

AGENDA
GULFPORT CITY PLANNING COMMISSION MEETING
CITY HALL COUNCIL CHAMBERS
THURSDAY, SEPTEMBER 26, 2024 AT 4:30 PM

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

F1. Planning Commission Meeting - August 22, 2024

G. Announcements

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

DECISION ITEMS: Except as noted below, items listed on this agenda as “Decision Items” may be appealed to the Gulfport City Council as follows: Any person or any officer, department or agency of the City aggrieved by a decision of the Planning Commission may, within fifteen (15) days thereafter, appeal therefore to the Gulfport City Council by submitting to the Planning Commission (Department of Urban Development – Planning Division) a written notice of appeal specifying the decision from which the appeal is taken. In the case of such appeal, the Planning Commission shall cause a transcript of the proceedings in the case to be certified to the City Council, and the matter will be heard on said transcripts. The filing fee for an appeal is based on the actual cost of the required official transcript and any related miscellaneous charges.

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

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

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

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

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

H. Hearing of Cases

H1. Planning Commission Decision

1. Planning Commission Approval 2407PC100: (Tabled From August Meeting due to applicant's absence)

Planning Commission Approval 2407PC100, by owner Prasant Patel, seeking approval for convenience store use - Tax Parcel 1008M-01-007.000 - Located at 11268 Lorraine Road (Zoned B-2 (General-Business)) - Ward 6

2. Planning Commission Approval 2409PC131:

Planning Commission Approval 2409PC131, by owner Hecto Services Inc, seeking approval for a cabinet and carpenter shop use, Tax Parcel 0810N-03-037.000, 2815 22nd Avenue, Zoned B-2 (General-Business), Ward 3

3. General Plan 2409PC133:

General Plan 2409PC133, by agent Dennis Stieffel, seeking approval for a 41-lot subdivision(Oak Landing, Phase 2), Tax Parcels 1008G-02-130.000, 1008G-02-130.001, 1008J-02-001.000, Ollie Road, Zoned R-1-10 (Single-family), Ward 6

4. Planning Commission Approval 2409PC136:

Planning Commission Approval 2409PC136, by owner Otis T Ellis, seeking approval for a mobile home use, Tax Parcel 0810E-05-009.000, 4223 Michigan Ave, Zoned R-1-5 (Single-Family), Ward 3

5. Special Exception 2409SE140:

Special Exception 2409SE140, by agent Johnathan Tate Jr., seeking approval for a daycare use, Tax Parcel 0810N-04-001.000, 2301 31st Street, Zoned B-2 (General-Business), Ward 3

6. General Plan 2409PC145:

General Plan 2409PC145, by agent Robert B. Heinrich, seeking approval for a 9 lot

subdivision with one outparcel, Tax Parcel 0808H-02-095.000, 12115 Three Rivers Road, Zoned R-1-10 (Single-family), Ward 6

7. General Plan 2409PC146:

General Plan 2409PC146, by agent Robert B. Heinrich, seeking approval for a 23 lot subdivision with one outparcel, Tax Parcel 0907J-01-001.005, Three Rivers Rd, Zoned R-B (Residence-business), Ward 6

H2. Planning Commission Recommendation

1. Zoning Text Amendment 2407PC094: (Remanded back by City Council)

Zoning Text Amendment 2407PC094, by City of Gulfport Administration, to amend Appendix D (Smartcode) at 5.4.11a and 5.4.11b both at building setback to delete the 6-foot maximum side yard setback

2. Zoning Text Amendment 2409PC129: (Deferred to September meeting by Planning staff)

Zoning Text Amendment 2409PC129, by City of Gulfport Urban Development, to amend Appendix A to the Code of Ordinances to remove certain duties from the Building Code of Planning Director and assign those duties to the Planning Administrator.

3. Zoning Map Amendment 2409PC144:

Zoning Map Amendment 2409PC144, by agent Heinrich & Associates LLC, requesting to rezone to R-O (Residence-Office), Tax Parcel 1009L-02-018.000, 9298 Lorriane Rd, Zoned R-1-7.5 (Single-Family), Ward 5

I. Reports

J. Unfinished Business

K. Other Business

1. General Plan 2312PC150:(Applicant is requesting a one-year extension for General Plan 2312PC150 before the one-year approval period expires.)

L. Adjournment

MINUTES
GULFPORT CITY PLANNING COMMISSION
Thursday, August 22, 2024, 4:30 P.M.
City Hall Council Chambers

- A. **Prayer:** The Planning Commission led a prayer.
- B. **Pledge of Allegiance:** The Pledge of Allegiance was recited.
- C. **Call to Order:** The meeting of the Planning Commission was called to order at **4:31 P.M.**
- D. **Determination of a Quorum:** A roll call was performed and a quorum was determined.

BOARD MEMBERS PRESENT:

KEITH WILLIAMS
WM. PRINCE JONES
VIRGINIA ADOLPH
BJ SELLERS
BRYAN JACOBS
CHARLIE HEWES
TIM DAIGLE JR
BILL WILLIAMS

BOARD MEMBERS ABSENT:

CHRIS ROMANO
HAROLD SPANN
DOUG HANCOCK

STAFF MEMBERS PRESENT:

GREG HOLMES
SU-LIN FEATHERSTON
BRYCE CLUGH
WILLIAM DICKINSON

COURT REPORTER:

NORMA SOROE

E. **Confirmation of Agenda:**

F. **Adoption of Minutes:**

Motion by **Mr. Williams** and seconded by **Mrs. Adolph** to approve Minutes of the **July 25, 2024**, Planning Commission meeting was carried unanimously.

G. **Hearing of Cases:**

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

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

G3. Routine Agenda

H1. Planning Commission Decisions

1. Planning Commission Approval 2407PC100:
(Tabled to September meeting)

Planning Commission Approval 2407PC100, by owner Prasant Patel, seeking approval for convenience store use - Tax Parcel 1008M-01-007.000 - Located at 11268 Lorraine Road (Zoned B-2 (General-Business)) - Ward 6

Speaking for the Petition: None

Speaking against the Petition: None

Motion: Mrs. Adolph-to table due to applicant not being present.

Second: Mr.Jones

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

Action: Motion carries unanimously.

2. Planning Commission Approval 2408PC125:

Planning Commission Approval 2408PC125, by agent Cross Development CC Gulfport, LLC, seeking approval for an automobile and truck body repair shop use, Tax Parcel 1008L-01-002.000, Dedeaux Road, Zoned B-2 (General-business), Ward 6

Speaking for the Petition: Meagan Vieren

Speaking against the Petition:

Other: Timothy Stewart

Motion: Mr. Hewes- to approve the request.

Second: Mr. Jacobs

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

Action: Motion carries unanimously.

3. General Plan 2409PC130:

General Plan 2409PC130, by agent Brown, Mitchell, & Alexander, Inc., seeking approval of easements and right of way (North Park Drive), Tax Parcel 1008L-01-002.000, Dedeaux Rd, Zoned B-2 (General Business), Ward 6

Speaking for the Petition: Scott Delano

Speaking against the Petition: None

Motion: Mr. Sellers-to approve the request.

Second: Mr. Jones

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

Action: Motion carries unanimously.

4. General Plan 2409PC134:

General Plan 2409PC134, by agent Robert Riemann, seeking approval (Conditioned on passage of relevant zoning text) of a General Plan for a new 25 lot small-house development, 0809B-03-017.000, Zoned R-3 (Single Family), Ward 7

Speaking for the Petition: Margaret Murdock, Amanda Crose

Speaking against the Petition:None

Motion: Mr. Williams- to approve with condition of general plan subject to final review and approval from city council of zoning text amendment 2409PC135.

Second: Mr. Sellers

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

Action: Motion carries unanimously.

H2. Planning Commission Recomendation

5. Zoning Map Amendment 2408PC121:

Zoning Map Amendment 2408PC121, by agent Kenny McNair, requesting to rezone to R-1-10 (Single-family), Tax Parcel 0908M-01-004.002, Stewart Road, Zoned B-2 (General-business), Ward 6

Speaking for the Petition: Kenny McNair, Terry Moran

Speaking against the Petition: Farook Saud, Timothy Stewart, Kindeth Anderson, Doug Stewart

Other: Wallace (Scott) Anderson

Motion: Mr. Sellers- to deny request.

Second: Mr. Hewes

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

Action: Motion carries unanimously.

6. Zoning Map Amendment 2408PC123:

Zoning Map Amendment 2408PC123, by agent Brent Warr, requesting to rezone to T-6 (Urban Core Zone), Tax Parcels 1010F-02-022.000, 1010F-02-023.000, 1010F-02-024.000, 1010F-02-025.000, East Pass Road, 1548 East Pass Road, 1542 East Pass Road, 1526 East Pass Road, Zoned T4+ (General Urban Zone "Plus"), Ward 4

Speaking for the Petition: Brent Warr

Speaking against the Petition: None

Motion: Mr. Daigle Jr. - to approve request.

Second: Mr. Jones

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

Action: Motion carries unanimously.

**7. Zoning Text Amendment 2409PC129:
(Deferred to September meeting by Planning staff)**

Zoning Text Amendment 2409PC129, by City of Gulfport Urban Development, to amend Appendix A to the Code of Ordinances to remove certain duties from the Building Code of Planning Director and assign those duties to the Planning Administrator.

Speaking for the Petition:

Speaking against the Petition:

Motion:

Second:

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

Action:

8. Zoning Text Amendment 2409PC132:

Zoning Text Amendment 2409PC132, by City of Gulfport Administration, to amend sections to Chapter 9, Article III to amend the maximum period of tentative approval from one-year to two years before final plat.

Speaking for the Petition: Greg Holmes, Wayne Carr

Speaking against the Petition: None

Motion: Mrs. Adolph- to approve the request.

Second: Mr. Williams

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

Action: Motion carries unanimously.

