

AGENDA
GULFPORT CITY PLANNING COMMISSION MEETING
CITY HALL COUNCIL CHAMBERS
THURSDAY, NOVEMBER 17, 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 - October 27, 2022

- G. Hearing of Cases**

G1. Public Declaration of Appeal Process of Chairman

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

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

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

- H. Planning Commission Decisions**

H1. Planning Commission Decisions

Planning Commission Approval 2210PC178, by agent John Dixon, tax parcel 0808L-02-017.000, Request approval to allow a medical cannabis dispensary use, 11370 HWY 49 Suite G, Zoned B-4 (Highway business), Ward 7

2. Planning Commission Approval 2210PC190:
Withdrawn by Applicant:

Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive sales of less than 50 vehicles & automotive laundry use, 2601 15th Ave, Zoned B-2 (General business), Ward 3

3. Planning Commission Approval 2211PC194:

Planning Commission Approval 2211PC194, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests for outdoor entertainment venue, 942 1/2 Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

4. Planning Commission Approval 2211PC196:

Planning Commission Approval 2211PC196, by owner Jermille Johnson, tax parcel 0810B-03-099.000, Requests mobile home use, W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

5. Planning Commission Approval 2211PC199:

Planning Commission Approval 2211PC199, by agent Terrell Roddy, tax parcel 0808D-04-004.000, Requests to allow a medical cannabis dispensary use, 12407 HWY 49 N, Zoned B-4 (Highway business), Ward 7

6. Special Exception 2211SE200
Withdrawn by Administration

Special Exception 2211SE200, by agent Adeeb Botros, tax parcel 0810C-03-059.000, Requests liquor store use, 8304 HWY 49 B, Zoned B-4 (Highway business), Ward 3

7. Planning Commission Approval 2211PC201:

Planning Commission Approval 2211PC201, by owners Barry & Theresa Weyland, tax parcel 1010E-03-007.015, Request home occupation for real estate office, 927 Old Towne St, Zoned T3 (Sub-Urban Zone), Ward 4

8. Planning Commission Approval 2211PC203:

Planning Commission Approval 2211PC203, by agent Doug Hanson, tax parcel 0811G-03-033.000, Request home occupation for mobile windshield repair business, 1632 2nd St, Zoned T4L (General Urban Zone "Limited"), Ward 2

9. Appeals 2211PC204:

Appeals 2211PC204, by owners 3112 Pass Rd LLC & Ronald Fremin II, tax parcel 0811D-04-009.000, Requests metal exterior on facility, 3112 Pass Road, Zoned I-1 (Light Industry), Ward 1

10. Planning Commission Approval 2211PC205:

Planning Commission Approval 2211PC205, by owners Yolanda & Marcus Stubbs, tax parcel 0908J-01-036.000, Requests home occupation for mobile notary use, 20 Joanna Lane, R-1-10 (Single-family) Ward 6

11. Planning Commission Approval 2211PC210:

Planning Commission Approval 2211PC210, by agent Addison Reimann, tax parcel 0809K-02-002.001, Request approval to allow a medical cannabis dispensary use, Creosote Rd, B-4 (Highway business), Ward 3

I. Planning Commission Recommendations

1. Zoning Map Amendment 2211PC195:

Zoning Map Amendment 2211PC195, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 942 1/2 Beach Blvd, Ward 2

2. Zoning Map Amendment 2211PC197:
Withdrawn by Applicant

Zoning Map Amendment 2211PC197, by owner Ian Smith, tax parcel 0908L-02-015.032, Requests to rezone from R-1-10 (Single-family) to R-B (Residence-business), 13530 Dedeaux Rd, Zoned R-1-10 (Single-family), Ward 6

3. Zoning Map Amendment 2211PC198:

Zoning Map Amendment 2211PC198, by agent Jorge Vargas, tax parcel 1007M-01-038.000, Requests to rezone from R-B (Residence-business) to R-E (Residence estate), 13062 Sheldon St, Zoned R-B (Residence-business), Ward 6

4. Zoning Map Amendment 2211PC202:

Zoning Map Amendment 2211PC202, by agent Joyce Unsworth, tax parcel 0710O-02-102.002, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4809 29th St, Zoned B-1 (Neighborhood business), Ward 1

5. Zoning Map Amendment 2211PC206:

Zoning Map Amendment 2211PC206, by owners Incia Hernandez & Wilson Martinez, tax parcel 0910N-01-018.001, Request to rezone from B-2 (General Business) to R-B (Residence Business), 3205 F Ave, Zoned B-2 (General Business), Ward 4

6. Zoning Map Amendment 2211PC207:

Zoning Map Amendment 2211PC207, by agent J. William Williams, tax parcels 0708P-01-004.007 & 0708P-01-006.000, Requests to rezone from R-1-15 (Single-family) to B-2 (General business), 11261 Old Highway 49, Zoned R-1-15 (Single-family), Ward 7

7. Zoning Map Amendment 2211PC209:

Zoning Map Amendment 2211PC209, by agent Robert Reimann, tax parcel 0809B-03-017.000, Requests to rezone from I-2 (Heavy Industry) to R-3 (General residence), River Ten Rd & Klein Rd, Zoned I-2 (Heavy Industry), Ward 7

J. Planning Commission Subdivisions

1. Resubdivison 2211PC208:

Resubdivision 2211PC208, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

2. Final Plat 2211PC211:

Final Plat 2211PC211, by agent Robert Reimann, tax parcels 0808O-02-016.000, 0808O-02-019.000, 0808O-02-015.000, Approval of Final Plat for 63-lot subdivision (Southern Breeze Subdivision) with 3 outparcels, Dedeaux Rd & Tanner Rd, Zoned R-1-5 (Single-family) & B-2 (General business), Ward 5

K. Other Business

L. Adjournment

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

- A. **Prayer**: The Planning Commission led a prayer.
- B. **Pledge of Allegiance**: The Pledge of Allegiance was recited.
- C. **Call to Order**: The meeting of the Planning Commission was called to order at **4:30pm**
- D. **Determination of a Quorum**: A roll call was performed and a quorum was determined.

BOARD MEMBERS PRESENT:

WM. PRINCE JONES
KEITH WILLIAMS
HAROLD SPANN
VIRGINIA ADOLPH
GARLON PEMBERTON
BJ SELLERS

BOARD MEMBERS ABSENT:

TIM DAIGLE JR.
CHARLIE HEWES
DOUG HANCOCK
BRANDON ELLIOTT

STAFF MEMBERS PRESENT:

GREG HOMES
CORY LONG
MATILDA WELCH
LORRAINE HUGHES
KEVIN BROWN

COURT REPORTER:

NORMA SOROE

E. **Confirmation of Agenda**:

F. **Adoption of Minutes**:

A motion by **Mr. Spann** to approve Minutes of the **September 22, 2022**, meeting was seconded by **Mrs. Adolph** and carried unanimously.

G. **Hearing of Cases**:

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

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

G3. Routine Agenda

1. Zoning Map Amendment 2209PC151:

Zoning Map Amendment 2209PC151, by owners Kenneth & Sherry Simmons, tax parcels 0910N-01-007.000, request to rezone from B-2 (General business) to R-B (Residence business) Ward 4

Speaking for the Petition: Mr. Simmons

Speaking against the Petition: None

Motion: Mrs. Adolph – To approve applicant request.

Second: Mr. Pemberton

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

Action: Motion carried unanimously.

2. Resubdivision 2209PC175:

Resubdivision 2209PC175, by owner Steven Austin, tax parcel 0810N-02-023.000, Divide into two new parcels, 2006 30th Street, Zoned B-2 (General business), Ward 3

Speaking for the Petition: Steven Austin

Speaking against the Petition: None

Motion: Mr. Sellers – To approve applicant request with conditions.

Second: Mr. Spann

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

Action: Motion carried unanimously.

3. Zoning Map Amendment 2204PC077: Withdrawn by Applicant (Remanded back to Planning Commission by City Council)

Zoning Map Amendment 2204PC077, by owner Gulf Coast Shipyard Realty, LLC, tax parcel

0909F-01-001.002, Request to rezone from I-2 (Heavy industry) to I-3 (Planned industrial park), 13085 Seaway Rd, Ward 5

Speaking for the Petition:

Speaking against the Petition:

Motion:

Second:

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

Action:

4. Planning Commission Approval 2210PC178:

Planning Commission Approval 2210PC178, by agent John Dixon, tax parcel 0808L-02-017.000, Request approval to allow a medical dispensary use, 11370 HWY 49 Suite G, Zoned B-4 (Highway business), Ward 7

Speaking for the Petition: Dixon John

Speaking against the Petition: None

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

Second: Mr. Pemberton

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

Action: Motion carried unanimously.

5. Zoning Map Amendment 2210PC181:

Zoning Map Amendment 2210PC181, by agent Derek Bjornstad, tax parcel 0711K-03-002.000, Request to rezone property from R-1-7.5 (Single-family) to R-2 (Single-family), 4707 Old Pass Rd, Zoned R-1-7.5 (Single-family), Ward 1

Speaking for the Petition: Julie Draper

Speaking against the Petition: None

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

Second: Mr. Spann

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

Action: Motion carried unanimously.

6. Zoning Text Amendment 2210PC184:

Zoning Text Amendment 2210PC184, by CRC Westside, amends the SmartCode Zoning Ordinance, as amended, Section 1.8.1 Damage Due to Emergency Conditions, Section 4.11.1 Damage Due to Emergency Conditions, and Section 5.12.1 Damage Due to Emergency Conditions.

Speaking for the Petition: Cory Long, Jim Foster, William J. McCown

Speaking against the Petition: None

Motion: Mr. Sellers – To approve City of Gulfport request.

Second: Mrs. Adolph

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

Action: Motion carried unanimously.

7. Planning Commission Approval 2210PC185:

Planning Commission Approval 2210PC185, by agent Stacy Craig, tax parcel 1007M-01-072.000, Request home occupation for a handyman, 13204 Curtis St, Zoned R-E (Residence estate), Ward 6

Speaking for the Petition: Stacy Craig

Speaking against the Petition: None

Motion: Mr. Jones – To approve applicant request

Second: Mrs. Adolph

KEITH WILLIAMS	– Chairman
HAROLD SPANN	– Yea
VIRGINIA ADOLPH	– Yea

CHARLIE HEWES	– Absent
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Absent
BRANDON ELLIOTT	– Absent
TIM DAIGLE JR	– Absent
GARLON PEMBERTON	– Yea

Action: Motion carried unanimously.

8. Zoning Map Amendment 2210PC186:

Zoning Map Amendment 2210PC186, by agent Ashleigh M. Vignes, tax parcel 0908M-01-010.000, Request to rezone from R-1-10 (Single-family) to B-1 (Neighborhood business), 13499 Dedeaux Rd, Ward 5

Speaking for the Petition: Ashleigh Vignes

Speaking against the Petition: None

Motion: Mrs. Adolph – To approve applicant request.

Second: Spann

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

Action: Motion carried unanimously.

9. Special Exception 2210SE188:

Special Exception 2210SE188, by agent Frankie Jackson, tax parcel 0809E-02-004.000, Requests a tattoo parlor use, 10000 Factory Shops Blvd, Suite 235, Zone B-4 (Highway business), Ward 3

Speaking for the Petition: Frankie Jackson

Speaking against the Petition: None

Motion: Mr. Sellers

Second: Mr. Jones

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

Action: Motion carried unanimously.

10. Planning Commission Approval 2210PC190:
(Deferred to November Meeting)

Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive body repair, 2601 15th Ave, Zoned B-2 (General business), Ward 3

Speaking for the Petition:

Speaking against the Petition:

Motion:

Second:

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

Action:

11. Zoning Map Amendment 2210PC191:

Zoning Map Amendment 2210PC191, by agent Donovan Scruggs, tax parcels 1009M-03-006.000 & 1009M-03-004.000, Requests to rezone property from R-1-7.5 (Single-family) to B-1 (Neighborhood business), 11451 and 11463 Hillcrest Rd, Ward 4

Speaking for the Petition: Virgil Gillespie, Robert Heinrich, Donovan Scruggs, Allen Purvis, Sharon L. Myers

Speaking against the Petition: Richard Sliman, Bobby Tullos, David Welckon, Warren Record, Dalton McGuire, Eddie Appel

Motion: Mr. Pemberton – To rezone parcel to R-B (Residential Business) Instead of the requested B-1 (Neighborhood Business) zoning.

Second: Mr. Sellers.

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

Action: Motion carried 5-1

12. Zoning Map Amendment 2210PC192:

Zoning Map Amendment 2210PC192, by agent Schwartz, Orgler & Jordan, PLLC, tax parcels 1010E-02-008.000 & 1010E-02-008.001, Requests to rezone property from T3 (Sub-Urban Zone) to T4+ (General Urban Zone "Plus"), 1285 Spring St, Ward 4

Speaking for the Petition: Jordon Mathews

Speaking against the Petition: None

Motion: Mr. Pemberton – To approve applicant request.

Second: Mr. Sellers

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

Action: Motion carried unanimously.

H. Other Business

I. Adjournment

There being no further business, a Motion was made by Mrs. Adolph to adjourn, seconded by Mr. Sellers and carried unanimously. The meeting adjourned at 6:53 pm.

	Date:
WILLIAM PRINCE JONES, Secretary	

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: November 17, 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: November 17, 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: November 17, 2022

Re: Planning Commission Approval 2210PC178:
Corrections to advertisement:

Planning Commission Approval 2210PC178, by agent John Dixon, tax parcel 0808L-02-017.000, Request approval to allow a medical cannabis dispensary use, 11370 HWY 49 Suite G, Zoned B-4 (Highway business), Ward 7

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2210PC178

Hearing Date: November 17, 2022

Current Zoning/Use: B-4 / Vacant tenant space in a commercial building

Legal: Planning Commission Approval 2210PC178, by agent John Dixon, tax parcel 0808L-02-017.000, Request approval to allow a medical dispensary use, 11370 HWY 49 Suite G, Zoned B-4 (Highway business), Ward 7

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. Several houses and some small apartments, which classified as a residential use, are within the 500-property line radius. By definition, this establishment would acquire possess, store, transfer, sell, supply or dispense medical cannabis.

EXECUTIVE SUMMARY

Ultimately, this use appears to meet 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 effect to 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 concern around the project is the nearby housing and vehicular access this development will influence. Per ordinance, the Planning Commission could "establish conditions and limitations with respect to the site plan."

It should also be noted in the report the police department requested denial of this project.

Any approval should consider these conditions:

1. Shall comply with all City Codes and Ordinances.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 10/17/2022.

Public Works: No conditions. Memo dated 10/17/2022.

Traffic and Safety: No conditions. Memo dated 10/17/2022.

Building Code Services: Must meet all current Building Codes and City of Gulfport Ordinances. Memo dated 10/12/2022.

Technical Report
PLANNING COMMISSION APPROVAL

GIS: No conditions. Memo dated 10/12/2022.

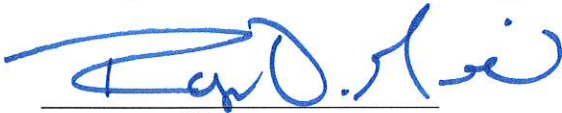
Police Department: Disapprove. Proposed location is directly adjacent to residential, location is less than 500 feet from residential. Memo dated 10/17/2022.

Fire Department: No conditions. Memo dated 10/13/2022.

City Arborist: No conditions. Memo dated 10/12/2022.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Ryan Merrill
Director of Urban Development Department

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2210PC178

Hearing Date: October 27, 2022

Current Zoning/Use: B-4 / Vacant tenant space in a commercial building

Legal: Planning Commission Approval 2210PC178, by agent John Dixon, tax parcel 0808L-02-017.000, Request approval to allow a medical dispensary use, 11370 HWY 49 Suite G, Zoned B-4 (Highway business), Ward 7

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. Several houses and some small apartments, which classified as a residential use, are within the 500 property line radius. By definition, this establishment would acquire possess, store, transfer, sell, supply or dispense medical cannabis.

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Ultimately, this use appears to meet 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 effect to 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 concern around the project is the nearby housing and vehicular access this development will influence. Per ordinance, the Planning Commission could "establish conditions and limitations with respect to the site plan."

It should also be noted in the report the police department requested denial of this project.

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Building Code Services: Must meet all current Building Codes and City of Gulfport Ordinances. Memo dated 10/12/2022.



Technical Report
PLANNING COMMISSION APPROVAL

GIS: No conditions. Memo dated 10/12/2022.

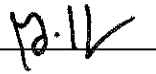
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Fire Department: No conditions. Memo dated 10/13/2022.

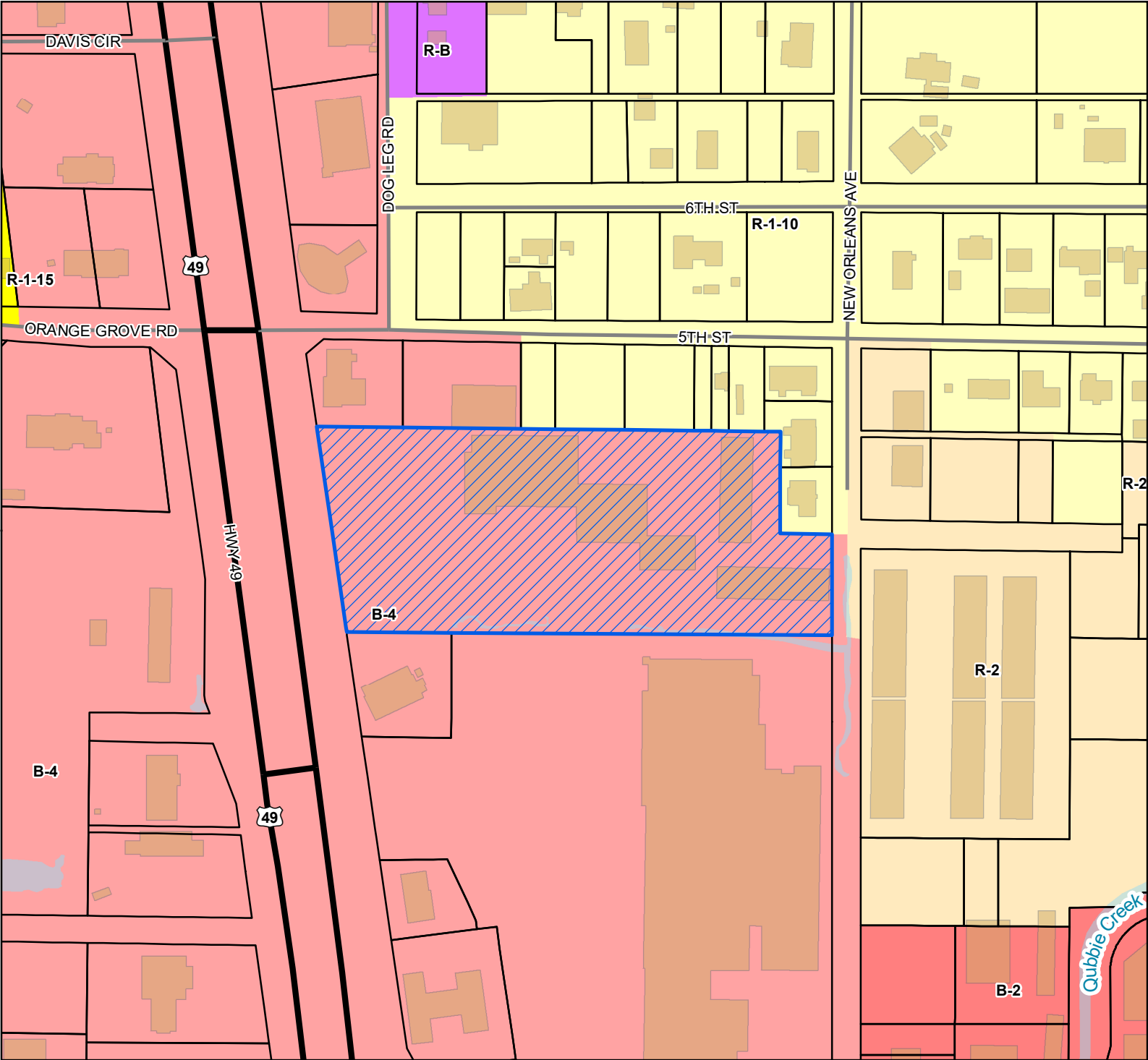
City Arborist: No conditions. Memo dated 10/12/2022.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

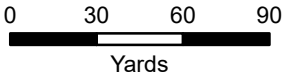


Greg Pietrangelo
Director of Urban Development Department



- Site
- US or State Highway
- Street
- Parcels
- Buildings
- Water Features
- Zoning**
 - B-2 - General Business District
 - B-4 - Highway Business District
 - R-1-10 - Single Family Residence (Low Density)
 - R-1-15 - Single Family Residence District (Low Density)
 - R-2 - Single Family Residence District (Medium Density)
 - R-B - Residence-Business District

Site Information
0808L-02-017.000
Zoning: B-4 (Highway business)
Size: 4.61 Acres
Flood: X



1 inch = 200 feet



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



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

For Staff Use Only

APPLICATION FOR PLANNING COMMISSION APPROVAL

Property Information

TAX PARCEL #

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Case Number: 2210PC178Date Received: 8-24-22

Receipt Number: _____

Received By: CAAZoning: B-4Ward: 7 Flood: XSize: 4.61 acres

(If necessary, use separate sheet of paper)

Address of Property Involved: 11370 Hwy 49 N. ^{Suite G} Gulfport, MS 39503Lot(s) 22, 23, 51, 52 Block(s) 14, 15, 24 Subdivision Harrison County

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

Please allow our tenant to receive licensing so
that he can open a medical dispensary

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

Rachel Investors, LLC
Printed Name of Owner
1055 St. Charles Ave Ste 701
Mailing Address
New Orleans LA 70130
City State Zip code
(504) 586-1166
Home Phone Work/Cell Phone
jsteiner@pmgkaving.com
Email
Joe Steiner
Signature of Owner

AGENT

John Dixon
Printed Name of Agent
9227 Nancy Dr
Mailing Address
Biloxi MS 39532
City State Zip code
228-380-1323
Home Phone Work/Cell Phone
E2Poker@aol.com
Email
[Signature]
Signature of Agent

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

☐

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

Rachel Investors LLC
1055 St. Charles Ave, New Orleans, LA 70130
(504) 586-1166

As manager and owner of Rachel Investors, LLC, a corporation organized and existing under the laws of the State of Louisiana, I certify that the following is true and correct.

As manager and owner of Rachel Investors, LLC, I am empowered and authorized to execute and deliver contracts on behalf of the company.

I hereby certify that I am a member and manager of Rachel Investors, LLC.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature with a notary seal

this 23 day of AUGUST 2022.

State of LOUISIANA

County of ORLEANS

Please allow this corporate memorandum to authorize Dixon Dispensaries L.L.C. to move forward with their plans, permits, licenses and approvals for the leased premises situated in Gulfport, MS and bearing the municipal address of 11370 Hwy 49 North.

Jane B Steiner

Jane B. Steiner
Rachel Investors L.L.C.



Jeffrey W. Peters
JEFFREY W. PETERS
Notary Public
Notary ID No. 87594

State of Louisiana - Commission is for Life



Designation of Agent

I, Jane Steiner, being owner of the property 11370 Hwy 49N, Suite G
which is the subject of this application hereby authorize John M. Dixon 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.

Jane Steiner
Signature

8/2/22
Date

Louisiana Parish ORLEANS
STATE OF MISSISSIPPI | COUNTY OF HARRISON

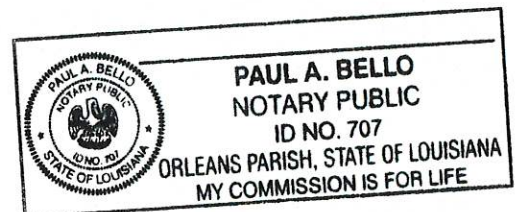
Given under my hand and seal of office this the 2nd day of August, 20 22

Notary Public

Paul A. Bello #707

AT MY DEATH

Commission Expiration

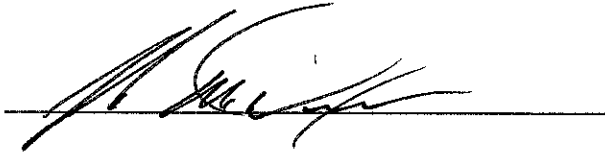


292
DIXON

Dixon Dispensary LLC Business Description

Dixon Dispensary LLC will provide products that are compliant with local and state regulations. This will include THC based products for medical card holding patients with the appropriate credentials required to purchase provided by the state. Dixon Dispensary LLC will be located in a unit rental based physical storefront. All products will be kept from view from the outside. Signage will be non-intrusive as well as minimal. All interactions will be treated with the utmost of respect and professionalism. The business will not degrade the quality of the area or its inhabitants in any shape or form.

Owner Signature: _____

A handwritten signature in black ink, appearing to be "J. McLaughlin", written over a horizontal line.

Date: August 12th, 2022

11370 Highway 49 Ste G
Gulfport, MS 39503

Dixon Dispensary LLC

To whom it may concern, this plan lays out the ways in which the proposed business site will address the following issues:

Transportation and access

The proposed business location is in an operational area where traffic can and currently does flow easily in the area. The location also provides adequate parking for patrons. The proposed site is set several feet away from the main highway avoiding any traffic hazards from the main highway. The location should not impede the flow of traffic at any point on any nearby roadways.

Water Supply

The facility has adequate running water for any intended use throughout the facility. Water services will be provided by local water companies.

Waste Disposal

The facility has operating waste disposal lines as well as adequate waste disposal equipment. All waste will be discarded properly in accordance with local laws and regulations.

Fire and Police protection

The facility will follow all local fire regulations that are required. This will include all local ordinances that are currently in effect as well as any future amendments. The facility will be under the local jurisdiction of the local Gulfport police department.

Christina M. Highsmith

From: Mike Dixon <ezpoker@aol.com>
Sent: Wednesday, August 24, 2022 12:07 PM
To: Christina M. Highsmith
Subject: App

other public Facilities

This is similar to my pharmacy which will require no additional facilities. Sent from my iPhone

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

The facility will not create additional issue for the area in which it is located. Traffic flow will not be impeded by the addition, waste will be disposed of properly, and all local ordinances will be followed such as noise and signage. The location in which the business is located will be maintained properly at all times and not cause any disruption to the local communities or businesses.

Sincerely,

John Dixon

X

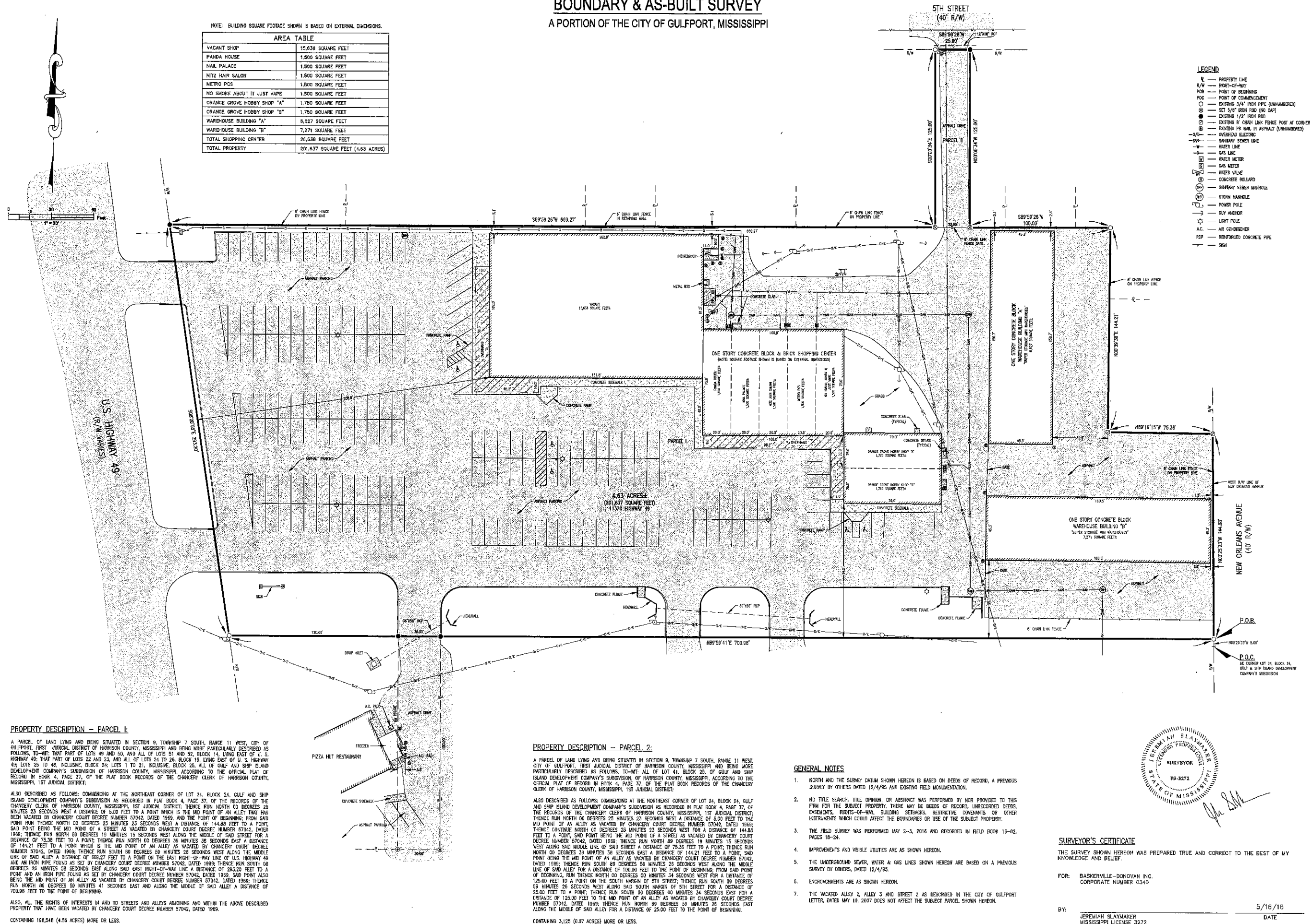
A handwritten signature in black ink, appearing to read "John Dixon", written over a horizontal line.

Date: August 12th, 2022

BOUNDARY & AS-BUILT SURVEY
A PORTION OF THE CITY OF GULFPORT, MISSISSIPPI

NOTE: BUILDING SQUARE FOOTAGE SHOWN IS BASED ON EXTERNAL DIMENSIONS.

AREA TABLE	
VACANT SHOP	15,638 SQUARE FEET
PANDA HOUSE	1,500 SQUARE FEET
NAIL PALACE	1,800 SQUARE FEET
HITZ HAIR SALON	1,800 SQUARE FEET
METRO PCS	1,800 SQUARE FEET
NO SMOKE ABOUT IT JUST VAPE	1,500 SQUARE FEET
ORANGE GROVE HOBBY SHOP "A"	1,750 SQUARE FEET
ORANGE GROVE HOBBY SHOP "B"	1,750 SQUARE FEET
WAREHOUSE BUILDING "A"	8,827 SQUARE FEET
WAREHOUSE BUILDING "B"	7,271 SQUARE FEET
TOTAL SHOPPING CENTER	26,636 SQUARE FEET
TOTAL PROPERTY	201,837 SQUARE FEET (4.63 ACRES)



PROPERTY DESCRIPTION - PARCEL 1:

A PARCEL OF LAND LYING AND BEING SITUATED IN SECTION 9, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: TO-WIT: THAT PART OF LOTS 22 AND 23, AND ALL OF LOTS 24 TO 26, BLOCK 15, LYING EAST OF U. S. HIGHWAY 49; THAT PART OF LOTS 22 AND 23, AND ALL OF LOTS 24 TO 26, BLOCK 15, LYING EAST OF U. S. HIGHWAY 49; LOTS 25 TO 48, INCLUSIVE; BLOCK 24; LOTS 1 TO 21, INCLUSIVE; BLOCK 26, ALL OF GULF AND SHIP ISLAND DEVELOPMENT COMPANY'S SUBDIVISION OF HARRISON COUNTY, MISSISSIPPI, ACCORDING TO THE OFFICIAL PLAT OF RECORD IN BOOK 4, PAGE 37, OF THE PLAT BOOK RECORDS OF THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI, 1ST JUDICIAL DISTRICT;

ALSO DESCRIBED AS FOLLOWINGCOMMENCING AT THE NORTHEAST CORNER OF LOT 24, BLK 2, GOLF AND SHIP
 ISLAND DEVELOPMENT COMPANY'S SUBDIVISION AS RECORDED IN PLAT BOOK 4, PAGE 37, OF THE RECORDS OF
 THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI, 1ST JUDICIAL DISTRICT; THENCE RUN NORTH 00 DEGREES 28
 MINUTES 23 SECONDS WEST A DISTANCE OF 5.00 FEET TO A POINT WHICH IS THE MID POINT OF AN ALLEY THAT HAS
 BEEN OPENED BY CHANCERY COURT DECREE NUMBER 57042, DATED 1969, AND THE POINT OF BEGINNING; FROM SAID
 POINT RUN THECHANCEY COURT DECREE NUMBER 57042, DATED 1969, AND THE POINT OF BEGINNING; FROM SAID
 POINT BEING THE MID POINT OF A STREET AS VACATED BY CHANCERY COURT DECREE NUMBER 57042, DATED
 1969; THENCE RUN NORTH 89 DEGREES 15 MINUTES 15 SECONDS WEST ALONG THE MIDDLE OF SAID STREET FOR A
 DISTANCE OF 144.21 FEET TO A POINT; THENCE RUN NORTH 00 DEGREES 39 MINUTES 36 SECONDS EAST A DISTANCE
 OF 144.21 FEET TO A POINT; THENCE RUN SOUTH 89 DEGREES 15 MINUTES 15 SECONDS WEST ALONG THE MIDDLE
 LINE OF SAID ALLEY A DISTANCE OF 669.27 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 48
 AND THE POINT OF BEGINNING; FROM SAID POINT BEING THE MID POINT OF AN ALLEY AS VACATED BY CHANCERY
 COURT DECREE NUMBER 57042, DATED 1969; THENCE RUN NORTH 89 DEGREES 15 MINUTES 15 SECONDS WEST
 ALONG THE MIDDLE OF AN IRON PIPE FOUND AS SET BY CHANCERY COURT DECREE NUMBER 57042, DATED 1969, SAID POINT ALSO
 BEING THE MID POINT OF AN ALLEY AS VACATED BY CHANCERY COURT DECREE NUMBER 57042, DATED 1969; THENCE
 RUN NORTH 89 DEGREES 15 MINUTES 15 SECONDS WEST ALONG THE MIDDLE OF SAID ALLEY A DISTANCE OF
 700.96 FEET TO THE POINT OF BEGINNING.

ALSO, ALL THE RIGHTS OF INTERESTS IN AND TO STREETS AND ALLEYS ADJOINING AND WITHIN THE ABOVE DESCRIBED PROPERTY THAT HAVE BEEN VACATED BY CHANCERY COURT DECREE NUMBER 57042, DATED 1969.

CONTAINING 198,548 (4.56 ACRES) MORE OR LESS.

PROPERTY DESCRIPTION - PARCEL 2:

A PARCEL OF LAND LYING AND BEING SITUATED IN SECTION 9, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: ALL OF LOT 41, BLOCK 25, OF GULF AND SHIP ISLAND DEVELOPMENT COMPANY'S SUBDIVISION, OF HARRISON COUNTY, MISSISSIPPI, ACCORDING TO THE OFFICIAL PLAT OF RECORD IN BOOK 4, PAGE 37, OF THE PLAT BOOK RECORDS OF THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI, 1ST JUDICIAL DISTRICT:

ALSO DESCRIBED AS POINTS, COMMENCING AT THE NORTHEAST CORNER OF LOT 24, BLOCK 24, HALF
 AND SPILL ISLAND DEVELOPMENT COMPANY'S SUBDIVISION AS RECORDED IN PLAT PAGE 4, PAGE 37,
 OF THE RECORDS OF THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI, 1ST JUDICIAL DISTRICT;
 BEING THE POINT OF BEGINNING OF THE VACATED ALLEY, BEING THE POINT OF BEGINNING OF THE
 MID POINT OF AN ALLEY AS VACATED BY CHANCERY COURT DEGREE NUMBER 57042, DATED 1988;
 THENCE CONTINUE NORTH 00 DEGREES 28 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 144.80
 FEET TO THE POINT OF BEGINNING OF THE VACATED ALLEY, BEING THE POINT OF BEGINNING OF THE
 DEGREE NUMBER 57042, DATED 1988; THENCE RUN NORTH 89 DEGREES 19 MINUTES 15 SECONDS
 WEST ALONG SAID MIDDLE LINE OF SAID STREET A DISTANCE OF 70.36 FEET TO A POINT, THENCE RUN
 NORTH 89 DEGREES 19 MINUTES 15 SECONDS WEST ALONG SAID MIDDLE LINE OF SAID STREET
 POINT BEING THE MID POINT OF AN ALLEY AS VACATED BY CHANCERY COURT DEGREE NUMBER 57042,
 DATED 1988; THENCE RUN SOUTH 89 DEGREES 08 MINUTES 26 SECONDS WEST ALONG THE MIDDLE
 LINE OF SAID STREET A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING OF THE
 OF BEGINNING, RUN THENCE NORTH 00 DEGREES 00 MINUTES 24 SECONDS BEGINNING FROM SAID POINT
 125.00 FEET TO A POINT ON THE SOUTH MARGIN OF 5TH STREET, THENCE RUN SOUTH 89 DEGREES
 55 MINUTES 26 SECONDS WEST ALONG SAID MIDDLE LINE OF 5TH STREET FOR A DISTANCE OF
 125.00 FEET TO THE POINT OF BEGINNING OF THE VACATED ALLEY, BEING THE POINT OF BEGINNING
 OF DISTANCE OF 125.00 FEET TO THE MID POINT OF AN ALLEY AS VACATED BY CHANCERY COURT DEGREE
 NUMBER 57042, DATED 1988; THENCE RUN NORTH 89 DEGREES 58 MINUTES 24 SECONDS EAST

CONTAINING 3.125 (0.07 ACRES) MORE OR LESS

GENERAL NOTES

1. NORTH AND THE SURVEY DATA SHOWN HEREON IS BASED ON DEEDS OF RECORD, A PREVIOUS SURVEY BY OTHERS DATED 12/4/85 AND EXISTING FIELD MONUMENTATION.
2. NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NCR PROVIDED TO THIS PROJECT. THE SUBJECT PROPERTY, THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
3. THE FIELD SURVEY WAS PERFORMED MAY 2-3, 2016 AND RECORDED IN FIELD BOOK 18-02, PAGES 18-24.
4. IMPROVEMENTS AND VISIBLE UTILITIES ARE AS SHOWN HEREON.
5. THE UNDERGROUND SEWER, WATER & GAS LINES SHOWN HEREON ARE BASED ON A PREVIOUS SURVEY BY OTHERS, DATED 12/4/85.
6. ENCROACHMENTS ARE AS SHOWN HEREON.
7. THE VACATED ALLEY 2, ALLEY 3 AND STREET 2 AS DESCRIBED IN THE CITY OF GULFPORT LETTER, DATED MAY 10, 2007 DOES NOT AFFECT THE SUBJECT PARCEL, SHOWN HEREON.

SURVEYOR'S CERTIFICATE

THE SURVEY SHOWN HEREON WAS PREPARED TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

FOR: BASKERVILLE-DONOVAN INC
CORPORATE NUMBER 0340

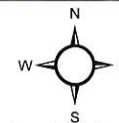
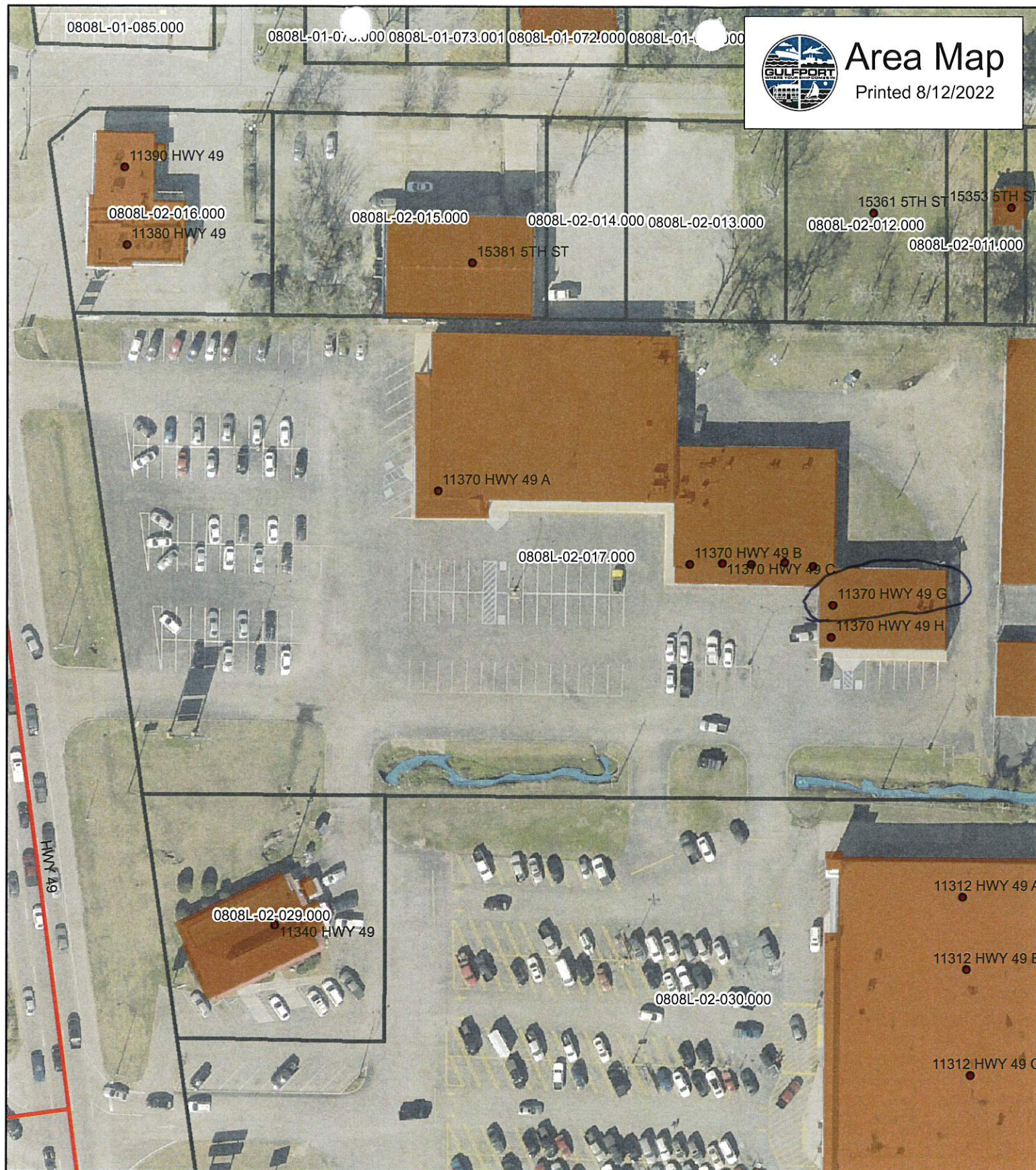
BY: JEREMIAH SLAYMAKER
MISSISSIPPI LICENSE 3272

5/16/16
DATE

This drawing is the property of
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other project and is to be returned
upon request.

A PORTION OF SECTION 9, TOWNSHIP 7
SOUTH, RANGE 11 WEST, CITY OF
GULFPORT, HARRISON COUNTY, MISSISSIPPI

PROPERTY MANAGEMENT GROUP, LLC	DESIGNED BY: FCC		NO.	DATE	APPR.	REVISION/ACTION TAKEN
	CHK'D BY: RSM					
	PROJ. MGR: RSM					
	DATE: 5/16/16					


$$1 \text{ inch} = 80^s \text{ feet}$$

-  Addresspoints
  Principal Arterial
  Minor/Residential
  WaterFeatures
  Parcels
- Harrison_HughRes_2020.sid**
RGB
 Red: Band_1
 Green: Band_2
 Blue: Band_3

DATA DISCLAIMER:

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.

ENTERED

FOR AND IN CONSIDERATION of the sum of TEN AND 00/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of which are hereby acknowledged, KXB, Inc., a Mississippi corporation, does hereby sell, convey and warrant unto RACHEL INVESTORS, L.L.C., a Louisiana limited liability company the following described property, located in the First Judicial District of Harrison County, Mississippi, to-wit:

PARCEL I

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

That part of Lots 49 and 50, and all of Lots 51 and 52, Block 14, lying east of U. S. Highway 49; that part of Lots 22 and 23, and all of Lots 24 to 26, Block 15, lying east of U. S. Highway 49; Lots 25 to 48, inclusive, Block 24; Lots 1 to 21, Inclusive, Block 25, all of Gulf and Ship Island Development Company's Subdivision, of Harrison County, Mississippi, according to the official plat of record in Book 4, Page 37, of the Plat Book Records of the Chancery Clerk of Harrison County, Mississippi, First Judicial District, together with all the rights or interests in and to streets and alleys adjoining and within the above described property that have been vacated by Chancery Court Decree Number 57,042, dated 1969.

The above property is also described as being a parcel of land lying and being situated in Section 9, Township 7 South, Range 11 West, Harrison County, Mississippi, and more particularly described as follows: COMMENCING at the Northeast corner of Lot 24, Block 24, Gulf and Ship Island Development Company's Subdivision as recorded in Plat Book 4, Page 37, of the records of the Chancery Clerk of Harrison County, Mississippi, First Judicial District; thence run N 00°25'23" W a distance of 5.00 feet to a point which is the mid point of an alley that has been vacated by Chancery Court Decree Number 57,042, dated 1969; and the POINT OF BEGINNING; from said point run thence N 00°25'23" W a distance of 144.88 feet to a point, said point being the mid point of a street as vacated by Chancery Court Decree Number 57,042, dated 1969; thence run N 89°19'15" W along the middle line of said street a distance of 75.38 feet to a point; thence run N 00°39'38" E a distance of 144.21 feet to a point which is the mid point of an alley as vacated by Chancery Court Decree Number 57,042, dated 1969; thence run S 89°59'26" W along the middle line of said alley a distance of 669.27 feet to a point on the east right-of-way line of U. S. Highway 49 and an iron pipe found as set by Chancery Court Decree Number 57,042, dated 1969; thence run S 08°26'58" E along said east right-of-way line a distance of 293.20 feet to a point and an iron pipe found as set by Chancery Court Decree Number 57,042, dated 1969; said point also being the mid point of an alley as vacated by Chancery Court Decree Number 57,042, dated 1969; thence run N 89°59'14" E and along the middle line of said alley a distance of 700.96 feet to the POINT OF BEGINNING; containing 198,510 square feet or approximately 4.56 acres.

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

All of Lot 41, Block 25, of Gulf and Ship Island Development Company's Subdivision, of Harrison County, Mississippi, First Judicial District, according to the official plat of record in Book 4, Page 37, of the Plat Book Records of the Chancery Clerk of Harrison County, Mississippi, First Judicial District, together with all the rights or interests in and to streets and alleys adjoining the above described property that have been vacated by Chancery Court Decree Number 57,042, dated 1969.

The above property is also described as being a parcel of land lying and being situated in Section 9, Township 7 South, Range 11 West, Harrison County, Mississippi, and more particularly described as follows: COMMENCING at the Northeast corner of Lot 24, Block 24, Gulf and Ship Island Development Company's Subdivision as recorded in Plat Book 4, Page 37, of the records of the Chancery Clerk of Harrison County, Mississippi, First Judicial District; thence run N 00°25'23" W a distance of 5.00 feet to the mid point of an alley as vacated by Chancery Court Decree Number 57,042, dated 1969; thence continue N 00°25'23" W for a distance of 144.88 feet to a point; said point being the mid point of a street as vacated by Chancery Court Decree Number 57,042 dated 1969; thence run N 89°19'15" W along the middle line of said street a distance of 75.38 feet to a point; thence run N 00°39'38" E a distance of 144.21 feet to a point; said point being the mid point of an alley as vacated by Chancery Court Decree Number 57,042, dated 1969; thence run S 89°59'26" W along the middle line of said alley for a distance of 100.00 feet to the POINT OF BEGINNING; from said POINT OF BEGINNING, run thence N 00°00'34" W for a distance of 125.00 feet to a point on the South margin of 5th Street; thence run S 89°59'26" W along said South margin of 5th Street for a distance of 25.00 feet to a point; thence run S 00°00'34" E for a distance of 125.00 feet to the mid point of an alley as vacated by Chancery Court Decree Number 57,042, dated 1969; thence run N 89°59'26" E along the middle of said alley for a distance of 25.00 feet to the POINT OF BEGINNING: containing 3,125 square feet or approximately 0.07 acres.

This conveyance is made subject to the following:

1. Prior reservation of all oil, gas and other minerals in, on and under subject property.
2. Easement to Winston A. Winter, et al dated 8/14/81 and recorded in deed book 916 at page 618.
3. Easement to Orange Grove Utilities dated 4/20/82 and recorded in deed book 928 at page 274.
4. Easement to Orange Grove Utilities dated 4/20/82 and recorded in deed book 928 at page 277.
5. Lease to Katz & Besthoff #292, Inc. dated 12/1/81 and recorded in deed book 922 at page 5.

It is understood and agreed that the taxes for the year 1995 will be prorated and adjusted between Grantor and Grantee as of the

date of this conveyance on an estimated basis. When said taxes are actually determined, if the proration is incorrect, then the Grantee agrees to pay to the Grantor any amount due on an actual proration and likewise the Grantor agrees to pay to the Grantee any amount over paid.

WITNESS the signature of the undersigned, this the 17th day of November, 1995.

KXB, INC.

By: James J. LeBlanc

James J. LeBlanc, President

STATE OF LOUISIANA
PARISH OF ORLEANS

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, on this the 17th day of November, 1995, James J. LeBlanc, duly identified before me, who acknowledge that he is the President of KXB, Inc., a Mississippi corporation, and that he executed the above and foregoing Warranty Deed and for and on behalf of said corporation and as its act and deed, having been first duly authorized so to do.

Don L. Lefter
NOTARY PUBLIC

My commission is for life.

Address of Grantor:
KXB, Inc.
K & B Plaza, Lee Circle
New Orleans, Louisiana 70130
(504) 586-1234

Address of Grantee:
Rachel Investors, L.L.C.
1055 St. Charles Avenue
New Orleans, Louisiana 70130
(504) 585-4412

THIS INSTRUMENT PREPARED BY:
Brian Leftwich
Montgomery, Barnett, Brown, Read, Hammond & Mintz
3200 Energy Centre
1100 Poydras Street
New Orleans, Louisiana 70163-3200

Index: Lots in Gulf & Ship Island Development Company S/D

56C-16
630,591 A4
srb

STATEMENT OF FEES

Recording Fee \$6.00
Abstracting/Section Fee at 1.00
\$1.00 each
Marginal Entry at .50 each
Other 1.00
TOTAL FEES COLLECTED 7.00

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

I hereby certify that this instrument was received and filed for record at 4 o'clock
and 10 minutes P. M. on 21st day of Nov, A.D. 19 95
and recorded Nov 22, 19 95 in Records of Deeds
Book 1320 Pages 325-327

By: 6923

G. N. CREEL, Chancery Clerk

Cindy Wicks

D.C.

MISCELLANEOUS PAYMENT RECPT#: 11447474
CITY OF GULFPORT

GULFPORT, MS 39501

DATE: 08/24/22 TIME: 12:21:31
CLERK: mcunningh DEPT:
CUSTOMER#: 0

COMMENT:

CHG: PZD PLANNING AND ZO 75.00

AMOUNT PAID: 75.00

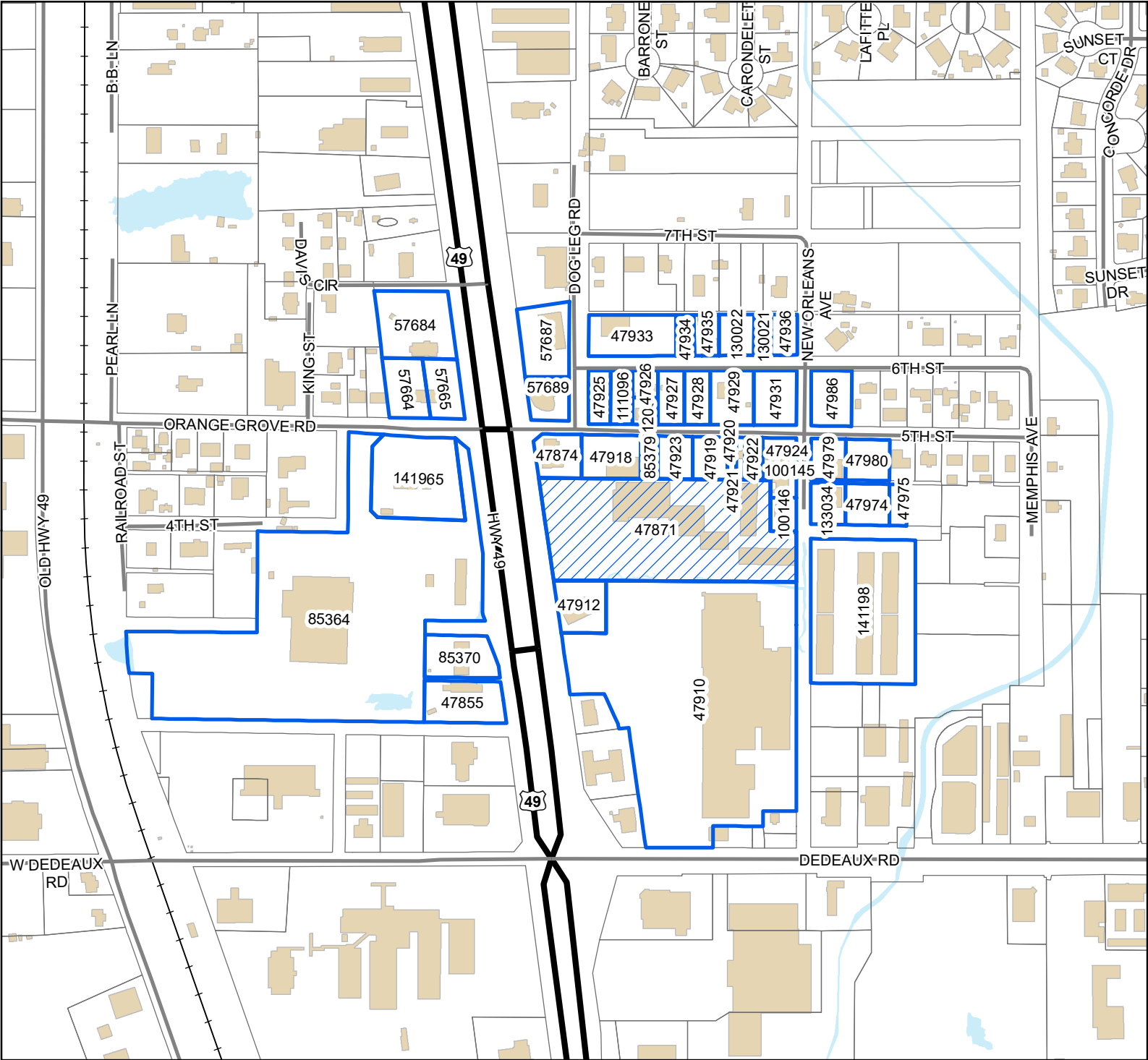
PAID BY: JOHN DIXON
PAYMENT METH: CASH

REFERENCE:

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

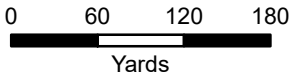
Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	47871	0808L-02-017.000	RACHEL INVESTORS LLC (OWNER)	1055 ST. CHARLES AVE STE 701	NEW ORLEANS	LA	70130
	47871	0808L-02-017.000	JOHN DIXON (AGENT)	9227 NANCY DR	BILOXI	MS	39532
N			Adjacent Property Owners (0808L-02-017.000)				
	130022	0808L-01-077.002	HARRIS TARA J & WILLIAM N	10417 FOX FARM TRAIL	JUNEAU	AK	99801
	47980	0808L-02-006.000	WILSON KIMBERLY D	15313- 5TH STREET	GULFPORT	MS	39502
	47979	0808L-02-007.000	REDTEL ONE LLC	P O BOX 3226	GULFPORT	MS	39505
	81206	0808L-01-072.000	BARNES VERNON K & JANIE	20110 BORZIK RD	SAUCIER	MS	39574
	85370	0808L-03-025.000	HARRISON COUNTY FARM BUREAU	11327 HWY 49 N	GULFPORT	MS	39503
	47912	0808L-02-029.000	LIM ELAINE O -TRUSTEE-	102 COLBY ST	SAN FRANCISCO	CA	94134
	57689	0808L-01-085.000	BANCORPSOUTH BANK	P O BOX 789	TUPELO	MS	38802
	57664	0808L-04-018.000	MCDONALD CORP #12604	6520 SUN PLEX DR	OCEAN SPRINGS	MS	39564
N	57665	0808L-04-017.000	MCDONALD'S CORP	6520 SUNPLEX DR	OCEAN SPRINGS	MS	39564
	47928	0808L-01-070.000	2003 REALTY COMPANY LLC	15384 5TH ST	GULFPORT	MS	39503
	47926	0808L-01-072.001	CUNNINGHAM KATHY R	15379 6TH ST	GULFPORT	MS	39503
	47925	0808L-01-073.000	BANK OF MISSISSIPPI	P O DRAWER 789	TUPELO	MS	38802
	47986	0808L-01-066.000	STEWART MILDRED L	11418 NEW ORLEANS AVE	GULFPORT	MS	39503
	57687	0808L-01-084.000	HIT 2012 INVESTMENTS LLC	1012 MADISON AVE STE A	MADISON	MS	39110
	85379	0808L-02-014.000	2003 REALTY COMPANY LLC	15384 5TH ST	GULFPORT	MS	39503
N	47923	0808L-02-013.000	2003 REALTY COMPANY LLC	15384 5TH ST	GULFPORT	MS	39503
	47924	0808L-02-008.000	SANTO LORRAINE R	902 W BIRCH DR	GULFPORT	MS	39503
	100145	0808L-02-008.001	WILES G EDWARD	2042 REIFSNIDER RD	KEYMAR	MD	21757
	47974	0808L-02-019.000	REDTEL DEVELOPMENT LLC	P O BOX 3226	GULFPORT	MS	39505
N	47975	0808L-02-020.000	REDTEL DEVELOPMENT LLC	P O BOX 3226	GULFPORT	MS	39505
	47855	0808L-03-027.000	SCF RC FUNDING IV LLC	902 CARNEGIE CENTER BLVD	PRINCETON	NJ	8540
	57684	0808L-04-016.000	TACO BELL OF AMERICA INC C/O TBC TAX U	P O BOX 35370	LOUISVILLE	KY	40232
	47936	0808L-01-077.000	HARRIS TARA J & WILLIAM N	10417 FOX FARM TRAIL	JUNEAU	AK	99801
	47931	0808L-01-067.000	RPM PIZZA INC	15384 FIFTH ST	GULFPORT	MS	39503
	47929	0808L-01-069.000	THOMAS GEANNIE & BUSH SHENNA	15355 6TH STREET	GULFPORT	MS	39503
	47918	0808L-02-015.000	2003 REALTY COMPANY LLC	15384 FIFTH ST	GULFPORT	MS	39503
N	47919	0808L-02-012.000	2003 REALTY COMPANY LLC	15384 5TH ST	GULFPORT	MS	39503
	47921	0808L-02-010.000	BH INVESTMENTS LLC	13084 OLD HWY 49	GULFPORT	MS	39503
N	47922	0808L-02-009.000	BH INVESTMENTS LLC	13084 OLD HWY 49	GULFPORT	MS	39503
N	47874	0808L-02-016.000	2003 REALTY COMPANY LLC	15384 FIFTH ST	GULFPORT	MS	39503
	47933	0808L-01-074.000	FRESH OIL APOSTOLIC MINISTRY INC	15818 SOUTHFORK RD	GULFPORT	MS	39503
N	47927	0808L-01-071.000	2003 REALTY COMPANY LLC	15384 5TH STREET	GULFPORT	MS	39503
N	111096	0808L-01-073.001	2003 REALTY COMPANY LLC	15384 FIFTH ST	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
47920	0808L-02-011.000	RACHEL INVESTORS LLC C/O PROPERTY MAN	1055 ST CHARLES AVE, SUITE 701	NEW ORLEANS	LA	70130	
100146	0808L-02-008.002	MITCHELL WADE & DESIREE BRIDGES	15030 BELHAVEN ST	GULFPORT	MS	39503	
47910	0808L-02-030.000	ORANGE GROVE LLC C/O GJ REALTY	49 WEST 37TH ST 9TH FLOOR	NEW YORK	NY	10018	
130021	0808L-01-077.001	HARRIS TARA J & WILLIAM N	10417 FOX FARM TRAIL	JUNEAU	AK	99801	
133034	0808L-02-019.001	REDTEL ONE LLC	P O BOX 3226	GULFPORT	MS	39505	
47934	0808L-01-075.000	REALTY COMPANY LLC	15384 5TH ST	GULFPORT	MS	39503	
47935	0808L-01-076.000	SHANEYFELT MARY & CALVIN	15360 6TH ST	GULFPORT	MS	39501	
141198	0808L-05-001.000	REDTEL DEVELOPMENT LLC	P O BOX 3226	GULFPORT	MS	39505	
141965	0808L-03-001.001	SANDEFUR PROPERTIES LLC	28341 BEAU CHENE CT	DAPHNE	AL	36526	
85364	0808L-03-001.000	WAL-MART REAL ESTATE BUSINESS TRUST	P O BOX 8050 MS 0555	BENTONVILLE	AR	72716	



Legend

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



1 inch = 400 feet



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RE: Planning Commission Approval 2210PC178, by agent John Dixon, tax parcel 0808L-02-017.000, Request approval to allow a medical dispensary use, 11370 HWY 49 Suite G, Zoned B-4 (Highway business), Ward 7

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, November 17, 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, November 17, 2022**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

D. J.

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:****IPL0093233****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

59.40

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**

October 6, 2022 11:35:41 AM EDT

Amount:

59.40

SCHEDULE FOR AD NUMBER IPL00932330

October 12, 2022

SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00932330**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 PM., Thursday, October 27, 2022 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Zoning Map Amendment 2209PC151, by owners Kenneth & Sherry Simmons, tax parcels 0910N-01-007.000, request to rezone from B-2 (General business) to R-B (Residence business) Ward 4

Resubdivision 2209PC175, by owner Steven Austin, tax parcel 0810N-02-023.000, Divide into two new parcels, 2006 30th Street, Zoned B-2 (General business), Ward 3

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

Planning Commission Approval 2210PC178, by agent John Dixon, tax parcel 0808L-02-017.000, Request approval to allow a medical dispensary use, 11370 HWY 49 Suite G, Zoned B-4 (Highway business), Ward 7

Zoning Map Amendment 2210PC181, by agent Derek Bjornstad, tax parcel 0711K-03-002.000, Request to rezone property from R-1-7.5 (Single-family) to R-2 (Single-family), 4707 Old Pass Rd, Zoned R-1-7.5 (Single-family), Ward 1

Zoning Text Amendment 2210PC184, by CRC Westside, amends the SmartCode Zoning Ordinance, as amended, Section 1.8.1 Damage Due to Emergency Conditions, Section 4.11.1 Damage Due to Emergency Conditions, and Section 5.12.1 Damage Due to Emergency Conditions.

Planning Commission Approval 2210PC185, by agent Stacy Craig, tax parcel 1007M-01-072.000, Request home occupation for a handyman, 13204 Curtis St, Zoned R-E (Residence estate), Ward 6

Zoning Map Amendment 2210PC186, by agent Ashleigh M. Vignes, tax parcel 0908M-01-010.000, Request to rezone from R-1-10 (Single-family) to B-1 (Neighborhood business), 13499 Dedeaux Rd, Ward 5

Special Exception 2210SE188, by agent Frankie Jackson, tax parcel 0809E-02-004.000, Requests a tattoo parlor use, 10000 Factory Shops Blvd, Suite 235, Zone B-4 (Highway business), Ward 3

Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive body repair, 2601 15th Ave, Zoned B-2 (General business), Ward 3

Zoning Map Amendment 2210PC191, by agent Donovan Scruggs, tax parcels 1009M-03-006.000 & 1009M-03-004.000, Requests to rezone property from R-1-7.5 (Single-family) to B-1 (Neighborhood business), 11451 and 11463 Hillcrest Rd, Ward 4

Zoning Map Amendment 2210PC192, by agent Schwartz, Orgler & Jordan, PLLC, tax parcels 1010E-02-008.000 & 1010E-02-008.001, Requests to rezone property from T3 (Sub-Urban Zone) to T4+ (General Urban Zone "Plus"), 1285 Spring St, Ward 4

This the 5th day of October, 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: November 17, 2022

Re: Planning Commission Approval 2210PC190:
Withdrawn by Applicant:

Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive sales of less than 50 vehicles & automotive laundry use, 2601 15th Ave, Zoned B-2 (General business), Ward 3

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2210PC190

Hearing Date: November 17, 2022

Current Zoning/Use: B-2 / Vacant commercial structure

Legal: Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive body repair, 2601 15th Ave, Zoned B-2 (General business), Ward 3

TECHNICAL DETAILS

The applicant requests Planning Commission approval to have an auto sales, light mechanic, and auto detailing business. No details were given on the "light mechanic" work; therefore, is assumed parts and service not truck and body repair.

EXECUTIVE SUMMARY

With the limited number of parking spaces, the site plan, and the variance request, this request may have issues with capacity by parking in the right-of-way

Any approval should consider these conditions:

1. Must meet all current Building Codes and City of Gulfport Ordinances.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 10/17/22.

Public Works: No conditions. Memo dated 10/17/22.

Traffic and Safety: No conditions. Memo dated 10/17/22.

Building Code Services: Must meet all current Building Codes and City of Gulfport Ordinances. Memo dated 10/12/22.

GIS: No conditions. Memo dated 10/12/22.

Police Department: No conditions. Memo dated 10/17/22.

Fire Department: No conditions. Memo dated 10/13/22.

City Arborist: No conditions. Memo dated 10/12/22.

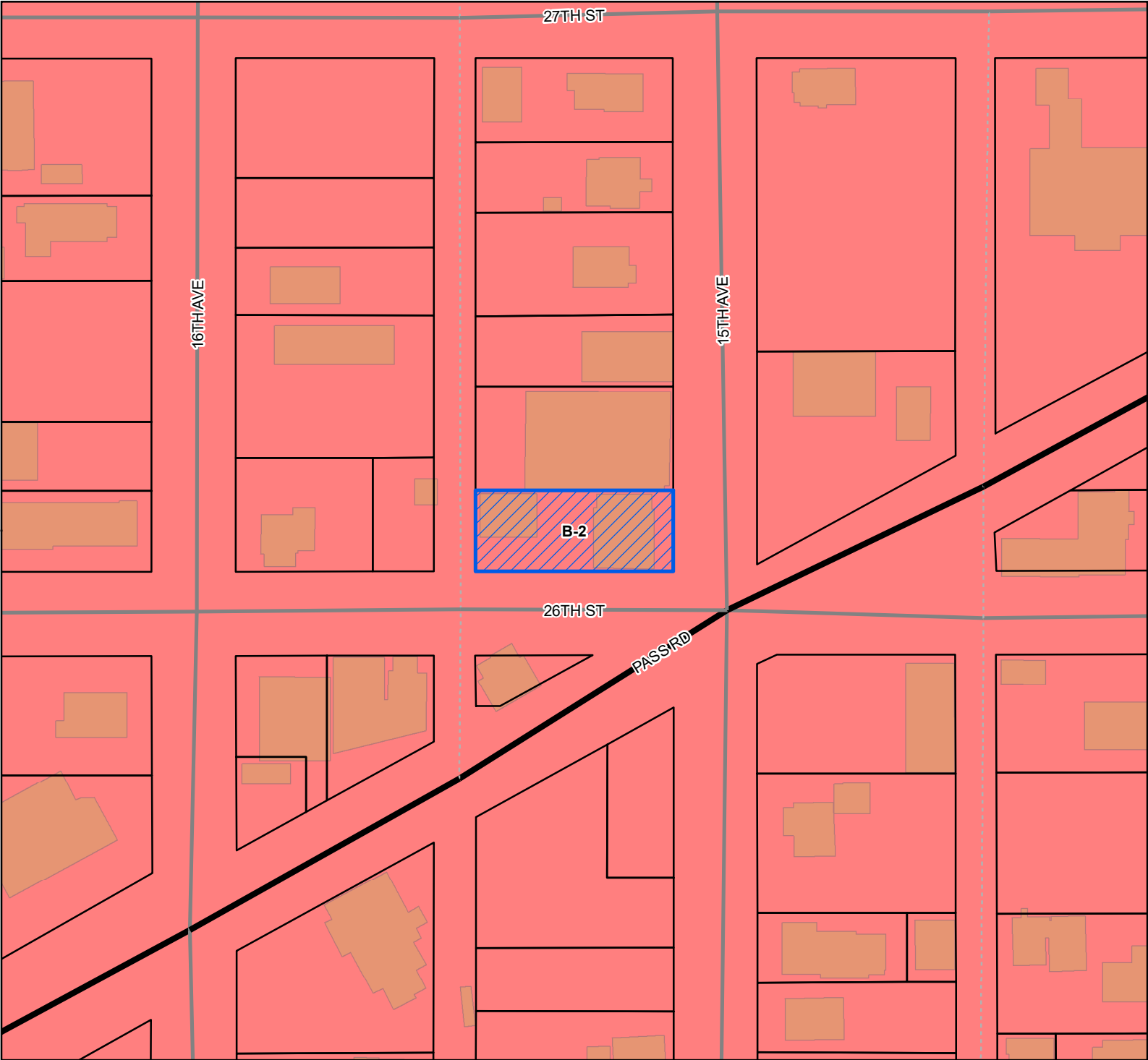
Technical Report
PLANNING COMMISSION APPROVAL

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Ryan Merrill
Director of Urban Development Department



Site

US or State Highway

Street

Alley

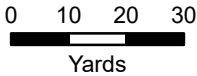
Parcels

Buildings

Zoning

B-2 - General Business District

Site Information
2210PC190
Zoning: B-2 (General business)
Size: 8,298 Sqft.
Flood: X



1 inch = 100 feet



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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: 2210PC190Date Received: 9/6/2022

Receipt Number: _____

Received By: _____

Zoning: B-2Ward: 3 Flood: XSize: 8298 sqft.

(If necessary, use separate sheet of paper)

Property Information

TAX PARCEL #

0	8	1	1	3

 -

0	1

 -

0	3	7

 .

0	0	0

Address of Property Involved: 2601 15th AVELot(s) 13 & 14, Block(s) 12, Subdivision _____General Location: CORNER OF PASS RD & 15th AVE

GENERAL DESCRIPTION OF REQUEST:

Auto Sales Light Mechanic
Work on Vehicles offered or up for sale And
Detailing Vehicles

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

Chris Hebert

Printed Name of Owner

440 E. Pass Rd

Mailing Address

Gulfport, ms. 39507

City

State

Zip code

228-224-1293

Home Phone

Work/Cell Phone

Jennie.HSHoldings@yahoo.com

Email

Chris Hebert

Signature of Owner

AGENT

John Ravenscroft

Printed Name of Agent

19487 Lennis Cuevas rd

Mailing Address

SaviceR MS 39574

City

State

Zip code

(228) 282-2837

Home Phone

Work/Cell Phone

JHR29681.JR@gmail.com

Email

John Ravenscroft

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.

- ① Transportation and access
located right off pass rd no interference with location
- ② gulfport water
- ③ Garbage Pick up
- ④ Fire Extinguisher Installed
- ⑤ mechanic shop's Tire shop's All Along this Area
- ⑥ Set Back OFF Pass rd
- ⑦ to provide Reasonable Priced cars to the Public



Designation of Agent

I, Chris Hebert, being owner of the property 2601 15th AVE Gulfport
PRINT NAME PRIMARY ADDRESS OR PARCEL
which is the subject of this application hereby authorize John Ravenscroft to act as my
PRINT NAME
representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning
Commission, and/or City Council, and/or permitting and licensing, as required by the City.

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

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

Chris Hebert
Signature

9-6-22
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

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

Jennie Havard
Notary Public

Jun 10, 2023
Commission Expiration





Area Map

Printed 9/6/2022

2615 15TH AVE

2607 15TH AVE

1522 26TH ST

2601 15TH AVE

15TH AVE

26TH ST

1500 PASS RD

PASS RD

↑ 30 Feet
Sit Back

Handicap Van
Accessibility
Parking
Here
Customer

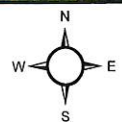
● Addresspoints Edits addresspoints Harrison_HughRes_2020.sid

STRUCT_CLASS

- Commercial
- Residential
- Principal Arterial
- Minor/Residential
- Alley
- WaterFeatures
- Parcels

RGB

- Red: Band_1
- Green: Band_2
- Blue: Band_3



1 inch = 33 feet

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J. Jordan 1st Judicial District
Instrument 2021 1667 D - J1
Filed/Recorded 2/ 3/2021 02:59 P
Total Fees \$ 26.00
4 Pages Recorded

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

File#200149

Indexing Instructions:
Lots 13 & 14, Blk 12, Arlington
Heights Addition, 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,

DORIS T. McALPIN
surviving joint tenant of **MALCOLM McALPIN**
supporting documentation of his death being attached hereto;
811 23RD STREET
GULFPORT, MS 39501
(228) 224-4497

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

CHRISTOPHER S. HEBERT
440 E. PASS ROAD
GULFPORT, MS 39507
(228) 297-9876

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

Lots Thirteen (13) and Fourteen (14), in Block Twelve (12) of ARLINGTON HEIGHTS ADDITION, a subdivision according to the official map or plat thereof on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 3 at Page 57 (Copy Book 2 at Page 104) thereof, reference to which is hereby made in aid of and as a part of this description.

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

Estimated county ad valorem taxes have been prorated between the parties as a part of the

consideration for this conveyance. In the event the estimates upon which such proration is based prove to be inaccurate for any reason, the Grantee agrees to refund any excess, and the Grantor agrees to pay any deficiency, upon receipt of a copy of the tax statement for the current year and a computation of the true amount due, based on a 365 day year.

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

WITNESS THE SIGNATURE of the Grantor on this the 1st day of February, 2021.

Doris T. McAlpin
DORIS T. McALPIN

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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

GIVEN under my hand and official seal on this the 1st day of February, 2021.

(S E A L)

My Commission Expires:



Celeste Paige
NOTARY PUBLIC

Provided by Riemann Family Funeral Homes

Malcolm "Mac" McAlpin

May 29, 2017



Malcolm "Mac" McAlpin, Jr. age 88, of Gulfport, passed away on Monday, May 29, 2017.

Mr. McAlpin was born to Malcolm and Alice Elizabeth Horr McAlpin. He served in the U.S. Navy during the Korean War and subsequently moved to Louisiana where he met his loving wife. They married there on June 27, 1953 and moved to Natchez before moving to the coast to work with the Firestone Company. He opened his own tire company, Discount Tire Center, in 1963. Mac was a member of Burton Memorial United Methodist Church where he served as youth Sunday School teacher and served on the on the Zoning and Appeals Board for the City of Gulfport. In his spare time, Mac was an avid reader.

He was preceded in death by his parents; his siblings, Carol McAlpin McClanahan, Emily McAlpin Stedt, Betsy McAlpin Moniz, Richard McAlpin, Robert McAlpin, and James McAlpin.

He is survived by his loving wife of 63 years, Doris Thompson McAlpin of Gulfport; sons, Malcolm McAlpin, III (Marsha) of Houston, TX, and Michael Thomas McAlpin (Deirdre) of Ramstein, Germany; 5 grandchildren, Ryan McAlpin (Annette), Nicholas McAlpin, Sara McAlpin Lott (Connor), Jennifer McAlpin, and Erin McAlpin; 4 great grandchildren, Zachary, Timothy, Ashton, and Madison McAlpin.

Funeral services will be held on Saturday, June 3, 2017, at RIEMANN FAMILY FUNERAL HOME, 11280 Three Rivers Road, Gulfport, at 2:00 p.m. Friends may visit one hour prior. Burial will follow at Evergreen Cemetery with military honors rendered by the U.S. Navy.

Memorials may be made to the American Heart Association, www.heart.org

An online guestbook may be signed and memories shared at www.riemannfamily.com.

Visitation

JUN 3. 01:00 PM - 02:00 PM Riemann Family Funeral Home-
3RR 11280 Three Rivers Rd. Gulfport, MS, US, 39503

Service

JUN 3, 02:00 PM Riemann Family Funeral Home- 3RR 11280
Three Rivers Rd. Gulfport, MS, US, 39503

Interment

Evergreen Cemetery 28th Street Gulfport, MS, 39501

MISCELLANEOUS PAYMENT RECPT#: 11472107
CITY OF GULFPORT

GULFPORT, MS 39501

DATE: 09/06/22 TIME: 15:29:48
CLERK: cbrown DEPT:
CUSTOMER#:

COMMENT:

CHG: PZD PLANNING AND ZO 75.00

AMOUNT PAID: 75.00

PAID BY: JOHN RAVENSCROFT
PAYMENT METH: CASH

REFERENCE:

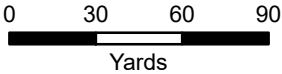
AMT TENDERED: 75.00
AMT APPLIED: 75.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
22909	0811B-01-037.000		HEBERT CHRISTOPHER (OWNER)	440 E PASS RD	GULFPORT	MS	39507
22909	0811B-01-037.000		JOHN RAVENSCROFT (AGENT)	19487 LENNIS CUAVAS RD	SAUCIER	MS	39574
Adjacent Property Owners (2210PC190)							
22920	0811B-01-021.000		THOMAS JACK DELL	2622 15TH AVE	GULFPORT	MS	39501
87651	0811B-02-028.000		SIMMONS D H PROPERTIES NO 3 LLC	33 OLD OAK LANE	GULFPORT	MS	39503
22916	0811B-01-019.000		ELLIOTT HOMES LLC	1402 PASS RD	GULFPORT	MS	39501
22952	0811B-02-027.000		SACKETT WILLIAM A & DEBORAH J	2508 15TH AVE	GULFPORT	MS	39501
22953	0811B-02-026.000		MASTERSON DEBORAH M	1630 18TH AVE	GULFPORT	MS	39501
22917	0811B-02-016.000		TRAN TAN V & NG T	8400 PLYMOUTH RD	OCEAN SPRINGS	MS	39564
22896	0811B-05-011.000		HUXLEY LEMOIN	15138 MILLS RD	GULFPORT	MS	39503
22966	0811B-05-013.000		EL-HAMAKI HUSSEIN	2500 16TH AVE	GULFPORT	MS	39501
22919	0811B-01-020.000		SIMMONS D H PROPERTIES NO 1 LLC	33 OLD OAK LANE	GULFPORT	MS	39503
22918	0811B-02-017.000		MOORE EMMA LOU O'NEAL ETAL	314 42ND ST	GULFPORT	MS	39507
101471	0811B-02-031.003		CAPTAIN HOOK'S PROPERTY LLC	1519 PASS RD	GULFPORT	MS	39501
87645	0811B-01-041.000		JESUS CHRIST APOSTOLIC CHURCH ETAL	P O BOX 1199	GULFPORT	MS	39502
100980	0811B-02-030.001		CRUTHIRDS INVESTMENTS LLC	5 MOCKINGBIRD LANE	GULFPORT	MS	39507
22910	0811B-01-043.000		CRAIG KYLE & DROZ AMARILYS MACHADO	630 MAGNOLIA DR	BAY ST LOUIS	MS	39520
22897	0811B-05-012.000		O M T LLC & F T O LLC	P O BOX 6976	GULFPORT	MS	39506
87652	0811B-02-030.000		CRUTHIRDS INVESTMENTS LLC	5 MOCKINGBIRD LANE	GULFPORT	MS	39507
22943	0811B-02-018.000		ALLEN ALEXIA CHRISTY & DEAN E JR	720 TENNESSEE STREET	GULFPORT	MS	39501
22957	0811B-01-038.000		MPH PROPERTIES LLC	212 47TH ST	GULFPORT	MS	39507
87642	0811B-01-039.000		TSG REAL ESTATE LLC	440 GREEN TEAL COURT	BILOXI	MS	39531
22956	0811B-02-029.000		SIMMONS KATHERINE B -ETAL-	33 OLD OAK LANE	GULFPORT	MS	39503
22908	0811B-01-036.000		ROSSKOPF JEFFREY LEE -ETAL-	199 LOCUST ST	GULFPORT	MS	39507
22912	0811B-01-044.000		CRAIG KYLE & DROZ AMARILYS MACHADO	630 MAGNOLIA DR	BAY ST LOUIS	MS	39520
22911	0811B-01-042.000		SHIVLEY LINDA	1522 26TH ST	GULFPORT	MS	39501
22913	0811B-01-045.000		HUTCHINSON MATHEW	13085 ANDY ST	GULFPORT	MS	39503
99419	0811B-02-031.002		CRUTHIRDS INVESTMENTS LLC	5 MOCKINGBIRD LANE	GULFPORT	MS	39507
87641	0811B-01-035.000		CHILDRESS TERRICE C	2617 15TH AVE	GULFPORT	MS	39501
141174	0811B-01-035.001		SIGNATURE GULF COAST PROPERTIES LLC	1715 21ST AVE	GULFPORT	MS	39501



Legend

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



1 inch = 200 feet



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

**Planning Commission Approval 2210PC190, by agent John
enscroft, tax parcel 0811B-01-037.000, Requests automotive
of less than 50 vehicles & automotive laundry use, 2601 15th
Zoned B-2 (General business), Ward 3**

applicants and Adjacent Property Owners:

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

For more information, visit <http://www.gulfport-ms.gov/agendas/> then
at the City of Gulfport Planning Commission for **Thursday,
November 17, 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
review in the Planning Division office at 1410 24th Avenue.

RE: Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive sales of less than 50 vehicles & automotive laundry use, 2601 15th Ave, 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, November 17, 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, November 17, 2022**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

D. J.

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:****IPL0093233****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

59.40

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**

October 6, 2022 11:35:41 AM EDT

Amount:

59.40

SCHEDULE FOR AD NUMBER IPL00932330

October 12, 2022

SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00932330**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 PM., Thursday, October 27, 2022 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Zoning Map Amendment 2209PC151, by owners Kenneth & Sherry Simmons, tax parcels 0910N-01-007.000, request to rezone from B-2 (General business) to R-B (Residence business) Ward 4

Resubdivision 2209PC175, by owner Steven Austin, tax parcel 0810N-02-023.000, Divide into two new parcels, 2006 30th Street, Zoned B-2 (General business), Ward 3

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

Planning Commission Approval 2210PC178, by agent John Dixon, tax parcel 0808L-02-017.000, Request approval to allow a medical dispensary use, 11370 HWY 49 Suite G, Zoned B-4 (Highway business), Ward 7

Zoning Map Amendment 2210PC181, by agent Derek Bjornstad, tax parcel 0711K-03-002.000, Request to rezone property from R-1-7.5 (Single-family) to R-2 (Single-family), 4707 Old Pass Rd, Zoned R-1-7.5 (Single-family), Ward 1

Zoning Text Amendment 2210PC184, by CRC Westside, amends the SmartCode Zoning Ordinance, as amended, Section 1.8.1 Damage Due to Emergency Conditions, Section 4.11.1 Damage Due to Emergency Conditions, and Section 5.12.1 Damage Due to Emergency Conditions.

Planning Commission Approval 2210PC185, by agent Stacy Craig, tax parcel 1007M-01-072.000, Request home occupation for a handyman, 13204 Curtis St, Zoned R-E (Residence estate), Ward 6

Zoning Map Amendment 2210PC186, by agent Ashleigh M. Vignes, tax parcel 0908M-01-010.000, Request to rezone from R-1-10 (Single-family) to B-1 (Neighborhood business), 13499 Dedeaux Rd, Ward 5

Special Exception 2210SE188, by agent Frankie Jackson, tax parcel 0809E-02-004.000, Requests a tattoo parlor use, 10000 Factory Shops Blvd, Suite 235, Zone B-4 (Highway business), Ward 3

Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive body repair, 2601 15th Ave, Zoned B-2 (General business), Ward 3

Zoning Map Amendment 2210PC191, by agent Donovan Scruggs, tax parcels 1009M-03-006.000 & 1009M-03-004.000, Requests to rezone property from R-1-7.5 (Single-family) to B-1 (Neighborhood business), 11451 and 11463 Hillcrest Rd, Ward 4

Zoning Map Amendment 2210PC192, by agent Schwartz, Orgler & Jordan, PLLC, tax parcels 1010E-02-008.000 & 1010E-02-008.001, Requests to rezone property from T3 (Sub-Urban Zone) to T4+ (General Urban Zone "Plus"), 1285 Spring St, Ward 4

This the 5th day of October, 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: November 17, 2022

Re: Planning Commission Approval 2211PC194:

Planning Commission Approval 2211PC194, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests for outdoor entertainment venue, 942 1/2 Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2211PC194

Hearing Date: November 17, 2022

Current Zoning/Use: T5 / Vacant

Legal: Planning Commission Approval 2211PC194, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests for outdoor entertainment venue, 942 1/2 Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

TECHNICAL DETAILS

The applicant requests approval to have an outdoor commercial amusement use. Currently, the site is zoned T5 and outdoor amusement is not allowed on the site. The applicant has applied for a zoning map amendment to move up to a T6 (Case 2211PC195), which would allow the requested use if approved.

As to the idea of outdoor commercial, many of the surrounding properties allow for a mixture of uses. The area consists of a restaurant, parking lot, townhomes, apartments, condos, and single-family houses.

EXECUTIVE SUMMARY

At the time of writing this report a proper site plan has not been presented. The planning commission is charged with approving or disapproving the project "as to location and site plan." While the location has merits, an unviewed site plan could lead to circumstances that could cause issues.

DEPARTMENTAL CONDITIONS

Engineering: No comments as of 11/9/22.

Public Works: No comments as of 11/9/22.

Traffic and Safety: No conditions. Memo dated 10/31/2022.

Building Code Services: No comments as of 11/9/22.

GIS: No comments as of 11/9/22.

Police Department: No comments as of 11/9/22.

Fire Department: No conditions. Memo dated 10/27/2022.

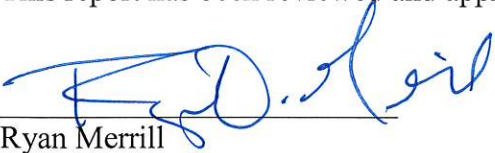
Technical Report
PLANNING COMMISSION APPROVAL

City Arborist:

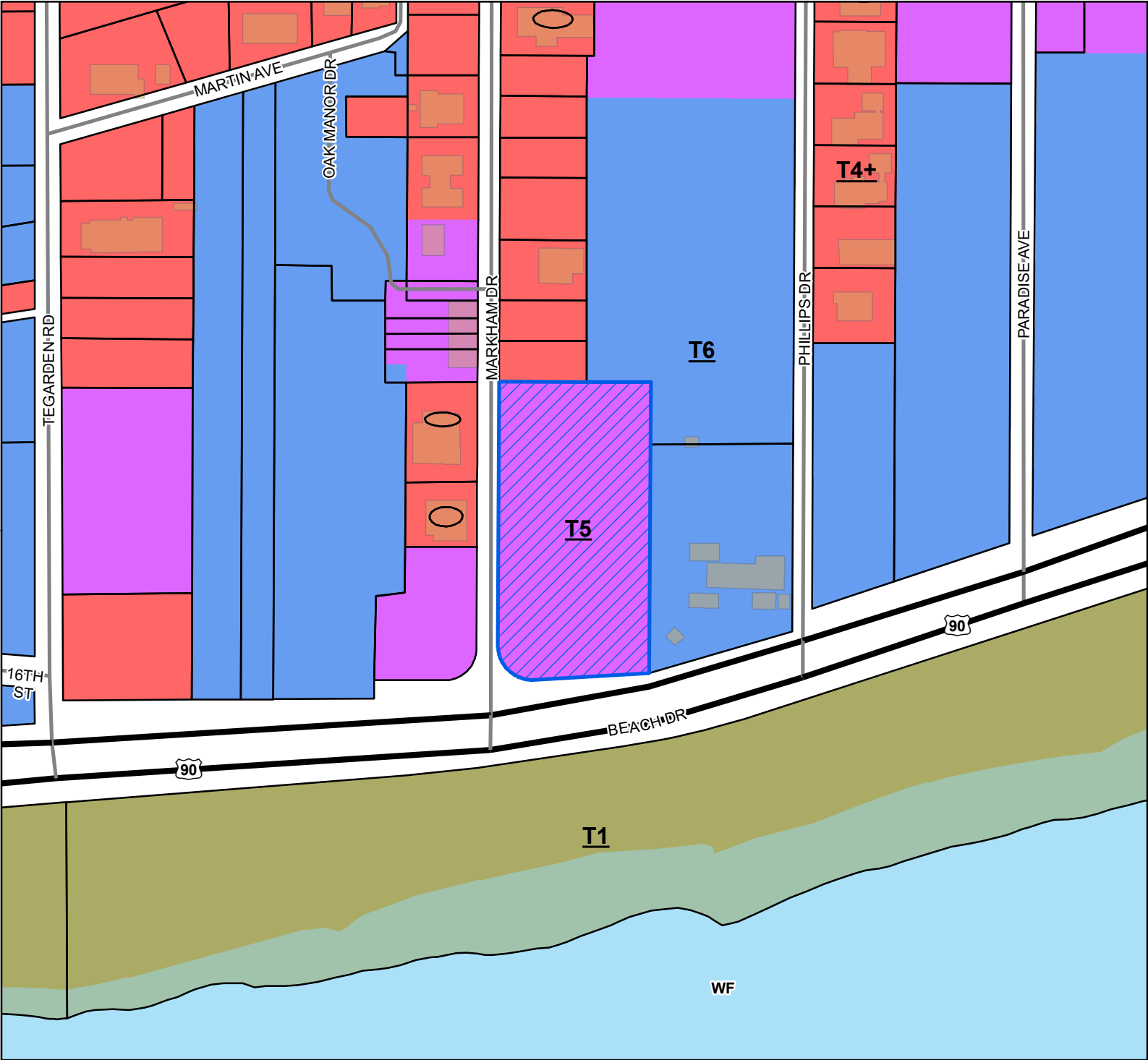
No conditions. Memo dated 10/31/2022.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

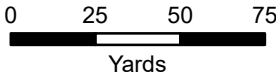


Ryan Merrill
Director of Urban Development Department



- Site
- US or State Highway
- Street
- Parcels
- Buildings
- Water Features
- Smart Code**
 - T6
 - T5
 - T4+
 - T1
- Zoning**
 - WF - Water Front

Site Information
 1011D-03-008.000
 Zoning: T5 (Urban Center Zone)
 Size: 1.53 acres
 Flood: VE



1 inch = 170 feet



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

APPLICATION FOR PLANNING COMMISSION APPROVAL

Property Information

TAX PARCEL #

1	0	1	1	0

 -

0	3

 -

0	0	8

 .

0	0	0

For Staff Use Only

Case Number: 2211PC194Date Received: 9/19/22

Receipt Number: _____

Received By: _____

Zoning: T5Ward: 2 Flood: VESize: 1.53 acres

(If necessary, use separate sheet of paper)

Address of Property Involved: 942 1/2 Beach BlvdLot(s) 1, Block(s) _____, Subdivision _____General Location: Highway 90 and Markham

GENERAL DESCRIPTION OF REQUEST:

Out Door Entertainment Venue

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

Daniel O. Conwill IV
Printed Name of Owner

Printed Name of Agent

942 Beach Dr
Mailing Address

Mailing Address

Gulfport MS 39501
City State Zip code

City State Zip code

504-251-2822
Home Phone Work/Cell Phone

Home Phone Work/Cell Phone

doc@conwill.com
Email

Email

[Signature]
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.

September 16, 2022

The City of Gulfport
Gulfport Planning and Zoning Commission
1410 24th Avenue
Gulfport, MS 39501

To Whom It May Concern

As the sole owner of 942 ½ Beach Blvd., LLC, I, Daniel O Conwill, IV, unanimously consent and resolve to apply to the Gulfport Planning Commission for rezoning of the property at this address.

Sincerely,

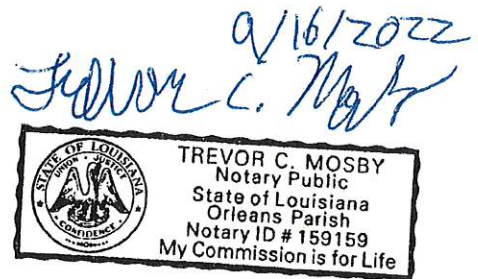


Daniel O Conwill, IV

942 ½ Beach Blvd., LLC

910 West Beach Blvd.

Pass Christian, MS 39571





Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
942 1/2 Beach Blvd., LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1318382
Status:	Good Standing
Effective Date:	01/06/2022
State of Incorporation:	Mississippi
Principal Office Address:	NO PRINCIPAL OFFICE ADDRESS FOUND

Registered Agent

Name

Daniel Oza Conwill IV
910 West Beach Blvd.
Pass Christian, MS 39571

Officers & Directors

Name	Title
william b. weatherly Esq 1643 East Pass Road, Suite C Gulfport, MS 39507	Organizer

September 14, 2022

Dear city of Gulfport Planning Commission,

This letter is to answer the following areas in section F of the planning application.

Site plan shows a fence with multiple rolling gates for access to the area when needed. Parking will be with the restaurant and on the east side lot we have rented on Phillips. Guest would access this property through Felix's Restaurant and oyster Bar.

Water supply is already on site as well as waste. Both amenities will be through Felix's Restaurant and Oyster bar.

When we do hold an event, we will be hiring outside security.

942 ½ beach Blvd. will not be in use everyday and when it is we will use the same traffic plan as Felix's restaurant.

This area is already approved for the entertainment district for Gulfport, MS

Sincerely,

Daniel O Conwill IV

942 Beach Dr.

Gulfport, MS 39507

EAST BEACH BOULEVARD
SECTION 6, TOWNSHIP 8 SOUTH, RANGE 10 WEST
GULFPORT, MISSISSIPPI
PARCEL #1011D-03-008.000

IRF 1/2" IRON ROD FOUND
IPF 3/4" IRON PIPE FOUND
IRS 1/2" IRON ROD SET

LEGAL DESCRIPTION
(DR 2013-6480-D-J1)

That certain lot of land described as Beginning at an iron stake which is 363 feet North of the center line of U.S. Highway 90 on the property of John Joseph Astorias, et ux and the property owned by Hendrickson, later by Poss and Woodfield and now or recently of Aldredge, and form said Point of Beginning running thence West 60 feet to an iron stake, thence South 77 feet to an iron stake, thence West 44 feet to an iron stake, thence South 82 feet to an iron stake, thence running West 86 feet to an iron stake set in the East margin of Markham Avenue in Gulf Shore Manor Subdivision running thence South along the East margin of said Markham Avenue a distance of 213 feet, more or less, to the center of the U.S. Highway 90, running thence Easterly along the center of said highway a distance of 182.6 feet, more or less, to a point in the center of said highway at the West line of the property now or recently of Aldredge, formerly of Poss and Woodfield, running thence North along the boundary line between the property of Astorias and the property now owned by Aldredge, formerly of Poss and Woodfield and formerly of Hendrickson, a distance of 363 feet, more or less, to the point of Beginning.

The property herein described being a part of Lot 23, Block 1 of Gulf Shore Manor Subdivision as shown by the official map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi, and the adjoining parcel of land lying immediately east of said Lot 23 in Fractional Section 6, Township 8 South, Range 10 West.

and also including that certain parcel of land having a width east and west of 183.6 feet, more or less, and lying immediately south of the above described parcel of land and extending from the south line of the above described parcel of land south to the seashore of the Gulf of Mexico or Mississippi Sound, being between the east and west lines of the above described parcel extended south to the seashore.

and also Lots 21, 22 and 23 of Block 1, Gulf Shore Manor, and also a parcel of land Beginning at an iron pipe of the northeast corner of Lot 21, Block 1, Gulf Shore Manor, thence East a distance of 39 feet, thence South a distance of 77 feet, thence West 39 feet, thence North 77 feet to the Point of Beginning, located in the City of Mississippi City, Mississippi, as per the map or plat now of record in the office of the Chancery Clerk of said County and State, and being the home of the late Joe Astorias and his wife, Marguerite Desporte Astorias, together with all the buildings and improvements of every kind and character located and situated on the parcels of land hereinabove set forth and described.

This survey does not reflect a title search by Gary A. Durbin, P.L.S., nor should it be considered as such.

This is a Class "B" survey per "The Standards of Practice for Land Surveying in the State of Mississippi".

Bearings based on GPS Observation of the east margin of Markham Avenue, NAD 83, MS East Zone, convergence angle -0.130449, scale factor 0.999960.

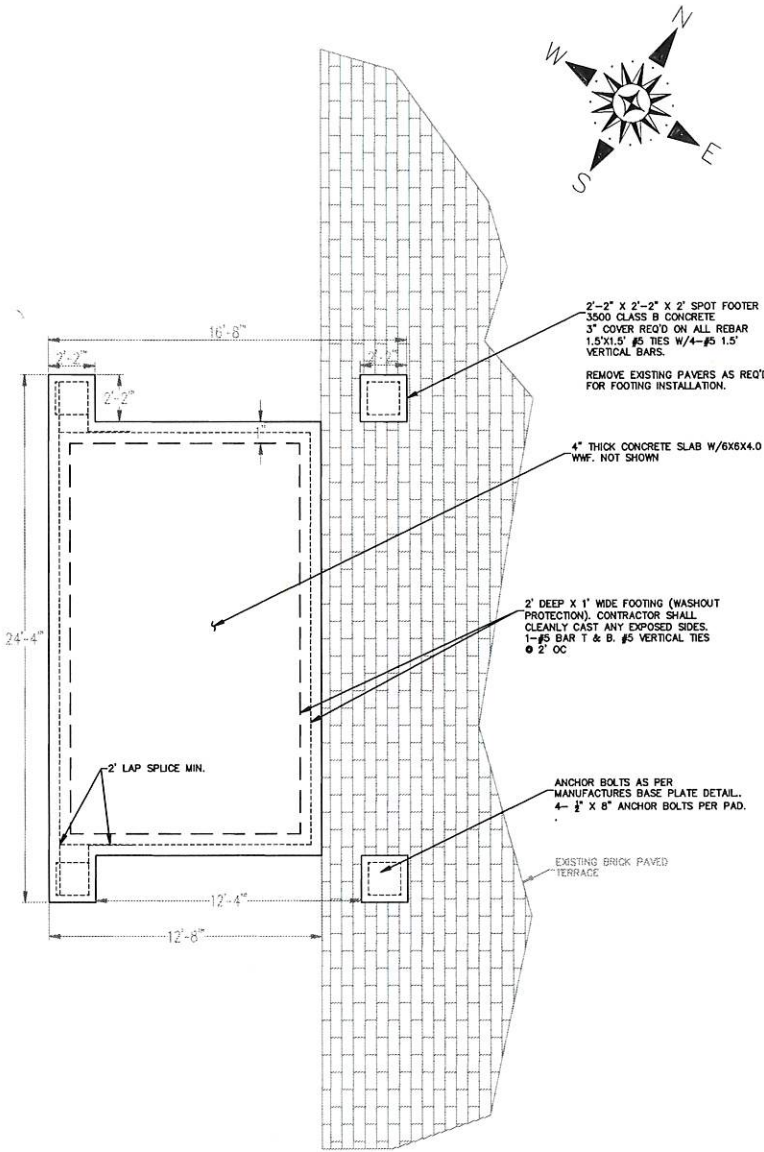
This property is situated in Zone "AE-20" "VE-21-22" per FEMA Flood Insurance Rate Map, City of Gulfport, Harrison County, Mississippi, Community Panel Number 28047C-0268-G, Revised: 6/16/09.

This is to CERTIFY that this plat or map and the survey on which it is based were made in accordance with "The Standards of Practice for Land Surveying in the State of Mississippi".

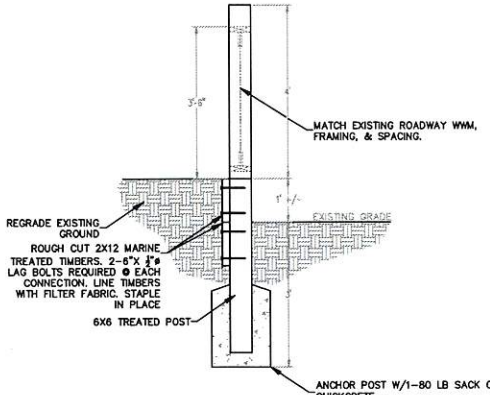
Gary A. Durbin, P.L.S. 2401
December 2, 2021
Revised: December 15, 2021

10888B

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
13048 RIVERWALK CIRCLE, DIBERVILLE, MS. 39540
PH. (228) 365-3632 Teelokgd@aol.com

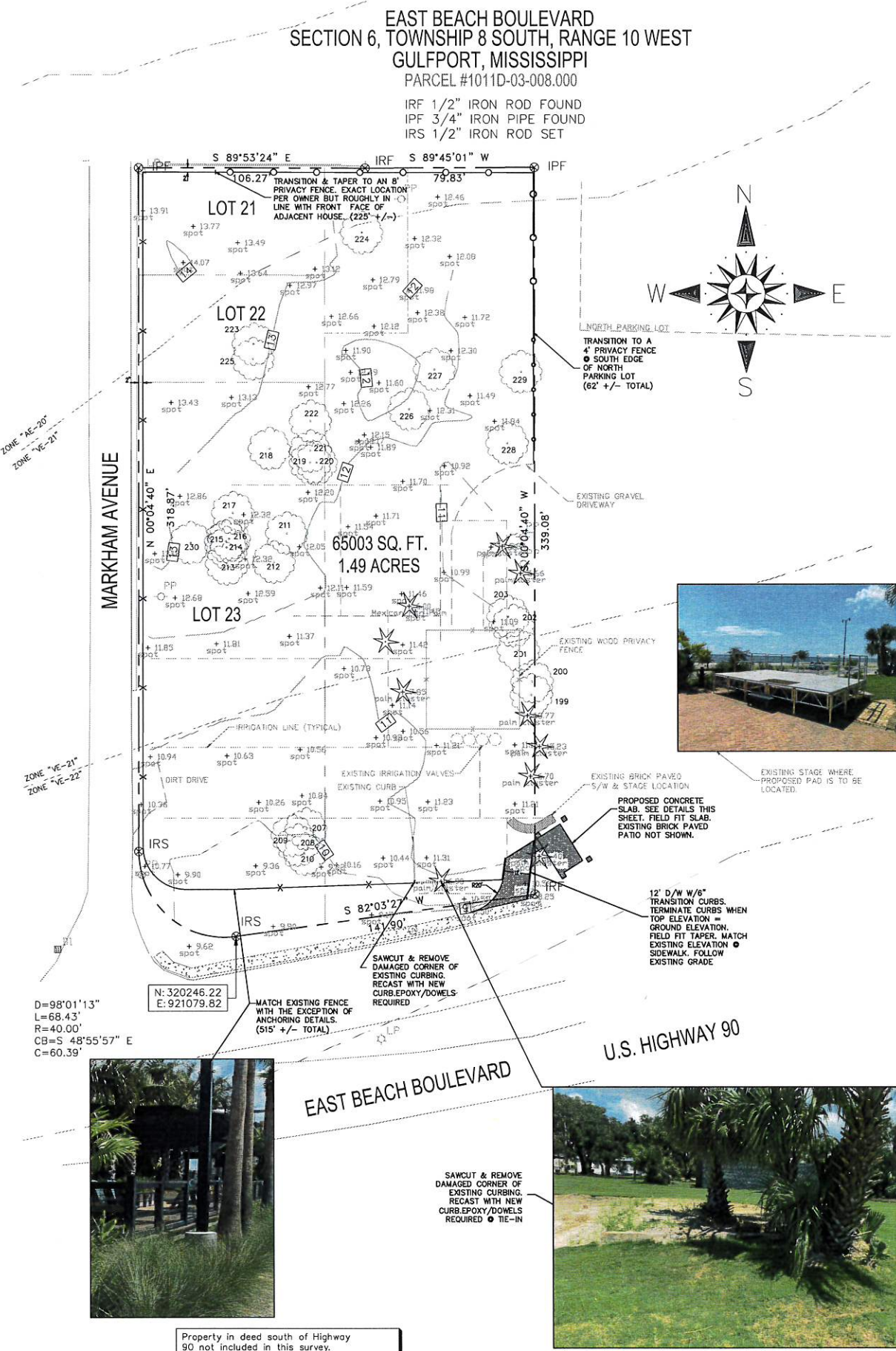


FOUNDATION PLAN
SCALE:1"=4'



FENCE DETAIL
SCALE:N/A

EXISTING CONDITIONS & SITE PLAN
SCALE:1"=30'



Sheet Title
EXISTING CONDITIONS, SITE, &
FOUNDATION PLAN

Project Name
FELIX'S OYSTER BAR & GRILL
GULFPORT, MS 39503

970 TOMMY MUNRO DR., STE D
DIBERVILLE, MS 39532
C: 228-437-7533
JASON.ACAD@GMAIL.COM

ALCAD
Advanced Construction & Development

Sheet
C1

Project No.
08-22E

EAST BEACH BOULEVARD
SECTION 6, TOWNSHIP 8 SOUTH, RANGE 10 WEST
GULFPORT, MISSISSIPPI
PARCEL #1011D-03-008.000

IRF 1/2" IRON ROD FOUND
IPF 3/4" IRON PIPE FOUND
IRS 1/2" IRON ROD SET

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(DR 2013-6480-D-J1)

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and also including that certain parcel of land having a width east and west of 183.6 feet, more or less, and lying immediately south of the above described parcel of land and extending from the south line of the above described parcel of land south to the seashore of the Gulf of Mexico or Mississippi Sound, being between the east and west lines of the above described parcel extended south to the seashore.

and also Lots 21, 22 and 23 of Block 1, Gulf Shore Manor, and also a parcel of land Beginning at an iron pipe of the northeast corner of Lot 21, Block 1, Gulf Shore Manor, thence East a distance of 39 feet, thence South a distance of 77 feet, thence West 39 feet, thence North 77 feet to the Point of Beginning, located in the City of Mississippi City, Mississippi, as per the map or plat now of record in the office of the Chancery Clerk of said County and State, and being the home of the late Joe Astorias and his wife, Marguerite Desporte Astorias, together with all the buildings and improvements of every kind and character located and situated on the parcels of land hereinabove set forth and described.

