

AGENDA

GULFPORT CITY ARCHITECTURAL REVIEW COMMITTEE MEETING

CITY HALL COUNCIL CHAMBERS

FRIDAY, SEPTEMBER 20, 2024 AT 3:00 PM

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

F1. If you are aggrieved by a vote of the Architectural Review Committee, see below.

Any person or any officer, department or agency of the City aggrieved by a decision of the Architectural Review Committee may, within fifteen (15) days thereafter, appeal therefore to the Gulfport City Council by submitting to the Department of Urban Development – Planning Division a written notice of appeal specifying the decision from which the appeal is taken.

F2. Speaker Card

Please provide the completed card at the time you speak to the Architectural Review Committee. 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.

G. Adoption of Minutes

G1. Architectural Review Committee - DATE

H. Hearing of Cases

H1. Signs

1. Architectural Review Committee 2409ARC040;

Architectural Review Committee 2409ARC040, by agent Kerri Little, seeking approval for a new freestanding ground sign, Tax Parcel 0807P-01-023.002, 13111 Three Rivers Road, Zoned B-2 (General-Business), Ward 6

2. Architectural Review Committee 2409ARC043;

Architectural Review Committee 2409ARC043, by owner Awad Mohamed, seeking approval for a new freestanding ground sign, Tax Parcel 0711J-04-010.000, 1104 Broad Ave, Zoned T4+ (General Urban Zone "Plus"), Ward 1

3. Architectural Review Committee 2409ARC044;

Architectural Review Committee 2409ARC044, by owner Matt Bowers, seeking approval for a new freestanding ground sign, Tax Parcel 1008M-04-003.002, 11485 Dedeaux Rd, Zoned B-2 (General-Business), Ward 6

H2. Architectural Review Committee Permits

1. Architectural Review Committee 2409ARC041;

Architectural Review Committee 2409ARC041, by owner Mississippi Power, seeking approval to deviate from landscape requirements, Tax Parcel 0811K-04-038.000, 2992 West Beach Blvd, Zoned T6 (Urban Core Zone), Ward 2

2. Architectural Review Committee 2409ARC042;(Postponed to October Meeting by Applicant)

Architectural Review Committee 2409ARC042, by agent Jalen Coarza, seeking approval to deviate from landscaping requirements and landscaped island requirements, Tax Parcel 1010F-02-034.001, Zoned T5 (Urban Center Zone), Ward 4

I. Reports

J. Unfinished Business

K. Other Business

L. Adjournment

MINUTES

GULFPORT ARCHITECTURAL REVIEW COMMITTEE MEETING

Thursday, August 8, 2024 3:00 P.M.

City Council Chambers

- A. **Prayer**: The ARC Board led a prayer.
- B. **Pledge of Allegiance**: The Pledge of Allegiance was recited.
- C. **Call to Order**: The meeting of the ARC board was called to order at 3:01 P.M..
- D. **Determination of a Quorum**: A Roll Call was conducted and a quorum was determined.

BOARD MEMBERS PRESENT:

KENNY MCNAIR
DANIELLE COTTON
BRENT FRENCH
LEE PALERMO
JOHNNY OLSEN

BOARD MEMBERS ABSENT:

STAFF MEMBERS PRESENT

SU-LIN FEATHERSTON
SAMUEL SWEETING
BRYCE CLUGH

COURT REPORTER:

E. Confirmation of Agenda:

F. Approval of Minutes:

Motion by Mrs. Cotton and seconded by Mr. Olsen to approve Minutes of the **July 11, 2024**, ARC Committee meeting was carried unanimously.

G. Hearing of cases:

G1. The declaration of appeal process was read by the Chairman of the Architectural Review Committee: Any person or any officer, department, or agency of the city aggrieved by any decision of the Architectural Review Committee may confirm by filing a written notice of appeal within fifteen (15) calendar days after the date of the Architectural Review Committee hearing. 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. This Architectural Review Committee notice of appeal shall be forwarded as part of the record with the record and decision from the Architectural Review Committee to the Planning Commission. The Planning Commission shall make a final decision based upon the record as submitted. No new evidence may be presented at the meeting. Please contact this office for further details on the appeal process.

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

G3. Routine Agenda:

1. Architectural Review 2408ARC037:

Architectural Review Committee 2408ARC037, by owner Gregory Lebaugh, seeking approval for metal siding for an accessory structure, Tax Parcels 0807M-03-030.000, 0807M-03-031.000, 15408 Woody Drive, Zoned R-1-10 (Single-family), Ward 7

Speaking for the Petition: Gregory LeBaugh

Speaking against the Petition: None

Motion: Mr. Olsen – to approve the applicant’s requests

Second: Mrs. Cotton

Lee Palermo	- Chairman
Kenny McNair	- Yea
Danielle Cotton	- Yea
Brent French	- Yea
Johnny Olsen	- Yea

Action: Motion Carried unanimously

2. Architectural Review 2408ARC038:

Architectural Review Committee 2408ARC038, by agent Mark Lishen, seeking approval for metal siding and to deviate from landscaping requirements, Tax Parcel 0809P-02-001.000, 14035 Airport Road, Zoned I-1 (Light Industry), Ward 3

Speaking for the Petition: Mark Lishen

Speaking against the Petition: None

Other: Louie Williams

Motion: Mrs. Cotton

Second: Mr. Olsen

Lee Palermo	- Chairman
Kenny McNair	- Yea
Danielle Cotton	- Yea
Brent French	- Recused Self
Johnny Olsen	- Yea

Action: Motion Carried unanimously

3. Architectural Review 2408ARC039:

Architectural Review Committee 2408ARC039, Architectural Review Committee 2408ARC039, by agent John K. Olsen Jr, seeking approval for proposed St. James Master Plan for improvement stage, Tax Parcels 1010N-05-083.000, 1010N-05-024.000, 1010N-05-025.000, 1010N-05-026.000, 366 Cowan Rd, 2005 St. James Blvd, 2007 St. James Blvd, 2009 St. James Blvd, Zoned T4+ (General Urban Zone "Plus"), R-1-7.5 (Single-Family), Ward 2

Speaking for the Petition: Johnny Olsen

Speaking against the Petition: None

Motion: Mrs. Cotton – to approve as present with condition that requirements are met at a later date

Second: Mr. McNair

Lee Palermo	- Chairman
Kenny McNair	-Yea
Danielle Cotton	- Yea
Brent French	- Yea
Johnny Olsen	- Recused Self to present case

Action: Motion Carried unanimously

Adjournment:

Motion by **Mrs. Cotton** to adjourn the meeting was seconded by **Mr. McNair** and carried unanimously. The meeting adjourned at **3:23 P.M. .**

THESE MINUTES WERE APPROVED BY A VOTE OF THE ARCHITECTURAL REVIEW COMMITTEE.

Danielle Cotton, Secretary

Date: _____



URBAN DEVELOPMENT DEPARTMENT | PLANNING & ZONING

PO BOX 1780 | GULFPORT, MS | 1410 24TH AVENUE

P: 228.868.5710 | F: 228.868.5708 | PLANNERS@GULFPORT-MS.GOV

ARCHITECTURAL REVIEW COMMITTEE CASE # 2024-903

Hearing Date: Friday, September 20, 2024

Signs



URBAN DEVELOPMENT DEPARTMENT | PLANNING & ZONING

PO BOX 1780 | GULFPORT, MS | 1410 24TH AVENUE

P: 228.868.5710 | F: 228.868.5708 | PLANNERS@GULFPORT-MS.GOV

ARCHITECTURAL REVIEW COMMITTEE CASE # 2024-833

Hearing Date: Friday, September 20, 2024

Architectural Review Committee 2409ARC040; Architectural Review Committee 2409ARC040, by agent Kerri Little, seeking approval for a new freestanding ground sign, Tax Parcel 0807P-01-023.002, 13111 Three Rivers Road, Zoned B-2 (General-Business), Ward 6

Technical Report

ARCHITECTURAL REVIEW COMMITTEE

GENERAL INFORMATION

Case File Number: 2409ARC040

Hearing Date: September 20, 2024

Current Zoning/Use: B-2 / Commercial Building

Legal: Architectural Review Committee 2409ARC040, by agent Kerri Little, seeking approval for a new freestanding ground sign, Tax Parcel 0807P-01-023.002, 13111 Three Rivers Road, Zoned B-2 (General-Business), Ward 6

TECHNICAL DETAILS

The applicant is seeking approval for the proposed freestanding ground sign. Upon staff review of the proposed sign, it meets the requirements for freestanding ground sign, according to Appendix A, Article IV. Sec 9, 103, b, 1-4:

- (1) All freestanding permanent signs, structures or poles shall be self-supporting structures erected on or permanently attached to concrete foundations or meet wind load requirements as specified in the building code, or any amendment thereto, adopted by the city.
- (2) Sign structure support pole(s) shall be wrapped with a masonry, stucco, stone and/or a similar synthetic material, from the ground level to a height not to exceed ten (10) feet above said ground level.
- (3) A decorative buttress shall be constructed at the ground/base level of the façade.
- (4) A decorative cap or crown shall be constructed at the top of the façade.

Any portion of the sign structure's support pole(s) between the façade and the display of the sign that is greater than ten (10) feet above ground level shall be finished with a stucco wrap or a textured paint.

EXECUTIVE SUMMARY

Applicant is seeking approval for their proposed new freestanding ground sign. Upon staff review of the proposed sign, it meets the required setbacks, and design standards required by the current sign ordinance.

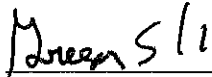
DEPARTMENTAL CONDITIONS

1. Approval allows for sign as proposed.

Technical Report
ARCHITECTURAL REVIEW COMMITTEE

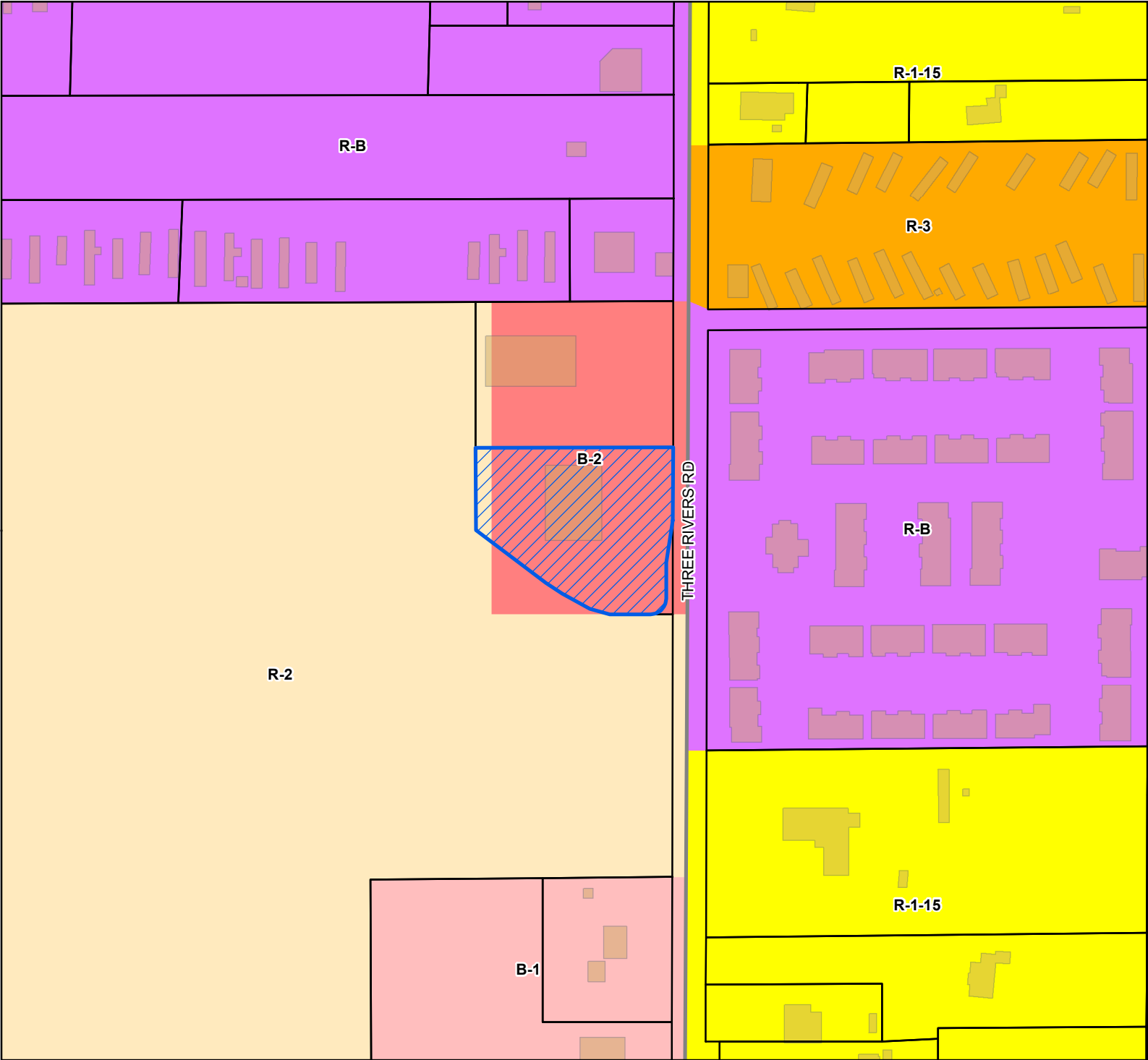
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Holmes

Director of Urban Development Department



Site
 Street
 Parcels
 Buildings
 City Limit

Zoning

- B-1 - Neighborhood Business District
- B-2 - General Business District
- R-1-15 - Single Family Residence District (Low Density)
- R-2 - Single Family Residence District (Medium Density)
- R-3 - General Residence (High Density)
- R-B - Residence-Business District

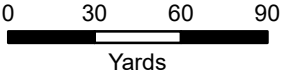
Site Information

0807P-01-023.002

Zoning: B-2 (General business)

Size: 1.3 acres

Flood: X



1 inch = 200 feet



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

OWNER:3 Rivers LLC

Printed Name of Owner

150 Bienville Drive,

Mailing Address

MadisonMS39110

City

State

Zip Code

AGENT:Munn Enterprises, Inc.-- Kerri McAlpin Little

Printed Name of Agent

7712 Highway 49 North

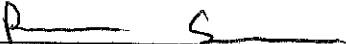
Mailing Address

HattiesburgMS39402

City

State

Zip Code

Name of Owner (PRINT) 3 Rivers LLCAddress (Street, City, State, Zip Code) 150 Bienville Drive, Madison, MS 39110Phone (Home) _____ (Work) 601.497.6938 (Cell) 601.994.4232Tax Parcel Number(s) Owned: 0807P-01-023.002Signature: **Name of Owner (PRINT)** _____

Address (Street, City, State, Zip Code) _____

Phone (Home) _____ (Work) _____ (Cell) _____

Tax Parcel Number(s) Owned: _____

Signature: _____

Name of Owner (PRINT) _____

Address (Street, City, State, Zip Code) _____

Phone (Home) _____ (Work) _____ (Cell) _____

Tax Parcel Number(s) Owned: _____

Signature: _____

3 Rivers, LLC
150 Bienville Drive
Madison, MS 39110

August 16, 2024

To Whom It May Concern:

I hereby authorize: Munn Enterprises, Inc.
7712 Highway 49 North
Hattiesburg, MS 39402
601.264.7446

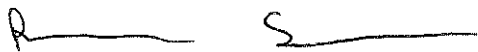
to act as the agent on our behalf for sign permits, variance, ARC
representation, and sign installation at the below address:

3 Rivers, LLC
150 Bienville Drive
Madison, MS 39110

Site Address: Texaco
13111 Three Rivers Road
Gulfport, MS 39501

We acknowledge that Munn Enterprises, Inc. will be the sign
installer for the business above at the above address listed by our
ownership as well as the authorized agent to apply for and pull
sign permits.

Sincerely,



Palwinder Singh

Lessee Owner Name: 3 Rivers, LLC

150 Bienville Drive
Madison, MS 39110

State of Mississippi
County of Madison

Subscribed and sworn to before me this 21st day of
August, 2024

Notary Public Julia Leigh Beecher

My Commission Expires
June 15, 2026





Covenant Affidavit

I, Palwinder Singh, being owner or agent of the property 13111 Three Rivers Road, Gulfport, MS
PRINT NAME DEED address of: 3 Rivers, LLC
150 Bienville Drive
Madison, MS 39110
PRIMARY ADDRESS OR PARCEL

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



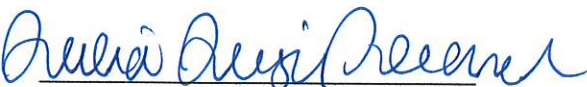
Signature

08/21/2024

Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 21st day of August, 2024



Notary Public



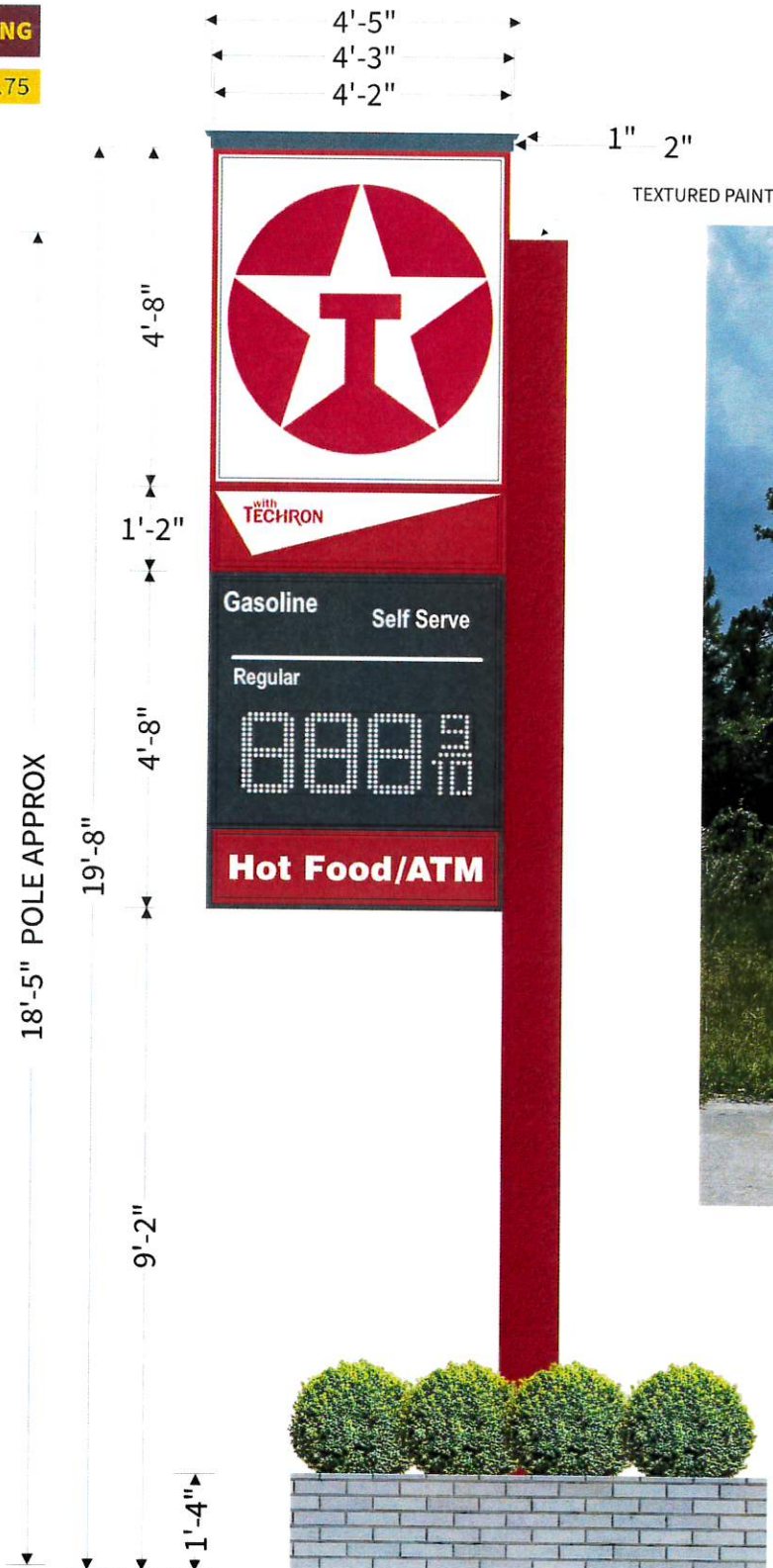
June 15, 2026

Commission Expiration

CONCEPT DRAWING

SQ FOOTAGE 43.75

FINAL
APPROVED
ARTWORK
CH/TB
07/12/2024



TEXTURED PAINT



- Remove Existing
Sign Furnish and Install
- (1) C45 ID Cabinet
 - (1) APC (TECHRON)
 - (1) C45 1 Product Face with White LED Digits & APC
 - New Pole with New Foundation and textured painted finish
 - Decorative crown

Brick Buttress with Landscaping by Customer

TEXCO RED 485 C TEXACO WARM GRAY PMS 2336 C WHITE
BLACK



Underwriters
Laboratories



This color sketch is provided as an example of color. There may be some color variation between printed ink and paint. For best color representation, please choose Pantone Matching System Colors for paint or print.

