of this project. Gas pipes or electrical power distribution facilities which are disturbed in any way shall be inspected and repaired (if necessary) by the utility owner. All at no additional compensation.

(j) Any culvert pipe joint exposed by excavation shall be wrapped with an approved geotextile filter fabric, three feet in width, before backfilling, at no additional compensation.

(2) Trench Excavation

(a) The ground shall be excavated in open trenches, of sufficient width and depth to provide ample room within the limits of the excavation, or lines of sheeting and bracing, for the proper construction of the water main.

(b) Mechanical excavation of trenches shall be stopped above the final invert grade elevation so that the pipe may be laid on a firm, undisturbed native earth bed.

(c) Trenches shall be excavated as to provide a minimum cover depth of 30 inches and width sufficient to allow for the proper bedding of the pipe; however, the maximum allowable trench width at the ground surface shall not exceed the outside diameter of the pipe plus two feet or 3' - 0" total, whichever is greater.

(3) Bedding

(a) When the native bedding material encountered in the trench bottom consists of a material deemed by the Engineer to be unsuitable for pipe bedding, the Contractor shall overdig to a depth as specified in the Drawings and replace with bedding material, to be paid for under Item No. __. Should overdigging occur where a suitable native soil exists for bedding purposes, the Contractor

shall fill the area of over-excavation with an acceptable bedding material as specified under Pay Item No. __, but at Contractor's expense.

(b) Trenches shall be dry when the trench bottom is prepared. A continuous trough shall be pared or excavated to receive the bottom quadrant of the pipe barrel. In addition, bell holes shall be excavated so that after placement, only the barrel of the pipe receives bearing pressure from the trench bottom.

(c) Preparation of the trench bottom and placement of the pipe shall be carefully made so that when in final position, the pipe is true to line and grade.

(4) Laying Pipe

(a) Pipe shall be protected during handling against impact shocks and free fall. Pipe shall be clean at all times, and no pipe shall be used in the work that does not conform to the appropriate specifications.

(b) Pipe shall be laid accurately, to the line and grades with fittings and valves at the required locations as designated in the Drawings. Preparatory to making pipe joints all surfaces of the portions of the pipe to be jointed or of the factory-made jointing material shall be clean and dry. Lubricants, primers, adhesives, etc., shall be used as recommended by the pipe or joint manufacturer's specifications. The jointing materials or factory fabricated joints shall then be placed, fitted, joined, and adjusted in such a workmanlike manner as to obtain the degree of water-tightness required.

(c) Trenches shall be kept water-free and as dry as possible during bedding, laying, and jointing and for as long a period as required. As soon as possible after the joint is made, sufficient backfill material shall be placed along each side of the pipe to offset conditions that might tend to move the pipe off line and grade.

(d) Wherever necessary to deflect pipe from a straight line, either in the horizontal or vertical plane, the degree of deflection shall not exceed maximum permissible deflections as recommended by pipe manufacturer.

(5) Backfilling

(a) All trenches and excavation shall be backfilled as soon as the work has developed sufficient strength to resist backfilling loads and forces and the work shall be prosecuted expeditiously after it has commenced.

(b) No pipe shall be backfilled above the top of the pipe until the pipe elevations, alignment and the pipe joints have been checked, inspected and approved by the Engineer.

(c) All pipes as soon as laid shall have the space between the pipe and the bottom and the sides of the trench backfilled to the spring line of the pipe with

a select sandy material. This material shall be thoroughly compacted by hand or mechanical means.

(d) Backfill shall then proceed with the placement of select sandy material to one foot above the top of the pipe. This backfill shall be compacted by mechanical compactor (where practical) to not less than 95 percent Modified Proctor Density.

(e) If pipe trench is under or immediately adjacent to traveled road or drive surfaces, the remainder of the trench shall be backfilled with select sandy material in 12 inch layers to not less than 95 percent Modified Proctor Density, using a mechanical compactor. Pipe trenches in other areas may be backfilled with native material, with no mechanical compaction required.

(f) The select sandy backfill referred to in paragraphs (c) through (e) above shall be a sandy, cohesionless material, no more than 20 percent (by weight) of which shall pass the No. 200 sieve. The materials shall be well-graded to make it easily compactible. The moisture content when placed in the trench shall be reasonably close enough to optimum so as to not adversely affect proper compaction.

(g) Where the native excavated soil does not meet the requirement for select sandy backfill, the Engineer may authorize the replacement for such unsuitable material with contractor-furnished select sandy backfill, under Pay Item No. __. All surplus or unsuitable material not used in backfilling shall be disposed of off-site by Contractor.

(6) All PVC pipe installations require that plastic marker tape be buried in the backfill approximately 12 inches above the pipe.

(7) General Requirements

(a) All connections between pipe and fittings shall be made with an approved restrained joint system. In addition, all pipe joints within a distance which is tabulated in the Drawings from a fitting must also employ an approved restrained joint system. The assembly and installation of each restrained joint system shall be in strict accordance with the manufacturer's printed instructions and in the presence of a representative of the Engineer.

(b) Concrete thrust blocks are to be installed according to the plan dimensions and details, placed between the fittings and undisturbed earth. Thrust blocks are also required at all bends of 11 1/2 degrees or more, unless specifically waived by the Engineer because of unusual conditions at a specific fitting.

(c) For all pipe sizes and types, install only full lengths of pipe adjacent to fittings, except in unusual circumstances.

(d) Contractor must use care to prevent the entry of ground water or other contaminants into the water pipe or appurtenances, either before, during, or after construction. Cap unattended exposed pipelines.

(8) Testing and Sterilization

(a) Pressure and leakage testing shall be conducted on all pipe and appurtenances by the Contractor at his expense and in the presence of the Engineer or his representative. The hydrostatic test procedure used shall conform with the requirements of AWWA C-600. The test shall be conducted by filling the pipe with clean water under a minimum pressure of 100 p.s.i. There shall be no visible leakage, nor shall the leakage exceed 9.5 gallons per 24 hours per inch diameter per mile as measured over a period of two hours. The Engineer reserves the right to select the line segments to be tested together as a unit, and may choose to separately test small segments if the test result for a larger segment is marginal.

(b) Water mains shall be flushed and then sterilized in accordance with AWWA C-651, Standard for Disinfecting Water Mains using at least 50 mg/l free chlorine solution for 24 hours. After completion of the construction and disinfection of water distribution facilities, the Contractor shall arrange for at least one sample to be collected by the County Sanitarian, Consulting Engineer or Waterworks Superintendent from every dead end line and every major looped line for bacteriological examination. Water being collected for testing shall not have a chlorine residual higher than is normally maintained in other parts of the distribution system. No chlorine shall be present which is a result of line disinfection. No coliform bacteria and no confluent growth indication shall constitute a satisfactory sample when analyzed by Mississippi Department of Health Laboratory or a laboratory certified by the Mississippi State Department of Health. This sterilization and sampling procedure shall be repeated until two consecutive acceptable samples (taken at least 24 hours apart) are obtained from each sample point.

(9) Separation Between Sewer and Water Lines

(a) Horizontal Separation

Water mains shall be at least 10 feet (3.0 m) horizontally from any existing or proposed sewers (including force mains). The distance shall be measured edge to edge. In case where it is not practical to maintain a ten foot separation, the appropriate reviewing agency may allow deviation on a case-by-case basis, if supported by data from the design engineer. Such deviation may allow installation of the water main closer to sewers, provided that the water main is in a separate trench or on an undisturbed earth shelf located on one side of the sewer and at an elevation so the bottom of the water main is at least 18 inches (46 cm) above the top of the sewer.

(b) Crossings

Water mains crossing sewers shall be laid to provide minimum vertical distance of 18 inches (46 cm) between the outside of the water main and the outside of the sewer. The water main shall be above the sewer main. The crossing shall be arranged so that the water main joints will be equidistant and as far as possible from the sewer main joints.

FIRE HYDRANTS

(1) SCOPE OF WORK

(1) This work shall consist of all labor, materials and equipment to install fire hydrants in accordance with these specifications and/or as detailed in the Drawings. The 6" water main used as a fire hydrant lead and the 6" gate valve used in the fire hydrant lead are both included under this item.

(2) Specified elsewhere:

(1) Water Pipe & Fittings

(2) MATERIALS

(1) All fire hydrants shall comply with AWWA Specifications C-502 and the following design specifications.

(1) Fire hydrants shall be of the compression type closing with the line pressure. The valve opening shall be 5 1/4 inch. The friction loss though the hydrant shall not exceed 2.5 p.s.i. at 1,000 GPM flowing through the pumper nozzle.

(2) The bonnet section of all hydrants shall be designed so the bearing surfaces and stem threads are sealed in a cone shaped lubricant reservoir and automatically lubricated each time the hydrant is operated.

(3) The hydrant shoe shall have at least two drain outlets. Size of shoe shall be 6 inches and of the mechanical joint type. A retainer gland as specified for water main pipe is required.

(4) Hydrants shall be furnished with two 2 1/2 inch hose nozzles and one 4 1/2 inch pumper nozzle. The type and size of threads shall be National Standard. The distance from the ground line to the center line of the pumper nozzle shall be not less than 17 inches, nor more than 26 inches.

(5) Hydrants shall be furnished with a breakable feature designed to break cleanly 2 inches above the ground line upon contact. This feature shall consist of a two part breakable safety flange with a torque diverting breakable stem coupling. Flangible bolt construction will not be accepted.

(6) The design of the hydrant shall permit easy installation of top extensions and a full 360 rotation of the upper barrel without shutting off the water.

(7) Hydrants shall be Mueller "Centurian" model, which has been adopted as the City's standard fire hydrant.

(2) Concrete shall be Class B, MDOT Standard Specifications.

(3) Crushed stone or washed pit run gravel.

(4) Bar Reinforcement shall be grade 40 or grade 60 billet steel conforming to ASTM A-615.

(5) Paint shall conform to requirements of AWWA C-502.

(6) Valve shall be installed with a six inch gate valve in the hydrant stub as detailed in Drawings, complete with cast iron valve box. This valve and box shall conform with the specifications for gate valves and valve boxes on water mains, except that the end connections shall be flange x Mechanical Joint. The cost of these shall be included under this Item.

(3)

(4) <u>CONSTRUCTION REQUIREMENTS</u>

(1) Hydrants shall be installed as shown in the detailed drawings and in a manner that will provide complete accessibility and will prevent damage from vehicles. All hydrants shall stand plumb and shall have their pumper connections at right angles to the curb line. Thrust block backings shall be constructed in strict accordance with manufacturer's recommendations.

(2) Hydrants shall be tested in conjunction with entire system.

(3) Crushed stone or gravel shall be placed at the base of the hydrant to provide drainage.

(4) After installation and prior to final acceptance the fire hydrants shall be painted above the ground line in accordance with AWWA Standard C-502. Color shall match existing hydrants in the project area, or as directed.

CONNECTIONS TO EXISTING WATER MAINS

(5) SCOPE OF WORK

(1) This work shall consist of all labor, materials, equipment, tools, and services required to make connections between new water piping systems and existing water mains, at locations designated in the Drawings or as directed by the Engineer.

(2) Specified Elsewhere:

(1) Water Mains & Fittings

(2) Gate Valves

(6) MATERIALS

(1) Tapping sleeves shall be fabricated from heavy Type 304 stainless steel, with a full circumferential seal to the run pipe provided by a rubber gasket resistant to water, salt solutions, mild acids, gases, and sewage. Multiple stainless steel bolts shall ensure uniform sealing. Outlet flange shall conform with ANSI 150 pound drilling, recessed for tapping valve per MSS-SP 60. A 3/4 inch NPT test plug shall be provided. O.D. range of body must match the actual measured O.D. of the pipe being tapped.

(2) Tapping valves shall conform with the requirements for Gate Valves and Valve Boxes on Water Mains, except that the inlet shall be Class 125 Flange and the outlet, Mechanical Joint. The valve opening shall be oversized to permit a cutter head to pass which is 1/2" smaller than the nominal branch pipe size. Valves shall be furnished complete with cast iron sectional valve box, as is specified under Item for Gate Valves and Valve Boxes on Water Mains. A retainer gland as is specified under Item for Water Pipe & Fittings is required for the connection of the new pipe to the tapping valve.

(7) CONSTRUCTION REQUIREMENTS

(1) It is the intent of this contract that the new segments of water mains be constructed and pressure tested prior to connecting them to existing pipes.

Temporary plugs and water service-type connections will be required to allow this.

(2) After the new pipe segments are complete and tested, connections will be made to the existing pipes. All abandoned pipes shall be capped.

(3) Installation of tapping sleeves shall fully conform with manufacturer's recommendations. The pipe barrel to be tapped shall be fully and carefully cleaned. Asbestos cement pipe shall be smoothed with a wire brush to ensure a tight seal of the gaskets against the pipe.

(4) Before each sleeve is installed, the pipe barrel to be tapped shall be measured and the actual measured pipe O.D. shall be within the range recommended for the sleeve used.

(5) The actual size of the hole cut in the pipe barrel shall be not more than 1/2 inch smaller than the nominal size of the branch connection (e.g., not less than 5 1/2 inches for a 6 inch tap). The drilling machine and shell cutter head used shall be specifically recommended for the type of pipe being tapped.

(6) After the tap is complete and the tapping valve closed, the sleeve shall be bled of air and then visually checked for leakage before backfilling.

(7) Connections made to existing pipe shall be made as specified under Item for Water Pipe & Fittings. Necessary adapter fittings, glands, or special gaskets shall be furnished as needed to properly connect to the type of existing pipe or fitting encountered. Any cast or ductile iron fittings so used will be paid for under Pay Item ___.

(8) The Owner will assist Contractor by locating existing valves necessary to turn off the water pressure for a short period necessary to make the connection. Contractor shall provide at least 24 hours notice to the Owner for any outages. The Contractor may be requested to schedule some connections for a specific time of day or night, to reduce inconvenience to customers.

WATER SERVICES

A. SCOPE OF WORK

A.1. This work shall consist of all labor, materials, equipment, tools and services required to furnish and install water service lines, fittings, and meters with boxes at locations designated in the Drawings or as directed by the Engineer.

A.2. Specified Elsewhere:

(2.a) Water Pipe

B. MATERIALS

B.1. Water service tubing shall be polyethylene plastic conforming to ASTM 2737, NSF approved, dimensions to fit standard CTS fittings, SDR 9, 200 p.s.i.

B.2. Service saddles are required for all service line connections. Saddles shall be of cast malleable iron, or bronze construction, and shall be specifically recommended for use with the type of pipe used.

B.3. Corporation stops, curb valves, wye fittings, and other required service fittings shall conform to AWWA C-800. All connections to service tubing shall be by approved compression type fitting, with stainless steel tubing inserts as recommended by the fitting manufacturer. Curb valves shall employ a one-piece integral plug with full-opening port and tee head, turning on a plastic thrust washer at the top and sealed by an "O"-ring. The valve body shall be a one-piece brass casting with closed bottom. The inlet and/or outlet port shall be sealed by a second "O"-ring.

B.4. At least a double-check type backflow preventor is required for all water services, unless the City's Backflow Prevention Coordinator determines that a specific service requires more protection, in which case his determination shall govern. Backflow Preventor shall be Mueller Model H14-242-R243 (3/4" FIPT x 3/4" FIPT).

B.5. Meter box and lid shall be of a suitable high density polyethylene. Minimum size shall be 10" X 17" (at the top) by 12" deep. Box shall be furnished complete with snap-in polyethylene lid with hinged reader window.

C. CONSTRUCTION REQUIREMENTS

C.1. Installation of all service line components (service saddle, corporation stop, tubing, and curb valve) shall be in strict accordance with manufacturer's recommendations.

C.2. Excavation, bedding, and backfilling shall be generally in accordance with the requirements given for water main pipe.

UTILITY ADJUSTMENT AND REPAIR

A. SCOPE OF WORK

(1) This work shall consist of all labor, materials, equipment, tools, and services required to remove and reinstall water and sewer lines as they are encountered and as necessary to facilitate the installation of new facilities under this contract.

B. MATERIALS

(1) Water Pipe (4" diameter and larger) - Polyvinyl Chloride (PVC) Pipe conforming to AWWA C-900, Class 150, SDR-18. Pipe shall be made to cast iron O.D.'s. Each length of pipe shall be stamped with approval of National Sanitation Foundation and Underwriters Laboratories, Inc., for transporting potable water.

Pipe couplings or joints shall be an integral part of the pipe barrel. It shall consist of an expanded bell with groove to retain a rubber sealing ring conforming to the requirements of AWWA C-111.

(2) Fittings for pipes 4" in size or greater may meet any one of the following specifications, at Contractor's option:

(d) Cast Iron conforming with ANSI A-21.10 (AWWA C-110), 250 p.s.i. rated.

(e) Ductile Iron conforming with ANSI A-21.10 (AWWA C-110), 350 p.s.i. rated.

(f) Compact Ductile Iron Fittings conforming with ANSI A-21.53 (AWWA C-153), 350 p.s.i. rated.

All fittings shall be cement mortar lined per ANSI A-21.4 (AWWA C-104). All fittings shall be of the mechanical joint type, and shall be furnished with an approved type of restrained gland, designed for use with the pipe being applied to.

(3) Water Pipe (sizes over 1" and less than 4") - Polyvinyl Chloride (PVC) pipe conforming to ASTM D-2241, NSF approved, pressure rated 200 p.s.i. SDR 21). Joints shall employ an elastomeric gasket per ASTM D-3139. Couple to existing pipe using stainless steel clamps.

(4) Water service tubing shall be of polybutylene plastic conforming to ASTM 2666, NSF approved, dimensioned to fit standard CTS fittings, 250 p.s.i. Couple to existing pipe or tubing with suitable compression clamp.

(5) Sewer pipe and fittings shall be type PSM Poly (Vinyl Chloride) (PVC), conforming to ASTM D-3034, SDR-26, elastomeric gasket joint. Couple to dis-similar materials with suitable "Fernco" coupling, or equal.

C. CONSTRUCTION REQUIREMENTS

(1) All existing water and sewer lines encountered during construction of this project shall be carefully protected and preserved by Contractor to the maximum possible extent. However, it is recognized that it will in some cases be impossible to install the new facilities without disturbing existing water and sewer mains and services which may be in conflict with the line and grade of the proposed facilities at some locations. These necessary repairs and adjustments will be made and paid for under this item, upon authorization by the Engineer.

(2) Existing water and sewer facilities which are damaged by Contractor that are not in conflict with the line or grade of the proposed facilities, or, damaged in a negligent and unnecessary manner must also be repaired by Contractor, but these repairs will not be paid for.

(3) City of Long Beach Public Works Department will assist Contractor by locating and marking all known existing water and sewer facilities in advance of construction, and by advising Contractor of known shut-offs, but the adequacy and sufficiency of these actions are not guaranteed to Contractor and do not relieve Contractor of any obligations under this contract.

(4) Contractor shall properly locate and expose all underground facilities in advance of construction of the proposed facilities and determine if any conflicts may be encountered. Contractor shall notify Engineer of all potential conflicts prior to construction in the proximity of the potential conflict. Engineer will make a determination if the line or grade of the proposed facilities can be adjusted to avoid conflict. Otherwise, Contractor will be authorized to adjust City owned water or sewer facilities.

(5) Contractor shall coordinate with private utility companies for any necessary adjustment of their respective facilities.

(6) Water main adjustments shall be conducted as follows:

(a) Locate all existing shut-off valves. (Some smaller mains may have to be "worked hot" by installing valves on the main while water is flowing.)

(b) Notify all residents believed to be affected by the shut-off.

(c) Shut off water.

(d) Cut out conflicting existing pipe and replace with new pipe and fittings routed above or below proposed force main pipe, but always maintaining not less

than 24" cover over pipe. Install fittings and couplings per detail in drawings, and in accordance with manufacturer's recommendations. Always provide a means to restrain fittings and pipe coupling to prevent separation of joints due to water pressure.

(e) Thoroughly flush water through disturbed area, using closest available flush point.

(7) Water service repair shall be conducted as follows:

(a) Notify the customer(s) to be affected before service is cut.

(b) Plug both ends of service pipe at each side of pipe trench, while pipe is being installed.

(c) Immediately upon completion of pipe installation, install new water service tubing, with appropriate compression couplings to mate with existing pipe.

(d) Flush water thru repaired service pipe, using outside faucet.

(8) Sewer service repair shall be conducted as follows:

(a) Remove existing sewer service pipe as necessary. Existing pipe and fittings may be reused, it if meets the specifications for new pipe and is in good condition.

(b) Immediately upon completion of pipe installation, install sewer service at a grade of not less than 1.00% for 4" pipe or 0.60% for 6" pipe. Mate to existing pipe with approved coupling.

RESTORATION OF DISTURBED FACILITIES

A. SCOPE OF WORK

(1) This work shall consist of the restoration of various types of pavements, driveways, curb and gutters, sidewalks, fences and incidental work relating thereto where these facilities are encountered within the allowable construction limits as designated in the Drawings and defined in these specifications.

(2) The Contractor shall furnish all labor, materials, tools and equipment necessary to perform the required work and to complete the work as designated in the accompanying plans and as specified herein.

(3) Also included is the establishment of a live and growing stand of grass plants and solid sod and placement of rip-rap suitable to stabilize and prevent erosion of all ground areas disturbed in constructing the project.

(4) Specified elsewhere:

(a) Removal of disturbed facility

B. MATERIALS

(1) Asphalt Base Course shall conform to Section 301.02, MDOT Standard Specifications, 1990 Edition. The job mix formula shall meet gradation requirements of Table B, BB-1, Subsection 703.11, MDOT Standard Specifications, 1990 Edition.

(2) Hot Bituminous Pavement shall conform with applicable subsections of the MDOT Standard Specifications, 1990 Edition, as follows:

(a) Coarse Aggregate - Conform with 703.09.1, except that aggregate may consist of any combination of crushed limestone or crushed gravel, provided that asphalt of suitable characteristics is produced.

(b) Fine Aggregate - Conform with 703.09.2.

(c) Mineral Filler - Conform with 703.16.

(d) Composite Aggregate - Conform with 703.11, TABLE B, Mix Number SC-1 or SC-2. Tables A, C, and D may be disregarded. Reclaimed materials will be acceptable.

(e) Asphalt Cement - Conform with 702.05, Grade AC-30.

(f) Tack - Conform with 702.05, Grade AC-30, or emulsified asphalt conforming with 702.07, Grade SS-1 or SS-1h.

(g) Marshall Stability shall be not less than 1,700 pounds.

(h) Mixture shall be designed for good workability, wearability, stability, and surface friction, as well as economy in materials cost. All job samples tested shall be within the master gradation range specified, and the Marshall Stability shall be not less than the specified value. Field density and voids ratios will not normally be tested, as long as the asphalt mixture has the desired characteristics.

(3) Tack Coat shall be Emulsified asphalt grade EA-4 or cutback asphalt grade RC-30, conforming to Section 702, MDOT Standard Specifications.

(4) Crushed limestone for use as road base or driveway restoration shall consist of a blend of various sizes of 100% crushed limestone or granite, containing not more than 20% thin or elongated pieces. Percentage of wear, Los Angeles Test, shall not be more than 50%. When subjected to five (5) cycles of the soundness test, by use of magnesium sulfate, the weighted percentage of loss shall not be more than 15. The blend shall be well-graded, to permit an easy compaction into a stable mass, and shall conform in every case to the following master range:

Square-Mesh Sieve	% Passing (by Dry Wt.)
1 1/2"	100
1"	90 - 100
3/4"	70 - 95
3/8"	50 - 80
#4	35 - 65
#10	25 - 50
#40	10 - 26
#200	4 - 12

(5) Concrete shall conform to the requirements for Class B concrete, MDOT Standard Specifications. Minimum compressive strength 3,000 p.s.i.

(6) Reinforcing steel shall be grade 40 or grade 60 deformed billet steel conforming to ASTM A-615.

(7) Wire Mesh Reinforcement shall conform to ASTM A185.

(8) Curing Materials shall conform to the requirements set out in the Standard Specifications for Liquid Membrane Forming Compounds for Curing Concrete, AASHO Designation: M-148, Type 2 (White Pigmented).

(9) Expansion joint material shall conform to Standard Specifications for Preformed Expansion Joint Fillers for Concrete (non-extruding and resilient types), AASHO Designation M-213.

(10) Fencing Materials - salvage and re-use existing materials and/or provide new materials to match the original.

(11) Culvert Pipe shall conform to ASTM C-76, Class III, standard strength reinforced concrete culvert pipe. Pipe joints shall utilize rubber gaskets to form an essentially watertight joint. Wrap all pipe joints with approved geotextile filter fabric.

(12) Sod - cut and re-install existing sod, or replace with commercially grown sod of a type similar in appearance to the existing grass being replaced.

(13) Rip Rap shall be crushed limestone or other hard rock, or alternatively clean broken concrete, ranging in size from 4 inches to 12 inches, well graded so that pieces fit and lock together in a uniform blanket approximately 12 inches thick.

(14) Filter fabric for use under rip-rap shall be polymeric fabric formed from a plastic yard of long-chain synthetic polymer, inert from commonly encountered chemicals. It shall contain stabilizers and/or inhibitors to resist deterioration due to ultraviolet and heat exposure. Minimum tensile strength in any direction shall be 200 pounds, tested per ASTM D-1682.

C. CONSTRUCTION REQUIREMENTS

(1) Restoration - Asphalt Pavement

(a) Whenever the pipeline trench is partially or wholly under pavement, the trench backfill shall be carefully placed and compacted in layers not exceeding 12 inches in thickness to result in compaction of not less than 95 percent Modified Proctor Density throughout the trench backfill. Backfill within the area to be paved shall be brought to 8 inches below the final finish grade, and then graded to a uniform surface. Installation of crushed limestone base shall then follow immediately.

(b) Crushed limestone mixture shall be placed upon the prepared sub-base and shall then be compacted and graded to form a usable temporary road surface. This surface shall be maintained for a minimum of 21 days by grading, watering, adding additional crushed limestone mixture, and

additional compaction as necessary to maintain local traffic until the asphalt surface course is installed. If necessary to avoid stratification of the base course, the additional crushed limestone mixture shall be blended into the in-place material by scarifying or other approved means.

(c) Just prior to installation of the surface course, grade the limestone base to a uniform crown section and at a grade substantially conforming with the original street surface and flush with adjoining remaining pavements, and then compact base to 95% Modified Proctor Density. In cases where adjacent asphalt will not be overlaid, recess the granular base to 2 inches below adjacent asphalt to permit installation of new asphalt flush with adjacent asphalt.

(d) Tack coat is required under all asphalt courses. Apply heavy tack at joints with adjacent existing asphalt and at transitions where asphalt overlay is feathered.

(e) Installation of asphalt surface course shall conform to Section 403.04 and 403.05 MDOT Standard Specifications. Form transitions to adjacent existing surfaces in a neat and professional manner.

(f) Any subsidence of the asphalt surface which exceeds three-quarters of one inch and which occurs within the one-year warranty period must be corrected by the installation of additional asphalt at no additional compensation to Contractor.

(2) Restoration - Concrete Roadway, Curb and Gutter, Driveways and Sidewalks

(a) Existing concrete is to be carefully removed by Contractor, avoiding damage to adjacent facilities which are to remain. All debris must be removed from the project area immediately, at Contractor's sole expense.

(b) Where existing construction joints are not located to permit economical removal and replacement of concrete to the existing joint, the Engineer may direct the Contractor to make a sawn joint. The purpose of this is to form a neat and straight joint.

(c) Existing culvert pipe and drainage structures shall be carefully preserved in their positions. If necessary and prudent, select sandy backfill shall be used to stabilize these in position to avoid displacement. Any culvert pipe joint exposed by excavation shall be wrapped with an approved filter fabric, to prevent migration of soil into the pipe.

(d) As soon as construction backfill has been brought up to grade, shaped and compacted to 95% Modified Proctor Density, concrete can be replaced.

(e) The concrete used in construction shall be proportioned, mixed and placed in accordance with the provisions and requirements in the MDOT Standard Specifications, 1990 Edition, Section 804.05. Minimum 28-day compressive strength shall be 3000 p.s.i.

(f) Forms shall be of wood or metal, straight, free from warp, of sufficient strength to resist the pressure of the concrete without springing, and shall be cleaned thoroughly and oiled before concrete is placed against them. Bracing and staking of forms shall be such that the forms remain in both horizontal and vertical alignment until their removal.

(g) Reinforcement shall be placed in exact positions shown on the plans and firmly held during the placing and setting of concrete. Reinforcement for sidewalks and driveways shall consist of 6 x 6 #10 welded wire fabric. Metal devices in contact with exterior surface of the structure shall be galvanized. The use of gravel, pieces of broken stone or brick, metal pipe and wooden blocks as spacers will not be permitted.

(h) The concrete shall be deposited in a single layer on a moist grade to such depth that after finishing it shall be to the full thickness required. The edges and sides shall be to the full thickness required, as detailed in the Drawings. The edges and sides shall be thoroughly spaded, and the surface tamped sufficiently to consolidate the concrete and bring mortar, for finishing, to the surface.

(i) Finishing:

1. Street Surface - "Drag Finish", a uniform surface of gritty texture produced by dragging a seamless strip of damp burlap or cotton fabric longitudinal along the surface.

2. Curb and Gutter - smooth and even with wood float, irregularities of surface of more than 1/8 inch in 10 feet shall not be permitted.

3. Sidewalks and Driveways - Class 6 floated surface finish in accordance with Subsection 804.30, MDOT Standard Specifications.

4. After the final finish but before the concrete has taken its initial set, all edges shall be worked with an approved tool.

(j) Edges shall be carefully finished and rounded with an edging tool having a radius of one-half (1/2) inch.

(k) The surface of sidewalks and driveways shall be divided into blocks with a grooving tool. Spacing of blocks shall conform to the original concrete. Edge grooves with edging tool as necessary to provide uniform edges.

(l) Remove edge marks with a wetted brush so as to give the surface a uniform granular texture which will not be slick when wet.

(m) For curb and gutters, provide contraction joints spaced every 10 feet maximum unless otherwise indicated. Cut contraction joints 3/4-inch deep with a jointing tool after the surface has been finished. Provide expansion joints 1/2-inch thick and spaced every 100 feet maximum unless otherwise indicated.

(n) Construction joints shall be placed as detailed in Drawings. Expansion joints consisting of premolded expansion joint material, one-half (1/2) inch thick, full depth, shall align with existing expansion joints (approximately 40 feet O.C.) and along sawn joints. Contraction joints shall be spaced at not more than 15 feet.

(o) Cure with white pigmented liquid membrane, conforming to ASTM C-309 spray uniformly at a rate of one gallon to not more than 150 square feet by mechanical sprayer immediately after finishing operation is completed.

(p) Testing:

1. Contractor shall submit a proposed mix for review and approval prior to use on the job. Laboratory cylinders shall be made in accordance with ASTM C-192 and compression tests in accordance with ASTM C-39 using representative materials.

2. Cast cylinder on job in accordance with ASTM C-31. Make laboratory compression tests in accordance with ASTM C-39. Make cylinders as directed by Engineer; cure 1/2 in laboratory and 1/2 in field. Test one laboratory cured and one filed cured cylinder from each location at 7 days and the others at 28 days. Determine compliance with Specifications from results of field cured cylinders. Contractor shall arrange for and pay for these test cylinders.

(3) Restoration - Crushed Limestone or Gravel Driveways

(a) Place crushed limestone or washed gravel within areas where original limestone or gravel drive surfaces were disturbed (match original material), six (6) inches loose thickness, spread, shape to drain.

(4) Restoration - Fences

(a) At locations requiring an existing fence be removed during construction, the Contractor shall carefully remove that portion of the fence and lay aside until installation of the pipeline is completed. Contractor shall then replace the existing fence in as good or better condition than before construction. If salvage of existing fence is unsatisfactory or impractical, contractor shall

furnish new materials, matching the original materials in character and original quality.

(b) Finished fences shall be sturdy, straight, and plumb. All fence posts shall be set with concrete.

(5) Restoration - Culverts and Drainage Inlets

(a) Contractor is expected to protect and preserve existing drainage facilities to the maximum extent possible. Where damage is unavoidable, existing deteriorated pipe and structures are to be removed and disposed of and replaced with new materials as specified and detailed in Drawings. Existing pipe may be salvaged and re-installed if in undamaged condition. Existing drainage grates are to be salvaged and reused.Vegetative Cover

(b) The Engineer will field designate those areas to receive vegetative cover (grassing). Generally, existing disturbed areas of turf will be designated to receive vegetative cover.

(c) All earth surfaces which are to receive vegetative cover shall receive ground preparation to a depth of not less than four (4) inches. Thoroughly pulverize the area before the application of vegetative control items. If the soil is not moist it shall be watered until it is in a workable condition.

(d) At least 48 hours before the sowing of any seed distribute commercial 13-13-13 fertilizer at the rate of one ton per acre and disc into the top four inches of prepared soil.

(e) Seed mixture and application rate shall be as follows:

Bermuda (Hulled)	25 lb/acre
Carpet Grass	25 lb/acre

Sow seed at uniform rate. Cover lightly by raking, rolling or other approved methods.

(f) Within 24 hours following the seeding, baled straw mulch shall be uniformly distributed over the entire seeded area at the rate of two tons of vegetative mulch material per acre and mulch will be crimped.

(g) The Contractor shall maintain the planted areas until the work has been completed and accepted. Maintenance shall consist of preserving, protecting, replacing, and such other work as may be necessary to keep the planted areas in a satisfactory condition.

(6) Solid Sod

(a) The Engineer will field designate those areas to receive solid sod. Generally, only existing areas of highly developed lawn turf will be designated to receive sod.

(b) All earth surfaces which are to receive solid sod shall receive ground preparation to a depth of not less than four (4) inches. Thoroughly pulverize the area before the application of vegetative control items. If the soil is not moist it shall be watered until it is in a workable condition.

(c) At least 48 hours before the placing of sod distribute commercial 13-13-13 fertilizer at the rate of one ton per acre and disc into the top four inches of prepared soil.

(d) Place a continuous mat of live sod upon all areas disturbed by construction. Contractor has option of cutting existing grass now on the site and preserving it for re-installation, or he may destroy the existing grass and provide new sod which satisfactorily matches the original turf.

(e) The Contractor shall maintain the sodded areas until the work has been completed and accepted. Maintenance shall consist of preserving, protecting, replacing, and such other work as may be necessary to keep the sodded areas in a satisfactory condition.

(7) Rip-Rap

(a) The rip-rap shall be placed in those areas shown on the plans or as designated by the Engineer.

(b) The earth surface shall be carefully prepared by excavating to 12 inches below final finish grade, removing debris which may damage filter fabric, and smoothing the subgrade.

(c) Filter fabric shall be installed in accordance with manufacturer's recommendations, using 12 inch minimum toe-in at the top edge of the fabric and a toe-wrap at the bottom edge.

(d) Hand place rip-rap upon the filter fabric, orienting the individual pieces to achieve an inter-locking effect. The nominal thickness of the stone blanket shall be not less than 12 inches.

PIPE FOUNDATION MATERIAL
SELECT SANDY BACKFILL
GEOTEXTILE FABRIC

A. SCOPE OF WORK

(1) This work shall consist of all labor, materials and equipment to construct a compacted gravel or crushed limestone bedding in locations where the native bedding material is unsuitable to properly support the pipe, and where the Engineer authorizes its use under this item.

(2) This work shall also consist of the removal of unsuitable material and placing of approved material for backfill in locations where the Engineer determines that the trench excavation does not provide a natural select backfill material of suitable quality or quantity for backfill purposes.

(3) Also included is the furnishing of geotextile fabric for road base, where authorized by the Engineer.

B. MATERIALS

(1) Pipe Foundation Material - Contractor may elect to furnish any of the following material mixtures:

(a) Well-graded crushed limestone consisting of a blend of various sizes of 100% crushed limestone or granite, containing not more than 20% thin or elongated pieces. Percentage of wear, Los Angeles Test, shall not be more than 50%. When subjected to five (5) cycles of the soundness test, by use of magnesium sulfate, the weighted percentage of loss shall not be more than 15. The blend shall be well-graded, to permit an easy compaction into a stable mass, and shall conform in every case to the following master range:

Square-Mesh Sieve	% Passing (by Dry Wt.)
1 1/2"	100
1"	90 - 100
3/4"	70 - 95
3/8"	50 - 80
#4	35 - 65
#10	25 - 50
#40	10 - 26

#200 4 - 12

(b) A mixture of approximately 50 percent washed gravel ranging up to 3/4 inches particle size and 50 percent clean well-graded sand, mixed to yield a homogeneous cohesionless material compactable into an essentially voidless mass. Naturally occurring sandy gravel mixtures which have these characteristics will also be acceptable.

(2) Select Sandy Backfill - (use only where designated in Drawings or authorized by Engineer) shall be a well graded sandy cohesionless material, no more than 20 percent (by weight) of which shall pass the No. 200 sieve. Material shall be free of pieces of broken asphalt, concrete, and the like.

(3) Geotextile fabric shall be a non-woven 100 percent polypropylene sheet having the following characteristics:

Weight	>	4	oz/sq. yd.	per ASTM D1910
Thickness	>	15	mils	per ASTM D1777
Grab Tensile	>	150	lbs.	per ASTM D1682
Trapezoidal Tear	>	77	lbs.	per ASTM D1682
Mullen Burst	>	200	psi	per ASTM D774
Puncture Strength	>	43	lbs.	per CW02215

C. CONSTRUCTION REQUIREMENTS

(1) Place bedding material on a flat trench bottom to the dimensions shown on the Drawings.

(2) Unsuitable backfill material will be removed and disposed of by the Contractor and select backfill material will be incorporated into work in accordance with the construction requirements, and to the dimensions shown on the Drawings, but only as authorized by Engineer.

(3) Place geotextile fabric in full accordance with manufacturer's recommendations, carefully avoiding damage to fabric. Subbase shall be leveled and compacted to the maximum practicable extent prior to placement of geotextile fabric. Fabric shall be spread across the entire width of the open trench, and extending up the side wall of the trench. Lap all joints a minimum of 18 inches.

(4) The Engineer will be the sole judge regarding the use of pipe foundation material and select sandy backfill. It is intended that these materials be used only to the minimum possible extent, and only in those circumstances where, in the Engineer's professional judgment, such use is essential to protect the pipe and/or to satisfactorily repair the road surface. The Engineer's decision shall be final, and his refusal to authorize the use of these materials shall in no way relieve Contractor from meeting the specification requirements.

STORMWATER POLLUTION PREVENTION PLAN

NARRATIVE

FOR

GULF GROVE SUBDIVISION

HARRISON COUNTY, MISSISSIPPI

OWNER:
C&G HOLDINGS, LLC
14397 CREOSOTE ROAD
GULFPORT, MS 39503

ENGINEER:
DANIEL R. BOUDREAUX JR., P.E., INC.
17381 S. CARR BRIDGE ROAD
BILOXI, MS 39532

JUNE 16, 2022

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NARRATIVE OF PROJECT

This project will be a detached single family residential subdivision located on 14.9 acres of property. It is located in Section 31, Township 7 South, Range 10 West, Harrison County, in the city of Gulfport. Generally, the project is located on the west side of Cowan Road (Hwy 605) and 0.6 miles north of Beach Blvd. (Hwy 90).