9. Zoning Text Amendment 2409PC135:

Zoning Text Amendment 2409PC135, by City of Gulfport Administration, to amend Appendix A to the City's Code of Ordinances at Sections III (C)(7), allowing for and governing/regulating small lot/small house use/developments in R-3 zoning districts.

Speaking for the Petition: Margaret Murdock, Amanda Crose

Speaking against the Petition:None

Motion: Mr. Williams- To approve with conditions outlined in the ordinance.

Second: Mr. Hewes

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

Action: Motion carries unanimously.

I. Adjournment

There being no further business, a Motion was made by Mr. Hewes to adjourn, seconded by Mrs. Adolph and carried unanimously. The meeting adjourned at 5:47 P.M..

William Prince Jones, Secretary

Date: _____

MEMORANDUM

To: City of Gulfport Planning Commission

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

Hearing Date: Thursday, September 26, 2024

Planning Commission Decision

MEMORANDUM

To: City of Gulfport Planning Commission

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

Hearing Date: Thursday, September 26, 2024

**Planning Commission Approval 2407PC100: (Tabled From
August Meeting due to applicant's absence)** Planning Commission

Approval 2407PC100, by owner Prasant Patel, seeking approval for convenience store use - Tax
Parcel 1008M-01-007.000 - Located at 11268 Lorraine Road (Zoned B-2 (General-Business)) - Ward
6

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2407PC100

Hearing Date: September 26, 2024

Current Zoning/Use: B-2 / Vacant Lot

Legal: Planning Commission Approval 2407PC100, by owner Prasant Patel, seeking approval for convenience store use - Tax Parcel 1008M-01-007.000 - Located at 11268 Lorraine Road (Zoned B-2 (General-Business)) - Ward 6

TECHNICAL DETAILS

The applicant is seeking approval for a convenience store use at 11268 Lorraine Road. Applicant is seeking to construct a 7,500 square foot facility comprised of a liquor and convenience store along with associate site improvements and parking. This site was approved by both the Zoning Board and the Planning Commission for a Liquor Store use earlier this year under Case# 2402SE013. Applicant claims that their project will not cause undue traffic congestion, and that there is adequate water supply and sewer success at the proposed site. Upon staff review of the proposed site plan, the proposed use would require one space per every 300 square feet of gross floor area, the proposed 7,500 square foot convenience store would require 25 regular parking spaces and one ADA compliant, handicap space. The proposed site plan meets these requirements. Applicant claims that the proposed convenience store use would be in harmony with the district it is located within. Upon staff review of the surrounding area, there are two existing gas stations with convenience stores just south of the proposed business on Lorraine Road (Circle K & Exxon) with a third on the west side of Lorraine Road-Hwy 605(Chevron), three existing restaurant uses nearby (McDonald's, Sonic, and Domino's Pizza).

EXECUTIVE SUMMARY

Applicant is seeking approval for a convenience store use at 11268 Lorraine Road. Applicant's site plan shows a 7,500 square foot convenience store and liquor store with 25 regular parking spaces and one handicap space, meeting what is required by the current parking ordinance. The liquor store use was approved by both Zoning Board and Planning Commission under Case# 2402SE013. Upon staff review of the businesses in the surrounding area, there are three existing gas stations with convenience stores nearby (Circle K, Exxon, & Chevron), and three existing restaurant uses nearby (McDonald's, Sonic, & Domino's Pizza), which are similarly intensives uses as the proposed convenience store use. Engineering department has mentioned a stated condition: "The Engineering Department does not approve of the dumpster being serviced directly from Dedeaux Road as shown on the site plan. Repetitive turning and reversing by a loaded garbage truck will cause long term damage to the street. The site plan will need to be revised to relocate the dumpster to an area where it can be serviced from within the parcel prior to issuance of a construction permit."

Technical Report

PLANNING COMMISSION APPROVAL

Any approval should consider these conditions:

1. Add Fire Hydrant (Pending Installation by City)
2. Revised site plan showing the dumpster relocated to an area where it can be serviced from within the parcel.
3. Must meet all current building Codes and City of Gulfport Ordinances.
4. Approval Allows for a Convenience Store use.

DEPARTMENTAL CONDITIONS

Engineering:

Conditions: The Engineering Department does not approve of the dumpster being serviced directly from Dedeaux Road as shown on the site plan. Repetitive turning and reversing by a loaded garbage truck will cause long term damage to the street. The site plan will need to be revised to relocate the dumpster to an area where it can be serviced from within the parcel prior to issuance of a construction permit.”. Memo dated 08/06/24.

Public Works:

Provide plans at time of permitting. Memo dated 08/09/24.

Traffic and Safety:

No conditions. Memo dated 08/09/24.

Building Code Services:

Must meet all current building Codes and City of Gulfport Ordinances. Memo dated 08/12/24.

GIS:

No conditions. Memo dated 08/07/24.

Police Department:

No comments as of 08/12/24.

Fire Department:

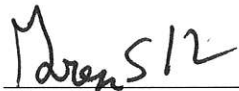
Add Fire Hydrant (Pending Installation by City). Memo dated 08/06/24.

City Arborist:

No conditions. Memo dated 08/05/24.

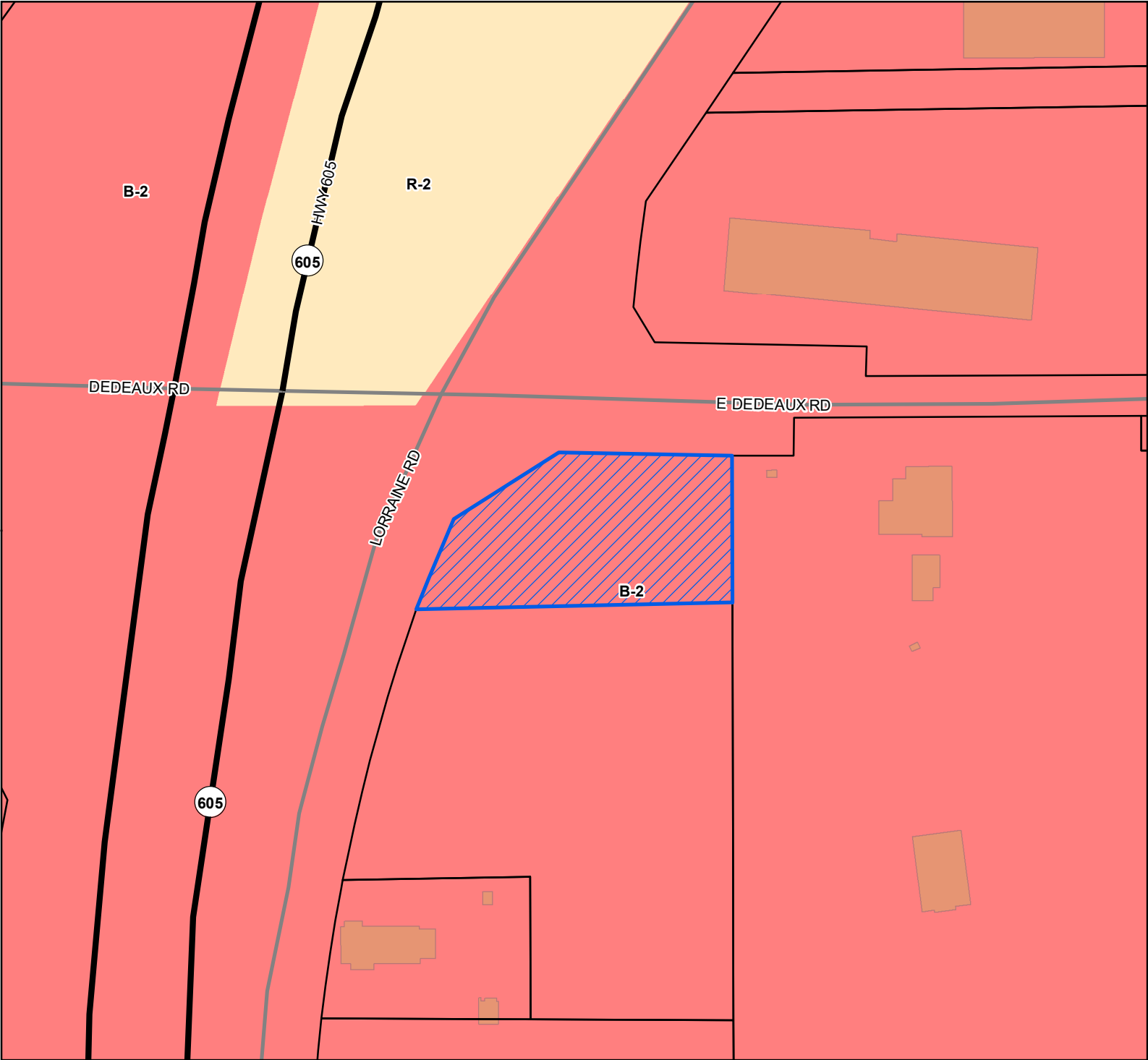
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Holmes

Director of Urban Development Department



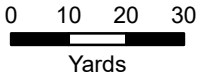
Legend

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

Zoning

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

Site Information
1008M-01-007.000
Zoning: B-2 (General Business)
Size: 21017.70 sqft
Flood: X



1 inch = 100 feet



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



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

For Staff Use Only

Case Number: 2407 PC 100Date Received: 5/31/24Receipt Number: 12777874Received By: mwZoning: B-2Ward: 6 Flood: XSize: 31,017

(If necessary, use separate sheet of paper)

APPLICATION FOR PLANNING COMMISSION APPROVAL

Property Information

TAX PARCEL #	1	0	0	8	M	-	0	1	-	0	0	7	●	0	0	0
						-			-				●			
						-			-				●			

Address of Property Involved: 11268 Lorraine RoadLot(s) _____, Block(s) _____, Subdivision Richards, Jessie Heirs ofGeneral Location: Corner of MS Highway 605 and East Dedeaux Road

GENERAL DESCRIPTION OF REQUEST:

Request Conditional Use approval to develop a liquor and convenience store on the property.