Kenny Patel - C45 Gulfport, MS Opt 2 R1



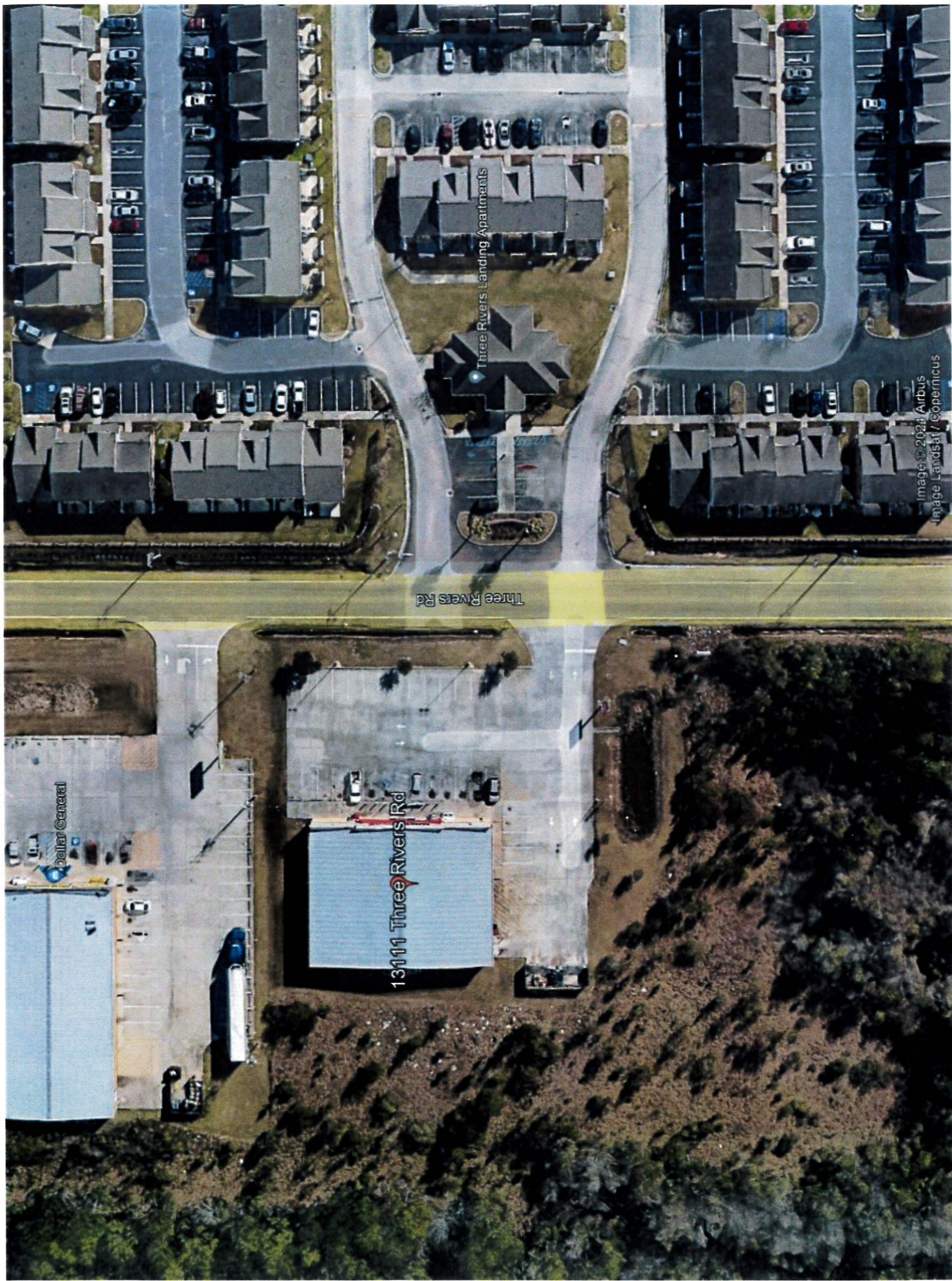
THIS CONCEPT IS SOLELY THE PROPERTY OF MUNN ENTERPRISES, INC., AND MAY NOT BE USED, REPRODUCED, COPIED, EXHIBITED, ALTERED, OR DISTRIBUTED IN ANY MANNER.

Be Bold in a Visual World
601.264.7446 • MunnEnterprises.com

CUSTOMER: Kenny Patel	CUSTOMER # KEN108	DATE: 07/03/2024
LOCATION: Gulfport, MS	PM: B.B. SALES: C.H.	PRIMARY DESIGNER: D. Schneider
REVISION: ADD TEXT TO APC.	CURRENT DESIGNER: T. Burch	

CUSTOMER

SIGN
HERE



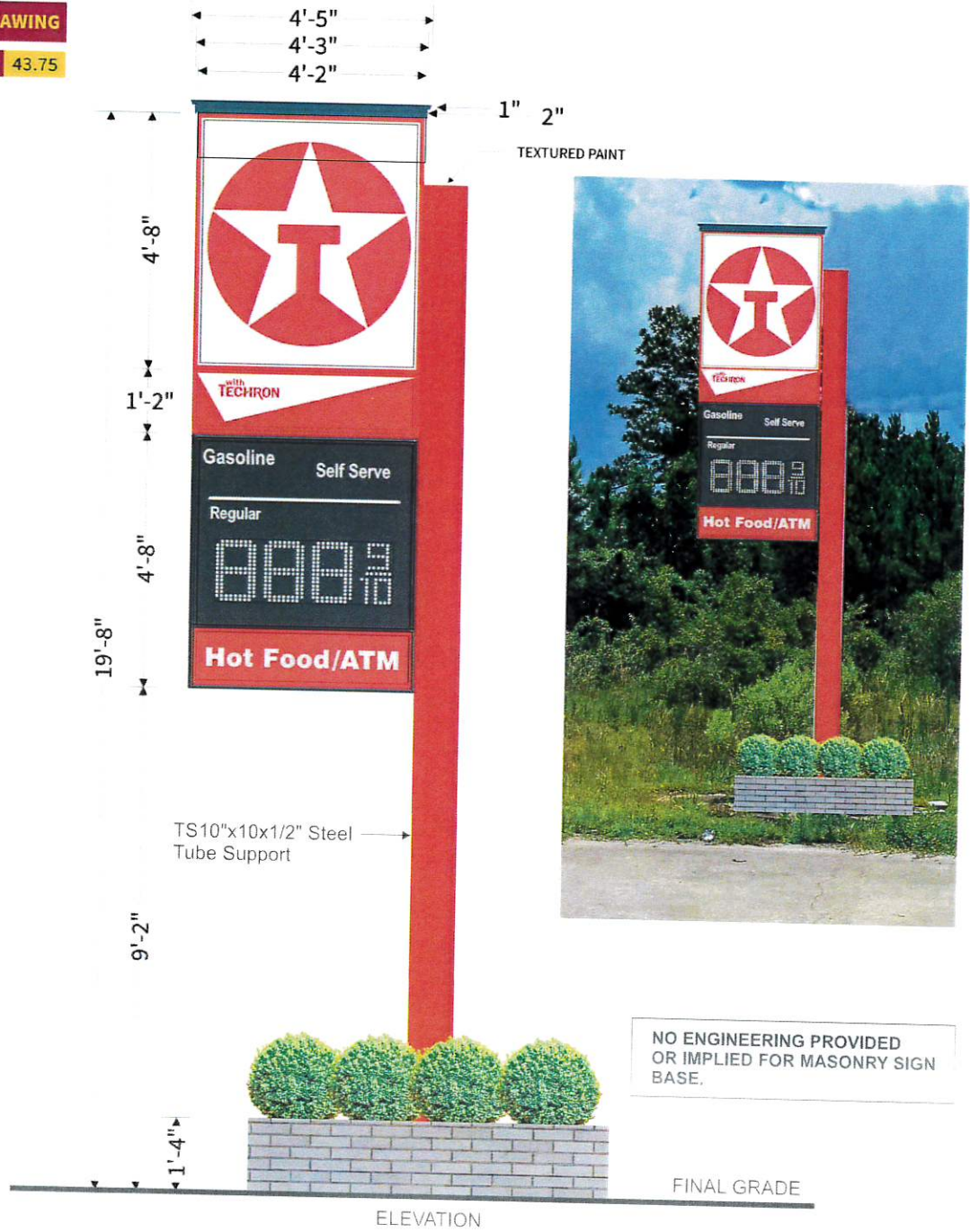


* existing to be removed

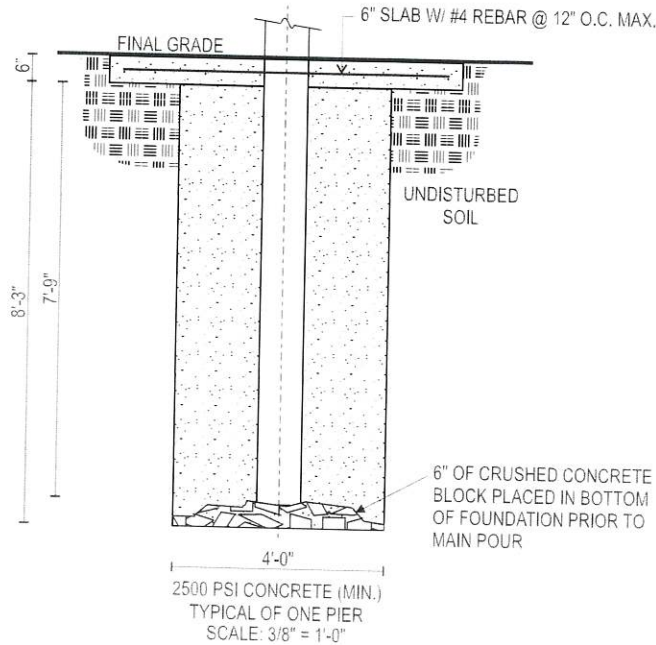
ME #: 67670

CONCEPT DRAWING

SQ FOOTAGE 43.75



NO ENGINEERING PROVIDED
OR IMPLIED FOR MASONRY SIGN
BASE.



M McFarland
Engineering

183 Edgewater Ct
Mocksville, NC 27028

Structural Sign Design
&
Engineering Services

Ph: (281) 813-7439
Email: sean@signstructures.com
Web: www.signstructures.com

TEXACO

Address: 13111 THREE RIVERS RD

City/State: GULFPORT MS

Client: MUNN ENTERPRISES

ENGINEERING OF
VERTICAL SUPPORT AND
FOUNDATION ONLY.
NO CABINET ENGINEERING
PROVIDED OR IMPLIED.

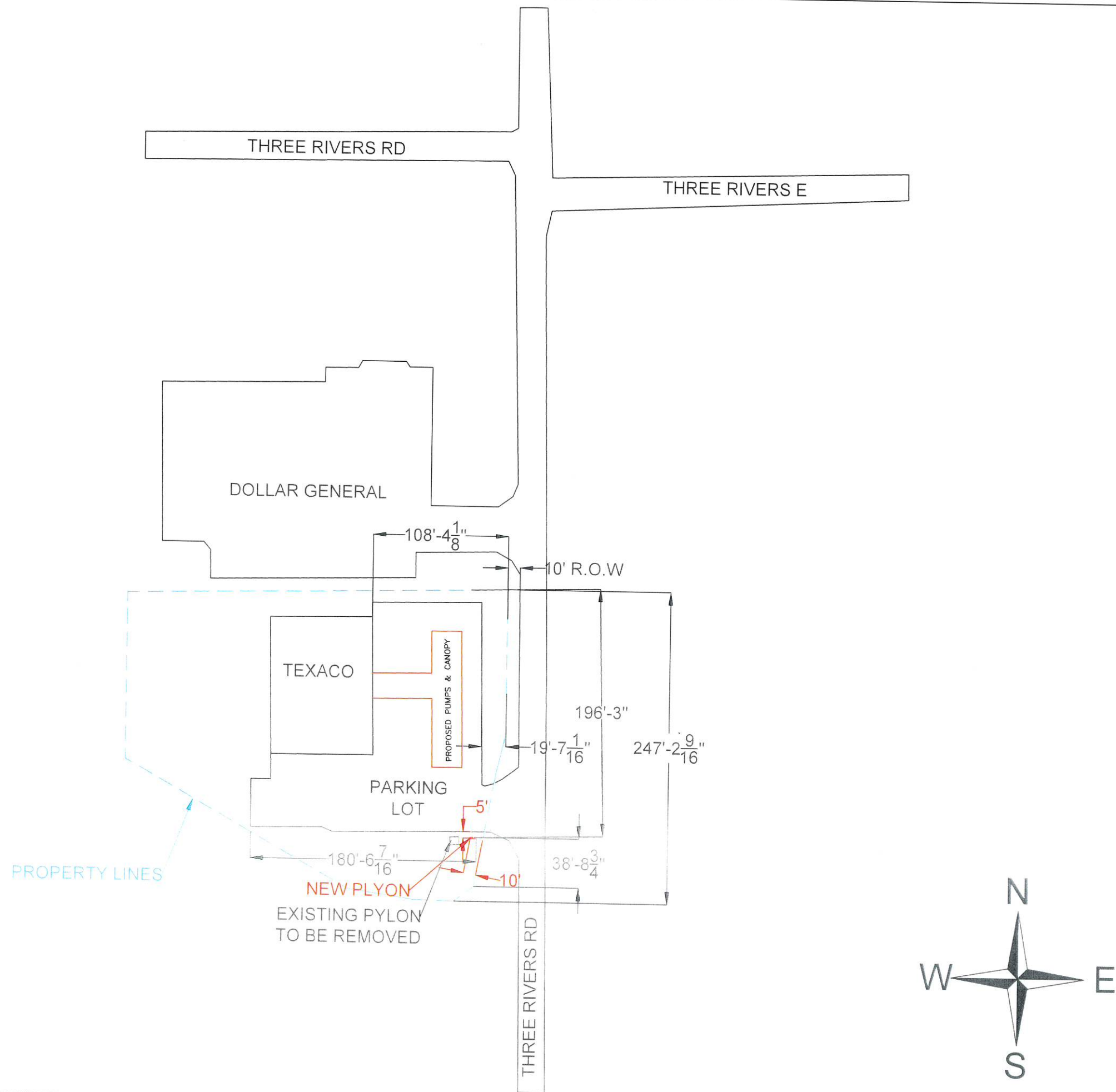
Initial Drawing: 1676701 DS

NC Firm Registration: F-1136
Mississippi License Number: 16187
Mississippi Expiration Date: 12/31/24

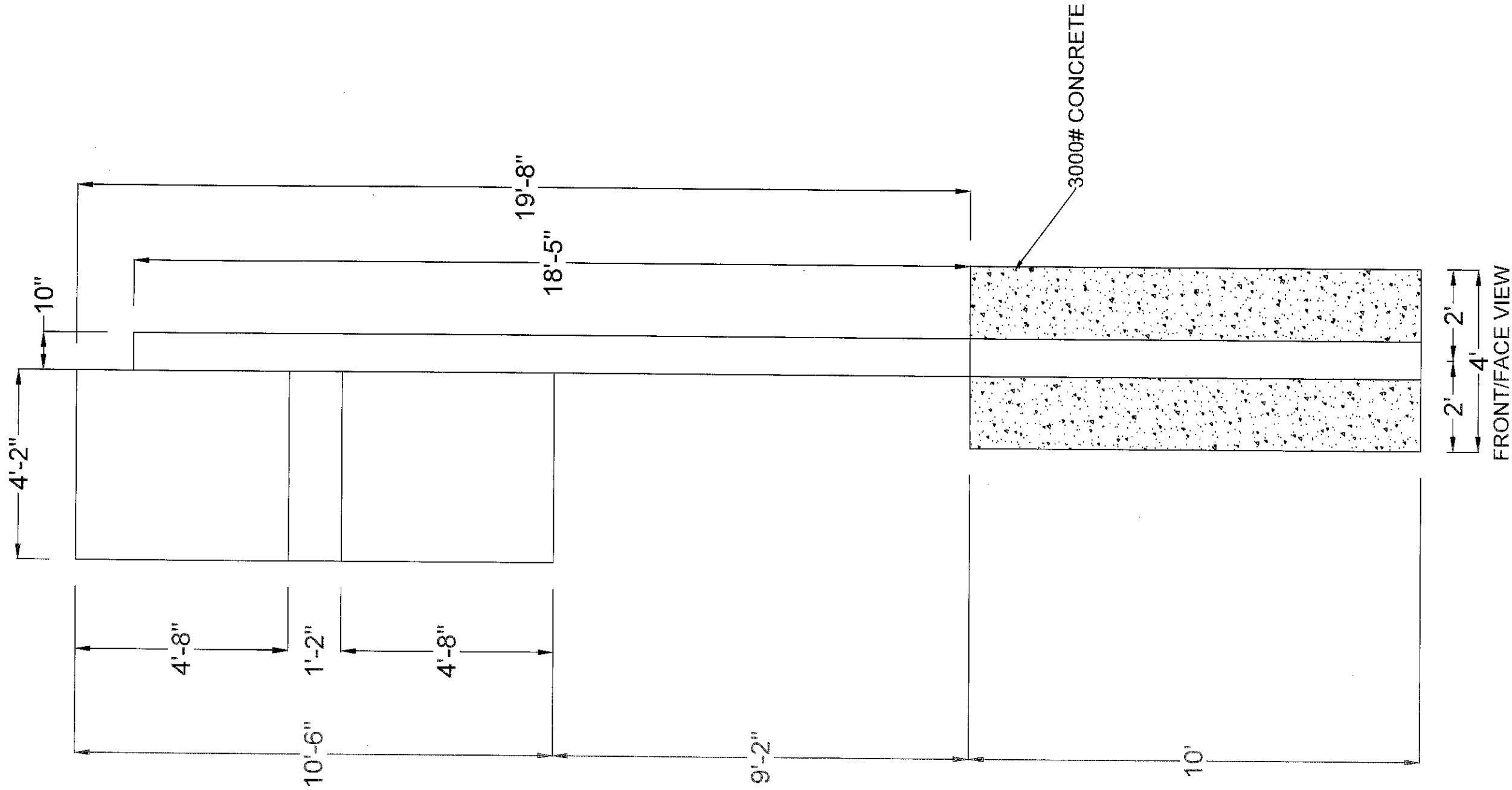
The electronic seal encasing on this document was
authentic by Sean M. McFarland PE on Jun 26, 2024



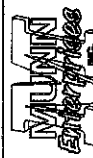
Date: 7-26-2024
Sheet #: 1 OF 1



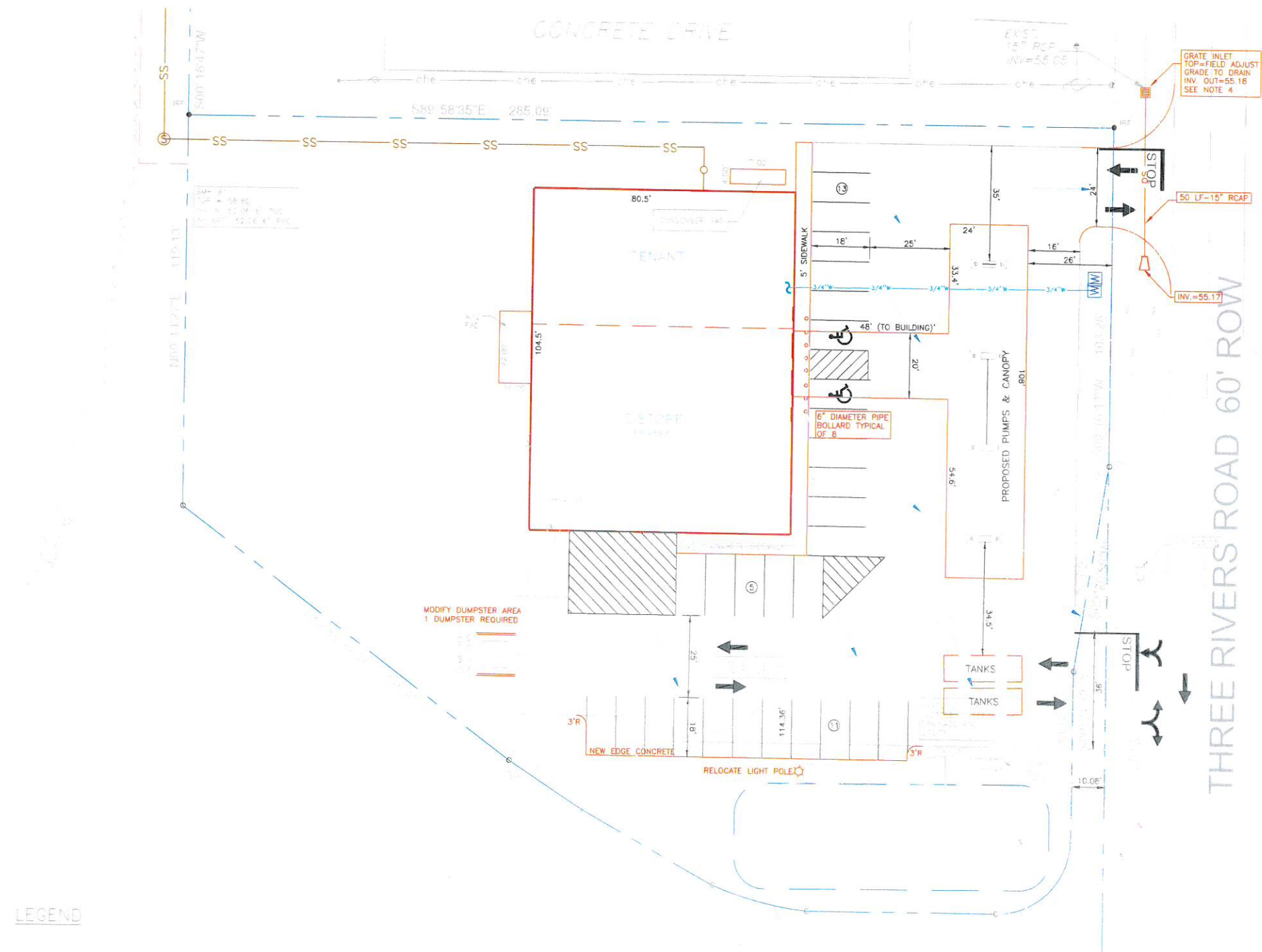
REV. 	
MUNN ENTERPRISES, INC. 7712 Hwy 49 North, Hattiesburg, MS 601-264-7446	SOUTHERN SIGN SPECIALISTS
DWG. BY: LANDON TRIGG DATE: 7/12/24 CUSTOMER: KENNY PATEL	LOCATION: TEXACO 13111 THREE RIVERS ROAD GULFPORT, MS 39501
WORK ORDER # SALESMAN: C.H. PROPERTY OF MUNN ENTERPRISES, INC. - NOT TO BE DUPLICATED	
APPROVED BY:	
DATE APPROVED:	
DRAWINGNAME: TEXACO SITE PLAN 1	

