AGENDA

GULFPORT CITY PLANNING COMMISSION MEETING

CITY HALL COUNCIL CHAMBERS

THURSDAY, AUGUST 24, 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. <u>Planning Commission Meeting - July 27, 2023</u>

G. Announcements

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

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. General Plan 2307PC083:
(Withdrawn by Applicant)

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

2. General Plan 2308PC091:

General Plan 2308PC091, by agent Kenneth Jones, Tax Parcel 1009N-01-004.000, seeking approval of a General Plan for a 102-lot townhouse subdivision with 5-out parcels, (The Island Townhomes) located on East Taylor Road, Zoned R-2 (Single-family), Ward 5

H2. Planning Commission Recommendation

1. Zoning Text Amendment 2302PC016:
(Remanded back from City Council, Deffered to August by Applicant):

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.

2. Zoning Map Amendment 2308PC093:

Zoning Map Amendment 2308PC093, by agent Travis B. Anderson, Requesting to rezone Tax Parcel 0809B-01-009.000 from I-2 (Heavy Industry district), to B-2 (General Business), Three Rivers Road, Ward 5

3. Zoning Map Amendment 2308PC099:

Zoning Map Amendment 2308PC099, by agent Josh Fleming/Elliott Homes LLC,

Requesting to rezone Tax Parcel 0908M-01-004.002 from B-2 (General Business) to R-4 (Multi-family residence district), Stewart Road, Ward 5

4. <u>Zoning Map Amendment 2308PC104:</u>

Zoning Map Amendment 2308PC104, by agent Heinrich & Associates, requesting to rezone Tax Parcel 0810K-01-005.002 from I-1(Light Industry) to I-2(Heavy Industry), 3420 Giles Rd, Ward 3

I. Reports

J. Unfinished Business

K. Other Business

L. Adjournment

MINUTES

GULFPORT CITY PLANNING COMMISSION

Thursday, July 27, 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 **4:35 pm.**

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

BOARD MEMBERS PRESENT:
WM. PRINCE JONES
DOUG HANCOCK
VIRGINIA ADOLPH
BRYAN JACOBS
CHRIS ROMANO
KEITH WILLIAMS
HAROLD SPANN

BOARD MEMBERS ABSENT:
TIM DAIGLE JR
BJ SELLERS
CHARLIE HEWES

STAFF MEMBERS PRESENT:
GREG HOLMES
SU-LIN FEATHERSTON
RHONDA GADDIS
SAMUEL SWEETING

COURT REPORTER:
NORMA SOROE

E. Confirmation of Agenda:

F. Adoption of Minutes:

A **motion by Mr. Spann** to approve Minutes of the **June 22, 2023,** meeting was **seconded by Mrs. Adolph** 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. 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

Speaking for the Petition: Daniel Chirinos

Speaking against the Petition: None

Motion: Motion to approve

Second: Jacobs

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

Action: Motion carried unanimously.

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

Speaking for the Petition: Taylor Higgason, Lenny Sawyer

Speaking against the Petition: None

Motion: Motion to approve Mr. Hancock

Second: Mrs. Adolph

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

Action: Motion carried unanimously

3. **<u>General Plan 2307PC083: -</u> Moved to August Meeting**

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

Speaking for the Petition:

Speaking against the Petition:

Motion:

Second:

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

Action:

4. **<u>General Plan 2307PC084:</u>**

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

Speaking for the Petition: Larry Rumsey

Speaking against the Petition: None

Motion: Mr. Hancock Motion to approve

Second: Mr. Spann

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

Action: Motion carried unanimously

H2. Planning Commission Recomendation

1. **<u>Zoning Map Amendment 2307PC070:</u>**

   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

Speaking for the Petition: Michael Wilson

Speaking against the Petition: None

Motion: Motion to approve Mrs. Adolph

Second: Mr. Spann

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

Action: Motion carried unanimously

2. **<u>Zoning Map Amendment 2307PC076:</u>**

   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

Speaking for the Petition: Jonathan Marshall

Speaking against the Petition: None

Motion: Motion to approve Mr. Romano

Second: Mr. Jones

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

Action: Motion carried unanimously

3. **<u>Zoning Map Amendment 2307PC077:</u>**

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

Speaking for the Petition: Jordan Mathews

Speaking against the Petition: None

Speaking Other: William J. McCown

Motion: Motion to approve with conditions Mr. Jones

Second: Mr. Hancock

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

Action: Motion carried unanimously

4. **<u>Zoning Map Amendment 2307PC079:</u>**

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

Speaking for the Petition: Jeanette Ladner

Speaking against the Petition: None

Motion: Motion to approve Mr. Spann

Second: Mr. Jacobs

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

Action: Motion carried unanimously

I. Adjournment

There being no further business, a Motion was made by **Mr. Jones** to adjourn, seconded by **Mrs. Adolph** and carried unanimously. The meeting adjourned at **5:17 pm.**

_____ Date: _____

William Prince Jones, Secretary

MEMORANDUM

To: City of Gulfport Planning Commission

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

Date of Hearing: August 24, 2023

Re: Planning Commission Decision

MEMORANDUM

To: City of Gulfport Planning Commission

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

Date of Hearing: August 24, 2023

Re: General Plan 2307PC083:
(Withdrawn by Applicant)

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
(Palm Heights)

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 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 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
(Palm Heights)

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
(Palm Heights)

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

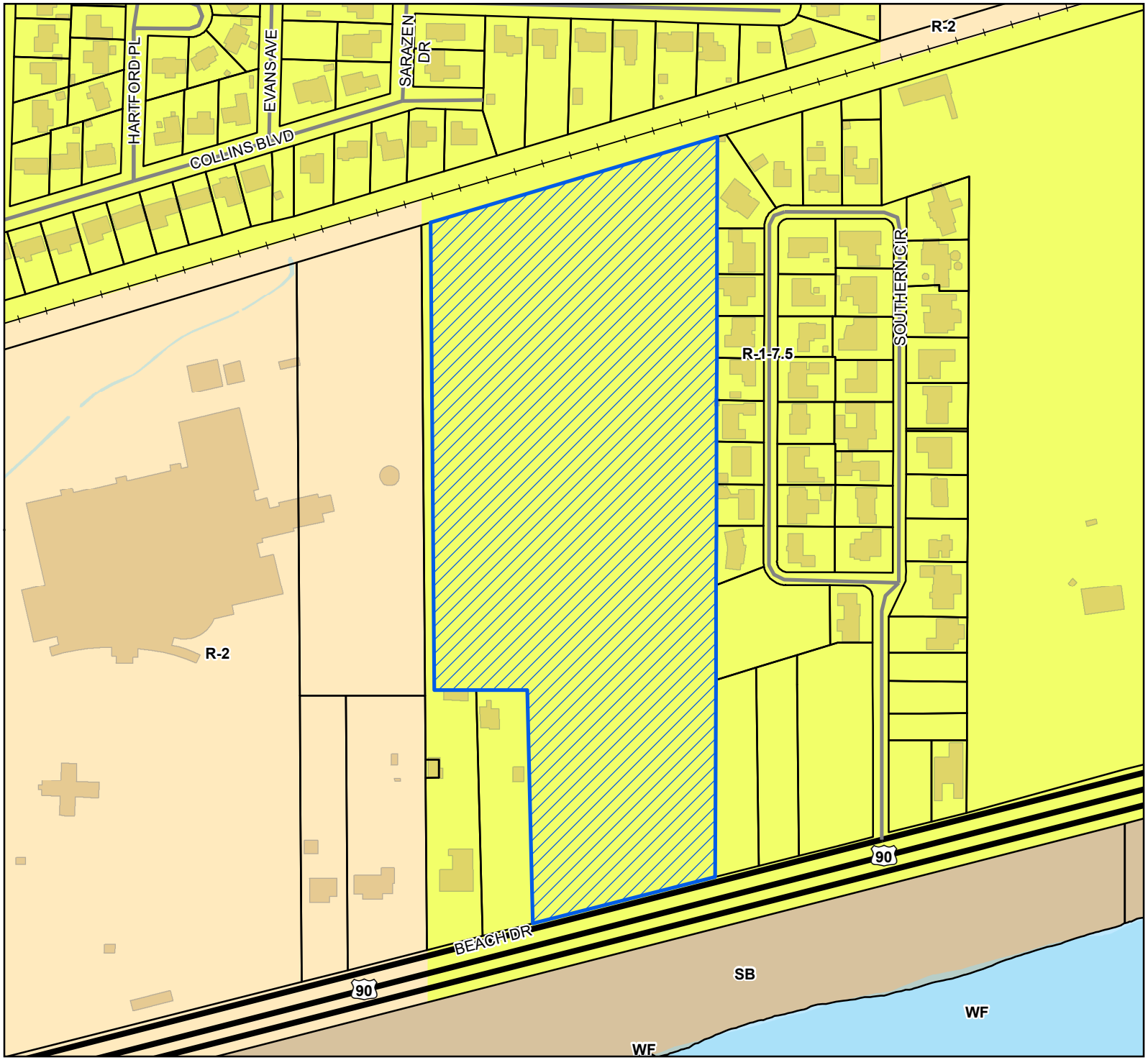
DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Holmes
Director of Urban Development Department

2307PC083

General Plan



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

1010O-02-050.000
Zoning: R-1-7.5 (Single Family)
Size: 22 acres
Flood: X

0 40 80 120
Yards

1 inch = 300 feet

N W E S

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

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Revision date 11/2/2020

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

APPLICATION FOR GENERAL SUBDIVISION PLAN

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

Property Information

TAX PARCEL # 1 0 1 0 O – 0 2 – 0 5 0 . 0 0 0

(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	AGENT
William Carey University - Ben Burnett	Elliott Homes LLC
Printed Name Of Owner	Printed Name Of Agent
710 William Carey Pkwy	1402 Pass Rd
Mailing Address	Mailing Address
Hattiesburg MS 39402	Gulfport MS 39501
City State Zip code	City State Zip code
601-318-6144	941-468-1058
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
BBurnett@wmcarey.edu	jfleming@myelliotthome.com
Email	Email
DocuSigned by: 5477253EC45C48C... 6/1/2023 | 12:29 PM CDT	
Signature Of Owner	**Signature Of Agent**

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

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

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

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

NAME OF OWNER (PRINT)_____

ADDRESS (STREET, CITY, STATE, ZIP CODE _____

PHONE # (H)_____ (W) _____

TAX PARCEL NUMBER(S) OWNED_____

SIGNATURE: _____

NAME OF OWNER (PRINT)_____

ADDRESS (STREET, CITY, STATE, ZIP CODE _____

PHONE # (H)_____ (W) _____

TAX PARCEL NUMBER(S) OWNED_____

SIGNATURE _____

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE _____

PHONE # (H)_____ (W) _____

TAX PARCEL NUMBER(S) OWNED_____

SIGNATURE: _____

(Use additional forms as needed)

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES PERSON/AGENT FOR YOU: BOBBY HEINRICH - Robert B Heinrich

DocuSign

Certificate Of Completion

Envelope Id: C43CDB0B74284E2B9AA178161ED6990E
Status: Completed
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Source Envelope:
Document Pages: 5
Signatures: 1
Certificate Pages: 5
Initials: 0
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Envelope Originator:
Josh Fleming
1402 Pass Road
Gulfport, MS 39501
jfleming@myelliotthome.com
IP Address: 159.118.223.161

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6/1/2023 9:49:22 AM

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jfleming@myelliotthome.com

Location: DocuSign

Signer Events	Signature	Timestamp
Ben Burnett bburnett@wmcarey.edu Security Level: Email, Account Authentication (None)	DocuSigned by: 5477253EC45C48C...	Sent: 6/1/2023 9:50:35 AM Viewed: 6/1/2023 12:28:55 PM Signed: 6/1/2023 12:29:24 PM
	Signature Adoption: Drawn on Device Using IP Address: 50.86.51.153 Signed using mobile	

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@myelliotthome.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 GOVERANCE 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 I. 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 owing 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 it's successors in interest.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3(b) and4 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 comer 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 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. Comer 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 i n 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
1010O-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)

DIANE WHITSON
NOTARY PUBLIC
ID No. 290704
Commission Expires
April 28, 2025
STATE OF MISSISSIPPI
HARRISON COUNTY

DocuSign Envelope ID: F62AC4C8-A774-451D-8EE4-3676E668DDCB

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
1010O-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

(Ben Burnett – President)

Elliott Homes, LLC

(Representee)

6/5/2023 | 12:37 PM CDT

DocuSigned by:
5477253EC45C48C

Charlotte Green

(Notary Public)

My commission Expires: July 31, 2024

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 117217
CHARLOTTE GREEN
Commission Expires
July 31, 2024
LAMAR COUNTY

DocuSign Envelope ID: F62AC4C8-A774-451D-8EE4-3676E668DDCB

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:
5477253EC45C48C...

6/5/2023 | 12:37 PM CDT

Notary Public

My Commission Expires: July 31, 2024

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 117217
CHARLOTTE GREEN
Commission Expires
July 31, 2024
LAMAR COUNTY

TME
TERRY MORAN
ENGINEERING

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

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, Geoffery 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
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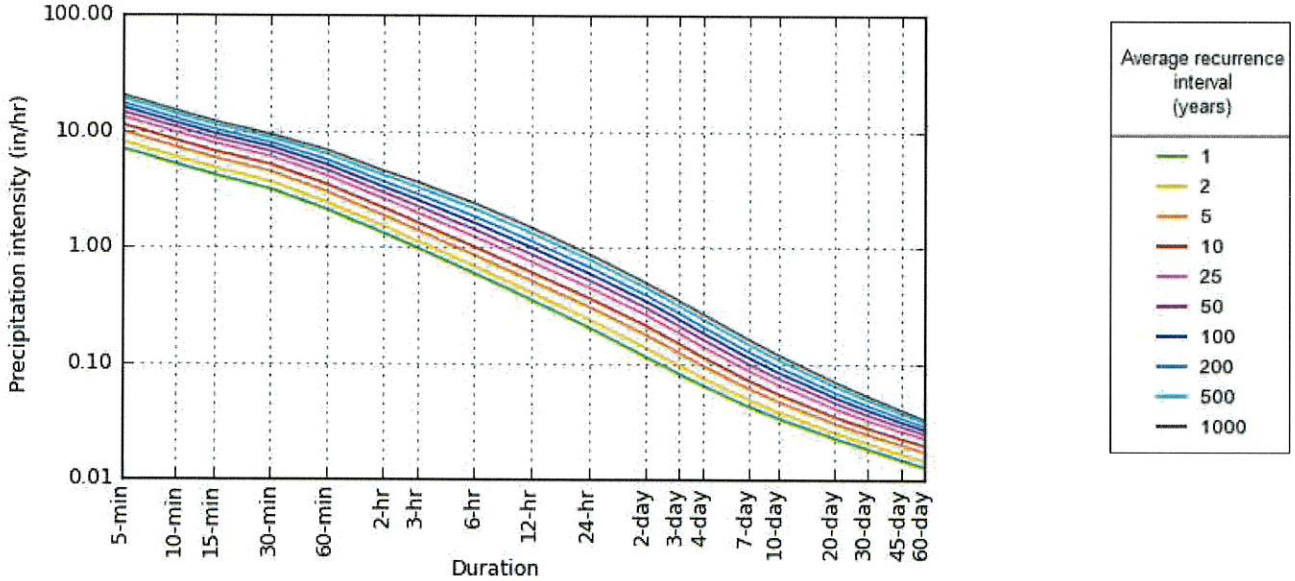

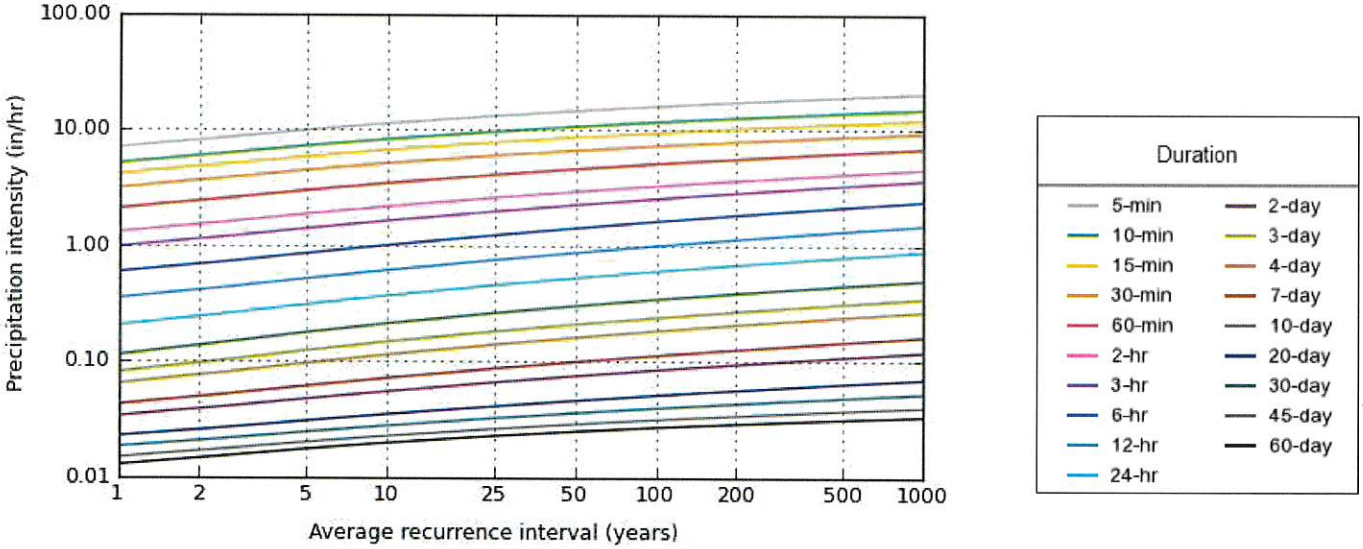

NOAA Atlas 14, Volume 9, Version 2 Created (GMT): Fri May 5 20:48:43 2023

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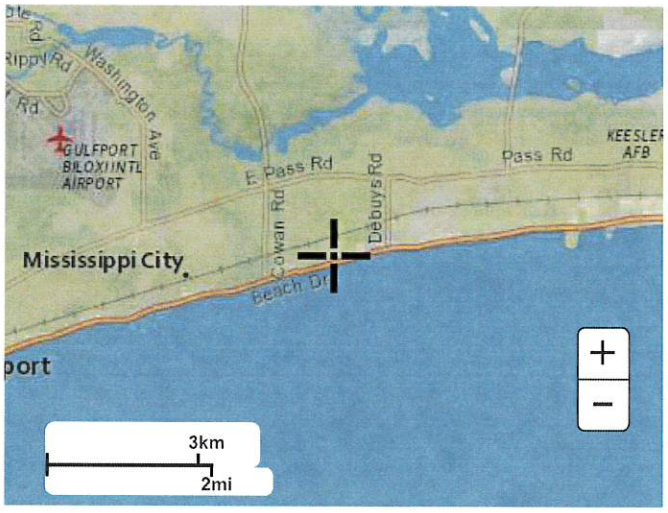
Maps & aerials

Small scale terrain



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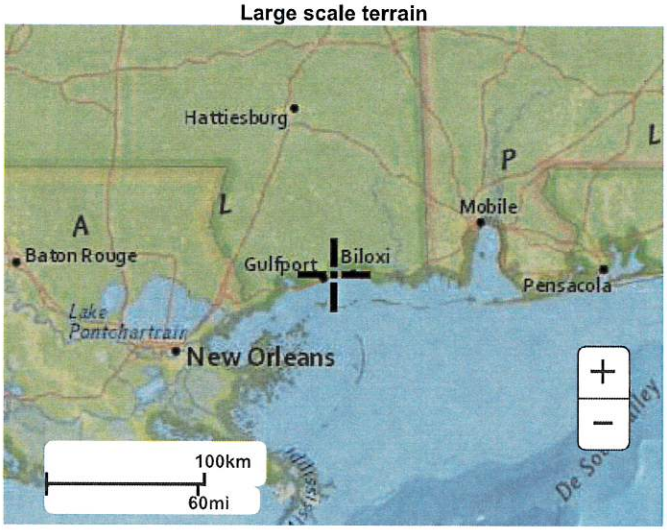

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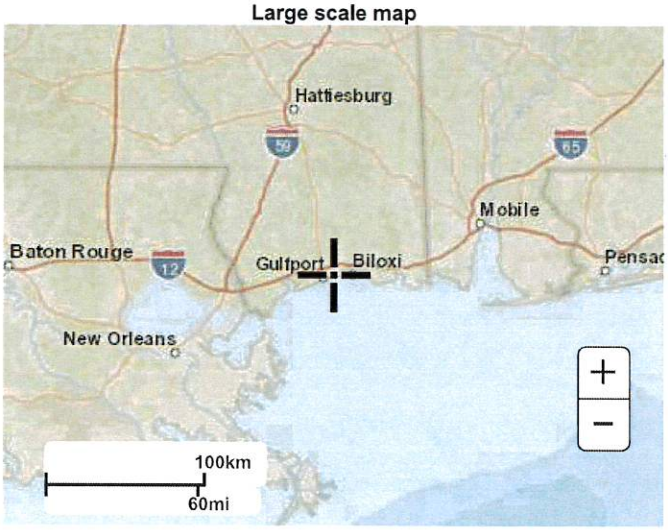

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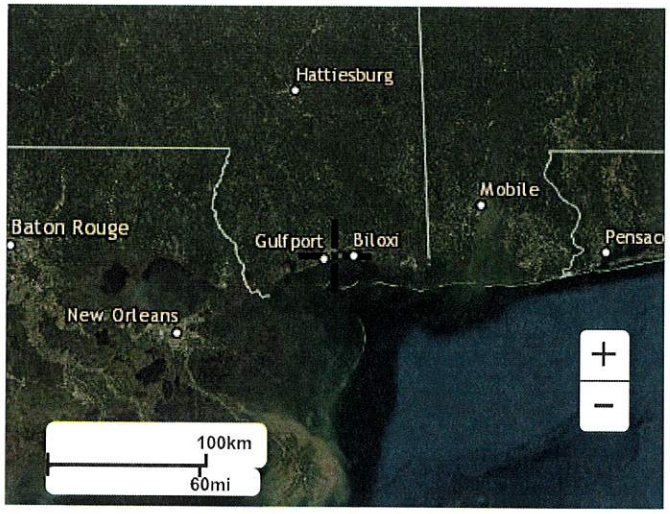

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US Department of Commerce
National Oceanic and Atmospheric Administration
National Weather Service
National Water Center
1325 East West Highway
Silver Spring, MD 20910
Questions?: HDSC.Questions@noaa.gov

Disclaimer

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, Geoffery 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)[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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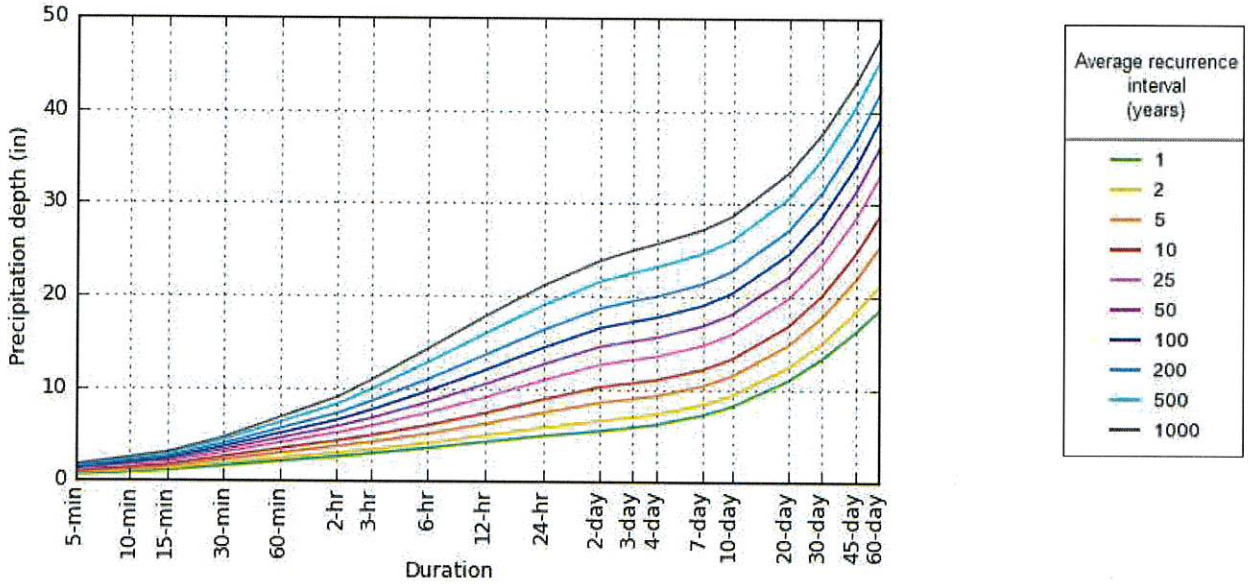
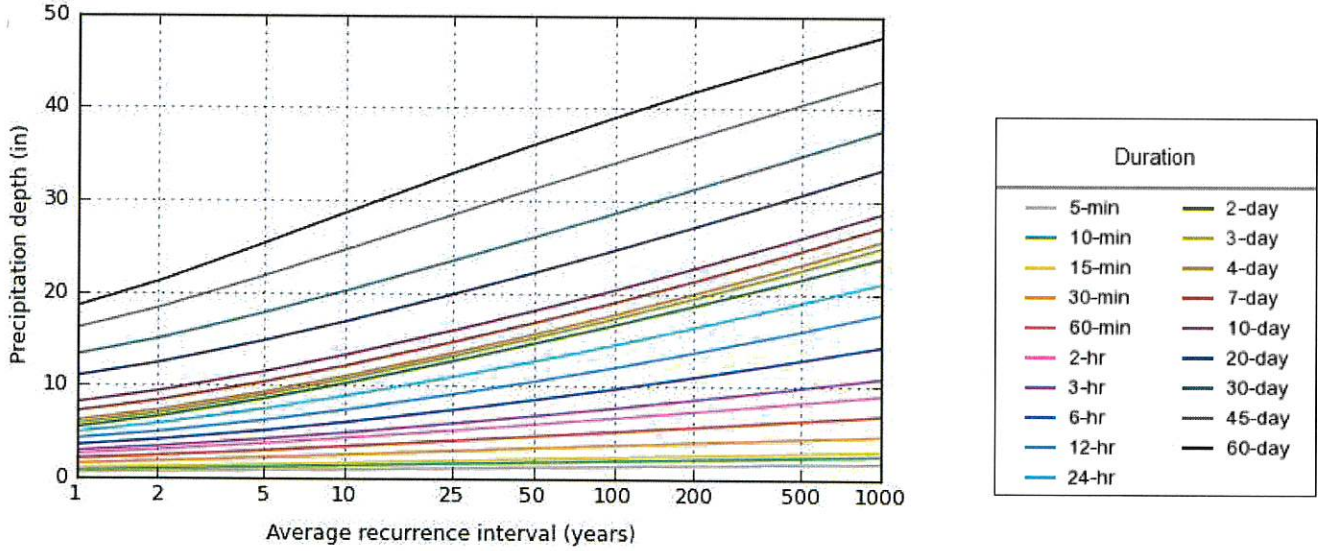
PF graphical

PDS-based depth-duration-frequency (DDF) curves
Latitude: 30.3931°, Longitude: -89.0008°





NOAA Atlas 14, Volume 9, Version 2 Created (GMT): Fri May 5 20:45:55 2023

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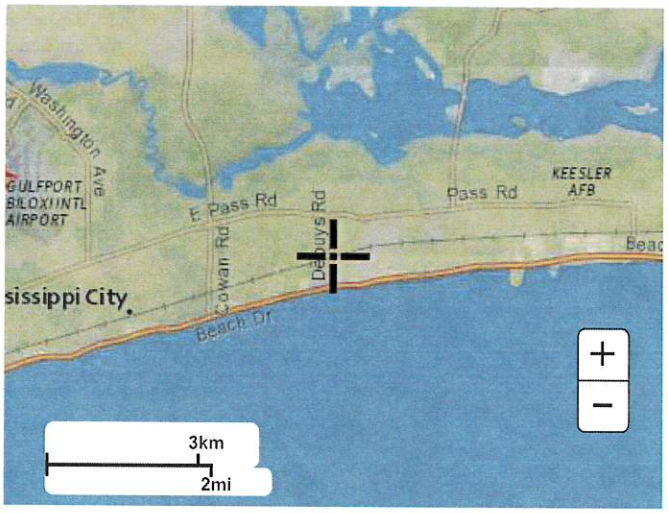
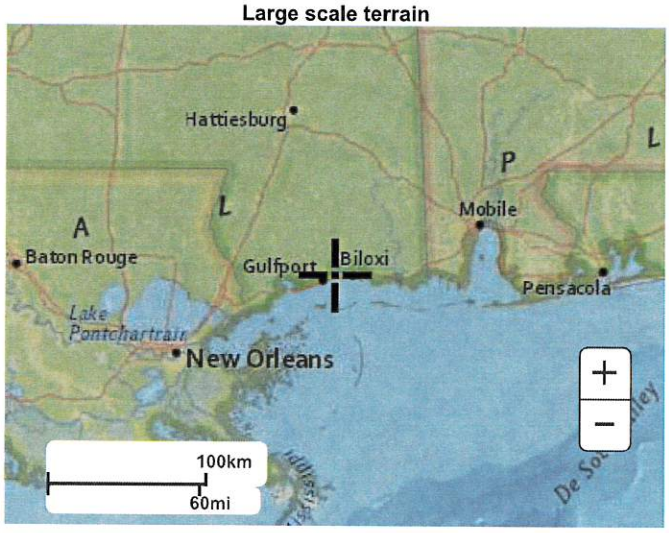
Maps & aerials

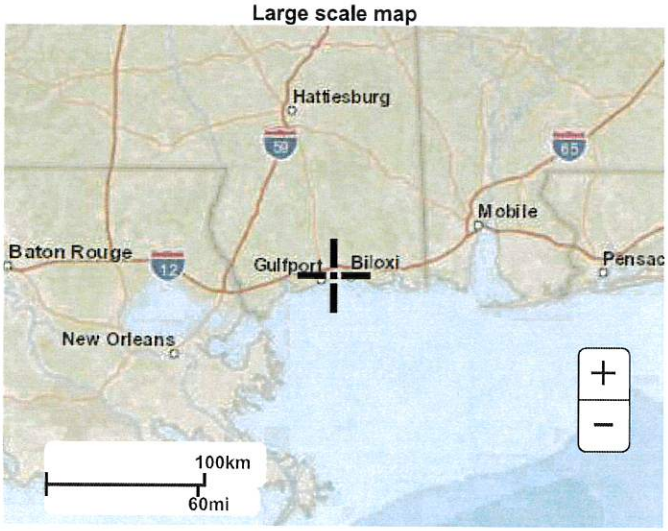
Small scale terrain



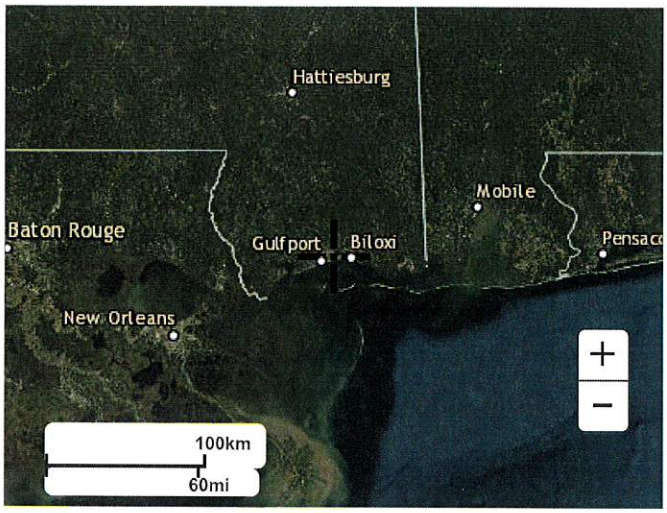
Large scale terrain



Large scale map



Large scale aerial



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US Department of Commerce
National Oceanic and Atmospheric Administration
National Weather Service
National Water Center
1325 East West Highway
Silver Spring, MD 20910
Questions?: HDSC.Questions@noaa.gov

Disclaimer

SCS Curve Numbers (CN)

Land Use Description	Hydrologic Soil Group			
Residential	**A**	**B**	**C**	**D**
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. Ia = 0.2S

Source: Soil Conservation Service TR-55

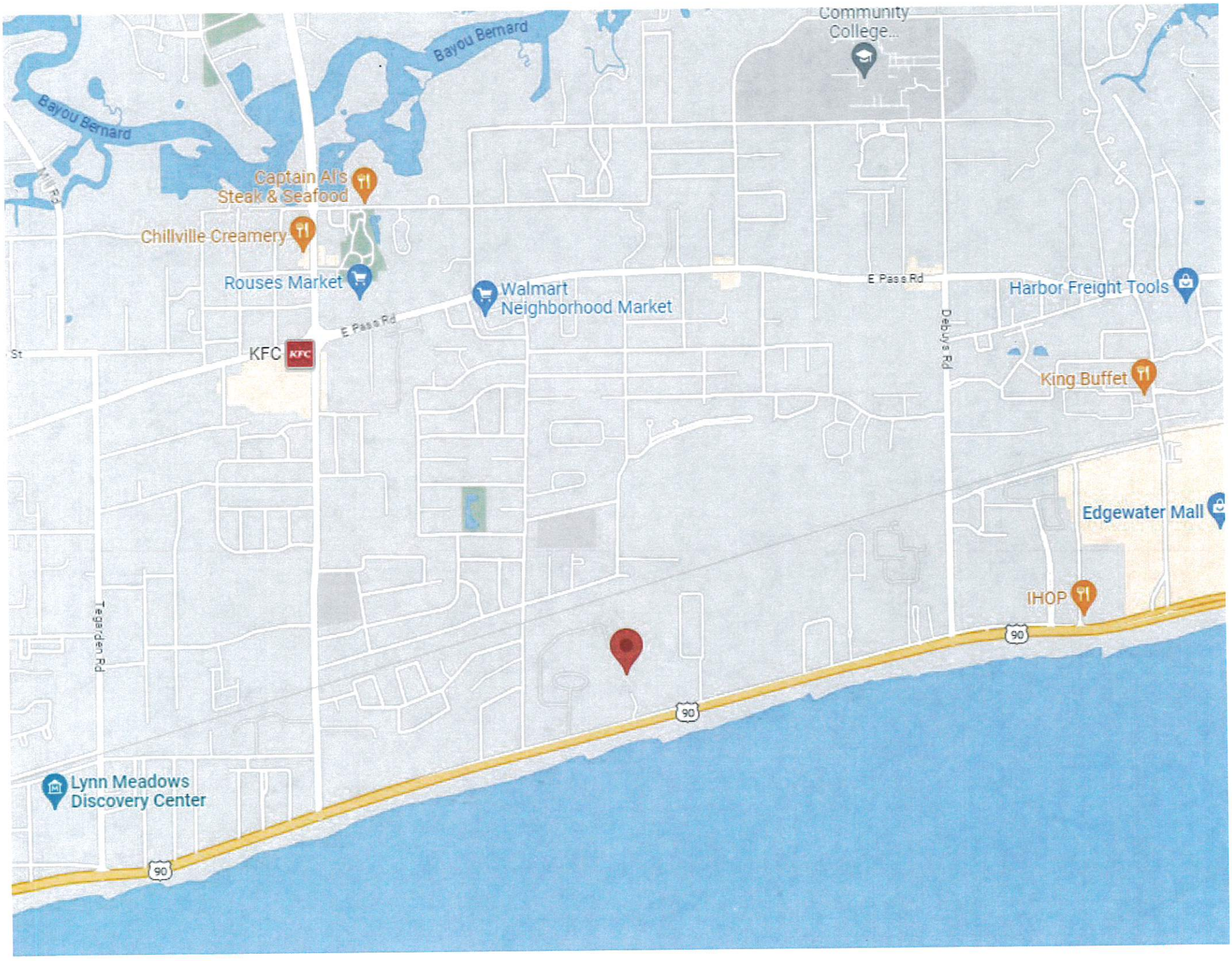
Manning's n-Values

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


Bayou Bernard
Bayou Bernard
Community College...
Captain Al's Steak & Seafood
Chillville Creamery
Rouses Market
Walmart Neighborhood Market
E Pass Rd
E Pass Rd
Harbor Freight Tools
KFC
Debuys Rd
King Buffet
Edgewater Mall
IHOP
Teagarden Rd
90
90
90
Lynn Meadows Discovery Center

Soil Map—Harrison County, Mississippi

Map Scale: 1:3,860 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 50 100 200 300

Feet: 0 150 300 600 900

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

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

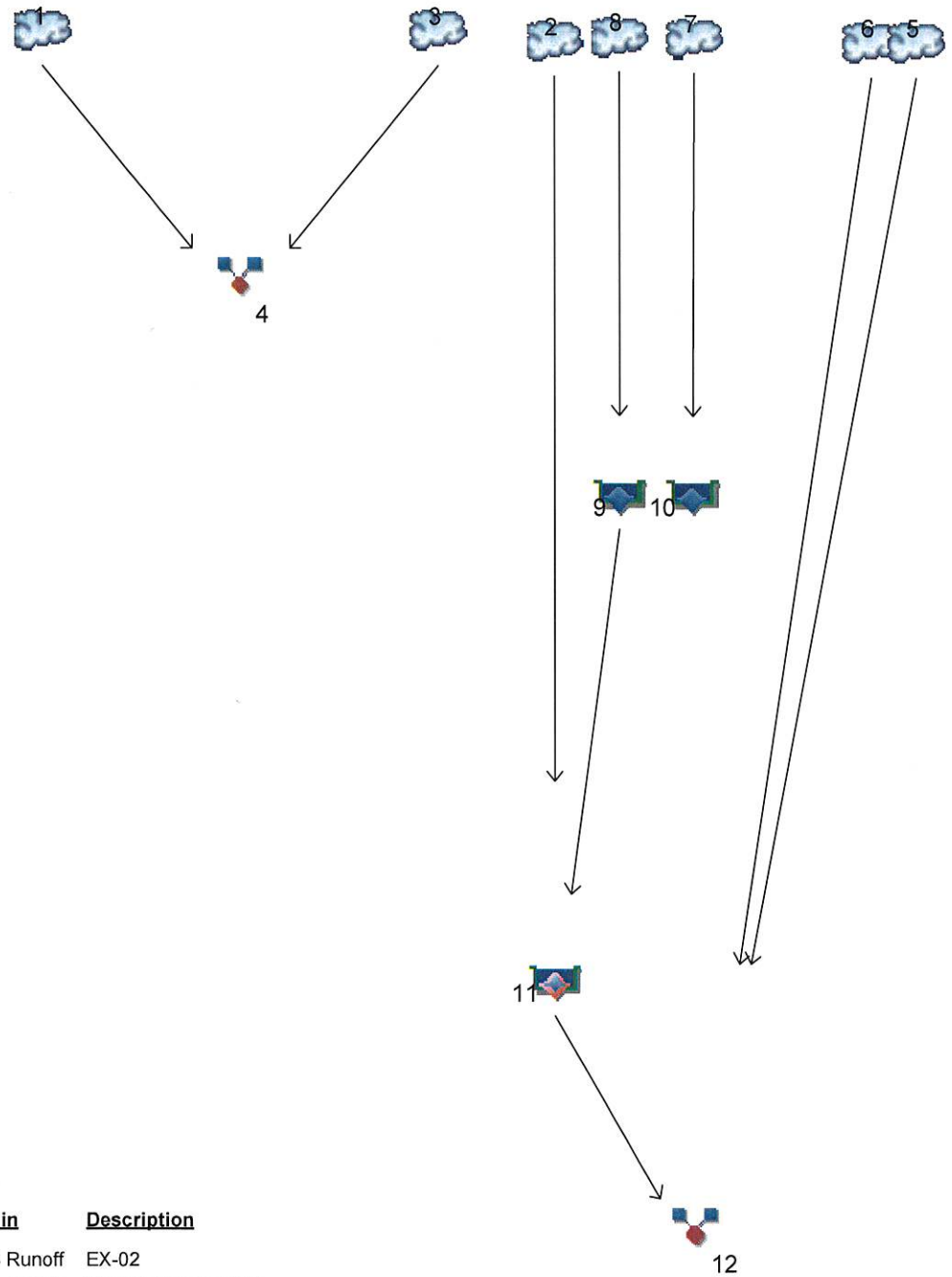
POST DEVELOPMENT AREA A 7.51 AC
POST DEVELOPMENT AREA B 7.94 AC
POST DEVELOPMENT AREA C 2.29 AC
OFFSITE AREA 2.67 AC
BYPASS AREA 1.45 AC
PARK
MAIL KIOSK
STRUCTURE
SAND BEACH
SCALE: 1"=60'
Sheet 2
Project No 22-020
POST DEVELOPMENT MAP
PALM HEIGHTS SUBDIVISION
GULFPORT, MS
Heinrich & Associates
RESIDENTIAL & COMMERCIAL DESIGN
TME
TIERRY MORAN, P.E., P.L.S.
TIERRY MORAN ENGINEERING

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

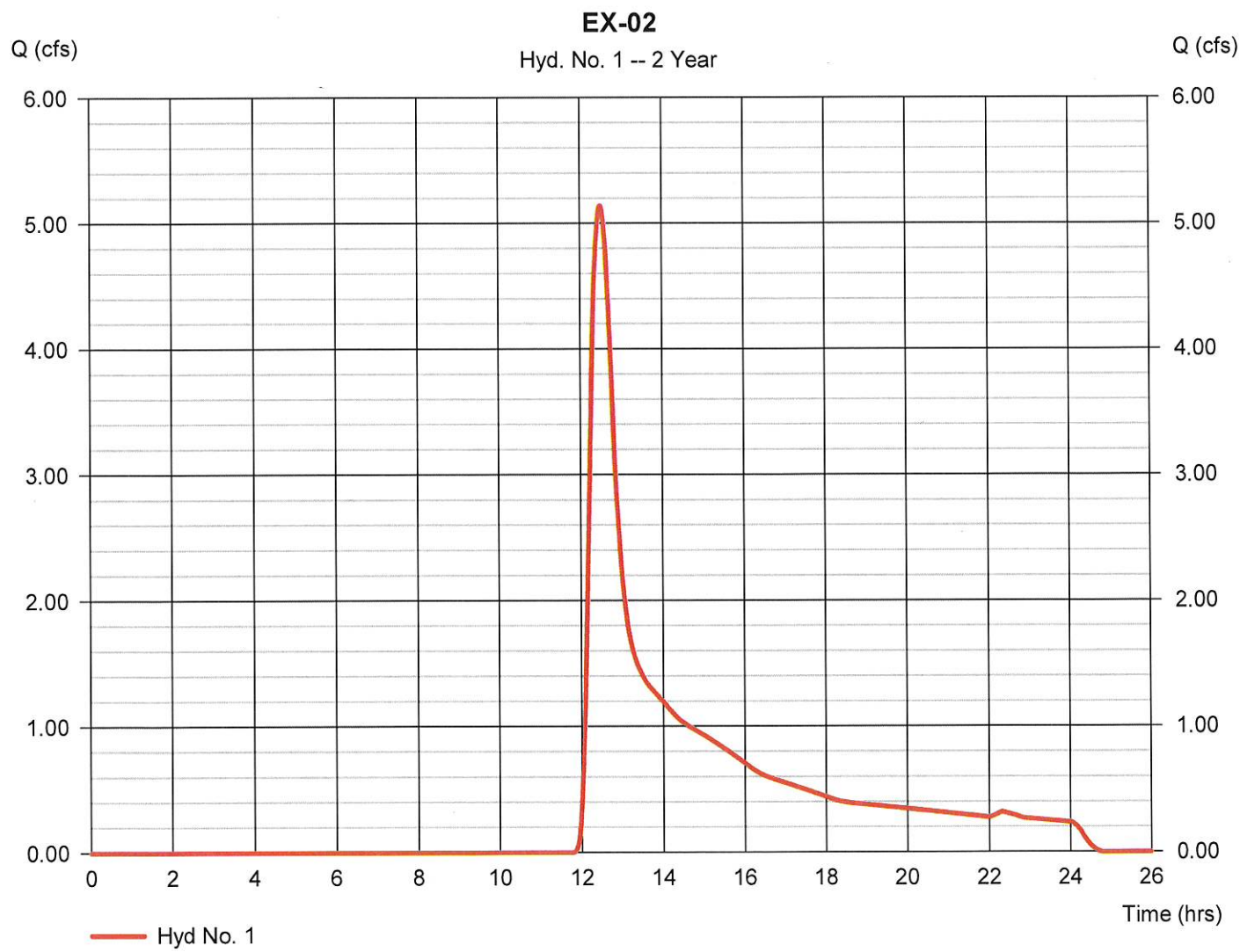
Hydrograph Report

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

Description	A		B		C		Totals
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

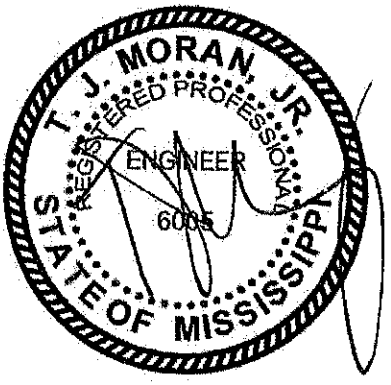
FOR:

Palm Heights Subdivision
Gulfport, Mississippi

PREPARED FOR:

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

PREPARED BY:



Terry Moran Engineering with
Heinrich & Associates
1806 23rd Ave., Ste B
Gulfport, MS 39501
Ph. (228) 896-6768

PROJECT NO. 22-020

TECHNICAL SPECIFICATIONS INDEX

INDEX NO.	DESCRIPTION
02050	DEMOLITION
02100	SITE PREPARATION
02200	EARTHWORK
02232	GRANULAR BASE MATERIAL
02270	SLOPE PROTECTION & EROSION
02430	DRAINAGE STRUCTURES
02434	CULVERTS
02452	SIGNAGE
02485	LAWNS AND GRASS
02525	CURB AND SIDEWALKS
02577	PAVEMENT MARKING
02601	MANHOLES
02713	WATER DISTRIBUTION SYSTEM
02722	SANITARY SEWER SYSTEM

Prepared by:
Terry Moran Engineering with
Heinrich & Associates

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.

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 .

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

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. <u>No burning within limits of paving or buildings is allowed whatsoever.</u>

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.

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.

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.

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 ± 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.

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.

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

Prepared by:
Terry Moran Engineering with
Heinrich & Associates

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.

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.

Square Mesh Size	% passing (by dry weight)
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

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Terry Moran Engineering with
Heinrich & Associates

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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Terry Moran Engineering with
Heinrich & Associates

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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Terry Moran Engineering with
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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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Terry Moran Engineering with
Heinrich & Associates

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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Terry Moran Engineering with
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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 <u>not</u> 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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Terry Moran Engineering with
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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 al 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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Terry Moran Engineering with
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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

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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Heinrich & Associates

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

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

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.

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 ½" 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

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-eight (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

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.

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.

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 mils on pipe barrel.

2) 10 dry mils 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) Permite 9043, Type II glass filled epoxy by Permite 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 preformed in strict accordance with manufacturers requirements

m) Thickness: As recommended by manufacturer.

n) Number of Coats: As recommended by manufacturer.

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.

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

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.

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

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

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.

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.

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.

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.

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.

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.

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

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.

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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

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Hydrograph Report

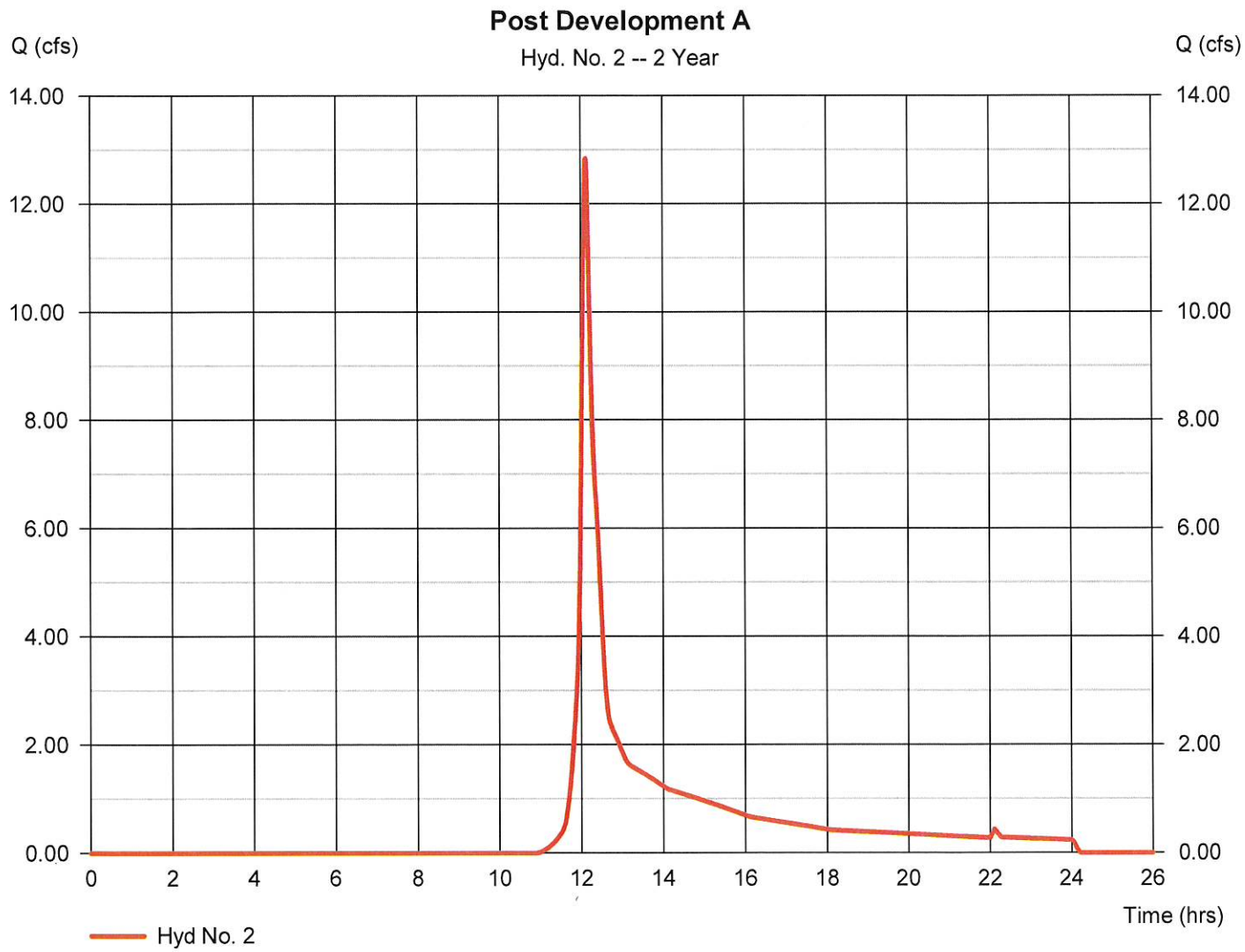
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Tuesday, 05 / 23 / 2023

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 x 61) + (0.690 x 39)] / 7.510



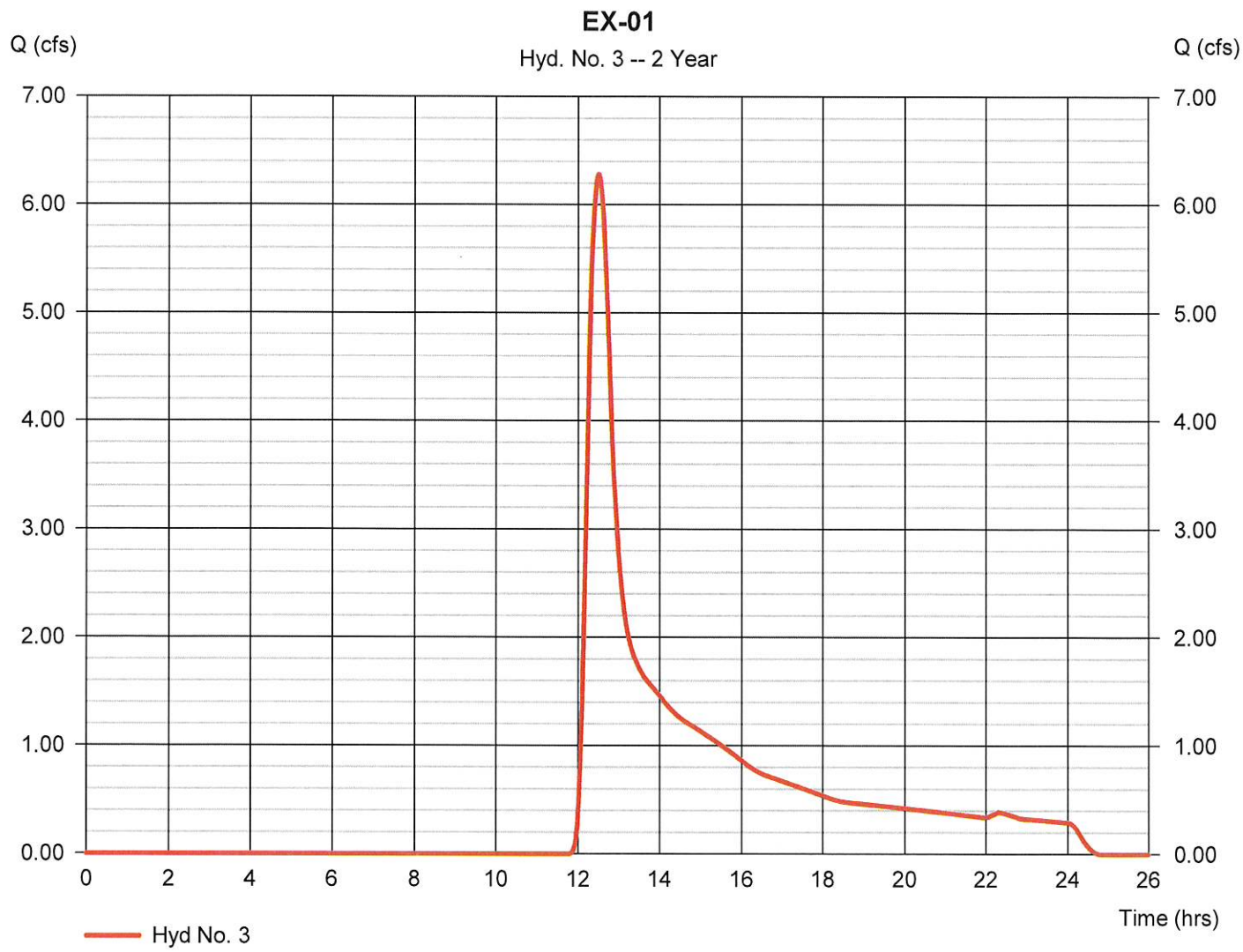
Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Tuesday, 05 / 23 / 2023

Hyd. No. 3

EX-01

Hydrograph type	= SCS Runoff	Peak discharge	= 6.283 cfs
Storm frequency	= 2 yrs	Time to peak	= 12.50 hrs
Time interval	= 1 min	Hyd. volume	= 43,901 cuft
Drainage area	= 12.050 ac	Curve number	= 49
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 30.50 min
Total precip.	= 5.84 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484



TR55 Tc Worksheet

Hyd. No. 3

EX-01

Description	A		B		C		Totals
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		0.0		
Travel Time (min)	**= 0.00**	**+**	**0.00**	**+**	**0.00**	**=**	**0.00**

Total Travel Time, Tc ..... **30.50 min**

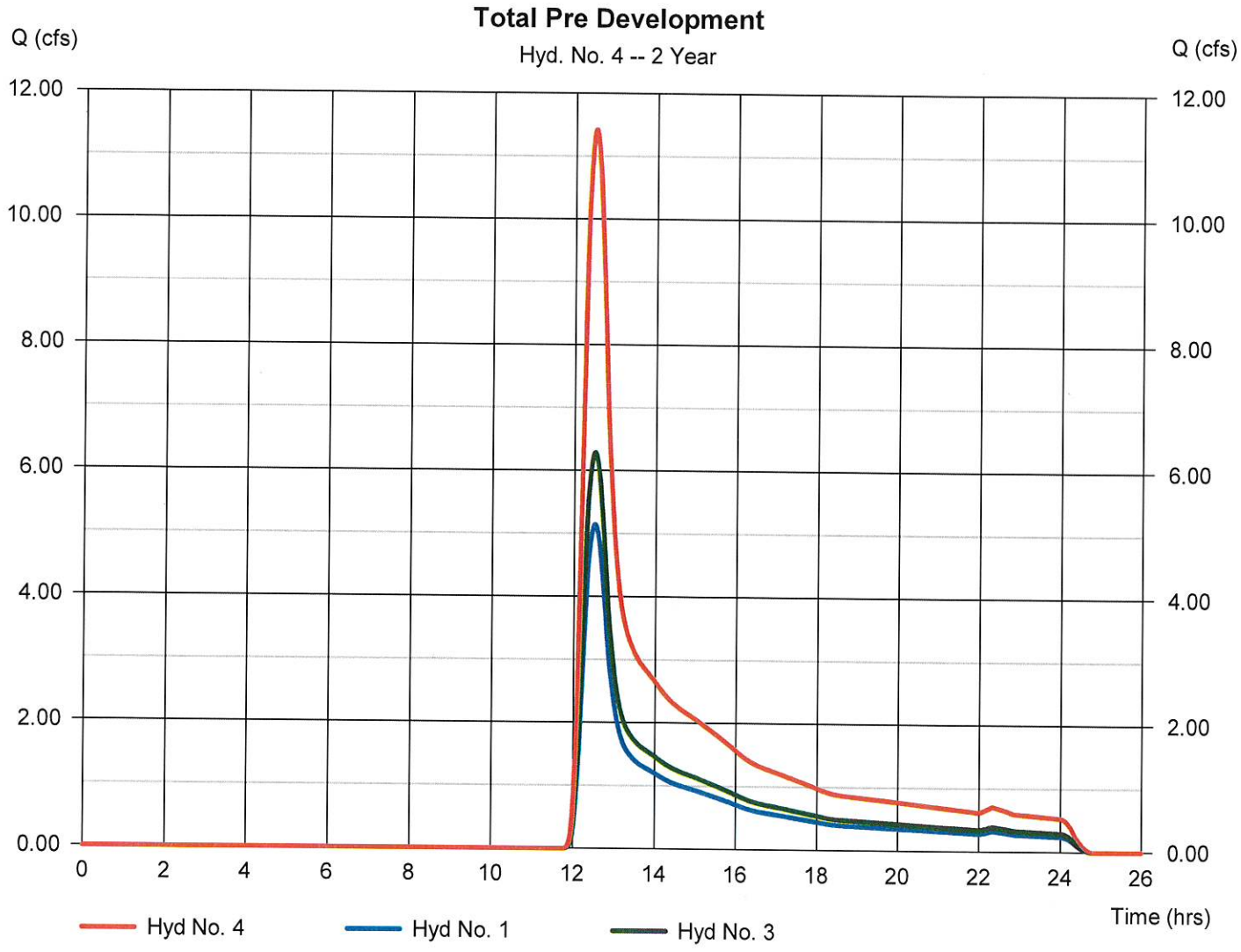
Hydrograph Report

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	= 11.42 cfs
Storm frequency	= 2 yrs	Time to peak	= 12.50 hrs
Time interval	= 1 min	Hyd. volume	= 79,823 cuft
Inflow hyds.	= 1, 3	Contrib. drain. area	= 21.910 ac



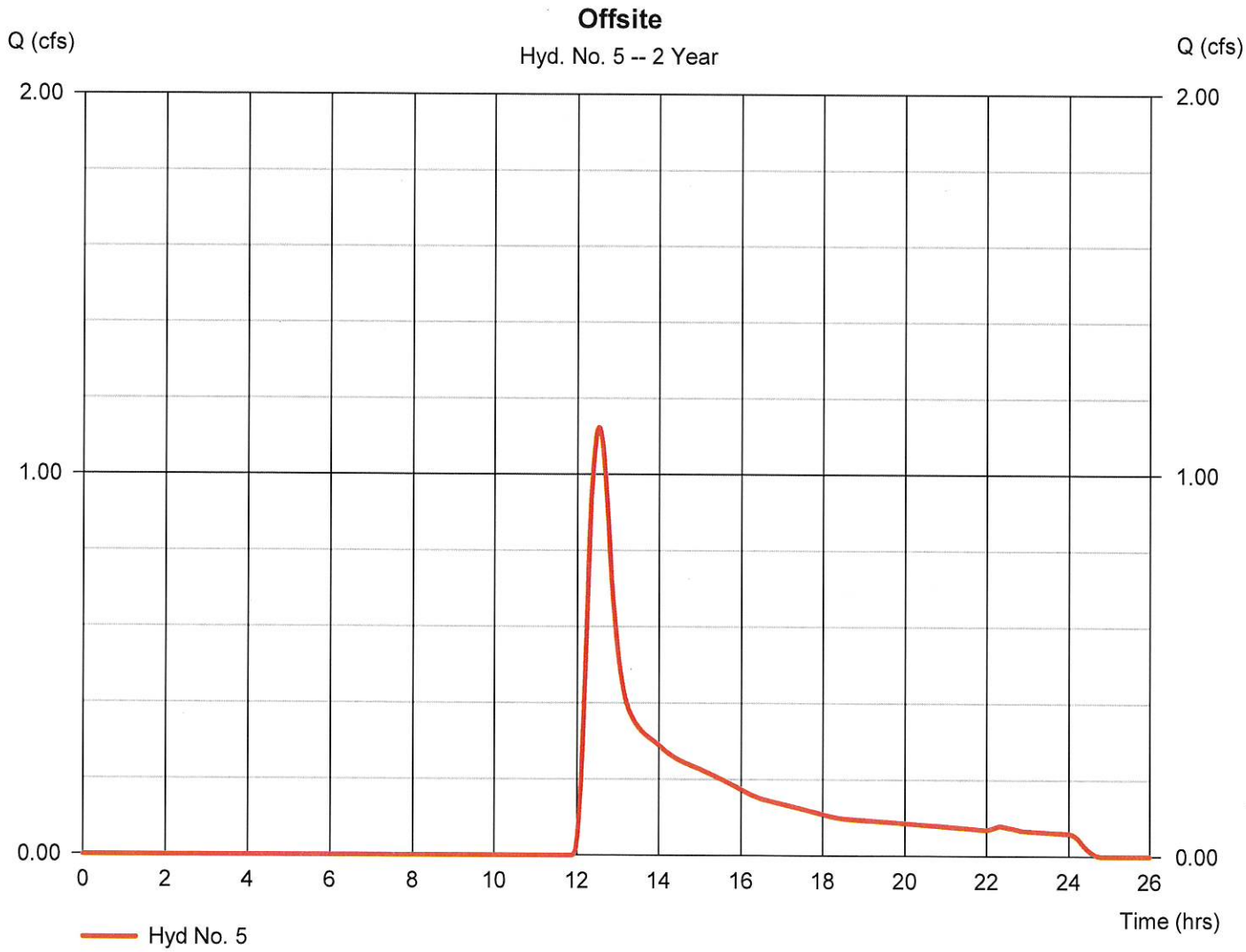
Hydrograph Report

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



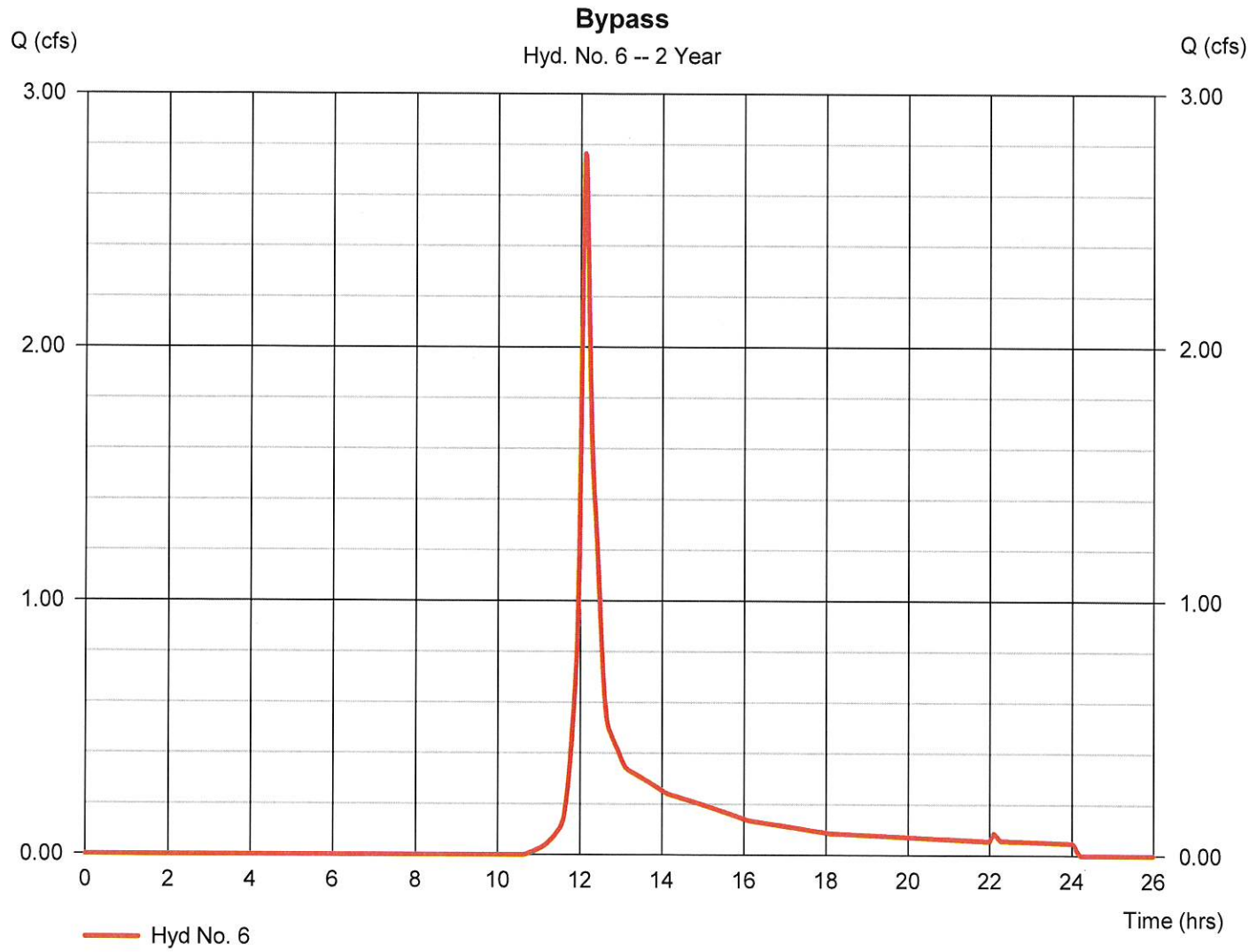
Hydrograph Report

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

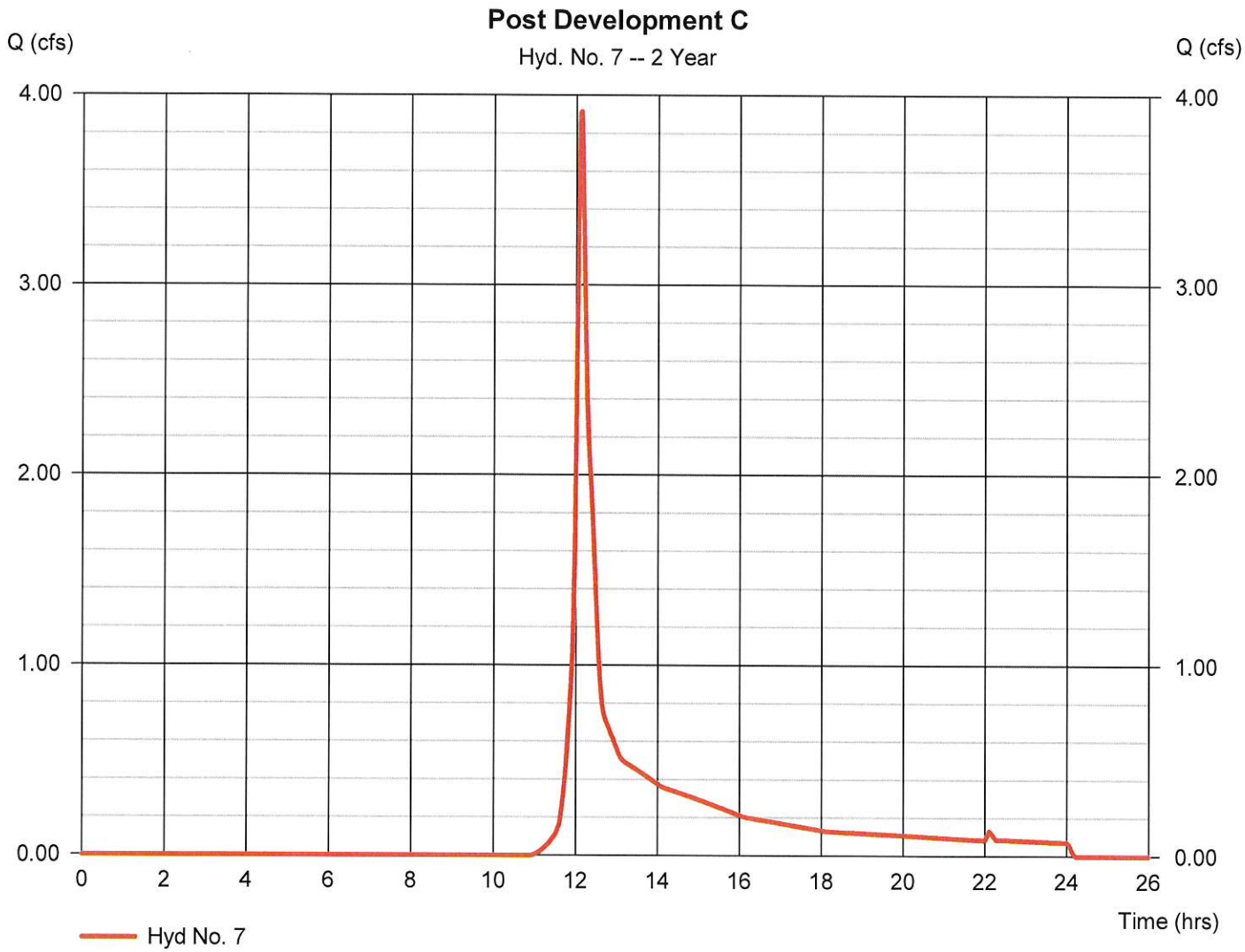
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Tuesday, 05 / 23 / 2023

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

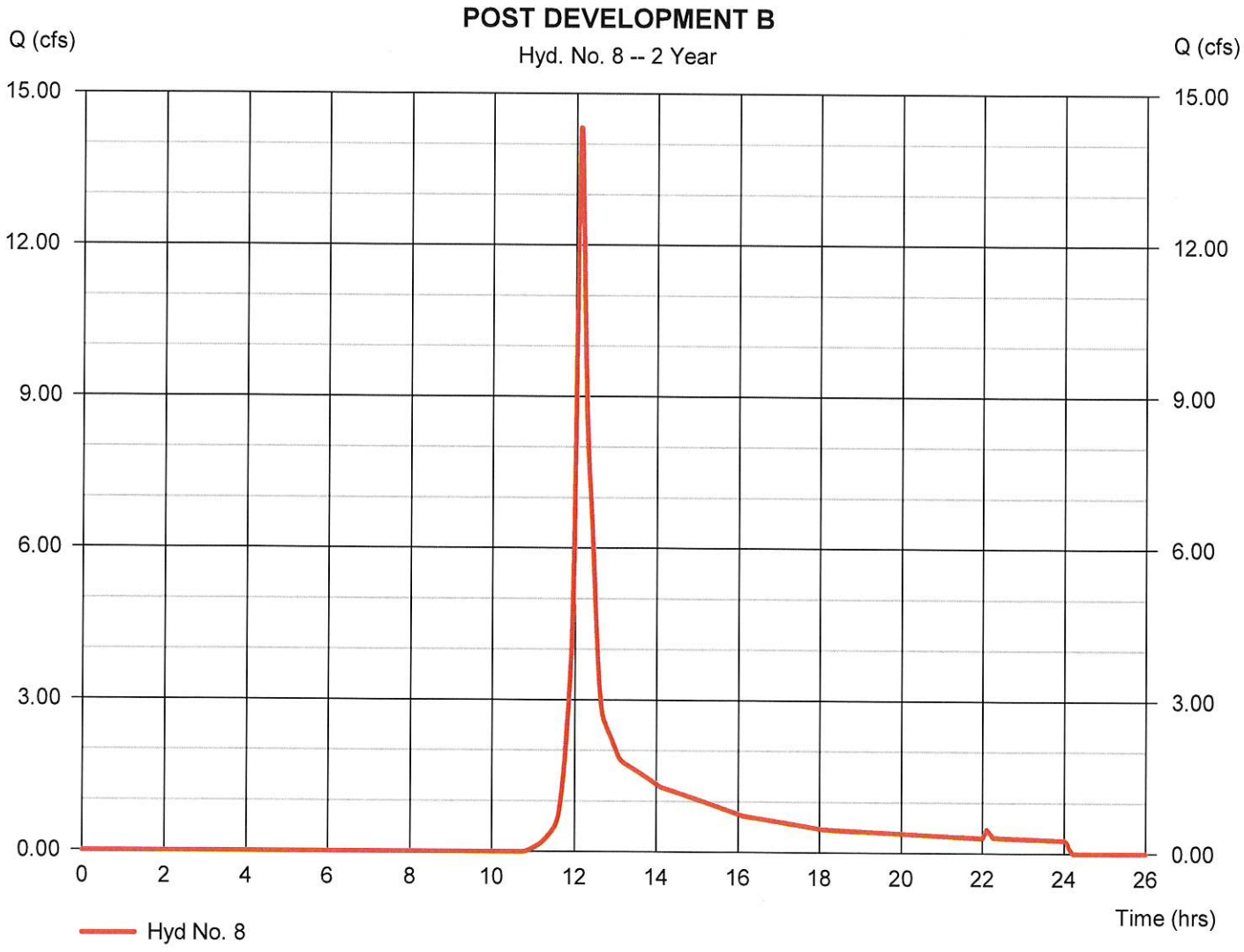
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Tuesday, 05 / 23 / 2023

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 x 61) + (0.520 x 39)] / 7.930



Hydrograph Report

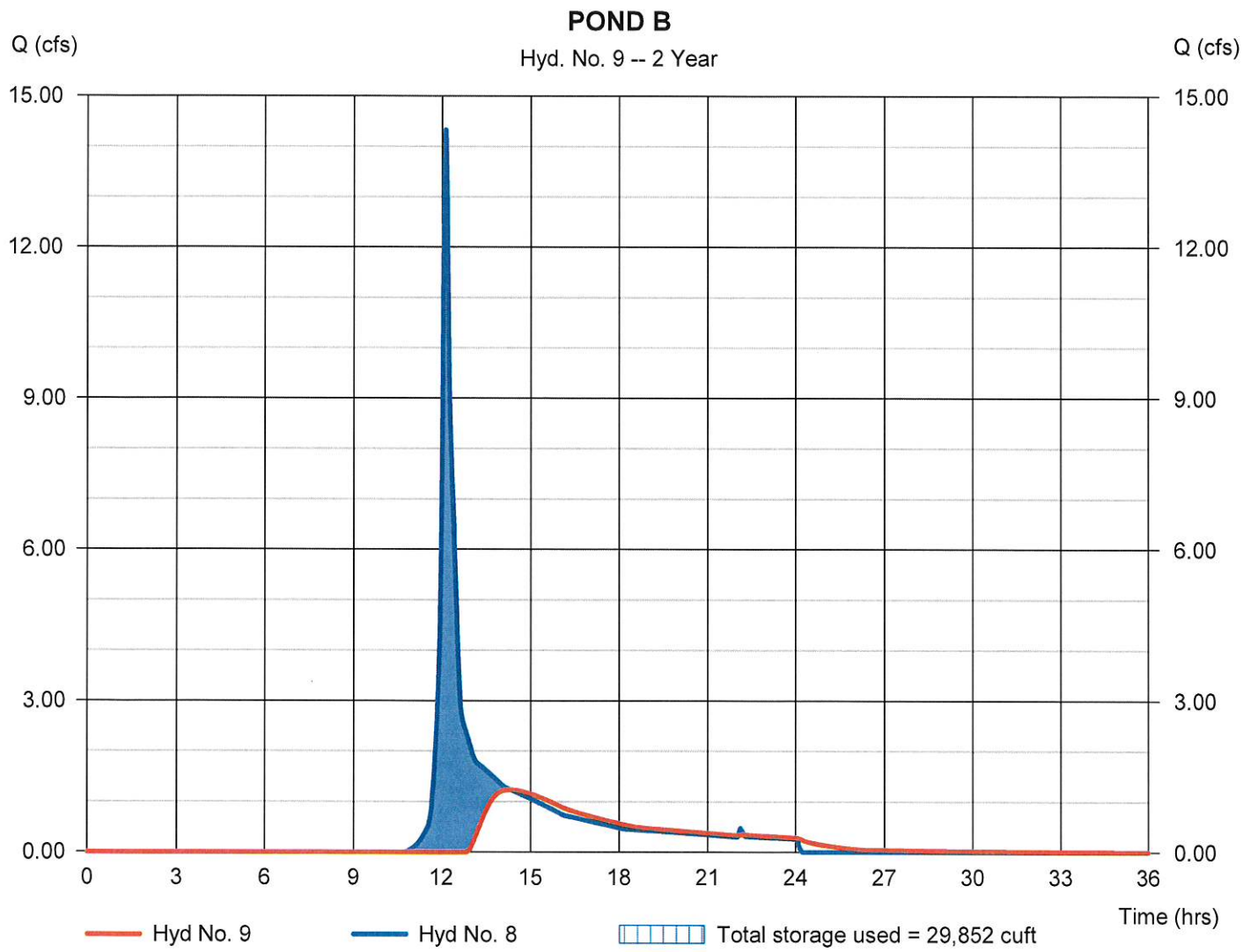
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Tuesday, 05 / 23 / 2023

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

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

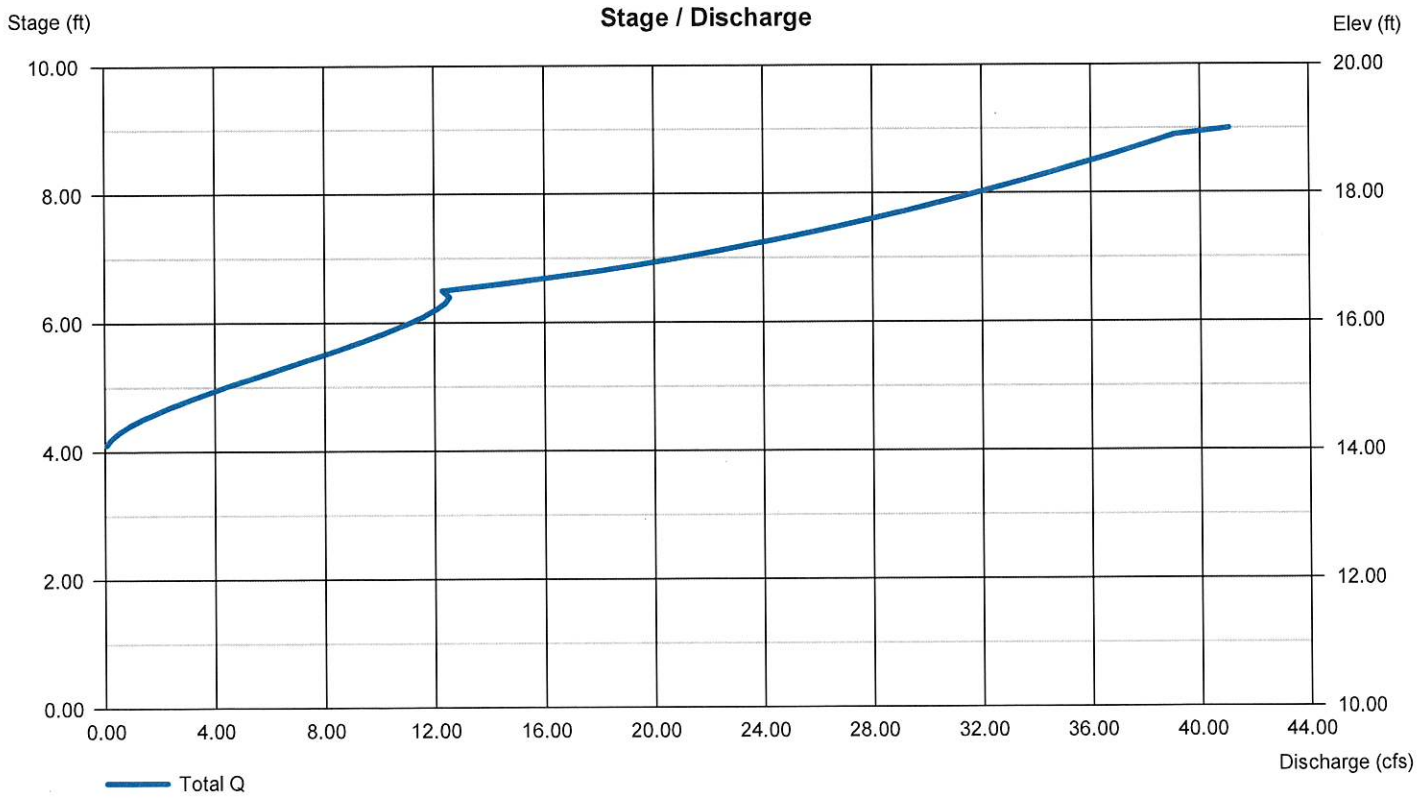
	[A]	[B]	[C]	[PrfRsr]
Rise (in)	= 30.00	0.00	0.00	0.00
Span (in)	= 30.00	0.00	0.00	0.00
No. Barrels	= 1	0	0	0
Invert El. (ft)	= 14.00	0.00	0.00	0.00
Length (ft)	= 132.00	0.00	0.00	0.00
Slope (%)	= 0.20	0.00	0.00	n/a
N-Value	= .013	.013	.013	n/a
Orifice Coeff.	= 0.60	0.60	0.60	0.60
Multi-Stage	= n/a	No	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).