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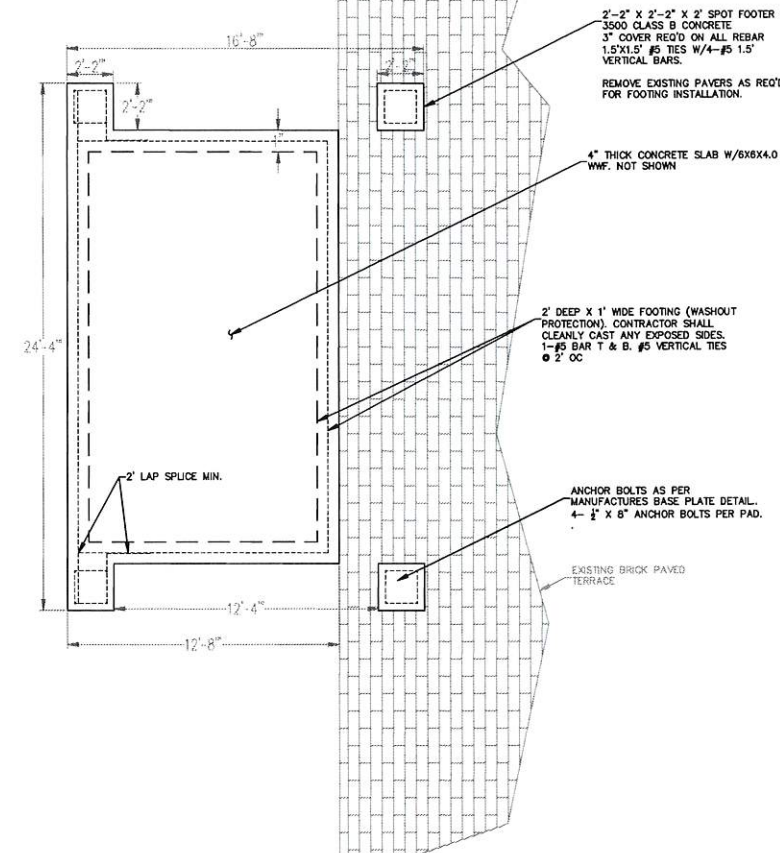
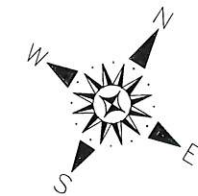
This is to CERTIFY that this plot or map and the survey on which it is based were made in accordance with "The Standards of Practice for Land Surveying in the State of Mississippi".

Gary A. Durbin, P.L.S. 2401
December 2, 2021
Revised: December 15, 2021

10888B

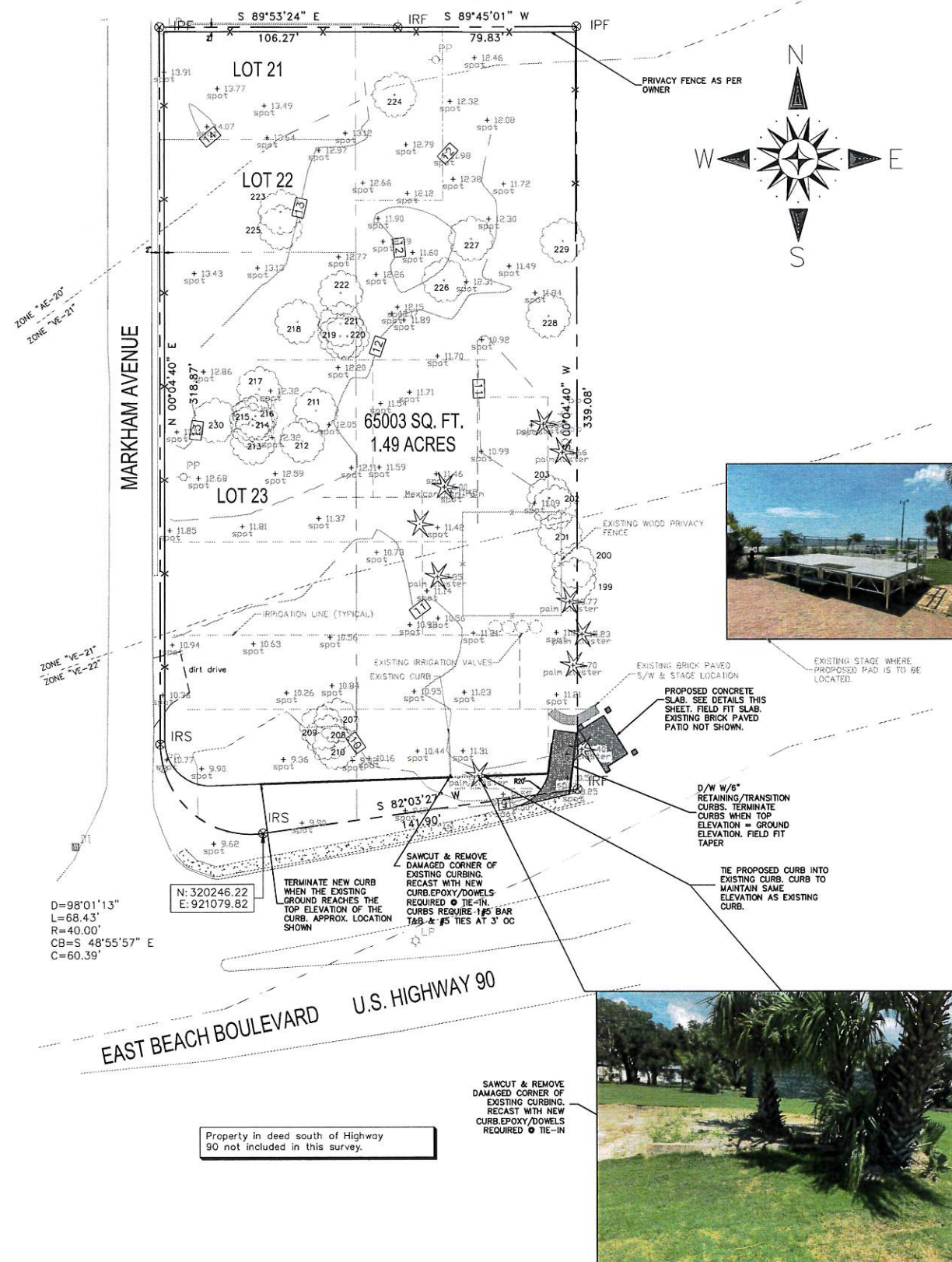
GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
13048 RIVERWALK CIRCLE, DIBERVILLE, MS. 39540
PH. (228) 365-3632 Teletokgd@aol.com

FOUNDATION PLAN
SCALE: 1"=4'



Drawn	JAG
Checked	JAG
Approved	
Date	9/5/22

Sheet Title	EXISTING CONDITIONS, SITE, & FOUNDATION PLAN
Project Name	FELIX'S OYSTER BAR & GRILL GULFPORT, MS 39503
Surveyor	GARY A. DURBIN, P.L.S. 13048 RIVERWALK CIRCLE, DIBERVILLE, MS. 39540 PH. (228) 365-3632 Teletokgd@aol.com
Client	970 TOMMY MUNRO DR., STE D DIBERVILLE, MS 39552 C: 228-437-7355 JASON.ACAD@GMAIL.COM
Sheet	C1
Project No.	08-22E



EXISTING CONDITIONS & SITE PLAN
SCALE: 1"=30'



J1 - GULFPORT DISTRICT
INSTRUMENT 2022-0001533-D-J1
FILED/RECORDED 1/20/2022 4:32:01 PM
TOTAL FEES \$26.00
3 PAGES RECORDED

Prepared By and After Recording Return to:
Michael B. McDermott, MSB#2379
Page, Mannino, Peresich & McDermott, P.L.L.C.
Post Office Drawer 289
Biloxi, MS 39533-0289
(228) 374-2100

Indexing Instructions: Lots 21, 22, 23, Block 1, Gulf Shore Manor Subdivision, Fractional Section 6, T8S,
R10W, First Judicial District, Harrison County, Mississippi

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

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

PIEROTICH GPT, LLC,
a Mississippi limited liability company
1703 Beach Blvd, Biloxi, MS 39531
(228) 388-5501

does hereby sell, convey and warrant unto

942 ½ BEACH BLVD., LLC,
70 Audubon Place, New Orleans, LA 70118
(504) 319-3350,

all of its right, title and interest, in and to the following described real property, together with all improvements thereon, located in the First Judicial District of Harrison County, State of Mississippi, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

EXHIBIT "A"

That certain lot of land described as beginning at an iron stake which is 363 feet North of the center line of U. S. Highway 90 on the property of John Joseph Astorias, et ux and the property owned by Hendrickson, later by Poss and Woodfield and now or recently of Aldredge, and from said point of beginning running thence west 60 feet to an iron stake; thence South 77 feet to an iron stake; thence west 44 feet to an iron stake; thence south 82 feet to an iron stake; thence running west 86 feet to an iron stake set in the east margin of Markham Avenue in Gulf Shore Manor Subdivision running thence south along the east margin of said Markham Avenue a distance of 213 feet, more or less, to the center of the U. S. Highway 90; running thence easterly along the center of said highway a distance of: 182.6 feet, more or less, to a point in the center of said highway at the west line of the property now or recently of Aldredge, formerly of Poss and Woodfield; running thence north along the boundary line between the property of Astorias, and the property now owned by Aldredge, formerly of Poss and Woodfield and formerly of Hendrickson, a distance of 363 feet, more or less, to the point of beginning.

The property herein described being a part of Lot 23, of Block 1, of Gulf Shore Manor Subdivision as shown by the official map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi, and the adjoining parcel of land lying immediately east of said Lot 23 in Fractional Section 6, Township B South, Range 10 West;

And also including that certain parcel of land having a width east and west of 183.6 feet, more or less, and lying immediately south of the above described parcel of land and extending from the south line of the above described parcel of land south to the seashore of the Gulf of Mexico or Mississippi Sound, being between the east and west lines of the above described parcel extended south to the seashore.

And also Lots 21, 22, and 23, of Block 1, Gulf Shore Manor, and also a parcel of land beginning at an iron pipe of the northeast corner of Lot 21, Block 1, of Gulf Shore Manor; thence East a distance of 39 feet; thence South a distance of 77 feet; thence West 39 feet; thence North 77 feet to the point of beginning; located in the City of Mississippi City, Mississippi, as per the map or plat now of record in the office of the Chancery Clerk of said County and State, and being the home of the late Joe Astorias and his wife, Marguerite Desporte Astorias, together with all the building and improvements of every kind and character located and situated on the parcels of land hereinabove set forth and described.

Grantor does likewise convey to grantee the property immediately south of the property herein described immediately just above, and all riparian rights there unto belonging or in anywise appertaining, as per survey by Kenny L. Alston, dated August 24, 1992, a copy of which is attached hereto as Exhibit "A".

Expressly excluded from any warranties contained herein is that portion of the subject property which lies South of the North right of way line of U.S. Highway 90, which property is quitclaimed by the Grantor to the Grantees herein.



J1 - GULFPORT DISTRICT
INSTRUMENT 2022-0001533-D-J1
FILED/RECORDED 1/20/2022 4:32:01 PM
TOTAL FEES \$26.00
3 PAGES RECORDED

Prepared By and After Recording Return to:
Michael B. McDermott, MSB#2379
Page, Mannino, Peresich & McDermott, P.L.L.C.
Post Office Drawer 289
Biloxi, MS 39533-0289
(228) 374-2100

Indexing Instructions: Lots 21, 22, 23, Block 1, Gulf Shore Manor Subdivision, Fractional Section 6, T8S,
R10W, First Judicial District, Harrison County, Mississippi

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

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

PIEROTICH GPT, LLC,
a Mississippi limited liability company
1703 Beach Blvd, Biloxi, MS 39531
(228) 388-5501

does hereby sell, convey and warrant unto

942 ½ BEACH BLVD., LLC,
70 Audubon Place, New Orleans, LA 70118
(504) 319-3350,

all of its right, title and interest, in and to the following described real property, together with all improvements thereon, located in the First Judicial District of Harrison County, State of Mississippi, to-wit:

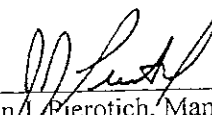
SEE EXHIBIT "A" ATTACHED HERETO

This conveyance is subject to all restrictions, reservations, easements and right of ways affecting said property on file and of record in the Office of the Chancery Clerk in Harrison County, Mississippi.

Ad valorem taxes for the 2022 have been prorated between the parties hereto and the obligation to pay same when due is assumed by the Grantee herein, who will pay same when due.

WITNESS its signature effective on this the 19th day of January, 2022.

PIEROTICH GPT, LLC,
a Mississippi limited liability company

By: 
John J. Pierotich, Manager

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 19 day of January, 2022, within my jurisdiction, the within named **JOHN J. PIEROTICH**, 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.




NOTARY PUBLIC

EXHIBIT "A"

That certain lot of land described as beginning at an iron stake which is 363 feet North of the center line of U. S. Highway 90 on the property of John Joseph Astorias, et ux and the property owned by Hendrickson, later by Poss and Woodfield and now or recently of Aldredge, and from said point of beginning running thence west 60 feet to an iron stake; thence South 77 feet to an iron stake; thence west 44 feet to an iron stake; thence south 82 feet to an iron stake; thence running west 86 feet to an iron stake set in the east margin of Markham Avenue in Gulf Shore Manor Subdivision running thence south along the east margin of said Markham Avenue a distance of 213 feet, more or less, to the center of the U. S. Highway 90; running thence easterly along the center of said highway a distance of: 182.6 feet, more or less, to a point in the center of said highway at the west line of the property now or recently of Aldredge, formerly of Poss and Woodfield; running thence north along the boundary line between the property of Astorias, and the property now owned by Aldredge, formerly of Poss and Woodfield and formerly of Hendrickson, a distance of 363 feet, more or less, to the point of beginning.

The property herein described being a part of Lot 23, of Block 1, of Gulf Shore Manor Subdivision as shown by the official map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi, and the adjoining parcel of land lying immediately east of said Lot 23 in Fractional Section 6, Township B South, Range 10 West;

And also including that certain parcel of land having a width east and west of 183.6 feet, more or less, and lying immediately south of the above described parcel of land and extending from the south line of the above described parcel of land south to the seashore of the Gulf of Mexico or Mississippi Sound, being between the east and west lines of the above described parcel extended south to the seashore.

And also Lots 21, 22, and 23, of Block 1, Gulf Shore Manor, and also a parcel of land beginning at an iron pipe of the northeast corner of Lot 21, Block 1, of Gulf Shore Manor; thence East a distance of 39 feet; thence South a distance of 77 feet; thence West 39 feet; thence North 77 feet to the point of beginning; located in the City of Mississippi City, Mississippi, as per the map or plat now of record in the office of the Chancery Clerk of said County and State, and being the home of the late Joe Astorias and his wife, Marguerite Desporte Astorias, together with all the building and improvements of every kind and character located and situated on the parcels of land hereinabove set forth and described.

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Expressly excluded from any warranties contained herein is that portion of the subject property which lies South of the North right of way line of U.S. Highway 90, which property is quitclaimed by the Grantor to the Grantees herein.



CERTIFIED TRUE COPY
JOHN McADAMS
CHANCERY CLERK
HARRISON COUNTY, MISS.
First Judicial District
By Shenolt DC

MISCELLANEOUS PAYMENT RECPT#: 11817006
CITY OF GULFPORT

GULFPORT, MS 39501

DATE: 09/19/22 TIME: 14:48:42
CLERK: cbrown DEPT:
CUSTOMER#:

COMMENT:

CHG: PZD PLANNING AND ZO 75.00

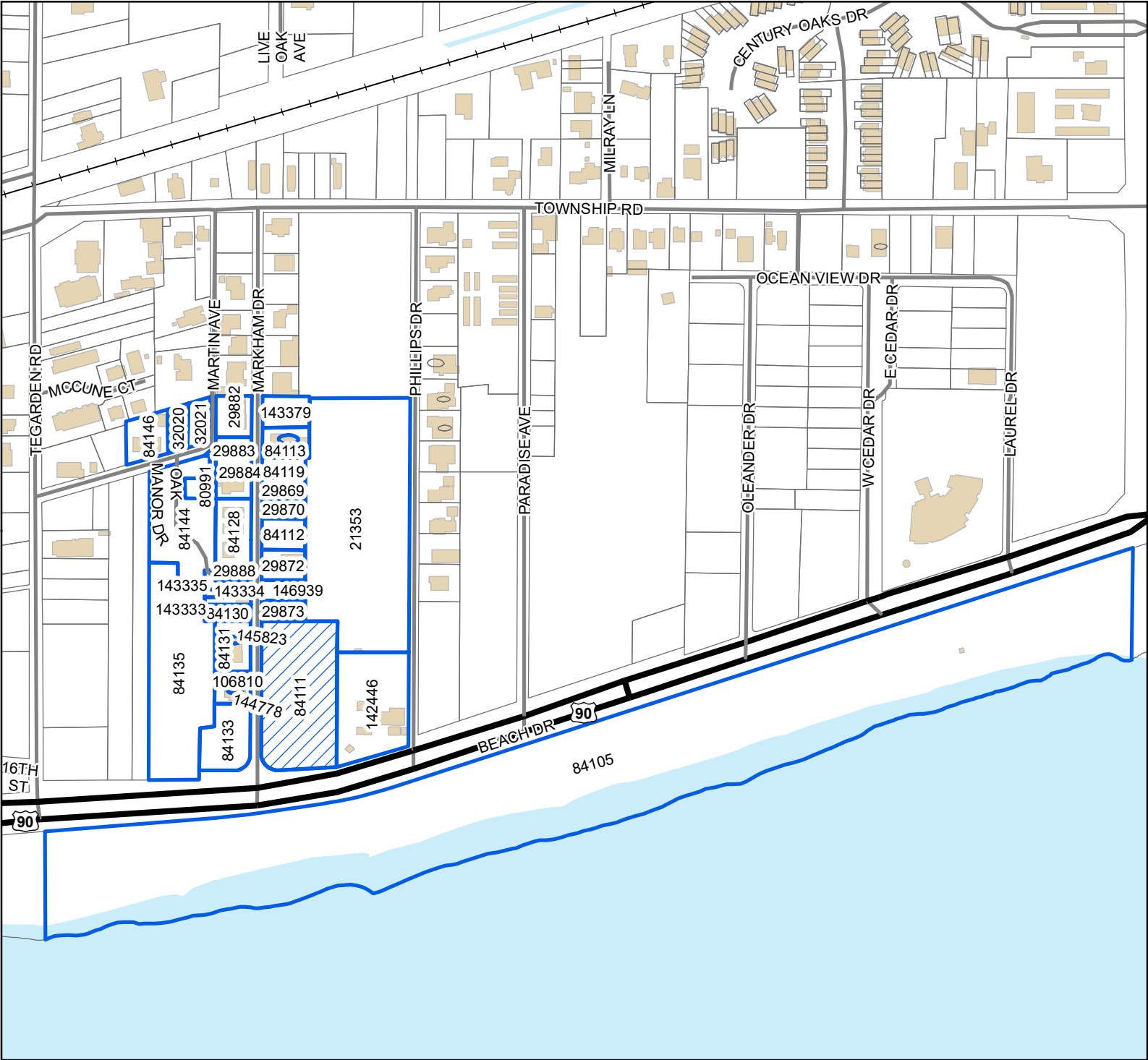
AMOUNT PAID: 75.00

PAID BY: FELIX'S
PAYMENT METH: CHECK

REFERENCE:

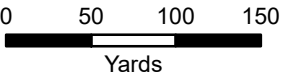
AMT TENDERED: 75.00
AMT APPLIED: 75.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	84111	1011D-03-008.000	DANIEL O. CONWILL, IV (OWNER)	942 BEACH DRIVE	GULFPORT	MS	39507
			Adjacent Property Owners (2211PC194)				
	142446	1011D-03-006.001	942 BEACH BLVD LLC	400 POYDRAS ST STE 3100	NEW ORLEANS	LA	70130
	29870	1011D-03-012.000	BOURGEOUIS NANCY STONE ETAL	1710 E PASS RD	GULFPORT	MS	39507
	84128	1011D-03-030.000	DANIEL KAREN ANN & VISCUGLIA FELIX	2729 FAISS DR	LAS VEGAS	NV	89134
	29872	1011D-03-010.000	EASTERLING DAVID & OCTAVIA SUMRALL	140 MARKHAM DRIVE	GULFPORT	MS	39507
N	84105	1011D-02-001.000	GULFPORT CITY OF				0
	32020	1011D-03-049.000	HARVER PROPERTIES LLC	691 LYNNRAY RD	PETAL	MS	39465
	84144	1011D-03-037.000	JSOCO LLC	PO BOX 673	GULFPORT	MS	39502
N	80991	1011D-03-037.002	JSOCO LLC	P O BOX 673	GULFPORT	MS	39502
N	84133	1011D-03-035.000	JSOCO LLC	P O BOX 673	GULFPORT	MS	39502
N	84135	1011D-03-036.000	JSOCO LLC	P O BOX 673	GULFPORT	MS	39502
	29882	1011D-03-027.000	LANCE DAVID M JR	175 MARKHAM DR	GULFPORT	MS	39507
	32021	1011D-03-050.000	LAYMAN STEPHEN GLENN	835 MARTIN AVE	GULFPORT	MS	39501
	84131	1011D-03-034.000	MCGRAW FRANK ADAM	127 MARKHAM DR	GULFPORT	MS	39501
N	145823	1011D-03-034.004	MCGRAW FRANK ADAM	127 MARKHAM DR	GULFPORT	MS	39501
	29888	1011D-03-032.000	MCSHEA DEVELOPMENT GROUP LLC	45 HARDY COURT #260	GULFPORT	MS	39507
N	84130	1011D-03-033.000	MCSHEA DEVELOPMENT GROUP LLC	45 HARDY COURT #260	GULFPORT	MS	39507
	143335	1011D-03-033.004	MCSHEA DEVELOPMENT GROUP LLC	45 HARDY CT #231	GULFPORT	MS	39507
N	143333	1011D-03-033.002	MCSHEA DEVELOPMENT GROUP LLC	45 HARDY CT #231	GULFPORT	MS	39507
	143334	1011D-03-033.003	OMEN PROPERTIES LLC	2953 BIENVILLE BLVD #309	OCEAN SPRINGS	MS	39564
	106810	1011D-03-034.002	ROGERS BRYAN KIRK & KELLY PATTERSON	121 MARKHAM DR	GULFPORT	MS	39507
N	144778	1011D-03-034.003	ROGERS BRYAN KIRK & KELLY PATTERSON	121 MARKHAM DR	GULFPORT	MS	39507
	84119	1011D-03-014.000	SCHLOSSER BRIAN & MELINDA	155 CLOVER ST	BILOXI	MS	39530
	29884	1011D-03-029.000	SCHLOSSER BRIAN R & MELINDA HALL	466 ANNONDALE PARKWAY	BILOXI	MS	39530
	21353	1011D-03-006.000	SEA OAKS PROFESSIONAL PLAZA LLC	13142 W ECHO DR	GULFPORT	MS	39503
	29873	1011D-03-009.000	SPINNER REAL ESTATE HOLDINGS LLC	440 GREEN TEAL CT	BILOXI	MS	39531
N	84112	1011D-03-011.000	SPINNER REAL ESTATE HOLDINGS LLC	440 GREEN TEAL CT	BILOXI	MS	39531
N	146939	1011D-03-009.001	SPINNER REAL ESTATE HOLDINGS LLC	440 GREEN TEAL CT	BILOXI	MS	39531
	143379	1011D-03-015.001	TIMS KENNETH & CATHERINE	164 MARKHAM DR	GULFPORT	MS	39507
N	84113	1011D-03-015.000	TIMS KENNETH R & CATHERINE B	164 MARKHAM DR	GULFPORT	MS	39507
	29869	1011D-03-013.000	WALKER CORY LAMAR & MEGAN ELAINE	156 MARKHAM DR	GULFPORT	MS	39507
	84146	1011D-03-048.000	WILKIN LOUIS J & CAROL N	825 MARTIN AVE	GULFPORT	MS	39507
	29883	1011D-03-028.000	WILKIN LOUIS J & CAROL N	825 MARTIN AVE 1357	GULFPORT	MS	39507



Legend

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



1 inch = 340 feet



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

RE: Planning Commission Approval 2211PC194, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests for outdoor entertainment venue, 942 1/2 Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, November 17, 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, November 17, 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:
IPL0096113

Order Status:
Submitted

Classification:
Legals & Public Notices

Package:
BLX - Legal Ads

Final Cost:
81.72

Payment Type:
Account Billed

User ID:
IPL0024925

ACCOUNT INFORMATION

GULFPORT URBAN DEVELOPMENT IP
PO BOX 1780
GULFPORT, MS 39502
228-868-5705
AccountsPayable@gulfport-ms.gov
GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT

Date
October 27, 2022 11:41:15 AM EDT

Amount:
81.72

SCHEDULE FOR AD NUMBER IPL00961130

November 2, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00961130**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, November 17, 2022 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2211PC194, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests for outdoor entertainment venue, 942 1/2 Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

Zoning Map Amendment 2211PC195, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 942 1/2 Beach Blvd, Ward 2

Planning Commission Approval 2211PC196, by owner Jermille Johnson, tax parcel 0810B-03-099.000, Requests mobile home use, W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

Zoning Map Amendment 2211PC198, by agent Jorge Vargas, tax parcel 1007M-01-038.000, Requests to rezone from R-B (Residence-business) to R-E (Residence estate), 13062 Sheldon St, Zoned R-B (Residence-business), Ward 6

Planning Commission Approval 2211PC199, by agent Terrell Roddy, tax parcel 0808D-04-004.000, Requests to allow a medical dispensary use, 12407 HWY 49 N, Zoned B-4 (Highway business), Ward 7

Special Exception 2211SE200, by agent Adeeb Botros, tax parcel 0810C-03-059.000, Requests liquor store use, 8304 HWY 49 B, Zoned B-4 (Highway business), Ward 3

Planning Commission Approval 2211PC201, by owners Barry & Theresa Weyland, tax parcel 1010E-03-007.015, Request home occupation for real estate office, 927 Old Towne St, Zoned T3 (Sub-Urban Zone), Ward 4

Zoning Map Amendment 2211PC202, by agent Joyce Unsworth, tax parcel 0710O-02-102.002, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4809 29th St, Zoned B-1 (Neighborhood business), Ward 1

Planning Commission Approval 2211PC203, by agent Doug Hanson, tax parcel 0811G-03-033.000, Request home occupation for mobile windshield repair business, 1632 2nd St, Zoned T4L (General Urban Zone "Limited"), Ward 2

Appeals 2211PC204, by owners 3112 Pass Rd LLC & Ronald Fremin II, tax parcel 0811D-04-009.000, Requests metal exterior on facility, 3112 Pass Road, Zoned I-1 (Light Industry), Ward 1

Planning Commission Approval 2211PC205, by owners Yolanda & Marcus Stubbs, tax parcel 0908J-01-036.000, Requests home occupation for mobile notary use, 20 Joanna Lane, R-1-10 (Single-family) Ward 6

Zoning Map Amendment 2211PC206, by owners Incia Hernandez & Wilson Martinez, tax parcel 0910N-01-018.001, Request to rezone from B-2 (General Business) to R-B (Residence Business), 3205 F Ave, Zoned B-2 (General Business), Ward 4

Zoning Map Amendment 2211PC207, by agent J. William Williams, tax parcels 0708P-01-004.007 & 0708P-01-006.000, Requests to rezone from R-1-15 (Single-family) to B-2 (General business), 11261 Old Highway 49, Zoned R-1-15 (Single-family), Ward 7

Resubdivision 2211PC208, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2211PC209, by agent Robert Reimann, tax parcel 0809B-03-017.000, Requests to rezone from I-2 (Heavy Industry) to R-3 (General residence), River Ten Rd & Klein Rd, Zoned I-2 (Heavy Industry), Ward 7

Planning Commission Approval 2211PC210, by agent Addison Bell,

Planning Commission Approval 2210PC190, by agent Addison Reimann, tax parcel 0809K-02-002.001, Request approval to allow a medical dispensary use, Creosote Rd, B-4 (Highway business), Ward 3

Final Plat 2211PC211, by agent Robert Reimann, tax parcels 0808O-02-016.000, 0808O-02-019.000, 0808O-02-015.000, Approval of Final Plat for 63-lot subdivision (Southern Breeze Subdivision) with 3 outparcels, Dedeaux Rd & Tanner Rd, Zoned R-1-5 (Single-family) & B-2 (General business), Ward 5

Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive sales of less than 50 vehicles & automotive laundry use, 2601 15th Ave, Zoned B-2 (General business), Ward 3

This the 26th day of October, 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: November 17, 2022

Re: Planning Commission Approval 2211PC196:

Planning Commission Approval 2211PC196, by owner Jermille Johnson, tax parcel 0810B-03-099.000, Requests mobile home use, W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2211PC196

Hearing Date: November 17, 2022

Current Zoning/Use: R-1-5 / Single-family Residence

Legal: Planning Commission Approval 2211PC196, by owner Jermille Johnson, tax parcel 0810B-03-099.000, Requests mobile home use, W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

TECHNICAL DETAILS

The applicant request Planning Commission Approval for the placement of a mobile home located at West Virginia Ave, Zoned R-1-5 (Single-family), Ward 3.

Upon staff review of aerial imagery, the parcel is currently vacant property. A request to place a mobile home on this property was **denied** on Thursday, March 25, 2021 by the Planning Commission. Moreover, historical imagery reveals that there was once a structure on the property. Permitting records indicates that this was a church that was demolished in 2009. The immediate surrounding parcels are single-family homes; however, there are few existing mobile homes in the area.

Per the ordinance off street parking for mobile home requires two parking spaces 9 x 18 asphalt or concrete. In addition, upon review of the site plan submitted by the applicant, all required setbacks have been met. (**See the attached**) The Area Map that shows the staff's study area and additional mobile homes in the area.

EXECUTIVE SUMMARY

Although the surrounding neighboring properties is primarily single-family homes, there is a mixed use of single-family homes and very few mobile homes.

Any approval should consider these conditions:

1. Tree permit must be applied for and approved before placement of mobile home.
2. Two parking spaces 9 x 18 asphalt or concrete.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 11/04/2022.

Public Works: No conditions. Memo dated 11/04/2022.

Traffic and Safety: No conditions. Memo dated 10/31/2022.

Technical Report
PLANNING COMMISSION APPROVAL

Building Code Services: No comment. Memo dated 11/07/2022.

GIS: No comment. Memo dated 11/07/2022.

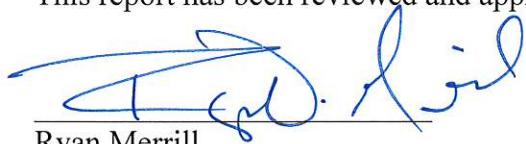
Police Department: No comment. Memo dated 11/07/2022.

Fire Department: No conditions. Memo dated 10/31/2022.

City Arborist: No conditions. Memo dated 10/31/2022.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

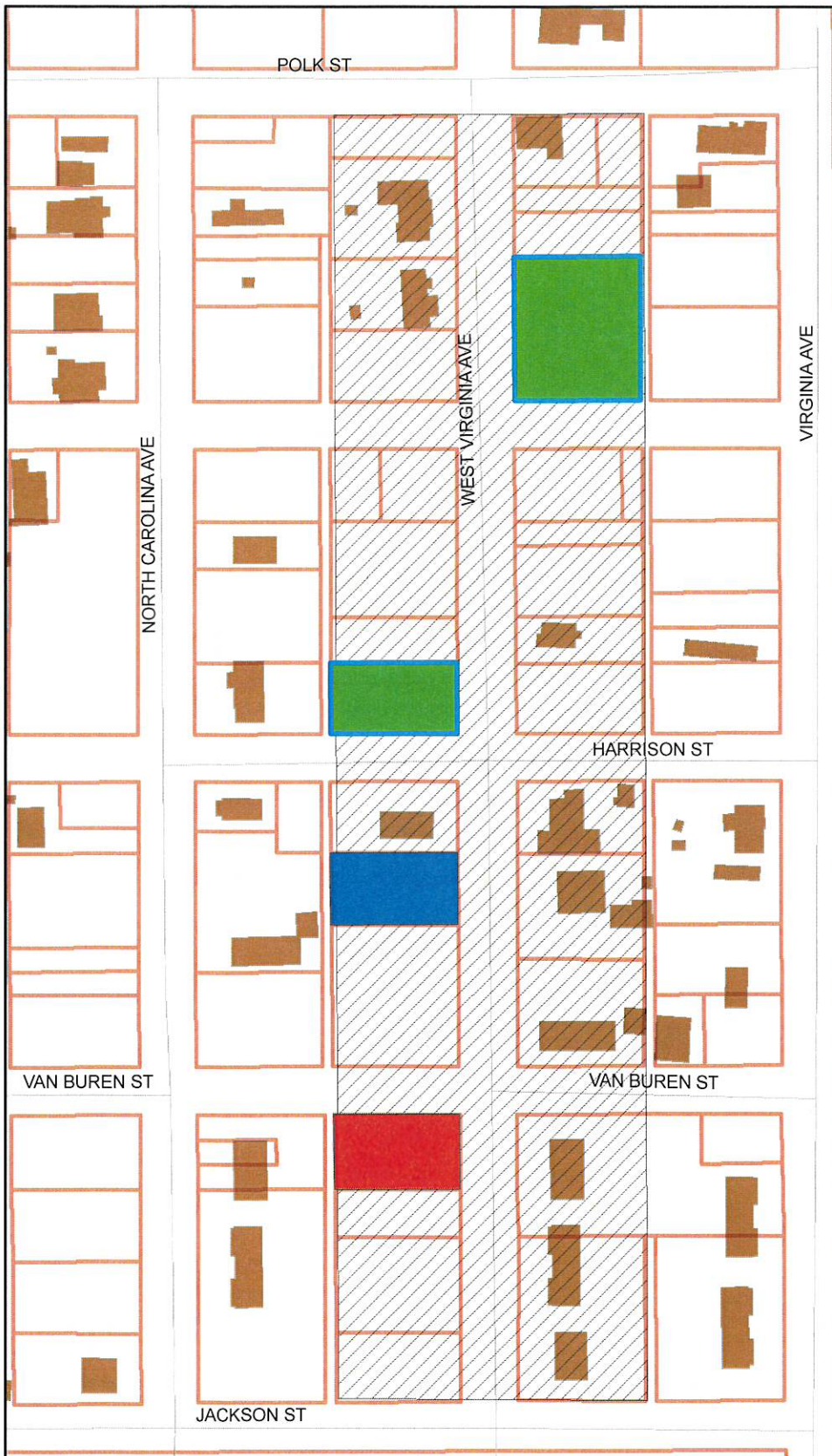


Ryan Merrill
Director of Urban Development Department



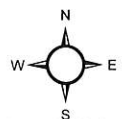
Area Map

Printed 11/8/2022



Legend

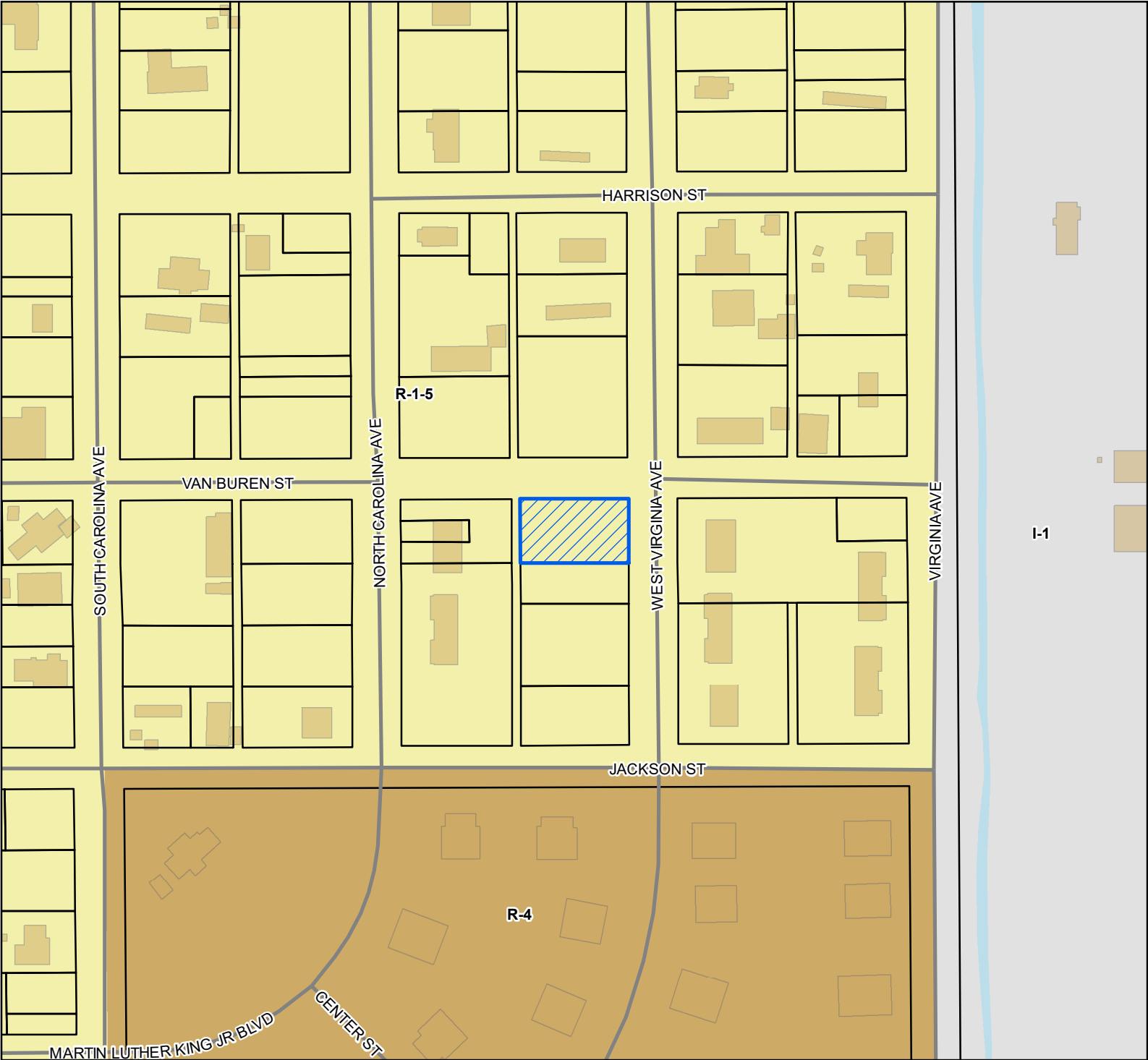
- Existing Mobile Homes
- Abandoned Mobile Home
- Subject Site
- Limit of Study Area
- Parcels
- Streetcenterline
- Classification
- Minor/Residential



1 inch = 170 feet

DATA DISCLAIMER:

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 Site

 Street

 Parcels

 Buildings

 Water Features

Zoning

 I-1 - Light Industry District

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

 R-4 - General Residence (High Density)

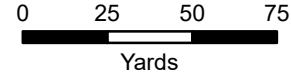
Site Information

0810B-03-099.000

Zoning: R-1-5 (Single-family Residence)

Size: 10,464 SQFT

Flood: X



1 inch = 170 feet



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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: 2211PC194Date Received: 9/19/22

Receipt Number: _____

Received By: _____

Zoning: R-1-5Ward: 3 Flood: XSize: 10464 sqft.

Property Information

TAX PARCEL #

0	8	1	0	B

 -

0	3

 -

0	9	9

 .

0	0	0

(If necessary, use separate sheet of paper)

Address of Property Involved: _____

Lot(s) 12-16, Block(s) 218, Subdivision North Gulfport

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

To place mobile home on my property

OWNERSHIP AND CERTIFICATION:

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

OWNER

AGENT

Jermille Johnson
Printed Name of Owner
8291 Florida Ave
Mailing Address
Gulfport MS 39501
City State Zip code
(228) 380-3514
Home Phone Work/Cell Phone
Jermille.Johnson@yahoo.com
Email
Jermille Johnson
Signature of Owner

Printed Name of Agent

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

Signature of Agent

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

☐

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

This page must be completed if the property or properties involved have more than one owner. All persons listed as owners to the property or properties listed on page one must complete and sign this part of the application. We can only accept applications with *original signatures*.

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)

Maggie Johnson

ADDRESS (STREET, CITY, STATE, ZIP CODE)

8291 Florida Ave Gulfport MS 39501

PHONE # (H)

(WK/CELL)

688)669-9772

TAX PARCEL NUMBER(S) OWNED

SIGNATURE

Maggie Johnson

NAME OF OWNER (PRINT)

ADDRESS (STREET, CITY, STATE, ZIP CODE)

PHONE # (H)

(WK/CELL)

TAX PARCEL NUMBER(S) OWNED

SIGNATURE

NAME OF OWNER (PRINT)

ADDRESS (STREET, CITY, STATE, ZIP CODE)

PHONE # (H)

(WK/CELL)

TAX PARCEL NUMBER(S) OWNED

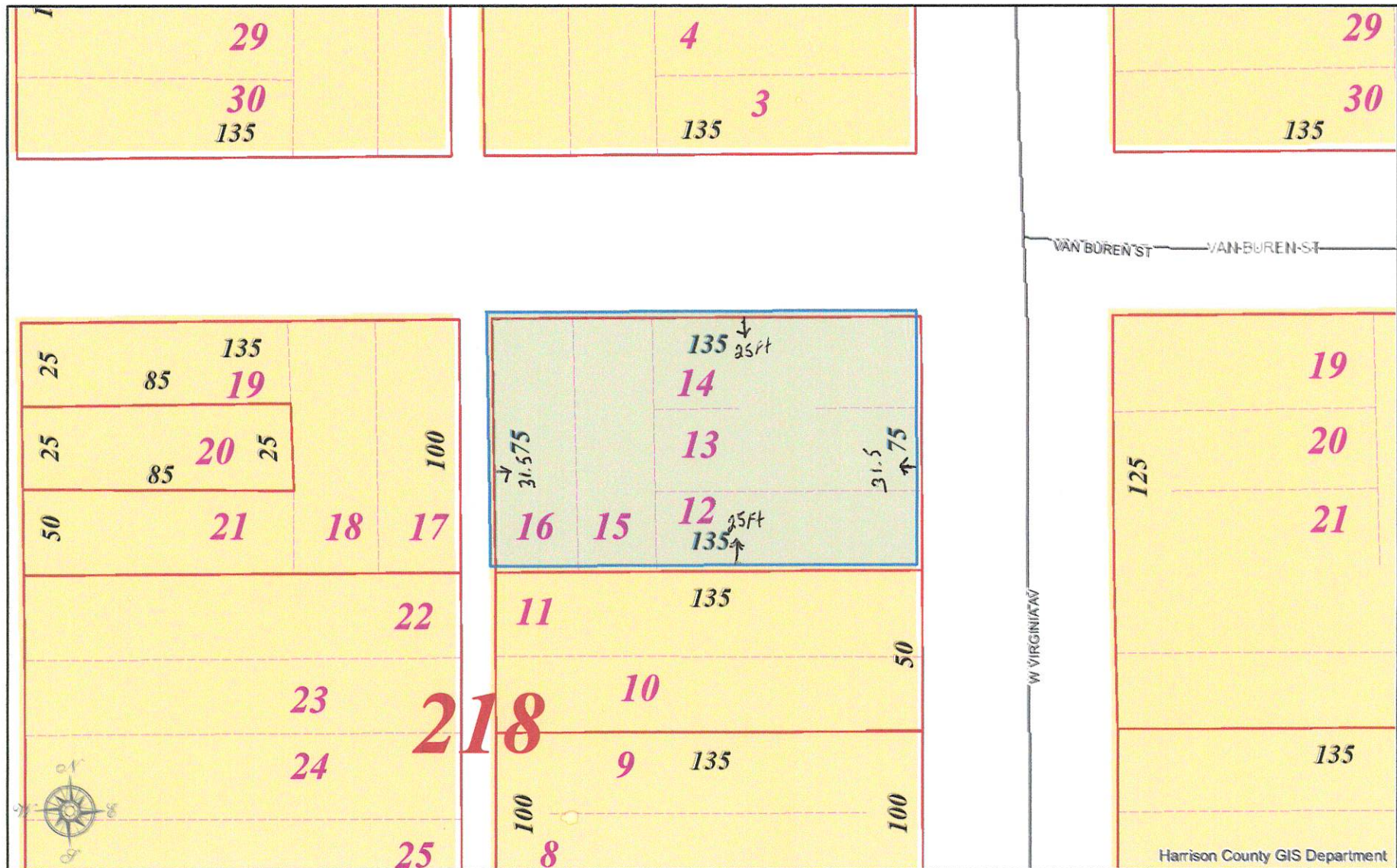
SIGNATURE

F.

- Transportation and access is provided by Coast Transit Authority.
- The water supply is by H₂O City of Gulfport water billing.
- The waste disposal is picked up by Waste Pro - Gulfport.
- Fire and Police protection is provide by City of Gulfport Police Department and Gulfport Fire Department.
- Other public facilities we have in the area Good Deeds Community Center and varies Churches.
- The proposal will not cause undue traffic congestion or Create a traffic hazard due to its a residential zone neighborhood already.

- The proposal will be in harmony with the orderly and appropriate development of the district in which the use is located because the Location zone for residential and Mobile Homes. There are several mobile homes on the proposal street and around the area.

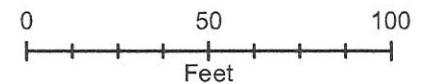
My Map



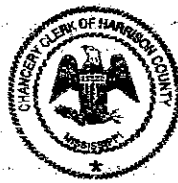
HARRISON COUNTY, MISSISSIPPI

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP. TAL FLURRY, TAX ASSESSOR.

MAP DATE: September 19, 2022



SCANNED



1st Judicial District
Instrument 2020 11764 D - J1
Filed/Recorded 9/10/2020 02:22 P
Total Fees \$ 26.00
1 Pages Recorded

No. 91032

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 \$2,556.29, being the amount required to purchase said lands, does hereby grant and convey to:

Jermille Johnson and Maggie Johnson

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

DR: 1406/0094 04/14/1998- LOTS 12 TO 16 INC BLK 218 NORTH GULFPORT SECS 27/28-
7-11 SPECIAL ASESMENT G 1594.00 11/8/13
Section 27, Township 7S, Range 11W
Parcel No.: 0810B-03-099.000 PPIN: 50744
Harrison County, First Judicial District, Mississippi

This the 19th day of August, 2020



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):
Jermille Johnson and Maggie Johnson
8291 Florida Ave.
Gulfport, MS 39501
(228) 380-3514

MISCELLANEOUS PAYMENT RECPT#: 11816650
CITY OF GULFPORT

GULFPORT, MS 39501

DATE: 09/19/22 TIME: 10:54:09
CLERK: cbrown DEPT:
CUSTOMER#:

COMMENT:

CHG: PZD PLANNING AND ZO 75.00

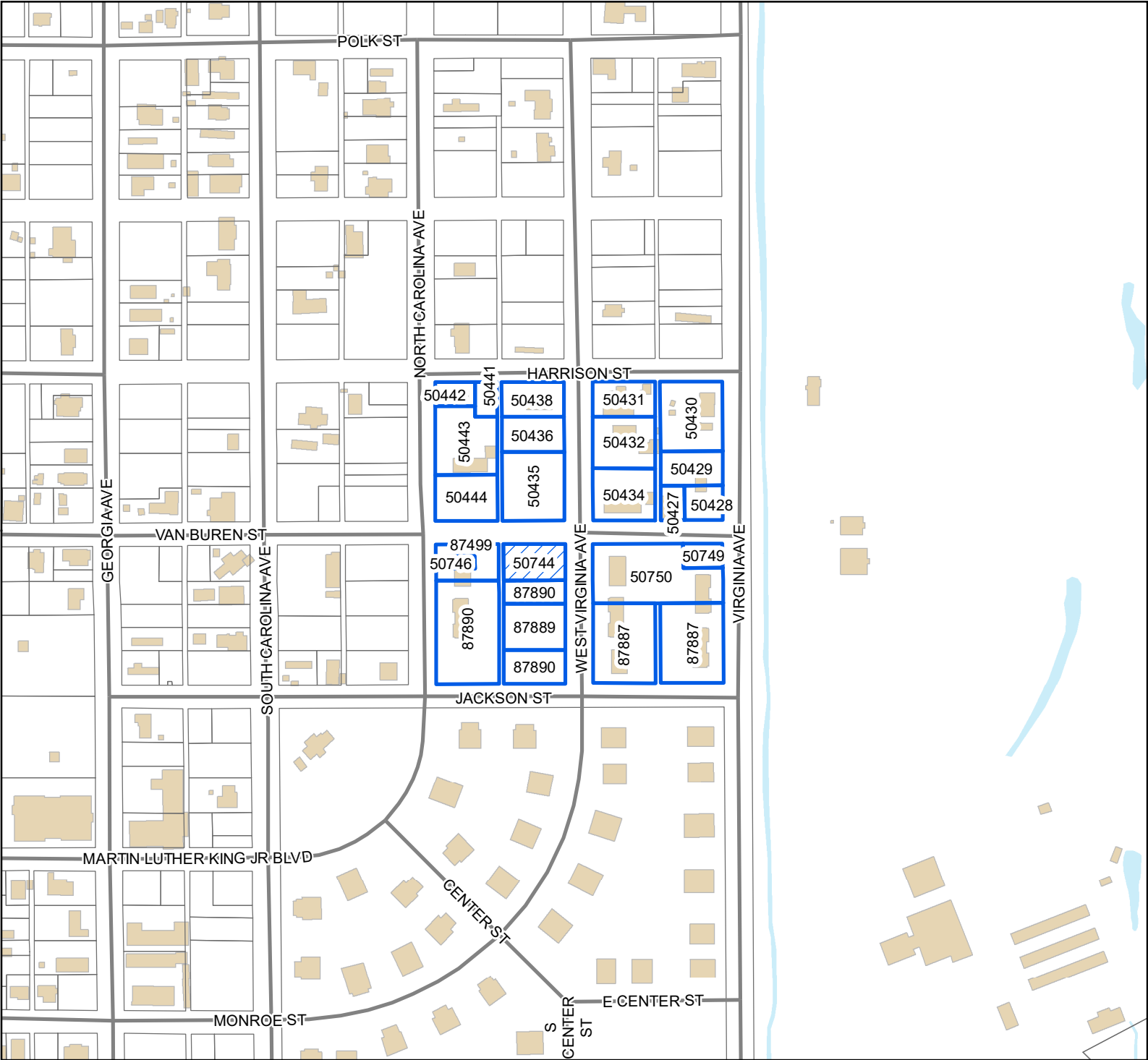
AMOUNT PAID: 75.00

PAID BY: JERMILLE JOHNSON
PAYMENT METH: CASH

REFERENCE:

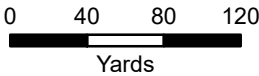
AMT TENDERED: 75.00
AMT APPLIED: 75.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	50744	0810B-03-099.000	JOHNSON JERMILLE & MAGGIE	8291 FLORIDA AVE	GULFPORT	MS	39501
			Adjacent Property Owners (2211PC196)				
	50438	0810B-03-068.000	ALLEN SYLVIA	8309 W VIRGINIA AVE	GULFPORT	MS	39501
	50432	0810B-03-065.000	BALL EVA	8298 W VIRGINIA AVE	GULFPORT	MS	39501
	50436	0810B-03-070.000	BOYD JANE -EST- C/O QUEEN E GRAVES	2616 W.GEORGE ST	GULFPORT	MS	39503
	50444	0810B-03-072.000	BROOKS LIZZIE REA -L/E-	2226 31ST AVE	GULFPORT	MS	39501
	50443	0810B-03-073.000	GORE CHARLOTTE ANN & ABRAM LEE A JR	8292 N CAROLINA AVE	GULFPORT	MS	39501
	87889	0810G-02-002.000	GREATER MT OLIVE BAPTIST CHURCH	4303 TENNESSEE AVE	GULFPORT	MS	39501
	50428	0810B-03-061.000	HARRISON CHARLES & SHAMEKA	14432 VAN BUREN ST	GULFPORT	MS	39501
	50429	0810B-03-060.000	HARRISON CHARLES & SHAMEKA	14432 VAN BUREN ST	GULFPORT	MS	39501
N	50427	0810B-03-062.000	HARRISON CHARLES D JR	14432 VAN BUREN ST	GULFPORT	MS	39501
	50431	0810B-03-066.000	HILL VALERIE E ETAL	8306 W VIRGINIA AVE	GULFPORT	MS	39501
	50749	0810B-03-101.000	MISS REGIONAL HOUSING AUTH # VIII	P O BOX VIII	GULFPORT	MS	39505
	50441	0810B-03-074.000	PATTON ZALIA -ESTATE-	8309 W VIRGINIA AVE	GULFPORT	MS	39501
	50430	0810B-03-059.000	ROBERTSON JANICE & JOHN	8305 VIRGINIA AVE	GULFPORT	MS	39501
	50442	0810B-03-075.000	SIMMONS ROBERT JR	122 FLETCHER PL	BRANDON	MS	39042
N	50750	0810B-03-100.000	SOUTH MS HOUSING & DEVELOPMENT CORP	PO BOX 2347	GULFPORT	MS	39505
N	87499	0810B-03-098.000	SOUTH MS HOUSING & DEVELOPMENT CORP	PO BOX 2347	GULFPORT	MS	39505
	50746	0810B-03-097.000	SOUTH MS HOUSING & DEVELOPMENT CORP	10430 THREE RIVERS RD	GULFPORT	MS	39505
	87887	0810G-02-001.000	SOUTH MS HOUSING & DEVELOPMENT CORP	PO BOX 2347	GULFPORT	MS	39505
N	87890	0810G-02-003.000	SOUTH MS HOUSING & DEVELOPMENT CORP	PO BOX 2347	GULFPORT	MS	39505
	50435	0810B-03-071.000	THOMPSON-MUNGO SANDRA D ETAL	P O BOX 1116	HALIFAX	VA	24558
N	50434	0810B-03-063.000	THOMPSON-MUNGO SANDRA D ETAL	P O BOX 1116	HALIFAX	VA	24558



Legend

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



1 inch = 300 feet



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

RE: Planning Commission Approval 2211PC196, by owner Jermille Johnson, tax parcel 0810B-03-099.000, Requests mobile home use, W Virginia 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, November 17, 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, November 17, 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:
IPL0096113
External Order #:
340357
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
BLX - Legal Ads
Final Cost:
85.20
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
October 27, 2022 11:41:15 AM EDT
Amount:
81.72
Date
October 31, 2022 2:13:43 PM EDT
Amount:
3.48

SCHEDULE FOR AD NUMBER IPL00961130

November 2, 2022

PREVIEW FOR AD NUMBER IPL00961130**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 PM., Thursday, November 17, 2022 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2211PC194, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests for outdoor entertainment venue, 942 1/2 Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

Zoning Map Amendment 2211PC195, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 942 1/2 Beach Blvd, Ward 2

Planning Commission Approval 2211PC196, by owner Jemille Johnson, tax parcel 0810B-03-099.000, Requests mobile home use, W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

Zoning Map Amendment 2211PC198, by agent Jorge Vargas, tax parcel 1007M-01-038.000, Requests to rezone from R-3 (Residence-business) to R-E (Residence estate), 13082 Shekion St, Zoned R-B (Residence-business), Ward 6

Planning Commission Approval 2211PC199, by agent Terrell Roddy, tax parcel 0808D-04-004.000, Requests to allow a medical cannabis dispensary use, 12407 HWY 49 N, Zoned B-4 (Highway business), Ward 7

Special Exception 2211SE200, by agent Adebef Bolos, tax parcel 0810C-03-059.000, Requests liquor store use, 8304 HWY 49 B, Zoned B-4 (Highway business), Ward 3

Planning Commission Approval 2211PC201, by owners Barry & Theresa Weyland, tax parcel 1010E-03-007.015, Request home occupation for real estate office, 927 Old Towne St, Zoned T3 (Sub-Urban Zone), Ward 4

Zoning Map Amendment 2211PC202, by agent Joyce Unsworth, tax parcel 07100-02-102.002, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4809 29th St, Zoned B-1 (Neighborhood business), Ward 1

Planning Commission Approval 2211PC203, by agent Doug Hanson, tax parcel 0811G-03-033.000, Request home occupation for mobile windshield repair business, 1632 2nd St, Zoned T4L (General Urban Zone "Limited"), Ward 2

Appeals 2211PC204, by owners 3112 Pass Rd LLC & Ronald Fremin II, tax parcel 0811D-04-009.000, Requests metal exterior on facility, 3112 Pass Road, Zoned I-1 (Light Industry), Ward 1

Planning Commission Approval 2211PC205, by owners Yolanda & Marcus Stubbs, tax parcel 0908J-01-036.000, Requests home occupation for mobile notary use, 20 Joanna Lane, R-1-10 (Single-family) Ward 6

Zoning Map Amendment 2211PC206, by owners Incia Hernandez & Wilson Martinez, tax parcel 0910N-01-018.001, Request to rezone from B-2 (General Business) to R-B (Residence Business), 3205 F Ave, Zon

Zoning Map Amendment 2211PC207, by agent J. William Williams, tax parcels 0708P-01-004.007 & 0708P-01-006.000, Requests to rezone from R-1-15 (Single-family) to B-2 (General business), 11261 Old Highway 49, Zoned R-1-15 (Single-family), Ward 7

Resubdivision 2211PC208, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2211PC209, by agent Robert Reimann, tax parcel 0809B-03-017.000, Requests to rezone from I-2 (Heavy Industry) to R-3 (General residence), River Ten Rd & Klein Rd, Zoned I-2 (Heavy Industry), Ward 7

Planning Commission Approval 2211PC210, by agent Addison Reimann, tax parcel 0809K-02-002.001, Request approval to allow a medical cannabis dispensary use, Creosote Rd, B-4 (Highway business), Ward 3

Final Plat 2211PC211, by agent Robert Reimann, tax parcels 0808O-02-016.000, 0808O-02-019.000, 0808O-02-015.000, Approval of Final Plat for 63-lot subdivision (Southern Breeze Subdivision) with 3 outparcels, Dedoux Rd & Tanner Rd, Zoned R-1-5 (Single-family) & B-2 (General business), Ward 5

Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive sales of less than 50 vehicles & automotive laundry use, 2601 15th Ave, Zoned B-2 (General business), Ward 3

Planning Commission Approval 2210PC178, by agent John Dixon, tax parcel 0808L-02-017.000, Request approval to allow a medical cannabis dispensary use, 11370 HWY 49 Suite G, Zoned B-4 (Highway business), Ward 7

This the 26th day of October, 2022

Keith Williams, Chairman
City of Gulfport Planning Commission

IPL0096113
Nov 2 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: November 17, 2022

Re: Planning Commission Approval 2211PC199:

Planning Commission Approval 2211PC199, by agent Terrell Roddy, tax parcel 0808D-04-004.000, Requests to allow a medical cannabis dispensary use, 12407 HWY 49 N, Zoned B-4 (Highway business), Ward 7

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2211PC199

Hearing Date: November 17, 2022

Current Zoning/Use: B-4 / Commercial Building

Legal: Planning Commission Approval 2211PC199, by agent Terrell Roddy, tax parcel 0808D-04-004.000, Requests to allow a medical cannabis dispensary use, 12407 Highway 49 N, Zoned B-4 (Highway business), Ward 7

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. Several houses and some small apartments, which classify as a residential use, are within the 500-property line radius. By definition, this establishment would acquire possess, store, transfer, sell, supply or dispense medical cannabis.

EXECUTIVE SUMMARY

Ultimately, this use appears to meet 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 effect to 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 concern around the project is the nearby housing and vehicular access this development will influence. Per ordinance, the Planning Commission could "establish conditions and limitations with respect to the site plan."

Any approval should consider these conditions:

1. Shall comply with all City Codes and Ordinances.
2. Police Department denied this project for the following. Less than 500 feet from residential, Less than 1500 feet from, Busy Bee Montessori Preschool and Daycare located at 1203 Old Hwy 49.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 11/4/2022.

Public Works: No conditions. Memo dated 11/4/2022.

Traffic and Safety: No conditions. Memo dated 10/31/2022.

Building Code Services: No comment as of 11/12/2022.

Technical Report
PLANNING COMMISSION APPROVAL

GIS:

No comment as of 11/8/2022.

Police Department:

Comments. Less than 500 feet from residential, Less than 1500 feet from, Busy Bee Montessore Preschool and Daycare located at 1203 Old Hwy 49. Memo dated 11/8/22

Fire Department:

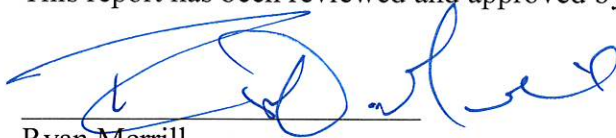
No conditions. Memo dated 10/27/2022.

City Arborist:

No conditions. Memo dated 10/31/2022.

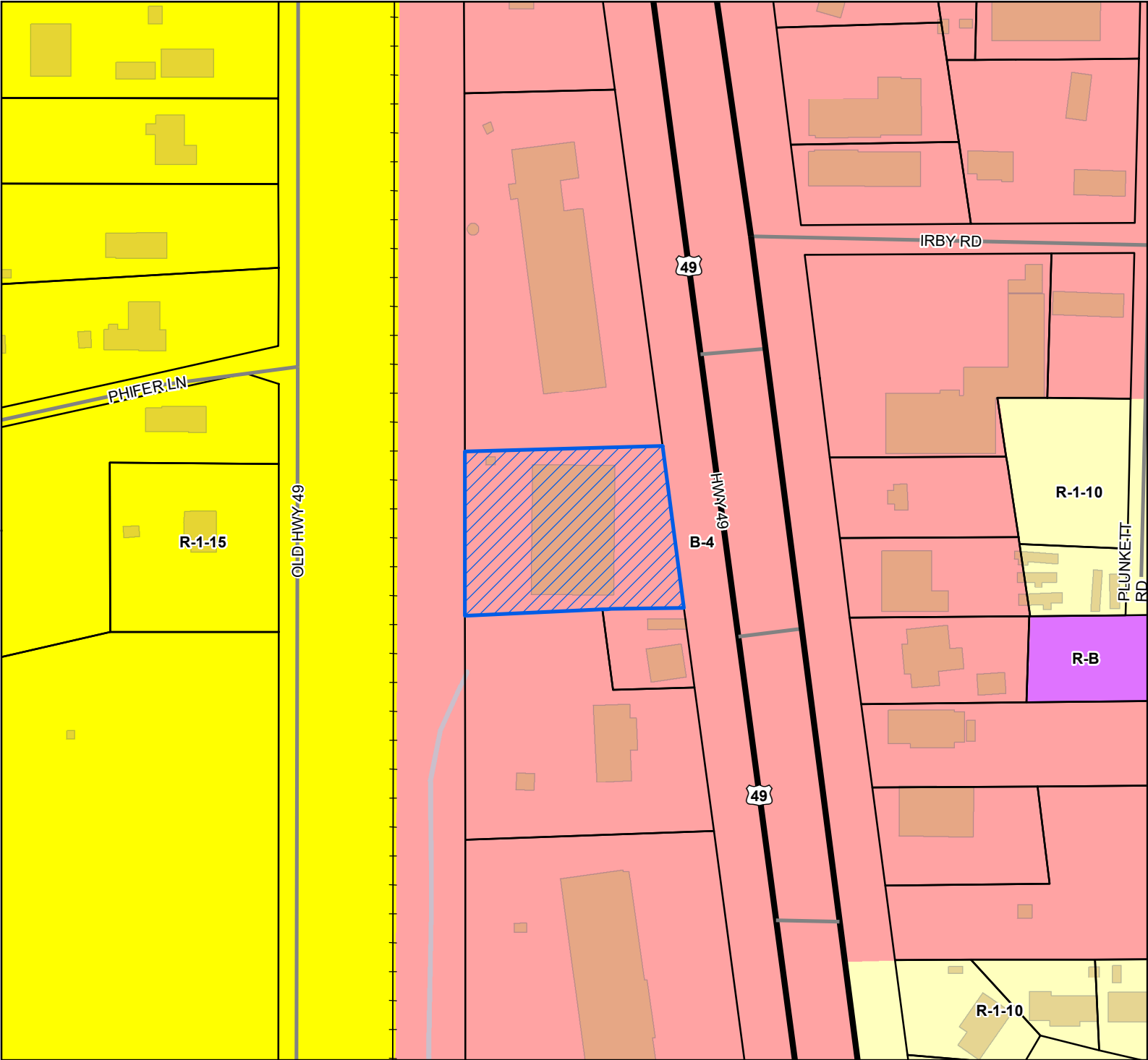
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Ryan Merrill

Director of Urban Development Department



Legend

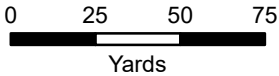
- Site
- US or State Highway
- Street
- Railroad
- Parcels
- Buildings
- Water Features

Zoning

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

Site Information

0808D-04-004.000
 Zoning: B-4 (Highway business)
 Size: 1.16 acre
 Flood: X



1 inch = 170 feet



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



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: 2211PC199Date Received: 9/27/2022

Receipt Number: _____

Received By: 87Zoning: B-4Ward: 7 Flood: XSize: 1.16 ACRE**Property Information**

TAX PARCEL # 0808D-04-004.000
 - -
 - -

(If necessary, use separate sheet of paper)

Address of Property Involved: 12407 Highway 49, NorthLot(s) 04, Block(s) 07, Subdivision 11General Location: Near O'Neal Road on Highway 49**GENERAL DESCRIPTION OF REQUEST:**

approval of dispensary to do
business (medical Cannabis)

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

Richard Dunaway
 Printed Name of Owner
16495 Mallard Drive
 Mailing Address
Gulfport MS 39503
 City State Zip code
na 228-669-7289
 Home Phone Work/Cell Phone
ourdranch@gmail.com
 Email
Richard Dunaway
 Signature of Owner

Terrill Roddy
 Printed Name of Agent
123 Cherokee Trail
 Mailing Address
Delhi LA 71232
 City State Zip code
970-630-9722
 Home Phone Work/Cell Phone
treddy1965@gmail.com
 Email
Terrill Roddy
 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.

Cultivated Wellness Dispensary # 3

Submission Requirement F in reference to the Application for Planning Commission Approval

Transportation and Access: The access to the property is directly off of Hwy 49 all patients visiting the dispensary will have access to the entire parking area in front of the building. Entering from the North driveway and exiting from the South driveway. Employees will park at the rear of the building in dedicated spots as to ease congestion.

Water Supply: The water is supplied by the city and is already on inside the building. Metered through the water company, handled by the Lessor.

Waste disposal: The dispensary will not produce any waste except general trash that will be placed in a dumpster at the rear of the building, the waste Glassea Properties has a driveway dedicated to the dumpster, entering from the North driveway going around the rear of the building exiting the south driveway. This has been in place since the building was constructed.

Fire and Police Protection: There is a fire lane completely around the building for access from the fire department in an emergency which cannot be blocked for any reason, the burglar alarm inside the building in Unit 5 and 6 will be monitored as to report fire to the fire department and police department in the event of a break-in. The dispensary will also have in place 24/7 video monitoring for all access and exit areas, parking lot, sales floor, and safe areas according to the state requirements. The dispensary will also have a full-time armed security guard during business hours, the guard will arrive first and leave last, protecting patients and staff.

Other public facilities: There are other businesses in the same building that use the parking area also. Not sure if you were asking about the public restrooms in the building so I have provided the floor plan for the building showing how unit 5 and 6 will look after renovation.

Why the proposal will not cause undue traffic congestion or create a traffic hazard. At this time there are 7 parking spaces and two handicap spaces in front

of unit 5 and 6. Additional parking spaces in front of the other three businesses. We do not anticipate any traffic congestion are any traffic hazards. The owner said the parking lot will get re-stripped also. Date unknown when it will get done.

Why the proposal is in harmony with the orderly and appropriate development of the district in which the use is located: The dispensary is there to provide needed medication and services for the patients who has received a medical card from a qualified physician, meaning no one under the age of 21 may enter without a valid drivers license and Medical Card.

The dispensary will follow all requirements from the City of Gulfport and any ordinances that are applied to dispensaries, also the dispensary will follow all requirements from the senate bill 2095.

The dispensary personnel will be trained according to the SB 2095 requirements and act professional at all times while helping the patients.

Cultivated Wellness Dispensary # 3 will support the community with the upmost respect and concern, while providing needed medication to its patients.

Cultivated Wellness Dispensary #3 plans on employing an average between 6 to 8 employees, Manager, Assistant Manager, Armed Security Guard from local licensed and insured provider and 4 to 6 budtenders to assist patients.

We have met our neighbors in the building, and they are onboard with the dispensary moving in.

Owner and President: Terrell Roddy



3

A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 4; THENCE EAST 21.0', AS PER HARRY M. DRYAN SURVEY DATED OCTOBER 26, 1987, TO AN IRON ROD LYING ON THE EAST MARGIN OF THE ILLINOIS CENTRAL RAILROAD, BEING THE POINT OF BEGINNING; THENCE ALONG SAID EAST MARGIN, N 00 DEGREES 07' 18" E 200.00' TO AN IRON ROD; THENCE S 89 DEGREES 48' 49" E 239.54' TO AN IRON ROD LYING ON THE WEST MARGIN OF U.S. HIGHWAY 49; THENCE ALONG SAID WEST MARGIN, S 07 DEGREES 42' 00" E 201.64' TO AN IRON ROD; THENCE N 89 DEGREES 52' 20" W 266.98' TO THE POINT OF BEGINNING.

ALSO:

That easement for the installation and maintenance of drainage and utilities as described in warranty deed recorded book 1086 page 482 of the land records of the Chancery Clerk of Harrison County, Mississippi.

Glassea Properties, LLC
Richard Dunaway, Owner
16495 Mallard Drive
Gulfport, MS 39503
228-669-7289

September 26, 2022

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

TO WHOM IT MAY CONCERN:

By way of this document, please accept Terrell Roddy to act as my Agent regarding any proceedings with the City of Gulfport Planning Commission application for interior renovations at Dunaway Plaza, 12407 Highway 49 North, Gulfport, MS, Units 5 and 6.

Sincerely,

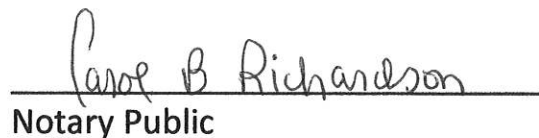

Richard Dunaway, Owner

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on the 26 day of September, 2022, within my jurisdiction, the within named Richard Dunaway who acknowledged that he executed the above and foregoing instrument.

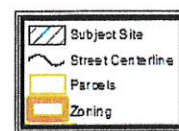
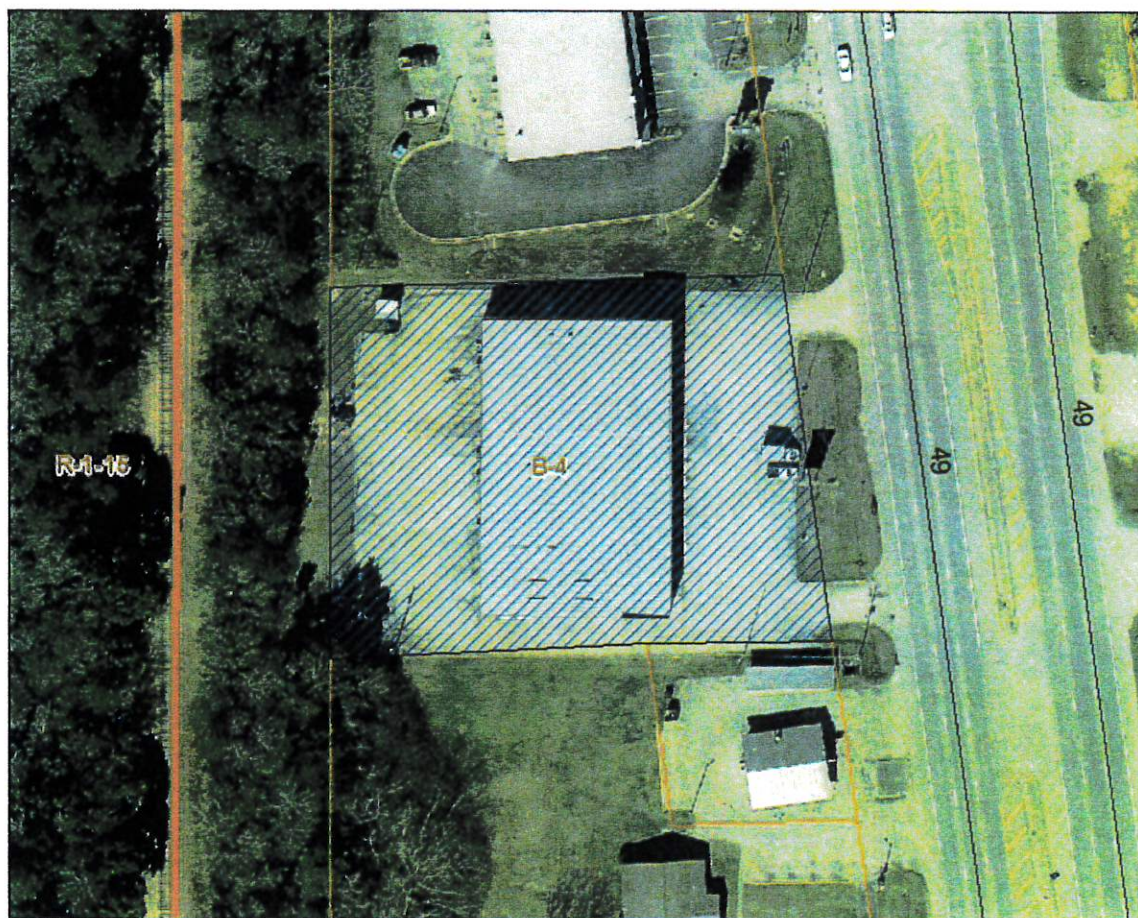


My Commission Expires: _____


Notary Public

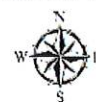
Zoning Determination Letter

Printed 6/30/2022



0 4.5 9 18 27
Yards

1 inch equals 75 feet



Site Information

0606D-04-004.000

Zoning: B-4 (Highway Business)

Flood: X

Size: 1.2 acres

Use: Proposed

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.

STATEMENT ON LOCAL PRIVILEGE LICENSES AND PERMITS

The City/County of GULFPORT/HARRISON either (1) will not issue a local dispensary privilege license or permit until after receiving confirmation that the applicant has received a State-issued medical cannabis dispensary license; or (2) will not begin accepting applications for local privilege licenses or permits until 9-14-22 (date).

Therefore, I am submitting this statement as affirmation that I will seek the applicable local dispensary license or permit either (1) immediately after I receive my State-issued medical cannabis dispensary license; or (2) once the city/county begins accepting applications on 9-14-22 (date), as applicable.

I understand and agree that I cannot operate as a Medical Cannabis Dispensary until I have received all applicable licenses. I also agree that my failure to seek a local license or permit within 7 days of the applicable time as stated above or the denial of the applicable license or permit application by the city/county each serve as a basis for revocation of the State License by the Mississippi Department of Revenue.

Jenell Roddy
SIGNATURE

TERRELL Roddy
NAME

Cultivated Wellness Dispensary No. 3
ON BEHALF OF

8-12-22
DATE

Signed Before me this 12th Day of August.
2022.

Diane M. Gregory
Notary Public #057200
State of Louisiana
My Commission is for Life

Diane M Gregory
Notary Public

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: DSPY010624

Location Name: Cultivated Wellness Dispensary NO.3

Location Address: 12407 HIGHWAY 49, GULFPORT, MS, 39503

Location County: HARRISON

Issue Date: 09/13/2022

EXPIRATION DATE: 09/13/2023




Chris Graham, Commissioner of Revenue



1853/6/1663091605249

 IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 06-03-2022

Employer Identification Number:
88-2632813

Form: SS-4

Number of this notice: CP 575 B

CULTIVATED WELLNESS DISPENSARY NO 3
LARRY G TUBBS MBR
201 DEPOT ST
DELHI, LA 71232

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-2632813. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065

03/15/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is CULT. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records.

CP 575 B (Rev. 7-2007)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 B

9999999999

Your Telephone Number	Best Time to Call	DATE OF THIS NOTICE: 06-03-2022
() -		EMPLOYER IDENTIFICATION NUMBER: 88-2632813
		FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
|||

CULTIVATED WELLNESS DISPENSARY NO 3
LARRY G TUBBS MBR
201 DEPOT ST
DELHI, LA 71232

Date of this notice: 06-03-2022

Employer Identification Number:
88-2632909

Form: SS-4

Number of this notice: CP 575 B

CULTIVATED WELLNESS DISPENSARY NO 4
LAWRENCE W PICKETT JR MBR
201 DEPOT ST
DELHI, LA 71232

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-2632909. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

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Based on the information received from you or your representative, you must file the following forms by the dates shown.

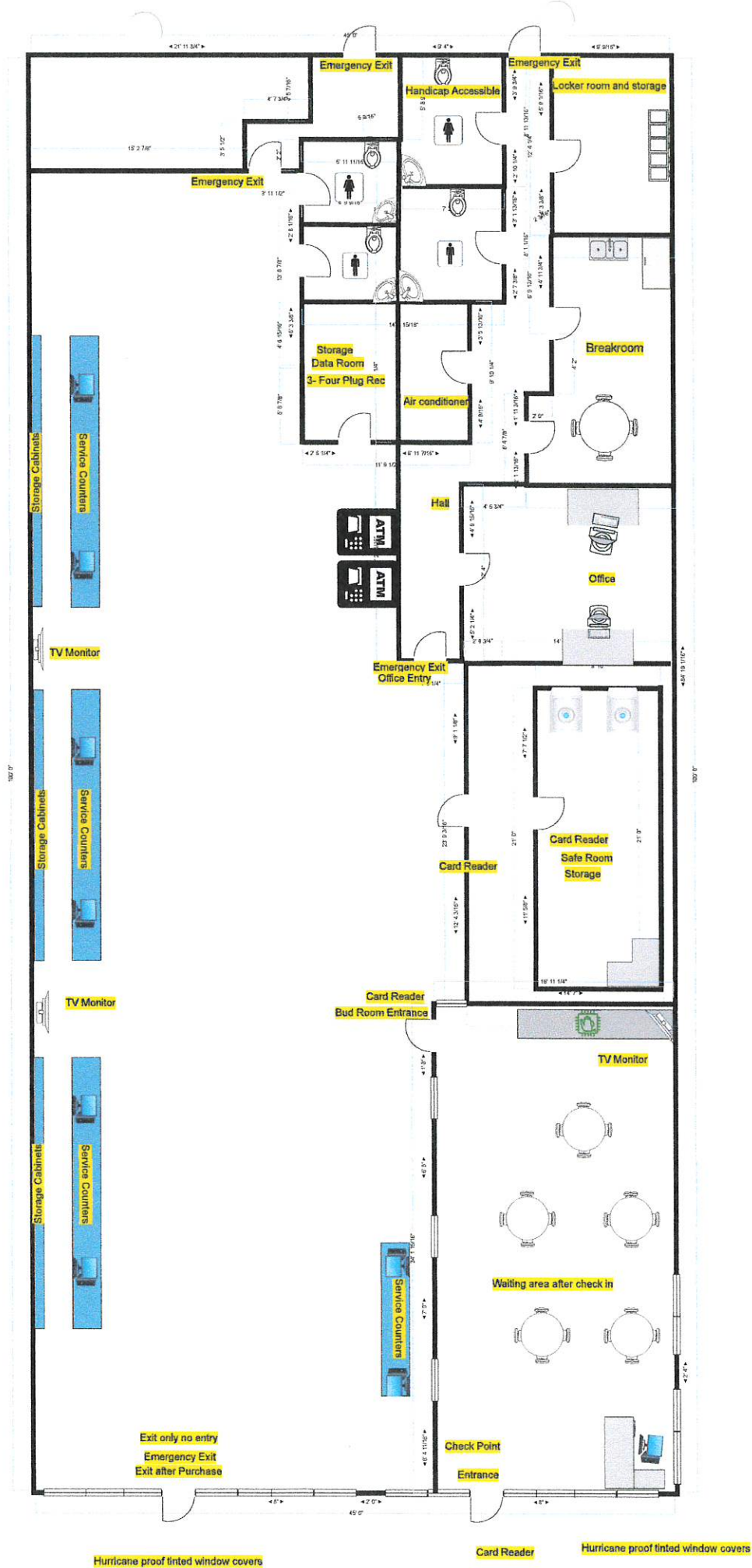
Form 1065

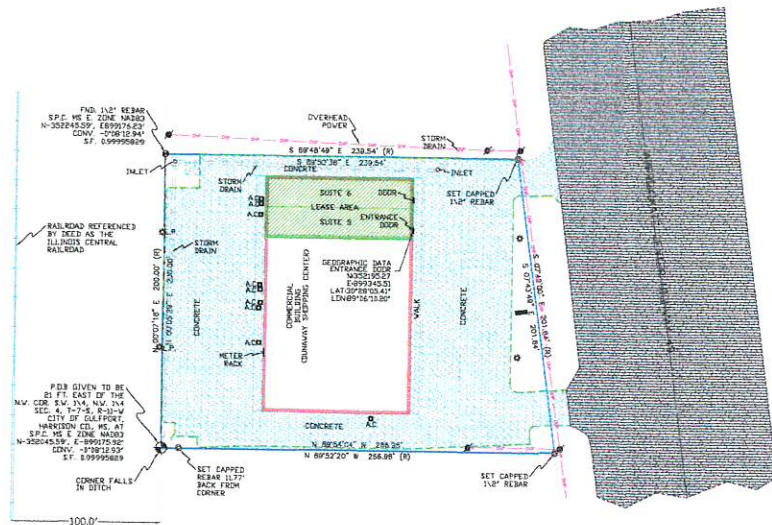
03/15/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

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NOTE: THIS PROPERTY HAS A LAND USE CLASSIFICATION OF CLASS A, AS DEFINED IN APPENDIX A AND THIS BOUNDARY SURVEY MEETS OR EXCEEDS THE MINIMUM QUALITY REQUIREMENTS FOR CONDITION A, AS DEFINED IN APPENDIX B OF THE "STANDARDS OF PRACTICE FOR SURVEYING" IN THE STATE OF MISSISSIPPI.

NOTE: THE PURPOSE OF THIS SURVEY IS TO IDENTIFY A PROPOSED MEDICAL CANNABIS DISPENSARY WITHIN THE CITY OF GULFPORT, MISSISSIPPI. THE PROPERTY SHOWN TO SCALE IS AN ACCURATE SURVEY OF THE PROPERTY LOCATED AT 12407 HIGHWAY 49 LOCATED IN THE 1ST JUDICIAL DISTRICT OF HARRISON COUNTY AND IS LOCATED WITHIN THE CITY LIMITS OF GULFPORT, MS. THE SITE IS ALSO SHOWN ON THE VICINITY MAP ALONG WITH THE 1000 FT. RADIUS FROM THE MAIN ENTRANCE AND THE 1500 FT. RADIUS FROM THE MAIN ENTRANCE.

PLAT OF SURVEY FOR:
CULTIVATED WELLNESS
DISPENSARY NO. 3
12407 HIGHWAY 49
GULFPORT, MS
1ST JUDICIAL DISTRICT HARRISON CO.
SCALE 1"=40' 05/24/2022
FILE: TERRELL RODDY/GULFPORT
A CLASS "A" SURVEY



1. IF NOT DESIGNATED BY (R) ALL BEARINGS SHOWN ARE GRID BEARINGS BASED ON STATE PLANE COORDINATES, MS EAST ZONE, NAD83
2. BEARINGS DESIGNATED (R) ARE RECORD BEARINGS FROM PLAT OR DEED
3. THIS SURVEY AND PLAT ARE COPYRIGHTED ©
4. NO HISTORIC TITLE SEARCH WAS DONE BY LANDMARK SURVEYING
5. ALL DISTANCES SHOWN ARE GROUND DISTANCES
6. THE GOC REALTIME NETWORK WAS USED TO DETERMINE POSITIONS AND VERIFIED BY OPUS SOLUTION
7. THIS PROPERTY IS LOCATED IN ZONE B4 ACCORDING TO THE CITY OF GULFPORT ZONING MAP.

SURVEY LEGAL DESCRIPTION:

A LEASE AREA BEING SUITES 5 AND 6 OF THE BUILDING LOCATED ON THE FOLLOWING DESCRIBED PROPERTY, BEGINNING AT A POINT ON THE East right of way of the Illinois Central Railroad that is referenced by deed as being 21 ft. east of the Northwest corner of the Southwest 1/4 of the Northwest Quarter of Section 4, Township 7 South, Range 11 West, also being the Southwest corner of the Northwest Quarter of Section 4, said point being located at State Plane Coordinate, MS East Zone, NAD83, North 352045.59 Ft., East 899176.23 Ft., Convergence -0°08'12.94", Scale Factor 0.99995829; thence run South 89 degrees 50 minutes 38 seconds East for a distance of 239.54 ft. to a capped 1/2 inch rebar (set) on the West right of way of U. S. Hwy. No. 49; thence run South 07 degrees 43 minutes 49 seconds East along said right of way for a distance of 201.64 ft. to a capped 1/2 inch rebar (set); thence leaving said right of way run North 89 degrees 54 minutes 04 seconds West across a capped 1/2 inch rebar at 255.21 ft. for a distance of 266.99 ft. to the point of beginning.

All lying and being in the Northwest Quarter of Section 4, Township 7 South, Range 11 West, City of Gulfport, 1st Judicial District of Harrison County, Mississippi and contains an area of 506201 square feet or 1.162 acres. Being the same property that is described in Instrument number 20120007399.

This property is Subject to an easement for drainage and utilities that is described in the warranty deed recorded book 1086 page 482.

Bearings in this legal description are Grid bearings determined by GPS.

SURVEYORS CERTIFICATE

On the basis of my knowledge, information and belief, I, Terrell Roddy, certify that as a result of a survey made on the ground to the normal standards of care of professional surveyors practicing in the State of Mississippi, I find that the survey depicted on this plat is a correct representation of the conditions as they exist this 24th day of June, 2022, and further being subject to the items listed in the general notes incorporated herein.

NOTE: THIS SURVEY, INFORMATION, AND CERTIFICATE IS LIMITED ONLY TO THE PARTY LISTED IN THE CERTIFICATION HEREON. NO OTHER PERSON, FIRM, OR CORPORATION MAY REPLY, USE, OR COPY IN WHOLE OR PART ANY OF THIS SURVEY INFORMATION, LEGAL DESCRIPTION, OR REPRESENTATIONS HEREIN AND ALL RIGHTS PERTAINING THEREIN ARE RESERVED BY THE FIRM OF LANDMARK SURVEYING.



LANDMARK SURVEYING ASSOCIATES
P.O. BOX 1538
SALT LAKE CITY, UT 84146 (801) 880-2478
TERRELL RODDY MS P.L.S. 2433





J. H. H. H. 1st Judicial District
Instrument 2012 7399 D - J1
Filed/Recorded 11/19/2012 09:45 A
Total Fees \$ 12.00
3 Pages Recorded

Page 1 of 2

Prepared by and return to:
Kaleel "Teal" Salloum, Jr.
Salloum Law Firm, PLLC
Post Office Box 1717
Gulfport, Mississippi 39502
Tel: (228) 863-6727

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

Indexing Instructions: Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 4, Township 7 South, Range 11 West, City of Gulfport, Harrison County, Mississippi

WARRANTY DEED

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

RICHARD DUNAWAY, GRANTOR
16495 MALLARD DRIVE
GULFPORT, MISSISSIPPI 39503
(228) 832-3654

does hereby sell, convey and warrant unto

GLASSEA PROPERTIES, LLC,
A MISSISSIPPI LIMITED LIABILITY COMPANY, GRANTEE
1712 28th STREET
GULFPORT, MISSISSIPPI 39501
(228) 832-3654

the following described land and property, lying and being situated in the First Judicial District of Harrison County, Mississippi, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCE

Together with all improvements situated thereon and all appurtenances thereunto belonging.

This conveyance is made subject to any prior reservation of oil, gas and other minerals and any restrictions or other matters of record.

The above described real property is not part of the homestead of the Grantor nor is it adjacent or contiguous thereto.

Taxes for the current year are assumed by the Grantee.

WITNESS MY SIGNATURE, this the 4th day of October, 2012.


RICHARD DUNAWAY, GRANTOR

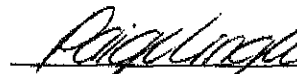
ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4th day of October, 2012, within my jurisdiction, the within named Richard Dunaway, who acknowledged that he executed and delivered the above and foregoing instrument.

[Seal]




NOTARY PUBLIC

TITLE NOT EXAMINED



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Glassea Properties LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1008531
Status:	Good Standing
Effective Date:	09/20/2012
State of Incorporation:	Mississippi
Principal Office Address:	1712 28th Street Gulfport, MS 39501

Registered Agent

Name
Dunaway, Richard 1712 28Th Street Gulfport, MS 39501

Officers & Directors

Name	Title
Richard Dunaway 1712 28th Street Gulfport, MS 39501	Manager

DATE: 09/27/22

TIME:

14:08:35

CUSTOMER#:

CLERK: tsjohnso

RECPT#: 11831732 PREV BAL: 75.00
TP/YR: P/2022 AMT PAID: 75.00
BILL: 11831732 ADJSTMNT: .00
EFF DT: 09/27/22 BAL DUE: .00
PERMITS/INSP PAYMENT: 2211PC199
-----TOTALS-----

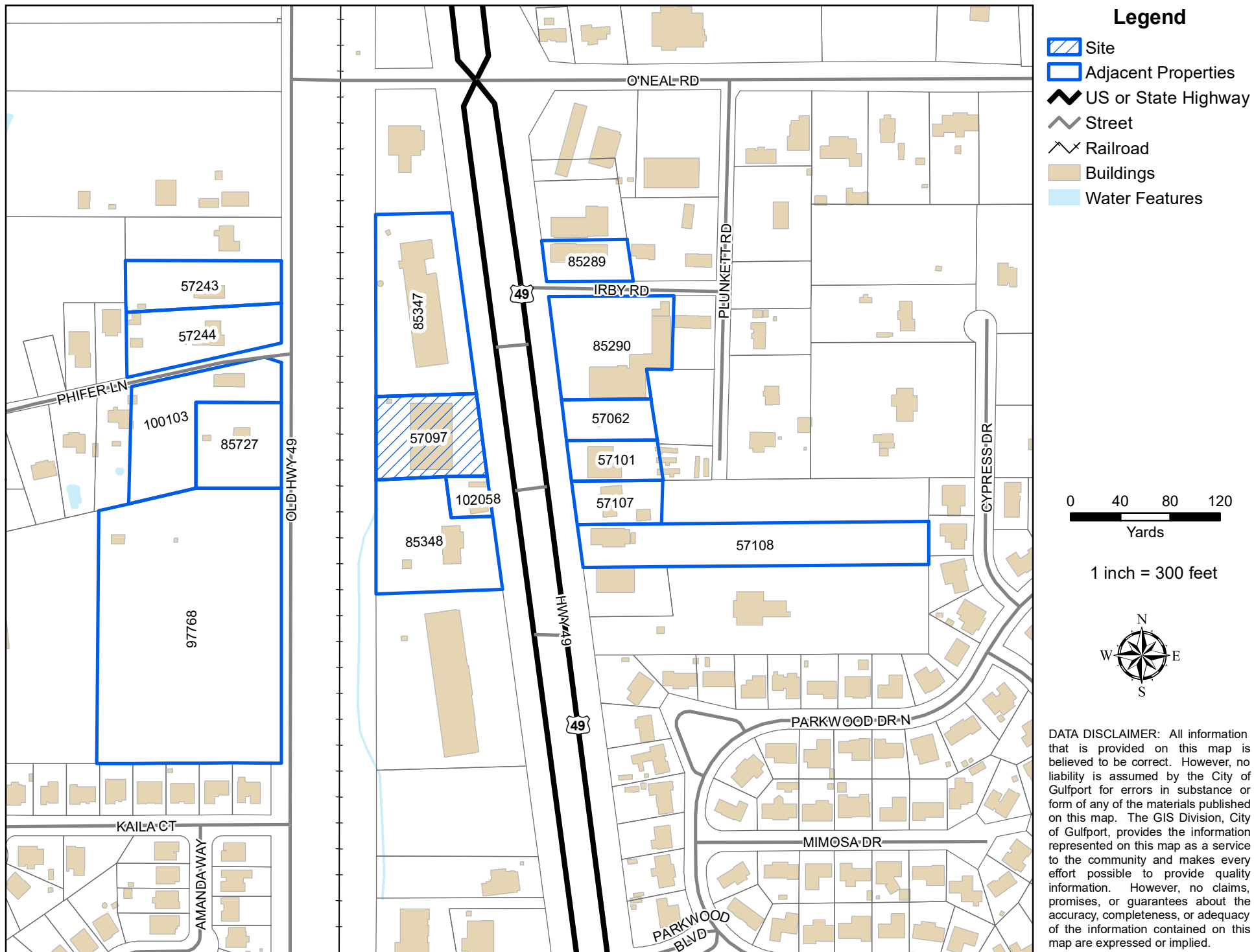
PRINCIPAL PAID: 75.00
INTEREST PAID: .00
ADJUSTMENTS: .00
DISC TAKEN: .00

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

PAID BY: CMM GROUP LLC
PAYMENT METH: CREDIT CARD
PAYMENT REF:
TOT BAL DUE NOW : .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	57097	0808D-04-004.000	GLASSEA PROPERTIES LLC	1712 28TH STREET	GULFPORT	MS	39501
			Adjacent Property Owners (2211PC199)				
	57101	0808D-02-022.000	12398 HWY 49 LLC	3432 BIENVILLE ST	NEW ORLEANS	LA	70119
	85289	0808D-02-015.000	BJ'S PACKAGE STORE INC	12452 HWY 49	GULFPORT	MS	39503
	57108	0808D-02-024.000	CORDER RICHARD B	12341 FOX FOREST DR	GULFPORT	MS	39503
	57107	0808D-02-023.000	ESTES CHRISTOPHER N	23 KEYSER LANE	GULFPORT	MS	39507
	85347	0808D-04-003.000	EXCELLENT VENTURE LLC C/O VILAI MARINO	P O BOX 1125	DAPHNE	AL	36526
	85727	0708A-01-011.000	GOFORTH LINDA & KIMBERLY GRAMMER	14661 S COUNTRY WOOD	GULFPORT	MS	39503
	57243	0708A-01-014.000	GORDON PAT	12445 OLD HWY 49	GULFPORT	MS	39503
	100103	0708A-01-011.001	HOWELL JEANINE P	12421 OLD HWY 49	GULFPORT	MS	39503
	97768	0708A-01-008.001	MCPHERSON JOHN N JR & BILLIE F	12361 OLD HWY 49	GULFPORT	MS	39503
	57062	0808D-02-019.000	ROUSE J B	12387 HWY 49	GULFPORT	MS	39503
	85348	0808D-04-005.000	ROUSE JOE B -TRUST-	12387 HWY 49	GULFPORT	MS	39503
	N 102058	0808D-04-005.001	ROUSE JOE B -TRUST-	12387 HWY 49	GULFPORT	MS	39503
	85290	0808D-02-017.000	SAFLEY PROPERTIES LLC	36 OLD OAK LN	GULFPORT	MS	39503
	57244	0708A-01-012.000	WORREL JASON & SARAH	16046 PHIFER LN	GULFPORT	MS	39503

Planning Commission Approval



RE: Planning Commission Approval 2211PC199, by agent Terrell Roddy, tax parcel 0808D-04-004.000, Requests to allow a medical cannabis dispensary use, 12407 HWY 49 N, Zoned B-4 (Highway business), Ward 7

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, November 17, 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, November 17, 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:
IPL0096113

Order Status:
Submitted

Classification:
Legals & Public Notices

Package:
BLX - Legal Ads

Final Cost:
81.72

Payment Type:
Account Billed

User ID:
IPL0024925

ACCOUNT INFORMATION

GULFPORT URBAN DEVELOPMENT IP
PO BOX 1780
GULFPORT, MS 39502
228-868-5705
AccountsPayable@gulfport-ms.gov
GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT

Date
October 27, 2022 11:41:15 AM EDT

Amount:
81.72

SCHEDULE FOR AD NUMBER IPL00961130

November 2, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00961130**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, November 17, 2022 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2211PC194, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests for outdoor entertainment venue, 942 1/2 Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

Zoning Map Amendment 2211PC195, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 942 1/2 Beach Blvd, Ward 2

Planning Commission Approval 2211PC196, by owner Jermille Johnson, tax parcel 0810B-03-099.000, Requests mobile home use, W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

Zoning Map Amendment 2211PC198, by agent Jorge Vargas, tax parcel 1007M-01-038.000, Requests to rezone from R-B (Residence-business) to R-E (Residence estate), 13062 Sheldon St, Zoned R-B (Residence-business), Ward 6

Planning Commission Approval 2211PC199, by agent Terrell Roddy, tax parcel 0808D-04-004.000, Requests to allow a medical dispensary use, 12407 HWY 49 N, Zoned B-4 (Highway business), Ward 7

Special Exception 2211SE200, by agent Adeeb Botros, tax parcel 0810C-03-059.000, Requests liquor store use, 8304 HWY 49 B, Zoned B-4 (Highway business), Ward 3

Planning Commission Approval 2211PC201, by owners Barry & Theresa Weyland, tax parcel 1010E-03-007.015, Request home occupation for real estate office, 927 Old Towne St, Zoned T3 (Sub-Urban Zone), Ward 4

Zoning Map Amendment 2211PC202, by agent Joyce Unsworth, tax parcel 0710O-02-102.002, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4809 29th St, Zoned B-1 (Neighborhood business), Ward 1

Planning Commission Approval 2211PC203, by agent Doug Hanson, tax parcel 0811G-03-033.000, Request home occupation for mobile windshield repair business, 1632 2nd St, Zoned T4L (General Urban Zone "Limited"), Ward 2

Appeals 2211PC204, by owners 3112 Pass Rd LLC & Ronald Fremin II, tax parcel 0811D-04-009.000, Requests metal exterior on facility, 3112 Pass Road, Zoned I-1 (Light Industry), Ward 1

Planning Commission Approval 2211PC205, by owners Yolanda & Marcus Stubbs, tax parcel 0908J-01-036.000, Requests home occupation for mobile notary use, 20 Joanna Lane, R-1-10 (Single-family) Ward 6

Zoning Map Amendment 2211PC206, by owners Incia Hernandez & Wilson Martinez, tax parcel 0910N-01-018.001, Request to rezone from B-2 (General Business) to R-B (Residence Business), 3205 F Ave, Zoned B-2 (General Business), Ward 4

Zoning Map Amendment 2211PC207, by agent J. William Williams, tax parcels 0708P-01-004.007 & 0708P-01-006.000, Requests to rezone from R-1-15 (Single-family) to B-2 (General business), 11261 Old Highway 49, Zoned R-1-15 (Single-family), Ward 7

Resubdivision 2211PC208, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2211PC209, by agent Robert Reimann, tax parcel 0809B-03-017.000, Requests to rezone from I-2 (Heavy Industry) to R-3 (General residence), River Ten Rd & Klein Rd, Zoned I-2 (Heavy Industry), Ward 7

Planning Commission Approval 2211PC210, by agent Addison Bell,

Planning Commission Approval 2210PC190, by agent Addison Reimann, tax parcel 0809K-02-002.001, Request approval to allow a medical dispensary use, Creosote Rd, B-4 (Highway business), Ward 3

Final Plat 2211PC211, by agent Robert Reimann, tax parcels 0808O-02-016.000, 0808O-02-019.000, 0808O-02-015.000, Approval of Final Plat for 63-lot subdivision (Southern Breeze Subdivision) with 3 outparcels, Dedeaux Rd & Tanner Rd, Zoned R-1-5 (Single-family) & B-2 (General business), Ward 5

Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive sales of less than 50 vehicles & automotive laundry use, 2601 15th Ave, Zoned B-2 (General business), Ward 3

This the 26th day of October, 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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

MEMORANDUM

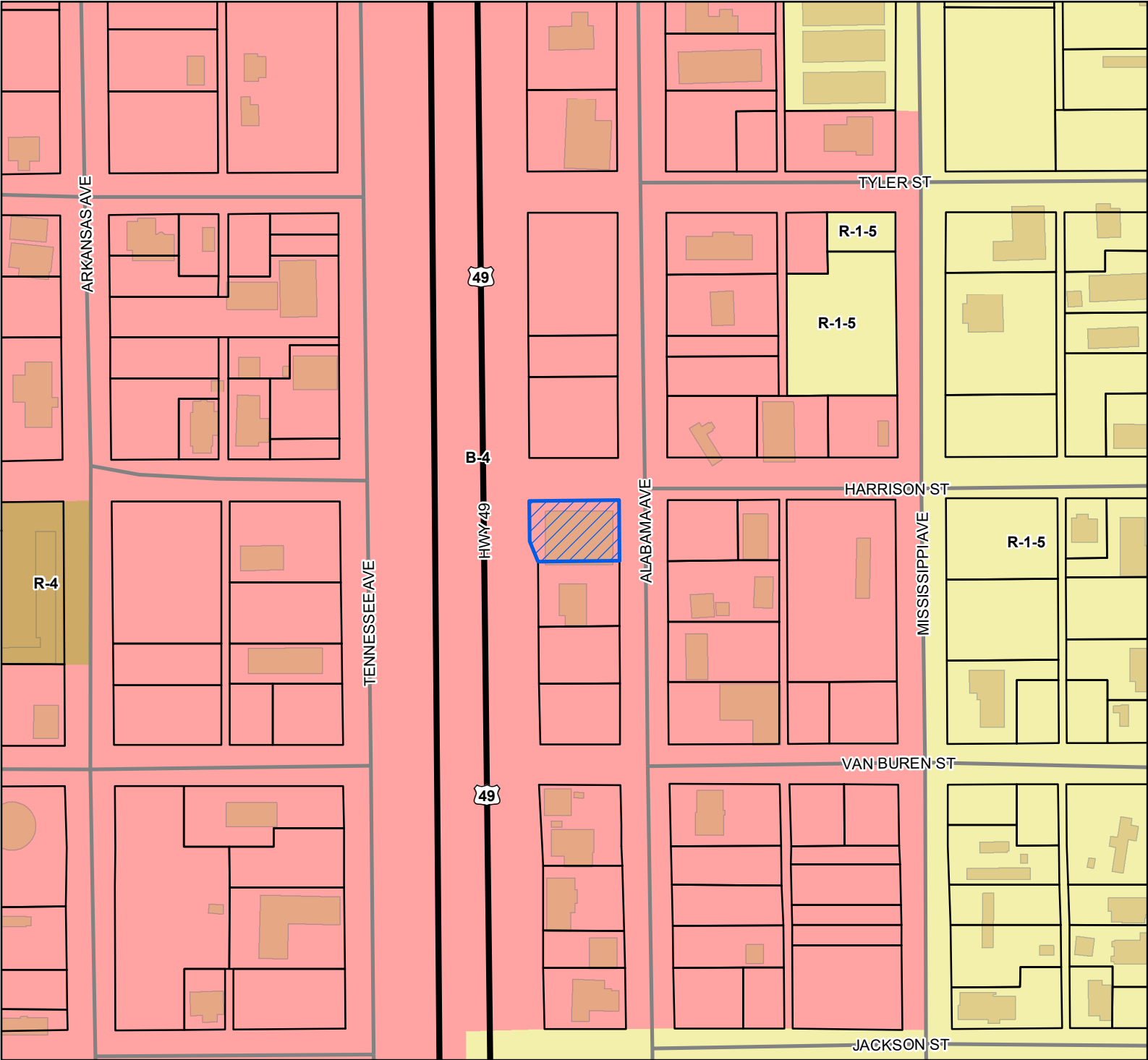
To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: November 17, 2022

Re: Special Exception 2211SE200
Withdrawn by Administration

Special Exception 2211SE200, by agent Adeeb Botros, tax parcel 0810C-03-059.000, Requests liquor store use, 8304 HWY 49 B, Zoned B-4 (Highway business), Ward 3



Site

US or State Highway

Street

Parcels

Buildings

Zoning

B-4 - Highway Business District

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

R-4 - General Residence (High Density)

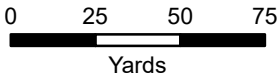
Site Information

0810C-03-059.000

Zoning: B-4 (Highway business)

Size: 8,048 sqft

Flood: X



1 inch = 170 feet



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

\$75.00



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

For Staff Use Only

Case File #: 2211 SE 200
Date Received: 9/28/2023
Receipt #: _____

APPLICATION FOR SPECIAL EXCEPTION

Property Information

TAX PARCEL # 08100-03-059.000

Received By: _____
Zoning: B-4
Ward: 3 Flood: X
Size: 8,048 sq ft.