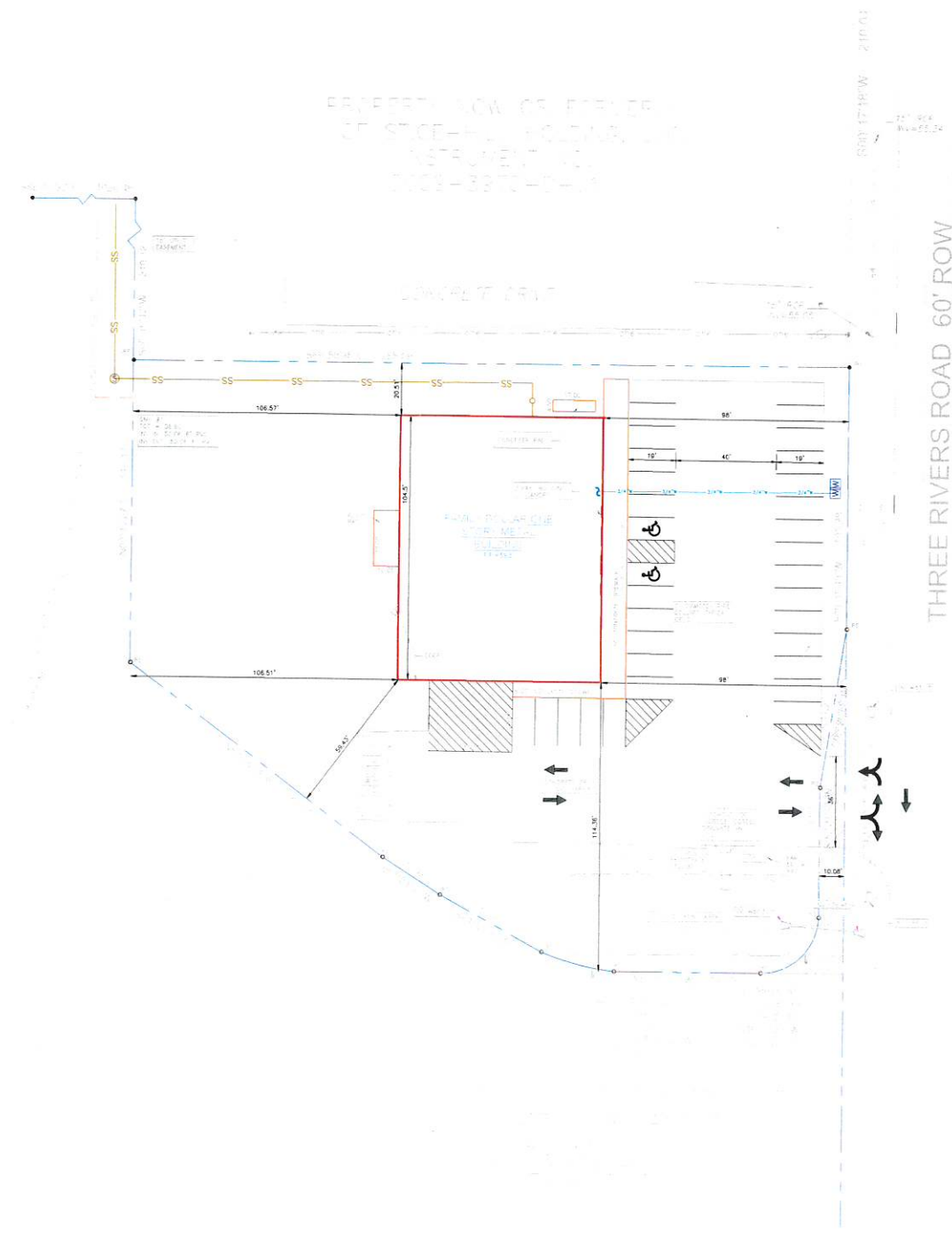
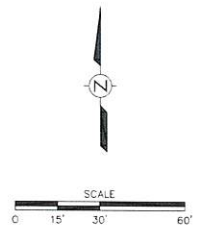


APPROVED BY:
DATE APPROVED:
DRAWINGNAME:
XXX
XXX
X

	MUNN ENTERPRISES, INC. 7712 Hwy 49 North, Hattiesburg, MS 601-264-7446	SOUTHERN SIGN SPECIALISTS
DWG. BY: LANDON TRIGG	WORK ORDER # 16688	LOCATION: TEXACO
DATE: 7/10/24	SALESMAN: C.H.	13111 THREE RIVERS ROAD
CUSTOMER: KENNY PATEL		GULFPORT, MS 39501
PROPERTY OF MUNN ENTERPRISES, INC. - NOT TO BE DUPLICATED		

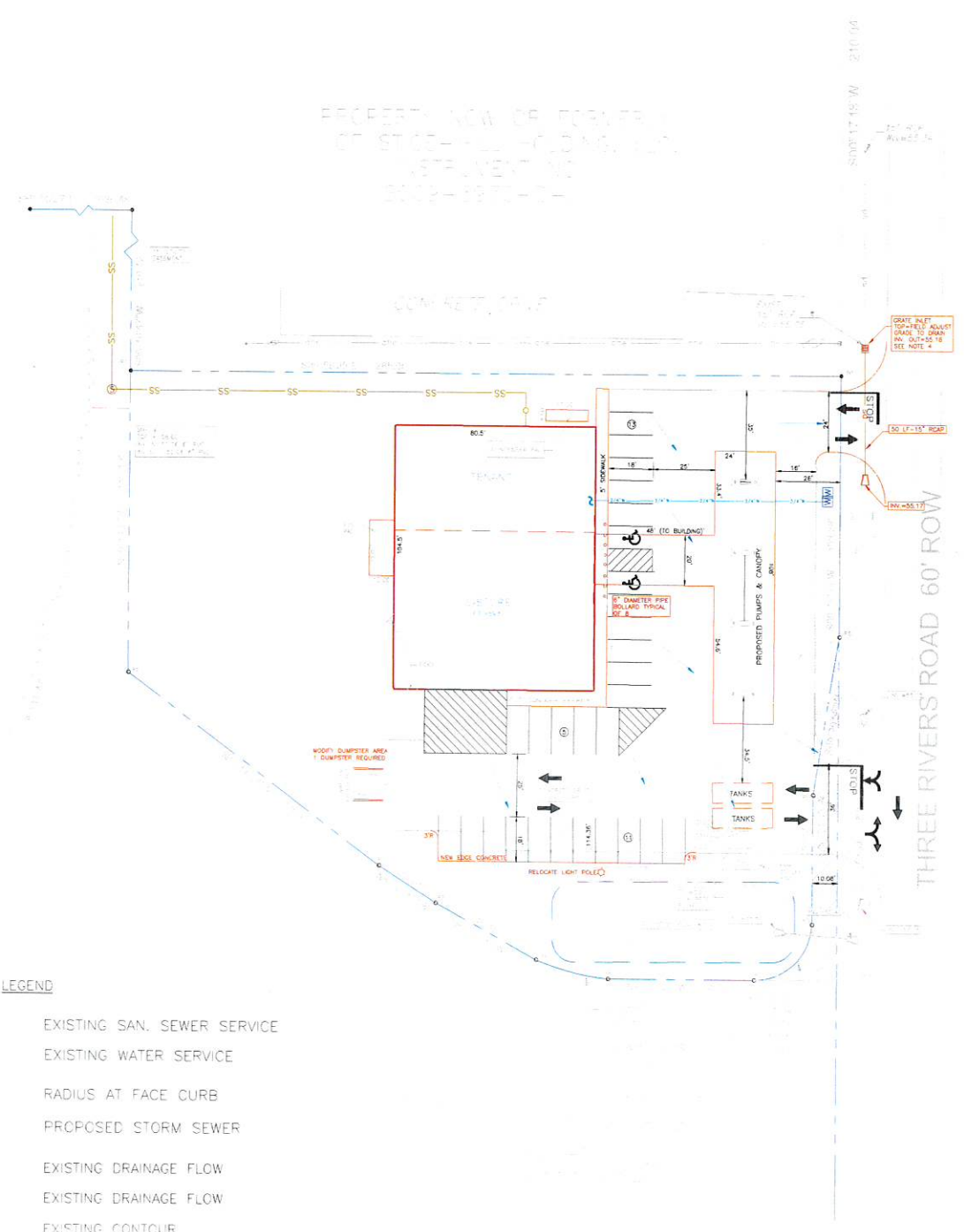
REV.





- LEGEND
- EXISTING SAN. SEWER SERVICE
 - EXISTING WATER SERVICE
 - RADIUS AT FACE CURB
 - PROPOSED STORM SEWER
 - EXISTING DRAINAGE FLOW
 - EXISTING DRAINAGE FLOW
 - EXISTING CONTOUR

1. EXISTING DRAINAGE FLOW SHALL BE MAINTAINED FOR SITE PARKING/ DRIVE RENOVATIONS AND ADDITIONS. EXISTING HAND CARPED PARKING GRADINGS (FOR MAXIMUM) SHALL BE MAINTAINED. PROPOSED PUMPS/CANOPY AREA CONSTRUCTION SHALL NOT BLOCK DRAINAGE FLOW TOWARD EXISTING DETENTION AREA. PONDING OF STORM WATER AFTER FINISHED PAVEMENT SHALL NOT BE ALLOWED.
2. ALL EXISTING UTILITY MAINS AND SERVICES SHOWN ARE APPROXIMATE, AND MUST BE FIELD VERIFIED. EXISTING WATER AND SEWER SERVICES SHALL BE UTILIZED.
3. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH CITY OF GULFPORT CONSTRUCTION STANDARDS.
4. AREA AROUND PROPOSED GRATE INLET SHALL BE FILLED TO EDGE PROPOSED DRIVEWAY. ALL EXPOSED AREAS SHALL BE GRADED, SEEDED AND MULCHED, OR SOLID SODDED.



4	CITY COMMENTS	MJA	2/6/24	SCALE SHOWN	Alford and Associates Consulting Engineers 7112 Suite B North Road Bryant, Mississippi 39272	Proposed C Store Renovation	PROJECT No. GAC FILE NAME DRAWING 1
3	CANOPY REVISIONS	MJA	1/22/24	DRAWN: MJA			
2	TANK REVISIONS	MJA	11/10/23	REVIEWED: MJA			
1	REVISIONS	MJA	5/5/23	PROJECT MANAGER: MJA			
0	ISSUED FOR REVIEW	MJA	6/2/23	DATE: 5/11/23			
REV	DESCRIPTION OF REVISION	BY	REVISION DATE			Gulfport MS	



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History	
Name	Name Type
3 Rivers LLC	Legal

Business Information	
Business Type:	Limited Liability Company
Business ID:	1380393
Status:	Good Standing
Effective Date:	02/24/2023
State of Incorporation:	Mississippi
Principal Office Address:	150 Bienville Dr MADISON, MS 39110

Registered Agent	
Name	
PALWINDER SINGH	
150 Bienville Dr	
MADISON, MS 39110	

Officers & Directors	
Name	Title
PALWINDER SINGH	
150 Bienville Dr	
MADISON, MS 39110	Member



[Signature] 1st JUDICIAL DISTRICT
Instrument 2023-0009382-D-J1
Filed/Recorded 05/23/2023 3:08:01 PM
Total Fees 26.00
5 Pages Recorded

SPACE ABOVE LINE FOR OFFICIAL USE ONLY

PREPARED BY:
REALTY INCOME CORPORATION
ATTN: LEGAL DEPARTMENT
11995 EL CAMINO REAL
SAN DIEGO, CA 92130
858-284-5000

WHEN RECORDED MAIL TO:

FIDELITY NATIONAL TITLE CO - NCS DIV
ONE EAST WASHINGTON STREET, SUITE 450
PHOENIX, AZ 85004
ATTN: KELLI VOS
MASTER ESCROW NO.: Z2346615/ESCROW NO.: Z2346616
(602) 343-7572

GRANTOR:
VEREIT REAL ESTATE, L.P.
11995 EL CAMINO REAL
SAN DIEGO, CA 92130
858-284-5000

GRANTEE:
3 RIVERS, LLC
150 BIENVILLE DR.
MADISON, MS 39110
601-497-6938

INDEXING INSTRUCTIONS: SE ¼ OF SEC. 34, T6S, R11W

SPECIAL WARRANTY DEED

TITLE NO. 230453

WHEN RECORDED MAIL TO:

Fidelity National Insurance Title Company
Attn: Kelli Vos
One East Washington Street, Suite #450
Phoenix, AZ 85004
(602) 343.7572

INDEXING INSTRUCTIONS:

SE 1/4 of Sec. 34, T6S, R11W

Grantor:

Vereit Real Estate, L.P.
11995 El Camino Real
San Diego, CA 92130
Telephone: (858) 284-5000

THIS INSTRUMENT PREPARED BY:

Realty Income Corporation
Attn: Legal Department
11995 El Camino Real
San Diego, CA 92130
Telephone: (858) 284-5000

Grantee:

3 Rivers, LLC
150 Bienville Dr.
Madison, MS 39110
Telephone: (601) 497-6938

STATE OF MISSISSIPPI
COUNTY OF HARRISON

§
§

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT, VEREIT REAL ESTATE, L.P., a Delaware limited partnership ("Grantor"), for and in consideration of the sum of TEN DOLLARS (\$10) and other good and valuable consideration cash in hand paid the receipt and sufficiency of all of which is hereby acknowledged VEREIT REAL ESTATE, L.P., a Delaware limited liability company does hereby grant, bargain, sell, convey and specially warrant unto 3 RIVERS LLC, a Mississippi limited liability company ("Grantee"), the receipt and sufficiency of such consideration being hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL, CONVEY and CONFIRM unto Grantee that certain real property being more particularly described on Exhibit "A," attached hereto and made a part hereof for all purposes, together with all improvements and fixtures situated thereon (collectively, the "Property"); SUBJECT TO all real estate taxes not yet delinquent; covenants, conditions, restrictions, easements, rights of way and other matters of record; applicable laws, ordinances, statutes, orders, requirements and regulations to which the Property is subject, including,

without limitation, all building, zoning and environmental laws and requirements; and any state of facts which a new or updated survey or physical inspection of the Property might disclose.

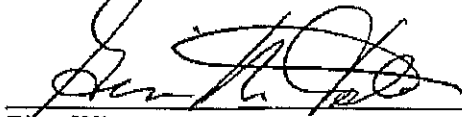
TO HAVE AND TO HOLD the Property, together with all and singular the rights, hereditaments, and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns, and Grantor hereby agrees to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or claim the same, or any part thereof, by, through, or under Grantor but not otherwise.

BY ACCEPTANCE OF THIS SPECIAL WARRANTY DEED, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE PHYSICAL CONDITION, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). BY ACCEPTANCE OF THIS SPECIAL WARRANTY DEED, GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS, WHERE IS, WITH ALL FAULTS," AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE, BY ACCEPTANCE OF THIS SPECIAL WARRANTY DEED, ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES, OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED), CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (ii) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE OR ANYONE ELSE MAY CONDUCT THEREON, (iii) THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND (iv) THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE LAWS AND REGULATIONS.

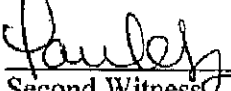
(Signatures appear on the following page)

EXECUTED this 4th day of May, 2023.

Witnesses:


First Witness

Gina M. Vallone
Printed Name of First Witness


Second Witness

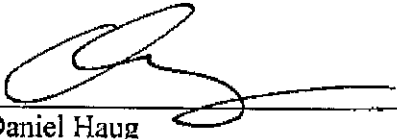
Paula Valdez
Printed Name of Second Witness

GRANTOR:

VEREIT REAL ESTATE, L.P.,
a Delaware limited liability company

By: VEREIT Real Estate GP, LLC.
a Delaware limited liability company,
its General Partner

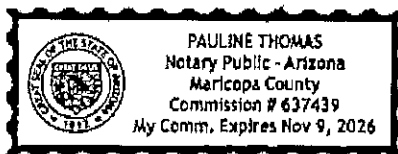
By: VEREIT Operating Partnership,
L.P.,
a Delaware limited partnership,
its Sole Member

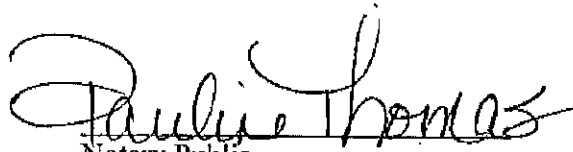
By: 
Name: Daniel Haug
Title: SVP, Associate General Counsel

Approved As To Form
Legal Department
NM KG
N 10/2022

STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

On this 4th day of May, 2023 before me personally appeared Daniel Haug, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document as the SVP, Associate General Counsel of Vereit Real Estate, L.P., a Delaware limited partnership on behalf thereof.




Notary Public

My Commission expires: 11/9/26

EXHIBIT "A"
LEGAL DESCRIPTION OF THE REAL PROPERTY

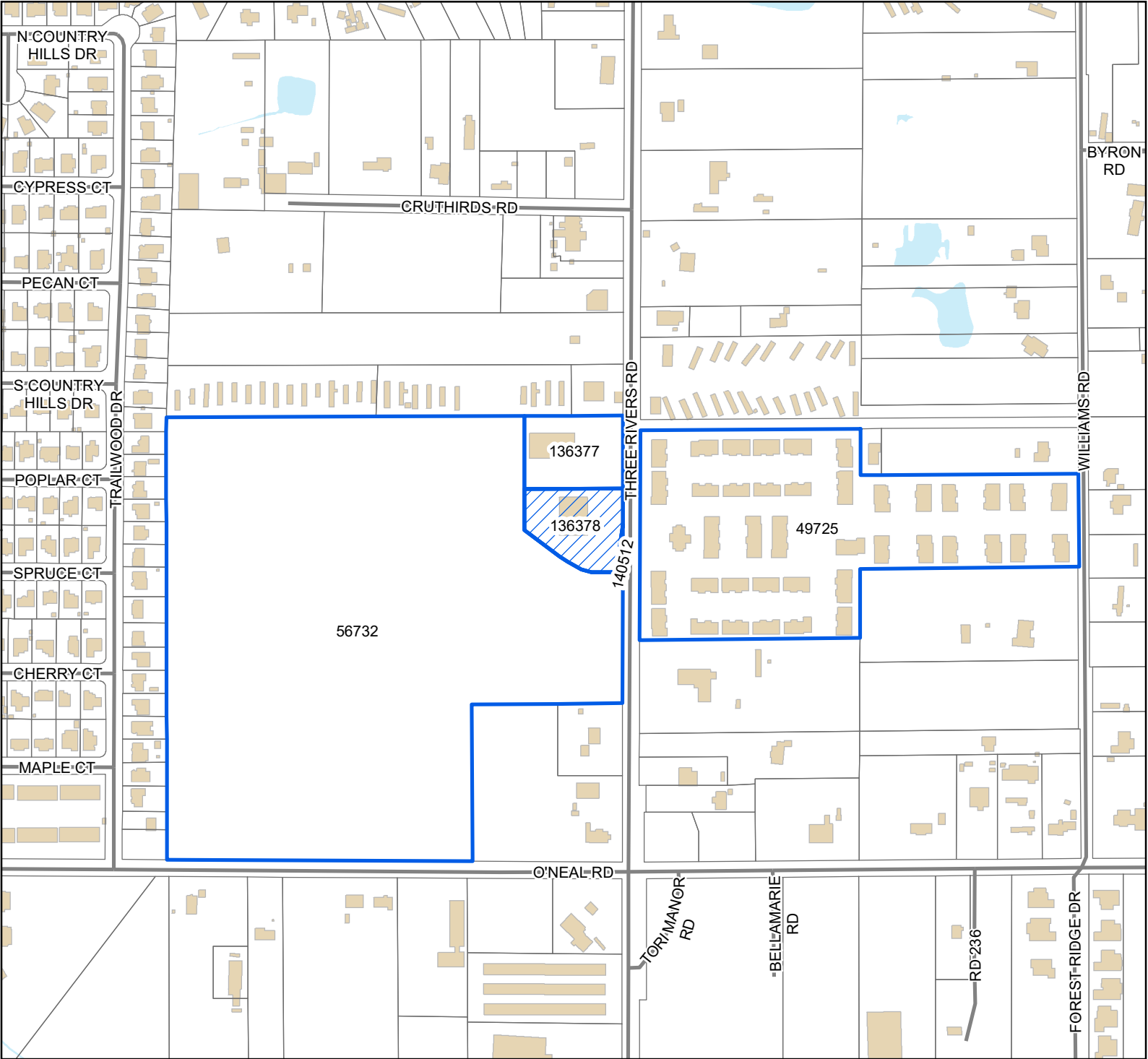
Location: 13111 Three Rivers Road, Gulfport, MS 39503

LEGAL DESCRIPTION FOR THAT PARCEL DESCRIBED AS LOT B-2 RECORDED IN INSTRUMENT NO. 2009-2326-D-J1 ON FILE IN THE OFFICE OF THE CHANCERY CLERK, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI AND BEING FURTHER DESCRIBED AS FOLLOWS, TO WIT:

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI AND BEING FURTHER DESCRIBED AS FOLLOWS, TO WIT:

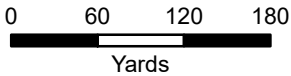
COMMENCING AT AN IRON ROD FOUND DENOTING THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34; THENCE RUN SOUTH 89 DEGREES 59 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 1026.48 FEET TO A POINT; THENCE RUN SOUTH 00 DEGREES 16 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 210.12 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 89 DEGREES 58 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 285.09 FEET TO A POINT ON THE WEST MARGIN OF THREE RIVERS ROAD; THENCE RUN ALONG SAID MARGIN SOUTH 00 DEGREES 16 MINUTES 43 SECONDS WEST A DISTANCE OF 103.28 FEET TO A POINT; THENCE DEPARTING SAID MARGIN RUN SOUTH 09 DEGREES 20 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 63.62 FEET TO A POINT; THENCE RUN SOUTH 00 DEGREES 21 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 51.60 FEET TO A POINT ON A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 88 DEGREES 09 MINUTES 30 SECONDS AND A RADIUS OF 23.00 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 35.39 FEET TO A POINT WHICH IS SOUTH 46 DEGREES 03 MINUTES 52 SECONDS WEST A DISTANCE OF 32.00 FEET FROM THE PREVIOUSLY DESCRIBED POINT; THENCE RUN NORTH 89 DEGREES 51 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 58.49 FEET TO A POINT ON A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 17 DEGREES 07 MINUTES 14 SECONDS AND A RADIUS OF 100.00 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 29.88 FEET TO A POINT, WHICH IS NORTH 75 DEGREES 29 MINUTES 26 SECONDS WEST A DISTANCE OF 29.77 FEET FROM THE PREVIOUSLY DESCRIBED POINT; THENCE RUN NORTH 61 DEGREES 07 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 46.16 FEET TO A POINT; THENCE RUN NORTH 57 DEGREES 01 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 27.12 FEET TO A POINT; THENCE RUN NORTH 52 DEGREES 56 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 126.43 FEET TO A POINT; THENCE RUN NORTH 00 DEGREES 14 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 119.13 FEET TO THE POINT OF BEGINNING, CONTAINING 57,127.16 SQUARE FEET OR 1.31 ACRES, MORE OR LESS.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		0807P-01-023.002	3 RIVERS LLC (OWNER)	150 BIENVILLE DR.	MADISON	MS	39110
			MUNN ENTERPRISES, INC (AGENT)	7712 HIGHWAY 49 NORTH	HATTIESBURG	MS	39402
			Adjacent Property Owners (2409ARC040)				
	136377	0807P-01-023.001	EXCHANGERIGHT NET LEASED	PORTFOLIO 6 DST	PASADENA	CA	91116
N	49725	0907M-02-018.000	THREE RIVERS LANDING OF GULFPORT LP	C/O DEOMINIUM	PLYMOTH	MN	55441
	56732	0807P-01-023.000	EXECUTIVE HOLDINGS LLC	311 TELLY RD	PICAYUNE	MS	39466
N	136378	0807P-01-023.002	ARC FDGPTMS001 LLC	ATTN: PM DEPT #9741	SAN DIEGO	CA	92130
N	140512	0807P-01-023.003	ARC FDGPTMS001 LLC	ATTN: PM DEPT #9741	SAN DIEGO	CA	92130



Legend

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



1 inch = 400 feet



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



URBAN DEVELOPMENT DEPARTMENT | PLANNING & ZONING

PO BOX 1780 | GULFPORT, MS | 1410 24TH AVENUE

P: 228.868.5710 | F: 228.868.5708 | PLANNERS@GULFPORT-MS.GOV

ARCHITECTURAL REVIEW COMMITTEE CASE # 2024-839

Hearing Date: Friday, September 20, 2024

Architectural Review Committee 2409ARC043; Architectural Review Committee 2409ARC043, by owner Awad Mohamed, seeking approval for a new freestanding ground sign, Tax Parcel 0711J-04-010.000, 1104 Broad Ave, Zoned T4+ (General Urban Zone "Plus"), Ward 1

Technical Report

ARCHITECTURAL REVIEW COMMITTEE

GENERAL INFORMATION

Case File Number: 2409ARC043

Hearing Date: September 20, 2024

Current Zoning/Use: T4+ / Commercial Building

Legal: Architectural Review Committee 2409ARC043, by owner Awad Mohamed, seeking approval for a new freestanding ground sign, Tax Parcel 0711J-04-010.000, 1104 Broad Ave, Zoned T4+ (General Urban Zone "Plus"), Ward 1

TECHNICAL DETAILS

The applicant is seeking approval for a new freestanding ground sign. Upon staff review of the proposed ground sign, staff noted that two of the design requirements were not met: the decorative cap or crown and the landscaping surrounding the proposed sign.