Hydrograph Report

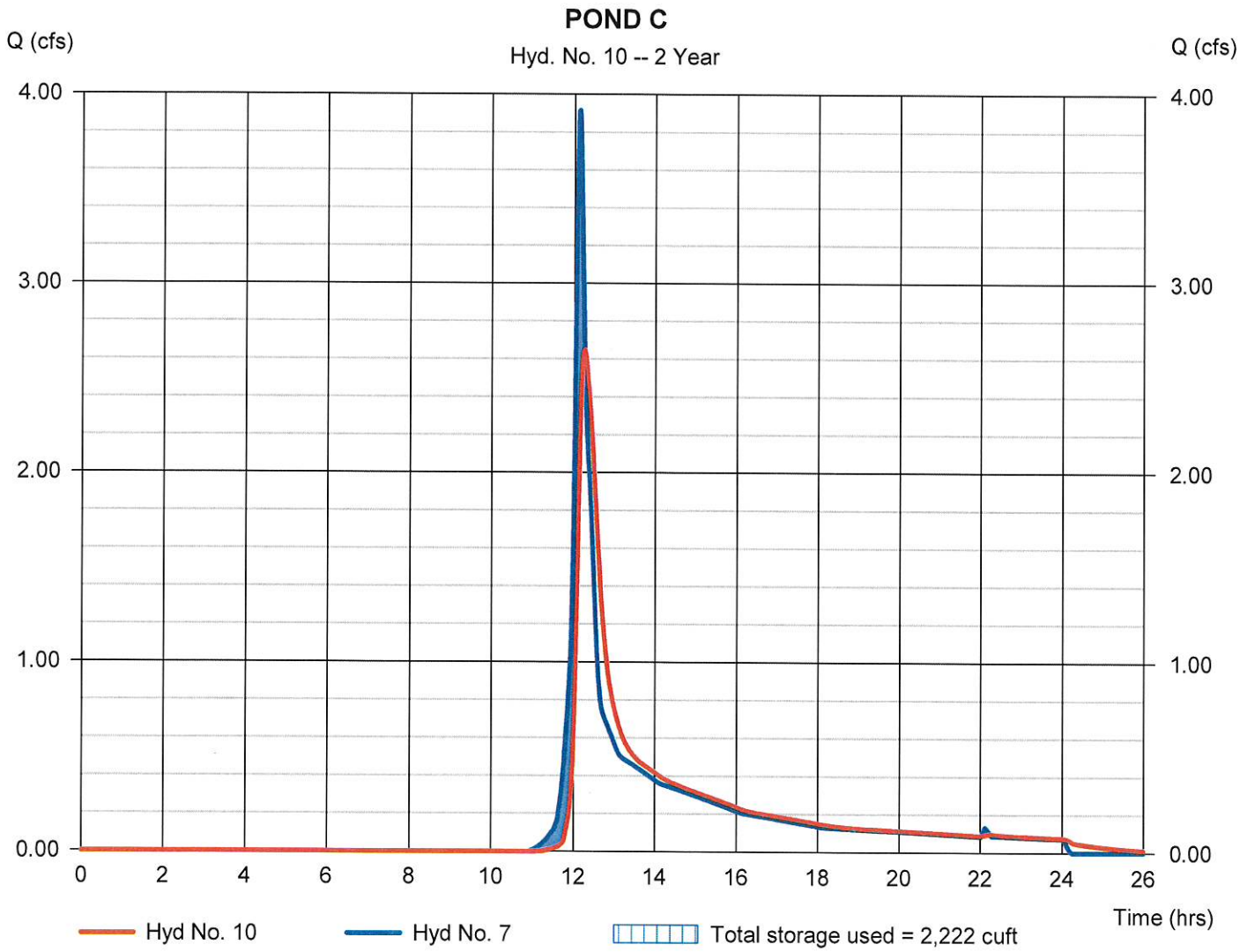
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Tuesday, 05 / 23 / 2023

Hyd. No. 10

POND C

Hydrograph type	= Reservoir	Peak discharge	= 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

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. Begining 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

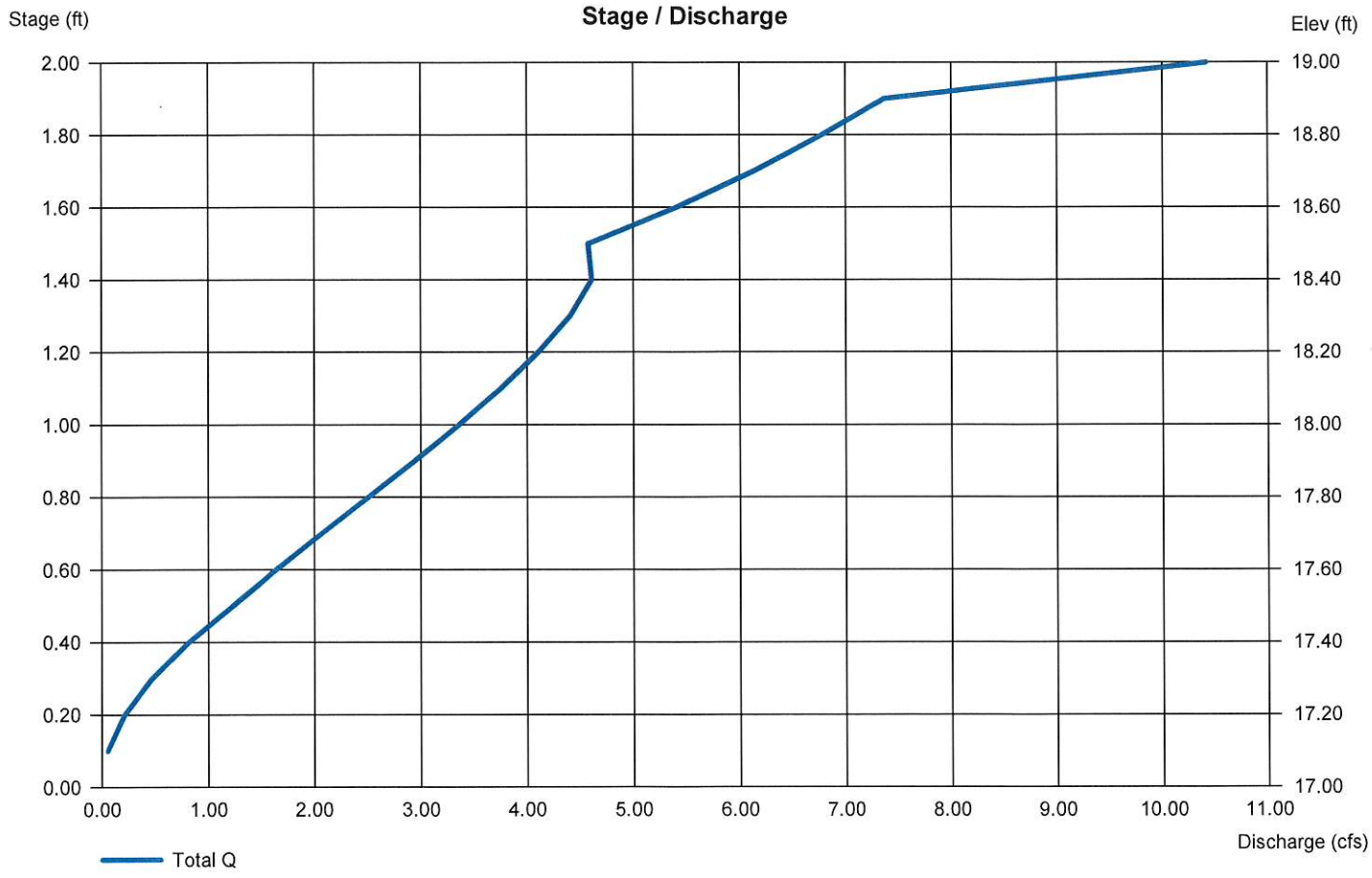
Weir Structures

	[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	= Ciplti	---	---	---
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

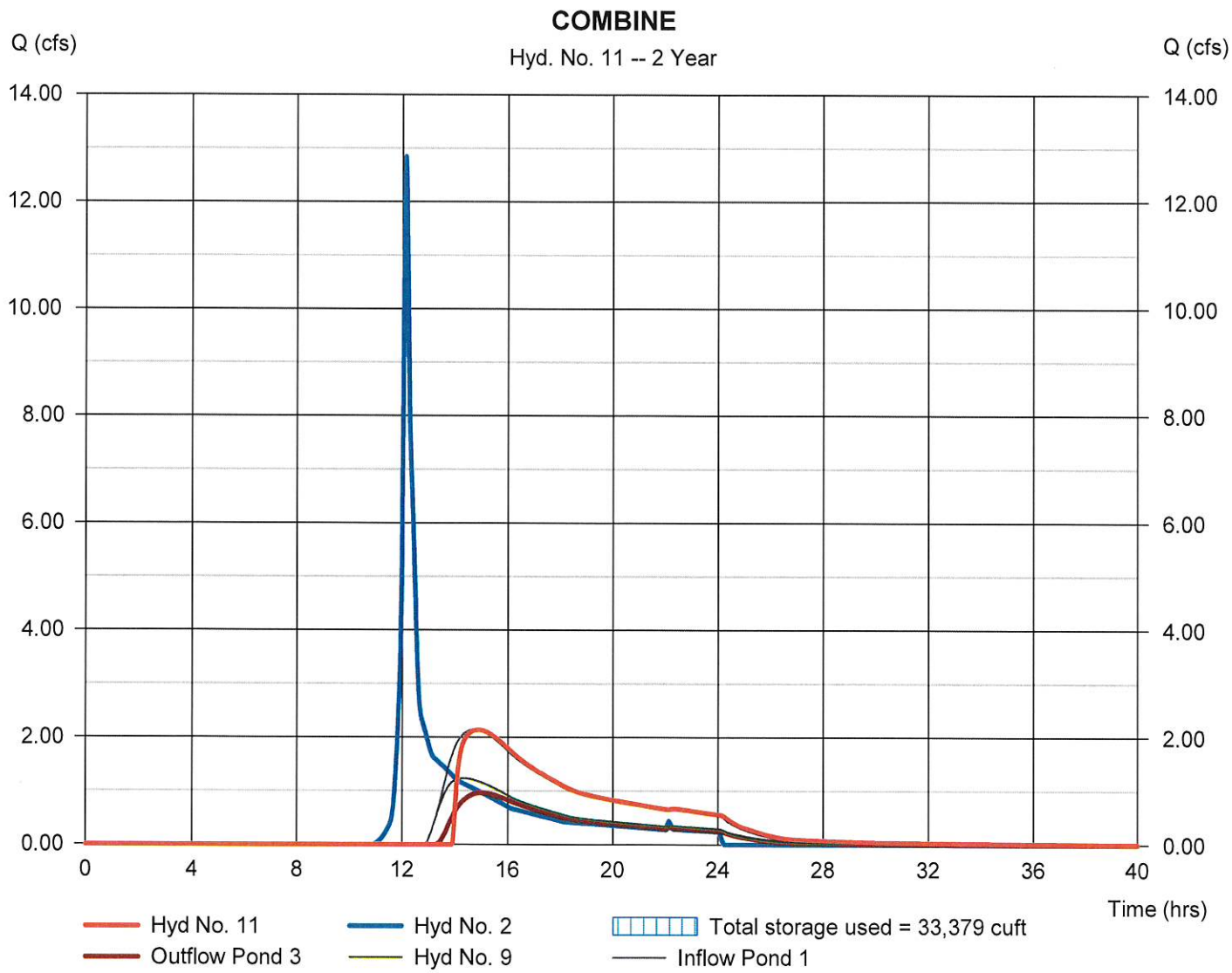
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Tuesday, 05 / 23 / 2023

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

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

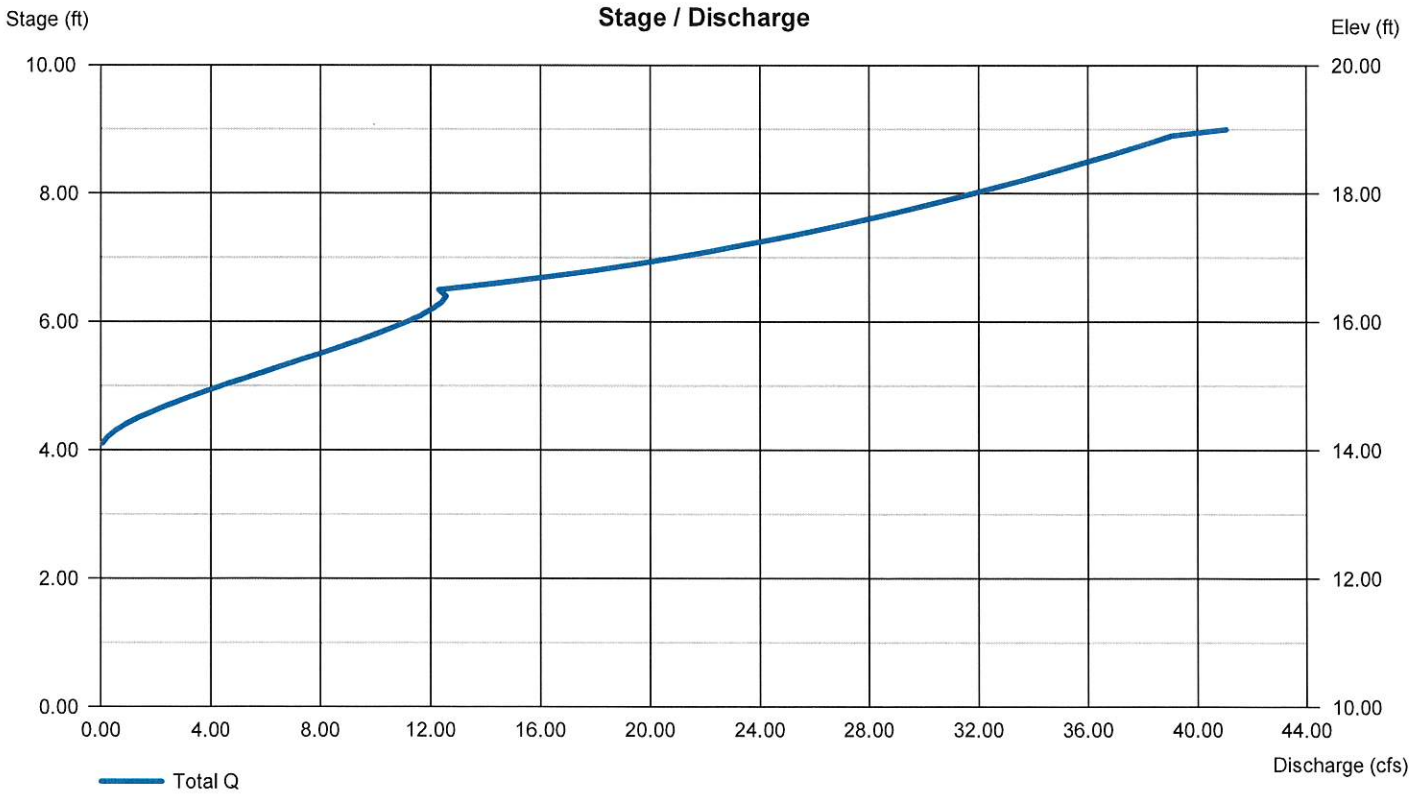
	[A]	[B]	[C]	[PrfRsr]
Rise (in)	= 30.00	0.00	0.00	0.00
Span (in)	= 30.00	0.00	0.00	0.00
No. Barrels	= 1	0	0	0
Invert El. (ft)	= 14.00	0.00	0.00	0.00
Length (ft)	= 132.00	0.00	0.00	0.00
Slope (%)	= 0.20	0.00	0.00	n/a
N-Value	= .013	.013	.013	n/a
Orifice Coeff.	= 0.60	0.60	0.60	0.60
Multi-Stage	= n/a	No	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

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

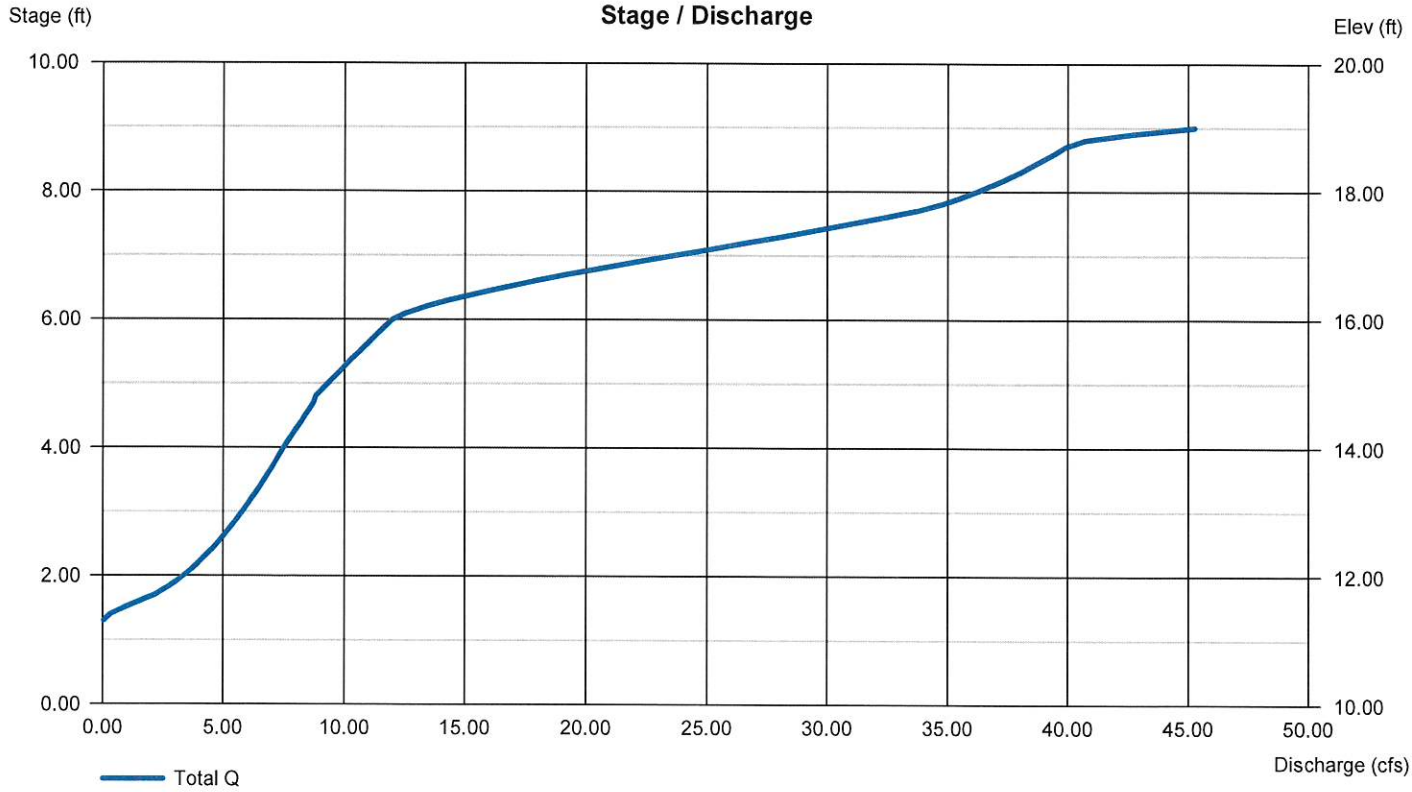
	[A]	[B]	[C]	[PrfRsr]
Rise (in)	= 24.00	6.00	0.00	0.00
Span (in)	= 24.00	6.00	0.00	0.00
No. Barrels	= 1	5	0	0
Invert El. (ft)	= 10.00	11.25	0.00	0.00
Length (ft)	= 50.00	0.50	0.00	0.00
Slope (%)	= 0.50	0.50	0.00	n/a
N-Value	= .013	.013	.013	n/a
Orifice Coeff.	= 0.60	0.60	0.60	0.60
Multi-Stage	= n/a	Yes	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).



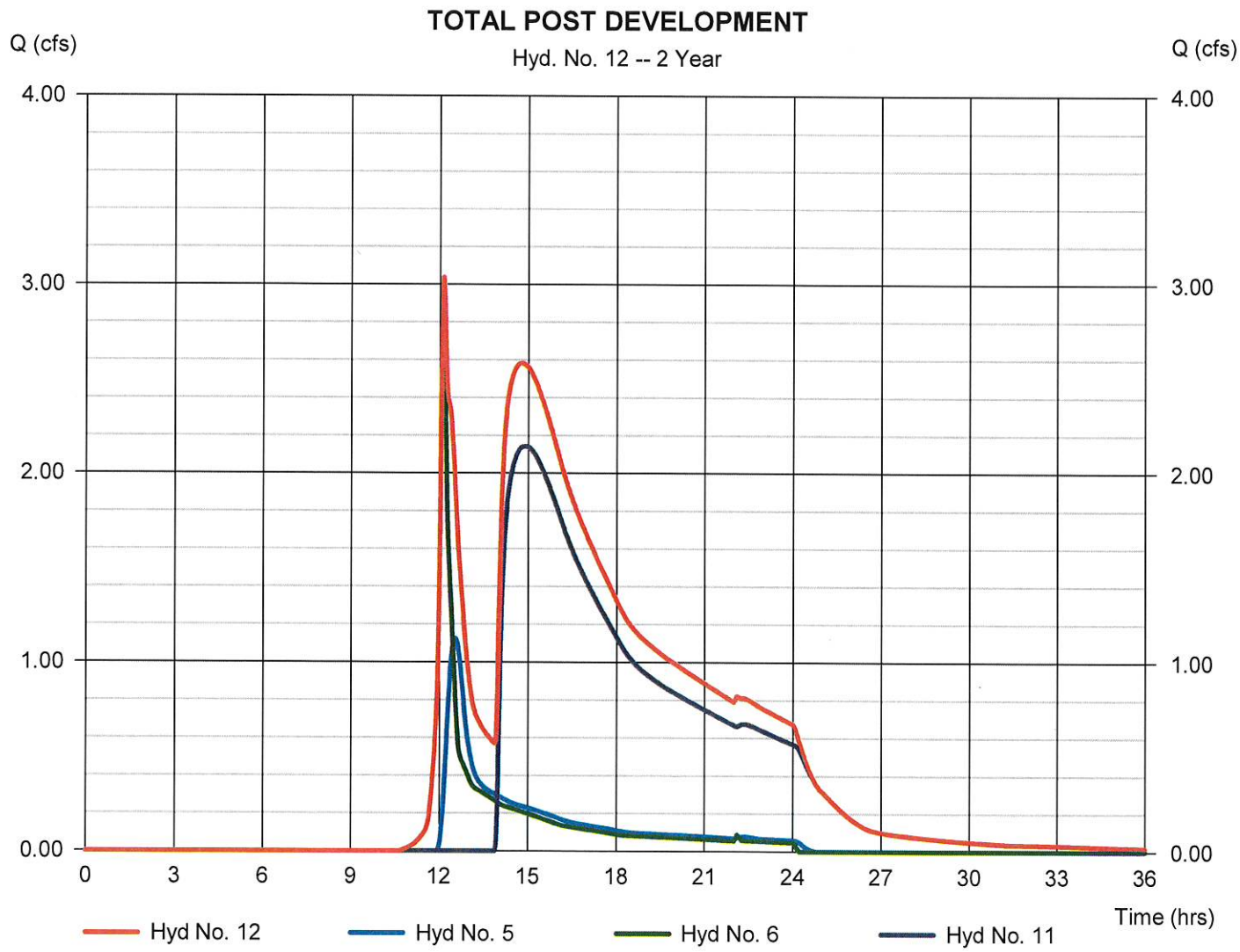
Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Tuesday, 05 / 23 / 2023

Hyd. No. 12

TOTAL POST DEVELOPMENT

Hydrograph type	= Combine	Peak discharge	= 3.038 cfs
Storm frequency	= 2 yrs	Time to peak	= 12.13 hrs
Time interval	= 1 min	Hyd. volume	= 64,433 cuft
Inflow hyds.	= 5, 6, 11	Contrib. drain. area	= 4.120 ac



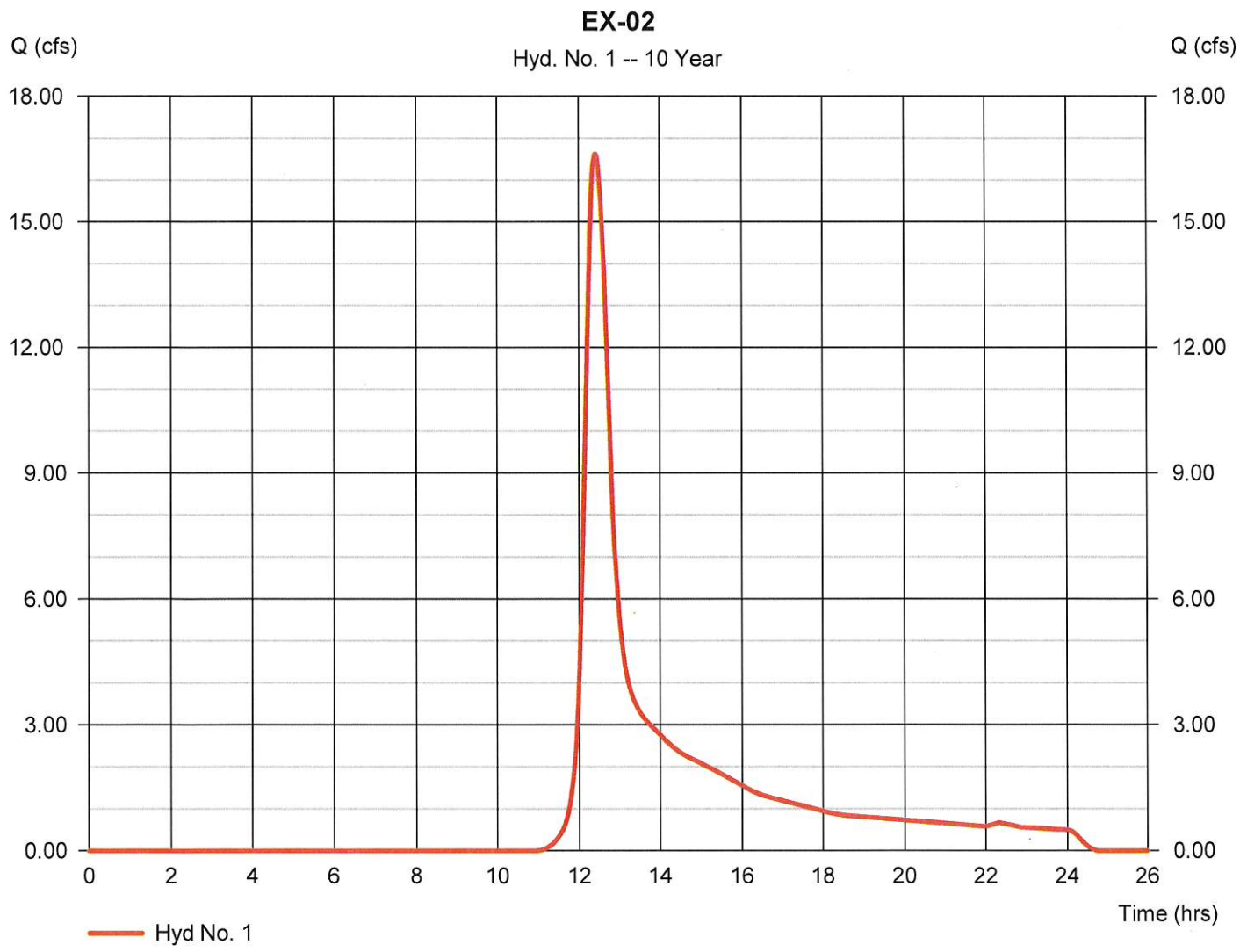
Hydrograph Report

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

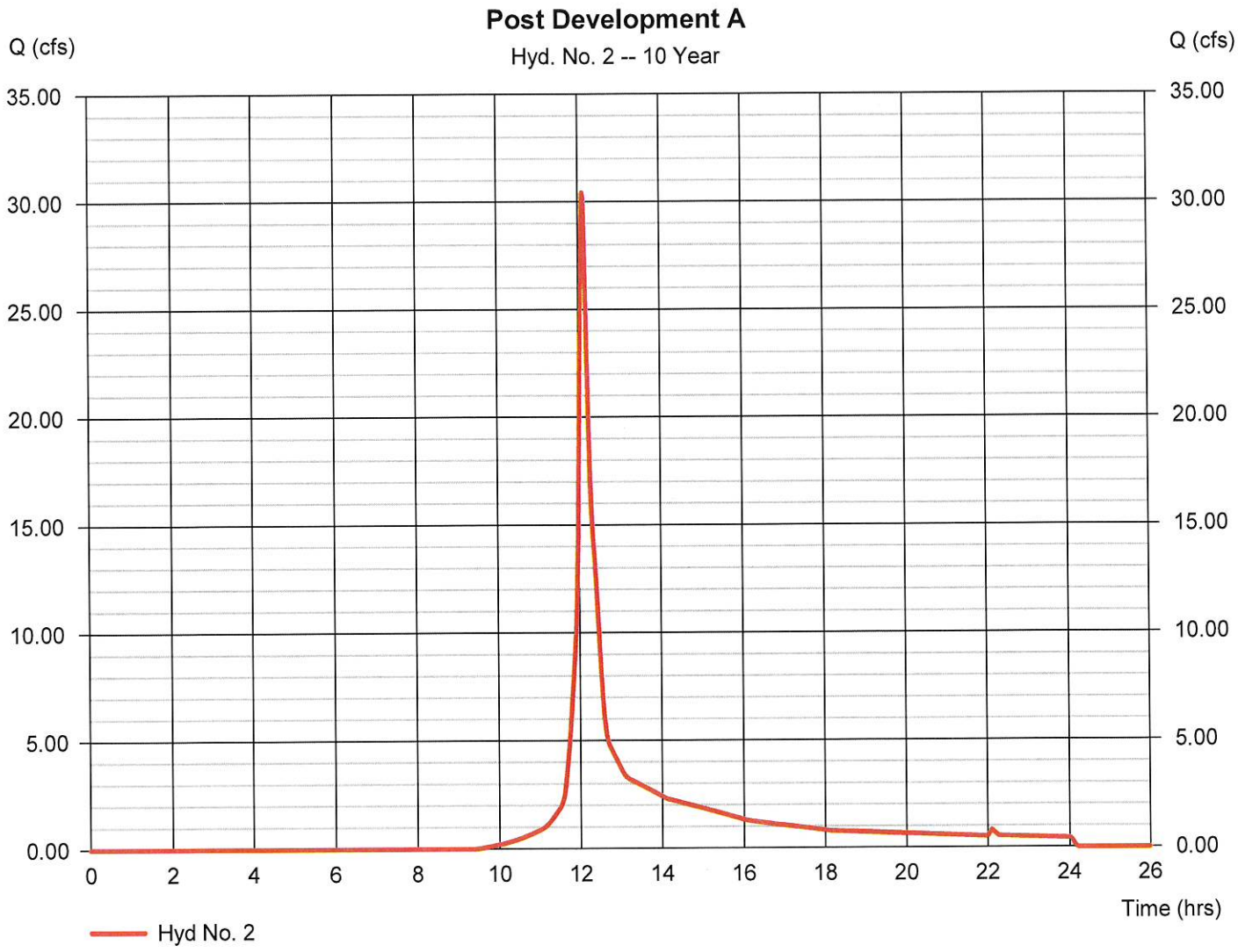
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Tuesday, 05 / 23 / 2023

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 x 61) + (0.690 x 39)] / 7.510



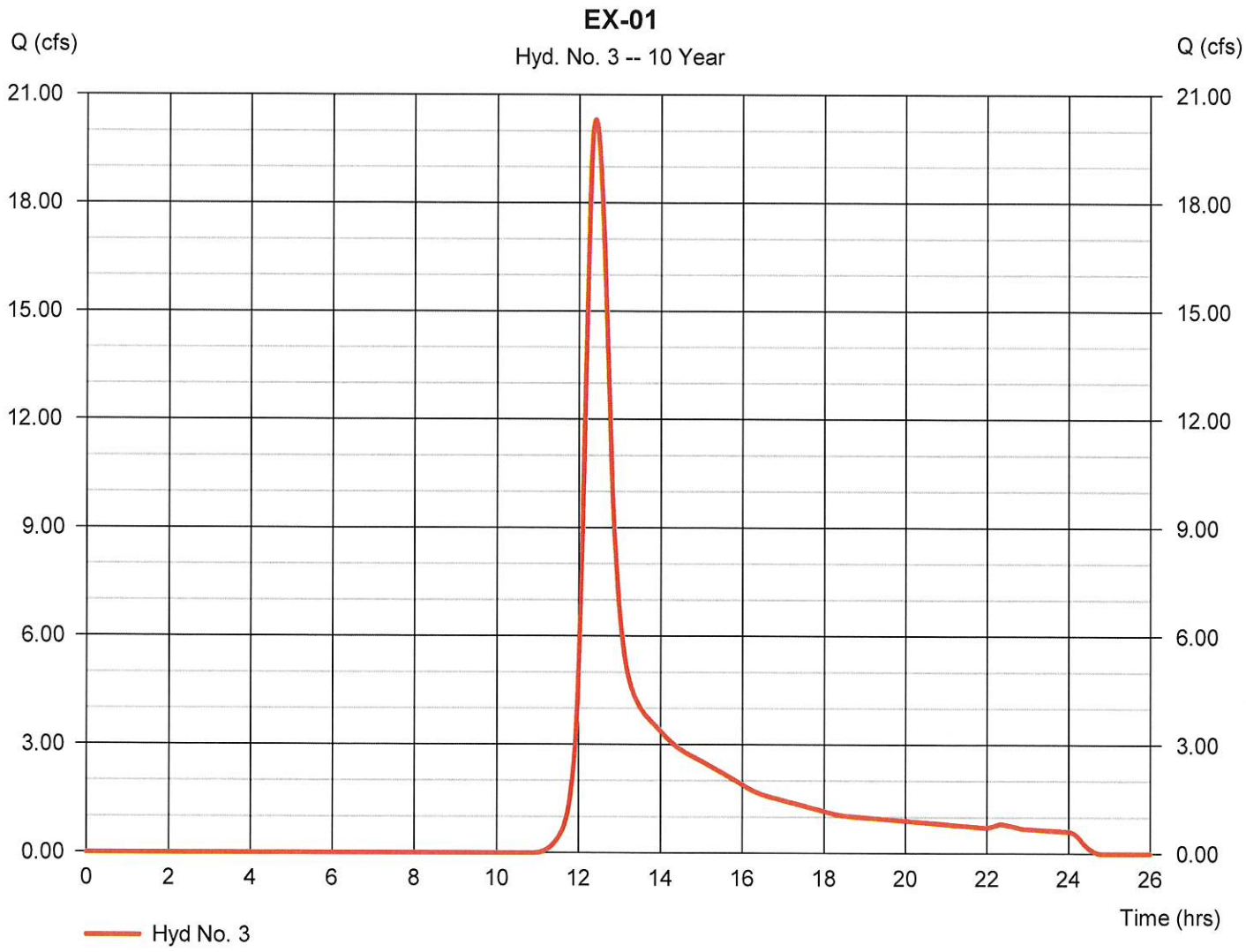
Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Tuesday, 05 / 23 / 2023

Hyd. No. 3

EX-01

Hydrograph type	= SCS Runoff	Peak discharge	= 20.32 cfs
Storm frequency	= 10 yrs	Time to peak	= 12.42 hrs
Time interval	= 1 min	Hyd. volume	= 117,429 cuft
Drainage area	= 12.050 ac	Curve number	= 49
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 30.50 min
Total precip.	= 8.85 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484



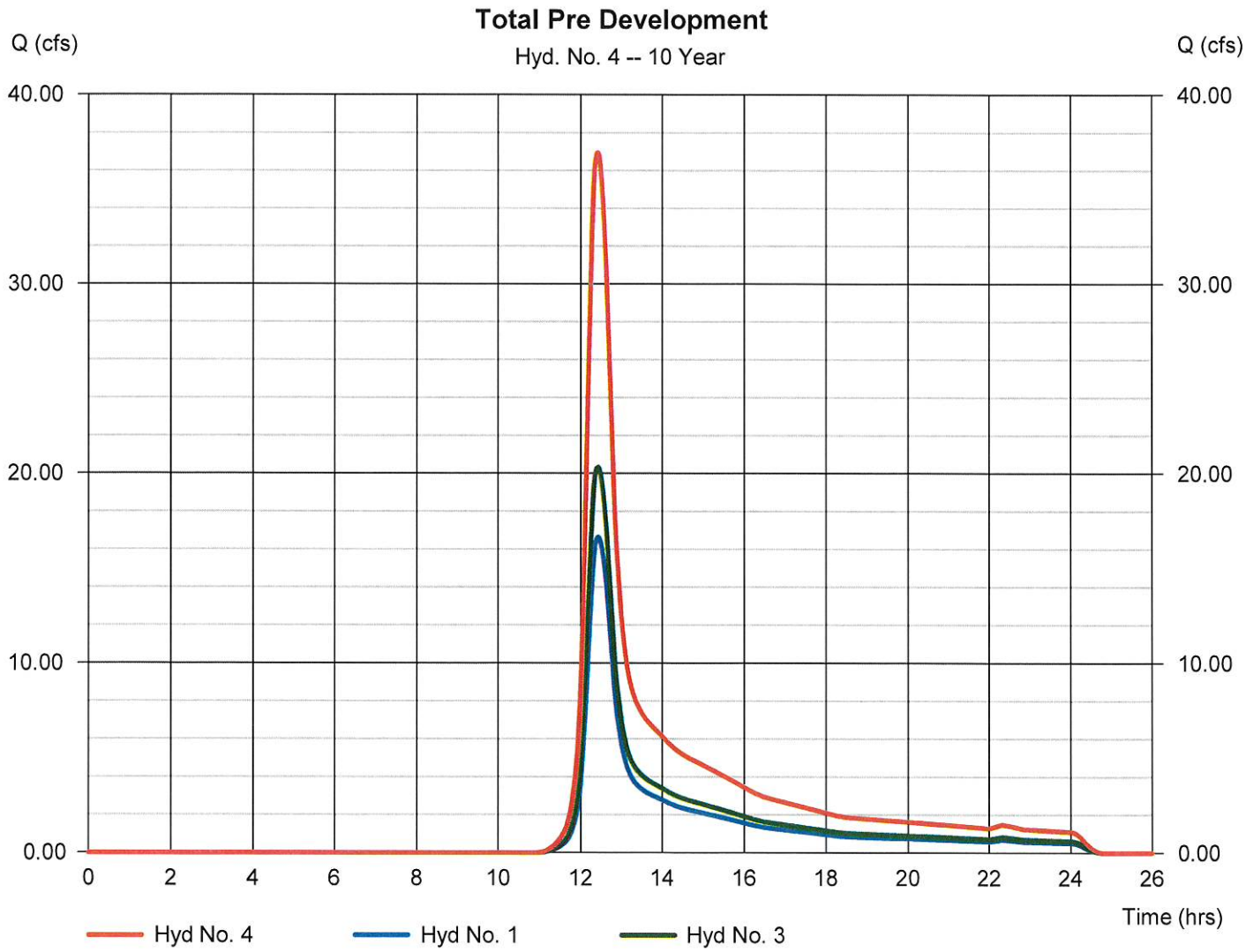
Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Tuesday, 05 / 23 / 2023

Hyd. No. 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

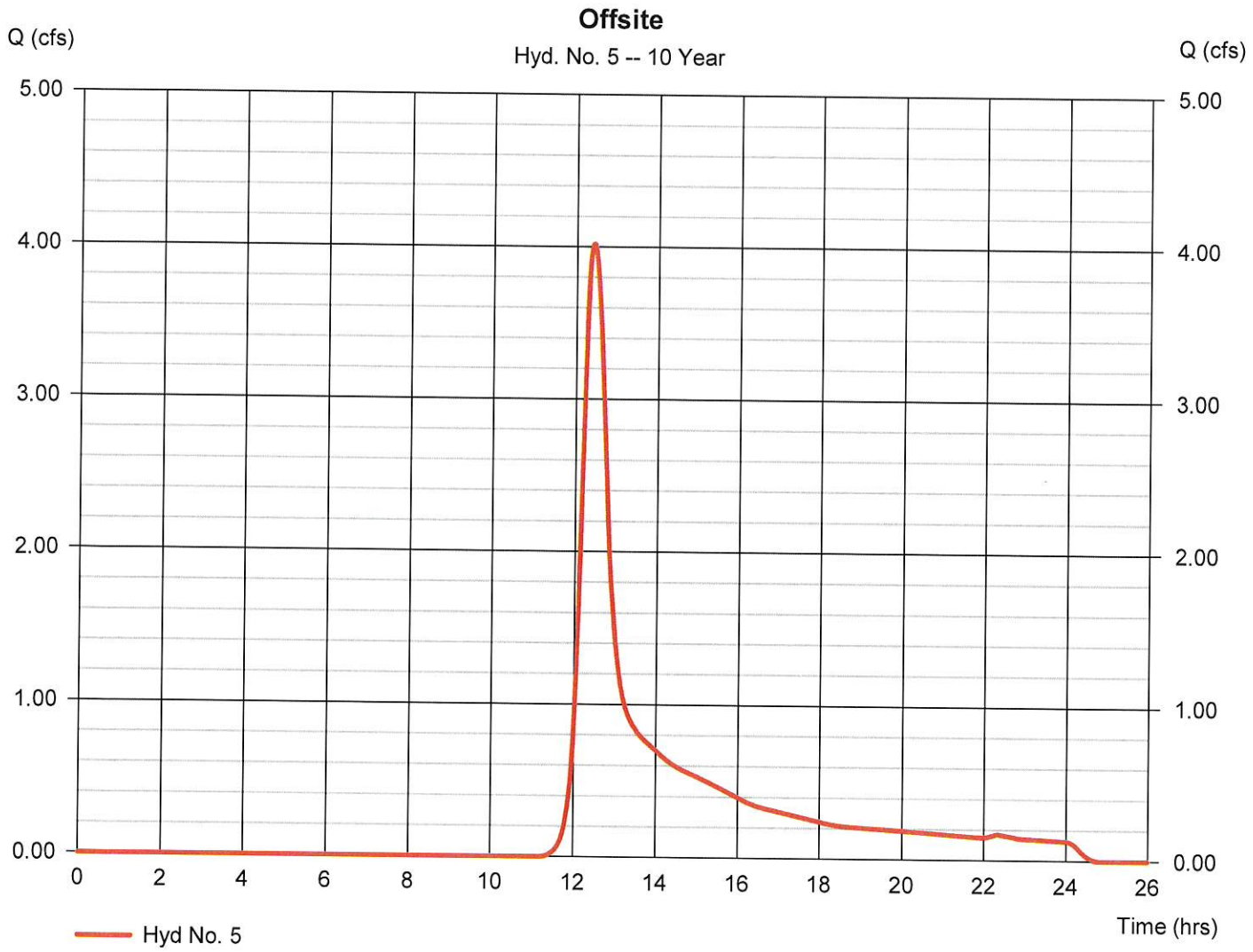
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

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



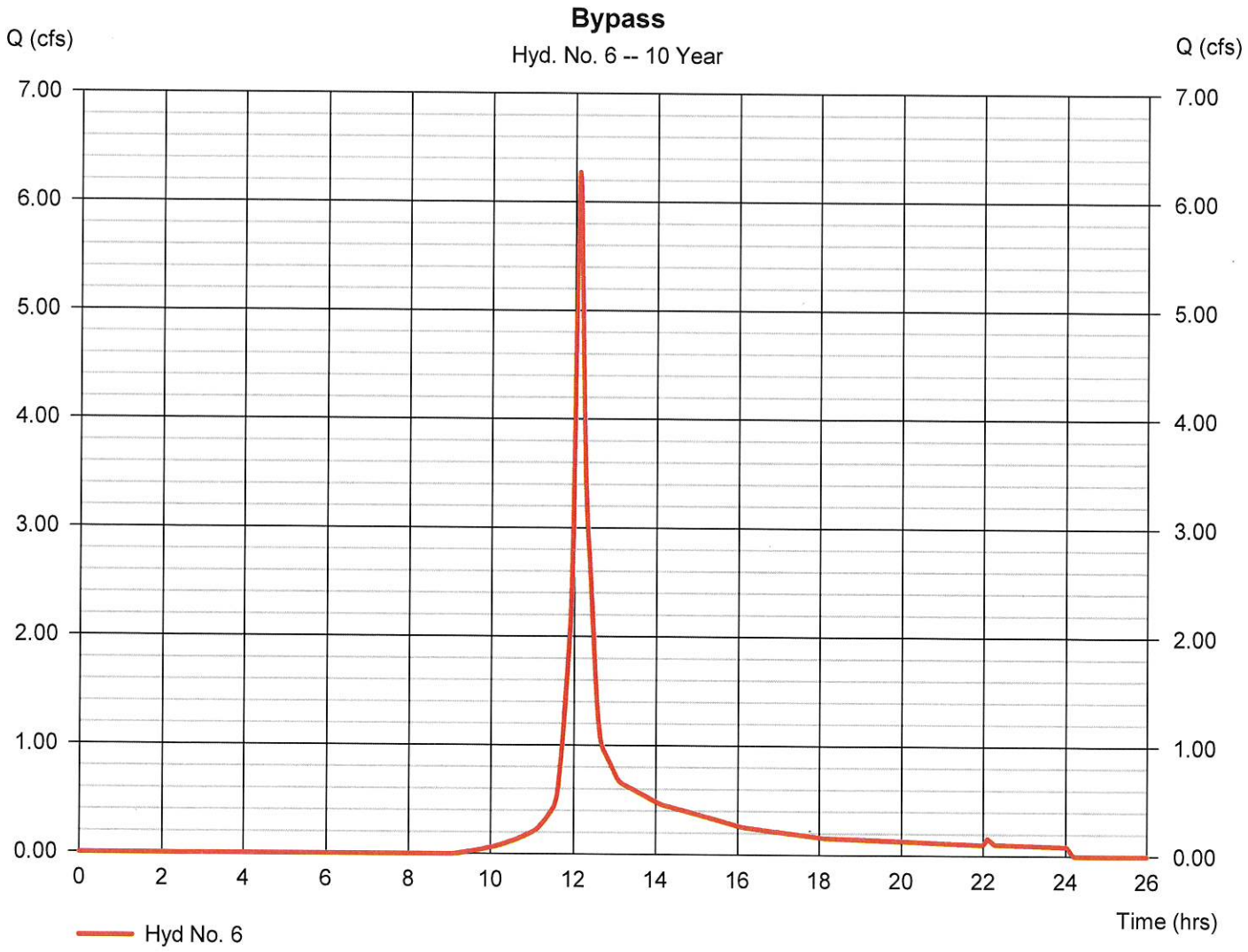
Hydrograph Report

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

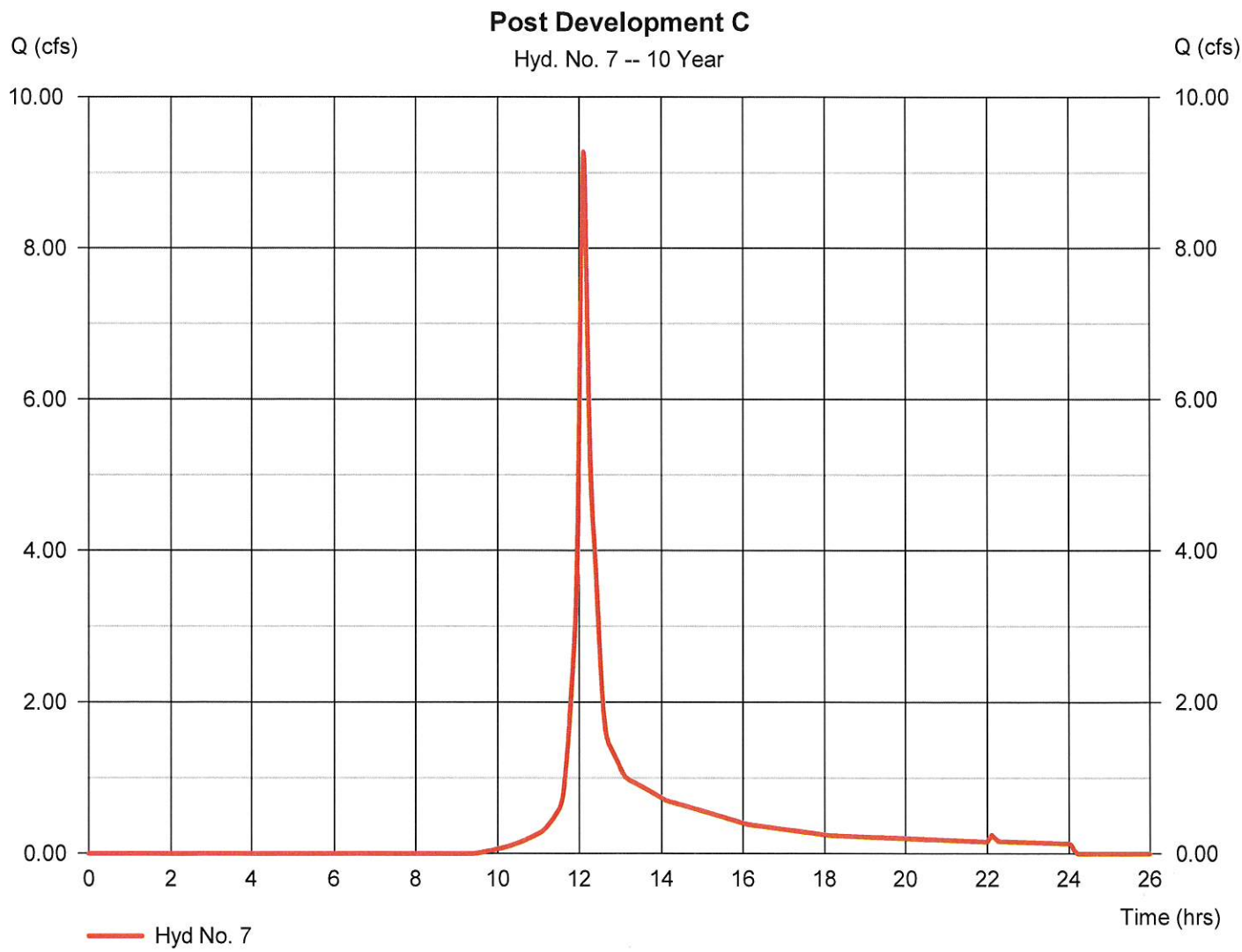
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Tuesday, 05 / 23 / 2023

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 x 61) + (0.300 x 39)] / 2.290



Hydrograph Report

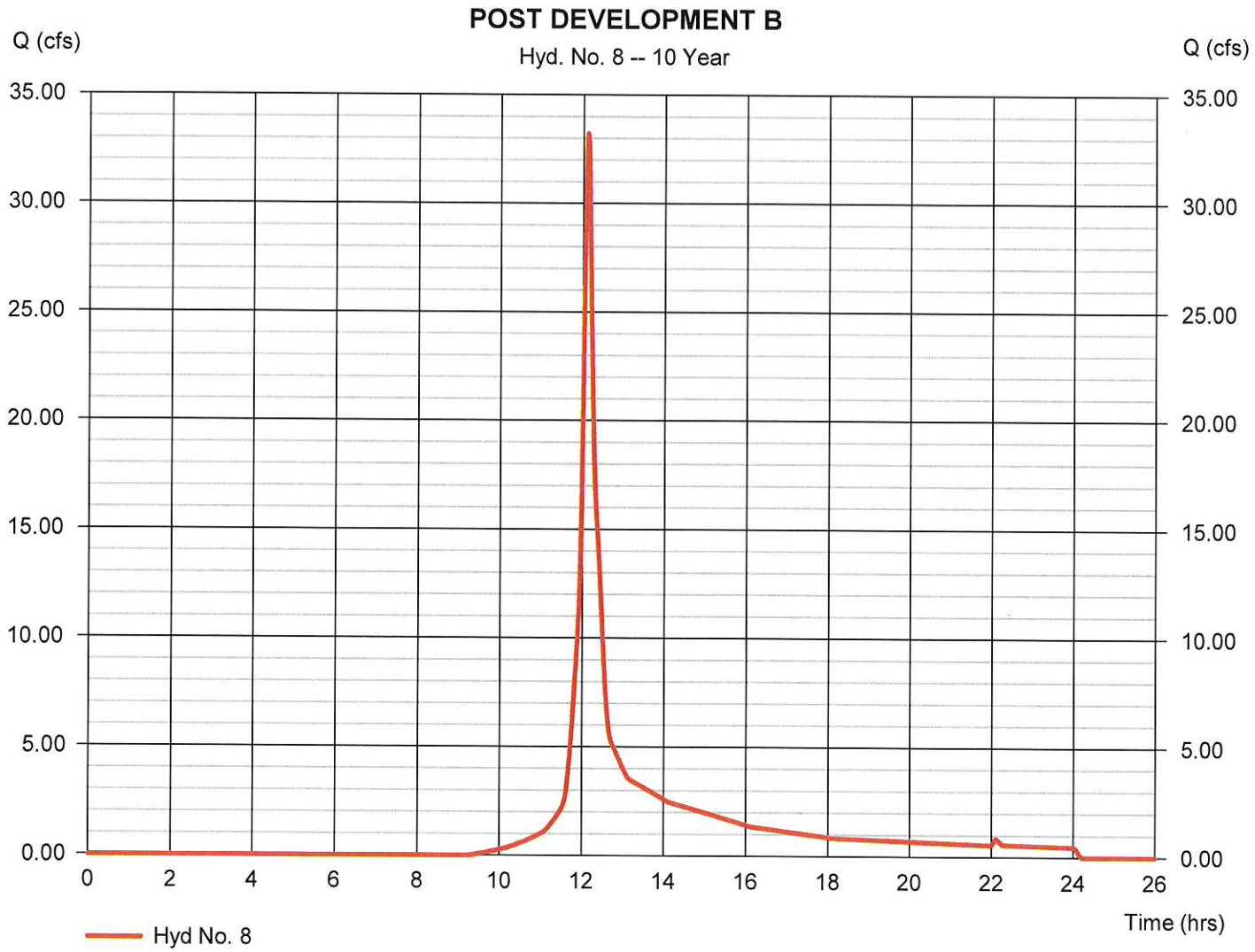
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Tuesday, 05 / 23 / 2023

Hyd. No. 8

POST DEVELOPMENT B

Hydrograph type	= SCS Runoff	Peak discharge	= 33.23 cfs
Storm frequency	= 10 yrs	Time to peak	= 12.12 hrs
Time interval	= 1 min	Hyd. volume	= 114,671 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.	= 8.85 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484

* Composite (Area/CN) = [(7.410 x 61) + (0.520 x 39)] / 7.930



Hydrograph Report

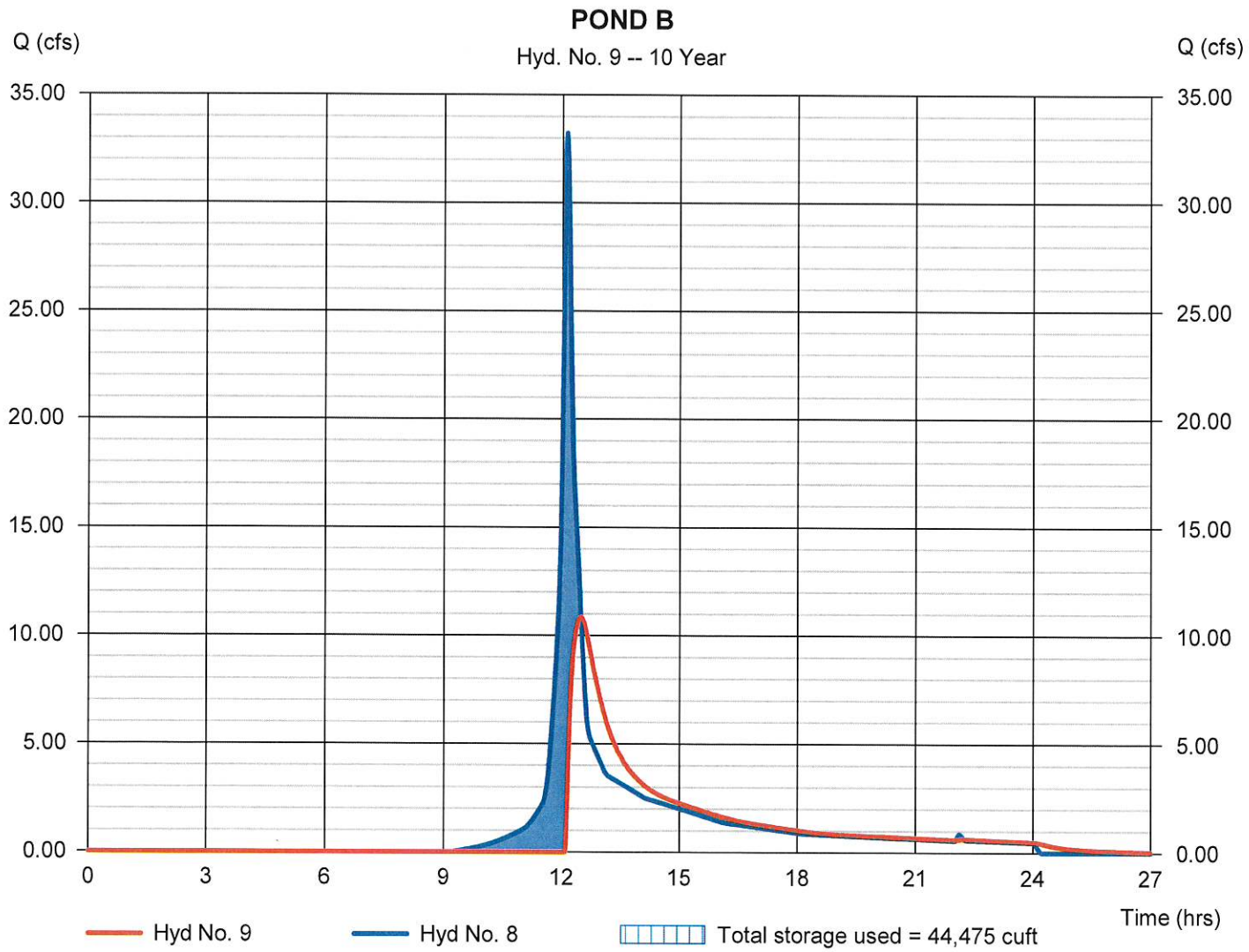
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Tuesday, 05 / 23 / 2023

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

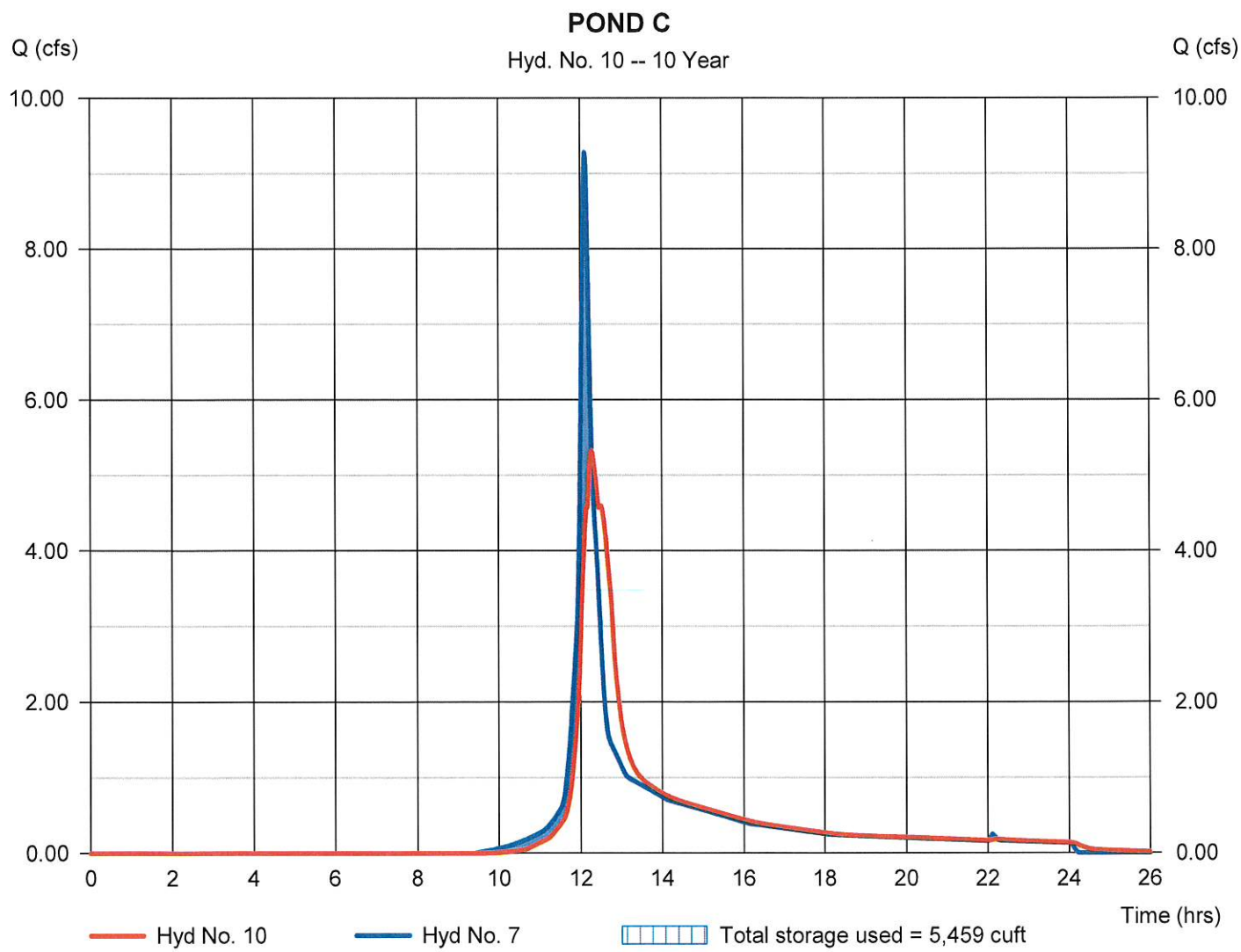
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Tuesday, 05 / 23 / 2023

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

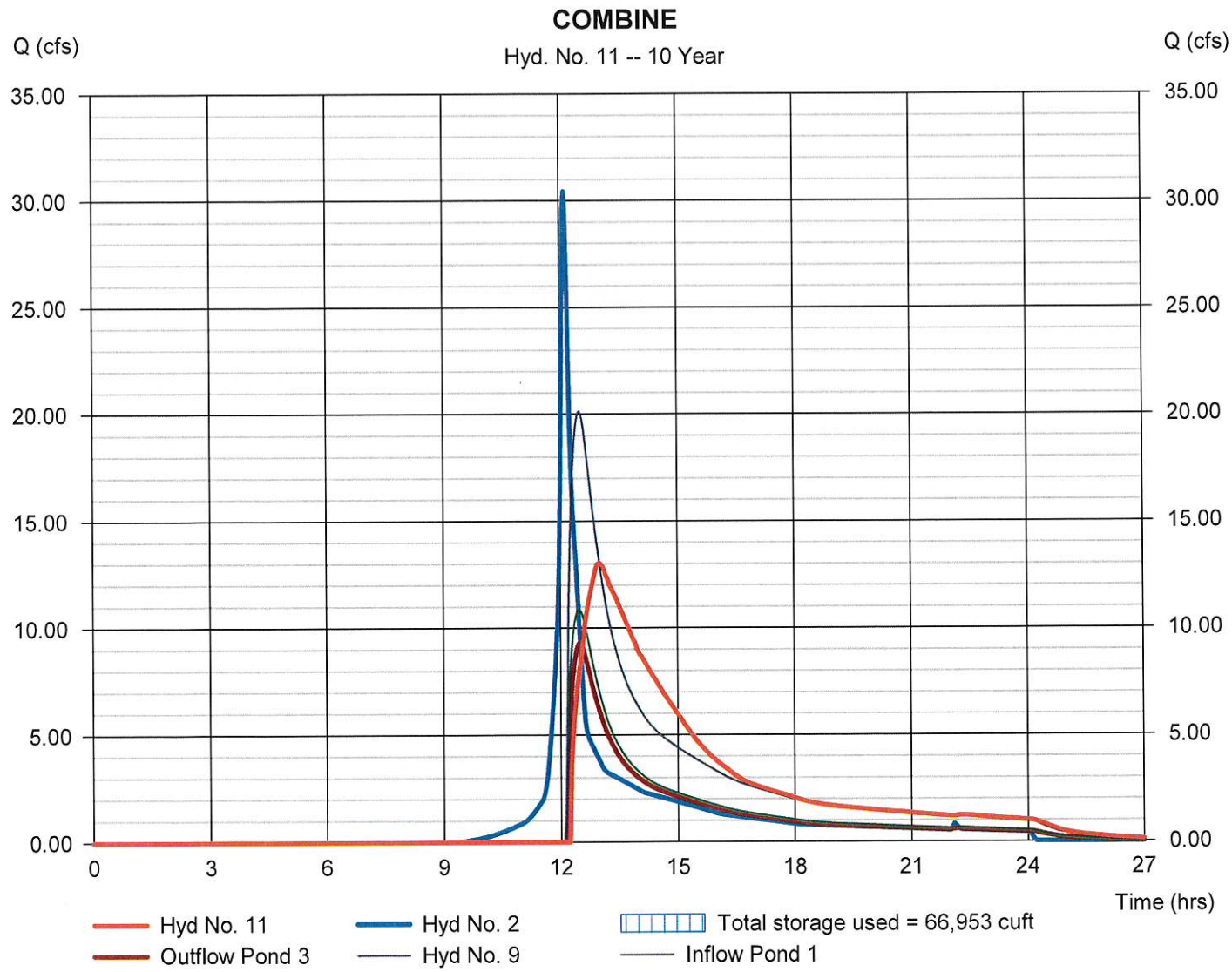
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Tuesday, 05 / 23 / 2023

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.



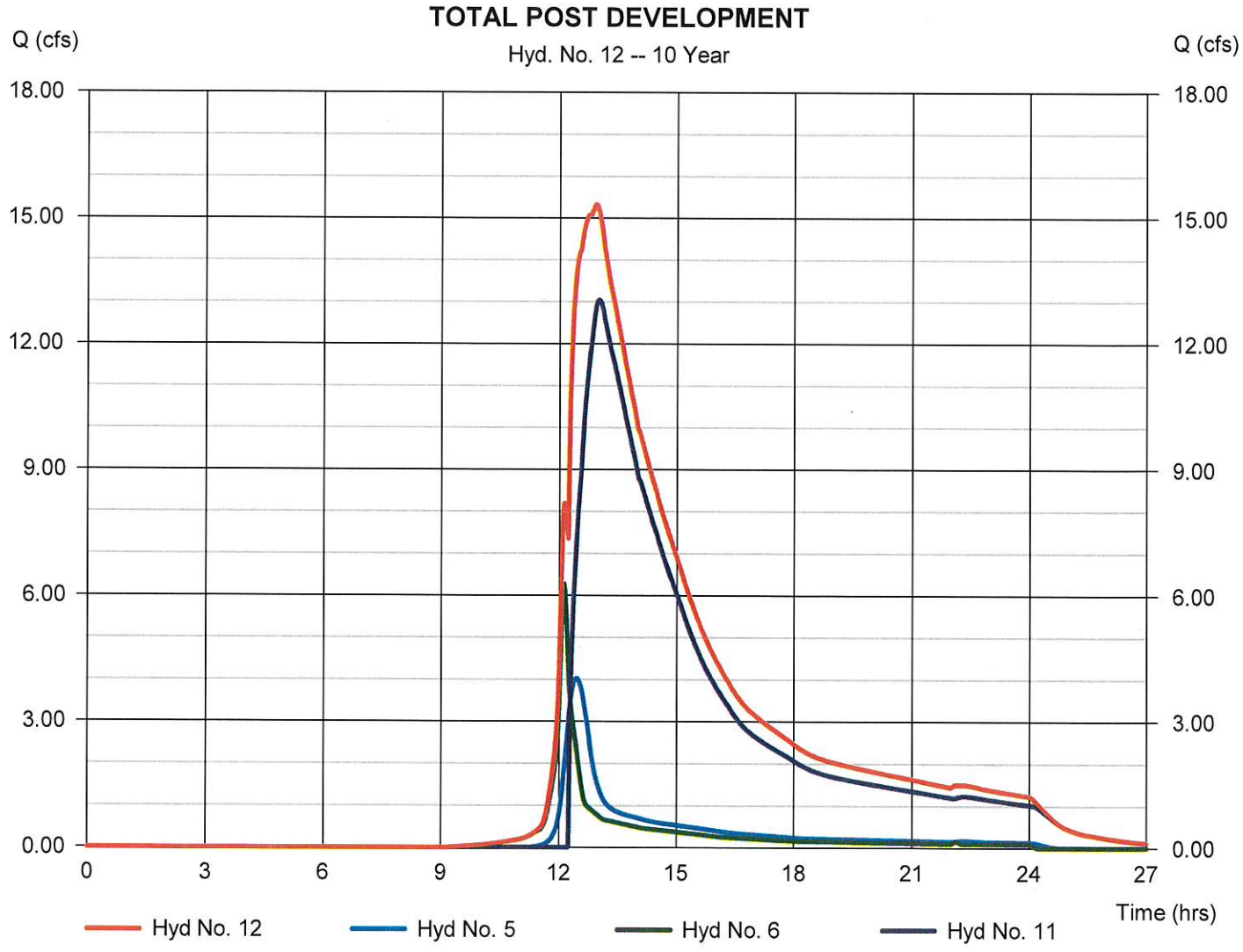
Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Tuesday, 05 / 23 / 2023

Hyd. No. 12

TOTAL POST DEVELOPMENT

Hydrograph type	= Combine	Peak discharge	= 15.33 cfs
Storm frequency	= 10 yrs	Time to peak	= 12.93 hrs
Time interval	= 1 min	Hyd. volume	= 211,627 cuft
Inflow hyds.	= 5, 6, 11	Contrib. drain. area	= 4.120 ac



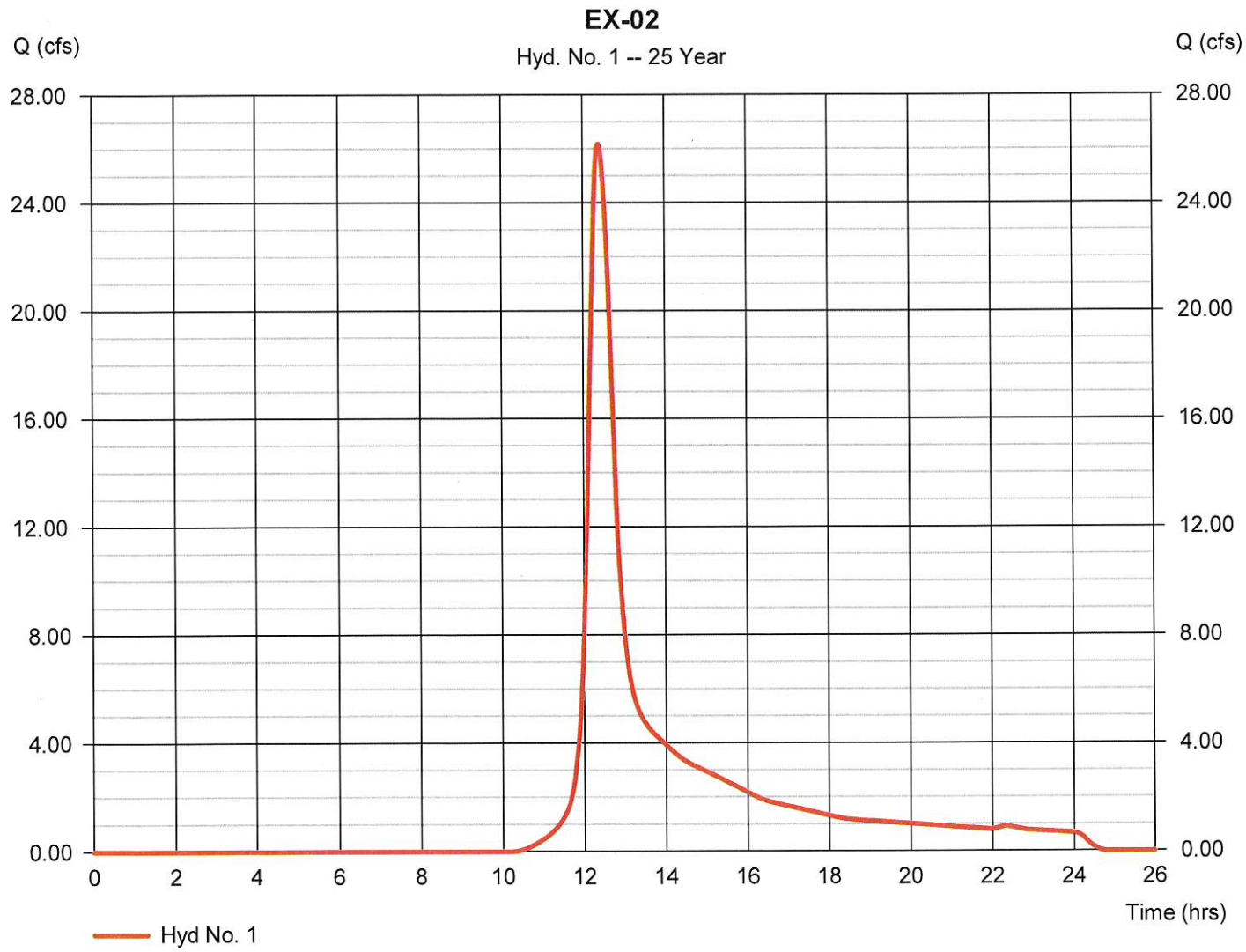
Hydrograph Report

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

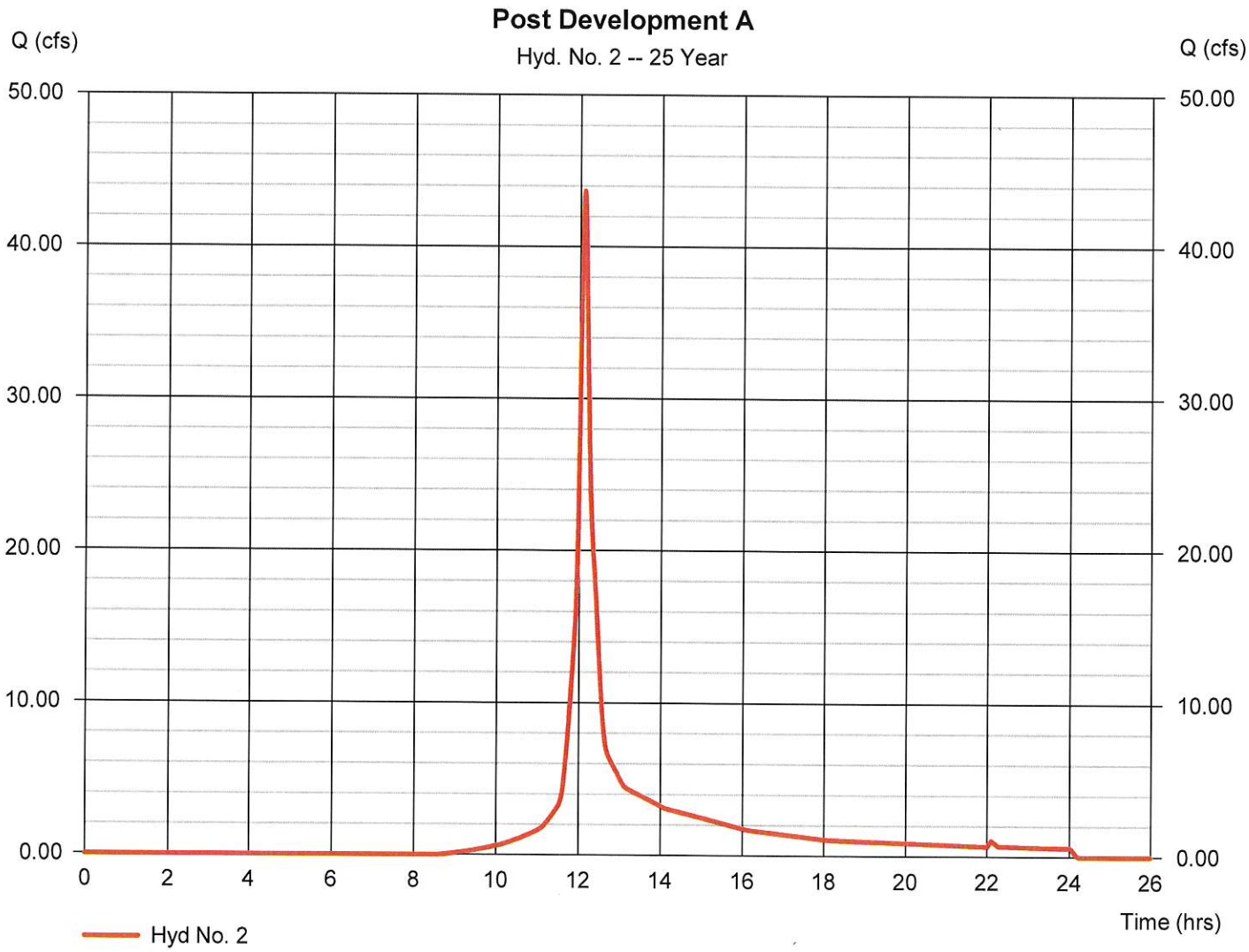
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Tuesday, 05 / 23 / 2023

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 x 61) + (0.690 x 39)] / 7.510