(If necessary, use separate sheet of paper)

Address of Property Involved: 8304 Blumy 49 Gulfport ms 39501

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

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

Liquor store

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

MAGDY Botros
Printed Name Of Owner
15468 Parkwood Dr N
Mailing Address
GULFPORT MS 39503
City State Zip code
228-539-5258
Home Phone Work/Cell Phone
Email
Magdy Botros
Signature Of Owner

AGENT

Adceb Botros
Printed Name Of Agent
15468 Parkwood Dr N
Mailing Address
Gulfport ms 39503
City State Zip code
228 547 6013
Home Phone Work/Cell Phone
Email
bebosb10@yahoo-com
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.

- ⑥
- ① Site provides access to a rich array
 - ② I ~~do~~ always have everything I need
 - ③ I do NOT need any more than everyone else
 - ④ I provide an energy saving from a public utility
 - ⑤ I do provide all ~~the~~ that is needed for business

- (F-1)
- ① I already have everything set up
 - ② I site already offas of site parking
 - ③ N/A
 - ④ I ~~ex~~ already have every thing on site
 - ⑤ the site is surrounded by zoning
 - ⑥ the existing sign dose not mess with traffic when on
 - ⑦ the same as other's
 - ⑧ N/A
 - ⑧ it is the same is othe busines around
 - ⑨ the site if approved would be throo the spectra



Designation of Agent

I, MAGDY Botros, being owner of the property 8304 B Hwy 49 Gulfport MS
PRINT NAME PRIMARY ADDRESS OR PARCEL
which is the subject of this application hereby authorize Adeeb Botros to act as my
PRINT NAME
representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning
Commission, and/or City Council, and/or permitting and licensing, as required by the City.

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

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

MAGDY Botros

Signature

9-28-2022

Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

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

Leslie Ervin

Notary Public



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

Return To:
Schwartz, Orgler & Jordan, PLLC
12206 Highway 49
Gulfport, MS 39503

Grantor: **Magdy Adieb Botros**
15468 Parkwood Drive N
Gulfport, MS 39503
228-863-1112

Grantee: **Adeeb Magdy Botros**
15466 Parkwood Drive N
Gulfport, MS 39503
228-547-6013

STATE OF MISSISSIPPI
COUNTY OF HARRISON

DURABLE POWER OF ATTORNEY

I, **MAGDY ADIEB BOTROS**, a legal resident of Harrison County, Mississippi, revoke all prior Durable Powers of Attorney executed by me and do hereby appoint **Adeeb Magdy Botros**, to be my lawful attorney-in-fact. **Adeeb Magdy Botros**, as my attorney-in-fact, shall have the full responsibility, power and authority, acting in concert, to deposit or withdraw funds from any bank accounts in my name, to fully execute contracts, deeds and deeds of trust for the sale of real estate, and power and authority to perform every financial, business or other transactions involving my person or estate as fully and effectually to all intends and purposes as I might or could do in my own proper person.

This power of attorney shall not be affected by subsequent disability or incapacity of the principal, or lapse of time.

The responsibility, power and authority granted to my attorney-in-fact cannot be delegated to another person.

The responsibility, power and authority of my attorney-in-fact shall commence on the 24 day of March, 2022.

The responsibility, power and authority of the attorney-in-fact shall remain in full force and effect until revoked by written notice, which shall be recorded in the Office of the Chancery Clerk of Harrison County, Mississippi.

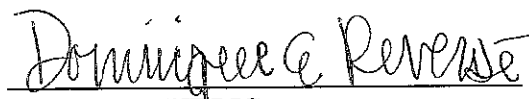
Having read and comprehended this document, I affix my signature on this 24 day of March, 2022.


MAGDY ADIEB BOTROS

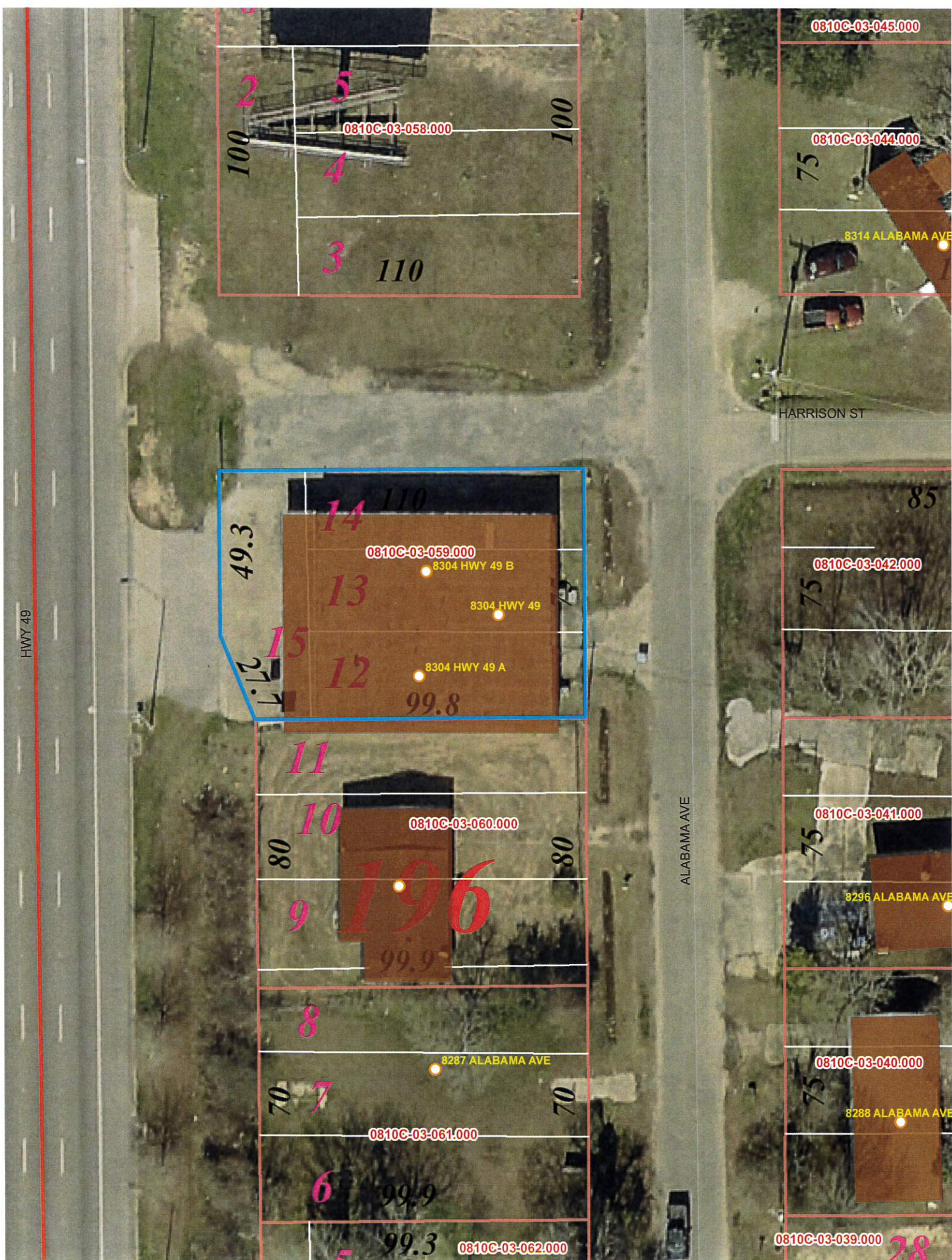
STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named **MAGDY ADIEB BOTROS**, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of office this 24 day of March, 2022.


NOTARY PUBLIC





STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT



1st Judicial District
Instrument 2005 20423 D -J1
Filed/Recorded 11 15 2005 11 35 A
Total Fees 16.00
2 Pages Recorded

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, I, **MAGDY ANISE**, ("Grantor"), does hereby sell, convey and warrant unto **MAGDY BOTROS**, ("Grantee"), the following described real property situated and being located in the First Judicial District of Harrison County, Mississippi as follows, to-wit:

Lots Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16), LESS that part of Lot Sixteen (16) conveyed to the State Highway Commission in Warranty Deed recorded in Deed Book 426 at Page 412, all in Block One Hundred Ninety-six (196), NORTH GULFPORT, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 2 at Page 1 (Copy Book 1-A at Page 47), reference to which is hereby made in aid of and as a part of this description.

LESS AND EXCEPT that part of Lot Fifteen (15) conveyed to Mississippi Transportation Commission in Warranty Deed recorded in Deed Book 1371 at Page 92 described as follows:

Being at the point of intersection of the present Easterly right-of-way line of U.S. Highway No. 49 with the Southerly line of grantors property as shown on the plats for State Project No. 94-0008-01-069-10; from said point of beginning run thence Northwesterly along the present Easterly right-of-way line of said highway, a distance of 7.816 meters (25.643 feet) to the Northerly line of grantors property; thence run South 22° 18' East along said Northerly property line, a distance of 8.447 meters (27.713 feet) to the Southerly line of grantors property; thence run due West along said Southerly property line and the Southerly line of Lot 15, Block 196, North Gulfport Addition, a distance of 3.094 meters (10.151 feet) to the point of beginning and containing 0.001 hectares (0.003 acres), more or less.

All of the above being situated in and a part of Lot 15, Block 196, North Gulfport Addition, as recorded in Plat Book 2, Page 1 (Copy Book 1-A, Page 47), Chancery Clerk's office of the First Judicial District of Harrison County, Mississippi.

This conveyance is subject to any and all restrictive covenants and conditions, easements, rights-of-way, and prior reservations of oil, gas and other minerals of record pertaining to the above subject property.

The subject property is no part of Grantor's homestead.

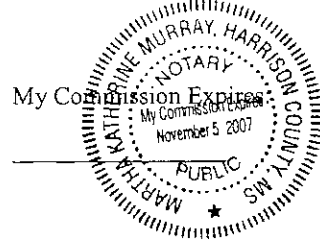
Taxes for the year 2005 have been prorated and are assumed by the Grantee.

WITNESS MY SIGNATURE this the 10th day of November, 2005.

A handwritten signature in black ink, appearing to read "Magdy Anise", is written over a horizontal line.
MAGDY ANISE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 10th of November, 2005, within my jurisdiction, the within named Magdy Anise, who acknowledged that he executed the above and foregoing Warranty Deed.



Martha Katherine Murray
NOTARY PUBLIC

Grantor's Address:

Magdy Anise
100 Catawpa Place
Gulfport, MS 39503
(228) 832-0385

Grantee's Address:

Magdy Botros
15468 Parkwood Drive N.
Gulfport, MS 39503
(228) 343-2497

Instrument Prepared By
and Return To:

Balch & Bingham LLP
P.O. Box 130
Gulfport, Mississippi 39502
Phone: (228) 864-9900

MISCELLANEOUS PAYMENT RECPT#: 11832871
CITY OF GULFPORT

GULFPORT, MS 39501

DATE: 09/28/22 TIME: 14:59:37
CLERK: jseferovi DEPT:
CUSTOMER#:

COMMENT:

CHG: PZD PLANNING AND ZO 75.00

AMOUNT PAID: 75.00

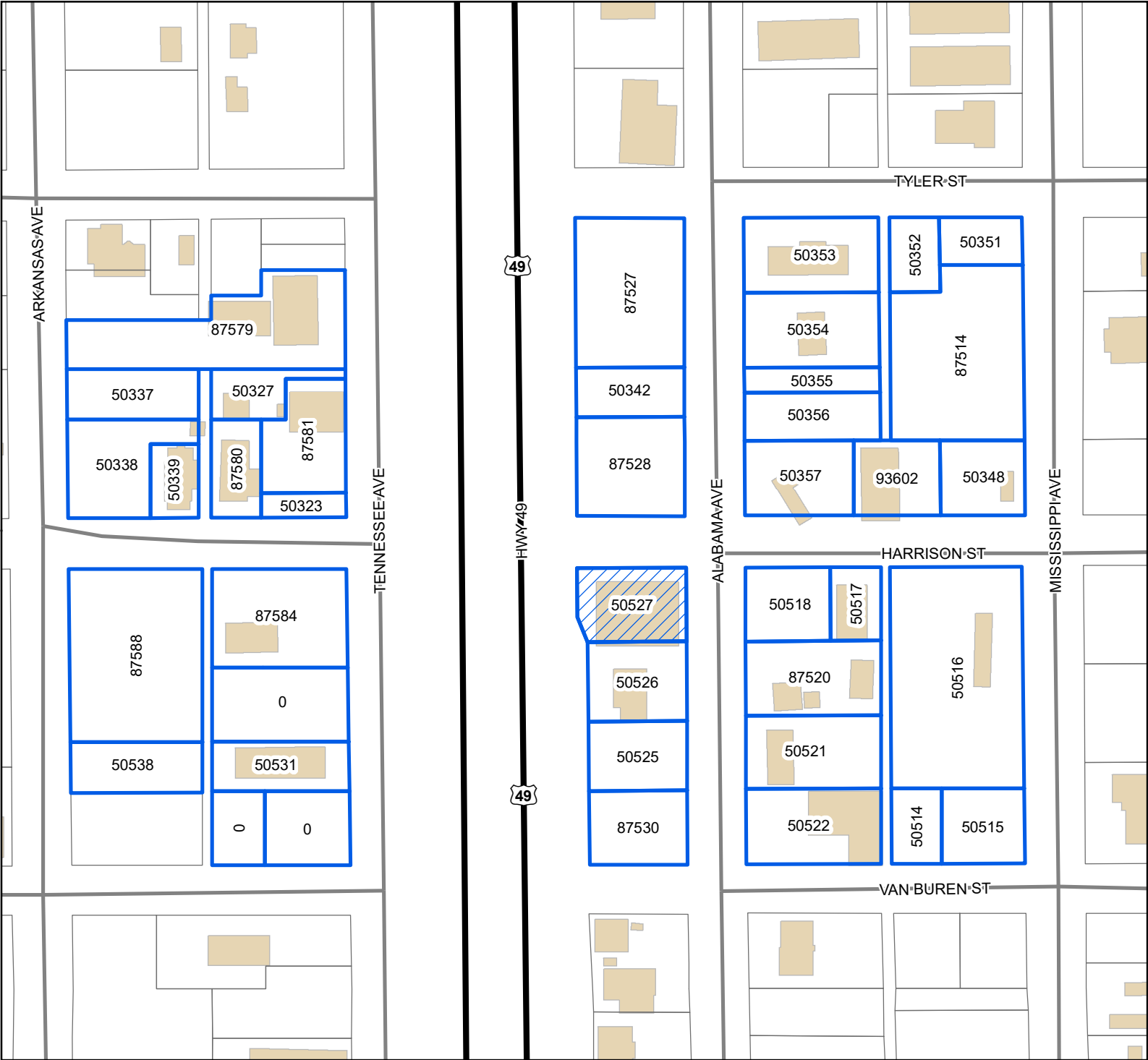
PAID BY: ADREB BOTROS
PAYMENT METH: CASH

REFERENCE:

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

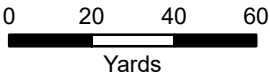
Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	50526	0810C-03-060.000	BOTROS MAGDY (OWNER)	15468 PARKWOOD DR N	GULFPORT	MS	39503
	50527	0810C-03-059.000	BOTROS MAGDY ETAL (OWNER)	15468 PARKWOOD DR N	GULFPORT	MS	39503
			ADEEB BOTROS (AGENT)	15466 PARKWOOD DR N	GULFPORT	MS	39503
N			Adjacent Property Owners (2211SE200)				
	87528	0810C-03-058.000	ANISE MAGDY & SOHEIR	31346 GOLDEN GATE DR 8292	WESLEY CHAPEL	FL	33545
	50339	0810C-06-022.000	BRODY DANIEL	98 MARCIE DR	LONG BEACH	MS	39560
	87580	0810C-06-008.000	CRAWFORD BETTY ETAL	2506 HARRISON ST	GULFPORT	MS	39501
N	50327	0810C-06-007.000	CRAWFORD BETTY ETAL	2506 HARRISON ST	GULFPORT	MS	39501
	87584	0810C-06-011.000	CUFFEE LUEVELLE BERNITA	23011 ENCHANTED AVE	PASS CHRISTIAN	MS	39571
	50538	0810C-06-020.000	DALEY ROBERT M	P O BOX 4273	GULFPORT	MS	39502
	50338	0810C-06-023.000	DURR MOLLIE J -EST-	4606 GOLDFISH DR	GULFPORT	MS	39501
	93602	0810C-03-032.001	EMANUEL BAPTIST CHURCH OF GPT	1208 MILLS AVE	GULFPORT	MS	39501
	87514	0810C-03-031.000	FREEMAN KERRY & OLLIE D	103 REED AVE	LONG BEACH	MS	39560
N	50351	0810C-03-030.000	FREEMAN KERRY & OLLIE D	103 REED AVE	LONG BEACH	MS	39560
	87579	0810C-06-006.000	FRISBY CLIFFORD CARL	2205 JOHN HILL BLVD	GULFPORT	MS	39501
	50356	0810C-03-045.000	HOLMES BERYL T -ESTATE-	198 HOLLY CIR	GULFPORT	MS	39501
N	50352	0810C-03-029.000	JEFFERSON WILLIE	8340 ALABAMA AVE	GULFPORT	MS	39501
	50355	0810C-03-046.000	JEFFERSON WILLIE & ROSAN BELINDA	8340 ALABAMA AVE	GULFPORT	MS	39501
	50353	0810C-03-047.001	JEFFERSON WILLIE L	8340 ALABAMA AVE	GULFPORT	MS	39501
	87520	0810C-03-041.000	LEE PERRY & AUDRY	11101 GRACE RD	PASS CHRISTIAN	MS	39571
	50521	0810C-03-040.000	LEE PERRY J & AUDREY F	8288 ALABAMA AVE	GULFPORT	MS	39503
	87581	0810C-06-009.000	LEWIS MUNA	12560 BEAU FOREST DR	GULFPORT	MS	39503
	50357	0810C-03-044.000	MAGEE WILLIE JR	8314 ALABAMA AVE	GULFPORT	MS	39501
	50516	0810C-03-033.000	MILES WILTHER MARIE EASTERLING	8297 MISSISSIPPI AVE	GULFPORT	MS	39501
	50518	0810C-03-042.000	MILLER SYLVESTER & ELESSIE	6236 W MISSISSIPPI	PORTLAND	OR	97217
	50514	0810C-03-034.000	MT OLIVE MASONIC LODGE #83	8280 ALABAMA AVE	GULFPORT	MS	39501
	87530	0810C-03-062.000	NECESSITY SERVICE CO INC	8239 GROVEVIEW	FERNDAL	MI	48220
	50348	0810C-03-032.000	NICHOLS KIM	1003 TIGRIS LANE	HOUSTON	TX	77090
	50517	0810C-03-043.000	PARISH DOROTHY M	15173 HARRISON ST	GULFPORT	MS	39501
	50531	0810C-06-015.000	SHIELDS EDGAR W & AUGUSTINE A	4308 LIME ST	METAIRIE	LA	70006
	50515	0810C-03-035.000	SMITH CHERYL & PETTIS FRANCINE	12404 BRIARWOOD DR E	GULFPORT	MS	39503
	50337	0810C-06-024.000	SMITH MARSHALL & HELEN	4606 GOLDFINCH DR	GULFPORT	MS	39501
	50354	0810C-03-047.000	TIMS YVONNE JEFFERSON ETAL	8336 ALABAMA AVE	GULFPORT	MS	39501
	50525	0810C-03-061.000	TRIP LLC	20 MOCKINGBIRD LANE	GULFPORT	MS	39507
	50323	0810C-06-010.000	W T A INC	P O BOX 206	BILOXI	MS	39533
	87588	0810C-06-021.000	WILLIAMS BRIAN R & ELEANOR M	P O BOX 4273	GULFPORT	MS	39502

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	87527	0810C-03-056.000	ZHU JIAFENG	1005 W HUEY ST	GONZALES	LA	93926
N	50342	0810C-03-057.000	ZHU JIAFENG	1005 W HUEY ST	GONZALES	LA	93926



Legend

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



1 inch = 140 feet



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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:
IPL0096113
External Order #:
340357
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
BLX - Legal Ads
Final Cost:
85.20
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
October 27, 2022 11:41:15 AM EDT
Amount:
81.72
Date
October 31, 2022 2:13:43 PM EDT
Amount:
3.48

SCHEDULE FOR AD NUMBER IPL00961130

November 2, 2022

PREVIEW FOR AD NUMBER IPL00961130**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, November 17, 2022 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2211PC194, by owner Daniel Conwill IV, tax parcel 1011D-03-006.000, Requests for outdoor entertainment venue, 942 1/2 Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

Zoning Map Amendment 2211PC195, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 942 1/2 Beach Blvd, Ward 2

Planning Commission Approval 2211PC196, by owner Jermille Johnson, tax parcel 0810B-03-099.000, Requests mobile home use, W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

Zoning Map Amendment 2211PC198, by agent Jorge Vargas, tax parcel 1007M-01-038.000, Requests to rezone from R-B (Residence-business) to R-E (Residence estate), 13062 Sheldon St, Zoned R-B (Residence-business), Ward 6

Planning Commission Approval 2211PC199, by agent Terrell Roddy, tax parcel 0808D-04-004.000, Requests to allow a medical cannabis dispensary use, 12407 HWY 49 N, Zoned B-4 (Highway business), Ward 7

Special Exception 2211SE200, by agent Adeeb Botros, tax parcel 0810C-03-059.000, Requests liquor store use, 8304 HWY 49 B, Zoned B-4 (Highway business), Ward 3

Planning Commission Approval 2211PC201, by owners Barry & Theresa Weyland, tax parcel 1010E-03-007.015, Request home occupation for real estate office, 927 Old Towne St, Zoned T3 (Sub-Urban Zone), Ward 4

Zoning Map Amendment 2211PC202, by agent Joyce Unsworth, tax parcel 0710C-02-102.002, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4809 29th St, Zoned B-1 (Neighborhood business), Ward 1

Planning Commission Approval 2211PC203, by agent Doug Hanson, tax parcel 0811G-03-033.000, Request home occupation for mobile windshield repair business, 1632 2nd St, Zoned T4L (General Urban Zone "Limited"), Ward 2

Appeals 2211PC204, by owners 3112 Pass Rd LLC & Ronald Fremin II, tax parcel 0811D-04-009.000, Requests metal exterior on facility, 3112 Pass Road, Zoned I-1 (Light Industry), Ward 1

Planning Commission Approval 2211PC205, by owners Yolanda & Marcus Stubbs, tax parcel 0903J-01-036.000, Requests home occupation for mobile notary use, 20 Joanna Lane, R-1-10 (Single-family) Ward 6

Zoning Map Amendment 2211PC206, by owners Incia Hernandez & Wilson Martinez, tax parcel 0910N-01-018.001, Request to rezone from B-2 (General Business) to R-B (Residence Business), 3205 F Ave, Zoned

Zoning Map Amendment 2211PC207, by agent J. William Williams, tax parcels 0708P-01-004.007 & 0708P-01-006.000, Requests to rezone from R-1-15 (Single-family) to B-2 (General business), 11261 Old Highway 49, Zoned R-1-15 (Single-family), Ward 7

Resubdivision 2211PC208, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2211PC209, by agent Robert Reimann, tax parcel 0809B-03-017.000, Requests to rezone from I-2 (Heavy Industry) to R-3 (General residence), River Ten Rd & Klein Rd, Zoned I-2 (Heavy Industry), Ward 7

Planning Commission Approval 2211PC210, by agent Addison Reimann, tax parcel 0809K-02-002.001, Request approval to allow a medical cannabis dispensary use, Creosote Rd, B-4 (Highway business), Ward 3

Final Plat 2211PC211, by agent Robert Reimann, tax parcels 0808O-02-016.000, 0808O-02-019.000, 0808O-02-015.000, Approval of Final Plat for 63-4th subdivision (Southern Breeze Subdivision) with 3 outparcels, Dedoux Rd & Tanner Rd, Zoned R-1-5 (Single-family) & B-2 (General business), Ward 5

Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive sales of less than 50 vehicles & automotive laundry use, 2601 15th Ave, Zoned B-2 (General business), Ward 3

Planning Commission Approval 2210PC178, by agent John Dixon, tax parcel 0608L-02-017.000, Request approval to allow a medical cannabis dispensary use, 11370 HWY 49 Suite G, Zoned B-4 (Highway business), Ward 7

This the 26th day of October, 2022

Keith Williams, Chairman
City of Gulfport Planning Commission

IPL0096113
Nov 2 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: November 17, 2022

Re: Planning Commission Approval 2211PC201:

Planning Commission Approval 2211PC201, by owners Barry & Theresa Weyland, tax parcel 1010E-03-007.015, Request home occupation for real estate office, 927 Old Towne St, Zoned T3 (Sub-Urban Zone), Ward 4

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2211PC201

Hearing Date: November 17, 2022

Current Zoning/Use: T3 / Sub-Urban Zone

Legal: Planning Commission Approval 2211PC201, by owners Barry & Theresa Weyland, tax parcel 1010E-03-007.015, Request home occupation for real estate office, 927 Old Towne St, Zoned T3 (Sub-Urban Zone), Ward 4

TECHNICAL DETAILS

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

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

EXECUTIVE SUMMARY

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

Any approval should consider these conditions:

1. Condition of approval is no customers in home.
2. Must comply with all planning and zoning rules and regulations.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 11/04/2022.

Public Works: No conditions. Memo dated 11/04/2022.

Traffic and Safety: No conditions. Memo dated 10/31/2022.

Technical Report
PLANNING COMMISSION APPROVAL

Building Code Services: Condition of approval is no customers in home.. Memo dated 11/07/2022.

GIS: No comment. Memo dated 11/07/2022.

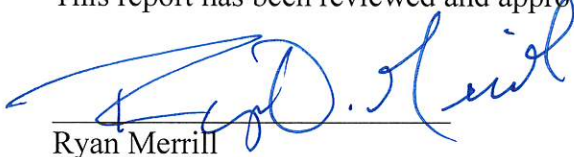
Police Department: No comment. Memo dated 11/07/2022.

Fire Department: No conditions. Memo dated 10/31/2022.

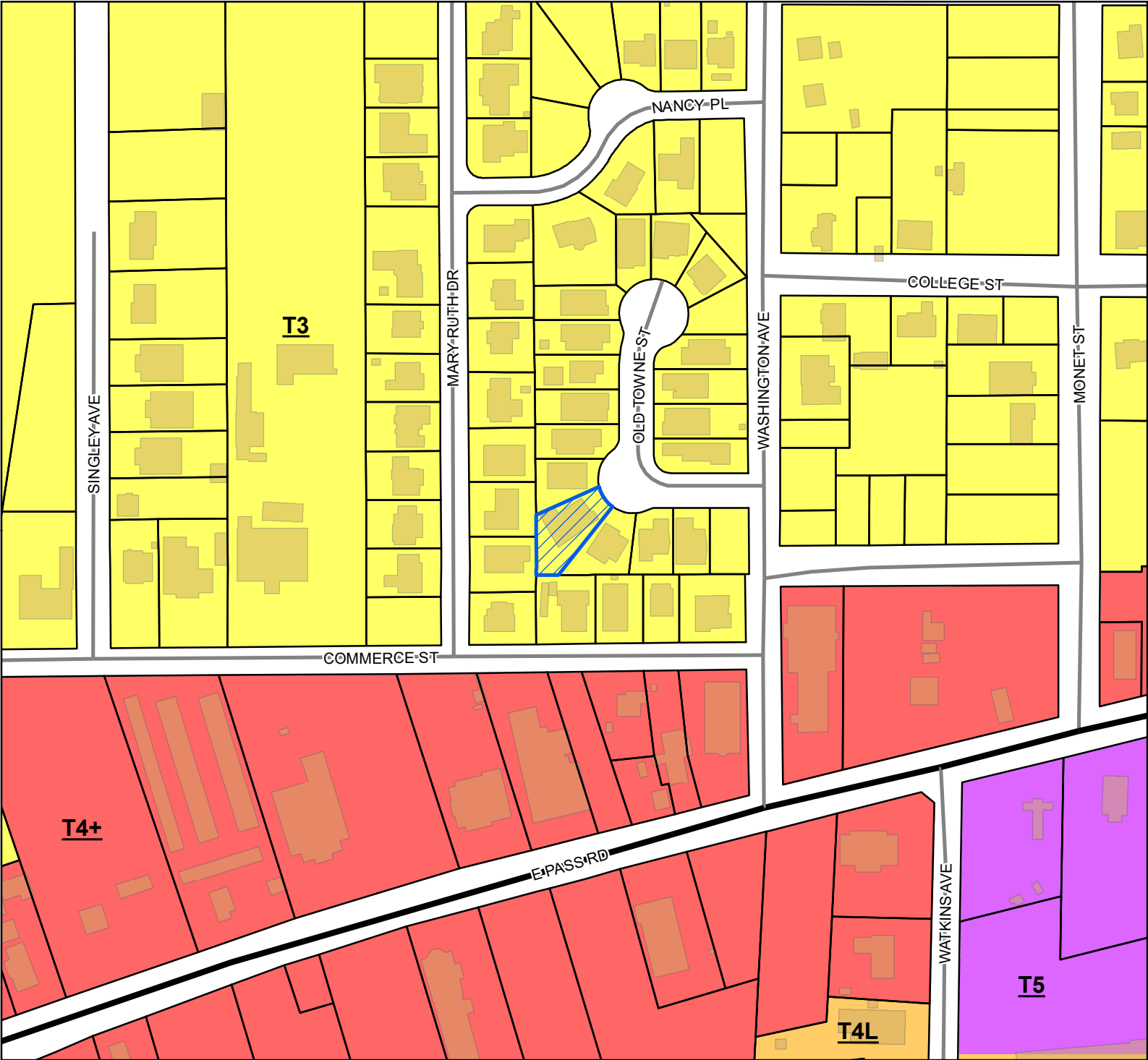
City Arborist: No conditions. Memo dated 10/31/2022.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Ryan Merrill
Director of Urban Development Department



 Site

 US or State Highway

 Street

 Parcels

 Buildings

Smart Code

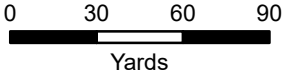
 T5

 T4+

 T4L

 T3

Site Information
1010E-03-007.015
Zoning: T3 (Sub-urban Zone)
Size: 8011 sqft
Flood: X



1 inch = 200 feet



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

For Staff Use Only

Case Number: 2211PC201

Date Received: _____

Receipt Number: _____

Received By: _____

Zoning: T3Ward: 4 Flood: XSize: 8011 SQ FT

APPLICATION FOR PLANNING COMMISSION APPROVAL FOR A HOME OCCUPATION

Property Information

TAX PARCEL #

1	0	1	0	E

 -

0	3

 -

0	0	7

 .

0	1	5

(If necessary, use separate sheet of paper)

Address of Property Involved: 927 Old Towne St, Gulfport, MS 39507Lot(s) _____, Block(s) _____, Subdivision Old TowneGeneral Location: north of Pass Rd.

GENERAL DESCRIPTION OF REQUEST:

Real Estate
there will be no customers in my 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

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.

☐

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) Theresa R. Weyland

ADDRESS (STREET, CITY, STATE, ZIP CODE) 927 Old Torone St, Gulfport, MS

PHONE # (H) cell: 217-432-3834 (W) 888-712-7336 39507

TAX PARCEL NUMBER(S) OWNED 1010E-03-007.015

SIGNATURE: Theresa R. Weyland

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 _____

F. Supplemental Application

• Transportation / access

Public road, cul-de-sac.

There will be no clients entering my home.

• Water Supply

Public water, no need for increase.

• Waste disposal

Public waste - no need for increase.

• Fire / Police protection

Town of Gulfport

• Other public facilities

None

• Why proposal will not cause undue traffic congestion or create a traffic hazard.

There will be no client traffic.

• Why the proposal is in harmony etc...

There will be no change in normal residential traffic. There will be no signage or evidence of business activity.

Theresa R. Heyland

CHECKLIST FOR HOME OCCUPATIONS

Owner's Name: Barry C. Weyland
Address: 927 Old Towne St, Gulfport, 39507
Phone: (Home) 228-363-2269 (Work/Cell) (Cell)

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

Name of business or service to be used as home occupation: Dunn Deal Properties & Creative Rentals
Nature of business: Real Estate Property Management

Please fill in all the appropriate blanks:

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

Earlier than 8:00 a.m. _____

Give hours: _____

Later than 5:00 p.m.: _____

Give hours: _____

Method of conducting business:

Telephone: ✓

Mail order: _____

Personal computer: ✓

Appointment: _____

Traffic generation:

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

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

Describe size of vehicle making deliveries: _____

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

No clients entering my home
Specify number and frequency of visits by clients and customers: none

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

Is special equipment required in production? no

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

Are sales made from the premises? By phone & computer.

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

Local stores on consignment: _____

Arts and crafts or flea markets: _____

Trade shows: _____

Other: _____

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

Yes _____ No ☒

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

Printed Name: _____

Theresa R. Weyland

Signature: _____

Theresa R. Weyland

Date: _____

9/29/22



951 MARY RUTH DR

948 MARY RUTH DR

1009 NANCY PL

935 OLD TOWNE ST

1102 COLLEGE ST

947 MARY RUTH DR

942 MARY RUTH DR

951 OLD TOWNE ST

950 OLD TOWNE ST

COLLEGE ST

943 MARY RUTH DR

936 MARY RUTH DR

947 OLD TOWNE ST

946 OLD TOWNE ST

942 OLD TOWNE ST

937 MARY RUTH DR

930 MARY RUTH DR

943 OLD TOWNE ST

938 OLD TOWNE ST

920 WASHINGTON AVE

931 MARY RUTH DR

MARY RUTH DR

939 OLD TOWNE ST

934 OLD TOWNE ST

WASHINGTON AVE

925 MARY RUTH DR

924 MARY RUTH DR

935 OLD TOWNE ST

930 OLD TOWNE ST

OLD TOWNE ST

919 MARY RUTH DR

918 MARY RUTH DR

927 OLD TOWNE ST

919 OLD TOWNE ST

909 OLD TOWNE ST

913 MARY RUTH DR

912 MARY RUTH DR

911 OLD TOWNE ST

COMMERCE ST

907 MARY RUTH DR

904 MARY RUTH DR

1012 COMMERCE ST

1028 COMMERCE ST

COMMERCE ST

1001 COMMERCE ST

1007 COMMERCE ST A

1007 COMMERCE ST B

1007 COMMERCE ST C

1015 COMMERCE ST

1026 E PASS RD

1020 E PASS RD

1000 E PASS RD

1008 E PASS RD 1

1008 E PASS RD 2

1008 E PASS RD 3

1020 E PASS RD

E PASS RD

1001 E PASS RD

1022 E PASS RD

0151217



1st Judicial District
Instrument 2016-398-D-J1
Filed/Recorded 01/22/2016 02:00 PM
Total Fees \$12.00
10 Pages Recorded

This document generated
under the auspices of, and approved by:
JURIS DOC PREP
801 FOREST RIDGE DRIVE
SUITE 108
BEDFORD, TX 76022
817.510.3113

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

GRANTOR:
THE SECRETARY OF VETERANS AFFAIRS
Department of Veterans Affairs
Washington, DC 20420

Telephone: 855-843-8334

GRANTEE(S):
BARRY C. WEYLAND AND
THERESA R. WEYLAND
927 OLD TOWNE STREET,
GULFPORT, MS 39507
Telephone: 228-388-2269

After Recording Return To:
BARRY C. WEYLAND AND THERESA R. WEYLAND
927 OLD TOWNE STREET, GULFPORT, MS 39507

Indexing Instructions:
LOT 15, OLD TOWNE SUBDIVISION

Property Address:
927 OLD TOWNE STREET, GULFPORT, MS 39507

STATE OF MISSISSIPPI
COUNTY OF
HARRISON

SPECIAL WARRANTY DEED

This Indenture, made on the 14 day of January, 2016 by and between the Secretary of Veterans Affairs, an Officer of the United States of America, whose address is Department of Veterans Affairs, 810 Vermont Avenue NW, Washington, DC 20420, hereinafter referred to as **Grantor**, and **BARRY C. WEYLAND AND THERESA R. WEYLAND**,

2

hereinafter known as Grantee(s) in consideration of the sum of \$112,500.00 (ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR hereby conveys and specially warrants to GRANTEES, the following described real estate:

Lot 15, OLD TOWNE SUBDIVISION, as per plat recorded in Plat Book 48 at Page 5, of the land records of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

PROPERTY ADDRESS: 927 OLD TOWNE STREET, GULFPORT, MS 39507
The legal description was provided by agent for grantor.

Prior Instrument Reference: 2015 6058 D-J1

This conveyance is made subject to any restrictions, easements, rights-of-way, covenants and conditions affecting this property.

Grantor does further covenant and bind itself, and its successors and assigns to warrant and defend the title to the property to the said Grantees against the lawful claims of all persons claiming by, through or under the Grantor, but no further or otherwise.

TAXES for the year of 2014 are to be paid by Grantee and possession is to be given upon delivery of this deed.

Pursuant to provisions of 38 U.S.C. 3720 (a)(6) THE SECRETARY OF VETERANS AFFAIRS does not seek to exercise exclusive jurisdiction over the within described property

3

WITNESS the signature of THE SECRETARY OF VETERANS AFFAIRS, an officer of the United States of America, a government entity, this the 14 day of January 2016.

THE SECRETARY OF VETERANS AFFAIRS,
An officer of the United States of America

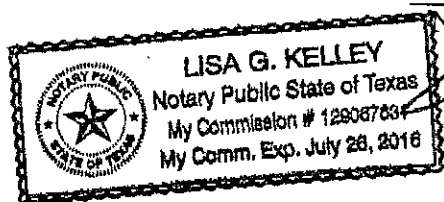
By: Tashenia Brown
Printed Name & Title: Tashenia Brown, APP
By the Secretary's duly authorized property
Management contractor, Vendor Resource
Management, pursuant to a delegation of
authority found at 38 C.F.R. 36.4345(f)

STATE OF Texas } COUNTY OF Denton

On this date, before me personally appeared Tashenia Brown, APP, pursuant to a delegation of authority contained in 38 C.F.R. § 36.4345(f), to me known to be the person who executed the foregoing instrument on behalf of the Secretary of Veterans Affairs, and acknowledged that he/she executed the same as the free act and deed of said Secretary.

In Witness Whereof, I have hereunto set my hand and affixed my official seal in the State of Texas aforesaid, this 14 day of January, 2016.

My Commission Expires



This instrument prepared by:

Lance Knight, P.O. Box 1297, Hurst, Texas 76053-1297 - Phone: (817) 510-3113 and Kerissa Hollis, Esq., Mississippi State Bar Number: 99174

MISCELLANEOUS PAYMENT RECPT#: 11834082
CITY OF GULFPORT

GULFPORT, MS 39501

DATE: 09/29/22 TIME: 14:14:14
CLERK: cbrown DEPT:
CUSTOMER#:

COMMENT:

CHG: PZD PLANNING AND ZO 75.00

AMOUNT PAID: 75.00

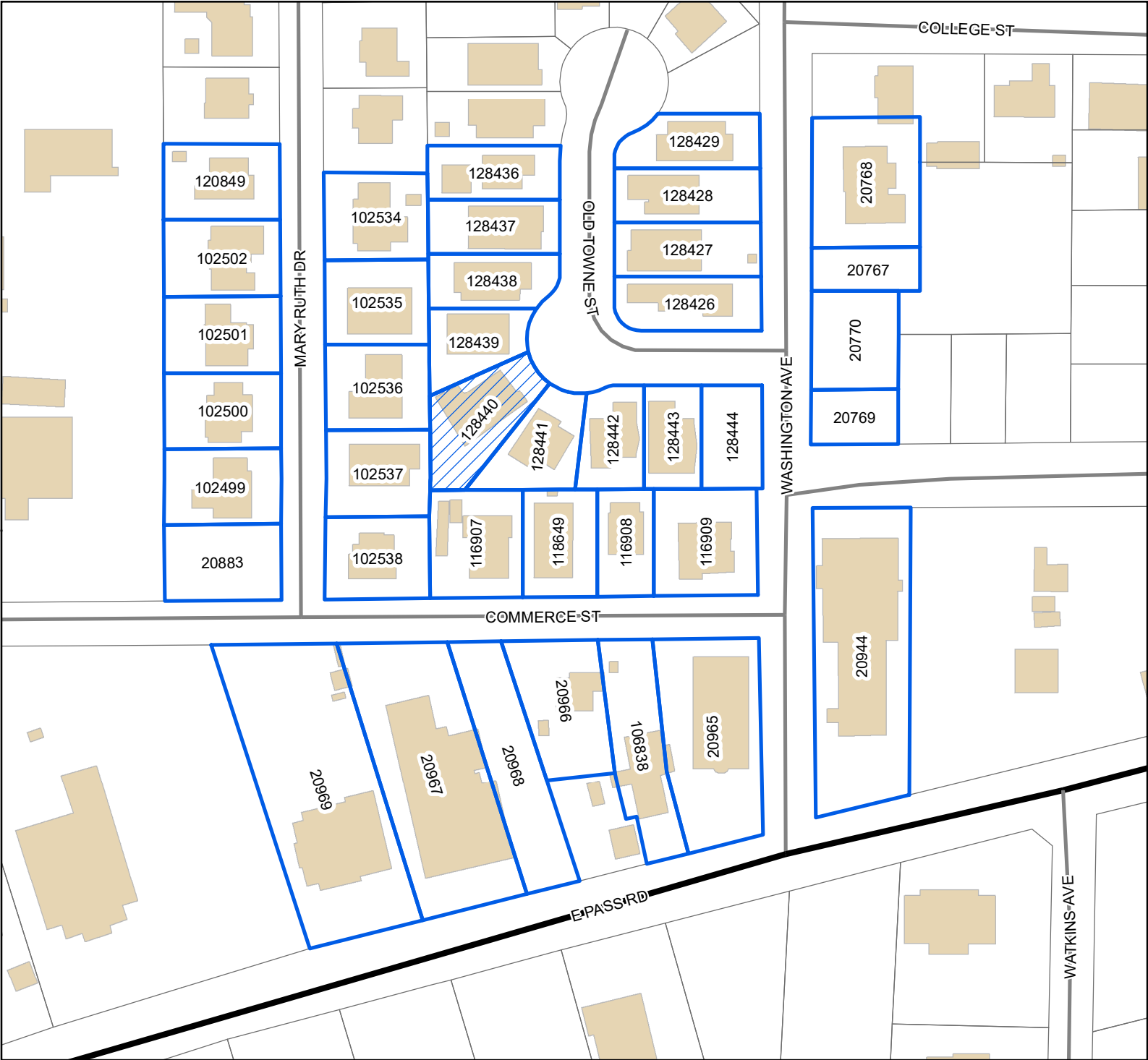
PAID BY: BARRY C WEYLAND
PAYMENT METH: CHECK

REFERENCE:

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

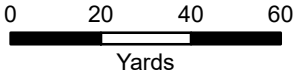
Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	128440	1010E-03-007.015	WEYLAND BARRY C & THERESA R	927 OLD TOWNE ST	GULFPORT	MS	39507
			Adjacent Property Owners (2211PC201)				
	102536	1010E-03-008.038	ACHEE ALLAN J JR & SARAH E	918 MARY RUTH DRIVE	GULFPORT	MS	39507
	128436	1010E-03-007.011	BARKLEY SAMUEL T	943 OLD TOWNE ST	GULFPORT	MS	39507
N	20965	1010L-01-009.000	BOYETTE PROPERTIES LLC	11548 DEDEAUX RD	GULFPORT	MS	39503
N	20966	1010L-01-010.000	BOYETTE PROPERTIES LLC	11548 DEDEAUX RD	GULFPORT	MS	39503
	106838	1010L-01-010.002	BOYETTE PROPERTIES LLC	11548 DEDEAUX RD	GULFPORT	MS	39503
	128444	1010E-03-007.019	BROWN GRANT A	309 GOOSE POINTE BLVD	BILOXI	MS	39531
	102535	1010E-03-008.037	CALDWELL GLENNIE FAYE	924 MARY RUTH DRIVE	GULFPORT	MS	39507
	128428	1010E-03-007.003	CAMACHO MERCEDES JANET	938 OLD TOWNE STREET	GULFPORT	MS	39507
	102538	1010L-01-024.000	CAMPBELL BRANDON LEE & KAYLA LEANN	904 MARY RUTH DR	GULFPORT	MS	39507
	128438	1010E-03-007.013	CARPENTER EUGENIA V & MICHAEL W	935 OLD TOWNE STREET	GULFPORT	MS	39507
	20967	1010L-01-012.000	CHANCEY BRADFORD D & MICHELLE L	8230 CURRY RD	BILOXI	MS	39532
	120849	1010E-03-008.040	CLARKE DEVELOPMENTS LLC	431 SANLENAY COURT	BILOXI	MS	39531
	128429	1010E-03-007.004	COLLIER MARK A & PEARLICIA	942 OLD TOWNE STREET	GULFPORT	MS	39507
	116908	1010L-01-027.000	EAGLE DAWG PROPERTIES LLC	P O BOX 2408	GULFPORT	MS	39505
	20767	1010E-02-054.000	FIRST MISSIONARY BAPTIST CHURCH	P O BOX 6175	GULFPORT	MS	39506
N	20944	1010L-01-008.000	FIRST MISSIONARY BAPTIST CHURCH				0
N	20769	1010E-02-056.000	FIRST MISSIONARY BAPTIST CHURCH OF GULF	P O BOX 6175	GULFPORT	MS	39502
	20768	1010E-02-053.000	GILLUM ROBERT L	920 WASHINGTON AVENUE	GULFPORT	MS	39507
	128427	1010E-03-007.002	GRUICH PHILIP	934 OLD TOWNE ST	GULFPORT	MS	39507
	20968	1010L-01-011.000	GULF SOUTH PIPELINE COMPANY LP ATTN: [	P O BOX 20008	OWENSBORO	KY	42304
N	20969	1010L-01-013.000	GULFPORT CITY OF				0
	128437	1010E-03-007.012	HADLEY JULIE D & CULLINAN G W II	939 OLD TOWNE STREET	GULFPORT	MS	39507
	116909	1010L-01-028.000	JACOBS ANITA L	1028 COMMERCE ST	GULFPORT	MS	39507
	102534	1010E-03-008.036	JOHNSON PHILLIP JR & JACQUELIN	930 MARY RUTH DR	GULFPORT	MS	39507
	128439	1010E-03-007.014	MARTIN ZACHARY M	931 OLD TOWNE ST	GULFPORT	MS	39507
	20770	1010E-02-055.000	MASONIC LODGE				0
	128443	1010E-03-007.018	MCBRIDE JOHN W III & ANAIS ZERMENO	915 OLD TOWNE STREET	GULFPORT	MS	39507
	102500	1010E-03-008.002	MCCULLUM RENETTA NICOLE	919 MARY RUTH DR	GULFPORT	MS	39507
	102537	1010E-03-008.039	MCNEW JASON CLIFTON	912 MARY RUTH DRIVE	GULFPORT	MS	39507
	102502	1010E-03-008.004	ROONEY SHAWN P	2554 ALIAS SMITH RD	HENDERSON	NV	89015
	118649	1010L-01-029.000	SANCHEZ JOSE MARANA ETAL	1012 COMMERCE ST	GULFPORT	MS	39507
	116907	1010L-01-026.000	SCHENCK RUSSELL & MICHELLE	4538 MAGNOLIA COVE WEST	BILOXI	MS	39532
	20883	1010L-01-023.000	SMITH GREGORY T	P O BOX 7704	GULFPORT	MS	39506
	128442	1010E-03-007.017	SOE AUNG T & HAN YIN M	919 OLD TOWNE ST	GULFPORT	MS	39507

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
102499	1010E-03-008.001	SOUTHWEST RENTALS & INVESTMENTS LLC	P O BOX 1148	SUMMIT	MS	39666	
128426	1010E-03-007.001	SPIERS AMANDA L	930 OLD TOWNE ST	GULFPORT	MS	39507	
102501	1010E-03-008.003	VALENTI DAVID C & SUSAN L	925 MARY RUTH DR	GULFPORT	MS	39507	
128441	1010E-03-007.016	ZHU JIE HUI & XIU BIN DONG	923 OLD TOWNE STREET	GULFPORT	MS	39507	



Legend

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



1 inch = 128 feet



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

RE: Planning Commission Approval 2211PC201, by owners Barry & Theresa Weyland, tax parcel 1010E-03-007.015, Request home occupation for real estate office, 927 Old Towne St, Zoned T3 (Sub-Urban Zone), Ward 4

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, November 17, 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, November 17, 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:
IPL0096113
External Order #:
340357
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
BLX - Legal Ads
Final Cost:
85.20
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
October 27, 2022 11:41:15 AM EDT
Amount:
81.72
Date
October 31, 2022 2:13:43 PM EDT
Amount:
3.48

SCHEDULE FOR AD NUMBER IPL00961130

November 2, 2022

PREVIEW FOR AD NUMBER IPL00961130

LEGAL NOTICE PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 PM., Thursday, November 17, 2022 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2211PC194, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests for outdoor entertainment venue, 942 1/2 Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

Zoning Map Amendment 2211PC195, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 942 1/2 Beach Blvd, Ward 2

Planning Commission Approval 2211PC196, by owner Jemille Johnson, tax parcel 0810B-03-099.000, Requests mobile home use, W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

Zoning Map Amendment 2211PC198, by agent Jorge Vargas, tax parcel 1007M-01-038.000, Requests to rezone from R-3 (Residence-business) to R-E (Residence estate), 13062 Shekdon St, Zoned R-B (Residence-business), Ward 6

Planning Commission Approval 2211PC199, by agent Terrell Roddy, tax parcel 0808D-04-004.000, Requests to allow a medical cannabis dispensary use, 12407 HWY 49 N, Zoned B-4 (Highway business), Ward 7

Special Exception 2211SE200, by agent Adeb Bolros, tax parcel 0810C-03-059.000, Requests liquor store use, 8304 HWY 49 B, Zoned B-4 (Highway business), Ward 3

Planning Commission Approval 2211PC201, by owners Barry & Theresa Weyland, tax parcel 1010E-03-007.015, Request home occupation for real estate office, 927 Old Towne St, Zoned T3 (Sub-Urban Zone), Ward 4

Zoning Map Amendment 2211PC202, by agent Joyce Unsworth, tax parcel 0710Q-02-102.002, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4809 29th St, Zoned B-1 (Neighborhood business), Ward 1

Planning Commission Approval 2211PC203, by agent Doug Hanson, tax parcel 0811G-03-033.000, Request home occupation for mobile windshield repair business, 1632 2nd St, Zoned T4L (General Urban Zone "Limited"), Ward 2

Appeals 2211PC204, by owners 3112 Pass Rd LLC & Ronald Fremin II, tax parcel 0811D-04-009.000, Requests metal exterior on facility, 3112 Pass Road, Zoned I-1 (Light Industry), Ward 1

Planning Commission Approval 2211PC205, by owners Yolanda & Marcus Stubbs, tax parcel 0908J-01-036.000, Requests home occupation for mobile notary use, 20 Joanna Lane, R-1-10 (Single-family) Ward 6

Zoning Map Amendment 2211PC206, by owners Incia Hernandez & Wilson Martinez, tax parcel 0910N-01-018.001, Request to rezone from B-2 (General Business) to R-B (Residence Business), 3205 F Ave, Zon

Zoning Map Amendment 2211PC207, by agent J. William Williams, tax parcels 0708P-01-004.007 & 0708P-01-006.000, Requests to rezone from R-1-15 (Single-family) to B-2 (General business), 11261 Old Highway 49, Zoned R-1-15 (Single-family), Ward 7

Resubdivision 2211PC208, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2211PC209, by agent Robert Reimann, tax parcel 0809B-03-017.000, Requests to rezone from I-2 (Heavy Industry) to R-3 (General residence), River Ten Rd & Klein Rd, Zoned I-2 (Heavy Industry), Ward 7

Planning Commission Approval 2211PC210, by agent Addison Reimann, tax parcel 0809K-02-002.001, Request approval to allow a medical cannabis dispensary use, Creosote Rd, B-4 (Highway business), Ward 3

Final Plat 2211PC211, by agent Robert Reimann, tax parcels 0808O-02-016.000, 0808O-02-019.000, 0808O-02-015.000, Approval of Final Plat for 63-lot subdivision (Southern Breeze Subdivision) with 3 outparcels, Dedoux Rd & Tanner Rd, Zoned R-1-5 (Single-family) & B-2 (General business), Ward 5

Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive sales of less than 50 vehicles & automotive laundry use, 2601 15th Ave, Zoned B-2 (General business), Ward 3

Planning Commission Approval 2210PC178, by agent John Dixon, tax parcel 0808L-02-017.000, Request approval to allow a medical cannabis dispensary use, 11370 HWY 49 Suite G, Zoned B-4 (Highway business), Ward 7

This the 26th day of October, 2022

Keith Williams, Chairman
City of Gulfport Planning Commission

IPL0096113
Nov 2 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: November 17, 2022

Re: Planning Commission Approval 2211PC203:

Planning Commission Approval 2211PC203, by agent Doug Hanson, tax parcel 0811G-03-033.000, Request home occupation for mobile windshield repair business, 1632 2nd St, Zoned T4L (General Urban Zone "Limited"), Ward 2

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2211PC203

Hearing Date: November 17, 2022

Current Zoning/Use: T4L / Single-Family Home

Legal: Planning Commission Approval 2211PC203, by agent Doug Hanson, tax parcel 0811G-03-033.000, Request home occupation for mobile windshield repair business, 1632 2nd St, Zoned T4L (General Urban Zone "Limited"), Ward 2

TECHNICAL DETAILS

The applicant requests approval for a home occupation business where they will provide mobile windshield repair services. It is stated by the applicant that no clients will come to their house and all services are provided at the clients requested location, which is usually at the client's residence or business.

EXECUTIVE SUMMARY

Considering locksmiths are allowed as a home occupation with Planning Commission approval, this would not be any more intrusive. It should also be noted that this board approved this same type of home occupation for a mobile windshield repair on October 24, 2019, case # 1910PC129. The application meets the requirements for a home occupation that requires Planning Commission Approval.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 11/4/2022.

Public Works: No conditions. Memo dated 11/4/2022.

Traffic and Safety: No conditions. Memo dated 10/31/2022.

Building Code Services: No comments as of 11/8/2022.

GIS: No comments as of 11/8/2022.

Police Department: No comments as of 11/8/2022.

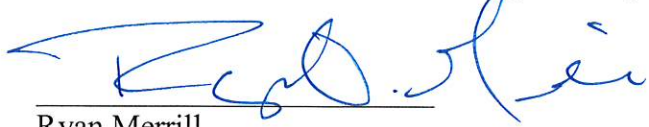
Fire Department: No conditions. Memo dated 10/27/2022.

City Arborist: No conditions. Memo dated 10/31/2022.

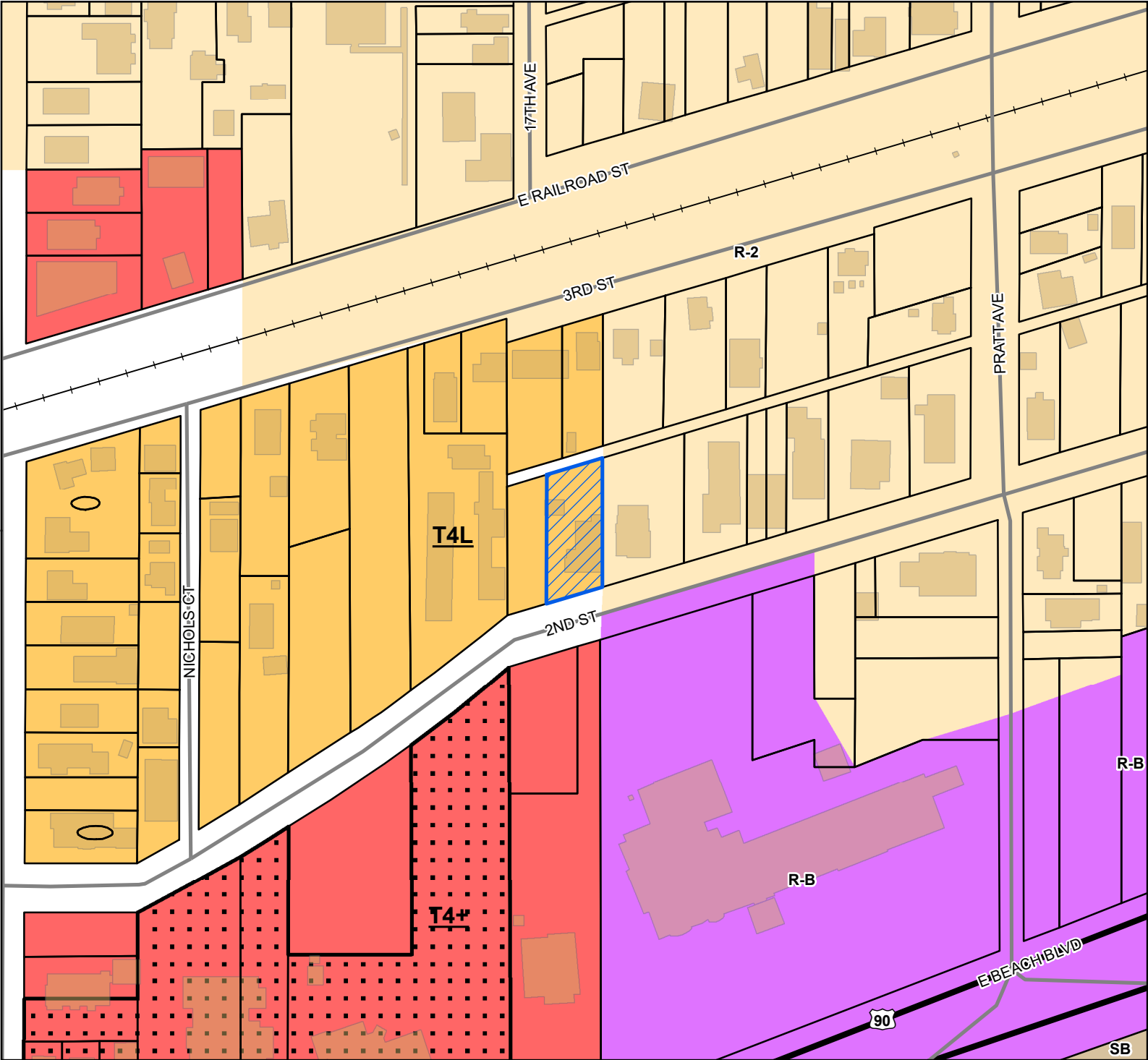
Technical Report
PLANNING COMMISSION APPROVAL

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Ryan Merrill
Director of Urban Development Department



Legend

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

Smart Code

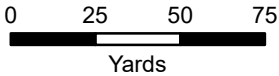
- T4+
- T4L

Zoning

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

Site Information

0811G-03-033.000
Zoning: T4L (T4 "Limited")
Size: 10,815 sqft.
Flood: X



1 inch = 170 feet



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

\$75.00

(2)



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

For Staff Use Only

Case Number: 2211 PC 203Date Received: 10/3/2022

Receipt Number: _____

Received By: LEZoning: T4LWard: 2 Flood: XSize: 10,815 sqft.

APPLICATION FOR PLANNING COMMISSION APPROVAL FOR A HOME OCCUPATION

Property Information

TAX PARCEL #

0	8	1	1	G

 -

0	3

 -

0	3	3

 •

0	0	0

(If necessary, use separate sheet of paper)

Address of Property Involved: 1632 2nd St. Gulfport, MS 39501

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

General Location: South Gulfport

GENERAL DESCRIPTION OF REQUEST:

Planning Commission approval for home business
Astro Mobile Windshield Repair

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

DAVID H. HANSON

Printed Name of Owner

614 LOCUST ST.

Mailing Address

SAN ANITO CA 94965

City

State

Zip code

415 378 9541415 331 7005

Home Phone

Work/Cell Phone

david@tagmakers.com

Email

[Signature]

Signature of Owner

AGENT

DOUG HANSON

Printed Name of Agent

1632 2nd street

Mailing Address

GulfportMS39501

City

State

Zip code

228-297-6331

Home Phone

Work/Cell Phone

dhanson1@outlook.com

Email

[Signature]

Signature of Agent

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

☐

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

10/2/22

Supplemental:

Concerning my business, Astro Mobile Windshield Repair located at of 1632 2nd Street, Gulfport, Ms 39501: Site plan is appropriate with regard to:

1. My business, Astro Mobile Windshield Repair, is 100% mobile. No work of any kind will take place on premises at 1632 2nd street. No customers, vehicles, or traffic will come to my house for work, my business is 100% mobile. I travel to my customers home or office to do windshield repairs.
2. For all intents and purposes, the address literally, simply serves as a mailing address.
3. Transportaion and access will not be affected in any way.
4. Water supply or need is not affected in any way.
5. Waste and disposal will not be affected in any way nor any other public facility.
6. My business will in no way create any traffic congestion or traffic hazard as no customers will visit the location. My business is 100% mobile.
7. The proposal is in absolute harmony with the appropriate development of the district in which the use is located in that, no business nor work will take place on the premises. No customers will visit said location.

Doug Hanson
Owner-Astro Mobile Windshield Repair



me

CHECKLIST FOR HOME OCCUPATIONS

Owner's Name:

~~David Hanson~~ Doug Hanson

Address:

1632 2nd St GPT, MS

Phone: (Home)

415 338-9541

(Work/Cell)

—

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

Name of business or service to be used as home occupation:

Astro Mobile Windshield Repair

Nature of business:

Mobile windshield repair, I repair rock chips
+ cracks in Auto windshields, I don't do replacements.

Please fill in all the appropriate blanks:

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

M-F / Sat+Sun 10-4

Earlier than 8:00 a.m.

—

Give hours:

—

Later than 5:00 p.m.:

—

Give hours:

—

Method of conducting business:

Telephone:

✓

Mail order:

Personal computer:

Appointment:

✓

(All off premise, mobile work)

Traffic generation:

Is there any delivery of goods or products to the residence?

Just mail

If so, specify the number and frequency of deliveries:

Once per month

Describe size of vehicle making deliveries:

Mail truck

me

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

Neither. All business is off premises, Mobile

Specify number and frequency of visits by clients and customers: ~~0~~

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

Is special equipment required in production? N/A

If so, described it, giving size of motor, etc. N/A

Are sales made from the premises? NO

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

Local stores on consignment: _____

Arts and crafts or flea markets: _____

Trade shows: _____

Other: I travel to customers honest businesses to do windshield repair.

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

Yes _____ No ☒

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

Printed Name: _____

Doug Hanson

Signature: _____

Doug Hanson

Date: _____

10/3/22



Designation of Agent

I, DAVID H. HANSON PRINT NAME, being owner of the property 1632 2nd St. Gulfport, MS PRIMARY ADDRESS OF PARCEL
which is the subject of this application hereby authorize DOUGLAS E. HANSON 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]
Signature

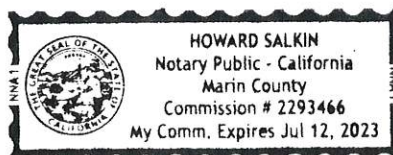
9/15/22
Date

California MARIN
STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 26th day of September, 20 22

[Signature]
Notary Public

07/12/2023
Commission Expiration



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.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Marin)

On 9/26/2022 before me, Howard Salkin, Notary Public,
(here insert name and title of the officer)

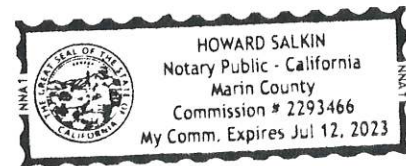
personally appeared DAVID H HANSON

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.

Signature Howard Salkin



(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document

titled/for the purpose of Application for Planning

Commission Approval for a Home Occupation

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

☒ Individual~~s~~
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____
Title(s) _____

☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # 95 Entry # 41

Notary contact: 415 331-6999

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐

9/26/2022

City of Gulfport

Urban Development – Planning Division

1410 24th Avenue

Gulfport, MS 39501

To Whom It May Concern.

As the sole owner of 1632 2nd Street Gulfport MS, tax parcel # 0811G-03-033.000, I give my express permission for Douglas E. Hanson to use the property in the operation of his business – Astro Mobile Windshield Repair.

Regards,



David H. Hanson

614 Locust Street

Sausalito, CA 94965

415-378-9541

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.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Marin)

On 9/26/2022 before me, Howard Salkin, Notary Public,
(here insert name and title of the officer)

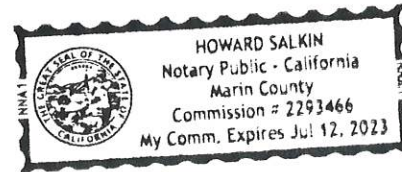
personally appeared DAVID H. HANSON

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.

Signature



(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Exp 1000 Permission

containing 1 pages, and dated 9/26/22

The signer(s) capacity or authority is/are as:

☒ Individual~~s~~

☐ Attorney-in-Fact

☐ Corporate Officer(s)

Title(s)

☐ Guardian/Conservator

☐ Partner - Limited/General

☐ Trustee(s)

☐ Other:

representing:

Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

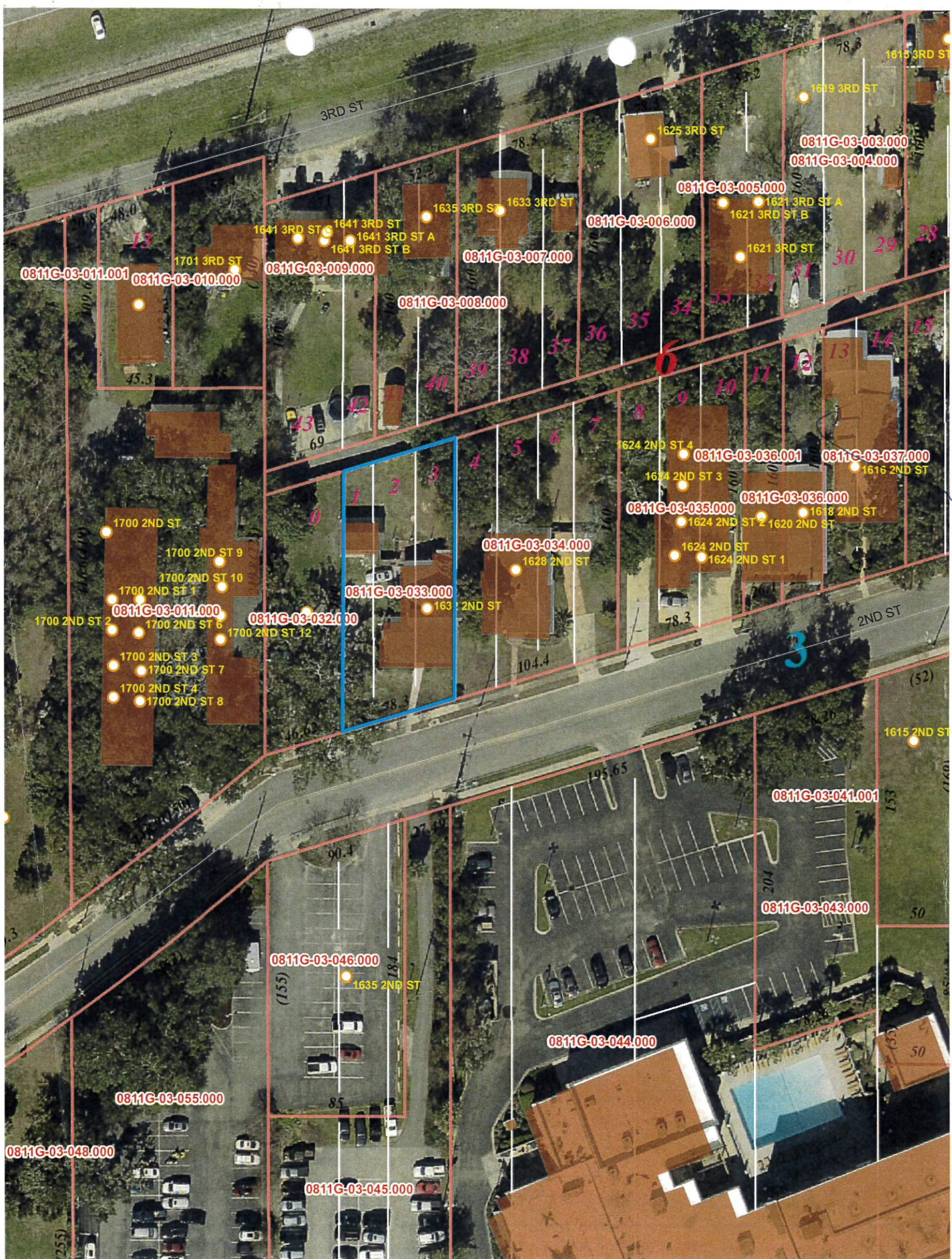
Page # 95 Entry # 2

Notary contact: 415 331-6989

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐





1st Judicial District
Instrument 2015 405 D - J1
Filed/Recorded 1/22/2015 12:07 W
Total Fees \$ 14.00
2 Pages Recorded

Recording requested by: Betty Jo Simpson
When recorded, mail to:
Name: Betty Jo Simpson
Address: 12083 Essex Place
City/State/Zip: Gulfport, MS 39503
Property Tax Parcel/Account Number: _____

Space above reserved for use by Recorder's Office
Document prepared by: GRANTOR :
Name Betty Jo Simpson
Address 12083 Essex Place
City/State/Zip Gulfport MS 39503
(228) 669-6440

Quitclaim Deed

This Quitclaim Deed is made on 22 JANUARY 2015, between
Betty Jo Simpson, Grantor, of _____
_____, City of Gulfport, State of Mississippi,
and DAVID Henry Hanson, Grantee, of 614 Locust St.
_____, City of Sausalito, State of California 94965
(415) 378-9541

For valuable consideration, the Grantor hereby quitclaims and transfers all right, title, and interest held by the Grantor in the following described real estate and improvements to the Grantee, and his or her heirs and assigns, to have and hold forever, located at 1632 2nd Street
_____, City of Gulfport, State of Mississippi:

Lots 1, 2, and 3, Block 6 of Soria City
Addition to the city of Gulfport, Harrison County,
Mississippi, as shown in Plat Book 2, Page 19, on
file in the office of the Chancery Clerk of said
county & state

Subject to all easements, rights of way, protective covenants, and mineral reservations of record, if any.
Taxes for the tax year of 2015 shall be prorated between the Grantor and Grantee as of the date of recording of this deed.

Dated: 22 January 2015

Betty Jo Simpson
Signature of Grantor

Betty Jo Simpson
Name of Grantor

LOREN DAVIS
Signature of Witness #1

LOREN DAVIS
Printed Name of Witness #1

Signature of Witness #2

Printed Name of Witness #2

State of Mississippi County of Harrison
On 22 January 2015, the Grantor, Betty Jo Simpson,

personally came before me and, being duly sworn, did state and prove that he/she is the person described in the above document and that he/she signed the above document in my presence.

Sara Fullilove
Notary Signature



Notary Public,

In and for the County of Harrison State of Mississippi

My commission expires: 6/24/17

Send all tax statements to Grantee.

MISCELLANEOUS PAYMENT RECPT#: 11841303
CITY OF GULFPORT

GULFPORT, MS 39501

DATE: 10/03/22 TIME: 14:48:44
CLERK: cbrown DEPT:
CUSTOMER#:

COMMENT:

CHG: PZD PLANNING AND ZO 75.00

AMOUNT PAID: 75.00

PAID BY: DAVID HANSON
PAYMENT METH: CASH

REFERENCE:

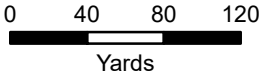
AMT TENDERED: 75.00
AMT APPLIED: 75.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	34458	0811G-03-033.000	HANSON DAVID HENRY	614 LOCUST ST	SAUSALITO	CA	94965
			DOUG HANSON	1632 2ND STREET	GULFPORT	MS	39501
N			Adjacent Property Owners (0811G-03-033.000)				
	34393	0811G-03-046.000	15TH PLACE LLC	1712 15TH STREET SUITE 300	GULFPORT	MS	39501
	25586	0811G-03-055.000	15TH PLACE LLC	1712 15TH STREET STE 300	GULFPORT	MS	39501
	34392	0811G-03-045.000	BARBEL CORPORATION D/B/A CHIMNEY'S RE	3 CREOLE COVE	GULFPORT	MS	39507
	34469	0811G-03-005.000	CORNWELL KENNETH E & PATRICIA ONEAL	19413 BUSBY RD	VANCELEAVE	MS	39565
	34470	0811G-03-006.000	CUSHMAN CONNIE GAIL	1625 3RD ST	GULFPORT	MS	39501
	25562	0811G-03-010.000	D S LADNER HOLDINGS LLC	P O BOX 6546	GULFPORT	MS	39506
	88002	0811G-03-044.000	HOTEL GULFPORT LP C/O STARWOOD CAPIT	2000 HIGH WICKHAM PLACE STE 300	LOUISVILLE	KY	40245
	87985	0811G-03-009.000	JKA PROPERTIES LLC	1200 COLLEGE ST	GULFPORT	MS	39507
	34460	0811G-03-035.000	JONES BONNIE L	P O BOX 4227	GULFPORT	MS	39501
	34472	0811G-03-008.000	LLOYD GEORGE H	484 CANYON CREEK DR	GLENWOOD SPRING	CO	81501
	34457	0811G-03-032.000	MARTIN CHRISTOPHER PAUL	319 MIDLAND AVE	PUMPHREY	MD	21225
	34459	0811G-03-034.000	MURRAY JOHN C & SYLVIA	2497 DEVON LANE	BIRMINGHAM	MI	48009
	117439	0811G-03-011.001	OLE NEWBURY HOLDINGS LLC	P O BOX 82469	LAS VEGAS	NV	89180
	34471	0811G-03-007.000	PUGH HERBERT L JR & MABEL J	1660 RICHARDSON RD	MERRITT ISLAND	FL	32952
	25563	0811G-03-011.000	SECOND STREET HOLDINGS LLC	1310 25TH AVE	GULFPORT	MS	39501



Legend

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



1 inch = 300 feet



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

RE: Planning Commission Approval 2211PC203, by agent Doug Hanson, tax parcel 0811G-03-033.000, Request home occupation for mobile windshield repair business, 1632 2nd St, Zoned 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, November 17, 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, November 17, 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:
IPL0096113

Order Status:
Submitted

Classification:
Legals & Public Notices

Package:
BLX - Legal Ads

Final Cost:
81.72

Payment Type:
Account Billed

User ID:
IPL0024925

ACCOUNT INFORMATION

GULFPORT URBAN DEVELOPMENT IP
PO BOX 1780
GULFPORT, MS 39502
228-868-5705
AccountsPayable@gulfport-ms.gov
GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT

Date
October 27, 2022 11:41:15 AM EDT

Amount:
81.72

SCHEDULE FOR AD NUMBER IPL00961130

November 2, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00961130**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, November 17, 2022 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2211PC194, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests for outdoor entertainment venue, 942 1/2 Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

Zoning Map Amendment 2211PC195, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 942 1/2 Beach Blvd, Ward 2

Planning Commission Approval 2211PC196, by owner Jermille Johnson, tax parcel 0810B-03-099.000, Requests mobile home use, W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

Zoning Map Amendment 2211PC198, by agent Jorge Vargas, tax parcel 1007M-01-038.000, Requests to rezone from R-B (Residence-business) to R-E (Residence estate), 13062 Sheldon St, Zoned R-B (Residence-business), Ward 6

Planning Commission Approval 2211PC199, by agent Terrell Roddy, tax parcel 0808D-04-004.000, Requests to allow a medical dispensary use, 12407 HWY 49 N, Zoned B-4 (Highway business), Ward 7

Special Exception 2211SE200, by agent Adeeb Botros, tax parcel 0810C-03-059.000, Requests liquor store use, 8304 HWY 49 B, Zoned B-4 (Highway business), Ward 3

Planning Commission Approval 2211PC201, by owners Barry & Theresa Weyland, tax parcel 1010E-03-007.015, Request home occupation for real estate office, 927 Old Towne St, Zoned T3 (Sub-Urban Zone), Ward 4

Zoning Map Amendment 2211PC202, by agent Joyce Unsworth, tax parcel 0710O-02-102.002, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4809 29th St, Zoned B-1 (Neighborhood business), Ward 1

Planning Commission Approval 2211PC203, by agent Doug Hanson, tax parcel 0811G-03-033.000, Request home occupation for mobile windshield repair business, 1632 2nd St, Zoned T4L (General Urban Zone "Limited"), Ward 2

Appeals 2211PC204, by owners 3112 Pass Rd LLC & Ronald Fremin II, tax parcel 0811D-04-009.000, Requests metal exterior on facility, 3112 Pass Road, Zoned I-1 (Light Industry), Ward 1

Planning Commission Approval 2211PC205, by owners Yolanda & Marcus Stubbs, tax parcel 0908J-01-036.000, Requests home occupation for mobile notary use, 20 Joanna Lane, R-1-10 (Single-family) Ward 6

Zoning Map Amendment 2211PC206, by owners Incia Hernandez & Wilson Martinez, tax parcel 0910N-01-018.001, Request to rezone from B-2 (General Business) to R-B (Residence Business), 3205 F Ave, Zoned B-2 (General Business), Ward 4

Zoning Map Amendment 2211PC207, by agent J. William Williams, tax parcels 0708P-01-004.007 & 0708P-01-006.000, Requests to rezone from R-1-15 (Single-family) to B-2 (General business), 11261 Old Highway 49, Zoned R-1-15 (Single-family), Ward 7

Resubdivision 2211PC208, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2211PC209, by agent Robert Reimann, tax parcel 0809B-03-017.000, Requests to rezone from I-2 (Heavy Industry) to R-3 (General residence), River Ten Rd & Klein Rd, Zoned I-2 (Heavy Industry), Ward 7

Planning Commission Approval 2211PC210, by agent Addison Bell,

Planning Commission Approval 2210PC190, by agent Addison Reimann, tax parcel 0809K-02-002.001, Request approval to allow a medical dispensary use, Creosote Rd, B-4 (Highway business), Ward 3

Final Plat 2211PC211, by agent Robert Reimann, tax parcels 0808O-02-016.000, 0808O-02-019.000, 0808O-02-015.000, Approval of Final Plat for 63-lot subdivision (Southern Breeze Subdivision) with 3 outparcels, Dedeaux Rd & Tanner Rd, Zoned R-1-5 (Single-family) & B-2 (General business), Ward 5

Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive sales of less than 50 vehicles & automotive laundry use, 2601 15th Ave, Zoned B-2 (General business), Ward 3

This the 26th day of October, 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: November 17, 2022

Re: Appeals 2211PC204:

Appeals 2211PC204, by owners 3112 Pass Rd LLC & Ronald Fremin II, tax parcel 0811D-04-009.000, Requests metal exterior on facility, 3112 Pass Road, Zoned I-1 (Light Industry), Ward

Technical Report

Appeal

GENERAL INFORMATION

Case File Number: 2211PC204

Hearing Date: November 17, 2022

Current Zoning/Use: I-1 / Commercial Building

Legal: Appeals 2211PC204, by owners 3112 Pass Rd LLC & Ronald Fremin II, tax parcel 0811D-04-009.000, Requests metal exterior on facility, 3112 Pass Road, Zoned I-1 (Light Industry), Ward 1

TECHNICAL DETAILS

The applicant requests an appeal of a permit for commercial structure denied for architectural standards. As presented, the commercial building contains a metal façade and metal roof. The City of Gulfport Design Review standards regarding building materials and finishes found in section (3) Commercial projects (a) Design Standards 2.7 Materials and finishes state, "Exterior building materials should not include unfinished or unpainted concrete panels, metal panels or smooth face concrete block." Any review will be subject to the appeals process outlined in Appendix A-Sec IV (E)(1)"

On November 3, 2011, the City Council unanimously approved the Residential and Commercial Design Standards. The City currently lacks an Architectural Review Board; therefore, the appeal is moved straight to Planning Commission to have a hearing and decision.

Any approval should consider these conditions:

1. Approval would allow a metal façade where the design standards strictly prohibit metal façade.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 11/4/22.

Public Works: No conditions. Memo dated 11/4/22.

Traffic and Safety: No conditions. Memo dated 10/31/22.

Building Code Services: No comments as of 11/8/2022.

GIS: No comments as of 11/8/22.

Police Department: No comments as of 11/8/22.

Fire Department: No conditions. Memo dated 10/27/22.

Technical Report

Appeal

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Ryan Merrill
Director of Urban Development Department

- i. High levels of ground floor transparency are encouraged along streets planned for pedestrian use. In such locations, at least fifty (50) percent of the ground floor wall area should consist of windows, arranged primarily as large storefront display windows. Glass should be clear, not reflective.
- ii. Windows should maintain coherent and consistent rhythms, both vertically and horizontally. Upper-floor windows should be vertically oriented, or taller than they are wide. Also, each window should be individually articulated and should not form long horizontal or vertical bands.
- iii. Windows and doors should not be flush with solid building surfaces, but rather should be recessed at least four (4) inches from the outside wall plane.
- iv. The installation of security window bars is discouraged and should not be used on windows directly facing a street. They detract from the architectural beauty of the neighborhood and present an image of instability and fear. Security gates for storefront businesses should be located inside buildings, not outside.

2.7. *Materials and finishes.*

- i. There should be a visual distinction between the base (ground-floor façades), middle (upper-level floors) and top of buildings. This can be accomplished by using different materials and/or colors for storefronts and upper stories.
- ii. Predominant exterior building material surfaces should be high quality materials, including, but not limited to, architectural block, brick, concrete with an architectural finish, stucco, glass, wood, sandstone, or other native stone and tinted/textured concrete masonry units. Exterior building materials should not include unfinished or unpainted concrete panels, metal panels or smooth face concrete block.
- iii. Storefront primary cladding materials should be brick, stone, or carved wood panels. Wood, when used, should be painted or stained. Doors should match storefront window frames, and should be made of crafted wood, stainless steel, bronze, or other ornamental metals.
- iv. Façade colors should be neutral or muted colors. The use of bright "primary" colors should be prohibited. Accent colors may be brighter and more intense but should harmonize with the dominant building color.
- v. For additions or renovations of existing buildings, siding and detail materials used should generally match or be consistent with the original building materials.

2.8. *Elevated buildings.*

- i. Foundations of elevated buildings are integral parts of the building and should be integrated with and complementary to the building.
- ii. The placement and composition of foundation architectural elements including structural supports, screening, and other architectural elements should coincide with prominent external façade design elements including columns, posts, colonnades, trim details, or other vertical elements.
- iii. Filling sites to more than two (2) feet above adjacent sidewalks, street grades or lots is generally discouraged. A site's finished grade should match existing topography wherever possible.
- iv. The configuration and type of pedestrian access (i.e. porch, stairs, landings, ramps, and walkways) should be determined by site's required setbacks, other site features including parking and vehicular access features, and compatibility with and proximity to adjacent properties.

Google Maps 3112 25th St



Image capture: May 2022 © 2022 Google



Google Maps 3112 25th St



Image capture: May 2022 © 2022 Google

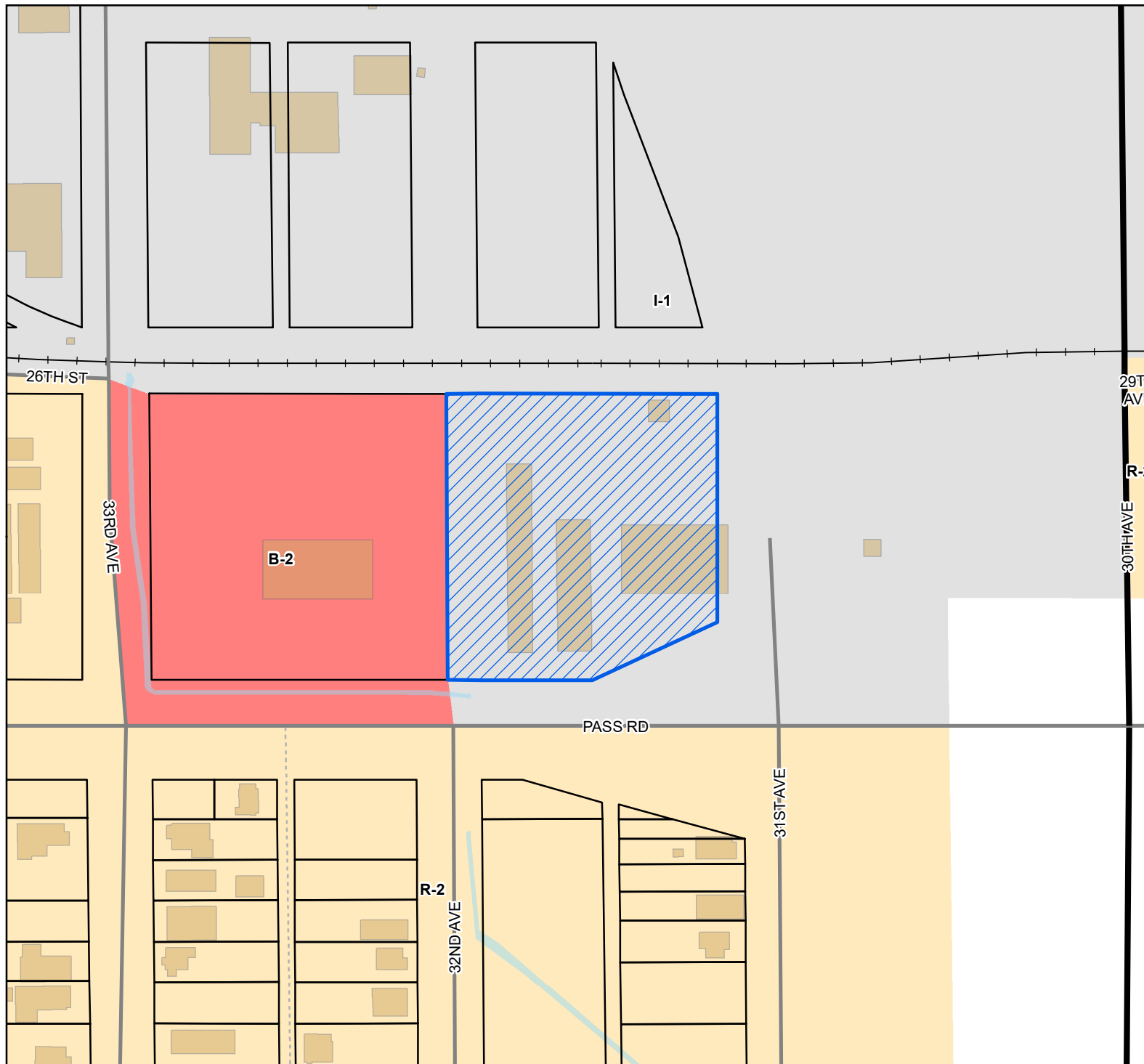


GULFPORT COMPREHENSIVE PLAN SECTIONAL ROAD CLASSIFICATION

<u>STREET NAME</u>	<u>FROM</u>	<u>TO</u>	<u>FUNCTIONAL CLASSIFICATION</u>	<u>PRESENT JURISDICTION</u>
WASHINGTON AVENUE	HEWES AVENUE	PASS ROAD	COLLECTOR	CITY
17TH STREET	33RD AVENUE	30TH AVENUE	MINOR THOROUGHFARE	CITY
17TH STREET	30TH AVENUE	U.S. HIGHWAY 49	MINOR THOROUGHFARE	CITY
17TH STREET	U.S. HIGHWAY 49	22ND AVENUE	MINOR THOROUGHFARE	CITY
17TH STREET	22ND AVENUE	20TH AVENUE	MINOR THOROUGHFARE	CITY
19TH STREET	33RD AVENUE	30TH AVENUE	MINOR THOROUGHFARE	CITY
19TH STREET	30TH AVENUE	U.S. HIGHWAY 49	MINOR THOROUGHFARE	CITY
19TH STREET	U.S. HIGHWAY 49	22ND AVENUE	MINOR THOROUGHFARE	CITY
19TH STREET	22ND AVENUE	20TH AVENUE	MINOR THOROUGHFARE	CITY
22ND STREET	33RD AVENUE	30TH AVENUE	MINOR THOROUGHFARE	CITY
22ND STREET	30TH AVENUE	U.S. HIGHWAY 49	MINOR THOROUGHFARE	CITY
22ND STREET	U.S. HIGHWAY 49	22ND AVENUE	MINOR THOROUGHFARE	CITY
22ND STREET	22ND AVENUE	20TH AVENUE	MINOR THOROUGHFARE	CITY
22ND STREET	20TH AVENUE	PRATT AVENUE	MINOR THOROUGHFARE	CITY
22ND STREET	PRATT AVENUE	EAST RAILROAD STREET	MINOR THOROUGHFARE	CITY
25TH STREET	33RD AVENUE	30TH AVENUE	MINOR THOROUGHFARE	CITY
25TH STREET	30TH AVENUE	U.S. HIGHWAY 49	MINOR THOROUGHFARE	CITY
25TH STREET	U.S. HIGHWAY 49	22ND AVENUE	MINOR THOROUGHFARE	CITY
25TH STREET	22ND AVENUE	20TH AVENUE	MINOR THOROUGHFARE	CITY
25TH STREET	20TH AVENUE	THREE RIVERS ROAD (P)	MINOR THOROUGHFARE	CITY
25TH STREET (P)	PROPOSED ROAD	U.S. HIGHWAY 49	MINOR THOROUGHFARE	CITY
34TH STREET	U.S. HIGHWAY 49	THREE RIVERS ROAD (P)	MINOR THOROUGHFARE	CITY
34TH STREET	THREE RIVERS ROAD (P)	HEWES AVENUE	MINOR THOROUGHFARE	CITY
34TH STREET	28TH STREET	25TH STREET	MINOR THOROUGHFARE	CITY
20TH AVENUE	25TH STREET	22ND STREET	MINOR THOROUGHFARE	CITY
20TH AVENUE	22ND STREET	19TH STREET	MINOR THOROUGHFARE	CITY
20TH AVENUE	19TH STREET	17TH STREET	MINOR THOROUGHFARE	CITY
20TH AVENUE	17TH STREET	U.S. HIGHWAY 90	MINOR THOROUGHFARE	CITY
22ND AVENUE	34TH STREET	28TH STREET	MINOR THOROUGHFARE	CITY
22ND AVENUE	28TH STREET	25TH STREET	MINOR THOROUGHFARE	CITY
22ND AVENUE	25TH STREET	22ND STREET	MINOR THOROUGHFARE	CITY
22ND AVENUE	22ND STREET	19TH STREET	MINOR THOROUGHFARE	CITY
22ND AVENUE	19TH STREET	17TH STREET	MINOR THOROUGHFARE	CITY

(P) - PROPOSED ROAD

JOSEPH A. LUSTECK & ASSOCIATES, INC.
REAL ESTATE / PLANNING CONSULTANTS



 Site

 US or State Highway

 Street

 Alley

 Railroad

 Parcels

 Buildings

 Water Features

Zoning

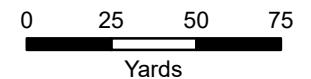
 B-2 - General Business District

 I-1 - Light Industry District

R-2 - Single Family

 Residence District (Medium Density)

0811D-04-009.000
Zoning: I-1 (Lights industry)
Size: 2.51 acres
Flood: X



1 inch = 170 feet



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



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

APPLICATION FOR APPEALS

Property Information

TAX PARCEL #

0	8	1	1	D

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0	4

 -

0	0	9

 .

0	0	0

(If necessary, use separate sheet of paper)

For Staff Use Only

Case File #: 2211PC204

Date Received: 10/3/2022

Receipt #: _____

Received By: _____

Zoning: I-1

Ward: 1 Flood: X

Size: 2.51 acres

Address of Property Involved: 3112 Pass Road, Gulfport, MS 39501

Lot(s) _____, Block(s) _____, Subdivision Gulfport City of Blks 1-64

General Location: Across the Street from 32ND AV & 31ST AV meet Pass Rd

GENERAL DESCRIPTION OF APPEAL:

Hi, I would like to maintain the same like and kind metal exterior (26 gauge R-panel metal panel) on this facility. My Reasoning to keep the same like and kind material so that I maintain the same look for all 3 buildings. My

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

3112 Pass Rd LLC
Printed Name Of Owner

1203 Center Street

Mailing Address

New Iberia LA 70560

City State Zip code

337-201-0891

Home Phone Work/Cell Phone

estimating@fremingco.com

Email

[Signature]

Signature Of Owner

Printed Name Of Agent

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

Signature Of Agent

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

☐

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

Page 2

General Description of Appeal! Continued:

My Plan is to have all buildings painted anew crisp white, like my rendering. Painting the buildings will tie everything together and brighten up the area.

Please consider that my appeal be approved and I be granted to use the existing facade.

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) Ronald J Fremin II
ADDRESS (STREET, CITY, STATE, ZIP CODE) 1203 Center Street, New Iberia, LA 70560
PHONE # (H) _____ (WK/CELL) 337-201-0891
TAX PARCEL NUMBER(S) OWNED 08117-04-009.000
SIGNATURE: 

NAME OF OWNER (PRINT) _____
ADDRESS (STREET, CITY, STATE, ZIP CODE) _____
PHONE # (H) _____ (WK/CELL) _____
TAX PARCEL NUMBER(S) OWNED _____
SIGN: _____

NAME OF OWNER (PRINT) _____
ADDRESS (STREET, CITY, STATE, ZIP CODE) _____
PHONE # (H) _____ (WK/CELL) _____
TAX PARCEL NUMBER(S) OWNED _____
SIGNATURE: _____

(Use additional forms as needed)

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



**URBAN DEVELOPMENT
BUILDING CODE SERVICES**

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5790
Fax: 228-868-5816

Wm. H. Hardy Building
1410 24th Ave.
Gulfport, MS 39501

Building Code Plan Review

Note: The following review is based on the 2018 Edition of the International Building Code, International Plumbing Code, International Mechanical Code, International Fire Code, 2014 ICC 600, 2017 NFPA 70 National Electrical Code and the NFPA 101 Life Safety Code, 2018 Edition, or the International Residential Code 2018 Edition for R3.

This review was conducted by Mike Edwards. I can be reached at 228-868-5790 between the hours of 8:00 am and 5:00 pm Monday through Friday. If our understanding of the project is in error, if you have any questions or if you would like clarification of any comments, please call.

Project Name & Address: 3112 Pass Road Bld. A

Owner of Building: Safe Storage
Design Professional: Required

Phone: ()
FAX: ()

Construction Company: Fremin Contractors
Phone: 337-365-2047
FAX: Email: estimating@fremingc.com

Contact Person:

Date of Review:

Tax Parcel #: 0811D-04-009.000

Permit# 202201808

Valuation: \$225,400

Fax 337-364-9134

Scope of Work: Remodel of Existing Building

STATUS:

Building: Pending

Planning: Pending

Engineering:

Fire: Pending

SEE CORRECTIONS OR ADDITIONAL INFORMATION NEEDED.

Communication History:

- Faxed to –

International Building Code 2012 Information & General Data:

- 1) Classification of Occupancy: S1 Use Class: S1
- 2) Occupation Class: Storage
- 3) Group: S
- 4) Occupant Load (load/occ.sf,g or n): 37
- 5) Fire District (App, F)
- 6) Minimum Type of Construction (Type, protection, sprinkler): IIIB
unprotected and sprinkled.
- 7) Height allowed (maximum/actual): / 16
- 8) Number of stories (maximum/actual): /1
- 9) Square Footage (maximum/actual): / 11250
- 10) Sprinklers Required?: No
- 11) Alarm System Required? No
- 12) Modifications:
- 13) F.F.E.: Existing
- 14) Flood Zone (FIRM): X
- 15) Separation distance from property line (real or assumed) & Table 602 requirement
for Bearing/Non Bearing, (distance, hour rate, & % openings) :
 - a) Front ():
 - b) Rear ():
 - c) Right ():
 - d) Left ():

CORRECTIONS OR ADDITIONAL INFORMATION NEEDED:

BUILDING:

- 1) Provide Smoke Shut down on HVAC equipment.
- 2) Provide ADA Approach access at doors, currently they do not comply.
- 3) ADA parking needs to be reversed

- 4) Provide Fire extinguisher locations.
- 5) Eng. Plans required.
- 6) Provide Service Sink and one high / low water fountain. See International Plumbing Code Sections 403 and 410

PLANNING:

1. Color facade needs to be submitted.
2. Parking spaces on the south of the building cannot back directly into the right of way.
3. Site requires 10% greenspace.
4. All refuse and recycling containers should be placed within screened storage areas or enclosures that are designed consistent with current City waste management standards.
5. Trash enclosures should be located remotely from project access points, building entries, public view corridors, and main circulation paths, but must be accessible to truck traffic for pick up. Enclosures should be constructed of six foot high masonry walls with solid metal gates or wood gates. Enclosure finishes should match the building in color and texture and should include stonework, landscaping, wood and other natural elements.
6. Use of native, drought tolerant species is preferred.
7. Lighting plan needs to be submitted.
8. Levels of illumination should be responsive to the type and level of anticipated activity, without under or over-illuminating the area. Lighting levels should be limited to the minimum levels necessary to provide public safety. Lighting fixtures should be thoughtfully placed to avoid light spillage and glare and designed to minimize disturbances to all residential units on and off-site, on adjacent properties.
9. Levels of illumination should be responsive to the type and level of anticipated activity, without under or over-illuminating the area. Lighting levels should be limited to the minimum levels necessary to provide public safety. Lighting fixtures should be thoughtfully placed to avoid light spillage and glare and designed to minimize disturbances to all residential units on and off-site, on adjacent properties.
10. Facade colors should be neutral or muted colors. The use of bright "primary" colors should be prohibited. Accent colors may be brighter and more intense but should harmonize with the dominant building color.
11. Predominant exterior building material surfaces should be high quality materials, including, but not limited to, architectural block, brick, concrete with an architectural finish, stucco, glass, wood, sandstone, or other native stone and tinted/textured concrete masonry units. Exterior building materials should not include unfinished or unpainted concrete panels, metal panels or smooth face concrete block.
12. Public street sidewalks should be placed so that a minimum of six (6) feet exists between the sidewalk and back of curb to allow for streetscape planting and shading when feasible.
13. Public sidewalks and parking areas should be connected to primary building entries by pedestrian walkways.
14. Parking rows should contain no more than ten (10) parking spaces uninterrupted by a landscaped island. Landscape islands should measure a minimum of eight (8) feet in width and eight (8) feet in length.

OPERATING AGREEMENT
FOR
3112 PASS RD, LLC,
A MULTI-MEMBER LLC

The undersigned, currently the sole member of the company, does hereby enter into this contract and operating agreement for operation of the above named limited liability company, hereinafter referred to as the "company" or "entity".

I.

Contract and Intent of the Parties

This operating agreement is a contract between its parties, Flat's Holdings, LLC and Big Easy Investments, LLC and is enforceable against any party who violates its terms. All members must sign this operating agreement as a condition precedent of membership.

It is the specific intent of the parties to this operating agreement to form a limited liability company that is to be treated as a disregarded entity until additional members, if any, gain membership and then the intent is that the entity be classified as a partnership for federal income tax purposes.

II.

Office

The principal office of the company is located at 1203 Center St., New Iberia, LA 70560. The company may have such other offices, either within or without the state as the members may designate or as the business of the company may require.

III.

Purpose

This limited liability company trust is organized solely to conduct any lawful business except insurance or acting as a financial institution as defined by the Limited Liability Company act of the state of Mississippi or its successor statute.

IV.

Duration of the Company

The company shall commence immediately, upon the filing of the articles of organization with the Office of the Mississippi Secretary of State and shall have a perpetual term.

V.

Allocation of Profits and Losses

Each year when there is more than one member and prior to thirty (30) days of filing the K-1 return, the members, by majority of capital and profits interest vote shall determine who is to receive, and in what ratio, the income tax special allocations of profits and losses. When there is only one member the entity does not have standing for federal partnership tax treatment, but rather, is treated as a disregarded entity. Therefore, the sole member treats the profits and losses for federal income tax purposes on the member's personal return.

VI.

Capital Contributions

When, if ever, there is more than one member, then the undersigned members agree that there is no minimum capital contribution is required to become a member. However, as the needs of the company require, the member(s) agree to share in all post formation capital contributions, profits, and surplus of the company according to the percentage of their beneficial interest. *New members may be required to make a capital contribution as a condition of becoming a member.* Conditions of membership are to be determined on a case by case basis by the existing members. Each member owns an undivided beneficial interest in the business and company based on their capital accounts

which are to be maintained in the following relationship:

Flats Holdings, LLC	50%
Big Easy Investments, LLC	50%

VII.

Additional Capital Contributions

When, if ever, there is more than one member, then the members may contribute in proportionate amounts, any additional capital deemed necessary for the operation of the company, provided, however, that in the event any member deems it advisable to refuse or fails to contribute his share of any or all of the additional capital, then the other members or any one of them may contribute the additional capital not paid in by such refusing member and shall receive therefore an increase in the proportionate share of the member's interest or interest in the entire company in direct proportion to the said additional capital contributed. Unless otherwise agreed, the right to make up additional capital contributions of a refusing member shall be available in the same order as the right to purchase in the case of withdrawal or death of a member, as set forth in paragraphs XVII and XVIII.

VIII.

Division of Profits and Losses

When, if ever, there is more than one member then each of the members shall own a profit interest in the company as set forth in paragraph VI, entitled "Capital Contributions", except as the same may hereafter vary or change as provided in paragraph VII, entitled "Additional Capital Contributions". When there is more than one member, all profits of the company enterprise shall be shared by each of said members according to their respective percentage of capital interest. A separate capital account shall be maintained for each member. No member shall make any withdrawals from capital without prior approval of the company. If the capital account of the member becomes impaired, his share of subsequent company profits shall be first credited to his capital account until that account has been restored.

IX.

Rights and Duties of the Parties

This entity is to be member managed. When there is more than one member, company decisions and actions shall be decided by a vote of majority-in-capital interest of the membership, at meetings regularly called with notice to all members. For purposes of determining a "majority-in-capital interest", a member's interest will be his capital interests as set forth in paragraph VI, and a majority will mean more than fifty percent (50%).

X.

Costs and Expenses

Except herein provided, no member owner shall be separately compensated on a salaried basis for service performed in carrying out the operation of the company. No salaries or individual compensation shall be otherwise payable, without consent of the company, for the normal management. Although the company shall, at all times, employ non-members at a designated salary, members may act in any capacity and serve with or without compensation.

XI.