According to Appendix A, Article IV. Sec 9, 103, b, 3:

(3) A decorative cap or crown shall be constructed at the top of the façade.

According to Appendix A, Article IV. Sec 9, 103, c:

(c) All freestanding on-premises and off-premises sign façades shall be harmonious in material, style and color with the surrounding landscape of the developed site in which it is located. All sign permit applications for freestanding on-premises and off-premises signs to be constructed shall contain architectural façade plans to be reviewed and approved or denied by the architectural review committee in accordance with section 9-85 upon receipt of a permit application and renderings of the architectural façade plans.

EXECUTIVE SUMMARY

Applicant is seeking approval for a new freestanding ground sign that meets the required setbacks, but does not meet all the required design standards for freestanding ground signs. Specifically, regarding the decorative cap or crown requirement, and the landscaping surrounding the proposed sign. This board does have the authority to grant waivers from the design standards based off of stated hardships. The applicant did not provide any statement for hardship within their application.

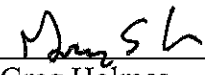
DEPARTMENTAL CONDITIONS

1. Approval allows for sign as proposed.

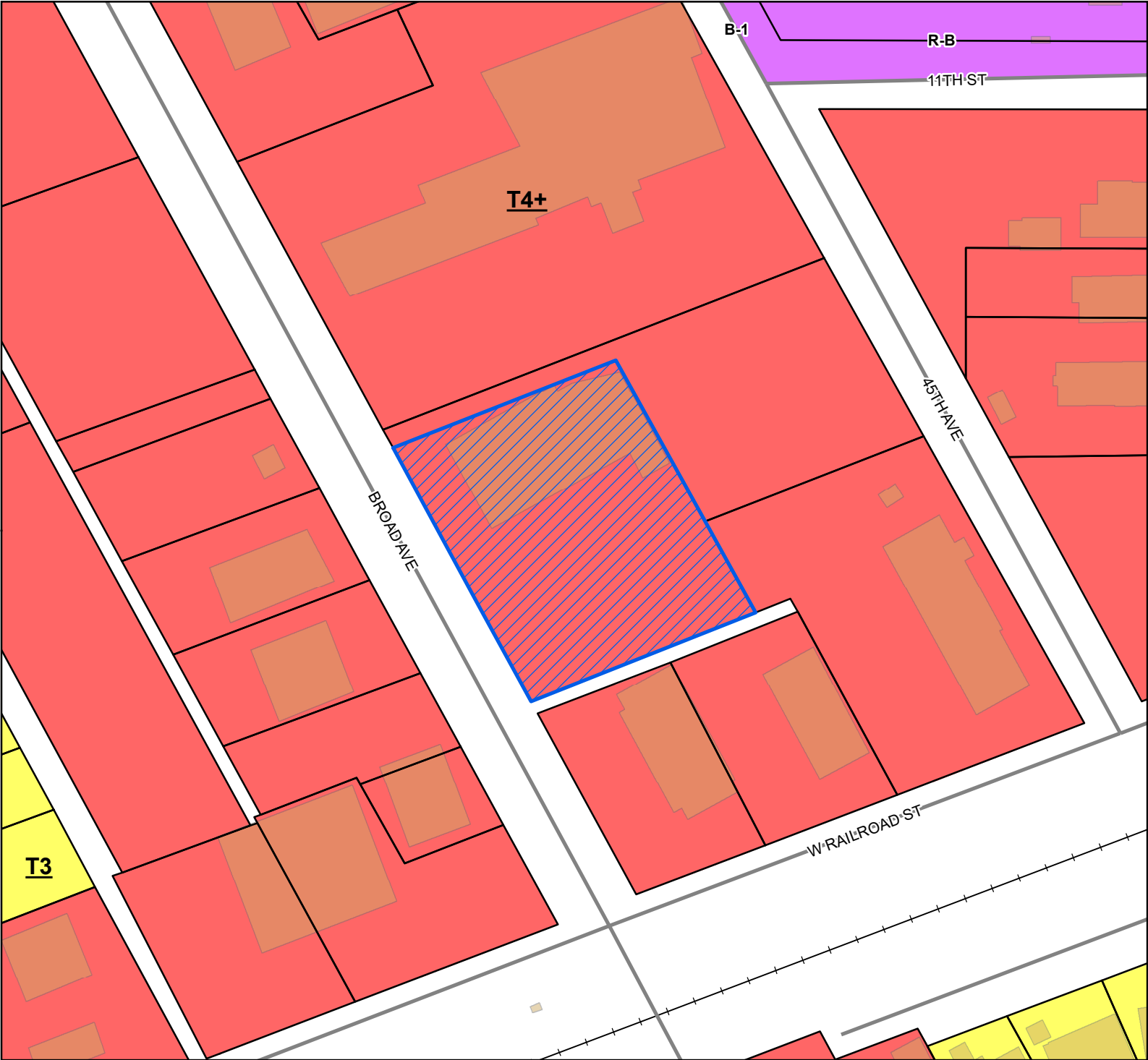
Technical Report
ARCHITECTURAL REVIEW COMMITTEE

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Holmes
Director of Urban Development Department



Legend

- Site
- Street
- Railroad
- Parcels
- Buildings
- City Limit

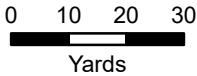
Smart Code

- T4+
- T3

Zoning

- B-1 - Neighborhood Business District
- R-B - Residence-Business District

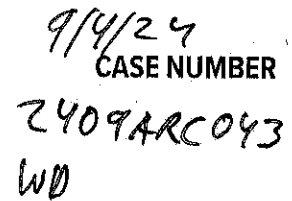
Site Information
0711J-04-010.000
Zoning: T4+ (General Urban Zone "Plus")
Size: 35750.27 sqft
Flood: X



1 inch = 100 feet



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



OWNER:

Printed Name of Owner

Ahmad, Mohammad

Mailing Address

7400 N Aberdeen Dr

City

San Diego

State

MS

Zip Code

39507

AGENT:

Printed Name of Agent

Mailing Address

City

Name of Owner (PRINT)

Ahmad, Mohammad

Address (Street, City, State, Zip Code)

7400

Phone (Home)

611 5-09-

(Work)

Tax Parcel Number(s) Owned:

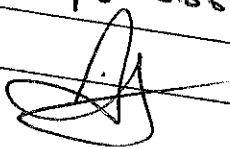
010.006

(Cell)

(28) 393-4057

3571

Signature:



Name of Owner (PRINT)

Address (Street, City, State, Zip Code)

Phone (Home)

(Work)

Tax Parcel Number(s) Owned:

(Cell)

Signature:

Name of Owner (PRINT)

Address (Street, City, State, Zip Code)

Phone (Home)

(Work)

Tax Parcel Number(s) Owned:

(Cell)

Signature:



Covenant Affidavit

I, Samuel Sweeting, being owner or agent of the property 1104 Beach Ave Gulfport
PRINT NAME PRIMARY ADDRESS OR PARCEL

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

[Signature]
Signature

8/23/24
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 23rd day of August, 20 24

Samuel Sweeting
Notary Public



05/22/2027
Commission Expiration



THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CLIFFORD A. CROSBY, P.L.S. DATE SEPTEMBER 3, 2024



NOTES:

- 1.) FIELD SURVEY PERFORMED WITH A COMBINATION OF TOPCON GR3 GPS RECEIVER AND TOPCON GPT-9005A ROBOTIC TOTAL STATION.
- 2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY COMBINATION OF GPS STATIC OBSERVATION AND EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
- 3.) THIS SURVEY HAS BEEN PREPARED BY INFORMATION PROVIDED BY CLIENT AND LIMITED RESEARCH IN COURTHOUSE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THIS SURVEY MAY NOT SHOW ALL EASEMENTS AND OTHER RESTRICTIONS OF RECORD. SURVEYOR WILL BE MADE AVAILABLE TO ADD SUCH FEATURES TO THIS SURVEY IF A CURRENT TITLE REPORT OR ABSTRACT OF TITLE IS PROVIDED TO HIM BY PROPER AUTHORITY.
- 4.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.
- 5.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.

RECORD DESCRIPTION, DEED 2017-2002-D-11:

A parcel of land consisting of two lots situated in the City of Gulfport, Harrison County, Mississippi, Section 8, Township 8 South, Range 11 West, more particularly described as follows:

Commencing at the intersection of the centerline of the L&N Railroad (CSX) and the East margin of Broad Avenue; thence North 28° 00' 00" West along the East margin of Broad Avenue a distance of 251 feet to an iron rod found and the point of Beginning; thence continue along the East margin of Broad Avenue North 28° 00' 00" West a distance of 207.00 feet to an iron rod; thence North 69° 50' 00" East a distance of 170.00 feet to a "x" in concrete; thence South 28° 01' 18" East a distance of

207.30 feet to an iron rod; thence South 69° 54' 50" West a distance of 170.48 feet to the Point of Beginning.

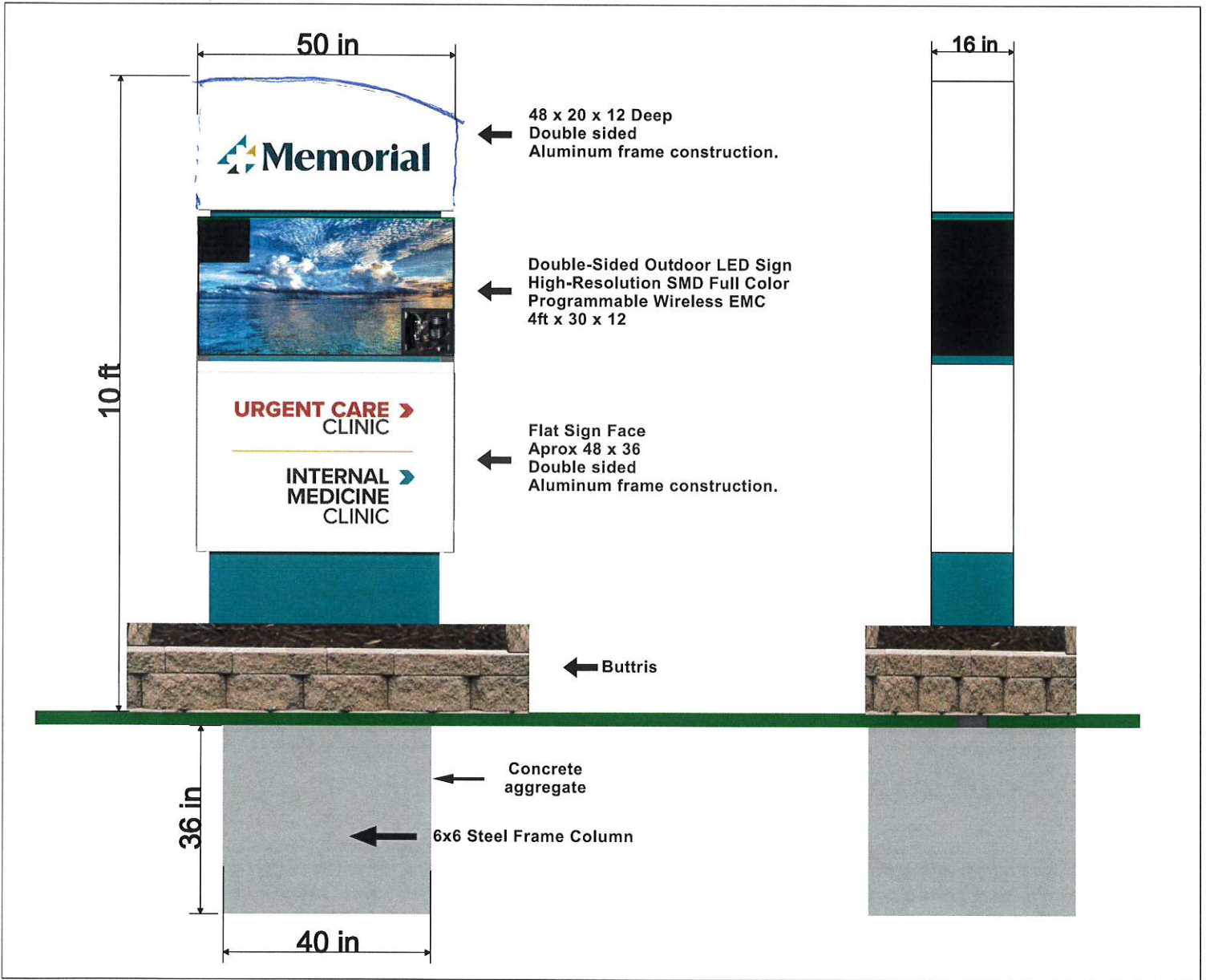
SITE PLAN FOR PROPOSED SIGN AT 1104 BROAD AVENUE, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

REFERENCE MATERIALS:

- 1.) HARRISON COUNTY TAX MAPS AND GEOPORTAL
- 2.) GULFPORT ONLINE ATLAS
- 3.) DEED 2017-2002-D-11

- LEGEND:**
- IRON ROD FOUND
 - IRON PIPE FOUND
 - IRON ROD SET
 - SPIRE FOUND
 - SPIRE SET
 - CONCRETE MONUMENT FOUND
 - CONCRETE MONUMENT SET
 - LIGHTING KNOT FOUND
 - AS MEASURED
 - AS PER RECORD
 - AS PER PLAT
 - IRON ROD FOUND
 - IRON ROD SET

THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE "2" MAP NUMBER 28047C0376G DATED JUNE 15, 2009		ACCORDING TO
SURVEY CLASS - "B"	FOR: MEMORIAL	BEARINGS SHOWN HEREON ARE DERIVED BY: GPS OBSERVATION, STATE PLANE COORDINATES
SCALE: 1" = 20'	DATE OF FIELD WORK: 3/21/2024	
 CROSBY SURVEYING PROFESSIONAL LAND SURVEYING 716 LIVE OAK DRIVE BILOXI, MISSISSIPPI 39532 PHONE: 228-234-1649 FAX: 228-594-9427 EMAIL: cliffordcrosby@gmail.com		PARTY CHIEF: CG INSTRUMENT MAN: AG RODMAN: CG DRAWN BY: CAC DRAWING NUMBER: 20487 REVISED: 9/3/2024





John 1st Judicial District
Instrument 2017 2979 T -J1
Filed/Recorded 4/4/2017 09:21 A
Total Fees \$ 20.00
15 Pages Recorded

Return To: BANCORPSOUTH LOAN OPS
2778 W JACKSON ST, PO BOX 4360, TUPELO, MS 38803-4360 662-620-3600

Prepared By: Trey Lacy
2778 W JACKSON ST, PO BOX 4360, TUPELO, MS 38803-4360 662-620-3600

Indexing Instructions: *lots 53-54 and 54-56 Gottschalk Survey*
Instructions cannot be feasibly determined by the preparer.
All quarter sections and subdivision lots in the legal description within are incorporated here by reference.

Real Estate Deed of Trust

☐ This Security Instrument secures a line of credit.

1. **Date and Parties.** The date of this Deed of Trust (Security Instrument) is 3/31/2017
and the parties, their addresses and phone numbers are as follows:

Grantor:
MOHAMED I AWAD
7400 N ABERDEEN DR
PASS CHRISTIAN, MS 39571-7010 , 228-343-4057

☐ If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures and acknowledgments.

Trustee:
J. PATRICK CALDWELL
207 COURT STREET, PO BOX 4386
TUPELO, MS 38803-4386 , 662-842-8945

Lender:
BANCORPSOUTH BANK
2778 W JACKSON ST, PO BOX 4360
TUPELO, MS 38803-4360 , 228-897-3390



2. **Conveyance.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, bargains and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

See Exhibit A annexed hereto and made a part hereof as if copied herein verbatim.

The property is located in HARRISON-1ST at
 1104 BROAD AVE (County)
 GULFPORT (Address)
 (City), Mississippi 39501 (Zip Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property")

3. **Maximum Obligation Limit.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$UNLIMITED IN AMOUNT. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **Secured Debt and Future Advances.** The term "Secured Debt" is defined as follows:

(A) Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*

A loan dated 3/31/2017 in the principal amount of \$268,212.43 that matures on 4/05/2027

Given by MOHAMED I AWAD

- (B) All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Security Instrument whether or not this Security Instrument is specifically referenced and whether or not such future advances or future obligations are incurred for any purpose that was related or unrelated to the purpose of the debt. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- (C) All obligations Grantor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.
- (D) All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

5. **Payments.** Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. **Warranty of Title.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, bargain and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **Prior Security Interests.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:
- (A) To make all payments when due and to perform or comply with all covenants.
- (B) To promptly deliver to Lender any notices that Grantor receives from the holder.
- (C) Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
8. **Claims Against Title.** Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts

evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

- 9. Due on Sale or Encumbrance.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
- 10. Transfer of an Interest in the Grantor.** If Grantor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:
- (A) A beneficial interest in Grantor is sold or transferred.
 - (B) There is a change in either the identity or number of members of a partnership or similar entity.
 - (C) There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

- 11. Entity Warranties and Representations.** If Grantor is an entity other than a natural person (such as a corporation or other organization), Grantor makes to Lender the following warranties and representations which shall continue as long as the Secured Debt remains outstanding:

- (A) Grantor is duly organized and validly existing in the Grantor's state of incorporation or organization. Grantor is in good standing in all states in which Grantor transacts business. Grantor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Grantor operates.
- (B) The execution, delivery and performance of this Security Instrument by Grantor and the obligation evidenced by the Secured Debt are within the power of Grantor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
- (C) Other than previously disclosed in writing to Lender, Grantor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Grantor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

- 12. Property Condition, Alterations and Inspection.** Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially

change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Grantor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Grantor shall not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.

- 13. Authority to Perform.** If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

- 14. Assignment of Leases and Rents.** Grantor irrevocably assigns, grants and bargains to Lender as additional security all the right, title and interest in the following (Property).

- (A) Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to, any extensions, renewals, modifications or replacements (Leases).
- (B) Rents, issues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Grantor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

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Grantor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default. Grantor will not collect in advance any Rents due in future lease periods, unless Grantor first obtains Lender's written consent. Upon default, Grantor will receive any Rents in trust for Lender and Grantor will not commingle the Rents with any other funds. When Lender so directs, Grantor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Grantor agrees that this Security Instrument is immediately effective between Grantor and Lender and effective as to third parties on the recording of this Assignment.

As long as this Assignment is in effect, Grantor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Grantor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Grantor or any party to the Lease defaults or fails to observe any applicable law, Grantor will promptly notify Lender. If Grantor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance.

Grantor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Grantor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Grantor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

15. Leaseholds; Condominiums; Time-Shares; Planned Unit Developments. Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium, time-share or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

16. Default. Grantor will be in default if any of the following occur:

- (A) Any party obligated on the Secured Debt fails to make payment when due;
- (B) A breach of any term or covenant in this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt;
- (C) The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Grantor or any person or entity obligated on the Secured Debt;

- (D) The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Grantor or any other person or entity obligated on the Secured Debt;
- (E) A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
- (F) A material adverse change in Grantor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
- (G) Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

17. Remedies on Default. In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents, including without limitation, the power to sell the Property.

If there is a default, Trustee shall, in addition to any other permitted remedy, at the request of Lender, advertise and sell the Property as a whole or in separate parcels as Trustee deems best, at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by Mississippi Code §89-1-55, in effect at the time of the proposed sale.

Upon sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

18. Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs. Except when prohibited by law, Grantor agrees to pay all of Lender's expenses if Grantor breaches any covenant in this Security Instrument. Grantor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Grantor agrees to pay for any recordation costs of such release.

19. Environmental Laws and Hazardous Substances. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

- (A) Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- (B) Except as previously disclosed and acknowledged in writing to Lender, Grantor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- (C) Grantor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Grantor will take all necessary remedial action in accordance with Environmental Law.
- (D) Except as previously disclosed and acknowledged in writing to Lender, Grantor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Grantor or any tenant of any Environmental Law. Grantor will immediately notify Lender in writing as soon as Grantor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

- (E) Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
 - (F) Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
 - (G) Grantor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
 - (H) Grantor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Grantor and any tenant are in compliance with applicable Environmental Law.
 - (I) Upon Lender's request and at any time, Grantor agrees, at Grantor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
 - (J) Lender has the right, but not the obligation, to perform any of Grantor's obligations under this section at Grantor's expense.
 - (K) As a consequence of any breach of any representation, warranty or promise made in this section, (1) Grantor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Grantor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.
 - (L) Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.
- 20. Condemnation.** Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property.

Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

21. Insurance. Grantor agrees to maintain insurance as follows:

- (A) Grantor shall keep the Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of scheduled payment nor change the amount of any payments. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

- (B) Grantor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.
- (C) Grantor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.

22. Escrow for Taxes and Insurance. Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.

23. Financial Reports and Additional Documents. Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.

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- 24. Joint and Individual Liability; Co-Signers; Successors and Assigns Bound.** All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the heirs, successors and assigns of Grantor and Lender.
- 25. Applicable Law; Severability; Interpretation.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 26. Successor Trustee.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.
- 27. Notice.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.
- 28. Waiver.** Except to the extent prohibited by law, Grantor waives all appraisal rights relating to the Property.
- 29. U.C.C. Provisions.** If checked, the following are applicable to, but do not limit, this Security Instrument:
- ☐ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
 - ☐ **Fixture Filing.** Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property.

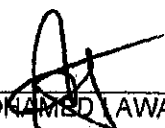
- ☐ **Crops; Timber; Minerals; Rents, Issues and Profits.** Grantor grants to Lender a security interest in all crops, timber, and minerals located on the Property as well as all rents, issues and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").
- ☐ **Personal Property.** Grantor grants to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Grantor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property (all of which shall also be included in the term "Property"). The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
- ☐ **Filing As Financing Statement.** Grantor agrees and acknowledges that this Security Instrument also suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.