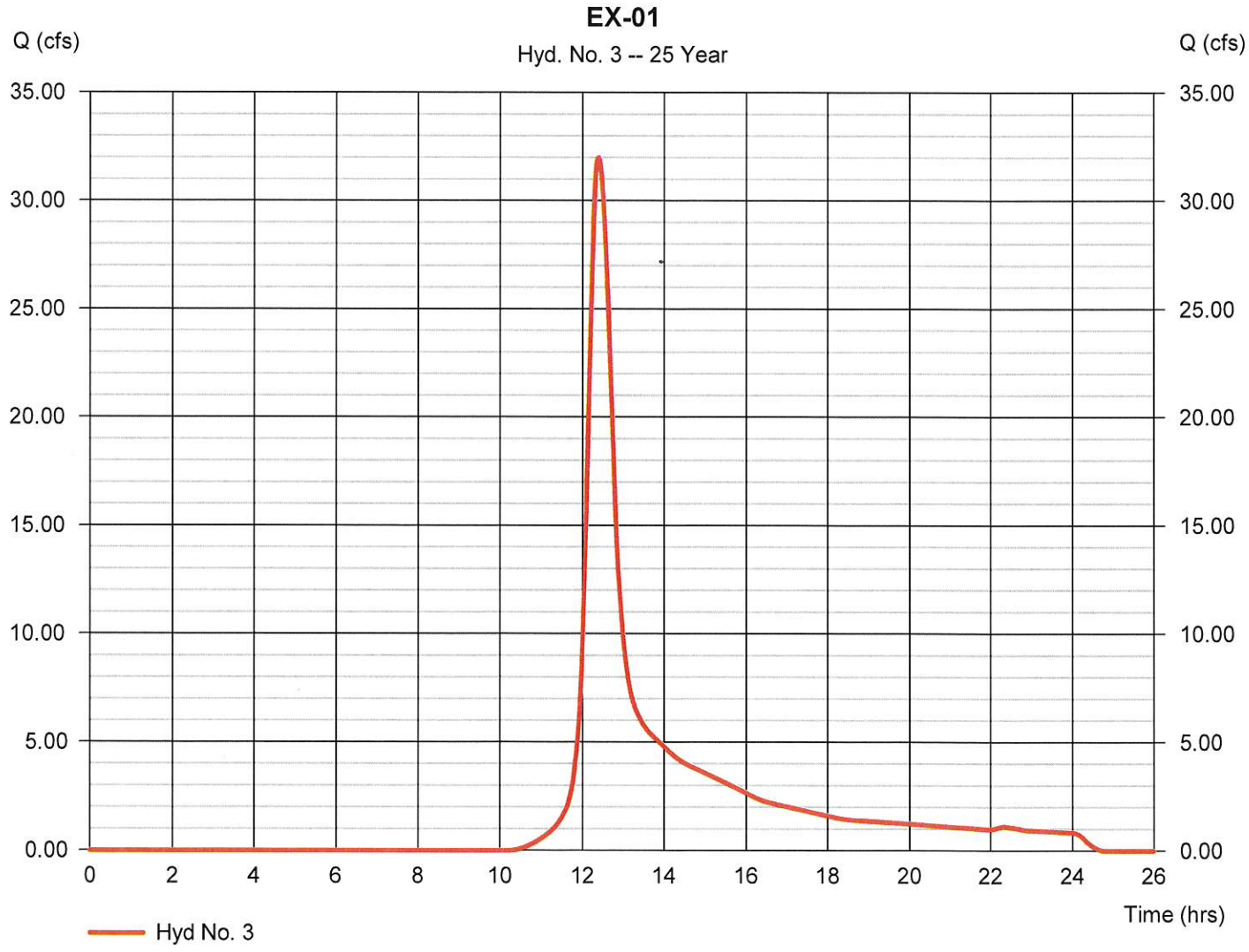
Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Tuesday, 05 / 23 / 2023

Hyd. No. 3

EX-01

Hydrograph type	= SCS Runoff	Peak discharge	= 32.01 cfs
Storm frequency	= 25 yrs	Time to peak	= 12.40 hrs
Time interval	= 1 min	Hyd. volume	= 178,081 cuft
Drainage area	= 12.050 ac	Curve number	= 49
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= TR55	Time of conc. (Tc)	= 30.50 min
Total precip.	= 10.90 in	Distribution	= Type III
Storm duration	= 24 hrs	Shape factor	= 484



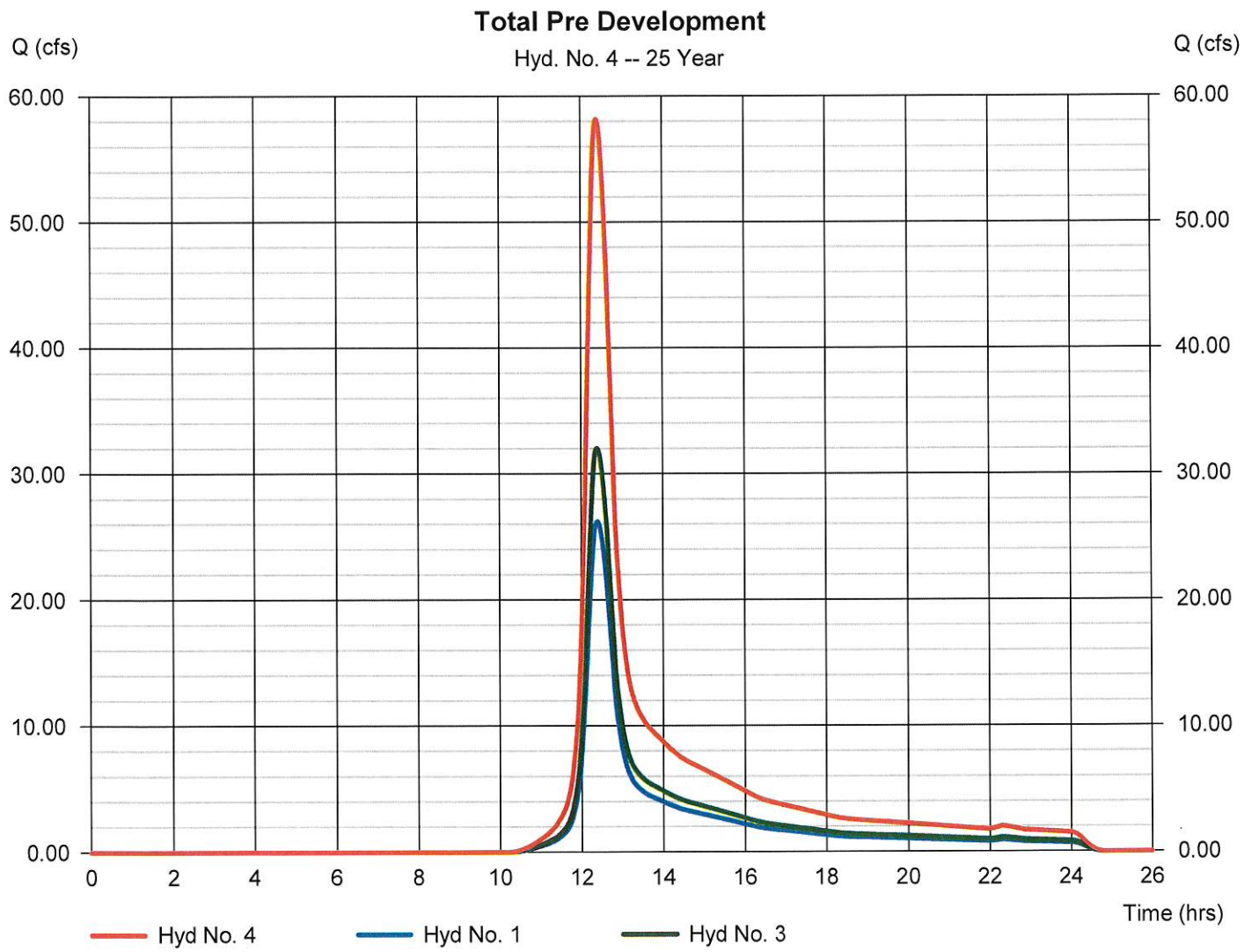
Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Tuesday, 05 / 23 / 2023

Hyd. No. 4

Total Pre Development

Hydrograph type	= Combine	Peak discharge	= 58.20 cfs
Storm frequency	= 25 yrs	Time to peak	= 12.40 hrs
Time interval	= 1 min	Hyd. volume	= 323,796 cuft
Inflow hyds.	= 1, 3	Contrib. drain. area	= 21.910 ac



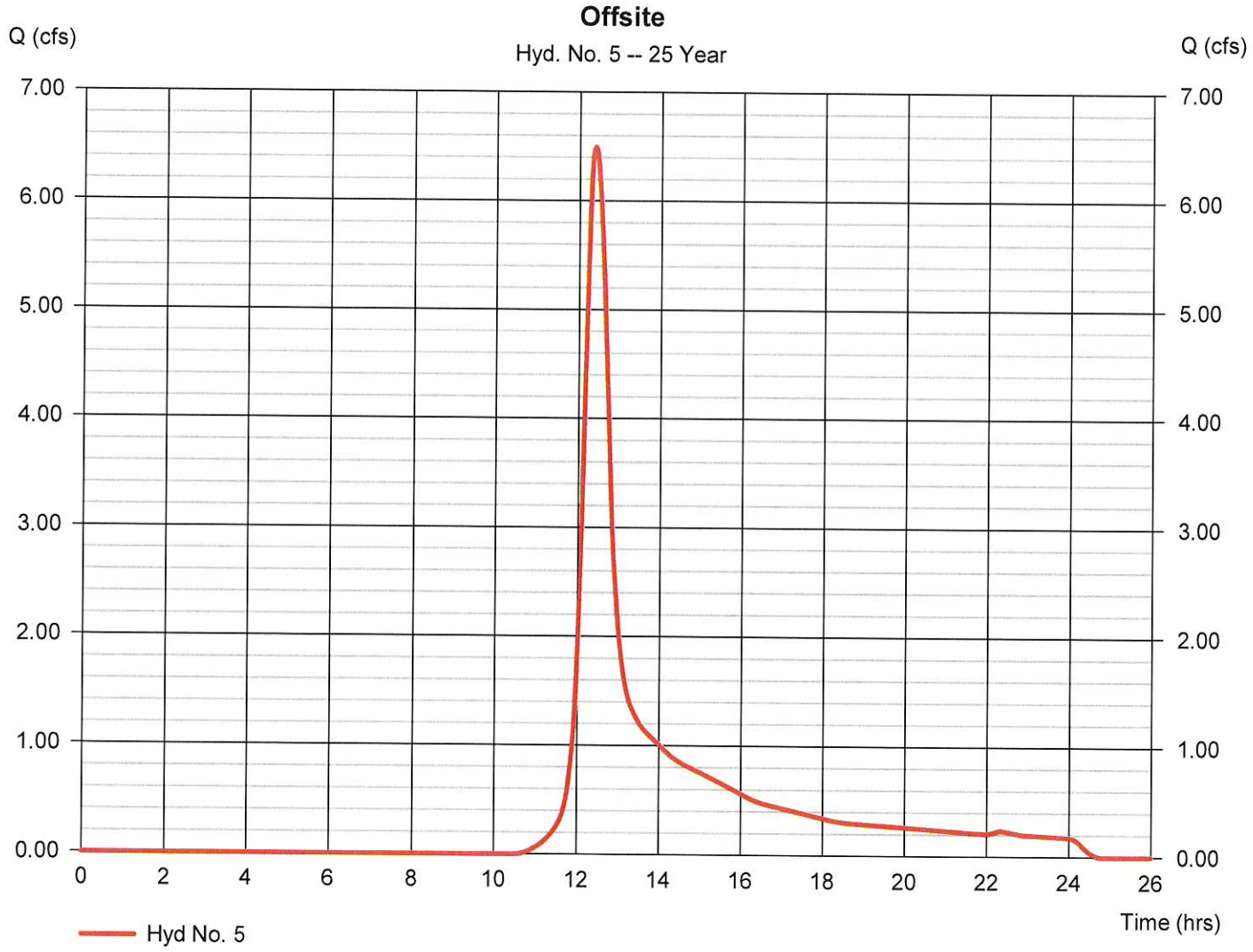
Hydrograph Report

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	= 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



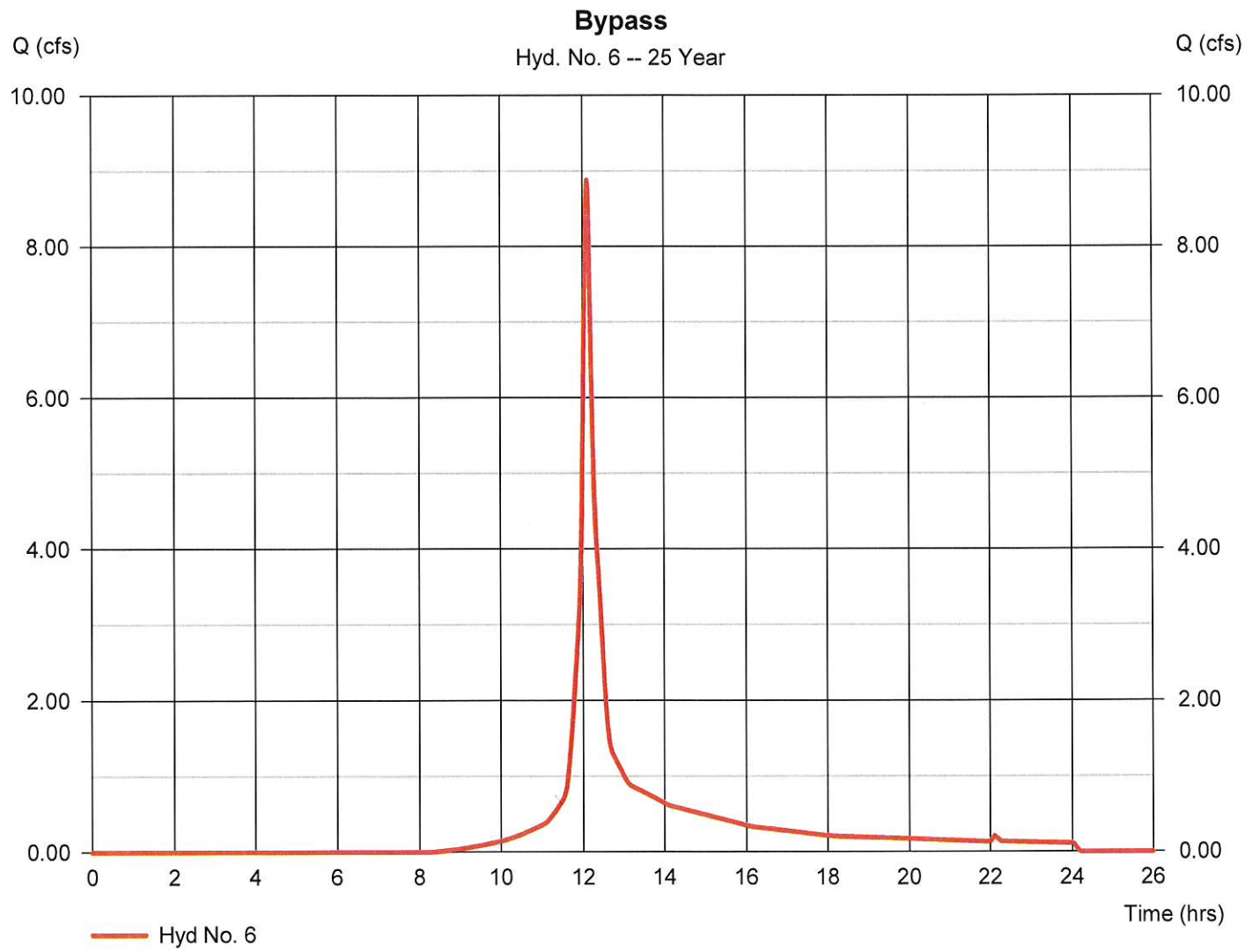
Hydrograph Report

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

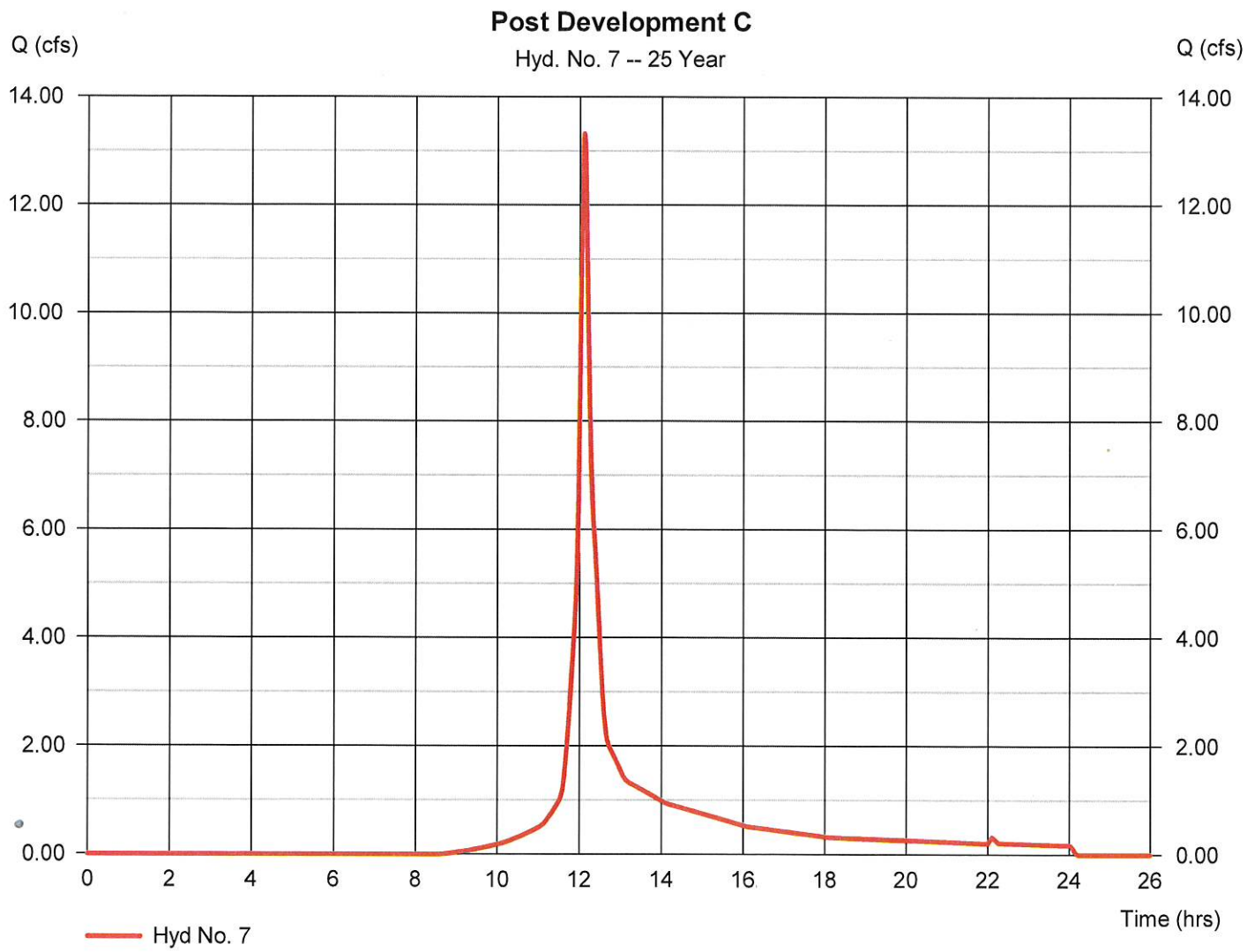
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Tuesday, 05 / 23 / 2023

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 x 61) + (0.300 x 39)] / 2.290



Hydrograph Report

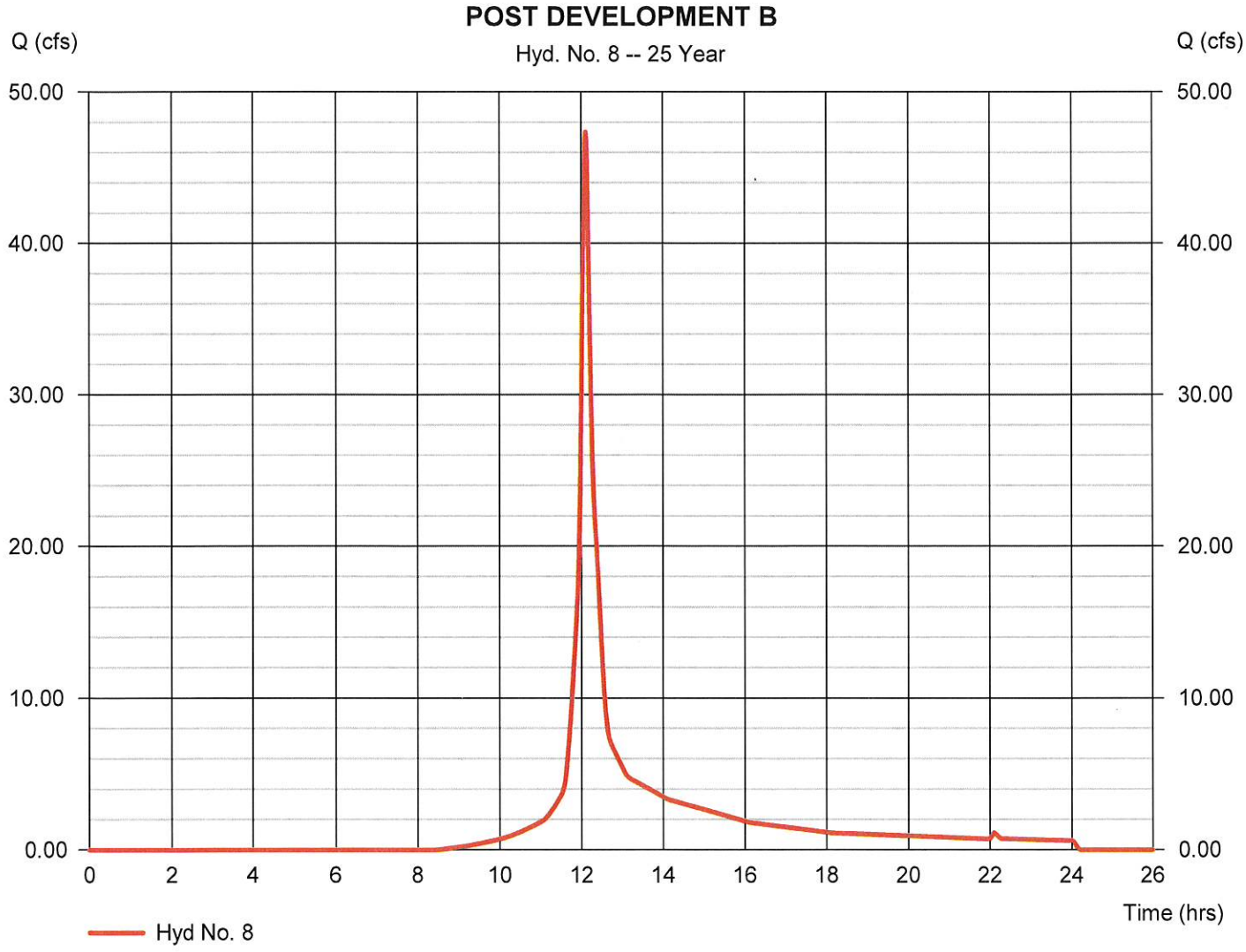
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Tuesday, 05 / 23 / 2023

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 x 61) + (0.520 x 39)] / 7.930



Hydrograph Report

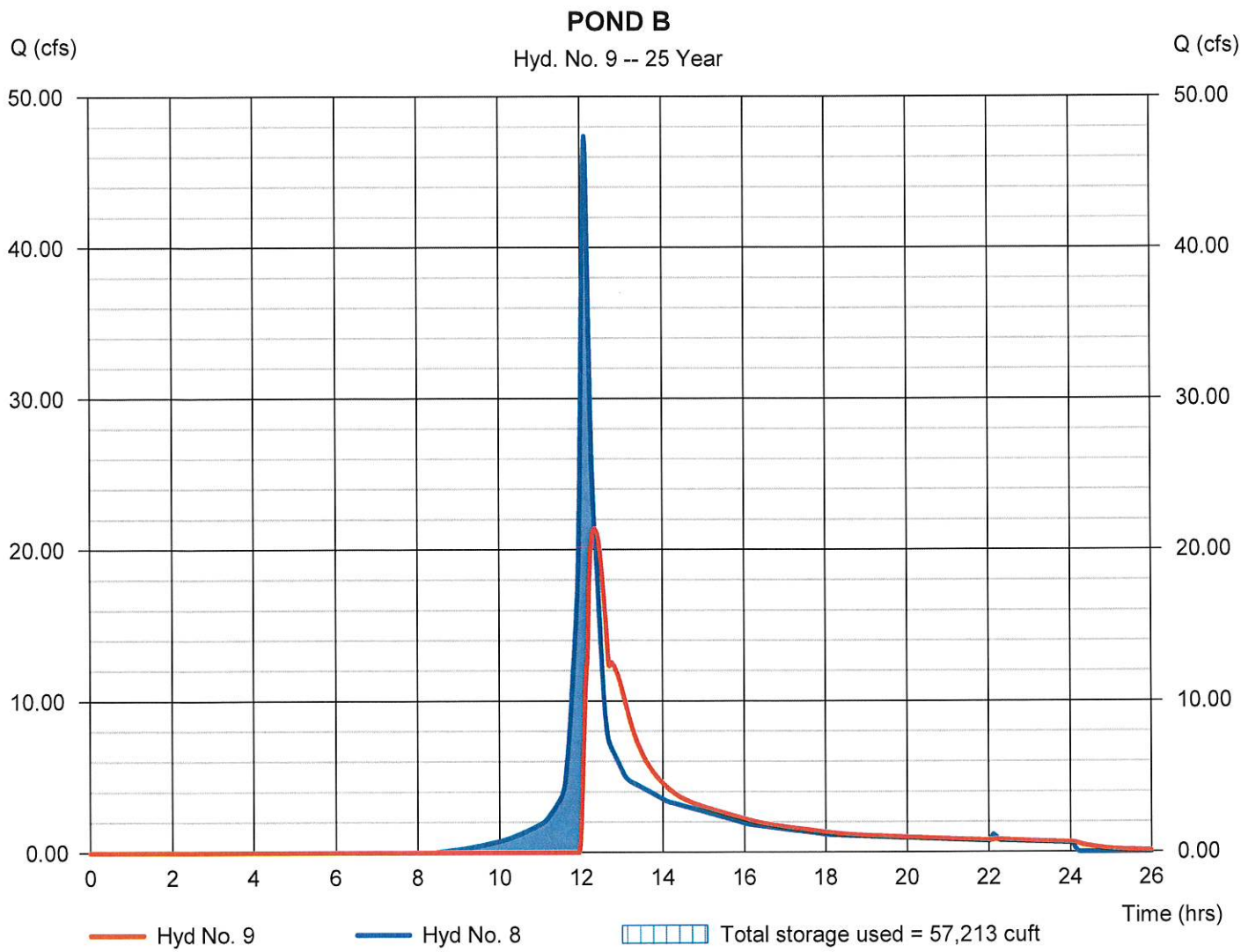
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Tuesday, 05 / 23 / 2023

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

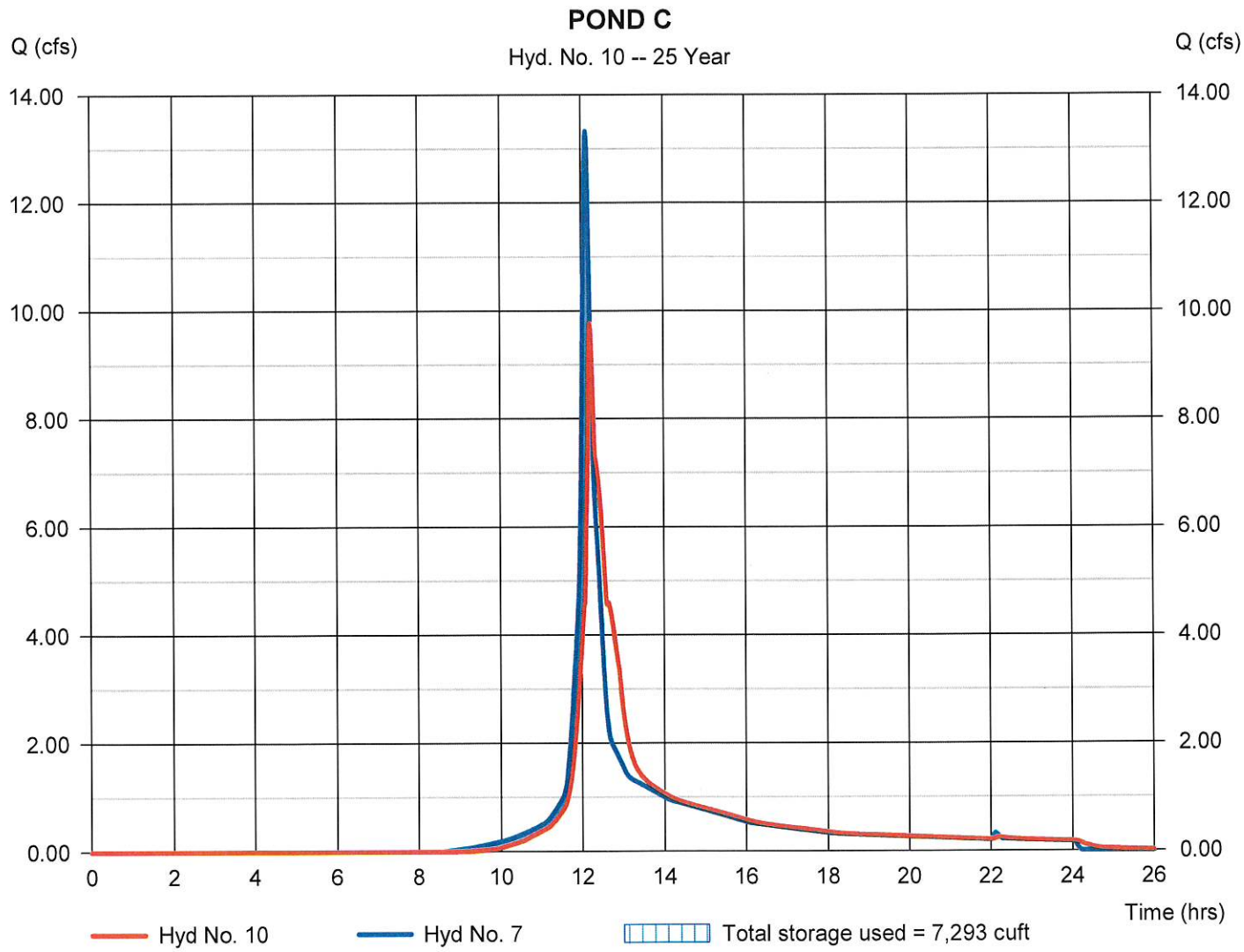
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Tuesday, 05 / 23 / 2023

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

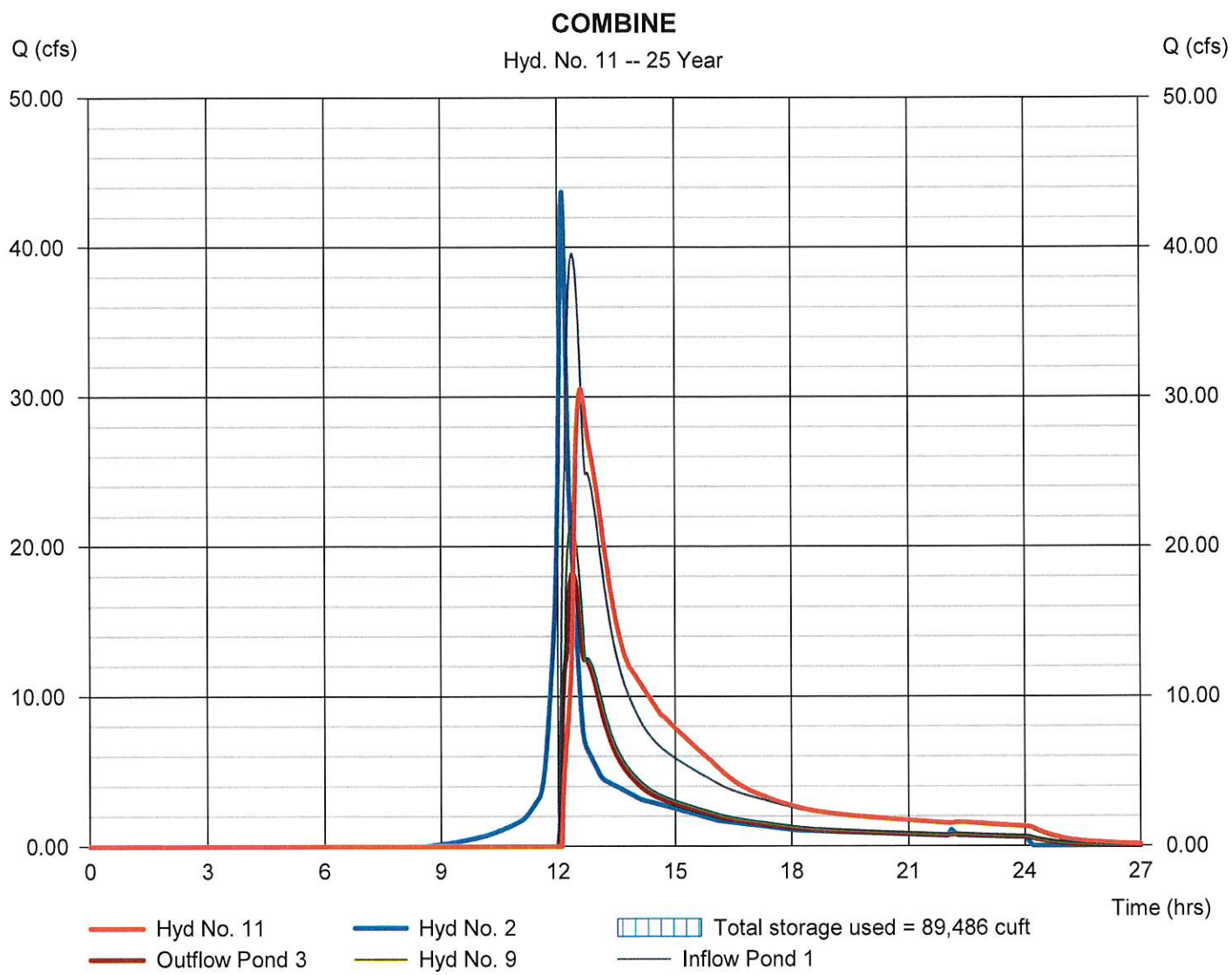
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Tuesday, 05 / 23 / 2023

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.



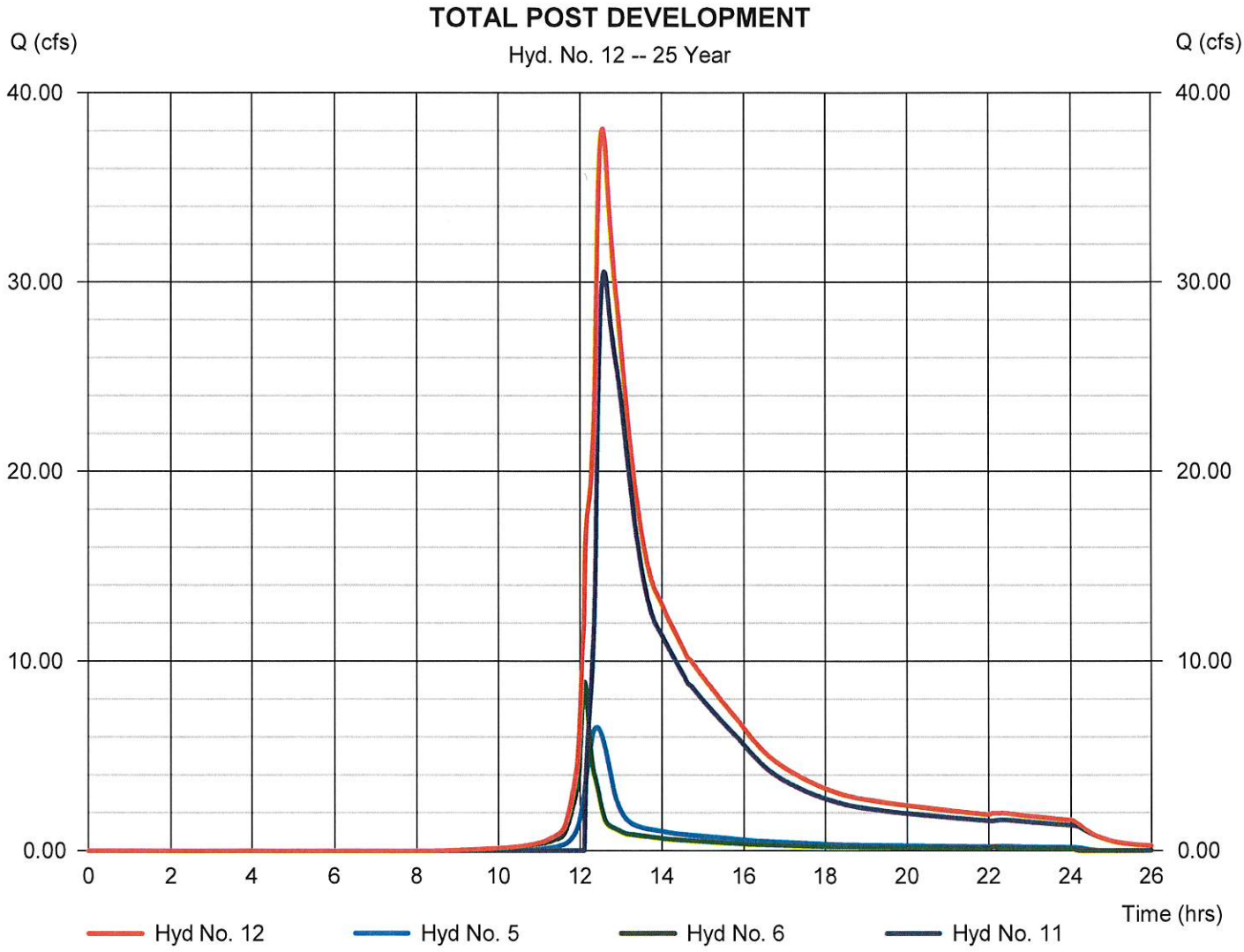
Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024 Tuesday, 05 / 23 / 2023

Hyd. No. 12

TOTAL POST DEVELOPMENT

Hydrograph type	= Combine	Peak discharge	= 38.12 cfs
Storm frequency	= 25 yrs	Time to peak	= 12.57 hrs
Time interval	= 1 min	Hyd. volume	= 325,426 cuft
Inflow hyds.	= 5, 6, 11	Contrib. drain. area	= 4.120 ac



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Appendix G

Pipe Report and Profiles

Storm Sewer Tabulation

Station		Len	Drng Area		Rnoff coeff	Area x C		Tc		Rain (I)	Total flow	Cap full	Vel	Pipe		Invert Elev		HGL Elev		Grnd / Rim Elev		Line ID
Line	To Line	(ft)	Incr (ac)	Total (ac)	(C)	Incr	Total	Inlet (min)	Syst (min)	(in/hr)	(cfs)	(cfs)	(ft/s)	Size (in)	Slope (%)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)	Dn (ft)	Up (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

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

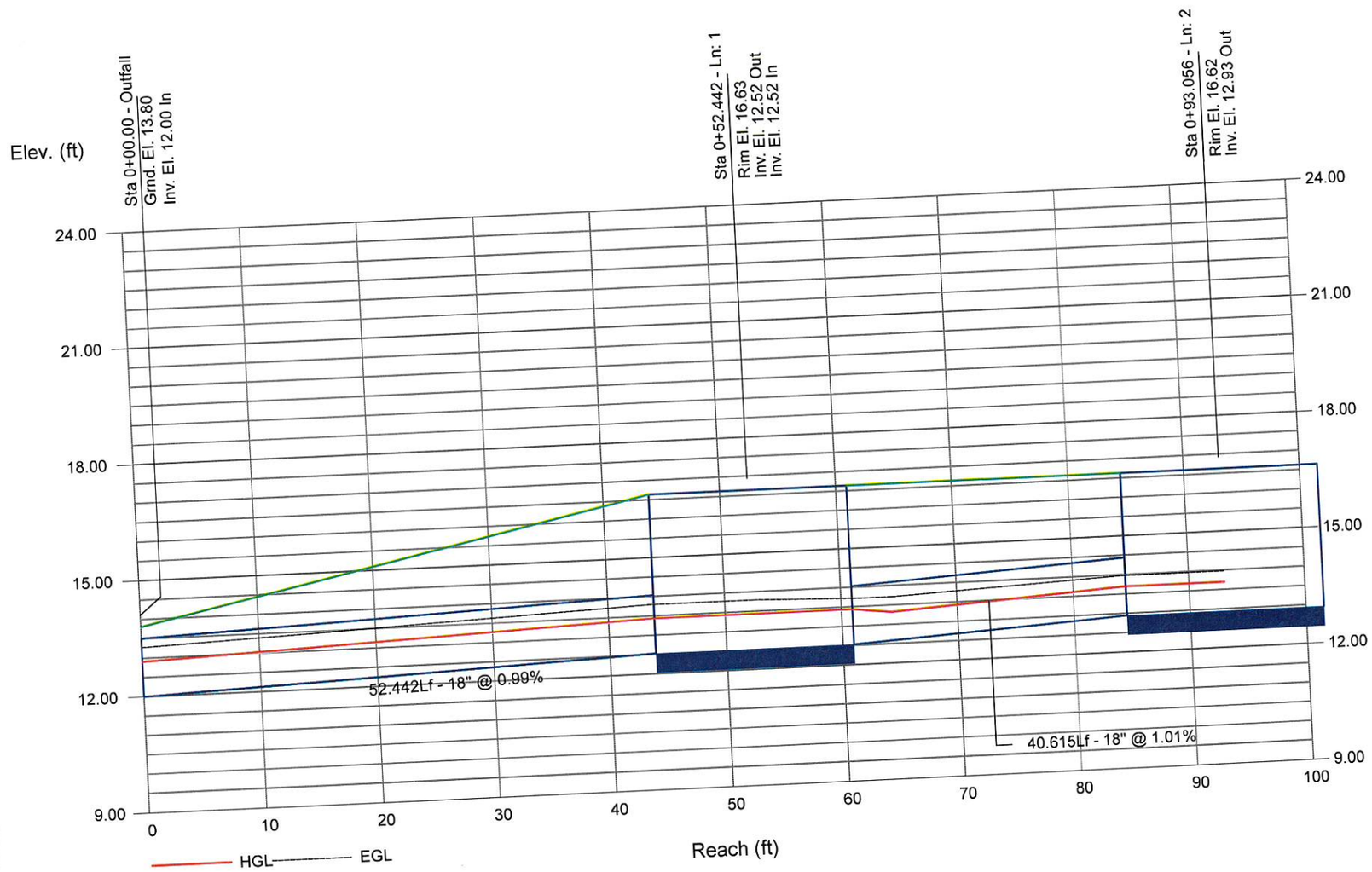
Number of lines: 2

Run Date: 5/22/2023

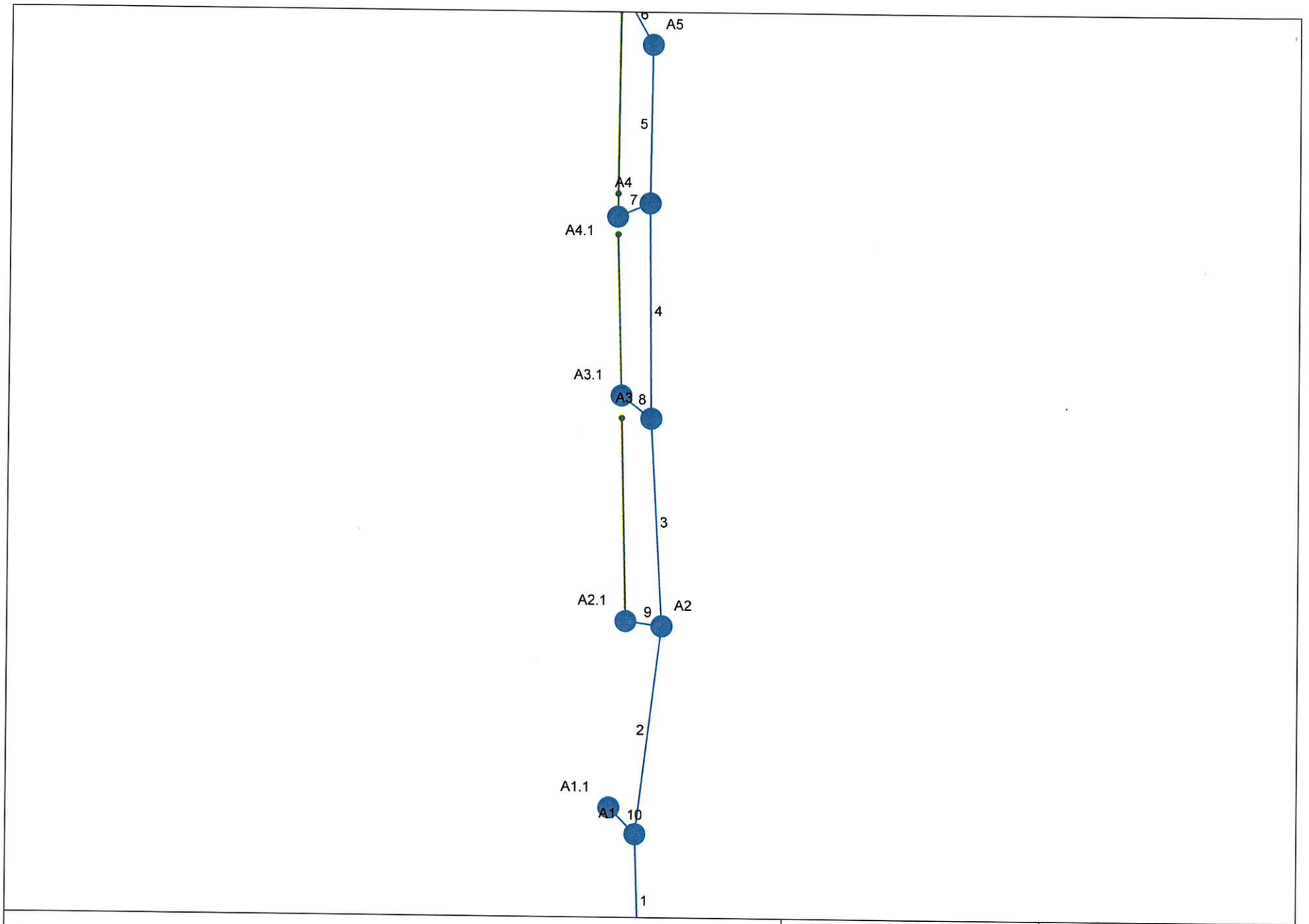
STRM C

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 Sewer Profile



STRM A



Project File: New.stm	Number of lines: 10	Date: 5/22/2023

Storm Sewers v2024.00

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

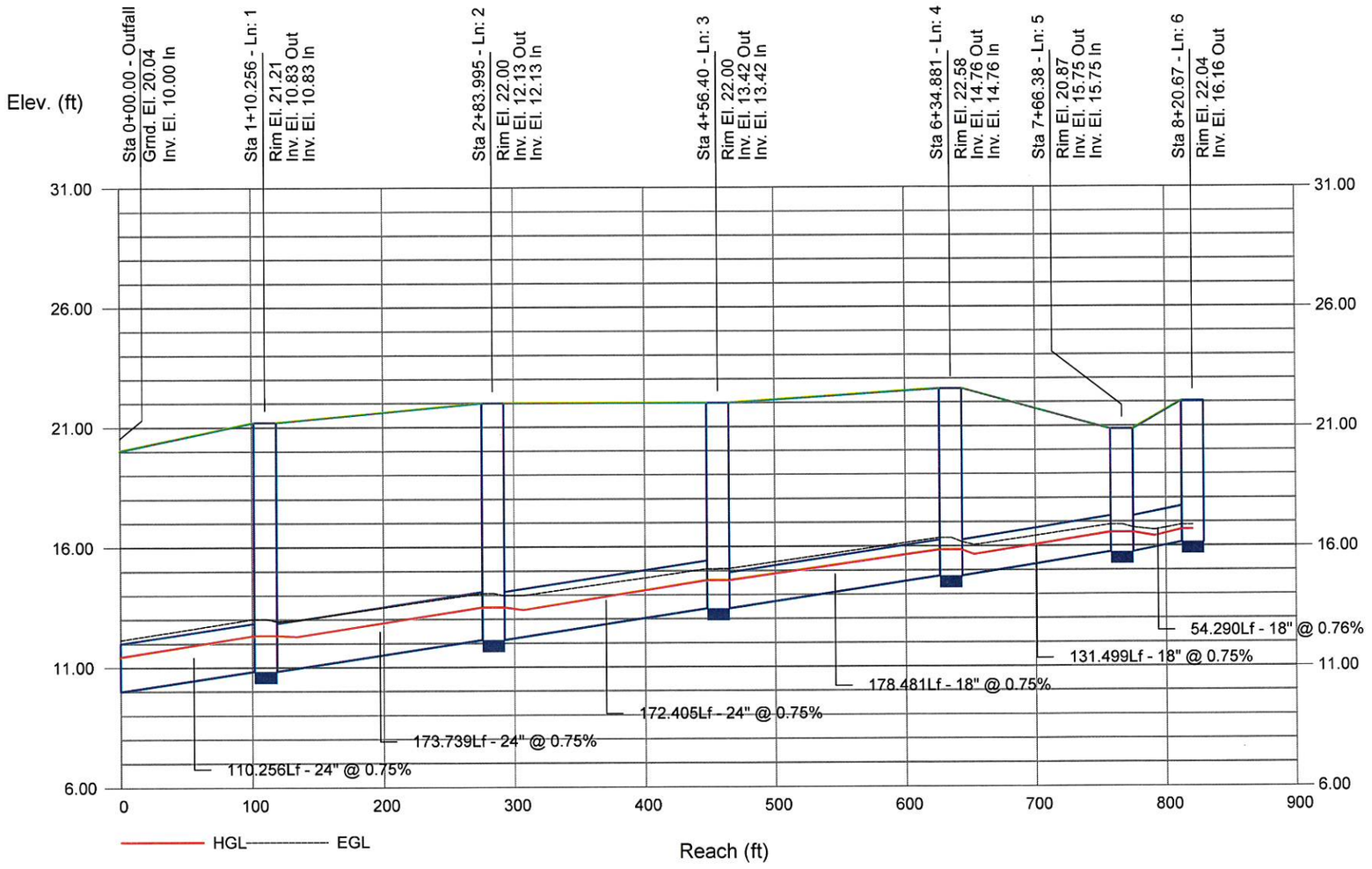
Station		Len	Drng Area		Rnoff coeff	Area x C		Tc		Rain (I)	Total flow	Cap full	Vel	Pipe		Invert Elev		HGL Elev		Grnd / Rim Elev		Line ID
Line	To Line	(ft)	Incr (ac)	Total (ac)	(C)	Incr	Total	Inlet (min)	Syst (min)	(in/hr)	(cfs)	(cfs)	(ft/s)	Size (in)	Slope (%)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)	Dn (ft)	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

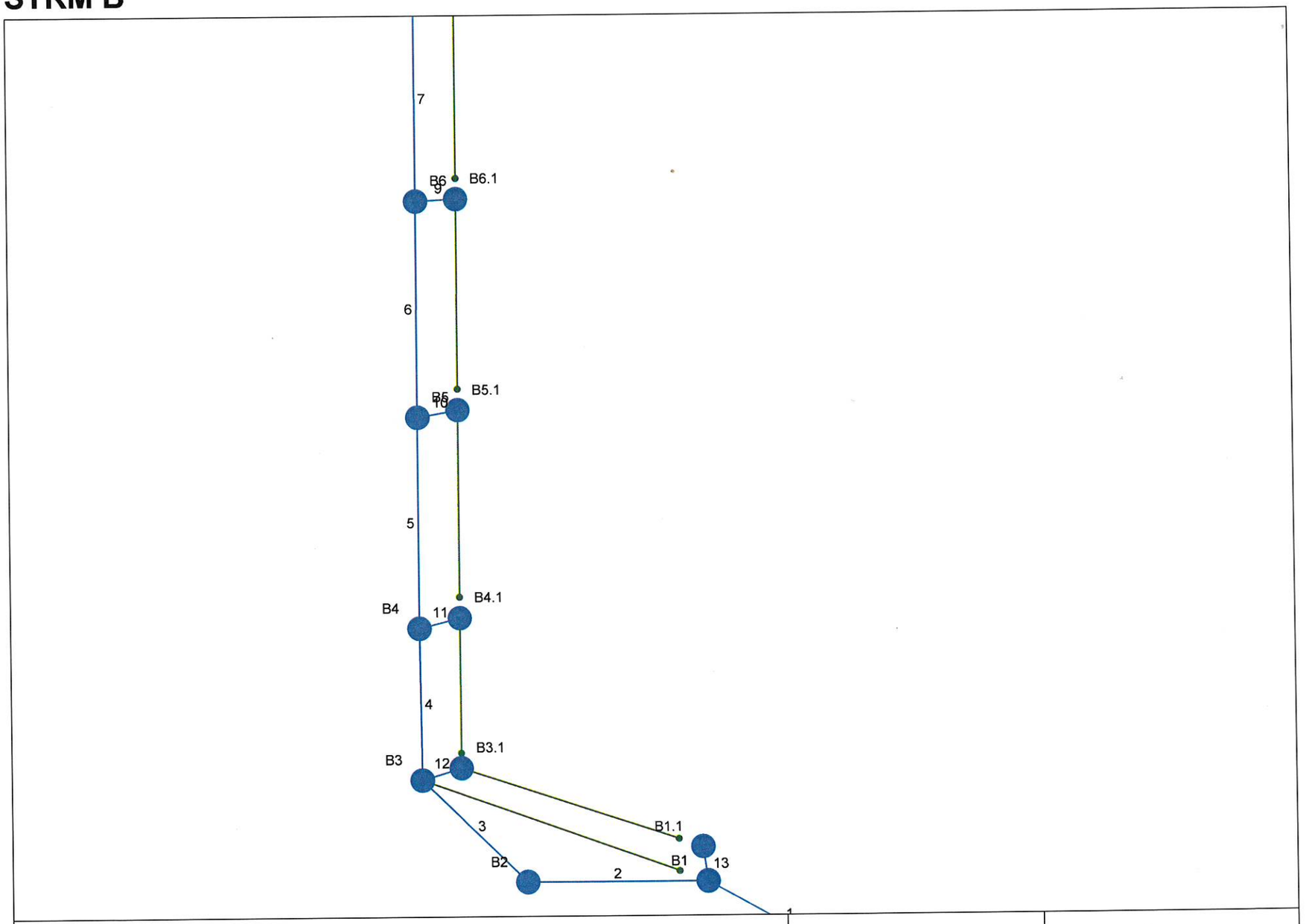
NOTES:Intensity = 61.15 / (Inlet time + 11.30) ^ 0.75; Return period =Yrs. 25 ; c = cir e = ellip b = box

Storm Sewer Profile

Proj. file: New.stm



STRM B



Project File: STRM B.stm	Number of lines: 13	Date: 5/22/2023

Storm Sewers v2024.00

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

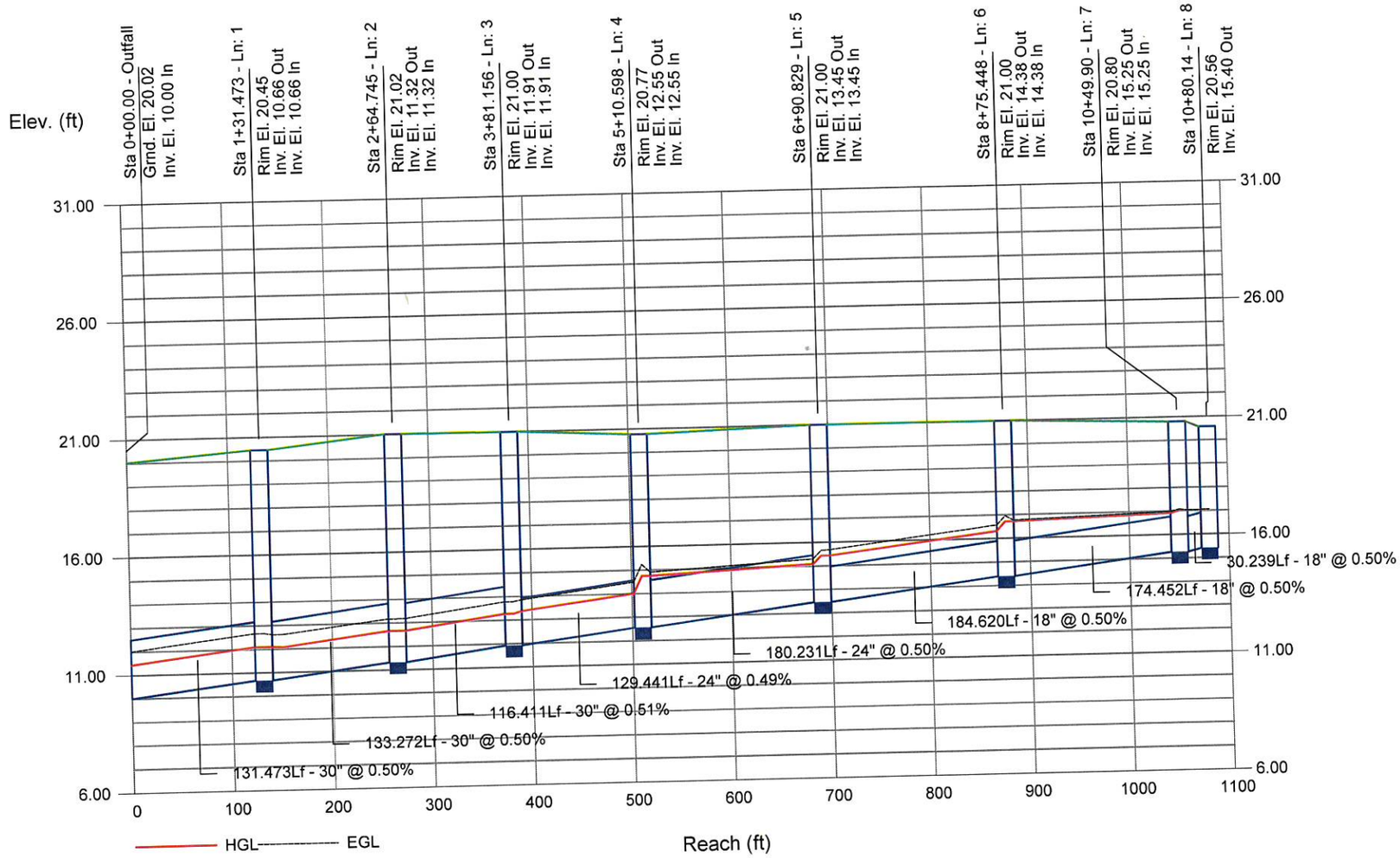
Station		Len	Drng Area		Rnoff coeff	Area x C		Tc		Rain (I)	Total flow	Cap full	Vel	Pipe		Invert Elev		HGL Elev		Grnd / Rim Elev		Line ID
Line	To Line	(ft)	Incr (ac)	Total (ac)	(C)	Incr	Total	Inlet (min)	Syst (min)	(in/hr)	(cfs)	(cfs)	(ft/s)	Size (in)	Slope (%)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)	Dn (ft)	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 Sewer Profile

Proj. file: New.stm



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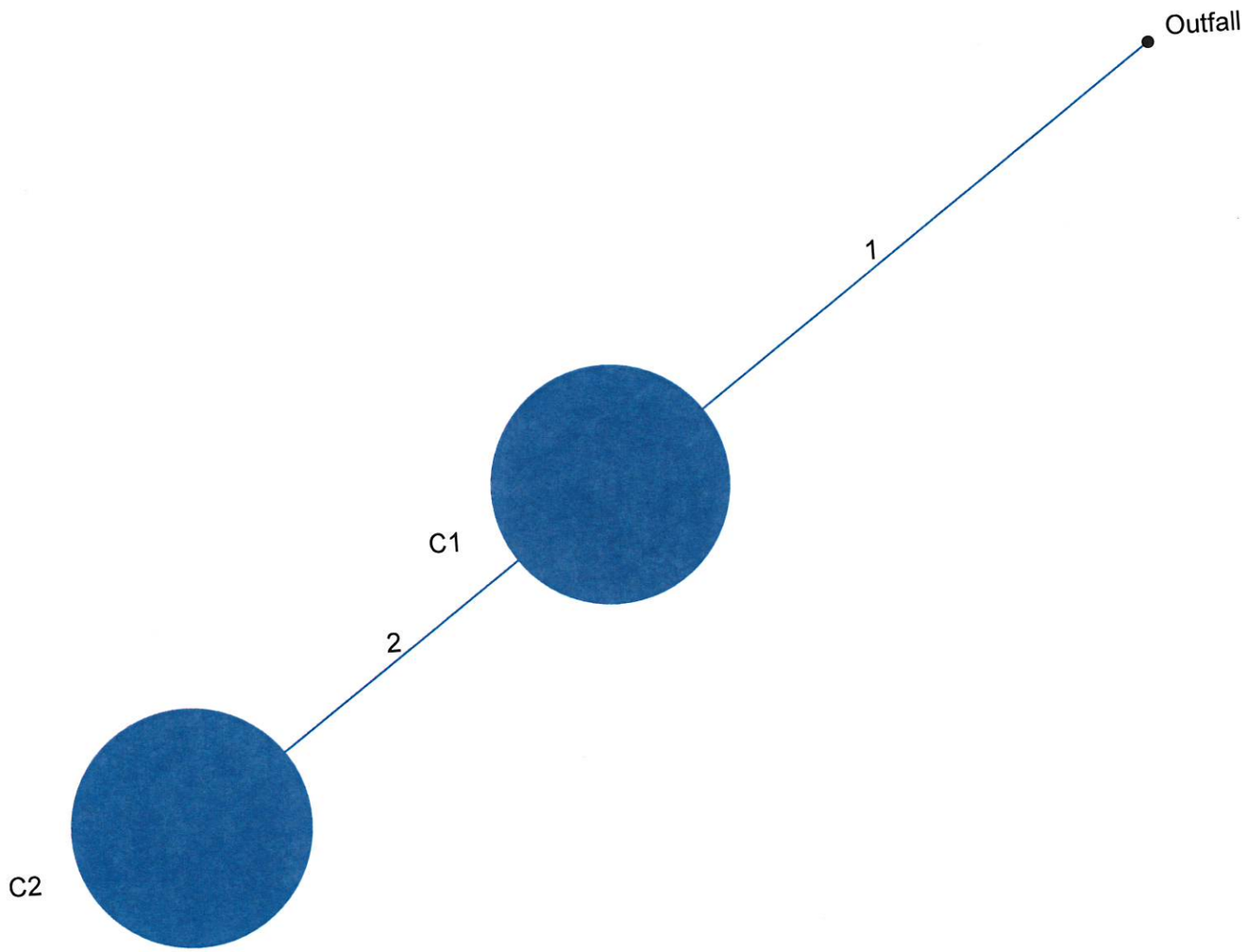
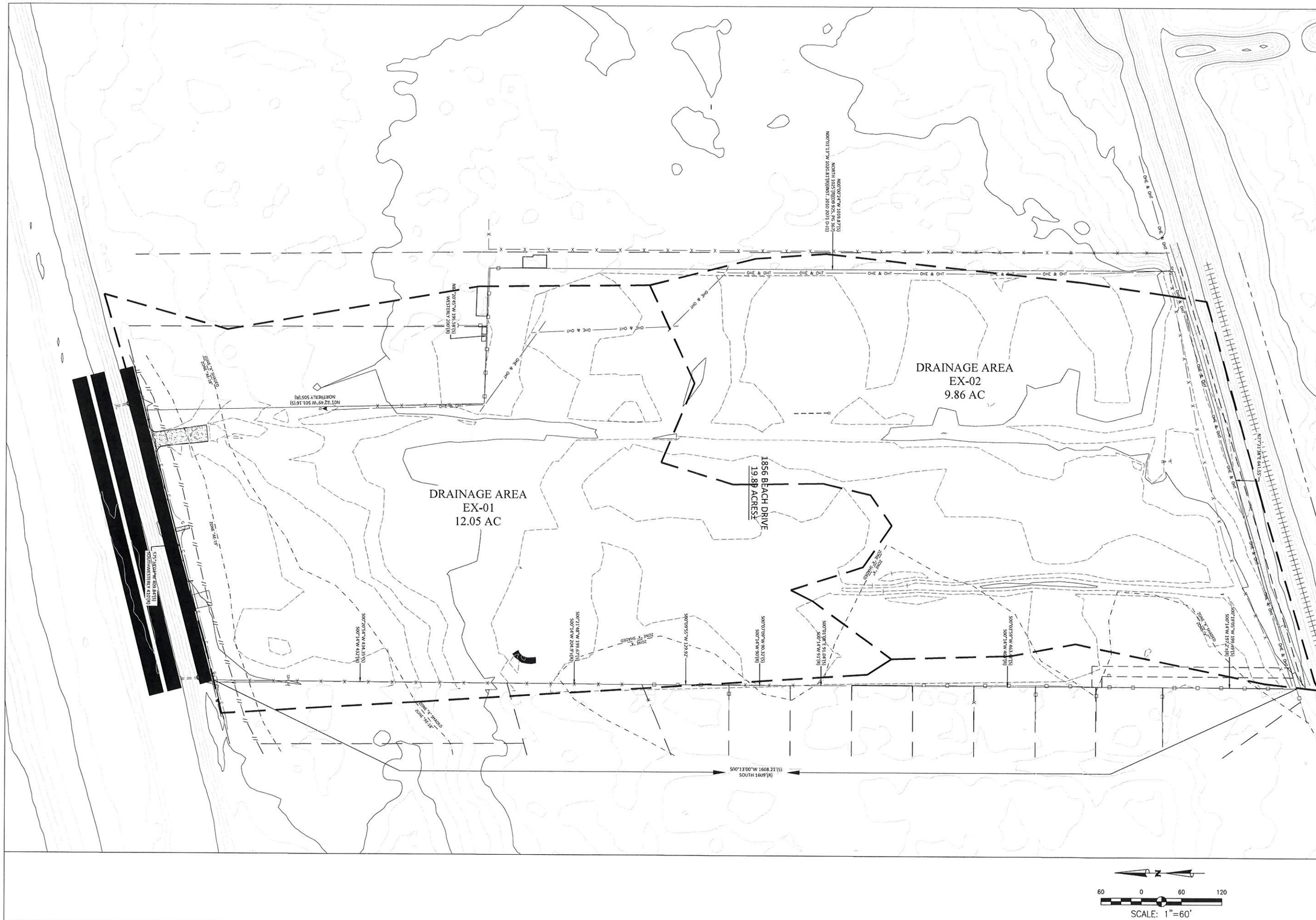


Number of lines: 2

Date: 5/22/2023

Storm Sewers v2024.00

Project File: New.stm



TERRY MORAN, P.E., P.L.S.
P.O. Box 4075
Biloxi, MS 39535
Ph (228) 896-4723
Fax (228) 896-6768

TME
TERRY MORAN ENGINEERING

In Association With

HEINRICH & ASSOCIATES
RESIDENTIAL & COMMERCIAL DESIGN
1806 23rd Avenue, Suite B - Gulfport, MS 39501
Ph (228) 896-6768 - Fax (228) 896-6769
www.henrichassociates.net

Sheet PRE DEVELOPMENT MAP

Project PALM HEIGHTS SUBDIVISION
GULFPORT MS

Date
Drawn By CEY
Check By
REV

Sheet 1

Project No 22-020

PALM HEIGHTS SUBDIVISION

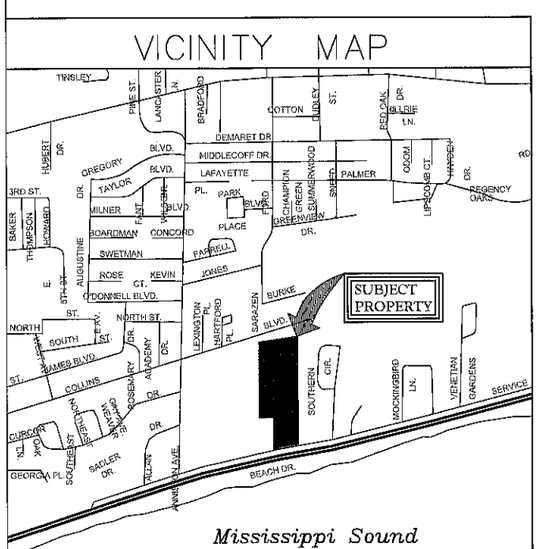
PARCEL NO. - 1010O-02-050.000

1856 BEACH DRIVE
GULFPORT, MS

CLIENT:

ELLIOTT HOMES, LLC
1402 Pass Road
Gulfport, MS 39501

June 6, 2023



SECTION 32, T7S, R10W

NORTH

N.T.S.

TME

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

IN ASSOCIATION WITH

HEINRICH & ASSOCIATES

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

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

SHEET INDEX

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EROSION CONTROL PLAN	C5
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CONSTRUCTION DETAILS	CD2
CONSTRUCTION DETAILS	CD3

Sheet
T1
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. SOIL DESIGNATED TO BE REMOVED FROM THE SITE SHALL BE AT THE CONTRACTORS EXPENSE.
4. CONTRACTOR WILL NOT BE RESPONSIBLE FOR DEMOLISHING, REMOVING, OR RELOCATING ANY EXISTING ABOVE OR BELOW GROUND TELEPHONE OR POWER (UNLESS OTHERWISE SPECIFIED)BUT SHALL BE RESPONSIBLE FOR COORDINATING HIS WORK WITH ALL LOCAL UTILITY COMPANIES.
5. CONTRACTOR SHALL CALL THE MISSISSIPPI DAMAGE PREVENTION NUMBER (1-800-227-6477) BY LAW TO LOCATE ALL EXISTING UTILITIES ON SITE PRIOR TO HIS WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING UTILITIES NOT DESIGNATED TO BE REMOVED UNDER THIS CONTRACT AND BE RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING UTILITIES NOT DESIGNATED TO BE DEMOLISHED, REMOVED, OR RELOCATED THAT RESULT FROM CONTRACTOR'S WORK. REMOVAL OF ALL POWER LINES, POLES, AND APPURTENANCES SHALL BE BY LOCAL UTILITY COMPANY.
6. LIMITS OF CLEARING AND GRUBBING SHALL BE PROPERTY LINES, UNLESS SPECIFICALLY DESIGNATED OTHERWISE.
7. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL CONSTRUCTION PERMITS THAT ARE REQUIRED TO ACCOMPLISH THE WORK SPECIFIED HEREON.

STORM WATER POLLUTION PREVENTION NOTES:

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

SITE NOTES:

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

UTILITY NOTES:

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

LOCAL UTILITY COMPANIES

1. WATER AND SEWER – CITY OF GULFPORT 868-5720
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

LEGEND

PROPOSED		EXISTING
W	WATER MAIN	W
S	SEWER LINE	S
G	GAS LINE	G
	ROW/EASEMENT	
	PROPERTY LINE	
	LOT LINES	
CO	CLEAN-OUT	
S	MANHOLE	S
	WATER VALVE	WV
	FIRE HYDRANT	
W	WATER METER	WM
21.5	PROP. SPOT EL.	
	EXIST. SPOT EL.	+43
	TYP. SIGN	
	TYP. STOP BAR	
	HEADER CURB	
	CURB & GUTTER	

PROJECT SCOPE:

CONSTRUCT PALM HEIGHTS SUBDIVISION AS PER DRAWINGS FOUND HEREIN AND ALL CITY/STATE REQ'S & PERMITS.

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

GENERAL NOTES & LEGENDS

TERRY MORAN, P.E., P.L.S.
18305 22nd Ave Suite B, Gulfport, MS 39501
P.O. Box 4072 Biloxi, MS 39533
Ph (228) 896-6733

TME
TERRY MORAN
ENGINEERING & SURVEYING

T. J. MORAN, JR. ENGINEER 12005 STATE OF MISSISSIPPI
In Association With

HEINRICH & ASSOCIATES
RESIDENTIAL & COMMERCIAL DESIGN
18305 22nd Ave, Suite B, Gulfport, MS 39501
Ph (228) 896-6768

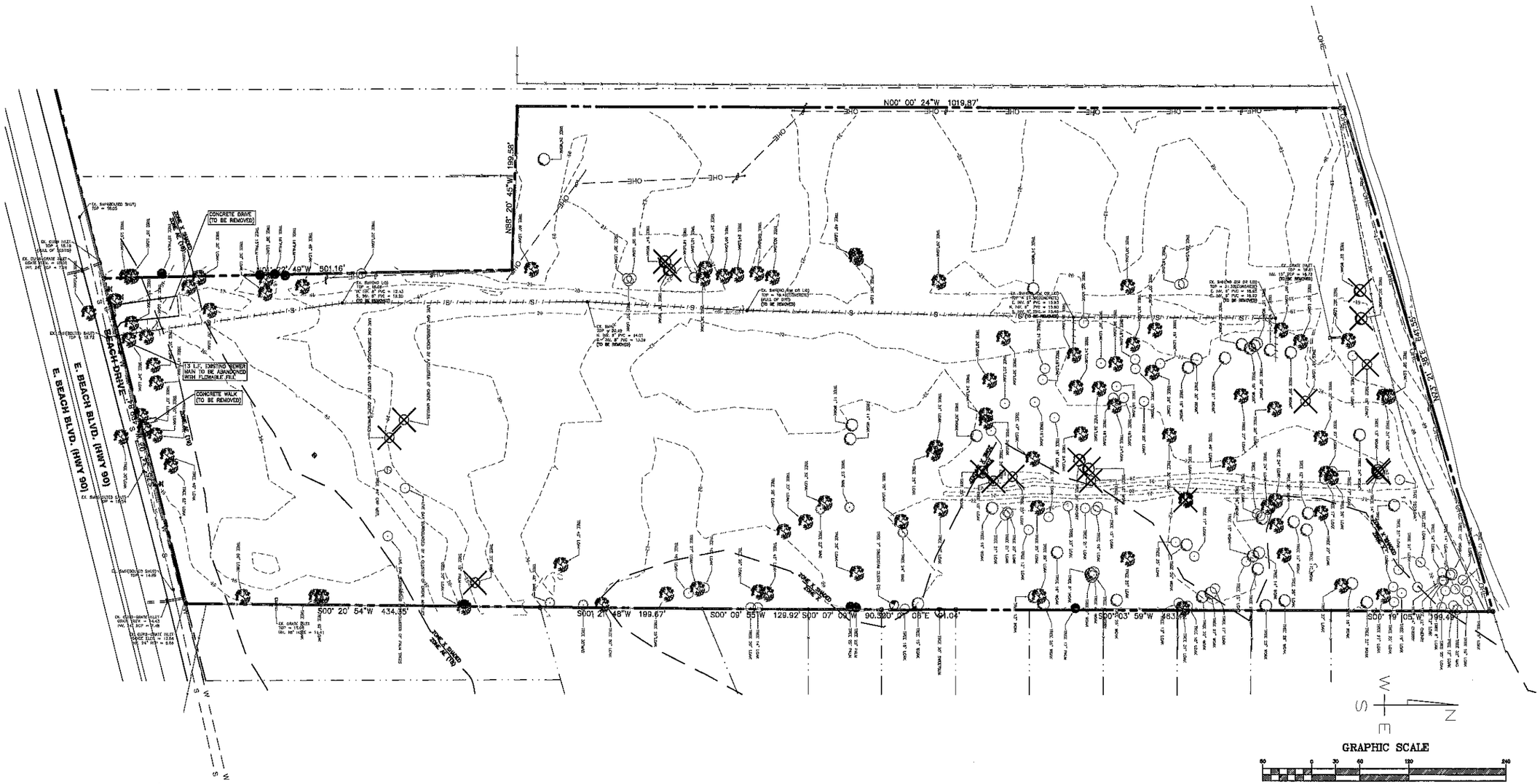
Sheet: GENERAL NOTES & LEGENDS

Project: PALM HEIGHTS SUBDIVISION
1858 BEACH DRIVE
GULFPORT, MS

Date 6-6-23
Drawn By S.G.C.
Check By R.B.H.
REV

Sheet C1

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 WILL ALL LOCAL UTILITY COMPANIES.
5. CONTRACTOR SHALL CALL THE MISSISSIPPI DAMAGE PREVENTION NUMBER (1-800-227-6477) BY LAW TO LOCATE ALL EXISTING UTILITIES ON SITE PRIOR TO HIS WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING UTILITIES NOT DESIGNATED TO BE REMOVED UNDER THIS CONTRACT AND BE RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING UTILITIES NOT DESIGNATED TO BE REMOVED THAT RESULT FROM CONTRACTOR'S WORK.
6. REMOVAL OF ALL POWER LINES, POLES, AND APPURTENANCES SHALL BE BY LOCAL UTILITY COMPANY.
7. LIMITS OF CLEARING AND GRUBBING SHALL BE PROPERTY LINES, UNLESS SPECIFICALLY DESIGNATED OTHERWISE.
8. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL CONSTRUCTION PERMITS THAT ARE REQUIRED TO ACCOMPLISH THE WORK SPECIFIED HEREON.

LEGEND

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

ELEV = 17.24' N: 322321.306 E: 927646.419	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 W ENGINEERING, P.A.

SUBJECT PROPERTY LIES WITHIN "X", "AE(18)", AND "AE(19)" FLOOD ZONE SHOWN HEREON PER FEMA PANEL 28047C0296G 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.

BEFORE UNDERTAKING EACH PART OF THE WORK, THE CONTRACTOR SHALL CAREFULLY STUDY AND COMPARE THE PLANS & SPECIFICATIONS AND CHECK AND VERIFY PERTINENT FIGURES SHOWN THEREON AND ALL APPLICABLE FIELD MEASUREMENTS. IF ANY CONFLICTS, ERRORS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED EITHER ON THE CONSTRUCTION DOCUMENTS OR IN THE FIELD, THE CONTRACTOR SHALL PROMPTLY REPORT IN WRITING TO THE ENGINEER OR HIS REPRESENTATIVE BEFORE PROCEEDING WITH ANY WORK AFFECTED THEREBY.

