

AGENDA
ZONING BOARD OF ADJUSTMENT AND APPEALS
CITY HALL COUNCIL CHAMBERS
THURSDAY, MAY 18, 2023 AT 3:00 PM

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

F1. Zoning Board Meeting - April 20, 2023

G. Hearing of Cases

G1. Public Declaration of Appeal Process of Chairman

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

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

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

G3. Routine Agenda

1. Special Exception 2304SE038:
(Postponed to May Meeting):

Special Exception 2304SE038, by agent Kenyetter Johnson, is seeking approval for day care use, Tax Parcel 0808L-04-001.001, 15487 Oak Ln, Zoned B-4 (Highway Business), Ward 7

2. Variance 2305ZB044:

Variance 2305ZB044, by owner Lori West, seeking approval to allow for a 11-foot front yard setback where 25-feet is required, Tax Parcel 0811C-05-018.000, 2615 25th ave, Zoned B-2 (General business), Ward 3.

3. Variance 2305ZB045:

Variance 2305ZB045, by owner David Ray Roundtree, seeking approval for an additional accessory structure, Tax Parcel 0911D-07-044.000, 2222 Cypress Ave, Zoned R-1-7.5(Single family) Ward 2

4. Variance 2305ZB048:
(Withdrawn By Administration)

5. Special Exception 2305SE050:

Special Exception 2305SE050, by agent Twila Johnson, seeking approval for a child day care use, Tax Parcel 0808E-04-001.001, 12259 Hwy 49 Suite A, Zoned B-4 (Highway Business), Ward 7

H. Adjournment

MINUTES

ZONING BOARD OF ADJUSTMENT AND APPEALS MEETING

Thursday, April 20, 2023 3:00 P.M.

GULFPORT CITY COUNCIL CHAMBERS

- A. **Prayer**: The Zoning Board led a prayer.
- B. **Pledge of Allegiance**: The Pledge of Allegiance was recited.
- C. **Call to Order**: The meeting of the Planning Commission was called to order at **3:05 pm**.
- D. **Determination of a Quorum**:

BOARD MEMBERS PRESENT:

MARY ANN WIGINGTON
NATHAN BODDIE
LESLIE NORTH
JONATHAN MARSHALL
MICHAEL DANIELS
ROBERT PHARR

BOARD MEMBERS ABSENT:

NONE

STAFF MEMBERS PRESENT:

SU-LIN FEATHERSTON
KEVIN BROWN
SAMUEL SWEETING
MATILDA WELCH

COURT REPORTER:

NORMA SOROE

E. Confirmation of Agenda:

F. Approval of Minutes:

Motion by **Mr. Marshall** and seconded by **Mr. Pharr** to approve Minutes of the **February 16, 2023**, Zoning Board meeting was carried unanimously.

G. Hearing of cases:

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

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

G3. Routine Agenda:

1. Variance 2304ZB032:

Variance 2304ZB032; by agent Peter Vicari, seeking approval to allow for a 15-foot front yard setback where 50-feet is required, Tax Parcels 1011C-01-010.000, 1011C-01-011.000, 1011C-01-011.145, 1011C-01-013.000, 1010N-04-032.000, Zoned T5 (Urban Center) & T6 (Urban Core), Ward 2

Speaking for the Petition: Peter Vicari

Speaking against the Petition: John Douglas (Other), Beth Kroupa (Other)

Motion: Mr. Boddie-to approve applicant's request with conditions of a 20-foot front setback instead of 15 feet

Second: Mr. Marshall

Leslie North	- Acting Chair -
Mary Ann Wiginton	- Nay
Michael Daniels	- Nay
Robert Pharr	- Nay
Nathan Boddie	- Yea
Jonathan Marshall	- Yea

Action: Motion failed 3-2

2. Variance 2304ZB035:

Variance 2304ZB035, by agent Elliott Homes, seeking approval to allow for a 5-foot front and side yard setbacks, reduction of minimum required lot size of 7,500 square feet to 5,000 square feet, and of entire site coverage of 50% while lot coverage will be 45%, Tax Parcel 1010O-02-050.000, 1856 Beach Drive, Zoned R-1-7.5 (Single-family), Ward 2

Speaking for the Petition: Brandon Elliot, Donovan Scruggs, Josh Flemings, Mark Cumbest

Speaking against the Petition: Sean Tindell, Larry Horton, Ken Kroupa, Howard Page, Coral McDaniel, Charles Hite, Roger Brokaw, Shirley Godsey, Beth Kroupa, Brent Warr, Malcolm Jones, John Douglas, Richard Johnson, Tim Herchenhan

Motion: Mr. Pharr-to deny applicant's request

Second: Mrs. Wigington

Leslie North	- Acting Chair -
Mary Ann Wiginton	- Yea
Michael Daniels	- Yea
Robert Pharr	- Yea
Nathan Boddie	- Nay
Jonathan Marshall	- Yea

Action: Motion carried 4-1

**3. Special Exception 2304SE038:
(Deferred to May meeting)**

Special Exception 2304SE038, by agent Kenyetter Johnson, is seeking approval for day care use, Tax Parcel 0808L-04-001.001, 15487 Oak Ln, Zoned B-4 (Highway Business), Ward 7

Speaking for the Petition:

Speaking against the Petition:

Motion:

Second:

Leslie North	-Acting Chair -
Mary Ann Wiginton	-
Michael Daniels	-
Robert Pharr	-
Nathan Boddie	-
Jonathan Marshall	-

Action:

4. Variance 2304ZB043:

Variance 2304ZB043, by owner Highland Lake Townhomes, LLC, seeking approvals for allowance of building height of 16 feet fence/wall exceeding the 6 feet height limit, and for sign height of 10 feet exceeding height limit of 6 feet, Tax Parcel 1008F-01-001.000, 0 Ollie Rd, Zoned R-B (Residence Business), Ward 6

Speaking for the Petition: Kenneth Jones

Speaking against the Petition:

Motion: Mr. Marshall-to approve applicant’s request

Second: Mr. Boddie

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

Action: Motion carried unanimously

Adjournment:

Motion by **Mr. Boddie** to adjourn the meeting was seconded by **Mrs. Wiginton** and carried unanimously. The meeting adjourned **5:00 p.m.**

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

Nathan Boddie, Secretary

Date: _____

MEMORANDUM

To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Su-Lin Featherston, Planning Administrator
Urban Development Department

Date of Hearing: May 18, 2023

Re: Public Declaration of Appeal Process of Chairman

MEMORANDUM

To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Su-Lin Featherston, Planning Administrator
Urban Development Department

Date of Hearing: May 18, 2023

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

MEMORANDUM

To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Su-Lin Featherston, Planning Administrator
Urban Development Department

Date of Hearing: May 18, 2023

Re: Routine Agenda

MEMORANDUM

To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Su-Lin Featherston, Planning Administrator
Urban Development Department

Date of Hearing: May 18, 2023

Re: Special Exception 2304SE038:
(Postponed to May Meeting):

Special Exception 2304SE038, by agent Kenyetter Johnson, is seeking approval for day care use, Tax Parcel 0808L-04-001.001, 15487 Oak Ln, Zoned B-4 (Highway Business), Ward 7

Technical Report

SPECIAL EXCEPTION

GENERAL INFORMATION

Case File Number: 2304SE038

Hearing Date: Zoning Board May 18, 2023
 Planning Commission May 25, 2023

Current Zoning/Use: B-4 / Commercial Structure

Legal: Special Exception 2304SE038; by agent Kenyetter Johnson, is seeking approval for day care use, Tax Parcel 0808L-04-001.001, 15487 Oak Ln, Zoned B-4 (Highway Business), Ward 7

TECHNICAL DETAILS

The applicant requests special exception for a day care use located at 15487 Oak Ln. Hours of operation will be Monday thru Friday from 6:00 a.m. to 6:00 p.m. As proposed, the site plan accommodates ample off-street turn-around space. In addition, there are established commercial buildings at this location, and the applicant states that there are no issues with utilities, access, or parking.

EXECUTIVE SUMMARY

There are established commercial buildings at this location, and the applicant states that there are no issues with utilities, access, or parking. The use would be in harmony with the existing neighborhood due to there is currently a hair clinic, orthodontic office, Alpha Best Education office, and other businesses within the same complex. Based on the site & surrounding area this use would be valuable to the existing neighborhood and meet the minimum requirements for the site.

Any approval should consider these conditions:

1. Must meet all current building Codes and City of Gulfport Ordinances.
2. Change of use to (I-4) Occupancy Classification. Must have complete (Smoke Detection Coverage) Fire Alarm. All Childcare Rooms must have exit doors (Direct) to Exterior or be protected by Automatic Sprinkler.
3. Special exception for a daycare use must be approved by the Zoning Board and Planning Commission.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 04/11/2023.

Public Works: No conditions. Memo dated 04/06/2023.

Traffic and Safety: No conditions. Memo dated 04/05/2023.

Technical Report

SPECIAL EXCEPTION

Building Code Services: Must meet all current building Codes and City of Gulfport Ordinances. Memo dated 03/30/2023.

GIS: No conditions. Memo dated 03/31/2023.

Police Department: No conditions. Memo dated 03/31//2023.

Fire Department: Change of use to (I-4) Occupancy Classification. Must have complete (Smoke Detection Coverage) Fire Alarm. All Childcare Rooms must have exit doors (Direct) to Exterior or be protected by Automatic Sprinkler. Memo dated 03/30/2023.

City Arborist: No conditions. Memo dated 03/30/2023.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Holmes
Director of Urban Development Department



Technical Report

SPECIAL EXCEPTION

GENERAL INFORMATION

Case File Number: 2304SE038

Hearing Date: Zoning Board April 20, 2023
Planning Commission April 27, 2023

Current Zoning/Use: B-4 / Commercial Structure

Legal: Special Exception 2304SE038; by agent Kenyetter Johnson, is seeking approval for day care use, Tax Parcel 0808L-04-001.001, 15487 Oak Ln, Zoned B-4 (Highway Business), Ward 7

TECHNICAL DETAILS

The applicant requests special exception for a day care use located at 15487 Oak Ln. Hours of operation will be 6:00 a.m. to 6:00 p.m. As proposed, the site plan accommodates ample off-street turn-around space. In addition, there is an established commercial building at this location, and the applicant states that there are no issues with utilities, access, or parking.

EXECUTIVE SUMMARY

There is an established commercial building at this location, and the applicant states that there are no issues with utilities, access, or parking. The use would be in harmony with the existing neighborhood due to there is currently a hair clinic, orthodontic office, Alpha Best Education office, and other businesses within the same complex. The staff recommendation is to approve the request.

Any approval should consider these conditions:

1. Must meet all current building Codes and City of Gulfport Ordinances.
2. Change of use to (I-4) Occupancy Classification. Must have complete (Smoke Detection Coverage) Fire Alarm. All Childcare Rooms must have exit doors (Direct) to Exterior or be protected by Automatic Sprinkler.
3. Special exception for a daycare use must be approved by the Zoning Board and Planning Commission.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 04/11/2023.

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Technical Report

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City Arborist:

No conditions. Memo dated 03/30/2023.

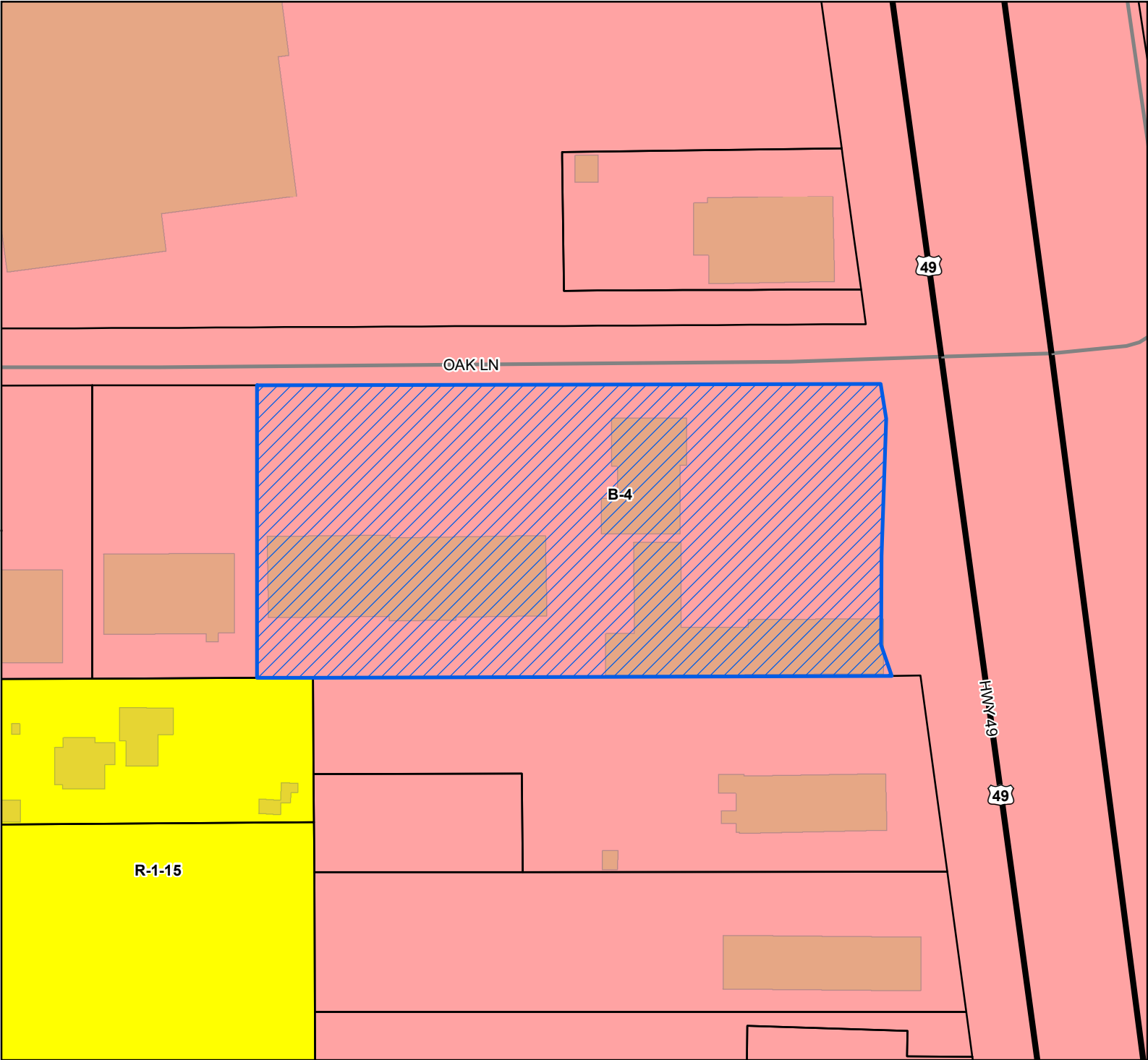
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Ryan Merrill
Director of Urban Development Department





 Site

 US or State Highway

 Street

 Parcels

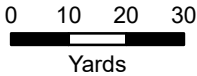
 Buildings

Zoning

 B-4 - Highway Business District

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

Site Information
0808L-04-001.001
Zoning: B-4 (Highway Business District)
Size: 2.18 acres
Flood: X



1 inch = 100 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

Case Number
2304SE038

Zoning Board of Adjustments and Appeals Application

REQUESTED ACTION BY THE ZONING BOARD OF ADJUSTMENTS AND APPEALS

(A separate submission form is required for each request):

☐	Appeal of Planning Administrator
☐	Excessive Height
☒	Fence Variance
☐	Special Exception
☐	Variance

Tax Parcel Numbers

0	8	0	8	L	-	0	4	-	0	0	1	.	0	0	1					-										
					-							.								-						.				
					-							.								-						.				

Property Address: 15487 OAK LN PLACE, GULF PORT, MS

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. We can only accept applications with original signatures.

OWNER

RIA PROPERTIES AZ LLC
RAMIRO RODRIGUEZ

Printed Name of Owner

614 CRESCENT LN

Mailing Address

MADERA CA 93636

City State Zip code

(928) 210-2085

Home Phone

Work/Cell Phone

ramiro.rodriguez@hotmail.com

Email

Signature of Owner

AGENT

KENYETTER Johnson

Printed Name of Agent

11090 AMBER DRIVE

Mailing Address

Diberville MS 39540

City State Zip code

240 412 9674 228 207 7270

Home Phone

Work/Cell Phone

With your child in mind@gmail.com

Email

Signature of Agent

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) Ramiro Rodriguez

ADDRESS (STREET, CITY, STATE, ZIP CODE) 614 CRESCENT LN MADERA CA 93636

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

TAX PARCEL NUMBER(S) OWNED 0808L-04-001.001

SIGNATURE: _____

NAME OF OWNER (PRINT) Gloria E. Alvarado

ADDRESS (STREET, CITY, STATE, ZIP CODE) 614 CRESCENT LN MADERA CA 93636

PHONE # (H) _____ (WK/CELL) 928 503-9090

TAX PARCEL NUMBER(S) OWNED 0808L-04-001.001

SIGNATURE: _____

NAME OF OWNER (PRINT) Susana G. Rodriguez

ADDRESS (STREET, CITY, STATE, ZIP CODE) 614 CRESCENT LN Madera, CA 93636

PHONE # (H) _____ (WK/CELL) 601-818-0348

TAX PARCEL NUMBER(S) OWNED 0808L-04-001.001

SIGNATURE: _____

ARTICLES OF AMENDMENT TO ARTICLES OF ORGANIZATION

LIMITED LIABILITY COMPANY

ENTITY INFORMATION

ENTITY NAME: RIA PROPERTIEZ AZ LLC
ENTITY ID: 23226372
ENTITY TYPE: Domestic LLC
PERIOD OF DURATION: Perpetual
PROFESSIONAL SERVICES:
CHARACTER OF BUSINESS: Real Estate and Rental and Leasing
MANAGEMENT STRUCTURE: Manager-Managed

NEW NAME

No name change

STATUTORY AGENT INFORMATION

STATUTORY AGENT NAME: Ramiro Rodriguez
PHYSICAL ADDRESS: 2144 S. Maple Ave, YUMA, AZ 85364
MAILING ADDRESS: 2144 S. Maple Ave, YUMA, AZ 85364

KNOWN PLACE OF BUSINESS

Att: Ramiro Rodriguez, 2144 S. Maple Ave, YUMA, AZ 85364

PRINCIPALS

Manager: Ramiro Rodriguez - 2144 S. Maple Ave, YUMA, AZ, 85364, USA - ramiro_rodri@hotmail.com - Date of Taking Office:

Member: Gloria Esther Alanis - 2789 W 31st St, YUMA, AZ, 85364, USA - gealanis22@yahoo.com - Date of Taking Office:

Member: Susana Rodriguez - 2144 S. Maple Ave, YUMA, AZ, 85364, USA - ramiro_rodri@hotmail.com - Date of Taking Office:

SIGNATURE

Manager: Ramiro Rodriguez - 06/25/2021

RIA Propertiez AZ LLC is adding Gloria E Alanis as a Member

With Address at:

2789 W 31st St

Yuma, AZ 85364

All Other terms to remain the same.



Designation of Agent

I, Ramiro Rodriguez, being property owner of 0808L-04-001.001
PRINT NAME PRIMARY ADDRESS OR PARCEL
 which is the subject of this application hereby authorize Kenyetta Johnson 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

2/22/23
 Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the _____ day of _____, 20____

see Attached Ca. Notary Page

Notary Public

Commission Expiration

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

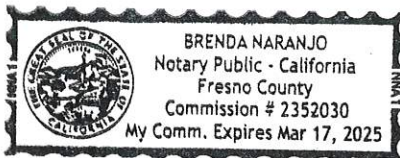
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Fresno)
 On Feb 22, 2023 before me, Brenda Naranjo, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Ramiro Rodriguez
 Name(s) of Signer(s)

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 Brenda Naranjo
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Designation of Agent
 Document Date: 2-22-2023 Number of Pages: 1
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Ramiro Rodriguez
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☒ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: Self

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____



Covenant Affidavit

I, Rafino Rodriguez, being owner or agent of the property 0808L-04-001.001
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

2/22/23
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the _____ day of _____, 20____

see Attached Ca. Notary
Notary Public

Commission Expiration

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1
2
3
4
5
6

[Signature]
 Signature of Document Signer No. 1

[Signature]
 Signature of Document Signer No. 2 (if any)

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

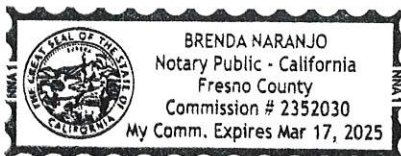
State of California
 County of Fresno

Subscribed and sworn to (or affirmed) before me
 on this 22 day of February, 2023
 by Date Month Year

(1) Ramiro Rodriguez
 (and (2) _____),
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.

Signature Brenda Naranjo
 Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Covenant Affidavit Document Date: 2-22-2023
 Number of Pages: 1 Signer(s) Other Than Named Above: _____



Covenant Affidavit

I, SUSANA RODRIGUEZ, being owner or agent of the property 0808 L-04-001.001
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]
Signature

4/21/2023
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the _____ day of _____, 20____

Notary Public

Commission Expiration

SEE ATTACHED DOCUMENT

ACKNOWLEDGMENT

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

State of California

County of FRESNO

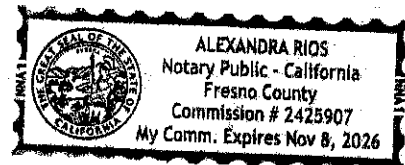
On APRIL 21, 2023 before me, ALEXANDRA RIOS NOTARY
(insert name and title of the officer)

personally appeared SUSANA GUADALUPE RODRIGUEZ
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 Alexandra Rios (Seal)





Designation of Agent

I, SUSANA RODRIGUEZ, being property owner of 0808L-04-001.001
PRINT NAME PRIMARY ADDRESS OR PARCEL
 which is the subject of this application hereby authorize KENYETTER JOHNSON 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

4/21/2023

Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the _____ day of _____, 20____

Notary Public

Commission Expiration

SEE ATTACHED DOCUMENT

ACKNOWLEDGMENT

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

State of California

County of FRESNO

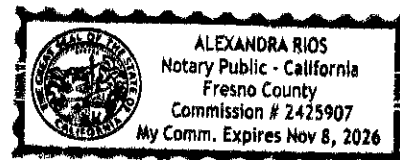
On April 21, 2023 before me, Alexandra Rios Notary
(insert name and title of the officer)

personally appeared Susana Guadalupe Rodriguez
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 Alexandra Rios (Seal)





Designation of Agent

RIA PROPERTIES AE LLC

I, *GLORIA EALANIS*, being property owner of *0808 L-04-001.001*
PRINT NAME PRIMARY ADDRESS OR PARCEL
 which is the subject of this application hereby authorize *KENYETTER Johnson* 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.

[Handwritten Signature]
 Signature

4/18/2023

4/18/2023

Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the _____ day of _____, 20____

 Notary Public

 Commission Expiration

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Fresno

On April 8, 2023 before me, Janelle Harris NOTARY PUBLIC

Date

Here Insert Name and Title of the Officer

personally appeared Damin Rodriguez and

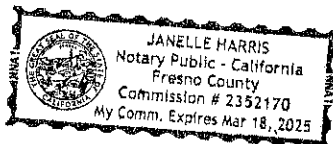
Name(s) of Signer(s)

Gloria E Alanis

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 Janelle Harris
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: COVENANT AFFIDAVIT

Document Date: 4/18/2023

Number of Pages: 1

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: RAMIRO RODRIGUEZ

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☒ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: RIA PROPERTIES AZ LLC

Signer's Name: GLORIA E. ALANIS

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☒ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



Covenant Affidavit

I, RIA PROPERTIES AZ LLC
& GLORIA & ALANIS, being owner or agent of the property 0808 L-04-001.001
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]
Signature

4/18/2023 4/18/2023
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the _____ day of _____, 20____

Notary Public

Commission Expiration

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Fresno

On April 18, 2023 before me, Janelle Harris NOTARY PUBLIC

personally appeared Ramin Rodriguez and Here Insert Name and Title of the Officer

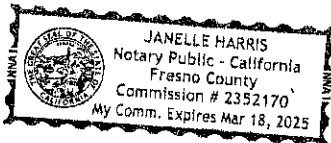
Gloria E. Alanis

Name(s) of Signer(s)

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 Janelle Harris
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: DESIGNATION OF AGENT

Document Date: 4/18/2023

Number of Pages: 1

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Ramin Rodriguez

☐ Corporate Officer — Title(s): _____

☐ Partner — ☒ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: RIA PROPERTIES AZ LLC

Signer's Name: GLORIA E. ALANIS

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☒ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land situated in the Northwest One-Fourth of the Northwest One-Fourth (NW 1/4 of the NW 1/4) of Section 9, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit: Commencing at the Northwest corner of Section 9, Township 7 South, Range 11 West, and thence run North 89 degrees 27 minutes 30 seconds East along the North line of said Section 9 a distance of 35.0 feet to an iron rod; thence run North 89 degrees 27 minutes 30 seconds East along the North line of Section 9 a distance of 354.71 feet to the POINT OF BEGINNING; thence run North 89 degrees 27 minutes 30 seconds East along said section line a distance of 452.72 feet to a point situated on the West right-of-way line of U.S. Highway 49; thence run South 07 degrees 45 minutes 25 seconds East along said right-of-way a distance of 211.68 feet to a point; thence run South 89 degrees 27 minutes 32 seconds West a distance of 481.15 feet to a point; thence run North 00 degrees 02 minutes 17 seconds West a distance of 210.01 feet to the Point of Beginning. Said parcel contains 2.25 acres, more or less.

STATE OF MISSISSIPPI
COUNTY OF HARRISON

**CONSENT OF THE MEMBERS OF
RIA PROPERTIEZ AZ, LLC.**

The undersigned, being all of the members in RIA PROPERTIEZ AZ LLC, an Arizona limited liability company (the "Company"), do hereby acknowledge, represent and consent as follows:

A. The undersigned members are all of the members of the Company. The Company will purchase the real property described on the attached Exhibit A (the "Real Property").

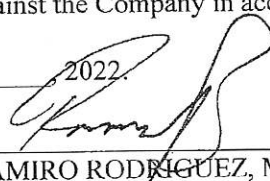
B. The undersigned members hereby consent to and authorize the Company to purchase the Real Property from GRYDER'S AT "OAK LANE PLACE", LLC ("Seller") for the sum of \$2,200,000.00, pursuant to the terms of the Contract for the Sale and Purchase of Real Estate (the "Contract") dated August 5, 2022, to finance the purchase with a loan from The Peoples Bank, Biloxi, Mississippi, in the amount of \$1,540,000.00 and to execute and deliver whatever documents and take whatever steps are necessary to consummate the purchase and loan contemplated by the Contract, including but not limited to executing and delivering all warranty deeds, deed of trusts, assignments of leases and any and all other documents (the "Closing Documents") required for the purpose of purchasing all of the Sellers's right, title and interest in and to the Real Property and financing the purchase with The Peoples Bank, Biloxi, Mississippi.

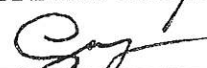
C. The Company is a limited liability company formed under, validly existing and in good standing under the laws of the State of Arizona, is qualified to do business in each other jurisdiction where the conduct of its business or the ownership of its properties requires such qualification and has full power, authority and legal right to execute and deliver the Sale Documents and to perform the obligations under the terms of the Contract.

D. The execution, delivery and performance by the Company of the Sale Documents have been duly authorized by all necessary membership action of the Company, do not require any further membership approval or the approval or consent of any trustee or the holders of any indebtedness of the Company, do not contravene any law, regulation or order binding on the Company or the operating agreement, and do not contravene the provisions of or constitute a default under any indenture, mortgage, contract or other agreement or instrument to which the Company is a party or by which the Company or any of its properties may be bound or affected.

E. The Sale Documents when executed by the Ramiro Rodriguez, Manager of the Company, on behalf of the Company, will have been duly executed and delivered by the Company and will constitute the legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms.

DATED this the 17 day of October, 2022.


RAMIRO RODRIGUEZ, Member


SUSANA RODRIGUEZ, Member

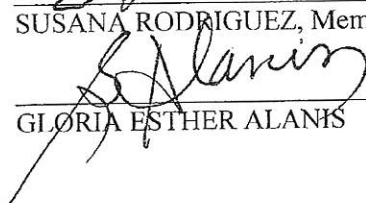

GLORIA ESTHER ALANIS

Exhibit A: Legal Description
Exhibit B: Articles of Organization

I am requesting a special exception
for a childcare center use.