Best management practices will be used throughout construction to prevent sediment from leaving the site. The road design will incorporate curb and gutter with underground storm drains. Construction storm water will be treated by an existing large detention pond.

Sanitary sewer and potable water services and treatment will be provided by the the city of Gulfport. All utilities will be installed in accordance with all governing state and local regulatory agencies.

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EROSION AND SEDIMENT CONTROLS

Some of the runoff from the disturbed areas of the site flows through an unnamed natural drainage way to the northeast that leads northeast to Little Biloxi River and some flows to the south through unnamed natural streams to Flat Branch. Best management practices and devices will be used to prevent sediment from leaving the site as follows:

Disturb the smallest possible area.

Preserve as many of the existing trees as possible.

Avoid if possible, disturbing sensitive areas such as:

- Steep and/or unstable slopes
- Land upslope of surface waters
- Areas with soils susceptible to erosion
- Existing drainage channels

Divert upslope water around disturbed areas.

Limit exposure of disturbed areas to the shortest time possible.

Re-vegetate disturbed areas as soon as possible.

Soil stabilization - vegetative stabilization measures must be initiated whenever any clearing, grading, grubbing, excavating or other land disturbing activities have temporarily or permanently ceased on any portion of the site and will not resume for a period of fourteen (14) calendar days or more. The appropriate temporary or permanent vegetative practices shall be initiated immediately. For purposes of this permit "immediately" is interpreted to mean no later than the next work day.

If you are unable to meet the deadlines in the previous paragraph due to circumstances beyond your control, and you are using vegetative cover for temporary or permanent stabilization, you may comply with the following stabilization deadlines instead:

(A) Immediately initiate, and within 14 calendar days, complete the installation of temporary non-vegetative stabilization measures to prevent erosion:

(B) Complete all soil conditioning, seeding, watering or irrigation installation, mulching, and other required activities related to the planting and initial

establishment of vegetation as soon as conditions or circumstances allow it on your site; and,

(C) Document the circumstances that prevent you from meeting the deadlines required and the schedule you will follow for initiating and completing stabilization.

Slow rainfall runoff velocities to prevent erosive flows.

Remove sediment from storm water before it leaves the site by allowing runoff to pond in controlled areas to drop out sediment. Filter runoff by using natural vegetation, brush barriers, silt fences, or hay bales.

Transport runoff down steep slopes through lined channels or tubing.

A Construction Entrance/Exit will be built in the location(s) shown on the attached drawings. Install in accordance with the Best Management Practice Standards.

Silt Fencing will be installed along the wetland areas in the locations shown on the attached drawing. Install in accordance with the Best Management Practice Standards.

The entire area will be roughened, seeded, and mulched in accordance with the Best Management Practice Standards.

Although sediment basins are required only for those drainage points serving 10 acres or greater in size, they will be incorporated into detention ponds during construction by the use of skimmers.

INSPECTION REQUIREMENTS: Inspection of all receiving streams (if feasible), outfalls, erosion and sediment controls and other SWPPP requirements shall be performed during permit coverage using a copy of the form provided in the Large Construction Forms Package, and inspections shall be performed by qualified personnel:

(1) At least weekly for a minimum of four inspections per month; and

(2) After rainfall events that produce a discharge.

Before conducting the site inspection, the inspector should review Chapter 4, Inspector's Checklist and Troubleshooting Chart found in MDEQ's Field Manual for Erosion and Sediment Control on Construction Sites in Mississippi. MDEQ strongly recommends that coverage recipients perform a "walk through" inspection of the construction site before anticipated storm events to ensure controls are in place and will function properly.

The owner or Contractor who has daily control of on-site work shall provide a copy of this SWPPP and training to those employees and subcontractors involved in any activity that may be covered by this plan.

CONSTRUCTION SEQUENCE

1 Build Construction Entrance/Exits.

2 Install Silt Fencing.

3 Install Skimmers in Detention Pond.

4 Excavate Roads and Perform Grading.

5 Install Storm Drain System.

6 Vegetate entire site.

HOUSEKEEPING PRACTICES

All equipment maintenance and repairs will be performed off-site.

Concrete truck wash out will be performed in an excavated pit to prevent sediment form traveling into ditches and wetlands. This pit will be constructed in an upland area and all surface water will be diverted such that no runoff will flow through this area.

Portable toilet facilities will be provided for all workers during construction.

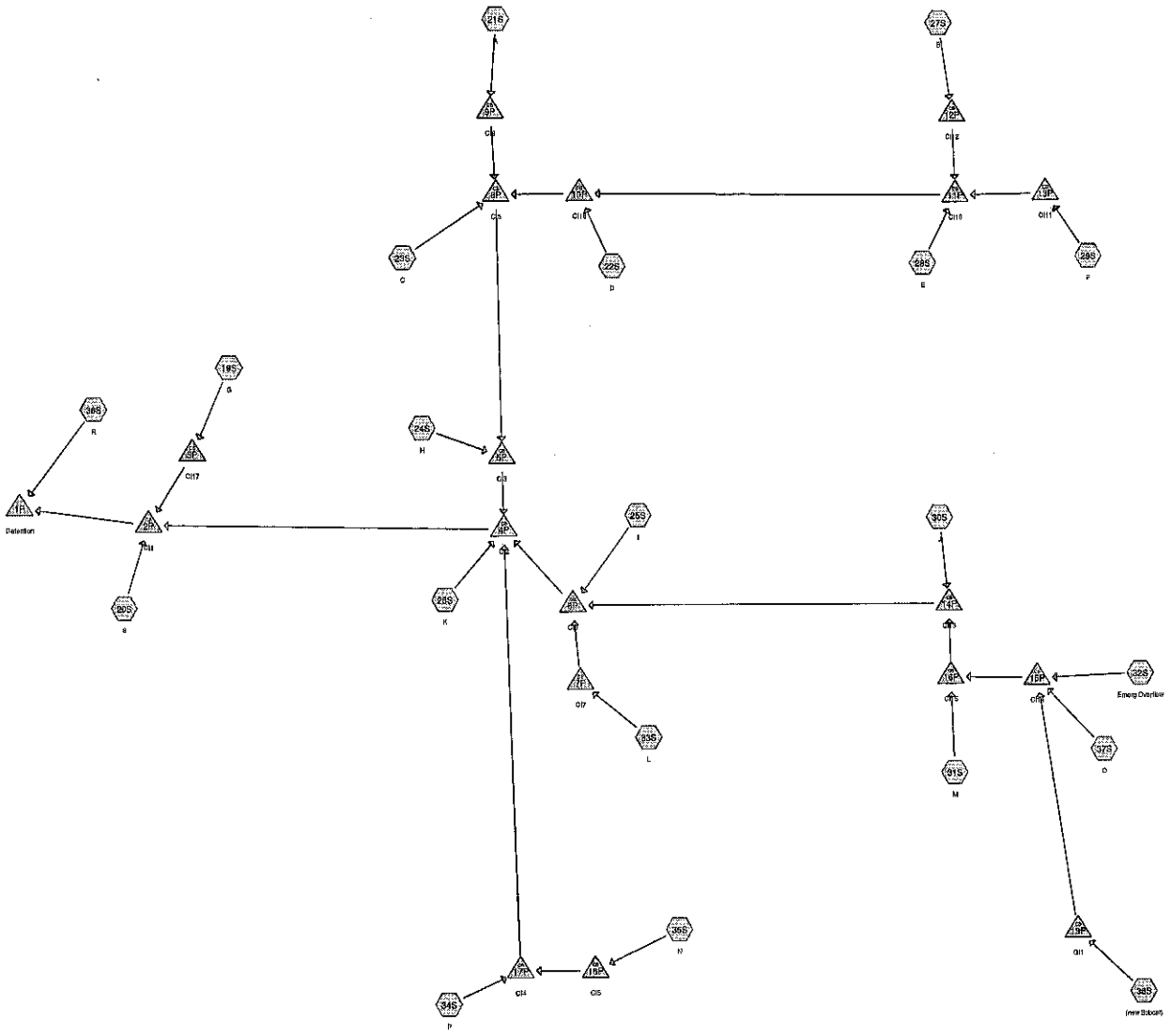
Trash and debris will be collected and properly disposed of on a daily basis.

Maintain well-organized work areas.

Petroleum products, solvents, or other potentially toxic materials will be stored according to manufacturers recommendations.

MAINTENANCE PLAN

Check all erosion and sediment controls after each significant rainfall but not less than once per week. Make needed repairs within 24 hours. Remove sediment from silt fences when accumulation is 1/2 the fence height. Remove sediment from basins when sediment is 1/3 to 1/2 the basin or pond volume. Replace non-functional silt fencing. Maintain all vegetated areas to provide proper ground cover. Re-seed, fertilize, and mulch as needed.



Subcat Reach Pond Link

Routing Diagram for Cowan Zero Lot
Prepared by HydroCAD DRB, Printed 6/28/2022
HydroCAD® 10.10-7a s/n M23338 © 2021 HydroCAD Software Solutions LLC

Rainfall Events Listing (selected events)

Event#	Event Name	Storm Type	Curve	Mode	Duration (hours)	B/B	Depth (inches)	AMC
1	25-yr	Long Beach 24-hr S1	25-yr	Default	24.00	1	10.90	2

Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
12.069	77	1/8 acre lots, 65% imp, HSG A (19S, 20S, 21S, 22S, 24S, 25S, 26S, 27S, 28S, 29S, 30S, 31S, 33S, 34S, 35S, 36S, 37S)
0.250	58	Woods/grass comb., Good, HSG B (38S)
12.319	**77**	**TOTAL AREA**

Pipe Listing (all nodes)

Line#	Node Number	In-Invert (feet)	Out-Invert (feet)	Length (feet)	Slope (ft/ft)	n	Width (inches)	Diam/Height (inches)	Inside-Fill (inches)
1	2P	19.15	19.00	119.0	0.0013	0.013	58.5	36.0	0.0
2	3P	21.00	19.15	29.0	0.0638	0.012	0.0	15.0	0.0
3	4P	19.45	19.15	235.0	0.0013	0.012	58.5	36.0	0.0
4	5P	19.55	19.45	21.0	0.0048	0.012	0.0	30.0	0.0
5	6P	19.63	19.45	36.0	0.0050	0.012	0.0	24.0	0.0
6	7P	20.50	19.63	34.0	0.0256	0.012	0.0	15.0	0.0
7	8P	19.88	19.55	178.0	0.0019	0.012	0.0	30.0	0.0
8	9P	19.98	19.88	27.0	0.0037	0.012	0.0	15.0	0.0
9	10P	19.94	19.88	34.0	0.0018	0.012	0.0	24.0	0.0
10	11P	20.57	19.94	344.0	0.0018	0.012	0.0	24.0	0.0
11	12P	20.67	20.57	28.0	0.0036	0.012	0.0	15.0	0.0
12	13P	20.67	20.57	34.0	0.0029	0.012	0.0	15.0	0.0
13	14P	20.24	19.63	330.0	0.0018	0.012	0.0	24.0	0.0
14	15P	20.44	20.34	40.0	0.0025	0.012	0.0	18.0	0.0
15	16P	20.34	20.24	23.0	0.0043	0.012	0.0	18.0	0.0
16	17P	19.99	19.45	271.0	0.0020	0.012	0.0	30.0	0.0
17	18P	21.00	19.99	29.0	0.0348	0.012	0.0	15.0	0.0
18	19P	20.90	20.44	213.0	0.0022	0.012	0.0	15.0	0.0

Summary for Subcatchment 19S: G

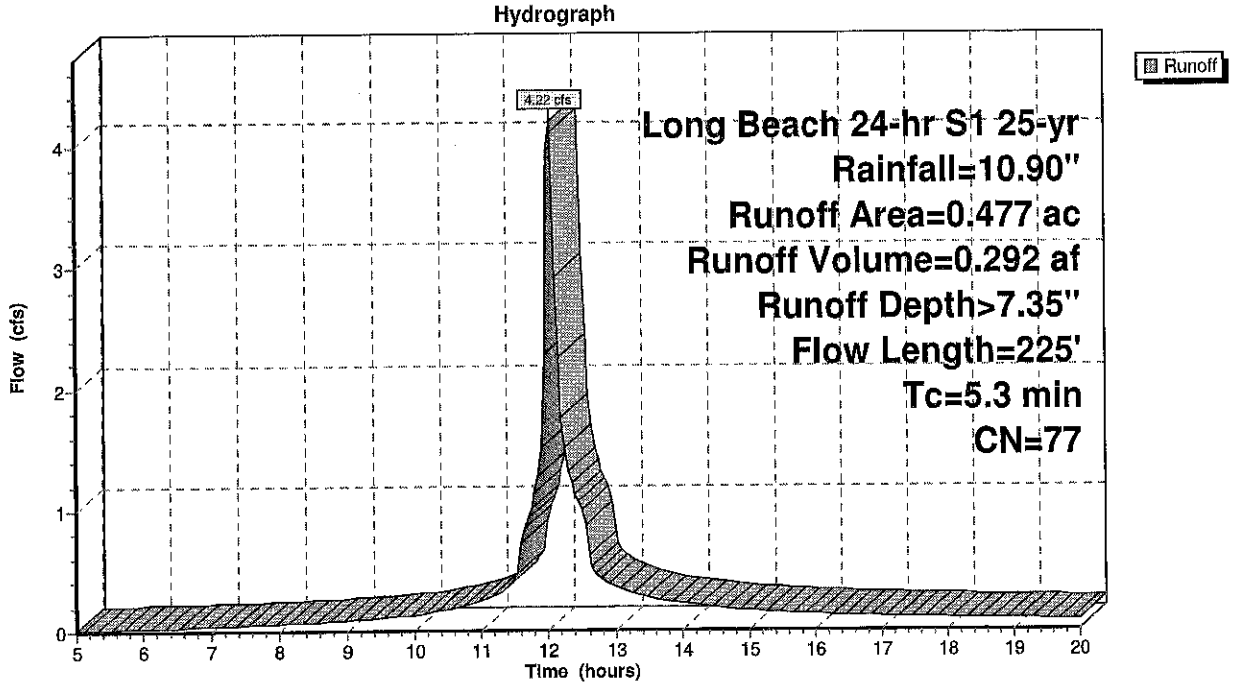
Runoff = 4.22 cfs @ 12.03 hrs, Volume= 0.292 af, Depth> 7.35"
Routed to Pond 3P : CI17

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 25-yr Rainfall=10.90"

Area (ac)	CN	Description
0.477	77	1/8 acre lots, 65% imp, HSG A
0.167		35.00% Pervious Area
0.310		65.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.5	113	0.0040	1.28		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
3.8	112	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
5.3	225	Total			

Subcatchment 19S: G



Summary for Subcatchment 20S: S

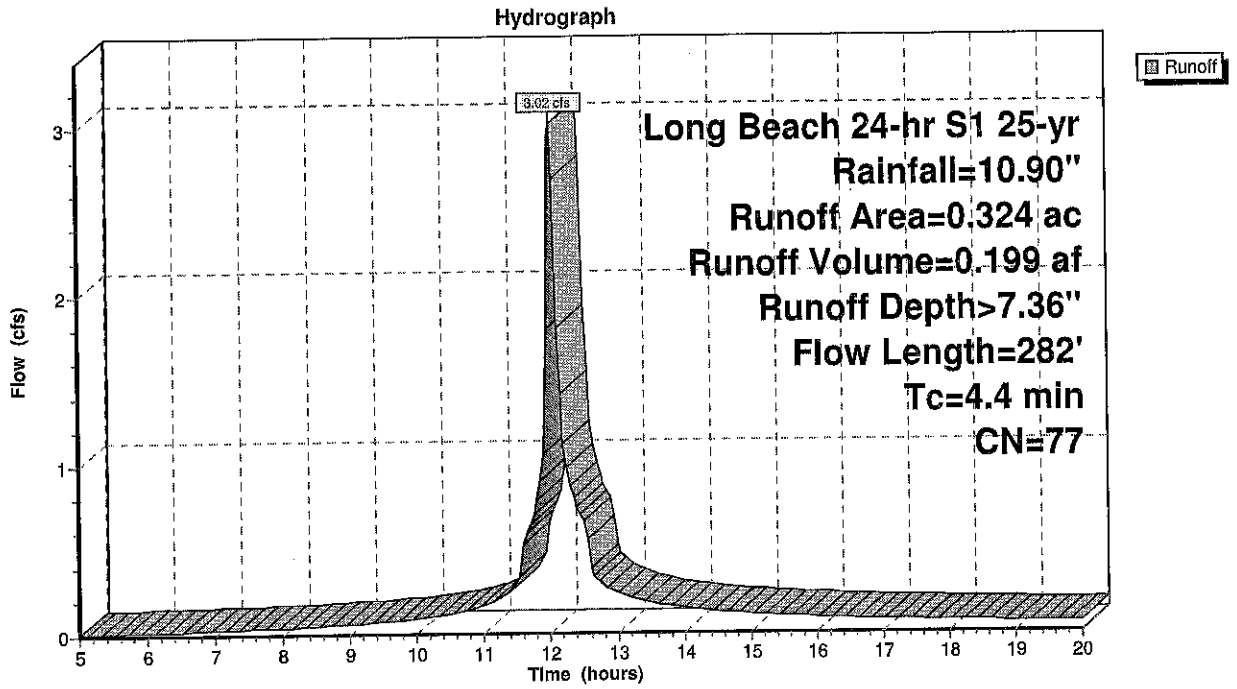
Runoff = 3.02 cfs @ 12.02 hrs, Volume= 0.199 af, Depth> 7.36"
Routed to Pond 2P : CI1

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 25-yr Rainfall=10.90"

Area (ac)	CN	Description
0.324	77	1/8 acre lots, 65% imp, HSG A
0.113		35.00% Pervious Area
0.211		65.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.3	40	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
3.1	242	0.0040	1.28		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
4.4	282	Total			

Subcatchment 20S: S



Summary for Subcatchment 21S: A

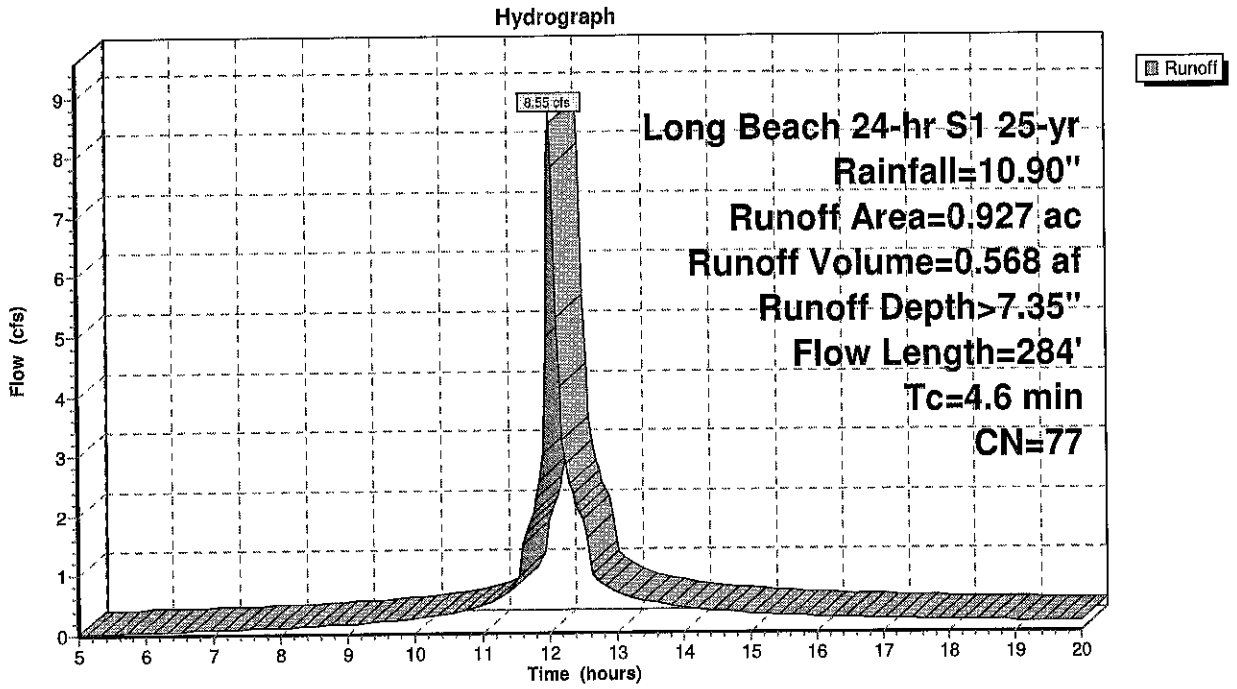
Runoff = 8.55 cfs @ 12.02 hrs, Volume= 0.568 af, Depth> 7.35"
Routed to Pond 9P : CI9

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 25-yr Rainfall=10.90"

Area (ac)	CN	Description
0.927	77	1/8 acre lots, 65% imp, HSG A
0.324		35.00% Pervious Area
0.603		65.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.5	45	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
3.1	239	0.0040	1.28		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
4.6	284	Total			

Subcatchment 21S: A



Summary for Subcatchment 22S: D

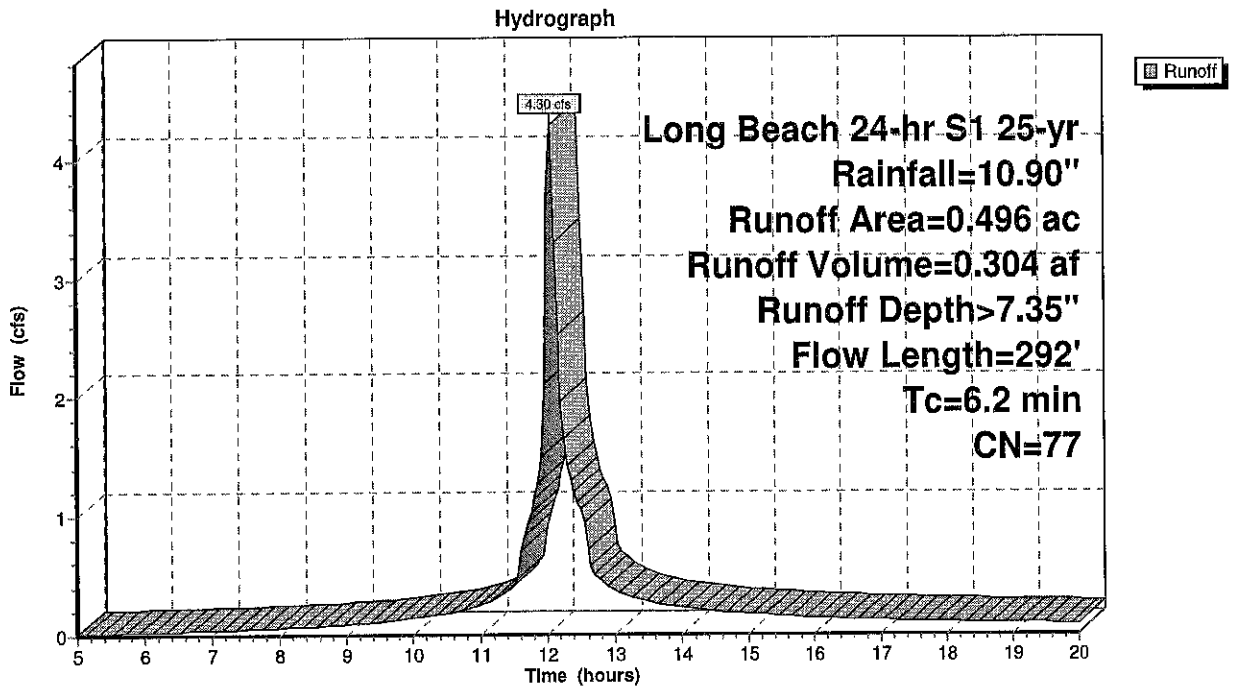
Runoff = 4.30 cfs @ 12.04 hrs, Volume= 0.304 af, Depth> 7.35"
Routed to Pond 10P : Cl16

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 25-yr Rainfall=10.90"

Area (ac)	CN	Description
0.496	77	1/8 acre lots, 65% imp, HSG A
0.174		35.00% Pervious Area
0.322		65.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.9	116	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
2.3	176	0.0040	1.28		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
6.2	292	Total			

Subcatchment 22S: D



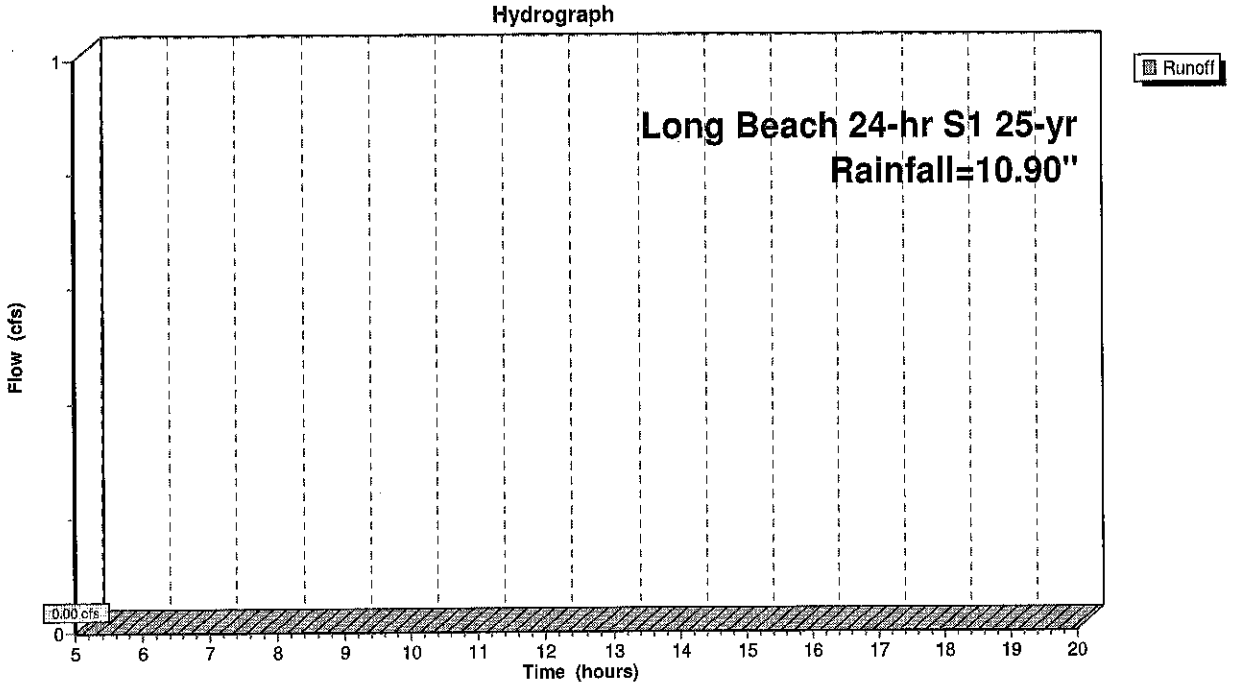
Summary for Subcatchment 23S: C

Runoff = 0.00 cfs @ 5.00 hrs, Volume= 0.000 af, Depth= 0.00"
Routed to Pond 8P : CI8

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 25-yr Rainfall=10.90"

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.1	33	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
1.0	77	0.0040	1.28		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
2.1	110	Total			

Subcatchment 23S: C



Summary for Subcatchment 24S: H

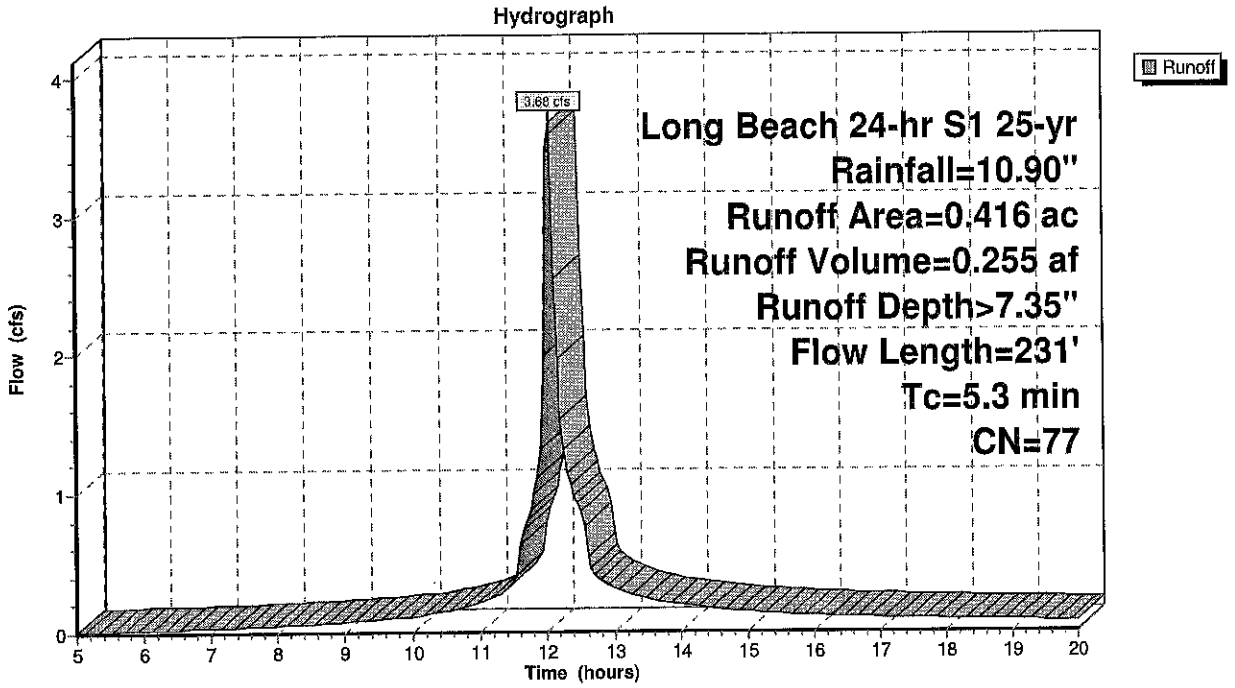
Runoff = 3.68 cfs @ 12.03 hrs, Volume= 0.255 af, Depth> 7.35"
Routed to Pond 5P : CI3

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 25-yr Rainfall=10.90"

Area (ac)	CN	Description
0.416	77	1/8 acre lots, 65% imp, HSG A
0.146		35.00% Pervious Area
0.270		65.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.7	111	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
1.6	120	0.0040	1.28		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
5.3	231	Total			

Subcatchment 24S: H



Summary for Subcatchment 25S: I

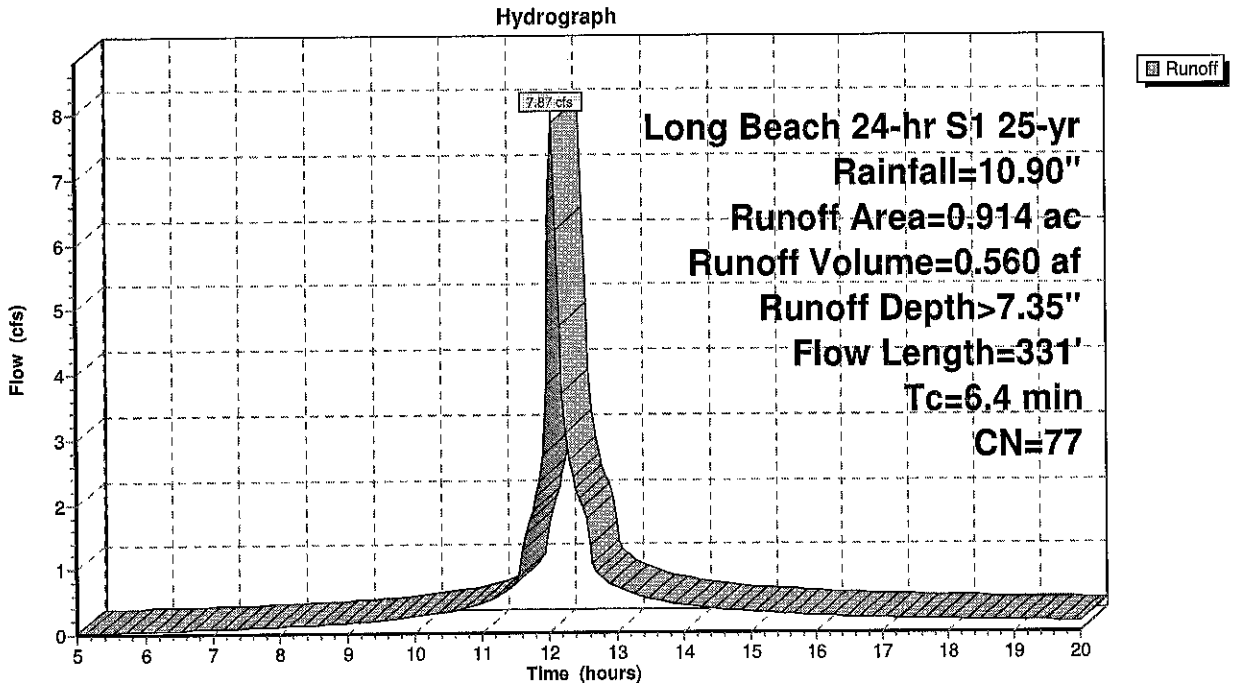
Runoff = 7.87 cfs @ 12.05 hrs, Volume= 0.560 af, Depth> 7.35"
Routed to Pond 6P : CI6

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 25-yr Rainfall=10.90"

Area (ac)	CN	Description
0.914	77	1/8 acre lots, 65% imp, HSG A
0.320		35.00% Pervious Area
0.594		65.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.4	100	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
3.0	231	0.0040	1.28		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
6.4	331	Total			

Subcatchment 25S: I



Summary for Subcatchment 26S: K

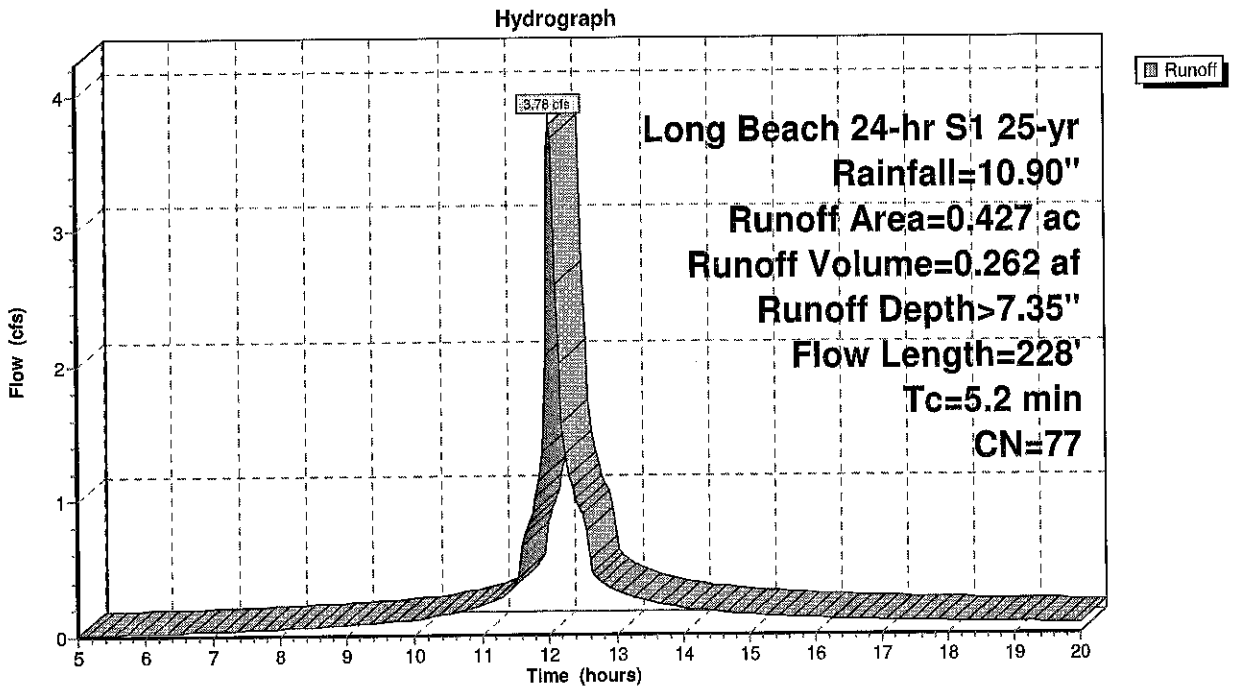
Runoff = 3.78 cfs @ 12.03 hrs, Volume= 0.262 af, Depth> 7.35"
Routed to Pond 4P : CI2

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 25-yr Rainfall=10.90"

Area (ac)	CN	Description
0.427	77	1/8 acre lots, 65% imp, HSG A
0.149		35.00% Pervious Area
0.278		65.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.7	110	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
1.5	118	0.0040	1.28		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
5.2	228	Total			

Subcatchment 26S: K



Summary for Subcatchment 27S: B

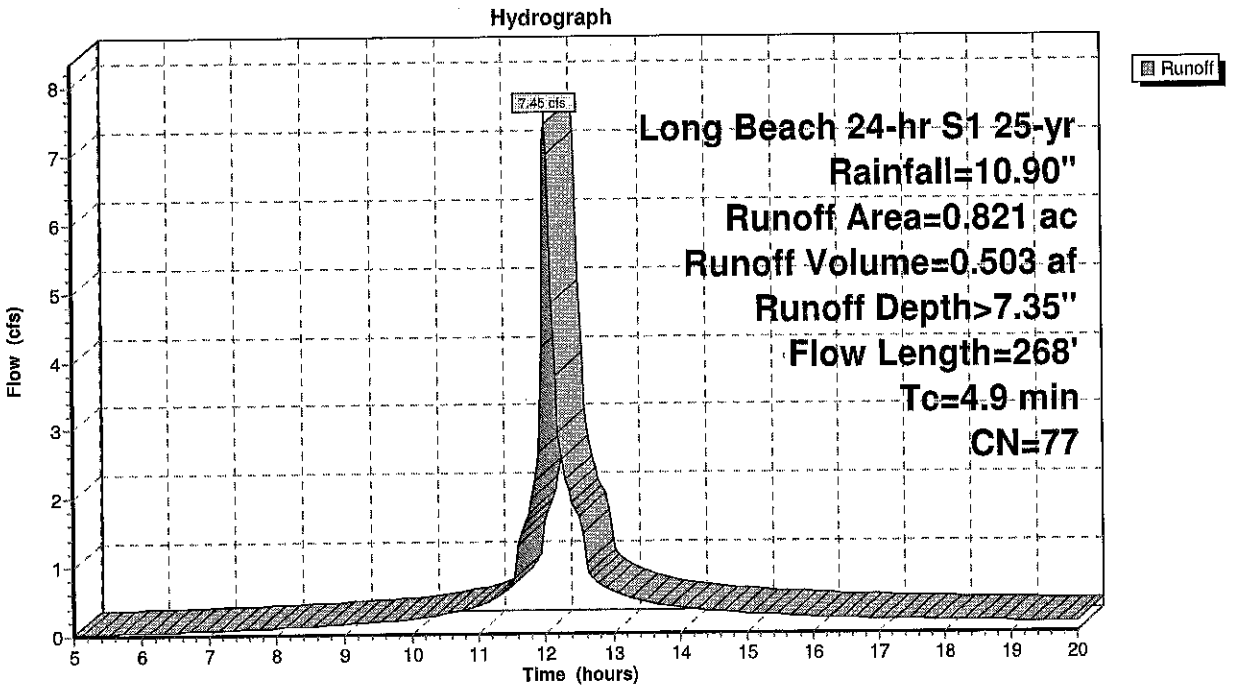
Runoff = 7.45 cfs @ 12.02 hrs, Volume= 0.503 af, Depth> 7.35"
Routed to Pond 12P : CI12