EXISTING CONDITIONS & DEMOLITION PLAN

SCALE: 1" = 60'-0"

TERRY MORAN, P.E., P.L.S.
18065 52nd Ave. Suite B, Gulfport, MS 39501
P.O. Box 4075 Biloxi, MS 39535
Ph. (228) 896-2733

TME
TERRY MORAN
ENGINEERING & SURVEYING

T. J. MORAN JR. — ENGINEER — 12005 — STATE OF MISSISSIPPI

In Association With

HEINRICH & ASSOCIATES
RESIDENTIAL & COMMERCIAL DESIGN
1805 25th Avenue, Suite B, Gulfport, MS 39501
Ph. (228) 896-6768

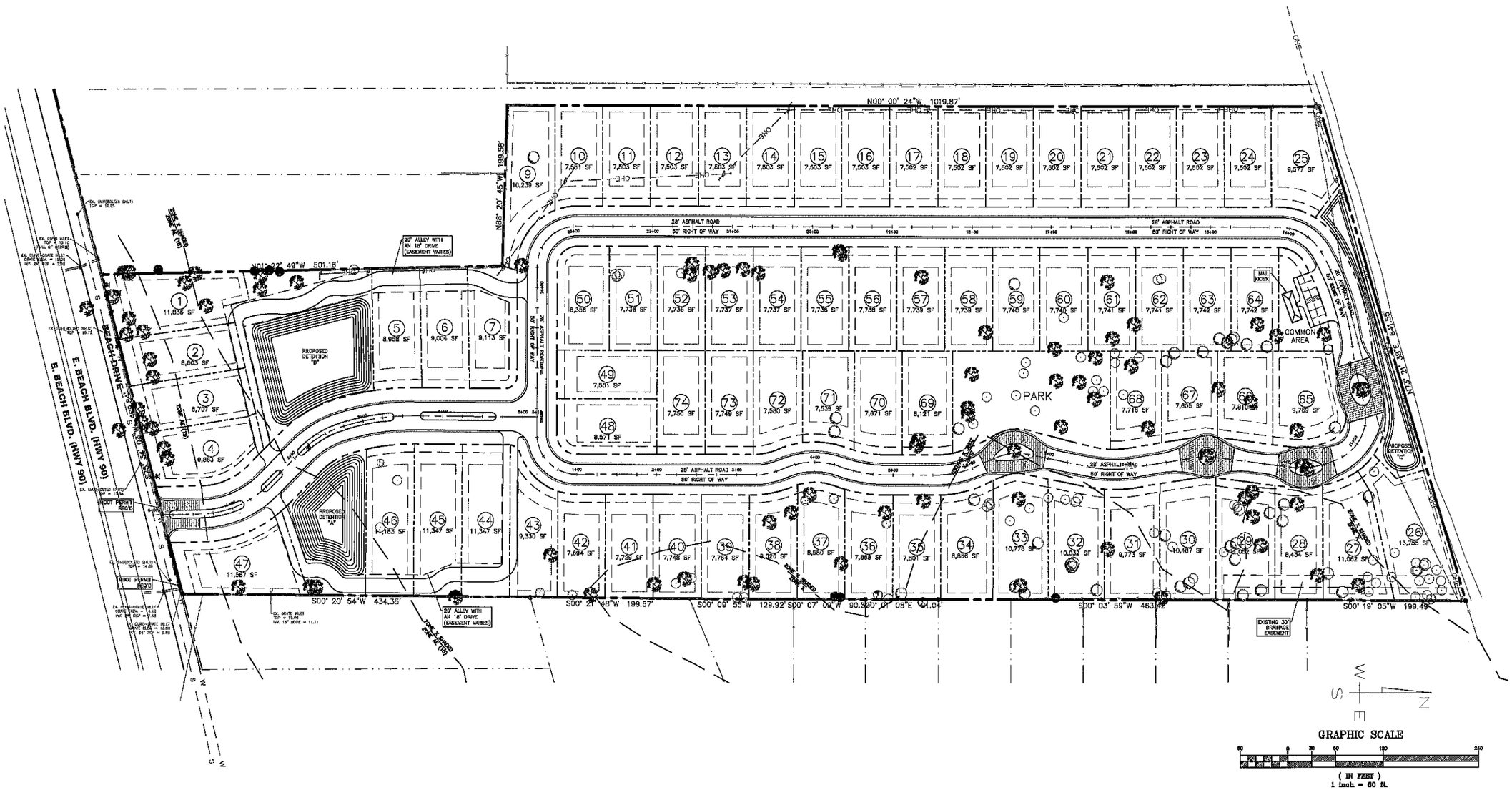
Sheet: EXISTING CONDITIONS & DEMOLITION PLAN

Project: PALM HEIGHTS SUBDIVISION
1856 BEACH DRIVE
GULFPORT, MS

Date: 6-6-23
Drawn By: S.G.C.
Check By: R.B.H.
REV: ____

Sheet: C2

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-1-7.5
ACREAGE	19.82 AC
MIN. LOT SIZE	60' X 125'

SETBACKS (SEE LOT 59)
FYSB - 25 FT
SYSB - 8 FT
RYSB - 8 FT

ELEV = 17.24'
N: 322321.306
E: 927545.419

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 W ENGINEERING, P.A.

SUBJECT PROPERTY LIES WITHIN "X", "AE(13)", AND "AE(19)" FLOOD ZONE SHOWN HEREON PER FEMA PANEL 28047C0296G 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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LOT & STREET LAYOUT

SCALE: 1" = 60'-0"

TERRY MORAN, P.E., P.L.S.
18065 23rd Ave. Suite B, Gulfport, MS 39501
P.O. Box 4075 Biloxi, MS 39535
Ph. (228) 896-4733

TME
TERRY MORAN
ENGINEERING & SURVEYING

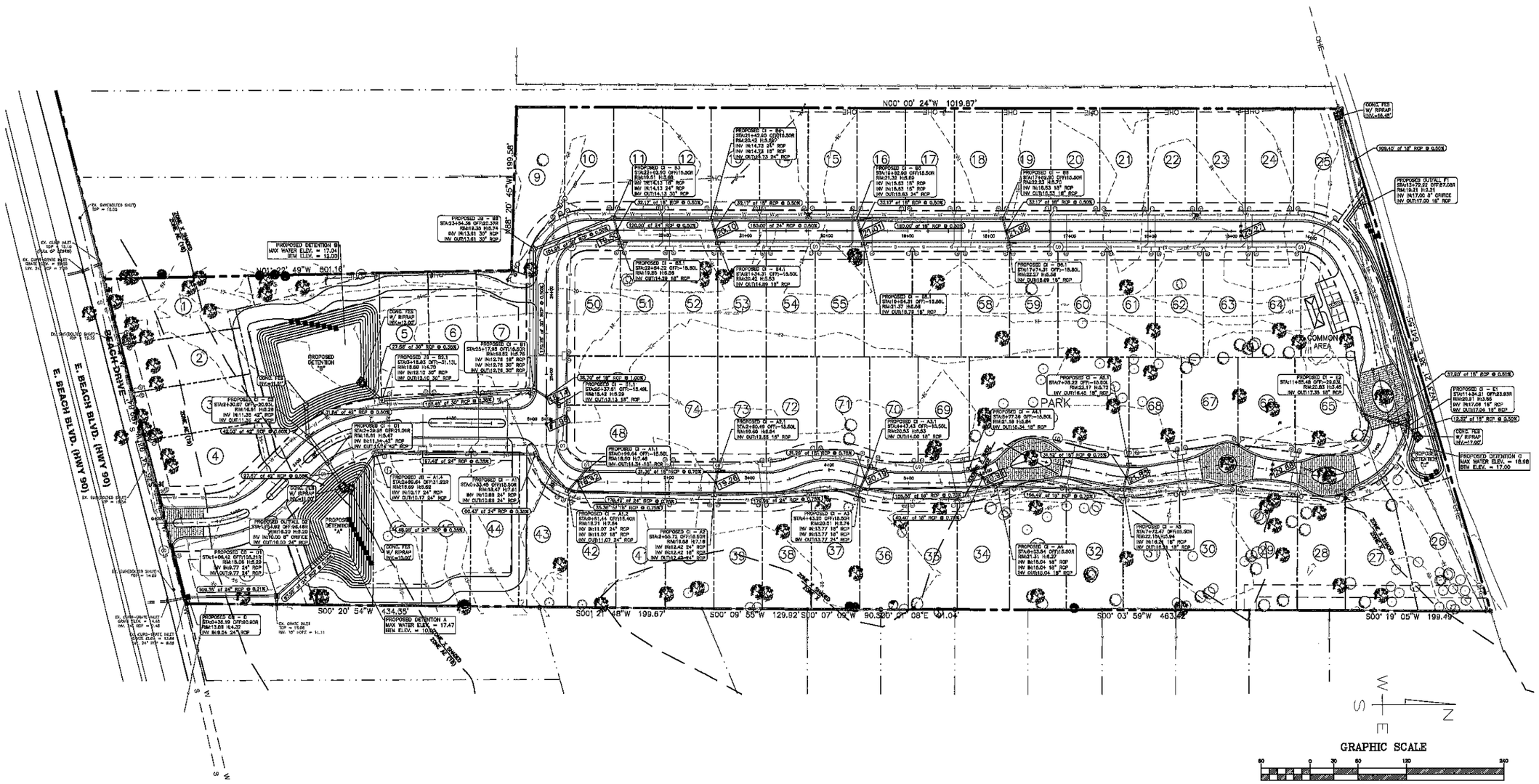
T. J. MORAN, JR.
ENGINEER
16065
STATE OF MISSISSIPPI

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

Sheet: LOT & STREET LAYOUT
Project: PALM HEIGHTS SUBDIVISION
1856 BEACH DRIVE
GULFPORT, MS

Date 6-6-23
Drawn By S.G.C.
Check by R.B.H.
REV

Sheet C3
Project No. 22-020



GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

ELEV = 17.24' N: 322321.006 E: 927546.419	SET IRON ROD WITH CAP 197' NORTH OF NORTHERN RIGHT OF WAY LINE FOR BEACH DRIVE AND 193' WEST OF EASTERN PROPERTY LINE.

BOUNDARY AND TOPOGRAPHIC INFORMATION BASED ON SURVEY BY W ENGINEERING, P.A.

SUBJECT PROPERTY LIES WITHIN "X", "AE(18)", AND "AE(19)" FLOOD ZONE SHOWN HEREON PER FEMA PANEL 28047C0296G DATED JUNE 16, 2009

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

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.

BEFORE UNDERTAKING EACH PART OF THE WORK, THE CONTRACTOR SHALL CAREFULLY STUDY AND COMPARE THE PLANS & SPECIFICATIONS AND CHECK AND VERIFY PERTINENT FIGURES SHOWN THEREON AND ALL APPLICABLE FIELD MEASUREMENTS. IF ANY CONFLICTS, ERRORS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED EITHER ON THE CONSTRUCTION DOCUMENTS OR IN THE FIELD, THE CONTRACTOR SHALL PROMPTLY REPORT IN WRITING TO THE ENGINEER OR HIS REPRESENTATIVE BEFORE PROCEEDING WITH ANY WORK AFFECTED THEREBY.

GRADING & DRAINAGE PLAN

SCALE: 1" = 60'-0"

TERRY MORAN, P.E., P.L.S.
1896 23rd Ave. Suite B, Gulfport, MS 39501
P.O. Box 4072 Biloxi, MS 39535
Ph (228) 896-4733

TME
TERRY MORAN
ENGINEERING & SURVEYING

T. J. MORAN, JR.
NUMBER 16205
STATE OF MISSISSIPPI
In Association With

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

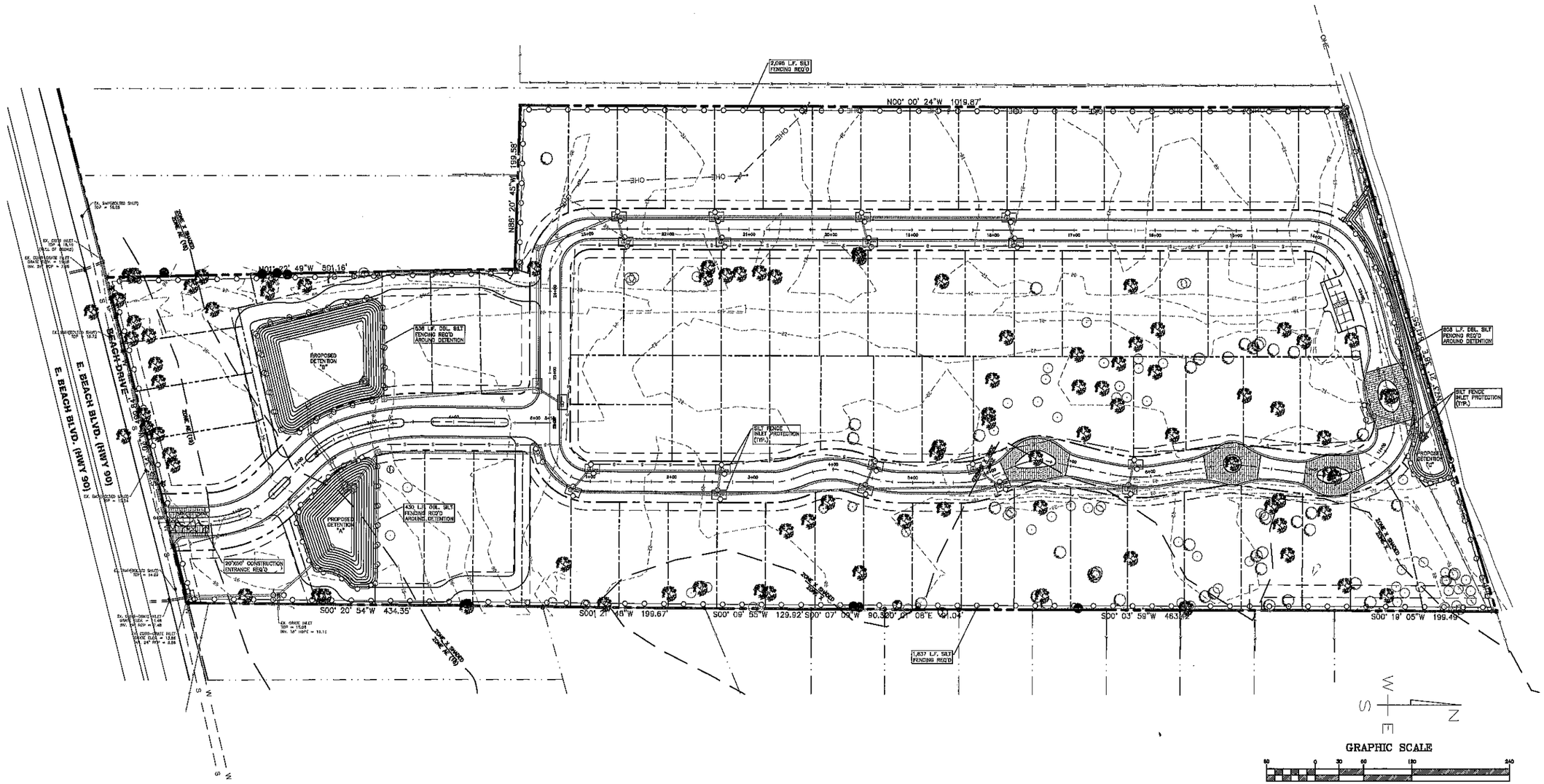
Sheet GRADING & DRAINAGE PLAN

Project PALM HEIGHTS SUBDIVISION
1858 BEACH DRIVE
GULFPORT, MS

Date 6-6-23
Drawn By S.G.C.
Check By R.B.H.
REV

Sheet C4

Project No. 22-020



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 RECEPTICLES 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.

EROSION CONTROL PLAN

SCALE: 1" = 60'-0"

LEGEND

- SILT FENCE
- CONSTRUCTION ENTRANCE
- DRAIN INLET PROTECTION

ELEV = 17.24' N: 322321.306 E: 927546.419	SET IRON ROD WITH CAP 197' NORTH OF NORTHERN RIGHT OF WAY LINE FOR BEACH DRIVE AND 163' WEST OF EASTERN PROPERTY LINE.

BOUNDARY AND TOPOGRAPHIC INFORMATION BASED ON SURVEY BY W ENGINEERING, P.A.

SUBJECT PROPERTY LIES WITHIN "X", "AE(18)", AND "AE(19)" FLOOD ZONE SHOWN HEREON PER FEMA PANEL 28047C0296G 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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TERRY MORAN, P.E., P.L.S.
1809 22nd Ave. Suite B, Gulfport, MS 39501
P.O. Box 4073 Biloxi, MS 39535
Ph (228) 896-4783

TME
TERRY MORAN
ENGINEERING & SURVEYING

T. J. MORAN, JR. ENGINEER 13006 STATE OF MISSISSIPPI

HEINRICH & ASSOCIATES
RESIDENTIAL & COMMERCIAL DESIGN
1809 23rd Avenue, Suite B - Gulfport, MS 39501
Ph (228) 896-0768

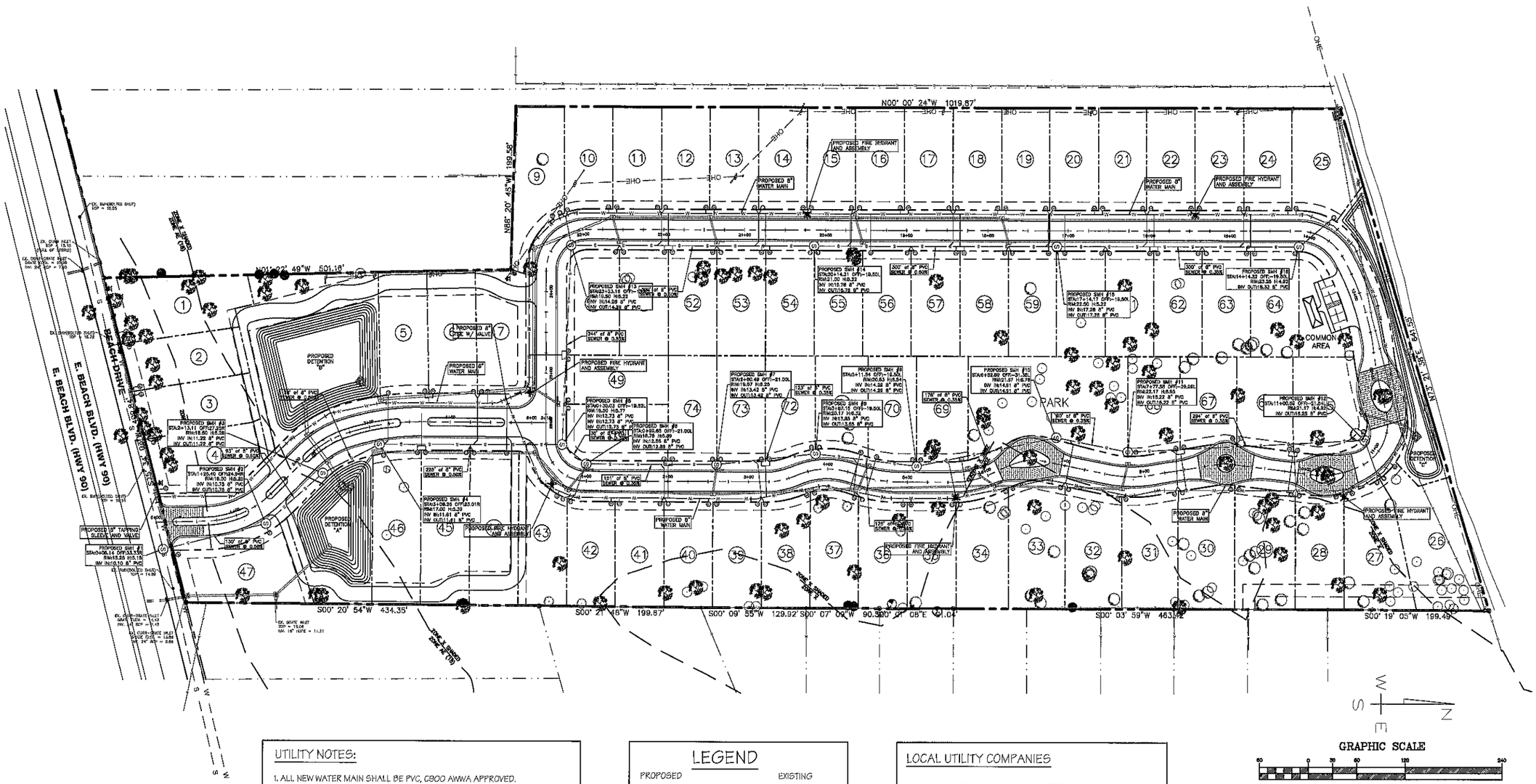
Sheet: EROSION CONTROL PLAN

Project: PALM HEIGHTS SUBDIVISION
1656 BEACH DRIVE
GULFPORT, MS

Date: 6-6-23
Drawn By: S.G.C.
Check By: R.B.H.
REV

Sheet: C5

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----
—S—	SEWER LINE	----S----
—G—	GAS LINE	----G----
—FM—	FORCE MAIN	----FM----
—FOC—	FIBER OPTIC CABLE	----FO----
	POWER POLE	
	CLEAN-OUT	
	MANHOLE	
	WATER VALVE	
	FIRE HYDRANT	
	WATER METER	
GV	GAS VALVE	

LOCAL UTILITY COMPANIES

1. WATER AND SEWER - H.C.U.A. 868-8752 (HARRISON COUNTY UTILITY AUTHORITY)
2. GAS SERVICE - ENTEX 896-7500
3. TV CABLE SERVICE - CABLE ONE 864-1506
4. ELECTRICAL SERVICE - MS POWER CO. 868-9800
5. TELEPHONE SERVICE - BELLSOUTH 557-6000
6. MISS I CALL BEFORE YOU DIG 1-800-227-6477

GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

ELEV = 17.24' N: 322321.306 E: 927545.419	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 W ENGINEERING, P.A.

SUBJECT PROPERTY LIES WITHIN "X", "AE(18)", AND "AE(19)" FLOOD ZONE SHOWN HEREON PER FEMA PANEL 28047C0296G 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.

BEFORE UNDERTAKING EACH PART OF THE WORK, THE CONTRACTOR SHALL CAREFULLY STUDY AND COMPARE THE PLANS & SPECIFICATIONS AND CHECK AND VERIFY PERTINENT FIGURES SHOWN THEREON AND ALL APPLICABLE FIELD MEASUREMENTS. IF ANY CONFLICTS, ERRORS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED EITHER ON THE CONSTRUCTION DOCUMENTS OR IN THE FIELD, THE CONTRACTOR SHALL PROMPTLY REPORT IN WRITING TO THE ENGINEER OR HIS REPRESENTATIVE BEFORE PROCEEDING WITH ANY WORK AFFECTED THEREBY.

UTILITY PLAN

SCALE: 1" = 60'-0"

TERRY MORAN, P.E., P.L.S.
1806 25rd Ave Suite B., Gulfport, MS 39501
P.O. Box 4973 Biloxi, MS 39535
Ph. (228) 896-4783

TME
TERRY MORAN
ENGINEERING & SURVEYING

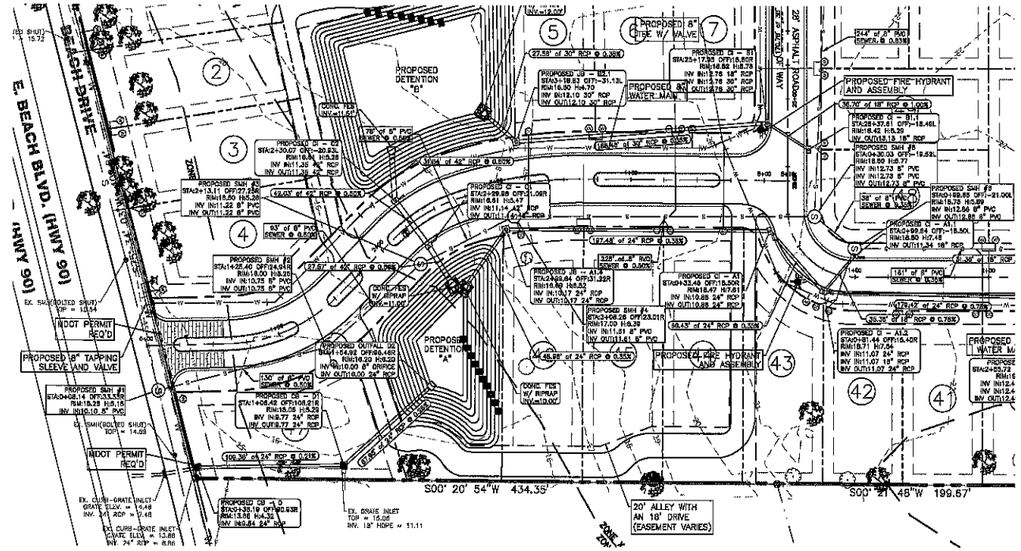
J. MORAN JR. REGISTERED PROFESSIONAL ENGINEER 19051 STATE OF MISSISSIPPI

HEINRICH & ASSOCIATES
RESIDENTIAL & COMMERCIAL DESIGN
1806 23rd AVENUE, SUITE B1, Gulfport, MS 39501
Ph (228) 896-8768

Sheet: UTILITY PLAN
Project: PALM HEIGHTS SUBDIVISION
1856 BEACH DRIVE
GULFPORT, MS

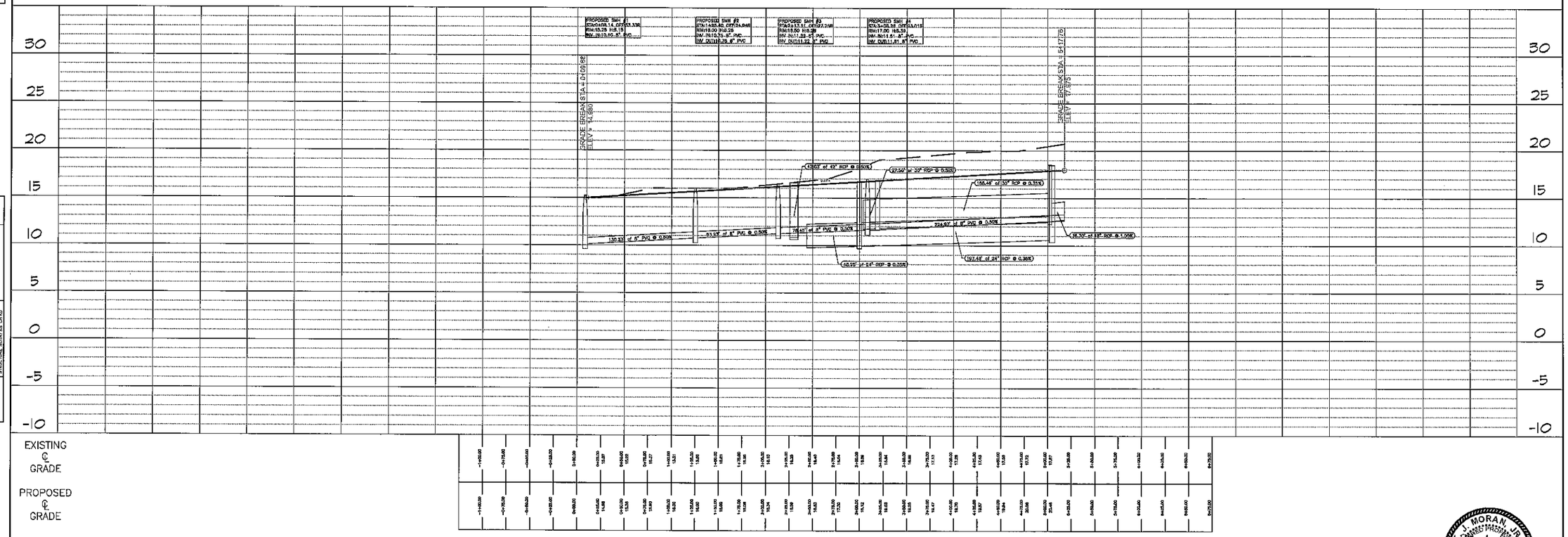
Date 6-6-23
Drawn by S.G.C.
Check by R.B.H.
REV

Sheet C6
Project No. 22-020



PALM HEIGHTS BLVD. STA. 0+00 - 5+18

HORIZONTAL = 1"-50'
VERTICAL = 1"-5'



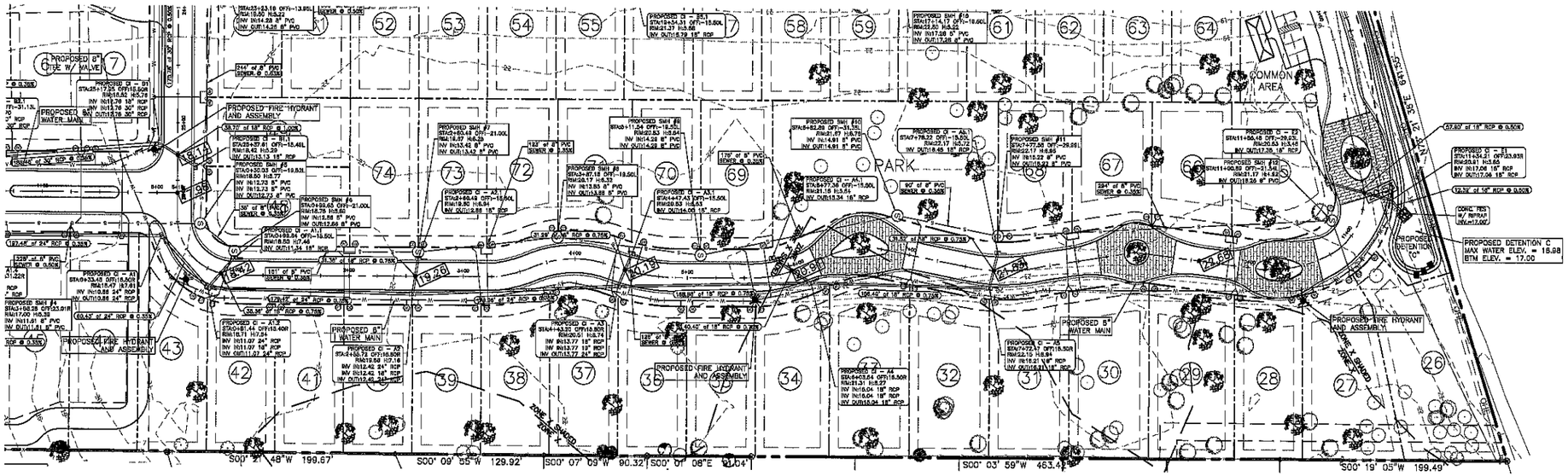
PLAN
SURVEYED
PLOTTED
NOTE BOOK
NO.
DRAWN BY
CHECKED
ALIGNMENT CHECKED
R/L OF WAY CHECKED
BY
DATE

PROFILE
SURVEYED
PLOTTED
NOTE BOOK
NO.
GRADES CHECKED
S.M.A. INPUT
STRUCTURE MOUNTING CHKD
BY
DATE

T. J. MORAN, JR.
REGISTERED PROFESSIONAL ENGINEER
STATE OF MISSISSIPPI
ENGINEER
10005
10/01/

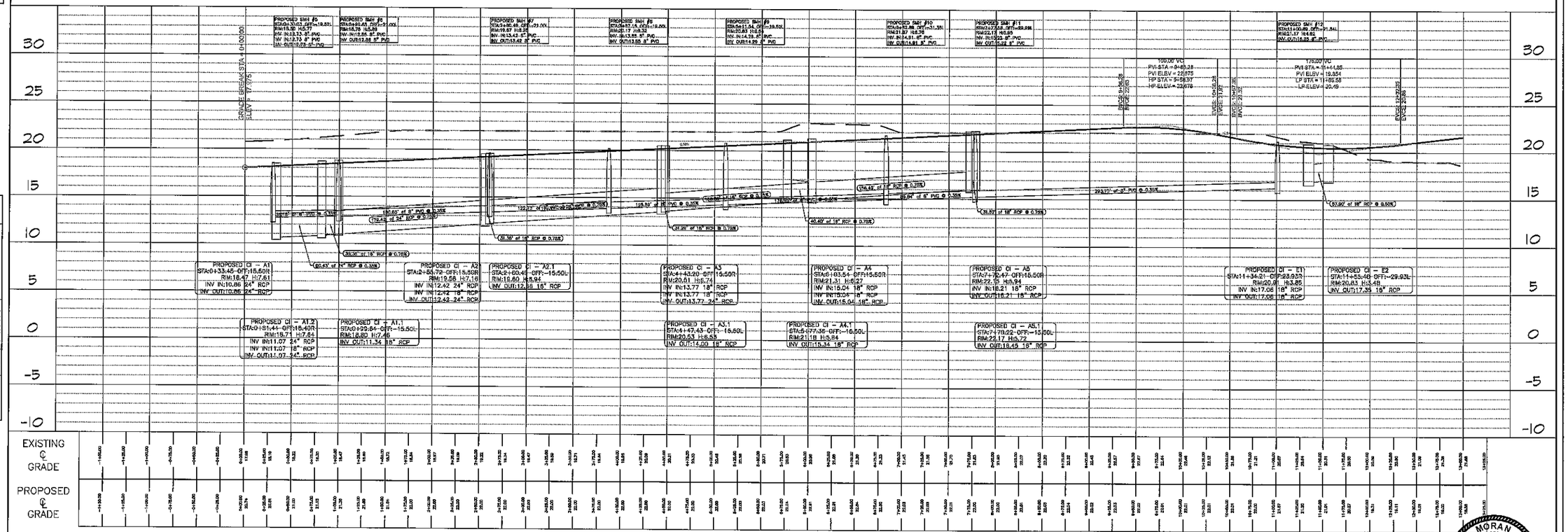
22-020

6-6-25 | PP1



PALM HEIGHTS BLVD. STA. 0+00 - 13+00

HORIZONTAL = 1"-50'
VERTICAL = 1"-5'



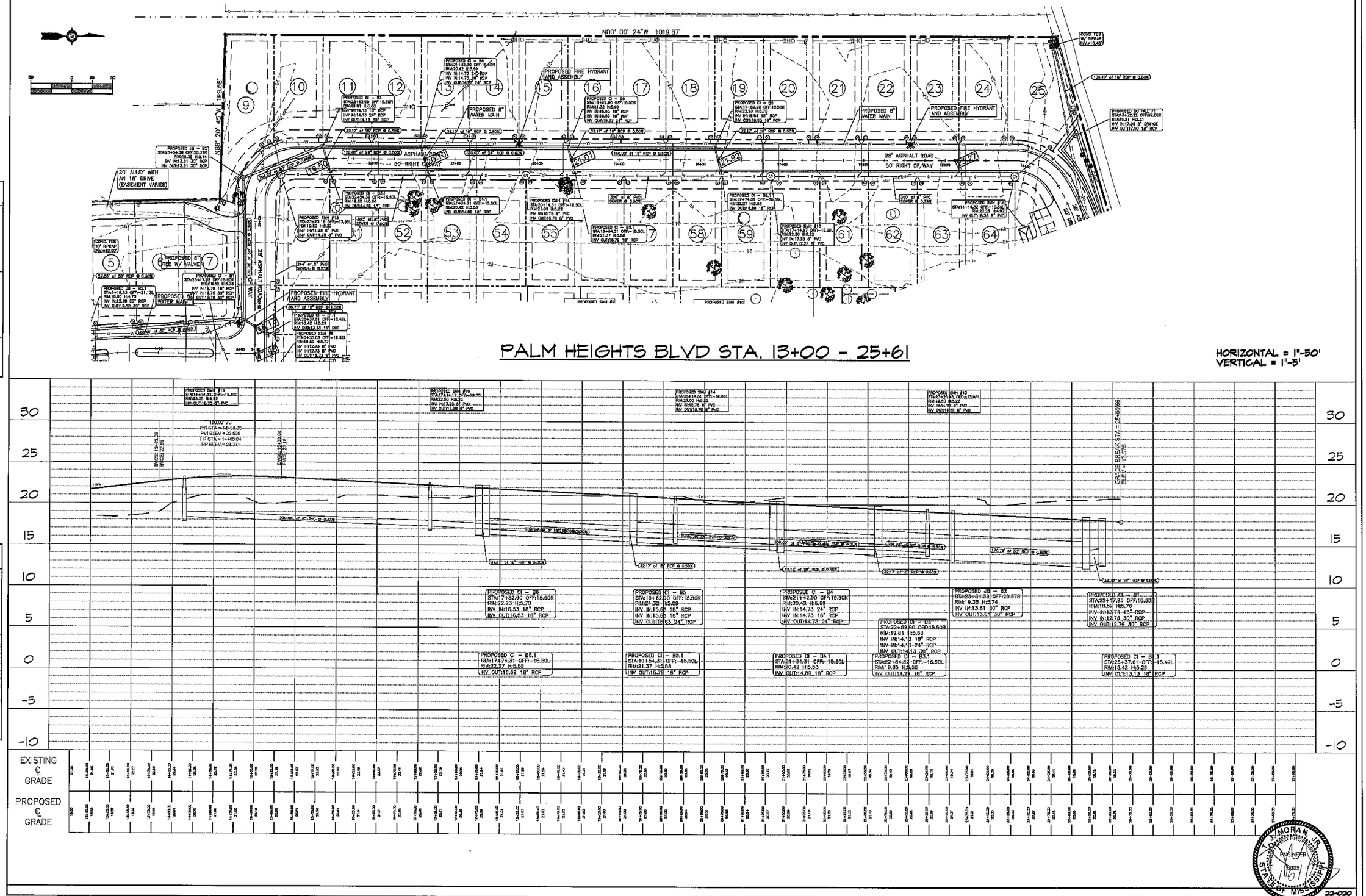
PLAN
NOTE BOOK
NO.
DATE
BY
SURVEYED
PLANTED
AREAS PAVED
EASEMENT CHECKED
RT. OF WAY CHECKED

PROFILE
SURVEYED
PLANTED
GRADES CHECKED
STRUCTURES
STRUCTURE SURVEYING CHKD
NOTE BOOK
NO.
DATE
BY

J. NORAN JR.
REGISTERED PROFESSIONAL ENGINEER
STATE OF MISSISSIPPI
ENGINEER
10061
12-020

6-6-23

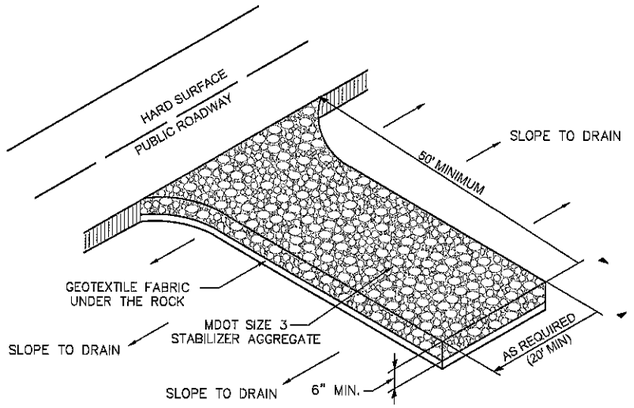
PP2



PALM HEIGHTS BLVD STA. 13+00 - 25+61

HORIZONTAL = 1"=50'
VERTICAL = 1"=5'

CONSTRUCTION DETAILS



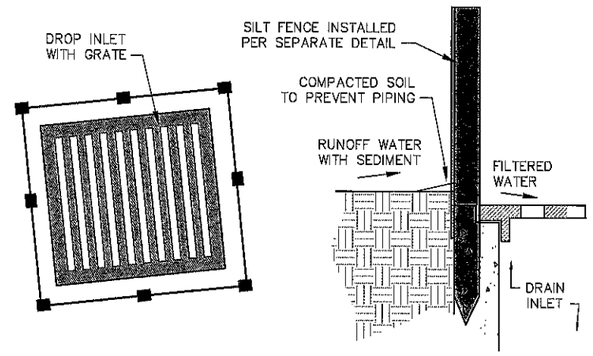
NOTES:

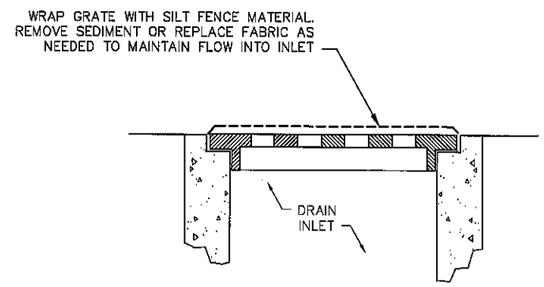
1. THE AREA OF THE CONSTRUCTION ENTRANCE SHALL BE EXCAVATED 6 INCHES DEEP, 50 FEET LONG AND SHALL EXTEND THE FULL WIDTH OF ANY VEHICULAR INGRESS AND EGRESS (MINIMUM 20 FEET) LOCATED ON THE SITE.
2. THE ENTRANCE SHALL BE PROPERLY MAINTAINED FOR THE DURATION OF THE PROJECT TO PREVENT THE TRACKING OF SEDIMENT 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: 5/20/15	APPR. BY: DBA	REVISION
SCALE: N.T.S.	DR. NO.: 02295	
DR. BY:	FILE: CONSTRUCT ENTRY.dwg	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT

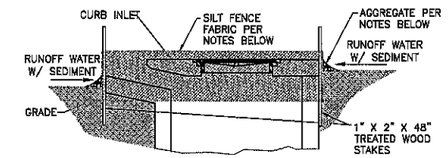




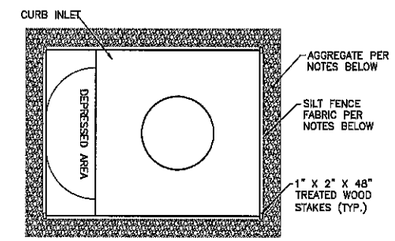
STORM DRAIN INLET PROTECTION DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02295	
DR. BY:	FILE: INLET PROTECTION	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT



ELEVATION VIEW

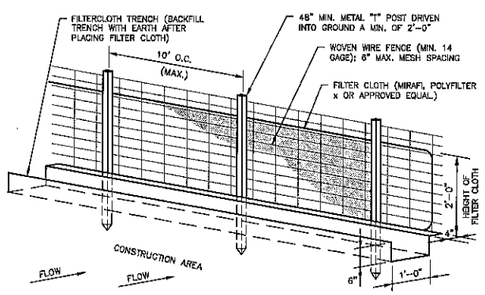


PLAN VIEW

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. STAKES 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 15" 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

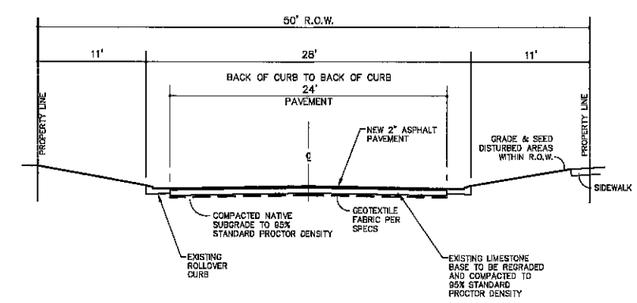
INSTALLATION:
1. USE STEEL "T" POSTS THAT ARE 5 FEET IN LENGTH.
2. INSTALL POSTS STARTING AT THE CENTER OF THE LOWEST POINT OF THE FENCE LINE. DRIVE POSTS 12 INCHES INTO THE GROUND.
3. INSTALL POSTS ON 10-FOOT CENTERS IF METAL MESH FENCING IS TO BE USED AS ADDITIONAL SUPPORT. IF NO METAL FENCING SUPPORT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

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

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

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT



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

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT

TERRY MORAN, P.E., P.L.S.
P.O. Box 477 Ph (228) 896-4733
Biloxi, MS 39535 Fax (228) 896-6769
TME
TERRY MORAN
ENGINEERING & SURVEYING

T. J. MORAN, JR. REGISTERED PROFESSIONAL ENGINEER 18005 STATE OF MISSISSIPPI

In Association With

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

Sheet: CONSTRUCTION DETAILS

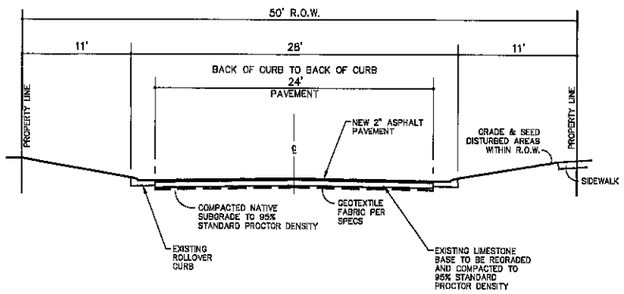
Project: PALM HEIGHTS SUBDIVISION
1656 BEACH DRIVE
GULFPORT, MS

Date: 6-6-23
Drawn By: S.G.C.
Check By: R.B.H.
REV:

Sheet: CD1

Project No: 22-020

CONSTRUCTION DETAILS



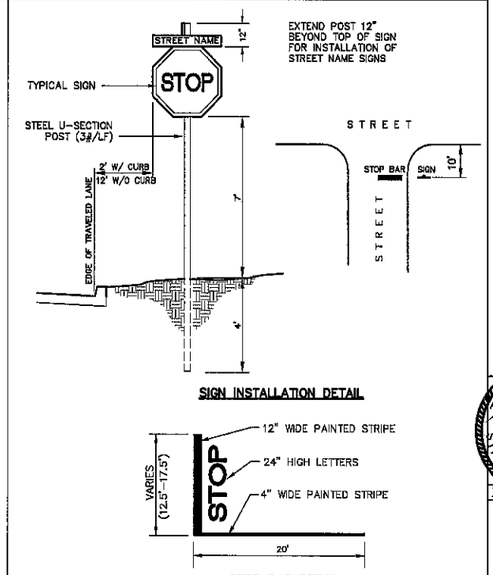
TYPICAL ROADWAY SECTION		
DATE: 5/19/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02521	R.O.W. & LIMESTONE/FLY ASH BASE
DR. BY:	FILE: RDSECT	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT

STREET LIGHT DETAIL

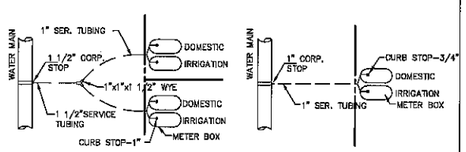
N.T.S.



STOP SIGN & BAR DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02555	
DR. BY:	FILE: STOPSIGN	

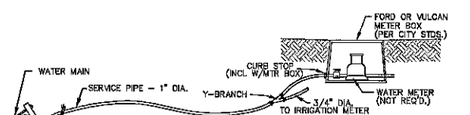
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT

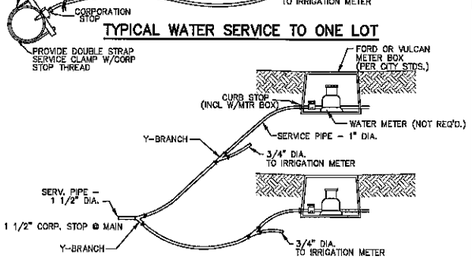


PLAN-TYPICAL DOUBLE SERVICE

PLAN-TYPICAL SINGLE SERVICE



TYPICAL WATER SERVICE TO ONE LOT

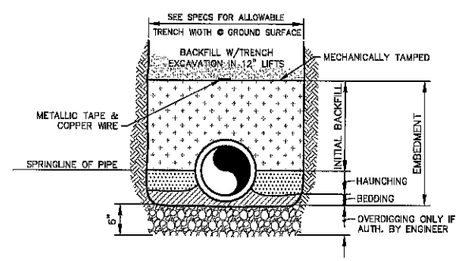


TYPICAL WATER SERVICE TO TWO LOTS

TYPICAL WATER SERVICES		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02861	
DR. BY:	FILE: WTRSRV	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT



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 95 PERCENT STANDARD PROCTOR FOR EACH LIFT SHALL BE CONSIDERED ADEQUATE COMPACTION.

CONTRACTOR SHALL MAINTAIN TRENCH BACKFILL AT ORIGINAL GROUND SURFACE UNTIL FINAL ACCEPTANCE OF THE WORK.

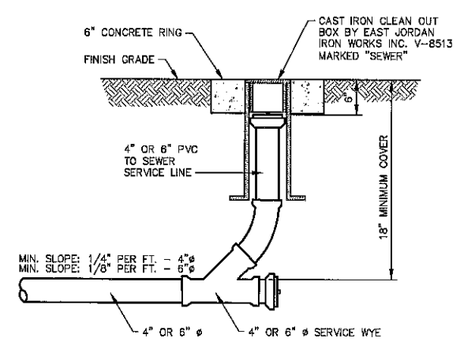
ALL SURPLUS MATERIALS NOT USED IN BACKFILLING SHALL BE REMOVED AND DISPOSED OF BY CONTRACTOR AT HIS OWN EXPENSE.

METALLIC TAPE WILL BE PLACED IN THE BACKFILL 12 INCHES ABOVE THE TOP OF PVC WATER MAINS, SEWAGE FORCE MAINS, AND PVC GRAVITY SEWER MAINS WITH LETTERING FACING UP.

PIPE EMBEDMENT & BACKFILL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02860	
DR. BY:	FILE: PIPEBED2	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT

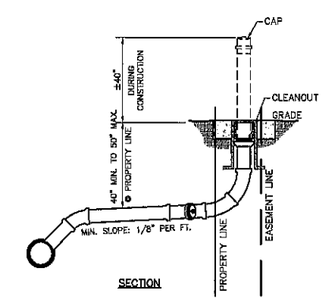


NOTE: ADD CONCRETE RINGS TO CLEANOUTS IN RIGHT-OF-WAYS

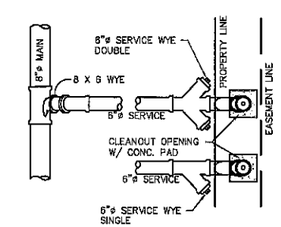
SEWER CLEANOUT		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02730 DWG-2	
DR. BY:	FILE: CLEANOUT	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT



SECTION



PLAN

TYPICAL SEWER SERVICE		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02730 DWG 3	
DR. BY:	FILE: SWRSRV	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport — ENGINEERING & PUBLIC WORKS DEPARTMENT

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

T. J. MORAN, JR. — REGISTERED PROFESSIONAL ENGINEER — 6905 — STATE OF MISSISSIPPI

In Association With

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

Sheet: CONSTRUCTION DETAILS

Project: PALM HEIGHTS SUBDIVISION
1856 BEACH DRIVE
GULFPORT, MS

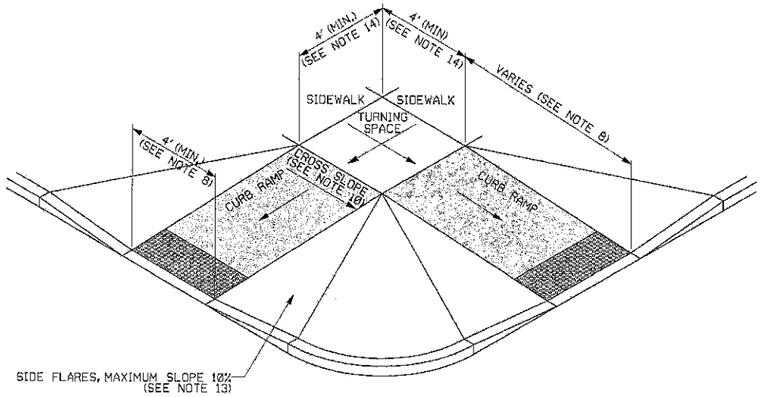
Date: 8-4-21
Drawn By: S.G.C.
Check by: RBH
REV.

Sheet: CD2

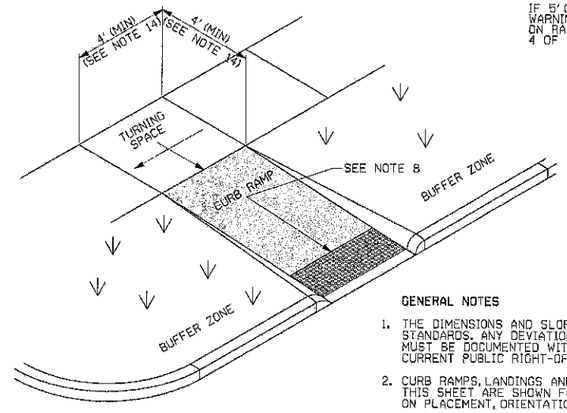
Project No. 22-020

CONSTRUCTION DETAILS

STATE	PROJECT NO.
MISS.	

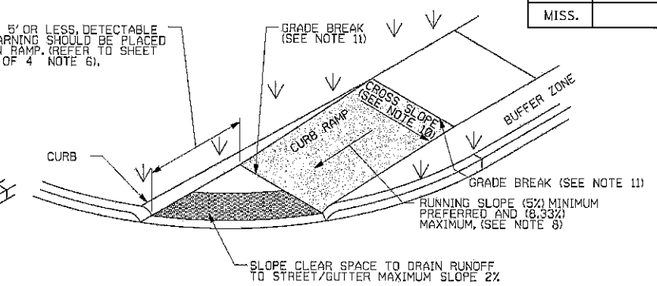


TYPE 1 - PERPENDICULAR CURB RAMP

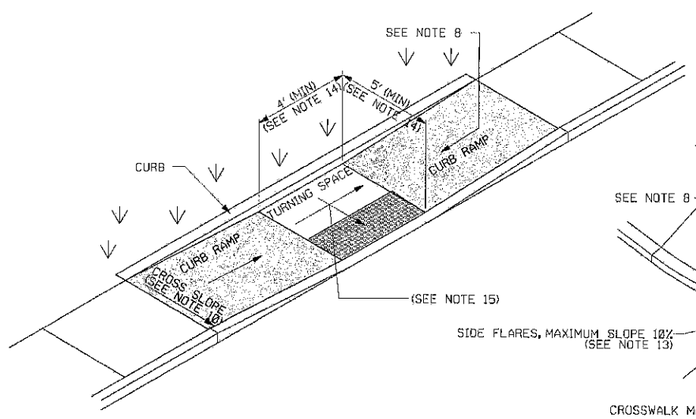


TYPE 2 - PERPENDICULAR RETURNED CURB RAMP

SIDES OF CURB RAMPS MAY BE RETURNED, PROVIDING USEFUL DIRECTIONAL CUES, IF PROTECTED FROM CROSS TRAVEL BY LANDSCAPING, STREET FURNITURE, POLES, OR EQUIPMENT.

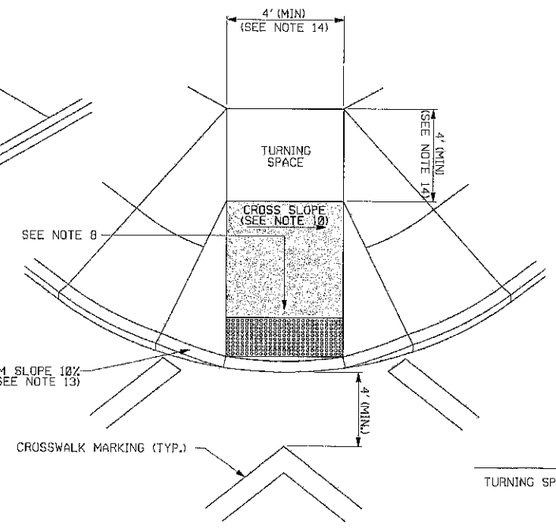


TYPE 3 - ALTERNATE PERPENDICULAR RETURNED CURB RAMP



TYPE 4 - PARALLEL CURB RAMP

THE CURB BEHIND THE TURNING SPACE AND RAMPS 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 RAMPS ARE UNACCEPTABLE IN NEW CONSTRUCTION. THEY MAY BE USED FOR ALTERATIONS ONLY IF IT IS THE ONLY OPTION THAT WILL WORK.

GENERAL NOTES

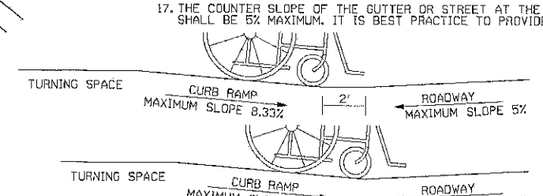
1. THE DIMENSIONS AND SLOPES PRESENTED IN THE DETAILS ARE THE MINIMUM NECESSARY TO COMPLY WITH THE ADA AND MDOT STANDARDS. ANY DEVIATION LESS THAN THE MINIMUM WIDTH OR GREATER THAN THE MAXIMUM SLOPE FROM THESE STANDARDS MUST BE DOCUMENTED WITH THE STANDARDS BEING MET TO THE GREATEST EXTENT PRACTICABLE AND CONSISTENT WITH THE MOST CURRENT PUBLIC RIGHT-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG).
2. CURB RAMPS, 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 RAMPS SHALL BE AS SHOWN IN THE PLANS.
4. ANY COMBINATION OF PERPENDICULAR, PERPENDICULAR RETURNED, AND PARALLEL CURB RAMPS MAY BE USED TO ACHIEVE AN ACCESSIBLE DESIGN AS LONG AS THE BASIC REQUIREMENTS FOR CURB RAMPS ARE MET.
5. CURB RAMPS 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 RAMPS, 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 RAMPS AND AT THE BOTTOM OF PARALLEL RAMPS. 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%.



NOTE: 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%

COUNTER SLOPE CONDITIONS

DATE	REVISION	BY

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

CURB RAMPS

RAMP DESIGN ELEMENTS

SHEET 1 OF 4

WORKING NUMBER SDCCR-1

SHEET NUMBER

FILENAME: SDCCR.DGN

DESIGN TEAM _____ CHECKED _____ DATE 12/6/13

CURB RAMPS				
DATE: 5/20/15	APPR. BY: BCM	REVISION	DATE	BY
SCALE: N.T.S.	DR. NO.: 02522			
DR. BY:	DR. NO.: CURB RAMP 1			

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

Gulfport

TERRY MORAN, P.E., P.L.S.
P.O. Box 4075 Ph (228) 896-4733
Biloxi, MS 39535 Fax (228) 896-6760
TME
TERRY MORAN ENGINEERING & SURVEYING

T. J. MORAN JR. ENGINEER 19005 STATE OF MISSISSIPPI

HEINRICH & ASSOCIATES
RESIDENTIAL & COMMERCIAL DESIGN
1856 23rd Ave, Suite B - Gulfport, MS 39501
Ph (228) 896-6768

Sheet CONSTRUCTION DETAILS

Project PALM HEIGHTS SUBDIVISION
1856 BEACH DRIVE
GULFPORT, MS

Date 8-4-21
Drawn By SGC
Check By RBH
REV

Sheet CD3

Project No 22-020

PLAN
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
HIGHWAY DESIGN DIVISION
12/9/2013 9:26 AM SDCCR.DGN

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. L. Dickens
SECRETARY

SEAL 1983

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. L. Dickens
SECRETARY

SWORN TO AND SUBSCRIBED before me on this, the 5th day of March, 1982,

Mrs. J. D. Davis
NOTARY PUBLIC

My Commission Expires
My Commission Expires August 9, 1985.

1260

STATEMENT OF FEES

First Page	$2.00
Add. Page at $1.00	1.00
Abstracting Section at $1.00	1.00
Marginal Entry at .50	
Total Fees	4.00

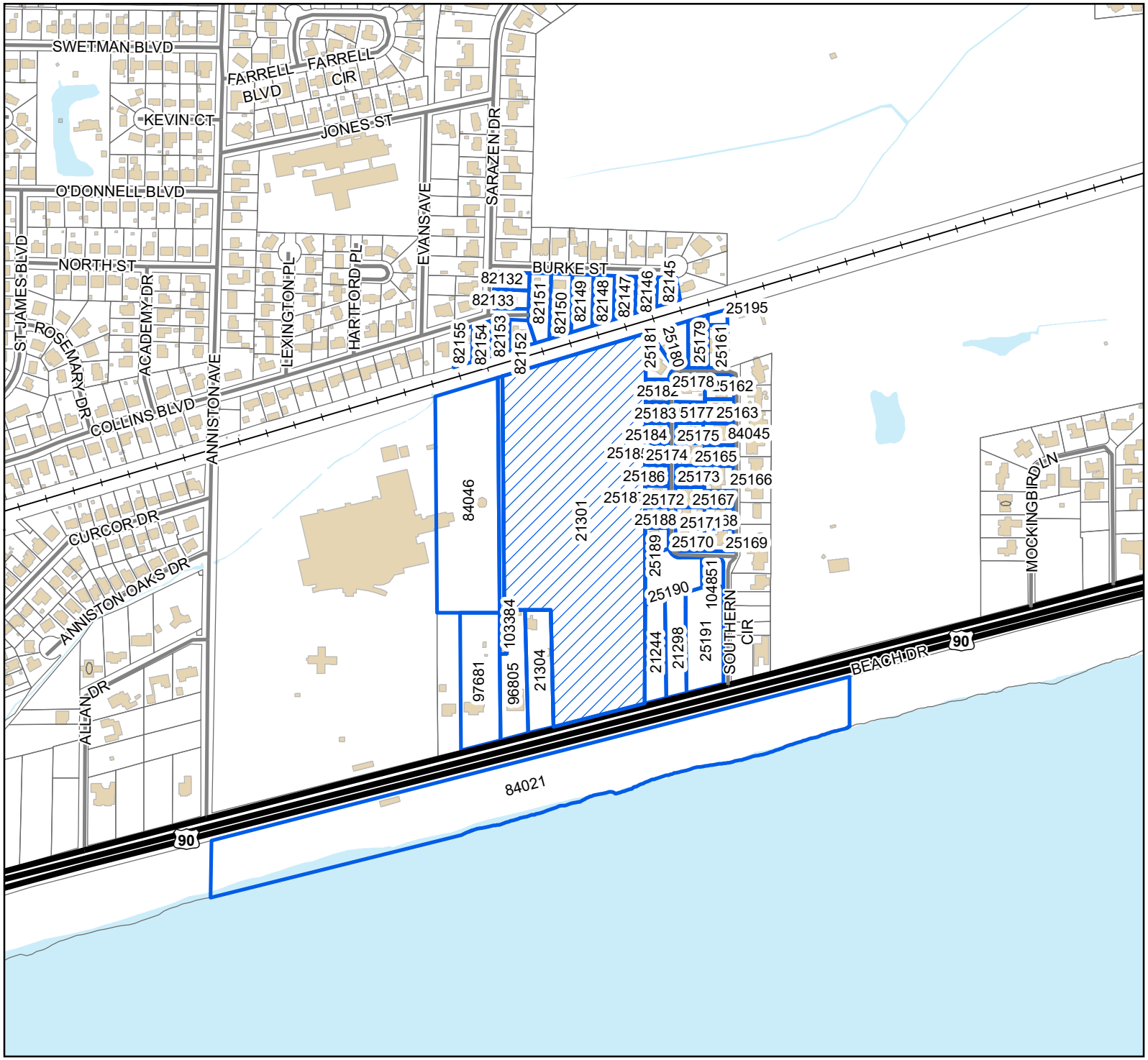
STATE OF MISSISSIPPI, COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT:
I hereby certify that this instrument was received and filed for record at 10 o'clock and 00 minutes A M on 12 day of March A.D. 19 82 and recorded March 15, 19 82 in Records of Deeds Book 925 Page 362-368
O. N. Green, Chancery Clerk
By 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	1010O-02-037.000	JENNER CHRISTIE ELLEN	306 SOUTHERN CIR	GULFPORT	MS	39507
	25189	1010O-02-029.000	HANNUM BOB & DEBBIE	351 SOUTHERN CIRCLE	GULFPORT	MS	39507
	103384	1010O-02-051.003	DOUGLAS JOHN WILLIAM & CANDACE	1828 BEACH DRIVE	GULFPORT	MS	39507
	25169	1010O-02-046.000	WIECK TERESA M & MARTIN JEFFERY R	205 SOUTHERN CIRCLE	GULFPORT	MS	39507
	25170	1010O-02-031.000	SMITH LYNN L & MELISSA S	350 SOUTHERN CIRCLE	GULFPORT	MS	39507
	25179	1010O-02-019.000	BERTUCCI FELIX J III	282 SOUTHERN CIR	GULFPORT	MS	39507
	25163	1010O-02-040.000	FAERBER DONALD EDWARD -ESTATE-	247 SOUTHERN CIRCLE	GULFPORT	MS	39507
	25184	1010O-02-024.000	O'CONNOR SYLVIA J	5337 LOST OAK DR	BATON ROUGE	LA	70817
	25181	1010O-02-021.000	JONES DAVID W	291 SOUTHERN CIR	GULFPORT	MS	39507
	84045	1010O-02-041.000	BRAWDY ANTHONY DUANE & JENNIFER L	239 SOUTHERN CIR	GULFPORT	MS	39507
	82147	1010O-01-002.016	BULEY DONALD W & KAREN C	2412 BURKE STREET	GULFPORT	MS	39507
	82152	1010O-01-002.021	WILLIAMS KYLE M	2430 COLLINS BLVD	GULFPORT	MS	39507
N	21301	1010O-02-050.000	WILLIAM CAREY COLLEGE				0
	82132	1010O-01-002.001	DOMINGUEZ MACARIO A & CYNTHIA -TR-	9169 VICTORIA CIRCLE	GULFPORT	MS	39507
	25187	1010O-02-027.000	CARRELL WILLIAM THOMAS & EMMA SIU	337 SOUTHERN CIRCLE	GULFPORT	MS	39507
	82148	1010O-01-002.017	CALDWELL VIRGINIA CLAIR & JAMES BYR	980 COURTHOUSE RD	GULFPORT	MS	39507
	21304	1010O-02-051.000	DOUGLAS CAROL	1830 BEACH DRIVE	GULFPORT	MS	39507
	82150	1010O-01-002.019	LEE KATHRYN & LEE MICHELLE	2406 BURKE ST	GULFPORT	MS	39507
	25161	1010O-02-018.000	PAGAN ADALBERTO GIRON & TERESA R	264 SOUTHERN CIR	GULFPORT	MS	39507
	25162	1010O-02-039.000	GASTON MICHAEL WELD & JUDY COOK	251 SOUTHERN CIRCLE	GULFPORT	MS	39507
	25173	1010O-02-034.000	JOHNSON RACHEAL L	334 SOUTHERN CIRCLE	GULFPORT	MS	39507
	96805	1010O-02-051.002	DOUGLAS JOHN WILLIAM & CANDACE	1828 BEACH DRIVE	GULFPORT	MS	39507
N	84046	1010O-02-052.000	UNITED STATES OF AMERICA	370 N CAPITOL ST BOX 1303	WASHINGTON	DC	20317
	25172	1010O-02-033.000	RADIX PAMELA A	336 SOUTHERN CIR	GULFPORT	MS	39507
	25167	1010O-02-044.000	WALLER MARY LOU W ETAL	217 SOUTHERN CIR	GULFPORT	MS	39507
	25188	1010O-02-028.000	KENDRICK JAMES L & ELIZABETH C	339 SOUTHERN CIRCLE	GULFPORT	MS	39507
	25185	1010O-02-025.000	ROGERS ROSE MARIE	333 SOUTHERN CIR	GULFPORT	MS	39507
	25168	1010O-02-045.000	PICKETT KELLY M	211 SOUTHERN CIR	GULFPORT	MS	39507
N	25195	1010O-02-017.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
	25171	1010O-02-032.000	ORR CHARLOTTE C -TRUSTEE-	338 SOUTHERN CIR	GULFPORT	MS	39501
	25190	1010O-02-030.000	SAMUEL BARRY -TRUSTEE-	340 VINCENT AVE	METAIRIE	LA	70005
	104851	1010O-02-047.002	COX ELIZABETH STEWART	133 SOUTHERN CIR	GULFPORT	MS	39507
	25166	1010O-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	1010O-01-002.022	SAMS MARY MELISSA	2428 COLLINS BLVD	GULFPORT	MS	39507
	25180	1010O-02-020.000	DELK C DAVID	288 SOUTHERN CIR	GULFPORT	MS	39507
	25182	1010O-02-022.000	LESLIE ANN GWIN -TRUSTEE-	323 SOUTHERN CIRCLE	GULFPORT	MS	39507
	25165	1010O-02-042.000	MILLER EDWARD O & S DIANE	233 SOUTHERN CIR	GULFPORT	MS	39507
	25174	1010O-02-035.000	O'REILLY LOUIS P & JOAN M	332 SOUTHERN CIR	GULFPORT	MS	39507
N	84021	1010O-03-001.000	GULFPORT CITY OF	P O BOX 76	JACKSON	MS	39205
	82151	1010O-01-002.020	HOLDEN DENTON E & TOSHIKO	2404 BURKE STREET	GULFPORT	MS	39507
	82146	1010O-01-002.015	GOODNIGHT GEORGE L & THERESA L	2414 BURKE STREET	GULFPORT	MS	39507
	25183	1010O-02-023.000	KILPATRICK LARRY E JR & LAURA F	325 SOUTHERN CIR	GULFPORT	MS	39507
	25175	1010O-02-036.000	ANDERSON JANIS J -TRUSTEE	330 SOUTHERN CIR	GULFPORT	MS	39501
	82155	1010O-01-002.024	LANGSTON JOANNE YOUNG	2424 COLLINS	GULFPORT	MS	39507
	82149	1010O-01-002.018	ISBELL TIMOTHY T & JUDY D	2408 BURKE ST	GULFPORT	MS	39507
	25178	1010O-02-038.000	OLSEN JOHN KEVIN JR & AMY FORD	304 SOUTHERN CIR	GULFPORT	MS	39507
	82145	1010O-01-002.014	SULLIVAN PATRICK R	2416 BURKE STREET	GULFPORT	MS	39507
	82133	1010O-01-002.002	BOUVETTE CHARLES S & LISA F	606 SARAZEN DR	GULFPORT	MS	39507
	82154	1010O-01-002.023	CAPIOLA ANDREW JOSEPH	2426 COLLINS BLVD	GULFPORT	MS	39507
	25186	1010O-02-026.000	HANNA HUGH BOYD JR & ELIZABETH LANE	335 SOUTHERN CIRCLE	GULFPORT	MS	39507
	21244	1010O-02-049.000	SAMUEL BARRY -TRUSTEE-	340 VINCENT AVE	METAIRIE	LA	70005
	97681	1010O-02-052.001	WARR BRENT & LAURA	1814 BEACH DR	GULFPORT	MS	39507
	21298	1010O-02-048.000	MAVAR KAREN W -TRUSTEE-	2314 N COUNTRY CLUB LANE	BILOXI	MS	39532
	25191	1010O-02-047.000	HERCHENHAHN JERRY T & CHERIE M	45 HARDY CT STE #260	GULFPORT	MS	39507

2307PC083

General Plan



Legend

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

0 90 180 270

Yards

1 inch = 600 feet

N
W E
S

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

RE: General Plan 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.

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, August 24, 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, August 24, 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.

McCLATCHY

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 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

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 Paarcel 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.

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

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: August 24, 2023

Re: General Plan 2308PC091:

General Plan 2308PC091, by agent Kenneth Jones, Tax Parcel 1009N-01-004.000, seeking approval of a General Plan for a 102-lot townhouse subdivision with 5-out parcels, (The Island Townhomes) located on East Taylor Road, Zoned R-2 (Single-family), Ward 5

Technical Report

General Plan
(Gulfport Island Townhomes)

GENERAL INFORMATION

Case File Number: 2308PC091

Hearing Date: August 24, 2023

Current Zoning/Use: R-2 / Vacant Property

Legal: General Plan 2308PC091, by agent Kenneth Jones, Tax Parcel 1009N-01-004.000, seeking approval of a General Plan for a 102-lot townhouse subdivision with 5-out parcels, (The Island Townhomes) located on East Taylor Road, Zoned R-2 (Single-family), Ward 5

TECHNICAL DETAILS

The applicant requests approval of a General Plan to create a new 102-lot townhouse subdivision with 5-out parcels, (Gulfport Island Townhomes), containing approximately 11.0-acres on tax parcel 1009N-01-004.000, Zoned R-2 (Single-family) district.

Regulations state that the minimum property size for new townhome development in this zoning district is 3,800 square feet each additional units 1,200 square feet with a front yard setback of 10- feet and a side set back of 8-feet for corner lots. The minimum lot width shall be 14-feet. In review of the General Plan, the applicant meets or exceeds the city's requirements for this zoning district. Street access created for this a straight-of-way that is connected to an existing roadway and provides an ingress and egress off East Taylor Road.

The proposed parcels are located adjacent to existing city rights-of-way, are protected by Gulfport Fire and Police, and will have capacity for city water and sewer. The applicant have submitted the required copy of the covenants.

Any approval should consider these conditions:

1. All construction shall comply with all City Building Codes and Ordinances.
2. Provide 12' Lanes.
3. Pipe section of ditch adjacent to roadway shifting from AT&T utilities.
4. Use Gulfport's typical roadway cross-section with 12' lanes and 2' barrier curb/gutter.
5. Provide drainage calculations.
6. Provide complete set of construction plans/docs at time of permitting.
7. Applicant must follow design standards.
8. 2018 IFC Sect. D107 shall be provided with two separate and approved fire apparatus access roads, or be equipped throughout with an approved automatic sprinkler system.
9. Electrical services and feeders are not allowed to pass through adjacent townhomes. Each townhome shall have its own electrical meter and equipment mounted on the individual home. Feeders shall not pass through another unit's attic or space nor buried underneath a neighbor's home or property. The feeder belonging to one home shall not encroach on another tax parcel. All electrical service entrance cables, feeders, and equipment shall be

independent to each other. Utility service cables shall be located in a utility easement outside of the structure.

DEPARTMENTAL CONDITIONS

Engineering: Conditions.

1. Pipe section of ditch adjacent to roadway shifting from AT&T utilities.
2. Use Gulfport's typical roadway cross-section with 12' lanes and 2' barrier curb/gutter.
3. Provide drainage calculations.
4. Provide complete set of construction plans/docs at time of permitting.
   Memo dated 08/15/23.

Public Works: See engineering notes. Memo dated 08/15/23.

Traffic and Safety: No conditions. Memo dated 08/16/23.

Building Code Services: All construction shall comply with all City Building Codes and Ordinances. Electrical services and feeders are not allowed to pass through adjacent townhomes. Each townhome shall have its own electrical meter and equipment mounted on the individual home. Feeders shall not pass through another unit's attic or space nor buried underneath a neighbor's home or property. The feeder belonging to one home shall not encroach on another tax parcel. All electrical service entrance cables, feeders, and equipment shall be independent to each other. Utility service cables shall be located in a utility easement outside of the structure. Memo dated 08/02/23.

GIS: No conditions. Memo date 08/10/23.

Police Department: No conditions. Memo dated 08/10/23.

Fire Department: Conditions. 2018 IFC Sect. D107 shall be provided with two separate and approved fire apparatus access roads, or be equipped throughout with an approved automatic sprinkler system. Memo dated 08/10/23.

City Arborist: No conditions. Memo dated 8/1/2023.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

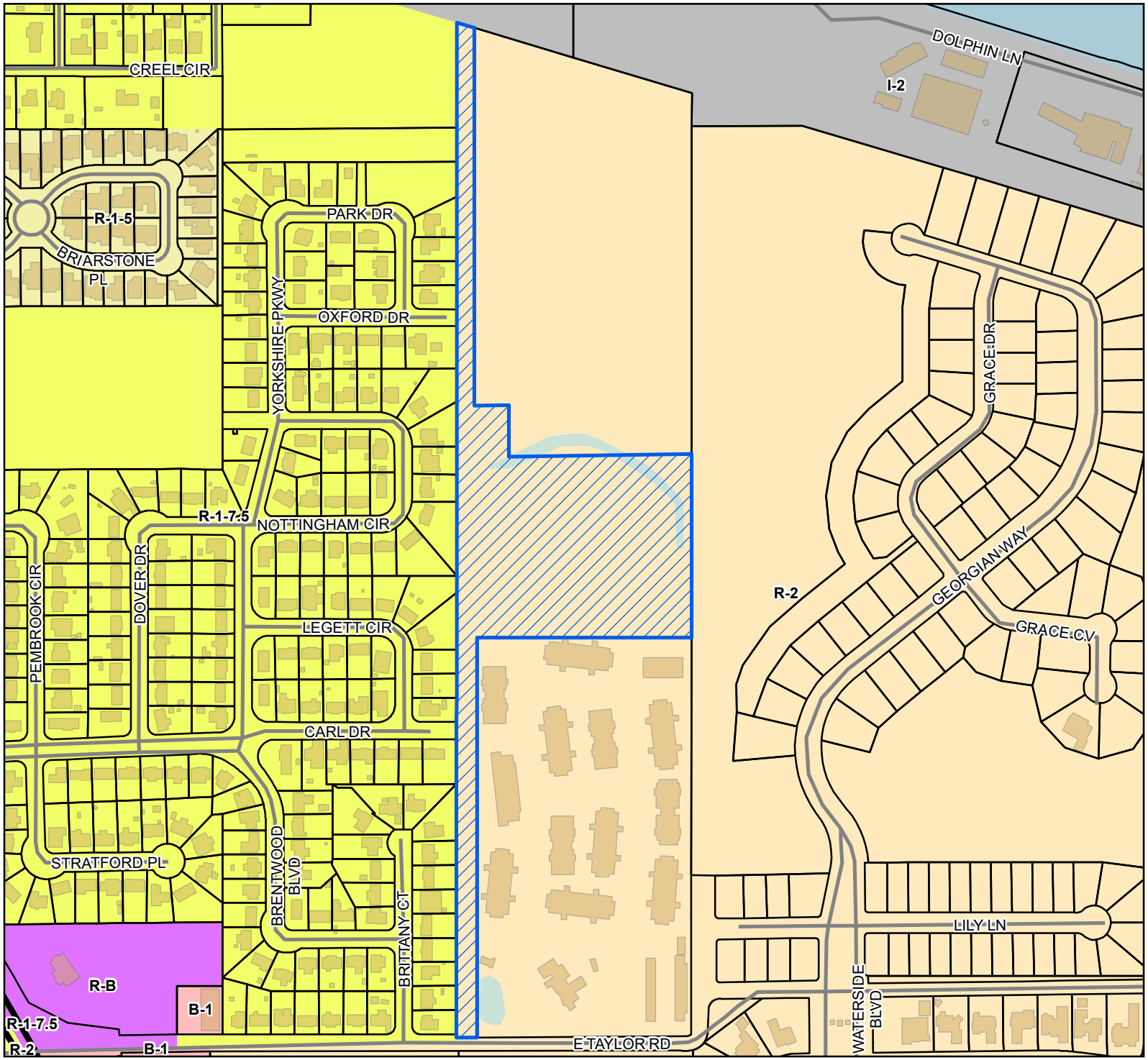
Technical Report

General Plan
(Gulfport Island Townhomes)

Greg Homes
Director of Urban Development Department

2308PC091

General Plan



Site
US or State Highway
Street
Parcels
Buildings
Water Features

Zoning

B-1 - Neighborhood Business District
I-2 - Heavy Industry District
R-1-5 - Single Family Residence District (Medium Density)
R-1-7.5 - Single Family Residence District (Low Density)
R-2 - Single Family Residence District (Medium Density)
R-B - Residence-Business District

Site Information

1009N-01-004.000
Zoning: R-2 (Single-family)
Size: 11.6 acres
Flood: X

0 60 120 180
Yards

1 inch = 400 feet

N W E S

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

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

APPLICATION FOR GENERAL SUBDIVISION PLAN FOR TOWNHOMES

Property Information

For Staff Use Only

Case File #: 2308PC091

Date Received: 6/26/23

Receipt #:

Received By: RG

Zoning: R-2

Ward: Flood:

Size:

(If necessary, use separate sheet of paper)

TAX PARCEL # 1009N-01-004.000

Address of Property Involved: 10090 EAST TAYLOR RD. GULFPORT

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

General Location: SECTION 19 TOWNSHIP 07 RANGE 10

GENERAL DESCRIPTION OF REQUEST:

General Subdivision Plan for a 102 Lot Townhome Subdivision.

OWNERSHIP AND CERTIFICATION:

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

OWNER	AGENT
ROBERT JASON GRAHAM	Gulf Coast Development & Design - Kenneth Jones
Printed Name Of Owner	Printed Name Of Agent
Po Box 1207	919 2nd Street
Mailing Address	Mailing Address
PURVIS MS 39475	Gulfport, MS 39501
City State Zip code	City State Zip code
601 794 2253	228-596-4471
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
JASON@THEGRAHAMBUILDING.COM	Kenneth@gcdevelopmentdesign.com
Email	Email
Signature Of Owner	Signature Of Agent

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

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

February 22, 2023

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

To Whom It May Concern:

As owners of parcel 1009N-01-004.000, I Jason Graham the owner of the property, authorize Kenneth Jones and/or Andy Phelan of Gulf Coast Development and Design, LLC to act as agent regarding the rezoning and permitting for parcels 1009N-01-004.000.

Sincerely,

State of Mississippi
County of Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16th day of March, 2022, within my jurisdiction, the within named Jason Graham [name(s) of person(s) acknowledged], who acknowledged that (he)(she)(they) executed the above and foregoing instrument.

Name: Vickie Smith Williamson

My Commission Expires: February 11, 2024

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 10466
VICKIE SMITH WILLIAMSON
Commission Expires
Feb. 11, 2024
LAMAR COUNTY

BYLAWS

OF

THE ISLAND TOWNHOMES OWNERS ASSOCIATION, INC.

A NONPROFIT CORPORATION
UNDER THE LAWS OF THE STATE OF MISSISSIPPI

These Bylaws (these "Bylaws") of **THE ISLAND TOWNHOMES OWNERS ASSOCIATION, INC.** (hereinafter called the "Association"), a nonprofit corporation, incorporated under the laws of the State of Mississippi are hereby created and adopted pursuant to the Articles of Incorporation of the Association filed in the office of the Mississippi Secretary of State (the "Articles of Incorporation").

ARTICLE I
ASSOCIATION

1.1 Office. The office of the Association shall be at 919 2nd Street, Gulfport, MS 39501, or such other place as shall be selected by the Board of Directors.

1.2 Purpose. The Association has been organized for the following purpose: (i) to furnish all services reasonably necessary, for the health, comfort, safety, welfare and enjoyment of the lot owners of the proposed subdivision to be known as The Island Townhomes (the "Subdivision"), which is located on all or a portion of that certain real property located in Harrison County, Mississippi and more particularly described in that certain Declaration of Conditions, Covenants and Restrictions for the Subdivision executed by The Island Townhomes, LLC, a Mississippi limited liability corporation ("Declarant") for the Subdivision recorded in the office of the Chancery Clerk of Harrison County, Mississippi, as may be amended from time to time (the "Declaration"), to the extent provided in the Declaration, (ii) to own, manage and control all of the common areas and improvements thereon located within the boundaries of the Subdivision which are intended to be devoted to the common use and enjoyment of the owners of lots in the Subdivision, including, but not by way of limitation, the maintenance of private easements or roads, any decorative fences, street islands and any detention pond for storm water drainage, (iii) to administer, enforce and otherwise act in accordance with the Declaration, (iv) to assess, collect and direct the proper disbursement of Assessments (as defined in the Declaration) in accordance with these Bylaws and the Declaration, and (v) and to perform any other lawful activity for the benefit of the Subdivision as permitted by law.

