

AGENDA
GULFPORT CITY PLANNING COMMISSION MEETING
CITY HALL COUNCIL CHAMBERS
THURSDAY, JULY 27, 2023 AT 4:30 PM

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

F1. Planning Commission Meeting - June 22, 2023

G. Announcements

G1. If you are aggrieved by a vote of the Planning Commission, see below.

DECISION ITEMS: Except as noted below, items listed on this agenda as “Decision Items” may be appealed to the Gulfport City Council as follows: Any person or any officer, department or agency of the City aggrieved by a decision of the Planning Commission may, within fifteen (15) days thereafter, appeal therefore to the Gulfport City Council by submitting to the Planning Commission (Department of Urban Development – Planning Division) a written notice of appeal specifying the decision from which the appeal is taken. In the case of such appeal, the Planning Commission shall cause a transcript of the proceedings in the case to be certified to the 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.

Exception: The disapproval of a general subdivision plan may be appealed by the subdivider by submitting to the Planning Commission and the Mayor and City Council a written notice of appeal. Upon receipt of notice of appeal, the planning commission shall transmit to the City Council a certified copy of the proceedings upon which the appeal is taken. The City Council may overrule such disapproval by a recorded vote of not less than 2/3 of its entire membership. No other right of appeal exists as to action taken by the Planning Commission on a general subdivision plan. The City Council hearing is not limited to the record created before the Planning Commission.

RECOMMENDATION ITEMS: As to items listed on this agenda as “Recommendation

Items”, the recommendation of the Planning Commission, whether to approve (with or without condition) or disapprove, will automatically be submitted to the City Council by the Department of Urban Development – Planning Division, and the item (except recommendations on Final Plats which are not so limited) will be considered by the City Council on the record created before the Planning Commission. It is not necessary to file anything with the Planning Commission in order to have the matter heard by the City Council.

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

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

H. Hearing of Cases

H1. Planning Commission Decision

1. Planning Commission Approval 2307PC071:

Planning Commission Approval 2307PC071, by owner Daniel Chirinos, seeking approval for a home occupation administrative office use for a ride share company at Tax Parcel 0908J-01-001.099, 11345 Mia Dr, Zoned R-1-7.5 (Single-family), Ward 6

2. Planning Commission Approval 2307PC072:

Planning Commission Approval 2307PC072, by agents Advanced Bldg Specialties, Inc & Taylor Higgason, seeking approval for a convenience store use in a B-2 Zoning District at Tax Parcel 0808P-01-009.000, 14165 Dedeaux Rd, Zoned B-2 (General business), Ward 5

3. General Plan 2307PC083:

General Plan 2307PC083, by agent Elliott Homes LLC, Tax Parcel 1010O-02-050.000, seeking approval of General Plan for a new 78-lot subdivision (Palm Heights) at 1856 Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

4. General Plan 2307PC084:

General Plan 2307PC084, by agent Rumsey Engineering, Tax Parcels 0807F-01-003.000 & 0807F-01-004.000, seeking approval of a new 84-lot, single family residential development (Swan Ridge) at 15221 & 15201 Swan Rd, Zoned R-1-10 (Single-family), Ward 7

H2. Planning Commission Recommendation

1. Zoning Map Amendment 2307PC070:

Zoning Map Amendment 2307PC070, by owner Michael Wilson, Requesting to rezone Tax Parcel 0807H-01-010.001 from R-1-15 (Single-family) to R-E (Residence estate), South Swan Rd, Ward 7

2. Zoning Map Amendment 2307PC076:

Zoning Map Amendment 2307PC076, by agent Johnathan Marshall, Requesting to rezone Tax Parcel 0808M-03-006.000 from R-B (Residence-business) to B-1 (Neighborhood business), 11149 Old Hwy 49, Ward 7

3. Zoning Map Amendment 2307PC077:

Zoning Map Amendment 2307PC077, by agent Schwartz, Orgler, and Jordan, PLLC, Requesting to rezone Tax Parcel 0711O-03-034.000 from T4+ (General Urban Zone "Plus") to T5 (Urban Center Zone), 4310 W Beach Blvd, Ward 2

4. Zoning Map Amendment 2307PC079:

Zoning Map Amendment 2307PC079, by owner Jeanette Ladner, Requesting to rezone Tax Parcel 0711P-01-002.000 from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), W Beach Blvd, Ward 2

I. Reports

J. Unfinished Business

K. Other Business

L. Adjournment

MINUTES
GULFPORT CITY PLANNING COMMISSION
Thursday, June 22, 2023, 4:30 P.M.
City Hall Council Chambers

- A. **Prayer:** The Planning Commission led a prayer.
- B. **Pledge of Allegiance:** The Pledge of Allegiance was recited.
- C. **Call to Order:** The meeting of the Planning Commission was called to order at **4:40 pm.**
- D. **Determination of a Quorum:** A roll call was performed and a quorum was determined.

BOARD MEMBERS PRESENT:

WM. PRINCE JONES
DOUG HANCOCK
CHARLIE HEWES
BJ SELLERS
VIRGINIA ADOLPH
BRYAN JACOBS
TIM DAIGLE JR
CHRIS ROMANO

BOARD MEMBERS ABSENT:

KEITH WILLIAMS
HAROLD SPANN
GARLON PEMBERTON

STAFF MEMBERS PRESENT:

GREG HOLMES
SU-LIN FEATHERSTON
KEVIN BROWN
RHONDA GADDIS

COURT REPORTER:

NORMA SOROE

E. **Confirmation of Agenda:**

F. **Adoption of Minutes:**

A motion by Mr. Sellers to approve Minutes of the **May 25, 2023**, meeting was seconded by Mr. Jones and carried.

G. **Hearing of Cases:**

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

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

G3. Routine Agenda

H1. Planning Commission Decisions

1. General Plan 2306PC064:

General Plan 2306PC064, by agent Brown, Mitchell & Alexander, Inc, Tax Parcel 1008L-01-002.000, seeking approval of easements and right of way (North Park Drive) at Dedeaux Rd, Zoned B-2 (General Business), Ward 6

Speaking for the Petition: Scott De Lano

Speaking against the Petition: None

Motion: Mr. Hewes - To approve applicant request.

Second: Chris Romano

KEITH WILLIAMS	– Absent
VIRGINIA ADOLPH	– Chairman
CHARLIE HEWES	– Yea
BJ SELLERS	– Recused
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
BRYAN JACOBS	– Yea
GARLON PEMBERTON	– Absent
TIM DAIGLE JR	– Yea
CHRIS ROMANO	– Yea
HAROLD SPANN	– Absent

Action: Motion carried unanimously.

H2. Planning Commission Recommendation

1. Final Plat 2306PC063:

Final Plat 2306PC063, by owner Highland Lake Townhomes, LLC, Tax Parcel 1008F-01-001.000, seeking approval for a final plat of a 164-lot townhome subdivision (Highland Lake Townhomes Phase 1) at Ollie Road, Zoned R-B (Residence-Business), Ward 6

Speaking for the Petition: Andy Phelan

Speaking against the Petition: None

Motion: Mr. Hewes - To approve applicant request.

Second: Mr. Jones

KEITH WILLIAMS	– Absent
VIRGINIA ADOLPH	– Chairman
CHARLIE HEWES	– Yea
BJ SELLERS	– Recused
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Yea
BRYAN JACOBS	– Yea
GARLON PEMBERTON	– Absent
TIM DAIGLE JR	– Yea
CHRIS ROMANO	– Yea

HAROLD SPANN – Absent

Action: Motion carried unanimously.

I. Adjournment

There being no further business, a Motion was made by **Mr. Hewes** to adjourn, seconded by **Mr. Jones** and carried unanimously. The meeting adjourned at **5:00 pm.**

William Prince Jones, Secretary

Date: _____

MEMORANDUM

To: City of Gulfport Planning Commission

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

Date of Hearing: July 27, 2023

Re: Planning Commission Decision

MEMORANDUM

To: City of Gulfport Planning Commission

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

Date of Hearing: July 27, 2023

Re: Planning Commission Approval 2307PC071:

Planning Commission Approval 2307PC071, by owner Daniel Chirinos, seeking approval for a home occupation administrative office use for a ride share company at Tax Parcel 0908J-01-001.099, 11345 Mia Dr, Zoned R-1-7.5 (Single-family), Ward 6

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2307PC071

Hearing Date: July 27, 2023

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

Legal: Planning Commission Approval 2307PC071, by owner Daniel Chirinos, seeking approval for a home-based administrative office use for a ride share company at Tax Parcel 0908J-01-001.099, 11345 Mia Dr, Zoned R-1-7.5 (Single Family), Ward 6

TECHNICAL DETAILS

The applicant requests approval to run a ride-share business as a home occupation. It is stated by the applicant that there will be no visits of customers or clients to the home.

The applicant provided statements for the home occupation business where he will conduct administrative duties at the home. He will drive to pick-up clients at their desired pick-up location by appointment. The applicant further states, the hours of operation will be Monday through Friday 5:00 am to 11:00 pm. He will be traveling to and from his home for business purposes and he will be using the telephone and computer as means of conducting business. There are no obtrusive impediments in the neighborhood that will be caused by the aforementioned home occupation.

EXECUTIVE SUMMARY

The application meets the requirements for a home occupation business that requires Planning Commission Approval, and there is very little impact on the neighborhood.

Any approval should consider these conditions:

1. Must comply with all planning and zoning rules and regulations.
2. Approval allows a home occupation.
3. No customers allowed on site.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 7/17/23.

Public Works: No conditions. Memo dated 7/17/23.

Traffic and Safety: No conditions. Memo dated 7/17/23.

Building Code Services: No conditions. Memo dated 7/17/23.

Technical Report
PLANNING COMMISSION APPROVAL

GIS: No conditions. Memo dated 7/17/23.

Police Department: No comments. Memo dated 7/17/23.

Fire Department: No conditions. Memo dated 7/17/23.

City Arborist: No conditions. Memo dated 7/17/23.

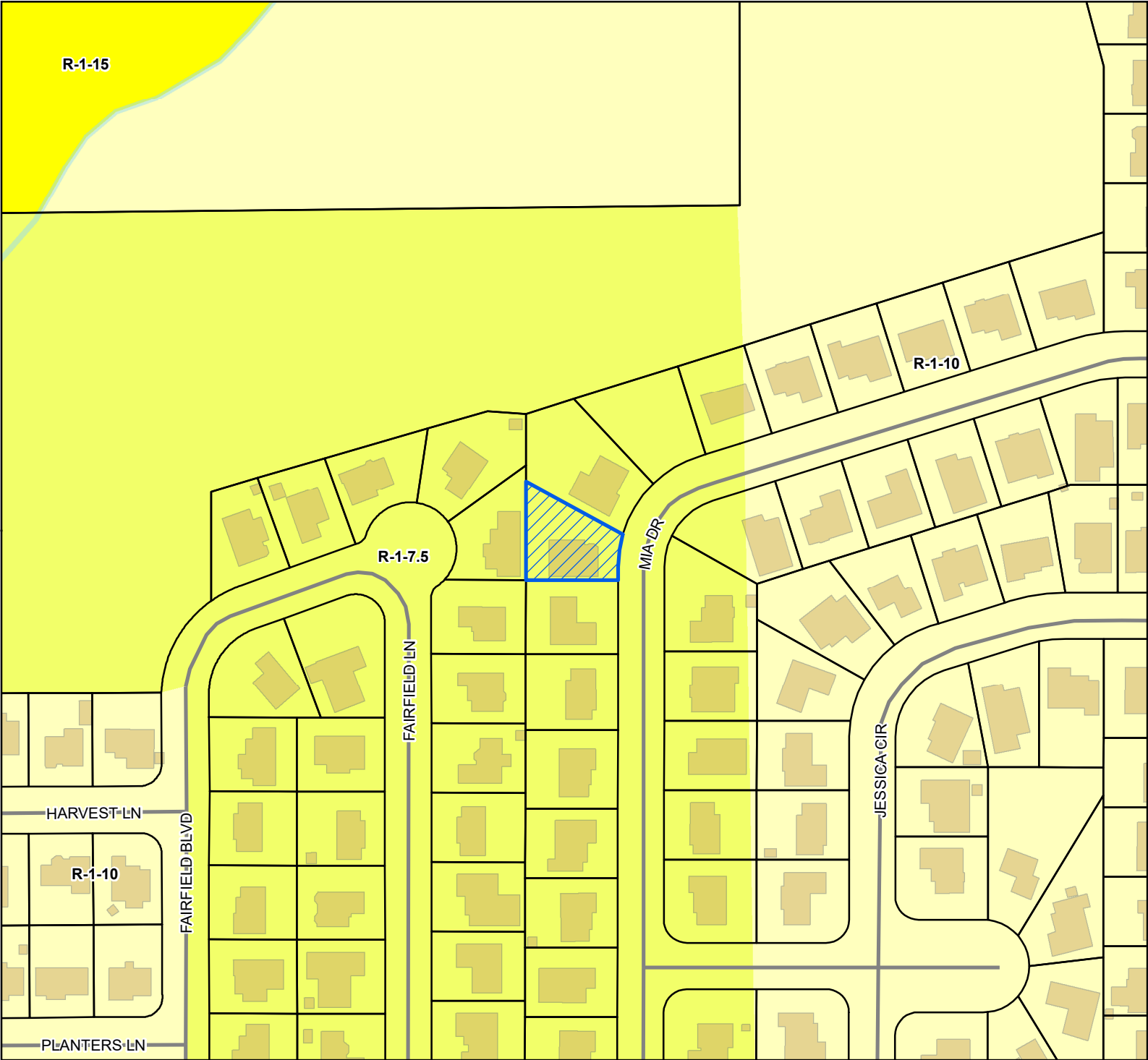
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Holmes
Director of Urban Development Department

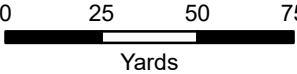




- Site
- Street
- Parcels
- Buildings
- Water Features

- Zoning**
- R-1-10 - Single Family Residence (Low Density)
 - R-1-15 - Single Family Residence District (Low Density)
 - R-1-7.5 - Single Family Residence District (Low Density)

Site Information
0908J-01-001.099
Zoning: R-1-7.5 (Single Family)
Size: 7,994 SqFt
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.



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

For Staff Use Only

APPLICATION FOR PLANNING COMMISSION APPROVAL FOR A HOME OCCUPATION

Property Information

TAX PARCEL #

0	9	0	8	5

 -

0	1

 -

0	0	1

 .

0	9	9

Case Number: 2307PC071Date Received: 5/23/23

Receipt Number: _____

Received By: RGZoning: R-1-7.5Ward: 6 Flood: XSize: 7,994 sqft.

(If necessary, use separate sheet of paper)

Address of Property Involved: 11345 MA Dr Gulfport, MS 39503Lot(s) _____, Block(s) _____, Subdivision Fairfield #3

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

HOME OCCUPATION FOR ADMINISTRATION OFFICE FOR Mideshare

OWNERSHIP AND CERTIFICATION:

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

OWNER

AGENT

Printed Name of Owner

Daniel Chininos

Printed Name of Agent

Mailing Address

11345 MA Dr

Mailing Address

City

State

Zip code

Gulfport MS 39503

City

State

Zip code

Home Phone

Work/Cell Phone

N/A

Home Phone

Work/Cell Phone

Email

danielchininos1@hotmail.com

Email

Signature of Owner

Signature of Agent

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

☐

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

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

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

NAME OF OWNER (PRINT) Daniel Chinnos

ADDRESS (STREET, CITY, STATE, ZIP CODE) 11345 mis Dr Gulfport, MS 39503

PHONE # (H) (251) 644 3704 (W) _____

TAX PARCEL NUMBER(S) OWNED 0908 J-01-001.099

SIGNATURE: 

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

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

- ① No clients will be coming to home
- ② No additional water used or needed
- ③ No additional waste used or needed
- ④ Will not need any more or additional fire or Police protection than what is currently provide
- ⑤ There will not be an increase in traffic. No business customers will be coming to or from the house
- ⑥ This business will not disrupt the harmony of the neighborhood

5/23/2023

[Signature]

CHECKLIST FOR HOME OCCUPATIONS

Owner's Name: Daniel E Chinnos

Address: 11345 Main Dr Gulfport, MS 39503

Phone: (Home) _____ (Work/Cell) (251) 644 3704

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

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

Nature of business: ride services

Please fill in all the appropriate blanks:

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

Earlier than 8:00 a.m. 5:00 AM

Give hours: _____

Later than 5:00 p.m.: _____

Give hours: 11:00 PM

Method of conducting business:

Telephone: ☒ _____

Mail order: _____

Personal computer: _____

Appointment: ☒ _____

Traffic generation:

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

If so, specify the number and frequency of deliveries: N/A

Describe size of vehicle making deliveries: _____

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

Specify number and frequency of visits by clients and customers: N/A

Is everything made, manufactured, or provided on site? N/A

Is special equipment required in production? N/A

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

Are sales made from the premises? N/A

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

Local stores on consignment: _____

Arts and crafts or flea markets: _____

Trade shows: _____

Other: _____

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

Yes _____ No ☒

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

Printed Name: DANIEL E CHINNO

Signature: [Signature]

Date: 5/23/23



R-4-7.5

11404 FAIRFIELD LN

11400 FAIRFIELD LN

11349 MIA DR

11353 MIA DR

11345 MIA DR

11394 FAIRFIELD LN

11341 MIA DR

11340 MIA DR

11390 FAIRFIELD LN

11337 MIA DR

11336 MIA DR

Our File #B160659



1st Judicial District
Instrument 2016-5287-D-J1
Filed/Recorded 08/01/2016 08:18 AM
Total Fees \$12.00
2 Pages Recorded

Prepared by & Return To: Schwartz, Orgler & Jordan, PLLC
PO Box 4682 Biloxi MS 39535, 228-388-7441

STATE OF MISSISSIPPI
COUNTY OF HARRISON

WARRANTY DEED

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

Joseph Thomas Gilmore, a single person,

609 Hilltop Place Dr, Farmington, MO 63640, 573-330-0936

does hereby sell, convey and warrant unto

Daniel E. Chirinos,

11345 Mia Dr, Gulfport, MS 39503, 251-644-3704,

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

Lot Forty-seven (47), FAIRFIELD SUBDIVISION, PART III, as per the official map or plat thereof; on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Plat Book 51 at Page 7 thereof; reference to which is hereby made in aid of and as a part of this description.

The Grantee herein is prohibited from conveying the above described property for any sales price for a period of 30 days from the state of this deed. After this 30 day period, Grantee is further prohibited from conveying the property for a sales price greater than \$114,000.00 until 90 days from the date of

2

this deed. These restrictions shall run with the land are not personal to the Grantee.

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

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

WITNESS MY SIGNATURE, on this the 29th day of July, 2016.

Joseph Thomas Gilmore
Joseph Thomas Gilmore

STATE OF Missouri

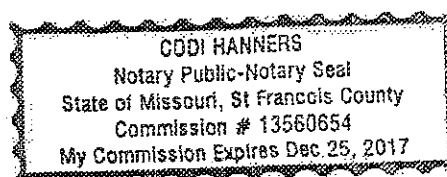
COUNTY OF St. Francois

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Joseph Thomas Gilmore, who acknowledged that the above and foregoing instrument was signed and delivered as the free and voluntary act and deed of the Grantor on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 29 day of July, 2016.

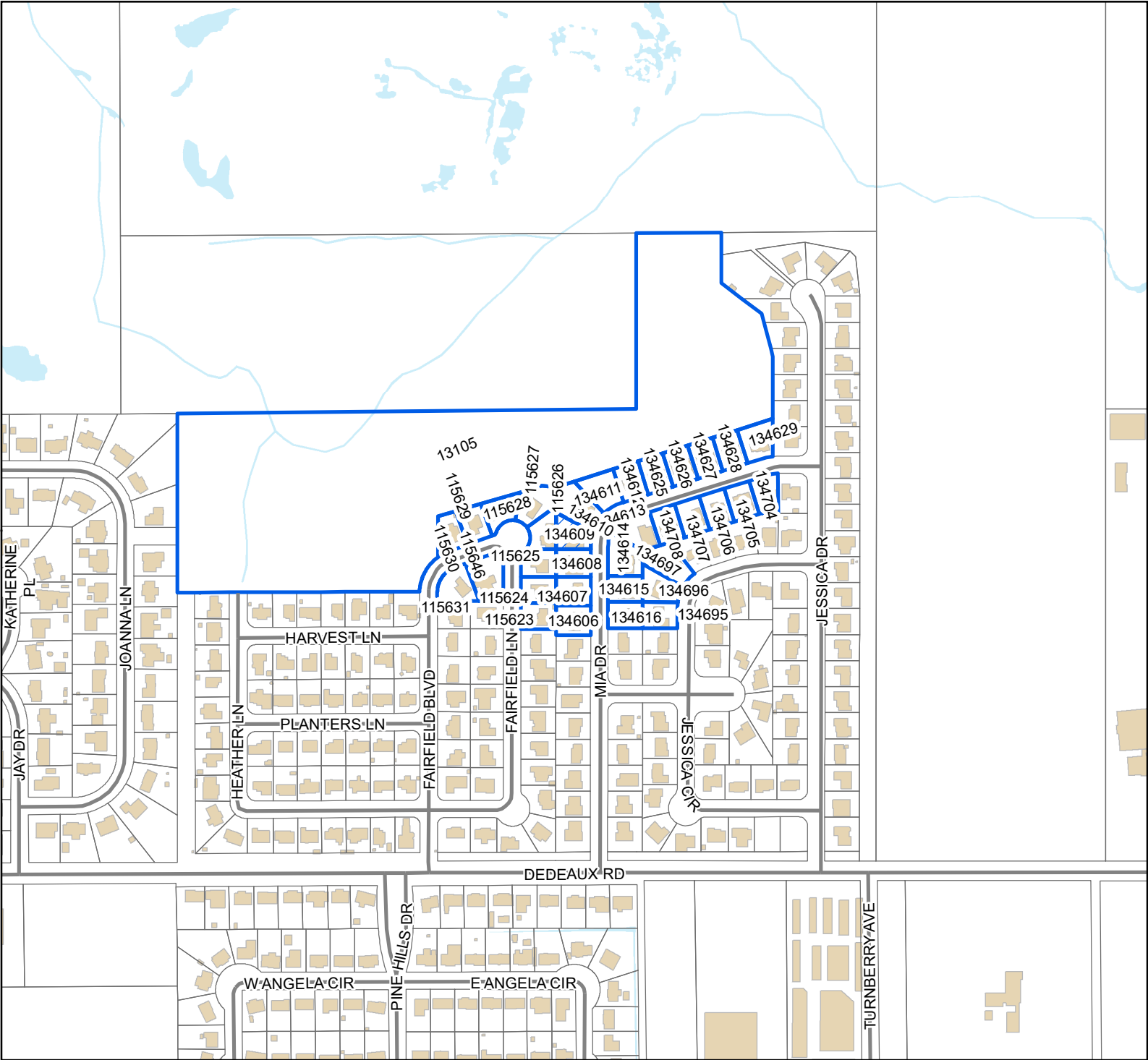
[Signature]
NOTARY PUBLIC

My Commission Expires: 12/25/17



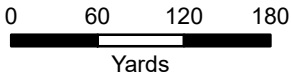
Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			DANIEL CHINNOS (OWNER)	11345 MIA DRIVE	GULFPORT	MS	39503
			Adjacent Property Owners(2307PC071)				
	115646	0908J-01-001.087	CIBENE MICHAEL D & ALEXANDER	11411 FAIRFIELD LANE	GULFPORT	MS	39503
	115623	0908J-01-001.064	MOFFETT JAMES EDWARD & MARILYN	11386 FAIRFIELD LANE	GULFPORT	MS	39503
	115627	0908J-01-001.068	CARLOS MARK	11404 FAIRFIELD LN	GULFPORT	MS	39503
	115626	0908J-01-001.067	MOSLEY ANDREA MONIQUE	11400 FAIRFIELD LANE	GULFPORT	MS	39503
	115629	0908J-01-001.070	WATSON DARYL WAYNE JR & MICHELLE	11410 FAIRFIELD LN	GULFPORT	MS	39503
	115630	0908J-01-001.071	RAMOS PASTOR	11414 FAIRFIELD LN	GULFPORT	MS	39503
	115624	0908J-01-001.065	SUNFLOWER PROPERTIES LLC	#8 BAYOU PLACE	GULFPORT	MS	39503
	115631	0908J-01-001.072	BUI THANH & NGUYEN SANG	15163 HAVERSHAM PL	D'IBERVILLE	MS	39540
	13105	0908J-01-001.000	DALEY ROBERT M & JEREMIA R	P O BOX 4273	GULFPORT	MS	39502
	115625	0908J-01-001.066	HEBERT ZACHARY	11394 FAIRFIELD LANE	GULFPORT	MS	39503
	115628	0908J-01-001.069	GADDIS RHONDA M & ARTHUR R SR	14355 BRENTWOOD COVE	GULFPORT	MS	39503
	134606	0908J-01-001.096	JENNINGS ERIC J	11333 MIA DR	GULFPORT	MS	39503
	134607	0908J-01-001.097	MOORE BETH MCFADYEN -TRUSTEE-	1244 KENISINGTON DR	BILOXI	MS	39560
	134612	0908J-01-001.102	SILVA JUAN PABLO	P O BOX 471127	CELEBRATION	FL	34747
	134625	0908I-01-007.001	ZEGELIAN MICHAEL & CHRISTINA	11361 MIA DR	GULFPORT	MS	39503
	134626	0908I-01-007.002	KIRCHNER JOHN C	11365 MIA CIRCLE	GULFPORT	MS	39503
	134627	0908I-01-007.003	MOORE CINDY E	11369 MIA DR	GULFPORT	MS	39503
	134706	0908I-01-007.082	NATALE JOURDAN L	11368 MIA DRIVE	GULFPORT	MS	39503
	134707	0908I-01-007.083	WILLIAMS ISAAC & TAMMIE	11364 MIA DR	GULFPORT	MS	39503
	134708	0908I-01-007.084	RUSS TYRONE P	11360 MIA DR	GULFPORT	MS	39503
	134613	0908J-01-001.103	FAIRLEY JOHN L JR	11352 MIA DRIVE	GULFPORT	MS	39503
	134695	0908I-01-007.071	RODRIGUEZ GLENDA QUINONES &	MIGUEL FEYJOO-CRUZ	GULFPORT	MS	39503
	134608	0908J-01-001.098	BRANSOM TYREL & LENA	11341 MIA DR	GULFPORT	MS	39503
	134609	0908J-01-001.099	CHIRINOS DANIEL E	11345 MIA DRIVE	GULFPORT	MS	39503
	134610	0908J-01-001.100	RIOS JOSEPH ANTHONY GONZALEZ -ETAL-	13449 MIA CIRCLE	GULFPORT	MS	39503
	134611	0908J-01-001.101	KMJB LLC	13440 WOODLAND DR	GULFPORT	MS	39503
	134628	0908I-01-007.004	NEWSOME LEKEESHIA N	11373 MIA DRIVE	GULFPORT	MS	39503
	134629	0908I-01-007.005	COOK SARAH K	11377 MIA DR	GULFPORT	MS	39503
	134704	0908I-01-007.080	RYALS DENNIS	11376 MIA DR	GULFPORT	MS	39503
	134705	0908I-01-007.081	FLOOD TORIN T	11372 MIA DRIVE	GULFPORT	MS	39503
	134614	0908J-01-001.104	PARNELL BILLIE S	11340 MIA DR	GULFPORT	MS	39503
	134615	0908J-01-001.105	MENJIVAR FREDY H	11336 MIA DR	GULFPORT	MS	39503
	134616	0908J-01-001.106	RODRIGUEZ RAMON Q & JEAMY M CINTRON	11332 MIA DRIVE	GULFPORT	MS	39503
	134697	0908I-01-007.073	HARTFIELD MARGARET CHRISTINE	12129 JESSICA CIRCLE	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
134696	0908I-01-007.072	BROWN CARLOS O'NEIL	12125 JESSICA CIRCLE	GULFPORT	MS	39503	



Legend

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



1 inch = 400 feet



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RE: Planning Commission Approval 2307PC071, by owner Daniel Chirinos, seeking approval for a home occupation administrative office use for a ride share company at Tax Parcel 0908J-01-001.099, 11345 Mia Dr, Zoned R-1-7.5 (Single-family), Ward 6

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, July 27, 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 Planning Commission for **Thursday, July 27, 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.



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	441421	Print Legal Ad-IPL01303580 - IPL0130358		\$92.65	2	62 L

Attention: Matilda Welch
GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

LEGAL NOTICE PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, July 27, 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.

Planning Commission Approval 2307PC071, by owner Daniel Chirinos, seeking approval for a home occupation administrative office use for a ride share company at Tax Parcel 0908J-01-001.099, 11345 Mia Dr, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2307PC072, by agents Advanced Bldg Specialties, Inc & Taylor Higgason, seeking approval for a convenience store use in a B-2 Zoning District at Tax Parcel 0808P-01-009.000, 14165 Dedeaux Rd, Zoned B-2 (General business), Ward 5

General Plan 2307PC083, by agent Elliott Homes LLC, Tax Parcel 10100-02-050.000, seeking approval of General Plan for a new 78-lot subdivision (Palm Heights) at 1856 Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

General Plan 2307PC084, by agent Rumsey Engineering, Tax Parcels 0807F-01-003.000 & 0807F-01-004.000, seeking approval of a new 84-lot, single family residential development (Swan Ridge) at 15221 & 15201 Swan Rd, Zoned R-1-10 (Single-family), Ward 7

Zoning Text Amendment 2301PC008, by City of Gulfport, Amendments to the Accessory Building Ordinance Sec. IV. Supplementary regulations. (2) Accessory building; to consider changes to limitations on size, height, setbacks, number allowed, and definitions.

Zoning Text Amendment 2302PC016, by agent David P. Sullivan, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III. (K), (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+ zoning districts.

Zoning Map Amendment 2307PC070, by owner Michael Wilson, Requesting to rezone Tax Parcel 0807H-01-010.001 from R-1-15 (Single-family) to R-E (Residence estate), South Swan Rd, Ward 7

Zoning Map Amendment 2307PC076, by agent Johnathan Marshall, Requesting to rezone Tax Parcel 0808M-03-006.000 from R-B (Residence-business) to B-1 (Neighborhood business), 11149 Old Hwy 49, Ward 7

Zoning Map Amendment 2307PC077, by agent Schwartz, Orgler, and Jordan, PLLC, Requesting to rezone Tax Parcel 0711O-03-034.000 from T4+ (General Urban Zone "Plus") to T5 (Urban Center Zone), 4310 W Beach Blvd, Ward 2

Zoning Map Amendment 2307PC079, by owner Jeanette Ladner, Requesting to rezone Tax Parcel 0711P-01-002.000 from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), W Beach Blvd, Ward 2

This the 5th day of July 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0130358
Jul 12 2023

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Dallas County, Texas personally appeared Stefani Beard, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue(s) of:

1 insertion(s) published on:
07/12/23

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

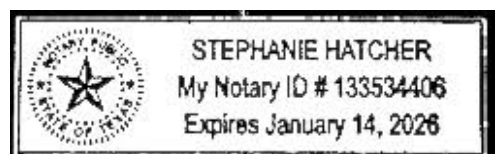
Stefani Beard

Sworn to and subscribed before me this 19th day of July in the year of 2023

Stephanie Hatcher

Notary Public

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



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

MEMORANDUM

To: City of Gulfport Planning Commission

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

Date of Hearing: July 27, 2023

Re: Planning Commission Approval 2307PC072:

Planning Commission Approval 2307PC072, by agents Advanced Bldg Specialties, Inc & Taylor Higgason, seeking approval for a convenience store use in a B-2 Zoning District at Tax Parcel 0808P-01-009.000, 14165 Dedeaux Rd, Zoned B-2 (General business), Ward 5



DEPARTMENT OF
URBAN DEVELOPMENT
PLANNING DIVISION

June 30, 2023

Pure Market LLC
139 Hwy 61
Gulfport, MS 39110

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5710
Fax: 228-868-5708

Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

RE: Requesting approval for a convenience store in a B-2 Zoning District

To Whom It May Concern:

Upon further review of the submitted application, and the provided documentation, requirements for the application submission have been met. Your case will be heard by the Gulfport City Planning Commission on **Thursday, July 27, 2023**. Notifications will be sent out via post shortly.

If you have any questions or comments, please contact this office.

Sincerely,
City of Gulfport Planning Division

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2307PC072

Hearing Date: July 27, 2023

Current Zoning/Use: B-2 / Commercial

Legal: Planning Commission Approval 2307PC072, by agents Advanced Bldg. Specialties, Inc & Taylor Higgason, seeking approval for a convenience store use in a B-2 Zoning District at Tax Parcel 0808P-01-009.000, 14165 Dedeaux Rd, Zoned B-2 (General business), Ward 5

TECHNICAL DETAILS

The applicant requests Planning Commission Approval to allow a convenience store use located at 14165 Dedeaux Road, zoned B-2 (General Business). The proposed site consist of approximately (1) acres and will access ingress and egress from Three Rivers Road and Dedeaux Road and appear to meet required parking. However, please note that review of the site plan shows that the new canopy appears it may not meet the required setback of 25-feet thus a variance would be required.

Further, a site visit was conducted by staff on July 12, 2023 confirming that the proposed convenience store use would be in harmony with the existing neighborhood. The surrounding area consist of the following businesses; Temple Baptist Church, Circle K Gas Station, Storage King USA Self Storage, Edwards Jones Investments, Jackson Discount Pharmacy, Riemann Family Funeral Home, Coastal Oil Change, and Hair & Beauty Supply. In addition, the site currently has access to existing City of Gulfport's water and sewer lines and will be served by the City of Gulfport's Police and Fire Department.

EXECUTIVE SUMMARY

In review of the site plan provided by the applicant, and a site visit conducted by staff confirmed that the proposed use of a convenience store use would be in harmony with the surrounding neighborhood.

Any approval should consider these conditions:

1. Must comply with all Building Codes and City Ordinance.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 7/17/23.

Public Works: No conditions. Memo dated 7/17/23.

Technical Report
PLANNING COMMISSION APPROVAL

Traffic and Safety: No conditions. Memo dated 7/17/23.

Building Code Services: Conditions. Must comply with all current Building Codes and City Ordinance. Memo dated 7/11/23.

GIS: No conditions. Memo dated 7/17/23.

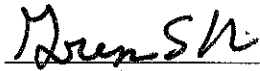
Police Department: No conditions. Memo dated 7/12/23.

Fire Department: No conditions. Memo dated 7/12/23.

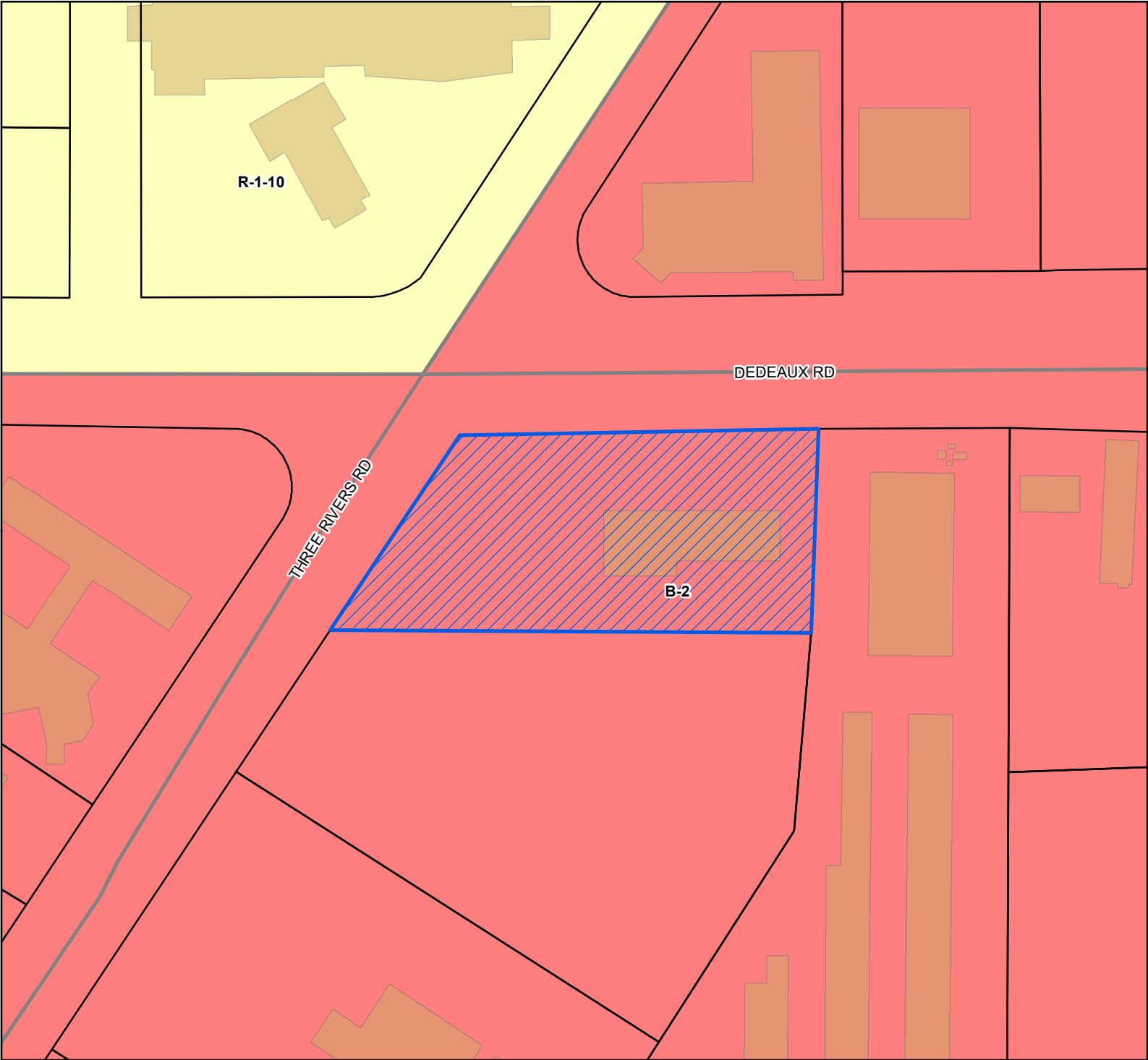
City Arborist: No conditions. Memo dated 7/11/23.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Holmes
Director of Urban Development Department



Site

Street

Parcels

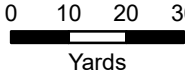
Buildings

Zoning

B-2 - General Business District

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

Site Information
0808P-01-009.000
Zoning: B-2 (General business)
Size: 43380 sqft
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

Convenience
Store

For Staff Use Only

Case Number: 2307PC072

Date Received: 5/23/23

Receipt Number: _____

Received By: RG

Zoning: B-2

Ward: 5 Flood: X

Size: _____

APPLICATION FOR PLANNING COMMISSION APPROVAL

Property Information

TAX PARCEL #

0	8	0	8	P	-	0	1	-	0	0	9	•	0	0	0
					-			-				•			
					-			-				•			

(If necessary, use separate sheet of paper)

Address of Property Involved: 14165 Deadeaux Road, Gulfport, MS

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

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

Convenience Store in B-2 Zone

OWNERSHIP AND CERTIFICATION:

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

OWNER

AGENT

Pure Market LLC

Printed Name of Owner

139 Hwylel

Mailing Address

Madison MS 39110

City State Zip code

601-499-4585 601-813-4076

Home Phone Work/Cell Phone

sbgroup05@gmail.com

Email

Signature of Owner

Advanced Bldg Specialties, Inc Taylor Higginson

Printed Name of Agent

213 N Main St. Suite C

Mailing Address

Petal MS 39465

City State Zip code

601-582-2745 601-325-8562

Home Phone Work/Cell Phone

thigginson@advancedbuildinginc.com

Email

Signature of Agent

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

☐

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

IMPORTANT NOTICE

1. Please be advised that failure to submit a complete application, with all supporting documents, could **delay your hearing date**. The Planning Commission 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. Please see reverse of this sheet to determine the deadline dates for filing your application.

SUBMISSION REQUIREMENTS

- A. Page one of this application, completed and signed.
- B. 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.
 - Required buffer strips have been identified.
 - Other pertinent information as needed to pictorially demonstrate the proposed development/use.
- C. Proof of ownership (Copy of deed or affidavit)

D. If applicable, notarized proof of authority to act as agent for owner (board resolution, etc.)

E. 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.

F. **Provide a written statement addressing the following issues:**

Explain how the site plan is appropriate with regard to:

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

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

COMMERCIAL LEASE AGREEMENT

This Lease, made by and between J. Salloum Properties, Inc. and R. Salloum Investment, Inc. and/or their Assigns, whose address is Post Office Box 1176, Gulfport, Mississippi 39502 (collectively "Lessor") and PURE MARKET, LLC, whose address is 224 Kingsbridge Road, Madison MS 39110, (collectively "Lessee").

1. Lessor hereby leases to and Lessee hereby leases from Lessor, on the following terms and conditions: a building of approximately 2,400 square feet situated on property located at the southeast corner of Dedeaux Road and Three Rivers Road, Gulfport, Mississippi consisting of 1.01 acres with a frontage of approximately 262 feet on Dedeaux Road and 168 feet on Three Rivers Road as shown by a survey of Cassidy-Acadia dated November 23, 2021 attached as Exhibit "A." (the "Leased Premises")

2. The primary term of this Lease shall be for twenty (20) years commencing on March 31, 2022. The Leased Premises are leased "as is" and Lessee is permitted to remove the existing building and replace it with a building that he intends to use as a convenience store/gas station, liquor store, sandwich shop, pizza place, fast food franchise, or coffee shop. Lessee shall not be obligated to pay any monthly rent to Lessor during the first twelve (12) months of this Lease (the primary term and any extended terms shall be referred to herein as the "Term").

3. Beginning April 1, 2023, Lessee shall pay to Lessor as basic rental for the Leased Premises the sum of \$3,000.00 per month through August 31, 2023, such payments to be made by the first day of each month in advance. Beginning September 1, 2023, for the remainder of the primary term (subject to the increases set out below), Lessee shall pay basic rental of \$5,500.00 per month on the first day of the month in advance. Provided Lessee is not in default, Lessee shall have three (3) automatic additional ten (10) year options to renew. Lessee may cancel the automatic renewals by providing Lessor with one hundred eighty (180) days written notice to Lessor prior to the expiration of the then existing term. The terms of this Lease shall remain in force and effect during any renewal term. There will be an increase in base rent each five (5) years of \$300.00 per month during the primary term and any renewal term of this Lease, i.e., on April 1, 2027, the base rent shall increase by \$300.00 per month with similar monthly rent increases each five (5) years thereafter. Rent shall be paid to the address of Lessor as provided in paragraph 7.

4. Lessor makes no representation regarding the suitability of the Leased Premises for Lessee's intended use, and Lessee acknowledges the zoning determination letter from the City of Gulfport dated March 2, 2022, attached as Exhibit "B." It is understood and agreed that if Lessee does not provide Lessor with written notice by July 15, 2022, that all necessary permits to sell gasoline, beer, and tobacco products have been secured, Lessor or Lessee have the right to cancel this Lease upon ten (10) days written notice to the other party until July 29, 2022. After July 29, 2022, neither party shall have the right to terminate this Lease except as otherwise provided herein.

5. Lessee shall pay all ad valorem taxes and insurance premiums upon any inventory, fixtures, equipment and personal properties situated in the Leased Premises and all improvements and additions. Lessee further agrees to carry, at its expense, comprehensive general liability insurance of at least \$1,000,000 per person/\$2,000,000 per occurrence/and \$1,000,000 for property damage and the Lessor shall be named as additional insured.

6. If Lessee shall fail to pay any rent to Lessor when the same is due and payable under the terms of this lease and such default shall continue for a period of twenty (20) days after written notice thereof has been given to Lessee by Lessor, or if

Lessee shall fail to perform any other duty or obligation imposed by this lease and such default shall continue for a period of thirty (30) days after written notice thereof has been given to Lessee by Lessor, then Lessee shall be in default, and Lessor may exercise any remedy at law or equity available, including, without limitation taking possession of the Leased Premises.

7. All notices must be in writing and may be given by electronic mail; or by mail or private carrier. Written notice by mail must be given by registered or certified mail—return receipt requested with postage prepaid and is effective on the earlier of: (i) five (5) days after it is deposited with the United States Postal Service or (ii) when is received, as reflected on the return receipt. Any notice communicated by, electronic mail, is effective when sent, if it was transmitted to the correct number or address provided by the other party. Notice by private carrier shall be effective after receipt of confirmation of delivery by use of the designated tracking number after it is deposited with such private carrier. Either party shall have the right to change their address by giving to the other party fifteen (15) days written notice of their intention to make such change and of the substituted address at which any notice or demand may be directed. Lessor's address is Post Office Box 1176, Gulfport, Mississippi 39502. Lessee's mailing address shall be 224 Kingsbridge Road, Madison MS 39110; and email address shall be sbgroup05@gmail.com.

8. Lessee shall not assign this Lease without the prior written consent of Lessor, which consent may not be unreasonably withheld. Lessee shall be allowed to sublease all or part of the Leased Premises to a third party that will use the Leased Premises as a convenience store/gas station, liquor store, sandwich shop, pizza place, fast food franchise, or coffee shop; otherwise, Lessee shall not sublease all or part of the Leased Premises without the prior written consent of Lessor, which consent may not be unreasonably withheld. Notwithstanding any such subleasing, Lessee shall continue to remain primarily responsible for any and all obligations of Lessee under the terms of this Lease. Upon acceptance of the Lessor of assignment of this lease by the undersigned Lessee, the undersigned Lessee and individual Guarantors named herein shall be released from any and all duties and liability arising under the terms of this Agreement.

9. This Lease agreement shall not be modified or amended in any respect unless any such modification or amendment is in writing and signed by Lessor and Lessee.

10. Net Lease. Lessee acknowledges and agrees that it is intended that this Lease will be a completely "net lease" to Lessor, and that Lessor is not responsible during the Lease Term for any costs, charges, expenses, and outlays of any nature whatsoever arising from or relating to the Leased Premises including, without limitation, the improvements and additions, or the use and occupancy thereof, or the contents thereof or the business carried on therein, except as may be otherwise expressly stated herein. Lessee shall pay all charges, impositions, costs, and expenses of every nature and kind relating to the Leased Premises arising during the Term of this Lease.

11. Lessee may install and shall remain and be the owner and operator of all Petroleum Equipment (as defined below) on the Leased Premises, and, accordingly, Lessee is further deemed to be such for purposes of compliance with environmental laws which relate to Lessee's operations on the Leased Premises. At any time during the Term of this Lease, Lessee shall have the right to install or cause to be installed and to maintain, remove, replace, relocate, repair, upgrade, and operate petroleum marketing equipment, including storage tanks and their associated lines, pumps, dispensers, mechanical, control, and detectional equipment, environmental assessment and remediation equipment related thereto (collectively, "Petroleum Equipment"), and exterior lights, poles, canopies, structures, and consoles on the Leased Premises for the sale of gasoline and other petroleum products.

If at any time during the Term of this Lease environmental conditions at the Leased Premises attributable to Lessee's operations on the Leased Premises are found to be in violation of law, Lessee, at its sole cost and expense, shall perform all investigation and remediation required by governmental authorities and by applicable law relating to such conditions. Upon request by Lessor to Lessee, Lessee shall promptly provide to Lessor copies of any notices from, or reports filed with, any governmental agencies.

Upon the expiration of the Term or earlier termination of this Lease, Lessee shall, at its sole cost and expense, commission a Phase I environmental site assessment. If Lessor requests the commission of a Phase II environmental site assessment after the completion and submission of the report of the aforementioned Phase I assessment, said expense shall be evenly divided between the Lessor and Lessee. If such assessment shows environmental conditions attributable to Lessee's operations on the Leased Premises to be in violation of any law, Lessee shall perform all investigation and remediation required by governmental authorities having jurisdiction and by applicable law with respect to such conditions and restore the surface of the Leased Premises to substantially the same condition as existed immediately prior to such investigation and remediation, if any, to the extent commercially practicable. If Lessee's performance of its obligations under this Lease pertaining to environmental assessment and remediation extends beyond the date of termination or expiration of the Term of this Lease, Lessor shall grant to Lessee access to the Leased Premises to the extent required for Lessee to perform or comply with such obligations of this Lease or the requirements of applicable law or governmental authorities having jurisdiction.

Lessee shall indemnify and hold Lessor harmless from any claims, demands, causes of action, liabilities, losses, and reasonable costs and expenses arising from Lessee's breach of its obligations under this paragraph 11. This paragraph 11 shall survive the termination or expiration of this Lease.

12. It is further understood and agreed that the buildings and structures erected on the Leased Premises (less and except the Petroleum Equipment), including heat and air conditioning equipment, shall be the property of the Lessor at the end of the Lease term and may not be removed by Lessee at the termination or expiration of this Lease.

13. Lessee covenants that the Leased Premises shall be used for a convenience store/gas station, liquor store, sandwich shop, pizza place, fast food franchise, or coffee shop so long as such use is lawful and does not violate any applicable federal, state, county, or municipal ordinances and laws that are in force and such use does not violate any restrictions applicable to the Leased Premises.

14. (a) Lessee shall keep the buildings located upon the Leased Premises insured against loss or damage by fire or other casualty and extended coverage in an amount equal to the replacement cost of the improvements and additions on the Leased Premises and all contents of Lessee located on or within the Leased Premises. The insurance required to be maintained by this paragraph shall provide that payments for losses be made jointly to Lessor and Lessee; provided, however, neither Lessor nor any person other than Lessee shall be entitled to any insurance proceeds applicable to the Petroleum Equipment, Lessee's Personal Property, inventory, or business interruption.

(b) If Lessee shall at any time fail to keep said buildings and additions so insured, Lessor may effect or maintain such insurance and any money expended for that purpose shall be repayable by Lessee on demand as additional rent.

(c) Lessee further agrees to indemnify and hold Lessor harmless from all claims for personal injuries, death, and property damage which occur as a result of the

operation of Lessee's business in and about the Leased Premises, or which result from any work done in and about the Leased Premises improvements and additions by Lessee or any contractors selected by or for Lessee. The provisions of this paragraph 14 shall survive the termination of this Lease.

15. (a) If the improvements shall be damaged or destroyed in whole or in part by fire or other casualty, the net amount of all insurance proceeds received by Lessor and Lessee with respect to Lessee's insurance, after deduction of the reasonable costs and expenses incurred in collecting the same, shall, at Lessee's request, be disbursed to Lessee (or retained if paid directly to Lessee) to pay for the costs and expenses of the Restoration (as hereinafter defined).

(b) Lessee shall have the obligation to proceed promptly after the insurance claims are settled with the restoration, replacement, rebuilding, or repair of the improvements and additions as nearly as possible to the condition they were in immediately prior to such fire or other casualty (the "Restoration"). The Restoration shall be done in compliance with all applicable laws, rules, and regulations. Lessee shall provide Lessor and, upon Lessor's written request, with reports on the progress of the Restoration from time to time. Lessee's obligation to pay rent shall abate during the Restoration until a certificate of occupancy is issued with respect to the reconstructed improvements and additions.

16. Lessee shall pay or cause to be paid all charges for utilities for the Leased Premises. Lessor shall not be required to furnish to Lessee any utilities or be responsible for the payment therefore.

17. Lessee shall be responsible for all repair and maintenance of the Leased Premises and all improvements and additions. The Lessee shall not allow a lien or claim of any kind to be filed or claimed against the Lessor's interest in the Leased Premises during Term of this Lease. If such lien is claimed or filed, Lessee shall cause the Leased Premises to be released from the claim within thirty (30) days after the Lessor is given written notice that a claim has been filed, or within thirty (30) days after the Lessor is given written notice of the claim and transmits written notice of its receipt to the Lessee, whichever thirty-day (30-day) period expires earlier. Lessee will cause such release either by paying to the court the amount necessary to relieve and release the Leased Premises from the claim, or in any other manner which, as a matter of law, will result, within the thirty-day (30-day), in releasing the Lessor and its title from the claim. During any period of construction on the Leased Premises, Lessee shall provide Lessor with written lien waivers from all contractors providing goods and services to the Leased premises at least every thirty (30) days while such construction is ongoing.

18. Subject to paragraph 11 above, Lessee shall, on the expiration of the Term or the sooner termination of this Lease, surrender to Lessor the Leased Premises, including all buildings, replacements, changes, additions, and improvements constructed or placed by Lessee thereon (less and except the Petroleum Equipment and Lessee's personal property), broom-clean, free of subtenancies, and in good condition and repair, reasonable wear and tear and insured casualty excepted. Any such property belonging to Lessee or any sub-lessee, if not removed at such termination or within thirty (30) days thereafter, shall automatically become the property of Lessor without any payment or offset therefor. If said equipment is removed, Lessee shall restore the Leased Premises to a condition equal to or better than it was prior to such removal. Notwithstanding the foregoing, Lessee shall not be required to install any Petroleum Equipment that is removed but shall deliver the Lease Premises to Lessor in a condition that is safe and useable by Lessor, including, without limitation, filling any cavities or holes created by

the removal of the Petroleum Equipment so that the entire surface of the unimproved portion is at the same grade level.

19. Lessor (or its affiliate) has a contract to acquire the parcel of real property immediately to the south of the Leased Premises (Tax Parcel # 0808P-01-010.006) (the "Retained Parcel"). If the Retained Parcel is acquired by Lessor (or its affiliate), Lessee shall allow Lessor and Lessor's assigns, successors, invitees, other lessees, and licensees to use that portion of the Leased Premises shown on the crosshatched areas of Exhibit "A" (the "Easement Area") for vehicular and pedestrian traffic to travel from Dedcaux Road and Three Rivers Road to and from the Retained Parcel. The Easement Area on the eastern and northern boundary of the Lease Premises shall be at least twenty (20) feet wide as measured from the boundary of the Leased Premises, and the Easement Area on the south and west boundary of the Lease Premises shall be at least twenty- (20) feet wide as measured from the boundary of the Leased Premises. Lessor and Lessor's assigns, successors, invitees, other lessees, and licensees shall be allowed to make modifications to any fence or other obstructions that are necessary for the use of the Easement Area as described above. Lessee shall not place any improvement or other obstruction over the Easement Area that would inhibit the use of the Easement Area by Lessor and Lessor's assigns, successors, invitees, other lessees, and licensees for the purposes stated above.

20 This Lease shall be governed by, and construed and enforced in accordance with, Mississippi law.

21. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating a relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent nor any other provision contained herein, nor any acts of the parties hereto are other than the relationship of Lessor and Lessee.

22. The individuals signing this Lease warrant that they have the right and power to enter into this Lease on behalf of Lessor and Lessee, to grant the rights granted under this Lease, and to undertake the obligations undertaken in this Lease.

23. This Lease has been negotiated by the parties hereto and by the respective attorneys for each party. The parties represent and warrant to one another that each has, by counsel or otherwise, actively participated in the negotiation and preparation of this Lease for execution. In the event of a dispute concerning the interpretation of this Lease, each party waives the doctrine that an ambiguity should be interpreted against a party who drafted the document.

24. Sumerjit Singh, Manpreet Singh, and Didar Singh Khinda (each, a "Guarantor") are executing the Lease as guarantors, on their behalf, and on behalf of their heirs, successors, and assigns. Each Guarantor hereby absolutely and unconditionally guarantees the performance of any and all obligations of Lessee under this Lease. Such guarantee shall be joint and several and shall remain in full force and effect until the terms of the Lease are fully performed by Lessee, including, without limitation, all renewals, modifications, or extensions thereof, in whole or in part. The death of a Guarantor shall not terminate his or her obligations under this paragraph 24. Each Guarantor acknowledges that this paragraph 24 is necessary to induce Lessor to enter into this Lease, and each Guarantor will receive direct and material benefit from this Lease. Lessor shall be under no obligation, at any time, to first resort to, make demand on, file a claim against, or exhaust its remedies against Lessee before proceeding against the Guarantors, but agrees that any legal action against a Guarantor shall also include the remaining Guarantors and the Lessee.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in their respective names by their duly authorized officers, executing this instrument in duplicate originals, effective as of the day and year first above written.

[The remainder of this page left intentionally blank.]

WITNESS OUR SIGNATURE, this the 5 day of April, 2022.

LESSOR:

J & R PROPERTIES

BY: J. SALLOUM PROPERTIES, INC.

[Signature]
WITNESS

BY: Joseph N. Salloom 4/5/22
JOSEPH N SALLOUM, President

BY: R. SALLOUM INVESTMENTS, INC

[Signature]
WITNESS

BY: [Signature] 4/5/22
RICHARD P. SALLOUM, President

LESSEE:

PURE MARKET, LLC

[Signature]
WITNESS

BY: [Signature]
SUMERJIT SINGH

[Signature]
WITNESS

BY: Manpreet Singh
MANPREET SINGH

[Signature]
WITNESS

BY: Didar
DIDAR SINGH KHINDA

GURANTORS:

[Signature]
WITNESS

[Signature]
SUMERJIT SINGH

[Signature]
WITNESS

Manpreet Singh
MANPREET SINGH

[Signature]
WITNESS

Didar
DIDAR SINGH KHINDA

PLAT SHOWING SURVEY OF
#14185 DEBEAUX ROAD
PARCEL NO. 0808P-01-009.000
LOCATED IN SECTION 10,
TOWNSHIP 7 SOUTH, RANGE 11 WEST
CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI

PARCEL NO. 0808P-01-009.000
0.13 ACRES
44,107.50 FT.

DEBEAUX ROAD
445' Public Right-of-Way

THREE RIVERS ROAD
445' Public Right-of-Way

LEGEND
 SCALE 1" = 1000'
 1. 5/8" 1/4" 1/8" 1/16" 1/32" 1/64" 1/128" 1/256" 1/512" 1/1024" 1/2048" 1/4096" 1/8192" 1/16384" 1/32768" 1/65536" 1/131072" 1/262144" 1/524288" 1/1048576" 1/2097152" 1/4194304" 1/8388608" 1/16777216" 1/33554432" 1/67108864" 1/134217728" 1/268435456" 1/536870912" 1/1073741824" 1/2147483648" 1/4294967296" 1/8589934592" 1/17179869184" 1/34359738368" 1/68719476736" 1/137438953472" 1/274877906944" 1/549755813888" 1/1099511627776" 1/2199023255552" 1/4398046511104" 1/8796093022208" 1/17592186044416" 1/35184372088832" 1/70368744177664" 1/140737488355328" 1/281474976710656" 1/562949953421312" 1/1125899906842624" 1/2251799813685248" 1/4503599627370496" 1/9007199254740992" 1/18014398509481984" 1/36028797018963968" 1/72057594037927936" 1/144115188075855872" 1/288230376151711744" 1/576460752303423488" 1/1152921504606846976" 1/2305843009213693952" 1/4611686018427387904" 1/9223372036854775808" 1/18446744073709551616" 1/36893488147419103232" 1/73786976294838206464" 1/147573952589676412928" 1/295147905179352825856" 1/590295810358705651712" 1/1180591620717411303424" 1/2361183241434822606848" 1/4722366482869645213696" 1/9444732965739290427392" 1/18889465931478580854784" 1/37778931862957161709568" 1/75557863725914323419136" 1/151115727451828646838272" 1/302231454903657293676544" 1/604462909807314587353088" 1/1208925819614629174706176" 1/2417851639229258349412352" 1/4835703278458516698824704" 1/9671406556917033397649408" 1/19342813113834066795298816" 1/38685626227668133590597632" 1/77371252455336267181195264" 1/154742504910672534362390528" 1/309485009821345068724781056" 1/618970019642690137449562112" 1/1237940039285380274899124224" 1/2475880078570760549798248448" 1/4951760157141521099596496896" 1/9903520314283042199192993792" 1/1980704062856608439838598784" 1/3961408125713216879677197568" 1/7922816251426433759354395136" 1/15845632502852867518708790272" 1/31691265005705735037417580544" 1/63382530011411470074835161088" 1/126765060022822940149670322176" 1/253530120045645880299340644352" 1/507060240091291760598681288704" 1/1014120480182583521197362577408" 1/2028240960365167042394725154816" 1/4056481920730334084789450309632" 1/8112963841460668169578900619264" 1/16225927682921336391157801238528" 1/32451855365842672782315602477056" 1/64903710731685345564631204954112" 1/129807421463370691129262409908224" 1/259614842926741382258524819816448" 1/519229685853482764517049639632896" 1/1038459371707965529134099279265728" 1/2076918743415931058268198558531456" 1/4153837486831862116536397117062912" 1/8307674973663724233072794234125824" 1/16615349947327448466145884682510464" 1/33230699894654896932291769365020928" 1/66461399789309793864583538730041856" 1/132922799578619587729167077460083712" 1/265845599157239175458334154920167424" 1/531691198314478350916668309840334848" 1/1063382396628956701833336619686697792" 1/2126764793257913403666673239373395584" 1/4253529586515826807333346478746791168" 1/8507059173031653614666692957493582336" 1/17014118346063307229333385149871664672" 1/3402823669212661445866677029974332944" 1/6805647338425322891733354059948665888" 1/136112946768506457834667081199773317776" 1/272225893537012915669334162399546635552" 1/544451787074025831338668324799093271104" 1/1088903574148051662677336649588186542208" 1/2177807148296103325354673299176373084416" 1/4355614296592206650709346598352746168832" 1/8711228593184413301418693196705492337664" 1/1742245718636882660283738639341094475328" 1/3484491437273765320567477278682188895056" 1/6968982874547530641134954557364377790112" 1/13937965749095061282269909114287555580224" 1/27875931498190122564539818228575111160448" 1/55751862996380245129079636457150222320896" 1/111503725992760490258

Exhibit "B"

Office Use Only

Permit Number

2202ZDL010



Application for
Zoning Determination Letter
1410 24th Avenue
Gulfport, Mississippi 39501
(228) -868-5710

Applicant Information

Name of Applicant: Williams Law Firm, PA
Address: 2409 14th Street, Gulfport, Mississippi 39501
Phone: 228-326-9152
Email: bwilliams@wms-law.com

Applicant's connection with the subject site (Owner, Lessee, etc.).
Attorney for Owner

Date of Request: 2/28/2022

Property Information

Tax parcel number of subject site: 0808P-01-009.000
Address of subject site: 14165 Dedeaux Road, Gulfport, Mississippi
Legal description (optional): _____

Is the request for:

Please check one: ☒ Proposed Use ☐ Current Use

State the use: Automobile Filling Station with with Attached Convenience Store

(examples include: restaurant, car sales, multi-family, and rooming house)

Along with the above information, a payment of \$17.25 is required before a
Zoning Determination Letter is issued. Payments are made out to the City of
Gulfport.

JS

MS

JS

JS



CITY of GULFPORT

Zoning Determination Letter

1410 24TH Avenue Gulfport, Mississippi 39501

(228)-868-5710

APPLICANT INFORMATION

Name of Applicant: Williams Law Firm, PA

Address: 2409 14th Street Gulfport, MS 39501

Phone: (228) 326-9152

Fax:

Date of Request: 2/28/2022

Email: bwilliams@wrms-law.com

Property Information

Physical address / location of subject site ("Subject Site"): 14165 Dedeaux Road, Gulfport, MS

Ad valorem tax parcels #: 0808P-01-009.000

Lot, Block, Subdivision:

IF METES AND BOUNDS ATTACH A PHOTOCOPY OR DEED OR SURVEY WITH A LEGAL DESCRIPTION

Proposed use of subject site: Automobile Filling Station with Attached Convenience Store

Current use of subject site: Hancock Whitney Bank

Zoning district B-2 (General Business)

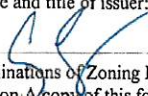
Is proposed use of subject site allowed?: Yes

Is current use of subject site allowed?: Yes

If applicable, state where non-conforming use differs from provisions of the City's zoning ordinance:

Additional Information: As per our Chart of Permitted Uses, a Automobile Filling Station with Attached Convenience Store is permitted in a B-2 Zone.

Printed name and title of issuer: Cory Long, Planner III

Signature: 

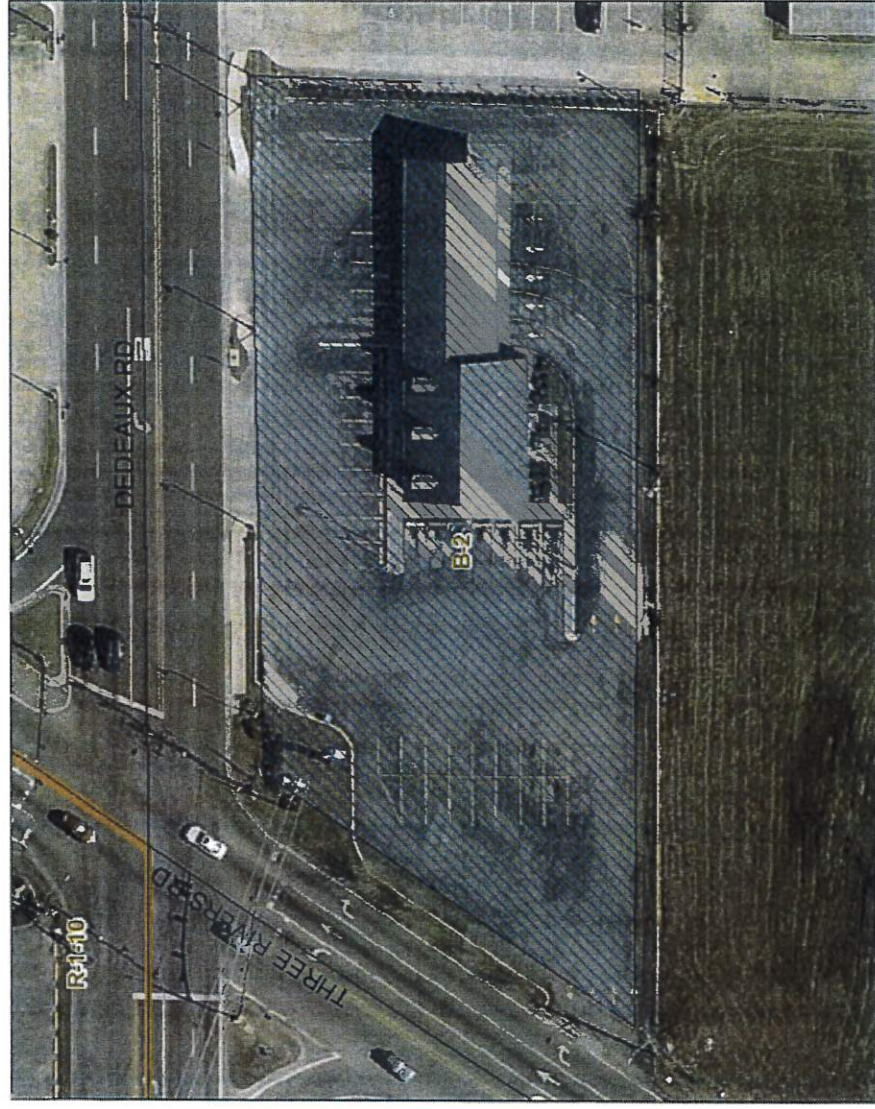
Date of Issue: 3/2/2022

ID: 525

Determinations of Zoning Districts provided over the phone are unofficial when not accompanied by this Certification. A copy of this form will be maintained on file in the Planning Division office for future reference.

Zoning Determination Letter

Printed 3/2/2022



0 3 6 12 18
Yards
1 inch equals 50 feet



Site Information
0808P-01-009.000
Zoning: B-2
(General Business)
Flood: X
Size: 43,380 sq ft
Use: Proposed

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



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
PURE MARKET HWY 49 LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1391803
Status:	Good Standing
Effective Date:	05/10/2023
State of Incorporation:	Mississippi
Principal Office Address:	NO PRINCIPAL OFFICE ADDRESS FOUND

Registered Agent

Name
SUMERJIT SINGH 224 KINGSBRIDGE RD MADISON, MS 39110

Officers & Directors

Name	Title
SUMERJIT SINGH 224 KINGSBRIDGE RD MADISON, MS 39110-	Manager



Designation of Agent

I, Sumerjit Singh, being property owner of 14165 Dedeaux Rd Gulfport MS
PRINT NAME PRIMARY ADDRESS OR PARCEL
 which is the subject of this application hereby authorize Taylor Higginson 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.

5-12-2023

Signature

Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

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

Notary Public



May 8, 2024

Commission Expiration

Owner's Authorization Letter

I, Sumerjit Singh, being owner of Pure Market, LLC authorize
Sumerjit Singh to act as representative for Pure Market, LLC with the authority to
sign for and make any and all approvals for Pure Market, LLC regarding any business matters.

Sumerjit Singh Member

Print name and title

[Signature]
Signature

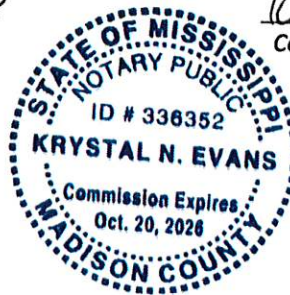
5-23-2023
Date

State of Mississippi | County of Madison

Given under my hand and seal of office this 23 day of May, 2023

Krystal Evans
Notary Public

Oct 20, 2026
Commission Expiration

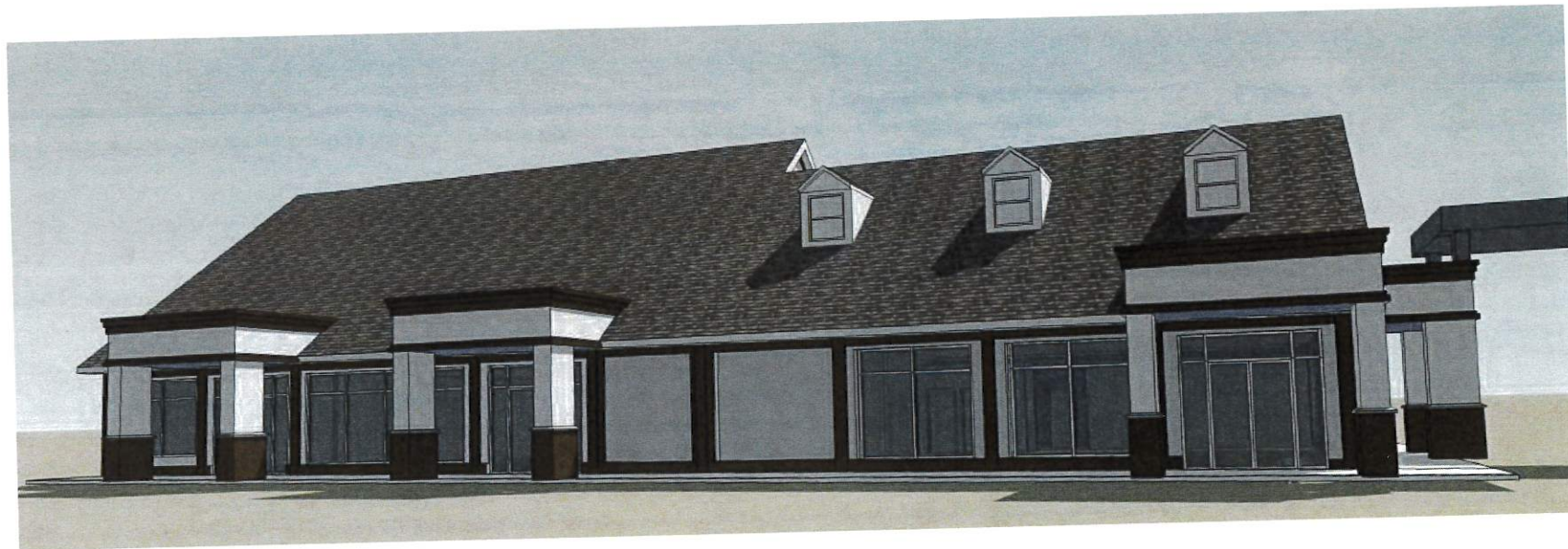


Application for Planning Commission Approval
14165 Deadeaux Road, Gulfport MS – Convenience Store

- The Ingress and egress to property will stay the same as with previous property – traffic will be able to flow in and out and around the building. Concrete sidewalk from corner of Deadeaux Road and Two Rivers Road to sidewalk of building will allow pedestrians to easily access the stores (located on plans). Being at the corner and with a traffic light, traffic will be allowed to flow, and easy access in case of fire or catastrophe. Open space will be used for traffic to flow throughout the property.
- A dumpster enclosed in a block enclosure built with the same look as the building will be located on the back corner of the property (see on plans).
- The new infrastructure will be compatible with adjacent properties and an asset to the growth of the area.
- Business will be using city water and city sewer.
- Is within area of Fire, Police and other public facilities. Building will be armed with Fire Alarm and sprinkler system.
- Plans have been evaluated and allowing for traffic space not causing undue traffic congestion or creating a traffic hazard, and as being in harmony with the orderly and appropriate development of the district in which proposed business is located.

RENOVATION/NEW ADDITIONS FOR
PURE MARKET C-STORE
14165 DEADEAUX ROAD
GULFPORT, MISSISSIPPI

FOR PERMIT 05-01-23



BUILDER

OWNER
PURE MARKET, LLC

ARCHITECT
KLF DESIGNS, PLLC



GENERAL DEMOLITION NOTES:

1. ALL INFORMATION IS BASED ON OWNER SUPPLIED DOCUMENTS AND FIELD OBSERVATIONS AND MAY NOT REFLECT COMPLETELY ACTUAL FIELD CONDITIONS. UPON DISCOVERY OF ANY INCONSISTENCIES BETWEEN THE DRAWINGS DESCRIBING THE EXISTING CONDITIONS OR UNKNOWN CONDITIONS THAT ARE DETRIMENTAL TO THE COMPLETION OF THE WORK AS DESCRIBED IN THE CONSTRUCTION DOCUMENTS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT IN WRITING OF THE CONDITION IN QUESTION BEFORE PROCEEDING WITH THE WORK IN THAT AREA.
2. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY IN WRITING IF ANY WORK DESCRIBED IN THE CONSTRUCTION DOCUMENTS CANNOT BE PERFORMED DUE TO EXISTING FIELD CONDITIONS.
3. SALVAGE IS DEFINED AS CAREFULLY REMOVING AND RETAINING ITEMS FOR RE-USE OR TO BE RETURNED TO THE OWNER.
4. THE EXISTING FACILITIES SHALL BE SURVEYED BY THE OWNER AND CONTRACTOR PRIOR TO DEMOLITION. MATERIALS AND FIXTURES TO BE SALVAGED AND STORED FOR RE-USE AND/OR RETURNED TO THE OWNER, SHALL BE TAGGED BY THE CONTRACTOR AS DIRECTED BY THE OWNER AND SHALL BE PROTECTED.
5. ALL MAJOR MECHANICAL, PLUMBING AND ELECTRICAL ITEMS SHALL BE REMOVED BY THE RESPECTIVE TRADES. ALL ITEMS TO BE REMOVED ARE NOT NECESSARILY SHOWN ON THESE DOCUMENTS.
6. REFER TO MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS FOR DEMOLITION OF UTILITIES.
7. SPECIAL CARE SHALL BE TAKEN AT THE INTERFACE BETWEEN DEMOLITION AND EXISTING CONSTRUCTION TO REMAIN TO AVOID DAMAGE TO ANY SYSTEM TO REMAIN AND/OR BE RE-INSTALLED.
8. THE CONTRACTOR IS RESPONSIBLE FOR THE EXISTING SUBSTRATE CORRECTION IN ALL AREAS WHERE MECHANICAL, PLUMBING AND ELECTRICAL EQUIPMENT AND SERVICES ARE REMOVED AND/OR CAPPED.
9. IF ANY EXISTING FIREPROOFING OR OTHER RATED ASSEMBLIES WHICH ARE INDICATED TO REMAIN ARE DAMAGED DURING DEMOLITION, THE CONTRACTOR SHALL REPAIR DAMAGE TO THE LEVEL OF THE ORIGINAL FIRE PROTECTION REQUIREMENTS.
10. THE CONTRACTOR SHALL NOTIFY, COORDINATE, SCHEDULE AND RECEIVE PRIOR PERMISSION FROM THE OWNER IF ANY SHUTDOWN OF SERVICES IS NECESSARY TO COMPLETE THE WORK. THE NOTIFICATION SHALL INCLUDE THE TYPE OF SERVICE TO BE SHUT-DOWN, AREAS AFFECTED, REQUESTED SHUT-DOWN DATES AND LENGTH OF TIME SERVICE WILL BE DOWN.
11. THE CONTRACTOR IS RESPONSIBLE FOR ALL SHORING AND BRACING NECESSARY TO MAINTAIN STRUCTURAL INTEGRITY.
12. THE CONTRACTOR SHALL NOT CUT STRUCTURAL WORK IN A MANNER RESULTING IN A REDUCTION OF THE LOAD CARRYING CAPACITY OR LOAD / DEFLECTION RATIO. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ALL STRUCTURAL CUTS PRIOR TO EXECUTION, SO THAT APPROVAL CAN BE OBTAINED FROM THE STRUCTURAL ENGINEER.
13. PROVIDE TEMPORARY PROTECTION AS NECESSARY TO SEAL THE BUILDING FROM THE ELEMENTS AND MAINTAIN BUILDING SECURITY WHERE DEMOLITION IS INDICATED.
14. THE EXISTING BUILDING ENVELOPE IS TO REMAIN WATER-TIGHT AT ALL TIMES. THE CONTRACTOR SHALL REPLACE OR REPAIR ANY EXISTING FINISHES TO REMAIN WHICH ARE DAMAGED DURING DEMOLITION AND CONSTRUCTION. THIS INCLUDES CEILING FINISHES AND SUPPORTS, WALL COVERINGS AND FINISHES, FLOOR COVERINGS, ETC.
15. THE CONTRACTOR SHALL MAINTAIN EMERGENCY EGRESS FOR ALL OCCUPIED AREAS OF THE BUILDING THROUGHOUT CONSTRUCTION.
16. PREPARE ALL AREAS OF DEMOLITION TO RECEIVE NEW FINISHES, I.E. SCRAPE CLEAN, PATCH, REPAIR SAND SMOOTH ALL EXISTING SURFACES.

1 PLAN TITLE
 $1/8" = 1'-0"$

L  SECTION MARK

 DETAIL MARK

 DETAIL BOUNDARY

 EXTERIOR ELEVATION MARK

SHEET INDEX	
SHEET NO.	SHEET NAME
GENERAL	
G-001	COVER SHEET
G-002	SHEET LIST, GENERAL NOTES, ABBREVIATIONS, & SYMBOLS
STRUCTURAL	
S101	FOUNDATION PLAN
S102	FOUNDATION DETAILS
ARCHITECTURAL	
A-001.1	SITE DEMOLITION PLAN
A-001.2	ARCHITECTURAL SITE PLAN
A-101.1	FLOOR PLAN
A-102.1	REFLECTED CEILING PLAN
A-103	ROOF PLAN
A-121	TYPICAL ACCESSORY MOUNTING HEIGHTS
A-122	ACCESSIBILITY DETAILS AND NOTES
A-201	EXTERIOR ELEVATIONS
A-301	BUILDING SECTIONS & WALL SECTIONS
A-310	WALL SECTIONS
A-502	RATED PARTITION DETAILS
A-600	DOOR, WINDOW, & FINISH SCHEDULES
A-601	DOOR AND WINDOW DETAILS
PLUMBING	
P1.1	BELOW SLAB PLUMBING PLAN
P1.2	ABOVE SLAB PLUMBING PLAN
P1.3	PLUMBING SCHEDULES AND DETAILS
MECHANICAL	
M-101	MECHANICAL PLAN
M-2.1	MECHANICAL DETAILS
ELECTRICAL	
E100	ELECTRICAL LEGEND SHEET
E101	POWER PLAN
E102	LIGHTING PLAN
E103	ELECTRICAL DETAILS
ES-1	SITE LIGHTING PLAN

SITE

LOCATION MAP

NOTES

DEMOLITION NOTE INDICATOR

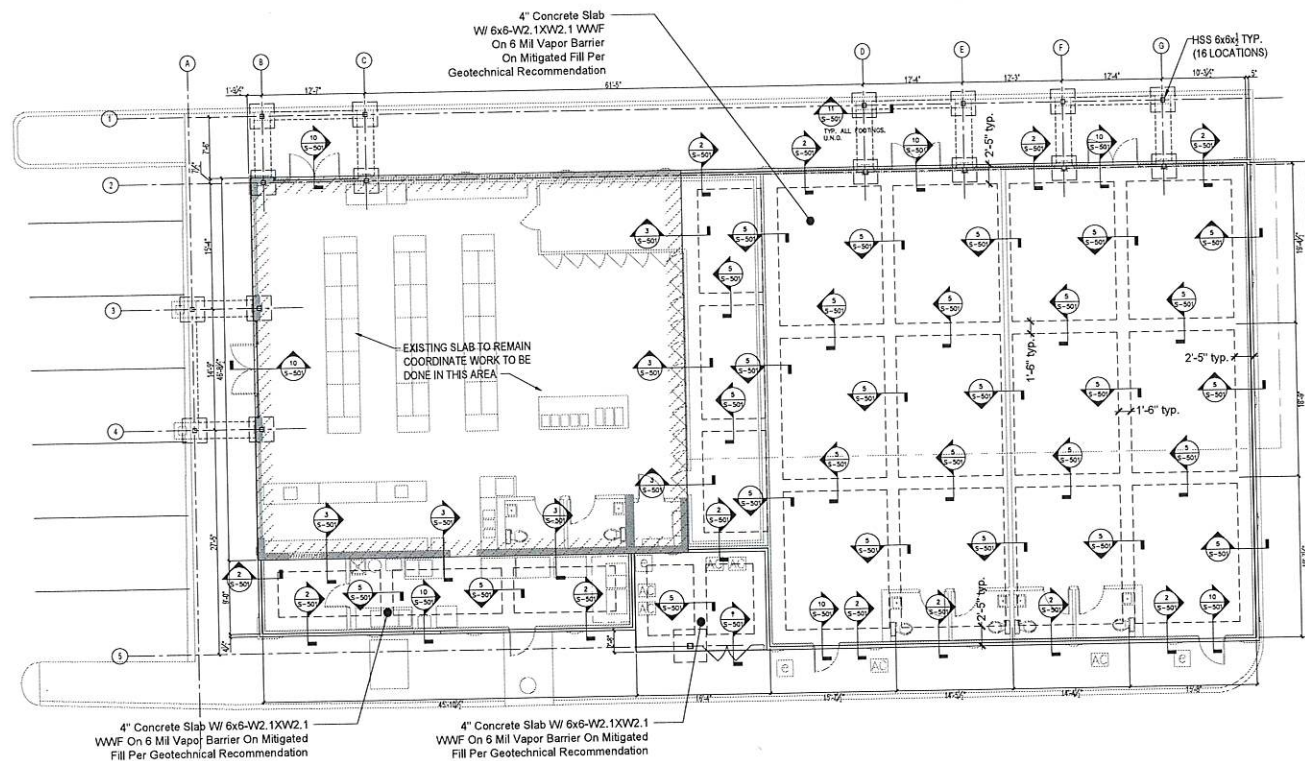
REVISION TAG

BREAK LINE

8'

GRAPHIC SCALE

COPYRIGHT 2023, KLF DESIGNS PLLC. UNPERMITTED USE OF INFORMATION INCLUDED IN THESE DRAWINGS BY ANYONE EXCEPT THE OWNER OR APPROVED REPRESENTATIVES FOR ANY PURPOSE IS HEREBY PROHIBITED. ANY VIOLATION OF THIS NOTICE SHALL BE DEEMED PUNISHABLE BY APPLICABLE LAW.



1 FOUNDATION PLAN
SCALE: 1/8" = 1'-0"



KLF DESIGNS, PLLC

Architecture
Planning
Project Management

P.O. Box 24628
Jackson, MS 39225
601.351.5401
kldesignsarch@gmail.com

FOR PERMIT

RENOVATIONS TO 14165 DEDEAUX ROAD
PURE MARKET C-STORE AND TENANT SPACES
GULFPORT, MISSISSIPPI
OWNER
PURE MARKET, LLC

DATE

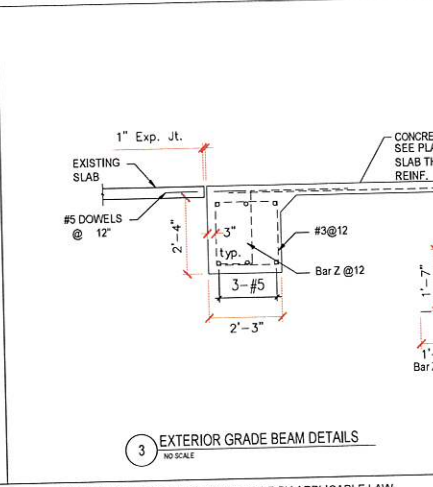
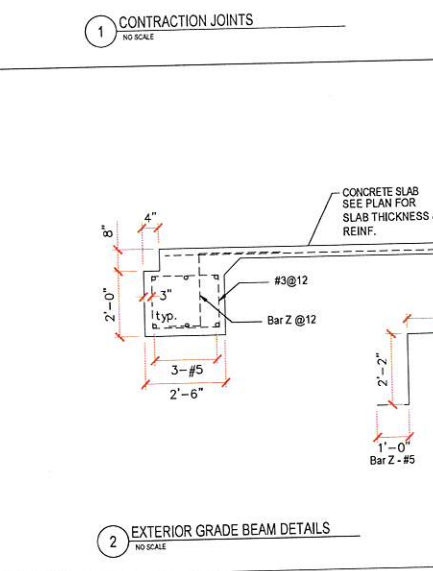
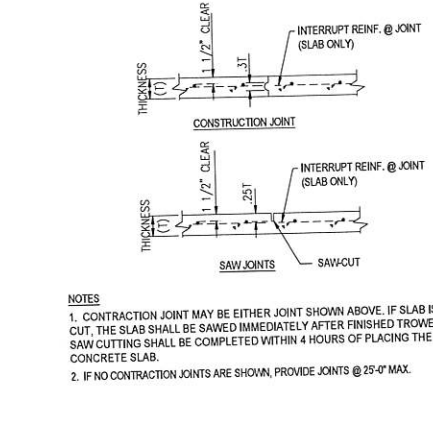
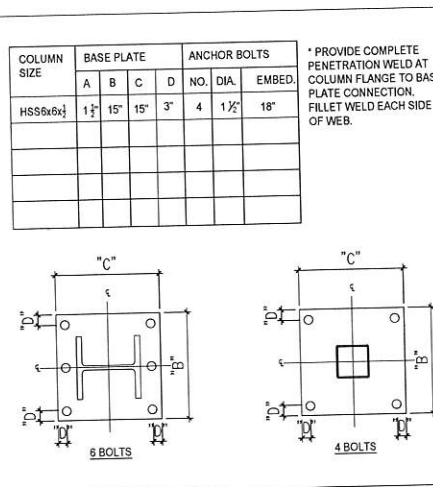
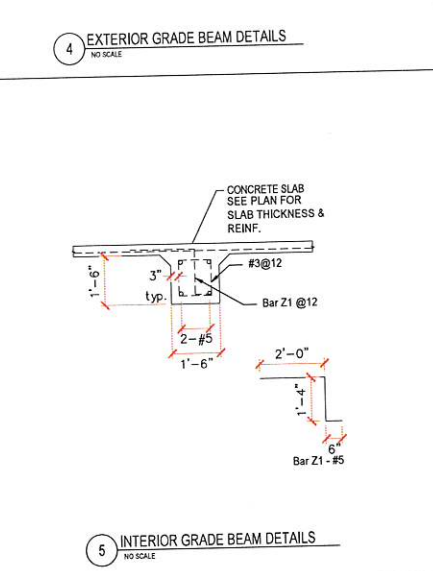
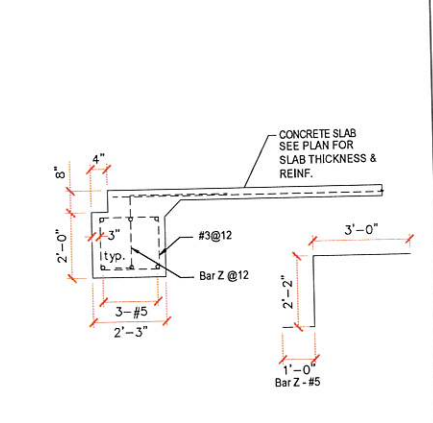
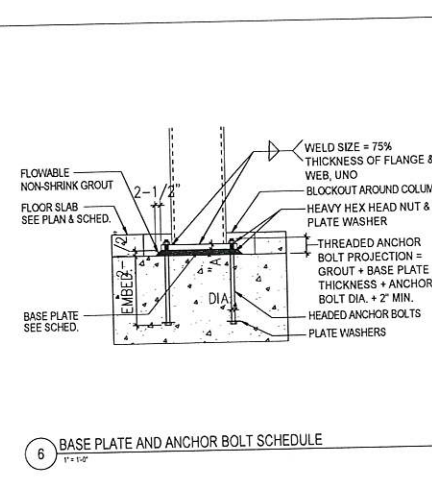
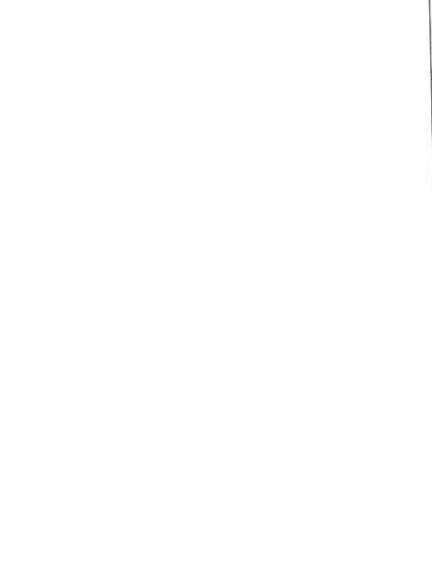
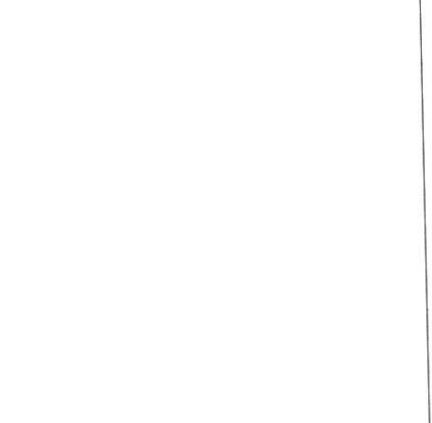
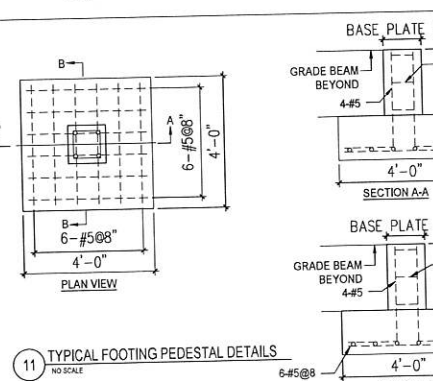
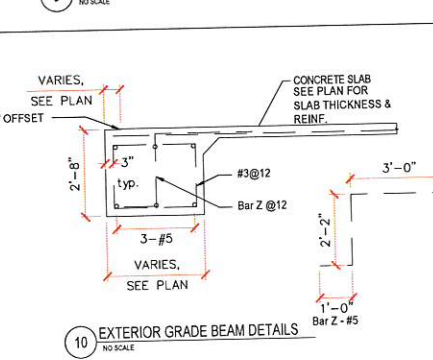
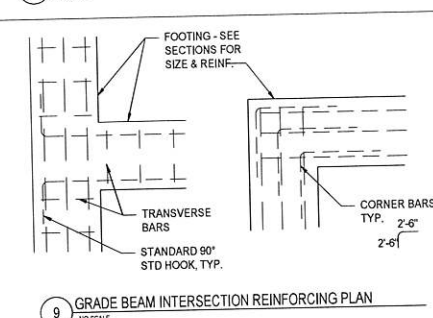
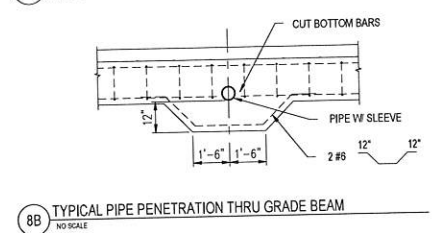
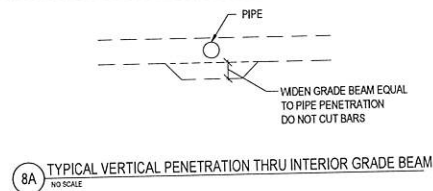
REVISION HISTORY
DESCRIPTION

SYMBOL

DESIGN KLF	SUBMIT
DRAWN KLF/KM	SCALE AS SHOWN
CHECK KLF	DATE 07/20/22

FOUNDATION PLAN

S-101



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RENOVATIONS TO 14165 DEBAUX ROAD
PURE MARKET C-STORE AND TENANT SPACES
GULFPORT, MISSISSIPPI
OWNER
PURE MARKET, LLC

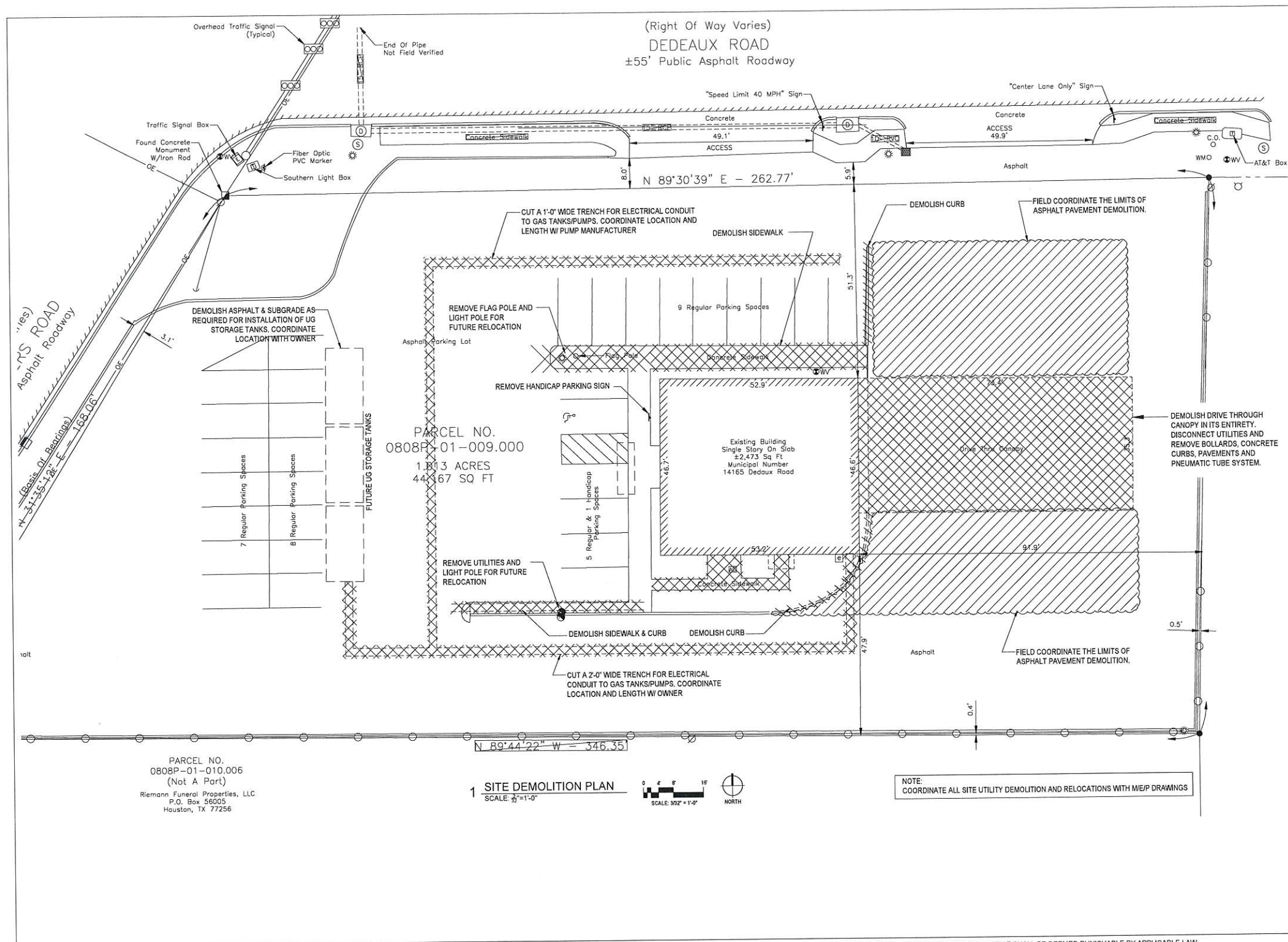
DATE

REVISION HISTORY
DESCRIPTION

SYMBOL
DESIGN KLF SUBMIT
DRAWN KLF/KRM SCALE AS SHOWN
CHECK KLF DATE 07/20/22

FOUNDATION DETAILS

S-102



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RENOVATIONS TO 14165 DEDEAUX ROAD
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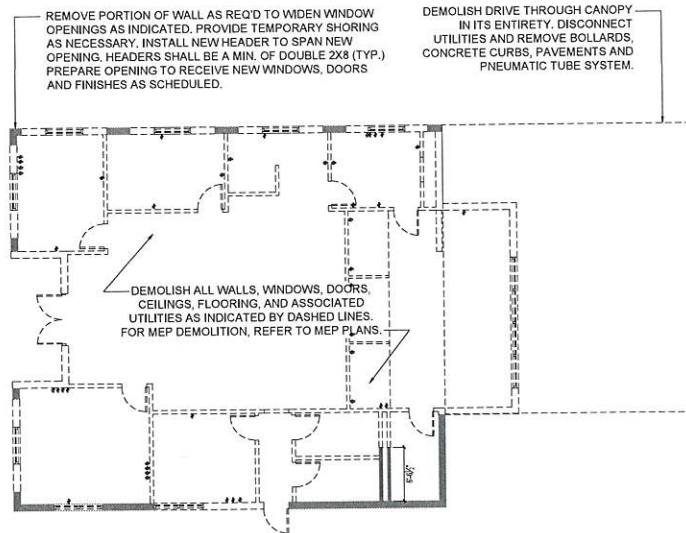
OWNER
PURE MARKET, LLC

REVISION HISTORY	DATE
DESCRIPTION	
SYMBOL	

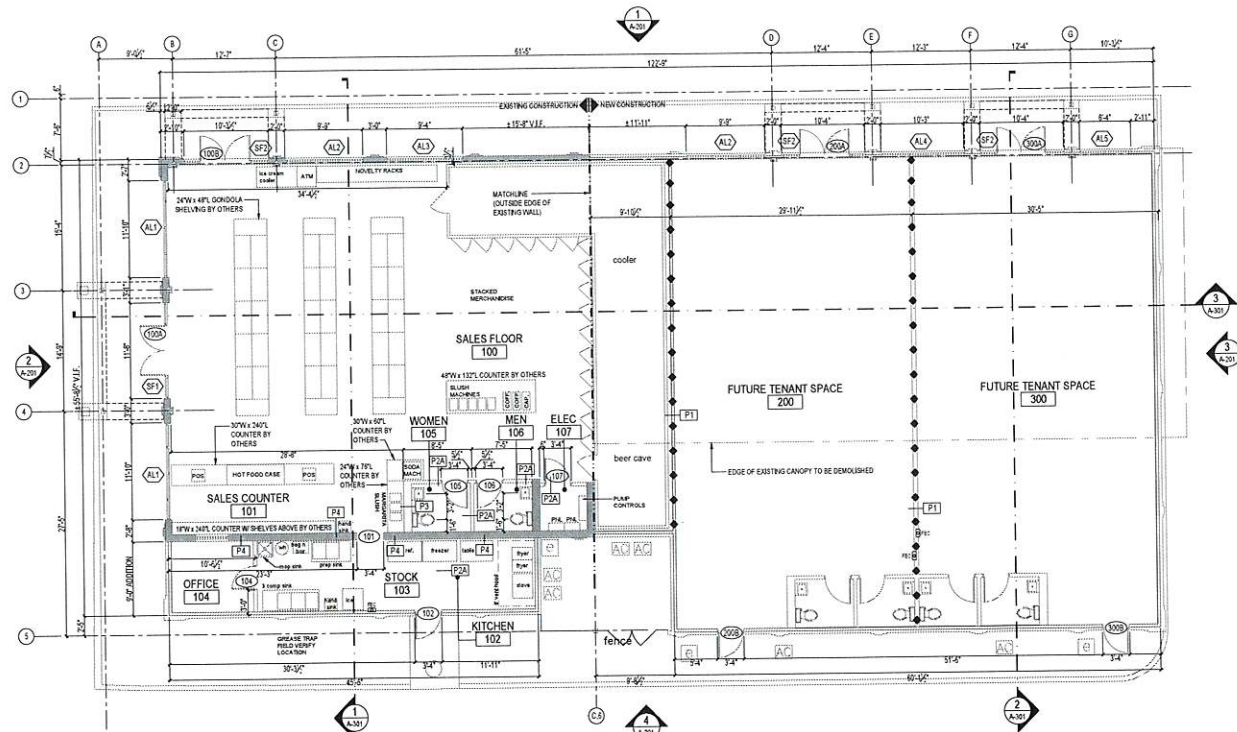
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DRAWN/KLF/JRM	SCALE AS SHOWN
CHECK/KLF	DATE 11/01/23

SITE DEMOLITION
PLAN

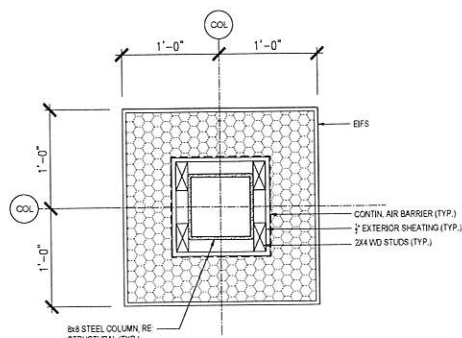
D-100



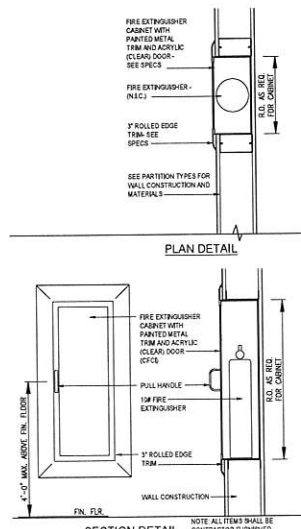
1 DEMOLITION PLAN
SCALE: 1/8" = 1'-0"



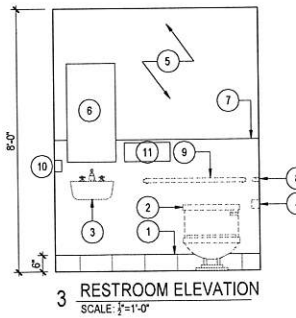
2 FLOOR PLAN
SCALE: 1/8" = 1'-0"



6 TYP. COLUMN WRAP DETAIL AT FRONT PORCH
SCALE: 1/2" = 1'-0"



5 FIRE EXTINGUISHER DETAILS
SCALE: 1/2" = 1'-0"

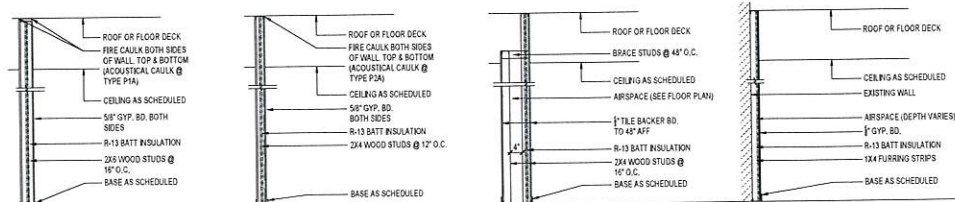


3 RESTROOM ELEVATION
SCALE: 1/2" = 1'-0"

FIXTURES & ACCESSORIES LEGEND

- 1 CERAMIC TILE WALL BASE
- 2 WATER CLOSET
- 3 LAVATORY
- 4 TOILET PAPER HOLDER
- 5 GYPSUM BOARD (FINISH AS SCHEDULED)
- 6 18x36 WALL MIRROR
- 7 CERAMIC WALL TILE AS SELECTED BY OWNER
- 8 42" GRAB BAR
- 9 36" GRAB BAR
- 10 SOAP DISPENSER
- 11 PAPER TOWEL DISPENSER
- 12 URINAL
- 13 PRIVACY SCREEN

AREA TABULATIONS		
ROOM NUMBER	DESCRIPTION	AREA (SF)
100	SALES FLOOR	1,805
101	SALES COUNTER	245
102	KITCHEN	200
103	STOCK ROOM	88
104	OFFICE	97
105	WOMEN	43
106	MEN	43
107	ELECTRICAL	31
	WALK-IN COOLER/ BEER CAVE	560
200	FUTURE TENANT SPACE	1,690
300	FUTURE TENANT SPACE	1,690
	TOTAL NET SF (1ST FLOOR ONLY)	6,492
	TOTAL GROSS SF (ENTIRE BUILDING)	7,235



4 WALL TYPES
SCALE: 1/2" = 1'-0"



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GULFPORT, MISSISSIPPI

OWNER
PURE MARKET, LLC

DATE

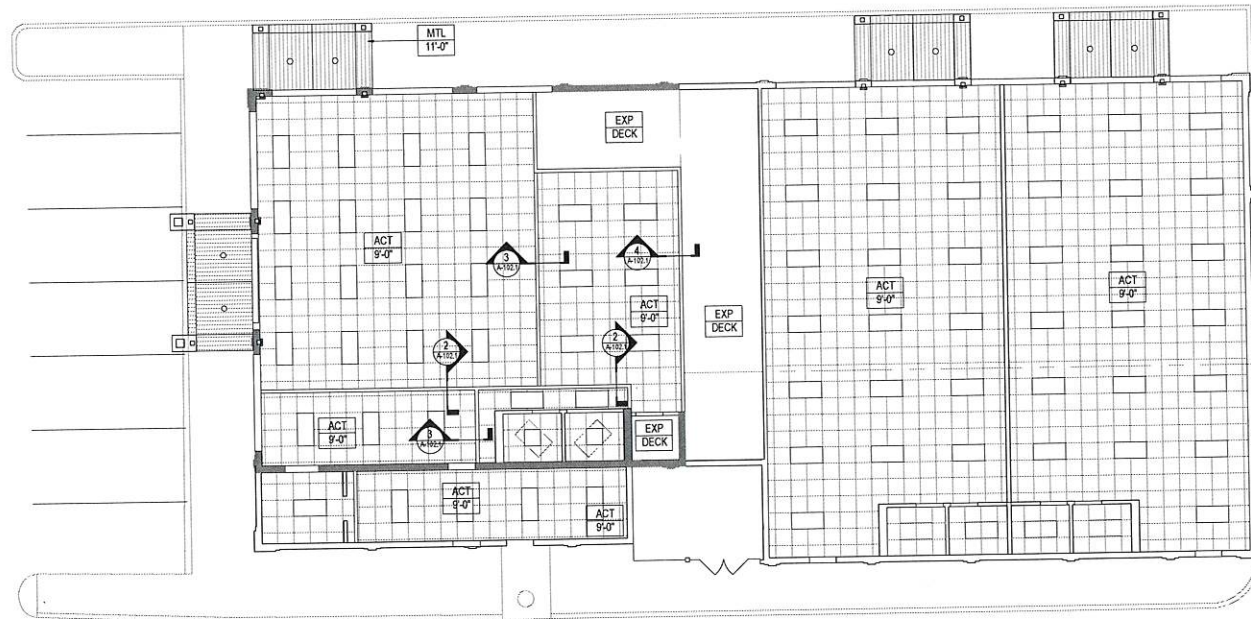
REVISION HISTORY

SYMBOL

DESIGN KLF SUBMIT
DRAWN KLF/KM SCALE AS SHOWN
CHECK KLF DATE 07/27/22

FIRST FLOOR PLAN

A-101.1

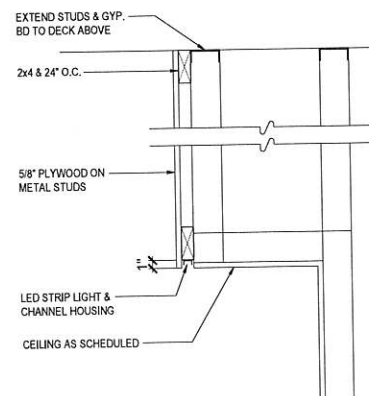


1 FIRST FLOOR REFLECTED
CEILING PLAN
SCALE: $\frac{1}{8}"=1'-0"$

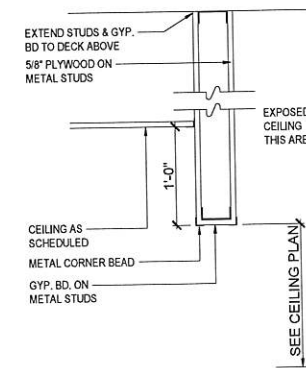


- LEGEND
- ACOUSTIC CEILING TILE (ACT)
 - GYPSUM BOARD CEILING (GYP)
 - METAL SOFFIT (MTL)
 - SUPPLY AIR DIFFUSER
SEE MECHANICAL DRAWINGS
 - LIGHT FIXTURE
SEE ELECTRICAL DRAWINGS
 - EXIT SIGN
SEE ELECTRICAL DRAWINGS

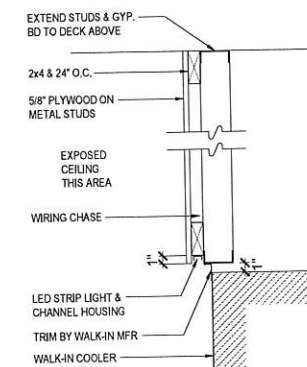
- NOTES
1. REFER TO ELECTRICAL DRAWINGS FOR DETAILED FIXTURE LAYOUT. FIXTURES SHALL BE CENTERED IN TILES TO THE GREATEST EXTENT POSSIBLE.
 2. REFER TO MECHANICAL DRAWINGS FOR DETAILED FIXTURE LAYOUT.



2 FURR DOWN DETAIL
SCALE: $\frac{1}{2}"=1'-0"$



3 FURR DOWN DETAIL
SCALE: $\frac{1}{2}"=1'-0"$



4 FURR DOWN DETAIL
SCALE: $\frac{1}{2}"=1'-0"$



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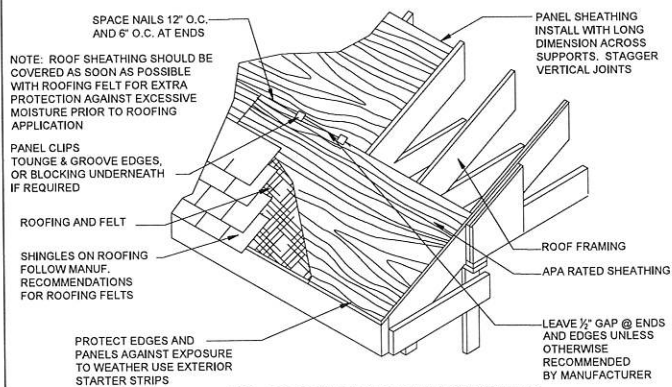
REVISION HISTORY	DATE
DESCRIPTION	
SYMBOL	
DESIGN KLF	SUBMIT
DRAWN KLF/KM	SCALE AS SHOWN
CHECK KLF	DATE 07/22/23

FIRST FLOOR REFLECTED
CEILING PLAN

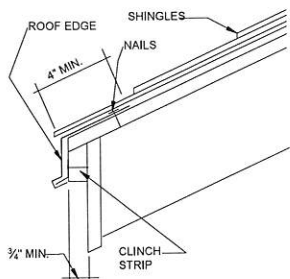
A-102.1

GENERAL NOTES:

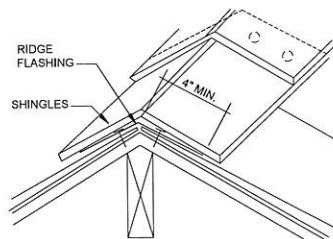
1. CONTRACTOR SHALL PROVIDE ALL NECESSARY MATERIALS, ACCESSORIES, BOLTS AND FASTENERS, ETC. ACCORDING TO PRODUCT MANUFACTURER RECOMMENDATIONS. INCLUSION OF ANY DETAILS OR OMISSION OF DETAILS ON THE DRAWINGS DOES NOT RELIEVE THE CONTRACTOR FROM ENSURING THAT THE WORK IS PERFORMED IN A FIRST-CLASS LIKE MANNER.



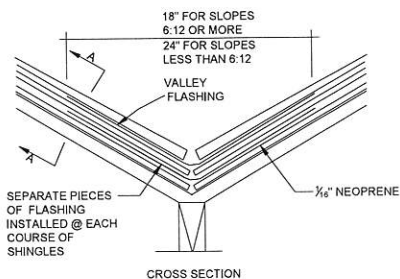
3 STRUCTURAL USE PANEL SHEATHING
NOT TO SCALE



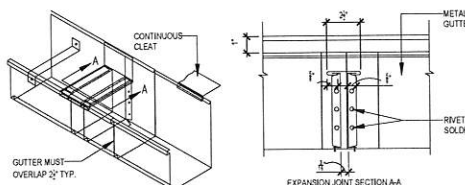
4 ROOF EDGE FLASHING
NOT TO SCALE



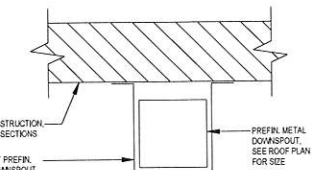
5 CONCEALED RIDGE FLASHING
NOT TO SCALE



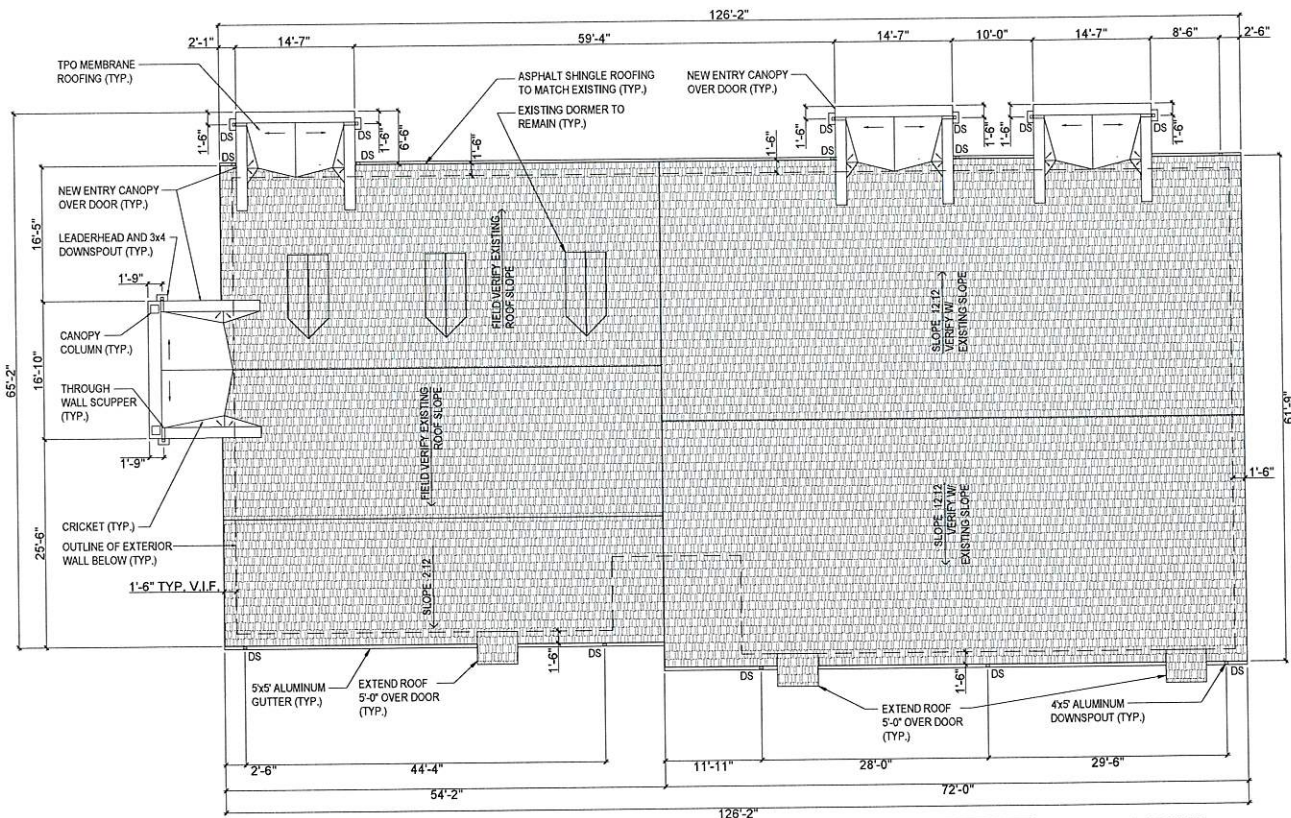
6 CONCEALED VALLEY FLASHING
NOT TO SCALE



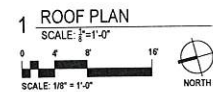
7 TYPICAL GUTTER DETAIL
NOT TO SCALE



8 TYPICAL DOWNSPOUT DETAIL
NOT TO SCALE



NOTE: GO TO FIELD VERIFY ALL EXISTING DIMENSIONS.



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RENOVATIONS TO 14165 DEDEAUX ROAD
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GULFPORT, MISSISSIPPI

OWNER
PURE MARKET, LLC

DATE

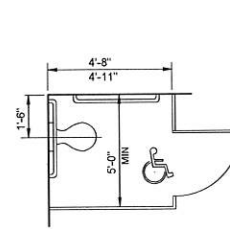
REVISION HISTORY
DESCRIPTION

SYMBOL

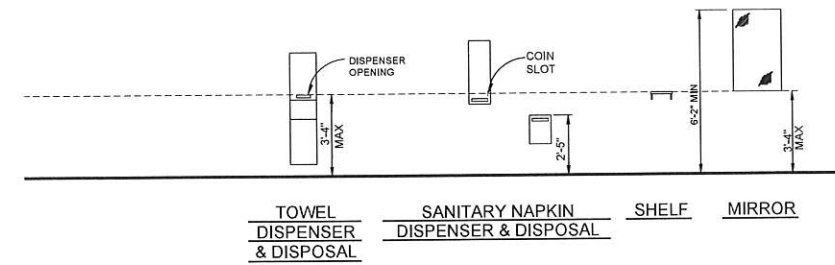
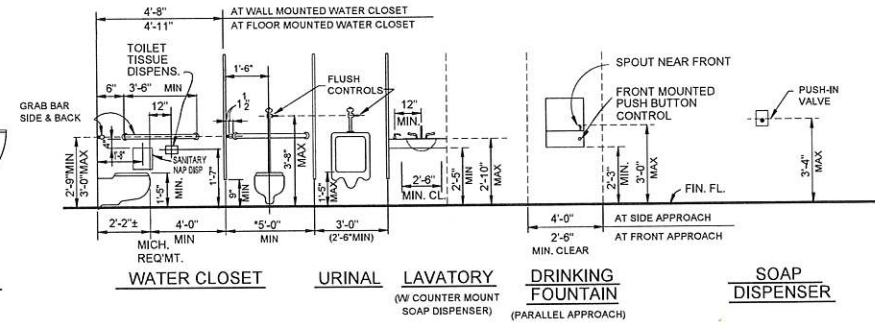
DESIGN KLF SUBMIT
DRAWN KLF/KM SCALE AS SHOWN
CHECK KLF DATE 07/2022

ROOF PLAN

A-103



PLAN WATER CLOSET



A.D.A. MOUNTING HEIGHTS FOR FIXTURES & ACCESSORIES
NOT TO SCALE



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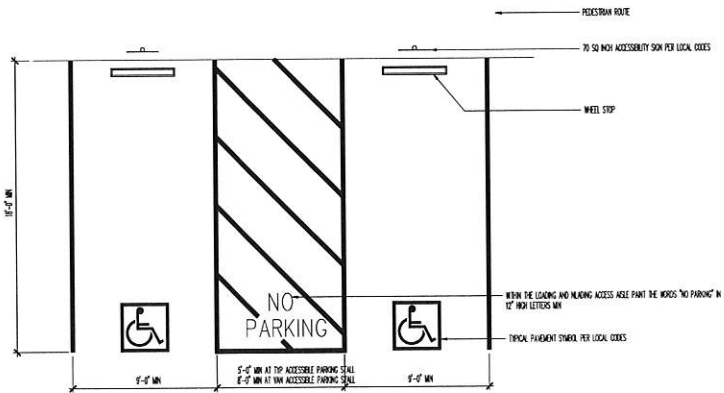
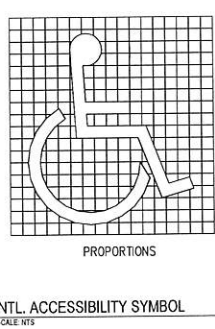
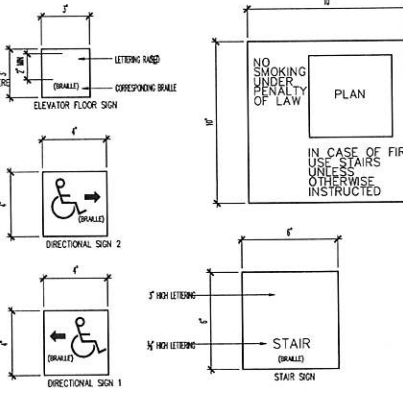
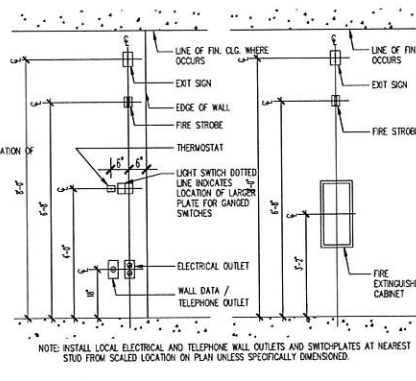
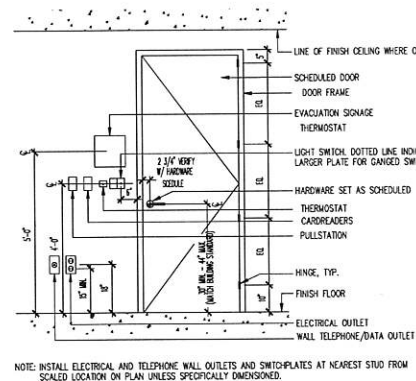
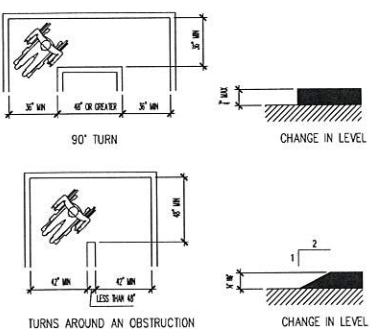
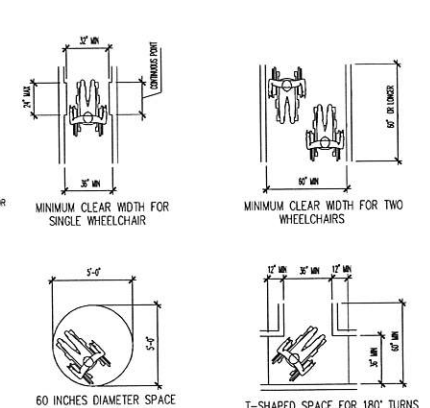
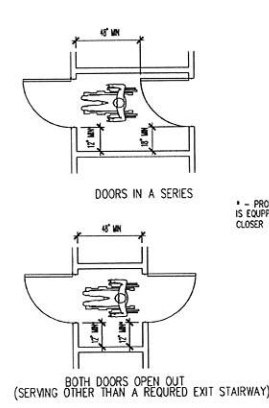
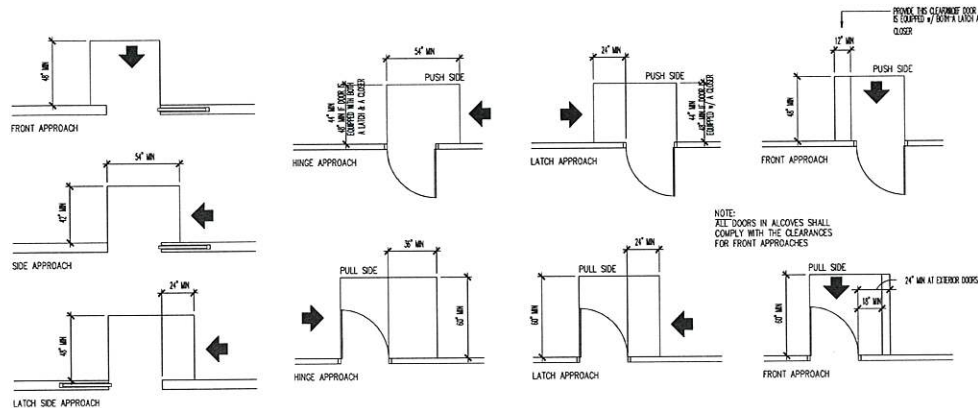


RENOVATIONS TO 14165 DEDEAUX ROAD
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SYMBOL	REVISION HISTORY DESCRIPTION	DATE

DESIGN: KLF	SUBMIT: -
DRAWN: KLF/KH	SCALE: AS SHOWN
CHECK: KLF	DATE: 05/01/23

TYPICAL ACCESSORY
MOUNTING HEIGHTS
A-121



11 NOT USED
SCALE: NTS

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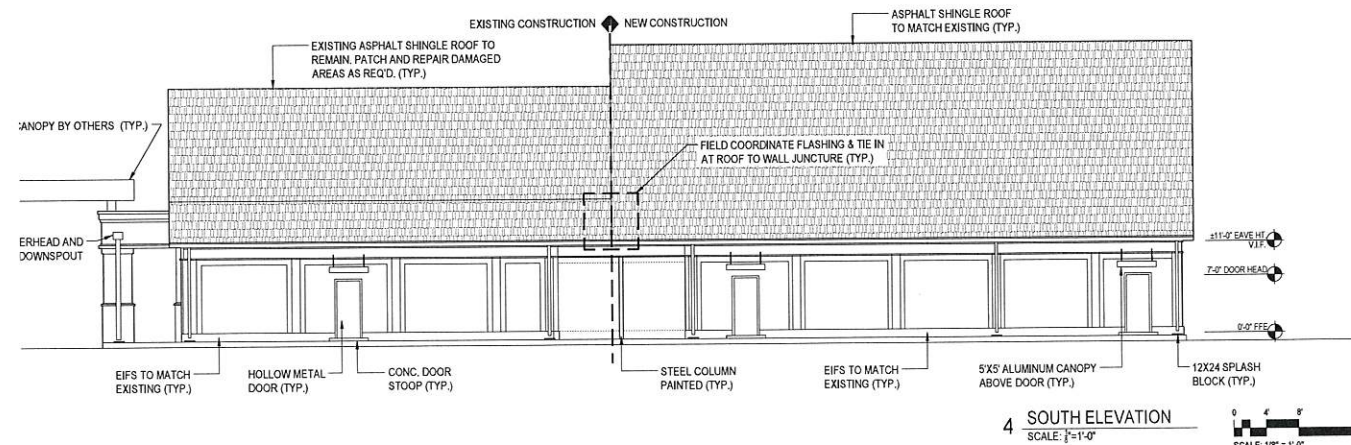
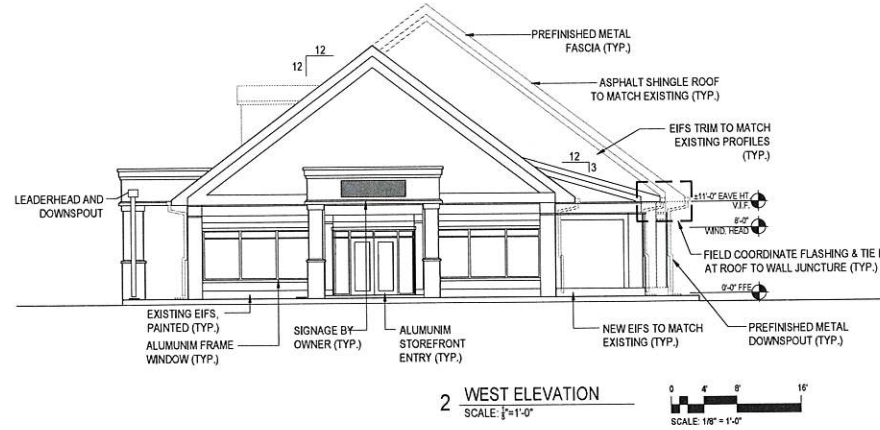
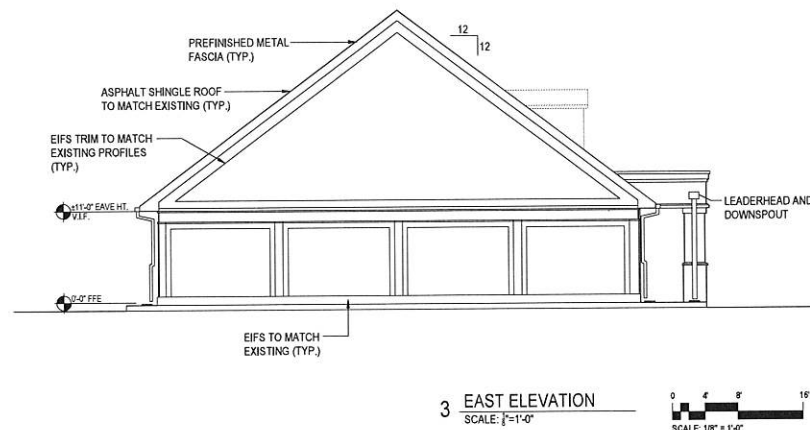
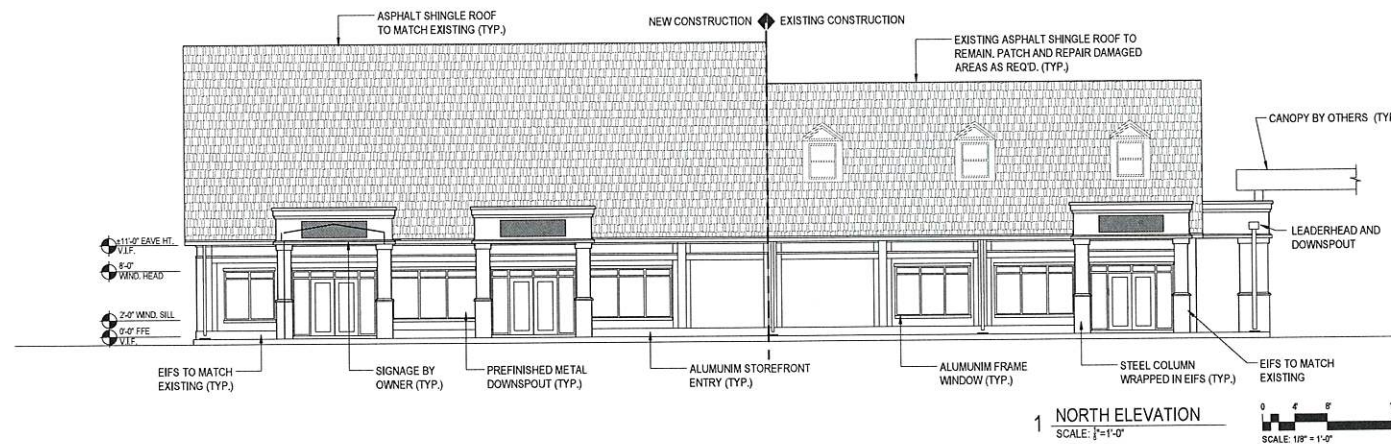
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RENOVATIONS TO 14165 DEDEAUX ROAD
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REVISION HISTORY	DATE
DESCRIPTION	
SYMBOL	
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DRAWING: KLF/KM	SCALE: AS SHOWN
CHECK: KLF	DATE: 05/01/23

ACCESSIBILITY DETAILS & NOTES
A-122



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DATE

REVISION HISTORY
DESCRIPTION

SYMBOL

DESIGN KLF SUBMIT
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EXTERIOR
ELEVATIONS

A-201



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PURE MARKET, LLC

DATE

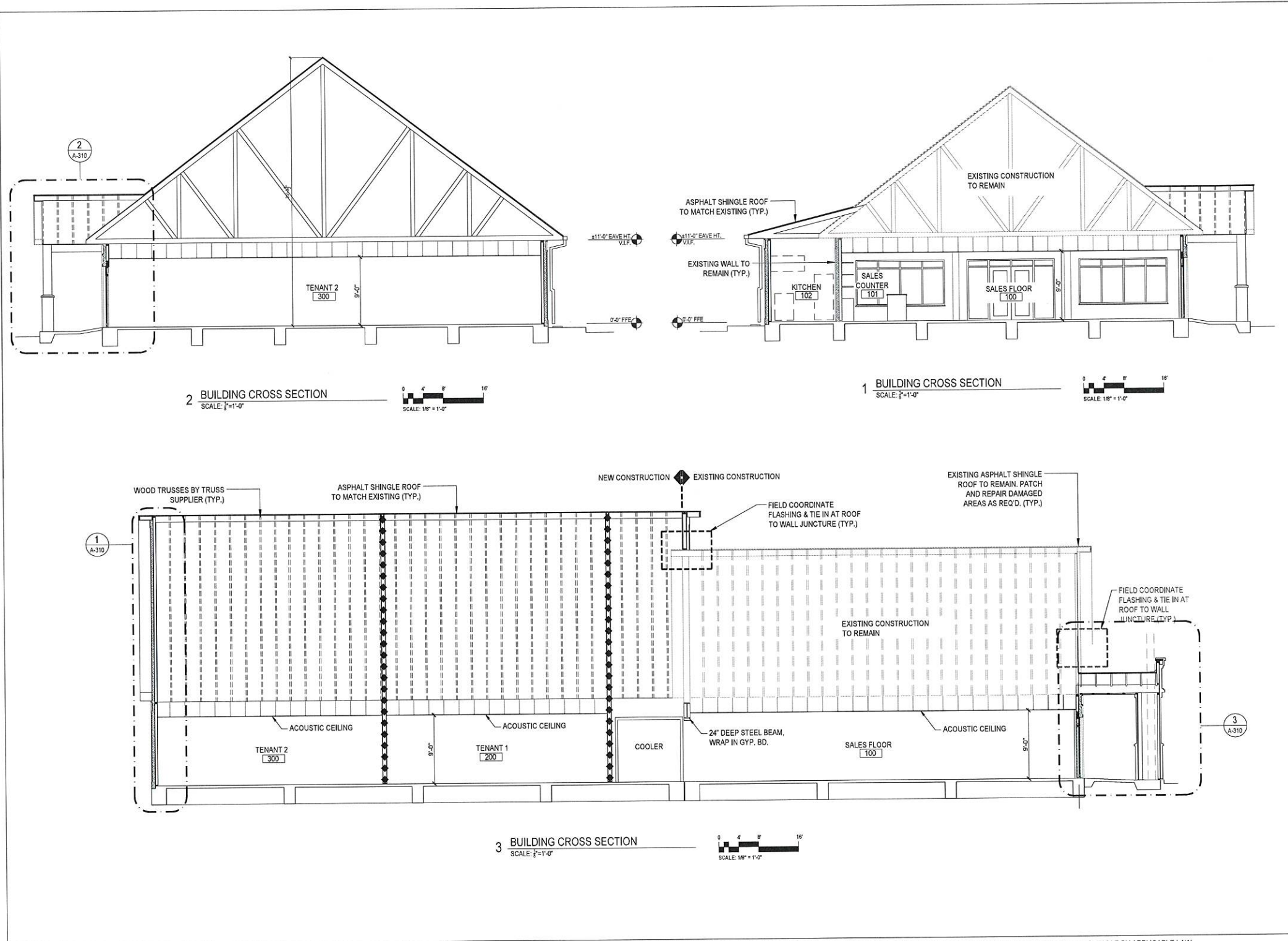
REVISION HISTORY
DESCRIPTION

SYMBOL

DESIGN KLF SUBMIT
DRAWN KLF/KM SCALE AS SHOWN
CHECK KLF DATE 07/23/22

BUILDING
SECTIONS

A-301





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DATE

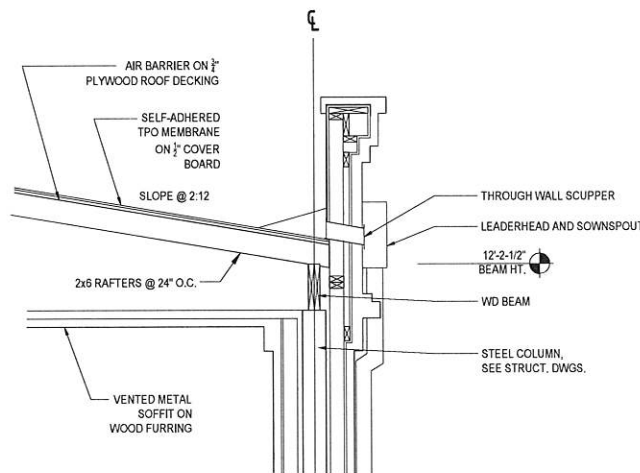
REVISION HISTORY

SYMBOL

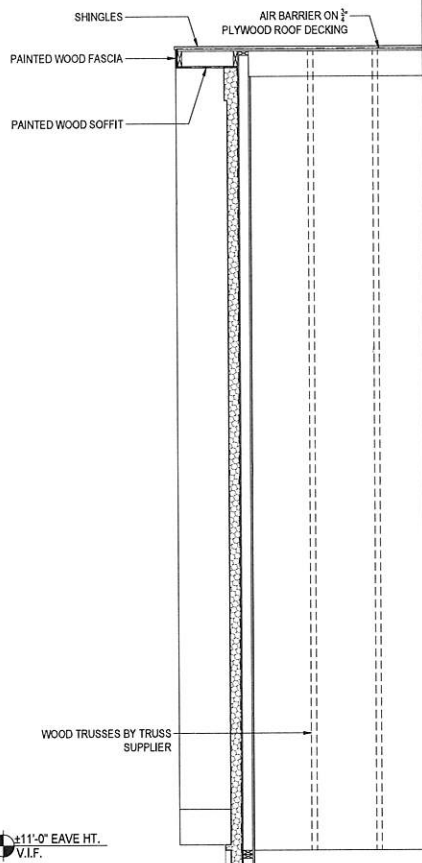
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DRAWN KLF/KM SCALE AS SHOWN
CHECK KLF DATE 01/22/23

WALL SECTIONS

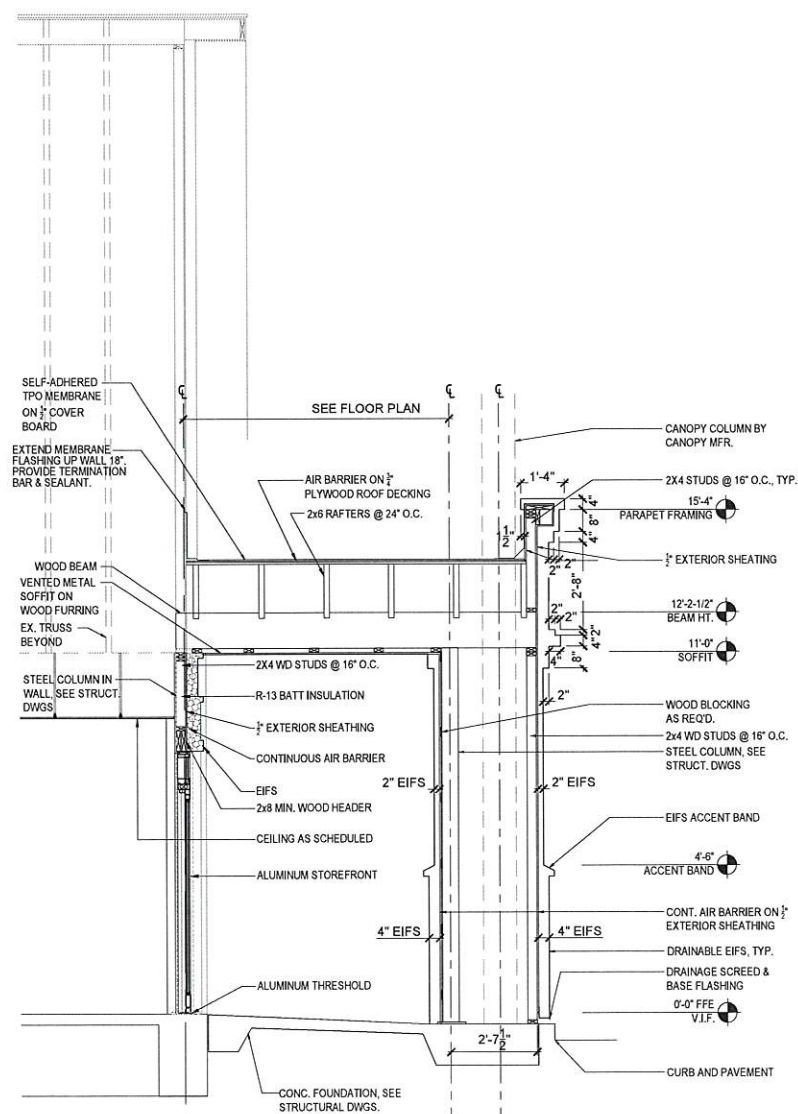
A-310



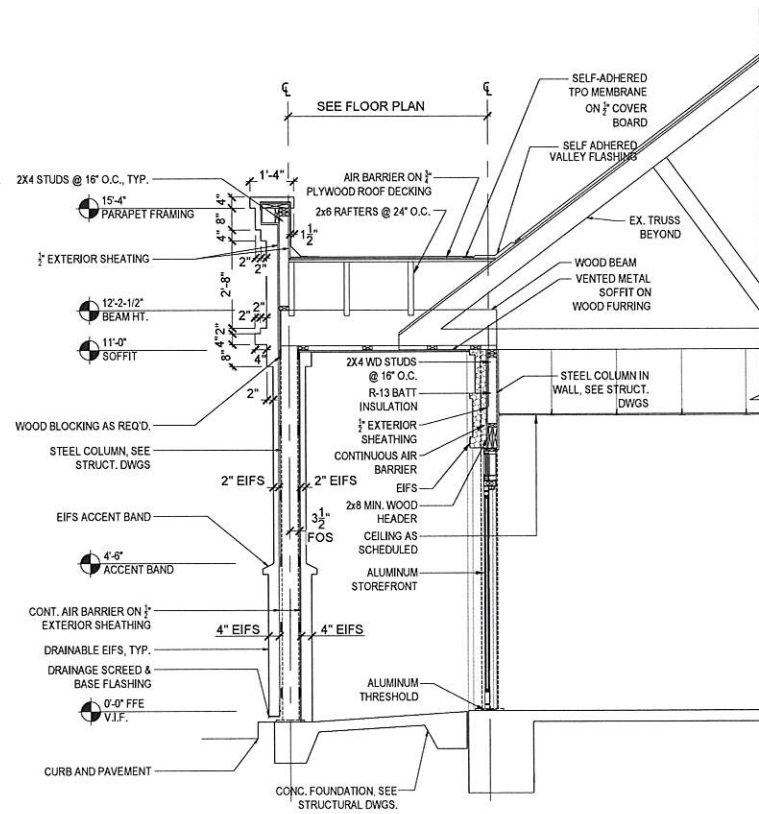
4 SECTION DETAIL AT THROUGH WALL SCUPPER
SCALE: 1/2"=1'-0"



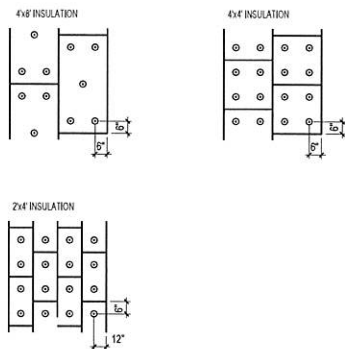
1 TYPICAL WALL SECTION
SCALE: 1/2"=1'-0"



3 WALL SECTION AT THREE RIVERS ENTRY
SCALE: 1/2"=1'-0"



2 WALL SECTION AT DEDEAUX RD ENTRY
SCALE: 1/2"=1'-0"

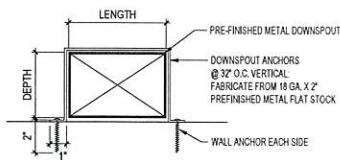


NOTE 1 STAGGER SHEETS 50% FROM ROW TO ROW FOR EFFECTIVE FASTENING AT NEW INSULATION BOARD INSTALLATION.