30. Other Terms. If checked, the following are applicable to this Security Instrument:

- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released pursuant to Miss. Code Ann. § 89-5-21.
- ☐ **Agricultural Property.** Grantor covenants and warrants that the Property will be used principally for agricultural or farming purposes and that Grantor is an individual or entity allowed to own agricultural land as specified by law.
- ☐ **Renewal and Extension.** This Deed of Trust is given and taken in renewal and extension of a deed of trust dated the _____ day of _____ and recorded in Book _____ page _____ deed records _____ County, Mississippi, and is in no way intended to void the said deed of trust or impair the security thereof.
- ☐ **Separate Assignment.** The Grantor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.
- ☐ **Additional Terms.**

Signatures: By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Grantor



 MOHAMED AWAD Date
 (Seal) 3/31/17

 Date
 (Seal)

 Date
 (Seal)

 Date
 (Seal)

☐ Refer to the attached *Signature Addendum* for additional parties and signatures.

Acknowledgment

State of Mississippi, County of Harrison }ss.
 (Individual) Personally appeared before me, the undersigned authority in and for the said county and
 state, on this 21st day of March 2017, within my jurisdiction, the
 within named Mohamed I. Awad
 who acknowledged that he/she/they executed the above and foregoing instrument.
 My commission expires:



[Signature]
 (Notary Public)

State of _____, County of _____ }ss.
 (Business or Entity Acknowledgment) 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 _____

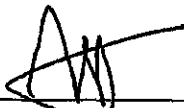
My commission expires:

 (Notary Public)

Exhibit "A"

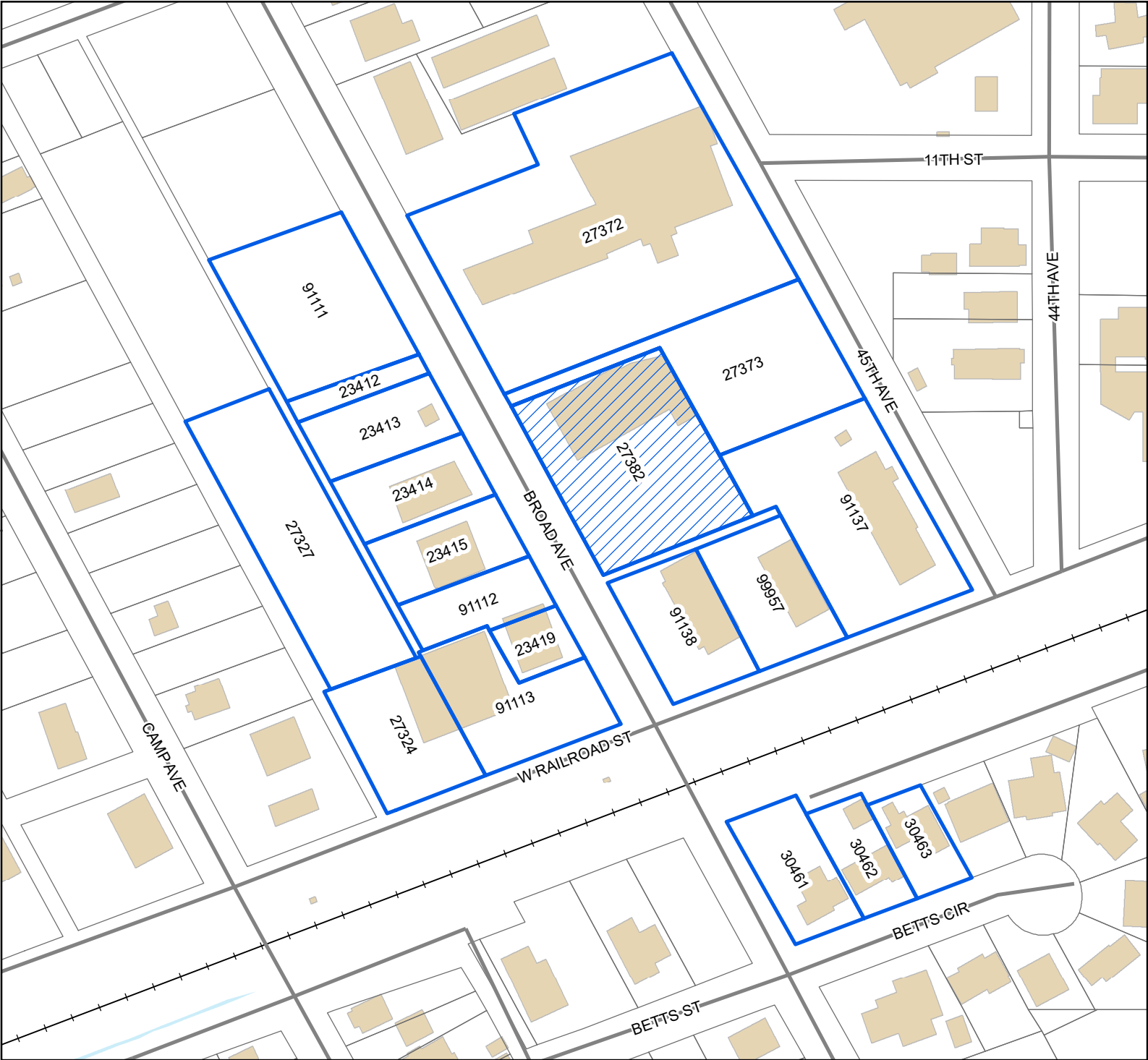
A parcel of land consisting of two lots situated in the City of Gulfport, Harrison County, Mississippi, Section 8, Township 8 South, Range 11 West, more particularly described as follows:

Commencing at the intersection of the centerline of the L&N Railroad (CSX) and the East margin of Broad Avenue; thence North $28^{\circ} 00' 00''$ West along the east margin of Broad Avenue a distance of 251 feet to an iron rod found and the point of Beginning; thence continue along the east margin of Broad Avenue North $28^{\circ} 00' 00''$ West a distance of 207.00 feet to an iron rod; thence North $69^{\circ} 50' 00''$ East a distance of 170.00 feet to "x" in concrete; thence South $28^{\circ} 07' 18''$ East a distance of 207.30 feet to an iron rod; thence South $69^{\circ} 54' 50''$ West a distance of 170.48 feet to the Point of Beginning.



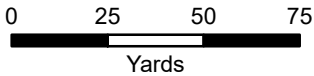
Mohamed I. Awad

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			AWAD MOHAMED I (OWNER)	7400 N ABRERDEEN DR	PASS CHRISTIAN	MS	39571
			Adjacent Property Owners (2409ARC043)				
	30461	0711J-03-036.000	RUSSELL LINDA URSULA G	4340 BETTS CIR	GULFPORT	MS	39501
	30462	0711J-03-035.000	MULLANEY JUDITH A -TOD-	4338 BETTS CIR	GULFPORT	MS	39501
	30463	0711J-03-034.000	MCDANIEL SCOTTY & APRIL	130 SHADOW LAKE DRIVE	HATTIESBURG	MS	39402
	99957	0711J-04-008.001	RAILROAD DEVELOPMENT LLC	14231 SEAWAY RD STE 7001	GULFPORT	MS	39503
	23415	0711J-07-007.000	SUDSATIONAL LAUNDROMAT LLC	428 CHILDERS DR	PENSACOLA	FL	32534
N	91113	0711J-07-010.000	FAMILY DOLLAR STORES OF MS INC	ATTN REAL ESTATE TAX	CHESAPEAKE	VA	23320
N	23419	0711J-07-009.000	SUDSATIONAL LAUNDROMAT LLC	428 CHILDERS DR	PENSACOLA	FL	32534
	91137	0711J-04-007.000	CORBAN MAGRUDER S & MARGARET H	822 EAST BEACH	LONG BEACH	MS	39560
	91111	0711J-07-003.000	SIMMONS FRANK JR	8010 CANAL RD	GULFPORT	MS	39501
	27373	0711J-04-011.000	WELCH FAMILY LIMITED PARTNERSHIP #5	910 M ST NW STE 1130	WASHINGTON	DC	20001
N	23412	0711J-07-004.000	SIMMONS FRANK JR	8010 CANAL RD	GULFPORT	MS	39501
	27327	0711J-07-012.000	HAYDEL PROPERTIES LP	P O BOX 1891	GULFPORT	MS	39502
	23414	0711J-07-006.000	COASTAL PROPERTIES LLC	735 E SCENIC DR	PASS CHRISTIAN	MS	39571
N	91112	0711J-07-008.000	SUDSATIONAL LAUNDROMAT LLC	428 CHILDERS DR	PENSACOLA	FL	32534
N	27372	0711J-04-012.000	WELCH FAMILY LIMITED PARTNERSHIP #5	910 M ST NW STE 1130	WASHINGTON	DC	20001
	91138	0711J-04-008.000	NGUYEN TU HUU	100 VALENTINE DR	LONG BEACH	MS	39560
N	23413	0711J-07-005.000	HANCOCK BANK	C/O VEE SERVICES	DALLAS	TX	75230
N	27382	0711J-04-010.000	AWAD MOHAMED I	7400 N ABRERDEEN DR	PASS CHRISTIAN	MS	39571
N	27324	0711J-07-011.000	FAMILY DOLLAR STORES OF MS INC	ATTN REAL ESTATE TAX	CHESAPEAKE	VA	23320



Legend

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



1 inch = 150 feet



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



URBAN DEVELOPMENT DEPARTMENT | PLANNING & ZONING

PO BOX 1780 | GULFPORT, MS | 1410 24TH AVENUE

P: 228.868.5710 | F: 228.868.5708 | PLANNERS@GULFPORT-MS.GOV

ARCHITECTURAL REVIEW COMMITTEE CASE # 2024-846

Hearing Date: Friday, September 20, 2024

Architectural Review Committee 2409ARC044; Architectural Review Committee 2409ARC044, by owner Matt Bowers, seeking approval for a new freestanding ground sign, Tax Parcel 1008M-04-003.002, 11485 Dedeaux Rd, Zoned B-2 (General-Business), Ward 6

Technical Report

ARCHITECTURAL REVIEW COMMITTEE

GENERAL INFORMATION

Case File Number: 2409ARC044

Hearing Date: September 20, 2024

Current Zoning/Use: B-2 / Commercial Sign

Legal: Architectural Review Committee 2409ARC044, by owner Matt Bowers, seeking approval for a new freestanding ground sign, Tax Parcel 1008M-04-003.002, 11485 Dedeaux Rd, Zoned B-2 (General-Business), Ward 6

TECHNICAL DETAILS

The applicant is seeking approval for their proposed freestanding ground sign. Upon staff review of the proposed sign, it meets the design requirements as stated in Appendix A, Article IV. Sec 9, 103, b, 1-4:

- (1) All freestanding permanent signs, structures or poles shall be self-supporting structures erected on or permanently attached to concrete foundations or meet wind load requirements as specified in the building code, or any amendment thereto, adopted by the city.
- (2) Sign structure support pole(s) shall be wrapped with a masonry, stucco, stone and/or a similar synthetic material, from the ground level to a height not to exceed ten (10) feet above said ground level.
- (3) A decorative buttress shall be constructed at the ground/base level of the façade.
- (4) A decorative cap or crown shall be constructed at the top of the façade.

Any portion of the sign structure's support pole(s) between the façade and the display of the sign that is greater than ten (10) feet above ground level shall be finished with a stucco wrap or a textured paint.

EXECUTIVE SUMMARY

Applicant is seeking approval for a new freestanding ground sign for a new Hyundai dealership off of Dedeaux Road. Proposed ground sign is meeting the requirements regarding the copy area and setbacks. Additionally, the proposed sign is meeting architectural design requirements for a freestanding ground sign.

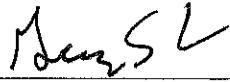
DEPARTMENTAL CONDITIONS

1. Approval allows for sign as proposed.

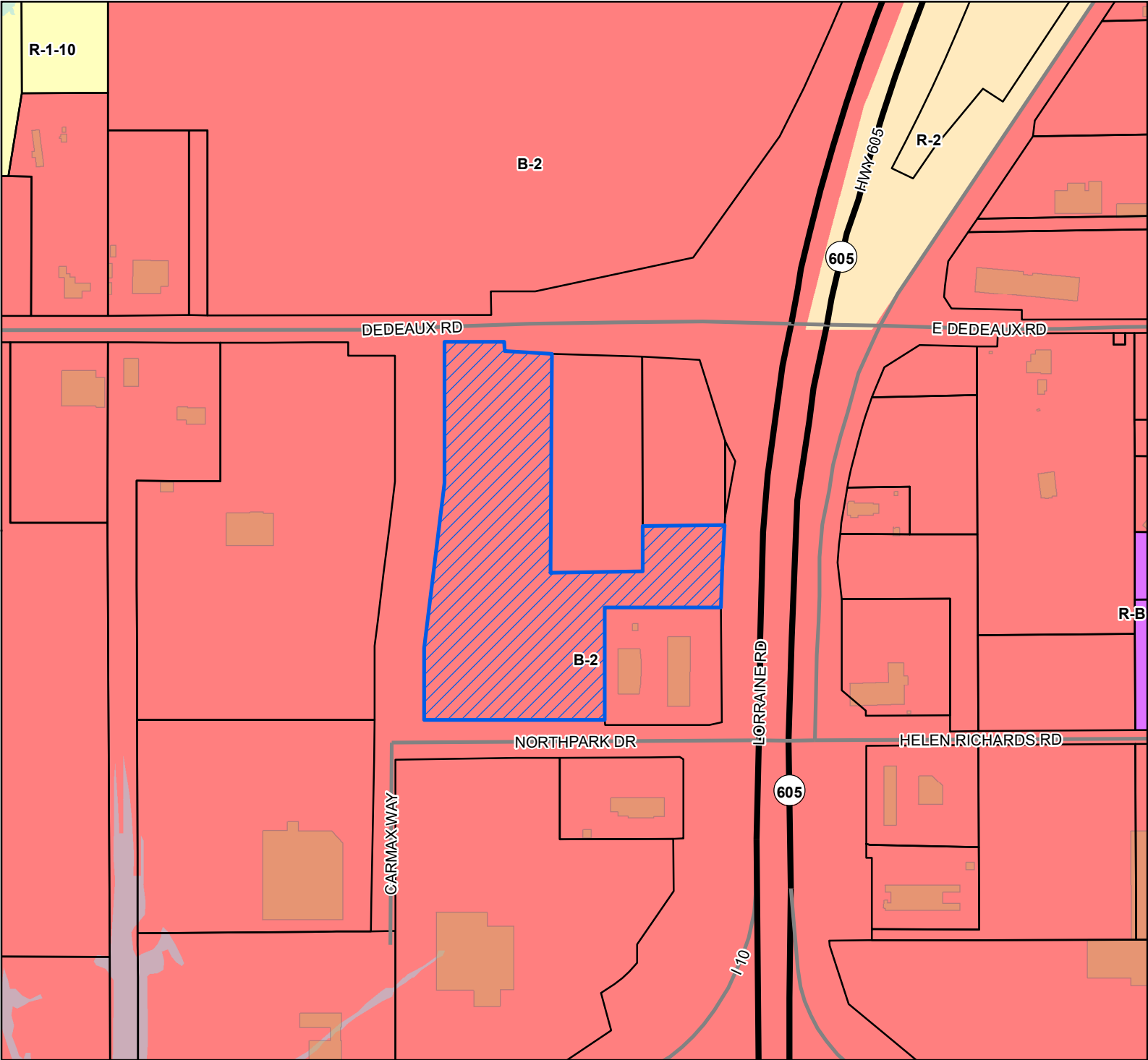
Technical Report
ARCHITECTURAL REVIEW COMMITTEE

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Holmes
Director of Urban Development Department



Legend

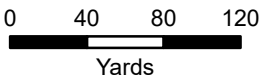
- Site
- US or State Highway
- Street
- Parcels
- Buildings
- Water Features
- City Limit

Zoning

- B-2 - General Business District
- R-1-10 - Single Family Residence (Low Density)
- R-2 - Single Family Residence District (Medium Density)
- R-B - Residence-Business District

Site Information

1008M-04-003.002
 Zoning: B-2 (General business)
 Size: 6.3 acres
 Flood: X



1 inch = 300 feet



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

OWNER:Matt Bowers

Printed Name of Owner

328 Columbia Street

Mailing Address

Covington

City

LA

State

70433

Zip Code

AGENT:

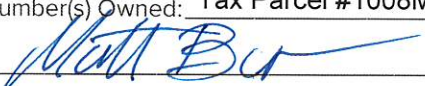
Printed Name of Agent

Mailing Address

City

State

Zip Code

Name of Owner (PRINT) Matt BowersAddress (Street, City, State, Zip Code) 11457 Northpark Dr. Gulfport, MS 39503Phone (Home) _____ (Work) _____ (Cell) 561-891-9713Tax Parcel Number(s) Owned: Tax Parcel #1008M-04-003.002Signature: **Name of Owner (PRINT)** _____

Address (Street, City, State, Zip Code) _____

Phone (Home) _____ (Work) _____ (Cell) _____

Tax Parcel Number(s) Owned: _____

Signature: _____

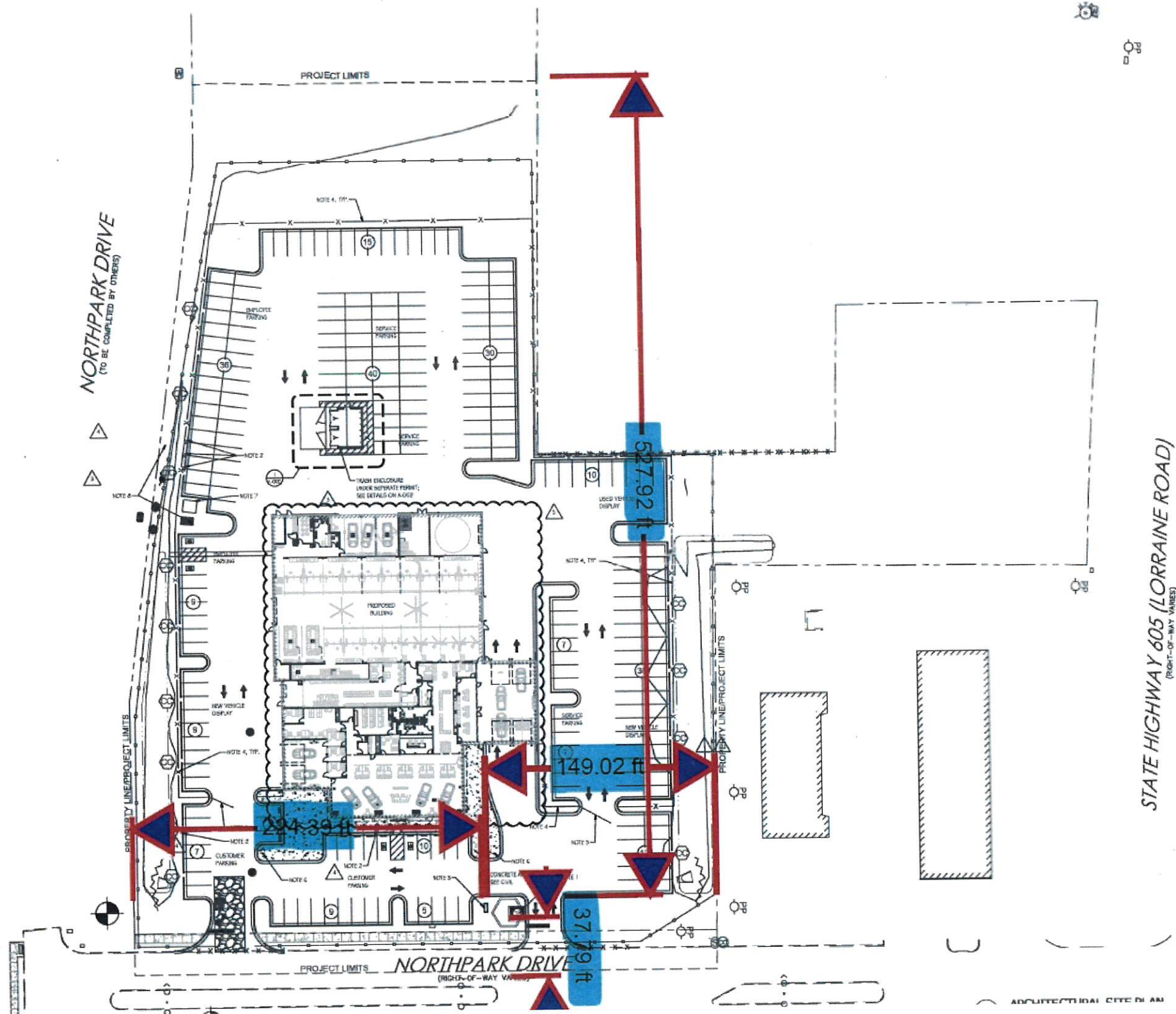
Name of Owner (PRINT) _____

Address (Street, City, State, Zip Code) _____

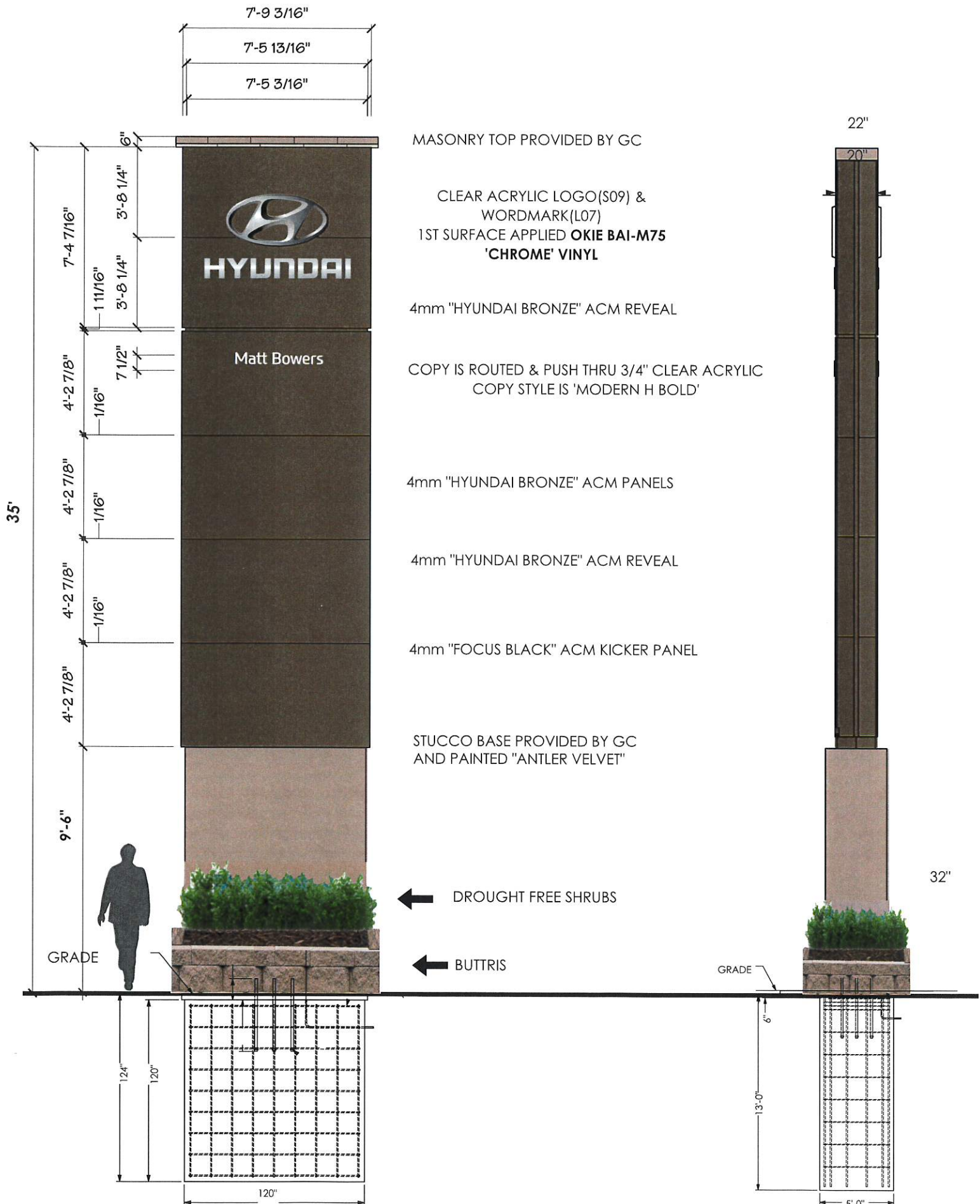
Phone (Home) _____ (Work) _____ (Cell) _____

Tax Parcel Number(s) Owned: _____

Signature: _____



STATE HIGHWAY 605 (LORRAINE ROAD)
(RIGHT-OF-WAY VARIES)



Ground Signs

Art represents approximation of sign appearance.