The hours of operation will be
Monday thru Friday 6:00am-6:00pm.

WRITTEN STATEMENT
TO
ZONING BOARD

- 1) THE SITE ALREADY HAS INGRESS AND EGRESS FROM A PUBLIC RIGHT OF WAY.
- 2) THE SITE HAS A PARKING LOT WITH STRIPED PARKING FOR PROPOSED BUSINESSES.
- 3) WILL BE UTILIZING THE PROVIDED DUMPSTER ON SITE.
- 4) THE EXISTING COMMERCIAL BUILDING ALREADY HAS WATER AND SEWER UTILITIES.
- 5) THERE IS A FENCE THAT PROVIDES SCREENING FROM THE ADJACENT RESIDENTIAL PROPERTY.
- 6) WE ARE NOT DOING ANY ADDITIONAL SIGNAGE.
- 7) STATE REQUIRES AN OUTSIDE PORTION TO BE FENCED IN FOR OUTDOOR PLAY.
- 8) WE ARE SURROUNDED BY COMMERCIAL ZONING AND PART OF THE COMMERCIAL CORRIDOR.
- 9) SPECIAL EXCEPTION WILL BE IN HARMONY WITH COMMERCIAL USE BECAUSE IT IS IN COMMERCIAL ZONING.

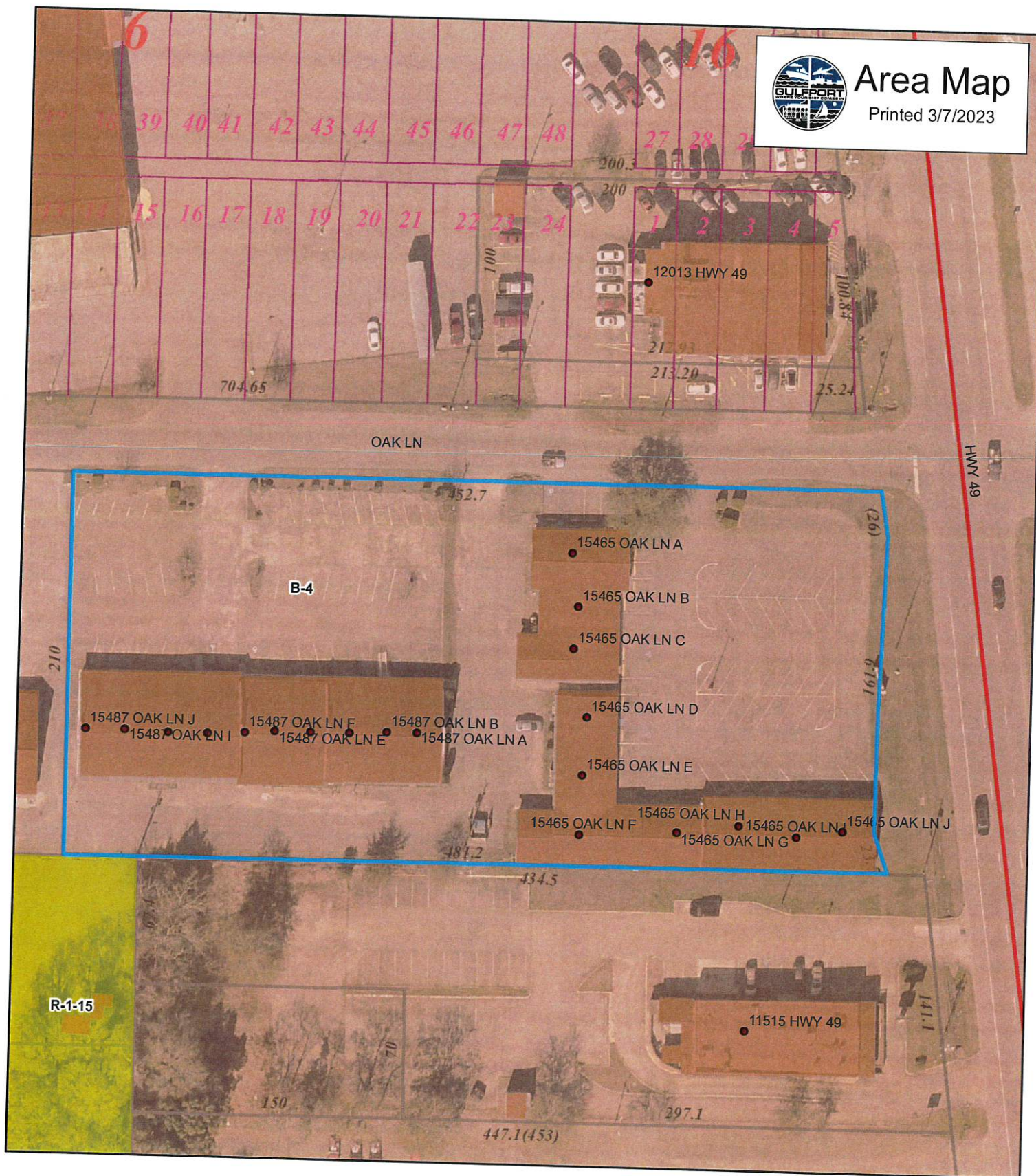
WRITTEN STATEMENT
TO
PLANNING COMMISSION

- 1) INGRESS AND EGRESS OFF OF PUBLIC HIGHWAY HAS ALREADY BEEN PROVIDED.
- 2) THE SITE ALREADY HAS EXISTING HOOK UP TO WATER AND SEWER UTILITY LINES.
- 3). WE ARE NOT ASKING FOR ANY ADDITIONAL FIRE/POLICE SERVICES.
- 4) WE ALREADY HAVE ON SITE PARKING THAT IS AVAILABLE TO THE COMMERCIAL DEVELOPMENT.



Area Map

Printed 3/7/2023



Harrison_HughRes_2020.sid

	RGB
Addresspoints	Red: Band_1
Principal Arterial	Green: Band_2
Minor/Residential	Blue: Band_3
WaterFeatures	
Parcels	



1 inch = 70 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.

PREPARED BY and RETURN TO:
David A. Wheeler, Esquire
Wheeler & Wheeler, PLLC
P.O. Box 264
Biloxi, MS 39533
(228) 374-6720
MSB 7126

INDEXING: NW 1/4 of NW 1/4 Sec. 9,
T7S-R11W, Harrison County, 1st Jud. Dist., MS

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 of which is hereby acknowledged, GRYDER'S AT "OAK LANE PLACE", LLC, a Mississippi limited liability company, 2113 Government Street, Suite D4, Ocean Springs, MS 39564 (228) 875-7217, GRANTOR, does hereby GRANT, SELL, BARGAIN, CONVEY and WARRANT to RIA PROPERTIEZ AZ, LLC, an Arizona limited liability company, 614 Crescent Lane, Madera, CA 93636 (559) 660-2873, an undivided two-thirds interest and GLORIA E. ALANIS, 614 Crescent Lane, Madera, CA 93636 (559) 660-2873, an undivided one-third interest, GRANTEES, all right, title and interest in and to the following described real property, together with all improvements situated thereon, lying and being situated in the First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

A parcel of land situated in the Northwest One-Fourth of the Northwest One-Fourth (NW 1/4 of the NW 1/4) of Section 9, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit: Commencing at the Northwest corner of Section 9, Township 7 South, Range 11 West, and thence run North 89 degrees 27 minutes 30 seconds East along the North line of said Section 9 a distance of 35.0 feet to an iron rod; thence run North 89 degrees 27 minutes 30 seconds East along the North line of Section 9 a distance of 354.71 feet to the POINT OF BEGINNING; thence run North 89 degrees 27 minutes 30 seconds East along said section line a distance of 452.72 feet to a point situated on the West right-of-way line of U.S. Highway 49; thence run South 07 degrees 45 minutes 25 seconds East along said right-of-way a distance of 211.68 feet to a point; thence run South 89 degrees 27 minutes 32 seconds West a distance of 481.15 feet to a point; thence run North 00 degrees 02 minutes 17 seconds West a distance of 210.01 feet to the Point of Beginning. Said parcel contains 2.25 acres, more or less.

The Grantor herein intends, and by its execution of this instrument does, transfer unto Grantees all right, title and interest it presently has in and to the above described property, subject to all restrictions, easements and rights of way of record.

It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, the Grantor agrees to pay said Grantees or their assigns any deficit on actual proration. This conveyance and Grantor's warranty of title is subject to: (a) all restrictions of record, (b) all easements and rights of way of record; (c) prior reservations of oil,

gas and mineral rights; (d) current year taxes, if any; and (e) all matters which would be revealed by an accurate inspection and/or survey of the subject property.

WITNESS MY SIGNATURE, this the 17 day of Oct., 2022.

GRYDER'S AT "OAK LANE PLACE", LLC - Owner/Seller

By: Micha Vickery Gryder
MICHA VICKERY GRYDER, Manager

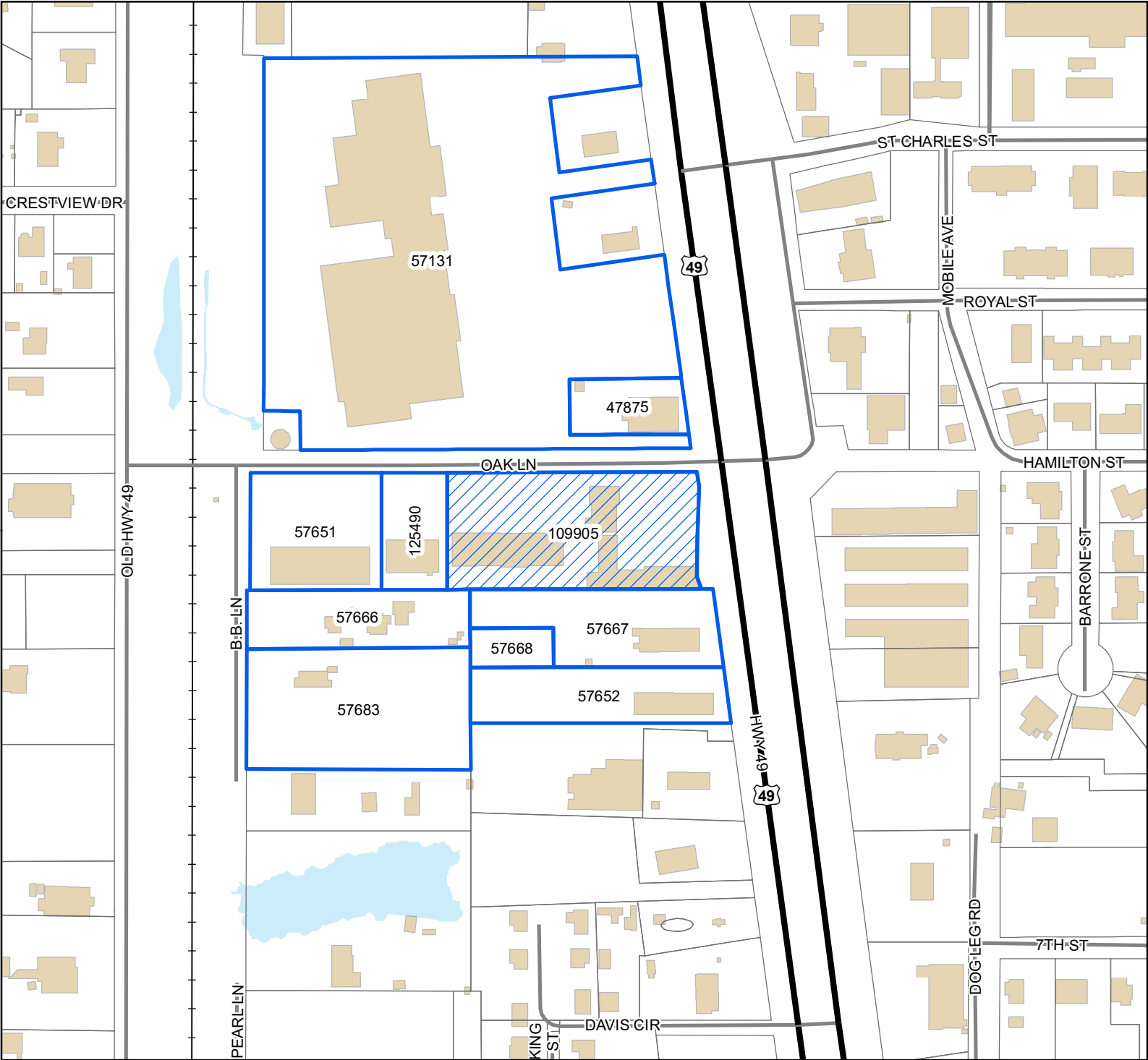
STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said County and State, on this 17th day of October, 2022, within my jurisdiction, the within named MICHA VICKERY GRYDER, who acknowledged that she is the Manager of GRYDER'S AT "OAK LANE PLACE", LLC, a Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

[Signature]
NOTARY PUBLIC

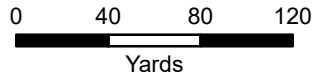
My Commission Expires:





Legend

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



1 inch = 250 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
Y		0808L-04-001.001	RIA PROPERTIES AZ LLC(OWNER)	614 CRESENT LN	MADERA	CA	93636
Y			KENNYETTER JOHNSON(AGENT)	11090 AMBER DR	D'IBERVILLE	MS	39540
			Adjacent Property Owners(2304SE038)				
	47875	0808E-04-012.000	ROJAS HECTOR	2815 22ND AVE	GULFPORT	MS	39501
	57683	0808L-04-005.000	TORJUSEN ROBERT D & PATRICIA A	12530 JOHN ROSS RD	GULFPORT	MS	39503
	57667	0808L-04-002.000	BH INVESTMENTS LLC	11497 HWY 49 N	GULFPORT	MS	39503
	57666	0808L-04-005.001	MAULDIN AVERY L & ANN JEAN	22072 RED FOX RUN	SAUCIER	MS	39574
	57668	0808L-04-003.000	BH INVESTMENTS LLC	11497 HWY 49 N	GULFPORT	MS	39503
	57652	0808L-04-006.000	BH INVESTMENTS LLC	13084 OLD HWY 49	GULFPORT	MS	39503
	109905	0808L-04-001.001	GRYDER'S AT OAK LANE PLACE LLC	2113 GOVERNMENT ST	OCEAN SPRINGS	MS	39564
	125490	0808L-04-001.002	RLS PROPERTIES LLC	11590 STANTON CIR	GULFPORT	MS	39503
	57651	0808L-04-001.000	MOSAIC MINISTRIES	2226 BIENVILLE BLVD	OCEAN SPRINGS	MS	39564
	57131	0808E-04-010.000	DELMAR PLAZA HOLDINGS LLC	225 SPRINGHILL MEMORIAL PL	MOBILE	AL	36608

RE: Special Exception 2304SE038, by agent Kenyetter Johnson, is seeking approval for day care use, Tax Parcel 0808L-04-001.001, 15487 Oak Ln, Zoned B-4 (Highway Business), Ward 7

To Applicants and Adjacent Property Owners:

The City of Gulfport Zoning Board of Adjustments and Appeals will hold a public hearing to consider the above application at 3:00 P.M. on **Thursday, April 20, 2023**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <https://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Zoning Board for **Thursday, April 20, 2023**. 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:****IPL0116521****Order Status:**

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

60.88

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**

March 29, 2023 11:50:51 PM EDT

Amount:

60.88

SCHEDULE FOR AD NUMBER IPL01165210

April 5, 2023

SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL01165210**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979, as amended, notice is hereby given advising that the Zoning Board of Adjustment and Appeals will hold a public hearing in the City of Gulfport, Mississippi at 3:00 P.M., Thursday, April 20, 2023 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development-Planning Division located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Variance 2304ZB032, by agent Peter Vicari, seeking approval to allow for a 15-foot front yard setback where 50-feet is required, Tax Parcels 1011C-01-010.000, 1011C-01-011.000, 1011C-01-011.145, 1011C-01-013.000, 1010N-04-032.000, Zoned T5 (Urban Center) & T6 (Urban Core), Ward 2

Variance 2304ZB035, by agent Elliott Homes, seeking approval to allow for a 5-foot front and side yard setbacks, reduction of minimum required lot size of 7,500 square feet to 5,000 square feet, and of entire site coverage of 50% while lot coverage will be 45%, Tax Parcel 1010O-02-050.000, 1856 Beach Drive, Zoned R-1-7.5 (Single-family), Ward 2

Special Exception 2304SE038, by agent Kenyetter Johnson, is seeking approval for day care use, Tax Parcel 0808L-04-001.001, 15487 Oak Ln, Zoned B-4 (Highway Business), Ward 7

Variance 2304ZB043, by owner Highland Lake Townhomes, LLC, seeking approvals for allowance of building height of 16 feet fence/wall exceeding the 6 feet height limit, and for sign height of 10 feet exceeding height limit of 6 feet, Tax Parcel 1008F-01-001.000, 0 Ollie Rd, Zoned R-B (Residence Business), Ward 6

This the 29th day of March 2023

A. Lee Palermo, Chairman

City of Gulfport Zoning Board of Adjustment and Appeals

W00000000

Publication Dates

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

RE: Special Exception 2304SE038, by agent Kenyetter Johnson, is seeking approval for day care use, Tax Parcel 0808L-04-001.001, 15487 Oak Ln, Zoned B-4 (Highway Business), Ward 7

To Applicants and Adjacent Property Owners:

The City of Gulfport Zoning Board of Adjustments and Appeals will hold a public hearing to consider the above application at 3:00 P.M. on **Thursday, May 18, 2023**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Zoning Board for **Thursday, May 18, 2023**. 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:
IPL0120452

Order Status:
Submitted

Classification:
Legals & Public Notices

Package:
BLX - Legal Ads

Final Cost:
53.68

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
April 27, 2023 10:11:08 AM EDT

Amount:
53.68

SCHEDULE FOR AD NUMBER IPL01204520

May 3, 2023
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL01204520**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979, as amended, notice is hereby given advising that the Zoning Board of Adjustment and Appeals will hold a public hearing in the City of Gulfport, Mississippi at 3:00 P.M., Thursday, May 18, 2023 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.

Special Exception 2304SE038, by agent Kenyetter Johnson, is seeking approval for day care use, Tax Parcel 0808L-04-001.001, 15487 Oak Ln, Zoned B-4 (Highway Business), Ward 7

Variance 2305ZB044, by owner Lori West, seeking approval to allow for a 11-foot front yard setback where 25-feet is required, Tax Parcel 0811C-05-018.000, 2615 25th Avenue Zoned B-2 (General business), Ward 3.

Variance 2305ZB045, by owner David Ray Roundtree, seeking approval for an additional accessory structure, Tax Parcel 0911D-07-044.000, 2222 Cypress Ave, Zoned R-1-7.5(Single family) Ward 2

Special Exception 2305SE050, by agent Twila Johnson, seeking approval for a child day care usage, Tax Parcel 0808E-04-001.001, 12259 Hwy 49, Zoned B-4(Highway Business), Ward 7
This the 26th day of April 2023
A. Leslie North, Chairman
City of Gulfport Zoning Board of Adjustment and Appeals
W00000000
Publication Dates

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

MEMORANDUM

To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Su-Lin Featherston, Planning Administrator
Urban Development Department

Date of Hearing: May 18, 2023

Re: Variance 2305ZB044:

Variance 2305ZB044, by owner Lori West, seeking approval to allow for a 11-foot front yard setback where 25-feet is required, Tax Parcel 0811C-05-018.000, 2615 25th ave, Zoned B-2 (General business), Ward 3.

Technical Report

VARIANCE

GENERAL INFORMATION

Case File Number: 2305ZB044

Hearing Date: May 18, 2023

Current Zoning/Use: B-2 / Commercial Structures

Legal: Variance 2305ZB044, by owner Lori West, seeking approval to allow for a 11-foot front yard setback where 25-feet is required, Tax Parcel 0811C-05-018.000, 2615 25th Ave, Zoned B-2 (General business), Ward 3

TECHNICAL DETAILS

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

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

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

Technical Report

VARIANCE

The applicant is requesting a variance for an 11-foot front yard setback where 25 feet is required for attached additional office space at 2615 25th Avenue. Proposed attached addition would build into the second frontage off of 27th street.

- (a) Applicant notes that the subject site is “the local animal shelter for all of Harrison County, including Gulfport, Biloxi, D’Iberville, Long Beach, and Pass Christian.” According to the applicant the shelter is over capacity 90 percent of the year and are having to expand their office space to accommodate for offices being converted into housing for additional animals being taken in.
- (b) In the application, the applicant claims that the variance is being asked for due to the need for expansion on their property, and that expanding in other directions on the property is not “feasible, affordable, or functional for the purpose of animal housing and administrative activities.”
- (c) The applicant claims that the lax county and city ordinances on pet registration and breeding licenses between the aforementioned cities is the cause for the over-capacity status, and has caused the need for expansion on the property. Applicant also claims that this expansion is in-part to keep with the demands to maintain their no-kill status.
- (d) As stated previously, the applicant claims that they build have to build within second frontage due to expanding in other directions not being feasible, affordable, or functional for their stated purposes. Upon staff review of the site plan, the proposed building site is placed in the only location that does not build into the required parking for the shelter.
- (e) The applicant claims that approval of this variance will not grant special privileges due to other there not being other animal shelters existing in the city limits.
- (f) The site is zoned B-2 which allows for an Animal Kennel use, with Planning Commission Approval.

EXECUTIVE SUMMARY

Upon staff review of the submitted application and the site map, the six hardship criteria had not been met, and the hardships listed do not meet merit. However; upon review of the site plan, expansion into other directions on the property will build into the required parking for the shelter. With this in mind, approval of the variance would be allowable due to the parking requirements not being met should the proposed attached addition be place elsewhere on the property.

Any approval should consider these conditions:

1. Must meet all current building Codes and City of Gulfport Ordinances.
2. Approval allows an 11-foot front yard setback where 25 feet is required.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 5/5/2023.

Public Works: No conditions. Memo dated 5/1/2023.

Traffic and Safety: No conditions. Memo dated 5/4/2023.

Technical Report

VARIANCE

Building Code Services: Must meet all current building Codes and City of Gulfport Ordinances. Memo dated 5/1/2023.

GIS: No comments as of 5/9/2023.

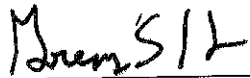
Police Department: No conditions Memo dated 5/1/2023.

Fire Department: No conditions Memo dated 5/1/2023.

City Arborist: No conditions. Memo dated 5/1/2023.

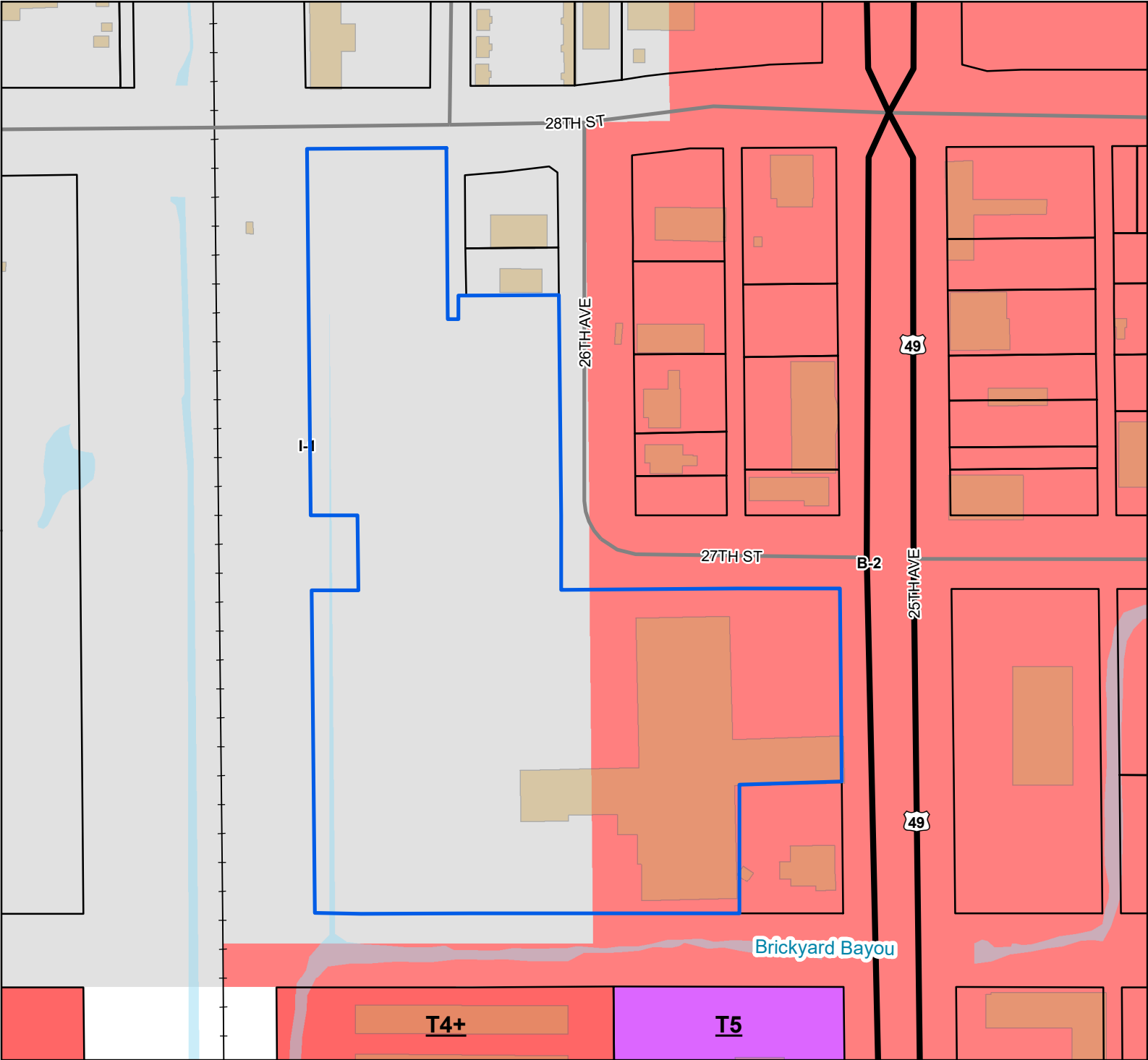
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Holmes
Director of Urban Development Department





- US or State Highway
- Street
- Railroad

- Parcels
- Buildings
- Water Features

Smart Code

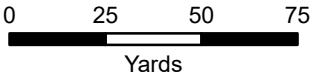
- T5
- T4+

Zoning

- B-2 - General Business District
- I-1 - Light Industry District

Site Information

0811C-05-018.000
Zoning: B2 (General Business District)
Size: 6.69 acres
Flood: X



1 inch = 150 feet



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

Case Number
2305ZB044

Zoning Board of Adjustments and Appeals Application

(A separate submission form is required for each request):

	Appeal of Planning Administrator
	Excessive Height
	Fence Variance
	Special Exception
	Variance ✓

Tax Parcel Numbers

0	8	.	1	0	-	0	5	-	0	1	8	.	0	0	0					-			-			.			
					-			-				.								-			-			.			
					-			-				.								-			-			.			

Property Address: 2615 25th Avenue
 Lot(s) 1-8, 1/2 of 9, Block(s) 8, 21, 28, 7, Subdivision Original Gulfport
15-28, 1-28 Block 20
7, 20
 General Description of Request: A variance of 11' where 25' is
require for a setback of 14'.

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. We can only accept applications with original signatures.

OWNER

AGENT

OWNER
Lori West
Printed Name of Owner
2015 25th Ave
Mailing Address
Ctpt MS 3950
City State Zip code
228-223-3047
Home Phone Work/Cell Phone
Lori@hssm.or
Email
[Signature]
Signature of Owner

Printed Name of Agent

Mailing Address

City

State

Zip code

Home Phone

Work/Cell Phone

Email

Signature of Agent

**Covenant Affidavit**

I, Lori West, being owner or agent of the property 2615 25th Ave
PRINT NAME PRIMARY ADDRESS OR PARCEL 39501

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

Lori West
Signature

4.28.23
Date

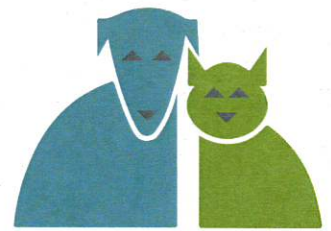
STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 28th day of April, 20 23

Leslie Ervin
Notary Public



April 19, 2025
Commission Expiration



HUMANE SOCIETY
of South Mississippi

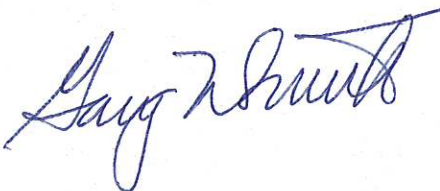
2615 25th Ave. Gulfport, MS 39501
228-863-3354 • www.hssm.org

To Whom It May Concern:

March 16, 2023

Lori West is the Chief Executive Officer of the (HSSM) Humane Society of South Mississippi. Ms. West has delegation of authority to make financial decisions on behalf of the organization. She also serves as the principal agent on record for land and property sale and purchase, building permit applications and legal decisions associated with such. Ms. West is the accountable and responsible party hired and entrusted to follow all internal processes of the Humane Society which affords HSSM the security to determine this delegation as appropriate and approved.