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 25-yr Rainfall=10.90"

Area (ac)	CN	Description
0.821	77	1/8 acre lots, 65% imp, HSG A
0.287		35.00% Pervious Area
0.534		65.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
2.3	68	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
2.6	200	0.0040	1.28		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
4.9	268	Total			

Subcatchment 27S: B



Summary for Subcatchment 28S: E

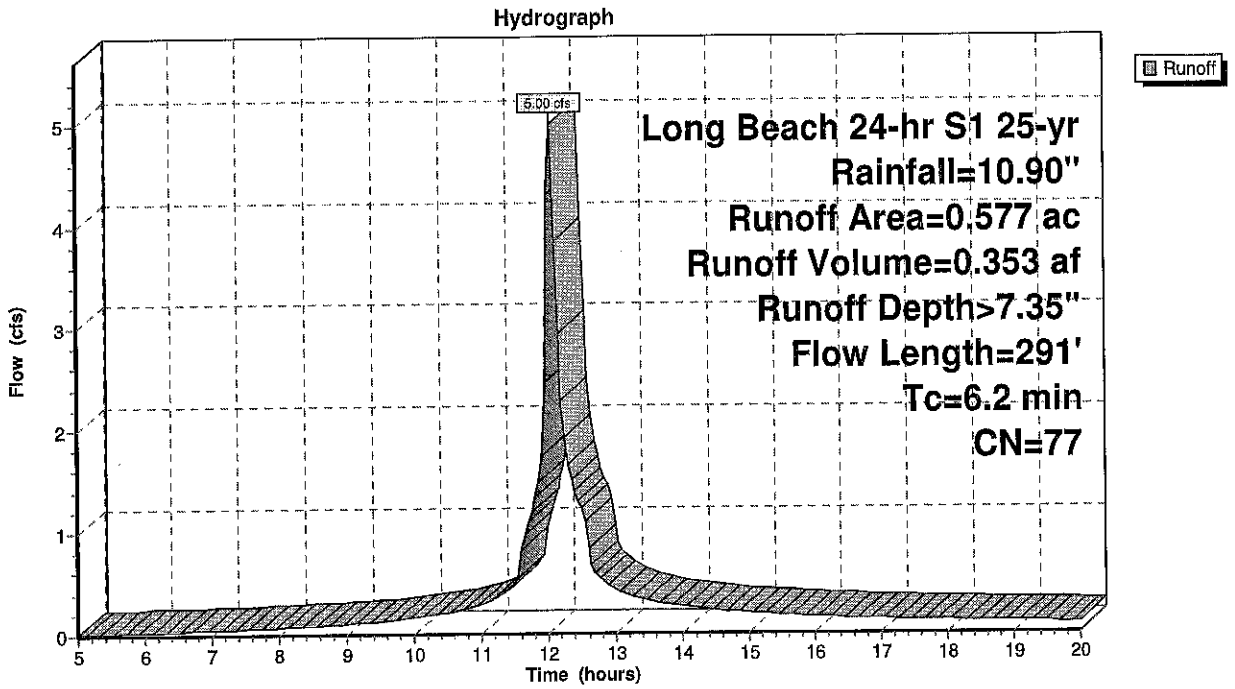
Runoff = 5.00 cfs @ 12.04 hrs, Volume= 0.353 af, Depth> 7.35"
Routed to Pond 11P : CI10

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 25-yr Rainfall=10.90"

Area (ac)	CN	Description
0.577	77	1/8 acre lots, 65% imp, HSG A
0.202		35.00% Pervious Area
0.375		65.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
4.0	118	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
2.2	173	0.0040	1.28		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
6.2	291	Total			

Subcatchment 28S: E



Summary for Subcatchment 29S: F

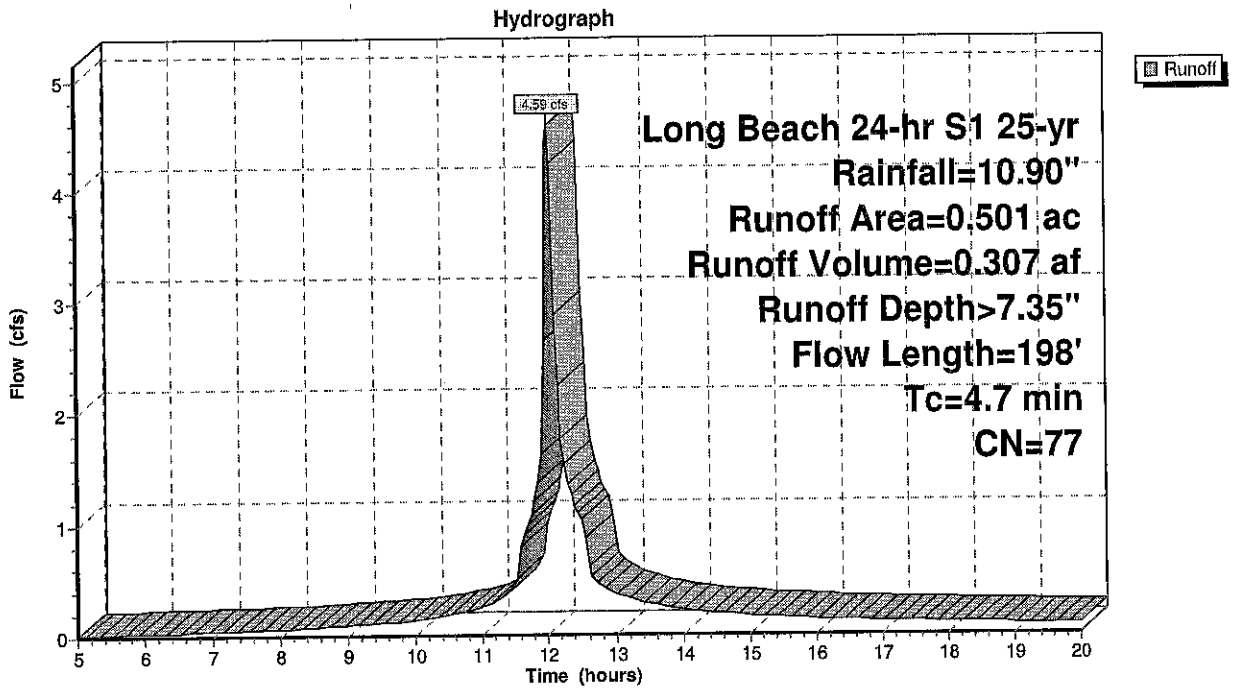
Runoff = 4.59 cfs @ 12.02 hrs, Volume= 0.307 af, Depth> 7.35"
Routed to Pond 13P : CI11

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 25-yr Rainfall=10.90"

Area (ac)	CN	Description
0.501	77	1/8 acre lots, 65% imp, HSG A
0.175		35.00% Pervious Area
0.326		65.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.5	103	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
1.2	95	0.0040	1.28		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
4.7	198	Total			

Subcatchment 29S: F



Summary for Subcatchment 30S: J

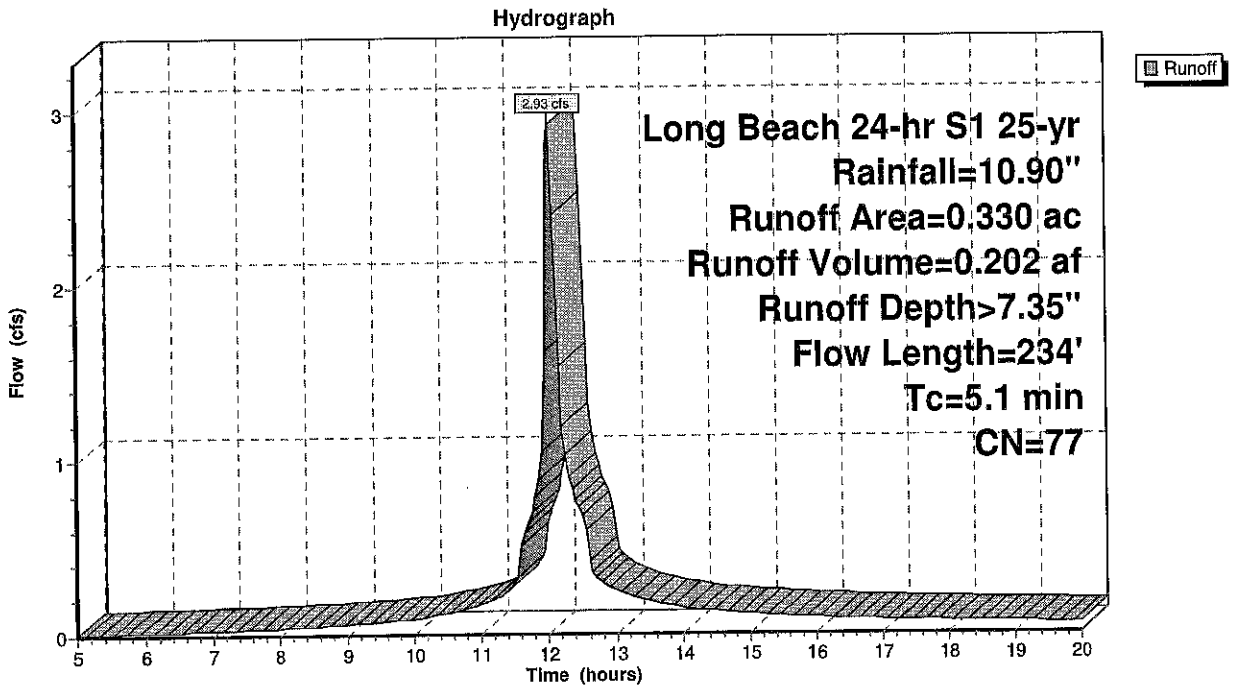
Runoff = 2.93 cfs @ 12.03 hrs, Volume= 0.202 af, Depth> 7.35"
Routed to Pond 14P : Cl13

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 25-yr Rainfall=10.90"

Area (ac)	CN	Description
0.330	77	1/8 acre lots, 65% imp, HSG A
0.116		35.00% Pervious Area
0.214		65.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.3	99	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
1.8	135	0.0040	1.28		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
5.1	234	Total			

Subcatchment 30S: J



Summary for Subcatchment 31S: M

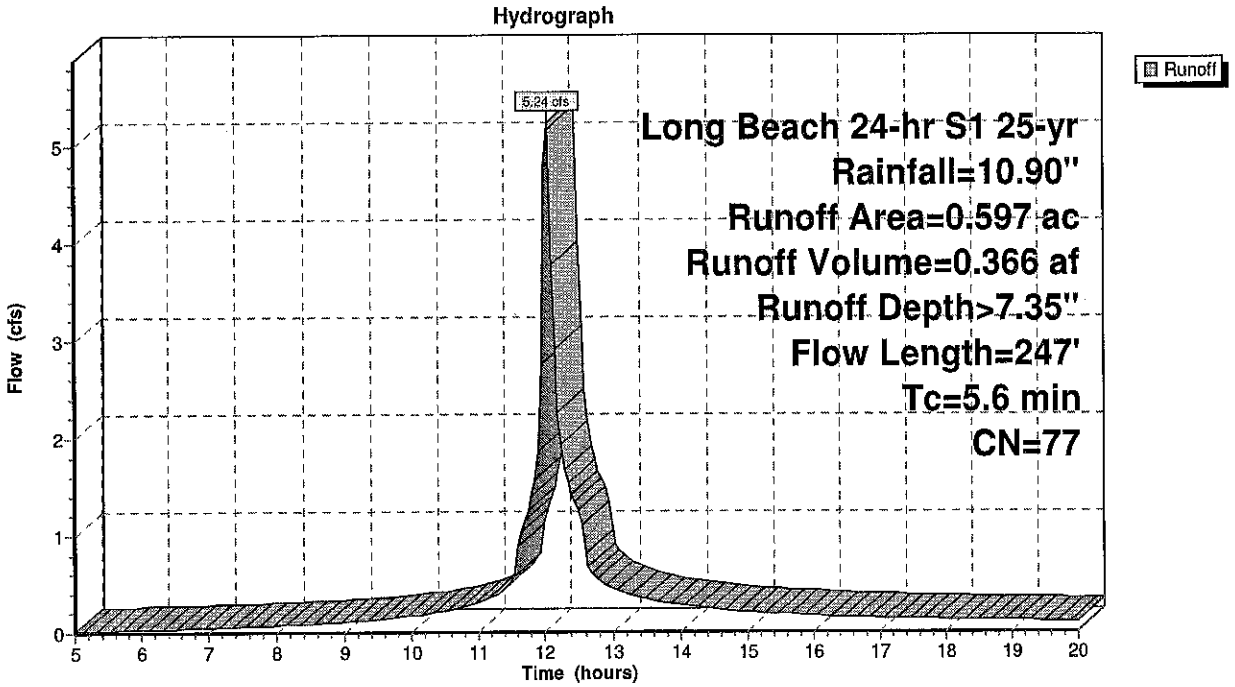
Runoff = 5.24 cfs @ 12.04 hrs, Volume= 0.366 af, Depth> 7.35"
Routed to Pond 16P : CI15

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 25-yr Rainfall=10.90"

Area (ac)	CN	Description
0.597	77	1/8 acre lots, 65% imp, HSG A
0.209		35.00% Pervious Area
0.388		65.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
4.0	120	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
1.6	127	0.0040	1.28		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
5.6	247	Total			

Subcatchment 31S: M

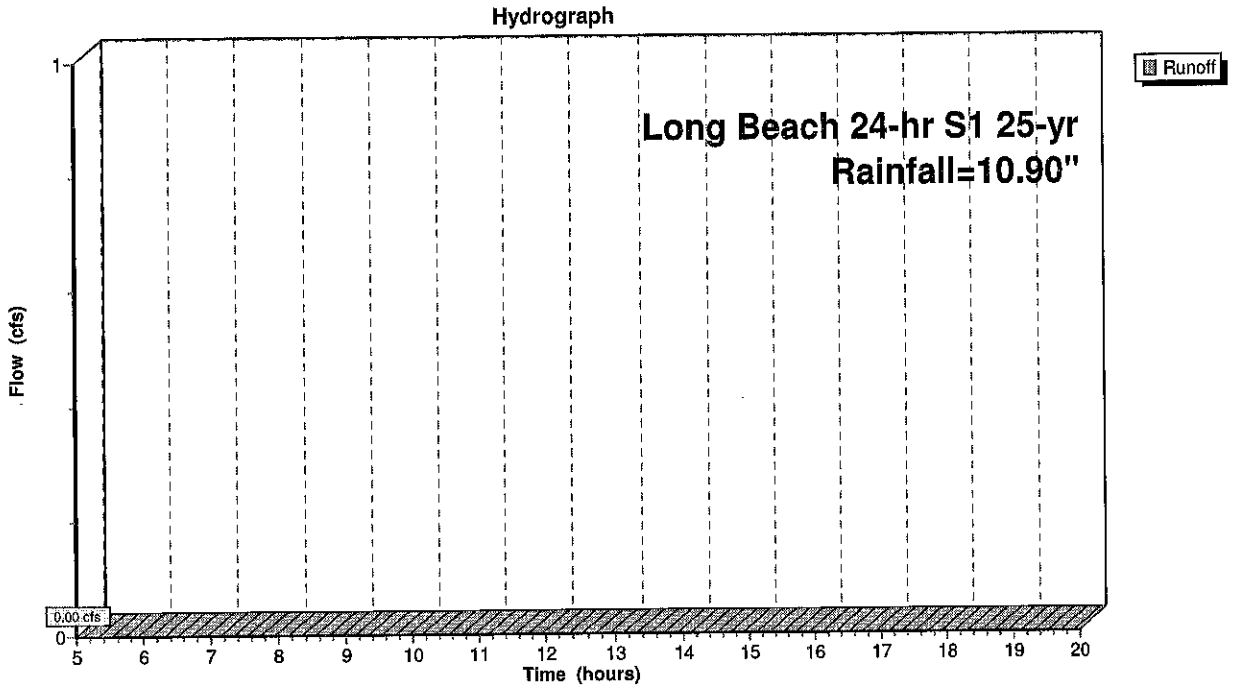


Summary for Subcatchment 32S: Emerg Overflow

Runoff = 0.00 cfs @ 5.00 hrs, Volume= 0.000 af, Depth= 0.00"
Routed to Pond 15P : CI14

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 25-yr Rainfall=10.90"

Subcatchment 32S: Emerg Overflow



Summary for Subcatchment 33S: L

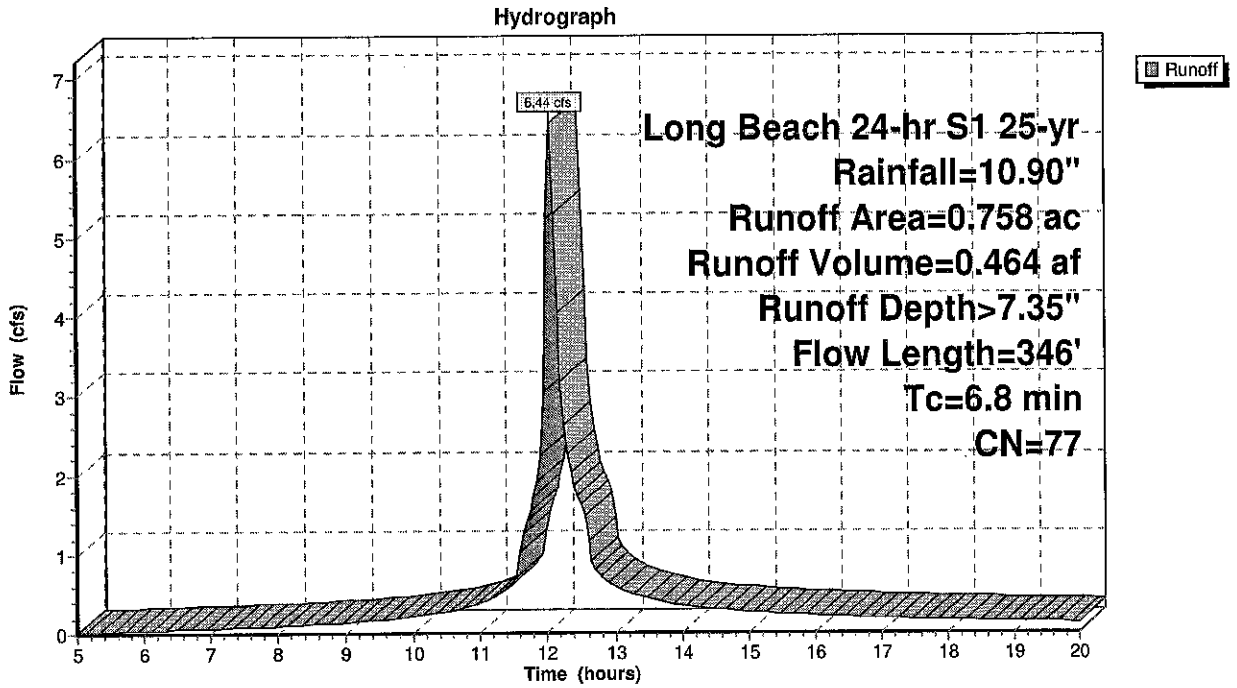
Runoff = 6.44 cfs @ 12.05 hrs, Volume= 0.464 af, Depth> 7.35"
Routed to Pond 7P : CI7

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 25-yr Rainfall=10.90"

Area (ac)	CN	Description
0.758	77	1/8 acre lots, 65% imp, HSG A
0.265		35.00% Pervious Area
0.493		65.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.8	113	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
3.0	233	0.0040	1.28		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
6.8	346	Total			

Subcatchment 33S: L



Summary for Subcatchment 34S: P

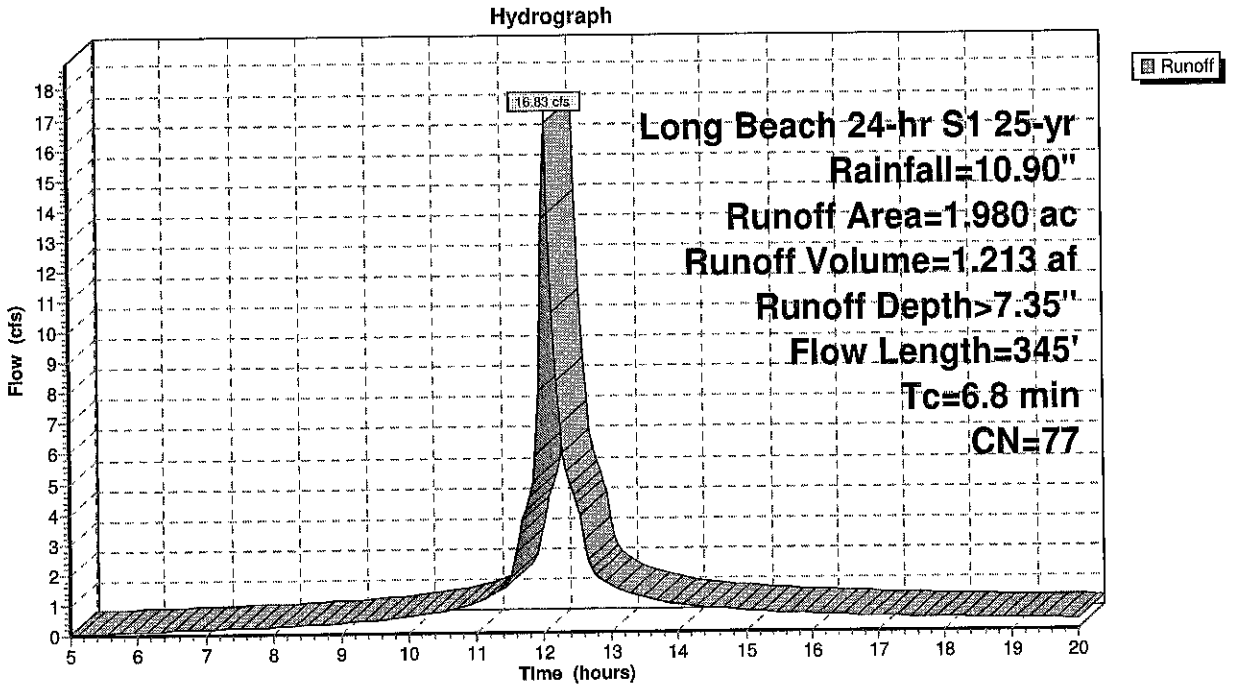
Runoff = 16.83 cfs @ 12.05 hrs, Volume= 1.213 af, Depth> 7.35"
Routed to Pond 17P : CI4

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 25-yr Rainfall=10.90"

Area (ac)	CN	Description
1.980	77	1/8 acre lots, 65% imp, HSG A
0.693		35.00% Pervious Area
1.287		65.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.8	112	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
3.0	233	0.0040	1.28		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
6.8	345	Total			

Subcatchment 34S: P



Summary for Subcatchment 35S: N

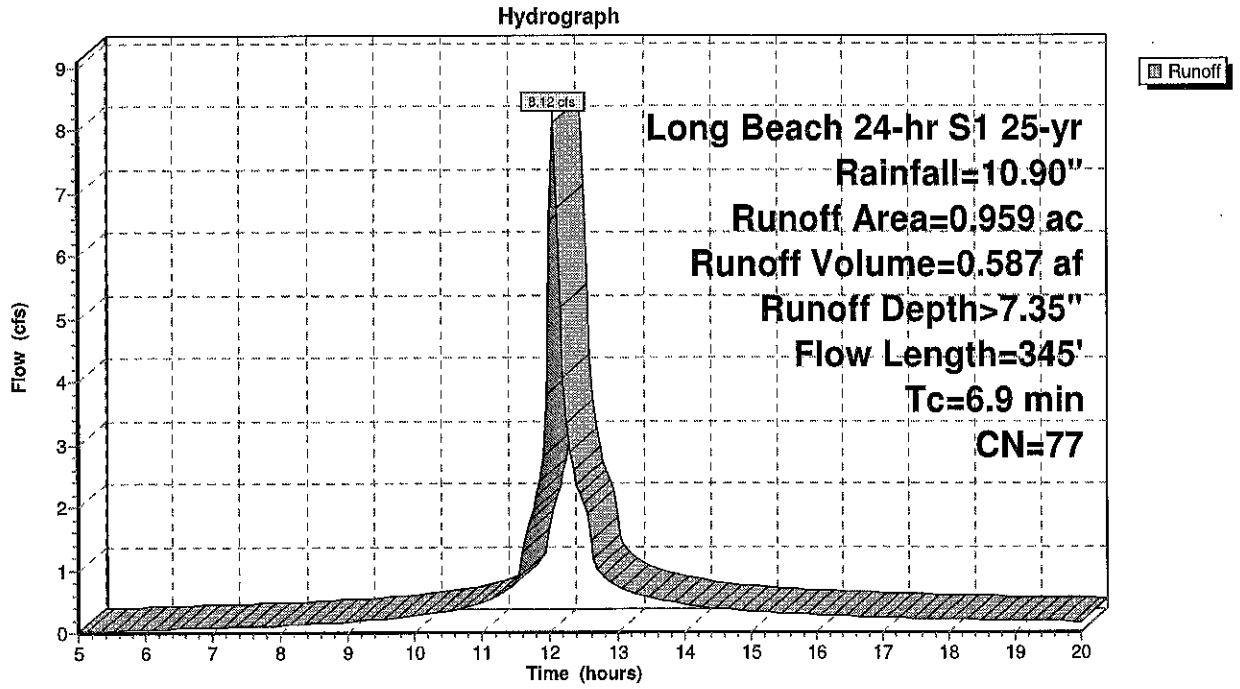
Runoff = 8.12 cfs @ 12.05 hrs, Volume= 0.587 af, Depth> 7.35"
Routed to Pond 18P : Cl5

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 25-yr Rainfall=10.90"

Area (ac)	CN	Description
0.959	77	1/8 acre lots, 65% imp, HSG A
0.336		35.00% Pervious Area
0.623		65.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.9	115	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
3.0	230	0.0040	1.28		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
6.9	345	Total			

Subcatchment 35S: N



Summary for Subcatchment 36S: R

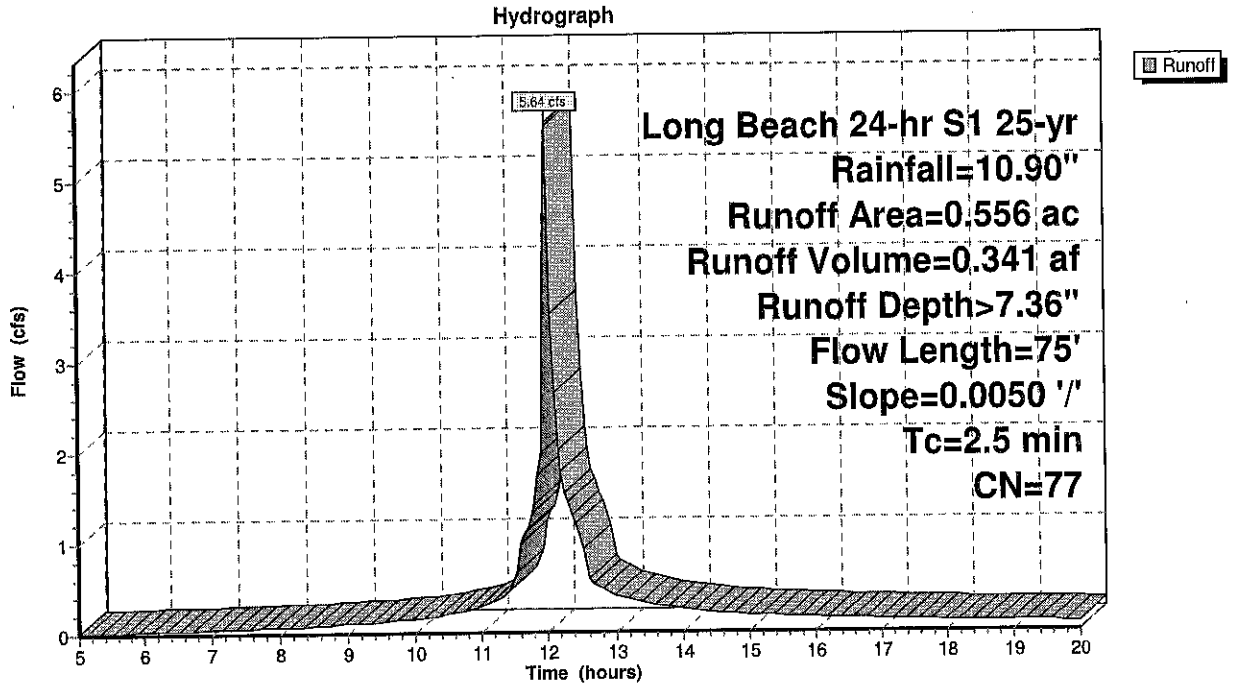
Runoff = 5.64 cfs @ 11.99 hrs, Volume= 0.341 af, Depth> 7.36"
Routed to Pond 1P : Detention

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 25-yr Rainfall=10.90"

Area (ac)	CN	Description
0.556	77	1/8 acre lots, 65% imp, HSG A
0.195		35.00% Pervious Area
0.361		65.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
2.5	75	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps

Subcatchment 36S: R



Summary for Subcatchment 37S: Q

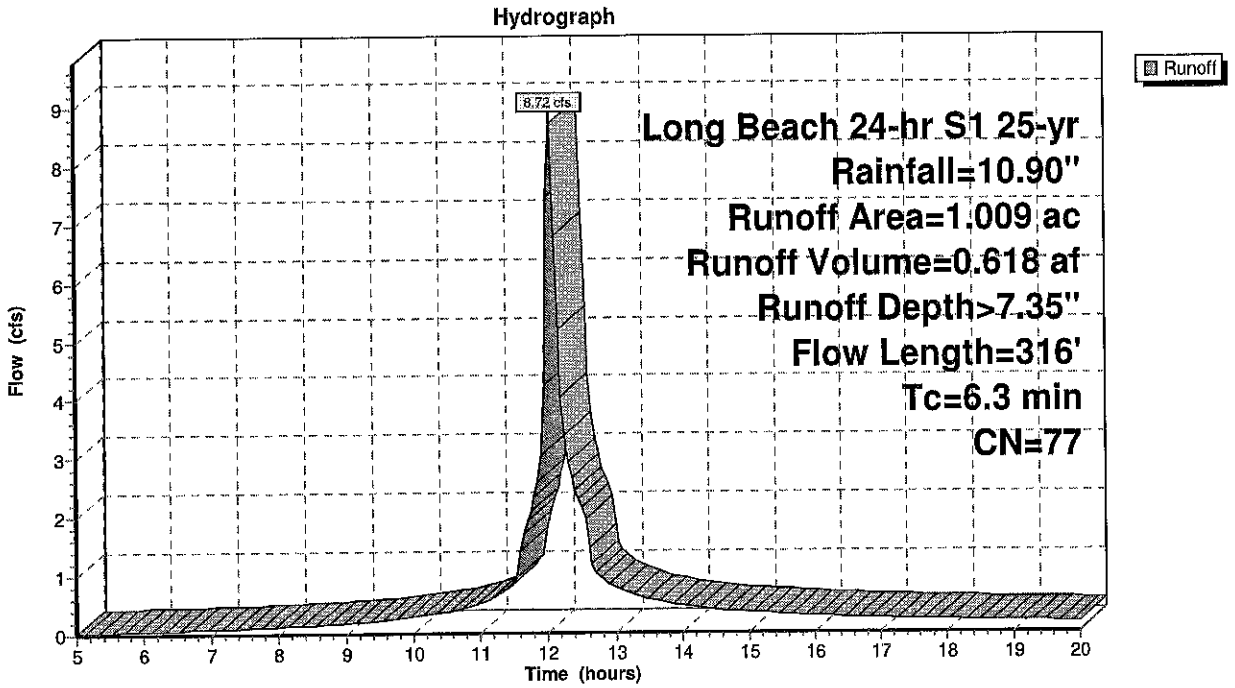
Runoff = 8.72 cfs @ 12.04 hrs, Volume= 0.618 af, Depth> 7.35"
Routed to Pond 15P : CI14

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 25-yr Rainfall=10.90"

Area (ac)	CN	Description
1.009	77	1/8 acre lots, 65% imp, HSG A
0.353		35.00% Pervious Area
0.656		65.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.5	104	0.0050	0.49		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
2.8	212	0.0040	1.28		**Shallow Concentrated Flow,** Paved Kv= 20.3 fps
6.3	316	Total			

Subcatchment 37S: Q



Summary for Subcatchment 38S: (new Subcat)

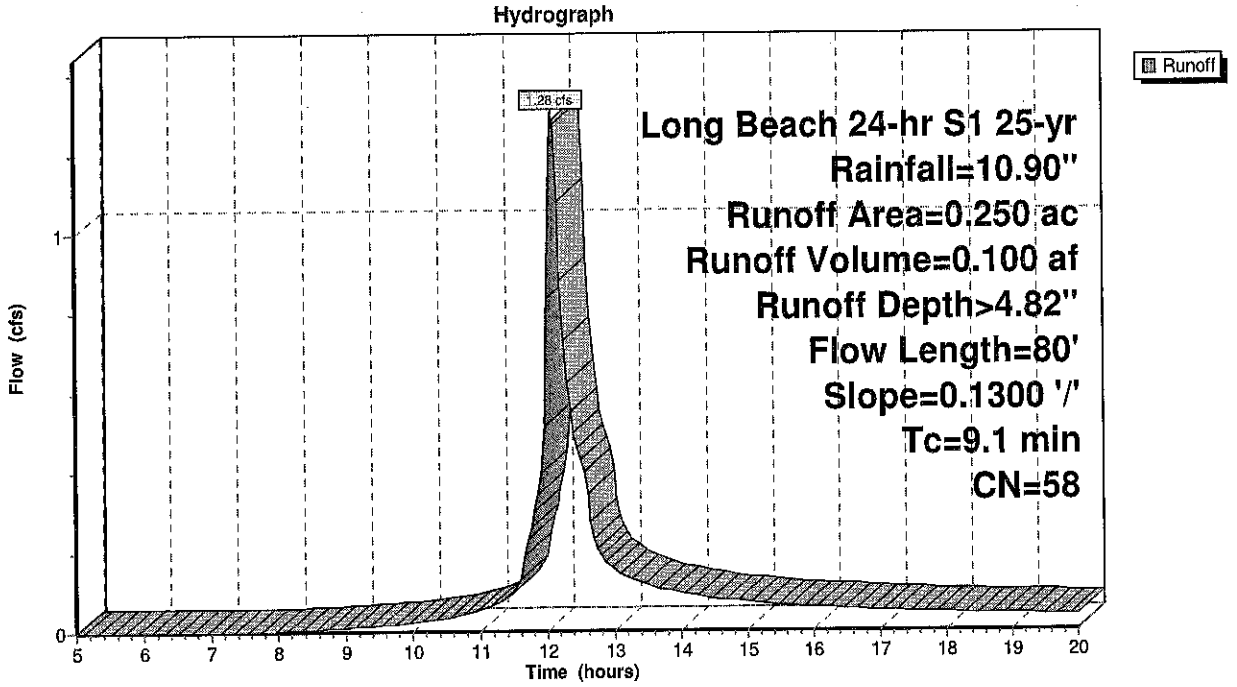
Runoff = 1.28 cfs @ 12.09 hrs, Volume= 0.100 af, Depth> 4.82"
Routed to Pond 19P : GI1

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 25-yr Rainfall=10.90"

Area (ac)	CN	Description
0.250	58	Woods/grass comb., Good, HSG B
0.250		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.1	80	0.1300	0.15		**Sheet Flow,** Woods: Light underbrush n= 0.400 P2= 2.81"

Subcatchment 38S: (new Subcat)



Summary for Pond 1P: Detention

Inflow Area =	12.319 ac, 63.68% Impervious, Inflow Depth > 7.30" for 25-yr event				
Inflow =	104.20 cfs @	12.04 hrs,	Volume=	7.495 af	
Outflow =	26.45 cfs @	12.48 hrs,	Volume=	5.913 af,	Atten= 75%, Lag= 26.8 min
Primary =	7.54 cfs @	12.48 hrs,	Volume=	4.889 af	
Secondary =	18.92 cfs @	12.48 hrs,	Volume=	1.025 af	

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 23.47' @ 12.48 hrs Surf.Area= 0.889 ac Storage= 3.424 af

Plug-Flow detention time= 175.5 min calculated for 5.893 af (79% of inflow)
Center-of-Mass det. time= 114.3 min (881.0 - 766.6)

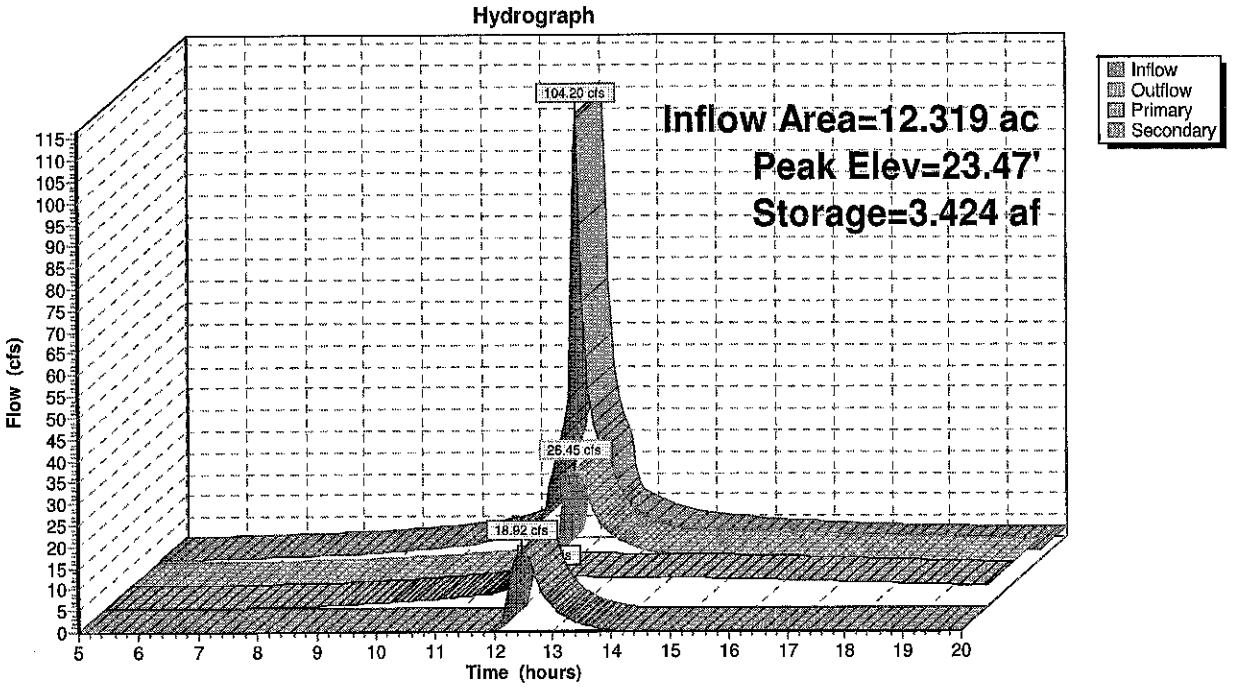
Volume	Invert	Avail.Storage	Storage Description
#1	19.00'	3.902 af	**113.00'W x 250.00'L x 5.00'H Prismatoid Z=3.0**