OWNERSHIP AND CERTIFICATION:

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

OWNER

Prasant Patel

Printed Name of Owner

15326 Dedeaux Rd

Mailing Address

Gulfport

City

228-257-9135

Home Phone

Work/Cell Phone

Email

PPatel

Signature of Owner

AGENT

Lloyd (Les) Seymour, PE

Printed Name of Agent

955 Howard Ave

Mailing Address

Biloxi

City

228.207.0070

Home Phone

Work/Cell Phone

les@liveoakengineering.com

Email

L. Seymour

Signature of Agent

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

☐

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

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

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

NAME OF OWNER (PRINT) RUPAL PATEL

ADDRESS (STREET, CITY, STATE, ZIP CODE) 15326 DEDEAUX 12d GULFPORT MS 39503

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: Rupal Patel

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

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

IMPORTANT NOTICE

1. Please be advised that failure to submit a complete application, with all supporting documents, could **delay your hearing date**. The Planning Commission will not consider a request until all information is submitted and accurate.
2. Please be advised that the application deadline dates posted are designed to allow the staff time to review the application and receive required comments from coordinating agencies. The application is not considered complete until all required information from the applicant is available for review by the staff and coordinating agencies.
3. Please see reverse of this sheet to determine the deadline dates for filing your application.

SUBMISSION REQUIREMENTS

A. Page one of this application, completed and signed.

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

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

C. Proof of ownership (Copy of deed or affidavit)

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

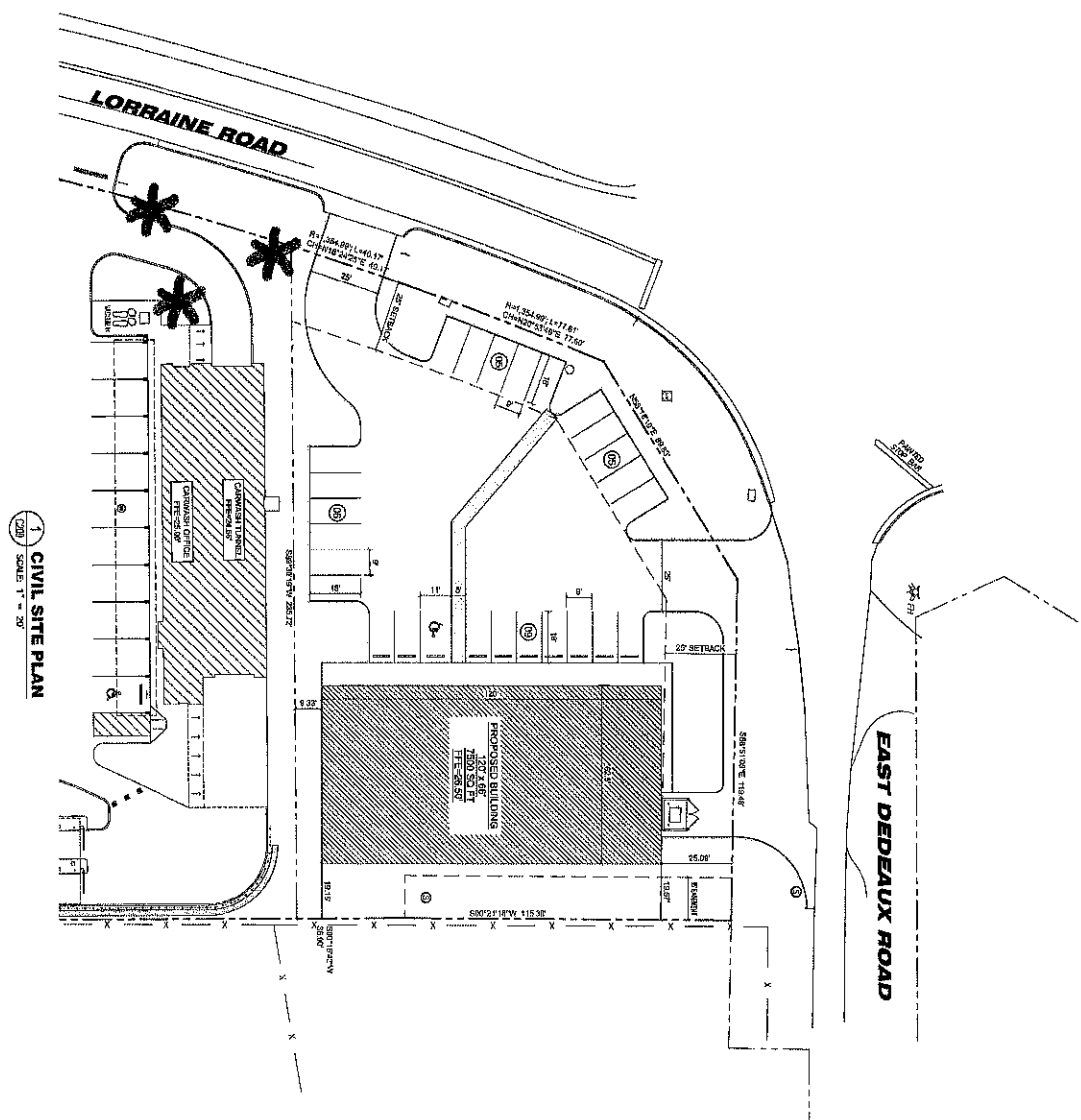
E. The City of Gulfport Planning Division Staff will notify, by letter, property owners adjacent to the requested action identified in this application using the Land Roll database from the County Tax Office. If you would like to have additional persons or property owners notified, please provide a list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

F. Provide a written statement addressing the following issues:

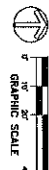
Explain how the site plan is appropriate with regard to:

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

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



1 CIVIL SITE PLAN
SCALE: 1" = 20'



PROJECT SITE DATA

GENERAL INFORMATION	GENERAL, BOUNDARY, DEDICATED, EAS
PROJECT INFORMATION	PROJECT INFORMATION, 5.71 ACRES, 100' X 100' (APPROXIMATE)
PROPOSED BUILDING	PROPOSED BUILDING, 10,000 SQ FT, 100' X 100' (APPROXIMATE)
PROPOSED PARKING	PROPOSED PARKING, 25 SPACES, 100' X 100' (APPROXIMATE)
PROPOSED DRIVEWAY	PROPOSED DRIVEWAY, 25' WIDE, 100' X 100' (APPROXIMATE)
PROPOSED FENCE	PROPOSED FENCE, 100' X 100' (APPROXIMATE)
PROPOSED SIGNAGE	PROPOSED SIGNAGE, 100' X 100' (APPROXIMATE)
PROPOSED LIGHTING	PROPOSED LIGHTING, 100' X 100' (APPROXIMATE)
PROPOSED UTILITIES	PROPOSED UTILITIES, 100' X 100' (APPROXIMATE)
PROPOSED LANDSCAPE	PROPOSED LANDSCAPE, 100' X 100' (APPROXIMATE)
PROPOSED OTHER	PROPOSED OTHER, 100' X 100' (APPROXIMATE)



NOT FOR CONSTRUCTION	LIQUOR STORE INTERSECTION OF LORRAINE ROAD & EAST DEDEAUX ROAD, GULFPORT, MS	Owner: Prashant Patel Blair, MS	Project Coordinator: RK PATEL DESIGN & PLANNING LLC Project Architect: BEN CORTEZ, AIA	
-----------------------------	--	--	--	--



EVERY GREAT OAK STARTS AS AN ACORN

No Adverse Effect Letter

The existing property was previously the site of Captain Al's Restaurant located at the corner of East Dedeaux Road and Lorraine Road. The owner plans to build an approximately 7,900 sf facility comprised of a liquor and convenience store along with associated site improvements and parking.

The development plans provide access to the site along East Dedeaux Road and Lorraine Road. This project will not cause undue traffic congestion or create any traffic hazard. Adequate water and sewer are available at the site.

This is to certify that I am a duly qualified engineer licensed to practice in the State of Mississippi.

While the Engineer has no control over the construction of the improvements. It is our professional opinion that the proposed development is in harmony with the orderly and appropriate development of the district in which the use is located, and the development will not adversely impact the adjacent properties.

Certifier's Name: Lloyd (Les) Seymour, PE

Company: Live Oak Engineering

Address: 955b Howard Ave.

City: Biloxi State: MS Zip Code: 39530

Phone Number: 228.207.0070

Date: May 15, 2024





Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name

Riaan LLC

Name Type

Legal

Business Information

Business Type: Limited Liability Company

Business ID: 1043282

Status: Good Standing

Effective Date: 06/13/2014

State of Incorporation: Mississippi

Principal Office Address: 15326 Dedeaux Rd
Gulfport, MS 39503

Registered Agent

Name

Prasant Patel
1000 Highway 90
Bay St Louis, MS 39520

Officers & Directors

Name

Rupal Patel
15326 Dedeaux Rd
Gulfport, MS 39503

Title

Member



1st JUDICIAL DISTRICT
INSTRUMENT 2024-0008464-D-J1
FILED/RECORDED 5/9/2024 9:53:02 AM
TOTAL FEES \$28.00
\$ PAGES RECORDED

Our File: B240239
Prepared by & Return To:
Robert T. Schwartz, Esq.
Schwartz, Orgler, Jordan & Williams, PLLC
P.O. Box 4682
Biloxi, MS 39535
228-388-7441
MSB # 10482
robert@sojlaw.net

INDEX: Parcel located in Lot 5, Partition of Jesse Richard Property, in the NE1/4 of the SW1/4 of Section 7-T7S-R10W

STATE OF MISSISSIPPI
COUNTY OF HARRISON

SPECIAL WARRANTY DEED

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

Rlaan LLC and Prasant Patel, 15326 Dedeaux Road, Gulfport, MS 39503, 228-257-9135,

do hereby sell, convey and warrant specially unto

Prasant Patel, 15326 Dedeaux Road, Gulfport, MS 39503, 228-257-9135

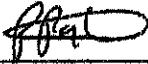
the following described land and property being located in the First Judicial District of Harrison County, Mississippi, being more particularly described as follows in the attached Exhibit "A", which is also reflected as Parcel 1 on the survey attached hereto and marked as Exhibit "B".