Sincerely,

Gary L. Smith 

Gary L Smith

Chairman of the Board of Directors

Garylsmith08@gmail.com

(281) 235--7146

Humane Society of South Mississippi

April 28, 2023

Leslie Ervin



Humane Society of South Mississippi Statement to the Planning Commission of the City of Gulfport

The special exception proposed before you will not impede or change any transportation or access to and for any of the following:

- Water supply and waste disposal
- Fire police protection and or any other public facilities
- No undue traffic congestion or traffic hazard will be created by proposed plan and requested exception and will maintain harmony with the orderly and appropriate development of the district in which the use is located.

Variance Submission for the Humane Society of South Mississippi (parcel #0811c-05-018-000)

1. What is special about this land is that HSSM is the local animal shelter for all of Harrison County, including Gulfport, Biloxi, D'Iberville, Long Beach, and Pass Christian. Due to the lax county and city ordinances on pet registration and breeding licenses between all of these cities, the shelter is over capacity 90 percent of the year. Therefore, we are maximizing our property to expand our office space. Our managers and directors are now tripled up in offices as many of the former offices were transformed to house additional animals in order to support our community pets. The proposed plan is not close to any major corridor or traffic area. The only people that would access the street in question are pedestrians accessing the animal shelter.
2. The more animals that enter the shelter, the more staff that is required to house them. The more animals that enter the shelter, the more adoption promotions we need to run. The more spay/neuter surgeries we need to do. The more foster families that we need to meet with. The higher the demands to maintain our no-kill status. This planning must take place in offices where 3 managers are not on the phone at the same time, with dogs barking at their feet. See number 1 for additional details.
3. This hardship is not found on other properties as we are the only non-profit animal shelter in this zoning ordinance. We cannot plan out how many animals will need our help throughout the year. See number 1 and 2 for additional information.
4. Expanding in any other direction is not feasible, affordable, or functional for the purposes of animal housing and necessary administrative activities. Being that we are almost consistently at overcapacity, with a need for more staffing, with a need for more management, makes this a reasonable development for our property. This will also directly benefit our community as management/administration can not only plan but execute the needs of our community pets and citizens.
5. There is no other animal shelter in this city. Therefore, there is no advantage to any like business or service industry.
6. This is a special exception that will allow the city of Gulfport to maintain an open admissions humane no kill animal shelter. A no kill animal shelter is defined as a shelter that does not terminate the life of an animal for space and saves 90 percent or better of all healthy, safe and adoptable pets that enter the Humane Society of South Mississippi. HSSM is the first in the state of Mississippi to reach this definition. The nature in which the humane society does business is good for current business in the city. Data supports that the public persona of your city's animal shelter impacts the morale of the public as well as the attraction for new businesses and tourism. To be in a position to keep our city streets clean and free of roaming stray and or dangerous pets is beneficial to all taxpayers of the city of Gulfport. While this is an exception, it benefits the common good of all residents, businesses, and visitors.

Appeal of Planning Administrator:

The request for exception is to build a small section within the 25 ft required easement. The build out would decrease the 25 ft required easement by 10 ft. However, the current property has trees, a curb, and sidewalk that clearly mark this as a pedestrian area within the 10 ft area. Therefore, the common pedestrian and traffic use is already accustomed to the requested special exception measurements.

Humane Society Request to the Zoning and Board of Adjustment and Appeals for Special Exception

- The plans submitted will not result in any ingress and egress impediments. The street adjacent to this plan is not a main traffic corridor and is accessed for purposes of entry and exit to the current building. There is no structural change that would impede access to the building by emergency fire vehicles.
- Currently there is no off-street parking or loading in this area. The activities for the proposed plan are administrative and will create no economic, noise, glare, or odor.
- There is no refuse and or service area currently or in the proposed addition plans.
- There are no utilities that will be impacted by the proposed plan.
- There are no signs, lighting, glare, traffic safety issues, economic effect or compatibility/harmony issues that the proposed plan would create.
- The request for exception is to build a small section within the 25 ft required easement. The build out would decrease the 25 ft required easement by 10 ft. However, the current property has trees, a curb, and sidewalk that clearly mark this as a pedestrian area within the 10 ft area. Therefore, the common pedestrian and traffic use is already accustomed to the requested special exception measurements.
- The property will not create any compatibility issues as there is no occupant or structure on the adjacent property nor would the exception impede any future structure.
- This special exception request will allow the city of Gulfport to maintain an open admissions humane no kill animal shelter. A no kill animal shelter is defined as a shelter that does not terminate the life of an animal for space and saves 90 percent or better of all healthy, safe and adoptable pets that enter the Humane Society of South Mississippi. HSSM is the first in the state of Mississippi to reach this definition. The nature in which the humane society does business is good for current business in the city. Data supports that the public persona of your city's animal shelter impacts the morale of the public as well as the attraction for new businesses and tourism. To be able to keep our city streets clean and free of roaming stray and or dangerous pets is beneficial to all taxpayers of the city of Gulfport. While this is an exception, it benefits the common good of all residents, businesses, and visitors and will maintain the current harmony with the general purpose and intent of the zoning ordinance.

HUMANE SOCIETY OF SOUTH MISSISSIPPI
2615 25th AVENUE
GULFPORT, MISSISSIPPI 39501

**NOTICE:
DEVELOPER MUST CONTROL
SURFACE RUN-OFF AND
INSURE THAT RUN-OFF
HAS NO ADVERSE EFFECT
ON ADJACENT PRIVATE
PROPERTY.**

**A CERTIFICATE OF OCCUPANCY MUST BE
ISSUED BEFORE PERMANENT ELECTRICAL
SERVICE WILL BE PROVIDED**

**WATER AND SEWER TAP FEES MUST BE PAID
PRIOR TO THE ISSUANCE OF A PERMIT**

NOTICE
CITY OF GULFPORT APPROVED CONSTRUCTION
PLANS MUST BE ON JOBSITE AT TIME OF
INSPECTION

Building Contractor shall be responsible for repairing Damages to any street, sidewalks, curbs or other public Property which occurs during construction and remodeling Of building or structure.

NOTICE
CITY OF GULFPORT APPROVED CONSTRUCTION
PLANS MUST BE ON JOBSITE AT TIME OF INSPECTION

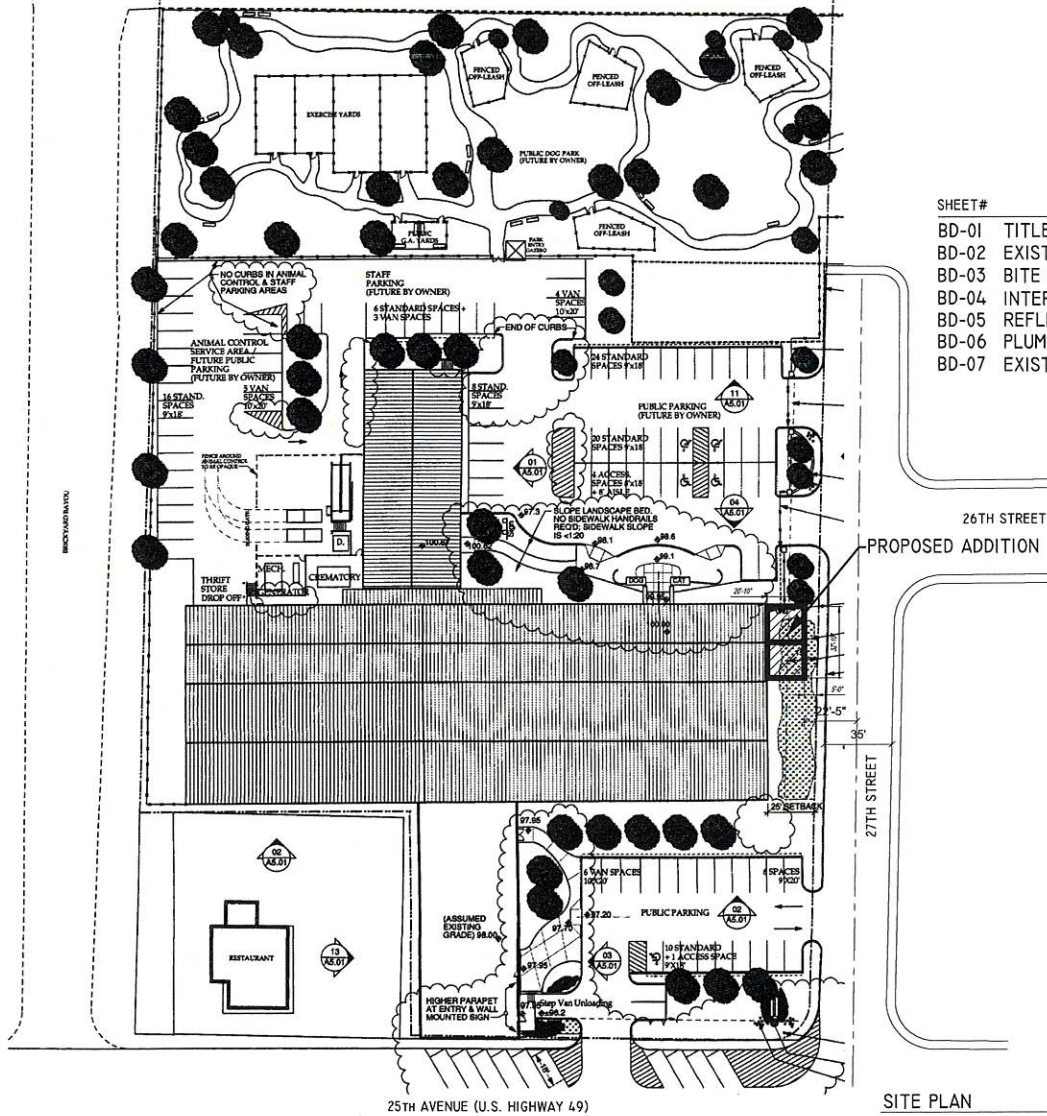
A PERMIT ISSUED SHALL BE CONSIDERED TO BE A LICENSE TO PROCEED WITH THE WORKING AND NOT AS AUTHORITY TO VIOLATE, CANCEL, ALTER OR SET ASIDE ANY OF THE PROVISIONS OF THE TECHNICAL CODES. NO SMALL ISSUANCE OF A PERMIT PREVENT THE BUILDING OFFICIAL FROM HEREAFTER REQUIRING A CORRECTION OF ERRORS IN PLANS. THE BUILDING OFFICIAL IS AUTHORIZED TO PREVENT OCCUPANCY OF ONE OR A STRUCTURE WHERE IN VIOLATION OF CODE OR ANY OTHER ORDINANCE OR THIS ACT, APPLICABLE.

NOTICE
DEVELOPER MUST CONTROL SURFACE
RUN-OFF AND INSURE THAT RUN-OFF
HAS NO ADVERSE EFFECT ON ADJACENT
PRIVATE PROPERTY

**BEFORE YOU DIG CALL:
MISSISSIPPI (811)
OUT OF STATE 1-800-227-6477**

OWNER Humane Society of South Mississippi
CONTRACTOR Gus Gamboa
JOB ADDRESS 2615 25th Ave.
PERMIT NO 202301033
DATE April 28, 2023
FLOOD AREA AE YES FIRE DISTRICT No

REVIEW FOR COMPLIANCE	RETURNED DATE
1. GIFT TAXING & SAFETY 2. ERY KANSAS 3. TRAINING & COMPLIANCE 4. ELECTRICAL WOP. 5. MISC. SUP. 6. PLUMBING WOP 7. BUILDING WOP. SECT 8. WATER & SEWER. DIST.	
COMMENTS	



SHEET#	SHEET NAME
BD-01	TITLE SHEET
BD-02	EXISTING PARTIAL FLOOR PLAN
BD-03	BITE KENNEL & AGGRESSIVE DOG FLOOR PLANS
BD-04	INTERIOR DETAILS
BD-05	REFLECTIVE CEILING & PLUMBING WASTE PLANS
BD-06	PLUMBING AND EXISTING HVAC PLANS
BD-07	EXISTING ELECTRICAL PLAN

ROBERT J. KNESAL, P.E.
28th 56th STREET
GULFPORT, MISSISSIPPI 39507
226-860-5318



PROJECT FOR:
HUMANE SOCIETY ADMINISTRATION ADDITION
2615 25TH AVENUE
GULFPORT, MISSISSIPPI 39501

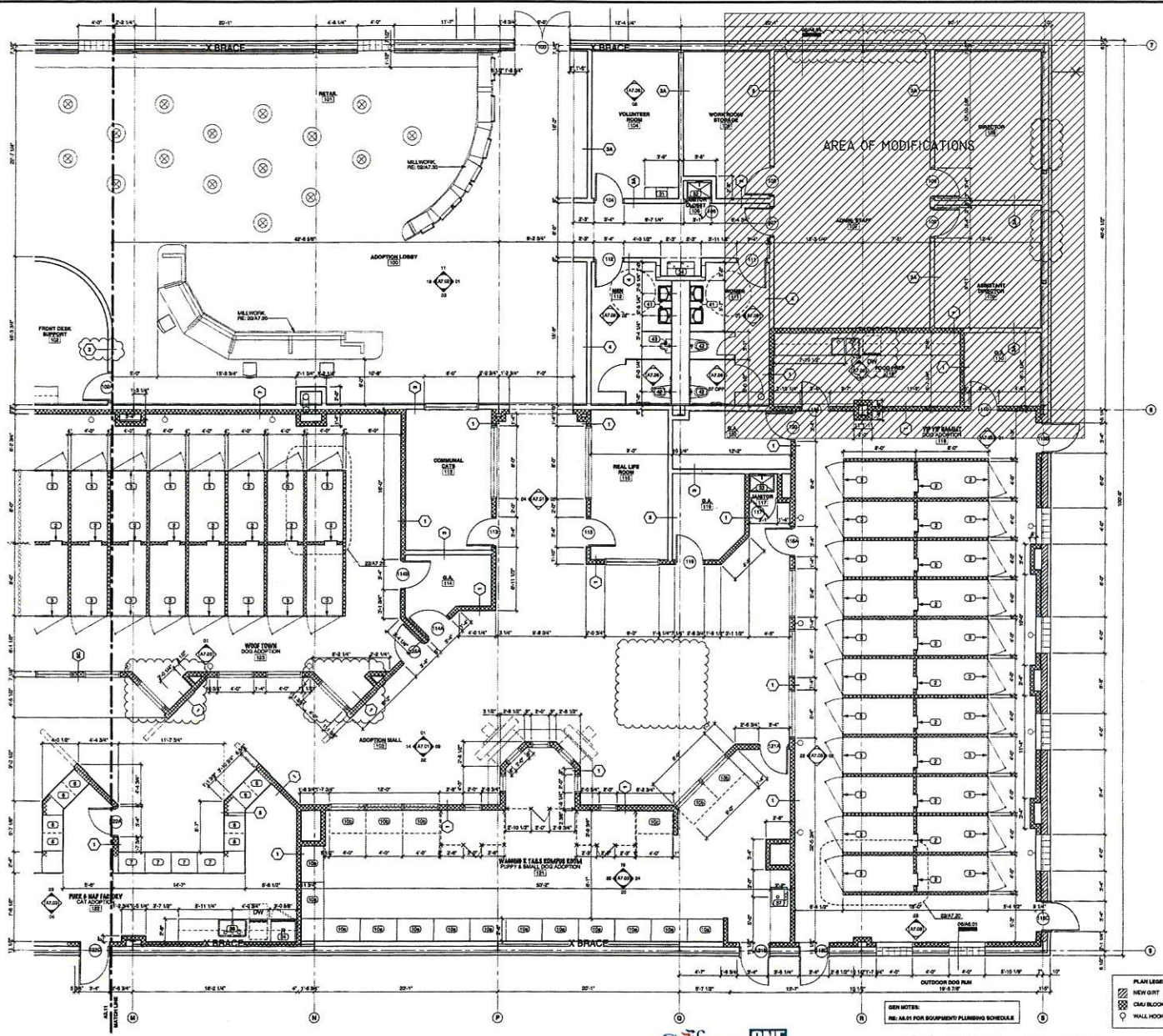
OWNER:	ADDRESS:	STREET
REVISIONS:		DATE:

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DRAWN BY:
D. BELL
CHECKED BY:
MR. KNESAL
DATE:
DECEMBER 9, 2022
SCALE:
AS INDICATED
JOB NO.
5000120922-39
SHEET

BD-01

OF 8 SHEETS



Date Issued: 10/12/04
12/22/04
01/06/05

ISSUE FOR PRICING
ADDENDUM #1
ADDENDUM #2
ADDENDUM #3

Project Number: 00025

HUMANE SOCIETY OF SOUTH MISSISSIPPI

U.S. HIGHWAY 49 & 27 STREET
GULFPORT, MISSISSIPPI

JACKSON & RYAN ARCHITECTS
370 POPE ROCKWELL, HOUSTON, TEXAS 77056



Sheet Content:
ENLARGED PLAN - AREA 1

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

Design: 1001 JACKSON & RYAN ARCHITECTS
Changes and modifications to drawings of walls and doors shall be made by the architect. This set of drawings is not to be used for other purposes or alterations to the project without the approval of the architect and the owner. The architect is not responsible for construction or installation of the building or for the accuracy of the information provided in the drawings. The architect is not responsible for the construction or installation of the building or for the accuracy of the information provided in the drawings.

File Name: 0001-54000-01-01 Enlarged Plan
Drawn By: JRM
Checked By: MTS
Plot Date: January 6, 2005

A3.10

ROBERT J. KNEAL, P.E.
266 5th STREET
GULFPORT, MISSISSIPPI 39501
228-860-5318



PROJECT FOR:
HUMANE SOCIETY ADMINISTRATION ADDITION
2615 25TH AVENUE
GULFPORT, MISSISSIPPI 39501
EXISTING FLOOR PLAN REFERENCE

OWNER:
ADDRESS:
REVISION:

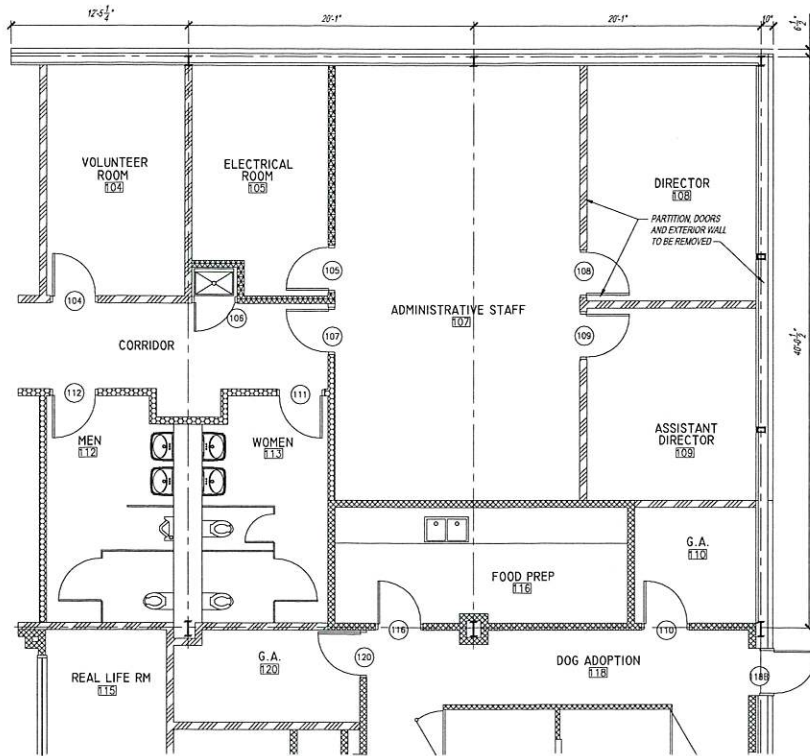
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D. BELL, DRAWN BY:
CHECKED BY:
MR. KNEAL
DATE: DECEMBER 9, 2002
SCALE:
AS INDICATED
JOB NO.
5000120922-30
SHEET

BD-02
OF 8 SHEETS



01 ENLARGED PLAN - AREA 1
Scale: 1/4" = 1'-0"

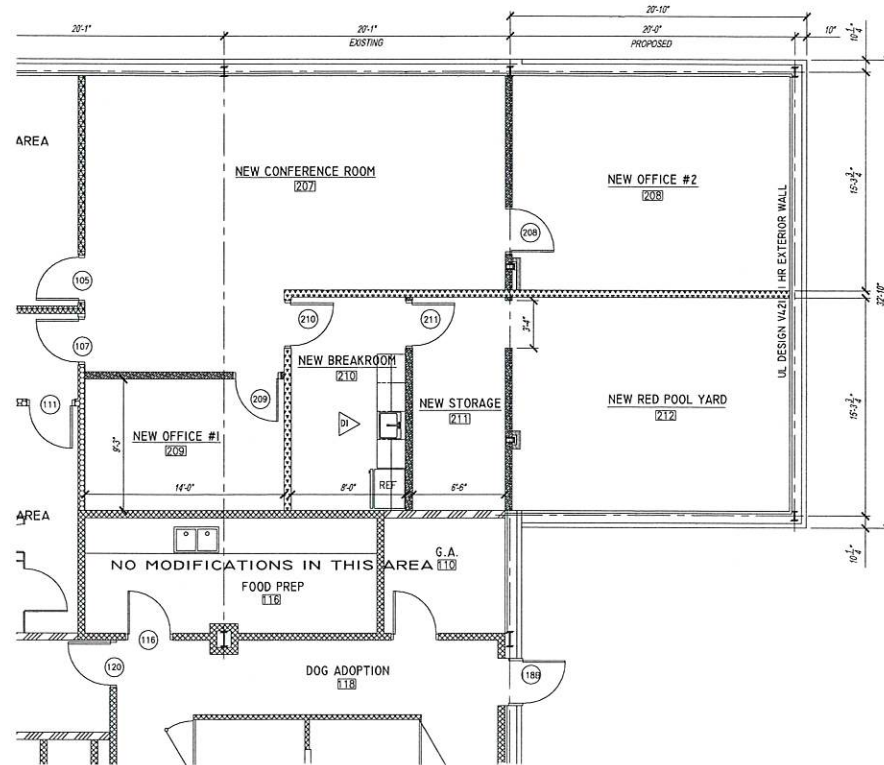


- EXISTING CMU & GYP BD. PARTITION (1)
- EXISTING 6\" PARTITION WITH SOUND BD. (2)
- EXISTING 6\" PARTITION (3)
- EXISTING 6\" PARTITION WITH CERAMIC TILE (4)

NOTE: REFER TO SHEET A3.10 FOR EXISTING DIMENSIONS.
REFER TO SHEET A9.02 FOR EXISTING WALL SECTIONS.

EXISTING PARTIAL FLOOR PLAN TO BE MODIFIED

SCALE: 1/4\" = 1'-0\"



- EXISTING CMU & GYP BD. PARTITION (1)
- EXISTING 6\" PARTITION WITH SOUND BD. (2)
- EXISTING 6\" PARTITION (3)
- EXISTING 6\" PARTITION WITH CERAMIC TILE (4)
- NEW 2\"x6\"x20 GA. PARTITION WITH SOUND BD. (5)
- NEW 2\"x6\"x20 GA. PARTITION (6)
- NEW 2\"x4\"x20 GA. WALL

NOTE: REFER TO SHEET A3.10 FOR EXISTING DIMENSIONS.

PARTIAL MODIFIED FLOOR PLAN

SCALE: 1/4\" = 1'-0\"

657 ADDED SQUARE FEET

ROBERT J. KNESAL, P.E.
28th 5th STREET
GULFPORT, MISSISSIPPI 39507
228-860-5318



PROJECT FOR:
HUMANE SOCIETY ADMINISTRATION ADDITION
2615 25TH AVENUE
GULFPORT, MISSISSIPPI 39501

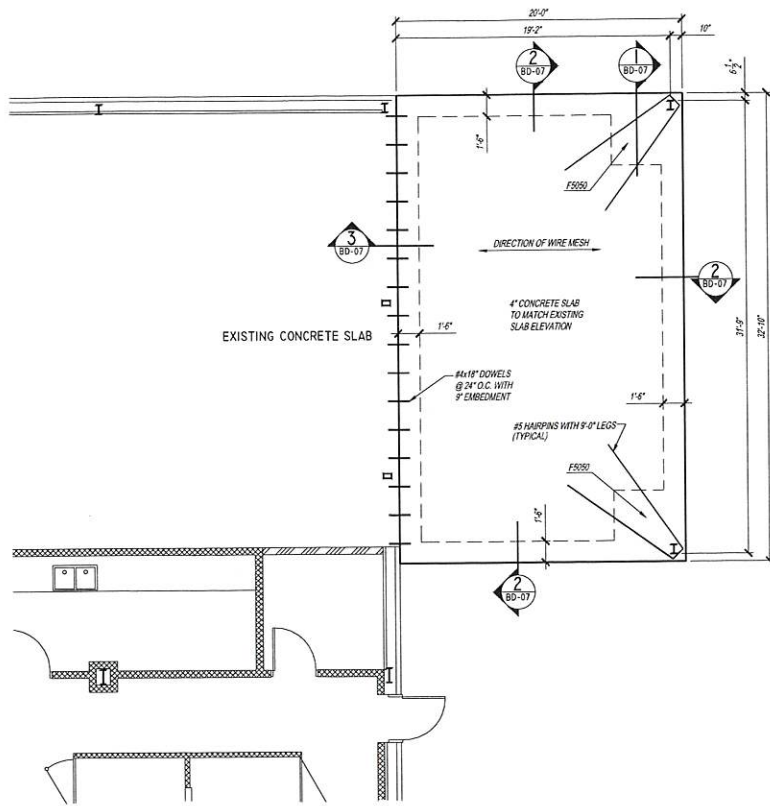
SHEET TITLE:
PARTIAL EXISTING AND MODIFIED FLOOR PLANS

OWNER:	ADDRESS:
REVISED:	DATE:

DRAWN BY:
D. BELL
CHECKED BY:
MR. KNESAL
DATE:
DECEMBER 9, 2023
SCALE:
AS INDICATED
JOB NO.
5000120922-39
SHEET

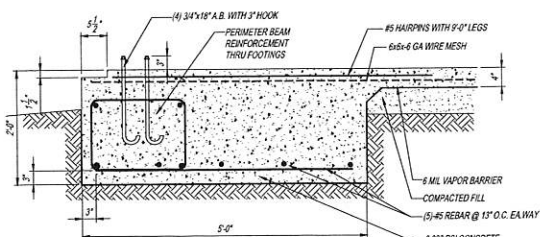
BD-06
OF 8 SHEETS



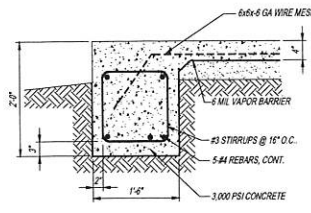


PROPOSED FOUNDATION PLAN
SCALE: 1/4" = 1'-0"

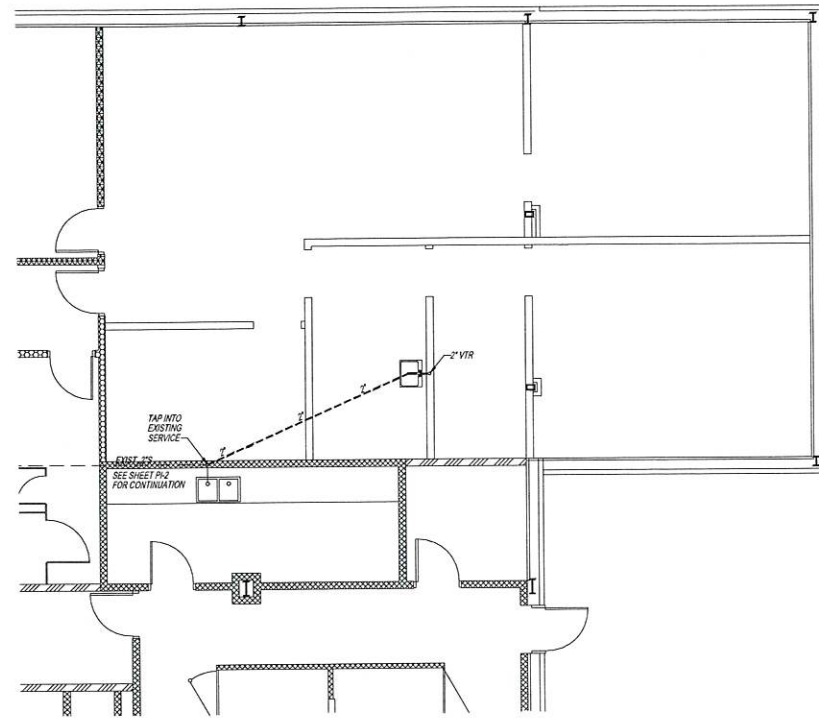
657 ADDED SQUARE FEET



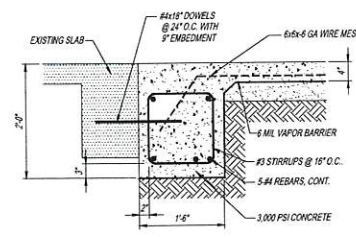
SECTION - F5050
SCALE 1" = 1'-0"



SECTION
SCALE 1" = 1'-0"



PARTIAL PLUMBING WASTE PLAN
SCALE: 1/4" = 1'-0"



SECTION
SCALE 1" = 1'-0"



ROBERT J. KNESAL, P.E.