NOTE 2 THESE FASTENING PATTERNS ARE TO BE USED WITH MECHANICALLY FASTENED SYSTEMS ONLY.

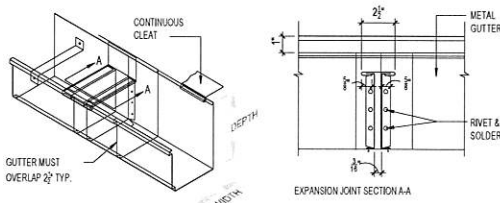
3 INSULATION FASTENING PATTERN (TYP.)

N.T.S.



SEE ROOF PLAN FOR DOWNSPOUT SIZES.

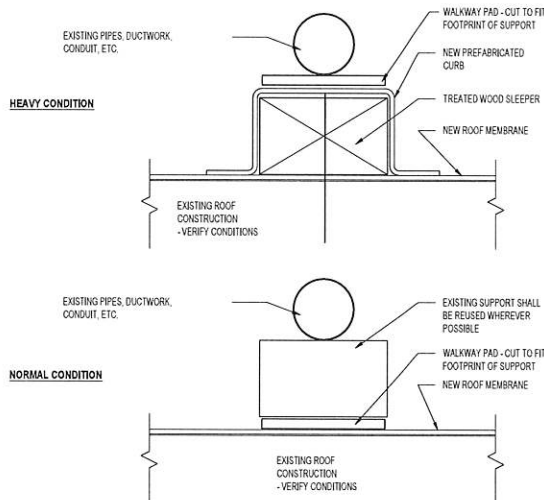
6 DOWNSPOUT HANGER DETAIL (TYP.)



*FOR NON-SQUARE GUTTERS, THE LONGER DIMENSION SHALL BE THE WIDTH. FOR EXAMPLE, ON A 4"x6" GUTTER, THE WIDTH IS 6" & THE DEPTH IS 4".

9 GUTTER DETAIL (TYP.)

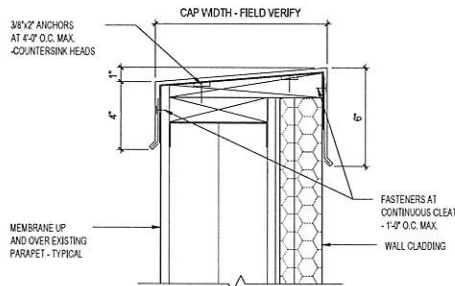
EXPANSION JOINT LOCATIONS NOT TO EXCEED 90' PER SMACNA STANDARDS.



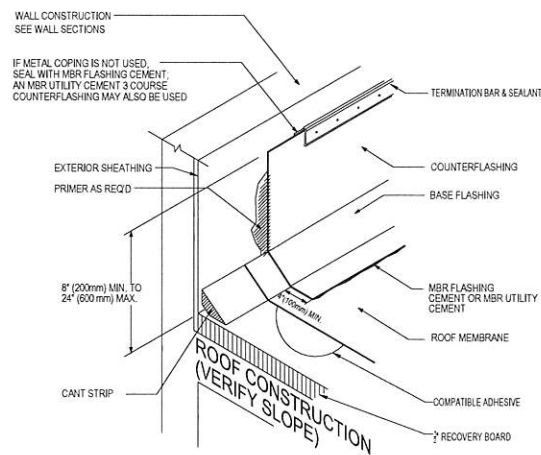
NOTE IF THE MECHANICAL UNITS, PIPING, DUCTWORK OR OTHER UTILITIES ARE OF A SIZE THAT THEY WILL CRUSH THE INSULATION, THEN THE INSULATION BELOW THE SLEEPER MUST BE REPLACED BY WOOD BLOCKING.

2 ROOF REINFORCING AT SUPPORTS (TYP.)

N.T.S.



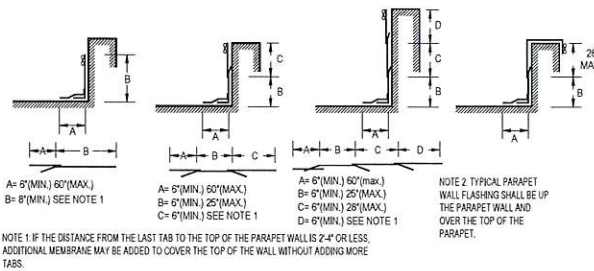
5 PREFINISHED METAL COPING (TYP.)



NOTES:
INSTALL PER MANUFACTURERS INSTRUCTIONS

1 BASE FLASHING @ MASONRY WALL (TYP.)

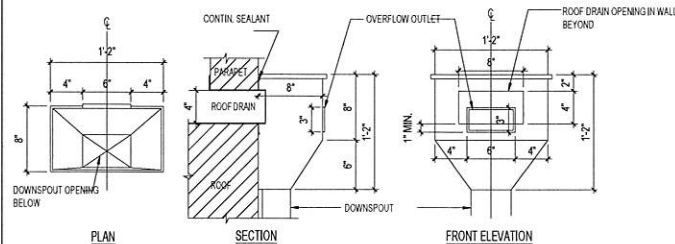
SCALE: 1-1/2" = 1'-0"



NOTE 1 IF THE DISTANCE FROM THE LAST TAB TO THE TOP OF THE PARAPET WALL IS 2'-4" OR LESS, ADDITIONAL MEMBRANE MAY BE ADDED TO COVER THE TOP OF THE WALL WITHOUT ADDING MORE TABS.

4 PARAPET FLASHING - TAB SPACING (TYP.)

N.T.S.



7 TYPICAL CONDUCTOR HEAD DETAIL (TYP.)

N.T.S.



RENOVATIONS TO 14165 DEDEAUX ROAD
PURE MARKET C-STORE AND TENANT SPACES
GULFPORT, MISSISSIPPI
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PURE MARKET, LLC

DATE

REVISION HISTORY
DESCRIPTION

SYMBOL

DESIGN KLF SUBMIT
DRAWN KLF/CHK SCALE AS SHOWN
CHECK KLF DATE 6/2/2022

ROOF DETAILS

A-501

INTERIOR FINISH SCHEDULE										
ROOM	WALL				FLOOR	CLG	BASE		NOTES	ROOM
	N	S	E	W						
100 - SALES FLOOR	PNT	PNT	PNT	PNT	VCT	ACT	-	RB	-	100 - SALES FLOOR
101 - SALES COUNTER	PNT	PNT	PNT	PNT	VCT	ACT	-	RB	-	101 - SALES COUNTER
102 - KITCHEN	PNT	PNT	PNT	PNT	VCT	ACT	-	RB	-	102 - KITCHEN
103 - STOCK ROOM	PNT	PNT	PNT	PNT	VCT	ACT	-	RB	-	103 - STOCK ROOM
104 - OFFICE	PNT	PNT	PNT	PNT	VCT	ACT	-	RB	-	104 - OFFICE
105 - WOMEN	CT/PNT	CT/PNT	CT/PNT	CT/PNT	CT	ACT	-	RB	-	105 - WOMEN
106 - MEN	PNT	PNT	PNT	PNT	VCT	ACT	-	RB	-	106 - MEN
107 - ELECTRICAL	PNT	PNT	PNT	PNT	VCT	ACT	-	RB	-	107 - ELECTRICAL
200 - FUTURE TENANT SPACE	PNT	PNT	PNT	PNT	VCT	ACT	-	RB	-	200 - FUTURE TENANT SPACE
300 - FUTURE TENANT SPACE	PNT	PNT	PNT	PNT	VCT	ACT	-	RB	-	300 - FUTURE TENANT SPACE
-	PNT	PNT	PNT	PNT	VCT	ACT	-	RB	-	-

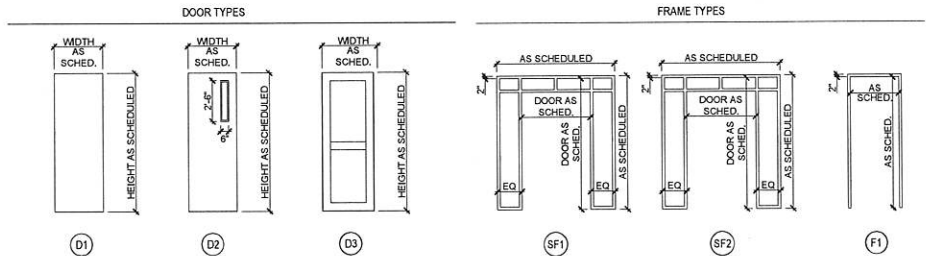
FINISH SCHEDULE NOTES:

- SUBMIT ALL MATERIAL AND COLOR SAMPLES AND MILLWORK SHOP DRAWINGS (AS APPLICABLE) FOR ARCHITECT'S APPROVAL PRIOR TO PURCHASING.
- FINAL SELECTIONS OF FINISHES SHALL BE BY THE OWNER.

DOOR SCHEDULE														SEE SHEET A-601 FOR DOOR AND WINDOW DETAILS.			
MARK	DOOR					FRAME		DETAILS					STC RATING	FIRE RATING	REMARKS	MARK	
	TYPE	MAT	HEIGHT	WIDTH	FINISH	TYPE	MAT	FINISH	HEAD	JAMB	SILL						
100A	D3	ALUM	7-0	3-0	ALUM	SF1	ALUM	ALUM	1/A501	2/A501	10/A501	-	-	-	100A		
100B	D3	ALUM	7-0	3-0	ALUM	SF2	ALUM	ALUM	1/A501	2/A501	10/A501	-	-	-	100B		
101	-	-	-	-	-	F1	HM	PAINT	7/A501	8/A501	9/A501	-	-	CASED OPENING	101		
102	D2	HM	7-0	3-0	PAINT	F1	HM	PAINT	11/A501	12/A501	9/A501	-	-	-	102		
104	D1	HM	7-0	3-0	PAINT	F1	HM	PAINT	11/A501	12/A501	9/A501	-	-	-	104		
105	D1	HM	7-0	3-0	PAINT	F1	HM	PAINT	7/A501	8/A501	9/A501	-	-	-	105		
106	D1	WD	7-0	3-0	PAINT	F1	HM	PAINT	7/A501	8/A501	9/A501	-	-	-	106		
107	D1	HM	7-0	3-0	PAINT	F1	HM	PAINT	7/A501	8/A501	9/A501	-	-	-	107		
200A	D3	ALUM	7-0	3-0	ALUM	SF2	ALUM	ALUM	1/A501	2/A501	10/A501	-	-	-	200A		
200B	D1	HM	7-0	3-0	PAINT	F1	HM	PAINT	11/A501	12/A501	9/A501	-	-	-	200B		
300A	D3	ALUM	7-0	3-0	ALUM	SF2	ALUM	ALUM	1/A501	2/A501	10/A501	-	-	-	300A		
300B	D1	HM	7-0	3-0	PAINT	F1	HM	PAINT	11/A501	12/A501	9/A501	-	-	-	300B		

DOOR SCHEDULE NOTES:

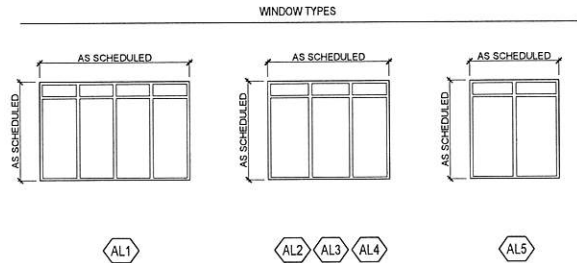
- SUBMIT ALL HARDWARE CUT SHEETS, DOOR, WINDOW, & STOREFRONT SHOP DRAWINGS FOR ARCHITECT'S APPROVAL PRIOR TO PURCHASING.
- ENTRY DOORS SHALL BE OPERABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT.
- CONTROLS & OPERATING MECHANISMS SHALL BE OPERATED WITH ONE HAND & SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE CONTROLS SHALL BE NO GREATER THAN 5LBS.



HARDWARE NOTES
- PUSH BAR ON EXTERIOR KITCHEN DOOR
- WEATHERSEALS ALL EXTERIOR DOORS
- LEVER OR MORTISE LOCKS ON INTERIOR DOORS
- EXTERIOR HARDWARE FLUSH DOORS
- KEYS! VERIFY WITH OWNER
- TOE KICK AT EXTERIOR DOORS

HOLLOW METAL DOOR FRAMES
- KNOCK DOWN (EXISTING)
- FULLY WELDED (NEW)
- ALL FRAMES HEAVY DUTY

WINDOW & STOREFRONT SCHEDULE											
MARK	GLAZING			GLAZING TYPE	DETAILS				STC RATING	FIRE RATING	MARK
	MAT	HEIGHT	WIDTH		HEAD	JAMB	SILL	MULL			
SF1	ALUM	8'-0"	11'-8"	G1	1/A501	2/A501	10/A501	3/A601	-	-	SF1
SF2	ALUM	8'-0"	10'-3"	G1	1/A501	2/A501	10/A501	3/A601	-	-	SF2
AL1	ALUM	6'-0"	11'-10"	G1	1/A501	2/A501	6/A501	3/A601	-	-	AL1
AL2	ALUM	6'-0"	9'-8"	G1	1/A501	2/A501	6/A501	3/A601	-	-	AL2
AL3	ALUM	6'-0"	9'-4"	G1	1/A501	2/A501	6/A501	3/A601	-	-	AL3
AL4	ALUM	6'-0"	10'-2"	G1	1/A501	2/A501	6/A501	3/A601	-	-	AL4
AL5	ALUM	6'-0"	6'-4"	G1	1/A501	2/A501	6/A501	3/A601	-	-	AL5
GLAZING TYPES											
G1	DOUBLE PANE INSULATED, OUTER PANE 1/4" THICK W/ LOW-E TINT, INNER PANE 1/4" THICK CLEAR, 1/2" AIRSPACE										
G2	SINGLE PANE 1/4" THICK, CLEAR										
G3	SINGLE PANE 1/4" THICK, TINTED EXTERIOR, CLEAR INTERIOR										
G4	SINGLE PANE 1/4" THICK, FIRE RATED, WIRE MESH (AT FIRE RATED EXIT DOORS ONLY)										
G5	SINGLE PANE MIN. 1/2" THICK, CLEAR										
G6	SINGLE PANE 1/2" THICK, BLACK OPAQUE TINT										



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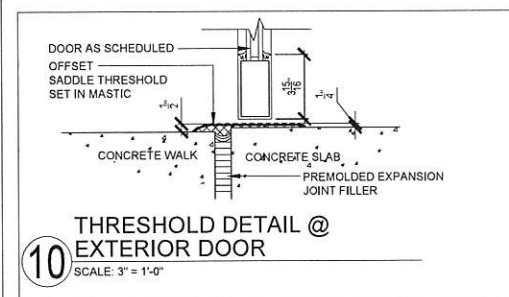
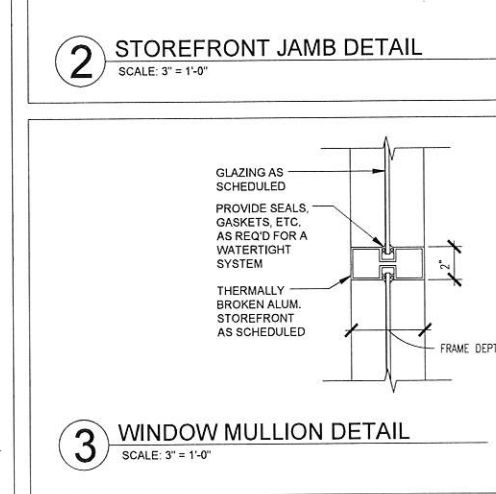
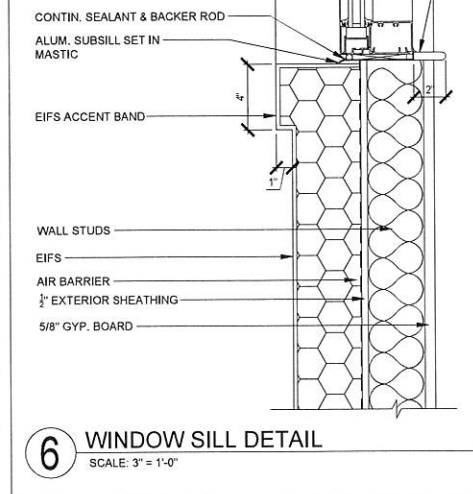
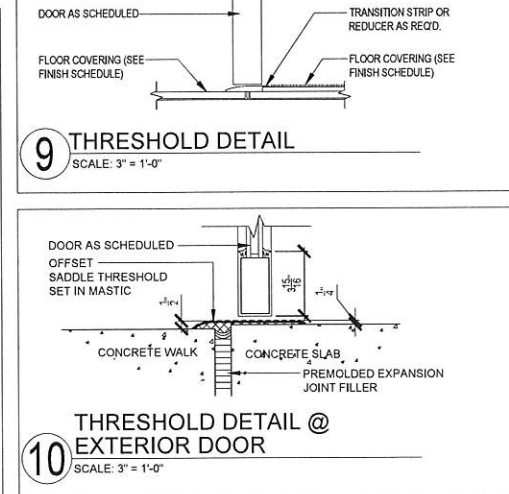
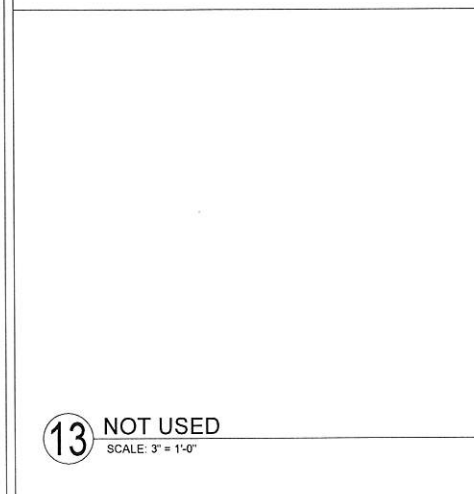
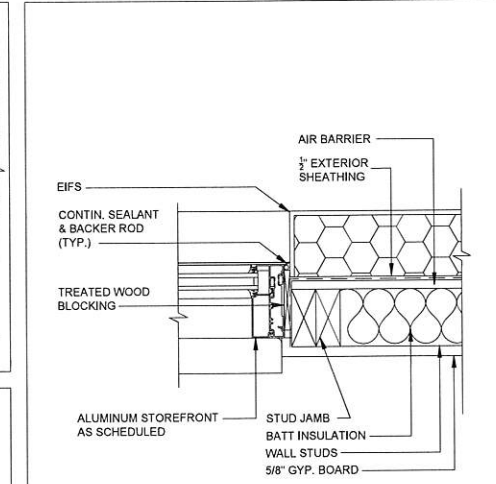
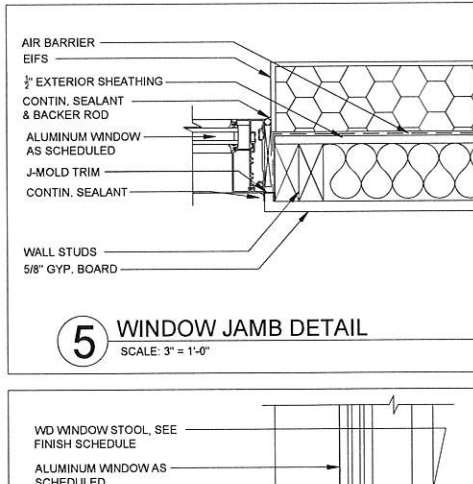
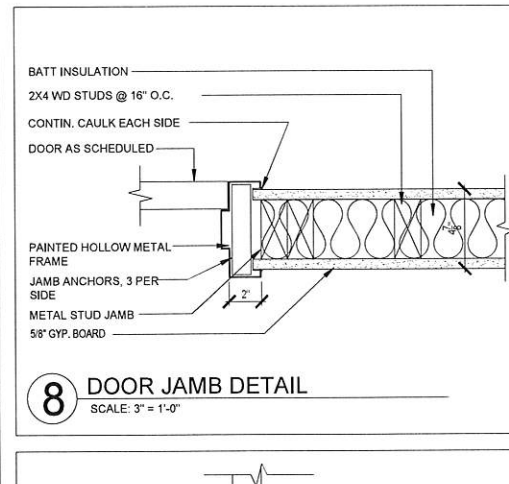
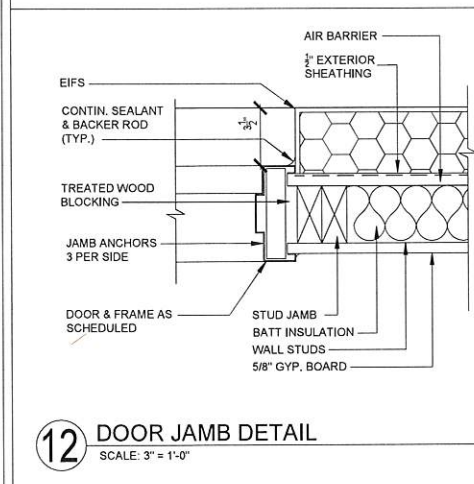
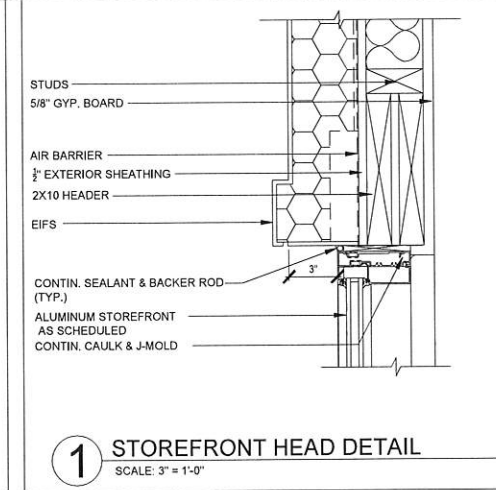
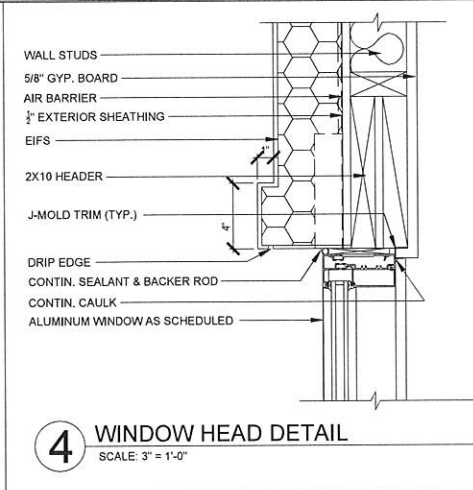
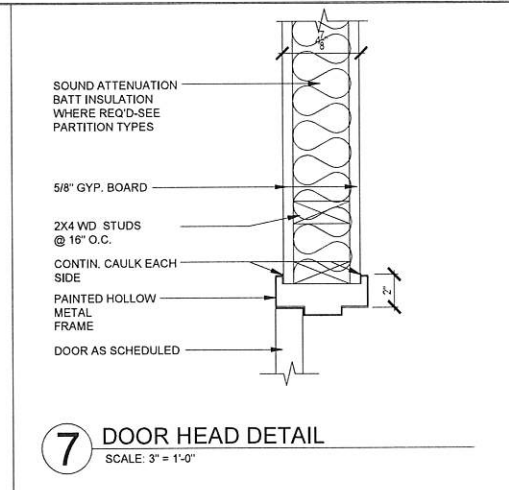
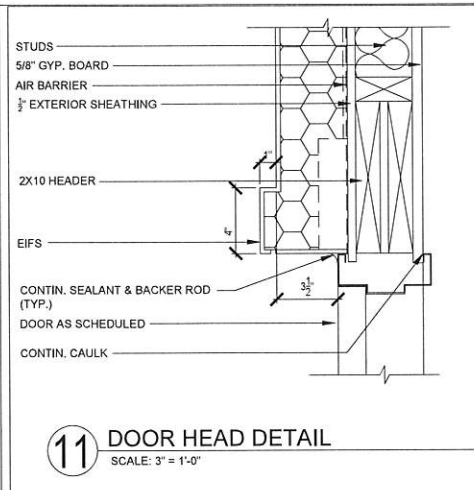
RENOVATIONS TO 14165 DEDEAUX ROAD
PURE MARKET C-STORE AND TENANT SPACES
GULFPORT, MISSISSIPPI
OWNER
PURE MARKET, LLC

REVISION HISTORY		DATE	DESCRIPTION
SYMBOL	DESCRIPTION		

DESIGN/KLF	SUBMIT/KLF	SCALE	AS SHOWN
DRAWN/KLF/KM	CHECK/KLF	DATE	05/12/23

SCHEDULES

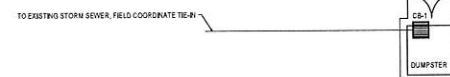
A-600



RENOVATIONS TO 14165 DEBEAUX ROAD
PURE MARKET C-STORE AND TENANT SPACES
GULFPORT, MISSISSIPPI
OWNER
PURE MARKET, LLC

REVISION HISTORY	DATE
SYMBOL	
DESCRIPTION	
DESIGN KLF	SUBMIT
DRAWN KLF/KM	SCALE AS SHOWN
CHECK KLF	DATE 5/8/23

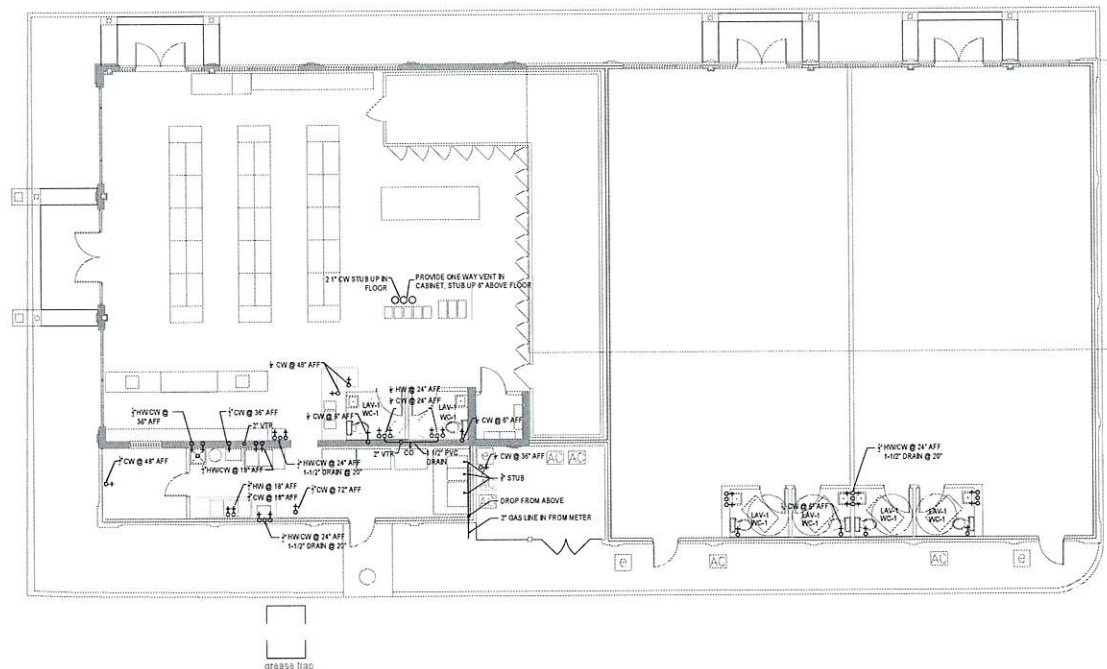
ROOF DETAILS
A-601



CONNECTION TO EXISTING SERVICES		
EXISTING DOMESTIC COLD WATER	_____	DCW
EXISTING SANITARY SEWER	_____	SS
EXISTING GREASE WASTE PIPING	_____	GW
DOMESTIC COLD WATER	_____	
DOMESTIC 140° HOT WATER	_____	140
DOMESTIC 140° HOT WATER RETURN	_____	140
SANITARY SEWER PIPING	_____	SS
VENT PIPING	_____	
GREASE WASTE PIPING	_____	
GAS PIPING	_____	G
CONDENSATE DRAIN LINE	_____	D
BALL VALVE		
CHECK VALVE		
UNION		
THERMOMETER		
WALL CLEANOUT	_____	WCO
FLOOR CLEANOUT	_____	FCO
FLOOR GRADE CLEANOUT	_____	FGCO

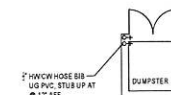
- 1 TEE OFF OF 1/2" CW/WALL WITH A 1/2" LINE. DROP TO 1/2" PRIMER LINE BELOW AND INSTALL A BALL VALVE, UNION, AND TP-2 IN CONNECTION, PROVIDE WALL ACCESS PANEL WHERE NEEDED.
- 2 CONNECT TO EXISTING 1/2" CW/FROM BELOW.
- 3 1/2" CW TO FILTER. 1/2" FILTERED WATER TO ICE MACHINE. CONNECT DRAINS FROM ICE MACHINE AND BIN, RUN 1" THROUGH WALL TO RECESSED FLOOR DRAIN IN JANITOR'S CLOSET. TERMINATE WITH AIR GAP. PIPE SHALL BE INSULATED AND WALL PENETRATIONS SHALL BE SEALED AIR TIGHT.
- 4 INSTALL GAS COCK UNION, AND AUTOMATIC SHUT-OFF VALVE ABOVE CEILING. INTERLOCK WITH EXHAUST HOOD FIRE SUPPRESSION SYSTEM.
- 5 2" GAS HEADER INSTALL BEHIND FOOD SERVICE EQUIPMENT 12" AFF.
- 6 CONNECT GAS TO UNIT WITH GAS COCK, 6" DIRT LEG, AND UNION IN CONNECTION. TRAP CONDENSATE AT UNIT AND RUN 1" CONDENSATE TO RECESSED FLOOR DRAIN. TERMINATE WITH AIR GAP. CONDENSATE SHALL BE FULLY INSULATED. PROVIDE CLEANOUT(S) AT EACH CHANGE OF DIRECTION GREATER THAN 45 DEGREES.

[illegible]



PLUMBING LEGEND

CONNECTION TO EXISTING SERVICES		DCW
EXISTING DOMESTIC COLD WATER		SS
EXISTING SANITARY SEWER		GW
EXISTING GREASE WASTE PIPING		
DOMESTIC COLD WATER		
DOMESTIC 140° HOT WATER		140
DOMESTIC 140° HOT WATER RETURN		140
SANITARY SEWER PIPING		SS
VENT PIPING		
GREASE WASTE PIPING		
GAS PIPING		G
CONDENSATE DRAIN LINE		D
BALL VALVE		
CHECK VALVE		
UNION		
THERMOMETER		
WALL CLEANOUT		WCO
FLOOR CLEANOUT		FCO
FLOOR GRADE CLEANOUT		FGCO



BELOW SLAB NOTES

GENERAL NOTES

- THIS CONTRACTOR SHALL COORDINATE SEWER INVERTS PRIOR TO INSTALLING PIPE.
- ALL SANITARY SEWER PIPING SHOWN SHALL BE BELOW THE FLOOR AND SLOPED AT 1/8" PER FOOT MINIMUM UNLESS NOTED OTHERWISE.
- ALL VENT PIPING SHALL BE ABOVE THE CEILING UNLESS NOTED OTHERWISE.
- ALL DOMESTIC WATER PIPING SHALL BE ABOVE THE CEILING UNLESS NOTED OTHERWISE.
- ALL GREASE WASTE (GW) PIPING SHALL BE BELOW THE FLOOR AND SLOPED AT 1/8" PER FOOT MINIMUM UNLESS NOTED OTHERWISE.
- THIS CONTRACTOR SHALL FIELD VERIFY THE EXACT LOCATION FOR THE EXISTING UTILITIES BEFORE SAW CUTTING AND INSTALLING NEW PIPING.
- THE CONTRACTOR SHALL COORDINATE ALL ROUGH-INS AND FINALL CONNECTIONS WITH THE ARCHITECT AND FOOD SERVICE PROVIDER BEFORE INSTALLING ANY PIPING.
- THE CONTRACTOR SHALL PROVIDE 1-1/4" CONDENSATE LINE DRAINS FROM EACH UNIT ABOVE CEILING TO THE NEAREST DEEP-SEAL TRAP OR RECESSED FLOOR DRAIN AS REQUIRED. SLOPE PIPING AT 1/4" PER FOOT MINIMUM. PROVIDE 6" P-TRAP AT THE UNIT.

PLAN NOTES

- 1/2" PRIMER LINE FROM DRAIN TO ABOVE SLAB AND CAP. WRAP ENTIRE PRIMER LINE IN PROTECTIVE SLEEVING.

ABOVE SLAB NOTES

GENERAL NOTES

- ALL DOMESTIC WATER PIPING SHOWN SHALL BE ABOVE THE CEILING UNLESS NOTED OTHERWISE.
- THE CONTRACTOR SHALL PROVIDE A PDI-A ABOVE THE CEILING ON EACH DOMESTIC WATER LINE SERVING A SINGLE FIXTURE.
- THE CONTRACTOR SHALL PROVIDE A GAS COCK, UNION, AND 6" DIRT LEG AT EACH GASS CONNECTION TO EQUIPMENT.
- ALL GAS PIPING SHALL BE SHOWN ABOVE THE CEILING UNNESS NOTED OTHERWISE.
- THE CONTRACTOR SHALL COORDINATE ALL ROUGH-INS AND FINAL CONNECTIONS WITH THE ARCHITECT AND FOOD SERVICE PROVIDER PRIOR TO INSTALLATION OF ANY PIPING.
- THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING HOSE BIBBS AND RECONNECT TO NEW COLD WATER LINE (CW) AS REQUIRED.
- DOMESTIC WATER METER SHALL BE SIZED TO PROVIDED — GPM FOR THE BUILDING.
-

PLAN NOTES

- TEE OFF TOP OF 1/2" CW WITH A 1/2" LINE. DROP TO 1/2" PRIMER LINE BELOW AND INSTALL A BALL VALVE, UNION, AND TP-2 IN CONNECTION. PROVIDE WALL ACCESS PANEL WHERE NEEDED.
- CONNECT TO EXISTING 1/2" CW FROM BELOW.
- 1/2" CW TO FILTER. 1/2" FILTERED WATER TO ICE MACHINE. CONNECT DRAINS FROM ICE MACHINE AND BIN, RUN 1" THROUGH WALL TO RECESSED FLOOR DRAIN IN JANITOR'S CLOSET. TERMINATE WITH AIR GAP. PIPE SHALL BE INSULATED AND WALL PENETRATIONS SHALL BE SEALED AIR TIGHT.
- INSTALL GAS COCK, UNION, AND AUTOMATIC SHUT-OFF VALVE ABOVE CEILING. INTERLOCK WITH EXHAUST HOOD FIRE SUPPRESSION SYSTEM.
- 2" GAS HEADER INSTALL BEHIND FOOD SERVICE EQUIPMENT 12" AFF.
- CONNECT GAS TO UNIT WITH GAS COCK, 6" DIRT LEG, AND UNION IN CONNECTION. TRAP CONDENSATE AT UNIT AND RUN 1" CONDENSATE TO RECESSED FLOOR DRAIN. TERMINATE WITH AIR GAP. CONDENSATE SHALL BE FULLY INSULATED. PROVIDE CLEANOUT(S) AT EACH CHANGE OF DIRECTION GREATER THAN 45 DEGREES.



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RENOVATIONS TO 14165 DEDEAUX ROAD
PURE MARKET C-STORE AND TENANT SPACES
GULFPORT, MISSISSIPPI

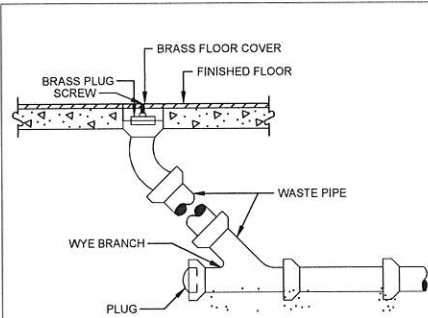
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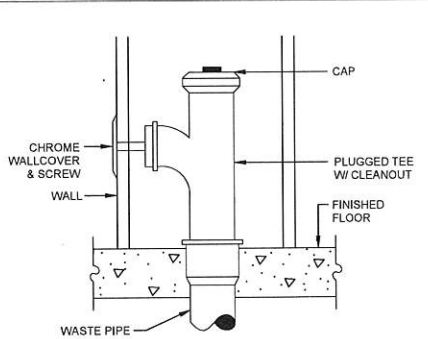
ABOVE SLAB
PLUMBING PLAN

PLUMBING FIXTURE SCHEDULE

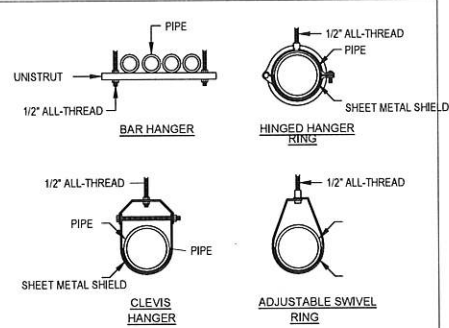
MARK	DESCRIPTION	MAKE	MODEL	SUPPLY FITTING	SUPPLY PIPE(S)	DRAIN	TRAP	ROUGH-IN SIZES					REMARKS
								C.W.	H.W.	WASTE	VENT	TRAP	
WC-1	WATER CLOSET, FLOOR MOUNTED, TANK TYPE, PRESSURE ASSIST. A.D.A.	KOHLER	K-3519	—	—	—	—	1/2"	—	4"	2" or 4"	INT.	1/2" BEMIS 1055SSC WHITE SEAT, 1/2" BOLT CAPS.
L-1	LAVATORY, WALL HUNG A.D.A., 20"x18"	KOHLER	K-2032	ZURN 75915, F-TMV	ZURN ZH824LR	ZURN Z-8746	ZURN Z8710BN	1/2"	1/2"	2"	2"	1 1/4"	1/2" ZURN FIXTURE SUPPORT, COORDINATE ROUGH-IN WITH DRAIN ASSEMBLY, INSULATE DRAIN, P-TRAP AND SUPPLY PIPES WITH TRAP WRAP CS5004HS.
FD-1	FLOOR DRAIN, POLISHED NICKEL BRONZE W/ TRAP PRIMER CONNECTION	ZURN	ZN-415-SZ	—	—	—	—	—	—	3"	2"	3"	TO BE PROVIDED BY OWNER, VERIFY UTILITY REQUIREMENTS WITH PURCHASED EQUIPMENT.
EW-1	ELECTRIC WATER HEATER							3/4"	3/4"				



FLOOR CLEANOUT
NO SCALE



WALL CLEANOUT DETAIL
NO SCALE



PIPE HANGER DETAIL
NO SCALE

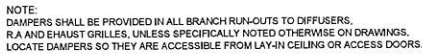
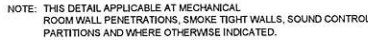
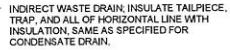
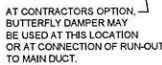


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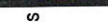


RENOVATIONS TO 14165 DEDEAUX ROAD
PURE MARKET C-STORE AND TENANT SPACES
GULFPORT, MISSISSIPPI
OWNER
PURE MARKET, LLC

SYMBOL	REVISION HISTORY DESCRIPTION	DATE	DESIGN	DRAWN	CHECK	SUBMIT	SCALE	DATE



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RENOVATIONS TO 14165 DEDEAUX ROAD
PURE MARKET C-STORE AND TENANT SPACES
GULLEPORT, MISSISSIPPI

DESIGN	MH	SUBMIT	*
DRAWN	MH	SCALE	AS SHOWN
CHECK	MH	DATE	05/01/23

M-102

ELECTRICAL ABBREVIATIONS

A	AMPERES
AC	AIR CONDITIONING
AF	ABOVE FINISHED FLOOR
AF	AMPERES INTERRUPTING CAPACITY (MIN)
APPROX	APPROXIMATE
AWG	AMERICAN WIRE GAUGE
ANN	ANNUNCIATOR
BLDG	BUILDING
PS	BOLTED PRESSURE SWITCH
C	CONDUIT
CAT	CATALOG
CATV	CABLE TELEVISION
CT	CIRCUIT
CONT	CONTINUATION
CR	CARD READER
DD	DUCT DETECTOR
DL	DIAMETER
DMG	DIMENSION
DP	DISTRIBUTION PANEL
DWG	DRAWING
EA	EACH
EC	EMPTY CONDUIT
ELEC	ELECTRICAL
EMER	EMERGENCY
EMT	ELECTRICAL METALLIC TUBING
EOL	END OF LINE RESISTOR
EQUIP	EQUIPMENT
F	FUSED
FA	FIRE ALARM
FIN	FINISH
FX	FIXTURE
FLUOR	FLUORESCENT
GFI	GROUND FAULT INTERRUPTER
GRND	GROUND
HP	HORSEPOWER
IF	INSIDE FROST
IG	ISOLATED GROUND
INCAN	INCANDESCENT
J	JUNCTION
KVA	KILO-VOLT-AMPERE
KV	KILOVOLT
LHAU	LOCAL AUTHORITY HAVING JURISDICTION
LOT	LIGHT
M	METER
MATV	MASTER ANTENNA TELEVISION
MAX	MAXIMUM
MCM	THOUSAND CIRCULAR MILS
MCP	MINIMUM
MIN	MINIMUM
MLO	MAIN LOSS ONLY
MPC	MINI-POWER CENTER
MTD-MTG	MOD (ED), (INS)
N	NORTH
NEC	NATIONAL ELECTRICAL CODE
NC	NOT IN CONTRACT
NO	NUMBER
NTS	NOT TO SCALE
OC	ON CENTER
OSHA	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
P	POLE
P	PHOTO CELL
PMS	PROPERTY MANAGEMENT SYSTEM
PNL	PANEL
PVC	POLYVINYL CHLORIDE
RS	RAPID START
RSC	RIGID STEEL CONDUIT
SD	SMOKE DETECTOR
SM	SIMILAR
SIS	STAINLESS STEEL
SPST	SINGLE POLE SINGLE THROW
T	TRANSFORMER
TC	TRAY CABLE
TBB	TELEPHONE BACKBOARD
TEL	TELEPHONE
TM	TV MONITOR
TYP	TYPICAL
UL	UNDERWRITER LABORATORIES
UN	UNLESS OTHERWISE NOTED
V	VOLT
W	WIRE
WP	WEATHERPROOF
WW	WARM WHITE
XFMR	TRANSFORMER

ELECTRICAL SYMBOL LEGEND					
SYMBOL	DESCRIPTION	MTG./HT.	SYMBOL	DESCRIPTION	MTG./HT.
	ARROWHEAD INDICATES HOMERUN. X-1, 3, AND 5 ADJACENT TO HOMERUN ARROWHEADS INDICATES HOMERUN TO PANEL X. CIRCUIT NUMBERS 1, 3, AND 5.			SINGLE LIGHT FIXTURE WITH POLE	
	INDICATES CIRCUIT CONTINUATION OF CIRCUITS 3 AND 5 OF PANEL X.			TWIN LIGHT FIXTURE WITH POLE	
	MARKS ACROSS RACEWAY SYMBOLS INDICATE THE NUMBER OF NO.12 CONDUCTORS, UNLESS OTHERWISE NOTED. NO MARKS INDICATE TWO NO.12 CONDUCTORS. EQUIPMENT GROUNDING CONDUCTORS ARE NOT INDICATED BY MARKS, BUT ARE REQUIRED.			TRIPLE/ROTATION LIGHT FIXTURE WITH POLE	
	RACEWAY INSTALLED CONCEALED IN WALL AND/OR ABOVE CEILING			QUADRANT LIGHT FIXTURE WITH POLE	
	RACEWAY INSTALLED CONCEALED IN SLAB OR BELOW GRADE			TRIPLE LIGHT FIXTURE WITH POLE	
	RACEWAY INSTALLED EXPOSED			FLUORESCENT LIGHT FIXTURE, RECESSED/CLG. MTD./WALL MTD.	
	MULTIOUTLET RACEWAY ASSEMBLY			FLUORESCENT STRIP FIXTURE, CEILING MOUNTED	
	FLEXIBLE RACEWAY (5'-0" MAX LENGTH)			LIGHT TRACK AND LIGHT TRACK FIXTURES, QTY. AS SHOWN	
	CONDUIT UP / CONDUIT DOWN			MOTOR. 1/2 INDICATES FRACTIONAL HORSEPOWER.	
	CONDUIT STUB-UP ABOVE FINISHED FLOOR			NON-FUSIBLE DISCONNECT SWITCH. RATING/POLES/FUSE SIZE/NEMA ENCL.	
	CONDUIT TERMINATION (STUB-OUT)			FUSIBLE DISCONNECT SWITCH. RATING/POLES/FUSE SIZE/NEMA ENCL.	
	DUPLEX RECEPTACLE OUTLET	18"		MAGNETIC MOTOR STARTER. NEMA SIZE RATING / ENCLOSURE	
	DUPLEX RECEPTACLE OUTLET, BOTTOM SWITCHED	18"		CLOCK OUTLET	84" A.F.F.
	SINGLE RECEPTACLE OUTLET	18"		TELEVISION OUTLET - WALL MOUNTED	84" A.F.F.
	QUADRUPLEX RECEPTACLE OUTLET	18"		MICROPHONE JUNCTION BOX - FLOOR MOUNTED	
	DUPLEX RECEPTACLE OUTLET- ABOVE COUNTER	6"ABV.BKCSPLSH		MICROPHONE JUNCTION BOX - WALL MOUNTED	18" A.F.F.
	FLOOR OUTLET WITH DUPLEX RECEPTACLE			THERMAL DETECTOR - WALL MOUNTED	
	G.F.C.I. DUPLEX RECEPTACLE OUTLET- WALL MOUNTED / ABOVE COUNTER	18" / 6"ABV.BKCSPLSH		INCANDESCENT OR FLUORESCENT WALL-WASH LIGHT FIXTURE, CEILING MOUNTED	
	ISOLATED GROUND DUPLEX RECEPTACLE OUTLET	18"		THERMAL DETECTOR - CEILING MOUNTED	
	TELEPHONE OUTLET, WALL MOUNTED / ABOVE COUNTER.	18" / 6"ABV.BKCSPLSH		INCANDESCENT, H.I.D., OR COMPACT FLUORESCENT LIGHT FIXTURE CEILING / WALL MOUNTED	
	TELEPHONE OUTLET, WALL MOUNTED / ABOVE COUNTER.			UNDERGROUND PLUGGROUND	
	TELEPHONE FLOOR OUTLET			CEILING/WALL MOUNTED EXIT SIGN, DIRECTIONAL ARROWS AND NUMBERS OF FACES AS INDICATED ON PLANS	
	SPECIAL PURPOSE RECEPTACLE OUTLET, NEMA CONFIGURATION AS REQUIRED BY EQUIPMENT TO BE CONNECTED.	18"		FIRE ALARM ANNUNCIATOR	
	PROJECTION SCREEN SWITCH	48"		FIRE ALARM CONTROL PANEL	
	SINGLE POLE SINGLE THROW TOGGLE SWITCH	48"		FIRE ALARM VISUAL DEVICE	12" B.C.
	DOUBLE POLE DOUBLE THROW TOGGLE SWITCH	48"		FIRE ALARM AUDIO/VISUAL DEVICE	12" B.C.
	THREE-WAY TOGGLE SWITCH	48"		FIRE ALARM MANUAL INITIATING STATION, WALL MOUNTED	48" A.F.F.
	FOUR-WAY TOGGLE SWITCH	48"		SMOKE DETECTOR, WALL / CEILING / DUCT MOUNTED	12" BC
	MOTOR RATED SWITCH	48"		HEAT DETECTOR, CEILING MOUNTED	
	CARD READER			FIRE ALARM FLOW SWITCH	
	DUCT DETECTOR			FIRE ALARM TAMPER SWITCH	
	PRESSURE SWITCH			FIRE DEPT. COMMUNICATIONS PHONE JACK	48" A.F.F.
	MANUFACTURER'S POWER CONVERTER FOR DOORS			FIRE DEPT. COMMUNICATIONS PHONE JACK	48" A.F.F.
	DATA/TELEPHONE COMMUNICATION OUTLET - WALL MOUNTED	18"		MAGNETIC DOOR LOCK DEVICE	
	WALL MTD. DOUBLE TELEPHONE/DATA OUTLET - WALL MOUNTED	18"		DOOR HOLD OPEN DEVICE	
	FLOOR TELEPHONE/DATA OUTLET			MOTORIZED ROLL DOWN FIRE DOOR	
	DOORBELL - WALL MOUNTED	12" BC		DIMMER SWITCH	48"
	PUSHBUTTON - WALL MOUNTED	48"		3-WAY DIMMER SWITCH	48"
	UNDERFLOOR DUCT			WALL MTD./CLG. MTD. SPEAKER	12" BC/CLG
	JUNCTION BOX, WALL / CEILING / DUCT MOUNTED			COMBINATION MAGNETIC MOTOR STARTER AND DISCONNECTING MEANS. NEMA SIZE / RATING / ENCLOSURE / FUSE RATING	
	2'X4' FLUORESCENT FIXTURE - LAY-IN MOUNTED			CONNECTION TO VENTURI VALVE, 120V, INSTALL SINGLE POLE TOGGLE SWITCH IN NEMA. BOX ADJACENT FOR DISCONNECT, WALL MOUNTED	
	2'X4' FLUORESCENT FIXTURE W/EMERGENCY BATTERY - LAY-IN MOUNTED				

1. ALL WORK SHALL BE COORDINATED WITH THE WORK OF OTHER TRADES TO AVOID INTERFERENCES AND CONFLICTS. REFER TO THE DRAWINGS OF THE RESPECTIVE SYSTEM PRIOR TO SUBMISSION OF BIDS FOR ADDITIONAL WORK WHICH MAY BE REQUIRED AS PART OF THIS WORK. NO ALLOWANCES WILL BE MADE FOR THE LACK OF COORDINATION BETWEEN DISCIPLINES OR SYSTEMS AND EQUIPMENT.
2. ATTENTION IS CALLED TO THE FACT THAT THIS IS A RENOVATION WITHIN AN EXISTING BUILDING. WHEN THE WORK IS FINISHED THE ELECTRICAL INSTALLATION SHALL BE COMPLETE IN EVERY RESPECT, COMPLETELY INTEGRATED WITH ALL THE EXISTING ELECTRICAL SYSTEMS. COORDINATION WITH THE OTHER TRADES IS REQUIRED TO AVOID THE REMOVAL OF ANY OF THE EXISTING ELECTRICAL WORK REQUIRED TO REMAIN IN USE. DURING AND/OR AFTER THE COMPLETION OF THE WORK SHALL BE EXTENDED, REDUCED, RETAINED, RECONNECTED OR OTHERWISE MODIFIED AND THE RENOVATED AREA AND LEFT IN SAFE WORKING ORDER. CONTRACTOR TO VERIFY LOAD OF EXISTING CIRCUITS, REMOVE ALL ELECTRICAL EQUIPMENT AND MATERIAL WHICH IS IN THE AFFECTED SPACE AND WILL NOT BE RE-USED OR RE-INSTALLED.
3. THE WORK SHALL BE COORDINATED WITH THE ENGINEERING DOCUMENTS FOR THE EXACT LOCATION OF LIGHT FIXTURES, EQUIPMENT, DEVICES, ETC. TO ASSURE PROPER PLACEMENT OF SAID DEVICES AND EQUIPMENT. CONTRACTOR TO CHECK ALL DRAWINGS AND TWO DOCUMENTS, NOTIFY THE ENGINEER PRIOR TO ANY INSTALLATION FOR RESOLUTION.
4. THE CONTRACTOR SHALL VERIFY ALL EQUIPMENT BEING INSTALLED PRIOR TO INSTALLATION TO ASSURE THAT THE FEEDER CONNECTIONS, STARTER, OVERCURRENT PROTECTION, ETC., MATCHES THE ACTUAL NAMEPLATE DATA AS SUPPLIED BY THE MANUFACTURER.
5. SPECIFIC REQUIREMENTS REGARDING MATERIALS, WORKSMANSHIP AND THE WORK SHALL BE OBTAINED AND COVERED BY THE SPECIFICATIONS WHICH COMPLEMENT THE PLANS. WORK SHALL BE CHECKED BY THE SPECIFICATIONS OR THE PLANS IS REQUIRED THE SAME AS IF REQUIRED BY BOTH. WHERE THERE ARE DISCREPANCIES BETWEEN THE PLANS AND THE SPECIFICATIONS, THE MORE STRINGENT REQUIREMENTS OF THE TWO SHALL APPLY UNLESS SPECIFICALLY APPROVED IN WRITING BY THE ENGINEER.
6. REFER TO EQUIPMENT CUT SHEETS AND MANUFACTURER'S DATA FOR ROOMS IN LOCATIONS OF ELECTRICAL CONNECTIONS AND INTERCONNECTIONS OF ALL EQUIPMENT.
7. INSTALL OVER CURRENT PROTECTION AND BRANCH CIRCUIT WIRING PER U.L. LISTING REQUIREMENTS FOR EQUIPMENT SPECIFIC - REFER TO NAMEPLATE DATA.
8. PROVIDE START-UP ASSISTANCE TO OWNER PERSONNEL AND EQUIPMENT TECHNICIANS. CONDUCT CORRECT PHASE ROTATION, PROPER OPERATION AND SEQUENCE, AND CONTROLS.
9. CONTRACTORS SHALL COORDINATE ELEVATIONS AND PIPING SYSTEM SLOPES SUCH THAT DUCTWORK, PIPING, RACEWAY, CABLE TRAY, AND ASSOCIATED EQUIPMENT IS INSTALLED AT UNIFORM ELEVATIONS WITH MANUAL OFFICE. PROVIDE COORDINATING DRAWING TO ENGINEER FOR REVIEW PRIOR TO EQUIPMENT ORDERING AND ROUGH-IN.

INDEX OF DRAWINGS	
SHEET NO.	DESCRIPTION
E-1	ELECTRICAL LEGEND, ABBREVIATIONS, AND GENERAL NOTES
E-2	SITE PLAN - ELECTRICAL
E-3	ELECTRICAL SCHEDULES AND DETAILS



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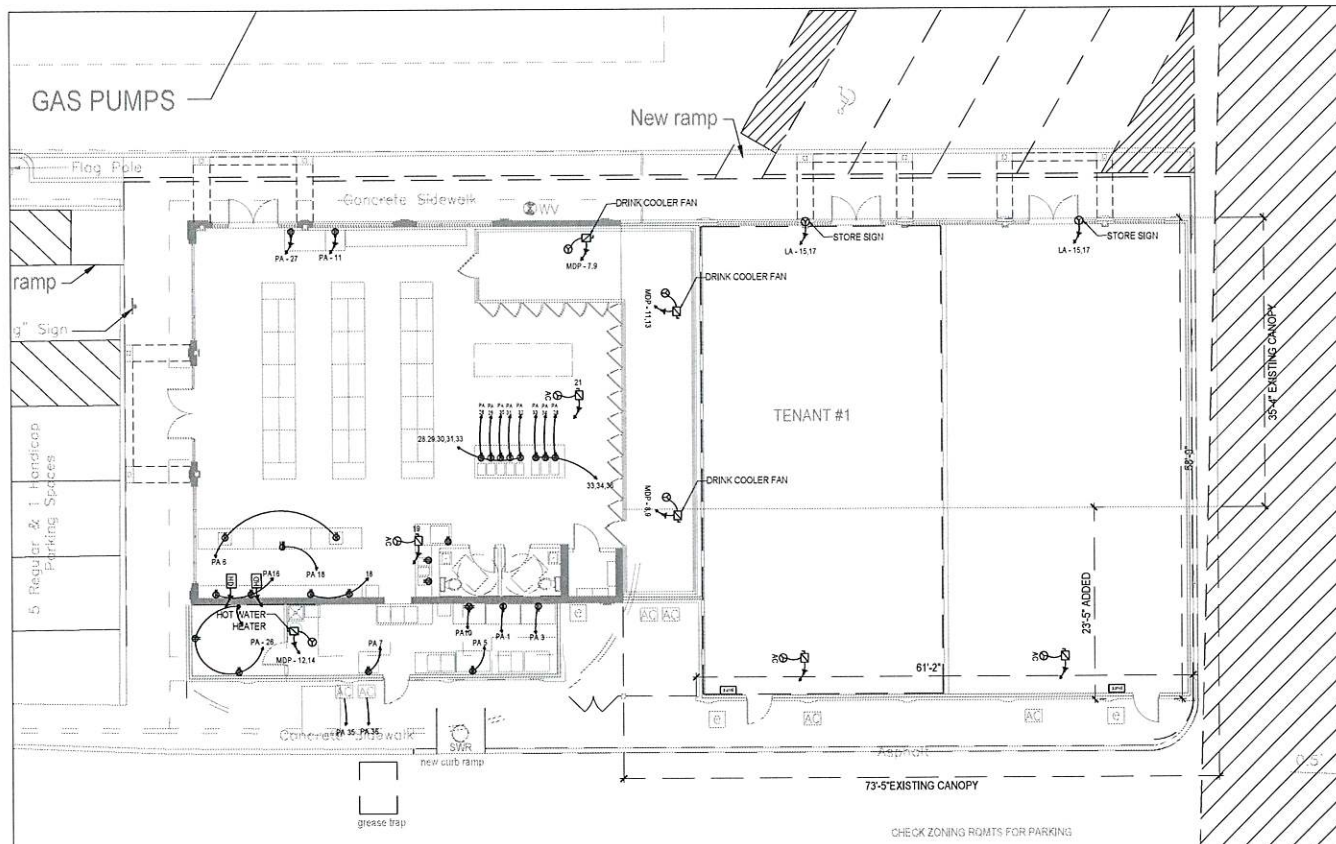
RENOVATIONS TO 14165 DEDEAUX ROAD
PURE MARKET C-STORE AND TENANT SPACES

OWNER
GULFPORT, MISSISSIPPI

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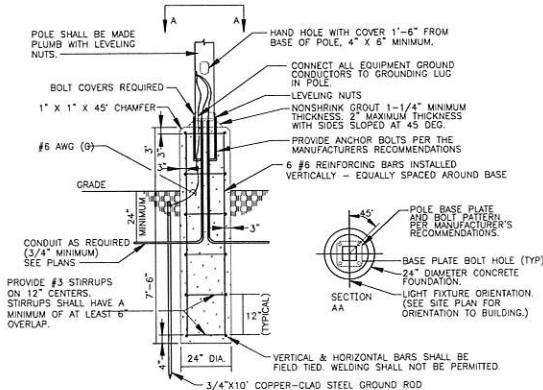
ELECTRICAL LEGEND

E-001



- ### ELECTRICAL NOTES
1. AT ALL EXISTING LIGHT FIXTURES, GC SHALL INSPECT FIXTURE & SWITCHES FOR PROPER OPERATION. REPAIR OR REPLACE DAMAGED FITTINGS, WIRING, COVER PLATES, OR SWITCHES AS NECESSARY TO MAKE FIXTURE OPERATIONAL. CONTRACTOR SHALL VERIFY LOADS OF NEW LIGHT FIXTURES AS SHOWN ON LIGHTING PLAN & PROVIDE CONNECTIONS TO EX. ELECTRICAL SERVICE AS NECESSARY.
 2. AT ALL EXISTING POWER RECEPTACLES, GC SHALL INSPECT RECEPTACLE FOR PROPER OPERATION. REPAIR OR REPLACE DAMAGED RECEPTACLES, WIRING, OR COVER PLATES AS NECESSARY TO MAKE RECEPTACLE OPERATIONAL. CONTRACTOR SHALL VERIFY LOADS OF NEW RECEPTACLES AS SHOWN ON POWER PLAN & PROVIDE CONNECTIONS TO EX. ELECTRICAL SERVICE AS NECESSARY.
 3. CONTRACTOR SHALL REUSE EX. ELECTRICAL PANEL CIRCUITS TO THE GREATEST EXTENT POSSIBLE. INSPECT EX. PANEL BOXES & REPLACE DAMAGED BREAKER SWITCHES, WIRING & HARDWARE AS NECESSARY TO PROVIDE A FULLY FUNCTIONING ELECTRICAL SYSTEM THAT MEETS APPLICABLE CODES & REGULATIONS.
 4. CONTRACTOR SHALL VERIFY ELECTRICAL LOADS W/ EXISTING KITCHEN EQUIPMENT TO REMAIN & NEW EQUIPMENT TO BE PURCHASED, AND PROVIDE THE NECESSARY WIRING, BREAKERS, DISCONNECTS, PANEL BOXES, ETC. TO PROPERLY OPERATE THE EQUIPMENT. FINAL ROUGH-INS & LAYOUT OF FOODSERVICE EQUIPMENT TO BE DETERMINED BY OTHERS.
 5. CONTRACTOR SHALL VERIFY HVAC EQUIPMENT LOADS & PROVIDE NECESSARY WIRING, BREAKERS, DISCONNECTS, PANEL BOXES, ETC. TO PROPERLY OPERATE THE EQUIPMENT.
 6. PROVIDE ELECTRICAL CONNECTIONS FOR FUTURE UNDERBAR GLASS WASHER AT BAR 106.
 7. NEW ELECTRICAL REQUIRED TO BE CONNECTED TO UNDERSLAB UTILITIES MAY REQUIRE SLAB DEMOLITION NOT SHOWN IN THESE DRAWINGS. ANY SLAB DEMOLITION NECESSARY TO CONNECT NEW ELECTRICAL OR ABANDON OR REPLACE EXISTING ELECTRICAL SHALL BE MINIMIZED TO THE GREATEST EXTENT POSSIBLE. GC SHALL COORDINATE PLACEMENT OF NEW CONCRETE IN DEMOLISHED SLAB AREAS TO MATCH EXISTING CONCRETE SLAB IN THICKNESS, STRENGTH, AND REINFORCEMENT.

- NOTES:
1. 3500 PSI MINIMUM 28 DAY COMPRESSIVE STRENGTH CONCRETE WITH GRADE 60 RE-BARS.
 2. IF WATER IS PRESENT IN HOLE, REMOVE BEFORE POURING CONCRETE.
 3. FOUNDATION EXCAVATION SHALL BE BY 24" AUGER IN UNDISTURBED OR PROPERLY COMPACTED FILL.
 4. MINIMUM ALLOWABLE SOIL BEARING PRESSURE 3000 PSF. NOTIFY ENGINEER IF BEARING PRESSURE IS LESS.
 5. AIR ENTRAINMENT: 4 TO 6%.



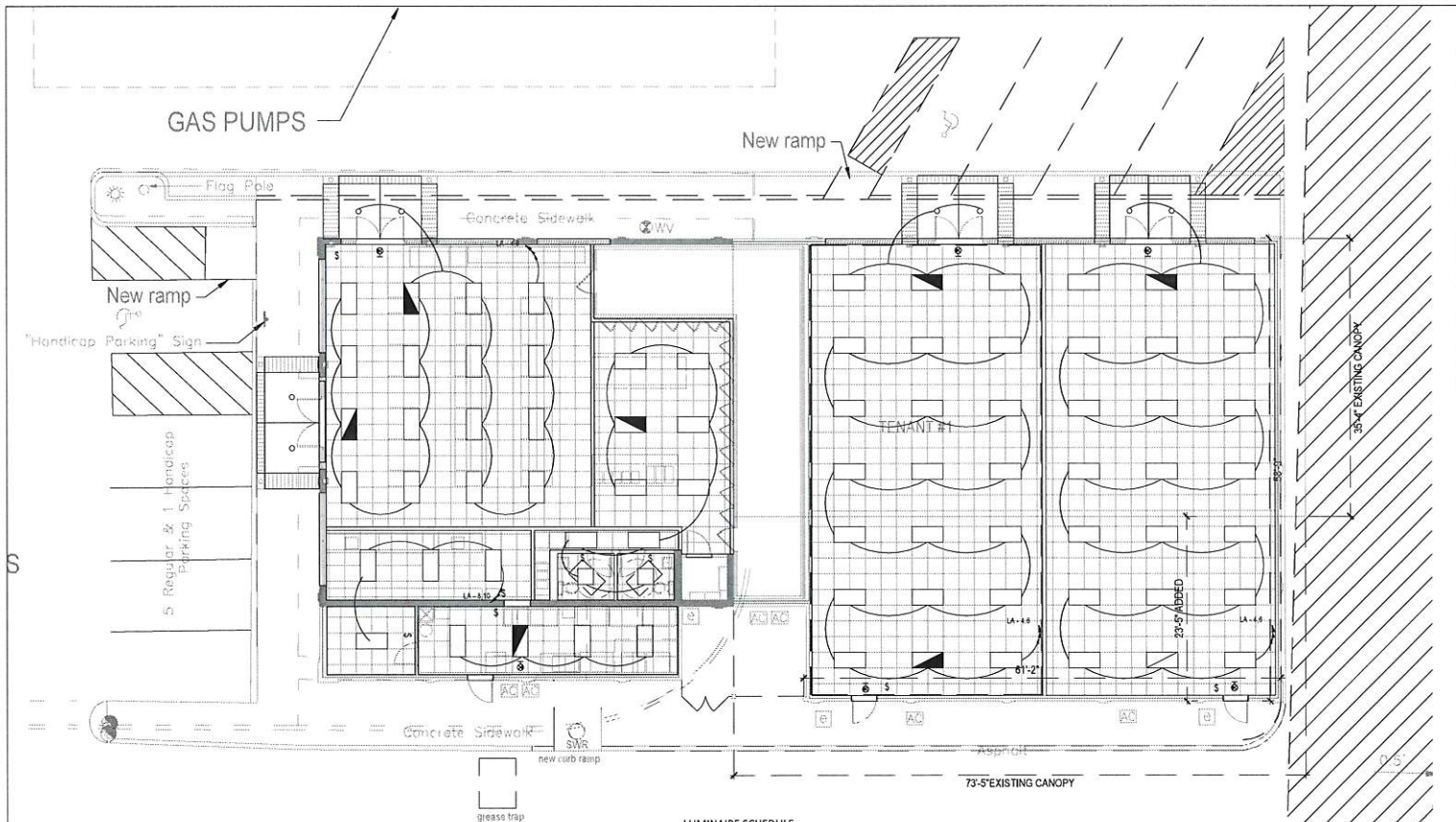
POLE BASE DETAIL
Scale: NONE

RECEPTACLE SCHEDULE							
CALLOUT	SYMBOL	NEMA	VOLTS	FEATURES	NOTES 1	NOTE 2	NOTE 3
COUNTER GFCI		5-20R	120V 1P 2W	G, GND	MOUNTED 2" ABOVE COUNTER WITH BACKSPASH, 6" ABOVE COUNTER WITHOUT BACKSPASH, MOUNTED 45° AFF WHERE NOT NOTED OTHERWISE ON ARCHITECT DETAILS.	HUBBELL GFT115 (15A) OR GFT120 (20A) W/PLATE OR EQUIVALENT	
EQUIPMENT 208V			208/120V 1P 2W	GND	208 VOLT EQUIPMENT SEE ARCHITECT EQUIPMENT LIST		
EQUIPMENT CONN		5-20R	120V 1P 2W	GND			
GFCI		5-20R	120V 1P 2W	G, GND	MOUNT 18" AFF UNLESS NOTED OTHERWISE ON ARCHITECT DRAWINGS.	HUBBELL GFT115 (15A) OR GFT120 (20A) W/PLATE OR EQUIVALENT	
HAND DRYER		5-20R	120V 1P 2W	GND	WALL MOUNTED HAND DRYER		
ISOLATED		5-20R	120V 1P 2W	GND, I	MOUNTED 18" AFF TO CENTERLINE OF BOX UNLESS NOTED OTHERWISE ON ARCHITECT DETAILS.	HUBBELL GFT115 (15A) OR GFT120 (20A) W/PLATE OR EQUIVALENT	
STANDARD		5-20R	120V 1P 2W	GND	MOUNTED 18" AFF TO CENTERLINE OF BOX UNLESS NOTED OTHERWISE ON ARCHITECT DETAILS.	HUBBELL GFT115 (15A) OR GFT120 (20A) W/PLATE OR EQUIVALENT	
WEATHER PROOF		5-20R	120V 1P 2W	W, GND	GFCI PROTECTED, MOUNTED 18" AFF UNLESS NOTED OTHERWISE ON ARCHITECT DETAILS.	HUBBELL GFT115 (15A) OR GFT120 (20A) W/PLATE OR EQUIVALENT	GFCI PROTECTED TAMPER RESISTANT, AND WATER RESISTANT.
WEATHER PROOF			120V 1P 2W	W, G, GND			
FEATURES:							
G- GFCI PROTECTED							
GND- GROUND CONNECTED							
E- EXPLOSION PROOF							
W- WEATHERPROOF AND GFCI PROTECTED							
I- ISOLATED GROUND							
1. USE 5-20R INSTEAD OF 5-15R IF ONLY RECEPTACLE ON CIRCUIT.							
2. RECEPTACLES AND SWITCHES SHALL BE THE SAME MANUFACTURER.							
3. COLOR AND FINISH OR RECP. AND COVERPLATES AS SPECIFIED BY ARCHITECT.							

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RENOVATIONS TO 14165 DEDEAUX ROAD
PURE MARKET C-STORE AND TENANT SPACES
GULFPORT, MISSISSIPPI
OWNER
PURE MARKET, LLC

REVISION HISTORY		DATE	DESCRIPTION
SYMBOL			
DESIGN/INH	SUBMIT		
DRAWING/INH	SCALE	AS SHOWN	
CHECK/INH	DATE	05/21/23	
ELECTRICAL PLAN			
E-101			



LUMINAIRE SCHEDULE

CALLOUT	SYMBOL	LAMP	DESCRIPTION	BALLAST	MOUNTING	MODEL	INPUT WATTS	VOLTS	NOTE 1
B24		(1) 17.5W LED	24\"/>	ELECTRONIC	WALL	LITHONIA WL2 18L LP830 NES7 N100 DIM10	17.5	120 1P 2W	UL LISTED DAMP LOCATION, CENTERED OVER MIRROR
C2		(1) 48.1W LED	2700K, 4000LM, CRI90, 6IN CLEAR, WIDE DIST, MATTE DIFFUSE	ELECTRONIC	RECESSED	GOTTHAM LIGHTING EVO 27/40 6AR WD LD 120 CRI90 EZ1	48.1	121 1P 2W	LED DRIVER
D		(1) 40W LED	LED WET LOCATION ENCLOSED AND GAKETED	ELECTRONIC	SURFACE	LITHONIA DMW2 4000LM ACL MD120 40K 90CRI	74	122 1P 2W	RATED FOR WET LOCATIONS.
EF		(1) 2.3W LED	CEILING MOUNTED LED EXIT LIGHT, RED ON MIRROR, NICKEL CADMIUM BATTERY WITH SELF-DIAGNOSTICS, FIRE ALARM INTERFACE/FLASHING/AUDIABLE FLASHING, LED, NICKEL HOUSING	ELECTRONIC	CEILING	SEE HVAC SCHEDULE	150	123 1P 2W	
EW		(2) 5.4W LED	DUAL HEAD EMERGENCY LIGHT, WHITE, LITHIUM IRON PHOSPHATE, LED, UL LISTED DAMP LOCATION, 50F - 104F, SELF-DIAGNOSTICS, UNIVERSAL VOLATAGE 120-277V 50 OR 60HZ, 6\"/>	ELECTRONIC	WALL	LITHONIA ELM1T W LP06VS LTP SD	19.2	125 1P 2W	MEETS UL924 NFPA 101 DAMP LOCATION LISTED
F2		(1) 41.23W LED	2X4 5000L GTL LED FIXTURE, 4000K, MATTE LENS	ELECTRONIC	RECESSED	LITHONIA LIGHTING 2GT14 5000LM LP840	41.23	126 1P 2W	LED DRIVER
F2N		(1) 41.23W LED	2X4 5000L GTL LED FIXTURE, 4000K, MATTE LENS	ELECTRONIC	RECESSED	LITHONIA LIGHTING 2GT14 5000LM LP840	41.23	127 1P 2W	LED DRIVER, NIGHT LIGHT
J		(1) 32W LED	LOW PRO FILE T8 STRIP LIGHT	ELECTRONIC	WALL	LITHONIA Z1 32 120 GEB108S T1LW	32	128 1P 2W	UL LISTED DAMP LOCATION
M			JUNCTION BOX FOR NEON LIGHTS WITH WALL SWITCH	ELECTRONIC	CEILING		250	129 1P 2W	
X		(1) 100W MH ED-17	DECORATIVE WALL MOUNTED FORWARD THROW METAL HALIDE WITH 10% UP LIGHTING.	ELECTRONIC	CEILING	LITHONIA WSR 100M FTU 120 SCWA	140	130 1P 2W	
SB		LED - 125W 14,362 LUMENS	POLE: SSS-25-4G		POLE	LITHONIA			DSK1-LED-P4-50K-T4M-MVOLT-DBRND
SD		LED - 23W 3,126 LUMENS	EXTERIOR WALL PACK		WALL	LITHONIA			WDGE2-LED-P3-50K-80CRI-MVOLT-DBRND

1. VERIFY ALL FINISH COLORS WITH THE ARCHITECT.
2. MOUNT AND INSTALL ACCORDING TO THE MANUFACTURER'S INSTRUCTIONS.

GENERAL NOTES

- A. LIGHT FIXTURES SHALL BE LOCATED AS CLOSE AS POSSIBLE TO LOCATIONS SHOWN IN THIS PLAN. FIXTURES SHALL ALIGN WITH OR CENTER ON EACH OTHER OR WITH ADJACENT DESIGN ELEMENTS. COORDINATE LOCATIONS OF LIGHT FIXTURES WITH HVAC GRILLES SO THAT THEY ALIGN WITH OR ARE AT LEAST SYMMETRICAL WITH EACH OTHER WHERE THERE MAY BE CONFLICTS. GRILLES AND REGISTERS SHALL BE LOCATED AS REQUIRED SO THAT THEY ALIGN WITH LIGHT FIXTURES. LIGHT FIXTURE AND SWITCH LOCATIONS SHALL BE REVIEWED AND APPROVED BY OWNER BEFORE INSTALLATION OF GYPSUM BOARD OR OTHER WALL & CEILING FINISHES.
- B. CENTER ITEMS SHOWN IN CEILING AREAS UNLESS OTHERWISE NOTED.
- C. SWITCHES SHALL BE LOCATED ADJACENT TO BUT NOT INTERSECTING DOOR CASING OR TRIM. VERIFY SIZE OF TRIM AND SELECTION FOR EACH ROOM WITH OWNER. PROVIDE GANG BOXES FOR GROUPED SWITCHES AND COVER WITH A SINGLES PLATE DESIGNED FOR THAT PURPOSE. SWITCHES SHALL BE MOUNTED TYPICALLY AT 48\"/>
- D. RIGIDLY SUPPORT ALL FIXTURES FROM CEILING FRAMING. SEE FLOOR PLAN FOR CEILING HEIGHTS.
- E. VERIFY DEVICE AND PLATE COLORS WITH OWNER.
- F. IF REQUIRED BY OWNER, ADD ROUGH-IN FOR LANDSCAPE LIGHTING FOR FUTURE LANDSCAPING. VERIFY LOCATION, TYPE AND SWITCHING.
- G. WALL MOUNTED FIXTURES & EXTERIOR FLOOR LIGHTS TO BE PROVIDED AS REQ'D BY OWNER. VERIFY FIXTURE TYPE AND LOCATION.
- H. THIS LAYOUT IS INTENDED TO SHOW A SCHEMATIC LAYOUT ONLY. SIZING & LOCATIONS OF ELECTRICAL SYSTEM COMPONENTS, INCLUDING, BUT NOT LIMITED TO, GROUNDING RODS, WIRE, PANELS, CONDUITS, & DISCONNECTS SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.
- I. THE ELECTRICAL CONTRACTOR SHALL PROVIDE A COMPLETE AND OPERATIONAL ELECTRICAL SYSTEM AS REQUIRED TO COMPLY WITH APPLICABLE CODES AND STANDARDS.
- J. SMOKE DETECTORS SHALL BE WIRED INTO ELECTRICAL SYSTEM & INSTALLED IN ACCORDANCE WITH NFPA72. IF PERMITTED BY CODE, BATTERY OPERATED SMOKE DETECTORS MAY BE PROVIDED.
- K. INSTALL RECEPTACLES AT COUNTER LOCATIONS AT 4\"/>
- L. A PANEL SCHEDULE SHALL INCLUDE THE FOLLOWING MIN. # OF CIRCUITS:
 - ONE 15 AMPERE BRANCH CURRENT FOR EACH 600 SF FOR LIGHTING AND GENERAL PURPOSE RECEPTACLES.
 - ONE BRANCH FOR A/C AND HEATING.
- M. GFCI PROTECTION IS REQ'D FOR RECEPTACLES IN WET LOCATIONS.
- N. PROVIDE A SEPARATE BREAKER BOX FOR THE KITCHEN TO INCLUDE ALL KITCHEN EQUIPMENT LOADS. REFER TO KITCHEN EQUIPMENT SUBMITTAL FOR DETAILED UTILITY REQUIREMENTS.
- O. DATA/COMM BACKBOARD: PROVIDE 36\"/>
- P. PROVIDE RECEPTACLES FOR THE FOLLOWING IN OFFICE. COORDINATE LOCATION WITH OWNER.
 - SOUND SYSTEM CONTROLS - SINGLE 120V AC
 - SECURITY SYSTEM CONTROLS - SINGLE 120V AC
 - INTERNET SYSTEM CONTROLS - SINGLE 120V AC
 - THREE ADDITIONAL CONVENIENCE OUTLETS TO BE LOCATED PER OWNER REQUEST.
- Q. RECEPTACLES LABELED "POS" SHALL BE DEDICATED CIRCUITS FOR THE POS SYSTEM TERMINALS. COORDINATE FINAL LOCATIONS WITH OWNER.
- R. MOUNT ALL RECEPTACLES, CABLE & DATA PORTS FOR TELEVISION AT 84\"/>
- S. PROVIDE 24V CONNECTION FOR AC THERMOSTATS. VERIFY THERMOSTAT LOCATIONS WITH HVAC CONTRACTOR.
- T. PROVIDE 120V CONNECTIONS FOR RESTROOM EXHAUST FANS. VERIFY LOCATIONS WITH HVAC CONTRACTOR.
- U. ELECTRICAL CONTRACTOR TO MAKE FINAL CONNECTIONS TO WALK-IN COOLER. EC TO VERIFY CONNECTION TYPE, LOCATIONS, WIRE SIZE, ETC. AS REQUIRED TO MAKE EQUIPMENT FULLY FUNCTIONAL & OPERATIONAL. REFER TO COOLER SUBMITTAL DRAWINGS FOR MORE DETAILED INFORMATION.



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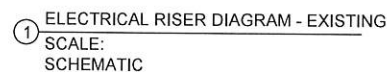
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PURE MARKET C-STORE AND TENANT SPACES
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REVISION HISTORY	DATE
SYMBOL	
DESCRIPTION	
DESIGN/IMH	SUBMIT/
DRAWN/IMH	SCALE AS SHOWN
CHECK/IMH	DATE 05/01/23

LIGHTING PLAN

E-102



NOTE
Electrical Contractor shall provide the following circuits for the fueling system power. The subpanel shall be located in the Electrical Room. Coordinate final quantities and locations with Fuel system equipment provider.

- 4- Sub-pumps 220v 12amp each, each need 20 amp double pole breaker
- 8- Gilbarco MPD dispensers 110v 4amp each, each need 20 amp single pole switched neutral breakers (these breakers take up 2 spaces).
- 1 - Gilbarco Fuel management controller 110v 3 amp each, installed on a 20 amp single pole breaker.
- 1- EVO 200 Tank monitoring system 110v 3 amps installed on a 20 amp circuit.

Suggested Panel size: Install 125-200 amp single phase 208-220v panel with 30 breaker spaces. (Only fuel equipment in this panel)

Will require 24-3/4" rigid conduits stubbed out of building for fuel equipment.



SCHEDULE OF FEEDERS						
FEEDER NUMBER	STO. OR BRK TRIP SIZE	FUSE NUMBER	GROUND CONDUCTOR SIZE	PHASE CONDUCTOR SIZE	NEUTRAL CONDUCTOR SIZE	CONDUIT SIZE
1	20	1	# 8	3# 12	1# 12	1"
2	30	1	# 10	4# 10 THWN	4# 10 THWN 3/4	1 1/2"
3	60	1	# 8	4# 6 THWN	4# 6 THWN	1-1/4"
4	100	1	# 6	3# 8	1# 8	1-1/2"
5	100	1	# 6	4# 3 THWN	3# 3 THWN	1-1/4"
6	125	1	# 6	4# 1 THWN	4# 1 THWN	1-1/2"
7	150	1	# 6	4# 10 THWN	4# 10 THWN	2"
8	200	1	# 4	4# 3/0 THWN	4# 3/0 THWN 2	2"
9	225	1	# 4	3# 4/0 THWN	1# 4/0 THWN	2 1/2"
10	400	2	1# 1/0	3# 600kcmil (Al)	3# 600kcmil (Al)	3 1/2"
11	400	2	1# 1/0	4# 3/0 THWN	4# 3/0 THWN	2 1/2"
12	600	2	1# 3/0	4# 300HVN MCM	4# 300HVN MCM 3/4	3"
13	600	3	1# 3/0	4# 350HVN MCM	4# 350HVN MCM 3/4	3"
14	1000	3	2# 000kcmil (Al)	600kcmil (Al)	600kcmil (Al)	4"
14	1200	4		500kcmil (Al)	500kcmil (Al)	4"
15	2000	6		600kcmil (Al)	600kcmil (Al)	4"



Architecture
Planning
Project Management

PO Box 24628
Jackson, MS 39225
601.351.5401
kffdesignsarch@gmail.com

FOR PERMIT



OWNER
PURE MARKET, LLC

[illegible]

DESIGN	MH	SUBMIT	.
DRAWN	MH	SCALE	AS SHOWN
CHECK	MH	DATE	05/01/23

MECHANICAL PLAN

E-501

Our File: B211132

Prepared by & Return To:
Robert T. Schwartz, Esq.
Schwartz, Orgler & Jordan, PLLC
P.O. Box 4682
Biloxi MS 39535
228-388-7441
MSB # 10482



J1 - GULFPORT DISTRICT
INSTRUMENT 2021-0034709-D-J1
FILED/RECORDED 12/20/2021 2:46:01 PM
TOTAL FEES \$27.00
6 PAGES RECORDED

Index in Sec 10-7-11

STATE OF MISSISSIPPI
COUNTY OF HARRISON

SPECIAL WARRANTY DEED

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

Hancock Whitney Bank FKA Hancock Bank, P.O. Box 4019, Gulfport, MS 39502, 228-868-4000

does hereby sell, convey and warrant specially unto

J & R Properties, a Mississippi general partnership, consisting of equal partners: J. Salloum Properties, Inc. and R. Salloum Investments, Inc., P.O. Box 1176, Gulfport, MS 39502, 228-861-7071

the following described land and property being located in the First Judicial District of Harrison County, Mississippi, being more particularly described in the attached Exhibit "A".

For the same consideration the Grantor further quitclaims and releases to the Grantee the property described by survey metes and bounds description on the attached Exhibit "B".

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

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

THE PROPERTY IS CONVEYED in its "AS-IS, WHERE IS" condition pursuant to the contract between the parties.

The Parties hereby further agree that this property is conveyed and transferred subject to the following covenant and restriction for a period of five (5) years from the date of this deed (collectively, the "Restrictive Covenant"):

The Property shall not be used, possessed, or occupied (a) as a branch, facility, institution, location or place for any national or state chartered banks, savings and loans, homesteads, or credit unions, or any other banking organization, whether chartered by the State of Louisiana Office of Financial Institutions and regulated by the Depository Institutions Division of that agency, or not, however, and non-withstanding the foregoing, Purchaser, its successors, assigns and grantees may use or lease the property to any business whose primary business is not banking, but whose business activities may include any of the following as incidental to their business such as, cashing or paying checks, providing installment terms in the sale of their merchandise, or provide "layaway" or purchases or selling insurance to their customer. This covenant and restriction shall be deemed a covenant running with the land to the fullest extent permitted by Mississippi law, and shall pass to and be binding upon the Purchaser's successors and assigns in title to the Property.

EXHIBIT A LEGAL DESCRIPTION

A parcel of land situated in the Southeast quarter of Section 10, Township 7 South, Range 11 West, Harrison County, Mississippi, and being more particularly described as follows:

Beginning at the intersection of the South right-of-way line of Dedeaux Road with the Eastern right-of-way line of Three Rivers Road, as both are now, July 28, 1971, laid out and in use, and run thence North 89 degrees 20 minutes East, along the South right-of-way line of Dedeaux Road 250.00 feet, run thence South 0 degrees 40 minutes East, 166.75 feet, run thence South 89 degrees 20 minutes West, 360.43 feet to the said Eastern right-of-way of Three Rivers Road, run thence North 32 degrees 51 minutes East, along the said Eastern right-of-way of Three Rivers Road, 200.00 feet to the point of beginning.

LESS AND EXCEPT that portion thereof conveyed to Harrison County, State of Mississippi for the use in the reconstruction, improving, widening and paving along Dedeaux Road and Three Rivers Road; pursuant to "Right-of-Way Easement" from Chevron U.S.A., Inc. (a Pennsylvania corporation) dated February 10, 1988 and which is recorded in the Records of Deeds Book 1110, at Pages 438-442, and described more particularly as follows:

Beginning at a point on the East line of the above described parcel and 37.5 feet Southerly of the centerline of Dedeaux Road; thence South 89 degrees 20 minutes 28 seconds West along a line parallel with and 37.5 feet South of said centerline 229.03 feet; thence Westerly and Southwesterly along a tangential curve to the left having a central angle of 56 degrees 19 minutes 51 seconds and a radius of 42 feet for a distance of 41.29 feet to a point which is 32 feet Southeasterly of the centerline of Three Rivers Road; thence South 33 degrees 00 minutes 37 seconds West parallel with said centerline 163.44 feet, more or less, to a point on the South property line of the parcel described above, and there terminating.

This parcel is located in the Northwest quarter of the Southeast quarter of Section 10, Township 7 South, Range 11 West, Harrison County, Mississippi, and contains approximately 0.069 acres.

Also Less and except any portion of the subject property conveyed to the City of Gulfport, Mississippi by deed recorded as Instrument Number 2013-5753DJ1.

Tax Parcel Number: 0808P-01-009.000

IN WITNESS WHEREOF, Hancock Whitney Bank FKA Hancock Bank has caused this conveyance to be executed by its duly authorized officer, after having first been duly authorized to do so, on this the 16th day of December, 2021.

Hancock Whitney Bank FKA Hancock Bank

BY: Melissa Airhart
Melissa Airhart, Assistant Vice President

STATE OF Louisiana
Parish
COUNTY OF Orleans

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Melissa Airhart, who acknowledged that she is the Assistant Vice President of Hancock Whitney Bank FKA Hancock Bank, and as its act and deed, she signed, sealed and delivered, the above and foregoing instrument of writing on the day and in the year therein mentioned, for and on behalf of said entity after having been first duly authorized to do so.

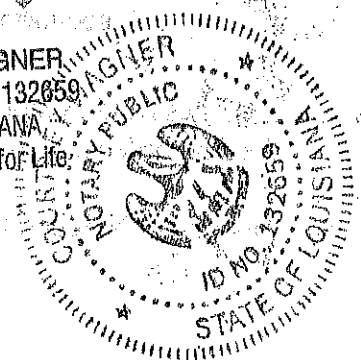
GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 16th day of December, 2021.

Courtney Wagner
NOTARY PUBLIC

My Commission Expires:



COURTNEY WAGNER
NOTARY PUBLIC No. 132659
STATE OF LOUISIANA
My Commission is for Life



**EXTRACT OF THE MINUTES OF THE MEETING
OF THE EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS
OF HANCOCK WHITNEY BANK**
Held Thursday, June 24, 2021

RESOLVED, that Stephen P. Duffy, Vice President and Melissa Alrhart, Assistant Vice President, each acting alone is hereby authorized to execute and deliver such acts, instruments and documents that may be necessary and appropriate in order to sell, transfer, convey, or assign, without any warranties, liability or recourse except those limited warranties relating to Hancock Whitney Bank's or other HW Entity's tenure as owner, which may be required or customary in some states, all of Hancock Whitney Bank's rights, titles and interests to the property described below, for such price or prices, for such considerations, and on such other terms, conditions, exceptions and stipulations as any such authorized officer above designated, so executing and delivering such acts, instruments and documents, may, in the absolute discretion of such authorized officer, be deemed necessary and appropriate.

A parcel of land situated in the SE $\frac{1}{4}$ of Section 10, Township 7 South, Range 11 West, Harrison County, Mississippi, and being more particularly described as follows:

Beginning at the intersection of the south right-of-way line of Dedeaux Road with the eastern right-of-way line of Three Rivers Road, as both are now, July 28, 1971, laid out and in use, and run thence North 8920" East along the south right-of-way line of Dedeaux Road 250.00 feet; thence South 0040" East 166.75 feet; run thence South 20' 89" West 360.43 feet to the eastern right-of-way of Three Rivers Road; run thence North 3251" East along the eastern right-of-way of Three Rivers Road 200.00 feet to the Point of Beginning.

Less and Except that portion thereof conveyed to Harrison County, State of Mississippi for the use in the reconstruction, improving, widening and paving along Dedeaux Road and Three Rivers Road; pursuant to "Right-of-Way Easement from Chevron U.S.A., Inc." (a Pennsylvania Corporation) dated February 10, 1988 and which is recorded in the Records of Deeds Book 1110 at Pages 438-442, and described more particularly as follows: beginning at a point on the east line of the above described parcel and 37.5' southerly of the centerline of Dedeaux Road; thence South 8928' 20" West along a line parallel with and 37.5' South of said centerline 229.03 feet; thence westerly and southwesterly along a tangential curve to the left having a central angle of 5651' 19" and a radius of 42' for a distance of 41.29 feet to a point which is 32' southeasterly of the centerline of Three Rivers Road; thence South 3337' 00" West parallel with said centerline 163.44 feet, more or less, to a point on the south property line of the parcel described above, and there terminating. This parcel is located in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 10, Township 7 South, Range 11 West, Harrison County, Mississippi and contains approximately 0.069 acres.

* * * * *

I, Patricia K. Loupe, Sr. Assistant Corporate Secretary of Hancock Whitney Bank, do hereby certify that the above and foregoing is a true and correct copy of the resolution unanimously adopted by the Executive Committee of the Board of Directors of Hancock Whitney Bank at its meeting held on June 24, 2021, a quorum being present and voting, and that such resolution is in full force and effect, without revocation, amendment or change as of the date of this certification.

This certification dated and signed this 8th day of November, 2021.

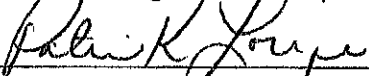

Sr. Assistant Corporate Secretary

Exhibit "B"

A parcel of land situated and being located in the Northwest Quarter of the Southeast Quarter (NW 1/4 of the SE 1/4) of Section 10, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

BEGINNING at a concrete monument with iron rod located at the intersection of the easterly margin of Three Rivers Road with the southerly margin of Dedeaux Road; thence run from said POINT OF BEGINNING North 89 degrees 30 minutes 39 seconds East along the southerly margin of Dedeaux Road a distance of 262.77 feet to a 3/4-inch iron rod; thence departing the southerly margin of Dedeaux Road run South 01 degrees 43 minutes 53 seconds West a distance of 147.05 feet to a 3/4-inch iron rod; thence run North 89 degrees 44 minutes 22 seconds West a distance of 346.35 feet to a concrete monument with iron rod on the easterly margin of Three Rivers Road; thence run North 31 degrees 35 minutes 12 seconds East along the easterly margin of Three Rivers Road a distance of 168.06 feet to the POINT OF BEGINNING.

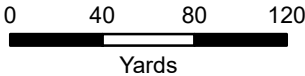
Said parcel contains 1.013 acres, more or less.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			PURE MARKET LLC	139 HWY 61	MADISON	MS	39110
			ADVANCED BLDG SPECIALTIES INC	213 N MAIN ST SUITE C	PETAL	MS	39465
			Adjacent Property Owners				
46572	0808I-02-054.000		MILLER KIMBERLY S	108 RUSS RD	GULFPORT	MS	39503
53260	0808I-02-056.000		MS CITY CHURCH OF CHRIST	12548 E 31ST AVE	AURORA	CO	80010
53266	0808I-01-006.000		HENSLEY ENTERPRISES INC	P O BOX 3347	GULFPORT	MS	39505
46567	0808I-02-049.000		TEMPLE BAPTIST CHURCH LTD	14190 DEDEAUX RD	GULFPORT	MS	39503
53256	0808I-01-005.000		WEE ONES CHILD CARE INC	11376 THREE RIVERS RD	GULFPORT	MS	39503
53257	0808I-01-010.000		JACKSON GARY D & LINDA M	11340 THREE RIVERS RD SUITE A	GULFPORT	MS	39503
46570	0808I-02-052.000		LEE JOHN W JR	RT 8 104 RUSS RD	GULFPORT	MS	39501
46569	0808I-02-051.000		PRITCHARD BRENDA -L/E-	102 RUSS RD	GULFPORT	MS	39503
1708	0808P-02-001.002		BENEFIELD PROPERTIES LLC	100 BAYOU CIRCLE	GULFPORT	MS	39507
46571	0808I-02-053.000		HART STANLEY D & LAURA M H	106 RUSS ROAD	GULFPORT	MS	39503
1710	0808P-02-001.003		THREE RIVERS LLC	PO BOX 66	VICKSBURG	MS	39181
124490	0808P-01-010.006		SALLOUM JOSEPH NAOUM & RICHARD P	10071 LORRAINE RD	GULFPORT	MS	39503
124488	0808P-01-010.004		RIEMANN FUNERAL PROPERTIES LLC	P O BOX 56005	HOUSTON	TX	77256
1711	0808P-02-001.004		PEOPLES BANK THE	155 LAMEUSE ST	BILOXI	MS	39530
134875	0808P-02-001.008		SOUTHERN EDGE LLC	9259 36TH ST	SCOTTS	MI	49088
57835	0808P-01-008.000		MOEINI MOHAMMAD -ESTATE-	P O BOX 8833	GULFPORT	MS	39506
101403	0808P-01-008.001		COOPER CHARLES III & DOROTHY A	18 JOANNA LANE	GULFPORT	MS	39503
57841	0808P-01-009.000		J & R PROPERTIES	P O BOX 1176	GULFPORT	MS	39502
57840	0808P-01-010.000		AGAP GULFPORT LLC	150 E 52ND STREET SUITE 32002	NEW YORK	NY	10022
53267	0808I-01-012.000		WHEELER EDWARD S & DEBORAH A	14120 DEDEAUX RD	GULFPORT	MS	39503
53258	0808I-01-011.000		JACKSON GARY D & LINDA M	11611 JOHN ROSS RD	GULFPORT	MS	39503



Legend

-  Site
-  Adjacent Properties
-  Street
-  Buildings



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.

RE: Planning Commission Approval 2307PC072, by agents Advanced Bldg Specialties, Inc & Taylor Higgason, seeking approval for a convenience store use in a B-2 Zoning District at Tax Parcel 0808P-01-009.000, 14165 Dedeaux Rd, Zoned B-2 (General business), Ward 5

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, July 27, 2023**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agenda/> then click the City of Gulfport Planning Commission for **Thursday, July 27, 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.



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	441421	Print Legal Ad-IPL01303580 - IPL0130358		\$92.65	2	62 L

Attention: Matilda Welch
GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

LEGAL NOTICE PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, July 27, 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.

Planning Commission Approval 2307PC071, by owner Daniel Chirinos, seeking approval for a home occupation administrative office use for a ride share company at Tax Parcel 0908J-01-001.099, 11345 Mia Dr, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2307PC072, by agents Advanced Bldg Specialties, Inc & Taylor Higgason, seeking approval for a convenience store use in a B-2 Zoning District at Tax Parcel 0808P-01-009.000, 14165 Dedeaux Rd, Zoned B-2 (General business), Ward 5

General Plan 2307PC083, by agent Elliott Homes LLC, Tax Parcel 10100-02-050.000, seeking approval of General Plan for a new 78-lot subdivision (Palm Heights) at 1856 Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

General Plan 2307PC084, by agent Rumsey Engineering, Tax Parcels 0807F-01-003.000 & 0807F-01-004.000, seeking approval of a new 84-lot, single family residential development (Swan Ridge) at 15221 & 15201 Swan Rd, Zoned R-1-10 (Single-family), Ward 7

Zoning Text Amendment 2301PC008, by City of Gulfport, Amendments to the Accessory Building Ordinance Sec. IV. Supplementary regulations. (2) Accessory building; to consider changes to limitations on size, height, setbacks, number allowed, and definitions.

Zoning Text Amendment 2302PC016, by agent David P. Sullivan, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III. (K), (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+ zoning districts.

Zoning Map Amendment 2307PC070, by owner Michael Wilson, Requesting to rezone Tax Parcel 0807H-01-010.001 from R-1-15 (Single-family) to R-E (Residence estate), South Swan Rd, Ward 7

Zoning Map Amendment 2307PC076, by agent Johnathan Marshall, Requesting to rezone Tax Parcel 0808M-03-006.000 from R-B (Residence-business) to B-1 (Neighborhood business), 11149 Old Hwy 49, Ward 7

Zoning Map Amendment 2307PC077, by agent Schwartz, Orgler, and Jordan, PLLC, Requesting to rezone Tax Parcel 0711O-03-034.000 from T4+ (General Urban Zone "Plus") to T5 (Urban Center Zone), 4310 W Beach Blvd, Ward 2

Zoning Map Amendment 2307PC079, by owner Jeanette Ladner, Requesting to rezone Tax Parcel 0711P-01-002.000 from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), W Beach Blvd, Ward 2

This the 5th day of July 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0130358
Jul 12 2023

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Dallas County, Texas personally appeared Stefani Beard, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue(s) of:

1 insertion(s) published on:
07/12/23

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

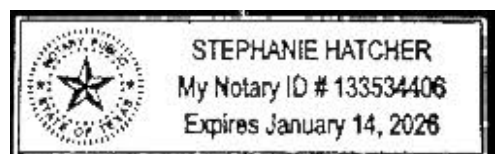
Stefani Beard

Sworn to and subscribed before me this 19th day of July in the year of 2023

Stephanie Hatcher

Notary Public

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



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

MEMORANDUM

To: City of Gulfport Planning Commission

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

Date of Hearing: July 27, 2023

Re: General Plan 2307PC083:

General Plan 2307PC083, by agent Elliott Homes LLC, Tax Parcel 1010O-02-050.000, seeking approval of General Plan for a new 78-lot subdivision (Palm Heights) at 1856 Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Technical Report

*General Plan
(Swan Ridge)*

GENERAL INFORMATION

Case File Number: 2307PC083

Hearing Date: July 27, 2023

Current Zoning/Use: R-1-7-5 / Vacant

Legal: General Plan 2307PC083, by agent Elliott Homes LLC, Tax Parcel 10100-02-050.000, seeking approval of General Plan for a new 78-lot subdivision (Palm Heights) at 1856 Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

TECHNICAL DETAILS

The applicant requests approval of a General Plan to convert 19.82 acres of land into an 78-lot, residential subdivision named Palm Heights Subdivision, located at 1856 Beach Blvd., Zoned R-1-7.5 (Single-family) district. The R-1-7.5 zoning districts requires a minimum lot size of 7,500 square feet and with a lot width of 60-feet at the building setback line. In addition, every lot shall abut upon a dedicated street for at least thirty- five (35) feet. The applicant meet or exceed the city's requirements. Further, the required setbacks for this particular zoning district are as follows; Front setback of 25-feet, side setback of 8-feet, and a rear setback of 8-feet thus, the applicant meets requirements.

However, the applicant must provide a sidewalk plan, all sidewalks to be constructed by developer prior to final plat. Applicant must also provide a traffic study. Right-of-way width shall be 60 feet. Article III (9-50)(B)(13). Further, applicant must provide drainage calculations for 50, 100, & 500 Year storm.

Subdivision regulations require a multitude of items for development and this project meets and does not meet several of them.

A. Meets:

- a. Lot sizes
- b. Lot access to planned public roads
- c. Required Setbacks

B. Does not meet:

- a. Right-of-way width 60 feet. Article III (9-50)(B)(13)
- b. Provide a traffic study.
- c. Provide sidewalk plan. All sidewalks to be constructed by developer prior to final plat.
- d. Provide construction plans at time of permitting.
- e. Applicant must provide drainage calculations for 50, 100, & 500 Year storm.
- f. Would prefer that island at entrance is pushed further back to increase area of entry for emergency vehicles. Also, would prefer first fire hydrant to be located at lots 5, 6, and 7 and then 500' increments

Technical Report

General Plan
(Swan Ridge)

EXECUTIVE SUMMARY

Subdivision regulations require a multitude of items for development and this project meets and does not meet several of them. If approved, the applicant must correct the following items when submitting the Final Plat. Right-of-way width if 60-feet required, provide sidewalk plan, all sidewalks to be constructed by developer prior to final plat, provide traffic study, and provide drainage calculations for 50,100,and 500 Year storm, Further, The Fire Department states that "Would prefer that island at entrance is pushed further back to increase area of entry for emergency vehicles. Also, would prefer first fire hydrant to be located at lots 5, 6, and 7 and then 500' increments.

Any approval should consider these conditions:

1. Right-of-way width 60 feet. Article III (9-50)(B)(13)
2. Provide a traffic study.
3. Provide sidewalk Plan. All sidewalks to be constructed by developer prior to final plat. for 50, 100, & 500 Year storm.
4. Would prefer that island at entrance is pushed further back to increase area of entry for emergency vehicles. Also, would prefer first fire hydrant to be located at lots 5, 6, and 7 and then 500' increments.
5. All these protect trees need to be preserved & protected. They will remain through the development of the property & during the building phase

DEPARTMENTAL CONDITIONS

Engineering:

Conditions. Memo dated 7/17/23.

1. Right-of-way width 60 feet. Article III (9-50)(B)(13)
2. Provide a traffic study.
3. Provide sidewalk Plan. All sidewalks to be constructed by developer prior to final plat.
4. Provide construction plans at time of permitting.
5. Provide drainage calculations for 50, 100, & 500 Year storm.

Public Works:

Conditions. See engineering comments. Memo dated 7/17/23.

Traffic and Safety:

No conditions. Memo dated 7/17/23.

Building Code Services:

Conditions. Must meet all current Building Codes and City of Gulfport Ordinances. Memo dated 7/11/23.

GIS:

No conditions. Memo dated 7/14/23.

Police Department:

No conditions. Memo dated 7/12/23.

Technical Report

General Plan

(Swan Ridge)

Fire Department:

Conditions. Would prefer that island at entrance is pushed further back to increase area of entry for emergency vehicles. Also, would prefer first fire hydrant to be located at lots 5, 6, and 7 and then 500' increments. Memo dated 7/12/23

City Arborist:

Conditions. All these protect trees need to be preserved & protected. They will remain through the development of the property & during the building phase. Memo dated 7/11/23

DIRECTOR APPROVAL

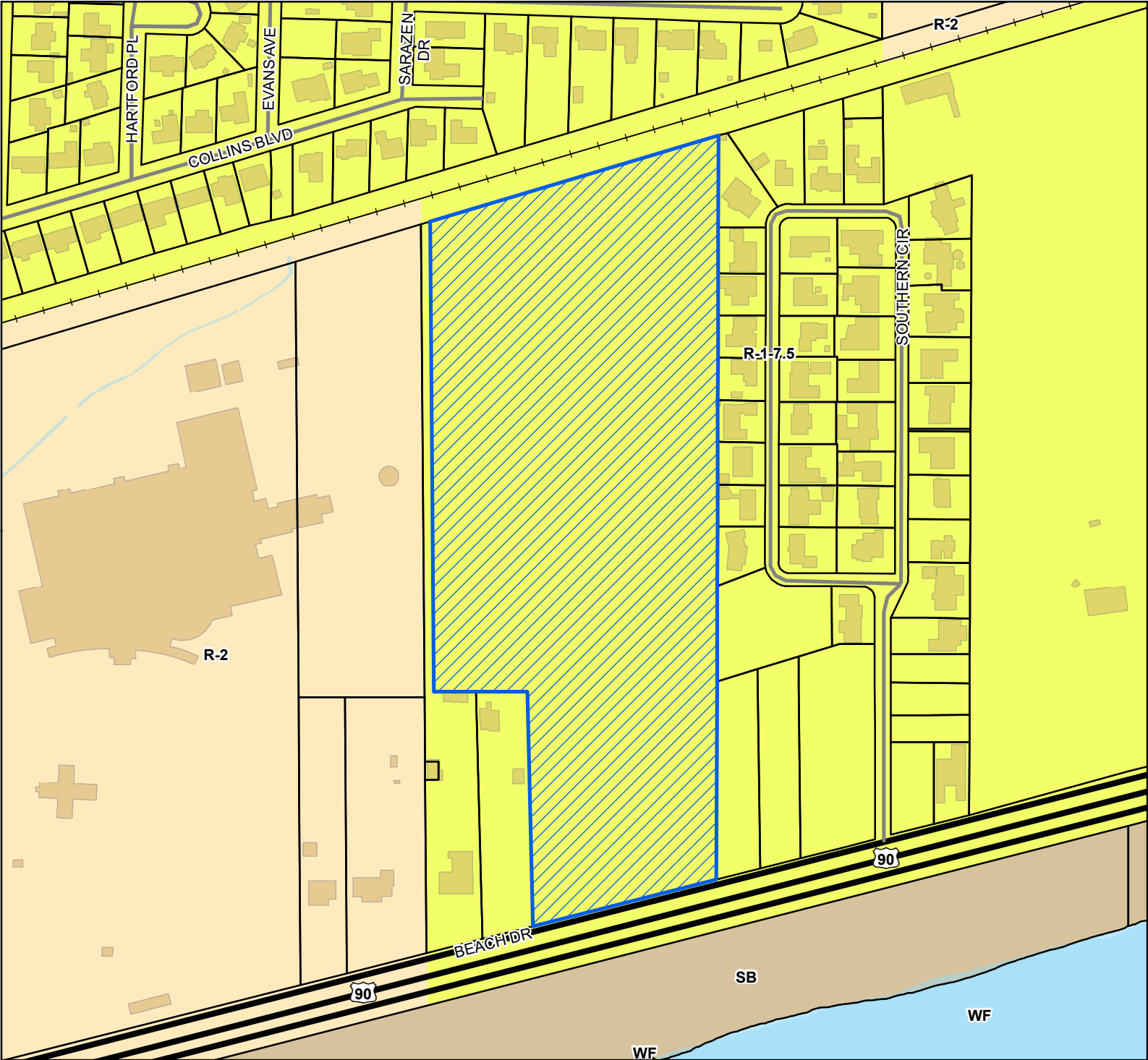
This report has been reviewed and approved by:



Greg Holmes

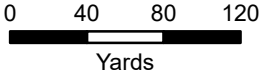
Director of Urban Development Department





- Site
- US or State Highway
- Street
- Railroad
- Parcels
- Buildings
- Water Features
- Zoning**
 - R-1-7.5 - Single Family Residence District (Low Density)
 - R-2 - Single Family Residence District (Medium Density)
 - SB - Sand Beach
 - WF - Water Front

Site Information
10100-02-050.000
Zoning: R-1-7.5 (Single Family)
Size: 22 acres
Flood: X



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.



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

APPLICATION FOR GENERAL SUBDIVISION PLAN

Property Information

TAX PARCEL #

1	0	1	0	0

 -

0	2

 -

0	5	0

 •

0	0	0

For Staff Use Only
Case File #: 2307PC083
Date Received: 6-6-23
Receipt #: _____
Received By: KCB
Zoning: R-17.5
Ward: 2 Flood: X
Size: 22 acres

(If necessary, use separate sheet of paper)

Address of Property Involved: 1856 Beach Blvd, Gulfport, MS 39507

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

General Location: Adjacent to Southern Circle Beach Blvd/HWY 90

GENERAL DESCRIPTION OF REQUEST:

Palm Heights Subdivision located off Beach Dr US HWY 90 in Gulfport, MS.

General Site Plan Approval _____

OWNERSHIP AND CERTIFICATION:

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

OWNER

William Carey University - Ben Burnett

Printed Name Of Owner

710 William Carey Pkwy

Mailing Address

Hattiesburg MS 39402

City State Zip code
601-318-6144

Home Phone Work/Cell Phone

BBurnett@wmcarey.edu

Email

DocuSigned by:

6/1/2023 | 12:29 PM CDT

Signature Of Owner

AGENT

Elliott Homes LLC

Printed Name Of Agent

1402 Pass Rd

Mailing Address

Gulfport MS 39501

City State Zip code
941-468-1058

Home Phone Work/Cell Phone

jflaming@myelliottthome.com

Email

Signature Of Agent

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

☐

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

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

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

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE _____

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES

PERSON/AGENT FOR YOU: BOBBY HEINRICH - Robert B. Heinrich

Certificate Of Completion

Envelope Id: C43CDB0B74284E2B9AA178161ED6990E

Status: Completed

Subject: Complete with DocuSign: GeneralPlanApp - June 6th Agenda.pdf

Source Envelope:

Document Pages: 5

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Josh Fleming

AutoNav: Enabled

1402 Pass Road

Envelopeld Stamping: Enabled

Gulfport, MS 39501

Time Zone: (UTC-06:00) Central Time (US & Canada)

jfleming@myelliottthome.com

IP Address: 159.118.223.161

Record Tracking

Status: Original

Holder: Josh Fleming

Location: DocuSign

6/1/2023 9:49:22 AM

jfleming@myelliottthome.com

Signer Events

Ben Burnett

bburnett@wmcarey.edu

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



5477253EC45C48C...

Signature Adoption: Drawn on Device

Using IP Address: 50.86.51.153

Signed using mobile

Timestamp

Sent: 6/1/2023 9:50:35 AM

Viewed: 6/1/2023 12:28:55 PM

Signed: 6/1/2023 12:29:24 PM

Electronic Record and Signature Disclosure:

Accepted: 6/1/2023 12:28:55 PM

ID: 9419d165-59d8-4b80-90d0-49c7cbee70ca

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Josh Fleming

jfleming@myelliottthome.com

Elliott Homes

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 6/1/2023 12:29:25 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

6/1/2023 9:50:36 AM

Certified Delivered

Security Checked

6/1/2023 12:28:55 PM

Signing Complete

Security Checked

6/1/2023 12:29:24 PM

Completed

Security Checked

6/1/2023 12:29:25 PM

PALM HEIGHTS SUBDIVISION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made this the _____ day of _____, 20____, by Elliott Land Developments, LLC a Mississippi Limited Liability companies, for itself, its successors, grantees and assigns, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in City of Gulfport, Harrison County, Mississippi, which is more particularly described as follows, to-wit:

Lots 1 through 75, inclusive, PALM HEIGHTS SUBDIVISION, City of Gulfport, Harrison County, Mississippi, according to a plat thereof recorded in Plat Book ____ at page ____ of the Land Deed Records of Harrison County, Mississippi.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

- Section 1.** "Association" shall mean and refer to PALM HEIGHTS SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a Mississippi non-profit corporation, its successors and assigns.
- Section 2.** "Board" or "Board of Directors" shall mean the Board of Directors of the PALM HEIGHTS SUBDIVISION Homeowners Association, Inc.
- Section 3.** "Builder" shall mean any Person or legal entity that purchases one or more Lots for the purpose of constructing improvements for later sale to consumers.
- Section 4.** "Building Site" shall mean those fractional parts of adjacent lots or one or more lots and all or a portion of an adjacent lot within the subdivision, which are more particularly described and defined in Section 2 of Article VI of this Declaration.
- Section 5.** "Common Area" shall mean all real property (including improvements thereto) owned by the Association and/or which the Association members have the right to use and enjoy and also all rights of easement and license and shall include any and all other property shown on the recorded plat of Palm Heights Subdivision, but with the exception of

and excluding the platted lots and parcels, and with the exception of and excluding the drainage and utility easements and the streets and/or roads.

- Section 6. "Declarant" shall mean and refers to Elliott Land Developments, LLC, a Mississippi limited liability companies, and its successors and assigns.
- Section 7. "Director" shall mean a member of the Board of Directors of the Association.
- Section 8. "Home" or "Dwelling" shall mean and refer to any building situated upon a Lot or Building Site which is designated and intended for use and occupancy as a residence by a single family.
- Section 10. "Living Unit" shall mean and refer to a Lot and the Home constructed thereon.
- Section 11. "Lot" shall mean and refer to any numbered lot as illustrated and shown on the plat of PALM HEIGHTS SUBDIVISION as recorded in the public records of Harrison County, Mississippi.
- Section 12. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article II, Section 1 hereof.
- Section 13. "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- Section 14. "Properties" or "Property" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II

MEMBERSHIP, VOTING RIGHTS, AND GOVERNANCE OF THE ASSOCIATION

- Section 1. Every Owner of a Lot in Palm Heights Subdivision shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.
- Section 2. The Association shall have two classes of voting membership and one class of non-voting membership, as follows:
- CLASS A. Class A members shall be all owners, except for the Declarant, and shall be entitled to one vote for each Lot or Building Site owned in Palm Heights Subdivision. When more than one person owns an interest in any Lot of Building Site, all such persons shall be members. The vote for such Lot of Building Site shall be exercised as they determine, but in no event shall more than one vote be case with respect to any Lot or Building Site.
- CLASS B. The Class B member(s) shall include the Declarant, and shall be entitled to four votes for each Lot owned in Palm Heights Subdivision.

Section 3. Governing Body: Composition:

The affairs of the Association shall be governed by a Board of Directors, the members of which must own property in PALM HEIGHTS SUBDIVISION; provided, however, no Person and his or her spouse may serve on the Board at the same time. The number of Directors shall be either three or five. The Board members shall also serve as the officers of the Association.

ARTICLE III
COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Building Site and/or Lot owned within the subdivision, hereby covenants, and each Owner of any Building Site and/or Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements; such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used for the improvement, landscaping, replacement, maintenance, repair, enhancement, enlargement, and operation of the Common Area, if any, and improvements thereon, if any; for maintaining and lighting the entranceways and fence ways attached to entranceways and appurtenant landscaping; and for maintaining and lighting entranceway signs.

Section 3. Maximum Annual Assessments.

Notwithstanding the recording date of these covenants, the annual assessment for Class A and Class B members owning property in Palm Heights Subdivision shall be first set concurrent with the assessment by the Association for the next fiscal year beginning on January 1, 20____, payable in advance.

(a) The maximum annual assessment shall be determined by the Board of Directors of the Association and may not be increased more than 10% above the maximum assessment for the previous year without a vote of the membership as provided in Section 3(b) below.

(b) The maximum annual assessment may be increased by more than 10% above the maximum annual assessment for the previous year by a vote of two-thirds of the members present and voting who are voting in person or by proxy at a meeting duly called for this purpose.

(c) If the Board of Directors of the Association, by a majority vote, determines that the important and essential functions of the Association may be properly funded by annual assessments less than those set out above, it may levy such lesser assessments. The levy of annual assessments less than the maximum annual assessments in one year shall not affect the Board's right to levy the maximum annual assessments in subsequent years. If the Board of Directors shall levy less than the maximum annual assessments for any assessment year and if thereafter, during such assessment year, the Board of Directors shall determine that the important and essential functions of the Association cannot be funded by such lesser assessments, the Board may levy supplemental annual assessments.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, if any, or in the subdivision, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose. An initial capital contribution of \$_____ is required upon the Purchase of Lot from the Declarant and/or its successors in interest.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3(b) and 4 of This Article.

Written notice of any meeting called for the purpose of taking any action authorized under Sections 3(b) and 4 of this Article shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members and/or proxies entitled to cast fifty percent plus one vote (50%+1) of all votes shall constitute a quorum. If the required quorum is not present at any such meeting, one (1) or more subsequent meetings may be called for the same purpose, subject to not less than ten (10) days written notice of each such subsequent meeting being provided to all Members, and the required quorum at any subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment.

Both annual and special assessments must be fixed at a uniform rate for all Lots and Building Sites.

Section 7. Date of Commencement of Annual Assessments: Due Dates.

The annual assessments provided for herein shall commence as to all lots or building sites in Palm Heights Subdivision on _____ 1, 20____. Declarant and/or Assignees shall not be responsible for annual or special assessments on any Lot while owned by the Declarant or its Assignees until such Lot first contains an occupied residence and the assessment shall then be

prorated for the months and days of the fiscal year remaining. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The billing cycles and due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 10% per annum. The Board may bring action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non- use of the Common Area, if any, or abandonment of his Lot. The Board may suspend the rights of a Member to vote and to use Common Areas in three situations: (1) failure for 30 days after mailing of written notice to remedy a violation of the Covenants; (2) failure to pay an assessment within 30 days after the due date of such assessment; and (3) violation of the Association's rules regarding the use of the Common Areas. Suspension shall be for the period during which the violation occurs except that suspension can be for a period not to exceed 60 days after cure of a violation.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage encumbering any Lot, parcel or Building Site within the subdivision. Sale or transfer of any Lot or Building Site shall not affect the assessment lien. However, the sale or transfer of any Lot or Building Site pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Building Site from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV
ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee.

The Architectural Control Committee (hereinafter referred to as ACC) shall consist of three or five members, appointed by the Board of Directors for one year terms coinciding with the fiscal year of the Association. The Association pays the cost of operating the ACC. The Board can remove a member of the ACC at any time. The Board can fill any vacancy whether caused by removal, resignation, or any other reason. The members of the Committee need not be Members of the Association or representatives of Members. Members of the Committee shall not be entitled to any compensation for services performed pursuant to this Article unless

compensation is hereafter authorized by the Board. Notwithstanding the aforesaid, Elliott Homes, LLC shall be the sole member of the ACC so long as Elliott Homes, LLC or Elliott Land Development, LLC owns a lot within said subdivision.

Section 2. Architectural Approval.

No building, conversion of garage area to living area, change in exterior color, driveway, fence, wall, mailbox, satellite dish, decorative objects placed in yards, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until two (2) copies of the plans and specifications for the proposed project shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by, the Architectural Control Committee. The plans shall include, as a minimum: a site plan; a floor plan; exterior elevations of all structures to be constructed or altered; plans for materials, color schemes, exterior lighting schemes and other details that affect the exterior appearance of the structure; and plans for landscaping and grading. Approval of plans is final and cannot be revoked, provided the plans are actually adhered to. Approval of a set of plans does not require the Architectural Control Committee to approve the same set of plans in the future. In the event said committee fails to approve or disapprove such design or changes and location within twenty-one (21) business days after submission of all information and materials reasonably requested, approval will not be required and this Article will be deemed to have been fully complied with. The Architectural Control Committee, or their agents, have the right, after reasonable notice, to enter upon any Lot and structure to ascertain whether the construction, alteration, or maintenance of a structure or use of a Lot or structure complies with the Covenants and/or plans submitted to the Architectural Control Committee.

Section 3. Granting of Variances.

When a building or other structure has been erected or its construction substantially advanced and the building is located on any lot or building site in a manner that constitutes a violation of these covenants, conditions and restrictions or the building setback lines shown on the recorded plat, or if the committee in its sole discretion determines that, a variance is desirable in order to best accommodate the location of a planned building on a particular lot, the committee may release the lot or building site, or parts of it, from any part of the covenants, conditions and restrictions, or setback lines, that are violated. The committee shall not give such a release except for a violation that it determines to be a minor or insubstantial violation in its sole discretion. The Committee shall have no authority to grant a variance within the subdivision or zoning regulations, including, but not limited to, those that may be contained in these covenants, conditions and restrictions. However, in the event of a violation of these covenants; or the commencement of construction of a plan that had been rejected by the committee or a plan or change not submitted to the committee, the Board shall be empowered to bring any legal action in law or in equity, to seek injunction preventing such violation, or seeking its removal entirely, or both, at the expense of the Owner. In the event of any successful injunction and/or removal order, whether in whole or in part, the Owner shall pay all

legal fees, court costs and expenses of the committee in enforcing these covenants, which costs shall become a lien against the property as provided for elsewhere herein.

Section 4. Limitation of Liability.

Review and approval of any plans pursuant to this Article is made on the basis of aesthetic considerations only and the Architectural Control Committee shall bear no responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the Board, any committee, or member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot or improvements thereon.

ARTICLE V

DUTY TO CLEAR A LOT IF OWNER

ELECTS NOT TO REBUILD AFTER DESTRUCTION

In the event of substantial damage to or destruction of any Home on the Properties by fire, windstorm, water, or other cause whatsoever, then the owner shall, within six months after the date of substantial damage to or destruction of the home, be required to either: (1) begin reconstruction, repair and restoration of the home, such work to be completed in a timely manner; or (2) clear the lot and begin construction of a new home, such construction to be completed in a timely manner; or (3) clear the Lot, such clearing to be completed in a timely manner. If the Owner elects to clear the lot and not rebuild, the Owner shall be required to maintain the Lot in a clean and presentable manner, free from all trash and rubble, and to maintain the Lot so that it is in harmony with the surrounding property.