1.3 Powers. The Association shall have the following powers: (i) to own, accept, acquire, mortgage and dispose of real and personal property, and to obtain, invest and retain funds, in advancing the purposes stated in Section 1.2 above, (ii) to transact all business being not for profit, consistent with the purposes for which this Association is organized, and to protect the lawful rights and interests of its members in connection therewith, and (iii) any and all powers

granted under the Mississippi Nonprofit Corporation Act, codified in Mississippi Code Section 79-11-101, et. seq.

1.4 Fiscal Year. The fiscal year of the Association shall be the calendar year.

ARTICLE II
MEMBERS

2.1 Qualification. There shall be only one (1) class of membership. The members of the Association shall be all of the record owners of platted lots within the Subdivision. "Owner", as used herein, shall mean and refer to the record owner, whether the same shall consist of one or more persons or entities, of the fee simple title to any platted lot in the Subdivision (a "Lot"), but excluding those having such interest merely as security for the performance of the obligation. Membership in the Association shall be established by recordation, in the Office of the Chancery Clerk of Harrison County, Mississippi, of a deed of conveyance transferring record title to a Lot and the delivery to the Association of an executed true copy of said deed. The Owner designated by such instrument shall thereby automatically become a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, and shall cease as to any Owner upon transfer of title from such Owner to another owner.

2.2 Voting Rights. All Owners shall be entitled to one (1) vote for each Lot owned.

2.3 Designation of Voting Members.

2.3.1 If a Lot is owned by more than one (1) person, the person entitled to cast the vote or votes for the Lot may be designated by a certificate signed by all of the record Owners of the Lot and filed with the Secretary of the Association. If a Lot is owned by a corporation, partnership, trust, company or other legal entity, the person entitled to cast the vote or votes for the Lot may be designated by a certificate of appointment signed by a duly authorized representative of the entity and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot, and a certificate may be revoked by any Owner of an interest in the Lot. Any such revocation shall be in writing and signed by any Owner of an interest in the Lot or a duly authorized representative of the entity, as the case may be, and filed with the Secretary of the Association.

2.3.2 If a Lot is owned by more than one (1) person and such Owners do not designate a voting member as required hereinabove, the following provisions shall apply:

2.3.2.1 If more than one (1) such Owner is present at any meeting, and said Owners are unable to concur on a decision on any subject requiring a vote, said Owners shall lose their right to vote on that subject at that meeting; however, said vote or votes shall be included in the determination of the presence of a quorum.

2.3.2.2 If only one (1) such Owner is present at a meeting, such person attending shall be entitled to cast the vote or votes pertaining to the Lot.

2.3.2.3 If more than one (1) such Owner is present at the meeting and said Owners concur, any one (1) such Owner may cast the vote or votes for the Lot.

2.3.3.4 In no event shall more than one (1) vote be cast with respect to any single Lot.

2.4 Restraint Upon Alienation of Assets. A member shall have no vested right, interest, or privilege of, in, or to the assets or funds of the Association, or any right, interest or privilege which may be transferable or inheritable, or which shall continue after his membership ceases, except as an appurtenance to the ownership of his Lot.

2.5 Change of Membership. A change of membership in the Association shall be established by recording in the Chancery Clerk of Harrison, County, Mississippi, a deed or other instrument establishing a record title to a Lot (the "Record Property") and the delivery to the Association of a certified copy of such instrument, the Owner designated by such instrument thereby becoming a member of the Association. The membership of the prior Owner shall be thereby terminated, provided he is not an Owner of other Record Properties in the Subdivision. Any change in ownership shall be subject to the relevant Subdivision documents, including the Declaration.

2.6 Nonprofit Corporation. The Association shall be without capital stock, will not be operated for profit and will not distribute gains, profits or dividends to any of its members. The members of the Association shall not be personally liable for the debts, liabilities or obligations of the Association, but shall be personally liable to the Association for their pro rata share of costs and expenses that are attributable to members of the Association under these Bylaws or the Declaration. The purposes of the Corporation shall be served without pecuniary profit to any director or member of the Association.

ARTICLE III
MEMBERS' MEETINGS

3.1 Place. All meetings of members of the Association shall be held at such place within the County of Harrison, Mississippi, as may be stated in the notice of the meeting.

3.2 Membership List. No later than two (2) business days after notice of a member's meeting is given, a complete list of the members of the Association, arranged alphabetically and showing the number of votes each member is entitled to, shall be prepared by the Secretary. Such list shall be maintained by the Secretary of the Association and shall be open to examination by any member at the meeting or prior to the meeting at any reasonable time and on reasonable notice at the Association's principal office or at such other location as may be specified in the notice and located within the city where the meeting will be held.

3.3 Regular Meetings.

3.3.1 After Turnover (as defined in the Declaration), regular or annual meetings of the members of the Association shall be held on the second Tuesday of October of each year; provided, however, if the day set for annual meetings is a legal holiday, the meeting shall be held the same hour on the next day following which is not a legal holiday.

3.3.2 The time of holding the annual meeting of members may be changed at any time prior to fifteen (15) days before the regular day for holding such meeting by a resolution duly adopted by the Board of Directors or by the members, provided that notice of such change be mailed to each member of record, at such address as appears upon the records of the Association, not less than ten (10) days before the holding of such meeting; and further provided that each annual meeting of members shall be held within one (1) month of the date on which it should regularly have been held but for such change.

3.3.3 The purpose of the annual meeting is for electing directors and for transacting any other business authorized to be transacted by the members. The annual meeting may be waived by agreement of two-thirds (2/3) of the voting interests of the members, in writing.

3.4 Special Meetings.

3.4.1 Special meetings of the members for any purpose may be called at any time by the President, and shall be called by the President or Secretary at the request, in writing, of either a majority of the Board of Directors or twenty percent (20%) of the members. Such request shall state the purpose of the proposed meeting.

3.4.2 Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

3.5 Notice. Written notice of every meeting, special or regular, of the members of the Association, stating the day and hour and place and, in the case of special meetings, the object or objects thereof, shall be hand delivered or mailed by first class mail to each member at such member's address as shown in the books of the Association at least ten (10) days, but no more than fifty (50) days, prior to such meeting unless waived in writing.

3.6 Waiver of Notice. Whenever any notice is required to be given to any member under the provisions of the Mississippi Constitution, Mississippi Nonprofit Corporation Act, or the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

3.7 Proxies. At any meeting of the members of the Association, each member shall be entitled to vote in person or by proxy. However, no proxy shall be valid unless it is filed with the Secretary prior to a meeting. Proxies are only valid for the particular meeting designated therein. No proxy vote may be cast on behalf of a member who is present at a meeting.

3.8 Vote Required to Transact Business. When a quorum is present at any meeting, the holders of a majority of voting rights shall decide any question brought before the meeting. If the question is one which requires more than a majority vote by express provision of any statute, the Articles of Incorporation, the Declaration or these Bylaws, the express provision shall govern and control the number of votes required. In all cases where reference is made to percentage of the vote of members, percentage of the members, or percentage of the members for purposes of determining the vote thereof, the percentage stated shall mean the percentage of the voting rights of the members.

3.9 Quorum. Fifty-one (51%) percent of the total number of voting rights of the Association present in person or represented by proxy, shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute or these Bylaws. If a quorum is not present at any meeting, the members may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. Any business may be transacted at any adjourned meeting until a quorum is present. Any business may be transacted at any adjourned meeting which could have been transacted at the meeting called.

3.10 Proviso. Notwithstanding anything contained herein to the contrary, until Turnover, there shall be no meeting of the members of the Association unless a meeting is called by the Board of Directors. Prior to Turnover, Declarant shall have the sole and exclusive right to take all action on behalf of the Association and vote on all other matters required to be voted on or approved by the members of the Association.

3.11 Order of Business. The order of business at annual members' meetings and, as far as practicable, at all other members' meetings, shall be:

1. Call to order.
2. Calling of roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Reports of officers.
6. Reports of committees.
7. Election of Directors.
8. Unfinished business.
9. New business.
10. Adjournment.

3.12 Action by Written Consent. Action required or permitted to be taken at a members meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by the members holding at least 80% of the voting interests entitled to vote with respect to the subject matter thereof. The consent shall have the same force and effect as an approving vote of the members and may be stated as such in any filing instrument filed with either the

Chancery Clerk or Secretary of State. Action taken under this Section 3.12 shall be effective on the date the first consenting member signs the consent, unless the consent specifies a different effective date. Written notice of member approval by written consent must be given to all members who have not signed the written consent. If such written notice is required, member approval will be effective ten (10) days after such written notice is given.

ARTICLE IV
DIRECTORS

4.1 Initial Board of Directors. The initial three (3) directors of the Association comprising the Board of Directors shall be: [redacted], and [redacted]. Notwithstanding anything contained in these Bylaws or the Declaration to the contrary, until Turnover, Declarant shall have the sole and exclusive right to (1) appoint all of the members of the Board of Directors of the Association; and (2) remove and replace any members of the Board of Directors of the Association. Within sixty (60) days after Turnover, Declarant shall call a meeting of the members for the purposes of transitioning control of the Association to the members, and electing new directors to the Board of Directors. After Turnover, the members of the Association shall have the right to elect the Board of Directors as set forth in Section 4.2.

4.2 Election of Board of Directors Following Turnover.

4.2.1 Number. The affairs and business of the Association shall be managed by a Board of Directors, consisting of not less than three (3) or more than five (5) persons. The number of directors shall be determined pursuant to these Bylaws. Each director shall be a person entitled to cast a vote in the Association, except for the members of the initial Board of Directors. The number of directors constituting the initial Board of Directors shall be three (3), as designated in Section 4.1.

4.2.2 Term. Each director shall be elected to serve a term of one (1) year or until his successor shall be elected and shall qualify.

4.2.3 Vacancy and Replacement. If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

4.2.4 Nomination of Directors. The then serving Board of Directors shall set the term and procedures for the nominations in the notice of the meeting at which the election will occur. If the Board of Directors do not provide for a nomination procedure, nominations can be made in advance of the meeting at which the directors will be elected by providing notice to the Secretary of the Association or at the meeting at which directors will be elected up until the time of voting.

4.2.5 Election of Directors. Election of directors shall be conducted in the following manner.

4.2.5.1 Directors shall be elected at the annual meeting of the members.

4.2.5.2 The election shall be by secret ballot (unless dispensed with by unanimous consent). The nominees receiving the greatest number of votes cast shall be elected to the Board of Directors.

4.2.6 Removal. Directors may be removed for cause by an affirmative vote of sixty-seven percent (67%) of the voting interests of the members of the Association that are entitled to vote for the election of such director. Except with respect to the initial Board of Directors, no director shall continue to serve on the Board of Directors if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever.

4.2.7 Membership. After Turnover, all directors must be members of the Association, or representatives of entities that are members of the Association

4.3 Powers and Duties of Board of Directors. All of the powers and duties of the Association under Mississippi law shall be exercised by the Board of Directors, or its delegate, subject only to approval by the members when such approval is specifically required. The powers and duties of the directors shall include, but are not limited to, the following:

4.3.1 To make and collect an annual maintenance charge against members to pay the expenses incurred by the Association in carrying out the objects and purposes of the Association.

4.3.2 To use the proceeds of assessments in the exercise of its powers and duties.

4.3.3 To enjoin or seek damages from the members for violation of these Bylaws, the Declaration and the terms and conditions of any rules and regulations applicable to the use of the Subdivision or any portion thereof.

4.3.4 To employ and contract with service contractors in connection with carrying out the objects and purposes of this Association.

4.3.5 To adopt and publish Rules and Regulations governing the use of the common areas and facilities within the Subdivision, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.

4.3.6 To maintain a class action, and to settle a cause of action, on behalf of Owners with reference to the common areas, the roof and structural components of a building or other improvement, and mechanical, electrical and plumbing elements serving an improvement or a building; and to bring an action, and to settle the same, on behalf of two (2) or more of the Owners their respective interests may appear, with respect to any cause of action relating to the common areas; all as the Board of Directors deems available.

4.3.7 To elect the officers of the Association and otherwise exercise the powers regarding officers of the Association as set forth in these Bylaws.

4.3.8 To determine who shall be authorized to make and sign all instruments on behalf of the Association and the Board of Directors.

4.3.9. To employ a management agent or manager, at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize including, but not limited to, the duties listed in this Section.

4.3.10 To take appropriate action to enforce the provisions of the Declaration, any rules and regulations adopted by the Association, and the Bylaws. In connection with same, the Board of Directors is authorized to file or defend appropriate suits or request for arbitration filed under any of said instruments, acts or provided for by the laws of Mississippi.

4.3.11 To employ attorneys, accountants, and other persons or firms reasonably necessary to carry out the provisions of the Declaration, Bylaws and Articles of Incorporation of the Association and the rules and regulations.

4.4 Eligibility. A person who is delinquent in the payment of any fee, fine, or other mandatory obligation to the Association for more than ninety (90) days is not eligible for Board membership. A person who has been convicted of any felony in Mississippi or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Mississippi, is not eligible for Board membership unless such felon's civil rights have been restored for at least 5 years as of the date on which such person seeks election to the Board.

4.5 Annual Statement. The Board of Directors will present a full and clear statement of the business and condition of the Association and an account of the financial transactions of the past year at the annual meeting of the members.

4.6 Compensation. The directors shall not be entitled to any compensation for service as directors.

ARTICLE V
DIRECTORS MEETINGS

5.1 Organizational Meetings. The first meeting of each new Board of Directors elected by the members shall be held immediately upon adjournment of the meeting at which they were elected or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general members' meeting.

5.2 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings is not required.

5.3 Special Meetings. Special meetings of the Board of Directors may be called by the President on two (2) days' notice to each director. Special meetings shall be called by the President or Secretary in like manner and on like notice upon the written request of one-third (1/3) of the directors.

5.4 Waiver of Notice. No written notice of a Board of Directors meeting shall be required if all of the directors meet by unanimous consent. The directors may, by resolution duly adopted, establish regular monthly, quarter-annual or semi-annual meetings. If such resolution is adopted, no notice of such regular meetings of the Board of Directors shall be required. Any required notice may be waived in writing signed by the person entitled to such notice whether before or after the time stated therein.

5.5 Quorum. A quorum at a directors' meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present, shall constitute the act of the Board of Directors, except when approval by a greater number of directors is required by statute or by these Bylaws.

5.6 Adjourned Meetings. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called, may be transacted without further notice.

5.7 Joinder in Meeting by Approval of Minutes. The joinder of a director in any action taken at a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

5.8 Presiding Officer. The presiding officer of a directors' meeting shall be chairman of the Board of Directors if such an officer has been elected; and if none, the President of the Association shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

5.9 Action Without a Meeting. Action required or permitted to be taken at a Board of Directors meeting may be taken without a meeting if the action is taken by all members of the Board of Directors. The action must be evidenced by one or more written consents describing the action taken, signed by each director, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section 5.9 shall be effective when the last director signs the consent, unless the consent specifies a different effective date.

ARTICLE VI
ARCHITECTURAL REVIEW COMMITTEE; OFFICERS

6.1 Architectural Review Committee. The Architectural Review Committee (herein "ARC") shall consist of three (3) members at all times, who initially shall be _____, _____ and _____. Their address is _____, and

the point of contact is [redacted]. Notwithstanding anything contained in these Bylaws or the Declaration to the contrary, until Turnover, Declarant shall have the sole and exclusive right to (1) appoint all of the members of the ARC; and (2) remove and replace any members of the ARC.

6.2 Officers. The executive officers of the Association shall be a President, Vice President and Secretary, each of whom shall be elected at the annual meeting of the Board of Directors. The Board of Directors may elect more than one Vice President. The Board of Directors may appoint such other officers and agents that it may deem necessary, who shall hold office at the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board of Directors. Until Turnover, the Declarant shall have the exclusive right to appoint, remove and replace officers of the Association until the Declarant causes the first meeting of the members of the Association to be held as provided for under Section 3.3 herein.

The initial officers are as follows:

[redacted] - President
- Secretary
- Vice President

6.3 Qualification. Except with respect to the office of the Secretary, no person shall be entitled to hold office except a member of the Association. The President and Vice President must be members of the Board of Directors.

6.4 Term. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of sixty-seven percent (67%) of the voting interests of the members of the Association.

6.5 President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members and directors; shall be an ex-officio member of all standing committees; shall have general management of the business of the Association, and shall see that all orders and resolutions of the Board of Directors are carried into effect.

6.6 Secretary.

6.6.1 The Secretary shall keep the minutes of the members' meetings and of the Board of Directors' meetings in one or more books provided for that purpose. Resolutions shall be maintained in one such minute book.

6.6.2 The Secretary shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

6.6.3 The Secretary shall be custodian of the corporate records and of the seal of the Association.

6.6.4 The Secretary shall keep a register of the post office address of each member, which shall be furnished to the Secretary by such member.

6.6.5 In general, the Secretary shall perform all duties incident to the office of the Secretary and such other duties as may be assigned to him by the President or by the Board of Directors.

6.7 Vice President. The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

6.8 Vacancies. If any office becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining directors by a majority vote may choose a successor or successors who shall hold office for the unexpired term.

6.9 Resignations. Any director or other officer may resign his office at any time. Such resignation shall be made in writing, to the Secretary, and shall take effect at the time of its receipt by the Association, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

6.10 Compensation. The compensation, if any, of all employees of the Association shall be fixed by the Board of Directors. This provision shall not preclude the Board of Directors from employing a director as an employee of the Association.

ARTICLE VII
LIABILITY

7.1 Liability. The Association assumes no responsibility for injuries sustained by or damages resulting from the acts or omissions of members or contractors of the Association.

7.2 Indemnification. The Association shall indemnify every officer and director of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding, if approved by the then Board of Directors of the Association) to which he may be made a party by reason of being or having been an officer or director of the Association, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the members of the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association may be entitled.

Notwithstanding the foregoing, the Association shall not indemnify officers or directors for any actions or liability which the Association is prohibited by law from providing indemnification for, including the actions prohibited by Miss. Code Ann. § 79-11-137(4), as now or hereafter in effect.

ARTICLE VIII
AMENDMENT OF BYLAWS

8.1 Bylaws. Until Turnover, Declarant reserves unto itself the exclusive right, authority and power to amend these Bylaws in any manner Declarant deems necessary and appropriate, without the consent or approval of any of the other member of the Association. After Turnover, the Bylaws of the Association may be altered, amended or repealed, subject to the terms of the Declaration, by a majority vote of the Board of Directors if the action does not relate to the number of directors, the composition of the Board of Directors, the term of office of directors, or the method or way in which directors are elected or selected. If the amendment relates to one of these topics requiring member approval, the Bylaws of the Association may be altered, amended or repealed by vote of the members holding at least 67% of the voting interests in the Association voting on such action or a majority of the total voting interests in the Association, whichever is less.

8.2 Articles of Incorporation. At any time, the Board of Directors of the Association may amend the Articles of Incorporation, without consent of the members of the Association, to (i) delete the names and addresses of the initial directors; (ii) change the information required by Section 79-35-5(a), Miss. Code Ann.; or (iii) make any other change expressly permitted by Section 79-11-101 et seq., Miss. Code Ann., to be made without member action. After Turnover, the Articles of Incorporation may be amended, subject to the terms and provisions of the Declaration, by the affirmative vote or at least sixty-seven percent (67%) of the voting interests voting upon such amendment or a majority of the total voting interests of all members of the Association, whichever is less. All amendments to the Articles of Incorporation become effective only upon being filed with the Mississippi Secretary of State.

ARTICLE IX
CONFLICT

9.1. Conflict. In the event there shall exist a conflict between these Bylaws and the Articles of Incorporation, the Articles of Incorporation shall govern. In the event there shall exist a conflict between these Bylaws and the Declaration, the Declaration shall govern.

ARTICLE X
COMMUNICATIONS AND RECORDS

10.1 Budget. The Board of Directors shall adopt an annual budget for the Association for each calendar year on or before December 31 of the preceding calendar year. A copy of the budget shall be provided to members following its adoption. If the Board of Directors fails to adopt an annual budget for any particular year, the Association shall operate using the most recent

budget that has been properly adopted until such time as the Board of Directors adopts a new budget.

10.2 Communications. The Association shall establish and maintain an efficient method of communication with the members, which may include, but is not limited to, U.S. mail, electronic mail, and/or the use of an Association owned website. Notwithstanding the foregoing, the Association shall have the right to provide all notices and other communications to the members required under the Articles of Incorporation, the Declaration, these Bylaws, and/or the Mississippi Nonprofit Corporation Law by electronic email unless a member delivers a signed, written notice to the President of the Association that the member will not accept notice by electronic mail. In such an event, the Association shall provide all such notices and other communications to such member via United States mail at such member's mailing address as shown in the records of the Association.

10.3 Records. The Association shall compile, organize, and maintain full and complete records of the Association, which will be available to any member upon request within a reasonable time, not to exceed thirty (30) days from the date of the request, and upon the payment of reasonable associated costs. The Association, acting through its officers, may provide the records and information in paper or electronic form or direct the member to the location of any public record containing the record or information sought by such member.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, we, being all of the directors of The Island Townhomes Owners Association, Inc., have hereunto set our hands this _____ day of _____, 20__, and certify that these are the duly adopted Bylaws of The Island Townhomes Owners Association, Inc.

Print Name: _____

Print Name: _____

Print Name: _____

THIS INSTRUMENT WAS PREPARED BY:
Sabrina B. Ruffin, MSB#103659
Hand Arendall Harrison Sale LLC
104 St. Francis Street, Ste. 300
Mobile, Alabama 36602
(251) 432-5511

WHEN RECORDED RETURN TO:
Amanda Thornton
Hand Arendall Harrison Sale LLC
104 St. Frances St., Suite 300
Mobile, Alabama 36602
(251) 432-5511

Indexing Instructions: Lots 1 through 102, all common areas, and all other property shown on that certain plat of subdivision for THE ISLAND TOWNHOMES, Phase ____ recorded in Map Book ____, at Page ____ of the Office of the Chancery Clerk of Harrison County, ____ Judicial District, Mississippi.

THE ISLAND TOWNHOMES, LLC
919 2ND STREET
GULFPORT, MS 39501
RESDIENTIAL PHONE NO. NA
BUSINESS PHONE NO. (228) 596-4471

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

OF

THE ISLAND TOWNHOMES SUBDIVISION

THIS DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (this "Declaration") is made this ____ day of _____, ____, by THE ISLAND TOWNHOMES, LLC, a Mississippi limited liability company ("Declarant", as further defined below).

W I T N E S S E T H:

WHEREAS, on _____, 20____, Declarant recorded in Map Book____, Page ____ of the Office of the Chancery Clerk of Harrison County, Mississippi, _____ Judicial District, a subdivision plat for THE ISLAND TOWNHOMES, Phase ____ Subdivision ("Plat of Subdivision", as further defined below) pertaining to certain real property owned by Declarant in Harrison County, Mississippi, as more specifically described on Exhibit "A" hereto.

NOW, THEREFORE, DECLARANT HEREBY DECLARES, that subject to the provisions hereof, all of the Lots (hereinafter defined) shall be held, sold and conveyed by the Owners and the Common Area (hereinafter defined) shall be held by the Association subject to the restrictions, covenants and conditions contained herein for the purposes of protecting the value and desirability of, and which shall run with, the Community Property (hereinafter defined) and be binding on all parties having any right, title or interest in the Community Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of any portion thereof.

ARTICLE ONE
GENERAL PROVISIONS

1.01 Restrictive Covenants and Easements Running with the Land. The use of the Community Property shall be in accordance with the provisions and restrictions of this Declaration, all of which are to be construed as restrictive covenants and/or easements, as applicable, running with the land and with the title to each and every Lot and shall be binding upon all Owners and other persons having interests therein and upon their heirs, personal representatives, successors, grantees and assigns.

1.02 Terminology. Whenever the context requires, words used in the singular shall be construed to mean or to include the plural and vice versa, and pronouns of any gender shall be deemed to include and to designate the masculine, feminine or neuter gender.

1.03 Definitions. The following terms, when capitalized herein, shall have the meaning set forth in this Section 1.03:

(a) "Additional Property" shall mean and refer to that certain real property described on Exhibit "B" attached hereto.

(b) "Architectural Review Committee" means the Architectural Review Committee as established by the Board of Directors in accordance with the Bylaws.

(c) "Articles of Incorporation" means the Articles of Incorporation of The Island Townhomes Owners Association, Inc., a Mississippi non-profit corporation, as recorded in the records of the Office of the Secretary of State of Mississippi, as the same may hereafter be amended, altered or repealed from time to time.

(d) "Association" means The Island Townhomes Owners Association, Inc., a Mississippi non-profit corporation.

(e) "Board" or "Board of Directors" means the Board of Directors of the Association, established in accordance with the Articles of Incorporation and Bylaws of the Association.

(f) "Builder means any commercial home builder or contractor who owns one or more Lots in the Subdivision and is in the business of constructing residential structures to sell to owner-occupants.

(g) "Bylaws" means the Bylaws of the Association, as the same may hereafter be amended, altered or repealed from time to time.

(h) "Common Area" means all real property within the Subdivision which is owned or leased by the Association or dedicated for use or maintenance by the Association or its members, regardless of whether title has been conveyed to the Association.

(i) "Community Property" means all of the Lots and the Common Area, collectively.

(j) "Declarant" means The Island Townhomes, LLC, a Mississippi limited liability company, its successors and assigns which expressly are assigned and assume the Declarant's rights as "Declarant" hereunder.

(k) "House" or "Home" means any single family dwelling unit situated upon a Lot.

(l) "Lot" means each and every numbered lot shown on the Plat of Subdivision.

(m) "Member" means every person or entity who is a member of the Association.

(n) "Mortgagee" means a holder or beneficiary of any mortgage, deed of trust, deed with vendor's lien reserved, or any other form of instrument used for the purpose of encumbering or conveying real property as security for payment or satisfaction of any obligation.

(o) "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding mortgagees, lien holders, lessees, tenants, and those having such interests solely as security for the performance of an obligation.

(p) "Person" means any individual, corporation, trust, partnership, joint venture, limited liability company or other entity.

(q) "Plat of Subdivision" has the meaning ascribed to such term hereinabove and shall also include any additional plat or plats or real property that are hereafter recorded

where such real property is annexed to this Declaration in accordance with the terms of Section 10.02 hereof.

(r) "Subdivision" means The Island Townhomes, Phase [redacted], a subdivision as shown on the Plat of Subdivision, including any of the Additional Property made subject to this Declaration in accordance with the terms of Section 10.02.

(s) "Turnover" means the earlier to occur of (i) Declarant relinquishing control of the Association in a written instrument recorded in the real property records of Harrison County, Mississippi, (ii) three (3) months after one hundred percent (100%) of the lots in the Subdivision, including lots to be created out of the Additional Property in accordance herewith, have been conveyed to persons other than Declarant or Declarant's successors or assigns, (for avoidance of doubt purposes, the event described in this clause (ii) shall not be deemed to have occurred prior to Declarant having annexed all of the Additional Property into the Subdivision and having sold all of the Lots therein), or (iii) [redacted]; provided, however, that in the event of a conflict between Mississippi law and the foregoing, the applicable Mississippi law shall control.

ARTICLE TWO
COMMON AREA

2.01 Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, the Articles of Incorporation and the Bylaws, shall be responsible for the exclusive maintenance, management, and control of the Common Area and all improvements thereon, and shall keep the Common Area in good, clean, attractive, and sanitary condition, order, and repair pursuant to the terms and conditions of this Declaration. The Association has the right to restrict the use and govern the operation of the Common Area by promulgating reasonable rules and regulations, including with respect to any Common Area facilities, the right to charge reasonable one-time or monthly fees for the use thereof by the Owners as the Association deems necessary or appropriate. Rules and regulations may be established by the Association to regulate the use of the Common Area.

2.02 Right of Enjoyment. Subject to any rules and regulations promulgated by the Board of Directors and the terms and conditions of the Bylaws, every Member shall have a right and easement of enjoyment of the Common Area, and such easement shall be appurtenant to and pass with the title to each Lot.

2.03 Lots Subject to Covenants, Restrictions, Limitations and Term. Each Lot that shall be conveyed, held, devised, leased, or demised at any time hereafter shall be subject to all the terms, conditions, covenants, restrictions, and limitations herein contained, and the obligation to observe and perform the same whether or not it be so expressed in the deed or other instrument of conveyance of the Lot or real property, and such shall run with the Lot or real property and be appurtenant thereto as if fully set out in such deed or instrument of conveyance, subject to the terms and conditions hereof.

2.04 Easements. [NOTE: ADD "INTENTIONALLY DELETED" OR REVISE IF APPLICABLE]

2.05 Overhead Wires. No Lot shall be served with any overhead electrical or communications service, and no Owner shall erect power poles for such service; provided, however, that nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting provided that such lighting is constructed in accordance with the terms and conditions hereof.

2.06 Control of Common Area. The Association may, upon approval by the Board of Directors, sell, subdivide, lease, mortgage, grant easements over or otherwise encumber the Common Area, or exchange all or any portion of the Common Area for Lots or other real property, or purchase or acquire any additional real property and dedicate the same as Common Area subject to the terms of this Declaration.

2.07 Condemnation. In the event of a taking by eminent domain of any portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements so taken on the remaining Common Area, unless within sixty (60) days after such taking, an alternative plan is approved by at least seventy-five percent (75%) of the voting interests of the Members. The provisions of this Declaration applicable to replacement or restoration of damaged improvements on the Common Area shall also apply to and govern the actions to be taken in the event that the improvements are not restored or replaced after a condemnation.

2.08 Liability. Owners, occupants and their guests shall use and enjoy the Common Area at their own risk and shall assume sole responsibility for their personal belongings used or stored there. The Association, Declarant and their respective officers, directors, employees, representatives and agents shall not be held liable for personal injury to any person, nor for loss or damage to personal belongings used or stored on any of the Common Area. The Association shall not be liable for injury or damage to any person or property (a) caused by the elements or by an Owner or any other person, (b) resulting from any rain or other surface water which may leak or flow from any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, or (c) caused by any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, utility line, facility, or from any portion of the Common Area, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner or occupant for loss or damage, by theft or otherwise, of any property of such Owner or occupant.

ARTICLE THREE
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

3.01 Membership. Each Owner shall be a Member, subject to the terms and conditions of the Articles of Incorporation and the Bylaws.

3.02 Voting. Voting by Owners shall be in accordance with the Bylaws.

3.03 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance of said Owner's Lot.

ARTICLE FOUR
COVENANT FOR MAINTENANCE ASSESSMENTS

4.01 Personal Obligation of Assessments. Declarant, for each Lot, hereby covenants, and each Owner of any 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, (2) special assessments, and (3) any individual assessments, fines or charges charged against the Lot or Owner, as such assessments are hereinafter established and shall be collected as hereinafter provided (singularly, an "Assessment" and collectively, the "Assessments"), as such Assessments are hereinafter established and shall be collected as hereinafter provided. The annual, special, and individual assessments, together with interest, costs, an administrative late fee not to exceed the greater of twenty-five and no/100 dollars ($25.00) or five percent (5%) of the amount of each installment that is past due, and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such Assessment is made effective from and relating back to the date on which this Declaration was recorded. Any payment received and accepted by the Association shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees, and then to the delinquent Assessments. Each such Assessment, together with interest, costs, the administrative late fee and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall pass to successors in title.

4.02 Purpose of Assessments. The Assessments levied by the Association shall be used to provide for the operation of the Association and the management, care and maintenance of the Common Area and any improvements constructed thereon, including provision for appropriate insurance against casualty and liability. At the Board's discretion, the Association may establish and maintain a reserve fund with such sums as the Board determines in good faith are necessary and adequate for the periodic maintenance, repair, and replacement of improvements to the Common Area (the "Reserve Account").

4.03 Annual Assessments. To provide the total sum necessary for the insurance purchased by the Association hereunder, the Reserve Account, the maintenance, repair and replacement (as applicable) of any improvements located on the Common Area, and any and all other expenses of the Association (whether pertaining to the ownership, operation, use, maintenance, and/or repair of the Common Areas or otherwise), each Member for each Lot owned shall pay a portion of the total amount necessary for such purposes to the Association. The portion to be paid by each Member for each Lot shall be determined in accordance with Section 4.06 hereof. The amount of the annual Assessment assessed against each Member as provided under

the foregoing sentence shall be assessed by the Association as a lien at the beginning of each annual Assessment period.

4.04 Special Assessments for Capital Improvements Upon Common Area. In addition to the annual Assessments authorized above, the Board of Directors 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 cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area and any entrance wall or signage, including fixtures and personal property related thereto; provided, however, that the total of all such special Assessments for any given calendar year shall not exceed $[redacted] per Lot, unless such special Assessments in excess of such total are approved by the affirmative vote of the Members holding a majority of the voting rights in the Association.

4.05 Date of Commencement of Annual Assessments and Due Dates. The Assessments provided for herein shall only be assessed against Lots upon which a House has been constructed, and will commence as to a particular Lot upon conveyance of the Lot to any Owner who is not the Declarant or a Builder. The first annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual Assessment against each Lot at least thirty (30) days in advance of each annual Assessment period. Written notice of the annual Assessment shall be sent to every Owner subject thereto. The Board of Directors shall determine if annual and special Assessments will be collected annually, quarterly or at some other interval and shall set due dates for Assessment payments. If the Board of Directors does not fix an annual Assessment in advance of any annual Assessment period, the annual Assessment for the period will be the same as for the prior period until the Board fixes a new annual Assessment amount.

4.06 Assessment Shares. Each Member shall be responsible for a portion of any annual or special Assessments levied against the Members equal to a fraction calculated in accordance with the following: the numerator of such fraction shall be the number of Lots owned by such Member and the denominator of which shall be the total number of Lots in the Subdivision at the time such Assessment is levied. The quotient of such fraction shall be multiplied by the total sum of the applicable Assessment, and the resulting figure shall be the portion of such Assessment that is owed by the applicable Member. The total number of Lots in the Subdivision may be increased from time-to-time by Declarant in its sole and absolute discretion in accordance with Section 10.02 hereof, and any such increases in the total number of Lots in the Subdivision shall be taken into account in calculating any Assessments in accordance with this Section.

4.07 Initial Capital Contribution Assessment. An Assessment is hereby levied against, and due upon the closing of the sale of, each Lot in the amount of [redacted] of the then current annual Assessment against the purchaser of each Lot (whether such Lot has a completed Home located upon it or otherwise) and against each subsequent purchaser of each Lot; provided, however, that in the case of sales of Lots by Declarant to a Builder, the Builder shall be exempt from such Assessment. The proceeds of such Assessments may be used by the Association for any purpose for which the Association is authorized under the Articles of Incorporation, Bylaws or this Declaration. [Delete and replace with [Intentionally Deleted] if capital contributions are not being assessed.]

4.08 Reservation of Lien; Effect of Nonpayment of Assessments; and Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest thereon at a rate to be set by the Board of Directors but in no event greater than the maximum percentage rate as may then be permitted under the laws of the State of Mississippi. The Association may bring an action at law or in equity against the Owner personally obligated to pay any Assessment. Furthermore, a lien is hereby reserved in favor of the Association against each Lot in the amount of all Assessments outstanding against such Lot (the "Assessment Lien"). Interest, costs, and reasonable attorneys' fees of any action brought by the Association in respect of an Assessment and/or the Assessment Lien applicable to such Assessment shall be added to the amount of such Assessment and shall be secured by the Assessment Lien. Each such Owner, by his acceptance of a deed to or other conveyance of an interest in a Lot, hereby expressly vests in the Association the right and power to bring all actions, in the name of the Association, against such Owner personally for the collection of each Assessment as a debt and to foreclose the Assessment Lien in the manner provided for the foreclosure and sale under a mortgage and deed of trust pursuant to Mississippi law. Each Owner hereby expressly grants to the Association a power of sale in connection with the Assessment Lien. The Association, including its agents, successors, assigns, attorneys in fact or other legal representatives, shall have the power to appoint a trustee or substitute trustee to perform the sale, and the Association shall have the right to bid at any foreclosure sale and to acquire and hold, lease, encumber, and convey the same. At any such public sale, the appointed trustee may execute and deliver to the purchaser a conveyance of the property in fee simple. No Owner may waive or otherwise escape liability for the Assessments by non-use of the Common Area or abandonment of said Owner's Lot. The Board of Directors may also suspend the use rights of any Owner of the Common Area in the event of a failure to pay any Assessment within thirty (30) days of the applicable due date. Furthermore, and without limiting any rights of the Association hereunder, the Association shall have the right to transfer, assign and convey to any third party any debt associated with any unpaid Assessments and the Assessment Lien that is associated therewith.

4.09 Election of Remedies. Institution of a suit at law to collect payment of any delinquent Assessments shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection by foreclosure of any sums remaining owing to it, nor shall proceeding by foreclosure to effect such collection be deemed to be an election precluding the institution of a suit at law to collect any sum then remaining owing to the Association. The Association shall be entitled to bid at any sale held in connection with the foreclosure of the Assessment Lien and may apply as a cash credit against its bid all sums secured by the lien enforced.

4.10 Subordination of the Lien to Deeds of Trust. The Assessment Lien shall be subordinate to the lien of any first deed of trust on a Lot. Sale or transfer of any Lot shall not affect the Assessment Lien; provided, however, the sale or transfer of any Lot pursuant to foreclosure of a first deed of trust on said Lot or any proceeding in lieu thereof, shall extinguish the Assessment Lien as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the Assessment Lien associated therewith or relieve the prior Owner from any personal liability for any unpaid Assessments occurring prior to said sale or transfer.

4.11 Estoppel Letter. The Association shall, within thirty (30) days after receiving a written request therefor and for a reasonable charge, as established by the Board of Directors, certify to the amount of any unpaid Assessments constituting a lien on a specified Lot. A certification letter signed by an officer of the Association or the Association's managing agent, if any, as to the amount of Assessments due with respect to a Lot shall be binding upon the Association.

ARTICLE FIVE
MAINTENANCE AND REPAIR

5.01 Maintenance. The Association shall provide maintenance of the Common Area. In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Subdivision and to enter into easement and covenant to share costs agreements regarding such property where the Board has determined that such action would benefit the Owners. Without limiting the foregoing, the Association shall have a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Common Area and to carry out its rights and duties set forth in this Declaration. Each Owner shall maintain his or her respective Lot and shall also maintain and repair, at such Owner's sole cost and expense, said Owner's House, patio and yard area keeping the same in good condition and making all structural repairs and maintenance, external and internal, as may be required from time to time, including, but not limited to maintenance and repairs of any enclosed patio area, screens and screen doors, exterior door and window fixtures, glass, and other hardware. Each Owner shall also be responsible for the maintenance and repair of any fence or fences erected on such Owner's Lot and gates appurtenant thereto.

5.02 Failure to Maintain. In the event an Owner shall fail to maintain and repair his Lot and the improvements situated thereon, as provided for herein and provided that the failure to so maintain shall cause damage or injury to the adjoining Lot or to common structural elements which affect an adjoining Lot, the Association, after approval by a majority vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the House and any other improvements erected thereon. The cost of the same shall be added to and become part of the Assessment to which such Lot is subject; provided, however, if a dispute arises concerning the foregoing between the Owner and the Association, the matter may be submitted to arbitration in accordance with the mutual agreement of the parties.

5.03 Damage to Common Area. Notwithstanding anything contained in this Article Five to the contrary, each Owner shall be personally responsible and personally liable for any damage to the Common Area, or any portion thereof, caused by the Owner and/or the Owner's family members, guests, invitees, lessees or licensees as a consequence of the negligence, recklessness or willful misconduct of such person. The cost of repair for any damage so caused by the Owner, the Owner's family members, guests, invitees, lessees or licensees shall be an individual Assessment against the Owner responsible therefor and the Lot of such Owner.

ARTICLE SIX
ARCHITECTURAL CONTROL

6.01 Submission of Plans and Specifications. No House, building, fence, wall, or other structure or improvement shall be constructed, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications of the same shall have been submitted by an Owner to and approved in writing as in harmony with this Declaration by the Architectural Review Committee. Two (2) copies of the building or construction plans and specifications (collectively, the "Plans") shall be submitted to the Architectural Review Committee. Prior to commencement of any construction activities on a Lot, an Owner's Plans must be approved by the Architectural Review Committee as to conformity and harmony with this Declaration. The Architectural Review Committee may, from time to time, establish additional written design guidelines for the Subdivision, and a copy of any such guidelines then in effect shall be made available to any Member requesting a copy of same from the Association.

6.02 Approval or Disapproval. The Architectural Review Committee shall indicate its approval or disapproval of such plans and specifications by delivering, in writing, notice of such approval or disapproval to the requesting Owner. In the event the Architectural Review Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval shall be deemed automatically given.

6.03 Right of Inspection. The Architectural Review Committee shall have the right, but not the obligation, to inspect the Owner's Lot and improvements during construction and prior to occupancy to inspect whether construction is proceeding in accordance with the construction plans submitted and approved by the Architectural Review Committee. Failure of an Owner to comply with the provisions of this Section 6.03, or failure of an Owner to carry out construction in accordance with the provisions of this Article, shall subject such Owner to such remedies as might be available at law or in equity (including, but not limited to, specific performance and injunction, payment of the prosecuting parties' reasonable legal fees and expenses).

6.04 Limited Review. The scope of review by the Architectural Review Committee is limited to appearance only and does not include any responsibility for structural soundness, suitability of construction or materials, compliance with building or zoning codes or standards, this Declaration, or any other similar or dissimilar factors.

6.05 Waiver of Liability. Neither the Architectural Review Committee nor any architect nor agent thereof nor the Association nor any agent or employee of any of the foregoing shall be responsible in any way for the failure of any improvements to comply with the requirements of this Declaration, nor for any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications, and all persons relying thereon or benefiting therefrom agree not to sue or claim against the entities and persons referred to in this Section for

any cause arising out of the matters referred to herein and further agree to and do hereby release said entities and persons for any and every such cause.

ARTICLE SEVEN
USE RESTRICTIONS

7.01 Residential Use; Commercial Activity. Except as is hereinafter provided in this Section and in Section 10.01(c) hereof, each Lot is hereby restricted to a private, single-family dwelling for residential use. No commercial activities of any kind whatsoever shall be conducted in any Home, any other building located on a Lot, or any portion of any Lot; provided, however, that (a) an Owner may conduct a business entirely within his Home so long as (i) such business uses only ten percent (10%) of the total square footage of such Home, (ii) such business does not result in parking of additional vehicles on the Subdivision streets or Common Areas, (iii) such business is secondary to the use of the Lot for residential purposes, and (iv) such business shall not violate any applicable zoning ordinances, and (b) Builders shall have the right to use a House as a "model home" and to operate a sales office from such model home.

7.02 Subdivision of Lots. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions, and provisions hereof, to easements and rights-of-way, and matters of public record. No Lot may be subdivided into a smaller Lot or Lots unless approved by the Association; provided, however, that an entire Lot may be combined with an entire adjacent Lot and occupied as one Lot but assessed and governed as two Lots.

7.03 Signs. No sign of any kind shall be displayed on any Lot (including, without limitation, any signage within a Home that is visible from the exterior of such Home), except (i) that any Owner actively attempting to sell his Lot may place a "for sale" sign of less than four (4) square feet on his Lot; (ii) during the building of homes in the Subdivision, Declarant and/or the Builders in the Subdivision may place signs at the entrance and/or on any Lot to advertise the Subdivision and the Lots for sale therein and (iii) any Owner may display a sign of reasonable size provided by a contractor for security services within 10 feet of any entrance to the home.

7.04 Noxious and Offensive Activity. No noxious or offensive activity shall be carried on, in or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to any other Owner.

7.05 Design Criteria; Structure. All improvements to be constructed or otherwise located on a Lot by an Owner shall comply with the following requirements:

(a) Any House shall contain a minimum of [redacted] ([redacted]) square feet of heated and cooled living space.

(b) No House may exceed three (3) habitable stories above grade.

(c) All sidewalks shall be constructed along the street right-of-way of each Lot in accordance with a uniform plan established by the Declarant. Accordingly, each site Plan submitted to the Architectural Review Committee shall show the location and material to be used for construction of the sidewalk, all as required and approved by the Architectural Review Committee. Each Owner shall construct or cause to be constructed on his or her Lot the approved sidewalk upon completion of the House on his or her Lot and before occupancy thereof. [NOTE: DELETE IF APPLICABLE]

(d) The residential structure may contain a garage or carport; provided however, that no garage or carport may have a flat roof and any such garage or carport shall be in conformity with the general architecture of the primary residential building or structure.

(e) Air-conditioning and heating units, blowers, towers, condensers or structures related thereto, when erected between the side of any building or structure and the side Lot line of the Lot on which said building or structure is located, shall be enclosed in conformity with the general architecture of the primary residential building or structure, or shielded by shrubbery. No window air-conditioning units shall be permitted on the front or sides of any residence so as to be visible from the front line of such Lot.

(f) Underground electrical distribution facilities are required and no overhead electrical or similar wiring or lines shall be permitted.

(g) All outside radio and T.V. antennas (including satellite dishes and other signal receiving/transmitting equipment) shall be installed in such a way as to minimize visibility from the front of the Lot and shall be placed on the back or side of any roof.

(h) No plumbing or heating vent shall be placed on the front side of any roof.

(i) Driveways must be made of concrete, unless an alternative surface is approved by the Architectural Review Committee in its sole discretion; provided, however, that in no event may any Driveway be painted, scored or otherwise colored.

(j) During construction, all vehicles, including those delivering supplies, must be parked so as not to unnecessarily damage trees on a Lot or Common Area.

(k) All building debris, stumps, trees, etc., must be removed from each Lot by the Owner thereof as often as necessary to keep the House and Lot attractive. Such debris shall not be dumped in any area of the Subdivision.

(l) Fences constructed or erected on any Lot shall be of wood construction. Each fence must be a picket fence design, privacy fence design or shadowbox fence design. No fence shall exceed six feet in height. Any stain or coating applied to fences must

result in a natural wood appearance. Walls or other designs are not permissible. No fence shall be constructed from the front property line to 20 feet behind the corner of the house nearest front property line. All Lots shall be grassed in the entire designated yard area by sodding and the yard shall be landscaped upon the completion of construction and before occupancy. It shall be the Owner's responsibility to maintain any landscaping or fences situated on a Lot so that such improvements remain in an attractive, well-kept condition.

(m) No outside clothes lines shall be permitted.

(n) Following construction of a Home on a Lot, existing drainage shall not be altered in any manner, and specifically shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot.

(o) Any roof constructed over any structure on any Lot must be covered with composite shingles or such other types of roof coverings of a higher grade and quality than composite shingles as are approved by the Architectural Review Committee.

7.06 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, and other household pets may be kept subject to the rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purpose. Pets must be kept leashed and/or under control at all times. Notwithstanding the foregoing, the restrictions in this Section 7.06 shall not apply to any service animals, support animals, and any other animals permissible under the Americans with Disabilities Act.

7.07 Waste. No rubbish, trash, garbage, or other waste material shall be kept or permitted upon any Lot except in sanitary containers located in appropriate area, screened and concealed from view.

7.08 Accessory Structures. Except as otherwise provided for herein, no patio cover, building or storage unit of any kind shall be erected, placed or set on any Lot unless such structure is attached to the House erected on the same Lot and the architecture and character of such structure matches that of said House. Notwithstanding the foregoing, one (1) accessory building may be erected, placed or set on any Lot if such structure is: (a) no more than twelve (12) feet by sixteen (16) feet in size [NOTE: CONFIRM MAXIMUM SIZE LIMIT]; (b) no more than nine (9) feet in height; (c) located upon the back yard of such Lot; (d) enclosed on all sides by a wooden fence of at least six (6) feet in height; (e) of the same architecture and character of the House located on such Lot; and (f) approved by the Architectural Review Committee.

7.09 Temporary Structures. No structure of a temporary character, trailer, mobile home, motor home, modular building unit, basement, tent, shack, garage, barn, or other outbuilding shall be used at any time on the Lots as a residence, either temporarily or permanently.

7.10 Vehicles.

(a) No inoperative cars, trucks or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage.

(b) No trucks larger than a one-ton pickup shall be parked in the Subdivision, except those reasonably necessary to complete approved improvements.

(c) Recreational vehicles and campers shall not be parked or stored on any Lot. Boats and utility trailers shall be parked in garages or basements or shall be stored out of sight from all neighbors and fully screened by a privacy fence of no less than six (6) feet in height.

(d) Overnight parking within any street right of ways is prohibited. Parking in yards is strictly prohibited.

(e) There shall be no major repair performed on any motor vehicle on or adjacent to any Lot unless performed inside an enclosed garage.

(f) No noxiously loud or dangerous vehicles shall be allowed to be operated on any Lot.

7.11 Construction. Any and all improvements on any Lot shall comply with the standards and provisions of the City of Gulfport, Mississippi, and its applicable building code. The use of dumpsters for cleaning and construction sites is permitted.

7.12 Pollution. There shall be no noxious emission of smoke, dust, odor, fumes, glare, noise, vibration, electrical or magnetic disturbance, detectable at the lot line or beyond.

7.13 Outdoor Lighting. No exterior lighting fixture (other than fixtures approved by the Architectural Review Committee) shall be installed within or upon any Lot without adequate and proper shielding of the fixture. No lighting fixture shall be installed that may become an annoyance or a nuisance to Owners or occupants of adjacent properties. No flood lights or security lights shall be allowed on any Lot. No light shall be attached to the soffits of any improvements on the Lot unless the lights are recessed.

7.14 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All storage equipment for such material shall be kept in a clean and sanitary condition.

7.15 Oil and Mining Operations. No activity or hardware used for the purpose of exploration or extraction of minerals, oil, or gas shall be allowed on any Community Property at any time.

7.16 Firearms and Fireworks. The display or discharge of firearms or fireworks on any Lot or any Common Area is prohibited; provided, however, that the display of lawful firearms on the Common Area is permitted by law enforcement officers and also is permitted for the limited purpose of transferring firearms across the Common Area to or from an Owner's Lot. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size.

7.17 No Hanging of Items. No clothes, sheets, blankets, towels, laundry of any kind or other articles shall be hung out or exposed on any balconies, patios, or railings. Notwithstanding the foregoing, in the event the Association purchases any flags or other decorative items, each Owner shall hang any such flag or other decorative item from the exterior of such Owner's Home at the location, in the manner and at such times as shall be required by the Association in the Association's sole and absolute discretion.

7.18 Hazardous Items. No one shall use or permit to be brought onto any Lot or upon any of the Common Area any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed hazardous to life, limb or property, without the written consent of the Board of Directors; provided, however, that an Owner may store and possess gasoline and other flammable or hazardous materials typically used in the operation and maintenance of a single family residence and yard, in reasonable quantities for personal use upon Owner's Lot without obtaining such written consent. The Board of Directors may require removal of any flammable or hazardous materials from the Subdivision if it determines, in its sole and absolute discretion, that any type or quantity of material is in violation of this Section.

7.19 Water and Sewer Service. The Owner of each Lot shall be required to connect to and use the central water distribution system and central sanitary sewage disposal system serving the Subdivision, and shall be responsible for paying all connection fees and assessments. No septic tanks or wells will be permitted.

7.20 Windows and Window Treatments. Reflective glass shall not be permitted on the exterior of any House or other structure. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or for other purposes. All exterior window styles, materials, and colors and all hurricane or storm shutters must be approved by the Architectural Review Committee; provided, however, that in no event shall burglar bars and/or wrought iron doors be permitted. Hurricane or storm shutters (a) may not be closed or otherwise installed to cover windows unless and until a tropical storm or hurricane warning is issued by the National Weather Service for the County in which the Subdivision is located, and (b) shall be opened and/or otherwise removed within seventy-two (72) hours of the storm's passage.

7.21 Lots on Wetland Areas, Body of Water. No Lot shall be increased in size by filling in of any wetlands, body of water, creek or any waterway on which it may abut without appropriate governmental permits (if any are required) and prior written approval of the Architectural Review Committee.

7.22 Compliance With Law. In all cases, each Owner shall comply in all respects with all applicable laws, rules and regulations (including, without limitation, applicable zoning

ordinances) promulgated by any governmental authority having jurisdiction over the Lots and the Common Area.

7.23 Swimming Pools. No swimming pools shall be constructed, altered or maintained upon any Lot without the prior written approval of the Architectural Review Committee in accordance with Article Six hereof. Notwithstanding the foregoing, any such swimming pool must also be constructed, equipped, and maintained in accordance with the laws, ordinances, regulations, rules and standards of any city, county, and/or state authorities having jurisdiction over the Subdivision. Any Owner who desires to construct a swimming pool on such Owner's Lot shall also, prior to completion of such swimming pool, construct a fence around such swimming pool, which fence must also be approved by the Architectural Review Committee in accordance with Article Six hereof. Notwithstanding anything contained herein to the contrary, (a) above-ground pools are expressly prohibited, and (b) pools may not be screened.

7.24 Stormwater Drainage Improvements. Owners shall not alter, fill or otherwise change any stormwater improvements made to such Owner's Lot by Declarant in the development of the Subdivision or by any Builder during the construction of a Home on such Owner's Lot, including, without limitation, any drainage ditches and/or swales, without the prior written approval of the Association, which may be withheld by the Association in its sole and absolute discretion.

7.25 Outdoor Equipment. No outdoor equipment, tools, generators, or sporting equipment (including but not limited to basketball goals) may be installed or affixed to any Lot or House without prior written approval from the Architectural Review Committee; provided, however, that portable outdoor equipment, tools, generators, or sporting equipment may be used on a temporary basis for no more than twenty-four (24) hours and promptly removed from view after use. Notwithstanding the foregoing, portable generators may be used and located on a Lot for more than twenty-four (24) hours in the event of an emergency or power outage but must be promptly removed once power is restored. Any backyard playground equipment or trampoline placed on a Lot must be fenced, with Architectural Review Committee prior approval required for the fencing design, materials, height and location for such fencing.

ARTICLE EIGHT
ADDITIONAL RESTRICTIONS

8.01 Leasing. Homes and Lots may be leased by an Owner for residential purposes only. Any Owner who leases his Home or any portion thereof shall be responsible for the acts of his tenants, including, without limitation, the violation of this Declaration and/or any rules and regulations promulgated by the Association hereunder. [NOTE: CONFIRM].

8.02 Restrictions on Mortgaging Lots. Nothing contained herein shall be construed to place any restrictions on an Owner's right to encumber his Lot.

8.03 Regulations. Reasonable regulations concerning the use of the Lots and the Common Area may be made and amended from time to time by the Board of Directors.

8.04 Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any holder of a deed of trust, insurer, or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the Common Area or the Lot securing its deed of trust.

(b) Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of any Lot on which it holds the deed of trust.

ARTICLE NINE
ENFORCEMENT; DURATION; AMENDMENT

9.01 Enforcement. The Association, the Board of Directors, the Architectural Review Committee and/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 imposed by the provisions of this Declaration. Failure by the Association, the Board of Directors, the Architectural Review Committee and/or 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.

9.02 Enforcement by Owners. An Owner may file a legal action for the violation of this Declaration (the "Complainant"), provided that the following procedure is strictly followed:

(a) The Complainant must first give the Association written notice of the alleged violation of this Declaration together with a demand seeking that the Association enforce the terms of this Declaration as against said violator; and

(b) The Association must fail to cause a cure of the alleged violation or, if the alleged violation has not been cured, fail to commence legal proceedings against said violator for the enforcement of the terms and conditions of this Declaration within one hundred twenty (120) days of the date of the Association's receipt of the notice referenced in subsection (a) hereof.

9.03 Attorneys' Fees. In any action (whether in advance of or prior to the initiation of any legal or equitable proceeding, in arbitration, in trial, in any administrative or other similar proceedings, or in any appeal from any of the same) pertaining to any condition, restriction or covenant herein contained (due to their alleged violation or breach) or for the enforcement of any lien against any Lot or against any Person, unless otherwise expressly provided in this Declaration to the contrary for specific instances and conflicts, the prevailing party shall be entitled to recover all costs, including reasonable legal fees and expenses.

9.04 Term. This Declaration is to take effect upon recordation and shall be binding upon the Association and all Owners and all persons and entities claiming title under and through them for fifty (50) years after the date this Declaration is recorded in the public records, after which it

shall be automatically extended for successive ten (10) year periods unless an instrument in writing, signed by Members holding at least eighty percent (80%) of the voting interests in the Association, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

9.05 No Additional Burden. Except as provided in Article Ten, no amendment of this Declaration shall place an additional burden or restriction or requirement on any Lot where the Owner of such Lot does not join in said amending instrument.

9.06 Amendments. Except as provided in Article Ten, this Declaration may be amended by vote of the Members having sixty-seven percent (67%) of the voting interests in the Association, or by a written instrument signed by the same percentage of Members; provided, however, that unless and until Turnover has occurred no such amendment may be effected without the written consent of Declarant to such amendment, which consent may be withheld by Declarant in Declarant's sole and absolute discretion. Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration by any instrument in writing duly signed, acknowledged and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or adversely affect the vested property or other rights of any Owner or such Owner's Mortgagee.

ARTICLE TEN
RESERVED DECLARANT RIGHTS

10.01 General Reserved Rights. Until Turnover, Declarant reserves unto itself, its successors and assigns:

(a) A right-of-way and easement for ingress and egress and easement for utilities, drainage, maintenance, repairs and other related uses over, along, and across the Common Area for all purposes relating in any manner to the subdividing, developing or aiding in the development of the Subdivision or any parts or parts thereof or additions thereto by Declarant or others.

(b) The right to grant easements and rights-of-way of ingress and egress and for drainage, utilities, maintenance and repairs along, over, across and under the Common Area to any person, firm, corporation or entity for use as ingress or egress or for drainage, utilities, maintenance and repairs.

(c) The right to maintain, and grant Builders the right to maintain, a sales office and/or a management office and/or one or more model homes in the Subdivision and to maintain signs therein advertising the Subdivision and to conduct its business and sales activities pertaining to the Subdivision therein and therefrom.

Except as set forth in Section 10.04, all of the above rights and interests reserved by Declarant may be exercised by Declarant without the consent or concurrence of the Association or any Member.

10.02 Right to Annex Property. Declarant hereby reserves the right, exercisable in its sole and absolute discretion, to (a) make any or all of the Additional Property subject to all or any of the terms and conditions of this Declaration and/or (b) permit owners of Additional Property to become Members of the Association. No assurances can be made as to whether any Additional Property will be annexed. Furthermore, Declarant expressly reserves the right to exercise this right on multiple occasions until such time as all Additional Property has been annexed into the Subdivision and made subject to this Declaration. No assurances can be made with respect to the boundaries of any portions of any Additional Property that might be annexed. Declarant's option to annex any Additional Property in accordance with this Section shall expire upon Turnover. The Additional Property may be annexed in accordance with this Section by an amendment to this Declaration, which amendment may be made and entered into by Declarant in its sole and absolute authority and discretion without the consent, approval or signature of the Association or any Member. Notwithstanding anything contained in this Section to the contrary, (aa) no Additional Property shall be subject to this Declaration unless and until Declarant executes an amendment to this Declaration affirmatively exercising Declarant's rights hereunder and records such amendment in the office in which this Declaration is recorded, and (bb) in the event Declarant exercises its right to annex any Additional Property in accordance with this Section, Declarant shall also have the sole and exclusive right (i) to alter or amend the terms of Article Seven hereof as those terms pertain to any Lots created out of such Additional Property, (ii) exempt any Lots created out of such Additional Property from any or all of the requirements of Article Seven hereof, and/or (iii) impose additional covenants and obligations on any Lots created out of such Additional Property.

10.03 Amendment of Declaration by Declarant. Until Turnover, Declarant reserves unto itself the right, authority and power to amend this Declaration in any manner Declarant deems necessary and appropriate. Any amendment to this Declaration made in accordance with this Section shall require only the signature of Declarant and shall not require the signature of any other Owner or any Mortgagee of any Owner, except as required by Section 10.04.

10.04 Rights in Regard to the Association. Until Turnover, Declarant shall have the sole and exclusive right to (1) appoint, remove and replace all of the members of the Board of Directors of the Association; (2) appoint all of the officers of the Association; (3) appoint, remove and replace the members of the Architectural Review Committee of the Association as defined in and in accordance with the Bylaws; (4) amend the Articles of Incorporation and the Bylaws; and (5) take all other action on behalf of the Association and vote on all other matters required to be voted on or approved by the members of the Association. Upon Turnover, the then-current members of the Association shall be entitled to vote on all the foregoing matters subject to any restrictions set forth in this Declaration and the Bylaws.

10.05 Consent of D.R. Horton to Certain Matters. Declarant may not exercise any rights reserved in this Article Ten, or take any action or grant any approval as Declarant under this Declaration (other than any other approval given in the ordinary course as an Owner and not as

Declarant) without obtaining the prior written consent of D.R. Horton, Inc. - Birmingham ("DHI"); provided, however, that no such consent shall be required for (a) the annexation of any of the Additional Property under Section 10.02 hereof, or (b) any changes to or additions of restrictive covenants that are applicable solely to phases of the Subdivision in which DHI does not own any Lots that it acquired from Declarant or any affiliate of Declarant and does not have a purchase contract with Declarant for the purchase of Lots.

10.06 Turnover. All rights of Declarant hereunder shall automatically terminate upon Turnover, except those rights that Declarant holds as an Owner and not by virtue of being the declarant under this Declaration, which shall continue as long as Declarant is an Owner.

ARTICLE ELEVEN
INSURANCE; CASUALTY

11.01 Insurance on Common Area. The Association shall obtain the insurance coverage necessary to satisfy the requirements, if any, of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs, and the U.S. Department of Housing and Urban Development, as applicable to the Subdivision. Without limiting the foregoing, the Board shall obtain casualty insurance for all insurable improvements, whether or not located on the Common Area, which the Association is obligated to maintain. This insurance shall provide, at a minimum, fire and extended coverage and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall obtain a public liability policy applicable to the Common Area covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and, if reasonably available, directors' and officers' liability insurance. Policies may contain a reasonable deductible as determined by the Board. In addition to the other insurance required by this section, the Board shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees and other persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the policy is in force, or any lesser amount of fidelity coverage allowable under the applicable Fannie Mae guidelines. Fidelity coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation. All such insurance coverage shall be written in the name of the Association. The expense of all insurance coverage obtained by the Association in accordance with this Section shall be a Common Expense.

11.02 Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of individual Lots and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry all-risk casualty insurance on the Lot and all structures constructed thereon and a liability policy covering damage or injury occurring on a Lot. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an all-risk policy, if reasonably available and shall be in an amount sufficient to

cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The policies required hereunder shall be in effect at all times.

11.03 Damage and Destruction – Insured by Association. Not later than ninety (90) days after damage or destruction by fire or other casualty to any portion of any improvement covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within 120 days after the casualty, a proposal not to repair or reconstruct such property is approved by at least seventy-five percent (75%) of the voting interests of the Members. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed one hundred eighty (180) days. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special Assessment against the Owner of each Lot. Additional Assessments may be made in like manner, as necessary, at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association. In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, the property shall thereafter be maintained by the Association in a neat and attractive condition.

11.04 Damage and Destruction – Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within ninety (90) days after such damage or destruction or, where repairs cannot be completed within ninety (90) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within ninety (90) days after such damage or destruction.

ARTICLE TWELVE
MISCELLANEOUS

12.01 Savings. If any provision or provisions of this Declaration, or any article, section, sentence, clause, phrase, or word herein, or the application thereof, is in any circumstances held invalid, the validity of the remainder of this Declaration and the application thereof shall not be affected thereby.

12.02 Captions. The captions in this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms and provisions of this Declaration.

12.03 Applicable Law. The laws of the State of Mississippi shall govern this Declaration. All actions or proceedings in any way, manner or respect, arising out of or from or related to this Declaration shall be litigated only in courts having situs within the county in which the Subdivision is located. Each Owner hereby consents and submits to the jurisdiction of any local, state or federal court located within said county and state and hereby waives any rights it may have to transfer or change the venue of any such litigation. The prevailing party in any litigation in connection with this Declaration shall be entitled to recover from the other party all costs and expenses, including, without limitation, fees of attorneys and paralegals, incurred by such party in connection with any such litigation.

12.04 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations hereunder is not a consent or waiver to or of any breach or default in the performance by that Person of the same or any other obligations of that Person. Failure on the part of a Person to complain of any act or to declare any Person in default hereunder, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default.

12.05 Headings. The headings and captions herein are used solely as a matter of convenience and shall not define, limit or expand any term or provision of this Declaration.

12.06 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a subdivision in accordance with Mississippi law. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

12.07 Notice. All notices required or desired under this Declaration to be sent to the Association shall be sent certified mail, return receipt requested, by hand delivery or by a recognized overnight courier who maintains verification of delivery, to the Secretary of the Association, at such address as the Association may designate from time to time by notice in writing to all Owners. All notices to any Owner shall be delivered by hand delivery, by a recognized overnight courier who maintains verification of delivery in person, or sent by first (1st) class mail to the address of such Owner's Lot, or to such other address as he may have designated from time to time, in a writing duly received, to the Association.

12.08 Conflict Between Documents. If there is any conflict or inconsistency between the terms and conditions of this Declaration and the terms and conditions of the Articles of Incorporation, the Bylaws or any rules and regulations promulgated hereunder, the terms and conditions of this Declaration shall control. If there is any conflict or inconsistency between the terms and conditions of the Articles of Incorporation and the terms and conditions of the Bylaws or any rules and regulations promulgated hereunder, the terms and conditions of the Articles of Incorporation shall control. If there is any conflict or inconsistency between the terms and

conditions of the Bylaws and the terms and conditions of any rules and regulations promulgated hereunder, the terms and conditions of the Bylaws shall control.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Declarant has executed this Declaration by and through its duly authorized representative as of the date first set forth above.

DECLARANT:
THE ISLAND TOWNHOMES, LLC,
a Mississippi limited liability company

By:_____
Name:_____
As Its:_____

STATE OF MISSISSIPPI :
COUNTY OF _____:

Personally appeared before me, the undersigned authority in and for the said county and state, on this ___ day of _____, 20__, within my jurisdiction, the within named _____, who acknowledged that he is _____ of THE ISLAND TOWNHOMES, LLC, a Mississippi limited liability company , and that for and on behalf of the said limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

{SEAL}

_____
NOTARY PUBLIC
My Commission Expires:_____

DEED OF TRUST BENEFICIARY'S CONSENT AND SUBORDINATION

[INSERT NAME OF LENDER]("Lender"), the beneficiary under that certain [INSERT TITLE OF DEED OF TRUST], executed by [INSERT NAME OF BORROWER], a _____, dated _____ and recorded in Book _____, Page _____ of the Office of the Chancery Clerk of Harrison County, Mississippi, _____ Judicial District (the "Deed of Trust"), does hereby consent to the recording of this Declaration of Conditions, Covenants and Restrictions ("Declaration"). Furthermore, Lender does hereby subordinate in all respects its interest in and to the property described in the Deed of Trust to this Declaration; provided, however, that the lien of the Association for assessments under the Declaration shall be subordinate to the lien of Lender under the Deed of Trust, as provided in Section 4.07 of the Declaration. Lender does hereby acknowledge and agree that this Declaration shall be given priority over the Deed of Trust, and shall be unaffected by any default, foreclosure or exercise of any other remedy under the Deed of Trust, the same as if this Declaration were executed, delivered and recorded prior to the execution and recording of the Deed of Trust.

IN WITNESS WHEREOF, Lender has caused this Consent and Subordination to be executed by and through its duly authorized representative as of the ____ day of _____, 20____.

[NAME OF LENDER], a _____

By:_____
Name:_____
As Its:_____

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ___ day of _____, 20__, within my jurisdiction, the within named _____ who acknowledged that (he)(she) is _____ of _____, a _____ _____, and that for and on behalf of the said _____, and as its act and deed (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said _____ so to do.

_____
Notary Public
My Commission Expires:

EXHIBIT "A"
DESCRIPTION OF THE SUBDIVISION PROPERTY

All property within the The Island Townhomes, Phase [redacted] Subdivision as shown on the plat recorded in Map Book _____, Page ____ in the Office of the Chancery Clerk of Harrison County, Mississippi, [redacted] Judicial District.

EXHIBIT "B"
DESCRIPTION OF THE ADDITIONAL PROPERTY

[ADD PHASE 2 LEGAL DESCRIPTION]

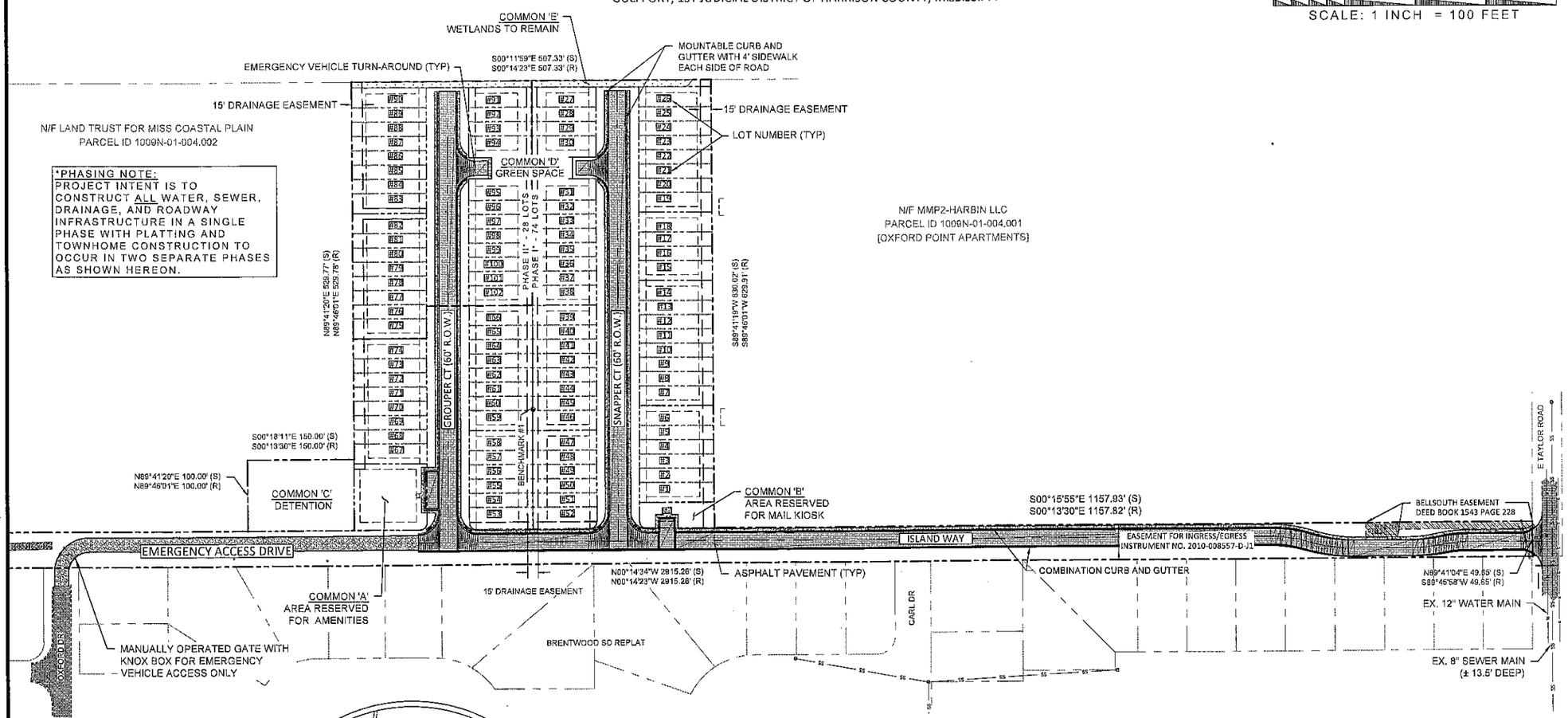
THE ISLAND TOWNHOMES

EAST TAYLOR ROAD - GULFPORT, MS

LOCATED IN SECTION 19, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, 1ST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI

-100 0 100 200 300

SCALE: 1 INCH = 100 FEET



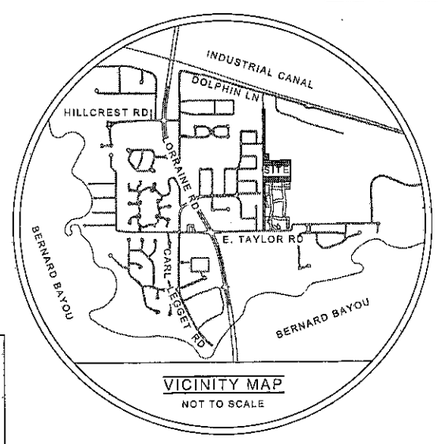
*PHASING NOTE:
PROJECT INTENT IS TO CONSTRUCT ALL WATER, SEWER, DRAINAGE, AND ROADWAY INFRASTRUCTURE IN A SINGLE PHASE WITH PLATTING AND TOWNHOME CONSTRUCTION TO OCCUR IN TWO SEPARATE PHASES AS SHOWN HEREON.

GENERAL SUBDIVISION PLAN SHEET LEGEND

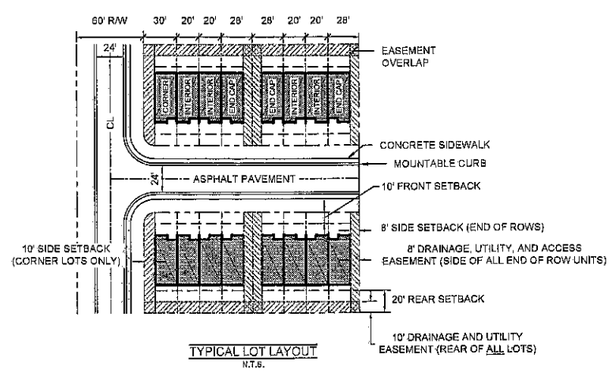
1 OF 5 - PROJECT LAYOUT
2 OF 5 - DIMENSIONAL LAYOUT
3 OF 5 - PROJECT TABLES
4 OF 5 - BOUNDARY SURVEY
5 OF 5 - TOPO SURVEY

SHEET 1 OF 5 - PROJECT LAYOUT

GENERAL S/D PLAN BY:
PHELAN ENGINEERING LLC



VICINITY MAP
NOT TO SCALE



TYPICAL LOT LAYOUT
N.T.S.