Device	Routing	Invert	Outlet Devices
#1	Primary	19.00'	**12.0" Vert. Orifice/Grate** C= 0.600 Limited to weir flow at low heads
#2	Secondary	23.00'	**18.0' long Sharp-Crested Rectangular Weir** 2 End Contraction(s)

Primary OutFlow Max=7.53 cfs @ 12.48 hrs HW=23.47' (Free Discharge)
└**1=Orifice/Grate** (Orifice Controls 7.53 cfs @ 9.59 fps)

Secondary OutFlow Max=18.83 cfs @ 12.48 hrs HW=23.47' (Free Discharge)
└**2=Sharp-Crested Rectangular Weir** (Weir Controls 18.83 cfs @ 2.24 fps)

Pond 1P: Detention



Summary for Pond 2P: Cl1

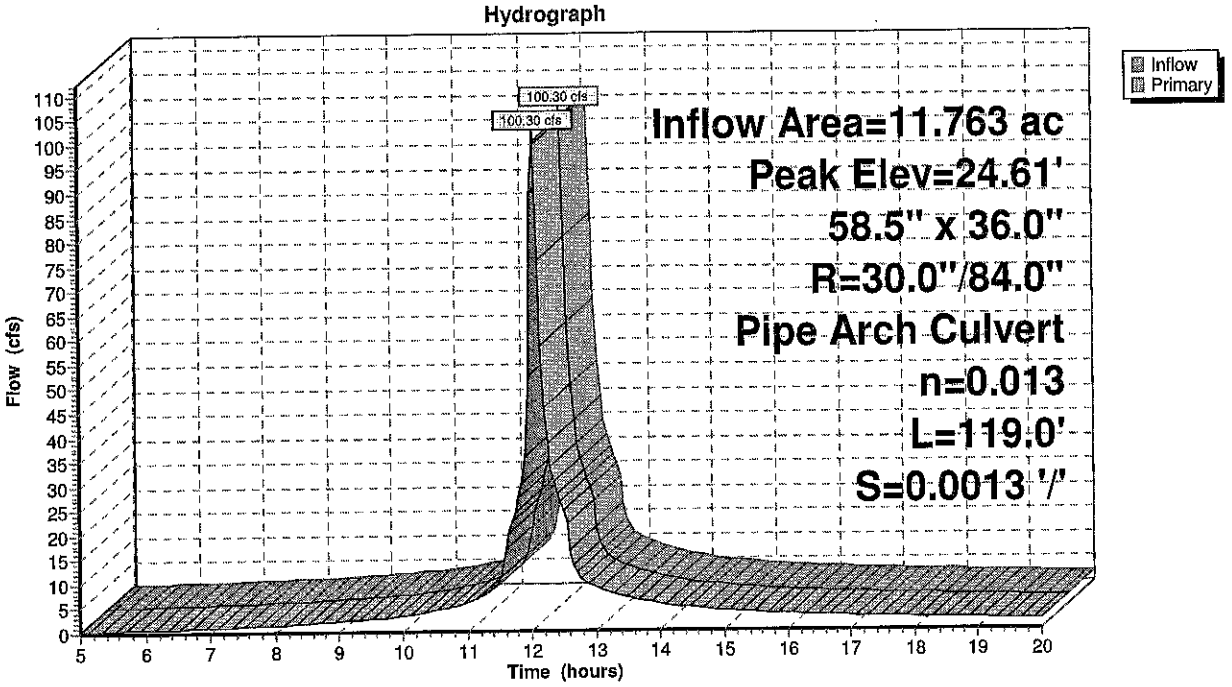
Inflow Area = 11.763 ac, 63.62% Impervious, Inflow Depth > 7.30" for 25-yr event
Inflow = 100.30 cfs @ 12.04 hrs, Volume= 7.154 af
Outflow = 100.30 cfs @ 12.04 hrs, Volume= 7.154 af, Atten= 0%, Lag= 0.0 min
Primary = 100.30 cfs @ 12.04 hrs, Volume= 7.154 af
Routed to Pond 1P : Detention

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 24.61' @ 12.04 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	19.15'	**58.5" W x 36.0" H, R=30.0"/84.0" Pipe Arch RCP_Arch 59x36** L= 119.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 19.15' / 19.00' S= 0.0013 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 11.40 sf

Primary OutFlow Max=97.62 cfs @ 12.04 hrs HW=24.48' (Free Discharge)
└—**1=RCP_Arch 59x36** (Barrel Controls 97.62 cfs @ 8.56 fps)

Pond 2P: Cl1



Summary for Pond 3P: CI17

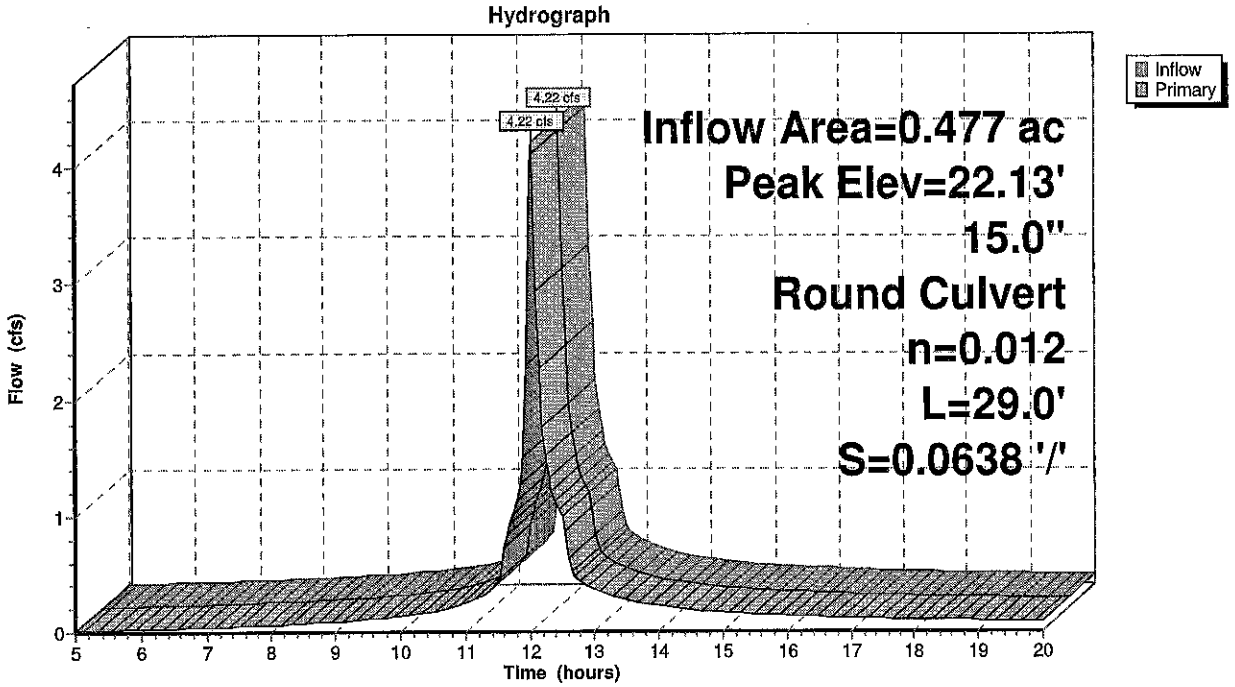
Inflow Area = 0.477 ac, 65.00% Impervious, Inflow Depth > 7.35" for 25-yr event
Inflow = 4.22 cfs @ 12.03 hrs, Volume= 0.292 af
Outflow = 4.22 cfs @ 12.03 hrs, Volume= 0.292 af, Atten= 0%, Lag= 0.0 min
Primary = 4.22 cfs @ 12.03 hrs, Volume= 0.292 af
Routed to Pond 2P : CI1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 22.13' @ 12.03 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	21.00'	**15.0" Round RCP_Round 15"** L= 29.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 21.00' / 19.15' S= 0.0638 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 1.23 sf

Primary OutFlow Max=4.06 cfs @ 12.03 hrs HW=22.09' (Free Discharge)
└─**1=RCP_Round 15"** (Inlet Controls 4.06 cfs @ 3.56 fps)

Pond 3P: CI17



Summary for Pond 4P: Cl2

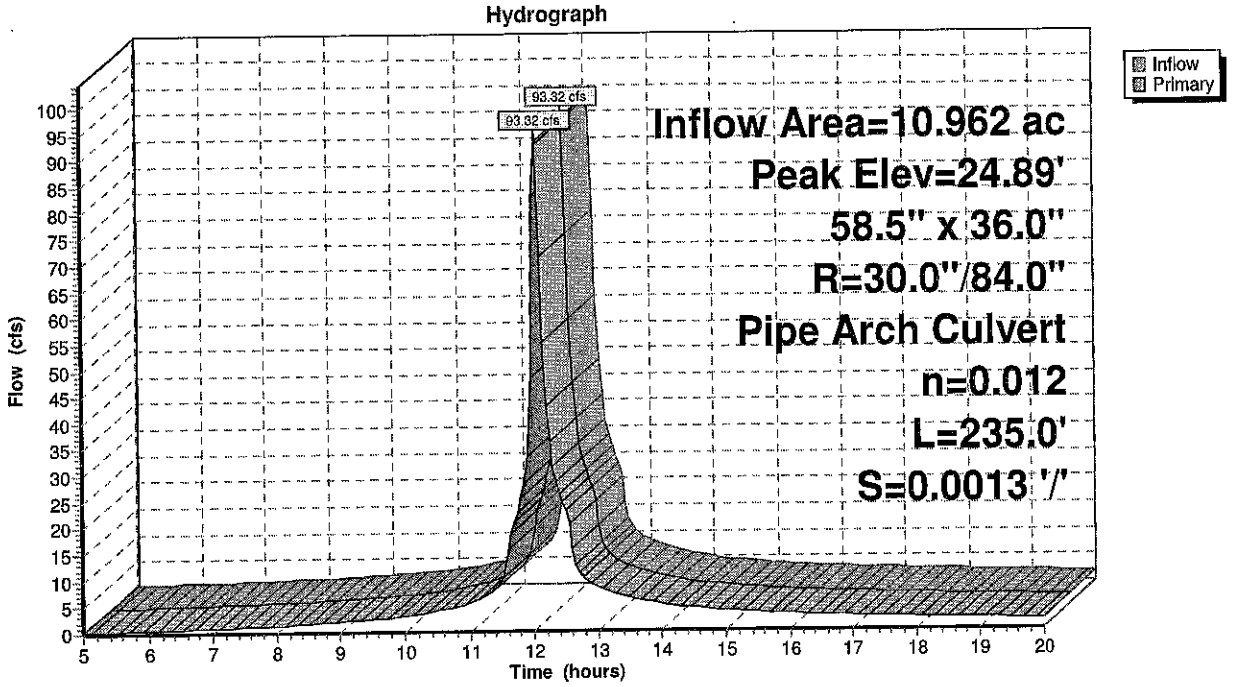
Inflow Area = 10.962 ac, 63.52% Impervious, Inflow Depth > 7.29" for 25-yr event
Inflow = 93.32 cfs @ 12.04 hrs, Volume= 6.663 af
Outflow = 93.32 cfs @ 12.04 hrs, Volume= 6.663 af, Atten= 0%, Lag= 0.0 min
Primary = 93.32 cfs @ 12.04 hrs, Volume= 6.663 af
Routed to Pond 2P : Cl1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 24.89' @ 12.04 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	19.45'	**58.5" W x 36.0" H, R=30.0"/84.0" Pipe Arch RCP_Arch 59x36** L= 235.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 19.45' / 19.15' S= 0.0013 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 11.40 sf

Primary OutFlow Max=91.01 cfs @ 12.04 hrs HW=24.76' (Free Discharge)
↑—**1=RCP_Arch 59x36** (Barrel Controls 91.01 cfs @ 7.98 fps)

Pond 4P: Cl2



Summary for Pond 5P: CI3

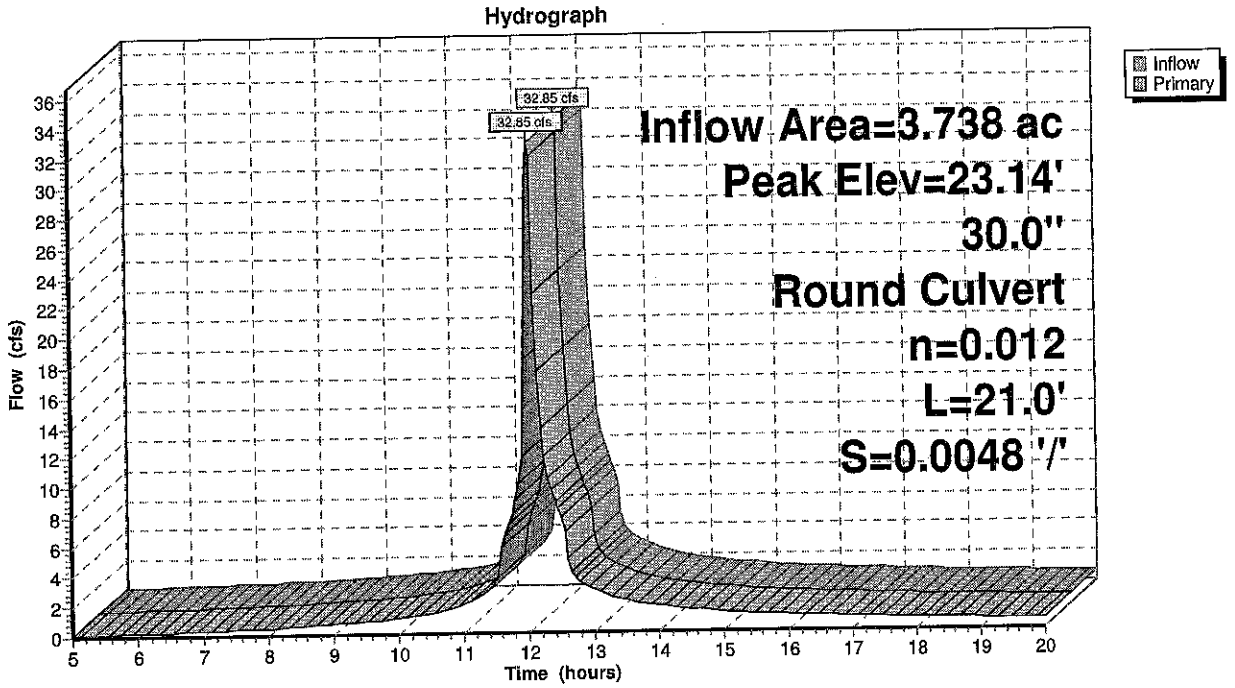
Inflow Area = 3.738 ac, 65.00% Impervious, Inflow Depth > 7.35" for 25-yr event
Inflow = 32.85 cfs @ 12.03 hrs, Volume= 2.291 af
Outflow = 32.85 cfs @ 12.03 hrs, Volume= 2.291 af, Atten= 0%, Lag= 0.0 min
Primary = 32.85 cfs @ 12.03 hrs, Volume= 2.291 af
Routed to Pond 4P : CI2

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 23.14' @ 12.03 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	19.55'	**30.0" Round RCP_Round 30"** L= 21.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 19.55' / 19.45' S= 0.0048 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 4.91 sf

Primary OutFlow Max=31.65 cfs @ 12.03 hrs HW=23.03' (Free Discharge)
└─**1=RCP_Round 30"** (Barrel Controls 31.65 cfs @ 6.45 fps)

Pond 5P: CI3



Summary for Pond 6P: Cl6

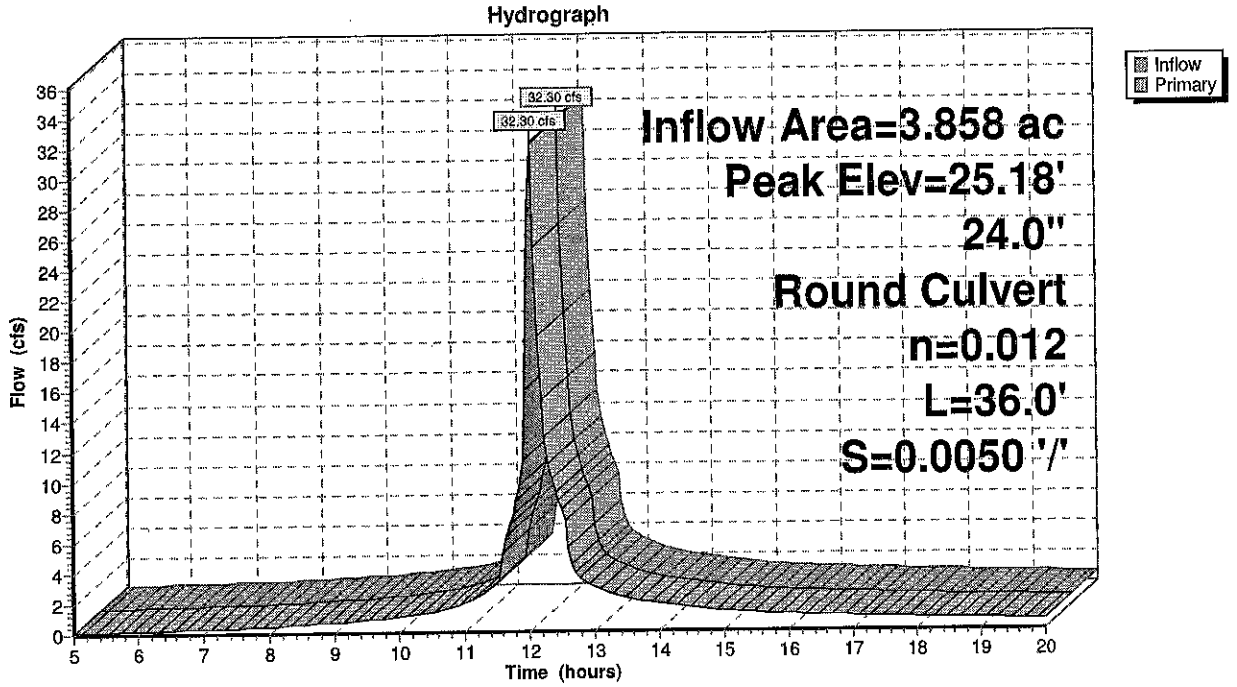
Inflow Area = 3.858 ac, 60.79% Impervious, Inflow Depth > 7.19" for 25-yr event
Inflow = 32.30 cfs @ 12.04 hrs, Volume= 2.311 af
Outflow = 32.30 cfs @ 12.04 hrs, Volume= 2.311 af, Atten= 0%, Lag= 0.0 min
Primary = 32.30 cfs @ 12.04 hrs, Volume= 2.311 af
Routed to Pond 4P : Cl2

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 25.18' @ 12.05 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	19.63'	**24.0" Round RCP_Round 24"** L= 36.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 19.63' / 19.45' S= 0.0050 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 3.14 sf

Primary OutFlow Max=31.78 cfs @ 12.04 hrs HW=25.04' (Free Discharge)
└─**1=RCP_Round 24"** (Inlet Controls 31.78 cfs @ 10.12 fps)

Pond 6P: Cl6



Summary for Pond 7P: CI7

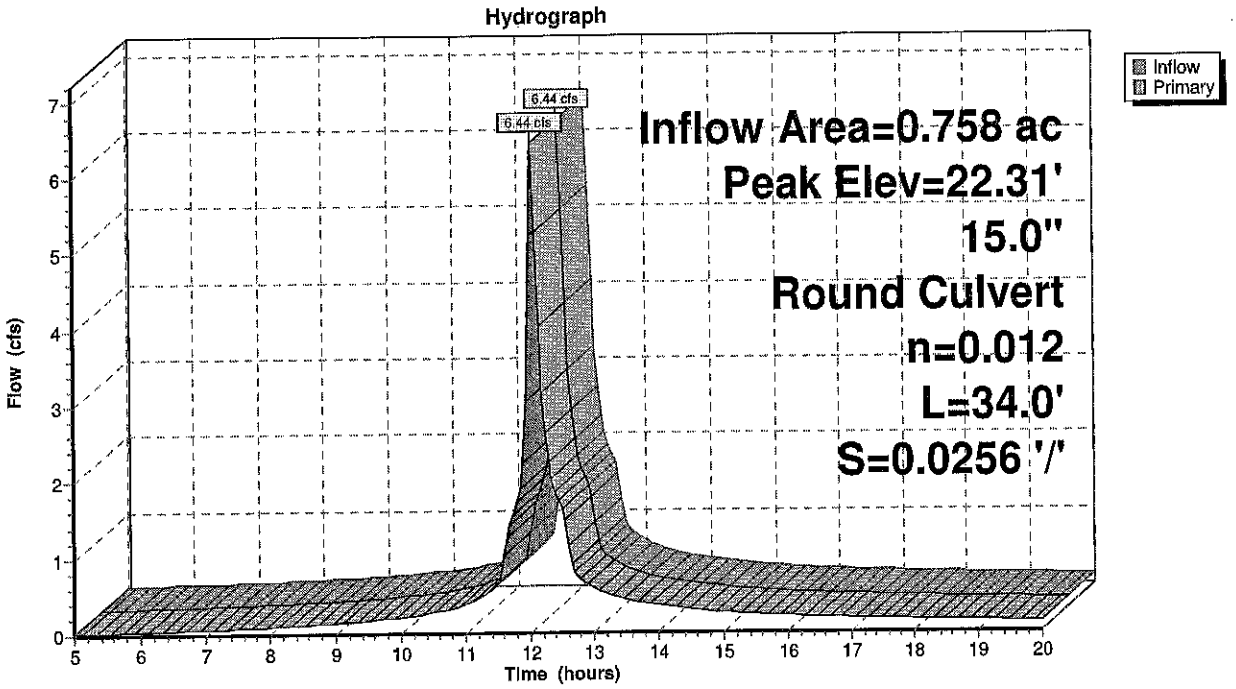
Inflow Area = 0.758 ac, 65.00% Impervious, Inflow Depth > 7.35" for 25-yr event
Inflow = 6.44 cfs @ 12.05 hrs, Volume= 0.464 af
Outflow = 6.44 cfs @ 12.05 hrs, Volume= 0.464 af, Atten= 0%, Lag= 0.0 min
Primary = 6.44 cfs @ 12.05 hrs, Volume= 0.464 af
Routed to Pond 6P : CI6

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 22.31' @ 12.05 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	20.50'	**15.0" Round RCP_Round 15"** L= 34.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 20.50' / 19.63' S= 0.0256 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 1.23 sf

Primary OutFlow Max=6.43 cfs @ 12.05 hrs HW=22.31' (Free Discharge)
└─**1=RCP_Round 15"** (Inlet Controls 6.43 cfs @ 5.24 fps)

Pond 7P: CI7



Summary for Pond 8P: CI8

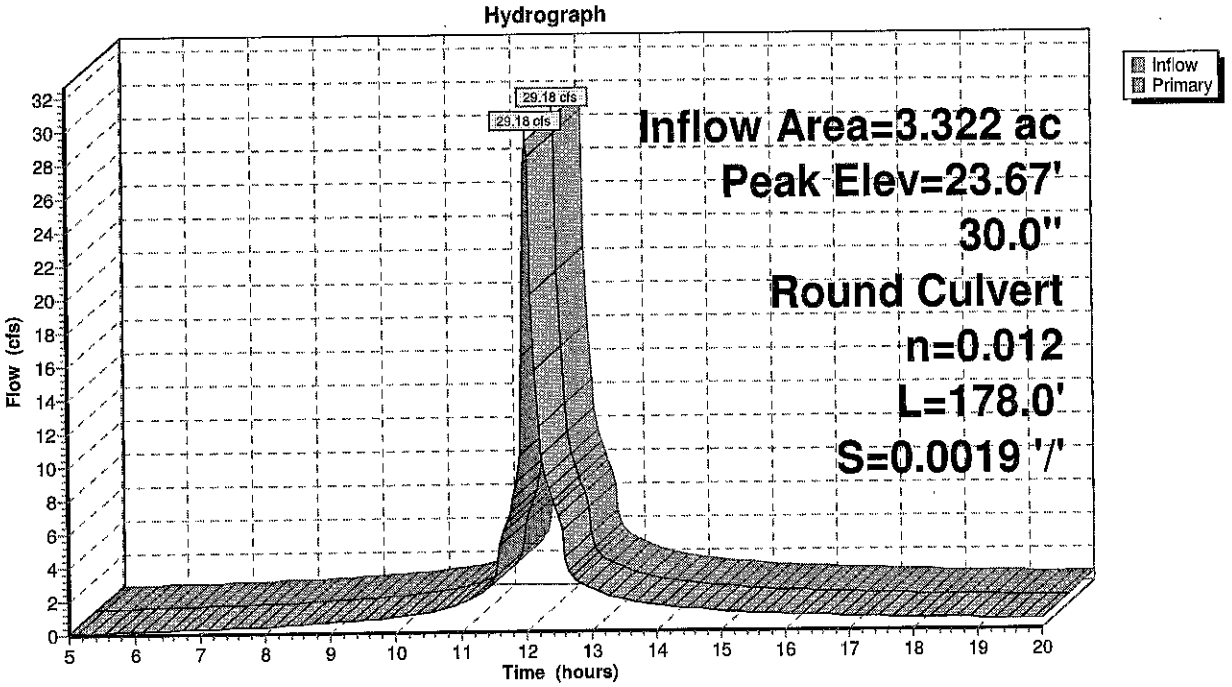
Inflow Area = 3.322 ac, 65.00% Impervious, Inflow Depth > 7.35" for 25-yr event
Inflow = 29.18 cfs @ 12.03 hrs, Volume= 2.036 af
Outflow = 29.18 cfs @ 12.03 hrs, Volume= 2.036 af, Atten= 0%, Lag= 0.0 min
Primary = 29.18 cfs @ 12.03 hrs, Volume= 2.036 af
Routed to Pond 5P : CI3

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 23.67' @ 12.03 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	19.88'	**30.0" Round RCP_Round 30"** L= 178.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 19.88' / 19.55' S= 0.0019 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 4.91 sf

Primary OutFlow Max=28.11 cfs @ 12.03 hrs HW=23.53' (Free Discharge)
↑—**1=RCP_Round 30"** (Barrel Controls 28.11 cfs @ 5.73 fps)

Pond 8P: CI8



Summary for Pond 9P: CI9

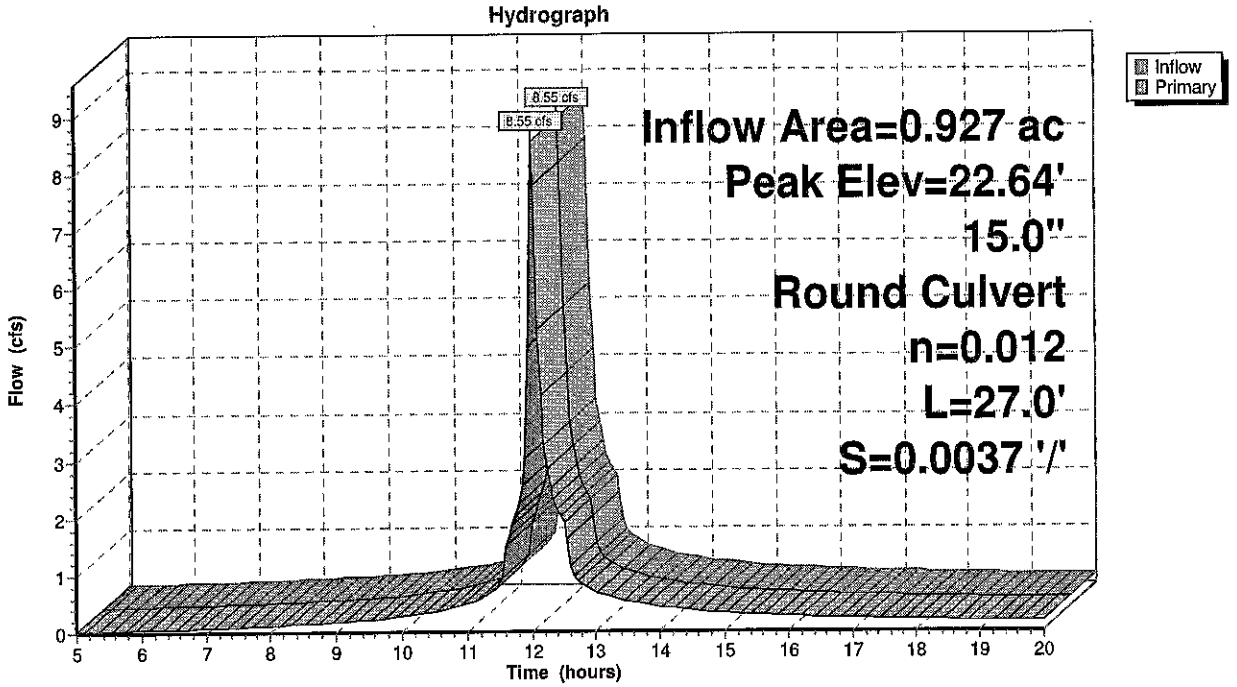
Inflow Area = 0.927 ac, 65.00% Impervious, Inflow Depth > 7.35" for 25-yr event
Inflow = 8.55 cfs @ 12.02 hrs, Volume= 0.568 af
Outflow = 8.55 cfs @ 12.02 hrs, Volume= 0.568 af, Atten= 0%, Lag= 0.0 min
Primary = 8.55 cfs @ 12.02 hrs, Volume= 0.568 af
Routed to Pond 8P : CI8

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 22.64' @ 12.02 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	19.98'	**15.0" Round RCP_Round 15"** L= 27.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 19.98' / 19.88' S= 0.0037 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 1.23 sf

Primary OutFlow Max=8.11 cfs @ 12.02 hrs HW=22.51' (Free Discharge)
└**1=RCP_Round 15"** (Barrel Controls 8.11 cfs @ 6.61 fps)

Pond 9P: CI9



Summary for Pond 10P: CI16

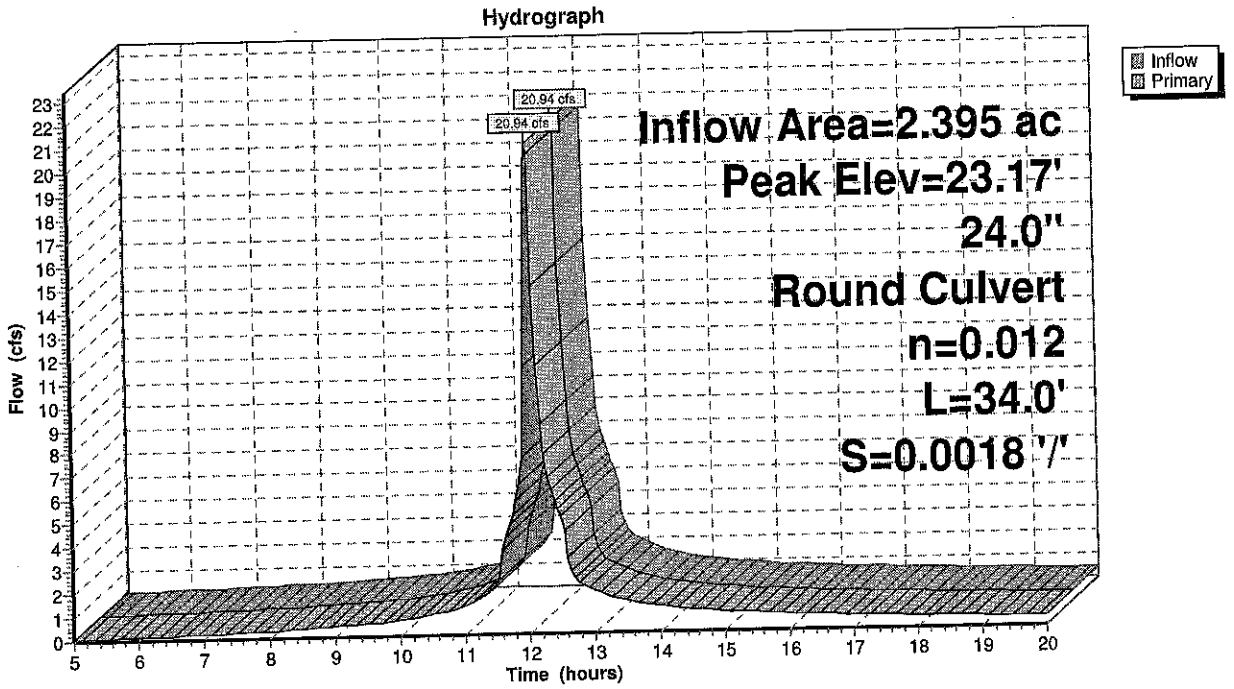
Inflow Area = 2.395 ac, 65.00% Impervious, Inflow Depth > 7.35" for 25-yr event
Inflow = 20.94 cfs @ 12.03 hrs, Volume= 1.468 af
Outflow = 20.94 cfs @ 12.03 hrs, Volume= 1.468 af, Atten= 0%, Lag= 0.0 min
Primary = 20.94 cfs @ 12.03 hrs, Volume= 1.468 af
Routed to Pond 8P : CI8

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 23.17' @ 12.03 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	19.94'	**24.0" Round RCP_Round 24"** L= 34.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 19.94' / 19.88' S= 0.0018 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 3.14 sf

Primary OutFlow Max=20.19 cfs @ 12.03 hrs HW=23.07' (Free Discharge)
1=RCP_Round 24" (Barrel Controls 20.19 cfs @ 6.43 fps)

Pond 10P: CI16



Summary for Pond 11P: CI10

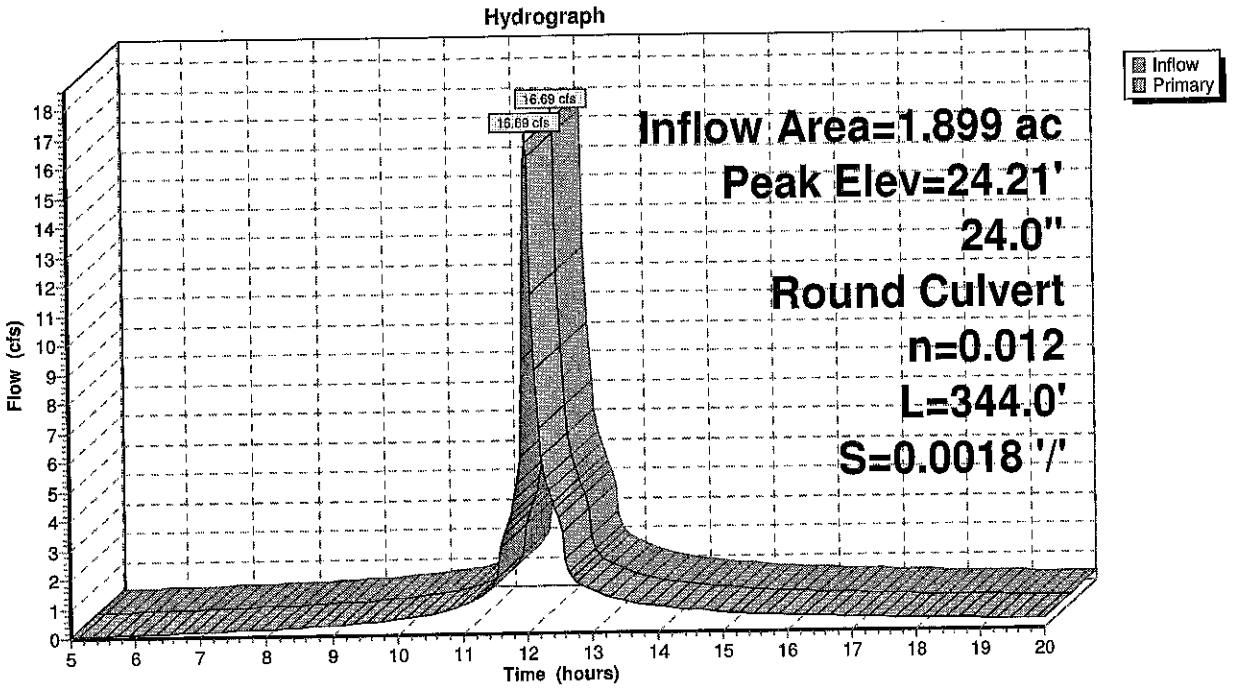
Inflow Area = 1.899 ac, 65.00% Impervious, Inflow Depth > 7.35" for 25-yr event
Inflow = 16.69 cfs @ 12.03 hrs, Volume= 1.164 af
Outflow = 16.69 cfs @ 12.03 hrs, Volume= 1.164 af, Atten= 0%, Lag= 0.0 min
Primary = 16.69 cfs @ 12.03 hrs, Volume= 1.164 af
Routed to Pond 10P : CI16

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 24.21' @ 12.03 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	20.57'	**24.0" Round RCP_Round 24"** L= 344.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 20.57' / 19.94' S= 0.0018 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 3.14 sf

Primary OutFlow Max=16.08 cfs @ 12.03 hrs HW=24.04' (Free Discharge)
↑—**1=RCP_Round 24"** (Barrel Controls 16.08 cfs @ 5.12 fps)

Pond 11P: CI10



Summary for Pond 12P: CI12

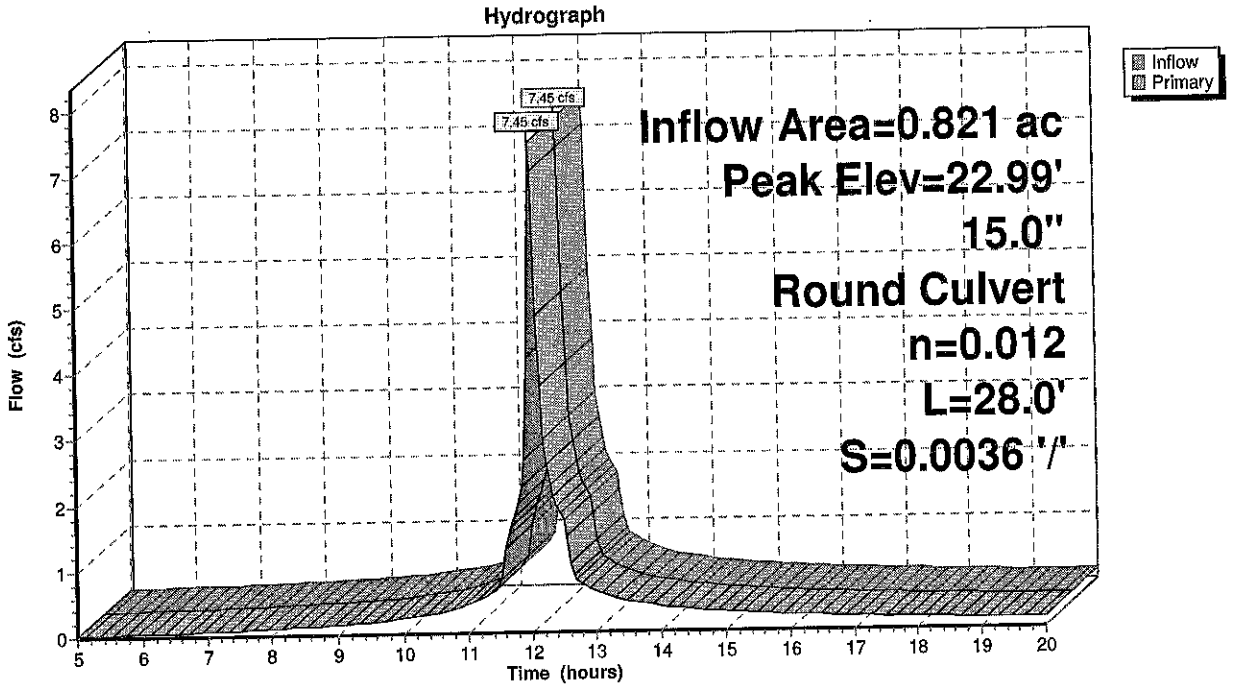
Inflow Area = 0.821 ac, 65.00% Impervious, Inflow Depth > 7.35" for 25-yr event
Inflow = 7.45 cfs @ 12.02 hrs, Volume= 0.503 af
Outflow = 7.45 cfs @ 12.02 hrs, Volume= 0.503 af, Atten= 0%, Lag= 0.0 min
Primary = 7.45 cfs @ 12.02 hrs, Volume= 0.503 af
Routed to Pond 11P : CI10