ARTICLE VI

RESTRICTIONS AS TO USE,

OCCUPANCY AND APPEARANCE

Section I. General.

All of the Lots shall be used and occupied as single family residences and no dwelling shall be erected, altered, placed or permitted to remain other than one single family dwelling with a private garage for at least one (1) but not more than three (3) vehicles. No building, conversion of garage area to living area, change in exterior color, driveway, fence, wall, mailbox, decorative objects placed in yards, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until two (2) copies of the plans and specifications for the proposed project shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. Each Owner shall be responsible for his/her home's own exterior maintenance, landscaping, and maintenance of the landscaping, so long as it does not interfere with the adjoining Lot Owners,

and is consistent with these Covenants, Conditions and Restrictions, and harmonious with the surrounding improvements.

Section 2. Adjoining Lots.

If one or more lots, or one lot and all or a portion of an adjacent lot, or two or more fractional parts of adjoining lots, within the subdivision, are utilized for one single family residential purposes, the setback requirements herein shall be measured from the boundary line of the entire building site or plot being then and there utilized and devoted to the single family residence. Two fractional parts of adjacent lots may be utilized as a single family residential building site or plot, provided that no such building site or plot shall contain fewer square feet than the smallest platted lot within the subdivision nor have a width, at the building setback line, of less than the width, at the building setback line, of the smallest platted lot within the subdivision.

Section 3. Animals.

No livestock, animals, chickens or fowl of any kind shall be permitted on the Properties except for dogs and cats owned as personal pets which shall not be kept in such number as to be an annoyance to other Owners of Lots. In addition, no dogs or cats shall be permitted on the Properties except inside a Home or fenced-in area, without being on a leash and under the immediate control of a responsible individual. All such pets must be walked in appropriate areas, and owners of such pets must clean up after their pets. If any such pet owner fails to properly clean up after his pet, the Association may perform such service and shall bill the pet owner accordingly. The Board shall have the right to adopt and enforce such additional pet regulations as are reasonably necessary to insure that such pets are not and do not become a nuisance. Pets shall be registered, licensed, and inoculated as required by law. No pets other than service dogs accompanied by a handicapped person are allowed on the premises of recreational areas maintained by the Association.

Section 4. Basketball Goals and Other Recreational Equipment.

Basketball goals, posts or backboards shall not be erected, altered or permitted on any lot or building site in the subdivision or on any street right-of-way, unless the same is adjacent to the driveway and is placed more than thirty (30) feet to the rear of the front sill line of the dwelling and is of standard size, height, and appearance. On corner lots placement of basketball goals must be approved by the Architectural Control Committee. Recreational and play equipment, other than basketball goals, must be placed in the rear yard and screened from view to the satisfaction of the Architectural Control Committee.

Section 5. Building Condition, General Appearance, Nuisance, and Health Regulations.

All premises shall be maintained in good repair, shall be clean and sanitary at all times, and free of unsightly debris and clutter. All porches, patios, stoops, terraces, etc. that are not screened

from the view of surrounding Lots shall be kept clean and uncluttered, and any furnishings placed on such area must be designed for exterior use and be in harmony with the homes in the subdivision. No nuisances and no violation of the rules and regulations of the State Board of Health or any governmental agency shall be permitted.

Section 6. Building Setback Requirements.

All buildings shall comply with the building setback requirements of the Harrison County zoning regulations for the respective Lot or Building Site. Determination of the location of the rear and side yard setbacks for corner lots shall be based on the orientation of the residential building to be built on the lot. For the purpose of these covenants, conditions and restrictions, eaves, steps and open patios shall not be considered a part of the building.

Section 7. Clothes Lines, Garbage Receptacles, Yard Equipment and Screening of Storage Areas.

No outside clothes lines or other items detrimental to the appearance of the Properties shall be permitted on any Lot. All personal garbage and trash receptacles which are to be furnished by the Owners or garbage collection agencies must be hidden from view. Similarly, all yard equipment, and storage areas must be screened so as to conceal them from the view of neighboring lots, streets, or other property.

Section 8. Driveways.

Deleted

Section 9. Dwelling Size.

Deleted

Section 10. Fences.

No fence shall be located nearer the front property line than the front sill line of the dwelling. However, on dwellings with a side-entrance garage, the fence on the garage side of the dwelling shall be located between the rear-edge of the garage door and the rear sill line of the dwelling. All fences to be constructed on any lot or building site shall be six (6) feet in height, and constructed with unpainted treated lumber or a four feet in height black aluminum fence, unless a variance is granted by the Architectural Control Committee. Chain-link or other galvanized metal fencing is strictly prohibited. Notwithstanding the aforesaid, certain Lots may be required to construct different type fences depending on their surroundings. No fence shall be located within drainage easements and drainage swales: as such fences would obstruct the natural water flow and cause a flooding hazard.

Section 11. Firearms.

No hunting by any means or the discharge of firearms of any type shall be allowed on the Property.

Section 12. Flagpoles, Antennas, and Satellite Dishes.

No flagpoles, ham radio antennas, citizen band radio antennas, television antennas, or any other type of antenna shall be allowed or permitted to be erected or located or to remain on any lot or building site at any time. Television satellite dishes shall be erected and properly located on a lot or building site in the subdivision and shall not exceed thirty-six (36) inches in diameter. Satellite dishes shall be mounted on the rear side of homes unless otherwise approved in writing by the Architectural Control Committee.

Section 13. Garages.

All homes must include a garage designed for at least one but not more than three cars. Garages must have garage doors and in all cases electric automatic door openers/closers shall be installed and used. Any garage visible from the street must be kept closed except when vehicles are entering or exiting garage. Conversion of garage area to living area shall require the approval of the Architectural Control Committee and shall require the construction of a new garage.

Section 14. Landscaping.

The front yard and side yard areas shall be landscaped before any residence is occupied. Landscaping requirements shall include: (1) grass areas in the front and side yard areas. (2) No trees or shrubs shall be planted in drainage swales, ingress/egress easements and road right-of-ways.

Section 15. Landscaping Maintenance.

Each Owner shall maintain the appearance of his or her lot or building site, including easement areas, in high quality condition, and shall provide and maintain landscaping on the lot or building site. Grass, flowers and shrubbery must be kept in an orderly fashion. Grass shall be mowed and edged at least bi-weekly during the growing season. Each Owner is responsible for maintaining the area between his/her front property line and the street pavement, including mowing of such area and edging along the pavement. Corner Lot Owners are responsible for maintaining the area between their front and side property lines and the street pavement, including mowing of such area and edging along the pavement.

Section 16. Lawful Use.

No immoral, improper, offensive or unlawful use shall be made of the Properties or any part thereof; and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of

governmental bodies for maintenance, modification or repair of the Properties shall be the same as the responsibility for the maintenance and repair of the property concerned

Section 17. Leasing.

Entire Living Units may be rented provided that the Living Unit is used only as a residence; that the lease, or rental period is for not less than thirty (30) consecutive days; that the Living unit is occupied by only one family having no more members than the Living Unit is designed to accommodate; and provided that such use by the tenant or tenants does not create a nuisance. An Owner may lease or rent his own Living Unit himself to any lessee if he furnishes the Association with the names of all the tenants. All lessees are subject to the provisions of the Declaration and the By-Laws and failure to comply with said provisions shall be a default under any lease of any Living Unit whether so stated in said lease. All of the foregoing may be enforced by the Board.

Section 18. Mailboxes.

Deleted

Section 19. Maintenance of Vacant Lots or Building Sites.

If construction of a residential dwelling is not commenced forthwith on any lot or building site, then the Owner shall remove all underbrush and mow and maintain the lot on a quarterly basis. If any unimproved lot or building site is not so maintained the Declarant, the Board, or the Association shall be empowered to maintain the lot or building site and file a lien against the property for any and all expenditures in connection with said maintenance.

Section 20. Noxious and Offensive Trade.

No noxious or offensive trade or activity shall be carried out upon the Properties nor shall anything be done thereon which may be or become an annoyance to the other Owners. Floodlights, bells, telephones, music, number or noise level of pets, air pollutants, etc. shall not be such as to constitute a nuisance to or impair the enjoyment of neighboring lots or building sites.

Section 21. Nuisances.

No nuisance shall be allowed upon the Properties, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Properties by its residents. All parts of the Properties shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Owner shall permit clothes, towels, or other items of personal property to be hung, draped, or otherwise displayed on the patio, porch, etc. or on fences for the purpose of drying or for any other purpose in a manner which would allow said clothing, towels or other personal property to be viewed by any other person occupying or using the Properties. No Owner shall

permit any noise to originate from his Home that would be an annoyance or nuisance to occupants of nearby Lots, including, but not limited to radios, record players, stereos, musical instruments, singing, barking of dogs, and meowing of cats.

Section 22. Parking.

No boat, other watercraft, trailer, mobile home, truck, tractor or commercial vehicle of any kind, or any other vehicle, machine, equipment or apparatus other than operating passenger automobiles, pickups and operating passenger vans (vans are limited to those with a passenger capacity of not more than eight people) shall be parked or stored in any driveway or on any Lot in the subdivision or on the street or road right-of-way in front of or beside any such Lot so as to be visible from the street or be visible to the other residences in the subdivision. Any such vehicles, watercraft, trailers, machines, equipment and apparatus must be parked or stored on the rear of the property behind the dwelling, and screened from view to the satisfaction of the Architectural Control Committee. All vehicles belonging to Owners or tenants occupying any dwelling, building site or lot in the subdivision must be operable and not in storage. Any vehicle in a state of repair must be parked in the garage. No automobile shall be parked in the front building setback area of any Lot except for temporary parking on circular driveways located within the front building setback area. No trailer/tractor, bus, or other commercial vehicle shall be parked on any lot, building site, or adjoining street right-of-way overnight. No other vehicle(s) whatsoever shall be parked on street right-of-way overnight. Any vehicles, boats, equipment or other apparatus under repair must be kept in the garage, all repairs must be made in the garage, and the garage door shall be closed at all times during such repairs. Repairs may only be made to vehicles, boats, equipment or apparatus directly owned by the Owner. All other repairs to any other vehicles, boats, equipment or apparatus must be made at a suitable repair facility not located in the subdivision.

Section 23. Regulations.

Reasonable regulations concerning the use of the Properties may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all Owners and residents on the Properties upon request.

Section 24. Reservation of Easement.

Deleted

Section 25. Roofs.

All fiberglass shingle roofs shall be architectural thick, butted shingles. However, this shall not preclude other types of roofs which may be approved by the Architectural Control Committee.

Section 26. Sewage and Drainage Control.

No activities shall be permitted that discharge pollutants into the surface drainage system.

Section 27. Siding.

Deleted.

Section 28. Signs.

No professional, commercial, or other signs of any kind shall be erected or maintained on any Lot or Home by any Owner except with the written permission and direction of the Association, or except as may be required by legal proceedings, it being understood that the Association will not grant permission unless reasonably necessary to avert serious hardship to an Owner. However, an Owner may place a professionally made "For Rent" or "For Sale" sign no larger than three (3) square feet in size on the Lot. This restriction is not applicable to the Declarant or a Builder during any such period of time that Declarant or Builder owns any Lot and is offering any said Lot, Home, or Living Unit for sale.

Section 29. Storage or Outbuildings.

Only one storage or outbuilding shall be placed, permitted, or allowed on each Lot or Building Site. A playhouse that is limited in size, is not constructed on a slab, is movable and is not used for storage or for any purpose other than children's play shall not be considered to be a storage building or outbuilding. The size and design of any such playhouse, storage building or outbuilding must be approved in writing by the Architectural Control Committee and must conform to all building setback requirements of the Harrison County zoning regulations and any other applicable governmental entity.

Section 30. Swimming Pools.

Swimming pools on Lots shall be allowed only in rear yard areas and must be screened from the view of the street and nearby lots. Swimming pools must be constructed, equipped, and screened/fenced in accordance with governmental regulations. It shall be the responsibility of the Lot owner to comply with all governmental regulations.

Section 31. Temporary Structures.

No structure of a temporary nature (trailer, shack, tent or other building) shall be moved to, placed upon or used on any Lot at any time either temporarily or permanently, excepting, however, that during periods of Construction, contractors shall be permitted a single storage structure on each separate construction site.

Section 32. Trade or Business.

No lot shall at any time be used for the purpose of any trade, business, manufacture, or public amusement.

Section 33. Trespass.

Whenever the Declarant or the Association is permitted by this Declaration to correct, repair, clean, preserve, clear-out, or do any action on any of the Properties or on the easement areas adjacent thereto or included therein, entering such Property and taking such action shall not be deemed a trespass.

Section 34. Visual Obstruction at the Intersection of Public Streets.

Deleted

Section 35. Water and Sewer Utilities.

Deleted

Section 36. Water Wells.

Deleted

Section 37. Wetlands.

Designated wetland areas are not allowed to be cleared, excavated, filled, built upon, sodded, or disturbed in any other way not approved by the U.S. Army Corps of Engineers.

Section 38. Proviso.

Provided, however, that until Declarant has completed all of the contemplated improvements and closed the sale of all of the Lots in Palm Heights Subdivision, neither the Owners nor the Association nor the use of the Properties shall interfere with the completion of the contemplated improvements and the sale of the Lots by Declarant. Declarant may make such use of the unsold Lots and Common Areas, if any, as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the Properties and the display of signs.

Section 39. Construction Completion.

From the date of issuance of a building permit to construct a home on a given lot, the Owner will have no more than 18 months to obtain a certificate of occupancy from the applicable governmental building inspection department. If such 18 months period elapses, the Board may charge a reasonable daily fine against such Owner from the day after the period elapses until the certificate of occupancy is obtained. A neat construction site must be maintained at all times during the period of construction. Construction materials, trash and equipment must be confined to the site and not allowed to become a nuisance to neighboring property. Construction materials, dumpsters and equipment shall not be stored on a lot that has not

received a building permit; and the construction site must be reasonably clean from all trash and debris at all times. If an Owner fails to adhere to these rules and regulations, then the Board, after 30 days notice to the Owner, may charge the Owner a reasonable daily fine until such failures are rectified.

ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement.

The Association, the Board, the Declarant or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Board, the Declarant, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event that a Court of competent jurisdiction shall determine that any lot owner shall have violated or have attempted to violate any of the covenants herein, the owner of the lot or lots causing the violation upon which the violation occurs shall pay all attorneys' fees, court costs, and other necessary expenses incurred by the Person instituting such legal proceedings to maintain and enforce the aforesaid covenants. Said attorneys' fees, court costs and other expenses allowed and assigned by the Court shall become a lien upon the lot and improvements.

Section 2. Severability.

Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. No Liability.

Declarant has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every Owner shall have the right and the power to enforce the terms and provisions of this Declaration against every other Owner. However, in the event that this Declaration, or any part thereof, is, for any reason whatsoever, unenforceable by an Owner (or any other person) in a court of law or otherwise, Declarant shall have no liability of any kind as a result of such unenforceability, and each and every Owner, by acceptance of a deed conveying a Lot, acknowledges that Declarant shall have no such liability.

Section 4. Indemnification.

The Association shall indemnify every officer, director, and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director or committee member, except that such obligation to indemnify shall

be limited to those actions for which liability is limited under this Section and Mississippi law. The officers, directors, and committee members shall not be liable for any mistake of judgement, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers, directors, and committee members shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association. The Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

All officers and board members having direct control and access to funds of the association shall be bonded, in an amount not less than twice the total amount of all funds of the association. Such amount may be estimated and set by the Board. Any bond fees shall be paid by the Association.

Section 5. Amendment.

- (a) The covenants, conditions and restrictions of this Declaration shall run with and bind the land, for a term of fifteen (15) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of five (5) years.
- (b) This Declaration may be amended anytime during the initial fifteen (15) year period or any extensions thereof by Declarant or its nominees, provided they own at least fifty-one percent (51%) of the numbered lots in the subdivision. Beginning three (3) years from the date of recordation of the Declaration and for the remainder of the initial fifteen (15) year period or any extensions, the Covenants may also be amended by the written consent of at least seventy-five percent (75%) of the Lot Owners within the subdivision, exclusive of their mortgagees. Any amendment must be recorded in the land Deed Records of Harrison County, Mississippi, and shall be supplementary to this Declaration. Notwithstanding any provision herein to the contrary, no amendment to the Declaration, Bylaws, or Articles of Incorporation shall be effective without the written consent of the Class B Member or its successors and assigns, so long as there is a Class B member of the Association.
- (c) Notwithstanding anything herein contained to the contrary, the Declarant reserves and shall have the right for a period of three (3) years from the date of the recording of these Covenants, Conditions and Restrictions to unilaterally amend this Declaration in whole or in part in order to (1) conform this Declaration to the requirements of any governmental agency, federal, state or local, (2) to conform to the requirements of any mortgage lender, or (3) to insure the reasonable development of the property.



**ELLIOTT
HOMES**

Agent Authorization

June 1st, 2023

Mr. Greg Holmes
Assistant Director, Urban Development
City of Gulfport
1410 24th Avenue
Gulfport, MS 39501

RE: Letter of Authorization to Represent
10100-02-050.000 – William Carey University/Elliott Homes

Dear Mr. Holmes:

Please accept this letter as authorization for Bobby Heinrich with Heinrich & Associates to represent the interest of Elliott Homes for any planning and development meetings and/or similar matters for a tract of land located along the north side of Beach Boulevard in Gulfport. Please accept applications, documents and other representations by Bobby Heinrich, submitted and provided on my behalf, that relate to this property.

Sincerely,

Josh Fleming
Elliott Homes LLC



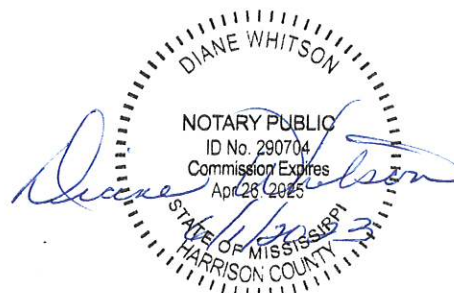
(Brandon Elliott - CEO)

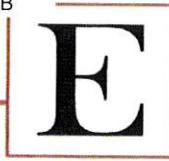
Elliott Homes, LLC

BOBBY HEINRICH
(Name of Agent)

228.896.6768
(Agent phone number)

6/1/2023
(Date)





**ELLIOTT
HOMES**

Agent Authorization

June 1st, 2023

Mr. Greg Holmes
Assistant Director, Urban Development
City of Gulfport
1410 24th Avenue
Gulfport, MS 39501

RE: Letter of Authorization to Represent
10100-02-050.000 – William Carey University

Dear Mr. Holmes:

Please accept this letter as authorization for Elliott Homes to represent the interest of William Carey University for any planning and development meetings and/or similar matters for a tract of land located along the north side of Beach Boulevard in Gulfport. Please accept applications, documents and other representations by Elliott Homes, submitted and provided on my behalf, that relate to this property.

Sincerely,

Josh Fleming
Elliott Homes LLC

(Ben Burnett – President)

Elliott Homes, LLC

(Representee)

6/5/2023 | 12:37 PM CDT

DocuSigned by:

5477253EC43C48C

(Notary Public)

My commission Expires: July 31, 2024



William Carey University

710 William Carey Parkway
Hattiesburg, MS 39402

CORPORATE RESOLUTION

STATE OF MISSISSIPPI
COUNTY OF HARRISON

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, Ben Burnett, who acknowledged that he is the President of William Carey College, a Gulf Coast Company, Inc., and for that and on behalf of the said company, and as its act and deed, they executed the above and foregoing instrument, after first have been duly authorized by said company so to do has authority to sign all city documents on behalf of said company.

Given under my hand and official seal of office, this the ____ day of June 2023.



Member

DocuSigned by:

5477253EC4C4BC

6/5/2023 | 12:37 PM CDT



Notary Public

My Commission Expires: July 31, 2024





TERRY MORAN
ENGINEERING

TERRY MORAN, P.E., P.L.S.
P.O. Box 4075 Ph (228) 896-4783
Biloxi, MS 39535 Fax (228) 896-6768

DRAINAGE ANALYSIS

FOR

PALM HEIGHTS SUBDIVISION

U.S. HIGHWAY 90
GULFPORT, MISSISSIPPI

MAY 31, 2023



Project No. 22-020

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I. Design Requirements

Bay St Louis outlines the design requirements for storm drainage design for new development projects inside its jurisdiction. According to the code, the following 24-hour storm events are to be detained to at or below pre-development levels:

- 2 year
- 10 year
- 25 year
- 50 year
- 100 year

In addition, the pipe system must be analyzed for the 25 year-24-hour storm event. The stormwater manual details many specific local requirements and excerpts of that manual used in the design calculations are included in the appendix for reference.

This report will illustrate the design employed will meet or exceed all the above listed compliance requirements. The total post development peak runoff rates were calculated to be less than predevelopment runoff rates when considering the site as shown in the following report.

II. Calculation Methodologies

The calculations for the onsite stormwater peak runoff rates and pond hydrograph routings for the design events were computed in Autodesk Hydrographs 2023. The rational and TR55 method with Kinematic Wave routing was utilized to model the pre and post development runoff conditions for the pre and post peak runoff rates and the pond hydrograph routing. The rational method was employed to analyze the new on-site stormwater facilities. The proposed system is designed for the 10-year design event.

Rainfall intensities and depths were determined for the site from the NOAA ATLAS 14 POINT PRECIPITATION FREQUENCY ESTIMATES Biloxi MS. Time of concentration values were calculated using rational and TR55 sheet flow methodology.

All maps, calculations, computer reports and source documentation can be found in the appendices of this report.

III. Description of Existing Conditions

The approximately 19.88-acre project site is located along the North side of E Beach Blvd in the Gulfport MS. The site itself has moderate changes in elevation, sloping from the west to the east via sheet flow at a slope of approximately 1.5 % in its current state.

According to the site survey, this site is not located in a flood zone. See the site construction drawings for the extents of that flood zone delineation.

According to the NRCS Web Soil Survey database, onsite soils are listed as:

- PbC - (Pactolus-Urban land Complex 0 to 8 percent slopes)

A geotechnical investigation had not been performed at the time of this report.

The time of concentration was calculated using the rational and TR55 sheet flow method. A sheet flow length of 300 feet and at a slope of 1.5% coupled with a manning's "n" value of 0.25 (short grass)

A predevelopment weighted curve number using the tables provided in the City Stormwater Manual was calculated for the mix and land cover types as shown below.

Hydraulic Soil Group A CN Value 49

The calculated peak runoff rates are summarized in the Results and Conclusions section of this report and the computer calculations are in the appendix.

IV. Description of Proposed Improvements

The project will consist of construction of 71 Single Family homes on 0.16 acre lots, and 2837 lf of pavement. (1) Ponds are being proposed to retain rainfall to Pre Development Conditions.

A closed pipe network and ditch system has been designed to facilitate rainfall runoff from the paved areas and lots to the stormwater treatment area via sheet flow. With the paved areas and the increase in slopes over the existing conditions, a minimum time of concentration of 10 minutes was assumed. Actual times of concentration would be theoretically less than 10 minutes; however, 10 minutes is the recommended minimum value to use when modelling runoff. Disturbed areas not paved or occupying the lots will be planted with grass and maintained in good condition

The methodology of analysis employed dictates three separate areas to determine the total site post development peak runoff rates to add together to compare to the predevelopment peak runoff rates. Those three areas are the detained area draining to the ponds.

The calculated peak runoff rates are summarized in the Results and Conclusions section of this report and the computer calculations are in the appendix.

V. Detention Pond Analysis

The detention ponds was designed to mitigate stormwater peak runoff rates per the design criteria storm events. Pond A accepts sheet flow from the lot and conveys that water through a proposed 24" RCP (sloped at 0.70%) that control the release flowrate of the pond. The routing attenuates the incoming hydrograph Pipe B, Pond B accepts sheet flow from the lot and conveys that water through a proposed 30" RCP (sloped at 0.50%) that control the release flowrate of the pond. The routing attenuates the incoming hydrograph Pipe B and Pond C accepts sheet flow from the lot and conveys that water through a proposed 18" RCP (sloped at 0.50%) that control the release flowrate of the pond. The routing attenuates the incoming hydrograph Pipe E Overland Flow which is intensified due to the addition of impervious areas to the project site.

Modelling was performed in Autodesk Hydrographs 2023 using the Kinematic Wave routing method. Watershed runoff rates were calculated using the rational and TR55 method. Actual pond storage volumes versus stages were calculated using the contour areas as designed in AutoCAD Civil 3D and imported in Storm and Sanitary Analysis (SSA).

At the storm event, the 25 year-24-hour event, a peak storage elevation of Pond A 17.47 was noted in proposed pond A. elevation of Pond B 16.82 was noted in proposed pond B elevation of Pond C 18.98 was noted in proposed pond C

VI. Maintenance of Stormwater Facilities

The owner should maintain a complete an up to date "As-built" plan and design specifications for the detention pond. Written records of maintenance and observations should be kept. The owner should make visual inspections at least twice a year, once in the summer after mowing, and once in the winter when the vegetative cover is dormant. Inspections are also to be made after extreme rainfall events. The owner is also encouraged to have an inspection by a registered professional engineer performed at least once every 5 years.

The owner shall do the following maintenance:

- Vegetation and grass mowing
 - Proper vegetation is required on earth dams. Mowing is necessary to control the establishment of woody growth and to maintain the vegetative cover. The embankment and the area upstream and downstream of embankment need to be mowed. Mowing shall be done at least three times per year.
- Tree and brush removal
 - Trees and shrubs will not be allowed on the embankment. Trees that have grown on the embankment shall be removed. Stumps and all woody materials must be removed to about 30 inches below the ground surfaces.
- Trash Removal

- Trash rack units should be checked periodically, and especially after storm events. Accumulated debris should be removed, and maintenance performed if necessary. An annual inspection of the pond perimeters should be done. Potentially damaging fallen trees, debris and sediment should be removed. Periodic removal of floating debris to prevent clogging of the spillway should be done.
- Erosion and Slope Protection
 - The rate of erosion is directly related to the lack of vegetation. Prompt repairs of eroded areas are required. Vegetation should be inspected in the early spring and late summer and any bare or eroded areas repaired and re-seeded.
- Conduit Inspection
 - All conduits should be inspected thoroughly once a year. Inspect for improper alignment (sagging), elongation and displacement at joints, cracks, leaks, surface wear, loss of protective coatings, corrosion and blockage.
- Outlet structure Inspection
 - Surfaces should be inspected for cracking, splaying, displacement or movement, and deterioration by cracking, slab or wall movement. Large areas of exposed reinforcing steel and severe undermining require professional advice for repair.
- Outlet Inspection
 - Erosion the spillway outlets is a common maintenance problem. Severe undermining, displacement of pipes and dam failure can occur. Often the outlet is adequate for normal flow but not for extreme storm flows. Periodically, and especially after storm events, the stilling basin, plunge pool, or riprap should be inspected and repaired if any damage.
- Check for Seepage.
 - Seepage must be controlled in quantity and velocity to minimize damage to the dam. Regular monitoring to detect wet areas, "spring", "Flow", "piping" and "boils" on the downstream embankment should be done. Excessive seepage pressure can threaten the downstream slope stability. Seepage flow, which is muddied by soil, is evidence of "piping" and "boils". When this occurs, complete failure may happen within hours and professional advice should be obtained immediately. Typical methods used to control the quantity of seepage are installation of an upstream blanket, or the installation of upstream drains.

VII. Results and Conclusion

As currently designed, the detention pond reduces the total post development peak runoff rates to at or below predevelopment rates in compliance with the design requirements as shown in the figure below.

Figure 4: Total Site Peak Runoff Rates

Storm Event	Pre- Development (cfs)	Post Development (cfs)	Reduction
2	11.42	3.04	0.58
10	36.96	15.33	12.76
25	58.20	38.12	26.07

All supporting calculations and documentation are further included in the appendix of this report.

Appendix A

Soil Survey Information

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Lr	Lakeland fine sand	7.5	10.9%
Lt	Latonia loamy sand	6.3	9.1%
PbC	Pactolus-Urban land complex, 0 to 8 percent slopes	54.9	79.9%
Totals for Area of Interest		68.7	100.0%

Appendix B

Rainfall Data, C values



NOAA Atlas 14, Volume 9, Version 2
 Location name: Gulfport, Mississippi, USA*
 Latitude: 30.3866°, Longitude: -89.0125°
 Elevation: m/ft**
 * source: ESRI Maps
 ** source: USGS



POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Deborah Martin, Sandra Pavlovic, Ishani Roy, Michael St. Laurent, Carl Trypaluk, Dale Unruh, Michael Yekta, Geoffrey Bonnin

NOAA, National Weather Service, Silver Spring, Maryland

[PF_tabular](#) | [PF_graphical](#) | [Maps_&_aerials](#)

PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches/hour) ¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	7.04 (5.70-8.60)	8.15 (6.59-9.95)	9.90 (7.98-12.1)	11.3 (9.08-13.9)	13.2 (10.3-16.4)	14.6 (11.2-18.3)	16.0 (12.0-20.3)	17.4 (12.6-22.4)	19.1 (13.4-25.0)	20.3 (14.1-27.0)
10-min	5.16 (4.18-6.30)	5.96 (4.82-7.28)	7.25 (5.84-8.86)	8.29 (6.65-10.2)	9.67 (7.54-12.0)	10.7 (8.21-13.4)	11.7 (8.76-14.9)	12.7 (9.21-16.4)	14.0 (9.83-18.3)	14.9 (10.3-19.8)
15-min	4.20 (3.40-5.12)	4.85 (3.92-5.92)	5.89 (4.75-7.20)	6.74 (5.41-8.25)	7.86 (6.13-9.76)	8.70 (6.68-10.9)	9.52 (7.12-12.1)	10.3 (7.49-13.3)	11.4 (8.00-14.9)	12.1 (8.38-16.1)
30-min	3.16 (2.56-3.85)	3.67 (2.97-4.48)	4.49 (3.62-5.49)	5.15 (4.14-6.31)	6.03 (4.70-7.48)	6.68 (5.12-8.36)	7.31 (5.47-9.28)	7.93 (5.75-10.2)	8.72 (6.14-11.4)	9.29 (6.43-12.3)
60-min	2.10 (1.70-2.57)	2.44 (1.97-2.98)	3.00 (2.42-3.67)	3.46 (2.78-4.24)	4.11 (3.22-5.13)	4.61 (3.55-5.80)	5.11 (3.84-6.52)	5.63 (4.09-7.29)	6.31 (4.46-8.30)	6.84 (4.73-9.07)
2-hr	1.31 (1.07-1.59)	1.52 (1.24-1.84)	1.88 (1.53-2.27)	2.18 (1.76-2.64)	2.60 (2.06-3.23)	2.94 (2.28-3.68)	3.29 (2.49-4.17)	3.64 (2.67-4.70)	4.13 (2.94-5.41)	4.51 (3.14-5.95)
3-hr	0.981 (0.805-1.18)	1.14 (0.932-1.37)	1.40 (1.15-1.69)	1.64 (1.33-1.98)	1.98 (1.58-2.46)	2.26 (1.77-2.82)	2.55 (1.94-3.23)	2.85 (2.11-3.67)	3.28 (2.35-4.29)	3.62 (2.53-4.76)
6-hr	0.594 (0.492-0.709)	0.689 (0.570-0.822)	0.856 (0.707-1.02)	1.01 (0.828-1.21)	1.23 (0.996-1.53)	1.42 (1.12-1.77)	1.62 (1.25-2.04)	1.84 (1.37-2.35)	2.14 (1.54-2.79)	2.38 (1.68-3.11)
12-hr	0.353 (0.295-0.418)	0.412 (0.344-0.488)	0.517 (0.431-0.613)	0.611 (0.507-0.727)	0.753 (0.614-0.925)	0.870 (0.694-1.07)	0.996 (0.773-1.25)	1.13 (0.849-1.44)	1.32 (0.961-1.71)	1.48 (1.05-1.91)
24-hr	0.205 (0.173-0.240)	0.243 (0.205-0.285)	0.310 (0.261-0.364)	0.369 (0.309-0.435)	0.455 (0.374-0.553)	0.526 (0.423-0.643)	0.601 (0.469-0.745)	0.680 (0.513-0.857)	0.791 (0.578-1.01)	0.879 (0.627-1.13)
2-day	0.114 (0.097-0.133)	0.138 (0.117-0.160)	0.178 (0.151-0.207)	0.213 (0.180-0.248)	0.263 (0.217-0.315)	0.303 (0.245-0.366)	0.345 (0.271-0.423)	0.388 (0.295-0.485)	0.448 (0.330-0.570)	0.496 (0.356-0.635)
3-day	0.081 (0.070-0.094)	0.097 (0.083-0.113)	0.125 (0.106-0.144)	0.148 (0.126-0.172)	0.183 (0.152-0.219)	0.210 (0.171-0.254)	0.240 (0.189-0.293)	0.270 (0.206-0.336)	0.313 (0.231-0.396)	0.346 (0.250-0.442)
4-day	0.065 (0.056-0.075)	0.077 (0.066-0.088)	0.097 (0.083-0.112)	0.115 (0.098-0.133)	0.141 (0.117-0.168)	0.162 (0.132-0.195)	0.184 (0.146-0.225)	0.208 (0.159-0.258)	0.241 (0.178-0.305)	0.267 (0.193-0.340)
7-day	0.043 (0.037-0.049)	0.050 (0.043-0.057)	0.062 (0.053-0.071)	0.072 (0.062-0.083)	0.087 (0.074-0.104)	0.100 (0.082-0.119)	0.113 (0.090-0.137)	0.127 (0.098-0.157)	0.146 (0.109-0.184)	0.162 (0.118-0.205)
10-day	0.034 (0.030-0.039)	0.039 (0.034-0.044)	0.048 (0.041-0.054)	0.055 (0.048-0.063)	0.066 (0.056-0.078)	0.075 (0.062-0.089)	0.085 (0.068-0.102)	0.095 (0.073-0.116)	0.109 (0.081-0.136)	0.119 (0.087-0.151)
20-day	0.023 (0.020-0.026)	0.026 (0.023-0.029)	0.031 (0.027-0.035)	0.035 (0.031-0.040)	0.041 (0.035-0.048)	0.046 (0.038-0.054)	0.051 (0.041-0.061)	0.057 (0.044-0.069)	0.064 (0.048-0.079)	0.070 (0.051-0.087)
30-day	0.018 (0.016-0.021)	0.021 (0.018-0.023)	0.025 (0.022-0.028)	0.028 (0.025-0.032)	0.033 (0.028-0.038)	0.036 (0.030-0.042)	0.040 (0.032-0.047)	0.043 (0.034-0.052)	0.048 (0.037-0.060)	0.052 (0.039-0.065)
45-day	0.015 (0.013-0.017)	0.017 (0.015-0.019)	0.020 (0.018-0.023)	0.023 (0.020-0.026)	0.026 (0.022-0.030)	0.029 (0.024-0.033)	0.032 (0.026-0.037)	0.034 (0.027-0.041)	0.037 (0.028-0.046)	0.040 (0.030-0.050)
60-day	0.013 (0.012-0.014)	0.015 (0.013-0.016)	0.018 (0.016-0.020)	0.020 (0.018-0.022)	0.023 (0.020-0.026)	0.025 (0.021-0.029)	0.027 (0.022-0.032)	0.029 (0.023-0.035)	0.031 (0.024-0.038)	0.033 (0.025-0.041)

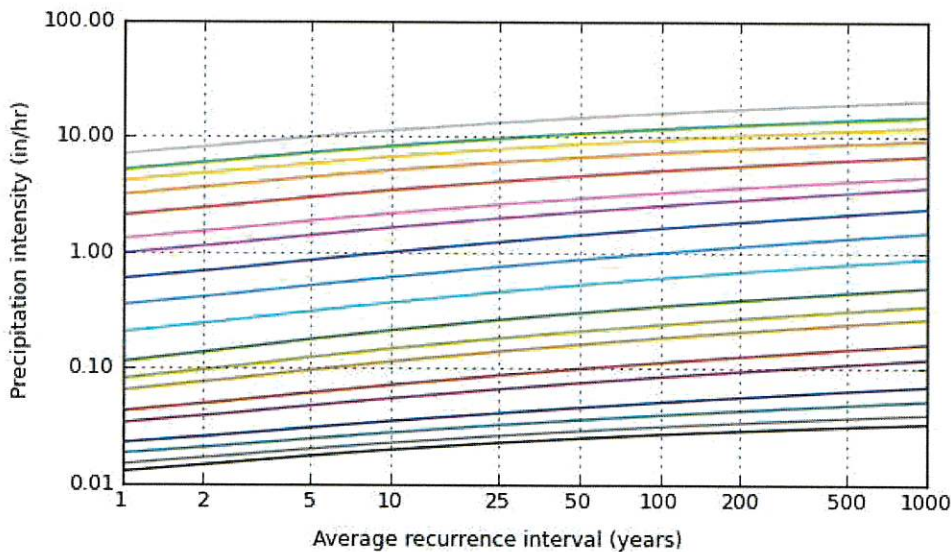
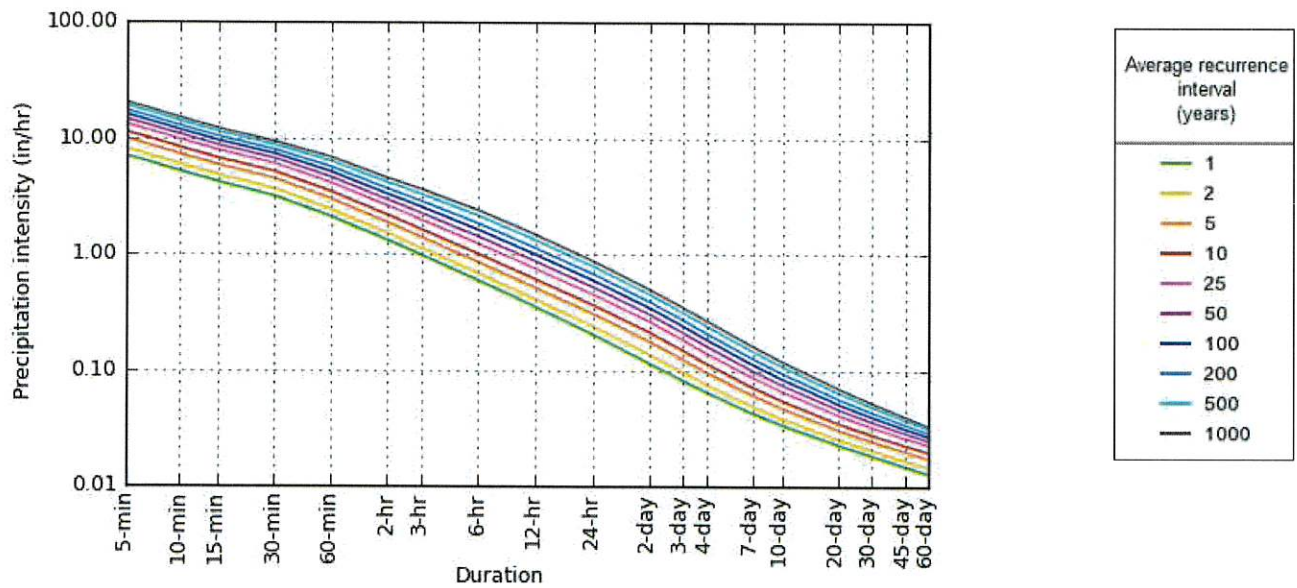
¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).
 Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.
 Please refer to NOAA Atlas 14 document for more information.

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PF graphical

PDS-based intensity-duration-frequency (IDF) curves

Latitude: 30.3866°, Longitude: -89.0125°



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Created (GMT): Fri May 5 20:48:43 2023

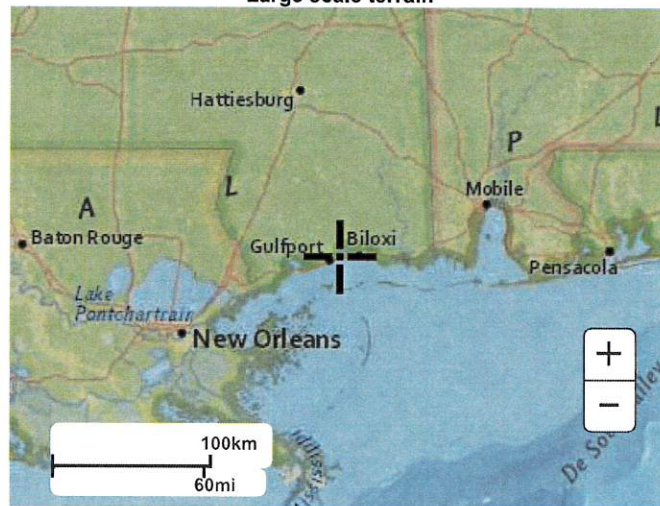
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Maps & aerials

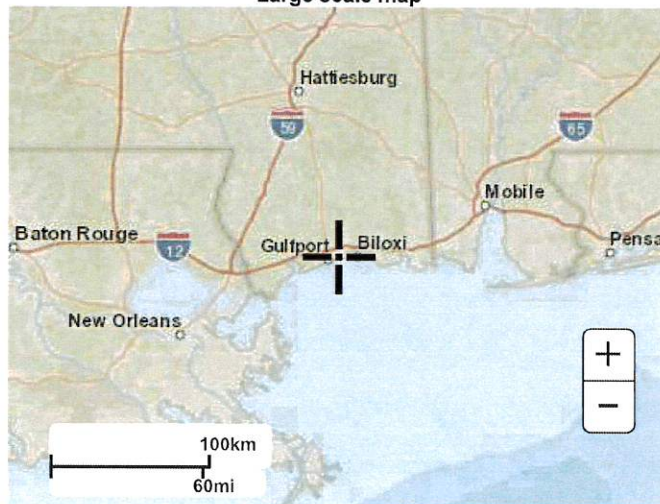
Small scale terrain



Large scale terrain



Large scale map



Large scale aerial



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[National Water Center](#)
1325 East West Highway
Silver Spring, MD 20910
Questions?: HDSC.Questions@noaa.gov
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NOAA Atlas 14, Volume 9, Version 2 BILOXI

Station ID: 22-0792

Location name: Biloxi, Mississippi, USA*

Latitude: 30.3931°, Longitude: -89.0008°

Elevation:

Elevation (station metadata): 10 ft**

* source: ESRI Maps

** source: USGS



POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Deborah Martin, Sandra Pavlovic, Ishani Roy, Michael St. Laurent, Carl Trypaluk, Dale Unruh, Michael Yekta, Geoffrey Bonnin

NOAA, National Weather Service, Silver Spring, Maryland

[PF tabular](#) | [PF graphical](#) | [Maps & aeriels](#)

PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches) ¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	0.587 (0.475-0.717)	0.678 (0.548-0.829)	0.824 (0.664-1.01)	0.941 (0.756-1.15)	1.10 (0.857-1.36)	1.22 (0.933-1.52)	1.33 (0.996-1.69)	1.44 (1.05-1.86)	1.59 (1.12-2.08)	1.69 (1.17-2.25)
10-min	0.860 (0.696-1.05)	0.993 (0.803-1.21)	1.21 (0.973-1.48)	1.38 (1.11-1.69)	1.61 (1.25-2.00)	1.78 (1.37-2.23)	1.95 (1.46-2.47)	2.11 (1.53-2.72)	2.32 (1.64-3.05)	2.47 (1.72-3.29)
15-min	1.05 (0.849-1.28)	1.21 (0.979-1.48)	1.47 (1.19-1.80)	1.68 (1.35-2.06)	1.96 (1.53-2.44)	2.17 (1.67-2.72)	2.37 (1.78-3.02)	2.57 (1.87-3.32)	2.83 (2.00-3.71)	3.02 (2.09-4.01)
30-min	1.58 (1.28-1.93)	1.84 (1.48-2.24)	2.24 (1.81-2.74)	2.57 (2.06-3.15)	3.01 (2.35-3.73)	3.33 (2.56-4.17)	3.65 (2.73-4.63)	3.96 (2.87-5.10)	4.35 (3.07-5.70)	4.63 (3.21-6.16)
60-min	2.10 (1.70-2.56)	2.44 (1.97-2.98)	3.00 (2.42-3.66)	3.46 (2.78-4.24)	4.10 (3.21-5.12)	4.60 (3.54-5.79)	5.11 (3.83-6.51)	5.62 (4.09-7.28)	6.30 (4.45-8.29)	6.82 (4.73-9.06)
2-hr	2.62 (2.14-3.17)	3.04 (2.48-3.68)	3.75 (3.05-4.55)	4.35 (3.52-5.29)	5.20 (4.12-6.46)	5.87 (4.57-7.35)	6.56 (4.97-8.33)	7.28 (5.35-9.38)	8.25 (5.88-10.8)	9.00 (6.29-11.9)
3-hr	2.94 (2.42-3.54)	3.41 (2.80-4.11)	4.21 (3.45-5.08)	4.92 (4.01-5.95)	5.94 (4.74-7.38)	6.77 (5.30-8.46)	7.64 (5.83-9.69)	8.56 (6.33-11.0)	9.84 (7.05-12.9)	10.9 (7.60-14.3)
6-hr	3.56 (2.95-4.24)	4.12 (3.41-4.92)	5.13 (4.23-6.13)	6.03 (4.96-7.23)	7.38 (5.96-9.13)	8.50 (6.73-10.6)	9.69 (7.47-12.2)	11.0 (8.19-14.1)	12.8 (9.25-16.7)	14.3 (10.1-18.6)
12-hr	4.26 (3.56-5.04)	4.97 (4.15-5.88)	6.23 (5.19-7.38)	7.36 (6.11-8.75)	9.06 (7.39-11.1)	10.5 (8.37-12.9)	12.0 (9.31-15.0)	13.6 (10.2-17.3)	15.9 (11.6-20.6)	17.8 (12.6-23.1)
24-hr	4.92 (4.15-5.77)	5.84 (4.93-6.85)	7.44 (6.26-8.74)	8.85 (7.42-10.4)	10.9 (8.97-13.3)	12.6 (10.1-15.4)	14.4 (11.3-17.9)	16.3 (12.3-20.6)	19.0 (13.9-24.3)	21.1 (15.1-27.2)
2-day	5.47 (4.66-6.35)	6.61 (5.63-7.68)	8.55 (7.26-9.95)	10.2 (8.64-11.9)	12.6 (10.4-15.2)	14.6 (11.8-17.6)	16.6 (13.0-20.3)	18.7 (14.2-23.3)	21.5 (15.9-27.4)	23.8 (17.1-30.5)
3-day	5.85 (5.02-6.76)	7.00 (6.00-8.10)	8.97 (7.66-10.4)	10.7 (9.08-12.4)	13.2 (10.9-15.8)	15.2 (12.4-18.3)	17.3 (13.7-21.1)	19.5 (14.9-24.3)	22.5 (16.7-28.6)	24.9 (18.0-31.8)
4-day	6.20 (5.34-7.14)	7.34 (6.31-8.45)	9.29 (7.97-10.7)	11.0 (9.40-12.7)	13.5 (11.3-16.1)	15.6 (12.7-18.7)	17.7 (14.1-21.6)	20.0 (15.3-24.8)	23.1 (17.2-29.3)	25.6 (18.6-32.6)
7-day	7.21 (6.25-8.23)	8.37 (7.25-9.57)	10.4 (8.97-11.9)	12.1 (10.4-13.9)	14.7 (12.4-17.4)	16.8 (13.8-20.0)	19.0 (15.2-23.0)	21.3 (16.5-26.4)	24.6 (18.4-30.9)	27.2 (19.8-34.4)
10-day	8.16 (7.12-9.29)	9.38 (8.17-10.7)	11.5 (9.96-13.1)	13.3 (11.5-15.2)	15.9 (13.5-18.8)	18.1 (15.0-21.5)	20.3 (16.3-24.5)	22.7 (17.6-27.9)	26.0 (19.5-32.6)	28.6 (20.9-36.1)
20-day	11.0 (9.68-12.4)	12.4 (10.9-14.0)	14.8 (13.0-16.7)	16.9 (14.7-19.1)	19.8 (16.9-23.1)	22.2 (18.5-26.0)	24.6 (19.9-29.4)	27.2 (21.2-33.1)	30.7 (23.1-38.1)	33.4 (24.6-41.8)
30-day	13.3 (11.8-14.9)	15.0 (13.3-16.8)	17.8 (15.7-20.0)	20.2 (17.7-22.7)	23.5 (20.0-27.0)	26.0 (21.8-30.3)	28.6 (23.2-33.9)	31.3 (24.5-37.8)	34.9 (26.4-43.0)	37.6 (27.8-46.9)
45-day	16.2 (14.4-18.0)	18.3 (16.3-20.4)	21.8 (19.4-24.3)	24.6 (21.8-27.6)	28.4 (24.3-32.4)	31.3 (26.2-36.1)	34.1 (27.7-40.0)	36.8 (28.9-44.2)	40.4 (30.6-49.5)	43.0 (31.9-53.5)
60-day	18.5 (16.6-20.6)	21.2 (18.9-23.5)	25.3 (22.6-28.2)	28.6 (25.4-31.9)	32.9 (28.2-37.3)	36.0 (30.3-41.3)	39.0 (31.8-45.5)	41.8 (32.8-49.8)	45.3 (34.3-55.1)	47.7 (35.5-59.2)

¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).

Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.

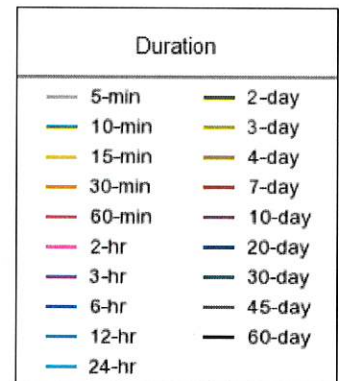
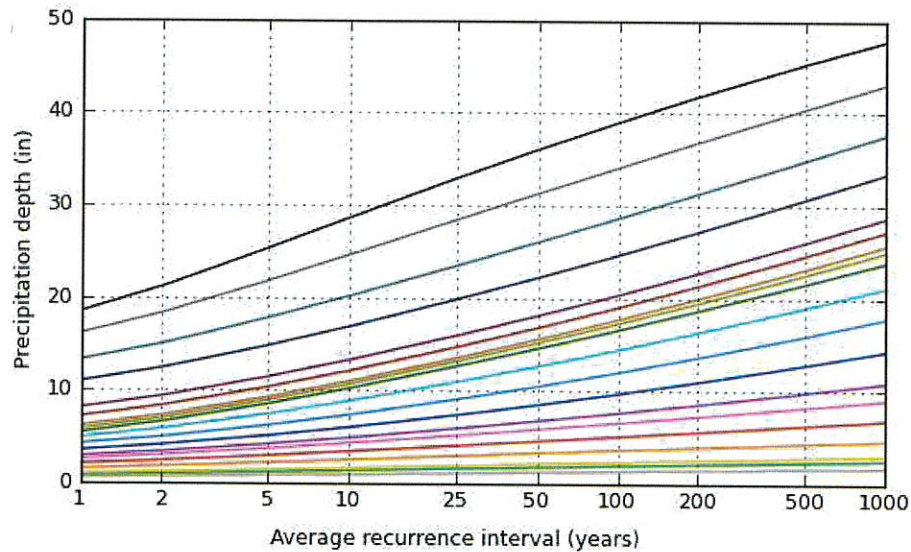
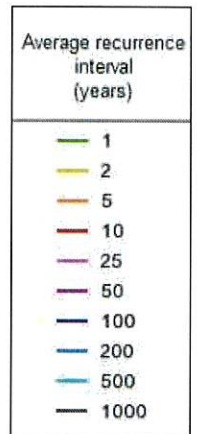
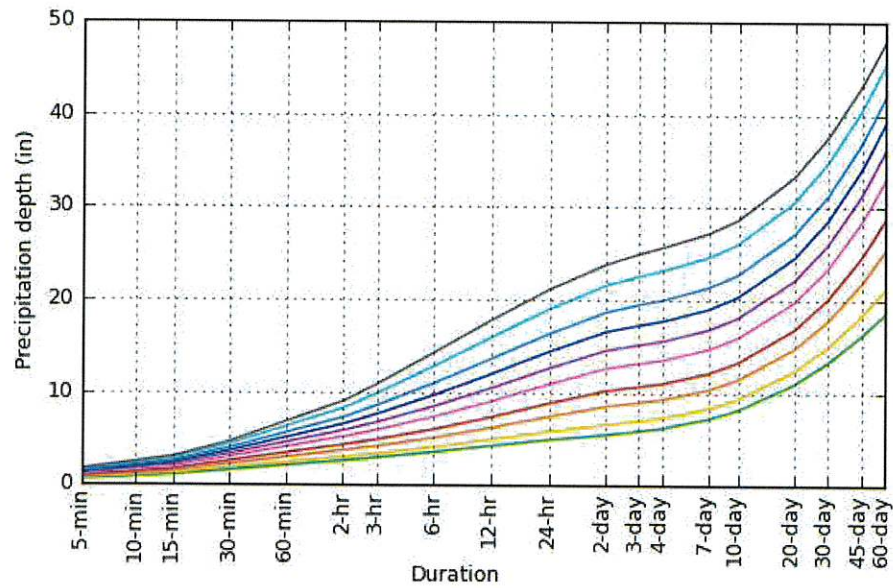
Please refer to NOAA Atlas 14 document for more information.

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PF graphical

PDS-based depth-duration-frequency (DDF) curves

Latitude: 30.3931°, Longitude: -89.0008°

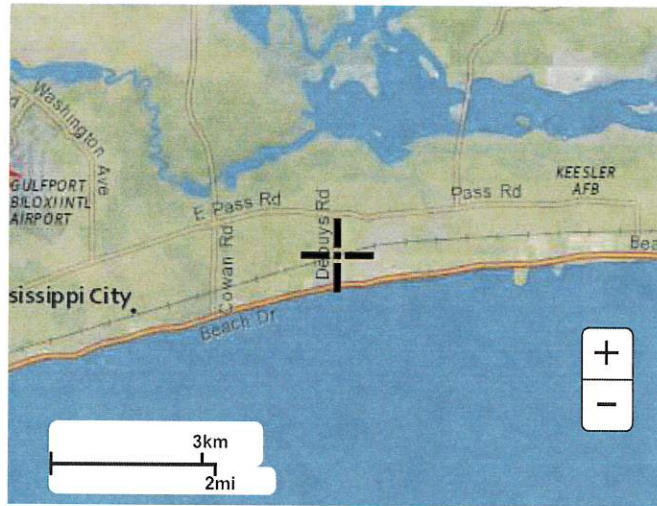


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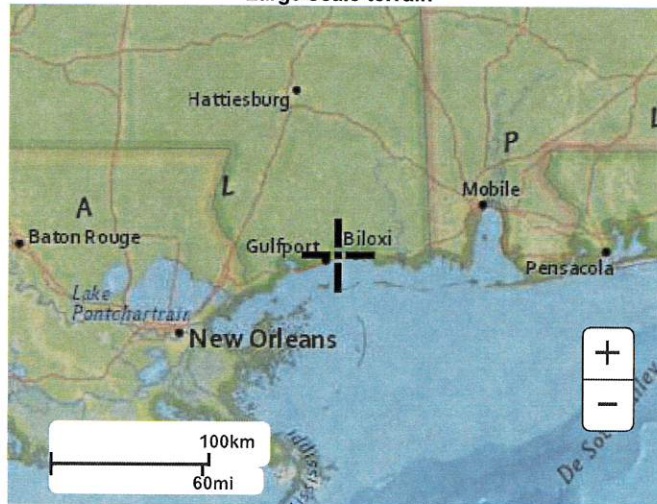
Created (GMT): Fri May 5 20:45:55 2023

[Back to Top](#)**Maps & aeriels**

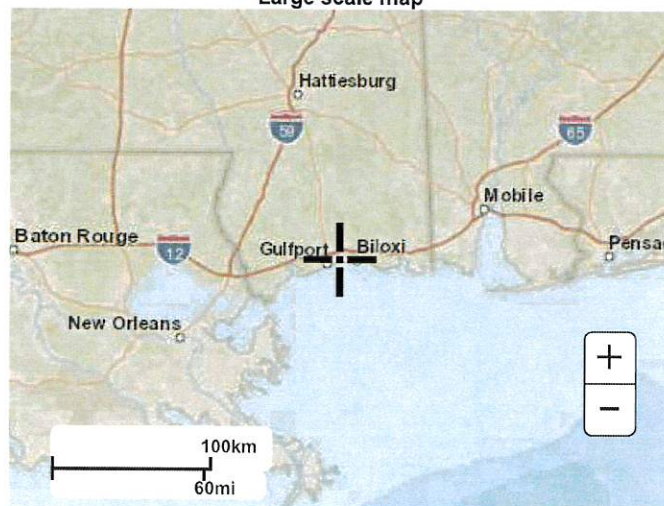
Small scale terrain



Large scale terrain



Large scale map



Large scale aerial



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Silver Spring, MD 20910
Questions?: HDSC.Questions@noaa.gov

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SCS Curve Numbers (CN)

Land Use Description	Hydrologic Soil Group			
	A	B	C	D
Residential				
Average lot size:				
1/8 acre or smaller	77	85	90	92
1/4 acre	61	75	83	87
1/3 acre	57	72	81	86
1/2 acre	54	70	80	85
1 acre	51	68	79	84
2 acre	46	65	77	82
1/8 acre or smaller	77	85	90	92
Paved parking lots and roofs	98	98	98	98
Streets and roads:				
Paved with curbs	98	98	98	98
Gravel	76	85	89	91
Dirt	72	82	87	89
Commercial and business areas	89	92	94	95
Industrial districts	81	88	91	93
Open spaces, lawns, and parks:				
Good condition	39	61	74	80
Fair condition	49	69	79	84
Fallow	77	86	91	94
Row crops	72	81	88	91

*Average Runoff Condition. $I_a = 0.2S$

Source: Soil Conservation Service TR-55

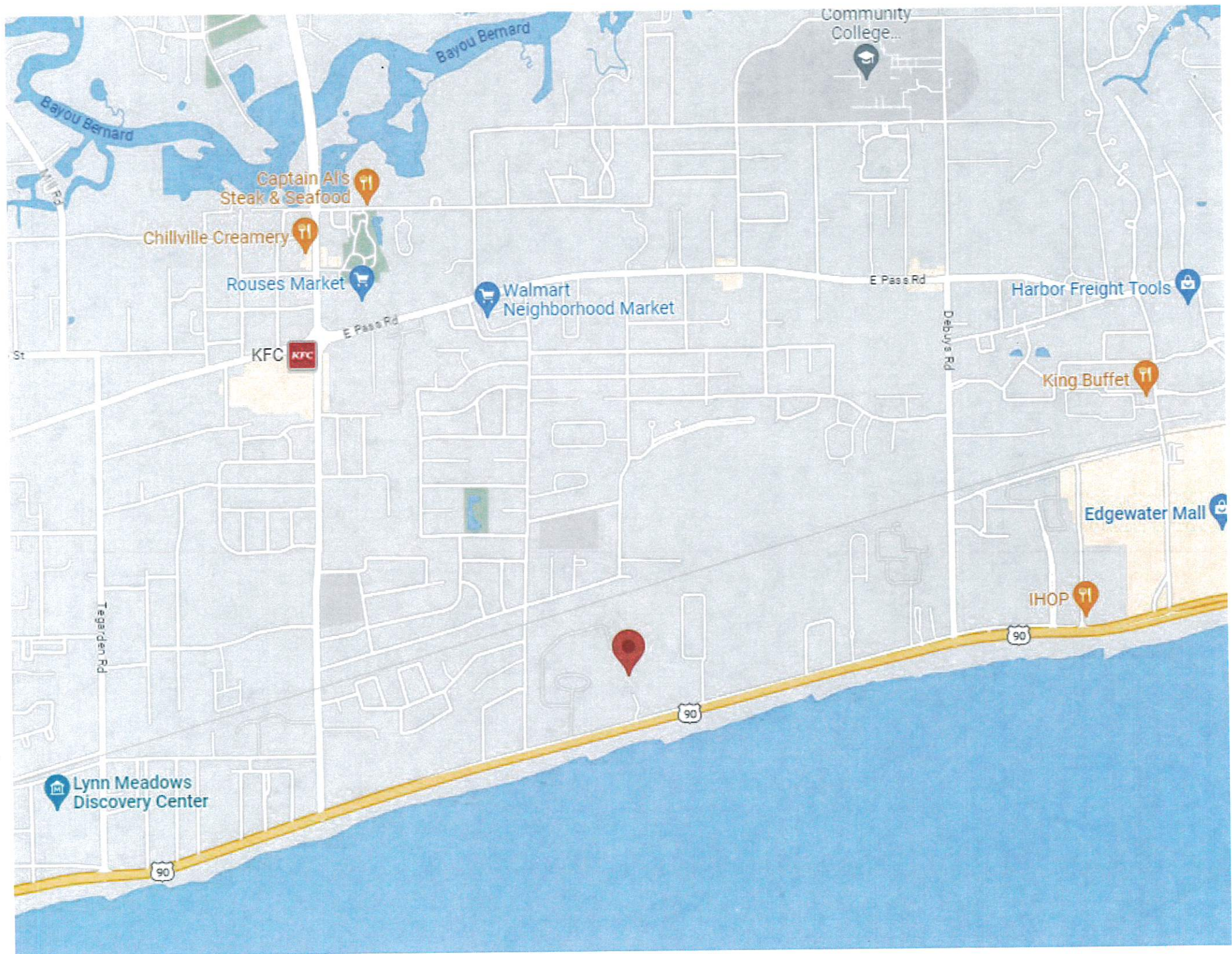
Manning's n-Values

Pipes	Manning's n
Reinforced concrete	0.013
Vitrified clay pipe	0.013
Smooth welded pipe	0.011
Corrugated metal pipe	0.023
Polyvinyl chloride (PVC)	0.010
Natural Channels	
Gravel beds, Straight	0.025
Gravel beds, large boulders	0.040
Earth, straight, some grass	0.026
Earth, winding, no vegetation	0.030
Earth, winding	0.050
Overland Flow	
Smooth surfaces (concrete, asphalt, bare soil)	0.011
Fallow (no residue)	0.05
Cultivated soils, residue ≤20%	0.06
Cultivated soils, residue >20%	0.17
Short grass	0.15
Dense grass	0.24
Bermuda grass	0.41
Light underbrush woods	0.40
Dense underbrush woods	0.80

Source: Soil Conservation Service TR-55

Appendix C

Vicinity Map



Soil Map—Harrison County, Mississippi



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

5/12/2023
Page 1 of 3

Soil Map—Harrison County, Mississippi

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features

 Blowout

 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water

 Perennial Water

 Rock Outcrop

 Saline Spot

 Sandy Spot

 Severely Eroded Spot

 Sinkhole

 Slide or Slip

 Sodic Spot

 Spoil Area

 Stony Spot

 Very Stony Spot

 Wet Spot

 Other

 Special Line Features

Water Features

 Streams and Canals

Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Harrison County, Mississippi

Survey Area Data: Version 19, Sep 9, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Nov 12, 2021—Dec 22, 2021

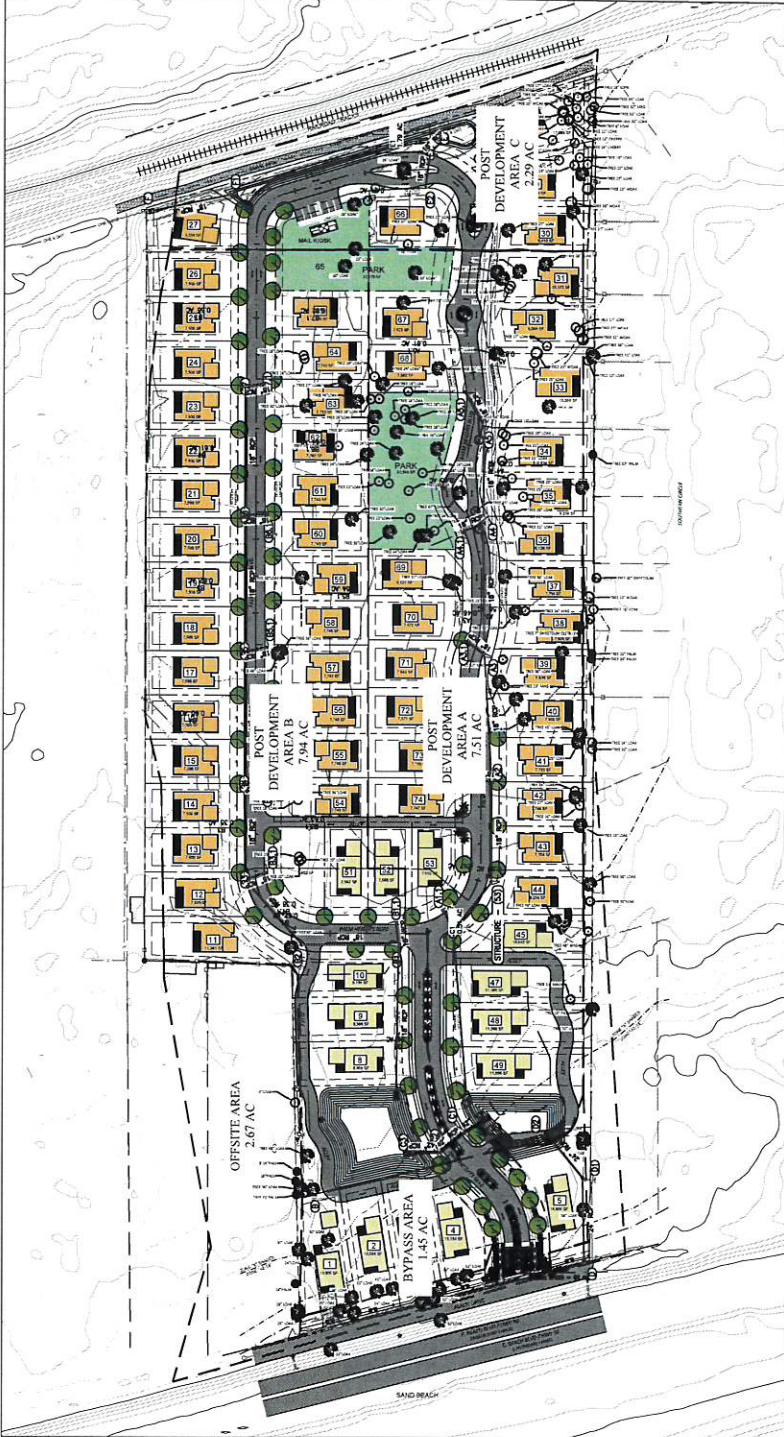
The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Appendix D

Pre-Development Drainage Map

Appendix E

Post-Development Drainage Map

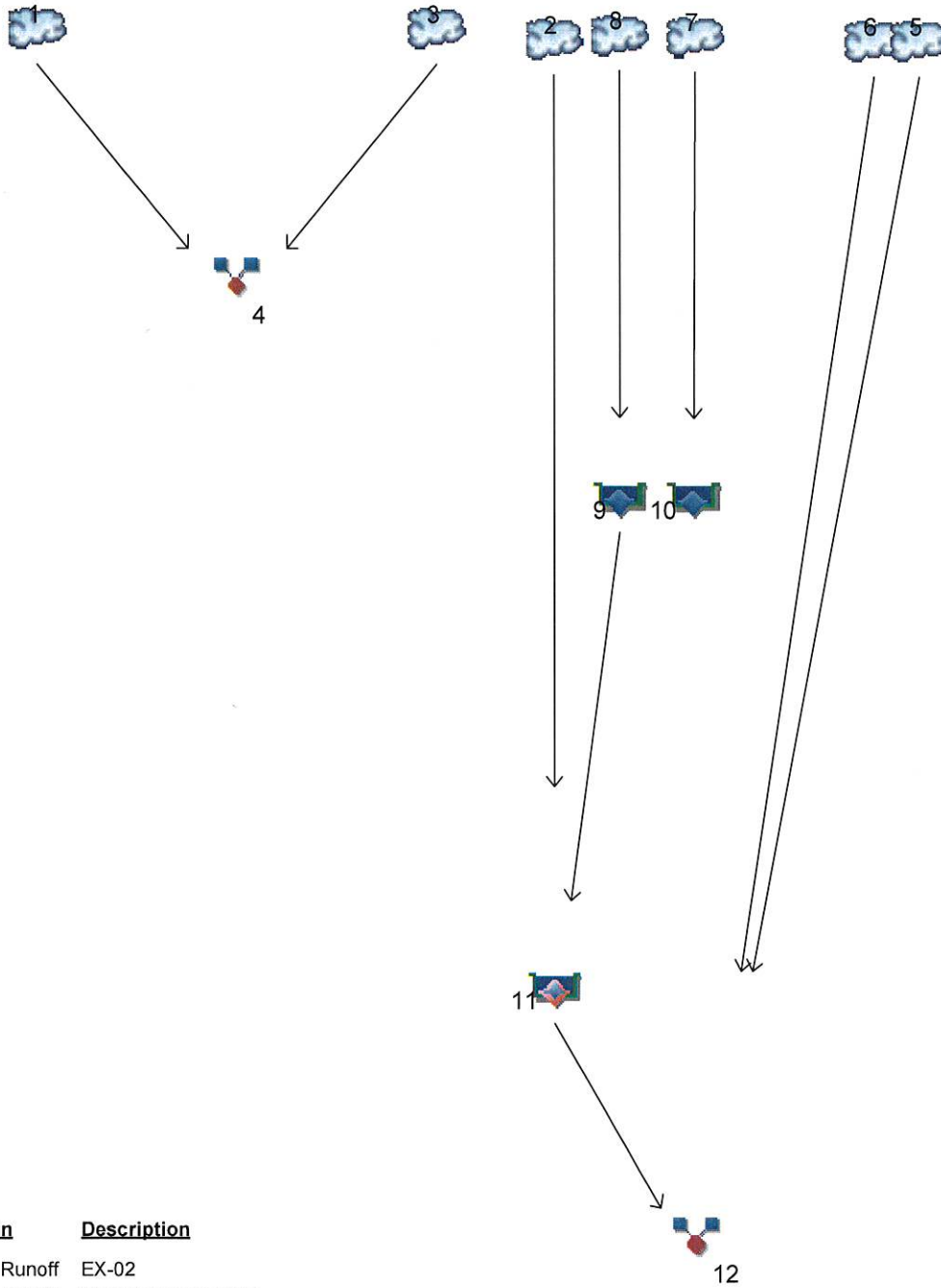


Appendix F

Pond Report

Watershed Model Schematic

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024



Legend

Hyd.	Origin	Description
1	SCS Runoff	EX-02
2	SCS Runoff	Post Development A
3	SCS Runoff	EX-01
4	Combine	Total Pre Development
5	SCS Runoff	Offsite
6	SCS Runoff	Bypass
7	SCS Runoff	Post Development C
8	SCS Runoff	POST DEVELOPMENT B
9	Reservoir	POND B
10	Reservoir	POND C
11	Reservoir(i)	COMBINE
12	Combine	TOTAL POST DEVELOPMENT

Hydrograph Report

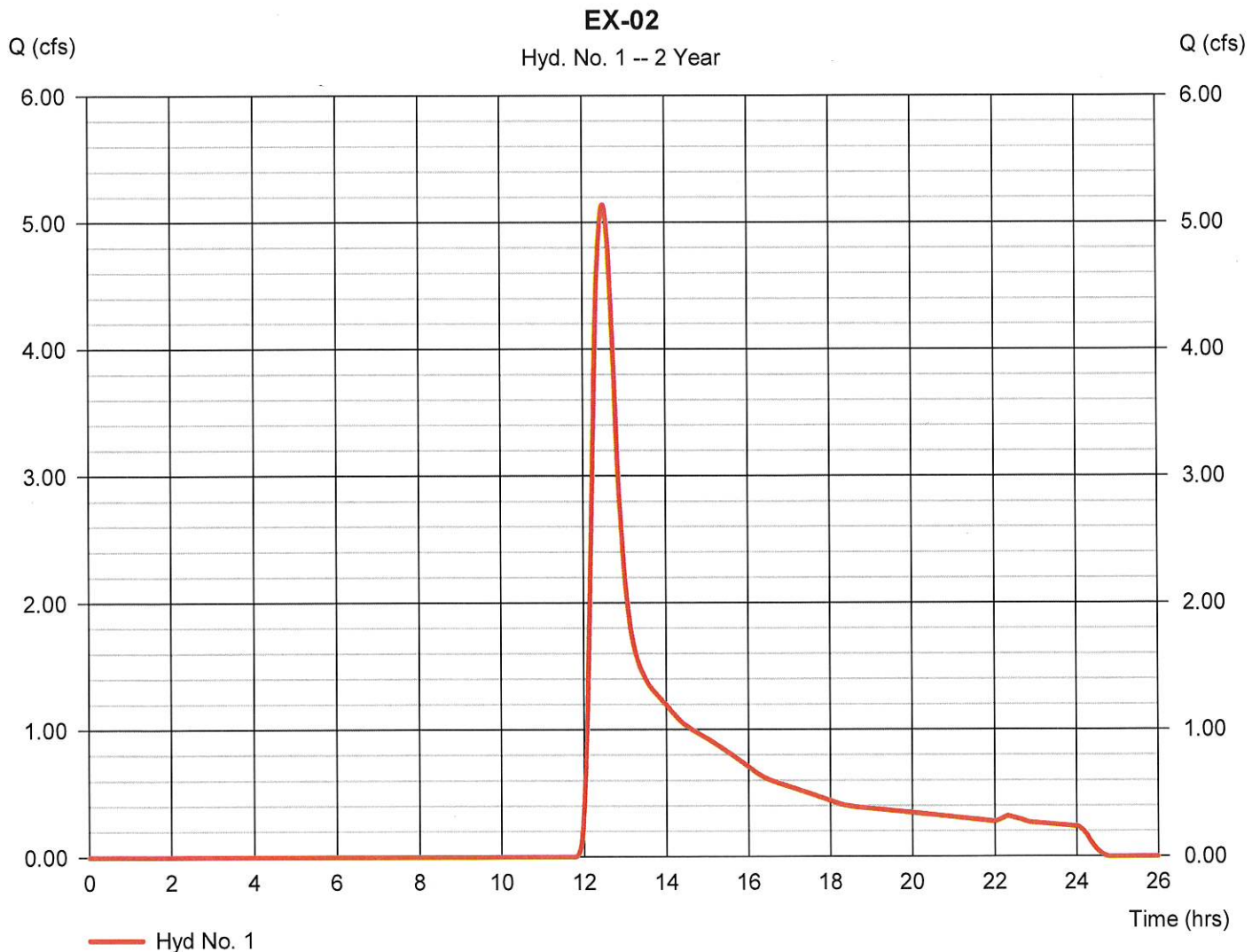
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Tuesday, 05 / 23 / 2023

Hyd. No. 1

EX-02

Hydrograph type	= SCS Runoff	Peak discharge	= 5.141 cfs
Storm frequency	= 2 yrs	Time to peak	= 12.50 hrs
Time interval	= 1 min	Hyd. volume	= 35,922 cuft
Drainage area	= 9.860 ac	Curve number	= 49
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 32.10 min
Total precip.	= 5.84 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484



TR55 Tc Worksheet

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Hyd. No. 1

EX-02

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.240	0.011	0.011	
Flow length (ft)	= 274.0	0.0	0.0	
Two-year 24-hr precip. (in)	= 5.84	0.00	0.00	
Land slope (%)	= 1.50	0.00	0.00	
Travel Time (min)	= 26.54	+	0.00	+
			0.00	= 26.54
Shallow Concentrated Flow				
Flow length (ft)	= 533.00	0.00	0.00	
Watercourse slope (%)	= 1.00	0.00	0.00	
Surface description	= Unpaved	Paved	Paved	
Average velocity (ft/s)	=1.61	0.00	0.00	
Travel Time (min)	= 5.51	+	0.00	+
			0.00	= 5.51
Channel Flow				
X sectional flow area (sqft)	= 0.00	0.00	0.00	
Wetted perimeter (ft)	= 0.00	0.00	0.00	
Channel slope (%)	= 0.00	0.00	0.00	
Manning's n-value	= 0.015	0.015	0.015	
Velocity (ft/s)	=0.00	0.00	0.00	
Flow length (ft)	(0)0.0	0.0	0.0	
Travel Time (min)	= 0.00	+	0.00	+
			0.00	= 0.00
Total Travel Time, Tc				32.10 min

TECHNICAL SPECIFICATIONS

FOR:

Palm Heights Subdivision Gulfport, Mississippi

PREPARED FOR:

Elliott Homes, LLC
1402 Pass Rd.
Gulfport, MS 39501

PREPARED BY:



**Terry Moran Engineering with
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PROJECT NO. 22-020

TECHNICAL SPECIFICATIONS INDEX

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DIVISION 2 - SITEWORK

SECTION 02050 - DEMOLITION AND REMOVAL

1.0 SCOPE OF WORK

- 1.1 This work shall consist of all labor, materials, services, and equipment necessary to remove the existing obstructions, including but not limited to fences, slabs, foundations and utilities which are designated to be removed and/or re-located in the plans and in these specifications.
- 1.2 Contractor shall pay for any permits, licenses, bonds, etc., required for demolition or removal items herein.
- 1.3 Work related to these removal items such as Site Preparation, Earthwork, Grading and Drainage and Site Utilities is specified elsewhere under those applicable sections.
- 1.4 Any work performed within public right-of-way or on adjacent properties shall be done in strict accordance with the requirements of the governmental agencies or the owning entities having jurisdiction and shall not begin until authorized by those parties.
- 1.5 The Existing Conditions Plan has been prepared in order to show all existing structures and improvements. Others may exist and may be discovered upon visiting the site. It is the Contractor's responsibility to visit the site prior to initiating any work. If any deviations from those conditions shown are found, the Contractor shall notify the Engineer and Owner in writing immediately. If said deviations are found by Engineer to adversely affect the progress or scope of the project, construction will cease until said deviations are resolved between the Contractor and Engineer.
- 1.6 All surrounding site features which are shown to remain on the drawings, shall not be injured in any manner during the Contractor's work. Any adjacent public street or road that is used to accomplish the work herein shall be fully restored if damaged or changed in any respect during the work, to the complete satisfaction of the governmental agencies having jurisdiction over said street or road.
- 1.7 Any damage done to existing drainage facilities or utilities during the course of this work shall be repaired at the Contractor's expense in a manner acceptable to Engineer and the owning entity. Any unnecessary damage shall be reported to Engineer, should it occur.

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2.0 MATERIALS

None

3.0 CONSTRUCTION REQUIREMENTS

- 3.1 Quantities for Removal Items have been shown in the plans. The Contractor shall be responsible for visiting the site so as to obtain a better understanding of exactly what difficulties are associated with these removal items, and determining more exact quantities, if necessary.
- 3.2 It shall be the Contractor's responsibility to contact all pertinent utility companies or owning entities to verify that the utilities shown to be removed are in fact inoperative, and if not, shall provide a temporary means of operation until permanent utilities are in place.
- 3.3 Extreme caution shall be taken when removing any structures or utilities below grade to prevent damage or disturbance to existing utilities which are to remain in service.
- 3.4 Concrete curb and drainage structures shall not be removed until the traffic is satisfactorily accommodated otherwise.
- 3.5 All removal items, if deemed to not be salvageable by the Engineer, shall be satisfactorily disposed of by the Contractor off-site.
- 3.6 Contractor shall not remove any existing storm drain pipe shown on the plans to be removed, until positive drainage has been secured for all areas.
- 3.7 No existing storm drain pipe shall be plugged until providing a positive drainage route for the area adjacent to the pipe.
- 3.8 All demolition and removal of existing buildings or building slabs shall include any and all building remains, building floor slab, all subsurface structural footings and piers, and all utility appurtenances associated with the buildings including, but not limited to plumbing, gas, electric, telephone meters, etc., up to the point at which said services enter the project limits, unless specified otherwise .

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4.0 METHOD OF MEASUREMENT

- 4.1** Removal of existing items (and re-location were required) will be measured as indicated on the plans and shall include complete and satisfactory removal and transportation of the material and any associated materials that might be incurred, out of the project limits and shall include proper disposal of those items.
- 4.2** Materials designated to be removed shall be legally deposited at a location approved by Engineer, and shall by no means be burned or deposited on-site.

END OF SECTION

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DIVISION 2 - SITEWORK

SECTION 02100 - SITE PREPARATION

PART 1 GENERAL

1.01 Scope of Work

- A. Cleaning site of debris, grass, trees and other plant life in preparation for site or building excavation work.
- B. Protection of existing structures, trees or vegetation indicated on the contract documents to remain.
- C. Stripping topsoil from areas that are to be incorporated into the limits of the project and where so indicated on the construction drawings.

1.02 Related Sections

- A. Section 02050 - Demolition
- B. Section 02200 - Earthwork
- C. Section 02270 - Slope Protection and Erosion Control
- D. Construction Drawings

1.03 Environmental Requirements

- A. Construct Temporary Erosion Control Systems as Shown on the Plans or as directed by the Engineer to protect adjacent properties and water resources from erosion and sedimentation.

1.04 Job Conditions

- A. Conditions existing at time of inspection for bidding purposes will be maintained by owner in so far as practical.
- B. Variations to conditions or discrepancy in actual conditions as they apply to site preparation operations are to be brought to the attention of the owner prior to the commencement of any site work.

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1.0 SCOPE OF WORK

- 1.1 This work shall consist of clearing, grubbing, stripping, excavation, removal and disposal of all overburden materials and debris of whatever character necessary to satisfactory expose suitable subgrade material.
- 1.2 Stripping is generally inclusive of the top six inches (6") of material referred hereafter to as topsoil, but will include whatever depth necessary to satisfactorily expose acceptable subgrade.

2.0 MATERIALS

None.

3.0 CONSTRUCTION REQUIREMENTS

3.1 Clearing and Grubbing

- 3.1.1 Clearing and grubbing shall include removal of all trees, brush, stumps, and tall grass that are designated to be removed in the plans. It may be necessary for the Contractor to bush-hog portions of the site prior to beginning the stripping operations. There shall be no separate payment for said work. Undisturbed stumps and roots, and nonperishable solid objects which will be a minimum of three feet below subgrade or slope of embankments may be left when authorized by Engineer.
- 3.1.2 Burning of perishable material shall be done only in accordance with applicable laws, ordinances, and regulations. All burning is subject to the permission of the local Fire Department and/or Fire Marshall and in accordance with their requirements. No burning within limits of paving or buildings is allowed whatsoever.
- 3.1.3 All materials and debris not burned shall be removed and disposed of outside of the project limits in a manner satisfactory to Engineer. Burial of material or debris on the project is not permitted without the expressed consent of the Engineer.
- 3.1.4 Following the clearing and grubbing operations, the Contractor shall slope the existing ground surface and fill depressions and stumpholes to encourage drainage utilizing existing material within the limits of clearing and grubbing and to the specified grades.

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- 3.1.5 After sloping the ground surface to ensure positive drainage over the entire site, the Contractor shall rake the entire area to remove surface roots and objects and to provide a final dressing for the project area.
- 3.1.6 Low hanging and unsound or unsightly branches on trees or shrubs on adjacent property, but extending over the clearing and grubbing limits shall be trimmed. All trimming shall be done by skilled workmen and in accordance with good tree surgery practices. An approved asphalt paint prepared specifically for tree surgery shall be furnished and applied by Contractor to cut or scarred surfaces on trees or shrubs not designated to be removed.
- 3.1.7 Contractor shall saw-up, pile, and burn trees in accordance with paragraph 3.1.2, where allowed by local municipality, in an area approved by the Owner and Engineer. Said area shall be set aside prior to commencement of this project.

3.2 Stripping

- 3.2.1 Contractor shall remove topsoil prior to the placement of new fill material.
The depth of topsoil to be removed will be that depth required to expose suitable subgrade material, as determined by the Engineer or Soils Engineer.
- 3.2.2 Contractor shall undercut any existing swales through the site deeper than the six inches (6") as required to remove all loose and soft material present.
- 3.2.3 The Contractor shall not remove any topsoil in those areas designated on the plans to be grassed or landscaped, except as necessary for the construction of new improvements.
- 3.2.4 Contractor's stockpiling of topsoil and plating materials operation shall be completed prior to beginning any further work or excavation of the underlying material.

3.3 Excavation

- 3.3.1 Excavation shall include all topsoil that is deemed by the Engineer or Soils Engineer as unsuitable for subgrade material. Topsoil shall not be used as fill material.

3.3.2 Excavation operations shall be so conducted as to minimize the loosening of materials outside the area designated for removal of such material or below the indicated grade. No payment will be made for the removal, disposal, or replacement of material determined to be loosened or undercut through carelessness or negligence on the part of the Contractor.

3.4 Disposal

3.4.1 Contractor shall provide at his expense a suitable area for disposal of topsoil which is determined by the Soils Engineer or Engineer to be unsuitable as upgrade material, or that is not necessary for plating material. A quantity of topsoil sufficient to bring, those areas designated to be grassed or landscaped to finished grade, (4" required) will be set aside by the Contractor for use, subsequent to all other compensation to the Contractor for hauling topsoil off of the site and depositing excess topsoil.

4.0 METHOD OF MEASUREMENT

4.1 Clearing, Grubbing, and Stripping will be measured by their respective units and shall include complete removal and deposition of any materials encountered deemed by Engineer or Engineer's Representative as unsuitable for subgrade material, from the project in a proper and acceptable manner and stockpiling all, or the portion of topsoil material sufficient in quantity to cover proposed lawn areas, the required 4 inches.

END OF SECTION

DIVISION 2 - SITEWORK

SECTION 02200 - EARTHWORK

1.0 SCOPE OF WORK

- 1.1 The Contractor shall furnish all labor, equipment, transportation, and supplies necessary for the completion of all earthwork as shown on the drawings and specified herein, and includes the preparation of subgrades, foundations, and other utilization or disposal of materials excavated, and the compaction and dressing of excavated areas and embankments. Excavation for drainage, water, and sewer systems is not included under this section, but is considered incidental to the drainage and sewer systems installations.
- 1.2 Contractor shall perform all on and offsite preparation work and earth moving required to best achieve land balance and to meet indicated subgrade.
- 1.3 All Clearing, Grubbing, and Stripping shall take place and those materials either stockpiled offsite or disposed of prior to any further preparation of subgrade or earthwork operations, as specified under SITE PREPARATION.
- 1.4 All excavating, filling, compacting, and grading required shall be done so as to obtain the finished subgrade elevations. Subgrade shall be prepared to properly receive pavements, slabs, structures, or fill as shown in the drawings and these specifications.
- 1.5 Contractor shall be responsible for coordinating and contacting the Soils Testing Laboratory in accordance with these specifications to observe the overall earthwork operation, including but not limited to, the Stripping, Clearing, and Grubbing, proof-rolling of subgrade, cut and fill work, and site grading. Owner will retain Soils Testing Laboratory prior to the letting of this contract. Owner will submit to Contractor an outline of the required testing.
- 1.6 Contractor shall be responsible for establishing and maintaining a borrow source should the earthwork not balance. Said borrow source samples shall be submitted to the Owner's testing lab to ensure compatibility of soil material for use as fill material. Contractor shall ensure that borrow material is clean and uncontaminated by organic soils or other deleterious materials.

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If native material from Contractor's operations, and shall always be left in a well positioned.

- 1.7 Contractor shall assume sole responsibility for the completion of the work described herein regardless of the subsurface materials or conditions encountered.
- 1.8 Contractor shall at all times minimize noise-producing activities, and shall comply to all noise abatement ordinances.
- 1.9 Contractor shall keep all areas of construction sufficiently dampened to prevent dust from adversely affecting adjacent properties or public streets. Contractor shall ensure that trucks leaving the site are free of mud and earth, and do not leave deposits on adjacent streets or properties. Any deposits that are left shall be immediately removed by the Contractor at his expense to the satisfaction of the entity having jurisdiction.
- 1.10 Contractor shall be responsible for ensuring the protection of adjacent properties from runoff of soils. Contractor shall temporarily construct, at his expense, whatever means necessary to ensure no erosion or sediment transport occurs onto adjacent properties. This shall be incidental to the other units of work described herein.
- 1.11 During the earthwork operations, Contractor shall pay close attention to those existing utilities and improvements designated to remain, so as to not cause any damage to said features. Should any damages occur as a result of Contractor's operations, said damages will be repaired at Contractor's expense.
- 1.12 During the entire course of this work, Contractor shall maintain existing drainage ways. During placement and grading operations, the exposed subgrade shall be maintained in a positively drained condition.
- 1.13 All earthwork performed under this Contract shall be done in strict accordance with this specification.

2.0 MATERIALS

- 2.1 Native subsurface granular materials, which are free from organic contamination and are approved by Engineer shall be suitable for use as fill. Organic contamination is defined as containing 4.0 percent or more of organic material.
- 2.2 Select Granular Fill shall be approved by the Engineer and shall consist of sand, clayey sand or sandy clay, provided the % passing the #200 sieve is not greater than 15% for any of the material.

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3.0 CONSTRUCTION REQUIREMENTS

3.1 General

- 3.1.1 Contractor shall ensure during the course of this work that all excavations are free from water before structures and pipes are installed.
 - 3.1.2 Contractor may be required to provide all necessary pumps, drains, well point systems, and other means of removing water from excavations, trenches, subgrades, etc., if necessary to accelerate the dewatering process. Water from said portions of the work shall be disposed of in a manner satisfactory to Owner, Engineer, and Municipality.
 - 3.1.3 Should the subgrades experience "pumping" and loss of bearing strength due to accumulated water beneath the subgrades, the compaction of these material shall be terminated. The Contractor shall either remove the affected soil to a sufficient depth and replace with a dry fill material, or allow the excess moisture to dissipate sufficiently to achieve the specified compaction.
 - 3.1.4 Site Contractor shall be responsible for making whatever subsurface exploration, as he deems necessary to determine if any further excavation than that shown on the plans is necessary to remove unsuitable material(s). Any unsuitable material(s) discovered below the ground surface shall be removed and disposed of, as described in these specifications. There will be no separate or additional payment for excavation, handling, processing, removal, replacing, or re-compacting that is related to this work, other than the pay items set forth in the Bid Proposal.
- 3.2.1 All surface materials shall be stripped from limits of the area to be improved and satisfactorily stockpiled on-site in an area outside of any proposed construction and reserved for later use. All other unsuitable materials shall be satisfactorily disposed of off of the site. Suitable in-situ subgrade materials shall then be proof-rolled and compacted in place to the density specified in the Geotechnical Report.
 - 3.2.2 Excavations shall be finished to reasonably smooth and uniform surfaces with a tolerance of $\pm 1/2"$. Operations shall be conducted so that material outside the limits of slopes will not be unnecessarily disturbed and so as to minimize the loosening of materials outside the required slopes or below the indicated grade.

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- 3.2.3 When the Contractor's excavating operations encountered remains of prehistoric dwelling sites or other artifacts of historical or archeological significance, the operations shall be temporarily discontinued. The Engineer will contact appropriate authorities to determine the disposition thereof. When directed by the Engineer, the Contractor shall excavate the site in a manner to preserve the artifacts encountered, and if required shall remove them for delivery to the custody of the proper State authorities. Such excavation will be considered and paid for as extra work.
- 3.2.4 Where excavation to grade results in a foundation, subgrade, or slope of unsuitable soil, the Contractor shall remove unsuitable materials and backfill to the required grade with approved material. Slides or other soil failures shall be removed by the Contractor unless their removal is waived by the Engineer.
- 3.2.5 All earth cut slopes shall be dressed to smooth and uniform surfaces to conform to the specified sections. Slopes shall not exceed 2:1 horizontal to vertical, unless a lesser slope is specified herein, in which case the otherwise specified slope shall govern.
- 3.2.6 All material encountered in excavation within the project which is unsuitable for use in the work shall be removed and disposed of as specified in the contract or as directed. Unless otherwise specified, the Contractor shall provide at his own expense the location for the disposal of excess excavation. Contractor shall plan his operation to utilize all suitable excavation in the project including transportation as required.
- 3.3 When practical, the most suitable materials will be placed in the top courses of fill sections.
- 3.4 Where plating or landscaping is contemplated, either in cut or fill sections, appropriate adjustment shall be made in the graded section during construction so that the finished section after plating will conform within allowable tolerances to the typical sections and finished grades shown on the plans.
- 3.5 Embankments around structures shall not start until the structure has been properly cured for the minimum number of days required and permission has been granted by the Engineer to proceed with the work. The Contractor shall repair, restore with new work, or make good without extra compensation, all damage done to any structure as a result of the backfilling operations.

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- 3.6 All backfill material shall be at the moisture content determined to be proper for the particular material being placed so that the resulting work will be both dense and stable. It shall be the Contractor's responsibility to remain the proper moisture content during compaction operations.
- 3.7 The materials shall be compacted to 95% standard proctor density per ASTM D698, unless stated otherwise. Tests shall be made in accordance with applicable AASHTO or ASTM test methods.
- 3.8 The finished contours and spot elevations shown on the Grading and Drainage Plan indicate the finished surface after all construction. In areas where paving, floor slabs, or plating with topsoil are specified, Contractor shall make due allowances for these thickness.
- 3.9 Contractor shall make note of pavement thickness as shown and the areas in which they occur. Landscaped or lawn areas are to be finished four inches (4") below finished grade. New street paving inside public right-of-way shall be finished as required by those governing entities. The tolerance on all earthwork and finished grading shall be +/- one-half inch (1/2).
- 3.10 Cut and Fill Work shall be done in strict accordance with these specifications. By no means shall fill material be placed in excess of eight inch(8") thick loose lifts or compact to less than 95% standard density.

4.0 METHOD OF MEASUREMENT

- 4.1 Earthwork shall be measured per the respective unit prices and shall include all excavation, compaction, filling, grading, subgrade preparation, utilization, transportation, and disposal of material required to obtain the finished subgrade elevations specified in the plans and the required compaction specified herein.

END OF SECTION

02200

DIVISION 2- SITEWORK

SECTION 02232 - GRANULAR BASE MATERIAL

1.0 SCOPE OF WORK

- 1.1 This work shall consist of furnishing and placing one or more plant-mixed courses of crushed limestone base course on a prepared subgrade in accordance with these Specifications and in reasonably close conformity with the lines, grades, thickness and typical cross-sections shown on the Plans.

2.0 MATERIALS

- 2.1 Material shall be composed of three (3) well controlled aggregate sizes and water mixed in a central plant. Aggregates shall be one hundred (100) percent crushed limestone or granite produced in three (3) separate sizes in conformance with this specification.
- 2.2 The composition blend of the components of aggregates from approved source(s) shall fall within the master gradation ranges, based on aggregates of uniform specific gravity.
- 2.3 The overall limits set out in these master ranges encompasses the extreme limits for the combination of aggregates from various sources. Closer controls on the composition blend of the components, appropriate to the job materials, shall be established for the mixture required under any contract by establishment of an approved job mix formula in accordance with these provisions.
- 2.4 The job-mix formula shall bind the Contractor to furnish mixtures meeting the requirements of such approved exact formula within the allowable tolerance specified.
- 2.5 Samples of the actual mixtures in use will be taken as often as the Engineer may deem necessary, to insure maintenance of uniformity of the quality of the mixture within allowable tolerances, throughout the work.
- 2.6 No change in source of materials will be allowed on the project without expressed written consent from the Engineer. In such cases, Contractor will be responsible for supplying and paying for the testing required in the section.
- 2.7 No mixture will be accepted for use, nor shall any mixture be placed until the Engineer has established or approved a job-mix formula for the partial mixture.

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- 2.8 The material shall consist of limestone or granite.
- 2.9 No source of material used in the blend shall have a percent of wear, Los Angeles Abrasion Test, of more than 50. All material shall contain less than twenty (20) percent thin or elongated pieces.
- 2.10 The gradation for the Granular Base Material shall be as follows.

<u>Square Mesh Size</u>	<u>% passing (by dry weight)</u>
1-12"	100
1'	90-100
3/4"	70-95
3/8"	50-80
#4	35-65
#10	25-50
#40	10-26
#200	4-12

3.0 CONSTRUCTION REQUIREMENTS

- 3.1 Prior to placement of Granular Base Course, the site shall be prepared and proof-rolled in Accordance with the EARTHWORK section.
- 3.2 All stockpiling and proportioning, Equipment, Spreading, Shaping and Compacting shall be done in accordance with the applicable requirements of section 308 of the Local State Highway Department or Department of Transportation Standard Specifications for Highway Construction, latest edition.

4.0 METHOD OF MEASUREMENT

Granular Base Course will be measured by the number of square yards, compacted to the specified density, to the thickness specified in the Plan, per measure.

END OF SECTION

02232

DIVISION 2 - SITEWORK

SECTION 02270 - SLOPE PROTECTION & EROSION CONTROL

1.0 SCOPE OF WORK

- 1.1 This work shall consist of all labor, materials, and equipment necessary to temporarily control erosion as shown on the drawings and specified herein, including, but limited to, sodding, silt traps, sediment barriers, earthen berms, diversion ditches, and the placement of hay bales.

2.0 MATERIALS

- 2.1 Filter cloth for silt fences shall be a pervious sheet of synthetic polymer filaments nonwoven from continuous fibers and shall be the type specified on the drawings or an approved equal.

3.0 CONSTRUCTION REQUIREMENTS

- 3.1 Temporary erosion control shall be used until such time as permanent paving, planting, and restoration of natural areas are effective in the control of site erosion.
- 3.2 Sodding shall be at openings of on-site flared end sections and at curb cuts as specified on the drawings.
- 3.3 Silt traps shall be installed as necessary and shall be maintained until other erosion control methods can be substituted for them. Silt traps shall be cleaned out when half filled with silt.
- 3.4 Sediment barriers shall be located at all points where surface water can leave the construction site after bypassing a silt trap, if that point is subject to erosion. Barriers shall be constructed to remove sediments from flowing water through filtration by filter cloth fences or staked hay bales. Sediment barriers shall be arranged to create ponding behind them. Sediment shall be removed to maintain ponding capacity drainage structures until establishment of permanent erosion control.
- 3.5 Diversion ditches and earthen berms shall be constructed wherever steep slopes or changes in grade are required.
- 3.6 All temporary erosion control measures shall be removed and areas restored when permanent erosion control is effective.
- 3.7 No drainage across building pad.

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4.0 METHOD OF MEASUREMENT

- 4.1 There shall be no separate pay item for temporary erosion control, in that it is incidental to the applicable types of work.

END OF SECTION

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DIVISION 2 - SITEWORK

SECTION 02430 - DRAINAGE STRUCTURES

1.0 SCOPE OF WORK

- 1.1 The Contractor shall furnish all labor, materials, tools, equipment and incidentals necessary to construct all drainage structures and related work including but not limited to junction boxes, detention structures, concrete flumes, and incidental ditch shaping, in accordance with these specifications and in reasonably close conformity with the lines, grades and dimensions shown on the drawings or established by the Engineer.

2.0 MATERIALS

- 2.1 Concrete - Class B, Local State Highway Department or Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
- 2.2 Bar Reinforcement - Grade 40 or 60 billet steel , ASTM A-615.
- 2.3 Castings-Heavy Duty-non-rocking shall be of uniform quality , free from blowholes, shrinkage, distortion or other defects. They shall be smooth and well cleaned by shot blasting. Metal used in manufacture shall to ASTM A48-76 Class 35 for Gray Iron and ASTM A536-80 Grade 65-45-12 for Ductile Iron. All castings shall be true to pattern, component parts shall fit together in a satisfactory manner. Round frames and covers shall have continuously machined bearing surfaces to prevent rocking and ratting. Tolerance shall be plus or minus 1/16 per foot.
- 2.4 Expansion Joint - Performed expansion joint filler for concrete, AASTHO M-33.
- 2.5 Corrugated Polyethylene Drainage Tubing - AASHTO M-252; fittings shall conform to ASTM F-405.
- 2.6 Junction Box Steps - Cast iron, ASTM A-48, Class 30 or 12" wide 3/8" steel reinforcing rod in capsuled in a copolymer polypropylene plastic similar to M.A. Plastic Step as manufactured by M.A. Industries, Peachtree City, Georgia, integrally cast with junction box, or cast in place with junction box.
- 2.7 Select Backfill Borrow Material specified specified elsewhere.

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3.0 CONSTRUCTION REQUIREMENTS

- 3.1 Conform to applicable construction requirements of the Local State Highway Department or Department of Transportation Specifications for Road and Bridge Construction, latest edition, and all additional supplements.
- 3.2 Ditches and swales shall be dressed to a smooth and uniform surface and shall conform reasonably close to the typical section shown on the drawings. Machine dressed slopes will be classed satisfactory and hand dressing will not ordinarily be required.
- 3.3 Excavation and backfill required for construction of culverts, junction boxes, flared end sections, and other drainage structures, where applicable, shall be included in the price for the structure.
- 3.4 The ground surface that has been affected by the Contractor's operation shall be dressed to a smooth and uniform surface reasonably close to the original ground surface and shaped to encourage drainage.
- 3.5 Pre-cast inlets, junction boxes, and detention structures may be permitted by Engineer subject to review and approval of shop drawings.
- 3.6 Perforated polyethylene drainage tubing to be constructed with all standard junction boxes, and other drainage structures shall be included in the cost of each standard junction box. (THERE WILL BE NO SEPARATE PAYMENT FOR THIS TUBING.)
- 3.7 All drainage structures shall be installed with steps as shown in the construction drawings and designated herein where the structure height from flow line to top structure height exceeds five feet(5").
- 3.8 All drainage structures shall be constructed on a 6" thick (minimum) Select Backfill Borrow Material foundation per the plans.

4.0 METHOD OF MEASUREMENT

- 4.1 All drainage structures and related work will be measured as indicated in the drawings. Drainage structures including all related casting, frames, perforated pipe, etc., will be measured by the number of completed and functioning units in place. Drainage ditch will be measured by the number of linear feet of ditch constructed and satisfactorily completed.

END OF SECTION

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DIVISION 2 - SITEWORK

SECTION 02434 - STORM DRAIN CULVERTS

1.0 SCOPE OF WORK

- 1.1 The Contractor shall furnish all labor, equipment, tools, and equipment for the construction of pipe culverts, hereinafter referred to as "conduit", in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans or established. It shall also consist of furnishing all materials, and joining the work to the other conduit, catch basins, manholes, inlets, etc. as may be required to complete the work in accordance with these specifications and/ or as detailed in the drawings.

2.0 MATERIAL

- 2.1 Conduit shall conform to the design and dimensions shown on the plans, and materials shall meet the requirements specified.
 - 2.1.1 Reinforced Type Round Concrete Pipe - ASTM C-76 & AASHTO M-170, Spigot Groove, "O" type rubber gasket joint in conformance with C-443, lubricant as recommended by gasket manufacturer.
 - 2.1.2 High Density Polyethylene Pipe (HDPE) - ASTM F-408, ASTM F-667, AASHTO M-252, and ASTM D-2321.
- 2.2 Lifting holes will not be allowed in any concrete pipe on this project.
- 2.3 Select Backfill Borrow Material - specified elsewhere.
- 2.4 Storm Drain Culverts other than reinforced concrete may be allowed, but are subject to Engineer's approval.

3.0 CONSTRUCTION REQUIREMENTS

- 3.1 Conform to applicable local State Highway Department or Department of Transportation Specifications for Road and Bridge Construction, latest edition, and all additional supplements.
- 3.2 Lengths of storm drain pipe shown on the drawings are appropriate distances from center to center of structures. The Contractor shall install drain pipe based on actual field measurements.

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- 3.3 Where reinforced concrete pipe is used, Contractor shall wrap each joint of culvert pipe with four ounce filter cloth, 36" wide, centered on joint, and secured to the pipe with duct tape or mastic. Conform to the drawings.
- 3.4 Where the excavation is in wet material, and suitable construction conditions cannot be obtained by other methods, the Contractor shall install and operate, at his own expense, a pumping system connected with well points, so as to drain the same effectively. All wet point holes shall be back-filled with sand after removal. No masonry or pipe shall be laid in water, and water shall not be allowed to rise over masonry until concrete or masonry has set at least 48 hours. All water pumped or drained from the work shall be disposed of in a manner that will not damage adjacent property or other work under construction. Necessary precautions shall be taken to protect all construction against flooding. No culvert shall be laid in wet trenches.
- 3.5 Where the storm crosses a sanitary sewer line or water main and the vertical clearance is less than eighteen inches (18"), the pipe intersection shall be embedded in concrete for a distance of five feet (5') each way from centerline of intersection.
- 3.6 Contractor shall provide Select Backfill Borrow Material in accordance with these plans and specifications. Cost of said backfill to be included in the linear foot cost of culverts.
- 3.7 Connections of new storm drains to existing and proposed drainage structures shall be provided as shown on the plans. The cost for this work shall be included in the linear foot cost of the pipe being connected.
- 3.8 Where culverts cross existing asphalt or concrete pavement, Contractor shall carefully saw-cut pavement over a sufficient width and as necessary to place new pipe, backfill around pipe per these specifications, and replace pavement to existing thickness with same type and replace base course, if necessary. The cost of this work shall be included in the linear foot cost of the pipe being placed. There shall be no separate payment for said work.

4.0 METHOD OF MEASUREMENT

- 4.1 Storm drain culverts will be measured as indicated on the drawings and shall be determined in linear feet by multiplying the number of commercial lengths necessary and used to provide the specified lengths by the nominal laying length per pipe section.

END OF SECTION

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DIVISION 2 - SITEWORK

SECTION 02452 - SIGNAGE

1.0 SCOPE OF WORK

- 1.1 This work shall consist of all labor, materials, equipment, tools, and services for furnishing and placing traffic signs, in reasonably close conformity with these specifications and the details shown on the plans or established.

2.0 MATERIALS

2.1 Traffic Control Signs.

- 2.1.1 "Handicapped Parking" signs and code required traffic control shall be standard traffic control type signs and shall be manufactured by Traffic Parking and Control Company, Inc., 136 North 120th Street, Wauwatose, WI 53226, or a similar firm specializing in this type of commercial sign.
- 2.1.2 Handicapped parking sign shall read "Reserved Parking," and contain an identifying handicapped symbol. Sign shall be 12" x 18" x 0.80 aluminum with baked enamel finish. Sign shall have white lettering and symbol on blue background.
- 2.1.3 Traffic control signs, (stop signs, directional turn signs, etc.) shall conform to local code and state highway department standards and regulations.

3.0 EXECUTION

- 3.1 All signs shall be installed per the plans and the details within the plans.
- 3.2 Sign poles shall be erected plumb in their foundations and shall be installed to the proper height above grade.
- 3.3 Contractor shall always coordinate final sign placement with Engineer and the local governing entity. Where there is any discrepancy between Engineer and a governmental entity regarding final sign placement, that governmental entity shall have jurisdiction.

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- 3.4 Payment for a sign shall always include the installed sign, including foundation, pole, fasteners, sign face, any painting (if required), bollards (if required) and disruption to existing vegetation or pavement, if already in place.

END OF SECTION

02452

DIVISION 2 - SITEWORK

SECTION 02485 - GRASS ESTABLISHMENT

1.0 SCOPE OF WORK

- 1.1 This work shall consist of ground preparation, fertilizing, seeding and mulching to establish a permanent ground cover of grass in locations shown on the drawings and as designated in the drawings.

2.0 MATERIALS

- 2.1 Seed shall conform to an in-season mixture meeting the requirements of Section 214, Local State Highway Department or Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
- 2.2 Fertilizer-Conform to requirements of Section 212, Local State Highway Department or Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
- 2.3 Mulch-Conform to Section 215, Local State Highway Department or Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

3.0 CONSTRUCTION REQUIREMENTS

- 3.1 Ground preparation and application of fertilizer shall conform to the construction requirements of Section 212, Local State Highway Department or Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
- 3.2 Seeding shall conform to the construction requirements of Section 214, Local State Highway Department or Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
- 3.3 Mulching shall conform to the construction requirements of Section 215, Local State Highway Department or Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

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4.0 METHOD OF MEASUREMENT

- 4.1** Plant establishment, including ground preparation, fertilizing, seeding and mulching, complete with satisfactory growth and coverage, will be measured by the acre.

END OF SECTION

02485

DIVISION 2 – SITEWORK

SECTION 02525 - CURB AND SIDEWALKS

1.0 GENERAL

1.1 Section Includes

1.1.1 Combination concrete curb and gutter

1.1.2 Concrete Curb

1.1.3 Concrete Flume

1.1.4 Concrete Sidewalk

1.2 Related Sections

1.2.1 Section 02100—Site Preparation

1.2.2 Section 02584—Parking Lot and Roadway Marking

1.2.3 Section 03300—Cast-in-place Concrete (See Architectural/Building Specifications)

1.2.4 State Highway Department Standard Specifications

1.2.5 Construction Documents

1.3 References

1.3.1 ACI 304—Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete

1.3.2 ANSI/ASTM D1751—Preformed Expansion Joint Fillers for Concrete Paving and Structural construction

1.3.3 ANSI/ASTM D1752—Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction

1.3.4 ASTM C33—Concrete Aggregates

1.3.5 ASTM C94—Ready Mix Concrete

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1.3.6 ASTM C150—Portland Cement

1.3.7 ASTM C260—Air-Entraining Admixtures for Concrete

1.3.8 ASTM C309—Liquid Membrane-Forming Compounds for Curing Concrete

1.3.9 ASTM C494—Chemical Admixtures for Concrete

1.3.10 FS TT-C-800—Curing Compound, Concrete, for New and Existing Surfaces

1.4 Performance Requirements

1.4.1 Contractor shall maintain access for vehicular and pedestrian traffic as required for other construction activities. Utilize temporary striping, flagmen, barricades, warning signs, and warning lights as required.

2.0 PRODUCTS

2.1 Materials

2.1.1 Forms: Steel, wood, or other suitable material of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects. Use flexible spring steel forms or laminated boards to form radius bends as required. The forms shall be of a depth equal to the depth of curbing or sidewalk, and so designed as to permit secure fastening together at the tops. Coat forms with nonstaining type coating that will not discolor or deface surface of concrete.

2.1.2 Concrete Materials: Comply with requirements of applicable Division 3 sections for concrete materials, admixtures, bonding materials, curing materials, and others as required.

2.1.3 Joint Fillers: Resilient premolded bituminous impregnated fiberboard units complying with ASTM D 1751 FS HH-F-341, Type II, Class A; or AASHTO M 153, Type I.

2.1.4 Joint Sealers: Non-priming, pourable, self-leveling polyurethane. Acceptable sealants are Sonneborn "Sonolastic Paving Joint Sealant" Sonneborn "Sonomeric CT 1 Sealant", Sonneborn "Sonomeric CT 2 Sealant", Mameco "Vulken 45", or Woodmont Products "Chem-Caulk".

2.2 Mix Design and Testing

2.3 Concrete mix design and testing shall comply with requirements of applicable Section 03300.

2.4 Design mix to produce normal weight concrete consisting of Portland cement, aggregate, water-reducing admixture, air-entraining admixture, and water to produce the following properties:

2.4.1 Compressive Strength: 3,000 psi, minimum at 28 days, unless otherwise indicated on the Drawings

2.4.2 Slump Range: 3"-5" for normal concrete

2.4.3 Air Entrainment: 5% to 8%.

3.0 EXECUTION

3.1 Preparation

3.1.1 Proof-roll prepared base material surface to check for unstable areas. The paving work shall begin after any unsuitable areas have been corrected and are ready to receive paving. Compaction testing for the base material shall be completed prior to the placement of the paving.

3.1.2 Surface Preparation: Remove loose material from compacted base material surface to produce a firm, smooth surface immediately before placing concrete.

3.2 Installation

3.2.1 Form Construction

A) Set forms to required grades and lines, rigidly braced and secured.

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- B) Install sufficient quantity of forms to allow continuance of work and so that forms remain in place a minimum of 24 hours after concrete placement.
- C) Check completed formwork for grade and alignment to following tolerances:
 - Top of forms not more than 1/8-inch in 10 feet-0 inches.
 - Vertical face on longitudinal axis, not more than ¼ feet in 10 feet-0 inches.
- a) Clean forms after each use, and coat with form release agent as often as required to ensure separation from concrete without damage.

3.3 Concrete Placement

3.3.1 Comply with requirements of Section 03300.

3.3.2 Do not place concrete until base material and forms have been checked for line and grade. Moisten base material if required to provide uniform dampened condition at time concrete is placed. Concrete shall not be placed around manholes or other structures until they are at the required finish elevation and alignment.

3.3.3 Place concrete using methods which prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Consolidate with care to prevent dislocation of dowels, and joint devices.

3.3.4 Deposit and spread concrete in continuous operation between transverse joints, as far as possible. If interrupted for more than 1/2 hours, place construction joint. Automatic machine may be used for curb and gutter placement at Contractor's option. Machine placement must produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete as specified.

- 3.3.5 Concrete curb and curb and gutter may be constructed by the use of a curb forming machine. Such a machine shall conform to (a), (b), and (e) of 609.03.03.2, and in addition, its continued use shall be contingent upon it producing curb with the specified section, line, and grade. If these conditions cannot be met, construction shall be by conventional methods.

3.4 Joint Construction

- 3.4.1 Contraction Joints: If joints are specified, the curb or gutter shall be constructed in uniform sections of the length specified on the plans. The joints between sections shall be formed either by steel templates 1/8 inch in thickness, of a length equal to the width of the gutter or curb, and with a depth which will penetrate at least 2 inches below the surface of the curb and gutter; or with 3/4-inch thick preformed expansion joint filler cut to the exact cross section of the curb or gutter; or by sawing to a depth of at least 2 inches while the concrete is between 4 to 24 hours old. If steel templates are used, they shall be left in place until the concrete has set sufficiently to hold its shape, but shall be removed while the forms are still in place.
- 3.4.2 Longitudinal Construction Joints. Concrete curb, concrete gutter, combination concrete curb and gutter, where specified on the plans, shall be tied to concrete pavement with 1/2 inch round, reinforcement bars of the length and spacing shown on the plans.
- 3.4.3 Transverse Expansion Joints. Transverse expansion joint in curb, curb and gutter, gutter or sidewalk shall have the filler cut to the exact cross section of the curb, curb and gutter, gutter or sidewalk. The joints shall be similar to the type of expansion joint used in the adjacent pavement.

3.5 Joint Fillers.

- 3.5.1 Extend joint fillers full-width and depth of joint, and not less than 1/2" or more than 1" below finished surface where joint sealer is indicated. If no joint sealer, place top of joint filler flush with finished concrete surface. Furnish joint fillers in one-piece lengths for full width being placed, wherever possible. Where more than one length is required, lace or clip joint filler sections together.

3.6 Concrete Finishing

3.6.1 After striking off and consolidating concrete, smooth surface by screening and floating. Adjust floating to compact surface and produce uniform texture. After floating, test surface for trueness with 10'-0" straightedge. Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide continuous smooth finish.

3.6.2 Work edges of sidewalks, gutters, back top edge of integral curb, and formed joints with an edging tool, and round to 1/2" radius. Eliminate tool marks on concrete surface. After completion of floating and troweling when excess moisture or surface sheen has disappeared, complete surface finishing, as follows:

- A) Inclined Slab Surfaces: Provide coarse, nonslip finish by scoring surface with stiff-bristled broom perpendicular to line of traffic.
- B) Curbs, gutters, and walks: Broom finish by drawing fine-hair broom across surface perpendicular to line of traffic. Repeat operation as necessary to produce a fine line texture.

3.7 Do not remove forms for 24 hours after concrete has been placed. After form removal, clean ends of joints and point up any minor honeycombed areas. Remove and place areas or sections with major defects, as directed.

3.8 Protect and cure finished concrete paving using acceptable **moist-curing** methods, more particularly described in the "water-curing" section of ACI 308-81.

4.0 BACKFILL

4.1 After the concrete has set sufficiently, the spaces in front and back of the curb and gutter or sidewalk shall be refilled to the required elevation with suitable material which shall be compacted until firm and solid and neatly graded.

5.0 CLEANING AND ADJUSTING

5.1 Sweep concrete pavement and wash free of stains, discolorations, dirt, and other foreign material just prior to final inspection.

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- 5.2 Protect concrete from damage until acceptance of work. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials.

END OF SECTION

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DIVISION 2 - SITEWORK

SECTION 02577 - PAVEMENT MARKING

1.0 SCOPE OF WORK

- 1.1 This work shall consist of all labor, materials, equipment, tools, and services for furnishing and placing traffic paint on pavement surfaces in the form of traffic markings and legend, in reasonably close conformity with these specifications and the details shown on the plans or established.

2.0 MATERIALS

2.1 Paint

- 2.1.1 All paint for parking stalls and traffic control shall be Sherwin Williams "Pro-Mar" Traffic Marking Series B-29Y2 or approved equivalent.

3.0 CONSTRUCTION REQUIREMENTS

3.1 Equipment

- 3.1.2 All Markings shall be applied by approved mechanical equipment (with provisions for constant agitation of paint), traveling at controlled speeds, with one or more paint "guns" synchronized to begin and cut off paint flow automatically in case of specified skip lines, and subject to manual control in case of continuous lines of varying length. All painting equipment and operations shall be under the control of an experienced technician thoroughly familiar with equipment, materials and marking layouts.

3.2 Preparation of Surface

- 3.2.1 All pavement areas to be painted shall be thoroughly cleaned. Cleaning may be done by hand brooms, rotary brooms air blast, scrapers or whatever combination of equipment is necessary to clean the pavement thoroughly without damage to the surface. Particular care shall be taken to remove all vegetation, loose soil, and the like from the area to be painted, should it exist. Should other methods fail the surface shall be wetted with a water jet and scrubbed as necessary to dislodge all foreign material.

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After washing, the surface shall be allowed to dry thoroughly and any film of dried mud apparent after surface drying shall be removed before application of paint. Striping shall follow as closely as practicable after the surface has been cleaned and dried, but no striping shall be done until the surface has been inspected and permission given to proceed. Compensation for preparing the surface shall be included in the contract unit prices bid for the several striping pay items.

3.2.2 The contractor shall be responsible for laying out his own work. It shall also be the Contractor's responsibility to preserve and apply markings in conformity with the construction plans.

3.3 Application

3.3.1 Uniformly painted markings of required length and width with true, sharp edges and ends shall be applied on properly curved, prepared and dried surfaces in conformity with the specifications and drawings. The length and width of lines shall conform within a tolerance of plus or minus three(3) inches and plus or minus one-eighth (1/8) inch, respectively.

3.3.2 The rate of application shall not be less than one (1) gallon of paint per each three hundred and thirty (330) linear feet of four (4) inch line applied.

3.4 Contractor shall apply traffic marking paint as follows:

3.4.1 Parking stalls (single-line layout) shall be marked in accordance with the typical pattern indicated on drawings. All stripes are to be 4" minimum.

3.4.2 Directional arrows at entrances and at ends of parking stalls shall be marked on pavement as shown on drawings.

3.4.3 Paint all blue and white handicap symbols as shown on the drawings.

3.4.4 Provide painted stop bar "STOP" legend as shown on the drawings.

3.4.5 Contractor shall apply striping only under the proper weather conditions. No striping shall be applied when the ambient temperature is less than 50°F.

4.0 METHOD OF MEASUREMENT

- 4.1 Traffic stripe completed in accordance with plans and specification requirements will be measured by the linear foot, from end-to-end of individual stripes as shown on the plans and in the proposal. In the case of skip lines the measurement shall include skip intervals as well as actual sections.
- 4.2 The length used to measure stripes for the parking area will be the actual horizontal length computed along each line.
- 4.3 Legend completed in accordance with the plans and specifications will be measured by the square foot. Areas of indicated letters and symbols are shown on the plans.
- 4.4 Blue and white international handicap symbols will be measured per each. Locations for symbols are designated in the paving plan.
- 4.5 The contract unit price bid on each type and color of striping shall be based on striping of a width of four (4) inches. When striping of a width other than four (4) inches is specified in the contract, or ordered, the measured length of striping shall be adjusted in the ratio of the specified or ordered width to four (4) inches.

END OF SECTION

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DIVISION TWO - SITEWORK

SECTION 02601 - MANHOLES

1.0 SCOPE

1.0.1 Summary

A) Scope

- a) CONTRACTOR shall furnish all labor, materials, equipment and incidentals necessary to provide all pre-cast sanitary sewer manholes and pump station wet-wells shown, specified and otherwise required to complete the Work.

1.0.2 General

- A) Structures shall conform in shape, size, dimensions, material, and other respects to the details shown on the Drawings or as ordered by the ENGINEER.
- B) Metal frames, grates, covers, steps and similar required items shall be furnished as required.
- C) Inverts shall conform accurately to the size and elevation of the adjoining pipes. Side inverts shall be curved and main inverts, where direction changes, shall be laid out in smooth curves of the longest possible radius which is tangent to the centerlines of adjoining pipelines.

1.0.3 Related Work Specified Elsewhere:

- A) Section 02200, Excavation and Backfill.
- B) Section 02221, Crushed Stone and Gravel.
- C) Section 05540, Castings.
- D) Section 15052, Buried Piping Installation.
- E) Section 15064, Concrete Pipe.
- F) Section 15068, Ductile Iron Pipe

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1.0.4 Quality Assurance

A) Reference Standards:

- a) ASTM C 139, Concrete Masonry Units for Construction of Catch Basins and Manholes.
- b) ASTM C 140, Sampling and Testing Concrete Masonry Units.
- c) ASTM C 207, Hydrated Lime for Masonry Purposes.
- d) ASTM C 478, Pre-cast Reinforced Concrete Manhole Sections.

1.0.5 Submittals

- A) Samples: Submit for approval samples of gaskets and all accessories required for the manholes, if requested by ENGINEER.
- B) Shop Drawings:
 - a) Submit for approval Shop Drawings of design and construction details of all pre-cast concrete manholes.
 - b) Submit manufacturer's data on ceramic epoxy lining material, manhole steps, joint gasket, and flexible pipe gasket material if required.
- C) The CONTRACTOR shall submit an affidavit from the coating supplier that each manhole sections and special has been coated in accordance with this specification.

2.0 PRODUCTS

2.2 Pre-cast Concrete Manholes

- 2.2.1 Pre-cast manholes shall conform to the details shown. Manhole bases may be pre-cast unless cast-in-place is required by the Drawings.
- 2.2.2 Except where otherwise specified, manhole sections shall conform to ASTM C 478.

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- 2.2.3 Pre-cast manhole bases shall be of approved design and of sufficient strength to withstand the loads to be imposed upon them. An approved joint shall be provided to receive the pipe sections forming the barrel.
- 2.2.4 Mark date of manufacture and name or trademark of manufacturer on inside of barrel.
- 2.2.5 Unless a larger size is required by the Drawings or the Manhole Schedule below, the barrel of pre-cast manholes shall be constructed of 48-inch diameter standard reinforced concrete manhole sections. The barrel shall be constructed of various lengths of pipe in combination to provide the correct height with the fewest joints. Wall sections shall not be less than five inches thick. For 72-inch and larger manholes, a transition slab, as shown on the Contract Drawings, is required for manholes greater than 12 feet deep.
- 2.2.6 Joints shall be preformed mastic joint compound or rubber and concrete using O-ring gaskets conforming with ASTM C-443. For rubber ring joints, the base of the bell shall be buttered with 1 to 2 cement mortar to provide a uniform bearing for the spigot of the entering pipe.
- A) A pre-cast or cast-in-place slab or pre-cast eccentric cone, as shown or approved, shall be provided at the top of the manhole barrel to receive the cast iron frame and cover. The slab or cone shall be of acceptable design and of sufficient strength to safely support an H-20 loading. Concrete slabs shall be not less than 8 inches thick.
- B) Manhole sections shall contain manhole steps, uniformly spaced, 12 inches minimum, 16 inches maximum on centers, accurately positioned and embedded in the concrete. Manhole steps shall be cast iron, ASTM A-48, Class 30, or 12" wide 3/8" steel reinforcing rod encapsulated in a Copolymer Polypropylene Plastic similar to M. A. Plastic Step as manufactured by M. A. Industries, Inc., Peachtree City, Georgia, integrally cast with pre-cast riser and cone sections.

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C) Epoxy Lining:

- a) All manhole sections shall be lined with an approved ceramic epoxy coating.
- b) Surface preparation:
 - 1) Solvent cleaned using guidelines of SSPC-1 solvent cleaning.
 - 2) Abrasive blasted using compressed air nozzles with sand or grit media
 - 3) All concrete surfaces receiving a ceramic epoxy coating shall contain no greater than 10 percent moisture as determined by measurement with a suitable moisture meter.
- c) Ceramic epoxy coating shall be applied in strict accordance with manufacturer's requirements.
- d) Epoxy coating shall be applied at the concrete casting facility unless approved by the ENGINEER. No pipe, fittings or specials sections shall be coated until coating system is approved by the ENGINEER.
- e) Field touch-up and repair shall be preformed in strict accordance with manufacturers requirements.
- f) Thickness:
 - 1) 40 dry mills on pipe barrel.
 - 2) 10 dry mills on pipe's joint areas.
 - 3) Shall be applied with a centrifugal lance applicator.
- g) Number of Coats:
 - 1) As recommended by ceramic epoxy supplier.

- h) Product and Manufacturer:
 - 1) Protecto 401 by Vulcan Painters.
 - 2) Permitem 9043, Type II glass filled epoxy by Permitem Corporation.
 - 3) Or equal.
- i) Bituminous Waterproofing
 - 1) The exterior of all pre-cast manhole sections, slabs and adjusting rings shall be coated with a bitumastic waterproofing.
 - 2) Surface Preparation:
 - a. Solvent-cleaned using guidelines of SSPC-1 solvent cleaning.
 - b. Abrasive-blasted using compressed air nozzles with sand or grit media.
 - c. All concrete surfaces receiving a bitumastic waterproofing shall contain no greater than 10 percent moisture as determined by measurement with a suitable moisture meter.
- j) Bitumastic waterproofing shall be applied in strict accordance with manufacturer's requirements.
- k) Bitumastic waterproofing shall be applied at the concrete casting facility unless approved by the ENGINEER. No pipe, fittings or specials sections shall be shipped until coating is approved by the ENGINEER.
- l) Field touch-up and repair shall be performed in strict accordance with manufacturers requirements
- m) Thickness: As recommended by manufacturer.
- n) Number of Coats: As recommended by manufacturer.

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o) Product and Manufacturer:

- 1) CB-42 by International Oil Company.
- 2) 47-BX-4 Coal Tar Solution by BLP Mobile Paints.
- 3) Or equal.

2.3 Miscellaneous Metals

2.3.1 Manhole frame and cover sets - conform to ASTM A-48, Class 30. The bearing surfaces of the frames and covers shall be machined and the cover shall seat firmly into the frame without rocking. Frames and covers shall be painted or dipped in a commercial quality asphaltum paint. Manhole frame and cover shall be 400 pound minimum weight. Cover shall read "SEWER". Frame shall provide a (minimum) inside dimension of 24 inches.

2.4 Drop Inlet Connections

2.4.1 Drop inlet connections for manholes shall be constructed where a drop of two feet or greater is encountered between the inlet invert and invert of the manhole. The drop inlet shall conform to the design and details provided by the ENGINEER. Pipe and fittings shall be cast or ductile iron, or reinforced concrete as shown or otherwise approved. Concrete shall be bonded to manhole in a manner shown or otherwise approved by ENGINEER.

2.5 Flexible Connectors

2.5.1 Flexible connections complying with ASTM C923 shall be employed in the connection of each sewer pipe with outside diameter less than 59 inches to pre-cast manholes.

2.5.2 Connector will consist of rubber EPDM and elastomers designed to resist ozone, acids, alkalis, oils and petroleum products.

2.5.3 Banding mechanism shall be totally non-magnetic 304 stainless steel and torqued for 60-70 inch/lbs.

2.5.4 Manufacturer:

- A) Kor-N-Seal.

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B) Press Seal Gasket Corporation

C) Or equal.

2.6 Manhole Waterstops

2.6.1 Elastomeric PVC manhole waterstops shall be employed in the connection of each sewer pipe with outside diameter greater than 59 inches to pre-cast manholes.

2.6.2 Waterstop will consist of elastomeric PVC designed to resist ozone, acids, alkalis, oils and petroleum products.

2.6.3 Banding mechanism shall be totally non-magnetic stainless steel, torqued for 60 inch/lbs, and furnished with a waterstop.

2.6.4 Installation:

A) Slide waterstop over clean end of entrance pipe.

B) Position waterstop on centerline of manhole wall.

C) Tighten the stainless steel band to required torque.

D) Use waterplug around the waterstop to close the opening in the manhole

2.6.5 Manufacturer

A) Fernco, Inc.

B) DFW Plastics, Inc.

C) Or equal.

3.0 EXECUTION

3.1 Laying Masonry

3.1.1 Each grading ring shall be laid in a full bed of mortar and shall be thoroughly bonded

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3.2 Plastering

- 3.2.1 The outside of grading rings shall be neatly plastered with 1/2 inch of cement mortar as the Work progresses.

3.3 Manhole Bases

- 3.3.1 Pre-cast bases shall be set on a concrete foundation or compacted granular material as shown. Pre-cast bases shall be set at the proper grade and carefully leveled and aligned.

3.4 Pre-cast Manhole Sections

- 3.4.1 Set sections vertical with steps and sections in true alignment.
- 3.4.2 Install sections, joints and gaskets in accordance with manufacturers recommendations.
- 3.4.3 Lifting holes shall be sealed tight with a solid rubber plug driven into hole and the remaining void filled with 1 to 2 cement-sand mortar.

3.5 Manhole Channels

- 3.5.1 For straight through flow, channels shall be formed from pipe laid through the manholes. A bench of concrete shall be built up to the 2/3 point of the vertical sewer diameter before the top of the sewer pipe is broken out.
- 3.5.2 Where side channels and curved sections occur, the channels within the manholes shall be formed of concrete and shall be given a hard trowel finish.

3.6 Grading Rings

- 3.6.1 Grading rings shall be used for all pre-cast manholes where required. Stacks shall be a maximum of 12 inches in height, constructed on the roof slab or cone section on which the manhole frame and cover shall be placed. The height of the stack shall be such as is necessary to bring the manhole frame to the proper grade.

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3.7 Grading at Manholes

3.7.1 All manholes in unpaved areas shall be built as shown or directed to an elevation higher than the surrounding ground.

3.7.2 The ground surface shall be graded to drain away from the manhole. Fill shall be placed around them to the level shown on the plans, and the surface evenly graded on a 1 to 5 slope to the existing surrounding ground unless otherwise shown. The slope shall be covered with 4-inches of top soil, seeded and maintained until a satisfactory growth of grass is obtained.

3.8 Manhole Watertightness

3.8.1 All manholes shall be free of visible leakage. Each manhole shall be tested for leaks and inspected, and all leaks shall be repaired in a manner subject to ENGINEER'S approval.

3.9 Flexible Pipe Connector and Waterstop at Manhole Base

3.9.1 An approved flexible connector or waterstop shall be provided between each pipe entering and exiting manhole. The joint into the manhole base shall be completely watertight.

END OF SECTION

DIVISION 2 – SITEWORK

SECTION 02713 - WATER DISTRIBUTION SYSTEMS

1.0 GENERAL

1.1 Summary

- 1.1.1 Furnish labor, materials, services, equipment, and other necessary items required for accompanying the construction of the water distribution systems. This shall include, but not be limited to the following: pipe and fittings for site water line including domestic water line and fire water line, valves and fire hydrants, set lines, elevations, and grades for water distribution systems work and control system for duration of work including careful maintenance of benchmarks, property corners, monuments, or other reference points.