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

TAXES for the current year have been are hereby assumed by the Grantee herein.

IN WITNESS WHEREOF, the undersigned has caused this conveyance to be executed after having first been duly authorized to do so, on this the 3rd day of May, 2024.

Riaan, LLC

BY: 
Prasant Patel, Manager/Member

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Prasant Patel, who acknowledged that he is the manager/member of Riaan, LLC, 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, for and on behalf of said entity after having been first duly authorized to do so.

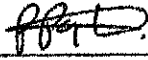
GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 3rd day of May, 2024.



My Commission Expires:


NOTARY PUBLIC

WITNESS my signature on this 3d day of May, 2024.



Prasant Patel

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Prasant Patel, who acknowledged that he signed, sealed and delivered, the above and foregoing instrument of writing on the day and in the year therein mentioned, as his free and voluntary act.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 3d day of May, 2024.





NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION: PROPOSED PARCEL "1"

A PARCEL OF LAND SITUATED IN LOT 5, OF THE PARTITION OF JESSE RICHARD PROPERTY AS PER DEED BOOK 190 ON PAGE 470, SAID PROPERTY BEING LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AS SHOWN ON THE PLAT OF SURVEY PREPARED BY PATRICK M. MARTINO PLS, INC. DATED DECEMBER 11, 2023 (REFERENCE MERIDIAN FOR BEARINGS ARE BASED ON GEODETIC NORTH BY GPS OBSERVATION, ALL LINES RELATIVE TO) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE ALONG THE EAST LINE OF SAID LOT 5, N00°16'42"W 260.19 FEET TO A SET 1/2" IRON ROD WITH CAP STAMPED "MARTINO PLS 02838" AT THE POINT OF BEGINNING; THENCE LEAVING THE EAST LINE OF SAID LOT 5, S89°30'19"W 235.72 FEET TO A SET 1/2" IRON ROD WITH CAP STAMPED "MARTINO PLS 02838" LYING ON THE EAST MARGIN OF THE FRONTAGE ROAD FOR MS HIGHWAY 605, PER THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY PLANS BEING STATE PROJECT NUMBER 94-9371-00-002-10; THENCE ALONG SAID EAST MARGIN, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,354.99 FEET, AN ARC LENGTH OF 40.17 FEET, AND A CHORD BEARING AND DISTANCE OF N18°24'25"E 40.17 FEET TO A SET 1/2" IRON ROD WITH CAP STAMPED "MARTINO PLS 02838"; THENCE CONTINUE ALONG SAID EAST MARGIN, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,354.99 FEET, AN ARC LENGTH OF 77.61 FEET; AND A CHORD BEARING AND DISTANCE OF N20°53'49"E 77.60 FEET TO A SET 1/2" IRON ROD WITH CAP STAMPED "MARTINO PLS 02838"; THENCE CONTINUE ALONG SAID EAST MARGIN, N58°18'10"E 89.83 FEET TO AN "X"-MARK SET IN CONCRETE, SAID POINT LYING ON THE SOUTH MARGIN OF EAST DEDEAUX ROAD; THENCE ALONG THE SOUTH MARGIN OF EAST DEDEAUX ROAD, S88°51'05"E 119.48 FEET TO A SET 1/2" IRON ROD WITH CAP STAMPED "MARTINO PLS 02838" LYING ON THE AFOREMENTIONED EAST LINE OF LOT 5; THENCE S00°21'16"W 115.38 FEET TO A 1/2" IRON ROD FOUND; THENCE CONTINUE ALONG SAID EAST LINE, S00°16'42"E 38.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.71 ACRES, MORE OR LESS.

P.P.



1st JUDICIAL DISTRICT
INSTRUMENT 2024-0008483-D-J1
FILED/RECORDED 5/9/2024 9:53:01 AM
TOTAL FEES \$28.00
6 PAGES RECORDED

Our File: B240239
Prepared by & Return To:
Robert T. Schwartz, Esq.
Schwartz, Orgler, Jordan & Williams, PLLC
P.O. Box 4682
Biloxi, MS 39535
228-388-7441
MSB # 10482
robert@sojlaw.net

INDEX: Parcel located in Lot 5, Partition of Jesse Richard Property, in the NE1/4 of the SW1/4 of Section 7-T7S-R10W

STATE OF MISSISSIPPI
COUNTY OF HARRISON

SPECIAL WARRANTY DEED

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

Riaan LLC and Prasant Patel, 15326 Dedeaux Road, Gulfport, MS 39503, 228-257-9135,

do hereby sell, convey and warrant specially unto

Riaan LLC, 15326 Dedeaux Road, Gulfport, MS 39503, 228-257-9135

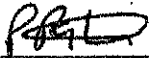
the following described land and property being located in the First Judicial District of Harrison County, Mississippi, being more particularly described as follows in the attached Exhibit "A", which is also reflected as Parcel 2 on the survey attached hereto and marked as Exhibit "B".

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

TAXES for the current year have been are hereby assumed by the Grantee herein.

IN WITNESS WHEREOF, the undersigned has caused this conveyance to be executed after having first been duly authorized to do so, on this the 3rd day of May, 2024.

Riaan, LLC

BY: 
Prasant Patel, Manager/Member

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Prasant Patel, who acknowledged that he is the manager/member of Riaan, LLC, 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, for and on behalf of said entity after having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 3rd day of May, 2024.



My Commission Expires:


NOTARY PUBLIC

WITNESS my signature on this 3rd day of May, 2024.



Prasant Patel

STATE OF MISSISSIPPI

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Prasant Patel, who acknowledged that he signed, sealed and delivered, the above and foregoing instrument of writing on the day and in the year therein mentioned, as his free and voluntary act.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 3rd day of May, 2024.





NOTARY PUBLIC

My Commission Expires:

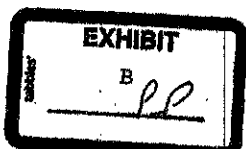
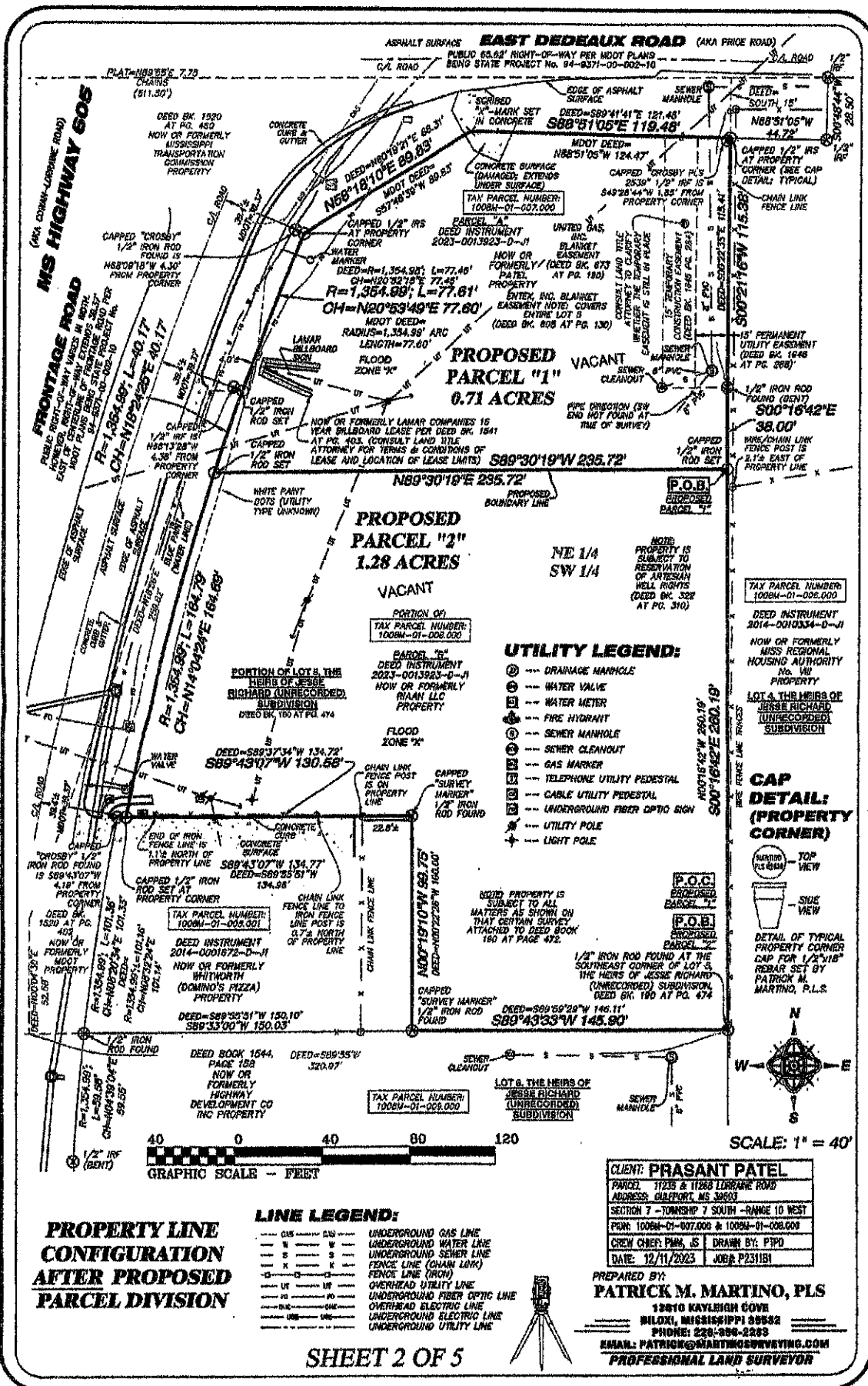
EXHIBIT "A"