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 22.99' @ 12.02 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	20.67'	**15.0" Round RCP_Round 15"** L= 28.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 20.67' / 20.57' S= 0.0036 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 1.23 sf

Primary OutFlow Max=7.07 cfs @ 12.02 hrs HW=22.88' (Free Discharge)
└**1=RCP_Round 15"** (Barrel Controls 7.07 cfs @ 5.76 fps)

Pond 12P: CI12



Summary for Pond 13P: CI11

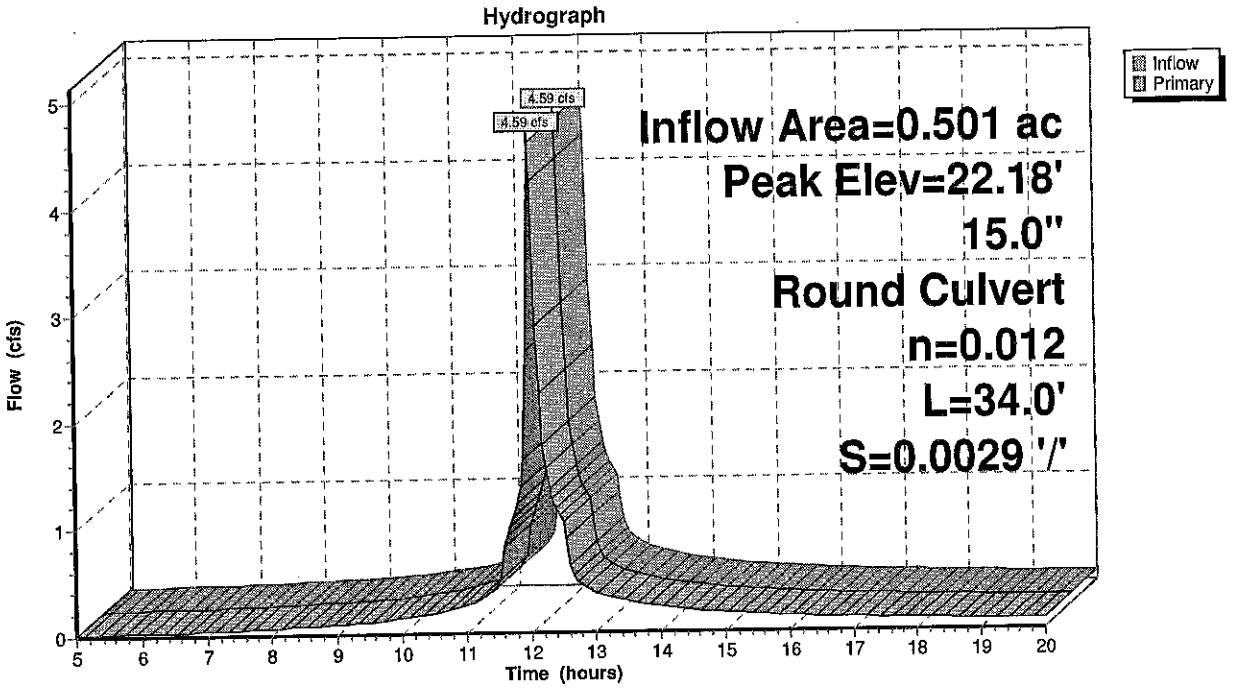
Inflow Area = 0.501 ac, 65.00% Impervious, Inflow Depth > 7.35" for 25-yr event
Inflow = 4.59 cfs @ 12.02 hrs, Volume= 0.307 af
Outflow = 4.59 cfs @ 12.02 hrs, Volume= 0.307 af, Atten= 0%, Lag= 0.0 min
Primary = 4.59 cfs @ 12.02 hrs, Volume= 0.307 af
Routed to Pond 11P : CI10

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 22.18' @ 12.02 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	20.67'	**15.0" Round RCP_Round 15"** L= 34.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 20.67' / 20.57' S= 0.0029 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 1.23 sf

Primary OutFlow Max=4.36 cfs @ 12.02 hrs HW=22.12' (Free Discharge)
↑—**1=RCP_Round 15"** (Barrel Controls 4.36 cfs @ 3.84 fps)

Pond 13P: CI11



Summary for Pond 14P: Cl13

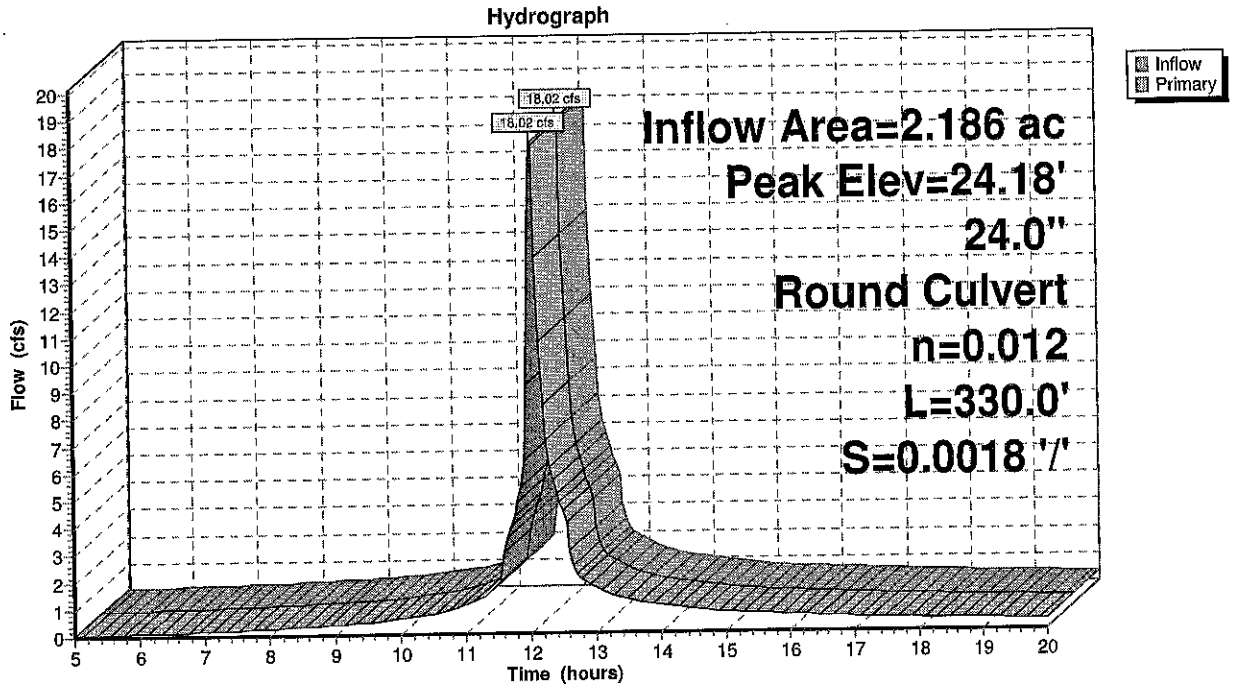
Inflow Area = 2.186 ac, 57.57% Impervious, Inflow Depth > 7.06" for 25-yr event
Inflow = 18.02 cfs @ 12.04 hrs, Volume= 1.286 af
Outflow = 18.02 cfs @ 12.04 hrs, Volume= 1.286 af, Atten= 0%, Lag= 0.0 min
Primary = 18.02 cfs @ 12.04 hrs, Volume= 1.286 af
Routed to Pond 6P : Cl6

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 24.18' @ 12.04 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	20.24'	**24.0" Round RCP_Round 24"** L= 330.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 20.24' / 19.63' S= 0.0018 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 3.14 sf

Primary OutFlow Max=17.61 cfs @ 12.04 hrs HW=24.07' (Free Discharge)
└**1=RCP_Round 24"** (Barrel Controls 17.61 cfs @ 5.60 fps)

Pond 14P: Cl13



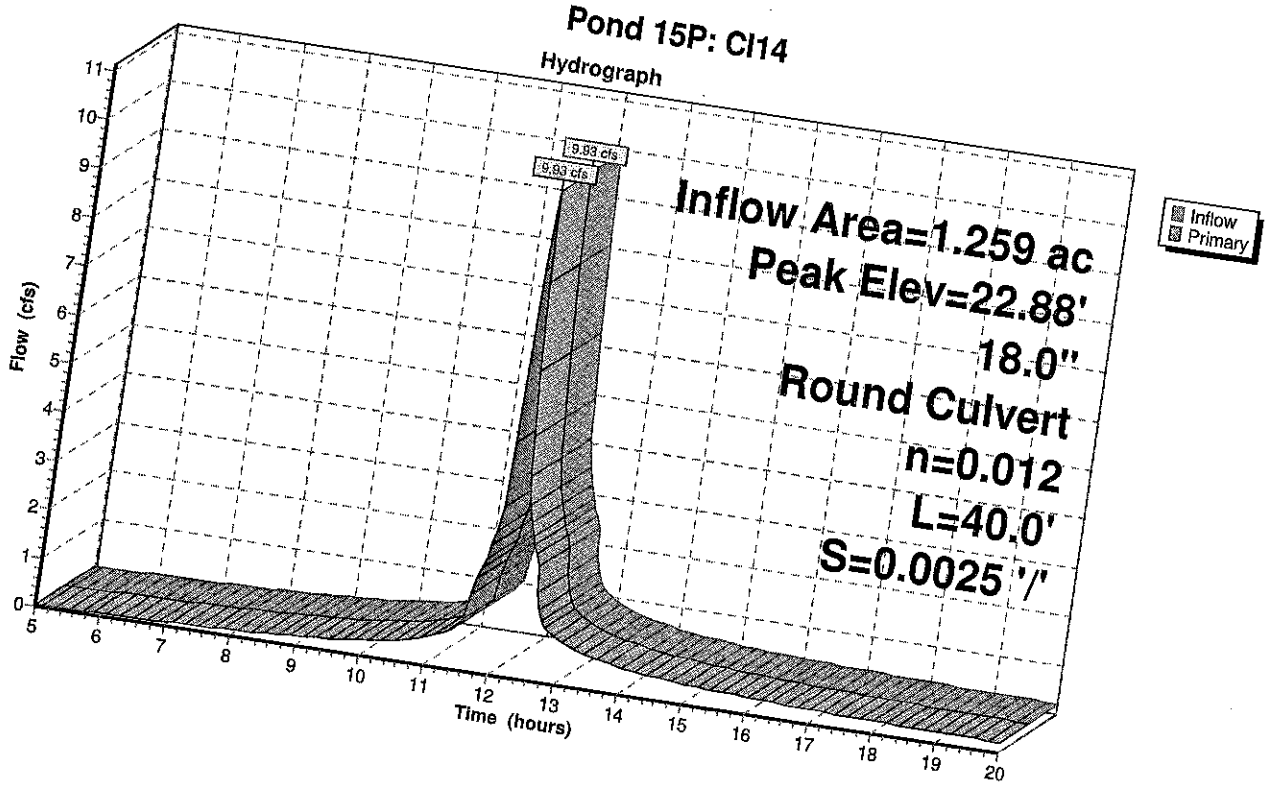
Summary for Pond 15P: CI14

Inflow Area =	1.259 ac,	52.09% Impervious,	Inflow Depth >	6.85"	for 25-yr event
Inflow =	9.93 cfs @	12.05 hrs, Volume=	0.718 af		
Outflow =	9.93 cfs @	12.05 hrs, Volume=	0.718 af,	Atten= 0%,	Lag= 0.0 min
Primary =	9.93 cfs @	12.05 hrs, Volume=	0.718 af		
Routed to Pond 16P : CI15					

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 22.88' @ 12.05 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	20.44'	**18.0" Round RCP_Round 18"** L= 40.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 20.44' / 20.34' S= 0.0025 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 1.77 sf

Primary OutFlow Max=9.88 cfs @ 12.05 hrs HW=22.87' (Free Discharge)
1=RCP_Round 18" (Barrel Controls 9.88 cfs @ 5.59 fps)



Summary for Pond 16P: CI15

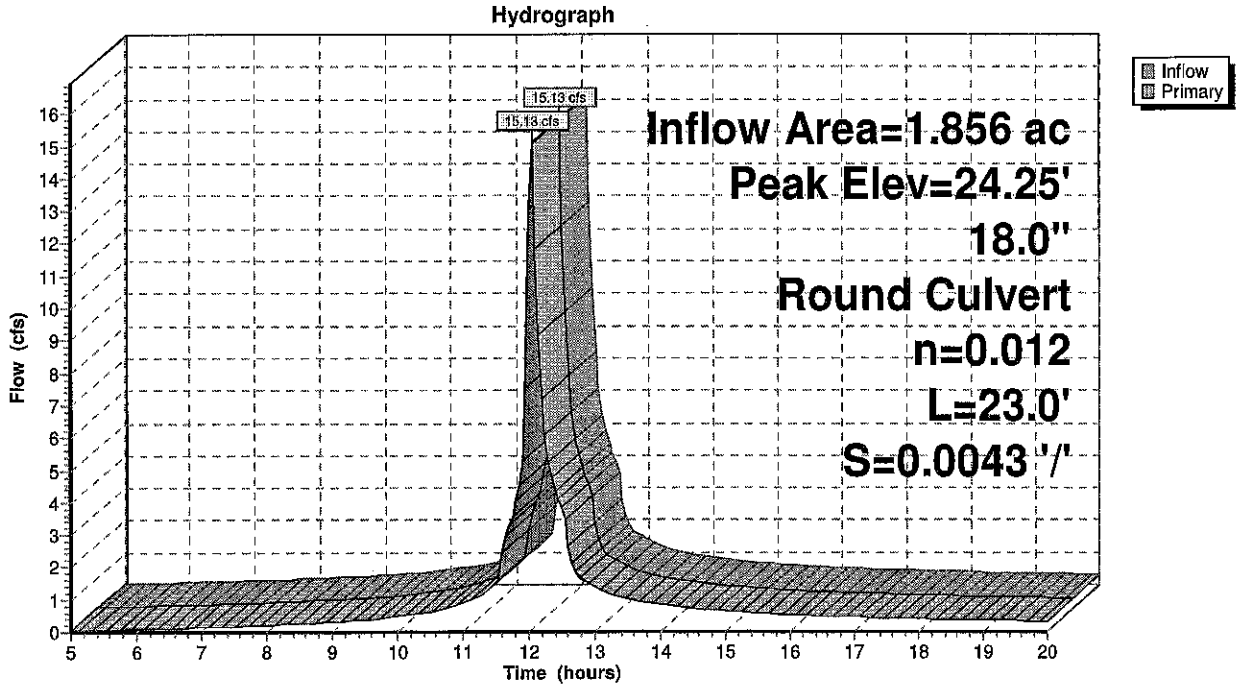
Inflow Area = 1.856 ac, 56.24% Impervious, Inflow Depth > 7.01" for 25-yr event
Inflow = 15.13 cfs @ 12.04 hrs, Volume= 1.084 af
Outflow = 15.13 cfs @ 12.04 hrs, Volume= 1.084 af, Atten= 0%, Lag= 0.0 min
Primary = 15.13 cfs @ 12.04 hrs, Volume= 1.084 af
Routed to Pond 14P : CI13

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 24.25' @ 12.04 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	20.34'	**18.0" Round RCP_Round 18"** L= 23.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 20.34' / 20.24' S= 0.0043 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 1.77 sf

Primary OutFlow Max=14.87 cfs @ 12.04 hrs HW=24.15' (Free Discharge)
└─**1=RCP_Round 18"** (Inlet Controls 14.87 cfs @ 8.42 fps)

Pond 16P: CI15



Summary for Pond 17P: CI4

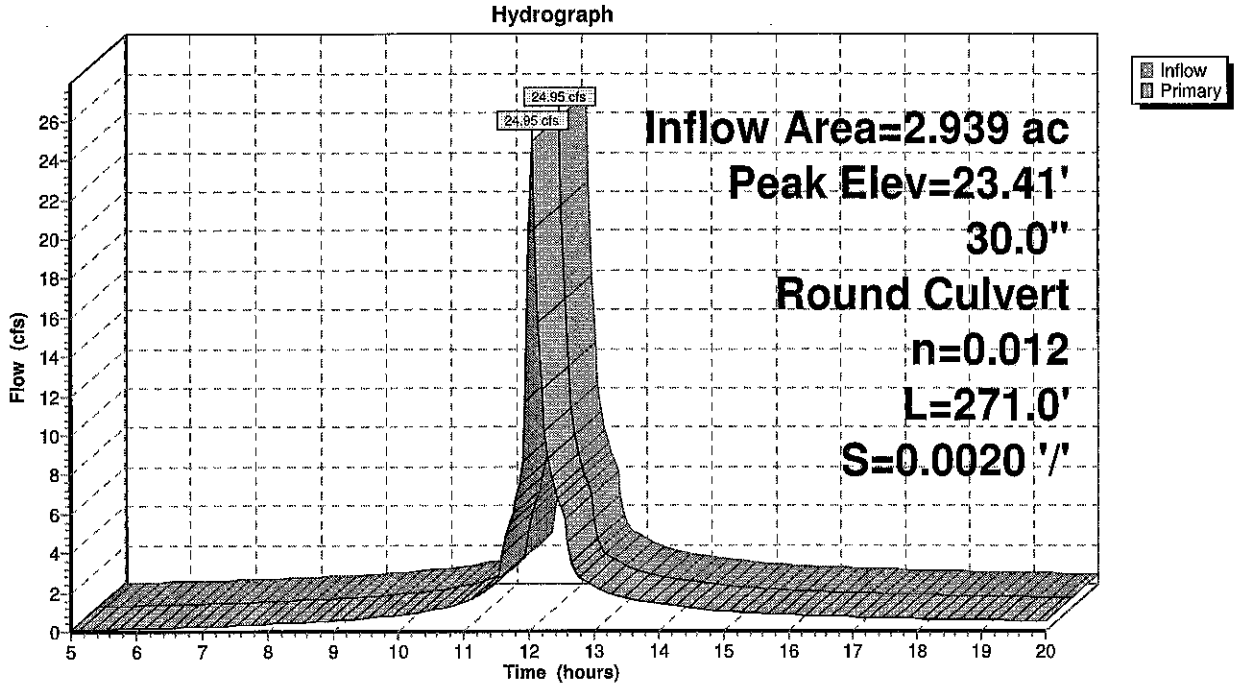
Inflow Area = 2.939 ac, 65.00% Impervious, Inflow Depth > 7.35" for 25-yr event
Inflow = 24.95 cfs @ 12.05 hrs, Volume= 1.800 af
Outflow = 24.95 cfs @ 12.05 hrs, Volume= 1.800 af, Atten= 0%, Lag= 0.0 min
Primary = 24.95 cfs @ 12.05 hrs, Volume= 1.800 af
Routed to Pond 4P : CI2

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 23.41' @ 12.05 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	19.99'	**30.0" Round RCP_Round 30"** L= 271.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 19.99' / 19.45' S= 0.0020 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 4.91 sf

Primary OutFlow Max=24.84 cfs @ 12.05 hrs HW=23.40' (Free Discharge)
└**1=RCP_Round 30"** (Barrel Controls 24.84 cfs @ 5.06 fps)

Pond 17P: CI4



Summary for Pond 18P: CI5

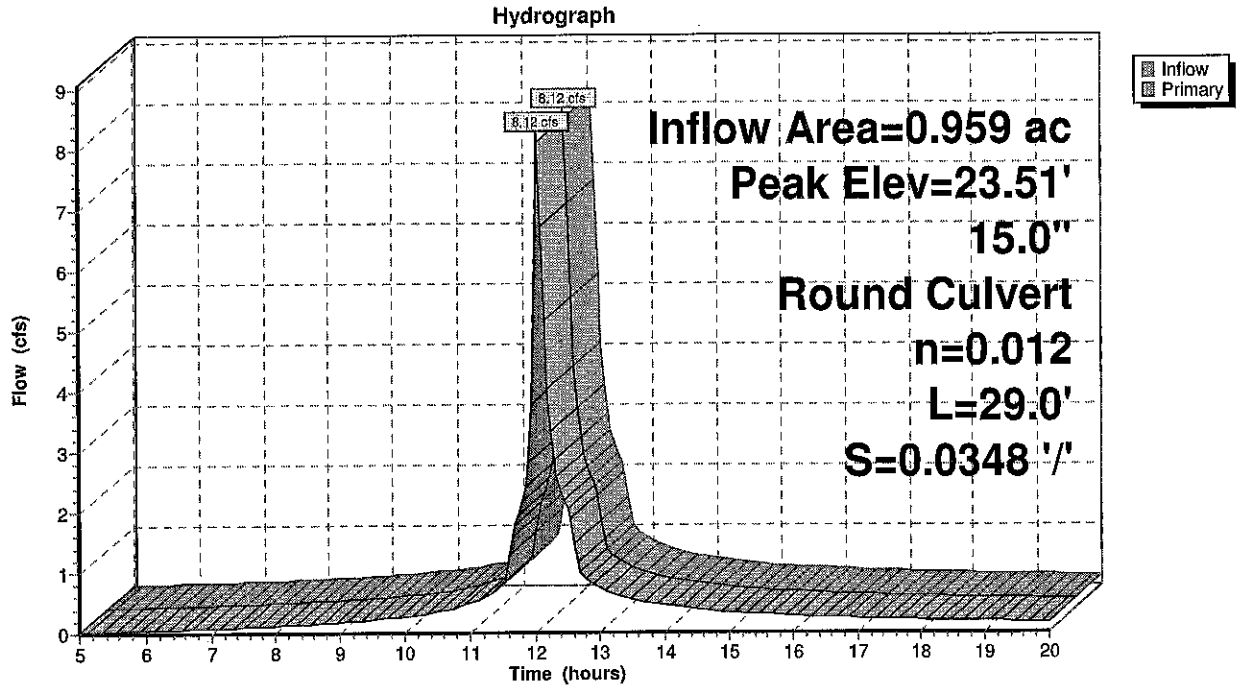
Inflow Area = 0.959 ac, 65.00% Impervious, Inflow Depth > 7.35" for 25-yr event
Inflow = 8.12 cfs @ 12.05 hrs, Volume= 0.587 af
Outflow = 8.12 cfs @ 12.05 hrs, Volume= 0.587 af, Atten= 0%, Lag= 0.0 min
Primary = 8.12 cfs @ 12.05 hrs, Volume= 0.587 af
Routed to Pond 17P : CI4

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 23.51' @ 12.05 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	21.00'	**15.0" Round RCP_Round 15"** L= 29.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 21.00' / 19.99' S= 0.0348 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 1.23 sf

Primary OutFlow Max=8.08 cfs @ 12.05 hrs HW=23.49' (Free Discharge)
└**1=RCP_Round 15"** (Inlet Controls 8.08 cfs @ 6.58 fps)

Pond 18P: CI5



Summary for Pond 19P: GI1

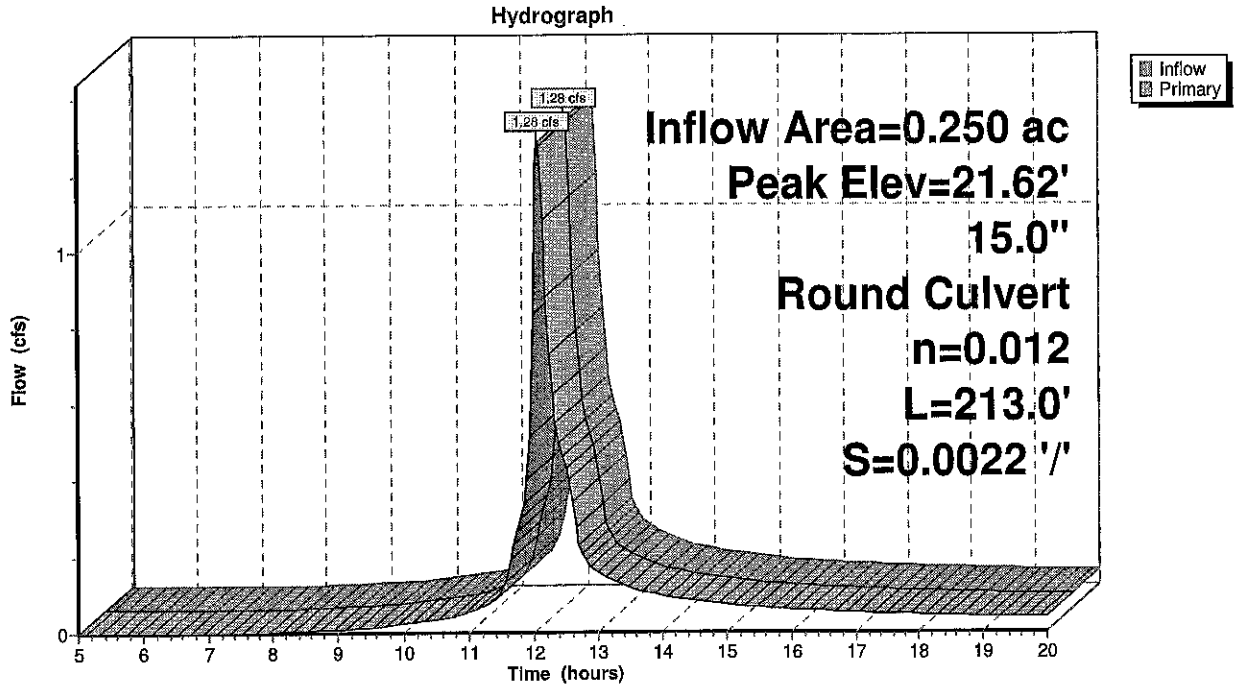
Inflow Area = 0.250 ac, 0.00% Impervious, Inflow Depth > 4.82" for 25-yr event
Inflow = 1.28 cfs @ 12.09 hrs, Volume= 0.100 af
Outflow = 1.28 cfs @ 12.09 hrs, Volume= 0.100 af, Atten= 0%, Lag= 0.0 min
Primary = 1.28 cfs @ 12.09 hrs, Volume= 0.100 af
Routed to Pond 15P : CI14

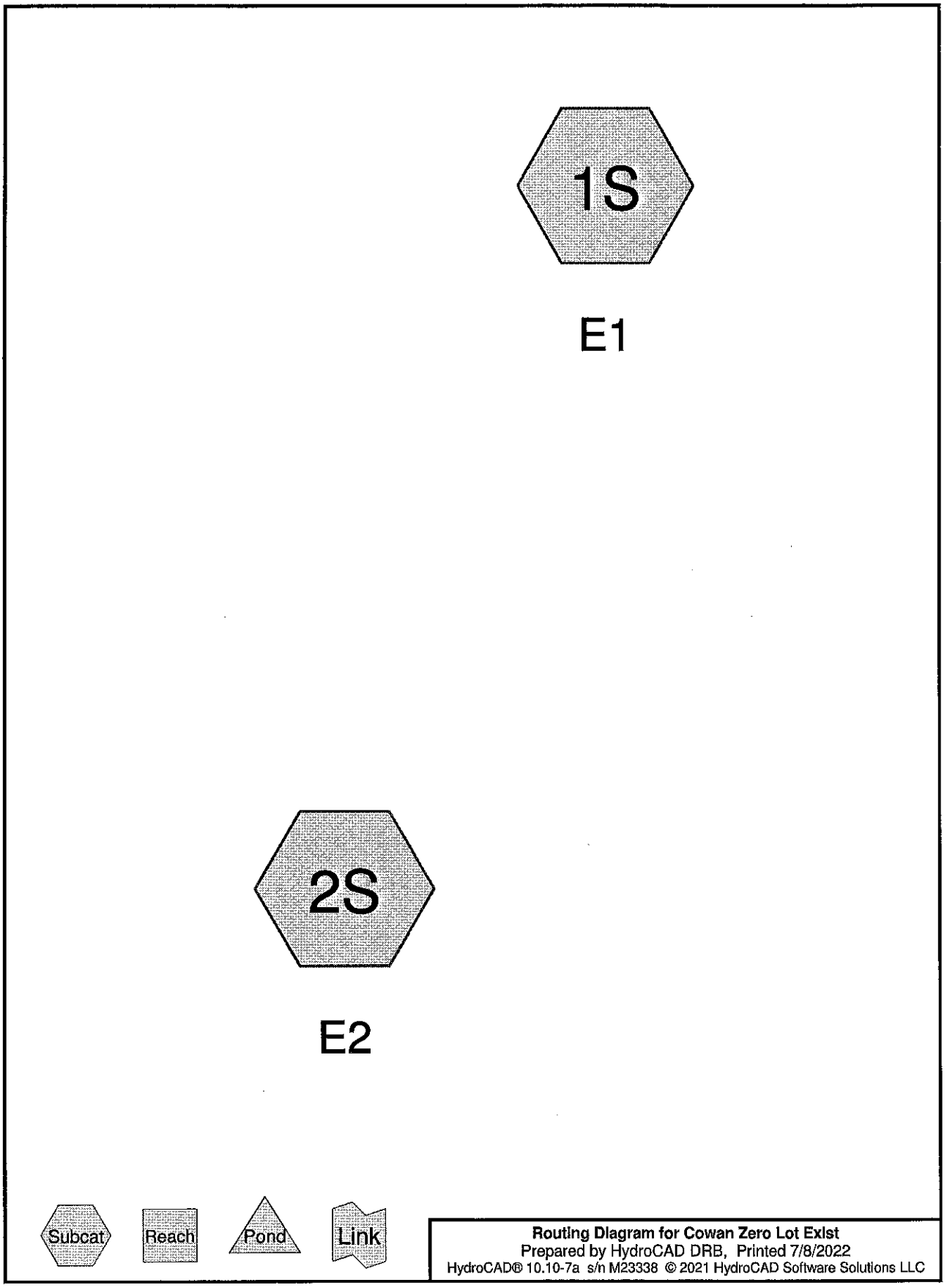
Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 21.62' @ 12.09 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	20.90'	**15.0" Round RCP_Round 15"** L= 213.0' RCP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 20.90' / 20.44' S= 0.0022 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished, Flow Area= 1.23 sf

Primary OutFlow Max=1.26 cfs @ 12.09 hrs HW=21.61' (Free Discharge)
└**1=RCP_Round 15"** (Barrel Controls 1.26 cfs @ 2.53 fps)

Pond 19P: GI1





Routing Diagram for Cowan Zero Lot Exist
Prepared by HydroCAD DRB, Printed 7/8/2022
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Rainfall Events Listing (selected events)

Event#	Event Name	Storm Type	Curve	Mode	Duration (hours)	B/B	Depth (inches)	AMC
1	25-yr	Long Beach 24-hr S1	25-yr	Default	24.00	1	10.90	2

Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
9.230	43	Woods/grass comb., Fair, HSG A (2S)
4.000	57	Woods/grass comb., Poor, HSG A (1S)
13.230	**47**	**TOTAL AREA**

Summary for Subcatchment 1S: E1

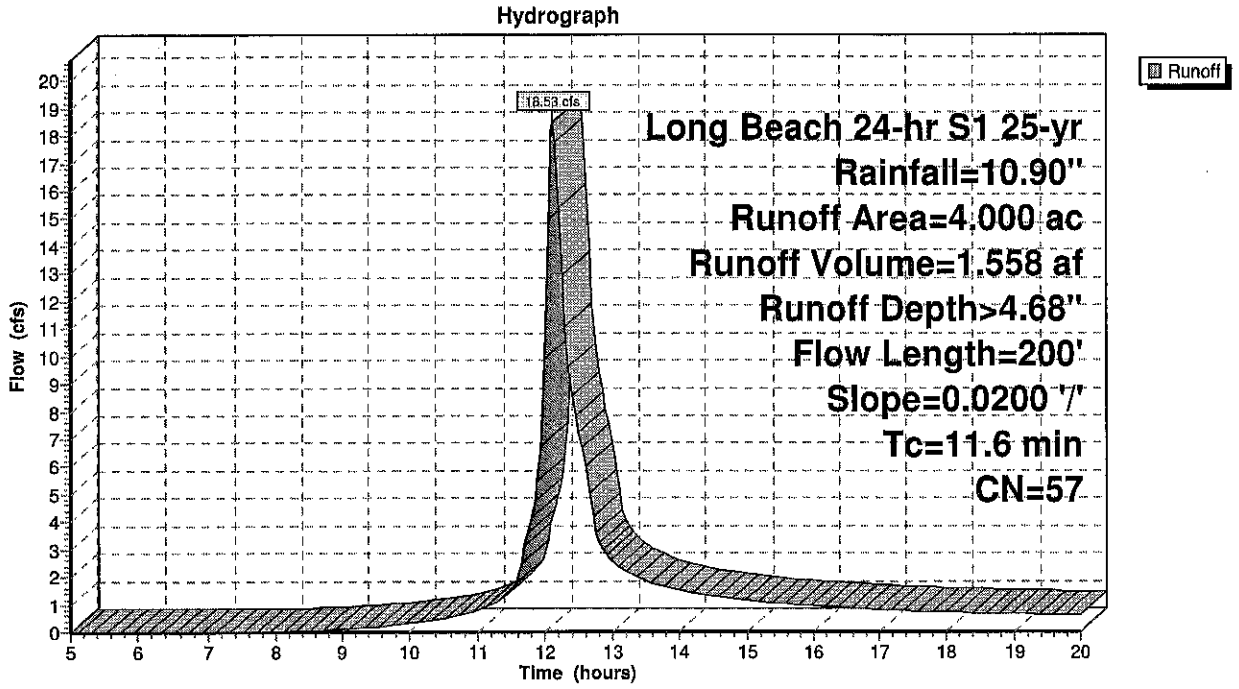
Runoff = 18.53 cfs @ 12.12 hrs, Volume= 1.558 af, Depth> 4.68"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 25-yr Rainfall=10.90"

Area (ac)	CN	Description
4.000	57	Woods/grass comb., Poor, HSG A
4.000		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
11.6	200	0.0200	0.29		**Lag/CN Method,**

Subcatchment 1S: E1



Summary for Subcatchment 2S: E2

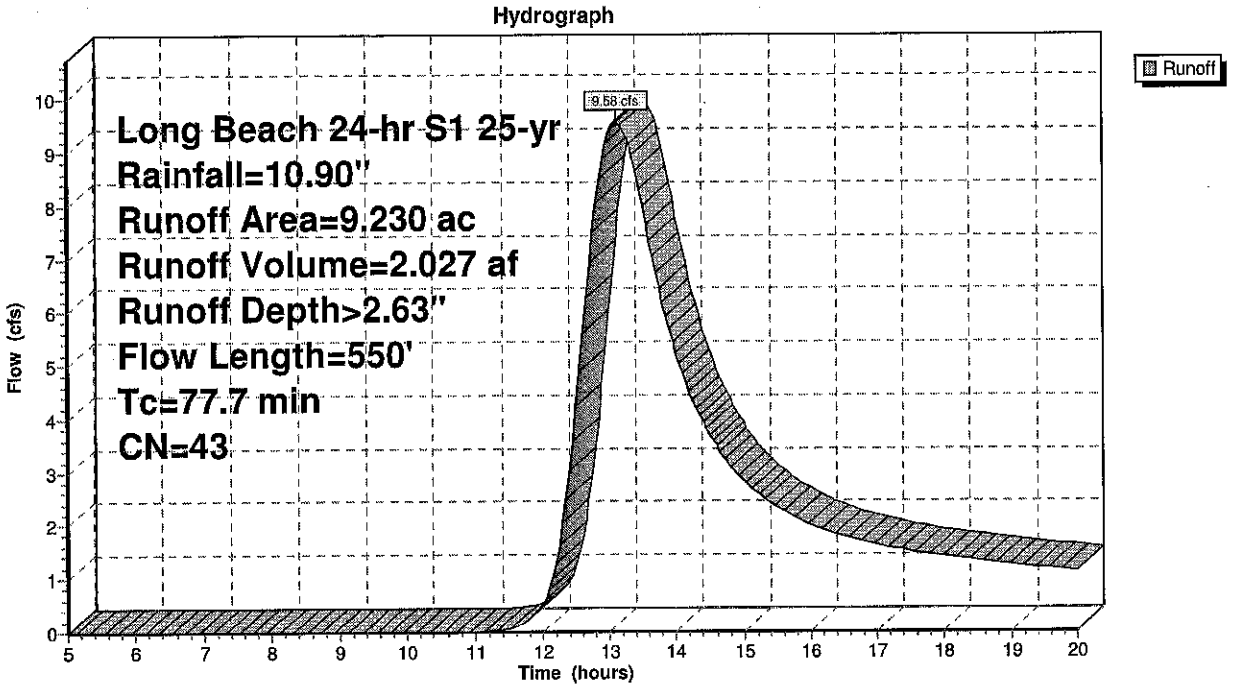
Runoff = 9.58 cfs @ 13.11 hrs, Volume= 2.027 af, Depth> 2.63"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Long Beach 24-hr S1 25-yr Rainfall=10.90"

Area (ac)	CN	Description
9.230	43	Woods/grass comb., Fair, HSG A
9.230		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
13.2	150	0.0200	0.19		**Lag/CN Method,**
64.5	400	0.0040	0.10		**Lag/CN Method,**
77.7	550	Total			

Subcatchment 2S: E2



J1 - GULFPORT DISTRICT
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INDEXING INSTRUCTION:
Situated in the Northeast 1/4 of the Southwest 1/4 of Section 31, Township 7, South, Range 10 West
Harrison County, Mississippi

SPECIAL WARRANTY DEED

NAME, ADDRESS AND PHONE NUMBER OF GRANTOR:
GRS Bacaro Corp.
c/o American Realty Advisors, LLC
Attention: David Hubbs
515 South Flower Street, 49th Floor
Los Angeles, California 90071
Residence Phone No.: None
Business Phone No.: (213) 233-5700

NAME, ADDRESS AND PHONE NUMBER OF GRANTEE:
C & G Holdings, LLC
Attn: Charles Gant
14397 Creosote Rd
Gulfport, MS 39503
Residence Phone No.: None
Business Phone No.: (228)206-5599

Return to:
Rudy Merab
First National Financial Title Services, LLC
3301 Windy Ridge Parkway, Suite 300
Atlanta, GA 30339
770-916-4354
File No. MS252109089R

2139641.v2

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 and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, GRS Bacaro Corp., a Michigan corporation, Grantor, does hereby grant, bargain, sell, convey and warrant specially to C & G Holdings, LLC, a Mississippi limited liability company, Grantee, all of Grantor's right, title and interest in and to the following described property, situated in the City of Gulfport, First Judicial District of Harrison County, Mississippi, to-wit (the "Property"):

A parcel of land situated in the City of Gulfport, First Judicial District of Harrison County, and the State of Mississippi, lying in part of the Northeast ¼ of the Southwest ¼ of Section 31, Township 7 South, Range 10 West, and being part of re-subdivision of unnamed parcel per instrument no. 2006-6616-D-Jl recorded July 27, 2006, of the land records of said Harrison County, Mississippi, and being more particularly described as follows:

Commencing at the intersection of the present Westerly Right-of-Way of Cowan Road with the Northerly margin of 5th Street; North 36 degrees 50 minutes 22 seconds East 29.71 feet along said Westerly Right-of-Way; thence North 01 degree 24 minutes 33 seconds West 115.58 feet along said Westerly Right-of-Way; thence North 01 degree 24 minutes 33 seconds West 65.01 feet to the beginning of a non-tangent curve, a radial line to said point bears South 88 degrees 35 minutes 38 seconds West; thence 385.55 feet along the arc of a curve to the right, with a radius of 2,791.94 feet, through a central angle of 7 degrees 54 minutes 44 seconds with a chord that bears North 2 degrees 33 minutes 00 seconds East a distance of 385.24 feet to a point of Non-Tangency, said point being the true point of beginning of the tract herein described; thence leaving said Westerly Right-of-Way, North 89 degrees 50 minutes 25 seconds West a distance of 232.23 feet; thence South 00 degrees 33 minutes 48 seconds East a distance of 428.16 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 22.58 feet; thence North 89 degrees 26 minutes 02 seconds West a distance of 86.44 feet; thence South 00 degrees 33 minutes 58 seconds West a distance of 160.98 feet to the Northerly margin of 5th Street, width varies, thence along said Northerly margin, North 89 degrees 50 minutes 28 seconds West a distance of 65.11 feet; thence leaving said Northerly margin, North 89 degrees 52 minutes 08 seconds West 295.30 feet; thence South 89 degrees 55 minutes 43 seconds West 187.96 feet; thence North 00 degrees 20 minutes 05 seconds West 417.81 feet; thence North 89 degrees 41 minutes 17 seconds West a distance of 417.67 feet; thence North 00 degrees 25 minutes 23 seconds East a distance of 357.95 feet; thence South 89 degrees 52 minutes 13 seconds East a distance of 1,110.75 feet; thence South 01 degree 46 minutes 38 seconds West a distance of 115.75 feet; thence South 89 degrees 50 minutes 25 seconds East a distance of 179.64 feet; thence South 05 degrees 23 minutes 00 seconds West a distance of 40.82 feet to a point of non-tangent curvature; a radial line to said point bears North 83 degrees 18 minutes 03 seconds West; thence 9.41 feet along the arc of a curve to the left, with a radius of 2,791.94 feet, through a central angle of 00 degrees 11 minutes 35 seconds, with a chord that bears South 06 degrees 36 minutes 09 seconds West a distance of 9.41 feet to the true point of beginning.