1.2 Related Sections

- 1.2.1 Section 02222—Excavating, Backfill and Compacting for Utilities
- 1.2.2 Local Governing Authority and Code Requirements
- 1.2.3 All Necessary Construction Permits

1.3 References

- 1.3.1 AASHTO T180—Moisture-Density Relations of Soils Using a 10-lb (4.54 kg) Rammer and an 18-in. (457 mm) Drop
- 1.3.2 ANSI/ASME B16.18—Cast Copper Alloy Solder Joint Pressure Fittings
- 1.3.3 ANSI/ASME B16.22—Wrought Copper and Copper Alloy Solder Joint Pressure Fittings
- 1.3.4 ANSI/ASTM D1557—Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb (4.54 Kg) Rammer and 18 inch (457 mm) Drop
- 1.3.5 ANSI/ASTM D2466—Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40

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- 1.3.6 ANSI/AWS A5.8—Brazing Filler Metal
- 1.3.7 ANSI/AWWA C104—Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water
- 1.3.8 ANSI/AWWA C105—Polyethylene Encasement for Ductile Iron Piping for Water and Other liquids
- 1.3.9 ANSI/AWWA C11—Rubber-Gasket Joints for Ductile Iron and Grey-Iron Pressure Pipe and Fittings
- 1.3.10 ANSI/AWWA C151—Ductile-Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or Other Liquids
- 1.3.11 ANSI/AWWA C500—Gate Valves, 3 through 48 in NPS, for Water and Sewage Systems
- 1.3.12 ANSI/AWWA C502—Dry Barrel Fire Hydrants
- 1.3.13 ANSI/AWWA C504—Rubber Seated Butterfly Valves
- 1.3.14 ANSI/AWWA C508—Swing-Check Valves for Waterworks Service, 2 in through 24 in NPS
- 1.3.15 ANSI/AWWA C509—Resilient Seated Gate Valves 3 in through 12 in NPS, for Water and Sewage Systems
- 1.3.16 ANSI/AWWA C600—Installation of Ductile-Iron Water Mains and Appurtenances
- 1.3.17 ANSI/AWWA C606—Grooved and Shouldered Type Joints.
- 1.3.18 ANSI/AWWA C900—Standard for Polyvinyl Chloride (PVC) Pressure Pipe, 4 inch through 12 inch, for Water
- 1.3.19 ASTM B88—Seamless Copper water Tube
- 1.3.20 ASTM D1785—Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120
- 1.3.21 ASTM D2241—Poly (Vinyl Chloride) (PVC) Plastic Pipe(SDR-PR)
- 1.3.22 ASTM D2855—Making Solvent-Cemented Joints with Poly (Vinyl Chloride) (PVC) Pipe and Fittings

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1.3.23 ASTM D2922—Test Methods for Density of Soil and Soil- Aggregate in Place by Nuclear Methods (Shallow Depth)

1.3.24 ASTM D3017—Test Methods for Moisture Content of Soil and Soil-Aggregate Mixtures

1.3.25 ASTM D3139—Joints for Plastic Pressure Pipes using Flexible Elastomeric Seals

1.3.26 ASTM D3035—Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Controlled Outside Diameter

1.3.27 AWWA C901—Polyethylene (PE) Pressure Pipe, Tubing, and Fittings, 1/2 inch through 3 inch, for water

1.3.28 UL 246—Hydrants for Fire - Protection Service

1.4 Submittals

1.4.1 Product Data: Provide data on pipe materials, pipe fittings, hydrants, valves and accessories.

1.4.2 Manufacturer's Certificate: Certify that products meet or exceed state or local requirements.

1.5 Project Record Documents

1.5.1 Accurately record actual locations of piping mains, valves, connections, and invert elevations.

1.5.2 Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.6 Quality Assurance

1. Perform work in accordance with utility company and/or municipality requirements.

2. Valves: Manufacturer's name and pressure rating marked on valve body.

2.0 PRODUCTS

2.1 Pipe

2.1.1 Pipe sizes less than 3" that are installed below grade and outside buildings shall comply with one or combination of following:

- A) Seamless Copper Tubing: Type "K" roll -form to comply with ASTM B 88-62 and installed with wrought copper (95-5 Tin Antimony solder joint) fittings in accordance with ASTM B16.22.
- B) Polyvinyl Chloride (PVC) Water Pipe: AWWA Standard C900, Class 150, DR 18, NSF approved, with outside diameters same as cast iron. Use metallic tape or 12 gauge copper wire buried in the backfill approximately 12 inches (12") above the pipe, fittings per ANSI A-21.10.

2.1.2 Pipe sizes 3" and larger that are installed below grade and outside building shall comply with one of the following:

2.1.3 Ductile Iron Water Pipe: In accordance with ANSI A21.51, Fittings shall be either mechanical joint or push-on joint complying with ANSI A21.10 or ANSI 21.11 (AWWA C-151) (CLASS 52), and cement mortar lined in accordance with ANSI -24.4 and/or coal tar coated with EPA approval.

2.1.4 Polyvinyl Chloride (PVC) Water Pipe: Pipe shall meet the requirements of AWWA C-900, rated DR 18 (Class 150). Pipe shall be continually marked as for smaller pipes with NSF seal. Pipe joints shall be integrally molded bell ends in accordance with AWWA C-900 with factory supplied elastomeric gaskets and lubricant. Use metallic tape or 12 gauge copper wire buried in backfill approximately (12") above pipe.

2.2 Gate Valves — 2 Inches and over

2.2.1 Manufacturers:

- A) Mueller Resilient Seat Gate Valves or approved equal

- 2.2.2 Valves shall be resilient seat "O" ring type, complying with AWWA C500. Valves shall be Mueller or approved equal. Valves shall have a non-rising stem. Valve ends shall be MJ or Flanged, as appropriate for each connection, for use with AWA C-900 PVC pipes. ANSI/AWWA C509, Iron body, bronze mounted double disc, parallel seat type, non-rising stem with square nut, single wedge, resilient seat, flanged or mechanical joint ends, control rod, post indicator where indicated on plans, extension box and valve key.
- 2.3 Ball Valves — up to 2 Inches
- 2.3.1 Manufacturers:
- A) Mueller Oriseal or approved equal
- 2.3.2 Brass body, teflon coated brass ball, rubber seats and stem seals, Tee stem pre-drilled for control rod, AWWA compression inlet end, compression outlet with electrical ground connector, with control rod, extension box and valve key
- 2.4 Butterfly Valves - from 2 Inches to 24 Inches
- 2.4.1 ANSI/AWWA C504, iron body, bronze disc, resilient replaceable seat, water or lug ends, infinite position lever handle.
- 2.5 Hydrant
- 2.5.1 Hydrant: Type as required by utility company and as shown on plans.
- 2.5.2 Hydrant Extensions: Fabricate in multiples of 6 inches with rod and coupling to increase barrel length.
- 2.5.3 Hose and Steamer Connection: Match sizes with utility company, two hose nozzles, one pumper nozzle.
- 2.5.4 Finish: Primer and two coats of enamel or special coating to color as required by utility company.

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2.6 Accessories

2.6.1 Concrete for Thrust Blocks: Place thrust blocking consisting of 2,500 psi concrete to provide sufficient bearing area to transmit unbalanced thrust from bends, tees, caps, or plugs to undisturbed soil without loading undisturbed soil in excess of 2,500 lbs/sq ft when water main pressure is 100 psi. Where thrust blocks are impractical, tie-rods, 3/4" diameter, may be used in lieu thereof as follows: 14" dia. - 4 rods; 12" dia. or less 2-rods. Approved retainer glands to be used on each side of all gate valves feeding fire hydrants and one at tee and fire hydrant.

2.6.2

MINIMUM THRUST BLOCKING BEARING AREAS				
Pipe Diameter	Tees Sq.Ft.	90° Bend Sq.Ft.	45° Bend Sq.Ft.	22° Bend Sq.Ft.
4"	1.0	1.0	1.0	1.0
6"	1.5	2.0	1.0	1.0
8"	2.5	3.5	1.8	1.0
10"	4.0	5.5	2.8	1.5
12"	6.0	8.0	4.0	2.0
14"	8.0	11.0	5.5	3.0
16"	10.0	14.2	7.0	4.0

2.6.3 Water service piping shall be as per the details. Fittings shall be wrought copper. Provide dielectric fittings between copper and iron, joints shall be soldered.

2.6.4 Joint restraints, Ebaa Series 1100 HV, as manufactured by Ebaa Iron, Inc., P.O. Box 857 Eastland, Texas 76448, (817) 629-1737, or approved equal.

2.6.5 Plugs: mechanical joint.

2.6.6 Fittings: Cast Iron - mechanical joint.

3.0 EXECUTION

3.1 Excavation

- 3.1.1 Trenches shall be excavated to the minimum width sufficient to allow for the proper bedding of the pipe; however, the maximum allowable trench width at the ground surface shall not exceed the outside diameter of the pipe two feet or 3' - 0" total, whichever is greater. Include cost of excavation with this item.

3.2 Bedding

- 3.2.1 When the native material encountered in the trench bottom consists of a soil unsuitable for receiving the bedding for the pipe, the Engineer may authorize the Contractor to over-dig to a depth as specified in the drawings and replace with a suitable backfill material. Suitable backfill material authorized by the Engineer will be paid for separately; however, should over-digging occur without Engineer's authorization, the Contractor shall fill the area of over-excavation with acceptable sub-bedding, thoroughly compacted, at Contractor's expense.
- 3.2.2 Trenches shall be dry when the trench bottom is prepared. A continuous trough shall be prepared or excavated to receive the bottom quadrant of the pipe barrel. In addition, bell holes shall be excavated so that after placement, only the barrel of the pipe receives bearing pressure for the trench bottom.
- 3.2.3 Preparation of the trench bottom and placement of the pipe shall be carefully made so that when in final position, the pipe is true to line and grade.
- 3.2.4 Select backfill shall be used to support the pipe, and shall be placed in the trench bottom to the depths prescribed and a trough as described in the drawings shall be formed to uniformly support the bottom quadrant of the pipe barrel.

3.3 Laying Pipe

- 3.3.1 Pipe shall be protected during handling against impact shocks and free fall. Pipe shall be kept clean at all times, and no pipe shall be used in the work that does not conform to the appropriate specifications.

- 3.3.2 Pipe shall be laid accurately, to the line and grade as designated on the job plans. Preparatory to making pipe joints all surfaces of the portions of the pipe to be jointed shall be clean and dry. Lubricants, primers, adhesives, etc. shall be used as recommended by the pipe or joint manufacturer. The jointing materials shall then be placed, fitted, joined and adjusted in such a workmanlike manner as to obtain the degree of water-tightness required. Trenches shall be kept water-free and as dry as possible during bedding, laying, and jointing and for as long a period as required. As soon as possible after the joint is made, sufficient backfill material shall be placed along each side of the pipe to offset conditions that might tend to move the pipe off line and grade.
- 3.3.3 Water pipe shall be buried so that the top of the pipe is approximately 30 inches below the finished surface unless additional depth is necessary to avoid conflict with other utilities or structures.
- 3.3.4 Contractor shall not exceed maximum permissible deflections in laying pipe as recommended by manufacturer.
- 3.3.5 Joint restraints shall be installed at all fittings. Joint restraints will require the use of mechanical joint pipe or mechanical joint fittings where restraint is required.
- 3.3.6 Backfill for water pipe may proceed immediately after pipe is bedded and select backfill has been tamped 1'-0" above top of pipe. See detail drawings.
- 3.3.7 The ground surface that has been affected by the Contractors operations shall be dressed to a smooth and uniform surface reasonably close to the original surface and sloped to encourage drainage.
- 3.3.8 All PVC pipe installations require that detector tape or 12 gauge copper wire be buried in the backfill approximately 12 inches above the pipe.

3.4 Installation — Pipe

- 3.4.1 Maintain separation of water main from sanitary and storm sewer piping in accordance with state or local code.
- 3.4.2 Install pipe to indicated elevation to within tolerance of 1 inch.

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- 3.4.3 Install ductile iron piping and fittings to ANSI/AWWA C600.
- 3.4.4 Route pipe in straight line.
- 3.4.5 Install pipe to allow for expansion and contraction without stressing pipe or joints.
- 3.4.6 Install access fittings to permit disinfection of water system performed under this Section.
- 3.4.7 Slope water pipe and position drain at low points.
- 3.4.8 Connections with Existing Pipelines: Where connections are made between new work and existing piping, make connection using suitable fittings for conditions encountered. Make each connection with existing pipe at time and under conditions which least interfere with operation of existing pipeline.
- 3.4.9 Form and place concrete for thrust blocks at each elbow or change of direction of pipe main.
- 3.4.10 Establish elevations of buried piping to ensure not less than 36 in. of cover over the top of pipe: In northern climates, establish elevations of buried piping to ensure 6 inches between top of pipe and frost line.
- 3.4.11 Backfill trench in accordance with Section 02222.
- 3.4.12 Sewers must maintain a minimum horizontal distance of 10 feet from all water mains and the sewer must be laid at such an elevation that the top of the sewer is at least 18 inches below the bottom of the water main. If a situation arises such that either of these distances must be less than that specified, the Engineer must be notified so that each variant can be dealt with on a case by case basis.
- 3.4.13 When pipe laying ceases for any reason the open ends of the pipe will be capped or plugged to prevent the entrance of any unwanted materials.

3.5 Installation — Valves and Hydrants

- 3.5.1 Install gate valves as indicated on Drawings and supported on concrete pads with valve stem vertical and plumb. Install valve boxes in a manner that will not transmit loads, stress, or shock to valve body. Center valve box over operating nut of valve vertical and plumb. Securely fit valve box together leaving cover flush with finished surface.
- 3.5.2 Set hydrants plumb and locate pumper nozzle perpendicular to roadway.
- 3.5.3 Install fire hydrant assemblies as indicated on Drawings in vertical and plum position with steamer nozzle pointed toward building unless otherwise directed by local authorities. Support hydrant assembly on concrete pad and firmly braced on side opposite inlet pipe against undisturbed soil and concrete blocking. Place minimum of 6 cu. ft. of crushed stone or gravel around hydrant base and barrel after thrust blocking has cured at least 24 hours. Exercise care when backfilling and compacting so proper vertical position will not be altered.

3.6 Disinfection of Domestic Water Piping System

- 3.6.1 Sterilize distribution system with chlorine before acceptance for domestic operation. Amount of chlorine shall be such as to provide dosage of not less than 50 parts/million. Thoroughly flush lines before introduction of chlorinating materials and after contact period of not less than 24 hours, system shall be flushed with clean water until residual chlorine content is not greater than 1.0 part/million. Open and close valves in lines being sterilized several times during contact period.
- 3.6.2 After disinfecting all water distribution lines, the Contractor shall arrange for samples to be taken on *two consecutive days* by a representative of the Mississippi State Dept. of Health, or the Registered Professional Engineer in charge of the Project, or the Certified Operator of the system from every dead-end line and every major looped line for bacteriological examination. Water being collected for testing shall not have chlorine residual higher than is normally maintained in other parts of the distribution system. No chlorine shall be present which a result of line disinfection is.

3.6.3 No coliform bacteria and no confluent growth indication shall constitute a satisfactory sample when analyzed by the Mississippi Department of Public Health Laboratory or a laboratory certified by the Mississippi State Department of Health.

3.6.4 Contractor is to take every precaution to avoid contaminating the pipe and review his installation procedure with the Engineer to avoid any disinfection problems.

3.7 Service Connections

3.7.1 Provide water service to utility company requirements with reduced pressure backflow preventer if required and water meter with by-pass valves and sand strainer.

3.8 Field Quality Control

3.8.1 Test water distribution system pipe sized installed below grade and outside buildings in accordance with following procedures:

****All pipe work shall be tested at the pressure and leakage tests equal to two (2) times the design working pressure of the pipe and maintain said pressure for not less than two hours. In accordance with AWWA C605-05 Section 7.3.5, hydrostatic test pressure shall not be less than 1.25 times the maximum anticipated sustained working pressure at the highest point along the test section for all PVC pipe, or as required by the local utility company, whichever is greater.**

****Furnish, install, and operate the necessary connections, pump, meter, and gauges. Leakage shall not exceed that permitted by AWWA Specifications C600-64 for mechanical joint and push-on joint pipe. Prior to running any field test, meter shall be tested, sealed, and approved by applicable governing authority at Contractor's expense.**

****Locate and repair all leaks and repeat tests until test results are satisfactory and in compliance with this section.**

****Furnish copy of results of meter test and hydrostatic pressure test to Engineer in Charge upon completion of water distribution backfilling operations.**

END OF SECTION

DIVISION TWO - SITEWORK

SECTION 02722 - SANITARY SEWER COLLECTION SYSTEM

1.0 SCOPE

- 1.1 This work shall consist of all labor, materials, equipment, tools and services required for the furnishing, installing and testing of all gravity sewer pipe.

2.0 PRODUCTS

2.1 Gravity Sewer Pipe

- 2.1.1 Poly Vinyl Chloride (PVC) sewer pipe and fittings conforming to ASTM D-3034, SDR-26 elastomeric gasket joint shall be used for all sewer main.

- 2.2 Select Backfill Borrow Material - Sandy Soil - USC Group SC, SM, SP or SW, free of large lumps, clods rock or other objectionable matter. When not available as native material in the trench, Select Backfill Material shall be delivered to the site and such material will be referred to as Select Backfill Borrow Material.

- 2.3 Casing pipe - per the drawings, as applicable.

- 2.4 Pre-cast concrete risers, cone sections and adjusting rings - conform to ASTM C-478.

- 2.5 Riser joints - rubber gasket, conform to ASTM C-443 install per gasket manufacturer's recommendation.

- 2.6 All interior barrel and joint surface areas shall be prepared, coated, and cured as necessary to complete the installation of a coal tar epoxy liner in conformance with the U.S. Corps of Engineers Specification C-200.

- 2.7 Manhole frame and cover sets - conform to ASTM A-48, Class 30. The bearing surfaces of the frames and covers shall be machined and the cover shall seat firmly into the frame without rocking. Frames and covers shall be painted or dipped in a commercial quality asphaltic paint. Manhole frame and cover shall be 400 pound minimum weight. Cover shall read "SEWER". Frame shall provide a (minimum) inside dimension of 24 inches.

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- 2.8 Manhole steps - cast iron, ASTM A-48, Class 30, or 12" wide 3/8" steel reinforcing rod encapsulated in a Copolymer Polypropylene Plastic similar to M. A. Plastic Step as manufactured by M. A. Industries, Inc., Peachtree City, Georgia, integrally cast with pre-cast riser and cone sections.
- 2.9 Concrete (other than pre-cast) - conform to requirements for Class B Concrete, MSHD State Aid Specifications.
- 2.10 Reinforcement - Grade 40 or grade 60 billet steel conforming to ASTM A-615.
- 2.11 Entry pipe rubber seal - Kor-n-Seal as manufactured by the Kor-n-Seal Products and installed in the pre-cast manhole section at its place of manufacture. Resilient material shall meet or exceed ASTM C-923, stainless steel parts shall meet or exceed ASTM A-167.
- 2.12 Approved by the Engineer, foundation material shall consist of select material free of large clumps, clods, large rocks, or other objectionable matter.

3.0 EXECUTION

3.1 General

- 3.1.1 Contractor's attention is directed to any geotechnical investigation if prepared in connection with this project.
- 3.1.2 Contractor shall be responsible for laying out his own work and for the preparation of cut sheets. Cut sheets shall be submitted by Engineer for his review prior to beginning work.
- 3.1.3 In this project, the Contractor will be tying the sewer main into existing systems and extending into a new system. Tie-ins into the existing sewer system shall adhere strictly as shown in the construction plans.

3.2 Excavation

- 3.2.1 Excavation shall include the loosening, loading, removing, transporting and disposing of all materials, wet or dry, above or below ground necessary to be removed to construct all sewers included in this contract to the lines, grades and locations shown on the drawings.

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- 3.2.2 In the event that any existing gas pipes, water pipes, sewers, storm drains or poles are blocked or interfered with by the excavation required on this report, the Contractor shall maintain them in continuous operation, and restore them to the same condition as they were prior to the start of construction of this project; all at no additional compensation.
- 3.2.3 The Contractor shall, at his own expense, furnish and install all temporary sheeting, timbering and bracing required to maintain the excavation in a condition to furnish safe working conditions and to permit the safe and efficient installation of all items of contract work. The Contractor shall further, at his own expense, store up or otherwise protect adjacent to any excavation which might be disturbed during the progress of the work.
- 3.2.4 Temporary supports must be removed by the Contractor at his own expense after or concurrently with the completion of the permanent facility.
- 3.2.5 The Contractor shall do all ditching, pumping, well pointing, and bailing, build all drains, and do all other work necessary to keep the excavation clear of ground water, sewage or storm water during the progress of the work, and until the finished work is safe from injury. Where the excavation is wet sand, and suitable construction conditions cannot be obtained by other methods, the Contractor shall install and operate, at his own expense, a pumping system connected with well points, so as to drain the same effectually. All well point holes shall be backfilled with sand after removal. No masonry or pipe shall be laid in water, and water shall not be allowed to rise over masonry until concrete or masonry has set at least 48 hours. All water pumped or drained from the work shall be disposed of in a manner that will not damage adjacent property or other work under construction against flooding.
- 3.2.6 Whenever the excavation is carried beyond the lines and grades shown on the drawings, the Contractor shall, at his own expense, refill all such excavated space with such material and in such a manner as may be directed and restore any facilities disturbed outside of the allowable trench width as defined in these specifications.
- 3.2.7 Unsuitable and surplus excavated material not incorporated in the work shall be disposed of by the Contractor at his own expense.

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3.3 Trench Excavation

- 3.3.1 The ground shall be excavated in open trenches, of sufficient width and depth to provide ample room within the limits of the excavation, or lines of sheeting and bracing, for the proper construction of the sewer.
- 3.3.2 Mechanical excavation of trenches shall be stopped above the final invert grade elevation so that the pipe may be laid on a firm, undisturbed native earth bed.
- 3.3.3 The width of the trench at the top of the pipe shall not exceed the outside diameter of the sewer pipe plus two feet or 3'-0" total, whichever is greater.

3.4 Bedding

- 3.4.1 When the native material encountered in the trench bottom consists of a soil unsuitable for receiving the bedding for the pipe, the Engineer may authorize the Contractor to over dig to a depth as specified in the drawings and replace with a select backfill material. The select backfill will be paid for under a separate item; however, should over digging occur where a suitable native soil exists for sub-bedding, the Contractor shall fill the area of over-excavation at his own expense with an acceptable sub-bedding material, thoroughly compacted.
- 3.4.2 Preparation of the trench bottom and placement of the pipe shall be carefully made so that when in final position, the pipe is true to line and grade.
- 3.4.3 Select backfill material shall be used to support the pipe and shall be placed in the trench bottom to the depths prescribed and trough as described in the drawings shall be used in the work that does not conform to the appropriate material specifications.

3.5 Laying Pipe

- 3.5.1 Pipe shall be protected during handling against impact shocks and free fall. Pipe shall be kept clean at all times, and no pipe shall be used in the work that does not conform to the appropriate material specifications.

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- 3.5.2 The laying of pipe in finished trenches shall be commenced at the lowest point, with the spigot ends pointing in the direction of the flow.
- 3.5.3 All pipe shall be laid with ends abutting and true to line and grade. They shall be carefully centered, so that when laid they will form a sewer with a uniform invert.
- 3.5.4 Pipe shall be laid accurately, to the line and grade as designated on the drawings. Preparatory to making pipe joints all surface of the portions of the pipe to be jointed or of the factory-made jointing material shall be clean and dry. Lubricants, primers, adhesives, etc., shall be used as recommended by the pipe or joint manufacturers' specifications. The jointing materials or factory fabricated joints shall then be placed, fitted, joined and adjusted in such a workmanlike manner as to obtain the degree of water tightness required. Trenches shall be kept water free and as dry as possible during bedding, laying and jointing and for as long a period as required. As soon as possible after the joint is made, sufficient backfill shall be placed along each side of the pipe to offset conditions that might tend to move the pipe off line and grade.

3.6 Backfilling

- 3.6.1 All trenches and excavation shall be backfilled as soon as the work has developed sufficient strength to resist backfilling loads and forces and the work shall be prosecuted expeditiously after it has commenced.
- 3.6.2 All pipe sewers, as soon as laid, shall have the space between the pipe and the bottom and sides of the trench backfilled initially to the spring line of the pipe with a select backfill material. This material shall be carefully and uniformly tamped under the pipe haunches and to the spring line so as to eliminate the possibility of lateral displacement.
- 3.6.3 No sewer shall be backfilled above the top of the pipe until the sewer elevations, gradient, alignment, bedding and the pipe joints have been checked, inspected and approved by the Engineer, as specified in paragraphs 3.8 through 3.10 of this section.

- 3.6.4 After the select backfill material has been placed to the spring line and thoroughly tamped and inspected by the Engineer, backfill may then proceed with the placement of natural select backfill material one foot above the top of the pipe. The material shall be carefully and uniformly tamped by self powered mechanical tampers in lifts, not exceeding 8" loose measured, then compacted to a Standard Proctor Density of 95%, per ASTM D-698.
- 3.6.5 If the Engineer determines that the trench excavation does not provide a natural select backfill one foot above the top of pipe he may authorize the Contractor to furnish a select backfill material, and where so authorized payment for the select backfill material will be made as Select Backfill material.
- 3.6.6 The balance of the trench shall then be backfilled in lifts not exceeding 8", using the best native material secured from the trench excavation and compacted to remove air spaces to 95% maximum dry density per ASTM D-698 of finish sub grade.
- 3.6.7 All surplus excavated material which is not used in backfilling or material not suitable for backfill shall be removed and disposed of by Contractor at his own expense.
- 3.6.8 The ground surface that has been affected by the Contractor's operation shall be dressed to a smooth and uniform surface reasonably close to the original ground surface and shaped to encourage drainage.

3.7 Water - Sewer Conflict

- 3.7.1 Whenever sewers must cross under water mains or parallel with them within 10 feet horizontally, the sewer must be laid at such an elevation that the top of the sewer is at least 18 inches below the bottom of the water main. When the elevation of the sewer cannot be buried to meet the above requirement, the water main must be relocated to provide this separation or reconstructed with slip-on or mechanical joint cast iron pipe, or encased in concrete, as shown on the plans, for a distance of 10 feet on each side of the sewer. One full length of water main should be centered over the sewer so that both joints will be as far from the sewer as possible.

- 3.7.2 When it is impossible to obtain proper horizontal and vertical separation as stipulated above, the water main should be constructed of slip-on or mechanical joint, ductile-iron pipe, and the sewer constructed of mechanical joint ductile-iron pipe and both services should be pressure tested to assure water tightness.

3.8 Testing of Sewer Lines

- 3.8.1 Air Test - Air-checking of this project will be conducted as the project is being installed - at no time will more than four (4) manhole to manhole reaches of pipe be installed before air-checking is performed.

- A) After backfilling a manhole to manhole reach of wastewater line, the Contractor shall, at his expense, conduct a Line Acceptance Test using low pressure air. The test shall be performed using the below stated equipment, according to stated procedures and under the supervision of the inspecting engineer.

- 3.8.2 Equipment -Cherne Air-Loc Equipment as manufactured by Cherne Industries, Inc. of Edina, Minnesota or approved equal. Equipment used shall meet the following minimum requirements.

- A) Pneumatic plugs shall have a sealing length equal to or greater than the diameter of the pipe to be inspected.
- B) Pneumatic plugs shall resist internal test pressures without requiring external bracing or blocking.
- C) All air used shall be used shall pass through a single control panel.
- D) Three individual hoses shall be used for the following connections.
- a) From control panel to pneumatic plugs for inflation.
 - b) From control panel to sealed line for introducing a low pressure air.
 - c) From sealed line to control panel for continually monitoring the air pressure rise in the sealed line.

3.8.3 Procedures - All pneumatic plugs shall be seal tested before being used in the actual test installation. One length of pipe shall be laid on the ground and sealed at both ends with the pneumatic plugs to be checked. Air shall be introduced into the plugs to 25 psig. The sealed pipe shall be pressurized to 5 psig. The plugs must hold against this pressure without having to be braced.

- A) After a manhole reach of pipe has been backfilled and cleaned, and the pneumatic plugs are checked by the above procedure, the plugs shall be placed in the line at each manhole and inflated to 25 psig. Low pressure air shall be introduced into this sealed line until the pressure of any ground water that may be over the pipe. At least two minutes shall be allowed for the air pressure to stabilize.
- B) After the stabilization period (3.5 psig minimum pressure in the pipe), the air hose from the control panel to the air supply shall be disconnected. The portion of line being tested shall be termed "Acceptable" if the time required in minutes for the pressure to decrease from 3.5 to 2.5 psig (greater than the average back pressure of any ground water that may over the pipe) shall not be less than the time shown for the given diameters in the following table:

Pipe Diameter in Inches	Minutes
4	2.0
6	3.0
8	4.0
10	5.0
12	5.5
15	7.5
18	8.5
21	10.5
24	11.5

3.9 Deflection Test

3.9.1 Deflection test shall be conducted on all flexible gravity sewer pipe in accordance with ASTM D-3034-81, after the final backfill has been in place at least 30 days. No pipe shall exceed a deflection on 5%.

3.9.2 Test shall be run using a rigid ball or mandrel having a diameter equal to 95% of the diameter of the pipe. The ball or mandrel shall pass between manholes without mechanical pulling devices.

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3.10 Infiltration Test

3.10.1 Contractor, if directed by the Engineer, shall furnish, install and maintain a V-notch sharp crested weir in a wood-frame tightly secured at the entrance to the junction manhole to demonstrate to the Engineer the amount of infiltration.

3.10.2 The maximum allowable infiltration shall be 100 gallons per inch diameter per mile per day.

3.10.3 Under soil and ground level conditions where the water table is below the sewer invert the Engineer may, at his option, direct an exfiltration test be made in lieu of an infiltration test. Maximum allowable exfiltration shall be the same as maximum allowable infiltration per Paragraph 3.10.2 above.

The exfiltration procedure shall require an elevation head of two feet which is the height of water above the top of the pipe at the upstream manhole. Exfiltration shall be measured by filling a reach of sewer to the elevation head and observing the quantity of water required to maintain the reach in full condition.

END OF SECTION

DIVISION 2-SITEWORK

SECTION 02750-LIFT STATIONS

1.0 SCOPE OF WORK

- 1.1 This work shall consist of all labor, materials, services and equipment necessary to install lift stations in accordance with the plans and these specifications and in reasonably close conformity with the lines, grades and dimensions shown on the plans.

2.0 MATERIALS

- 2.1 FORCE MAINS- as specified elsewhere within these specifications.

- 2.1.2. CONCRETE-Class B, local MDOT standards.

- 2.1.3. AIR RELEASE VALVES-Shall be val-matic, or approved equal, simple lever type.

- 2.2 LIFT STATION-Shall be in conformance with the plans as shown and these specifications.

- 2.2.1. WET WELL AND VALVE BOX-Shall be pre-cast, concrete, to the dimensions set forth in the plans. Fiberglass fully-contained wet wells may be acceptable, if allowed by the local and state authorities having jurisdiction.

- 2.2.2 Two (2) pumps shall be supplied for the duplex pumping stations to produce the following:

- 1 Pump: gpm as specified in the Pump Station Details

- 2 Pumps: gpm as specified in the Pump Station Details

- 2.2.3. Controls shall be "float" type and furnished with the pumps. All materials shall be designed for corrosive environments. Controls shall be furnished in accordance with the drawings.

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- 2.2.4. The electrical equipment shall be 3-phase, 230 volt, 60 HZ.
Electrical panel and equipment shall be as shown on the details.
- 2.2.5. All valves shall be double disc gate valves and shall be Mueller, or approved equal. All valves shall be "wheel-type" and shall have flanged or mechanical joint ends.
- 2.2.6. All mechanical fittings and spool pieces, shall be Class 52 Ductile Iron, cement mortar lined.

3.0 EXECUTION

- 3.1 Contractor shall dewater as necessary to ensure that wet-well is set in a dry excavation pit.
- 3.2 Bottom of excavation shall be prepared in accordance with the drawings and bedding material shall be installed to ensure a good foundation for the wet well. Additional weight shall be installed if necessary to offset uplift of the structure, assuming no equipment or liquid is in the structure.
- 3.3 All mechanical and electrical equipment shall be installed in accordance with the manufacturer's recommendations.
- 3.4 When fully installed, contractor shall demonstrate the lift station's ability to deliver the design requirements to the Engineer, prior to acceptance.
- 3.5 Lift station shall be deemed to be complete only after the above requirements are met and the wet well, valve box, electrical equipment, panel, alarm system, fence (if required) and improvements are completed, and acceptable to the Engineer.

END OF SECTION

02750

DIVISION 2-SITEWORK

SECTION 02760- FORCE MAINS

1.0 SCOPE OF WORK

- 1.1 This work shall consist of all labor, materials, services and equipment necessary to install force mains in accordance with the plans and these specifications and in reasonably close conformity with the lines, grades and dimensions shown on the plans.

2.0 MATERIALS

- 2.1 **FORCE MAIN PIPE:** At Contractor's option, use any of the following acceptable materials unless otherwise designated on the plans.
 - 2.1.1 Ductile Iron Pipe conforming to ANSI A-21.51 (AWWA C-151) Grade 60-42-10 Ductile Iron, thickness Class 50. Pipe interior shall be cement mortar lined per ANSI A.21.4 (AWWA C-104). Rubber gasket joints per ANSI A-21_11 (AWWA C-111).
 - 2.1.2 Polyvinyl Chloride pipe (for nominal sizes up to and including 12 inches), with integral expanded bells conforming to ASTM D-2241, SDR 26, 160 p.s.i. working pressure. Couplings or joints shall be an integral part of the pipe barrel. It shall consist of an expanded bell with grooves to retain a rubber sealing ring conforming to the requirements of ASTM D-1869.
 - 2.1.3 Polyvinyl Chloride pipe conforming to AWWA C-900 (for nominal sizes up to and including 12 inches), and AWWA C-905 (for nominal sizes greater than 12 inches). Standard dimension ratio shall be not more than 25. Pipe shall be made to cast iron O.D.'s. Each length of pipe shall be stamped with approval of Underwriter's Laboratories, Inc. Pipe couplings or joints shall be an integral part of the pipe barrel, consisting of an expanded bell with a groove to retain a rubber sealing ring. Gaskets shall be factory bonded into the groove.
- 2.2 **CONCRETE-**If required, shall be Class B, local MDOT standards.
- 2.3 **AIR RELEASE VALVES-**Shall be val-matic, or approved equal, simple lever type. Air relief valves shall be placed as needed (at high points) in the force main to prevent air locking. Vacuum relief valves may also be necessary.

02760

2.4 LIFT STATION-as specified elsewhere within these specifications.

3.0 EXECUTION

- 3.1 Contractor shall dewater as necessary to ensure dry bedding and backfilling conditions.
- 3.2 Force mains should be laid at least 10 feet horizontally from any existing or proposed water main. Force mains crossing under water mains shall be laid to provide a minimum vertical distance of 18 inches between the outside of the water main and the outside of the force main. Water mains shall be located above force mains. When it is impossible to obtain proper horizontal and vertical separation as stipulated above, the force main shall be designed and constructed equal to water pipe, and shall be pressure tested to assure water tightness prior to backfilling.
- 3.3 All bedding and backfilling of force mains shall be completed in complete accordance with the plan details.
- 3.4 All force mains specified under existing or proposed roads shall be jetted or directionally drilled.
- 3.5 No driveways or paved surfaces shall be crossed until the affected property owners are notified at least 48 hours in advance of the work.
- 3.6 All driveways and paved surfaces crossed shall be restored to the pre-construction condition or better with like materials.
- 3.7 Traffic into and out of all driveways shall be maintained at all times, to the satisfaction of the respective property owner.
- 3.8 Testing
 - 3.8.1 Hydrostatic and leakage testing should be done in accordance with AWWA specification C600, Section 4 (latest revision).

END OF SECTION

Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

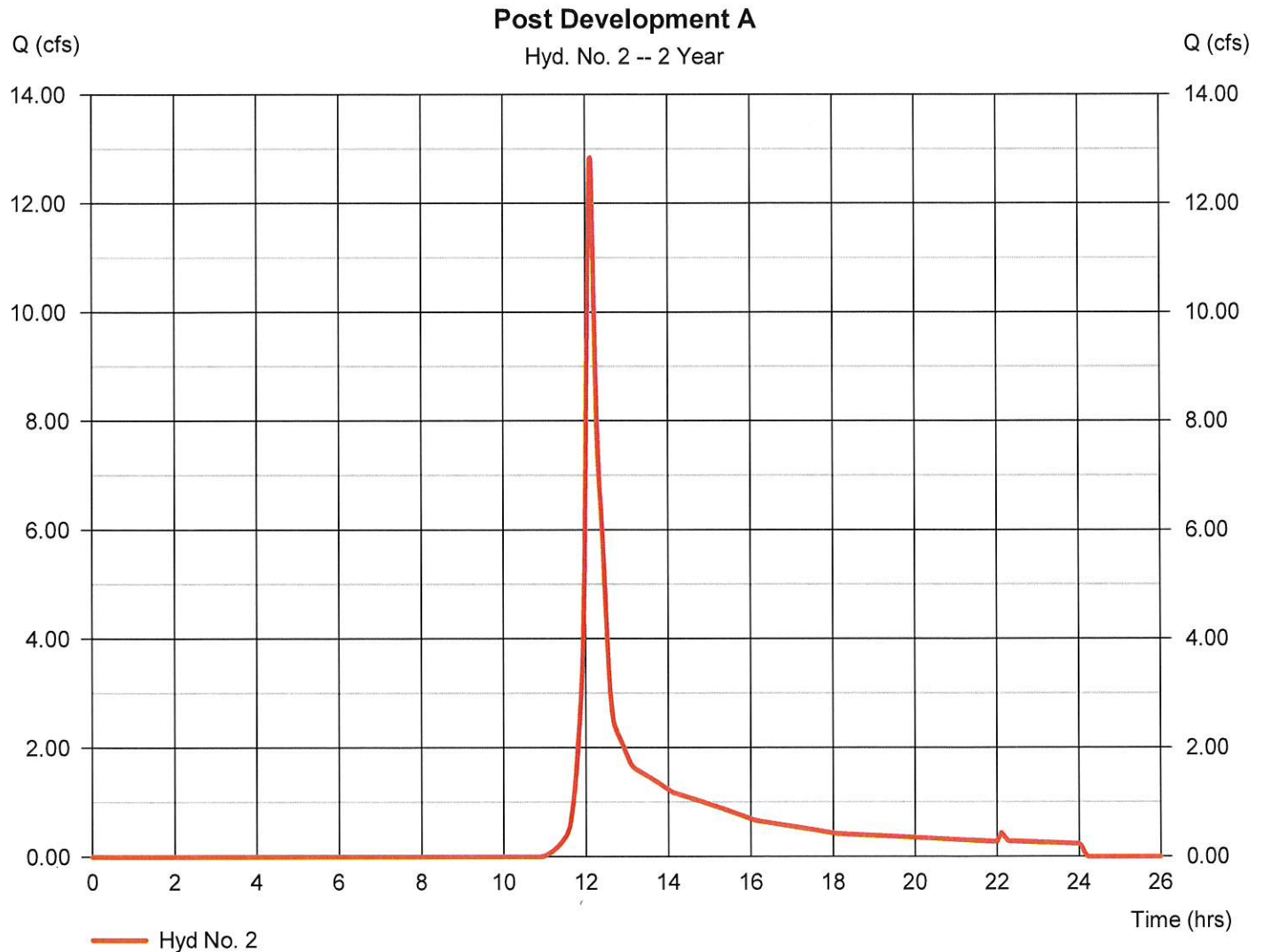
Tuesday, 05 / 23 / 2023

Hyd. No. 2

Post Development A

Hydrograph type	= SCS Runoff	Peak discharge	= 12.84 cfs
Storm frequency	= 2 yrs	Time to peak	= 12.13 hrs
Time interval	= 1 min	Hyd. volume	= 47,361 cuft
Drainage area	= 7.510 ac	Curve number	= 59*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 10.00 min
Total precip.	= 5.84 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = $[(6.820 \times 61) + (0.690 \times 39)] / 7.510$



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

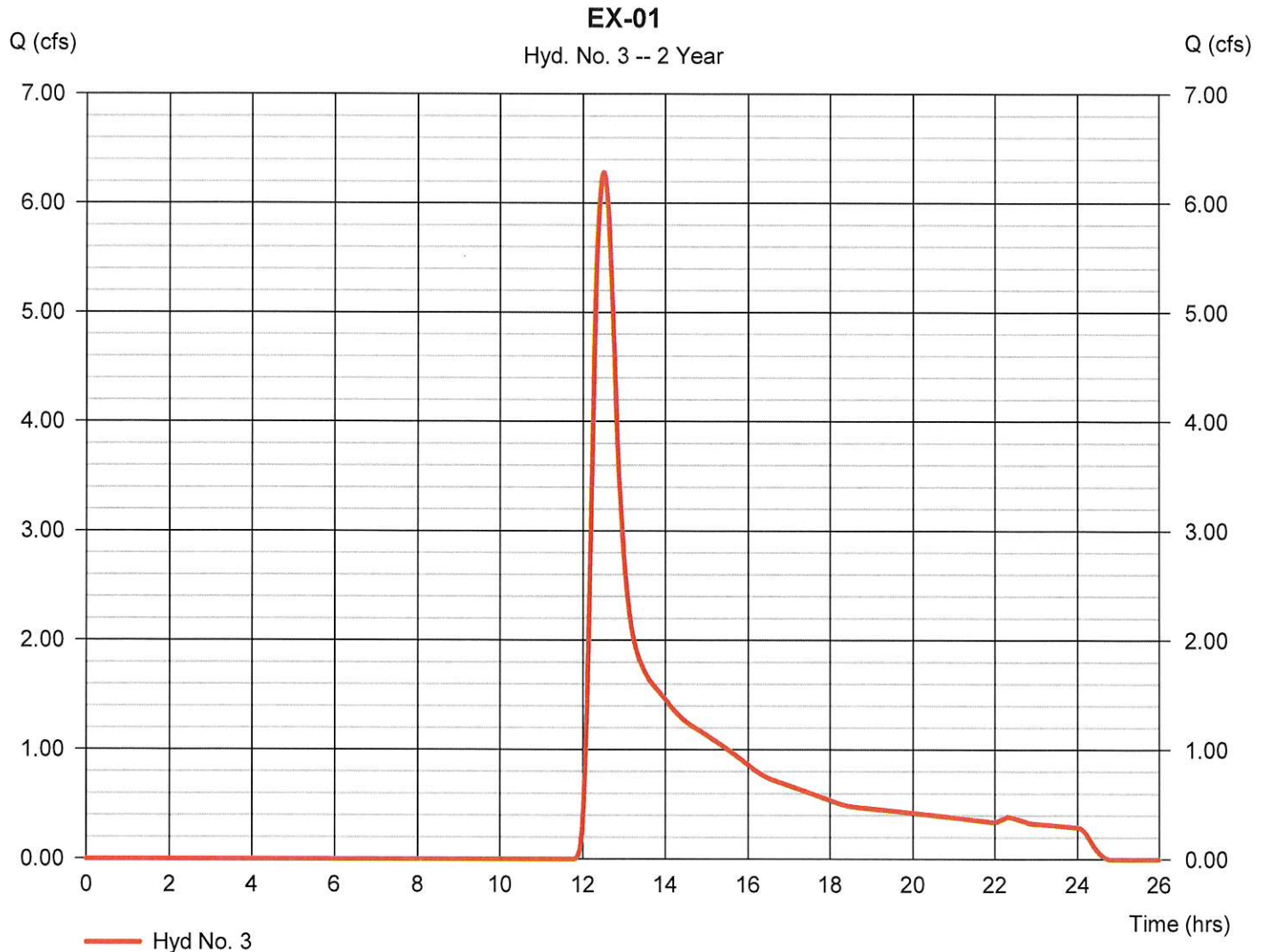
Tuesday, 05 / 23 / 2023

Hyd. No. 3

EX-01

Hydrograph type = SCS Runoff
 Storm frequency = 2 yrs
 Time interval = 1 min
 Drainage area = 12.050 ac
 Basin Slope = 0.0 %
 Tc method = TR55
 Total precip. = 5.84 in
 Storm duration = 24 hrs

Peak discharge = 6.283 cfs
 Time to peak = 12.50 hrs
 Hyd. volume = 43,901 cuft
 Curve number = 49
 Hydraulic length = 0 ft
 Time of conc. (Tc) = 30.50 min
 Distribution = Type III
 Shape factor = 484



TR55 Tc Worksheet

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Hyd. No. 3

EX-01

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.150	0.011	0.011	
Flow length (ft)	= 300.0	0.0	0.0	
Two-year 24-hr precip. (in)	= 5.84	0.00	0.00	
Land slope (%)	= 1.00	0.00	0.00	
Travel Time (min)	= 23.05	+ 0.00	+ 0.00	= 23.05
Shallow Concentrated Flow				
Flow length (ft)	= 718.00	0.00	0.00	
Watercourse slope (%)	= 1.00	0.00	0.00	
Surface description	= Unpaved	Paved	Paved	
Average velocity (ft/s)	=1.61	0.00	0.00	
Travel Time (min)	= 7.42	+ 0.00	+ 0.00	= 7.42
Channel Flow				
X sectional flow area (sqft)	= 0.00	0.00	0.00	
Wetted perimeter (ft)	= 0.00	0.00	0.00	
Channel slope (%)	= 0.00	0.00	0.00	
Manning's n-value	= 0.015	0.015	0.015	
Velocity (ft/s)	=0.00	0.00	0.00	
Flow length (ft)	0.0	0.0	0.0	
Travel Time (min)	= 0.00	+ 0.00	+ 0.00	= 0.00
Total Travel Time, Tc				30.50 min

Hydrograph Report

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Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

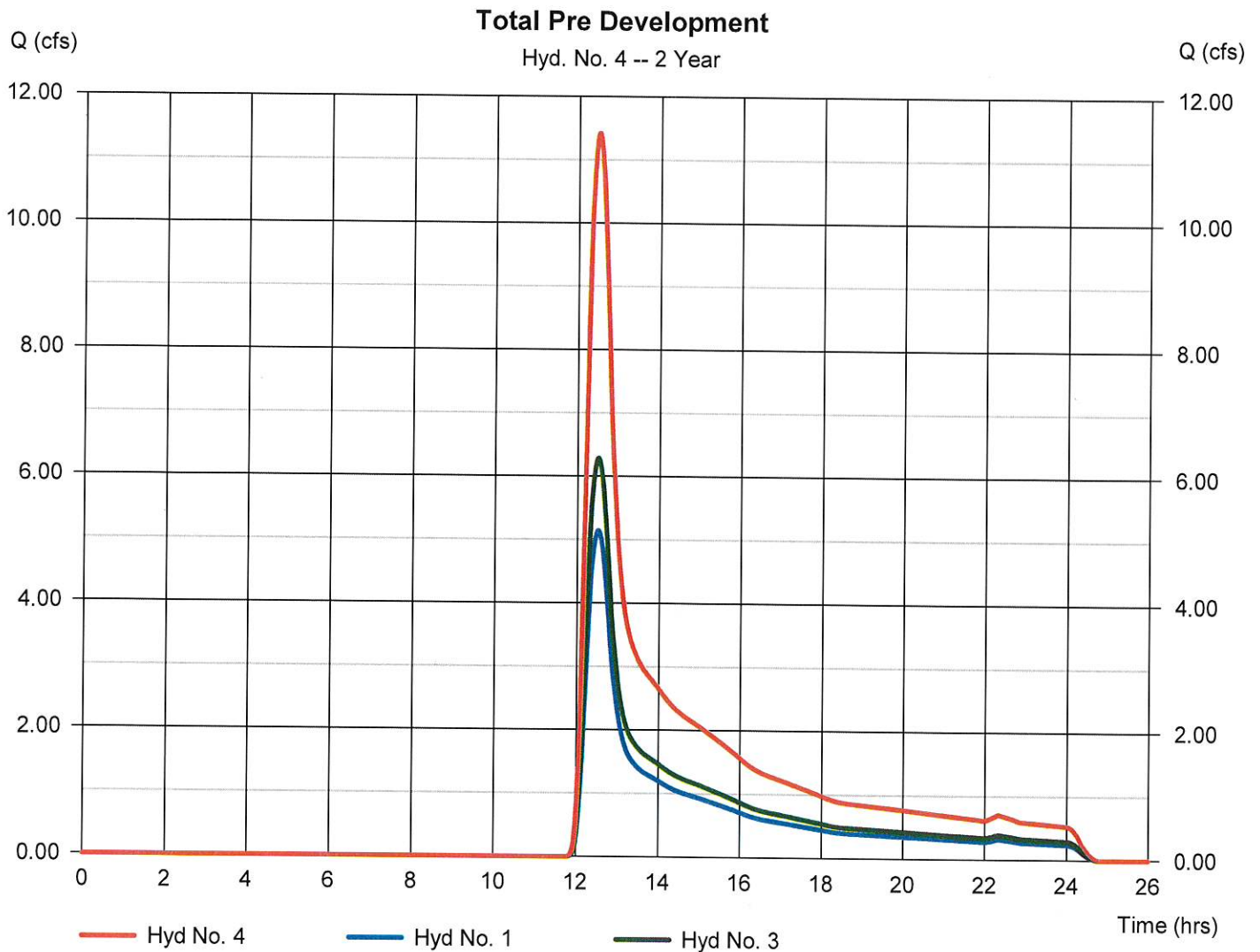
Tuesday, 05 / 23 / 2023

Hyd. No. 4

Total Pre Development

Hydrograph type = Combine
Storm frequency = 2 yrs
Time interval = 1 min
Inflow hyds. = 1, 3

Peak discharge = 11.42 cfs
Time to peak = 12.50 hrs
Hyd. volume = 79,823 cuft
Contrib. drain. area = 21.910 ac



Hydrograph Report

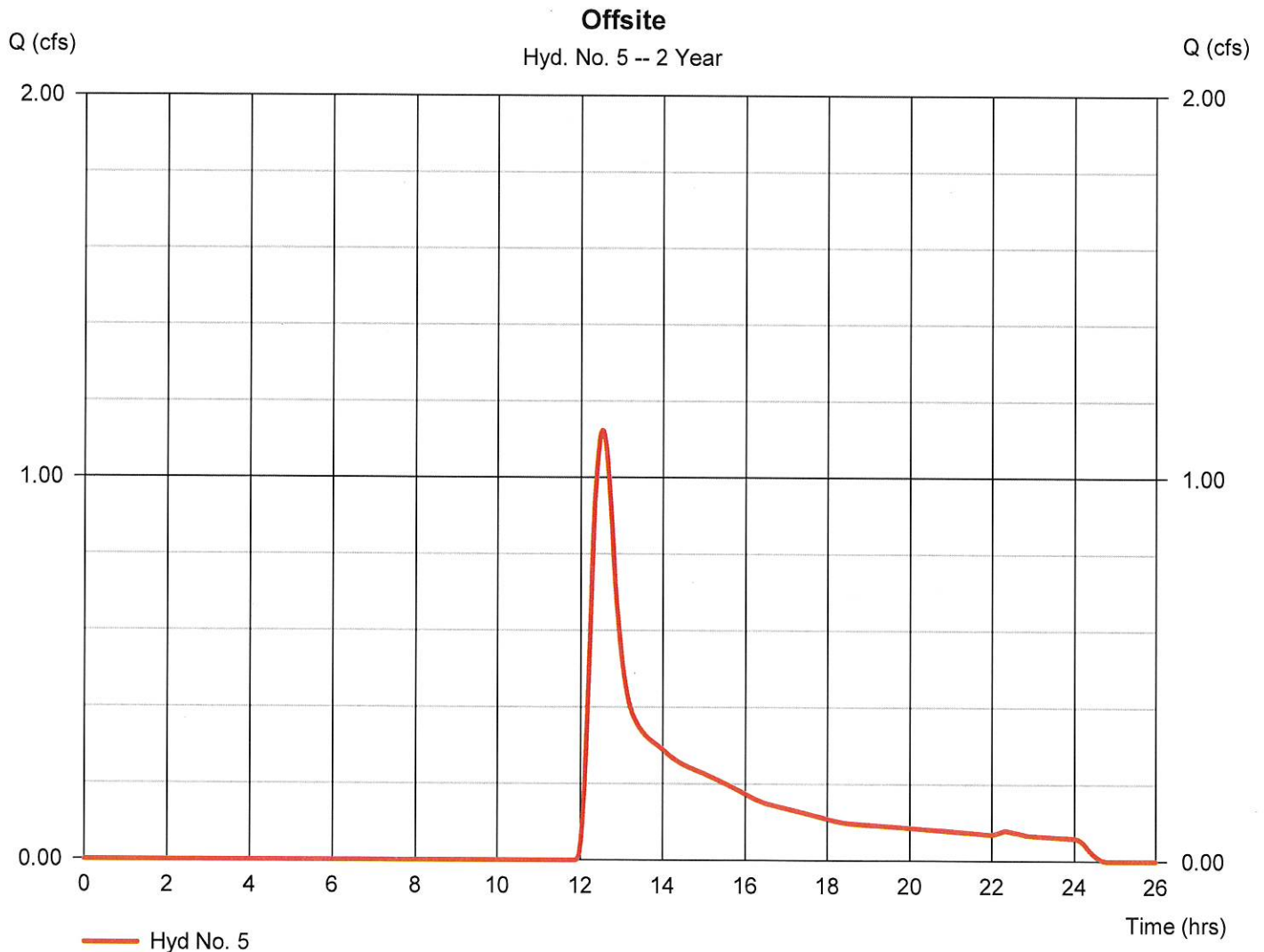
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Tuesday, 05 / 23 / 2023

Hyd. No. 5

Offsite

Hydrograph type	= SCS Runoff	Peak discharge	= 1.124 cfs
Storm frequency	= 2 yrs	Time to peak	= 12.53 hrs
Time interval	= 1 min	Hyd. volume	= 8,435 cuft
Drainage area	= 2.670 ac	Curve number	= 47
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 32.00 min
Total precip.	= 5.84 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484



Hydrograph Report

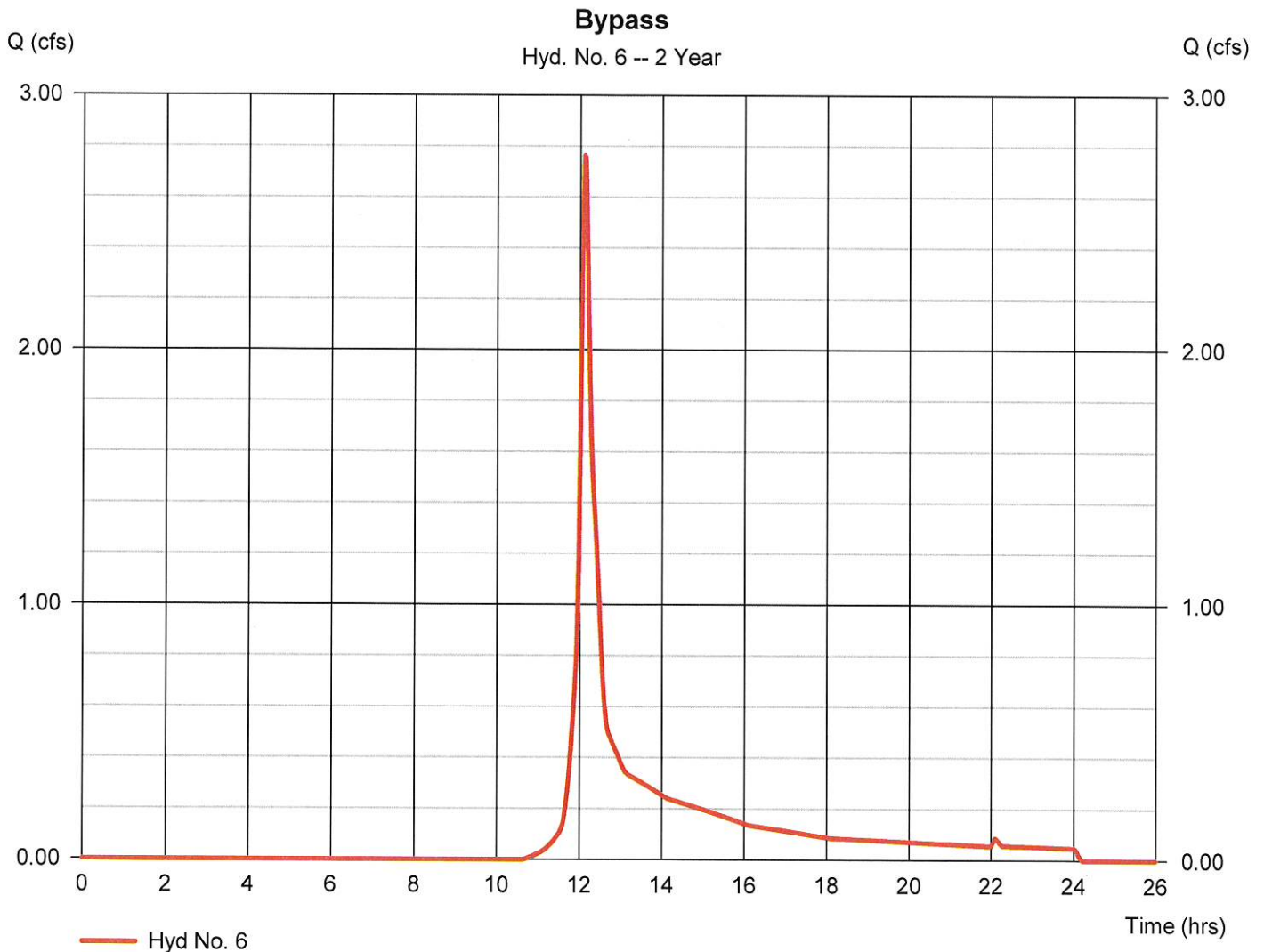
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Tuesday, 05 / 23 / 2023

Hyd. No. 6

Bypass

Hydrograph type	= SCS Runoff	Peak discharge	= 2.765 cfs
Storm frequency	= 2 yrs	Time to peak	= 12.12 hrs
Time interval	= 1 min	Hyd. volume	= 9,997 cuft
Drainage area	= 1.450 ac	Curve number	= 61
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 10.00 min
Total precip.	= 5.84 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

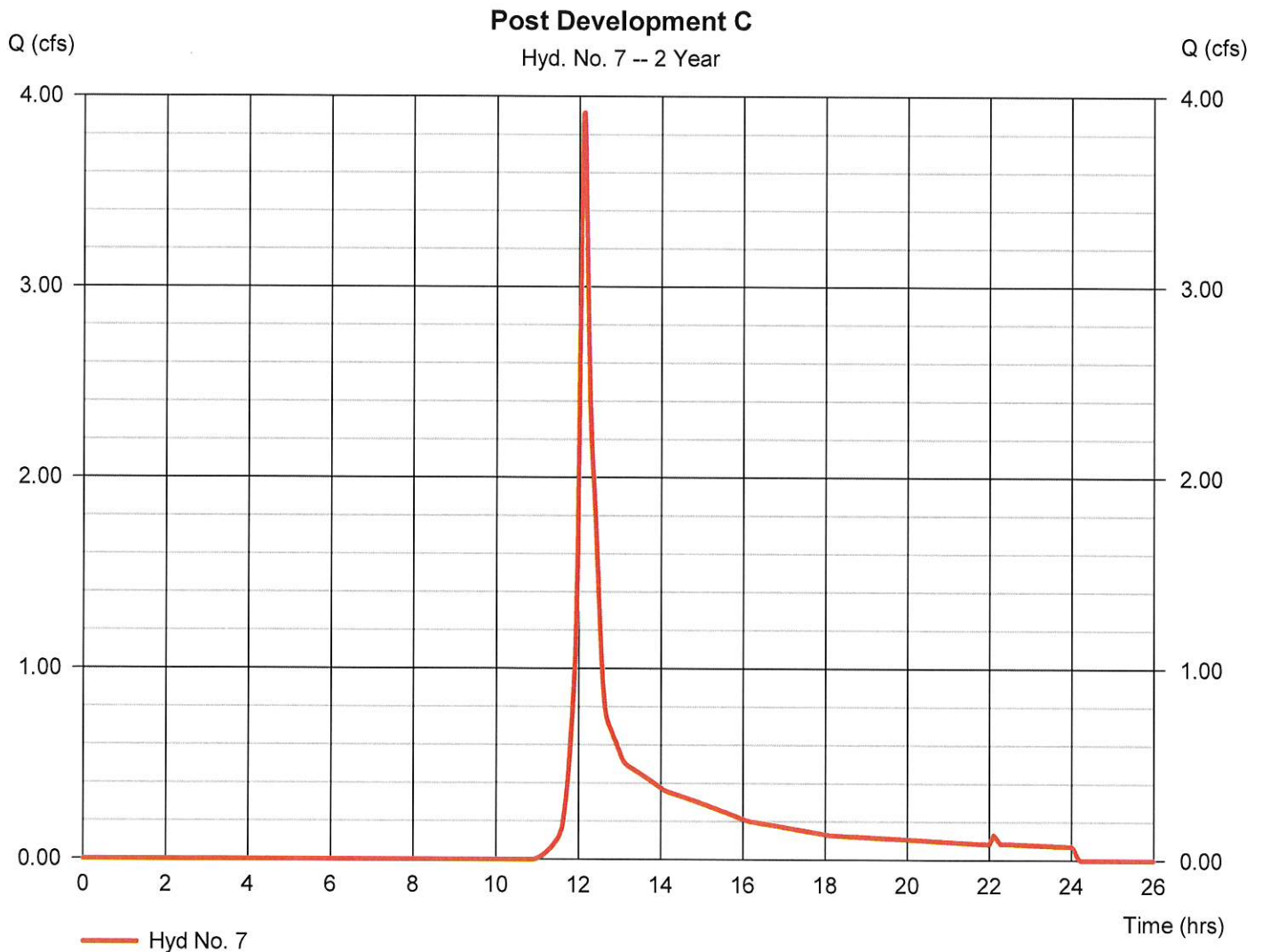
Tuesday, 05 / 23 / 2023

Hyd. No. 7

Post Development C

Hydrograph type	= SCS Runoff	Peak discharge	= 3.916 cfs
Storm frequency	= 2 yrs	Time to peak	= 12.13 hrs
Time interval	= 1 min	Hyd. volume	= 14,442 cuft
Drainage area	= 2.290 ac	Curve number	= 59*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 10.00 min
Total precip.	= 5.84 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(2.930 x 61) + (0.300 x 39)] / 2.290



Hydrograph Report

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Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

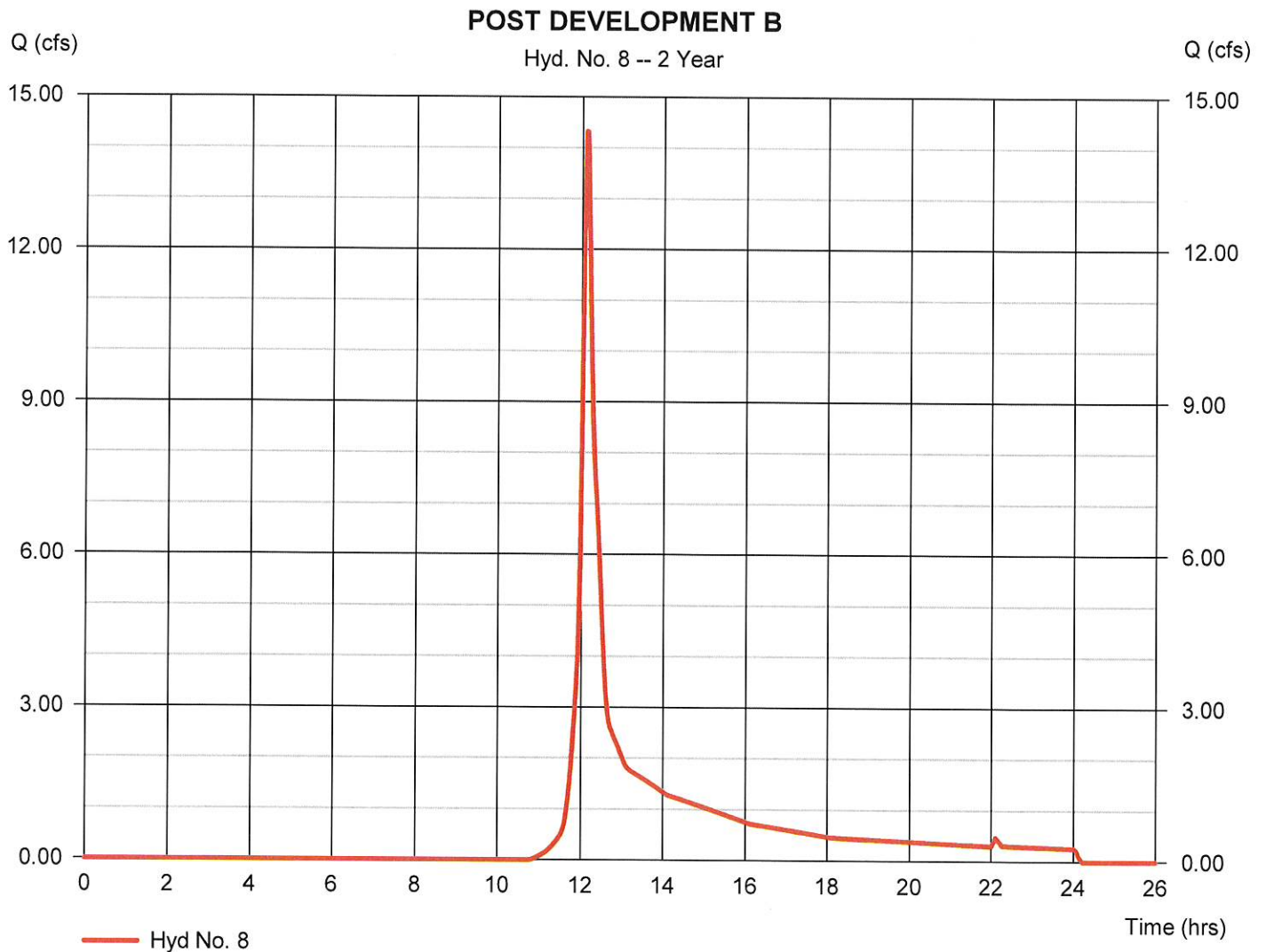
Tuesday, 05 / 23 / 2023

Hyd. No. 8

POST DEVELOPMENT B

Hydrograph type	= SCS Runoff	Peak discharge	= 14.33 cfs
Storm frequency	= 2 yrs	Time to peak	= 12.12 hrs
Time interval	= 1 min	Hyd. volume	= 52,325 cuft
Drainage area	= 7.930 ac	Curve number	= 60*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 10.00 min
Total precip.	= 5.84 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = $[(7.410 \times 61) + (0.520 \times 39)] / 7.930$



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

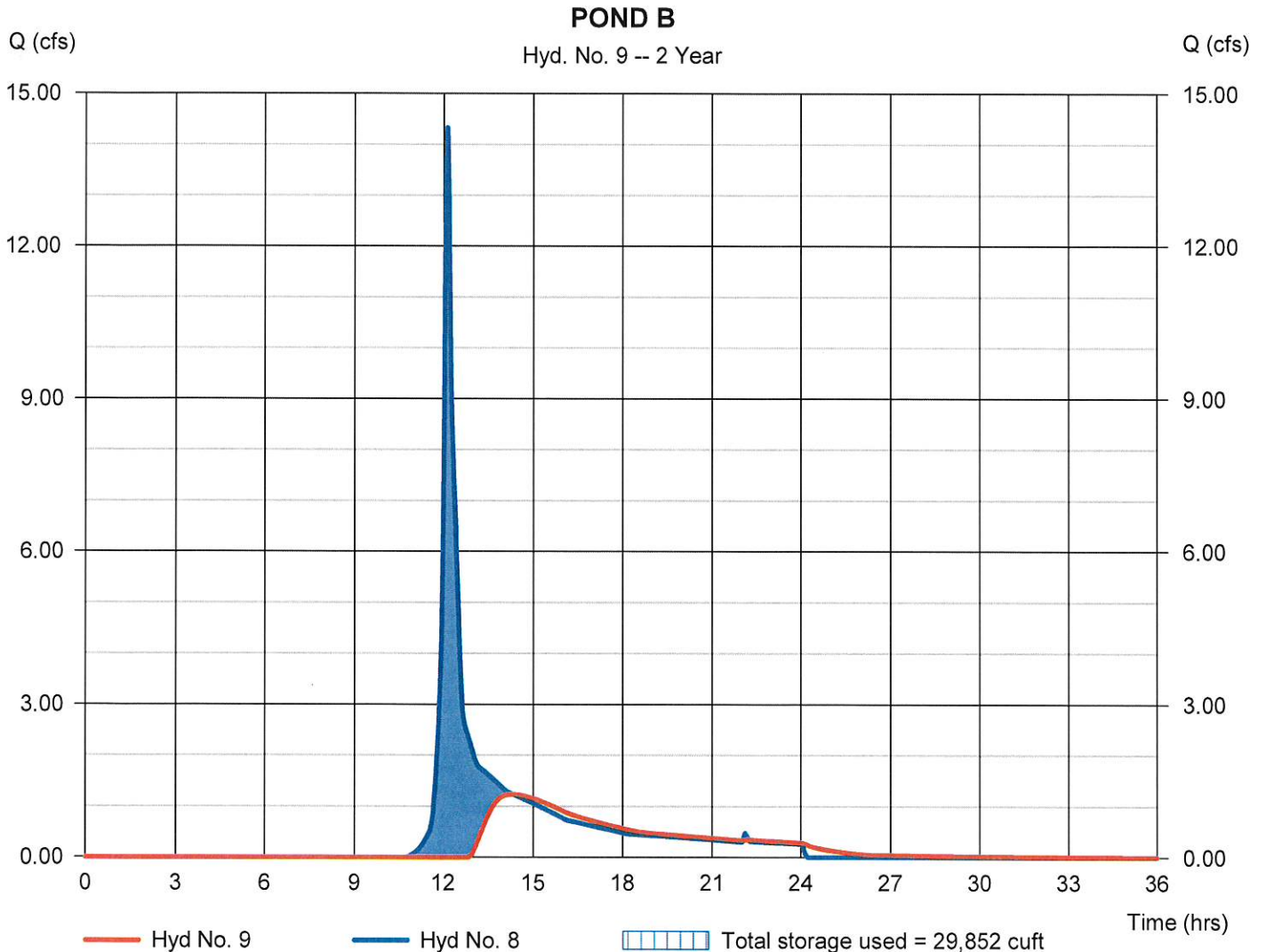
Tuesday, 05 / 23 / 2023

Hyd. No. 9

POND B

Hydrograph type	= Reservoir	Peak discharge	= 1.235 cfs
Storm frequency	= 2 yrs	Time to peak	= 14.32 hrs
Time interval	= 1 min	Hyd. volume	= 26,821 cuft
Inflow hyd. No.	= 8 - POST DEVELOPMENT B	Max. Elevation	= 14.48 ft
Reservoir name	= POND B	Max. Storage	= 29,852 cuft

Storage Indication method used.



Pond Report

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Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Tuesday, 05 / 23 / 2023

Pond No. 3 - POND B

Pond Data

Contours -User-defined contour areas. Conic method used for volume calculation. Beginning Elevation = 10.00 ft

Stage / Storage Table

Stage (ft)	Elevation (ft)	Contour area (sqft)	Incr. Storage (cuft)	Total storage (cuft)
0.00	10.00	4,453	0	0
1.00	11.00	5,339	4,889	4,889
2.00	12.00	6,312	5,818	10,707
3.00	13.00	7,375	6,836	17,543
4.00	14.00	8,528	7,944	25,487
5.00	15.00	9,758	9,135	34,622
6.00	16.00	11,052	10,397	45,019
7.00	17.00	12,410	11,723	56,742
8.00	18.00	13,826	13,110	69,853
9.00	19.00	15,300	14,555	84,408

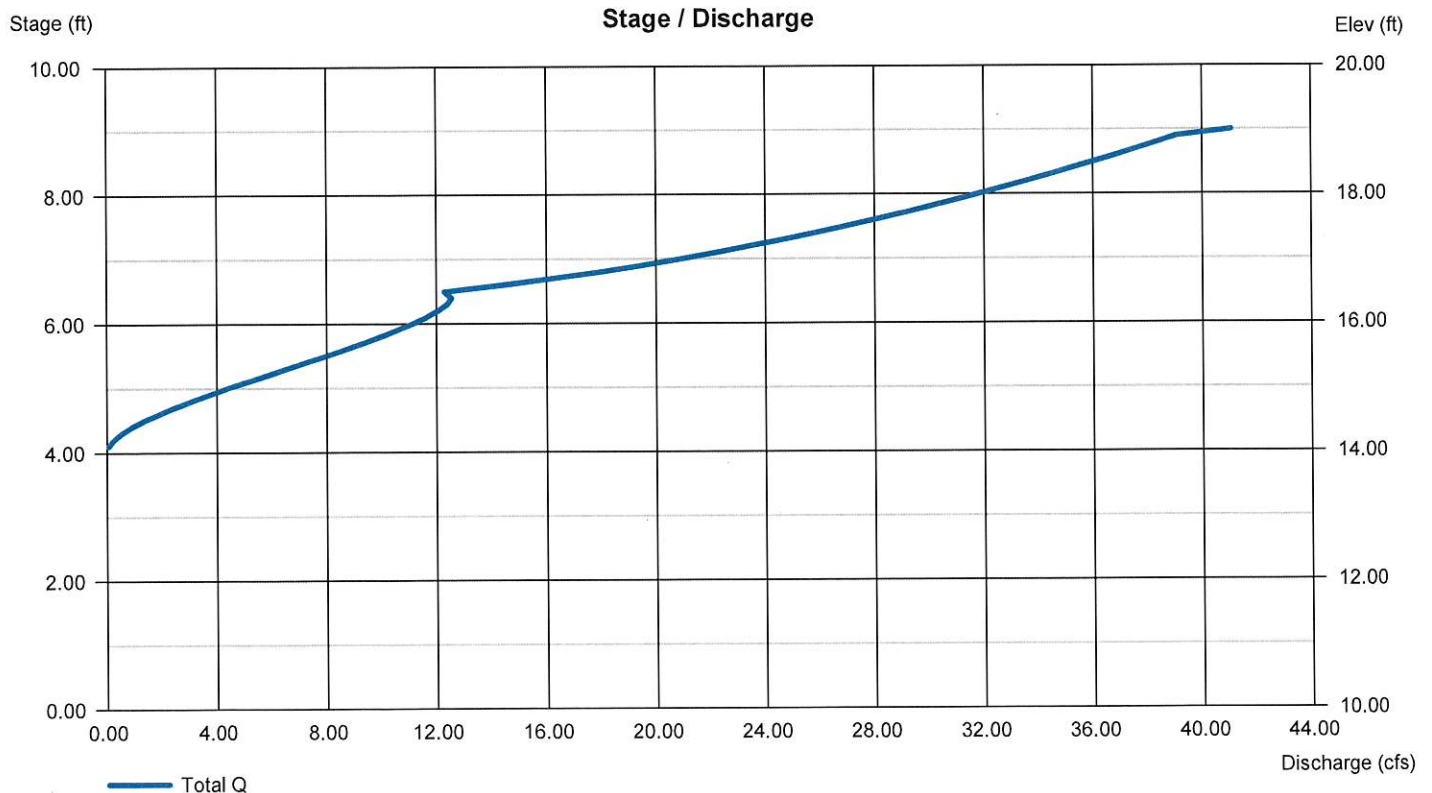
Culvert / Orifice Structures

	[A]	[B]	[C]	[PrfRsr]
Rise (in)	= 30.00	0.00	0.00	0.00
Span (in)	= 30.00	0.00	0.00	0.00
No. Barrels	= 1	0	0	0
Invert El. (ft)	= 14.00	0.00	0.00	0.00
Length (ft)	= 132.00	0.00	0.00	0.00
Slope (%)	= 0.20	0.00	0.00	n/a
N-Value	= .013	.013	.013	n/a
Orifice Coeff.	= 0.60	0.60	0.60	0.60
Multi-Stage	= n/a	No	No	No

Weir Structures

	[A]	[B]	[C]	[D]
Crest Len (ft)	= 500.00	0.00	0.00	0.00
Crest El. (ft)	= 18.99	0.00	0.00	0.00
Weir Coeff.	= 2.60	3.33	3.33	3.33
Weir Type	= Broad	---	---	---
Multi-Stage	= No	No	No	No
Exfil.(in/hr)	= 0.000 (by Wet area)			
TW Elev. (ft)	= 0.00			

Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s).



Hydrograph Report

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Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

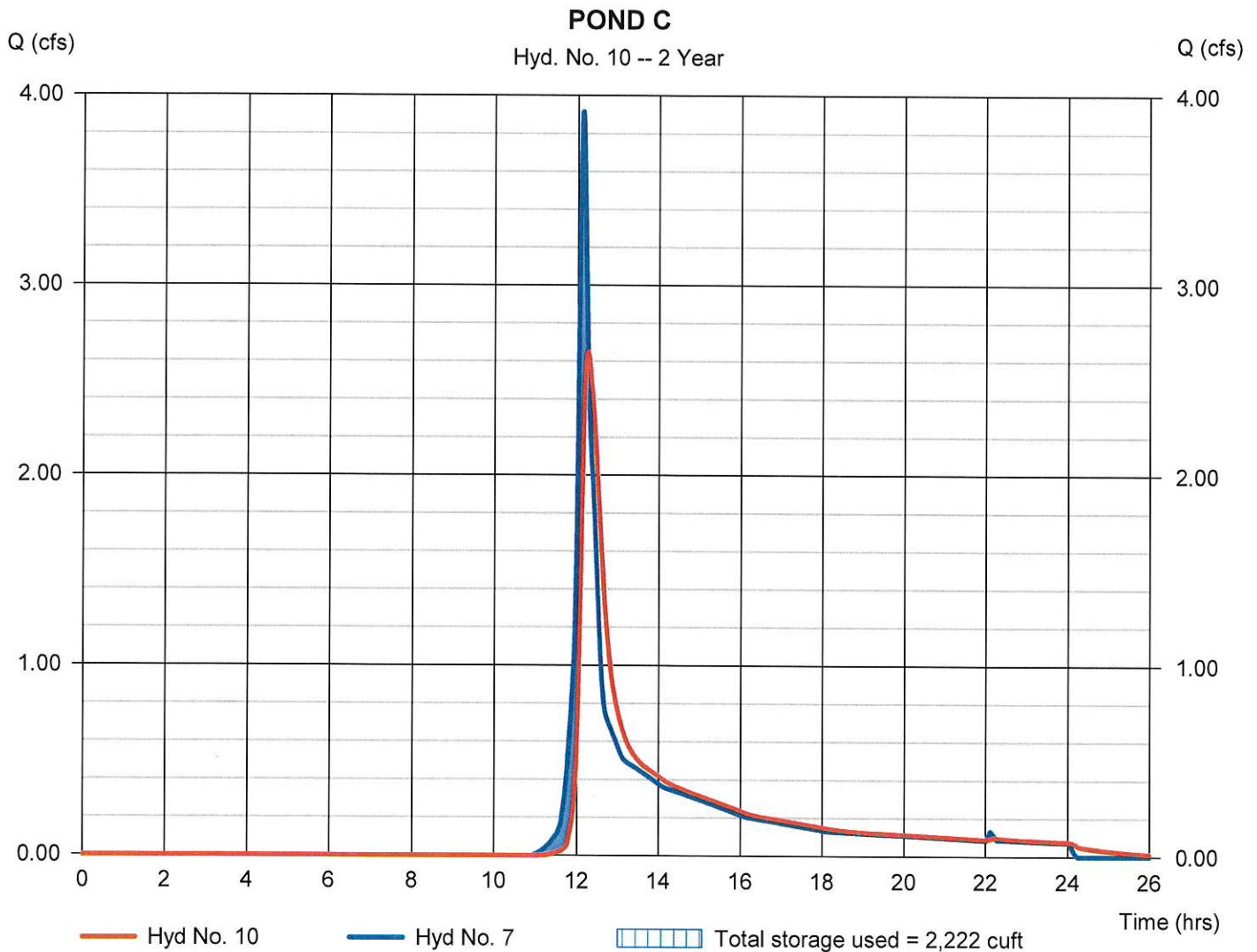
Tuesday, 05 / 23 / 2023

Hyd. No. 10

POND C

Hydrograph type	= Reservoir	Peak discharge	= 2.647 cfs
Storm frequency	= 2 yrs	Time to peak	= 12.25 hrs
Time interval	= 1 min	Hyd. volume	= 14,437 cuft
Inflow hyd. No.	= 7 - Post Development C	Max. Elevation	= 17.83 ft
Reservoir name	= Pond C	Max. Storage	= 2,222 cuft

Storage Indication method used.



Pond Report

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Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Tuesday, 05 / 23 / 2023

Pond No. 2 - Pond C

Pond Data

Contours -User-defined contour areas. Conic method used for volume calculation. Beginning Elevation = 17.00 ft

Stage / Storage Table

Stage (ft)	Elevation (ft)	Contour area (sqft)	Incr. Storage (cuft)	Total storage (cuft)
0.00	17.00	1,810	0	0
1.00	18.00	3,638	2,671	2,671
2.00	19.00	5,903	4,725	7,396

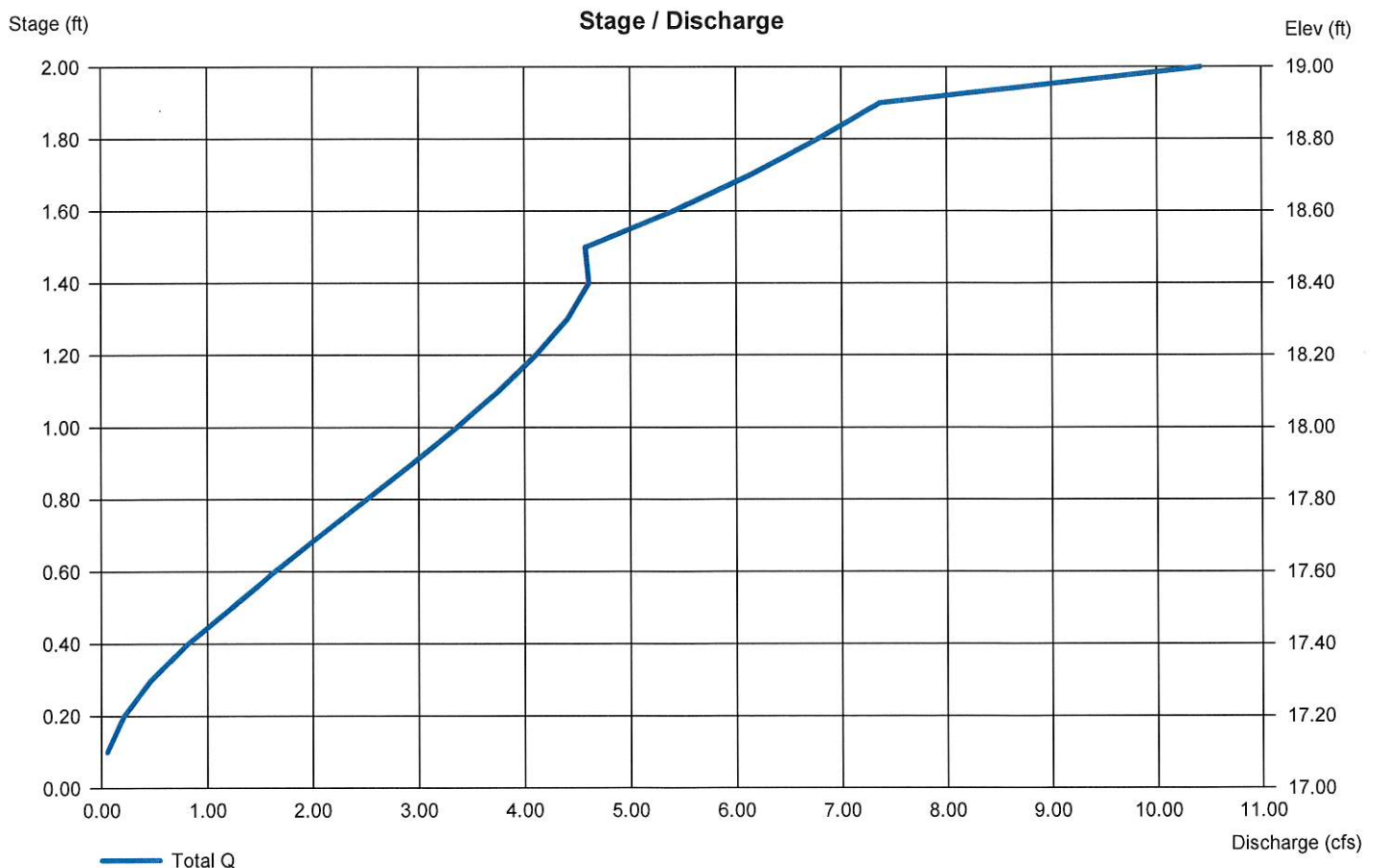
Culvert / Orifice Structures

	[A]	[B]	[C]	[PrfRsr]
Rise (in)	= 18.00	0.00	0.00	0.00
Span (in)	= 18.00	0.00	0.00	0.00
No. Barrels	= 1	0	0	0
Invert El. (ft)	= 17.00	0.00	0.00	0.00
Length (ft)	= 50.00	0.00	0.00	0.00
Slope (%)	= 0.50	0.00	0.00	n/a
N-Value	= .013	.013	.013	n/a
Orifice Coeff.	= 0.60	0.60	0.60	0.60
Multi-Stage	= n/a	No	No	No

Weir Structures

	[A]	[B]	[C]	[D]
Crest Len (ft)	= 750.00	0.00	0.00	0.00
Crest El. (ft)	= 18.99	0.00	0.00	0.00
Weir Coeff.	= 3.33	3.33	3.33	3.33
Weir Type	= Cipiti	---	---	---
Multi-Stage	= No	No	No	No
Exfil.(in/hr)	= 0.000 (by Wet area)			
TW Elev. (ft)	= 0.00			

Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s).



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

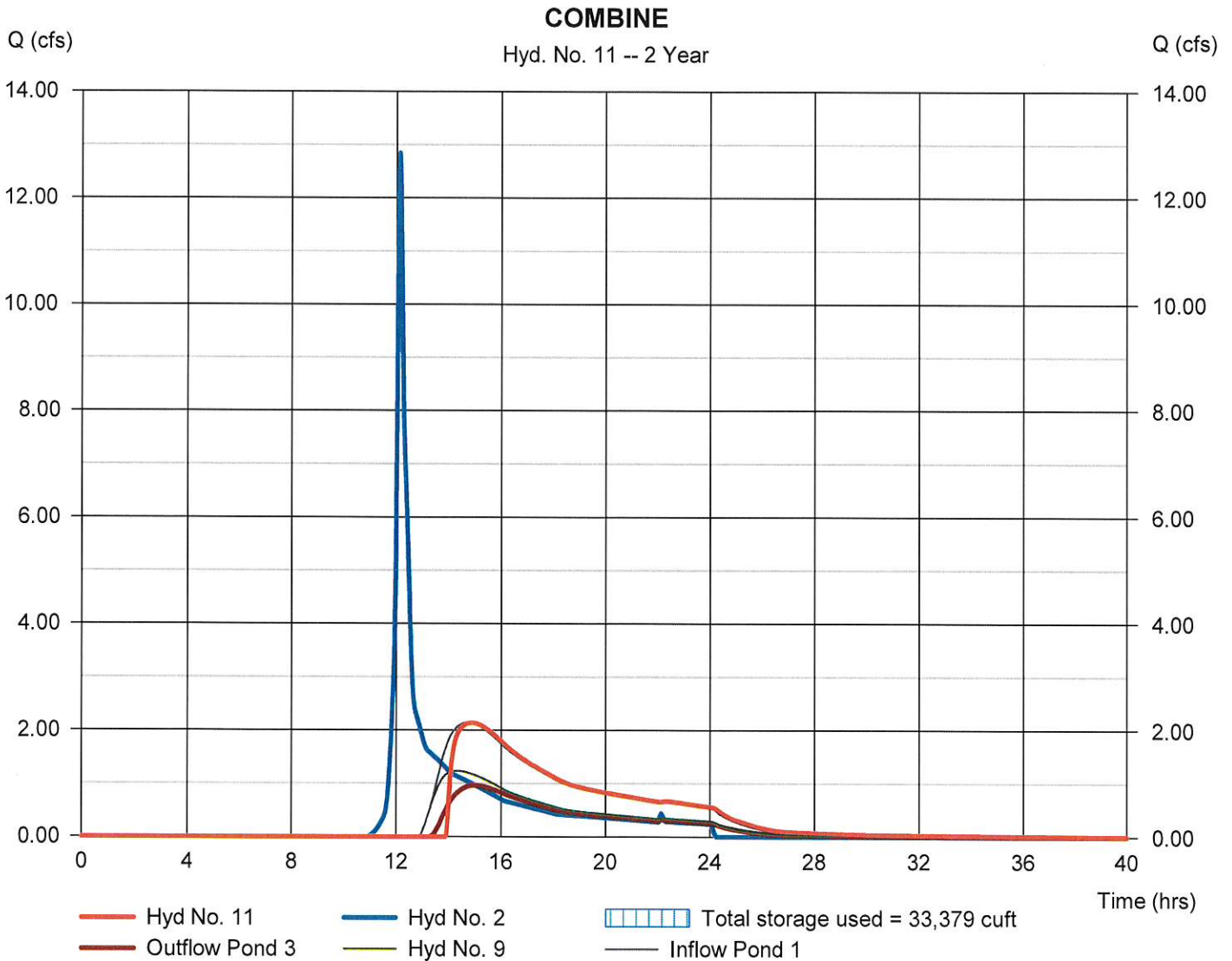
Tuesday, 05 / 23 / 2023

Hyd. No. 11

COMBINE

Hydrograph type	= Reservoir (Interconnected)	Peak discharge	= 2.142 cfs
Storm frequency	= 2 yrs	Time to peak	= 14.90 hrs
Time interval	= 1 min	Hyd. volume	= 46,001 cuft
Upper Pond	= POND B	Lower Pond	= Pond A
Inflow hyd.	= 2 - Post Development A	Other Inflow hyd.	= 9 - POND B
Max. Elevation	= 14.42 ft	Max. Elevation	= 11.70 ft
Max. Storage	= 29,320 cuft	Max. Storage	= 4,059 cuft

Interconnected Pond Routing. Storage Indication method used.



Pond Report

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Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Tuesday, 05 / 23 / 2023

Pond No. 3 - POND B

Pond Data

Contours -User-defined contour areas. Conic method used for volume calculation. Begining Elevation = 10.00 ft

Stage / Storage Table

Stage (ft)	Elevation (ft)	Contour area (sqft)	Incr. Storage (cuft)	Total storage (cuft)
0.00	10.00	4,453	0	0
1.00	11.00	5,339	4,889	4,889
2.00	12.00	6,312	5,818	10,707
3.00	13.00	7,375	6,836	17,543
4.00	14.00	8,528	7,944	25,487
5.00	15.00	9,758	9,135	34,622
6.00	16.00	11,052	10,397	45,019
7.00	17.00	12,410	11,723	56,742
8.00	18.00	13,826	13,110	69,853
9.00	19.00	15,300	14,555	84,408

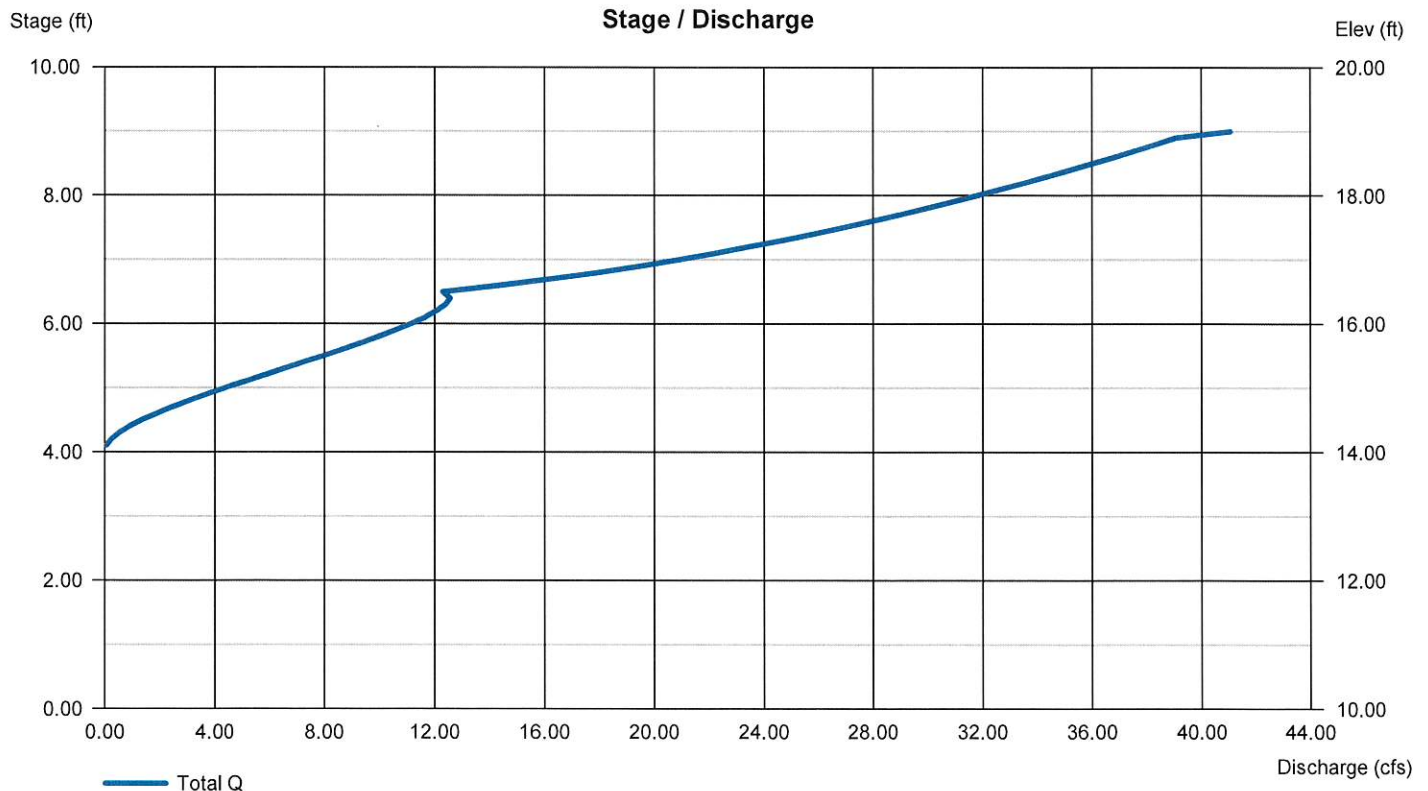
Culvert / Orifice Structures

	[A]	[B]	[C]	[PrfRsr]
Rise (in)	= 30.00	0.00	0.00	0.00
Span (in)	= 30.00	0.00	0.00	0.00
No. Barrels	= 1	0	0	0
Invert El. (ft)	= 14.00	0.00	0.00	0.00
Length (ft)	= 132.00	0.00	0.00	0.00
Slope (%)	= 0.20	0.00	0.00	n/a
N-Value	= .013	.013	.013	n/a
Orifice Coeff.	= 0.60	0.60	0.60	0.60
Multi-Stage	= n/a	No	No	No

Weir Structures

	[A]	[B]	[C]	[D]
Crest Len (ft)	= 500.00	0.00	0.00	0.00
Crest El. (ft)	= 18.99	0.00	0.00	0.00
Weir Coeff.	= 2.60	3.33	3.33	3.33
Weir Type	= Broad	---	---	---
Multi-Stage	= No	No	No	No
Exfil.(in/hr)	= 0.000 (by Wet area)			
TW Elev. (ft)	= 0.00			

Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s).



Pond Report

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Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Tuesday, 05 / 23 / 2023

Pond No. 1 - Pond A

Pond Data

Contours -User-defined contour areas. Conic method used for volume calculation. Begining Elevation = 10.00 ft

Stage / Storage Table

Stage (ft)	Elevation (ft)	Contour area (sqft)	Incr. Storage (cuft)	Total storage (cuft)
0.00	10.00	1,820	0	0
1.00	11.00	2,430	2,117	2,117
2.00	12.00	3,118	2,767	4,884
3.00	13.00	3,881	3,492	8,376
4.00	14.00	4,717	4,292	12,668
5.00	15.00	5,627	5,165	17,833
6.00	16.00	6,601	6,107	23,940
7.00	17.00	7,632	7,110	31,049
8.00	18.00	8,718	8,168	39,217
9.00	19.00	9,862	9,283	48,501

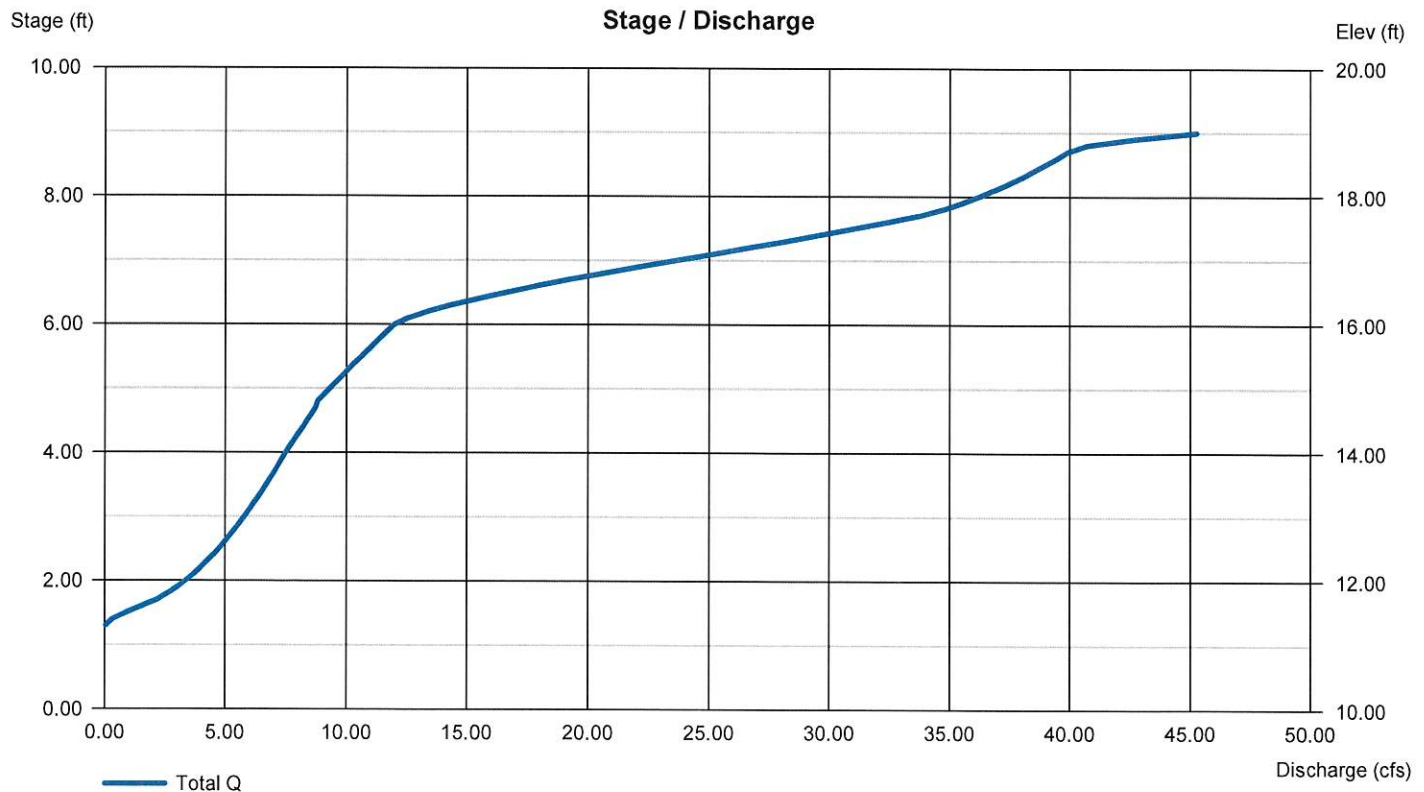
Culvert / Orifice Structures

	[A]	[B]	[C]	[PrfRsr]
Rise (in)	= 24.00	6.00	0.00	0.00
Span (in)	= 24.00	6.00	0.00	0.00
No. Barrels	= 1	5	0	0
Invert El. (ft)	= 10.00	11.25	0.00	0.00
Length (ft)	= 50.00	0.50	0.00	0.00
Slope (%)	= 0.50	0.50	0.00	n/a
N-Value	= .013	.013	.013	n/a
Orifice Coeff.	= 0.60	0.60	0.60	0.60
Multi-Stage	= n/a	Yes	No	No

Weir Structures

	[A]	[B]	[C]	[D]
Crest Len (ft)	= 0.25	3.00	10.00	0.00
Crest El. (ft)	= 13.75	16.00	18.75	0.00
Weir Coeff.	= 3.33	3.33	3.33	3.33
Weir Type	= Rect	Rect	Ciplti	---
Multi-Stage	= Yes	Yes	No	No
Exfil.(in/hr)	= 0.000 (by Contour)			
TW Elev. (ft)	= 0.00			

Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s).



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

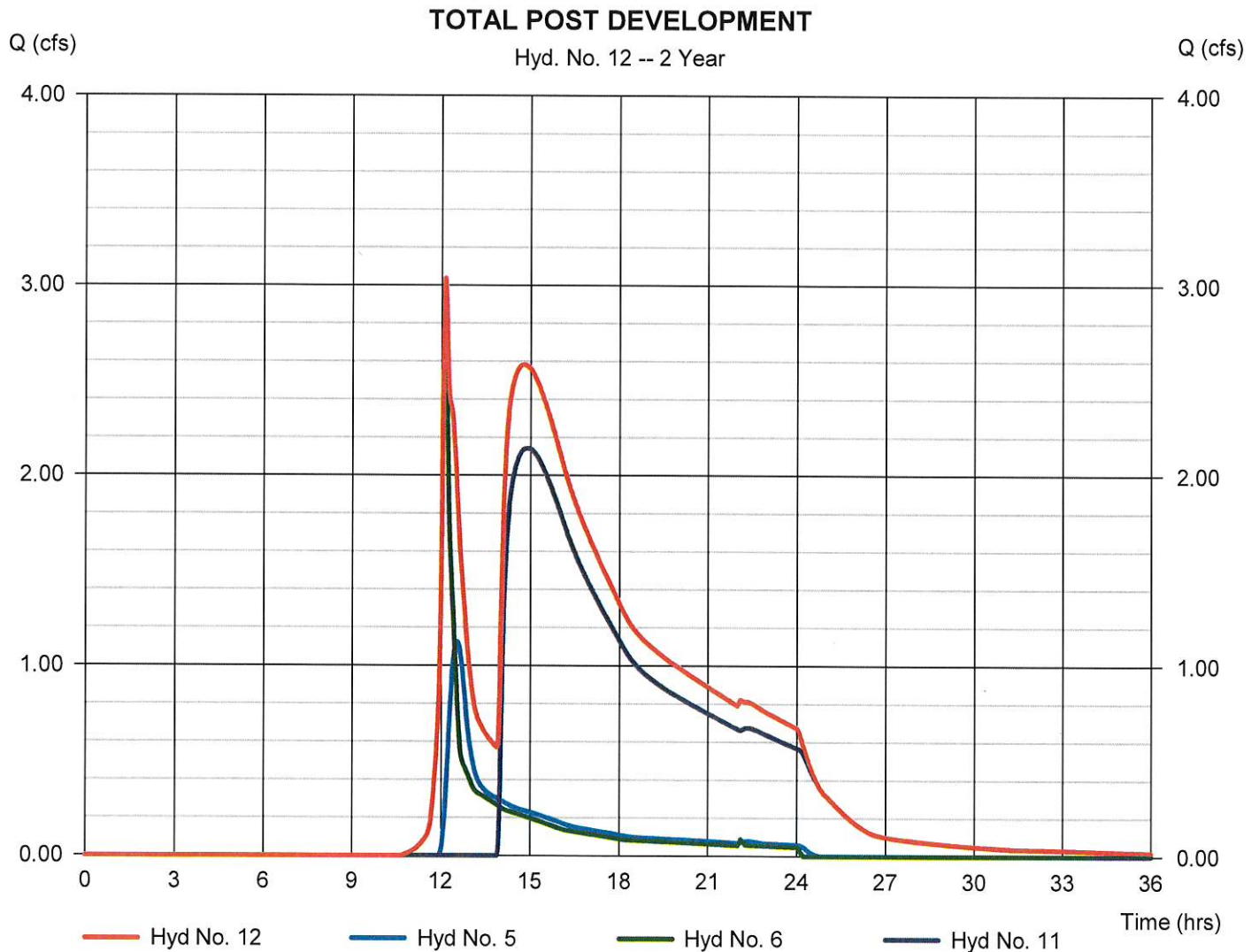
Tuesday, 05 / 23 / 2023

Hyd. No. 12

TOTAL POST DEVELOPMENT

Hydrograph type = Combine
 Storm frequency = 2 yrs
 Time interval = 1 min
 Inflow hyds. = 5, 6, 11

Peak discharge = 3.038 cfs
 Time to peak = 12.13 hrs
 Hyd. volume = 64,433 cuft
 Contrib. drain. area = 4.120 ac



Hydrograph Report

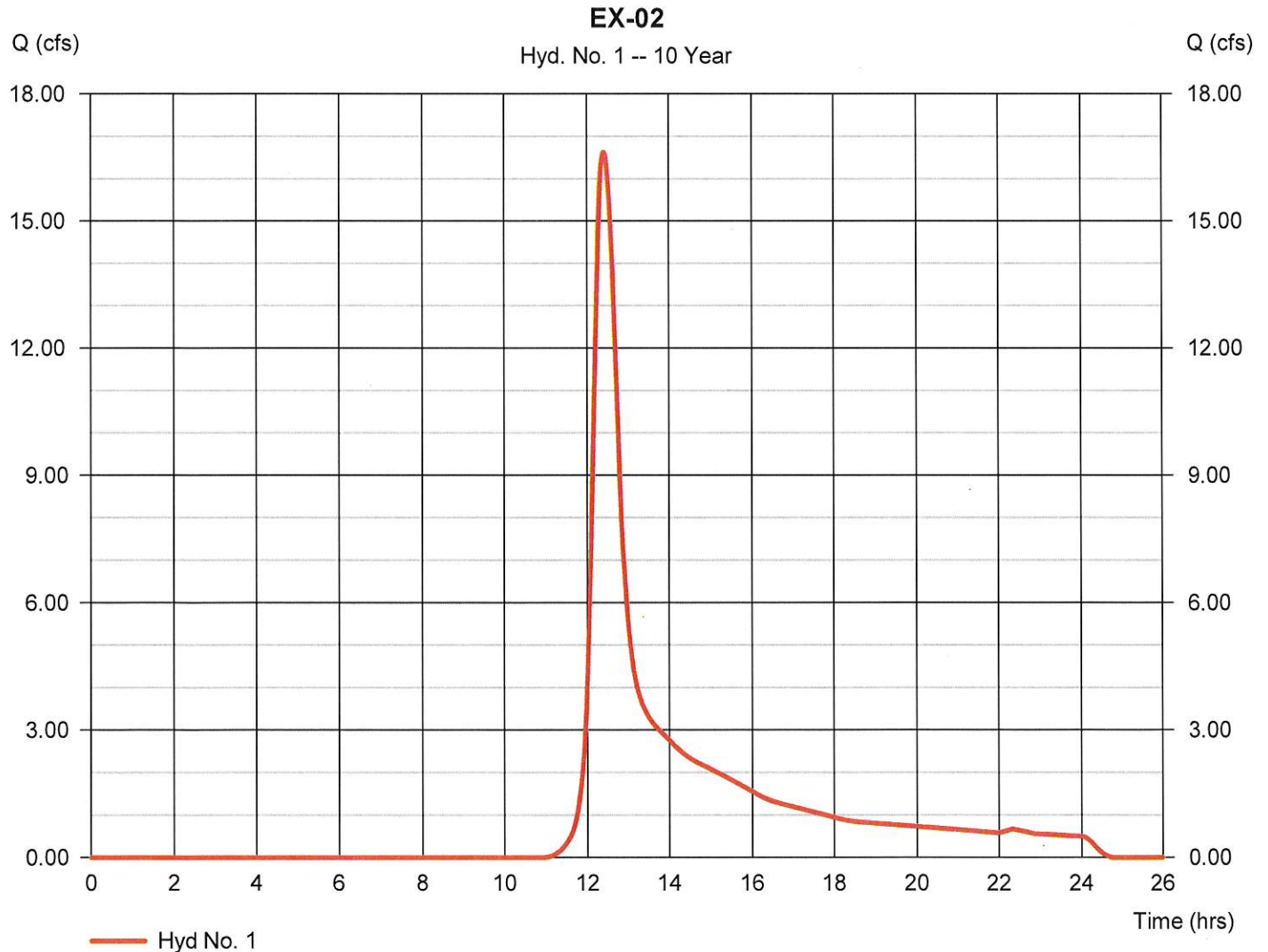
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Tuesday, 05 / 23 / 2023

Hyd. No. 1

EX-02

Hydrograph type	= SCS Runoff	Peak discharge	= 16.63 cfs
Storm frequency	= 10 yrs	Time to peak	= 12.42 hrs
Time interval	= 1 min	Hyd. volume	= 96,087 cuft
Drainage area	= 9.860 ac	Curve number	= 49
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 32.10 min
Total precip.	= 8.85 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

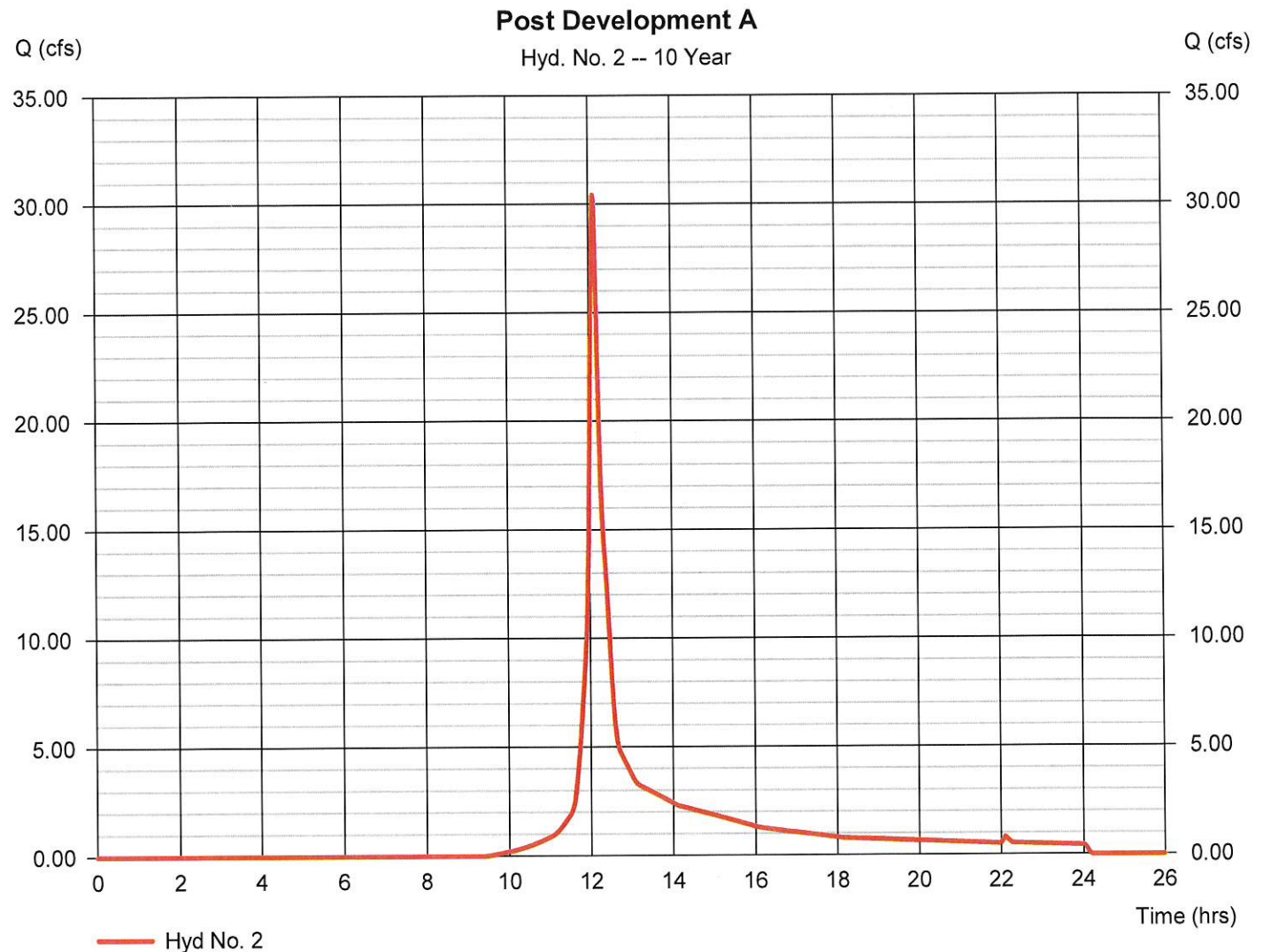
Tuesday, 05 / 23 / 2023

Hyd. No. 2

Post Development A

Hydrograph type	= SCS Runoff	Peak discharge	= 30.44 cfs
Storm frequency	= 10 yrs	Time to peak	= 12.12 hrs
Time interval	= 1 min	Hyd. volume	= 105,293 cuft
Drainage area	= 7.510 ac	Curve number	= 59*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 10.00 min
Total precip.	= 8.85 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = $[(6.820 \times 61) + (0.690 \times 39)] / 7.510$



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

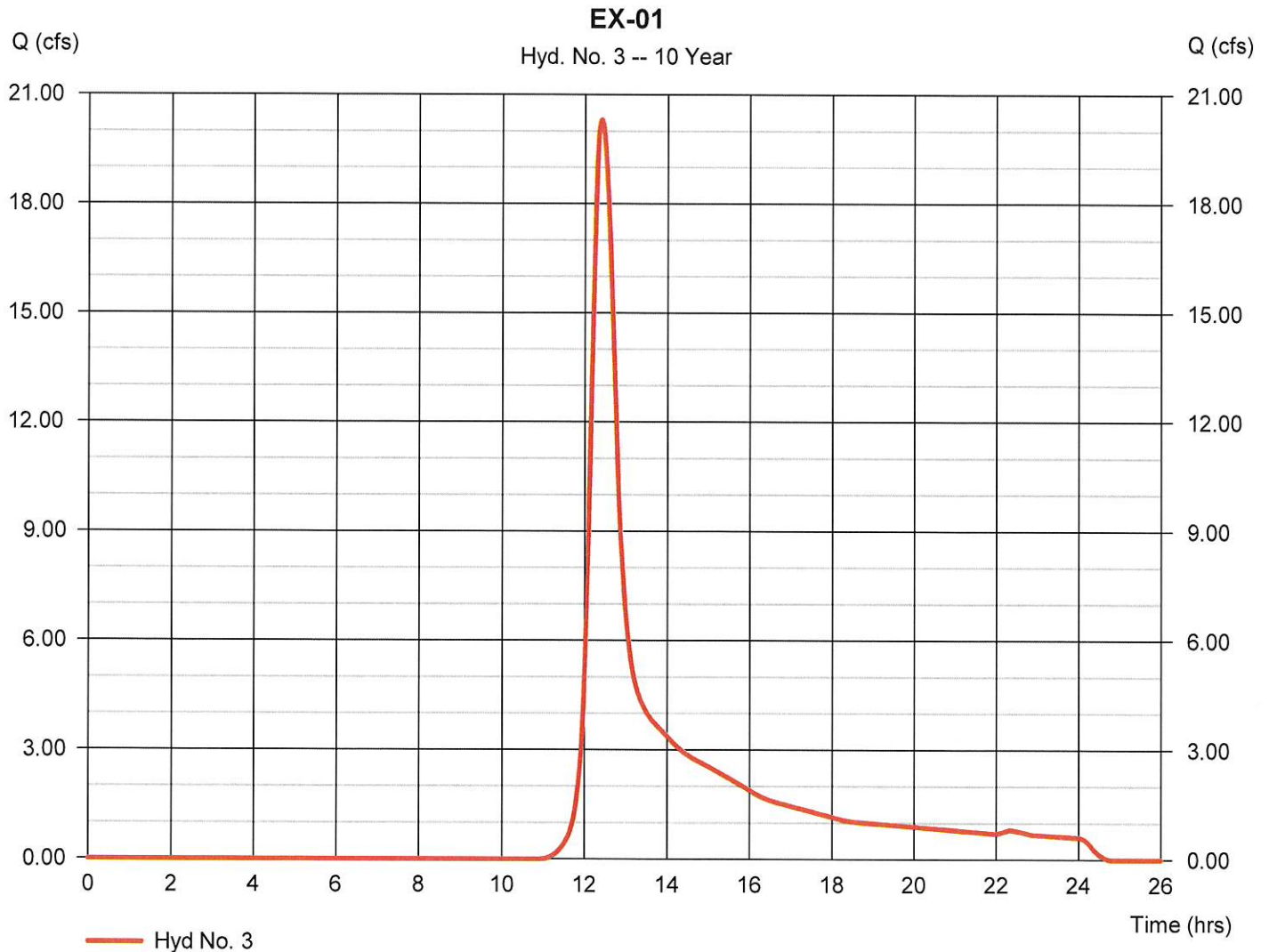
Tuesday, 05 / 23 / 2023

Hyd. No. 3

EX-01

Hydrograph type = SCS Runoff
 Storm frequency = 10 yrs
 Time interval = 1 min
 Drainage area = 12.050 ac
 Basin Slope = 0.0 %
 Tc method = TR55
 Total precip. = 8.85 in
 Storm duration = 24 hrs

Peak discharge = 20.32 cfs
 Time to peak = 12.42 hrs
 Hyd. volume = 117,429 cuft
 Curve number = 49
 Hydraulic length = 0 ft
 Time of conc. (Tc) = 30.50 min
 Distribution = Type III
 Shape factor = 484



Hydrograph Report

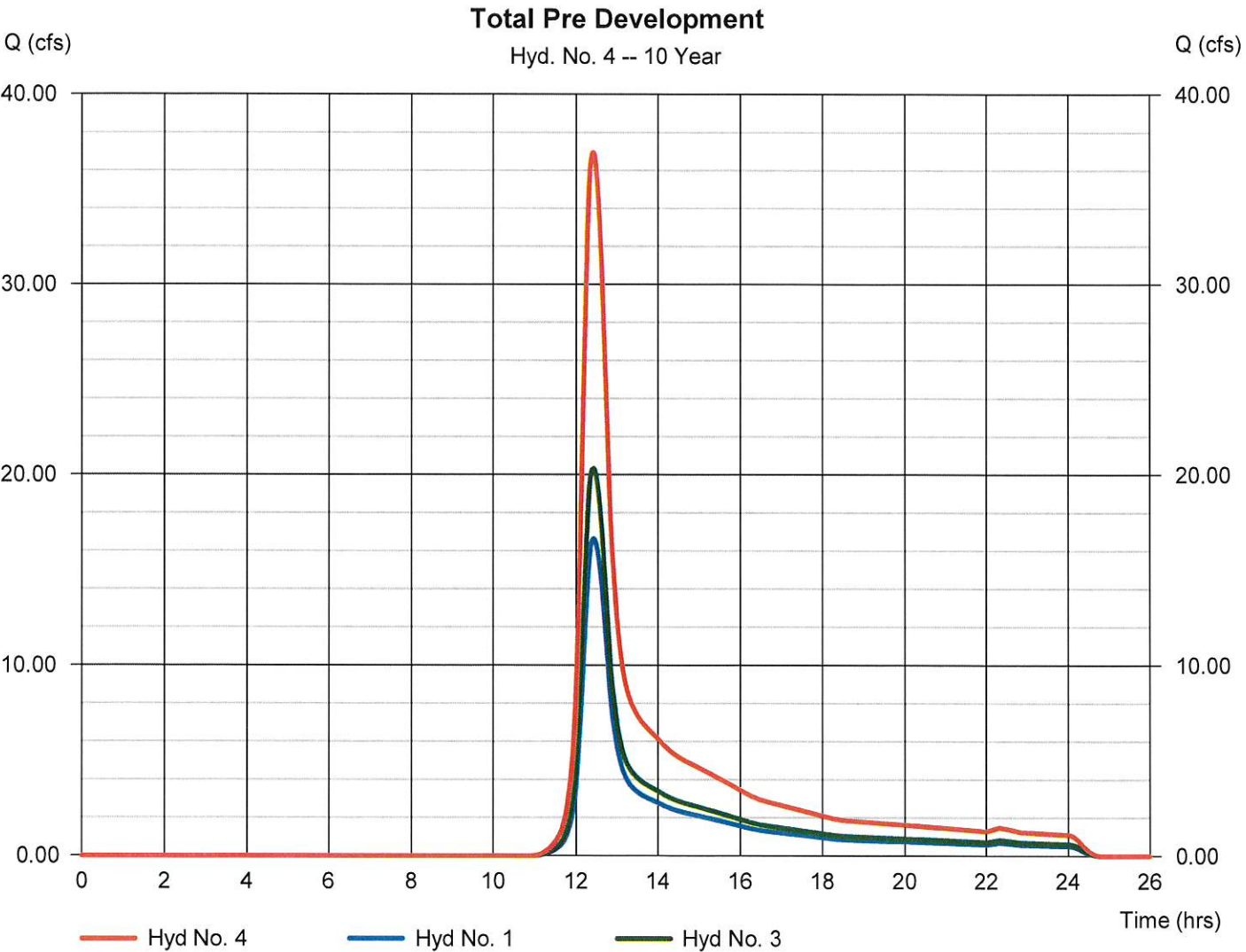
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Tuesday, 05 / 23 / 2023

Hyd. No. 4

Total Pre Development

Hydrograph type	= Combine	Peak discharge	= 36.96 cfs
Storm frequency	= 10 yrs	Time to peak	= 12.42 hrs
Time interval	= 1 min	Hyd. volume	= 213,515 cuft
Inflow hyds.	= 1, 3	Contrib. drain. area	= 21.910 ac



Hydrograph Report

24

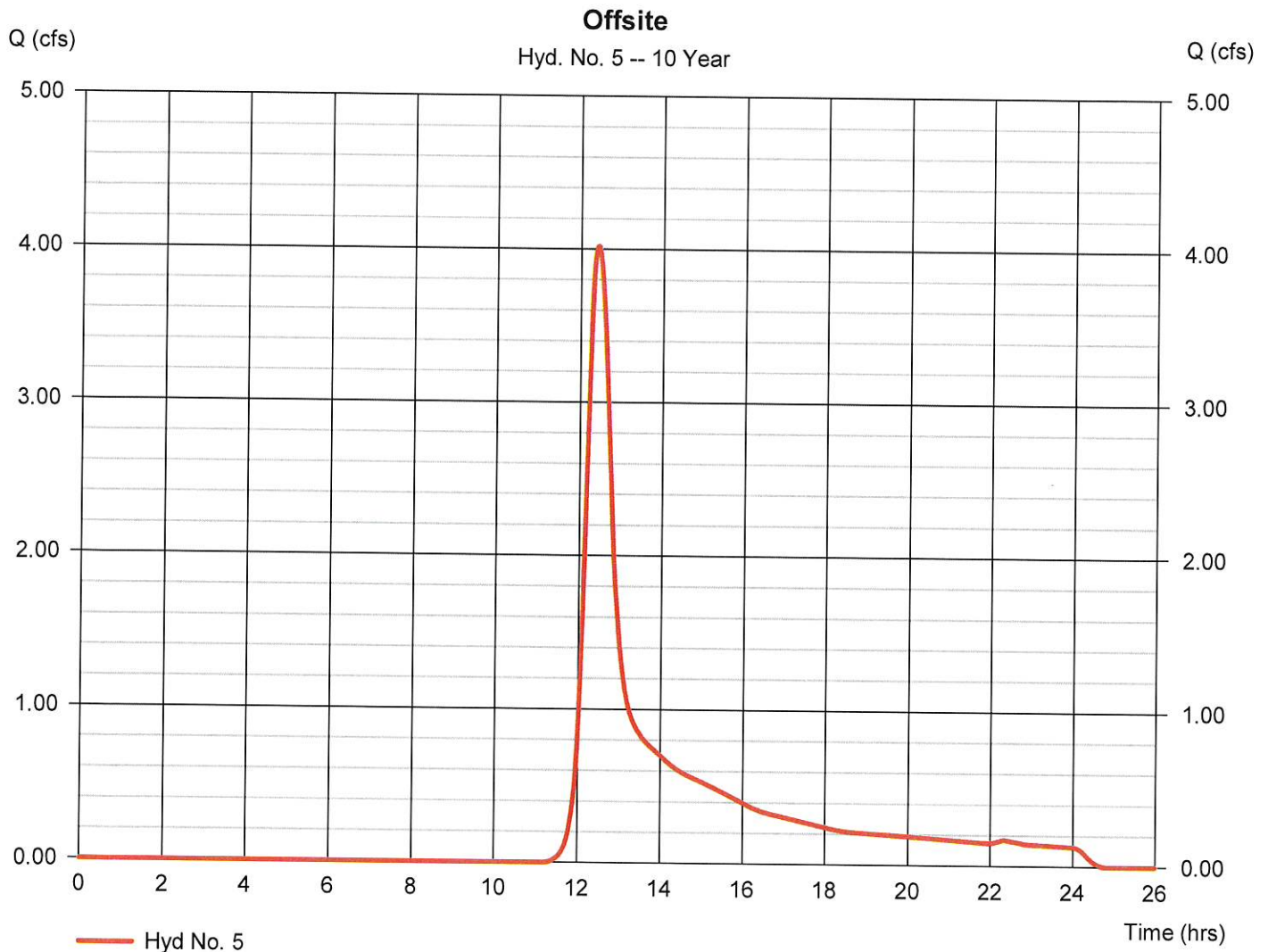
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Tuesday, 05 / 23 / 2023

Hyd. No. 5

Offsite

Hydrograph type	= SCS Runoff	Peak discharge	= 4.022 cfs
Storm frequency	= 10 yrs	Time to peak	= 12.43 hrs
Time interval	= 1 min	Hyd. volume	= 23,741 cuft
Drainage area	= 2.670 ac	Curve number	= 47
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 32.00 min
Total precip.	= 8.85 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484



Hydrograph Report

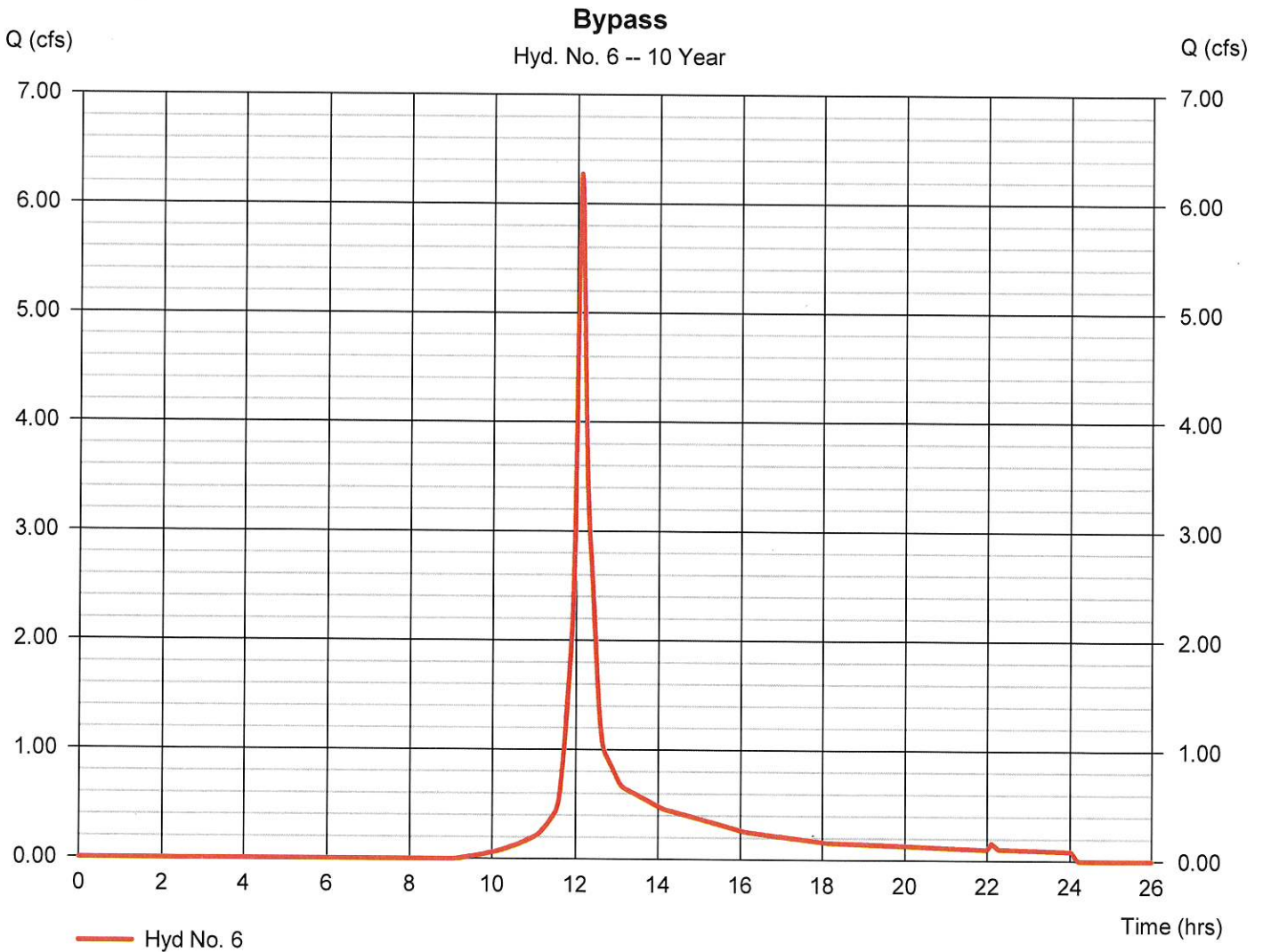
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Tuesday, 05 / 23 / 2023

Hyd. No. 6

Bypass

Hydrograph type	= SCS Runoff	Peak discharge	= 6.276 cfs
Storm frequency	= 10 yrs	Time to peak	= 12.12 hrs
Time interval	= 1 min	Hyd. volume	= 21,606 cuft
Drainage area	= 1.450 ac	Curve number	= 61
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 10.00 min
Total precip.	= 8.85 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

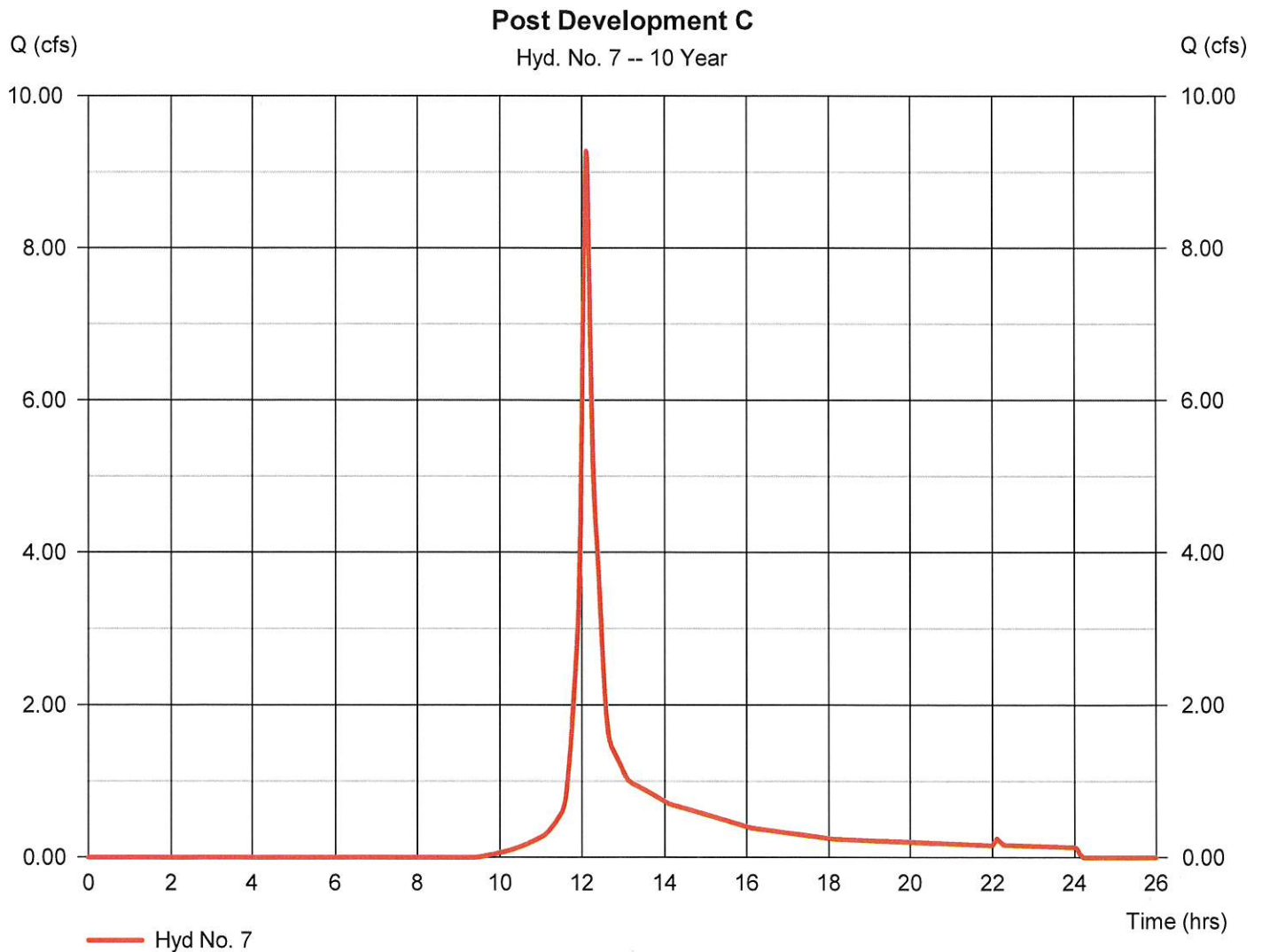
Tuesday, 05 / 23 / 2023

Hyd. No. 7

Post Development C

Hydrograph type	= SCS Runoff	Peak discharge	= 9.281 cfs
Storm frequency	= 10 yrs	Time to peak	= 12.12 hrs
Time interval	= 1 min	Hyd. volume	= 32,107 cuft
Drainage area	= 2.290 ac	Curve number	= 59*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 10.00 min
Total precip.	= 8.85 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = $[(2.930 \times 61) + (0.300 \times 39)] / 2.290$



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Tuesday, 05 / 23 / 2023

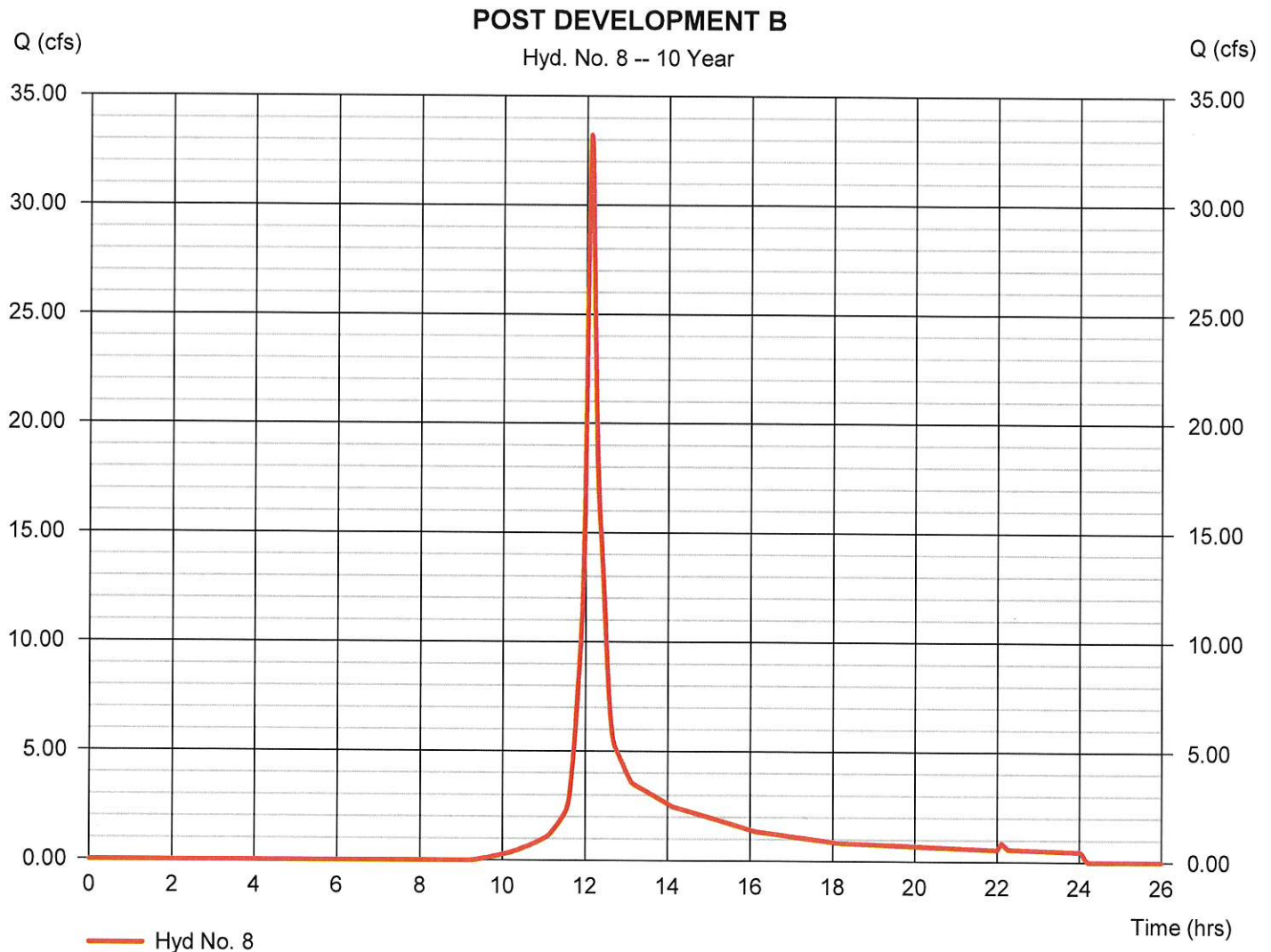
Hyd. No. 8

POST DEVELOPMENT B

Hydrograph type = SCS Runoff
 Storm frequency = 10 yrs
 Time interval = 1 min
 Drainage area = 7.930 ac
 Basin Slope = 0.0 %
 Tc method = User
 Total precip. = 8.85 in
 Storm duration = 24 hrs

Peak discharge = 33.23 cfs
 Time to peak = 12.12 hrs
 Hyd. volume = 114,671 cuft
 Curve number = 60*
 Hydraulic length = 0 ft
 Time of conc. (Tc) = 10.00 min
 Distribution = Type III
 Shape factor = 484

* Composite (Area/CN) = $[(7.410 \times 61) + (0.520 \times 39)] / 7.930$



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

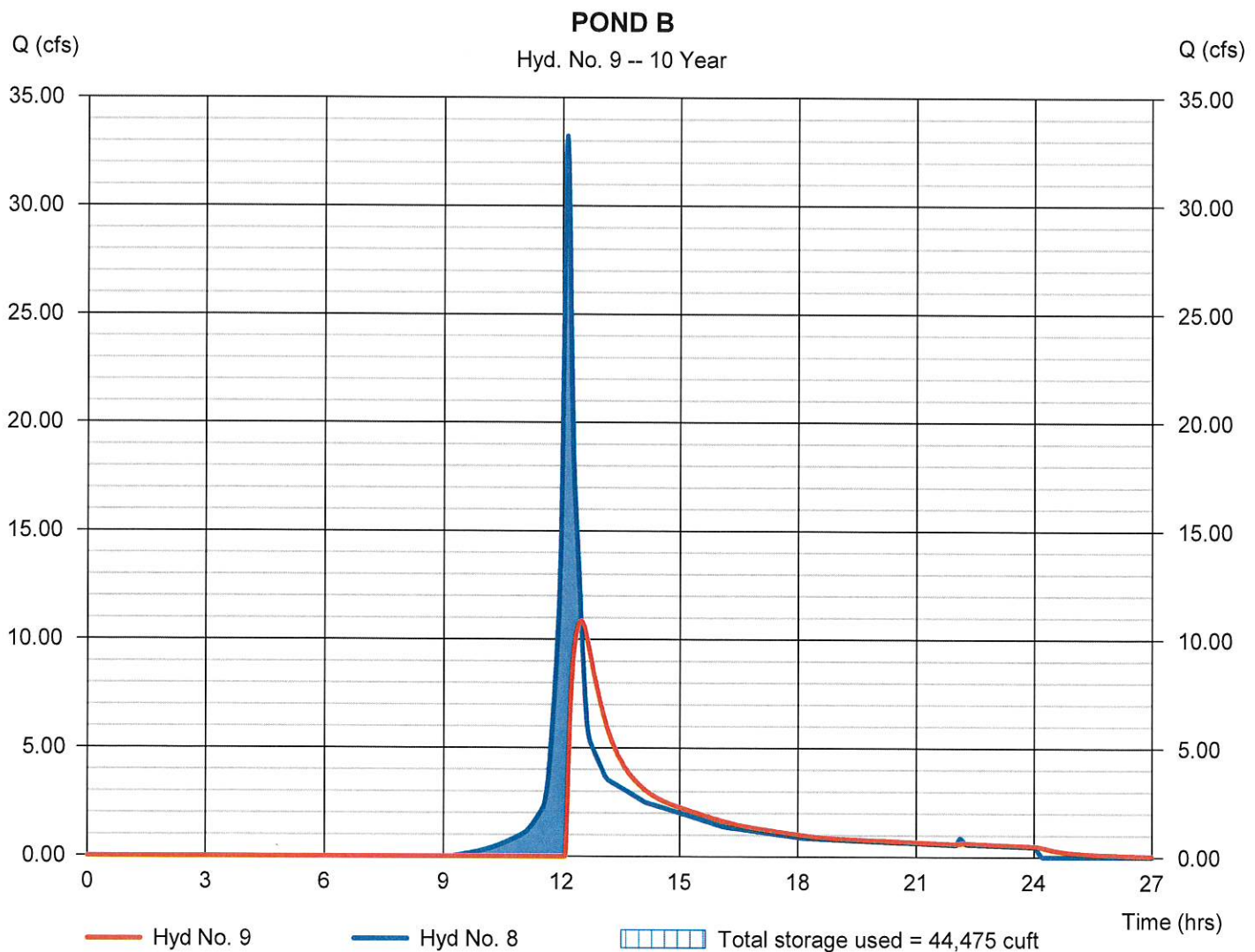
Tuesday, 05 / 23 / 2023

Hyd. No. 9

POND B

Hydrograph type	= Reservoir	Peak discharge	= 10.84 cfs
Storm frequency	= 10 yrs	Time to peak	= 12.48 hrs
Time interval	= 1 min	Hyd. volume	= 89,167 cuft
Inflow hyd. No.	= 8 - POST DEVELOPMENT B	Max. Elevation	= 15.95 ft
Reservoir name	= POND B	Max. Storage	= 44,475 cuft

Storage Indication method used.