Member Duties and Restrictions

A) When, if ever, there is more than one member then no member, without the consent of the members or pursuant to this agreement may endorse any note or act as an accommodation party, or otherwise become surety for any person in any transaction involving this company. Without the consent of the company or pursuant to this agreement no member, when there is more than one member, shall on behalf of the company borrow or lend money, or make, deliver or accept any commercial paper, or execute any mortgage, security agreement, bond, or lease, or purchase or contract to purchase, or sell or contract to sell any property for or of the company. If there is more than one member no member owner shall, except with the consent of the other members or pursuant to this

agreement, mortgage, grant a security interest in its share in the member's interest or in the company, its capital assets or property, or do any act detrimental to the best interest of the company or which would make it impossible to carry on the ordinary purpose of the company. When there is more than one member, the members have no authority to act for the company absent clear written authority.

B) When, if ever, there is more than one member, the company will be managed by Flats Holdings, LLC who is governed by the directives of the members. From time to time the manager pursuant to the directives of the members may allocate specific managerial activities among the various employed staff. The members will appoint at least one trustee, who will serve until replaced. When a manager is appointed, then he shall be elected annually by the members in the manner prescribed for voting in this agreement.

C) Managers, when used, are the chief executive officers of the company and responsible for the general overall supervision of the business and affairs of the company. They will preside at all meetings of the members. The managers may sign, on behalf of the company, deeds, mortgages, bonds, contracts or other instruments which have been appropriately authorized to be executed by the members, except in cases where the signing or execution is expressly delegated by the members or by this agreement or by statute to some other officer or member.

XIV.

Books

The company books shall be maintained at the company offices, to be retained by the entity, and each member shall have access thereto. The books shall be kept on a calendar year basis, and shall be closed and balanced at the end of each tax year. Each party to this operating agreement hereby covenants and agrees to cause all known business transactions pertaining to the purpose of the company, to be entered properly and completely into said books. The company is to furnish copies of annual financial statements to the members and prepare annual tax returns in a timely manner.

XV.

Insurance

During the course of the term for which this company is formed, the company shall carry liability insurance in such amounts as are deemed appropriate by the trustee as directed by the company.

XVI.

Voluntary Termination

If the company is dissolved, the members shall proceed with reasonable promptness to liquidate the company. The assets of the company shall be distributed in the following order:

- A. To pay or provide for the payment of all company liabilities to creditors other than members, and liquidating expenses and obligations;
- B. To pay debts owing to members other than for capital and profits;
- C. To pay debts owing to members in respect to capital; and
- D. To pay debts owing to members in respect to profits.

XVIII

Withdrawal of Member by Sale

When there is more than one member, any member desirous of selling his share and interest in the company shall give the right of first refusal to purchase said share and interest to the remaining members at the same price as being offered by a bona fide buyer. Each member electing to purchase has the right to purchase that percentage of the share being sold obtained by dividing his respective percentage of the company by the total percentage of all members electing to purchase.

When there is more than one member, the unanimous consent of all members is required for a member to sell his share to a non-member or for an assignee of a member to become a member.

XVIII

Death of a Member

If there is only one member and that member dies, the member's heirs shall petition a court of competent jurisdiction to appoint a conservator to wind up the entity. In the event of the death of a member when there is more than one member, then the deceased's heir or heirs shall be entitled to only succeed to the economic share and interest of the deceased member. The company may, upon unanimous consent of the remaining members, as soon as practicable, provide a document by which the remaining members personally affirm and accept all the terms, conditions and provisions of this operating agreement binding themselves to continue the same business, in writing.

XIX

Distributions

Prior to dissolution and at least annually as income is received by the company, its accounts determined and tax returns filed, the members shall determine funds available for distribution. Upon liquidation, a reasonable reserve as mutually determined in amount shall be established to cover follow-on or subsequent complaint and warranty construction requirements, if any. Liquidation of the company need not be delayed provided that such amounts are properly escrowed and arrangement made for performance of such services as may be required in the interest of the company. Escrows, reserves or liquidating accounts may be established as escrows or otherwise, which activity need not unduly delay the termination to the company for all other purposes.

XX.

Amendment of Operating Agreement

When there is more than one member, this operating agreement may be altered, amended or repealed and a new operating agreement may be adopted only by a majority vote of the membership at any annual, regular or special meeting of the members.

XXI.

Violation of this Operating Agreement

When there is more than one member, any member who violates any term, condition, or provision of this operating agreement shall keep and save harmless the company's property and shall also indemnify the other members from any and all claims, demands and actions of every kind and nature whatsoever which may arise out of or by reason of such violation of any terms and conditions of this operating agreement.

XXII

Capital Accounts-Income and Credits of Members

When there is more than one member, the company shall maintain for each member a capital account which reflects that member's separate distributive share, whether or not distributed, of each class or item of the company income, gain, loss, deduction, or credit described in the IRS sections 702 and 704. If it is determined that a member's allocation of income, gain, loss, deduction, or credit does not have substantial economic effect then his distributive share of such income, gain, loss, deduction, or credit shall be determined in accordance with his interest in the entity. Any special allocations of income, gain, loss or deduction for each member are to be specified in an exhibit to this agreement. Upon liquidation, members must restore any deficits in offset provisions of the IRS Code that specifically allocated later income to members with negative capital accounts.

XXIV.

Foreign Qualifications

Management shall not permit the company to engage in any business outside the state of Mississippi unless and until the company has complied with the requirements necessary to qualify the company as a foreign limited liability company in the jurisdiction

in which the company shall conduct business.

XXV.
Lack of Authority

When there is more than one member, no member or manager has the authority or power to act for or on behalf of the company, to do any act that would be binding on the company, or to incur any expenditure that has not been approved by a majority interest or such greater interest required by the operating agreement, the articles of organization or applicable law.

XXVI.
Counterparts

This operating agreement may be executed with counterparts, all of which shall be deemed to be one and the same instrument, and it shall be sufficient for each party to have executed at least one, but not necessarily the same counterpart.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective this
21st day of January, 2022.

MANAGER & MEMBER:



Flats Holdings, LLC by Ronald Fremin as Agent

MEMBER:



Big Easy Investments, LLC by Chris Genard as Agent



Michael Watson
SECRETARY OF STATE

Invoice Number: 15050922

Invoice Date: 01/21/2022

Customer Information

Paracorp Incorporated
2804 GATEWAY OAKS DR STE 200
SACRAMENTO, CA 95833-4346

Description	Tracking Number	Qty	Item Cost	Amount Paid
LLC - Online	2022026856		\$ 50.00	\$ 50.00
MSI Transaction Fee			\$ 3.14	\$ 3.14
Payment Details				
			Invoice Total:	\$ 53.14
			Payment Total:	\$ 53.14
			Amount Due:	\$ 0.00
Payment Method				
Payment Type: Credit Card				

Include invoice number on all correspondence and send to:

Mississippi Secretary of State's Office
P.O. Box 136
Jackson, MS 39205

To discuss payment for Corporation items
call:
(601) 359-1633

F0100
Fee: \$ 50



Michael Watson
SECRETARY OF STATE

2022026856

Business ID: 1320698
Filed: 01/21/2022 02:30 PM
Michael Watson
Secretary of State

Mississippi Limited Liability Company Certificate of Formation

Business Information

Business Type: Limited Liability Company
Business Name: 3112 Pass Rd LLC
Business Email: chris@genardcompany.com

NAICS Code/Nature of Business

531390 - Other Activities Related to Real Estate

Registered Agent

Name: Paracorp Incorporated
Address: 248 E. Capitol Street, Suite 840
Jackson, MS 39201

Signature

The undersigned certifies that:

- 1) he/she has notified the above-named registered agent of this appointment;
- 2) he/she has provided the agent an address for the company, and;
- 3) the agent has agreed to serve as registered agent for this company

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day **01/21/2022**.

Name:
Keith J. Naccari
Organizer

Address:
935 Gravier St. Suite 2020
New Orleans, LA 70112

State of Mississippi

Certificate of Formation

Acting under the authority vested in me as Secretary of State by the Constitution and Laws of this State,
I do hereby certify the following has satisfied all conditions precedent for formation in this State.

3112 Pass Rd LLC



Given this the 21st day of January, Two Thousand and
Twenty-Two, in the Capital City of Jackson, Mississippi
under my Hand and Seal.

Michael Watson



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 01-21-2022

Employer Identification Number:
87-4570166

Form: SS-4

Number of this notice: CP 575 B

3112 PASS RD LLC
CHRIS GENARD MBR
1203 CENTER ST
NEW IBERIA, LA 70560

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 87-4570166. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065

03/15/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.



Covenant Affidavit

I, Ronald J. Freeman II, being owner or agent of the property 3112 Pass Road
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

10-3-22

Date

STATE OF LOUISIANA
STATE OF MISSISSIPPI | COUNTY OF HARRISON
Iberia Parish

Given under my hand and seal of office this the 3 day of October, 2022

Fran R. Henderson
Notary Public # 028631

Fran R. Henderson

at death

Commission Expiration



Designation of Agent

I, Ronald J Freminll, being owner of the property 3112 Pass Road
PRINT NAME PRIMARY ADDRESS OF PARCEL
which is the subject of this application hereby authorize _____ to act as my
PRINT NAME
representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning
Commission, and/or City Council, and/or permitting and licensing, as required by the City.

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

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

Signature

10-3-22

Date

Louisiana

STATE OF ~~MISSISSIPPI~~ | COUNTY OF HARRISON

Parish of Iberia

Given under my hand and seal of office this the 3 day of October, 20 22

Fran R. Henderson

Notary Public # 028638

Fran R. Henderson

at death

Commission Expiration

Appendix A

Sec. IV. - Supplementary regulations.

Sections A-D skipped for printout purposes

(E) Supplementary design standards.

- (1) *Application & review process:* For projects subject to review as defined below, applicants will be required to submit proposed site plans, landscape plans, building elevations, photographs of adjacent and surrounding properties, and information regarding proposed building materials. Such information will be used as the basis for a determination of compliance or non-compliance with applicable design standards.

Upon review of applications, staff may deem a project not in compliance with applicable design standards and forward the application to the Architectural Review Committee (ARC) for review. The ARC will review the application and prepare a determination of compliance or non-compliance with applicable design standards. For projects the ARC finds the project not in compliance, the applicant may revise plans and resubmit for staff review or appeal the decision to the planning commission.

The planning commission will review such applications and prepare a determination of compliance or non-compliance. If the planning commission finds the project not in compliance, the decision may be appealed to the city council by filing with staff a written notice of appeal specifying the decision from which the appeal is taken. A decision of the city council may be appealed to the court of jurisdiction as provided in the Mississippi Code of 1972, as amended.

Section (2) skipped for printout purposes

(3) Commercial projects.

The standards of this section apply to commercial and mixed use building project meeting the following criteria:

New and Renovated Buildings along Commercial and Mixed Use Corridors. New construction of a building or major renovation or addition to an existing building valued greater than fifty thousand (\$50,000.00) dollars intended for commercial, office, hotel/motel, or other commercial or mixed use on a property fronting on or visible from a public roadway designated as an arterial or major collector in the city's comprehensive plan.

(a) Design Standards.

1. Site design.

1.1. General.

- i. All projects should ensure natural features, other site features, relationship to adjacent buildings, land uses, and street have been appropriately incorporated into the design and selection of the best location for a building or buildings on a particular site.
- ii. Natural site amenities should be recognized. Views, trees, creeks and similar features unique to the site should be preserved and incorporated into development proposals. Such features should be considered as strong site design determinants. Disruption of existing natural features, particularly older trees, should be minimized.
- iii. Site grade elevation changes should be limited to prevent conflicts between adjoining properties and public rights-of-way.

1.2. Site planning and building placement.

- i. Projects should consider their influence on neighboring properties. Projects should be designed to contribute to the overall character, identity, and

attractiveness of a neighborhood or district and minimize impacts on nearby property zoned for lower density/intensity uses.

- ii. Pad buildings on outparcels or a portion of a main building on a site with multiple buildings should be located along street frontages to add definition to the streetscape.
- iii. Buildings on corner sites should consider both street frontages, with precedence to the primary street.
- iv. Buildings in the interior of large sites should be placed to form a consistent, distinct edge along interior drives and pedestrian pathways and be arranged to define public and semipublic spaces such as gardens and courtyards.
- v. Buildings serving common purposes in multiple-family projects should be placed in a prominent location and help define public spaces, terminate vistas, and screen service drives and areas.

1.3. *Building orientation and entries.*

- i. Buildings should be arranged along the perimeter of large sites with primary façades and entryways oriented to public streets and the intersections of major roads and site access drives.
- ii. Primary building entries should be clearly defined and highly visible.
- iii. For commercial buildings with multiple retail spaces, individual retail spaces on the ground floor should have their own separate entry, unless it is an interior mall entrance case, at the front of the building oriented to a street, parking area or service drive. Retail uses may have secondary entries in the rear of the building.
- iv. Detached buildings in a multiple-family residential project or mixed use buildings with upper story residential should be located so that primary ground floor entries to units open onto landscaped patios, stoops, dooryards, or courtyards.
- v. Separate entries for ground-floor residential units facing streets and sidewalks are encouraged. Rear and side units should have yard depths sufficient to create adequate separation from service and parking areas.

1.4. *Fencing and screening.*

- i. Fencing materials and colors should complement the building's architectural style and utilize the prevalent materials and design for the building and the neighborhood. Materials and finishes should be durable and easily maintained. Brick, wood, stucco or wrought iron are the preferred materials. Chain link fence at the rear or storage areas at the rear of structures may be uses.
- ii. Screening should be accomplished using materials consistent with the building façades so the visual and acoustic impacts are contained and out of view or hearing from adjacent properties and public.

1.5. *Storage, utilities, and mechanical equipment.*

- i. Areas for outdoor storage, trash, recycling, and truck loading should be incorporated into the overall design of the building and site.
- ii. All refuse and recycling containers should be placed within screened storage areas or enclosures that are designed consistent with current city waste management standards.
- iii. Trash enclosures should be located remotely from project access points, building entries, public view corridors, and main circulation paths, but must be accessible to truck traffic for pick up. Enclosures should be constructed of six (6) foot high masonry walls with solid metal gates or wood gates. Enclosure finishes should

match the building in color and texture and should include stonework, landscaping, wood and other natural elements.

- iv. Elevator penthouses, HVAC units and other roof-mounted equipment should be from view of adjacent properties, roads and pedestrian areas by a parapet wall and located on the side or rear of the building(s) to limit street visibility. Mechanical penthouses and parapet walls should be designed to complement façade designs and be clad in the same materials as the façade. Where such equipment will be visible from adjacent buildings or rear parking areas, the equipment must be mounted to be as unobtrusive as possible and painted to match finish roof materials.

1.6. *Landscaping.*

- i. Landscaping should be designed to delineate outdoor spaces, reinforce architectural themes, strengthen the sense of place of a district or corridor, screen services and parking from public view, and ease transitions among adjacent uses.
- ii. Landscape designs should provide for clear lines of site and allow for the informal surveillance of sidewalks, pedestrian paths, public spaces, building entries, and other areas where public use is anticipated.
- iii. Where possible, existing landscape elements should be incorporated and preserved. Healthy mature trees and tree groupings should be preserved as design determinants. Mature trees on project sites should be protected and preserved as per City of Gulfport tree preservation standards.
- iv. Along public street frontages, landscape designs should continue or complement treatments on adjacent properties and reinforce the overall landscape character of the corridor or district.
- v. Planting trees, shrubs, vines, and ground cover in combination with strategically placed screen walls should be used to for screening.
- vi. Use of native, drought tolerant species is preferred.
- vii. Automatic irrigation is preferred for all landscape areas.

1.7. *Public spaces.*

- i. Public spaces should incorporate built and natural amenities, including water features, sun, shade, sitting areas, and landscaping.
- ii. Public spaces should be designed to human or pedestrian scale.

1.8. *Site and architectural lighting.*

- i. Levels of illumination should be responsive to the type and level of anticipated activity, without under or over-illuminating the area. Lighting levels should be limited to the minimum levels necessary to provide public safety. Lighting fixtures should be thoughtfully placed to avoid light spillage and glare and designed to minimize disturbances to all residential units on and off-site, on adjacent properties.
- ii. In addition to ensuring that public safety and security are met, exterior lighting should be designed to create a comfortable and attractive pedestrian environment.
- iii. Light standards, poles, and other fixtures should be designed as a "family" of fixtures and complement the architecture of the project and surrounding area. Lighting should be of durable and vandal-resistant materials and construction. Energy-efficient lighting should be used. *Industrial style lighting, such as flood lighting or fluorescent lighting, is discouraged.*

- i. High levels of ground floor transparency are encouraged along streets planned for pedestrian use. In such locations, at least fifty (50) percent of the ground floor wall area should consist of windows, arranged primarily as large storefront display windows. Glass should be clear, not reflective.
- ii. Windows should maintain coherent and consistent rhythms, both vertically and horizontally. Upper-floor windows should be vertically oriented, or taller than they are wide. Also, each window should be individually articulated and should not form long horizontal or vertical bands.
- iii. Windows and doors should not be flush with solid building surfaces, but rather should be recessed at least four (4) inches from the outside wall plane.
- iv. The installation of security window bars is discouraged and should not be used on windows directly facing a street. They detract from the architectural beauty of the neighborhood and present an image of instability and fear. Security gates for storefront businesses should be located inside buildings, not outside.

2.7. *Materials and finishes.*

- i. There should be a visual distinction between the base (ground-floor façades), middle (upper-level floors) and top of buildings. This can be accomplished by using different materials and/or colors for storefronts and upper stories.
- ii. Predominant exterior building material surfaces should be high quality materials, including, but not limited to, architectural block, brick, concrete with an architectural finish, stucco, glass, wood, sandstone, or other native stone and tinted/textured concrete masonry units. Exterior building materials should not include unfinished or unpainted concrete panels, metal panels or smooth face concrete block.
- iii. Storefront primary cladding materials should be brick, stone, or carved wood panels. Wood, when used, should be painted or stained. Doors should match storefront window frames, and should be made of crafted wood, stainless steel, bronze, or other ornamental metals.
- iv. Façade colors should be neutral or muted colors. The use of bright "primary" colors should be prohibited. Accent colors may be brighter and more intense but should harmonize with the dominant building color.
- v. For additions or renovations of existing buildings, siding and detail materials used should generally match or be consistent with the original building materials.

2.8. *Elevated buildings.*

- i. Foundations of elevated buildings are integral parts of the building and should be integrated with and complementary to the building.
- ii. The placement and composition of foundation architectural elements including structural supports, screening, and other architectural elements should coincide with prominent external façade design elements including columns, posts, colonnades, trim details, or other vertical elements.
- iii. Filling sites to more than two (2) feet above adjacent sidewalks, street grades or lots is generally discouraged. A site's finished grade should match existing topography wherever possible.
- iv. The configuration and type of pedestrian access (i.e. porch, stairs, landings, ramps, and walkways) should be determined by site's required setbacks, other site features including parking and vehicular access features, and compatibility with and proximity to adjacent properties.

- v. Open foundations with piers or piles supporting buildings should be fitted with nonstructural, architectural screening panels or breakaway walls to match the overall architectural design of the building. At a minimum, piers or piles should be painted or wrapped with architectural molding or trim.
- vi. Landscape screening should complement the architectural elements of the building including architectural screening and pedestrian access elements and represent part of an overall strategy for mitigating the effects of elevated buildings.

3. *Access and parking.*

3.1. *General.*

- i. Sites should be designed to provide clearly identifiable pedestrian and vehicular access, integrate and separate the needs of pedestrians and vehicles, provide aisle circulation patterns with avoidance of dead-end aisles, and provide or address the potential of interconnection between adjacent similar uses.
- ii. Projects should provide safe, convenient, and relatively direct pedestrian linkages with public streets and sidewalks, existing and planned transit stops, and adjacent properties of like uses.
- iii. Separate vehicular and pedestrian circulation systems should be provided for larger projects. Pedestrian access to residential developments generally should not utilize driveways and pick-up areas.
- iv. Pedestrian linkages between uses in commercial developments should be emphasized, including distinct pedestrian access from parking areas in large commercial developments such as shopping centers.

3.2. *Vehicular access and circulation.*

- i. Adjacent developments should have coordinated access points whenever possible and internal and new streets should connect to existing streets or be designed to facilitate future connections to the maximum extent possible.
- ii. Where possible, vehicular access to the site should be provided from side streets or alleys. For corner lots, access should be provided from both streets.
- iii. Internal street systems should be required for sites containing multiple buildings. Internal streets should be designed as public streets with typical streetscape design elements, including street trees in planting strips, sidewalks, and pedestrian lighting.
- iv. On-site vehicle circulation should be designed to discourage speeding throughout parking areas to minimize the potential conflict with pedestrians and parked vehicles.

3.3. *Pedestrian access and walkways.*

- i. Projects should provide safe and efficient access for pedestrians to the street, public transportation systems and adjacent neighborhoods or developments.
- ii. New developments should provide continuous pedestrian sidewalks along public rights-of-way.
- iii. Public street sidewalks should be placed so that a minimum of six (6) feet exists between the sidewalk and back of curb to allow for streetscape planting and shading when feasible.
- iv. In locations where insufficient public right-of-way exists to accommodate a landscape area and sidewalk, such improvements should be provided in a recorded public access easement.

- v. Public sidewalks and parking areas should be connected to primary building entries by pedestrian walkways.
- vi. Pedestrian crosswalks should be provided across internal drives and through parking divider islands and planting beds.
- vii. Pedestrian walks should generally be four (4) feet in width and made of unit pavers or brush finish or sand blasted concrete and meet design standards for public sidewalks, including ADA compliancy. Painting or imprinting walkways or use of asphalt is not recommended.
- viii. Where bicycle lanes, routes, or pathways exist or are planned, new projects should incorporate connections into the project design.

3.4. *Parking location and design.*

- i. For commercial and mixed use projects, parking should be placed on the side or rear of buildings, screened from public view if feasible, and located to avoid conflict with pedestrian walks and truck loading or service areas.
- ii. For large-scale commercial projects, parking lots should be distributed around the building to reduce the overall scale of the parking area and provide convenient access to the building entry.
- iii. Parking areas should be connected to primary building entries by pedestrian walkway corridors and organized in clearly defined grouping of spaces separated by landscaping or by design components of the site or building.
- iv. To reduce heat gain in parking areas, the use of shade trees in parking islands or along landscape buffers is required.
- v. Parking rows should contain no more than ten (10) parking spaces uninterrupted by a landscaped island. Landscape islands should measure a minimum of eight (8) feet in width and eight (8) feet in length.

3.5. *Drive-thru windows and service areas.*

- i. Loading and service areas for delivery or transfer of merchandise including vehicle access to those areas should be screened from public view by a combination of building design, layout, masonry walls, and dense landscaping.
- ii. Commercial auto repair garages, tire stores, service stations, car washes, convenience stores, banks, restaurants and all types of buildings with drive-thru lanes and auto service facilities should be oriented to avoid service bays and drive-thru lanes fronting on public streets if feasible.

(Ord. No. 1545, § 1, 1-6-81; Ord. No. 1558, § 1, 3-4-81; Ord. No. 1574, § 1, 9-29-81; Ord. No. 1598, § 1, 7-6-82; Ord. No. 1634, § 1, 9-20-83; Ord. No. 1650, § 1, 1-17-84; Ord. No. 1864, § 1, 12-19-89; Ord. No. 1873, § 1, 3-6-90; Ord. No. 1915, § 1, 11-17-92; Ord. No. 2048, 5-7-96; Ord. No. 2075, § 1, 3-4-97; Ord. No. 2119, § 1, 12-16-97; Ord. No. 2127, § 1, 2-17-98; Ord. No. 2462, § 1, 3-7-06; Ord. No. 2617, § 2, 1-15-09; Ord. No. 2682, § 1, 6-22-10; Ord. No. 2689, §§ 3, 4, 7-20-10; Ord. No. 2691, §§ 1C—1E, 8-3-10; Ord. No. 2733, 11-3-11)

Cross reference— Buildings, Ch. 3; motor vehicles and traffic, Ch. 6; water and sewers, Ch. 11; flood control, App. B; food and food handlers, § 4-56 et seq.; garbage, trash and weeds, § 4-141 et seq.; trailer camps, § 5-86 et seq.; signs, § 9-76 et seq.; fire prevention and protection, § 10-26 et seq.

SCANNED



J1 - GULFPORT DISTRICT
Instrument 2022-0002674-T-J1
Filed/Recorded 02/02/2022 3:16:01 PM
Total Fees 46.00
25 Pages Recorded

Space Above Line for Official Use Only

Prepared by and Return to: Richard A. Wright Jones Walker LLP 11 North Water Street, Suite 1200 Mobile, Alabama 36602-5027 (251) 432-1414 Consultation for MS Law Compliance Purposes With: Gina Jacobs, MS Bar No. 2981 Jones Walker LLP 190 East Capitol Street, Ste. 800 Jackson, Mississippi 39201 (601) 506-1646	Borrower: 3112 PASS RD, LLC 1203 Center Street New Iberia, LA 70560 Attn: Christopher L. Genard (504) 533-8868	Lender: BANKPLUS 1 St. Louis Street, Suite 4200 Mobile, Alabama 36602 Attn: Crystal Linares (251) 263-0571
Trustee: Gina Jacobs Jones Walker LLP 190 East Capitol Street, Ste. 800 Jackson, Mississippi 39201 (601) 506-1646		
Indexing Instructions: That certain parcel of land situated in Northwest ¼ of 1/4 Section 4, Township 8 South, Range 11 West, Harrison County, Mississippi, containing 2.57 acres more or less.		

STATE OF MISSISSIPPI

COUNTY OF HARRISON

**DEED OF TRUST,
ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND
FIXTURE FILING**

**THIS DEED OF TRUST SECURES A LOAN
TO BE USED PRIMARILY FOR COMMERCIAL PURPOSES**

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Deed of Trust") is made effective January 25, 2022, by 3112 PASS RD, LLC, a Mississippi limited liability company (the "Borrower"), as grantor, with an address at 3021 Franklin Ave., New Orleans, Louisiana 70122 to Gina Jacobs, an individual (the "Trustee"), as trustee, with an address at Jones Walker LLP, 109 East Capital Street, Ste. 800, Jackson, Mississippi 39201, for the benefit of BANKPLUS, a Mississippi banking corporation (the "Lender"), with an address at 1 St. Louis Street, Suite 4200, Mobile, Alabama 36602, as beneficiary of this Deed of Trust.

RECITALS

WHEREAS, the Borrower is the owner of a certain tract or parcel of land described in Exhibit A attached hereto and made a part hereof, together with the improvements hereafter erected thereon, said land and improvements; and

WHEREAS, the Borrower is delivering this Deed of Trust as collateral security for a borrowing from the Lender in a principal amount not to exceed One Million One Hundred Ninety Thousand Thirty Eight and 00/100 Dollars (\$1,190,038.00)(the "Loan"), which Loan is (i) made pursuant to that certain Construction Loan Agreement of even date herewith between the Borrower and the Lender (as the same may be amended, supplemented or replaced from time to time, the "Loan Agreement"), and (ii) evidenced by a promissory note executed by the Borrower in favor of the Lender dated of even date herewith, with a stated initial maturity date of January 25, 2027 and any extensions, renewals, modifications and replacements thereof (as the same may be amended, supplemented or replaced from time to time, the "Note"); and

WHEREAS, all capitalized terms that are not otherwise defined herein shall have the meanings defined for them in the Loan Agreement.

AGREEMENT

NOW, THEREFORE, for the purpose of securing the payment and performance of the Loan and Borrower's other obligations, as defined in the Loan Agreement, the Borrower, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, does hereby give, grant, bargain, sell, convey, assign, transfer, hypothecate, pledge, set over and confirm unto the Trustee, the Trustee's successors and assigns, in trust with power of sale and the right of entry and possession, for the benefit of the Lender, all of the Borrower's right, title, estate, claim and interest in the following described property, all accessions and additions thereto, all substitutions therefor and replacements and proceeds thereof, and all reversions and remainders of such property now owned or held or hereafter acquired (collectively, the "Property"), to wit:

(a) All of the Borrower's estate in the premises described in Exhibit A, together with all of the Borrower's right, title and interest in easements, rights of way, privileges, liberties, hereditaments, gores, streets, alleys, passages, ways, waters, watercourses, air rights, oil rights, gas rights, mineral rights and all other rights and appurtenances thereunto belonging or appertaining, and all of the Borrower's estate, right, title, interest, claim and demand therein and in the public streets and ways adjacent thereto, either in law or in equity (the "Land");

(b) All of the Borrower's right, title and interest in the buildings, structures and improvements of every kind and description hereafter erected or placed on the Land, and all of the Borrower's right, title and interest in the facilities, fixtures, machinery, apparatus, appliances, installations,

machinery, equipment and other goods, including all building materials to be incorporated into such buildings, all electrical equipment necessary for the operation of such buildings and heating, air conditioning and plumbing equipment hereafter attached to, located in or used in connection with those buildings, structures or other improvements, and expressly excluding from the foregoing, any right, title or interest of any tenant of any portion of the Property in any portion of the foregoing (the "Improvements");

(c) All rents, income, issues and profits arising or issuing from the Land and the Improvements and advantages and claims against guarantors of any Leases (defined below) (the "Rents") including the Rents arising or issuing from all of the Borrower's right, title and interest in the leases, licenses, subleases or any other use or occupancy agreement now or hereafter entered into covering all or any part of the Land and Improvements, including without limitation the Lease Agreement (the "Leases"). The foregoing assignment shall include all cash or securities deposited under Leases to secure performance of lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more installments of rent coming due prior to the expiration of such terms. The foregoing assignment extends to Rents arising both before and after the commencement by or against the Borrower of any case or proceeding under any Federal or State bankruptcy, insolvency or similar law, and is intended as an absolute assignment and not merely the granting of a security interest. The Borrower, however, shall have a license to collect retain and use the Rents so long as no Event of Default shall have occurred and be continuing or shall exist. The Borrower will execute and deliver to the Lender, on demand, such additional assignments and instruments as the Lender may require to implement, confirm, maintain and continue the assignment of Rents hereunder;

(d) All personal property of the Borrower, to the extent same is used exclusively in connection with, or arises or issues exclusively from, the Land and the Improvements, including the following, all whether now owned or hereafter acquired or arising and wherever located (the "UCC Collateral"): (i) deposit accounts; (ii) inventory, including raw materials, work in process, or materials used or consumed in Borrower's business, items held for sale or lease or furnished or to be furnished under contracts of service, sale or lease, goods that are returned, reclaimed or repossessed; (iii) goods of every nature, including stock-in-trade and computer programs embedded in such goods; (iv) equipment, including machinery, vehicles and furniture; (v) fixtures; (vi) general intangibles, of every kind and description; (vii) all property of the Borrower now or hereafter in the Lender's possession or in transit to or from, or under the custody or control of, the Lender or any affiliate thereof; (viii) all cash and cash equivalents thereof; and (ix) all cash and noncash proceeds (including insurance proceeds) of all of the foregoing property, all products thereof and all additions and accessions thereto, substitutions therefor and replacements thereof.

(e) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and

TO HAVE AND TO HOLD the Property and all other interests described above unto and to the use and benefit of the Trustee and its successors and assigns, forever, and Borrower does hereby bind itself, its successors and assigns to **WARRANT AND FOREVER DEFEND** its estate in the Property and unto the Trustee against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to matters on Exhibit B attached; **BUT IN TRUST, WITH POWER OF SALE AND RIGHT OF ENTRY AND POSSESSION, NEVERTHELESS** to secure to the Lender and the Trustee for the benefit of the Lender the payment and performance by the Borrower of all of the Obligations; **PROVIDED, HOWEVER,** that until the occurrence of an Event of Default, the Borrower shall have the sole right to remain in peaceful possession of the Property; **PROVIDED, FURTHER HOWEVER,** that if the Borrower and/or the Borrower shall pay, perform and satisfy in full all of the Obligations, then, in such case, the estate, right, title and interest of the Trustee and the Lender in the Property shall cease, and the Lender shall, at the Borrower's expense, deliver to the Borrower an instrument in recordable form releasing this Deed of Trust. **THIS DEED OF TRUST CONSTITUTES A SECURITY AGREEMENT AND**

FIXTURE FILING UNDER THE UCC. As security for the Obligations, the Borrower hereby grants to the Trustee and Lender a security interest in all UCC Collateral to which Article 9 of the UCC is applicable and the proceeds (cash and noncash) thereof. The Lender shall have all the rights and remedies of a secured party under said UCC with respect to such Property. The Borrower will authorize Lender to file such financing statements and other instruments as the Lender may reasonably require in order to perfect, protect and maintain such security interest under the Uniform Commercial Code, as in effect in the State of Mississippi (the "UCC") on the aforesaid UCC Collateral.

AND the Borrower covenants and agrees with and represents to the Lender as follows:

This Deed of Trust is given wholly or partly to secure any future obligations and additional loans as well as any and all present or future advances and readvances under the Loan Documents made by the Lender to or for the benefit of the Borrower, or the Property, to the fullest extent permitted by applicable law, including, without limitation: (a) principal, interest, late charges, fees and other amounts due under the Loan Documents or this Deed of Trust; (b) all advances by the Lender to the Borrower or any other person to pay costs of erection, construction, alteration, repair, restoration, maintenance and completion of any improvements on the Property; (c) all advances made or costs incurred by the Lender for the payment of real estate taxes, assessments or other governmental charges, maintenance charges, insurance premiums, appraisal charges, environmental inspection, audit, testing or compliance costs, and costs incurred by the Lender for the enforcement and protection of the Property or the lien of this Deed of Trust; and (d) all legal fees, costs and other expenses incurred by the Lender by reason of any default or otherwise in connection with the Obligations. The time period within which such future Obligations may be incurred and such future advances may be made shall not extend for more than thirty (30) years from the date of this Deed of Trust.

The Borrower agrees that if, at any time during the term of this Deed of Trust or following a foreclosure hereof (whether before or after the entry of a final account of foreclosure), the Borrower fails to perform or observe any covenant or obligation under this Deed of Trust including, without limitation, payment of any of the foregoing, then the Lender may (but shall not be obligated to) take such steps as are reasonably necessary to remedy any such nonperformance or nonobservance and provide payment thereof. All such amounts advanced by the Lender shall be added to the amount secured by this Deed of Trust and the other Loan Documents (and, if advanced after the entry of a final account of foreclosure, by such judgment of foreclosure), and shall be due and payable on demand, together with interest at the Default Rate, such interest to be calculated from the date of such advance to the date of repayment thereof.

1. **Representations and Warranties.** The Borrower represents and warrants to the Trustee and the Lender that (i) the Borrower has good and marketable title to an estate in fee simple absolute in the Land and Improvements and has all right, title and interest in all other property constituting a part of the Property, in each case free and clear of all liens and encumbrances, except as may otherwise be set forth in any loan title policy issued to Lender, and (ii) its name, type of organization, jurisdiction of organization and chief executive office address are true and complete as set forth in the heading of this Deed of Trust. This Deed of Trust is a valid and enforceable first priority lien on the Property, and the Lender shall, subject to the Borrower's right of possession prior to an Event of Default, quietly enjoy and possess the Property. The Borrower shall preserve such title as it warrants herein and the validity and priority of the lien hereof and shall forever warrant and defend the same to the Trustee and the Lender against the claims of all persons.

2. **Affirmative Covenants.** Until all of the Obligations shall have been fully paid, satisfied and discharged, the Borrower shall:

(a) Legal Requirements. Promptly comply with and conform to all present and future laws, statutes, codes, ordinances, orders and regulations and all covenants, restrictions and conditions which may be applicable to the Borrower or to any of the Property (the "Legal Requirements").

(b) Impositions. Before interest or penalties are due thereon and otherwise when due, the Borrower shall pay, or cause to be paid, all taxes of every kind and nature, all charges for any easement or agreement maintained for the benefit of any of the Property, all general and special assessments (including any planned unit development assessments, if any), levies, permits, inspection and license fees, all water and sewer rents and charges, and all other charges and liens, whether of a like or different nature, imposed upon or assessed against the Borrower or any of the Property (the "Impositions"). Within thirty (30) days after receipt of written request from Lender, the Borrower shall deliver to the Lender written evidence acceptable to the Lender of such payment. The Borrower's obligations to pay the Impositions shall survive the Lender's taking title to (and possession of) the Property through foreclosure, deed in lieu or otherwise, as well as the termination of the Deed of Trust including, without limitation, by merger into a deed that arise prior to such event.

(c) Maintenance of Security. Use, and permit others to use, the Property only for its present use or such other uses as permitted by applicable Legal Requirements and approved in writing by the Lender. The Borrower shall keep the Property in good condition and order and in a rentable and tenantable state of repair and will make or cause to be made, as and when necessary, all repairs, renewals, and replacements, structural and nonstructural, exterior and interior, foreseen and unforeseen, ordinary and extraordinary, provided, however, that no structural repairs, renewals or replacements shall be made without the Lender's prior written consent. The Borrower shall not remove, demolish or alter the Property, nor commit or suffer waste with respect thereto, nor permit the Property to become deserted or abandoned. The Borrower covenants and agrees not to take or permit any action with respect to the Property which will in any manner impair the security of this Deed of Trust or the use of the Property as set forth in the Loan Documents.

3. Leases. Borrower assigns to Trustee for the benefit of Lender all existing and future leases and rental agreements as further set forth in the Assignment of Leases and Rents and Income of even date herewith. The Borrower shall not (a) execute an assignment or pledge of the Rents and/or the Leases other than in favor of the Lender; (b) accept any prepayment of an installment of any Rents more than one month prior to the due date of such installment; or (c) enter into or amend any of the terms of any of the Leases, without the Lender's prior written consent. Any new Leases of all or any part of the Property shall be subject in all respects to the Lender's prior written consent; shall be subordinated to this Deed of Trust and to the Lender's rights; and, together with any and all rents, issues or profits relating thereto, shall be assigned at the time of execution to the Lender as additional collateral security for the Obligations, all in such form, substance and detail as is satisfactory to the Lender in its discretion.

4. Due on Sale Clause. The Borrower shall not sell, convey or otherwise transfer any interest in the Property (whether voluntarily or by operation of law), or agree to do so, without the Lender's prior written consent, including (a) any sale, conveyance, encumbrance, assignment, or other transfer of (including installment land sale contracts), or the grant of a security interest in, all or any part of the legal or equitable title to the Property, except as otherwise permitted hereunder; (b) any lease of all or any portion of the Property, except as provided in Section 3 above; or (c) any sale, conveyance, assignment, or other transfer of, or the grant of a security interest in, any membership interest of the Borrower. Any default under this section shall cause an immediate acceleration of the Obligations without any demand by the Lender.

5. Mechanics' Liens. Prior to the Borrower performing any construction or other work on or about the Property for which a lien could be filed against the Property, the Borrower shall enter into a

written contract ("**Construction Contract**") with the contractor who is to perform such work, or materialman providing materials (each a "**Contractor**"). If mechanics' or other liens shall be filed against the Property purporting to be for labor or material furnished or to be furnished on behalf of the Borrower, or for any other reason relating to the acts or omissions of the Borrower, then the Borrower shall at its expense, cause such lien to be discharged of record by payment, bond or otherwise within fifteen (15) days after the filing thereof. If the Borrower shall fail to cause such lien to be discharged of record within the fifteen (15) day period, the Lender may, in the Lender's sole discretion, cause such lien to be discharged by payment, bond or otherwise without investigation as to the validity thereof or as to any offsets or defenses thereto, and the Borrower shall, upon demand, reimburse the Lender for all amounts paid and costs incurred in connection therewith including, without limitation, attorneys' fees and disbursements.

6. **Insurance.** The Borrower shall keep the Property continuously insured, in an amount not less than the cost to replace the Property or an amount not less than eighty percent (80%) of the full insurable value of the Property, whichever is greater, covering such risks and in such amounts and with such deductibles as are satisfactory to the Lender and its counsel including, without limitation, insurance against loss or damage by fire, with extended coverage and against other hazards as the Lender may from time to time require. With respect to any property under construction or reconstruction, the Borrower shall maintain builder's risk insurance. The Borrower shall also maintain insurance in accordance with terms and conditions of the Loan Agreement. If the Property is located in an area which has been identified by any governmental agency, authority or body as a flood hazard area or the like, then the Borrower shall maintain a flood insurance policy covering the Property in an amount not less than the original principal amount of the Loans or the maximum limit of coverage available under the federal program, whichever amount is less.

7. **Rights of Lender to Insurance Proceeds.** In the event of loss, the Lender shall have the exclusive right to adjust, collect and compromise all insurance claims, and the Borrower shall not adjust, collect or compromise any claims under said policies without the Lender's prior written consent. Each insurer is hereby authorized and directed to make payment under said policies, including return of unearned premiums, directly to the Lender instead of to the Borrower and the Lender jointly, and the Borrower appoints the Lender as the Borrower's attorney-in-fact, which appointment is irrevocable and coupled with an interest, to endorse any draft therefor. All insurance proceeds may, at the Lender's sole option, be applied to all or any part of the Obligations and in any order (notwithstanding that such Obligations may not then otherwise be due and payable) or to the repair and restoration of any of the Property under such terms and conditions as the Lender may impose.

8. **Installments for Insurance, Taxes and Other Charges.** Upon the Lender's request, the Borrower shall pay to the Lender monthly, an amount equal to one-twelfth (1/12) of the annual premiums for the insurance policies referred to hereinabove and the annual Impositions and any other item which at any time may be or become a lien upon the Property (the "**Escrow Charges**"). The amounts so paid shall be used in payment of the Escrow Charges so long as no Event of Default shall have occurred. No amount so paid to the Lender shall be deemed to be trust funds, nor shall any sums paid bear interest. The Lender shall have no obligation to pay any insurance premium or Imposition if at any time the funds being held by the Lender for such premium or Imposition are insufficient to make such payments. If, at any time, the funds being held by the Lender for any insurance premium or Imposition are exhausted, or if the Lender determines, in its reasonable discretion, that such funds will be insufficient to pay in full any insurance premium or Imposition when due, the Borrower shall promptly pay to the Lender, upon demand, an amount which the Lender shall estimate as sufficient to make up the deficiency. Upon the occurrence and during the continuation of an Event of Default, the Lender shall have the right, at its election, to apply any amount so held against the Obligations due and payable in such order as the Lender may deem fit, and the Borrower hereby grants to the Lender a lien upon and security interest in such amounts for such purpose.

9. **Condemnation.** The Borrower, immediately upon obtaining knowledge of any potential or threatened condemnation or taking, or upon receiving written notice of the institution of any proceedings for the condemnation or taking by eminent domain of any of the Property, shall notify the Lender of such threat or the pendency of such proceedings. The Lender may participate in any related negotiations or such proceedings and the Borrower shall deliver to the Lender all instruments requested by it to permit such participation. Any award or compensation for property taken or for damage to property not taken, whether as a result of condemnation proceedings or negotiations in lieu thereof, is hereby assigned to and shall be received and collected directly by the Lender, and any award or compensation shall be applied, at the Lender's option, to any part of the Obligations and in any order (notwithstanding that any of such Obligations may not then be due and payable) or to the repair and restoration of any of the Property under such terms and conditions as the Lender may impose.

10. **Environmental Matters.**

(a) For purposes of this Section 10, the term "Environmental Laws" shall mean all federal, state and local laws, regulations and orders, whether now or in the future enacted or issued, pertaining to the protection of land, water, air, health, safety or the environment. The term "Regulated Substances" shall mean all substances regulated by Environmental Laws, or which are known or considered to be harmful to the health or safety of persons, or the presence of which may require investigation, notification or remediation under the Environmental Laws. The term "Contamination" shall mean the discharge, release, emission, disposal or escape of any Regulated Substances into the environment.

(b) The Borrower represents and warrants to the best of Borrower's knowledge (i) that no Contamination is being or has been emitted onto any surrounding property; (ii) all operations and activities on the Property have been and are being conducted in accordance with all Environmental Laws, and the Borrower has all permits and licenses required under the Environmental Laws; (iii) no underground or aboveground storage tanks are or have been located on or under the Property; and (iv) no legal or administrative proceeding is pending or threatened relating to any environmental condition, operation or activity on the Property, or any violation or alleged violation of Environmental Laws. These representations and warranties shall be true as of the date hereof, and shall be deemed to be continuing representations and warranties which must remain true, correct and accurate during the entire duration of the term of this Deed of Trust.

(c) The Borrower shall ensure, at its sole cost and expense, that the Property and the conduct of all operations and activities thereon comply and continue to comply with all Environmental Laws. The Borrower shall notify the Lender promptly and in reasonable detail in the event that the Borrower becomes aware of any violation of any Environmental Laws, the presence or release of any Contamination with respect to the Property, or any governmental or third party claims relating to the environmental condition of the Property or the conduct of operations or activities thereon. The Borrower also agrees not to permit or allow the presence of Regulated Substances on any part of the Property, except for those Regulated Substances (i) which are used in the ordinary course of Borrower's business, but only to the extent they are in all cases used in a manner which complies with all Environmental Laws; and (ii) those Regulated Substances which are naturally occurring on the Property. The Borrower agrees not to cause, allow or permit the presence of any Contamination on the Property.

(d) The Lender shall not be liable for, and the Borrower shall indemnify, defend and hold the Lender and the Indemnified Parties (as hereinafter defined) and all of their respective successors and assigns harmless from and against all losses, costs, liabilities, damages, fines, claims, penalties and expenses (including reasonable attorneys', consultants' and contractors' fees, costs incurred in the investigation, defense and settlement of claims, as well as costs incurred in connection with the

investigation, remediation or monitoring of any Regulated Substances or Contamination) that the Lender or any Indemnified Party may suffer or incur except matters caused by or through Lender (including as holder of this Deed of Trust, as Lender in possession or as successor in interest to the Borrower as owner of the Property by virtue of a power of sale, foreclosure or acceptance of a deed in lieu of foreclosure), **INCLUDING, WITHOUT LIMITATION, ALL LIABILITY AND EXPENSES ARISING FROM LENDER'S NEGLIGENCE OR STRICT LIABILITY**, as a result of or in connection with (i) any violation of Environmental Laws (including the assertion that any lien existing or arising pursuant to any Environmental Laws takes priority over the lien of this Deed of Trust); (ii) the breach of any representation, warranty, covenant or undertaking by the Borrower in this Section 10; (iii) the presence on or the migration of any Contamination or Regulated Substances on, under or through the Property; or (iv) any litigation or claim by the government or by any third party in connection with the environmental condition of the Property or the presence or migration of any Regulated Substances or Contamination on, under, to or from the Property.

(e) Upon the Lender's request, the Borrower shall execute and deliver an Environmental Indemnity Agreement satisfactory in form and substance to the Lender, to more fully reflect the Borrower's representations, warranties, covenants and indemnities with respect to the Environmental Laws.

11. **Inspection of Property.** The Lender shall have the right to enter the Property at any reasonable hour for the purpose of inspecting the order, condition and repair of the buildings and improvements erected thereon, as well as the conduct of operations and activities on the Property. The Lender may enter the Property (and cause the Lender's employees, agents and consultants to enter the Property), upon prior written notice to the Borrower to conduct any and all environmental testing deemed appropriate by the Lender. The environmental testing shall be accomplished by whatever means the Lender may deem appropriate, including the taking of soil samples and the installation of ground water monitoring wells or other intrusive environmental tests. The Borrower shall provide the Lender (and the Lender's employees, agents and consultants) reasonable rights of access to the Property as well as such information about the Property and the past or present conduct of operations and activities thereon as the Lender shall reasonably request.

12. **Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder: (a) any Event of Default (as defined in any of the Loan Documents); (b) any other default under any of the Loan Documents after the lapse of any notice or cure period provided in such Loan Document with respect to such default; (c) the Borrower's failure to perform any of its obligations under this Deed of Trust or under any Environmental Indemnity Agreement executed and delivered pursuant to Section 10(e); (d) falsity or inaccuracy in, or material breach by the Borrower of, any written warranty, representation or statement made or furnished to the Lender by or on behalf of the Borrower; (e) an uninsured material loss, theft, damage, or destruction to any of the Property, or the entry of any judgment against the Borrower or any lien against or the making of any levy, seizure or attachment of or on the Property; (f) the Lender's failure to have a lien on the Property with the priority required under Section 1; (g) foreclosure proceedings are instituted against the Property upon any other lien or claim, whether alleged to be superior or junior to the lien of this Deed of Trust; or (h) the failure by the Borrower to timely pay any Impositions as required under Section 2(b), or to maintain in full force and effect any insurance required under Section 6.

13. **Rights and Remedies of Lender.** If an Event of Default occurs, the Lender may, acting alone or together with or through the Trustee or any agents or attorneys at the Lender's option and without demand, notice or delay, do one or more of the following:

(a) Acceleration. The Lender may declare that all Obligations payable under the Loan Documents are immediately due and payable in full, whereupon all such sums shall be immediately due and payable in full regardless of any installment payment provisions, maturity date, or other terms and conditions of any Loan Document.

(b) Enter, Manage, Control. The Lender may enter upon the Land and Improvements, exclude the Borrower, and anyone claiming by, through or under Borrower, from the Land and Improvements, exercise all rights and powers of the Borrower with respect to the Property, and collect all Rents or other income thereof.

(c) Exercise Rights as Secured Party. The Lender may exercise all of the rights and remedies of a secured party under the UCC. The Borrower waives any notice of disposition of any personal property, provided to the extent any such notice is required and cannot be waived, the Borrower agrees that such notice shall be deemed reasonable and shall fully satisfy any requirement for notice if such notice is mailed, postage prepaid, to Borrower at least five (5) Business Days before the time of disposition.

(d) Foreclosure and Sale. The Lender may (i) exercise the power of sale granted herein without prior judicial hearing, and in the event the Lender invokes such power of sale, the Lender shall send to the Borrower and any other Persons required to receive such notice, written notice of the Lender's election to cause the Property to be sold, and the Borrower hereby authorizes and empowers the Trustee to take possession of the Property, or any part thereof, and to sell (and the Trustee is hereby authorized and empowered to sell) all or any part of the Property at public auction to the last and highest bidder for cash (free of any equity of redemption, homestead, dower, curtesy or other exemption, all of which are expressly waived by the Borrower) at such time and place and upon such terms and conditions as may be required by, and otherwise in accordance with, the laws and rules of court of Mississippi applicable to power of sale foreclosures (a "Power of Sale Foreclosure"); (ii) elect to foreclose this Deed of Trust pursuant to a judicial foreclosure action; or (iii) take such other action at law, equity or by contract for the enforcement of this Deed of Trust and realization on the security herein or elsewhere provided for, as the law may allow. In any action or proceeding to foreclose this Deed of Trust or to collect the sums secured hereby, the Lender may proceed therein to final judgment and execution for the entire unpaid balance of the Obligations, together with all future advances and any other sums due by the Borrower and any other obligor or guarantor of any of the Obligations in accordance with the provisions of this Deed of Trust, together with interest from the date of default at the Default Rate (as defined in the Loan Agreement) and all expenses of sale and of all proceedings in connection therewith, including reasonable attorneys' fees. The unpaid balance of any judgment shall bear interest at the greater of (A) the statutory rate provided for judgments, or (B) the Default Rate. To the fullest extent permitted by applicable law, the Borrower waives all rights, claims and defenses it may have with respect to the Lender's ability to obtain a deficiency judgment. The Lender may sue and recover judgment on the Obligations secured by this Deed of Trust without first directing the Trustee to exercise the power of sale granted herein. After instituting suit on the Obligations or any part thereof, the Lender may later abandon, stay or postpone such suit and request the Trustee to exercise the power of sale granted hereunder and thereafter recover judgment on the Obligations to the extent remaining unsatisfied. Should the Lender be a corporation or an unincorporated association, then any officer thereof may execute any document or agreement on behalf of the Lender that (A) notifies the Borrower of the occurrence of an Event of Default or the acceleration of the Obligations, (B) requests the Trustee to sell the Property, or (C) exercises any other right or remedy of the Lender pursuant to the Loan Documents or otherwise provided at law or equity.

In the event that the Lender elects to direct the Trustee to sell the Property pursuant to a Power of Sale Foreclosure, the following provisions shall apply: (a) in exercising the power of sale and selling the Property, the Trustee shall comply with the provisions of Mississippi law governing power of sale foreclosures and shall give such notice of hearing as to the commencement of foreclosure proceedings,

obtain such findings and leave of court, and give such notice of and advertise such foreclosure sale all as may then be required by such law; (b) upon such foreclosure sale or any required resale, it shall be lawful for the Trustee to convey the Property (or such portion thereof as may have been sold) to the successful bidder by way of a Trustee's deed without any covenant or warranty, express or implied, and the recitals in the Trustee's deed will be prima facie evidence of the truth of the statements made therein, and, at the request of the Lender, in such manner as to recognize, protect and preserve any easements, leases, subleases, contracts or other kinds of property or interests therein which are subordinate to this Deed of Trust as the Lender in its sole discretion may elect; (c) the Trustee shall be entitled to a reasonable Trustee's fee not to exceed the maximum fee allowed by applicable law (the "Commission") as well as reimbursement for any reasonable attorney's fees incurred by Trustee; (d) the Trustee may delegate, in the Trustee's sole discretion, any authority possessed under this Deed of Trust, including the authority to conduct a Power of Sale Foreclosure, and without limiting the generality of the foregoing, may retain a professional auctioneer to preside over the bidding, and the customary charge for such auctioneer's services will be paid from the sale proceeds as an expense of the sale; (e) subject to applicable Mississippi law and the UCC, the Trustee shall apply the proceeds of the sale first to the payment of all expenses and costs incurred in connection with such sale, including without limitation, advertising costs, title examination fees, transfer taxes, and court costs; second to the payment of the Trustee's Commission; third to payment of any taxes or governmental assessments which may be a lien against the Property, unless Trustee advertised and sold the Property subject to such taxes or assessments; and fourth, to the payment of the Obligations and sums secured hereby in such order as Lender, in Lender's sole discretion, directs, with the excess, if any, of such proceeds after the payment in full of the Obligations and secured sums being distributed to the person or persons entitled thereto as their interests may appear; (f) if the Trustee commences a Power of Sale Foreclosure and such proceeding is terminated prior to the completion thereof, the Borrower shall pay to the Trustee all expenses incurred by the Trustee in connection with such proceeding and sale and a reasonable commission or compensation for services rendered by the Trustee but not more than the maximum fee allowed by applicable law; (g) at any sale conducted by the Trustee, the Lender may bid for and become the purchaser of the Property or such portion thereof as has been offered for sale and in lieu of paying cash therefor the Lender may take settlement of the purchase price by a credit upon the Obligations due and payable and secured by this Deed of Trust; (h) any sale scheduled by the Trustee may be adjourned and reset at a later date in accordance with the provisions of Sections 11-5-99 and 13-3-173 of the Mississippi Code of 1972, as amended, and any other applicable law; (i) neither the sale by the Trustee of less than the whole of the Property nor the failure to complete a sale or the determination by the Trustee or the Lender that a sale is defective shall exhaust the right to sell any remainder of the Property or conduct additional sales and the Trustee is specifically empowered to make a successive sale or sales until the whole of the Property shall be legally sold or the Obligations shall be fully satisfied; and if the proceeds of such sale of less than the whole of the Property shall be less than the aggregate of the Obligations, this Deed of Trust and the lien hereof shall remain in full force and effect as to the unsold portion of the Property just as though no sale had been made; (j) upon any such sale, to the fullest extent permitted by law, the Borrower will be completely and irrevocably divested of all of the Borrower's right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the Property sold, and such sale will be a perpetual bar to any claim to all or any part of the Property sold, both at law and in equity, against Borrower and any person claiming by, through or under Borrower; and (k) the Borrower waives the provisions of Section 111 of the Mississippi Constitution and Section 89-1-55 of the Mississippi Code of 1972, as amended, insofar as such sections restrict the right of the Trustee to offer at sale more than 160 acres at a time, and the Trustee may offer the Property as a whole, regardless of how it is described.

(e) Appointment of Receiver. The Lender may petition a court of competent jurisdiction to appoint a receiver of the Property. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of the Borrower at the time of application for such receiver, without regard to the then value of the Property or whether the Property shall be then occupied as a homestead or not, and without regard to whether the Borrower has committed waste or

allowed deterioration of the Property, and the Lender or any agent of the Lender may be appointed as such receiver. The Borrower hereby agrees that the Lender has a special interest in the Property and absent the appointment of such receiver the Property shall suffer waste and deterioration and the Borrower further agrees that it shall not contest the appointment of a receiver and hereby so stipulates to such appointment pursuant to this paragraph. Such receiver shall have the power to perform all of the acts permitted the Lender pursuant to Section 13(b) and such other powers which may be necessary or customary in such cases for the protection, possession, control, management and operation of the Property during such period.

(f) Other Remedies. The Lender shall have the right, from time to time, to bring an appropriate action to recover any sums required to be paid by the Borrower under the terms of this Deed of Trust, as they become due, without regard to whether or not any other Obligations shall be due, and without prejudice to the right of the Lender thereafter to bring an action of foreclosure, or any other action, for any default by the Borrower existing at the time the earlier action was commenced. In addition, the Lender shall have the right to set-off all or any part of any amount due by Borrower to the Lender under any of the Obligations, against any indebtedness, liabilities or obligations owing by the Lender in any capacity to the Borrower, including any obligation to disburse to the Borrower any funds or other property on deposit with or otherwise in the possession, control or custody of the Lender.

14. Lender's Right to Protect Security. The Trustee and the Lender are hereby authorized to do any one or more of the following, irrespective of whether an Event of Default has occurred: (a) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Trustee or the Lender hereunder; (b) purchase such insurance policies covering the Property as the Lender may elect if the Borrower fails to maintain the insurance coverage required hereunder; and (c) take such action as the Trustee or the Lender may determine to pay, perform or comply with any Impositions or Legal Requirements, to cure any Events of Default and to protect its security in the Property.

15. Appointment of Lender as Attorney-in-Fact. The Lender, or any of its officers, is hereby irrevocably appointed attorney-in-fact for the Borrower (without requiring any of them to act as such), such appointment being coupled with an interest, to do any or all of the following: (a) collect the Rents after the occurrence of an Event of Default; (b) settle for, collect and receive any awards payable under Section 9 from the authorities making the same; and (c) execute, deliver and file, at Borrower's sole cost and expense such financing, continuation or amendment statements and other instruments as the Lender may require in order to perfect, protect and maintain its liens and security interest under the UCC and any other applicable Mississippi law on any portion of the Property.

16. Certain Waivers. To the full extent the Borrower may do so, the Borrower agrees that the Borrower will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, extension or redemption, homestead, moratorium, reinstatement, marshaling or forbearance, and the Borrower, for the Borrower's heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming any interest in the Property, to the extent permitted by applicable law, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, notice of intention to mature or declare due the whole of the Obligations, notice of election to mature or declare due the whole of the Obligations and all rights to a marshaling of assets of the Borrower, including the Property, or to a sale in inverse order of alienation in the event of foreclosure of the liens and/or security interests hereby created. The Borrower shall not have or assert any right under any statute or rule of law pertaining to the marshaling of assets, sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents, or other matters whatsoever to defeat, reduce or affect the right of the Lender under the terms of this Deed of Trust to a sale of the Property for the collection of the secured indebtedness without any prior or different resort for collection, or the right of the Lender under the terms of this Deed of Trust to the payment of the secured indebtedness out of the proceeds of sale of the Property in preference to every other claimant whatsoever.

If any law referred to in this Section and now in force, of which the Borrower or the Borrower's heirs, devisees, representatives, successors or assigns or any other persons claiming any interest in the Property might take advantage despite this Section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section.

17. **Rights of Lender, Trustee Cumulative.** Each right, power and remedy of the Lender or the Trustee provided in the Loan Documents shall be in addition to every other right, power or remedy, and the exercise or beginning of the exercise by the Lender or the Trustee of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by the Lender or the Trustee of any or all such other rights, powers or remedies.

18. **Trustee's Liability; Powers.** The Trustee is hereby released from all obligations imposed by statute that can be waived, including any requirement for qualification or bond. The Trustee will be entitled to reasonable compensation for all services rendered, whether or not a foreclosure is held hereunder, and will be reimbursed for all reasonable expenses, charges and attorneys' fees, including fees for legal advice concerning the Trustee's duties and rights in the Property and title examinations. The Trustee shall not be liable for any error of judgment or act done by the Trustee in good faith, or be otherwise responsible or accountable under any circumstances whatsoever (including Trustee's negligence), except for the Trustee's gross negligence or willful misconduct. The Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by the Trustee hereunder, believed by the Trustee in good faith to be genuine. All moneys received by the Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and the Trustee shall be under no liability for interest on any moneys received by the Trustee hereunder. If the Trustee will be made a party to or will intervene in any action or proceeding affecting the Property or the title thereto, or the interest of the Trustee or the Lender hereunder, the Trustee and the Lender will be reimbursed by the Borrower, immediately and without demand, for all reasonable costs, charges and attorneys' fees incurred by him or either of them in any such case, and the same will be secured hereby as a further charge and Lien upon the Property. The Borrower hereby ratifies and confirms any and all acts which the herein named Trustee or its successor or successors, substitute or substitutes, in this trust, shall do lawfully by virtue hereof.

19. **Substitution of Trustee.** The Lender may, at any time and from time to time, without notice, at the Lender's discretion, remove the Trustee and appoint a substitute trustee (the "Substitute Trustee") by filing in the records where this Deed of Trust is recorded an instrument affecting such removal and appointment. Without conveyance of the Property, any such Substitute Trustee shall be vested with title to the Property and with all rights, powers, and duties of the original Trustee herein and all provisions hereof pertaining to the Trustee shall similarly affect any Substitute Trustee. The necessity of the Trustee, or any Substitute Trustee, making oath or giving bond is expressly waived.

20. **Notices.** All notices, demands, requests, consents, approvals and other communications required or permitted hereunder ("Notices") must be in writing and shall be given in the manner, and shall be effective at the time, provided in the Loan Agreement. Five (5) Business Days' written notice to the Borrower as provided in this Section shall constitute reasonable notification to the Borrower when notification is required by law; provided, however, that nothing contained in the foregoing shall be construed as requiring five (5) Business Days' notice if, under applicable law and the circumstances then existing, a shorter period of time would constitute reasonable notice.

21. **Further Acts.** By its signature hereon, the Borrower hereby irrevocably authorizes the Trustee and/or the Lender to execute (on behalf of the Borrower) and file against the Borrower one or more financing, continuation or amendment statements pursuant to the UCC and/or other applicable Mississippi

law in form satisfactory to the Lender, and the Borrower will pay the reasonable cost of preparing and filing the same in all jurisdictions in which such filing is deemed by the Lender to be necessary or desirable in order to perfect, preserve and protect its security interests. If required by the Lender, the Borrower will execute all documentation necessary for the Lender to obtain and maintain perfection of its security interests in the Property. The Borrower will, at the cost of the Borrower, and without expense to the Lender, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, assignments, notices of assignment, transfers and assurances as the Lender shall, from time to time, reasonably require for the better assuring, conveying, assigning, transferring or confirming unto the Lender the property and rights hereby conveyed, or which Borrower may be or may hereafter become bound to convey or assign to the Lender, or for carrying out the intent of or facilitating the performance of the terms of this Deed of Trust or for filing, registering or recording this Deed of Trust. The Borrower grants to the Lender an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to the Lender under the Notes, this Deed of Trust, the other Loan Documents, at law or in equity, including, without limitation, the rights and remedies described in this section.

22. **Changes in the Laws Regarding Taxation.** If any law is enacted or adopted or amended after the date of this Deed of Trust which deducts the Obligations from the value of the Property for the purpose of taxation or which imposes a tax, either directly or indirectly, on the Borrower or the Lender's interest in the Property, the Borrower will pay such tax, with interest and penalties thereon, if any. If the Lender determines that the payment of such tax or interest and penalties by the Borrower would be unlawful or taxable to the Lender or unenforceable or provide the basis for a defense of usury, then the Lender shall have the option, by written notice of not less than ninety (90) days, to declare the entire Obligations immediately due and payable.

23. **Documentary Stamps.** If at any time the United States of America, any State thereof or any subdivision of any such State shall require revenue or other stamps to be affixed to this Deed of Trust or any other Loan Documents, or impose any recording or other tax or charge on the same, the Borrower will pay for the same, with interest and penalties thereon, if any.

24. **Preservation of Rights.** No delay or omission on the part of the Lender or the Trustee to exercise any right or power will impair any such right or power or be considered a waiver of any such right or power, nor will the Lender's action or inaction impair any such right or power arising hereunder. The Lender's and Trustee's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which they may have under other agreements, at law or in equity.

25. **Illegality.** If any provision contained in this Deed of Trust should be invalid, illegal or unenforceable in any respect, it shall not affect or impair the validity, legality and enforceability of the remaining provisions of this Deed of Trust.

26. **Changes in Writing.** No modification, amendment or waiver of, or consent to any departure by the Borrower from, any provision of this Deed of Trust will be effective unless made in a writing signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Borrower will entitle the Borrower to any other or further notice or demand in the same, similar or other circumstance.

27. **Entire Agreement.** This Deed of Trust and the other Loan Documents (including the documents and instruments referred to herein) constitute the entire understanding and agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

28. **Survival: Successors and Assigns.** This Deed of Trust will be binding upon and inure to the benefit of the Borrower, the Trustee and the Lender and their respective heirs, executors, administrators, successors and assigns; provided, however, that the Borrower may not assign this Deed of Trust in whole or in part without the Lender's prior written consent and the Lender at any time may assign this Deed of Trust in whole or in part; and provided, further, that the rights and benefits under the sections entitled "Environmental Matters", "Inspection of Property" and "Indemnity" shall also inure to the benefit of any persons or entities who acquire title or ownership of the Property from or through the Lender or through action of the Lender (including a foreclosure, sheriff's or judicial sale). The provisions of the sections entitled "Environmental Matters", "Inspection of Property" and "Indemnity" shall survive the termination, satisfaction or release of this Deed of Trust, the foreclosure of this Deed of Trust or the delivery of a deed in lieu of foreclosure.

29. **Interpretation.** In this Deed of Trust, unless the Lender and the Borrower otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or"; the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; references to articles, sections (or subdivisions of sections) or exhibits are to those of this Deed of Trust; and references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Deed of Trust. Section headings in this Deed of Trust are included for convenience of reference only and shall not constitute a part of this Deed of Trust for any other purpose. If this Deed of Trust is executed by more than one party as Borrower, the obligations of such persons or entities will be joint and several.

30. **Indemnity.** The Borrower agrees to indemnify each of the Trustee, the Lender, each legal entity, if any, who controls, is controlled by or is under common control with the Trustee and the Lender and each of their respective directors, officers, employees and agents (the "**Indemnified Parties**"), and to defend and hold each Indemnified Party harmless from and against, any and all claims, damages, losses, liabilities and expenses (including all reasonable fees and charges of internal or external counsel with whom any Indemnified Party may consult and all expenses of litigation and preparation therefor) which any Indemnified Party may incur, or which may be asserted against any Indemnified Party by any person, entity or governmental authority (including any person or entity claiming derivatively on behalf of the Borrower), in connection with or arising out of or relating to the matters referred to in this Deed of Trust or in the other Loan Documents, **INCLUDING, WITHOUT LIMITATION, ALL LIABILITY AND EXPENSES ARISING FROM LENDER'S NEGLIGENCE OR STRICT LIABILITY**, whether (a) arising from or incurred in connection with any breach of a representation, warranty or covenant by the Borrower, or (b) arising out of or resulting from any suit, action, claim, proceeding or governmental investigation, pending or threatened, whether based on statute, regulation or order, or tort, or contract or otherwise, before any court or governmental authority, whether incurred in connection with litigation, mediation, arbitration, other alternative dispute processes, administrative proceedings and bankruptcy proceedings, and any and all appeals from any of the foregoing; provided, however, that the foregoing indemnity agreement shall not apply to any claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party's gross negligence or willful misconduct. The indemnity contained in this section shall survive the termination of this Deed of Trust, payment of any Obligations and assignment of any rights hereunder. The Borrower may participate at its expense in the defense of any such action or claim.

31. **Governing Law and Jurisdiction.** This Deed of Trust has been delivered to and accepted by the Lender and will be deemed to be made in the State of Alabama and construed in accordance with and governed by the internal laws of the State of Alabama, provided, however, that **THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED SHALL GOVERN THE CREATION, PERFECTION AND**

FORECLOSURE OF THE LIENS CREATED HEREUNDER ON THE PROPERTY OR ANY INTEREST THEREIN.
The Borrower hereby irrevocably consents to the exclusive jurisdiction of any state or federal court sitting in Mobile County, Alabama; provided that nothing contained in this Deed of Trust will prevent the Lender from bringing any action, enforcing any award or judgment or exercising any rights against the Borrower individually, against any security or against any property of the Borrower within any other county, state or other foreign or domestic jurisdiction. The Lender and the Borrower agree that the venue provided above is the most convenient forum for both the Lender and the Borrower. The Borrower waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Deed of Trust.

32. **Authorization to Obtain Credit Reports.** By signing below, each Borrower who is an individual provides written authorization to the Lender or its designee (and any assignee or potential assignee hereof) authorizing review of the Borrower's personal credit profile from one or more national credit bureaus. Such authorization shall extend to obtaining a credit profile in considering the Obligations and/or this Deed of Trust and subsequently for the purposes of update, renewal or extension of such credit or additional credit and for reviewing or collecting the resulting account.

33. **Change in Name or Locations.** The Borrower hereby agrees that if the location of any of the Property changes from the Land or its chief executive office, or if the Borrower changes its name, its type of organization, its state of organization (if Borrower is a registered organization), its principal residence (if Borrower is an individual), its chief executive office (if Borrower is a general partnership or non-registered organization) or establishes a name in which it may do business that is not the current name of the Borrower will immediately notify the Trustee and the Lender in writing of the additions or changes.

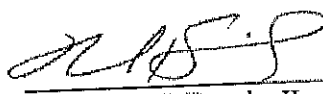
34. **THE PARTIES HERETO AGREE THAT THEY HAVE ENTERED INTO AND ARE BOUND BY THE TERMS OF THAT CERTAIN ASSIGNMENT OF LEASES AND RENTS AND INCOME AND CONSTRUCTION TERM LOAN AGREEMENT OF EVEN DATE HERewith, INCLUDING THE PROVISIONS OF THE ASSIGNMENT OF LEASES AND RENTS AND INCOME APPLICABLE TO THE TRUSTEE AND JURY WAIVER PROVISIONS THEREOF, WHICH ARE INCORPORATED HEREIN BY REFERENCE.**

The Borrower acknowledges that it has read and understood all the provisions of this Deed of Trust, and has been advised by counsel as necessary or appropriate.

WITNESS the due execution hereof as a document under seal, as of the date first written above, with the intent to be legally bound hereby.

BORROWER:
3112 PASS RD, LLC,
a Mississippi limited liability company

By: Flat's Holdings, LLC
Its: Member


By: Ronald J. Fremin, II
Its: Manager

STATE OF LOUISIANA
PARISH OF IBERIA

I, the undersigned authority, a Notary Public in and for said State and Parish, hereby certify that Ronald J. Fremin, II, whose name as Manager of Flat's Holdings, LLC, in its capacity as Member of 3112 Pass Rd, LLC, a Mississippi limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such manager with full authority, executed the same voluntarily for and on behalf of said company.

Given under my hand and seal this 24 day of January, 2022.

Fran R. Henderson

Notary Public:

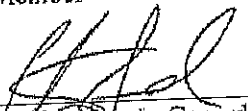
My Commission Expires: at death

Fran R. Henderson

028638

BORROWER:
3112 PASS RD, LLC,
a Mississippi limited liability company

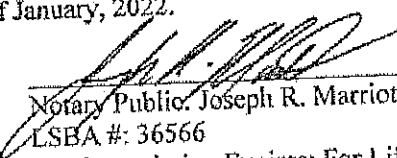
By: Big Easy Investments, LLC
Its: Member

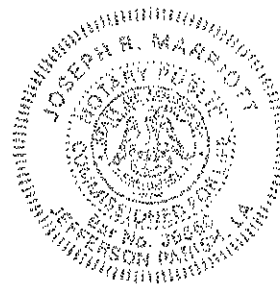

By: Christopher L. Genard
Its: Manager

STATE OF LOUISIANA
PARISH OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said State and Parish, hereby certify that Christopher L. Genard, whose name as Manager of Big Easy Investments, LLC, in its capacity as Member of 3112 Pass Rd, LLC, a Mississippi limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such manager with full authority, executed the same voluntarily for and on behalf of said company.

Given under my hand and seal this 25 day of January, 2022.


Notary Public: Joseph R. Marriott,
LSBA #: 36566
My Commission Expires: For Life



CERTIFICATE O AUTHORITY
FOR
3112 PASS RD LLC

The undersigned hereby certify that in accordance with the Articles of Organization of 3112 PASS RD LLC (the "Company"), FLATS HOLDINGS, LLC, and BIG EASY INVESTMENTS, LLC, are the SOLE MEMBERS of said Company, and the only Members and/or Managers required to transact the Company's business and to grant the authority granted herein. Members hereby certify that the Company is a limited liability company or domestic limited liability company, organized under the laws of Mississippi, and registered with the Secretary of State of Mississippi in accordance with same.

Members/Manager is hereby authorized, for and in the name and o behalf of the Company to do the following:

To purchase and acquire real immovable property located at 3112 Pass Road, Gulfport, MS 39501, each being more fully described herein below, for the aggregate sum of FIVE HUNDRED SIXTY THOUSAND AND NO/100 (\$560,000.00) DOLLARS, and on such terms and conditions and with such clauses and stipulations contained in the Warranty Deed as the he thinks proper and advisable.

Legal Description of immovable Property

That certain real property located in the First Judicial District of Harrison County, Mississippi and being more particularly described as follow, to-wit:

Lots 1 through 28, inclusive, Block 37, also the former alley running north and south through Block 37, said alley now vacated, ORIGINAL GULFPORT, as per the map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi and more particularly described as follows:

Commencing at the intersection of the centerline of the Illinois railroad tract and the North margin of 25th Street, proceed South 89 degrees 53 minutes 00 seconds West along said North margin of 25th Street 1,230 feet to the West margin of 31st Avenue being the POINT OF BEGINNING.

From the POINT OF BEGINNING continue thence South 89 degrees 53 minutes 00 seconds West along said North margin of 25th Street 320 feet to the East margin of 32nd Avenue; thence North 00 degrees 45 minutes 00 seconds West along said East margin of 32nd Avenue 350 feet to the South margin of 26th Street; thence North 89 degrees 53 minutes 00 degrees East along said South margin of 26th Street 320 feet to the West margin of 31st Avenue; thence South 00 degrees 45 minutes 00 seconds East along said West margin of 31st Avenue 350 feet to the Point of Beginning.

Being located in the Northwest 1/4 of Section 4, Township 8 south, Range 11 West, First Judicial District, Harrison County, Mississippi and containing 2.57 acres, more or less.

Also conveyed hereby is the East 1/2 of 32nd Street between Block 37 and Block 38 of Original Gulfport, vacated by Ordinance No. 707 dated July 15, 1948.

Also conveyed by Quitclaim Deed and Release by the City of Gulfport, Mississippi, is the following:

That certain parcel of land described as being the west fifteen (15) feet of Block 37, Original Gulfport Subdivision containing 0.12 acres, more or less as per the official map of plat thereof on file and of record in the Office of Chancery Clerk of the First Judicial District of Harrison County, Mississippi and constituting a release of that certain easement heretofore conveyed to the City of Gulfport by instrument dated November 14, 1990, recorded in Deed Book 1173 at Page 369. NOW FILED IN BOOK 1476 PAGE 592.

LESS AND EXCEPT:

The following description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83/93, grid values, using a scale factor of 0.999962091 and a grid to geodetic azimuth angle of -00 degrees 08 minutes 25.8 seconds developed at the approximate center of Project No. STP-GAI-1145-00(009) [101212/203000]. It is the intent of this description to convey that portion of grantors property between the existing property line and the proposed Right-of-Way line as defined by said project:

Beginning at a point located at the northeast corner of Lot 1, Block 37, of the Original Gulfport Subdivision, Harrison County, Mississippi, said point being THE POINT OF BEGINNING of the parcel herein described;

From the POINT OF BEGINNING run thence along the south Right-of-Way of 26th Street, south 89 degrees 54 minutes 02 seconds East for a distance of 40.00 feet to the center of the 31st Avenue Right-of-Way;

thence along the center of the 31st Avenue Right-of-Way, South 00 degrees 03 minutes 57 seconds East for a distance of 150.10 feet to the extension of the south line of Lot 6 of said Block 37;

thence along the extension of the south line of Lot 6, South 89 degrees 55 minutes 42 seconds West for a distance of 40.00 feet to the southeast corner of Lot 6;

thence along the east line of said Block 37, South 00 degrees 03 minutes 57 seconds East for a distance of 200.04 feet to a point located at the southeast corner of said Block 37;

thence along the south line of said Block 37, South 89 degrees 58 minutes 55 seconds West for a distance of 170.77 feet to a point where the south line of Lot 15 of Block 37 intersects the proposed west no access Right-of-Way of the above described project, said point being 60.00 feet left of and perpendicular to station 101+00.00 of the above described project;

thence along said proposed no access Right-of-Way, North 65 degrees 40 minutes 32 seconds East for a distance of 170.71 feet to a point located 125.68 feet left of and perpendicular to station 118+70.07 of the above described project;

thence along said proposed no access Right-of-Way, North 00 degrees 24 minutes 50 seconds West for a distance of 280.03 feet to a point located 96.39 feet left of and perpendicular to station 121+58.45 of the above described project and said point intersects the north line of Block 37;

thence along said north line of Block 37, South 89 degrees 54 minutes 02 seconds East for a distance of 16.84 feet; to the POINT OF BEGINNING containing 17,014 Square Feet, (0.39 Acres), more or less, and being a part of Lots 1-15 and alley of Block 37 and a portion of 31st Avenue, Original Gulfport, Harrison County, Mississippi.

Together with any and all abutters rights of access, if any, in, to, over, on and across the above described parcel of land.

For informational purposes only:

The improvements thereon bear Municipal Nos.: 3112 Pass Road, Gulfport, Mississippi 39501

Being the same property acquired by P J Investments LLC from the Marvin J. Franklin and Peggy J. Franklin Living Trust, dated 12/15/2017, filed 12/15/2017, registered in Book 2017/10920.

To Execute and Deliver in favor of BANKPLUS (referred to as "Lender") one or more promissory notes, mortgages and other security instruments in the amount of ONE MILLION ONE HUNDRED NINETY THOUSAND THIRTY-EIGHT AND NO/100 (\$1,190,038.00) DOLLARS, securing the indebtedness of said Company to Lender concerning immovable property owned or being acquired by the Company. Each Security Document to contain the applicable Louisiana Security clauses that are usual and customary for that Security Document, including, without limitation, a confession of judgment, waiver of appraisal, pact de non alienando, and a provision providing that encumbered property may be disposed of at public or private sale with or without judicial proceedings, which instruments shall contain terms and conditions deemed appropriate in her sole discretion; and

Generally to do and perform any and all acts and sign any and all agreements, obligations, instruments and other writings of any kind whatsoever required or requested by Lender in connection with the authorization granted herein.

Agent is hereby authorized, empowered and directed to execute and deliver all instruments, documents, agreements and other writings authorized in this Certificate of Authority, upon such terms and conditions and in such form as he in his sole and absolute discretion deems necessary, advisable or proper. The Company and Members hereof shall be bound by all such instruments, documents and agreements.

Agent also agrees that all transactions in the Company's name and for its account prior to the execution of this Certificate of Authority are hereby approved, confirmed and ratified.

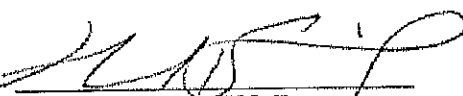
Third persons shall be entitled to rely on the authority granted herein.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have hereunto set their hands this 25 day of January, 2022,

MANAGER & MEMBER:

FLAT'S HOLDINGS, LLC

By 
RONALD J. FREMIN, II
SOLE MEMBER OF FLAT'S HOLDINGS LLC

IN WITNESS WHEREOF, the parties have hereunto set their hands this 25 day of January, 2022,

MEMBER:

BIG EASY INVESTMENTS, LLC

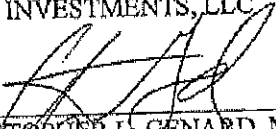
By: 
CHRISTOPHER L. GENARD, MANAGER

EXHIBIT A

Legal Description

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thence along the center of the 31st Avenue Right-of-Way, South 00 degrees 03 minutes 57 seconds East for a distance of 150.10 feet to the extension of the south line of Lot 6 of said Block 37;

thence along the extension of the south line of Lot 6, South 89 degrees 55 minutes 42 seconds West for a distance of 40.00 feet to the southeast corner of Lot 6;

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thence along the south line of said Block 37, South 89 degrees 58 minutes 55 seconds West for a distance of 170.77 feet to a point where the south line of Lot 15 of Block 37 intersects the proposed west no access Right-of-Way of the above described project, said point being 60.00 feet left of and perpendicular to station 101+00.00 of the above described project;

thence along said proposed no access Right-of-Way, North 65 degrees 40 minutes 32 seconds East for a distance of 170.71 feet to a point located 125.68 feet left of and perpendicular to station 118+70.07 of the above described project;

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Together with any and all abutters rights of access, if any, in, to, over, on and across the above described parcel of land.

For informational purposes only:

The improvements thereon bear Municipal Nos.: 3112 Pass Road, Gulfport, Mississippi 39501

Being the same property acquired by P J Investments LLC from the Marvin J. Franklin and Peggy J. Franklin Living Trust, dated 12/15/2017, filed 12/15/2017, registered in Book 2017/10920.

SCANNED



Prepared By

QUALITY TITLE SERVICES LLC
3621 RIDGELAKE DRIVE, ST 207
METAIRIE, LA 70002
(504) 834-7171

After Recording Return To

QUALITY TITLE SERVICES LLC
3621 RIDGELAKE DRIVE, ST 207
METAIRIE, LA 70002



J. J. J. J1 - GULFPORT DISTRICT
Instrument 2022-0002671-D-J1
Filed/Recorded 02/02/2022 3:15:01 PM
Total Fees 28.00
7 Pages Recorded

Space Above This Line for Recorder's Use

Grantor's Name, Address and Telephone Number

PJ INVESTMENT, LLC, a Mississippi limited liability company
3724 N. Arnoult Road
Metairie, Louisiana 70002
(504) 655-2777

Grantee's Name, Address and Telephone Number

3112 PASS RD LLC, a Mississippi limited liability company
1203 Center Street,
New Iberia, Louisiana
(504) 533-8868

Indexing Instructions:

Lot 1 to 28, inclusive, Block 37, Original Gulfport, First Judicial District of Harrison
County, Mississippi

GENERAL WARRANTY DEED

GRANTOR: PJ INVESTMENTS LLC

GRANTEE: 3112 PASS RD LLC

This WARRANTY DEED made this 25th day of January, 2022, by and between **PJ INVESTMENTS LLC**, a Mississippi limited liability company, whose mailing address is 3724 North Arnoult Road, Metairie, LA 70002, hereinafter referred to as Grantor:

to: 3112 PASS RD LLC, a Mississippi limited liability company, whose mailing address is 1203 Center Street, New Iberia, LA 70560, hereinafter referred to as Grantee,

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, hereby grants, bargains, and sells unto Grantee and Grantee's successors, heirs, and assigns forever, all that parcel of land in the County of Harrison, State of Mississippi, more fully described as follows, to-wit:

TOGETHER WITH all the tenements, hereditaments, rights, members and appurtenances to the Real Estate in anywise appertaining or belonging thereto.

TO HAVE AND TO HOLD, the tract or parcel of land above described together with all and singular the rights, privileges, tenements, appurtenances, and improvements unto the said Grantee, its heirs and assigns forever, in fee simple.

And said Grantor, for said Grantor, its heirs, successors, executors and administrators, covenants with Grantee, and with their heirs and assigns, that Grantor's are lawfully seized in fee simple of the said Real Estate; that said Real Estate is free and clear from all Liens and Encumbrances, except as hereinabove set forth, and except for taxes due for the current and subsequent years, and except for any Restrictions pertaining to the Real Estate of record in the Probate Office of said County; and that Grantors will, and their heirs, executors and administrators shall, warrant and defend the same to said Grantees, and their heirs and assigns, forever against the lawful claims of all persons.

Grantor herein warrants that the above-described property is no part of its homestead nor is it claimed by it as such.

Grantor conveys the property to the Grantee and Grantee accepts the above-described property as an "AS-IS" condition.

[Signature Pages to Follow]

IN WITNESS WHEREOF, Grantor has executed and delivered this General Warranty Deed under seal as of the day and year first above written.

GRANTOR:

PJ INVESTMENT LLC

By: none
PEI CUI YAN, Manager

STATE OF LOUISIANA
PARISH OF JEFFERSON

I, the undersigned, a Notary Public in and for said parish, in said State, hereby certify that PEI CUI YAN whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand this 25th day of January, 2022.

Joseph R. Marriott
Notary Public

Joseph R. Marriott- LSBA #: 36566

My Commission Expires: For Life



CERTIFICATE OF AUTHORITY
OF
PJ INVESTMENT LLC

The undersigned hereby certifies that in accordance with the Articles of Organization of **PJ INVESTMENT LLC** (the "**Company**"), that she is the **SOLE MEMBER** of said Company, and the only Members and Managers required to transact the Company's business and to grant the authority granted herein. Members hereby certify that the Company is a Louisiana limited liability company or domestic limited liability company, organized under the laws of Mississippi, and registered with the Secretary of State of Mississippi in accordance with same.

As the Sole Member, each does hereby authorize, name, constitutes and consent to and on behalf of and in the name of the Company to do the following:

1. To sell immovable property in the County of Harrison, State of Mississippi, located at 3112 Pass Road, Gulfport, Mississippi, 39501 for such amount and on such terms and conditions and with such clauses and stipulations contained in the Warranty Deed as they deem advisable and/or think is proper, advisable, and/or necessary, within their sole discretion.

Member hereby authorize, empower and direct each other on behalf of the Company to execute and deliver all instruments, documents, agreements and other writings authorized in this Certificate of Authority, upon such terms and conditions and in such form as he in his sole and absolute discretion deems necessary, advisable or proper. The Company and Member hereof shall be bound by all such instruments, documents, and agreements.

Member also agrees that all transactions in the Company's name and for its account prior to the execution of this Certificate of Authority are hereby approved, confirmed and ratified.

Third persons shall be entitled to rely on the authority granted herein.

THUS DONE AND SIGNED in multiple originals in my office in Metairie, Louisiana, on 25th day of January, 2022.



PEI CUI YAN
Sole Member, Manager

EXHIBIT "A"

Legal Description

That certain real property located in the First Judicial District of Harrison County, Mississippi and being more particularly described as follow, to-wit:

Lots 1 through 28, inclusive, Block 37, also the former alley running north and south through Block 37, said alley now vacated, ORIGINAL GULFPORT, as per the map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi and more particularly described as follows:

Commencing at the intersection of the centerline of the Illinois railroad tract and the North margin of 25th Street, proceed South 89 degrees 53 minutes 00 seconds West along said North margin of 25th Street 1,230 feet to the West margin of 31st Avenue being the POINT OF BEGINNING.

From the POINT OF BEGINNING continue thence South 89 degrees 53 minutes 00 seconds West along said North margin of 25th Street 320 feet to the East margin of 32nd Avenue; thence North 00 degrees 45 minutes 00 seconds West along said East margin of 32nd Avenue 350 feet to the South margin of 26th Street; thence North 89 degrees 53 minutes 00 seconds East along said South margin of 26th Street 320 feet to the West margin of 31st Avenue; thence South 00 degrees 45 minutes 00 seconds East along said West margin of 31st Avenue 350 feet to the Point of Beginning.

Being located in the Northwest 1/4 of Section 4, Township 8 south, Range 11 West, First Judicial District, Harrison County, Mississippi and containing 2.57 acres, more or less.

Also conveyed hereby is the East 1/2 of 32nd Street between Block 37 and Block 38 of Original Gulfport, vacated by Ordinance No. 707 dated July 15, 1948.

Also conveyed by Quitclaim Deed and Release by the City of Gulfport, Mississippi, is the following:

That certain parcel of land described as being the west fifteen (15) feet of Block 37, Original Gulfport Subdivision containing 0.12 acres, more or less as per the official map of plat thereof on file and of record in the Office of Chancery Clerk of the First Judicial District of Harrison County, Mississippi and constituting a release of that certain easement heretofore conveyed to the City of Gulfport by instrument dated November 14, 1990, recorded in Deed Book 1173 at Page 369. NOW FILED IN BOOK 1476 PAGE 592.

LESS AND EXCEPT:

The following description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83/93, grid values, using a scale factor of 0.999962091 and a grid to geodetic azimuth angle of -00 degrees 08 minutes 25.8 seconds developed at the approximate center of Project No. STP-GAI-1145-00(009) [101212/203000]. It is the intent of this description to convey that portion of grantors property between the existing property line and the proposed Right-of-Way line as defined by said project:

Beginning at a point located at the northeast corner of Lot 1, Block 37, of the Original Gulfport Subdivision, Harrison County, Mississippi, said point being THE POINT OF BEGINNING of the parcel herein described;

From the POINT OF BEGINNING run thence along the south Right-of-Way of 26th Street, south 89 degrees 54 minutes 02 seconds East for a distance of 40.00 feet to the center of the 31st Avenue Right-of-Way;

thence along the center of the 31st Avenue Right-of-Way, South 00 degrees 03 minutes 57 seconds East for a distance of 150.10 feet to the extension of the south line of Lot 6 of said Block 37;

thence along the extension of the south line of Lot 6, South 89 degrees 55 minutes 42 seconds West for a distance of 40.00 feet to the southeast corner of Lot 6;

thence along the east line of said Block 37, South 00 degrees 03 minutes 57 seconds East for a distance of 200.04 feet to a point located at the southeast corner of said Block 37;

thence along the south line of said Block 37, South 89 degrees 58

minutes 55 seconds West for a distance of 170.77 feet to a point where the south line of Lot 15 of Block 37 intersects the proposed west no access Right-of-Way of the above described project, said point being 60.00 left of and perpendicular to station 101+00.00 of the above described project;

thence along said proposed no access Right-of-Way, North 65 degrees 40 minutes 32 seconds East for a distance of 170.71 feet to a point located 125.68 feet left of and perpendicular to station 118+70.07 of the above described project;

thence along said proposed no access Right-of-Way, North 00 degrees 24 minutes 50 seconds West for a distance of 280.03 feet to a point located 96.39 feet left of and perpendicular to station 121+58.45 of the above described project and said point intersects the north line of Block 37;

thence along said north line of Block 37, South 89 degrees 54 minutes 02 seconds East for a distance of 16.84 feet; to the POINT OF BEGINNING containing 17,014 Square Feet, (0.39 Acres), more or less, and being a part of Lots 1-15 and alley of Block 37 and a portion of 31st Avenue, Original Gulfport, Harrison County, Mississippi.

Together with any and all abutters rights of access, if any, in, to, over, on and across the above described parcel of land.

For informational purposes only:

The improvements thereon bear Municipal Nos.: 3112 Pass Road, Gulfport, Mississippi 39501

Being the same property acquired by P J Investments LLC from the Marvin J. Franklin and Peggy J. Franklin Living Trust, dated 12/15/2017, filed 12/15/2017, registered in Book 2017/10920.

SCANNED



JH J1 - GULFPORT DISTRICT
 Instrument 2022-0002677-T-J1
 Filed/Recorded 02/02/2022 3:17:01 PM
 Total Fees 45.00
 14 Pages Recorded

Space Above Line for Official Use Only

Prepared by and Return to: Richard A. Wright Jones Walker LLP 11 North Water Street, Suite 1200 Mobile, Alabama 36602-5027 (251) 432-1414 Consultation for MS Law Compliance Purposes With: Gina Jacobs, MS Bar No. 2891 Jones Walker LLP 190 East Capitol Street, Ste. 800 Jackson, Mississippi 39201 (601) 506-1646	Assignor: 3112 PASS RD, LLC 1203 Center Street New Iberia, LA 70560 Attn: Christopher L. Genard (504) 533-8868	Lender: BANKPLUS 1 St. Louis Street, Suite 4200 Mobile, Alabama 36602 Attn: Crystal Linares (251) 263-0571
Indexing Instructions: That certain parcel of land situated in the Northwest ¼ of Section 4, Township 8 South, Range 11 West, Harrison County, Mississippi, containing 2.57 acres more or less.		

STATE OF MISSISSIPPI)
 COUNTY OF HARRISON)

Assignment of Leases, Rents and Income

THIS ASSIGNMENT OF LEASES, RENTS AND INCOME (the "Assignment") is made effective January 25, 2022, by **3112 PASS RD, LLC**, a Mississippi limited liability company, having a mailing address of 3021 Franklin Ave., New Orleans, Louisiana 70122 (hereinafter referred to as the "Assignor"), in favor of **GINA JACOBS**, an individual (the "Trustee"), as Trustee, with an address at Jones Walker LLP 190 East Capitol Street, Suite 800, Jackson, Mississippi, 39201 for the benefit of **BANKPLUS**, a Mississippi banking corporation (the "Lender"), having a mailing address of 1 St. Louis Street, Suite 4200, Mobile, Alabama 36602.

WITNESSETH:

WHEREAS, Assignor and Lender have entered into a certain Promissory Note (the "Note") of even date herewith pursuant to which Lender has agreed to establish a construction loan (the "Loan") to Assignor in the principal amount of \$1,190,038.00 to finance the purchase and improvement of certain real property, as more particularly described on Exhibit "A" attached hereto (the "Property"), all upon the terms and subject to the conditions set forth in the Note and the other loan documents evidencing the Loan (capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Note);

WHEREAS, the obligations of the Assignor under the Note are secured by, among other security instruments, that certain Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing of even date herewith executed by Assignor in favor of Lender (the "Deed of Trust");

WHEREAS, the Lender accepted the Note on the condition that the Assignor assign all of its right, title and interest in and to all leases in which it is landlord now on or covering the Property or any portion thereof or which may hereafter be placed thereon, and all guarantees of any such leases; and

NOW THEREFORE, in consideration of the premises aforesaid and other good and valuable consideration paid to the Assignor by the Lender, the receipt and sufficiency of which are hereby acknowledged, and to secure the payment of the debt evidenced by the Note (the term "Note" shall include any and all other additional indebtedness now or hereafter owing by the Assignor to the Lender, and any and all extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such extensions and renewals), and the compliance with all the stipulations contained herein or in the Deed of Trust or any other security document securing the Note (the Deed of Trust and any and all other security documents, including this Assignment, being hereinafter collectively called the "Security Documents"), the Assignor does hereby assign, transfer and set over unto the Trustee for the benefit of the Lender all of its right, title and interest in and to all existing or future leases in which it is landlord, by assignment or otherwise, together with all renewals and extensions thereof, including but not limited to lease agreements with existing tenants (the "Leases", whether one or more), all of the rents, issues and profits now due or to become due and derived from the Property and/or the improvements thereon, and all guaranties of payment of rents, issues or profits from the Leases until the Note and the obligations above referred to have been fully paid and satisfied of record.

In furtherance of the foregoing assignment, the Assignor hereby authorizes the Trustee, upon and in the event that any default in any of the payments due under, or in the performance of any of the terms, covenants and conditions of the Note or any Security Documents that is not cured within any applicable cure period, at its option to enter upon the Property and/or the improvements thereon and to collect, by its officers, agents, or employees, in the name of the Assignor, in its own name or the name of Lender, the rents accrued but unpaid and in arrears at the date of such default, as well as the rents thereafter accruing and becoming payable during the period of said or any other default. The Assignor also authorizes the Lender upon such entry, at its option, to take over and assume the management, operation and maintenance of the Property and improvements thereon, and in general to perform all actions necessary in connection therewith in the same manner and to the same extent as the Assignor might reasonably so act. Upon electing to exercise the rights herein granted, the Lender shall make reasonable efforts to collect the rents, reserving however, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted, but it shall not be accountable for more money than it actually receives from the Property and shall not be liable for failure to collect rents.

The Trustee shall, after payment of all proper charges and expenses, credit the net amount received from the Property by virtue of this assignment, or by virtue of the exercise of any power herein granted, to any amounts due and owing to it by the Assignor under the terms of the Note and Security Documents, but

the manner of the application of such net income and the items which shall be credited shall be within the reasonable discretion of the Trustee.

It is agreed and understood by the Assignor that there shall be no legal obligation on the part of the Trustee to collect the rentals as provided for in the Leases, nor shall the Trustee be in anywise liable or responsible for the failure of the tenants of the Assignor to pay said rentals, but when and if collected, said rentals shall be applied to any amounts due and owing to the Lender by the Assignor under the terms of the Note and Security Documents as above stipulated. The Assignor agrees to indemnify and hold the Lender harmless from and against any and all liability, loss, damage, cost, and expense which the Lender may incur under any of the Leases or by reason of this assignment, except for matters caused by the gross negligence or willfulness of the Trustee.

It is a condition of the granting of these powers, benefits and privileges and of the making of this assignment that, until an act of default shall be made by the Assignor in the full and complete performance of any of the agreements, covenants and promises in the Note or Security Documents, including, without limitation, the making of the payments due thereunder, the Assignor may receive, collect and enjoy the rents, issues and profits from the Property; but it is covenanted and agreed by the Assignor, for the consideration aforesaid, that upon the happening of any default in the performance of the covenants contained in or in the making of the payments due under the Note and Security Documents, the Trustee may receive and collect all the said rents, issues and profits and at its option exercise all other powers, privileges and benefits granted by this instrument, and the Assignor will immediately turn over all Leases to the Trustee at its request, and will execute any further assignment necessary to effect such transfer.

The Assignor by these presents does hereby authorize and direct any tenant or tenants of all or any portion or portions of the Property or the improvement thereon, upon receipt of notice in writing from the Trustee or Lender of an act of default by the Assignor under the Note or any Security Documents, to pay to the Trustee all rent then due or thereafter to become due under the terms of any Lease.

The Assignor shall not be entitled to, and hereby covenants and agrees that it will not, without the written consent of the Lender:

(a) cancel any Lease or accept a surrender thereof, except in accordance with the conditions and contingencies as set out therein;

(b) modify any Lease so as to decrease the term of such Lease, reduce the rent or change the time of payment of same, or diminish the obligation of the tenant or any other person or entity obligated therefore with regard to the payment of taxes and insurance;

(c) consent to an assignment of the tenant's interest in or under any Lease which will relieve the tenant or any other person or entity obligated therefor of liability for the payment of rent and the performance of the terms and conditions of the Lease; or

(d) collect the rents and profits of the Property for more than one (1) month in advance.

Notwithstanding the forgoing, nothing herein shall prohibit the Assignor from increasing the rent charged under any Lease or renewing or extending the term thereof, all without any prior consent of the Lender.

Any of the above acts, if done without the written consent of the Lender shall be null and void. The Assignor shall have the right to modify any Lease or take any other action with respect thereto which does not violate the specific provisions of this instrument.

The Assignor hereby covenants and warrants to the Lender that neither it, nor any previous owner, has executed any prior assignment or pledge of the rents, issues and profits of the Property or improvements or of its interest in and to any Lease, and further covenants and agrees that it has not performed any acts or executed any agreement which might prevent the Trustee or Lender from operating under any of the terms and conditions of this instrument, or which would limit the Trustee or Lender in such operation.

The rights and powers herein granted, conveyed, and assigned are continuing rights, and the exercise of same upon the occasion of one default shall not abrogate or diminish the rights and powers of the Lender hereunder upon the occasion of any subsequent default or defaults, and, likewise, the failure to exercise same upon the occasion of any default shall not constitute a waiver of the right of the Lender to exercise the powers and privileges herein granted upon the occasion of a subsequent default. The collection and application of the rents, issues and profits to the indebtedness under the Note or the Security Documents, or as otherwise provided herein, shall not constitute a waiver of any default which might at the time of the application or thereafter exist under the Note or the Security Documents, and the payment of the indebtedness evidenced by the Note and the Security Documents may be accelerated in accordance with their terms, notwithstanding such application.

The Trustee on behalf of the Lender reserves the right to foreclose the Security Documents at any time when a default shall continue after any applicable cure period, and this instrument shall in no wise operate to affect, impair, or diminish the rights granted the Lender under the Note and Security Documents, but the rights contained herein are in addition to the rights and privileges given the Lender under and by virtue of the Note and Security Documents.

It is also agreed and understood that neither the Trustee or the Lender shall incur any liability for the entrance by its agents upon the Property for purpose of collection of rentals, issues, and profits as herein mentioned.

This instrument shall not be revoked without the consent of the Lender in writing, and shall remain in full force and effect as long as the obligations under the Note and Security Documents remain unpaid or unfulfilled in whole or in part.

Whenever "Assignor" or "Lender" occurs in this instrument, or is referred to, the same shall be construed as singular or plural, masculine, feminine or neuter as the case may be, and shall include the heirs, executors, administrators, successors, assigns of either as though originally herein written.

THE PARTIES HERETO AGREE THAT THEY HAVE ENTERED INTO AND ARE BOUND BY THE TERMS OF THAT CERTAIN DEED OF TRUST AND CONSTRUCTION TERM LOAN AGREEMENT OF EVEN DATE HERewith, INCLUDING THE PROVISIONS OF THE DEED OF TRUST APPLICABLE TO THE TRUSTEE AND JURY WAIVER PROVISIONS THEREOF, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

IN WITNESS WHEREOF, the undersigned Assignor has caused this Assignment to be executed by its duly authorized representative as of the date first set forth above.

CAUTION--IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

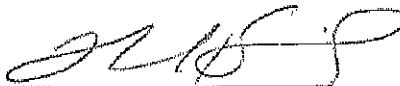
ASSIGNOR:

3112 PASS RD, LLC,

a Mississippi limited liability company

By: Flat's Holdings, LLC

Its: Member



By: Ronald J. Fremin, II

Its: Manager

STATE OF LOUISIANA
PARISH OF IBERIA

I, the undersigned authority, a Notary Public in and for said State and Parish, hereby certify that Ronald J. Fremin, II, whose name as Manager of Flat's Holdings, LLC, in its capacity as Member of 3112 Pass Rd, LLC, a Mississippi limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such manager with full authority, executed the same voluntarily for and on behalf of said company.

Given under my hand and seal this 24 day of January, 2022.

Fran Henderson #028638

Notary Public:

My Commission Expires: at death

Fran R. Henderson

{MB454034.1}

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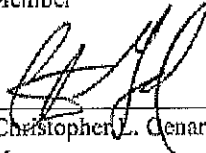
BORROWER:

3112 PASS RD, LLC,

a Mississippi limited liability company

By: Big Easy Investments, LLC

Its: Member



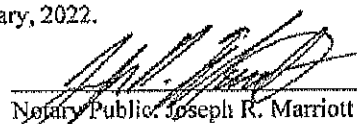
By: Christopher L. Genard

Its: Manager

STATE OF LOUISIANA
PARISH OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said State and Parish, hereby certify that Christopher L. Genard, whose name as Manager of Big Easy Investments, LLC, in its capacity as Member of 3112 Pass Rd, LLC, a Mississippi limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such manager with full authority, executed the same voluntarily for and on behalf of said company.

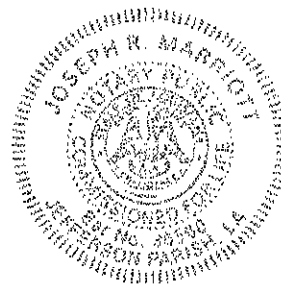
Given under my hand and seal this 25 day of January, 2022.



Notary Public: Joseph R. Marriott

LSBA #: 36566

My Commission Expires: For Life



CERTIFICATE O AUTHORITY
FOR
3112 PASS RD LLC

The undersigned hereby certify that in accordance with the Articles of Organization of 3112 PASS RD LLC (the "Company"), FLATS HOLDINGS, LLC, and BIG EASY INVESTMENTS, LLC, are the SOLE MEMBERS of said Company, and the only Members and/or Managers required to transact the Company's business and to grant the authority granted herein. Members hereby certify that the Company is a limited liability company or domestic limited liability company, organized under the laws of Mississippi, and registered with the Secretary of State of Mississippi in accordance with same.

Members/Manager is hereby authorized, for and in the name and o behalf of the Company to do the following:

To purchase and acquire real immovable property located at 3112 Pass Road, Gulfport, MS 39501, each being more fully described herein below, for the aggregate sum of FIVE HUNDRED SIXTY THOUSAND AND NO/100 (\$560,000.00) DOLLARS, and on such terms and conditions and with such clauses and stipulations contained in the Warranty Deed as the he thinks proper and advisable.

Legal Description of immovable Property

That certain real property located in the First Judicial District of Harrison County, Mississippi and being more particularly described as follow, to-wit:

Lots 1 through 28, inclusive, Block 37, also the former alley running north and south through Block 37, said alley now vacated, ORIGINAL GULFPORT, as per the map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi and more particularly described as follows:

Commencing at the intersection of the centerline of the Illinois railroad tract and the North margin of 25th Street, proceed South 89 degrees 53 minutes 00 seconds West along said North margin of 25th Street 1,230 feet to the West margin of 31st Avenue being the POINT OF BEGINNING.