This conveyance is made subject to, and there is excepted from the warranty hereof, the following:

1. Any and all prior reservations or conveyances of oil, gas and other minerals in, on or under the Subject Property;

2. The lien of real property taxes not yet due and payable for 2022 and all subsequent years.

3. The impact of any federal, state, local and other laws, rules, regulations and ordinances, including without limitation, zoning ordinances.

4. Matters Appearing on plat recorded in Plat Book 606, page 105 and Book 709, page 199 of the official records of Harrison County.

Ad valorem taxes for the current year have been prorated between Grantor and Grantee on an estimated basis, and shall be paid by Grantor when due. When said taxes are actually determined, if the proration as of this date is incorrect, then Grantee agrees to pay Grantor any additional amounts due, and Grantor agrees to pay Grantee any amounts overpaid. Grantee assumes and agrees to pay ad valorem taxes for all subsequent years.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this instrument has been executed by Grantor on this the 1st day of April, 2022.

GRANTOR:

GRS BACARO CORP.,
a Michigan corporation

By: Thomas Sheehan
Name: Thomas Sheehan
Title: Vice-President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF MICHIGAN)SS
COUNTY OF WAYNE)

On April 1, 2022 before me, Nicole Simmons, Notary Public, personally appeared Thomas Sheehan who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Michigan that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Nicole Simmons
Notary Public of Michigan
Wayne County
Expires 08/30/2027
Acting in the County of Wayne

Signature

Nicole Simmons

This area for official notarial seal

DECLARATION OF

COVENANTS AND RESTRICTIONS

FOR

_____

STATE OF MISSISSIPPI
COUNTY OF

DECLARANT

_____

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
_____ SUBDIVISION

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EXHIBIT A - DESCRIPTION OF LAND INITIALLY COVERED BY DECLARATION
EXHIBIT B - CONSTRUCTION SPECIFICATIONS

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
_____ SUBDIVISION

STATE OF MISSISSIPPI

COUNTY OF _____

DATE OF SIGNING: _____

BE IT KNOWN, that on the date set forth above, this Declaration of Covenants and Restrictions (this **"Declaration"**) for the above-named subdivision of the Property (as defined below) is made by _____ (**"Declarant"**), a Mississippi limited liability company, by and through its duly authorized below-named representatives, who did depose and say that Declarant owns certain immovable property located in the above-named County and described in Exhibit A attached hereto together with the improvements thereon (collectively the **"Initial Property"**).

WHEREAS, Declarant desires to establish a general plan of development for the Property (defined below) and to provide for the operation, administration, and maintenance of the Property (defined below) or portions of the Property. Declarant deems it advisable to create a residential planned community on the Property, with a homeowners association to perform the functions and activities more fully described in this Declaration and the other Community Documents.

NOW THEREFORE Declarant hereby establishes and imposes the following building, use and subdivision restrictions and restrictive covenants as charges affecting the Property:

ARTICLE 1
DEFINITIONS

The terms used in this Declaration will generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms in this Declaration (including the capitalized terms used above) will be defined as set forth in this Article 1. Additional terms may be defined in the body of this Declaration.

Intentionally omitted.

1.2. "Additional Land" means immovable property which may be, following the recordation of this Declaration and as of the date of any identification of Additional Land, added to the Property and subjected to this Declaration by Declarant, as described in Section 15.5.2, or as otherwise permitted in Section 2.2.

1.3. "Architectural Reviewer" means the entity having jurisdiction over a particular application for architectural approval. During the Development Period, the Architectural Reviewer is Declarant, Declarant's designee, or Declarant's delegatee. Thereafter, the Board-appointed Architectural Control Committee is the Architectural Reviewer.

1.4. "Articles of Incorporation" or **"Articles"** means the Articles of Incorporation of the Association, as filed with the Secretary of State for the State of Mississippi, as amended from time to time.

1.5. "Assessment" means any charge levied against a Lot or Owner by the Association, pursuant to this Declaration, any other Community Documents or law of the State of Mississippi.

1.6. "Association" means the _____ ASSOCIATION, INC., a Mississippi not-for-profit corporation, its successors and assigns, whose members are the Owners, and who is responsible for maintaining the Common Area of those portions of the Property in _____ Subdivision designated as residential on the Initial Plat and enforcing this Declaration in accordance with the terms and provisions of this Declaration. The Association is an association of Owners of all Lots in the Property serving as a "homeowners association Said Association may be set up in the future.

1.7. "Board" means the Board of Directors of the Association.

1.8. "Builder" means any Person, other than Declarant or a Declarant Affiliate, who purchases: (i) one (1) or more Lots for the purpose of constructing Improvements for later sale to consumers, or (ii) parcels of land within the Property for further subdivision, development, and/or resale in the ordinary course of such Person's business. A Builder ceases to be a "Builder" as to a particular Lot if the Builder (or a Person authorized by Builder) occupies improvements constructed on that Lot as a residence; the Builder's status as a "Builder" continues with respect to any other: (a) Lots purchased for the purpose of constructing Improvements for later sale to consumers and which do not have improvements constructed thereon occupied by a Person as a residence, or (b) parcels of land purchased within the Property for further subdivision, development, and/or resale in the ordinary course of such Person's business and which do not have improvements constructed thereon which are occupied by a Person as a residence.

1.9. "Bylaws" means the Bylaws of the Association, as amended from time to time.

1.10. "Common Area" means portions of immovable property and improvements thereon that are owned and/or maintained by the Association, and as the term is defined in Section 1141.2(2) of the Act.

1.11. "Community Documents" means, singly or collectively as the case may be, this Declaration, the subdivision Plat, the Bylaws of the Association, the Association's Articles of Incorporation, and any rules of the Association, as any of these may be amended from time to time.,

1.12. "Declarant" means _____ which is developing the Property, or the successors and assigns of _____., which are designated a Successor Declarant by _____., or by any such successor and assign, in a recorded document, executed by both Declarant and Successor Declarant in the case of a voluntary assignment. In executing this instrument, Declarant is the appearer.

1.13. "Declarant Affiliate" means a Person (other than Declarant) that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control, with Declarant. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Declarant, whether through the ownership of voting securities, by contract or otherwise.

1.14. "Declaration" means this document, as it may be amended from time to time.

1.15. "Development Period" means that period of time during which Declarant has certain rights pursuant to this Agreement, such as rights relating to governance, architectural control, development, construction, expansion, and marketing of the Property. The Development Period is for a term of years and does not require that Declarant own land described in Exhibit A or any Additional Land. The duration of the Development Period will be from the date this Declaration is recorded until the later of (1) 20 years after this Declaration is recorded, or (2) 60 days after title to one hundred percent (100%) of the Lots that may be created in the Property (including without limitation any and all Additional Land) have been improved with dwellings and conveyed to Owners other than Declarant, a Declarant Affiliate, or Builders. Notwithstanding the foregoing, Declarant may voluntarily terminate the Development Period with a written notice executed by Declarant and recorded in the conveyance records of the County

1.16. "Governmental Authority" means any, each and all of the following: (a) the United States of America, (b) the State of Mississippi, (c) any other State of the United States of America, (d) any

political subdivision of any of the foregoing, (e) any agency, department, commission, board or bureau of any of the foregoing, and (f) any county, municipality, tribunal, instrumentality or court having jurisdiction over _____ Subdivision or any of the uses that may be made of Lots or other portions of _____ Subdivision .

1.17. "Lot" means a portion of the Property intended for independent ownership and residential use,. As a defined term, "Lot" does not refer to Common Areas, even if platted and numbered as a lot. Where the context indicates or requires, "Lot" includes all improvements thereon and any portion of a right-of-way that customarily is used exclusively by and in connection with the Lot.

1.18. "Member" means a Person entitled to membership in an Association, as provided in Section 7.2, with voting rights as set forth in Section 7.3. A Member will also mean an Owner. If multiple Persons own a Lot, the Owners of that Lot will, collectively, constitute one (1) Member as Owner of that Lot.

1.19. "Owner" means a holder of recorded fee simple title to a Lot. Every Owner is a Member.

1.20. "County" means the county in which the Property is located.

1.21. "Person" means any natural person, corporation, limited liability company, partnership, trustee, joint venture, association, joint stock company, trust, unincorporated organization, Governmental Authority, government or any agency or political subdivision of a Governmental Authority, or any other form of entity.

1.22. "Plat" means all subdivision plats, singly and collectively, recorded in the conveyance records of the above-named County, pertaining to the Property, including all dedications, limitations, restrictions, servitudes, notes, and reservations shown on the plat, as it may be amended from time to time.

1.23. "Property" and "**_____ SUBDIVISION" and "the Subdivision"** all mean and include the land described in Exhibit A of this Declaration together with all Additional Land, and includes every Lot and any Common Area thereon and all improvements, servitudes, easements, rights, and appurtenances to the said Common Area, all of which are subject to this Declaration. The Property (i.e., _____ **SUBDIVISION**) is a "residential planned community" Whenever a situation arises where it is necessary or otherwise relevant to identify the Property, the Property at the time of such identification will include: (a) the land described on Exhibit A of this Declaration; (b) all Additional Land added to the Property at that time of such identification of the Property as provided in Section 15.5.2, or as otherwise permitted in Section 2.2; and (c) every Lot and any Common Area thereon and all improvements, servitudes, easements, rights, and appurtenances to the said Common Area, as of the time of such determination. All references to Property in this Declaration will always be interpreted as including the Additional Land added to the Property at that time of such identification of the Property as provided in Section 15.5.2, or as otherwise permitted in Section 2.2.

1.24. "Unilaterally" means that the Declarant may take the authorized action without the consent, approval, vote, or joinder of any other person, such as Owners, mortgagees, and the Association.

ARTICLE 2
THE PROPERTY

2.1. GENERAL PROVISIONS. The terms of this Declaration constitute building restrictions, covenants and real rights running with the Property, which will run with title to the Property and will be binding on the Property and on all parties having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns, and all parties claiming under them. The Property will be held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to this Declaration, even if the Declaration is not specifically referred to in the instrument of sale, transfer, lease or encumbrance.

2.2. ADDITIONAL PROPERTY. Additional immovable property may be annexed to the Property and subjected to the Declaration and the jurisdiction of the Association on approval of Owners

representing at least twothirds of the Lots in the Property, or, during the Development Period, by Declarant as permitted in Article 15. Annexation of additional property is accomplished by recording a supplemental declaration, or amendment of annexation, including an amendment of Exhibit A, in the conveyance records of the County.

2.3 ADJACENT LAND USE. The Association and Declarant make no representation of any kind as to the current or future uses, actual or permitted, of any land that is adjacent to or near the Property, regardless of what the Plat shows as potential uses of adjoining land.

ARTICLE 3
PROPERTY SERVITUDES AND RIGHTS

3.1 DECLARANT RIGHTS. A number of provisions in the Declaration are modified by Declarant's rights and reservations under the Declaration during the Development Period. These rights and reservations are found in Article 15 of this Declaration, which controls over anything to the contrary elsewhere in this Declaration.

3.2 OWNER'S RIGHT TO BUILD. That a Lot remains vacant and unimproved for a period of years, even decades, does not diminish the right of the Owner to construct improvements on the Lot, nor does a vacant Lot enlarge the rights of Owners of neighboring Lots, who may have become so accustomed to the open space that they expect it to remain unimproved forever.

3.3. ASSOCIATION'S ACCESS SERVITUDE. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, grants to the Association a servitude of access and entry over, across, under, and through the Property, including without limitation all Common Areas and the Owner's Lot and all improvements thereon - for the below-described purposes.

3.3.1. Purposes. Subject to the limitations stated below, the Association may exercise this servitude of access and entry for the following express purposes:

a. To inspect the property for compliance with maintenance and architectural standards.

b. To perform maintenance that is permitted or required of the Association by the Community Documents or by applicable law.

c. To perform maintenance that is permitted or required of the Owner by the Community Documents or by applicable law, if the Owner fails or refuses to perform such maintenance.

d. To enforce architectural standards.

e. To enforce use restrictions.

f. The exercise of self-help remedies permitted by the Community Documents or by applicable law.

g. To enforce any other provision of the Community Documents.

h. To respond to emergencies.

i. To grant servitudes to utility providers as may be necessary to install, maintain, and inspect utilities serving any portion of the Property.

j. To perform any and all functions or duties of the Association as permitted or required by the Community Documents or by applicable law.

3.3.2. Limitations. If the exercise of this servitude requires entry onto an Owner's Lot, including into an Owner's fenced yard, the entry will be during reasonable hours and after notice to the Owner. This Subsection does not apply to situations that - at time of entry - are deemed to be emergencies that may result in imminent damage to or loss of life or property. In exercising this servitude on an Owner's Lot, the Association is not liable to the Owner for trespass.

3.4. SECURITY. The Association may, but is not obligated to, maintain or support certain activities within the Property designed to improve safety in or on the Property. Each Owner and resident acknowledges and agrees, for himself and his guests, that Declarant, the Association, and their respective directors, officers, committees, agents, and employees are not providers, insurers, or guarantors of security within the Property. Each Owner and resident acknowledges and accepts his sole responsibility to provide security for his own person and property and assumes all risks for loss or damage to the same. Each Owner and resident acknowledges and agrees that Declarant, the Association, and their respective directors, officers, committees, agents, and employees may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

ARTICLE 4
COMMON AREA

4.1. OWNERSHIP. The designation of immovable property as a Common Area is determined by the Plat and this Declaration, and not by the ownership of the property. At its expense, Declarant may install, construct, or authorize certain improvements on Common Areas in connection with the initial development of the Property. Thereafter, all costs attributable to Common Areas, such as maintenance, property taxes, insurance, and enhancements, are automatically the responsibility of the Association, regardless of the nature of title to the Common Areas, unless this Declaration elsewhere provides for a different allocation for a specific Common Area.

4.2. ACCEPTANCE. By accepting an interest in or title to a Lot, each Owner is deemed (1) to accept the Common Area of the Property, and any improvement thereon, in its then-existing "AS IS" condition; (2) to acknowledge the authority of the Association, acting through its Board, for all decisions pertaining to the Common Area; (3) to acknowledge that transfer of a Common Area's title to the Association by or through the Declarant is a ministerial task that does not require acceptance by the Association; and (4) to acknowledge the continuity of maintenance of the Common Area, regardless of changes in the Association's Board or management.

4.3. COMPONENTS. The Common Area of the Property consists of the following components on or adjacent to the Property, even if located on a Lot or a public right-of-way:

a. all of the Property, save and except the Lots;

b. any area shown on the Plat as a Common Area or an area to be maintained by the Association;

c. the entry feature, screening feature, and sign monument - if any;

d. any modification, replacement, or addition to any of the above-described areas and improvements; and

e. movable property owned by the Association, such as books and records, office equipment, and supplies.

4.4. LIMITED COMMON AREA. If it is in the best interest of the Association, a portion of the Common Area may be licensed, leased, or allocated to one or more Lots for their sole and exclusive use, as a limited Common Area (**"Limited Common Area"**), whether or not the area is so designated on the Plat. Inherent in the limiting of a Common Area, maintenance of the Limited Common Area becomes the

responsibility of the Owner, rather than the Association. For example, a Common Area that is difficult to access and maintain except via the adjoining Lot might be a candidate for Limited Common Area.

ARTICLE 5
ARCHITECTURAL COVENANTS

5.1. PURPOSE. Because the Lots are part of a single, unified community, this Declaration creates rights to regulate the design, use, and appearance of the Lots and Common Areas in order to preserve and enhance the Property's value and architectural harmony. One purpose of this Article is to promote and ensure the level of taste, design, quality, and harmony by which the Property is developed and maintained. Another purpose is to prevent improvements and modifications that may be widely considered to be radical, curious, odd, bizarre, or peculiar in comparison to then existing improvements. A third purpose is to regulate the appearance of every aspect of proposed or existing improvements on a Lot. During the Development Period, a primary purpose of this Article is to reserve and preserve Declarant's right of architectural control.

5.2. ARCHITECTURAL CONTROL DURING THE DEVELOPMENT PERIOD. During the Development Period, neither the Association, the Board, nor a committee appointed by the Association or Board (no matter how the committee is named) may involve itself with the approval of new improvements on vacant Lots. During the Development Period, the Architectural Reviewer for new improvements on vacant Lots is the Declarant or its delegatees.

5.2.1. Declarant's Rights Reserved. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees that Declarant has a substantial interest in ensuring that the improvements within the Property enhance Declarant's reputation as a community developer and do not impair Declarant's ability to sell homes constructed within the Property. Accordingly, each Owner agrees that, during the Development Period, no improvements will be started or progressed on Owner's Lot without the prior written approval of Declarant, which approval may be granted or withheld at Declarant's sole discretion. In reviewing and acting on an application for approval, Declarant may act solely in its self-interest and owes no duty to any other person or any organization. Declarant may designate one or more persons from time to time to act on its behalf in reviewing and responding to applications.

5.2.2. Delegation by Declarant. During the Development Period, Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights under this Article to (a) a modifications or architectural committee appointed by Declarant or by the Board, (b) a modifications or architectural committee elected by the Members, or (c) a committee comprised of architects, engineers, or other persons who may or may not be Members. Any such delegation must be in writing and must specify the scope of delegated responsibilities. At all times during the Development period, Declarant may Unilaterally do any of the following, one or more times, to-wit: (i) revoke such delegation at any time and reassume jurisdiction over the matters previously delegated, and (ii) veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason.

5.3. ARCHITECTURAL CONTROL BY ASSOCIATION. Unless and until such time as Declarant delegates all or a portion of its reserved rights to the Architectural Control Committee (the **"ACC"**), or the Development Period is terminated or expires, the Association has no jurisdiction over architectural matters. On termination or expiration of the Development Period, or earlier if delegated in writing by Declarant, the Association, acting through the ACC, will assume jurisdiction over architectural control; during the Development Period, any such assumption of jurisdiction by the Association will be subject to Declarant's rights as provided in the last sentence of Section 5.2.2.

5.3.1. The ACC is an agency, department or division of the Association, and has the right (after expiration of the Development Period, or earlier if delegated in writing by Declarant) to exercise control over all construction within the Property and review all modifications to structures and Improvements, including but not limited to painting, renovations, and landscaping. Notwithstanding any inference to the contrary, during the Development Period the ACC will be appointed by Declarant unless Declarant expressly waives in writing its right to appoint the ACC; any such waiver may be thereafter revoked by Declarant and in the event of any such revocation, Declarant may dismiss the members of the

ACC at that time and appoint other members of the ACC. The ACC will consist of three (3) members. Should such Board wish to declare that there be an increase in the number of members serving on the ACC, it may do so at a regularly called meeting of the Board, except that during the Class B Control Period, no change in the members of the ACC may be made by the Board without the approval of Declarant. The members of the ACC need not be Members or representatives of Members, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, will be established from time to time by the Board. The Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. In addition, the ACC may, with the prior approval of the Board, retain architects, engineers or other professionals to assist in the review of any application and the Association may charge any fees incurred for such assistance to the applicant. The ACC may also establish a Modifications Committee, with the approval of the Board, to review and approve any proposed modifications of Property.

5.3.2. The professionals and staff assisting the ACC may be paid reasonable compensation for service on the ACC, as determined from time to time by the Board. All members of the ACC will be reimbursed by the Association for their respective expenses incurred in furtherance of the authorized activities of the ACC, subject to review and approval by the Board. All members of the ACC may be paid compensation for their time and efforts in serving on the ACC if such compensation is approved and authorized by the Board.

5.3.3. The Association will be responsible for all reasonable costs of operation of the ACC. Each Owner submitting plans for the construction or modification of Improvements on any Lot will submit with such plans a payment of Three Hundred Dollars ($300) as a nonrefundable **"Review Fee"**, and that payment will be made to the Association. The standard Review Fee will be used by the Association to defray the costs and expenses incurred by the ACC and the fees and compensation paid, if any, to staff, other professionals and members of the ACC. From time to time, the Board, in its sole discretion, may increase or decrease the amount of the standard Review Fee, but in no event will the standard Review Fee charged in any one (1) calendar year exceed 110% of the standard Review Fee charged during the preceding calendar year; further, the Board in any one situation may waive or reduce the standard Review Fee. Should the ACC reject, and/or require modifications or changes, to any plans and/or specifications due to deviations in said plans or specifications from the Community Documents, then and in that event the Owner who submitted said plans and specifications will pay another review fee of Three Hundred Dollars ($300) (or such amount as the said Review Fee may have been increased to by the Board). When an Owner resubmits revised plans and specifications, the Board or the ACC will have the discretion to waive any such additional review fees if, in its sole discretion, it determines that the deviations from the Community Documents were not significant. During the Development Period and prior to any delegation by Declarant to the ACC of rights reserved to Declarant under Section 5.2 of this Declaration, Declarant may, in its discretion, require an Owner to pay the same Review Fee which the ACC will have a right to collect if and when the ACC is delegated the right to approve plans for the construction or modification of improvements on Lots.

5.3.4. The ACC may employ personnel or contract with individuals or companies as necessary to assist in the review process, as authorized pursuant to the budget for the ACC, as established by the Board. All such personnel, individuals and/or companies employed or contracted with by the ACC will be considered as employees and/or independent contractors of the Association.

5.3.5. The ACC is authorized to adopt rules and procedures and to adopt, from time to time, amendments to said rules and procedures for the conduct of its business, consistent with the provisions of this Declaration. Any Owner will be provided with a copy of such rules and procedures within fifteen (15) days of submission of a written request to the Board.

5.4. **LIMITS ON LIABILITY**. The Architectural Reviewer has sole discretion with respect to taste, design, and all standards specified by this Article. The Architectural Reviewer and each of its members has no liability for decisions made in good faith by the Architectural Reviewer and which are not arbitrary or capricious. The Architectural Reviewer is not responsible for: (1) errors in or omissions from the plans and specifications submitted to the Architectural Reviewer, (2) supervising construction for the Owner's compliance with approved plans and specifications, or (3) the compliance of the Owner's plans and specifications with governmental codes and ordinances, state and federal laws.

5.5. PROHIBITION OF CONSTRUCTION, ALTERATION AND IMPROVEMENT. Without the Architectural Reviewer's prior written approval, a person may not construct a dwelling or make an addition, alteration, improvement, installation, modification, redecoration, or reconstruction of or to the Property or to a building (including without limitation dwellings) on the Property, if the proposed dwelling or any addition, alteration, improvement, installation, modification, redecoration, or reconstruction, will be visible from a street, another Lot, or the Common Area. Any construction, addition, alteration, improvement, installation, modification, redecoration, or reconstruction of or to the Property or to a building (including without limitation dwellings) must be in accordance with the construction specifications described in Exhibit B. The Architectural Reviewer has the right but not the duty to evaluate every aspect of construction, landscaping, and property use that may adversely affect the general value or appearance of the Property.

5.6. ARCHITECTURAL APPROVAL. To request architectural approval, an Owner must make written application to the Architectural Reviewer and submit 2 identical sets of plans and specifications showing the nature, kind, shape, color, size, materials, and locations of the work to be performed. In support of the application, the Owner may but is not required to submit letters of support or non-opposition from Owners of Lots that may be affected by the proposed change. The application must clearly identify any requirement of this Declaration for which a variance is sought. The Architectural Reviewer will return one set of plans and specifications to the applicant marked with the Architectural Reviewer's response, such as "Approved," "Denied," or "More Information Required." The Architectural Reviewer will retain the other set of plans and specifications, together with the application, for the Architectural Reviewer's files. Oral approval by an Architectural Reviewer, the Declarant, an Association director or officer, a member of the ACC, or the Association's managing agent does not constitute architectural approval by the appropriate Architectural Reviewer, which must be in writing.

5.6.1. Deemed Approval. The applicant may presume that his request has been approved by the Architectural Reviewer (a) if the applicant has not received the Architectural Reviewer's written response - approving, denying, or requesting additional information - within 60 days after delivering his complete application to the Architectural Reviewer, and (b) if the proposed improvement or modification strictly conforms to requirements and construction specifications contained in this Declaration and in any design guidelines for the Property in effect at the time of application. If those conditions are satisfied, the Owner may proceed with the improvement, provided he adheres to the plans and specifications which accompanied his application, and provided he initiates and completes the improvement in a timely manner. In exercising deemed approval, the burden is on the Owner to document the Architectural Reviewer's actual receipt of the Owner's complete application. Under no circumstance may approval of the Architectural Reviewer be deemed, implied, or presumed for an improvement or modification that would require a variance from the requirements and construction specifications contained in this Declaration and in any design guidelines for the Property in effect at the time of application.

5.6.2. Building Permit. If the application is for work that requires a building permit from a governmental body, the Architectural Reviewer's approval is conditioned on the issuance of the appropriate permit. The Architectural Reviewer's approval of plans and specifications does not mean that they comply with the requirements of the governmental body. Alternatively, governmental approval does not ensure Architectural Reviewer approval.

5.6.3. Declarant Approved. Notwithstanding anything to the contrary in this Declaration, any improvement to the Property made or approved by Declarant during the Development Period is deemed to have been approved by the Architectural Reviewer.

ARTICLE 6
USE RESTRICTIONS

6.1. VARIANCE. The use of the Property is subject to the restrictions contained in this Article, and subject to rules adopted pursuant to this Article. The Declarant, during the Development Period, or the Board, thereafter, may grant a variance or waiver of a restriction or rule on a case-by-case basis when unique circumstances dictate and may limit or condition its grant. To be effective, a variance must be in writing. The grant of a variance does not effect a waiver or estoppel of the right to deny a variance

in other circumstances. Approval of a variance or waiver may not be deemed, implied, or presumed under any circumstance.

6.2. LIMITS TO RIGHTS. No right granted to an Owner by this Article or by any provision of the Community Documents is absolute. The Community Documents grant rights with the expectation that the rights will be exercised in ways, places, and times that are customary for the neighborhood. This Article and the Community Documents as a whole do not try to anticipate and address every creative interpretation of the restrictions. The rights granted by this Article and the Community Documents are at all times subject to the Board's determination that a particular interpretation and exercise of a right is significantly inappropriate, unattractive, or otherwise unsuitable for the neighborhood, and thus constitutes a violation of the Community Documents. In other words, the exercise of a right or restriction must comply with the spirit of the restriction as well as with the letter of the restriction.

6.3. ASSOCIATION'S RIGHT TO PROMULGATE RULES. The Association, acting through its Board, is granted the right to adopt, amend, repeal, and enforce reasonable rules, and penalties for infractions of the adopted rules, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property.

6.4. ANIMAL RESTRICTIONS. No animal, bird, fish, reptile, or insect of any kind may be kept, maintained, raised, or bred anywhere on the Property for any commercial purpose or for food. The only animals permitted on the Property are customary domesticated household pets, which may be kept subject to rules adopted by the Board. Pets must be kept in a manner that does not disturb the peaceful enjoyment of residents of other Lots.

6.5. ANNOYANCE. No Lot or Common Area may be used in any way that: (a) may reasonably be considered annoying to neighbors; (b) may be calculated to reduce the desirability of the Property as a residential neighborhood; (c) may endanger the health or safety of residents of other Lots; (d) may result in the cancellation of insurance on the Property; (e) that displays any item that is deemed patently offensive in the sole discretion of the Board; or (f) violates any law. The Board has the sole authority to determine what constitutes an annoyance.

6.6. APPEARANCE. Both the Lot and the dwelling must be maintained in a manner so as not to be unsightly when viewed from the street or neighboring Lots. The Architectural Reviewer is the arbitrator of acceptable appearance standards.

6.7. ARTIFICIAL VEGETATION. Artificial grass, plants or other artificial vegetation must not be placed or maintained upon the exterior portion of any Lot unless approved by the Board.

6.8. BUSINESS USE. A resident may use a dwelling for business uses, such as telecommuting, personal business, and professional pursuits, provided that: (a) the uses are incidental to the primary use of the dwelling as a residence; (b) the uses conform to applicable governmental ordinances; (c) the uses do not entail visits to the Lot by employees or the public in quantities that materially increase the number of vehicles parked on the street; and (d) the uses do not interfere with the residential use and enjoyment of neighboring Lots by other residents.

6.9. DECLARANT RIGHTS. Declarant has reserved a number of rights to use the Property in ways that are not available to other Owners and residents, as provided in Article 15 of this Declaration. Declarant's exercise of any right granted to it during the Development Period that appears to violate a rule adopted by the Association or a use restriction included in this Article 6 does not constitute waiver or abandonment of the rule or use restriction by the Association as applied to Owners other than Declarant.

6.10. EQUIPMENT, STRUCTURES AND PERSONAL PROPERTY. Except as provided in Section 6.41, sports or play equipment, or other items of personal property on any lot must be placed and remain behind the rear elevation of the dwelling and must be in compliance with Section 6.40.

6.11. DRAINAGE. No person may interfere with the established drainage pattern over any part of the Property unless an adequate alternative provision for proper drainage has been approved by the Board.

6.12. FENCES. All fences must be maintained and kept in good repair so as not to detract from the appearance of the development. This Section is subject to the Architectural Reviewer's right to adopt additional or different specifications for construction or reconstruction of fences. Fences must be made of masonry, wood, or other Architectural Reviewerapproved material and may not exceed 6 feet. Any portion of a fence that faces a street, alley, or Common Area must have a "finished side" appearance. Retaining walls must be constructed entirely with Architectural Reviewerapproved materials, however railroad ties may not be used for a retaining wall visible from a street. Fences may not be constructed between a dwelling's front building line and the street. The use of barbed wire and chain link fencing is prohibited. The use or application of a stain that cures in a solid color or paint is prohibited. Wood fences may be left in their natural state. No wood fence may be stained to alter the fence color from a natural wood color. Without prior approval of the Architectural Reviewer, clear sealants may be applied. For lots adjacent to the lake/pond on its rear dimension, on said dimension, fencing is required extending six feet on the side dimension from the pond/lake; aluminum or iron fencing, black in color, is required 4 feet on the rear dimension from the corner common to the side dimension; the side dimension fence tapering down to 4 feet to meet the rear four foot fence.

6.13. GARAGES. Garage doors must be kept closed, except when vehicles are entering or leaving the Garage. No Garage intended for, or used for, a recreational vehicle, camper, motor home or similar vehicle will be permitted unless specifically approved by the Architectural Control Committee, after submission by homeowner of plans and specifications that must be consistent with the subdivision standards and aesthetic qualities. Such vehicles may be kept on the Lot by an owner only if such a vehicle remains in an approved permitted garage.

6.14 MOVABLE STRUCTURES AND OUTBUILDINGS. No structure or any type, dwelling or otherwise, may be moved onto any Lot in the development except as expressly approved by the Board. Outbuildings must be installed in the rear yard behind an approved fence. Metal buildings are prohibited.

6.15. NOISE AND ODOR. A resident must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb or annoy residents of neighboring Lots. The rules may prohibit the use of noise-producing security devices.

6.16. OCCUPANCY. Other than the completed principal dwelling, no thing or structure on a Lot may be occupied as a residence at any time by any person. This provision applies, without limitation, to the garage, mobile homes, campers, and storage sheds.

6.17. RESIDENTIAL USE. The use of a Lot (other than a Lot designated on a Plat for use as a park, or other Common Area) is limited exclusively to residential purposes or any other use expressly permitted by this Declaration, including limited business uses described above.

6.18. SCREENING. An Owner may be required to screen anything determined by the Architectural Reviewer to be unsightly or inappropriate for a residential subdivision. Screening may be achieved with fencing or with plant material, such as trees and bushes, or any combination of these. If plant material is used, a reasonable period of time is permitted for the plants to reach maturity as an effective screen. As used in this Section 6.18, **"screened from view"** refers to the view of a person in a passenger vehicle driving on a street or alley, or the view of a person of average height standing in the middle of a yard of an adjoining Lot.

6.19. TANKS. No tanks of any kind (including tanks for storage of fuel) may be erected, placed or maintained on any Lot unless such tanks are buried underground. Propane or similar fuel tanks with capacities of ten (10) gallons or less are allowed.

6.20. TELEVISION/SATELLITE DISHES. No television antenna, receiving "dish", radio receiver or sender or other similar device shall be attached to or installed on any Lot or structure within the Subdivision except in compliance with this Section 6.20. Each resident of the Subdivision will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic,

electronic, microwave, cable, or satellite reception on the Subdivision. Antennas, satellite or microwave dishes, and receiving or transmitting towers that are visible from a street or from another Lot are prohibited within the Property, with the exception of an Antenna (as defined below) which are permitted if located (a) inside the structure (such as in an attic or garage) so as not to be visible from outside the structure, (b) in a fenced yard not higher than 6 feet from the ground, or (c) attached to or mounted on the rear wall of a structure below the eaves. A reception-only satellite dish, one meter or less in diameter, may be mounted on the eave of a dwelling not less than 15 feet from the front elevation of the dwelling. As used in this Section 6.20, the term **"Antenna"** means one of the following: (i) reception-only antennas or satellite dishes designed to receive television broadcast signals, (ii) antennas or satellite dishes that are one meter or less in diameter and designed to receive direct broadcast satellite service (DBS), or (iii) antennas or satellite dishes that are one meter or less in diameter or diagonal measurement and designed to receive video programming services via multipoint distribution services (MDS). If an Owner determines that an Antenna cannot be located in compliance with the above guidelines without precluding reception of an acceptable quality signal, the Owner may install the Antenna, with prior ACC approval, in the least conspicuous location on the Lot where an acceptable quality signal can be obtained, but in any event the Antenna must not be located where it is visible from a street contiguous with the Lot on which the Antenna is to be installed. The Association may adopt reasonable rules for the location, appearance, camouflaging, installation, maintenance, and use of the Antennas to the extent permitted by public law.

6.21. VEHICLES.

6.21.1. Other than as otherwise provided in this section 6.21 and section 6.13, parking of any vehicle on any Lot other than in the Garage, Carport or Driveway is prohibited. Except as expressly approved by the Declarant during the Development Period, and by the Board thereafter, the following must not be kept or stored within the Property unless stored inside of a closed garage, or enclosed behind an approved fence and shall not to exceed 8' in height, with ACC approval: (a) junk or abandoned vehicles, (b) commercial vehicles, (c) trailers, (d) tractor-trailers, (e) boats, (f) boat trailers, (g) movable equipment, and (h) vehicles greater than 3/4 ton GVWR. For recreational vehicle or camper storage, refer to Section 6.13.

6.21.2. Minibikes, go-carts, all-terrain vehicles, utility terrain vehicles, motorized toys, and other similar vehicles must not be operated or stored on any Lot, the Common Area, or any other location within the Property except in compliance with all applicable laws, ordinances, and these covenants and restrictions. All such items must be stored on lots in a manner where the item is not visible from any street or from any other Lot or location in the Property.

6.22. YARD ORNAMENTS.

6.22.1. Artificial flamingos, deer, spinners, gazing balls, pirogues and such tableau of any type are prohibited on all Lots with the exception of the rear yard of a Lot (i.e., the rear portion of a Lot which faces the rear wall of the dwelling), on which a dwelling is constructed, but only if a fence or other screening makes such items not visible from any street on the Property or any other portion of the Property, other than the rear yard of the Lot where the item is exhibited.

6.22.2. The items allowed to be placed on Lots under Section 6.22.1, and any subsequent rules adopted by the Board or the Association, must be durable in nature and must comply with the following requirements:

a. No more than three (3) yard decorations or tableaus of any type may be placed in areas that are visible from a street on the Property or any other portion of the Property other than the Lot on which the decoration or other tableau is exhibited.

b. The yard decorations must be architecturally proportionate to the size of the dwelling constructed on the Lot.

c. The yard decorations must be of a durable nature and may not be made of plastic.

6.22.3. Notwithstanding any inference to the contrary in this Section 6.22, traditional and typical seasonal decorations are permitted within season (30 days prior to a recognized holiday or event and 15 days following).