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

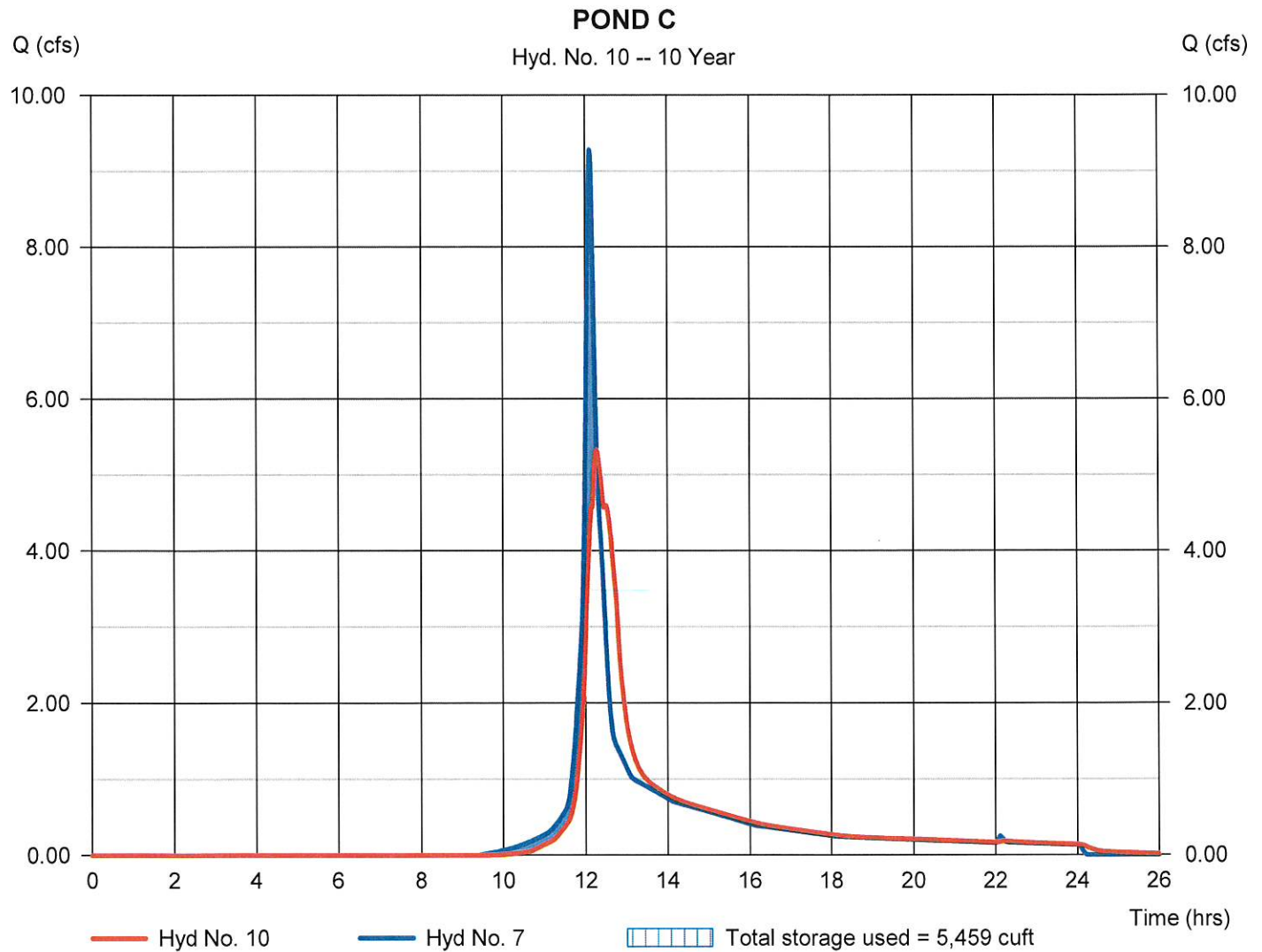
Tuesday, 05 / 23 / 2023

Hyd. No. 10

POND C

Hydrograph type	= Reservoir	Peak discharge	= 5.327 cfs
Storm frequency	= 10 yrs	Time to peak	= 12.28 hrs
Time interval	= 1 min	Hyd. volume	= 32,102 cuft
Inflow hyd. No.	= 7 - Post Development C	Max. Elevation	= 18.59 ft
Reservoir name	= Pond C	Max. Storage	= 5,459 cuft

Storage Indication method used.



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

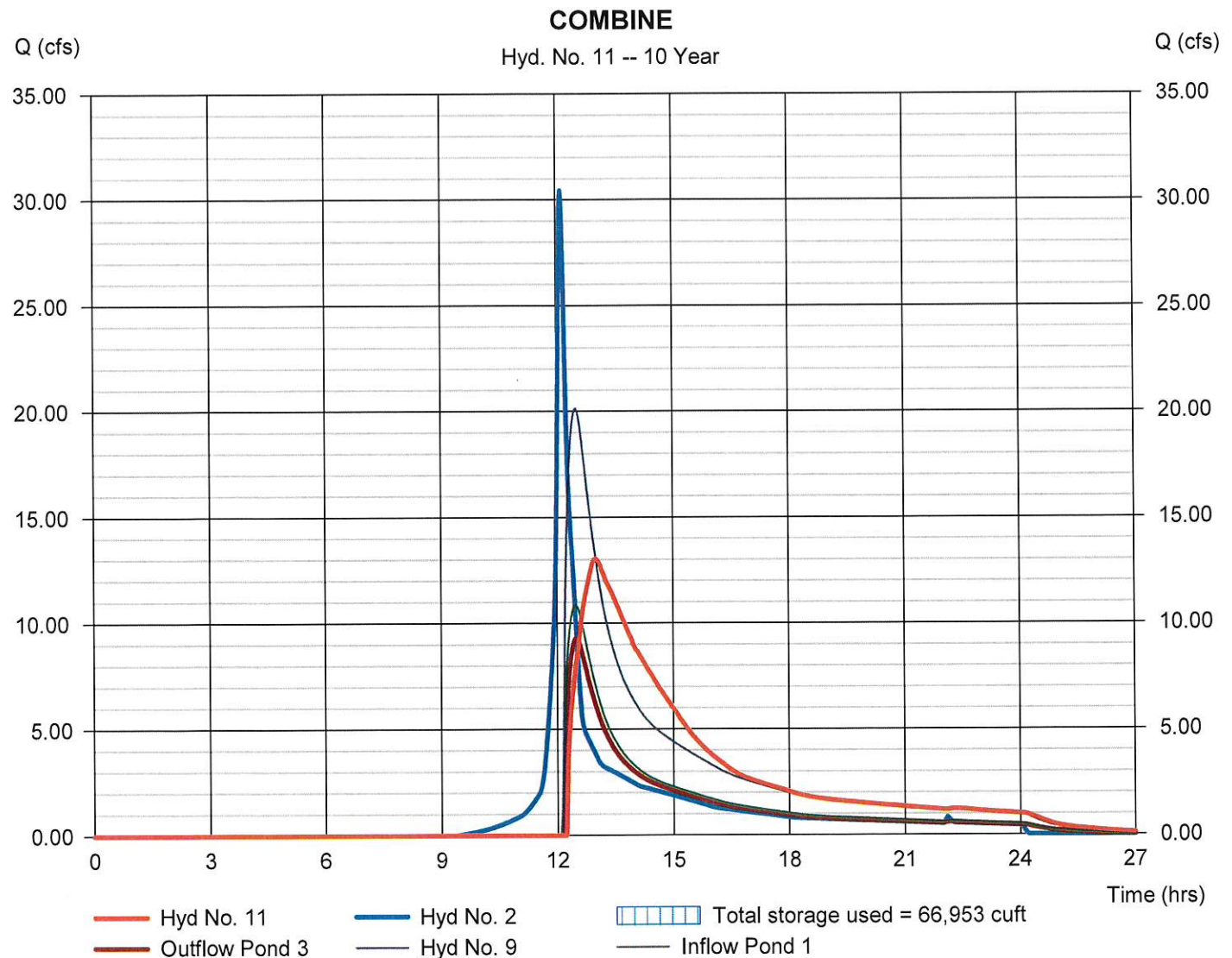
Tuesday, 05 / 23 / 2023

Hyd. No. 11

COMBINE

Hydrograph type	= Reservoir (Interconnected)	Peak discharge	= 13.05 cfs
Storm frequency	= 10 yrs	Time to peak	= 13.00 hrs
Time interval	= 1 min	Hyd. volume	= 166,279 cuft
Upper Pond	= POND B	Lower Pond	= Pond A
Inflow hyd.	= 2 - Post Development A	Other Inflow hyd.	= 9 - POND B
Max. Elevation	= 15.70 ft	Max. Elevation	= 16.16 ft
Max. Storage	= 41,872 cuft	Max. Storage	= 25,080 cuft

Interconnected Pond Routing. Storage Indication method used.



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

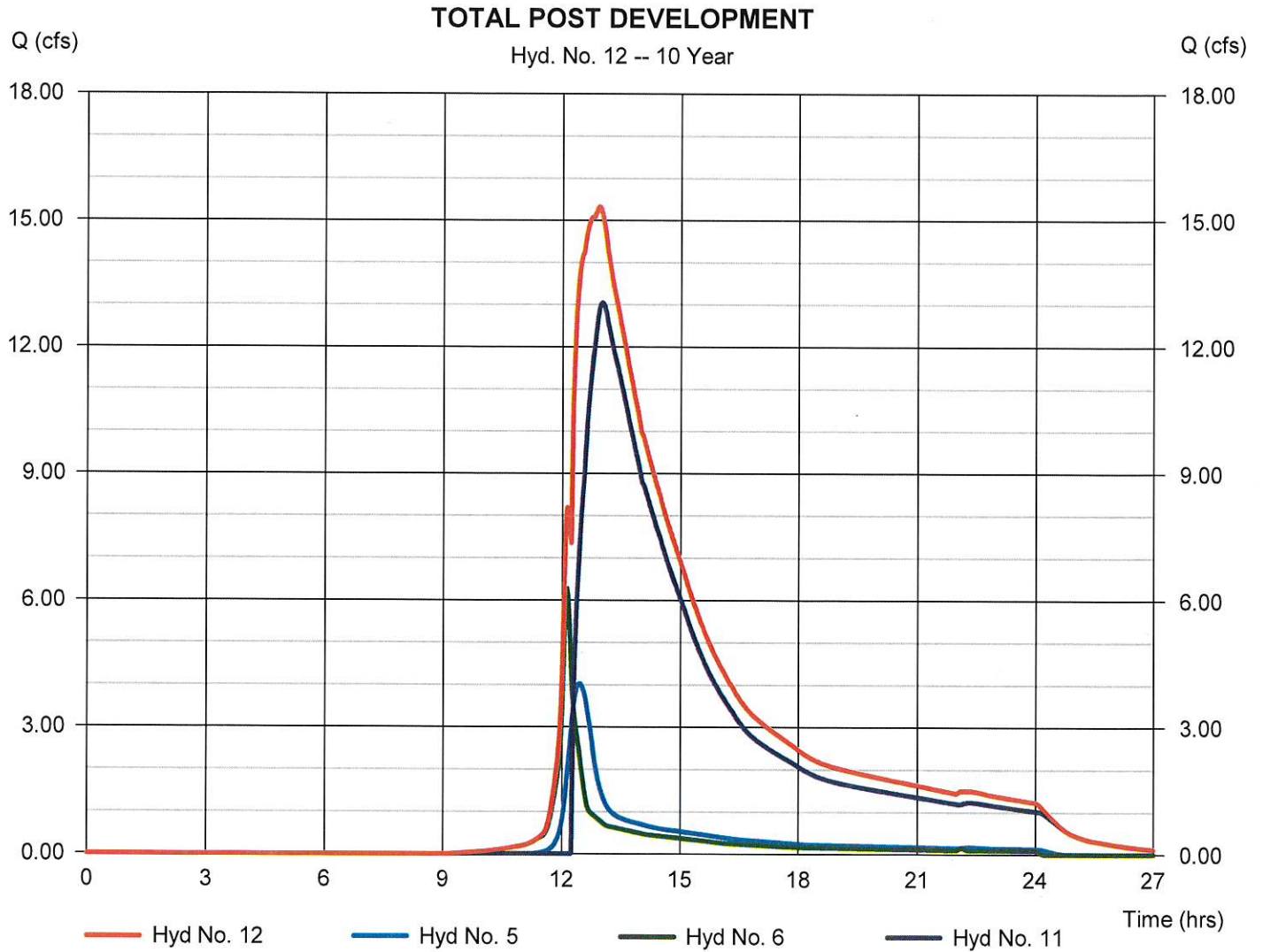
Tuesday, 05 / 23 / 2023

Hyd. No. 12

TOTAL POST DEVELOPMENT

Hydrograph type = Combine
Storm frequency = 10 yrs
Time interval = 1 min
Inflow hyds. = 5, 6, 11

Peak discharge = 15.33 cfs
Time to peak = 12.93 hrs
Hyd. volume = 211,627 cuft
Contrib. drain. area = 4.120 ac



Hydrograph Report

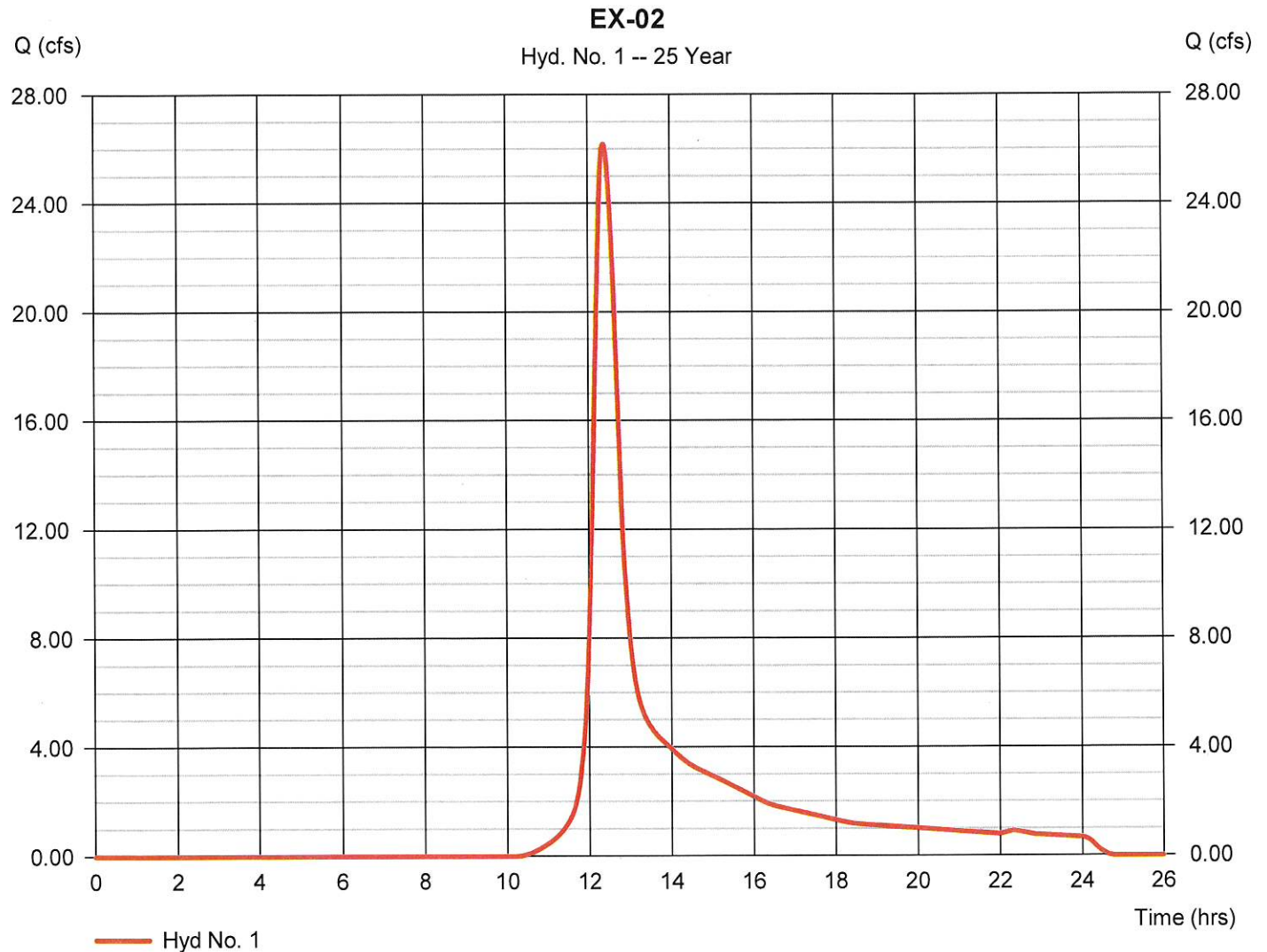
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Tuesday, 05 / 23 / 2023

Hyd. No. 1

EX-02

Hydrograph type	= SCS Runoff	Peak discharge	= 26.19 cfs
Storm frequency	= 25 yrs	Time to peak	= 12.40 hrs
Time interval	= 1 min	Hyd. volume	= 145,716 cuft
Drainage area	= 9.860 ac	Curve number	= 49
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 32.10 min
Total precip.	= 10.90 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

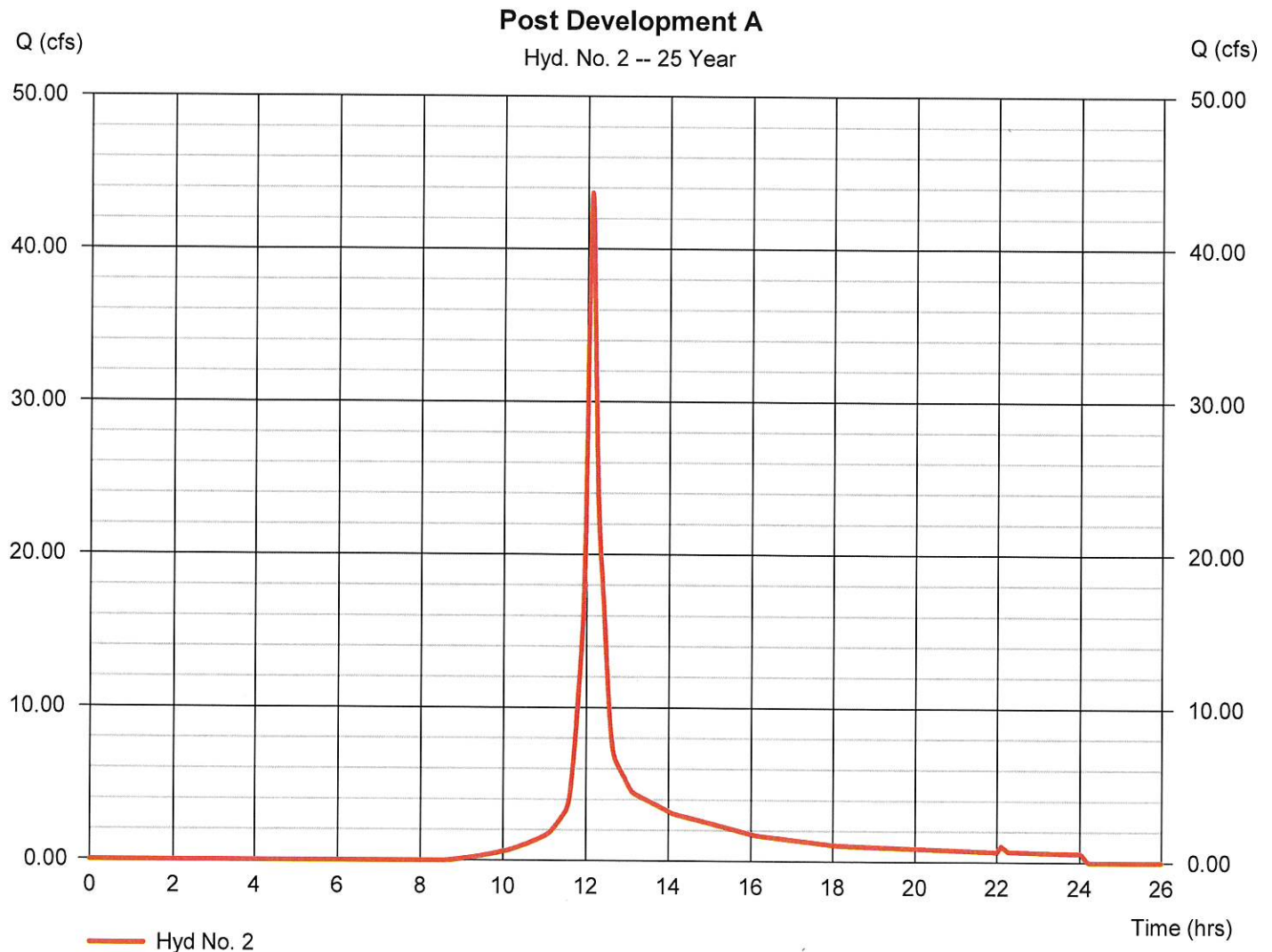
Tuesday, 05 / 23 / 2023

Hyd. No. 2

Post Development A

Hydrograph type	= SCS Runoff	Peak discharge	= 43.70 cfs
Storm frequency	= 25 yrs	Time to peak	= 12.12 hrs
Time interval	= 1 min	Hyd. volume	= 149,800 cuft
Drainage area	= 7.510 ac	Curve number	= 59*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 10.00 min
Total precip.	= 10.90 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = $[(6.820 \times 61) + (0.690 \times 39)] / 7.510$



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

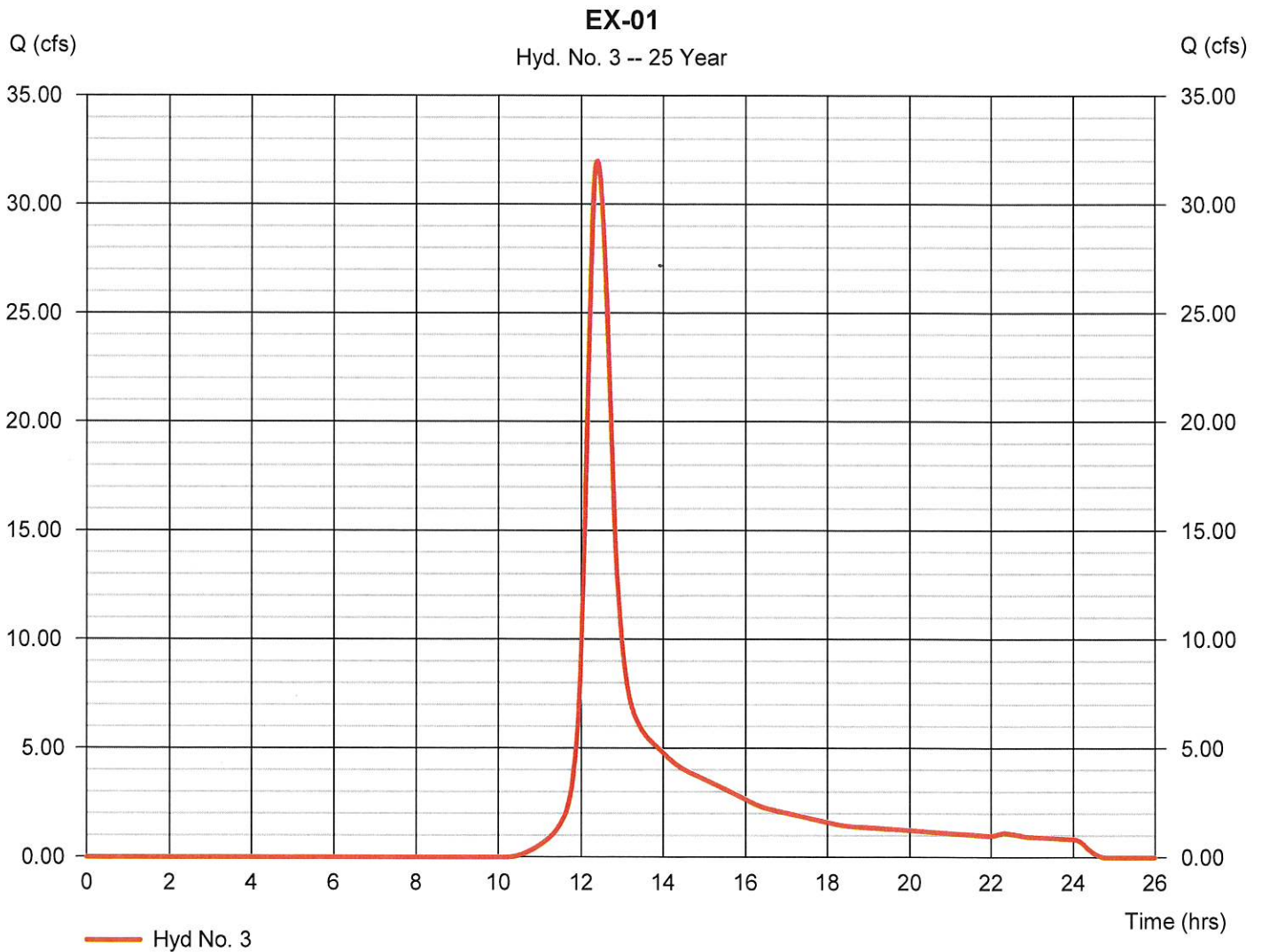
Tuesday, 05 / 23 / 2023

Hyd. No. 3

EX-01

Hydrograph type = SCS Runoff
 Storm frequency = 25 yrs
 Time interval = 1 min
 Drainage area = 12.050 ac
 Basin Slope = 0.0 %
 Tc method = TR55
 Total precip. = 10.90 in
 Storm duration = 24 hrs

Peak discharge = 32.01 cfs
 Time to peak = 12.40 hrs
 Hyd. volume = 178,081 cuft
 Curve number = 49
 Hydraulic length = 0 ft
 Time of conc. (Tc) = 30.50 min
 Distribution = Type III
 Shape factor = 484



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

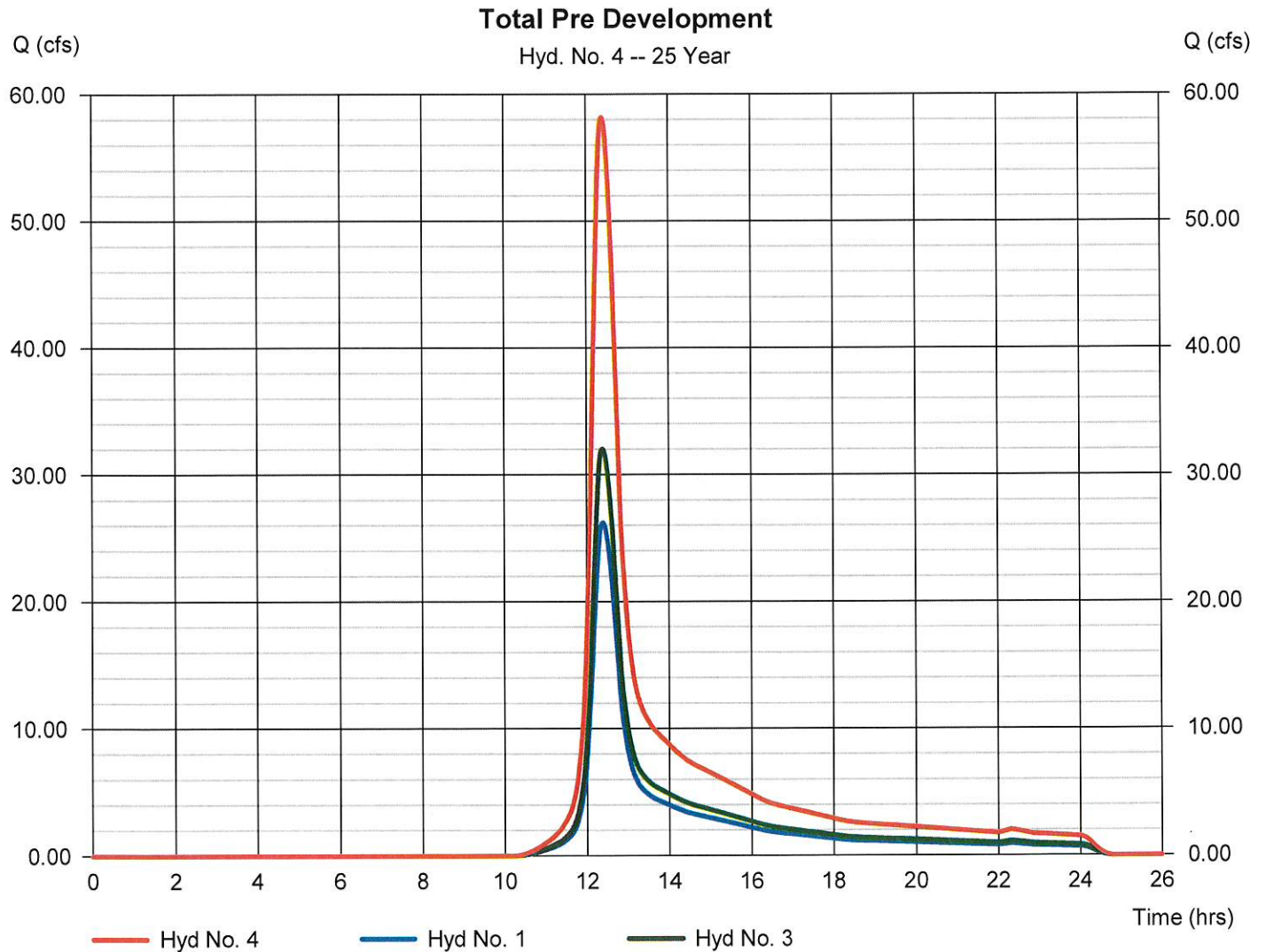
Tuesday, 05 / 23 / 2023

Hyd. No. 4

Total Pre Development

Hydrograph type = Combine
Storm frequency = 25 yrs
Time interval = 1 min
Inflow hyds. = 1, 3

Peak discharge = 58.20 cfs
Time to peak = 12.40 hrs
Hyd. volume = 323,796 cuft
Contrib. drain. area = 21.910 ac



Hydrograph Report

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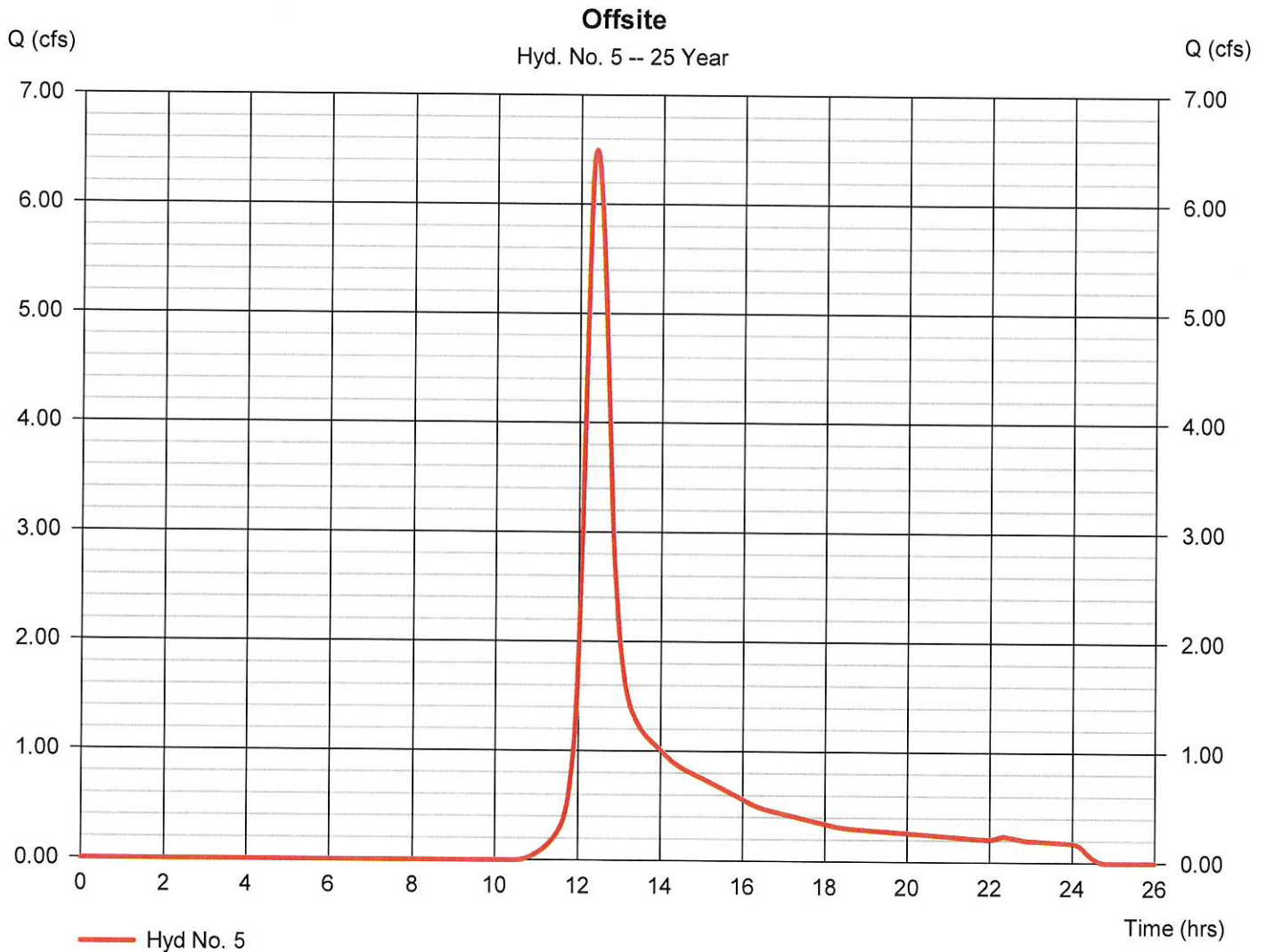
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Tuesday, 05 / 23 / 2023

Hyd. No. 5

Offsite

Hydrograph type	= SCS Runoff	Peak discharge	= 6.500 cfs
Storm frequency	= 25 yrs	Time to peak	= 12.40 hrs
Time interval	= 1 min	Hyd. volume	= 36,597 cuft
Drainage area	= 2.670 ac	Curve number	= 47
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 32.00 min
Total precip.	= 10.90 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484



Hydrograph Report

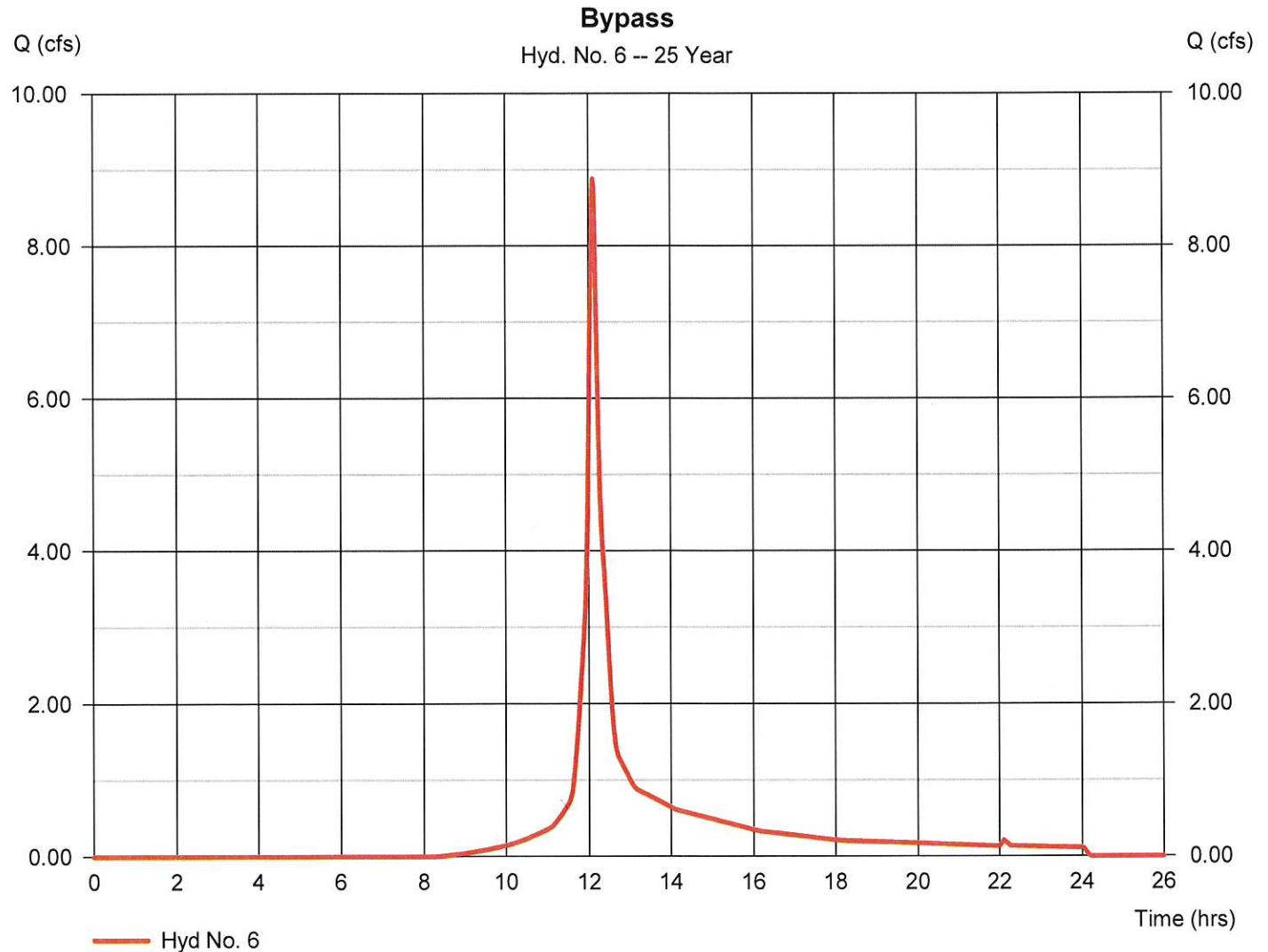
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Tuesday, 05 / 23 / 2023

Hyd. No. 6

Bypass

Hydrograph type	= SCS Runoff	Peak discharge	= 8.887 cfs
Storm frequency	= 25 yrs	Time to peak	= 12.12 hrs
Time interval	= 1 min	Hyd. volume	= 30,424 cuft
Drainage area	= 1.450 ac	Curve number	= 61
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 10.00 min
Total precip.	= 10.90 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

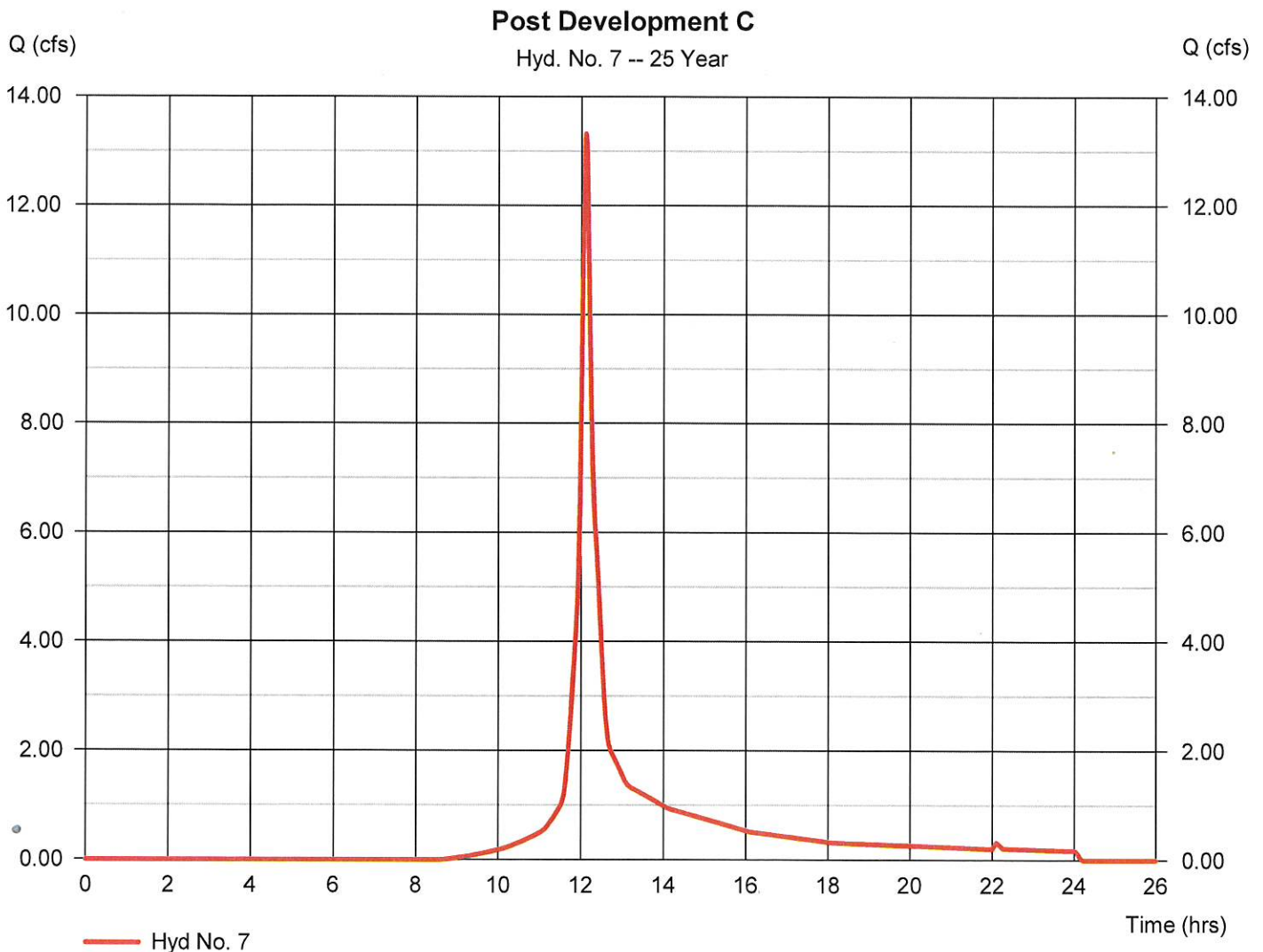
Tuesday, 05 / 23 / 2023

Hyd. No. 7

Post Development C

Hydrograph type	= SCS Runoff	Peak discharge	= 13.33 cfs
Storm frequency	= 25 yrs	Time to peak	= 12.12 hrs
Time interval	= 1 min	Hyd. volume	= 45,678 cuft
Drainage area	= 2.290 ac	Curve number	= 59*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 10.00 min
Total precip.	= 10.90 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = $[(2.930 \times 61) + (0.300 \times 39)] / 2.290$



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

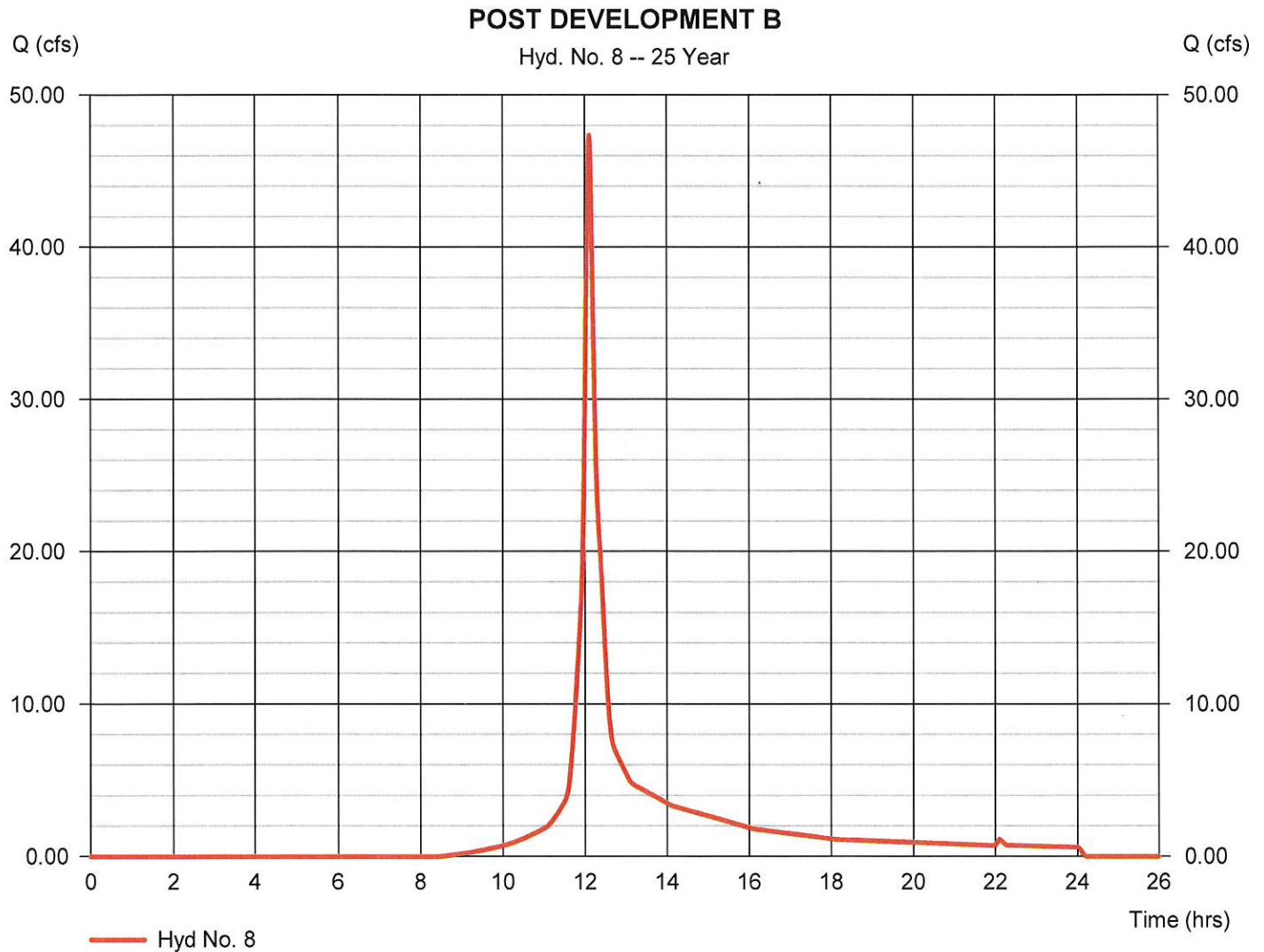
Tuesday, 05 / 23 / 2023

Hyd. No. 8

POST DEVELOPMENT B

Hydrograph type	= SCS Runoff	Peak discharge	= 47.38 cfs
Storm frequency	= 25 yrs	Time to peak	= 12.12 hrs
Time interval	= 1 min	Hyd. volume	= 162,291 cuft
Drainage area	= 7.930 ac	Curve number	= 60*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 10.00 min
Total precip.	= 10.90 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = $[(7.410 \times 61) + (0.520 \times 39)] / 7.930$



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

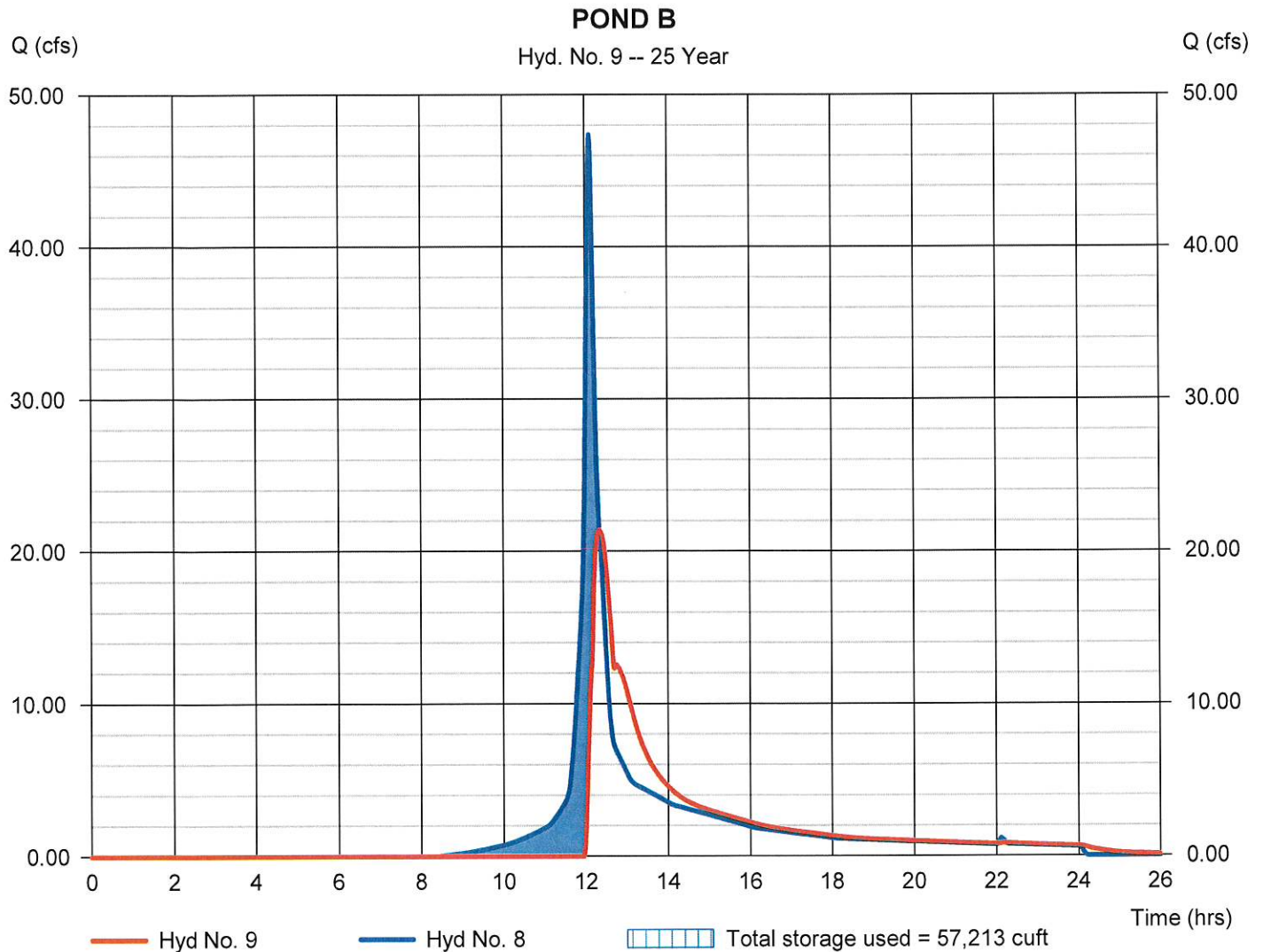
Tuesday, 05 / 23 / 2023

Hyd. No. 9

POND B

Hydrograph type	= Reservoir	Peak discharge	= 21.39 cfs
Storm frequency	= 25 yrs	Time to peak	= 12.35 hrs
Time interval	= 1 min	Hyd. volume	= 136,787 cuft
Inflow hyd. No.	= 8 - POST DEVELOPMENT B	Max. Elevation	= 17.04 ft
Reservoir name	= POND B	Max. Storage	= 57,213 cuft

Storage Indication method used.



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

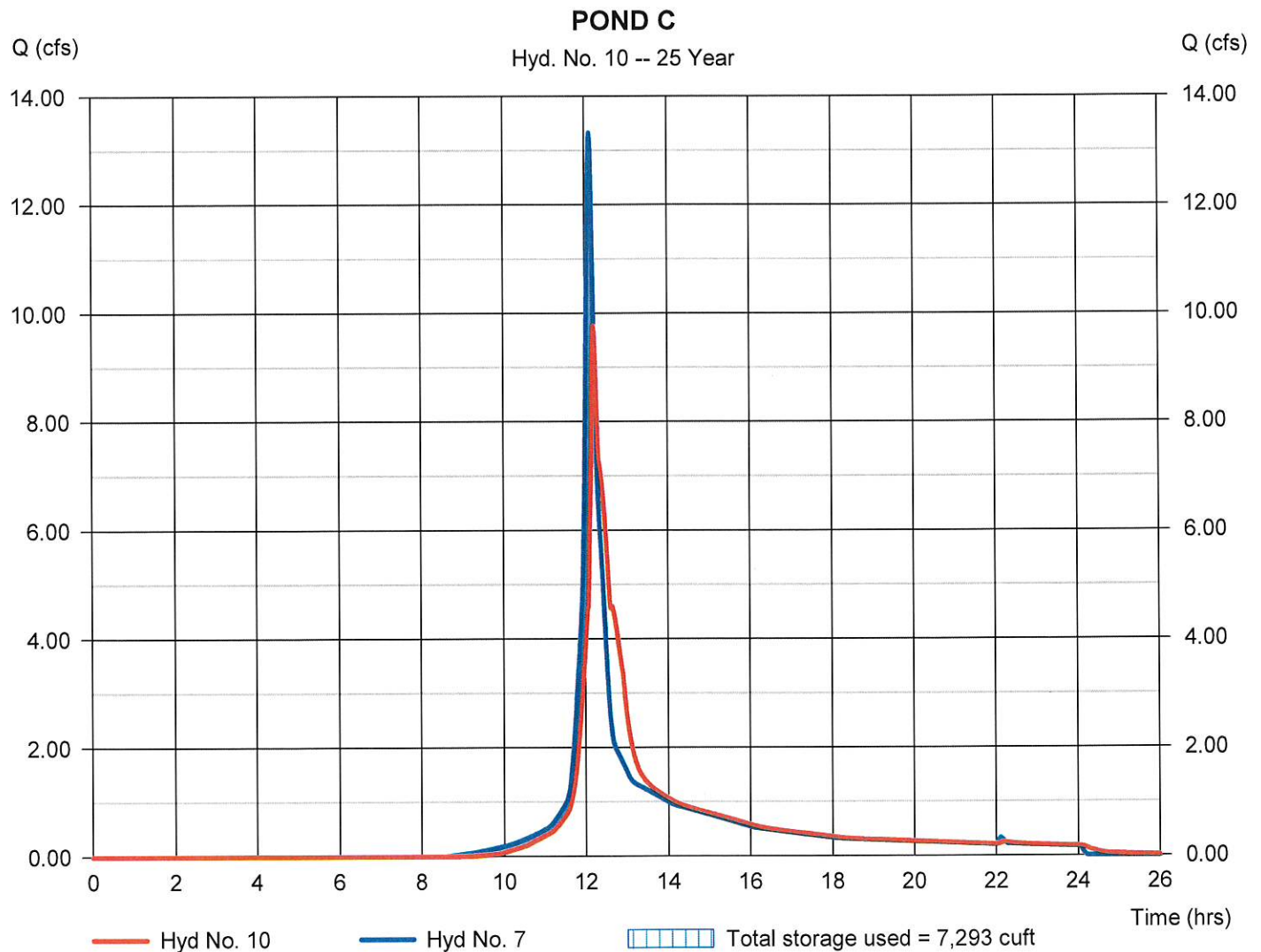
Tuesday, 05 / 23 / 2023

Hyd. No. 10

POND C

Hydrograph type	= Reservoir	Peak discharge	= 9.760 cfs
Storm frequency	= 25 yrs	Time to peak	= 12.22 hrs
Time interval	= 1 min	Hyd. volume	= 45,673 cuft
Inflow hyd. No.	= 7 - Post Development C	Max. Elevation	= 18.98 ft
Reservoir name	= Pond C	Max. Storage	= 7,293 cuft

Storage Indication method used.



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

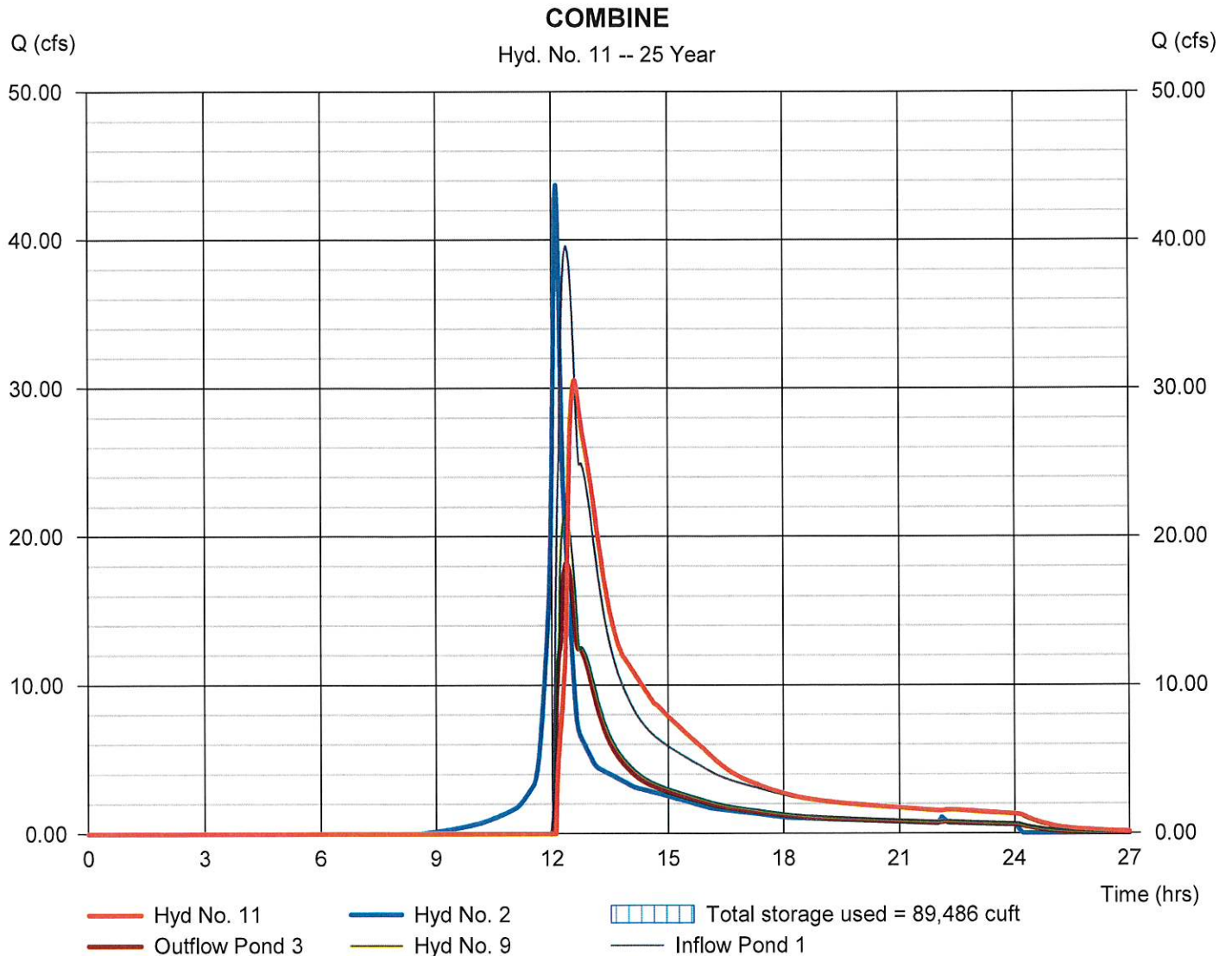
Tuesday, 05 / 23 / 2023

Hyd. No. 11

COMBINE

Hydrograph type	= Reservoir (Interconnected)	Peak discharge	= 30.55 cfs
Storm frequency	= 25 yrs	Time to peak	= 12.60 hrs
Time interval	= 1 min	Hyd. volume	= 258,405 cuft
Upper Pond	= POND B	Lower Pond	= Pond A
Inflow hyd.	= 2 - Post Development A	Other Inflow hyd.	= 9 - POND B
Max. Elevation	= 16.82 ft	Max. Elevation	= 17.47 ft
Max. Storage	= 54,598 cuft	Max. Storage	= 34,888 cuft

Interconnected Pond Routing. Storage Indication method used.



Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

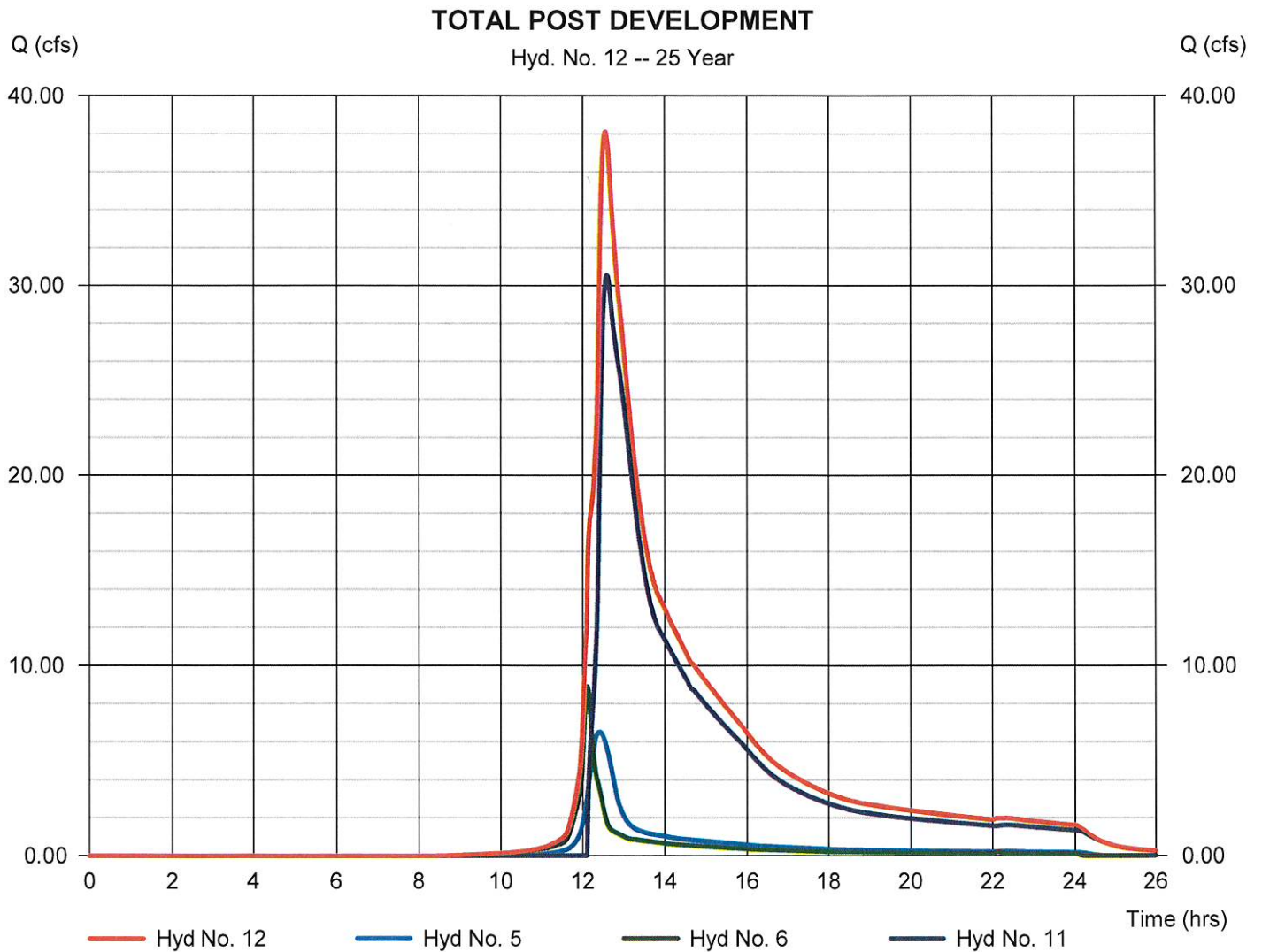
Tuesday, 05 / 23 / 2023

Hyd. No. 12

TOTAL POST DEVELOPMENT

Hydrograph type = Combine
Storm frequency = 25 yrs
Time interval = 1 min
Inflow hyds. = 5, 6, 11

Peak discharge = 38.12 cfs
Time to peak = 12.57 hrs
Hyd. volume = 325,426 cuft
Contrib. drain. area = 4.120 ac



Hydraflow Table of Contents

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Appendix G

Pipe Report and Profiles

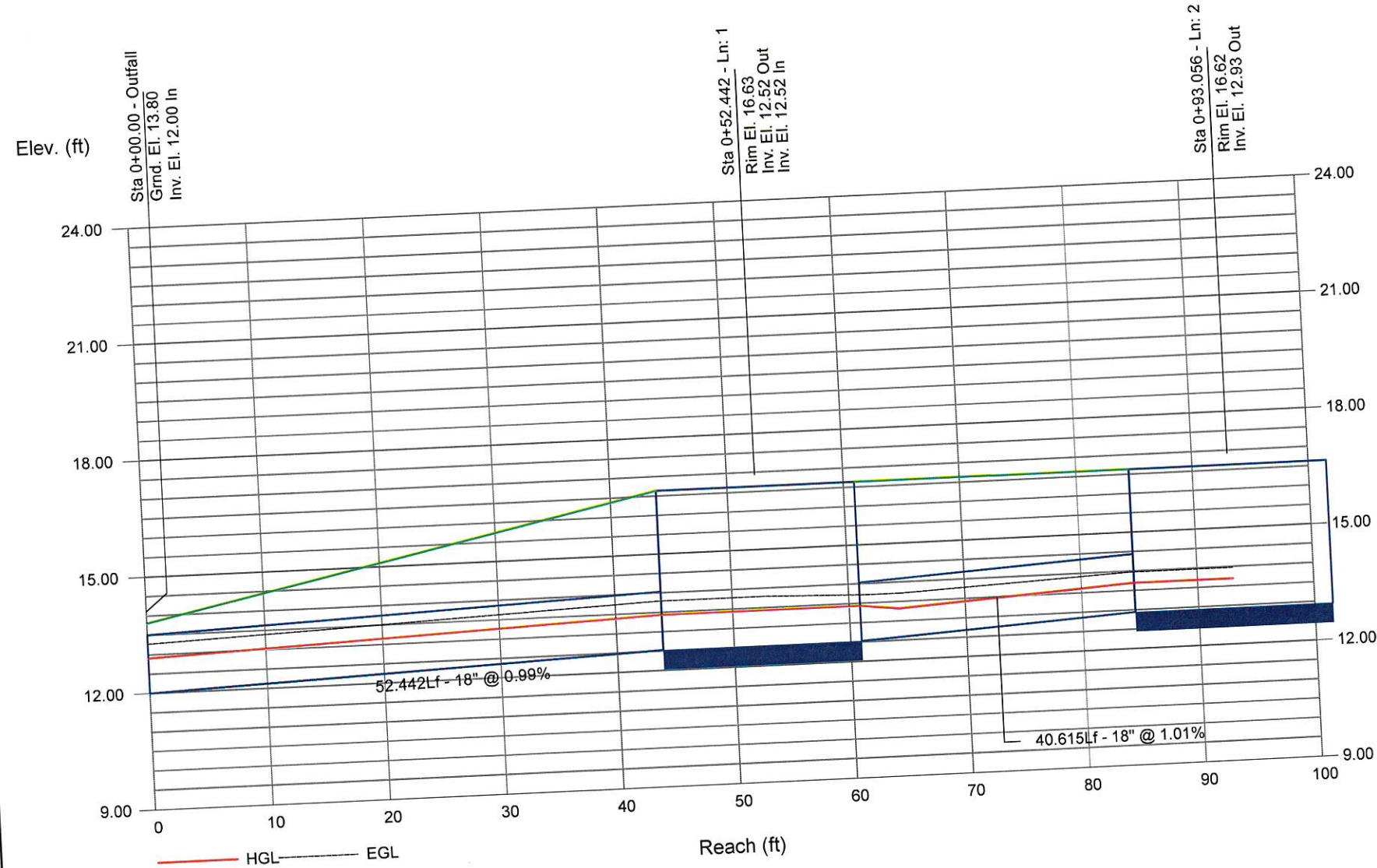
Storm Sewer Tabulation

Station		Len	Drng Area		Rnoff coeff	Area x C		Tc		Rain (l)	Total flow	Cap full	Vel	Pipe		Invert Elev		HGL Elev		Grnd / Rim Elev		Line ID
Line	To Line		Incr	Total		Incr	Total	Inlet	Syst					Size	Slope	Dn	Up	Dn	Up	Dn	Up	
		(ft)	(ac)	(ac)	(C)			(min)	(min)	(in/hr)	(cfs)	(cfs)	(ft/s)	(in)	(%)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	
2	1	40.615	1.24	1.24	0.50	0.62	0.62	10.0	10.0	6.2	3.85	10.55	3.93	18	1.01	12.52	12.93	13.41	13.68	16.63	16.62	C2 TO C1
1	End	52.442	0.51	1.75	0.50	0.26	0.88	10.0	10.2	6.2	5.40	10.46	4.91	18	0.99	12.00	12.52	12.89	13.41	13.80	16.63	C1 TO C
STRM C																Number of lines: 2		Run Date: 5/22/2023				
NOTES: Intensity = 61.15 / (Inlet time + 11.30) ^ 0.75; Return period =Yrs. 25 ; c = cir e = ellip b = box																						

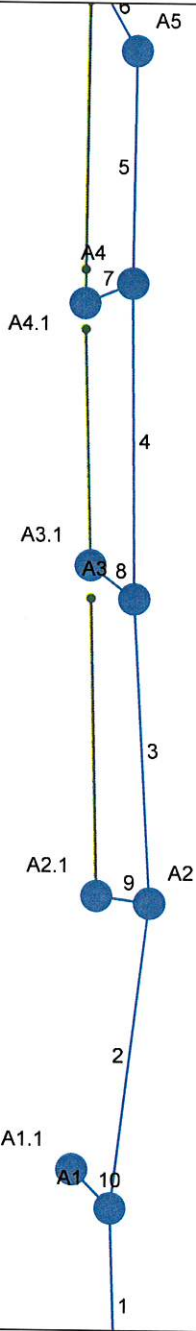
Inlet Report

Inlet Report																						
Line No	Inlet ID	Q = CIA (cfs)	Q carry (cfs)	Q capt (cfs)	Q Byp (cfs)	Junc Type	Curb Inlet		Grate Inlet			Gutter							Inlet			Byp Line No
							Ht (in)	L (ft)	Area (sqft)	L (ft)	W (ft)	So (ft/ft)	W (ft)	Sw (ft/ft)	Sx (ft/ft)	n	Depth (ft)	Spread (ft)	Depth (ft)	Spread (ft)	Depr (in)	
2	C2	3.85	0.00	3.30	0.55	Curb	4.0	16.00	0.00	0.00	0.00	0.050	2.00	0.050	0.020	0.013	0.21	7.55	0.28	2.56	2.0	Off
1	C1	1.59	0.00	1.59	0.00	Curb	4.0	16.00	0.00	0.00	0.00	0.050	2.00	0.050	0.020	0.013	0.16	4.96	0.17	0.00	2.0	Off
														Number of lines: 2				Run Date: 5/22/2023				
STRM C																						
NOTES: Inlet N-Values = 0.016; Intensity = 61.15 / (Inlet time + 11.30) ^ 0.75; Return period = 25 Yrs. ; * Indicates Known Q added.All curb inlets are Horiz throat.																						
Storm Sewers v2024.00																						

Storm Sewer Profile



STRM A



Project File: New.stm

Number of lines: 10

Date: 5/22/2023

Storm Sewer Summary Report

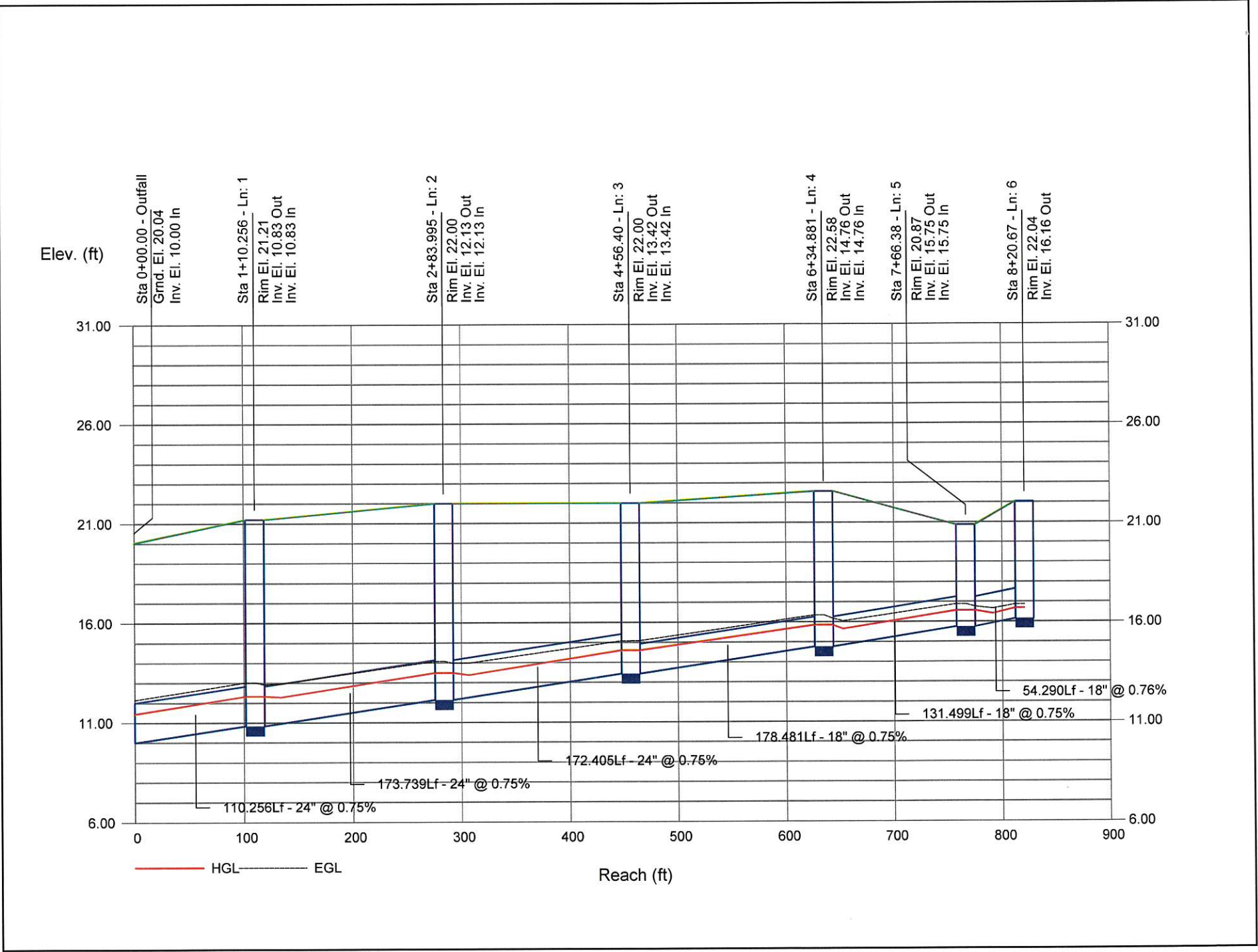
Line No.	Line ID	Flow rate (cfs)	Line Size (in)	Line shape	Line length (ft)	Invert EL Dn (ft)	Invert EL Up (ft)	Line Slope (%)	HGL Down (ft)	HGL Up (ft)	Minor loss (ft)	HGL Junct (ft)	Dns Line No.	Junction Type
10	A1.1 TO A	1.46	18	Cir	31.047	10.83	11.06	0.741	12.31	11.51	0.16	11.51	1	Curb-Horiz
9	A2.1 TO A2	1.96	18	Cir	30.436	12.13	12.36	0.756	13.48	12.89	n/a	12.89	2	Curb-Horiz
8	A3.1 TO A3	1.43	18	Cir	31.387	13.42	13.66	0.765	14.59	14.11	n/a	14.11	3	Curb-Horiz
7	A4.1 TO A4	2.02	18	Cir	29.333	14.76	14.98	0.750	15.84	15.52	n/a	15.52	4	Curb-Horiz
6	A5.1 TO A5	1.90	18	Cir	54.290	15.75	16.16	0.755	16.56	16.68	n/a	16.68 j	5	Curb-Horiz
5	A5 TO A4	4.49	18	Cir	131.499	14.76	15.75	0.753	15.84	16.56	n/a	16.56 j	4	Curb-Horiz
4	A4 TO A3	7.72	18	Cir	178.481	13.42	14.76	0.751	14.59	15.84	n/a	15.84	3	Curb-Horiz
3	A3 TO A2	10.66	24	Cir	172.405	12.13	13.42	0.748	13.48	14.59	n/a	14.59 j	2	Curb-Horiz
2	A2 TO A1	14.04	24	Cir	173.739	10.83	12.13	0.748	12.31	13.48	n/a	13.48 j	1	Curb-Horiz
1	A1 TO A	16.86	24	Cir	110.256	10.00	10.83	0.753	11.43	12.31	n/a	12.31	End	Curb-Horiz
STRM A									Number of lines: 10			Run Date: 5/22/2023		
NOTES: Return period = 25 Yrs. ; j - Line contains hyd. jump.														

Storm Sewer Tabulation

Station		Len (ft)	Drng Area		Rnoff coeff (C)	Area x C		Tc		Rain (l) (in/hr)	Total flow (cfs)	Cap full (cfs)	Vel (ft/s)	Pipe		Invert Elev		HGL Elev		Grnd / Rim Elev		Line ID
Line	To Line		Incr (ac)	Total (ac)		Incr (min)	Total (min)	Size (in)	Slope (%)					Dn (ft)	Up (ft)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)			
10	1	31.047	0.47	0.47	0.50	0.24	0.24	10.0	10.0	6.2	1.46	9.04	2.04	18	0.74	10.83	11.06	12.31	11.51	21.21	21.30	A1.1 TO A
9	2	30.436	0.63	0.63	0.50	0.32	0.32	10.0	10.0	6.2	1.96	9.13	2.35	18	0.76	12.13	12.36	13.48	12.89	22.00	22.00	A2.1 TO A2
8	3	31.387	0.46	0.46	0.50	0.23	0.23	10.0	10.0	6.2	1.43	9.18	2.10	18	0.76	13.42	13.66	14.59	14.11	22.00	22.00	A3.1 TO A3
7	4	29.333	0.65	0.65	0.50	0.33	0.33	10.0	10.0	6.2	2.02	9.09	2.53	18	0.75	14.76	14.98	15.84	15.52	22.58	22.65	A4.1 TO A4
6	5	54.290	0.61	0.61	0.50	0.31	0.31	10.0	10.0	6.2	1.90	9.13	2.72	18	0.76	15.75	16.16	16.56	16.68	20.87	22.04	A5.1 TO A5
5	4	131.499	0.85	1.46	0.50	0.43	0.73	10.0	10.3	6.1	4.49	9.11	3.95	18	0.75	14.76	15.75	15.84	16.56	22.58	20.87	A5 TO A4
4	3	178.481	0.45	2.56	0.50	0.23	1.28	10.0	10.9	6.0	7.72	9.10	5.46	18	0.75	13.42	14.76	14.59	15.84	22.00	22.58	A4 TO A3
3	2	172.405	0.58	3.60	0.50	0.29	1.80	10.0	11.4	5.9	10.66	19.56	5.16	24	0.75	12.13	13.42	13.48	14.59	22.00	22.00	A3 TO A2
2	1	173.739	0.60	4.83	0.50	0.30	2.42	10.0	12.0	5.8	14.04	19.56	5.93	24	0.75	10.83	12.13	12.31	13.48	21.21	22.00	A2 TO A1
1	End	110.256	0.59	5.89	0.50	0.30	2.95	10.0	12.5	5.7	16.86	19.62	6.90	24	0.75	10.00	10.83	11.43	12.31	20.04	21.21	A1 TO A
STRM A																Number of lines: 10				Run Date: 5/22/2023		
NOTES: Intensity = 61.15 / (Inlet time + 11.30) ^ 0.75; Return period =Yrs. 25 ; c = cir e = ellip b = box																						

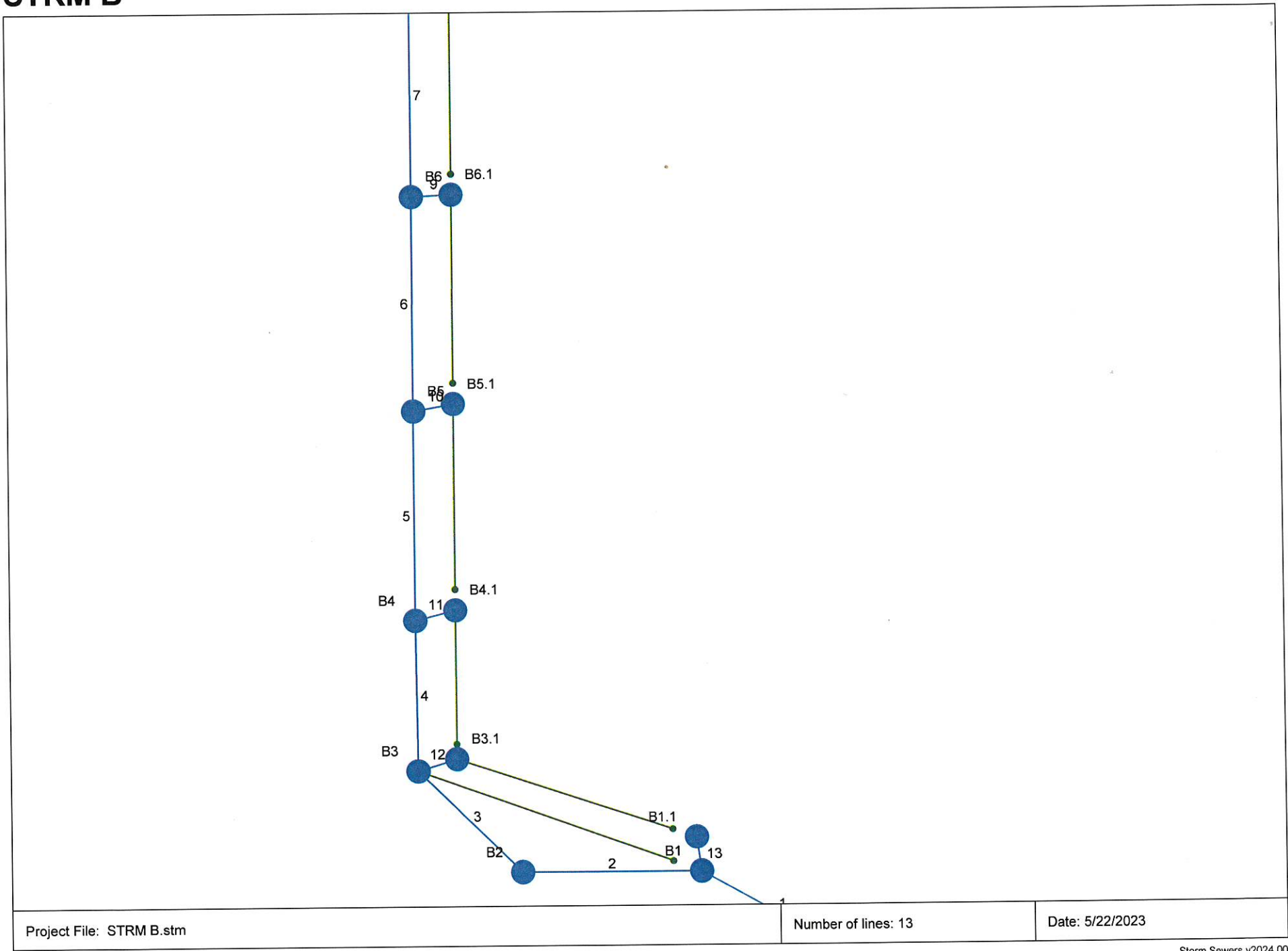
Storm Sewer Profile

Proj. file: New.stm



Storm Sewers

STRM B



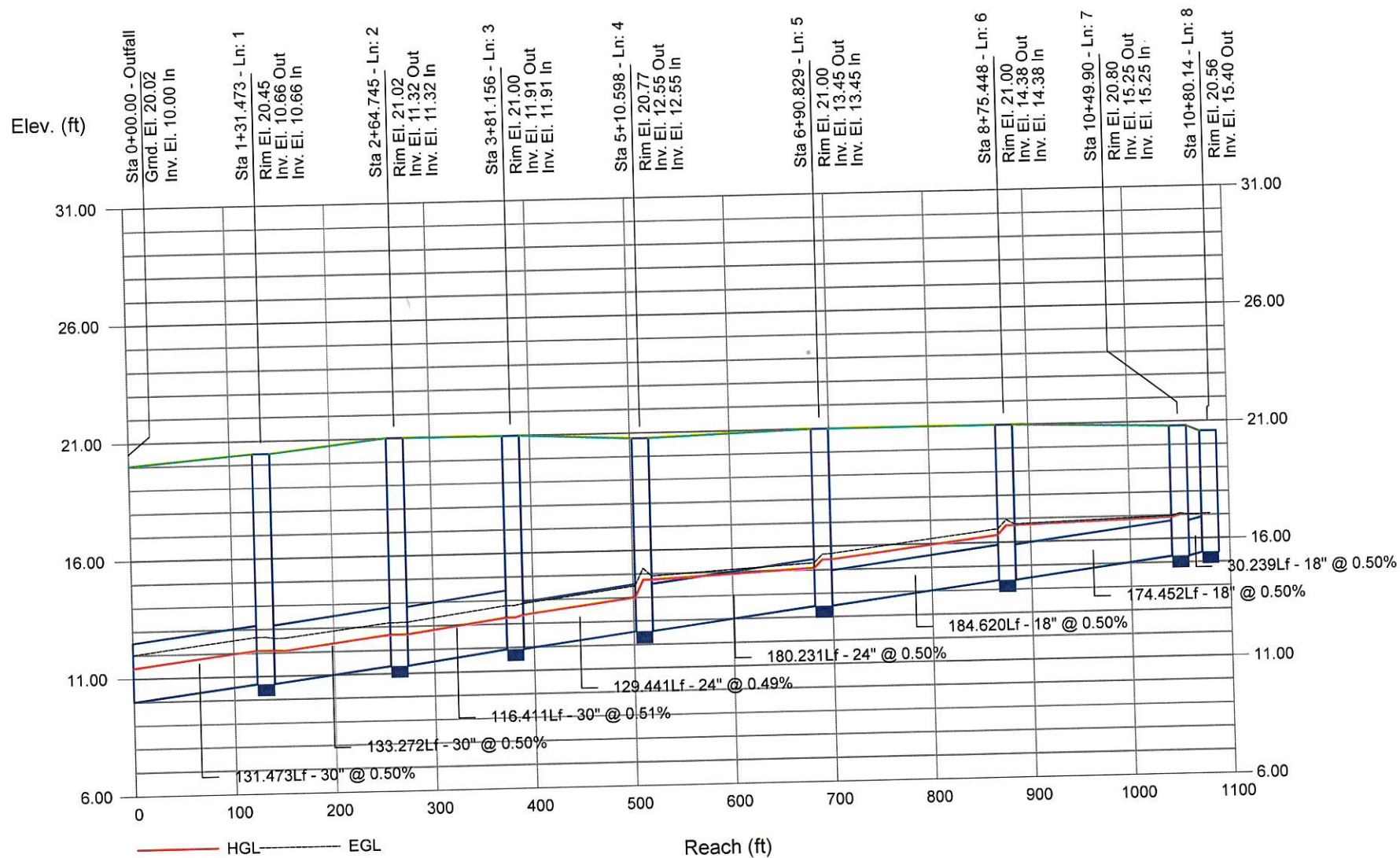
Storm Sewer Summary Report

Line No.	Line ID	Flow rate (cfs)	Line Size (in)	Line shape	Line length (ft)	Invert EL Dn (ft)	Invert EL Up (ft)	Line Slope (%)	HGL Down (ft)	HGL Up (ft)	Minor loss (ft)	HGL Junct (ft)	Dns Line No.	Junction Type
13	B1.1 TO B1	1.18	18	Cir	29.622	10.66	10.81	0.506	12.08	11.22	n/a	11.22	1	Curb-Horiz
12	B3.1 TO B3	1.34	18	Cir	30.572	11.91	12.06	0.491	13.24	13.25	0.01	13.26	3	Curb-Horiz
11	B4.1 TO B4	1.99	18	Cir	30.945	12.55	12.71	0.517	14.72*	14.74*	0.02	14.75	4	Curb-Horiz
10	B5.1 TO B5	1.99	18	Cir	30.253	13.45	13.61	0.529	15.42*	15.43*	0.02	15.45	5	Curb-Horiz
9	B6.1 TO B6	1.99	18	Cir	29.592	14.38	14.53	0.507	16.70*	16.71*	0.02	16.73	6	Curb-Horiz
8	B7.1 TO B7	1.93	18	Cir	30.239	15.25	15.40	0.496	17.01*	17.02*	0.02	17.04	7	Curb-Horiz
7	B7 TO B6	3.65	18	Cir	174.452	14.38	15.25	0.499	16.70*	16.91*	0.10	17.01	6	Curb-Horiz
6	B6 TO B5	7.27	18	Cir	184.620	13.45	14.38	0.504	15.42*	16.30*	0.39	16.70	5	Curb-Horiz
5	B5 TO B4	10.67	24	Cir	180.231	12.55	13.45	0.499	14.72	15.07	0.35	15.42	4	Curb-Horiz
4	B4 TO B3	13.82	24	Cir	129.441	11.91	12.55	0.494	13.35	13.99	0.74	14.72	3	Curb-Horiz
3	B3 TO B2	15.66	30	Cir	116.411	11.32	11.91	0.507	12.64	13.24	n/a	13.24	2	Curb-Horiz
2	B2 TO B1	15.37	30	Cir	133.272	10.66	11.32	0.495	12.08	12.64	n/a	12.64 j	1	Manhole
1	B1 TO B	17.70	30	Cir	131.473	10.00	10.66	0.502	11.42	12.08	n/a	12.08	End	Curb-Horiz
STRM B									Number of lines: 13			Run Date: 5/22/2023		
NOTES: Return period = 25 Yrs. ; *Surcharged (HGL above crown). ; j - Line contains hyd. jump.														

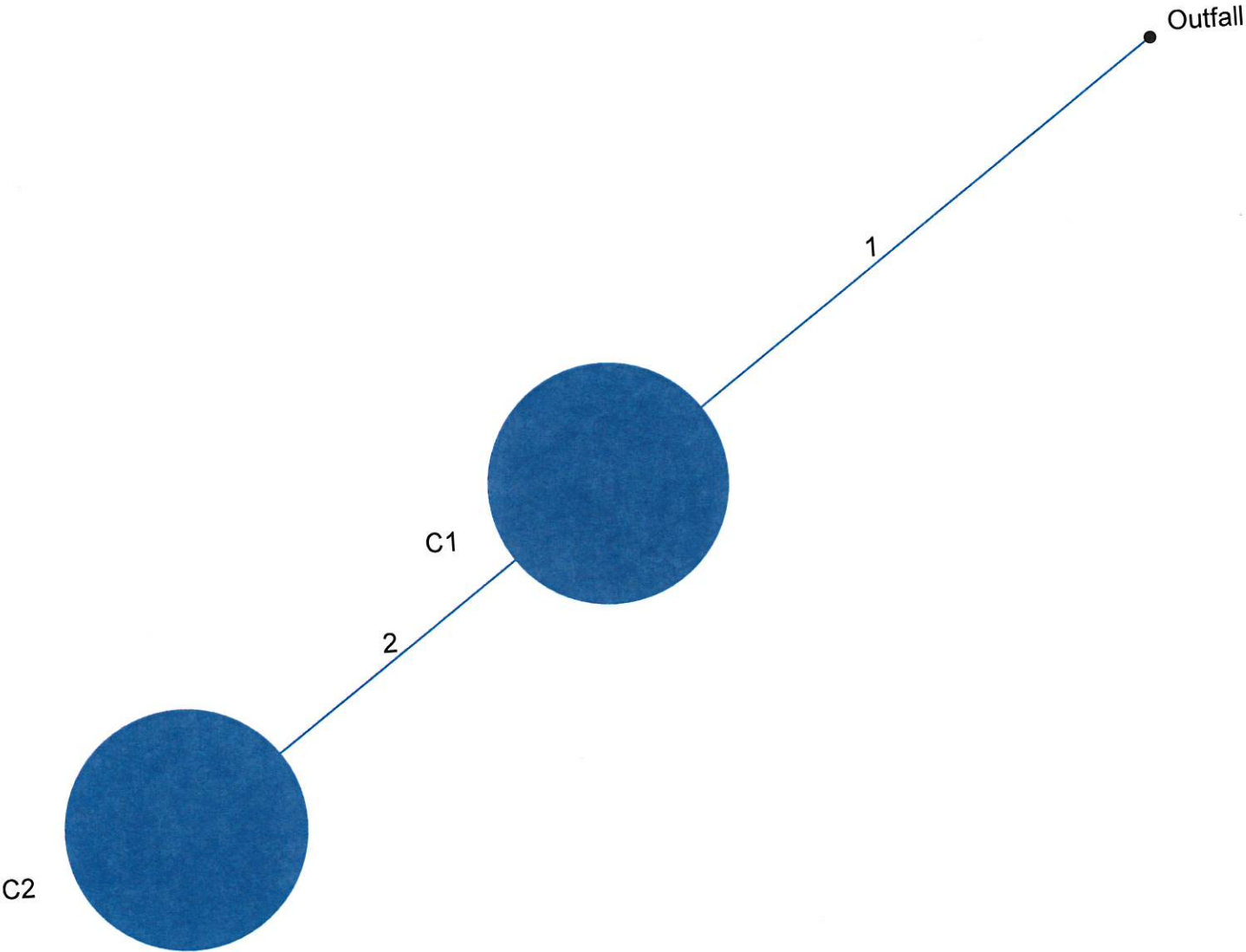
Storm Sewer Tabulation

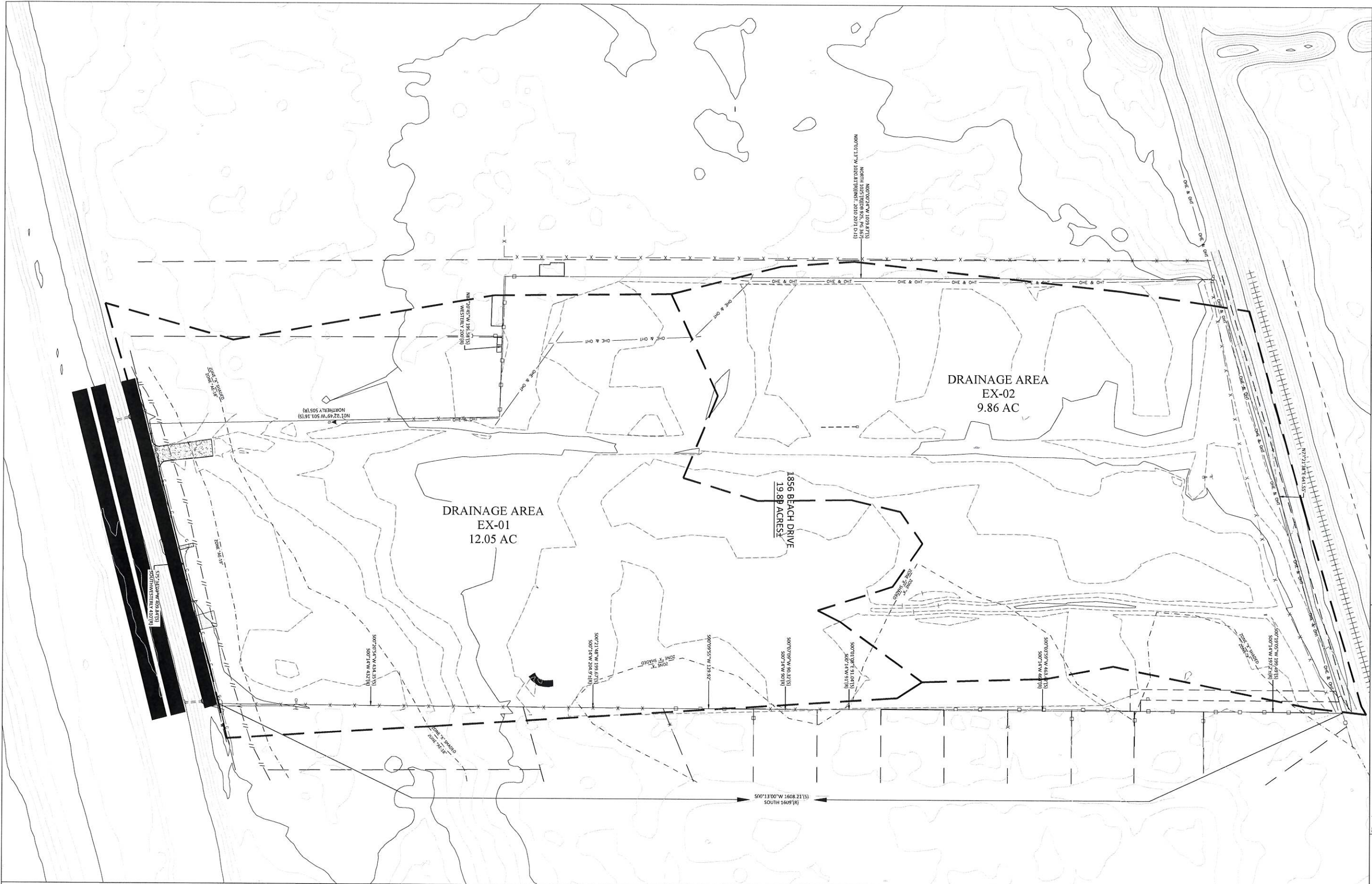
Station		Len (ft)	Drng Area		Rnoff coeff (C)	Area x C		Tc		Rain (l) (in/hr)	Total flow (cfs)	Cap full (cfs)	Vel (ft/s)	Pipe		Invert Elev		HGL Elev		Grnd / Rim Elev		Line ID
Line	To Line		Incr (ac)	Total (ac)		Incr	Total	Inlet (min)	Syst (min)					Size (in)	Slope (%)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)	
13	1	29.622	0.38	0.38	0.50	0.19	0.19	10.0	10.0	6.2	1.18	7.47	1.87	18	0.51	10.66	10.81	12.08	11.22	20.45	20.78	B1.1 TO B1
12	3	30.572	0.43	0.43	0.50	0.22	0.22	10.0	10.0	6.2	1.34	7.36	0.85	18	0.49	11.91	12.06	13.24	13.25	21.00	20.97	B3.1 TO B3
11	4	30.945	0.64	0.64	0.50	0.32	0.32	10.0	10.0	6.2	1.99	7.55	1.13	18	0.52	12.55	12.71	14.72	14.74	20.77	20.72	B4.1 TO B4
10	5	30.253	0.64	0.64	0.50	0.32	0.32	10.0	10.0	6.2	1.99	7.64	1.13	18	0.53	13.45	13.61	15.42	15.43	21.00	21.00	B5.1 TO B5
9	6	29.592	0.64	0.64	0.50	0.32	0.32	10.0	10.0	6.2	1.99	7.48	1.13	18	0.51	14.38	14.53	16.70	16.71	21.00	20.94	B6.1 TO B6
8	7	30.239	0.62	0.62	0.50	0.31	0.31	10.0	10.0	6.2	1.93	7.40	1.09	18	0.50	15.25	15.40	17.01	17.02	20.80	20.56	B7.1 TO B7
7	6	174.452	0.56	1.18	0.50	0.28	0.59	10.0	10.2	6.2	3.65	7.42	2.06	18	0.50	14.38	15.25	16.70	16.91	21.00	20.80	B7 TO B6
6	5	184.620	0.61	2.43	0.50	0.31	1.22	10.0	11.1	6.0	7.27	7.45	4.11	18	0.50	13.45	14.38	15.42	16.30	21.00	21.00	B6 TO B5
5	4	180.231	0.62	3.69	0.50	0.31	1.85	10.0	12.2	5.8	10.67	15.98	3.65	24	0.50	12.55	13.45	14.72	15.07	20.77	21.00	B5 TO B4
4	3	129.441	0.60	4.93	0.50	0.30	2.47	10.0	13.2	5.6	13.82	15.90	5.71	24	0.49	11.91	12.55	13.35	13.99	21.00	20.77	B4 TO B3
3	2	116.411	0.35	5.71	0.50	0.18	2.86	10.0	13.9	5.5	15.66	29.20	5.91	30	0.51	11.32	11.91	12.64	13.24	21.02	21.00	B3 TO B2
2	1	133.272	0.00	5.71	0.00	0.00	2.86	0.0	14.5	5.4	15.37	28.86	5.58	30	0.50	10.66	11.32	12.08	12.64	20.45	21.02	B2 TO B1
1	End	131.473	0.62	6.71	0.50	0.31	3.36	10.0	15.2	5.3	17.70	29.06	6.13	30	0.50	10.00	10.66	11.42	12.08	20.02	20.45	B1 TO B
STRM B																Number of lines: 13				Run Date: 5/22/2023		
NOTES: Intensity = 61.15 / (Inlet time + 11.30) ^ 0.75; Return period =Yrs. 25 ; c = cir e = ellip b = box																						
Storm Sewers v2024.00																						

Storm Sewer Profile



STRM C





TME
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www.heinrichassociates.net

PRE DEVELOPMENT MAP
PALM HEIGHTS SUBDIVISION
GULFPORT, MS

Sheet	Date	Drawn By	Check By	Project
1		CEV		
		REV		

Project No
22-020

PALM HEIGHTS SUBDIVISION

PARCEL NO. - 10100-02-050.000

1856 BEACH DRIVE
GULFPORT, MS

CLIENT:

ELLIOTT HOMES, LLC
1402 Pass Road
Gulfport, MS 39501

June 6, 2023



TME

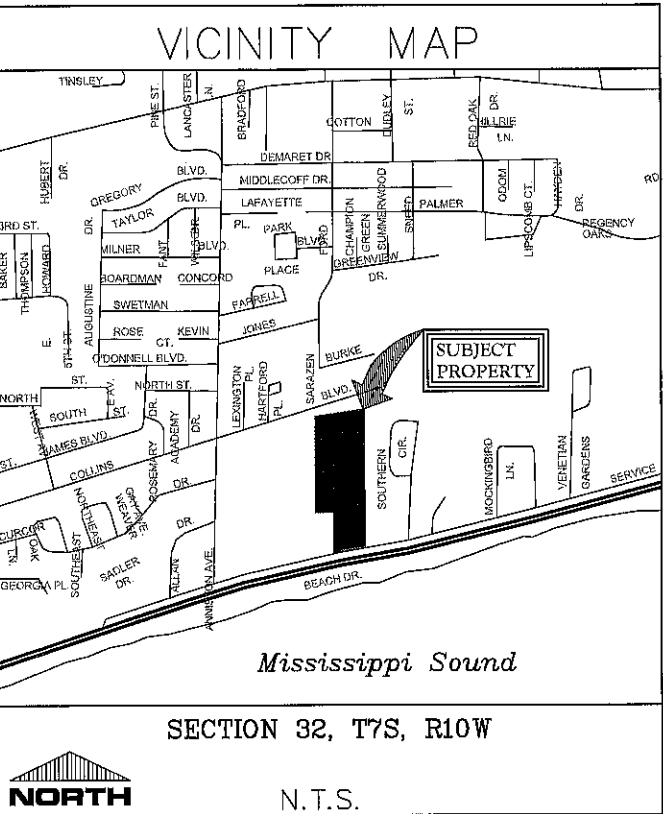
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1806 23rd AVE., Suite B - Gulfport, MS 39501
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SHEET INDEX

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

Sheet

T1

Project No
22-020

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

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

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

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

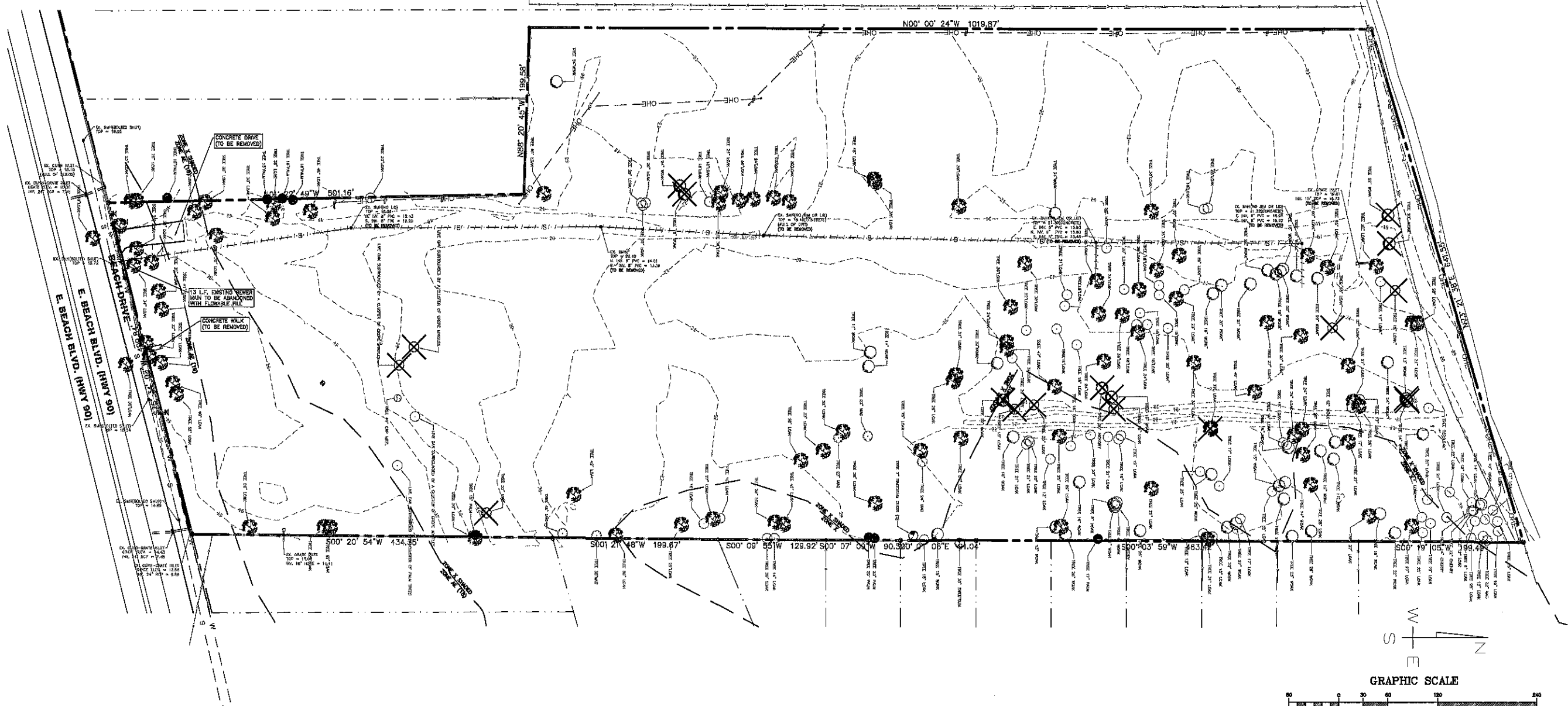
1. ALL NEW WATER MAIN SHALL BE PVC, C900 AWWA APPROVED.
2. ALL SEWER MAIN SHALL BE PVC, ASTM 2-3034 SDR 26.
3. WATER AND SEWER SERVICES SHALL CONFORM TO THE DETAIL SHEET.
4. ANY ROAD CROSSING REQUIRED SHALL BE DONE IN STRICT CONFORMANCE WITH THE PLAN DETAIL AND SPECIFICATIONS.
5. ALL TAPS ONTO EXISTING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

1. WATER AND SEWER - CITY OF GULFPORT 868-5720
2. GAS SERVICE - CENTERPOINT ENERGY 896-7500
3. TV CABLE SERVICE - CABLE ONE 864-1506
4. ELECTRICAL SERVICE - MISSISSIPPI POWER COMPANY 868-9800
5. TELEPHONE SERVICE - AT&T 557-6000
6. MISS I CALL BEFORE YOU DIG 1-800-227-6477

PROPOSED		EXISTING
	WATER MAIN	
	SEWER LINE	
	GAS LINE	
	ROW/EASEMENT	
	PROPERTY LINE	
	LOT LINES	
	CLEAN-OUT	
	MANHOLE	
	WATER VALVE	
	FIRE HYDRANT	
	WATER METER	
	PROP. SPOT EL.	
	EXIST. SPOT EL.	
	TYPE. SIGN	
	TYPE. STOP BAR	
	HEADER CURB	
	CURB & GUTTER	

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

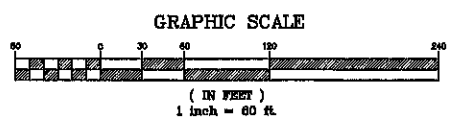
Sheet	Date 6-6-23	Sheet
C1	Drawn By S.G.C.	Project
	Check By R.B.H.	
	REV _____	
Project No		
22-020		



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

LEGEND

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



SET IRON ROD WITH CAP 197 NORTH OF NORTHERN RIGHT OF WAY LINE FOR BEACH DRIVE AND 183' WEST OF EASTERN PROPERTY LINE.

ELEV = 17.24'
N: 322321306
E: 927646.419

BOUNDARY AND TOPOGRAPHIC INFORMATION BASED ON SURVEY BY WENGINEERING, P.A.

SUBJECT PROPERTY LIES WITHIN "X", "AE(18)", AND "AE(19)" FLOOD ZONE SHOWN HEREON PER FEMA PANEL 28047C0298G DATED JUNE 16, 2009

NOTE:
NO ON SITE SUPERVISION OR INSPECTIONS ARE PROVIDED WITH THE USE OF THESE PLANS BY THE DESIGNER. BUILDER/CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS, CONDITIONS, AND SIZES OF COMPONENTS ALONG WITH SITE CONDITIONS BEFORE STARTING CONSTRUCTION. BUILDER/CONTRACTOR SHALL SEE THAT CONSTRUCTION IS IN CONFORMANCE WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE (I.B.C.) AND WITH THE COUNTY/CITY BUILDING INSPECTOR. THE USE OF THESE PLANS FOR CONSTRUCTION SHALL BE EVIDENCE THAT THE REQUIREMENTS STATED ARE ACCEPTED BY THE BUILDER/CONTRACTOR.

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EXISTING CONDITIONS & DEMOLITION PLAN

SCALE: 1" = 60'-0"

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TERRY MORAN
ENGINEERING & SURVEYING

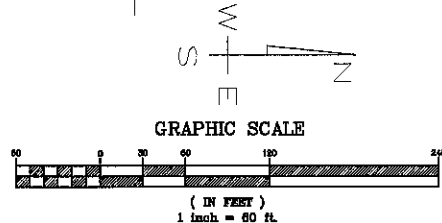
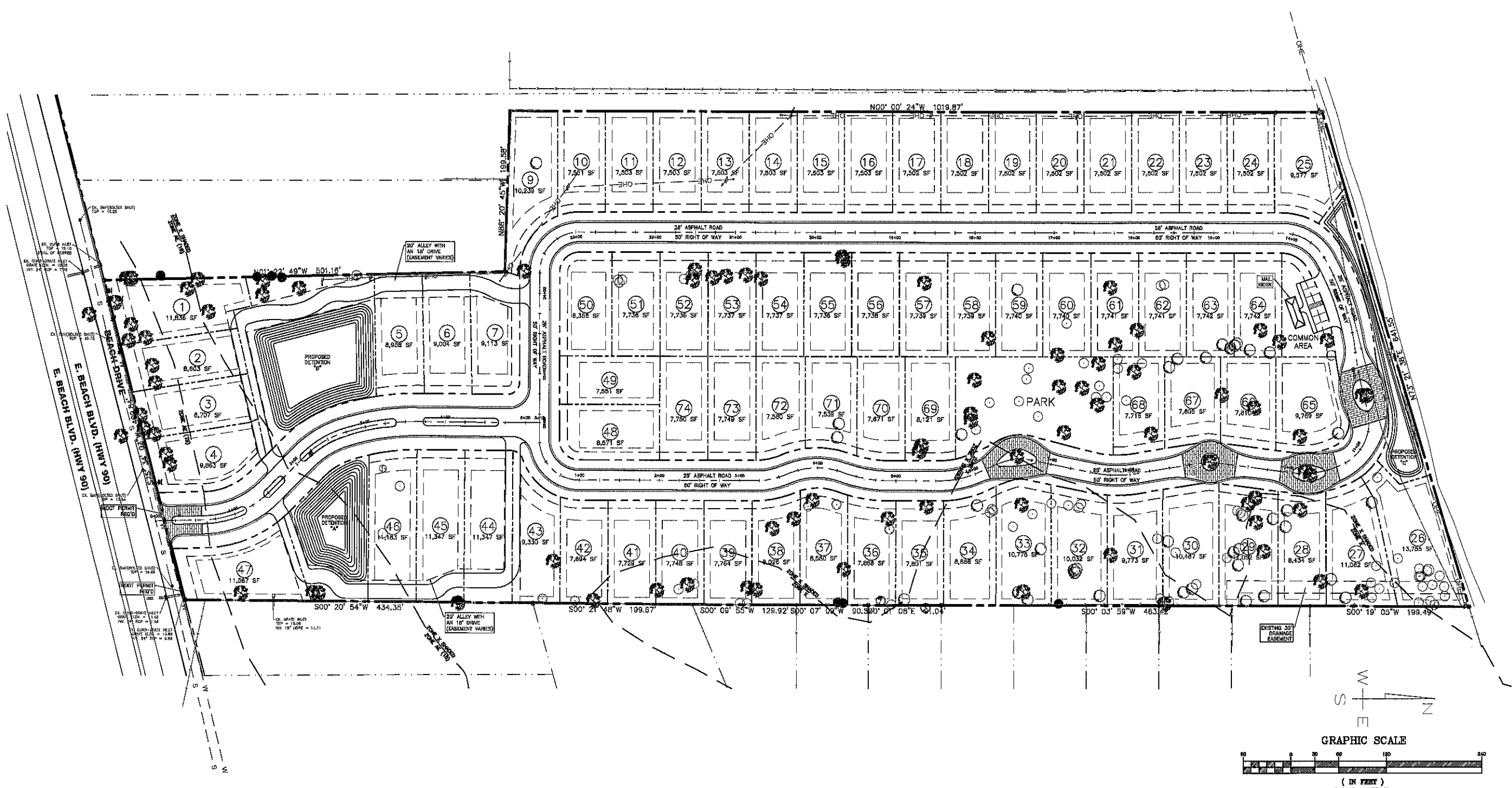
HEINRICH & ASSOCIATES
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Ph: (228) 869-6768

EXISTING CONDITIONS & DEMOLITION PLAN

Sheet: 6-6-23
Date: 6-6-23
Drawn By: S.C.C.
Check By: J.B.H.
REV: _____

Project: PALM HEIGHTS SUBDIVISION
1856 BEACH DRIVE
GULFPORT, MS

Project No: 22-020



- SITE NOTES:**
1. ALL DIMENSIONS ARE FROM BACK OF CURB TO BACK OF CURB.
 2. ALL ROADWAY RADIUS DIMENSIONS ARE 20' UNLESS NOTED.
 3. SEE SHEET CD1 FOR PAVEMENT DETAILS.
 4. CONTRACTOR TO ENSURE ALL CURB RAMPS AND SIDEWALKS MEET ADA REQUIREMENTS. SIDEWALKS WILL BE CONNECTED AT THE END OF DEVELOPMENT SHOULD THERE BE ANY REMAINING UNDEVELOPED LOTS.
 5. STREET LIGHT LOCATIONS AND TYPES TO BE DESIGNED AND SUBMITTED BY MS POWER.
 6. SHOULD CONTRACTOR FIND ANY DISCREPANCIES IN DIMENSIONS, PROJECT ENGINEER SHALL BE NOTIFIED IMMEDIATELY.

- SITE LEGEND**
- TYPICAL SIGN
 - TYPICAL STOP BAR
 - HEADER CURB
 - CURB & GUTTER
 - STREET LIGHT

SITE DATA TABLE	
ZONING	R-1-75
ACREAGE	19.82 AC
MIN. LOT SIZE	60' X 125'
SETBACKS (SEE LOT 59)	
FYSS - 25 FT	
SYSS - 8 FT	
RYSS - 8 FT	

SET IRON ROD WITH CAP 187 NORTH OF NORTHERN RIGHT OF WAY LINE FOR BEACH DRIVE AND 183' WEST OF EASTERN PROPERTY LINE.

BOUNDARY AND TOPOGRAPHIC INFORMATION BASED ON SURVEY BY WENGINEERING, P.A.

SUBJECT PROPERTY LIES WITHIN "X", "AE(18)", AND "AE(19)" FLOOD ZONE SHOWN HEREON PER FEMA PANEL 28047C0296G DATED JUNE 16, 2009.

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LOT & STREET LAYOUT

SCALE: 1" = 60'-0"

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LOT & STREET LAYOUT

Sheet 6-6-23
Drawn By S.G.C.
Check By R.B.H.
REV

Project
PALM HEIGHTS SUBDIVISION
1856 BEACH DRIVE
GULFPORT, MS

Project No
22-020

GRADING & DRAINAGE PLAN

SCALE: 1" = 60'-0"

NOTES:

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

LEGEND

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

GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

SET IRON ROD WITH CAP 197' NORTH OF
NORTHERN RIGHT OF WAY LINE FOR
BEACH DRIVE AND 183' WEST OF
EASTERN PROPERTY LINE.

BOUNDARY AND TOPOGRAPHIC INFORMATION
BASED ON SURVEY BY WENGINEERING, P.A.

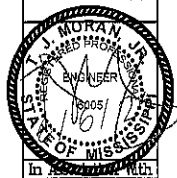
SUBJECT PROPERTY LIES WITHIN "X," "AE(1B)," AND
"AE(19)" FLOOD ZONE SHOWN HEREON PER FEMA
PANEL 28047C0296G DATED JUNE 16, 2009

NOTE:
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TME
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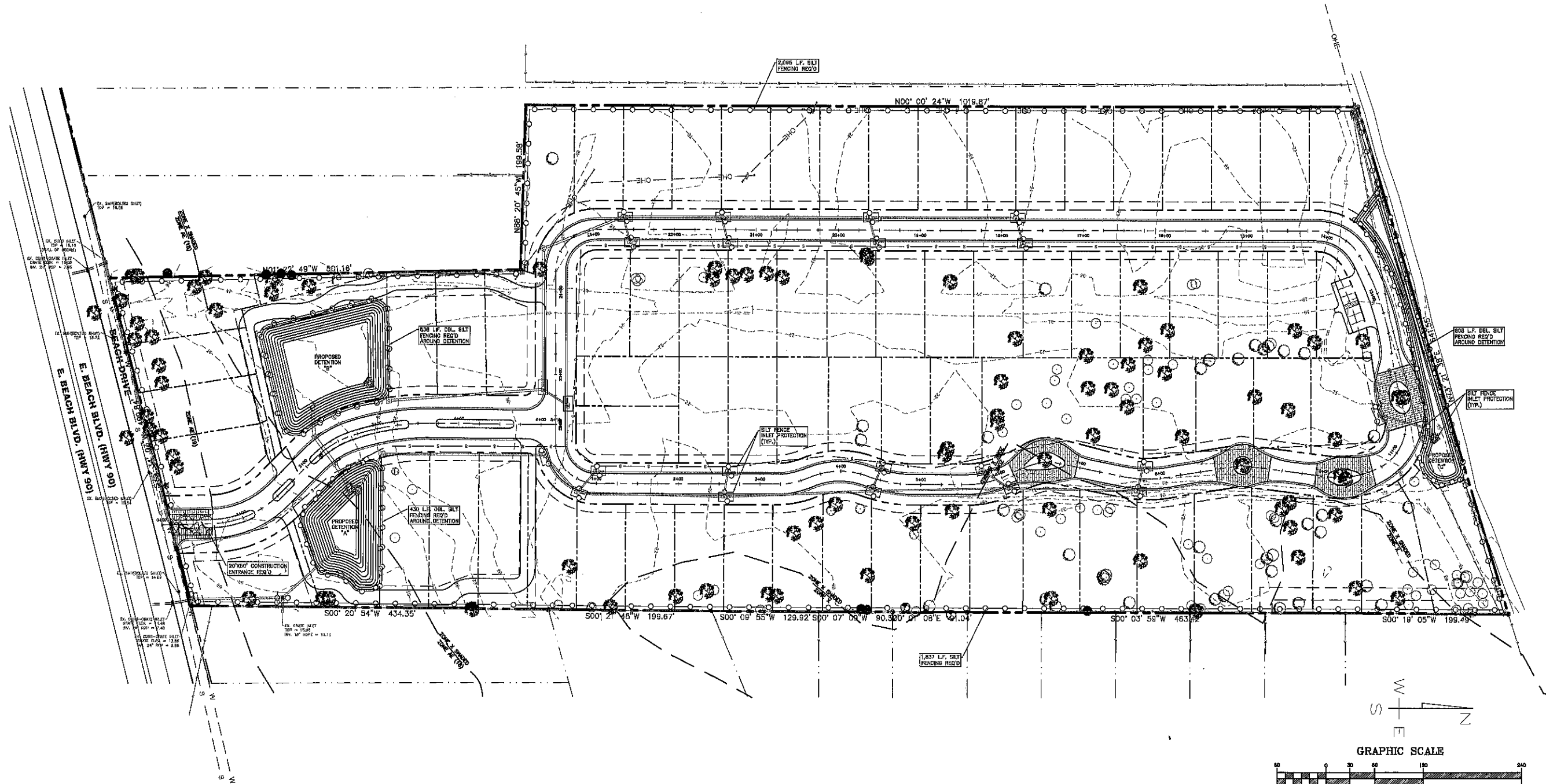
GRADING & DRAINAGE PLAN

Sheet

Date: 6-6-23
Drawn By: S.G.C.
Check By: R.B.H.
REV

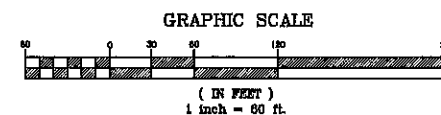
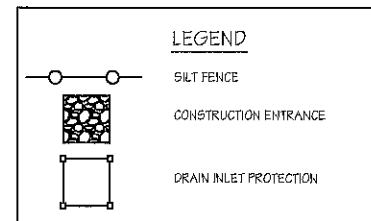
Project No: 22-020

PALM HEIGHTS SUBDIVISION
1836 BEACH DRIVE
GULFPORT, MS



STORM WATER POLLUTION PREVENTION NOTES:

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



SET IRON ROD WITH CAP 197' NORTH OF NORTHERN RIGHT OF WAY LINE FOR BEACH DRIVE AND 103' WEST OF EASTERN PROPERTY LINE.