From the POINT OF BEGINNING continue thence South 89 degrees 53 minutes 00 seconds West along said North margin of 25th Street 320 feet to the East margin of 32nd Avenue; thence North 00 degrees 45 minutes 00 seconds West along said East margin of 32nd Avenue 350 feet to the South margin of 26th Street; thence North 89 degrees 53 minutes 00 degrees East along said South margin of 26th Street 320 feet to the West margin of 31st Avenue; thence South 00 degrees 45 minutes 00 seconds East along said West margin of 31st Avenue 350 feet to the Point of Beginning.

Being located in the Northwest 1/4 of Section 4, Township 8 south, Range 11 West, First Judicial District, Harrison County, Mississippi and containing 2.57 acres, more or less.

Also conveyed hereby is the East 1/2 of 32nd Street between Block 37 and Block 38 of Original Gulfport, vacated by Ordinance No. 707 dated July 15, 1948.

Also conveyed by Quitclaim Deed and Release by the City of Gulfport, Mississippi, is the following:

That certain parcel of land described as being the west fifteen (15) feet of Block 37, Original Gulfport Subdivision containing 0.12 acres, more or less as per the official map of plat thereof on file and of record in the Office of Chancery Clerk of the First Judicial District of Harrison County, Mississippi and constituting a release of that certain easement heretofore conveyed to the City of Gulfport by instrument dated November 14, 1990, recorded in Deed Book 1173 at Page 369. NOW FILED IN BOOK 1476 PAGE 592.

LESS AND EXCEPT:

The following description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83/93, grid values, using a scale factor of 0.999962091 and a grid to geodetic azimuth angle of -00 degrees 08 minutes 25.8 seconds developed at the approximate center of Project No. STP-GAI-1145-00(009) [101212/203000]. It is the intent of this description to convey that portion of grantors property between the existing property line and the proposed Right-of-Way line as defined by said project:

Beginning at a point located at the northeast corner of Lot 1, Block 37, of the Original Gulfport Subdivision, Harrison County, Mississippi, said point being THE POINT OF BEGINNING of the parcel herein described;

From the POINT OF BEGINNING run thence along the south Right-of-Way of 26th Street, south 89 degrees 54 minutes 02 seconds East for a distance of 40.00 feet to the center of the 31st Avenue Right-of-Way;

thence along the center of the 31st Avenue Right-of-Way, South 00 degrees 03 minutes 57 seconds East for a distance of 150.10 feet to the extension of the south line of Lot 6 of said Block 37;

thence along the extension of the south line of Lot 6, South 89 degrees 55 minutes 42 seconds West for a distance of 40.00 feet to the southeast corner of Lot 6;

thence along the east line of said Block 37, South 00 degrees 03 minutes 57 seconds East for a distance of 200.04 feet to a point located at the southeast corner of said Block 37;

thence along the south line of said Block 37, South 89 degrees 58 minutes 55 seconds West for a distance of 170.77 feet to a point where the south line of Lot 15 of Block 37 intersects the proposed west no access Right-of-Way of the above described project, said point being 60.00 left of and perpendicular to station 101+00.00 of the above described project;

thence along said proposed no access Right-of-Way, North 65 degrees 40 minutes 32 seconds East for a distance of 170.71 feet to a point located 125.68 feet left of and perpendicular to station 118+70.07 of the above described project;

thence along said proposed no access Right-of-Way, North 00 degrees 24 minutes 50 seconds West for a distance of 280.03 feet to a point located 96.39 feet left of and perpendicular to station 121+58.45 of the above described project and said point intersects the north line of Block 37;

thence along said north line of Block 37, South 89 degrees 54 minutes 02 seconds East for a distance of 16.84 feet; to the POINT OF BEGINNING containing 17,014 Square Feet, (0.39 Acres), more or less, and being a part of Lots 1-15 and alley of Block 37 and a portion of 31st Avenue, Original Gulfport, Harrison County, Mississippi.

Together with any and all abutters rights of access, if any, in, to, over, on and across the above described parcel of land.

For informational purposes only:

The improvements thereon bear Municipal Nos.: 3112 Pass Road, Gulfport, Mississippi 39501

Being the same property acquired by P J Investments LLC from the Marvin J. Franklin and Peggy J. Franklin Living Trust, dated 12/15/2017, filed 12/15/2017, registered in Book 2017/10920.

To Execute and Deliver in favor of BANKPLUS (referred to as "Lender") one or more promissory notes, mortgages and other security instruments in the amount of ONE MILLION ONE HUNDRED NINETY THOUSAND THIRTY-EIGHT AND NO/100 (\$1,190,038.00) DOLLARS, securing the indebtedness of said Company to Lender concerning immovable property owned or being acquired by the Company. Each Security Document to contain the applicable Louisiana Security clauses that are usual and customary for that Security Document, including, without limitation, a confession of judgment, waiver of appraisal, pact de non alienando, and a provision providing that encumbered property may be disposed of at public or private sale with or without judicial proceedings, which instruments shall contain terms and conditions deemed appropriate in her sole discretion; and

Generally to do and perform any and all acts and sign any and all agreements, obligations, instruments and other writings of any kind whatsoever required or requested by Lender in connection with the authorization granted herein.

Agent is hereby authorized, empowered and directed to execute and deliver all instruments, documents, agreements and other writings authorized in this Certificate of Authority, upon such terms and conditions and in such form as he in his sole and absolute discretion deems necessary, advisable or proper. The Company and Members hereof shall be bound by all such instruments, documents and agreements.

Agent also agrees that all transactions in the Company's name and for its account prior to the execution of this Certificate of Authority are hereby approved, confirmed and ratified.

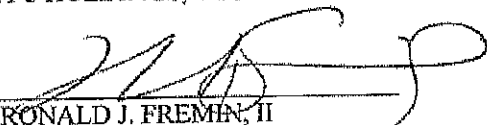
Third persons shall be entitled to rely on the authority granted herein.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have hereunto set their hands this 25 day of January, 2022,

MANAGER & MEMBER:

FLAT'S HOLDINGS, LLC

By: 
RONALD J. FREMIN, II
SOLE MEMBER OF FLAT'S HOLDINGS LLC

IN WITNESS WHEREOF, the parties have hereunto set their hands this 25 day of January, 2022,

MEMBER:

BIG EASY INVESTMENTS, LLC

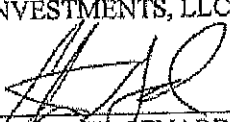
By: 
CHRISTOPHER L. GENARD, MANAGER

Exhibit A

(Property Description)

That certain real property located in the First Judicial District of Harrison County, Mississippi and being more particularly described as follow, to-wit:

Lots 1 through 28, inclusive, Block 37, also the former alley running north and south through Block 37, said alley now vacated, ORIGINAL GULFPORT, as per the map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi and more particularly described as follows:

Commencing at the intersection of the centerline of the Illinois railroad tract and the North margin of 25th Street, proceed South 89 degrees 53 minutes 00 seconds West along said North margin of 25th Street 1,230 feet to the West margin of 31st Avenue being the POINT OF BEGINNING.

From the POINT OF BEGINNING continue thence South 89 degrees 53 minutes 00 seconds West along said North margin of 25th Street 320 feet to the East margin of 32nd Avenue; thence North 00 degrees 45 minutes 00 seconds West along said East margin of 32nd Avenue 350 feet to the South margin of 26th Street; thence North 89 degrees 53 minutes 00 seconds East along said South margin of 26th Street 320 feet to the West margin of 31st Avenue; thence South 00 degrees 45 minutes 00 seconds East along said West margin of 31st Avenue 350 feet to the Point of Beginning.

Being located in the Northwest 1/4 of Section 4, Township 8 south, Range 11 West, First Judicial District, Harrison County, Mississippi and containing 2.57 acres, more or less.

Also conveyed hereby is the East 1/2 of 32nd Street between Block 37 and Block 38 of Original Gulfport, vacated by Ordinance No. 707 dated July 15, 1948.

Also conveyed by Quitclaim Deed and Release by the City of Gulfport, Mississippi, is the following:

That certain parcel of land described as being the west fifteen (15) feet of Block 37, Original Gulfport Subdivision containing 0.12 acres, more or less as per the official map of plat thereof on file and of record in the Office of Chancery Clerk of the First Judicial District of Harrison County, Mississippi and constituting a release of that certain easement heretofore conveyed to the City of Gulfport by instrument dated November 14, 1990, recorded in Deed Book 1173 at Page 369. NOW FILED IN BOOK 1476 PAGE 592.

LESS AND EXCEPT:

The following description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83/93, grid values, using a scale factor of 0.999962091 and a grid to geodetic azimuth angle of -00 degrees 08 minutes 25.8 seconds developed at the approximate center of Project No. STP-GAI-1145-00(009) [101212/203000]. It is the intent of this description to convey that portion of grantors property between the existing property line and the proposed Right-of-Way line as defined by said project:

Beginning at a point located at the northeast corner of Lot 1, Block 37, of the Original Gulfport Subdivision, Harrison County, Mississippi, said point being THE POINT OF BEGINNING of the parcel herein described;

(MB454034.1)

From the POINT OF BEGINNING run thence along the south Right-of-Way of 26th Street, south 89 degrees 54 minutes 02 seconds East for a distance of 40.00 feet to the center of the 31st Avenue Right-of-Way;

thence along the center of the 31st Avenue Right-of-Way, South 00 degrees 03 minutes 57 seconds East for a distance of 150.10 feet to the extension of the south line of Lot 6 of said Block 37;

thence along the extension of the south line of Lot 6, South 89 degrees 55 minutes 42 seconds West for a distance of 40.00 feet to the southeast corner of Lot 6;

thence along the east line of said Block 37, South 00 degrees 03 minutes 57 seconds East for a distance of 200.04 feet to a point located at the southeast corner of said Block 37;

thence along the south line of said Block 37, South 89 degrees 58 minutes 55 seconds West for a distance of 170.77 feet to a point where the south line of Lot 15 of Block 37 intersects the proposed west no access Right-of-Way of the above described project, said point being 60.00 feet left of and perpendicular to station 101+00.00 of the above described project;

thence along said proposed no access Right-of-Way, North 65 degrees 40 minutes 32 seconds East for a distance of 170.71 feet to a point located 125.68 feet left of and perpendicular to station 118+70.07 of the above described project;

thence along said proposed no access Right-of-Way, North 00 degrees 24 minutes 50 seconds West for a distance of 280.03 feet to a point located 96.39 feet left of and perpendicular to station 121+58.45 of the above described project and said point intersects the north line of Block 37;

thence along said north line of Block 37, South 89 degrees 54 minutes 02 seconds East for a distance of 16.84 feet; to the POINT OF BEGINNING containing 17,014 Square Feet, (0.39 Acres), more or less, and being a part of Lots 1-15 and alley of Block 37 and a portion of 31st Avenue, Original Gulfport, Harrison County, Mississippi.

Together with any and all abutters rights of access, if any, in, to, over, on and across the above described parcel of land.

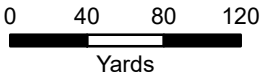
For informational purposes only:

The improvements thereon bear Municipal Nos.: 3112 Pass Road, Gulfport, Mississippi 39501

Being the same property acquired by P J Investments LLC from the Marvin J. Franklin and Peggy J. Franklin Living Trust, dated 12/15/2017, filed 12/15/2017, registered in Book 2017/10920.



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



1 inch = 300 feet



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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	18980	0811D-04-009.000	PJ INVESTMENT LLC	3724 N ARNOULT RD	METAIRIE	LA	70002
N			Adjacent Property Owners (0811D-04-009.000)				
	18950	0811D-01-011.000	ARGUELLES RICHARD & RICHARD	12357 N OAKLAWN LN	BILOXI	MS	39532
N	18955	0811D-01-006.000	ARGUELLES T L -TRUSTEE- & RICHARD A	16347 SWEET CAROLYN RD	BILOXI	MS	39532
	87969	0811D-01-005.000	ARGUELLES T L -TRUSTEE- & RICHARD A	16347 SWEET CAROLYN RD	BILOXI	MS	39532
	18951	0811D-01-008.000	BAYOU RENTAL PROPERTIES INC	445 TEGARDEN RD	GULFPORT	MS	39507
	18953	0811D-01-007.000	BAYOU RENTAL PROPERTIES INC	1504 MILL RD	GULFPORT	MS	39507
N	87971	0811D-02-003.000	GULFPORT CITY OF				0
	18998	0811D-03-061.000	HARTWELL EDDIE	120 GAHAN DR	GULFPORT	MS	39503
	18997	0811D-03-060.000	HARTWELL EDDIE C & JANET	2400 - 33RD AVE	GULFPORT	MS	39501
	19007	0811D-03-093.000	JACKSON RUTH H -EST-	2414 33RD AVE	GULFPORT	MS	39501
N	19022	0811D-03-058.000	KANSAS CITY SOUTHERN RAILWAY CO PROP	P O BOX 219335	KANSAS CITY	MO	64121
	18949	0811D-01-002.000	KANSAS CITY SOUTHERN RAILWAY CO PROP	P O BOX 219335	KANSAS CITY	MO	64121
	18999	0811D-03-062.000	LEE FELIX L & NIYOKIA C	14005 DUNDEE COVE	GULFPORT	MS	39503
	19012	0811D-03-096.000	MARTIN EDDIE	P O BOX 82557	BATON ROUGE	LA	70884
	19018	0811D-03-030.000	MARTIN HYJARA DENISE	2417 31ST AVE	GULFPORT	MS	39501
	19011	0811D-03-097.000	MARTIN LAMONT	2420 33RD AVE	GULFPORT	MS	39501
	19010	0811D-03-095.000	MARTIN LAMONT L	2420 33RD AVE	GULFPORT	MS	39501
N	87970	0811D-01-010.000	MISS DEPT OF TRANSPORTATION C/O RIGHT	P O BOX 1850	JACKSON	MS	39215
N	19014	0811D-03-026.000	MISS DEPT OF TRANSPORTATION C/O RIGHT	P O BOX 1850	JACKSON	MS	39215
	18952	0811D-01-009.000	MISS DEPT OF TRANSPORTATION C/O RIGHT	P O BOX 1850	JACKSON	MS	39215
N	18872	0811D-04-001.000	MISS POWER CO				0
	18871	0811D-01-001.000	MISS POWER CO	P O BOX 4079	GULFPORT	MS	39502
N	18882	0811D-01-013.000	MISS POWER CO				0
N	18881	0811D-01-012.000	MISS POWER CO	P O BOX 4079	GULFPORT	MS	39502
	137676	0811D-02-003.001	MISS TRANSPORTATION COMM RIGHT OF W	PO BOX 1850	JACKSON	MS	39215
	19017	0811D-03-029.000	RAYBORN TEARY -EST-	2419 31ST AVE	GULFPORT	MS	39501
	18981	0811D-04-010.000	REALTY INCOME PROPERTIES 17 LLC	11995 EL CAMINO REAL	SAN DIEGO	CA	92130
	19023	0811D-03-059.000	SMITH TANYA M	2800 19TH AVE LOT 12	GULFPORT	MS	39501
N	18878	0811D-04-016.000	U S GOVT				0
N	18879	0811D-04-018.000	U S GOVT				0
N	88030	0811D-04-017.000	U S GOVT				0
N	88031	0811D-04-019.000	U S GOVT				0
N	88032	0811D-04-020.000	U S GOVT				0
	19039	0811D-02-001.000	VALDEZ JOSE R JR & SHIRLEY N	23140 BELMONT PL	GULFPORT	MS	39503
N	19016	0811D-03-028.000	WESCO MABLE	2419 31ST AVE	GULFPORT	MS	39501

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
19015	0811D-03-027.000	WESCO MABLE	2419 31ST AVE	GULFPORT	MS	39501	
87998	0811D-03-094.000	WORD MARION JR	2614 33RD AVE	GULFPORT	MS	39501	

RE: Appeals 2211PC204, by owners 3112 Pass Rd LLC & Ronald Fremin II, tax parcel 0811D-04-009.000, Requests metal exterior on facility, 3112 Pass Road, Zoned I-1 (Light Industry), Ward 1

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, November 17, 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, November 17, 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:
IPL0096113

Order Status:
Submitted

Classification:
Legals & Public Notices

Package:
BLX - Legal Ads

Final Cost:
81.72

Payment Type:
Account Billed

User ID:
IPL0024925

ACCOUNT INFORMATION

GULFPORT URBAN DEVELOPMENT IP
PO BOX 1780
GULFPORT, MS 39502
228-868-5705
AccountsPayable@gulfport-ms.gov
GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT

Date
October 27, 2022 11:41:15 AM EDT

Amount:
81.72

SCHEDULE FOR AD NUMBER IPL00961130

November 2, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00961130**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, November 17, 2022 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2211PC194, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests for outdoor entertainment venue, 942 1/2 Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

Zoning Map Amendment 2211PC195, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 942 1/2 Beach Blvd, Ward 2

Planning Commission Approval 2211PC196, by owner Jermille Johnson, tax parcel 0810B-03-099.000, Requests mobile home use, W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

Zoning Map Amendment 2211PC198, by agent Jorge Vargas, tax parcel 1007M-01-038.000, Requests to rezone from R-B (Residence-business) to R-E (Residence estate), 13062 Sheldon St, Zoned R-B (Residence-business), Ward 6

Planning Commission Approval 2211PC199, by agent Terrell Roddy, tax parcel 0808D-04-004.000, Requests to allow a medical dispensary use, 12407 HWY 49 N, Zoned B-4 (Highway business), Ward 7

Special Exception 2211SE200, by agent Adeeb Botros, tax parcel 0810C-03-059.000, Requests liquor store use, 8304 HWY 49 B, Zoned B-4 (Highway business), Ward 3

Planning Commission Approval 2211PC201, by owners Barry & Theresa Weyland, tax parcel 1010E-03-007.015, Request home occupation for real estate office, 927 Old Towne St, Zoned T3 (Sub-Urban Zone), Ward 4

Zoning Map Amendment 2211PC202, by agent Joyce Unsworth, tax parcel 0710O-02-102.002, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4809 29th St, Zoned B-1 (Neighborhood business), Ward 1

Planning Commission Approval 2211PC203, by agent Doug Hanson, tax parcel 0811G-03-033.000, Request home occupation for mobile windshield repair business, 1632 2nd St, Zoned T4L (General Urban Zone "Limited"), Ward 2

Appeals 2211PC204, by owners 3112 Pass Rd LLC & Ronald Fremin II, tax parcel 0811D-04-009.000, Requests metal exterior on facility, 3112 Pass Road, Zoned I-1 (Light Industry), Ward 1

Planning Commission Approval 2211PC205, by owners Yolanda & Marcus Stubbs, tax parcel 0908J-01-036.000, Requests home occupation for mobile notary use, 20 Joanna Lane, R-1-10 (Single-family) Ward 6

Zoning Map Amendment 2211PC206, by owners Incia Hernandez & Wilson Martinez, tax parcel 0910N-01-018.001, Request to rezone from B-2 (General Business) to R-B (Residence Business), 3205 F Ave, Zoned B-2 (General Business), Ward 4

Zoning Map Amendment 2211PC207, by agent J. William Williams, tax parcels 0708P-01-004.007 & 0708P-01-006.000, Requests to rezone from R-1-15 (Single-family) to B-2 (General business), 11261 Old Highway 49, Zoned R-1-15 (Single-family), Ward 7

Resubdivision 2211PC208, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2211PC209, by agent Robert Reimann, tax parcel 0809B-03-017.000, Requests to rezone from I-2 (Heavy Industry) to R-3 (General residence), River Ten Rd & Klein Rd, Zoned I-2 (Heavy Industry), Ward 7

Planning Commission Approval 2211PC210, by agent Addison Bell,

Planning Commission Approval 2210PC190, by agent Addison Reimann, tax parcel 0809K-02-002.001, Request approval to allow a medical dispensary use, Creosote Rd, B-4 (Highway business), Ward 3

Final Plat 2211PC211, by agent Robert Reimann, tax parcels 0808O-02-016.000, 0808O-02-019.000, 0808O-02-015.000, Approval of Final Plat for 63-lot subdivision (Southern Breeze Subdivision) with 3 outparcels, Dedeaux Rd & Tanner Rd, Zoned R-1-5 (Single-family) & B-2 (General business), Ward 5

Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive sales of less than 50 vehicles & automotive laundry use, 2601 15th Ave, Zoned B-2 (General business), Ward 3

This the 26th day of October, 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: November 17, 2022

Re: Planning Commission Approval 2211PC205:

Planning Commission Approval 2211PC205, by owners Yolanda & Marcus Stubbs, tax parcel 0908J-01-036.000, Requests home occupation for mobile notary use, 20 Joanna Lane, R-1-10 (Single-family) Ward 6

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2211PC205

Hearing Date: November 17, 2022

Current Zoning/Use: R-1-10 / Single-family Residence

Legal: Planning Commission Approval 2211PC205, by owners Yolanda & Marcus Stubbs, tax parcel 0908J-01-036.000, Requests home occupation for mobile notary use, 20 Joanna Lane, R-1-10 (Single-family) Ward 6

TECHNICAL DETAILS

The applicant requests approval for a home occupation business where they will conduct administrative duties at the home and then visit clients at their place of meeting to aid with “notary services.” The applicant further states, “the hours of operation will be Monday through Friday 8:00 am to 5:00 pm. The occupant will use their business as any other operable business in the area; they will be traveling to and from their home for business purposes. There are no obtrusive impediments in the neighborhood that will be caused by the aforementioned home occupation.

EXECUTIVE SUMMARY

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

Any approval should consider these conditions:

1. Must comply with all planning and zoning rules and regulations.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 11/04/2022.

Public Works: No conditions. Memo dated 11/04/2022.

Traffic and Safety: No conditions. Memo dated 10/31/2022.

Building Code Services: No comment. Memo dated 11/07/2022.

GIS: No comment. Memo dated 11/07/2022

Police Department: No comment. Memo dated 11/07/2022.

Fire Department: No conditions. Memo dated 10/31/2022.

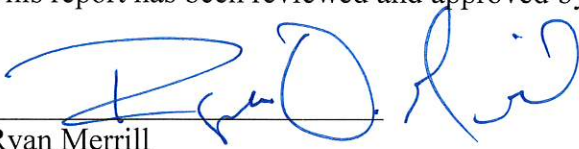
Technical Report
PLANNING COMMISSION APPROVAL

City Arborist:

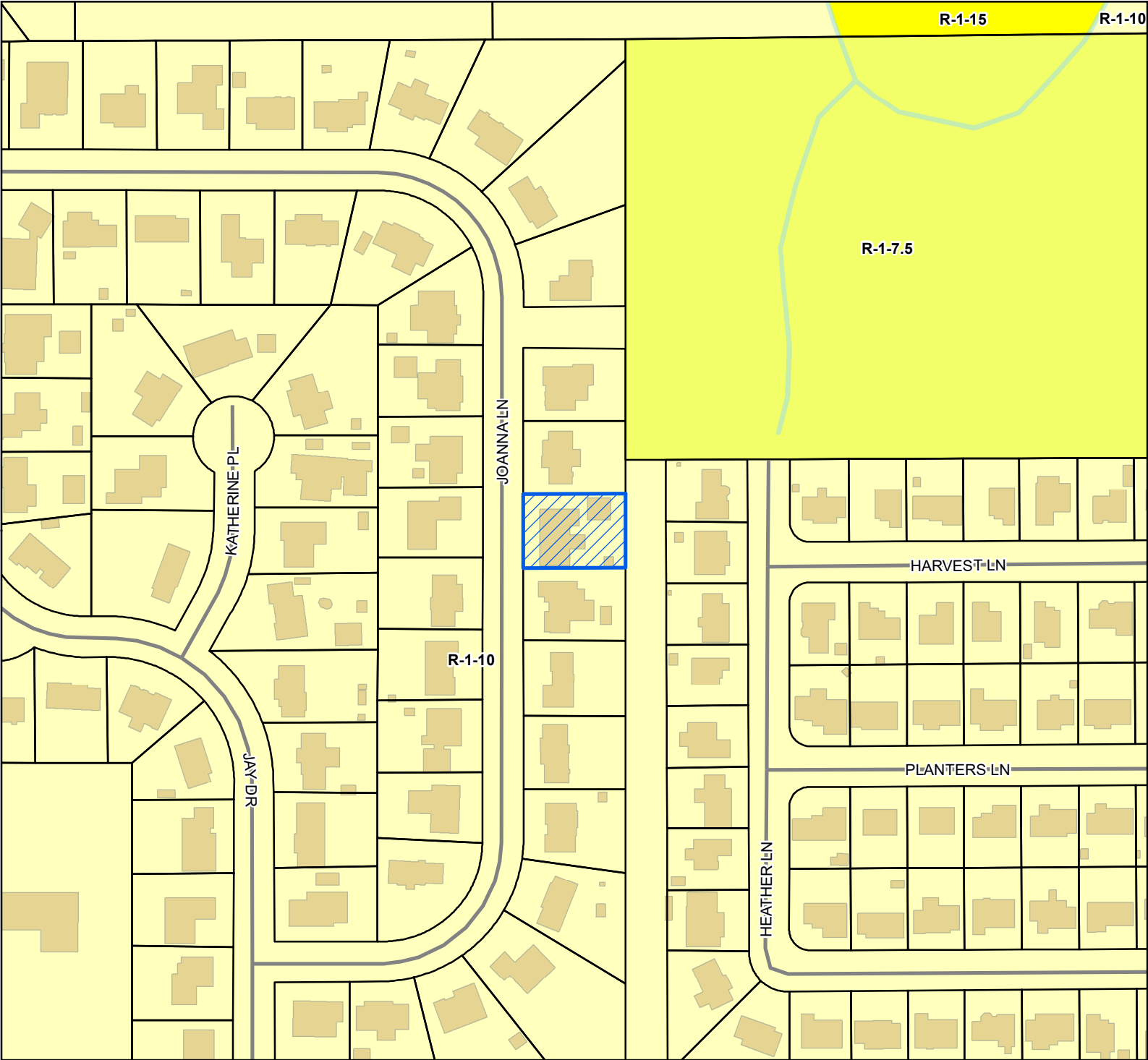
No conditions. Memo dated 10/31/2022.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Ryan Merrill
Director of Urban Development Department



 Site

 Street

 Parcels

 Buildings

 Water Features

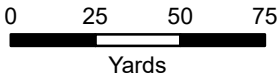
Zoning

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

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

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

Site Information
0908J-01-036.000
Zoning: R-1-10 (Single- family)
Size: 11,379 Sq.ft
Flood: X



1 inch = 170 feet



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



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

APPLICATION FOR PLANNING COMMISSION APPROVAL FOR A HOME OCCUPATION

Property Information

TAX PARCEL #	0	9	0	8	J	-	0	1	-	0	3	6	•	0	0	0
						-			-				•			
						-			-				•			

(If necessary, use separate sheet of paper)

For Staff Use Only

Case Number: 2211PC205Date Received: 10/4/2022

Receipt Number: _____

Received By: 87Zoning: R-2-70Ward: 6 Flood: XSize: 11379 ft²Address of Property Involved: 20 Joanna Lane

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

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

I am requesting approval for office use only for a (Mobile) Notary Public business. Thank you.

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

Yolanda Anna Stubbs

Printed Name of Owner
20 Joanna Lane

Mailing Address
Gulfport, MS 39503

City State Zip code
228-357-5774 228-239-6629- Cell Phone

Home Phone Work/Cell Phone
getitsignedllc@outlook.com

Email
Yolanda A. Stubbs

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.

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.

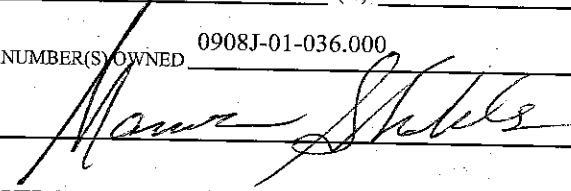
I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request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

NAME OF OWNER (PRINT) Marcus Edward Stubbs

ADDRESS (STREET, CITY, STATE, ZIP CODE) 20 Joanna Lane, Gulfport, MS 39503

PHONE # (H) 228-365-5196 (W) N/A

TAX PARCEL NUMBER(S) OWNED 0908J-01-036.000

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)

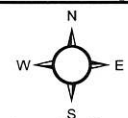
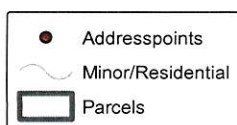
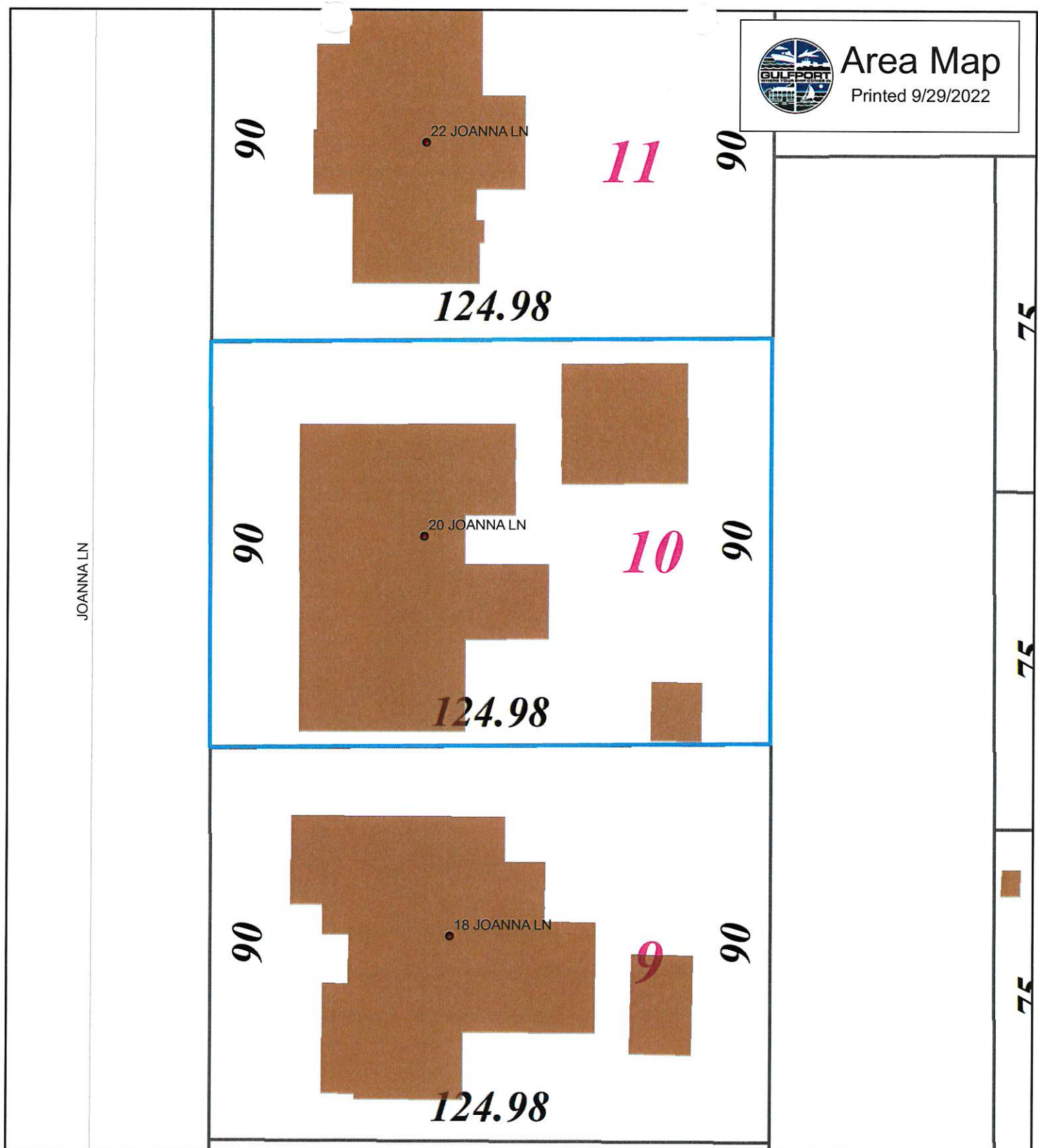
IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES

PERSON/AGENT FOR YOU N/A



Area Map

Printed 9/29/2022



1 inch = 28 feet

DATA DISCLAIMER:
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STATE OF MISSISSIPPI
COUNTY OF HARRISON

This Instrument Prepared By
JONES, JONES & JONES, P.A., Attorneys
P.O. Box 4227
Gulfport, Mississippi 39502
Telephone (601) 864-8965

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 ARSENIO M. NABAS and wife, DIVINA T. NABAS, 539 Mt. Arayat St., Balibago, Angeles City, Philippines. 2009, do hereby sell, convey and warrant unto MARCUS E. STUBBS and wife, YOLANDA A. STUBBS, 20 Joanna Lane, Gulfport, MS 39503, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property being located in the First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

Lot Ten (10), Block Four (4), COLONIAL ESTATES SUBDIVISION, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 29 at Page 4 thereof, reference to which is hereby made in aid of and as a part of this description.

AS PART OF THE CONSIDERATION for this conveyance, the grantees by the acceptance of this Deed, assume and agree to pay, as and when due and payable, all amounts owing on the indebtedness secured by that certain Deed of Trust outstanding against said property dated July 29, 1980, in favor of Coast Federal Savings & Loan Association, the original mortgagee, as recorded in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Deed of Trust Book 899 at Page 178 thereof. The Grantees also hereby assume the obligations of Jeffrey James DeFrances and wife, Irene Maria DeFrances, the original borrowers, under the terms and conditions of the instruments creating the loan to indemnify the Federal Housing Administration to the extent of any claim payment arising from the guaranty or insurance of the indebtedness above mentioned.

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

conveyances and leases of oil, gas and minerals by previous owners.

AD VALOREM TAXES for the current year have been pro-rated and are hereby assumed by the Grantees herein.

ANY AND ALL ESCROW FUNDS now held by Coast Federal Savings & Loan Assn. and/or in connection with the above loan are hereby transferred and assigned unto the Grantees herein.

A VENDOR'S LIEN is hereby reserved by the Grantors to assure the prompt and faithful performance of the conditions of the Note and Deed of Trust hereinabove described. It is understood and agreed that proper cancellation and satisfaction of said Deed of Trust of record shall constitute full cancellation and satisfaction of the within Vendor's Lien.

WITNESS OUR SIGNATURES, on this the 11th day of June, 1996.

Arsenio M. Nabas
ARSENIO M. NABAS

Divina T. Nabas
DIVINA T. NABAS

STATE OF ANGELES

COUNTY OF PHILIPPINES

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, ARSENIO M. NABAS and wife, DIVINA T. NABAS, who acknowledged that the above and foregoing instrument was signed and delivered as the free and voluntary act and deed of the Grantors on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 11th day of June, 1996.

Peter M. Torres, Jr.
NOTARY PUBLIC

PTR No. 7692081/Angelos City

My Commission Expires:

December 31, 1997

Grantor: 864-8965

Grantee: 864-8965

STATEMENT OF FEES
Recording Fee \$6.00
Abstracting/Section Fee at \$1.00 each
Marginal Entry at 50 each
Other 0.00
TOTAL FEES COLLECTED \$7.00

STATE OF MISSISSIPPI, COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT

I hereby certify that this instrument was received and filed for record at 4 o'clock and 15 minutes P. M. on 21st day of August, A.D. 1996 and recorded Aug 22, 1996 in Records of Deeds

Book 345 Pages 443-644

JOHN McADAMS, CHANCERY CLERK Chancery Clerk

By Elmer M. A.

Explain how the site plan is appropriate with regard to:

- Transportation and access

Regarding transportation and access, the site plan is appropriate for the proposed request as there will be no need for transportation, or for additional accesses within the neighborhood. It will not be necessary for customers/clientele to visit the home-based Notary business site since all notarial services will be rendered away from said site and by appointment only.

- Water supply

Regarding water supply, the site plan is appropriate for the proposed request as the City of Gulfport supplies and maintains the water supply at the proposed home-based Notary business, which will not cause any undue harm to the city's water supply.

- Waste disposal

Regarding waste disposal, the site plan is appropriate for the proposed request as there will be no additional accumulation of waste disposal at the home-based Notary business. The waste disposal is managed and maintained by Waste Pro on a weekly basis within the requested/proposed neighborhood.

- Fire and Police protection

Regarding fire and police protection, the site plan is appropriate for the proposed request as the home-based Notary business will be used for administrative purposes only and will not cause any stress-related issues that could/will warrant the need for additional police/fire protection outside of their normal duties. The proposed site plan receives fire and police protection from the City of Gulfport.

- Other public facilities

Regarding other public facilities, the proposed site plan will adhere to all rules and regulations set by the City of Gulfport.

- Why the proposal will not cause undue traffic congestion or create a traffic hazard

My proposal will not cause undue traffic congestion or create a traffic hazard as there will be no customers/clientele to visit the home-based Notary business since all notarial services will be by scheduled appointments only, which will be away from said site.

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

My proposal is in harmony with the orderly and appropriate development of the district in which the use is located as the proposed home-based Notary business will perform notarial administrative duties only, and my services will not disrupt the serene and peaceful environment of my neighbors.

CHECKLIST FOR HOME OCCUPATIONS

Owner's Name: Marcus & Yolanda Stubbs

Address: 20 Joanna Lane, Gulfport, MS 39503

Phone: (Home) 228-357-5774 (Work/Cell) 228-239-6629

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

Name of business or service to be used as home occupation: Get It Signed, LLC

Nature of business: To perform administrative duties of a Mobile Notary, e.g., maintain log/records of notarizations.

Please fill in all the appropriate blanks:

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

Earlier than 8:00 a.m. _____

Give hours: _____

Later than 5:00 p.m.: _____

Give hours: _____

Method of conducting business:

Telephone: ✓

Mail order: _____

Personal computer: ✓

Appointment: ✓

Traffic generation:

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

If so, specify the number and frequency of deliveries: N/A

Describe size of vehicle making deliveries: N/A

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

Yes, Notary services will be by appointments only. There will be no drop-by visits.

Specify number and frequency of visits by clients and customers: 0

Is everything made, manufactured, or provided on site? N/A

Is special equipment required in production? N/A

If so, described it, giving size of motor, etc. N/A

Are sales made from the premises? No

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

Local stores on consignment: N/A

Arts and crafts or flea markets: N/A

Trade shows: N/A

Other: N/A

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

Yes _____ No ☒

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

Printed Name: Yolanda Anna Stubbs

Signature: Yolanda A. Stubbs

Date: 10/4/2022

MISCELLANEOUS PAYMENT RECPT#: 11842756
CITY OF GULFPORT

GULFPORT, MS 39501

DATE: 10/04/22 TIME: 11:29:42
CLERK: jseferovi DEPT:
CUSTOMER#:

COMMENT:

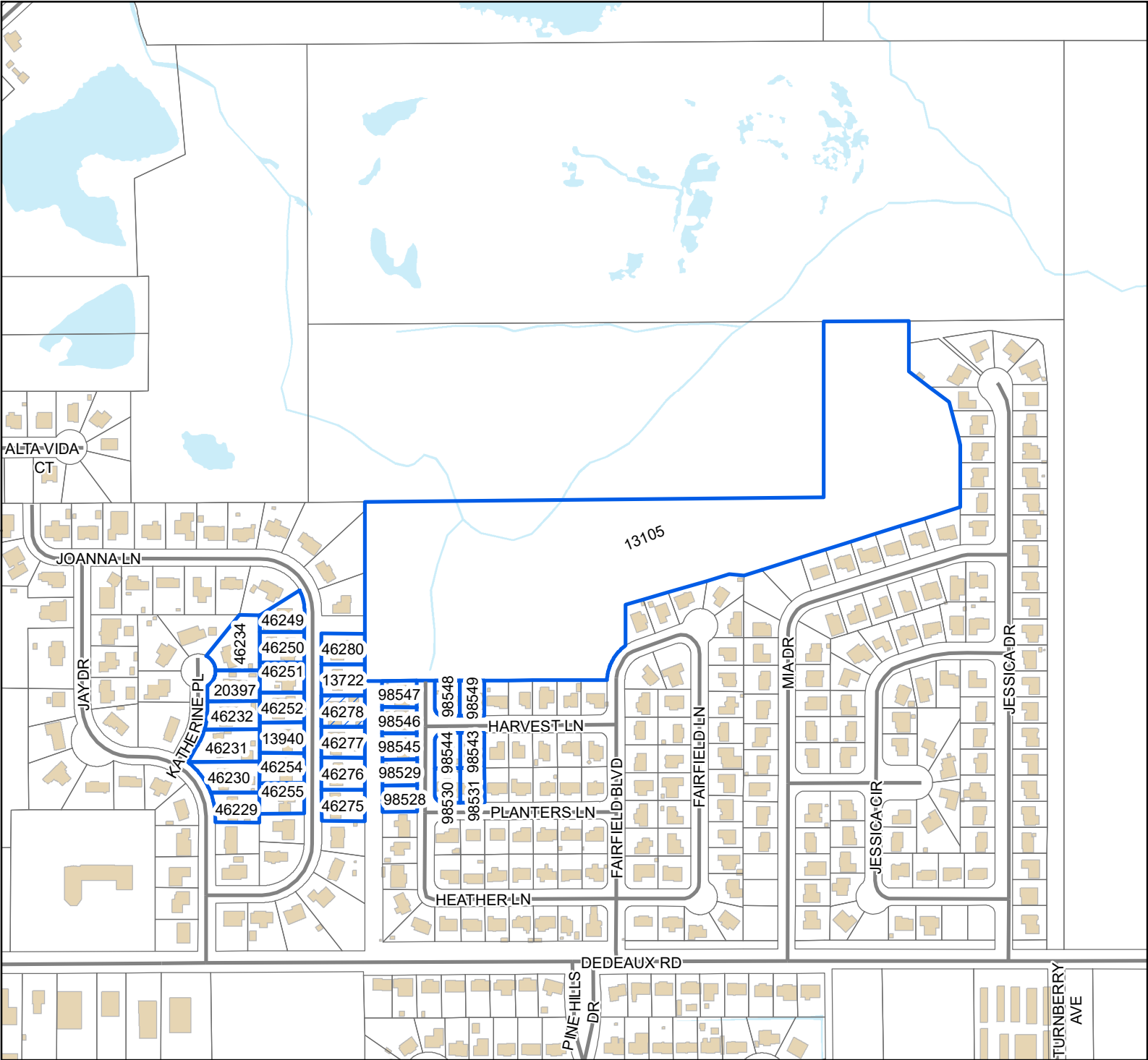
CHG: PZD PLANNING AND ZO 75.00

AMOUNT PAID: 75.00

PAID BY: YOLANDA STUBBS
PAYMENT METH: CHECK
334

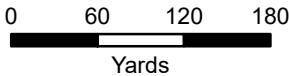
REFERENCE:

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



Legend

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



1 inch = 400 feet



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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	46278	0908J-01-036.000	STUBBS MARCUS E & YOLANDA A	20 JOANNA LN	GULFPORT	MS	39503
	Adjacent Property Owners (0908J-01-036.000)						
	98545	0908J-01-001.043	AINSWORTH DONNA R	29 HEATHER LANE	GULFPORT	MS	39503
	46251	0908J-01-024.000	ASKINS CHRISTY M	21 JOANNA LANE	GULFPORT	MS	39503
	98529	0908J-01-001.028	BEATTIE JEFFERY D & NEWMAN ANGELA	27 HEATHER LN	GULFPORT	MS	39503
	46280	0908J-01-023.001	BELL WILLIAM B	24 JOANNA LANE	GULFPORT	MS	39503
	46229	0908J-01-030.000	BRIGHT BRENDA E	8 JAY DR	GULFPORT	MS	39503
	46276	0908J-01-038.005	CAUSEY JOE	16 JOANNA LN	GULFPORT	MS	39503
	46232	0908J-01-024.001	COLEMAN BOBBY J & CLARA	2 KATHERINE PLACE	GULFPORT	MS	39503
	46277	0908J-01-037.000	COOPER CHARLES III & DOROTHY	16 JOANNA LN	GULFPORT	MS	39503
	46250	0908J-01-024.006	CUMBERLAND JAMES T	23 JOANNA LANE	GULFPORT	MS	39503
	13105	0908J-01-001.000	DALEY ROBERT M & JEREMIA R	P O BOX 4273	GULFPORT	MS	39502
	98530	0908J-01-001.029	EPHRAIM NORVESHIA V	14 PLANTERS LANE	GULFPORT	MS	39503
	98549	0908J-01-001.047	EVANS CARL D	12 HARVEST LN	GULFPORT	MS	39503
	98546	0908J-01-001.044	FISHMAN CHERYL A	31 HEATHER LANE 3808	GULFPORT	MS	39503
	98531	0908J-01-001.030	FOWLER LAVELL	2107 23RD AVE UNIT A	GULFPORT	MS	39501
	46255	0908J-01-033.000	HINTON BENJAMIN JERMAINE	8465 SOUTH CAROLINA AVE	GULFPORT	MS	39501
	46230	0908J-01-030.002	HOETGER SHERREL M & SONNY C	10 JAY DRIVE	GULFPORT	MS	39503
	46234	0908J-01-024.005	JACKSON NEIDRA R	4 KATHERINE PLACE	GULFPORT	MS	39503
	13722	0908J-01-023.000	JORDAN WILBUR O & DEBORAH A	22 JOANNA LN	GULFPORT	MS	39503
	46231	0908J-01-029.000	KEITH CLAUDIA A	1 KATHERINE PL	GULFPORT	MS	39503
	98543	0908J-01-001.041	LOVATO SAM	11 HARVEST LN	GULFPORT	MS	39503
	98548	0908J-01-001.046	PAYNE JOHN & ELEONOR	14 HARVEST LANE	GULFPORT	MS	39503
	46249	0908J-01-024.014	PLUMMER STEVE E & ANGELA D	25 JOANNA LN	GULFPORT	MS	39503
	98544	0908J-01-001.042	RATLIFF KRONDENESRA MEANS	20 HEATHER LANE	GULFPORT	MS	39503
	20397	0908J-01-024.002	ROBERTS GLEN R & BRIDGET G	3 KATHERINE PL	GULFPORT	MS	39503
	13940	0908J-01-034.001	ROBINSON LAWRENCE L & JOCELYN	17 JOANNA LN	GULFPORT	MS	39503
	98528	0908J-01-001.027	STRONG ANDREW M	25 HEATHER LANE	GULFPORT	MS	39503
	46252	0908J-01-035.000	STUBBS LOUISE	19 JOANNA LN	GULFPORT	MS	39503
	46275	0908J-01-038.001	TROTTER DELANA -TRUSTEE-	1008 E 51ST ST	LOS ANGELES	CA	90011
	46254	0908J-01-034.000	WALKER SHANNON	15 JOANNA LANE	GULFPORT	MS	39503
	98547	0908J-01-001.045	WILLIAMS ANDY A	33 HEATHER LN	GULFPORT	MS	39503

RE: Planning Commission Approval 2211PC205, by owners Yolanda & Marcus Stubbs, tax parcel 0908J-01-036.000, Requests home occupation for mobile notary use, 20 Joanna Lane, R-1-10 (Single-family) Ward 6

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, November 17, 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, November 17, 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.

CE

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:
IPL0096113
External Order #:
340357
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
BLX - Legal Ads
Final Cost:
85.20
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
October 27, 2022 11:41:15 AM EDT
Amount:
81.72
Date
October 31, 2022 2:13:43 PM EDT
Amount:
3.48

SCHEDULE FOR AD NUMBER IPL00961130

November 2, 2022

PREVIEW FOR AD NUMBER IPL00961130**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 PM, Thursday, November 17, 2022 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2211PC194, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests for outdoor entertainment venue, 942 1/2 Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

Zoning Map Amendment 2211PC195, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 942 1/2 Beach Blvd, Ward 2

Planning Commission Approval 2211PC196, by owner Jemille Johnson, tax parcel 0810B-03-099.000, Requests mobile home use, W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

Zoning Map Amendment 2211PC198, by agent Jorge Vargas, tax parcel 1607M-01-038.000, Requests to rezone from R-3 (Residence-business) to R-E (Residence estate), 13062 Shekdon St, Zoned R-B (Residence-business), Ward 6

Planning Commission Approval 2211PC199, by agent Terrell Roddy, tax parcel 0808D-04-004.000, Requests to allow a medical cannabis dispensary use, 12407 HWY 49 N, Zoned B-4 (Highway business), Ward 7

Special Exception 2211SE200, by agent Adeeb Bolros, tax parcel 0810C-03-059.000, Requests liquor store use, 8304 HWY 49 B, Zoned B-4 (Highway business), Ward 3

Planning Commission Approval 2211PC201, by owners Barry & Theresa Weyland, tax parcel 1010E-03-007.015, Request home occupation for real estate office, 927 Old Towne St, Zoned T3 (Sub-Urban Zone), Ward 4

Zoning Map Amendment 2211PC202, by agent Joyce Unsworth, tax parcel 07100-02-102.002, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4809 29th St, Zoned B-1 (Neighborhood business), Ward 1

Planning Commission Approval 2211PC203, by agent Doug Hanson, tax parcel 0811G-03-033.000, Request home occupation for mobile windshield repair business, 1632 2nd St, Zoned T4L (General Urban Zone "Limited"), Ward 2

Appeals 2211PC204, by owners 3112 Pass Rd LLC & Ronald Fremin II, tax parcel 0811D-04-009.000, Requests metal exterior on facility, 3112 Pass Road, Zoned I-1 (Light Industry), Ward 1

Planning Commission Approval 2211PC205, by owners Yolanda & Marcus Stubbs, tax parcel 0903J-01-036.000, Requests home occupation for mobile notary use, 20 Joanna Lane, R-1-10 (Single-family), Ward 6

Zoning Map Amendment 2211PC206, by owners Incia Hernandez & Wilson Martinez, tax parcel 0910N-01-018.001, Request to rezone from B-2 (General Business) to R-B (Residence Business), 3205 F Ave, Zon

Zoning Map Amendment 2211PC207, by agent J. William Williams, tax parcels 0708P-01-004.007 & 0708P-01-006.000, Requests to rezone from R-1-15 (Single-family) to B-2 (General business), 11261 Old Highway 49, Zoned R-1-15 (Single-family), Ward 7

Resubdivision 2211PC208, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2211PC209, by agent Robert Reimann, tax parcel 0809B-03-017.000, Requests to rezone from I-2 (Heavy Industry) to R-3 (General residence), River Ten Rd & Klein Rd, Zoned I-2 (Heavy Industry), Ward 7

Planning Commission Approval 2211PC210, by agent Addison Reimann, tax parcel 0809K-02-002.001, Request approval to allow a medical cannabis dispensary use, Creosote Rd, B-4 (Highway business), Ward 3

Final Plat 2211PC211, by agent Robert Reimann, tax parcels 0808O-02-016.000, 0808O-02-019.000, 0808O-02-015.000, Approval of Final Plat for 63-lot subdivision (Southern Breeze Subdivision) with 3 outparcels, Dedoux Rd & Tanner Rd, Zoned R-1-5 (Single-family) & B-2 (General business), Ward 5

Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive sales of less than 50 vehicles & automotive laundry use, 2601 15th Ave, Zoned B-2 (General business), Ward 3

Planning Commission Approval 2210PC178, by agent John Dixon, tax parcel 0608L-02-017.000, Request approval to allow a medical cannabis dispensary use, 11370 HWY 49 Suite G, Zoned B-4 (Highway business), Ward 7

This the 26th day of October, 2022

Keith Williams, Chairman
City of Gulfport Planning Commission

IPL0096113
Nov 2 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: November 17, 2022

Re: Planning Commission Approval 2211PC210:

Planning Commission Approval 2211PC210, by agent Addison Reimann, tax parcel 0809K-02-002.001, Request approval to allow a medical cannabis dispensary use, Creosote Rd, B-4 (Highway business), Ward 3

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2211PC210

Hearing Date: November 17, 2022

Current Zoning/Use: B-4 / Vacant property

Legal: Planning Commission Approval 2211PC210, by agent Addison Reimann, tax parcel 0809K-02-002.001, Request approval to allow a medical cannabis dispensary use, Creosote Rd, 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

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 to this development. The site plan leaves a little to be desired and does not include parking. Shared parking with the hotel may be an option, but there are no statements in the application that indicates that is the route chosen.

Any approval should consider these conditions:

1. Need construction plans at time of permitting.

DEPARTMENTAL CONDITIONS

Engineering: Conditions: Construction/civil plans required at time of permitting. Memo dated 11/07/2022.

Public Works: Conditions: need construction plans at time of permitting. Memo dated 11/07/2022.

Traffic and Safety: No conditions. Memo dated 10/31/2022.

Building Code Services: No conditions. Memo dated 11/07/2022.

GIS: No comments as of 11/10/22.

Technical Report
PLANNING COMMISSION APPROVAL

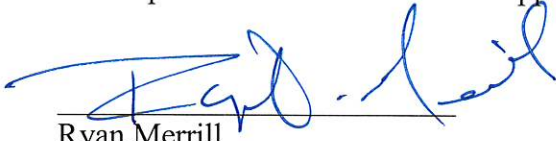
Police Department: No comments as of 11/10/22.

Fire Department: No conditions. Memo dated 10/27/2022.

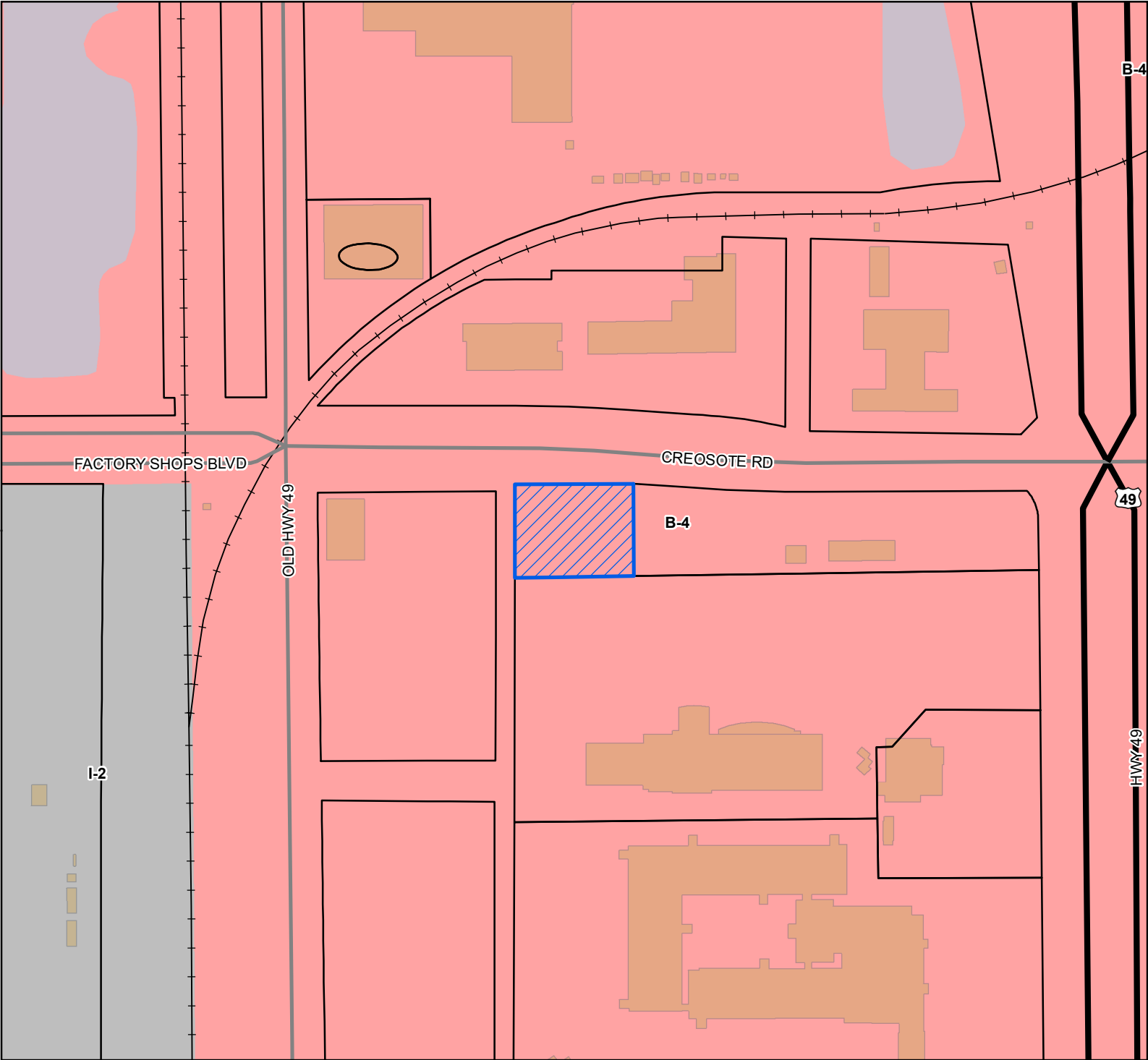
City Arborist: No conditions. Memo dated 10/31/2022.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

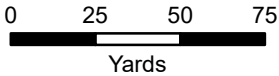


Ryan Merrill
Director of Urban Development Department



- Site
- US or State Highway
- Street
- Railroad
- Parcels
- Buildings
- Water Features
- Zoning**
 - B-4 - Highway Business District
 - I-2 - Heavy Industry District

Site Information
0809K-02-002.001
Zoning: B-4 (Highway business)
Size: 16,500 sqft
Flood: X



1 inch = 170 feet



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



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 221PC210

Case Number: 221PC210 MW

Date Received: 10-4-22

Receipt Number: _____

Received By: _____

Zoning: B-4

Ward: 3 Flood: X

Size: 16,500 ft²

(If necessary, use separate sheet of paper)

TAX PARCEL # 08 09 K - 02 - 002 . 001

Address of Property Involved: NONE - YET

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

General Location: CREOSOTE RD & OLD Hwy 49; NEXT TO KERN OPTICAL.

GENERAL DESCRIPTION OF REQUEST:

APPROVAL FOR USE OF MEDICAL CANNABIS DISPENSARY
ON PROPOSED PARCEL

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

MICHAEL SHULAR
Printed Name of Owner
9475 Hwy 49
Mailing Address
Gulfport MS 39503
City State Zip code
228 679 -1700
Home Phone Work/Cell Phone
Email
Signature of Owner

AGENT

ADDISON RIEMANN
Printed Name of Agent
520 CHAMPAIN ST
Mailing Address
Gulfport MS 39507
City State Zip code
228 297 5067
Home Phone Work/Cell Phone
ADDISONRIEMANN@GMAIL.COM
Email
Signature of Agent

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

☐

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

RYMEDYRX, LLC
520 Champion Street
Gulfport, MS 39507

October 4, 2022

Michael L. Shular
9475 Highway 49
Gulfport, Mississippi 39503

Re: Proposed Medical Cannabis Dispensary;
Harrison County, Mississippi Parcel No. 0809K-02-002.001;
PPIN 93598

Dear Mr. Schular:

As you are aware, RYMEDYRX, LLC seeks to open a medical cannabis dispensary on Harrison County, Mississippi Parcel No. 0809K-02-002-.001 (the "Subject Property"). You and/or your companies own and operate the Holiday Inn and Best Western hotels (your "Hotels") south of the Property. The parcels upon which your Hotels operate is within 500 feet of the boundary of the Subject Property. The Subject Property is currently zoned B-4.

The City of Gulfport's Ordinance No. 3130 (May 3, 2022) schedules permitted uses relative to the retail and wholesale trade of medical cannabis. While Medical Cannabis Dispensaries are generally allowed by right in B-4 zoned parcel, in the event the proposed facility is located within 500 feet of a "Residential Use," Planning Commission approval is required. We understand that the City of Gulfport and its agencies interpret "Residential Use" to include hotel operations.

By way of this correspondence, we are requesting that you confirm by your signature below, that you, individually and on behalf of your Hotels, have no objection to the use of the Subject Property for a Medical Cannabis Dispensary.

Sincerely,

REMEDY RX, LLC



Addison Riemann, Manager

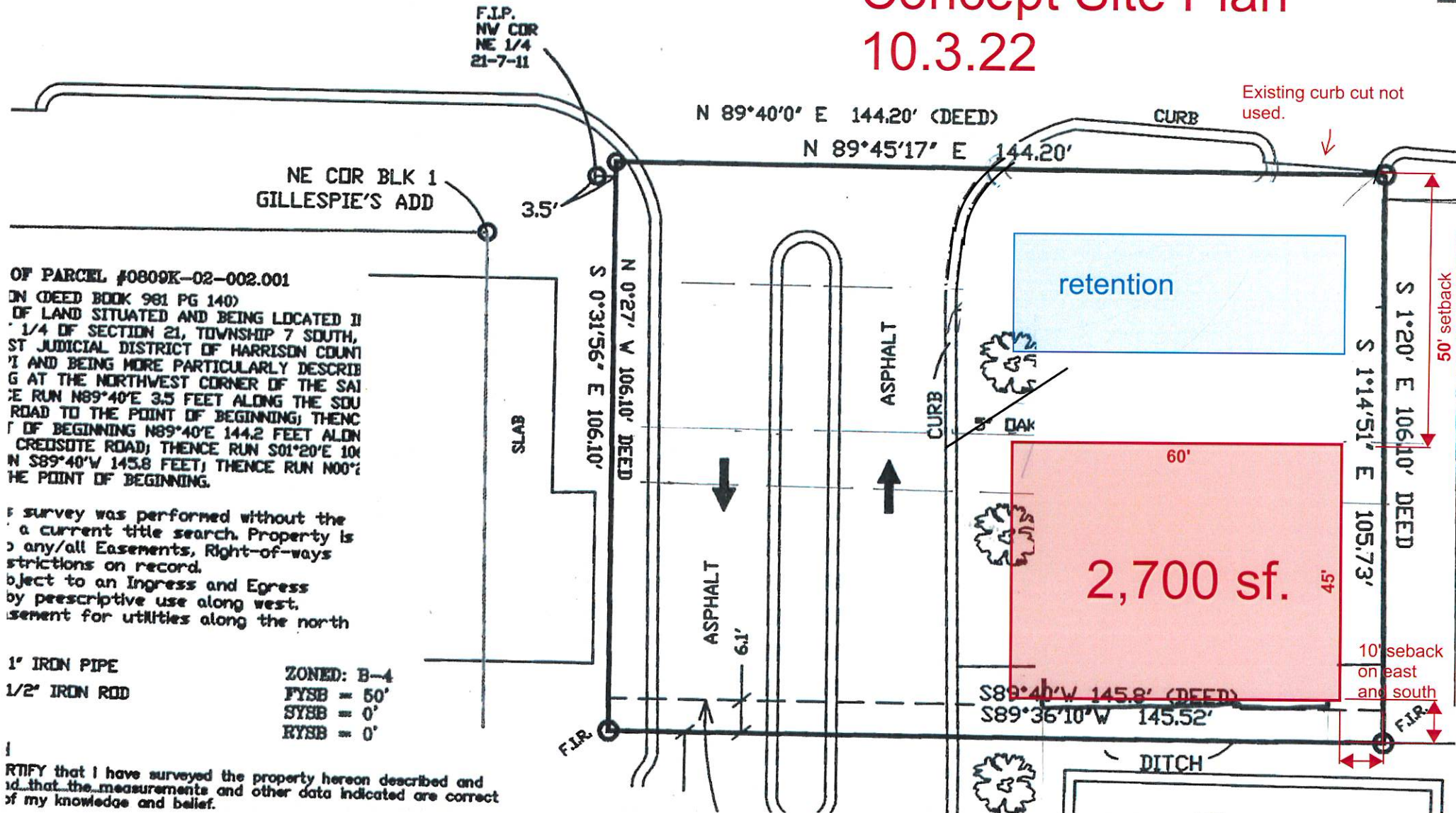
AGREED:


MICHAEL L. SHULAR, individually

EXIT 34A LLC


MICHAEL L. SHULAR, Managing Member

Concept Site Plan 10.3.22



F) We have decided to go with the attached concept site plan with parking for customers on the south side. This will eliminate parking along creosote road, making access to the entrance of the retail space on the south side, easy and safe. We will engage in a parking lot agreement to ensure perpetual ingress/ egress and parking for not only our parcel but the adjacent hotel as well. This will also eliminate any potential traffic congestion from using the current curb cut as an ingress and using the boulevard to the west as an egress and will also mitigate potential traffic hazards. We intend to meet all city requirements and regulations pertaining to water supply and waste management. There will be at least one entry/exit on the north side of the building and one entry/exit on the south side of the building for easy access in the event fire and or police protection is / are needed. This proposal is seeking approval for use of a cannabis dispensary in the B-4 Zone. A by right zone, however, the subject parcel neighbors a parcel developed with a hotel. While we understand the definition of residential use contains a hotel, we feel the intent of that requirement was to ensure that a cannabis company would not be close to residential neighborhoods. Thus, we chose this parcel specifically because it is not close to any neighborhood and would argue this is the ideal spot for this particular type of business in our city.



Designation of Agent

I, MICHAEL SHULAR, being owner of the property 0809K-02-002.001
PRINT NAME PRIMARY ADDRESS OF PARCEL
which is the subject of this application hereby authorize ADDISON RIEMANN to act as my
PRINT NAME
representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning
Commission, and/or City Council, and/or permitting and licensing, as required by the City.

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

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

Signature

10-4-22

Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 4 day of October, 2022

Notary Public



11-8-25

Commission Expiration

Prepared by and Return to:
Michael B. McDermott, MS Bar #2379
Page, Mannino, Peresich & McDermott, P.L.L.C.
759 Howard Avenue, Biloxi, MS 39530
(228) 374-2100



Shular J1 - GULFPORT DISTRICT
Instrument 2021-0031265-D-J1
Filed/Recorded 11/08/2021 3:27:01 PM
Total Fees 26.00
5 Pages Recorded

TITLE NOT EXAMINED

INDEXING INSTRUCTIONS: NW Corner NW1/4 of the NE1/4 of Sec. 21, T7S, R11 W, 1st JD
NE1/4 of Sec. 21, T7S, R11W, 1st JD
NW1/4 of NE1/4 of Sec. 21, T7S, R11W, 1st JD

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

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

MICHAEL L. SHULAR
9475 Highway 49, Gulfport, MS 39503; Phone 865-654-3600

does hereby sell, convey and warrant unto

SHULAR MISSISSIPPI HOLDINGS, L.L.C.
A Mississippi Limited Liability Company
9475 Highway 49, Gulfport, MS 39503; Phone 865-654-3600

the following described real property, together with all improvements thereon, located in the First Judicial District of Harrison County, Mississippi, more particularly and certainly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

This conveyance is subject to all restrictions, reservations and easements affecting said property on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi.

Ad valorem taxes for the year 2021 have been prorated between the parties hereto and the obligation to pay same is assumed by the Grantees herein, who will pay same when due.

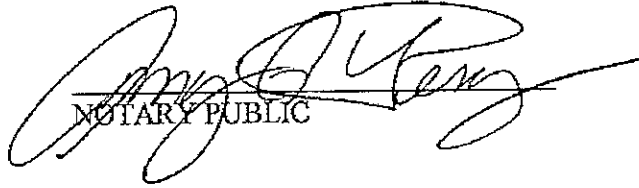
WITNESS my signature on this the 5TH day of NOVEMBER, 2021.


MICHAEL L. SHULAR

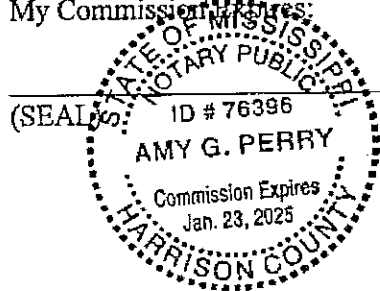
STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority, a notary public in and for the aforesaid jurisdiction, the within named MICHAEL L. SHULAR, who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND, and official seal of office, this 5th day of November 2021.


NOTARY PUBLIC

My Commission Expires:



PARCEL 1

Commencing at the Northwest corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 21, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi, thence run South 00 degrees 45 minutes 45 seconds East, a distance of 325.9 feet more or less to the South line of the Mississippi Power Company powerline easement, said point being the POINT OF BEGINNING; thence run North 89 degrees 47 seconds 38 minutes East a distance of 447.05 feet to a point on said South line of the Mississippi Power Company easement; thence run South 00 degrees 46 minutes 00 seconds East, a distance of 156 feet to a point; thence run North 89 degrees 47 minutes 38 seconds East a distance of 200 feet to a point on the West margin of U.S. Highway #49; run thence South 00 degrees 46 minutes 00 seconds East, a distance of 240 feet to an iron pin on the West margin of U. S. Highway #49; thence run South 89 degrees 47 minutes 22 seconds West, a distance of 647.05 feet to an iron pin; thence run North 00 degrees 45 minutes 45 seconds West, a distance of 394 feet to the POINT OF BEGINNING.

Said property being subject to a sewer easement in favor of Waffle House, Inc., of record in Book 810, Page 331 in the Deed of Records of Harrison County, Mississippi.

Being the same property conveyed by Norman L. Breland, Substituted Trustee to First American National Bank of Nashville, of record in Book 801, Page 316, Deed Records, Harrison County, Mississippi.

PARCEL 2

Commencing at the NW Corner of the NW $\frac{1}{4}$, Sec 21, T7S, R11W, Harrison County, Miss. thence N89° 40'E a distance of 3.45 feet to a point; thence S 0° 33' 35"E a distance of 106.04 feet to the point of beginning; thence N 89° 40' E a distance of 647.44 feet to the West R/W line of U.S. 49; thence S 0° 46'E along the West R/W line of U.S. 49 a distance of 173.61 feet to a point; thence S 89° 40'W 140 feet to a point; thence S 43° 37' 30"W a distance of 61.97 feet to a point; thence S 89° 40'W a distance of 464.85 feet to a point; thence N 0° 33' 30"W a distance of 218.42 to the point of beginning. Said parcel contains 3.08 acres.

This conveyance is subject to Mississippi Power Co. easements and other Restrictions of Record.

Grantor hereby reserves a fifteen feet wide easement across the above property, for sanitary sewer line and maintenance thereof. The centerline of said easement is identified on survey dated January 11, 1979, prepared by James R. Clarke R. L. S. #1653. Grantee agrees to do those things necessary to protect Grantor's sewer line from damage by Grantee's construction and/or use of subject property. *(See Below)

Together with a temporary non-exclusive easement for the purpose of ingress/egress to the above described property commencing at the NW Corner of the NW $\frac{1}{4}$, Sec 21, T7S, R11W, Harrison County, Miss. Thence N 89° 40'E a distance of 190.95 feet to the point of beginning; thence S 0° 20'E a distance of 106.04 feet to a point; thence N 89° 40'E a distance of 40 feet to a point; thence N 0° 20'W a distance of 106.04 feet; thence S 89° 40'W a distance of 40 feet to a point of beginning. This easement shall automatically terminate after 60 days written notice to vacate has been mailed to Grantee.

Together with a permanent non-exclusive easement for the purpose of ingress/egress to the above described property commencing at the NW Corner of the NW $\frac{1}{4}$, Sec 21, T7S, R11W, Harrison County, Miss., thence N 89° 40' E a distance of 3.45 feet to the point of beginning; thence S 0° 33' 30" E a distance of 106.04 feet to a point; thence N 89° 40' E a distance of 50 feet to a point; thence N 0° 33' 31"W a distance of 106.04 feet to a point; thence S 89° 40' W a distance of 50 feet to the point of beginning.

EXHIBIT "A"

Page 1 of 2

PARCEL 3

A parcel of land situated and being located in the Northeast 1/4 of Section 21, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi and being more particularly described as: Commencing at the northwest corner of the said Northeast 1/4; thence run North 89 degrees 40 minutes East 3.5 feet along the south margin of Creosote Road to the Point of Beginning; thence run from said Point of Beginning North 89 degrees 40 minutes East 144.2 feet along the south margin of Creosote Road; thence run South 01 degrees 20 minutes East 106.1 feet; thence run South 89 degrees 40 minutes West 145.8 feet; thence run North 00 degrees 27 minutes West 106.1 feet to the Point of Beginning.

PARCEL 4

A parcel of land located in and being a part of the Northwest One-Fourth (1/4) of the Northeast One-Fourth (1/4) of Section 21, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as:

Commencing at the Northwest corner of the Northwest 1/4 of the Northeast 1/4 of Section 21, Township 7 South, Range 11 West, said point being on the South right-of-way of Creosote Road, thence South 89° 57' 16" East along said South right-of-way of said Creosote Road a distance of 147.75 feet to the Northwest corner of that property conveyed to Waffle House Inc., by Warranty Deed recorded at Page 349 of Book 1313 of the Deed of Records of Harrison County, Mississippi; thence South 01° 28' 56" East along the West line of said Waffle House, Inc., a distance of 101.13 feet to the Southwest corner of said Waffle House, Inc.; thence North 89° 40' 49" East along the South line of said Waffle House Inc., a distance of 501.79 feet to the Southeast corner of said Waffle House, Inc., said point being on the West right-of-way of U.S. Highway 49; thence South 00° 46' 00" East along said West right-of-way of U.S. Highway 49 a distance of 379.82 feet to the Southeast corner of that property conveyed to Michael L. Shular by Warranty Deed recorded at Page 472 of Book 1396 of the Deed of Records of Harrison County, Mississippi formerly belonging to Midstream Fuel Service, Inc., thence South 89° 57' 44" West along the Southern property line of said Shular Property a distance of 201.11 feet to the Southwest corner of said Shular Property; thence North 00° 46' 00" West along the Western property line of said Shular Property a distance of 103.57 feet to the Northeast corner of that parcel conveyed to Exit 34A, LLC by Warranty Deed recorded at Page 75 of Book 1422 of the Deed of Records of Harrison County, Mississippi, said point also being the Point of Beginning; thence from said Point of Beginning, South 89° 39' 24" West along the Northern property line of said parcel a distance of 447.38 feet to the Northwest property corner of said Exit 34A, LLC; thence South 00° 30' 27" East a distance of 30.0 feet; thence North 89° 39' 24" East a distance of 447.52 feet to a point on the Eastern property line of said Exit 34A, LLC; thence North 00° 46' 00" West along said Eastern property line of said parcel a distance of 30.0 feet to the Point of Beginning. Said parcel described above being the Northern 30.0 feet of that property deeded to Exit 34A, LLC by Warranty Deed recorded at Pages 75-77 of Book 1422 of the Deed of Records of Harrison County, Mississippi. Said parcel contains 13,423 square feet or 0.308 acres, more or less and being located in and a part of the Northwest 1/4 of the Northeast 1/4 of Section 21, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi.

Prepared by and Return to:
Michael B. McDermott, MS Bar #2379
Page, Mannino, Peresich & McDermott, P.L.L.C.
759 Howard Avenue, Biloxi, MS 39530
(228) 374-2100



JLD J1 - GULFPORT DISTRICT
Instrument 2021-0031257-D-11
Filed/Recorded 11/08/2021 3:24:01 PM
Total Fees 36.00
4 Pages Recorded

TITLE NOT EXAMINED

INDEXING INSTRUCTIONS: Exempt

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

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

MICHAEL L. SHULAR
9475 Highway 49, Gulfport, MS 39503; Phone 865-654-3600

does hereby sell, convey and warrant unto

SHULAR MISSISSIPPI HOLDINGS, L.L.C.
A Mississippi Limited Liability Company
9475 Highway 49, Gulfport, MS 39503; Phone 865-654-3600

the following described real property, together with all improvements thereon, located in the First Judicial District of Harrison County, Mississippi, more particularly and certainly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

This conveyance is subject to all restrictions, reservations and easements affecting said property on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi.

Ad valorem taxes for the year 2021 have been prorated between the parties hereto and the obligation to pay same is assumed by the Grantees herein, who will pay same when due.

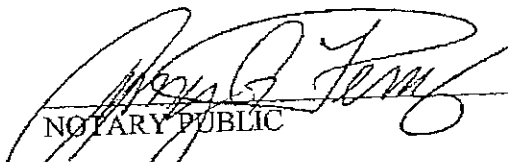
WITNESS my signature on this the 5TH day of NOVEMBER, 2021.


MICHAEL L. SHULAR

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority, a notary public in and for the aforesaid jurisdiction, the within named MICHAEL L. SHULAR, who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND, and official seal of office, this 5th day of November, 2021.


NOTARY PUBLIC

My Commission Expires:

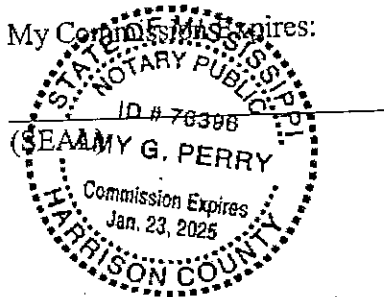


EXHIBIT "A"

ANY AND ALL PROPERTIES OWNED BY MICHAEL L. SHULAR SITUATED IN THE FIRST
JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI.

LRMINQ01 APPRINQ43 LAND ROLL MAINTENANCE
Parcel 0809K-02-002.001 Library 2023
Legal Description LOT 144.2 X 106.1 FT AT NW COR OF
NE1/4 SEC 21-7-11
(split from 00403110-0010)

LRWINQ02/HC

PPIN 93598
Page 1

F1-1ST LGL,F2-NXT LGL,F3-NXT PARCEL,F4-NAME,F7-DEED,F8-FLAG,F9-OPTION,F10-PRINT

MISCELLANEOUS PAYMENT RECPT#: 11843471
CITY OF GULFPORT

GULFPORT, MS 39501

DATE: 10/04/22 TIME: 16:02:11
CLERK: jseferovi DEPT:
CUSTOMER#:

COMMENT:

CHG: PZD PLANNING AND ZO 75.00

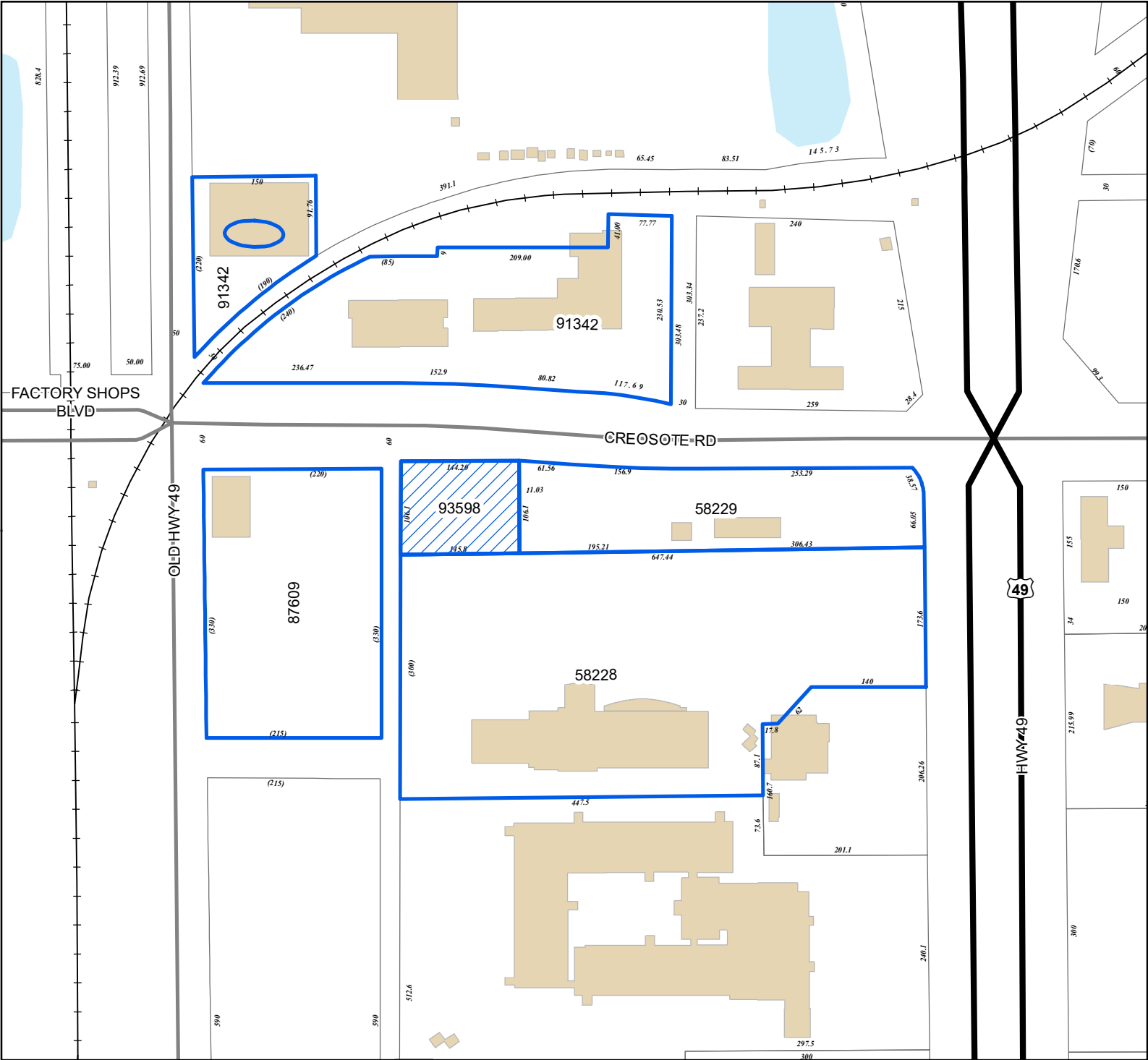
AMOUNT PAID: 75.00

PAID BY: ROBERT RIEMANN
PAYMENT METH: CHECK
 499

REFERENCE:

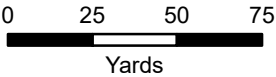
AMT TENDERED: 75.00
AMT APPLIED: 75.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	93598	0809K-02-002.001	MICHAEL SHULAR	9475 HWY 49	GULFPORT	MS	39503
			ADDISON RIEMANN	520 CHAMPLIN ST	GULFPORT	MS	39507
N			Adjacent Property Owners (0809K-02-002.001)				
	91342	0809E-02-002.000	SAVARESE JEFF & DEBRA -LESSEE-C/O HARRI	723 BRIARWOOD DR	LONG BEACH	MS	39560
N	87609	0809L-01-001.000	SHULAR MISSISSIPPI HOLDINGS LLC	9475 HWY 49	GULFPORT	MS	39503
	58228	0809K-02-002.002	SHULAR MISSISSIPPI HOLDINGS LLC	9475 HWY 49	GULFPORT	MS	39503
	58229	0809K-02-001.000	WAFFLE HOUSE INC #319	5986 FINANCIAL DRIVE	NORCROSS	GA	30091



Legend

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



1 inch = 170 feet



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

RE: Planning Commission Approval 2211PC210, by agent Addison Reimann, tax parcel 0809K-02-002.001, Request approval to allow a medical cannabis dispensary use, Creosote Rd, 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, November 17, 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, November 17, 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:
IPL0096113

Order Status:
Submitted

Classification:
Legals & Public Notices

Package:
BLX - Legal Ads

Final Cost:
81.72

Payment Type:
Account Billed

User ID:
IPL0024925

ACCOUNT INFORMATION

GULFPORT URBAN DEVELOPMENT IP
PO BOX 1780
GULFPORT, MS 39502
228-868-5705
AccountsPayable@gulfport-ms.gov
GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT

Date
October 27, 2022 11:41:15 AM EDT

Amount:
81.72

SCHEDULE FOR AD NUMBER IPL00961130

November 2, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00961130**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, November 17, 2022 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2211PC194, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests for outdoor entertainment venue, 942 1/2 Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

Zoning Map Amendment 2211PC195, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 942 1/2 Beach Blvd, Ward 2

Planning Commission Approval 2211PC196, by owner Jermille Johnson, tax parcel 0810B-03-099.000, Requests mobile home use, W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

Zoning Map Amendment 2211PC198, by agent Jorge Vargas, tax parcel 1007M-01-038.000, Requests to rezone from R-B (Residence-business) to R-E (Residence estate), 13062 Sheldon St, Zoned R-B (Residence-business), Ward 6

Planning Commission Approval 2211PC199, by agent Terrell Roddy, tax parcel 0808D-04-004.000, Requests to allow a medical dispensary use, 12407 HWY 49 N, Zoned B-4 (Highway business), Ward 7

Special Exception 2211SE200, by agent Adeeb Botros, tax parcel 0810C-03-059.000, Requests liquor store use, 8304 HWY 49 B, Zoned B-4 (Highway business), Ward 3

Planning Commission Approval 2211PC201, by owners Barry & Theresa Weyland, tax parcel 1010E-03-007.015, Request home occupation for real estate office, 927 Old Towne St, Zoned T3 (Sub-Urban Zone), Ward 4

Zoning Map Amendment 2211PC202, by agent Joyce Unsworth, tax parcel 0710O-02-102.002, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4809 29th St, Zoned B-1 (Neighborhood business), Ward 1

Planning Commission Approval 2211PC203, by agent Doug Hanson, tax parcel 0811G-03-033.000, Request home occupation for mobile windshield repair business, 1632 2nd St, Zoned T4L (General Urban Zone "Limited"), Ward 2

Appeals 2211PC204, by owners 3112 Pass Rd LLC & Ronald Fremin II, tax parcel 0811D-04-009.000, Requests metal exterior on facility, 3112 Pass Road, Zoned I-1 (Light Industry), Ward 1

Planning Commission Approval 2211PC205, by owners Yolanda & Marcus Stubbs, tax parcel 0908J-01-036.000, Requests home occupation for mobile notary use, 20 Joanna Lane, R-1-10 (Single-family) Ward 6

Zoning Map Amendment 2211PC206, by owners Incia Hernandez & Wilson Martinez, tax parcel 0910N-01-018.001, Request to rezone from B-2 (General Business) to R-B (Residence Business), 3205 F Ave, Zoned B-2 (General Business), Ward 4

Zoning Map Amendment 2211PC207, by agent J. William Williams, tax parcels 0708P-01-004.007 & 0708P-01-006.000, Requests to rezone from R-1-15 (Single-family) to B-2 (General business), 11261 Old Highway 49, Zoned R-1-15 (Single-family), Ward 7

Resubdivision 2211PC208, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2211PC209, by agent Robert Reimann, tax parcel 0809B-03-017.000, Requests to rezone from I-2 (Heavy Industry) to R-3 (General residence), River Ten Rd & Klein Rd, Zoned I-2 (Heavy Industry), Ward 7

Planning Commission Approval 2211PC210, by agent Addison Bell,

Planning Commission Approval 2210PC190, by agent Addison Reimann, tax parcel 0809K-02-002.001, Request approval to allow a medical dispensary use, Creosote Rd, B-4 (Highway business), Ward 3

Final Plat 2211PC211, by agent Robert Reimann, tax parcels 0808O-02-016.000, 0808O-02-019.000, 0808O-02-015.000, Approval of Final Plat for 63-lot subdivision (Southern Breeze Subdivision) with 3 outparcels, Dedeaux Rd & Tanner Rd, Zoned R-1-5 (Single-family) & B-2 (General business), Ward 5

Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive sales of less than 50 vehicles & automotive laundry use, 2601 15th Ave, Zoned B-2 (General business), Ward 3

This the 26th day of October, 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: November 17, 2022

Re: Zoning Map Amendment 2211PC195:

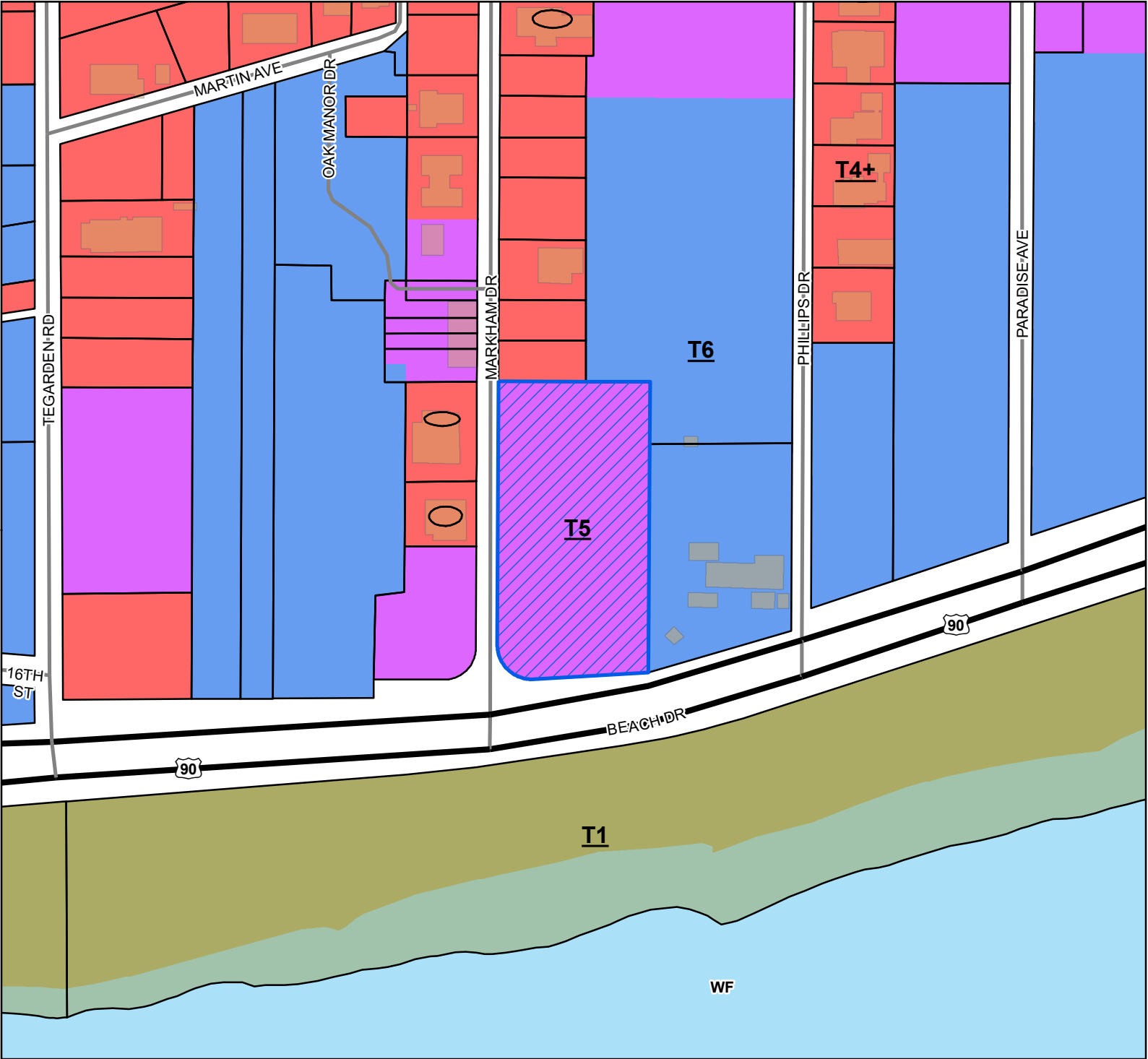
Zoning Map Amendment 2211PC195, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 942 1/2 Beach Blvd, Ward 2

RE: Zoning Map Amendment 2211PC195, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 942 1/2 Beach Blvd, 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, November 17, 2022**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

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Legend

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

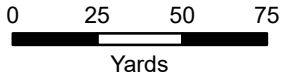
Smart Code

- T6
- T5
- T4+
- T1

Zoning

- WF - Water Front

Site Information
1011D-03-008.000
Zoning: T5 (Urban center Zone)
Size: 1.53 Acres
Flood: VE



1 inch = 170 feet



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



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

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

For Staff Use Only

Case File #: 2211PC195Date Received: 9/19/22

Receipt #: _____

Received By: _____

Zoning: T5Ward: 2 Flood: VESize: 1.53 acres

TAX PARCEL #

1	0	1	1	0	-	0	3	-	0	0	8	.	0	0	0
					-			-				.			
					-			-				.			

(If necessary, use separate sheet of paper)

Address of Property Involved: 942 1/2 Beach BlvdLot(s) 1, Block(s) _____, Subdivision _____General Location: Property Between Hwy 90 and Markham**GENERAL DESCRIPTION OF REQUEST:**Re-Zone from T5 to TC6**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

Daniel O. Conwill II

Printed Name Of Owner

942 Beach Dr

Mailing Address

Gulfport MS 39501

City

State

Zip code

504-251-2822

Home Phone

Work/Cell Phone

doc@dconwill.com

Email

Signature Of Owner

Printed Name Of Agent

Mailing Address

City

State

Zip code

Home Phone

Work/Cell Phone

Email

Signature Of Agent

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

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

September 16, 2022

The City of Gulfport
Gulfport Planning and Zoning Commission
1410 24th Avenue
Gulfport, MS 39501

To Whom It May Concern

As the sole owner of 942 ½ Beach Blvd., LLC, I, Daniel O Conwill, IV, unanimously consent and resolve to apply to the Gulfport Planning Commission for rezoning of the property at this address.

Sincerely,

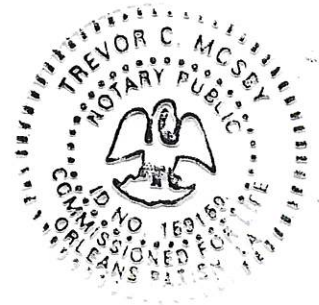
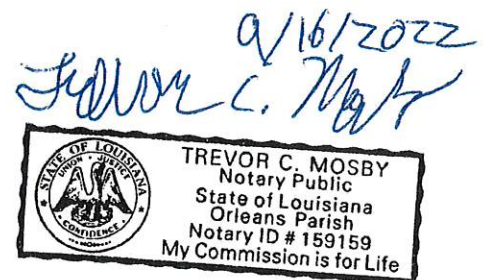


Daniel O Conwill, IV

942 ½ Beach Blvd., LLC

910 West Beach Blvd.

Pass Christian, MS 39571





Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
942 1/2 Beach Blvd., LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1318382
Status:	Good Standing
Effective Date:	01/06/2022
State of Incorporation:	Mississippi
Principal Office Address:	NO PRINCIPAL OFFICE ADDRESS FOUND

Registered Agent

Name
Daniel Oza Conwill IV 910 West Beach Blvd. Pass Christian, MS 39571

Officers & Directors

Name	Title
william b. weatherly Esq 1643 East Pass Road, Suite C Gulfport, MS 39507	Organizer

Letter of Intent

Application for Re-zoning

City Of Gulfport

Daniel Conwill (the applicant) on behalf of 942 ½ Beach Blvd. LLC (owner) request the rezoning of the property located at 942 ½ Beach Blvd. (parcel identification number 10110-03-008.000) (the Property) from T5 Zone to T6 Zone to modify the conditions of zoning pertaining to an event venue.

The over all property has not been of use since hurricane Camille. Most neighboring properties are zoned as T6 currently and we feel Re- Zoning this property to T6 would be in the best interest of the community as we plan to make beautification improvements to property and provide a service of entertainment. The property will be in use on scheduled times for events planned. We have further intentions to build a structure like a pavilion to use for many purposes. Landscaping and fences along property lines. This property will be kept as an open outdoor venue.

Site plan has been submitted previously to show the intentions of the scope of work currently needed.

We are requesting a Re- Zoning to match the sister property of 942 Beach Dr as this will be an extension of 942 Beach Dr. Other neighboring properties are currently and commercial with T6 zoning. Owner of property 134 Markham was once Ivan Spinner and has since sold to an unknown person but is used for VRBO.

Sincerely,
Daniel Conwill

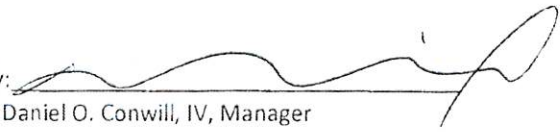
942 Beach Dr
Gulfport,MS 39507

Felix's restaurant and oyster bar at 942 beach drive has interest in getting 942 ½ beach drive re zoned to a t6 as we would like to expand on what we feel is an untapped market in the city of Gulfport. Daniel is also owner of We want to make the land look beautiful and ensure the function is beneficial to our neighbors and our guest. We would like to have the work started immediately and will be finished within a few weeks' time. We do plan to grow and develop the land to further incorporate a permanent structure for a stage and possibly bathrooms.

IN WITNESS WHEREOF, the Grantor has caused this Deed of Trust to be duly executed as of the date set forth in the acknowledgment, but this Deed of Trust shall be effective as of the Effective Date first set forth above.

GRANTOR:
942 ½ BEACH BLVD., LLC,
a Mississippi limited liability company

By: DOC Investments, L.L.C.,
a Louisiana limited liability company,
its Sole Member

By: 
Daniel O. Conwill, IV, Manager

STATE OF Louisiana
COUNTY/PARISH OF Orleans

Personally appeared before me, the undersigned authority in and for the said county and state, on this 18 day of January, 2022, within my jurisdiction, the within named Daniel O. Conwill, IV, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed in the above and foregoing instrument and acknowledged that he/she/they executed the same in his/her/their representative capacity(ies), and that by his/her/their signature(s) on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which he/she/they acted, executed the above and foregoing instrument, after first having been duly authorized so to do.


NOTARY PUBLIC

JOSEPH SCHREMP
Notary Public
La. Bar No. 38396
My Commission Expires at Death

EXHIBIT A
PROPERTY DESCRIPTION

That certain lot of land described as beginning at an iron stake which is 363 feet North of the center line of U. S. Highway 90 on the property of John Joseph Astorias, et ux and the property owned by Hendrickson, later by Poss and Woodfield and now or recently of Aldredge, and from said point of beginning running thence west 60 feet to an iron stake; thence South 77 feet to an iron stake; thence west 44 feet to an iron stake; thence south 82 feet to an iron stake; thence running west 86 feet to an iron stake set in the east margin of Markham Avenue in Gulf Shore Manor Subdivision running thence south along the east margin of said Markham Avenue a distance of 213 feet, more or less, to the center of the U. S. Highway 90; running thence easterly along the center of said highway a distance of: 182.6 feet, more or less, to a point in the center of said highway at the west line of the property now or recently of Aldredge, formerly of Poss and Woodfield; running thence north along the boundary line between the property of Astorias, and the property now owned by Aldredge, formerly of Poss and Woodfield and formerly of Hendrickson, a distance of 363 feet, more or less, to the point of beginning.

The property herein described being a part of Lot 23, of Block 1, of Gulf Shore Manor Subdivision as shown by the official map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi, and the adjoining parcel of land lying immediately east of said Lot 23 in Fractional Section 6, Township B South, Range 10 West;

And also including that certain parcel of land having a width east and west of 183.6 feet, more or less, and lying immediately south of the above described parcel of land and extending from the south line of the above described parcel of land south to the seashore of the Gulf of Mexico or Mississippi Sound, being between the east and west lines of the above described parcel extended south to the seashore.

And also Lots 21, 22, and 23, of Block 1, Gulf Shore Manor, and also a parcel of land beginning at an iron pipe of the northeast corner of Lot 21, Block 1, of Gulf Shore Manor; thence East a distance of 39 feet; thence South a distance of 77 feet; thence West 39 feet; thence North 77 feet to the point of beginning; located in the City of Mississippi City, Mississippi, as per the map or plat now of record in the office of the Chancery Clerk of said County and State, and being the home of the late Joe Astorias and his wife, Marguerite Desporte Astorias, together with all the building and improvements of every kind and character located and situated on the parcels of land hereinabove set forth and described.

Grantor does likewise convey to grantee the property immediately south of the property herein described immediately just above, and all riparian rights there unto belonging or in anywise appertaining, as per survey by Kenny L. Alston, dated August 24, 1992, a copy of which is attached hereto as Exhibit "A".

Expressly excluded from any warranties contained herein is that portion of the subject property which lies South of the North right of way line of U.S. Highway 90, which property is quitclaimed by the Grantor to the Grantees herein.

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

DEED OF TRUST

THIS DEED OF TRUST is dated effective as of January 19, 2022, by and among 942 ½ BEACH BLVD., LLC, a Mississippi limited liability company ("Grantor"), PIEROTICH GPT, LLC, a Mississippi limited liability company (referred to below sometimes as "Lender" and sometimes as "Beneficiary"), and MICHAEL B. MCDERMOTT, ESQ. (referred to below as "Trustee").

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

See Exhibit "A" which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property is located on East Beach Boulevard in the First Judicial District of Harrison County, Mississippi, identified as Tax Parcel No. 1011D-03-008.000.

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

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

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

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

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

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

IRF 1/2" IRON ROD FOUND
IPF 3/4" IRON PIPE FOUND
IRS 1/2" IRON ROD SET

That certain lot of land described as Beginning at an iron stake which is 363 feet North of the center line of U.S. Highway 90 on the property of John Joseph Astorias, et ux and the property owned by Hendrickson, later by Poss and Woodfield and now or recently of Aldredge, and from said Point of Beginning running thence West 60 feet to an iron stake, thence South 77 feet to an iron stake, thence West 44 feet to an iron stake, thence South 82 feet to an iron stake, thence running West 86 feet to an iron stake set in the East margin of Markham Avenue in Gulf Shore Manor Subdivision running thence South along the East margin of said Markham Avenue a distance of 213 feet, more or less, to the center of the U.S. Highway 90, running thence Easterly along the center of said highway a distance of 182.6 feet, more or less, to a point in the center of said highway at the West line of the property now or recently of Aldredge, formerly of Poss and Woodfield, running thence North along the boundary line between the property of Astorias and the property now owned by Aldredge, formerly of Poss and Woodfield and formerly of Hendrickson, a distance of 363 feet, more or less, to the point of Beginning.

and also including that certain parcel of land having a width east and west of 183.6 feet, more or less, and lying immediately south of the above described parcel of land and extending from the south line of the above described parcel of land south to the seashore of the Gulf of Mexico or Mississippi Sound, being between the east and west lines of the above described parcel extended south to the seashore.

This survey does not reflect a title search by Gary A. Durbin, P.L.S., nor should it be considered as such.

Bearings based on GPS Observation of the east margin of Markham Avenue, NAD 83, MS East Zone, convergence angle -0.130449 , scale factor 0.999960.

This property is situated in Zone "AE-20" "VE-21-22" per FEMA Flood Insurance Rate Map, City of Gulfport, Harrison County, Mississippi, Community Panel Number 28047C-0268-G, Revised: 6/16/09.

Gary A. Durbin, P.L.S. 2401
December 2, 2021
Revised: December 15, 2021

10888B

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
 13048 RIVERWALK CIRCLE, DIBERVILLE, MS. 39540
 PH. (228) 365-3632 Teelokgd@aol.com

FOUNDATION PLAN
SCALE: 1"=4'

Title	EXISTING CONDITIONS, SITE, & FOUNDATION PLAN
-------	---

Restaurant Name
FELIX'S OYSTER BAR & GRILL
GULFPORT, MS 39503

970 TOMMY MUNRO DR., STE D
D'IBERVILLE, MS 39532
C: 228-437-7533
JASON.ACAD@GMAIL.COM

ALA
Advanced Construction & Development

Sheet
C1

Project No.	08-22E
-------------	--------



J1 - GULFPORT DISTRICT
INSTRUMENT 2022-0001533-D-J1
FILED/RECORDED 1/20/2022 4:32:01 PM
TOTAL FEES \$26.00
3 PAGES RECORDED

Prepared By and After Recording Return to:
Michael B. McDermott, MSB#2379
Page, Mannino, Peresich & McDermott, P.L.L.C.
Post Office Drawer 289
Biloxi, MS 39533-0289
(228) 374-2100

Indexing Instructions: Lots 21, 22, 23, Block 1, Gulf Shore Manor Subdivision, Fractional Section 6, T8S,
R10W, First Judicial District, Harrison County, Mississippi

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

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

PIEROTICH GPT, LLC,
a Mississippi limited liability company
1703 Beach Blvd, Biloxi, MS 39531
(228) 388-5501

does hereby sell, convey and warrant unto

942 ½ BEACH BLVD., LLC,
70 Audubon Place, New Orleans, LA 70118
(504) 319-3350,

all of its right, title and interest, in and to the following described real property, together with all improvements thereon, located in the First Judicial District of Harrison County, State of Mississippi, to-wit:

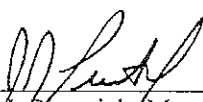
SEE EXHIBIT "A" ATTACHED HERETO

This conveyance is subject to all restrictions, reservations, easements and right of ways affecting said property on file and of record in the Office of the Chancery Clerk in Harrison County, Mississippi.

Ad valorem taxes for the 2022 have been prorated between the parties hereto and the obligation to pay same when due is assumed by the Grantee herein, who will pay same when due.

WITNESS its signature effective on this the 19th day of January, 2022.