PROPOSED ROAD LENGTHS

ISLAND WAY	- 1580 LF
GROUPER COURT	- 635 LF
SNAPPER CT	- 635 LF

LAND AREA ANALYSIS

TOTAL	=	11.02 AC (100%)
WETLANDS	=	0.10 AC (0.90%)
R.O.W.	=	5.07 AC (46.0%)
COMMON AREA	=	0.84 AC (7.6%)
LOTS (164)	=	5.01 AC (45.4%)

MINIMUM BUILDING SETBACKS

FRONT YARD	= 10 FEET
REAR YARD	= 20 FEET
SIDE YARD	= 8 FEET*

* SIDE YARD APPLICABLE ONLY TO END UNITS

BUILDING HEIGHT

MAXIMUM ALLOWED: 35 FEET (R-2)
ANTICIPATED : 27'-4" TO TOP OF ROOF RIDGE

LOT COVERAGE

MAXIMUM ALLOWED: 75% OF LOT AREA
ANTICIPATED: 60% (MAX)

PARKING

PARKING REQUIRED: 2 SPACES PER DU
PARKING PROVIDED: 2 SPACES PER DU*
(*ONE CAR GARAGE PLUS 20' DRIVEWAY)

TOWNHOME ROW LENGTH

MAXIMUM LENGTH ALLOWED = 225 FEET
MAXIMUM LENGTH PROVIDED = 200 FEET*

* 10 UNITS AT 20' EACH

MISCELLANEOUS DATA

1. PRESENT TRACT DESIGNATION: 1009N-01-004.000
2. SUBDIVISION NAME: THE ISLAND TOWNHOMES
3. PRESENT OWNER: ROBERT GRAHAM; PO BOX 1207, PURVIS, MS 39475
4. SUBDIVIDER: GULF COAST DEVELOPMENT & DESIGN, LLC; 919 2ND STREET, GULFPORT, MS 39501
5. PROJECT ENGINEER: PHELAN ENGINEERING, LLC; ANDY PHELAN, PE
6. PROJECT LAND SURVEYOR: W ENGINEERING & GEOTECHNICAL; PETE WILLIAMS

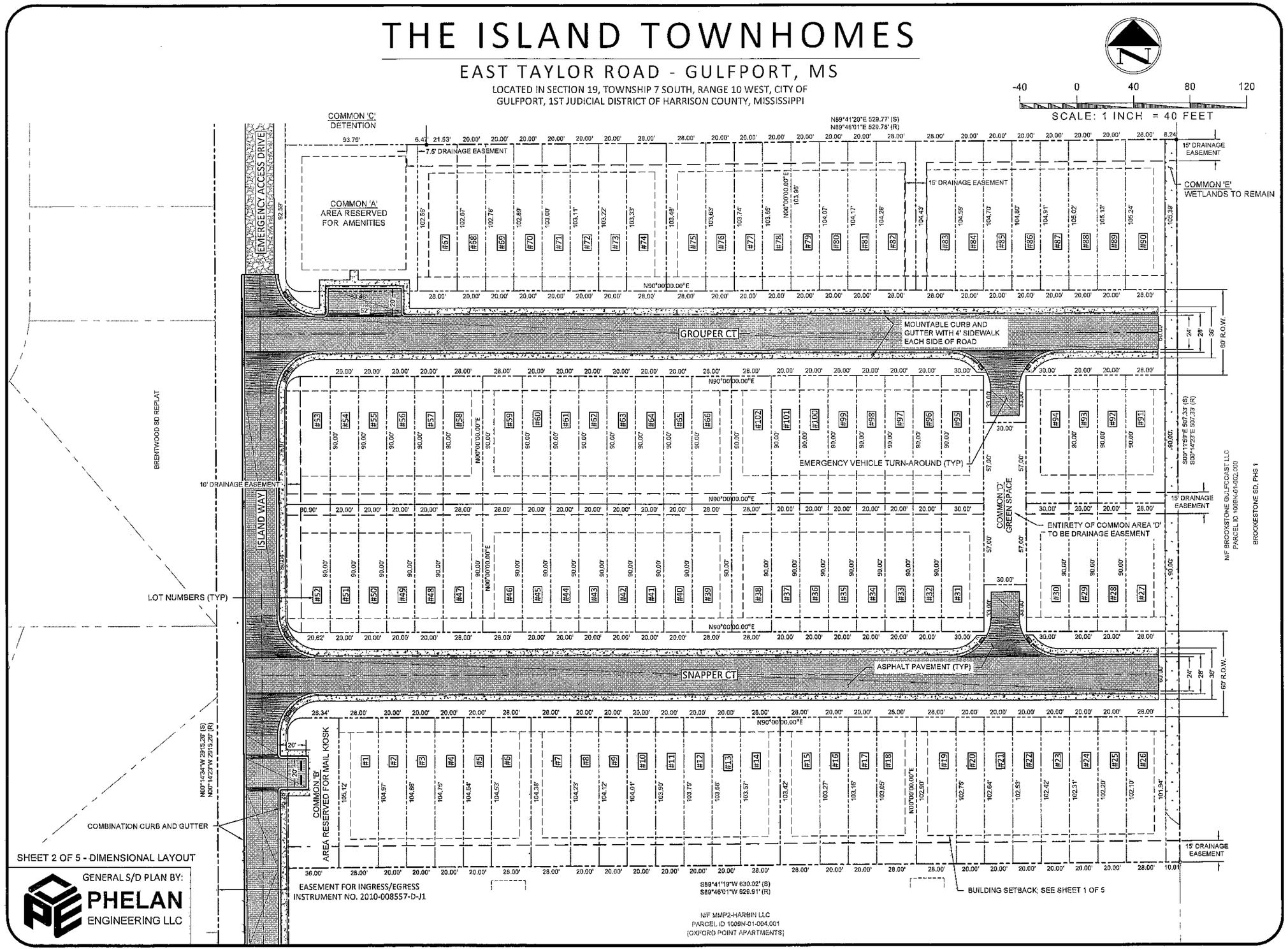
FLOOD NOTE:

ENTIRE PROPERTY IS LOCATED IN A ZONE X (SHADED) PER MAP NUMBER 28047C0267G (EFFECTIVE 6/16/2009)

THE ISLAND TOWNHOMES

EAST TAYLOR ROAD - GULFPORT, MS

LOCATED IN SECTION 19, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, 1ST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI



SHEET 2 OF 5 - DIMENSIONAL LAYOUT

GENERAL S/D PLAN BY:
PHELAN ENGINEERING LLC

HIGHLAND LAKE TOWNHOMES

AT GULFPORT HIGHLANDS

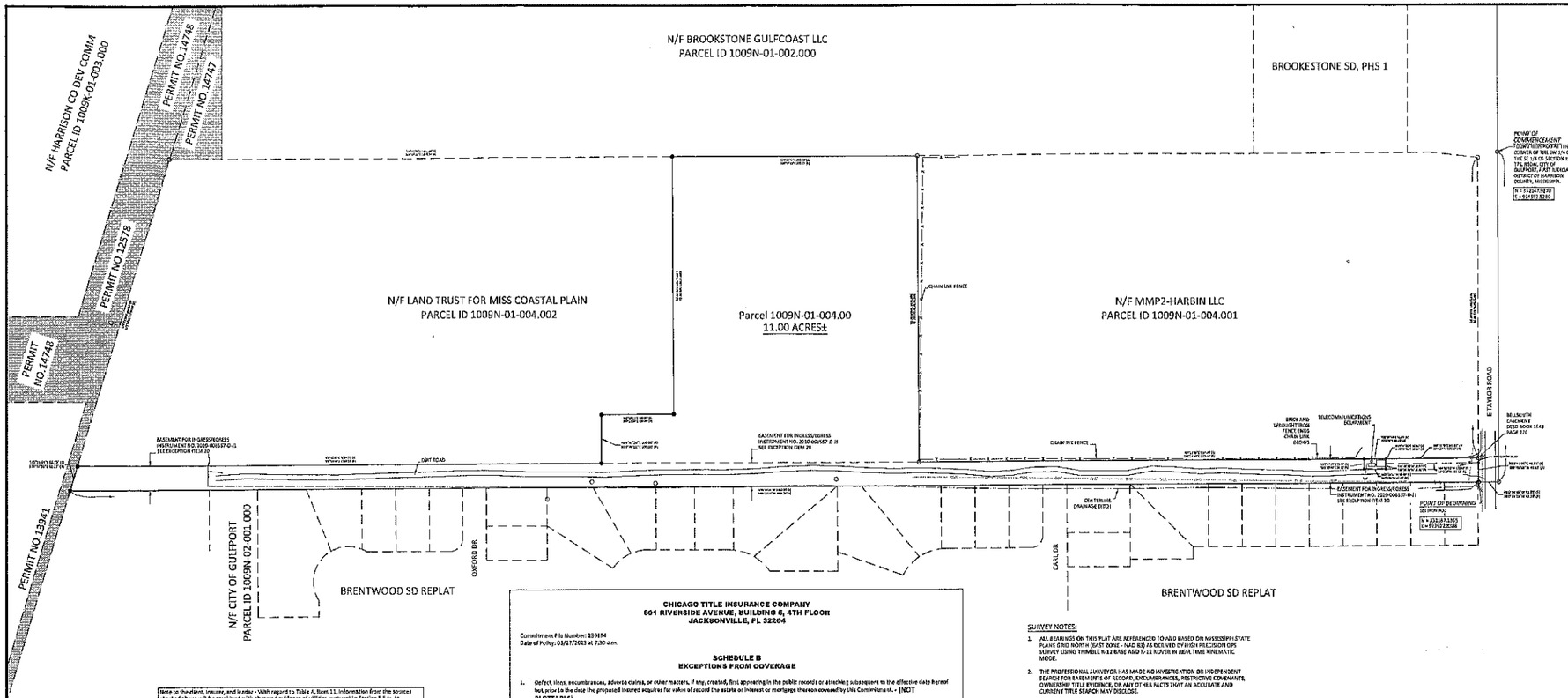
LOCATED IN SECTION 6, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, 1ST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI

PARCEL TABLE		
PARCEL #	AREA (SF)	AREA (AC)
~R.O.W.~	220,956	5.072
COMMON A	9,579	0.220
COMMON B	3,786	0.087
COMMON C	14,993	0.344
COMMON D	3,420	0.079
COMMON E	4,629	0.106
LOT 1	2,941	0.068
LOT 2	2,098	0.048
LOT 3	2,096	0.048
LOT 4	2,094	0.048
LOT 5	2,092	0.048
LOT 6	2,925	0.067
LOT 7	2,920	0.067
LOT 8	2,083	0.048
LOT 9	2,081	0.048
LOT 10	2,079	0.048
LOT 11	2,077	0.048
LOT 12	2,075	0.048
LOT 13	2,073	0.048
LOT 14	2,898	0.067
LOT 15	2,894	0.066
LOT 16	2,064	0.047
LOT 17	2,062	0.047
LOT 18	2,883	0.066
LOT 19	2,879	0.066
LOT 20	2,064	0.047
LOT 21	2,062	0.047
LOT 22	2,059	0.047
LOT 23	2,047	0.047
LOT 24	2,045	0.047
LOT 25	2,043	0.047
LOT 26	2,857	0.066
LOT 27	2,520	0.058
LOT 28	1,800	0.041
LOT 29	1,800	0.041
LOT 30	2,700	0.062

PARCEL TABLE		
PARCEL #	AREA (SF)	AREA (AC)
LOT 31	2,700	0.062
LOT 32	1,800	0.041
LOT 33	1,800	0.041
LOT 34	1,800	0.041
LOT 35	1,800	0.041
LOT 36	1,800	0.041
LOT 37	1,800	0.041
LOT 38	2,520	0.058
LOT 39	2,520	0.058
LOT 40	1,800	0.041
LOT 41	1,800	0.041
LOT 42	1,800	0.041
LOT 43	1,800	0.041
LOT 44	1,800	0.041
LOT 45	1,800	0.041
LOT 46	2,520	0.058
LOT 47	2,520	0.058
LOT 48	1,800	0.041
LOT 49	1,800	0.041
LOT 50	1,800	0.041
LOT 51	1,800	0.041
LOT 52	2,745	0.063
LOT 53	2,774	0.064
LOT 54	1,800	0.041
LOT 55	1,800	0.041
LOT 56	1,800	0.041
LOT 57	1,800	0.041
LOT 58	2,520	0.058
LOT 59	2,520	0.058
LOT 60	1,800	0.041
LOT 61	1,800	0.041
LOT 62	1,800	0.041
LOT 63	1,800	0.041
LOT 64	1,800	0.041
LOT 65	1,800	0.041
LOT 66	2,520	0.058

PARCEL TABLE		
PARCEL #	AREA (SF)	AREA (AC)
LOT 67	2,873	0.066
LOT 68	2,055	0.047
LOT 69	2,057	0.047
LOT 70	2,059	0.047
LOT 71	2,061	0.047
LOT 72	2,063	0.047
LOT 73	2,065	0.047
LOT 74	2,895	0.066
LOT 75	2,900	0.067
LOT 76	2,074	0.048
LOT 77	2,076	0.048
LOT 78	2,078	0.048
LOT 79	2,080	0.048
LOT 80	2,082	0.048
LOT 81	2,085	0.048
LOT 82	2,922	0.067
LOT 83	2,926	0.067
LOT 84	2,093	0.048
LOT 85	2,095	0.048
LOT 86	2,097	0.048
LOT 87	2,099	0.048
LOT 88	2,102	0.048
LOT 89	2,104	0.048
LOT 90	2,949	0.068
LOT 91	2,520	0.058
LOT 92	1,800	0.041
LOT 93	1,800	0.041
LOT 94	2,700	0.062
LOT 95	2,700	0.062
LOT 96	1,800	0.041
LOT 97	1,800	0.041
LOT 98	1,800	0.041
LOT 99	1,800	0.041
LOT 100	1,800	0.041
LOT 101	1,800	0.041
LOT 102	2,520	0.058

GENERAL S/D PLAN BY:
PHELAN
ENGINEERING LLC



Note to the client, insurer, and lender - With regard to Table A, Item 11, information from the source checked above will be combined with observed evidence of utilities pursuant to Section 5.E.iv, to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation may be necessary.

ALTA/NSPS NOTE:

1. ADDRESS OF SUBJECT PROPERTY: 0 E TAYLOR ROAD, HARRISON COUNTY, MISSISSIPPI, 39503
2. SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING ZONE DESIGNATIONS OR "X" UNSHADED (Areas determined to be outside the 0.2% annual chance floodplain) AS PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RAP NO. 28047C0267G IN THE COMMUNITY OF THE CITY OF GULFPORT (COMMUNITY NUMBER 245253), WITH AN EFFECTIVE DATE OF JUNE 18, 2009, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP.
3. GROSS LAND AREA OF SUBJECT PROPERTY : 11.02 ACRES±
4. NO BUILDINGS EXIST ON SUBJECT PROPERTY
5. NO PARKING SPACES WERE OBSERVED ON SUBJECT PROPERTY
6. THERE IS EVIDENCE OF UNDERGROUND UTILITIES ON-SITE (WATER AND SEWER) AND ALL ABOVEGROUND UTILITY FEATURES ARE SHOWN. A MISSISSIPPI 811 LOCATE REQUEST WAS CALLED IN ON MARCH 1, 2023 (TICKET #---------) HOWEVER, THE ON-SITE UTILITIES WERE NOT MARKED.
7. NO OBSERVED EVIDENCE OF BUILDING CONSTRUCTION OR BUILDING ADDITIONS AT THE TIME OF SURVEY
8. NO OBSERVED EVIDENCE OF SITE USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL AT THE TIME OF SURVEY.
9. THE ACCOMPANYING SURVEY WAS MADE ON THE GROUND AND CORRECTLY SHOWS THE LOCATION OF ALL OBSERVED BUILDING, STRUCTURES AND OTHER IMPROVEMENTS SITUATED ON THE ABOVE PREMISES AT THE TIME OF THE SURVEY; THERE ARE NO VISIBLE ENCROACHMENTS OBSERVED ON THE SUBJECT PROPERTY OR UPON ADJACENT LAND ABUTTING SAID PROPERTY EXCEPT AS SHOWN HEREON AS ENCROACHMENTS AND WAS MADE IN ACCORDANCE WITH THE LAWS AND/OR STANDARDS OF CARE OF THE STATE OF MISSISSIPPI.
10. THIS PROPERTY IS SUBJECT TO ALL COVENANTS, EASEMENTS AND THOSE CERTAIN SUBDIVISION REGULATIONS LISTED IN THE REFERENCED TITLE OF OPINION. THERE ARE NO VISIBLE OR APPARENT EASEMENTS THAT AFFECT THE SUBJECT PROPERTY, EXCEPT AS SHOWN HEREON.

CHICAGO TITLE INSURANCE COMPANY
601 RIVERSIDE AVENUE, BUILDING 6, 4TH FLOOR
JACKSONVILLE, FL 32204

Commitment File Number: 230654
Date of Policy: 03/27/2023 at 7:30 a.m.

SCHEDULE B
EXCEPTIONS FROM COVERAGE

1. Defect, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment. - **(NOT PLOTTABLE)**
2. All taxes for the year 2023 and subsequent years, not yet due and payable. - **(NOT PLOTTABLE)**
3. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title that would be disclosed by an accurate and complete survey of the land. - **(NONE OBSERVED)**
4. Any rights, interests, or claims of parties in possession of the land not shown by the public records. - **(NONE OBSERVED)**
5. Easements, or claims of easements, not shown by the Public Records. - **(NO INFORMATION WAS PROVIDED AT TIME OF SURVEY CONCERNING EXCEPTION 5. SURVEYOR REQUESTS THE OPPORTUNITY TO UPDATE THIS PLAT OF SURVEY IF ADDITIONAL INFORMATION IS IDENTIFIED.)**
6. Easements of record. If any. - **(NONE OTHER THAN THOSE PROVIDED)**
7. Any facts about the land which a correct survey would disclose and which are not shown by the public records. - **(PLOTTED ON PLAT)**
8. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished not shown by the public records. - **(NONE KNOWN AT TIME OF SURVEY)**
9. Any adverse claim to all or any part of the land which is now under water or which has previously been under water but filled or exposed through the efforts of man - **(DOES NOT AFFECT PROPERTY)**
10. Taxes and special assessments not shown as liens by the public records. - **(NONE KNOWN AT TIME OF SURVEY)**
11. Any lease, grant, exception, or reservation of minerals or mineral rights on, and under subject land. - **(NOT PLOTTABLE)**
12. Subject to any Restrictive Covenants conditions and restrictions pertaining to subject property. -**(CURRENT RESTRICTIVE COVENANT IN BOOK 1483 PAGE 241)**
13. Any prior reservation or conveyance, together with any release of damages of mineral of every kind and character, including, but not limited to, oil, gas, sand, gravel in, on and under subject property. -**(NOT PLOTTABLE)**
14. As per zoning report dated 3/29/2023 provided by Kenneth Jones
    Current Zoning: R-2; Townhomes are allowed in this zoning by right.
    Zoning Restrictions: Regulations for Townhomes within R-2 Zoning (See ALTA Notes for lot regulations)
    Adjacent Zoning: R-2 Zoning for adjacent properties on the North, East, and South. R-1-7.5 for properties on the West.
15. **(NOT PLOTTABLE)**
16. Cert. Result. dated 07/06/2009 recorded as Instrument No. 2010-7909-D-JL, Harrison County, MS. -**(SHOWN AS PART OF THE RECORD)**
17. Bellsouth Telecommunication easement dated 05/21/2003 recorded as Book 1543 at Page 320, Harrison County, MS. -**(SHOWN ON PLAT, AFFECTS THE SOUTHWEST PORTION OF THE PROPERTY).**
18. Easement dated 10/13/2000 recorded as Book 1330 at Page 261, Harrison County, MS. -**(DOES NOT AFFECT PROPERTY)**
19. Current Restrictive Covenant in Book 1483 at Page 241 overlaps subject property and is being rescinded and a New Restrictive Covenant will be filed.
20. Terms and Conditions of Easement contained in Instrument No. 2010-8557-D-JL, Harrison County, MS -**(AFFECTS THE WEST OF THE PROPERTY AS SHOWN ON PLAT)**

SURVEY NOTES:

1. ALL BEARINGS ON THIS PLAT ARE REFERENCED TO AND BASED ON MISSISSIPPI STATE PLANE GRID NORTH (EAST ZONE - NAD 83) AS RECEIVED BY HIGH PRECISION GPS SURVEY USING TRIMBLE R-12 BASE AND R-12 ROVER IN REAL TIME KINEMATIC MODE.
2. THE PROFESSIONAL SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE ORIGINAL SEAL AND ORIGINAL SIGNATURE OF THE SURVEYOR.

LEGAL DESCRIPTION - AS PER EXHIBIT "A", SCHEDULE A, COMMITMENT NUMBER 230154

A PARCEL OF LAND SITUATED AND BEING LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE RUN SOUTH 89 DEGREES 45 MINUTES 58 SECONDS WEST 679.86 FEET; THENCE RUN NORTH 00 DEGREES 14 MINUTES 23 SECONDS WEST 42.19 FEET TO THE NORTHERLY RIGHT-OF-WAY OF TAYLOR ROAD FOR THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE FROM SAID POINT OF BEGINNING NORTH 00 DEGREES 14 MINUTES 23 SECONDS WEST 2815.26 FEET; THENCE RUN SOUTH 73 DEGREES 07 MINUTES 01 SECONDS EAST 88.73 FEET; THENCE RUN SOUTH 00 DEGREES 13 MINUTES 30 SECONDS EAST 1084.59 FEET; THENCE RUN NORTH 89 DEGREES 46 MINUTES 01 SECONDS EAST 100.00 FEET; THENCE RUN SOUTH 00 DEGREES 13 MINUTES 30 SECONDS EAST 150.00 FEET; THENCE RUN NORTH 89 DEGREES 46 MINUTES 01 SECONDS EAST 529.78 FEET; THENCE RUN SOUTH 00 DEGREES 14 MINUTES 23 SECONDS EAST 507.33 FEET; THENCE RUN SOUTH 89 DEGREES 46 MINUTES 01 SECONDS WEST 629.95 FEET; THENCE RUN SOUTH 00 DEGREES 13 MINUTES 30 SECONDS EAST 1197.82 FEET TO THE NORTHERLY RIGHT-OF-WAY OF TAYLOR ROAD TO THE POINT OF BEGINNING. CONTAINING 11.02 ACRES.

SURVEYOR'S CERTIFICATE

To Gulf Coast Development and Design, Chicago Title Insurance Company their subsidiaries and their successors and/or assigns:

This is to certify that this map or plat and the survey which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6, 7 (a) (b1) (c), 8, 9, 13(b), 13, 16, 17, and 18. And is the same property as conveyed in the vesting deeds of the provided Commitment for Title Insurance, Exhibit "A" as listed in Schedule A of said Commitment.

The field work was completed on April 24, 2023
Date of Plat or Map: May 18, 2023.

HOLLIS S."PETE" WILLIAMS, PE/PS

SCALE: 1" = 100'

LEGEND	
(S)	AS PER SURVEY
(R)	AS PER RECORD
N/F	NOW OR FORMERLY OWNED BY
O	FOUND IRON ROD
△	FOUND MAG NAIL IN ASPHALT
●	SET IRON ROD
(S)	SEWER MANHOLE
(W)	WATER METER
(WV)	WATER VALVE
FH	FIRE HYDRANT
	UTILITY POLE
	LIGHT POLE POLE
	GRAVITY SEWER MAIN
	OVERHEAD ELECTRIC
	UNDERGROUND ELECTRIC
	UNDERGROUND FIBER OPTIC CABLE
X X	CHAIN LINK FENCE

Project No.: 2219
DATE: 05/18/23
Scale: 1" = 100'
Drawn By: RSC
Checked By: HSW

W ENGINEERING, P.A.
301 Central Ave East
Wiggins, MS 39577
Office 601-928-5981
pw@weng-ms.com

Easement Sketch for:
Gulf Coast Development & Design
SITUATED IN SECTION 19, T7S, R10W
CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

REVISIONS

NO.	DATE	DESCRIPTION	BY
1.	5/18/23	REVISED TO SHOW MPC AND BELL SOUTH EASEMENTS	RSC

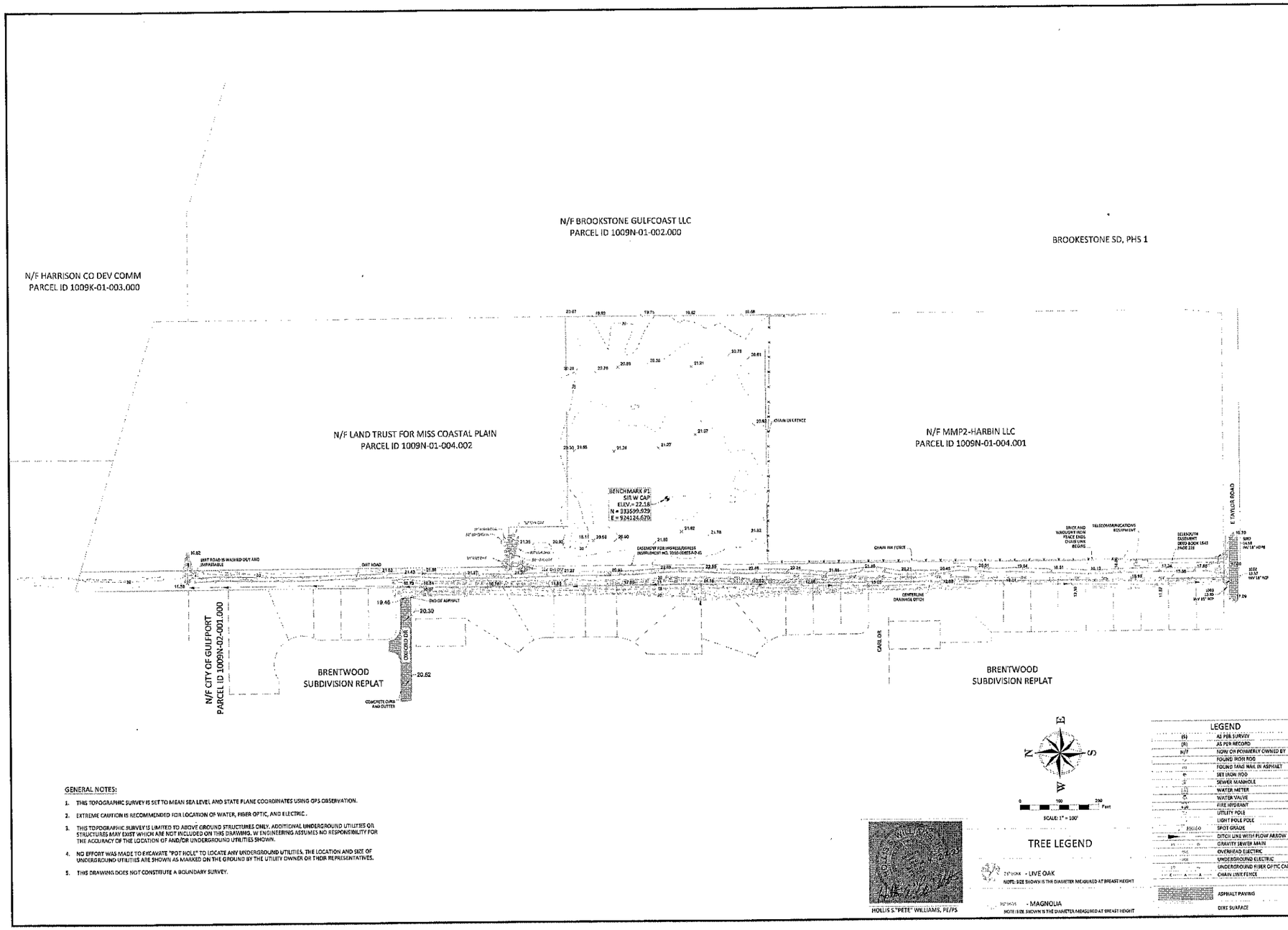
Sheet No.
01

2219_E_Taylor Road ALTA

SHEET 4 OF 5 - BOUNDARY SURVEY

GENERAL S/D PLAN BY:
PHELAN ENGINEERING LLC

NOTE:
THIS SURVEY HAS BEEN SCALED TO FIT THIS SHEET



GENERAL NOTES:

1. THIS TOPOGRAPHIC SURVEY IS SET TO MEAN SEA LEVEL AND STATE PLANE COORDINATES USING GPS OBSERVATION.
2. EXTREME CAUTION IS RECOMMENDED FOR LOCATION OF WATER, FIBER OPTIC, AND ELECTRIC.
3. THIS TOPOGRAPHIC SURVEY IS LIMITED TO ABOVE GROUND STRUCTURES ONLY. ADDITIONAL UNDERGROUND UTILITIES OR STRUCTURES MAY EXIST WHICH ARE NOT INCLUDED ON THIS DRAWING. W ENGINEERING ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE LOCATION OF AND/OR UNDERGROUND UTILITIES SHOWN.
4. NO EFFORT WAS MADE TO EXCAVATE "POT HOLE" TO LOCATE ANY UNDERGROUND UTILITIES. THE LOCATION AND SIZE OF UNDERGROUND UTILITIES ARE SHOWN AS MARKED ON THE GROUND BY THE UTILITY OWNER OR THEIR REPRESENTATIVES.
5. THIS DRAWING DOES NOT CONSTITUTE A BOUNDARY SURVEY.

HOLLIS S."PETE" WILLIAMS, PE/PS

TREE LEGEND

24" OAK - LIVE OAK
NOTE: SIZE SHOWN IS THE DIAMETER MEASURED AT BREAST HEIGHT

24" MAG - MAGNOLIA
NOTE: SIZE SHOWN IS THE DIAMETER MEASURED AT BREAST HEIGHT

LEGEND

(S)	AS PER SURVEY
(R)	AS PER RECORD
N/F	NOW OR FORMERLY OWNED BY
	FOUND IRON ROD
	FOUND NAIL IN ASPHALT
	SET IRON ROD
	SEWER MANHOLE
	WATER METER
	WATER VALVE
	FIRE HYDRANT
	UTILITY POLE
	LIGHT POLE POLE
100.00	SPOT GRADE
	DITCH LINE WITH FLOW ARROW
	GRAVITY SEWER MAIN
	OVERHEAD ELECTRIC
	UNDERGROUND ELECTRIC
	UNDERGROUND FIBER OPTIC CABLE
	CHAIN LINK FENCE
	ASPHALT PAVING
	DIRT SURFACE

W ENGINEERING, P.A.
301 Central Ave East
Wiggins, MS 39577
Office 601-928-5981
pw@weng-ms.com

Project No.: 2219
DATE: 04/29/23
Scale: 1" = 100'
Drawn By: RSC
Checked By: HSW

Topographical and Tree Survey for:
Gulf Coast Development & Design
SITUATED IN SECTION 19, T7S, R10W
CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

REVISIONS

NO.	DATE	DESCRIPTION	BY

Sheet No.
01

2219_E Taylor Road.NCN

SHEET 5 OF 5 - TOPO SURVEY

GENERAL S/D PLAN BY:
PHELAN ENGINEERING LLC

NOTE:
THIS SURVEY HAS BEEN SCALED TO FIT THIS SHEET

SCANNED

REVIEWED

1st JUDICIAL DISTRICT
Instrument 2022-0013032-D-J1
Filed/Recorded 05/31/2022 9:27:01 AM
Total Fees 26.00
3 Pages Recorded

Prepared by:
Robert T. Jackson, Jr.
Jackson, Tullos & Rogers, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Return to:
Robert T. Jackson, Jr.
Jackson, Tullos & Rogers, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

EXECUTOR'S DEED

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

ROBERT JASON GRAHAM, EXECUTOR OF THE
ESTATE OF ROBERT N. GRAHAM, DECEASED
40 Deep South Lane
Purvis, MS 39475
(601) 408-3280

Grantor herein, hereby grants, bargains, distributes, conveys and specially warrants unto

ROBERT JASON GRAHAM
Post Office Box 1207
Purvis, MS 39475
(601) 794-2253

Grantee herein, all of its right, title and interest in and to the following described real property lying and being situated in Harrison County, Mississippi, and being more particularly described as follows, to-wit:

LEGAL DESCRIPTION: **See Exhibit "A" attached (Page 3)**

INDEXING INSTRUCTIONS: **SW ¼ of SE ¼, Section 19, T7S, R10W, City of Gulfport, First Judicial District, Harrison County, Mississippi**

This conveyance and the warranty hereof are subject to any and all prior and outstanding leases, exceptions, reservation and/or conveyances of oil, gas and/or other minerals and any geothermal energy resources lying in, on and under the above described real property.

This conveyance and the warranty hereof are subject to any environmental condition existing upon the subject property which would cause said property to be in violation of any State and/or Federal Environmental Protection Act.

This conveyance and the warranty hereof are subject to any and all other easements and rights-of-way, whether of record or of use, which affect the real property hereby conveyed.

This conveyance and the warranty hereof are subject to any and all covenants and restrictions of record.

This conveyance is made pursuant to that certain Judgment to Close Estate and Distribute Assets, filed on the 24th day of May, 2022, in The Matter of the Estate of Robert N. Graham, Deceased, Cause No. 2018-PR-0009-CS, in the Chancery Court of Lamar County, Mississippi.

All County and State ad valorem taxes for the current year shall be paid by Grantee.

This instrument was prepared without the benefit of a title opinion at the request of the Grantor and Grantee.

WITNESS THE SIGNATURE of the Grantor on this, the 25 day of May, 2022.

THE ESTATE OF ROBERT N. GRAHAM, DECEASED

ROBERT JASON, GRAHAM, EXECUTOR

STATE OF MISSISSIPPI

COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this 25th day of May, 2022, within my jurisdiction, the within named **Robert Jason Graham,** who acknowledged that he is **Executor of the Estate of Robert N. Graham, Deceased,** and that in said representative capacity, he executed the above and foregoing instrument after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires:
February 11, 2024

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 10466
VICKIE SMITH WILLIAMSON
Commission Expires
Feb. 11, 2024
LAMAR COUNTY

EXHIBIT "A"

A parcel of land situated and being located in the Southwest ¼ of the Southeast ¼ of Section 19, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

Commencing at the Southeast corner of the Southwest ¼ of the Southeast ¼ of said Section 19; thence run South 89 degrees 45 minutes 58 seconds West 670.86 feet; thence run North 00 degrees 14 minutes 23 seconds West 42.19 feet to the northerly right-of-way of Taylor Road for the Point of Beginning of the parcel herein described; thence continue from said Point of Beginning, North 00 degrees 14 minutes 23 seconds West 2915.26 feet; thence run South 73 degrees 07 minutes 01 seconds East 52.73 feet; thence run South 00 degrees 13 minutes 30 seconds East 1084.59 feet; thence run North 89 degrees 46 minutes 01 seconds East 100.00 feet; thence run South 00 degrees 13 minutes 30 seconds East 150.00 feet; thence run North 89 degrees 46 minutes 01 seconds East 529.78 feet; thence run South 00 degrees 14 minutes 23 seconds East 507.33 feet; thence run South 89 degrees 46 minutes 01 seconds West 628.91 feet; thence run South 00 degrees 13 minutes 30 seconds East 1157.82 feet to the northerly right-of-way of Taylor Road; thence run South 89 degrees 45 minutes 58 seconds West 49.65 feet along the northerly right-of-way of Taylor Road to the Point of Beginning. Containing 11.02 acres.

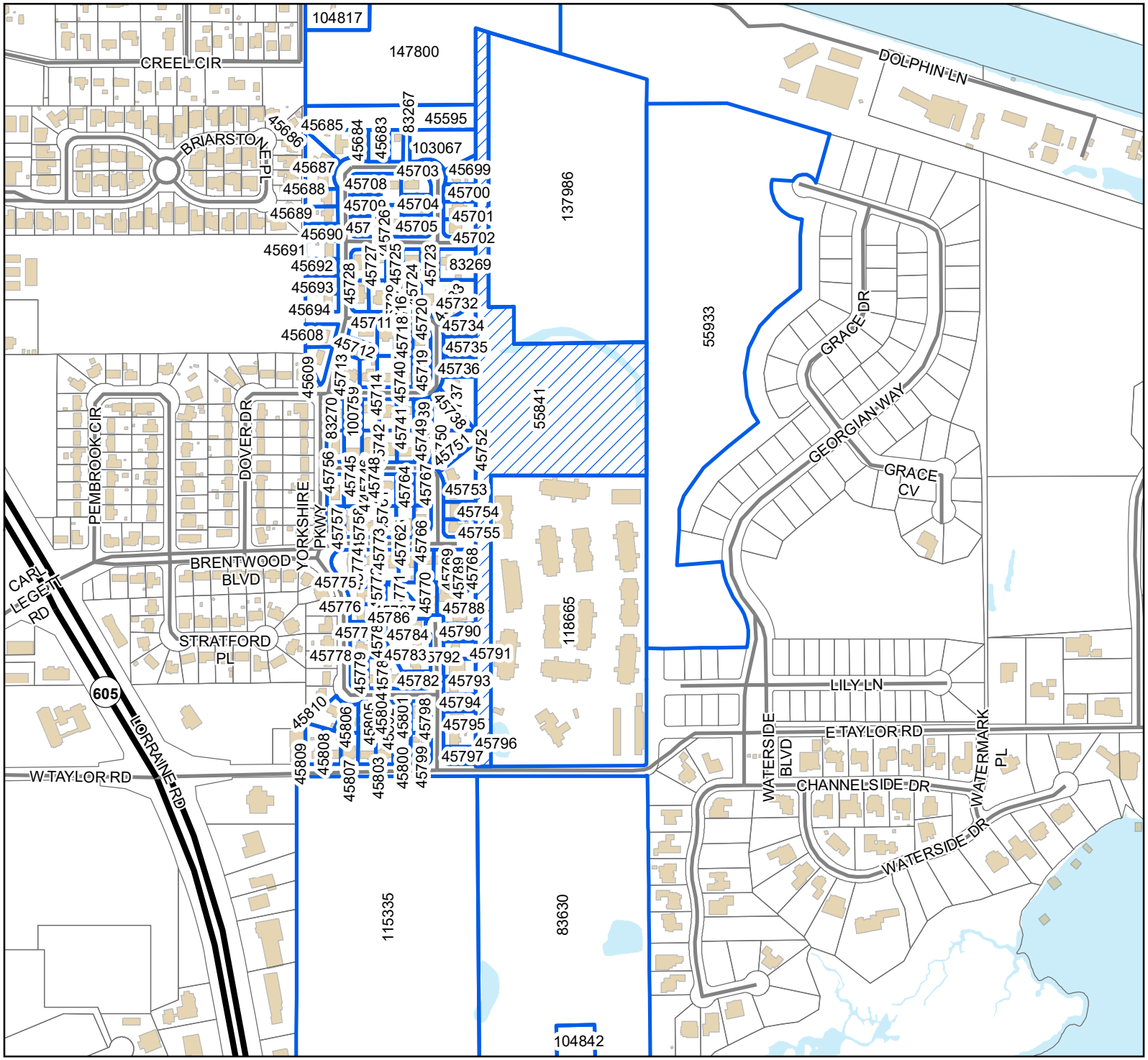
Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			ROBERT JASON GRAHAM(OWNER)	P. O. BOX 1207	PURVIS	MS	39475
			KENNETH JONES(AGENT)	919 2ND STREET	GULFPORT	MS	39501
			Adjacent Property Owners(2308PC091)				
	45710	1009N-02-019.000	DAS HOLDINGS LLC	12203 PRESERVATION DR	GULFPORT	MS	39503
	45702	1009N-02-002.000	SUIT ANNA H -L/E-	20 PARK DR	GULFPORT	MS	39503
	45691	1009N-02-023.000	JORDAN LANCE L	34 YORKSHIRE PKWY	GULFPORT	MS	39507
	45711	1009N-02-042.000	CAMACHO LINDON	1 NOTTINGHAM CIR	GULFPORT	MS	39503
	45608	1009N-02-040.000	WILSON TEDDY L	26 YORKSHIRE PKWY	GULFPORT	MS	39501
	45609	1009N-02-041.000	CARTER CHARLES F	24 YORKSHIRE PKWY	GULFPORT	MS	39503
	45719	1009N-02-048.000	DAS HOLDINGS LLC	9366 STONE RD	GULFPORT	MS	39503
	45715	1009N-02-046.000	EASTERLING DYNNE LYRA D	13 NOTTINGHAM CIR	GULFPORT	MS	39503
	45741	1009N-02-059.000	WINGERTER RICKY PAUL	28 NOTTINGHAM CIR	GULFPORT	MS	39503
	45745	1009N-02-062.000	POWELL FLOYD & MITCHELL DOLLIE R	13 YORKSHIRE DR	GULFPORT	MS	39507
	45747	1009N-02-064.000	EVANS MARGARET T	6 LEGGETT CIR	GULFPORT	MS	39503
	45767	1009N-02-073.000	DINGLI AMELIA L	11 LEGGETT CIR	GULFPORT	MS	39501
	45739	1009N-02-057.000	NAGORKA MATTHEW B & ELIZABETH N	1202 WELLINGTON LANE	OCEAN SPRINGS	MS	39564
	45750	1009N-02-067.000	RODRIGUEZ VICTOR MANUEL PENA &	MARGARA FERNANDEZ NIEVES	GULFPORT	MS	39503
	45751	1009N-02-068.000	FAIRLEY DONNIE R & SANDRA MCNEAL	14 LEGGETT CIRCLE	GULFPORT	MS	39503
	45760	1009N-02-076.000	PADILLA RAUL R & MAGDALENA	5 LEGGETT CIRCLE	GULFPORT	MS	39507
	45763	1009N-02-075.000	DAS HOLDINGS LLC	9366 STONE ROAD	GULFPORT	MS	39503
	45753	1009N-02-070.000	HASSAN SAIDUL & ROSEMARIE Q	18 LEGGETT CIR	GULFPORT	MS	39503
	45771	1009N-02-088.000	KIRKWOOD RACHAEL EVONNE	7 CARL DR	GULFPORT	MS	39503
	45772	1009N-02-089.000	PETERSON SUSAN ELAINE	5 CARL ST	GULFPORT	MS	39503
	45773	1009N-02-090.000	REDDY MICHAEL JOSEPH	14068 LAVELLE DRIVE	GULFPORT	MS	39503
	45774	1009N-02-091.000	NEKOOEI BAHMAN & KHANI NAYYEREH	11201 LAMBERT WAY	STANTON	CA	90680
	45790	1009N-02-107.000	LANDRESS DEBORAH D	162 BURNA VISTA ST	WINDEY	GA	30680
	118665	1009N-01-004.001	MMP2-HARBIN LLC	1610 16TH AVE	NASHVILLE	TN	37212
	45785	1009N-02-102.000	SOLA GRATIA LLC	9585 SOUTH BAYOU BEND DRIVE	GULFPORT	MS	39503
	45801	1009N-02-123.000	GARCIA GERARDO MARTIN JR	159 BRENTWOOD BLVD	GULFPORT	MS	39503
	45807	1009N-02-119.000	JKA PROPERTIES LLC	11092 E TAYLOR RD	GULFPORT	MS	39503
	45775	1009N-02-092.000	KIRSCH SAMUEL H & WITT CYNTHIA R	126 BRENTWOOD BLVD	GULFPORT	MS	39503
	45776	1009N-02-093.000	PEREIRA DIOGO D -ESTATE-	128 BRENTWOOD BLVD	GULFPORT	MS	39503
	45778	1009N-02-095.000	TD 4 US LLC	12203 PRESERVATION DR	GULFPORT	MS	39503
	45781	1009N-02-098.000	MARSHALL WILLIAM H JR	P O BOX 7102	GULFPORT	MS	39506
	45792	1009N-02-109.000	NECAISE BRENDA C	26 BRITTANY CT	GULFPORT	MS	39503
	45802	1009N-02-124.000	HO HUE VAN	157 BRENTWOOD BLVD	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	45805	1009N-02-125.000	SPINNER REAL ESTATE HOLDINGS LLC	440 GREEN TEAL CT	BILOXI	MS	39531
	104817	1009K-03-002.002	ALLTEL COMM WIRELESS OF LA INC	PO BOX 2549	ADDISON	TX	75001
	83269	1009N-02-030.000	BERG STEPHEN & PATRICIA A	11 OXFORD DR	GULFPORT	MS	39503
	45712	1009N-02-043.000	ROBINSON SEDUNITHA M & EUGENE D	19 YORKSHIRE PKWY	GULFPORT	MS	39503
	45708	1009N-02-013.000	MORTON KENDELL E & SHERRY LYNN	18311 MALLARD DR	SAUCIER	MS	39574
	45704	1009N-02-016.000	KERR SHAWN & JANINA	7 PARK DR	GULFPORT	MS	39503
	45706	1009N-02-018.000	BOHL BARBARA G -ESTATE-	4 OXFORD DR	GULFPORT	MS	39503
	45688	1009N-02-012.000	KNUREK JOSEPH J JR	40 YORKSHIRE PARKWAY	GULFPORT	MS	39503
	45690	1009N-02-022.000	GARNER RAYMOND M JR & PATRICIA ANN	36 YORKSHIRE PKWY	GULFPORT	MS	39501
	45694	1009N-02-039.000	VU HUNG T	28 YORKSHIRE PKWY	GULFPORT	MS	39507
	45726	1009N-02-026.000	GOUIN ROBERT R & KAREN C	3 OXFORD DR	GULFPORT	MS	39501
	45727	1009N-02-025.000	MANTANONA CECILIA A	860 ELLINGTON DRIVE	BILOXI	MS	39532
	45692	1009N-02-024.000	COBB TERRY & MARGARET	PO BOX 831	SAUCIER	MS	39574
	45799	1009N-02-115.000	MORAN LUDGER LON	11064 E TAYLOR RD	GULFPORT	MS	39503
	45800	1009N-02-116.000	JANET VERONICA M -L/E-	11076 E TAYLOR RD	GULFPORT	MS	39503
	100759	1009N-02-061.001	ROSH ROBERT A	32 NOTTINGHAM CIR	GULFPORT	MS	39503
	83270	1009N-02-061.000	GASPARRINI MARTHA S DODD -TRUSTEE-	306 EASTVIEW DR	BILOXI	MS	39531
	45738	1009N-02-056.000	PENTON TAMMY L	22 NOTTINGHAM CIR	GULFPORT	MS	39503
	45749	1009N-02-066.000	MHLANGA BEVERLY ANNANNYA	10 LEGETT CIR	GULFPORT	MS	39507
	45759	1009N-02-077.000	MORETTO NELLA P	3 LEGGETT CIR	GULFPORT	MS	39503
	45755	1009N-02-072.000	WINGERTER TAMARA L	13584 WINDROSE CIRCLE	GULFPORT	MS	39503
	45777	1009N-02-094.000	REXFORD LARRY E & JACKIE R	130 BRENTWOOD BLVD	GULFPORT	MS	39501
	45788	1009N-02-105.000	SUNFLOWER PROPERTIES LLC	8 BAYOU PL	GULFPORT	MS	39503
	45780	1009N-02-097.000	RAMON MICHAEL	136 BRENTWOOD BLVD	GULFPORT	MS	39503
	45779	1009N-02-096.000	FORD JESSICA HELTON & ETHAN JEWELL	12316 LOCKE PLACE	OCEAN SPRINGS	MS	39564
	45796	1009N-02-113.000	PIERCE JAMES M	34 BRITTANY CT	GULFPORT	MS	39507
	45787	1009N-02-104.000	WOLFE DANIEL L	16 BRITTANY CT	GULFPORT	MS	39503
	45786	1009N-02-103.000	PETERSON CHRISTINA	14 BRITTANY CT	GULFPORT	MS	39503
	45782	1009N-02-099.000	ROSH ROBERT	2000 CLANDETTE CT	BILOXI	MS	39531
	45794	1009N-02-111.000	ROSH ROBERT A	304 CABELL DRIVE	BILOXI	MS	39531
	45795	1009N-02-112.000	CHAVERS KAITLIN	32 BRITTANY COURT	GULFPORT	MS	39503
	45803	1009N-02-117.000	MCLEOD LINDA T	11082 E TAYLOR RD	GULFPORT	MS	39503
	45804	1009N-02-118.000	XIONG YUANHENG AND YIWEN ZHAO	11086 EAST TAYLOR RD	GULFPORT	MS	39503
	83630	1010C-01-002.000	CARTER JONATHAN R & GRAMMAR JENNIE	11029 E TAYLOR RD	GULFPORT	MS	39503
	104842	1010C-01-002.001	CARTER JONATHAN R & GRAMMER JENNIE	11029 EAST TAYLOR RD	GULFPORT	MS	39503
	45742	1009N-02-060.000	SMITH LOGAN E & AMANDA	10480 KLEIN RD APT 184	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	45705	1009N-02-017.000	MOEINI MOHAMMAD -ESTATE-	P O BOX 8833	GULFPORT	MS	39506
	45734	1009N-02-052.000	CLARK FRANCES	14 NOTTINGHAM CIR	GULFPORT	MS	39503
	45716	1009N-02-051.000	MEULENKAMP LANG	124B 26TH ST	GULFPORT	MS	39507
	45752	1009N-02-069.000	WHITE JANIS M	16 LEGETT CIR	GULFPORT	MS	39507
	45789	1009N-02-106.000	SUNFLOWER PROPERTIES LLC	8 BAYOU PLACE	GULFPORT	MS	39503
	45783	1009N-02-100.000	JKA PROPERTIES LLC	1200 COLLEGE ST	GULFPORT	MS	39507
	45798	1009N-02-122.000	WASHUM CHRISTOPHER M & ERIKA	161 BRENTWOOD BLVD	GULFPORT	MS	39503
	45809	1009N-02-121.000	CURRY GREGORY L	11106 E TAYLOR RD	GULFPORT	MS	39503
	45746	1009N-02-063.000	SEAL ROBERT E & CAROLYN F	3295 CC RD	KILN	MS	39556
	45748	1009N-02-065.000	GANGE CONSTANCE	1447 E PASS RD	GULFPORT	MS	39507
	45756	1009N-02-078.000	OTTIES NADS LLC	404 CARIBE PL	GULFPORT	MS	39507
	45764	1009N-02-074.000	GASPARRINI MARTHA S DODD -TRUSTEE-	306 EASTVIEW DRIVE	BILOXI	MS	39531
	45701	1009N-02-003.000	KERR SHAWN A & JANINA	7 PARK DRIVE	GULFPORT	MS	39503
	45689	1009N-02-021.000	SIAS DORIS	38 YORKSHIRE PKWY	GULFPORT	MS	39503
	45725	1009N-02-027.000	NEWMAN ANNIE B	5 OXFORD DR RT 9	GULFPORT	MS	39503
	45720	1009N-02-049.000	WILLIAMS PATRICIA	7 NOTTINGHAM CIR	GULFPORT	MS	39501
	45713	1009N-02-044.000	DEWBERRY LAURA	#17 NOTTINGHAM CIRCLE	GULFPORT	MS	39503
	45718	1009N-02-047.000	TICE EVERETT ELROY & VIOLET P	329 EASTERBROOK STREET	BAY ST. LOUIS	MS	39520
	45740	1009N-02-058.000	BOYD CAROLYN A	26 NOTTINGHAM CIRCLE	GULFPORT	MS	39503
	45768	1009N-02-085.000	PERRY DANIEL	13 CARL DR	GULFPORT	MS	39503
	45770	1009N-02-087.000	MORA CLARA	9 CARL DR	GULFPORT	MS	39503
	45784	1009N-02-101.000	SUNFLOWER PROPERTIES LLC	#8 BAYOU PLACE	GULFPORT	MS	39503
	45806	1009N-02-126.000	ZITTERKOPF REBECCA L	153 BRENTWOOD BLVD	GULFPORT	MS	39503
	45808	1009N-02-120.000	JOHNSON STEPHANIA G	11098 E TAYLOR ROAD	GULFPORT	MS	39503
	45797	1009N-02-114.000	SIMS JUDY F	36 BRITTANY CT	GULFPORT	MS	39507
	137986	1009N-01-004.002	LAND TRUST FOR MISS COASTAL PLAIN	PO BOX 2457	PURVIS	MS	39475
	55841	1009N-01-004.000	GRAHAM ROBERT JASON	P O BOX 1207	PURVIS	MS	39475
	55933	1009N-01-002.000	BROOKSTONE GULF COAST LLC	111 LUNDGREEN LN	GULFPORT	MS	39503
	115335	1010C-01-003.001	BOND LIMITED PARTNERSHIP	11272 SUNDOWN DR	GULFPORT	MS	39503
	147800	1009K-03-001.001	BALD EAGLE DEVELOPMENTS LLC	6010 VISTA CIRCLE	GULFPORT	MS	39503
	45810	1009N-02-127.000	LLORENTE JOSHUA O & BULLOCK BRIDGET	151 BRENTWOOD BLVD	GULFPORT	MS	39503
	45791	1009N-02-108.000	LB RENTALS LLC	117 41ST STREET	GULFPORT	MS	39507

2307PC091

General Plan



Legend

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

0 90 180 270

Yards

1 inch = 550 feet

N W E S

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

RE: General Plan 2308PC091, by agent Kenneth Jones, Tax Parcel 1009N-01-004.000, seeking approval of a General Plan for a 102-lot townhouse subdivision with 5-out parcels, (The Island Townhomes) located on East Taylor Road, Zoned R-2 (Single-family), Ward 5

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, August 24, 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, August 24, 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.

McCLATCHY

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
33468	452408	Print Legal Ad-IPL01342620 - IPL0134262		$77.50	2	46 L

Attention: JESSICA VERSIGA

GULFPORT CITY HALL
1410 24 TH AVENUE
GULFPORT, MS 39501

jversiga@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, August 24, 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.

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.

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

General Plan 2308PC091, by agent Kenneth Jones, Tax Parcel 1009N-01-004.000, seeking approval of a General Plan for a 102-lot townhouse subdivision with 5-out parcels, (The Island Townhomes) located on East Taylor Road, Zoned R-2 (Single-family), Ward 5

Zoning Map Amendment 2308PC093, by agent Travis B. Anderson, Requesting to rezone Tax Parcel 0809B-01-009.000 from I-2 (Heavy Industry district), to B-2 (General Business), Three Rivers Road, Ward 5

Zoning Map Amendment 2308PC099, by agent Josh Fleming/Elliott Homes LLC, Requesting to rezone Tax Parcel 0908M-01-004.002 from B-2 (General Business) to R-4 (Multi-family residence district), Stewart Road, Ward 5

Zoning Map Amendment 2308PC104, by agent Heinrich & Associates, requesting to rezone Tax Parcel 0810K-01-005.002 from I-1(Light Industry) to I-2(Heavy Industry), 3420 Giles Rd, Ward 3

This the 2nd day of August 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0134262
Aug 6 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:
08/06/23

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 7th day of August 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.

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

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: August 24, 2023

Re: Planning Commission Recommendation

MEMORANDUM

To: City of Gulfport Planning Commission

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

Date of Hearing: August 24, 2023

Re: <u>Zoning Text Amendment 2302PC016:</u>
<u>(Remanded back from City Council, Deffered to August by Applicant):</u>

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.

Technical Report

ZONING TEXT AMENDMENT

GENERAL INFORMATION

Case File Number: 2302PC016

Hearing Date: August 24, 2023

Legal: 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.

TECHNICAL DETAILS

The applicant requests to amend the text to the zoning ordinance to allow for the expansion of medical cannabis dispensaries into new zoning districts. Specifically, the applicant would like to remove the T4+ Transect zone limitation in the existing ordinances, by the dispensaries with Planning Commission approval.

EXECUTIVE SUMMARY

Initial conversations about the new medical cannabis laws included taking a more conservative approach to these before allowing them throughout the city. Three medical cannabis dispensaries have been issued a business license with the City of Gulfport, with these being new; it is difficult to determine the affect this use will have on the surrounding properties under the current city and state guidelines.

Should there be bad results, changing the rules and then changing them back again is problematic. The non-conforming rules are not quick when it comes to eliminating uses that are causing distress.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Holmes
Director of Urban Development Department

Technical Report

ZONING TEXT AMENDMENT

GENERAL INFORMATION

Case File Number: 2302PC016

Hearing Date: May 25, 2023

Legal: 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.

TECHNICAL DETAILS

The applicant requests to amend the text to the zoning ordinance to allow for the expansion of medical cannabis dispensaries into new zoning districts. Specifically, the applicant would like to remove the T4+ Transect zone limitation in the existing ordinance, thereby allowing the "hybrid" code area access by the dispensaries with Planning Commission approval.

EXECUTIVE SUMMARY

Initial conversations about the new medical cannabis laws included taking a more conservative approach to these before allowing them throughout the city. As a dispensary has not yet opened in Gulfport, it is difficult to determine the affect this use will have on the surrounding properties under the current city and state guidelines.

Should there be bas results, changing the rules and then changing them back again is problematic. The non-conforming rules are not quick when it comes to eliminating uses that are causing distress.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Holmes
Director of Urban Development Department

Revision date 11/2/2020

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

APPLICATION FOR ZONING TEXT AMENDMENT

For Staff Use Only

Case File #: 2302PC016

Date Received: 1-4-2023

Receipt #:

Received By: DLB

Zoning: T4+

Ward: 2 Flood: X

GENERAL DESCRIPTION OF REQUEST: (If necessary, attach a separate sheet of paper detailing the purpose of the request.)

AMEND ORDINANCE 3130 TO ALLOW RETAIL AND WHOLESALE TRADE OF MEDICAL CANNABIS IN T4+ ZONE BY PERMISSION.

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
RONALD DAVID BROWN	DAVID P. SULLIVAN, ESQ.
Printed Name Of Owner	Printed Name Of Agent
4200 BURGUNDY ST.	P. O. BOX 777
Mailing Address	Mailing Address
NEW ORLEANS, LA 70117	GULFPORT, MS 39502
City State Zip code	City State Zip code
(504) 250-1998 (601) 228-1434	(228) 547-3533
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
davidccconsulting@gmail.com	david@davidpsullivanlaw.com
Email	Email
Signature Of Owner	Signature Of Agent

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

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

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

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

NAME OF OWNER (PRINT) LEAH SIMON

ADDRESS (STREET, CITY, STATE, ZIP CODE 4206 BURGUNDY ST., NEW ORLEANS LA 70117

PHONE # (H) (310) 600-5324 (W) (310) 600-5324

TAX PARCEL NUMBER(S) OWNED 0811L-04-122.000

SIGNATURE: Leah Simon

NAME OF OWNER (PRINT) NICHOLAS SHAY

ADDRESS (STREET, CITY, STATE, ZIP CODE 337 BROOKLYN AVE, NEW ORLEANS, LA 70114

PHONE # (H) (504) 909-8801 (W) (504) 909-8801

TAX PARCEL NUMBER(S) OWNED 0811L-04-122.000

SIGNATURE:

NAME OF OWNER (PRINT) CARLOS GAUTREAUX

ADDRESS (STREET, CITY, STATE, ZIP CODE 3606 LA SALLE, SAN ANTONIO, TX 78218

PHONE # (H) (210) 249-8001 (W) (210) 249-8001

TAX PARCEL NUMBER(S) OWNED 0811L-04-122.000

SIGNATURE: Carlos Gautreaux

(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: DAVID P. SULLIVAN

The Law Offices of
DAVID P. SULLIVAN
A Professional Limited Liability Company

The Toggery Building
2501 14th Street, Suite 212
Gulfport, MS 39501

Telephone: (228) 547-3533
Facsimile: (228) 233-3329
Email: david@davidpsullivanlaw.com
Web: davidpsullivanlaw.com

Mailing Address:
Post Office Box 777
Gulfport, MS 39502

AUTHORITY TO ACT AS AGENT

Southern Roots Therapeutics of Mississippi d/b/a Roots Remedy (SRT-MS) hereby authorizes David P. Sullivan, Esq. and the Law Offices of David P. Sullivan, PLLC, to represent them and act as Agent in connection with all specifically matters pertaining to SRT-MS's Zoning Text Amendment before the City of Gulfport, Gulfport Planning Commission and Gulfport City Council.

This agreement is executed by me, the undersigned client, on this 3RD day of January, 2023.

R. David Brown

R. David Brown, MNS, JD
Southern Roots Therapeutics of MS
d/b/a Roots Remedy

This agreement is hereby accepted on this 3RD day of January, 2023.

David P. Sullivan, Esq.

STATE OF **MISSISSIPPI**
COUNTY OF **HARRISON**

Personally appeared before me, the undersigned authority in and for the said county and state, on this 3rd day of January, 2023 within my jurisdiction, the within named R. DAVID BROWN who acknowledged that he executed the above and foregoing Authority to Act as Agent.

Notary Public

My Commission Expires:

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 91181
AMANDA YORAN
Commission Expires
June 14, 2023
HARRISON COUNTY

Tax parcel #0811L-04-122.000
Lots 1 - 7, Block 194
Original Gulfport
Parcel one & Parcel two
1301 31st venue, Gulfport, MS 39501

GENERAL DESCRIPTION OF REQUEST:
Ordinance 3130: Amend Ordinance 3130 to allow retail and wholesale trade of medical *Cannabis* in T4+ zones by Permission.

Section 1: Medical Cannabis Establishment definition - Regarding the last sentence of this definition beginning, "The symbol plus-minus (" ± ")..." and ending "...constituting a medical cannabis establishment", we seek to remove T4+ from the existing definition and thereby allow a medical *Cannabis* dispensary to locate in T4+ zones by (P)ermission rather than by (R)ight.

Section 3: Within the Chart of Permitted Uses at "Retail Wholesale Trade - We seek to remove T4+ zones from the penumbra of properties otherwise captured by the legend entry stating, "± = T zones removed (see definitions)".

Section F. Reason for Text Amendment Request

3. Increase in need for sites

Increased needs for business sites, in addition to sites that are available, make it necessary and desirable to reclassify an area or to extend the boundaries of an existing district. As owners of a property that we purchased during a time when both municipal guidance was lacking or nonexistent in Gulfport and properties that would even comply with the stringent state requirements of SB 2095 or the Mississippi Medical Cannabis Act and its 1,000 foot setback restrictions, we had extremely few options. Based on information available at the time, we purchased a building that met state requirements and which also allowed for a vast array of commercial applications including that which most closely paralleled the business for which we intended to lease our property. Since apothecaries are permissible by right in T4+ zones, it was within this zone that we took the most comfort in believing we had chosen the correct property to own and then lease as a medical *Cannabis* dispensary. Further, the property at 1301 31st Avenue is situated squarely within an existing medical hub.

There are simply too few locations available to serve the patients of Gulfport that also comport with existing restrictions memorialized in Ordinance 3130. Noteworthy is the Gulfport City Attorney's comment of May 3, 2022 that, "You can have 500 dispensaries in the City of Gulfport...It could be as many as fits in the City under the zoning restrictions if they're adopted by the Council. So there's no restrictions on the number of businesses." While that may be true in the most general sense, it is not a practical reality observed by businessmen and women seeking to comply with the rigorous restrictions of controlling state law and do business in the state within the medical *Cannabis* space. In fact, earlier that same day during deliberations by the Council, Mr. Bruni stated on the record, "[W]e can always come back and amend this regulation at a later time" and based on the need of the both the business community and the patients of our City, this is

exactly what we seek to do. We are trying to amend the hastily adopted regulations on medical *Cannabis* in the most carefully tailored and surgically careful way possible so as to preserve the character of our City without inconveniencing our most needy citizens.

We believe that removing T4+ zones from the prohibitions of Ordinance 3130 will accomplish both the sound policy goal of making this new medicine accessible to our people and also bring our local law into parity with controlling state law. While it is true that under the state's Medical *Cannabis* Act (MCA) municipalities are free to enact reasonable time, place, and manner restrictions on medical *Cannabis* establishments, the text of the Act and, in fact, a state Attorney General's subsequent opinion interpreting these provisions has held that any such ordinances "[C]annot have the purpose or effect of prohibiting or making impracticable the operation of such establishments within the City." Attorney General Fitch went on to state in her formal opinion on this subject that a, "[M]unicipality's 'limited regulatory power' under the MCA allows the city to designate specific types of commercial zones or zones in which commercial use is otherwise authorized or not prohibited, as long as doing so does not have the purpose or effect of prohibiting or making impracticable the operation of such establishments within the city." *Source: Attorney General Lynn Fitch's formal opinion of April 15, 2022.* As it stands, the controlling ordinance in Gulfport does have the purpose or effect of, at the very least, making impractical the operation of a medical *Cannabis* dispensary within its city limits.

G. Written statements requesting an amendment to the Comprehensive Zoning Ordinance of SmartCode Ordinance:

1. Interest

Applicant Name: Ronald David Brown
Address: 4200 Burgundy St., New Orleans, LA 70117
Corporation Represented: on behalf of SRT Holdings, LLC, 301 Main Street, Suite 2200, Baton Rouge, Louisiana 70825
Interest: SRT Holdings, LLC seeks to lease to Southern Roots Therapeutics of Mississippi, Inc. the property at 1301 31st venue, Gulfport, MS 39501 to operate as a licensed Medical Cannabis Dispensary currently located within a T4+ zone and as part of an existing medical services hub (the company in question is currently as state licensed entity in good standing and approved to operate a medical *Cannabis* dispensary at this location)

2. Condition for Change
#3: Increase in need for sites and in response to a historical change in the character of this downtown commercial property

3. Development Schedule
Building renovations have been delayed for months now due to efforts before the Gulfport Planning Commission and City Council, but assuming successful completion of this application and amendment, build-out is expected to require 2 to 3 months; expected business opening date is either at the end of Q2 or beginning of Q3 in 2023.

4. Effects of Amendment

Nature of proposed amendment:

This amendment brings the City of Gulfport into alignment with Mississippi Senate Bill 2095 or the MS Medical Cannabis Act. Section 19: Local Ordinances, which restrict municipalities from making dispensary operation "impracticable."

"(2) No municipality or county may prohibit dispensaries either expressly or through the enactment of ordinances or regulations that make their operation impracticable in the jurisdiction."

Description of proposed amendment:

By allowing Medical Cannabis Dispensaries to operate in the same zones as Apothecaries (limited in this instance to T4+), the City of Gulfport is sufficiently limiting the location to appropriate retail and wholesale trade zones and if by (P)ermission only, as requested, within an existing medical corridor. This classification of permitted uses is reasonable given that a Medical Cannabis Dispensary, per SB 2095, is essentially an Apothecary given that it is only allowed to sell medicine and medical supplies to eligible patients who have received recommendations from a qualifying physician.

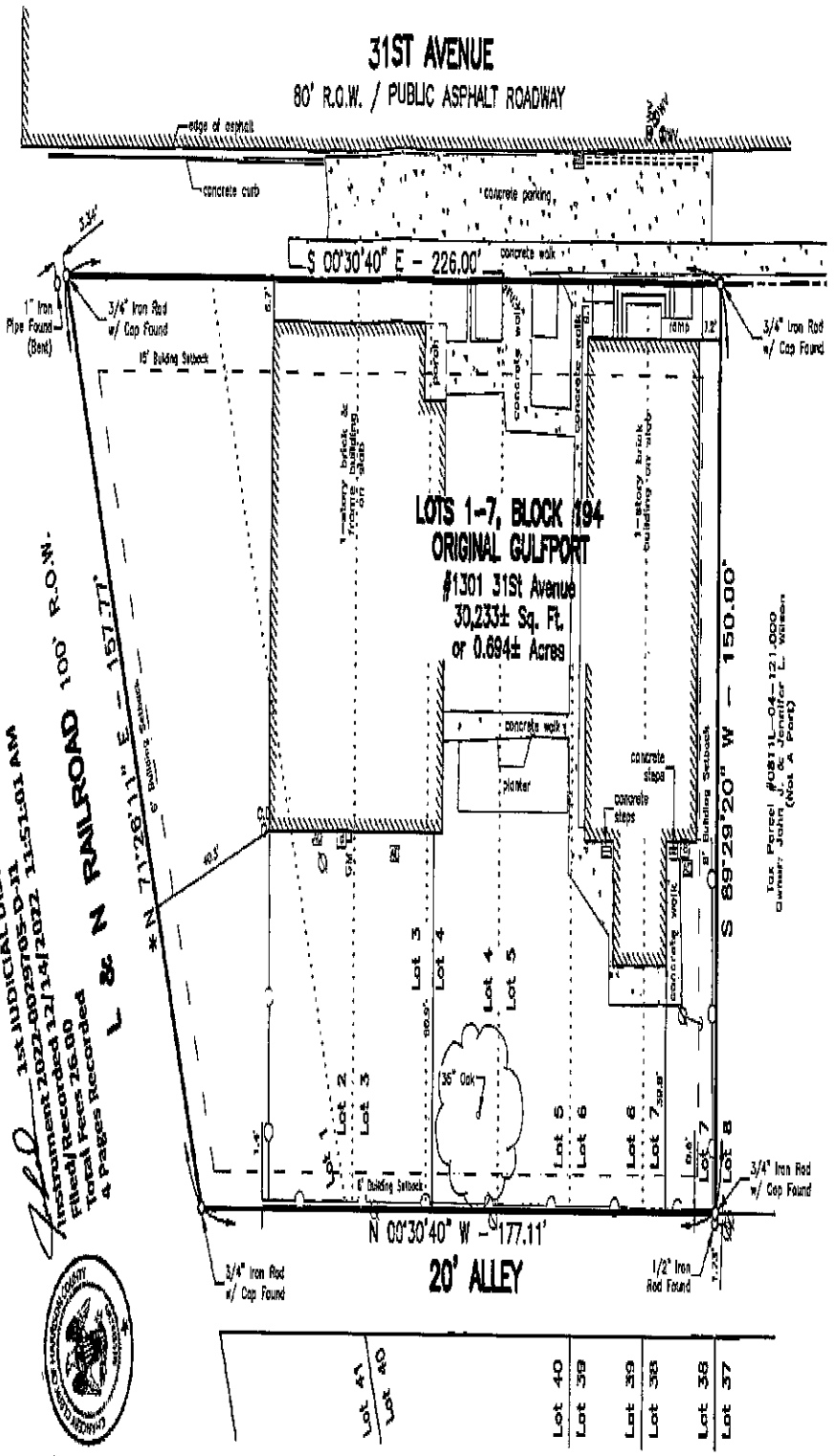
Effect of proposed amendment:

By allowing Medical Cannabis Dispensaries to operate in T4+ zones, as Apothecaries do, the City of Gulfport will remain consistent with the stated intention of the Comprehensive Zoning and SmartCode Ordinances, "to carry out the object of sound, stable and desirable environment." Medical Cannabis Dispensaries licensed by the state Department of Revenue will undergo extensive ongoing operational scrutiny and compliance requirements. They will specifically serve patients who have received recommendations from their own qualifying physicians to purchase pharmaceutical grade state legal *Cannabis* medicine.

This proposed amendment will serve the citizens of Gulfport by bringing investment and additional tax revenue to the area, it will honor the 82.7% of Harrison County voters who supported the implementation of a medical Cannabis program in our state, and it will support effective and compassionate treatments for patients who are suffering from debilitating medical conditions.

LEGEND

FOUND PROPERTY CORNER (AS NOTED)	○
SET 3/4" IRON ROD (UNLESS NOTED OTHERWISE)	●
EXISTING POWER POLE	Ø
EXISTING GUY ANCHOR	—)
EXISTING ELECTRIC PEDESTAL	E
EXISTING AIR CONDITIONER	AC
EXISTING GAS METER	GM
EXISTING TELEPHONE PEDESTAL	T
EXISTING CHAIN LINK LINE	—○—
EXISTING SEWER CLEANOUT	C.O.
EXISTING AREA INLET CATCH BASIN	
EXISTING WATER VALVE	WV
EXISTING DRAINAGE MANHOLE	D
EXISTING SUBSURFACE DRAINAGE	=======



1st JUDICIAL DISTRICT
Instrument 2022-00297105-D-11
Filed/Recorded 12/14/2022 11:51:01 AM
Total Fees 26.00
4 Pages Recorded

SCALE: 1" = 30'
SCALE IN FEET
30 15 0 30

PLAT SHOWING RESUBDIVISION SURVEY OF LOTS 1-7, BLOCK 194 ORIGINAL GULFPORT INTO PARCEL ONE & PARCEL TWO

(PLAT BOOK 11, PAGE 9)
#1301 31ST AVENUE
TAX PARCEL #0811L-04-122.000
CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI

NOTES:

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

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

3.) Reference Maps:
A.) Boundary and Topographic Survey of Lots 1-7, Block 194, ORIGINAL GULFPORT by Michael P. Blanchard, dated March 25, 2021.

4.) The bearings shown hereon are based on the "Mississippi State Plane Coordinate System - East Zone - NAD 83" using GPS GCGC-RTN System accessed on July 13, 2022. (*) Represents the Basis of Bearings. Distances shown are U.S. Survey feet.

5.) This lot is located in Flood Zone "AE(14)" Area of/per FEMA Map Community Panel Number 28047C0266G for Harrison County, Mississippi dated December 21, 2017. Base Flood Elevation is subject to change and should be verified with the local authority's Flood Plain Administrator before any design or construction.

6.) Water and sewer services provided to subject property by City of Gulfport Public Works.

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

Wayne M. Vice, Jr., PS — Reg. No. 32711

LICENSED PROFESSIONAL SURVEYOR — STATE OF MISSISSIPPI — 07/29/2022 — PS-32711

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

SHEET 1 OF 4

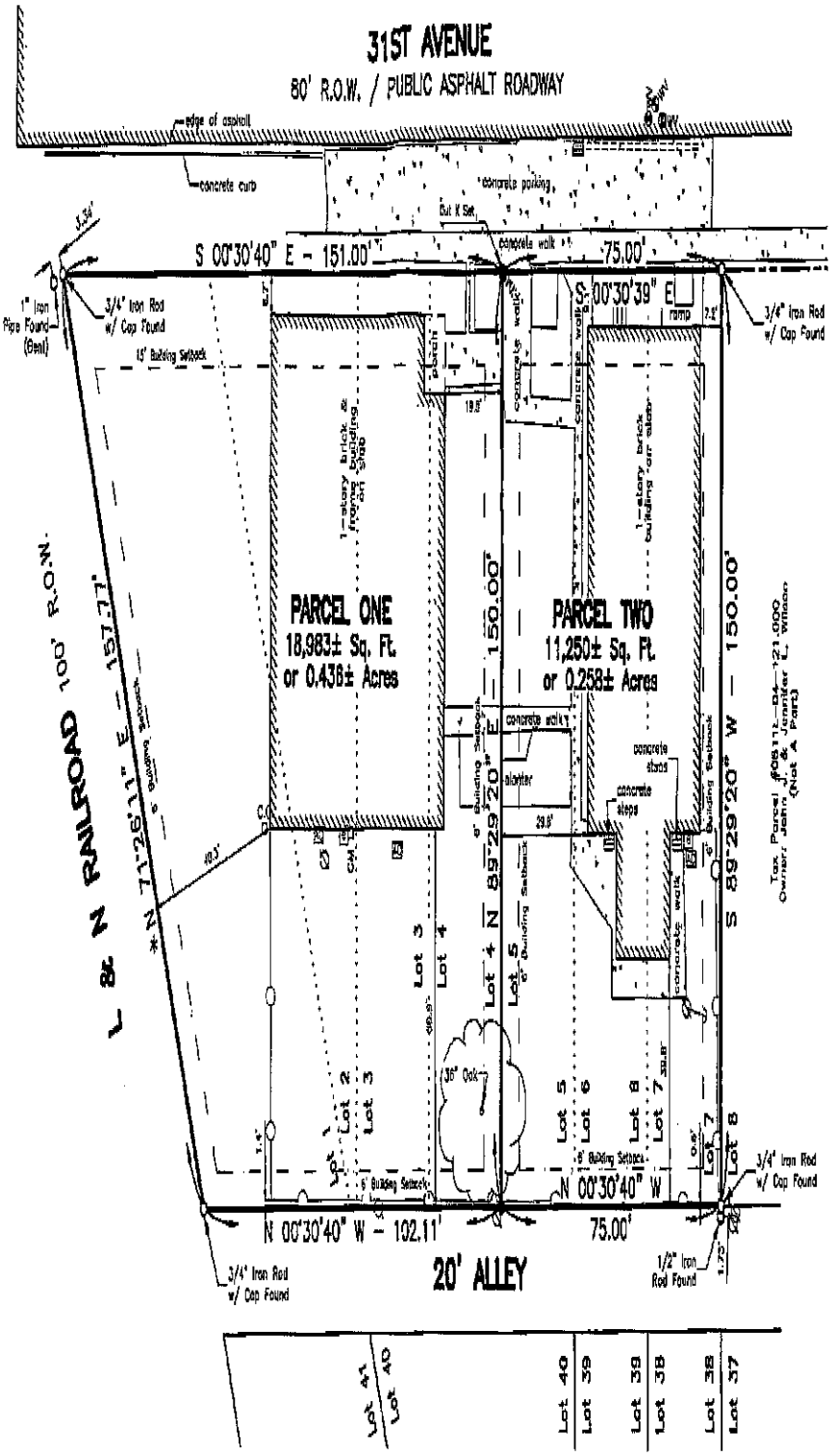
CASSADY-ACADIA
LAND SURVEYING, LLC Since1947
Louisiana • Mississippi • Texas • Alabama
1714 22nd Avenue, Gulfport, Mississippi 39501
Phone • (228)896-7155 Fax • (228)896-8405
Email • Surveys@Cassady-Acadia.com

FIELD WORK COMPLETED ON: July 28, 2022

CAS FILE: 22-02-477.dwg FIELD BOOK: n/a PG: n/a

LEGEND

FOUND PROPERTY CORNER (AS NOTED)	○
SET 3/4" IRON ROD (UNLESS NOTED OTHERWISE)	●
EXISTING POWER POLE	Ø
EXISTING GUY ANCHOR	→
EXISTING ELECTRIC PEDESTAL	E
EXISTING AIR CONDITIONER	AC
EXISTING GAS METER	GM
EXISTING TELEPHONE PEDESTAL	T
EXISTING CHAIN LINK LINE	—O—
EXISTING SEWER CLEANOUT	C.O. ○
EXISTING AREA INLET CATCH BASIN	
EXISTING WATER VALVE	WV
EXISTING DRAINAGE MANHOLE	D
EXISTING SUBSURFACE DRAINAGE	========



SCALE: 1" = 30'
SCALE IN FEET

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PLAT SHOWING RESUBDIVISION SURVEY OF LOTS 1-7, BLOCK 194 ORIGINAL GULFPORT INTO PARCEL ONE & PARCEL TWO

(PLAT BOOK 11, PAGE 9)
#1301 31ST AVENUE
TAX PARCEL #0811L-04-122.000
CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI

NOTES:

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

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

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4.) The bearings shown hereon are based on the "Mississippi State Plane Coordinate System – East Zone – NAD 83" using GPS GEOC-RTN System accessed on July 13, 2022. (*) Represents the Basis of Bearings. Distances shown are U.S. Survey feet.

5.) This lot is located in Flood Zone "AE(14)" Area of/per FEMA Map Community Panel Number 28047C0266G for Harrison County, Mississippi dated December 21, 2017. Base Flood Elevation is subject to change and should be verified with the local authority's Flood Plain Administrator before any design or construction.

6.) Water and sewer services provided to subject property by City of Gulfport Public Works.

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

Wayne M. Vice, Jr., PS, Reg. No. 32711

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

STATE OF MISSISSIPPI PROFESSIONAL LAND SURVEYOR 07/29/2022 PS-32711

SHEET 2 OF 4

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

FIELD WORK COMPLETED ON: July 28, 2022

CAS FILE: 22-02-477.dwg FIELD BOOK: n/a, PG. n/a

CERTIFICATE OF RESUBDIVISION

In accordance with Section 9-48 of the Code of Ordinance (Subdivision Regulations) of the City of Gulfport as amended, it is hereby certified that the Gulfport City Planning Commission Chairman and Gulfport City Council have reviewed and approved this Final Plat for the Resubdivision of "Lots 1-7", into Two New Parcels (Parcel One & Parcel Two). The subject property is generally described as being located south of 31st Avenue. The ad valorem tax parcel number of the subject property is 0811L-04-122.000. (Instrument No. 2020-0013657-0-J1)
The Case File Number is 2109PC172

LEGAL DESCRIPTION OF LAND PRIOR TO THIS RESUBDIVISION (PER DEED):

TAX PARCEL #0811L-04-122.000
INSTRUMENT NO. 2020-0013657-0-J1:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), and Seven (7) in Block 194, ORIGINAL GULFPORT, less any portion thereof lying in the public right-of-way, as per the official map of plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, reference to which is hereby made in aid of and as a part of this description.

LEGAL DESCRIPTIONS OF THE PARCELS CREATED BY THIS RESUBDIVISION:

LEGAL DESCRIPTION OF PARCEL ONE: AS PER SURVEY

Lots One (1), Two (2), Three (3), and Four (4) in Block 194, ORIGINAL GULFPORT, less any portion thereof lying in the public right-of-way, as per the official map of plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, reference to which is hereby made in aid of and as a part of this description.

LEGAL DESCRIPTION OF PARCEL ONE: AS PER SURVEY

Lots Five (5), Six (6), and Seven (7) in Block 194, ORIGINAL GULFPORT, less any portion thereof lying in the public right-of-way, as per the official map of plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, reference to which is hereby made in aid of and as a part of this description.

PLAT SHOWING RESUBDIVISION SURVEY OF LOTS 1-7, BLOCK 194 ORIGINAL GULFPORT INTO PARCEL ONE & PARCEL TWO

(PLAT BOOK 11, PAGE 9)
#1301 31ST AVENUE
TAX PARCEL #0811L-04-122.000
,CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI

SHEET 3 OF 4

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

FIELD WORK COMPLETED ON: July 28, 2022

CAS FILE: 22-02-477.dwg FIELD BOOK: n/a PG. n/a

The applicant hereby covenants and agrees to indemnify and hold harmless the City of Gulfport, its agents, servants, and/or employees against any and all claims, demands, or causes of action of whatever nature which may arise as a result of the action of the Planning Commission, its agents, and/or employees concerning the petition for resubdivision of the real property described herein.

Ratified and Approved by:

(Signature) By: Carlos Gautreaux, SRT Holdings, LLC

This 1st day of Sept, 2022.

ACKNOWLEDGE

Before me, the undersigned, personally appeared the aforenamed Carlos Gautreaux, who acknowledged that he is the Owner and he accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth.

NOTARY PUBLIC

My Commission Expires: LIFE

BENNY D. COUNCIL
NOTARY PUBLIC
LSBA NO. 34289
MY COMMISSION IS FOR LIFE

PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the 22nd day of September, 2022.

Gulfport City Planning Commission
Keith Williams

Planning Division Administrator
Gregory Holmes

APPROVAL

Submitted to and approved by the City of Gulfport, City Council, at the regular meeting of said Council held on the 8th day of November, 2022.

ATTEST:

CLERK OF COUNCIL
Brittany Rodgers

ADOPT:

PRESIDENT OF COUNCIL
F. B. "Rusty" Walker, IV

This resubdivision plat and Certificate of Resubdivision, having been submitted and approved by the Mayor, this 9th day of November, 2022.

BILLY HEWES, MAYOR

CITY OF GULFPORT SEAL MISSISSIPPI

PLAT SHOWING RESUBDIVISION SURVEY OF LOTS 1-7, BLOCK 194 ORIGINAL GULFPORT INTO PARCEL ONE & PARCEL TWO

(PLAT BOOK 11, PAGE 9)
#1301 31ST AVENUE
TAX PARCEL #0811L-04-122.000
,CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI

SHEET 4 OF 4

CASSADY-ACADIA
LAND SURVEYING, LLC Since 1947
Louisiana • Mississippi • Texas • Alabama
1714 22nd Avenue, Gulfport, Mississippi 39501
Phone • (228)896-7155 Fax • (228)868-8405
Email • Surveys@Cassady-Acadia.com

FIELD WORK COMPLETED ON: July 28, 2022

CAS FILE: 22-02-477.dwg FIELD BOOK: n/a, PG. n/a

1st JUDICIAL DISTRICT
INSTRUMENT 2022-0014935-D-J1
FILED/RECORDED 6/17/2022 8:19:01 AM
TOTAL FEES $26.00
4 PAGES RECORDED

PREPARED BY AND RETURN TO:
Brad D. Wilkinson Esq. (MS Bar # 10285)
511 Keywood Circle, Flowood, MS 39232
Phone 601-355-0005
File # 2022-1938

INDEX: LOTS 1 - 7 BLOCK 194
ORIGINAL GULFPORT
HARRISON COUNTY, MS 1ST J.D.

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 DOLLARS ($10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned

GRANTOR
THE VESTRY, LLC
1301 31st Avenue, Gulfport, MS 39501
Ph. 228-239-0115

DOES HEREBY GRANT, BARGAIN, SELL, CONVEY AND WARRANT SPECIALLY TO

GRANTEE
SRT HOLDINGS, LLC
301 Main Street, Suite 2200, Baton Rouge, LA 70825
Phone No.: (225) 224-6845

all of their right, title and interest in and to the following described land and property situated in Harrison County, State of Mississippi, to-wit:

SEE ATTACHED EXHIBIT A

Subject to easements, restrictions, covenants, agreements, and mineral exceptions, if any, of record.

It is understood and agreed that taxes for the current year have been prorated as of this date on an estimated basis and when said taxes are actually determined, if the proration is incorrect, then the Grantor agrees to pay to the Grantee any deficit on an actual proration and, likewise, the Grantee agrees to pay to the Grantor any amount overpaid by it.

WITNESS THE SIGNATURE OF THE GRANTOR, this 8th day of June, 2022.