LEGAL DESCRIPTION: PROPOSED PARCEL "2"

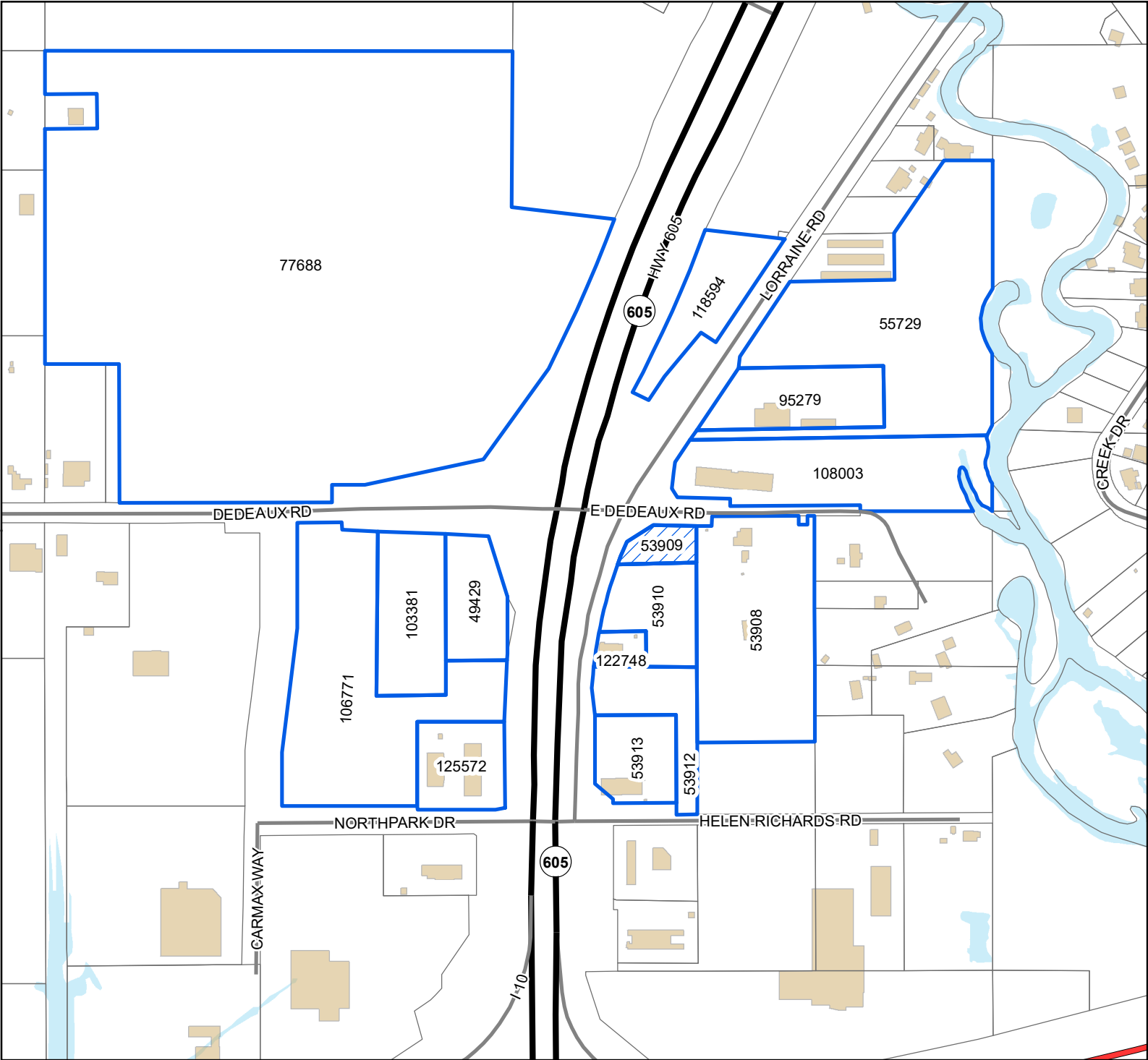
A PARCEL OF LAND SITUATED IN LOT 5, OF THE PARTITION OF JESSE RICHARD PROPERTY AS PER DEED BOOK 190 ON PAGE 470, SAID PROPERTY BEING LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AS SHOWN ON THE PLAT OF SURVEY PREPARED BY PATRICK M. MARTINO PLS, INC. DATED DECEMBER 11, 2023 (REFERENCE MERIDIAN FOR BEARINGS ARE BASED ON GEODETIC NORTH BY GPS OBSERVATION, ALL LINES RELATIVE TO) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE ALONG THE SOUTH LINE OF SAID LOT 5, S89°43'33"W 145.90 FEET TO A FOUND 1/2" IRON ROD WITH CAP STAMPED "SURVEY MARKER" AT THE SOUTHEAST CORNER OF THE PROPERTY NOW OR FORMERLY OF WHITWORTH, BEING DESCRIBED IN DEED INSTRUMENT 2014-0001672-D-J1; THENCE ALONG THE EAST LINE OF SAID WHITWORTH PROPERTY, N00°19'10"W 99.75 FEET TO A FOUND 1/2" IRON ROD WITH CAP STAMPED "SURVEY MARKER" AT THE NORTHEAST CORNER OF SAID WHITWORTH PROPERTY; THENCE ALONG THE NORTH LINE OF SAID WHITWORTH PROPERTY, S89°43'07"W 130.58 FEET TO A SET 1/2" IRON ROD WITH CAP STAMPED "MARTINO PLS 02838" LYING ON THE EAST MARGIN OF THE FRONTAGE ROAD FOR MS HIGHWAY 605, PER THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY PLANS BEING STATE PROJECT NUMBER 94-9371-00-002-10; THENCE ALONG SAID EAST MARGIN, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,354.99 FEET, AN ARC LENGTH OF 164.79 FEET, AND A CHORD BEARING AND DISTANCE OF N14°04'24"E 164.69 FEET TO A SET 1/2" IRON ROD WITH CAP STAMPED "MARTINO PLS 02838"; THENCE LEAVING SAID EAST MARGIN, N89°30'19"E 235.72 FEET TO A SET 1/2" IRON ROD WITH CAP STAMPED "MARTINO PLS 02838" LYING ON THE AFOREMENTIONED EAST LINE OF LOT 5; THENCE ALONG SAID EAST LINE OF LOT 5, S00°16'42"E 260.19 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.28 ACRES, MORE OR LESS.

PS

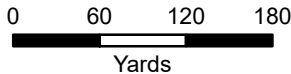


Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
		1008M-01-007.000	PRASANT PATEL (OWNER)	15326 DEDEAUX RD	GULFPORT	MS	39503
Adjacent Property Owners (2407PC100)							
	103381	1008M-04-003.001	STOCK LLC	14014 MADISON CIR	OMAHA	NE	68137
	77688	1008L-01-002.000	NORTHPARK HOLDINGS LLC	964 EMILY DR	BILOXI	MS	39532
	55729	1008L-02-005.000	PLAINSMAN TRADING COMPANY LLC	P O BOX 6181	GULFPORT	MS	39506
N	118594	1008L-01-002.001	STOCK LLC	C/O MERWYN PEARSON	OMAHA	NB	68137
N	95279	1008L-02-005.001	PLAINSMAN TRADING COMPANY LLC	P O BOX 6181	GULFPORT	MS	39506
	108003	1008L-02-005.002	HOOD CYNTHIA ANN WILLIAMS ETAL	12506 LORRAINE RD	BILOXI	MS	39532
	53909	1008M-01-007.000	RICHARD CLYDE WARNER FAMILY TRUST	11019 SHORECREST ROAD	BILOXI	MS	39532
	53913	1008M-01-010.000	CLARK OIL COMPANY INC	720 STATION ST	WAYNESBORO	MS	39367
	53908	1008M-01-006.000	MISS REGIONAL HOUSING AUTH # VIII	10430 THREE RIVERS RD	GULFPORT	MS	39503
	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
N	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



Legend

- Site
- Adjacent Properties
- Interstate Highway
- US or State Highway
- 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.



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
33468	579464	Print Legal Ad-IPL01868560 - IPL0186856		\$89.50	2	59 L

Attention: Jessica Versiga

GULFPORT CITY HALL
1410 24 TH AVENUE
GULFPORT, MS 39501

jversiga@gulfport-ms.gov

LEGAL NOTICE PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, August 22, 2024 in the Council Chambers of the Gulfport City Hall located at 2309 15 th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24 th Avenue.

Planning Commission Approval 2407PC100, by owner Prasant Patel, seeking approval for convenience store use - Tax Parcel 1008M-01-007.000 - Located at 11268 Lorraine Road (Zoned B-2 (General-Business)) - Ward 6

Planning Commission Approval 2408PC125, by agent Cross Development CC Gulfport, LLC, seeking approval for an automobile and truck body repair shop use, Tax Parcel 1008L-01-002.000, Dedeaux Road, Zoned B-2 (General-business), Ward 6

General Plan 2409PC130, by agent Brown, Mitchell, & Alexander, Inc., seeking approval of easements and right of way (North Park Drive), Tax Parcel 1008L-01-002.000, Dedeaux Rd, Zoned B-2 (General Business), Ward 6

General Plan 2409PC134, by agent Robert Riemann, seeking approval (Conditioned on passage of relevant zoning text) of a General Plan for a new 25 lot small-house development, 0809B-03-017.000, Zoned R-3 (Single Family), Ward 7

Zoning Map Amendment 2408PC121, by agent Kenny McNair, requesting to rezone to R-1-10 (Single-family), Tax Parcel 0908M-01-004.002, Stewart Road, Zoned B-2 (General-business), Ward 6

Zoning Map Amendment 2408PC123, by agent Brent Warr, requesting to rezone to T-6 (Urban Core Zone), Tax Parcels 1010F-02-022.000, 1010F-02-023.000, 1010F-02-024.000, 1010F-02-025.000, East Pass Road, 1548 East Pass Road, 1542 East Pass Road, 1526 East Pass Road, Zoned T4+ (General Urban Zone "Plus") Ward 4

Zoning Text Amendment 2409PC129, by City of Gulfport Urban Development, to amend Appendix A to the Code of Ordinances to remove certain duties from the Building Code of Planning Director and assign those duties to the Planning Administrator.