PIEROTICH GPT, LLC,
a Mississippi limited liability company

By: 
John J. Pierotich, Manager

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 19 day of January, 2022, within my jurisdiction, the within named **JOHN J. PIEROTICH**, 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.



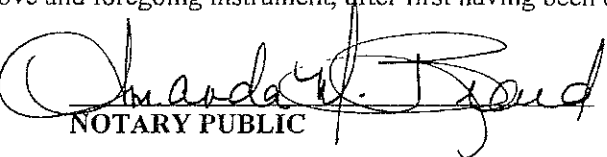

NOTARY PUBLIC

EXHIBIT "A"

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And also including that certain parcel of land having a width east and west of 183.6 feet, more or less, and lying immediately south of the above described parcel of land and extending from the south line of the above described parcel of land south to the seashore of the Gulf of Mexico or Mississippi Sound, being between the east and west lines of the above described parcel extended south to the seashore.

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Grantor does likewise convey to grantee the property immediately south of the property herein described immediately just above, and all riparian rights there unto belonging or in anywise appertaining, as per survey by Kenny L. Alston, dated August 24, 1992, a copy of which is attached hereto as Exhibit "A".

Expressly excluded from any warranties contained herein is that portion of the subject property which lies South of the North right of way line of U.S. Highway 90, which property is quitclaimed by the Grantor to the Grantees herein.

MISCELLANEOUS PAYMENT RECPT#: 11817003
CITY OF GULFPORT

GULFPORT, MS 39501

DATE: 09/19/22 TIME: 14:46:40
CLERK: cbrown DEPT:
CUSTOMER#:

COMMENT:

CHG: PZD PLANNING AND ZO 175.00

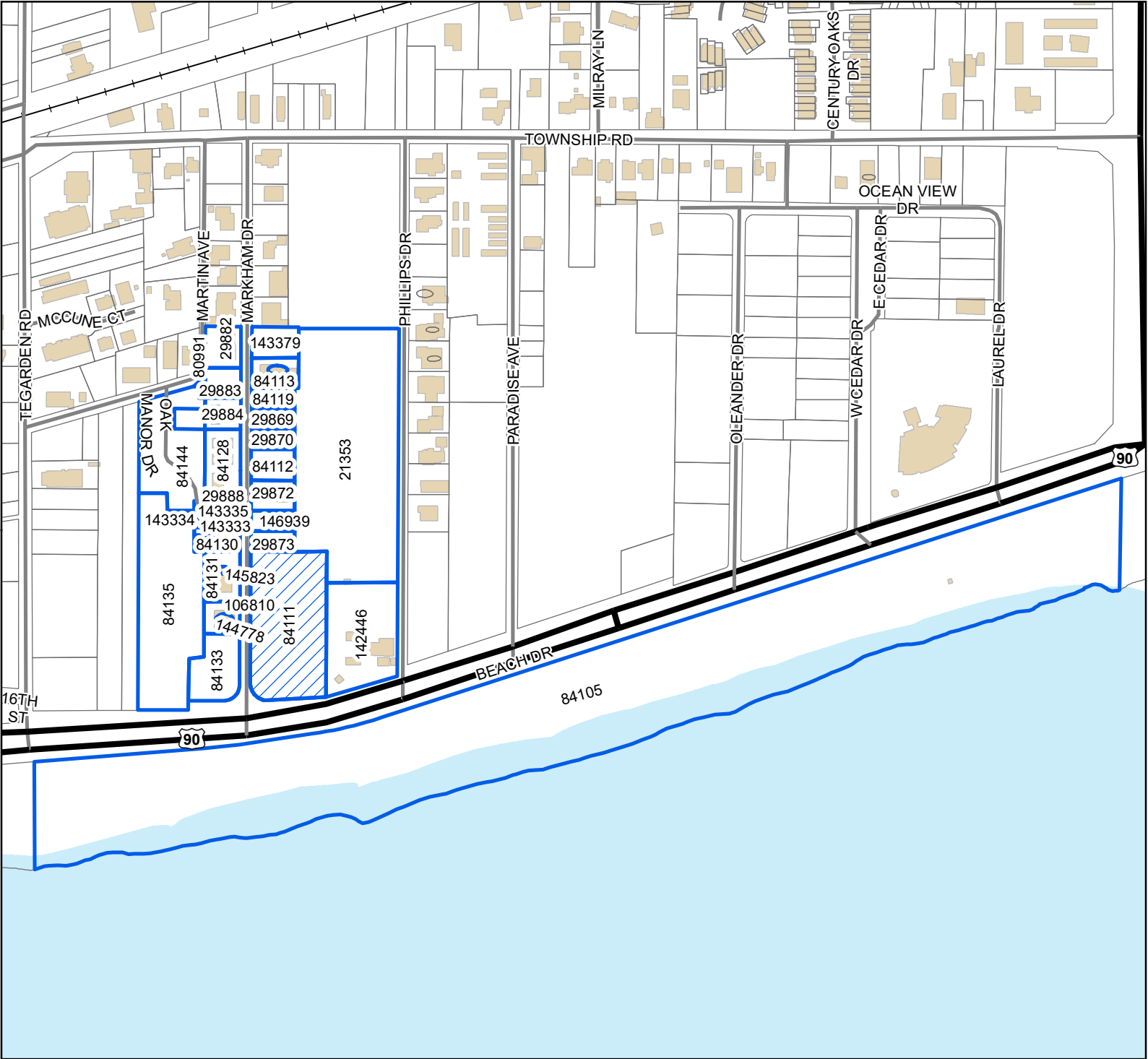
AMOUNT PAID: 175.00

PAID BY: FELIX'S
PAYMENT METH: CHECK

REFERENCE:

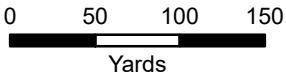
AMT TENDERED: 175.00
AMT APPLIED: 175.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	84111	1011D-03-008.000	DANIEL O. CONWILL IV	942 BEACH DRIVE	GULFPORT	MS	39507
			Adjacent Property Owners (2211PC195)				
	142446	1011D-03-006.001	942 BEACH BLVD LLC	400 POYDRAS ST STE 3100	NEW ORLEANS	LA	70130
	29870	1011D-03-012.000	BOURGEOUIS NANCY STONE ETAL	1710 E PASS RD	GULFPORT	MS	39507
	84128	1011D-03-030.000	DANIEL KAREN ANN & VISCUGLIA FELIX	2729 FAISS DR	LAS VEGAS	NV	89134
	29872	1011D-03-010.000	EASTERLING DAVID & OCTAVIA SUMRALL	140 MARKHAM DRIVE	GULFPORT	MS	39507
N	84105	1011D-02-001.000	GULFPORT CITY OF				0
	84144	1011D-03-037.000	JSOCO LLC	PO BOX 673	GULFPORT	MS	39502
N	80991	1011D-03-037.002	JSOCO LLC	P O BOX 673	GULFPORT	MS	39502
N	84133	1011D-03-035.000	JSOCO LLC	P O BOX 673	GULFPORT	MS	39502
N	84135	1011D-03-036.000	JSOCO LLC	P O BOX 673	GULFPORT	MS	39502
	29882	1011D-03-027.000	LANCE DAVID M JR	175 MARKHAM DR	GULFPORT	MS	39507
	84131	1011D-03-034.000	MCGRAW FRANK ADAM	127 MARKHAM DR	GULFPORT	MS	39501
N	145823	1011D-03-034.004	MCGRAW FRANK ADAM	127 MARKHAM DR	GULFPORT	MS	39501
	29888	1011D-03-032.000	MCSHEA DEVELOPMENT GROUP LLC	45 HARDY COURT #260	GULFPORT	MS	39507
N	84130	1011D-03-033.000	MCSHEA DEVELOPMENT GROUP LLC	45 HARDY COURT #260	GULFPORT	MS	39507
	143335	1011D-03-033.004	MCSHEA DEVELOPMENT GROUP LLC	45 HARDY CT #231	GULFPORT	MS	39507
N	143333	1011D-03-033.002	MCSHEA DEVELOPMENT GROUP LLC	45 HARDY CT #231	GULFPORT	MS	39507
	143334	1011D-03-033.003	OMEN PROPERTIES LLC	2953 BIENVILLE BLVD #309	OCEAN SPRINGS	MS	39564
	106810	1011D-03-034.002	ROGERS BRYAN KIRK & KELLY PATTERSON	121 MARKHAM DR	GULFPORT	MS	39507
N	144778	1011D-03-034.003	ROGERS BRYAN KIRK & KELLY PATTERSON	121 MARKHAM DR	GULFPORT	MS	39507
	84119	1011D-03-014.000	SCHLOSSER BRIAN & MELINDA	155 CLOVER ST	BILOXI	MS	39530
	29884	1011D-03-029.000	SCHLOSSER BRIAN R & MELINDA HALL	466 ANNONDALE PARKWAY	BILOXI	MS	39530
	21353	1011D-03-006.000	SEA OAKS PROFESSIONAL PLAZA LLC	13142 W ECHO DR	GULFPORT	MS	39503
	29873	1011D-03-009.000	SPINNER REAL ESTATE HOLDINGS LLC	440 GREEN TEAL CT	BILOXI	MS	39531
N	84112	1011D-03-011.000	SPINNER REAL ESTATE HOLDINGS LLC	440 GREEN TEAL CT	BILOXI	MS	39531
N	146939	1011D-03-009.001	SPINNER REAL ESTATE HOLDINGS LLC	440 GREEN TEAL CT	BILOXI	MS	39531
	143379	1011D-03-015.001	TIMS KENNETH & CATHERINE	164 MARKHAM DR	GULFPORT	MS	39507
	84113	1011D-03-015.000	TIMS KENNETH R & CATHERINE B	164 MARKHAM DR	GULFPORT	MS	39507
	29869	1011D-03-013.000	WALKER CORY LAMAR & MEGAN ELAINE	156 MARKHAM DR	GULFPORT	MS	39507
	29883	1011D-03-028.000	WILKIN LOUIS J & CAROL N	825 MARTIN AVE 1357	GULFPORT	MS	39507



Legend

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



1 inch = 340 feet



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

RE: Zoning Map Amendment 2211PC195, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 942 1/2 Beach Blvd, 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, November 17, 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, November 17, 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:
IPL0096113

Order Status:
Submitted

Classification:
Legals & Public Notices

Package:
BLX - Legal Ads

Final Cost:
81.72

Payment Type:
Account Billed

User ID:
IPL0024925

ACCOUNT INFORMATION

GULFPORT URBAN DEVELOPMENT IP
PO BOX 1780
GULFPORT, MS 39502
228-868-5705
AccountsPayable@gulfport-ms.gov
GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT

Date
October 27, 2022 11:41:15 AM EDT

Amount:
81.72

SCHEDULE FOR AD NUMBER IPL00961130

November 2, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00961130**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, November 17, 2022 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2211PC194, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests for outdoor entertainment venue, 942 1/2 Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

Zoning Map Amendment 2211PC195, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 942 1/2 Beach Blvd, Ward 2

Planning Commission Approval 2211PC196, by owner Jermille Johnson, tax parcel 0810B-03-099.000, Requests mobile home use, W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

Zoning Map Amendment 2211PC198, by agent Jorge Vargas, tax parcel 1007M-01-038.000, Requests to rezone from R-B (Residence-business) to R-E (Residence estate), 13062 Sheldon St, Zoned R-B (Residence-business), Ward 6

Planning Commission Approval 2211PC199, by agent Terrell Roddy, tax parcel 0808D-04-004.000, Requests to allow a medical dispensary use, 12407 HWY 49 N, Zoned B-4 (Highway business), Ward 7

Special Exception 2211SE200, by agent Adeeb Botros, tax parcel 0810C-03-059.000, Requests liquor store use, 8304 HWY 49 B, Zoned B-4 (Highway business), Ward 3

Planning Commission Approval 2211PC201, by owners Barry & Theresa Weyland, tax parcel 1010E-03-007.015, Request home occupation for real estate office, 927 Old Towne St, Zoned T3 (Sub-Urban Zone), Ward 4

Zoning Map Amendment 2211PC202, by agent Joyce Unsworth, tax parcel 0710O-02-102.002, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4809 29th St, Zoned B-1 (Neighborhood business), Ward 1

Planning Commission Approval 2211PC203, by agent Doug Hanson, tax parcel 0811G-03-033.000, Request home occupation for mobile windshield repair business, 1632 2nd St, Zoned T4L (General Urban Zone "Limited"), Ward 2

Appeals 2211PC204, by owners 3112 Pass Rd LLC & Ronald Fremin II, tax parcel 0811D-04-009.000, Requests metal exterior on facility, 3112 Pass Road, Zoned I-1 (Light Industry), Ward 1

Planning Commission Approval 2211PC205, by owners Yolanda & Marcus Stubbs, tax parcel 0908J-01-036.000, Requests home occupation for mobile notary use, 20 Joanna Lane, R-1-10 (Single-family) Ward 6

Zoning Map Amendment 2211PC206, by owners Incia Hernandez & Wilson Martinez, tax parcel 0910N-01-018.001, Request to rezone from B-2 (General Business) to R-B (Residence Business), 3205 F Ave, Zoned B-2 (General Business), Ward 4

Zoning Map Amendment 2211PC207, by agent J. William Williams, tax parcels 0708P-01-004.007 & 0708P-01-006.000, Requests to rezone from R-1-15 (Single-family) to B-2 (General business), 11261 Old Highway 49, Zoned R-1-15 (Single-family), Ward 7

Resubdivision 2211PC208, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2211PC209, by agent Robert Reimann, tax parcel 0809B-03-017.000, Requests to rezone from I-2 (Heavy Industry) to R-3 (General residence), River Ten Rd & Klein Rd, Zoned I-2 (Heavy Industry), Ward 7

Planning Commission Approval 2211PC210, by agent Addison Bell,

Planning Commission Approval 2210PC190, by agent Addison Reimann, tax parcel 0809K-02-002.001, Request approval to allow a medical dispensary use, Creosote Rd, B-4 (Highway business), Ward 3

Final Plat 2211PC211, by agent Robert Reimann, tax parcels 0808O-02-016.000, 0808O-02-019.000, 0808O-02-015.000, Approval of Final Plat for 63-lot subdivision (Southern Breeze Subdivision) with 3 outparcels, Dedeaux Rd & Tanner Rd, Zoned R-1-5 (Single-family) & B-2 (General business), Ward 5

Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive sales of less than 50 vehicles & automotive laundry use, 2601 15th Ave, Zoned B-2 (General business), Ward 3

This the 26th day of October, 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: November 17, 2022

Re: Zoning Map Amendment 2211PC197:
Withdrawn by Applicant

Zoning Map Amendment 2211PC197, by owner Ian Smith, tax parcel 0908L-02-015.032,
Requests to rezone from R-1-10 (Single-family) to R-B (Residence-business), 13530 Dedeaux
Rd, Zoned R-1-10 (Single-family), Ward 6



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

For Staff Use Only

Case File #: 2211PC197
Date Received: 9/23/2022
Receipt #: 11827371
Received By: 87
Zoning: R-1-10
Ward: 6 Flood: X
Size: 17,612 SQ.FT.

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

Property Information

TAX PARCEL #

0	9	0	8	L

 -

0	2

 -

0	1	5

 .

0	3	2

(If necessary, use separate sheet of paper)

Address of Property Involved: 13530 Dedaux Rd, Gulfport MS, 39503

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

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

We are requesting that this property is zoned for multifamily units. The property was originally built as a duplex and has been used as one since 2006.

OWNERSHIP AND CERTIFICATION:

request to re-zone to R-B

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

Jon Smith
Printed Name Of Owner
13530 Dedaux Rd #B
Mailing Address
Gulfport MS 39503
City State Zip code
228-243-7083 same
Home Phone Work/Cell Phone
ythins1616@gmail.com
Email
[Signature]
Signature Of Owner

Printed Name Of Agent

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

Signature Of Agent

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



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

Tan Smith
13530 Dedeaux Road
Gulfport, MS 39503

To re-zone property ~~for~~^{AP}
for the intent of selling it.

No new development

Correct the zoning; no
effect to surrounding properties.

Error: zoning mistake

Mail body: Fwd: Amendment Letter

Sent from my iPhone

Begin forwarded message:

From: Tatianna P <tatiannamua93@gmail.com>
Date: September 23, 2022 at 8:23:45 AM CDT
To: ashley.tatianna1993@icloud.com
Subject: Amendment Letter

Ian Smith
13530 Dedeaux Road
Gulfport Ms 39503
Re-zone property as a multi-family

When the property was purchased in 2016 it was zoned as a multi-family property and purchased as a dublex. According to my paperwork it has been under that classification since 2004 when it was originally built. I recently had an appraisal performed for the sell of the property and their findings determined that the property had been re-zoned inaccurately. This is the third appraisal I have had conducted for the property and this was the first time the zoning was different; I assume that this is an error and that is the reason I am making this correction request. To the left of the property are several other multi-family properties and on the left is a mobile home property. I am requesting that the property be correctly zoned to its original classification of a multi-family property so the potential buyer can proceed with his purchase of the property.

Thank you for your time,
Ian Smith

SURVEYED FOR: Remax Real Estate

DEED DESCRIPTION: (D.B. 1451, pg. 481) Lots 1 and 2, WINGATE SUBDIVISION, UNIT NO. 2, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Plat Book 29 at page 27.

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

Kenny L. Alston
KENNY LENAZ ALSTON
PROFESSIONAL LAND SURVEYOR INC.
4602 KENDALL AVE.
GULFPORT, MS 39507
(228) 864-2645 VOICE AND FAX
NO. PLS-2529
STATE OF MISSISSIPPI



DATE OF FIELD SURVEY: 12/30/2004

This property is subject to all local subdivision planning and zoning ordinances that could affect the above described property.

This survey does not reflect the existence or nonexistence of wetlands.

This property is subject to any and all recorded restrictive covenants, rights-of-ways and easements applicable to subject property that would be shown by a current title report.

NOTE: This survey prepared without the benefit of a current title report.

All bearings on this plat were based on the record bearing of the South line of Lot 4.

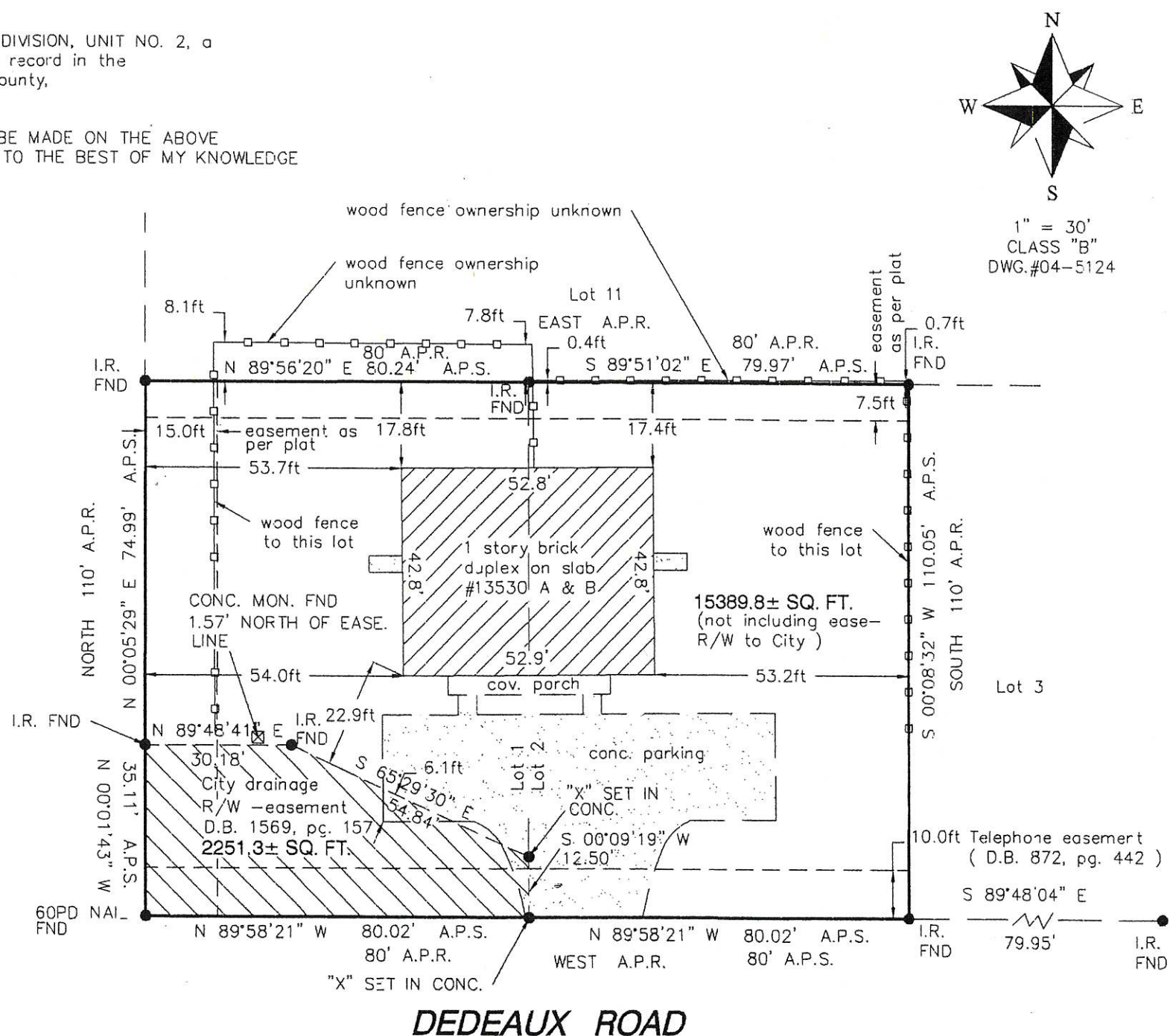
The above described property lies in firm zone X, community panel # 285253-0030-D of the F.E.M.A. flood zone maps revised October 4, 2002.

A.P.S. = As Per Surveyed
A.P.R. = As Per Record

I.R. = Iron Rod I.P. = Iron Pipe

Reference materials:

Easement D.B. 872, pg. 442
Easement D.B. 1569, pg. 157
D.B. 1451, pg. 481
P.B. 29, pg. 27





1st Judicial District
Instrument 2016 2263 D - J1
Filed/Recorded 4/11/2016 08:40 A
Total Fees \$ 13.00
3 Pages Recorded

Prepared by:
David B. Pilger
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantor:
Denoux Properties, LLC
a Mississippi limited liability company
11310 Fairfield Lane
Gulfport, MS 39503
Telephone: (228) 326-8445

Return To:
David B. Pilger
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011
File No. Z164863N

Grantee:
Ian J. Smith

13530 Dedeaux Road
Gulfport, MS 39503
Telephone: (541) 647-9298

INDEXING INSTRUCTIONS: Lot 1 & 2 Wingate S/D, Unit 2, Harrison County, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and 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, **Denoux Properties, LLC, a Mississippi limited liability company**, do hereby sell, convey and warrant unto **Ian J. Smith**, all of that certain tract, piece or parcel of land situated in Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

See Attached Exhibit "A"

Harrison County Tax Parcel No. 0908L-02-015.032

This being the same property as that conveyed to Denoux Properties, LLC, a Mississippi limited liability company, by Quitclaim Deed, filed as Instrument No. 2005-15820-D-J1, Land Deed Records of Harrison County, Mississippi.

If this property is bounded by water, this conveyance includes any natural accretion, and is subject to any erosion due to action of the elements since filing of the plat. Such riparian and littoral rights as exist are conveyed herewith but without warranty as to their nature or extent. If any portion of the property is coastal wetlands as defined in the Mississippi Coastal Wetlands Protection Act it is conveyed by quitclaim only.

This conveyance is subject to any and all covenants, rights of way, easements, restrictions and reservations of record in the office of the Chancery Clerk of Harrison County, Mississippi.

It is agreed and understood that the taxes for the current year have been pro-rated 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 Parties hereto agree to make all necessary adjustments on the basis of an actual proration.

WITNESS MY SIGNATURE, on this the 4th day of April, A.D., 2016.

Denoux Properties, LLC
Nikki Palermo
By: Nikki Palermo, Member

ACKNOWLEDGEMENT

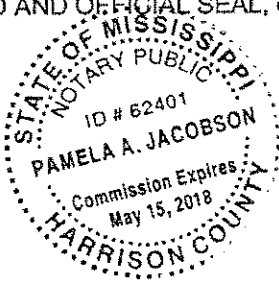
STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for said county and state, within my jurisdiction, the within named **Nikki Palermo**, who acknowledged that she is **Member of Denoux Properties, LLC, a Mississippi limited liability company**, and that for and on behalf of the said entity, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said entity so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 4th day of April, A.D. 2016.

(Official Seal)

My Commission Expires:



[Signature]
Notary Public

DEED ACCEPTED BY:
[Signature]
Ian J. Smith, Grantee

Exhibit "A"
Legal Description

Lots 1 and 2, Wingate Subdivision, Unit No. 2, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 29 at Page 27, thereof, reference to which is hereby made in aid of and as a part of this description.

LESS AND EXCEPT

A parcel of land situated and being located in a portion of Lot 1 and Lot 2, Wingate Subdivision, Unit 2, City of Gulfport, First Judicial District of Harrison County, Mississippi, to-wit:

For the Point of Beginning, commence at the Southwest corner of said Lot 1, Wingate Subdivision, Unit 2 (Subdivision Plat Book 29, Page 27), said corner being located on the existing North right-of-way of Dedeaux Road (as surveyed in January, 2013), said Point of Beginning having grid coordinates N. 345,417.43 and E. 909,808.89 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999956349 with a convergence angle of -00 degrees 07 minutes 11 seconds (at the Point of Beginning); thence North 00 degrees 36 minutes 09 seconds West 2.87 feet along the West line of said Lot 1, Wingate Subdivision, Unit 2; thence North 89 degrees 28 minutes 03 seconds East 107.97 feet; thence South 00 degrees 31 minutes 57 seconds East 2.74 feet to a point located on said existing North right-of-way of Dedeaux Road, said point also being located on the South line of Lot 2, said Wingate Subdivision Unit 2; thence South 89 degrees 26 minutes 05 seconds West 27.97 feet along said existing North right-of-way of Dedeaux Road, and also along said South line of Lot 2, Wingate Subdivision, Unit 2 to the Southeast corner of said Lot 1, Wingate Subdivision, Unit 2; thence South 89 degrees 23 minutes 21 seconds West 80.00 feet along said existing North right-of-way of Dedeaux Road, and also along the South line of said Lot 1, Wingate Subdivision, Unit 2 to the said Point of Beginning.

The property herein described is a total of 302 square feet or 0.007 acre, more or less.

Harrison County Tax Parcel No. 0908L-02-015.032

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT
I, John McAdams, Clerk of the Chancery Court in and for said county and state, do hereby certify that the attached and foregoing is a full, true, correct and complete copy recorded as instrument number _____ of the records of said county and state, which records are in my official custody.
Given under my hand and seal of office in the City of Gulfport, Harrison County, Mississippi, this _____ day of _____, 20____.

Clerk of the Chancery Court
Harrison County, Mississippi
J.C.

MISCELLANEOUS PAYMENT RECPT#: 11827371
CITY OF GULFPORT

GULFPORT, MS 39501

DATE: 09/23/22 TIME: 11:18:17
CLERK: cbrown DEPT:
CUSTOMER#:

COMMENT:

CHG: PZD PLANNING AND ZO 175.00

AMOUNT PAID: 175.00

PAID BY: ASHLEY PHILLIPS
PAYMENT METH: CREDIT CARD

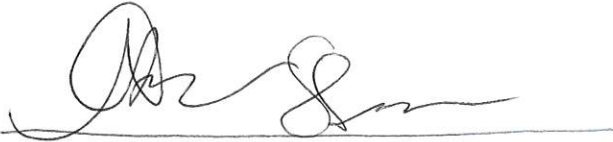
REFERENCE:

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

September 26, 2022

Attention: City of Gulfport Urban Development

This letter is being written to request a cancellation of a re-zoning application that was submitted on Friday, September 23, 2022, for 13530 Dedeaux Road Gulfport Mississippi 39503.



Ashley T. Smith

9-26-22

State of MS County of Jackson
Subscribed and sworn before me on
this 26 day of Sept, 2022
By Ashley Smith
Personally known OR produced identification X
Type of identification produced DL
Samantha K Johnson
Notary Name Here, Notary Public
My commission Expires 02/15/2026



MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: November 17, 2022

Re: **Zoning Map Amendment 2211PC198:**

Zoning Map Amendment 2211PC198, by agent Jorge Vargas, tax parcel 1007M-01-038.000,
Requests to rezone from R-B (Residence-business) to R-E (Residence estate), 13062 Sheldon St,
Zoned R-B (Residence-business), Ward 6

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2211PC198

Hearing Date: November 17, 2022

Current Zoning/Use: R-B / Vacant lot

Legal: Zoning Map Amendment 2211PC198, by agent Jorge Vargas, tax parcel 1007M-01-038.000, Requests to rezone from R-B (Residence-business) to R-E (Residence estate), 13062 Sheldon St, Zoned R-B (Residence-business), Ward 6

TECHNICAL DETAILS

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

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

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

The applicant is requesting to rezone approximately 1.13 acres of mixed-use zoned property from R-B (Residence-business) to R-E (Residence estate) zone. This property fronts Sheldon Street in the Rolling Acres subdivision.

According to the City's 2002 Comprehensive Plan, this area was intended to stay low density estate residential in the future land use plan. The future land use of estate residential is shown for these properties when overlaying the future land use plan to the current city geography (see attached map).

The applicant has chosen change in the character of the neighborhood and public need as the justification for change of the current zoning district:

1. Mistake or error is not addressed by the applicant.
2. The applicant addresses Character of the Neighborhood changing and public need by stating, "the neighborhood has changed and that more mobile homes are existing." No other descriptions were including in the applicant's statement.

Technical Report

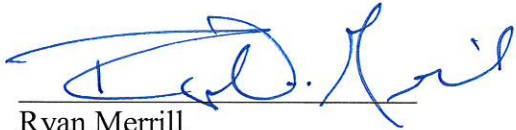
Zoning Map Amendment

EXECUTIVE SUMMARY

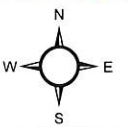
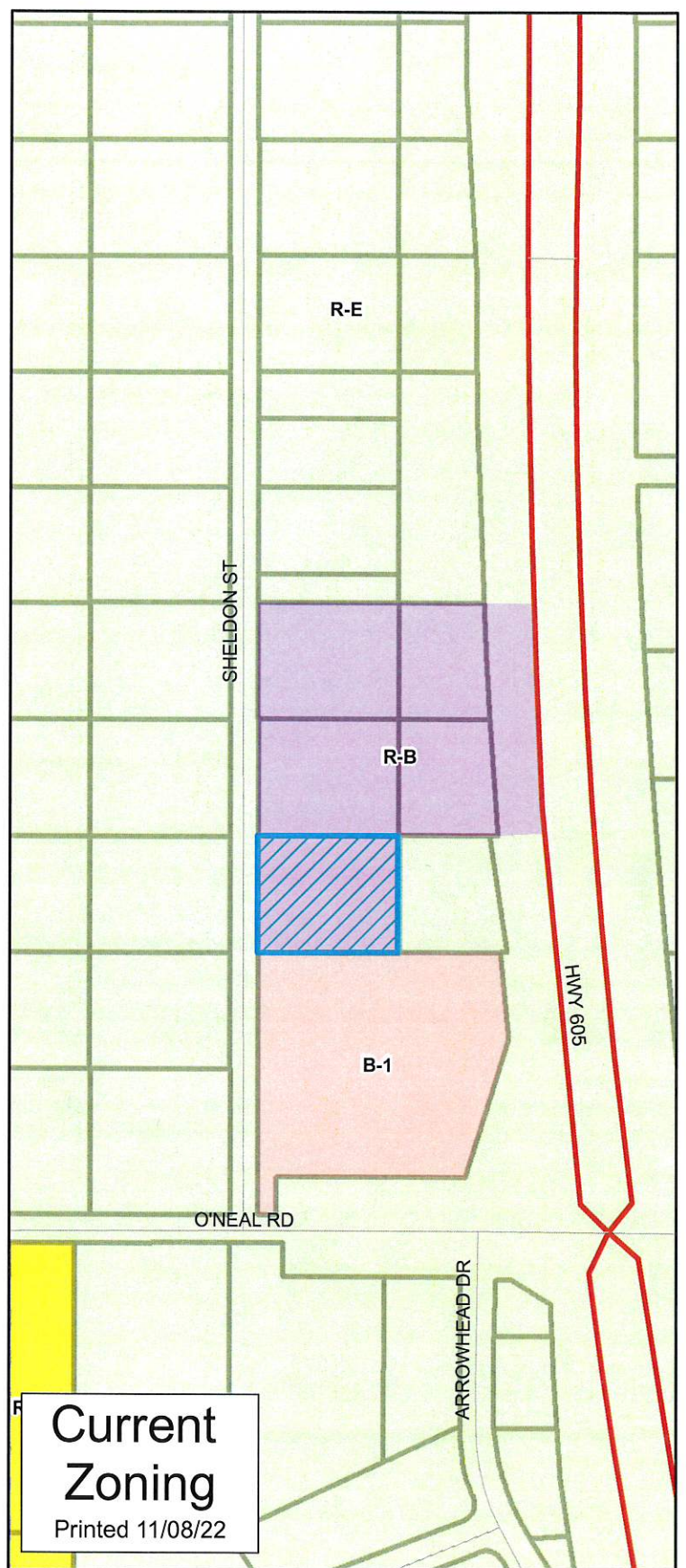
The City's Comprehensive Plan indication this property was intended to stay estate residential. According to the comprehensive plan's definitions, an estate (low density) residential classification is intended to "be composed of real estate intended to be developed and uses for low density single family and that single family includes "mobile and modular homes as well as conventionally built residences on individual lots."

DIRECTOR APPROVAL

This report has been reviewed and approved by:



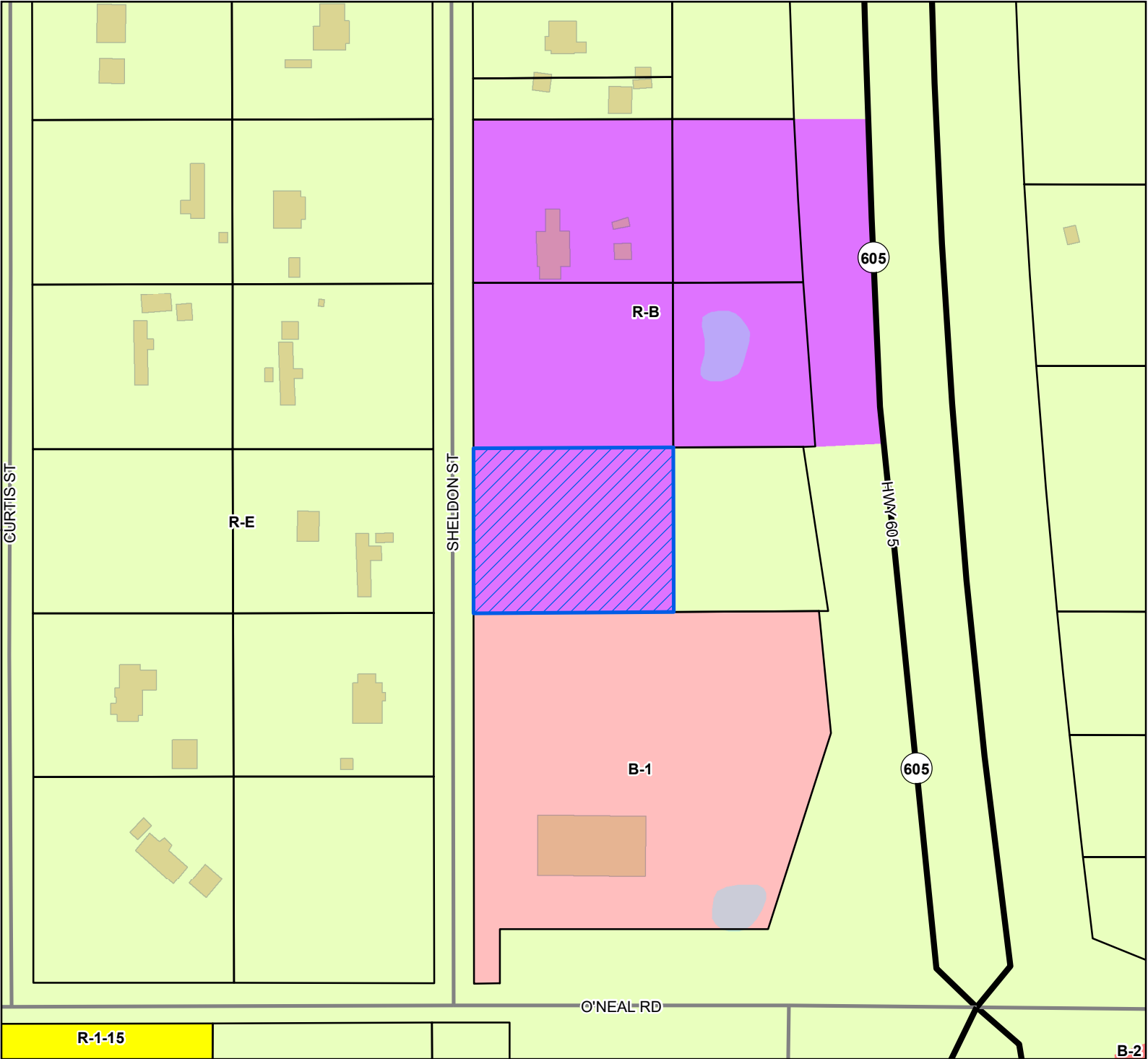
Ryan Merrill
Director of Urban Development Department



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.



Site

US or State Highway

Street

Parcels

Buildings

Water Features

Zoning

B-1 - Neighborhood Business District

B-2 - General Business District

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

R-B - Residence-Business District

R-E - Residence-Estate

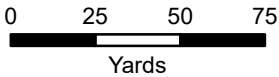
Site Information

1007M-01-038.000

Zoning: R-B (Residence-business)

Size: 1.13 acres

Flood: X



1 inch = 170 feet



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

For Staff Use Only

Case File #: 2211PC198
Date Received: 9/26/2022
Receipt #: _____
Received By: SS
Zoning: R-B
Ward: 6 Flood: X

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

Property Information

TAX PARCEL # 1007m-01-038-000

(If necessary, use separate sheet of paper)

Address of Property Involved: 13062 Sheldon St Gulfport ms 39508

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

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

Owner requests to
rezone from R-B to RE

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

DENIS FLORES
Printed Name Of Owner
11387 GOUID rd. Apt-15
Mailing Address
Gulfport ms 39503
City State Zip code
225-284-8404
Home Phone Work/Cell Phone
Email
denis.ramon.flores40@gmail.com
Signature Of Owner

AGENT

Jorge L. Vargas
Printed Name Of Agent
11600 Lorraine rd. Apt. B8 Gulfport ms 39503
Mailing Address
Gulfport ms 39503
City State Zip code
228-596 8630
Home Phone Work/Cell Phone
Email
[Signature]
Signature Of Agent

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



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

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

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

NAME OF OWNER (PRINT) Gasario Castillo

ADDRESS (STREET, CITY, STATE, ZIP CODE) 11387 Gould rd Apt 15 Gulfport ms 39503

PHONE # (H) 225-284-8404 (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: Gasario Castillo

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: _____

E

2- I beleave THE Caracter of THE
Neighbon Hood Has change and more
mobile Homes Are inxisting

F

- 1- Denis Flores
- 2- 2-4 months
- 3- ~~But~~ THE zoning will be Consisten
with Adjcent Properties
- 4- ITs would be inHarmony with
Other mobile Homes across the Street.



Designation of Agent

I, DENIS FLORES, being owner of the property 13062 Sheldon St. Gulfport, MS 39503,
which is the subject of this application hereby authorize Jorge L. Vargas 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.

DENIS FLORES

Signature

9-26-2022

Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 26th day of September, 20 22

[Signature]

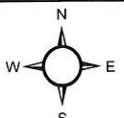
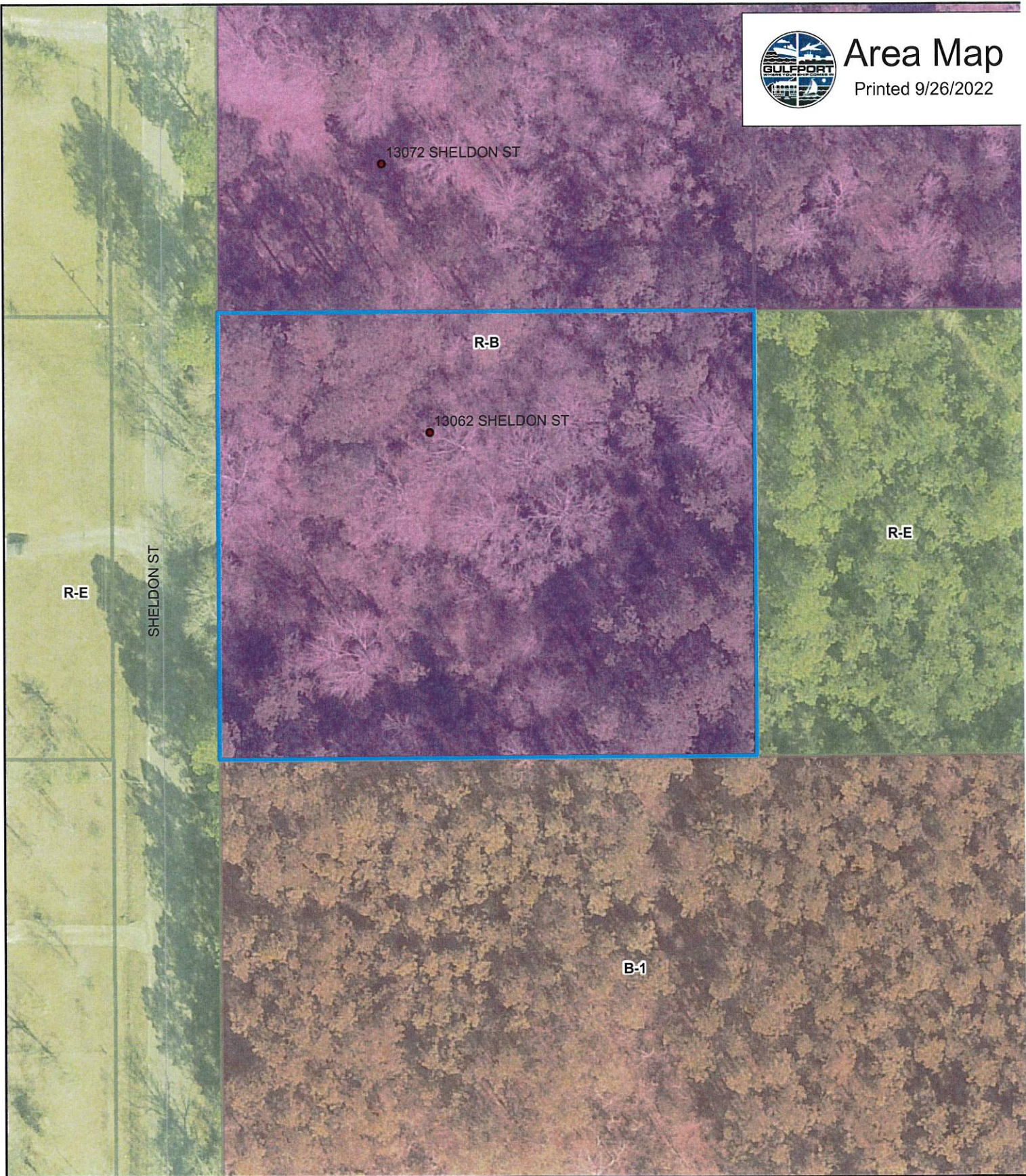
Notary Public





Area Map

Printed 9/26/2022



1 inch = 59 feet

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

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

Prepared By:
Thomas M. Matthews, III
125 West College Avenue
Wiggins, MS 39577
Tel: 601-928-9997

Return To:
Thomas M. Matthews, III
125 West College Avenue
Wiggins, MS 39577
Tel: 601-928-9997

Index as follows: Lot 3, Block 6 of Rolling Acres Subdivision, First Judicial District of Harrison County, Mississippi.

STATE OF MISSISSIPPI

COUNTY OF HARRISON

FIRST JUDICIAL DISTRICT

WARRANTY DEED

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

CLAUDE W. GUINN, JR.

13116 Sheldon Street
Gulfport, MS 39503
Telephone Number: 228-832-4307

do hereby grant, bargain, convey and warrant subject to the exceptions hereinafter set out unto

ROSA RIO CASTILLO

11387 Gould Road, Apt. #I-5
Gulfport, MS 39503
Telephone Number: 228-346-8659

AND

DENIS FLORES

11387 Gould Road, Apt. #I-5
Gulfport, MS 39503
Telephone Number: 228-346-8659

not as tenants in common but as joint tenants with full rights of survivorship, certain property, together with all improvements located thereon, located in Harrison County, Mississippi, more particularly described as follows, to-wit:

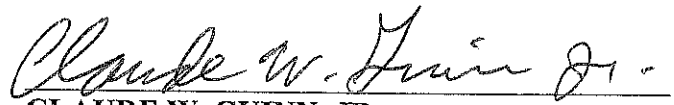
SEE ATTACHED EXHIBIT "A"

Subject to any and all easements, rights-of-way and/or encroachments and/or covenants of record in the official records of the aforesaid county.

Subject to any and all prior reservations of oil, gas, and other minerals.

The attached described property constitutes no part of the homestead of the Grantor.

IN WITNESS WHEREOF, I set and subscribe my signature on this the 20th day of September, 2022.

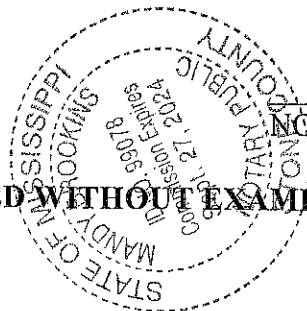

CLAUDE W. GUINN, JR.

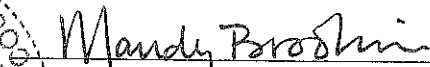
STATE OF MISSISSIPPI

COUNTY OF STONE

BEFORE ME, the undersigned authority in and for the aforesaid State and County, personally appeared **CLAUDE W. GUINN, JR.**, who acknowledged that he executed, sealed and delivered the above and foregoing Warranty Deed on the day and year therein written as his own free and voluntary act and deed.

GIVEN under my hand and official seal of office on this the 20th day of September, 2022.




NOTARY PUBLIC

PREPARED WITHOUT EXAMINATION OF TITLE

Exhibit "A"

Index as follows: Lot 3, Block 6 of Rolling Acres Subdivision, First Judicial District of Harrison County, Mississippi.

Lot 3, Block 6 of Rolling Acres Subdivision, being a subdivision per 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.

MISCELLANEOUS PAYMENT RECPT#: 11830357
CITY OF GULFPORT

GULFPORT, MS 39501

DATE: 09/26/22 TIME: 16:22:21
CLERK: cbrown DEPT:
CUSTOMER#:

COMMENT:

CHG: PZD PLANNING AND ZO 175.00

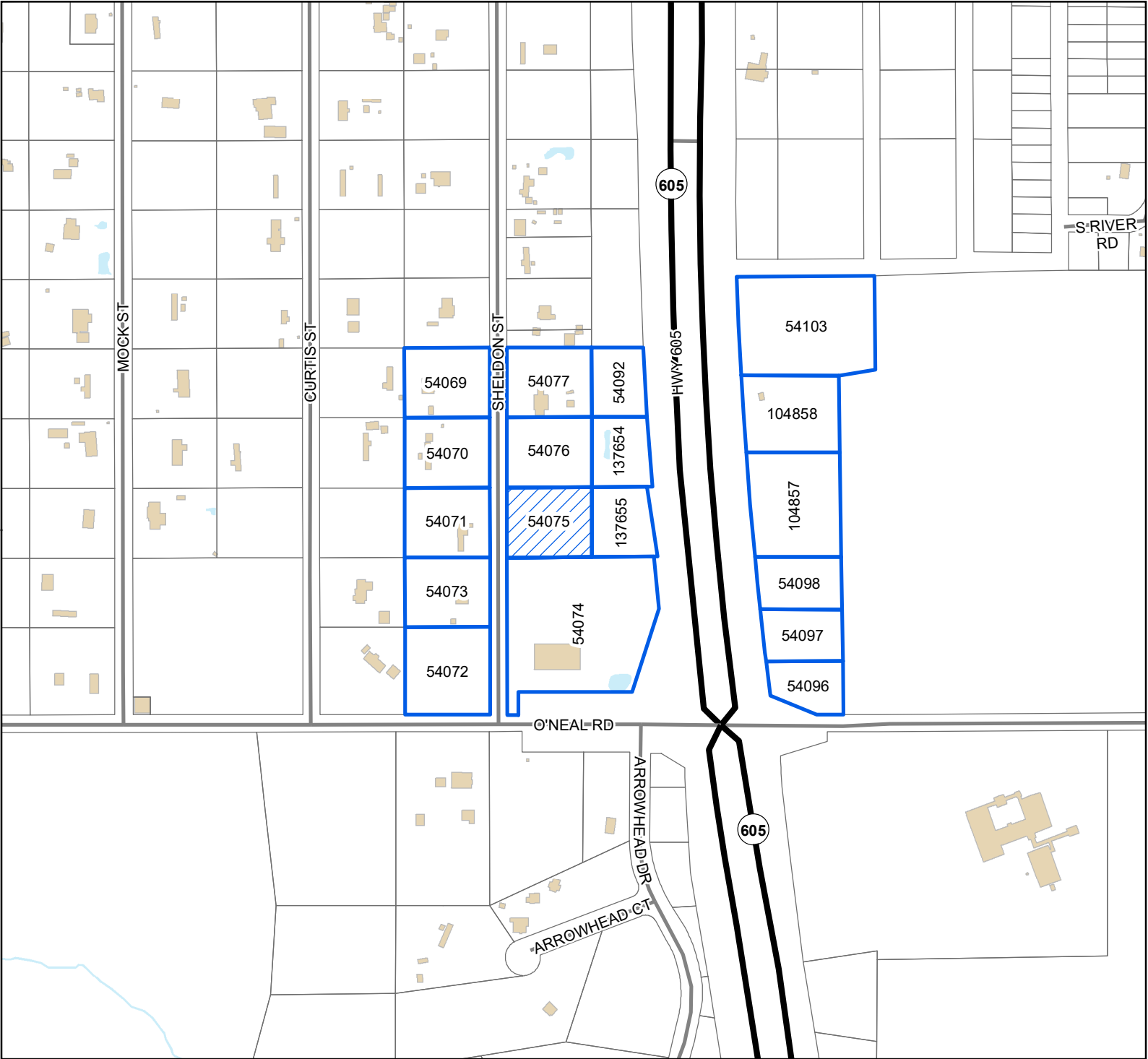
AMOUNT PAID: 175.00

PAID BY: DENIS FLORES
PAYMENT METH: CASH

REFERENCE:

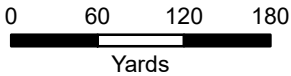
AMT TENDERED: 175.00
AMT APPLIED: 175.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	54075	1007M-01-038.000	GUINN JR CLAUDE W	13094 SHELDON ST	GULFPORT	MS	39503
	Adjacent Property Owners (2211PC198)						
	54073	1007M-01-062.000	BENHART CHERYL	13049 SHELDON ST	GULFPORT	MS	39503
	137655	1007M-01-077.000	DALEY ROBERT M & JEREMIA R	PO BOX 4273	GULFPORT	MS	39502
N	104857	1007M-01-009.002	DUNAWAY MELANIE	19410 WILSON DR	SAUCIER	MS	39574
N	104858	1007M-01-009.001	DUNAWAY MELANIE	19410 WILSON DR	SAUCIER	MS	39574
	54103	1007M-01-009.000	DUNAWAY MELANIE	19410 WILSON DR	SAUCIER	MS	39574
	54076	1007M-01-039.000	GUINN CLAUDE W	13072 SHELDON STREET	GULFPORT	MS	39532
N	137654	1007M-01-076.000	GUINN CLAUDE W	13094 SHELDON ST	GULFPORT	MS	39503
	54092	1007M-01-033.000	GUINN CLAUDE W JR	13094 SHELDON ST	GULFPORT	MS	39503
	54077	1007M-01-040.000	GUINN CLAUDE W JR	13094 SHELDON STREET	GULFPORT	MS	39503
	54070	1007M-01-060.000	GUINN CLAUDE W JR	13194 SHELDON ST	GULFPORT	MS	39503
	54071	1007M-01-061.000	HULL HEATHER	10678 E BAYTREE DR	GULFPORT	MS	39503
	54072	1007M-01-063.000	MEJIA ARTURO & RINA	3612 CONNECTICUT AVE	KENNER	LA	70065
	54098	1007M-01-012.000	PEER CAROL GRISSOM	11309 PEYTON DR	GULFPORT	MS	39503
	54074	1007M-01-037.000	VALLEY RANCH FARM LLC	2335 HIGHWAY 225 N	CHATSWORTH	GA	30705
	54069	1007M-01-059.000	WEST PATRICK N & CONNIE S	13111 SHELDON ST	GULFPORT	MS	39503
	54096	1007M-01-010.000	WOOD KENNETH J	14592 RIVER PLANTATION CT	BILOXI	MS	39532
N	54097	1007M-01-011.000	WOOD KENNETH J	14592 RIVER PLANTATION CT	BILOXI	MS	39532



Legend

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



1 inch = 400 feet



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RE: Zoning Map Amendment 2211PC198, by agent Jorge Vargas, tax parcel 1007M-01-038.000, Requests to rezone from R-B (Residence-business) to R-E (Residence estate), 13062 Sheldon St, Zoned R-B (Residence-business), Ward 6

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, November 17, 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, November 17, 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:
IPL0096113

Order Status:
Submitted

Classification:
Legals & Public Notices

Package:
BLX - Legal Ads

Final Cost:
81.72

Payment Type:
Account Billed

User ID:
IPL0024925

ACCOUNT INFORMATION

GULFPORT URBAN DEVELOPMENT IP
PO BOX 1780
GULFPORT, MS 39502
228-868-5705
AccountsPayable@gulfport-ms.gov
GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT

Date
October 27, 2022 11:41:15 AM EDT

Amount:
81.72

SCHEDULE FOR AD NUMBER IPL00961130

November 2, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00961130**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, November 17, 2022 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2211PC194, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests for outdoor entertainment venue, 942 1/2 Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

Zoning Map Amendment 2211PC195, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 942 1/2 Beach Blvd, Ward 2

Planning Commission Approval 2211PC196, by owner Jermille Johnson, tax parcel 0810B-03-099.000, Requests mobile home use, W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

Zoning Map Amendment 2211PC198, by agent Jorge Vargas, tax parcel 1007M-01-038.000, Requests to rezone from R-B (Residence-business) to R-E (Residence estate), 13062 Sheldon St, Zoned R-B (Residence-business), Ward 6

Planning Commission Approval 2211PC199, by agent Terrell Roddy, tax parcel 0808D-04-004.000, Requests to allow a medical dispensary use, 12407 HWY 49 N, Zoned B-4 (Highway business), Ward 7

Special Exception 2211SE200, by agent Adeeb Botros, tax parcel 0810C-03-059.000, Requests liquor store use, 8304 HWY 49 B, Zoned B-4 (Highway business), Ward 3

Planning Commission Approval 2211PC201, by owners Barry & Theresa Weyland, tax parcel 1010E-03-007.015, Request home occupation for real estate office, 927 Old Towne St, Zoned T3 (Sub-Urban Zone), Ward 4

Zoning Map Amendment 2211PC202, by agent Joyce Unsworth, tax parcel 0710O-02-102.002, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4809 29th St, Zoned B-1 (Neighborhood business), Ward 1

Planning Commission Approval 2211PC203, by agent Doug Hanson, tax parcel 0811G-03-033.000, Request home occupation for mobile windshield repair business, 1632 2nd St, Zoned T4L (General Urban Zone "Limited"), Ward 2

Appeals 2211PC204, by owners 3112 Pass Rd LLC & Ronald Fremin II, tax parcel 0811D-04-009.000, Requests metal exterior on facility, 3112 Pass Road, Zoned I-1 (Light Industry), Ward 1

Planning Commission Approval 2211PC205, by owners Yolanda & Marcus Stubbs, tax parcel 0908J-01-036.000, Requests home occupation for mobile notary use, 20 Joanna Lane, R-1-10 (Single-family) Ward 6

Zoning Map Amendment 2211PC206, by owners Incia Hernandez & Wilson Martinez, tax parcel 0910N-01-018.001, Request to rezone from B-2 (General Business) to R-B (Residence Business), 3205 F Ave, Zoned B-2 (General Business), Ward 4

Zoning Map Amendment 2211PC207, by agent J. William Williams, tax parcels 0708P-01-004.007 & 0708P-01-006.000, Requests to rezone from R-1-15 (Single-family) to B-2 (General business), 11261 Old Highway 49, Zoned R-1-15 (Single-family), Ward 7

Resubdivision 2211PC208, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2211PC209, by agent Robert Reimann, tax parcel 0809B-03-017.000, Requests to rezone from I-2 (Heavy Industry) to R-3 (General residence), River Ten Rd & Klein Rd, Zoned I-2 (Heavy Industry), Ward 7

Planning Commission Approval 2211PC210, by agent Addison Bell,

Planning Commission Approval 2210PC190, by agent Addison Reimann, tax parcel 0809K-02-002.001, Request approval to allow a medical dispensary use, Creosote Rd, B-4 (Highway business), Ward 3

Final Plat 2211PC211, by agent Robert Reimann, tax parcels 0808O-02-016.000, 0808O-02-019.000, 0808O-02-015.000, Approval of Final Plat for 63-lot subdivision (Southern Breeze Subdivision) with 3 outparcels, Dedeaux Rd & Tanner Rd, Zoned R-1-5 (Single-family) & B-2 (General business), Ward 5

Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive sales of less than 50 vehicles & automotive laundry use, 2601 15th Ave, Zoned B-2 (General business), Ward 3

This the 26th day of October, 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: November 17, 2022

Re: Zoning Map Amendment 2211PC202:

Zoning Map Amendment 2211PC202, by agent Joyce Unsworth, tax parcel 0710O-02-102.002, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4809 29th St, Zoned B-1 (Neighborhood business), Ward 1

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2211PC202

Hearing Date: November 17, 2022

Current Zoning/Use: B-1 / Single-family home

Legal: Zoning Map Amendment 2211PC202, by agent Joyce Unsworth, tax parcel 07100-02-102.002, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4809 29th St, Zoned B-1 (Neighborhood business), Ward 1

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 24,993 square feet of property from B-1 (Neighborhood business) to R-B (Residence-business). Upon staff review of aerial imagery, the property has had a single-family house since 2003. If approved the use would become conforming.

According to the City's 2002 Comprehensive Plan, this area was intended to become general commercial. The proposed zoning would allow for a commercial use that is not as intensive as the industrial zoning to the south but it does not eliminate residential.

The applicant has addressed change in the character of the neighborhood as justification for change of the current zoning district.

1. Mistake or error is not addressed by the applicant.
2. The applicant addresses Character of the Neighborhood changing by stating, "the neighborhood has changed and it is mainly an area with homes, not businesses." No additional descriptions for public need were including in the applicant's statement.

Technical Report

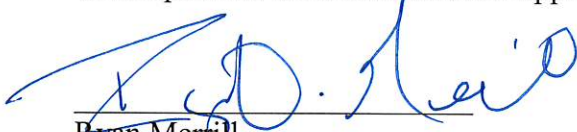
Zoning Map Amendment

EXECUTIVE SUMMARY

The future plant of the City's growth indicated that continuing with commercial along 28th Street was in the future. Although the applicant has not proven with clear and convincing evidence for a zoning change as required by the state, the staff notes that there are more single-family homes in the surrounding neighborhood than commercial uses. A lesser zoning of the R-B (Residence-business) would still keep with commercial zoning and would make the house conforming. It should also be noted that this board approved this same zoning request for a property just south of the proposed property, case # 2206PC115.

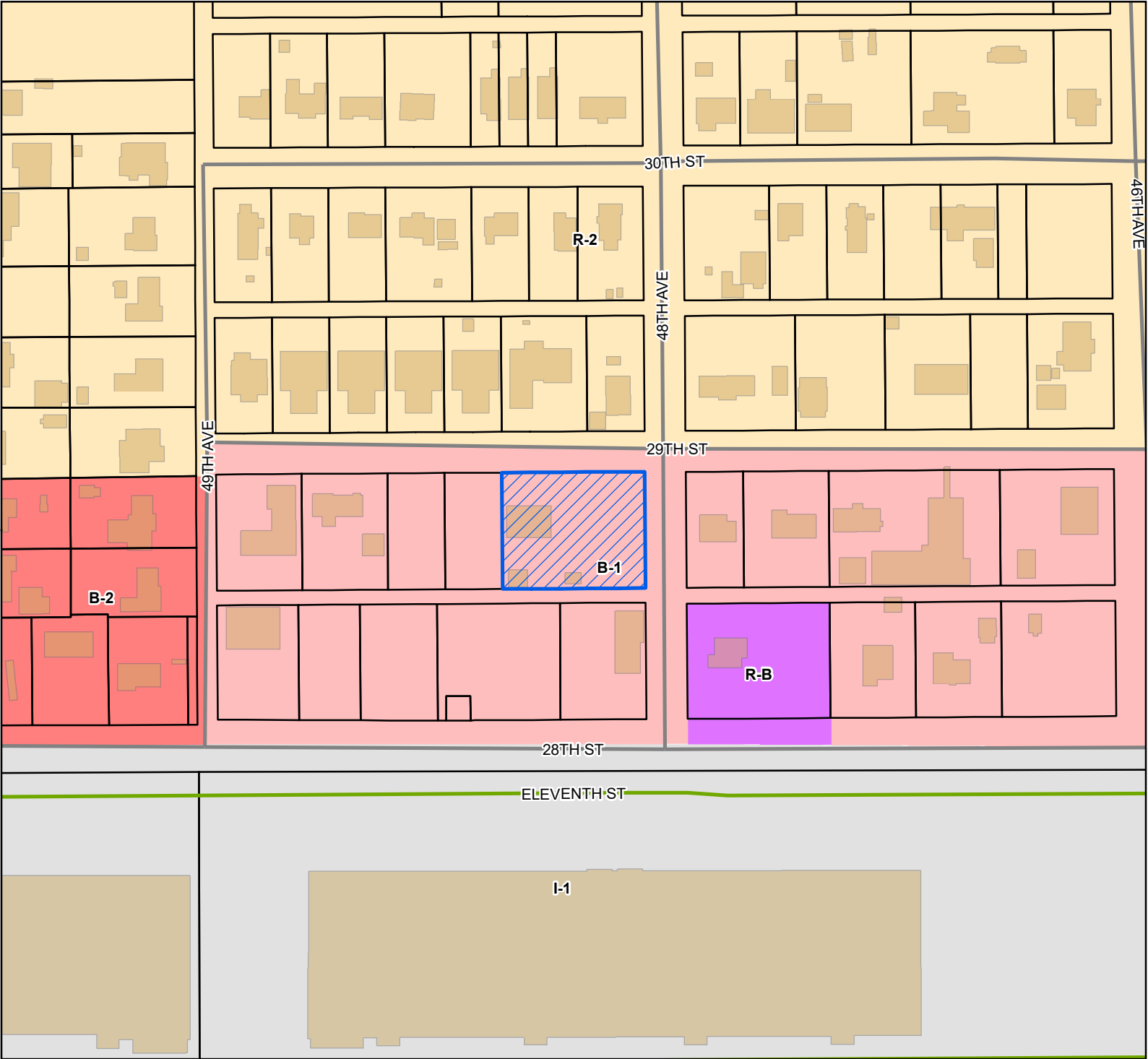
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Ryan Merrill

Director of Urban Development Department



Legend

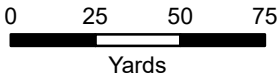
- Site
- Street
- Military Street
- Parcels
- Buildings

Zoning

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

Site Information

07100-02-102.002
 Zoning: B-1 (Neighborhood business)
 Size: 24,993 sq.ft
 Flood: X



1 inch = 170 feet



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

\$175.00



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

For Staff Use Only

Case File #: 2211PC202Date Received: 10/3/2022

Receipt #: _____

Received By: NWZoning: B-1Ward: 1 Flood: ✓24,993

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

Property Information

TAX PARCEL # 07100-02-102-002

0	7	1	0	0	-	0	2	-	1	0	2	•	0	0	2
					-			-				•			
					-			-				•			

(If necessary, use separate sheet of paper)

Address of Property Involved: 4809 29th ST. Gulfport MS 39501Lot(s) 11,12,13,14,15, Block(s) 19, Subdivision Gulfport Heights AdditionGeneral Location: South corner of 29th ST, West side of 48th Ave.**GENERAL DESCRIPTION OF REQUEST:**

would like to have all lots in this Parcel rezoned
from B-1 to R.B. To bring property in zone compliance.

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

Harvey Young
Printed Name Of Owner
4809 29th ST.

Mailing Address
Gulfport MS 39501

City State Zip code
228-236-6413

Home Phone Work/Cell Phone

Email

[Signature]
Signature Of Owner

AGENT

Joyce Unsworth
Printed Name Of Agent
4628 28th ST.

Mailing Address
Gulfport MS 39501

City State Zip code
985-515-9661

Home Phone Work/Cell Phone

1realjoyce@gmail.com

Joyce Unsworth
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.

September 26, 2020

Planning and Zoning office

The neighborhood has changed it's mainly an area with homes, not business, please consider rezoning this property to be for a residence/
Business.

F-1 Owner of Property Lots 11, 12, 13, 14, 15 Block 19
MR. HARVEY YOUNG
4809 29TH ST.
Gulfport, MS 39501
Parcel # 07100-02-102-002
Phone 228-236-6413

F-2 Home has been on the property for many years
with 2 storage sheds no new development.

F-3 With this 1 property giving a rezoning to
R.B. it would be giving this neighborhood which
is mainly homes in the area of like properties.

F-4 not sure if the zoning ordinance is an
error or when it was changed,

September 26, 2022

City of Gulfport Planning Division

Owner:

Mr Harvey Young

4809 29th ST.

Gulfport, MS 39501

Parcel # 07100-02-102-002

Phone 228-236-6413

Agent:

Joyce Unsworth

4628 28th ST.

Gulfport, MS 39501

Phone 985-515-9661

The Request is to have Lots 11, 12, 13, 14, 15 Block 19

To be rezoned from B-1 to R.B.

This property is a Resident and would like
To have this property in compliance with the
Zoning of City of Gulfport.

Best Regards

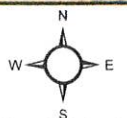
Agent Joyce Unsworth



Area Map

Printed 07/01/22

- Addresspoints
- Parcels



1 inch = 33 feet

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Designation of Agent

I, HARVEY Young Hy
Joyce Unsworth, being owner of the property 4809 29TH ST. GPT. 39501
which is the subject of this application hereby authorize Joyce Unsworth 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.

x [Signature]
Signature

9-26-2022
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 26 day of SEP, 20 22

[Signature]
Notary Public

10/01/2024
Commission Expiration





Covenant Affidavit

I, Joyce Unsworth, being owner or agent of the property 4809 29TH ST, GPT, 39501
PRINT NAME PRIMARY ADDRESS OR PARCEL
07100-02-102.002

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

X [Signature]
Signature Harvey Youngs

9/26/2022
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 26 day of SEP, 2022

[Signature]
Notary Public

10/01/2024
Commission Expiration



SCANNED
STATE OF MISSISSIPPI

COUNTY OF HARRISON



1st Judicial District
Instrument 2008 10062 D J1
Filed/Recorded 12 3 2008 4 49 P
Total Fees 16.00
2 Pages Recorded



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, HARVEY V. YOUNG also known as HARVEY YOUNG and wife, BERNICE E. YOUNG also known as BERNICE YOUNG, 4809-29th Street, Gulfport, MS 39501, 228-864-9771, do hereby sell, convey and warrant unto HARVEY V. YOUNG and BERNICE E. YOUNG, 4809-29th Street, Gulfport, MS 39501, 228-864-9771, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property being located in the First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

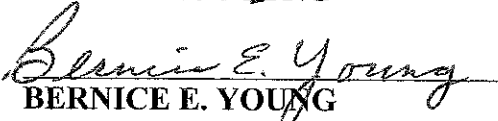
Lots Eleven (11), Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15), Block Nineteen (19), GULFPORT HEIGHTS ADDITION, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 3 at Page 13 thereof, reference to which is hereby made in aid of and as a part of this description.

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

TAXES for the current year are hereby assumed by the Grantees herein.

WITNESS OUR SIGNATURES, on this the 3rd day of December, 2008.


HARVEY V. YOUNG


BERNICE E. YOUNG

TITLE NOT EXAMINED

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, HARVEY V. YOUNG also known as HARVEY YOUNG and wife, BERNICE E. YOUNG also known as BERNICE YOUNG, who acknowledged that the above and foregoing instrument was signed and delivered as the free and voluntary act and deed of the Grantors on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 3rd day of December, 2008.


NOTARY PUBLIC

My Commission Expires:

Prepared by:
Gulf Title Company, Inc.
P. O. Box 280
Gulfport, MS 39502
(228) 865-0011
File #080663



MISCELLANEOUS PAYMENT RECPT#: 11840949
CITY OF GULFPORT
GENERAL FINANCE DEPARTMENT
1410 24TH AVENUE
GULFPORT, MS 39501

DATE: 10/03/22 TIME: 12:19:36
CLERK: lbarefoot DEPT: BUILDING COD
CUSTOMER#:

COMMENT: PLANNING/ZONING FEES

CHG: 500400 ZONING FEES 175.00

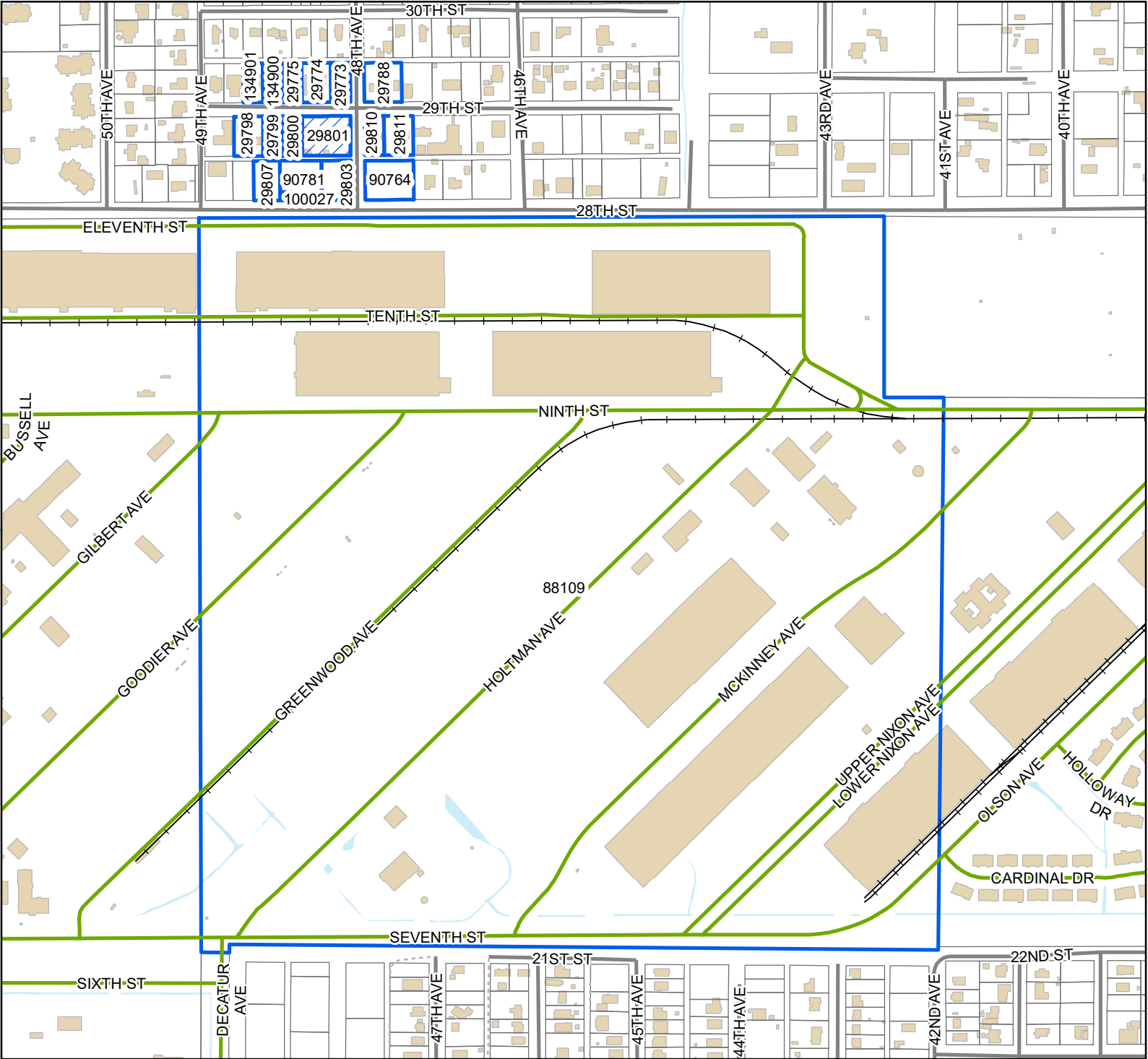
AMOUNT PAID: 175.00

PAID BY: JOYCE UNSWORTH
PAYMENT METH: CHECK
426

REFERENCE:

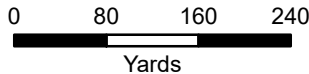
AMT TENDERED: 175.00
AMT APPLIED: 175.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	29801	07100-02-102.002	YOUNG HARVEY V & BERNICE E	4809-29TH STREET	GULFPORT	MS	39501
	Adjacent Property Owners(07100-02-102.002)						
	29803	07100-02-104.000	GORDON BOYD W & PAMELA R	6462 SIMMONS DR	LONG BEACH	MS	39560
	29810	07100-02-039.000	HANSON KIRK	11195 WOODLEY CV	GULFPORT	MS	39503
	29775	07100-02-098.000	JACKSON KIMBERLY HANKS	2408 BROADMOOR PLACE	GULFPORT	MS	39501
N	134900	07100-02-098.001	JACKSON KIMBERLY HANKS	2408 BROADMOOR PLACE	GULFPORT	MS	39501
N	134901	07100-02-098.002	JACKSON KIMBERLY HANKS	2408 BROADMOOR PLACE	GULFPORT	MS	39501
	29788	07100-02-046.000	LANIER STEPHEN LEE & PAMELA CULVER	4626 29TH STREET	GULFPORT	MS	39501
	29799	07100-02-102.000	MAGNUSEN BETTY	3774 ROUTE 31 APT 602	LIVERPOOL	NY	13090
	100027	07100-02-105.001	NECAISE KEVIN D ETAL	7490 CAESAR-NECAISE RD	PERKINSTON	MS	39573
	90781	07100-02-105.000	PETERSON KAREN K & MIRIAM GRAVES	7490 CAESAR-NECAISE RD	PERKINSTON	MS	39573
N	29800	07100-02-102.001	PETERSON KAREN K & MIRIAM GRAVES	7490 CAESAR-NECAISE RD	PERKINSTON	MS	39573
	29773	07100-02-096.000	PHELPS MARGIE AUGESTINE -ESTATE-	26 PASS RD	GULFPORT	MS	39501
	29798	07100-02-101.000	RAWLINGS STEVE	PO BOX 6633	D'IBERVILLE	MS	39540
	29811	07100-02-040.000	RUSSELL LINDA A & CHUTER RICKEY P	4627 29TH STREET	GULFPORT	MS	39501
	29807	07100-02-106.000	TRAN TONY PHU	307 FERGUSON AVE	LONG BEACH	MS	39560
	88109	0711B-01-002.000	U S NAVAL CONST BATTALION CTR	28TH ST	GULFPORT	MS	39501
	90764	07100-02-038.000	UNSWORTH OWEN J	1001 WALLACE CT	SLIDELL	LA	70461
	29774	07100-02-097.000	WEIS JOSEPH SCOTT	4810- 29TH STREET	GULFPORT	MS	39501



Legend

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



1 inch = 500 feet



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RE: Zoning Map Amendment 2211PC202, by agent Joyce Unsworth, tax parcel 0710O-02-102.002, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4809 29th St, Zoned B-1 (Neighborhood business), Ward 1

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, November 17, 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, November 17, 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:
IPL0096113

Order Status:
Submitted

Classification:
Legals & Public Notices

Package:
BLX - Legal Ads

Final Cost:
81.72

Payment Type:
Account Billed

User ID:
IPL0024925

ACCOUNT INFORMATION

GULFPORT URBAN DEVELOPMENT IP
PO BOX 1780
GULFPORT, MS 39502
228-868-5705
AccountsPayable@gulfport-ms.gov
GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT

Date
October 27, 2022 11:41:15 AM EDT

Amount:
81.72

SCHEDULE FOR AD NUMBER IPL00961130

November 2, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00961130**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, November 17, 2022 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2211PC194, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests for outdoor entertainment venue, 942 1/2 Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

Zoning Map Amendment 2211PC195, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 942 1/2 Beach Blvd, Ward 2

Planning Commission Approval 2211PC196, by owner Jermille Johnson, tax parcel 0810B-03-099.000, Requests mobile home use, W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

Zoning Map Amendment 2211PC198, by agent Jorge Vargas, tax parcel 1007M-01-038.000, Requests to rezone from R-B (Residence-business) to R-E (Residence estate), 13062 Sheldon St, Zoned R-B (Residence-business), Ward 6

Planning Commission Approval 2211PC199, by agent Terrell Roddy, tax parcel 0808D-04-004.000, Requests to allow a medical dispensary use, 12407 HWY 49 N, Zoned B-4 (Highway business), Ward 7

Special Exception 2211SE200, by agent Adeeb Botros, tax parcel 0810C-03-059.000, Requests liquor store use, 8304 HWY 49 B, Zoned B-4 (Highway business), Ward 3

Planning Commission Approval 2211PC201, by owners Barry & Theresa Weyland, tax parcel 1010E-03-007.015, Request home occupation for real estate office, 927 Old Towne St, Zoned T3 (Sub-Urban Zone), Ward 4

Zoning Map Amendment 2211PC202, by agent Joyce Unsworth, tax parcel 0710O-02-102.002, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4809 29th St, Zoned B-1 (Neighborhood business), Ward 1

Planning Commission Approval 2211PC203, by agent Doug Hanson, tax parcel 0811G-03-033.000, Request home occupation for mobile windshield repair business, 1632 2nd St, Zoned T4L (General Urban Zone "Limited"), Ward 2

Appeals 2211PC204, by owners 3112 Pass Rd LLC & Ronald Fremin II, tax parcel 0811D-04-009.000, Requests metal exterior on facility, 3112 Pass Road, Zoned I-1 (Light Industry), Ward 1

Planning Commission Approval 2211PC205, by owners Yolanda & Marcus Stubbs, tax parcel 0908J-01-036.000, Requests home occupation for mobile notary use, 20 Joanna Lane, R-1-10 (Single-family) Ward 6

Zoning Map Amendment 2211PC206, by owners Incia Hernandez & Wilson Martinez, tax parcel 0910N-01-018.001, Request to rezone from B-2 (General Business) to R-B (Residence Business), 3205 F Ave, Zoned B-2 (General Business), Ward 4

Zoning Map Amendment 2211PC207, by agent J. William Williams, tax parcels 0708P-01-004.007 & 0708P-01-006.000, Requests to rezone from R-1-15 (Single-family) to B-2 (General business), 11261 Old Highway 49, Zoned R-1-15 (Single-family), Ward 7

Resubdivision 2211PC208, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2211PC209, by agent Robert Reimann, tax parcel 0809B-03-017.000, Requests to rezone from I-2 (Heavy Industry) to R-3 (General residence), River Ten Rd & Klein Rd, Zoned I-2 (Heavy Industry), Ward 7

Planning Commission Approval 2211PC210, by agent Addison Bell,

Planning Commission Approval 2210PC190, by agent Addison Reimann, tax parcel 0809K-02-002.001, Request approval to allow a medical dispensary use, Creosote Rd, B-4 (Highway business), Ward 3

Final Plat 2211PC211, by agent Robert Reimann, tax parcels 0808O-02-016.000, 0808O-02-019.000, 0808O-02-015.000, Approval of Final Plat for 63-lot subdivision (Southern Breeze Subdivision) with 3 outparcels, Dedeaux Rd & Tanner Rd, Zoned R-1-5 (Single-family) & B-2 (General business), Ward 5

Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive sales of less than 50 vehicles & automotive laundry use, 2601 15th Ave, Zoned B-2 (General business), Ward 3

This the 26th day of October, 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: November 17, 2022

Re: **Zoning Map Amendment 2211PC206:**

Zoning Map Amendment 2211PC206, by owners Incia Hernandez & Wilson Martinez, tax parcel 0910N-01-018.001, Request to rezone from B-2 (General Business) to R-B (Residence Business), 3205 F Ave, Zoned B-2 (General Business), Ward 4

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2211PC206

Hearing Date: November 17, 2022

Current Zoning/Use: B-2 / Single-family homes

Legal: Zoning Map Amendment 2211PC206, by owners Incia Hernandez & Wilson Martinez, tax parcel 0910N-01-018.001, Request to rezone from B-2 (General Business) to R-B (Residence Business), 3205 F Ave, Zoned B-2 (General Business), Ward 4

TECHNICAL DETAILS

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

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

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

The applicant requests to rezone approximately 6,000 square feet of property from B-2 (General Business) to an R-B (Residence business) zone. Currently, the property is vacant. The current zoning does not allow for single-family uses, the expansion of it, or substantial modification.

According to the City's 2002 Comprehensive Plan, this area was intended to become commercial. Specifically meaning, the existing use of single-family was intended to go away.

The applicant stated mistake as a justification of change as required by ordinance and application:

1. The applicant paraphrases mistake or error as, "they [the City of Gulfport] zoned the house for commercial while people still live there." While this statement may or may not satisfy the intention of error, this does lean to an uninformed decision when adopting the zoning regulations for this area. This home was built in 1955 (see attached tax records), which well pre-date the 1979 zoning ordinance.
2. Need is not addressed by the applicant.

Technical Report

Zoning Map Amendment

EXECUTIVE SUMMARY

These homes predate the 1979-zoning ordinance and were rendered non-conforming by the ordinance adoption. Being non-conforming, these homes were placed in position of forced change instead of a zoning district like R-B that would allow for a gradual change. As such, an intentional business area should have been the goal for the area. With that being unstated anywhere, it leans to an oversight or error in the plan development.

DIRECTOR APPROVAL

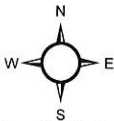
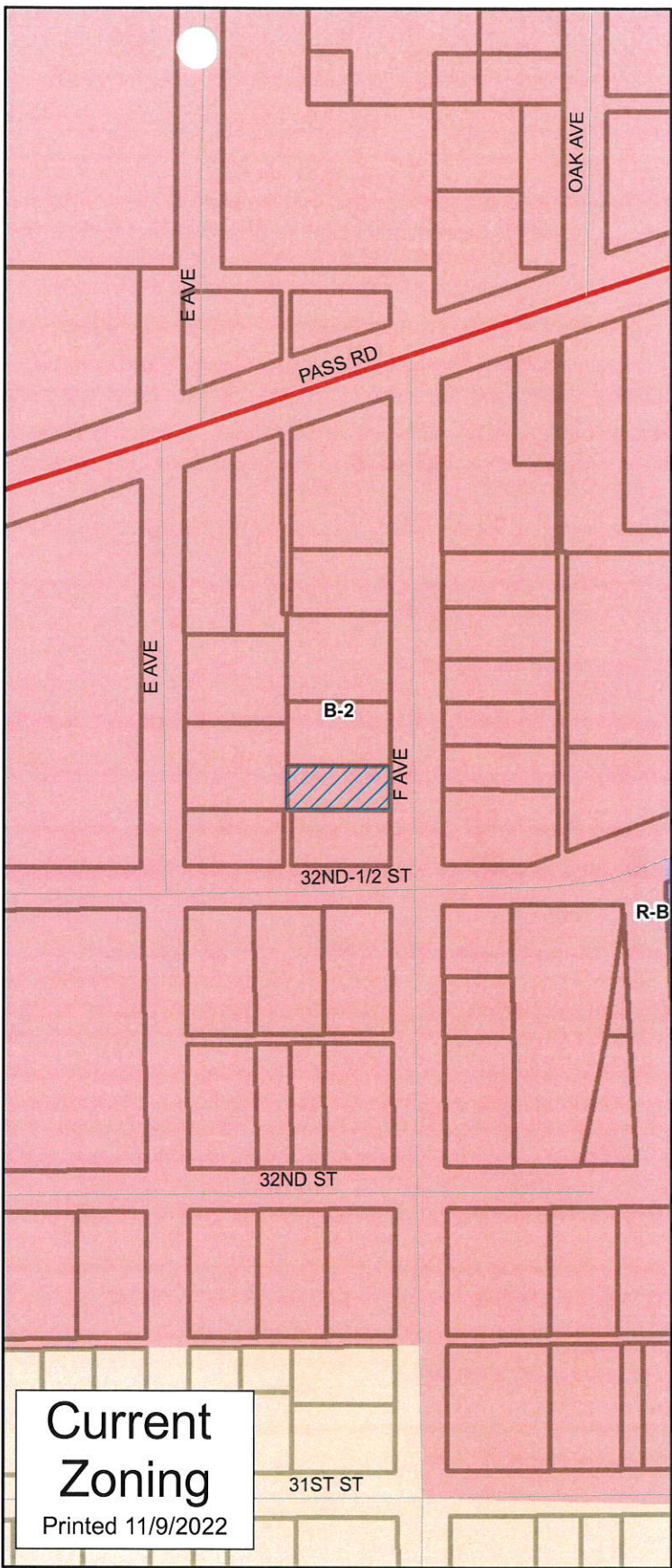
This report has been reviewed and approved by:



Ryan Merrill
Director of Urban Development Department



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



1 inch = 200 feet

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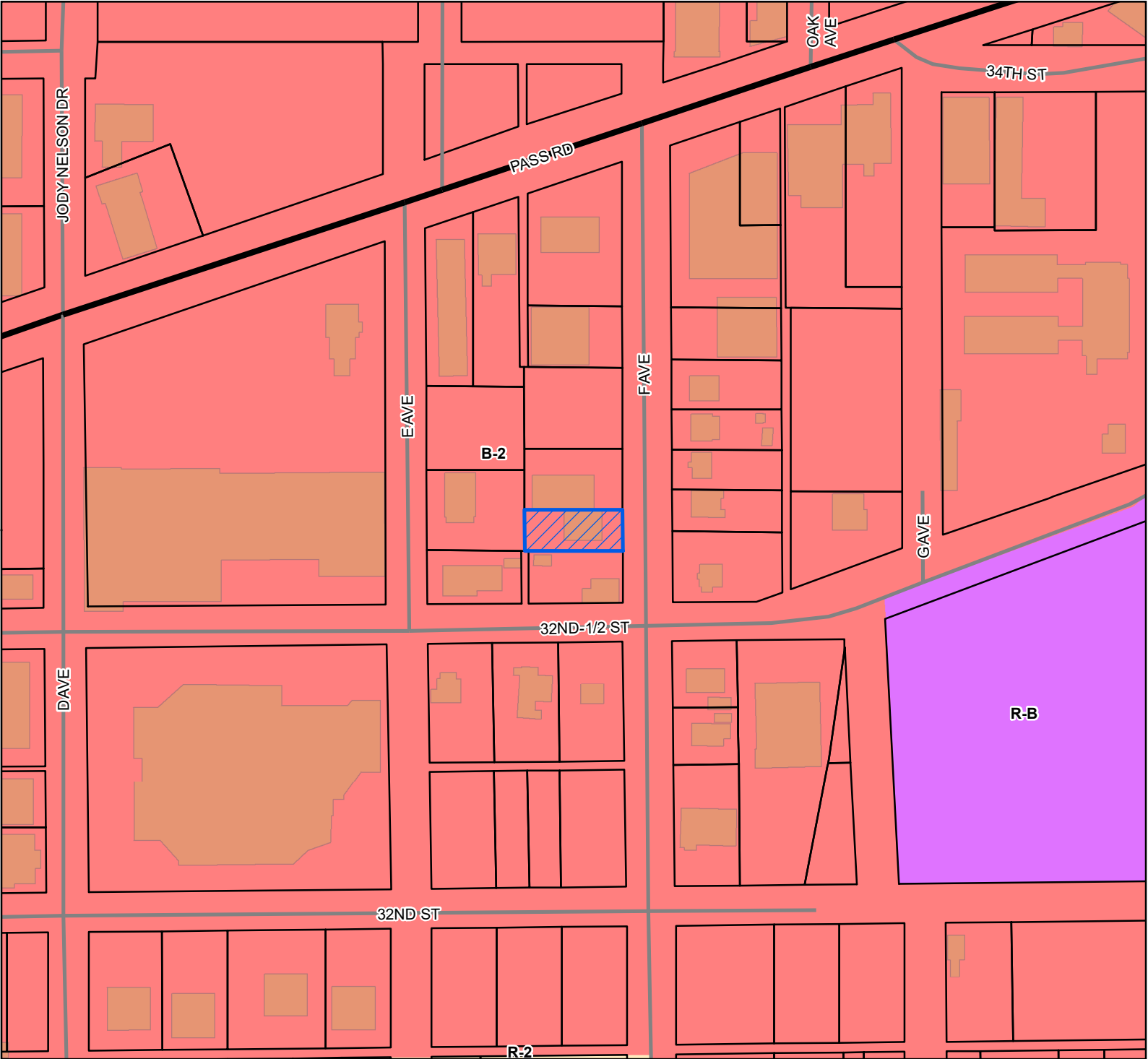


Tax Rolls - Real Property

2022 Official Landroll Information				
RAMOS INCIA ISABEL HERNANDEZ -ETAL- 3205 F AVE GULFPORT, MS 39501 Physical Street Address: 3205 F AVE				
Parcel #:	PPIN	Tax District	Homestead Exp.	Judicial Dist.
0910N-01-018.001	103041	4G		1
Supervisor District:		Subdivision:		
4		JORDAN AND MCGUIRE		
Exemption Code				
Non-Exempt				
Section	Township	Range		
35	07	11		
Instrument Number(s)				
2021-0008444-D-J1, 2020-0010121-D-J1, 2019-0008735-D-J1, 2018-0006514-D-J1, 2007-0005489-D-J1, 2006-0002383-D-J1, 1206/0195				
Acres	Land Value	Improvements	Total Value	Assessed Value
0	7935	36155	44090	6615 0 / 6613.5
Legal Description				
LOTS 26 & 27 BLK A & E 5 FT OF VACATED ALLEY LYING ON W SIDE OF LOTS OF JORDAN & MCGUIRE SUBD SEC 35-7-11				

There are **1** building description records attached to this parcel.

Improvement 1 (Primary)	
Year Built:	1955
Base Square Feet:	940
Second Floor Area:	0



Site

US or State Highway

Street

Parcels

Buildings

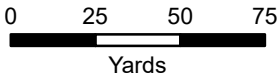
Zoning

B-2 - General Business District

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

R-B - Residence-Business District

Site Information
0910N-01-018.001
Zoning: B-2 (General business)
Size: 6,023 sqft
Flood: X



1 inch = 170 feet



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

For Staff Use Only

Case File #: 221DC206

Date Received: _____

Receipt #: _____

Received By: _____

Zoning: B-2Ward: 4 Flood: X

SIZE: 6023 sq. ft.
(If necessary, use separate sheet of paper)

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

Property Information

TAX PARCEL #

0	9	1	0	N	-	0	1	-	0	1	8	•	0	0	1
					-			-				•			
					-			-				•			

Address of Property Involved: 3205 F Ave

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

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

Re zone from B2 to R-B

OWNERSHIP AND CERTIFICATION:

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

OWNER

Incia Hernandez

Printed Name Of Owner

3205 F Ave

Mailing Address

Gulfport MS 39507

City

State

Zip code

(504) 320-6535

Home Phone

Work/Cell Phone

Estrella.samantha19@gmail.com

Email

Incia Hernandez

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.

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.

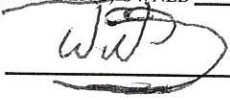
I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request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

NAME OF OWNER (PRINT) Wilson Martinez

ADDRESS (STREET, CITY, STATE, ZIP CODE) 3205 F Ave Gulfport, MS 39507

PHONE # (H) (504) 809-8213 (W) _____

TAX PARCEL NUMBER(S) OWNED 0910N-01-018.001

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: _____

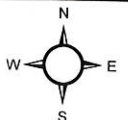
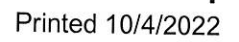
I, Incia Hernandez owner of 2205 F Ave Gwlfport, MI 39507, am requesting an amendment to the Comprehensive zoning ordinance because I believe the city made a mistake. They zoned the house for commercial while people still live there.

F 1. Incia Hernandez 3205 F Ave

2. Finishing building permits as soon as complete.

3. This will allow it to stay a single family house.

4. This will allow this to stay a single family house.


$$1 \text{ inch} = 60^s \text{ feet}$$

- Harrison_HughRes_2020.sid**

Addresspoints

Minor/Residential

WaterFeatures

Parcels

RGB

Red: Band_1

Green: Band_2

Blue: Band_3

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J. K. Jordan 1st Judicial District
Instrument 2021 8444 D - J1
Filed/Recorded 6/17/2021 11:20 A
Total Fees \$ 26.00
2 Pages Recorded

Prepared by and after recording return to:
Michael B. McDermott, MS Bar No. 2379
Page, Mannino, Peresich & McDermott, P.L.L.C.
759 Howard Avenue, Biloxi, MS 39530
(228) 374-2100

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

INDEXING INSTRUCTIONS: LOT 26 and 27,
BLOCK A, & EAST 5' of VACATED ALLEY ON W SIDE
OF LOTS OF JORDAN AND McGUIRE S/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 is hereby acknowledged, the undersigned, for and on behalf of

NR DEED, LLC,
an Indiana Limited Liability Company
1266 West Paces Ferry Road #517
Atlanta, GA 30327
(404)949-3850

does hereby sell, convey and specially warrant unto

INCIA ISABEL HERNANDEZ RAMOS and
WILSON ARMANDO MARTINEZ CRUZ
3205 F Avenue, Gulfport, MS 39501
(504)320-6535

as joint tenants with full rights of survivorship, and not as tenants in common, the following described real property, together with all improvements thereon, located in the First Judicial District of Harrison County,

Mississippi, more particularly and certainly described as follows:

Lots 26 & 27, Block A and East 5 Feet of vacated alley lying on West side of lots of Jordan & McGuire Subdivision, in the City of Gulfport, in the First Judicial District of Harrison County, Mississippi, as per the official map or plat thereof on file and of record in the office of the Chancery Clerk thereof, Plat Book 10 at Page 1 (Copy Book 4 at Page 297).

This conveyance is subject to all restrictions, reservations and easements affecting said property on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

Ad valorem taxes for the year 2021 have been prorated between the parties hereto and the obligation to pay same is assumed by the Grantees herein, who will pay same when due.

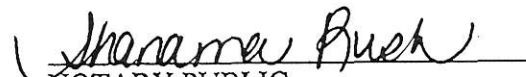
WITNESS my signature on this the 11th day of June, 2021.

NR Deed, LLC

By: 
R. Richard Robinson, Authorized Representative

STATE OF Georgia
COUNTY OF Cobb

9th Personally appeared before me, the undersigned authority in and for the said county and state, on this day of June, 2021, within my jurisdiction, the within named R. Richard Robinson, who acknowledged to me that he is an Authorized Representative of NR Deed, LLC, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said LLC so to do.

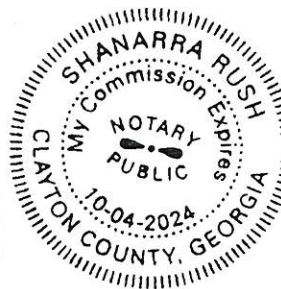

NOTARY PUBLIC

My Commission Expires:

10-04-2024
(SEAL)

59719

Page 2 of 2



MISCELLANEOUS PAYMENT RECPT#: 11842892
CITY OF GULFPORT

GULFPORT, MS 39501

DATE: 10/04/22 TIME: 13:22:57
CLERK: cbrown DEPT:
CUSTOMER#:

COMMENT:

CHG: PZD PLANNING AND ZO 175.00

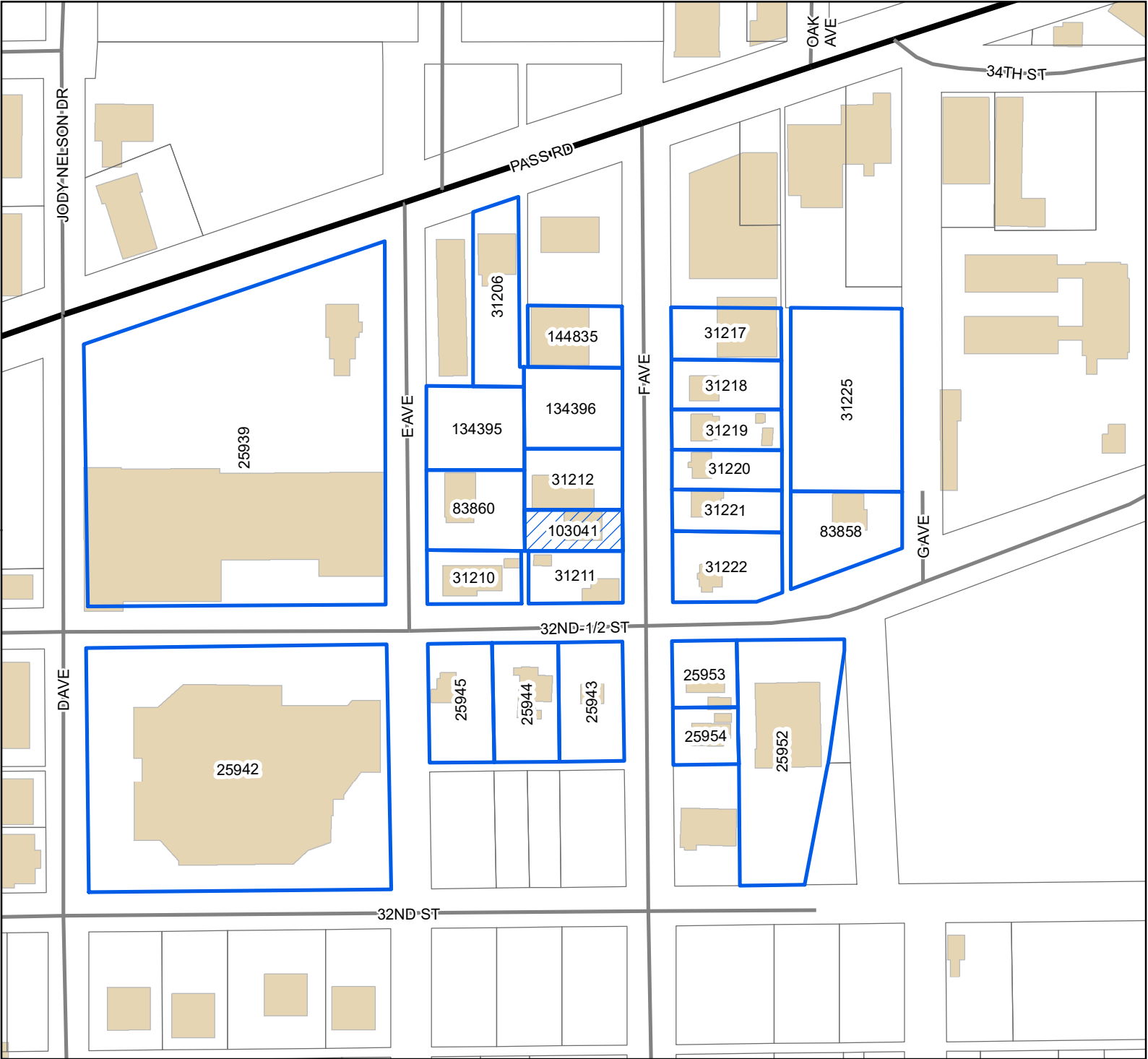
AMOUNT PAID: 175.00

PAID BY: INCIA HERNENDEZ
PAYMENT METH: CREDIT CARD

REFERENCE:

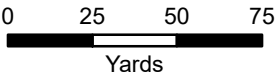
AMT TENDERED: 175.00
AMT APPLIED: 175.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	103041	0910N-01-018.001	INCIA HERNANDEZ (OWNER)	3205 F AVE	GULFPORT	MS	39501
			WILSON MARTINEZ (OWNER)	3205 F AVE	GULFPORT	MS	39501
			Adjacent Property Owners (2211PC206)				
	25954	0910N-01-034.000	A-2 PROPERTIES LLC	2641 PALMER DR	GULFPORT	MS	39507
	25953	0910N-01-033.000	BAYOU RENTAL PROPERTIES INC	1502 MILL RD	GULFPORT	MS	39507
	83860	0910N-01-022.000	BLACKWATER REAL ESTATE LLC	9175 ASHBURY LANE	GULFPORT	MS	39503
	134395	0910N-01-022.001	BLACKWATER REAL ESTATE LLC	9175 ASHBURY LANE	GULFPORT	MS	39503
	134396	0910N-01-022.002	BLACKWATER REAL ESTATE LLC	9175 ASHBURY LANE	GULFPORT	MS	39503
	31206	0910N-01-020.000	DUNNIGAN GARY L	311 PASS RD	GULFPORT	MS	39507
	31219	0910N-01-013.000	FORTNER JIMMIE L -ESTATE-	3240 F AVE	GULFPORT	MS	39501
	25945	0910N-01-026.000	GALLOTT GARY F	P O BOX 6709	GULFPORT	MS	39506
	31217	0910N-01-011.000	HAGE LIMITED PARTNERSHIP	400 PASS RD	GULFPORT	MS	39507
	144835	0910N-01-019.001	HAGE LIMITED PARTNERSHIP	400 PASS RD	GULFPORT	MS	39507
	31220	0910N-01-014.000	HEINRICH ELISABETH JANE ETAL	28 52ND ST	GULFPORT	MS	39507
	25952	0910N-01-035.000	HURST ANDREW H	11495 LANDON LAKE BLVD	GULFPORT	MS	39503
	25944	0910N-01-027.000	JUNIOR'S HOLDING COMPANY LLC	3206 D AVE	GULFPORT	MS	39507
	25943	0910N-01-028.000	JUNIOR'S HOLDING COMPANY LLC	3208 D AVE	GULFPORT	MS	39507
	25942	0910N-01-025.000	JUNIOR'S HOLDING COMPANY LLC	P O BOX 6709	GULFPORT	MS	39506
	31218	0910N-01-012.000	LADNER WALLACE & JEANETTE	P O BOX 6496	GULFPORT	MS	39506
	31212	0910N-01-018.000	MITRENGA LARRY	P O BOX 4984	BILOXI	MS	39535
	25939	0910N-01-024.000	MS GULF COAST YOUTH FOR CHRIST INC	111 PASS RD	GULFPORT	MS	39507
	83858	0910N-01-006.000	SIMMONS KENNETH R JR & SHERRY A	2492 TANDY DR	GULFPORT	MS	39503
	31221	0910N-01-015.000	SIMMONS KENNETH RAY JR & SHERRY ANN	2492 TANDY DR	GULFPORT	MS	39503
	31222	0910N-01-016.000	SIMMONS KENNETH RAY JR & SHERRY ANN	2492 TANDY DR	GULFPORT	MS	39503
	31225	0910N-01-007.000	SIMMONS KENNETH RAY JR & SHERRY ANN	2492 TANDY DR	GULFPORT	MS	39503
	31211	0910N-01-017.000	STRAIN BRUCE A & PEGGY L	304 32ND 1/2 STREET	GULFPORT	MS	39507
	31210	0910N-01-023.000	WILLIAMSON MARY Y	310 32ND 1/2 ST	GULFPORT	MS	39507



Legend

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



1 inch = 170 feet



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

RE: Zoning Map Amendment 2211PC206, by owners Incia Hernandez & Wilson Martinez, tax parcel 0910N-01-018.001, Request to rezone from B-2 (General Business) to R-B (Residence Business), 3205 F Ave, Zoned B-2 (General Business), Ward 4

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, November 17, 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, November 17, 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:
IPL0096113

Order Status:
Submitted

Classification:
Legals & Public Notices

Package:
BLX - Legal Ads

Final Cost:
81.72

Payment Type:
Account Billed

User ID:
IPL0024925

ACCOUNT INFORMATION

GULFPORT URBAN DEVELOPMENT IP
PO BOX 1780
GULFPORT, MS 39502
228-868-5705
AccountsPayable@gulfport-ms.gov
GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT

Date
October 27, 2022 11:41:15 AM EDT

Amount:
81.72

SCHEDULE FOR AD NUMBER IPL00961130

November 2, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00961130**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, November 17, 2022 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2211PC194, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests for outdoor entertainment venue, 942 1/2 Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

Zoning Map Amendment 2211PC195, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 942 1/2 Beach Blvd, Ward 2

Planning Commission Approval 2211PC196, by owner Jermille Johnson, tax parcel 0810B-03-099.000, Requests mobile home use, W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

Zoning Map Amendment 2211PC198, by agent Jorge Vargas, tax parcel 1007M-01-038.000, Requests to rezone from R-B (Residence-business) to R-E (Residence estate), 13062 Sheldon St, Zoned R-B (Residence-business), Ward 6

Planning Commission Approval 2211PC199, by agent Terrell Roddy, tax parcel 0808D-04-004.000, Requests to allow a medical dispensary use, 12407 HWY 49 N, Zoned B-4 (Highway business), Ward 7

Special Exception 2211SE200, by agent Adeeb Botros, tax parcel 0810C-03-059.000, Requests liquor store use, 8304 HWY 49 B, Zoned B-4 (Highway business), Ward 3

Planning Commission Approval 2211PC201, by owners Barry & Theresa Weyland, tax parcel 1010E-03-007.015, Request home occupation for real estate office, 927 Old Towne St, Zoned T3 (Sub-Urban Zone), Ward 4

Zoning Map Amendment 2211PC202, by agent Joyce Unsworth, tax parcel 0710O-02-102.002, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4809 29th St, Zoned B-1 (Neighborhood business), Ward 1

Planning Commission Approval 2211PC203, by agent Doug Hanson, tax parcel 0811G-03-033.000, Request home occupation for mobile windshield repair business, 1632 2nd St, Zoned T4L (General Urban Zone "Limited"), Ward 2

Appeals 2211PC204, by owners 3112 Pass Rd LLC & Ronald Fremin II, tax parcel 0811D-04-009.000, Requests metal exterior on facility, 3112 Pass Road, Zoned I-1 (Light Industry), Ward 1

Planning Commission Approval 2211PC205, by owners Yolanda & Marcus Stubbs, tax parcel 0908J-01-036.000, Requests home occupation for mobile notary use, 20 Joanna Lane, R-1-10 (Single-family) Ward 6

Zoning Map Amendment 2211PC206, by owners Incia Hernandez & Wilson Martinez, tax parcel 0910N-01-018.001, Request to rezone from B-2 (General Business) to R-B (Residence Business), 3205 F Ave, Zoned B-2 (General Business), Ward 4

Zoning Map Amendment 2211PC207, by agent J. William Williams, tax parcels 0708P-01-004.007 & 0708P-01-006.000, Requests to rezone from R-1-15 (Single-family) to B-2 (General business), 11261 Old Highway 49, Zoned R-1-15 (Single-family), Ward 7

Resubdivision 2211PC208, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2211PC209, by agent Robert Reimann, tax parcel 0809B-03-017.000, Requests to rezone from I-2 (Heavy Industry) to R-3 (General residence), River Ten Rd & Klein Rd, Zoned I-2 (Heavy Industry), Ward 7

Planning Commission Approval 2211PC210, by agent Addison Bell,

Planning Commission Approval 2210PC190, by agent Addison Reimann, tax parcel 0809K-02-002.001, Request approval to allow a medical dispensary use, Creosote Rd, B-4 (Highway business), Ward 3

Final Plat 2211PC211, by agent Robert Reimann, tax parcels 0808O-02-016.000, 0808O-02-019.000, 0808O-02-015.000, Approval of Final Plat for 63-lot subdivision (Southern Breeze Subdivision) with 3 outparcels, Dedeaux Rd & Tanner Rd, Zoned R-1-5 (Single-family) & B-2 (General business), Ward 5

Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive sales of less than 50 vehicles & automotive laundry use, 2601 15th Ave, Zoned B-2 (General business), Ward 3

This the 26th day of October, 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: November 17, 2022

Re: Zoning Map Amendment 2211PC207:

Zoning Map Amendment 2211PC207, by agent J. William Williams, tax parcels 0708P-01-004.007 & 0708P-01-006.000, Requests to rezone from R-1-15 (Single-family) to B-2 (General business), 11261 Old Highway 49, Zoned R-1-15 (Single-family), Ward 7

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2211PC207

Hearing Date: November 17, 2022

Current Zoning/Use: R-1.15 / Vacant

Legal: Zoning Map Amendment 2211PC207, by agent J. William Williams, tax parcels 0708P-01-004.007 & 0708P-01-006.000, Requests to rezone from R-1-15 (Single-family) to B-2 (General business), 11261 Old Highway 49, Zoned R-1-15 (Single-family), Ward 7

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 11.73 acres of property from R-1-15 (Single-family) to B-2 (General business) zone. Currently, the property is vacant land. The applicant would like to rezone property to commercial use for the purpose of operating a retail quilting and sewing business and a sewing school. The current zoning does not allow for this use as is mentioned in the application. Further, a site visit was conducted on November 3, 2022 by staff. Staff found that the surrounding area consist of mixed uses such as; Internal Revenue Office, Gulf Coast Baptist Association, Hotsy Pressure Washing, and residential uses.