280 5th STREET
GULFPORT, MISSISSIPPI 39501
228-860-5118



PROJECT FOR:
HUMANE SOCIETY ADMINISTRATION ADDITION
2615 25TH AVENUE
GULFPORT, MISSISSIPPI 39501

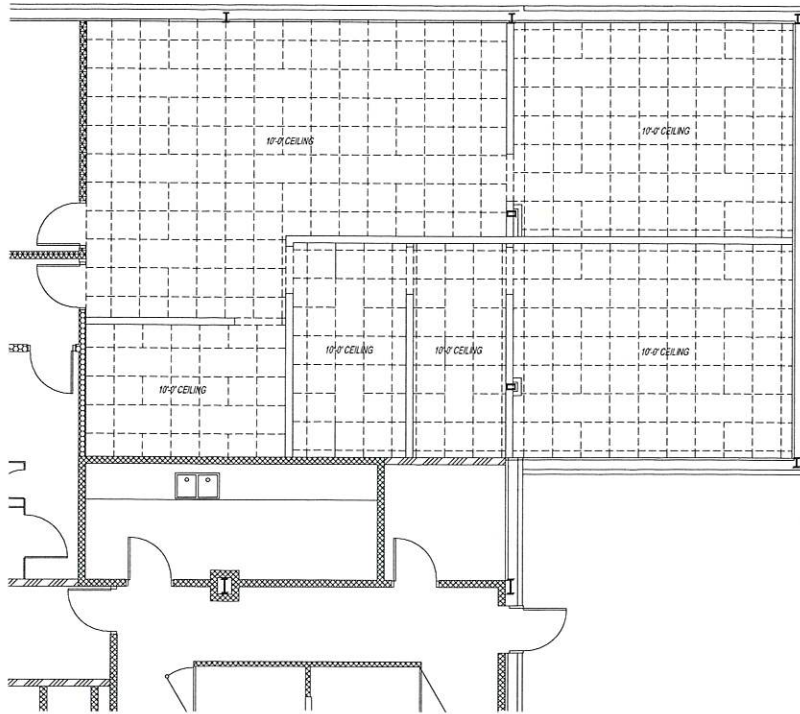
OWNER:
HUMANE SOCIETY
ADDRESS:
2615 25TH AVENUE
GULFPORT, MISSISSIPPI 39501

DATE:
12/24/2022

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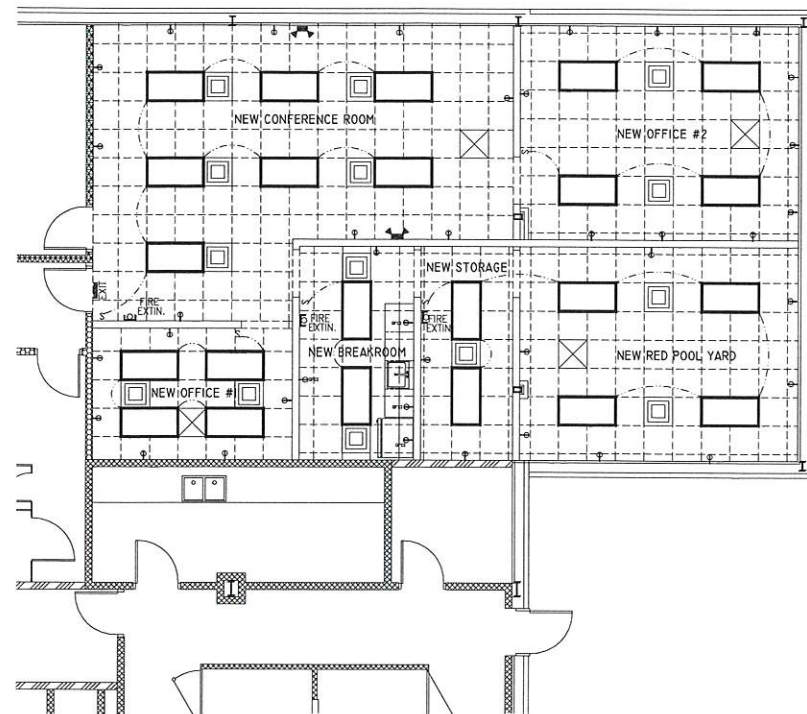
DRAWN BY:
D. BELL
CHECKED BY:
MR. KNESAL
DATE:
DECEMBER 9, 2022
SCALE:
AS INDICATED
JOB NO.
5000120922-39
SHEET

BD-07
OF 8 SHEETS



PARTIAL REFLECTIVE CEILING PLAN

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



NOTE:
THIS ELECTRICAL PLAN IS DESIGNED AS A SCHEMATIC PLAN. THE FINAL PLAN SHALL BE DESIGNED/CONSTRUCTED BY A QUALIFIED DESIGNER/CONTRACTOR IN ACCORDANCE WITH APPLICABLE ELECTRICAL CODES CURRENTLY ADOPTED BY THE COUNTY.

NOTE:
THIS HVAC PLAN IS DESIGNED AS A SCHEMATIC PLAN. THE FINAL PLAN SHALL BE DESIGNED/CONSTRUCTED BY A QUALIFIED DESIGNER/CONTRACTOR IN ACCORDANCE WITH APPLICABLE MECHANICAL CODES CURRENTLY ADOPTED BY THE COUNTY.

PARTIAL ELECTRICAL / HVAC PLAN

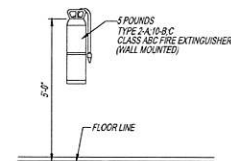


LEGEND:

- S SINGLE-POLE SWITCH - 48" ABOVE FLOOR
- S₃ THREE WAY SWITCH - 48" ABOVE FLOOR
- ⌚ DUPLEX RECEPTACLE - 18" ABOVE FLOOR
- GFI GROUND FAULT CIRCUIT INTERRUPTER - 48" ABOVE FLOOR
- 100W LED LIGHT FIXTURE - FLUSH MOUNT
- EXIT 2 BULB EXIT SIGN - WALL MOUNT 8'-0" ABOVE FLOOR
- ⚡ EMERGENCY LIGHT FIXTURE - 8'-0" ABOVE FLOOR

LEGEND:

- 24"x24" AIR REGISTER
- ⊠ 24"x24" AIR RETURN
- ⬮ NEW FIRE EXTINGUISHER



FIRE EXT. MOUNTING DETAIL



ROBERT J. KNESAL, P.E.

280 560 STREET
GULFPORT, MISSISSIPPI 38507
728-660-5318



PROJECT FOR:
HUMANE SOCIETY ADMINISTRATION ADDITION
2615 25TH AVENUE
GULFPORT, MISSISSIPPI 39501

OWNER:	ADDRESS:	SHEET TITLE:
REVISIONS:		

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D. BELL
CHECKED BY:
MR. KNESAL
DATE:
DECEMBER 9, 2022
SCALE:
AS INDICATED
JOB NO.
5000120922-39
SHEET

BD-08
OF 8 SHEETS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION 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, ASCHAFFENBURG INVESTMENTS, L.L.C., a Mississippi Limited Liability Company, Grantor, does hereby warrant, sell, and convey unto HUMANE SOCIETY OF SOUTH MISSISSIPPI, INC., a Mississippi non-profit corporation, the following described real property situated in the First Judicial District of Harrison County, Mississippi, and being more fully described as follows:

Lots 16-30, Block 7, ORIGINAL GULFPORT, and that portion of vacated 27th Ave. located west of the previously described property,

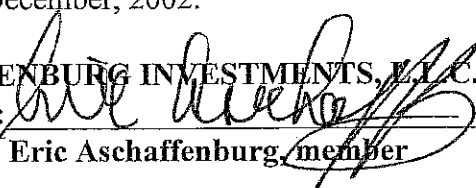
AND ALSO

The south 15 feet of Lot 6, and all of Lots 7 - 15, Block 7, ORIGINAL GULFPORT, as per the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

The above-described property is subject to any and all applicable restrictions, declarations, assessments, easements, or encumbrances, on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

Taxes on the subject property are pro-rated as of the date of this instrument and are assumed by the Grantees for the year 2002 and subsequent years.

WITNESS OUR SIGNATURES, this the 24th day of December, 2002.

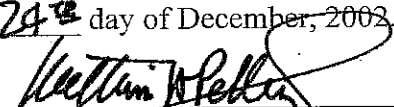
ASCHAFFENBURG INVESTMENTS, L.L.C.
BY: 
Eric Aschaffenburg, member

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Eric Aschaffenburg acknowledged that he is the managing member of ASCHAFFENBURG INVESTMENTS, L.L.C., A MISSISSIPPI LIMITED LIABILITY COMPANY, acknowledged that he signed, sealed, and delivered the above and foregoing instrument of writing on the day and in the year therein after having been duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this the 24th day of December, 2002.


NOTARY PUBLIC

My Commission Expires:

12/12/2003

811C-05-017.000

1612/332

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION 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, ASCHAFFENBURG INVESTMENTS, L.L.C., a Mississippi Limited Liability Company, Grantor, does hereby warrant, sell, and convey unto HUMANE SOCIETY OF SOUTH MISSISSIPPI, INC., a Mississippi non-profit corporation, the following described real property situated in the First Judicial District of Harrison County, Mississippi, and being more fully described as follows:

Lots 12 - 30, Block 7, Original Gulfport, and that portion of 27th Ave, vacated between 27th Street and 28th Street adjoining Lots 16 - 30 of said Block 7, City of Gulfport, First Judicial District of Harrison County, Mississippi

and

Lots 1 - 28, Block 20, Original Gulfport, and vacated 26th and 27th Ave. between 26th and 27th Street adjoining said block, the platted alley within said Block 20 between 26th and 27th Street, a portion of Lot 7, Lot 8 and a portion of Lot 9, Lots 15 - 28 and a portion of the vacated alley within said Block 21, Original Gulfport, described as:

Commencing at the SE corner of Block 21, Original Gulfport, thence N 89 degrees 18' 42" W 111.95 feet to the point of beginning. From said point of beginning thence N 89 degrees 18' 42" W 457.84 feet; thence N 00 degrees 04' 00" W 349.98 feet; thence S 89 degrees 19' 1" E 269.95 feet; thence S 89 degrees 19' 41" E 80.17 feet; thence S 89 degrees 19' 52" E 109.80 feet; thence S 00 degrees 00' 53" E 57.73 feet; thence S 88 degrees 57' 37" W 113.74 feet; thence S 00 degrees 44' 46" E 138.94 feet to the point of beginning.

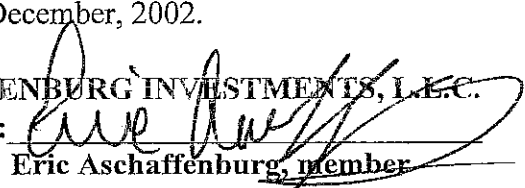
The above-described property is subject to any and all applicable restrictions, declarations, assessments, easements, or encumbrances, on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

Taxes on the subject property are pro-rated as of the date of this instrument and are assumed by the Grantees for the year 2002 and subsequent years.

WITNESS OUR SIGNATURES, this the 24 day of December, 2002.

ASCHAFFENBURG INVESTMENTS, L.L.C.

BY:

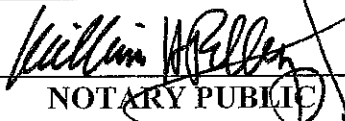

Eric Aschaffenburg, member

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Eric Aschaffenburg acknowledged that he is the managing member of ASCHAFFENBURG INVESTMENTS, L.L.C., A MISSISSIPPI LIMITED LIABILITY COMPANY, acknowledged that he signed, sealed, and delivered the above and foregoing instrument of writing on the day and in the year therein after having been duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this the 24th day of December, 2002.


NOTARY PUBLIC

My Commission Expires:

12/12/2003

FILING INSTRUCTIONS:

GRANTOR: Aschaffenburg Investments, LLC
625 E. Scenic Drive
Pass Christian, MS 39571
(228) 452-2228

GRANTEE: Humane Society of South Mississippi
Washington Ave.
Gulfport, MS 39507
(228) _____

Indexing: All of Blocks 20 and 21, Original Gulfport

Lots 12 - 30, Block 7, Original Gulfport, and that portion of 27th Ave, vacated between 27th Street and 28th Street adjoining Lots 16 - 30 of said Block 7, City of Gulfport, First Judicial District of Harrison County, Mississippi

and

Lots 1 - 28, Block 20, Original Gulfport, and vacated 26th and 27th Ave. between 26th and 27th Street adjoining said block, the platted alley within said Block 20 between 26th and 27th Street, a portion of Lot 7, Lot 8 and a portion of Lot 9, Lots 15 - 28 and a portion of the vacated alley within said Block 21, Original Gulfport, described as:

Commencing at the SE corner of Block 21, Original Gulfport, thence N 89 degrees 18' 42" W 111.95 feet to the point of beginning. From said point of beginning thence N 89 degrees 18' 42" W 457.84 feet; thence N 00 degrees 04' 00" W 349.98 feet; thence S 89 degrees 19' 1" E 269.95 feet; thence S 89 degrees 19' 41" E 80.17 feet; thence S 89 degrees 19' 52" E 109.80 feet; thence S 00 degrees 00' 53" E 57.73 feet; thence S 88 degrees 57' 37" W 113.74 feet; thence S 00 degrees 44' 46" E 138.94 feet to the point of beginning.

A. SETTLEMENT STATEMENT

U.S. Department of Housing
and Urban Development



OMB No. 2502-0265

B. Type of Loan			
1. ☐ FHA 2. ☐ FmHA 3. ☒ Conv. Unins.		6. File Number	
4. ☐ VA 5. ☐ Conv. Ins.		7. Loan Number	
		8. Mortgage Insurance Case No. #	
		02100178	
		228000200730	
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked (P.O.C.) were paid outside the closing; they are shown here for information purposes and are not included in the totals.			
D. Name and Address of Borrower		E. Name and Address of Seller	
Humane Society of South Miss., Inc.		Aschaffenburg Investments, L.L.C.	
13756 Washington Ave. Gulfport, MS 39503		625 E. Scenic Drive Pass Christian, MS 39571	
F. Name and Address of Lender			
BancorpSouth Bank			
2909 13th Street			
Gulfport, MS 39501			
G. Property Location		H. Settlement Agent	
2615 25th Ave.		William H. Pettey, Jr.	
Gulfport, MS 39501		Place of Settlement	
Blocks, 7, 20 & 21, Orig. Gulfport		1225 31st. Ave.	
		Gulfport, Mississippi 39501	
		I. Settlement Date	
		12/24/02	
		DD: 12/24/02	
J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract sales price		500,000.00	
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)		403.	
2,168.00		404.	
104.		405.	
105.			
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER		420. GROSS AMOUNT DUE TO SELLER	
502,168.00		500,000.00	
200. Amounts Paid By or In Behalf of Borrower		500. Reductions In Amount Due To Seller	
201. Deposit or earnest money		501. Excess Deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	
200,000.00		503. Existing loan(s) taken subject to	
203. Existing loan(s) taken subject to		504. Payoff of first mortgage loan	
204.		495,778.32	
		BancorpSouth Bank	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER		520. TOTAL REDUCTION AMOUNT DUE SELLER	
200,000.00		495,778.32	
300. Cash At Settlement From or To Borrower		600. Cash At Settlement To or From Seller	
301. Gross amount due from borrower (line 120)		601. Gross amount due to seller (line 420)	
502,168.00		500,000.00	
302. Less amounts paid by/for borrower (line 220)		602. Less reduction amount due seller (line 520)	
200,000.00		495,778.32	
303. CASH FROM BORROWER		603. CASH TO SELLER	
302,168.00		4,221.68	

IN THE EVENT OF CLERICAL ERRORS RESULTING IN OMITTED OR INCORRECT CHARGES, THE PARTIES HEREBY AGREE TO COMPLY WITH CORRECTIONS AS NEEDED.

Humane Society of South Miss., Inc.

Timothy W. Koerner

Timothy Koerner, Treasurer

Buyer/Borrower

Aschaffenburg Investments, L.L.C.

Eric Aschaffenburg, managing member

Seller

12-24-2002 at 9:57 AM

RESPA, HB 4305.2 -- REV. HUD-1 (3/86)

L. SETTLEMENT CHARGES:		FILE NO. #: 02100178	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price \$ @ =				
Division of commission (line 700) as follows:				
701. \$ to				
702. \$ to				
703. Commission paid at Settlement				
704.				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN				
801. Loan Origination Fee %				
802. Loan Discount %				
803. Appraisal Fee to				
804. Credit Report to				
805. Lender's Inspection Fee to				
806. Mtg. Ins. Application Fee to				
807. Assumption Fee to				
808. document prep BancorpSouth Bank			50.00	
809. release fee BancorpSouth Bank			7.50	
810.				
811.				
812.				
813.				
814.				
815.				
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901. Interest from to @ \$ /day				
902. Mortgage Insurance Premium for to				
903. Hazard Insurance Premium for yrs to				
904.				
905.				
1000. RESERVES DEPOSITED WITH LENDER FOR				
1001. Hazard Insurance mo.@\$ /mo.				
1002. Mortgage Insurance mo.@\$ /mo.				
1003. City Property Taxes mo.@\$ /mo.				
1004. County Property Taxes mo.@\$ /mo.				
1005. Annual Assessments mo.@\$ /mo.				
1006. mo.@\$ /mo.				
1007. mo.@\$ /mo.				
1008. mo.@\$ /mo.				
1100. TITLE CHARGES				
1101. Settlement or closing fee to				
1102. Abstract or title search to				
1103. Title examination to				
1104. Title insurance binder to William H. Pettey, Jr.			75.00	
1105. Document Preparation to				
1106. Notary Fees to				
1107. Attorney's fees to William H. Pettey, Jr.			250.00	
(includes above items No:)				
1108. Title Insurance to First American Title Insurance Co.			1,750.00	
(includes above items No:)				
1109. Lender's coverage \$ 200,000.00 ---- 50.00				
1110. Owner's coverage \$ 500,000.00 ---- 1700.00				
1111.				
1112.				
1113.				
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201. Recording Fees: Deed \$ 16.00 ; Mortgage \$ 12.00 ; Releases \$ 7.50			35.50	
1202. City/county tax/stamps: Deed \$; Mortgage \$				
1203. State Tax/stamps: Deed \$; Mortgage \$				
1204.				
1205.				
1300. ADDITIONAL SETTLEMENT CHARGES				
1301. Survey to				
1302. Pest Inspection to				
1303.				
1304.				
1305.				
1306.				
1307.				
1308.				
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103 and 502, Sections J and K)			2,168.00	

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Humane Society of South Miss., Inc.
Timothy W. Koerner, Treasurer
Buyer/Borrower
Evelyn S. DeBardleben
Buyer/Borrower

Aschaffenburg Investments, L.L.C.
Eric Aschaffenburg, managing member
Seller

FILING INSTRUCTIONS:

GRANTOR: Aschaffenburg Investments, LLC
625 E. Scenic Drive
Pass Christian, MS 39571
(228) 452-2728

GRANTEE: Humane Society of South Mississippi
Washington Ave.
Gulfport, MS 39507
(228) _____ - _____

MAKER(S): HUMANE SOCIETY OF SOUTH MISSISSIPPI INCLOAN #: 228000200730DATE: DECEMBER 24, 2002AMOUNT: \$ 200,000.00

FOR VALUE RECEIVED, the Obligors [which term is used throughout this note and which shall include the undersigned maker(s) together with all endorser(s), surety (sureties), co-maker(s), and guarantor(s) of this note], jointly and severally, promise to pay to the order of BancorpSouth Bank, Tupelo, MS doing business in Mississippi as BANCORPSOUTH BANK negotiable and payable at Bank's office in 2909 13TH STREET, GULFPORT, MS 39501

(herein called "Bank"), its successors and assigns, in current funds of the principal sum of: TWO HUNDRED THOUSAND DOLLARS AND 00 CENTS

(\$ 200,000.00) Dollars, together with interest, calculated on the basis of a (check appropriate provision) ☒ 360 day year, ☐ 365 day year, on the principal debt evidenced hereby from (check appropriate provision) ☐ _____ to maturity, ☒ date to maturity, ☐ date(s) of the disbursement of the proceeds hereof to maturity, and payable as hereinafter set forth. This note shall mature, and said principal debt, and interest thereon, shall be due and payable as provided in the sub-paragraph(s) as follows (check appropriate provisions):

As To **PRINCIPAL** Only:

☒ On DECEMBER 24, 2003; or
☐ In _____ installments of \$ _____ each, commencing on _____
and on the same day of each and every ☐ month, ☐ quarter, ☐ six (6) months, or ☐ year thereafter, plus a final
installment of the balance of the principal and interest thereon on _____
☐ Other (Specify) _____

As To **INTEREST** Only:

☒ On JANUARY 20, 2003, and on the same day of each and every ☒ month, ☐ quarter,
☐ six (6) months, or ☐ year thereafter; or
☐ Paid in advance to maturity by discount of the principal; or
☐ At maturity.
☐ Other (Specify) _____

As To **JOINT** Principal and Interest:

☐ In _____ installments of \$ _____ each, commencing on _____,
and on the same day of each and every ☐ month, ☐ quarter, ☐ six (6) months, or ☐ year thereafter, plus a final
installment of the balance of the principal and interest thereon on _____
☐ On _____
Said payment(s) shall be applied first to the payment of interest at the per annum rate provided hereinbelow and any amount
remaining after payment of said interest shall be applied in reduction of the unpaid principal of the note.
☐ Other (Specify) _____

The **RATE** of Interest:

☒ 4.250 % per annum.
☒ The above rate may change as provided below.
A variable rate of interest per annum equal to _____; the following rate:
☐ BancorpSouth Bank Prime Rate; ☒ WSJ Prime Rate; ☐ The index rate listed below.
Said BancorpSouth Prime Rate being that rate of interest as periodically determined by BancorpSouth Bank, One Mississippi Plaza, Tupelo, Mississippi, and said WSJ Prime Rate being the base rate on corporate loans at large United States money center commercial banks as published in The Wall Street Journal. In the event that more than one national Prime Rate is published, the higher of the published rates will apply.
Said Index Rate is as follows: _____
Effect of Variable Rate Change: ☒ The amount of each payment will change; ☐ The final payment will change.
The said interest rate is not necessarily the best interest rate which the bank may, from time to time, offer or contract or charge to Obligor(s) or other borrowers on any other loans or class of loans.
☐ Other (Specify) _____
Said rate of interest is to be adjusted if and as provided hereinbelow.

Effective Date of Rate **ADJUSTMENT**:

☒ The same day that the rate of interest as set out above changes during the term of this note.
☐ On the monthly anniversary date following a change in the rate of interest as set out above during the term of this note.
☐ On the quarterly anniversary date following a change in the rate of interest as set out above during the term of this note.
☐ Other _____

Provided, however, that the rate of interest under this note shall not be adjusted below a minimum of N/A % nor above a maximum of N/A % except that in no event shall the rate of interest under this note exceed the maximum amount permitted by applicable law for a bank chartered under the laws of the State of Mississippi. In the event that the interest rate indicated herein and/or the interest payments made hereunder shall be in excess of the maximum amount permitted by applicable law, said interest rate and/or interest payments shall be considered to be an error, and immediately upon discovery thereof, such rate shall be renegotiated between Bank and Maker(s) and/or that portion of such interest payments that exceeds the maximum amount shall be refunded or, at the election of the Bank, deemed a partial prepayment of principal. From the date of default, or at any time during the continuance of any event of default, or at any time from and after maturity, at Bank's option, and notwithstanding the provisions concerning minimum and maximum interest rates provided in the first sentence of this paragraph, interest is payable per annum at (check appropriate provision) ☐ the maximum rate of interest which the Bank as a bank chartered under the laws of the State of Mississippi is permitted by law to contract and charge; ☒ 0 % in excess of the rate of interest per annum provided hereinabove in the section of this note entitled "The RATE of Interest;" said rate to remain in effect until such default is cured to the Bank's satisfaction, is waived in writing by the Bank, in whole or in part, or the obligation is paid in full. Changes in the rate to be charged hereunder are to become effective without notice to the Obligor(s) hereto as stated hereinabove. Obligor(s) waive(s) notice of any rate adjustments.

Upon demand Obligor(s) agree(s) to pay all expenses and costs related to the loan evidenced hereby incurred or to be incurred in its making, servicing or collection, including, but not limited to, reasonable attorney's fees, filing and recording fees, insurance premiums and taxes. The Obligor(s) further agree(s) to pay to Bank, upon demand, all charges for services rendered or to be rendered by its officers and employees or others with whom the Bank shall contract or otherwise engage for such services directly for inspecting, verifying and servicing the collaterals securing the obligation set forth herein and for the collection of said loan.