Zoning Text Amendment 2409PC132, by City of Gulfport Administration, to amend sections to Chapter 9, Article III to amend the maximum period of tentative approval from one-year to two years before final plat.

Zoning Text Amendment 2409PC135, by City of Gulfport Administration, to amend Appendix A to the City's Code of Ordinances at Sections III (C)(7), allowing for and governing/regulating small lot/small house use/developments in R-3 zoning districts.

This the 31st day of July 2024

Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0186856
Aug 7 2024

STATE OF MISSISSIPPI COUNTY OF HARRISON

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

1 insertion(s) published on:
08/07/24

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

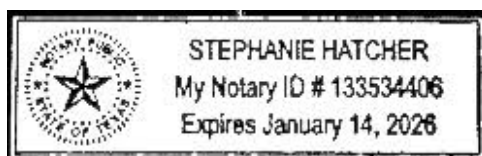
Mary Castro

Sworn to and subscribed before me this 7th day of
August in the year of 2024

Stephanie Hatcher

Notary Public

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



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



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	589782	Print Legal Ad-IPL01926840 - IPL0192684		\$87.70	2	45 L

Attention: Matilda Welch

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

LEGAL NOTICE

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, September 26, 2024 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

PUBLIC HEARING

Planning Commission Approval 2407PC100, by owner Prasant Patel, seeking approval for convenience store use - Tax Parcel 1008M-01-007.000 - Located at 11268 Lorraine Road (Zoned B-2 (General-Business)) - Ward 6
Planning Commission Approval 2409PC131, by owner Hecto Services Inc, seeking approval for a cabinet and carpenter shop use, Tax Parcel 0810N-03-037.000, 2815 22nd Avenue, Zoned B-2 (General-Business), Ward 3
General Plan 2409PC133, by agent Dennis Stieffel, seeking approval for a 41-lot subdivision (Oak Landing, Phase 2), Tax Parcels 1008G-02-130.000, 1008G-02-130.001, 1008J-02-001.000, Ollie Road, Zoned R-1-10 (Single-family), Ward 6
Planning Commission Approval 2409PC136, by owner Otis T Ellis, seeking approval for a mobile home use, Tax Parcel 0810E-05-009.000, 4223 Michigan Ave, Zoned R-1-5 (Single-Family), Ward 3
Special Exception 2409SE140, by agent Johnathan Tate Jr., seeking approval for a daycare use, Tax Parcel 0810N-04-001.000, 2301 31st Street, Zoned B-2 (General-Business), Ward 3
General Plan 2409PC145, by agent Robert B. Heinrich, seeking approval for a 9 lot subdivision with one outparcel, Tax Parcel 0808H-02-095.000, 12115 Three Rivers Road, Zoned R-1-10 (Single-family), Ward 6
General Plan 2409PC146, by agent Robert B. Heinrich, seeking approval for a 23 lot subdivision with one outparcel, Tax Parcel 0907J-01-001.005, Three Rivers Rd, Zoned R-B (Residence-business), Ward 6
Zoning Text Amendment 2407PC094, by City of Gulfport Administration, to amend Appendix D (Smartcode) at 5.4.11a and 5.4.11b both at building setback to delete the 6-foot maximum side yard setback
Zoning Text Amendment 2409PC129, by City of Gulfport Urban Development, to amend Appendix A to the Code of Ordinances to remove certain duties from the Building Code of Planning Director and assign those duties to the Planning Administrator.
Zoning Map Amendment 2409PC144, by agent Heinrich & Associates LLC, requesting to rezone to R-O (Residence-Office), Tax Parcel 1009L-02-018.000, 9298 Lorraine Rd, Zoned R-1-7.5 (Single-Family), Ward 5
This the 4th day of September 2024
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0192684
Sep 11 2024

STATE OF MISSISSIPPI COUNTY OF HARRISON

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

1 insertion(s) published on:

09/11/24

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

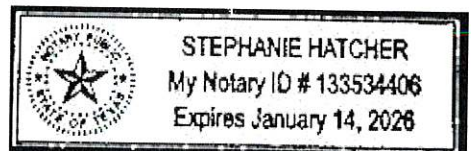
Mary Castro

Sworn to and subscribed before me this 12th day of September in the year of 2024

Stephanie Hatcher

Notary Public

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



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



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

PLANNING COMMISSION CASE # 2024-760

Hearing Date: Thursday, September 26, 2024

Planning Commission Approval 2409PC131: Planning Commission Approval 2409PC131, by owner Hecto Services Inc, seeking approval for a cabinet and carpenter shop use, Tax Parcel 0810N-03-037.000, 2815 22nd Avenue, Zoned B-2 (General-Business), Ward 3

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2409PC131

Hearing Date: September 26, 2024

Current Zoning/Use: B-2 / Commercial Structure

Legal: Planning Commission Approval 2409PC131, by owner Hecto Services Inc, seeking approval for a cabinet and carpenter shop use, Tax Parcel 0810N-03-037.000, 2815 22nd Avenue, Zoned B-2 (General-Business), Ward 3

TECHNICAL DETAILS

The applicant requests Planning Commission approval to have a cabinet shop in a B-2 zoning district. As it stands, the uses registered in the surrounding area consist of a lawn care service located at 2818 22nd Avenue Suite 11 & 12, which is located approximately 80 feet across the street from the subject site; an online retail use at that same location at 2818 22nd Avenue Suite 8; a metal fabrication facility at 2706 22nd Avenue located approximately 450 feet from the subject site; and a pest control service located at 2603 22nd Avenue, approximately 800 feet from the subject site. There are no properties in the surrounding area that have registered a similar use, and therefore this establishes that this property would be setting precedence in this area for the proposed use. The parking plan submitted for this application shows that it meets the requirements of having 1 parking space for every 2 employees on a shift. The applicant has stated there will be 6 employees which means they are required 3 parking spaces as well as a handicap parking space with van accessibility. The parking plan shows that these parking spots are intended to be accounted for. Access for a semi-truck for the purposes of transportation of products has been accommodated for as stated by the applicant.

EXECUTIVE SUMMARY

While there are no existing carpentry or cabinet shop uses in that area, there are no definable issues to this request, as it seems that the applicant has been able to address all concerns related to this request.

Any approval should consider these conditions:

1. Approval allows for the use of a cabinet shop.
2. Striped parking must be completed on site before business license can be issued.
3. Must comply with all Zoning rules and regulations.
4. The handicap parking as shown does not meet ADA standards. The applicant will need to make room for a 11 ft wide van space with a 5ft wide access aisle on the passenger side.
5. All new parking lot striping will need to meet the current edition of the MUTCD and the City of Gulfport standard construction details.
6. All construction and equipment installation shall comply with all building codes and City Regulations.
7. Pending inspection and correction of all fire safety deficiencies.

Technical Report

PLANNING COMMISSION APPROVAL

8. Preserve and protect protected tree per City ordinance Chapter 8.
9. Striping to conform with MUTCD and City of Gulfport Construction Standards. Parking to conform with ADA standards.