BOUNDARY AND TOPOGRAPHIC INFORMATION BASED ON SURVEY BY WENGINEERING, P.A.

SUBJECT PROPERTY LIES WITHIN "X", "AE(18)", AND "AE(19)" FLOOD ZONE SHOWN HEREON PER FEMA PANEL 28047C0296G DATED JUNE 16, 2009

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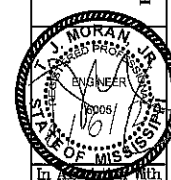
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EROSION CONTROL PLAN

SCALE: 1" = 60'-0"

TERRY MORAN, P.E., P.L.S.
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P.O. Box 4075 Biloxi, MS 39535
Ph: (228) 896-6783

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ENGINEERING & SURVEYING

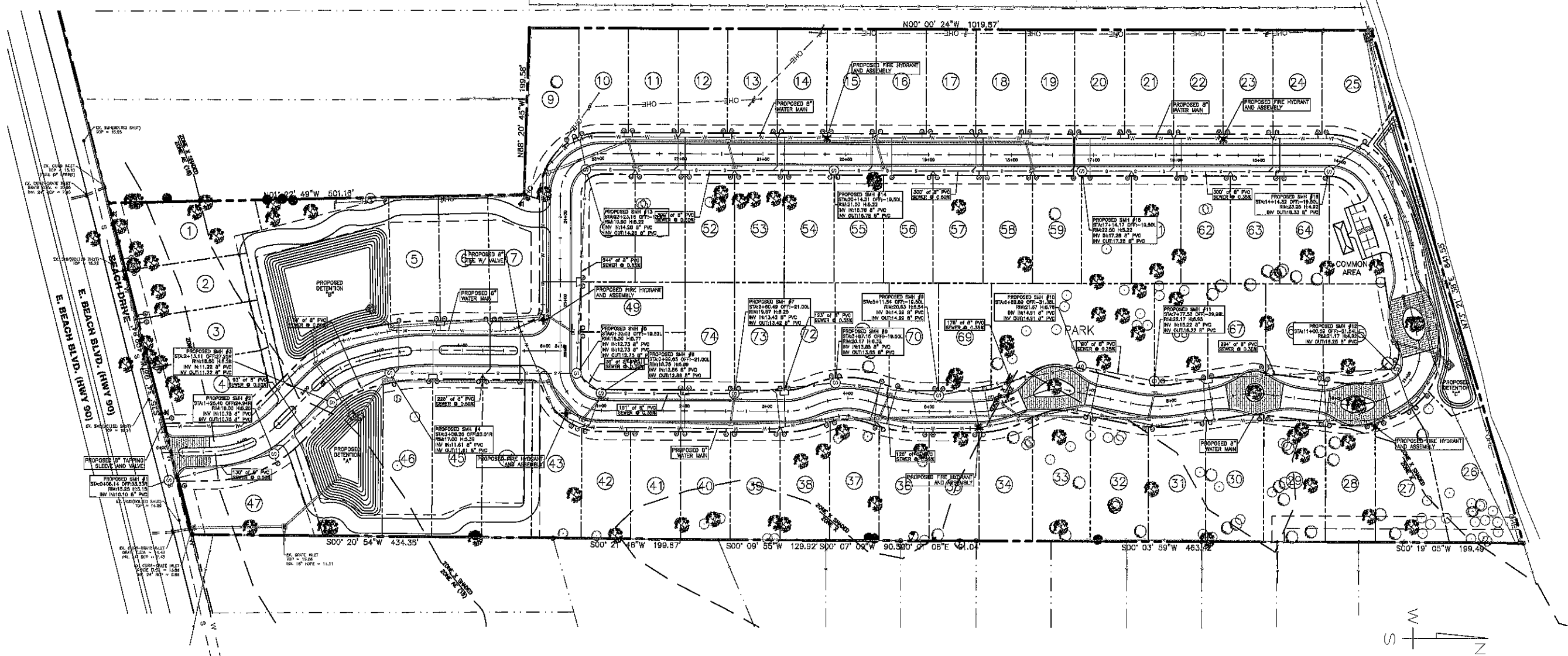


HEINRICH & ASSOCIATES
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Ph: (228) 896-6783

EROSION CONTROL PLAN
Palm Heights Subdivision
1856 BEACH DRIVE
GULFPORT, MS

Sheet: 6-C-23
Drawn By: S.G.C.
Check By: R.R.H.
Rev: _____

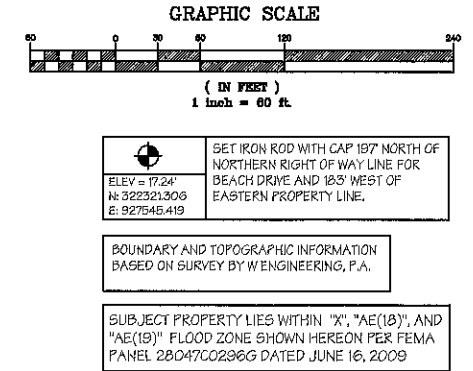
Project No: 22-020



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

LEGEND	
PROPOSED	EXISTING
W — WATER MAIN	W — WATER MAIN
S — SEWER LINE	S — SEWER LINE
G — GAS LINE	G — GAS LINE
FM — FORCE MAIN	FM — FORCE MAIN
FOC — FIBER OPTIC CABLE	FOC — FIBER OPTIC CABLE
⊙ — POWER POLE	⊙ — POWER POLE
⊙ — CLEAN-OUT	⊙ — CLEAN-OUT
⊙ — MANHOLE	⊙ — MANHOLE
⊙ — WATER VALVE	⊙ — WATER VALVE
⊙ — FIRE HYDRANT	⊙ — FIRE HYDRANT
⊙ — WATER METER	⊙ — WATER METER
⊙ — GAS VALVE	⊙ — GAS VALVE

- LOCAL UTILITY COMPANIES**
1. WATER AND SEWER - H.C.U.A. 868-8752 (HARRISON COUNTY UTILITY AUTHORITY)
 2. GAS SERVICE - ENTEX 866-7500
 3. TY CABLE SERVICE - CABLE ONE 864-1506
 4. ELECTRICAL SERVICE - MS POWER CO. 868-9800
 5. TELEPHONE SERVICE - BELL SOUTH 867-6000
 6. MISS I CALL BEFORE YOU DIG 1-800-227-6477



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UTILITY PLAN

SCALE: 1" = 60'-0"

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TME
TERRY MORAN
ENGINEERING & SURVEYING

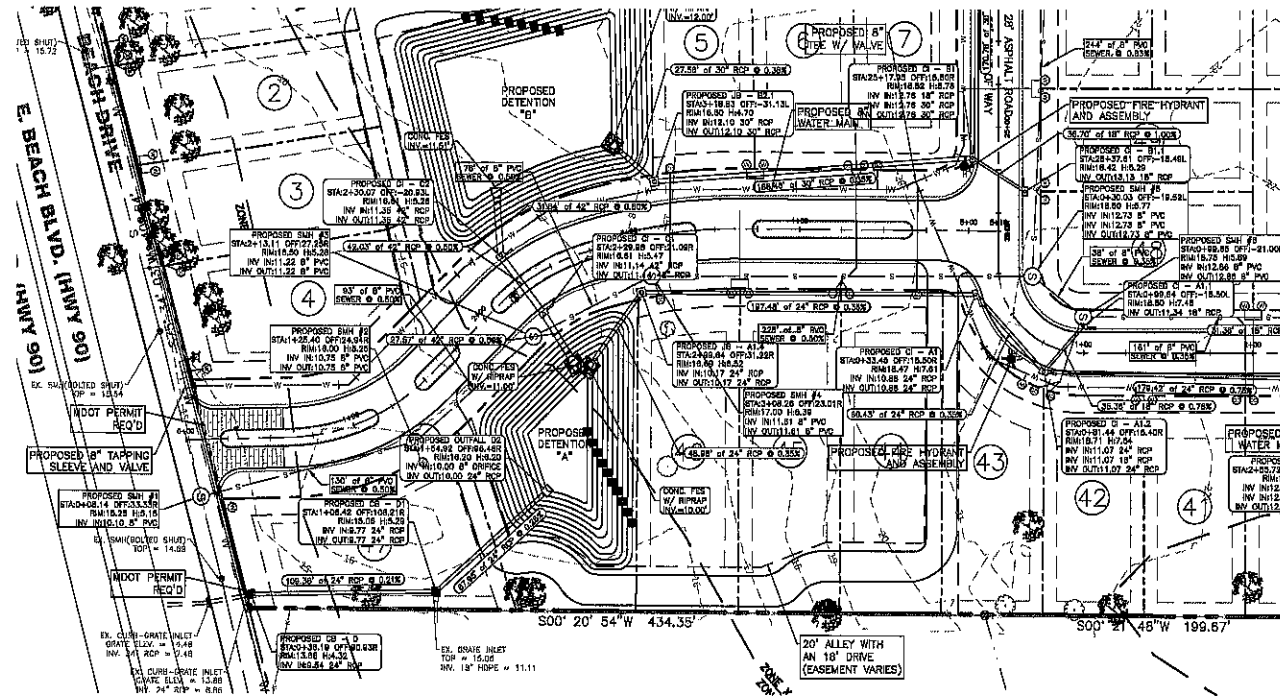
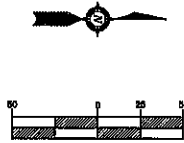
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Ph: (228) 894-5765

UTILITY PLAN

Sheet: 6-6-23
Date: 6-6-23
Drawn By: S.G.C.
Check By: R.B.H.
Rev: _____

Project: **PALM HEIGHTS SUBDIVISION**
1856 BEACH DRIVE
GULFPORT, MS

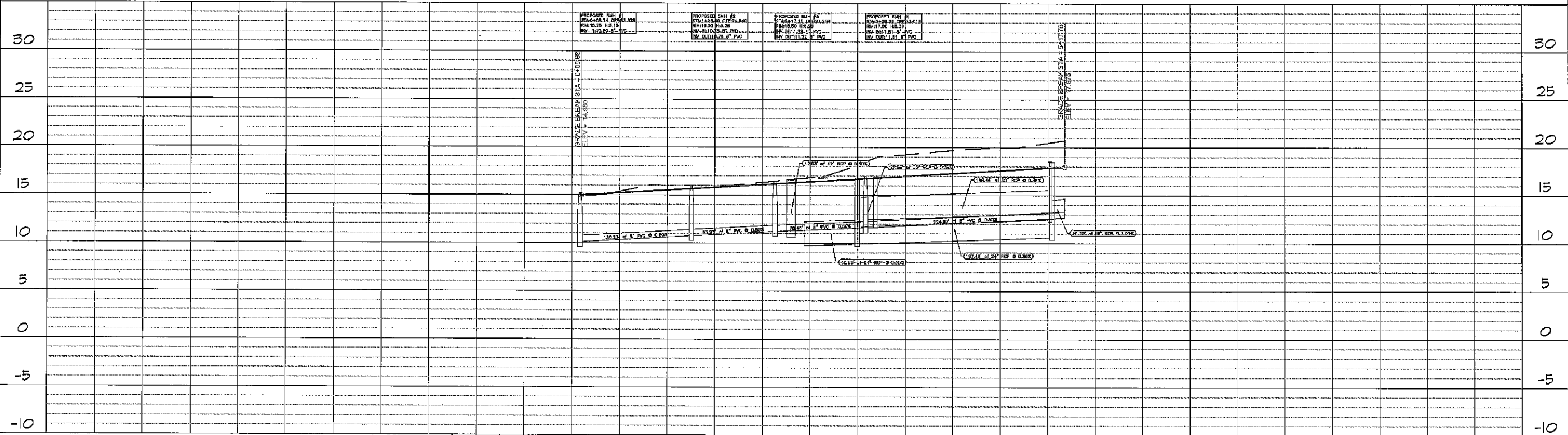
Project No: 22-020



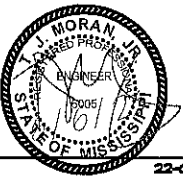
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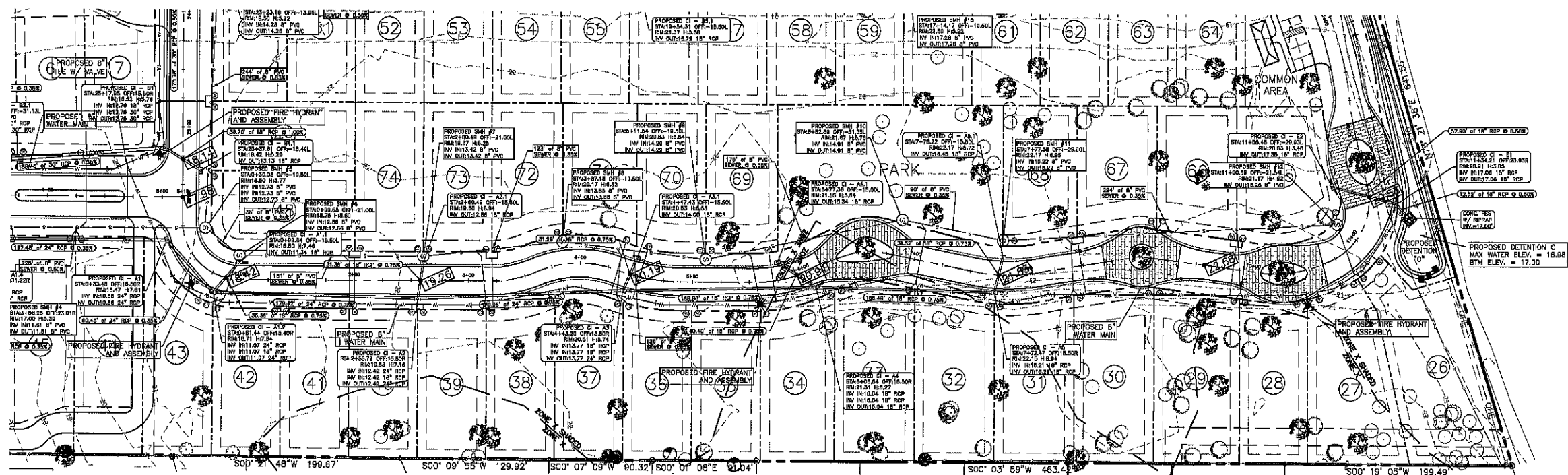
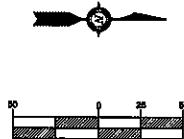
HORIZONTAL = 1"=50'
VERTICAL = 1"=5'

PLAN	DATE	BY
	REVISION	NO.
PROFILE	DATE	BY
	REVISION	NO.



EXISTING GRADE	PROPOSED GRADE
11.00	11.00
10.80	10.80
10.60	10.60
10.40	10.40
10.20	10.20
10.00	10.00
9.80	9.80
9.60	9.60
9.40	9.40
9.20	9.20
9.00	9.00
8.80	8.80
8.60	8.60
8.40	8.40
8.20	8.20
8.00	8.00
7.80	7.80
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7.40	7.40
7.20	7.20
7.00	7.00
6.80	6.80
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6.40	6.40
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6.00	6.00
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2.20	2.20
2.00	2.00
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1.00	1.00
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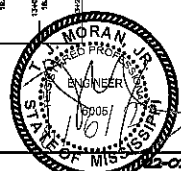
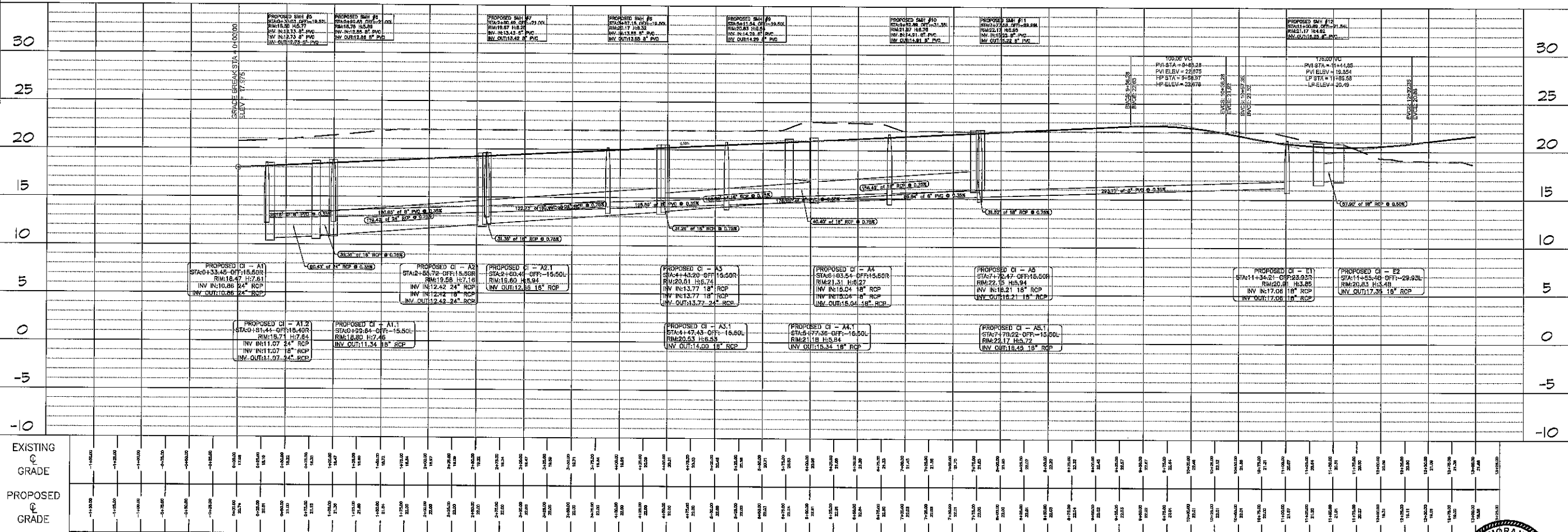


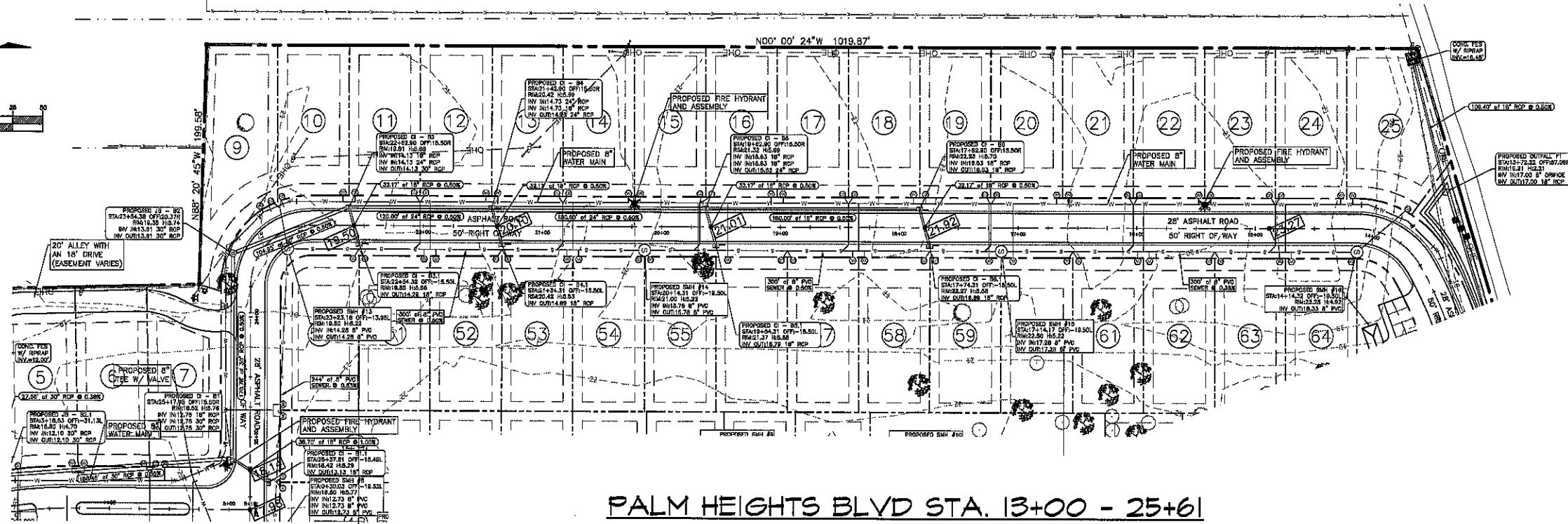
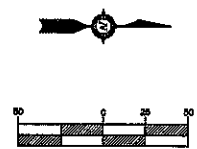
PALM HEIGHTS BLVD. STA. 0+00 - 13+00

HORIZONTAL = 1"=50'
VERTICAL = 1"=5'

DATE: _____
BY: _____
CHECKED: _____
APPROVED: _____
NOTE BOOK NO. _____

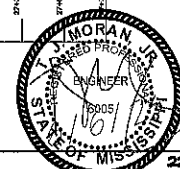
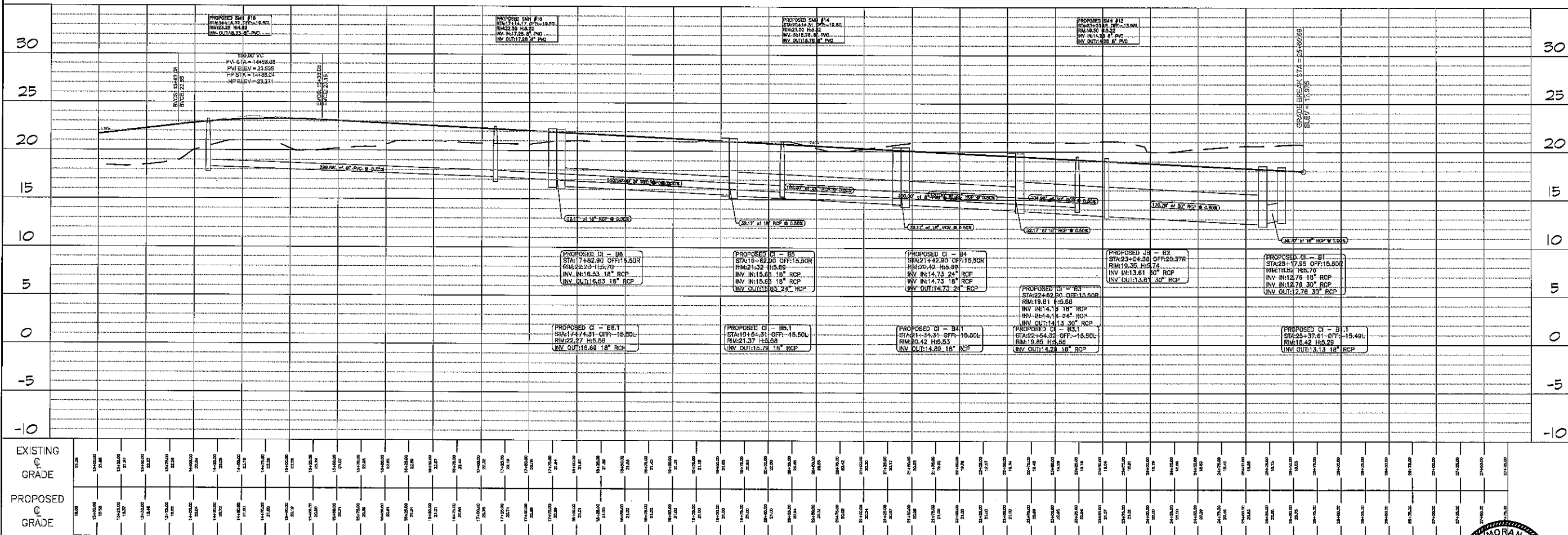
DATE: _____
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CHECKED: _____
APPROVED: _____
NOTE BOOK NO. _____



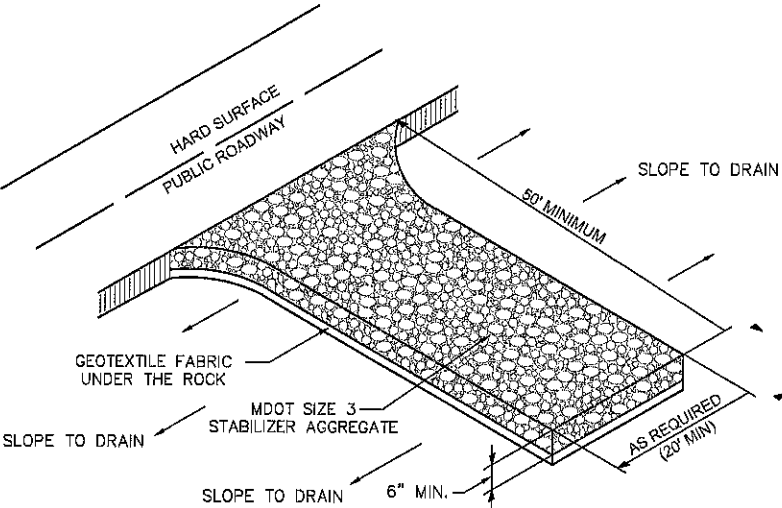


PALM HEIGHTS BLVD STA. 13+00 - 25+61

HORIZONTAL = 1"=50'
VERTICAL = 1"=5'



CONSTRUCTION DETAILS

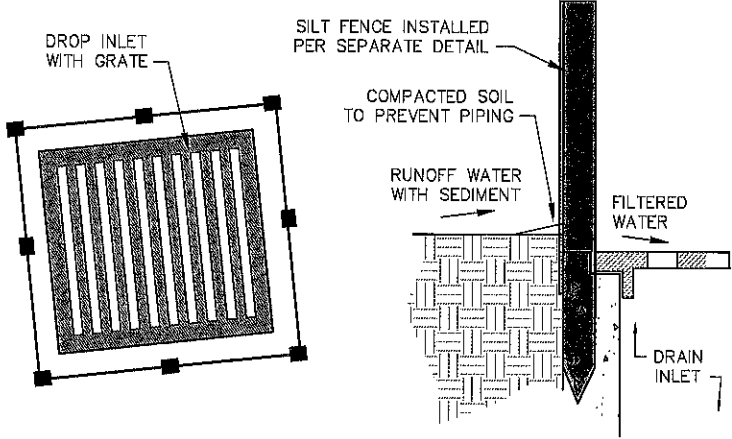


NOTES:

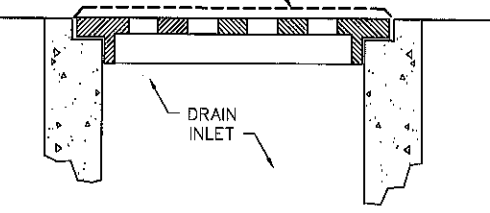
1. THE AREA OF THE CONSTRUCTION ENTRANCE SHALL BE EXCAVATED 6 INCHES DEEP, 50 FEET LONG AND SHALL EXTEND THE FULL WIDTH OF ANY VEHICULAR INGRESS AND EGRESS (MINIMUM 20 FEET) LOCATED ON THE SITE.
2. THE ENTRANCE SHALL BE PROPERLY MAINTAINED FOR THE DURATION OF THE PROJECT TO PREVENT THE TRACKING OF SEDIMENT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

LIMESTONE CONSTRUCTION ENTRY DETAIL		
DATE: 5/20/16	APPR. BY: GSA	REVISION
SCALE: N.T.S.	DR. NO.: 02285	
DR. BY:	FILE: CONSTRUCT ENTRY.dwg	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

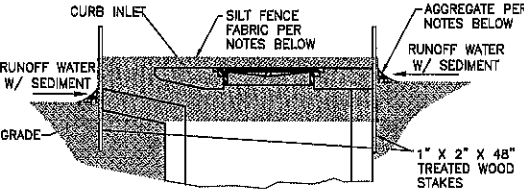


WRAP GRATE WITH SILT FENCE MATERIAL. REMOVE SEDIMENT OR REPLACE FABRIC AS NEEDED TO MAINTAIN FLOW INTO INLET

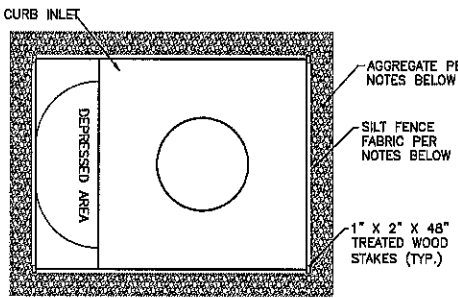


STORM DRAIN INLET PROTECTION DETAIL		
DATE: 5/20/16	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02285	
DR. BY:	FILE: INLET PROTECTION	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



ELEVATION VIEW

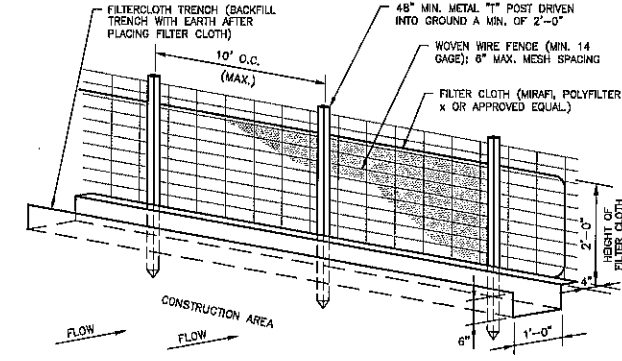


PLAN VIEW

- NOTES:
1. FENCE SHALL BE 10 OUNCE PER SQUARE YARD AND SHALL BE CUT FROM A CONTINUOUS ROLL TO AVOID JOINTS
 2. STAKES SHALL BE 1" X 2" TREATED WOOD OR EQUIVALENT METAL WITH A MINIMUM LENGTH OF 3 FEET.
 3. STAPLES SHALL BE OF HEAVY DUTY WIRE AT LEAST 1/2" LONG.
 4. STAPLES SHALL BE SPACED AROUND PERIMETER OF THE INLET A MAXIMUM OF 3 FEET APART AND SECURELY DRIVEN INTO THE GROUND (MINIMUM OF 8").
 5. A TRENCH SHALL BE EXCAVATED APPROXIMATELY 4" WIDE AND 4" DEEP AROUND THE OUTSIDE PERIMETER OF THE STAKES.
 6. THE FABRIC SHALL BE STAPLED TO THE WOODEN STAKES, AND 8" OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE HEIGHT OF THE FILTER BARRIER SHALL BE A MINIMUM OF 18" AND SHALL NOT EXCEED 18".
 7. THE TRENCH SHALL BE BACKFILLED AND THE SOIL COMPACTED OVER THE FABRIC.
 8. A 6" WIDE X 4" DEEP TRENCH OF DOT NO. 1 COARSE AGGREGATE SHALL BE FILLED AGAINST THE FENCE TO BE LEVEL WITH THE THROAT AND TOP OF INLET TO PREVENT EROSION WHERE GRADE MEETS FENCE.

SILT FENCE INLET SEDIMENT FILTER FOR CURB INLET DETAIL

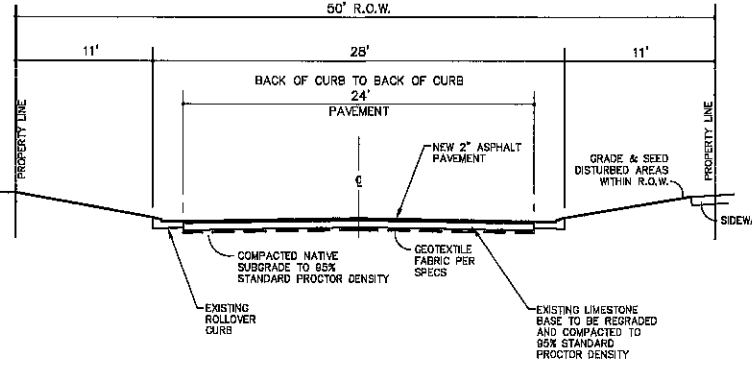
N.T.S.



- CONSTRUCTION SPECIFICATIONS
1. USE STEEL "T" POSTS THAT ARE 5 FEET IN LENGTH.
 2. INSTALL POSTS STARTING AT THE CENTER OF THE LOWEST POINT OF THE FENCE LINE. DRIVE POSTS 12 INCHES INTO THE GROUND.
 3. INSTALL POSTS ON 10-FOOT CENTERS IF METAL MESH FENCING IS TO BE USED AS ADDITIONAL SUPPORT. IF NO METAL FENCING SUPPORT IS USED, THEN INSTALL POSTS ON 8-FOOT CENTER OR LESS.
 4. EXCAVATE A TRENCH 4 INCHES DEEP BY 4 INCHES WIDE ON THE UPHILL SIDE OF THE FENCE POSTS.
 5. STAPLE OR TIE SILT FENCE FABRIC TO POSTS ON UPHILL SIDE, LEAVING 8 INCHES ON THE BOTTOM TO EXTEND DOWN AND ACROSS THE BOTTOM OF THE TRENCH.
 6. BACKFILL TRENCH AND TAMP DOWN OVER FABRIC.
 7. ALLOW 6-INCH OVERLAP AT JOINTS.
 8. MULCH BARE GROUND UPHILL OF SILT FENCE OR PROVIDE OTHER EROSION CONTROL MEASURES.
- MAINTENANCE:
1. REMOVE ACCUMULATED SEDIMENT ALONG THE FENCE WHEN IT HAS REACHED A THIRD TO A HALF OF THE FENCE HEIGHT. DO NOT PLACE SEDIMENT ON THE DOWNHILL SIDE.
 2. INSPECT WEEKLY AND AFTER EACH SIGNIFICANT STORM EVENT (GREATER THAN 1/2 INCH OF RAIN).
 3. REMOVE FENCE WHEN AREA ABOVE THE FENCE HAS BEEN STABILIZED.
 4. IF FABRIC IS TORN, THEN REPLACE WITH A NEW PIECE THAT STRETCHES TO POST ON EITHER SIDE OF THE TEAR.

SILT FENCE DETAIL		
DATE: 5/20/16	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02285 DWG-1	
DR. BY:	FILE: SILTFNC	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



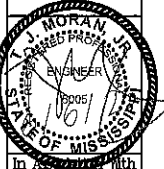
TYPICAL ROADWAY SECTION		
DATE: 5/18/16	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02221	
DR. BY:	FILE: RDSECT	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



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Bristol, MS 38935
Ph (228) 896-4733
Fax (228) 896-6769

TME
TERRY MORAN
ENGINEERING & SURVEYING



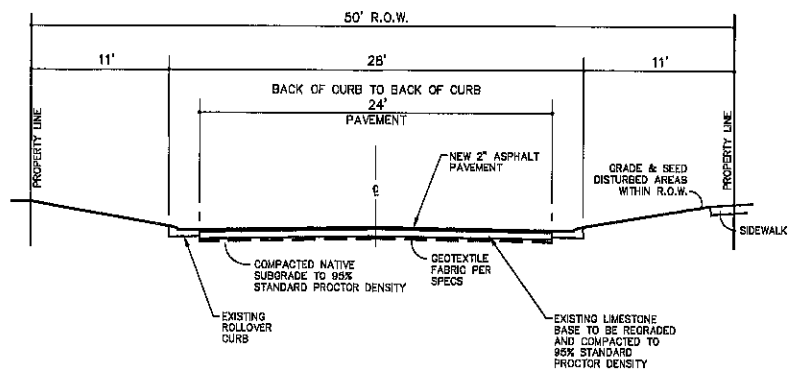
HENRICH & ASSOCIATES
RESIDENTIAL & COMMERCIAL DESIGN
1806 23rd Ave. Suite B Gulfport, MS 39501
Ph (228) 896-6769

CONSTRUCTION DETAILS
PALM HEIGHTS SUBDIVISION
1056 BEACH DRIVE
GULFPORT, MS

Sheet 6-6-23
Drawn By: SGC
Check By: RBH
REV

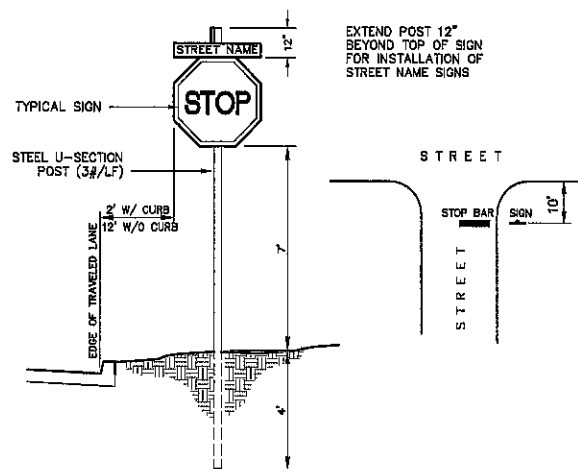
Sheet CD1
Project No. 22-020

CONSTRUCTION DETAILS

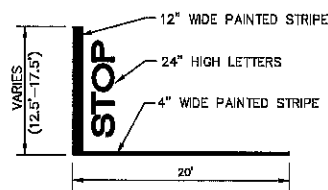


DATE: 5/19/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02521	R.O.W. & LIMESTONE/FLY ASH BASE
DR. BY:	FILE: RDSCOT	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



SIGN INSTALLATION DETAIL



STOP BAR DETAIL

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02565	
DR. BY:	FILE: STOP-SIGN	

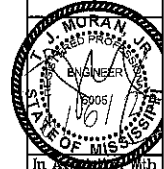


CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

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ENGINEERING & SURVEYING



HEINRICH & ASSOCIATES

RESIDENTIAL & COMMERCIAL DESIGN
1806 23rd Ave, Suite B - Gulfport, MS 39501
Ph: (228) 864-4768

CONSTRUCTION DETAILS

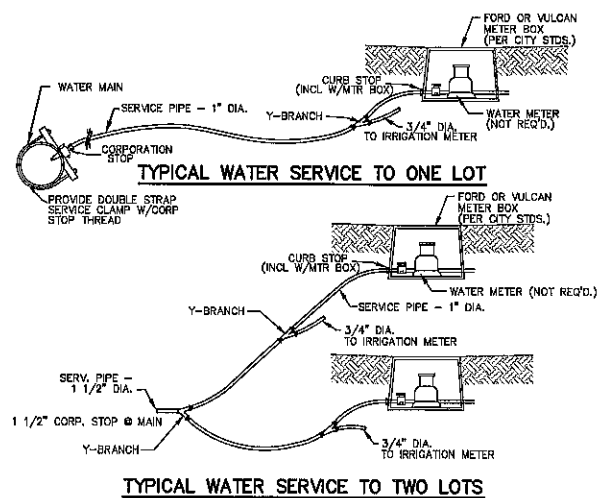
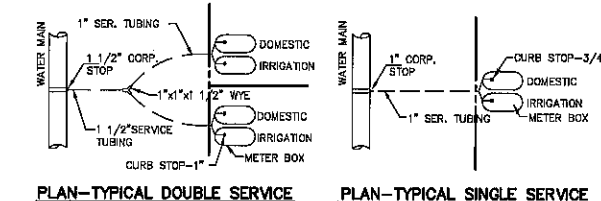
PALM HEIGHTS SUBDIVISION
1856 BEACH DRIVE
GULFPORT, MS

Sheet 8-4-21

Drawn By: S.G.C.
Check By: RBH
REV

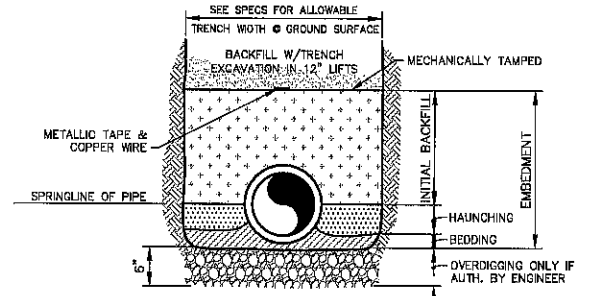
CD2

Project No 22-020



DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02861	
DR. BY:	FILE: WTRSV	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



FOR WATER MAINS, FORCE MAINS, GRAVITY SEWERS & CULVERT PIPE

PIPE EMBEDMENT AND BACKFILL

SHOULD ENGINEER DETERMINE THAT THE NATIVE MATERIAL AT THE BOTTOM OF THE TRENCH IS NOT A SUITABLE FOUNDATION FOR THE PIPE, HE MAY AUTHORIZE OVERDIGGING THE TRENCH A DEPTH OF 6 INCHES AND REPLACE WITH A SELECT FOUNDATION MATERIAL.

GENERALLY, LOOSE MATERIAL LEFT BY THE EXCAVATOR ON THE TRENCH BOTTOM AND SOFT MATERIAL SHAVED FROM THE TRENCH EXCAVATION WILL BE ADEQUATE FOR BEDDING THE PIPE SO THAT IT IS FULLY SUPPORTED.

THE HAUNCHING MATERIAL SHALL BE NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION AND THOROUGHLY COMPACTED TO THE SPRING LINE OF THE PIPE AND EXTENDING TO THE SIDE WALLS OF THE TRENCH. A MINIMUM 85 PERCENT STANDARD PROCTOR WILL BE CONSIDERED ADEQUATE COMPACTION.

THE INITIAL BACKFILL (NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION) MAY THEN PROCEED TO A HEIGHT OF 12 INCHES ABOVE THE TOP OF THE PIPE AND MECHANICALLY TAMPED. FURTHER BACKFILL SHALL NOT PROCEED UNTIL INITIAL BACKFILL HAS BEEN OBSERVED BY ENGINEER.

SHOULD ENGINEER DETERMINE THAT THE NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION IS NOT SUITABLE FOR EMBEDMENT, HE MAY AUTHORIZE THE USE OF A SELECT BEDDING MATERIAL.

FURTHER BACKFILL UTILIZING MATERIAL FROM TRENCH EXCAVATION MAY THEN PROCEED TO THE ORIGINAL GROUND SURFACE IN 12 INCH LIFTS COMPACTED TO ELIMINATE AIR VOIDS. IN AREAS WHERE THE GROUND SURFACE IS TO RECEIVE PAVEMENT, A MINIMUM 85 PERCENT STANDARD PROCTOR FOR EACH LIFT SHALL BE CONSIDERED ADEQUATE COMPACTION.

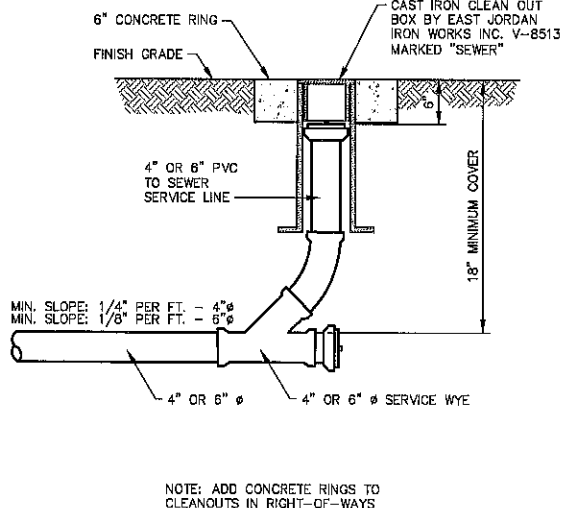
CONTRACTOR SHALL MAINTAIN TRENCH BACKFILL AT ORIGINAL GROUND SURFACE UNTIL FINAL ACCEPTANCE OF THE WORK.

ALL SURPLUS MATERIALS NOT USED IN BACKFILLING SHALL BE REMOVED AND DISPOSED OF BY CONTRACTOR AT HIS OWN EXPENSE.

METALLIC TAPE WILL BE PLACED IN THE BACKFILL 12 INCHES ABOVE THE TOP OF PVC WATER MAINS, SEWAGE FORCE MAINS, AND PVC GRAVITY SEWER MAINS WITH LETTERING FACING UP.

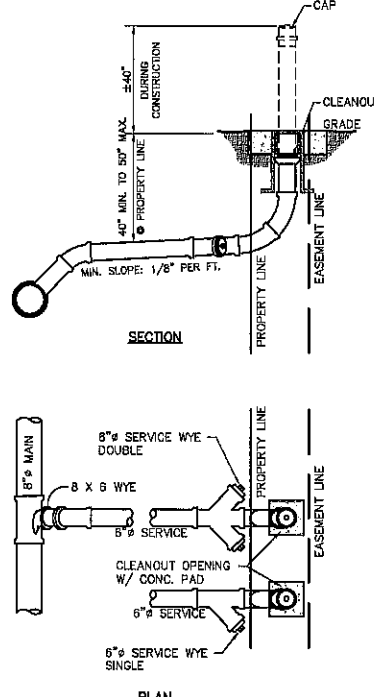
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02860	
DR. BY:	FILE: PIPEBED2	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02730 DWG-2	
DR. BY:	FILE: CLEANOUT	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

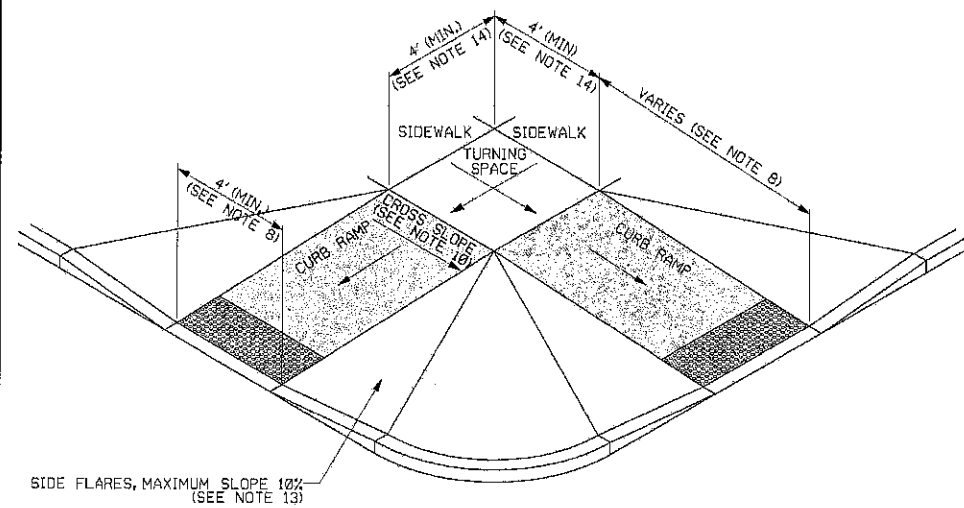


DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02730 DWG 3	
DR. BY:	FILE: SWSRV	

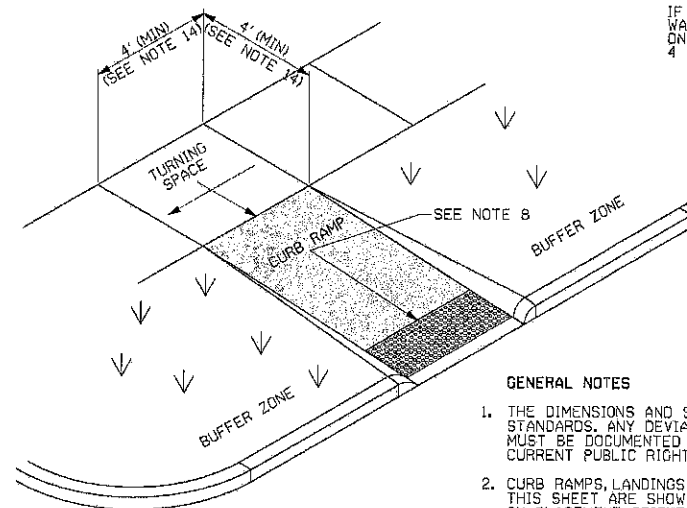
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



CONSTRUCTION DETAILS

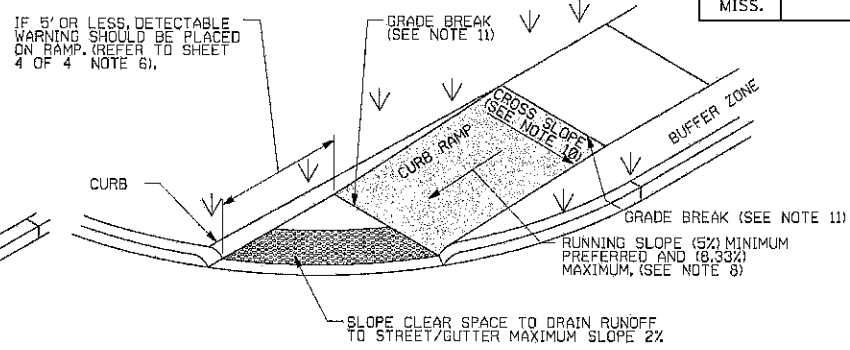


TYPE 1 - PERPENDICULAR CURB RAMP



TYPE 2 - PERPENDICULAR RETURNED CURB RAMP

SIDES OF CURB RAMP MAY BE RETURNED, PROVIDING USEFUL DIRECTIONAL CUES, IF PROTECTED FROM CROSS TRAVEL BY LANDSCAPING, STREET FURNITURE, POLES, OR EQUIPMENT.



TYPE 3 - ALTERNATE PERPENDICULAR RETURNED CURB RAMP

GENERAL NOTES

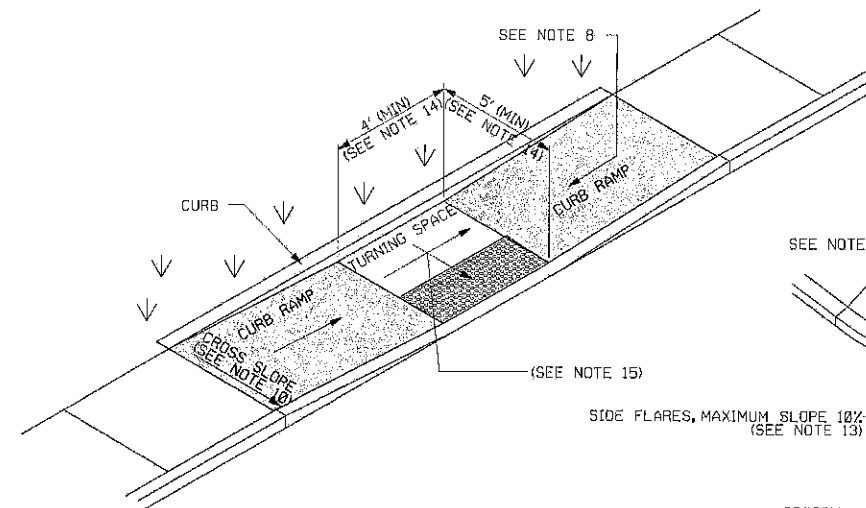
1. THE DIMENSIONS AND SLOPES PRESENTED IN THE DETAILS ARE THE MINIMUM NECESSARY TO COMPLY WITH THE ADA AND MDOT STANDARDS. ANY DEVIATION LESS THAN THE MINIMUM WIDTH OR GREATER THAN THE MAXIMUM SLOPE FROM THESE STANDARDS MUST BE DOCUMENTED WITH THE STANDARDS BEING MET TO THE GREATEST EXTENT PRACTICABLE AND CONSISTENT WITH THE MOST CURRENT PUBLIC RIGHT-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG).
2. CURB RAMP, LANDINGS AND BLENDED TRANSITIONS MAY REQUIRE THE USE OF DETECTABLE WARNINGS. DETECTABLE WARNINGS ON THIS SHEET ARE SHOWN FOR ILLUSTRATION ONLY. REFER TO THE DETECTABLE WARNING DETAILS ON SHEET 4 OF 4 FOR DETAILS ON PLACEMENT, ORIENTATION & DIMENSIONS.
3. THE LOCATION, ORIENTATION, AND TYPE OF CURB RAMP SHALL BE AS SHOWN IN THE PLANS.
4. ANY COMBINATION OF PERPENDICULAR, PERPENDICULAR RETURNED, AND PARALLEL CURB RAMP MAY BE USED TO ACHIEVE AN ACCESSIBLE DESIGN AS LONG AS THE BASIC REQUIREMENTS FOR CURB RAMP ARE MET.
5. CURB RAMP SHALL BE PAID FOR AS SIDEWALK.
6. THE THICKNESS OF THE CURB RAMP SHALL BE A MINIMUM OF 4".
7. BEYOND THE BOTTOM GRADE BREAK, A CLEAR SPACE OF 4' MINIMUM BY 4' MINIMUM SHALL BE PROVIDED WITHIN THE WIDTH OF THE PEDESTRIAN STREET CROSSING AND WHOLLY OUTSIDE THE PARALLEL VEHICLE TRAVEL LANE.

CURB RAMP NOTES:

8. THE CLEAR WIDTH OF CURB RAMP RUNS (EXCLUDING ANY FLARED SIDES), BLENDED TRANSITIONS, AND TURNING SPACES SHALL BE THE WIDTH OF THE SIDEWALK, OR 4' MINIMUM. THE RUNNING SLOPE OF A CURB RAMP SHALL BE 5% MINIMUM, AND 8.33% MAXIMUM (7.1% PREFERRED). THE RUNNING SLOPE OF BLENDED TRANSITIONS SHALL BE 5% MAXIMUM.
9. WHERE THE SLOPE OF THE ROADWAY EXCEEDS 8.33%, THE CURB RAMP LENGTH IS THE LENGTH NECESSARY TO MEET THE EXISTING SIDEWALK. IT IS NOT NECESSARY THAT THE RAMP EXCEED 15'.
10. THE CROSS SLOPE OF CURB RAMP, BLENDED TRANSITIONS, AND TURNING SPACES SHALL BE 2% MAXIMUM (1.5% PREFERRED). AT PEDESTRIAN STREET CROSSINGS WITHOUT YIELD OR STOP CONTROL AND AT MIDBLOCK PEDESTRIAN STREET CROSSINGS, THE CROSS SLOPE IS PERMITTED TO EQUAL THE STREET OR HIGHWAY GRADE.
11. GRADE BREAKS AT THE TOP AND BOTTOM OF CURB RAMP RUNS SHALL BE PERPENDICULAR TO THE DIRECTION OF THE RAMP RUN. GRADE BREAKS SHALL NOT BE PERMITTED ON THE SURFACE OF RAMP RUNS AND TURNING SPACES. SURFACE SLOPES THAT MEET AT GRADE BREAKS SHALL BE FLUSH.
12. RAMP TRANSITIONS BETWEEN WALKS, TURNING SPACES, LANDINGS, GUTTERS, OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT VERTICAL CHANGES.
13. WHERE A PEDESTRIAN CIRCULATION PATH CROSSES THE CURB RAMP, FLARED SIDES SHALL BE SLOPED 10% MAXIMUM, MEASURED PARALLEL TO THE CURB LINE.

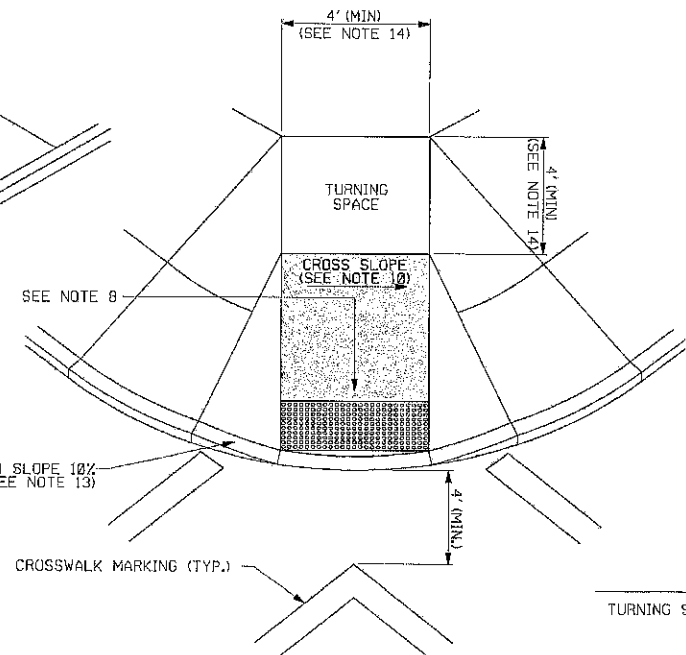
TURNING SPACE NOTES:

14. A TURNING SPACE 4' MINIMUM BY 4' MINIMUM SHALL BE PROVIDED AT THE TOP OF PERPENDICULAR RAMP AND AT THE BOTTOM OF PARALLEL RAMP. TURNING SPACES ARE ALLOWED TO OVERLAP OTHER TURNING SPACES AND CLEAR SPACES. IF THE TURNING SPACE IS CONSTRAINED BY A CURB, WALL, OR OTHER OBSTRUCTION, THE TURNING SPACE SHALL BE 4' MINIMUM BY 5' MINIMUM, WITH THE 5' DIMENSION PROVIDED IN THE DIRECTION OF TRAVEL TOWARD THE CONSTRAINT.
15. THE RUNNING SLOPE OF TURNING SPACES SHALL BE 2% MAXIMUM (1.5% PREFERRED). THE CROSS SLOPE OF TURNING SPACES SHALL BE 2% MAXIMUM (1.5% PREFERRED). AT PEDESTRIAN STREET CROSSINGS WITHOUT YIELD OR STOP CONTROL AND AT MIDBLOCK PEDESTRIAN STREET CROSSINGS, THE CROSS SLOPE SHALL BE PERMITTED TO EQUAL THE STREET OR HIGHWAY GRADE.
16. BEYOND THE BOTTOM GRADE BREAK, A CLEAR SPACE 4' MINIMUM BY 4' MINIMUM SHALL BE PROVIDED WITHIN THE WIDTH OF THE PEDESTRIAN STREET CROSSING AND WHOLLY OUTSIDE THE PARALLEL VEHICLE TRAVEL LANE.
17. THE COUNTER SLOPE OF THE GUTTER OR STREET AT THE FOOT OF CURB RAMP RUNS, BLENDED TRANSITIONS, AND TURNING SPACES SHALL BE 5% MAXIMUM. IT IS BEST PRACTICE TO PROVIDE A 2" LEVEL STRIP AT THE GUTTER IF THE GRADE BREAK EXCEEDS 11%.



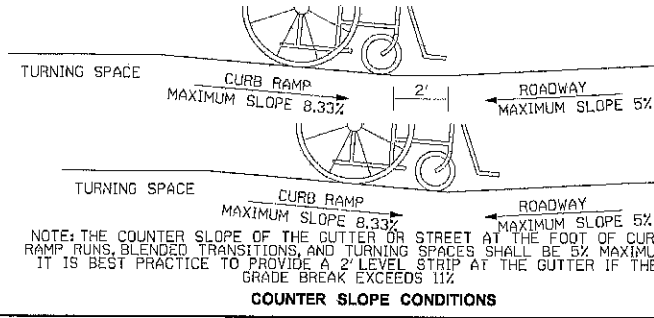
TYPE 4 - PARALLEL CURB RAMP

THE CURB BEHIND THE TURNING SPACE AND RAMP IS NOT REQUIRED BUT IS SUGGESTED FOR RETAINING SOIL AND PROVIDING AN EDGE FOR PEDESTRIANS WITH VISUAL IMPAIRMENTS.



TYPE 5 - DIAGONAL CURB RAMP

DIAGONAL CURB RAMP ARE UNACCEPTABLE IN NEW CONSTRUCTION. THEY MAY BE USED FOR ALTERATIONS ONLY IF IT IS THE ONLY OPTION THAT WILL WORK.



COUNTER SLOPE CONDITIONS

MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
CURB RAMP	
RAMP DESIGN ELEMENTS	
SHEET 1 OF 4	
FILENAME: SDCCR.DGN	
DATE: 12/6/13	
DESIGN TEAM: _____	
CHECKED: _____	
DATE: 12/6/13	
WORKING NUMBER: SDCCR-1	
SHEET NUMBER: _____	

CURB RAMP	
DATE: 5/20/15	APPR. BY: BCM
SCALE: N.T.S.	DR. NO.: 02522
DR. BY:	DR. NO.: CURB RAMP 1
CITY OF GULFPORT	
STANDARD CONSTRUCTION DETAILS	



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TME
TERRY MORAN
ENGINEERING & SURVEYING

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
IN ACCORDANCE WITH

HEINRICH & ASSOCIATES
RESIDENTIAL & COMMERCIAL DESIGN
1802 23rd Ave. Suite B - Gulfport, MS 39501
Ph (228) 866-6768

CONSTRUCTION DETAILS
Palm Heights Subdivision
1836 BEACH DRIVE
GULFPORT, MS

Sheet 8-4-21
Drawn By: S.C.C.
Check By: R.H.
REV

Project No 22-020

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 which are hereby acknowledged, Gulf Coast Company, Inc., a Mississippi business corporation which has heretofore filed a statement of Intent to Dissolve, does hereby sell, convey, and warrant unto William Carey College, a non profit corporation, all property, real, personal, or mixed, no matter where situated or how comprised, of which Gulf Coast Company, Inc., is possessed, including, but not limited to, the following described property located in the South Half of Section 32, Township 7 South, Range 10 West, Harrison County, Mississippi:

Beginning at an iron stake where the dividing line between Lots 71 and 72 intersects the north boundary line of the asphalt service road, running east and west between Gulfport and Biloxi; then running in a southwesterly direction along the north boundary of said asphalt road a distance of 410 feet to an iron stake; thence in a northerly direction 505 feet, more or less, to an iron stake at the northeast corner of the old covered board walk which formerly connected the Junior and Senior Departments of Gulf Coast Military Academy; thence in a westerly direction along the north boundary line of the old covered board walk a distance of 200 feet, more or less, to an iron stake 20 feet east of the east boundary line of the present Money property; thence north parallel to the east line of the Money property a distance of 1025 feet, more or less, to a point on the south right of way of the Louisville and Nashville Railroad; thence in a northeasterly direction along the south right of way of said railroad to the northeast corner of Lot 72; thence South along the east boundary line of said Lot 72 a distance of 1609 feet, more or less, to a point of beginning, including all appurtenances pertaining to said property, all personal property located thereon, and any and all other lands conveyed to Mississippi Gulf Coast Corporation in that certain general Warranty Deed recorded at Deed Book 476, page 506 of Public Records of Harrison County, Mississippi.

By accepting this Warranty Deed, the Grantee, William Carey College, assumes the obligation to pay all debts and liabilities of the Grantor under that certain Deed of Trust recorded in Book 438, pages 153-159.

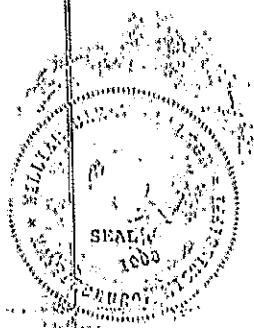
This conveyance is made pursuant to the authority of Section 79-3-173, Mississippi Code, 1972, and is for the purpose of conveying the assets of Gulf Coast Company, Inc., to William Carey College, a non profit corporation, which is the sole shareholder of the stock of Gulf Coast Company, Inc.

WITNESS the signatures of the President and Secretary of Gulf Coast Company, Inc., on this, the 5th day of March, 1982.

GULF COAST COMPANY, INC.

BY: J. Ralph Noonkester
PRESIDENT

BY: H. Dickens
SECRETARY

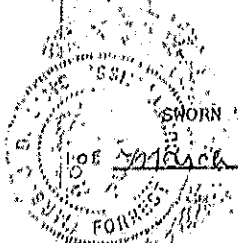


STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority, James R. Noonkester and Hugh L. Dickens, personally known to me to be President and Secretary, respectively, of Gulf Coast Company, Inc., a Mississippi business corporation, who each stated to me that he signed, executed, and delivered the foregoing Warranty Deed in his capacity as such officer of Gulf Coast Company, Inc., as his own free and voluntary act and deed, and as the free and voluntary act and deed of said corporation.

J. Ralph Noonkester
PRESIDENT

H. Dickens
SECRETARY



SHOWN TO AND SUBSCRIBED before me on this, the 5th day of March, 1982,

Wm. D. Dins
NOTARY PUBLIC

My Commission Expires August 1, 1985.
My Commission Expires August 1, 1985.

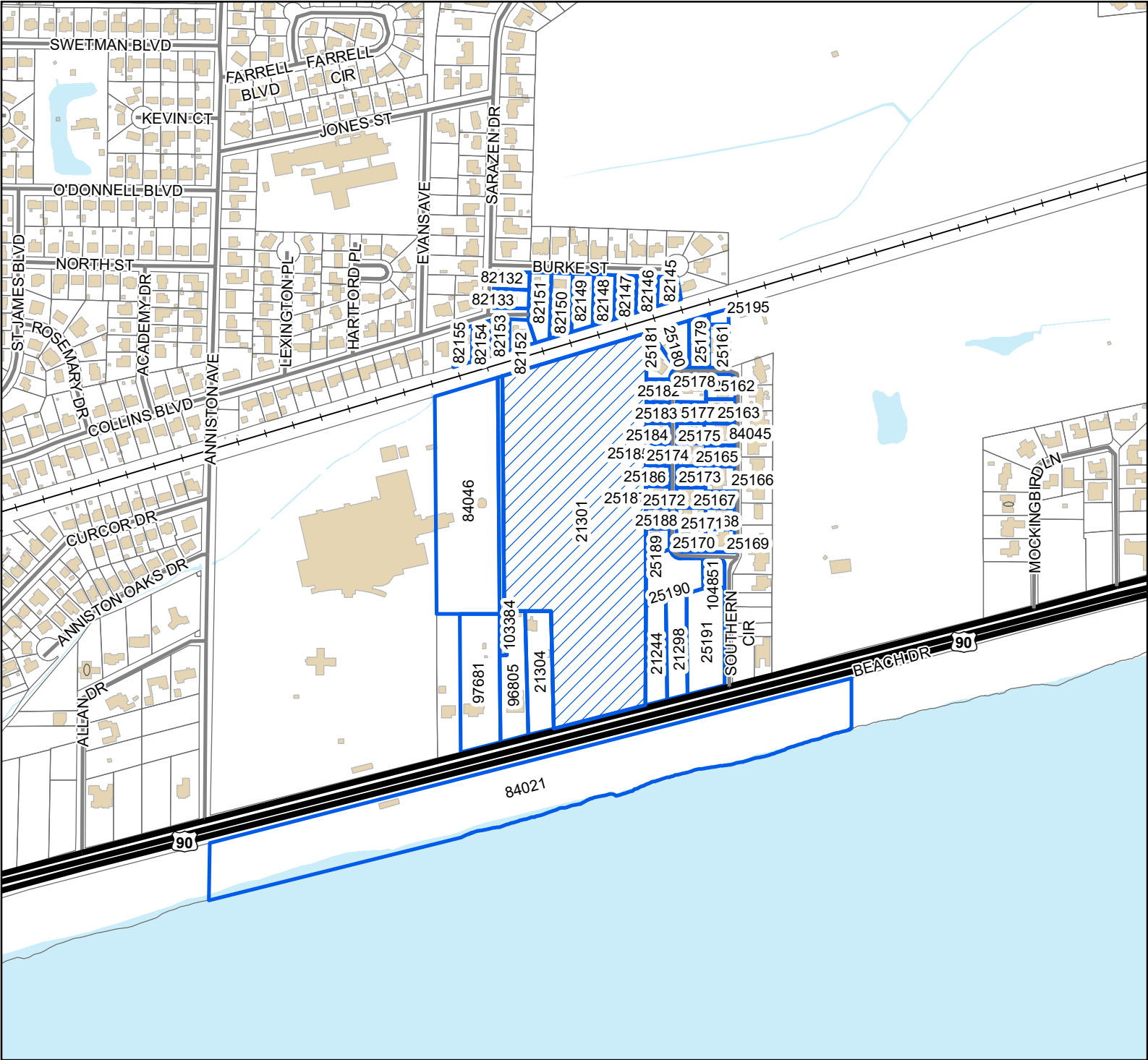
1260

STATEMENT OF FEES
First Page 12.00
Add. Pages 1.00
Abstracting Section 1.00
Mortgage Entry 4.00
Total Fees 18.00

STATE OF MISSISSIPPI, COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT:
I hereby certify that this instrument was received and filed for record at 10 o'clock and 00 minutes 14 M. on 14 day of March, A.D. 19 82 and recorded March 15, 1982 in Records of Deeds, Book 367, Page 368.
By Wm. D. Dins D.C.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			WILLIAM CAREY UNIVERSITY (OWNER)	710 WILLIAM CAREY PKWY	HATTIESBURG	MS	39402
			ELLIOTT HOMES, LLC (AGENT)	1402 PASS ROAD	GULFPORT	MS	39501
			Adjacent Property Owners				
	25177	10100-02-037.000	JENNER CHRISTIE ELLEN	306 SOUTHERN CIR	GULFPORT	MS	39507
	25189	10100-02-029.000	HANNUM BOB & DEBBIE	351 SOUTHERN CIRCLE	GULFPORT	MS	39507
103384	10100-02-051.003		DOUGLAS JOHN WILLIAM & CANDACE	1828 BEACH DRIVE	GULFPORT	MS	39507
	25169	10100-02-046.000	WIECK TERESA M & MARTIN JEFFERY R	205 SOUTHERN CIRCLE	GULFPORT	MS	39507
	25170	10100-02-031.000	SMITH LYNN L & MELISSA S	350 SOUTHERN CIRCLE	GULFPORT	MS	39507
	25179	10100-02-019.000	BERTUCCI FELIX J III	282 SOUTHERN CIR	GULFPORT	MS	39507
	25163	10100-02-040.000	FAERBER DONALD EDWARD -ESTATE-	247 SOUTHERN CIRCLE	GULFPORT	MS	39507
	25184	10100-02-024.000	O'CONNOR SYLVIA J	5337 LOST OAK DR	BATON ROUGE	LA	70817
	25181	10100-02-021.000	JONES DAVID W	291 SOUTHERN CIR	GULFPORT	MS	39507
	84045	10100-02-041.000	BRAWDY ANTHONY DUANE & JENNIFER L	239 SOUTHERN CIR	GULFPORT	MS	39507
	82147	10100-01-002.016	BULEY DONALD W & KAREN C	2412 BURKE STREET	GULFPORT	MS	39507
	82152	10100-01-002.021	WILLIAMS KYLE M	2430 COLLINS BLVD	GULFPORT	MS	39507
N	21301	10100-02-050.000	WILLIAM CAREY COLLEGE				0
	82132	10100-01-002.001	DOMINGUEZ MACARIO A & CYNTHIA -TR-	9169 VICTORIA CIRCLE	GULFPORT	MS	39507
	25187	10100-02-027.000	CARRELL WILLIAM THOMAS & EMMA SIU	337 SOUTHERN CIRCLE	GULFPORT	MS	39507
	82148	10100-01-002.017	CALDWELL VIRGINIA CLAIR & JAMES BYR	980 COURTHOUSE RD	GULFPORT	MS	39507
	21304	10100-02-051.000	DOUGLAS CAROL	1830 BEACH DRIVE	GULFPORT	MS	39507
	82150	10100-01-002.019	LEE KATHRYN & LEE MICHELLE	2406 BURKE ST	GULFPORT	MS	39507
	25161	10100-02-018.000	PAGAN ADALBERTO GIRON & TERESA R	264 SOUTHERN CIR	GULFPORT	MS	39507
	25162	10100-02-039.000	GASTON MICHAEL WELD & JUDY COOK	251 SOUTHERN CIRCLE	GULFPORT	MS	39507
	25173	10100-02-034.000	JOHNSON RACHEAL L	334 SOUTHERN CIRCLE	GULFPORT	MS	39507
	96805	10100-02-051.002	DOUGLAS JOHN WILLIAM & CANDACE	1828 BEACH DRIVE	GULFPORT	MS	39507
N	84046	10100-02-052.000	UNITED STATES OF AMERICA	370 N CAPITOL ST BOX 1303	WASHINGTON	DC	20317
	25172	10100-02-033.000	RADIX PAMELA A	336 SOUTHERN CIR	GULFPORT	MS	39507
	25167	10100-02-044.000	WALLER MARY LOU W ETAL	217 SOUTHERN CIR	GULFPORT	MS	39507
	25188	10100-02-028.000	KENDRICK JAMES L & ELIZABETH C	339 SOUTHERN CIRCLE	GULFPORT	MS	39507
	25185	10100-02-025.000	ROGERS ROSE MARIE	333 SOUTHERN CIR	GULFPORT	MS	39507
	25168	10100-02-045.000	PICKETT KELLY M	211 SOUTHERN CIR	GULFPORT	MS	39507
N	25195	10100-02-017.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
	25171	10100-02-032.000	ORR CHARLOTTE C -TRUSTEE-	338 SOUTHERN CIR	GULFPORT	MS	39501
	25190	10100-02-030.000	SAMUEL BARRY -TRUSTEE-	340 VINCENT AVE	METAIRIE	LA	70005
104851	10100-02-047.002		COX ELIZABETH STEWART	133 SOUTHERN CIR	GULFPORT	MS	39507
	25166	10100-02-043.000	KELTON ROBERT E SR	2230 BEACH DR, UNIT 1208	GULFPORT	MS	39507

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	82153	10100-01-002.022	SAMS MARY MELISSA	2428 COLLINS BLVD	GULFPORT	MS	39507
	25180	10100-02-020.000	DELK C DAVID	288 SOUTHERN CIR	GULFPORT	MS	39507
	25182	10100-02-022.000	LESLIE ANN GWIN -TRUSTEE-	323 SOUTHERN CIRCLE	GULFPORT	MS	39507
	25165	10100-02-042.000	MILLER EDWARD O & S DIANE	233 SOUTHERN CIR	GULFPORT	MS	39507
	25174	10100-02-035.000	O'REILLY LOUIS P & JOAN M	332 SOUTHERN CIR	GULFPORT	MS	39507
N	84021	10100-03-001.000	GULFPORT CITY OF	P O BOX 76	JACKSON	MS	39205
	82151	10100-01-002.020	HOLDEN DENTON E & TOSHIKO	2404 BURKE STREET	GULFPORT	MS	39507
	82146	10100-01-002.015	GOODNIGHT GEORGE L & THERESA L	2414 BURKE STREET	GULFPORT	MS	39507
	25183	10100-02-023.000	KILPATRICK LARRY E JR & LAURA F	325 SOUTHERN CIR	GULFPORT	MS	39507
	25175	10100-02-036.000	ANDERSON JANIS J -TRUSTEE	330 SOUTHERN CIR	GULFPORT	MS	39501
	82155	10100-01-002.024	LANGSTON JOANNE YOUNG	2424 COLLINS	GULFPORT	MS	39507
	82149	10100-01-002.018	ISELL TIMOTHY T & JUDY D	2408 BURKE ST	GULFPORT	MS	39507
	25178	10100-02-038.000	OLSEN JOHN KEVIN JR & AMY FORD	304 SOUTHERN CIR	GULFPORT	MS	39507
	82145	10100-01-002.014	SULLIVAN PATRICK R	2416 BURKE STREET	GULFPORT	MS	39507
	82133	10100-01-002.002	BOUVETTE CHARLES S & LISA F	606 SARAZEN DR	GULFPORT	MS	39507
	82154	10100-01-002.023	CAPIOLA ANDREW JOSEPH	2426 COLLINS BLVD	GULFPORT	MS	39507
	25186	10100-02-026.000	HANNA HUGH BOYD JR & ELIZABETH LANE	335 SOUTHERN CIRCLE	GULFPORT	MS	39507
	21244	10100-02-049.000	SAMUEL BARRY -TRUSTEE-	340 VINCENT AVE	METAIRIE	LA	70005
	97681	10100-02-052.001	WARR BRENT & LAURA	1814 BEACH DR	GULFPORT	MS	39507
	21298	10100-02-048.000	MAVAR KAREN W -TRUSTEE-	2314 N COUNTRY CLUB LANE	BILOXI	MS	39532
	25191	10100-02-047.000	HERCHENHAHN JERRY T & CHERIE M	45 HARDY CT STE #260	GULFPORT	MS	39507



Legend

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

0 90 180 270
Yards

1 inch = 600 feet



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

RE: General Plan 2307PC083, by agent Elliott Homes LLC, Tax Parcel 1010O-02-050.000, seeking approval of General Plan for a new 78-lot subdivision (Palm Heights) at 1856 Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, July 27, 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 Planning Commission for **Thursday, July 27, 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.



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	441421	Print Legal Ad-IPL01303580 - IPL0130358		\$92.65	2	62 L

Attention: Matilda Welch
GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

LEGAL NOTICE PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, July 27, 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.

Planning Commission Approval 2307PC071, by owner Daniel Chirinos, seeking approval for a home occupation administrative office use for a ride share company at Tax Parcel 0908J-01-001.099, 11345 Mia Dr, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2307PC072, by agents Advanced Bldg Specialties, Inc & Taylor Higgason, seeking approval for a convenience store use in a B-2 Zoning District at Tax Parcel 0808P-01-009.000, 14165 Dedeaux Rd, Zoned B-2 (General business), Ward 5

General Plan 2307PC083, by agent Elliott Homes LLC, Tax Parcel 10100-02-050.000, seeking approval of General Plan for a new 78-lot subdivision (Palm Heights) at 1856 Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

General Plan 2307PC084, by agent Rumsey Engineering, Tax Parcels 0807F-01-003.000 & 0807F-01-004.000, seeking approval of a new 84-lot, single family residential development (Swan Ridge) at 15221 & 15201 Swan Rd, Zoned R-1-10 (Single-family), Ward 7

Zoning Text Amendment 2301PC008, by City of Gulfport, Amendments to the Accessory Building Ordinance Sec. IV. Supplementary regulations. (2) Accessory building; to consider changes to limitations on size, height, setbacks, number allowed, and definitions.

Zoning Text Amendment 2302PC016, by agent David P. Sullivan, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III. (K), (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+ zoning districts.

Zoning Map Amendment 2307PC070, by owner Michael Wilson, Requesting to rezone Tax Parcel 0807H-01-010.001 from R-1-15 (Single-family) to R-E (Residence estate), South Swan Rd, Ward 7

Zoning Map Amendment 2307PC076, by agent Johnathan Marshall, Requesting to rezone Tax Parcel 0808M-03-006.000 from R-B (Residence-business) to B-1 (Neighborhood business), 11149 Old Hwy 49, Ward 7

Zoning Map Amendment 2307PC077, by agent Schwartz, Orgler, and Jordan, PLLC, Requesting to rezone Tax Parcel 0711O-03-034.000 from T4+ (General Urban Zone "Plus") to T5 (Urban Center Zone), 4310 W Beach Blvd, Ward 2

Zoning Map Amendment 2307PC079, by owner Jeanette Ladner, Requesting to rezone Tax Parcel 0711P-01-002.000 from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), W Beach Blvd, Ward 2

This the 5th day of July 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0130358
Jul 12 2023

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Dallas County, Texas personally appeared Stefani Beard, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue(s) of:

1 insertion(s) published on:
07/12/23

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

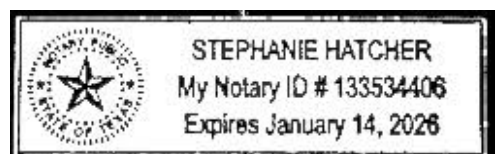
Stefani Beard

Sworn to and subscribed before me this 19th day of July in the year of 2023

Stephanie Hatcher

Notary Public

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



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

MEMORANDUM

To: City of Gulfport Planning Commission

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

Date of Hearing: July 27, 2023

Re: General Plan 2307PC084:

General Plan 2307PC084, by agent Rumsey Engineering, Tax Parcels 0807F-01-003.000 & 0807F-01-004.000, seeking approval of a new 84-lot, single family residential development (Swan Ridge) at 15221 & 15201 Swan Rd, Zoned R-1-10 (Single-family), Ward 7

Technical Report

*General Plan
(Swan Ridge)*

GENERAL INFORMATION

Case File Number: 2307PC084

Hearing Date: July 27, 2023

Current Zoning/Use: R-1-10 / Vacant

Legal: General Subdivision Plan 2307PC084, by agent Rumsey engineering, tax parcels 0807F-01-003.000& 0807F-01-004.000, Approval of a General Plan for 84-lot subdivision (Swan Ridge), S Swan Rd, Zoned R-1-10, Ward
7

TECHNICAL DETAILS

The applicant requests approval of a General Plan to convert 35.2 acres of land into an 84-lot, residential subdivision named Swan Ridge. This property had a home on it years ago, but has sat vacant for a minimum of five years. In addition, this General Plan was previously approved by the Planning Commission on March 24, 2022 with several conditions. (2204PC045). The applicant did not submit the final plat within the required (1) year time frame per the City of Gulfport Ordinance. Therefore, the applicant must re-submit the General Plan and must go through the process again.

Subdivision regulations require a multitude of items for development and this project meets and does not meet several of them.

A. Meets:

- a. Lot sizes
- b. Lot access to planned public roads
- c. Right-of-way width 60 feet. Article III (9-50)(B)(13)

B. Does not meet:

- a. This project does not incorporate natural features and trees preservation into the project development. Supplementary Design Standards Appendix A Sec. IV (2)

EXECUTIVE SUMMARY

This project was previously approved by the Planning Commission on March 24, 2022. The applicant did not submit the final plat within the required (1) year period per the City of Gulfport Ordinance. Therefore, the applicant must re-submit the General Plan and must go through the process again.

Any approval should consider these conditions:

- 1. All construction to conform to City Construction Standards
- 2. Lot 3 – 14" magnolia
- 3. Lot 45 – 25" Live Oak
- 4. Lot 36 – all 12 protected trees

Technical Report

*General Plan
(Swan Ridge)*

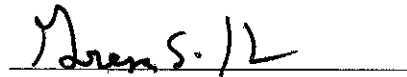
5. Lot 35 – 30” live oak
6. All these protected trees need to be preserved & protected. They will remain through the development of the property & during the building phase.
7. Fire Access Road; Verify who will maintain road.
8. Verify transition to paved Swan Ridge Circle.
9. Verify Gates at each end. Knox Locks on each gate.

DEPARTMENTAL CONDITIONS

<u>Engineering:</u>	No conditions. Memo dated 7/17/2023.
<u>Public Works:</u>	No conditions. Memo dated 7/17/2023.
<u>Traffic and Safety:</u>	No conditions. Memo dated 7/17/23.
<u>Building Code Services:</u>	Conditions. Must meet all current Building Codes and City of Gulfport Ordinances. Memo dated 7/11/23.
<u>GIS:</u>	No conditions. Memo dated 7/17/23.
<u>Police Department:</u>	No conditions. Memo dated 7/12/23.
<u>Fire Department:</u>	Conditions. Fire Access Road; Verify who will maintain road. Verify transition to paved Swan Ridge Circle. Verify if there is an apron. Verify Gates at each end. Knox Locks on each gate. Memo dated 7/12/23.
<u>City Arborist:</u>	Conditions. Lot 3 – 14” magnolia, Lot 45 – 25” Live Oak, Lot 36 all 12 protected trees, Lot 35 – 30” live oak. All these protect trees need to be preserved & protected. They will remain through the development of the property & during the building phase. Memo dated 7/11/23

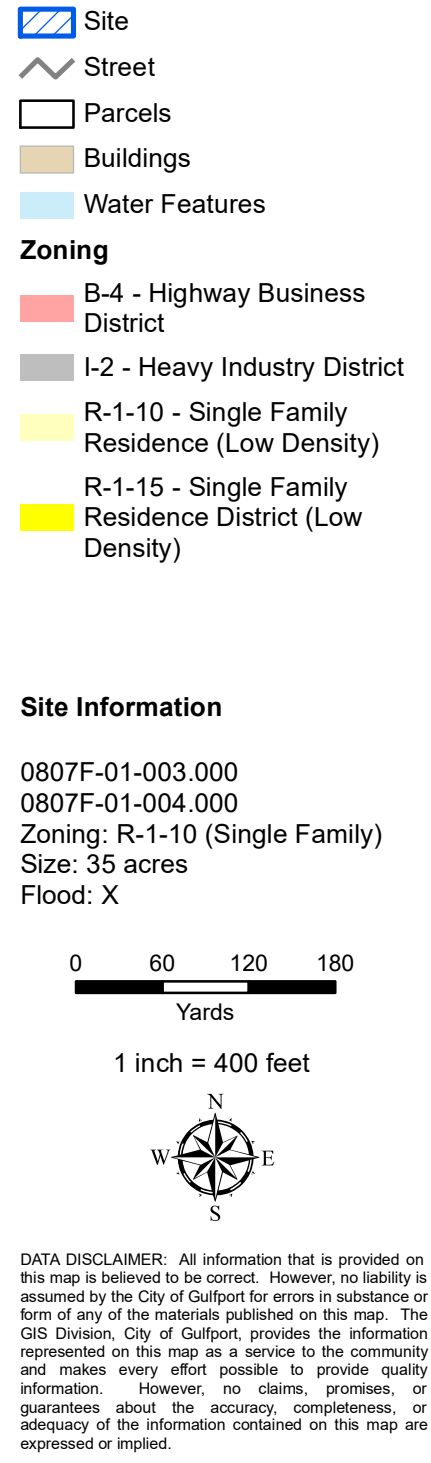
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Holmes

Director of Urban Development Department





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

For Staff Use Only

Case File #: 2307PC084Date Received: 6/9/2023

Receipt #: _____

Received By: KBZoning: R-1-10Ward: 7 Flood: XSize: 35 acres

APPLICATION FOR GENERAL SUBDIVISION PLAN

Property Information

TAX PARCEL #	0	8	0	7	F	-	0	1	-	0	0	3	●	0	0	0
	0	8	0	7	F	-	0	1	-	0	0	4	●	0	0	0
						-			-				●			

(If necessary, use separate sheet of paper)

Address of Property Involved: 15221 and 15201 South Swan Road, Gulfport, Mississippi 39503

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

General Location: 4 miles North of I-10, 0.6 miles East of Highway 49 and 1.4 miles West of Three Rivers Road

GENERAL DESCRIPTION OF REQUEST:

Resubmittal for a newly constructed single family residential development named Swan Ridge

84 lots

OWNERSHIP AND CERTIFICATION:

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

OWNER

Kirk L. Ladner

Printed Name Of Owner

18226 Highway 53

Mailing Address

Gulfport

Mississippi

39503

City

State

Zip code

228-832-2151

228-380-2151

Home Phone

Work/Cell Phone

Email

Signature Of Owner

AGENT

Rumsey Engineering - Lawrence C. Rumsey, P.E.

Printed Name Of Agent

910 Howard Avenue

Mailing Address

Biloxi

Mississippi

39530

City

State

Zip code

228-432-9344

228-380-0559

Home Phone

Work/Cell Phone

rcei@rumseyengineering.com

Email

Signature Of Agent

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



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

ACTING AGENT AUTHORIZATION FORM

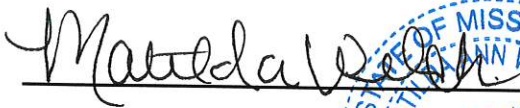
I, Kirk L. Ladner, authorize Lawrence C. Rumsey of Rumsey Consulting Engineering, Inc., to act as my agent in all matters regarding the proposed subdivision development of Swan Ridge, located at 15221 South Swan Road, Gulfport, Mississippi 39530.



Kirk L. Ladner, Owner

Before me, the undersigned authority in and for the State of Mississippi, County of Jackson, personally appeared the aforementioned, Kirk L. Lander, who acknowledged that he signed and delivered the foregoing acting agent authorization form on the day and year therein mentioned.

Witness my signature and official seal of the office this 9th day of June, 2023.



Notary Public



**DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR
SWAN RIDGE SUBDIVISION
STATE OF MISSISSIPPI
COUNTY OF HARRISON**

DECLARANT

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SWAN RIDGE SUBDIVISION**

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EXHIBIT A - DESCRIPTION OF LAND INITIALLY COVERED BY DECLARATION
EXHIBIT B - CONSTRUCTION SPECIFICATIONS

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SWAN RIDGE SUBDIVISION**

STATE OF MISSISSIPPI

COUNTY OF HARRISON

DATE OF SIGNING: _____

BE IT KNOWN, that on the date set forth above, this Declaration of Covenants and Restrictions (this "**Declaration**") for the above-named subdivision of the Property (as defined below) is made by _____ ("**Declarant**"), a Mississippi limited liability company, by and through its duly authorized below-named representatives, who did depose and say that Declarant owns certain immovable property located in the above-named County and described in Exhibit A attached hereto together with the improvements thereon (collectively the "**Initial Property**").

WHEREAS, Declarant desires to establish a general plan of development for the Property (defined below) and to provide for the operation, administration, and maintenance of the Property (defined below) or portions of the Property. Declarant deems it advisable to create a residential planned community on the Property, with a homeowners association to perform the functions and activities more fully described in this Declaration and the other Community Documents.

NOW THEREFORE Declarant hereby establishes and imposes the following building, use and subdivision restrictions and restrictive covenants as charges affecting the Property:

**ARTICLE 1
DEFINITIONS**

The terms used in this Declaration will generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms in this Declaration (including the capitalized terms used above) will be defined as set forth in this Article 1. Additional terms may be defined in the body of this Declaration.

Intentionally omitted.

1.2. "Additional Land" means immovable property which may be, following the recordation of this Declaration and as of the date of any identification of Additional Land, added to the Property and subjected to this Declaration by Declarant, as described in Section 15.5.2, or as otherwise permitted in Section 2.2.

1.3. "Architectural Reviewer" means the entity having jurisdiction over a particular application for architectural approval. During the Development Period, the Architectural Reviewer is Declarant, Declarant's designee, or Declarant's delegatee. Thereafter, the Board-appointed Architectural Control Committee is the Architectural Reviewer.

1.4. "Articles of Incorporation" or "Articles" means the Articles of Incorporation of the Association, as filed with the Secretary of State for the State of Mississippi, as amended from time to time.

1.5. "Assessment" means any charge levied against a Lot or Owner by the Association, pursuant to this Declaration, any other Community Documents or law of the State of Mississippi.

1.6. "Association" means the _____ ASSOCIATION, INC., a Mississippi not-for-profit corporation, its successors and assigns, whose members are the Owners, and who is responsible for maintaining the Common Area of those portions of the Property in Swan Ridge Subdivision designated as residential on the Initial Plat and enforcing this Declaration in accordance with the terms and provisions of this Declaration. The Association is an association of Owners of all Lots in the

Property serving as a "homeowners association Said Association may be set up in the future.

1.7. "Board" means the Board of Directors of the Association.

1.8. "Builder" means any Person, other than Declarant or a Declarant Affiliate, who purchases: (i) one (1) or more Lots for the purpose of constructing Improvements for later sale to consumers, or (ii) parcels of land within the Property for further subdivision, development, and/or resale in the ordinary course of such Person's business. A Builder ceases to be a "Builder" as to a particular Lot if the Builder (or a Person authorized by Builder) occupies improvements constructed on that Lot as a residence; the Builder's status as a "Builder" continues with respect to any other: (a) Lots purchased for the purpose of constructing Improvements for later sale to consumers and which do not have improvements constructed thereon occupied by a Person as a residence, or (b) parcels of land purchased within the Property for further subdivision, development, and/or resale in the ordinary course of such Person's business and which do not have improvements constructed thereon which are occupied by a Person as a residence.

1.9. "Bylaws" means the Bylaws of the Association, as amended from time to time.

1.10. "Common Area" means portions of immovable property and improvements thereon that are owned and/or maintained by the Association, and as the term is defined in Section 1141.2(2) of the Act.

1.11. "Community Documents" means, singly or collectively as the case may be, this Declaration, the subdivision Plat, the Bylaws of the Association, the Association's Articles of Incorporation, and any rules of the Association, as any of these may be amended from time to time.,

1.12. "Declarant" means _____ which is developing the Property, or the successors and assigns of _____, which are designated a Successor Declarant by _____, or by any such successor and assign, in a recorded document, executed by both Declarant and Successor Declarant in the case of a voluntary assignment. In executing this instrument, Declarant is the appearer.

1.13. "Declarant Affiliate" means a Person (other than Declarant) that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control, with Declarant. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Declarant, whether through the ownership of voting securities, by contract or otherwise.

1.14. "Declaration" means this document, as it may be amended from time to time.

1.15. "Development Period" means that period of time during which Declarant has certain rights pursuant to this Agreement, such as rights relating to governance, architectural control, development, construction, expansion, and marketing of the Property. The Development Period is for a term of years and does not require that Declarant own land described in Exhibit A or any Additional Land. The duration of the Development Period will be from the date this Declaration is recorded until the later of (1) 20 years after this Declaration is recorded, or (2) 60 days after title to one hundred percent (100%) of the Lots that may be created in the Property (including without limitation any and all Additional Land) have been improved with dwellings and conveyed to Owners other than Declarant, a Declarant Affiliate, or Builders. Notwithstanding the foregoing, Declarant may voluntarily terminate the Development Period with a written notice executed by Declarant and recorded in the conveyance records of the County

1.16. "Governmental Authority" means any, each and all of the following: (a) the United States of America, (b) the State of Mississippi, (c) any other State of the United States of America, (d) any political subdivision of any of the foregoing, (e) any agency, department, commission, board or bureau of any of the foregoing, and (f) any county, municipality, tribunal, instrumentality or court having jurisdiction over Swan Ridge Subdivision or any of the uses that may be made of Lots or other portions of Swan Ridge Subdivision .

1.17. "Lot" means a portion of the Property intended for independent ownership and residential use,. As a defined term, "Lot" does not refer to Common Areas, even if platted and numbered as a lot. Where the context indicates or requires, "Lot" includes all improvements thereon and any portion of a

right-of-way that customarily is used exclusively by and in connection with the Lot.

1.18. "Member" means a Person entitled to membership in an Association, as provided in Section 7.2, with voting rights as set forth in Section 7.3. A Member will also mean an Owner. If multiple Persons own a Lot, the Owners of that Lot will, collectively, constitute one (1) Member as Owner of that Lot.

1.19. "Owner" means a holder of recorded fee simple title to a Lot. Every Owner is a Member.

1.20. "County" means the county in which the Property is located.

1.21. "Person" means any natural person, corporation, limited liability company, partnership, trustee, joint venture, association, joint stock company, trust, unincorporated organization, Governmental Authority, government or any agency or political subdivision of a Governmental Authority, or any other form of entity.

1.22. "Plat" means all subdivision plats, singly and collectively, recorded in the conveyance records of the above-named County, pertaining to the Property, including all dedications, limitations, restrictions, servitudes, notes, and reservations shown on the plat, as it may be amended from time to time.

1.23. "Property" and "SWAN RIDGE SUBDIVISION" and "the Subdivision" all mean and include the land described in Exhibit A of this Declaration together with all Additional Land, and includes every Lot and any Common Area thereon and all improvements, servitudes, easements, rights, and appurtenances to the said Common Area, all of which are subject to this Declaration. The Property (i.e., **SWAN RIDGE SUBDIVISION**) is a "residential planned community" Whenever a situation arises where it is necessary or otherwise relevant to identify the Property, the Property at the time of such identification will include: (a) the land described on Exhibit A of this Declaration; (b) all Additional Land added to the Property at that time of such identification of the Property as provided in Section 15.5.2, or as otherwise permitted in Section 2.2; and (c) every Lot and any Common Area thereon and all improvements, servitudes, easements, rights, and appurtenances to the said Common Area, as of the time of such determination. All references to Property in this Declaration will always be interpreted as including the Additional Land added to the Property at that time of such identification of the Property as provided in Section 15.5.2, or as otherwise permitted in Section 2.2.

1.24. "Unilaterally" means that the Declarant may take the authorized action without the consent, approval, vote, or joinder of any other person, such as Owners, mortgagees, and the Association.

ARTICLE 2 **THE PROPERTY**

2.1. GENERAL PROVISIONS. The terms of this Declaration constitute building restrictions, covenants and real rights running with the Property, which will run with title to the Property and will be binding on the Property and on all parties having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns, and all parties claiming under them. The Property will be held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to this Declaration, even if the Declaration is not specifically referred to in the instrument of sale, transfer, lease or encumbrance.

2.2. ADDITIONAL PROPERTY. Additional immovable property may be annexed to the Property and subjected to the Declaration and the jurisdiction of the Association on approval of Owners representing at least two-thirds of the Lots in the Property, or, during the Development Period, by Declarant as permitted in Article 15. Annexation of additional property is accomplished by recording a supplemental declaration, or amendment of annexation, including an amendment of Exhibit A, in the conveyance records of the County.

2.3 ADJACENT LAND USE. The Association and Declarant make no representation of any kind as to the current or future uses, actual or permitted, of any land that is adjacent to or near the Property, regardless of what the Plat shows as potential uses of adjoining land.

ARTICLE 3
PROPERTY SERVITUDES AND RIGHTS

3.1 DECLARANT RIGHTS. A number of provisions in the Declaration are modified by Declarant's rights and reservations under the Declaration during the Development Period. These rights and reservations are found in Article 15 of this Declaration, which controls over anything to the contrary elsewhere in this Declaration.

3.2 OWNER'S RIGHT TO BUILD. That a Lot remains vacant and unimproved for a period of years, even decades, does not diminish the right of the Owner to construct improvements on the Lot, nor does a vacant Lot enlarge the rights of Owners of neighboring Lots, who may have become so accustomed to the open space that they expect it to remain unimproved forever.

3.3. ASSOCIATION'S ACCESS SERVITUDE. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, grants to the Association a servitude of access and entry over, across, under, and through the Property, including without limitation all Common Areas and the Owner's Lot and all improvements thereon - for the below-described purposes.

3.3.1. Purposes. Subject to the limitations stated below, the Association may exercise this servitude of access and entry for the following express purposes:

- a. To inspect the property for compliance with maintenance and architectural standards.
- b. To perform maintenance that is permitted or required of the Association by the Community Documents or by applicable law.
- c. To perform maintenance that is permitted or required of the Owner by the Community Documents or by applicable law, if the Owner fails or refuses to perform such maintenance.
- d. To enforce architectural standards.
- e. To enforce use restrictions.
- f. The exercise of self-help remedies permitted by the Community Documents or by applicable law.
- g. To enforce any other provision of the Community Documents.
- h. To respond to emergencies.
- i. To grant servitudes to utility providers as may be necessary to install, maintain, and inspect utilities serving any portion of the Property.
- j. To perform any and all functions or duties of the Association as permitted or required by the Community Documents or by applicable law.

3.3.2. Limitations. If the exercise of this servitude requires entry onto an Owner's Lot, including into an Owner's fenced yard, the entry will be during reasonable hours and after notice to the Owner. This Subsection does not apply to situations that - at time of entry - are deemed to be emergencies that may result in imminent damage to or loss of life or property. In exercising this servitude on an Owner's Lot, the Association is not liable to the Owner for trespass.

3.4. SECURITY. The Association may, but is not obligated to, maintain or support certain activities within the Property designed to improve safety in or on the Property. Each Owner and resident acknowledges and agrees, for himself and his guests, that Declarant, the Association, and their respective directors, officers, committees, agents, and employees are not providers, insurers, or guarantors of security within the Property. Each Owner and resident acknowledges and accepts his sole

responsibility to provide security for his own person and property and assumes all risks for loss or damage to the same. Each Owner and resident acknowledges and agrees that Declarant, the Association, and their respective directors, officers, committees, agents, and employees may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

ARTICLE 4 **COMMON AREA**

4.1. OWNERSHIP. The designation of immovable property as a Common Area is determined by the Plat and this Declaration, and not by the ownership of the property. At its expense, Declarant may install, construct, or authorize certain improvements on Common Areas in connection with the initial development of the Property. Thereafter, all costs attributable to Common Areas, such as maintenance, property taxes, insurance, and enhancements, are automatically the responsibility of the Association, regardless of the nature of title to the Common Areas, unless this Declaration elsewhere provides for a different allocation for a specific Common Area.

4.2. ACCEPTANCE. By accepting an interest in or title to a Lot, each Owner is deemed (1) to accept the Common Area of the Property, and any improvement thereon, in its then-existing "AS IS" condition; (2) to acknowledge the authority of the Association, acting through its Board, for all decisions pertaining to the Common Area; (3) to acknowledge that transfer of a Common Area's title to the Association by or through the Declarant is a ministerial task that does not require acceptance by the Association; and (4) to acknowledge the continuity of maintenance of the Common Area, regardless of changes in the Association's Board or management.

4.3. COMPONENTS. The Common Area of the Property consists of the following components on or adjacent to the Property, even if located on a Lot or a public right-of-way:

- a. all of the Property, save and except the Lots;
- b. any area shown on the Plat as a Common Area or an area to be maintained by the Association;
- c. the entry feature, screening feature, and sign monument - if any;
- d. any modification, replacement, or addition to any of the above-described areas and improvements; and
- e. movable property owned by the Association, such as books and records, office equipment, and supplies.

4.4. LIMITED COMMON AREA. If it is in the best interest of the Association, a portion of the Common Area may be licensed, leased, or allocated to one or more Lots for their sole and exclusive use, as a limited Common Area ("**Limited Common Area**"), whether or not the area is so designated on the Plat. Inherent in the limiting of a Common Area, maintenance of the Limited Common Area becomes the responsibility of the Owner, rather than the Association. For example, a Common Area that is difficult to access and maintain except via the adjoining Lot might be a candidate for Limited Common Area.

ARTICLE 5 **ARCHITECTURAL COVENANTS**

5.1. PURPOSE. Because the Lots are part of a single, unified community, this Declaration creates rights to regulate the design, use, and appearance of the Lots and Common Areas in order to preserve and enhance the Property's value and architectural harmony. One purpose of this Article is to promote and ensure the level of taste, design, quality, and harmony by which the Property is developed and maintained. Another purpose is to prevent improvements and modifications that may be widely considered to be radical, curious, odd, bizarre, or peculiar in comparison to then existing improvements. A third purpose is to regulate the appearance of every aspect of proposed or existing improvements on a Lot. During the Development Period, a primary purpose of this Article is to reserve and preserve Declarant's right of architectural control.

5.2. ARCHITECTURAL CONTROL DURING THE DEVELOPMENT PERIOD. During the Development Period, neither the Association, the Board, nor a committee appointed by the Association or Board (no matter how the committee is named) may involve itself with the approval of new improvements on vacant Lots. During the Development Period, the Architectural Reviewer for new improvements on vacant Lots is the Declarant or its delegates.

5.2.1. Declarant's Rights Reserved. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees that Declarant has a substantial interest in ensuring that the improvements within the Property enhance Declarant's reputation as a community developer and do not impair Declarant's ability to sell homes constructed within the Property. Accordingly, each Owner agrees that, during the Development Period, no improvements will be started or progressed on Owner's Lot without the prior written approval of Declarant, which approval may be granted or withheld at Declarant's sole discretion. In reviewing and acting on an application for approval, Declarant may act solely in its self-interest and owes no duty to any other person or any organization. Declarant may designate one or more persons from time to time to act on its behalf in reviewing and responding to applications.

5.2.2. Delegation by Declarant. During the Development Period, Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights under this Article to (a) a modifications or architectural committee appointed by Declarant or by the Board, (b) a modifications or architectural committee elected by the Members, or (c) a committee comprised of architects, engineers, or other persons who may or may not be Members. Any such delegation must be in writing and must specify the scope of delegated responsibilities. At all times during the Development period, Declarant may Unilaterally do any of the following, one or more times, to-wit: (i) revoke such delegation at any time and reassume jurisdiction over the matters previously delegated, and (ii) veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason.

5.3. ARCHITECTURAL CONTROL BY ASSOCIATION. Unless and until such time as Declarant delegates all or a portion of its reserved rights to the Architectural Control Committee (the "ACC"), or the Development Period is terminated or expires, the Association has no jurisdiction over architectural matters. On termination or expiration of the Development Period, or earlier if delegated in writing by Declarant, the Association, acting through the ACC, will assume jurisdiction over architectural control; during the Development Period, any such assumption of jurisdiction by the Association will be subject to Declarant's rights as provided in the last sentence of Section 5.2.2.

5.3.1. The ACC is an agency, department or division of the Association, and has the right (after expiration of the Development Period, or earlier if delegated in writing by Declarant) to exercise control over all construction within the Property and review all modifications to structures and Improvements, including but not limited to painting, renovations, and landscaping. Notwithstanding any inference to the contrary, during the Development Period the ACC will be appointed by Declarant unless Declarant expressly waives in writing its right to appoint the ACC; any such waiver may be thereafter revoked by Declarant and in the event of any such revocation, Declarant may dismiss the members of the ACC at that time and appoint other members of the ACC. The ACC will consist of three (3) members. Should such Board wish to declare that there be an increase in the number of members serving on the ACC, it may do so at a regularly called meeting of the Board, except that during the Class B Control Period, no change in the members of the ACC may be made by the Board without the approval of Declarant. The members of the ACC need not be Members or representatives of Members, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, will be established from time to time by the Board. The Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. In addition, the ACC may, with the prior approval of the Board, retain architects, engineers or other professionals to assist in the review of any application and the Association may charge any fees incurred for such assistance to the applicant. The ACC may also establish a Modifications Committee, with the approval of the Board, to review and approve any proposed modifications of Property.

5.3.2. The professionals and staff assisting the ACC may be paid reasonable compensation for service on the ACC, as determined from time to time by the Board. All members of the ACC will be reimbursed by the Association for their respective expenses incurred in furtherance of the authorized

activities of the ACC, subject to review and approval by the Board. All members of the ACC may be paid compensation for their time and efforts in serving on the ACC if such compensation is approved and authorized by the Board.

5.3.3. The Association will be responsible for all reasonable costs of operation of the ACC. Each Owner submitting plans for the construction or modification of Improvements on any Lot will submit with such plans a payment of Three Hundred Dollars (\$300) as a nonrefundable **"Review Fee"**, and that payment will be made to the Association. The standard Review Fee will be used by the Association to defray the costs and expenses incurred by the ACC and the fees and compensation paid, if any, to staff, other professionals and members of the ACC. From time to time, the Board, in its sole discretion, may increase or decrease the amount of the standard Review Fee, but in no event will the standard Review Fee charged in any one (1) calendar year exceed 110% of the standard Review Fee charged during the preceding calendar year; further, the Board in any one situation may waive or reduce the standard Review Fee. Should the ACC reject, and/or require modifications or changes, to any plans and/or specifications due to deviations in said plans or specifications from the Community Documents, then and in that event the Owner who submitted said plans and specifications will pay another review fee of Three Hundred Dollars (\$300) (or such amount as the said Review Fee may have been increased to by the Board). When an Owner resubmits revised plans and specifications, the Board or the ACC will have the discretion to waive any such additional review fees if, in its sole discretion, it determines that the deviations from the Community Documents were not significant. During the Development Period and prior to any delegation by Declarant to the ACC of rights reserved to Declarant under Section 5.2 of this Declaration, Declarant may, in its discretion, require an Owner to pay the same Review Fee which the ACC will have a right to collect if and when the ACC is delegated the right to approve plans for the construction or modification of improvements on Lots.

5.3.4. The ACC may employ personnel or contract with individuals or companies as necessary to assist in the review process, as authorized pursuant to the budget for the ACC, as established by the Board. All such personnel, individuals and/or companies employed or contracted with by the ACC will be considered as employees and/or independent contractors of the Association.

5.3.5. The ACC is authorized to adopt rules and procedures and to adopt, from time to time, amendments to said rules and procedures for the conduct of its business, consistent with the provisions of this Declaration. Any Owner will be provided with a copy of such rules and procedures within fifteen (15) days of submission of a written request to the Board.

5.4. LIMITS ON LIABILITY. The Architectural Reviewer has sole discretion with respect to taste, design, and all standards specified by this Article. The Architectural Reviewer and each of its members has no liability for decisions made in good faith by the Architectural Reviewer and which are not arbitrary or capricious. The Architectural Reviewer is not responsible for: (1) errors in or omissions from the plans and specifications submitted to the Architectural Reviewer, (2) supervising construction for the Owner's compliance with approved plans and specifications, or (3) the compliance of the Owner's plans and specifications with governmental codes and ordinances, state and federal laws.

5.5. PROHIBITION OF CONSTRUCTION, ALTERATION AND IMPROVEMENT. Without the Architectural Reviewer's prior written approval, a person may not construct a dwelling or make an addition, alteration, improvement, installation, modification, redecoration, or reconstruction of or to the Property or to a building (including without limitation dwellings) on the Property, if the proposed dwelling or any addition, alteration, improvement, installation, modification, redecoration, or reconstruction, will be visible from a street, another Lot, or the Common Area. Any construction, addition, alteration, improvement, installation, modification, redecoration, or reconstruction of or to the Property or to a building (including without limitation dwellings) must be in accordance with the construction specifications described in Exhibit B. The Architectural Reviewer has the right but not the duty to evaluate every aspect of construction, landscaping, and property use that may adversely affect the general value or appearance of the Property.

5.6. ARCHITECTURAL APPROVAL. To request architectural approval, an Owner must make written application to the Architectural Reviewer and submit 2 identical sets of plans and specifications showing the nature, kind, shape, color, size, materials, and locations of the work to be performed. In support of the application, the Owner may but is not required to submit letters of support or non-

opposition from Owners of Lots that may be affected by the proposed change. The application must clearly identify any requirement of this Declaration for which a variance is sought. The Architectural Reviewer will return one set of plans and specifications to the applicant marked with the Architectural Reviewer's response, such as "Approved," "Denied," or "More Information Required." The Architectural Reviewer will retain the other set of plans and specifications, together with the application, for the Architectural Reviewer's files. Oral approval by an Architectural Reviewer, the Declarant, an Association director or officer, a member of the ACC, or the Association's managing agent does not constitute architectural approval by the appropriate Architectural Reviewer, which must be in writing.

5.6.1. Deemed Approval. The applicant may presume that his request has been approved by the Architectural Reviewer (a) if the applicant has not received the Architectural Reviewer's written response - approving, denying, or requesting additional information - within 60 days after delivering his complete application to the Architectural Reviewer, and (b) if the proposed improvement or modification strictly conforms to requirements and construction specifications contained in this Declaration and in any design guidelines for the Property in effect at the time of application. If those conditions are satisfied, the Owner may proceed with the improvement, provided he adheres to the plans and specifications which accompanied his application, and provided he initiates and completes the improvement in a timely manner. In exercising deemed approval, the burden is on the Owner to document the Architectural Reviewer's actual receipt of the Owner's complete application. Under no circumstance may approval of the Architectural Reviewer be deemed, implied, or presumed for an improvement or modification that would require a variance from the requirements and construction specifications contained in this Declaration and in any design guidelines for the Property in effect at the time of application.

5.6.2. Building Permit. If the application is for work that requires a building permit from a governmental body, the Architectural Reviewer's approval is conditioned on the issuance of the appropriate permit. The Architectural Reviewer's approval of plans and specifications does not mean that they comply with the requirements of the governmental body. Alternatively, governmental approval does not ensure Architectural Reviewer approval.

5.6.3. Declarant Approved. Notwithstanding anything to the contrary in this Declaration, any improvement to the Property made or approved by Declarant during the Development Period is deemed to have been approved by the Architectural Reviewer.

ARTICLE 6

USE RESTRICTIONS

6.1. VARIANCE. The use of the Property is subject to the restrictions contained in this Article, and subject to rules adopted pursuant to this Article. The Declarant, during the Development Period, or the Board, thereafter, may grant a variance or waiver of a restriction or rule on a case-by-case basis when unique circumstances dictate and may limit or condition its grant. To be effective, a variance must be in writing. The grant of a variance does not effect a waiver or estoppel of the right to deny a variance in other circumstances. Approval of a variance or waiver may not be deemed, implied, or presumed under any circumstance.

6.2. LIMITS TO RIGHTS. No right granted to an Owner by this Article or by any provision of the Community Documents is absolute. The Community Documents grant rights with the expectation that the rights will be exercised in ways, places, and times that are customary for the neighborhood. This Article and the Community Documents as a whole do not try to anticipate and address every creative interpretation of the restrictions. The rights granted by this Article and the Community Documents are at all times subject to the Board's determination that a particular interpretation and exercise of a right is significantly inappropriate, unattractive, or otherwise unsuitable for the neighborhood, and thus constitutes a violation of the Community Documents. In other words, the exercise of a right or restriction must comply with the spirit of the restriction as well as with the letter of the restriction.

6.3. ASSOCIATION'S RIGHT TO PROMULGATE RULES. The Association, acting through its Board, is granted the right to adopt, amend, repeal, and enforce reasonable rules, and penalties for infractions of the adopted rules, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property.

6.4. ANIMAL RESTRICTIONS. No animal, bird, fish, reptile, or insect of any kind may be kept,

maintained, raised, or bred anywhere on the Property for any commercial purpose or for food. The only animals permitted on the Property are customary domesticated household pets, which may be kept subject to rules adopted by the Board. Pets must be kept in a manner that does not disturb the peaceful enjoyment of residents of other Lots.

6.5. ANNOYANCE. No Lot or Common Area may be used in any way that: (a) may reasonably be considered annoying to neighbors; (b) may be calculated to reduce the desirability of the Property as a residential neighborhood; (c) may endanger the health or safety of residents of other Lots; (d) may result in the cancellation of insurance on the Property; (e) that displays any item that is deemed patently offensive in the sole discretion of the Board; or (f) violates any law. The Board has the sole authority to determine what constitutes an annoyance.

6.6. APPEARANCE. Both the Lot and the dwelling must be maintained in a manner so as not to be unsightly when viewed from the street or neighboring Lots. The Architectural Reviewer is the arbitrator of acceptable appearance standards.

6.7. ARTIFICIAL VEGETATION. Artificial grass, plants or other artificial vegetation must not be placed or maintained upon the exterior portion of any Lot unless approved by the Board.

6.8. BUSINESS USE. A resident may use a dwelling for business uses, such as telecommuting, personal business, and professional pursuits, provided that: (a) the uses are incidental to the primary use of the dwelling as a residence; (b) the uses conform to applicable governmental ordinances; (c) the uses do not entail visits to the Lot by employees or the public in quantities that materially increase the number of vehicles parked on the street; and (d) the uses do not interfere with the residential use and enjoyment of neighboring Lots by other residents.

6.9. DECLARANT RIGHTS. Declarant has reserved a number of rights to use the Property in ways that are not available to other Owners and residents, as provided in Article 15 of this Declaration. Declarant's exercise of any right granted to it during the Development Period that appears to violate a rule adopted by the Association or a use restriction included in this Article 6 does not constitute waiver or abandonment of the rule or use restriction by the Association as applied to Owners other than Declarant.

6.10. EQUIPMENT, STRUCTURES AND PERSONAL PROPERTY. Except as provided in Section 6.41, sports or play equipment, or other items of personal property on any lot must be placed and remain behind the rear elevation of the dwelling and must be in compliance with Section 6.40.

6.11. DRAINAGE. No person may interfere with the established drainage pattern over any part of the Property unless an adequate alternative provision for proper drainage has been approved by the Board.

6.12. FENCES. All fences must be maintained and kept in good repair so as not to detract from the appearance of the development. This Section is subject to the Architectural Reviewer's right to adopt additional or different specifications for construction or reconstruction of fences. Fences must be made of masonry, wood, or other Architectural Reviewer-approved material and may not exceed 6 feet. Any portion of a fence that faces a street, alley, or Common Area must have a "finished side" appearance. Retaining walls must be constructed entirely with Architectural Reviewer-approved materials, however railroad ties may not be used for a retaining wall visible from a street. Fences may not be constructed between a dwelling's front building line and the street. The use of barbed wire and chain link fencing is prohibited. The use or application of a stain that cures in a solid color or paint is prohibited. Wood fences may be left in their natural state. No wood fence may be stained to alter the fence color from a natural wood color. Without prior approval of the Architectural Reviewer, clear sealants may be applied. For lots adjacent to the lake/pond on its rear dimension, on said dimension, fencing is required extending six feet on the side dimension from the pond/lake; aluminum or iron fencing, black in color, is required 4 feet on the rear dimension from the corner common to the side dimension; the side dimension fence tapering down to 4 feet to meet the rear four foot fence.

6.13. GARAGES. Garage doors must be kept closed, except when vehicles are entering or leaving the Garage. No Garage intended for, or used for, a recreational vehicle, camper, motor home or similar vehicle will be permitted unless specifically approved by the Architectural Control Committee, after submission by homeowner of plans and specifications that must be consistent with the subdivision

standards and aesthetic qualities. Such vehicles may be kept on the Lot by an owner only if such a vehicle remains in an approved permitted garage.

6.14. MOVABLE STRUCTURES AND OUTBUILDINGS. No structure or any type, dwelling or otherwise, may be moved onto any Lot in the development except as expressly approved by the Board. Outbuildings must be installed in the rear yard behind an approved fence. Metal buildings are prohibited.

6.15. NOISE AND ODOR. A resident must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb or annoy residents of neighboring Lots. The rules may prohibit the use of noise-producing security devices.

6.16. OCCUPANCY. Other than the completed principal dwelling, no thing or structure on a Lot may be occupied as a residence at any time by any person. This provision applies, without limitation, to the garage, mobile homes, campers, and storage sheds.

6.17. RESIDENTIAL USE. The use of a Lot (other than a Lot designated on a Plat for use as a park, or other Common Area) is limited exclusively to residential purposes or any other use expressly permitted by this Declaration, including limited business uses described above.

6.18. SCREENING. An Owner may be required to screen anything determined by the Architectural Reviewer to be unsightly or inappropriate for a residential subdivision. Screening may be achieved with fencing or with plant material, such as trees and bushes, or any combination of these. If plant material is used, a reasonable period of time is permitted for the plants to reach maturity as an effective screen. As used in this Section 6.18, "**screened from view**" refers to the view of a person in a passenger vehicle driving on a street or alley, or the view of a person of average height standing in the middle of a yard of an adjoining Lot.

6.19. TANKS. No tanks of any kind (including tanks for storage of fuel) may be erected, placed or maintained on any Lot unless such tanks are buried underground. Propane or similar fuel tanks with capacities of ten (10) gallons or less are allowed.

6.20. TELEVISION/SATELLITE DISHES. No television antenna, receiving "dish", radio receiver or sender or other similar device shall be attached to or installed on any Lot or structure within the Subdivision except in compliance with this Section 6.20. Each resident of the Subdivision will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, electronic, microwave, cable, or satellite reception on the Subdivision. Antennas, satellite or microwave dishes, and receiving or transmitting towers that are visible from a street or from another Lot are prohibited within the Property, with the exception of an Antenna (as defined below) which are permitted if located (a) inside the structure (such as in an attic or garage) so as not to be visible from outside the structure, (b) in a fenced yard not higher than 6 feet from the ground, or (c) attached to or mounted on the rear wall of a structure below the eaves. A reception-only satellite dish, one meter or less in diameter, may be mounted on the eave of a dwelling not less than 15 feet from the front elevation of the dwelling. As used in this Section 6.20, the term "**Antenna**" means one of the following: (i) reception-only antennas or satellite dishes designed to receive television broadcast signals, (ii) antennas or satellite dishes that are one meter or less in diameter and designed to receive direct broadcast satellite service (DBS), or (iii) antennas or satellite dishes that are one meter or less in diameter or diagonal measurement and designed to receive video programming services via multipoint distribution services (MDS). If an Owner determines that an Antenna cannot be located in compliance with the above guidelines without precluding reception of an acceptable quality signal, the Owner may install the Antenna, with prior ACC approval, in the least conspicuous location on the Lot where an acceptable quality signal can be obtained, but in any event the Antenna must not be located where it is visible from a street contiguous with the Lot on which the Antenna is to be installed. The Association may adopt reasonable rules for the location, appearance, camouflaging, installation, maintenance, and use of the Antennas to the extent permitted by public law.

6.21. VEHICLES.

6.21.1. Other than as otherwise provided in this section 6.21 and section 6.13, parking of any vehicle on any Lot other than in the Garage, Carport or Driveway is prohibited. Except as expressly approved by the Declarant during the Development Period, and by the Board thereafter, the following

must not be kept or stored within the Property unless stored inside of a closed garage, or enclosed behind an approved fence and shall not to exceed 8' in height, with ACC approval: (a) junk or abandoned vehicles, (b) commercial vehicles, (c) trailers, (d) tractor-trailers, (e) boats, (f) boat trailers, (g) movable equipment, and (h) vehicles greater than 3/4 ton GVWR. For recreational vehicle or camper storage, refer to Section 6.13.

6.21.2. Minibikes, go-carts, all-terrain vehicles, utility terrain vehicles, motorized toys, and other similar vehicles must not be operated or stored on any Lot, the Common Area, or any other location within the Property except in compliance with all applicable laws, ordinances, and these covenants and restrictions. All such items must be stored on lots in a manner where the item is not visible from any street or from any other Lot or location in the Property.

6.22. YARD ORNAMENTS.

6.22.1. Artificial flamingos, deer, spinners, gazing balls, pirogues and such tableau of any type are prohibited on all Lots with the exception of the rear yard of a Lot (i.e., the rear portion of a Lot which faces the rear wall of the dwelling), on which a dwelling is constructed, but only if a fence or other screening makes such items not visible from any street on the Property or any other portion of the Property, other than the rear yard of the Lot where the item is exhibited.

6.22.2. The items allowed to be placed on Lots under Section 6.22.1, and any subsequent rules adopted by the Board or the Association, must be durable in nature and must comply with the following requirements:

- a. No more than three (3) yard decorations or tableaus of any type may be placed in areas that are visible from a street on the Property or any other portion of the Property other than the Lot on which the decoration or other tableau is exhibited.
- b. The yard decorations must be architecturally proportionate to the size of the dwelling constructed on the Lot.
- c. The yard decorations must be of a durable nature and may not be made of plastic.

6.22.3. Notwithstanding any inference to the contrary in this Section 6.22, traditional and typical seasonal decorations are permitted within season (30 days prior to a recognized holiday or event and 15 days following).

6.23. WINDOW COVERINGS AND WINDOW TREATMENTS.

6.23.1. The only window coverings or treatments which may be affixed to the interior of any window visible from a street on the Property or other portion of the Property are drapes, blinds, shades, shutters, and curtains. The side of any window coverings or treatments which are visible from the exterior of any improvements (including without limitation dwellings and garages) constructed on the Property must be white or off-white in color, except that any window coverings or treatments, or portion thereof, consisting of wooden blinds or shutters may be a natural wood color. Notwithstanding the foregoing, Declarant during the Development Period, and thereafter the Board, may, from time to time, approve additional colors as acceptable for the portions of the window coverings or treatments visible from streets on the Property or other portion of the Property.

6.23.2. No window tinting or reflective coating may be affixed to any window that is visible from any street on the Property or other portion of the Property without the prior approval of Declarant during the Development Period and thereafter from the Board.

6.23.3. No mirrored coatings are allowed any window that is visible from any street on the Property or other portion of the Property.

6.24. FLAGS. No flags may be flown or exhibited outside of a residence on the Property with the following exceptions: official flags of countries, states, counties, cities or other organization sanctioned

flags flown from poles that are six feet (6') above ground height, the construction and color of which must be approved by the Board, and mounted at a 45 degree angle to the wall of the building to which the pole is attached.

6.25. SWIMMING POOLS; TENNIS COURTS.

6.25.1. Swimming pools must not be constructed on any Lot without prior written approval from Declarant, during the Development Period, and thereafter from the Board. Notwithstanding any inference to the contrary in the preceding sentence, permission will not be given for the construction of a swimming pool on a Lot unless the swimming pool is screened from view and is not visible from any street on the Property or any other Lot or portion of the Property, or common area, and shall be located inside an approved fence. If the rear of a Lot is adjacent to a pond or lake, landscaping shall be used to screen the pool from view to the rear of the Lot, with ACC approval. Pool decks must not be constructed any closer than four feet (4') from the boundaries of the Lot on which the swimming pool is constructed, unless any applicable law or ordinance requires a greater distance from the boundary and in such case the greater distance shall apply. At all times, all swimming pool related equipment must be screened from view and must not be visible from any street on the Property or any other portion of the Property other than the rear yard of the Lot on which the swimming pool is located. No screening will be constructed which has not been approved by the Declarant, during the Development Period, and thereafter by the Board, and all such screening will be required to mitigate noise. Slides, diving boards or other pool accessories will be prohibited unless they can be installed and used without being visible from any street on the Property or from any other portion of the Property other than the Lot on which the swimming pool is constructed. Pools must be constructed and designed so that they will not drain onto adjacent property (including the Common Area) or onto a street on the Property; where a Lot owner has been given permission to construct a swimming pool on a Lot, the Owner of the Lot must take all steps to prevent the swimming pool from draining onto adjacent property (including the Common Area) or onto a street on the Property. Unless granted a variance and approval at the sole discretion of the ACC, all pools shall be in-ground pools, and no above-ground or semi-inground pool may be constructed or located on any Lot.

6.25.2. Tennis courts must not be constructed on any Lot.

6.26. SIGNS. No Signs of any kind or description shall be displayed on any Lot other than real estate "For Sale" signs and signs designating those involved in the construction of any residential homes or other approved improvements in the Subdivision (each not exceeding five square feet in size). No signs (such as garage sale, lost pet, announcements, etc.) shall be attached to any subdivision street sign poles or light poles. An "open house" sign indicating that the Owner of the Lot is hosting such an event may be posted on that Lot for a period not to exceed three (3) continuous days. To the extent permitted by applicable law, signs containing political content or endorsements of candidates are prohibited anywhere on the Property. Declarant may post "model home" or similar signs on any Lot containing a model home open to the public prior to initial occupancy of the dwelling constructed on such a Lot. No other signs, except those required by law, including posters, circulars, and billboards, may be posted on any Lot so as to be visible from streets on the Property or from any other portion of the Property other than the Lot on which such a sign is posted. Notwithstanding any language to the contrary in this Declaration, during the Development Period Declarant or an approved builder is permitted to post and display advertising signs and any other signs desired by Declarant which relate to the development of the Property, including "for sale" signs on Lots for sale (with or without a dwelling constructed on same), within the Property. Temporary personal signs, not exceeding 5 square feet in area, may be allowed at the sole discretion of the Board, and which are not deemed to be patently offensive in the sole discretion of the Board, for a period not to exceed an aggregate of 30 days in a 6 month period, displaying personal announcements such as births, school or athletic achievements of residents of the dwelling, and other temporary displays allowed at the sole discretion of the Board.

6.27. Furniture for Front Porch, Balcony and Yard. Furniture placed outside of a dwelling on a Lot, whether on the front porch, balcony or in a yard, if visible from a street on the Property or any other location on the Property other than the rear yard of a Lot (i.e., the rear portion of a Lot which faces the rear wall of the dwelling) on which a dwelling is constructed: (a) must be durable, and (b) must not be made of plastic. All collapsible furniture placed outside of a dwelling on a Lot, whether on the front porch, balcony or in a yard, if visible from a street on the Property or any other location on the Property other than the rear yard of a Lot (i.e., the rear portion of a Lot which faces the rear wall of the dwelling) must be

placed in storage and outside of the view of Person(s) on any street in the Property.

6.28 CLOTHESLINE VIOLATION. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained, nor shall any clothing, rug or other items be hung from any railing, fence, hedge or wall.

6.29 GARDENS. A non-commercial garden for use by a single household may be located on a Lot provided that it is not visible from any street or any neighboring Lot. Garden compost may be kept in quantities required by one household only, provided it is not visible from any street and is kept free from obnoxious odors and insects.

6.30 BOAT USAGE. No motorized boats shall be used on the Waterways (ponds, lakes, or other water covered areas in the Property). Only self-propelled boats (e.g., using oars or paddles) will be permitted. The Board is entitled to limit the type of boats used on Waterways for the safety of other residents and guests in the Property. No boats or other floating devices, whether or not otherwise permitted to be used on the Waterways, shall be allowed to rest for any extended length of time in the water (i.e., boats shall not to be allowed to "park" on Waterways).

6.31 LAKE USAGE. The use of any portion of a Lake or Pond within the Property with a water line that abuts or overlaps the property line of any Lot shall be limited to Owners of Lots abutting such water line. Portions of Lakes or Ponds within the Property that do not abut or overlap a Lot may be used by any Lot Owner. There shall be no swimming in the Waterways. Fishing may be permitted by Lot Owners and residents only. No person is permitted to fish within any Waterway unaccompanied by a Lot Owner. Fishing may be restricted on certain Waterways at certain times at the sole discretion of the Board. The edges of Waterways shall be kept clean from debris and weeds.

6.32 LEASH VIOLATION. All domestic animals shall be leashed, or detained by fences or invisible fences.

6.33 OFF-ROAD VEHICLE USAGE. Streets shall not be used for any unlawful purpose, and any use of any means of conveyance, whether motorized or non-motorized, shall be in compliance with all applicable laws and ordinances of the jurisdiction where the Property is located. If there is a designated walking path in the subdivision it shall be used for walking, jogging, and bicycling only.

6.34 GARBAGE CONTAINERS. Household trash containers may not be placed closer to the street than any portion of the front elevation of a home or dwelling situated on the Lot, nor closer to a street than the side elevation of a home or dwelling that faces a street (for corner lots), except between 3:00 p.m. on the day before schedule trash pick-up until 6:00 p.m. on trash pick-up day.

6.35 MAILBOX/PLAQUE. No mailboxes or mailbox numbering or lettering, may be erected or maintained on a Lot -except mailboxes approved by Developer. The cost of providing, erecting and maintaining a mailbox, the numbering and lettering, shall be paid by the Property Owner. Developer reserves the right to designate the location of all mailboxes. House numbering schemes, on, upon or within a Dwelling Unit shall be mandated by the Association.

6.36 BULKHEADS. As no individual lot owner's property extends into the lake areas, no bulkheads or other structures shall be allowed to extend beyond their property line adjacent to the lake.

6.37 DECKS AND PIERS. As no individual lot owner's property extends into the lake areas, no decks, piers, or other structures shall be allowed to extend beyond their property line adjacent to the lake.

6.38 A/C AND HEATING Air conditioning equipment may not be installed in the front yard of a dwelling. Window units are prohibited. The Architectural Reviewer may require that air-conditioning equipment and apparatus be visually screened from the street and neighboring Lots.

6.39 PARKING VEHICLES. Parking of non-commercial passenger vehicles on the paved portion of any roadway not identified as parking areas within the Subdivision shall be permitted for temporary purposes, but in no event shall such parking be overnight or for anything longer than 12 hours in any 96 hour period, or a single occurrence during any 96 hour period. Except as provided in Section 6.13 and Section 6.21.1, No equipment or vehicles shall be parked on any unpaved portion of the lot, nor parked

on the lawn/grass of a lot at any time. No equipment shall be kept or maintained on any Lot in any manner which would detract from the appearance of the Property. No house trailers, mobile homes, buses, commercial vehicles or trucks greater than 3/4 ton GVWR shall be kept, stored, repaired or maintained on any Lot, servitude, common area or right-of-way.

6.40 PLAYGROUND EQUIPMENT. The use of moderately scaled play equipment, play yards or basketball goals are allowed within the Residential Lots. Oversized items such as trampolines will only be allowed behind an approved fence, in the rear yard. The location of these features should be carefully considered as to their impact on neighboring views and accessibility, and shall not be visible from any street view. The addition of fenced areas may be required as part of play yards. Unkept or unsightly play areas will not be tolerated. Final placement of these items must be approved by the ACC prior to installation.

6.41 BASKETBALL GOALS. Moveable basketball goals are permitted with ACC approval as to location, however under no circumstances shall a basketball goal be attached to any part of a residence or cemented into the ground. Basketball goals are to be kept in good repair and not allowed to remain turned over or fallen for extended periods of time as to detract from the appearance of the residence.

6.42 SOLAR PANELS AND SKYLIGHTS. Skylights shall not be located on the front elevation of any building. Only flat skylights are allowed. No bubble skylights will be permitted. Solar collectors may only be placed in an approved ACC location.

6.43 SIDEWALK UPKEEP. Each Owner is responsible for installing and maintaining that portion of the sidewalk on his or her Lot in compliance with any requirements and standards set forth by the Design Review Board and the Guiding Principles, if applicable.

6.44 DEBRIS. No Lot or other part of the Property may be used as a dumping ground. Waste materials incident to construction or repair of improvements on a Lot may be stored temporarily on the Lot during construction while work progresses and must be removed when construction or repair is complete.

ARTICLE 7 ASSOCIATION OPERATIONS

7.1. THE ASSOCIATION. The existence and legitimacy of the Association is derived from this Declaration, and the Articles and Bylaws of the Association. The Association must be a nonprofit organization and is incorporated, but may later dissolve and operate as an unincorporated association, as the Association decides from time to time. The subsequent failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association. The duties and powers of the Association are those set forth in the Community Documents, together with the general and implied powers of a Homeowners association. Generally, the Association may do any and all things that are lawful and necessary, proper, or desirable in operating for the peace, health, comfort, and general benefit of its Members, subject only to the limitations on the exercise of such powers as stated in the Community Documents. The Association, as a legal corporate entity, will officially come into existence (or came into existence) when the Articles of the Association are (or were) filed with the Mississippi Secretary of State; but the Association (whether or not the Articles have been filed at the time of filing this Declaration) comes into existence when this Declaration is publicly recorded in the County conveyance records and will continue to exist at least as long as this Declaration, as it may be amended, is effective against all or part of the Property.