The Obligor(s) has/have granted to Bank a lien or security interest in, has/have deposited with Bank or has/have pledged as collateral security for the payment of this and any other present or future indebtedness, advances or liability of the Obligor(s) to Bank, whether now due or hereafter to become due, including, without limitation, any and all antecedent debt, regardless of whether said antecedent debt and/or liabilities are of the same nature and type as that described herein and however evidenced, whether by note, endorsement, overdraft, guaranty, or otherwise, and any extensions or renewals thereof, and any modifications and/or refinancings hereof, directly or indirectly (as principal, endorser, surety, guarantor or otherwise), the property described as follows:



**BANCORPSOUTH BANK****Promissory Note**MAKER(S): HUMANE SOCIETY OF SOUTH MISSISSIPPI INCLOAN #: 228000200730DATE: DECEMBER 24, 2002AMOUNT: \$ 200,000.00

FOR VALUE RECEIVED, the Obligors [which term is used throughout this note and which shall include the undersigned maker(s) together with all endorser(s), surety (sureties), co-maker(s), and guarantor(s) of this note], jointly and severally, promise to pay to the order of BancorpSouth Bank, Tupelo, MS doing business in Mississippi as BANCORPSOUTH BANK negotiable and payable at Bank's office in 2909 13TH STREET, GULFPORT, MS 39501

(herein called "Bank"), its successors and assigns, in current funds of the principal sum of: TWO HUNDRED THOUSAND DOLLARS AND 00 CENTS

(\$ 200,000.00) Dollars, together with interest, calculated on the basis of a (check appropriate provision) ☒ 360 day year, ☐ 365 day year, on the principal debt evidenced hereby from (check appropriate provision) ☐ _____ to maturity, ☒ date to maturity, ☐ date(s) of the disbursement of the proceeds hereof to maturity, and payable as hereinafter set forth. This note shall mature, and said principal debt, and interest thereon, shall be due and payable as provided in the sub-paragraph(s) as follows (check appropriate provisions):

As To PRINCIPAL Only:

☒ On DECEMBER 24, 2003; or
☐ In _____ installments of \$ _____ each, commencing on _____, and on the same day of each and every ☐ month, ☐ quarter, ☐ six (6) months, or ☐ year thereafter, plus a final installment of the balance of the principal and interest thereon on _____.
☐ Other (Specify) _____

As To INTEREST Only:

☒ On JANUARY 20, 2003, and on the same day of each and every ☒ month, ☐ quarter, ☐ six (6) months, or ☐ year thereafter; or
☐ Paid in advance to maturity by discount of the principal; or
☐ At maturity.
☐ Other (Specify) _____

As To JOINT Principal and Interest:

☐ In _____ installments of \$ _____ each, commencing on _____, and on the same day of each and every ☐ month, ☐ quarter, ☐ six (6) months, or ☐ year thereafter, plus a final installment of the balance of the principal and interest thereon on _____.
☐ On _____
Said payment(s) shall be applied first to the payment of interest at the per annum rate provided hereinbelow and any amount remaining after payment of said interest shall be applied in reduction of the unpaid principal of the note.
☐ Other (Specify) _____

The RATE of Interest:

☒ 4.250 % per annum.
☒ The above rate may change as provided below.
A variable rate of interest per annum equal to _____; the following rate:
☐ BancorpSouth Bank Prime Rate; ☒ WSJ Prime Rate; ☐ The index rate listed below.
Said BancorpSouth Prime Rate being that rate of interest as periodically determined by BancorpSouth Bank, One Mississippi Plaza, Tupelo, Mississippi, and said WSJ Prime Rate being the base rate on corporate loans at large United States money center commercial banks as published in The Wall Street Journal. In the event that more than one national Prime Rate is published, the higher of the published rates will apply.
Said Index Rate is as follows: _____
Effect of Variable Rate Change: ☒ The amount of each payment will change; ☐ The final payment will change.
The said interest rate is not necessarily the best interest rate which the bank may, from time to time, offer or contract or charge to Obligor(s) or other borrowers on any other loans or class of loans.
☐ Other (Specify) _____

Said rate of interest is to be adjusted if and as provided hereinbelow.

Effective Date of Rate ADJUSTMENT:

☒ The same day that the rate of interest as set out above changes during the term of this note.
☐ On the monthly anniversary date following a change in the rate of interest as set out above during the term of this note.
☐ On the quarterly anniversary date following a change in the rate of interest as set out above during the term of this note.
☐ Other _____

Provided, however, that the rate of interest under this note shall not be adjusted below a minimum of N/A % nor above a maximum of N/A % except that in no event shall the rate of interest under this note exceed the maximum amount permitted by applicable law for a bank chartered under the laws of the State of Mississippi. In the event that the interest rate indicated herein and/or the interest payments made hereunder shall be in excess of the maximum amount permitted by applicable law, said interest rate and/or interest payments shall be considered to be an error, and immediately upon discovery thereof, such rate shall be renegotiated between Bank and Maker(s) and/or that portion of such interest payments that exceeds the maximum amount shall be refunded or, at the election of the Bank, deemed a partial prepayment of principal. From the date of default, or at any time during the continuance of any event of default, or at any time from and after maturity, at Bank's option, and notwithstanding the provisions concerning minimum and maximum interest rates provided in the first sentence of this paragraph, interest is payable per annum at (check appropriate provision) ☐ the maximum rate of interest which the Bank as a bank chartered under the laws of the State of Mississippi is permitted by law to contract and charge; ☒ 0 % in excess of the rate of interest per annum provided hereinabove in the section of this note entitled "The RATE of Interest;" said rate to remain in effect until such default is cured to the Bank's satisfaction, is waived in writing by the Bank, in whole or in part, or the obligation is paid in full. Changes in the rate to be charged hereunder are to become effective without notice to the Obligor(s) hereto as stated hereinabove. Obligor(s) waive(s) notice of any rate adjustments.

Upon demand Obligor(s) agree(s) to pay all expenses and costs related to the loan evidenced hereby incurred or to be incurred in its making, servicing or collection, including, but not limited to, reasonable attorney's fees, filing and recording fees, insurance premiums and taxes. The Obligor(s) further agree(s) to pay to Bank, upon demand, all charges for services rendered or to be rendered by its officers and employees or others with whom the Bank shall contract or otherwise engage for such services directly for inspecting, verifying and servicing the collaterals securing the obligation set forth herein and for the collection of said loan.

The Obligor(s) has/have granted to Bank a lien or security interest in, has/have deposited with Bank or has/have pledged as collateral security for the payment of this and any other present or future indebtedness, advances or liability of the Obligor(s) to Bank, whether now due or hereafter to become due, including, without limitation, any and all antecedent debt, regardless of whether said antecedent debt and/or liabilities are of the same nature and type as that described herein and however evidenced, whether by note, endorsement, overdraft, guaranty, or otherwise, and any extensions or renewals thereof, and any modifications and/or refinancings hereof, directly or indirectly (as principal, endorser, surety, guarantor or otherwise), the property described as follows:



together with all improvements and appurtenances now or hereafter erected on, and all fixtures of any and every description now or hereafter attached to, said land (all being herein referred to as the "Property"). Notwithstanding any provision in this agreement or in any other agreement with Secured Party, the Secured Party shall not have a nonpossessory security interest in and its Collateral or Property shall not include any household goods (as defined in Federal Reserve Board Regulation AA, Subpart B), unless the household goods are identified in a security agreement and are acquired as a result of a purchase money obligation. Such household goods shall only secure said purchase money obligation (including any refinancing thereof).

THIS CONVEYANCE, HOWEVER, IS IN TRUST to secure prompt payment of all existing and future Indebtedness due by Debtor to Secured Party under the provisions of this Deed of Trust. If Debtor shall pay said Indebtedness promptly when due and shall perform all covenants made by Debtor, then this conveyance shall be void and of no effect. If Debtor shall be in default as provided in Paragraph 9, then, in that event, the entire Indebtedness, together with all interest accrued thereon, shall, at the option of Secured Party, be and become at once due and payable without notice to Debtor, and Trustee shall, at the request of Secured Party, sell the Property conveyed, or a sufficiency thereof, to satisfy the Indebtedness at public outcry to the highest bidder for cash. Sale of the property shall be advertised for three consecutive weeks preceding the sale in a newspaper published in the county where the Property is situated, or if none is so published, then in some newspaper having a general circulation therein, and by posting a notice for the same time at the courthouse of the same county. The notice and advertisement shall disclose the names of the original debtors in this Deed of Trust. Debtors waive the provisions of Section 89-1-55 of the Mississippi Code of 1972 as amended, if any, as far as this section restricts the right of Trustee to offer at sale more than 160 acres at a time, and Trustee may offer the property herein conveyed as a whole, regardless of how it is described.

If the Property is situated in two or more counties, or in two judicial districts of the same county, Trustee shall have full power to select in which county, or judicial district, the sale of the property is to be made, newspaper advertisement published and notice of sale posted, and Trustee's selection shall be binding upon Debtor and Secured Party. Should Secured Party be a corporation or an unincorporated association, then any officer thereof may declare Debtor to be in default as provided in Paragraph 9 and request Trustee to sell the Property. Secured Party shall have the same right to purchase the property at the foreclosure sale as would a purchaser who is not a party to this Deed of Trust.

From the proceeds of the sale Trustee shall first pay all costs of the sale including reasonable compensation to Trustee; then the Indebtedness due Secured Party by Debtor, including accrued interest and attorney's fees due for collection of the debt; then all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances; and then, lastly, any balance remaining to Debtor.

IT IS AGREED that this conveyance is made subject to the covenants, stipulations and conditions set forth below which shall be binding upon all parties hereto.

1. This Deed of Trust shall also secure all future and additional advances which Secured Party may make to Debtor from time to time upon the security herein conveyed whether or not such future advances or future obligations are incurred for any purpose that was related or unrelated to the purpose of the promissory note(s) referenced above. Such advances shall be optional with Secured Party and shall be on such terms as to amount, maturity and rate of interest as may be mutually agreeable to both Debtor and Secured Party. Any such advance may be made to any one of the Debtors should there be more than one, and if so made, shall be secured by this Deed of Trust to the same extent as if made to all Debtors.

2. This Deed of Trust shall also secure any and all other Indebtedness (including, without limitation, antecedent debt) of Debtor due to Secured Party with interest thereon as specified, or of any one of the Debtors should there be more than one, whether direct or contingent, primary or secondary, sole, joint or several, now existing or hereafter arising at any time before cancellation of this Deed of Trust and regardless of whether any of the indebtedness is of the same nature or type as that described herein. Such Indebtedness may be evidenced by note, open account, overdraft, endorsement, guaranty or otherwise.

3. Debtor shall keep all improvements on the land herein conveyed insured against fire, all hazards included with the term "extended coverage," flood in areas designated by the U.S. Department of Housing and Urban Development as being subject to overflow and such other hazards and in such amounts as Secured Party may reasonably require. All policies shall be written by reliable insurance companies acceptable to Secured Party, shall include standard loss payable clauses in favor of Secured Party and shall be delivered to Secured Party. Debtor shall promptly pay when due all premiums charged for such insurance, and shall furnish Secured Party the premium receipts for inspection. Upon Debtor's failure to pay the premiums, Secured Party shall have the right, but not the obligation, to pay such premiums. In the event of a loss covered by the insurance in force, Debtor shall promptly notify Secured Party who may make proof of loss if timely proof is not made by Debtor. All loss payments shall be made directly to Secured Party as loss payee who may either apply the proceeds to the repair or restoration of the damaged improvements or to the Indebtedness of Debtor, or release such proceeds in whole or in part to Debtor.

4. Debtor shall pay all taxes and assessments, general or special, levied against the Property or upon the interest of Trustee or Secured Party therein, during the term of this Deed of Trust before such taxes or assessments become delinquent, and shall furnish Secured Party the tax receipts for inspection. Should Debtor fail to pay all taxes and assessments when due, Secured Party shall have the right, but not the obligation, to make these payments.

5. Debtor shall keep the Property in good repair and shall not permit or commit waste, impairment or deterioration thereof. Debtor shall use the Property for lawful purposes only. Secured Party may make or arrange to be made entries upon and inspections of the Property after first giving Debtor notice prior to any inspection specifying a just cause related to Secured Party's interest in the Property. Secured Party shall have the right, but not the obligation, to cause needed repairs to be made to the Property after first affording Debtor a reasonable opportunity to make the repairs.

Should the purpose of the primary Indebtedness for which this Deed of Trust is given as security be for construction of improvements on the land herein conveyed, Secured Party shall have the right to make or arrange to be made entries upon the Property and inspections of the construction in progress. Should Secured Party determine that Debtor is failing to perform such construction in a timely and satisfactory manner, Secured Party shall have the right, but not the obligation, to take charge of and proceed with the construction at the expense of Debtor after first affording Debtor a reasonable opportunity to continue the construction in a manner agreeable to Secured Party.

6. Any sums advanced by Secured Party for insurance, taxes, repairs or construction as provided in Paragraphs 3, 4 and 5 shall be secured by this Deed of Trust as advances made to protect the Property and shall be payable by Debtor to Secured Party, with interest at the rate specified in the note representing the primary Indebtedness, within thirty days following written demand for payment sent by Secured Party to Debtor by certified mail. Receipts for insurance premiums, taxes and repair or construction costs for which Secured Party has made payment shall serve as conclusive evidence thereof.

7. As additional security Debtor hereby assigns to Secured Party all rents accruing on the Property. Debtor shall have the right to collect and retain the rents as long as Debtor is not in default as provided in Paragraph 9. In the event of default, Secured Party in person, by an agent or by a judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and collect the rents. All rents so collected shall be applied first to the costs of managing the Property and collecting the rents, including fees for a receiver and an attorney, commissions to rental agents, repairs and other necessary related expenses and then to payments on the Indebtedness.

8. If all or any part of the Property, or an interest therein, is sold or transferred by Debtor, excluding (a) the creation of a lien subordinate to this Deed of Trust, (b) a transfer by devise, by descent or by operation of law upon the death of a joint owners or (c) the grant of a leasehold interest of three years or less not containing an option to purchase, Secured Party may declare all the Indebtedness to be immediately due and payable. Secured Party shall be deemed to have waived such option to accelerate if, prior or subsequent to the sale or transfer, Secured Party and Debtor's successor in interest reach agreement in writing that the credit of such successor in interest is satisfactory to Secured Party and that the successor in interest will assume the Indebtedness so as to become personally liable for the payment thereof. Upon Debtor's successor in interest executing a written assumption agreement accepted in writing by Secured Party, Secured Party shall release Debtor from all obligations under the Deed of Trust and the Indebtedness unless the Assumption Agreement states otherwise.

If the conditions resulting in a waiver of the option to accelerate are not satisfied, and if Secured Party elects not to exercise such option, then any extension or modification of the terms of repayment from time to time by Secured Party shall not operate to release Debtor or Debtor's successor in interest from any liability imposed by this Deed of Trust or by the Indebtedness.

If Secured Party elects to exercise the option to accelerate, Secured Party shall send Debtor notice of acceleration by certified mail. Such notice shall provide a period of thirty days from the date of mailing within which Debtor may pay the Indebtedness in full. If Debtor fails to pay such Indebtedness prior to the expiration of thirty days, Secured Party may, without further notice to Debtor, invoke any remedies set forth in this Deed of Trust.

9. Debtor shall be in default under the provisions of this Deed of Trust, at the option of Secured Party, if debtor (a) shall fail to comply with any of Debtor's covenants or obligations contained herein, or in the note(s) or in the Loan Agreement, (b) shall fail to pay any of the indebtedness secured hereby, or any installment thereof or interest thereon, as such indebtedness, installment or interest shall be due by contractual agreement or by acceleration, (c) shall become bankrupt or insolvent or be placed in receivership, or upon the death of Debtor, (d) shall, if a corporation, a partnership or an unincorporated association, be dissolved voluntarily or involuntarily, or (e) if Secured Party in good faith deems itself insecure and its prospect of repayment seriously impaired.

10. Secured Party may at any time, without giving formal notice to the original or any successor Trustee, or to Debtor, and without regard to the willingness or inability of any such Trustee to execute this trust, appoint another person or succession of persons to act as Trustee, and such appointee in the execution of this trust shall have all the powers vested in and obligations imposed upon Trustee. Should Secured Party be a corporation or an unincorporated association, then any officer thereof may make such appointment.

11. Each privilege, option or remedy provided in this Deed of Trust to Secured Party is distinct from every other privilege, option or remedy contained herein or afforded by law or equity, and may be exercised independently, concurrently, cumulatively or successively by Secured Party or by any other owner or holder of the Indebtedness. Forbearance by Secured Party in exercising any privilege, option or remedy after the right to do so has accrued shall not constitute a waiver of Secured Party's right to exercise such privilege, option or remedy in event of any subsequent accrual.

12. The words "Debtor" or "Secured Party" shall each embrace one individual, two or more individuals, a corporation, a partnership or an unincorporated association, depending on the recital herein of the parties to this Deed of Trust. The covenants herein contained shall bind, and the benefits herein provided shall inure to, the respective legal or personal representatives, successors or assigns of the parties hereto subject to the provisions of Paragraph 8. If there be more than one Debtor, then Debtor's obligations shall be joint and several. Whenever in this Deed of Trust the context so requires, the singular shall include the plural and the plural the singular. Notices required herein from Secured Party to Debtor shall be sent to the address of Debtor shown in this Deed of Trust.

13. This Deed of Trust is given and taken in renewal and extension of the following described Deed(s) of Trust which are recorded in the Book(s) and at the page(s) of the deeds and records of the county(ies) of the State of Mississippi shown below, and is in no way intended to void said deed(s) of trust or impair the security thereof,
to-wit:

Trust Deed Dated _____	recorded in Book _____	Page _____	of _____	County, MS
Trust Deed Dated _____	recorded in Book _____	Page _____	of _____	County, MS
Trust Deed Dated _____	recorded in Book _____	Page _____	of _____	County, MS

IN WITNESS WHEREOF, Debtor has executed this Deed of Trust on the 24TH day of DECEMBER 2002.

CORPORATE, PARTNERSHIP OR ASSOCIATION SIGNATURE

INDIVIDUAL SIGNATURES

Humane Society of South Mississippi

Name of Debtor

By

Timothy W. Kane Treasurer

Attest:

Evelyn S. D. Bardenheer Vice President
Title

(Seal)

RESOLUTION AUTHORIZING INDEBTEDNESS AND SECURITY

TO: BancorpSouth Bank ("Lender")

Name and Address of Organization:

Humane Society of South Mississippi

Federal Tax I.D. Number: 64-6034439

13756 Washington Ave.

Date of Meeting: _____

Gulfport, MS 39503-4702

Type of Organization:

- ☒ Corporation
☐ Partnership
☐ Limited Liability Company
☐ Sole Proprietorship
☐ Unincorporated Religious Society
☐ Unincorporated Association
☐ Other: _____

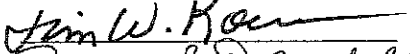
Governing Body:

- Board of Directors
Partners
Members and/or Managers
Owner
Board of Trustees, Deacons or Elders
Board of Directors or _____

I/we hereby certify that the following resolutions were unanimously adopted, approved, and confirmed by the Organization at a meeting of the Governing Body held on the date set forth above, which was duly noticed and attended by a quorum of such persons, or conducted pursuant to a waiver of notice and unanimous consent to action in lieu thereof:

RESOLVED, that the Organization obtain from the Lender, from time to time, such loans, credits and advances as, in the judgement of the person(s) hereinafter authorized, the Organization may require;

RESOLVED, that any _____ (if no number is specified, then any one) of the following persons:

Name	Title	Specimen Signature
Timothy Koerner	Treasurer	
<u>Evelyn S. DeBardleben</u>	<u>Vice President</u>	<u>Evelyn S. DeBardleben</u>

and, in their stead, the respective successors thereof (whether one or more, the "Authorized Representatives"), are now and hereafter authorized for and in the name of the Organization, from time to time, (1) to execute and deliver notes, loan agreements, leases, and other instruments evidencing indebtedness to the Lender (including without limitations, renewals, extensions, and amendments relating to such instruments or indebtedness) and to convey, assign, transfer, pledge, mortgage, grant a security interest in, or otherwise hypothecate and deliver by such instruments as the Lender deems necessary, any property of the Organization, including real and personal property and chooses in action, required by the lender to secure the payment thereof; (2) to discount with, assign or sell to the Lender, conditional sales contracts, notes, acceptances, drafts, receivables, leases and other indebtedness payable to the Organization, upon such terms as the Lender may agree upon, and to endorse in the name of the organization all documents or instruments relating to such indebtedness so discounted, assigned or sold, and to guarantee payment thereof to the Lender; (3) to guarantee the indebtedness of any third-party to the Lender, and to convey, assign, transfer, pledge, mortgage, grant a security interest in, or otherwise hypothecate and deliver by such instruments as the Lender deems necessary, any property of the Organization, including real and personal property and chooses in action, required by the Lender to secure the payment thereof; and (4) to perform all acts and execute and deliver all documents and instruments deemed necessary to carry out the purposes of this resolution.

RESOLVED, that any one of the Authorized Representatives be and is now and hereafter authorized for and in the name of the Organization from time to time, to request draws and advances in connection with any indebtedness of the Organization to the Lender pursuant to this resolution.

RESOLVED, that the authority herein given to the Authorized Representatives will continue in full force and effect and shall remain irrevocable as far as the Lender is concerned until the Lender has a reasonable time to act upon written notice from the Governing Body of the Organization that revokes the authority herein granted, which shall have prospective effect only;

RESOLVED, that these resolutions are expressly not exclusive of others who may act for and in the name of the Organization and upon whom the Lender may reasonably rely:

RESOLVED, that any and all acts authorized pursuant to these resolutions and performed prior to the passage of these resolutions are hereby ratified and approved; and

RESOLVED, that any officer of the Organization or any member of the Governing Body is authorized to certify these resolutions, which shall supersede all resolutions of like tenor previously furnished to the Lender.

AGREEMENT

This agreement made this the 24th day of December 2002 by and between Aschaffenburg Investments, LLC, hereinafter "seller", and Humane Society of South Mississippi, Inc.. hereinafter "buyer" and the buyer and seller do hereby agree as follows:

1. That in the event that the buyer is unable to use the property purchased as described on Exhibit "A" as an animal shelter, within three years, then the seller agrees to buy back the property for the sum of \$500,000.00.
2. In the event that the buyer does not begin construction on said animal shelter within three years, then the seller has the option to buy back the property for the sum of \$500,000.00.

Witness our signatures the 24th day of December, 2002.

Aschaffenburg Investments, LLC
by: Eric Aschaffenburg
Eric Aschaffenburg, managing member

Humane Society of South Mississippi, Inc.

by: Evelyn S. D. Bardeliken
its: V. V.

Janethy W. Koen
its: Treasurer

Deposit Summary

3/17/2023 9:57 AM

HSSM

Summary of Deposits to UN-RESTRICTED BANK ACCOUNTS:1010 · Operating on 03/17/2023

Chk No.	PmtMethod	Rcd From	Memo	Amount
12125	Cash	Deposit-Adoptions/Retail	Retail 03/16/23	392.19
	Check	Deposit-Adoptions/Retail	Retail 03/16/23	50.00
	Cash	Deposit-Clinic	Clinic 03/16/23	209.51
	Cash	Deposit-Thrift Store	Thrift 03/16/23	423.29
	Cash	Deposit - Surrender	Surrender 03/16/23	202.00

Less Cash Back:

Deposit Total: 1,276.99

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION 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, ASCHAFFENBURG INVESTMENTS, L.L.C., a Mississippi Limited Liability Company, Grantor, does hereby warrant, sell, and convey unto HUMANE SOCIETY OF SOUTH MISSISSIPPI, INC., a Mississippi non-profit corporation, the following described real property situated in the First Judicial District of Harrison County, Mississippi, and being more fully described as follows:

Lots 12 - 30, Block 7, Original Gulfport, and that portion of 27th Ave, vacated between 27th Street and 28th Street adjoining Lots 16 - 30 of said Block 7, City of Gulfport, First Judicial District of Harrison County, Mississippi

and

Lots 1 - 28, Block 20, Original Gulfport, and vacated 26th and 27th Ave. between 26th and 27th Street adjoining said block, the platted alley within said Block 20 between 26th and 27th Street, a portion of Lot 7, Lot 8 and a portion of Lot 9, Lots 15 - 28 and a portion of the vacated alley within said Block 21, Original Gulfport, described as:

Commencing at the SE corner of Block 21, Original Gulfport, thence N 89 degrees 18' 42" W 111.95 feet to the point of beginning. From said point of beginning thence N 89 degrees 18' 42" W 457.84 feet; thence N 00 degrees 04' 00" W 349.98 feet; thence S 89 degrees 19' 1" E 269.95 feet; thence S 89 degrees 19' 41" E 80.17 feet; thence S 89 degrees 19' 52" E 109.80 feet; thence S 00 degrees 00' 53" E 57.73 feet; thence S 88 degrees 57' 37" W 113.74 feet; thence S 00 degrees 44' 46" E 138.94 feet to the point of beginning.

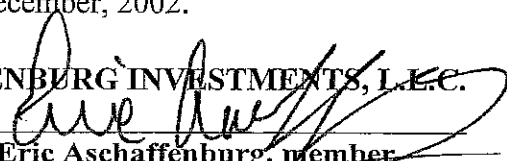
The above-described property is subject to any and all applicable restrictions, declarations, assessments, easements, or encumbrances, on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

Taxes on the subject property are pro-rated as of the date of this instrument and are assumed by the Grantees for the year 2002 and subsequent years.

WITNESS OUR SIGNATURES, this the 24 day of December, 2002.

ASCHAFFENBURG INVESTMENTS, L.L.C.

BY:

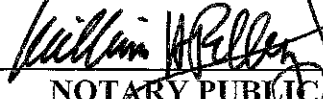

Eric Aschaffenburg, member

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Eric Aschaffenburg acknowledged that he is the managing member of ASCHAFFENBURG INVESTMENTS, L.L.C., A MISSISSIPPI LIMITED LIABILITY COMPANY, acknowledged that he signed, sealed, and delivered the above and foregoing instrument of writing on the day and in the year therein after having been duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this the 24th day of December, 2002.


NOTARY PUBLIC

My Commission Expires:

12/14/2003

FILING INSTRUCTIONS:

GRANTOR:

Aschaffenburg Investments, LLC
625 E. Scenic Drive
Pass Christian, MS 39571
(228) 452-2228

GRANTEE:

Humane Society of South Mississippi
Washington Ave.
Gulfport, MS 39507
(228) 863-3354

Indexing:

All of Blocks 20 and 21, Original Gulfport

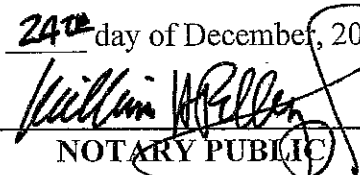
*Document prepared by
William H. Petley, Jr.
Attorney at Law
P.O. Box 1326
Gulfport, MS 39502
601-863-7373*

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Eric Aschaffenburg acknowledged that he is the managing member of ASCHAFFENBURG INVESTMENTS, L.L.C., A MISSISSIPPI LIMITED LIABILITY COMPANY, acknowledged that he signed, sealed, and delivered the above and foregoing instrument of writing on the day and in the year therein after having been duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this the 24th day of December, 2002.


NOTARY PUBLIC

My Commission Expires:

12/12/2003

FILING INSTRUCTIONS:

GRANTOR: Aschaffenburg Investments, LLC
625 E. Scenic Drive
Pass Christian, MS 39571
(228) 452-2228

GRANTEE: Humane Society of South Mississippi
Washington Ave.
Gulfport, MS 39507
(228) _____

Indexing: All of Blocks 20 and 21, Original Gulfport

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION 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, DANE & ASSOCIATES, L.L.C., a Mississippi Limited Liability Company, Grantor, does hereby warrant, sell, and convey unto HUMANE SOCIETY OF SOUTH MISSISSIPPI, INC., a Mississippi non-profit corporation, Grantee, the improvements located on the following described real property situated in the First Judicial District of Harrison County, Mississippi, and being more fully described as follows:

Lots 1-6, inclusive, Block 21, Original Gulfport, and per the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

and also

The east ½ of that certain alley between Lots 1-6 and Lots 23 - 28, Block 21, Original Gulfport, per final decree rendered in the Chancery Court of Harrison County, Mississippi in cause # 81,064, rendered July 20, 1982 filed in Final Decree book 934 page 570.

The above-described property is subject to any and all applicable restrictions, declarations, assessments, easements, or encumbrances, on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

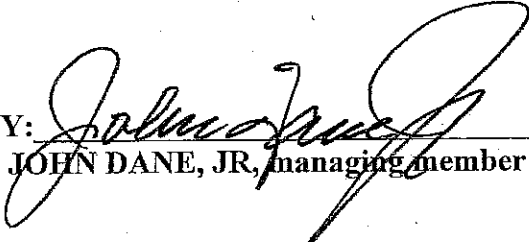
Taxes on the subject property are assumed by the Grantee for the year 2003 and subsequent years.

By acceptance of this deed, the grantee does hereby agree to fully indemnify and hold harmless the grantors from any and all environmental claims for damages and/or clean-up costs from any contamination occurring on the property prior to the date of this deed.

WITNESS OUR SIGNATURES, this the 26th day of June, 2003.

DANE & ASSOCIATES, L.L.C.

BY:

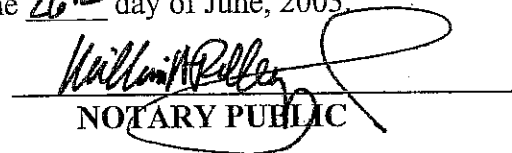

JOHN DANE, JR., managing member

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named John Dane, Jr. acknowledged that he is the managing member of **DANE & ASSOCIATES, L.L.C., A MISSISSIPPI LIMITED LIABILITY COMPANY**, acknowledged that he signed, sealed, and delivered the above and foregoing instrument of writing on the day and in the year therein after having been duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this the 26TH day of June, 2003.