DEPARTMENTAL CONDITIONS

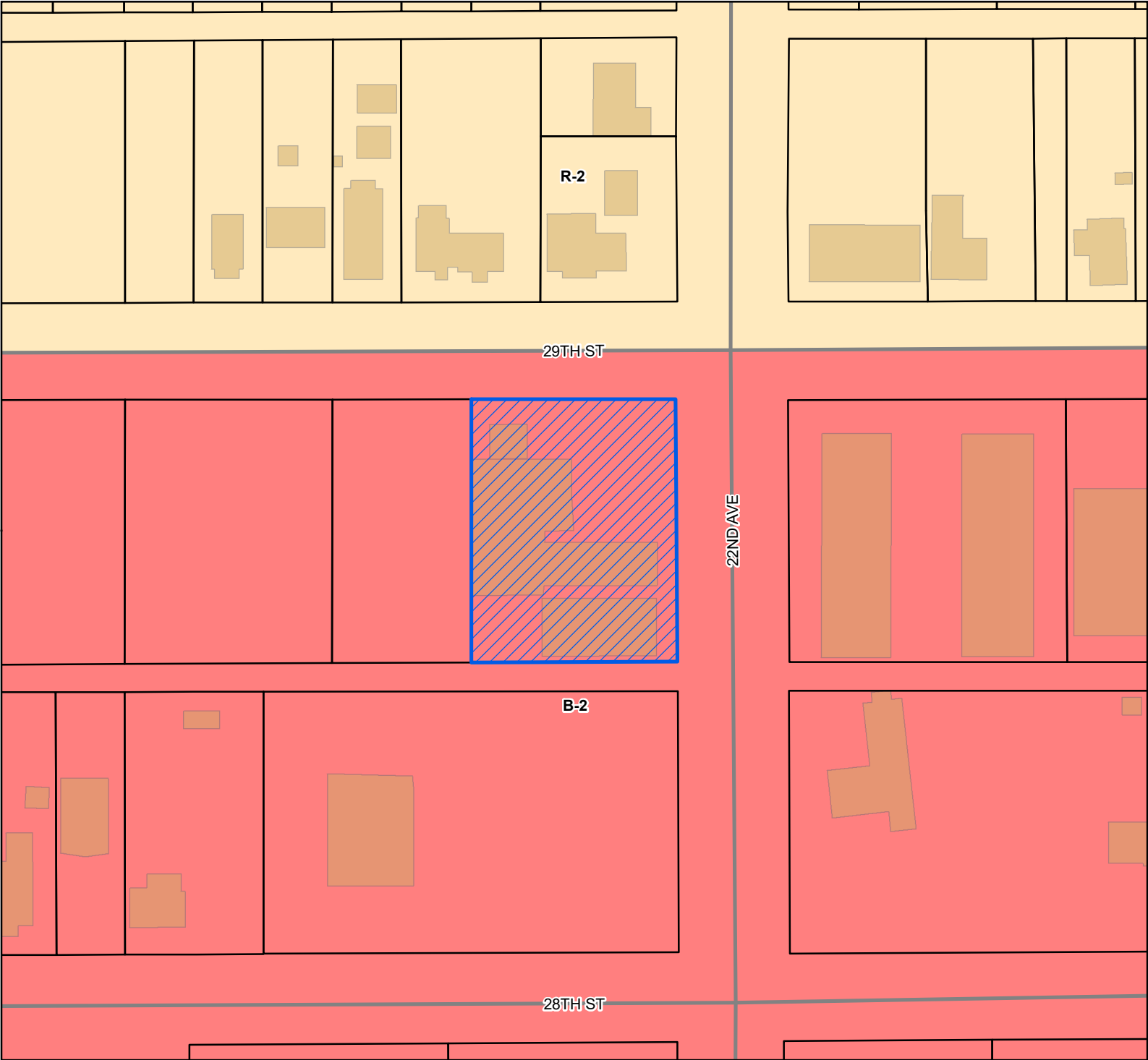
<u>Engineering:</u>	The handicap parking as shown does not meet ADA standards. The applicant will need to make room for a 11 ft wide van space with a 5ft wide access aisle on the passenger side. Memo dated 09/11/24.
<u>Public Works:</u>	Striping to conform with MUTCD and City of Gulfport Construction Standards. Parking to conform with ADA standards. Memo dated 09/12/24.
<u>Traffic and Safety:</u>	All new parking lot striping will need to meet the current edition of the MUTCD and the City of Gulfport standard construction details. Memo dated 09/12/24.
<u>Building Code Services:</u>	All construction and equipment installation shall comply with all building codes and City Regulations. Memo dated 09/05/24.
<u>GIS:</u>	No conditions. Memo dated 09/06/24.
<u>Police Department:</u>	No memo submitted as of 09/13/24.
<u>Fire Department:</u>	Pending inspection and correction of all fire safety deficiencies. Memo dated 09/05/24.
<u>City Arborist:</u>	Preserve and protect protected tree per City ordinance Chapter 8. Memo dated 09/05/24.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Holmes
Director of Urban Development Department



Site

Street

Parcels

Buildings

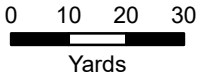
City Limit

Zoning

B-2 - General Business District

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

Site Information
0810N-03-037.000
Zoning: B-2 (General business)
Size: 27956.17 sqft
Flood: X



1 inch = 100 feet



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



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

APPLICATION FOR PLANNING COMMISSION APPROVAL

Case Number: 2409PC131Date Received: 07/26/2024Receipt Number: 12861290Received By: JA/BCZoning: B-2Ward: 3 Flood: XSize: 27956.17 sq ft

(If necessary, use separate sheet of paper)

TAX PARCEL # 0810N - 03 - 037 • 000

					-					-					•				
					-					-					•				
					-					-					•				

Address of Property Involved: 2815 22nd Ave Gpt.

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

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

CABINET & CARPENTER SHOP

OWNERSHIP AND CERTIFICATION:

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

OWNER

AGENT

HECTOR SERVICES, INC
Printed Name of Owner

27460 Road 310
Mailing Address

PASS CHRISTIAN Ms. 39501
City State Zip code

228-731-7210
Home Phone Work/Cell Phone

hectorhectoservices@hotmail.com
Email

[Signature]
Signature of Owner

Printed Name of Agent

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

Signature of Agent

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

☐

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

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

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

NAME OF OWNER (PRINT)

MARC ROJAS

ADDRESS (STREET, CITY, STATE, ZIP CODE)

27460 Road 310 Pass Christian, MS.
39571

PHONE # (H)

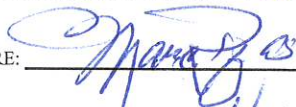
(W)

228-265-4109

TAX PARCEL NUMBER(S) OWNED

0810N-03-037-000

SIGNATURE:



NAME OF OWNER (PRINT)

HECTOR ROJAS

ADDRESS (STREET, CITY, STATE, ZIP CODE)

27460 Road 310 Pass Christian

PHONE # (H)

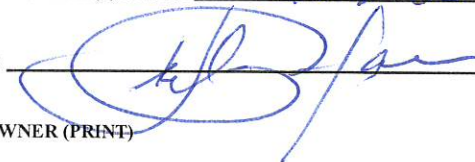
(W)

228-731-7210

TAX PARCEL NUMBER(S) OWNED

0810N-03-037-000

SIGNATURE:



NAME OF OWNER (PRINT)

ADDRESS (STREET, CITY, STATE, ZIP CODE)

PHONE # (H)

(W)

TAX PARCEL NUMBER(S) OWNED

SIGNATURE:

(Use additional forms as needed)

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

PERSON/AGENT FOR YOU:

HECTOR ROJAS

Cabinet and Woodwork shop

Business consists of Building Cabinets and mill work as well as Assembling prefab cabinets. Cabinets and other woodwork will be shipped out for later to be installed.

Office and All work will be done inside our enclosed building.

Transportation and Access: Access to the property is through 22 Ave. which is wide enough for any single or semi-truck to enter our property. The property has a fence in area of 100x100 sq ft with a drive-in gate of 20ft wide that can accommodate any delivery truck and parking for our 6 employees.

Water and Water Disposal: This property is connected to the Gulfport Water and Sewer Department. We will contract a trash disposal company.

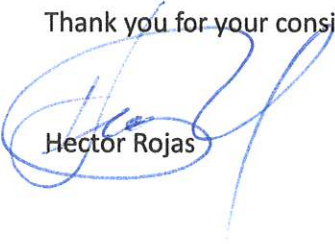
Fire and Police Protection: We will be having a fire and burglar alarm with a camera system installed in place. In addition will have fire extinguishers as required by the code throughout the building. A Fire Station is within three blocks away from the building.

Other Public Facilities: We are in a B-2 District and in front and to the side of us are warehouses and businesses such as motorcycle shops, Landscape business, Air conditioning wholesales, automotive shops, Flooring and tile work as well as granite shops for kitchen cabinets, two blocks down on 28th street is a similar cabinet and mill workshop as well.

Traffic Problems: Our business will not cause any traffic congestion or create a traffic hazard. All the work that will be done is within our property, deliveries will be done once or twice per week and trucks will not be park on the road as we explain before we have designated delivery areas inside our property.

We will be in harmony, and it is appropriate to be in the same district as similar and related trades are located within 10-mile radius.

Thank you for your consideration:



Hector Rojas

0810N-03-033.000

0810N-03-034.000

0810N-03-036.000



Area Map

Printed 7/23/2024

29TH ST

22ND AVE

0810N-03-038.000

0810N-03-037.000

2205 29TH ST

2815 22ND AVE

2811 22ND AVE

0810N-03-049.000

- Addresspoints
- Parcels

Initial and date here:

Planner: _____

Owner: _____

Contractor: _____

DATA DISCLAIMER:

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Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Hectco Services, Inc.	Legal
HECTO SERVICES, INC.	Previous Legal

Business Information

Business Type:	Profit Corporation
Business ID:	658237
Status:	Good Standing
Effective Date:	06/30/1998
State of Incorporation:	Mississippi
Principal Office Address:	2815 22nd Avenue Gulfport, MS 39501

Registered Agent

Name
Hector Rojas
2815 22nd Avenue
GULFPORT, MS 39501

Officers & Directors

Name	Title
HECTOR ROJAS 840 COMMERCE ST GULFPORT, MS 39507	Incorporator
Hector Rojas 2815 22nd Avenue Gulfport, MS 39501	Director, President, Secretary
Marc Rojas 2815 22nd Avenue Gulfport, MS 39501	Vice President

BOOK 1506 PAGE 30

STATE OF MISSISSIPPI

COUNTY OF HARRISON



1st Judicial District

Instrument Number 2000 6108 D

Filed 8 1 2000 2 58 P

Total Fees 8.00

Book 1506 Page 30 31 Recorded 82.00

This Instrument Prepared By
JONES, JONES & JONES, P.A., Attorneys
P.O. Box 4227

Gulfport, Mississippi 39502
Telephone (601) 864-8965



WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, MERCURY AIR CONDITIONING CO., INC., A Mississippi Corporation, 1153rd Street, Gulfport, MS 39507, (228) 864-4990, does hereby sell, convey and warrant unto HECTCO SERVICES, INC., A Mississippi Corporation, 840 Commerce Street, Gulfport, MS 39501, (228) 864-3439, the following described land and property being located in the First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

Lots One (1), Two (2) and Three (3), Block Twenty-two (22), STANDARD LAND COMPANY'S ADDITION, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 2 at Page 14 (Copy Book 1 at Page 36) thereof, reference to which is hereby made in aid of and as a part of this description.

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

AD VALOREM TAXES for the current year have been pro-rated and are hereby assumed by the Grantee herein.

IN WITNESS WHEREOF, MERCURY AIR CONDITIONING, CO., INC., A Mississippi Corporation has caused this conveyance to be executed by its duly authorized officer, she having first been duly authorized to do so, on this the 1st day of August, 2000.