Ground sign to be installed on new foundation.

Exact location of sign to be determined. Final location of sign subject to municipality approval.

Ground sign recommendation/pricing assumes installation in earth, without obstructions, on level grade.

Dealer to locate private utilities and identify location.

Attempt to install ground sign on existing foundation, this requires a survey to confirm adaptability, approval by an engineer(s), and municipality

Dealer to provide 120-volt, 20-amp dedicated circuit to sign.

Hyundai Directionals are NON-illuminated and will not require electrical.

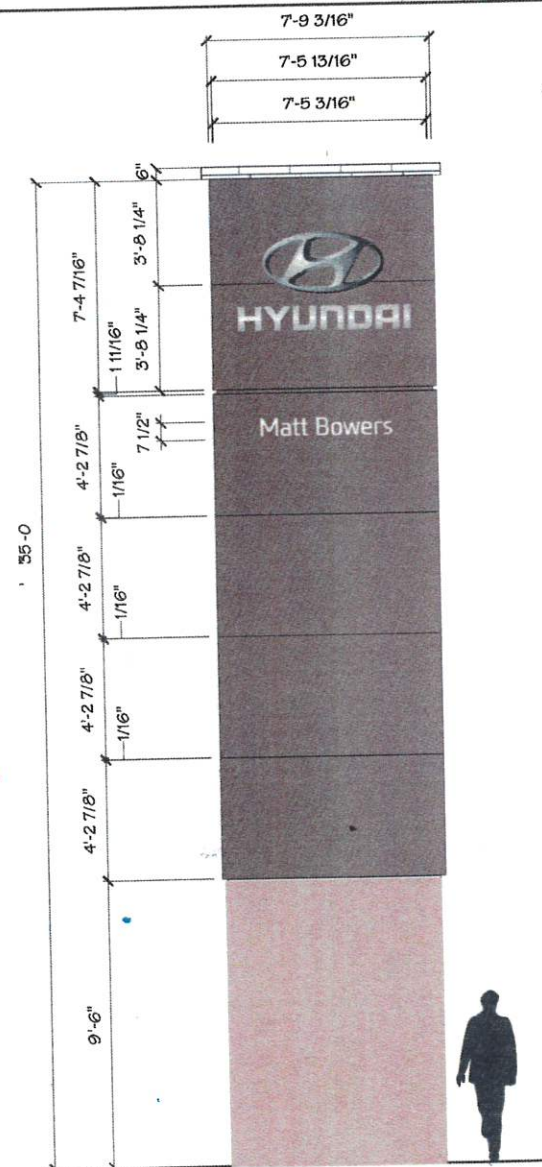
If an Engineer alters quoted signage a change order will be provided to the Dealer.

Copy on and placement of any signs, including directional signs, to be verified by Dealer.

Dealer to supply above to GC, Architect, and other construction team members.

Wind ASCE 7-16 Category II- 160 mph, Miles - 1,094, Zone - 4

G.C. to provide stucco base to match the building exterior.
Base to be painted Antler Velvet.



GDSI-21-P-25-VHWL

21.00 sq. ft.

Exact location of sign to be determined. Pylon requires a 10' setback



MS041 Matt Bowers Hyundai
11457 Northpark Dr.
Gulfport, MS 39503

CAM: F. Scamardo

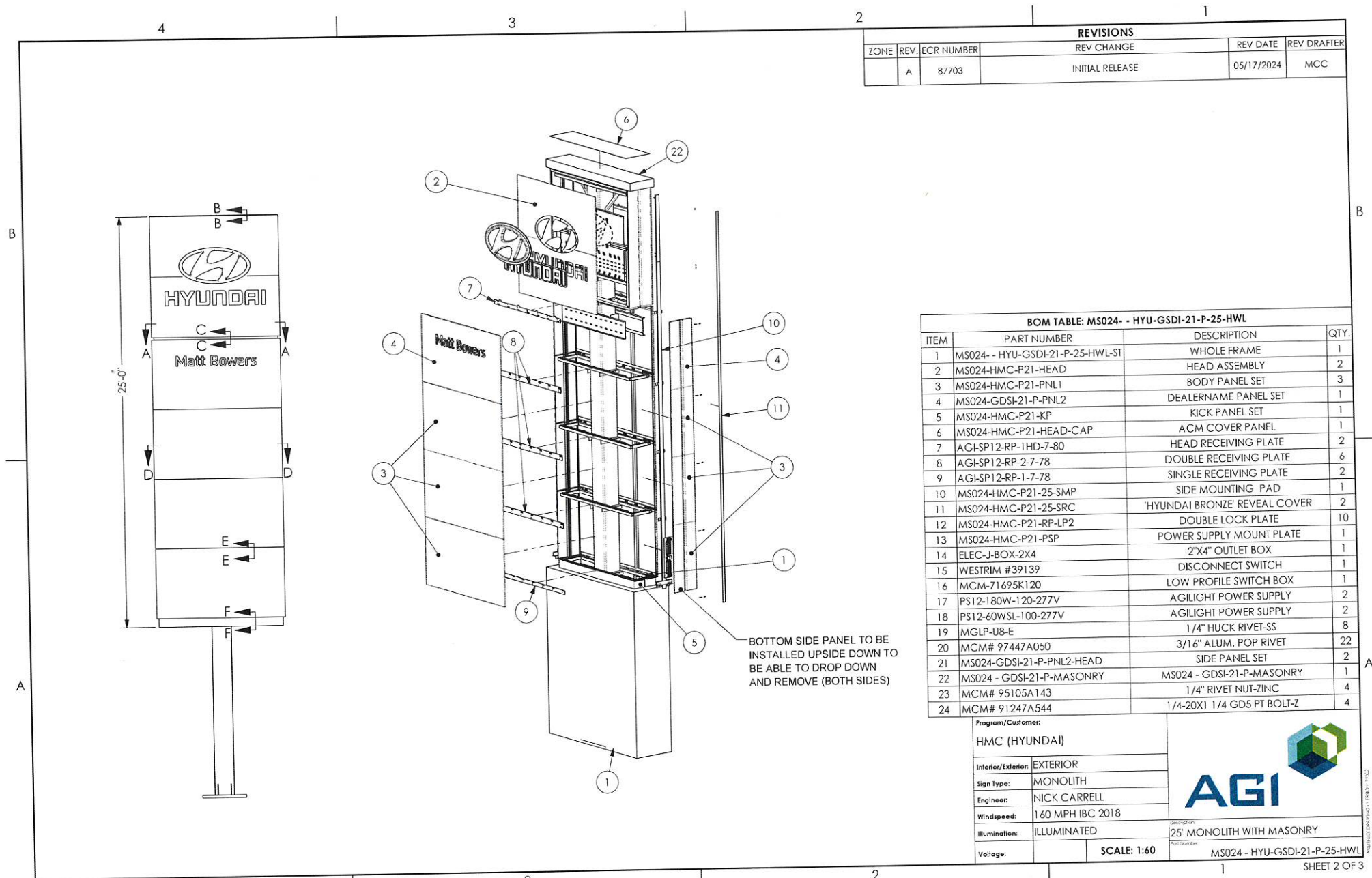
AGI Rep: NSA / I Risteska

Drawn By: RW

Scale: NTS

Date: 07/18/2024







COVENANT AFFIDAVIT

I, Matt Bowers being property owner or agent of the property 11457 Northpark Drive, Gulfport, MS 39503
PRINT NAME PRIMARY ADDRESS OR PARCEL

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

Matt Bowers
SIGNATURE

9/6/24
DATE

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 6 day of 9, 20 2024

Louie A. Kass
NOTARY PUBLIC



At Death
COMMISSION EXPIRATION



Louisiana
**SECRETARY
OF STATE**
NANCY LANDRY

(<https://www.sos.la.gov/Pages/default.aspx>)

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Name	Type	City	Status
MBH GPT REAL ESTATE, LLC	Limited Liability Company	SLIDELL	Active

Previous Names

Business: MBH GPT REAL ESTATE, LLC
Charter Number: 44520303K
Registration Date: 7/22/2021

Domicile Address

316 E. HOWZE BEACH ROAD
SLIDELL, LA 70461

Mailing Address

316 E. HOWZE BEACH ROAD
SLIDELL, LA 70461

Status

Status: Active
Annual Report Status: In Good Standing
File Date: 7/22/2021
Last Report Filed: 6/28/2024
Type: Limited Liability Company

Registered Agent(s)

Agent: JEREMY HEBERT
Address 1: 201 RUE BEAUREGARD
City, State, Zip: LAFAYETTE, LA 70508
Appointment Date: 7/22/2021

Officer(s)

Additional Officers: No

Officer: MATTHEW BOWERS
Title: Member
Address 1: 328 NORTH COLUMBIA STREET
City, State, Zip: COVINGTON, LA 70433

Amendments on File

No Amendments on file

[Back to Search Results](#)

[New Search](#)

[View Shopping Cart](#)

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

Indexing Instructions:

File# 220305

STATE OF MISSISSIPPI

COUNTY OF HARRISON

WARRANTY DEED

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

NORTH PARK HOLDINGS, LLC,
a Mississippi limited liability company
2591 23RD AVENUE
GULFPORT, MS 39501
228-897-1995

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

MBH GPT REAL ESTATE, LLC,
a Louisiana limited liability company
328 North Columbia Street
Covington, LA 70433
504-382-7269

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

A parcel of land situated and being located in the NW 1/4 of the SW 1/4 of Section 7, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, being more particularly described as follows:

Lot One (1), GULFPORT PROMENADE SUBDIVISION, a subdivision according to the official map or plat thereof on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 59, at Page 25, thereof, reference to which is hereby made in aid of and as a part of this description.

Our File Number 220305

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

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

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

IN WITNESS WHEREOF, NORTH PARK HOLDINGS, LLC, a Mississippi limited liability company, has caused this conveyance to be executed by its duly authorized officers, they having first been duly authorized to do so, on this the 17th day of June, 2022.

NORTH PARK HOLDINGS, LLC

BY: 
JOHN BOOTHBY, MANAGER

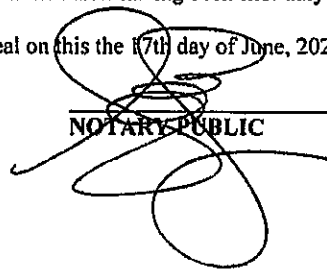
BY: 
SCOTT DELANO, MEMBER

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, JOHN BOOTHBY, who acknowledged that he is the MANAGER of NORTH PARK HOLDINGS, LLC, a Mississippi limited liability company, and SCOTT DELANO, who acknowledged that he is the MEMBER of NORTH PARK HOLDINGS, LLC, a Mississippi limited liability company and as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned after having been first duly authorized to do so.

GIVEN under my hand and official seal on this the 17th day of June, 2022.


NOTARY PUBLIC

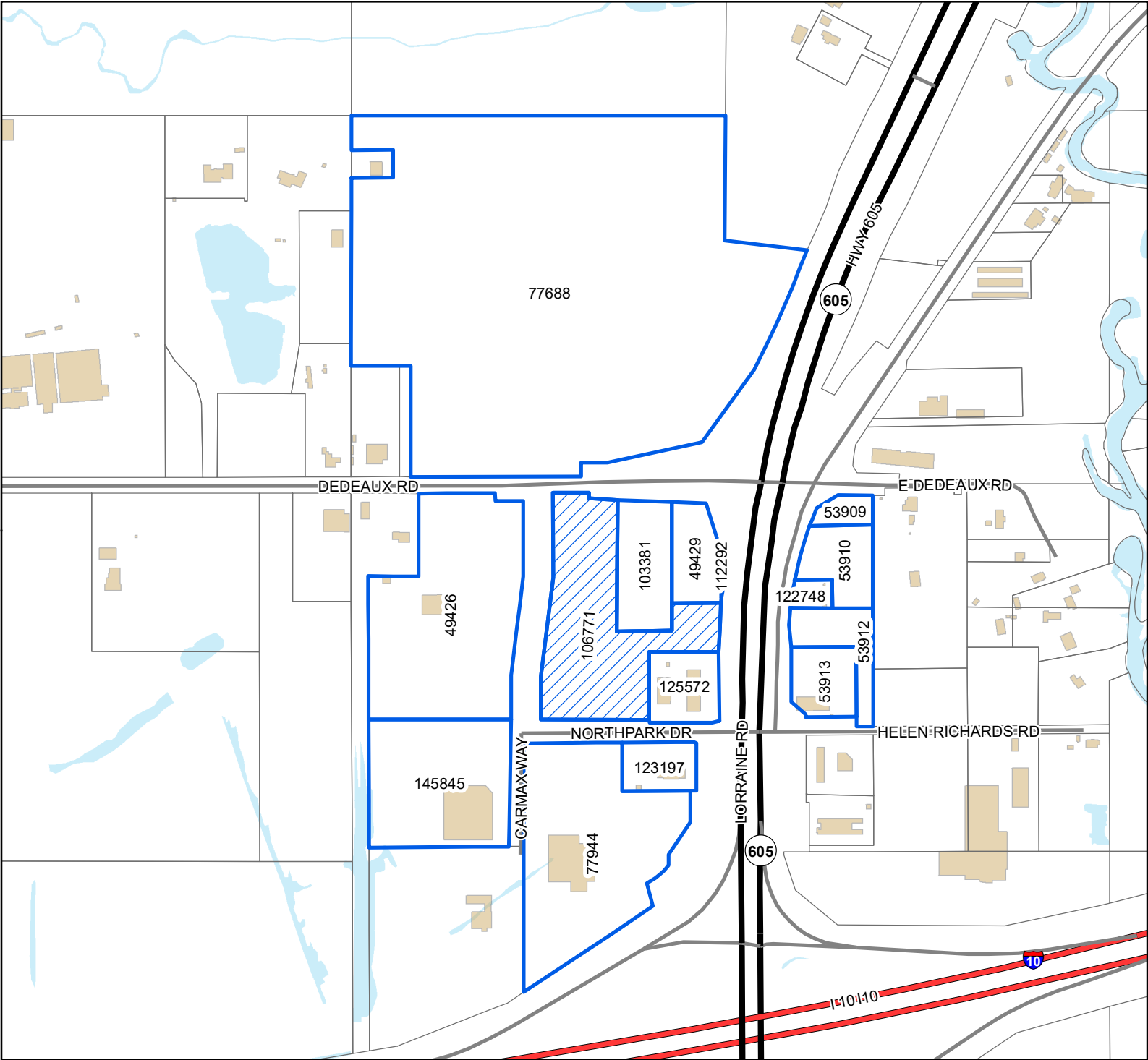
(SEAL)

My Commission Expires:

Our File Number 220305

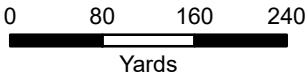


Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			MATT BOWERS (OWNER)	328 COLUMBIA STREET	COVINGTON	LA	70433
			Adjacent Property Owners (2409PC044)				
	103381	1008M-04-003.001	STOCK LLC	14014 MADISON CIR	OMAHA	NE	68137
	77688	1008L-01-002.000	NORTHPARK HOLDINGS LLC	964 EMILY DR	BILOXI	MS	39532
	53909	1008M-01-007.000	RICHARD CLYDE WARNER FAMILY TRUST	11019 SHORECREST ROAD	BILOXI	MS	39532
	112292	1008M-04-010.000	MISS DEPT OF TRANSPORTATION	C/O RIGHT OF WAY DIVISION	JACKSON	MS	39215
	53913	1008M-01-010.000	CLARK OIL COMPANY INC	720 STATION ST	WAYNESBORO	MS	39367
	77944	1008M-04-003.000	MS INTERSTATE PROPERTIES LLC	ATTEN: ROBERT WEINMANN	METAIRIE	LA	70009
	106771	1008M-04-003.002	MBH GPT REAL ESTATE LLC	328 NORTH COLUMBIA ST	COVINGTON	LA	70433
	53910	1008M-01-008.000	RICHARD GARY	11036 SHORECREST RD	BILOXI	MS	39532
	122748	1008M-01-008.001	WHITWORTH CAROL -TRUSTEE- ETAL	C/O WHITWORTH SCHOOL	PORTLAND	OR	97220
	53912	1008M-01-009.000	HIGHWAY DEVELOPMENT CO INC	4450 OLD CANTON RD STE 203	JACKSON	MS	39211
N	49429	1008M-04-002.000	STOCK LLC	C/O MERWYN PEARSON	OMAHA	NB	68137
	125572	1008M-04-006.002	11207 LORRAINE ROAD LLC	431 PORT TERMINAL CIRCLE	VICKSBURG	MS	39183
N	49426	1008M-04-006.000	NORTHPARK HOLDINGS LLC	964 EMILY DR	BILOXI	MS	39532
	123197	1008M-04-006.001	MCDONALD'S REAL ESTATE COMPANY	6520 SUNPLEX DRIVE	OCEAN SPRINGS	MS	39564
	145845	1008M-04-006.004	2S LLC	211 BEAUVOIR ROAD	BILOXI	MS	39531



Legend

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



1 inch = 500 feet



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URBAN DEVELOPMENT DEPARTMENT | PLANNING & ZONING

PO BOX 1780 | GULFPORT, MS | 1410 24TH AVENUE

P: 228.868.5710 | F: 228.868.5708 | PLANNERS@GULFPORT-MS.GOV

ARCHITECTURAL REVIEW COMMITTEE CASE # 2024-904

Hearing Date: Friday, September 20, 2024

Architectural Review Committee Permits



URBAN DEVELOPMENT DEPARTMENT | PLANNING & ZONING

PO BOX 1780 | GULFPORT, MS | 1410 24TH AVENUE

P: 228.868.5710 | F: 228.868.5708 | PLANNERS@GULFPORT-MS.GOV

ARCHITECTURAL REVIEW COMMITTEE CASE # 2024-834

Hearing Date: Friday, September 20, 2024

Architectural Review Committee 2409ARC041; Architectural Review Committee 2409ARC041, by owner Mississippi Power, seeking approval to deviate from landscape requirements, Tax Parcel 0811K-04-038.000, 2992 West Beach Blvd, Zoned T6 (Urban Core Zone), Ward 2

Technical Report

ARCHITECTURAL REVIEW COMMITTEE

GENERAL INFORMATION

Case File Number: 2409ARC041

Hearing Date: September 20, 2024

Current Zoning/Use: T6 / Commercial Structure

Legal: Architectural Review Committee 2409ARC041, by owner Mississippi Power, seeking approval to deviate from landscape requirements, Tax Parcel 0811K-04-038.000, 2992 West Beach Blvd, Zoned T6 (Urban Core Zone), Ward 2

TECHNICAL DETAILS

The applicant requests a waiver not to meet the required design standard for landscaping, instead wishing to refer to their proposed landscaping plan for the landscaping requirements.

Appendix A, Sec. IV Supplementary Regulations (a)(3)(i-vii)

Design Standards

1.6 Landscaping

- i. Landscaping should be designed to delineate outdoor spaces, reinforce architectural themes, strengthen the sense of place of a district or corridor, screen services and parking from public view, and ease transitions among adjacent uses.
- ii. Landscape designs should provide for clear lines of site and allow for the informal surveillance of sidewalks, pedestrian paths, public spaces, building entries, and other areas where public use is anticipated.
- iii. Where possible, existing landscape elements should be incorporated and preserved. Healthy mature trees and tree groupings should be preserved as design determinants. Mature trees on project sites should be protected and preserved as per City of Gulfport tree preservation standards.
- iv. Along public street frontages, landscape designs should continue or complement treatments on adjacent properties and reinforce the overall landscape character of the corridor or district.
- v. Planting trees, shrubs, vines, and ground cover in combination with strategically placed screen walls should be used to for screening.
- vi. Use of native, drought tolerant species is preferred.
- vii. Automatic irrigation is preferred for all landscape areas.

EXECUTIVE SUMMARY

With an estimated valuation of \$750,000.00 for this project, must meet the mentioned above criteria for Gulfport's design standards; any new Construction of a building or major renovation or addition to an existing building valued greater than fifty thousand (\$50,000.00) dollars intended for commercial, office, hotel/motel, or other commercial or mixed use on a property

Technical Report

ARCHITECTURAL REVIEW COMMITTEE

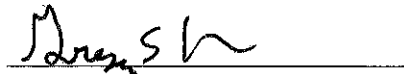
fronting on or visible from a public roadway designated as an arterial or major collector in the city's comprehensive plan. In the applicant's application they list the Tax Parcel 0811K-04-038.000 as the subject site, yet list it as the addressed property of 2992 West Beach Boulevard, which is a separate property. This property confusion is compacted as the applicant provided property information for both locations, without specifying which site the application is for. Any approval for the applicant's request should consider having the applicant correctly identify the subject site before any permits may be issued, regarding their request. The applicant is wishing to refer the landscape requirements listed above to their proposed landscape plan. The applicant does not state what time frame this landscaping plan will be used for the subject site. Any approval of the applicant's request will require the applicant to clarify the time frame the landscaping plan will be used for before any permits can be issued.