GRANTOR: THE VESTRY, LLC
a Mississippi limited liability company

By: John Jason Wilson Member
John Jason Wilson, Member

STATE OF Nevada

COUNTY OF Clark

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8th day of June, 2022, within my jurisdiction, the within named John Jason Wilson, Member, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Jessica Guarino
NOTARY PUBLIC

My Commission Expires:
9/2/2024

JESSICA GUARINO
Notary Public, State of Nevada
No. 08-5361-1
My Appt. Exp. Sept. 2, 2024

WITNESS THE SIGNATURE OF THE GRANTOR, this 8th day of June, 2022.

GRANTOR: THE VESTRY, LLC
a Mississippi limited liability company

By: Jennifer L. Wilson, Manager Member
Jennifer L. Wilson, Manager Member

STATE OF Nevada

COUNTY OF Clark

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8th day of June, 2022, within my jurisdiction, the within named Jennifer L. Wilson, Manager Member who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Jessica Guarino
NOTARY PUBLIC

My Commission Expires:
9/2/2024

JESSICA GUARINO
Notary Public, State of Nevada
No. 08-5361-1
My Appt. Exp. Sept. 2, 2024

EXHIBIT "A'

LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), AND SEVEN (7), IN BLOCK 194, ORIGINAL GULFPORT, LESS ANY PORTION THEREOF LYING IN THE PUBLIC RIGHT-OF-WAY, AS PER THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, REFERENCE TO WHICH IS HEREBY MADE IN AID OF AND AS A PART OF THIS DESCRIPTION.

There came on for consideration at a duly constituted meeting of the City Council and Mayor of the City of Gulfport held on the _____ day of _____, 2023, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL TEXT OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI ADOPTED THE 29TH DAY OF JUNE, 1979, SECTION I DEFINITIONS (B) WORDS AND PHRASES AND SECTION III DISTRICT REGULATIONS, (K) CHART OF PERMITTED USES, (2) SCHEDULE OF USES, MANUFACTURING, RETAIL AND WHOLESALE TRADE, SERVICES CATEGORIES.

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission, that the Comprehensive Zoning Ordinance should be amended to add various definitions to the same and to allow additions and/or changes to certain uses in the Chart of Permitted Uses as they relate to particular zoning districts. The case file number is 2302PC016.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1: That the Official text of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, as amended, be and the same is hereby amended to read under Section I Definitions, (B) Words and Phrases, as follows:

EXISTING:

Medical cannabis establishment: means a cannabis cultivation facility, cannabis processing facility, cannabis testing facility, medical cannabis dispensary, cannabis transportation entity, cannabis disposal entity or cannabis research facility licensed and registered by the appropriate agency. The main point of entry of a medical cannabis establishment shall not be located within one thousand (1,000) feet of the nearest property boundary line of any school, church or childcare facility. A medical cannabis establishment may receive a waiver to this distance restriction by receiving approval from the school, church or child care facility and by applying for a waiver with its respective licensing agency, provided that the main point of entry of the cannabis establishment is not located within five hundred (500) feet of the nearest property boundary line of any school, church or child care facility. No medical cannabis dispensary may be located within a one-thousand-five-hundred-feet (1,500) radius from the main point of entry of the dispensary to the main point of entry of another medical cannabis dispensary. The symbol plus-minus (“ ± “) used in the chart of permitted uses indicates the removal of all transect zones (T1, T2, T3, T4L, T4+, T5, T6) from any use constituting a medical cannabis establishment.

PROPOSED:

Medical cannabis establishment: means a cannabis cultivation facility, cannabis processing facility, cannabis testing facility, medical cannabis dispensary, cannabis transportation entity, cannabis disposal entity or cannabis research facility licensed and registered by the appropriate agency. The main point of entry of a medical cannabis establishment shall not be located within one thousand (1,000) feet of the nearest property boundary line of any school, church or childcare facility. A medical cannabis establishment may receive a waiver to this distance restriction by receiving approval from the school, church or child care facility and by applying for a waiver with its respective licensing agency, provided that the main point of entry of the cannabis establishment is not located within five hundred (500) feet of the nearest property boundary line of any school, church or child care facility. No medical cannabis dispensary may be located within a one-thousand-five-hundred-feet (1,500) radius from the main point of entry of the dispensary to the main point of entry of another medical cannabis dispensary. The symbol plus-minus (“ ± “) used in the chart of permitted uses

indicates the removal of certain transect zones (T1, T2, T3, T4L, T4+, T5, T6) from ~~any use constituting~~ a medical cannabis establishment, except for a Retail and Wholesale Trade Use.

SECTION 2: That the official text of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, be and the same is hereby amended to make the following additions and/or changes to certain uses in the Chart of Permitted Uses as they relate to particular zoning districts.

In Appendix A – Zoning, Section III District Regulations, (K) Chart of Permitted Uses, (2) Schedule of uses, RETAIL AND WHOLESALE TRADE – Medical Cannabis Dispensary, as follows:

EXISTING:

* Need not be conducted entirely within a completely enclosed structure.																						
R = Allowed by Right P = Planning Commission approval X = Special exception — = Not allowed ± = T zones removed (see definitions)																						
Names of Uses and Conditions	**A – 1 , T 1 , T 2**	**R – E**	**R – UE**	**R–1–15**	**R–1–10**	**R–1–7.5, T3**	**R–1–5**	**R–2**	**R–3**	**R–4**	**R–O, T4L**	**R-B, T4+**	**B–1, T5**	**B–2, T6**	**B–4**	**E–G**	**I-1**	**I-2**	**I-3**	**SB**	**WF**	**AE**
RETAIL AND WHOLESALE TRADE																						
Medical Cannabis Dispensary (See definitions for distance requirements)	—	—	—	—	—	—	—	—	—	—	—	—	—	R ±	R	—	—	—	—	—	—	—
Medical Cannabis Dispensary (Within 500 feet of a Residential Use as shown in this chart. This will be measured property line to property line. See definitions for distance requirements)	—	—	—	—	—	—	—	—	—	—	—	—	—	P ±	P	—	—	—	—	—	—	—

PROPOSED:

* Need not be conducted entirely within a completely enclosed structure.																						
R = Allowed by Right P = Planning Commission approval X = Special exception ~~— = Not allowed ± = T zones removed except T4+ (see definitions)~~																						
Names of Uses and Conditions	**A – 1 , T 1 , T 2**	**R – E**	**R – UE**	**R–1–15**	**R–1–10**	**R–1–7.5, T3**	**R–1–5**	**R–2**	**R–3**	**R–4**	**R–O, T4L**	**R-B, T4+**	**B–1, T5**	**B–2, T6**	**B–4**	**E–G**	**I-1**	**I-2**	**I-3**	**SB**	**WF**	**AE**
RETAIL AND WHOLESALE TRADE																						
Medical Cannabis Dispensary (See definitions for distance requirements) # Planning Commission Approval for a Medical Cannabis Dispensary only for T4+; not R-B	—	—	—	—	—	—	—	—	—	—	—	# P	—	R ±	R	—	—	—	—	—	—	—
Medical Cannabis Dispensary (Within 500 feet of a Residential Use as shown in this chart. This will be measured property line to property line. See definitions for distance requirements) # Planning Commission Approval a Medical Cannabis Dispensary only for T4+; not	—	—	—	—	—	—	—	—	—	—	—	# P	—	P ±	P	—	—	—	—	—	—	—

R-B

SECTION 3: With the specific finding made by the Governing Authority herein that the immediate effectiveness of this Ordinance is needed and necessary for the immediate and temporary preservation of the public peace, health and safety, most especially associated with the Mississippi Legislature's recent adoption of the "Mississippi Medical Cannabis Act" and the effect this has on the City and its inhabitants, this Ordinance shall be in full force and become effective immediately upon its passage by unanimous vote and enactment according to law and shall be spread on the minutes of the Gulfport City Council. For failure to be adopted unanimously as reflected by the votes registered herein, this Ordinance shall take effect thirty (30) days after the date of passage hereof.

SECTION 4. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: "This Ordinance amends Appendix A to the City's Code of Ordinances (the Zoning Ordinance) by amending various definitions associated with the medical cannabis establishments and amending the Zoning Ordinance's 'Chart of Permitted Uses" related thereto. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk." For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City's Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by _____, seconded by _____ and was adopted, by the following roll call votes, to wit:

YEAS: ABSTENTIONS: ABSENCES: NAYS:

WHEREUPON the President declared the motion carried and the Ordinance adopted this the _____ day of _____, 2023.

(SEAL:)

ATTEST: ADOPTED:

_____ _____

CLERK OF THE COUNCIL PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this

the _____ day of _____, 2023.

APPROVED:

_____

MAYOR

The Law Offices of
DAVID P. SULLIVAN
A Professional Limited Liability Company

The Toggery Building
2501 14th Street, Suite 212
Gulfport, MS 39501

Telephone: (228) 547-3533
Facsimile: (228) 233-3329
Email: david@davidpsullivanlaw.com
Web: davidpsullivanlaw.com

Mailing Address:
Post Office Box 777
Gulfport, MS 39502

RECEIVED
4-6-2023

April 6, 2023

Greg Holmes, Planning Administrator
City of Gulfport
Department of Urban Development- Planning Division
1410 24th Avenue
Gulfport, MS 39501

RE: Zoning Text Amendment 2302PC016, by Agent David P. Sullivan, Amendment to the Comprehensive Zoning Ordinance, as amended, to amend Section III (R) (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+, R-B Zoning Districts;

Dear Gulfport Planning Administrator,

We are submitting this Notice of Objection to the Planning Commission decision rendered on March 23, 2023, in the above-referenced case file 2302PC016. This appeal is brought on behalf of Southern Roots Therapeutics of Mississippi, Inc. and R. David Brown, Esq., a Gulfport property owner and prospective medical cannabis dispensary operator. We are aggrieved by the decision made on March 23, 2023 and believe that this case needs to be provided due process with another public hearing before the Gulfport City Council.

By way of procedure, we are hereby notifying the Planning Commission and City Council that we only wish to appeal the decision as it pertains to T4+ zone. However, we are incorporating and adopting our request to Amend our request to include removal of the 500 foot residential restriction as was argued by *ore tenus* motion at the Planning Commission hearing and supported by argument at the hearing. In sum, our appeal is now solely focused to allow medical cannabis dispensary use in T4+ by permission and to eliminate the 500 foot residential rule, as it is in conflict with Mississippi law.

Our principal argument in support of allowing dispensaries in T4+ zones is that the closest business to our proposed medical cannabis dispensary, structurally, functionally, and practically speaking is a traditional apothecary or a pharmacy, both of which are allowed in the T4+ zone, and both of which would be a permissible use of our current

property located 1301 31st Avenue in Gulfport. Case law on this specific area of jurisprudence stands on the Equal Protection Clause of the 14th Amendment and has been well settled law in *Santa Clara County v. Southern Pacific Railroad Co.* 118 U.S. 394 (1886). We are confident that any trier of fact would find that any statute favoring one medicine, say traditional pharmaceuticals like opioids and opiates, over another such as Cannabis and the retailers that sell them would be struck down.

We are not asking to allow dispensaries in T4+ by right, we are asking for dispensaries to be allowed in T4+ by permission which would give notice to surrounding property owners. The Chart of Permitted Uses for Gulfport enacted in Ordinance 3130 should not yield a more restrictive zoning policy for medical cannabis dispensaries than that which presently exists for any traditional apothecary, pharmacy or drug store.

It was clearly demonstrated by Councilman Myles Sharp at the most recent Council meeting of April 4, 2023, that the data provided by Urban Development was fundamentally flawed and erroneous in nature. Basically, the Commission made its decision based upon information that claimed 13% of Gulfport was available for medical cannabis dispensaries, and that adding the transect zones would increase the availability to 18%. However, it was admitted on the record that this data does not consider what portion of those areas are actually suited for a dispensary in that they comply with the Medical Cannabis Act as viable dispensary locations, not within 1000 feet of a church, school or daycare, are not wetlands, are available for sale or lease, etc. Furthermore, they do not show any properties that are actually for sale at this time. The maps presented strictly showed land areas of the applicable zones. In fact, our analysis has revealed that currently there are no suitable commercial properties presently within Gulfport available to entrepreneurs seeking to participate in the State's emerging medical cannabis program.

Most opponents to our request represent a minority of the citizens of Gulfport, and are primarily based in unjustified fear and with disregard for the current character of the neighborhood as it currently exists. Another local resident who spoke against the proposal is only concerned about a medical dispensary causing economic harm and loss of rental income to her rental property and "air b-n-b" properties.

Medical Cannabis dispensaries are not recreational. They are not intended to be a high traffic venue, they keep clinical hours and anyone who enters must hold a valid medical cannabis card. The dispensary is only allowed to provide medicine directly to the patient, they are not allowed to dispense to care givers. They do not allow patients to use cannabis on site. A dispensary would cause no more disturbance to surrounding areas than any other medical facility. This is why Attorney General Lynn Fitch encouraged cities to create "medical commercial zones" in which dispensaries could operate. Gulfport chose to ignore this directive from the State's chief prosecutor, and instead created a more restrictive zoning measure in contravention of State Law.

While it is true that under the state's Medical Cannabis Act (MCA) municipalities are free to enact reasonable time, place, and manner restrictions or medical Cannabis establishments under the text of the Act. However, as Attorney General Fitch stated in

her formal opinion on the matter that a Municipality has "limited regulatory power" under the MCA to designate specific types of commercial zones or medical cannabis zones in which commercial use is otherwise authorized or not prohibited, "as long as doing so does not have the purpose or effect of prohibiting or making impracticable the operation of such establishments within the city." This has been further defined by recent legislation.

Under House Bill 1158, recently passed by Representative Lee Yancy, the MCA now states very clearly and in pertinent part, "(3) No state agency, political subdivision or board shall implement any rule, regulation, policy, or requirement that is contrary to the provisions of the Mississippi Medical Cannabis Act. " [Section 5, pgh.3 at pp.35]. By restricting cannabis dispensaries from the transect zones, particularly T4+ and then adding a ban of any dispensary within 500 feet of a residence, the City is in violation of Mississippi law and is making dispensary operation impracticable in all but one relegated area of the City. Southern Roots Therapeutics holds a valid medical cannabis dispensary license and own property in the City of Gulfport which fully complies with Mississippi law as a lawful cannabis dispensary site. The City Planning Department is using flawed and erroneous data to push a false sense of availability of potential cannabis dispensary sites to the Council and the General Public in Gulfport.

The question then becomes whether the text of Ordinance 3130 is too restrictive as to have either crossed the line between being carefully tailored to help or hinder the patients of Gulfport or whether the Ordinance has run afoul of the legislative intent embodied in the Act. Recall that an overwhelming majority of Gulfport's constituents or 83% supported the far less restrictive access of Initiative 65.

If you think about it, many of the patients who would go to a dispensary would face the same stigma cast by our opponents. This law was passed to keep the sickest patients with the most debilitating conditions from having to go to the streets to obtain marijuana. Most of these patients are senior citizens, so why would we only give them the option of traveling to high traffic commercial zones or isolated industrial areas to get their medicine? Anywhere that is lawful for a pharmacy should be lawful for a cannabis dispensary. These Gulfport patients deserve safe, discreet and convenient medicine.

I think we can all acknowledge that time for fear mongering ended when the law was passed, and now we should act in the best interests of economic development and revenue growth. We simply ask that you do the right thing by way of sound public policy, that you do what best serves the patients and the voters of our City, that you enact the best policy for the proper growth and development of our City respecting our Master Plan, that you not take an action that will most certainly result in another blighted property or at best will result in a far less desirable business than a medical dispensary locating at the property in question and by absolute right, that you not create two sets of conflicting rules for potentially very harmful opiates like Oxycontin or Fentanyl as opposed to naturally occurring medical cannabis.

Taking all of this into consideration, I strongly believe that the Planning Commission and City Council of Gulfport should revisit the text of Ordinance 3130 for the purposes of

carefully amending it in order to make it so that medical establishments like ours should enjoy the same zoning flexibility as other similarly situated doctors' offices, apothecaries or drug stores. Properties currently zoned as T4+ should be permitted to operate medical Cannabis dispensaries by permission within their existing structures, regardless of any adjacent or nearby residences, in an effort to better serve the patients of our City, but also to better comply with both the will of the voters of our City and the legislative intent which propelled passage of the Act.

I greatly appreciate your support on this matter and look forward to working together to adopt a zoning ordinance in Gulfport that makes medical cannabis dispensary operations practicable. Should you have additional questions or concerns, please do not hesitate to contact me. I look forward to hearing from you.

Sincerely,

David P. Sullivan

DEPARTMENT OF
URBAN DEVELOPMENT
PLANNING DIVISION

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

March 24, 2023

Nicholas M Shay
337 Brooklyn Ave.
New Orleans, LA 70121

Leah Simon
4200 Burgundy St
New Orleans, LA 78218

Ronald David Brown
4200 Burgundy St
New Orleans, LA 70117

Carlos Gautreaux
3606 La Sabre Dr.
San Antonio, TX 78218

RE: 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+, R-B zoning districts.

To Whom It May Concern:

This letter will officially notify you, at the Public Hearing on **Thursday, March 23, 2023**, the Gulfport City Planning Commission recommended **denial** of the request.

This case will now be forwarded to the Gulfport City Council for final consideration and decision. You will be notified by mail of the time, date and place of the City Council Meeting.

Any interested party that may feel aggrieved by the Planning Commission recommendation is entitled to have their objection considered by filing a written notice of objection on or before fifteen (15) days after the date of the Planning Commission hearing. The objection and reasons for objecting to the recommended decision should be stated in writing and filed with the Department of Urban Development-Planning Division. This objection shall be forwarded as part of the record with the record and recommendation from the Planning Commission to the Mayor and City Council. The City Council shall make a final decision based upon the record as submitted. No new evidence may be presented at the meeting.

If you have any questions, please contact this office.

Sincerely,
City of Gulfport Planning Division

c. Building Code Services

THANK YOU for your legal submission!

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

ORDER DETAILS

Order Number:
IPL0121599
Order Status:
Submitted
Classification:
Legals & Public Notices
Package:
BLX - Legal Ads
Final Cost:
98.32
Payment Type:
Account Billed
User ID:
IPL0024925

ACCOUNT INFORMATION

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

TRANSACTION REPORT

Date
May 4, 2023 4:27:00 PM EDT
Amount:
98.32

SCHEDULE FOR AD NUMBER IPL01215990

May 10, 2023
SunHerald (Biloxi)

PREVIEW FOR AD NUMBER IPL01215990

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, May 25, 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.

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.

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

Zoning Map Amendment 2305PC046, by owner Gregory Smith, requesting to rezone Tax Parcel 1011D-01-007.000 from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 1123 Ocean View Dr, Ward 2

Planning Commission Approval 2305PC047, by owner Lisa Aronson, requests approval for a mobile home on an individual lot, Tax Parcel 0810B-03-033.000, 8319 South Carolina Ave, Zoned R-1-5 (Single-family), Ward 3

General Plan 2305PC049, by owner River Pointe Estates LLC, Tax Parcels 1007O-01-028.000, 1007O-01-028.014, 1007O-01-028.012, 1007O-01-028.008, seeking approval of General Plan of seven single family residential lots (River Pointe Estates) at 10550 O'Neal Road, Zoned R-E (Residence Estate), Ward 6

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

General Plan 2305PC051, by agent Robert Riemann, seeking approval for a General Plan for Six Lot Townhouses in the B2 Zoning and One Lot Single Family Residence in the R-1-5 zoning, Tax Parcel 0808O-02-017.000, Zoned B-2 (General Business) R-1-5 (Single Family), Ward 5

Final Plat 2305PC053, by applicant Brown, Mitchell, & Alexander Inc., Tax Parcel 1008M-04-006.000, seeking approval for re-platting of Lot 2 of Gulfport Promenade into 4 lots, relocation of the ingress & egress easement, and create a drainage easement at Dedeaux Road, Zoned B-2 (General Business), Ward 6

Zoning Text Amendment 2305PC054, by City of Gulfport Administration, to amend the Comprehensive Zoning Ordinance of "Hotel" by deleting the words "and nightly and weekly vacation rentals located in one- and two- family dwelling units."

Zoning Text Amendment 2305PC058, by City of Gulfport Administration, to amend various sections of Article III, Chapter 9 Subdivisions, to eliminate Planning Commission consideration of a final plat, to create processes for Council consideration of a final plat, to eliminate notice to tenants on sketch and general subdivision plans, to remove certified mail requirement for notices and to otherwise streamline the final plat approval process.

Zoning Text Amendment 2305PC059, by City of Gulfport Administration, To amend the Sign Ordinance, section 9-106(c), to provide for a limited exemption from certain provisions (size, type, location & placement) for signs placed on property owned by the Gulfport Redevelopment Commission & to provide for City approval of size, type, location & placement.

Zoning Text Amendment 2305PC060, by City of Gulfport Administration, to amend the Comprehensive Zoning Ordinance (Appendix A) at Sections I and IV(A) to add non-motorized trailers to the definition of mobile food vendors, to add additional residential uses to the areas where mobile food vendors may operate and to reorganize the existing ordinance.

This the 3rd day of May 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
W00000000
Publication Dates

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

McCLATCHY

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
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San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	417943	Print Legal Ad-IPL01215990 - IPL0121599		$98.32	2	77 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, May 25, 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.

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.

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

Zoning Map Amendment 2305PC046, by owner Gregory Smith, requesting to rezone Tax Parcel 1011D-01-007.000 from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), 1123 Ocean View Dr, Ward 2

Planning Commission Approval 2305PC047, by owner Lisa Aronson, requests approval for a mobile home on an individual lot, Tax Parcel 0810B-03-033.000, 8319 South Carolina Ave, Zoned R-1-5 (Single-family), Ward 3

General Plan 2305PC049, by owner River Pointe Estates LLC, Tax Parcels 1007O-01-028.000, 1007O-01-028.014, 1007O-01-028.012, 1007O-01-028.008, seeking approval of General Plan of seven single family residential lots (River Pointe Estates) at 10550 O'Neal Road, Zoned R-E (Residence Estate), Ward 6

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

General Plan 2305PC051, by agent Robert Riemann, seeking approval for a General Plan for Six Lot Townhouses in the B2 Zoning and One Lot Single Family Residence in the R-1-5 zoning, Tax Parcel 0808O-02-017.000, Zoned B-2 (General Business) R-1-5 (Single Family), Ward 5

Final Plat 2305PC053, by applicant Brown, Mitchell, & Alexander Inc., Tax Parcel 1008M-04-006.000, seeking approval for re-platting of Lot 2 of Gulfport Promenade into 4 lots, relocation of the ingress & egress easement, and create a drainage easement at Dedeaux Road, Zoned B-2 (General Business), Ward 6

Zoning Text Amendment 2305PC054, by City of Gulfport Administration, to amend the Comprehensive Zoning Ordinance of "Hotel" by deleting the words "and nightly and weekly vacation rentals located in one- and two- family dwelling units."

Zoning Text Amendment 2305PC058, by City of Gulfport Administration, to amend various sections of Article III, Chapter 9 Subdivisions, to eliminate Planning Commission consideration of a final plat, to create processes for Council consideration of a final plat, to eliminate notice to tenants on sketch and general subdivision plans, to remove certified mail requirement for notices and to otherwise streamline the final plat approval process.

Zoning Text Amendment 2305PC059, by City of Gulfport Administration, To amend the Sign Ordinance, section 9-106(c), to provide for a limited exemption from certain provisions (size, type, location & placement) for signs placed on property owned by the Gulfport Redevelopment Commission & to provide for City approval of size, type, location & placement.

Zoning Text Amendment 2305PC060, by City of Gulfport Administration, to amend the Comprehensive Zoning Ordinance (Appendix A) at Sections I and IV(A) to add non-motorized trailers to the definition of mobile food vendors, to add additional residential uses to the areas where mobile food vendors may operate and to reorganize the existing ordinance.

This the 3rd day of May 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0121599
May 10 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:
05/10/23

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 10th day of May 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.

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

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

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AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
33468	452408	Print Legal Ad-IPL01342620 - IPL0134262		$77.50	2	46 L

Attention: JESSICA VERSIGA

GULFPORT CITY HALL
1410 24 TH AVENUE
GULFPORT, MS 39501

jversiga@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, August 24, 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.

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.

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
General Plan 2308PC091, by agent Kenneth Jones, Tax Parcel 1009N-01-004.000, seeking approval of a General Plan for a 102-lot townhouse subdivision with 5-out parcels, (The Island Townhomes) located on East Taylor Road, Zoned R-2 (Single-family), Ward 5

Zoning Map Amendment 2308PC093, by agent Travis B. Anderson, Requesting to rezone Tax Parcel 0809B-01-009.000 from I-2 (Heavy Industry district), to B-2 (General Business), Three Rivers Road, Ward 5

Zoning Map Amendment 2308PC099, by agent Josh Fleming/Elliott Homes LLC, Requesting to rezone Tax Parcel 0908M-01-004.002 from B-2 (General Business) to R-4 (Multi-family residence district), Stewart Road, Ward 5

Zoning Map Amendment 2308PC104, by agent Heinrich & Associates, requesting to rezone Tax Parcel 0810K-01-005.002 from I-1(Light Industry) to I-2(Heavy Industry), 3420 Giles Rd, Ward 3

This the 2nd day of August 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0134262
Aug 6 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:
08/06/23

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 7th day of August 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.

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

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EXHIBIT
B
2302PC016

March 23, 2023

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

RE: Zoning Text Amendment Case No. 2302PC016

Dear Mr. Holmes:

Please accept this letter as support for the proposed Text Amendment to permit Medical Cannabis Dispensaries within the City of Gulfport's Hybrid or Transect "T" Zone T4+ and R-B Districts. The proposed expansion will permit the siting of dispensaries and cannabis related uses in more areas, but in most cases, these sites or expanded areas will still be subject to Planning Commission approval. These expanded areas will enhance the accessibility to dispensaries for residents or patients with a number of debilitating conditions or diseases (listed on back page of this letter). This is important because with the restrictions of access to cannabis facilities, patients cannot simply request someone to pick up a prescription or have the medication delivered. These patients will typically be required to purchase and retrieve their own prescriptions in person, and more convenient locations should be considered.

Medical Cannabis is one of the most highly regulated businesses within the State of Mississippi. These businesses cannot locate within 1,000 feet of a church, daycare, or school without a waiver provided by one of those entities. The waiver, if signed, could allow a dispensary within 1,000 feet but not closer than 500 feet from the church, school, or daycare. In many cases, there are more than one of these entities within these required minimum distances. If the waiver is not signed by each effected entity, the dispensary cannot locate within 1,000 feet of these entities.

A number of these entities have indicated no interest or intention to sign these waivers. Along the Gulf Coast, this can be problematic as there are a number of churches, schools, and daycares scattered throughout the region. Oftentimes, these entities are located along some of the same commercial corridors that have been approved for cannabis related businesses. The spacing requirement in relation to these entities significantly reduces the number of acres or areas that allow dispensaries within the City of Gulfport. Another limiting requirement of the State is that dispensaries may not locate within 1,500 feet of another dispensary. There is no waiver from this requirement, and it provides another spacing limitation. So while this amendment may provide additional areas for consideration, this expansion will still be very limited by spacing requirements of other dispensaries and the religious or educational entities mentioned above.

The City of Gulfport has further limited the areas that dispensaries can locate by requiring Planning Commission approval for sites within 500 feet of a residential uses regardless of zoning designation of the proposed dispensary. The City even considers 'hotels' as a residential use. While potential cannabis sites within 500 feet of a residential use may be approved, a public review is required and a proposed site may be excluded from consideration if residents within the area object to the site. This distance requirements from residential areas are greater than those of bars, nightclubs, liquor stores, casinos and other uses, and cannabis related uses should not be considered similar to these

Donovan Scruggs Town Planning and Consulting, LLC
317 Pine Drive, Ocean Springs
Mississippi 39564
Ph 228.348.1315
EM donovan@scruggsplanning.com

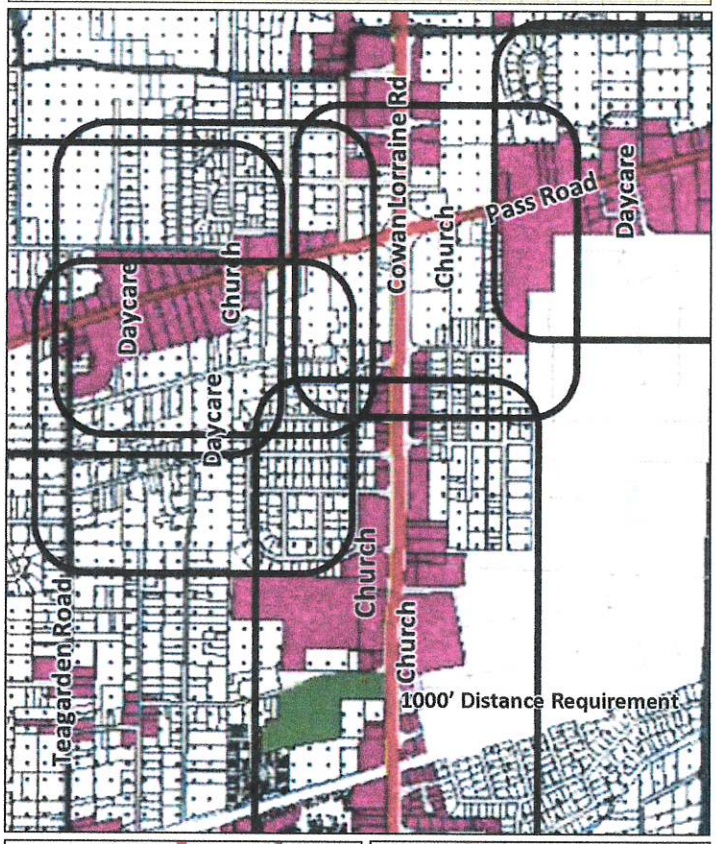
uses. Drug stores and pharmacies that provide similar products do not include any distant requirements from any other uses despite providing access to highly regulated medicines. These uses are able to locate in the R-B and B-1 District and some T-zones.

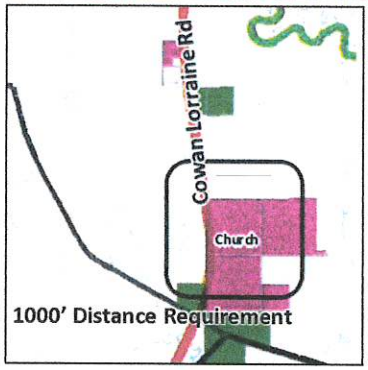
CHART OF PERMITTED USES

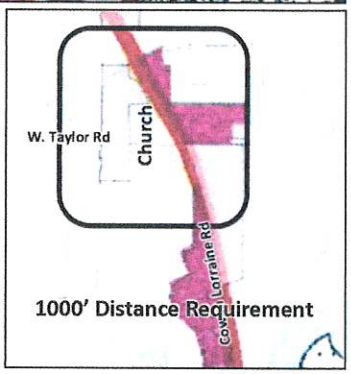
* Need not be conducted entirely within a completely enclosed structure.

R = Allowed by Right P = Planning Commission approval X = Special exception — = Not allowed ± = T zones removed (see definitions)

Names of Uses and Conditions	A-1, T1, T2	R-E	R-UE	R-1-15	R-1-10	R-1-7.5, T3	R-1-5	R-2	R-3	R-4	R-O, T4L	R-B, T4+	B-1, T5	B-2, T6	B-3	B-4
Department store	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R	—
Drugstore	—	—	—	—	—	—	—	—	—	—	—	P	R	R	R	—







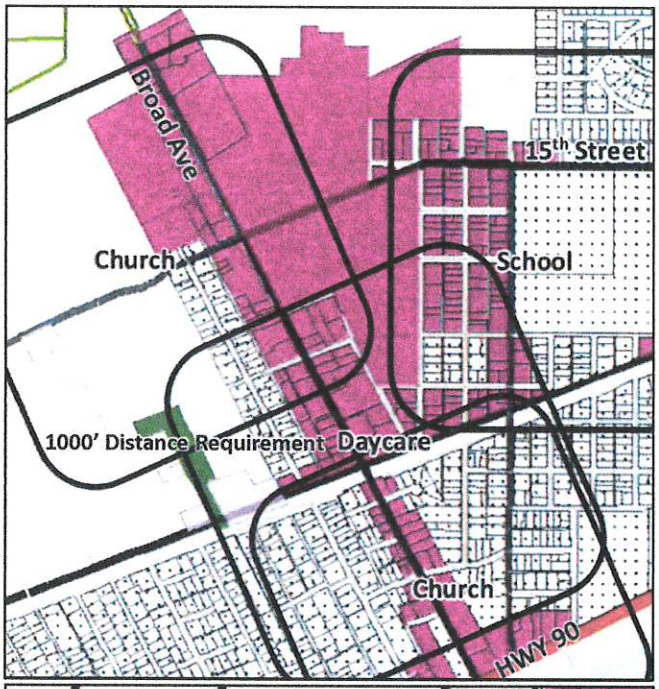
Medical cannabis dispensaries are more highly regulated than drug stores or pharmacies because a prescription or medical card is required to enter dispensing facility, no on-site use is permitted, there is no retail component of the business, and the medicines are prescribed for a limited number of debilitating conditions. Dispensaries should be treated consistently with pharmacies or drugstores that are permitted with B-1, B-2, and R-B (with Planning Commission approval) Districts and some T zones. While comparable, dispensaries are more regulated than drug stores with no retail, "over the counter" sales, and no access to products. These facilities require prescription cards for the public to enter. As a result, these sites will not create high volumes of customer traffic.

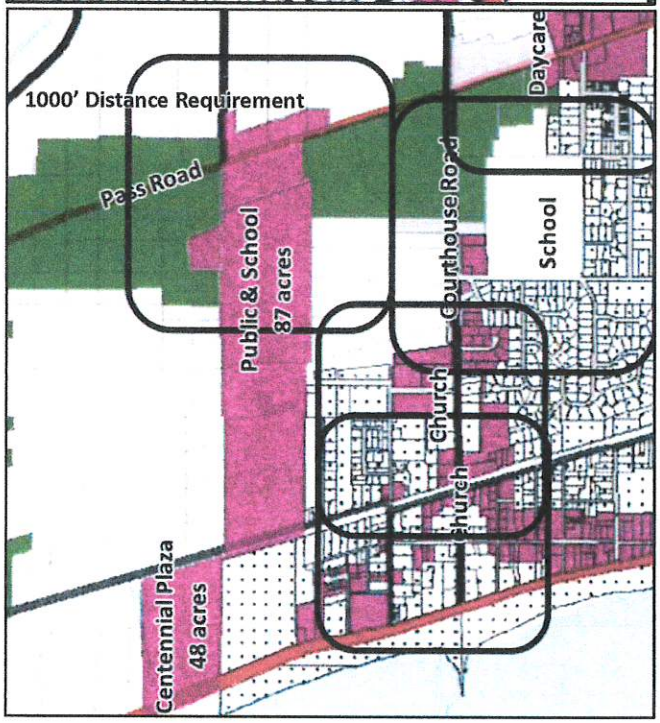
Another significant restriction within the City is the provision that excludes cannabis related businesses from T-Zone or the Hybrid Districts. The eliminates the uses from a large portion of the City with no real emphasis on intensity, character, or similar uses. In many cases these T-Zones are more intense than some of the traditional business districts that permit the uses. In my review of the regulations, I am not aware of another use that is simply not permitted from all T-Zones while being permitted within a related traditional district ("B Zone").

The current request is to remove the restriction for T4+ and the R-B Districts for medical cannabis dispensaries. These districts allow a variety of uses including 'drug stores'. At minimum, dispensaries should be considered in these areas or provide some path for approval (Planning Commission Review, for example). At present, areas such as the intersection of Pass Road and Cowan-Lorraine Road are not permitted for a dispensary but include CVS and Walgreen pharmacies. Similarly, much of the area surrounding Memorial Regional Hospital is situated within a 'T-Zones'. This area has a number of health-care related uses and would be ideal for a dispensary, but much of the area cannot be considered because of the T-

Donovan Scruggs Town Planning and Consulting, LLC
317 Pine Drive, Ocean Springs
Mississippi 39564
Ph 228.348.1315
EM donovan@scruggsplanning.com

Zone designations. Both areas and other locations are well positioned to permit medical cannabis dispensaries but are prohibited with the T-Zone exclusions.





A close review of the Cowan-Lorraine Road corridor and the area surrounding Memorial Regional Hospital provide a clear example of the hardships associated with the related dispensary restrictions. Along Cowan-Lorraine Road and south of Pass Road are St. James Catholic Church and School and St. Luke Episcopal Church. East of this intersection is Hansboro Baptist Church and to the west is First Missionary Baptist Church. These four churches basically eliminate this entire intersection and the vast majority of the corridor south of Benard Bayou. Farther east of the intersection and to the west are children daycare facilities. These entities and businesses have distance or buffer areas that overlap and would essential prevent any dispensary to locate in this area.

This corridor as related to the distances from churches is also impacted by St. Mark Church located at the corner of West Taylor Road and First Baptist of Gulfport located just north of Interstate 10 (see images on previous page).

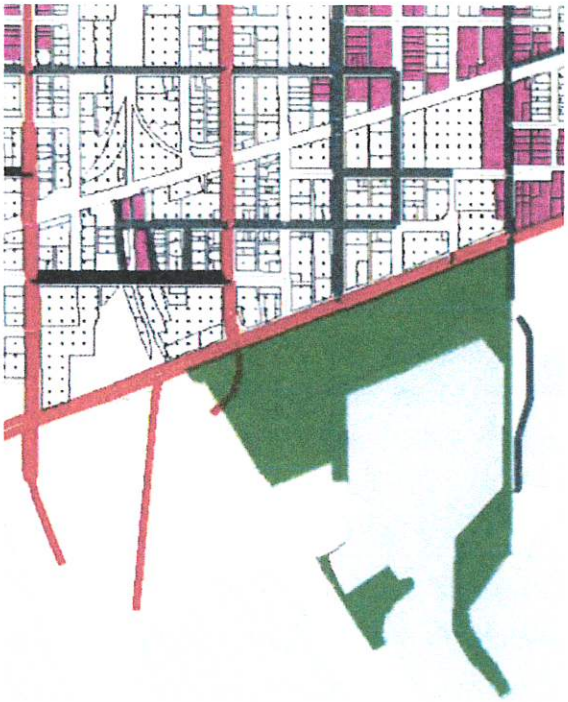
A similar concentration of churches, daycares and schools can be found in the area near Memorial Regional Hospital. This area includes a number of 'T Zones' and R-B Districts. It also includes West Elementary School and Central Middle School. To the west of Broad Avenue is Little Rock Baptist Church. To the south is an Islamic Mosque and a daycare facility. These entities restrict most of the area surrounding the hospital from allowing medical cannabis dispensaries. This is a 'medical district' and a dispensary for medical cannabis should be permitted in this area within the restrictions of state regulations.

These limitations are also present on Courthouse Road. With close distances to schools, daycare facilities and churches, the entire corridor south of Pass Road is basically off-limits for the siting of a dispensary. Gulfport High School is located east of Courthouse Road and Pass Road Elementary School is located to its west. These sites also restrict areas along Pass Road and areas that are currently eligible for permitting by zoning designations.

Another concern with the City's analysis is that it does not appear to omit public properties such as school, parks and buildings, or established commercial or residential areas as being included as possible dispensary sites. In fact, the city documents show that certain schools and city or county properties are potential locations for cannabis related uses.

Donovan Scruggs Town Planning and Consulting, LLC
317 Pine Drive, Ocean Springs
Mississippi 39564
Ph 228.348.1315
EM: donovan@scruggsplanning.com

On the previous page, a large public park, a school, and lands owned by the City of Gulfport and Harrison County area identified as potential sites for a cannabis dispensary. The northern area of the 87 acre tract includes Pass Road Elementary School. Obviously, this site (and surrounding areas within 1000 feet) cannot be permitted as a cannabis dispensary. However, these areas are indicated as eligible as dispensaries by the proposed amendments.



A similar example of the public area that has been identified as eligible for a cannabis related business is Jone's Park. According to the City's analysis, this site is identified as an 'existing' cannabis area. This site is not eligible for consideration as a potential cannabis related site regardless of the indication on the map. However, including sites like this and other inaccurately inflates the potential area that a cannabis related use may actually locate.

Another issue with an overly broad assumption of where cannabis related uses may be eligible to locate is that many tracts that are identified as proposed or eligible areas are already developed with existing structures and tenants. Areas such Home Depot and Lowes Building Supply, Premier Outlets, Crossroads Shopping Center, several automobile dealerships, and multifamily sites are areas that could accommodate at cannabis related use by zoning designation but are likely not possible due to existing developments. These areas provide important tax revenues to the City that would be diminished with a medical cannabis dispensary.

The City's analysis also omits developed areas within its review of the proposed expansion. The Centennial Plaza location is an example. The likelihood of a dispensary locating in this site is very small. Similarly, areas such as Florence Garden and various apartment complexes have R-B or T4+ District designation but placing a dispensary in these areas is very unlikely, even with proper zoning. Shopping or strip centers, banks, grocery stores, and other uses that may be located in a R-B or T4+ District may not be easily renovated into a dispensary. Oftentimes, operators would require ownership of the facility because of the investments necessary to meet state regulations.

The R-B and T4+ Districts are designed to be located within close proximity to residential areas. While there are portions or instances where these districts are not within 500 feet of residential areas, a significant number of these parcels are close to residential areas. While these uses should not be objectionable to these residential areas, those within 500 feet will require another level of consideration through the Gulfport Planning Commission. The proposed amendment will require that the majority of sites within the expanded areas to be scrutinized or reviewed by the Planning Commission prior to any approvals.

Medical cannabis was approved by the State of Mississippi initially with support of approximately 70 percent of the voters. Approximately 80 percent of voters of Harrison County supported medical cannabis. Support for medical cannabis is based on its use for the treatment of cancer, Parkinson's disease , Muscular dystrophy, Sickle-cell anemia, Alzheimer's disease, spinal cord injury, and a limited number of other conditions. Access to the dispensaries are only allowed for card holders that require a presciption. Individuals that do not have a card are not permitted to enter.

Cannabis is not permitted as a recreational use. Any approval or change in law to allow for recreational uses would be initiated by the Mississippi Legislature, and local units of government would have the opportunity to amend their regulations or adopt standards. Medical cannabis should not be prohibited based on the possibility of the relaxation of

Donovan Scruggs Town Planning and Consulting, LLC
317 Pine Drive, Ocean Springs
Mississippi 39564
Ph 228.348.1315
EM donovan@scruggsplanning.com

state regulations to permit recreational uses. When and if this occurs, the City will have the opportunity to designate areas that are acceptable for recreational uses, and those areas that are unacceptable. As currently regulated, medical cannabis will have very little impact on surrounding properties, will not be open to the general public without necessary prescriptions, and State laws require strict monitoring and video recordings of the sites.

The expansion of areas to permit medical cannabis will not negatively impact properties within R-B or T4+ Districts. As demonstrated, the distance requirements associated with churches, daycares, and schools will have a significant and limiting impact on these proposed locations. The expansion will improve the accessibility of the medicines for those who have medical conditions and have prescriptions for the use.

As currently regulated, cannabis related uses are limited in the areas that the can be established. Many of these areas are 'built out' or occupied. These sites may also be along secondary streets within business, office or warehouse parks, near the airport or within industrial areas, and similar locations that are not viable. The State of Mississippi has legislated certain restrictions related to the location of these uses and churches, daycares, and schools. Additionally restrictions have been placed on distances between other dispensaries to discourage clustering. The City of Gulfport has further limited the location of the eligible sites with prohibiting the uses within T-Zone and other business districts that allow similar uses like drug stores and pharmacies. Finally, the added restriction that requires Planning Commission approval for sites within 500 feet of residential areas provides another layer of review to the process. These prohibitions, restrictions, and processes have significantly decreased the number of viable sites that could serve the residents of Gulfport.

Please consider amending the regulations to provide 'by right' or 'use by review of the Planning Commission' for sites within these areas.

Thank you for your consideration in this matter.

Sincerely,

Donovan Scruggs, AICP

Donovan Scruggs Town Planning and Consulting, LLC
317 Pine Drive, Ocean Springs
Mississippi 39564
Ph. 228.348.1315
EM: donovan@scruggsplanning.com

List of 'Debilitating Conditons that Qualify for Prescriptons of Medical Cannabis'

Cancer
Huntington's disease
Glaucoma
Positive status for Human Immunodeficiency Virus (HIV)
Acquired Immune Deficiency Syndrome (AIDS)
Crohn's diseas
Sickle-cell anemia
Agitation of dementias
Pain refractory to appropriate opioid management
Diabetic/peripheral neuropathy
Parkinson's disease
Muscular dystrophy
Spastic quadriplegia
Hepatitis
Amyotrophic Lateral Sclerosis (ALS)
Ulcerative colitis
Alzheimer's disease
Post-traumatic stress disorder
Autism
Spinal cord disease or severe injury

It also allows for those with chronic, terminal or debilitating disease or medical conditions that produces one or more of the following:

Cachexia or wasting syndrome
Severe or intractable nausea
Severe and persistent muscle spasms
Chronic pain
Seizures

Donovan Scruggs Town Planning and Consulting, LLC
317 Pine Drive, Ocean Springs
Mississippi 39564
Ph: 228.348.1315
EM: donovan@scruggsplanning.com

MEMORANDUM

To: City of Gulfport Planning Commission

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

Date of Hearing: August 24, 2023

Re: **Zoning Map Amendment 2308PC093:**

Zoning Map Amendment 2308PC093, by agent Travis B. Anderson, Requesting to rezone Tax Parcel 0809B-01-009.000 from I-2 (Heavy Industry district), to B-2 (General Business), Three Rivers Road, Ward 5

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2308PC093

Hearing Date: August 24, 2023

Current Zoning/Use: I-2 / Vacant Lot

Legal: Zoning Map Amendment 2308PC093, by agent Travis B. Anderson, Requesting to rezone Tax Parcel 0809B-01-009.000 from I-2 (Heavy Industry district), to B-2 (General Business), Three Rivers Road, Ward 5

TECHNICAL DETAILS

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

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

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

The applicant requests to rezone approximately 4.6 acres from I-2 (Heavy industry districts) to a B-2 (General Business). Currently the property is vacant and is surrounded by existing I-2 zoning districts with some B-2 zoning districts in the area as well. However, the surrounding area consist of uses that are meant for industrial uses such as; XPO Logistics, Superior Insulation, Moran Hauling. Inc., Airgas Welding, and Safety Products.

According to the City's 2002 Comprehensive Plan, this area was intended to have industrial commercial use in the future land use plan, which is in conflict with the applicant's request. With the zoning change to B-2 (General Business). The applicant's intent is to have the property rezoned and sale the property to use the proceeds for its ministry. The applicant states, "This rezoning will have a very significant and positive impact upon the City of Gulfport and the property in this area. At the present time, there's not much hope that this property would be used as industrial, but since it is on a major commercial thoroughfare, it will develop as commercial and produce ad valorem tax income, sale tax income and employment in this area."

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 expansion would provide more revenue as a B-2 (General Business) zoning districts.

EXECUTIVE SUMMARY

The applicant wishes to rezone the subject site from I-2 (Heavy Industry district) to B-2 (General Business) in order to sale the property to take proceeds for the ministry. The immediate area consist of uses of an industrial zoning district. According to the City's 2002 Comprehensive Plan this area is to remain an Industrial commercial use, which the applicant's request is in direct conflict with the intended use of this area.

Any approval should consider these conditions:

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

DIRECTOR APPROVAL

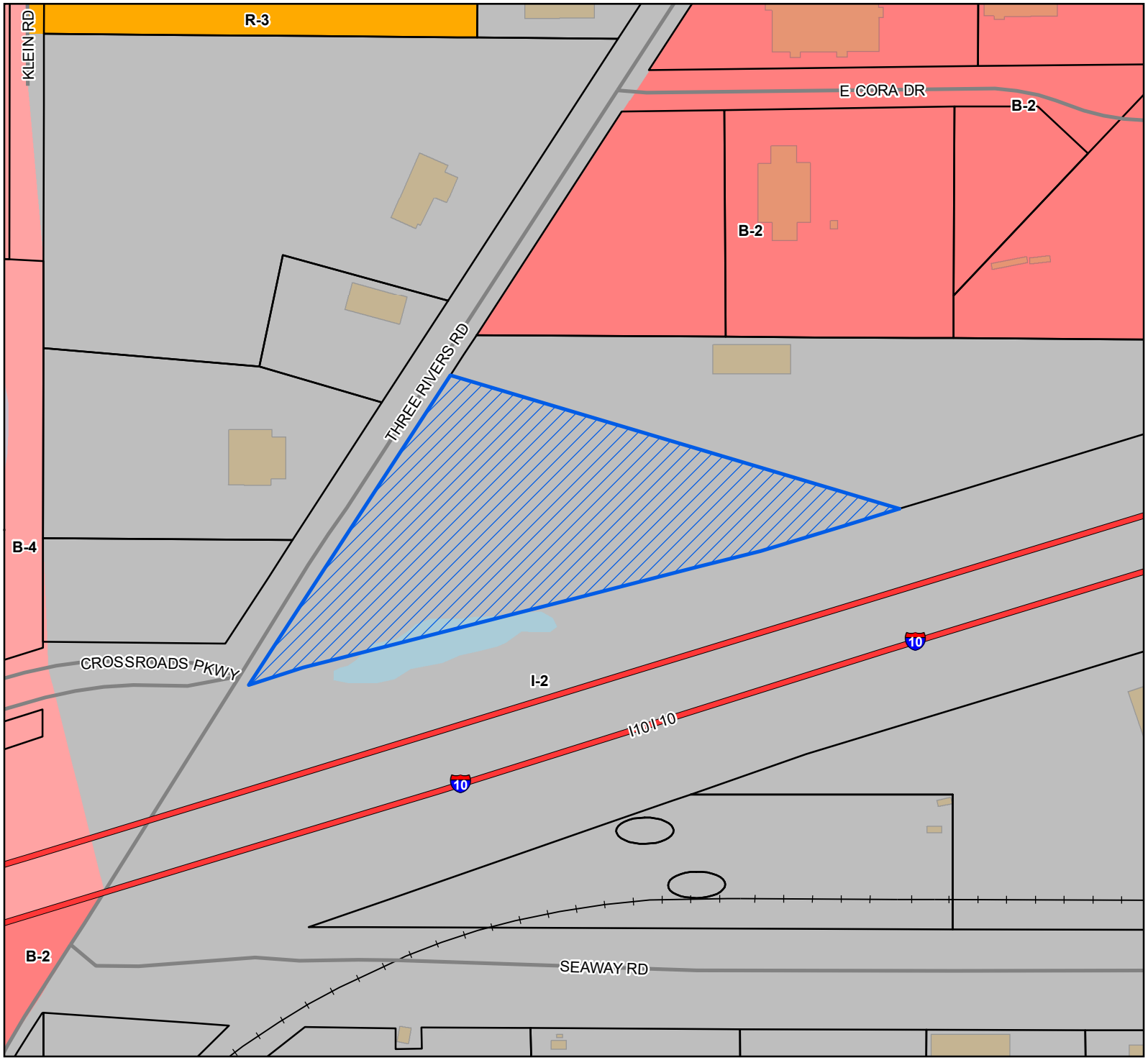
This report has been reviewed and approved by:

Greg S. H

Greg Holmes
Director of Urban Development Department

2308PC093

Zoning Map Amendment



Site
Interstate Highway
Street
Railroad
Parcels
Buildings
Water Features

Zoning

B-2 - General Business District
B-4 - Highway Business District
I-2 - Heavy Industry District
R-3 - General Residence (High Density)

Site Information

0809B-01-009.000
Zoning: I-2 (Heavy Industry)
Size: 4.02 acres
Flood: AE

0 30 60 90
Yards

1 inch = 200 feet

N W E S

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

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

For Staff Use Only

Case File #: 2308PC092

Date Received: 07/26/23

Receipt #:

Received By: DD / GH

Zoning: I-2

Ward: 5 Flood: AE

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

Property Information

TAX PARCEL # 0 8 0 9 B – 0 1 – 0 0 9 . 0 0 0

(If necessary, use separate sheet of paper)

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

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

General Location: NE Corner of Three Rivers Road and I-10.

GENERAL DESCRIPTION OF REQUEST:

Change Zoning from Industrial (I-2) to B-2 Commercial.

OWNERSHIP AND CERTIFICATION:

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

OWNER	AGENT
Hillside Baptist Church	Travis B. Anderson
Printed Name Of Owner	Printed Name Of Agent
12178 Highway 49	12178 Highway 49
Mailing Address	Mailing Address
Gulfport / MS / 39503	Gulfport / MS / 39503
City / State / Zip code	City / State / Zip code
(228) 323-2802	(228) 323-2802
Home Phone / Work/Cell Phone	Home Phone / Work/Cell Phone
hillside7907@att.net	hillside7907@att.net
Email	Email
Signature Of Owner	**Signature Of Agent**

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

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

GILLESPIE LAW FIRM

VIRGIL G. GILLESPIE

June 29, 2023

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

Re: Application for Zoning Map Amendment
Tax Parcel No. 0809B-01-009.000
Filed on behalf of Hillside Baptist Church as Owner and Travis B. Anderson as Agent

Gentlemen:

I enclose herewith the following:

1. Application for Zoning Map Amendment Page 1 signed by the Owner and Agent;
2. Deed to all of the property showing it to be owned by Hillside Baptist Church, the Owner;
3. Supplement No. 1: Change and Need;
4. Supplement No. 2: Interest of Agent;
5. Supplement No. 3: Development Schedule;
6. Supplement No. 4: Effect of Rezoning;
7. Supplement No. 5: Statement regarding transportation facilities, water, sewer, etc.;
8. Gulfport Zoning Map showing the properties involved;
9. Consent action of Hillside Baptist Church authorizing this filing;
10. Agent authorization form whereby Hillside Baptist Church appoints Travis B. Anderson as Agent; and
11. Check for $175.00 as a filing fee.

Thank you for your attention in this matter.

Yours very truly,

VIRGIL G. GILLESPIE
Attorney at Law

VGG/ah
Enclosures: As stated above.
Cc: Hillside Baptist Church

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

CONSENT ACTION OF HILLSIDE BAPTIST CHURCH,
A MISSISSIPPI NONPROFIT CORPORATION

This Consent Action is executed by Travis B. Anderson, President of the corporation.

The corporation does hereby approve and ratify the application for zoning map amendment to be filed with the City of Gulfport to rezone Tax Parcel No. 0809B-01-009.000 from industrial (I-2) to B-2 commercial. This tax parcel is owned by Hillside Baptist Church.

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

Witness my signature and seal this the 29 day of June 2023.

Travis B. Anderson

AGENT AUTHORIZATION FORM

PROPERTY LEGAL DESCRIPTION:

4.6 Acres on the Northeast corner of Three Rivers Road and I-10

Tax Parcel No. 0809B-01-009.000

Property Owner: Hillside Baptist Church, a Mississippi nonprofit corporation

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

Travis B. Anderson
(Agent)

to act on my behalf and take all actions necessary with the Gulfport Planning and Zoning Department for the purposes of seeking to change zoning from Industrial (I-2) to B-2 Commercial.

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

12178 Highway 49, Gulfport, MS 39503

Telephone: (228) 323-2802

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

Authorized Signature (Owner)

Date: June 29, 2023

Notary

Date: 6/29/23

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 5013
VIRGIL G. GILLESPIE
Commission Expires
Nov. 8, 2025
HARRISON COUNTY

SUPPLEMENT NO. 1 TO APPLICATION FOR ZONING MAP AMENDMENT

CHANGE AND NEED

The subject property consists of 4.6 acres. It is located on the Northeast corner of Three Rivers Road and Interstate Highway 1-10. It is well known that Three Rivers Road, from its southern beginning at Airport Road to Dedeaux Road, is a major commercial corridor in the city of Gulfport, MS.

Apparently, this small area of industrial zoning was zoned industrial at the time the Seaway area was zoned industrial, but this got cut off from that industrial area by I-10. Everything in the immediate area is zoned B-1, B-3, R-4, R-0, B-2 and even highway commercial for that area of Three Rivers Road south of the interstate. Since the industrial area, there has been major commercial development and expansion along Three Rivers Road in the immediate area of the subject property.

Need is shown by the fact that everything around this property is developing as commercial, and the traffic count is very heavy at this location. Traffic count is essential for commercial but is not important for industrial. Traffic count draws commercial business, hence need. Traffic count does not draw industrial business.

SUPPLEMENT NO. 2 TO APPLICATION FOR ZONING MAP AMENDMENT

INTEREST OF AGENT

In this case, the agent is the pastor of the applicant, Hillside Baptist Church.

SUPPLEMENT NO. 3 TO APPLICATION FOR ZONING MAP AMENDMENT

DEVELOPMENT SCHEDULE

There is no current development schedule as the church intends to list this property for sale at its highest and best use of general commercial and use the proceeds for its ministry.

SUPPLEMENT NO. 4 TO APPLICATION FOR ZONING MAP AMENDMENT

EFFECT OF REZONING

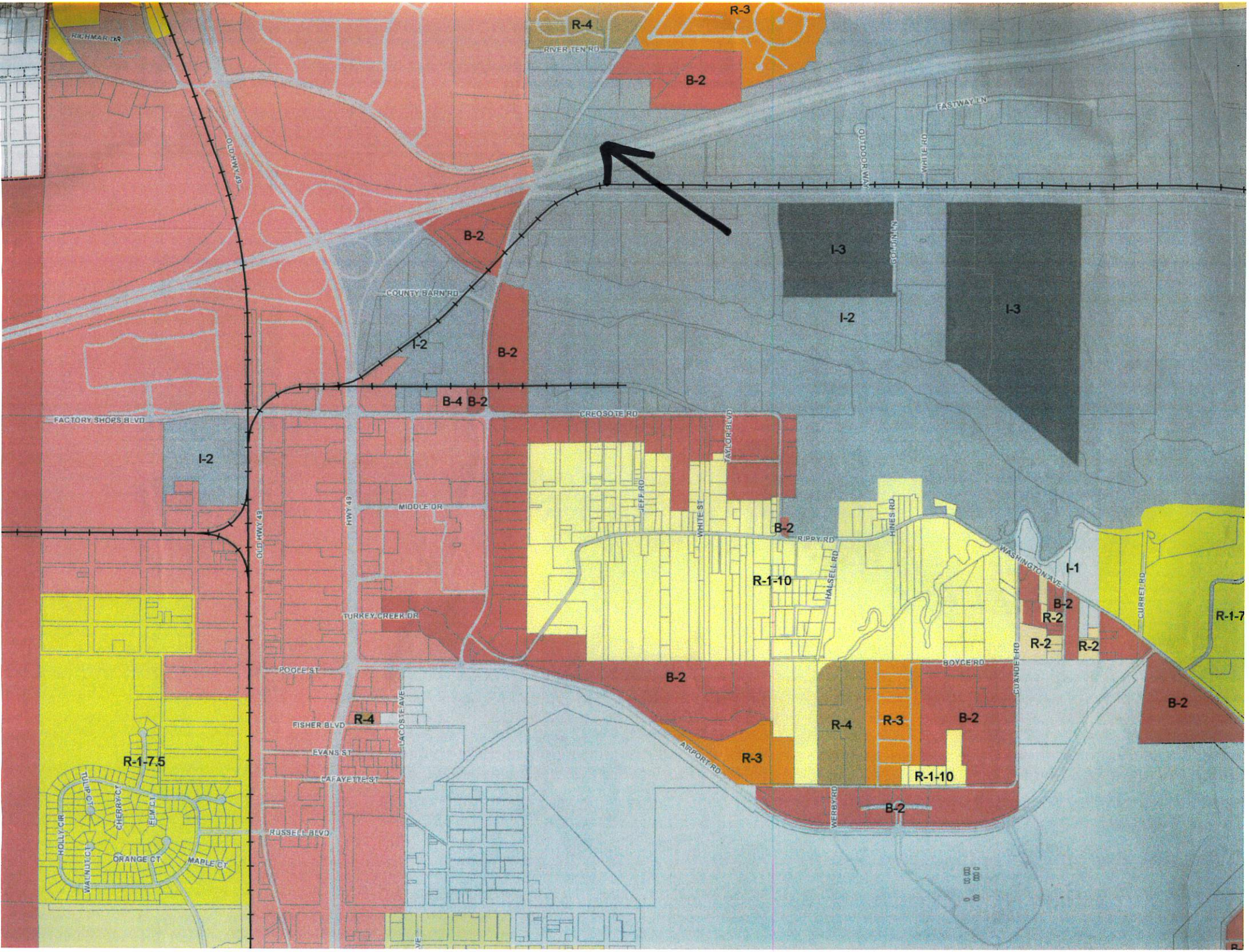
This rezoning will have a very significant and positive impact upon the City of Gulfport and the property in this area. At the present time, there's not much hope that this property would be used as industrial, but since it is on a major commercial thoroughfare in a fast-growing area, it will develop as commercial and produce ad valorem tax income, sale tax income and employment in this area.

SUPPLEMENT NO. 5 TO APPLICATION FOR ZONING MAP AMENDMENT

The property to be rezoned is situated with excellent transportation facilities located on Three Rivers Road.

The property is served by city water, sewer, and garbage collection and is also served by city fire protection.

This rezoning is consistent with the orderly and appropriate development of the area where it is located and, as previously stated, commercial zoning is the highest and best use of this property.


R-4
R-3
RIVER TEN RD
B-2
FASTWAY LN
OUTDOOR WAY
WHITE RD
GOLDEN LN
I-3
I-2
I-3
B-2
COUNTY BARN RD
I-2
B-2
B-4 B-2
FACTORY SHOPS BLVD
CREOSOTE RD
I-2
TAYLOR BLVD
JEFF RD
WHITE ST
B-2
RIPPY RD
HINES RD
HALSELL RD
R-1-10
WASHINGTON AVE
I-1
B-2
R-2
R-2
R-2
CURRET RD
R-1-7
MIDDLE DR
OLD HWY 49
HWY 49
TURKEY CREEK DR
BOYCE RD
CUNDER RD
POOLE ST
B-2
B-2
FISHER BLVD
R-4
LACOSTE AVE
R-4
R-3
B-2
EVANS ST
AIRPORT RD
R-3
R-1-7.5
LAFAYETTE ST
R-1-10
WERBY RD
B-2
TULIP CT
CHERRY CT
ELM CT
HOLLY CIR
RUSSELL BLVD
WALNUT CT
ORANGE CT
MAPLE CT

1st Judicial District
Instrument 2020 19 D -J1
Filed/Recorded 1/ 2/2020 12:59 N
Total Fees $ 26.00
3 Pages Recorded

Prepared by:
Andrew Marion, PLLC
Attorney-at-Law
1919 23rd Ave.
P.O. Box 863
Gulfport, MS 39502
(228)-865-9047
MS Bar # 1866

Return to:
Andrew Marion, PLLC
Attorney-at-Law
1919 23rd Ave.
P.O. Box 863
Gulfport, MS 39502
(228)-865-9047
File # 19-118

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 considerations, the receipt and sufficiency of which is hereby acknowledged,

Picou Enterprises, Inc
9344 Three Rivers Road
Gulfport, MS 39503
228-365-9898

does hereby sell, convey and quitclaim unto

Hillside Baptist Church
12178 Hwy 49
Gulfport, MS 39503
(228)-832-7907

that certain tract, piece or parcel of land situated and being located in **Harrison** County, State of Mississippi, more particularly described as follows, to-wit:

(See Exhibit A attached, Page 3)

TITLE NOT EXAMINED

INDEXING INSTRUCTIONS: SW 1/4 of NW1/4 15-7-11

THIS CONVEYANCE is subject to any prior reservation or conveyance of oil, gas or other mineral rights and subject to all easement restrictions, reservations and covenants of record.

IT IS AGREED and understood that the taxes for the current year are assumed by the Grantee.

WITNESS THE SIGNATURE of the above corporation by its authorized representative after being duly authorized so to execute and deliver the same, this the **10th** day of **June, 2019.**

Picou Enterprises, Inc

Gregory K. Picou
President

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the above stated jurisdiction, the within named **Gregory K. Picou,** who acknowledged that he is **President** of **Picou Enterprises, Inc, A Mississippi Corporation,** and that for and on behalf of said corporation, and as its act and deed **he** executed the above the foregoing Quitclaim Deed, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the **10th** day of **June, 2019.**

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 8925
RONALD ANDREW MARION, JR.
Commission Expires
April 13, 2020
JACKSON COUNTY

Exhibit "A"

A parcel of land located in the SW 1/4 of NW 1/4 of Section 15-7-11, Harrison County, Mississippi.

Commencing at the NW corner of the SE 1/4 of NW 1/4 of Section 15-7-11, Harrison County, Mississippi. Proceed thence S 45° 14' W, 1,014.4' for a point of beginning. Said point of beginning being the intersection of the most easterly margin of Three Rivers Road and the center line of a 130' Mississippi Power Company easement.

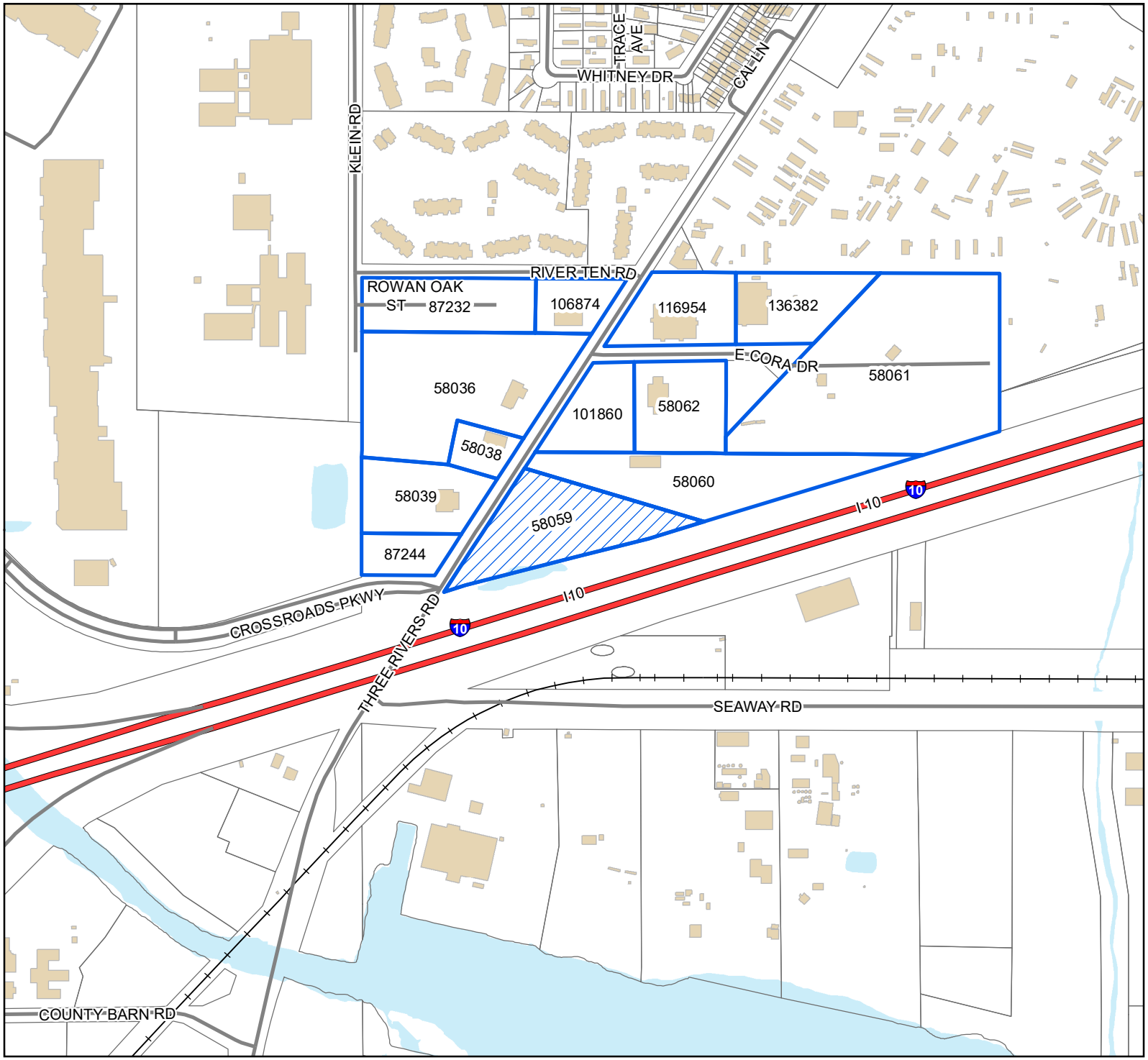
From said point of beginning proceed thence along the center line of said easement on a bearing and distance of S73° 53'E, 691.1' to the intersection of said center line and the most northerly margin of Interstate 10' thence, along the most northerly margin of Interstate 10 on a bearing and distance of S73° 42'W, 1020.3' to the intersection of the most northerly margin of Interstate 10 and the most easterly margin of Three Rivers Road; thence, along the most easterly margin of Three Rivers Road on a bearing and distance of N33° 24'E, 572.8' to the point of beginning.

This being the same property conveyed to the Grantor by deed recorded as instrument number 2008-6130-D-J1.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			HILLSIDE BAPTIST CHURCH(OWNER)	12178 HWY 49	GULFPORT	MS	39503
			TRAVIS B ANDERSON(AGENT)	12178 HWY 49	GULFPORT	MS	39503
			Adjacent Property Owners(2308PC093)				
	87244	0809B-03-021.000	GULF SOUTH PIPELINE COMPANY LP	P O BOX 20008	HOUSSTON	TX	77046
	58061	0809B-01-005.000	CAMPGROUND OF THE SOUTH LLC	10406 THREE RIVERS RD	GULFPORT	MS	39503
	106874	0809B-03-017.001	AIRGAS USA LLC	2015 VAUGHN ROAD	KENNESAW	GA	30194
	58062	0809B-01-007.000	ECOLE PROPERTIES LLC ETAL	4712 WOODLAND AVE	METAIRIE	LA	70002
	58039	0809B-03-020.000	CON-WAY TRANSPORTATION SERVICES INC	P O BOX 4138	PORTLAND	OR	97208
	58036	0809B-03-018.000	BP INVESTMENTS LLC	11514 TREELAWN ST	GULFPORT	MS	39503
	58038	0809B-03-019.000	ESTES CHRISTOPHER N	23 KEYSER LN	GULFPORT	MS	39507
	58060	0809B-01-006.000	THREE RIVERS ROAD LLC	4712 WOODLAND AVE	METAIRIE	LA	70002
	101860	0809B-01-006.001	ECOLE PROPERTIES MS LLC ETAL	4712 WOODLAND AVENUE	METAIRIE	LA	70002
	136382	0809B-01-005.003	MISS REGIONAL HOUSING AUTH # VIII	10430 THREE RIVERS RD	GULFPORT	MS	39503
	87232	0809B-03-017.000	RJJ PROPERTIES LLC	10 BAYOU PLACE	GULFPORT	MS	39503

2308PC093

Zoning Map Amendment



Legend

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

0 80 160 240

Yards

1 inch = 500 feet

N W E S

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RE: Zoning Map Amendment 2308PC093, by agent Travis B. Anderson, Requesting to rezone Tax Parcel 0809B-01-009.000 from I-2 (Heavy Industry district), to B-2 (General Business), Three Rivers Road, Ward 5

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, August 24, 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, August 24, 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.

MEMORANDUM

To: City of Gulfport Planning Commission

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

Date of Hearing: August 24, 2023

Re: **Zoning Map Amendment 2308PC099:**

Zoning Map Amendment 2308PC099, by agent Josh Fleming/Elliott Homes LLC, Requesting to rezone Tax Parcel 0908M-01-004.002 from B-2 (General Business) to R-4 (Multi-family residence district), Stewart Road, Ward 5

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2308PC099

Hearing Date: August 24, 2023

Current Zoning/Use: B-2 / Vacant Lot

Legal: Zoning Map Amendment 2308PC099, by agent Josh Fleming/Elliott Homes LLC, Requesting to rezone Tax Parcel 0908M-01-004.002 from B-2 (General Business) to R-4 (Multi-family residence district), Stewart Road, Ward 5

TECHNICAL DETAILS

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

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

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

The applicant requests to rezone approximately 1.4 acres from B-2 (General Business) to R-4 (General residence district). Currently the property is vacant and is adjacent to several pre-existing non-conforming single family homes in B-1 zoning districts, and is abutting an existing gas station in a B-2 zoning district. Applicant claims that due to this area being near a high development area that is zoned for residential and multi-family use. Applicant has stated in the application their intent on developing residential dwelling units on the subject site.

According to the City's 2002 Comprehensive Plan, this area was intended to be highway commercial use in the future land use plan, which is in conflict with the applicant's request. With the zoning change to R-4, the applicant's intent of constructing residential dwelling units would be permissible within certain densities consistent with R-4 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 expansion would provide the development for residential dwelling units in what the applicant describes as a "high developed area."

EXECUTIVE SUMMARY

The applicant wishes to rezone the subject site from B-2 to R-4 in order to develop residential dwelling units. While the requested zoning allows for multi-family housing, it also allows for single-family homes and duplexes. While there are existing single-family homes adjacent to the subject site, said homes are pre-existing nonconforming and are within B-1 (Neighborhood business) zoning districts, which does not allow for the single-family residence use per our Chart of Permitted Uses. According to the City's 2002 Comprehensive Plan this area is to remain a highway commercial use, which the applicant's request is in conflict with.

Any approval should consider these conditions:

1. Approval allows for single-family dwelling use, two-family dwelling use, multi-family dwelling use, or townhouse dwelling use by right on the subject site.

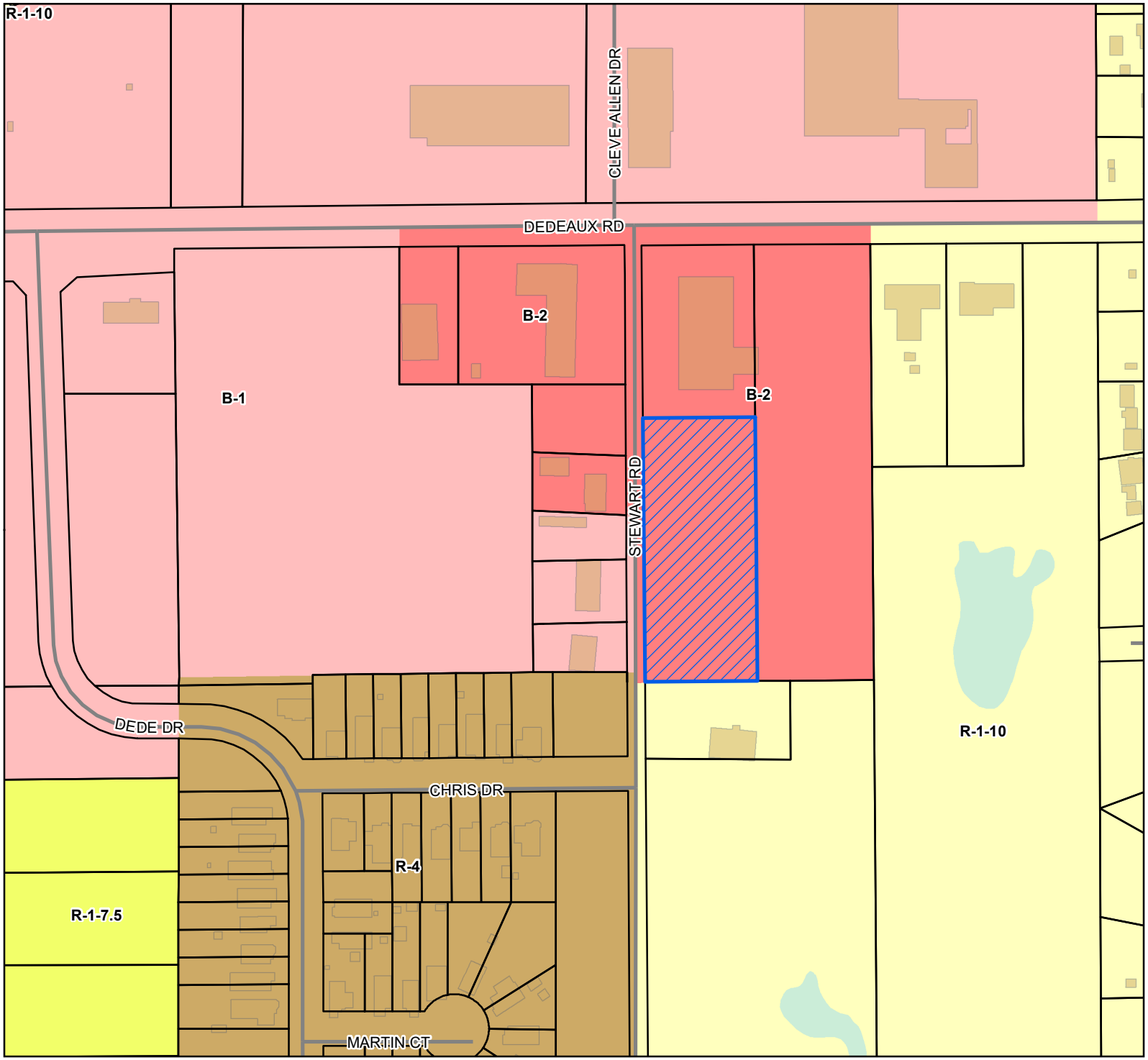
DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Holmes
Director of Urban Development Department

2308PC099

Zoning Map Amendment



Site
Street
Parcels
Buildings
Water Features

Zoning

B-1 - Neighborhood Business District
B-2 - General Business District
R-1-10 - Single Family Residence (Low Density)
R-1-7.5 - Single Family Residence District (Low Density)
R-4 - General Residence (High Density)

Site Information

0908M-01-004.002
Zoning: B-2 (General business)
Size: 1.4 acres
Flood: X

0 30 60 90
Yards

1 inch = 200 feet

N
W E
S

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Revision date 11/2/2020

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

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

For Staff Use Only

Case File #: 2308PC099

Date Received: 7/5/2023

Receipt #:

Received By: AA

Zoning: B-2

Ward: 5 Flood: X

Property Information

TAX PARCEL # 0 9 0 8 M – 0 1 – 0 0 4 . 0 0 2

(If necessary, use separate sheet of paper)

Address of Property Involved: Stewart Road Gulfport, MS 39503

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

General Location: Corner of Dedeaux Rd behind the gas station on Stewart Rd 1.4 Acres

GENERAL DESCRIPTION OF REQUEST:

Zoning Change - Down Zone from B-2 to ~~R1-5~~ R-4 Single-Family Residential

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

Stevie Bush
Printed Name Of Owner

15181 Oberlin Av
Mailing Address

Gulfport MS 39503
City State Zip code

815-980-7533
Home Phone Work/Cell Phone

Email

Stevie Bush
Signature Of Owner

AGENT

Josh Fleming | Elliott Homes LLC
Printed Name Of Agent

1402 Pass Road
Mailing Address

Gilfport MS 39501
City State Zip code

941-468-1058
Home Phone Work/Cell Phone

Jfleming@myelliotthome.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.

DIANE WHITSON NOTARY PUBLIC ID No. 290704 Commission Expires Apr 26, 2025 STATE OF MISSISSIPPI HARRISON COUNTY

Diane Whitson Harrison County 04/26/2025

DIANE WHITSON NOTARY PUBLIC ID No. 290704 Commission Expires Apr 26, 2025 STATE OF MISSISSIPPI HARRISON COUNTY

Diane Whitson 04/26/25

ELLIOTT
HOMES

Agent Authorization

June 29th, 2023

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

RE: Letter of Authorization to Represent
Stevie Bush – Parcel(s): 0908M-01-004.002

Dear Mr. Holmes:

Please accept this letter as authorization for Elliott Homes to represent the interest of Stevie Bush for any planning and development meetings and/or similar matters for a tract of land located along the east side of Stewart Rd 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

Stevie Bush
(Stevie Bush)

Elliott Homes, LLC
(Representee)

Diane Whitson
(Notary Public)

DIANE WHITSON
NOTARY PUBLIC
ID No. 290704
Commission Expires
Apr 26, 2025
STATE OF MISSISSIPPI
HARRISON COUNTY

My commission Expires: Apr 26, 2025

SUPPLEMENTAL INFORMATION for
RE-ZONING from B - 2 to R -4

Located on Stewart Rd City of Gulfport,
Harrison County, Mississippi

Tax Parcel: 0908M-01-004.002

1) **Interest:**

The official names and addresses of the applicants for this application are as follows:

Stevie Bush
310 Abbey Ct, Apartment B9
Biloxi, MS 39531

The official Name and address of the applicant's agent for this application is as follows:

Elliott Homes LLC
1402 Pass Rd
Gulfport, MS 39501
941-468-1058

The subject property is currently zoned B -2 per the Official Zoning Map of the City of Gulfport. It is generally located on Stewart Road within the City of Gulfport. The request involves the re-zoning the subject parcel from B-2 to R-4 (Downzone) which will allow for 6 -7 residential lots.