NOTARY PUBLIC

My Commission Expires:

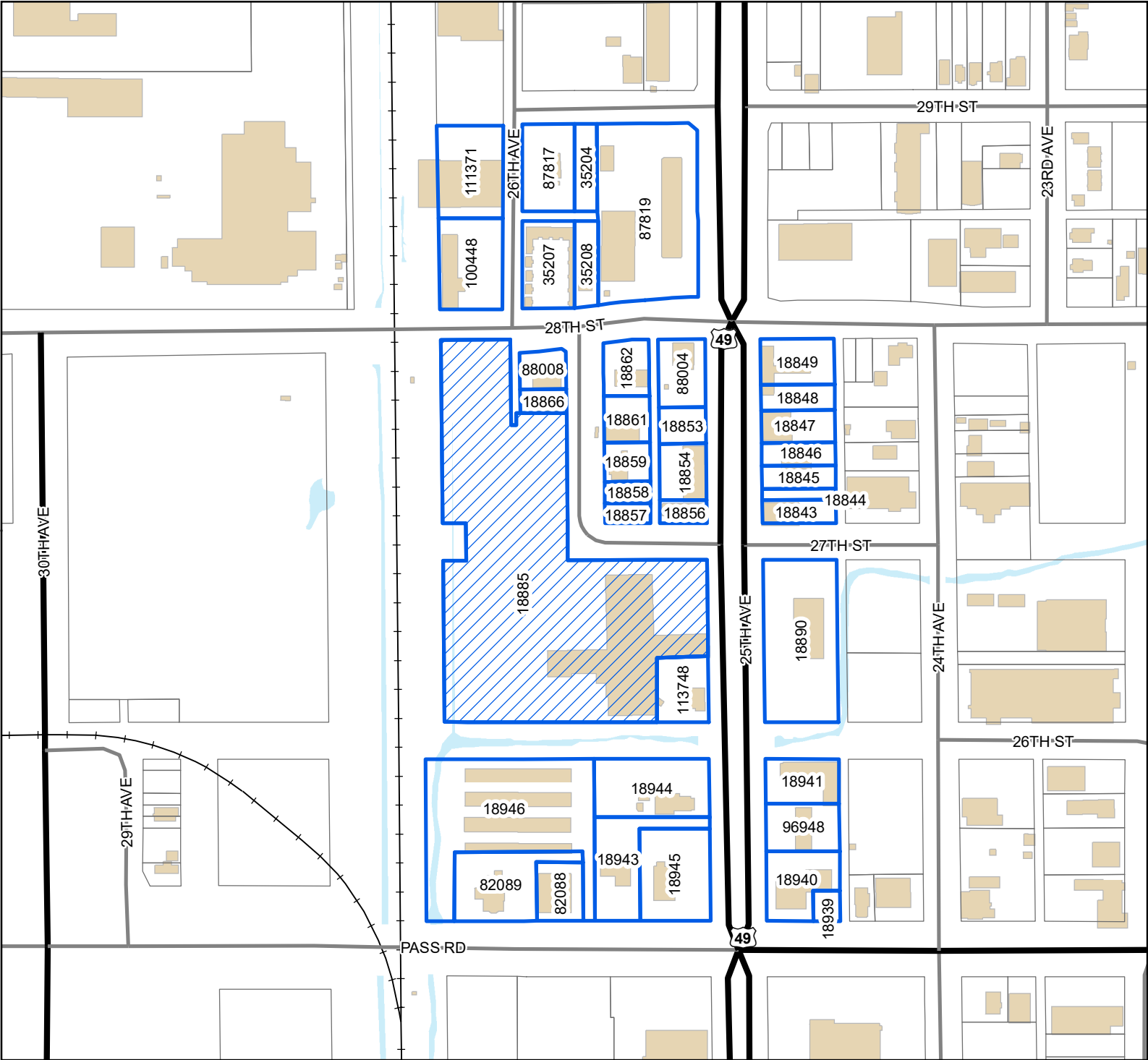
12/12/2003

FILING INSTRUCTIONS:

GRANTOR: Dane & Associates, L.L.C.
736 W. Beach Blvd.
Pass Christian, MS 39571
(228)452-1241

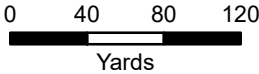
GRANTEE: Humane Society of South Mississippi
Washington Ave.
Gulfport, MS 39507
(228)_____ - _____

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			LORI WEST (OWNERS)	2615 25th Ave	GULFPORT	MS	39501
			Adjacent Property Owners (2305ZB044)				
	96948	0811C-04-041.002	DGK LLC	825 OLD FORGE RD	CHAPIN	SC	29036
	18940	0811C-04-040.000	SAINATH INVESTMENTS LLC	2500 25TH AVE	GULFPORT	MS	39501
	18856	0811C-05-004.000	PRICE MICHAEL T & DEBRA ANN	2701 25TH AVE	GULFPORT	MS	39501
	18844	0811C-04-044.000	WETZEL JAMES K & GARNETTE & GARNER	616 E BEACH BLVD	GULFPORT	MS	39501
	18857	0811C-05-005.000	MILLER LOUIS H	529 WINDSOR DRIVE	MADISON	MS	39110
	35204	0810N-04-060.000	ACEVEDO HENRY	2810 26TH AVE	GULFPORT	MS	39501
	18849	0811C-04-050.000	KEESLER FEDERAL CREDIT UNION	2602 PASS RD	BILOXI	MS	39531
	18946	0811C-05-022.000	WALROTH FRANCES T	PO BOX 8950	MOSS POINT	MS	39562
	18944	0811C-05-019.000	AR & ZY LLC	201 SOUTHWOOD DR	GRETNA	LA	70056
	100448	0810M-01-002.002	ENGLISH PROPERTIES LLC	1000 EAST I-65 SERVICE RD N	MOBILE	AL	36617
	111371	0810M-01-002.003	REGISTER JEFF	10928 CHANNELSIDE DR	GULFPORT	MS	39503
	18890	0811C-04-042.000	AVRITT DAVID J	2530 EAST BAYSHORE RD	GULF BREEZE	FL	32563
	88008	0811C-05-011.000	QUICKFREEZE HOLDINGS LLC	334 E BEACH BLVD	GULFPORT	MS	39507
	18846	0811C-04-046.000	SMALL PROPERTIES LLC	15384 5TH ST	GULFPORT	MS	39503
	35208	0810N-04-064.000	PAYNE ROBERT A JR	13331 COUNTRY LANE	BILOXI	MS	39532
	35207	0810N-04-063.000	SOUTHERN LAND & RESOURCE CO INC	P O BOX 6423	GULFPORT	MS	39506
	18943	0811C-05-021.000	YORK GALE -TRUSTEE-	889 MANOO COURT	DIAMONDHEAD	MS	39525
	18859	0811C-05-007.000	TOMOHAWK PROPERTIES LLC	7247 LIVE OAK WAY	PASS CHRISTIAN	MS	39571
	113748	0811C-05-017.001	2605 25TH AVENUE LLC	7492 BEATLINE RD	LONG BEACH	MS	39560
	18941	0811C-04-041.000	ARGUELLES T L -TRUSTEE-	16347 SWEET CARLOYN RD	BILOXI	MS	39532
	18945	0811C-05-020.000	BURGER KING CORP	P O BOX 020783	MIAMI	FL	33102
	82088	0811C-05-022.001	RELEAF REALESTATE COMPANY LLC	5010 VETERANS HWY	METAIRIE	LA	70006
	18847	0811C-04-047.000	RICHBURG LARRY T & BETTY J	116 CLOWER AVE	LONG BEACH	MS	39560
	82089	0811D-01-027.000	SEVEN MOORE INC	2610 PASS RD	GULFPORT	MS	39501
	18854	0811C-05-003.000	BANA LLC	2015 MAGAZINE ST	NEW ORLEANS	LA	70130
	18858	0811C-05-006.000	VENABLE BONNIE MICHELLE	2704 26TH AVE	GULFPORT	MS	39501
	88004	0811C-05-001.000	TRAN THU	150 W SECOND ST	PASS CHRISTIAN	MS	39571
	18939	0811C-04-040.001	METRO FOODS OF GULFPORT SOUTH LLC	204 N I-10 SERVICE RD E	METAIRIE	LA	70005
	18885	0811C-05-018.000	HUMANE SOCIETY OF SOUTH MISS	2617 25TH AVE	GULFPORT	MS	39507
	18861	0811C-05-008.000	MOSS ALVIN E	2511 28TH ST	GULFPORT	MS	39501
	18862	0811C-05-009.000	NGUYEN LIEN	150 W SECOND STREET	PASS CHRISTIAN	MS	39571
	87819	0810N-04-065.000	CBSM II LLC	201 BROAD ST SUITE 200	ROME	GA	30161



Legend

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



1 inch = 300 feet



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

RE: Variance 2305ZB044, by owner Lori West, seeking approval to allow for a 11-foot front yard setback where 25-feet is required, Tax Parcel 0811C-05-018.000, 2615 25th ave, Zoned B-2 (General business), Ward 3.

To Applicants and Adjacent Property Owners:

The City of Gulfport Zoning Board of Adjustments and Appeals will hold a public hearing to consider the above application at 3:00 P.M. on **Thursday, May 18, 2023**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Zoning Board for **Thursday, May 18, 2023**. 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:**

IPL0120452

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

53.68

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**

April 27, 2023 10:11:08 AM EDT

Amount:

53.68

SCHEDULE FOR AD NUMBER IPL01204520

May 3, 2023

SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL01204520**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979, as amended, notice is hereby given advising that the Zoning Board of Adjustment and Appeals will hold a public hearing in the City of Gulfport, Mississippi at 3:00 P.M., Thursday, May 18, 2023 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.

Special Exception 2304SE038, by agent Kenyetter Johnson, is seeking approval for day care use, Tax Parcel 0808L-04-001.001, 15487 Oak Ln, Zoned B-4 (Highway Business), Ward 7

Variance 2305ZB044, by owner Lori West, seeking approval to allow for a 11-foot front yard setback where 25-feet is required, Tax Parcel 0811C-05-018.000, 2615 25th Avenue Zoned B-2 (General business), Ward 3.

Variance 2305ZB045, by owner David Ray Roundtree, seeking approval for an additional accessory structure, Tax Parcel 0911D-07-044.000, 2222 Cypress Ave, Zoned R-1-7.5(Single family) Ward 2

Special Exception 2305SE050, by agent Twila Johnson, seeking approval for a child day care usage, Tax Parcel 0808E-04-001.001, 12259 Hwy 49, Zoned B-4(Highway Business), Ward 7

This the 26th day of April 2023

A. Leslie North, Chairman

City of Gulfport Zoning Board of Adjustment and Appeals

W00000000

Publication Dates

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

MEMORANDUM

To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Su-Lin Featherston, Planning Administrator
Urban Development Department

Date of Hearing: May 18, 2023

Re: Variance 2305ZB045:

Variance 2305ZB045, by owner David Ray Roundtree, seeking approval for an additional accessory structure, Tax Parcel 0911D-07-044.000, 2222 Cypress Ave, Zoned R-1-7.5(Single family) Ward 2

Technical Report

VARIANCE

GENERAL INFORMATION

Case File Number: 2304ZB045

Hearing Date: May 18, 2023

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

Legal: Variance 2305ZB045, by owner David Ray Roundtree, seeking approval for an additional accessory structure, Tax Parcel 0911D-07-044.000, 2222 Cypress Ave, Zoned R-1-7.5(Single family) Ward 2

TECHNICAL DETAILS

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

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

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

Technical Report

VARIANCE

The applicant requests a variance for an additional detached accessory structure where only one is allowed.

- (a) Applicant does not address this section.
- (b) Applicant does not fully address this section; however, the applicant does state that they have an existing shed on the property.
- (c) The applicant claims that their hardship is that there is an existing shed on their property.
- (d) The applicant does not address the question. Upon staff review of the surrounding district, there are other properties that have detached multiple accessory structures. No records for permits for these structures can be found in our system, indicating that they are pre-existing nonconforming.
- (e) Applicant states that approval of this variance will not grant them any special privileges. Upon staff review of the attached site plans, the proposed additional shed will not exceed height requirements, will not exceed the maximum square footage requirement with the existing shed, and with conferring with the applicant: the proposed shed will be built in line with the existing shed meaning that rear setbacks will be met. In addition, listed setbacks for the proposed shed will meet setback requirements for the applicant's zoning district.
- (f) This property is zoned R-1-7.5, and a single-family home with one accessory structure are allowed by right.

EXECUTIVE SUMMARY

Applicant is requesting approval for an additional detached structure on their property. The six hardship criteria has not been met, and the hardship provided does not meet merit. However; upon staff review of the site plans for the proposed shed, the proposed does meet setback requirements for the zoning district and does not exceed the maximum square footage requirement with the existing shed. In addition with the surrounding properties within the applicant's districts having multiple detached structures, granting the variance would not grant any special privileges that others in the same district cannot receive. With these in mind, approval of the applicant's request would be in harmony with other past variance requests for additional detached structures throughout the City of Gulfport.

Any approval should consider these conditions:

- 1. Must meet all current building Codes and City of Gulfport Ordinances.
- 2. Approval allows an additional detached accessory structure where only one is allowed.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 5/5/2018.

Public Works: No conditions. Memo dated 5/1/2023.

Traffic and Safety: No conditions. Memo dated 5/4/2023.



Technical Report

VARIANCE

Building Code Services: Must meet all current building Codes and City of Gulfport Ordinances. Memo dated 5/1/2023.

GIS: No comments as of 5/9/2023.

Police Department: No conditions Memo dated 5/1/2023.

Fire Department: No conditions. Memo dated 5/1/2023.

City Arborist: No conditions. Memo dated 5/51/2023.

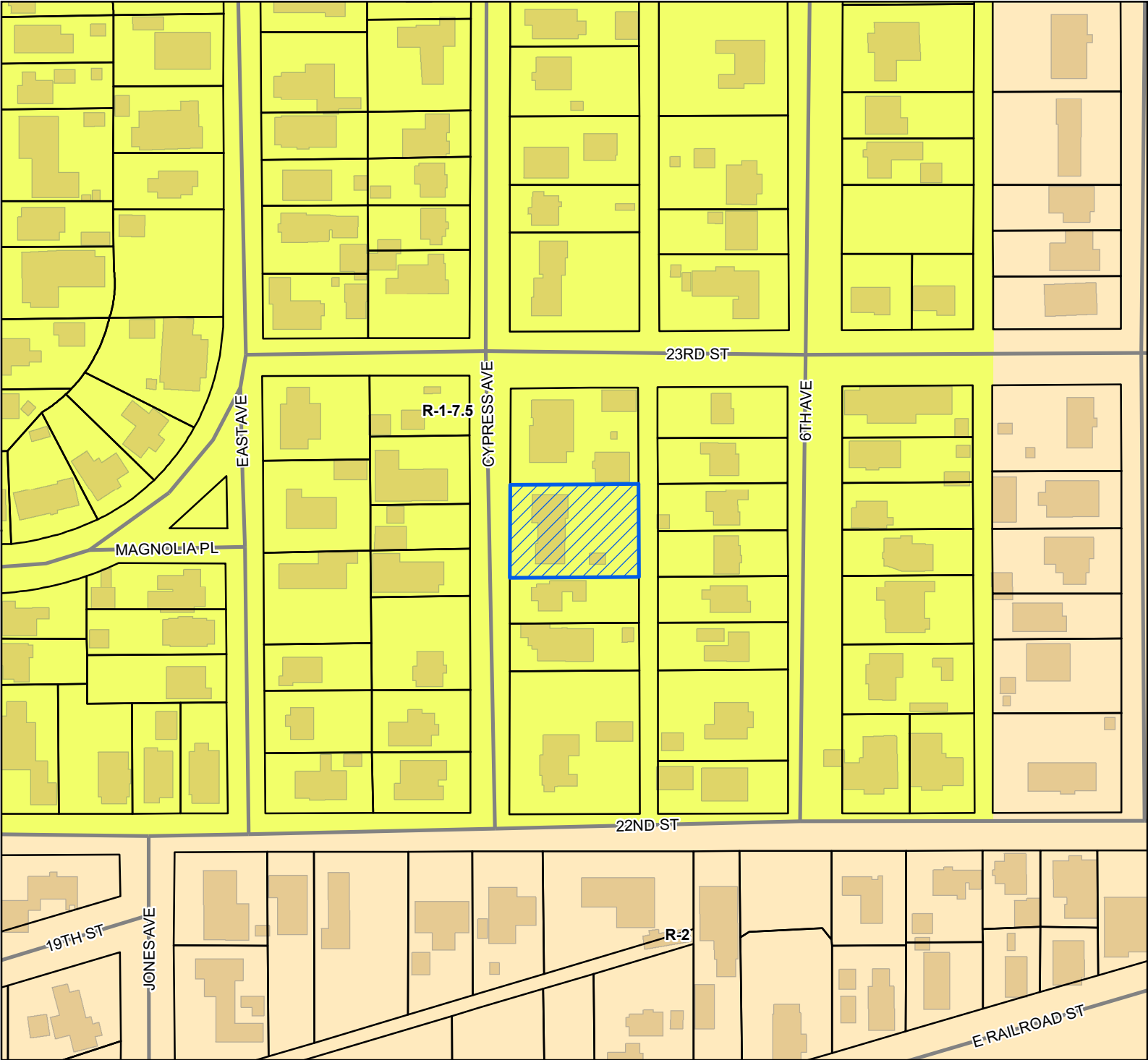
DIRECTOR APPROVAL

This report has been reviewed and approved by:

_____

Greg Holmes

Director of Urban Development Department



Site

Street

Parcels

Buildings

Zoning

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

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

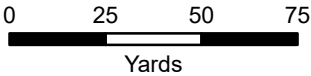
Site Information

0911D-07-044.000

Zoning: R-1-7.5 (Single-family)

Size: 13,976 SqFt

Flood: X



1 inch = 150 feet



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

Case Number
2304 ZB 045

Zoning Board of Adjustments and Appeals Application

REQUESTED ACTION BY THE ZONING BOARD OF ADJUSTMENTS AND APPEALS

(A separate submission form is required for each request):

☐	Appeal of Planning Administrator
☐	Excessive Height
☐	Fence Variance
☐	Special Exception
☒	Variance

Tax Parcel Numbers

0	9	L	I	D	-	0	7	-	0	4	4	.	0	0	0					-			-							
					-							.								-			-							
					-							.								-			-							

Property Address: 2222 Cypress Ave
Lot(s) _____, Block(s) _____, Subdivision _____

General Description of Request: Additional Shed on 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. We can only accept applications with original signatures.

OWNER

AGENT

Donald Ray Rountree
Printed Name of Owner

Cypress 2222 Ave

Mailing Address

GPT MS 39501

City 228-868-1167 State Zip code

228-313-228-313-1731

Home Phone Work/Cell Phone

donald.rountree@yahoo.com

Email

Donald Ray Rountree

Signature of Owner

Printed Name of Agent

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

Signature of Agent

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) Donald³ Annie Rountree

ADDRESS (STREET, CITY, STATE, ZIP CODE) 2222 Cypress Ave Gpt MS 39501

PHONE # (H) 228-868-1167 (WK/CELL) 228-313-1731 228-313-1761

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: Donald R. Rountree

NAME OF OWNER (PRINT) Annie Rountree / Donald R. Rountree

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: _____

Important Notice

1. Please be advised that failure to submit a complete application, with all supporting documents, could **delay your hearing date**. The Zoning Board will not consider a request until all information is submitted and accurate.
2. Please be advised that the application deadline dates posted are designed to allow the staff time to review the application and receive required comments from coordinating agencies. The application is not considered complete until all required information from the applicant is available for review by the staff and coordinating agencies.
3. **The following supplement pages are required per application type. Select one of the following:**
 - ☐ Appeal of Planning Administrator (see page 4)
 - ☐ Excessive Height (see page 5)
 - ☐ Fence Variance (see page 6)
 - ☐ Special Exception (see page 7)
 - ☐ Variance (see page 8)
4. All ☒ will need to be ***initialed by applicant*** with required documentation before application can be accepted.

Submission Requirements

☒ **Page one of this application**, completed and signed.

☒ **Site plan**. Please note that approval of your request, in part, is based on your site plan.

- The property lines and dimensions have been provided on the drawing.
- All buildings and structures located on the property have been identified.
- All dimensions of buildings and structures have been noted on the site plan.
- All distances from the property lines to all the buildings and structures have been identified and noted on the site plan.
- Street names have been provided which abut the property.
- Traffic flow, parking and driveways have been identified.
- If required buffer strips have been identified
- Other pertinent information as needed to pictorially demonstrate the proposed development/use.

☒ **Proof of ownership** (Copy of deed i.e., Warranty Deed or Quitclaim Deed)

☒ If applicable, notarized proof of **authority to act as agent** for owner (board resolution, etc.) (see page 9)

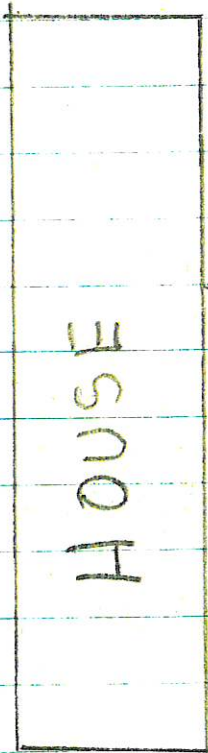
The City of Gulfport Planning Division Staff will notify, by letter, property owners adjacent to the requested action identified in this application using the Land Roll database from the County Tax Office. If you would like to have additional persons or property owners notified, please provide a list of **additional persons to be notified**.

☒ An **affidavit** stating the request is not in violation of restrictive or protective covenants. (see page 10)

☒ **Cash or check** payable to the City of Gulfport in the amount of **\$75.00**.

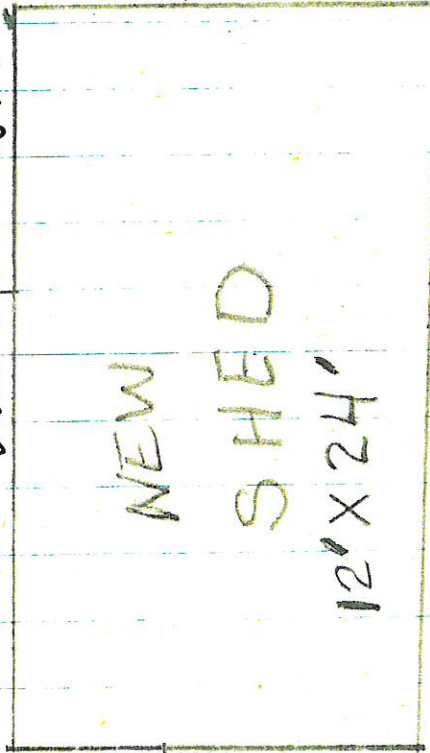
☒ The owner/agent acknowledge this is a complete application

FENCE



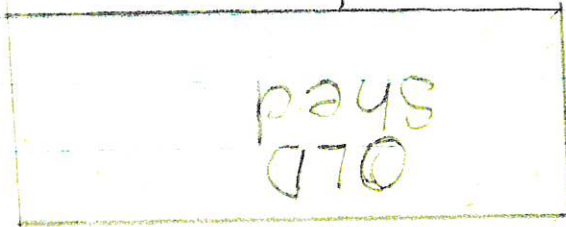
27'

shed wood 8 FT high



17' 8"

35'



FENCE

Variance Submissions



Answer the following six questions individually and thoroughly as a separate attachment.

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

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

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

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

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

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

Variance Submissions

1. The only thing I need a variance for is that I have a EXISTING Shed on my Property
2. I do have a Existing Shed on my property. If The ordinance says I must Comply with That Rule I must do so, which I do not Agree with as a Tax payer AND Home owner.
3. To my understanding My Property meets ALL The amendment and Zoning ordinance ACCEPT for The Shed on My Property. I do not Know about other properties. The only Property I am concern about is getting shed on my Property
4. I fill That The Zoning ordinance does NOT TAKE in Consideration ALL district Through-out The City of Gulfport Mississippi. The Reason I am Installing a Larger Shed on my property is to Keep it Clean AND Neat. TO Keep property from being A hoarder Area OR A JUNK YARD. I have Noticed in most Area in my district That most Area ARE NOT Well Keep.
- 5 By Answering This Variance Submissions I am Not being given any Special Privileges By Complying with This Submissions I am being A good Citizen AND following The Rules. I do not Know Anyone in the City of Gulfport who will show me any Special Privilege. I Only WANT a Shed on my Property

6 The only thing I know is That I am Applying for A permit for A shed on my Property. My Under Standing is That my Property meets ALL VARIance EXCEPT That There is a EXisting Shed on my property



Covenant Affidavit

I, Donald & Annie Rountree being owner or agent of the property 2222 Cypress Ave Gpt
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.

Donald Ray Rountree
Signature

03/20/2023
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 20th day of March, 20 23

Sr
Notary Public



Commission Expiration

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



J. H. H. H.
1st Judicial District
Instrument 2007 4637 D -J1
Filed/Recorded 5 4 2007 2 45 P
Total Fees 15.00
2 Pages Recorded

WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars and other good and valuable considerations, cash in hand paid, the receipt of which is hereby acknowledged, *DANIEL TRIPLETT and TAMMY TRIPLETT*, do hereby sell, convey and warrant unto *DONALD R. ROUNTREE and ANNIE L. ROUNTREE*, as joint tenants with full rights of survivorship, the property situated and being in Harrison County, State of Mississippi, described as follows, to-wit:

Lots 29, 30, 31, & 32, Block 10, GARY'S EAST SIDE 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 24 (copy book 1A at Page 71) thereof reference to which is hereby made in aid of and as a part of this description.

THIS CONVEYANCE is subject to all restrictions, easements and reservations affecting said property of record in the Office of the Chancery Clerk of Harrison County, Mississippi.

THE AD VALOREM TAXES for 2007 have been pro-rated as of this date and shall be paid by the Grantor(s) herein. 2008 and thereafter ad valorem taxes are assumed by the Grantee(s) herein. Grantor(s) and Grantee(s) both acknowledge and agree that the pro ration of taxes is based on the prior year tax assessments and is based on estimated amounts agreed to by them. Grantor(s) and Grantee(s) further understand that actual taxes assessed could be more or less. In the event the actual taxes assessed are more then

2

Grantor(s) agree to pay Grantee(s) the difference between the estimated amount and the actual assessment. Likewise, if the taxes assessed are less, Grantee(s) agrees to pay Grantor(s) the difference.

WITNESS THE SIGNATURE(S) of the undersigned on this 17th day of April, 2007.

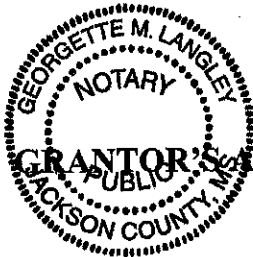
Daniel Triplett
DANIEL TRIPLETT

Tammy Triplett
TAMMY TRIPLETT

STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, within my jurisdiction, the within named **DANIEL TRIPLETT** and **TAMMY TRIPLETT** and who acknowledged that they signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned.

WITNESS MY SIGNATURE AND OFFICIAL SEAL OF OFFICE, this the 17th day of April, 2007.



Notary Public State of Mississippi
At Large
My Commission Expires
12/18/2010
BONDED THRU
HEIDEN, BROOKS & GARLAND, INC.