7.2. MEMBERSHIP. Every Owner of a Lot will be a Member of the Association. There will be only one (1) membership per Lot. Membership will be appurtenant to and may not be separate nor apart from ownership of any Lot.

A. **Co-Owners.** If a Lot is owned by more than one (1) Person, all co-Owners will share the rights of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in this Article 7 and in the Bylaws, and all such co-Owners will be solidarily obligated to perform the responsibilities of Owners.

B. **Nature of Owner.** The membership rights of an Owner who is a natural person may be

exercised by the Member or the Member's spouse. The membership rights of an Owner which is a corporation, partnership, other legal entity or some form of Governmental Authority may be exercised by any officer, director, partner, or trustee, or by any other duly authorized Individual designated from time to time by the Owner in a written instrument provided to the Secretary of its Association.

7.3. VOTING RIGHTS. The Association will have two (2) classes of membership, which are Class A Membership and Class B Membership, described as follows:

A. Class A. Class A Members of the Association will be all Owners of Lots included within the Property, with the exception that Declarant will not be a Class A Member for so long as Declarant remains a Class B Member. Each Class A Member will have one (1) vote for each Lot which they own; but, in any event: (a) there will be only one (1) vote per Lot, and (b) no votes may be exercised on account of any Lot which is owned by a Builder (other than Declarant or a Declarant Affiliate) and exempt from Assessment under an exemption granted by the Association or by Declarant under Declarant's rights under section 15.1.3. When more than one (1) Person holds an interest in any Lot, all such persons will be Members, provided, however, that the vote for such Lot will be exercised as they determine and advise the Secretary of its Association in writing prior to the close of balloting. In no event will more than one vote be cast with respect to any Lot which is owned by more than one (1) Person. Corporations, limited liability companies, partnerships and other entities must notify the Association of the natural person who is authorized to exercise its vote; such entities must provide such evidence of appointment and authority as its Board may require.

B. Class B. The Class B Member of the Association will be Declarant, and no other Person may be a Class B Member of the Association. Declarant, as the Class B Member, will be entitled to three (3) votes for each Lot owned, or 500 votes, whichever is greater, at the time of: (1) any meeting of the Members of the Association, or (2) other occasion when Members vote. Other rights of the Class B Member may be included elsewhere in this Declaration and / or in the Bylaws.

C. Termination of Class B Membership. The Class B Membership will terminate two (2) years after termination of the Class B Control Period. The Class B Control Period is that period of time commencing on the date of recordation of this Declaration and continuing until the first of the following to occur:

- (1) when one hundred percent (100%) of the total number of Lots proposed for the Property described on Exhibit A of the Declaration, and for any Additional Land added (by supplemental declaration or an amending declaration) to the Property to become part of the Subdivision, have certificates of occupancy issued thereon and have been conveyed to Persons other than Builders;
- (2) seventy-five (75) years after the date on which the Declaration is recorded in the public records of the Counties in Mississippi where the Property is located; or
- (3) when, in its discretion, the Class B Member determines and expressly declares in writing that it is no longer a Class B Member.

Notwithstanding any inference to the contrary: (i) if the Class B Control Period is terminated by the Class B Member pursuant to subpart C(3) of this Section 7.3, the termination must be recorded in the conveyance records of the County; and (ii) upon any termination of the Class B Control Period, the Class B Member may, in its sole discretion, terminate its Class B Membership immediately rather than wait until the two (2) year anniversary of the termination of the Class B Control Period, but if the Class B Member desires to terminate the Class B Member early then the Class B Member must expressly declare that intent in writing and such declaration should be included as part of Declarant's recorded termination of the Class B Control Period. After termination of the Class B Control Period, the Class B Member will continue to have a right to disapprove actions of the Association, its Board and any committee to the extent the Association's Bylaws or other Community Documents expressly provide that the Class B Member will continue to have certain rights after termination of the Class B Control Period.

D. Exercise of Voting Rights. Except as otherwise specified in this Declaration or the Bylaws, the vote for each Lot owned by a Class A Member will be exercised by the Owner of each Lot.

E. Declarant's Rights. Declarant's rights (including its special voting rights) as the Class B Member of the Association are independent of, and in addition to, all rights granted to, or reserved by, Declarant in other provisions of this Agreement where there is no reference to Declarant's status as the Class B Member (including without limitation in Articles 5 and 15, and Sections 4.1, 6.9 and 16.1). Further, Declarant's rights created or otherwise reserved under other provisions of this Agreement (including without limitation in Articles 5 and 15, and Sections 4.1, 6.9 and 16.1), or in any other Community Document, are independent of, and in addition to, all rights of Declarant as the Class B Member. For example, if Declarant voluntarily terminates the Class B Control Period and Declarant ceases to be a Class B Member, Declarant will continue to have all rights granted to, or reserved by, Declarant in other provisions of this Declaration (including without limitation in Articles 5 and 15, and Sections 4.1, 6.9 and 16.1) which do not use the term, or otherwise refer to, the term "Class B Member".

7.4. BOARD. The Association is governed by the Board. Unless the Association's Bylaws or Articles of Incorporation provide otherwise, the Board will consist of at least 3 persons appointed by Declarant during the Class B Control Period, and thereafter elected by the Members at the annual meeting of the Association, or at a special meeting called for that purpose. Unless the Community Documents expressly reserve a right, action, or decision to the Owners, Declarant, or another party, the Board acts in all instances on behalf of the Association. Unless the context indicates otherwise, references in the Community Documents to the "Association" will be construed to mean "**the Association acting through its Board**".

7.5. MEMBERSHIP. Each Owner is a Member of the Association, ownership of a Lot being the sole qualification for membership. Membership is appurtenant to and may not be separated from ownership of the Lot. The Board may require satisfactory evidence of transfer of ownership before a purported Owner is entitled to vote at meetings of the Association. If a Lot is owned by more than one person or entity, each co-Owner is a Member of the Association and may exercise the membership rights appurtenant to the Lot. A Member who sells its Lot under a bond for deed may delegate his membership rights to the contract purchaser, provided a written assignment is delivered to the Board. However, the contract seller remains liable for all Assessments attributable to his Lot until fee title to the Lot is transferred.

7.6. DECISION-MAKING. Any decision or act of the Association may be made by or at the direction of the Board, unless the Community Documents reserve the decision or act to the Members, the Declarant, or any other person or group. Unless the Community Documents or applicable law provide otherwise, any action requiring approval of the Members may be approved (a) at a meeting by Owners of at least a majority of the Lots that are represented at the meeting, provided notice of the meeting was given to an Owner of each Lot, or (b) in writing by Owners of at least a majority of all Lots, provided the opportunity to approve or disapprove was given to an Owner of each Lot.

7.7. MANAGING AGENT. The Board may delegate the performance of certain functions to one or more managing agents of the Association. Notwithstanding a delegation of its functions, the Board is ultimately responsible to the Members for governance of the Association.

7.8. VOTING. One indivisible vote is appurtenant to each Lot. The total number of votes equals the total number of Lots in the Property. If additional property is made subject to this Declaration, the total number of votes will be increased automatically by the number of additional Lots. Each vote is uniform and equal to the vote appurtenant to every other Lot, except during the Development Period as permitted in Article 15. Cumulative voting is not allowed. Votes may be cast by written proxy, according to the requirements of the Association's Bylaws.

7.9. INDEMNIFICATION. Indemnified expenses include, without limitation, reasonable attorney's fees, whether or not a lawsuit is filed, and costs at all court levels, including expenses incurred by a person in establishing the right to be indemnified, defended, and held harmless pursuant to this Declaration. The Association may maintain general liability and directors and officer's liability insurance to fund this obligation.

7.9.1. Association Leaders. The Association will indemnify every present and former officer, director, committee chair, and committee member (for purposes of this Section, "**Leaders**") against expenses, including attorney's fees, reasonably incurred by or imposed on the Leader in connection with an action, suit, or proceeding to which the Leader is a party by reason of being or having

been a Leader. A Leader is not liable for a mistake of judgment, negligent or otherwise. A Leader is liable for his willful misfeasance, malfeasance, misconduct, or bad faith. This right to indemnification does not exclude any other rights to which present or former Leaders may be entitled. Additionally, the Association may indemnify a person who is or was an employee, trustee, agent, or attorney of the Association, against any liability asserted against him and incurred by him in that capacity and arising out of that capacity.

7.9.2. Indemnity for Common Area Operations. The Association must indemnify, defend, and hold harmless Declarant against any loss, claim, demand, damage, cost, and expense relating to or arising out of the management and operation of the Association, including without limitation, the collection of Assessments, the enforcement of the Community Documents, and the operation and maintenance of the Property's Common Areas.

ARTICLE 8

COVENANT FOR ASSESSMENTS

8.1. PURPOSE OF ASSESSMENTS. The Association will use Assessments for the purposes of preserving and enhancing the Property, and for the common benefit of Owners and residents, including but not limited to maintenance of immovable and movable property, management and operation of the Association, and any expense reasonably related to the purposes for which the Property was developed. If made in good faith, the Board's decision with respect to the use of Assessments is final.

8.2. PERSONAL OBLIGATION. An Owner is obligated to pay Assessments levied by the Board against the Owner or his Lot. An Owner makes payment to the Association at its principal office or at any other place the Board directs. Payments must be made in full regardless of whether an Owner has a dispute with the Association, another Owner, or any other person or entity regarding any matter to which this Declaration pertains. No Owner may exempt himself from his Assessment liability by waiver of the use or enjoyment of the Common Area or by abandonment of his Lot. An Owner's obligation is not subject to offset by the Owner, nor is it contingent on the Association's performance of the Association's duties. Payment of Assessments is both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Lot.

8.3. TYPES OF ASSESSMENTS. There are 3 types of Assessments: Regular, Special, and Individual.

8.3.1. Regular Assessments. Regular Assessments are based on the annual budget. Each Lot is liable for its equal share of the annual budget. If the Board fails to determine new Regular Assessments for any year, Owners will continue to pay the Regular Assessment as last determined. If during the course of a year the Board determines that Regular Assessments are insufficient to cover the estimated common expenses for the remainder of the year, the Board may increase Regular Assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency. Regular Assessments are used for common expenses related to the reoccurring, periodic, and anticipated responsibilities of the Association, including but not limited to:

- a. maintenance, repair, and replacement, of the Common Area;
- b. utilities and services billed to the Association;
- c. taxes on property owned by the Association and the Association's income taxes;
- d. management, legal, accounting and professional fees for services to the Association;
- e. operating expenses;
- f. premiums and deductibles on insurance policies and bonds deemed by the Board to be necessary or desirable for the benefit of the Association;
- g. contributions to the reserve funds; and

- h. any other expense which the Association is required by law or the Community Documents to pay, or which in the opinion of the Board is necessary or proper for the operation and maintenance of the Property or for enforcement of the Community Documents.

8.3.2. Special Assessments. In addition to Regular Assessments, the Board may levy one or more Special Assessments against all Lots for the purpose of defraying, in whole or in part, common expenses not anticipated by the annual budget or reserve funds. Special Assessments do not require the approval of the Owners, except that Special Assessments for the following purposes must be approved by Owners of least a majority of the Lots: (a) acquisition of immovable property, other than the purchase of a Lot at the sale foreclosing the Association's privilege against the Lot; (b) construction of additional improvements within the Property, but not replacement of original improvements; and (c) any expenditure that may reasonably be expected to significantly increase the Association's responsibility and financial obligation for operations, insurance, maintenance, repairs, or replacement.

8.3.3. Individual Assessments. In addition to Regular and Special Assessments, the Board may levy an Individual Assessment against a Lot and its Owner. Individual Assessments may include, but are not limited to: interest, late charges, and collection costs on delinquent Assessments; reimbursement for costs incurred in bringing an Owner or his Lot into compliance with the Community Documents; fines for violations of the Community Documents; fees or charges by the managing agent of the Association for services provided to, or for the benefit of, one Lot; common expenses that benefit fewer than all of the Lots, which may be assessed according to benefit received; fees or charges levied against the Association on a per-Lot basis; and "pass through" expenses for services to Lots provided through the Association and which are equitably paid by each Lot according to benefit received.

8.4. BASIS AND RATE OF ASSESSMENTS. The share of liability for common expenses allocated to each Lot is uniform for all Lots; subject, however, to an exemption for Declarant provided in Article 15.

8.5. ANNUAL BUDGET. The Board will prepare and approve an estimated annual budget for each fiscal year.

8.6. DUE DATE. The Board may levy Regular Assessments on any periodic basis - annually, semi-annually, quarterly, or monthly. Regular Assessments are due on the first day of the period for which levied. Special and Individual Assessments are due on the date stated in the notice of Assessment or, if no date is stated, within 10 days after notice of the Assessment is given. Assessments are delinquent if not received by the Association on or before the due date.

8.7. RESERVE FUNDS. The Association may establish, maintain, and accumulate reserves for operations and for replacement and repair of Common Area improvements. Declarant is not required to fund reserves.

8.8. ASSOCIATION'S RIGHT TO BORROW MONEY. The Association is granted the right to borrow money, subject to the consent of Owners of at least a majority of Lots and the ability of the Association to repay the borrowed funds from Assessments. To assist its ability to borrow, the Association is granted the right to encumber, mortgage, or pledge any of its immovable or movable property, and the right to assign its right to future income, as security for money borrowed or debts incurred, provided that the rights of the lender in the pledged property are subordinate and inferior to the rights of the Owners hereunder.

8.9. LIMITATIONS OF INTEREST. Notwithstanding anything to the contrary in the Community Documents or any other document or agreement executed or made in connection with the Association's collection of Assessments, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law.

8.10. EFFECT OF NONPAYMENT OF ASSESSMENTS. An Assessment is delinquent if the Association does not receive payment in full by the Assessment's due date. The Association, acting through the Board, is responsible for taking action to collect delinquent Assessments. From time to time, the Association may delegate some or all of the collection procedures and remedies, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collector.

Neither the Board nor the Association, however, is liable to an Owner or other person for its failure or inability to collect or attempt to collect an Assessment. The following remedies and rights are in addition to and not in substitution for all other rights and remedies which the Association has:

- a. Delinquent Assessments bear interest from the date due until paid, at a rate to be determined by the Board from time to time, not to exceed ten percent (10%) per annum, and reasonable late fees, at a rate to be determined by the Board from time to time.
- b. If an Assessment is being paid in installments, the Association may accelerate the remaining installments.
- c. The Owner who has not paid the Assessment is liable to the Association for reimbursement of reasonable costs incurred by the Association to collect the delinquent Assessments, such as attorney's fees.
- d. If the delinquent Assessment is more than thirty (30) days past due, the Association may suspend the right to vote appurtenant to the Lot.
- e. The Association may file suit seeking a money judgment against the Owner, without foreclosing or waiving the Association's privilege for Assessments, may notify and communicate with the holder of any privilege against a Lot regarding the Owner's default and payment of Assessments and may foreclose its privilege against the Lot by judicial or non-judicial means.

8.11. MEANING OF PRIVILEGE. As used in this Article 8 and in other provisions of this Declaration (including without limitation Article 9), the word "**privilege**" has the same meaning as the word "privilege" in Mississippi Revised Statutes 9:1145 - 1148.

ARTICLE 9

ASSESSMENT PRIVILEGE

9.1. ASSESSMENT PRIVILEGE. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay Assessments to the Association. Each Assessment is a charge on the Lot and is secured by a continuing privilege on the Lot. Each Owner, and each prospective Owner, is placed on notice that his title may be subject to the continuing privilege for Assessments attributable to a period prior to the date he purchased his Lot.

9.2. SUPERIORITY OF MORTGAGE. The Assessment privilege on a Lot is subordinate and inferior to (a) a recorded mortgage securing a loan for construction of the original dwelling, (b) a first or senior purchase money vendor's privilege or mortgage and any renewal, modification or refinancing of said vendor's privilege or mortgage, (c) a home equity or reverse mortgage which is a renewal, extension, or refinance of a first or senior purchase money vendor's privilege or mortgage recorded before the date on which the delinquent Assessment became due, and (d) an FHA-insured or VA-guaranteed mortgage.

9.3. EFFECT OF MORTGAGEE'S FORECLOSURE. Foreclosure of a superior lien or other superior encumbrance extinguishes the Association's claim against the Lot for unpaid Assessments that became due before the sale, but does not extinguish the Association's claim against the former Owner. The purchaser at the foreclosure sale of a superior lien or other superior encumbrance is liable for Assessments coming due from and after the date of the sale, and for the Owner's pro rata share of the pre-foreclosure deficiency as an Association expense.

9.4. NOTICE AND RELEASE OF NOTICE. The Association's privilege for Assessments is created by recordation of a sworn detailed statement in accordance with the requirements of Mississippi law

9.5. FORECLOSURE OF PRIVILEGE. The Assessment privilege may be enforced by judicial or non-judicial foreclosure. In any foreclosure, the Owner is required to pay the Association's costs and expenses for the proceedings, including reasonable attorney's fees. The Association has the power to bid on the Lot at foreclosure sale and to acquire, hold, lease, mortgage, and convey same.

ARTICLE 10
ENFORCING THE COMMUNITY DOCUMENTS

10.1. NOTICE. Before the Association may exercise certain of its remedies for a violation of the Community Documents or damage to the Property, the Association must give an Owner written notice. Notices are also required before an Owner is liable to the Association for certain charges, including reimbursement of attorney's fees incurred by the Association.

10.2. REMEDIES. The remedies provided in this Article for breach of the Community Documents are cumulative and not exclusive. In addition to other rights and remedies provided by the Community Documents and by applicable law, the Association has the following rights to enforce the Community Documents, subject to applicable notice and hearing requirements (if any):

10.2.1. Fine. The Association may levy fines for each act of violation or for each day a violation continues.

10.2.2. Suspension. The Association may suspend the right of Owners and residents to use Common Areas for any period during which the Owner or resident, or the Owner or resident's family, guests, employees, agents, or contractors violate the Community Documents.

10.2.3. Self-Help. The Association has the right to enter any part of the Property, including Lots, to abate or remove, using force as may reasonably be necessary, any improvement, thing, animal, person, vehicle, or condition that violates the Community Documents. In exercising this right, the Board is not trespassing and is not liable for damages related to the abatement. The Board may levy its costs of abatement against the Lot and Owner as an Individual Assessment. The Board will make reasonable efforts to give the violating Owner prior notice of its intent to exercise self-help. The notice may be given in any manner likely to be received by the Owner. Prior notice is not required (a) in the case of emergencies, (b) to remove signs which violate the restrictions in this Declaration or in any rules adopted by the Association, (c) to remove violative debris, or (d) to remove any other violative item or to abate any other violative condition that is easily removed or abated and that is considered a nuisance, dangerous, or an eyesore to the neighborhood.

10.2.4. Suit. Failure to comply with the Community Documents will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both.

10.3. BOARD DISCRETION. The Board may use its sole discretion in determining whether to pursue a violation of the Community Documents, provided the Board does not act in an arbitrary or capricious manner. In evaluating a particular violation, the Board may determine that under the particular circumstances (1) the Association's position is not sufficiently strong to justify taking any further action; (2) the provision being enforced is or may be construed as inconsistent with applicable law; (3) although a technical violation may exist, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (4) that enforcement is not in the Association's best interest, based on hardship, expense, or other reasonable criteria.

10.4. NO WAIVER. The Association and every Owner has the right to enforce all restrictions, conditions, covenants, privileges, and charges now or hereafter imposed by the Community Documents. Failure by the Association or by any Owner to enforce a provision of the Community Documents is not a waiver of the right to do so thereafter. If the Association does waive the right to enforce a provision, that waiver does not impair the Association's right to enforce any other part of the Community Documents at any future time. No officer, director, or Member of the Association is liable to any Owner for the failure to enforce any of the Community Documents at any time.

10.5. RECOVERY OF COSTS. The costs of curing or abating a violation are at the expense of the Owner or other person responsible for the violation. If legal assistance is obtained to enforce any provision of the Community Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Community Documents or the restraint of violations of the Community Documents, the prevailing party is entitled to recover from the nonprevailing party all reasonable and necessary costs incurred by it in such action, including reasonable attorney's fees.

ARTICLE 11

MAINTENANCE AND REPAIR OBLIGATIONS

11.1. ASSOCIATION MAINTAINS. The Association's maintenance obligations will be discharged when and how the Board deems appropriate. The Association maintains, repairs, and replaces, as a common expense, the portions of the Property listed below, regardless of whether the portions are on Lots or Common Areas:

- a. the Common Areas and any improvements located thereon;
- b. any immovable and movable property, and any improvements thereon, owned by the Association but which is not a Common Area, such as a Lot owned by the Association;
- c. any property adjacent to the Property if maintenance of same is deemed to be in the best interests of the Association, and if not prohibited by the owner or operator of said property; and
- d. any area, item, servitude, or service - the maintenance of which is assigned to the Association by this Declaration, by the County, or by the Plat.

11.2. OWNER RESPONSIBILITY. Every Owner has the following responsibilities and obligations for the maintenance, repair, and replacement of the Property, subject to the architectural control requirements:

11.2.1. Improvements Maintenance. Each Owner, at the Owner's expense, must maintain all improvements on the/his Lot. Maintenance includes preventative maintenance, repair as needed, and replacement as needed. Each Owner is expected to maintain and repair his Lot's improvements at a level, to a standard, and with an appearance that is commensurate with the neighborhood and according to its original design, condition, and color. Specifically, each Owner must repair and replace damaged, worn, rotten, deteriorated, and unattractive materials, and must regularly repaint all painted surfaces. This maintenance obligation includes, but is not limited to, any buildings, fences, structures, equipment, and any other improvements or items placed on the Lot, and includes any fences located on any portion of the Lot, including common lot lines or property lines, and also includes any fences along the perimeter of the subdivision that are located on any portion of a Lot.

11.2.2. Yard Maintenance. Each Owner, at the Owner's expense, must maintain the yards on his Lot at a level, to a standard, and with an appearance that is commensurate with the neighborhood. "Yards" means all parts of the Lot other than the dwelling, including fenced and unfenced portions of the Lot.

11.3. OWNER'S DEFAULT IN MAINTENANCE. If the Board determines that an Owner has failed to properly discharge his obligation to maintain, repair, and replace items for which the Owner is responsible, the Board may give the Owner written notice of the Association's intent to provide the necessary maintenance at Owner's expense. The notice must state, with reasonable particularity, the maintenance deemed necessary and a reasonable period of time in which to complete the work. If the Owner fails or refuses to timely perform the maintenance, the Association may do so at Owner's expense, which is an Individual Assessment against the Owner and his Lot. In case of an emergency, however, the Board's responsibility to give the Owner written notice may be waived and the Board may take any action it deems necessary to protect persons or property, the cost of the action being the Owner's expense.

ARTICLE 12

MORTGAGEE PROTECTION

12.1. PURCHASE MONEY MORTGAGEE RIGHTS. As used in this Article, "Purchase Money Mortgagee" means a holder, insurer, or guarantor of a purchase money mortgage secured by a recorded senior or first mortgage against a Lot, or any renewal, modification, or refinancing of said recorded senior or first mortgage. The Purchase Money Mortgagee has the following rights:

- a. its mortgage against the Lot is superior to the Association's privilege for Assessments;

- b. an action to terminate the legal status of the Property after substantial destruction or condemnation must be approved by a majority of the Purchase Money Mortgagees, in addition to the required consents of Owners;
- c. an action to terminate the legal status for reasons other than substantial destruction or condemnation must be approved by at least two-thirds of the Purchase Money Mortgagees;
- d. a Purchase Money Mortgagee may inspect the Association's books and records, by appointment, during normal business hours;
- e. a Purchase Money Mortgagee may have an audited statement prepared at its own expense;
- f. a Purchase Money Mortgagee is exempt from any right of first refusal imposed by the Association with respect to a lease, sale, or transfer of a Lot; and
- g. a Purchase Money Mortgagee may attend and address any meeting of the Association which an Owner may attend.

12.2 COMMUNICATIONS WITH MORTGAGEE. If the Community Documents or public law require the consent of Purchase Money Mortgagees for an act, decision or amendment by the Association, the approval of a Purchase Money Mortgagee is implied when the Purchase Money Mortgagee fails to respond within thirty (30) days after receiving the Association's written request for approval of a proposed amendment, provided the Association's request was delivered by certified or registered mail, return receipt requested.

ARTICLE 13 **AMENDMENTS**

13.1. CONSENTS REQUIRED. As permitted by this Declaration, certain amendments of this Declaration may be approved by Declarant alone, or by the Board alone. Otherwise, amendments to this Declaration must be approved by a majority vote of the Members. Approval of the Members does not require that an amendment to this Declaration be signed by the consenting Owners, or that consents be executed and acknowledged by the approving Members; where a vote of the Members is required to amend this Declaration, a Certificate signed by the Secretary of the Association will be sufficient to evidence the required consent.

13.2. EFFECTIVE. To be effective, an amendment must be in the form of a written instrument (a) referencing the name of the Property, the name of the Association, and the recording data of this Declaration and any amendments hereto, (b) reciting the authority by which approved, and (c) recorded in the conveyance records of the county in which the Property is located.

13.3 DECLARANT PROVISIONS. Declarant has an exclusive right to Unilaterally amend this Declaration for the purposes stated in Article 15. No amendment may affect Declarant's rights under this Declaration without Declarant's written and acknowledged consent, which must be part of the recorded amendment instrument. This Section may not be amended without the Declarant's written and acknowledged consent.

13.4. MERGER. Merger or consolidation of the Association with another association must be evidenced by an amendment to this Declaration. During the Development Period, any amendment effecting or authorizing a merger or consolidation of the Association with another association must be approved by Declarant. After the Development Period, the amendment must be approved by Owners of at least a majority of the Lots.

ARTICLE 14

DISPUTE RESOLUTION

14.1. INTRODUCTION AND DEFINITIONS. The Association, the Owners, Declarant, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, the “**Parties**”) agree to encourage the amicable resolution of disputes involving the Property and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, each Party hereby covenants and agrees that this Article applies to all claims as hereafter defined. As used in this Article only, the following words, when capitalized, have the following specified meanings:

14.1.1. “Claim” means any claim, grievance, or dispute between Parties involving the Property, except Exempt Claims, as defined below, and including without limitation (a) claims arising out of or relating to the interpretation, application or enforcement of the Community Documents, (b) claims related to the rights and/or duties of Declarant as Declarant under the Community Documents, and (c) claims relating to the design, construction, or maintenance of the Property.

14.1.2. “Claimant” means any Party having a Claim against any other Party.

14.1.3. “Exempt Claims” means the following claims or actions, which are exempt from this Article:

- a. the Association's claim for Assessments, and any action by the Association to collect Assessments;
- b. an action by a Party to obtain a temporary restraining order or equivalent emergency equitable relief, and such other ancillary relief as the court deems necessary to maintain the status quo and preserve the Party's ability to enforce the provisions of this Declaration;
- c. enforcement of the servitudes, architectural control, maintenance, and use restrictions of this Declaration; and
- d. a suit to which an applicable statute of limitations would expire within the notice period of this Article, unless a Party against whom the Claim is made agrees to toll the statute of limitations as to the Claim for the period reasonably necessary to comply with this Article.

14.1.4. “Respondent” means the Party against whom the Claimant has a Claim.

14.2. MANDATORY PROCEDURES. Claimant may not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of its Claim until Claimant has complied with the procedures of this Article.

14.3. NOTICE. Claimant must notify Respondent in writing of the Claim (the “**Notice**”), stating plainly and concisely: (a) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (b) the basis of the Claim (i.e., the provision of the Community Documents or other authority out of which the Claim arises); (c) what Claimant wants Respondent to do or not do to resolve the Claim; and (d) that the Notice is given pursuant to this Section.

14.4. NEGOTIATION. Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within 60 days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually-acceptable place and time to discuss the Claim. At such meeting or at some other mutually-agreeable time, Respondent and Respondent's representatives will have full access to the property that is subject to the Claim for the purposes of inspecting the property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the property to take and complete corrective action.

14.5. MEDIATION. If the parties negotiate but do not resolve the Claim through negotiation within

one hundred twenty (120) days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have thirty (30) additional days within which to submit the Claim to mediation by a mediator on which the parties mutually agree. If Claimant does not submit the Claim to mediation within the said thirty (30) day period, Claimant is deemed to have waived the Claim, and Respondent is released and discharged from any and all liability to Claimant on account of the Claim.

14.6. TERMINATION OF MEDIATION. If the Parties do not settle the Claim within 30 days after submission to mediation, the mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. Thereafter, Claimant may file suit or initiate administrative proceedings on the Claim, as appropriate.

14.7. ALLOCATION OF COSTS. Except as otherwise provided in this Section, each Party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, and Mediation sections above, including its attorney's fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator.

14.8. ENFORCEMENT OF RESOLUTION. Any settlement of the Claim through negotiation or mediation will be documented in writing and signed by the Parties. If any Party thereafter fails to abide by the terms of the agreement, then the other Party may file suit or initiate administrative proceedings to enforce the agreement without the need to again comply with the procedures set forth in this Article. In that event, the Party taking action to enforce the agreement is entitled to recover from the non-complying Party all costs incurred in enforcing the agreement, including, without limitation, attorney's fees and court costs.

14.9. LITIGATION APPROVAL AND SETTLEMENT. The initiation of any judicial or administrative proceeding by the Association is subject to the following conditions in addition to the above alternate dispute resolution procedures. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by this Section. This Section may not be amended without the approval of Owners of at least seventy-five percent (75%) of the Lots.

14.9.1. Owner Approval. The Association may not initiate any judicial or administrative proceeding without the prior approval of Owners of at least a majority of the Lots, except that no such approval is required (a) to enforce provisions of this Declaration, including collection of Assessments; (b) to challenge condemnation proceedings; (c) to enforce a contract against a contractor, vendor, or supplier of goods or services to the Association; (d) to defend claims filed against the Association or to assert counterclaims in a proceedings instituted against the Association; or (e) to obtain a temporary restraining order or equivalent emergency equitable relief when circumstances do not provide sufficient time to obtain the prior consents of Owners in order to preserve the status quo.

14.9.2. Higher Approval of Certain Suits. Also, the Association may not initiate any judicial or administrative proceeding against Declarant, a Declarant Affiliate, a Builder, Association officers and directors, or the managing agent of the Association without the approval of Owners representing at least seventy-five percent (75%) of the Lots.

14.9.3. Funding Litigation. Except in the case of a temporary restraining order or equivalent emergency equitable relief when circumstances do not provide sufficient time to levy a Special Assessment, the Association must levy a Special Assessment to fund the estimated costs of litigation prior to initiating a judicial or administrative proceeding. The Association may not use its annual operating income, reserve funds, or savings to fund litigation, unless the Association's annual budget or a savings account was established and funded from its inception as a litigation reserve fund.

14.9.4. Settlement. The Board, on behalf of the Association and without the consent of Owners, is hereby authorized to negotiate settlement of litigation, and may execute any document related thereto, such as settlement agreements and waiver or release of claims.

ARTICLE 15
DECLARANT RIGHTS AND RESERVATIONS

15.1. GENERAL PROVISIONS.

15.1.1. General Reservation and Construction. Notwithstanding other provisions of this Declaration and other Community Documents to the contrary: (a) nothing contained in this Declaration or any of the other Community Documents may be construed to prevent, interfere or lessen the rights of Declarant reserved or otherwise contained in this Article 15; and (b) all mortgagees, other Owners, and the Association are all prohibited from preventing or interfering with the exercise by Declarant of the rights of Declarant reserved or otherwise contained in this Article 15. Declarant hereby reserves exclusively unto itself and its successors and assigns all rights of Declarant set forth in this Article 15. In case of conflict between this Article and any other provision of this Declaration or any other Community Document, this Article controls. This Article may not be amended without the prior written consent of Declarant. The terms and provisions of this Article must be construed liberally to give effect to Declarant's intent to protect Declarant's interests in the Property.

15.1.2. Purpose of Development Period. This Article gives Declarant certain rights during the Development Period to ensure a complete and orderly buildout and sellout of the Property, which is ultimately for the benefit and protection of Owners and mortgagees.

15.1.3. Intent to Build. Declarant, in its own name or through Declarant Affiliates, intends to construct dwellings on the Lots in connection with the sale of the Lots. However, Declarant may, without notice, sell some or all of the Lots to one or more other Builders to improve the Lots with dwellings to be sold and occupied. In that event and during the Development Period: (a) Declarant may declare any other Builder (including without limitation Declarant Affiliates) exempt, in whole or in part, from Assessments by the Association and from any obligation to make contributions to the Association's reserve funds and such exemption may be fixed for a designated period of time or may be indefinite; and (b) Declarant may, in its sole discretion, amend this Declaration to add or modify provisions addressing the role of a Builder in the Property and Declarant is hereby granted the authority to Unilaterally amend this Declaration as provided in Section 13.4 for this purpose.

15.2. [INTENTIONALLY LEFT BLANK]

15.3. DEVELOPMENT PERIOD RESERVATIONS - GOVERNANCE. Declarant reserves the following powers, rights, and duties during the Development Period:

15.3.1. Incorporation of Association. Declarant will incorporate the Association as a Mississippi nonprofit corporation before the end of the Development Period.

15.3.2. Officers and Directors. During the Development Period, the Board may consist of 3 persons, or such other number as may be authorized in the Bylaws. During the Development Period, Declarant may appoint, remove, and replace any officer and any director of the Association, none of whom need be Members or Owners, and each of whom is indemnified by the Association as a "Leader." Declarant's unilateral right to remove and replace officers and directors applies to officers and directors who were elected or designated by Owners other than Declarant, as well as to Declarant's appointees.

15.3.3. Association Meetings. During the Development Period, meetings of the Association may be held at a location, date, and time that is convenient to Declarant, whether or not it is mutually convenient for the Owners.

15.3.4. Transition Meeting. Within 60 days after the end of the Development Period, or sooner at the Declarant's option, Declarant will call a transition meeting of the Owners for the purpose of electing, by vote of the Members, directors to the Board. Written notice of the transition meeting must be given to an Owner of each Lot at least 10 days before the meeting. The directors elected at the transition meeting will serve until the next annual meeting of the Association or a special meeting of the Association called for the purpose of electing directors, at which time the staggering of terms will begin. Homeowner's in attendance shall constitute quorum.

15.4. DEVELOPMENT PERIOD RESERVATIONS - FINANCIAL. Declarant reserves the

following powers, rights, and duties during the Development Period:

15.4.1. Association Budget. During the Development Period, the Declarant-appointed Board will establish a projected budget for the Property as a fully developed, fully constructed, and fully occupied residential community with a level of services and maintenance that is typical for similar types of developments in the general area of the Property, using cost estimates that are current for the period in which the budget is prepared.

15.4.2 Budget Funding. As long as the Declarant controls the Association by its appointment of a majority or more of the directors, Declarant is responsible for the difference between the Association's actual operating expenses and the Regular Assessments received from the Owners other than Declarant, and will provide any additional funds necessary to pay actual cash outlays of the Association. When Declarant ceases to control the Association, Declarant will cease being responsible for the difference between the Association's operating expenses and the Assessments received from Owners other than Declarant.

15.4.3. Enhancements. During the Development Period, Declarant, in Declarant's sole discretion, may, from time to time, voluntarily provide enhancements for the Property, such as higher levels of maintenance, management, insurance, seasonal color in landscaping, and recreational personnel. Such enhancements are not included in the Association's annual operating budget or, alternatively, if included are identified as Declarant enhancements. In the event that Declarant provides enhancements to the Property as authorized in this Section 15.4.3, Declarant may at any time cease providing such enhancements.

15.4.4. Declarant Assessments and Reserves. During the Development Period, any immovable property owned by Declarant is not subject to Assessment by the Association. During the Development Period, Declarant is not required to make contributions to the Association's reserve funds for the Lots owned by Declarant.

15.4.5. Commencement of Assessments. During the Development Period, Declarant will determine when the Association first levies Regular Assessments against the Lots.

15.4.6. Budget Control. During the Development Period, the right of Owners to veto Assessment increases or Special Assessments is not effective and may not be exercised.

15.4.7. Inspect and Correct Accounts. For a period of 5 years after termination of the Development Period, Declarant reserves for itself and for Declarant's accountants and attorneys, the right, but not the duty, to inspect, correct, and adjust the Association financial records and accounts from the Development Period. The Association may not refuse to accept an adjusting or correcting payment made by or for the benefit of Declarant. Notwithstanding any inferences to the contrary in the preamble paragraph of this Article 15, Declarant's rights under this Section 15.4.7 will not terminate until 5 years following the last day of the Development Period.

15.5. DEVELOPMENT PERIOD ADDITIONAL RESERVATIONS. Declarant reserves the following servitudes and rights, exercisable at Declarant's sole discretion, at any time during the Development Period, regardless of whether Declarant owns any Property at the time of use of the servitude or exercise of the right:

15.5.1. Platting. Unplatted parcels, if any, may be platted in whole or in part, and in phases. The right to plat belongs to the owner of the unplatted parcel, provided, however, that a plat that creates Common Areas or obligations for the Association must also be approved by Declarant.

15.5.2. Expansion. During the Development Period, Declarant may, in its sole discretion, annex to declare to be included as part of the Property: (a) any immovable property any portion of which is contiguous with, adjacent to, or within 1,000 feet of any immovable property that is subject to this Declaration, (b) any immovable property in any addition or subdivision platted by the County as a phase or section of the Property, or (c) located in a planned development district created by the County for the property subject to this Declaration. Declarant annexes immovable property by subjecting it to the Declaration and the jurisdiction of the Association by recording a supplement or an amendment of this Declaration, executed by Declarant, in the conveyance records of the County. The supplement or

amendment of annexation must include a description of the additional immovable property or a reference to the recorded plat that describes the additional immovable property.

15.5.3. Withdrawal. Declarant may withdraw immovable property from the effect of this Declaration (a) if the owner of the withdrawn property consents to the withdrawal, and (b) if the withdrawal does not significantly and detrimentally change the appearance, character, operation, or use of the Property.

15.5.4. Changes in Development Plan. Declarant may modify the initial development plan to respond to perceived or actual changes and opportunities in the marketplace. Declarant may (a) change the sizes, dimensions, and configurations of Lots and streets; (b) change the minimum dwelling size; (c) change the building setback requirements; and (d) eliminate or modify any other feature of the Property.

15.5.5. Architectural Control. Declarant has the absolute right to serve as the Architectural Reviewer. Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights as Architectural Reviewer. Any such delegation must be in writing and must specify the scope of delegated responsibilities. Any such delegation is at all times subject to the unilateral rights of Declarant (a) to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated and (b) to veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason. Declarant also has the unilateral right to exercise architectural control over vacant Lots in the Property.

15.5.6. Amendment. Declarant may Unilaterally amend this Declaration and the other Community Documents, for any purpose, without consent of other Owners or any mortgagee.

15.5.7. Completion. Declarant has (a) the right to complete or make improvements indicated on the Plat; (b) the right to sell or lease any Lot owned by Declarant; and (c) a servitude and right to erect, construct, and maintain on and in the Common Area and Lots owned or leased by Declarant whatever Declarant determines to be necessary or advisable in connection with the construction, completion, management, maintenance, leasing, and marketing of the Property, including, without limitation, parking areas, temporary buildings, temporary fencing, portable toilets, storage areas, dumpsters, trailers, and commercial vehicles of every type.

15.5.8. Servitude to Inspect and Right to Correct. Declarant reserves for itself the right, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any structure, improvement, or condition that may exist on any portion of the Property, including the Lots, and a perpetual nonexclusive servitude of access throughout the Property to the extent reasonably necessary to exercise this right. Declarant will promptly repair, at its sole expense, any damage resulting from the exercise of this right.

15.5.9. Promotion. Declarant reserves for itself a servitude and right to place or install signs, banners, flags, display lighting, potted plants, exterior decorative items, seasonal decorations, temporary window treatments, and seasonal landscaping on the Property, including items and locations that are prohibited to other Owners and residents, for purposes of promoting, identifying, and marketing the Property and/or Declarant's dwellings, Lots, developments, or other products located outside the Property. Declarant reserves a servitude and right to maintain, relocate, replace, or remove the same from time to time within the Property. Declarant also reserves the right to sponsor marketing events (e.g., open houses, MLS tours, and brokers parties) on the Property to promote the sale of Lots.

15.5.10. Offices. Declarant reserves for itself the right to use dwellings owned or leased by Declarant as models, storage areas, and offices for the marketing, management, maintenance, customer service, construction, and leasing of the Property and/or Declarant's developments or other products located outside the Property. Also, Declarant reserves for itself the servitude and right to make structural changes and alterations on and to Lots and dwellings used by Declarant as models, storage areas, and offices, as may be necessary to adapt them to the uses permitted under this Declaration.

15.5.11. Access. Declarant has a servitude and right of ingress and egress in and through the Property for purposes of constructing, maintaining, managing, and marketing the Property, and for discharging Declarant's obligations under this Declaration. Declarant also has the right to provide a reasonable means of access for the homebuying public through any existing or future gate that restricts

vehicular access to the Property in connection with the active marketing of Lots and homes by Declarant, including the right to require that the gate be kept open during certain hours and/or on certain days. This provision may not be construed as an obligation or intent to gate the Property.

15.5.12. Utility Servitudes. Declarant may grant permits, licenses, and servitudes over, in, on, under, and through the Property for utilities, roads, and other purposes necessary for the proper development and operation of the Property. Declarant reserves the right to make changes in and additions to the servitudes on any Lot, as shown on the Plat, to more efficiently or economically install utilities or other improvements. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, television, cable, internet service, and security. To exercise this right as to land that is not a Common Area of the Property or not owned by Declarant, Declarant must have the prior written consent of the Owner.

15.6. DIFFERENT STANDARDS. Declarant has the right (1) to establish specifications for the construction of all initial improvements in the Property, (2) to establish different specifications for each neighborhood within the Property, and (3) to grant variances or waivers from community-wide standards to certain neighborhoods of the Property.

15.7. MARKETING OTHER LOCATIONS. This Declaration grants to Declarant a number of significant rights to market the Property. Declarant hereby reserves for itself and any current or future Declarant Affiliates the right to use each and every such right for the additional purposes of promoting, identifying, and marketing off-site developments of Declarant or Declarant Affiliates for the duration of the Development Period, even though Declarant and Declarant Affiliates may have completed the marketing of Lots or dwellings in the Property.

15.8. COMMON AREAS. For every Common Area capable of being conveyed to the Association, Declarant will convey title to the Common Area to the Association by one or more deeds - with or without warranty. Declarant's conveyance of title is a ministerial task that does not require and is not subject to acceptance by the Association or the Owners.

15.9. SUCCESSOR DECLARANT. Declarant may designate one or more Successor Declarants for specified designated purposes and/or for specified portions of the Property, or for all purposes and all of the Property. To be effective, the designation must be in writing, signed and acknowledged by Declarant and Successor Declarant, and recorded in the conveyance records of the County. Declarant (or Successor Declarant) may subject the designation of Successor Declarant to limitations and reservations. Unless the designation of Successor Declarant provides otherwise, a Successor Declarant has the rights of Declarant under this Section and may designate further Successor Declarants.

ARTICLE 16

GENERAL PROVISIONS

16.1. HIGHER AUTHORITY. In the event of a conflict between the Community Documents, the hierarchy of authority is as follows: the Plat (highest), this Declaration, Association's Articles of Incorporation, Bylaws, and the rules (lowest). Within the Declaration, Article 15 has the highest authority. In the event of any conflict between an action by, or decision of, Declarant pursuant to its rights under this Agreement and an action by, or decision of, the Association (including without limitation any agency, department, committee or other division of the Association), the action by, or decision of, Declarant will control.

16.2. NOTICE. All demands or other notices required to be sent to an Owner or resident by the terms of this Declaration may be sent by electronic, ordinary, or certified mail, postage prepaid, to the party's last known address as it appears on the records of the Association on the date the notice is issued. If an Owner fails to give the Association an address for sending notices, all notices may be sent to the Owner's Lot, and the Owner is deemed to have been given notice whether or not he actually receives it.

16.3. LIBERAL CONSTRUCTION. The terms and provisions of each Community Document are to be liberally construed to give effect to the purposes and intent of the Community Document. All doubts regarding a provision, including restrictions on the use or alienability of property, will be resolved first to give effect to Declarant's intent to protect Declarant's interests in the Property, and second in favor of the

operation of the Association and its enforcement of the Community Documents, regardless which party seeks enforcement.

16.4. RULES OF CONSTRUCTION. Invalidation of any provision of this Declaration by judgment or court order does not affect any other provision, which remains in full force and effect. The effect of a general statement is not limited by the enumeration of specific matters similar to the general. The captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. Unless the context provides otherwise, a reference to a gender includes all genders. Similarly, a reference to the singular includes the plural, the plural the singular, where the same would be appropriate. The word “**shall**” and “**will**” have the same meaning in this Declaration and are both to be interpreted as mandatory.

16.5. DURATION. Unless terminated or amended by Owners as permitted in this Declaration, the provisions of this Declaration run with and bind the Property and will remain in effect perpetually to the extent permitted by law.

THUS DONE AND PASSED, in multiple originals, in my office in _____ County, Mississippi, on the day, month, and year first above written, and in the presence of the undersigned, competent witnesses, who hereunto sign their names with the said Declarant/Appearer and me, Notary, after reading of the whole.

WITNESSES:

Printed Name: _____

Printed Name: _____

DECLARANT/APPEARER

By: _____

NOTARY PUBLIC, in and for

County, Mississippi

My Commission Expires: _____

Printed Name of Notary Public: _____

Number Assigned to Notary Public (or Bar Roll No.): _____

EXHIBIT A
LEGAL DESCRIPTION

A parcel of land situated and being located in the NW 1/4 of the SE 1/4 of Section 28, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Beginning at a Found Flagged Concrete Post located at the Northeast corner of Lot 20, Tara Hills Subdivision, Phase II as recorded in the Office of the Chancery Clerk of Harrison County, First Judicial District in Plat Book 40 at Page 12; thence run South 89°43'08" West along the North line of Lots 20 and 21, Tara Hills Subdivision, Phase II a distance of 320.56 feet to a found iron pin located at the Northeast corner of Lot 22, Tara Hills Subdivision, Phase II; thence run South 89°35'39" West along the North line of Lot 22 a distance of 79.83 feet to a found iron pin located at the Northwest corner of Lot 22, Tara Hills Subdivision, Phase II and the Northeast corner of Lot 11, Tara Hills Subdivision, Phase III as recorded in the Office of the Chancery Clerk of Harrison County, First Judicial District in Plat Book 42 at Page 14; thence run South 89°49'56" West along the North line of said Lot 11 a distance of 79.69 feet to a found iron pin located at the Northeast corner of Lot 12, Tara Hills Subdivision, Phase III; thence run South 89°42'11" West along the North line of said Lot 12 a distance of 80.08 feet to a found iron pin located at the Northeast corner of Lot 13, Tara Hills Subdivision, Phase III; thence run South 89°41'57" West along the North line of said Lot 13 a distance of 89.86 feet to a found iron pin located at the Northeast corner of Lot 14, Tara Hills Subdivision, Phase III; thence run South 89°36'33" West a distance of 124.21 feet to a found iron pin located at the Northeast corner of Lot 15, Tara Hills Subdivision, Phase III; thence run South 89°45'59" West along the North line of said Lot 15, Tara Hills Subdivision, Phase III a distance of 195.97 feet to a found iron pin located at the Northwest corner of Lot 15, Tara Hills Subdivision, Phase III and the Northeast corner of the property now for formerly of Charles Larry Benefield; thence run South 89°40'51" West along the North line of the property of Charles Larry Benefield a distance of 381.88 feet to a found iron pin located at the Northwest corner of Charles Larry Benefield; thence run North 00°15'04" East along the East line of the property now or formerly of Timothy James Daigle, Jr. and Jenee Michelle Daigle a distance of 1312.57 feet to a found iron pin and a point on the apparent South margin of South Swan Road; thence run North 89°37'13" East along the apparent South margin of South Swan Road a distance of 595.56 feet to a set iron pin with a cap; thence run South 00°02'40" West along the West line of the property now or formerly of Kirk L. Ladner a distance of 313.05 feet to a set iron pin with a cap; thence run South 74°20'36" East a distance of 291.15 feet to a set iron pin with a cap; thence run South 00°02'40" West a distance of 43.88 feet to a found axle located at the Southwest corner of the property now or formerly of Eddie Wayne Miles; thence run South 89°43'39" East along the South line of the property of Eddie Wayne Miles a distance of 466.82 feet to a set iron pin with a cap located at the Southeast corner of the property of Eddie Wayne Miles; thence run South 00°36'07" East along the West line of the property now or formerly of Cheryl High et al a distance of 217.95 feet to a set iron pin with a cap; thence run South 00°08'24" East along the West line of the property now or formerly of Cheryl L High a distance of 653.81 feet to the Point of Beginning; said property contains 1,464,844 square feet, or approximately 33.63 acres.

(End of Exhibit A)

EXHIBIT B
CONSTRUCTION SPECIFICATIONS

All improvements on a Lot must (1) comply with any applicable governmental ordinances and codes, (2) have a building permit issued by the appropriate governmental entity, if the type of improvement requires a permit, and (3) have the Architectural Reviewer's prior written approval. These three requirements are independent - one does not ensure or eliminate the need for another. The Owner and/or Owner's contractor must comply with all three requirements. Without the Architectural Reviewer's prior written approval for a variance, improvements constructed on every Lot must have the following characteristics:

B.1. HOUSES. The principal improvement on a Lot must be one detached single family dwelling. The dwelling size, setbacks, and exterior materials must comply with the applicable ordinances and with any higher standards established by the Architectural Reviewer.

B.2. NEW CONSTRUCTION. The dwelling must be constructed on the Lot. A dwelling or addition constructed elsewhere may not be moved onto a Lot. Factory-built homes are not permitted, even though assembled or finished on the Lot. However, components of dwellings (such as roof trusses) may be manufactured off-site. The construction of a dwelling must be started promptly after the Architectural Reviewer approves the dwelling's plans and specifications. At the start of construction - but not before - building material to be used in the construction may be stored on the Lot. Once started, the dwelling and all improvements on the Lot must be completed with due diligence.

B.3. EXTERIOR WALL MATERIALS. The type, quality, and color of exterior wall materials must be approved by the Architectural Reviewer. Generally, the dwelling's total exterior area, minus windows and doors, must be masonry or masonry veneer, such as brick, stone, or stucco or siding which must be a cement fiber board product, such as HardiPlank and or Vinyl.

B.4. ROOFS. Roofs must be covered with material having a manufacturer's warranty of at least 20 years. The use of fiberglass shingles is permitted. The color of roofing material must be weatherwood or an equivalent earth tone color. The Architectural Reviewer may permit or require other weights, materials, and colors.

B.5. GARAGE AND DRIVEWAY. Each dwelling must have an attached garage. If the Lot has alley access, the garage must be a rear or side entry using the alley for access. The driveway must be surfaced with concrete.

B.6. CARPORTS. A carport may not be installed, constructed, or maintained on a Lot without the prior written consent of the Architectural Reviewer.

B.7. ACCESSORIES. Installation of all exterior items and surfaces, including address numbers, decorative hardware, external ornamentation, lights fixtures, and exterior paint and stain, is subject to the Architectural Reviewer's prior approval, including approval of design, color, materials, and location.

B.8. NO SUBDIVISION. No Lot may be subdivided. One or more Lots may be replatted with the approval of all Owners of the Lots directly affected by the replatting, and subject to the approval of the city. The parties executing the replat will provide a copy of the recorded replat to the Association. Replatting of Lots may not alter the number of votes and Assessments allocated to the Lots as originally platted. If replatting reduces the number of Lots by combining Lots, the joined Lot will have the votes and Assessments allocated to the Lots as originally platted.

B.9. UTILITIES. All utility lines and equipment must be located underground, except for: (1) elevated or surface lines or equipment required by a public utility or the city; (2) elevated or surface lines or equipment installed by Declarant as part of the development plan; and (3) surface equipment necessary to maintain, operate, or read underground facilities, such as meters, risers, service pedestals, and transformers. The Architectural Reviewer may require that utility meters, risers, pedestals, and transformers be visually screened from the street and neighboring Lots. Each Lot will use city water and sewage systems. Individual water supply and sewage disposal systems are not permitted.

(End of Exhibit B)



State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
CHRIS WELLS, EXECUTIVE DIRECTOR

May 26, 2022

Mr. Kirk L. Ladner, Owner
18226 Highway 53
Gulfport, MS 39503

Dear Mr. Ladner:

Re: Swan Ridge
Lot Nos. 1-84
Gulfport, Harrison County
Project No. 18084-PLA20220001

Our technical review of the plans and specifications for the referenced wastewater collection project has been finalized and initial approval for construction is hereby given.

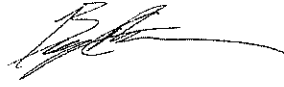
You are reminded that the owner is responsible for proper planning, design, construction, operation, maintenance, replacement, performance, and fiscal integrity of the project. The Department's approval of any document does not relieve the owner or any others of any liabilities or responsibilities. Department approval of any document is for administrative purposes only, and does not establish or convey any such liability or responsibility.

Please be reminded that it is the full responsibility of the owner to ensure all other approvals, permits, clearances, easements, agreements, etc., which may be required prior to or during construction of the project have been or will be obtained.

No later than 60 days after the completion of the project, the owner must, through a letter signed by a professional engineer, certify to the department that the project has been constructed in accordance with submitted plans and specifications. If any changes to the approved plans and specifications are made, "as-built" drawings with a list of all changes must also be submitted. We strongly encourage the submission of Final Plans and Specifications in an electronic file format such as PDF, TIFF on CD or DVD. Please note this is a change from the past procedure of requiring "hard-copy" plans. A signed and stamped cover letter should be included with any electronic files indicating that the plans and specifications submitted electronically were developed by a professional engineer who holds a valid certificate of registration as a professional engineer issued by the Mississippi State Board of Registration for Professional Engineers and Land Surveyors. **Final approval will not be granted until our office has received the engineer's certification of completeness and our office has finalized review of any significant changes to the initial plans.**

Should you have any questions, please contact me at (601) 961-5171.

Sincerely,



Bradley R. Crain, P.E., BCEE
Chief, Municipal & Private Facilities Branch
Environmental Permits Division

cc: William F. Moody, P.E., BCEE, MSDH
Lawrence C. Rumsey, P.E., Rumsey Consulting Engineering, Inc.



*State of Mississippi
Department of Environmental Quality
Office of Pollution Control*

Certificate of Permit Coverage

under Mississippi's Large Construction Storm Water General NPDES Permit

Be it known

**Mr. Kirk L. Ladner
Gulfport, Mississippi**

having submitted an acceptable Construction Notice of Intent, is hereby granted this Certificate of Permit
Coverage in order to discharge storm water associated with the construction of

**Swan Ridge
Receiving Stream: Flat Branch
Harrison County**

Krystal Rudolph

Chief, Environmental Permits Division

Coverage No: MSR108660

Date of Coverage: May 25, 2022

Date General Permit Expires: January 31, 2027

81084 GNP20220001



Rumsey Consulting Engineering, Inc.

Planning, Surveying, Design

910 Howard Avenue • Biloxi, MS 39530
Tel: (228) 432-9344 • Fax: (228) 432-1189
e-mail: rcei@rumseyengineering.com

June 6, 2023

City of Gulfport
Urban Development – Planning Division
1410 24th Avenue, Room 206
Gulfport, Mississippi 39501

Attn: Greg Homes, Assistant Director of Urban Development at City of Gulfport

Re: Swan Ridge Subdivision

Mr. Holmes:

Attached are the following additional documents per your request:

- Application for General Subdivision Plan
- Proof of Ownership – Warranty Deeds
- Notarized Acting Agent form
- Six black line copies of a 18" x 24" General Plan
- One copy of a 11" x 17" General Plan
- Two cds with electronic versions of the General Plan in dwg format
- A draft set of protective covenants
- One set of Engineering Plans
- A check for \$595.00 (\$175.00 and \$5.00 per lot x 84 lots)
- Approval letter and permit from the DEQ for Stormwater

If you have any questions concerning this project, please do not hesitate to call our office at your earliest convenience.

Sincerely,

RUMSEY CONSULTING ENGINEERING, INC.

Lawrence C. Rumsey, P.E.

attachments

A.P.R. = AS PER RECORD
A.P.S. = AS PER SURVEY
A.P.C. = AS PER CALCULATION
A.P.T. = AS PER TAX MAP
C.N.S. = COULD NOT SET

NOTES:
TOPOGRAPHIC INFORMATION PROVIDED BY CLIENT AND PERFORMED BY BROWN & MITCHELL, INC., DRAWING DATED 03-20-07
BOUNDARY SURVEY PERFORMED BY JOHN MARK OTTO, P.S., DATED MARCH 21, 2007 AND PROVIDED BY CLIENT
THIS SURVEY WAS PERFORMED FROM INFORMATION PROVIDED BY CLIENT AND LIMITED RESEARCH ONLINE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THIS SURVEY MAY NOT SHOW ALL EASEMENTS AND OTHER RESTRICTIONS OF RECORD.

- LEGEND:
- FOUND IRON PIN (F.I.P.)
 - SET IRON PIN (S.I.P.)
 - SECTION CORNER
 - CONCRETE MONUMENT
 - x SPOT ELEVATION MARKER
 - TREE TO BE REMOVED
 - TREE TO REMAIN

1. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXACT LOCATION, SIZE AND ELEVATION OF ALL UTILITIES.
2. BEFORE UNDERTAKING EACH PART OF THE WORK, THE CONTRACTOR SHALL CAREFULLY STUDY AND COMPARE THE PLANS AND SPECIFICATIONS AND CHECK AND VERIFY ALL PERTINENT FIGURES SHOWN THEREON AND ALL APPLICABLE FIELD MEASUREMENTS. IF ANY CONFLICTS, ERRORS, DISCREPANCIES OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED EITHER ON THE CONSTRUCTION DOCUMENTS OR IN THE FIELD, THE CONTRACTOR SHALL PROMPTLY REPORT IN WRITING TO THE ENGINEER OR HIS REPRESENTATIVE BEFORE PROCEEDING WITH ANY WORK AFFECTED THEREBY.
3. CONTRACTOR TO MAXIMIZE WATER LINE JOINT SPACING WHERE WATER LINE AND SEWER LINE CROSS (TYPICAL). WATER MAINS CROSSING SEWERS (18" INCHES ABOVE THE SEWER LINE BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE SEWER AT CROSSINGS. ONE FULL LENGTH OF WATER PIPE SHALL BE LOCATED SO BOTH JOINTS WILL BE AS FAR FROM THE SEWER AS POSSIBLE. ANY VARIANCES MUST BE APPROVED BY THE REVIEWING AUTHORITY.
4. ALL EXISTING SEWER SERVICES, EXISTING WATER SERVICES AND UTILITIES DAMAGED BY CONTRACTOR SHALL BE REPLACED IN ACCORDANCE WITH THE CITY OF GULFPORT STANDARDS.
5. DRIVEWAYS, SIDEWALKS, CURB AND GUTTER, VEGETATION, MAILBOXES AND SIGNS DAMAGED BY CONTRACTOR SHALL BE REPLACED WITH LIKE MATERIAL.

6. CONTRACTOR TO MAINTAIN ACCESS TO ALL PROPERTIES DURING CONSTRUCTION. ANY DRIVE CLOSING SHOULD BE COORDINATED WITH OWNERS WITH 24 HOUR NOTICE.
7. CONTRACTORS SHALL MAKE EVERY EFFORT TO PROTECT EACH PRIVATE UTILITY ENCOUNTERED AND COORDINATE ADJUSTMENTS AND/OR UTILITY RELOCATIONS WITH UTILITY OWNERS. ANY DAMAGES DONE TO UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
8. ADJUSTMENTS TO ALL UTILITIES SUCH AS GAS, TELEPHONE, T.V. CABLE, AND POWER APPURTENANCES SHALL BE MADE BY OTHERS, BUT SHALL BE COORDINATED BY THE CONTRACTOR.
9. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS BASED UPON THE BEST INFORMATION AVAILABLE TO THE OWNER OR HIS REPRESENTATIVE. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THE INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR SHALL COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE THE EXACT LOCATION OF ALL EXISTING UTILITIES DETERMINED BEFORE COMMENCING ANY WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
10. IF IT IS NECESSARY TO HOLD ANY UTILITY POLES, AND A CHARGE FOR THIS SERVICE IS ASSESSED, IT SHALL BE THE CONTRACTOR'S SOLE EXPENSE.

11. NO VEHICULAR ACCESS TO SOUTH SWAN ROAD FROM LOTS 4 AND 45.
12. ALL CONSTRUCTION SHALL COMPLY WITH THE "MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD CONSTRUCTION, 2004 EDITION."
13. SYMBOLS FOR WATER VALVES, FIRE HYDRANTS, TEES, ETC., ARE NOT DRAWN TO SCALE (TYP).
14. SEE LOTS 45 AND 86 FOR TYPICAL SETBACKS.

A.P.S. BOUNDARY DATA	
LINE NO.	LINE BEARING AND DISTANCE
1	N 89°55'42" W A.P.R. S 89°41'08" W 320.55' A.P.S.
2	N 89°55'42" W A.P.R. S 89°35'39" W 79.83' A.P.S.
3	N 89°55'42" W A.P.R. S 89°49'58" W 79.89' A.P.S.
4	N 89°55'42" W A.P.R. S 89°42'11" W 80.08' A.P.S.
5	N 89°55'42" W A.P.R. S 89°41'57" W 89.88' A.P.S.
6	N 89°55'42" W A.P.R. S 89°36'33" W 124.21' A.P.S.

A.P.S. CURVE DATA					
CURVE NO.	ARC	RADIUS	TANGENT	CHORD	CHORD LENGTH
A	432.72'	450.00'	234.73'	S27°35'33"W	415.24'
B	110.19'	115.00'	59.74'	S27°41'26"W	106.02'
C	151.69'	193.14'	80.00'	S22°15'31"E	147.82'
D	158.03'	411.58'	80.00'	S55°45'31"E	157.03'
E	102.46'	249.76'	51.98'	S78°30'38"E	101.74'
F	157.23'	100.26'	100.00'	N44°46'20"E	141.60'
G	342.19'	263.60'	200.00'	N37°20'35"W	318.66'
H	79.47'	281.29'	40.00'	N66°26'19"W	79.20'
I	79.48'	284.65'	40.00'	N66°20'40"W	79.22'
J	109.33'	295.00'	55.30'	S50°29'34"E	108.70'
K	146.89'	261.28'	75.44'	S45°00'18"E	144.99'

CONFORMS TO CONSTRUCTION
RECORDS 06-05-23 LCSM/L.C.R.



REVISIONS		BY
1	REVISIONS	LCR
2	REVISIONS	LCR
3	REVISIONS	LCSM

Rumsey Consulting Engineering, Inc.
Planning, Surveying, Design
910 Howard Avenue
Biloxi, Mississippi 39550
(728) 432-8344

PROJECT: SWAN RIDGE
HARRISON COUNTY, MISSISSIPPI

TITLE: LOT & STREET LAYOUT

DRAWN LCR/TLT
CHECKED LCR
DATE 02-04-2022
SCALE 1" = 50'
JOB NO. P-21.01

SHEET LS_01

APR. = AS PER RECORD
A.P.S. = AS PER SURVEY
A.P.C. = AS PER CALCULATION
A.P.T. = AS PER TAX MAP
C.N.S. = COULD NOT SET

NOTES:
TOPOGRAPHIC INFORMATION PROVIDED BY CLIENT AND PERFORMED BY BROWN & MITCHELL, INC., DRAWINGS DATED 03-20-07

BOUNDARY SURVEY PERFORMED BY JOHN MARK OTTO, P.S., DATED MARCH 21, 2007 AND PROVIDED BY CLIENT AND REVERSED BY LAWRENCE C. RUMSEY, P.L.S., DATED NOVEMBER 19, 2021.

THIS SURVEY WAS PERFORMED FROM INFORMATION PROVIDED BY CLIENT AND LIMITED RESEARCH ONLINE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THIS SURVEY MAY NOT SHOW ALL EASEMENTS AND OTHER RESTRICTIONS OF RECORD.

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3. CONTRACTOR TO MAXIMIZE WATER LINE JOINT SPACING WHERE WATER LINE AND SEWER LINE CROSS (TYPICAL). WATER MAINS CROSSING SEWERS SHALL BE LAG TO PROVIDE A MINIMUM VERTICAL DISTANCE OF EIGHTEEN (18) INCHES ABOVE THE SEWER LINE BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE SEWER. AT CROSSINGS, ONE FULL LENGTH OF WATER PIPE SHALL BE LOCATED SO BOTH JOINTS WILL BE AS FAR FROM THE SEWER AS POSSIBLE. ANY VARIANCES MUST BE APPROVED BY THE REVIEWING AUTHORITY.
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CONFORMS TO CONSTRUCTION RECORDS 06-05-23 LCSM/L.C.R.

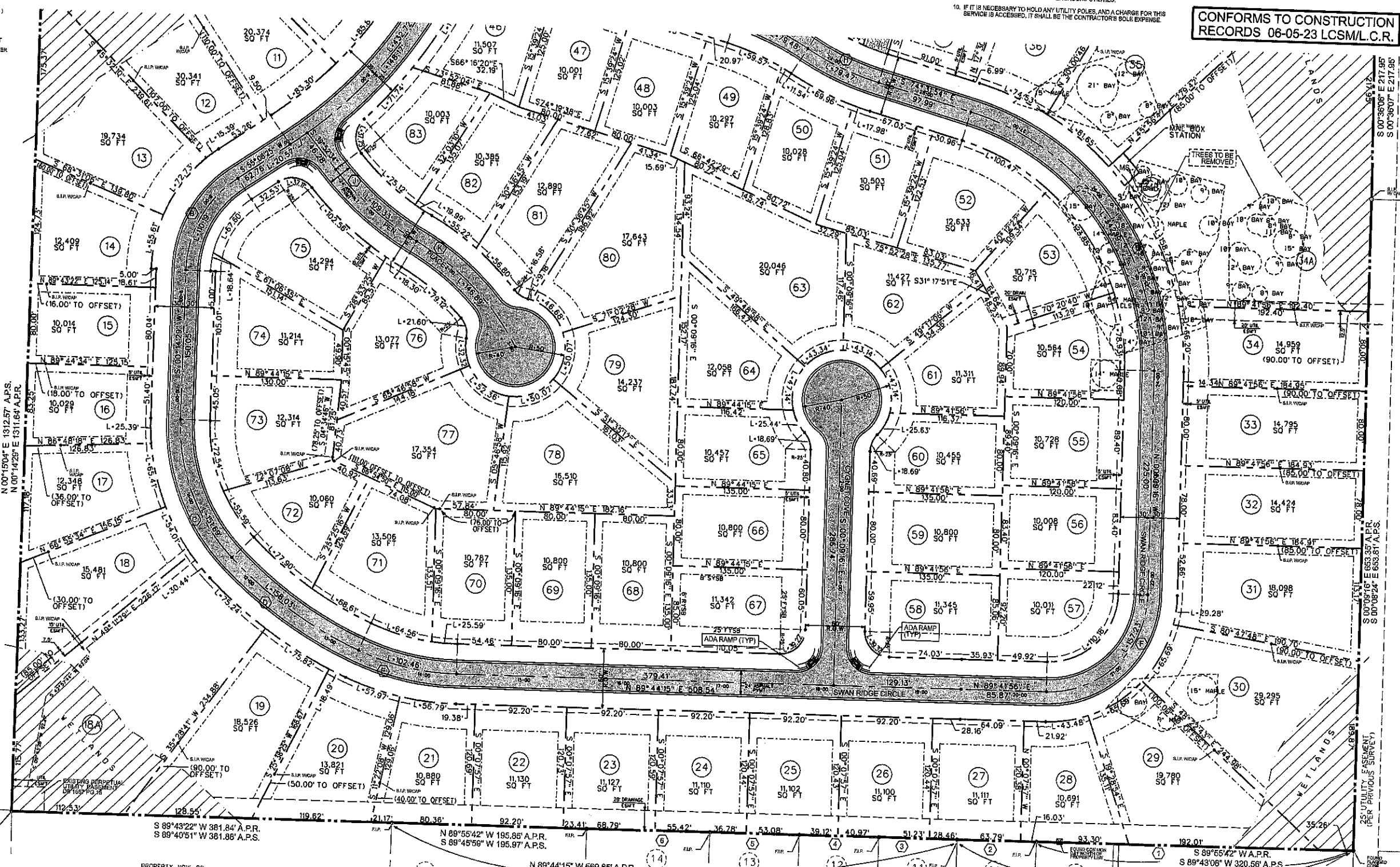


REVISIONS		BY
1.	NO VEHICULAR ACCESS TO SOUTH SWAN ROAD FROM LOTS 4 AND 46.	LCR
2.	ALL CONSTRUCTION SHALL COMPLY WITH THE "MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD CONSTRUCTION, 2004 EDITION."	LCR
3.	SYMBOLS FOR WATER VALVES, FIRE HYDRANTS, TEES, ETC., ARE NOT DRAWN TO SCALE. (TYP)	LCR
4.	SEE LOTS 46 AND 68 FOR TYPICAL SETBACKS.	LCR

Rumsey Consulting Engineering, Inc.
Planning, Surveying, Design
910 HOWARD AVENUE
BILLOX, MISSISSIPPI 39530
(228) 432-9344

PROJECT: **SWAN RIDGE**
HARRISON COUNTY, MISSISSIPPI
TITLE: **LOT & STREET LAYOUT**

DRAWN: LCR/TLT
CHECKED: LCR
DATE: 02-04-2022
SCALE: 1" = 50'
JOB NO.: P-21.01
SHEET: LS_02





1st Judicial District
Instrument 2011 4837 D -J1
Filed/Recorded 7/28/2011 03:22 P
Total Fees \$ 12.00
2 Pages Recorded

Prepared By and Return To:
Schwartz, Orgler & Jordan, PLLC
15487 Oak Lane Drive, Suite 200-I
Gulfport, MS 39503
(228) 832-8550
File #110879

Indexing Instructions:
Pt of NW 1/4 of SE 1/4 of Sec. 28,
Township 6 South, Range 11 West,
Harrison County, Mississippi

STATE OF MISSISSIPPI

COUNTY OF HARRISON

WARRANTY DEED

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

**PAUL C. SCHIPPEL, an unmarried man,
15201 South Swan Road
Gulfport, MS 39507
(228) 424-3841**

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

**KIRK LADNER,
18226 Highway 53
Gulfport, MS 39503
(228) 832-2151**

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

**Commencing at the Northeast corner of the Northwest Quarter of the Southeast
Quarter (NW 1/4 of the SE 1/4) of Section 28, Township 6 South, Range 11
West, Harrison County, Mississippi, and run thence West 466.69 feet to the
Point of Beginning, being a P.K. nail in the centerline of South Swan Road;
thence along said centerline run West 280.01 feet; thence South 466.69 feet;
thence East 280.01 feet; thence North 466.69 feet to the Point of Beginning.**

**LESS AND EXCEPT that part of said property situated within the right-of-way
of South Swan Road across the North margin thereof.**

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

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

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

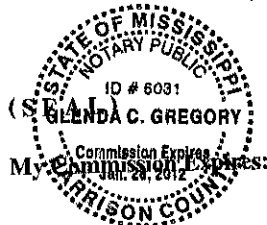
WITNESS THE SIGNATURE of the Grantor on this the 27th day of July, 2011.

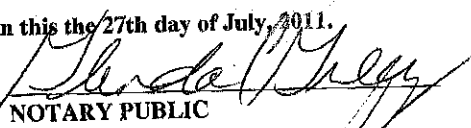

PAUL C. SCHIPPEL

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

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

GIVEN under my hand and official seal on this the 27th day of July, 2011.




NOTARY PUBLIC

PREPARED BY:
WATKINS LUDLAM WINTER & STENNIS, P.A.
POST OFFICE DRAWER 160
GULFPORT, MS 39502
228-864-3094

STATE OF MISSISSIPPI
COUNTY OF HARRISON



Johnston
1st Judicial District
Instrument 2005 11344 D -J1
Filed/Recorded 1 11 2005 3 18 P
Total Fees 12.00
2 Pages Recorded

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned **HARRELL S. EDWARDS** and **ADELIN B. EDWARDS**, do hereby sell, convey and warrant unto **KIRK L. LADNER**, the following described land and property located and being situated in Harrison County, First Judicial District, State of Mississippi and being more particularly described as follows, to-wit:

A parcel of land located in the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 28, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows:

Commencing at a nail found in the asphalt of South Swan Road being the Northeast corner of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 28; Thence South 00 degrees 24 minutes 41 seconds East 466.58 feet along the east line of Said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ to an iron rod found at the POINT OF BEGINNING; Thence South 00 degrees 39 minutes 11 seconds East 871.33 feet to a concrete post found at the Southeast corner of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; Thence South 89 degrees 20 minutes 33 seconds West 1351.88 feet along the south line of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ to an iron rod found at the Southwest corner of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; Thence North 00 degrees 08 minutes 57 seconds West, 1311.45 feet along the west line of said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ to an iron rod found at the south right-of-way of South Swan Road; Thence North 89 degrees 14 minutes 03 seconds East 595.56 feet along said South right-of-way of South Swan Road to an iron rod set; Thence South 00 degrees 23 minutes 01 seconds East 433.07 feet to an iron pipe found; Thence North 89 degrees 57 minutes 59 seconds East 746.87 feet to THE POINT OF BEGINNING.

2

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 Grantor agrees to pay to the Grantee, or its assigns, any deficit on an actual proration, and likewise, the Grantee agrees to pay to the Grantor, or its assigns, any amount overpaid by it.

WITNESS THE SIGNATURE of the above this the 10 day of January 2005.

Harrell S. Edwards
Harrell S. Edwards

Adeline B. Edwards
Adeline B. Edwards

STATE OF NEW MEXICO
COUNTY OF Bernalillo

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10th day of January, 2005, within my jurisdiction, the within named **HARRELL S. EDWARDS and ADELINE B. EDWARDS**, duly identified before me, who acknowledged that they is executed and delivered the above and foregoing instrument.

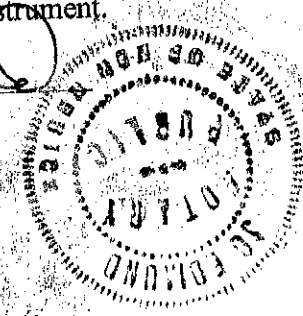
[Signature]
Notary Public

My Commission Expires:

11-10-05

Grantor: Harrell S. Edwards
Adeline B. Edwards
8704 Avenales, NE
Albuquerque, NM 87111
PH: 505-299-2742

Grantee: Kirk L. Ladner
18226 Highway 53
Gulfport, MS 39503
PH: 832-2151



MISCELLANEOUS PAYMENT RECPT#: 12237735
CITY OF GULFPORT

GULFPORT, MS 39501

DATE: 06/09/23 TIME: 12:22:47
CLERK: jseferovi DEPT:
CUSTOMER#:

COMMENT:

CHG: PZD PLANNING AND ZO 595.00

AMOUNT PAID: 595.00

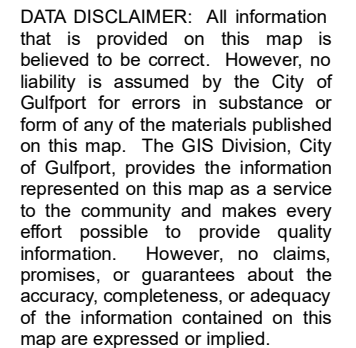
PAID BY: RUMSEY CONSULTING EN
PAYMENT METH: CHECK
6645

REFERENCE:

AMT TENDERED: 595.00
AMT APPLIED: 595.00
CHANGE: .00

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			KIRK L. LADNER (OWNER)	18226 HIGHWAY 53	GULFPORT	MS	39503
			RUMSEY ENGINEERING (AGENT)	910 HOWARD AVE	BILOXI	MS	39530
			Adjacent Property Owners(2307PC084)				
	127561	0807F-01-001.008	BATOL DAVID T & ADRIENNE F	15111 S SWAN RD	GULFPORT	MS	39503
	111143	0807F-01-005.034	MIRMOHAMED HALID H & IRENE R	13551 TARA HILL DR	GULFPORT	MS	39503
	116709	0807F-01-005.043	BENOIT ELVA M -L/E-	13640 TARA HILLS DR	GULFPORT	MS	39503
	111118	0807F-01-005.009	DYMEN PHILLIP T	13600 TARA HILLS CIR	GULFPORT	MS	39503
	116701	0807F-01-005.035	ANDERSON ANTHONY M & IVONA R	13576 TARA HILLS DR	GULFPORT	MS	39503
	116727	0807F-01-005.061	VOGEL JUSTIN A & LESLIE M	13575 TARA HILLS DRIVE	GULFPORT	MS	39503
	111132	0807F-01-005.023	ANDREWS JONATHAN R & ERICA L	13689 TARA HILLS CIR	GULFPORT	MS	39503
	111126	0807F-01-005.017	WHITE SUSAN M	13670 TARA HILLS DR	GULFPORT	MS	39503
	116920	0807F-01-001.003	HIGH CHERYL ETAL	15001 S SWAN ROAD	GULFPORT	MS	39503
	56317	0807E-01-001.000	DAIGLE TIMOTHY JAMES JR & JENEE MIC	15361 S SWAN RD	GULFPORT	MS	39503
N	56326	0807F-01-004.000	LADNER KIRK L	18226 HIGHWAY 53	GULFPORT	MS	39503
	116715	0807F-01-005.049	JOHNSON ROBERT B	13686 TARA HILLS COURT	GULFPORT	MS	39503
	116704	0807F-01-005.038	GUILLOT AMPORN & GEORGE J	13602 TARA HILLS DR	GULFPORT	MS	39503
	116702	0807F-01-005.036	DAVIS TALMAGE K JR & SALLY G	13588 TARA HILLS DR	GULFPORT	MS	39503
	98441	0807E-01-011.000	GILCHRIST ROBERT A ETAL	C/O T L JAMES & CO INC	RUSTON	LA	71273
	111122	0807F-01-005.013	BANKER ROBERT D & ASHLEY	13634 TARA HILLS CIR	GULFPORT	MS	39503
	116723	0807F-01-005.057	LAMPKIN ARIEL M	13609 TARA HILLS DRIVE	GULFPORT	MS	39503
	116705	0807F-01-005.039	AKINS DAVID B & ALETHA F	13608 TARA HILLS DR	GULFPORT	MS	39503
	111119	0807F-01-005.010	REPP JON	13610 TARA HILLS CIR	GULFPORT	MS	39503
	111116	0807F-01-005.007	HUFF LAWRENCE E II	13586 TARA HILLS CIRCLE	GULFPORT	MS	39503
	111139	0807F-01-005.030	BULLARD JANNA A & MARCIAN P	13615 TARA HILLS CR	GULFPORT	MS	39503
	116711	0807F-01-005.045	SCHMITT LEO A JR & SANDRA S	122 COLUMBIA PLACE	SLIDELL	LA	70458
	116712	0807F-01-005.046	SAUNDERS RANDOLPH C & ANGELA STUMPF	13706 TARA HILLS CIR	GULFPORT	MS	39503
	116708	0807F-01-005.042	MARTIN VICKYE M	13632 TARA HILL DR	GULFPORT	MS	39503
	111134	0807F-01-005.025	FETCHO STEPHANIE R & JOSEPH E	13655 TARA HILLS CIR	GULFPORT	MS	39503
	116721	0807F-01-005.055	HOLLOWAY JUSTIN	13623 TARA HILLS DR	GULFPORT	MS	39503
	116722	0807F-01-005.056	WALTERS CHRISTINE	13617 TARA HILLS DR	GULFPORT	MS	39503
	116706	0807F-01-005.040	BLACKWELL CHARLES W JR	13618 TARA HILLS DR	GULFPORT	MS	39503
	111136	0807F-01-005.027	EMERSON VICTORIA L	13639 TARA HILLS CIRCLE	GULFPORT	MS	39503
	111127	0807F-01-005.018	EVANCHYK RONALD C & KATHLEEN M	13674 TARA HILLS DR	GULFPORT	MS	39503
	103349	0807C-01-009.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
	56327	0807F-01-002.000	MILES EDDIE WAYNE	15175 S SWAN RD	GULFPORT	MS	39503
	111117	0807F-01-005.008	HANSON MARY E	13590 TARA HILLS CIR	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	111137	0807F-01-005.028	SMITH AMANDA W & RUSSELL JR	13631 TARA HILLS CIR	GULFPORT	MS	39503
	116724	0807F-01-005.058	SU DON	3082 WOLSEY PLACE	FREMONT	CA	94555
	111128	0807F-01-005.019	CHANDLER APRIL L & JACOB E	13680 TARA HILLS CIR	GULFPORT	MS	39503
	116713	0807F-01-005.047	COLLINS RAYMOND & SHAVON L	13658 TARA HILLS DR	GULFPORT	MS	39503
	111125	0807F-01-005.016	DEFLANDERS KIMILA -L/E-	13660 TARA HILLS CIR	GULFPORT	MS	39503
	116707	0807F-01-005.041	MEDLOCK TERRY D & MEAZA S	13622 TARA HILLS DR	GULFPORT	MS	39503
	111142	0807F-01-005.033	DASILVA AMPORN	13571 TARA HILLS CIR	GULFPORT	MS	39503
	91423	0807D-01-001.000	DAY DRUG CO INC	P O BOX 247	GULFPORT	MS	39502
	111124	0807F-01-005.015	COAST PROPERTIES LLC	1447 E PASS RD	GULFPORT	MS	39507
	111123	0807F-01-005.014	RIVERA MARTIN F & CHRISTINE J	13644 TARA HILLS CIRCLE	GULFPORT	MS	39503
	116703	0807F-01-005.037	KIDDER MICHAEL & BARBARA	13594 TARA HILLS DR	GULFPORT	MS	39503
	111130	0807F-01-005.021	ZEECK ERNEST F III & LORIA J	13688 TARA HILLS CIR	GULFPORT	MS	39503
	111131	0807F-01-005.022	BOYDA JAQUELINE L	13690 TARA HILLS CIR	GULFPORT	MS	39503
	116720	0807F-01-005.054	BONNER SHARLENE R	13635 TARA HILLS DR	GULFPORT	MS	39503
	111120	0807F-01-005.011	GUIDRY JAMEY EDWIN & YAZI HUANG	13616 TARA HILLS CIR	GULFPORT	MS	39503
	116718	0807F-01-005.052	EDENFIELD JOSEPH T JR & MICHELLE	13643 TARA HILLS DRIVE	GULFPORT	MS	39503
	116710	0807F-01-005.044	MATTINA SETH D & TAYLOR	13642 TARA HILLS DR	GULFPORT	MS	39503
	111133	0807F-01-005.024	OVERSTREET JANE C & MONIQUE BURAS	13663 TARA HILL CIRCLE	GULFPORT	MS	39503
	116921	0807F-01-001.004	HIGH CHERYL L	15001 S SWAN RD	GULFPORT	MS	39503
N	98417	0807F-01-003.000	LADNER KIRK	18226 HWY 53	GULFPORT	MS	39503
	111135	0807F-01-005.026	STOCKWELL JANET M	13647 TARA HILLS DR	GULFPORT	MS	39503
	116725	0807F-01-005.059	TOWNSEND SEAN M & MICHELLE	13593 TARA HILLS DR	GULFPORT	MS	39503
	111141	0807F-01-005.032	LATIMER RONNIE G & BRENDA	13597 TARA HILLS CIR	GULFPORT	MS	39503
	116719	0807F-01-005.053	BARDWELL EDWARD B	13641 TARA HILLS DR	GULFPORT	MS	39503
	111129	0807F-01-005.020	CARTER JONATHAN R	P O BOX 7252	GULFPORT	MS	39506
	116714	0807F-01-005.048	LICARE-MCGEE MATTHEW ROSS & HAILEY	13672 TARA HILLS CT	GULFPORT	MS	39503
	56328	0807F-01-005.000	BENEFIELD JONATHAN BLAKE	11080 BAYOU BERNARD	GULFPORT	MS	39503
	111121	0807F-01-005.012	RUSSELL ERIC L & TAMME M	9025 DANA RD	BILOXI	MS	39532
	116726	0807F-01-005.060	POWE-WRIGHT LISA	13587 TARA HILLS DR	GULFPORT	MS	39503
	116728	0807F-01-005.062	PETTY ANITA P -TRUSTEE-	13569 TARA HILLS DR	GULFPORT	MS	39503
N	126074	0807F-01-006.001	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
	102710	0807F-01-006.000	RAYBOURN ROBERT W -ETAL-	15058 WHISPERWOOD DR	GULFPORT	MS	39503
	116717	0807F-01-005.051	EDENFILED JOSEPH T JR & MICHELLE	13643 TARA HILLS DRIVE	GULFPORT	MS	39503
	111140	0807F-01-005.031	SAMUEL ERNESSA & ALLAN	13605 TARA HILLS DR	GULFPORT	MS	39503



**RE: General Plan 2307PC084, by agent Rumsey Engineering, Tax
Parcels 0807F-01-003.000 & 0807F-01-004.000, seeking approval of
a new 84-lot, single family residential development (Swan Ridge) at
15221 & 15201 Swan Rd, Zoned R-1-10 (Single-family), Ward 7**

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, July 27, 2023**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agenda/> then click the City of Gulfport Planning Commission for **Thursday, July 27, 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.



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	441421	Print Legal Ad-IPL01303580 - IPL0130358		\$92.65	2	62 L

Attention: Matilda Welch
GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

LEGAL NOTICE PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, July 27, 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.

Planning Commission Approval 2307PC071, by owner Daniel Chirinos, seeking approval for a home occupation administrative office use for a ride share company at Tax Parcel 0908J-01-001.099, 11345 Mia Dr, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2307PC072, by agents Advanced Bldg Specialties, Inc & Taylor Higgason, seeking approval for a convenience store use in a B-2 Zoning District at Tax Parcel 0808P-01-009.000, 14165 Dedeaux Rd, Zoned B-2 (General business), Ward 5

General Plan 2307PC083, by agent Elliott Homes LLC, Tax Parcel 10100-02-050.000, seeking approval of General Plan for a new 78-lot subdivision (Palm Heights) at 1856 Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

General Plan 2307PC084, by agent Rumsey Engineering, Tax Parcels 0807F-01-003.000 & 0807F-01-004.000, seeking approval of a new 84-lot, single family residential development (Swan Ridge) at 15221 & 15201 Swan Rd, Zoned R-1-10 (Single-family), Ward 7

Zoning Text Amendment 2301PC008, by City of Gulfport, Amendments to the Accessory Building Ordinance Sec. IV. Supplementary regulations. (2) Accessory building; to consider changes to limitations on size, height, setbacks, number allowed, and definitions.

Zoning Text Amendment 2302PC016, by agent David P. Sullivan, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III. (K), (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+ zoning districts.

Zoning Map Amendment 2307PC070, by owner Michael Wilson, Requesting to rezone Tax Parcel 0807H-01-010.001 from R-1-15 (Single-family) to R-E (Residence estate), South Swan Rd, Ward 7

Zoning Map Amendment 2307PC076, by agent Johnathan Marshall, Requesting to rezone Tax Parcel 0808M-03-006.000 from R-B (Residence-business) to B-1 (Neighborhood business), 11149 Old Hwy 49, Ward 7

Zoning Map Amendment 2307PC077, by agent Schwartz, Orgler, and Jordan, PLLC, Requesting to rezone Tax Parcel 0711O-03-034.000 from T4+ (General Urban Zone "Plus") to T5 (Urban Center Zone), 4310 W Beach Blvd, Ward 2

Zoning Map Amendment 2307PC079, by owner Jeanette Ladner, Requesting to rezone Tax Parcel 0711P-01-002.000 from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), W Beach Blvd, Ward 2

This the 5th day of July 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0130358
Jul 12 2023

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Dallas County, Texas personally appeared Stefani Beard, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue(s) of:

1 insertion(s) published on:
07/12/23

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

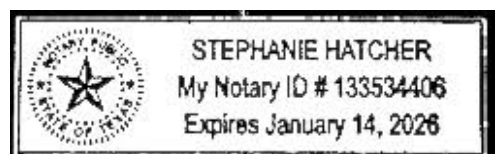
Stefani Beard

Sworn to and subscribed before me this 19th day of July in the year of 2023

Stephanie Hatcher

Notary Public

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



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

MEMORANDUM

To: City of Gulfport Planning Commission

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

Date of Hearing: July 27, 2023

Re: Planning Commission Recommendation

MEMORANDUM

To: City of Gulfport Planning Commission

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

Date of Hearing: July 27, 2023

Re: **Zoning Map Amendment 2307PC070:**

Zoning Map Amendment 2307PC070, by owner Michael Wilson, Requesting to rezone Tax Parcel 0807H-01-010.001 from R-1-15 (Single-family) to R-E (Residence estate), South Swan Rd, Ward 7

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2307PC070

Hearing Date: July 27, 2023

Current Zoning/Use: R-1-15 / Single Family

Legal: Zoning Map Amendment 2307PC070, by owner Michael Wilson, Requesting to rezone Tax Parcel 0807H-01-010.001 from R-1-15 (Single-family) to R-E (Residence estate), South Swan Rd, Ward 7

TECHNICAL DETAILS

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

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

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

The applicant requests to rezone approximately 20 acres of property from R-1-15 (Single-family) to an R-E (Residence estate) zone. Currently, the property is being used as a site for multiple single family homes, which is non-conforming. Applicant has stated the intent of placing a mobile home on the property, and that there is an existing mobile home on the neighboring properties. Upon a site visit conducted on 7/17/2023, there is an existing mobile home on the neighboring property west of the subject site. However, majority of the neighboring residences are single family homes.

According to the City's 2002 Comprehensive Plan, this area was intended to become suburban moderate density residential. With the zoning change the applicant's intent of adding a mobile home would be permissible within certain densities consistent with R-E zoning.

The applicant has chosen public need as justification for change of the current zoning district:

1. Mistake or error is not addressed by the applicant.
2. Need is addressed by the applicant as this request to rezone from R-1-15 to R-E will allow the use of a mobile home to the subject site.

Technical Report

Zoning Map Amendment

EXECUTIVE SUMMARY

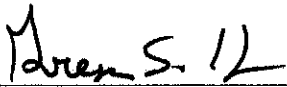
The future plan of the City's growth indicated that the properties were to become suburban medium density which would allow for the applicant's intended mobile home use to be placed on the subject site. While there is an existing mobile home near the property, majority of the existing residences are single-family homes, therefore the re-zoning the property to R-E to allow for mobile homes may not be in harmony with existing residential nature of the surrounding area.

Any approval should consider these conditions:

1. Approval allows for mobile home use on subject site by right.

DIRECTOR APPROVAL

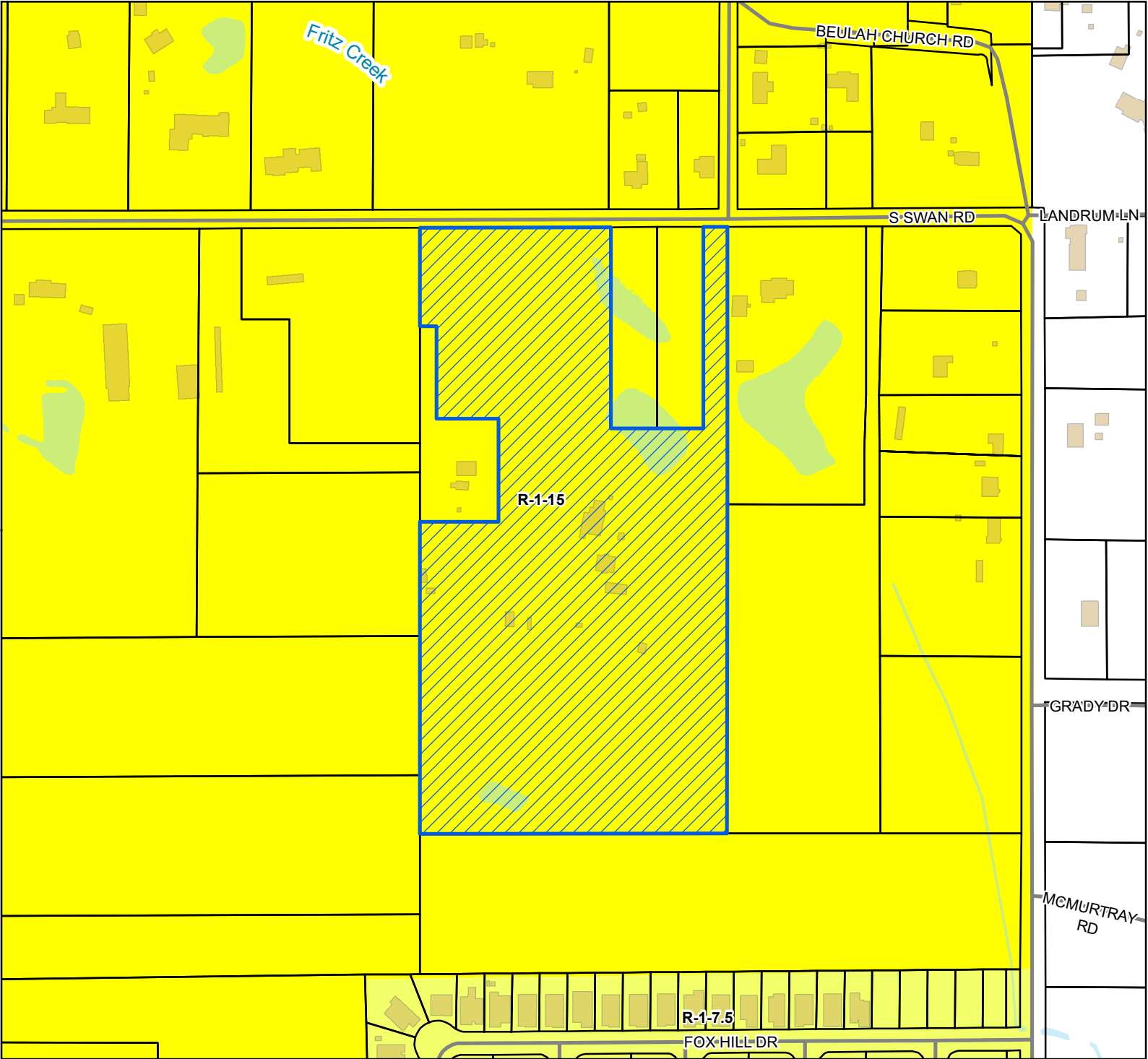
This report has been reviewed and approved by:



Greg Holmes

Director of Urban Development Department



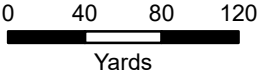


- Site
- Street
- Parcels
- Buildings
- Water Features

- Zoning**
- R-1-15 - Single Family Residence District (Low Density)
 - R-1-7.5 - Single Family Residence District (Low Density)

Site Information

0807H-01-010.001
Zoning: R-1-15 (Single Family)
Size: 16.5 acres
Flood: X



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.



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

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

Property Information

TAX PARCEL #

0	8	0	7	4

 -

6	1

 -

0	1	0

 .

0	0	1

HW

For Staff Use Only
Case File #: 2307PC070
Date Received: 5-23-23
Receipt #: _____
Received By: RA / KIB
Zoning: R-15-R-E
Ward: 7 Flood: _____

(If necessary, use separate sheet of paper)

Address of Property Involved: _____

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

General Location: The South east end of South Swan Rd.

GENERAL DESCRIPTION OF REQUEST:

Request to change zoning from R-15 to R-E

OWNERSHIP AND CERTIFICATION:

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

OWNER

AGENT

Michael D. Wilson
Printed Name Of Owner

14121 S. Swan Rd.
Mailing Address

Gulfport MS 39503
City State Zip code

2288324666 2286696996
Home Phone Work/Cell Phone

Email
Michal D. Wilson

Signature Of Owner

Printed Name Of Agent

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

Signature Of Agent

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



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

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

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

NAME OF OWNER (PRINT)

Michael D. Wilson

ADDRESS (STREET, CITY, STATE, ZIP CODE)

14121 S. Swan Rd. Gulfport, MS 39503

PHONE # (H)

228 8324666

(W)

228 669 6996

TAX PARCEL NUMBER(S) OWNED

0807H-01-010.000

SIGNATURE:

Mich D Wilson

NAME OF OWNER (PRINT)

Sandra Wilson

ADDRESS (STREET, CITY, STATE, ZIP CODE)

14121 S. Swan Rd. Gulfport, MS 39503

PHONE # (H)

228 8324666

(W)

228 697-6391

TAX PARCEL NUMBER(S) OWNED

0807H-01-010.000

SIGNATURE:

Sandra Wilson

NAME OF OWNER (PRINT)

ADDRESS (STREET, CITY, STATE, ZIP CODE)

PHONE # (H)

(W)

TAX PARCEL NUMBER(S) OWNED

SIGNATURE:

(Use additional forms as needed)

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES

PERSON/AGENT FOR YOU:

Michael D. Wilson

We are Requisition This zoning change
so that we are able to keep family
living on this property
There is a mobile home next door





1st Judicial District
Instrument Number 2004 3214 D
Filed/Recorded 4 21 2004 9 18 A
Total Fees 8.00
2 Pages Recorded

Indexing: Part of NE 1/4 of SE 1/4
Section 27, T6S, R11W

This instrument prepared by
Estes and Estes, P.A.
P. O. Box 88
Gulfport, MS, 39502
(228)863-5582

STATE OF MISSISSIPPI

COUNTY OF HARRISON

FIRST JUDICIAL DISTRICT

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, **HENRY K. WILSON and ALMA J. WILSON**, husband and wife, do hereby **SELL, CONVEY and QUITCLAIM** unto **MICHAEL D. WILSON and SANDRA K. WILSON**, husband and wife, as Joint Tenants, not as tenants in common but to the survivor, all of their right, title and interest in and to the following described land together with all improvements thereon located in the First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

Commence at the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 27, Township 6 South, Range 11 West, City of Gulfport, First Judicial District, Harrison County, Mississippi; thence South 89 degrees 38 minutes 19 seconds West, along the North line of the Northeast 1/4 of the Southeast 1/4 of said Section 27, for a distance of 575.62 feet; thence South 00 degrees 11 minutes 05 seconds West for a distance of 31.16 feet to the South margin of South Swan Road and the POINT OF BEGINNING; thence South 00 degrees 11 minutes 05 seconds West for a distance of 458.23 feet; thence South 00 degrees 06 minutes 30 seconds West for a distance of 831.99 feet; thence South 89 degrees 37 minutes 35 seconds West for a distance of 659.92 feet; thence North 00 degrees 22 minutes 03 seconds East for a distance of 112.49 feet; thence North 00 degrees 09 minutes 17 seconds East for a distance of 301.68 feet; thence North 00 degrees 20 minutes 43 seconds East for a distance of 261.09 feet; thence North 90 degrees 00 minutes 00 seconds East for a distance of 169.82 feet; thence North 00 degrees 00 minutes 00 seconds West for a distance of 223.32 feet; thence North 90 degrees 00 minutes 00 seconds West for a distance of 133.85 feet; thence North 00 degrees 12 minutes 22 seconds East for a distance of 200.10 feet; thence South 90 degrees 00 minutes 00 seconds West for a distance of 35.00 feet; thence North 00 degrees 09 minutes 18 seconds East for a distance of 193.79 feet to the South margin of South Swan Road; thence North 89 degrees 49 minutes 09 seconds East for a distance of 407.64 feet; thence South 00 degrees 11 minutes 05 seconds West for a distance of 436.01 feet; thence North 89 degrees 49 minutes 09 seconds East for a distance of 100.00 feet; thence continue North 89 degrees 49 minutes 09 seconds East for a distance of 100.00 feet; thence North 00 degrees 11 minutes 05 seconds East for a

TITLE NOT EXAMINED

2
distance of 436.01 feet; thence North 89 degrees 49 minutes 09 seconds East for a distance of 50.00 feet to the POINT OF BEGINNING. Said parcel contains 16.49 acres, more or less.

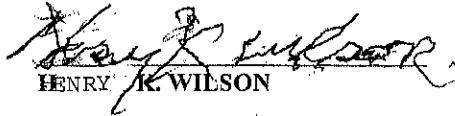
Being Parcel "D" as shown on plat of survey of Larry P. Saucier, P.L.S., #2939, dated April 15, 2004.

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

AD VALOREM TAXES for the year 2004 are hereby assumed by the Grantees herein.

WITNESS our signatures this the 3/15th day of March, 2004.

2004.

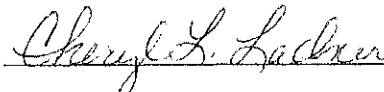

HENRY K. WILSON


ALMA J. WILSON

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15th day of March, 2004, within my jurisdiction, HENRY K. WILSON and ALMA J. WILSON, who acknowledged that they executed the above and foregoing instrument.

 NOTARY PUBLIC

(SEAL)

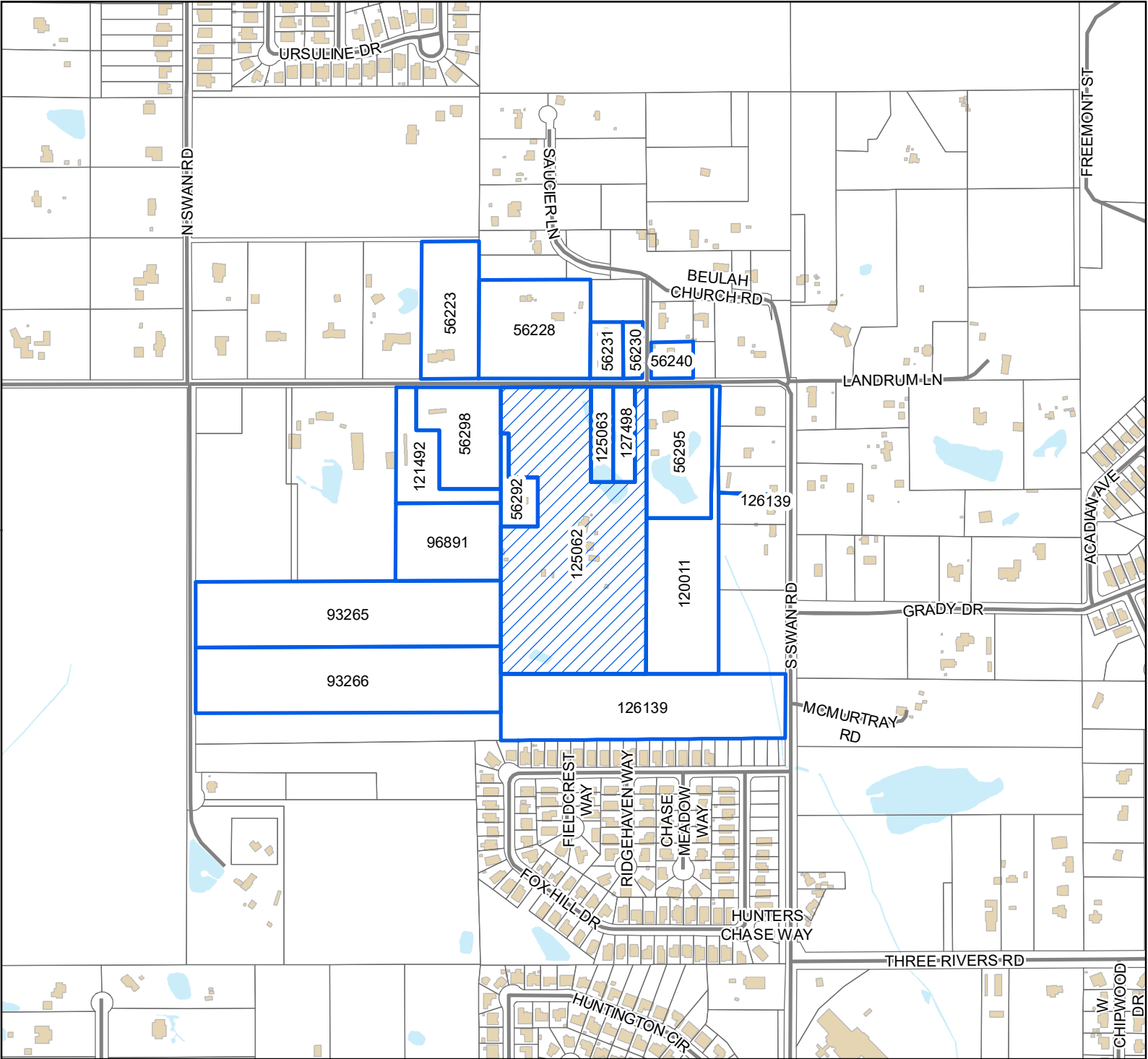
My commission expires: 10/15/05

Grantors: Henry K. and Alma J. Wilson
14121 South Swan Road
Gulfport, MS 39503
(228)832-1667

Grantees: Michael D. and Sandra K. Wilson
14121 South Swan Road
Gulfport, MS 39503
(228)832-4616

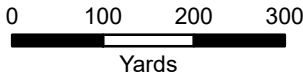


Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			MICHAEL D. WILSON	1421 S. SWAN ROAD	GULFPORT	MS	39503
Adjacent Property Owners							
N	127498	0807H-01-010.003	WILSON MICHAEL D	14121 S SWAN RD	GULFPORT	MS	39503
	93266	0807H-01-007.002	PAGE PAUL B	14349 4TH AVE	GULFPORT	MS	39503
	96891	0807H-01-007.004	PAGE ASHLEY SHAWN	2929 VILLAGE CIR	OCEAN SPRINGS	MS	39564
	56228	0807A-01-014.000	DOBSON IRMA LEE	14108 S SWAN RD	GULFPORT	MS	39503
	56240	0807A-01-010.000	DUBUISSON CHARLES J & SANDRA G	14397 BEULAH CHURCH RD	GULFPORT	MS	39503
	93265	0807H-01-007.001	REALTY INTERNATIONAL LLC	9122 VICTORIA CIR	GULFPORT	MS	39503
	56231	0807A-01-013.000	KING RICHARD J & PAMELA F	14086 SWAN RD	GULFPORT	MS	39503
	56230	0807A-01-012.000	KING CHARLES THOMAS	14402 BEULAH CHURCH RD	GULFPORT	MS	39503
	56223	0807A-01-023.000	PLYE MARY S	14160 S SWAN RD	GULFPORT	MS	39503
	121492	0807H-01-007.005	PAGE RONNIE G	14211 SOUTH SWAN RD	GULFPORT	MS	39503
	126139	0807H-01-003.003	U C PROPERTIES LLC	2020 BAYOU LAPORTE BLVD	BILOXI	MS	39531
N	125063	0807H-01-010.002	WILSON MICHAEL D	14121 S SWAN RD	GULFPORT	MS	39503
N	56292	0807H-01-010.000	WILSON MICHAEL D	14121 S SWAN RD	GULFPORT	MS	39503
	56298	0807H-01-007.000	PAGE PATRICIA LYNN & TAMARA DENISE	8451 ASPEN MEADOW DR	CORDOVA	TN	38018
	56295	0807H-01-011.000	PIPER DOUGLAS WALTER & PAULETTE CEC	14053 SOUTH SWAN RD	GULFPORT	MS	39503
N	120011	0807H-01-001.001	PIPER DOUGLAS WALTER & PAULETTE C	14053 S SWAN RD	GULFPORT	MS	39503
N	125062	0807H-01-010.001	WILSON MICHAEL D & SANDRA K	14121 S SWAN RD	GULFPORT	MS	39503



Legend

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



1 inch = 634 feet



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RE: Zoning Map Amendment 2307PC070, by owner Michael Wilson, Requesting to rezone Tax Parcel 0807H-01-010.001 from R-1-15 (Single-family) to R-E (Residence estate), South Swan Rd, Ward 7

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, July 27, 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 Planning Commission for **Thursday, July 27, 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.



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	441421	Print Legal Ad-IPL01303580 - IPL0130358		\$92.65	2	62 L

Attention: Matilda Welch
GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

LEGAL NOTICE PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, July 27, 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.

Planning Commission Approval 2307PC071, by owner Daniel Chirinos, seeking approval for a home occupation administrative office use for a ride share company at Tax Parcel 0908J-01-001.099, 11345 Mia Dr, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2307PC072, by agents Advanced Bldg Specialties, Inc & Taylor Higgason, seeking approval for a convenience store use in a B-2 Zoning District at Tax Parcel 0808P-01-009.000, 14165 Dedeaux Rd, Zoned B-2 (General business), Ward 5

General Plan 2307PC083, by agent Elliott Homes LLC, Tax Parcel 10100-02-050.000, seeking approval of General Plan for a new 78-lot subdivision (Palm Heights) at 1856 Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

General Plan 2307PC084, by agent Rumsey Engineering, Tax Parcels 0807F-01-003.000 & 0807F-01-004.000, seeking approval of a new 84-lot, single family residential development (Swan Ridge) at 15221 & 15201 Swan Rd, Zoned R-1-10 (Single-family), Ward 7

Zoning Text Amendment 2301PC008, by City of Gulfport, Amendments to the Accessory Building Ordinance Sec. IV. Supplementary regulations. (2) Accessory building; to consider changes to limitations on size, height, setbacks, number allowed, and definitions.

Zoning Text Amendment 2302PC016, by agent David P. Sullivan, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III. (K), (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+ zoning districts.

Zoning Map Amendment 2307PC070, by owner Michael Wilson, Requesting to rezone Tax Parcel 0807H-01-010.001 from R-1-15 (Single-family) to R-E (Residence estate), South Swan Rd, Ward 7

Zoning Map Amendment 2307PC076, by agent Johnathan Marshall, Requesting to rezone Tax Parcel 0808M-03-006.000 from R-B (Residence-business) to B-1 (Neighborhood business), 11149 Old Hwy 49, Ward 7

Zoning Map Amendment 2307PC077, by agent Schwartz, Orgler, and Jordan, PLLC, Requesting to rezone Tax Parcel 0711O-03-034.000 from T4+ (General Urban Zone "Plus") to T5 (Urban Center Zone), 4310 W Beach Blvd, Ward 2

Zoning Map Amendment 2307PC079, by owner Jeanette Ladner, Requesting to rezone Tax Parcel 0711P-01-002.000 from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), W Beach Blvd, Ward 2

This the 5th day of July 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0130358
Jul 12 2023

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Dallas County, Texas personally appeared Stefani Beard, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue(s) of:

1 insertion(s) published on:
07/12/23

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

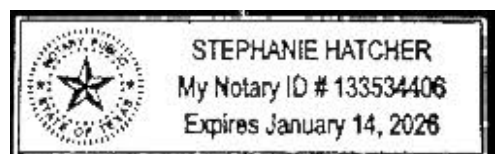
Stefani Beard

Sworn to and subscribed before me this 19th day of July in the year of 2023

Stephanie Hatcher

Notary Public

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



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

MEMORANDUM

To: City of Gulfport Planning Commission

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

Date of Hearing: July 27, 2023

Re: **Zoning Map Amendment 2307PC076:**

Zoning Map Amendment 2307PC076, by agent Johnathan Marshall, Requesting to rezone Tax Parcel 0808M-03-006.000 from R-B (Residence-business) to B-1 (Neighborhood business), 11149 Old Hwy 49, Ward 7

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2307PC076

Hearing Date: July 27, 2023

Current Zoning/Use: R-B (Residential Business)/ Commercial

Legal: Zoning Map Amendment 2307PC076, by owner Marshall Holding LLC, tax parcel 0808M-03-006.000, Requests to rezone from R-B (Residential Business) to B-1 (Neighborhood Business District), Ward 7

TECHNICAL DETAILS

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

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

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

The applicant is requesting to rezone approximately 31,188 sq ft of property from R-B (Residence-business) to B-1 (Neighborhood business district). R-B districts are composed of areas containing a mixture of residential, public and semipublic, and light commercial uses. Although usually located between residential areas and business areas, these districts are, in some instances, freestanding and may include hotel, hospital, or similar building groups and related uses or land suitable for such uses. B-1 districts are composed of land and structures occupied by or suitable for uses furnishing the retail goods, such as groceries and drugs, and services, such as barbering and shoe repairing, to satisfy daily household needs of the surrounding residential neighborhoods.

According to the City's 2002 Comprehensive Plan, this area was intended to operate as a church use in the future land use plan.

The applicant has stated that the purpose of the zoning change would be to allow a daycare to operate at this location "by right" without going to Planning Commission, as justification for changing of the current zoning district:

1. Mistake or error is not proven by the applicant.
2. Need is not properly addressed by the applicant. Applicant noted an increase in commercial property use in the surrounding area. However, a change in the character of the neighborhood to the extent of public need was not established, as is required.

Technical Report

Zoning Map Amendment

EXECUTIVE SUMMARY

The future plan of the property is not stated in the application; the intended use is implied but it is not clear if the applicant intends to operate a daycare. None of the requirements to make zoning changes were met or properly addressed by the applicant, as is required by case law. A daycare use would be in harmony with the area. The existing parcel abuts a parcel that is currently zoned B-2 (General business districts). The staff notes that rezoning from R-B to B-1 would be in harmony with the surrounding area.

Any approval should consider these conditions:

1. Must comply with all Planning & Zoning rules and regulations.

DIRECTOR APPROVAL

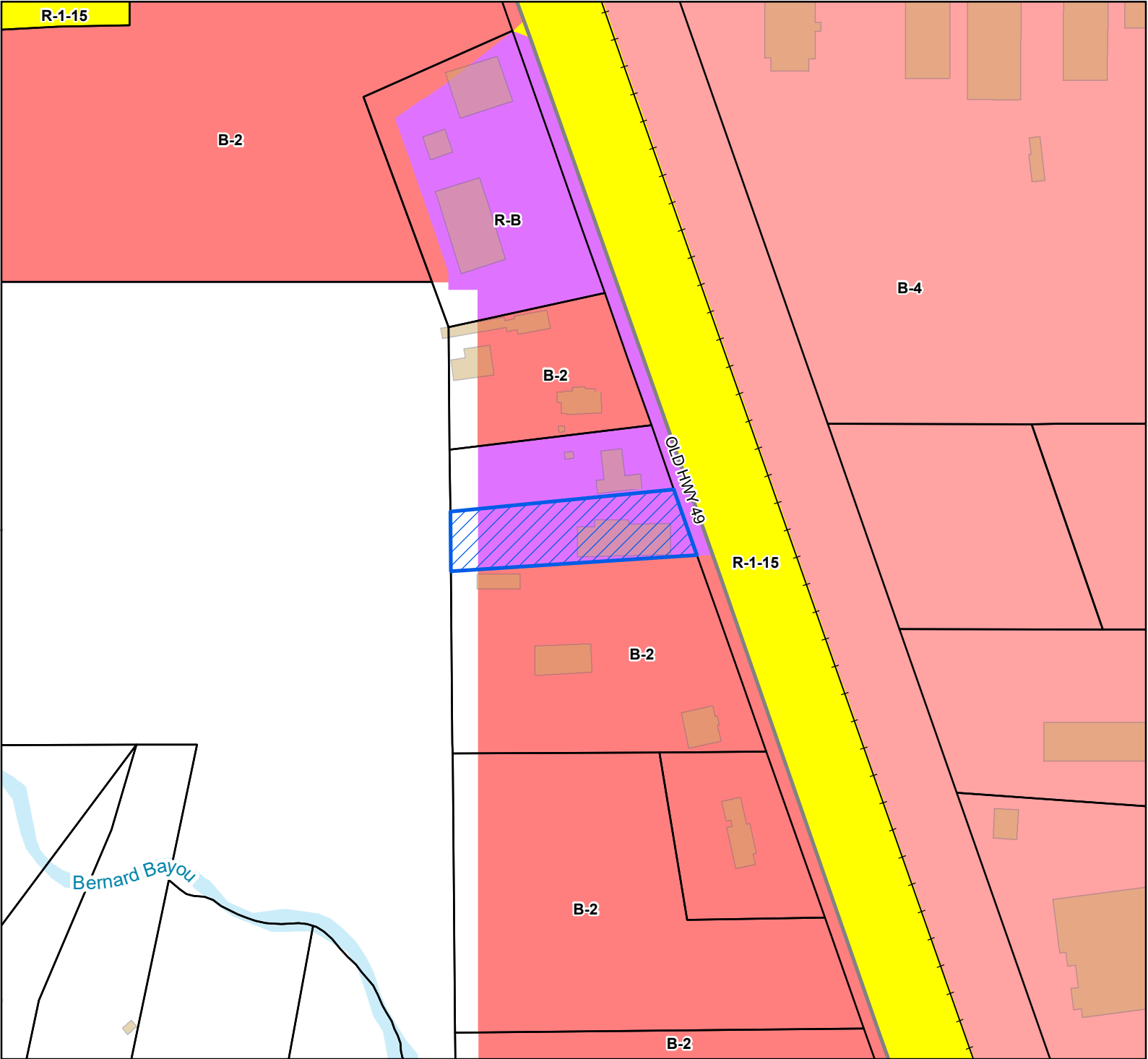
This report has been reviewed and approved by:



Greg Holmes

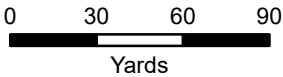
Director of Urban Development Department





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

Site Information
0808M-03-006.000
Zoning: R-B (Residence-Business)
Size:31,188 SqFt
Flood: X



1 inch = 200 feet



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

For Staff Use Only

Case File #: 2307PC076Date Received: 6-1-23

Receipt #: _____

Received By: KBZoning: R-BWard: 7 Flood: X

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

Property Information

TAX PARCEL # 0808M-03-006.000
 - -
 - -

3,188 Sqft
(If necessary, use separate sheet of paper)

Address of Property Involved: 11149 Old Hwy 49, Gulfport, MS 39503Lot(s) 4, Block(s) _____, Subdivision Sunny Land PlaceGeneral Location: Old Hwy 49 just South of Dedeaux Rd, North of Landon

GENERAL DESCRIPTION OF REQUEST:

Change the current zoning from RB to B1

OWNERSHIP AND CERTIFICATION:

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

OWNER

AGENT

Marshall Holdings, LLC
Printed Name Of Owner

57 53rd St

Mailing Address

Gulfport MS 39507

City State Zip code

228-697-7104

Home Phone Work/Cell Phone

Jonathan.mig25@gmail.com

Email

[Signature]
Signature Of Owner

Jonathan Marshall

Printed Name Of Agent

57 53rd St

Mailing Address

Gulfport, MS 39507

City State Zip code

228-697-7104

Home Phone Work/Cell Phone

Jonathan.mig25@gmail.com

Email

[Signature]
Signature Of Agent

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



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

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

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

NAME OF OWNER (PRINT) Jonathan Marshall

ADDRESS (STREET, CITY, STATE, ZIP CODE) 57 53rd St, Gulfport, MS 39507

PHONE # (H) _____ (W) 228-697-7104

TAX PARCEL NUMBER(S) OWNED 0808M-03-006.000

SIGNATURE: 

NAME OF OWNER (PRINT) Rick Marshall

ADDRESS (STREET, CITY, STATE, ZIP CODE) 16 Rivers Bend Drive, Gulfport, MS 39507

PHONE # (H) _____ (W) 228-596-4855

TAX PARCEL NUMBER(S) OWNED 0808M-03-006.000

SIGNATURE: 

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES

PERSON/AGENT FOR YOU: Jonathan Marshall



Designation of Agent

I, Richard Marshall, being property owner of Marshall Holdings, LLC
PRINT NAME PRIMARY ADDRESS OR PARCEL
which is the subject of this application hereby authorize Jonathan Marshall 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

6/1/2023

Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 1 day of June, 2023

Notary Public



Commission Expiration

F0100
Fee: \$ 50



Michael Watson
SECRETARY OF STATE

2023262306

Business ID: 1388850
Filed: 04/17/2023 11:11 AM
Michael Watson
Secretary of State

P.O. BOX 136
JACKSON, MS 39205-0136
TELEPHONE: (601) 359-1633

Mississippi Limited Liability Company Certificate of Formation

Business Information

Business Type: Limited Liability Company

Business Name: Marshall Holdings LLC

Business Email: rmars23@gmail.com

Future Effective Date: 04/18/2023

NAICS Code/Nature of Business

531390 - Other Activities Related to Real Estate

Registered Agent

Name: Rick Marshall

Address: 16 Rivers Bend Drive
Gulfport, MS 39507

Signature

The undersigned certifies that:

- 1) he/she has notified the above-named registered agent of this appointment;
- 2) he/she has provided the agent an address for the company, and;
- 3) the agent has agreed to serve as registered agent for this company

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day **04/17/2023**.

Name:

Jonathan E Marshall
Member

Address:

57 53rd Street
Gulfport, MS 39507

Richard V Marshall
Member

16 Rivers Bend Drive
Gulfport, MS 39507

E. Provide a written statement addressing the following reasons for your rezoning request:

The subject property located at 11149 Old Highway 49, Gulfport, MS 39503 was built in 1990 and was originally used as a Church Facility. In 1999 the building was purchased by Donald and Dyrene Owens who operated a daycare facility at the property for over 20 years.

The subject property has recently undergone renovation and it is still equipped with everything needed to run a child or adult daycare facility including 2 large commercial grade playsets. The building is up to date with all fire, health codes, has a full commercial grade kitchen with newly serviced vent hood and a new grease trap.

After reviewing the City of Gulfport's Chart of Permitted uses, a daycare facility located in an RB Zone requires planning commission approval. Given that the subject property served as a daycare for over 20 years, we feel that the property should have been rezoned to begin with to allow the use "by right".

Also, the surrounding area has dramatically changed in years past. Currently the subject property abuts Landmark Contracting, Inc, a concrete contractor whose property is zoned B-2. Just go two parcels north and you will find Roto-Rooter Plumbing and Water Cleanup, a residential/commercial plumbing business who also possess B2 zoning.

F. The following items must be addressed in a written statement when you are requesting an amendment to the Comprehensive Zoning Ordinance or SmartCode Ordinance:

1) Interest: Marshall Holdings, LLC is the legal entity that owns the subject property. Marshall Holdings, LLC is a Mississippi Limited Liability Company which contains 2 members, Rick and Jonathan Marshall. See attached Operating Agreement and Formation Filing through the MS Secretary of State.

2) Development Schedule: There is no development schedule. The building already exists and there is no development needed.

3) Effect of Amendment: The applicants are requesting that the subject property zoning be changed from RB to B1. Considering that the majority of the surrounding area is classified as B2, the effect of the proposed amendment would be negligible.

4) Error: As stated, the subject property operated as a Daycare facility for more than 20 years. The subject property is still set up as a daycare which we believe will be the highest and best use for the property. Changing the zoning from RB to B1 will allow future occupants to operate a Daycare facility "by-right) and without delay.

	Beds	Full Baths	Half Baths	Sale Price	Sale Date
	N/A	N/A	1	N/A	04/28/2023
	Bldg Sq Ft	Lot Sq Ft	Yr Built	Type	
	5,482	30,492	1990	NSRY SCL	

OWNER INFORMATION

Owner Name	Marshall Holdings LLC	Tax Billing Zip	39507
Tax Billing Address	57 53rd St	Tax Billing Zip+4	4534
Tax Billing City & State	Gulfport, MS	Owner Occupied	No

LOCATION INFORMATION

Census Tract	32.11	Subdivision	Sunny Land Place
Carrier Route	R029	Township Range Sect	7-11-9

TAX INFORMATION

Tax Parcel Number	0808M-03-006.000	% Improved	93%
Lot	4	Tax Area	2GO
Legal Description	LOT 4 SUNNY LAND PLACE SEC 9 -7-11		

ASSESSMENT & TAX

Assessment Year	2022	2021	2020
Assessed Value - Total	\$38,888	\$38,888	\$37,127
Market Value - Total	\$259,254	\$259,254	\$247,517
Market Value - Land	\$17,479	\$17,479	\$13,983
Market Value - Improved	\$241,775	\$241,775	\$233,534
YOY Assessed Change (\$)	\$0	\$1,761	
YOY Assessed Change (%)	0%	4.74%	

Tax Year	Total Tax	Change (\$)	Change (%)
2020	\$4,626		
2021	\$4,693	\$67	1.44%
2022	\$4,677	-\$16	-0.34%

CHARACTERISTICS

Land Use - CoreLogic	Nursery School	Building Sq Ft	5,482
Land Use - State	Nursery Education-Services	# of Buildings	1
Lot Area	30,492	Cooling Type	Yes
Lot Acres	0.7	Heat Type	Forced Air
Total Baths	Tax: 1 MLS: 4	Roof Material	Asphalt Shingle
Half Baths	1	Roof Type	Gable
Year Built	1990	Roof Shape	Gable
Stories	MLS: 2	Floor Cover	Vinyl
Basement Type	MLS: Other, See Remarks		

FEATURES

Feature Type	Unit	Size/Qty	Year Built	Value
Bc4	S	11,578	1990	\$19,220
Av0	S	418	1990	\$2,197

SELL SCORE

Value As Of	2023-05-28 04:37:49
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LAST MARKET SALE & SALES HISTORY

Settle Date	04/28/2023	Document Number	D7553
Owner Name	Marshall Holdings LLC	Deed Type	Warranty Deed
Seller	Owens Donald D & Dyrene L		

Miramar Counseling,
Troy W. Farris, LPC

Roto-Rooter Plumbing
& Water Cleanup

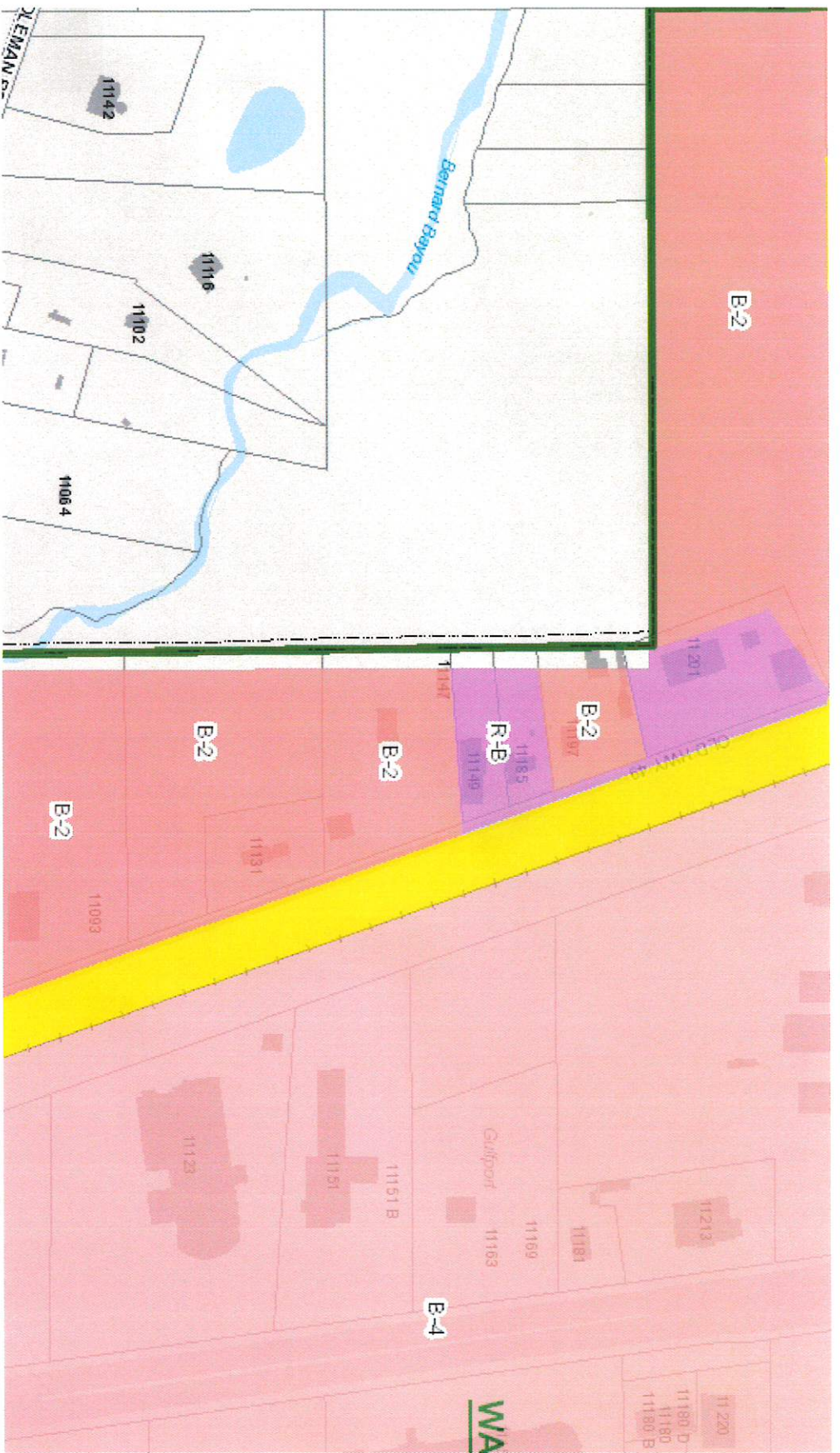
Landmark
Contracting, Inc

Old Hwy 49

Old Hwy 49

Google





**OPERATING AGREEMENT
OF
MARSHALL HOLDINGS, LLC**

OPERATING AGREEMENT

OF

MARSHALL HOLDINGS, LLC

THIS OPERATING AGREEMENT is entered into effective as of the 17th day of April, 2023, by and between the parties listed on Schedule A annexed hereto, as Members, as may be updated from time to time as provided in this Agreement, and acknowledged by Richard Van Marshall and Jonathan Elliott Marshall.

WITNESSETH:

WHEREAS, the parties hereto desire to form a limited liability company pursuant to the Mississippi Limited Liability Company Act, as amended, under this Agreement, for the purposes and upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. Capitalized terms used in this Agreement have the following meanings:

"**Act**" means the Mississippi Limited Liability Company Act, as amended.

"**Additional Members**" means those Members admitted to the Company as Members after the Effective Date pursuant to Section 8.9 of this Agreement.

"**Adjusted Capital Account Balance**" of a Member as of any date means the balance in such Member's Capital Account as of such date (i) increased by any amount such Member is deemed obligated to contribute to the Company pursuant to Treasury Regulation section 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1) or 1.704-2(i)(5) and (ii) reduced by any allocations or distributions to such Member described in Treasury Regulation section 1.7041(b)(2)(ii)(d)(4), (5) or (6).

"**Affiliate**" of any Person (the "Specified Person") means any other Person (a) that directly or indirectly controls, is controlled by or is under common control with such Specified Person, (b) who is an officer, manager, employee of, partner in, or trustee of, or serves in a similar capacity with respect to, the Specified Person (or any of the Persons named in clause (a) above), (c) of which the Specified Person is an officer, manager, employee, partner or trustee, or serves in a similar capacity, or (d) who is a member of the Specified Person's family. For purposes of this definition, the term "Control" means the direct or indirect possession of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of securities, by contract or otherwise. For purposes of this definition, the term "family" shall have the meaning set forth in Code Section 267(c)(4).

"Agreement" means this Operating Agreement, as amended, supplemented or restated from time to time.

"Assign" means to sell, transfer, assign, pledge, hypothecate, mortgage or otherwise dispose of an Interest in the Company, whether voluntarily or by operation of law. **"Assignor," "Assignee"** and **"Assignment"** have meanings corresponding to the foregoing.

"Available Cash" for any period means all cash receipts of the Company from whatever source derived, but specifically excluding Capital Contributions, that the Manager determines to be available for distribution by the Company following (a) the payment of the Tax Distribution, if any, during such period, (b) the payment of all Company Expenses for such period and (c) the establishment or replenishment of such reserves as the Manager shall deem necessary for taxes, debt service, and other expenses and other working capital requirements of the Company or for contingent or unforeseen liabilities of the Company.

"Bankruptcy" means, with respect to any Person, the occurrence of any of the following events: (a) the filing by such Person of a petition commencing a voluntary case in bankruptcy under applicable bankruptcy laws; (b) entry against such Person of an order for relief under applicable bankruptcy laws, if such order has not vacated or stayed within 90 days after such entry; (c) written admission by such Person of its inability to pay its debts as they mature, or an assignment by such Person for the benefit of creditors; or (d) the appointment of a receiver for the property or affairs of such Person.

"Capital Account" of a Member means the account maintained by the Company for each Member pursuant to Section 3.5.

"Capital Contribution" of a Member means the aggregate amount of cash and the Fair Market Value of property contributed by such Member to the Company.

"Certificate" means the Certificate of Formation of the Company filed with the Mississippi Secretary of State.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" means the limited liability company formed pursuant to this Agreement.

"Company Business" has the meaning set forth in Section 2.3.