DEPARTMENTAL CONDITIONS

1. Applicant must correctly identify the subject site before permits can be issued.
2. Applicant will need to clarify the time frame the landscaping plan will be used for before any permits can be issued.

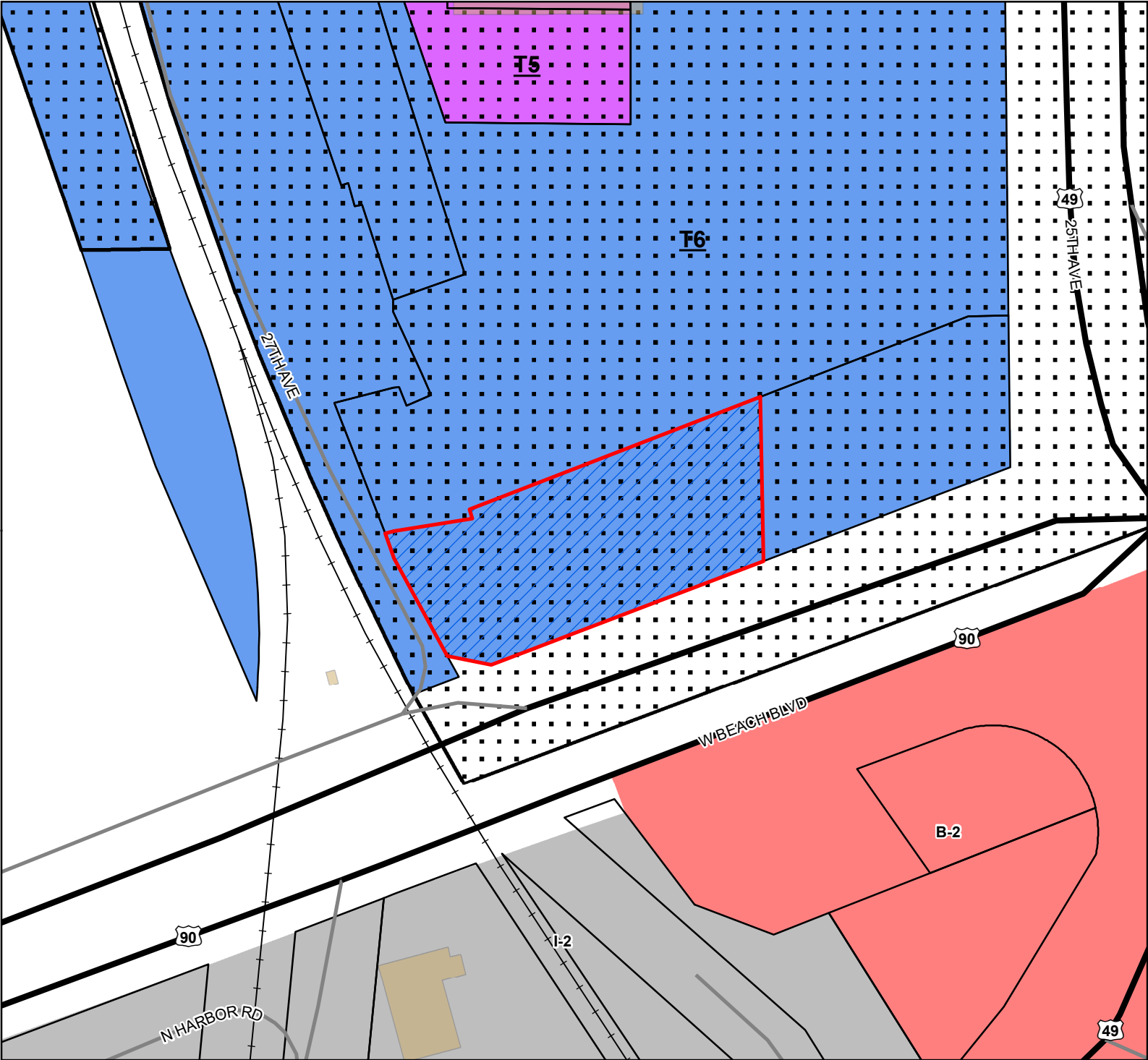
DIRECTOR APPROVAL

This report has been reviewed and approved by:



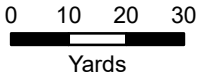
Greg Holmes

Director of Urban Development Department



- Site
- US or State Highway
- Street
- Railroad
- Parcels
- Buildings
- City Limit
- Smart Code
 - T6
 - T5
- Zoning
 - B-2 - General Business District
 - I-2 - Heavy Industry District

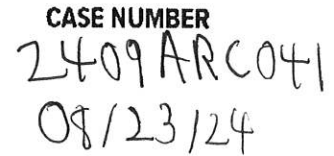
Site Information
0811K-04-038.000
Zoning: T6 (Urban Core Zone)
Size: 28716.79 sqft
Flood: AE



1 inch = 100 feet



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OWNER:Mississippi Power

Printed Name of Owner

2992 W Beach BlvdMailing Address
GulfportMS39501

City

State

Zip Code

AGENT:

Printed Name of Agent

Mailing Address

City

State

Zip Code

Name of Owner (PRINT) Mississippi Power (Contact Person: Jessica Cecil, Project Manager)Address (Street, City, State, Zip Code) 2992 W Beach Blvd, Gulfport, MS 39501Phone (Home) _____ (Work) _____ (Cell) 228-518-0994Tax Parcel Number(s) Owned: 0811L-01-038.000Signature: MPC contact: J. M. J. Cecil

Name of Owner (PRINT) _____

Address (Street, City, State, Zip Code) _____

Phone (Home) _____ (Work) _____ (Cell) _____

Tax Parcel Number(s) Owned: _____

Signature: _____

Name of Owner (PRINT) _____

Address (Street, City, State, Zip Code) _____

Phone (Home) _____ (Work) _____ (Cell) _____

Tax Parcel Number(s) Owned: _____

Signature: _____



Designation of Agent

I, Shawn Shurden, being owner of the property 2992 W Beal Blvd which is the subject of this application hereby authorize _____ to act as my representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning Commission, and/or City Council, and/or permitting and licensing, as required by the City.

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

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

Signature

8/22/2024

Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 22nd day of August, 20 24

Notary Public

02-20-2025

Commission Expiration





Covenant Affidavit

I, Shawn Shurden, being owner or agent of the property 2992 W Beach Blvd
PRINT NAME PRIMARY ADDRESS OR PARCEL

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

Signature

8/22/2024
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 22nd day of August, 2024

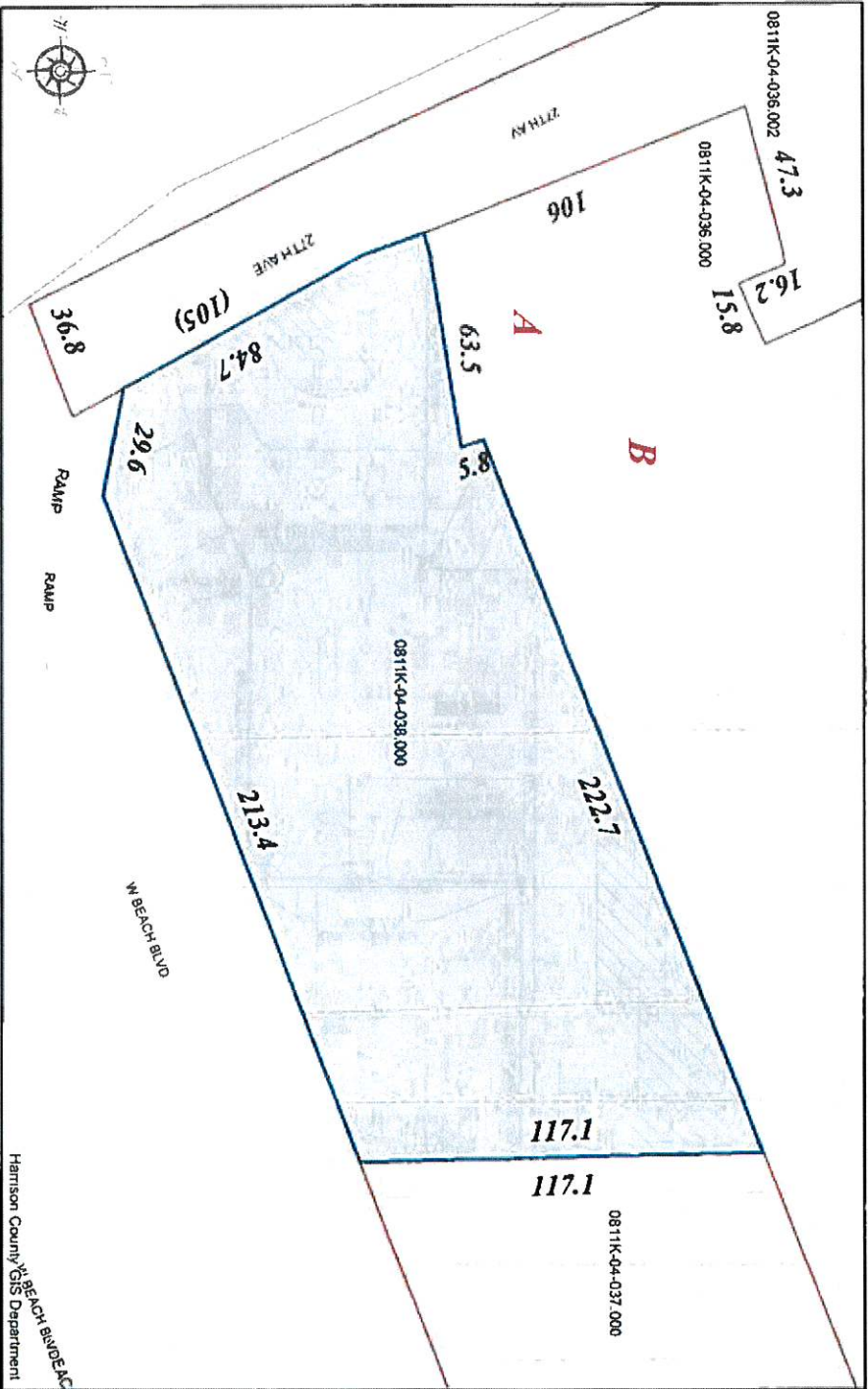
Notary Public

02-20-2025

Commission Expiration



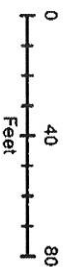
My Map



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. TAX PAYER/TAX ASSESSOR.

MAP DATE: August 20, 2024

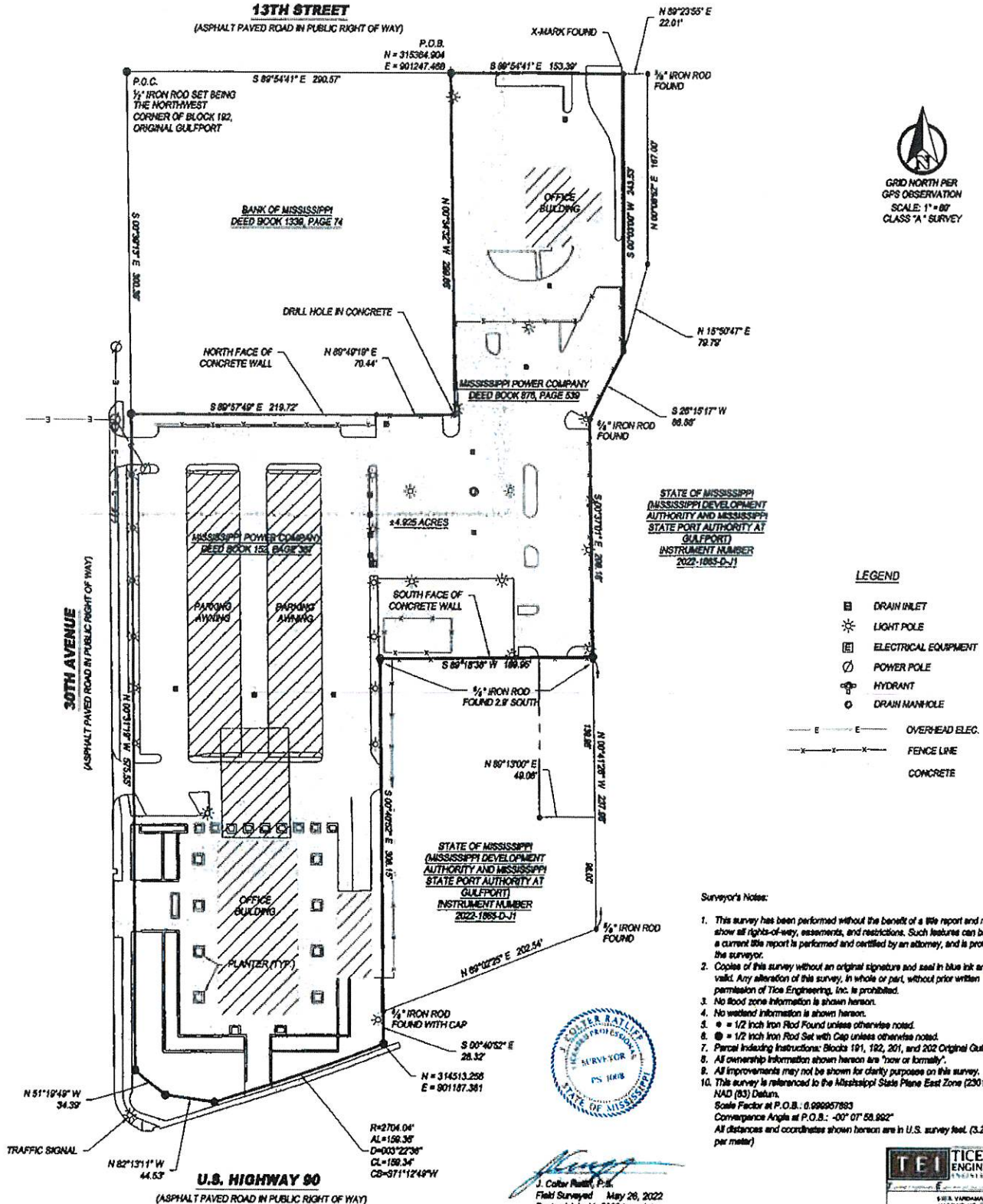


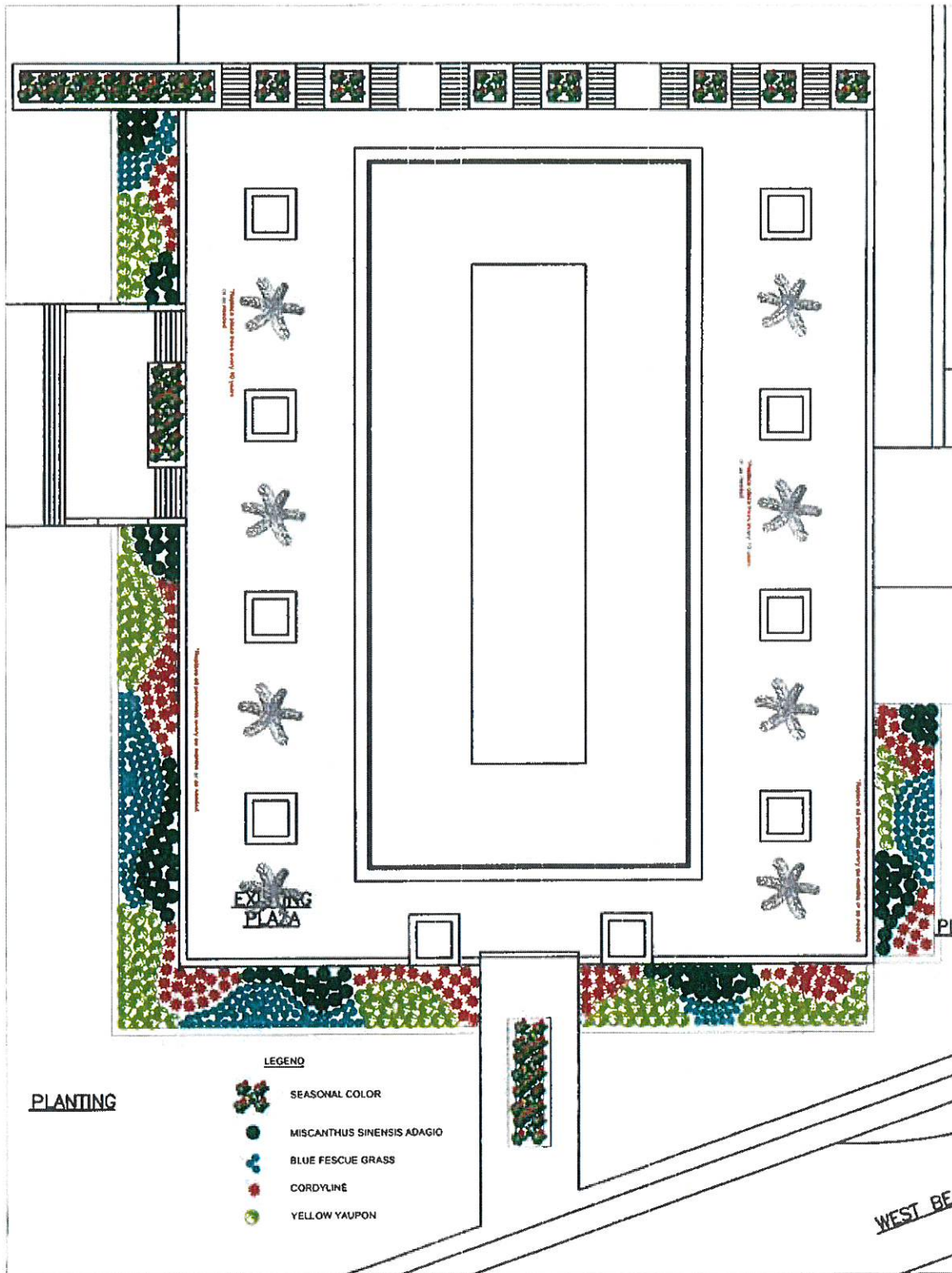
BOUNDARY DESCRIPTION:

A parcel of land located in Blocks 191, 192, 201, and 202 Original Gulfport, Harrison County Mississippi being more particularly described as follows:

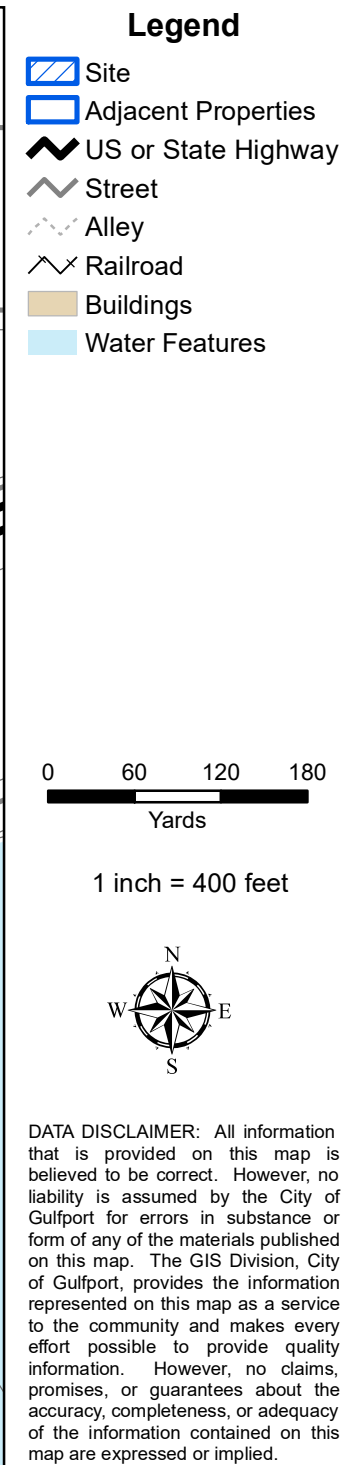
Commence at a 1/2 inch iron rod with cap being the Northwest corner of said Block 192; thence South 89 degrees 54 minutes 41 seconds East 290.57 feet to a 1/2 inch iron rod with cap and the Point of Beginning, said Point of Beginning having grid coordinates of N 315364.904 and E 901247.489 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (U.S. Survey Feet); bearings and distances herein are grid values based on said coordinate system using a scale factor of 0.999957893 and a convergence angle of -00 degrees 07 minutes 58.992 seconds (at the P.O.B.); thence South 89 degrees 54 minutes 41 seconds East 153.39 feet along the south margin of 13th Street to an X-Mark in concrete; thence South 00 degrees 03 minutes 00 seconds West 243.53 feet to a 1/2 inch iron rod; thence South 28 degrees 15 minutes 17 seconds West 66.88 feet to a 1/2 inch iron rod; thence South 00 degrees 37 minutes 01 seconds East 206.18 feet to a 1/2 inch iron rod with cap; thence South 89 degrees 18 minutes 38 seconds West 189.95 feet along the south face of a concrete wall to a 1/2 inch iron rod with cap; thence South 00 degrees 40 minutes 52 seconds East 28.32 feet to the north margin of U.S. Highway 90 and a 1/2 inch iron rod with cap; thence 150.34 feet along the arc of a curve to the right being non-tangent with the previously described line, said arc having a radius of 2,704.04 feet, a central angle of 03 degrees 22 minutes 36 seconds, and a chord which bears South 71 degrees 12 minutes 49 seconds West 150.34 feet to the intersection of the north margin of said U.S. Highway 90 to a 1/2 inch iron rod with cap; thence North 51 degrees 19 minutes 49 seconds West 34.39 feet to the intersection of the north margin of U.S. Highway 90 with the east margin of 30th Avenue and a 1/2 inch iron rod with cap; thence North 00 degrees 31 minutes 19 seconds West 575.55 feet along the east margin of said 30th Avenue to a 1/2 inch iron rod with cap; thence South 89 degrees 57 minutes 49 seconds East 219.72 feet along the north face of a concrete wall to a drill hole in concrete; thence North 89 degrees 49 minutes 19 seconds East 70.44 feet to a 1/2 inch iron rod; thence North 00 degrees 34 minutes 32 seconds West 296.86 feet to the Point of Beginning.

Said parcel containing 4.925 acres, more or less.





Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		0811K-04-038.000	MISSISSIPPI POWER (OWNER)	2992 W BEACH BLVD	GULFPORT	MS	39501
			Adjacent Property Owners (2409ARC041)				
N	20393	0811K-04-039.001	MISS POWER CO				0
	20389	0811K-04-036.002	2600 BEACH BOULEVARD II LLC	P O BOX 520	GULFPORT	MS	39502
	89738	0811K-02-009.000	GULFSIDE CASINO PARTNERSHIP	P O BOX 1600	GULFPORT	MS	39502
	89712	0811K-04-036.000	2R LLC	P O BOX 520	GULFPORT	MS	39502
	20388	0811K-04-037.000	2R LLC	4900 COURTHOUSE RD	GULFPORT	MS	39507
N	89887	0811L-01-038.000	MISS POWER CO				0
	97390	0811K-02-012.000	MS STATE PORT AUTH	P O BOX 40	GULFPORT	MS	39502
N	20392	0811K-04-039.000	MISS POWER CO				0
N	20390	0811K-04-036.001	2600 BEACH BOULEVARD II LLC	P O BOX 520	GULFPORT	MS	39502
	20512	0811L-01-035.000	OZ HOLDINGS MSGC LLC	720 BELLANDE AVE	OCEAN SPRINGS	MS	39564
N	20396	0811K-04-038.000	2R LLC	P O BOX 520	GULFPORT	MS	39502
	108063	0811K-02-019.000	MS STATE PORT AUTH	P O BOX 40	GULFPORT	MS	39502
N	89734	0811K-02-002.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	103463	0811N-02-002.001	DOLE FRESH FRUIT COMPANY -LESSEE-	C/O MS STATE PORT AUTH -LESSOR-	GULFPORT	MS	39502
N	20515	0811L-01-032.000	MS STATE PORT AUTH AT GULFPORT ETAL	C/O EXECUTIVE DIRECTOR	GULFPORT	MS	39501
N	90271	0811K-02-010.000	MS STATE PORT AUTH	P O BOX 40	GULFPORT	MS	39502
N	89735	0811K-02-004.000	GULFPORT CITY OF	P O BOX 1780	GULFPORT	MS	39502
N	140520	0811K-02-004.003	CARTER GREEN INVESTMENTS LLC-LESSEE	GULFPORT REDEVELOPMENT COMM -LE	GULFPORT	MS	39502





URBAN DEVELOPMENT DEPARTMENT | PLANNING & ZONING

PO BOX 1780 | GULFPORT, MS | 1410 24TH AVENUE

P: 228.868.5710 | F: 228.868.5708 | PLANNERS@GULFPORT-MS.GOV

ARCHITECTURAL REVIEW COMMITTEE CASE # 2024-835

Hearing Date: Friday, September 20, 2024

Architectural Review Committee 2409ARC042;(Postponed to October Meeting by Applicant) Architectural Review Committee 2409ARC042, by agent Jalen Coarza, seeking approval to deviate from landscaping requirements and landscaped island requirements, Tax Parcel 1010F-02-034.001, Zoned T5 (Urban Center Zone), Ward 4

Technical Report
ARCHITECTURAL REVIEW COMMITTEE

GENERAL INFORMATION

Case File Number: 2409ARC042

Hearing Date: September 20, 2024

Current Zoning/Use: T5 / Commercial Structure

Legal: Architectural Review Committee 2409ARC042, by agent Jalen Coarza, seeking approval to deviate from landscaping requirements and landscaped island requirements, Tax Parcel 1010F-02-034.001, Zoned T5 (Urban Center Zone), Ward 4

TECHNICAL DETAILS

The applicant requests a waiver not to meet the required design standard for Appendix A, Sec. IV Supplementary Regulations (a)(3)(v)

Design Standards

3.4 Parking location and design

- v. Parking rows should contain no more than ten (10) parking spaces uninterrupted by a landscaped island. Landscape islands should measure a minimum of eight (8) feet in width and eight (8) feet in length.

EXECUTIVE SUMMARY

Applicant states in their letter of hardship, that they had submitted plans for their commercial location that were denied to landscaping requirements, specifically requiring for every row of 10 parking spaces a landscaped island would be required. With an estimated valuation of \$280,000.00 for this project, it meets the following criteria; any new Construction of a building or major renovation or addition to an existing building valued greater than fifty thousand (\$50,000.00) dollars intended for commercial, office, hotel/motel, or other commercial or mixed use on a property fronting on or visible from a public roadway designated as an arterial or major collector in the city's comprehensive plan. The applicant claims in their letter of hardship that the landscaped island requirement imposes a hardship for their client. Looking into the history of the site, the existing business was established before 2007 and has moderate changes since then. According to past imagery, the largest change came between July 2013 and June 2016, in which permits were pulled for internal & exterior renovations to the site which increased the number of customer parking. However, this was done before the current ordinance for Gulfport's architectural standards.

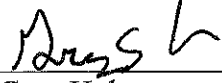
DEPARTMENTAL CONDITIONS

1. Approval grants waiver to deviate from the landscape island requirements.

Technical Report
ARCHITECTURAL REVIEW COMMITTEE

DIRECTOR APPROVAL

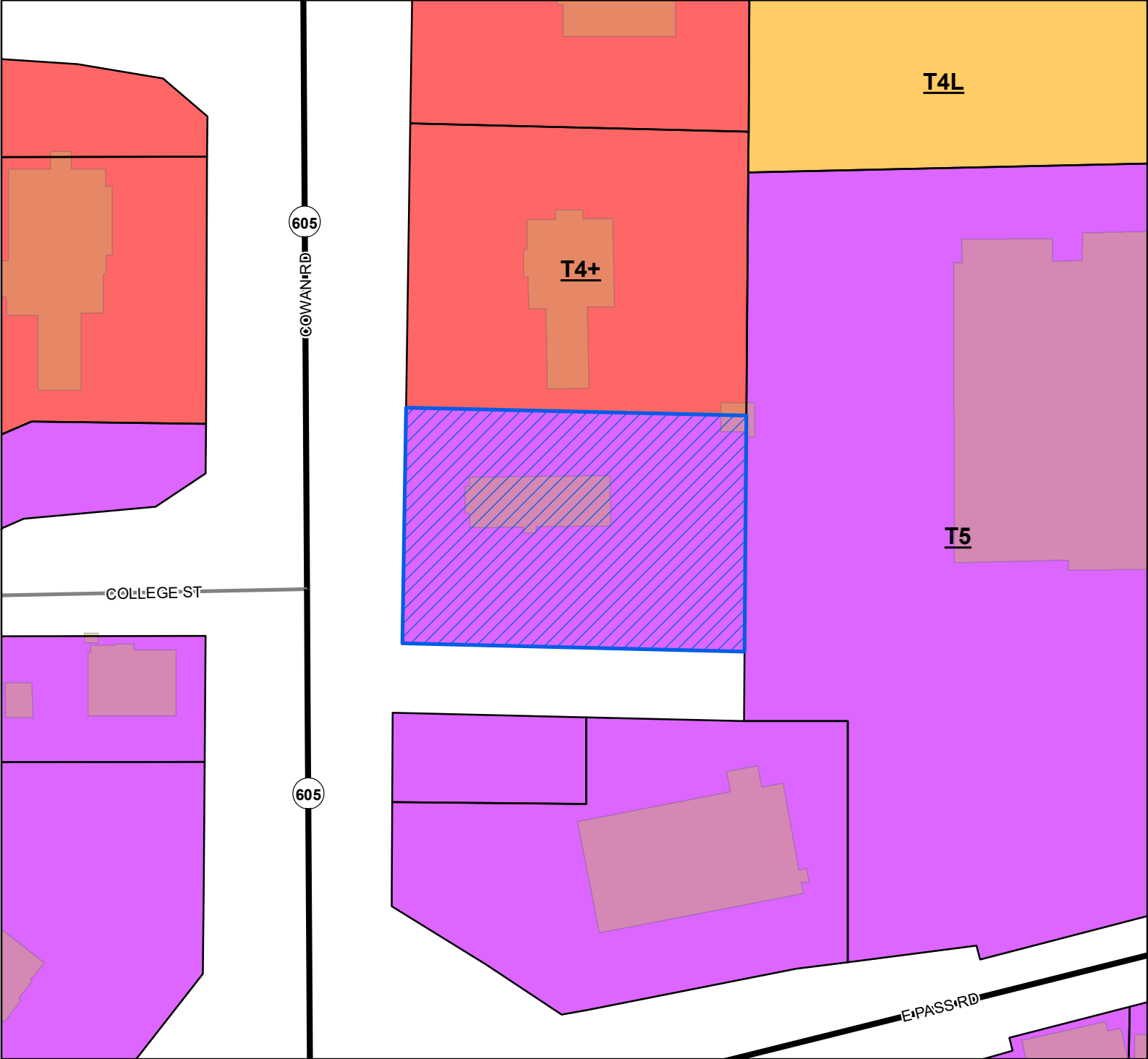
This report has been reviewed and approved by:



Greg Holmes

Director of Urban Development Department





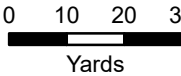
- Site
- US or State Highway
- Street
- Parcels
- Buildings
- City Limit

Smart Code

- T5
- T4+
- T4L

Site Information

1010F-02-034.001
Zoning: T5 (Urban Center Zone)
Size: 1 acre
Flood: X



1 inch = 100 feet



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

08/23/24 Ad

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

ARCHITECTURAL REVIEW

REQUESTED ACTION BY THE Architectural Review Committee
(A separate submission form is required for each request)

☒ Architectural Design Review
☐ Signs

TAX PARCEL NUMBERS

[illegible]**Property Address:**

1010 Cowan Road, Gulfport, MS 39507

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

General Description of Request: _____

Please see attached letter of hardship for requested site improvements

OWNERSHIP AND CERTIFICATION:

I hereby certify that I have read and understand this application and that all information and attachments are true and correct.

I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or have authorization to act as the owner's agent for the herein described request. We can only accept applications with original signatures.

OWNER:Jeffery Descher

Printed Name of Owner

6520 Sunplex Drive

Mailing Address

Ocean SpringsMS39564

City

State

Zip Code

AGENT:Ralph Long

Printed Name of Agent

601 Papworth Ave, Suite 200

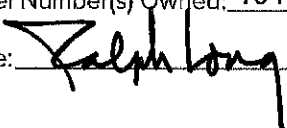
Mailing Address

MetairieLA70005

City

State

Zip Code

Name of Owner (PRINT) Ralph Long (Acting as Agent to Property Owner)Address (Street, City, State, Zip Code) 601 Papworth Ave, Suite 200, Metairie LA 70005Phone (Home) _____ (Work) 504-838-8091 (Cell) _____Tax Parcel Number(s) Owned: 1010F-02-034.001Signature: **Name of Owner (PRINT)** _____

Address (Street, City, State, Zip Code) _____

Phone (Home) _____ (Work) _____ (Cell) _____

Tax Parcel Number(s) Owned: _____

Signature: _____

Name of Owner (PRINT) _____

Address (Street, City, State, Zip Code) _____

Phone (Home) _____ (Work) _____ (Cell) _____

Tax Parcel Number(s) Owned: _____

Signature: _____

IMPORTANT NOTICE:

1. Please be advised that failure to submit a complete application, with all supporting documents, could delay your **hearing date**. The Architectural Review Committee will not consider a request until all information is submitted and accurate.
2. Please be advised that the application deadline dates posted are designed to allow the staff time to review the application and receive required comments from coordinating agencies. The application is not considered complete until all required information from the applicant is available for review by the staff and coordinating agencies.
3. All boxes will need to be **initialed by applicant with required documentation** before application can be accepted.

Submission Requirements:

Page one of this application, completed and signed.

Site plan. Please note that approval of your request, in part, is based on your **11" by 17"** site plan.

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

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

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

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

An **affidavit** stating the request is not in violation of restrictive or protective.

State hardship of why design standards cannot be met individually and thoroughly as a separate attachment

I the owner/agent acknowledge this is a complete application



Designation of Agent

I, Jeffrey H. Descher, being owner of the property 1010 Cowan Rd.
PRINT NAME PRIMARY ADDRESS OR PARCEL
which is the subject of this application hereby authorize Jalen Garza & myself to act as my
PRINT NAME
representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning
Commission, and/or City Council, and/or permitting and licensing, as required by the City.

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

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

[Signature]
Signature

8/21/24
Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 21 day of August, 2024

[Signature]
Notary Public



11/06/27
Commission Expiration



Covenant Affidavit

I, Jeffrey H. Descher, being owner or agent of the property 1010 Cowan Rd.
PRINT NAME PRIMARY ADDRESS OR PARCEL

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

[Signature] 8/21/24
Signature Date

STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 21 day of August, 20 24

[Signature]
Notary Public



11/06/27
Commission Expiration



RALPH LONG
ARCHITECTS

August 16, 2024

Architectural Review Committee
City of Gulfport
1410 24th Ave
Gulfport, MS 39501

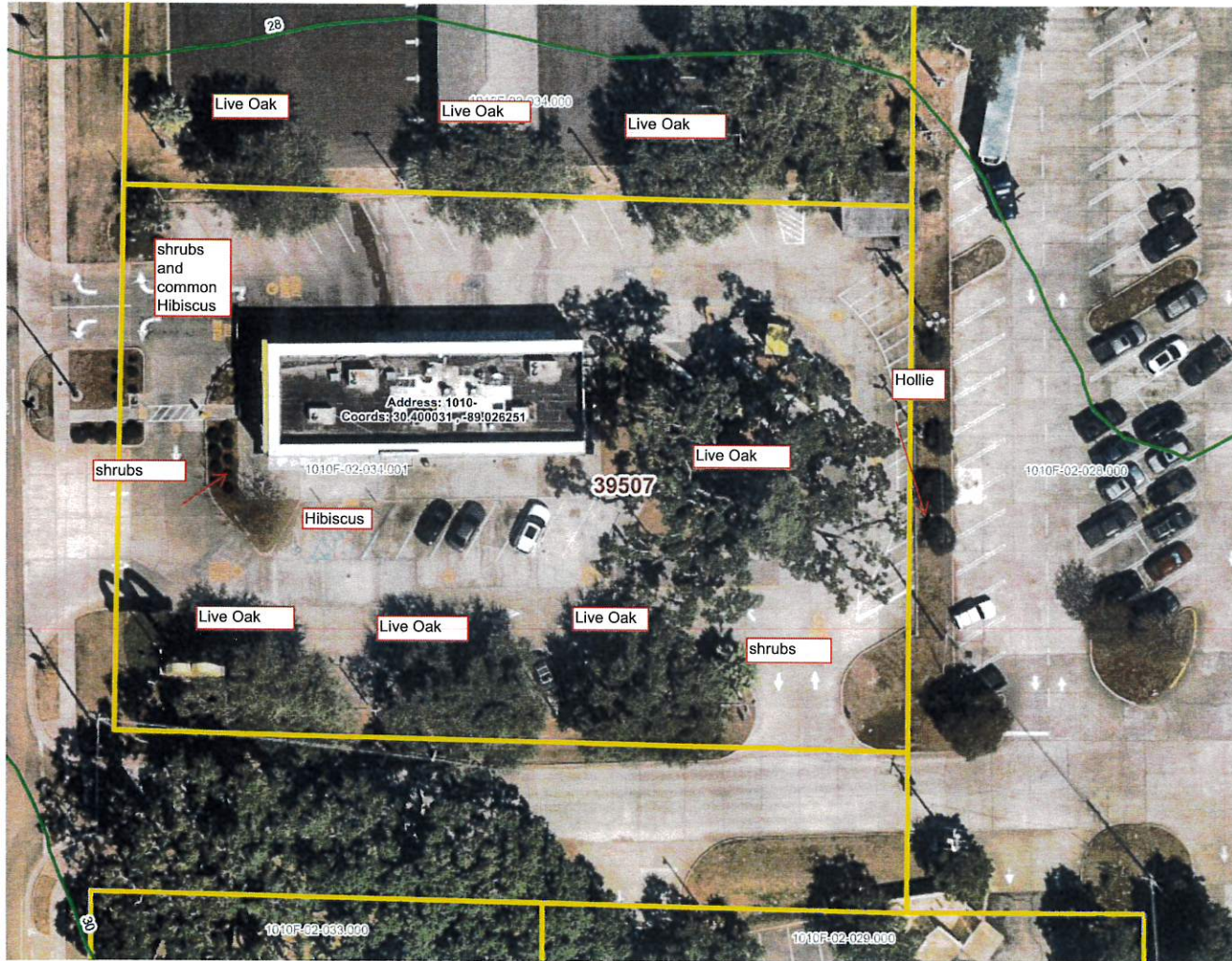
RE: McDonald's Remodel
1010 Cowan Rd, Gulfport, MS 39507

To whom it may concern:

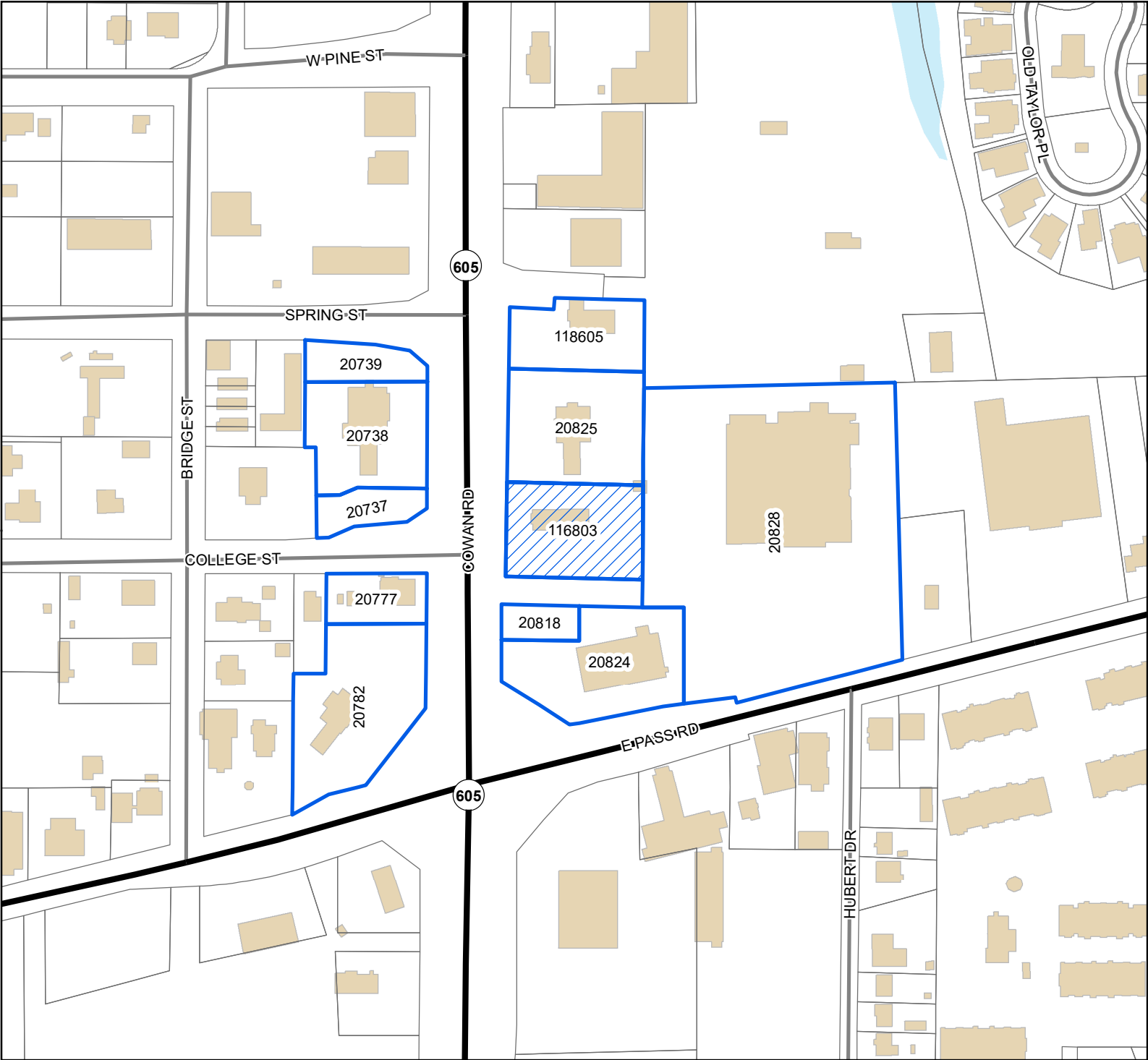
We were recently informed that the submitted plans were denied due to significant landscaping requirements. This includes providing a landscape island for every 10 parking spaces due to the project being located on a main road. Our scope of work is an interior only remodel. Please keep in mind this project previously had a permit approved and issued on June 28, 2023, without this landscaping requirement. Because the permit expired, we have made a re-submittal without a change to the drawings and the scope of work remains the same. The significant landscaping requirements requested impose a hardship for our client in terms of the funding they've already secured and the construction timeline. As a result, adding sitework to the scope will cause an increase in the budget and our client will not be able to secure the permit in time to meet the construction ground break date of 09/09/2024. Should our client plan to make design modifications to the site in a future remodel project, it would be reasonable to expect the jurisdiction's site planning requirements to be assessed.

Sincerely,

Ralph H. Long, Architect

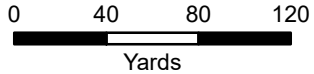


Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		1010f-02-034.001	JEFFERY DESCHER (OWNER)	6520 SUNPLEX DRIVE	OCEAN SPRINGS	MS	39564
			JALEN GARZA (AGENT)	112 RIVERLANDS DR	LAPLACE	LA	70068
			RALPH LONG (AGENT)	601 PAPWORTH AVE STE 200	METAIRIE	LS	70005
			Adjacent Property Owners (2409ARC042)				
	20738	1010E-02-029.000	AMSOUTH BANK	250 RIVERCHASE PKWY SUITE 600	BIRMINGHAM	AL	35244
N	20828	1010F-02-028.000	ROUSE'S ENTERPRISES LLC	ATTN: DONALD J ROUSE JR	THIBODAUX	LA	70302
	20824	1010F-02-029.000	COLE CV GULFPORT MS LLC 5933-01	C/O ALTUS GROUP US INC.	COCKEYSVILLE	MD	21030
	20777	1010E-02-031.000	BARRINEAU TIM W ETAL	927 COWAN RD	GULFPORT	MS	39507
	20782	1010E-02-034.000	BANCORPSOUTH BANK	C/O DON MOZINGO	GULFPORT	MS	39501
	116803	1010F-02-034.001	ARCHLAND PROPERTY I LLC	MCDONALD'S #23909	OCEAN SPRINGS	MS	39564
N	20737	1010E-02-030.000	AMSOUTH BANK	250 RIVERCHASE PKWY SUITE 600	BIRMINGHAM	AL	35244
	20825	1010F-02-034.000	HANCOCK BANK	C/O VEE SERVICES	DALLAS	TX	75230
N	20739	1010E-02-028.000	AMSOUTH BANK	250 RIVERCHASE PKWY SUITE 600	BIRMINGHAM	AL	35244
	118605	1010F-02-034.002	PSGC PROPERTIES LLC	729 DESTINY PLANTATION BLVD	BILOXI	MS	39532
	20818	1010F-02-033.000	MONTELLA PROPERTIES LLC	126 JEFF DAVIS AVE	LONG BEACH	MS	39560



Legend

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



1 inch = 250 feet



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