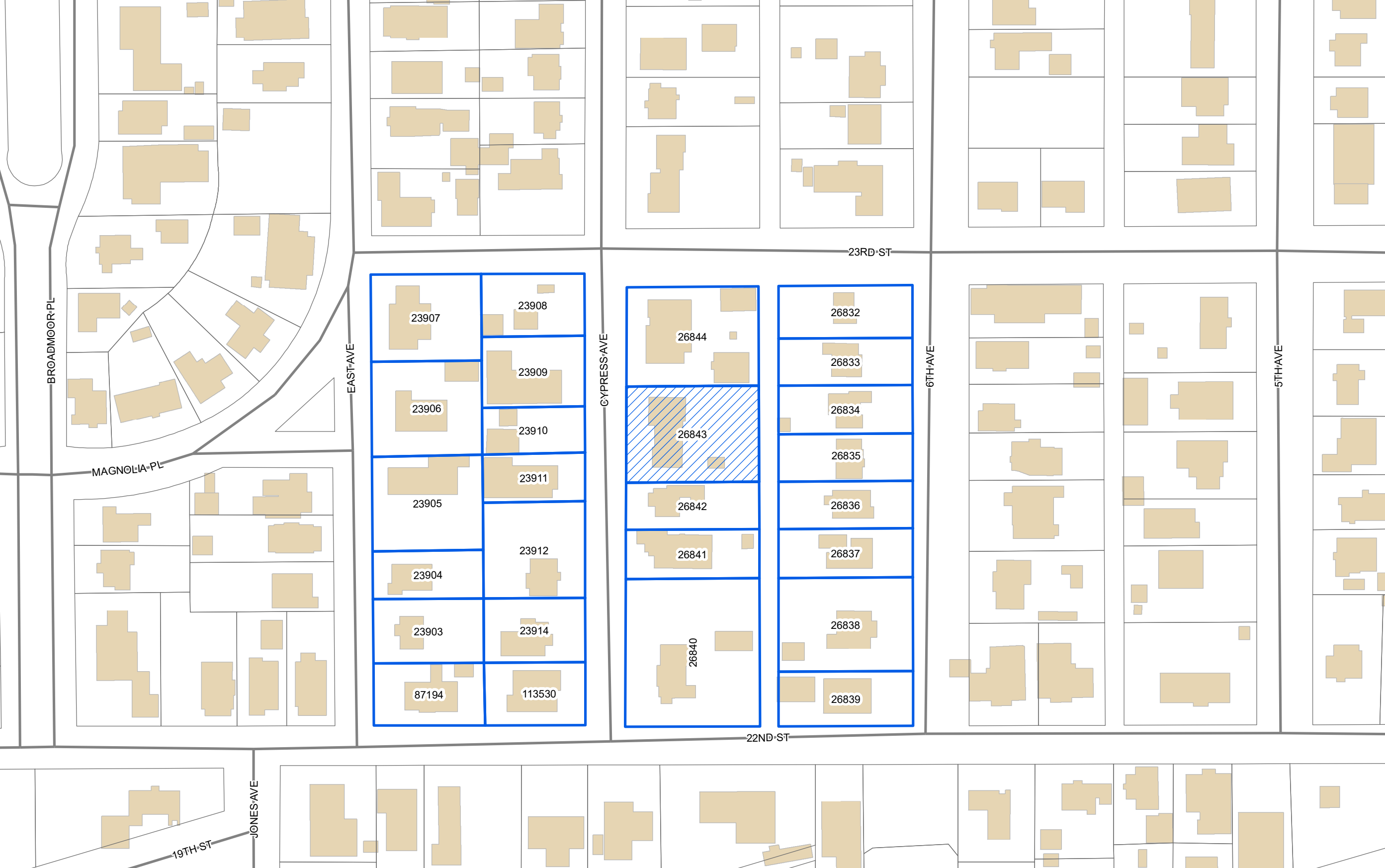
George M. Langley
NOTARY PUBLIC

GRANTOR'S ADDRESS AND PHONE NO: 14121 Dedeaux Road
Gulfport, MS 39503
(228) 831-5552

GRANTEE'S ADDRESS AND PHONE NO: 2222 Cypress Avenue
Gulfport, MS 39501
228-808-1167

DOCUMENT PREPARED BY
AND RETURN TO:
JAMES B. WRIGHT, JR., P.A.
Attorney at Law
P.O. Box 249
Ocean Springs, MS 39566
228-875-2304

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			DONALD & ANNIE ROUNDTREE(OWNERS)	2222 CYPRESS AVENUE	GULFPORT	MS	39501
			Adjacent Property Owners (2304ZB045)				
	23908	0811A-02-008.000	ARSAGA CARLA MARIA	2235 CYPRESS AVE	GULFPORT	MS	39501
	26832	0911D-07-033.000	LEGG DORIS M	322 E 2ND ST	LONG BEACH	MS	39560
	23906	0811A-02-018.000	FRANCIS CORINA E F	2226 EAST AVE	GULFPORT	MS	39501
	23909	0811A-02-009.000	EDWARDS EMERY L	1626 EAST PASS RD	GULFPORT	MS	39507
	26835	0911D-07-036.000	FASOLD ANN KATHLEEN	2223 6TH AVE	GULFPORT	MS	39501
	23912	0811A-02-012.000	PALMER KERRY A	2211 CYPRESS AVE	GULFPORT	MS	39501
	26838	0911D-07-039.000	PAPANIA BROOKE E	2207 6TH AVE	GULFPORT	MS	39501
	26834	0911D-07-035.000	WORD SUSAN GEOTES & KATLYNN GEOTES	2225 6TH AVE	GULFPORT	MS	39501
	26833	0911D-07-034.000	C'EST FOU SERVICES LLC	996 EL MONTE AVE	MOUNTAIN VIEW	CA	94040
	23911	0811A-02-011.000	SIRCY THERESE	2221 CYPRESS AVE	GULFPORT	MS	39501
	26836	0911D-07-037.000	VON HOVEN SHANE M	2217 6TH AVE	GULFPORT	MS	39507
	26841	0911D-07-042.000	NICHOLS HELENA	2212 CYPRESS AVE	GULFPORT	MS	39501
	26837	0911D-07-038.000	ATWOOD PROPERTIES LLC	421 VICTORY ST	GULFPORT	MS	39507
	23914	0811A-02-013.000	BELL DAVID	P O BOX 8843	GULFPORT	MS	39506
	26839	0911D-07-040.000	MOZINGO NANCY H -L/E-	930 22ND ST	GULFPORT	MS	39501
	26840	0911D-07-041.000	BRASHER LONNIE C & BRANDY A	2200 CYPRESS AVE	GULFPORT	MS	39507
	113530	0811A-02-014.001	ROUSE ROXANNE S	2203 CYPRESS AVE	GULFPORT	MS	39501
	23904	0811A-02-016.000	RAY CULLEN ALAN & WANDA D	2216 EAST AVE	GULFPORT	MS	39501
	23903	0811A-02-015.000	MCGUFFEE JOHN M & LISA A	58 51ST ST	GULFPORT	MS	39501
	23907	0811A-02-019.000	BOOZER PEGGY W	2230 EAST AVE	GULFPORT	MS	39501
	23905	0811A-02-017.000	MILLER GLENN H	2220 EAST AVE	GULFPORT	MS	39501
	26842	0911D-07-043.000	BOARDMAN ROSAMOND ANN	2216 CYPRESS AVE	GULFPORT	MS	39501
	87194	0811A-02-014.000	GRAYSON GENEVIEVE	940 22ND ST	GULFPORT	MS	39501
	26844	0911D-07-045.000	NIKOLAUS SANDY CHRISTOPHER JR	2230 CYPRESS AVE	GULFPORT	MS	39501



BROADMOOR-PL

MAGNOLIA-PL

EAST-AVE

CYPRESS-AVE

23RD-ST

6TH-AVE

5TH-AVE

22ND-ST

JONES-AVE

19TH-ST

23907

23908

23909

23906

23910

23911

23905

23904

23912

23903

23914

87194

113530

26844

26843

26842

26841

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26839

RE: Variance 2305ZB045, by owner David Ray Roundtree, seeking approval for an additional accessory structure, Tax Parcel 0911D-07-044.000, 2222 Cypress Ave, Zoned R-1-7.5(Single family) Ward 2

To Applicants and Adjacent Property Owners:

The City of Gulfport Zoning Board of Adjustments and Appeals will hold a public hearing to consider the above application at 3:00 P.M. on **Thursday, May 18, 2023**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Zoning Board for **Thursday, May 18, 2023**. 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:**

IPL0120452

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

BLX - Legal Ads

Final Cost:

53.68

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**

April 27, 2023 10:11:08 AM EDT

Amount:

53.68

SCHEDULE FOR AD NUMBER IPL01204520

May 3, 2023

SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL01204520**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979, as amended, notice is hereby given advising that the Zoning Board of Adjustment and Appeals will hold a public hearing in the City of Gulfport, Mississippi at 3:00 P.M., Thursday, May 18, 2023 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.

Special Exception 2304SE038, by agent Kenyetter Johnson, is seeking approval for day care use, Tax Parcel 0808L-04-001.001, 15487 Oak Ln, Zoned B-4 (Highway Business), Ward 7

Variance 2305ZB044, by owner Lori West, seeking approval to allow for a 11-foot front yard setback where 25-feet is required, Tax Parcel 0811C-05-018.000, 2615 25th Avenue Zoned B-2 (General business), Ward 3.

Variance 2305ZB045, by owner David Ray Roundtree, seeking approval for an additional accessory structure, Tax Parcel 0911D-07-044.000, 2222 Cypress Ave, Zoned R-1-7.5(Single family) Ward 2

Special Exception 2305SE050, by agent Twila Johnson, seeking approval for a child day care usage, Tax Parcel 0808E-04-001.001, 12259 Hwy 49, Zoned B-4(Highway Business), Ward 7
This the 26th day of April 2023

A. Leslie North, Chairman
City of Gulfport Zoning Board of Adjustment and Appeals
W00000000
Publication Dates

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

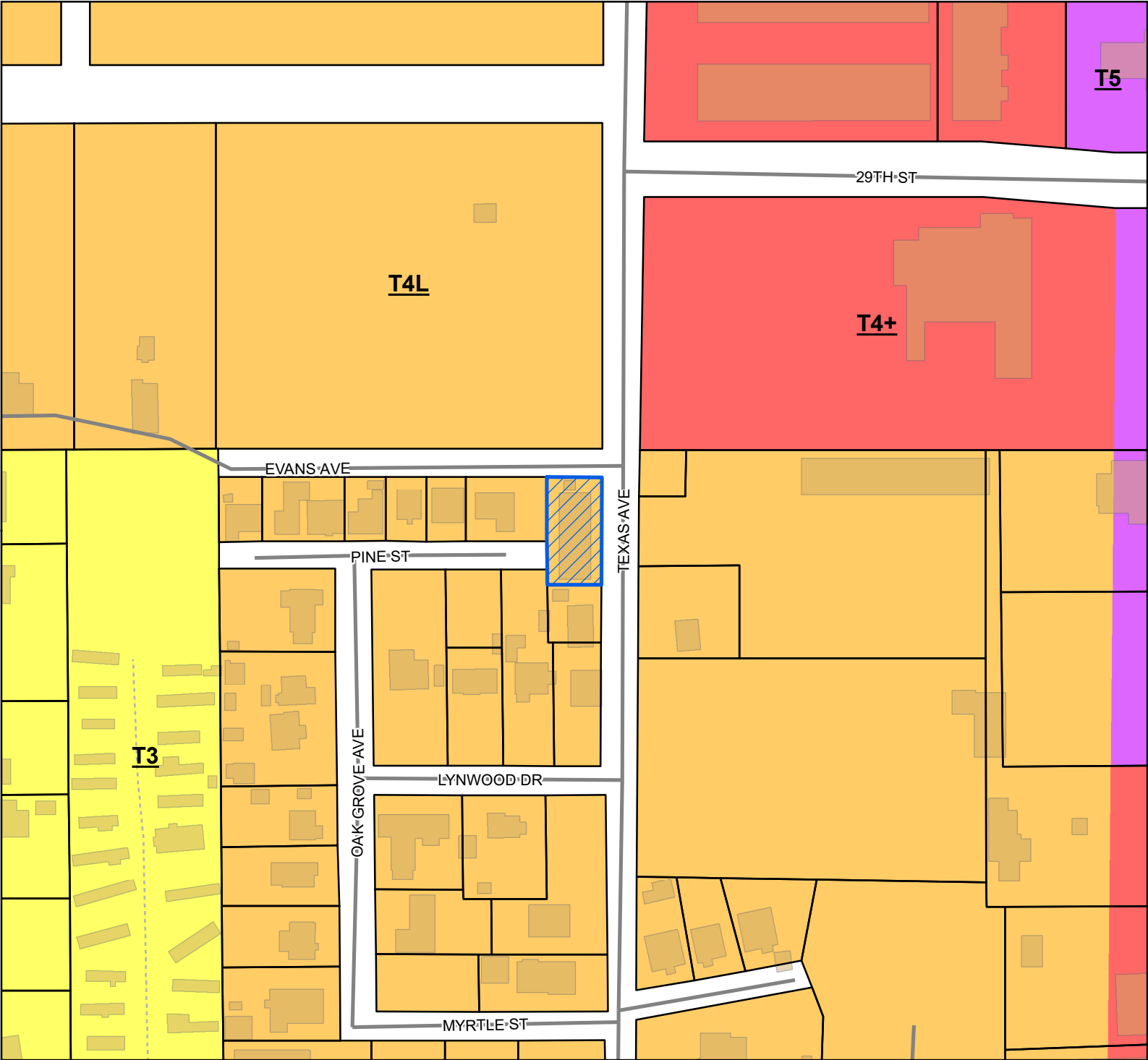
MEMORANDUM

To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Su-Lin Featherston, Planning Administrator
Urban Development Department

Date of Hearing: May 18, 2023

Re: Variance 2305ZB048:
(Withdrawn By Administration)



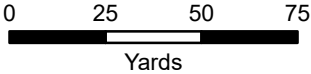
- Site
- Street
- Alley
- Parcels
- Buildings

Smart Code

- T5
- T4+
- T4L
- T3

Site Information

0911B-01-012.000
Zoning: T4L (General Urban Zone)
Size: 6,840 SqFt.
Flood: X



1 inch = 150 feet



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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) 4 the love of freedom, LLC

ADDRESS (STREET, CITY, STATE, ZIP CODE) 457 Texas Avenue, Gulfport, MS 39507

PHONE # (H) 228. 669. 4443(C) (WK/CELL) _____

TAX PARCEL NUMBER(S) OWNED 0911B-01-012.000

SIGNATURE: Maria A. Barberee, Managing Member

NAME OF OWNER (PRINT) (Maria A. Barberee, Managing Member

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: _____

1. The property/structure was never properly permitted back in the 1960's for duplex use. I am asking for a variance of the property due to this hardship because the front setback requirements and lot size requirement do not meet the minimum lot requirement.
2. I am asking this permission in variances because when I purchased the property, I was not aware that the property was not permitted at the time it was built (circa 1960's).
3. The present hardship is because the property has a 14' setback from the road & holds the setback for proper parking dimensions presently required.
4. I cannot make the property aesthetically pleasing to the community without the proper non-conforming permits that are needed. I'm having to bring the non-conforming of the property to conformity through the process of allowed variances.
5. I am not asking for anymore special privilege's that any other owner would require when inheriting a property that was not properly permitted.
6. The zoning is T4L & is allowed for duplex use.

09100-03-026.000



Area Map

Printed 03/14/23

01

EVANS AVE

0911B-01-011.000

0911B-01-019.000

247 PINE ST

0911B-01-012.000

457 TEXAS AVE

0911B-01-011.001

PINE ST

0911B-01-018.000

0911B-01-015.000

0911B-01-013.000

453 TEXAS AVE

0911B-01-011.002



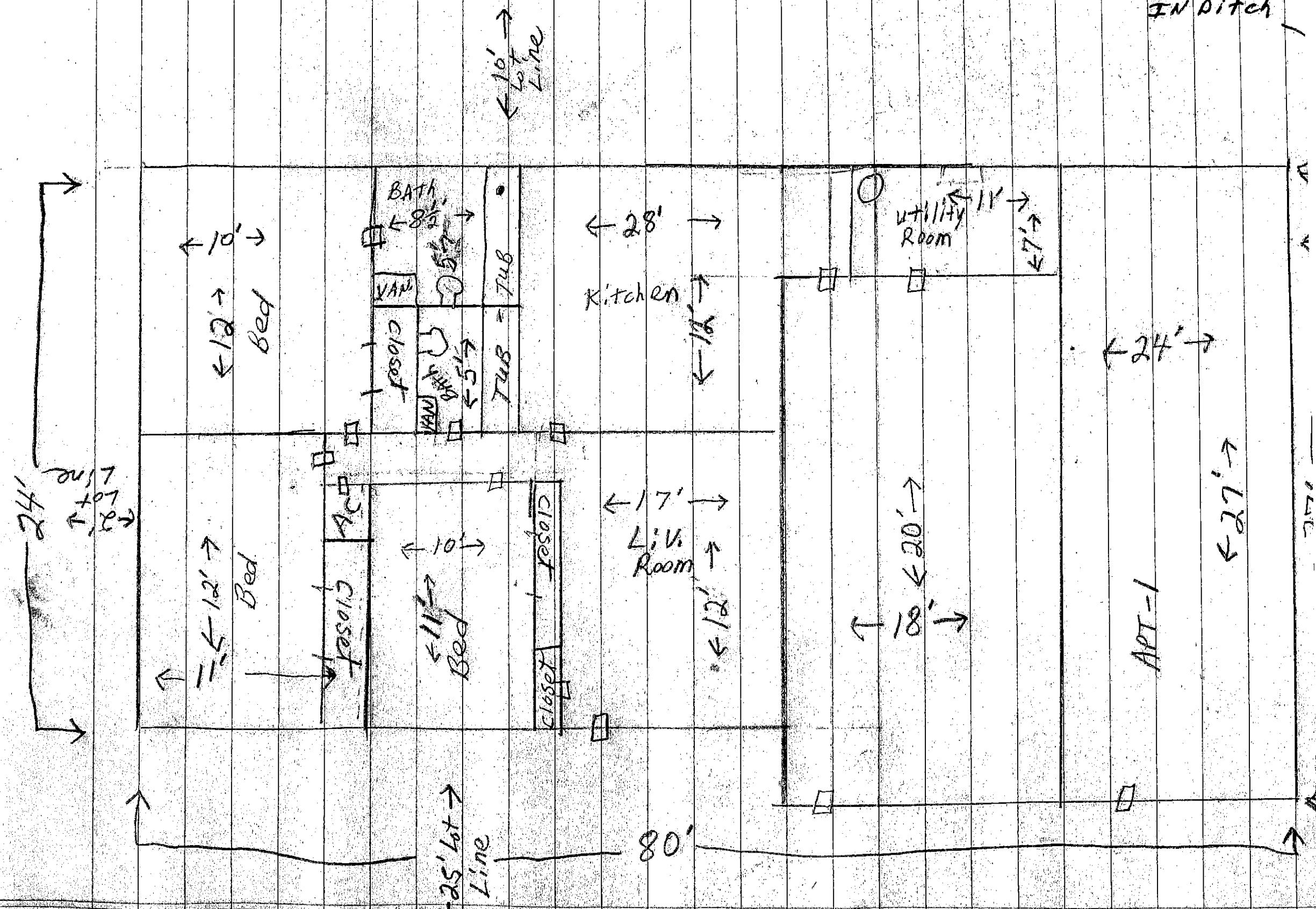
1 inch = 25 feet

- Addresspoints
- ~ Minor/Residential
- WaterFeatures
- Parcels

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1. Water Meter
IN Ditch



Buddy Sheriff Inspector
This Area 234-8532



JLL 1st JUDICIAL DISTRICT
Instrument 2022-0030430-D-J1
Filed/Recorded 12/27/2022 12:12:01 PM
Total Fees 28.00
7 Pages Recorded

Prepared by:
David B. Pilger
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantor:
The Estate of Lemon Mendall Williams, III
10206 Humphreys Green Dr.
Areola, TX 77583
(228) 313-4245

Return To:
David B. Pilger
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantee:
4theloveoffreedom, LLC,
a Mississippi limited liability company
2400 Cypress Ave.
Gulfport, MS 39506
(228) 889-4443

File No. Z221930S

INDEXING INSTRUCTIONS: A parcel of land situated in Sec. 1, T8S, R11W, 1st JD, 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, **The Estate of Lemon Mendall Williams, III**, does hereby sell, convey and warrant unto **4theloveoffreedom, LLC, a Mississippi limited liability company**, 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:

Legal Description attached hereto as Exhibit "A"

This being the same property as that conveyed to Lisa Renee Taylor Williams and Lemon Mendall Williams, by Life Estate Warranty Deed recorded in Instrument No. 2005-21651-D-J1, Land Deed Records of Harrison County, Mississippi.

Exhibit "B"

IN THE CHANCERY COURT OF HARRISON COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT

FILED
NOV 15 2022

IN THE MATTER OF THE ESTATE
OF LEMON MENDALL WILLIAMS, III, DECEASED

John McAdams Chancery Clerk
By Ulla Brunne D.C.

CAUSE NO.: 20-303(4)

DIANE NEWMAN

ADMINISTRATRIX/PETITIONER

AMENDED ORDER

This cause having come on to be heard on this day on the Motion of Diane Newman, Administratrix, for approval of the sale of real estate owned by the Decedent at the time of his death, and the instant Amended Order is meant to correct the previously entered Order dated and filed on November 2, 2022 in this matter, and the Court having read and considered said Motion filed herein, and being duly advised in the premises, finds as follows:

1. That LEMON MENDALL WILLIAMS, III, a late resident of Gulfport, Mississippi, departed this life intestate on or about December 14, 2019. That Administratrix was appointed by this Court, and that Letters of Administration were issued to her on May 11, 2020.

2. That Decedent's Estate owns real property located at 457 Texas Avenue, Gulfport, MS 39507, Parcel # 0911B-01-012.000, and that there is an offer to purchase said real property for \$16,500.00, wherein the contract was attached to the filed Motion.

3. The legal description for said property is as follows:

A parcel of land situated and being located in Section 1, Township 8 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows: For the Point of Beginning, Commence at the Northeast corner of Lot One (1), Block One (1), EAST LYNWOOD PLACE (now vacated), said point being located at the intersection of the South margin of Evans Street (formerly Section Line Road) with the West margin of Texas Avenue (formerly Texas Street); thence run South a distance of 116.0 feet along the West margin of Texas Avenue; thence run South 89 degrees 57 minutes 15 seconds West a distance of 60.0 feet; thence run North a distance of 116.0 feet to the South margin of Evans Street; thence run North 89 degrees 57 minutes 15 seconds East a distance of 60.0 feet along

the South margin of Evans Street, to the said Point of Beginning. Said parcel of land contains 0.160 acres, more or less; and being part of Lots One (1), Two (2), and Three (3), Block One (1), EAST LYNWOOD PLACE (now vacated), on file in the office of Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

Said tract also being the same tract as formerly described in Warranty Deed Book 1198, Pages 613-615, on file in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

The North Five (5) feet of the above described parcel of land is subject to an Easement for Drainage and Utilities.

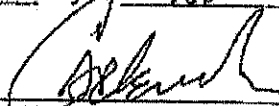
4. That Administratrix believes that this is a fair and reasonable offer to purchase the property and the offer meets the fair market value of the property.

5. That Administratrix's Motion for Authority to Sell Real estate is well-taken and shall be granted.

IT IS THEREFORE:

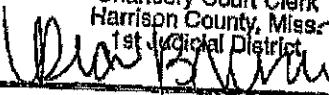
ORDERED AND ADJUDGED that Administratrix is authorized, pursuant to Miss. Code Ann. § 91-7-187, to sell Decedent's interest in the property located at 457 Texas Avenue, Gulfport, MS 39507, Parcel # 0911B-01-012.000, with the legal description described herein, and Administratrix is hereby authorized to execute all documents necessary to effectuate said sale, and after payment of any fees associated with the closing, the attorney for the Estate shall deposit said any net proceeds into the registry of the Court for the benefit of said Estate until further Order of the Court.

SO ORDERED AND ADJUDGED, this the 15 day of Nov, 2022.


CHANCELLOR

1cc given
Prepared By:
MARK V. WATTS, MS BAR 102204
HORNSBY WATTS, PLLC
1025 HOWARD AVENUE
BILOXI, MISSISSIPPI 39530
TELEPHONE: (228) 207-2990
FACSIMILE (866) 271-4393

A TRUE COPY
JOHN McADAMS
Chancery Court Clerk
Harrison County, Miss.
1st Judicial District

By 





John 1st JUDICIAL DISTRICT
Instrument 2022-0030430-D-J1
Filed/Recorded 12/27/2022 12:12:01 PM
Total Fees 28.00
7 Pages Recorded

Prepared by:
David B. Pilger
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantor:
The Estate of Lemon Mendall Williams, III
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Grantee:
4theloveoffreedom, LLC,
a Mississippi limited liability company
2400 Cypress Ave.
Gulfport, MS 39508
(228) 689-4443

File No. Z221930S

INDEXING INSTRUCTIONS: A parcel of land situated in Sec. 1, T8S, R11W, 1st JD, Harrison County, MS

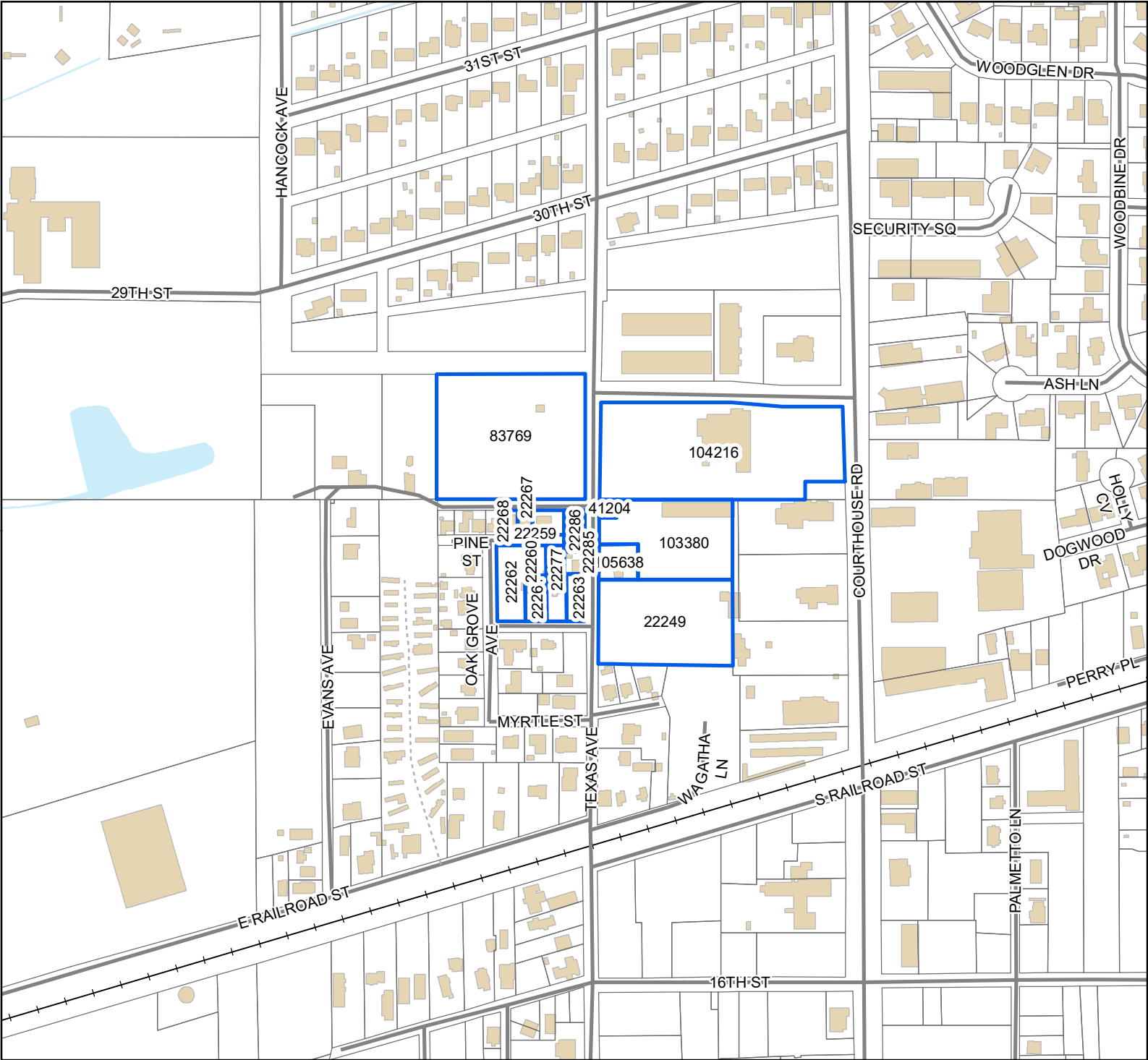
STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

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, **The Estate of Lemon Mendall Williams, III**, does hereby sell, convey and warrant unto **4theloveoffreedom, LLC**, a Mississippi limited liability company, 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:

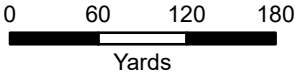
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This being the same property as that conveyed to Lisa Renee Taylor Williams and Lemon Mendall Williams, by Life Estate Warranty Deed recorded in Instrument No. 2005-21651-D-J1, Land Deed Records of Harrison County, Mississippi.