"Company Expenses" means all reasonable fees, expenses, costs, liabilities and obligations of the Company, including those incurred by any Member, Manager or its respective agents or representatives on behalf of the Company in connection with the Company Business. Company Expenses shall include, but shall not be limited to, the following: (i) all reasonable fees, compensation and expenses of management personnel, outside counsel, accountants and other third party professionals, as well as other out-of-pocket expenses incurred in connection with the operations or activities of the Company, (ii) all taxes, fees and governmental charges levied against the Company, (iii) all reasonable expenses incurred in connection with convening and holding meetings of Members and the Manager, (iv) all indemnification expenses of the Company, including expenses incurred by or on behalf of any Indemnified Party in seeking indemnification

from the Company pursuant to this Agreement, and (vii) all reasonable costs of organizing the Company.

"Effective Date" means the date of this Agreement set forth in the preamble.

"Fair Market Value" of any asset means the value of such asset determined in accordance with Article 10.

"Fiscal Year" shall mean the calendar year or the portion thereof during which the Company is in existence.

"Interest" or **"Interests"** means a Member's share of Net Income and Net Loss of the Company, the right to receive distributions of the Company's assets, voting rights, management rights, or any other rights under the Act or the Articles or this Agreement, except that in the case of an Interest Holder not admitted as a Substituted Member of the Company pursuant to Section 8.10. The Interest held by each Member is set forth in Schedule A.

"Interest Holder" means any Person who holds an Interest, regardless of whether such Person has been admitted to the Company as a Member. **"Interest Holders"** means all such Persons.

"Majority in Interest" of the Members means Members whose aggregate Interests represent more than one-half of the aggregate Interests of all Members.

"Manager" means the person designated as such in accordance with Section 7.2.

"Member" and **"Members"** mean those Persons listed on Schedule A annexed hereto who hold Interests and who have been admitted as Members of the Company, all as reflected on Schedule A annexed hereto as it may be updated from time to time as provided in this Agreement.

"Net Income" and **"Net Loss"** for each Fiscal Year means the income and loss of the Company for that period, as determined for federal income tax purposes, including all distributive items under Code section 702, adjusted to take into account any tax-exempt income of the Company and any expenses of the Company that are described in Code section 705 or 709 as not deductible or chargeable to capital account, and further adjusted as follows:

- (a) Upon adjustment of the book value of Company property pursuant to Section 3.5(b) or (c), the amount of such adjustment shall be taken into account as gain or loss from the disposition of such property;
- (b) items of depreciation, amortization and other cost recovery with respect to Company property having a book value that differs from its adjusted basis for tax purposes shall be computed by reference to such property's book value in accordance with Treasury Regulation section 1.704-1(b)(2)(iv)(g);
- (c) items of income, gain, loss or deduction attributable to the disposition of Company property having a book value that differs from its adjusted basis for tax purposes shall be computed by reference to such property's book value in accordance with Treasury Regulation section 1.704-1(b)(2)(iv)(g); and

(d) items of income, gain, loss or deduction that are specially allocated pursuant to Sections 5.3 through 5.4 shall not be taken into account in calculating Net Income and Net Loss.

"Person" means any individual, sole proprietorship, partnership, joint venture, limited liability company, limited liability partnership, trust, estate, unincorporated organization, association, corporation, institution or other entity.

"Preferred Return" means an amount equal to ten (10%) percent per annum, cumulative but not compounded, multiplied by the amount of each Member's Unreturned Capital Contribution beginning on the date of such initial Capital Contribution and ending on December 31, 2013 and for each of four (4) calendar years thereafter.

"Pro Rata" means in the proportion that the item being measured for each Member bears to the total of all such items for all Members for whom a contribution, distribution or allocation is due or being made, shared or determined.

"Substituted Member" means a Person that is admitted as a Member to the Company pursuant to Section 8.10.

"Tax Distribution" with respect to any Member for any Fiscal Year of the Company means an amount of cash equal to the product of (a) the Net Income and items of income and gain (reduced by any items of loss and deduction) allocated to such Member for such Fiscal Year pursuant to Article 5 but reduced by prior allocations of unrecovered items of loss, deduction, credit, etc. allocated to such Member pursuant to Article 5 and (b) the combined highest marginal effective federal and state income tax rates applicable to an individual resident of the State of Mississippi (taking into account the category of income subject to tax and the deductibility of state taxes for federal income tax purposes) in effect from time to time during such Fiscal Year.

"Unreturned Capital Contribution" means at any particular time, the amount of the aggregate Capital Contribution of a Member that has not been returned to them by the Company pursuant to the distribution provisions of this Agreement.

1.2 Other Definitions. Certain additional defined terms used in this Agreement have the meanings specified throughout this Agreement.

ARTICLE II GENERAL PROVISIONS

2.1 Formation. The Company has been organized as a limited liability company by the filing of the Articles pursuant to the Act with the Mississippi Secretary of State.

2.2 Name. The name of the Company shall be "Marshall Holdings, LLC" or such other name as may from time to time be selected by the Manager, provided that the Manager shall provide notice of such change of name to the Members as promptly as practicable after such change.

2.3 Purpose of Operation. The Company shall have the authority to carry on any lawful business, purpose or activity as allowed in Miss. Code 79-29-108, including without limitation the investment, acquisition, management, operation and disposition of property; to own, hold, develop, farm, rent, operate, sell or otherwise dispose of the property for profit; to enter into and execute any lease, contract, agreement, deed, mortgage, or other instrument or document required or otherwise appropriate to lease, sell, mortgage, convey, option, or refinance the property; to borrow money and execute promissory notes; to secure the same by deed of trust upon the property; to renew or extend any and all loans or notes and to convey the property in fee simple by deed, lease, mortgage or otherwise; to enter into any other ventures that the Members may decide; to carry on any and all activities; and to engage in such activities as the Members shall determine.

2.4 Office. The principal place of business of the Company shall be located at 16 Rivers Bend Dr, Gulfport, MS 39507, or such other locations as the Manager may determine from time to time, provided that the Manager shall provide notice of such change to the Members as promptly as practicable. The Manager may establish other places of business of the Company when and where required by or advisable for the Company Business.

2.5 Term. The term of the Company commenced with the filing of the Articles with the Mississippi Secretary of State and shall continue in perpetuity or until the earlier dissolution and termination of the Company pursuant to Section 12.1.

2.6 Ownership of Company Property. All property acquired by the Company, real or personal, tangible or intangible, shall be owned by the Company as an entity, and no Member, individually, shall have any ownership interest therein. Each Member hereby expressly waives the right to require partition of any Company property or any part thereof.

2.7 Registered Office Registered Agent; Principal Office; Other Offices. The registered office of the Company required by the Act to be maintained in the State of Mississippi shall be in the office of the initial registered agent named in the Articles or such other office (which need not be a place of business of the Company) as the Manager may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Mississippi shall be the initial registered agent named in the Articles or such other Person or Persons as the Manager may designate from time to time in the manner provided by law.

2.8 No State-Law Partnership. The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be an agent, partner or joint venture of any other Member, for any purposes other than federal, state and local tax purposes, and this Agreement shall not be construed to suggest otherwise.

ARTICLE III MEMBERS; CAPITAL CONTRIBUTIONS; INTERESTS; CAPITAL ACCOUNTS

3.1 Initial Capital Contributions. Each Member shall contribute to the capital of the Company the amount of cash or property set forth opposite such Member's name on Schedule A annexed hereto in exchange for the Interest set forth opposite such Member's name.

3.2 Additional Capital Contributions.

(a) Additional Capital Contributions and Capital Call. No Member may make any additional Capital Contribution to the Company except with the express written consent of all Members; provided, however, that the Manager may require that the Members make additional Capital Contributions to the Company in proportion to their Interests in the event there has been and to cover operating losses or negative cash flow as determined to exist by the Manager in its reasonable discretion (a "Capital Call"). A Capital Call shall be made in writing to all Members and to not less than all Members and shall state the date on which the additional capital shall be contributed. Neither a Capital Call nor the exercise of any of the remedies set forth in Section 3.2(b) below shall adjust the Member's respective Interests, except for a proportionate adjustment if the remedy of Section 3.2(b)(ii) is exercised. No Member shall be required to cure any deficit in such Member's Capital Account or lend any funds to the Company.

(b) Failure to Make Contributions. If a Member does not timely contribute capital when required, including pursuant to a Capital Call, that Member shall be in default under this Agreement. In such event, the Manager shall send the defaulting Member written notice of such default, giving him fourteen (14) days from the date such notice is given to contribute the entire amount of his required Capital Contribution (if the defaulting Member did not make a required contribution of property or services, the Company may instead require the defaulting Member to contribute cash equal to that portion of the fair market value of the contribution that has not been made). If the defaulting Member does not contribute his required capital to the Company with said fourteen (14)-day period, the non-defaulting Members who hold a majority of the Interests held by all non-defaulting Members may elect any one or more of the following remedies:

(i) The non-defaulting Members may advance funds to the Company to cover those amounts which the defaulting Member fails to contribute. Amounts which a non-defaulting Member so advances on behalf of the defaulting Member shall become a loan due and owing from the defaulting Member to such non-defaulting Member and bear interest at the higher of the prime rate as set forth in the Money Rates section of the Wall Street Journal plus five percent (5%) per annum, payable monthly (the "Default Rate"). All cash distributions otherwise distributable to the defaulting Member under this Agreement shall instead be paid to the non-defaulting Members making such advances until such advances and interest thereon are paid in full. In any event, any such advances shall be evidenced by a promissory note in a form reasonably acceptable to the Manager and be due and payable by the defaulting Member one (1) year from the date that such advance was made. Any amounts repaid shall first be applied to interest and thereafter to principal. Effective upon a Member becoming a defaulting Member, each Member grants to the non-defaulting Members who advance funds under this Section 3.2(b) a security interest in his Interest to secure his obligation to repay such advances and agrees to execute and deliver a promissory note as described herein together with a security agreement in a form reasonably acceptable to the Manager and such UCC-1 financing statements and assignments of certificates of membership (or other documents of transfer) as such non-defaulting Members may reasonably request.

(ii) The Company may purchase the defaulting Member's entire Interest in accordance with the same terms and conditions as those set forth in Section 8.6 except that the purchase price shall be an amount equal to One Hundred percent (100%) of the defaulting Member's Adjusted Capital Account Balance as of the date of the notice of default. Plus a buy-out of equity in all current real estate equal to Eighty percent (80%) of appraised value.

(iii) The defaulting Members shall have no right to receive any distributions from the Company until the non-defaulting Members have first received distributions in an amount equal to the additional capital contributed by each non-defaulting Member to the Company plus a cumulative, non-compounded return thereon at the Default Rate (as defined above).

(iv) The defaulting Member shall lose his voting and approval rights under the Act, the Articles and this Agreement until such time as the defaulting Member cures the default.

Each Member acknowledges and agrees that (i) a default by any Member in making a required capital contribution will result in the Company and the non-defaulting Members incurring certain costs and other damages in an amount that would be extremely difficult or impractical to ascertain and (ii) the remedies described in this Section 3.2(b) bear a reasonable relationship to the damages which the Members estimate may be suffered by the Company and the non-defaulting Members by reason of the failure of a defaulting Member to make any required Capital Contribution and the election of any or all of the above described remedies is not unreasonable under the circumstances existing as of the date hereof.

The election of non-defaulting Members to pursue any remedy provided in this Section 3.2(b) shall not be a waiver or limitation of the right to pursue an additional or different remedy available hereunder or of law or equity with respect to any subsequent default.

3.3 Additional Members. Any Person admitted to the Company as an Additional Member after the Effective Date pursuant to Section 8.9 shall contribute such amount of cash to the capital of the Company, and at such time or times, as shall be determined pursuant to Section 8.9.

3.4 Loans. In the event that a Member or any Affiliate of a Member makes a loan to the Company (a "Member Loan"), such Member Loan shall bear interest and shall become payable at a rate and on a date as is mutually agreed between the Company and the Member (or Affiliate) making such Member Loan; provided, however, that the interest rate shall not be greater than that available for bona fide loans of like amount and like term from third party sources, if any.

3.5 Capital Accounts.

(a) A separate Capital Account shall be established for each Member and maintained in accordance with the provisions of Treasury Regulation section 1.704-1(b)(2)(iv). Each Member's Capital Account shall be (i) increased by such Member's Capital Contribution and by such Member's allocable share of Net Income and items of Company income and gain, (ii) decreased by such Member's allocable share of Net Loss and items of Company loss and deduction and by the amount of cash and the net Fair Market Value of property distributed by the Company to such Member, and (iii) otherwise adjusted in the manner provided in this Agreement.

(b) Immediately prior to any distribution of Company assets in kind, each Member's Capital Account shall be adjusted to reflect the manner in which the unrealized income, gain, loss or

deduction inherent in the assets to be distributed (and not already reflected in the Members' Capital Accounts) would be allocated among the Members pursuant to Article 5 if such assets were sold for Fair Market Value on the date of distribution.

(c) Immediately prior to (i) any contribution of more than a de minimis amount of money or other property to the Company by a new or existing Member as consideration for an Interest in the Company, (ii) the distribution of more than a de minimis amount of money or other property by the Company to a Member in redemption of all or part of such Member's Interest, or (iii) the liquidation of the Company pursuant to Article 12, each Member's Capital Account shall be adjusted to reflect the manner in which the unrealized income, gain, loss or deduction inherent in all Company assets (and not already reflected in the Members' Capital Accounts) would be allocated among the Members pursuant to Article 5 if such assets were sold for Fair Market Value on the date of such contribution or liquidation.

3.6 Return of Capital Contribution. No Member or Interest Holder will have the right to the return of its Capital Contribution except as expressly provided in this Agreement. No Member or Interest Holder will have the right to withdraw all or any part of its Interest in the Company, to receive a return of interest on its Capital Contribution or the balance in its Capital Account, or to receive any distributions or payments from the Company, except as expressly provided in this Agreement.

ARTICLE IV COMPANY EXPENSES

The Company shall be responsible for and shall pay, or shall reimburse the Members or the Manager for, all Company Expenses. All Company Expenses shall be paid out of funds of the Company, and shall be paid when and as determined in good faith by the Manager.

ARTICLE V ALLOCATIONS

5.1 Net Loss. After allocations have been made pursuant to Sections 5.3 and 5.4, Net Loss for any period shall be allocated as follows:

(a) first, to the Members in proportion to their respective Interests to the extent of the sum of (i) a Member's Adjusted Capital Account Balance plus (ii) the portion of the outstanding principal amount of any indebtedness owed by the Company for which such Member bears the economic risk of loss under Treasury Regulation section 1.752-2;

(b) second, in the event any Member cannot be allocated further Net Loss under Section 5.1(a) above, then to the other Members Pro Rata in accordance with the other Members' Adjusted Capital Account Balance plus the portion of the outstanding principal amount of any indebtedness owed by the Company for which such Member bears the economic risk of loss under Treasury Regulation section 1.752-2; and

(c) thereafter, to the Members in proportion to their respective Interests.

On a Member by Member basis, Net Loss allocated under Sections 5.1(a)-(b) above shall be first charged against a Member's Adjusted Capital Account Balance until reduced to zero and then charged against the portion of the outstanding principal amount of Company indebtedness for which such Member bears the economic risk of loss until such amount for purposes of Sections 5.1(a)-(b) above is reduced to zero; provided, however, that for any and all periods and on a loan-by-loan basis, the Company shall not allocate under Sections 5.1(a)-(b) Net Loss attributable to a loan evidencing Company indebtedness for which one or more Members bear(s) the economic risk of loss in excess of the principal amount of such loan, as may be increased from time to time.

5.2 Net Income. After allocations have been made pursuant to Sections 5.3 and 5.4, Net Income for any period shall be allocated as follows:

- (a) first, to the Members Pro Rata to the extent of and in proportion to, and in inverse order to, the cumulative Net Loss, if any, previously allocated to the Members pursuant to Section 5.1 for which offsetting allocations of Net Income have not been made pursuant to this Section 5.2;
- (b) second, to the Members until each has received an amount equal to their cumulative Preferred Return for such year; and
- (c) thereafter, to the Members in proportion to their respective Interests.

5.3 Qualified Income Offset. Notwithstanding any other provision of this Article 5, if a Member unexpectedly receives an adjustment, allocation or distribution described in Treasury Regulation section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) that creates or increases a deficit in such Member's Adjusted Capital Account Balance, items of Company income and gain shall be allocated to such Member in the amount and proportion necessary to eliminate such deficit Adjusted Capital Account Balance as promptly as possible.

5.4 Nonrecourse Deductions.

- (a) The Company shall allocate any nonrecourse deductions consistent with Treasury Regulation section 1.704-2, and subsequent allocations of income or gain shall take into account the minimum gain chargeback requirement of Treasury Regulation section 1.704-2(f).
- (b) No Member shall be allocated partner nonrecourse deductions as defined in Section 1.704-2(i) if it has already been allocated Net Loss under Section 5.1 because such Member bears the economic risk of loss for Company indebtedness.

5.5 Tax Allocations.

- (a) Except as provided below in Section 5.5(b), Company income, gain, loss, deduction and credit, as calculated for tax purposes, shall be allocated among the Members, to the extent possible, in accordance with the allocations of the corresponding Net Income, Net Loss or items of income, gain, loss or deduction among the Members pursuant to Sections 5.1 through 5.4.
- (b) Income, gain, loss, deduction and credit, as calculated for tax purposes, with respect to (i) property contributed to the Company by a Member and (ii) Company property that has been revalued pursuant to Section 3.5(c) shall be allocated among the Members in accordance with the

principles of Code section 704(c), using such method as shall be selected by the Manager, on the advice of the Company's independent accountants, so as to take account of the variation, at the time of contribution or revaluation, between the property's tax basis and book value, as required pursuant to Treasury Regulation sections 1.704-1(b)(4)(i) and 1.704-3.

5.6 Changes in Interest. Upon the admission of an Additional Member or the Assignment of an Interest, or at such other time as it is necessary to determine the Net Income, Net Loss or other items allocable to a particular period, the Manager, on the advice of the Company's independent accountants, shall determine the proper allocation of Net Income, Net Loss and items of income, gain, loss, deduction and credit to the periods before and after such admission or transfer, or to the period in question, using any method permitted under Code section 706 and the Treasury Regulations thereunder.

ARTICLE VI DISTRIBUTIONS

6.1 Distributions.

(a) Available Cash. Subject to Section 6.2 below, on the dates determined by the Manager in its sole and absolute discretion, the Manager shall cause the Company to distribute to the Members Available Cash as follows:

- (1) first, to the Members in proportion to their relative entitlement to the Preferred Return until each has received an amount equal to their accrued and unpaid Preferred Return;
- (2) second, to the Members in proportion to their aggregate Capital Contributions until each has received an amount equal to their aggregate Capital Contributions; and
- (3) thereafter, to the Members in proportion to their Interests.

(b) Tax Distribution. If the Company has not distributed to a Member during any Fiscal Year Available Cash under Section 6.1(a) above at least equal to a Member's Tax Distribution for such Fiscal Year, within sixty (60) days after the close of such Fiscal Year, the Manager shall cause the Company to distribute to such Member an amount of cash sufficient so that such Member has received a Tax Distribution for such Fiscal Year. For purposes of this Section 6.1(b), any amount paid to a Member pursuant to the preceding sentence shall not be treated as a distribution of Available Cash to a Member under Section 6.1(a) above for the Fiscal Year in which such distribution is actually made.

6.2 Distribution of Capital. The Manager may at any time return to any Member all or any portion of its Capital Contribution, subject to the limitations provided in the Act.

6.3 Withheld Taxes. Any amount that the Company is required to withhold and deposit with any governmental authority with respect to any federal, state or local tax liability of a Member, including any withholding pursuant to Code section 1441, 1442, 1445 or 1446, shall be treated as an amount distributed to such Member and shall reduce, dollar for dollar, any distribution that would otherwise be made to such Member pursuant to Section 6 for that or any subsequent period.

ARTICLE VII

MANAGEMENT OF THE COMPANY

7.1 Rights and Powers of the Manager.

(a) Subject to Section 7.1(b) hereof, the Company shall be managed, and the conduct of its day-to-day business affairs shall be controlled exclusively, by or under the direction of, the Manager in accordance with the terms and conditions of this Agreement. A Manager need not be a Member. The Manager shall have the exclusive right and power to exercise the following:

(i) the confession of a judgment against the Company, filing for Bankruptcy or receivership of the Company, or the refinancing or agreement to the cancellation of any debt of the Company;

(ii) the making of, or granting of permission to any corporation, firm, limited liability company or other entity under its control (a "Controlled Entity") to make, any loans or advances (other than to the Company, a wholly-owned subsidiary of the Company or to their respective employees in the ordinary course of business as advances against salary or travel advances);

(iii) the making of, or granting of permission to any Controlled Entity to make, any guaranty;

(iv) a merger with or consolidation into, or entry into a joint venture or other material business arrangement with, any Person;

(v) the acquisition of all or substantially all of the properties or assets, or the stock of, any other corporation or other entity so long as such transaction is at arms-length and at fair market value;

(vi) the sale, lease or other disposition of the Company's assets in the ordinary course of business;

(vii) any material change in the Company Business, or material strategic decision with respect to the Company Business;

(viii) the hiring of any officers and key employees of the Company;

(ix) the engagement of legal, financial and accounting advisors to the Company;

(x) the making or approval of any expenditures (capital or otherwise) or the incurrence of indebtedness;

(xi) the mortgage or pledge, or the creation of a security interest in, or permission for any Controlled Entity to mortgage, pledge or create a security interest in, any property of the Company or such Controlled Entity;

(xii) the ownership of, or permission for any Controlled Entity to own, any stock or other securities of any Controlled Entity or other corporation, partnership, limited liability company or other entity unless it is wholly owned by the Company, except for articles of deposit, high-quality commercial paper, United States government securities and other short-term, high-quality liquid-investment grade securities, and the voting of the interests of such Controlled Entity;

(xiii) the making of any and all elections for federal, state, local, and foreign tax purposes including any election, if permitted by applicable law to adjust the basis of Company property pursuant to Code sections 754, 734(b), and 743(b), or comparable provisions of state, local or foreign law, in connection with Assignments of Interests and Company distributions;

(xiv) elect to cause the Company to repurchase a Member's Interest pursuant to Sections 3.2(b)(ii) or 8.6;

(xv) a proportionate adjustment of the Interests if the Company repurchases a Member's Interest pursuant to Section 3.2(b)(ii) or 8.6; or

(xvi) the sale of all or substantially all of the assets of the Company.

(b) Without the consent of all of the Members, the Company shall not:

(i) make any distributions to the Members except in accordance with Section 6 of this Agreement;

(ii) change the rights and preferences of any Member (except as otherwise permitted by this Agreement);

(iii) admit Additional Members to the Company;

(iv) repurchase any Interest (except as permitted by Section 7.1(a)(xiv)); or

(v) create any option or purchase plan, or issue any options or Company securities to any Person, except as permitted by Section 8.9.

(c) Prior to conducting any business in any jurisdiction, the Manager shall cause the Company either to comply with all requirements for the qualification of the Company to conduct business as a limited liability company in such jurisdiction, or to conduct business in such jurisdiction through other entities, through a Manager as the Company's agent, or by such other means as the Manager, upon the advice of counsel, deems appropriate to preserve the Members' limited liability.

(d) The Manager shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by the employees or committees of the Company, or by any other Person as to matters the Manager reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including without limitation information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to members might properly be paid.

7.2 Appointment of Manager and Delegation of Duties. There shall be one Manager of the Company and he shall be elected and removed by the Majority in Interest of the Members. Richard Van Marshall, the Manager shall have the right to delegate it's administrative and management duties pursuant to Section 7.7 below.

7.3 Liability of the Manager. None of the Manager or any of his agents, partners, employees, counsel or Affiliates shall be liable, responsible or accountable in damages or otherwise to the Company or any Member for any action taken or the failure to act regarding the management and or policy of the Company unless the Manager breached or failed to perform his duties as a Manager and the breach or failure to perform those duties constituted (i) a violation of criminal law unless the Manager had a reasonable cause to believe his conduct was lawful and no reasonable cause to believe such conduct was unlawful, (ii) a transaction for which the Manager derived an improper personal benefit, either directly or indirectly, (iii) a distribution when the Company is insolvent, (iv) in a proceeding brought by or in the right of the Company or a Member, the conscious disregard of the best interest of the Company, or willful misconduct or (v) in a proceeding by any other person, recklessness or an act or omission which was committed in bad faith or with malicious purposes in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

7.4 Duties of the Manager. The Manager shall take all actions that may be reasonably necessary or appropriate for the conduct of the Company's business in accordance with the provisions of this Agreement and applicable laws and regulations. The Manager shall act at all times in good faith and in such manner as may be required to protect and promote the interest of the Company, each other and the Members.

7.5 Authority to Act for the Company. The Manager shall have the authority to act for and bind the Company, including with respect to the execution and delivery of any document or instrument on behalf of the Company, to the extent and only to the extent that the act has been in accordance with the terms and provisions of this Agreement, including without limitation Article 7 hereof.

7.6 Indemnification. The Company shall indemnify and hold harmless, to the fullest extent permitted by law, the Manager (individually, an "Indemnified Party"), as follows:

(a) The Company shall indemnify and hold harmless, to the fullest extent permitted by law, any Indemnified Party from and against any and all losses, claims, damages, liabilities, expenses (including reasonable legal fees and expenses), judgments, fines, settlements and other amounts ("Indemnified Costs") arising from all claims, demands, actions, suits or proceedings ("Actions"), whether civil, criminal, administrative or investigative, in which the Indemnified Party may be involved, or threatened to be involved, as a party or otherwise arising as a result of such Person's status as a Manager or any Affiliate of a Manager, regardless of whether the Indemnified Party continues in such capacity at the time any such liability or expense is paid or incurred, and regardless, of whether any such Action is brought by a third party, a Member, or by or in the right of the Company; provided, however, that, no Indemnified Party shall be indemnified hereunder for any Indemnified Costs that proximately result from such Person's gross negligence, willful misconduct, material breach of this Agreement, or where indemnification is otherwise prohibited under Section 608.4229(2) of the Act.

(b) The Company shall pay or reimburse, to the fullest extent allowed by law, in advance of the final disposition of the proceeding, Indemnified Costs as incurred by the Indemnified Party in connection with any Action that is the subject of Section 7.6(a) above, provided that such Indemnified Party shall repay all amounts received from the Company pursuant hereto if it shall

ultimately be determined at the final disposition of the proceeding that such Indemnified Party is not entitled to be indemnified by the Company as authorized in Section 7.6(a).

(c) Notwithstanding any other provision of this Section 7.6, the Company shall pay or reimburse Indemnified Costs incurred by an Indemnified Party in connection with such Person's appearance as a witness or other participation in a proceeding involving or affecting the Company at a time when the Indemnified Party is not a named defendant or respondent in the proceeding.

(d) The Manager may cause the Company to purchase and maintain insurance or other arrangements on behalf of the Indemnified Parties and/or the Company against any liability asserted against any Indemnified Party and incurred by any Indemnified Party in such Person's capacity as such or arising out of the Indemnified Party's status in such capacity, regardless of whether the Company would have the power to indemnify the Indemnified Party against that liability under Section 7.6. The indemnification provided by this Section 7.6 shall be in addition to any other rights to which the Indemnified Parties may be entitled under any agreement, vote of the Members, as a matter of law, or otherwise, and shall inure to the benefit of the heirs, successors, assigns and administrators of the Indemnified Parties.

(e) An Indemnified Party shall not be denied indemnification in whole or in part under this Section 7.6 because the Indemnified Party had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

7.7 Compensation of Manager and its Affiliates. The Company shall reimburse the Manager for all out-of-pocket expenses reasonably incurred by such person in his capacity as the Manager. The Members acknowledge and agree that the Manager may delegate its administrative and management duties to an Affiliate of Marshall Holdings, LLC. Each Member agrees that the Company may compensate either the Manager or its delegate for providing administrative and management services to the Company. In consideration of such administrative and management services, the Members authorize the Company to pay a management fee to the Manager or its delegate, as the case may be, equal to the amount of administrative and management costs actually allocated to the Company by the Manager or its delegate, as the case may be (which allocation shall be based upon the comparative gross sales of the Company and all other entities to which such costs are allocated, as determined by the Manager in its sole discretion).

7.8 Transactions with Members. To the extent permitted by applicable law and subject to the provisions of this Agreement, the Manager is hereby authorized to cause the Company to purchase property from, sell property to, or otherwise deal with any Member or Manager, acting on its own behalf, or any Affiliate of any Member or Manager; provided that any such purchase, sale or other transaction shall be made at fair market value and on terms and conditions no less favorable to the Company than if the sale, purchase or other transaction had been made with an independent third party.

ARTICLE VIII MEMBERS

8.1 Limited Liability. The Members will not be personally liable for any obligations of the Company and, unless a Capital Call is made pursuant to Section 3.2, will have no obligation to make contributions to the Company in excess of their respective Capital Contribution.

8.2 No Agency or Authority; Voting Rights.

(a) No Member is an agent of the Company solely by virtue of being a Member, and no Member has the authority to act for the Company solely by virtue of being a Member. Any Member who takes any action or purports or attempts to bind the Company in violation of this Section 8.2 shall be solely responsible for any loss and/or expense incurred by the Company or the Manager as a result of such unauthorized action, and such Member shall indemnify and hold harmless the Company and the Manager with respect to such loss and/or expense.

(b) The Members shall have the right to vote on the matters specifically reserved for their approval or consent as set forth in this Agreement.

8.3 Transfers of Interests.

(a) Subject to Sections 8.4 and 8.5, no Interest Holder may Assign all or any part of its Interest without the consent of the Manager, which shall not be unreasonably withheld, and then only if the following conditions are satisfied:

(i) The Assigning Interest Holder furnishes evidence satisfactory to the Manager, or the Manager otherwise is satisfied, that:

(A) the Assignment would not affect the Company's existence or qualification as a limited liability company under the Act or under any other law or regulation that is or might be applicable to the Company; and

(B) the Assignment would not (x) jeopardize the classification of the Company as a partnership under federal income tax principles, (y) cause a termination of the Company for purposes of Code section 708, or (z) otherwise have adverse federal income tax consequences to the Company or any Member;

(ii) in the opinion of counsel to the Company (which opinion may be waived in whole or in part by the Manager), such Assignment would not subject the Company or the Members to any additional regulatory requirements, result in the violation of any law or regulation that is or might be applicable to the Company or the Members or otherwise adversely affect the interests of the Company or the Members, as such; and

(iii) the Assignee executes and delivers a counterpart of this Agreement.

(b) The Assignor and Assignee will be jointly and severally obligated to reimburse the Company for all reasonable expenses (including legal fees) in connection with any Assignment or proposed Assignment of an Interest. As a condition to any Assignment of an Interest in the Company, the Assignor and the Assignee shall provide such legal opinions and documentation as the Manager may reasonably request.

(c) No Person owning or holding any shares or any membership, partnership or equity interest of any Member (a "Second Tier Owner") or any Person owning or holding any shares or any membership, partnership or equity interest of any Second Tier Owner may Assign any shares or any membership, partnership or equity interest in any Member or Second Tier Owner nor shall any Member or Second Tier Owner issue additional shares or additional membership, partnership or equity interests or otherwise modify its capital structure without the prior written consent of the Manager, which shall not be unreasonably withheld.

(d) Any Assignment, issuance or proposed modification to a Members' capital structure in violation of this Section 8.3 shall be null and void and of no force or effect.

8.4 Right of First Refusal. Any Interest Holder excluding Marshall Holdings, LLC (such Interest Holder, the "Offeror") who wishes to Assign all or a portion of its Interest (the "Offered Interest") to any Person may do so only with the consent of the Manager pursuant to Section 8.3 and in accordance with the following procedures:

(a) The Offeror shall obtain from the third party a bona fide written offer (the "Offer") to purchase the Offered Interest stating the terms and conditions, including the consideration to be paid, upon which such purchase is to be made, and which shall include the identity of the proposed purchaser. The Offeror shall deliver to the Members written notice (the "Offer Notice") of the proposed Assignment of its Offered Interest, together with a copy of the Offer.

(b) The other Members shall have the right and option for a period of 60 days following receipt of the Offer Notice, to purchase all of the Offered Interest on the same terms and conditions as those in the Offer; provided, that the purchase price for the Offered Interest shall be the lesser of the price set forth in the Offer Notice or the Designated Value of the Offered Interest (as defined in Section 8.6 below). Each Member wishing to exercise such right (an "Electing Offeree") shall notify the Offeror in writing within such 60 day period of the portion of the Offered Interest it desires to purchase. The amount to be purchased by each Electing Offeree offering to purchase more than its pro rata share, based on the Offerees' relative Interests, shall equal the ratio of such Electing Offeree's Interest to the aggregate Interests of all such Electing Offerees. The closing of such purchase shall take place at the principal office of the Company on such business day that is convenient to the Electing Offerees, at least 30 days but not more than 60 days following expiration of the option period for the Electing Offerees, and at such time as mutually agreed by the Offeror and Electing Offerees.

(c) In the event the Electing Offerees do not elect to purchase all of the Offered Interest within their respective option periods, the Offeror shall be entitled, subject to Section 8.3, to Assign the Offered Interest to the third party on the terms in the Offer. It is provided, however, that an Offeror may not sell such Offered Interest to the third party (or any other third party) for a price less than, or on terms more favorable than, the price and terms fixed in the Offer without first offering such Offered Interest to the other Members at the more favorable price and/or terms. Such subsequent Offer shall be served and may be accepted by the other Members under the procedure specified in this Section 8.4. Any sale of an Offered Interest to a third party permitted by this Section must take place within one hundred eighty (180) days following service of the last Offer Notice or the provisions of this Agreement shall continue to apply to any Offered Interest not sold to such third party.

8.5 Inclusion of Members' Interests Upon Sale by Marshall Holdings, LLC.

(a) Notwithstanding anything to the contrary in this Agreement, if Marshall Holdings, LLC agrees to sell all of its Interest to a Person other than an Affiliate of, Marshall Holdings, LLC, then at the request of Marshall Holdings, LLC, the other Members shall include in such sale, and each of the other Members agrees to include in such sale, all of their respective Interest. If Marshall Holdings, LLC exercises its option under this Section 8.5 then the sale of the Interest of each of the other Members shall be for the same type of consideration and on the same terms and conditions to which Marshall Holdings, LLC has agreed with such transferee. For purposes of the preceding sentence, "consideration" shall include any and all property received or to be received by Marshall Holdings, LLC as a result of a transfer of its Interest, including, but not limited to, cash, notes, securities, and any other property, and excluding any consideration to be received by Marshall Holdings, LLC that is not specifically attributable to the Interest of Marshall Holdings, LLC (e.g., payments relating to a covenant not to compete) and compensation to be paid to Marshall Holdings, LLC or any Affiliate thereof as a result of and subsequent to such transfer that is reasonable in amount and relates solely to services to be actually performed by it, or an Affiliate thereof.

(b) Marshall Holdings, LLC may exercise its option under 8.5(a) above by delivery to the other Members written notice (the "Inclusion Notice") of any sale to be made pursuant to Section 8.5(a) above, which notice shall set forth the consideration to be paid by the purchaser of the Interests and the other terms and conditions of such transaction, including the terms of agreement to be entered into by Marshall Holdings, LLC as a result of such transaction that will not be entered into by the other Members. If, within 180 days after the date of the Inclusion Notice, no transfer of an Interest shall have been completed in accordance with the provisions of Section 8.5(a), the option of Marshall Holdings, LLC to include the Interest of the other Members for the offer specified in the Inclusion Notice shall expire, and the other Members shall again be subject to the option of Marshall Holdings, LLC set forth in Section 8.5(a).

8.6 Company Option to Repurchase.

(a) Repurchase Option. At any time after any Member excluding Marshall Holdings, LLC (for purposes of this Section 8.6 hereinafter an "Other Member"), has received distributions of Available Cash from the Company equal to such Other Member's Capital Contribution, the Company shall have the right, but not the obligation, to repurchase all or any portion of the Interest of such Other Member pursuant to the terms and conditions set forth in this Section 8.6 (the "Repurchase Option") at a price equal to the Designated Value (as such amount is calculated as provided below). The discretion to exercise the Company's Repurchase Option shall be made in the sole and absolute discretion of the Manager.

(b) Repurchase Notice. If the Company elects to purchase all or any portion of the Interest of an Other Member pursuant to the Repurchase Option, the Company will deliver written notice of such election (a "Repurchase Notice") to all Members. Any Repurchase Notice shall set forth (i) the portion of Interest to be repurchased by the Company; (ii) the consideration to be paid for such Interest (determined pursuant to Section 8.6(d)); and (iii) the time and place for the closing of the transaction (determined pursuant to Section 8.6(c)).

(c) Closing of Repurchase Option. The closing of the purchase transaction for the Interest subject to the Repurchase Option will take place on the date designated by the Company in the Repurchase Notice at the offices of the Company or at such other place and time as the parties may agree. The Company will pay for the Interest to be purchased pursuant to the Repurchase Option by delivery of a check or checks in the aggregate amount of the total purchase price, and the holder of the Interest will sell and assign the Interest so purchased against payment therefor. At the closing of the Repurchase Option, the holder of the Interest will deliver the certificate(s), if any, representing the Interest so purchased to the Company duly endorsed or accompanied by an instrument of assignment.

(d) Calculation of Designated Value. Whenever the Designated Value of any Interest is to be determined for purposes of this Agreement, the "Designated Value" of the Interest shall be determined in accordance with the following formula:

$$3.5 \times CF \times N$$

where CF = the Company's net income plus the Company's depreciation expense and amortization expense and any income taxes for the twelve (12) full calendar months ended immediately preceding the calendar month in which the Repurchase Notice is given; and

N = the total Interest of the Other Member that is to be purchased under the Repurchase Notice expressed as a percentage relative to the total Interests of the Company.

The Manager's calculation of Designative Value shall be derived from the internally prepared financial statements of the Company and shall be conclusive and binding for all purposes absent fraud or patent error.

(e) At the election and in the sole discretion of the Manager, in lieu of using Company funds for the redemption price, the Company may obtain a loan for all or a portion of the redemption price, including a loan from a bank or an affiliate thereof, or the purchase obligation may be assigned to Marshall Holdings, LLC.

8.7 No Withdrawal or Borrowing. Except as otherwise provided in this Agreement, no Member may (a) withdraw as a Member of the Company, (b) be required to withdraw as a Member or (c) borrow or withdraw any portion of its Capital Contribution or Capital Account from the Company.

8.8 Death, Dissolution, Insanity, Bankruptcy, Resignation, Retirement Expulsion or Withdrawal of a Member.

(a) The death, dissolution, adjudication of insanity, Bankruptcy, retirement, resignation, expulsion or withdrawal of any Member shall not dissolve the Company. Notwithstanding the provisions of Section 608.4237(1) of the Act, a Member shall not cease to be a member of the Company as a result of the occurrence of any of the events contained therein.

(b) In the event any Interest held by an Interest Holder (other than Marshall Holdings, LLC) or any shares of stock or membership, partnership or other equity or beneficial interest in any Interest Holder (other than Marshall Holdings, LLC) is the subject of an involuntary Assignment, whether due to divorce, Bankruptcy, assignment for benefit of creditors, judicial order, legal

process, execution, attachment, enforcement of a pledge or other encumbrance or becomes subject to a charging order or charging lien (any of the foregoing, an "Involuntary Transfer"), the affected Member must give notice of the proposed Involuntary Transfer to the Company and Marshall Holdings, LLC within three (3) days after the Involuntary Transfer, and Marshall Holdings, LLC shall have the option, but not the obligation, upon notice given to the Company and the affected Interest Holder, to purchase the Interest held by such affected Interest Holder (hereinafter referred to as the "Affected Interest") for the lesser of the amount owed to the creditor (or ex-spouse) of the affected Interest Holder or the Designated Value of the Affected Interest as determined under Section 8.6(d) as of the date of the proposed Involuntary Transfer. The closing of the purchase of such affected Member's Interest shall be in the manner set forth in Section 8.6(c).

8.9 Additional Members. At any time and from time to time after the Effective Date, upon the written consent of all of the Members, the Company may admit one or more Persons as Additional Members. The terms of any such Additional Member's admission, including such Person's Capital Contribution and Interest, shall be determined by all of the Members. Upon the admission of an Additional Member, (i) the Company shall issue an Interest to the Additional Member, (ii) the Manager may additionally adjust the Company's Members' respective Interests accordingly, and (iii) Schedule A to this Agreement shall be restated accordingly. Notwithstanding the foregoing, no Person shall be admitted as an Additional Member unless (i) such Additional Member shall execute and deliver a counterpart of this Agreement and (ii) the Manager is satisfied that such admission would not result in a violation of any applicable law, including federal or state securities laws, or any term or condition of this Agreement.

8.10 Substitution. An Assignee of an Interest, or any portion thereof, shall become a Substituted Member, entitled to all the rights of a Member, if and only if, in addition to satisfaction of the conditions set forth in Section 8.3 hereof:

- (a) the Assignor gives the Assignee such right;
- (b) the Assignor pays to the Company all costs and expenses incurred in connection with such substitution;
- (c) the Manager consents to such substitution, the grant or denial of which consent shall be in the absolute discretion of the Manager; and
- (d) the Assignee executes and delivers such instruments, in form and substance satisfactory to the Company, as it may deem necessary or desirable to effect such substitution and to confirm the agreement of the Assignee to be bound by all of the terms and provisions of this Agreement. In no event shall any Interest be Assigned to a minor or incompetent, and any such attempted Assignment shall be void and ineffectual and shall not bind the Company.

Except as otherwise expressly provided, any Substituted Member of a Member pursuant to this Section 8.10 shall succeed to all rights and obligations of such Member under this Agreement.

- (e) A Person who acquires an Interest but who is not admitted as a substituted Member pursuant to this Section 8.10 shall be entitled only to allocations and distributions with respect to such Interest in accordance with this Agreement, and shall have no right to any information or accounting of the affairs of the Company, shall not be entitled to inspect the books or records of

the Company, and shall not have any of the rights of a Member under the Act or this Agreement. Any Interest Holder not admitted as a member shall be subject to the terms of this Agreement, including, Sections 8.6 and 8.8.

8.11 Further Assurances. The Members shall from time to time execute or cause to be executed all other documents or cause to be done all filing, recording, publishing, or other acts as may be necessary or desirable to comply with the requirements for the operation of a limited liability company under the laws of the State of Mississippi and all other jurisdictions in which the Company may from time to time conduct business.

8.12 Meetings: Action by the Members.

(a) Any Member or Members holding an aggregate of at least 25% of the Interests may call a special meeting of all of the Members at any time by giving notice to the other Members, which notice shall contain the date and time of such meeting. All meetings shall be held at the principal place of business of the Company unless otherwise agreed by all Members. Such notice shall be delivered to each Member at least ten (10), but not more than sixty (60), days prior to the date specified in such notice. A Member may waive notice of any meeting, before or after the date of the meeting, by delivering a signed waiver to the Company for inclusion in the minutes of the Company. A Member's attendance at any meeting, in person or by proxy: (i) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (ii) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

(b) At any meeting of the Members, each Member entitled to vote shall have a number of votes equal to the Interest held by such Member. At any meeting of Members, the presence of Members entitled to cast at least a majority of the total votes of all Members entitled to vote at such meeting constitutes a quorum. Action on any matter shall be deemed approved if it receives approval by a majority of the total number of votes entitled to be cast by all Members in the Company entitled to vote at such meeting or such greater number as may be required by law or under this Agreement for the particular matter under consideration. Any Assignee of a Member's Interest or economic interest in the Company shall not be entitled to vote or participate on any matters at any meeting unless and until such Assignee becomes a Substituted Member as provided herein.

(c) Any action required or permitted to be taken at any special meeting of Members may be taken without a meeting, without prior notice and without a vote if one or more consents in writing, setting forth the action so taken, shall be signed by Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote were present and voted. Prompt notice of any action taken without a meeting shall be given to those Members who have not consented in writing. The written consents shall be delivered to the Company for inclusion in the minutes. The record date for determining Members entitled to take action without a meeting is the first date a Member signs the consent to such action.

(d) Any or all Members may participate in any special Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present at the meeting.

(e) At any meeting of Members of the Company, if less than a quorum is present, a majority of the Members entitled to vote at the meeting, present in person or by proxy, shall have the power to adjourn the meeting to another time, place and date without notice other than by announcement at the meeting so adjourned. Any business may be transacted at any adjourned meeting that could have been transacted at the meeting originally noticed, but only those Members entitled to vote at the meeting originally noticed shall be entitled to vote at any adjourned meeting. If the adjournment is for more than thirty (30) days from the date of the meeting originally noticed, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the adjourned meeting.

8.13 Representations and Warranties. Each Member represents and warrants to the other Members (each of which warranties and representations shall be deemed to be a continuing warranty and representation and covenant that such warranties and representations shall remain true and correct at all times during the term of the Company) that:

(a) Status. If an entity, such Member is duly organized, validly existing and in good standing under the laws of its state of formation, and such Member has the power under its organizational documents and adequate authority to execute, deliver, and perform this Agreement which upon such execution and delivery will be a legal, valid, and binding obligation of such Member enforceable in accordance with its terms (subject only to the application of bankruptcy, reorganization, insolvency or other similar laws regarding the rights of creditors generally and the exercise of judicial discretion in equity). If an individual, this Agreement upon execution and delivery will be a legal, valid, and binding obligation of such Member enforceable in accordance with its terms (subject only to the application of bankruptcy reorganization, insolvency or other similar laws regarding the rights of creditors generally and the exercise of judicial discretion in equity).

(b) Due Authorization. The execution, delivery and performance of this Agreement by such Member that is an entity have been duly authorized by all requisite corporate, partnership or other organizational action of such Member and, as of the date hereof, do not require the consent or approval of any person that has not been obtained and are not in contravention of or in conflict with any term or provision of the organizational documents of such Member.

(c) Other Agreements and Violations of Law. The execution, delivery and performance of this Agreement by such Member will not breach or constitute a default under any agreement, indenture, undertaking or other instrument to which such Member or any Affiliate of such Member is a party or by which any of such persons or any of their respective properties may be bound or affected, which breach or default would have a materially adverse effect on the financial condition of such Member or on the financial condition, properties or operations of the Company. Other than as contemplated by this Agreement such execution, delivery, and performance will not result in the creation or imposition of (or the obligation to create or impose) any lien or encumbrance on any of the Company property nor, to the knowledge of such Member, constitute or result in the violation of any law.

(d) No Litigation. There is no litigation or administrative or other proceeding or tax audit pending, or, to the knowledge of such Member, threatened against or affecting such Member, or any of its Affiliates, or any of their respective properties, which, if determined adversely, would have a materially adverse effect on the financial condition, properties or operations of the Company. As of the date hereof, neither such Member, nor, to the knowledge of such Member, any Affiliate of such Member is in default with respect to any order, writ, injunction, decree or demand of any court or other governmental or regulatory authority which might in any way adversely affect the Company.

(e) Investment. Each Member hereby represents and warrants to the Company and the Members that such Member's acquisition of an Interest hereunder is made as principal for such Member's own account and not for resale or distribution of such Interest.

8.14 Distributions and Allocations in Respect of Transferred Interest. If any Interest is Assigned during any Fiscal Year in compliance with the provisions of this Article 8, Net Income, Net Loss, each item thereof, and all other items attributable to the Assigned Interest for such Fiscal Year shall be divided and allocated between the transferor and the transferee by taking into account their varying Interests during the Fiscal Year in accordance with Code Section 706(d), using any conventions permitted by law and selected by the Manager. All distributions on or before the date of such Assignment shall be made to the transferor, and all distributions thereafter shall be made to the transferee. Solely for purposes of making such allocations and distributions, the Company shall recognize such Assignment not later than the end of the calendar month during which it is given notice of such Assignment, provided that, if the Company is given notice of an Assignment at least ten (10) business days prior to the Assignment, the Company shall recognize such Assignment as of the date of such Assignment, and provided further that if the Company does not receive a notice stating the date such Interest was Assigned and such other information as the Manager may reasonably require within thirty (30) days after the end of the Fiscal Year during which the Assignment occurs, then all such items shall be allocated, and all distributions shall be made, to the Person who, according to the books and records of the Company, was the owner of the Interest on the last day of such Fiscal Year. Neither the Company nor any Member shall incur any liability for making allocations and distributions in accordance with the provisions of this Section 8.14, whether or not the Manager or the Company has knowledge of any Assignment of ownership of any Interest.

ARTICLE IX ACCOUNTS

9.1 Books. The Manager shall maintain or cause to be maintained complete and accurate books of account of the Company's affairs at the Company's principal office, including a list of the names and addresses of all Members and the aggregate Capital Contribution of each Member. Each Member shall have the right to inspect the Company's books and records at any reasonable time upon advance written request to the Manager.

9.2 Reports, Returns and Audits. The Manager will furnish or will cause to be furnished to each Member:

(a) within 90 days after the end of each Fiscal Year, a copy of the Company's Form 1065, and an Internal Revenue Service Schedule K-1 with respect to such Member; and

(b) within 120 days after the end of each Fiscal Year, a balance sheet of the Company as at the end of such Fiscal Year and statements of income and cash flow of the Company for such Fiscal Year.

9.3 Fiscal Year. The fiscal year of the Company for both financial reporting and tax purposes shall be the calendar year.

9.4 Method of Accounting. The books and accounts of the Company shall be maintained for both financial reporting and tax purposes using the method selected by the Manager.

9.5 Tax Returns. The Manager shall cause to be prepared and filed on a timely basis all federal, state and local information tax returns required of the Company.

9.6 Bank Accounts. All funds of the Company will be deposited in its name in an account or accounts maintained with such bank or banks selected by the Manager. The funds of the Company will not be commingled with the funds of any other Person. Checks will be drawn upon the Company account or accounts only for the purposes of the Company and shall be signed by the Manager.

9.7 Other Information. The Manager may release such information concerning the operations of the Company to such sources as is customary in the industry or required by law or regulation or by order of any regulatory body. For the term of the Company and for a period of four years thereafter, the Manager shall cause to be maintained and preserved all books of account and other relevant documents.

ARTICLE X VALUATION OF ASSETS

For purposes of this Agreement, the Fair Market Value of any asset of the Company or of the Company Business shall be determined by the Manager. The Manager, in its discretion, may engage any Person, agreeable to the Manager, to perform an appraisal to determine the Fair Market Value of any Company asset or of the Company Business.

ARTICLE XI RESTRICTIVE COVENANTS

11.1 Noncompetition. Each of Richard Van Marshall and Jonathan Elliott Marshall and each Member excluding Marshall Holdings, LLC (each such Person, an "Investor"), acknowledges that if it were to compete with Company in the Company Business, great harm would come to the Company. Each Investor hereby covenants and agrees that for so long as it owns an Interest or shares, a membership interest, equity interest or beneficial interest in any Member, as the case may be, and for a period of two (2) years thereafter, such Investor shall not, individually or jointly with others, directly or indirectly, whether for such Investor's own account or for that of any other

Person, engage in any real estate business within a ten (10) mile radius of Marshall Holdings premises (a "Prohibited Business Activity"), and such Investor shall not act as an officer, director, employee, partner, independent contractor, consultant, principal, agent, proprietor, or in any other capacity for, nor lend any assistance (financial or otherwise) or cooperation to, any such Person engaged in a Prohibited Business Activity, and that such Investor shall forfeit any fees or compensation for services rendered which are in violation of this restrictive covenant. This Section 11.11 shall not be construed to prevent any Investor from owning an interest in real property that is leased to any business that is engaged in a Prohibited Business Activity.

11.2 Non-solicitation. Without limiting the provisions of Section 11.1, each Investor covenants and agrees that for so long as it owns an Interest or shares, a membership interest, equity interest or beneficial interest in any Member, as the case may be, and for a period of two (2) years thereafter, such Investor shall not directly or indirectly, whether for such Investor's own account or the account of any other Person, (i) solicit, induce, or influence any customer, supplier, lender, lessor, or any other Person which has a business relationship with the Company (collectively, "customers/suppliers") to discontinue, reduce the extent of, or otherwise adversely affect such business relationship; or otherwise conduct business with any such customer/supplier; or (ii) recruit, solicit, or otherwise induce or influence any employee, agent, independent contractor, or consultant of the Company or any of its Affiliates to discontinue his/her/its employment, agency, contract, or other relationship with the Company or any of its Affiliates or hire any employee, agent, independent contractor, or consultant of the Company or any of its Affiliates.

11.3 No Disparagement. At no time shall any Investor disparage the Company or any of its Affiliates, shareholders, directors, members, managers, officers, employees, or agents.

11.4 Confidentiality of Information. No Investor shall at any time disclose or use, and will direct its representatives and Affiliates not to disclose or use to the detriment of any Member or the Company, any Confidential Information (as defined below). For purposes of this Section 11.4, "Confidential Information" means any information with respect to the Company Business which is either nonpublic, confidential, or proprietary in nature, including, without limitation, suppliers, customers, trade or industrial practices, marketing and technical plans, technology, personnel, organization or internal affairs, proprietary techniques, trade secrets, and any analyses, compilations, studies or other documents prepared by any Member or its representatives which contain or otherwise reflect this information, unless any of the foregoing information is already known to others not bound by a duty of confidentiality or such information becomes publicly available through no fault of any party hereto or its representatives, or the furnishing or use of such information is required by or necessary or appropriate in connection with legal proceedings. At the time an Investor no longer owns an Interest (direct or indirect) in the Company, it shall return to the Company or have destroyed any Confidential Information in its possession and certify in writing to the Company that it has done so.

11.5 Reasonableness of Restrictions. Each Investor recognizes and acknowledges that the geographical and time limitations contained in this Article 11 are reasonable and properly required for the adequate protection of the legitimate business interests of the Company. It is agreed by the parties hereto that if any portion of the restrictions contained in this Article 11 are held to be unreasonable, arbitrary, or against public policy, then the restrictions shall be considered divisible, both as to the time and to geographical area, with each month of the specified period being deemed

a separate period of time and each county of the restricted territory being deemed a separate geographical area, so that the lesser period of time or geographical area shall remain effective so long as the same is not unreasonable, arbitrary, or against public policy. The parties hereto agree that in the event any court of competent jurisdiction determines the specified period or the specified geographical area of the restricted territory to be unreasonable, arbitrary, or against public policy, a lesser time period or geographical area which is determined to be reasonable, nonarbitrary, and not against public policy may be enforced against the Investor. If an Investor violates any of the covenants contained herein and if any action is instituted by the Company to prevent or enjoin such violation, then the period of time during which such Investor's business activities shall be restricted, as provided in this Agreement, shall be lengthened by a period of time equal to the period between the date of such Investor's breach of the terms or covenants contained in this Agreement and the date on which the decree of the court disposing of the issues upon the merits shall become final and not subject to further appeal. The restrictions contained in this Article 11 are assignable by the Company in the Manager's sole and absolute discretion.

11.6 Remedies. Each Investor agrees that the remedy at law for any breach by an Investor of the covenants contained in this Article 11 will be inadequate and would be difficult to ascertain and will cause irreparable injury to the Company for which the Company will not have an adequate remedy at law. Therefore, in the event of the breach or threatened breach of any such covenants, the Company, in addition to any other remedy, shall each have the right to enjoin any Investor from any threatened or actual activities in violation thereof, and each Investor hereby consents and agrees that temporary and permanent injunctive relief may be granted in any proceedings which might be brought to enforce any such covenants without the necessity of proof of actual damages. In the event that the Company does apply for such an injunction, no Investor shall raise as a defense thereto that the Company has an adequate remedy at law.

ARTICLE XII DISSOLUTION OF THE COMPANY

12.1 Dissolution. Subject to the Act, the Company shall be dissolved and its affairs shall be wound up upon the earliest to occur of:

- (a) the written consent of the Manager to dissolve the Company; or
- (b) the sale or distribution by the Company of all or substantially all of its assets.

12.2 Liquidation of Interests.

(a) Liquidation. Upon dissolution, the Company will be liquidated in an orderly manner. The Manager will serve as the liquidator to wind up the affairs of the Company pursuant to this Agreement. Provided that if there is no Manager, Marshall Holdings, LLC shall select a Person or Persons to serve as liquidator. The Person or Persons who act as the liquidator under this Section 12.2 are referred to herein as the "Liquidator."

(b) Final Allocation and Distribution. Upon dissolution of the Company (whether or not an early dissolution), a final allocation of all items of income, gain, loss and deduction will be made in accordance with Article 5, and all of the Company's assets, or the proceeds therefrom, shall be

distributed or used as follows and in the following order of priority (which order shall be without prejudice to the liability of the Manager to creditors of the Company under the Act in the event of the insolvency of the Company):

- (i) for the payment of the Company's liabilities and obligations to its creditors and the expenses of liquidation;
- (ii) to the setting up of any reserves that the Liquidator may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company;
- (iii) to the Members in proportion to their Interest to pay each Member's Unreturned Capital Contributions;
- (iv) to the Members Pro Rata to the extent of an in proportion to each Members' Adjusted Capital Account Balance until reduced to zero; and
- (v) thereafter, to the Members in accordance with their respective Interests.

12.3 Liability for Return of Capital Contributions. Each Member, by its execution of this Agreement, agrees that liability for the return of its Capital Contribution is limited to the Company's assets and, in the event of an insufficiency of such assets to return the amount of its Capital Contribution, hereby waives any and all claims whatsoever, including any claim for additional contributions that it might otherwise have, against the Company or any of its agents or representatives (in each case in the absence of conviction of fraud or willful misconduct and a judicial determination that such insufficiency was caused by such fraud or willful misconduct) by reason thereof. Each Member shall look solely to the assets of the Company for all distributions with respect to the Company and its Capital Contribution thereto, and shall have no recourse therefor (upon dissolution or otherwise) against the Company or any of its agents or representatives.

ARTICLE XIII AMENDMENTS

This Agreement may be amended with (but only with) the written consent of (x) a Majority in Interest of the Members and (y) the Manager; provided that (a) any provision of the Agreement requiring the approval of a specified proportion of Members may be amended only with such specified approval and (b) an amendment that would affect such Member materially adversely as compared to any other Members may not be made without the consent of the affected Member. The Manager shall send each Member a copy of any amendment adopted pursuant to this Article 13. The Manager may at any time restate Schedule A to reflect changes in Members or their respective addresses, Capital Contributions or Interests.

ARTICLE XIV NOTICES

All notices, requests, demands, claims and other communications hereunder shall be in writing and shall be deemed duly given or made (a) when personally delivered to the intended recipient (or an officer of the intended recipient) or when sent by telecopy or facsimile followed by the mailing of a copy as set forth in clause (b) or (c) below; (b) on the business day after the date sent when sent by national recognized overnight courier service; or (c) four business days after it is sent by registered or certified mail, return receipt requested, postage prepaid if to the Company, to its address set forth in Section 2.4, and if to any Member, to the address set forth in Schedule A. Any party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other parties notice in the manner herein set forth.

ARTICLE XV MISCELLANEOUS

15.1 Entire Agreement. This Agreement and the Articles constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes any prior agreement or understanding among the parties hereto with respect to the subject matter hereof. This Agreement supersedes any prior Operating Agreement of the Company.

15.2 Governing Law; Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Mississippi, without regard to principles of conflicts of law that would result in the application of laws of another jurisdiction. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought against either of the parties exclusively in the courts of the State of Mississippi, County of Jackson, or if it has or can acquire jurisdiction, in the United States District Court for the Southern District of Mississippi, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

15.3 Specific Performance. Each Member agrees with the other Members that the other Members would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, it is agreed that, in addition to any other remedy to which the nonbreaching Members may be entitled, at law or in equity, the nonbreaching Members shall be entitled to injunctive relief to prevent breaches of the provisions of this Agreement and specifically to enforce the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having subject matter jurisdiction thereof.

15.4 Waiver of Jury Trial. Each Member irrevocably waives to the extent permitted by law all rights to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

15.5 Remedies Cumulative. The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any person may be lawfully entitled.

15.6 Attorney Fees. In the event that any dispute between the Company and the Members or among the Members should result in litigation or arbitration, the prevailing party in such dispute

shall be entitled to recover from the other party all reasonable fees, costs and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment and an award of prejudgment interest from the date of the breach at the maximum rate of interest allowed by law. For the purposes of this Section: (a) attorney fees shall include, without limitation, fees incurred in the following: (1) postjudgment motions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation and (b) prevailing party shall mean the party who is determined in the proceeding to have prevailed or who prevails by dismissal, default or otherwise.

15.7 Binding Effect. Except as otherwise provided herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.

15.8 Counterparts. This Agreement may be executed either directly or by an attorney-in-fact, in any number of counterparts of the signature pages, each of which shall be considered an original and all of which together shall constitute one instrument.

15.9 Separability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

15.10 Headings; Construction. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. Unless otherwise indicated, all references to "Section" or "Sections" refer to the corresponding Section of Sections of this Agreement. Unless otherwise provided, the word "including" does not limit the preceding words or terms.

15.11 Gender and Number. Whenever required by the context hereof, all pronouns and any variations thereof will be deemed to refer to the masculine, feminine and neuter, singular and plural.

15.12 No Third Party Beneficiaries. Nothing in this Agreement is intended to, or will, create any rights to any party other than a party that is a signatory hereto or who becomes an Additional Member pursuant to Section 8.9 hereof.

15.13 "Tax Matters Partner". Richard Van Marshall shall be the "tax matters partner" for purposes of Code section 6231(a)(7).

15.14 Consultation with Attorney. Each Member has been advised to consult with its own attorney regarding all legal matters concerning an investment in the Company and has done so, to the extent it considers necessary.

15.15 Tax Consequences. The Members are aware of the income tax consequences of the tax allocations made under this Agreement and hereby agree to be bound by the provisions of this Agreement in reporting their share of the Company's Net Income and Net Loss for federal income tax purposes. Each Member acknowledges that the tax consequences to it of investing in the Company will depend on its particular circumstances, and neither the Company, the Manager, the Members, nor the partners, shareholders, members, agents, officers, directors, employees, Affiliates, or consultants of any of them will be responsible or liable for the tax consequences to him of an investment in the Company. Each Member will look solely to, and rely upon, its own advisers with respect to the tax consequences of an investment in the Company.

15.16 Acknowledgement. Each of Richard Van Marshall and Jonathan Elliott Marshall acknowledges carefully reading this Agreement and understands its contents and consequences, has been given the opportunity to consult with an attorney, has had sufficient time to review this Agreement, acknowledges it or he, as the case may be, and is signing this Agreement knowingly and voluntarily, without any coercion or duress. Each party to this Agreement also acknowledges that it has not relied on any representations, promises, or commitments of any kind made to it in connection with his decision to enter into this Agreement, other than those set forth in this Agreement.

15.17 Reliance on Authority of Person Signing Agreement. If a Member is not a natural person, neither the Company nor any Member will: (A) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such entity or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (B) be responsible for the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such entity.

The parties hereto have executed this Agreement as their act and deed, to be effective as of the day and year first above written.

MEMBERS:

MARSHALL HOLDINGS, LLC,
a Mississippi Limited Liability Company

By:



Richard Van Marshall, Managing Member

By:



Jonathan Elliott Marshall, Member

COUNTERPART

Pursuant to Sections 8.9 or 8.10(d), as the case may be, of the Operating Agreement of Marshall Holdings, LLC date April 17, 2023 (the "Operating Agreement"), the undersigned hereby becomes a party to the Operating Agreement as a Member, and acknowledges receipt of a copy of the Operating Agreement and agrees to be bound by the terms and conditions set forth therein.

Schedule A of the Operating Agreement shall be updated to reflect the admission of the undersigned as a Member of Marshall Holdings, LLC.

Name:

Richard V. Mall

Date:

4/17/2023

SCHEDULE A

**LIST OF MEMBERS,
CAPITAL CONTRIBUTIONS,
AND INTERESTS
AS OF APRIL 17, 2023**

<u>Name and Address</u>	<u>Capital Contribution</u>	<u>Interest</u>
Richard Van Marshall 16 Rivers Bend Dr Gulfport, Mississippi 39507	\$2,500.00	50%
Jonathan Elliott Marshall 57 53rd Street Gulfport, Mississippi 39507	\$2,500.00	50%
Total:	\$5,000.00	100%

COPY

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

File#230707

Indexing Instructions:
Lot 4, Sunnyland Place S/D,
Harrison County, 1st JD, MS

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

WARRANTY DEED

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

**DONALD D. OWENS and wife, DYRENE L. OWENS
2300 LYNN AVENUE
GULFPORT, MS 39503
(228) 860-8886**

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

**MARSHALL HOLDINGS LLC
A MS Limited Liability Company
57 53rd STREET
GULFPORT, MS 39507
(228) 697-7104**

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

**Lot Four (4), SUNNYLAND PLACE SUBDIVISION, a subdivision according
to the official map or plat thereof on file and of record in the Office of the
Chancery Clerk of the First Judicial District of Harrison County, Mississippi,
in Plat Book 12 at Page 32 (Copy Book 5 at Page 419) thereof, reference to
which is hereby made in aid of and as a part of this description.**

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

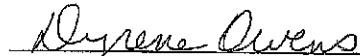
Estimated county ad valorem taxes have been prorated between the parties as a part of the
consideration for this conveyance. In the event the estimates upon which such proration is based

prove to be inaccurate for any reason, the Grantee agrees to refund any excess, and the Grantor agrees to pay any deficiency, upon receipt of a copy of the tax statement for the current year and a computation of the true amount due, based on a 365 day year.

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

WITNESS THE SIGNATURES of the Grantors on this the 28th day of April, 2023.


DONALD D. OWENS


DYRENE L. OWENS

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, **DONALD D. OWENS and DYRENE L. OWENS**, who acknowledged that they signed, executed and delivered the above and foregoing instrument as their voluntary act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal on this the 28th day of April, 2023.

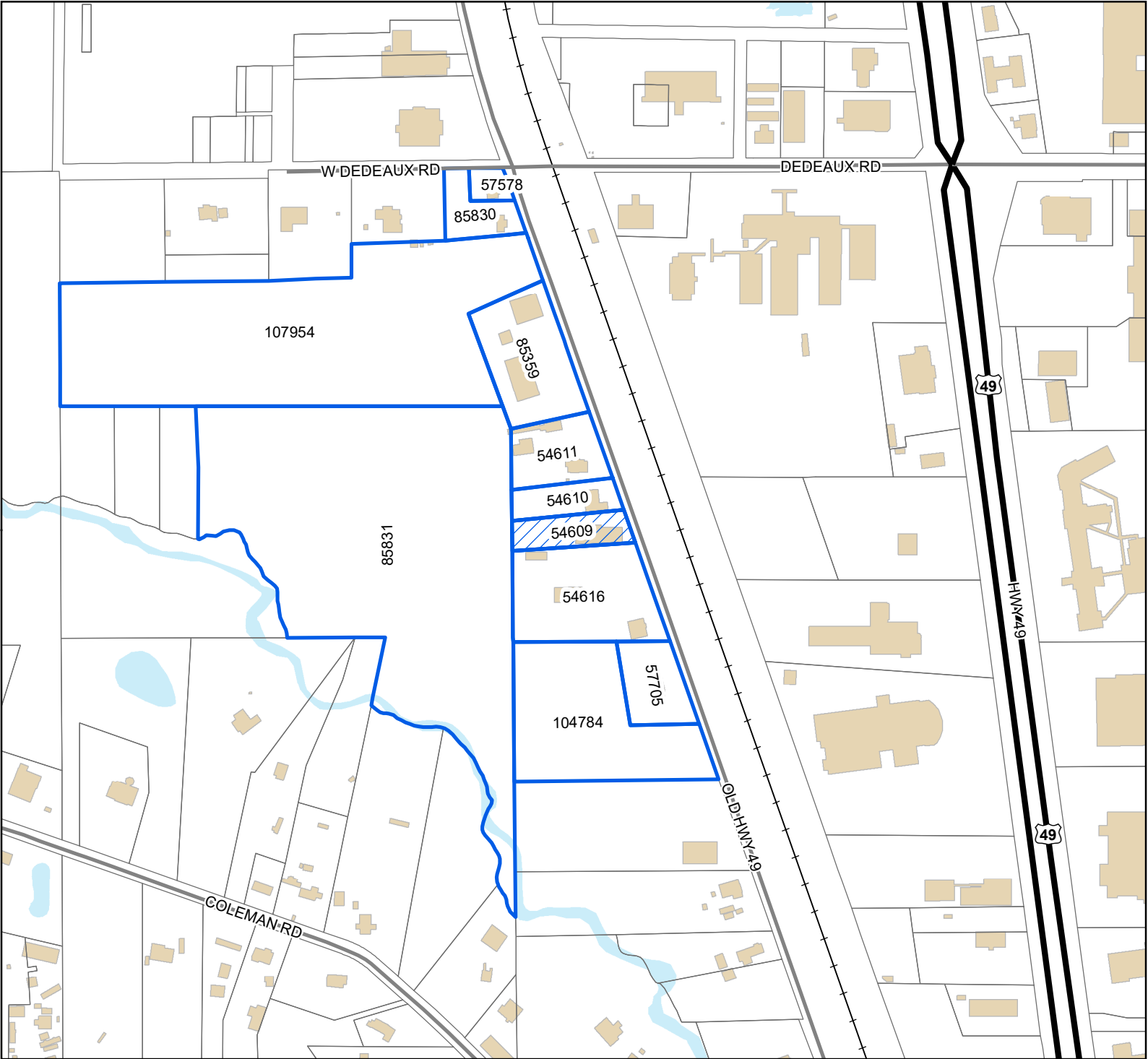

NOTARY PUBLIC

(SEAL)

My Commission Expires:

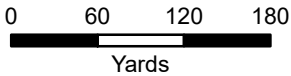


Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			MARSHALL HOLDINGS, LLC (OWNERS)	57 53RD ST	GULFPORT	MS	39507
			JOHN MARSHALL (AGENT)	57 53RD ST	GULFPORT	MS	39507
			Adjacent Property Owners(2307PC076)				
	54609	0808M-03-006.000	OWENS DONALD D & DYRENE L	2300 LYNN AVE	GULFPORT	MS	39503
	85831	0708P-01-004.000	GILMORE WILLIAM EDGAR -TRUSTEE-	18408 DEER DR	SAUCIER	MS	39574
	107954	0708P-01-004.007	WARD BARBARA ANN	12100 HWY 49, STE 200	GULFPORT	MS	39503
	85359	0808M-03-003.000	GULF COAST BAPTIST ASSOC	P O BOX 2369	GULFPORT	MS	39505
	54610	0808M-03-005.000	GRAVES SHEILA & YOCUM SANDRA	210 PUSHAPATAPA RD	TYLERTOWN	MS	39667
	54616	0808M-03-007.000	WALLER THURMAN C JR & SUE-TRUSTEES-	14733 COUNTRYWOOD DRIVE	GULFPORT	MS	39503
	54611	0808M-03-004.000	WILSON & WILSON LLC	P O BOX 3498	GULFPORT	MS	39505
N	57705	0808M-03-008.000	WALLER THURMAN C JR & SUE-TRUSTEE-	14733 COUNTRYWOOD DR	GULFPORT	MS	39503
	104784	0808M-03-008.001	WALLER THURMAN C JR & SUE-TRUSTEES-	14733 COUNTRYWOOD DRIVE	GULFPORT	MS	39503
N	57578	0708P-01-001.000	FREEMAN DENNY K	PO BOX 2383	GULFPORT	MS	39505
	85830	0708P-01-002.000	FREEMAN DENNY K	PO BOX 2383	GULFPORT	MS	39505



Legend

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



1 inch = 400 feet



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

RE: Zoning Map Amendment 2307PC076, by agent Johnathan Marshall, Requesting to rezone Tax Parcel 0808M-03-006.000 from R-B (Residence-business) to B-1 (Neighborhood business), 11149 Old Hwy 49, Ward 7

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, July 27, 2023**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agenda/> then click the City of Gulfport Planning Commission for **Thursday, July 27, 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.



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	441421	Print Legal Ad-IPL01303580 - IPL0130358		\$92.65	2	62 L

Attention: Matilda Welch
GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

LEGAL NOTICE PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, July 27, 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.

Planning Commission Approval 2307PC071, by owner Daniel Chirinos, seeking approval for a home occupation administrative office use for a ride share company at Tax Parcel 0908J-01-001.099, 11345 Mia Dr, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2307PC072, by agents Advanced Bldg Specialties, Inc & Taylor Higgason, seeking approval for a convenience store use in a B-2 Zoning District at Tax Parcel 0808P-01-009.000, 14165 Dedeaux Rd, Zoned B-2 (General business), Ward 5

General Plan 2307PC083, by agent Elliott Homes LLC, Tax Parcel 10100-02-050.000, seeking approval of General Plan for a new 78-lot subdivision (Palm Heights) at 1856 Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

General Plan 2307PC084, by agent Rumsey Engineering, Tax Parcels 0807F-01-003.000 & 0807F-01-004.000, seeking approval of a new 84-lot, single family residential development (Swan Ridge) at 15221 & 15201 Swan Rd, Zoned R-1-10 (Single-family), Ward 7

Zoning Text Amendment 2301PC008, by City of Gulfport, Amendments to the Accessory Building Ordinance Sec. IV. Supplementary regulations. (2) Accessory building; to consider changes to limitations on size, height, setbacks, number allowed, and definitions.

Zoning Text Amendment 2302PC016, by agent David P. Sullivan, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III. (K), (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+ zoning districts.

Zoning Map Amendment 2307PC070, by owner Michael Wilson, Requesting to rezone Tax Parcel 0807H-01-010.001 from R-1-15 (Single-family) to R-E (Residence estate), South Swan Rd, Ward 7

Zoning Map Amendment 2307PC076, by agent Johnathan Marshall, Requesting to rezone Tax Parcel 0808M-03-006.000 from R-B (Residence-business) to B-1 (Neighborhood business), 11149 Old Hwy 49, Ward 7

Zoning Map Amendment 2307PC077, by agent Schwartz, Orgler, and Jordan, PLLC, Requesting to rezone Tax Parcel 0711O-03-034.000 from T4+ (General Urban Zone "Plus") to T5 (Urban Center Zone), 4310 W Beach Blvd, Ward 2

Zoning Map Amendment 2307PC079, by owner Jeanette Ladner, Requesting to rezone Tax Parcel 0711P-01-002.000 from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), W Beach Blvd, Ward 2

This the 5th day of July 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0130358
Jul 12 2023

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Dallas County, Texas personally appeared Stefani Beard, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue(s) of:

1 insertion(s) published on:
07/12/23

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

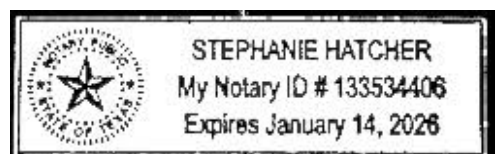
Stefani Beard

Sworn to and subscribed before me this 19th day of July in the year of 2023

Stephanie Hatcher

Notary Public

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



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

MEMORANDUM

To: City of Gulfport Planning Commission

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

Date of Hearing: July 27, 2023

Re: **Zoning Map Amendment 2307PC077:**

Zoning Map Amendment 2307PC077, by agent Schwartz, Orgler, and Jordan, PLLC, Requesting to rezone Tax Parcel 0711O-03-034.000 from T4+ (General Urban Zone "Plus") to T5 (Urban Center Zone), 4310 W Beach Blvd, Ward 2

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2307PC077

Hearing Date: July 27, 2023

Current Zoning/Use: T4+/Vacant Lot

Legal: Zoning Map Amendment 2307PC077, by agent Schwartz, Orgler, and Jordan, PLLC, requesting to rezone Tax Parcel 0711O-03-034.000 from T4+ (General Urban Zone "Plus") to T5 (Urban Center Zone), 4310 W Beach Blvd, Ward 2

TECHNICAL DETAILS

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

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

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

The applicant requests to rezone approximately 1.83 acres of property from T4+ (General Urban Zone Plus) to T5 (Urban Center Zone). The subject property has not been developed since Hurricane Katrina. Bridgewater plans to develop the property into a hotel. A hotel is allowed by right in a T4+ zone, however the development is limited to four (4) stories. According to the owners, due to the location and low nature of the property the bottom floor will likely need to be a wash through floor similar to the Holiday Inn Express, located to the East. If rezoned to T5, the hotel could be developed with the height of six (6) stories. The neighboring property is currently zoned T5.

1. Mistake or error is not addressed by the applicant.
2. The property owners address the change in character and public need for the property to be rezoned to T5, by stating the character of the neighborhood has changed to such an extent that it justifies reclassification "there has been significant and continued development of this section of Highway 90. The change in character includes development of the neighboring property as a hotel, The Holiday Inn Express". In their

Technical Report

Zoning Map Amendment

report, the applicants included aerial images that range from 2006 to 2022 of the location. One of the most notable changes is the hotel on the neighboring property. The applicants also state that trends suggest that on the whole, it is clear that people are moving from more expensive places to less expensive places. Also mentioning that vacation towns have seen a significant growth. Finally, claiming that the increase in population in Gulfport has led to an increased need for T5 properties and hotels.

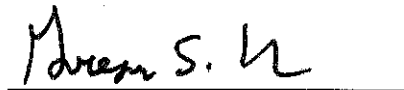
Further, the subject property is included in the area which has been identified for future development of resorts, hotels, motels and RV campgrounds by the City of Gulfport Comprehensive Plan.

EXECUTIVE SUMMARY

A hotel is allowed by right in a T4+ zone, however the height limited only allows four (4) stories. The location of the planned hotel development is in harmony with the commercial and residential nature of the surrounding area. Approving the zoning change to allow for a 6-story hotel would be consistent with the growth of the surrounding area.

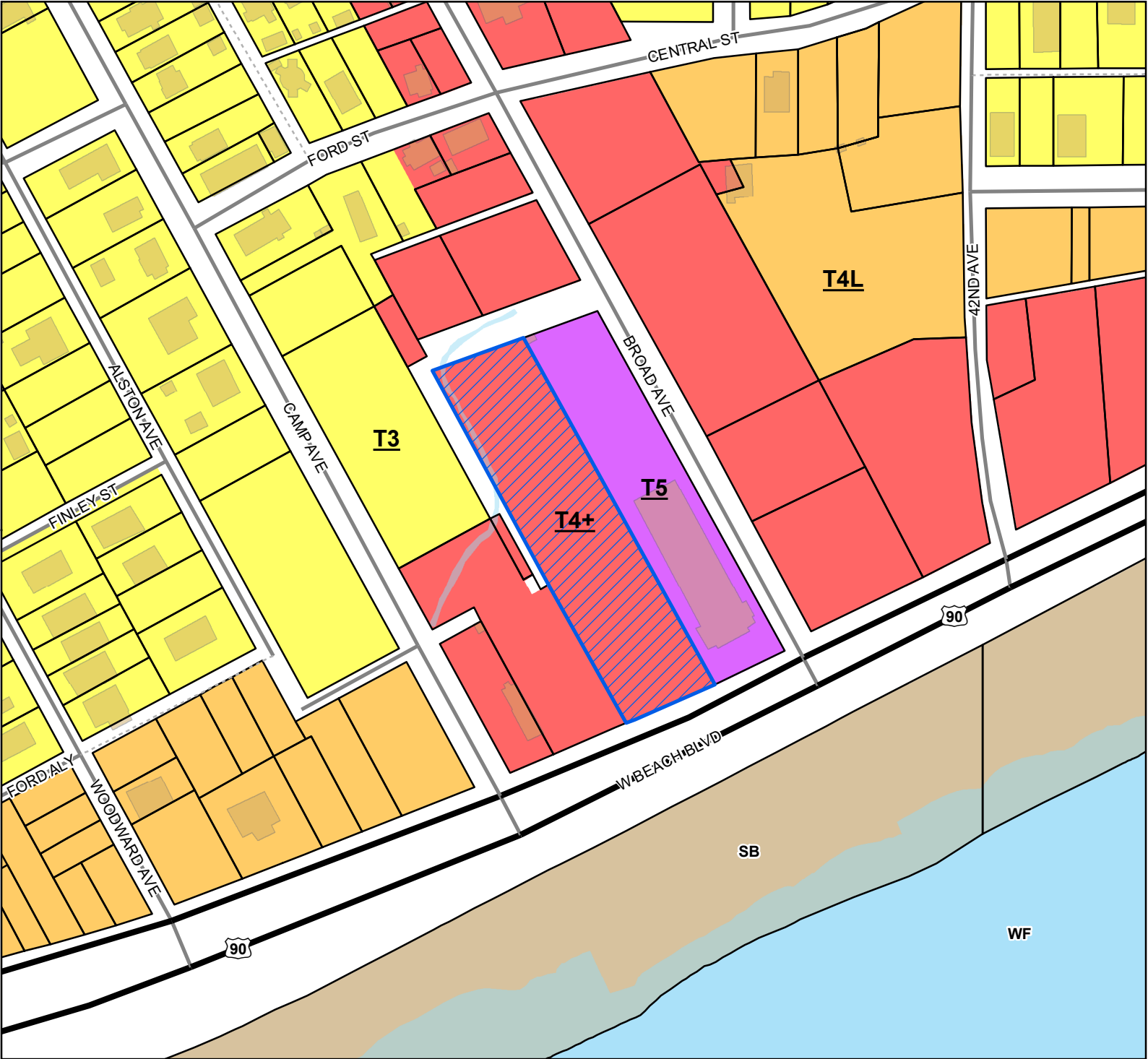
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Holmes

Director of Urban Development Department

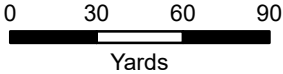


Site
US or State Highway
Street
Alley
Parcels
Buildings
Water Features

Smart Code
T5
T4+
T4L
T3

Zoning
SB - Sand Beach
WF - Water Front

Site Information
07110-03-034.00
Zoning: T4+ (General Urban Zone Plus)
Size: 1.8 acres
Flood:VE



1 inch = 200 feet



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



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

For Staff Use Only

Case File #: 2307 PC077Date Received: 6-1-23

Receipt #: _____

Received By: KBZoning: T4+Ward: 2 Flood: VE

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

Property Information

TAX PARCEL #	0	7	1	1	0	-	0	3	-	0	3	4	•	0	0	0
						-			-				•			
						-			-				•			

(If necessary, use separate sheet of paper)

Address of Property Involved: 4310 W Beach Blvd, Gulfport, MS 39501
Pt. Lot 2,Lot(s) All of Lot 3, Block(s) 9, Subdivision Beach Grove SubdivisionGeneral Location: Hwy 90 just West of Intersection of Broad Ave and Hwy 90

GENERAL DESCRIPTION OF REQUEST:

Owner requests the zoning of the subject property to be changed from

T-4+ to T-5

OWNERSHIP AND CERTIFICATION:

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

OWNER

Bridgewater Investors, LLC

Printed Name Of Owner

1200 Shelton Beach Road,

Mailing Address

Saraland, AL 36571

City

State

Zip code

251-455-2131

Home Phone

Work/Cell Phone

neil@pankhospitality.com

Email

Signature Of Owner

Jordan R. Mathews, Esq./

AGENT

Schwartz, Orgler, and Jordan, PLLC

Printed Name Of Agent

2355 Pass Road

Mailing Address

Biloxi MS 39531

City

State

Zip code

228-388-7441

Home Phone

Work/Cell Phone

jordan@sojlaw.net

Email

Signature Of Agent

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

☐

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

STATE OF MISSISSIPPI
COUNTY OF HARRISON

AFFIDAVIT

PERSONALLY APPEARED BEFORE ME, Rashmikan Patel, who being first duly sworn states as follows:

1. I am a duly authorized representative and member of Bridgewater Investors, LLC, and have full authority to act on behalf of Bridgewater Investors, LLC to execute this Affidavit.
2. Bridgewater Investors, LLC hereby nominates and appoints the firm, Schwartz, Orgler & Jordan, PLLC and its lawyers, including Jordan R. Mathews and Robert T. Schwartz, as its agents for all purposes related to the Application for Zoning Map Amendment/Land Use Reclassification.
3. Schwartz, Orgler & Jordan, PLLC, and its lawyers, hereby have authority to submit said application and speak on behalf of Bridgewater Investors, LLC at any hearings on the same as required by the City of Gulfport.
4. This Affidavit is executed for the specific purposes of satisfying the City of Gulfport's Application Requirements subsection C on page 4 of the Application for Zoning Map Amendment/Land Use Reclassification.

Further affiant sayeth not.

STATE OF Alabama
COUNTY OF Mobile

WITNESS MY SIGNATURE, this the 22nd day of May, 2023.

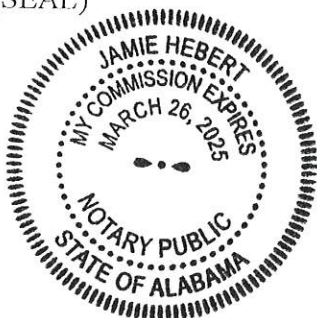
Bridgewater Investors, LLC

[Signature]
By: Rashmikan Patel
Its: Member

Sworn to and subscribed before me on this the 22nd day of May, 2023.

[Signature]
NOTARY PUBLIC

My commission expires:
(SEAL.)



**CITY OF GULFPORT
APPLICATION FOR ZONING MAP
AMENDMENT/LAND USE
RECLASSIFICATION (SMARTCODE)**

Re: Parcel No. 0711O-03.034.000; Rezoning from T4+ to T5

Bridgewater Investors, LLC, a Mississippi Limited Liability Company (hereinafter referred to as "Bridgewater" or "Owner"), is the owner of Harrison County Ad Valorem Tax Parcel No. 0711O-03.034.000 ("subject property"). Bridgewater is the true and lawful fee simple owner of the subject property, which property is located in the First Judicial District of Harrison County, Mississippi, being more particularly described as follows:

Lot Two (2), less the East 30 feet thereof and all of Lot Three (3), Block Nine (9), BEACH GROVE SUBDIVISION, a subdivision according to the official map or plat thereof; on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Plat Book 4 at Page 40 (Copy Book 2A at Page 166) thereof; reference to which is hereby made in aid of and as a part of this description.

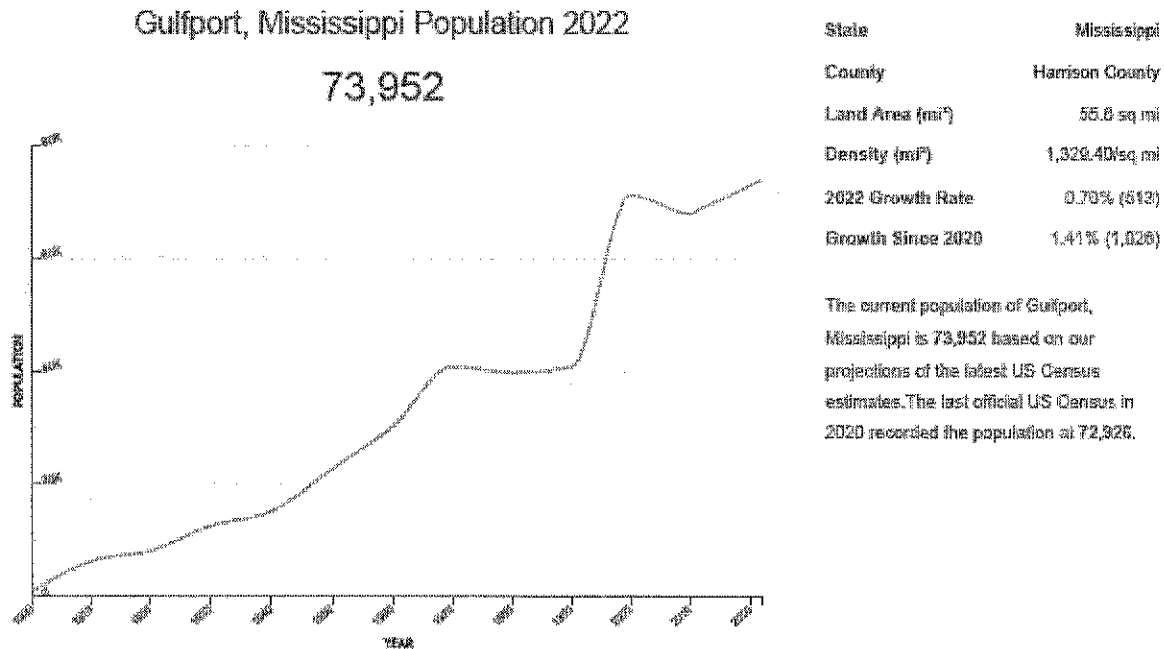
Bridgewater is the owner of the subject property by virtue of that certain Warranty Deed recorded as Instrument Number 2023-0003324-D-J1. A true and accurate copy of the same is attached hereto as Exhibit "A". The subject property is currently zoned T4+.

The Owner desires to have the subject property rezoned from T4+ to T5. The subject property has not been developed since Hurricane Katrina. Bridgewater desires to develop (or cause to be developed) the subject property into a hotel. While a hotel is allowed by right in a T4+ zone, the development is limited to 4 stories. Due to the low nature of the subject property, the bottom floor will likely need to be a wash through floor, similar to the hotel to the East. If rezoned to T5, the hotel could be developed with a height of 6 stories. The additional room capacity would make the development more economically viable, and would address the need for additional hotel rooms. The proposed hotel development is allowed by right on the subject property, but it would be limited to 4 stories. As the neighboring property contains a hotel and is zoned T5, a 6 story hotel on the subject property would be consistent with the neighborhood.

The property owner's request should be granted, as the character of the neighborhood has changed to such an extent to justify reclassification. A review of the historical imagery for the surrounding neighborhood shows significant change. Attached hereto are historical aerial images of the neighborhood. The images range from 2006 to 2022. Over the course of that period, there has been significant, and continued, development of this section of Hwy 90. The change in the character of the neighborhood includes the development of the neighboring property as a hotel. The property directly to the east of the subject property (Parcel No. 0711O-03-033.000) is zoned T5, and contains the Holiday Inn Express Gulfport Beach. Further, the subject property is included in the area which has been identified for future development of resorts, hotels, motels, and RV campgrounds by the City of Gulfport Comprehensive Plan.

Further, the property owners' request should be granted as there is a public need for the property to be rezoned. The City of Gulfport's population is growing at an estimated rate of .70% annually.¹ Furthermore, the post-pandemic trends suggest that communities like Gulfport, Mississippi could be the beneficiary of a migration away from more expensive, metropolitan areas.² "On the whole it is clear that people are moving from more expensive places to less expensive places, which was true before the shock of COVID, but accelerated post-pandemic and became a clearer broad trend." *Id.* "Different sets of factors appear to explain growth in areas that saw faster population growth. One theory is that vacation towns have seen significant growth in demand, as remote work allows year-round living in places with desirable amenities but fewer skilled job opportunities." *Id.* The increase in population in Gulfport has led to an increased need for T5 properties and hotels.

Gulfport, Mississippi Population 2022



Gulfport is a city located in Harrison County Mississippi. Gulfport has a 2022 population of 73,952. Gulfport is currently growing at a rate of 0.70% annually and its population has decreased by since the most recent census, which recorded a population of 72,926 in 2020.

¹worldpopulationreview.com

²<https://eig.org/how-remote-work-is-shifting-population-growth-across-the-u-s/>

The neighboring property owners are as follows:

1. Steven Durham and Erin Durham - 429 N Maple Ave, Danville, KY 40422
2. Rama Hospitality LLC - 1381 W Fairway Dr, Gulf Shores, AL 36542

In the event the instant request is granted, the Owner intends to build a hotel on the subject property. The exact plans for the hotel are not completed, as plans will vary depending on whether this is a 4 story or 6 story development.

Considering the foregoing, the Owner respectfully requests the subject property be rezoned as T5. There has been change in the character of the neighborhood and there exists a public need for the rezoning. Additionally, the proposed use and development is consistent with the City of Gulfport Comprehensive Plan.



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Bridgewater Investors, LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1369142
Status:	Good Standing
Effective Date:	12/09/2022
State of Incorporation:	Mississippi
Principal Office Address:	NO PRINCIPAL OFFICE ADDRESS FOUND

Registered Agent

Name
Rashmikanth Patel 1936 Beach Blvd Biloxi, MS 39531

Officers & Directors

Name	Title
Samir Patel One Lakeside Commons, 990 Hammond Drive, Suite 800 Atlanta, GA 30328	Organizer

March 2006

Write a description for your map.

Legend

- 4310 W Beach Blvd
- Feature 1
- Feature 2
- Feature 3
- Libby Milner Roland Municipal Pier
- Waffle House
- West Side Park



Google Earth

Image © 2023 Maxar Technologies

700 ft

January 2022

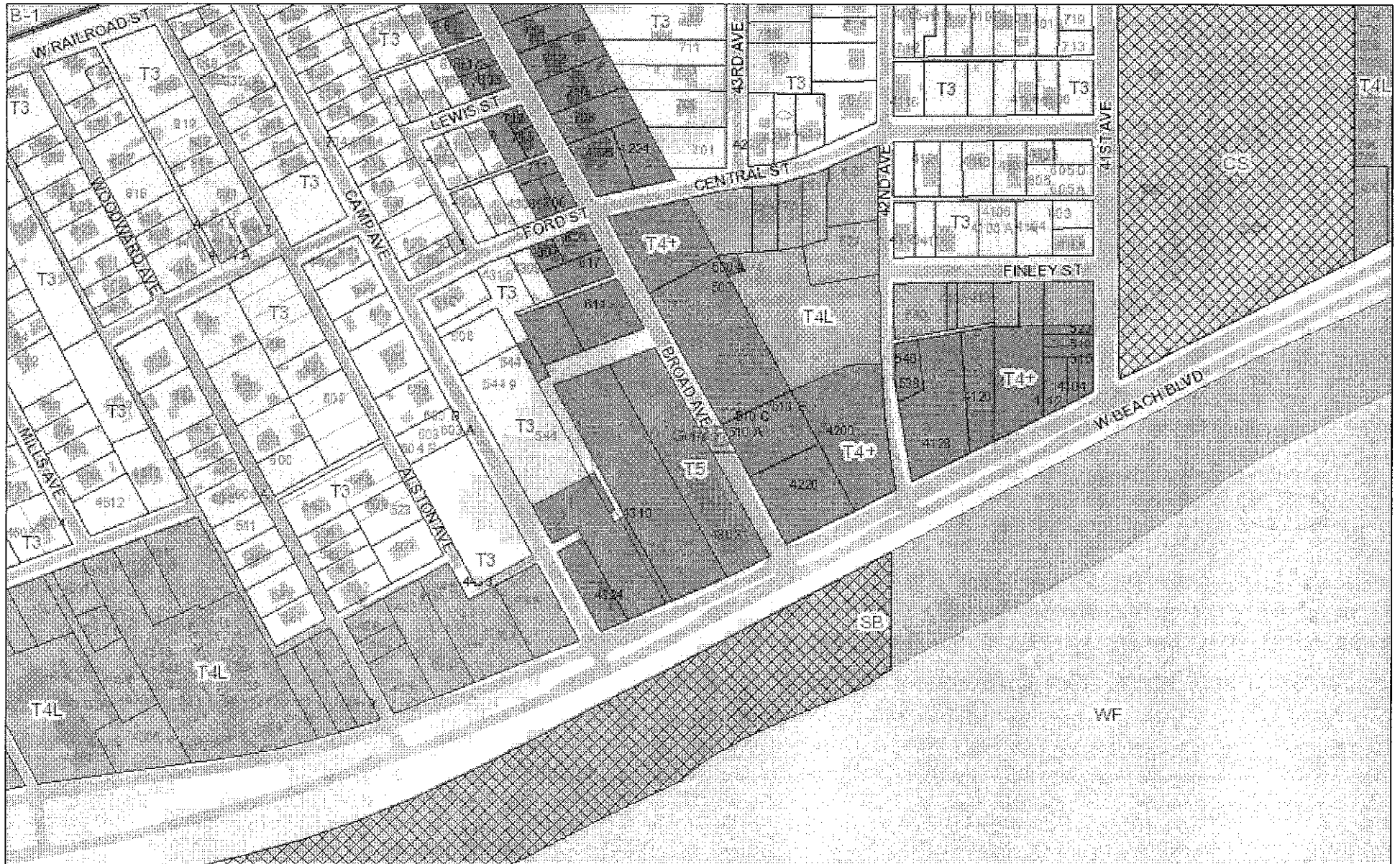
Write a description for your map.

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- 4310 W Beach Blvd
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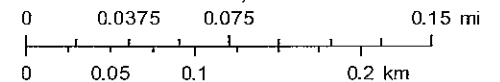
Gulfport Online Atlas



May 22, 2023

-  Hybrid Zones
  Hybrid
  Wards
  Government Property

1:4,514



City of Gulfport GIS Department

Our File: B221084
Prepared by & Return To:
Schwartz, Orgler & Jordan, PLLC
PO Box 4682
Biloxi MS 39535, 228-388-7441



1st JUDICIAL DISTRICT
INSTRUMENT 2023-0003324-D-J1
FILED/RECORDED 2/27/2023 3:03:01 PM
TOTAL FEES \$28.00
3 PAGES RECORDED

STATE OF MISSISSIPPI Index: Exempt
COUNTY OF HARRISON

WARRANTY DEED

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

ROYAL BEACH HOTEL, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY,

8307 Ship Rock Drive, Bakersfield, CA 93312, 661-599-3933

does hereby sell, convey and warrant unto

BRIDGEWATER INVESTORS, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY,

1200 Shelton Beach Road, Saraland, AL 36571, 251-455-2131,

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

Lot Two (2), less the East 30 feet thereof and all of Lot Three (3), Block Nine (9), BEACH GROVE SUBDIVISION, a subdivision according to the official map or plat thereof; on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Plat Book 4 at Page 40 (Copy Book 2A at Page 166) thereof; reference to which is hereby made in aid of and as a part of this description.

SUBJECT to all rights, title and interest that might be outstanding to the general public, State of Mississippi, Federal Government and/or Local Governments, in that portion of the land lying South of the Seawall and South of the North Right of Way of U.S. Highway 90 a/k/a Beach Boulevard a/k/a Beach Drive.

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

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

IN WITNESS WHEREOF, Royal Beach Hotel, LLC, a Mississippi Limited Liability Company, has caused this conveyance to be executed by its duly authorized officer, after having first been duly authorized to do so, on this the 23rd day of February, 2023.

Royal Beach Hotel, LLC

BY: [Signature]
Phong Ho, Manager and Member

STATE OF CALIFORNIA

COUNTY OF _____

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Phong Ho, who acknowledged that he is Manager and Member of Royal Beach Hotel, LLC, and as its act and deed, he signed, sealed and delivered, the above and foregoing instrument of writing on the day and in the year therein mentioned, for and on behalf of said entity after having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the ____ day of February, 2023.

See attached Form For Notary (HM)
NOTARY PUBLIC

My Commission Expires:

CALIFORNIA 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.

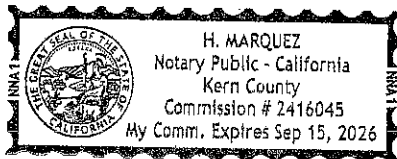
State of California

County of Kern

On February 23, 2023 before me, H. Marquez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Phong Ho
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.

Place Notary Seal and/or Stamp Above

Signature H. Marquez
Signature of Notary Public

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer -- Title(s): _____

☐ Partner -- ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer -- Title(s): _____

☐ Partner -- ☐ Limited ☐ General

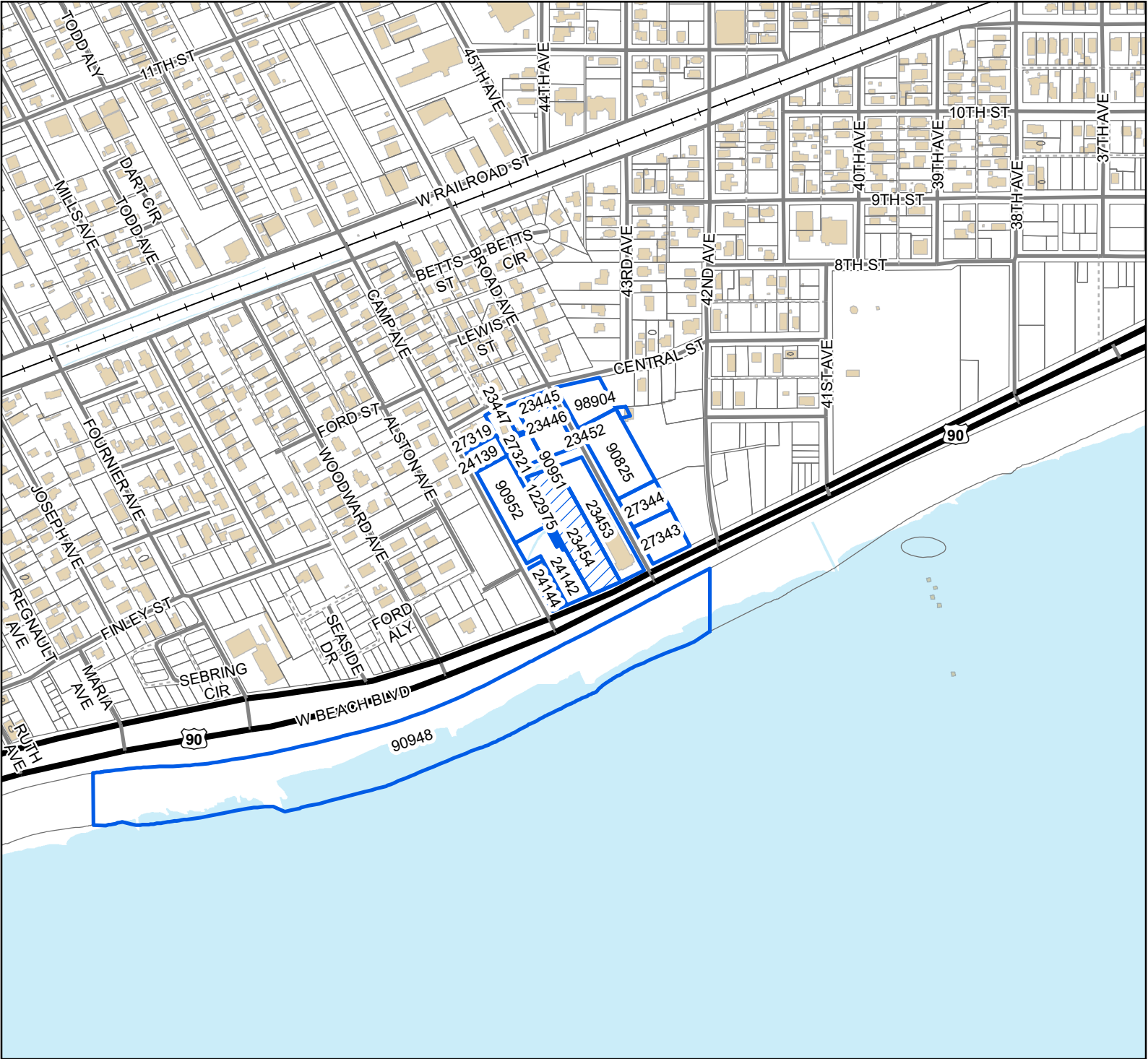
☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

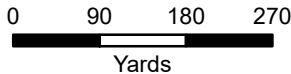
Signer is Representing: _____

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			BRIDGEWATER INVESTORS, LLC (OWNERS)	1200 SHELTON BEACH ROAD	SARALAND	AL	36571
			SCHWARTZ, ORGLER, AND				
			JORDAN, PLLC (AGENT)	2355 PASS ROAD	BILOXI	MS	39531
			Adjacent Property Owners(2307PC077)				
	23452	07110-03-032.000	WALKER MARTIN N & LAURA J	3750 EAST BLACK CANYON HWY	EMMETT	ID	83617
	90951	07110-03-031.000	GRIMBLE EDWARD F SR & ROSE M	4315 FORD ST	GULFPORT	MS	39501
	27344	07110-01-029.000	CLEARY WILLIAM G & ARMIDEO JOSEPH	1 ISLAND ROAD	STUART	FL	34996
	90952	07110-03-039.000	GILES PROPERTY MANAGEMENT LLC	41 CYPRESS LAKE TRAIL	PETAL	MS	39465
	23453	07110-03-033.000	RAMA HOSPITALITY LLC	1381 W FAIRWAY DRIVE	GULF SHORES	AL	36542
	27343	07110-01-030.000	CLEARY WILLIAM G & ARMIDEO JOSEPH	1 ISLAND ROAD	STUART	FL	34996
	23445	07110-03-024.000	HAMRICK MICHAEL D	621 BROAD AVE	GULFPORT	MS	39501
	98904	07110-01-020.001	GULF HAVEN OAKS LLC	P O BOX 1925	GULFPORT	MS	39502
	23454	07110-03-034.000	ROYAL BEACH HOTEL LLC	C/O PHONG HO	BAKERSFIELD	CA	93312
	24144	07110-03-037.000	WAFFLE HOUSE INC #201	P O BOX 6450	NORCROSS	GA	30091
	23447	07110-03-025.000	HALVERSON JEFFREY M	4307 FORD ST	GULFPORT	MS	39501
N	90825	07110-01-020.000	GULF HAVEN OAKS LLC	P O BOX 1925	GULFPORT	MS	39502
N	90948	07110-02-001.000	GULFPORT CITY OF				0
	23446	07110-03-026.000	HOWELL MICHAEL E	617 BROAD AVE	GULFPORT	MS	39501
N	27321	07110-03-030.000	STATE 9/16/35				0
	122975	07110-03-036.001	AALUCKY2 LLC	905 GARDEN GATE CIR	PENSACOLA	FL	32504
N	24142	07110-03-036.000	AALUCKY2 LLC	905 GARDEN CATE CIR	PENSACOLA	FL	32504
	24139	07110-03-040.000	HILGEMAN DEBRA	1000 38TH AVE	GULFPORT	MS	39501
N	27319	07110-03-028.000	GRIMBLE EDWARD FLOYD SR & ROSE MARI	4315 FORD ST	GULFPORT	MS	39501



Legend

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



1 inch = 600 feet



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

RE: Zoning Map Amendment 2307PC077, by agent Schwartz, Orgler, and Jordan, PLLC, Requesting to rezone Tax Parcel 0711O-03-034.000 from T4+ (General Urban Zone "Plus") to T5 (Urban Center Zone), 4310 W Beach Blvd, Ward 2

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, July 27, 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 Planning Commission for **Thursday, July 27, 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.



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	441421	Print Legal Ad-IPL01303580 - IPL0130358		\$92.65	2	62 L

Attention: Matilda Welch
GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

LEGAL NOTICE PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, July 27, 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.

Planning Commission Approval 2307PC071, by owner Daniel Chirinos, seeking approval for a home occupation administrative office use for a ride share company at Tax Parcel 0908J-01-001.099, 11345 Mia Dr, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2307PC072, by agents Advanced Bldg Specialties, Inc & Taylor Higgason, seeking approval for a convenience store use in a B-2 Zoning District at Tax Parcel 0808P-01-009.000, 14165 Dedeaux Rd, Zoned B-2 (General business), Ward 5

General Plan 2307PC083, by agent Elliott Homes LLC, Tax Parcel 10100-02-050.000, seeking approval of General Plan for a new 78-lot subdivision (Palm Heights) at 1856 Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

General Plan 2307PC084, by agent Rumsey Engineering, Tax Parcels 0807F-01-003.000 & 0807F-01-004.000, seeking approval of a new 84-lot, single family residential development (Swan Ridge) at 15221 & 15201 Swan Rd, Zoned R-1-10 (Single-family), Ward 7

Zoning Text Amendment 2301PC008, by City of Gulfport, Amendments to the Accessory Building Ordinance Sec. IV. Supplementary regulations. (2) Accessory building; to consider changes to limitations on size, height, setbacks, number allowed, and definitions.

Zoning Text Amendment 2302PC016, by agent David P. Sullivan, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III. (K), (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+ zoning districts.

Zoning Map Amendment 2307PC070, by owner Michael Wilson, Requesting to rezone Tax Parcel 0807H-01-010.001 from R-1-15 (Single-family) to R-E (Residence estate), South Swan Rd, Ward 7

Zoning Map Amendment 2307PC076, by agent Johnathan Marshall, Requesting to rezone Tax Parcel 0808M-03-006.000 from R-B (Residence-business) to B-1 (Neighborhood business), 11149 Old Hwy 49, Ward 7

Zoning Map Amendment 2307PC077, by agent Schwartz, Orgler, and Jordan, PLLC, Requesting to rezone Tax Parcel 0711O-03-034.000 from T4+ (General Urban Zone "Plus") to T5 (Urban Center Zone), 4310 W Beach Blvd, Ward 2

Zoning Map Amendment 2307PC079, by owner Jeanette Ladner, Requesting to rezone Tax Parcel 0711P-01-002.000 from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), W Beach Blvd, Ward 2

This the 5th day of July 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0130358
Jul 12 2023

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Dallas County, Texas personally appeared Stefani Beard, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue(s) of:

1 insertion(s) published on:
07/12/23

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

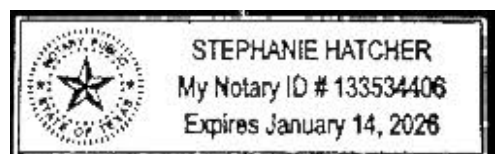
Stefani Beard

Sworn to and subscribed before me this 19th day of July in the year of 2023

Stephanie Hatcher

Notary Public

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



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

MEMORANDUM

To: City of Gulfport Planning Commission

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

Date of Hearing: July 27, 2023

Re: **Zoning Map Amendment 2307PC079:**

Zoning Map Amendment 2307PC079, by owner Jeanette Ladner, Requesting to rezone Tax Parcel 0711P-01-002.000 from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), W Beach Blvd, Ward 2

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2307PC079

Hearing Date: July 27, 2023

Current Zoning/Use: T5 (Urban Center Zone) / Vacant

Legal: Zoning Map Amendment 2307PC079, by owner Jeanette Ladner, tax parcel 0711P-01-002.000, Requests to rezone from T5 (Urban center zone) from T4+ (General Urban Zone "Plus"), Ward 2

TECHNICAL DETAILS

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

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

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

The applicant is requesting to rezone approximately 16,559 square feet of vacant land north of and adjacent to West Beach Blvd. As presented, the applicant requests to rezone the property from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus") for the purpose of constructing a single-family residence. As presented, the applicant states, "I plan to start development of the property as soon as it is rezoned." Although no other information on the type of development is given, the surrounding consistency of the neighborhood are single-family homes.

As stated by the applicant, the request to rezone the property to T4+ is in order to a build single-family residence due to "the character of the area has changed." The applicant further states, "All of the lots surrounding their lot has changed zoning to T4+." Their lot and one other are the only T5 lots remaining."

The applicant has chosen character of the neighborhood has changed as justifications for change of the current zoning district.

- (a) Error has not been provided in any statements by the applicant.

Technical Report

Zoning Map Amendment

- (b) Change in conditions are mentioned by the applicant, in review of the information provided by the applicant and a site visit conducted by staff, revealed that the surrounding neighborhood is zoned T4+ (General Urban Zone "Plus").
- (c) Increased need for site is addressed by the applicant by stating that allowing this zoning change will be harmonious to the surrounding area as most of the area is zoned T4+.
- (d) Annexation is not applicable to this site nor are any statements provided by the applicant.
- (e) Ordinance changes are not mentioned by the applicant.

EXECUTIVE SUMMARY

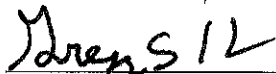
Although the applicant has not proven with clear and convincing evidence for a zoning change as required by the state, the staff notes that there are more single-family homes in the surrounding neighborhood than commercial uses and rezoning to T4+ would be in harmony with the existing neighborhood.

Any approval should consider these conditions:

1. Must comply with all Planning & Zoning rules and regulations.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Holmes

Director of Urban Development Department



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

Smart Code

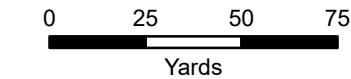
- T5
- T4+
- T4L
- T3

Zoning

- E-G - Entertainment - Gaming District
- SB - Sand Beach
- WF - Water Front

Site Information

0711P-01-002.000
Zoning: T5 (Urban Center Zone)
Size: 16,559 SqFt
Flood: AE



1 inch = 150 feet



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

For Staff Use Only

Case File #: 2307PC079

Date Received: 6-5-23

Receipt #: _____

Received By: ICB

Zoning: T5

Ward: 2 Flood: AE

161559 sq ft

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

TAX PARCEL #

0	7	1	1	P	-	0	1	-	0	0	2	•	0	0	0
					-			-				•			
					-			-				•			

(If necessary, use separate sheet of paper)

Address of Property Involved: TBD W. Beach Blvd. Gulfport, MS 39501

Lot(s) 42, Block(s) _____, Subdivision Mississippi City Company Survey

General Location: W. Beach Blvd near 36th Avenue

GENERAL DESCRIPTION OF REQUEST:

I would like to change the zoning from T5 to T4+

OWNERSHIP AND CERTIFICATION:

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

OWNER

AGENT

Jeanette Ladner
Printed Name Of Owner

Printed Name Of Agent

PO BOX 6496
Mailing Address

Mailing Address

Gulfport, MS 39506
City State Zip code

City State Zip code

228-861-3279
Home Phone Work/Cell Phone

Home Phone Work/Cell Phone

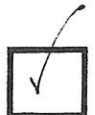
jeanette.ladner1@gmail.com
Email

Email

[Signature]
Signature Of Owner

Signature Of Agent

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



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

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

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

NAME OF OWNER (PRINT) Wallace Ladner II

ADDRESS (STREET, CITY, STATE, ZIP CODE) PO Box 6496 Gulfport, MS 39506

PHONE # (H) 228-297-3279 (W) _____

TAX PARCEL NUMBER(S) OWNED 0711P-01-002.000

SIGNATURE: 

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES

PERSON/AGENT FOR YOU: Jeannette Ladner

Application Requirements

- A. Page 1-2 of the application completed and signed.
- B. Proof of ownership -- copy of scanned deed provided.
- C. Not applicable
- D. Not applicable
- E. Written statement addressing reasons for rezoning request:

Convincing Evidence:

- 1. Not applicable
 - 2. The character of the neighborhood has changed. All of the lots surrounding my lot on the block has changed zoning to T4+. My lot and one other are the only T5 lots.
- F. Written statement requesting an amendment to the Comprehensive Zoning Ordinance or Smartcode Ordinance:
- 1. Interest: My name is Jeanette Ladner, my husband Wallace Ladner and I own parcel # 0711P-01-002.000 which is approximately .37 acres of vacant land on W. Beach Blvd in the city of Gulfport. There are no structures on the properties adjacent to this property. I have provided 2 maps to identify adjacent parcel dimensions, adjacent property owners and current zonings.
 - 2. Development Schedule: I would like to build a single family residence on this lot as soon as it is rezoned. This house will take 9-12 months not including the permitting process with the city of Gulfport.
 - 3. Effect of Amendment: There will be little to no effect to the surrounding property uses as this would follow suit with the changes already made to the adjacent properties.
 - 4. Error: Not applicable
- G. Check made payable to the City of Gulfport in the amount of \$175.00 provided with application.

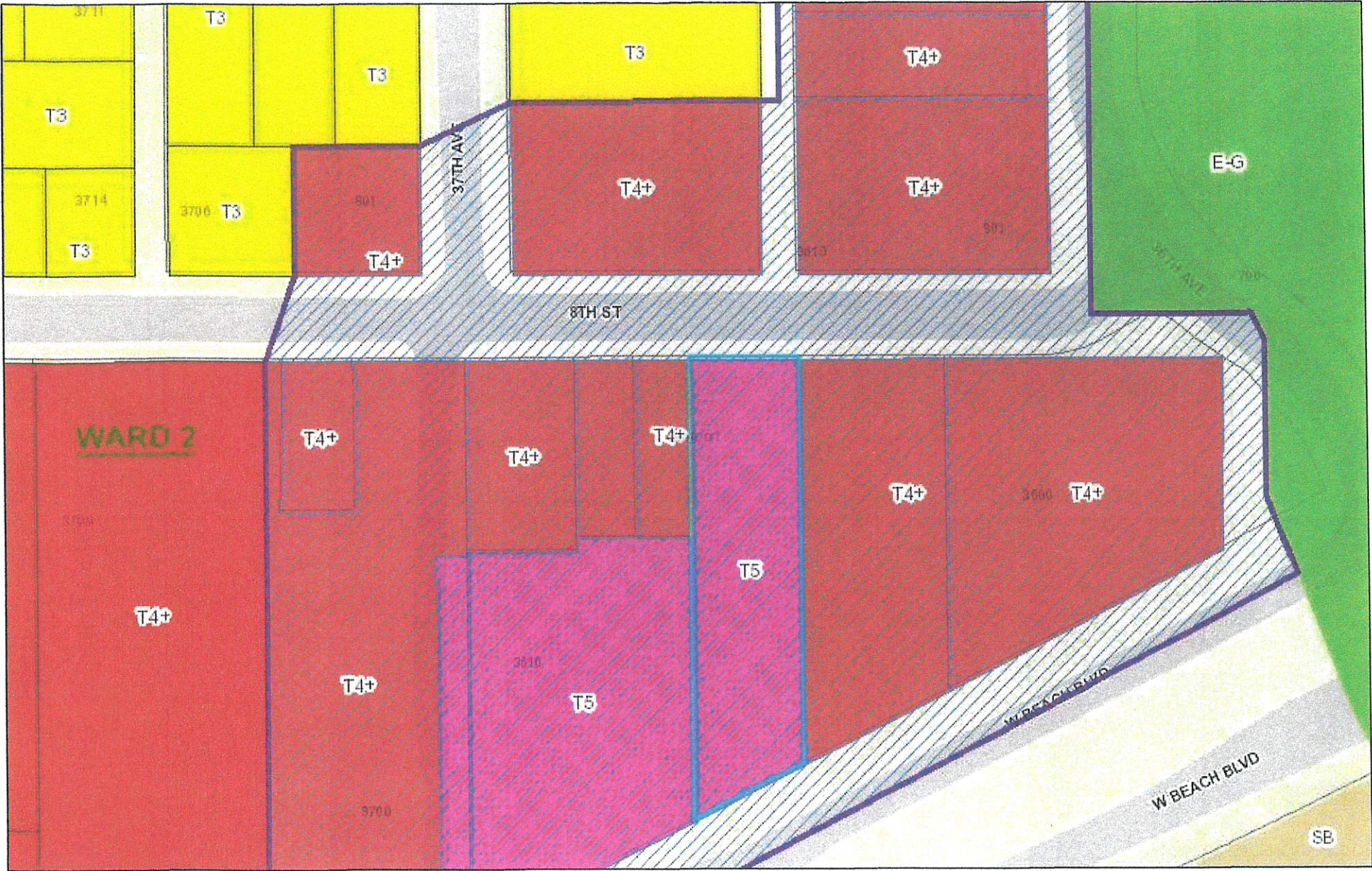
12/30/2022

I am requesting an amendment to the Comprehensive Zoning Ordinance/SmartCode Ordinance. My name is Jeanette Ladner, I own parcel #0711P-01-002.000 which is approximately .37 acres of vacant land on W. Beach Blvd. in the City of Gulfport.

I would like to amend the current zoning of T5 to T4+. My intention is to build a single family residence on this property. The character of the neighborhood has changed as housing is currently being built around this property. The property that surrounds this lot is zoned T4+, my lot and one other are the only lots left on this entire block that are zoned T5.

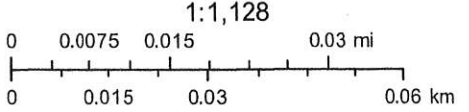
We would like to start building a single family residential house as soon as we are rezoned. This should take six months to a year to complete.

Gulfport Online Atlas



December 30, 2022

- Hybrid Zones
- Government Property
- Hybrid
- Wards





SCANNED



1st JUDICIAL DISTRICT
Instrument 2022-0030317-D-11
Filed/Recorded 12/22/2022 3:17:01 PM
Total Fees 26.00
2 Pages Recorded

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

File#222463

Indexing Instructions:
Lot 42 Mississippi City Company Survey
Fractional Section 8, T8S, R11W
Harrison County, MS

COUNTY OF HARRISON

WARRANTY DEED

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

ELLEN KENNEDY MIAZZA
f/k/a KENNEDY MIAZZA WHITE
1525 HILLS PLACE
GULFPORT, MS 39507
228-326-6928

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

WALLACE S. LADNER, III and wife, JEANETTE LADNER,
as tenants by the entirety with full rights
of survivorship and not as tenants in common,
P. O. BOX 6496
GULFPORT, MS 39503
228-861-3279

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

A vacant parcel of land being a lot 65 feet on the Gulf and being further described as 50 feet off the East side of the West ½ and 15 feet of the West side of the East ½ of Lot 42, Mississippi City Company Survey, Section 8-8-11, Harrison County, Mississippi, bounded on the South by the Gulf, on the East now or formerly by Day, on the North by 8TH Street, and on the West now or formerly by Guiffria, being more particularly described as A certain lot beginning on the North line of Lot 42 of the Mississippi City Company Survey at a point 150 feet East of the Northwest corner of said Lot 42, thence running East along said Survey line 50 feet to the Center of said Lot 42; thence South on the said center line to the Gulf of Mexico; thence West 50 feet; thence North to the place of beginning, being bounded on the South by the Gulf, on the East now or formerly by Day, on the North by 8th Street, and on the West now or formerly by Guiffria, together with all improvements on said land situated and all appurtenances hereunto belonging;
AND

Fifteen (15) feet off of the West side of the East half of Lot Forty-two (42) of the Mississippi City Company's Survey, and being more particularly described as beginning on the North line of said Lot 42 at the mid point between the East and West sides of said Lot, and running East 15 feet; thence South to the Gulf of Mexico; thence West 15 feet to the middle line running North and South through said Lot 42; thence North to the point of beginning, and located in Fractional Section 8, T 8 S, R 11 W., in Harrison County, Mississippi.

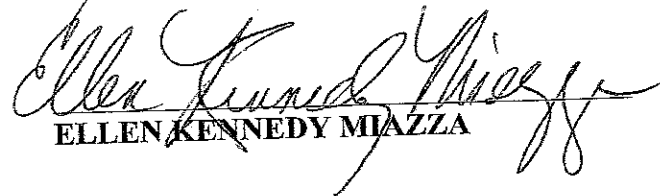
The above described property is not a part of the Homestead of the Grantor herein.

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

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

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

WITNESS THE SIGNATURE of the Grantor on this the 22nd day of December, 2022.


ELLEN KENNEDY MIAZZA

STATE OF MISSISSIPPI

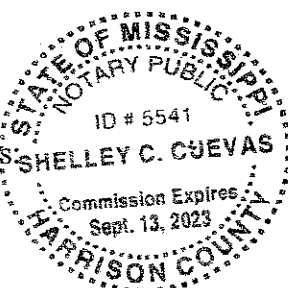
COUNTY OF HARRISON

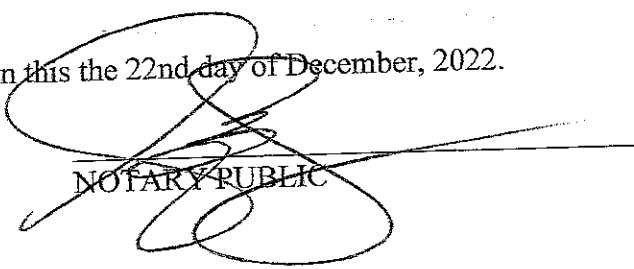
THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, ELLEN KENNEDY MIAZZA, who acknowledged that she signed, executed and delivered the above and foregoing instrument as a voluntary act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal on this the 22nd day of December, 2022.

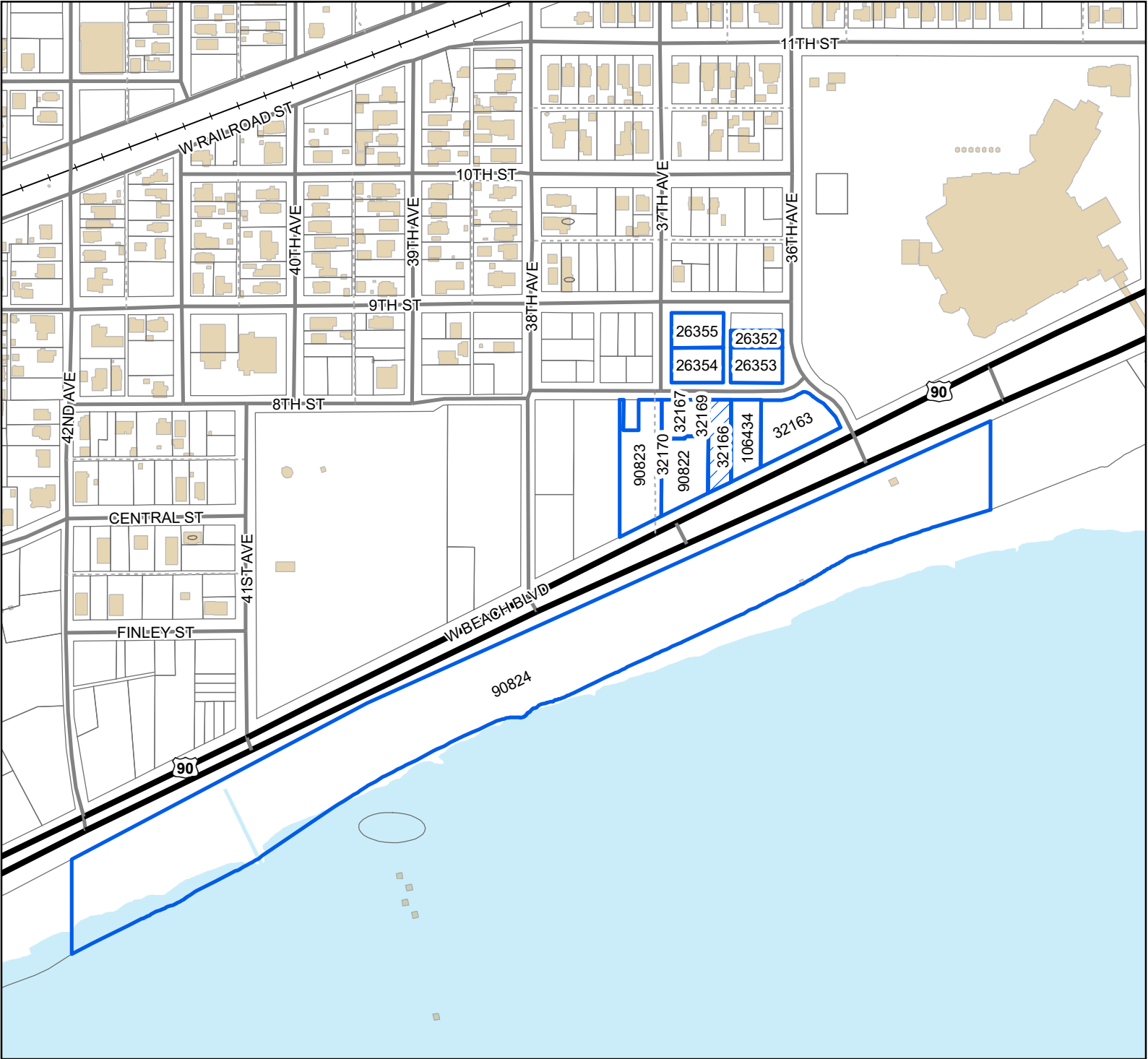
(SEAL)

My Commission Expires:



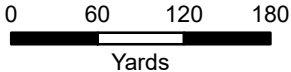

NOTARY PUBLIC

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			WALLACE & JEANETTE LADNER (OWNER)	P O BOX 6496	GULFPORT	MS	39506
			Adjacent Property Owners(2307PC079)				
	26352	0711I-02-110.000	GIN INVESTMENTS LLC	51 EMERALD CV	GULFPORT	MS	39503
	32170	0711P-01-005.000	PRIMO MAGGIO LLC & OATES CREEK LLC	P O BOX 54310	LEXINGTON	KY	40555
	32167	0711P-01-003.000	HORTON LARRY C & RITA M	P O BOX 6330	GULFPORT	MS	39506
N	32169	0711P-01-004.000	HORTON LARRY C & RITA M	P O BOX 6330	GULFPORT	MS	39506
	90823	0711P-01-007.000	BIEGEL MICHELE D & MCRAE CHARLES R	405 TOMBIGBEE ST	JACKSON	MS	39201
	26353	0711I-02-111.000	GIN INVESTMENTS LLC	51 EMERALD CV	GULFPORT	MS	39503
	26354	0711I-02-112.000	HUCKE BRYAN & DANG ANNY	1022 SOUTH SHEPHERD DR	HOUSTON	TX	77019
N	32166	0711P-01-002.000	LADNER WALLACE S III & JEANETTE	P O BOX 6496	GULFPORT	MS	39506
	106434	0711P-01-001.001	BERTUCCI GREGORY E MD	2330 ATKINSON RD	BILOXI	MS	39531
	90822	0711P-01-006.000	HUT MOBILE LLC	225 BUSH ST STE 1800	SAN FRANCISCO	CA	94104
	26355	0711I-02-113.000	GIBSON MELVIN D & JOANNE	22509 RD 331	PASS CHRISTIAN	MS	39571
N	90824	0711P-02-001.000	GULFPORT CITY OF -BEACH-				0
	32163	0711P-01-001.000	BERTUCCI GREGORY E MD	2330 ATKINSON RD	BILOXI	MS	39531



Legend

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



1 inch = 400 feet



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RE: Zoning Map Amendment 2307PC079, by owner Jeanette Ladner, Requesting to rezone Tax Parcel 0711P-01-002.000 from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), W Beach Blvd, Ward 2

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, July 27, 2023**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agenda/> then click the City of Gulfport Planning Commission for **Thursday, July 27, 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.



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	441421	Print Legal Ad-IPL01303580 - IPL0130358		\$92.65	2	62 L

Attention: Matilda Welch
GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

LEGAL NOTICE PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, July 27, 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.

Planning Commission Approval 2307PC071, by owner Daniel Chirinos, seeking approval for a home occupation administrative office use for a ride share company at Tax Parcel 0908J-01-001.099, 11345 Mia Dr, Zoned R-1-7.5 (Single-family), Ward 6

Planning Commission Approval 2307PC072, by agents Advanced Bldg Specialties, Inc & Taylor Higgason, seeking approval for a convenience store use in a B-2 Zoning District at Tax Parcel 0808P-01-009.000, 14165 Dedeaux Rd, Zoned B-2 (General business), Ward 5

General Plan 2307PC083, by agent Elliott Homes LLC, Tax Parcel 10100-02-050.000, seeking approval of General Plan for a new 78-lot subdivision (Palm Heights) at 1856 Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

General Plan 2307PC084, by agent Rumsey Engineering, Tax Parcels 0807F-01-003.000 & 0807F-01-004.000, seeking approval of a new 84-lot, single family residential development (Swan Ridge) at 15221 & 15201 Swan Rd, Zoned R-1-10 (Single-family), Ward 7

Zoning Text Amendment 2301PC008, by City of Gulfport, Amendments to the Accessory Building Ordinance Sec. IV. Supplementary regulations. (2) Accessory building; to consider changes to limitations on size, height, setbacks, number allowed, and definitions.

Zoning Text Amendment 2302PC016, by agent David P. Sullivan, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III. (K), (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+ zoning districts.

Zoning Map Amendment 2307PC070, by owner Michael Wilson, Requesting to rezone Tax Parcel 0807H-01-010.001 from R-1-15 (Single-family) to R-E (Residence estate), South Swan Rd, Ward 7

Zoning Map Amendment 2307PC076, by agent Johnathan Marshall, Requesting to rezone Tax Parcel 0808M-03-006.000 from R-B (Residence-business) to B-1 (Neighborhood business), 11149 Old Hwy 49, Ward 7

Zoning Map Amendment 2307PC077, by agent Schwartz, Orgler, and Jordan, PLLC, Requesting to rezone Tax Parcel 0711O-03-034.000 from T4+ (General Urban Zone "Plus") to T5 (Urban Center Zone), 4310 W Beach Blvd, Ward 2

Zoning Map Amendment 2307PC079, by owner Jeanette Ladner, Requesting to rezone Tax Parcel 0711P-01-002.000 from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), W Beach Blvd, Ward 2

This the 5th day of July 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0130358
Jul 12 2023

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Dallas County, Texas personally appeared Stefani Beard, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue(s) of:

1 insertion(s) published on:
07/12/23

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

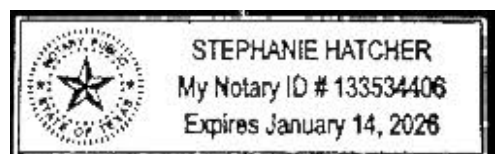
Stefani Beard

Sworn to and subscribed before me this 19th day of July in the year of 2023

Stephanie Hatcher

Notary Public

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



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!