6.23. WINDOW COVERINGS AND WINDOW TREATMENTS.

6.23.1. The only window coverings or treatments which may be affixed to the interior of any window visible from a street on the Property or other portion of the Property are drapes, blinds, shades, shutters, and curtains. The side of any window coverings or treatments which are visible from the exterior of any improvements (including without limitation dwellings and garages) constructed on the Property must be white or off-white in color, except that any window coverings or treatments, or portion thereof, consisting of wooden blinds or shutters may be a natural wood color. Notwithstanding the foregoing, Declarant during the Development Period, and thereafter the Board, may, from time to time, approve additional colors as acceptable for the portions of the window coverings or treatments visible from streets on the Property or other portion of the Property.

6.23.2. No window tinting or reflective coating may be affixed to any window that is visible from any street on the Property or other portion of the Property without the prior approval of Declarant during the Development Period and thereafter from the Board.

6.23.3. No mirrored coatings are allowed any window that is visible from any street on the Property or other portion of the Property.

6.24. FLAGS. No flags may be flown or exhibited outside of a residence on the Property with the following exceptions: official flags of countries, states, counties, cities or other organization sanctioned flags flown from poles that are six feet (6') above ground height, the construction and color of which must be approved by the Board, and mounted at a 45 degree angle to the wall of the building to which the pole is attached.

6.25. SWIMMING POOLS; TENNIS COURTS.

6.25.1. Swimming pools must not be constructed on any Lot without prior written approval from Declarant, during the Development Period, and thereafter from the Board. Notwithstanding any inference to the contrary in the preceding sentence, permission will not be given for the construction of a swimming pool on a Lot unless the swimming pool is screened from view and is not visible from any street on the Property or any other Lot or portion of the Property, or common area, and shall be located inside an approved fence. If the rear of a Lot is adjacent to a pond or lake, landscaping shall be used to screen the pool from view to the rear of the Lot, with ACC approval. Pool decks must not be constructed any closer than four feet (4') from the boundaries of the Lot on which the swimming pool is constructed, unless any applicable law or ordinance requires a greater distance from the boundary and in such case the greater distance shall apply. At all times, all swimming pool related equipment must be screened from view and must not be visible from any street on the Property or any other portion of the Property other than the rear yard of the Lot on which the swimming pool is located. No screening will be constructed which has not been approved by the Declarant, during the Development Period, and thereafter by the Board, and all such screening will be required to mitigate noise. Slides, diving boards or other pool accessories will be prohibited unless they can be installed and used without being visible from any street on the Property or from any other portion of the Property other than the Lot on which the swimming pool is constructed. Pools must be constructed and designed so that they will not drain onto adjacent property (including the Common Area) or onto a street on the Property; where a Lot owner has been given permission to construct a swimming pool on a Lot, the Owner of the Lot must take all steps to prevent the swimming pool from draining onto adjacent property (including the Common Area) or onto a street on the Property. Unless granted a variance and approval at the sole discretion of the ACC, all pools shall be in-ground pools, and no above-ground or semi-inground pool may be constructed or located on any Lot.

6.25.2. Tennis courts must not be constructed on any Lot.

6.26. SIGNS. No Signs of any kind or description shall be displayed on any Lot other than real estate "For Sale" signs and signs designating those involved in the construction of any residential homes or other approved improvements in the Subdivision (each not exceeding five square feet in size). No signs (such as garage sale, lost pet, announcements, etc.) shall be attached to any subdivision street sign poles or light poles. An "open house" sign indicating that the Owner of the Lot is hosting such an event may be posted on that Lot for a period not to exceed three (3) continuous days. To the extent permitted by applicable law, signs containing political content or endorsements of candidates are prohibited anywhere on the Property. Declarant may post "model home" or similar signs on any Lot containing a model home open to the public prior to initial occupancy of the dwelling constructed on such a Lot. No other signs, except those required by law, including posters, circulars, and billboards, may be posted on any Lot so as to be visible from streets on the Property or from any other portion of the Property other than the Lot on which such a sign is posted. Notwithstanding any language to the contrary in this Declaration, during the Development Period Declarant or an approved builder is permitted to post and display advertising signs and any other signs desired by Declarant which relate to the development of the Property , including "for sale" signs on Lots for sale (with or without a dwelling constructed on same), within the Property. Temporary personal signs, not exceeding 5 square feet in area, may be allowed at the sole discretion of the Board, and which are not deemed to be patently offensive in the sole discretion of the Board, for a period not to exceed an aggregate of 30 days in a 6 month period, displaying personal announcements such as births, school or athletic achievements of residents of the dwelling, and other temporary displays allowed at the sole discretion of the Board.

6.27. Furniture for Front Porch, Balcony and Yard. Furniture placed outside of a dwelling on a Lot, whether on the front porch, balcony or in a yard, if visible from a street on the Property or any other location on the Property other than the rear yard of a Lot (i.e., the rear portion of a Lot which faces the rear wall of the dwelling) on which a dwelling is constructed: (a) must be durable, and (b) must not be made of plastic. All collapsible furniture placed outside of a dwelling on a Lot, whether on the front porch, balcony or in a yard, if visible from a street on the Property or any other location on the Property other than the rear yard of a Lot (i.e., the rear portion of a Lot which faces the rear wall of the dwelling) must be placed in storage and outside of the view of Person(s) on any street in the Property.

6.28 CLOTHESLINE VIOLATION. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained, nor shall any clothing, rug or other items be hung from any railing, fence, hedge or wall.

6.29 GARDENS. A non-commercial garden for use by a single household may be located on a Lot provided that it is not visible from any street or any neighboring Lot. Garden compost may be kept in quantities required by one household only, provided it is not visible from any street and is kept free from obnoxious odors and insects.

6.30 BOAT USAGE. No motorized boats shall be used on the Waterways (ponds, lakes, or other water covered areas in the Property). Only self-propelled boats (e.g., using oars or paddles) will be permitted. The Board is entitled to limit the type of boats used on Waterways for the safety of other residents and guests in the Property. No boats or other floating devices, whether or not otherwise permitted to be used on the Waterways, shall be allowed to rest for any extended length of time in the water (i.e., boats shall not to be allowed to "park" on Waterways).

6.31 LAKE USAGE. The use of any portion of a Lake or Pond within the Property with a water line that abuts or overlaps the property line of any Lot shall be limited to Owners of Lots abutting such water line. Portions of Lakes or Ponds within the Property that do not abut or overlap a Lot may be used by any Lot Owner. There shall be no swimming in the Waterways. Fishing may be permitted by Lot Owners and residents only. No person is permitted to fish within any Waterway unaccompanied by a Lot Owner. Fishing may be restricted on certain Waterways at certain times at the sole discretion of the Board. The edges of Waterways shall be kept clean from debris and weeds.

6.32 LEASH VIOLATION. All domestic animals shall be leashed, or detained by fences or invisible fences.

6.33 OFF-ROAD VEHICLE USAGE. Streets shall not be used for any unlawful purpose, and any use of any means of conveyance, whether motorized on non-motorized, shall be in compliance with all applicable laws and ordinances of the jurisdiction where the Property is located. If there is a designated walking path in the subdivision it shall be used for walking, jogging, and bicycling only.

6.34 GARBAGE CONTAINERS. Household trash containers may not be placed closer to the street than any portion of the front elevation of a home or dwelling situated on the Lot, nor closer to a street than the side elevation of a home or dwelling that faces a street (for corner lots), except between 3:00 p.m. on the day before schedule trash pick-up until 6:00 p.m. on trash pick-up day.

6.35 MAILBOX/PLAQUE. No mailboxes or mailbox numbering or lettering, may be erected or maintained on a Lot -except mailboxes approved by Developer. The cost of providing, erecting and maintaining a mailbox, the numbering and lettering, shall be paid by the Property Owner. Developer reserves the right to designate the location of all mailboxes. House numbering schemes, on, upon or within a Dwelling Unit shall be mandated by the Association.

6.36 BULKHEADS. As no individual lot owner's property extends into the lake areas, no bulkheads or other structures shall be allowed to extend beyond their property line adjacent to the lake.

6.37 DECKS AND PIERS. As no individual lot owner's property extends into the lake areas, no decks, piers, or other structures shall be allowed to extend beyond their property line adjacent to the lake.

6.38 A/C AND HEATING Air conditioning equipment may not be installed in the front yard of a dwelling. Window units are prohibited. The Architectural Reviewer may require that air-conditioning equipment and apparatus be visually screened from the street and neighboring Lots.

6.39 PARKING VEHICLES. Parking of non-commercial passenger vehicles on the paved portion of any roadway not identified as parking areas within the Subdivision shall be permitted for temporary purposes, but in no event shall such parking be overnight or for anything longer than 12 hours in any 96 hour period, or a single occurrence during any 96 hour period. Except as provided in Section 6.13 and Section 6.21.1, No equipment or vehicles shall be parked on any unpaved portion of the lot, nor parked on the lawn/grass of a lot at any time. No equipment shall be kept or maintained on any Lot in any manner which would detract from the appearance of the Property. No house trailers, mobile homes, buses, commercial vehicles or trucks greater than 3/4 ton GVWR shall be kept, stored, repaired or maintained on any Lot, servitude, common area or right-of-way.

6.40 PLAYGROUND EQUIPMENT. The use of moderately scaled play equipment, play yards or basketball goals are allowed within the Residential Lots. Oversized items such as trampolines will only be allowed behind an approved fence, in the rear yard. The location of these features should be carefully considered as to their impact on neighboring views and accessibility, and shall not be visible from any street view. The addition of fenced areas may be required as part of play yards. Unkept or unsightly play areas will not be tolerated. Final placement of these items must be approved by the ACC prior to installation.

6.41 BASKETBALL GOALS. Moveable basketball goals are permitted with ACC approval as to location, however under no circumstances shall a basketball goal be attached to any part of a residence or cemented into the ground. Basketball goals are to be kept in good repair and not allowed to remain turned over or fallen for extended periods of time as to detract from the appearance of the residence.

6.42 SOLAR PANELS AND SKYLIGHTS. Skylights shall not be located on the front elevation of any building. Only flat skylights are allowed. No bubble skylights will be permitted. Solar collectors may only be placed in an approved ACC location.

6.43 SIDEWALK UPKEEP. Each Owner is responsible for installing and maintaining that portion of the sidewalk on his or her Lot in compliance with any requirements and standards set forth by the Design Review Board and the Guiding Principles, if applicable.

6.44 DEBRIS. No Lot or other part of the Property may be used as a dumping ground. Waste materials incident to construction or repair of improvements on a Lot may be stored temporarily on the Lot during construction while work progresses and must be removed when construction or repair is complete.

ARTICLE 7
ASSOCIATION OPERATIONS

7.1. THE ASSOCIATION. The existence and legitimacy of the Association is derived from this Declaration, and the Articles and Bylaws of the Association. The Association must be a nonprofit organization and is incorporated, but may later dissolve and operate as an unincorporated association, as the Association decides from time to time. The subsequent failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association. The duties and powers of the Association are those set forth in the Community Documents, together with the general and implied powers of a Homeowners association. Generally, the Association may do any and all things that are lawful and necessary, proper, or desirable in operating for the peace, health, comfort, and general benefit of its Members, subject only to the limitations on the exercise of such powers as stated in the Community Documents. The Association, as a legal corporate entity, will officially come into existence (or came into existence) when the Articles of the Association are (or were) filed with the Mississippi Secretary of State; but the Association (whether or not the Articles have been filed at the time of filing this Declaration) comes into existence when this Declaration is publicly recorded in the County conveyance records and will continue to exist at least as long as this Declaration, as it may be amended, is effective against all or part of the Property.

7.2. MEMBERSHIP. Every Owner of a Lot will be a Member of the Association. There will be only one (1) membership per Lot. Membership will be appurtenant to and may not be separate nor apart from ownership of any Lot.

A. Co-Owners. If a Lot is owned by more than one (1) Person, all co-Owners will share the rights of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in this Article 7 and in the Bylaws, and all such co-Owners will be solidarily obligated to perform the responsibilities of Owners.

B. Nature of Owner. The membership rights of an Owner who is a natural person may be exercised by the Member or the Member's spouse. The membership rights of an Owner which is a corporation, partnership, other legal entity or some form of Governmental Authority may be exercised by any officer, director, partner, or trustee, or by any other duly authorized Individual designated from time to time by the Owner in a written instrument provided to the Secretary of its Association.

7.3. VOTING RIGHTS. The Association will have two (2) classes of membership, which are Class A Membership and Class B Membership, described as follows:

A. Class A. Class A Members of the Association will be all Owners of Lots included within the Property, with the exception that Declarant will not be a Class A Member for so long as Declarant remains a Class B Member. Each Class A Member will have one (1) vote for each Lot which they own; but, in any event: (a) there will be only one (1) vote per Lot, and (b) no votes may be exercised on account of any Lot which is owned by a Builder (other than Declarant or a Declarant Affiliate) and exempt from Assessment under an exemption granted by the Association or by Declarant under Declarant's rights under section 15.1.3. When more than one (1) Person holds an interest in any Lot, all such persons will be Members, provided, however, that the vote for such Lot will be exercised as they determine and advise the Secretary of its Association in writing prior to the close of balloting. In no event will more than one vote be cast with respect to any Lot which is owned by more than one (1) Person. Corporations, limited liability companies, partnerships and other entities must notify the Association of the natural person who is authorized to exercise its vote; such entitles must provide such evidence of appointment and authority as its Board may require.

B. Class B. The Class B Member of the Association will be Declarant, and no other Person may be a Class B Member of the Association. Declarant, as the Class B Member, will be entitled to three

(3) votes for each Lot owned, or 500 votes, whichever is greater, at the time of: (1) any meeting of the Members of the Association, or (2) other occasion when Members vote. Other rights of the Class B Member may be included elsewhere in this Declaration and / or in the Bylaws.

C. Termination of Class B Membership. The Class B Membership will terminate two (2) years after termination of the Class B Control Period. The Class B Control Period is that period of time commencing on the date of recordation of this Declaration and continuing until the first of the following to occur:

(1) when one hundred percent (100%) of the total number of Lots proposed for the Property described on Exhibit A of the Declaration, and for any Additional Land added (by supplemental declaration or an amending declaration) to the Property to become part of the Subdivision, have certificates of occupancy issued thereon and have been conveyed to Persons other than Builders;

(2) seventy-five (75) years after the date on which the Declaration is recorded in the public records of the Counties in Mississippi where the Property is located; or

(3) when, in its discretion, the Class B Member determines and expressly declares in writing that it is no longer a Class B Member.

Notwithstanding any inference to the contrary: (i) if the Class B Control Period is terminated by the Class B Member pursuant to subpart C(3) of this Section 7.3, the termination must be recorded in the conveyance records of the County; and (ii) upon any termination of the Class B Control Period, the Class B Member may, in its sole discretion, terminate its Class B Membership immediately rather than wait until the two (2) year anniversary of the termination of the Class B Control Period, but if the Class B Member desires to terminate the Class B Member early then the Class B Member must expressly declare that intent in writing and such declaration should be included as part of Declarant's recorded termination of the Class B Control Period. After termination of the Class B Control Period, the Class B Member will continue to have a right to disapprove actions of the Association, its Board and any committee to the extent the Association's Bylaws or other Community Documents expressly provide that the Class B Member will continue to have certain rights after termination of the Class B Control Period.

D. Exercise of Voting Rights. Except as otherwise specified in this Declaration or the Bylaws, the vote for each Lot owned by a Class A Member will be exercised by the Owner of each Lot.

E. Declarant's Rights. Declarant's rights (including its special voting rights) as the Class B Member of the Association are independent of, and in addition to, all rights granted to, or reserved by, Declarant in other provisions of this Agreement where there is no reference to Declarant's status as the Class B Member (including without limitation in Articles 5 and 15, and Sections 4.1, 6.9 and 16.1). Further, Declarant's rights created or otherwise reserved under other provisions of this Agreement (including without limitation in Articles 5 and 15, and Sections 4.1, 6.9 and 16.1), or in any other Community Document, are independent of, and in addition to, all rights of Declarant as the Class B Member. For example, if Declarant voluntarily terminates the Class B Control Period and Declarant ceases to be a Class B Member, Declarant will continue to have all rights granted to, or reserved by, Declarant in other provisions of this Declaration (including without limitation in Articles 5 and 15, and Sections 4.1, 6.9 and 16.1) which do not use the term, or otherwise refer to, the term "Class B Member".

7.4. BOARD. The Association is governed by the Board. Unless the Association's Bylaws or Articles of Incorporation provide otherwise, the Board will consist of at least 3 persons appointed by Declarant during the Class B Control Period, and thereafter elected by the Members at the annual meeting of the Association, or at a special meeting called for that purpose. Unless the Community Documents expressly reserve a right, action, or decision to the Owners, Declarant, or another party, the Board acts in all instances on behalf of the Association. Unless the context indicates otherwise, references in the Community Documents to the "Association" will be construed to mean **"the Association acting through its Board".**

7.5. MEMBERSHIP. Each Owner is a Member of the Association, ownership of a Lot being the sole qualification for membership. Membership is appurtenant to and may not be separated from ownership of the Lot. The Board may require satisfactory evidence of transfer of ownership before a purported Owner is entitled to vote at meetings of the Association. If a Lot is owned by more than one person or entity, each co-Owner is a Member of the Association and may exercise the membership rights appurtenant to the Lot. A Member who sells its Lot under a bond for deed may delegate his membership rights to the contract purchaser, provided a written assignment is delivered to the Board. However, the contract seller remains liable for all Assessments attributable to his Lot until fee title to the Lot is transferred.

7.6. DECISION-MAKING. Any decision or act of the Association may be made by or at the direction of the Board, unless the Community Documents reserve the decision or act to the Members, the Declarant, or any other person or group. Unless the Community Documents or applicable law provide otherwise, any action requiring approval of the Members may be approved (a) at a meeting by Owners of at least a majority of the Lots that are represented at the meeting, provided notice of the meeting was given to an Owner of each Lot, or (b) in writing by Owners of at least a majority of all Lots, provided the opportunity to approve or disapprove was given to an Owner of each Lot.

7.7. MANAGING AGENT. The Board may delegate the performance of certain functions to one or more managing agents of the Association. Notwithstanding a delegation of its functions, the Board is ultimately responsible to the Members for governance of the Association.

7.8. VOTING. One indivisible vote is appurtenant to each Lot. The total number of votes equals the total number of Lots in the Property. If additional property is made subject to this Declaration, the total number of votes will be increased automatically by the number of additional Lots. Each vote is uniform and equal to the vote appurtenant to every other Lot, except during the Development Period as permitted in Article 15. Cumulative voting is not allowed. Votes may be cast by written proxy, according to the requirements of the Association's Bylaws.

7.9. INDEMNIFICATION. Indemnified expenses include, without limitation, reasonable attorney's fees, whether or not a lawsuit is filed, and costs at all court levels, including expenses incurred by a person in establishing the right to be indemnified, defended, and held harmless pursuant to this Declaration. The Association may maintain general liability and directors and officer's liability insurance to fund this obligation.

7.9.1. Association Leaders. The Association will indemnify every present and former officer, director, committee chair, and committee member (for purposes of this Section, **"Leaders"**) against expenses, including attorney's fees, reasonably incurred by or imposed on the Leader in connection with an action, suit, or proceeding to which the Leader is a party by reason of being or having been a Leader. A Leader is not liable for a mistake of judgment, negligent or otherwise. A Leader is liable for his willful misfeasance, malfeasance, misconduct, or bad faith. This right to indemnification does not exclude any other rights to which present or former Leaders may be entitled. Additionally, the Association may indemnify a person who is or was an employee, trustee, agent, or attorney of the Association, against any liability asserted against him and incurred by him in that capacity and arising out of that capacity.

7.9.2. Indemnity for Common Area Operations. The Association must indemnify, defend, and hold harmless Declarant against any loss, claim, demand, damage, cost, and expense relating to or arising out of the management and operation of the Association, including without limitation, the collection of Assessments, the enforcement of the Community Documents, and the operation and maintenance of the Property's Common Areas.

ARTICLE 8
COVENANT FOR ASSESSMENTS

8.1. PURPOSE OF ASSESSMENTS. The Association will use Assessments for the purposes of preserving and enhancing the Property, and for the common benefit of Owners and residents, including but not limited to maintenance of immovable and movable property, management and operation of the

Association, and any expense reasonably related to the purposes for which the Property was developed. If made in good faith, the Board's decision with respect to the use of Assessments is final.

8.2. PERSONAL OBLIGATION. An Owner is obligated to pay Assessments levied by the Board against the Owner or his Lot. An Owner makes payment to the Association at its principal office or at any other place the Board directs. Payments must be made in full regardless of whether an Owner has a dispute with the Association, another Owner, or any other person or entity regarding any matter to which this Declaration pertains. No Owner may exempt himself from his Assessment liability by waiver of the use or enjoyment of the Common Area or by abandonment of his Lot. An Owner's obligation is not subject to offset by the Owner, nor is it contingent on the Association's performance of the Association's duties. Payment of Assessments is both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Lot.

8.3. TYPES OF ASSESSMENTS. There are 3 types of Assessments: Regular, Special, and Individual.

8.3.1. Regular Assessments. Regular Assessments are based on the annual budget. Each Lot is liable for its equal share of the annual budget. If the Board fails to determine new Regular Assessments for any year, Owners will continue to pay the Regular Assessment as last determined. If during the course of a year the Board determines that Regular Assessments are insufficient to cover the estimated common expenses for the remainder of the year, the Board may increase Regular Assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency. Regular Assessments are used for common expenses related to the reoccurring, periodic, and anticipated responsibilities of the Association, including but not limited to:

a. maintenance, repair, and replacement, of the Common Area;

b. utilities and services billed to the Association;

c. taxes on property owned by the Association and the Association's income taxes;

d. management, legal, accounting and professional fees for services to the Association;

e. operating expenses;

f. premiums and deductibles on insurance policies and bonds deemed by the Board to be necessary or desirable for the benefit of the Association;

g. contributions to the reserve funds; and

h. any other expense which the Association is required by law or the Community Documents to pay, or which in the opinion of the Board is necessary or proper for the operation and maintenance of the Property or for enforcement of the Community Documents.

8.3.2. Special Assessments. In addition to Regular Assessments, the Board may levy one or more Special Assessments against all Lots for the purpose of defraying, in whole or in part, common expenses not anticipated by the annual budget or reserve funds. Special Assessments do not require the approval of the Owners, except that Special Assessments for the following purposes must be approved by Owners of least a majority of the Lots: (a) acquisition of immovable property, other than the purchase of a Lot at the sale foreclosing the Association's privilege against the Lot; (b) construction of additional improvements within the Property, but not replacement of original improvements; and (c) any expenditure that may reasonably be expected to significantly increase the Association's responsibility and financial obligation for operations, insurance, maintenance, repairs, or replacement.

8.3.3. Individual Assessments. In addition to Regular and Special Assessments, the Board may levy an Individual Assessment against a Lot and its Owner. Individual Assessments may

include, but are not limited to: interest, late charges, and collection costs on delinquent Assessments; reimbursement for costs incurred in bringing an Owner or his Lot into compliance with the Community Documents; fines for violations of the Community Documents; fees or charges by the managing agent of the Association for services provided to, or for the benefit of, one Lot; common expenses that benefit fewer than all of the Lots, which may be assessed according to benefit received; fees or charges levied against the Association on a per-Lot basis; and "pass through" expenses for services to Lots provided through the Association and which are equitably paid by each Lot according to benefit received.

8.4. BASIS AND RATE OF ASSESSMENTS. The share of liability for common expenses allocated to each Lot is uniform for all Lots; subject, however, to an exemption for Declarant provided in Article 15.

8.5. ANNUAL BUDGET. The Board will prepare and approve an estimated annual budget for each fiscal year.

8.6. DUE DATE. The Board may levy Regular Assessments on any periodic basis - annually, semi-annually, quarterly, or monthly. Regular Assessments are due on the first day of the period for which levied. Special and Individual Assessments are due on the date stated in the notice of Assessment or, if no date is stated, within 10 days after notice of the Assessment is given. Assessments are delinquent if not received by the Association on or before the due date.

8.7. RESERVE FUNDS. The Association may establish, maintain, and accumulate reserves for operations and for replacement and repair of Common Area improvements. Declarant is not required to fund reserves.

8.8. ASSOCIATION'S RIGHT TO BORROW MONEY. The Association is granted the right to borrow money, subject to the consent of Owners of at least a majority of Lots and the ability of the Association to repay the borrowed funds from Assessments. To assist its ability to borrow, the Association is granted the right to encumber, mortgage, or pledge any of its immovable or movable property, and the right to assign its right to future income, as security for money borrowed or debts incurred, provided that the rights of the lender in the pledged property are subordinate and inferior to the rights of the Owners hereunder.

8.9. LIMITATIONS OF INTEREST. Notwithstanding anything to the contrary in the Community Documents or any other document or agreement executed or made in connection with the Association's collection of Assessments, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law.

8.10. EFFECT OF NONPAYMENT OF ASSESSMENTS. An Assessment is delinquent if the Association does not receive payment in full by the Assessment's due date. The Association, acting through the Board, is responsible for taking action to collect delinquent Assessments. From time to time, the Association may delegate some or all of the collection procedures and remedies, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collector. Neither the Board nor the Association, however, is liable to an Owner or other person for its failure or inability to collect or attempt to collect an Assessment. The following remedies and rights are in addition to and not in substitution for all other rights and remedies which the Association has:

a. Delinquent Assessments bear interest from the date due until paid, at a rate to be determined by the Board from time to time, not to exceed ten percent (10%) per annum, and reasonable late fees, at a rate to be determined by the Board from time to time.

b. If an Assessment is being paid in installments, the Association may accelerate the remaining installments.

c. The Owner who has not paid the Assessment is liable to the Association for reimbursement of reasonable costs incurred by the Association to collect the delinquent Assessments, such as attorney's fees.

d. If the delinquent Assessment is more than thirty (30) days past due, the Association may suspend the right to vote appurtenant to the Lot.

e. The Association may file suit seeking a money judgment against the Owner, without foreclosing or waiving the Association's privilege for Assessments, may notify and communicate with the holder of any privilege against a Lot regarding the Owner's default and payment of Assessments and may foreclose its privilege against the Lot by judicial or non-judicial means.

8.11. MEANING OF PRIVILEGE. As used in this Article 8 and in other provisions of this Declaration (including without limitation Article 9), the word **"privilege"** has the same meaning as the word "privilege" in Mississippi Revised Statutes 9:1145 - 1148.

ARTICLE 9
ASSESSMENT PRIVILEGE

9.1. ASSESSMENT PRIVILEGE. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay Assessments to the Association. Each Assessment is a charge on the Lot and is secured by a continuing privilege on the Lot. Each Owner, and each prospective Owner, is placed on notice that his title may be subject to the continuing privilege for Assessments attributable to a period prior to the date he purchased his Lot.

9.2. SUPERIORITY OF MORTGAGE. The Assessment privilege on a Lot is subordinate and inferior to (a) a recorded mortgage securing a loan for construction of the original dwelling, (b) a first or senior purchase money vendor's privilege or mortgage and any renewal, modification or refinancing of said vendor's privilege or mortgage, (c) a home equity or reverse mortgage which is a renewal, extension, or refinance of a first or senior purchase money vendor's privilege or mortgage recorded before the date on which the delinquent Assessment became due, and (d) an FHA-insured or VA-guaranteed mortgage.

9.3. EFFECT OF MORTGAGEE'S FORECLOSURE. Foreclosure of a superior lien or other superior encumbrance extinguishes the Association's claim against the Lot for unpaid Assessments that became due before the sale, but does not extinguish the Association's claim against the former Owner. The purchaser at the foreclosure sale of a superior lien or other superior encumbrance is liable for Assessments coming due from and after the date of the sale, and for the Owner's pro rata share of the pre-foreclosure deficiency as an Association expense.

9.4. NOTICE AND RELEASE OF NOTICE. The Association's privilege for Assessments is created by recordation of a sworn detailed statement in accordance with the requirements of Mississippi law

9.5. FORECLOSURE OF PRIVILEGE. The Assessment privilege may be enforced by judicial or non-judicial foreclosure. In any foreclosure, the Owner is required to pay the Association's costs and expenses for the proceedings, including reasonable attorney's fees. The Association has the power to bid on the Lot at foreclosure sale and to acquire, hold, lease, mortgage, and convey same.

ARTICLE 10
ENFORCING THE COMMUNITY DOCUMENTS

10.1. NOTICE. Before the Association may exercise certain of its remedies for a violation of the Community Documents or damage to the Property, the Association must give an Owner written notice. Notices are also required before an Owner is liable to the Association for certain charges, including reimbursement of attorney's fees incurred by the Association.

10.2. REMEDIES. The remedies provided in this Article for breach of the Community Documents are cumulative and not exclusive. In addition to other rights and remedies provided by the Community Documents and by applicable law, the Association has the following rights to enforce the Community Documents, subject to applicable notice and hearing requirements (if any):

10.2.1. Fine. The Association may levy fines for each act of violation or for each day a violation continues.

10.2.2. Suspension. The Association may suspend the right of Owners and residents to use Common Areas for any period during which the Owner or resident, or the Owner or resident's family, guests, employees, agents, or contractors violate the Community Documents.

10.2.3. Self-Help. The Association has the right to enter any part of the Property, including Lots, to abate or remove, using force as may reasonably be necessary, any improvement, thing, animal, person, vehicle, or condition that violates the Community Documents. In exercising this right, the Board is not trespassing and is not liable for damages related to the abatement. The Board may levy its costs of abatement against the Lot and Owner as an Individual Assessment. The Board will make reasonable efforts to give the violating Owner prior notice of its intent to exercise self-help. The notice may be given in any manner likely to be received by the Owner. Prior notice is not required (a) in the case of emergencies, (b) to remove signs which violate the restrictions in this Declaration or in any rules adopted by the Association, (c) to remove violative debris, or (d) to remove any other violative item or to abate any other violative condition that is easily removed or abated and that is considered a nuisance, dangerous, or an eyesore to the neighborhood.

10.2.4. Suit. Failure to comply with the Community Documents will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both.

10.3. BOARD DISCRETION. The Board may use its sole discretion in determining whether to pursue a violation of the Community Documents, provided the Board does not act in an arbitrary or capricious manner. In evaluating a particular violation, the Board may determine that under the particular circumstances (1) the Association's position is not sufficiently strong to justify taking any further action; (2) the provision being enforced is or may be construed as inconsistent with applicable law; (3) although a technical violation may exist, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (4) that enforcement is not in the Association's best interest, based on hardship, expense, or other reasonable criteria.

10.4. NO WAIVER. The Association and every Owner has the right to enforce all restrictions, conditions, covenants, privileges, and charges now or hereafter imposed by the Community Documents. Failure by the Association or by any Owner to enforce a provision of the Community Documents is not a waiver of the right to do so thereafter. If the Association does waive the right to enforce a provision, that waiver does not impair the Association's right to enforce any other part of the Community Documents at any future time. No officer, director, or Member of the Association is liable to any Owner for the failure to enforce any of the Community Documents at any time.

10.5. RECOVERY OF COSTS. The costs of curing or abating a violation are at the expense of the Owner or other person responsible for the violation. If legal assistance is obtained to enforce any provision of the Community Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Community Documents or the restraint of violations of the Community Documents, the prevailing party is entitled to recover from the nonprevailing party all reasonable and necessary costs incurred by it in such action, including reasonable attorney's fees.

ARTICLE 11
MAINTENANCE AND REPAIR OBLIGATIONS

11.1. ASSOCIATION MAINTAINS. The Association's maintenance obligations will be discharged when and how the Board deems appropriate. The Association maintains, repairs, and replaces, as a common expense, the portions of the Property listed below, regardless of whether the portions are on Lots or Common Areas:

a. the Common Areas and any improvements located thereon;

b. any immovable and movable property, and any improvements thereon, owned by the Association but which is not a Common Area, such as a Lot owned by the Association;

c. any property adjacent to the Property if maintenance of same is deemed to be in the best interests of the Association, and if not prohibited by the owner or operator of said property; and

d. any area, item, servitude, or service - the maintenance of which is assigned to the Association by this Declaration, by the County, or by the Plat.

11.2. OWNER RESPONSIBILITY. Every Owner has the following responsibilities and obligations for the maintenance, repair, and replacement of the Property, subject to the architectural control requirements:

11.2.1. Improvements Maintenance. Each Owner, at the Owner's expense, must maintain all improvements on the/his Lot. Maintenance includes preventative maintenance, repair as needed, and replacement as needed. Each Owner is expected to maintain and repair his Lot's improvements at a level, to a standard, and with an appearance that is commensurate with the neighborhood and according to its original design, condition, and color. Specifically, each Owner must repair and replace damaged, worn, rotten, deteriorated, and unattractive materials, and must regularly repaint all painted surfaces. This maintenance obligation includes, but is not limited to, any buildings, fences, structures, equipment, and any other improvements or items placed on the Lot, and includes any fences located on any portion of the Lot, including common lot lines or property lines, and also includes any fences along the perimeter of the subdivision that are located on any portion of a Lot.

11.2.2. Yard Maintenance. Each Owner, at the Owner's expense, must maintain the yards on his Lot at a level, to a standard, and with an appearance that is commensurate with the neighborhood. **"Yards"** means all parts of the Lot other than the dwelling, including fenced and unfenced portions of the Lot.

11.3. OWNER'S DEFAULT IN MAINTENANCE. If the Board determines that an Owner has failed to properly discharge his obligation to maintain, repair, and replace items for which the Owner is responsible, the Board may give the Owner written notice of the Association's intent to provide the necessary maintenance at Owner's expense. The notice must state, with reasonable particularity, the maintenance deemed necessary and a reasonable period of time in which to complete the work. If the Owner fails or refuses to timely perform the maintenance, the Association may do so at Owner's expense, which is an Individual Assessment against the Owner and his Lot. In case of an emergency, however, the Board's responsibility to give the Owner written notice may be waived and the Board may take any action it deems necessary to protect persons or property, the cost of the action being the Owner's expense.

ARTICLE 12
MORTGAGEE PROTECTION

12.1. PURCHASE MONEY MORTGAGEE RIGHTS. As used in this Article, **"Purchase Money Mortgagee"** means a holder, insurer, or guarantor of a purchase money mortgage secured by a recorded senior or first mortgage against a Lot, or any renewal, modification, or refinancing of said recorded senior or first mortgage. The Purchase Money Mortgagee has the following rights:

a. its mortgage against the Lot is superior to the Association's privilege for Assessments;

b. an action to terminate the legal status of the Property after substantial destruction or condemnation must be approved by a majority of the Purchase Money Mortgagees, in addition to the required consents of Owners;

c. an action to terminate the legal status for reasons other than substantial destruction or condemnation must be approved by at least twothirds of the Purchase Money Mortgagees;

d. a Purchase Money Mortgagee may inspect the Association's books and records, by appointment, during normal business hours;

e. a Purchase Money Mortgagee may have an audited statement prepared at its own expense;

f. a Purchase Money Mortgagee is exempt from any right of first refusal imposed by the Association with respect to a lease, sale, or transfer of a Lot; and

g. a Purchase Money Mortgagee may attend and address any meeting of the Association which an Owner may attend.

12.2 COMMUNICATIONS WITH MORTGAGEE. If the Community Documents or public law require the consent of Purchase Money Mortgagees for an act, decision or amendment by the Association, the approval of a Purchase Money Mortgagee is implied when the Purchase Money Mortgagee fails to respond within thirty (30) days after receiving the Association's written request for approval of a proposed amendment, provided the Association's request was delivered by certified or registered mail, return receipt requested.

ARTICLE 13
AMENDMENTS

13.1. CONSENTS REQUIRED. As permitted by this Declaration, certain amendments of this Declaration may be approved by Declarant alone, or by the Board alone. Otherwise, amendments to this Declaration must be approved by a majority vote of the Members. Approval of the Members does not require that an amendment to this Declaration be signed by the consenting Owners, or that consents be executed and acknowledged by the approving Members; where a vote of the Members is required to amend this Declaration, a Certificate signed by the Secretary of the Association will be sufficient to evidence the required consent.

13.2. EFFECTIVE. To be effective, an amendment must be in the form of a written instrument (a) referencing the name of the Property, the name of the Association, and the recording data of this Declaration and any amendments hereto, (b) reciting the authority by which approved, and (c) recorded in the conveyance records of the county in which the Property is located.

13.3 DECLARANT PROVISIONS. Declarant has an exclusive right to Unilaterally amend this Declaration for the purposes stated in Article 15. No amendment may affect Declarant's rights under this Declaration without Declarant's written and acknowledged consent, which must be part of the recorded amendment instrument. This Section may not be amended without the Declarant's written and acknowledged consent.

13.4. MERGER. Merger or consolidation of the Association with another association must be evidenced by an amendment to this Declaration. During the Development Period, any amendment effecting or authorizing a merger or consolidation of the Association with another association must be approved by Declarant. After the Development Period, the amendment must be approved by Owners of at least a majority of the Lots.

ARTICLE 14
DISPUTE RESOLUTION

14.1. INTRODUCTION AND DEFINITIONS. The Association, the Owners, Declarant, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, the **"Parties"**) agree to encourage the amicable resolution of disputes involving the Property and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, each Party hereby covenants and agrees that this Article applies to all claims as hereafter

defined. As used in this Article only, the following words, when capitalized, have the following specified meanings:

14.1.1. "Claim" means any claim, grievance, or dispute between Parties involving the Property, except Exempt Claims, as defined below, and including without limitation (a) claims arising out of or relating to the interpretation, application or enforcement of the Community Documents, (b) claims related to the rights and/or duties of Declarant as Declarant under the Community Documents, and (c) claims relating to the design, construction, or maintenance of the Property.

14.1.2. "Claimant" means any Party having a Claim against any other Party.

14.1.3. "Exempt Claims" means the following claims or actions, which are exempt from this Article:

a. the Association's claim for Assessments, and any action by the Association to collect Assessments;

b. an action by a Party to obtain a temporary restraining order or equivalent emergency equitable relief, and such other ancillary relief as the court deems necessary to maintain the status quo and preserve the Party's ability to enforce the provisions of this Declaration;

c. enforcement of the servitudes, architectural control, maintenance, and use restrictions of this Declaration; and

d. a suit to which an applicable statute of limitations would expire within the notice period of this Article, unless a Party against whom the Claim is made agrees to toll the statute of limitations as to the Claim for the period reasonably necessary to comply with this Article.

14.1.4. "Respondent" means the Party against whom the Claimant has a Claim.

14.2. MANDATORY PROCEDURES. Claimant may not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of its Claim until Claimant has complied with the procedures of this Article.

14.3. NOTICE. Claimant must notify Respondent in writing of the Claim (the **"Notice"**), stating plainly and concisely: (a) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (b) the basis of the Claim (i.e., the provision of the Community Documents or other authority out of which the Claim arises); (c) what Claimant wants Respondent to do or not do to resolve the Claim; and (d) that the Notice is given pursuant to this Section.

14.4. NEGOTIATION. Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within 60 days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually-acceptable place and time to discuss the Claim. At such meeting or at some other mutually-agreeable time, Respondent and Respondent's representatives will have full access to the property that is subject to the Claim for the purposes of inspecting the property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the property to take and complete corrective action.