Legend

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



1 inch = 390 feet



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Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			4 THE LOVE OF FREEDOM,LLC (OWNERS) Adjacent Property Owners(2305ZB048)	2400 CYPRESS AVE	GULFPORT	MS	39501
	22267	0911B-01-020.000	MITCHELL HILDA RAE CHAFFIN -L/E-	245 PINE ST	GULFPORT	MS	39507
	22286	0911B-01-012.000	WILLIAMS LEMON MENDALL -ESTATE-	457 TEXAS AVE	GULFPORT	MS	39507
	22268	0911B-01-021.000	KT HOMES LLC	P O BOX 972	FREDERICK	CO	80504
	105638	0911B-01-011.002	KOTSAKOS JAMES C SR	452 TEXAS AVE	GULFPORT	MS	39507
	22277	0911B-01-015.000	BOB'S CONTRACTING SERVICES INC DBA	4851 FALCON DR	FREDERICK	CO	80504
	22261	0911B-01-016.000	HIGDON JO LYNN	P O BOX 6428	GULFPORT	MS	39506
N	22249	0911B-01-010.000	BOB FALER LLC	205 CAMPBELL RD	COLLINS	MS	39428
	41204	0911B-01-011.000	BOB FALER LLC	205 CAMPBELL RD	COLLINS	MS	39428
	22259	0911B-01-019.000	WALLEN DALE L	3204 17TH ST	GULFPORT	MS	39501
N	103380	0911B-01-011.001	BOB FALER LLC	205 CAMPBELL RD	COLLINS	MS	39428
	22262	0911B-01-017.000	SMITH RANDI MICHELLE & H ADAM	452 OAK GROVE AV	GULFPORT	MS	39507
	22260	0911B-01-018.000	HIGDON JO LYNN	P O BOX 6428	GULFPORT	MS	39506
	22263	0911B-01-014.000	RACE CODY D & ANDREA SUE	255 LYNWOOD DR	GULFPORT	MS	39507
	104216	0910O-03-023.001	UNITED STATES POSTAL SERVICE	4000 DEKALB TECH PARKWAY	ATLANTA	GA	30340
	83769	0910O-03-026.000	MISS POWER CO				0
	22285	0911B-01-013.000	HERRIN JEANNIE L	453 TEXAS AVE	GULFPORT	MS	39507

MEMORANDUM

To: City of Gulfport Zoning Board of Adjustment and Appeals

From: Su-Lin Featherston, Planning Administrator
Urban Development Department

Date of Hearing: May 18, 2023

Re: Special Exception 2305SE050:

Special Exception 2305SE050, by agent Twila Johnson, seeking approval for a child day care use, Tax Parcel 0808E-04-001.001, 12259 Hwy 49 Suite A, Zoned B-4 (Highway Business), Ward 7

Technical Report

SPECIAL EXCEPTION

GENERAL INFORMATION

Case File Number: 2305SE050

Hearing Date:	Zoning Board	May 18, 2023
	Planning Commission	May 25, 2023

Current Zoning/Use: B-4 / Commercial Structure

Legal: Special Exception

TECHNICAL DETAILS

The applicant requests special exception for a day care use located at 12259 HWY 49. Hours of operation will be Monday thru Friday from 6:00 a.m. to 6:00 p.m. As proposed, the site plan accommodates ample off-street turn-around space. In addition, there are established commercial buildings at this location, and the applicant states that there are no issues with utilities, access, or parking.

EXECUTIVE SUMMARY

There are established commercial buildings at this location, and the applicant states that there are no issues with utilities, access, or parking. The use would be in harmony with the existing neighborhood due to there is currently a real estate academy, pediatric care clinic, and other businesses within the same complex. Based on the site & surrounding area this use would be valuable to the existing neighborhood and meet the minimum requirements for the site.

Any approval should consider these conditions:

1. Must meet all current building Codes and City of Gulfport Ordinances.
2. Facility to meet requirements of State of Mississippi "Uniform Fire Safety for childcare." Fire Alarm w/ smoke detection throughout (All Childcare Rooms). Fire Sprinkler -- Group I occupancy requires sprinkler except I-4 daycare facilities (1-story) where every room providing care has an exterior door.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 05/05/2023.

Public Works: No conditions. Memo dated 05/01/2023.

Traffic and Safety: No conditions. Memo dated 05/05/2023.

Building Code Services: Must meet all current building Codes and City of Gulfport Ordinances. Memo dated 05/01/2023.

Technical Report
SPECIAL EXCEPTION

GIS: No comment. Memo dated 05/05/2023.

Police Department: No conditions. Memo dated 05/01/2023.

Fire Department: Facility to meet requirements of State of Mississippi "Uniform Fire Safety for childcare." Fire Alarm w/ smoke detection throughout (All Childcare Rooms). Fire Sprinkler – Group I occupancy requires sprinkler except I-4 daycare facilities (1-story) where every room providing care has an exterior door. Memo dated 05/01/2023.

City Arborist: No conditions. Memo dated 05/01/2023.

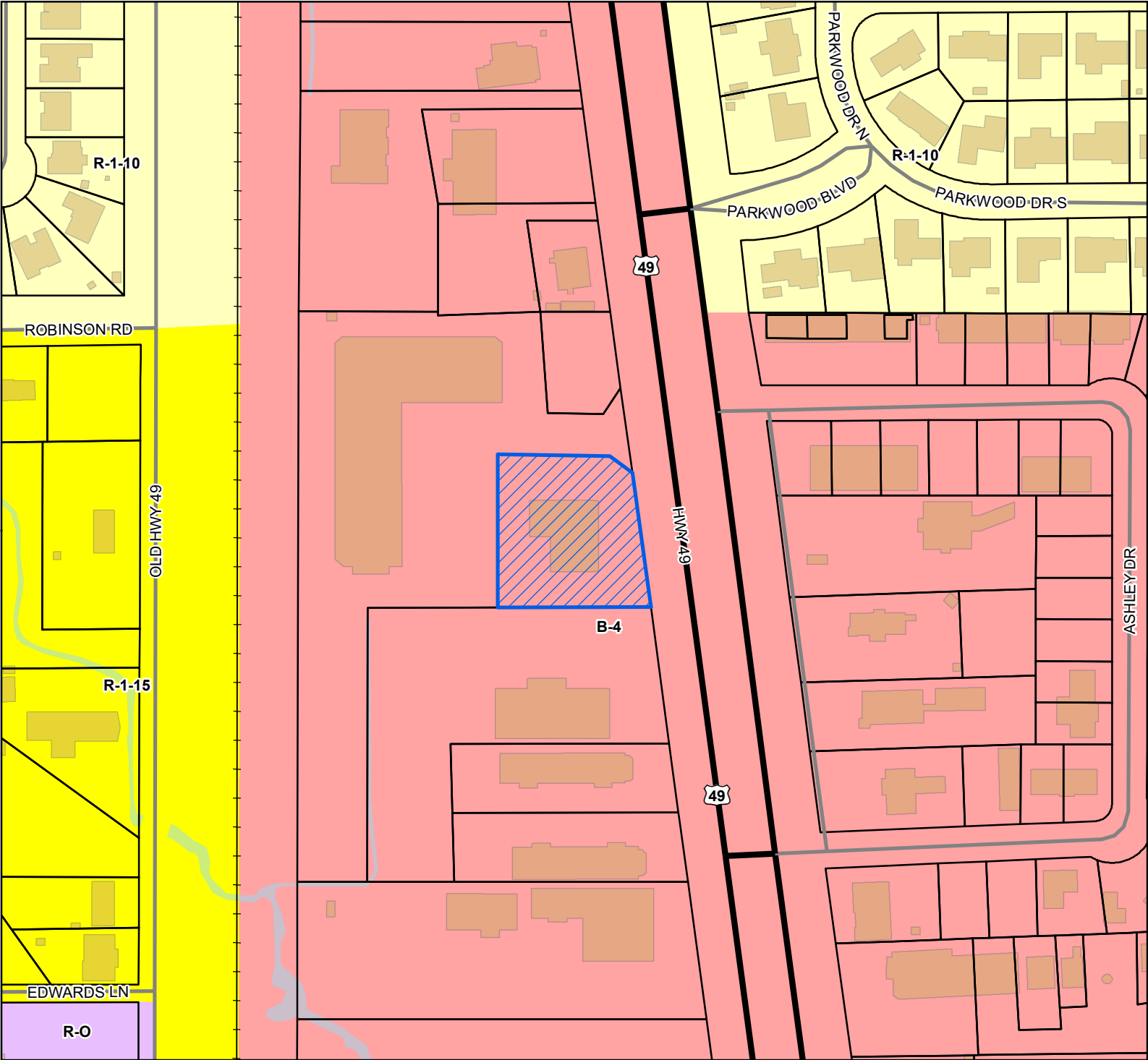
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Holmes
Director of Urban Development Department





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-O - Residence-Office

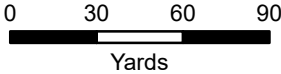
Site Information

0808E-04-001.001

Zoning: B-4 (Highway Business)

Size: 1.02 acres

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

Case Number

2305 SE 050

Zoning Board of Adjustments and Appeals Application

REQUESTED ACTION BY THE ZONING BOARD OF ADJUSTMENTS AND APPEALS

(A separate submission form is required for each request):

☐	Appeal of Planning Administrator
☐	Excessive Height
☐	Fence Variance
☒	Special Exception
☐	Variance

Tax Parcel Numbers

0808E	-	04	-	001	.	001													

Property Address: 12259 Hwy 49 Gulfport, MS 39503 (Suite 4)
 Lot(s) _____, Block(s) _____, Subdivision _____

General Description of Request: Child Care Center

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. We can only accept applications with original signatures.

OWNER

Mamie Street Properties, LLC
Richard Marshall

Printed Name of Owner

16 Rivers Bend Drive

Mailing Address

Gulfport MS 39507

City State Zip code

228-596-4855

Home Phone

Work/Cell Phone

Rmars23@gmail.com

Email

Richard Marshall

Signature of Owner

AGENT

Twila Terrance Johnson

Printed Name of Agent

15895 Walker Farm Lane

Mailing Address

Gulfport MS 39503

City State Zip code

(228) 731-7333 (228) 731-4332

Home Phone

Work/Cell Phone

Twila.m.Jackson81@yahoo.com

Email

Twila Johnson

Signature of Agent

Addressing the zoning Board Requirements!!

Special Exception for Day Care Usage

Hours of operation 6:30am 6:00pm

1. There is already existing Entrance & exit Driveways on site, with a side walk in front of the Building.
2. Parking spaces for clients are existing on site.
3. There is existing Dumpsters Located in the rear of the Property.
4. Utilities are already Located in the unit.
5. The Special Exception with harmony, with general Purpose of intent. Being that there is a children's Clinic in Place.

1. There is already existing Entrance & exit
driveways on site. with sidewalk in front of the
Building

2. utilities are already provided.

3. I'm not asking for anything that's
already available to the site.

4. There is already A Parking Lot In
Place with the entrance and exit points.

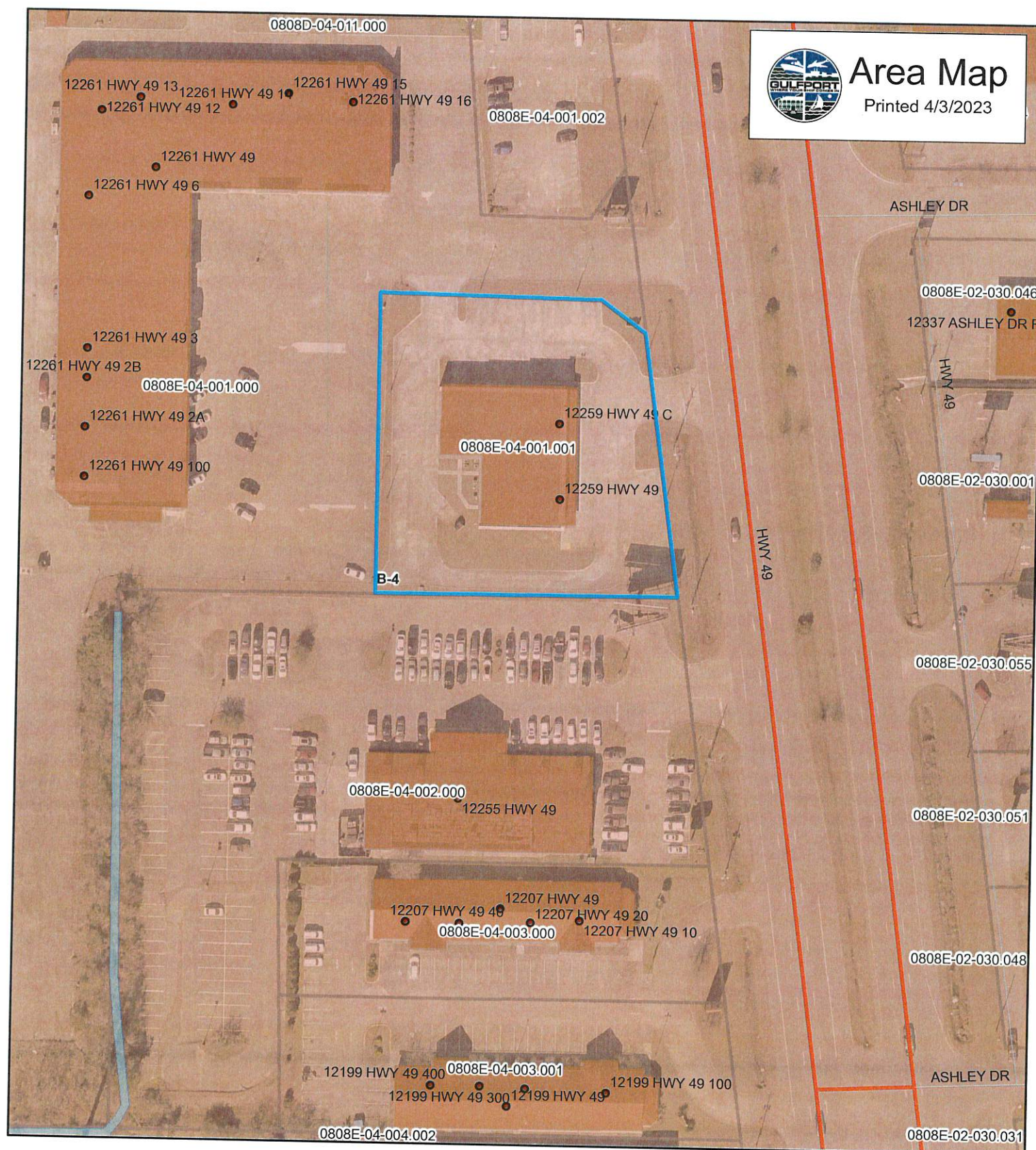
I am requesting a special
exception for a childcare use.

The hours of operation will be
Monday thru Friday 6:00am-
6:00pm

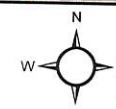
4-12-23

J. Johnson

A stylized handwritten signature, possibly reading 'KJ', with a long horizontal stroke extending to the right.



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



1 inch = 92 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.



Designation of Agent

I, Richard Marshall
Mamie Street Properties LLC being property owner of 12259 Hwy 49, Gpt. MS 39503
PRINT NAME PRIMARY ADDRESS OR PARCEL
which is the subject of this application hereby authorize Twila Marie Johnson to act as my
Eldesta Williams 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

4/12/2023

Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 12 day of April, 2023

Notary Public





Covenant Affidavit

I, Mamie Street Properties, LLC
Richard Marshall, being owner or agent of the property 12259 Hwy 49, Gulfport
PRINT NAME PRIMARY ADDRESS OR PARCEL

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

[Signature] 4/3/23
Signature Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 3rd day of April, 2023

[Signature]
Notary Public



May 30, 2024
Commission Expiration

**Covenant Affidavit**

I, Twila m Johnson, being owner or agent of the property 12259 Hwy 49 GPT MS
PRINT NAME PRIMARY ADDRESS OR PARCEL 39503

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

Twila m Johnson
Signature

4-3-2023
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 3 day of April, 2023

Karen Parker

Notary Public



Commission Expiration



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Mamie Street Properties LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	982541
Status:	Good Standing
Effective Date:	04/28/2011
State of Incorporation:	Mississippi
Principal Office Address:	16 Rivers Bend Drive, 16 Rivers Bend Drive Gulfport, MS 39507

Registered Agent

Name
Marshall, Richard 17 Rivers Bend Dr Gulfport, MS 39507

Officers & Directors

Name	Title
Elizabeth Marshall 16 Rivers Bend Dr Gulfport, MS 39507	Member
Richard V Marshall 16 Rivers Bend Drive Gulfport, MS 39507	President

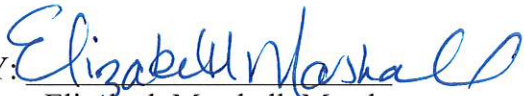
CERTIFIED RESOLUTION OF
MAMIE STREET PROPERTIES, LLC

The undersigned, being the President of MAMIE STREET PROPERTIES, LLC (a Mississippi Corporation) hereby certifies that the following is a true extract of a resolution duly adopted at a legally convened meeting of the members of Mamie Street Properties, LLC on the 27th day of April, 2023.

BE IT RESOLVED that **Richard Marshall**, as President and **Elizabeth Marshall**, as Member of Mamie Street Properties, LLC, are hereby authorized and directed to execute any and all documents necessary for property at 12259 Hwy 49, Gulfport, MS 39503 or Parcel ID# 0808E-04-001.001.

SO CERTIFIED this the 27th day of April, 2023.

Mamie Street Properties, LLC
BY: 
Richard Marshall, President

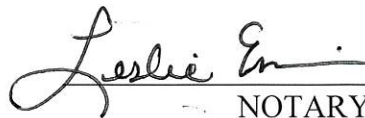
BY: 
Elizabeth Marshall, Member

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY, appeared before me, the undersigned authority in and for the jurisdiction aforesaid, and while within my official jurisdiction, the within named **Richard Marshall and Elizabeth Marshall** who acknowledged that he signed and delivered the foregoing on the day and year therein mentioned.

GIVEN under my hand and official seal this the 27th day of April, 2023.

(S E A L)


NOTARY PUBLIC



My Commission Expires:



John 1st Judicial District
Instrument 2011 4434 D -J1
Filed/Recorded 7/11/2011 11:05 A
Total Fees \$ 12.00
2 Pages Recorded

Prepared by:

Alfred R. Koenenn
Perry, Murr, Teel & Koenenn
Post Office Box 7158
Gulfport, MS 39506
(228)896-0020
State Bar #4237

Return to:

Alfred R. Koenenn
Perry, Murr, Teel & Koenenn
Post Office Box 7158
Gulfport, MS 39506
(228)896-0020
State Bar #4237

Indexing information:

Located in the NW 1/4 of the SW 1/4 of Section 4, Township 7 South, Range 11 West

**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 consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned

TACO SOUTH, LLC,
a Mississippi Limited Liability Company
Post Office Box 3226
Gulfport, MS 39505
(228)832-8302

does hereby sell, convey and warrant unto,

MAMIE STREET PROPERTIES, LLC
a Mississippi Limited Liability Company
17 Rivers Bend Drive
Gulfport, MS 39507
(228)596-4855

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

A parcel of land situated and being located in the NW 1/4 of the SW 1/4 of Section 4, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows

Commence at an old iron pipe located at the northwest corner of the NW 1/4 of the SW 1/4 of Section 4; thence South 89 degrees 54 minutes 56 seconds East 22.07 feet along the north line of said NW 1/4 of the SW 1/4, to the intersection with the east right-of-way of Midsouth Rail Corp. (formerly Gulf & Ship Island Railroad) thence

continue South 89 degrees 54 minutes 56 seconds East 445.00 feet along said north line of the NW 1/4 of the SW 1/4, to the intersection with the west right-of-way of U.S. Highway 49; thence South 07 degrees 22 minutes 00 seconds East 232.15 feet along said west right-of-way of U.S. Highway 49, to the POINT OF BEGINNING; thence continue along said West right of Way South 07 degrees 22 minutes 00 seconds East a distance of 198.65 feet; thence North 89 degrees 54 minutes 56 seconds West 220.38 feet; thence North 00 degrees 05 minutes 04 seconds East a distance of 220.28 feet; thence South 89 degrees 54 minutes 56 seconds East a distance of 161.25 feet; thence South 54 degrees 58 minutes 29 seconds East a distance of 40.70 feet to the POINT OF BEGINNING. Said parcel of land contains 1.03 acres more or less.

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights of way, easements and the prior reservation of any oil, gas and other minerals.

IT IS AGREED and understood that the taxes for the current year have been pro-rated as of this date on an estimated basis. When said taxes are actually determined, if the proration as of this date is incorrect, then the Grantors agree to pay to the Grantee, or its assigns, any deficit on an actual proration, and likewise, the Grantee agrees to pay to the Grantors, or its assigns, any amount overpaid by it.

EXECUTED, this the 16th day of July, 2011.

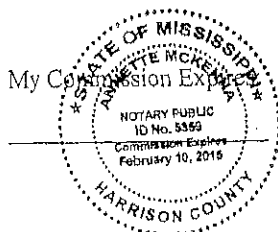
Taco South, LLC
A Mississippi Limited Liability Company

BY _____
Dave Gordon, Manager

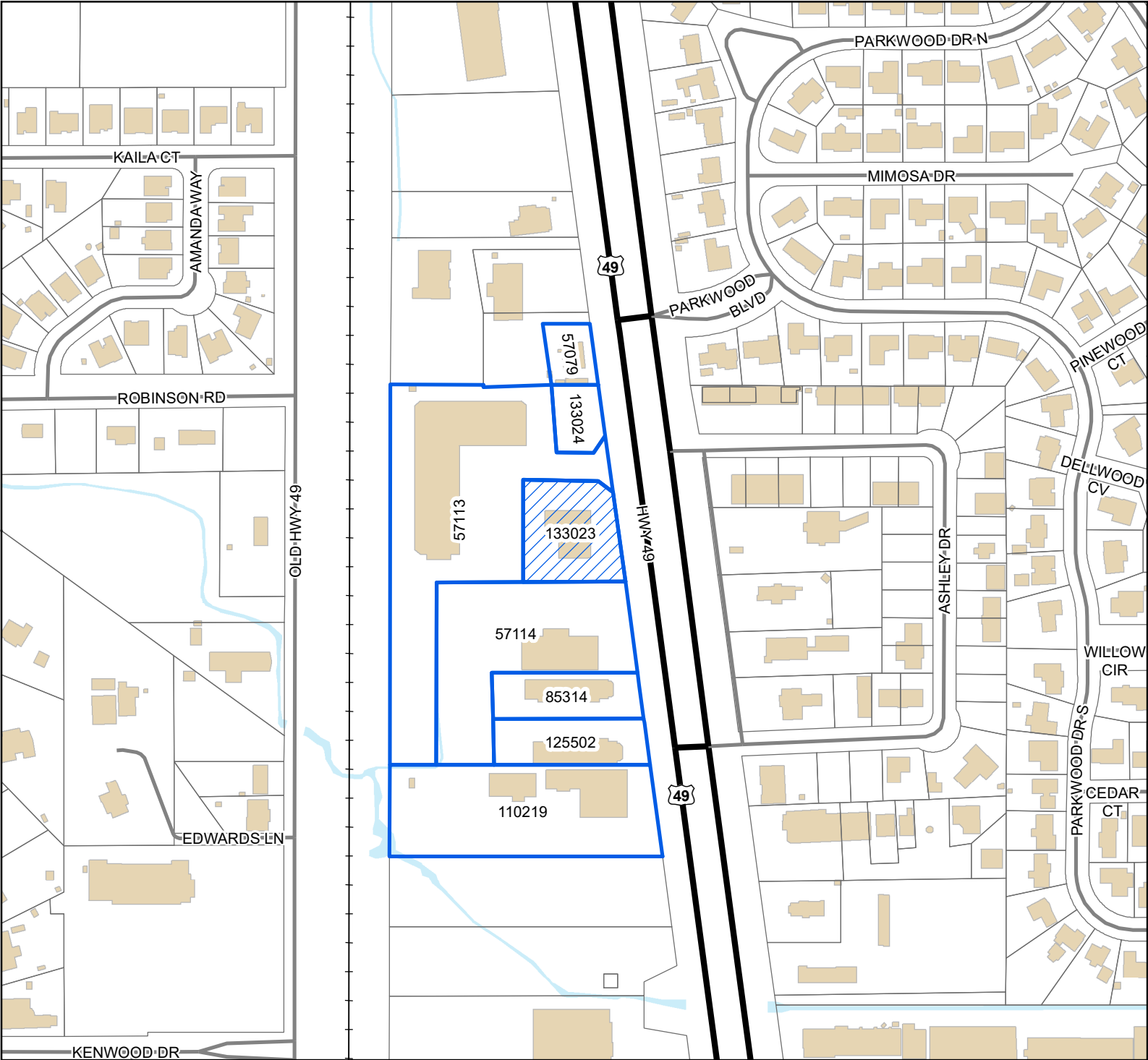
STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, on this 16th day of July, 2011, within my jurisdiction, the within named, DAVE GORDON, who acknowledged that he is the Manager of TACO SOUTH, LLC, a Mississippi Limited Liability Company, and acknowledged that for and on behalf of the said company and as its act and deed, he signed, executed and delivered the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Quetta McKee
Notary Public

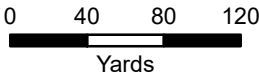


Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			MAMIE STREET PROPERTIES LLC(OWNER)	16 RIVERS BEND DRIVE	GULFPORT	MS	39507
			TWILA & TERRANCE JOHNSON(AGENT)	15895 WALKER FARM LANE	GULFPORT	MS	39503
			Adjacent Property Owners(2305SE050)				
	57114	0808E-04-002.000	STORE MASTER FUNDING II LLC	8501 E PRINCESS DR STE 1910	SCOTTSDALE	AZ	85255
	110219	0808E-04-004.002	RHODES RENTAL OF GULFPORT INC	13216 SEYMOUR LN	OCEAN SPRINGS	MS	39564
N	133023	0808E-04-001.001	MAMIE STREET PROPERTIES LLC	16 RIVERS BEND DRIVE	GULFPORT	MS	39507
	125502	0808E-04-003.001	E&B ENTERPRISES LLC	12207 HWY 49	GULFPORT	MS	39503
	85314	0808E-04-003.000	CRB HOLDINGS LLC	12199 HIGHWAY 49	GULFPORT	MS	39503
	133024	0808E-04-001.002	TACO SOMBRERO INC	12275 HIGHWAY 49	GULFPORT	MS	39503
N	57079	0808D-04-012.000	TACO SOMBRERO INC	12275 HWY 49 N	GULFPORT	MS	39503
	57113	0808E-04-001.000	TACO SOUTH LLC	P O BOX 3226	GULFPORT	MS	39505



Legend

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



1 inch = 300 feet



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RE: Special Exception 2305SE050, by agent Twila Johnson, seeking approval for a child day care usage, Tax Parcel 0808E-04-001.001, 12259 Hwy 49, Zoned B-4(Highway Business), Ward 7

To Applicants and Adjacent Property Owners:

The City of Gulfport Zoning Board of Adjustments and Appeals will hold a public hearing to consider the above application at 3:00 P.M. on **Thursday, May 18, 2023**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Zoning Board for **Thursday, May 18, 2023**. 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:
IPL0120452
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
BLX - Legal Ads
Final Cost:
53.68
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
April 27, 2023 10:11:08 AM EDT
Amount:
53.68

SCHEDULE FOR AD NUMBER IPL01204520

May 3, 2023
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL01204520**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979, as amended, notice is hereby given advising that the Zoning Board of Adjustment and Appeals will hold a public hearing in the City of Gulfport, Mississippi at 3:00 P.M., Thursday, May 18, 2023 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.

Special Exception 2304SE038, by agent Kenyetter Johnson, is seeking approval for day care use, Tax Parcel 0808L-04-001.001, 15487 Oak Ln, Zoned B-4 (Highway Business), Ward 7

Variance 2305ZB044, by owner Lori West, seeking approval to allow for a 11-foot front yard setback where 25-feet is required, Tax Parcel 0811C-05-018.000, 2615 25th Avenue Zoned B-2 (General business), Ward 3.

Variance 2305ZB045, by owner David Ray Roundtree, seeking approval for an additional accessory structure, Tax Parcel 0911D-07-044.000, 2222 Cypress Ave, Zoned R-1-7.5(Single family) Ward 2

Special Exception 2305SE050, by agent Twila Johnson, seeking approval for a child day care usage, Tax Parcel 0808E-04-001.001, 12259 Hwy 49, Zoned B-4(Highway Business), Ward 7
This the 26th day of April 2023
A. Leslie North, Chairman
City of Gulfport Zoning Board of Adjustment and Appeals
W00000000
Publication Dates

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