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

1. Mistake or error is not addressed by the applicant.
2. Need is addressed by the applicant as the applicant states that “ Gulfport has experience a significant amount of growth in the past several years, and the area surrounding the property has experienced growth that has outpaced the general growth of commercial businesses in Gulfport.” The proprietors of the quilting and sewing business have

Technical Report

Zoning Map Amendment

conducted an extensive search throughout Gulfport and the Mississippi Gulf Coast to locate their business, and have found no other suitable sites that meet their needs. As such, there is a public need to have sites that are more commercial in the city in Gulfport; especially in the area, the property is located.

In addition, the applicant cites that there has been a massive amount of development directly to the east of the property on Highway 49. Dedeaux Road, which is approximately 175 feet north of the property, has experienced tremendous commercial growth as well. The applicant further states that they will seek permits for a new facility promptly after closing of the property.

EXECUTIVE SUMMARY

A site visit was conducted on November 3, 2022 by staff. Staff found that the surrounding area consist of mixed uses such as, Internal Revenue Office, Gulf Coast Baptist Association, Hotsy Pressure Washing, and multiple Single-family Residential uses. The proposed use would be in harmony with the existing neighborhood.

Any approval should consider these conditions:

1. Approval would allow property to be rezoned from R-1-15 (Single-family) district to B-2 (General Business) district.

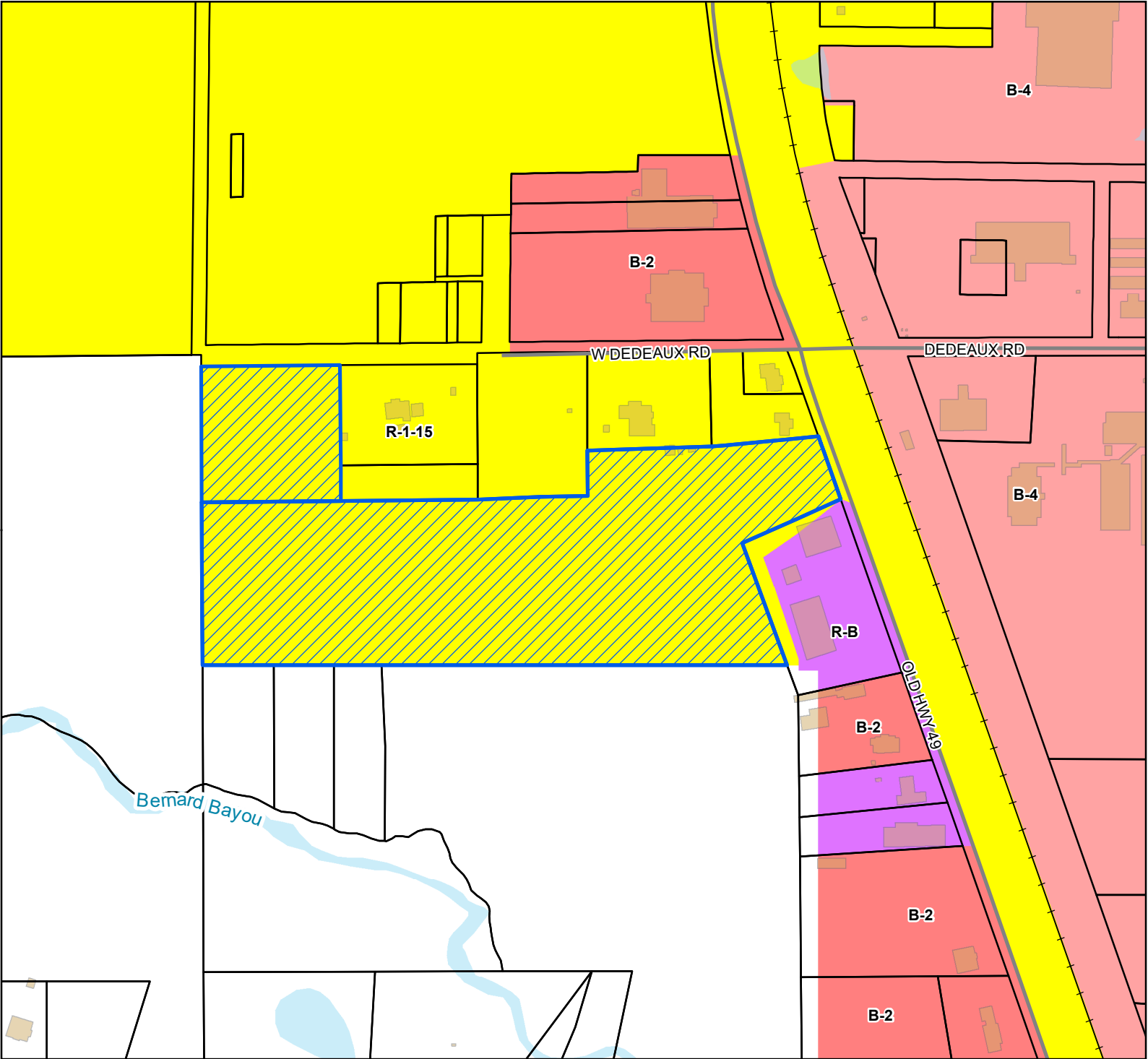
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Ryan Merrill

Director of Urban Development Department



Site

Street

Railroad

Parcels

Buildings

Water Features

Zoning

- B-2 - General Business District
- B-4 - Highway Business District
- R-1-15 - Single Family Residence District (Low Density)
- R-B - Residence-Business District

Site Information

0708P-01-004.007

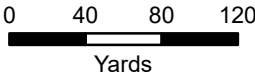
0708P-01-006.000

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

Size: 13.79 acres

Flood: X

Flood: X, AE



1 inch = 303 feet



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



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

For Staff Use Only

Case File #: 2211PC207Date Received: 10/4

Receipt #: _____

Received By: SAZoning: R-1-15Ward: 7 Flood: XSIZE: 11.73 ACRE

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

Property Information

TAX PARCEL #	0	7	0	8	P	-	0	1	-	0	0	4	●	0	0	7
	0	7	0	8	P	-	0	1	-	0	0	6	●	0	0	0
						-			-				●			

(If necessary, use separate sheet of paper)

Address of Property Involved: 11261 Old Highway 49, Gulfport, Mississippi 39503

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

General Location: Old Highway 49 and Dedeaux Road**GENERAL DESCRIPTION OF REQUEST:**

Reclassify zoning to commercial use for the purpose of operating a retail quilting and sewing business and a sewing school B-1-15 to B-2 (General Business)

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

Michelle Elizabeth Gilmore Enroth, Trustee

Printed Name Of Owner

18408 Deer Drive

Mailing Address

Saucier MS 39574

City State Zip code

(228) 323-0034

Home Phone Work/Cell Phone

dmenroth5@gmail.com

Email

Michelle E. Gilmore Enroth Trustee

Signature Of Owner

AGENT

J. William Williams

Printed Name Of Agent

2409 14th Street

Mailing Address

Gulfport MS 39501

City State Zip code

(228) 206-7900

Home Phone Work/Cell Phone

bwilliams@wms-law.com

Email

J. William Williams

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.

SUPPLEMENTAL APPLICATION FOR ZONING MAP AMENDMENT

1. Introduction.

The William Edgar Gilmore Revocable Trust (the “**Owner**”) owns approximately 13.4 acres of unimproved property on Old Highway 49, Gulfport, Mississippi, which is approximately 175 feet south of Dedeaux Road (the “**Property**”). The Property currently is zoned as R-1-15 (Single Family Residence District – Low Density). The Owner would like to amend the zoning map to classify the Property as B-2 (General Business District) to build a retail quilting and sewing supply business. In addition to the retail quilting and sewing supply business, a sewing and quilting school will also be conducted on the Property.

2. Public Need.

Gulfport, Mississippi has experience a significant amount of growth in the past several years, and the area surrounding the Property has experienced growth that has outpaced the general growth of commercial businesses in Gulfport. The proprietors of the quilting and sewing business have conducted an extensive search throughout Gulfport and the Mississippi Gulf Coast to locate their business and have determined that there are not any other suitable sites that meet their needs. As such, there is a public need to have more commercial sites in the city of Gulfport, especially in the area the Property is located.

3. Reason for Amendment.

The change is consistent with the City of Gulfport’s Comprehensive Zoning and SmartCode Ordinances. The reason for the amendment to the zoning map is because the character of the neighborhood has changed. Included with this application are satellite photographs showing the general area surrounding the Property from 1992 to 2022, which clearly exhibits the change in the character of the neighborhood. The Property is located approximately one-half of a mile from the Sam’s Wholesale Club that is also located on Old Highway 49. Since the Sam’s Wholesale Club was constructed approximately fifteen years ago, the area surround the Property has become more and more commercial. If fact, the commercial development in the area has necessitated that Landon Road, which runs in front of the Sam’s Wholesale Club and intersects with Old Highway 49 to the south of the Property, be expanded significantly by the City of Gulfport. Also, there has been a massive amount of development directly to the east of the Property on Highway 49. Dedeaux Road, which is approximately 175 feet north of the Property, has experienced tremendous commercial growth as well. The vast majority of the parcels contiguous to the Property and in the general area have a commercial zoning.

4. Interests and Development Schedule.

The applicant is Michelle Elizabeth Gilmore Enroth, as Trustee of the William Edgar Gilmore Revocable Trust. The address of the applicant is 18408 Deer Drive, Saucier, Mississippi 39574. The Owner anticipates selling the property to Barbara Ward, which will operate the quilting and sewing business on the Property. It is anticipated that Ms. Ward will seek building permits from the City of Gulfport for the new facility promptly after the closing of the Property.

5. Effect of the Amendment.

The amendment to the zoning map will have little to no effect on the properties surrounding the Property. As stated above, the vast majority of the properties contiguous to and in the general area have existing commercial designations on the zoning map, and this amendment will just cause the Property to be zoned in a manner consistent with such other properties.

6. Error. The purpose of the amendment is not to correct an error.



Designation of Agent

Michele Elizabeth Gilmore Enroth
William Edgar Gilmore Revocable Trust, being owner of the property Old Highway 49 near Dedeaux Road
PRINT NAME PRIMARY ADDRESS OR PARCEL
which is the subject of this application hereby authorize J. William Williams to act as my
PRINT NAME
representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning
Commission, and/or City Council, and/or permitting and licensing, as required by the City.

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

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

Michele Elizabeth Gilmore Enroth

Signature

10/04/2022

Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 4th day of October, 2022

Staci E. NeCAise

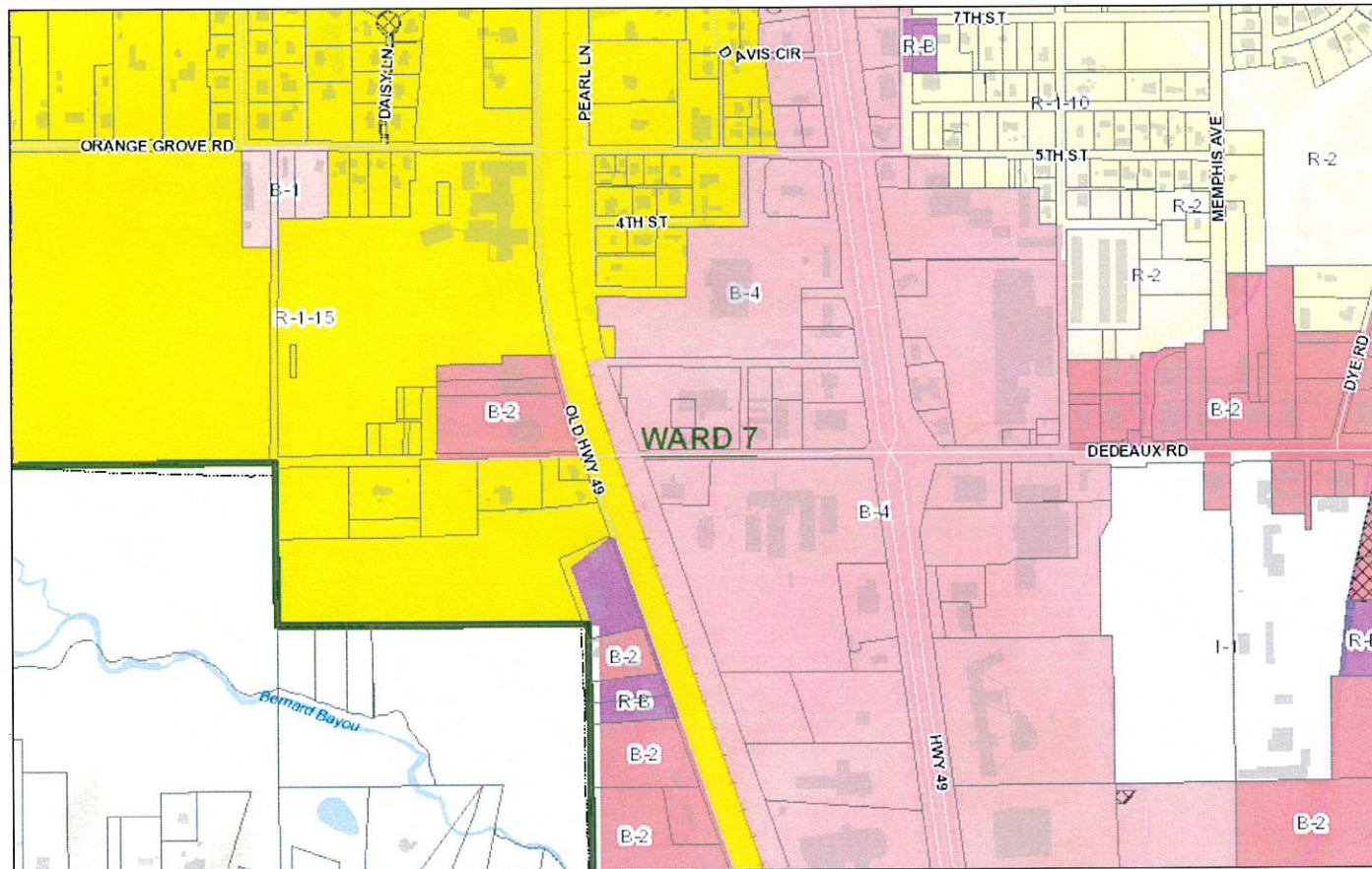
Notary Public

March 14, 2026

Commission Expiration

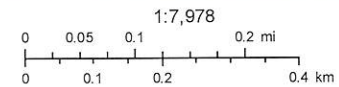


Gulfport Zoning Map



September 29, 2022

Streets	Interstate Highway	Minor Arterial	Parcels	Hybrid
County Streets	Principal Arterial	Military	Buildings	Wards
<all other values>	Collector	Address Points	Hybrid Zones	



Gulfport GIS

1992

Legend

- Cinemark 16
- Feature 1
- Feature 2
- Gulf Islands Waterpark
- Gulfport Sportsplex
- Singing River Golfport
- SpringHill Suites by Marriott Gulfport I-10
- Walmart Neighborhood Market



1996

- Legend**
- ◉ Cinemark 16
 - ◉ Feature 1
 - ◉ Feature 2
 - ◉ Gulf Islands Waterpark
 - ◉ Gulfport Sportsplex
 - ◉ Singing River Golfport
 - ◉ SpringHill Suites by Marriott Gulfport I-10
 - ◉ Walmart Neighborhood Market



Google Earth
Image: U.S. Geological Survey and others

2000 ft

2006

- Legend**
- Cinemark 16
 - Feature 1
 - Feature 2
 - Gulf Islands Waterpark
 - Gulfport Sportsplex
 - Singing River Gulfport
 - SpringHill Suites by Marriott Gulfport I-10
 - Walmart Neighborhood Market



2010

- Legend**
- Cinemark 16
 - Feature 1
 - Feature 2
 - Gulf Islands Waterpark
 - Gulfport Sportsplex
 - Singing River Gulfport
 - SpringHill Suites by Marriott Gulfport I-10
 - Walmart Neighborhood Market

Google Earth

© 2010 Google

Imagery on: 03/11/2010

Location: Gulfport, MS

Harvest Church - Gulfport

Landmark Contingencies

Landmark Contingencies

Landmark Contingencies

Landmark Contingencies

Landmark Contingencies

Landmark Contingencies

Landmark Contingencies

Landmark Contingencies

Landmark Contingencies

Landmark Contingencies

Landmark Contingencies

Landmark Contingencies

2013

- Legend**
- Cinemark 16
 - Feature 1
 - Feature 2
 - Gulf Islands Waterpark
 - Gulfport Sportsplex
 - Singing River Gulfport
 - SpringHill Suites by Marriott Gulfport I-10
 - Walmart Neighborhood Market



2016



Legend

- Cinemark 16
- Feature 1
- Feature 2
- Gulf Islands Waterpark
- Gulfport Sportsplex
- Singing River Gulfport
- SpringHill Suites by Marriott Gulfport I-10
- Walmart Neighborhood Market

2019

- Legend**
- Cinemark 16
 - Feature 1
 - Feature 2
 - Gulf Islands Waterpark
 - Gulfport Sportsplex
 - Singing River Gulfport
 - SpringHill Suites by Marriott Gulfport I-10
 - Walmart Neighborhood Market

Google Earth

Coastal Boat and RV Storage

Dynasty On Site Collection

Landon Rd

Harvest Church - Gulfport

Landon Rd

2000 ft



Wade Ln

J&C Janitorial General Services

Staplin Dr

Bowers K9 Dog Training

Coleman Rd

Bayou Bernard

Harrison County Bus Barn

Hanson Dr

Landmark Contracting Inc

Peck Honda

Rejo-Rooter Plumbing & Drain Services

Dunkin'

Marriott Central Elementary School

Foley & Co. General Airstream of Mississippi

Harrison County School District

United States Postal Service

Stacy's Pizza Gulfport

Kalining Cane's Chicken Fingers

Barnes & Noble

2022

Write a description for your map.



PICTURE OF SUBJECT PROPERTY



Image capture: May 2022 © 2022 Google

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

INDEXING INSTRUCTIONS:
Exempt

TITLE NOT EXAMINED

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of ten dollars, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned,

W. E. GILMORE

does hereby sell, convey and warrant unto

WILLIAM EDGAR GILMORE, TRUSTEE UNDER THE
WILLIAM EDGAR GILMORE REVOCABLE TRUST

the following described real property, together with all improvements thereon, located in the First Judicial District of Harrison County, State of Mississippi, to-wit:

That certain parcel of land situated in the NW1/4 of the SE1/4, Section 8, Township 7 South, Range 11 West, and describe as:

Beginning at a point which is 25 feet South 0°47' East from the NW corner of the said NE1/4 of the SE1/4 in said Section and running thence South 0°47' East a distance of 290.0 feet to a point; running thence North 88°53' East a distance of 300.5 feet to a point; running thence North 0°40' East a distance of 290 feet to the South margin of a public dedicated right-of-way; running thence South 88°53' West along the South margin of said right-of-way a distance of 301.1 feet to the Point of Beginning.

The Grantor hereby certifies that he is the surviving owner and that Joyce Gilmore, his joint tenant, died in the State of Mississippi on January 12, 1998.

This conveyance is subject to all restrictions, reservations and easements affecting said property on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison, County, Mississippi.

Ad valorem taxes for the year 2005 have been prorated between the parties hereto and the obligation to pay same is assumed by the Grantee herein, who will pay same when due.



[Signature] 1st Judicial District
Instrument 2006 1868 D -J1
Filed/Recorded 3 6 2006 8 8 A
Total Fees 12.00

3 Pages Recorded

2

WITNESS my signature on this the 12th day of December, 2005.

W. E. Gilmore
W. E. Gilmore

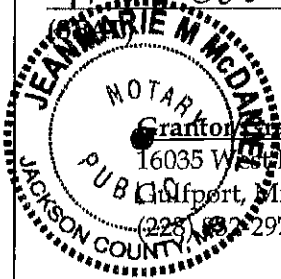
STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction, the within named **William Edgar Gilmore**, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein set forth and mentioned.

GIVEN UNDER MY HAND, and official seal of office, this 12th day of December, 2005.

My Commission Expires:

11-17-2007



Jeanne M. McDermott
NOTARY PUBLIC

Grantor/Grantor's Address:
16035 West Dedeaux Road
Gulfport, Mississippi 39503
(228) 832-2973

Grantee/Grantee's Address:
16035 West Dedeaux Road
Gulfport, Mississippi 39503
(228) 832-2973

PREPARED BY & RETURN TO:

HENRY N. DICK, III
PAGE, MANNINO, PERESICH
& McDERMOTT, PLLC
759 VIEUX MARCHE MALL
BILOXI, MS 39533
(228) 374-2100



J. Johnson 1st Judicial District
Instrument 2019 10057 D - J1
Filed/Recorded 11/27/2019 01:11 P
Total Fees \$ 12.00
3 Pages Recorded

PREPARED BY AND RETURN TO:

Don E. Enroth, Jr
18408 Deer Drive
Saucier, MS 39574
228-323-0034

TITLE NOT EXAMINED

INDEXING INSTRUCTIONS:

NE ¼ of SE ¼, S8, T7S, R11W,
Harrison County, Mississippi

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

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

WILLIAM EDGAR GILMORE REVOCABLE TRUST
18408 Deer Dr., Saucier, MS 39574, (228) 323-1376

does hereby sell, convey and warrant unto

WILLIAM EDGAR GILMORE REVOCABLE TRUST
18408 Deer Dr., Saucier, MS 39574, (228) 323-1376,

the following described real property, together with all improvements thereon, located in the First
Judicial District of Harrison County, State of Mississippi, to-wit:

See Exhibit A attached hereto

THIS CONVEYANCE is subject to all restrictions, reservations, easements and right of ways affecting said property on file and of record in the Office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi.

Ad valorem taxes for the year are hereby assumed by the Grantee herein, who will pay same when due.

WITNESS THE SIGNATURES of the Grantor on this the 27th day of NOVEMBER 2019.

Michelle Elizabeth Gilmore Enroth, Trustee under the WILLIAM EDGAR GILMORE REVOACBLE TRUST

By: Michelle Elizabeth Gilmore Enroth, Trustee
Michelle Elizabeth Gilmore Enroth, Trustee

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, on this 27th day of NOVEMBER, 2019, the within named, Michelle Elizabeth Gilmore Enroth, Trustee, who acknowledge that in said representative capacity they executed the above and foregoing instrument, after first having been duly authorized so to do.



Ashley R. Coleman
NOTARY PUBLIC

EXHIBIT "A"

11.36 acres located on Old Hwy 49, Gulfport, Mississippi

A parcel of land situated and being located in the NE ¼ of the SE ¼ of Section 8, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at a 4" concrete monument found at the northwest corner of said NE ¼ of the SE ¼ of Section 8; thence N 89°36'58" E 740.99 feet to a 1/2" rebar set; thence N 89°09'29" E 100.48 feet along the south right-of-way of West Dedeaux Road to a 1/2" rebar set; thence continue N 89°09'28" E 272.28 feet along said south right-of-way of West Dedeaux Road to a 1/2" rebar set; thence S 00°25'24" W 211.25 feet to a 4" concrete monument found and being the Point of Beginning; thence N 83°17'02" E 253.14 feet to a 1" pipe found on the west right-of-way of Old Highway 49; thence S 18°51'09" E 143.24 feet along said west right-of-way to a 1" pipe found; thence S 70°15'29" W 239.91 feet to a 1" pipe found; thence S 18°18'26" E 266.71 feet to a 1/2" rebar set; thence S 88°02'01" W 1254.22 feet to a 1/2" rebar set; thence N 02°02'09" W 108.80 feet to a 4" concrete monument found; thence continue N 02°02'09" W 253.72 feet to a 4" concrete monument found; thence N 89°05'20" E 839.38 feet to a 1/2" rebar set; thence N 00°08'11" E 101.29 feet to a 1/2" rebar set; thence N 88°40'02" E 271.27 feet to the Point of Beginning. Said parcel of land contains 11.36 acres, more or less.

MISCELLANEOUS PAYMENT RECPT#: 11842955
CITY OF GULFPORT

GULFPORT, MS 39501

DATE: 10/04/22 TIME: 14:03:23
CLERK: cbrown DEPT:
CUSTOMER#:

COMMENT:

CHG: PZD PLANNING AND ZO 175.00

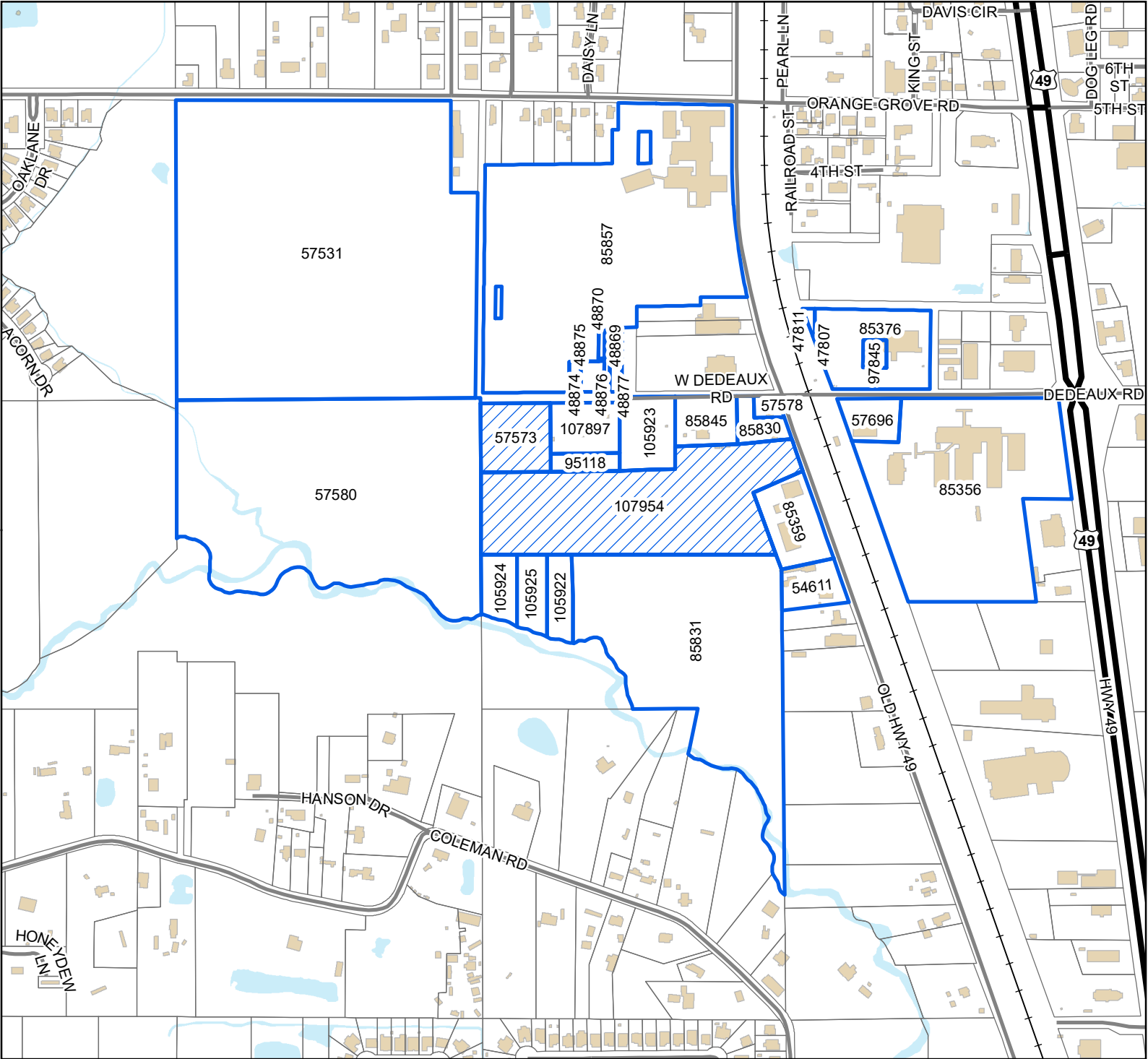
AMOUNT PAID: 175.00

PAID BY: WILLIAMS LAW FIRM
PAYMENT METH: CHECK
1374

REFERENCE:

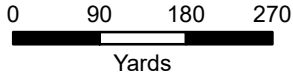
AMT TENDERED: 175.00
AMT APPLIED: 175.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	107954	0708P-01-004.007	MICHELLE ELIZABETH GILMORE ENROTH	18408 DEER DR	SAUCIER	MS	39574
			J. WILLIAM WILLIAMS	2409 14TH STREET	GULFPORT	MS	39501
N			Adjacent Property Owners (2211PC207)				
N	48874	0708I-02-007.000	BABIN TODD J	617 CARMADELLE ST	MARRERO	LA	70072
	48870	0708I-02-009.000	BABIN TODD J	617 CARMADELLE ST	MARRERO	LA	70072
N	57578	0708P-01-001.000	BRENNAN CRAIG T	13841 SW 36TH COURT	DAVIE	FL	33330
	85830	0708P-01-002.000	BRENNAN CRAIG T	13841 SW 36TH COURT	DAVIE	FL	33330
	95118	0708P-01-004.001	DAVIS ALAN D & LILLIAN A	16049 W DEDEAUX RD	GULFPORT	MS	39503
	57580	0708P-01-007.000	FORD FAMILY LTD PARTNERSHIP	16352 ORANGE GROVE RD	GULFPORT	MS	39503
N	105924	0708P-01-004.004	GILMORE WILLIAM EDGAR -TRUSTEE-	18408 DEER DR	SAUCIER	MS	39574
	105925	0708P-01-004.005	GILMORE WILLIAM EDGAR -TRUSTEE-	18408 DEER DR 2600	SAUCIER	MS	39574
N	105922	0708P-01-004.006	GILMORE WILLIAM EDGAR -TRUSTEE-	18408 DEER DR 2600	SAUCIER	MS	39574
N	85831	0708P-01-004.000	GILMORE WILLIAM EDGAR -TRUSTEE-	18408 DEER DR	SAUCIER	MS	39574
N	57573	0708P-01-006.000	GILMORE WILLIAM EDGAR -TRUSTEE-	18408 DEER DR	SAUCIER	MS	39574
	57531	0708I-02-015.000	GRADY FAMILY LTD PARTNERSHIP	16352 ORANGE GROVE RD	GULFPORT	MS	39503
	85359	0808M-03-003.000	GULF COAST BAPTIST ASSOC	P O BOX 2369	GULFPORT	MS	39505
	85356	0808M-02-003.000	HARRISON CO CENTRAL ELEMENTARY	HARRISON COUNTY SCHOOLS	GULFPORT	MS	39503
	85845	0708P-01-003.000	INSALACO JEFFREY A & KIMBERLY	16035 W DEDEAUX RD	GULFPORT	MS	39503
	105923	0708P-01-004.003	JLAA PROPERTIES LLC	42662 JEFFERSON DR	HAMMOND	LA	70403
N	47811	0808L-03-034.000	KANSAS CITY SOUTHERN RAILWAY CO PROP	P O BOX 219335	KANSAS CITY	MO	64121
	47807	0808L-03-035.000	KANSAS CITY SOUTHERN RAILWAY CO PROP	P O BOX 219335	KANSAS CITY	MO	64121
	107897	0708P-01-004.011	LEE LILIAN C/O PHH MORTGAGE CORPORAT	P O BOX 5455	MT LAUREL	NJ	8054
	48869	0708I-02-008.000	MITCHELL JEFFERY LAIRD	18277 28TH STREET	LONG BEACH	MS	39560
	85857	0708I-02-001.000	ORANGE GROVE CONSOLIDATED SCHOOL	11072 HWY 49	GULFPORT	MS	39503
N	85376	0808L-03-032.000	ORANGE GROVE MEDICAL PLAZA LLC	6300 EAST LAKE BLVD SUITE 301	VANCLEAVE	MS	39565
	97845	0808L-03-032.001	ORANGE GROVE MEDICAL PLAZA LLC	6300 EAST LAKE BLVD SUITE 301	VANCLEAVE	MS	39565
N	48877	0708I-02-004.000	ORANGE GROVE SCHOOL				0
N	48875	0708I-02-006.000	ORANGE GROVE SCHOOL				0
	54611	0808M-03-004.000	R & A INVESTMENTS LLC	P O BOX 3498	GULFPORT	MS	39505
	57696	0808M-02-001.000	TAJONES HOLDING INC	23182 SAUCIER FAIRLEY RD	SAUCIER	MS	39502
	48876	0708I-02-005.000	WARNSLEY KATHY REED	3512 38TH AVE	GULFPORT	MS	39501



Legend

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



1 inch = 600 feet



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RE: Zoning Map Amendment 2211PC207, by agent J. William Williams, tax parcels 0708P-01-004.007 & 0708P-01-006.000, Requests to rezone from R-1-15 (Single-family) to B-2 (General business), 11261 Old Highway 49, 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, November 17, 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, November 17, 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:
IPL0096113

Order Status:
Submitted

Classification:
Legals & Public Notices

Package:
BLX - Legal Ads

Final Cost:
81.72

Payment Type:
Account Billed

User ID:
IPL0024925

ACCOUNT INFORMATION

GULFPORT URBAN DEVELOPMENT IP
PO BOX 1780
GULFPORT, MS 39502
228-868-5705
AccountsPayable@gulfport-ms.gov
GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT

Date
October 27, 2022 11:41:15 AM EDT

Amount:
81.72

SCHEDULE FOR AD NUMBER IPL00961130

November 2, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00961130**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, November 17, 2022 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2211PC194, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests for outdoor entertainment venue, 942 1/2 Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

Zoning Map Amendment 2211PC195, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 942 1/2 Beach Blvd, Ward 2

Planning Commission Approval 2211PC196, by owner Jermille Johnson, tax parcel 0810B-03-099.000, Requests mobile home use, W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

Zoning Map Amendment 2211PC198, by agent Jorge Vargas, tax parcel 1007M-01-038.000, Requests to rezone from R-B (Residence-business) to R-E (Residence estate), 13062 Sheldon St, Zoned R-B (Residence-business), Ward 6

Planning Commission Approval 2211PC199, by agent Terrell Roddy, tax parcel 0808D-04-004.000, Requests to allow a medical dispensary use, 12407 HWY 49 N, Zoned B-4 (Highway business), Ward 7

Special Exception 2211SE200, by agent Adeeb Botros, tax parcel 0810C-03-059.000, Requests liquor store use, 8304 HWY 49 B, Zoned B-4 (Highway business), Ward 3

Planning Commission Approval 2211PC201, by owners Barry & Theresa Weyland, tax parcel 1010E-03-007.015, Request home occupation for real estate office, 927 Old Towne St, Zoned T3 (Sub-Urban Zone), Ward 4

Zoning Map Amendment 2211PC202, by agent Joyce Unsworth, tax parcel 0710O-02-102.002, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4809 29th St, Zoned B-1 (Neighborhood business), Ward 1

Planning Commission Approval 2211PC203, by agent Doug Hanson, tax parcel 0811G-03-033.000, Request home occupation for mobile windshield repair business, 1632 2nd St, Zoned T4L (General Urban Zone "Limited"), Ward 2

Appeals 2211PC204, by owners 3112 Pass Rd LLC & Ronald Fremin II, tax parcel 0811D-04-009.000, Requests metal exterior on facility, 3112 Pass Road, Zoned I-1 (Light Industry), Ward 1

Planning Commission Approval 2211PC205, by owners Yolanda & Marcus Stubbs, tax parcel 0908J-01-036.000, Requests home occupation for mobile notary use, 20 Joanna Lane, R-1-10 (Single-family) Ward 6

Zoning Map Amendment 2211PC206, by owners Incia Hernandez & Wilson Martinez, tax parcel 0910N-01-018.001, Request to rezone from B-2 (General Business) to R-B (Residence Business), 3205 F Ave, Zoned B-2 (General Business), Ward 4

Zoning Map Amendment 2211PC207, by agent J. William Williams, tax parcels 0708P-01-004.007 & 0708P-01-006.000, Requests to rezone from R-1-15 (Single-family) to B-2 (General business), 11261 Old Highway 49, Zoned R-1-15 (Single-family), Ward 7

Resubdivision 2211PC208, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2211PC209, by agent Robert Reimann, tax parcel 0809B-03-017.000, Requests to rezone from I-2 (Heavy Industry) to R-3 (General residence), River Ten Rd & Klein Rd, Zoned I-2 (Heavy Industry), Ward 7

Planning Commission Approval 2211PC210, by agent Addison Bell,

Planning Commission Approval 2210PC190, by agent Addison Reimann, tax parcel 0809K-02-002.001, Request approval to allow a medical dispensary use, Creosote Rd, B-4 (Highway business), Ward 3

Final Plat 2211PC211, by agent Robert Reimann, tax parcels 0808O-02-016.000, 0808O-02-019.000, 0808O-02-015.000, Approval of Final Plat for 63-lot subdivision (Southern Breeze Subdivision) with 3 outparcels, Dedeaux Rd & Tanner Rd, Zoned R-1-5 (Single-family) & B-2 (General business), Ward 5

Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive sales of less than 50 vehicles & automotive laundry use, 2601 15th Ave, Zoned B-2 (General business), Ward 3

This the 26th day of October, 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: November 17, 2022

Re: **Zoning Map Amendment 2211PC209:**

Zoning Map Amendment 2211PC209, by agent Robert Reimann, tax parcel 0809B-03-017.000, Requests to rezone from I-2 (Heavy Industry) to R-3 (General residence), River Ten Rd & Klein Rd, Zoned I-2 (Heavy Industry), Ward 7

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2211PC209

Hearing Date: November 17, 2022

Current Zoning/Use: I-2 / Vacant

Legal: Zoning Map Amendment 2211PC209, by agent Robert Reimann, tax parcel 0809B-03-017.000, Requests to rezone from I-2 (Heavy Industry) to R-3 (General residence), River Ten Rd & Klein Rd, Zoned I-2 (Heavy Industry), Ward 7

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 2.82 acres of property from I-2 (Heavy Industry district) to R-3 (General Residence district). Currently, the property is vacant land. The applicant would like to rezone property from commercial zoning to residential zoning for the future construction of a townhome development. The current zoning does not allow for this use, therefore, the applicant requests to rezone the property. In addition, a site visit was conducted on November 3, 2022 by the staff. The staff found that the surrounding area consist of mixed uses such as; single-family homes, multi-family, townhomes, Crossroads Elementary School, and River Road Plaza. The proposal involves the creation of about 25- lots to accommodate the future construction.

The applicant has chosen change in conditions as justification for change of the current zoning district:

1. Mistake or error is not addressed by the applicant.
2. The applicant cites that the change of the character of the neighborhood changed due to there are apartments located directly north across River Ten Road are zoned R-4. There are also two Harrison County Schools directly across Klein Road. The applicant feels this property would be best suited and more harmonious to allow a residential use to match the

Technical Report

Zoning Map Amendment

current uses within the neighborhood. The applicant cites that there has been a change in character in the neighborhood, however, there has not been a great change from 2001 to 2022 in this area; therefore, there has not been any change in character. However, businesses that would be allowed in an I-2 (Heavy Industry district) such as, boat storage, hardware wholesale storage and sales, adult novelty, contractor office with heavy equipment, etc. With these uses in mind, the townhome development would be more harmonious with the surrounding area.

EXECUTIVE SUMMARY

A site visit was conducted on November 3, 2022 by staff. Staff found that the surrounding area consist of mixed uses such as, townhomes, Crossroad Elementary, River Road Plaza, and residential homes. The proposed use would be in harmony with the existing neighborhood.

Any approval should consider these conditions:

1. Approval would allow property to be rezoned from I-2 (Heavy Industry) district to R-3 (General Residence) district.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



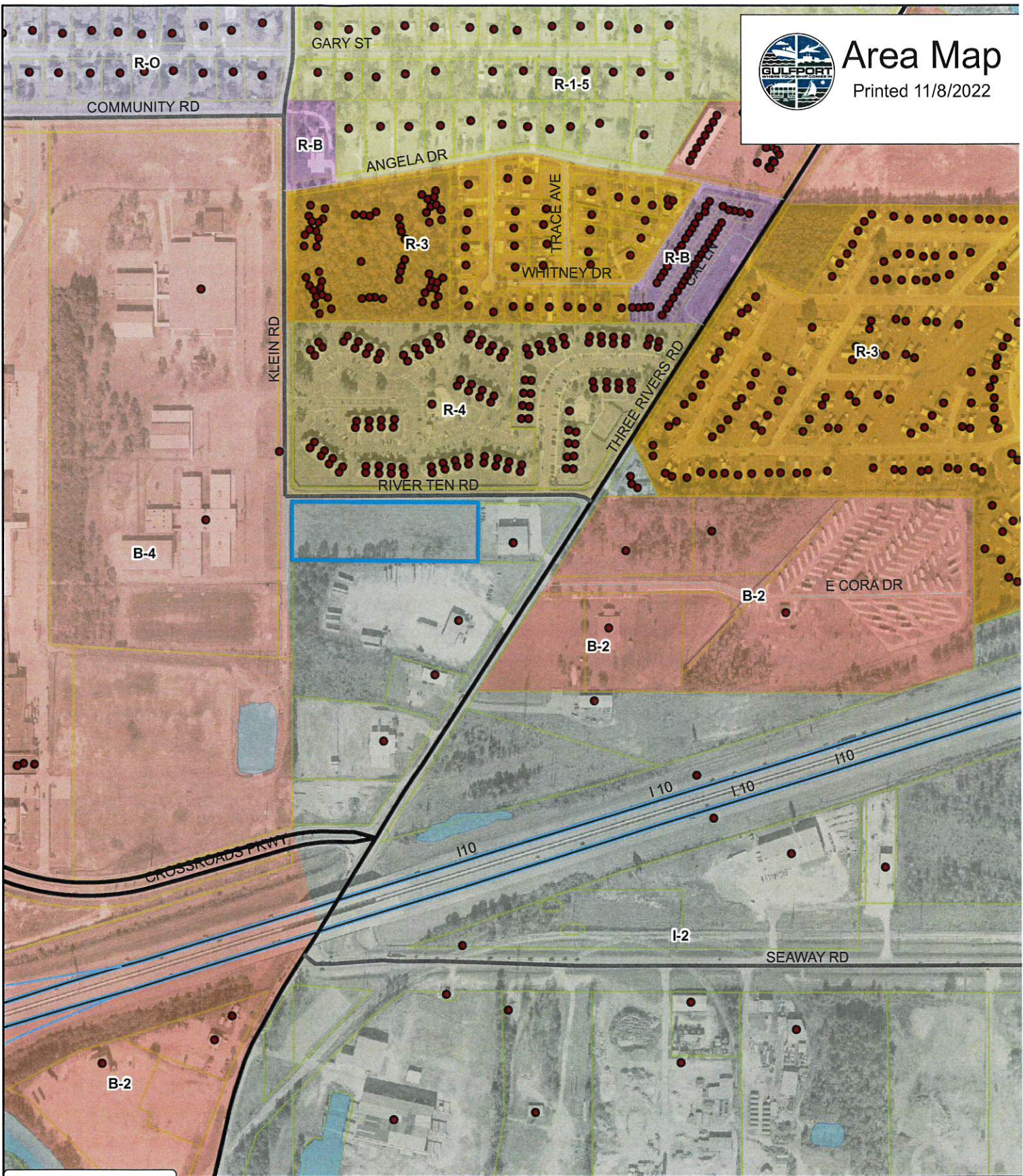
Ryan Merrill

Director of Urban Development Department



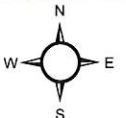
Area Map

Printed 11/8/2022



- Addresspoints
- ~ Interstate Highway
- ~ Minor Arterial
- ~ Collector
- ~ Minor/Residential
- ~ Access Ramp
- ~ WaterFeatures
- ~ Parcels

2001



1 inch = 436 feet

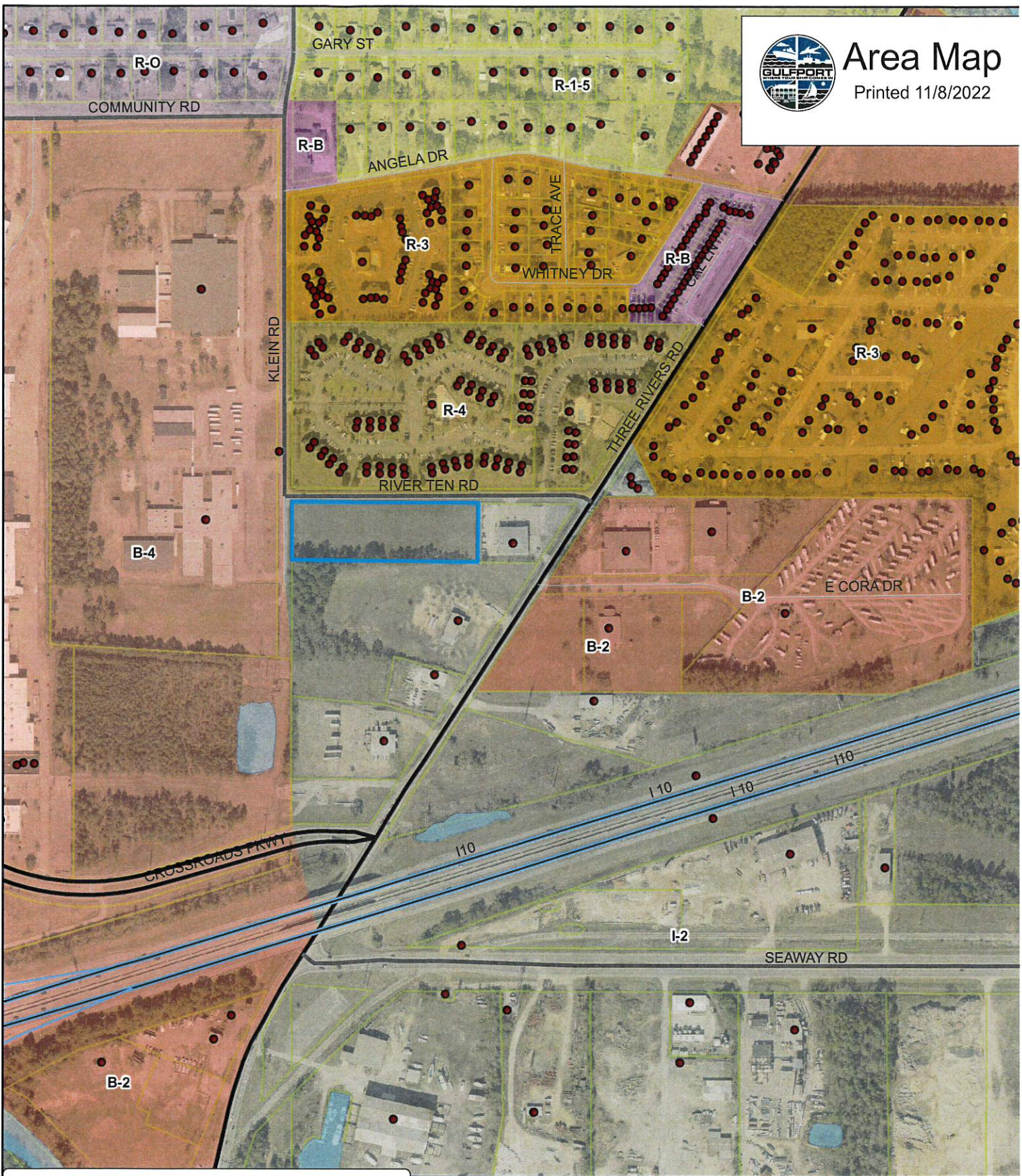
DATA DISCLAIMER:

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

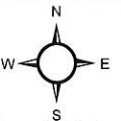


Area Map

Printed 11/8/2022



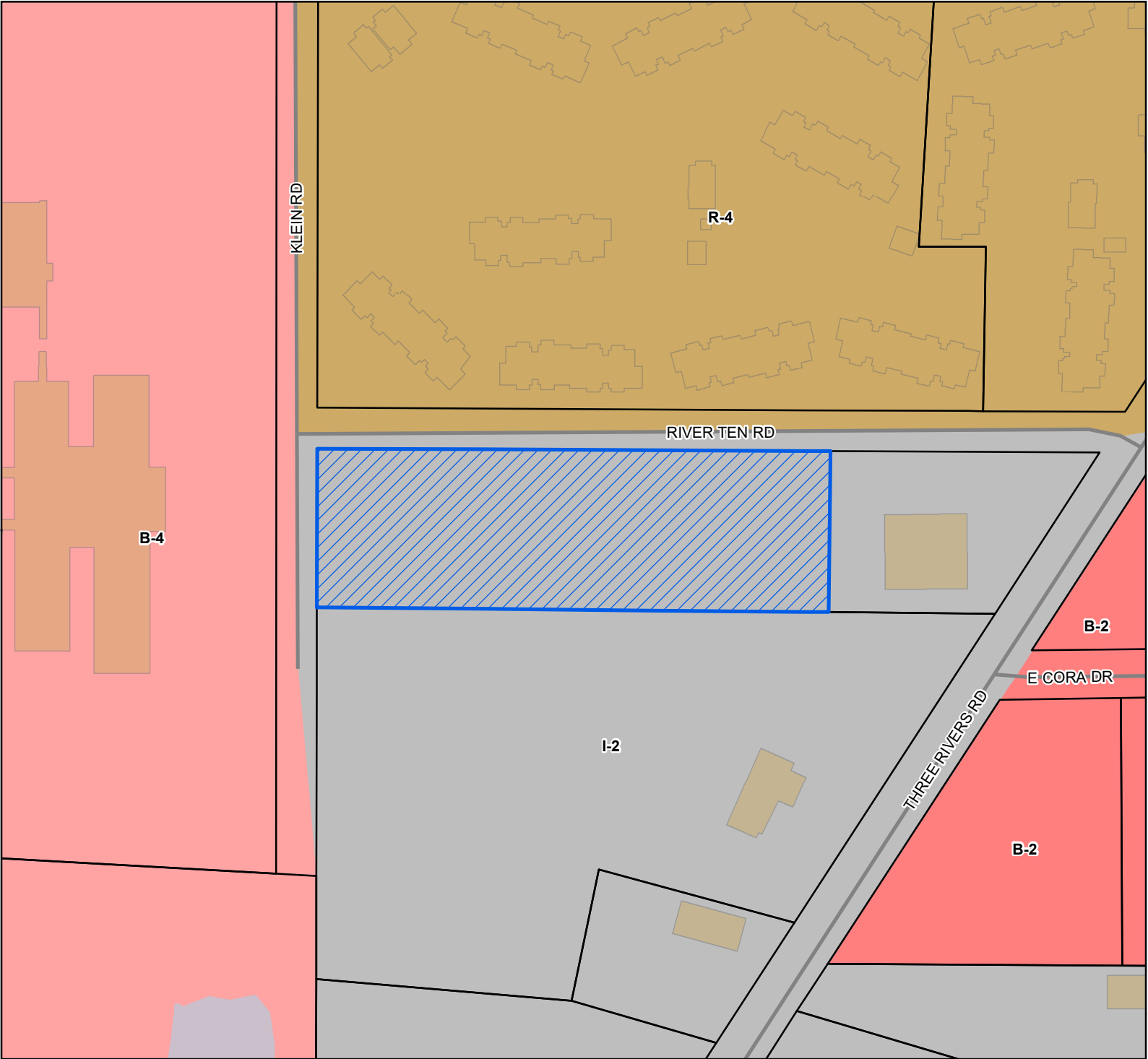
- Harrison_HughRes_2020.sid**
- Addresspoints
 - Interstate Highway
 - Minor Arterial
 - Collector
 - Minor/Residential
 - Access Ramp
 - WaterFeatures
 - Parcels
- RGB**
- Red: Band_1
 - Green: Band_2
 - Blue: Band_3



1 inch = 436 feet

DATA DISCLAIMER:

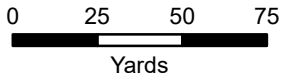
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Site
Site
Street
Parcels
Buildings
Water Features

Zoning
B-2 - General Business District
B-4 - Highway Business District
I-2 - Heavy Industry District
R-4 - General Residence (High Density)

Site Information
0809B-03-017.000
Zoning: I-2 (Heavy Industry)
Size: 2.82 acres
Flood: X



1 inch = 170 feet



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

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

TAX PARCEL # 08098-03-017.000

(If necessary, use separate sheet of paper)

Address of Property Involved: RIVER TEN ROAD & KLEIN ROAD

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

General Location: NORTH OF I-10, EAST OF Hwy 49, WEST OF THREE RIVERS ROAD.**GENERAL DESCRIPTION OF REQUEST:**REQUEST ZONING CHANGE FROM I-2 TO R-3TO CONSTRUCT TOWNHOUSE DEVELOPMENT IN FRONT OF**OWNERSHIP AND CERTIFICATION:** HARRISON COUNTY SCHOOL

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 WAYNE CARLPrinted Name Of Agent ROBERT K. RIEMANN, P.E.Mailing Address 21680 SAUCIER FAMILY ROADMailing Address 3103 5TH AVENUE, SUITE BCity SAUCIER, MS State 39574 Zip codeCity GULFPORT State MS Zip code 39501

Home Phone _____ Work/Cell Phone _____

Home Phone _____ Work/Cell Phone _____

Email WCBUILDERS.9MAGL.COMEmail KRIS@ENGINEERINGEXCELLENCE.COMSignature Of Owner [Signature]Signature Of Agent [Signature]

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)

GREG D. WILLIAMS

ADDRESS (STREET, CITY, STATE, ZIP CODE)

824 WIRE ROAD EAST, PERKINSTON
MS. 39573

PHONE # (H)

228-297-2216

(W)

TAX PARCEL NUMBER(S) OWNED

0809B-03-017.000

SIGNATURE:

Greg D Williams

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:

Designation of Agent

I, Wayne Carr, being owner of the property at 0809B-03-017.000 on River Ten Road and Klein Road which is the subject of this application hereby authorize Robert K. Riemann, P.E. 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.

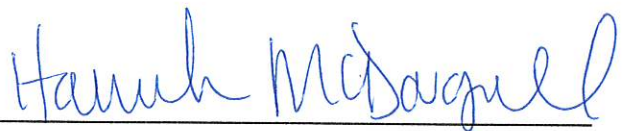
The petitioner understands and acknowledges that the City will rely upon the agent's representations in approval or denial of said petition.


Signature

3/Oct. 2022
Date

STATE OF MISSISSIPPI, COUNTY OF HARRISON

Given under my hand and seal of office this the 3rd day of October, 20 22.


Notary Public

11-2-24
Commission Expiration





NARRATIVE

RIVER TEN ROAD & KLEIN ROAD – TOWNHOUSE DEVELOPMENT ZONING CHANGE FROM I-2 TO R-3

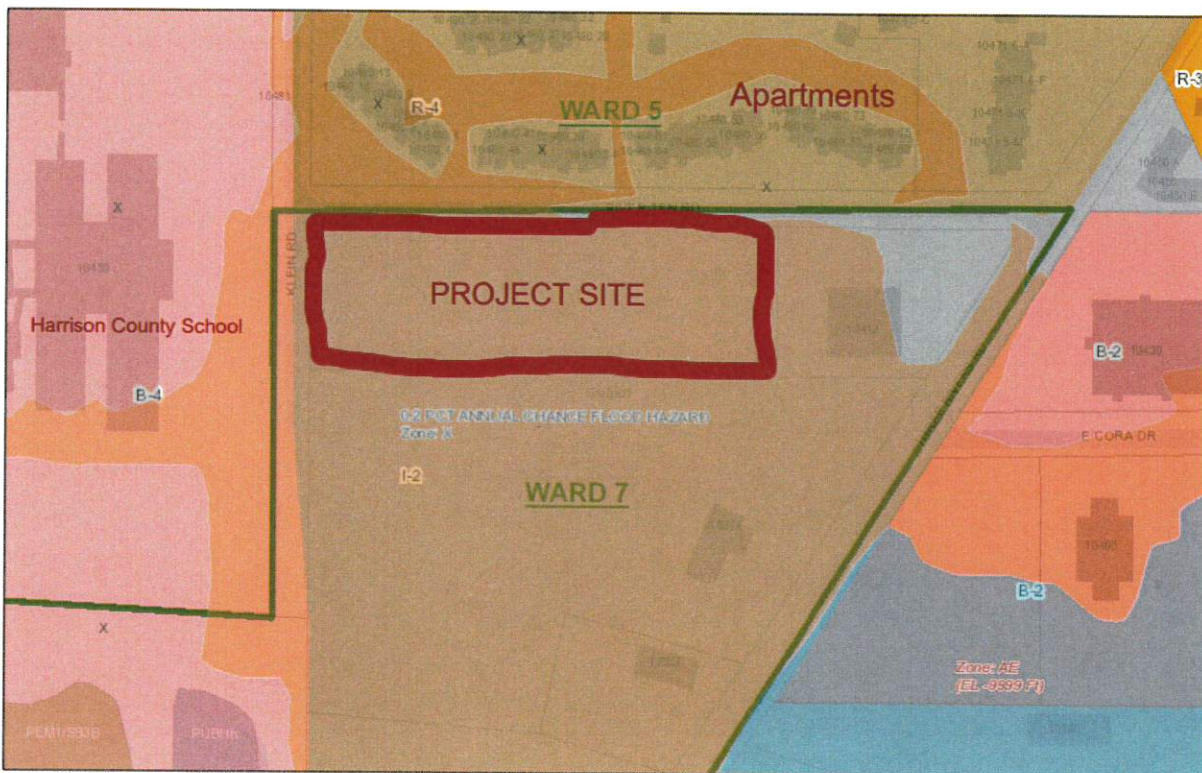
EXECUTIVE SUMMARY

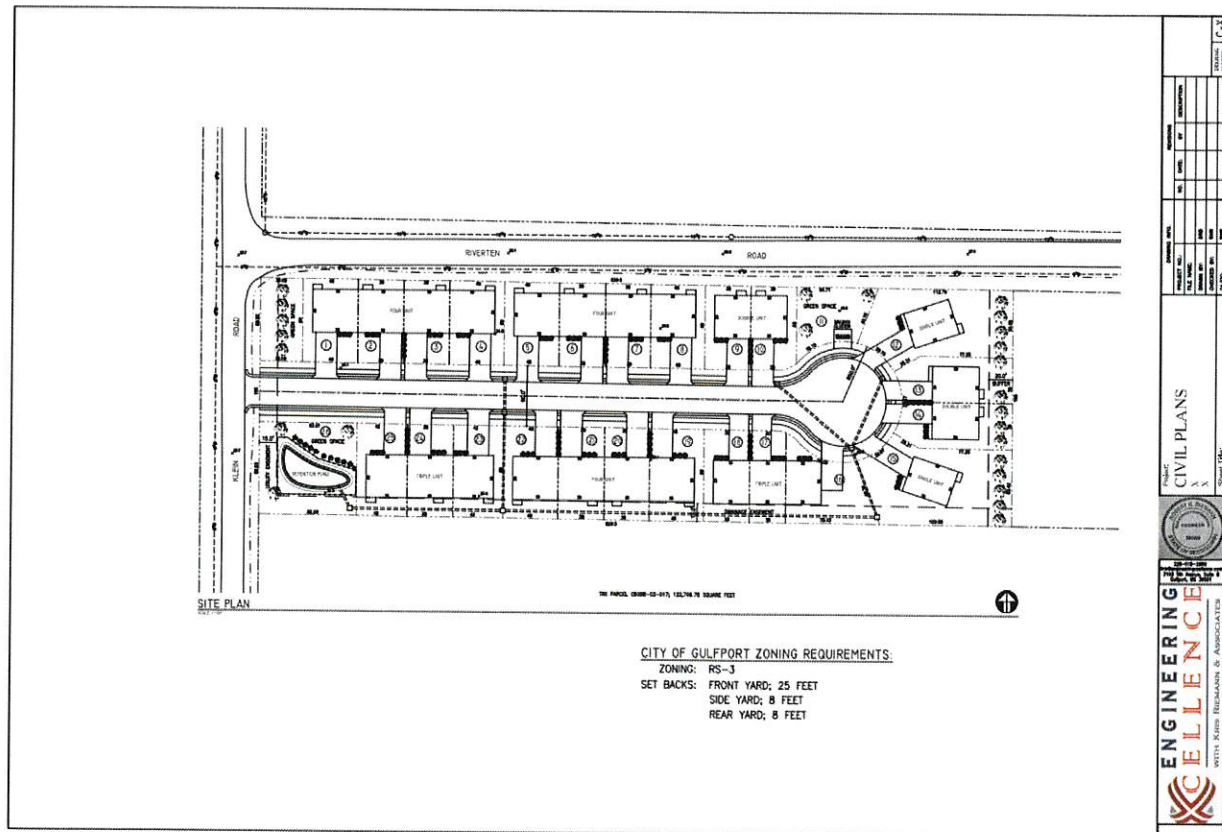
Through this application, the property owner requests approval from the City of Gulfport to change the zoning of the subject property (shown below) from I-2 to R-3 for the future construction of a townhouse development. This change is due to a change of the character of the neighborhood. The apartments directly north across River Ten Road are zoning R-4. There are two Harrison County Schools directly across Klein Road.

This project will re-zone **0809B-03-.017.000 on River Ten Road & Klein Road** from I-2 to R-3. As described in further detail throughout this written statement and as detailed in the preliminary plans, the townhouse subdivision will include all necessary streets, sidewalks, services, utilities, and other public improvements that are necessary to support the project. Approval of this

rezoning benefits the City of Gulfport by providing much needed construction jobs, necessary street connections, future homes for people to live, as well as permit and other fees to support City services and fund future City public works / infrastructure improvement projects.

This written statement includes findings of fact demonstrating that the application complies with all applicable approval criteria as determined by the City of Gulfport. These findings are supported by substantial evidence which includes preliminary plans and other written documentation. This information, which is included in this application package, provides the basis for the City to approve the application.





Basic Facts

Zoning/Permitted Use: The subject site is zoned I-2 – Industrial District. We ask that the zoning be changed to R-3 – Residential District.

I-2 District – Heavy Industrial District. These districts are composed of land and structures occupied by or suitable for heavy manufacturing and related activities. Located for convenient access from existing and future arterial thoroughfares, highways, railway lines or waterways, these districts are usually separated from residential areas by business or light industry areas or by natural barriers; where they are adjacent to residential areas some type of artificial separation may be required. The district regulations are designed to permit the development of the districts for their purpose, including almost any industrial uses but subject to conditions necessary for the mutual protection of the uses and the city generally.

(a) *Permitted uses.* See chart at end of this section.

(b) *Building site area.* Except as provided in section IV, the minimum building site area shall be ten thousand (10,000) square feet.

(c) *Building site coverage.* The maximum building site coverage by all buildings shall be seventy-five (75) percent.

(d) *Building height limit.* Except as provided in section IV, no structure shall exceed one hundred (100) feet in height.

(e) *Yards required.* Except as provided in section IV, the minimum dimensions of yards shall be:
Front yard—25 feet.

There are no minimum required side or rear yards.

R-3 district: Multifamily residence districts. These districts are composed mainly of areas containing multiple-family dwellings and open area where such development seems likely to occur in the future. The district regulations are designed to protect the residential character of the districts by prohibiting all commercial activities; to encourage a suitable neighborhood environment for family life by including among the permitted uses such facilities as schools, parks and churches; to prevent overcrowding of the land by requiring certain minimum yard and other open spaces for all buildings; and to avoid excessive population density by requiring a certain minimum building site area for each dwelling unit.

(a) *Permitted uses.* See chart at end of this section.

(b) *Building site area.* Except as provided in section IV, the minimum building site area shall be:

For a one-family dwelling—7,500 square feet.

For a two-family dwelling—8,000 square feet (4,000 square feet per unit).

For multiple-family dwellings—A maximum of twelve (12) units per acre (3,630 square feet per unit).

For any other permitted use—10,000 square feet.

(c) *Building site coverage.* The maximum site coverage by all buildings shall be forty-five (45) percent.

(d) *Building height limit.* Except as provided in section IV, no structure shall exceed three (3) stories or thirty-five (35) feet in height.

(e) *Yards required.* Except as provided in section IV, the minimum dimensions of yards shall be:

Front yard—25 feet.

Side yard—8 feet.

Rear yard—8 feet.

Surrounding properties to the north are R-4 District with apartments and to the west with a Harrison County Schools along Klein Road.

The zoning map will change from I-2 to R-3

Site Description / Setting: The applicant's property is approximately 2.8 acres in size and is generally located east of Klein Road and south of River Ten Road. Over time, the surrounding area has been developed with streets, sidewalks, and multi - family residential homes.

Wetlands. Wetland will be determined at a later date.

Project Description: The proposal involves the creation of about 25 lots to accommodate the future construction of townhouse residences. To effectively develop the property to its permitted residential density, access (streets) and services are proposed to be provided to all portions of the property. Each of the lots are proposed to be provided with individual sanitary sewer, storm sewer, and water service, as well as utilities such as electrical, gas, phone, cable, etc. The property is efficiently served by existing sewer infrastructure and water which will require off-site extension project

Citizen Participation: The City will send notice of this proposal to property owners within three hundred feet of the subject property, as well as various City departments, and other agencies to solicit public input.

Facilities

The following facilities currently serve the existing lots and are available for the proposed lots:

1. Sewer - City of Gulfport/HCUA
2. Water - City of Gulfport/HCUA
3. Drainage - City of Gulfport
4. Natural gas - Centerpoint
5. Electric service - Coast Electric Power Association
6. Fire protection & Emergency response - City of Gulfport
7. Waste Disposal - HCUA Contract
8. Law Enforcement – City of Gulfport

Natural Environment

Site Soils.

Storm water quantity should be better than the open ditches because of flow along concrete curb and gutters. Storm water quality should be improved because the proposed retention pond will remove silt from storm runoff.

Lawns, shrubs and trees will be managed by the homeowners and increase the quality of the vegetation.

Future Development

The proposed utility additions to the water system will provide fire protection as well as water system access to the many residents inside the new townhouse subdivision.

Surrounding Land Use

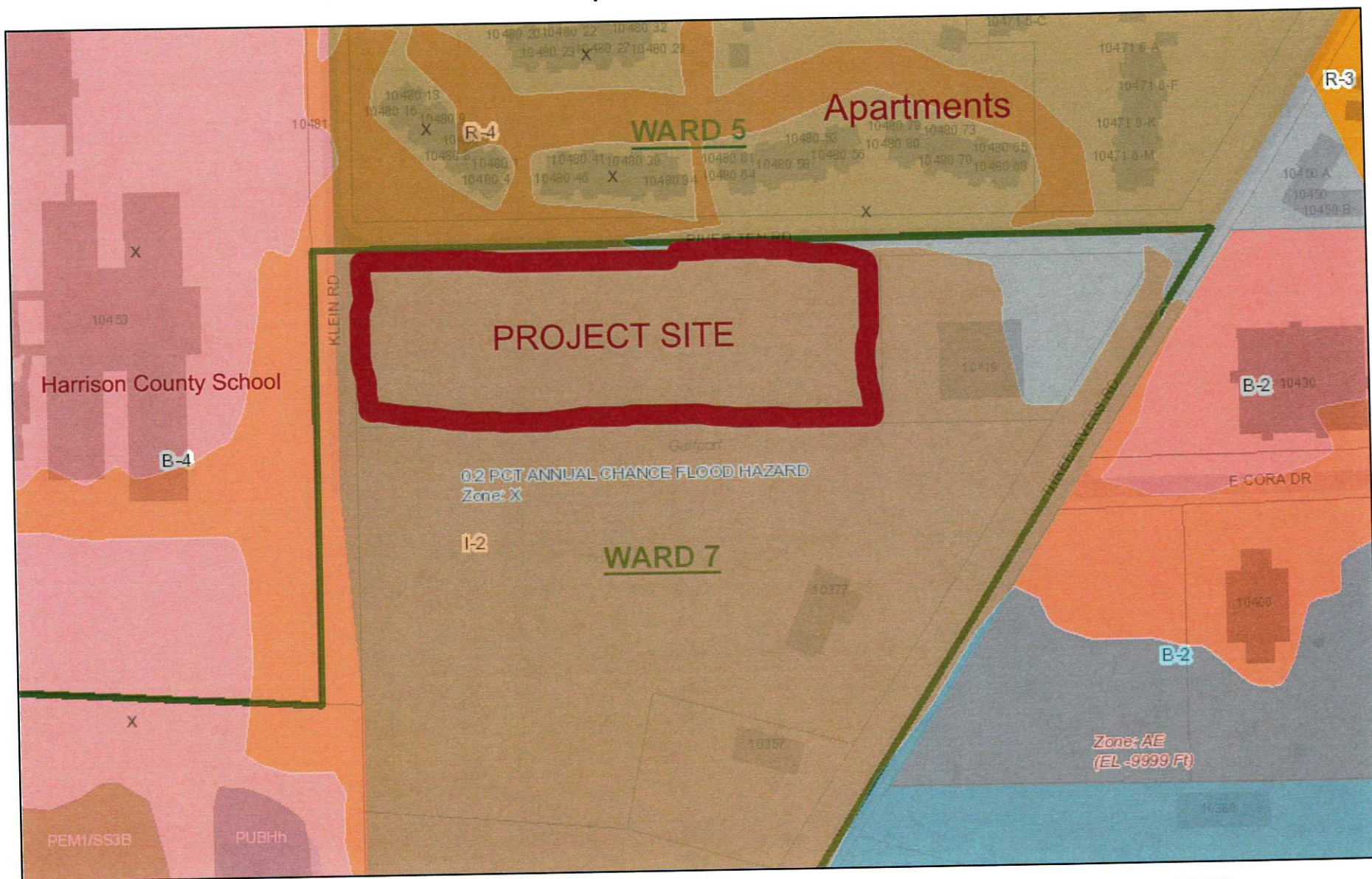
The proposed multi-family lots and landscape areas along River Ten Road & Klein Road are similar to the surrounding area. The proposed lots will have a safer access to the inside of the subdivision. The proposed subdivision will have one access roads from Klein Road as required by the Fire Department.

No negative impacts are apparent which need mitigation.

Phasing Plan

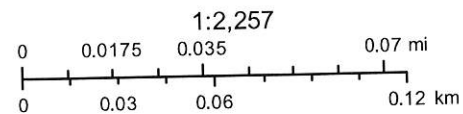
No phases are proposed for this development plan. The subdivision shall be constructed in 1 phase within one year.

Gulfport Online Atlas



June 27, 2022

- Base Flood Elevations Culvert
 Coastal Transects  0.2 PCT Annual Chance Flood Discharge Contained In Structure
General Structure  1 PCT Annual Chance Flood Discharge Contained In Structure
 Bridge

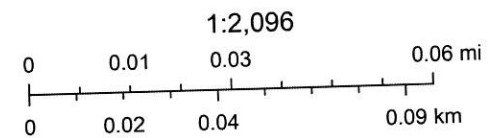


ArcGIS Web Map

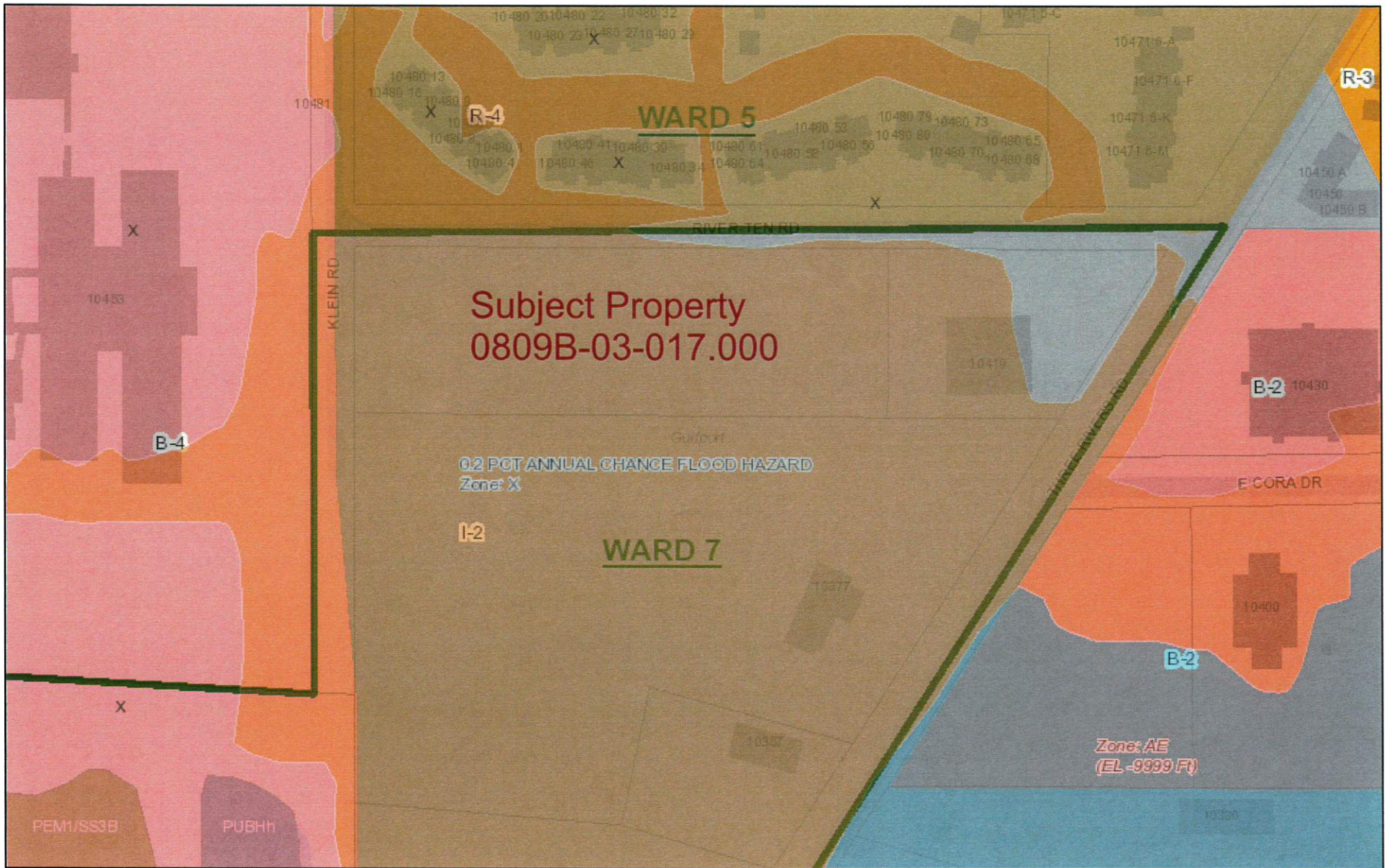


8/15/2022, 1:51:19 PM

- | | | |
|-------------|-----------------|---------------|
| Easements | Valves | Lift Stations |
| Tanks | Hydrants | Manholes |
| Wells | STreatmentPlant | Parcels |
| Water Mains | Gravity Mains | Buildings |
| Water Meter | Force Mains | |



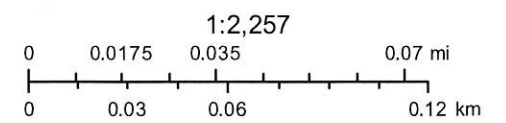
Gulfport Online Atlas



June 27, 2022

- | | | |
|--------------------------|-------|--|
| Base Flood Elevations | ----- | Culvert |
| Coastal Transects | ----- | 0.2 PCT Annual Chance Flood Discharge Contained In Structure |
| General Structure | ----- | 1 PCT Annual Chance Flood Discharge Contained In Structure |

General Structure

 Bridge

 ENGINEERING EXCELLENCE WITH KRIS RIEMANN & ASSOCIATES	228-518-2980 Kris@Engineeringexcellence.com 3103 5th Avenue, Suite B Gulfport, MS 39501			Project: CIVIL PLANS X X		Drawing Info. PROJECT NO.: FILE NAME: DRAWN BY: CHECKED BY: QA/QC:		REVISIONS NO. DATE: BY DESCRIPTION		C-X DRAWING NUMBER
Sheet Title:										



John 1st Judicial District
Instrument 2013 5492 D -J1
Filed/Recorded 8/ 8/2013 10:09 A
Total Fees \$ 12.00
3 Pages Recorded

PREPARED AND RETURN TO:
Frederick T. Hoff, Jr., Esq. (MBN 2495)
Jones Walker LLP
P. O. Box 160
Gulfport, MS 39502-0160
228-822-8538

STATE OF MISSISSIPPI
COUNTY OF HARRISON

SPECIAL WARRANTY DEED

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

Frederick T. Hoff, Jr., Trustee
of and under the Roy Anderson, Jr. Revocable Trust
Post Office Box 6623
Gulfport, Mississippi 39506-6623
Tel.: (228) 822-8536

does hereby sell, convey and warrant specially unto the following, as Grantee:

RJJ Properties, LLC,
a Mississippi limited liability company
Post Office Box 520
Gulfport, Mississippi 39502-0520
Tel.: (228) 594-4002

the following described land, together with all improvements situated thereon and all appurtenances and hereditaments thereunto appertaining or in anywise belonging, which are situated and located in the First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

Exhibit "A"--Attached

Index: SW ¼ of NW ¼, S15, T7S, R11W, FJD, Harrison County, MS

This instrument was prepared based on information furnished by the Grantor, and no independent title search has been made.

Roy Anderson, Jr. died on April 20, 2011, and his estate has been administered by the Chancery Court of the First Judicial District of Harrison County, Mississippi, in Cause No. 11-01036(4).

The conveyances set out herein are subject to all prior restrictive covenants, rights-of-way, reservations and easements of record relating to the above-described land.

Ad valorem taxes for the year 2013 are hereby assumed by the Grantee herein.

WITNESS MY SIGNATURE this the 6th day of August, 2013.


Frederick T. Hoff, Jr., Trustee

STATE OF MISSISSIPPI
COUNTY OF HARRISON

This day personally came and appeared before me, the undersigned authority in and for the aforesaid state and county, the within named **Frederick T. Hoff, Jr.**, who acknowledged that he is the trustee of the **Roy Anderson, Jr. Revocable Trust**, and that in his fiduciary capacity as trustee of the aforesaid trust, he executed and delivered the above and foregoing instrument, being a certificate of trust, after being duly authorized so to do.

Given under my hand and official seal of office, this 6th day of August, 2013.


Notary Public

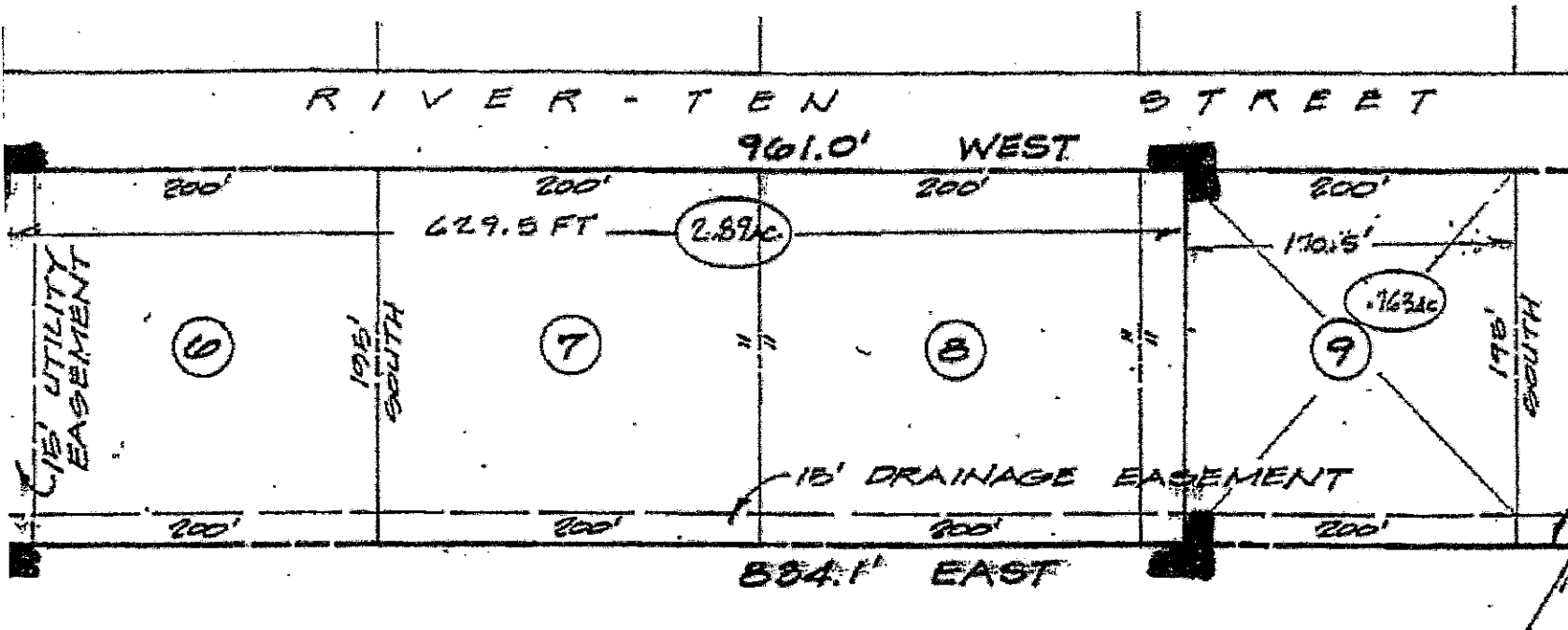
My Commission Expires:

9-13-2015



EXHIBIT "A"
LEGAL DESCRIPTION

Commencing at the NW corner of Section 15, Township 7 South, Range 11 West, Harrison County, Mississippi; thence run South 1343.5 feet to an iron pipe which marks the intersection of the south margin of River-Ten Road and the east margin of Klein Road for a point of beginning; thence run South along said east margin of Klein Road 195.0 feet to an iron pipe which is 1091.6 feet north of a concrete marker which is the SW corner of the NW 1/4 of said Section 15; thence continue East 834.1 feet to the west margin of Three Rivers Road; thence run North 33 degrees 03' 20" East along west margin of Three Rivers Road 232.6 feet to its intersection with the South margin of River Ten Road; thence run West along the south margin of River Ten Road 961.0 feet to the Point of Beginning. Being the same property as Lots 6 through 9 of River Ten Park, previously platted and vacated.



Y OF LOTS 6 THRU 10, INCLUSIVE,
TEN PARK, HARRISON
TY, MISSISSIPPI.

THIS PARCEL IS LOCATED IN
0", AREA OF MINIMAL FLOODING,
FLOOD HAZARD BOUNDARY AND
INSURANCE RATE MAP.

VO. : 285255-0155-E

THIS IS TO CERTIFY THAT I HAVE
SURVEYED THE PROPERTY DESCRIBED
AND DELINEATED HEREON; AND
THE MEASUREMENTS AND OTHER
DATA INDICATED ARE CORRECT
TO THE BEST OF MY KNOWLEDGE AND
BELIEF.

William C. Mitchell
WILLIAM C. MITCHELL, R.L.S.
NOVEMBER 10, 1990

NOTE: THIS SURVEY WAS MADE BY

MISCELLANEOUS PAYMENT RECPT#: 11843254
CITY OF GULFPORT

GULFPORT, MS 39501

DATE: 10/04/22 TIME: 15:03:32
CLERK: jseferovi DEPT:
CUSTOMER#:

COMMENT:

CHG: PZD PLANNING AND ZO 175.00

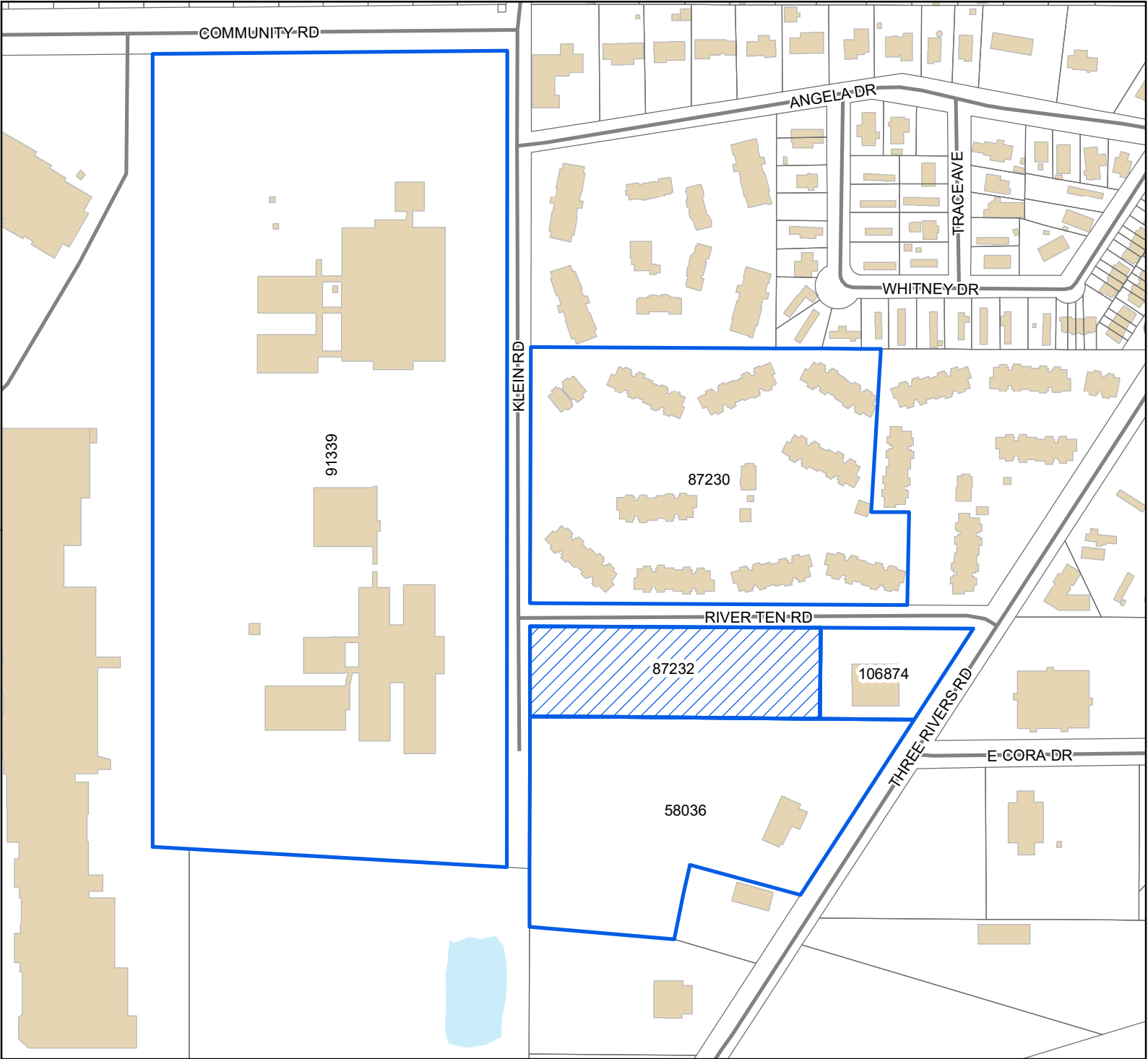
AMOUNT PAID: 175.00

PAID BY: ROBERT K. RIEMANN
PAYMENT METH: CREDIT CARD

REFERENCE:

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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	87232	0809B-03-017.000	CARR WAYNE (OWNER)	21680 SAUCIER FAIRELY ROAD	SAUCIER	MS	39574
			WILLIAMS GREG D. (OWNER)	824 WIRE ROAD EAST	PERKINGSTON	MS	39573
			ROBERT K. RIEMANN, P.E. (AGENT)	3103 5TH AVENUE SUITE B	GULFPORT	MS	39501
			Adjacent Property Owners (2211PC209)				
	106874	0809B-03-017.001	AIRGAS USA LLC	2015 VAUGHN ROAD	KENNESAW	GA	30194
	58036	0809B-03-018.000	BP INVESTMENTS LLC	11514 TREELAWN ST	GULFPORT	MS	39503
	91339	0809C-01-002.000	HARRISON CO SCHOOL BOARD	P O BOX 1090	GULFPORT	MS	39502
	87230	0809B-03-016.000	MMI CAPITAL PARTNERS "THE PALMS" LL	P O BOX 16506	MOBILE	AL	36616



Legend

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

0 40 80 120
Yards

1 inch = 300 feet



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

RE: Zoning Map Amendment 2211PC209, by agent Robert Reimann, tax parcel 0809B-03-017.000, Requests to rezone from I-2 (Heavy Industry) to R-3 (General residence), River Ten Rd & Klein Rd, Zoned I-2 (Heavy Industry), 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, November 17, 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, November 17, 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:
IPL0096113

Order Status:
Submitted

Classification:
Legals & Public Notices

Package:
BLX - Legal Ads

Final Cost:
81.72

Payment Type:
Account Billed

User ID:
IPL0024925

ACCOUNT INFORMATION

GULFPORT URBAN DEVELOPMENT IP
PO BOX 1780
GULFPORT, MS 39502
228-868-5705
AccountsPayable@gulfport-ms.gov
GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT

Date
October 27, 2022 11:41:15 AM EDT

Amount:
81.72

SCHEDULE FOR AD NUMBER IPL00961130

November 2, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00961130**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, November 17, 2022 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2211PC194, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests for outdoor entertainment venue, 942 1/2 Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

Zoning Map Amendment 2211PC195, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 942 1/2 Beach Blvd, Ward 2

Planning Commission Approval 2211PC196, by owner Jermille Johnson, tax parcel 0810B-03-099.000, Requests mobile home use, W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

Zoning Map Amendment 2211PC198, by agent Jorge Vargas, tax parcel 1007M-01-038.000, Requests to rezone from R-B (Residence-business) to R-E (Residence estate), 13062 Sheldon St, Zoned R-B (Residence-business), Ward 6

Planning Commission Approval 2211PC199, by agent Terrell Roddy, tax parcel 0808D-04-004.000, Requests to allow a medical dispensary use, 12407 HWY 49 N, Zoned B-4 (Highway business), Ward 7

Special Exception 2211SE200, by agent Adeeb Botros, tax parcel 0810C-03-059.000, Requests liquor store use, 8304 HWY 49 B, Zoned B-4 (Highway business), Ward 3

Planning Commission Approval 2211PC201, by owners Barry & Theresa Weyland, tax parcel 1010E-03-007.015, Request home occupation for real estate office, 927 Old Towne St, Zoned T3 (Sub-Urban Zone), Ward 4

Zoning Map Amendment 2211PC202, by agent Joyce Unsworth, tax parcel 0710O-02-102.002, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4809 29th St, Zoned B-1 (Neighborhood business), Ward 1

Planning Commission Approval 2211PC203, by agent Doug Hanson, tax parcel 0811G-03-033.000, Request home occupation for mobile windshield repair business, 1632 2nd St, Zoned T4L (General Urban Zone "Limited"), Ward 2

Appeals 2211PC204, by owners 3112 Pass Rd LLC & Ronald Fremin II, tax parcel 0811D-04-009.000, Requests metal exterior on facility, 3112 Pass Road, Zoned I-1 (Light Industry), Ward 1

Planning Commission Approval 2211PC205, by owners Yolanda & Marcus Stubbs, tax parcel 0908J-01-036.000, Requests home occupation for mobile notary use, 20 Joanna Lane, R-1-10 (Single-family) Ward 6

Zoning Map Amendment 2211PC206, by owners Incia Hernandez & Wilson Martinez, tax parcel 0910N-01-018.001, Request to rezone from B-2 (General Business) to R-B (Residence Business), 3205 F Ave, Zoned B-2 (General Business), Ward 4

Zoning Map Amendment 2211PC207, by agent J. William Williams, tax parcels 0708P-01-004.007 & 0708P-01-006.000, Requests to rezone from R-1-15 (Single-family) to B-2 (General business), 11261 Old Highway 49, Zoned R-1-15 (Single-family), Ward 7

Resubdivision 2211PC208, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2211PC209, by agent Robert Reimann, tax parcel 0809B-03-017.000, Requests to rezone from I-2 (Heavy Industry) to R-3 (General residence), River Ten Rd & Klein Rd, Zoned I-2 (Heavy Industry), Ward 7

Planning Commission Approval 2211PC210, by agent Addison Bell,

Planning Commission Approval 2210PC190, by agent Addison Reimann, tax parcel 0809K-02-002.001, Request approval to allow a medical dispensary use, Creosote Rd, B-4 (Highway business), Ward 3

Final Plat 2211PC211, by agent Robert Reimann, tax parcels 0808O-02-016.000, 0808O-02-019.000, 0808O-02-015.000, Approval of Final Plat for 63-lot subdivision (Southern Breeze Subdivision) with 3 outparcels, Dedeaux Rd & Tanner Rd, Zoned R-1-5 (Single-family) & B-2 (General business), Ward 5

Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive sales of less than 50 vehicles & automotive laundry use, 2601 15th Ave, Zoned B-2 (General business), Ward 3

This the 26th day of October, 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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

MEMORANDUM

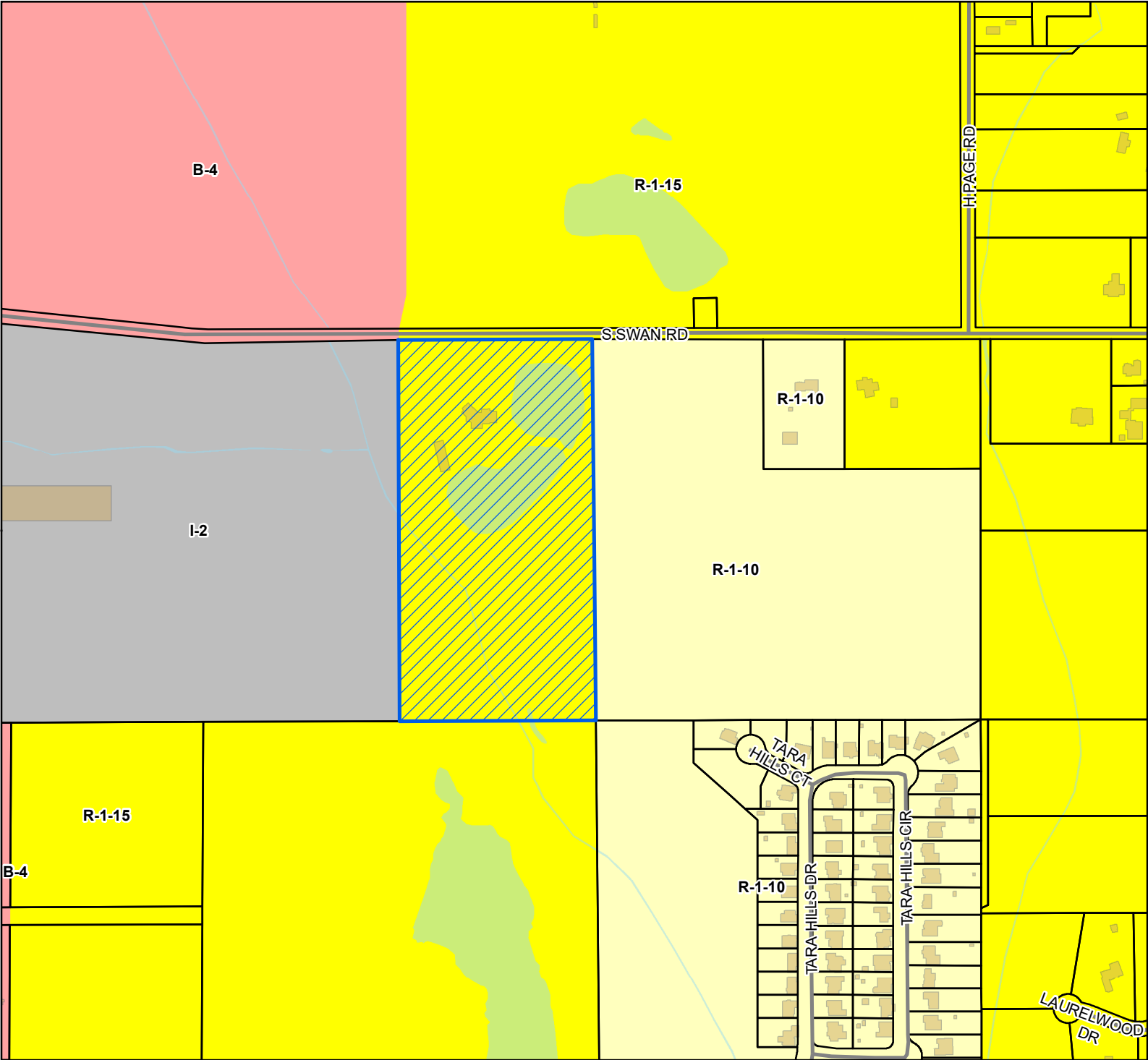
To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: November 17, 2022

Re: Resubdivison 2211PC208:

Resubdivision 2211PC208, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000,
Divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7



Site
[Hatched Box] Site

Street
[Line] Street

Parcels
[Outline] Parcels

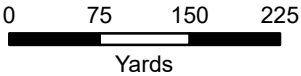
Buildings
[Brown Box] Buildings

Water Features
[Blue Box] Water Features

Zoning

- [Pink Box] B-4 - Highway Business District
- [Grey Box] I-2 - Heavy Industry District
- [Light Yellow Box] R-1-10 - Single Family Residence (Low Density)
- [Bright Yellow Box] R-1-15 - Single Family Residence (Low Density)

Site Information
0807E-01-001.000
Zoning: R-1-15 (Single family)
Size: 20.19 acres
Flood: X



1 inch = 478 feet



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

\$185.00



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

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL #

0	8	0	7	E	-	0	1	-	0	0	1	●	0	0	0
					-			-				●			
					-			-				●			

For Staff Use Only
Case Number: 2211PC208
Date Received: 10-4-22
Receipt Number: _____
Received By: M.W
Zoning: R-1-15
Ward: 7 Flood: X
Size: 20.19 acres

(If necessary, use separate sheet of paper)

Address of Property Involved: 15361 S. Swan Rd.

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

General Location: 2,500+/- Ft. East of Highway No. 49

GENERAL DESCRIPTION OF REQUEST:

The request is to subdivide the subject property into two parcels. Parcel A (13.72 Ac.) will be rezoned to I-2 and used for a commercial business. Parcel B (6.58+/- Ac.) will remain R-15 and as a residential 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

Timothy James Daigle, Jr.