14.5. MEDIATION. If the parties negotiate but do not resolve the Claim through negotiation within one hundred twenty (120) days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have thirty (30) additional days within which to submit the Claim to mediation by a mediator on which the parties mutually agree. If Claimant does not submit the Claim to mediation within the said thirty (30) day period, Claimant is deemed to have waived the Claim, and Respondent is released and discharged from any and all liability to Claimant on account of the Claim.

14.6. TERMINATION OF MEDIATION. If the Parties do not settle the Claim within 30 days after submission to mediation, the mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. Thereafter, Claimant may file suit or initiate administrative proceedings on the Claim, as appropriate.

14.7. ALLOCATION OF COSTS. Except as otherwise provided in this Section, each Party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, and Mediation sections above, including its attorney's fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator.

14.8. ENFORCEMENT OF RESOLUTION. Any settlement of the Claim through negotiation or mediation will be documented in writing and signed by the Parties. If any Party thereafter fails to abide by the terms of the agreement, then the other Party may file suit or initiate administrative proceedings to enforce the agreement without the need to again comply with the procedures set forth in this Article. In that event, the Party taking action to enforce the agreement is entitled to recover from the non-complying Party all costs incurred in enforcing the agreement, including, without limitation, attorney's fees and court costs.

14.9. LITIGATION APPROVAL AND SETTLEMENT. The initiation of any judicial or administrative proceeding by the Association is subject to the following conditions in addition to the above alternate dispute resolution procedures. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by this Section. This Section may not be amended without the approval of Owners of at least seventy-five percent (75%) of the Lots.

14.9.1. Owner Approval. The Association may not initiate any judicial or administrative proceeding without the prior approval of Owners of at least a majority of the Lots, except that no such approval is required (a) to enforce provisions of this Declaration, including collection of Assessments; (b) to challenge condemnation proceedings; (c) to enforce a contract against a contractor, vendor, or supplier of goods or services to the Association; (d) to defend claims filed against the Association or to assert counterclaims in a proceedings instituted against the Association; or (e) to obtain a temporary restraining order or equivalent emergency equitable relief when circumstances do not provide sufficient time to obtain the prior consents of Owners in order to preserve the status quo.

14.9.2. Higher Approval of Certain Suits. Also, the Association may not initiate any judicial or administrative proceeding against Declarant, a Declarant Affiliate, a Builder, Association officers and directors, or the managing agent of the Association without the approval of Owners representing at least seventy-five percent (75%) of the Lots.

14.9.3. Funding Litigation. Except in the case of a temporary restraining order or equivalent emergency equitable relief when circumstances do not provide sufficient time to levy a Special Assessment, the Association must levy a Special Assessment to fund the estimated costs of litigation prior to initiating a judicial or administrative proceeding. The Association may not use its annual operating income, reserve funds, or savings to fund litigation, unless the Association's annual budget or a savings account was established and funded from its inception as a litigation reserve fund.

14.9.4. Settlement. The Board, on behalf of the Association and without the consent of Owners, is hereby authorized to negotiate settlement of litigation, and may execute any document related thereto, such as settlement agreements and waiver or release of claims.

ARTICLE 15
DECLARANT RIGHTS AND RESERVATIONS

15.1. GENERAL PROVISIONS.

15.1.1. General Reservation and Construction. Notwithstanding other provisions of this Declaration and other Community Documents to the contrary: (a) nothing contained in this Declaration or any of the other Community Documents may be construed to prevent, interfere or lessen the rights of

Declarant reserved or otherwise contained in this Article 15; and (b) all mortgagees, other Owners, and the Association are all prohibited from preventing or interfering with the exercise by Declarant of the rights of Declarant reserved or otherwise contained in this Article 15. Declarant hereby reserves exclusively unto itself and its successors and assigns all rights of Declarant set forth in this Article 15. In case of conflict between this Article and any other provision of this Declaration or any other Community Document, this Article controls. This Article may not be amended without the prior written consent of Declarant. The terms and provisions of this Article must be construed liberally to give effect to Declarant's intent to protect Declarant's interests in the Property.

15.1.2. Purpose of Development Period. This Article gives Declarant certain rights during the Development Period to ensure a complete and orderly buildout and sellout of the Property, which is ultimately for the benefit and protection of Owners and mortgagees.

15.1.3. Intent to Build. Declarant, in its own name or through Declarant Affiliates, intends to construct dwellings on the Lots in connection with the sale of the Lots. However, Declarant may, without notice, sell some or all of the Lots to one or more other Builders to improve the Lots with dwellings to be sold and occupied. In that event and during the Development Period: (a) Declarant may declare any other Builder (including without limitation Declarant Affiliates) exempt, in whole or in part, from Assessments by the Association and from any obligation to make contributions to the Association's reserve funds and such exemption may be fixed for a designated period of time or may be indefinite; and (b) Declarant may, in its sole discretion, amend this Declaration to add or modify provisions addressing the role of a Builder in the Property and Declarant is hereby granted the authority to Unilaterally amend this Declaration as provided in Section 13.4 for this purpose.

15.2. [INTENTIONALLY LEFT BLANK]

15.3. DEVELOPMENT PERIOD RESERVATIONS GOVERNANCE. Declarant reserves the following powers, rights, and duties during the Development Period:

15.3.1. Incorporation of Association. Declarant will incorporate the Association as a Mississippi nonprofit corporation before the end of the Development Period.

15.3.2. Officers and Directors. During the Development Period, the Board may consist of 3 persons, or such other number as may be authorized in the Bylaws. During the Development Period, Declarant may appoint, remove, and replace any officer and any director of the Association, none of whom need be Members or Owners, and each of whom is indemnified by the Association as a "Leader." Declarant's unilateral right to remove and replace officers and directors applies to officers and directors who were elected or designated by Owners other than Declarant, as well as to Declarant's appointees.

15.3.3. Association Meetings. During the Development Period, meetings of the Association may be held at a location, date, and time that is convenient to Declarant, whether or not it is mutually convenient for the Owners.

15.3.4. Transition Meeting. Within 60 days after the end of the Development Period, or sooner at the Declarant's option, Declarant will call a transition meeting of the Owners for the purpose of electing, by vote of the Members, directors to the Board. Written notice of the transition meeting must be given to an Owner of each Lot at least 10 days before the meeting. The directors elected at the transition meeting will serve until the next annual meeting of the Association or a special meeting of the Association called for the purpose of electing directors, at which time the staggering of terms will begin. Homeowner's in attendance shall constitute quorum.

15.4. DEVELOPMENT PERIOD RESERVATIONS FINANCIAL. Declarant reserves the following powers, rights, and duties during the Development Period:

15.4.1. Association Budget. During the Development Period, the Declarantappointed Board will establish a projected budget for the Property as a fully developed, fully constructed, and fully occupied residential community with a level of services and maintenance that is typical for similar types of

developments in the general area of the Property, using cost estimates that are current for the period in which the budget is prepared.

15.4.2 Budget Funding. As long as the Declarant controls the Association by its appointment of a majority or more of the directors, Declarant is responsible for the difference between the Association's actual operating expenses and the Regular Assessments received from the Owners other than Declarant, and will provide any additional funds necessary to pay actual cash outlays of the Association. When Declarant ceases to control the Association, Declarant will cease being responsible for the difference between the Association's operating expenses and the Assessments received from Owners other than Declarant.

15.4.3. Enhancements. During the Development Period, Declarant, in Declarant's sole discretion, may, from time to time, voluntarily provide enhancements for the Property, such as higher levels of maintenance, management, insurance, seasonal color in landscaping, and recreational personnel. Such enhancements are not included in the Association's annual operating budget or, alternatively, if included are identified as Declarant enhancements. In the event that Declarant provides enhancements to the Property as authorized in this Section 15.4.3, Declarant may at any time cease providing such enhancements.

15.4.4. Declarant Assessments and Reserves. During the Development Period, any immovable property owned by Declarant is not subject to Assessment by the Association. During the Development Period, Declarant is not required to make contributions to the Association's reserve funds for the Lots owned by Declarant.

15.4.5. Commencement of Assessments. During the Development Period, Declarant will determine when the Association first levies Regular Assessments against the Lots.

15.4.6. Budget Control. During the Development Period, the right of Owners to veto Assessment increases or Special Assessments is not effective and may not be exercised.

15.4.7. Inspect and Correct Accounts. For a period of 5 years after termination of the Development Period, Declarant reserves for itself and for Declarant's accountants and attorneys, the right, but not the duty, to inspect, correct, and adjust the Association financial records and accounts from the Development Period. The Association may not refuse to accept an adjusting or correcting payment made by or for the benefit of Declarant. Notwithstanding any inferences to the contrary in the preamble paragraph of this Article 15, Declarant's rights under this Section 15.4.7 will not terminate until 5 years following the last day of the Development Period.

15.5. DEVELOPMENT PERIOD ADDITIONAL RESERVATIONS. Declarant reserves the following servitudes and rights, exercisable at Declarant's sole discretion, at any time during the Development Period, regardless of whether Declarant owns any Property at the time of use of the servitude or exercise of the right:

15.5.1. Platting. Unplatted parcels, if any, may be platted in whole or in part, and in phases. The right to plat belongs to the owner of the unplatted parcel, provided, however, that a plat that creates Common Areas or obligations for the Association must also be approved by Declarant.

15.5.2. Expansion. During the Development Period, Declarant may, in its sole discretion, annex to declare to be included as part of the Property: (a) any immovable property any portion of which is contiguous with, adjacent to, or within 1,000 feet of any immovable property that is subject to this Declaration, (b) any immovable property in any addition or subdivision platted by the County as a phase or section of the Property, or (c) located in a planned development district created by the County for the property subject to this Declaration. Declarant annexes immovable property by subjecting it to the Declaration and the jurisdiction of the Association by recording a supplement or an amendment of this Declaration, executed by Declarant, in the conveyance records of the County. The supplement or amendment of annexation must include a description of the additional immovable property or a reference to the recorded plat that describes the additional immovable property.

15.5.3. Withdrawal. Declarant may withdraw immovable property from the effect of this Declaration (a) if the owner of the withdrawn property consents to the withdrawal, and (b) if the withdrawal does not significantly and detrimentally change the appearance, character, operation, or use of the Property.

15.5.4. Changes in Development Plan. Declarant may modify the initial development plan to respond to perceived or actual changes and opportunities in the marketplace. Declarant may (a) change the sizes, dimensions, and configurations of Lots and streets; (b) change the minimum dwelling size; (c) change the building setback requirements; and (d) eliminate or modify any other feature of the Property.

15.5.5. Architectural Control. Declarant has the absolute right to serve as the Architectural Reviewer. Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights as Architectural Reviewer. Any such delegation must be in writing and must specify the scope of delegated responsibilities. Any such delegation is at all times subject to the unilateral rights of Declarant (a) to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated and (b) to veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason. Declarant also has the unilateral right to exercise architectural control over vacant Lots in the Property.

15.5.6. Amendment. Declarant may Unilaterally amend this Declaration and the other Community Documents, for any purpose, without consent of other Owners or any mortgagee.

15.5.7. Completion. Declarant has (a) the right to complete or make improvements indicated on the Plat; (b) the right to sell or lease any Lot owned by Declarant; and (c) a servitude and right to erect, construct, and maintain on and in the Common Area and Lots owned or leased by Declarant whatever Declarant determines to be necessary or advisable in connection with the construction, completion, management, maintenance, leasing, and marketing of the Property, including, without limitation, parking areas, temporary buildings, temporary fencing, portable toilets, storage areas, dumpsters, trailers, and commercial vehicles of every type.

15.5.8. Servitude to Inspect and Right to Correct. Declarant reserves for itself the right, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any structure, improvement, or condition that may exist on any portion of the Property, including the Lots, and a perpetual nonexclusive servitude of access throughout the Property to the extent reasonably necessary to exercise this right. Declarant will promptly repair, at its sole expense, any damage resulting from the exercise of this right.

15.5.9. Promotion. Declarant reserves for itself a servitude and right to place or install signs, banners, flags, display lighting, potted plants, exterior decorative items, seasonal decorations, temporary window treatments, and seasonal landscaping on the Property, including items and locations that are prohibited to other Owners and residents, for purposes of promoting, identifying, and marketing the Property and/or Declarant's dwellings, Lots, developments, or other products located outside the Property. Declarant reserves a servitude and right to maintain, relocate, replace, or remove the same from time to time within the Property. Declarant also reserves the right to sponsor marketing events (e.g., open houses, MLS tours, and brokers parties) on the Property to promote the sale of Lots.

15.5.10. Offices. Declarant reserves for itself the right to use dwellings owned or leased by Declarant as models, storage areas, and offices for the marketing, management, maintenance, customer service, construction, and leasing of the Property and/or Declarant's developments or other products located outside the Property. Also, Declarant reserves for itself the servitude and right to make structural changes and alterations on and to Lots and dwellings used by Declarant as models, storage areas, and offices, as may be necessary to adapt them to the uses permitted under this Declaration.

15.5.11. Access. Declarant has a servitude and right of ingress and egress in and through the Property for purposes of constructing, maintaining, managing, and marketing the Property, and for discharging Declarant's obligations under this Declaration. Declarant also has the right to provide a reasonable means of access for the homebuying public through any existing or future gate that restricts vehicular access to the Property in connection with the active marketing of Lots and homes by Declarant,

including the right to require that the gate be kept open during certain hours and/or on certain days. This provision may not be construed as an obligation or intent to gate the Property.

15.5.12. Utility Servitudes. Declarant may grant permits, licenses, and servitudes over, in, on, under, and through the Property for utilities, roads, and other purposes necessary for the proper development and operation of the Property. Declarant reserves the right to make changes in and additions to the servitudes on any Lot, as shown on the Plat, to more efficiently or economically install utilities or other improvements. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, television, cable, internet service, and security. To exercise this right as to land that is not a Common Area of the Property or not owned by Declarant, Declarant must have the prior written consent of the Owner.

15.6. DIFFERENT STANDARDS. Declarant has the right (1) to establish specifications for the construction of all initial improvements in the Property, (2) to establish different specifications for each neighborhood within the Property, and (3) to grant variances or waivers from communitywide standards to certain neighborhoods of the Property.

15.7. MARKETING OTHER LOCATIONS. This Declaration grants to Declarant a number of significant rights to market the Property. Declarant hereby reserves for itself and any current or future Declarant Affiliates the right to use each and every such right for the additional purposes of promoting, identifying, and marketing offsite developments of Declarant or Declarant Affiliates for the duration of the Development Period, even though Declarant and Declarant Affiliates may have completed the marketing of Lots or dwellings in the Property.

15.8. COMMON AREAS. For every Common Area capable of being conveyed to the Association, Declarant will convey title to the Common Area to the Association by one or more deeds - with or without warranty. Declarant's conveyance of title is a ministerial task that does not require and is not subject to acceptance by the Association or the Owners.

15.9. SUCCESSOR DECLARANT. Declarant may designate one or more Successor Declarants for specified designated purposes and/or for specified portions of the Property, or for all purposes and all of the Property. To be effective, the designation must be in writing, signed and acknowledged by Declarant and Successor Declarant, and recorded in the conveyance records of the County. Declarant (or Successor Declarant) may subject the designation of Successor Declarant to limitations and reservations. Unless the designation of Successor Declarant provides otherwise, a Successor Declarant has the rights of Declarant under this Section and may designate further Successor Declarants.

ARTICLE 16
GENERAL PROVISIONS

16.1. HIGHER AUTHORITY. In the event of a conflict between the Community Documents, the hierarchy of authority is as follows: the Plat (highest), this Declaration, Association's Articles of Incorporation, Bylaws, and the rules (lowest). Within the Declaration, Article 15 has the highest authority. In the event of any conflict between an action by, or decision of, Declarant pursuant to its rights under this Agreement and an action by, or decision of, the Association (including without limitation any agency, department, committee or other division of the Association), the action by, or decision of, Declarant will control.

16.2. NOTICE. All demands or other notices required to be sent to an Owner or resident by the terms of this Declaration may be sent by electronic, ordinary, or certified mail, postage prepaid, to the party's last known address as it appears on the records of the Association on the date the notice is issued. If an Owner fails to give the Association an address for sending notices, all notices may be sent to the Owner's Lot, and the Owner is deemed to have been given notice whether or not he actually receives it.

16.3. LIBERAL CONSTRUCTION. The terms and provisions of each Community Document are to be liberally construed to give effect to the purposes and intent of the Community Document. All doubts regarding a provision, including restrictions on the use or alienability of property, will be resolved first to

give effect to Declarant's intent to protect Declarant's interests in the Property, and second in favor of the operation of the Association and its enforcement of the Community Documents, regardless which party seeks enforcement.

16.4. RULES OF CONSTRUCTION. Invalidation of any provision of this Declaration by judgment or court order does not affect any other provision, which remains in full force and effect. The effect of a general statement is not limited by the enumeration of specific matters similar to the general. The captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. Unless the context provides otherwise, a reference to a gender includes all genders. Similarly, a reference to the singular includes the plural, the plural the singular, where the same would be appropriate. The word **"shall"** and **"will"** have the same meaning in this Declaration and are both to be interpreted as mandatory.

16.5. DURATION. Unless terminated or amended by Owners as permitted in this Declaration, the provisions of this Declaration run with and bind the Property and will remain in effect perpetually to the extent permitted by law.

THUS DONE AND PASSED, in multiple originals, in my office in _____County, Mississippi, on the day, month, and year first above written, and in the presence of the undersigned, competent witnesses, who hereunto sign their names with the said Declarant/Appearer and me, Notary, after reading of the whole.

WITNESSES:

DECLARANT/APPEARER

_____

Printed Name:_____

_____

By: _____

_____

Printed Name:_____

_____

NOTARY PUBLIC, in and for
_____ County, Mississippi
My Commission Expires: _____
Printed Name of Notary Public: _____
Number Assigned to Notary Public (or Bar Roll No.): _____

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
CONSTRUCTION SPECIFICATIONS

All improvements on a Lot must (1) comply with any applicable governmental ordinances and codes, (2) have a building permit issued by the appropriate governmental entity, if the type of improvement requires a permit, and (3) have the Architectural Reviewer's prior written approval. These three requirements are independent one does not ensure or eliminate the need for another. The Owner and/or Owner's contractor must comply with all three requirements. Without the Architectural Reviewer's prior written approval for a variance, improvements constructed on every Lot must have the following characteristics:

B.1. HOUSES. The principal improvement on a Lot must be one detached single family dwelling. The dwelling size, setbacks, and exterior materials must comply with the applicable ordinances and with any higher standards established by the Architectural Reviewer.

B.2. NEW CONSTRUCTION. The dwelling must be constructed on the Lot. A dwelling or addition constructed elsewhere may not be moved onto a Lot. Factorybuilt homes are not permitted, even though assembled or finished on the Lot. However, components of dwellings (such as roof trusses) may be manufactured offsite. The construction of a dwelling must be started promptly after the Architectural Reviewer approves the dwelling's plans and specifications. At the start of construction but not before building material to be used in the construction may be stored on the Lot. Once started, the dwelling and all improvements on the Lot must be completed with due diligence.

B.3. EXTERIOR WALL MATERIALS. The type, quality, and color of exterior wall materials must be approved by the Architectural Reviewer. Generally, the dwelling's total exterior area, minus windows and doors, must be masonry or masonry veneer, such as brick, stone, or stucco or siding which must be a cement fiber board product, such as HardiPlank and or Vinyl.

B.4. ROOFS. Roofs must be covered with material having a manufacturer's warranty of at least 20 years. The use of fiberglass shingles is permitted. The color of roofing material must be weatherwood or an equivalent earth tone color. The Architectural Reviewer may permit or require other weights, materials, and colors.

B.5. GARAGE AND DRIVEWAY. Each dwelling must have an attached garage. If the Lot has alley access, the garage must be a rear or side entry using the alley for access. The driveway must be surfaced with concrete.

B.6. CARPORTS. A carport may not be installed, constructed, or maintained on a Lot without the prior written consent of the Architectural Reviewer.

B.7. ACCESSORIES. Installation of all exterior items and surfaces, including address numbers, decorative hardware, external ornamentation, lights fixtures, and exterior paint and stain, is subject to the Architectural Reviewer's prior approval, including approval of design, color, materials, and location.

B.8. NO SUBDIVISION. No Lot may be subdivided. One or more Lots may be replatted with the approval of all Owners of the Lots directly affected by the replatting, and subject to the approval of the city. The parties executing the replat will provide a copy of the recorded replat to the Association. Replatting of Lots may not alter the number of votes and Assessments allocated to the Lots as originally platted. If replatting reduces the number of Lots by combining Lots, the joined Lot will have the votes and Assessments allocated to the Lots as originally platted.

B.9. UTILITIES. All utility lines and equipment must be located underground, except for: (1) elevated or surface lines or equipment required by a public utility or the city; (2) elevated or surface lines or equipment installed by Declarant as part of the development plan; and (3) surface equipment necessary to maintain, operate, or read underground facilities, such as meters, risers, service pedestals, and transformers. The Architectural Reviewer may require that utility meters, risers, pedestals, and transformers be visually screened from the street and neighboring Lots. Each Lot will use city water and sewage systems. Individual water supply and sewage disposal systems are not permitted.

(End of Exhibit B)

PERMITS/INSP PAYMENT RECPT#: 11419693
CITY OF GULFPORT
GULFPORT MS 39501

DATE: 08/04/22 TIME: 14:41
CLERK: cbrown DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 550.00

AMOUNT PAID: 550.00

PAID BY:
PAYMENT METH: CHECK
1007
REFERENCE:

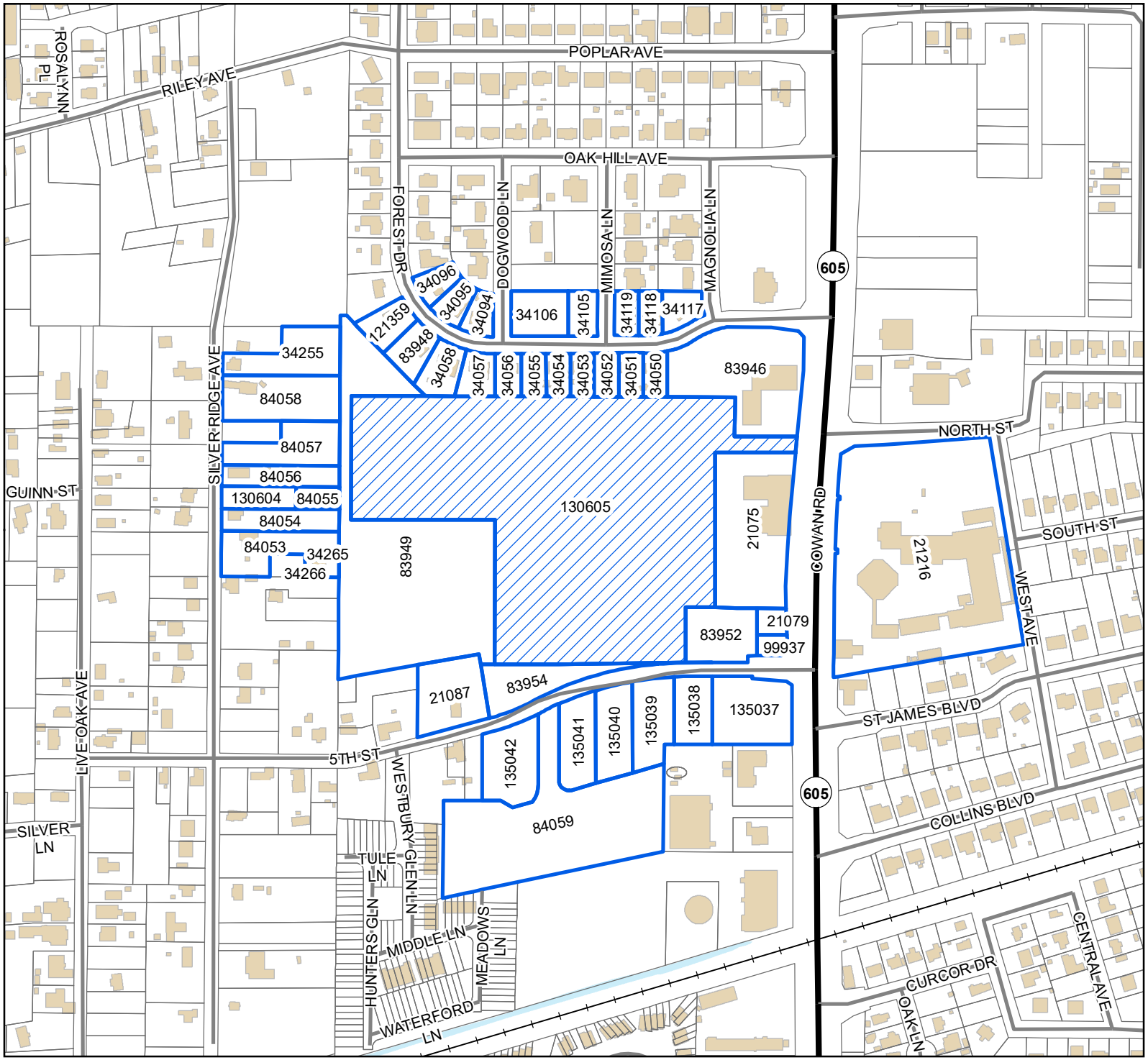
AMT TENDERED: 550.00
AMT APPLIED: 550.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	130605	1010M-01-013.001	C & G HOLDINGS, LLC (OWNER)	14397 CREOSOTE ROAD	GULFPORT	MS	39503
			Adjacent Property Owners (2209PC173)				
	34057	1010M-01-009.000	ROBINSON CAROLYN B -ESTATE- CO/KENNET	2840 MAPLE SPRINGS CT	MARIETTA	GA	30064
	21087	1010M-01-018.000	RETTIG JOHN C JR & BETSY C	23416 S PINECREST RD	SAUCIER	MS	39574
	130605	1010M-01-013.001	GRS BACARO CORP C/O RYAN LLC	P O BOX 847	CARLSBAD	CA	92018
	34050	1010M-01-002.000	CARR LATOYA	1317 FORREST DR	GULFPORT	MS	39507
	34119	1010L-03-052.000	MARTIN WILLIE H & CLARA J	510 MIMOSA LN	GULFPORT	MS	39507
	34118	1010L-03-053.000	EVANS EDNA E	1316 FOREST DRIVE	GULFPORT	MS	39501
	34096	1010L-03-038.000	VAUGHN DEJUANA M	538 N FOREST DR	GULFPORT	MS	39501
	34117	1010L-03-054.000	RICHARDSON JOHN & LADONNA	1318 FOREST DR	GULFPORT	MS	39507
	34095	1010L-03-037.000	LY DUY DANG & LE HANH T H	536 N FOREST DR	GULFPORT	MS	39507
	34052	1010M-01-004.000	ZANDERS KATHERINE A/K/A	1313 FOREST DR	GULFPORT	MS	39507
	34053	1010M-01-005.000	BOSS RUBY	1311 FOREST DR	GULFPORT	MS	39507
	21079	1010M-01-014.000	SLIDE RULE LLC	139 BAYOU CIR	GULFPORT	MS	39507
N	83949	1010M-01-012.000	GULFPORT CITY OF				0
	34055	1010M-01-007.000	DAUGHERTY ANNA LEE STRONG	1307 FOREST DR	GULFPORT	MS	39501
	34056	1010M-01-008.000	WELCH ROBERT J & MINNIE H	1305 FOREST DR	GULFPORT	MS	39507
	84058	1010M-01-034.000	JOHNSON SAMUEL L	486 SILVER RIDGE AVE	GULFPORT	MS	39507
	21216	1010N-05-083.000	CATHOLIC DIOCESE OF BILOXI	1790 POPPS FERRY ROAD	BILOXI	MS	39532
	84053	1010M-01-027.000	WILLIAMS SANDRA ANN -L/E-	448 SILVER RIDGE AVE	GULFPORT	MS	39507
	34255	1010M-01-035.000	JAIMOE	495 SILVER RIDGE	GULFPORT	MS	39501
	34058	1010M-01-010.000	SMITH MONIQUE & FREDERICK	1301 FOREST DR	GULFPORT	MS	39507
	84057	1010M-01-032.000	ROBERTS BILLY C & CHRISTINE D	P O BOX 7104	GULFPORT	MS	39506
	84054	1010M-01-028.000	HANDY MINNIE CRAIN -ESTATE-	452 SILVER RIDGE AVENUE	GULFPORT	MS	39507
	34054	1010M-01-006.000	PRIMUS SARAH E	1309 FOREST DR	GULFPORT	MS	39502
	84055	1010M-01-029.000	LADNER PENNY	15179 MALLENGER ST	GULFPORT	MS	39503
	83954	1010M-01-016.000	HOGAN PROPERTIES LLC	351 COWAN RD	GULFPORT	MS	39507
	34051	1010M-01-003.000	LOMBARD DIONNE	1315 FOREST DRIVE	GULFPORT	MS	39503
	34265	1010M-01-026.000	PITTMAN GREGORY	3601 MEADOWLARK DR	GULFPORT	MS	39501
	99937	1010M-01-014.001	THOMAS JACK LEE & JACK DELL	944 CLEVELAND AVE	GULFPORT	MS	39507
	83946	1010M-01-001.000	COWAN ROAD BAPTIST CHURCH OF GPT	P O BOX 7195	GULFPORT	MS	39506
	84056	1010M-01-031.000	SMITH FRANK & CARLA MICHELLE ETAL	464 SILVER RIDGE AVENUE	GULFPORT	MS	39507
	34105	1010L-03-047.001	SMITH MONIQUE & FREDERICK	4306 NORTH SHALLOWFORD RD APT 2	ATLANTA	GA	30341
	34094	1010L-03-036.000	NICHOLS IVAN L ETAL	1502 MILL RD	GULFPORT	MS	39507
	34106	1010L-03-047.002	BROWN SIDNEY JOSEPH & RHEANNE I	12353 WHITE OAK DR	GULFPORT	MS	39503
	34266	1010M-01-025.000	BARRON CHRIS & DETELLA	116 ALLEN HOLMES RD	BRAXTON	MS	39044

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	83948	1010M-01-011.000	BROOKS KATHERINE J	535 FOREST DR	GULFPORT	MS	39507
	121359	1010L-03-060.000	WILLIAMS BRENDA M	527 FOREST DR	GULFPORT	MS	39507
	21075	1010M-01-013.000	SLIDE RULE LLC	1049 5TH STREET	GULFPORT	MS	39507
N	83952	1010M-01-015.000	SLIDE RULE LLC	1049 5TH STREET	GULFPORT	MS	39507
	130604	1010M-01-029.001	DYNASTY ENTERPRISES & LADNER PENNY	2510 - HWY 53	PERKINSTON	MS	39573
	135040	1010M-02-001.004	HOGAN PROPERTIES LLC	351 COWAN RD	GULFPORT	MS	39507
N	135039	1010M-02-001.003	HOGAN PROPERTIES LLC	351 COWAN RD	GULFPORT	MS	39507
N	135038	1010M-02-001.002	HOGAN PROPERTIES LLC	351 COWAN RD	GULFPORT	MS	39507
N	135037	1010M-02-001.001	HOGAN PROPERTIES LLC	351 COWAN RD	GULFPORT	MS	39507
N	84059	1010M-02-001.000	HOGAN PROPERTIES LLC	351 COWAN RD	GULFPORT	MS	39507
N	135042	1010M-02-001.006	HOGAN PROPERTIES LLC	351 COWAN RD	GULFPORT	MS	39507
N	135041	1010M-02-001.005	HOGAN PROPERTIES LLC	351 COWAN RD	GULFPORT	MS	39507

2209PC173

General Plan Subdivision Zero Lot Line



Legend

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

0 60 120 180

Yards

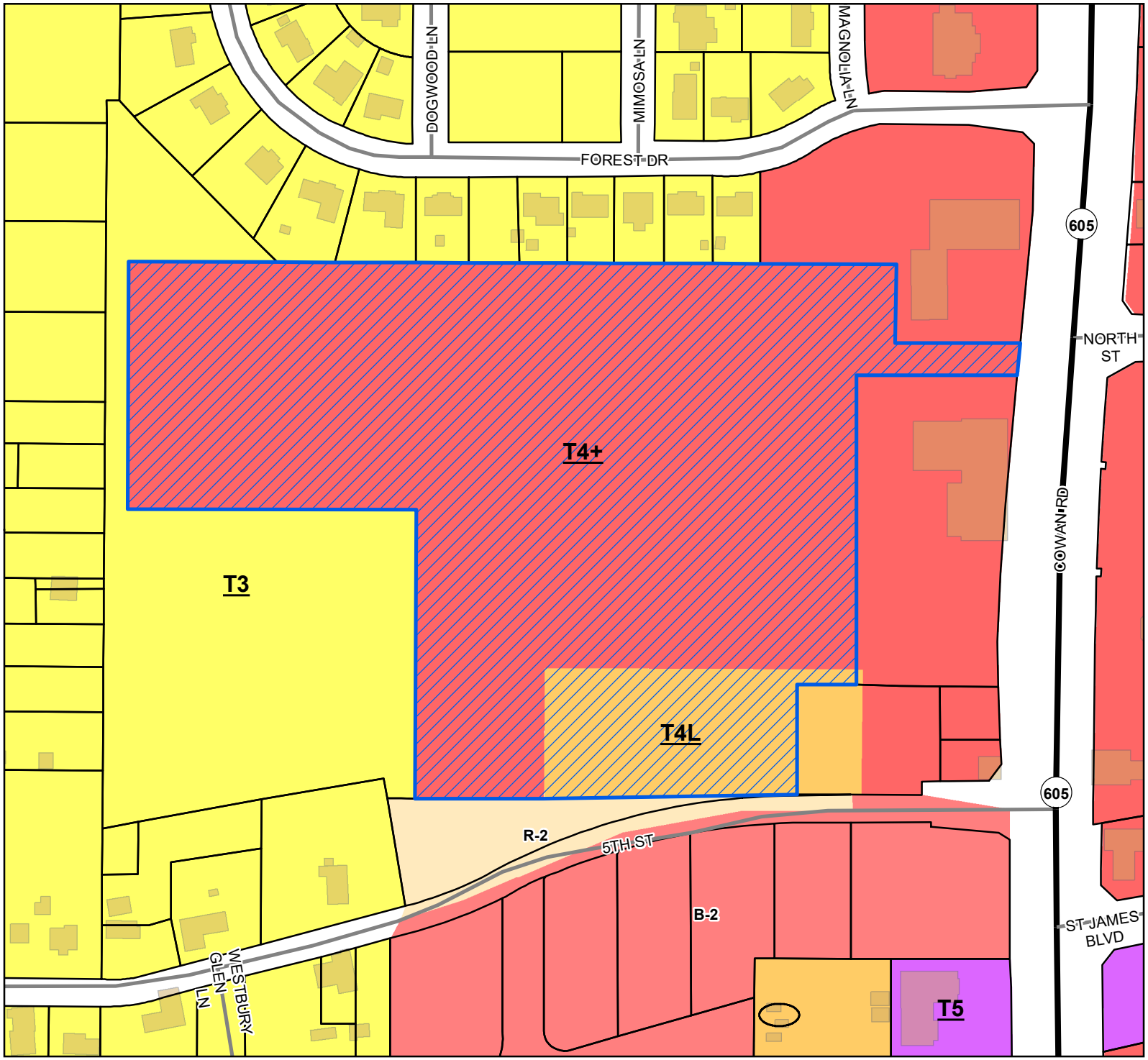
1 inch = 400 feet

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.

1010M-01-013.001

General Plan for Subdivision Zero Lot Line



Site
US or State Highway
Street
Parcels
Buildings

Smart Code

T5
T4+
T4L
T3

Zoning

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

Site Information

1010M-01-013.001
Zoning: T4+ (General Urban Zone "Plus")
T4L (General Urban Zone "Limited")
Size: 14.8 Acres

0 30 60 90
Yards

1 inch = 200 feet

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W E
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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.

SB

RE: General Plan 2209PC173, by owner C&G Holdings, LLC, tax parcel 1010M-01-013.001, Requests approval for a 75-lot Zero Lot Line subdivision (Gulf Grove), Cowan Rd, Zoned T4+ (General Urban Zone "Plus") and T4L (General Urban Zone "Limited"), 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, September 22, 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, September 22, 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:
IPL0088455
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
BLX - Legal Ads
Final Cost:
59.04
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
September 1, 2022 10:59:14 AM EDT
Amount:
58.92
Date
September 1, 2022 11:00:32 AM EDT
Amount:
0.12

SCHEDULE FOR AD NUMBER IPL00884550

September 5, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00884550

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, September 22, 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.

Final Plat 2209PC160, by owners Necaise Land L.P. & Dennis Stieffel, tax parcels 0807I-01-001.052 & 0807I-01-001.053, Approval of Final Plat for 3-lot subdivision (The Hunington Phase 4), Three Rivers Rd, Zoned R-1-15, (Single-family), Ward 7

Planning Commission Approval 2209SE161, by agent Garlon Pemberton, tax parcel 1010H-02-030.000, Request automotive sales use, 2137 E. Pass Road, Zoned B-1 (Neighborhood Business), Ward 2

Resubdivision 2209PC162, by owner Michael Morken, Divide into two new parcels, tax parcel 0811E-03-043.000, 1723 31st Ave, Zoned T3 (Sub-Urban Zone), Ward 2

Zoning Map Amendment 2209PC166, by agent Donovan Scruggs, tax parcels 0809I-01-020-000, 0809I-01-021.000, Request to rezone property from B-2 (General Business) to I-2 (Heavy industry districts), 9506 and 9524 Creosote Rd. Zoned B-2 (General Business), Ward 3

Planning Commission Approval 2209PC167, by owner Danyel Nichols, tax parcel 0710H-04-048.000, Requests a duplex use, Zoned R-1-5 (Single-family), Pear St & Hawthorn St, Ward 3

General Plan 2209PC168, by agent Heinrich and Associates, tax parcels 1009O-02-002.015 &1009O-02-002.000, Approval of a General Plan for 10-Lot subdivision (Bayou Plantations Subdivision Phase 2), Bayou Plantation Ln, Zoned R-2 (Single-family), Ward 5

Planning Commission Approval 2209PC169, by owner Gregory Pittman, tax parcel 0810E-01-041.000, Requests mobile home use, 8250 Indiana Ave, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2209PC170, by agent Randy Kirby, tax parcel 0809N-03-006.002, Requests a medical cannabis dispensary use, 9113 Hwy 49, Zoned B-4 (Highway business), Ward 3

Zoning Text Amendment 2209PC171, by Lauren Illing, City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I Definitions (B) Words and Phrases Medical cannabis Establishment and Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of Uses Medical Cannabis Dispensary

Resubdivision 2209PC172, by owners Nicholas Shay, Ronald David Brown, Leah Simon, & Carlos Gautreaux, tax parcel 0811L-04-122.000, Divide into two new parcels, 1301 31st Ave, Zoned T4+ (General Urban Zone "Plus"), Ward 2
General Plan 2209PC173, by owner C&G Holdings, LLC, tax parcel 1010M-01-013.001, Requests approval for a 75-lot Zero Lot Line subdivision (Gulf Grove), Cowan Rd, Zoned T4+ (General Urban Zone "Plus") and T4L (General Urban Zone "Limited"), Ward 2

This the 1st day of September, 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0088455
Sep 5 2022

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MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: September 22, 2022

Re: Other Business