Primary access will be provided from Stewart Road. The proposed project will generate additional tax base for the City of Gulfport, Harrison County and Harrison County Schools.

All infrastructure to provide water, sewer, and drainage are to the property currently on Stewart Rd. Also, there will be a minimal increase in sewer flows and water usage. There will be no adverse utility impacts on existing customers or adjoining properties.

2 **Change in Conditions:**

The applicant is proposing to rezone a 1.4 +/- acre parcel of land. The subject property is in an area that made up of all single family residential and multifamily. This property was zoned B-2 surrounded by Single-Family and Multi-Family homes and has never been developed or built on. Therefore, the current zoning of B-2 has not served it use. Furthermore, we propose a zoning change request to R-4 to conform with the surrounding neighborhood. This area is more prone to single-family use than B-2.

3 **Increase in Need for Sites:**

As stated above, the subject property is in a location more prone to single-family residential use than B-2 Commercial Business. This parcel is within a high developed area zoned for residential and multi-family use.

4 **Development Schedule:**

The proposed parcel of vacant land is to begin applying for permits immediately following rezone approval. The applicant proposes to begin construction within 1 month from City Council approval.

The above schedule is based on normal permitting procedures and reasonable weather conditions. The schedule could be set back by delays due to adverse weather conditions.

5 **Effects of Amendment:**

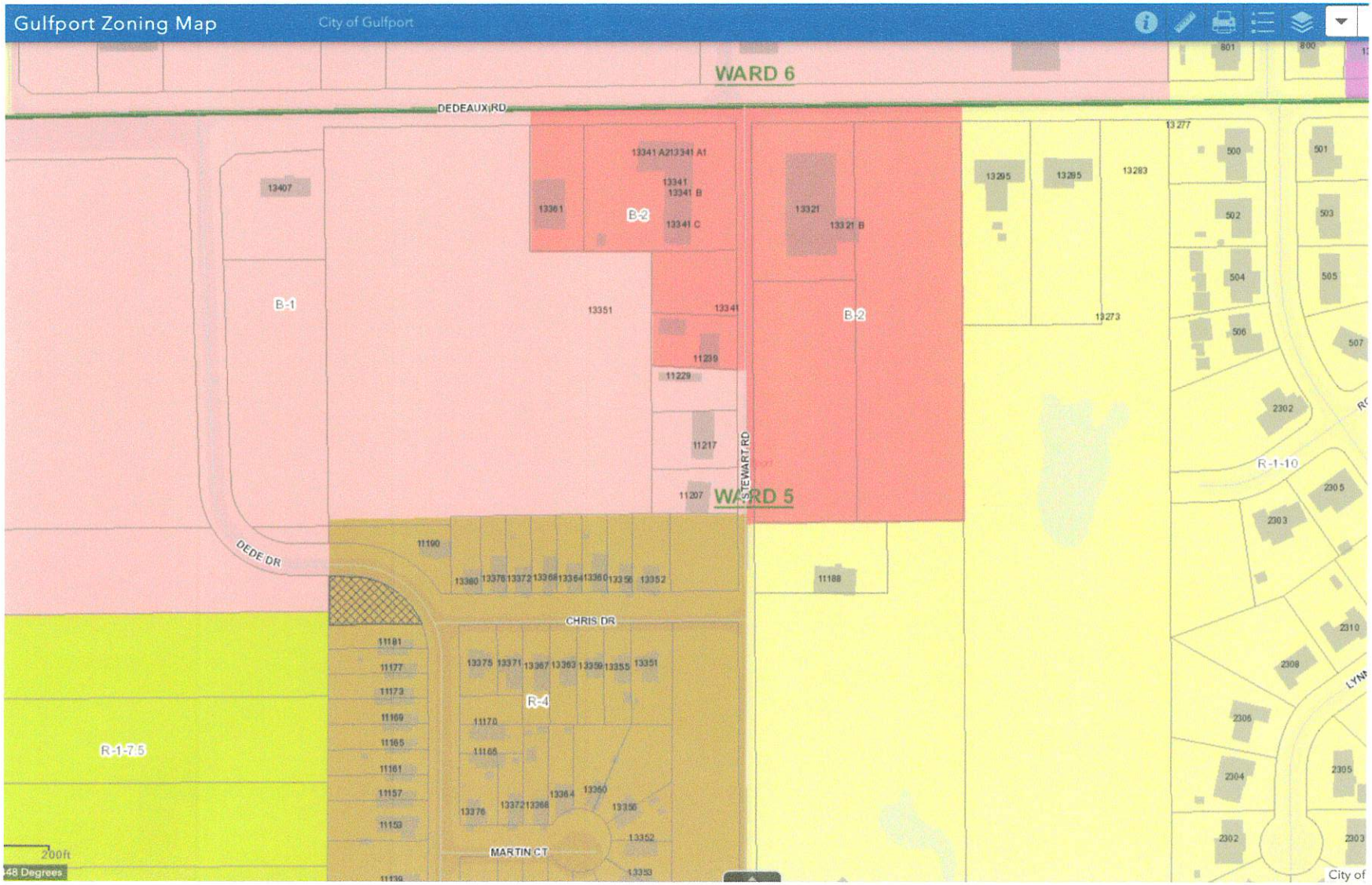
The proposed zoning will be consistent with the surrounding neighborhood. If granted, this down zoning change will have no effect to the area and can only add value to the surrounding homes.

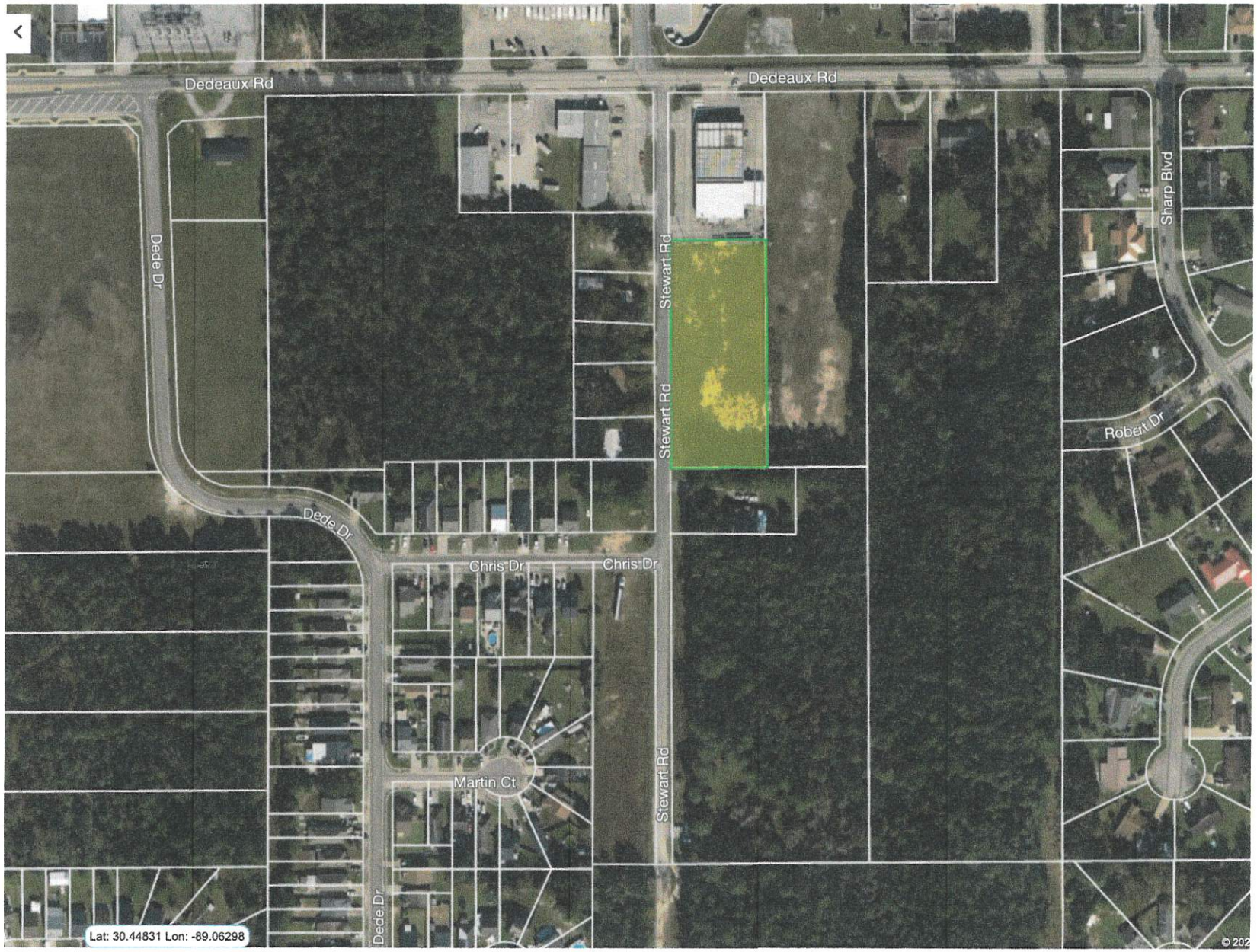
6 **Error:**

This request is not due to an error.

7 **Site Plan:**

A site plan has been submitted with this application on June 30th, 2023.


Gulfport Zoning Map
City of Gulfport
WARD 6
DEDEAUX RD
B-1
B-2
B-2
WARD 5
STEWART RD
DEDE DR
CHRIS DR
MARTIN CT
R-4
R-1-7.5
R-1-10
200ft
48 Degrees
City of


Dedeaux Rd
Dedeaux Rd
Dede Dr
Dede Dr
Dede Dr
Stewart Rd
Stewart Rd
Stewart Rd
Chris Dr
Chris Dr
Martin Ct
Robert Dr
Sharp Blvd
Lat: 30.44831 Lon: -89.06298

REVISIONS:

PROJECT #:

DATE:

DRAWN BY:

DESIGNER:

CHECKED BY:

0908M-01-004.002

GULFPORT, MS

SEAL:

SKETCH PLAT
NOT FOR CONSTRUCTION USE

SHEET NUMBER:

1 -OF - 1

DESCRIPTION:
B-2

1st Judicial District
Instrument 2020-1532-D-J1
Filed/Recorded 02/07/2020 03:45 PM
Total Fees $26.00
5 Pages Recorded

Our File #B200015
Prepared by & Return To: Schwartz, Orgler & Jordan, PLLC
PO Box 4682 Biloxi MS 39535, 228-388-7441

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Index in NE1/4 of SW1/4, Sec 11-7-11

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,

Randolph F. Fagan, Jr, in his capacity as Attorney in fact for Randolph F. Fagan and Joedna R. Fagan,

9108 W Simmons Bayou, Ocean Springs, MS 39564, 228-875-7770

do hereby sell, convey and warrant unto

Stevie Bush, 310 Abbey Ct, Apt B9, Biloxi, MS 39531, 815-980-7533,

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

Commence at the Northwest Corner of the Northeast Quarter of the Southwest Quarter of Section 11, Township 7 South, Range 11 West, Harrison County, First Judicial District, Mississippi; thence North 89° 50' 53" East for a distance of 660 feet; thence South 00° 09' 07" East for a distance of 277.35 feet to an iron rod for the Point of Beginning; thence North 89° 49' 52" East for a distance of 162.63 feet to an iron rod; thence South 00° 09' 07" East for a distance of 382.65 feet to an iron rod; thence South 89° 49' 52" West for a distance of 162.63 feet to an iron rod on the East margin of Stewart Road; thence North 00° 09' 07" West along said East margin of Stewart road for a distance of 382.65 feet back to the Point of Beginning, and contains 62,239 square feet or 1.43 acres, more or less.

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 OUR SIGNATURES, on this the 7th day of February, 2020.

Randolph F. Fagan by Randolph F. Fagan, Jr., his Attorney in Fact

Joedna R. Fagan, by Randolph F. Fagan, Jr., her Attorney in Fact

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Randolph F. Fagan, Jr., in his capacity as Attorney in Fact for Randolph F. Fagan and Joedna R. Fagan; and as their act and deed, he signed, sealed and delivered, the above and foregoing instrument of writing on the day and in the year therein mentioned, in his representative capacity, for and on their behalf after having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 7th day of February, 2020.

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 64152 KASEY ANN GANNON Commission Expires Sept. 27, 2021 HARRISON COUNTY

REVIEWED SCANNED

WALK THRU

1st Judicial District
Instrument 2016 4127 D -J1
Filed/Recorded 6/14/2016 04:30 P
Total Fees $ 12.00
3 Pages Recorded

PREPARED BY:
LUCKETT LAND TITLE, INC.
918 Washington Ave.
Ocean Springs, MS 39564
228-875-0176

RETURN TO:
RANDOLPH F. FAGAN, JR.
449 LINDA DRIVE
BILOXI, MS 39531
340 513-9504

STATE OF MISSISSIPPI
COUNTY OF HARRISON

POWER OF ATTORNEY TO ACT IN ALL AFFAIRS

KNOW ALL MEN BY THESE PRESENTS, that I/We, RANDOLPH F. FAGAN, SR. AND JOENNA R. FAGAN of JACKSON County, Mississippi, have made, constituted and appointed, and by these presents do make, constitute and appoint RANDOLPH F. FAGAN, JR of HARRISON County, Mississippi, my true, lawful attorney, for me/us and in my/our name, place and stead, to ask, demand, sue for, collect and receive all sums of money, dividends, interest, payments on account of debts and legacies and all property due, or which may hereafter become due and owing to me/us, and to give good and valid receipts and discharges for such payments; to sell, assign and transfer stocks and bonds and securities standing in my/our name or belonging to me/us; to buy and sell securities of all kinds in my/our name and for my/our account and at such prices as shall seem good to my/our said Attorney-in-Fact; to sign, execute, acknowledge and deliver in my/our name all transfers and assignments of securities; to borrow money and to pledge securities for such loans if in the judgment of my/our Attorney-in-Fact such action should be necessary; to consent in my/our name to reorganizations and mergers, and to the exchange of securities for new securities; to manage real property, to sell, convey and mortgage realty, and to foreclose mortgages and to take title to

property in my/our name if my Attorney-in-Fact thinks proper; to executed, acknowledge and deliver deeds to real property, mortgages, releases, satisfactions and other instruments relating to realty, which my/our Attorney-in-Fact considers necessary; to place and effect insurance; to do business with banks, and particularly to endorse all checks and drafts made payable to my/our order and collect the proceeds; to sign in my/our name checks on all accounts standing in my/our name, and to withdraw funds from said accounts, to open accounts in my/our name or in my/our Attorney's name as my/our Attorney-in-Fact; to make such payments and expenditures as may be necessary in connection with any of the foregoing matters or with the administration of my/our affairs; to retain counsel and attorneys on my/our behalf, to appear for me/us in all actions and proceedings to which I/we may be party in the courts of the State of Mississippi or any other State in the United States, or in the United States Courts, to commence actions and proceedings in my/our name if necessary, to sign and verify in my/our name all complaints, petitions, answers and other pleadings of every description; to represent me/us in all income tax matters before all officers of the Income Tax Bureau, to make and verify income tax returns, claims for refunds, requests for extensions of time, and consents in my/our name to execute petitions to the Board of Tax Appeals and to cause me/us to be represented in such proceedings; hereby giving and granting to my/our said Attorney-in-fact full power and authority to do and perform all and every act and things whatsoever necessary to be done in the premises, as fully to all intents and purposes as I/we might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my/our said Attorney-in-fact may do pursuant to this power.

It is my intention herein to grant unto my/our Attorney-in-Fact the full power and authority, without any qualifications whatsoever, any act, deed or thing whatsoever which I/we may lawfully do through or by an Attorney-in-Fact, as fully as I/we could if personally present.

This Power of Attorney shall not be affected by the subsequent

disability or incompetence of the principal.

WITNESS my signature on this the 14 day of June, 20 14.

Randolph F. Fagan

Joedra R. Fagan

9108 W. Simmons Cr.
Ocean Springs, MS 39564
228 875-7770

STATE OF MISSISSIPPI

COUNTY OF Jackson

Personally appeared before me, the undersigned authority in and for the said county and state, within my jurisdiction, the within named RANDOLPH F. FAGAN SR AND JOEDRA R. FAGAN who acknowledged that (~~he, she~~, they) signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned.

WITNESS my signature and official seal of office, this the 14 day of June, 20 14.

NOTARY PUBLIC

My Commission Expires:

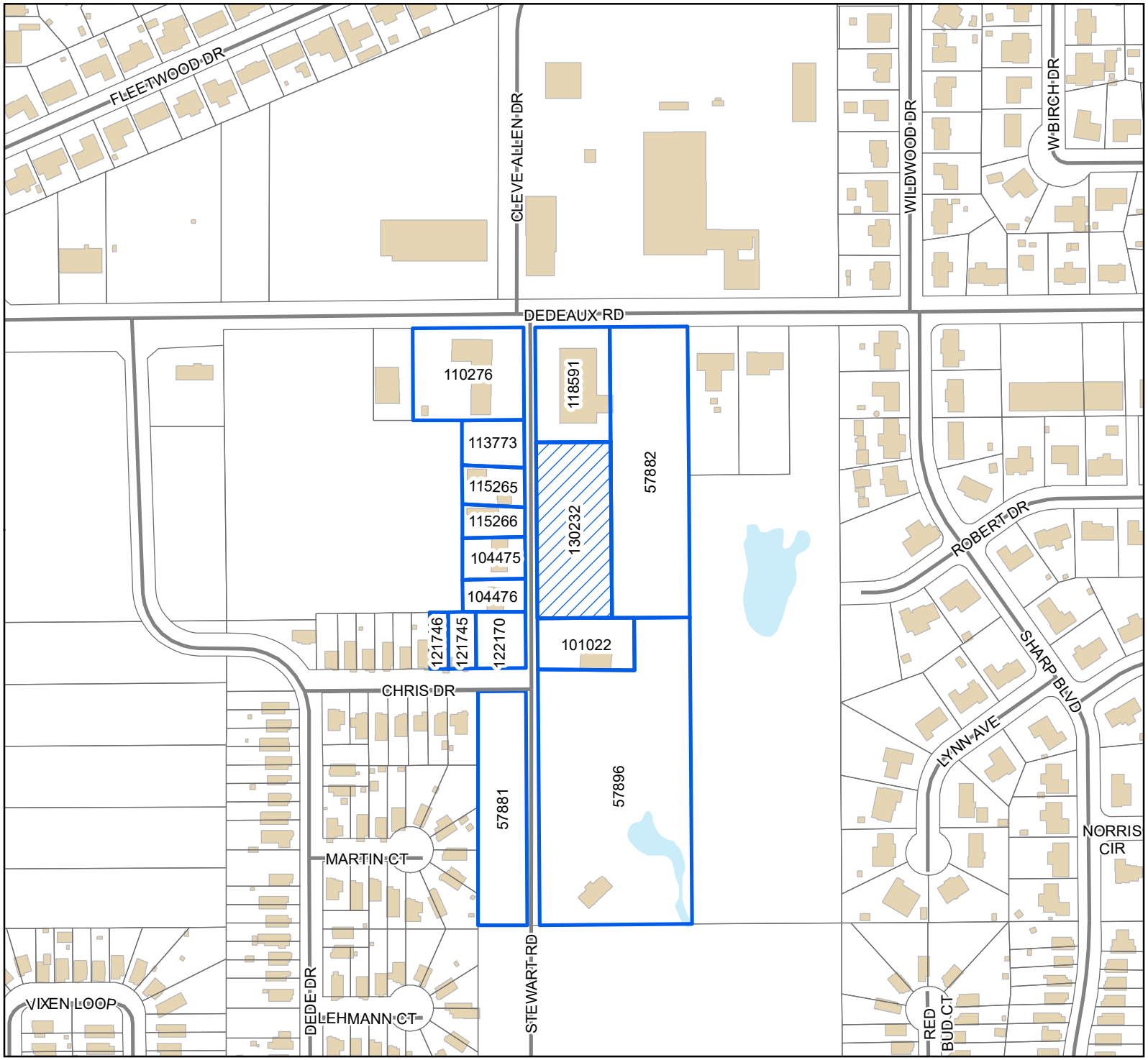
STATE OF MISSISSIPPI
RYAN BOUDREAUX
NOTARY PUBLIC
ID No. 104308
Comm. Expires
October 9, 2017
JACKSON COUNTY

Unofficial

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			STEVIE BUSH(OWNER)	15181 OBERLIN AVE	GULFPORT	MS	39503
			JOSH FLEMING(AGENT)	1402 PASS ROAD	GULFPORT	MS	39501
			Adjacent Property Owners(2308PC099)				
	118591	0908M-01-004.001	GULF XPRESS LLC	13321 DEDEAUX RD	GULFPORT	MS	39503
	57882	0908M-01-004.000	PRINCE INVESTMENTS LP	P O BOX 27	PHILADELPHIA	MS	39350
	104475	0908M-01-005.002	STEWART ALICE NEWMAN	17155 TILLEY LANE	GULFPORT	MS	39503
	57896	0908M-01-016.000	DANIELS KELLY	11142 STEWART RD	GULFPORT	MS	39503
	101022	0908M-01-016.001	ANDERSON WALLACE S & KATHY E	11188 STEWART RD	GULFPORT	MS	39503
	115266	0908M-01-005.007	STEWART ANNA L	17155 TILLEY LN	GULFPORT	MS	39503
	121745	0908M-01-017.076	SIMMONS TONY R & PORTIA R	13352 CHRIS DR	GULFPORT	MS	39503
	57881	0908M-01-015.000	TNC ASSOCIATES LLC	P O BOX 951	SLIDELL	LA	70459
	104476	0908M-01-005.003	STEWART HAROLD D & PATRICIA ANN	23241 MEAUT RD	PASS CHRISTIAN	MS	39571
	121746	0908M-01-017.077	CREIGHTON AMERY J	PO BOX 511	SAUCIER	MS	39574
	130232	0908M-01-004.002	BUSH STEVIE	310 ABBEY CT APT B9	BILOXI	MS	39531

2308PC099

Zoning Map Amendment



Legend

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

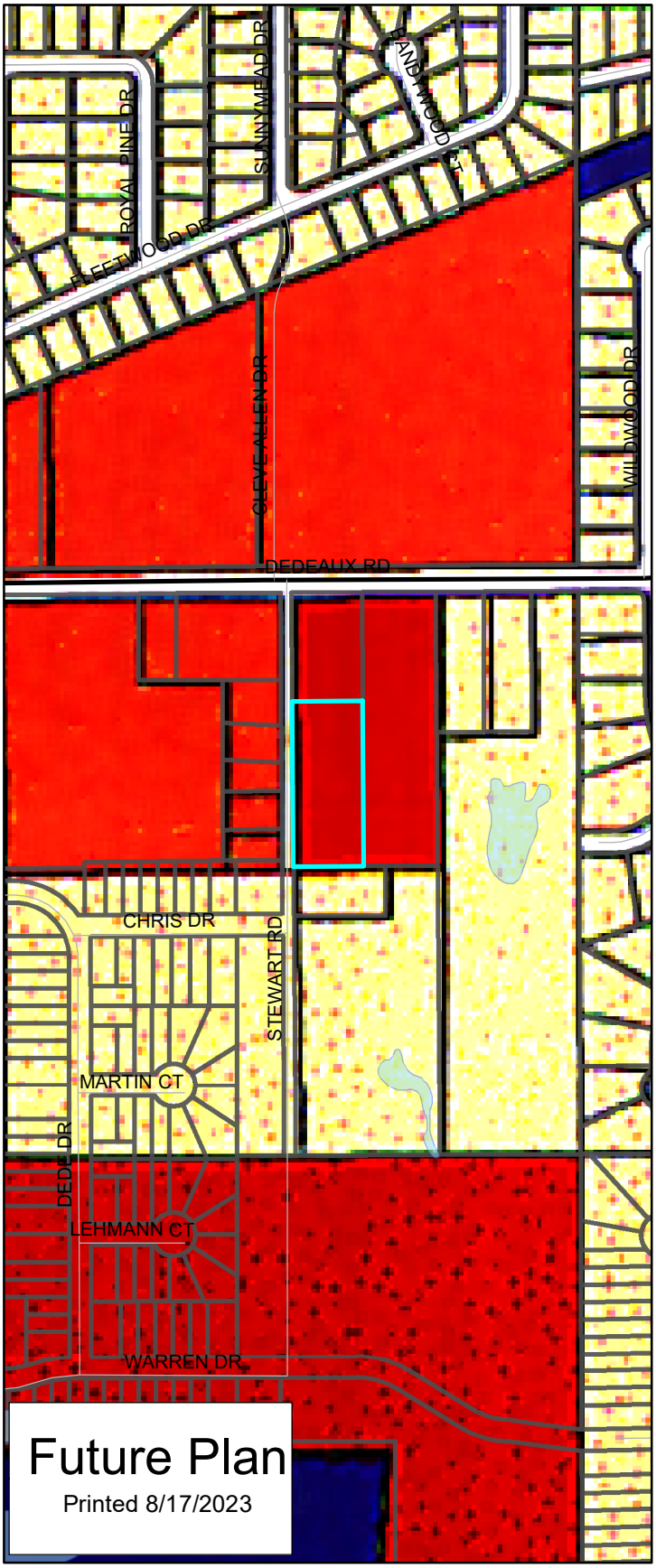
0 40 80 120

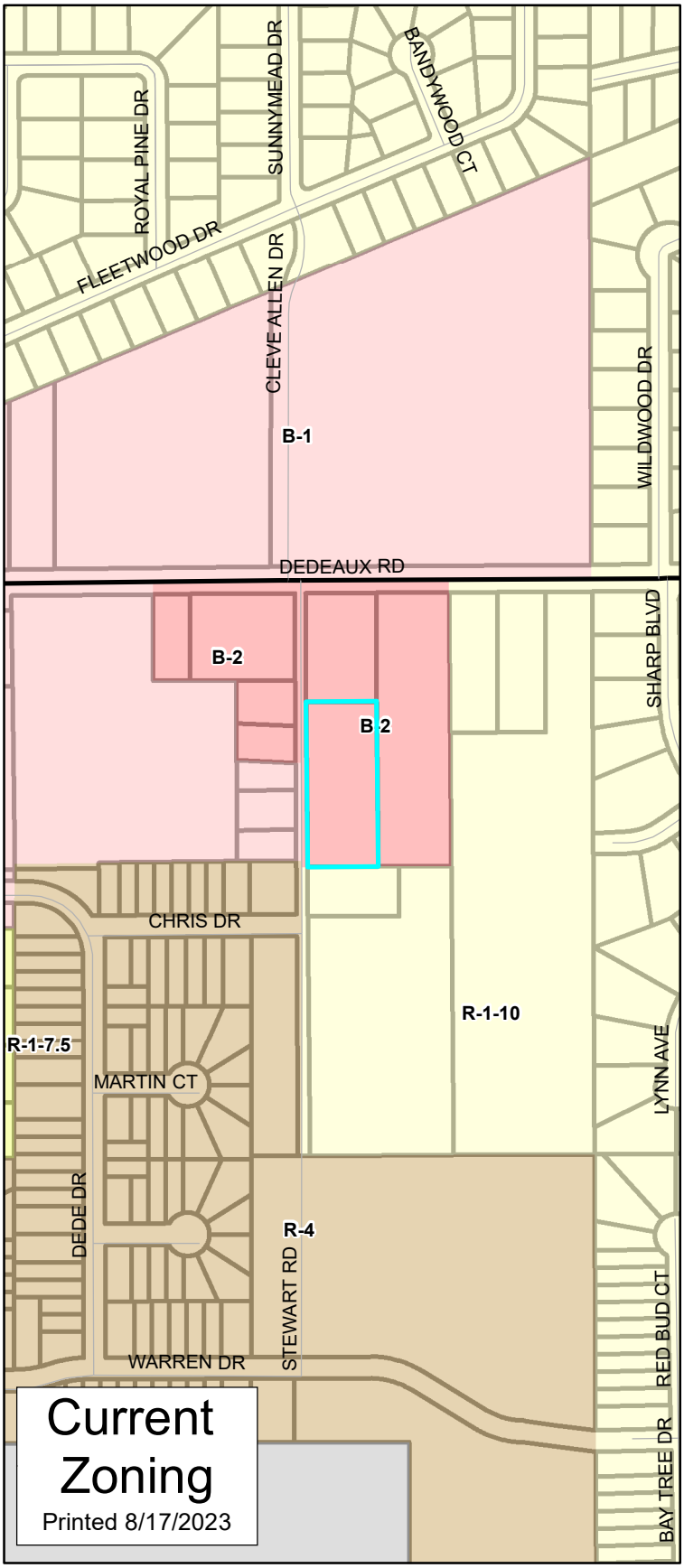
Yards

1 inch = 300 feet

N
W E
S

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





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1 inch = 400 feet

Minor Arterial
Minor/Residential
WaterFeatures
Parcels

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RE: Zoning Map Amendment 2308PC099, by agent Josh Fleming/Elliott Homes LLC, Requesting to rezone Tax Parcel 0908M-01-004.002 from B-2 (General Business) to R-4 (Multi-family residence district), Stewart Road, Ward 5

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, August 24, 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, August 24, 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.

McCLATCHY

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
33468	452408	Print Legal Ad-IPL01342620 - IPL0134262		$77.50	2	46 L

Attention: JESSICA VERSIGA

GULFPORT CITY HALL
1410 24 TH AVENUE
GULFPORT, MS 39501

jversiga@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, August 24, 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.

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.

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
General Plan 2308PC091, by agent Kenneth Jones, Tax Parcel 1009N-01-004.000, seeking approval of a General Plan for a 102-lot townhouse subdivision with 5-out parcels, (The Island Townhomes) located on East Taylor Road, Zoned R-2 (Single-family), Ward 5

Zoning Map Amendment 2308PC093, by agent Travis B. Anderson, Requesting to rezone Tax Parcel 0809B-01-009.000 from I-2 (Heavy Industry district), to B-2 (General Business), Three Rivers Road, Ward 5

Zoning Map Amendment 2308PC099, by agent Josh Fleming/Elliott Homes LLC, Requesting to rezone Tax Parcel 0908M-01-004.002 from B-2 (General Business) to R-4 (Multi-family residence district), Stewart Road, Ward 5

Zoning Map Amendment 2308PC104, by agent Heinrich & Associates, requesting to rezone Tax Parcel 0810K-01-005.002 from I-1(Light Industry) to I-2(Heavy Industry), 3420 Giles Rd, Ward 3

This the 2nd day of August 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0134262
Aug 6 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:
08/06/23

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 7th day of August 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.

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

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: August 24, 2023

Re: **Zoning Map Amendment 2308PC104:**

Zoning Map Amendment 2308PC104, by agent Heinrich & Associates, requesting to rezone Tax Parcel 0810K-01-005.002 from I-1(Light Industry) to I-2(Heavy Industry), 3420 Giles Rd, Ward 3

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2308PC104

Hearing Date: August 24, 2023

Current Zoning/Use: I-1 / Light industry districts

Legal: Zoning Map Amendment 2308PC104, by agent Heinrich & Associates, requesting to rezone Tax Parcel 0810K-01-005.002 from I-1(Light Industry) to I-2(Heavy Industry), 3420 Giles Rd, Ward 3

TECHNICAL DETAILS

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

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

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

The applicant requests to rezone approximately 4.9 acres of property from I-1 (Light industry) to an I-2 (Heavy industrial) zone. Currently, the property is vacant. The applicant will discuss proposed plans if the zone change is successful.

According to the City's 2002 Comprehensive Plan, this area was intended to stay light industry in the future land use plan. Specifically meaning, the existing use of a boat manufacture or similar light industry was intended to stay in this area. A site visit was conducted by the planning staff and the staff found that the surrounding area consist of mixed uses such as; single-family homes (at least 300 feet away) and businesses (GCP Laboratories, ALL-Phase Electric Supply Co., North American Ace Moving & Storage Co, Inc., Habitat for Humanity Office, Southern Pipe & Supply, and Lowe's).

The applicant has chosen public need as justification for change of the current zoning district:

1. The owner feels that "there was a mistake made when the City zoned the parcel to the northwest B-2, which created spot zoning."
2. Need is addressed by the applicant as this expansion would be "contiguous with an existing I-2 to the north. This zone change will allow additional growth for the north parcel." The

applicant states that the character of the neighborhood "will be consistent with property already zoned I-2 located to the north. Granting this zoning change will have no effect to the surrounding neighborhood.

3. Need is not addressed by the applicant.

EXECUTIVE SUMMARY

The future plan of the City's growth indicated that continuing with industrial use in this area was in the future. The rezoning of this parcel would be in harmony with the surrounding area. Further, existing businesses with-in this area are frequently uses in Industrial zones. A site visit was conducted by the planning staff and the staff found that the surrounding area consist of mixed uses such as; single-family homes (at least 300 feet away) and businesses (GCP Laboratories, ALL-Phase Electric Supply Co., North American Ace Moving & Storage Co, Inc., Habitat for Humanity Office, Southern Pipe & Supply, and Lowe's). The proposed use would be in harmony with the existing neighborhood.

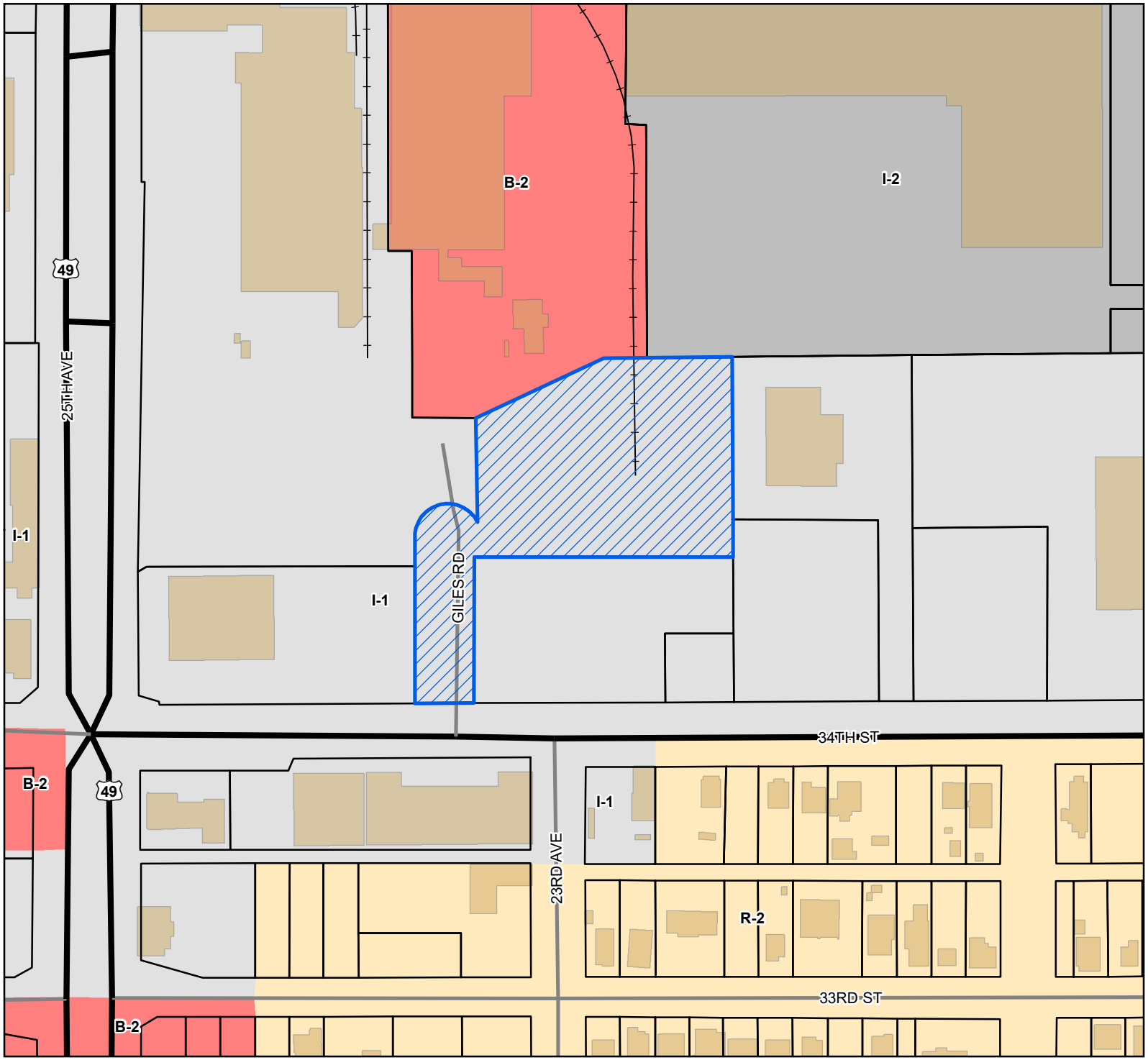
DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Holmes
Director of Urban Development Department

2308PC104

Zoning Map Amendment



Site
US or State Highway
Street
Railroad
Parcels
Buildings

Zoning

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

Site Information

0810K-01-005.002
Zoning: I-1 (Light industry)
Size: 2.83 acres
Flood: X

0 30 60 90
Yards

1 inch = 200 feet

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

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

For Staff Use Only

Case File #: 2308PC104

Date Received: 7/6/2023

Receipt #:

Received By:

Zoning: I-1

Ward: 3 Flood: X

Size: 4.9 acres

Property Information

TAX PARCEL # 0810K-01-005.002

(If necessary, use separate sheet of paper)

Address of Property Involved: 3420 GILES RD.; GULFPORT MS 39501

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

General Location: INT. OF 34TH ST. AND GILES RD. (SEE ATTACHED)

GENERAL DESCRIPTION OF REQUEST:

THE REQUEST IS TO REZONE THE SUBJECT PARCEL FROM I-1 TO I-2 MAKING IT CONTIGUOUS WITH THE I-2 ZONING TO THE NORTH.

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

H & H ENTERPRISES, LLC
Printed Name Of Owner

10356 SHORECREST RD.
Mailing Address

BILOXI MS 39532
City State Zip code

228-380-9631
Home Phone Work/Cell Phone

handhentllc@aol.com
Email

Signature Of Owner

AGENT

HEINRICH & ASSOCIATES
Printed Name Of Agent

1806 23RD AVE., STE B
Mailing Address

GULFPORT MS 39501
City State Zip code

228-896-6768
Home Phone Work/Cell Phone

bobby.h@heinrichassociates.net
Email

Signature Of Agent

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

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

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

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

NAME OF OWNER (PRINT) RHONDA HERRINGTON

ADDRESS (STREET, CITY, STATE, ZIP CODE 10356 SHORECREST RD. BILOXI MS 39532

PHONE # (H) 228-380-9631 (W) _____

TAX PARCEL NUMBER(S) OWNED 0810K-01-005.002

SIGNATURE: Rhonda Herrington

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: HEINRICH & ASSOCIATES 228-896-6768

H & H Enterprises, LLC
10356 Shorecrest Rd.
Biloxi, MS 39532

July 5, 2023

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

RE: **Agent Letter for**
H & H Enterprises, LLC
Tax Parcel No. 0810K-01-005.002
Gulfport, Mississippi

To Whom It May Concern:

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

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

Sincerely,

Notary

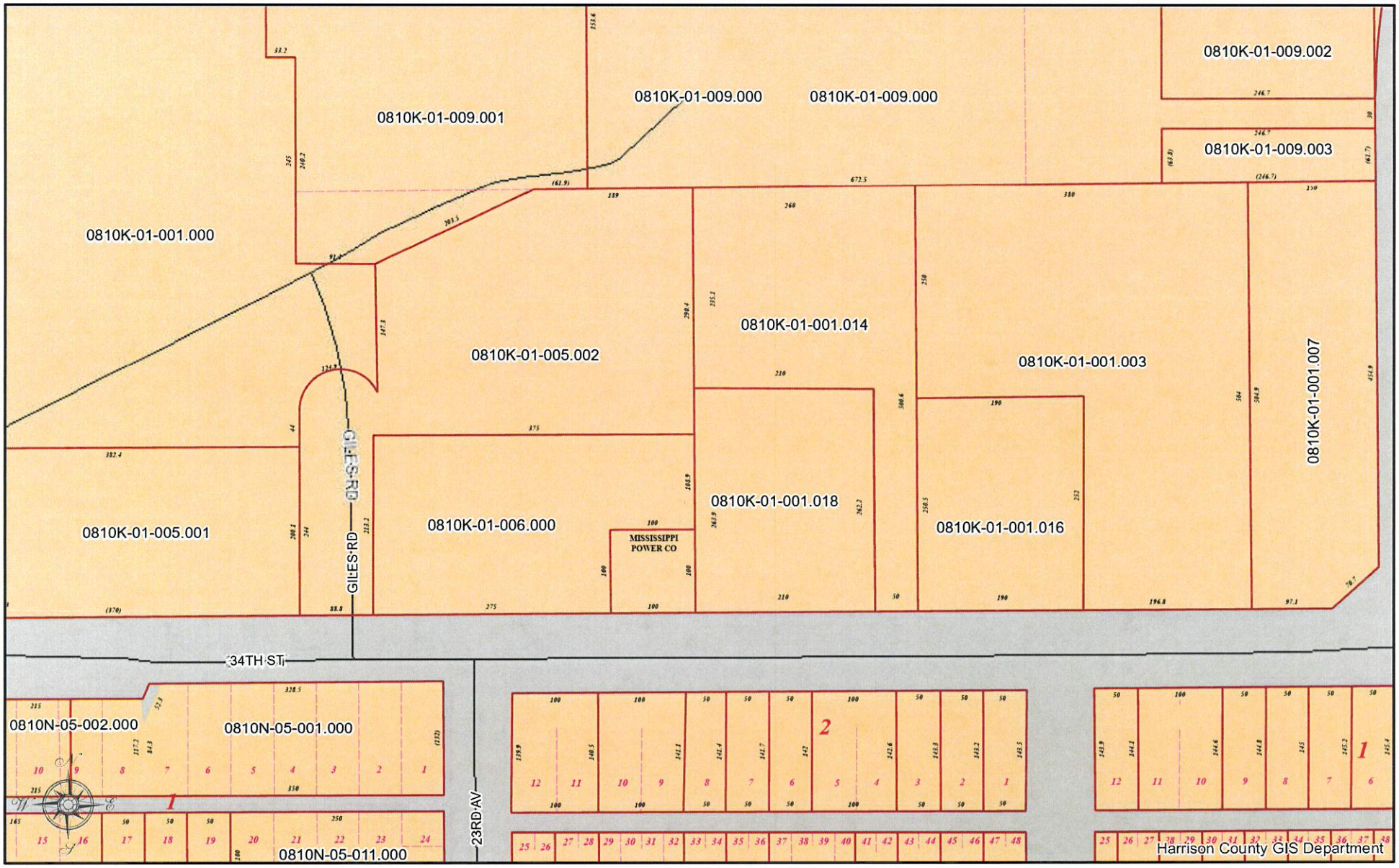
My Commission Expires: 03/08/27

MELANIE LAMB
Commission Expires
03-08-2027
NOTARY
PUBLIC
ID 314359
Hancock County
STATE OF MISSISSIPPI

Tax Rolls - Real Property

2022 Landroll Information				
H & H ENTERPRISES LLC 10356 SHORECREST RD BILOXI, MS 39532 **Physical Street Address:** 3420 GILES RD				
Parcel #:	**PPIN**	**Tax District**	**Homestead Exp.**	**Judicial Dist.**
0810K-01-005.002	104521	4G		1
Supervisor District:		**Subdivision:**		
4				
Exemption Code				
Non-Exempt				
Section	**Township**	**Range**		
33	07	11		
Instrument Number(s)				
2007-0003885-D-J1, 1660/0170, 1330/0164, 1187/0050				
Acres	**Land Value**	**Improvements**	**Total Value**	**Assessed Value**
0	112700	0	112700	16906 0 / 16905
Legal Description				
2.8 AC(C) BEG 66 FT N & 1656.8 FT W OF SE COR OF NE1/4 OF SEC 33 ON N MAR OF 34TH ST N 213.2 FT E 375 FT N 290.3 FT W 189.1 FT S 65 DGS W 203.6 FT S 147.3 FT TO N MAR OF A CUL-DE-SAC WLY & SLY ALONG CURVE 121.2 FT S 247.9 FT TO 34TH ST E ALONG RD 88.8 FT TO POB PART OF S 1/2 OF NE1/4 OF SEC 33-7-11				

My Map



HARRISON COUNTY, MISSISSIPPI

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

MAP DATE: July 5, 2023

0 190 380

Feet

SUPPLEMENTAL INFORMATION for RE-ZONING from I-1 TO I-2

Located at 34th St. and Giles Rd.,
City of Gulfport, First Judicial District of Harrison County, Mississippi

Tax Parcel No's: 0810K-01-005.002

Interest:

The official names and addresses of the applicant for this application are as follows:

H & H Enterprises, LLC
10356 Shorecrest Rd.
Biloxi, MS 39532
(228) 380-9631

The official name and address of the applicant's agent for this application is as follows:

Heinrich & Associates, LLC
1806 23rd Ave., Ste B
Gulfport, MS 39501
228-896-6768

The subject property is currently zoned I-1 per the Official Zoning Map of the City of Gulfport. It is generally located at 34th St. and Giles Rd., Gulfport, MS. The request is to rezone the subject parcel from I-1 to I-2 which will allow the vacant property to be contiguous with the existing I-2 property to the north.

1. **Change in Conditions:**

The subject parcel is vacant and is contiguous with an existing I-2 zoned parcel to the north. This connection with the north parcel will extend the I-2 zoning and connect to 34th St. through Giles Rd. This zoning change will allow continuation of existing I-2 zoning and allowing growth within the current zoning. Also, this zoning change will not be spot zoning.

2. **Increase in Need for Sites:**

The subject parcel is contiguous with an existing I-2 zoning to the north. This zone change will allow additional growth for the north parcel.

3. **Development Schedule:**

Future plans will be discussed if the zone change is successful.

4. **Effects of Amendment:**

The proposed zoning will be consistent with property already zoned I-2 located to the north. Granting this zoning change will have no effect to the surrounding neighborhood.

5. **Error:**

The owner feels that there was a mistake made when the City zoned the parcel to the northwest B-2, which created spot zoning.

6. **Site Plan:**

A site plan will be attached to the application and will be presented at the City meetings.

HEINRICH & ASSOCIATES

RESIDENTIAL & COMMERCIAL DESIGN

July 6, 2023

To Whom It May Concern:

As stated in the Agent Letter for H & H Enterprises, LLC, Robert Heinrich is authorized to act as agent on behalf of H & H Enterprises.

This letter is also to clarify that the names under Officers and Directors, "Ira S Herrington" and "Steve Herrington" are in fact the same person. The "S" after Ira stands for Steve.

Listed under Registered Agent, James L Davis, at 1904 24th Ave, Po Box 1839, Gulfport, MS., 39502, has no ownership or interest in H & H Enterprises. Mr. Davis is a practicing attorney here in Gulfport and is the attorney that Mr. Herrington used for facilitating paperwork related to this.

I acknowledge all of the above to be true as stated on this date, the 6th of July, 2023.

Please contact me if there are any questions involving this at all at 228-896-6768, as a contact for Heinrich & Associates.

Melanie Lamb

Signature

Melanie Lamb, Heinrich + Associates

Notary

Yvonne Cowart

My Commission Expires:

Jan 20, 2025

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

1806 23rd Avenue, Suite B • Gulfport, MS 39501
(228) 896-6768 • www.heinrichassociates.net

H & H ENTERPRISES, L.L.C.

User Actions

View Filed Documents Opt-in or Opt-out of Email updates Print Business Details

Name History

Name	Name Type
H & H ENTERPRISES, L.L.C.	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	700628
Status:	Good Standing
Effective Date:	04/09/2001
State of Incorporation:	Mississippi
Principal Office Address:	14500 CRESOTE ROAD GULFPORT, MS 39503

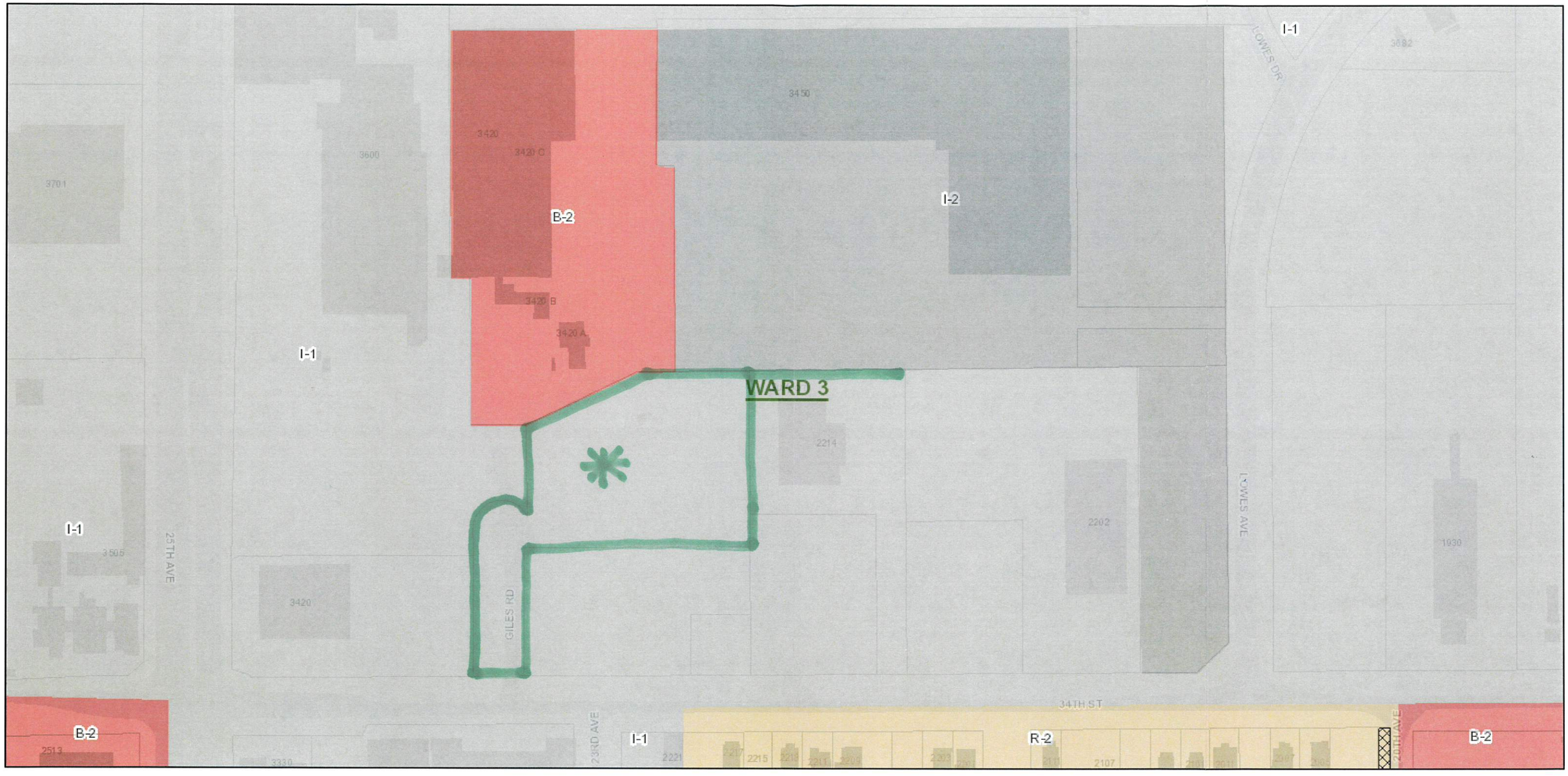
Registered Agent

Name
JAMES L DAVIS
1904 24TH AVENUE, P O BOX 1839
GULFPORT, MS 39502

Officers & Directors

Name	Title
Ira S Herrington 10356 Shorecrest Road BILOXI, MS 39532	Member
STEVE HERRINGTON 10356 Shorecrest Road Biloxi, MS 39532	Other

Gulfport Online Atlas



July 5, 2023

- Hybrid Zones
- Hybrid
- Wards
- Government Property

Smart Code - Appendix D

- CS - Community Service District
- SD - Special District
- T1 - Natural Zone
- T2 - Rural Zone
- T3 - SFR Zone
- T4L - Limited Commercial Zone
- T4+ - Commercial Zone
- T5 - Heavy Commercial Zone
- T6 - Urban Core/Downtown

Hybrid Code - Appendix A

- CS - Community Service District
- SD - Special District
- T1 - Natural Zone
- T2 - Rural Zone
- T3 - SFR Zone
- T4L - Limited Commercial Zone
- T4+ - Commercial Zone
- T5 - Heavy Commercial Zone
- T6 - Urban Core/Downtown

1:2,257

0 0.0275 0.055 0.11 mi

0 0.0425 0.085 0.17 km

City of Gulfport GIS Department

SITE PLAN

Gulfport GIS

City of Gulfport GIS Department | Harrison County Geographic Information Services Department |

MARGINAL NOTATION FORM

Indexed	X07-000985-0-J1	Book	0	Page	0

HARRISON COUNTY, MS Clerk's Office

Honorable JOHN MCADAMS

Instrument Type	Instrument#	Book	Page	Lot/SubDivision	Date	Deputy Clerk
DEED BOOK		2805	47			

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

1st Judicial District
Instrument 2007 3885 D -J1
Filed/Recorded 4 11 2007 3 44 P
Total Fees 12.00
4 Pages Recorded

ENTERED ON COMPUTER

TRUSTEE'S DEED

WHEREAS, **GULFPORT TIRE RECYCLING CENTER, INC.**, executed that certain Deed of Trust to **MARK C. ORGLER**, Trustee for **GILES CHEMICAL CORPORATION, INC., A North Carolina corporation**, Beneficiary, which Deed of Trust is dated February 2, 2004, and which is recorded in Instrument Number 2004 2251 T-J1, in the records of Mortgages and Deeds of Trust on Land in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi; and

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

A parcel of land located in the Northeast quarter of Section 33, Township 7 South, Range 11 West, City of Gulfport, Harrison County, Mississippi, described more particularly as follows:

Commencing at the Southeast corner of the Northeast quarter, Section 33, Township 7 South, Range 11 West, City of Gulfport, Harrison County, Mississippi; then run North along the East line of said Section 33 a distance of 60.0 feet to a concrete monument; then run Westerly and parallel to the South line of the Northeast quarter of Section 33 a distance of 1656.81 feet to the point of beginning; thence run North 00 degrees 04 minutes East a distance of 213.16 feet; thence run South 89 degrees 46 minutes East a distance of 375.0 feet; thence run North 00 degrees 04 minutes East a distance of 290.4 feet; thence run North 89 degrees 46 minutes West a distance of 189.0 feet; thence run South 66 degrees 04 minutes 25 seconds West a distance of 203.52 feet; thence run South 00 degrees 04 minutes West a distance of 147.30 feet to a point on the arch of a curve whose radius is 50 feet; thence run northerly and westerly along the arch of the curve whose radius is 50 feet a distance of 124.9 feet to the point of tangency of said curve; thence run South 00 degrees 14 minutes 18 seconds East a distance of 243.95 feet to a point on the north line of 34th Street; thence run North 89 degrees 34 minutes 18 seconds East a distance of 88.79 feet to the point of beginning. And also described as: All of Giles Subdivision, a subdivision of the City of Gulfport, First Judicial District of Harrison County, Mississippi.

AND MORE PARTICULARLY DESCRIBED AS:

Commencing at the Southeast corner of the Northeast ¼ of Section 33, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi; thence run North 66.0 feet along the East line of said Section 33; then run Westerly 1656.81 feet and parallel to the South line of the Northeast ¼ of Section 33 to the Point of Beginning of the parcel herein described; thence run North 00 degrees 07 minutes 55 seconds East 213.16 feet; thence run South 89 degrees 43 minutes 03 seconds East 374.96 feet; thence run North 00 degrees 05 minutes 42 seconds East 290.31 feet; thence run North 89 degrees 46 minutes 04 seconds West 189.15 feet; thence run South 65 degrees 52 minutes 00 seconds West 203.62 feet; thence run South 00 degrees 07 minutes

UNOFFICIAL COPY

55 seconds West 147.30 feet to a point on a curve concave to the south, having a radius of 50.00 feet; thence run westerly 121.21 feet along said curve and through an angle of 138 degrees 54 minutes 07 seconds to a point being South 74 degrees 45 minutes 10 seconds West 93.64 feet from the aforementioned point; thence run South 00 degrees 12 minutes 52 seconds East 247.88 feet to a point on the northerly margin of 34th Street; thence run North 89 degrees 34 minutes 18 seconds East 88.79 feet along the northerly margin of 34th Street to the Point of Beginning; according to survey of J. Michael Cassady, PLS, dated November 26, 2003, a copy of which is attached hereto and made a part hereof.

WHEREAS, default has been made in the terms and conditions of the said Deed of Trust and the entire debt secured thereby having been declared to be due and payable in accordance with the terms and conditions of said Deed of Trust, and the legal holder of said indebtedness, **GILES CHEMICAL CORPORATION, INC.**, having requested the undersigned Trustee to execute the trust and sell said land and property in accordance with the terms and conditions of said Deed of Trust for the purpose of raising sums due thereunder, together with the attorney's fees and expenses of sale.

WHEREAS, the undersigned Trustee, in accordance with the terms and conditions of the aforesaid Deed of Trust and the laws of the State of Mississippi, did advertise said sale in **The Sun Herald**, a newspaper published and having general circulation in the City of Gulfport, Mississippi, and throughout Harrison County, Mississippi, on the following dates: March 14, 2007; March 21, 2007; March 28, 2007; and April 4, 2007; and by posting on the 14th day of March, 2007, a true and correct copy of said notice on the bulletin board of the County Courthouse of the First Judicial District of Harrison County, Mississippi; and

WHEREAS, on the 5th day of April, 2007, at the East front door of the County Courthouse for the First Judicial District of Harrison County, Mississippi, between the hours of 11:00 A.M. and 4:00 P.M., I, the undersigned Trustee, did offer for sale at public outcry and did sell to the highest and best bidder for cash the above referenced property; and

WHEREAS, the undersigned Trustee offered the aforesaid property for sale at public outcry as set forth above and there appeared **H & H ENTERPRISES, LLC**, bidding the sum of $197,606.90 for all the above described property, which was the highest and best bid received and said property was struck off and sold to **H & H ENTERPRISES, LLC**, for said amount and **H & H ENTERPRISES, LLC,** was declared the purchaser thereof; and

NOW THEREFORE, for and consideration of the premises and the sum of $197,606.90, cash in hand paid, the receipt of which is hereby acknowledged, I do hereby sell and convey unto **H &**

Un-Official

H ENTERPRISES, LLC, all of the above described property, conveying only such title as vested in me as such Trustee.

WITNESS MY SIGNATURE this the 9th day of April, 2007.

MARK C. ORGLER, TRUSTEE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named, **Mark C. Orgler**, who acknowledged to and before me that he signed and delivered the above and foregoing instrument as his free and voluntary act and deed on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 9th day of April, 2007.

CELESTE HAMMOND, HARRISON COUNTY NOTARY PUBLIC
My Commission Expires March 23, 2011

NOTARY PUBLIC
Celeste Hammond

ADDRESS OF GRANTOR:
15487 OAK LANE DRIVE, SUITE 200-I
GULFPORT, MS 39503
228-832-8550

ADDRESS OF GRANTEE:
102 COMMERCE STREET
WAYNESVILLE, NC 28786
828-400-0604

THIS INSTRUMENT PREPARED BY AND RETURN TO:
MARK C. ORGLER, Esq.
SCHWARTZ, ORGLER & JORDAN, PLLC
15487 Oak Lane Drive, Suite 200-I
GULFPORT, MS 39503
228-832-8550
Our File #061670

Index: NE 1/4 of Sec. 33, T73, R11W.

Unofficial

PROOF OF PUBLICATION

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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

Vol. 123 No., 162 dated 14 day of March, 20 07
Vol. 123 No., 169 dated 21 day of March, 20 07
Vol. 123 No., 176 dated 28 day of March, 20 07
Vol. 123 No., 183 dated 4 day of April, 20 07
Vol. _____ No., _____ dated _____ day of _____, 20 ____
Vol. _____ No., _____ dated _____ day of _____, 20 ____
Vol. _____ No., _____ dated _____ day of _____, 20 ____

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

APR 5 2007 Casey Pearson
Clerk

Sworn to and subscribed before me this 5 day of April, A.D., 20 07

KANDI A. BERKLEY
Notary Public, State of Mississippi
Harrison County
My Commission Expires
April 05, 2010

Kandi Berkley
Notary Public

Printer's Fee ..... $ _____

Furnishing proof of publication ..... $ _____

TOTAL..... _____

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

WHEREAS, GULFPORT TIRE RECYCLING CENTER, INC., executed that certain Deed of Trust to MARK C. ORGLER, Trustee for GILES CHEMICAL CORPORATION, INC., A North Carolina corporation, beneficiary, which Deed of Trust is dated February 2, 2004 and which is recorded as instrument Number 2004 2251 T-J1, in the records of Mortgages and Deeds of Trust on Land in the office of the Chancery Clerk of the Harrison County, Mississippi; and WHEREAS, the Deed of Trust covers the following described land and property situated in Harrison County, Mississippi, and more particularly described as follows, to-wit: A parcel of land located in the Northeast quarter of Section 33, Township 7 South, Range 11 West, City of Gulfport, Harrison County, Mississippi, described more particularly as follows: Commencing at the Southeast corner of the Northeast quarter, Section 33, Township 7 South, Range 11 West, City of Gulfport, Harrison County, Mississippi; then run North along the East line of said Section 33 a distance of 60.0 feet to a concrete monument; then run Westerly and parallel to the South line of the Northeast quarter of Section 33; a distance of 1656.81 feet to the point of beginning; thence run North 00 degrees 04 minutes East a distance of 213.16 feet; thence run South 89 degrees 46 minutes East a distance of 375.0 feet; thence run North 00 degrees 04 minutes East a distance of 290.4 feet; thence run North 89 degrees 46 minutes West a distance of 189.0 feet; thence run South 86 degrees 04 minutes 25 seconds West a distance of 203.52 feet; thence run South 00 degrees 04 minutes West a distance of 147.30 feet to a point on the arch of a curve whose radius is 50 feet; thence run northerly and westerly along the arch of the curve whose radius is 50 feet a distance of 124.9 feet to the point of tangency of said curve; thence run South 00 degrees 14 minutes 18 seconds East a distance of 243.95 feet to a point on the north line of 34th Street; thence run North 89 degrees 34 minutes 18 seconds East a distance of 88.79 feet to the point of beginning. And also described as: All of Giles Subdivision, a subdivision of the City of Gulfport, First Judicial District of Harrison County, Mississippi. AND MORE PARTICULARLY DESCRIBED AS: Commencing at the Southeast corner of the Northeast quarter of Section 33, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi; thence run North 66.0 feet along the East line of said Section 33; then run Westerly 1656.81 feet and parallel to the South line of the Northeast quarter of Section 33 to the Point of Beginning of the parcel herein described; thence run North 00 degrees 07 minutes 55 seconds East 218.16 feet; thence run South 89 degrees 43 minutes 03 seconds East 374.96 feet; thence run North 00 degrees 05 minutes 42 seconds East 290.31 feet; thence run North 89 degrees 46 minutes 04 seconds West 189.15 feet; thence run South 65 degrees 52 minutes 00 seconds West 203.62 feet; thence run South 00 degrees 07 minutes 55 seconds West 147.30 feet to a point on a curve concave to the south; having a radius of 50.00 feet; thence run westerly 121.21 feet along said curve and through an angle of 138 degrees 54 minutes 07 seconds to a point being South 74 degrees 45 minutes 10 seconds West 93.64 feet from the aforementioned point; thence run South 00 degrees 12 minutes 52 seconds East 247.88 feet to a point on the North line of 34th Street; thence run North 89 degrees 34 minutes 18 seconds East 88.79 feet along the northerly margin of 34th Street to the Point of Beginning; according to survey of J. Michael Cassady, PLS, dated November 26, 2003, a copy of which is attached hereto and made a part hereof. WHEREAS, default has been made in the terms and conditions of the said Deed of Trust and the entire debt secured thereby having been declared to be due and payable in accordance with the terms and conditions of said Deed of Trust, and the legal holder of said indebtedness; GILES CHEMICAL CORPORATION, INC., A North Carolina corporation, having requested the undersigned Trustee to execute the trust and sell said land and property in accordance with the terms and conditions of said Deed of Trust for the purpose of raising sums due thereunder, together with the attorney's fees and expenses of sale. NOW THEREFORE, the undersigned Trustee pursuant to such authority and at the request so made, does hereby give notice that he will sell during the legal hours (between the hours of 11:00 o'clock A.M. and 4:00 o'clock P.M.) on the 5th day of April, 2007, at the County Courthouse for Harrison County, Mississippi, City of Gulfport, Mississippi, to the highest and best bidder for cash, the above described land and property. TITLE TO THE ABOVE described land and property is believed to be good, but I will convey only such title as is vested in me as such Trustee. WITNESS MY SIGNATURE, on this the 8th day of March, 2007.

MARK C. ORGLER, TRUSTEE

Publication Dates: March 14, 2007; March 21, 2007; March 28, 2007; and April 4, 2007

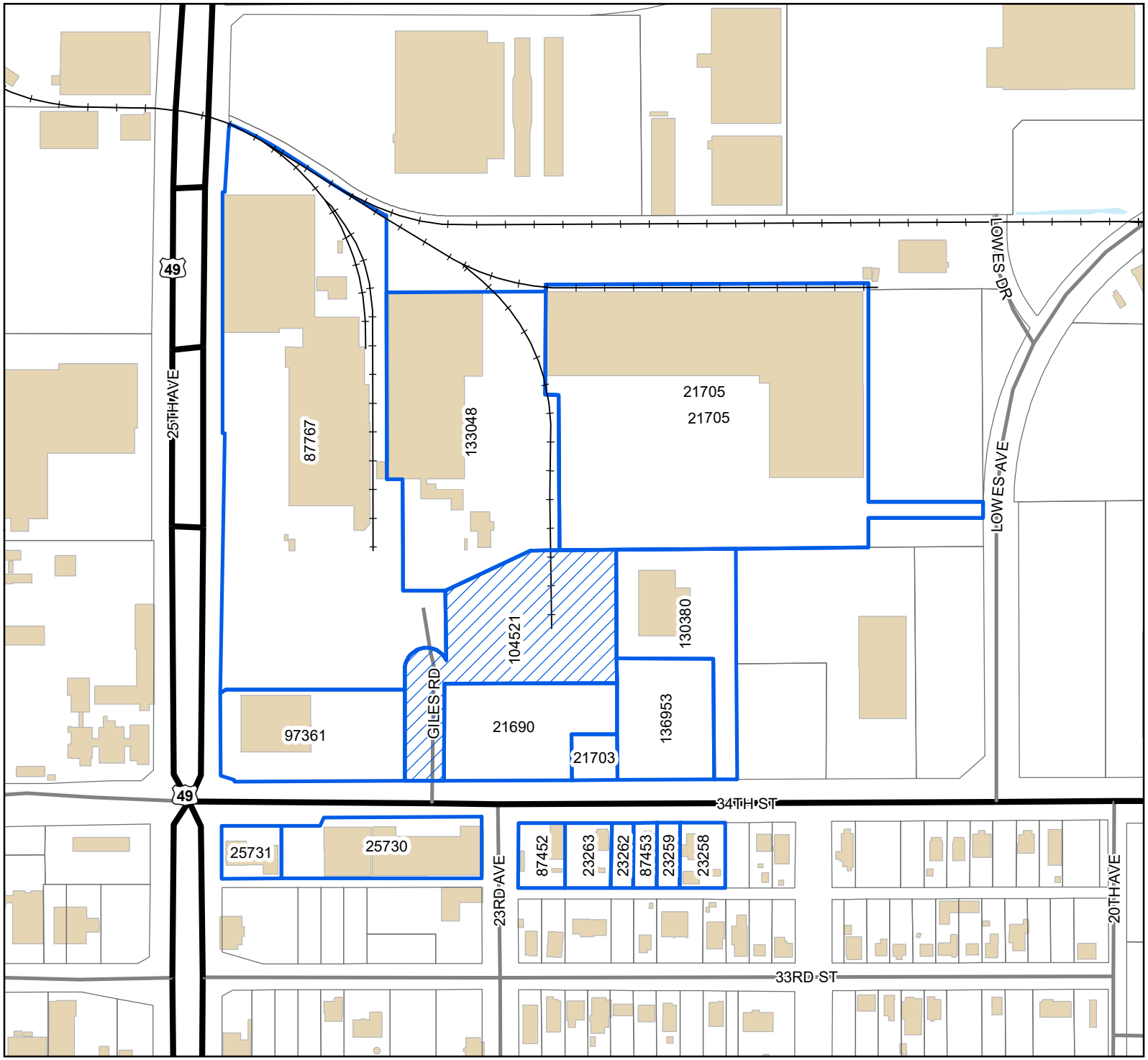
THIS INSTRUMENT PREPARED BY AND RETURN TO: MARK C. ORGLER, Esq.
SCHWARTZ, ORGLER & JORDAN, PLLC
15487 Oak Lane Drive, Suite 200-I
GULFPORT, MS 39503
228-832-8550
Our File #061670
H8,adv14,21,28,4,4wed
#142565

Unofficial

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			H&H ENTERPRISES, LLC(OWNER)	10356 SHORECREST RD	BILOXI	MS	39532
			HEINRICH & ASSOCIATES(AGENT)	1806 23RD AVE	GULFPORT	MS	39501
			Adjacent Property Owners				
	133048	0810K-01-009.001	PCP INVESTORS LLC	521 LONG LAKE DRIVE	PENSACOLA	FL	32506
	87767	0810K-01-001.000	3600 REALTY LLC	1650 63RD STREET	BROOKLYN	NY	11204
	23259	0810N-01-114.000	EQUITY TRUST CO CUST FBO Z085239	45 HARDY CT STE #103	GULFPORT	MS	39507
	87453	0810N-01-113.000	MAY DARRELL E	307 MARY DR	GULFPORT	MS	39503
	97361	0810K-01-005.001	GULF SOUTH HOSPITALITY INC	57 SHORELINE LN	GULFPORT	MS	39503
	87452	0810N-01-110.000	ALLEN TRACY	1400 MILL RD, UNIT 31	GULFPORT	MS	39501
	21690	0810K-01-006.000	SMITH FLOYD J	P O BOX 2009	GULFPORT	MS	39505
	23263	0810N-01-111.000	HARRIEN L B	2232 33RD ST	GULFPORT	MS	39501
	23258	0810N-01-115.000	BLP MANAGEMENT LLC	2209 34TH ST	GULFPORT	MS	39501
	130380	0810K-01-001.014	HABITAT FOR HUMANITY OF MGC	2214 34TH ST	GULFPORT	MS	39501
	21705	0810K-01-009.000	3450 GILES ROAD LLC	1650 63RD STREET	BROOKLYN	NY	11204
	25731	0810N-05-002.000	SS&N GROUP LLC	224 KINGSBRIDGE RD	MADISON	MS	39110
	25730	0810N-05-001.000	ACE MOVING & STORAGE CO INC	2400 34TH ST	GULFPORT	MS	39501

2308PC104

Zoning Map Amendment



Legend

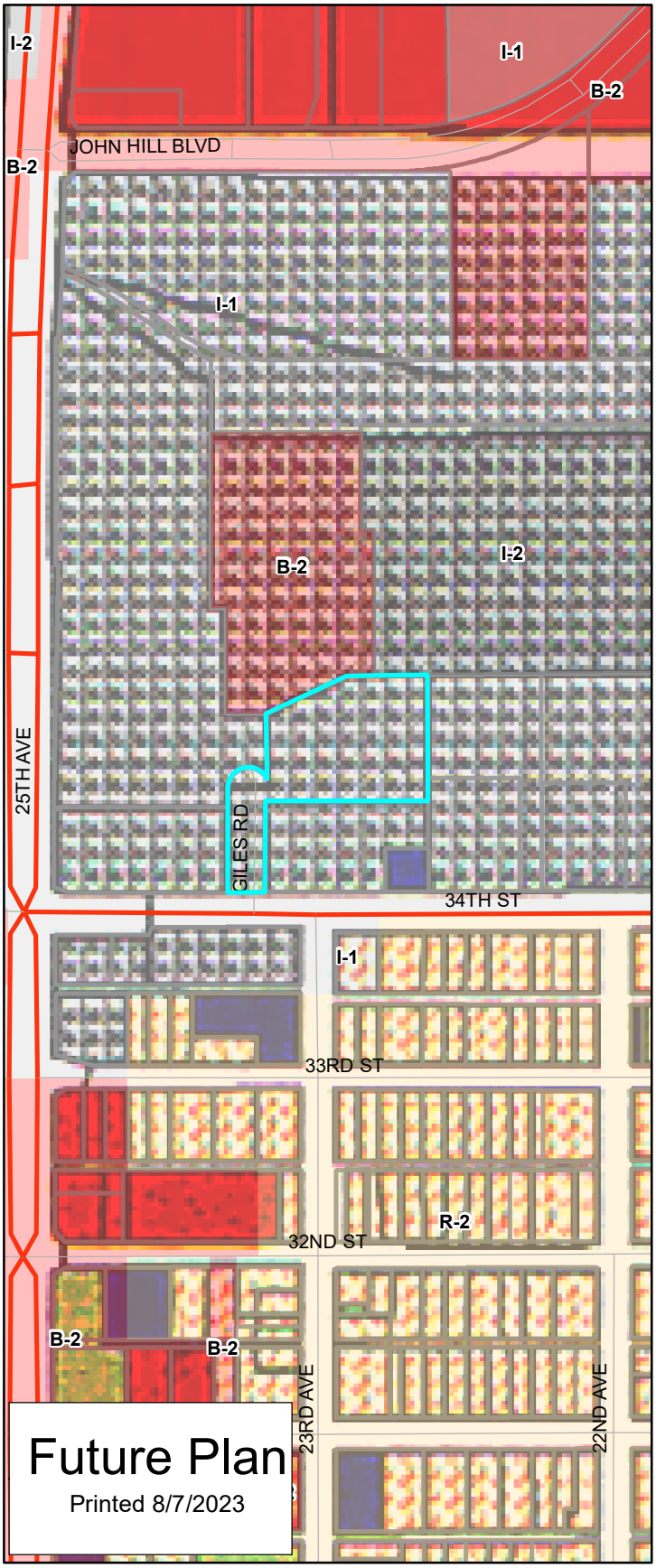
- Site
- Adjacent Properties
- US or State Highway
- Street
- Railroad
- Buildings
- Water Features

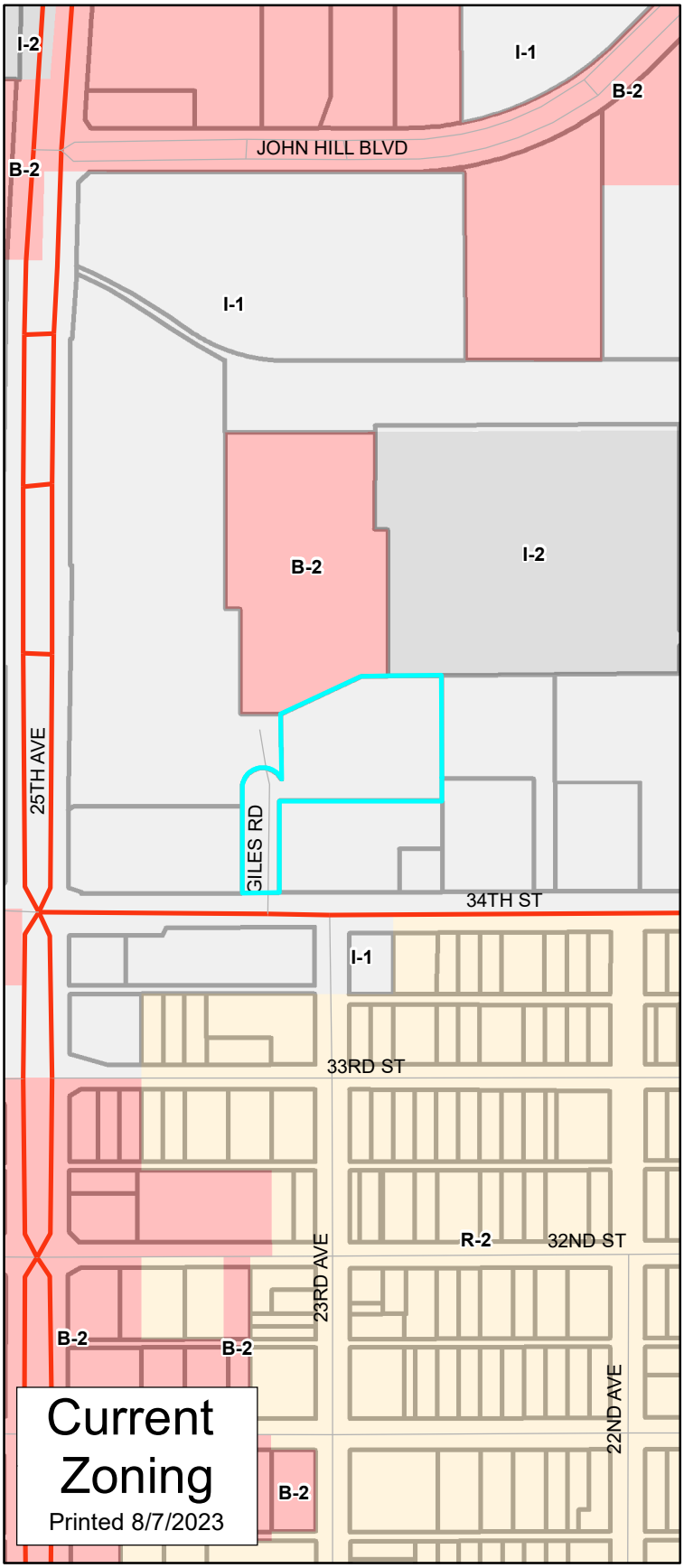
0 40 80 120
Yards

1 inch = 300 feet

N
W E
S

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





N
W E
S

1 inch = 400 feet

Principal Arterial
Minor/Residential
Parcels

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 2308PC104, by agent Heinrich & Associates, requesting to rezone Tax Parcel 0810K-01-005.002 from I-1(Light Industry) to I-2(Heavy Industry), 3420 Giles Rd, Ward 3

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, August 24, 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, August 24, 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.

McCLATCHY

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
33468	452408	Print Legal Ad-IPL01342620 - IPL0134262		$77.50	2	46 L

Attention: JESSICA VERSIGA

GULFPORT CITY HALL
1410 24 TH AVENUE
GULFPORT, MS 39501

jversiga@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, August 24, 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.

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.

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
General Plan 2308PC091, by agent Kenneth Jones, Tax Parcel 1009N-01-004.000, seeking approval of a General Plan for a 102-lot townhouse subdivision with 5-out parcels, (The Island Townhomes) located on East Taylor Road, Zoned R-2 (Single-family), Ward 5

Zoning Map Amendment 2308PC093, by agent Travis B. Anderson, Requesting to rezone Tax Parcel 0809B-01-009.000 from I-2 (Heavy Industry district), to B-2 (General Business), Three Rivers Road, Ward 5

Zoning Map Amendment 2308PC099, by agent Josh Fleming/Elliott Homes LLC, Requesting to rezone Tax Parcel 0908M-01-004.002 from B-2 (General Business) to R-4 (Multi-family residence district), Stewart Road, Ward 5

Zoning Map Amendment 2308PC104, by agent Heinrich & Associates, requesting to rezone Tax Parcel 0810K-01-005.002 from I-1(Light Industry) to I-2(Heavy Industry), 3420 Giles Rd, Ward 3

This the 2nd day of August 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0134262
Aug 6 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:
08/06/23

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 7th day of August 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.

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

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