Printed Name of Owner

15361 S. Swan Rd.

Mailing Address

Gulfport MS 39503

City State Zip code

228-216-8075

Home Phone Work/Cell Phone

timd02@yahoo.com

Email

Signature of Owner

AGENT

Heinrich & Associates, LLC

Printed Name of Agent

1806 23rd Ave., Suite B

Mailing Address

Gulfport MS 39501

City State Zip code

228-896-6768

Home Phone Work/Cell Phone

bobby.h@heinrichassociates.net

Email

Signature of Agent

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



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

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

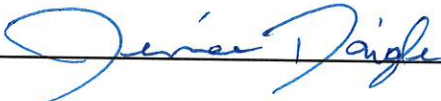
I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request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

NAME OF OWNER (PRINT) Jenee Michelle Daigle

ADDRESS (STREET, CITY, STATE, ZIP CODE) 15361 S. Swan Rd., Gulfport, MS, 39503

PHONE # (H) 228-216-8075 (W) _____

TAX PARCEL NUMBER(S) OWNED 0807E-01-001.000

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) _____

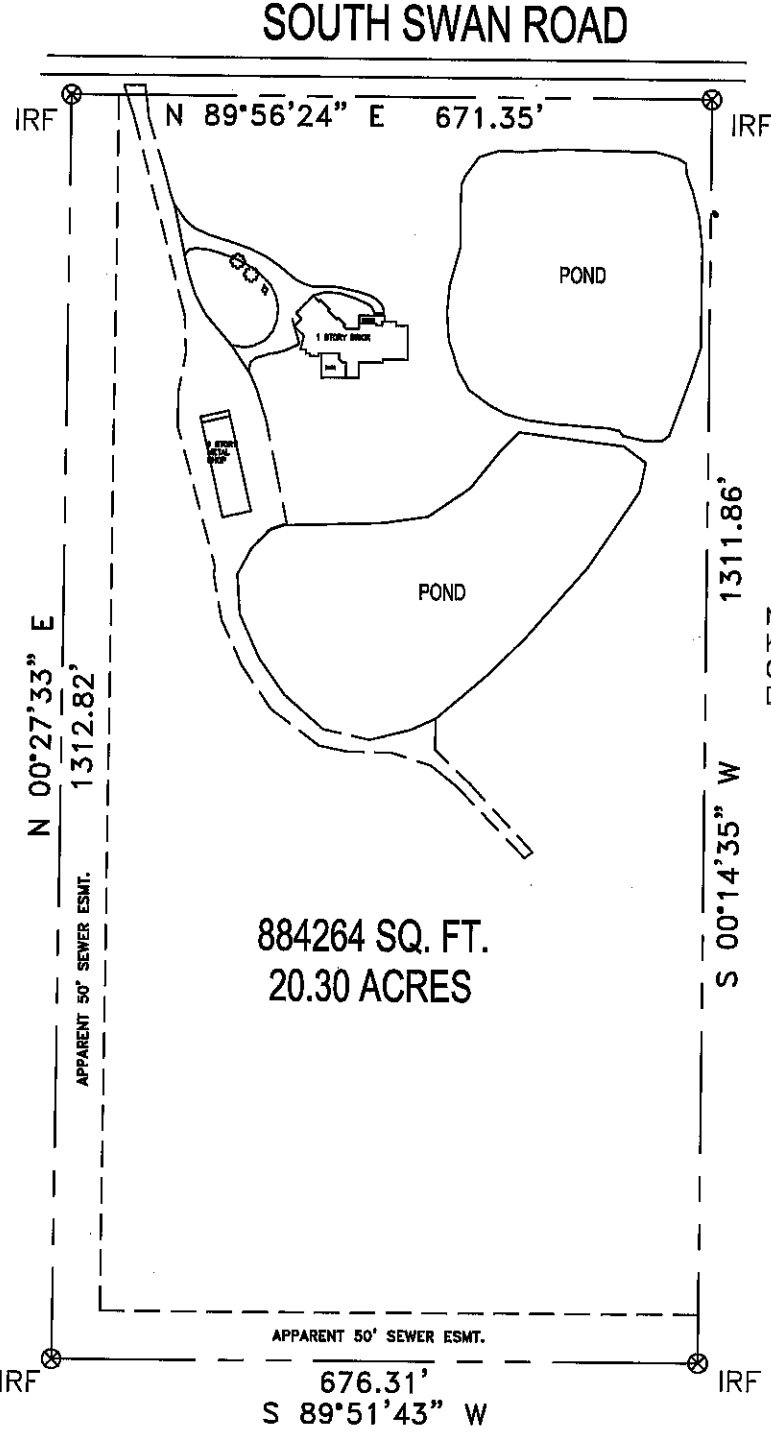
TAX PARCEL NUMBER(S) OWNED _____

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: _____

CERTIFICATE OF RESUBDIVISION
RESUBDIVISION OF PARCEL
#0807E-01-001.000
SECTION 28, TOWNSHIP 6 SOUTH, RANGE 11 WEST



SCALE: 1"=200'
IRF 1/2" IRON ROD FOUND
IPF 3/4" IRON PIPE FOUND
IRS 1/2" IRON ROD SET

P=PLAT OF RECORD
M=MEASURED
D=DEED

REFERENCE:
SURVEY BY ERIC
MENHENNETT, P.L.S.
DATED 9/24/09

BUILDING
SETBACKS

FRONT 25'
SIDE 15'
REAR 15'

NOW OR FORMERLY
CBH PROPERTIES INC
0807E-01-002.000
DR 2013-2793-D-J1

NOW OR FORMERLY
KIRK LADNER
0807E-01-004.000
DR 2005-11344-D-J1

NOW OR FORMERLY
ROBERT GILCHRIST
0807E-01-011.000
DR 2017-324-D-J1

OVERALL LEGAL DESCRIPTION PRIOR TO RESUBDIVISION
(DR 2016-5179-D-J1)

The East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 28,
Township 6 South, Range 11 West, City of Gulfport, First Judicial District of
Harrison County, Mississippi.

LESS AND EXCEPT

That part lying within South Swan Road.

This survey does not reflect a title search by Gary A. Durbin, P.L.S., nor should it
be considered as such.

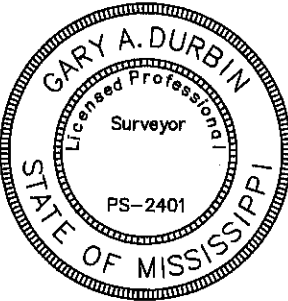
This is a Class "B" survey per "The Standards of Practice for Land Surveying in
the State of Mississippi".

Bearings based on GPS Observation of the south margin of South Swan Road, NAD
83, MS East Zone, convergence angle -0.130449, scale factor 0.999960.

This property is situated in Zone "X" per FEMA Flood Insurance Rate Map, City of
Gulfport, Harrison County, Mississippi, Community Panel Number 28047C-0255-H,
Revised: 6/16/09.

This is to CERTIFY that this plat or map and the
survey on which it is based were made by myself in
accordance with "The Standards of Practice for
Land Surveying in the State of Mississippi", and
that monuments shown exist as located and that
the dimensional and other data are correct to the
best of my knowledge and belief. This survey meets
the closure requirements as prescribed by law.

Gary A. Durbin, P.L.S. 2401
Class "B" Survey
February 8, 2022
Revised: June 17, 2022



SHEET 1 OF 3 10925A

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
13048 RIVERWALK CIRCLE, DIBERVILLE, MS. 39540
PH. (228) 365-3632 Teelokgd@aol.com

Building setbacks, required elevations, wetlands
determination, et cetera, to be prescribed by
appropriate governing bodies.

Re-subdivision of parcel subject to current subdivision
and zoning regulations. Consult appropriate planning and
zoning officials for complete information.

CERTIFICATE OF RESUBDIVISION
RESUBDIVISION OF PARCEL
#0807E-01-001.000

SECTION 28, TOWNSHIP 6 SOUTH, RANGE 11 WEST

LEGAL DESCRIPTION CREATED BY RESUBDIVISION
PARCEL "A" (PER SURVEY)

A parcel situated in the The East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 28, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Beginning at an iron rod located at the Southeast corner of the East 1/2 of the NE 1/4 of the SW 1/4 of said Section 28, thence N 00°14'35" E 733.20 feet to an iron rod, thence N 89°45'25" W 370.80 feet to a point in the pond, thence N 23°17'51" W 627.60 feet to an iron rod on the South margin of South Swan Road, thence S 89°56'24" W 50.00 feet to an iron rod, thence S 00°27'33" W 1312.82 feet to an iron rod, thence N 89°51'43" E 676.31 feet to the Point of Beginning. Said parcel contains 597787 square feet or 13.72 acres. Bearings based on GPS Observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960 per survey by Gary A. Durbin, P.L.S. dated February 8, 2022.

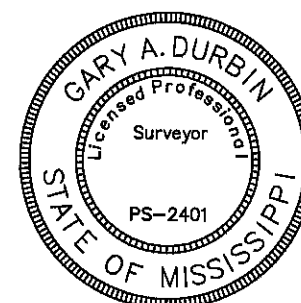
LEGAL DESCRIPTION CREATED BY RESUBDIVISION
PARCEL "B" (PER SURVEY)

A parcel situated in the The East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 28, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at an iron rod located at the Southeast corner of the East 1/2 of the NE 1/4 of the SW 1/4 of said Section 28, thence N 00°14'35" E 733.20 feet to an iron rod and the Point of Beginning, thence N 89°45'25" W 370.80 feet to a point in the pond, thence N 23°17'51" W 627.60 feet to an iron rod on the South margin of South Swan Road, thence N 89°56'24" E 621.35 feet to an iron rod, thence S 00°14'35" W 578.66 feet to the Point of Beginning. Said parcel contains 286478 square feet or 6.58 acres. Bearings based on GPS Observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960 per survey by Gary A. Durbin, P.L.S. dated February 8, 2022.

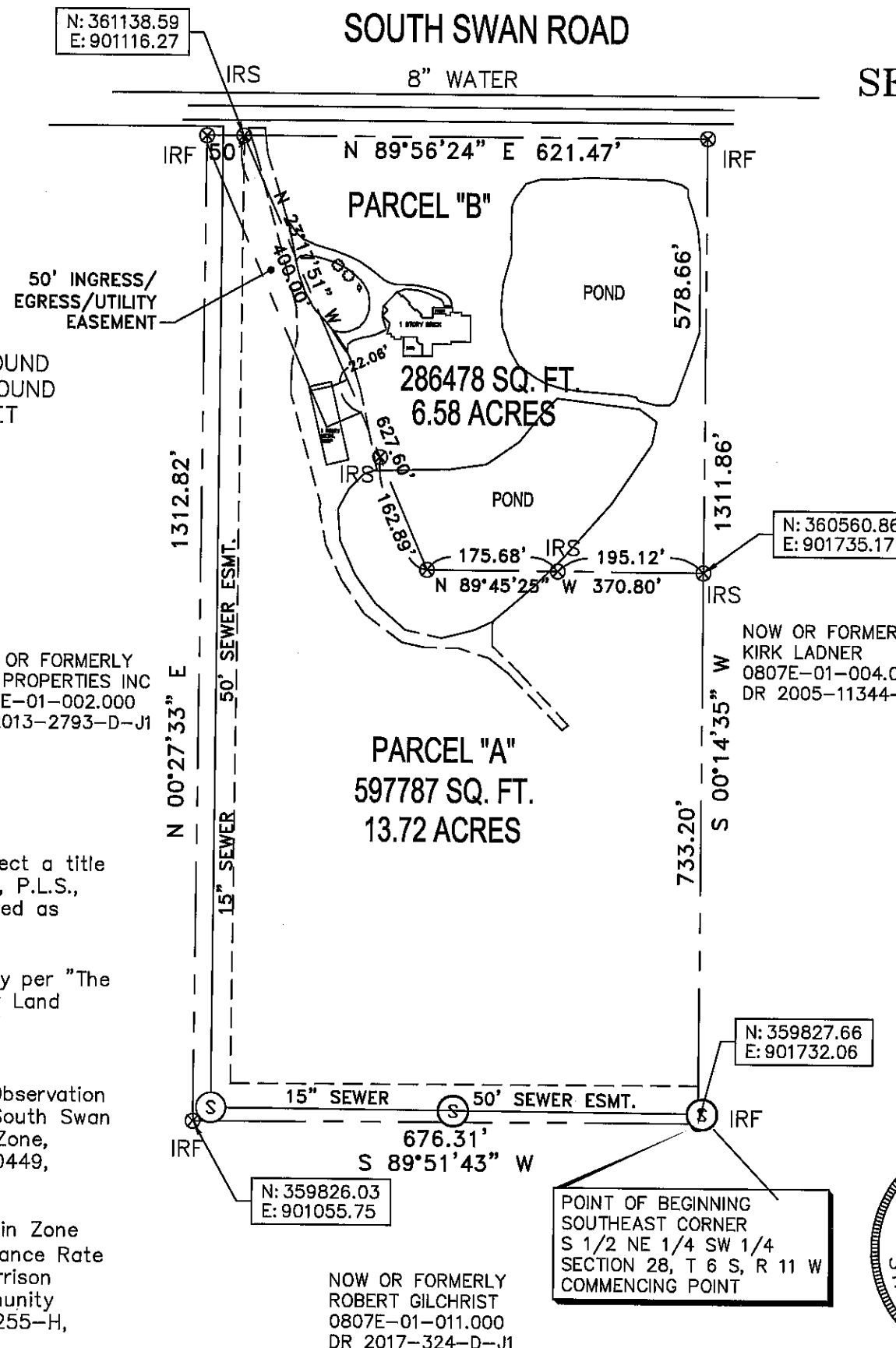
This is to CERTIFY that this plat or map and the survey on which it is based were made by myself in accordance with "The Standards of Practice for Land Surveying in the State of Mississippi", and that monuments shown exist as located and that the dimensional and other data are correct to the best of my knowledge and belief. This survey meets the closure requirements as prescribed by law.

Gary A. Durbin, P.L.S. 2401
Class "B" Survey
February 8, 2022
Revised: June 17, 2022



SHEET 2 OF 3 10925B

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
13048 RIVERWALK CIRCLE, DIBERVILLE, MS. 39540
PH. (228) 365-3632 Teelokgd@aol.com



SCALE: 1"=200'
IRF 1/2" IRON ROD FOUND
IPF 3/4" IRON PIPE FOUND
IRS 1/2" IRON ROD SET

P=PLAT OF RECORD
M=MEASURED
D=DEED

REFERENCE:
SURVEY BY ERIC
MENHENNETT, P.L.S.
DATED 9/24/09

BUILDING
SETBACKS

FRONT 25'
SIDE 15'
REAR 15'

This survey does not reflect a title search by Gary A. Durbin, P.L.S., nor should it be considered as such.

This is a Class "B" survey per "The Standards of Practice for Land Surveying in the State of Mississippi".

Bearings based on GPS Observation of the south margin of South Swan Road, NAD 83, MS East Zone, convergence angle -0.130449, scale factor 0.999960.

This property is situated in Zone "X" per FEMA Flood Insurance Rate Map, City of Gulfport, Harrison County, Mississippi, Community Panel Number 28047C-0255-H, Revised: 6/16/09.

NOW OR FORMERLY
ROBERT GILCHRIST
0807E-01-011.000
DR 2017-324-D-J1

NOW OR FORMERLY
KIRK LADNER
0807E-01-004.000
DR 2005-11344-D-J1

CERTIFICATE OF RESUBDIVISION
RESUBDIVISION OF PARCEL
#0807E-01-001.000
SECTION 28, TOWNSHIP 6 SOUTH, RANGE 11 WEST

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 Parcel #0807E-01-001.000 of land in Section 28, Township 6 South, Range 11 West in the City of Gulfport into Parcels A and B, City of Gulfport, First Judicial District of Harrison County, Mississippi. The subject property is generally described as being located at the South margin of South Swan Road. The ad valorem tax parcel number of the subject property is 0807E-01-001.000. The case file number is _____.

LEGAL DESCRIPTIONS OF
PARCEL PRIOR TO
RESUBDIVISION

SEE SHEET 1 OF 3

LEGAL DESCRIPTIONS OF
PARCEL CREATED BY THIS
RESUBDIVISION

SEE SHEET 2 OF 3

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:

Timothy James Daigle, Jr.
TIMOTHY JAMES DAIGLE, JR. - OWNER

Jenee Michelle Daigle
JENEE MICHELLE DAIGLE - OWNER

This 4TH day of Oct., 2022.

ACKNOWLEDGE

Before me, the undersigned, authorized in and for the State of Mississippi, County of Harrison, personally appeared the aforementioned TIMOTHY JAMES DAIGLE AND JENEE MICHELLE DAIGLE, who acknowledged that they accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth. This is 4TH day of October, 2022.

Yvonne Cowart
Notary Public

My Commission Expires: _____



PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the _____ day of _____, 2022.

Keith Williams, Chairman
Gulfport City Planning Commission

Gregory Holmes
Planning Division Administrator

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: _____ ADOPT: _____
Brittany Rodgers, Clerk of Council F.B. "Rusty" Walker, IV, President

Clerk of Council

President

This resubdivision plat and certificate of Resubdivision, having been submitted and approved by the Mayor, this _____ day of _____, 2022

Billy Hewes, Mayor

SHEET 3 OF 3 10925C

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
13048 RIVERWALK CIRCLE, DIBERVILLE, MS. 39540
PH. (228) 365-3632 Teelokgd@aol.com



John 1st Judicial District
Instrument 2016 5179 D - J1
Filed/Recorded 7/27/2016 09:36 A
Total Fees \$ 12.00
2 Pages Recorded

Prepared by & Return To:
Schwartz, Orgler & Jordan, PLLC
P O Box 4682 Biloxi MS 39535
228-388-7441

INDEX: Parcel in the E1/2 of the NE1/4 of the
SW1/4 of Sec. 28-6-11

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, the undersigned,

Suzanne M. Huber,

1 Povenir Place, Gulfport, MS 39507, (228) 861-0992

does hereby sell, convey and warrant unto

Timothy James Daigle, Jr. and wife, Jeneé Michelle Daigle,

15605 S. Swan Road, Gulfport, MS 39503, (830) 734-2115,

as joint tenants with full rights of survivorship and not as tenants in common the following described
land and property being located in the First Judicial District of Harrison County, Mississippi, being
more particularly described as follows, to-wit:

2

The East One-Half (1/2) of the Northeast One-Fourth of the Southwest One-Fourth (NE1/4 of the SW1/4) of Section 28, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi. LESS AND EXCEPT that part now lying within South Swan Road.

Being the same property conveyed by Deed of Executor recorded as Instrument Number 2009 5275-D-J1, in the office of the Chancery Clerk of Harrison County, MS.

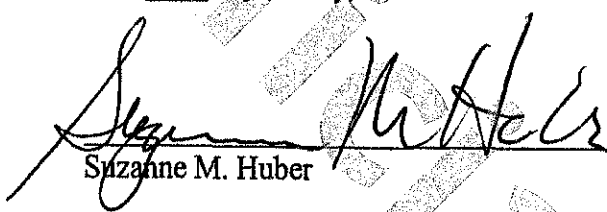
THE ABOVE DESCRIBED property is no part of the homestead of the grantor herein.

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

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

WITNESS MY SIGNATURE, on this the 21st day of July, 2016.

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.

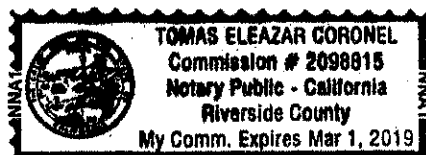

Suzanne M. Huber

STATE OF CA
COUNTY OF RIVERSIDE

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Suzanne M. Huber, who acknowledged that the above and foregoing instrument was signed and delivered as the free and voluntary act and deed of the Grantor on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 21st day of July, 2016.

My Commission Expires: MARCH 1, 2019

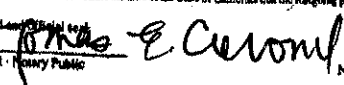



NOTARY PUBLIC
State of California
County of Riverside } SS.

On 7/21 2016, before me, Tomas E. Coronel (Notary Public) personally appeared Suzanne M. Huber 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 he/she/it executed the same in the capacity authorized on the face hereof, and that by his/her/their signature on the instrument the power of the entity upon behalf of which the party acted, was duly constituted.

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.


Tomas E. Coronel - Notary Public

Timothy James Daigle, Jr. and Jene Michelle Daigle
15361 S. Swan Rd.
Gulfport, MS 39503

October 3, 2022

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

RE: **Agent Letter for Timothy James Daigle, Jr. and Jene Michelle Daigle**
Tax Parcel No.: 0807E-01-001-000
15361 S. Swan Rd., Gulfport, Mississippi 39503

To Whom It May Concern:

Please allow this letter to serve as official notice that *Heinrich & Associates, LLC*, is authorized to act as agent on behalf of **Timothy James Daigle, Jr. and Jene Michelle Daigle** in any Planning Commission or City Council matters.

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

Sincerely,



Timothy James Daigle, Jr.



Jene Michelle Daigle



Notary

My Commission Expires 1/20/25



Timothy James Daigle, Jr. and Jene Michelle Daigle
15361 S. Swan Rd.
Gulfport, MS 39503

AFFIDAVIT

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERONALLY CAME AND APPEARED before me, the undersigned authority in and for the jurisdiction afrosaid, the within named Timothy James Daigle, Jr. and Jene Michelle Daigle who, after being by me forst duly sworn, stated the following:

1. That there are no restrictive covenants prohibiting the resubidivision of the property located on Parcel No. 0807E-01-001.000.

Respectfully submitted:

By: 
Timothy James Daigle, Jr.

By: 
Jene Michelle Daigle

SWORN AND SUBSCRIBED before me, this the 21st day of October 2022.

My Commission Expires:



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
DAIGLE SUBDIVISION
CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

This Declaration of Covenants, Conditions and Restrictions is made on the ___ day of _____, 2022, A.D., by Daigle Subdivision LLC, (hereinafter call "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in City of Gulfport, Mississippi, more particularly described on Exhibit "A" attached hereto; and

WHEREAS, Declarant desired to create and develop thereon a residential community with designated common areas for the benefit of the community, (hereinafter referred to as the "Property"); and

NOW, THEREFORE, Declarant; herby declares that all the properties described above shall be held, sold and conveyed subject to the platted subdivision and the following restrictions, covenants and conditions are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having and right, title or interest in the described properties or any par thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

1. Commercial: Lot 2 in Daigle Subdivision LLC as shown on the official map or plat thereof on file in the office of the Chancery Clerk of Harrison County, Mississippi, shall be known, used, and described as one story commercial lot.

2. MINIMUM SQUARE FOOTAGE: No minimum square footage.

3. LOT SIZE: No building shall be constructed in the subdivision on a less quantity of ground than the whole of one entire lot, as shown by the official plat of said subdivision.

4. SETBACKS: Setbacks shall be in compliance with the City zoning requirements.

5. CREATION, MEMBERSHIP AND VOTING RIGHT IN THE ASSOCIATION:

Declarant will as its discretion relinquish responsibility for maintenance of common area and cause to be formed a non-profit corporation called Daigle Subdivision LLC as hereafter set forth:

Section 1. Creation: All owners of records, as that term is herein defined, shall be a member of the Daigle Subdivision LLC (hereinafter "Association"). Said Association shall be governed by two (2) directors, who serve for a term of three (3) years, and who are elected by the owners of record. The Board of Directors shall perform the duties and responsibilities as set for herein, in addition to any other duties and owners which said Association members shall determine o as set for in the By Laws of the Association..

Section 2. Membership: The members of the Association shall be and consist of each and all of the following, to-wit:

(a) Every person who is, or who hereafter becomes, an owner of record of the fee title to a Lot. The expression "owner of record of the fee title to a Lot" shall include a contract seller of any such Lot, but shall not include any person who owns such title solely as security for the performance of an obligation of payment of a debt.

(b) The Association shall have two classes of voting membership:

other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, a monthly sum (herein elsewhere sometimes referred to as "assessments" or "carrying charges") equal to one-half (1/2) of the members proportionate share of the sum required but the Association as estimated by its Board of Directors, to meet 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 of the use or 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 of eight percent (8%) per annum.

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 part of the assessment to which lot is subject.

(b) Each owner shall be responsible at his own expense and cost for his own personal insurance on the contents of his own residence, carport, or parking space, including decorations, furnishings and personal property therein, and his personal property stored elsewhere on the property; and for his personal liability not covered by liability insurance for all owners obtained as a part of the common expense.

9. ANTENNAS: No television or other electronic receiving or transmitting device shall be located or placed in or upon any parcel with the exception of such devices as shall be fully contained and enclosed with a dwelling located upon a particular parcel. Without limiting the general provisions hereof, this provision is specifically intended to prohibit the installation of what are commonly referred to as "Satellite Dishes" and any shortwave or other transmitting devices which interfere with the television or other electronic receptions of the neighbors. Each property shall provide a screened area to serve as a service yard in which garbage receptacle, fuel tanks, or other similar storage receptacle, electric and gas meters, air conditioning equipment, clothes lines, and other unsightly objects must be placed or stored in order to conceal them from the view of the road and adjacent properties.

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

11. PETS: No animals, livestock, poultry of any kind shall be raised, bred, kept, staked or pastured on any lot or in the common areas, except dogs, cats, birds, or other household pets, which shall be kept and maintained in accordance with the rules and regulations adopted from time to time by the Board of Directors. No pets are to be allowed to roam freely within the subdivision.

12. SIGNS: Except as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be maintained or permitted within the window, on the exterior of any window, or any portion of the property by anyone, including, but not limited to, the property owner, realtor, contractor, or subcontractor, without the express written permission of the Architectural Review Committee. The approval of any signs and posters without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the Architectural committee and may be arbitrarily withheld. If any such sign or advertising device is approved, it shall only contain one name, and/or one number, not exceeding one hundred twenty (120) square inches, and if for sale purposes, such sign shall not exceed six (6) feet in area, and shall be subject to the right of the Architectural Committee to restrict color and content.

13. VARIANCES: The undersigned Declarant reserves the right to make minor changes or alterations in these Restriction and Covenants and to waive minor violations of the same. No private or public nuisance may be created or maintained upon any of any said lots.

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

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

DRAFT

MISCELLANEOUS PAYMENT RECPT#: 11843250
CITY OF GULFPORT

GULFPORT, MS 39501

DATE: 10/04/22 TIME: 15:01:01
CLERK: jseferovi DEPT:
CUSTOMER#:

COMMENT:

CHG: PZD PLANNING AND ZO 185.00

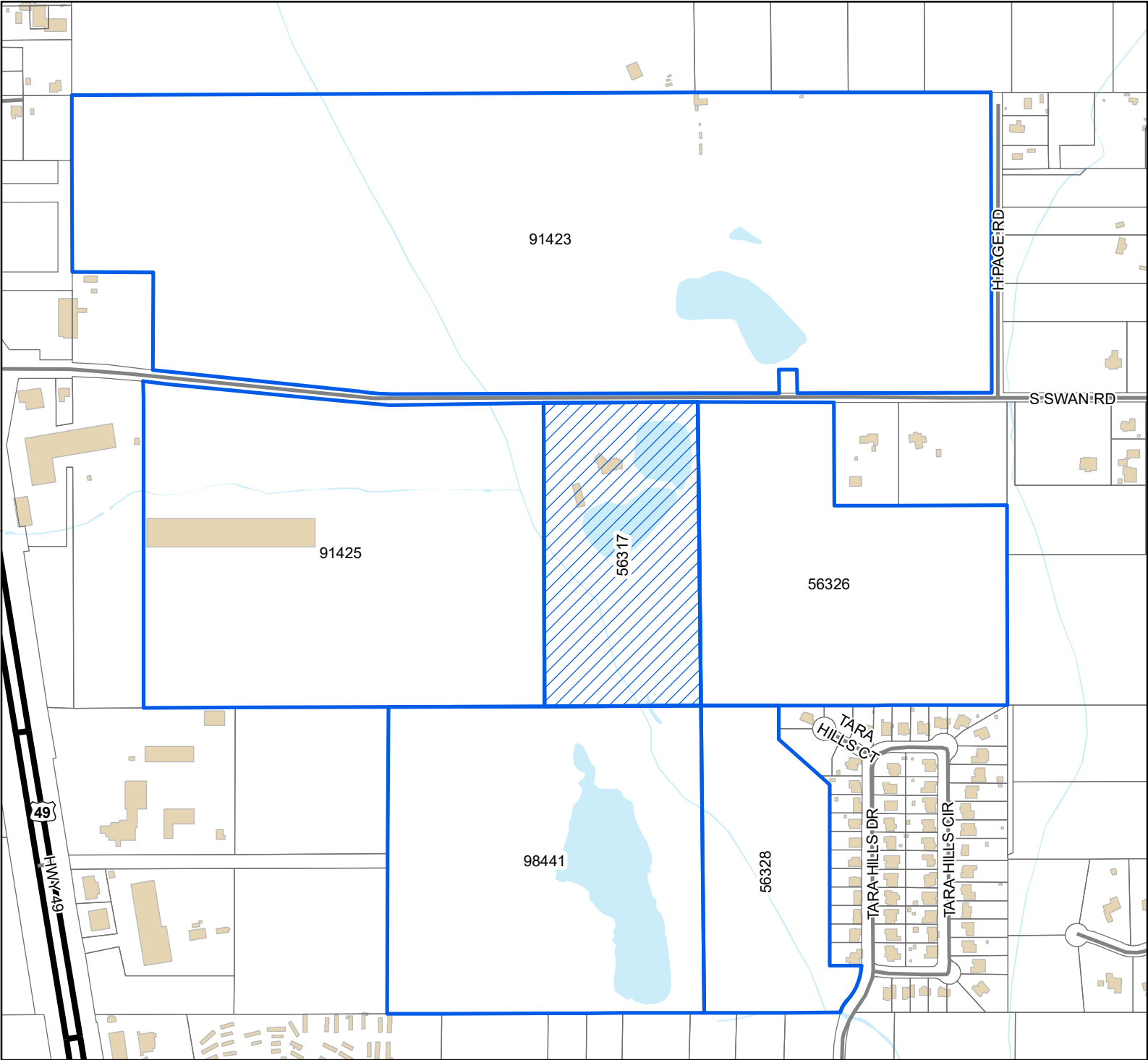
AMOUNT PAID: 185.00

PAID BY: HEINRICH & ASSOCIATE
PAYMENT METH: CHECK
 9272

REFERENCE:

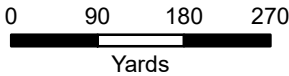
AMT TENDERED: 185.00
AMT APPLIED: 185.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	56317	0807E-01-001.000	DAIGLE TIMOTHY JAMES JR & JENEE MIC	15361 S SWAN RD	GULFPORT	MS	39503
			HEINRICH & ASSOCIATES, LLC	1806 23RD AVE., SUITE B	GULFPORT	MS	39501
			Adjacent Property Owners (0807E-01-001.000)				
	56328	0807F-01-005.000	BENEFIELD JONATHAN BLAKE	11080 BAYOU BERNARD	GULFPORT	MS	39503
	91425	0807E-01-002.000	CBH PROPERTIES LLC	C/O KEITH HUBER CORP	GULFPORT	MS	39505
	91423	0807D-01-001.000	DAY DRUG CO INC	P O BOX 247	GULFPORT	MS	39502
	98441	0807E-01-011.000	GILCHRIST ROBERT A ETAL C/O T L JAMES &	P O BOX 1260	RUSTON	LA	71273
	56326	0807F-01-004.000	LADNER KIRK L	18226 HIGHWAY 53	GULFPORT	MS	39503



Legend

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



1 inch = 600 feet



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

RE: Resubdivision 2211PC208, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Divide into two new parcels, 15361 S Swan 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, November 17, 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, November 17, 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:
IPL0096113

Order Status:
Submitted

Classification:
Legals & Public Notices

Package:
BLX - Legal Ads

Final Cost:
81.72

Payment Type:
Account Billed

User ID:
IPL0024925

ACCOUNT INFORMATION

GULFPORT URBAN DEVELOPMENT IP
PO BOX 1780
GULFPORT, MS 39502
228-868-5705
AccountsPayable@gulfport-ms.gov
GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT

Date
October 27, 2022 11:41:15 AM EDT

Amount:
81.72

SCHEDULE FOR AD NUMBER IPL00961130

November 2, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00961130**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, November 17, 2022 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2211PC194, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests for outdoor entertainment venue, 942 1/2 Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

Zoning Map Amendment 2211PC195, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 942 1/2 Beach Blvd, Ward 2

Planning Commission Approval 2211PC196, by owner Jermille Johnson, tax parcel 0810B-03-099.000, Requests mobile home use, W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

Zoning Map Amendment 2211PC198, by agent Jorge Vargas, tax parcel 1007M-01-038.000, Requests to rezone from R-B (Residence-business) to R-E (Residence estate), 13062 Sheldon St, Zoned R-B (Residence-business), Ward 6

Planning Commission Approval 2211PC199, by agent Terrell Roddy, tax parcel 0808D-04-004.000, Requests to allow a medical dispensary use, 12407 HWY 49 N, Zoned B-4 (Highway business), Ward 7

Special Exception 2211SE200, by agent Adeeb Botros, tax parcel 0810C-03-059.000, Requests liquor store use, 8304 HWY 49 B, Zoned B-4 (Highway business), Ward 3

Planning Commission Approval 2211PC201, by owners Barry & Theresa Weyland, tax parcel 1010E-03-007.015, Request home occupation for real estate office, 927 Old Towne St, Zoned T3 (Sub-Urban Zone), Ward 4

Zoning Map Amendment 2211PC202, by agent Joyce Unsworth, tax parcel 0710O-02-102.002, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4809 29th St, Zoned B-1 (Neighborhood business), Ward 1

Planning Commission Approval 2211PC203, by agent Doug Hanson, tax parcel 0811G-03-033.000, Request home occupation for mobile windshield repair business, 1632 2nd St, Zoned T4L (General Urban Zone "Limited"), Ward 2

Appeals 2211PC204, by owners 3112 Pass Rd LLC & Ronald Fremin II, tax parcel 0811D-04-009.000, Requests metal exterior on facility, 3112 Pass Road, Zoned I-1 (Light Industry), Ward 1

Planning Commission Approval 2211PC205, by owners Yolanda & Marcus Stubbs, tax parcel 0908J-01-036.000, Requests home occupation for mobile notary use, 20 Joanna Lane, R-1-10 (Single-family) Ward 6

Zoning Map Amendment 2211PC206, by owners Incia Hernandez & Wilson Martinez, tax parcel 0910N-01-018.001, Request to rezone from B-2 (General Business) to R-B (Residence Business), 3205 F Ave, Zoned B-2 (General Business), Ward 4

Zoning Map Amendment 2211PC207, by agent J. William Williams, tax parcels 0708P-01-004.007 & 0708P-01-006.000, Requests to rezone from R-1-15 (Single-family) to B-2 (General business), 11261 Old Highway 49, Zoned R-1-15 (Single-family), Ward 7

Resubdivision 2211PC208, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2211PC209, by agent Robert Reimann, tax parcel 0809B-03-017.000, Requests to rezone from I-2 (Heavy Industry) to R-3 (General residence), River Ten Rd & Klein Rd, Zoned I-2 (Heavy Industry), Ward 7

Planning Commission Approval 2211PC210, by agent Addison Bell,

Planning Commission Approval 2210PC190, by agent Addison Reimann, tax parcel 0809K-02-002.001, Request approval to allow a medical dispensary use, Creosote Rd, B-4 (Highway business), Ward 3

Final Plat 2211PC211, by agent Robert Reimann, tax parcels 0808O-02-016.000, 0808O-02-019.000, 0808O-02-015.000, Approval of Final Plat for 63-lot subdivision (Southern Breeze Subdivision) with 3 outparcels, Dedeaux Rd & Tanner Rd, Zoned R-1-5 (Single-family) & B-2 (General business), Ward 5

Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive sales of less than 50 vehicles & automotive laundry use, 2601 15th Ave, Zoned B-2 (General business), Ward 3

This the 26th day of October, 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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

MEMORANDUM

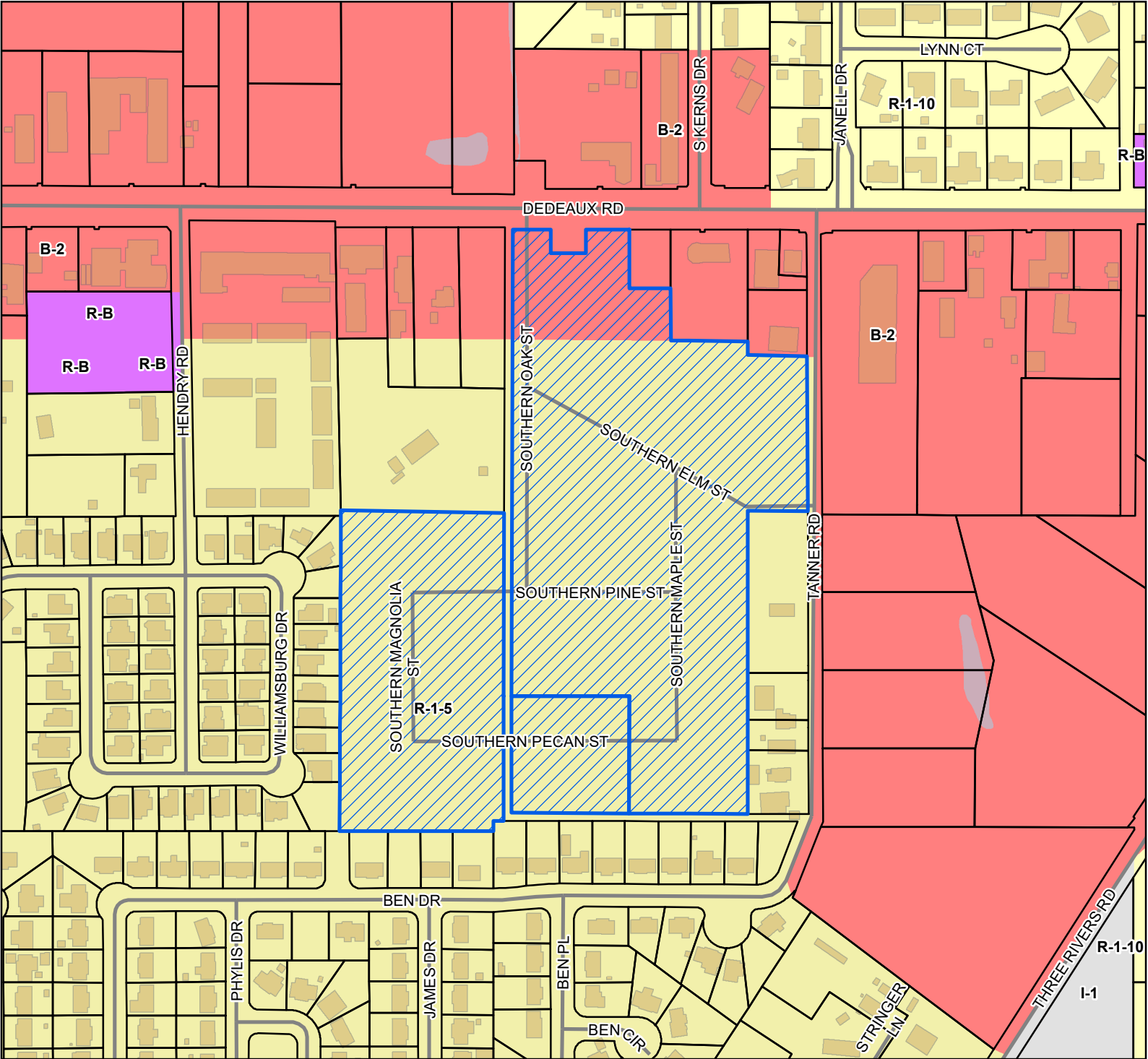
To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: November 17, 2022

Re: **Final Plat 2211PC211:**

Final Plat 2211PC211, by agent Robert Reimann, tax parcels 0808O-02-016.000, 0808O-02-019.000, 0808O-02-015.000, Approval of Final Plat for 63-lot subdivision (Southern Breeze Subdivision) with 3 outparcels, Dedeaux Rd & Tanner Rd, Zoned R-1-5 (Single-family) & B-2 (General business), Ward 5



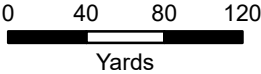
Legend

- Site
- Street
- Parcels
- Buildings
- Water Features

Zoning

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

Site Information
08080-02-016.000
08080-02-019.000
08080-02-015.000
Zoning: B-2 (General buisness)
Zoning: R-1-5 (Single family residence)
Size: 29.44 acres
Flood: X



1 inch = 295 feet



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



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

APPLICATION FOR FINAL PLAT

Property Information

TAX PARCEL #

0	8	0	8	0	-	0	2	-	0	1	6	0	0	0
0	8	0	8	0	-	0	2	-	0	1	9	0	0	0
0	8	0	8	0	-	0	2	-	0	1	5	0	0	0

For Staff Use Only

Case File #: 221PC211

Date Received: 10/6/22

Receipt #: _____

Received By: [Signature]

Zoning: R-15/B-2

Ward: 5 Flood: X

Size: 29.44 acre

(If necessary, use separate sheet of paper)

Address of Property Involved: Dedeaux Road and Tanner Road

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

General Location: South of Dedeaux Road, East of Highway 49, West of Three River Road

GENERAL DESCRIPTION OF REQUEST:

Final Plat of a New 63 Lot Subdivision - Southern Breeze Subdivision

OWNERSHIP AND CERTIFICATION:

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

OWNER

Wayne Carr/Greg Williams

Printed Name Of Owner
21680 Saucier Fairely Road

Mailing Address
Saucier, MS 39574

City State Zip code
228-860-2203

Home Phone Work/Cell Phone
wcbuilders.gmail.com

Email

[Signature]
Signature Of Owner

AGENT

Robert K. Riemann, P.E.

Printed Name Of Agent
3103 5th Avenue, Suite B

Mailing Address
Gulfport, MS 39501

City State Zip code
228-518-2980

Home Phone Work/Cell Phone
kris@engineeringxcellence.com

Email

[Signature]
Signature Of Agent

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



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

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

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

NAME OF OWNER (PRINT) Greg D. Williams

ADDRESS (STREET, CITY, STATE, ZIP CODE) 824 Wire Road East, Perkinston, MS 39573

PHONE # (H) 228-297-2216 (W) _____

TAX PARCEL NUMBER(S) OWNED SAME AS FRONT

SIGNATURE: Greg D Williams

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: _____

Designation of Agent

I, Nelson Wayne Carr, being owner of the property at 08080-02-016.000, 08080-02-019.000, 08080-02-015.000 on Dedeaux Road and Tanner Road which is the subject of this application hereby authorize Robert K. Riemann, P.E. 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.

NWC
Signature

6/Oct 2022
Date

STATE OF MISSISSIPPI, COUNTY OF HARRISON

Given under my hand and seal of office this the 6th day of October, 20 22.

Hannah McDougall
Notary Public

11-2-24
Commission Expiration





**DEPARTMENT OF
ENGINEERING**

4050 Hewes Ave.
Gulfport, MS 39507-3903
Phone: 228-868-5740
Fax: 228-868-5822

SUBDIVISION INSPECTION CHECKLIST

SUBDIVISION:	Southern Breeze Subdivision
TYPE OF INSPECTION:	Final Inspection
DATE:	September 23, 2022
PERSONS PRESENT:	Jeremy Harrison, P.E., Department of Engineering Robert K. Riemann, P.E., Engineering Xcellence Greg Williams, Owner Wayne Carr, Owner Ryan Young, Dirt Inc.

CHECKLIST ITEMS

STREETS & DRAINAGE:

- | | | | |
|---|---|--|------------------------------|
| 1. Is debris/silt and vegetation in streets, curbs, pipes, and catchbasins? | ☒ Yes | ☐ No | ☐ N/A |
| 2. Is street paving/concrete acceptable? | ☒ Yes | ☐ No | ☐ N/A |
| 3. Is drainage pipe in ROW concrete? | ☒ Yes | ☐ No | ☐ N/A |
| 4. Are catchbasin openings sized correctly? | ☒ Yes | ☐ No | ☐ N/A |
| 5. Are curbs & gutter broken/settled? | ☐ Yes | ☒ No | ☐ N/A |
| 6. Is rebar present in curb? | ☒ Yes | ☐ No | ☐ N/A |
| 7. Are street lights present & spaced correctly? | ☐ Yes | ☒ No | ☐ N/A |
| 8. Are lots graded to direct water to drainage systems? | ☒ Yes | ☐ No | ☐ N/A |
| 9. Is/Are detention pond(s) holding water? | ☒ Yes | ☐ No | ☐ N/A |
| 10. Is/Are the banks of detention pond(s) & ditches stabilized? | ☒ Yes | ☐ No | ☐ N/A |
| 11. Are swales/ditches able to be maintained by residents? | ☒ Yes | ☐ No | ☐ N/A |
| 12. Is erosion control provided at outfalls? | ☒ Yes | ☐ No | ☐ N/A |
| 13. Are any extra easements required? | ☐ Yes | ☒ No | ☐ N/A |

WATER & SEWER:

- | | | | |
|---|---|-----------------------------|------------------------------|
| 1. Are all water meters installed & with no broken/missing parts? | ☒ Yes | ☐ No | ☐ N/A |
| 2. Are all water lines and appurtenances installed in accordance with city standards? | ☒ Yes | ☐ No | ☐ N/A |
| 3. Are sewer cleanouts installed & with no broken/missing parts? | ☒ Yes | ☐ No | ☐ N/A |
| 4. Are all manholes installed in accordance with city standards? | ☒ Yes | ☐ No | ☐ N/A |

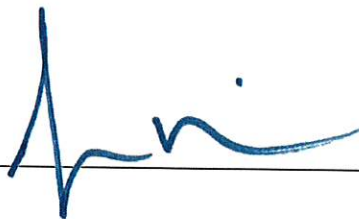
TRAFFIC & SAFETY:

- | | | | |
|--|---|--|------------------------------|
| 1. Are street name signs correct & in place? | ☐ Yes | ☒ No | ☐ N/A |
| 2. Are traffic control signs correct & in place? | ☐ Yes | ☒ No | ☐ N/A |
| 3. Are handicap ramps installed? | ☒ Yes | ☐ No | ☐ N/A |

PUNCHLIST ITEMS

1. Establish vegetation throughout site
2. Fix shoulder along Tanner Road
3. Clean road and gutters of sediment.
4. Oak Tree adjacent to ditch near Tanner Road entrance to be looked at by COG arborist
5. Detention pond to be dry
6. Install all traffic signs.
7. Provide Contract for Streetlight Installation.
8. Install fiber glass sign to locate the water main on the west side of the project.
9. Lot 47 – Grout broken curb
10. Notate on as-builts at Lot 47 – Clean out installed for Manhole.
11. Lot 63 – Monitor inlet during 1 year for possible conversion to a pedestal inlet.
12. Fire Hydrant may need to be installed during the one year. Possible future phase
13. Taper the curb ends at sidewalk along Dedeaux Road
14. Provide as-builts in pdf and dwg format
15. Provide certification that all construction was completed per plans and in accordance with Gulfport Construction Standards

Signed: _____

Date: 9/28/2022Name: Jeremy Harrison, P.E.Title: Assistant Director of Engineering



Final Quantities Cost

City of Gulfport, Harrison County, Southern Breeze Estates Subdivision

September 23, 2022

Owner: Wayne Carr & Greg Williams
 Engineering: Engineering Xcellence
 Project No: 09-2021-020

	Unit	Estimated Quantity	Unit Price	Cost
*****EARTH WORK & SWPPP ITEMS*****				
Solid Sodding, Centipede	SY	2,000.000	\$ 8.00	\$ 16,000.00
Hydroseeding	ACRE	2.000	\$ 3,500.00	\$ 7,000.00
Temporary Silt Fence	LF	3,867.000	\$ 3.50	\$ 13,534.50
Wattles, 12"	LF	100.000	\$ 4.00	\$ 400.00
*****WATER ITEMS*****				
6" PVC Pipe, C-900	LF	100.000	\$ 15.76	\$ 1,576.00
8" PVC Pipe, C-900	LF	3,460.000	\$ 20.00	\$ 69,200.00
Ductile Iron Fittings	LBS	1,000.000	\$ 9.30	\$ 9,300.00
8" Gate Valve	EACH	16.000	\$ 1,000.00	\$ 16,000.00
Relocate Fire Hydrant	EACH	2.000	\$ 789.60	\$ 1,579.20
Install New Fire Hydrant	EACH	3.000	\$ 3,700.00	\$ 11,100.00
Meter Box	EACH	126.000	\$ 40.00	\$ 5,040.00
Water Services	LF	630.000	\$ 25.00	\$ 15,750.00
2" Diameter Water Service	LF	63.000	\$ 8.76	\$ 551.88
Relocation of Water Meter, Per Plans	EACH	0.000	\$ 466.80	\$ -
4" PVC Pipe, Schedule 40	LF	100.000	\$ 11.40	\$ 1,140.00
Water Valve Box	EACH	14.000	\$ 75.00	\$ 1,050.00
*****SEWER ITEMS*****				
Install 8" Sewer Pipe	LF	2,520.000	\$ 25.00	\$ 63,000.00
Install 24" Manhole	EACH	10.000	\$ 2,000.00	\$ 20,000.00
4" Sewer Service with Cleanout and Pad	LF	630.000	\$ 25.00	\$ 15,750.00
*****SUB BASE & BASE ITEMS*****				
Size 610 Crushed Stone Base, AEA	CY	1,964.000	\$ 60.00	\$ 117,840.00
Class 9 - Select Backfill	CY	1,473.000	\$ 15.00	\$ 22,095.00
Size II Stabilizer Aggregate, Coarse	CY	0.000	\$ 80.00	\$ -
*****ALTERNATE ASPHALT ITEMS*****				
9.5-mm, MT, Asphalt Pavement - Street	TON	994.000	\$ 80.00	\$ 79,520.00
12.5-mm, MT, Asphalt Pavement	TON	0.000	\$ 114.00	\$ -
19-mm, MT, Asphalt Pavement	TON	0.000	\$ 114.00	\$ -
*****BITUMINOUS PAVING ITEMS*****				
Asphalt for Tack Coat	GAL	0.000	\$ 3.48	\$ -
*****DRAINAGE ITEMS*****				
Class "B" Structural Concrete, Minor Structures	CY	0.000	\$ 1,400.00	\$ -
Reinforcing Steel	LB	1,000.000	\$ 1.50	\$ 1,500.00
18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	249.000	\$ 38.35	\$ 9,549.15
24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	405.000	\$ 57.25	\$ 23,186.25
30" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	567.000	\$ 83.21	\$ 47,180.07
36" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	0.000	\$ 110.62	\$ -
15" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	182.000	\$ 30.02	\$ 5,463.64
30" Reinforced Concrete End Section	EA	3.000	\$ 575.00	\$ 1,725.00
15" HDPE Pipe	LF	267.000	\$ 23.00	\$ 6,141.00
18" HDPE Pipe	LF	873.000	\$ 28.00	\$ 24,444.00
24" HDPE Pipe	LF	405.000	\$ 45.00	\$ 18,225.00
Castings and Gratings	LB	1,000.000	\$ 3.00	\$ 3,000.00
Outfall to Detention Pond Structure	EA	1.000	\$ 3,500.00	\$ 3,500.00
Rip Rap	SF	500.000	\$ 35.00	\$ 17,500.00
Drainage Inlet	EA	20.000	\$ 2,200.00	\$ 44,000.00
*****CONSTRUCTION ITEMS*****				
Concrete Sidewalk, Without Reinforcement	SY	600.000	\$ 42.00	\$ 25,200.00
Concrete Curb, Header	LF	0.000	\$ 14.50	\$ -
Concrete Curb, Special Design	LF	0.000	\$ 20.00	\$ -
Combination Concrete Curb and Gutter	LF	6,120.000	\$ 20.00	\$ 122,400.00

*****PAVEMENT MARKING ITEMS*****					
6" Thermoplastic Traffic Stripe, Skip W hite	LF	0.000	\$	0.60	\$ -
6" Thermoplastic Edge Stripe, Continuous W hite	LF	50.000	\$	0.90	\$ 45.00
					\$ -
*****DEMOLITION*****					
Sewer Pipe Removal	LF	2,000.000	\$	2.00	\$ 4,000.00
Flowable Fill, Non-Excavatable	CY	150.000	\$	125.00	\$ 18,750.00
Water Pipe Removal	LF	2,000.000	\$	2.00	\$ 4,000.00
					\$ -
*****TRAFFIC SIGN & SIGNAL ITEMS*****					
Stop Sign	EACH	5.000	\$	50.00	\$ 250.00
Steel U-Section Posts, 3.0 to 3.5 lb/ft	LF	64.000	\$	8.40	\$ 537.60
					\$ -
*****LUMP SUM ITEMS*****					
Maintenance of Traffic	LS	1.0000	\$	2,000.00	\$ 2,000.00
Mobilization	LS	1.0000	\$	2,000.00	\$ 2,000.00
Roadway Construction Stakes	LS	1.0000	\$	2,000.00	\$ 2,000.00

Total \$ 874,023.29

I certify that this is a true and correct Final Cost to the best of my knowledge and belief.

Robert K. Riemann

Robert K. Riemann, P.E.
Engineering Xcellence



 First American Title™	Owner's Policy of Title Insurance
	ISSUED BY First American Title Insurance Company
Owner's Policy	POLICY NUMBER 5011400-3022254e

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

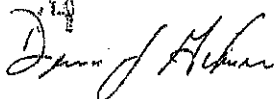
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

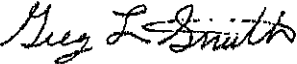
(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmora, President



Greg L. Smith, Secretary

For Reference:

File #: 2107400

Issued By:

Laura F. Paulk, PLLC
 18127 Orange Grove Road
 Gulfport, MS 39503

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured;
 - (2) if the grantee wholly owns the named Insured;
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity; or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental

protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any

appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and

expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required, to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or
(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title as insured,

(i) the Amount of Insurance shall be increased by 10%, and
(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

- (b) In the event of any litigation, including litigation by the

Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as Insured.

- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the

Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.

First American Title Insurance Company

SCHEDULE A

FIRST AMERICAN TITLE INSURANCE COMPANY
1 FIRST AMERICAN WAY
SANTA ANA, CALIFORNIA 92707

Agent's File No.: **2107400** Policy No.: FA-5011400-3022254e
Address Reference: **3 Pels on Dedeaux Road, Gulfport, MS 39503**
Date of Policy: **June 28, 2021 at 8:00 AM** Amount of Insurance: **\$352,500.00**
(or the date and time of recording of the instrument
Vesting insured title, whichever is later)

1. Name of Insured:
Blessed Investments Team, LLC
2. The estate or interest in the Land that is insured by this policy is:
FEE SIMPLE
3. Title is vested in:
Blessed Investments Team, LLC
4. The land referred to in this Policy is described as follows:
See Schedule A (Continued) attached hereto and made a part hereof

Laura F. Paulk, PLLC

By : _____

Authorized Signatory

First American Title Insurance Company

SCHEDULE A (Continued)

Agent's File No.: 2107400

Policy No.: FA-5011400-3022254e

Legal Description

TRACT I: (Parcel No. 0808O-02-015.000 and Parcel No. 0808O-02-019.000)

The South 250 feet of Lots 6 and 7, Block 15, Pecan Grove Truck Farms Addition Resurvey, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

AND ALSO: The East 1/2 of the SE 1/4 of the NW 1/4 of the SW 1/4 of Section 10, Township 7 South, Range 11 West, LESS AND EXCEPT therefrom the right of way now used as a public road, said property being situated in the First Judicial District of Harrison County, Mississippi. (This "And Also" description is specifically for Parcel No. 0808O-02-019.000)

TOGETHER WITH an exclusive, perpetual easement for ingress and egress over the following described property:

The West 35 feet of Lots 5 and 6, Block 14 and the West 35 feet of Lot 5 and the West 35 feet of the North 65 feet of Lot 6, Block 15 of the Re-Survey of Pecan Grove Truck Farm Addition in Section 10, Township 7 South, Range 11 West, Harrison County, Mississippi in Plat Book 6 at Page 21 (Copy Book 3 at Page 211) on file in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

LESS AND EXCEPT that portion of the above described property lying within the new right of way of Dedeaux Road.

LESS AND EXCEPT the South 24.09 feet of the East 10 feet of the West 35 feet of Lot 5, Block 14 and the North 41.42 feet of the East 10 feet of the West 35 feet of Lot 6, Block 14, Re-Survey of Pecan Grove Truck Farm Addition, City of Gulfport, Harrison County, Mississippi.

TRACT II: (Parcel No. 0808O-02-016.000)

A parcel of land situated in the Northeast quarter of the Southwest quarter of Section 10, Township 7 South, Range 11 West, City of Gulfport, Harrison County, Mississippi said being part of Blocks 14 and 16, Resurvey of Pecan Grove Truck Farms and being further described as follows:

Commencing at a 1/2 inch iron rod found denoting the intersection of the West right of way line of 1st Avenue as per the recorded plat of the Resurvey of Pecan Grove Truck Farms in Plat Book 3 at Page 211 with the existing South right of way line of Dedeaux Road, said rod also being the Northeast corner of the property belonging, now or formerly, to Jeffery and Rita Buck as per Instrument #2005-21506-D-J1; thence run along said South right of way South 89 degrees 46 minutes 52 seconds East for a distance of 15.00 feet to a 1/2 inch iron rod set on the East right of way line of 1st Avenue and the Point of Beginning; thence continue along said South right of way line run South 89 degrees 46 minutes 52 seconds East for a distance of 75.26 feet to a 1/2 inch iron rod set; thence run South 00 degrees 13 minutes 08 seconds West for a distance of 50.00 feet to a

First American Title Insurance Company

SCHEDULE A (Continued)

Agent's File No.: 2107400

Policy No.: FA-5011400-3022254e

1/2 inch iron rod set; thence run South 89 degrees 46 minutes 52 seconds East for a distance of 75.00 feet to a 1/2 inch iron rod set; thence run North 00 degrees 13 minutes 08 seconds East for a distance of 50.00 feet to a 1/2 inch iron rod set; thence run South 89 degrees 46 minutes 52 seconds East for a distance of 96.10 feet to a 1/2 inch iron rod set; thence departing said South right of way line run South 00 degrees 16 minutes 20 seconds West for a distance of 110.79 feet to a 1/2 inch iron rod set; thence run South 89 degrees 43 minutes 52 seconds East for a distance of 87.00 feet to a 1/2 inch iron rod set; thence run South 00 degrees 16 minutes 20 seconds West for a distance of 110.89 feet to a 1/2 inch iron rod set; thence run South 89 degrees 43 minutes 23 seconds East for a distance of 165.00 feet to a 1/2 inch iron rod set; thence run South 00 degrees 16 minutes 38 seconds West for a distance of 69.37 feet to a 1/2 inch iron rod set; thence run South 89 degrees 43 minutes 22 seconds East for a distance of 126.00 feet to a 1/2 inch iron rod set on the West right of way line of Tanner Road; thence run along said West right of way line South 00 degrees 16 minutes 38 seconds West for a distance of 330.00 feet to a 1/2 inch iron rod set; thence departing said right of way line run North 89 degrees 42 minutes 10 seconds West a distance of 125.83 feet to a 1/2 inch iron rod set; thence run South 00 degrees 23 minutes 48 seconds West for a distance of 640.67 feet to a 1/2 inch iron rod set; thence run North 89 degrees 43 minutes 23 seconds West for a distance of 252.00 feet to a 1/2 inch iron rod set; thence run North 00 degrees 33 minutes 47 seconds East for a distance of 250.00 feet to a 1/2 inch iron rod set; thence North 89 degrees 43 minutes 23 seconds West for a distance of 252.00 feet to a 1 1/2 inch iron pipe found; thence run North 00 degrees 35 minutes 27 seconds East for a distance of 1011.36 feet to the Point of Beginning. Said property being one and the same as Parcel A as described in Instrument Number 2016 9017D-J1 as recorded in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

First American Title Insurance Company

SCHEDULE B EXCEPTIONS FROM COVERAGE

Agent's File No.: 2107400

Policy No.: FA-5011400-3022254e

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees, or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, limestone, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
6. Any dispute as to the boundaries caused by a change in the location or any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously, under water.
7. Taxes and assessments for the year 2021 and subsequent years and not yet due and payable.
8. Matters appearing on the plat recorded in Plat Book 6, Page(s) 21. (TRACT I), including, but not limited to, any building setback lines and/or easements lying within the lot(s) described in Schedule "A".
9. Matters appearing on the plat recorded in Instrument 2016-9017D-J1 (TRACT II), including, but not limited to, any building setback lines and/or easements lying within the lot(s) described in Schedule "A".
10. Easement to Kenneth R. Bradley and Jerry E. Bradley, recorded in Book 1492 at Page 227. (TRACT I)
11. A twenty foot wide Right of Way Perpetual Easement for drainage purposes for Dedeaux Road to Harrison County, Mississippi, recorded in Book 1161 at Page 103.
12. A twenty foot wide Right of Way and Perpetual Easement for drainage purposes for Dedeaux Road to Harrison County, Mississippi, recorded in Book 1161 at Page 109.
13. A Perpetual Permanent Easement and a Temporary Construction Easement and Right of Way for the widening and improvement of Dedeaux Road and for construction, installation and maintenance of any and all related street, drainage, sidewalk and utility facilities to City of Gulfport, Mississippi, recorded in Book 1380 at Page 547.

First American Title Insurance Company

Agent's File No.: 2107400

Policy No.: FA-5011400-3022254e

Note: All of the recording information contained herein refers to the Public Records of Harrison County, Mississippi, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

**DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR
SOUTHERN BREEZE ESTATES SUBDIVISION
HARRISON COUNTY, MISSISSIPPI**

**DECLARANT
BLESSED INVESTMENTS TEAM, LLC**

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SOUTHERN BREEZE SUBDIVISION**

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EXHIBIT A - DESCRIPTION OF LAND INITIALLY COVERED BY DECLARATION

EXHIBIT B - CONSTRUCTION SPECIFICATIONS

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SOUTHERN BREEZE SUBDIVISION**

STATE OF MISSISSIPPI

COUNTY OF HARRISON

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 BLESSED TEAM INVESTMENTS, LLC, ("**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.

1.1. 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 Southern Breeze 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 Blessed Investments Team, LLC, which is developing the Property, or the successors and assigns of Blessed Investments Team, LLC, which are designated a Successor Declarant by Blessed Investments Team, LLC, 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 Southern Breeze Subdivision or any of the uses that may be made of Lots or other portions of said 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 "SOUTHERN BREEZE 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., **SOUTHERN BREEZE 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 two-thirds 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 delegates.

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 Reviewer-approved 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 Reviewer-approved 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 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 or 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, pliers, 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 entities 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;
- b. any immovable and movable property 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. House 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 his Lot's improvements at a level, to a standard, and with an appearance that is commensurate with the neighborhood. Specifically, each Owner must repair and replace worn, rotten, deteriorated, and unattractive materials, and must regularly repaint all painted surfaces.

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 two-thirds 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 Declarant-appointed 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 community-wide 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 off-site 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 Harrison 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:

Printed Name: _____

DECLARANT/APPEARER
BLESSED INVESTMENTS TEAM, LLC
By: _____

Printed Name: _____

NELSON WAYNE CARR, MEMBER

NOTARY PUBLIC, in and for
HARRISON 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. Factory-built homes are not permitted, even though assembled or finished on the Lot. However, components of dwellings (such as roof trusses) may be manufactured off-site. 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)

**SOUTHERN BREEZE
SUBDIVISION**

A 63 LOT SUBDIVISION

19.95 ACRES

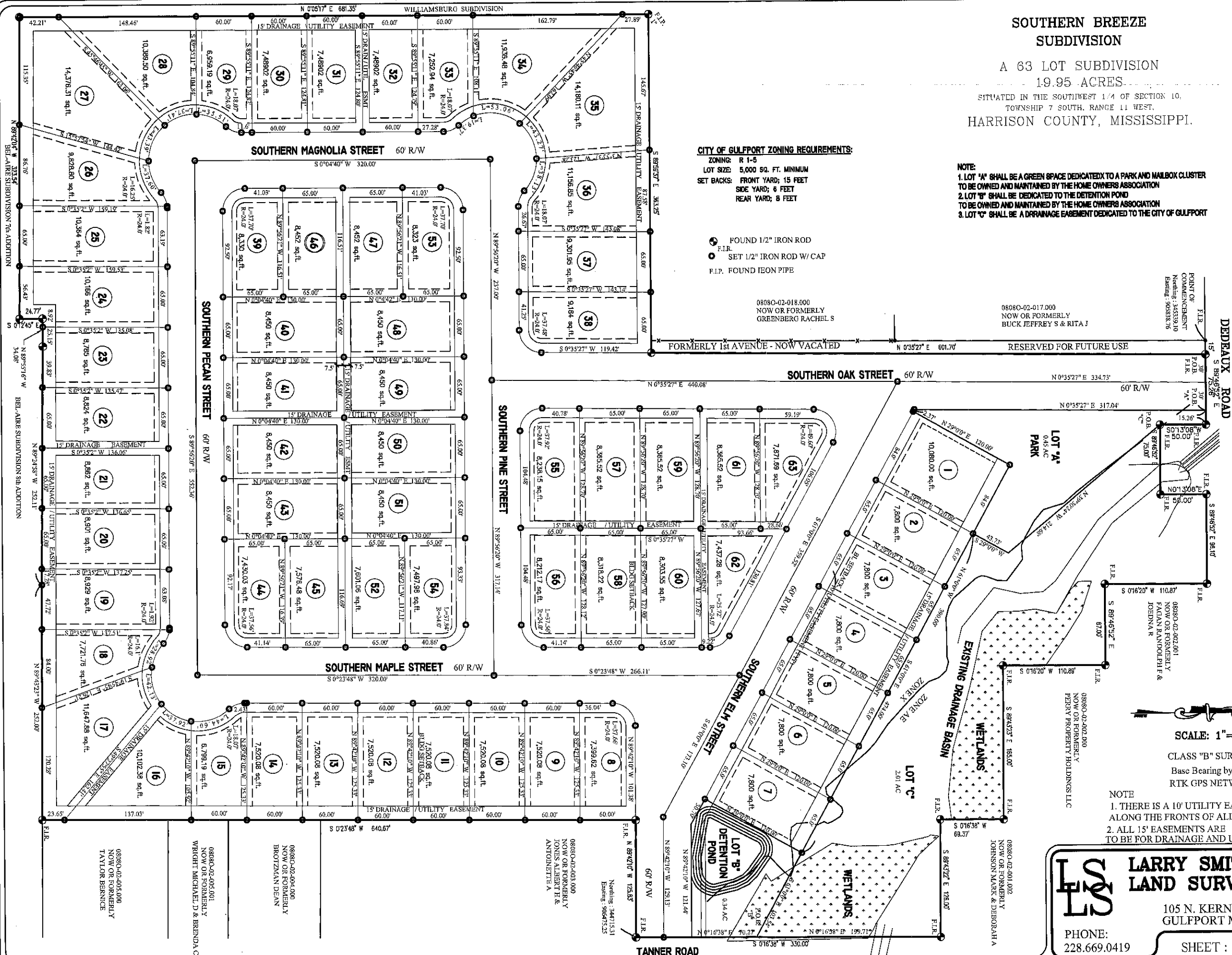
SITUATED IN THE SOUTHWEST 1/4 OF SECTION 10,
TOWNSHIP 7 SOUTH, RANGE 11 WEST,
HARRISON COUNTY, MISSISSIPPI.

CITY OF GULFPORT ZONING REQUIREMENTS:

ZONING: R-1-5
LOT SIZE: 5,000 SQ. FT. MINIMUM
SET BACKS: FRONT YARD: 15 FEET
SIDE YARD: 6 FEET
REAR YARD: 8 FEET

FOUND 1/2" IRON ROD
F.I.R.
SET 1/2" IRON ROD W/ CAP
F.I.P. FOUND IRON PIPE

NOTE:
1. LOT "A" SHALL BE A GREEN SPACE DEDICATED TO A PARK AND MAILBOX CLUSTER
TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION
2. LOT "B" SHALL BE DEDICATED TO THE DETENTION POND
TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION
3. LOT "C" SHALL BE A DRAINAGE EASEMENT DEDICATED TO THE CITY OF GULFPORT



DEDEAUX ROAD

SOUTHERN OAK STREET

SOUTHERN PINE STREET

SOUTHERN ELM STREET

TANNER ROAD

LOT "A"
0.45 AC

LOT "C"
2.01 AC

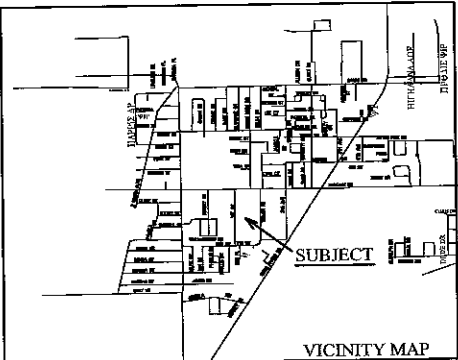
LOT "B"
0.34 AC
DETENTION POND

SCALE: 1"=60'

CLASS "B" SURVEY
Base Bearing by:
RTK GPS NETWORK

NOTE
1. THERE IS A 10' UTILITY EASEMENT
ALONG THE FRONTS OF ALL LOTS
2. ALL 15' EASEMENTS ARE
TO BE FOR DRAINAGE AND UTILITIES.

**LARRY SMITH
LAND SURVEYING**
105 N. KERN DRIVE
GULFPORT MS. 39503
PHONE:
228.669.0419
SHEET : 1 OF 2



OVERALL DESCRIPTION

A parcel of land situated in the Northeast Quarter and the Northwest Quarter of the Southwest Quarter of Section 10, Township 7 South, Range 11 West, City of Gulfport, Harrison County, Mississippi and being more particularly described as follows:

Commencing at a 1/2 inch iron rod found denoting the intersection of the West right of way line of 1st Avenue, as per the recorded Plat of the Resurvey of Pecan Grove Truck Farms in Plat Book 3 at page 211, with the existing South right of way line of Dedeaux Road, said rod also being the Northeast corner of the property belonging, now or formally, to Jeffery and Rita Buck, as per Instrument # 2005-21506-D-J1; thence run along the South right of way line of Dedeaux Road, S89°46'52"E for a distance of 15.0 feet to a 1/2 inch iron rod on the East right of way line of 1st Avenue and the POINT OF BEGINNING; thence continue along the South right of way line of Dedeaux Road, S89°46'52"E a distance of 75.26 feet to a 1/2 inch iron rod; thence S00°13'08"W a distance of 50.0 feet to a 1/2 inch iron rod; thence S89°46'52"E a distance of 75.0 feet to a 1/2 inch iron rod; thence N00°13'08"E a distance of 50.0 feet to a 1/2 inch iron rod; thence S89°46'52"E a distance of 96.10 feet to a 1/2 inch iron rod; thence, departing the said South right of way line, S00°16'20"W a distance of 110.79 feet to a 1/2 inch iron rod; thence S89°46'52"E a distance of 87.00 feet to a 1/2 inch iron rod; thence S00°16'20"W a distance of 110.89 feet to a 1/2" iron rod; thence S89°43'23"E a distance of 165.00 feet to a 1/2 inch iron rod; thence S00°16'38"W a distance of 69.37 feet to a 1/2 inch iron rod; thence S89°43'22"E a distance of 126.00 feet to a 1/2 inch iron rod on the West margin of Tanner Road; thence along the West margin of Tanner Road S00°16'38"W a distance of 330.00 feet to a 1/2 inch iron rod; thence departing said right of way, N89°42'10"W a distance of 125.83 feet to a 1/2 inch iron rod; thence S00°23'48"W a distance of 640.67 feet to a 1/2 inch iron rod; thence N89°43'23"W a distance of 252.00 feet to a 1/2 inch iron rod; thence N89°24'58"W a distance of 252.11 feet to a 1/2 inch iron rod; thence N89°55'16"W a distance of 34.08 feet to a 1/2 inch iron rod; thence S00°12'45"E a distance of 24.77 feet to the North margin of Bel-Aire Subdivision, 7th Addition; thence N89°42'04"W, along the said North margin, a distance of 363.25 feet to the East right of way line of 1st Avenue; thence 681.35 feet to a 1 inch iron pipe; thence S89°59'37"E a distance of 363.25 feet to the East right of way line of 1st Avenue; thence N00°35'27"E along said East line of 1st Avenue a distance of 601.70 feet to the Point of Beginning. Said Parcel contains 869,200 square feet or being 19.95 Acres, more or less.

LOT "A"

Commencing at a 1/2 inch iron rod found denoting the intersection of the West right of way line of 1st Avenue, as per the recorded Plat of the Resurvey of Pecan Grove Truck Farms in Plat Book 3 at page 211, with the existing South right of way line of Dedeaux Road, said rod also being the Northeast corner of the property belonging, now or formally, to Jeffery and Rita Buck, as per Instrument # 2005-21506-D-J1; thence run along the South right of way line of Dedeaux Road, S89°46'52"E for a distance of 15.0 feet to a 1/2 inch iron rod and the POINT OF BEGINNING; thence continue along the South right of way line of Dedeaux Road, S89°46'52"E a distance of 15.26 feet to a 1/2 inch iron rod; thence S00°13'08"W a distance of 50.0 feet to a 1/2 inch iron rod; thence S39°30'24"E a distance of 214.68 feet; thence S29°00'00"W a distance of 43.73 feet to a 1/2 inch iron rod; thence N61°00'00"W a distance of 84 feet to a 1/2 inch iron rod; thence S29°00'00"W a distance of 120.0 feet to a 1/2 inch iron rod; thence N61°00'00"W a distance of 2.37 feet; thence N00°35'27"E a distance of 317.04 feet to a 1/2 inch iron rod and the Point of Beginning. Said Parcel contains 19,591 square feet or being 0.45 Acres, more or less.

LOT "B"

Commencing at a 1/2 inch iron rod found denoting the intersection of the West right of way line of 1st Avenue, as per the recorded Plat of the Resurvey of Pecan Grove Truck Farms in Plat Book 3 at page 211, with the existing South right of way line of Dedeaux Road, said rod also being the Northeast corner of the property belonging, now or formally, to Jeffery and Rita Buck, as per Instrument # 2005-21506-D-J1; thence run along the South right of way line of Dedeaux Road, S89°46'52"E for a distance of 15.0 feet to a 1/2 inch iron rod on the East right of way line of 1st Avenue; thence continue along the South right of way line of Dedeaux Road, S89°46'52"E a distance of 75.26 feet to a 1/2 inch iron rod; thence S00°13'08"W a distance of 50.0 feet to a 1/2 inch iron rod; thence S89°46'52"E a distance of 75.0 feet to a 1/2 inch iron rod; thence N00°13'08"E a distance of 50.0 feet to a 1/2 inch iron rod; thence S89°46'52"E a distance of 96.10 feet to a 1/2 inch iron rod; thence, departing the said South right of way line, S00°16'20"W a distance of 110.79 feet to a 1/2 inch iron rod; thence S89°46'52"E a distance of 87.00 feet to a 1/2 inch iron rod; thence S00°16'20"W a distance of 110.89 feet to a 1/2" iron rod; thence S89°43'22"E a distance of 126.00 feet to a 1/2 inch iron rod on the West margin of Tanner Road; thence along the West margin of Tanner Road S00°16'38"W a distance of 199.71 feet to the POINT OF BEGINNING; thence continue S00°16'38"W along said West margin a distance of 70.27 feet; thence N89°42'10"W a distance of 121.44 feet to a 1/2 inch iron rod; thence N61°00'00"W a distance of 30.70 feet; thence N29°00'00"E a distance of 120.00 feet to a 1/2 inch iron rod; thence S61°00'00"E a distance of 103.54 feet to the Point of Beginning. Said Parcel contains 14,718 square feet or being 0.34 Acres, more or less.

LOT "C"

Commencing at a 1/2 inch iron rod found denoting the intersection of the West right of way line of 1st Avenue, as per the recorded Plat of the Resurvey of Pecan Grove Truck Farms in Plat Book 3 at page 211, with the existing South right of way line of Dedeaux Road, said rod also being the Northeast corner of the property belonging, now or formally, to Jeffery and Rita Buck, as per Instrument # 2005-21506-D-J1; thence run along the South right of way line of Dedeaux Road, S89°46'52"E for a distance of 15.0 feet to a 1/2 inch iron rod on the East right of way line of 1st Avenue; thence continue along the South right of way line of Dedeaux Road, S89°46'52"E a distance of 75.26 feet to a 1/2 inch iron rod; thence S00°13'08"W a distance of 50.0 feet to a 1/2 inch iron rod and the POINT OF BEGINNING; thence S89°46'52"E a distance of 75.0 feet to a 1/2 inch iron rod; thence N00°13'08"E a distance of 50.0 feet to a 1/2 inch iron rod; thence S89°46'52"E a distance of 96.10 feet to a 1/2 inch iron rod; thence, departing the said South right of way line, S00°16'20"W a distance of 110.79 feet to a 1/2 inch iron rod; thence S89°46'52"E a distance of 87.00 feet to a 1/2 inch iron rod; thence S00°16'20"W a distance of 110.89 feet to a 1/2" iron rod; thence S89°43'22"E a distance of 126.00 feet to a 1/2 inch iron rod on the West margin of Tanner Road; thence along the West margin of Tanner Road S00°16'38"W a distance of 199.71 feet; thence N61°00'00"W a distance of 493.54 feet; thence N29°00'00"E a distance of 43.73 feet; thence N39°30'24"W a distance of 214.68 feet to the Point of Beginning. Said Parcel contains 87,689 square feet or being 2.01 Acres, more or less.

NOTE:

LOTS "A" AND "B" ARE TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION
LOT "C" IS TO BE DEDICATED TO THE CITY OF GULFPORT FOR DRAINAGE PURPOSES

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 SOUTHERN BREEZE SUBDIVISION, 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.

NELSON WAYNE CARR, MANAGING MEMBER FOR BLESSED INVESTMENT TEAM, LLC

NELSON WAYNE CARR
MANAGING MEMBER

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 Sney, who acknowledged to me that she is partner of Nacalco 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:

SOUTHERN BREEZE SUBDIVISION

19.95 ACRES

SITUATED IN THE SOUTHWEST 1/4 OF SECTION 10,
TOWNSHIP 7 SOUTH, RANGE 11 WEST.

HARRISON COUNTY, MISSISSIPPI.

NOTES:

- 1.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH DERIVED BY GPS OBSERVATION UTILIZING THE TRIMBLE VRS NOW, RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
- 2.) 1/2" X 18" IRON RODS WITH YELLOW PLASTIC CAPS STAMPED "L SMITH 02695" SET AT ALL LOT CORNERS UNLESS NOTED AS FOUND MARKERS.
- 3.) SURVEY CLASS-"B"
- 4.) TOTAL LOTS - 63
- 5.) DATE OF FIELD SURVEY- SEPTEMBER 01, 2021

BEARING NOTE:

ALL BEARINGS AND DISTANCES SHOWN ON THIS PLAT ARE GRID AND ARE BASED ON THE MISSISSIPPIANAD 83 EAST ZONE STATE PLANE COORDINATE SYSTEM AND ARE DERIVED FROM A GLOBAL POSITIONING SYSTEM OBSERVATION UTILIZING THE TRIMBLE VRS NOW RTK NETWORK

FLOOD ZONE NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE "X & AE" ACCORDING TO MAP NUMBER 28047C02554H, DATED DECEMBER 21, 2017.

ZONING INFORMATION:

THIS PARCEL OF LAND IS ZONED R-1-S. REFER TO CITY OF GULFPORT LAND DEVELOPMENT MUNCODE.

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
CLERK OF COUNCIL

DATE OF EXECUTION

CERTIFICATE OF COMPARISON

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE HAVE COMPARED THIS DUPLICATE PLAT OF THE SOUTHERN BREEZE SUBDIVISION WITH THE ORIGINAL FEMA TRAILER PARK PLAT AND FIND THE SAME TO BE AN EXACT COPY THEREFORE.

WITNESS OUR SIGNATURES ON THIS _____ DAY OF _____, 2022.

DEPUTY CLERK

LARRY R. SMITH, P.L.S. NO. 2695

SURVEYOR'S CERTIFICATE

I, LARRY R. SMITH, 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.

LARRY R. SMITH, P.L.S. NO. 2695

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.



[Signature] 1st Judicial District
Instrument 2021- 9049 - D- J1
Filed/Recorded 06/28/2021 8:00 AM
Total Fees \$ 26.00
4 Pages Recorded

PREPARED BY:
LAURA F. PAULK, PLLC
16127 Orange Grove Road
Gulfport, MS 39503
228-831-1818
LFP File No.: R2107400
MS Bar No.:10733

STATE OF MISSISSIPPI
COUNTY OF HARRISON

INDEXING INSTRUCTIONS: Pcl in the NE 1/4 of the SW 1/4 of Section 10-7-11, Harrison County, Mississippi

WARRANTY DEED

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

Penny Ladner Rovick, also known as Penny Louise Rovick, also known as Penny L. Ladner, 2510 HWY 53, Perkinson, Mississippi 39573, (228) 697-1871 and Ryan D. Rovick, 4476 CR 4343 Lot 9 Aransas Pass, TX 78336 (205) 746-6633, Grantors

do hereby sell, convey and warrant unto,

Blessed Investments Team, LLC, a Mississippi Limited Liability Company, Post Office Box 2353, Gulfport, MS 39503, (228) 860-2203, Grantee,

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

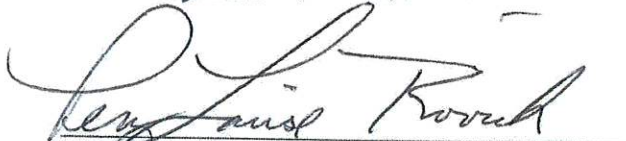
See the attached Exhibit "A" for the legal description.

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

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

The property conveyed herein is no part of the homestead of the Grantors.

WITNESS MY SIGNATURE, this the 26 day of May, 2021.


PENNY LOUISE ROVICK

STATE OF Mississippi
COUNTY OF Hancock

Personally appeared before me, the undersigned Notary Public in and for the above named jurisdiction, the within named, PENNY LOUISE ROVICK, who acknowledged that she signed and delivered the above and foregoing instrument.

Given under my hand and seal, this the 26th D.H. day of May, 2021.


NOTARY PUBLIC



My Commission Expires:

2-5-22

WITNESS MY SIGNATURE, this the 23 day of June, 2021.

Ryan D. Rovick
RYAN D. ROVICK

STATE OF TEXAS

COUNTY OF NUECES

Personally appeared before me, the undersigned Notary Public in and for the above named jurisdiction, the within named, RYAN D. ROVICK, who acknowledged that he signed and delivered the above and foregoing instrument.

Given under my hand and seal, this the 23rd day of June, 2021.

Judy Elizabeth Rodriguez
NOTARY PUBLIC

My Commission Expires:

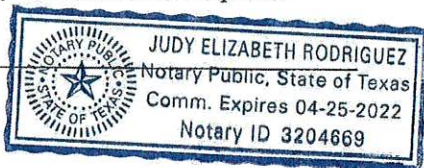


EXHIBIT "A"

TRACT II: (Parcel No. 0808O-02-016.000)

A parcel of land situated in the Northeast quarter of the Southwest quarter of Section 10, Township 7 South, Range 11 West, City of Gulfport, Harrison County, Mississippi said being part of Blocks 14 and 15, Resurvey of Pecan Grove Truck Farms and being further described as follows:

Commencing at a 1/2 inch iron rod found denoting the intersection of the West right of way line of 1st Avenue as per the recorded plat of the Resurvey of Pecan Grove Truck Farms in Plat Book 3 at Page 211 with the existing South right of way line of Dedeaux Road, said rod also being the Northeast corner of the property belonging, now or formerly, to Jeffery and Rita Buck as per Instrument #2005-21506-D-J1; thence run along said South right of way South 89 degrees 46 minutes 52 seconds East for a distance of 15.00 feet to a 1/2 inch iron rod set on the East right of way line of 1st Avenue and the Point of Beginning; thence continue along said South right of way line run South 89 degrees 46 minutes 52 seconds East for a distance of 75.26 feet to a 1/2 inch iron rod set; thence run South 00 degrees 13 minutes 08 seconds West for a distance of 50.00 feet to a 1/2 inch iron rod set; thence run South 89 degrees 46 minutes 52 seconds East for a distance of 75.00 feet to a 1/2 inch iron rod set; thence run North 00 degrees 13 minutes 08 seconds East for a distance of 50.00 feet to a 1/2 inch iron rod set; thence run South 89 degrees 46 minutes 52 seconds East for a distance of 96.10 feet to a 1/2 inch iron rod set; thence departing said South right of way line run South 00 degrees 16 minutes 20 seconds West for a distance of 110.79 feet to a 1/2 inch iron rod set; thence run South 89 degrees 46 minutes 52 seconds East for a distance of 87.00 feet to a 1/2 inch iron rod set; thence run South 00 degrees 16 minutes 20 seconds West for a distance of 110.89 feet to a 1/2 inch iron rod set; thence run South 89 degrees 43 minutes 23 seconds East for a distance of 165.00 feet to a 1/2 inch iron rod set; thence run South 00 degrees 16 minutes 38 seconds West for a distance of 69.37 feet to a 1/2 inch iron rod set; thence run South 89 degrees 43 minutes 22 seconds East for a distance of 126.00 feet to a 1/2 inch iron rod set on the West right of way line of Tanner Road; thence run along said West right of way line South 00 degrees 16 minutes 38 seconds West for a distance of 330.00 feet to a 1/2 inch iron rod set; thence departing said right of way line run North 89 degrees 42 minutes 10 seconds West a distance of 125.83 feet to a 1/2 inch iron rod set; thence run South 00 degrees 23 minutes 48 seconds West for a distance of 640.67 feet to a 1/2 inch iron rod set; thence run North 89 degrees 43 minutes 23 seconds West for a distance of 252.00 feet to a 1/2 inch iron rod set; thence run North 00 degrees 33 minutes 47 seconds East for a distance of 250.00 feet to a 1/2 inch iron rod set; thence North 89 degrees 43 minutes 23 seconds West for a distance of 252.00 feet to a 1 1/2 inch iron pipe found; thence run North 00 degrees 35 minutes 27 seconds East for a distance of 1011.36 feet to the Point of Beginning. Said property being one and the same as Parcel A as described in Instrument Number 2016 9017D-J1 as recorded in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi. Said property is one and the same as Parcel "A" as described in Instrument Number 2016 9017 D-J1 as filed in the Office of the Chancery Clerk of Harrison County, Mississippi, First Judicial District.



1st Judicial District
Instrument 2021-9051 - D-J1
Filed/Recorded 06/28/2021 8:01 AM
Total Fees \$ 28.00
3 Pages Recorded

PREPARED BY:

Law Offices of
LAURA F. PAULK, PLLC
16127 Orange Grove Road
Gulfport, MS 39503
228-831-1818
LFP File No.: 2107400
MS Bar No.: 10733

Return To:

Law Offices of
LAURA F. PAULK, PLLC
16127 Orange Grove Road
Gulfport, MS 39503
228-831-1818
LFP File No.: 2107400

STATE OF MISSISSIPPI

COUNTY OF HARRISON

WARRANTY DEED

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

Ernest E. Ladner and Vonnie L. Ladner as Trustees of The Ernest E. Ladner and Vonnie L. Ladner Revocable Living Trust, Grantor
2510 HWY 53
Perkinston, MS 39573
228-234-2370

do hereby sell, convey and warrant unto

Blessed Investments Team, LLC, a Mississippi Limited Liability Company, Grantee
P.O. Box 2353
Gulfport, MS 39505
228-860-2203,

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

(See Exhibit A attached)

INDEXING INSTRUCTIONS: S 250' of Lots 6 & 7, Blk 15, Pecan Grove Truck Farms Addition Resurvey; Pcl in E 1/2 of SE 1/4 of NW 1/4 of SW 1/4 of Sec. 10-7-11, Harrison Co., MS

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

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

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

WITNESS MY SIGNATURE, this the 25th day of June, 2021.

The Ernest E. Ladner and Vonnie L. Ladner
Revocable Living Trust

Ernest E. Ladner
By: Ernest E. Ladner, Trustee

Vonnie L. Ladner
By: Vonnie L. Ladner, Trustee

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned Notary Public in and for the above named jurisdiction, the within named, Ernest E. Ladner and Vonnie L. Ladner, who acknowledged that they are the Trustees of The Ernest E. Ladner and Vonnie L. Ladner Revocable Living Trust, and that individually and in said representative capacity as Trustees of The Ernest E. Ladner and Vonnie L. Ladner Revocable Living Trust, as its act and deed, they executed the above and foregoing instrument on the day and year therein stated, after first having been duly authorized by said trust so to do.

Given under my hand and seal, this the 25th day of June, 2021.

Candace M. Dye
NOTARY PUBLIC

My Commission Expires:



EXHIBIT A

LEGAL DESCRIPTION

TRACT I: (Parcel No. 0808O-02-015.000 and Parcel No. 0808O-02-019.000)

The South 250 feet of Lots 6 and 7, Block 15, Pecan Grove Truck Farms Addition Resurvey, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

AND ALSO: The East 1/2 of the SE 1/4 of the NW 1/4 of the SW 1/4 of Section 10, Township 7 South, Range 11 West, LESS AND EXCEPT therefrom the right of way now used as a public road, said property being situated in the First Judicial District of Harrison County, Mississippi. (This "And Also" description is specifically for Parcel No. 0808O-02-019.000)

TOGETHER WITH an exclusive, perpetual easement for ingress and egress over the following described property:

The West 35 feet of Lots 5 and 6, Block 14 and the West 35 feet of Lot 5 and the West 35 feet of the North 65 feet of Lot 6, Block 15 of the Re-Survey of Pecan Grove Truck Farm Addition in Section 10, Township 7 South, Range 11 West, Harrison County, Mississippi in Plat Book 6 at Page 21 (Copy Book 3 at Page 211) on file in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

LESS AND EXCEPT that portion of the above described property lying within the new right of way of Dedeaux Road.

LESS AND EXCEPT the South 24.09 feet of the East 10 feet of the West 35 feet of Lot 5, Block 14 and the North 41.42 feet of the East 10 feet of the West 35 feet of Lot 6, Block 14, Re-Survey of Pecan Grove Truck Farm Addition, City of Gulfport, Harrison County, Mississippi.



MISCELLANEOUS PAYMENT RECPT#: 11848810
CITY OF GULFPORT

GULFPORT, MS 39501

DATE: 10/06/22 TIME: 14:51:00
CLERK: cbrown DEPT:
CUSTOMER#:

COMMENT:

CHG: PZD PLANNING AND ZO 505.00

AMOUNT PAID: 505.00

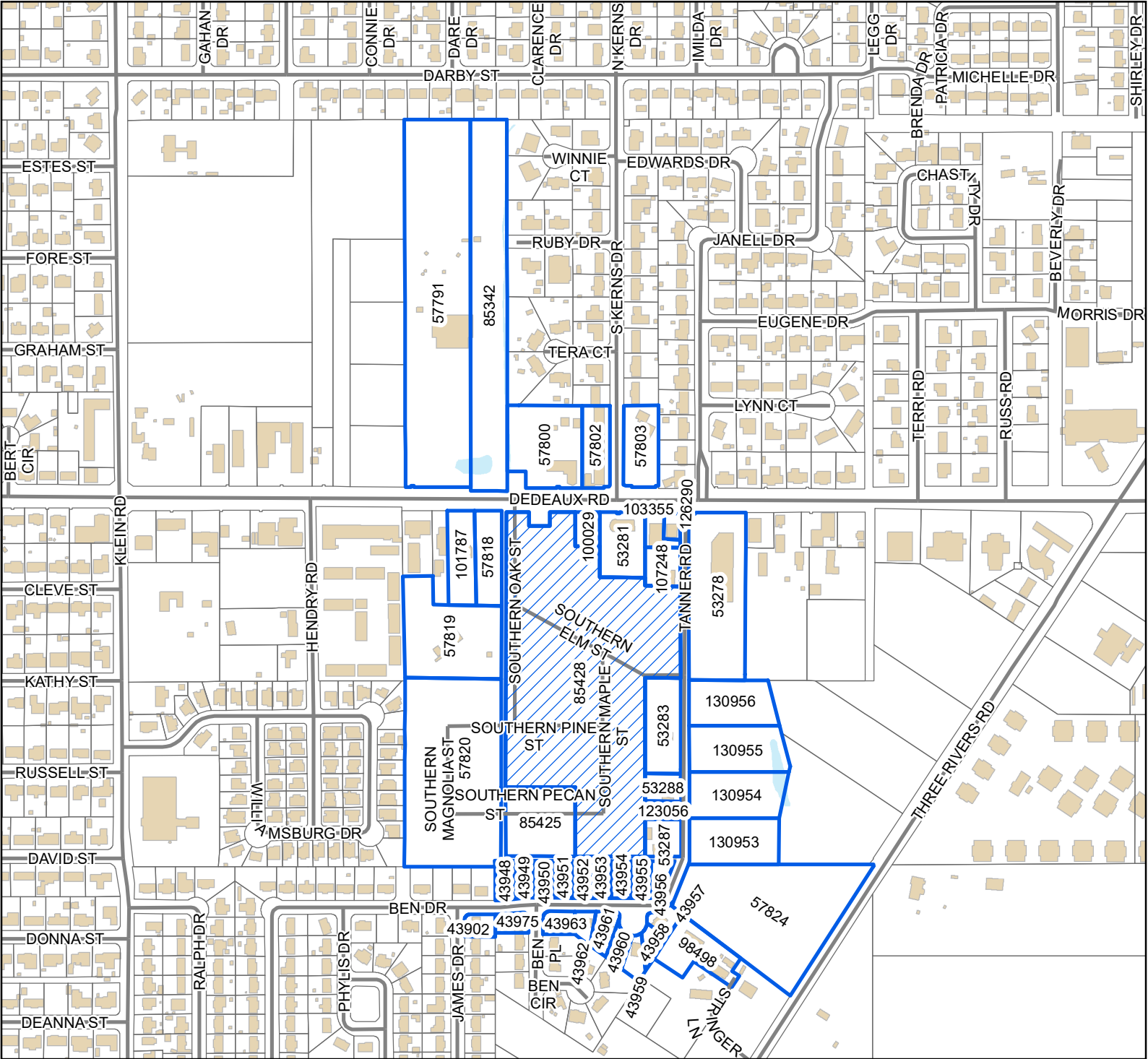
PAID BY: KRISTIAN RIEMANN
PAYMENT METH: CREDIT CARD

REFERENCE:

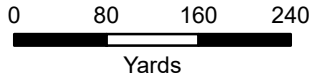
AMT TENDERED: 505.00
AMT APPLIED: 505.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	85428	0808O-02-016.000	WAYNE CARR/GREG WILLIAMS	21680 SAUCIER FAIRELY ROAD	SAUCIER	MS	39574
			ROBERT K. RIEMANN P.E.	3103 5TH AVENUE SUITE B	GULFPORT	MS	39501
N			Adjacent Property Owners (0808O-02-016.000)				
	57800	0808J-03-051.000	ASSEMBLIES OF GOD INC	14374 DEDEAUX RD	GULFPORT	MS	39503
	43975	0808O-01-031.000	BARTON JOSHUA	100 BEN PLACE	GULFPORT	MS	39503
	126290	0808O-02-001.003	BELLWETHER LLC	14335 DEDEAUX ROAD	GULFPORT	MS	39503
	43949	0808O-02-013.000	BENTON GERTRUDE L-ESTATE-	P O BOX 181	MAGEE	MS	39111
	57802	0808J-03-052.000	BH INVESTMENTS LLC	13084 OLD HWY 49	GULFPORT	MS	39503
	43948	0808O-02-014.000	BH INVESTMENTS LLC	11497 HWY 49 N	GULFPORT	MS	39503
	85425	0808O-02-015.000	BLESSED INVESTMENTS TEAM LLC	P O BOX 2353	GULFPORT	MS	39505
N	57820	0808O-02-019.000	BLESSED INVESTMENTS TEAM LLC	P O BOX 2353	GULFPORT	MS	39505
	53278	0808O-01-006.000	BOX PROPERTIES LLC	P O BOX 3475	GULFPORT	MS	39505
	53288	0808O-02-004.000	BROTZMAN DEAN	11157 TANNER RD	GULFPORT	MS	39503
	130954	0808O-01-007.003	BROTZMAN DEAN ELDRED	11157 TANNER RD	GULFPORT	MS	39503
	57818	0808O-02-017.000	BUCK JEFFREY S & RITA J	1930 31ST STREET	GULFPORT	MS	39501
	43963	0808O-01-020.000	CRAWFORD CORA M	172 BEN DR	GULFPORT	MS	39503
	43951	0808O-02-011.000	DEAN ASHLEY N	148 BEN DRIVE	GULFPORT	MS	39503
	43953	0808O-02-009.000	DILL JERRY	327 E 3RD STREET	LONG BEACH	MS	39560
	43952	0808O-02-010.000	DILL JERRY	327 E THIRD ST	LONG BEACH	MS	39560
	43950	0808O-02-012.000	DUCKWORTH MICHAEL L & BARBARA A	146 BEN DR	GULFPORT	MS	39503
	100029	0808O-02-002.001	FAGAN RANDOLPH F & JOEDNA R	9108 W SIMMONS BAYOU	OCEAN SPRINGS	MS	39564
	57803	0808J-02-084.000	FIRST CHRISTIAN CHURCH (DISCIPLES OF CH	14344 DEDEAUX RD	GULFPORT	MS	39503
	43960	0808O-01-017.000	GEER DOUGLAS E & JENELL B	2660 LYON AVE	RIVERSIDE	CA	92503
	57819	0808O-02-018.000	GREENBERG RACHEL S	14417 DEDEAUX RD	GULFPORT	MS	39503
N	57791	0808J-03-024.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	85342	0808J-03-024.001	GULFPORT CITY OF	PO BOX 1780	GULFPORT	MS	39502
	43959	0808O-01-016.000	HALL SHARON ANN	164 BEN DR	GULFPORT	MS	39503
	57824	0808O-01-008.000	HMEM HOLDINGS LLC	12208 PRESERVATION DRIVE	GULFPORT	MS	39503
	43961	0808O-01-018.000	JOHNSON BENJAMIN E	168 BEN DR	GULFPORT	MS	39503
	107248	0808O-02-001.002	JOHNSON MARK & DEBORAH A	11237 B TANNER RD	GULFPORT	MS	39503
	53283	0808O-02-003.000	JONES ALBERT H & ANTOINETTE A	PO BOX 1135	LONG BEACH	MS	39560
	98498	0808O-01-013.002	KORPITA REBECCA STRINGER	14362 STRINGER LANE	GULFPORT	MS	39503
	130953	0808O-01-007.002	LOGAN MULTICRAFT LLC	2205 JOHN HILL BLVD STE C	GULFPORT	MS	39501
	43962	0808O-01-019.000	MCCREARY TRACY D	170 BEN DR	GULFPORT	MS	39503
	130955	0808O-01-007.004	MINGOTI JEFFERSON	15361 HAVERSHAM PL	D'IBERVILLE	MS	39540
	43956	0808O-02-006.000	MUNGER MONTE D ETAL	156 BEN DR	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	53281	08080-02-002.000	PERRY PROPERTY HOLDINGS LLC	14355 DEDEAUX RD	GULFPORT	MS	39503
	103355	08080-02-001.001	RED CREEK PROPERTIES LLC	14335 DEDEAUX ROAD	GULFPORT	MS	39505
	43957	08080-01-014.000	RICHARD KEITH E & MARILYN K	160 BEN DR	GULFPORT	MS	39503
	43902	08080-01-032.000	RIGSBY CLARANCE E -L/E-	152 JAMES DR	GULFPORT	MS	39503
	101787	08080-02-017.001	SAUCIER JACKIE HENDRY -L/E-	14411 DEDEAUX RD	GULFPORT	MS	39503
	43954	08080-02-008.000	SMITH BARBARA G	1304 PAVILION LANE	HORSESHOE BEND	AR	72512
	130956	08080-01-007.005	SUPERIOR LAWN & GARDEN LLC	2110 RUSTWOOD DR	BILOXI	MS	39532
	53287	08080-02-005.000	TAYLOR BERNICE	11141 TANNER RD	GULFPORT	MS	39503
	43955	08080-02-007.000	TTLBL LLC	4747 EXECUTIVE DR STE 510	SAN DIEGO	CA	92121
	43958	08080-01-015.000	UMBRELLA PROPERTIES LLC	158 UNION TURNPIKE	HUDSON	NY	12534
	123056	08080-02-005.001	WRIGHT MICHAEL D & BRENDA C	11149 TANNER RD	GULFPORT	MS	39503



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



1 inch = 500 feet



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

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:
IPL0096113

Order Status:
Submitted

Classification:
Legals & Public Notices

Package:
BLX - Legal Ads

Final Cost:
81.72

Payment Type:
Account Billed

User ID:
IPL0024925

ACCOUNT INFORMATION

GULFPORT URBAN DEVELOPMENT IP
PO BOX 1780
GULFPORT, MS 39502
228-868-5705
AccountsPayable@gulfport-ms.gov
GULFPORT URBAN DEVELOPMENT

TRANSACTION REPORT

Date
October 27, 2022 11:41:15 AM EDT

Amount:
81.72

SCHEDULE FOR AD NUMBER IPL00961130

November 2, 2022
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL00961130**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, November 17, 2022 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2211PC194, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests for outdoor entertainment venue, 942 1/2 Beach Blvd, Zoned T5 (Urban Center Zone), Ward 2

Zoning Map Amendment 2211PC195, by owner Daniel Conwill IV, tax parcel 1011D-03-008.000, Requests rezone from T5 (Urban Center Zone) to T6 (Urban Core Zone), 942 1/2 Beach Blvd, Ward 2

Planning Commission Approval 2211PC196, by owner Jermille Johnson, tax parcel 0810B-03-099.000, Requests mobile home use, W Virginia Ave, Zoned R-1-5 (Single-family), Ward 3

Zoning Map Amendment 2211PC198, by agent Jorge Vargas, tax parcel 1007M-01-038.000, Requests to rezone from R-B (Residence-business) to R-E (Residence estate), 13062 Sheldon St, Zoned R-B (Residence-business), Ward 6

Planning Commission Approval 2211PC199, by agent Terrell Roddy, tax parcel 0808D-04-004.000, Requests to allow a medical dispensary use, 12407 HWY 49 N, Zoned B-4 (Highway business), Ward 7

Special Exception 2211SE200, by agent Adeeb Botros, tax parcel 0810C-03-059.000, Requests liquor store use, 8304 HWY 49 B, Zoned B-4 (Highway business), Ward 3

Planning Commission Approval 2211PC201, by owners Barry & Theresa Weyland, tax parcel 1010E-03-007.015, Request home occupation for real estate office, 927 Old Towne St, Zoned T3 (Sub-Urban Zone), Ward 4

Zoning Map Amendment 2211PC202, by agent Joyce Unsworth, tax parcel 0710O-02-102.002, Requests to rezone from B-1 (Neighborhood business) to R-B (Residence-business), 4809 29th St, Zoned B-1 (Neighborhood business), Ward 1

Planning Commission Approval 2211PC203, by agent Doug Hanson, tax parcel 0811G-03-033.000, Request home occupation for mobile windshield repair business, 1632 2nd St, Zoned T4L (General Urban Zone "Limited"), Ward 2

Appeals 2211PC204, by owners 3112 Pass Rd LLC & Ronald Fremin II, tax parcel 0811D-04-009.000, Requests metal exterior on facility, 3112 Pass Road, Zoned I-1 (Light Industry), Ward 1

Planning Commission Approval 2211PC205, by owners Yolanda & Marcus Stubbs, tax parcel 0908J-01-036.000, Requests home occupation for mobile notary use, 20 Joanna Lane, R-1-10 (Single-family) Ward 6

Zoning Map Amendment 2211PC206, by owners Incia Hernandez & Wilson Martinez, tax parcel 0910N-01-018.001, Request to rezone from B-2 (General Business) to R-B (Residence Business), 3205 F Ave, Zoned B-2 (General Business), Ward 4

Zoning Map Amendment 2211PC207, by agent J. William Williams, tax parcels 0708P-01-004.007 & 0708P-01-006.000, Requests to rezone from R-1-15 (Single-family) to B-2 (General business), 11261 Old Highway 49, Zoned R-1-15 (Single-family), Ward 7

Resubdivision 2211PC208, by agent Heinrich & Associates, LLC, tax parcel 0807E-01-001.000, Divide into two new parcels, 15361 S Swan Rd, Zoned R-1-15 (Single-family), Ward 7

Zoning Map Amendment 2211PC209, by agent Robert Reimann, tax parcel 0809B-03-017.000, Requests to rezone from I-2 (Heavy Industry) to R-3 (General residence), River Ten Rd & Klein Rd, Zoned I-2 (Heavy Industry), Ward 7

Planning Commission Approval 2211PC210, by agent Addison Bell,

Planning Commission Approval 2210PC190, by agent Addison Reimann, tax parcel 0809K-02-002.001, Request approval to allow a medical dispensary use, Creosote Rd, B-4 (Highway business), Ward 3

Final Plat 2211PC211, by agent Robert Reimann, tax parcels 0808O-02-016.000, 0808O-02-019.000, 0808O-02-015.000, Approval of Final Plat for 63-lot subdivision (Southern Breeze Subdivision) with 3 outparcels, Dedeaux Rd & Tanner Rd, Zoned R-1-5 (Single-family) & B-2 (General business), Ward 5

Planning Commission Approval 2210PC190, by agent John Ravenscroft, tax parcel 0811B-01-037.000, Requests automotive sales of less than 50 vehicles & automotive laundry use, 2601 15th Ave, Zoned B-2 (General business), Ward 3

This the 26th day of October, 2022
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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

RE: Final Plat 2211PC211, by agent Robert Reimann, tax parcels 0808O-02-016.000, 0808O-02-019.000, 0808O-02-015.000, Approval of Final Plat for 63-lot subdivision (Southern Breeze Subdivision) with 3 outparcels, Dedeaux Rd & Tanner Rd, Zoned R-1-5 (Single-family) & B-2 (General business), 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, November 17, 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, November 17, 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.