MERCURY AIR CONDITIONING, CO., INC.

BY: *Lidia M. Morris*

STATE OF MISSISSIPPI BOOK 1506 PAGE 31

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, TRIXIE M. URIE, who acknowledged that she is PRESIDENT of MERCURY AIR CONDITIONING CO., INC., and as its act and deed, she signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 1st day of August, 2000.

Melissa A. Schmidt
NOTARY PUBLIC

My Commission Expires:

January 21, 2003

Prepared by:

Jones, Jones & Jones, P.A.

P. O. Box 4227

Gulfport, MS 39502-4227

(228) 864-8965

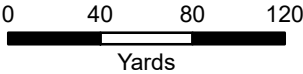
File #007081

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		0810N-03-037.000	HECTCO SERVICES INC	27460 ROAD 310	PASS CHRISTIAN	MS	39571
			Adjacent Property Owners (2409PC131)				
	35085	0810N-03-034.000	PHAM HEIN B	909 BURDANNE DR	BILOXI	MS	39532
	87662	0810N-03-036.000	A V MANAGEMENT CO INC ETAL	14003 HUDSON KROHN RD	BILOXI	MS	39532
	87650	0810N-02-042.001	PATTERSON BARBARA L	2210 28TH ST	GULFPORT	MS	39501
N	87663	0810N-03-037.000	HECTCO SERVICES INC	2815 22ND AVE	GULFPORT	MS	39501
	87665	0810N-03-038.000	PATTERSONS' RENTAL COMPLEX I LLC	413 KAHLER ST #31	GULFPORT	MS	39507
N	87667	0810N-03-040.000	PATTERSONS' RENTAL COMPLEX I LLC	413 KAHLER ST #31	GULFPORT	MS	39507
	35083	0810N-03-032.000	MILLER LATANYA	2218 29TH STREET	GULFPORT	MS	39501
	35088	0810N-03-035.000	JACKSON JENNIFER SUE BROCK	2907 22ND AVE	GULFPORT	MS	39501
	35097	0810N-02-031.000	CHURCH OF CHRIST OF GPT	2900 22ND AVE	GULFPORT	MS	39501
	35084	0810N-03-033.000	CHAMBERLAIN EDWARD E	2216 29TH STREET	GULFPORT	MS	39501
	35153	0810N-02-043.000	FIRST UNITED GOSPEL ASSEMBLY INC	2810 22ND AVE	GULFPORT	MS	39501
	35172	0810N-03-048.000	CHAVEZ EMANUEL	7516 HAMMOND DR	BILOXI	MS	39532
	35096	0810N-02-030.000	CHURCH OF CHRIST OF GPT	2002 PASS ROAD	GULFPORT	MS	39507
	110234	0811C-01-016.001	PATTERSONS' RENTAL COMPLEX II LLC	P O BOX 211	BILOXI	MS	39533
N	87673	0810N-03-049.000	PATTERSONS' RENTAL COMPLEX I LLC	413 KAHLER ST #31	GULFPORT	MS	39507
	35082	0810N-03-031.000	PAM LLC	525 HOWARD AVE	BILOXI	MS	39530



Legend

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



1 inch = 250 feet



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The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	589782	Print Legal Ad-IPL01926840 - IPL0192684		\$87.70	2	45 L

Attention: Matilda Welch

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

LEGAL NOTICE

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 PM, Thursday, September 26, 2024 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2407PC100, by owner Prasant Patel, seeking approval for convenience store use - Tax Parcel 1008M-01-007.000 - Located at 11268 Lorraine Road (Zoned B-2 (General-Business)) - Ward 6

Planning Commission Approval 2409PC131, by owner Hecto Services Inc, seeking approval for a cabinet and carpenter shop use, Tax Parcel 0810N-03-037.000, 2815 22nd Avenue, Zoned B-2 (General-Business), Ward 3

General Plan 2409PC133, by agent Dennis Stieffel, seeking approval for a 41-lot subdivision (Oak Landing, Phase 2), Tax Parcels 1008G-02-130.000, 1008G-02-130.001, 1008J-02-001.000, Ollie Road, Zoned R-1-10 (Single-family), Ward 6

Planning Commission Approval 2409PC136, by owner Otis T Ellis, seeking approval for a mobile home use, Tax Parcel 0810E-05-009.000, 4223 Michigan Ave, Zoned R-1-5 (Single-Family), Ward 3

Special Exception 2409SE140, by agent Johnathan Tate Jr., seeking approval for a daycare use, Tax Parcel 0810N-04-001.000, 2301 31st Street, Zoned B-2 (General-Business), Ward 3

General Plan 2409PC145, by agent Robert B. Heinrich, seeking approval for a 9 lot subdivision with one outparcel, Tax Parcel 0808H-02-095.000, 12115 Three Rivers Road, Zoned R-1-10 (Single-family), Ward 6

General Plan 2409PC146, by agent Robert B. Heinrich, seeking approval for a 23 lot subdivision with one outparcel, Tax Parcel 0907J-01-001.005, Three Rivers Rd, Zoned R-B (Residence-business), Ward 6

Zoning Text Amendment 2407PC094, by City of Gulfport Administration, to amend Appendix D (Smartcode) at 5.4.11a and 5.4.11b both at building setback to delete the 6-foot maximum side yard setback

Zoning Text Amendment 2409PC129, by City of Gulfport Urban Development, to amend Appendix A to the Code of Ordinances to remove certain duties from the Building Code of Planning Director and assign those duties to the Planning Administrator.

Zoning Map Amendment 2409PC144, by agent Heinrich & Associates LLC, requesting to rezone to R-O (Residence-Office), Tax Parcel 1009L-02-018.000, 9298 Lorraine Rd, Zoned R-1-7.5 (Single-Family), Ward 5

This the 4th day of September 2024

Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0192684
Sep 11 2024

PUBLIC HEARING

STATE OF MISSISSIPPI COUNTY OF HARRISON

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

1 insertion(s) published on:

09/11/24

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

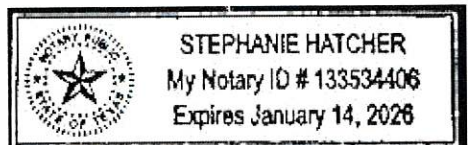
Mary Castro

Sworn to and subscribed before me this 12th day of September in the year of 2024

Stephanie Hatcher

Notary Public

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



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



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

PLANNING COMMISSION CASE # 2024-761

Hearing Date: Thursday, September 26, 2024

General Plan 2409PC133: General Plan 2409PC133, by agent Dennis Stieffel, seeking approval for a 41-lot subdivision(Oak Landing, Phase 2), Tax Parcels 1008G-02-130.000, 1008G-02-130.001, 1008J-02-001.000, Ollie Road, Zoned R-1-10 (Single-family), Ward 6

Technical Report

General Plan (Oak Landing Phase 2)

GENERAL INFORMATION

Case File Number: 2409PC133

Hearing Date: September 26, 2024

Current Zoning/Use: R-1-10 / Vacant Property

Legal: General Plan 2409PC133, by agent Dennis Stieffel, seeking approval for a 41-lot subdivision (Oak Landing, Phase 2), Tax Parcels 1008G-02-130.000, 1008G-02-130.001, 1008J-02-001.000, Ollie Road, Zoned R-1-10 (Single-family), Ward 6

TECHNICAL DETAILS

The applicant requests approval of a General Plan to create a new 41-lot 22.4-acre residential subdivision, named Oak Landing Phase 2, which was originally approved in case 2010PC120 in 2020. This case is a resubmission due to the requirement in the subdivision ordinance that states “tentative approval of a general subdivision plan shall be effective for a maximum period of one (1) year unless, upon application by the subdivider, the planning commission grants an extension. If the final plat has not been submitted to the planning commission within this time limit, the general subdivision plan shall again be submitted for tentative approval.” The original application was submitted and approved 4 years ago and never went before the planning commission for an extension. It should be noted that construction of the infrastructure appears to have been done due to the prior approval of the original application.

Regulations state that the minimum property size for new single family home in this zoning district is 10,000 square feet with a front yard setback of 25 feet and a side and rear yard setback of 8 feet, with lot width of 60 feet at building setback line as well as having at least 35 feet of direct access to a dedicated public street.

In review of the General Plan, multiple lots exceed the maximum depth requirements. Lot depth is required to be no longer than 3 and ½ times the width at the front setback. In addition, multiple lots do not have 60 feet in width at the setback required by ordinance. Furthermore, the right-of-way shown is 50 feet where 60 feet is required. The ordinance states “Where the planning commission finds that extraordinary hardships may result from strict compliance with these regulations, it may modify the regulations so that substantial justice may be done and the public interest secured; provided that such modification will not have the effect of nullifying the intent and purpose of the master plan or these regulations.” The board will have to approve modifications that will allow for these deviations from the ordinance.

Technical Report

General Plan (Oak Landing Phase 2)

Street access created for this straight-of-way that is connected to an existing roadways and provides an ingress and egress off of Ollie Road. On August 23, 2012 Oak Landing Phase 1 was allowed a modification to allow 50-foot right-of-way where 60-feet were required. (Case # 1208PC076), and a continuation of a small Right-of-way is consistent with the existing neighborhood of Phase 1.

The proposed parcels are located adjacent to existing city rights-of-way, are protected by Gulfport Fire and Police, and will have capacity for city water and sewer. The applicant states that the covenants for the existing Oak Landing subdivision will apply for this request.

Any approval should consider these conditions:

1. Multiple lots exceed the maximum depth ratio of 1.3.5 and must be approved by this board in order to remain.
2. Multiple lots are under the 60 feet in width requirement and must be approved by this board in order to remain.
3. The right-of-way is 50 feet where 60 feet is required and must be approved by this board in order to remain.
4. The developer shall complete all punch list work.
5. Developer to complete punch list.
6. Phase 1 and 2 trees have been removed for roadway. The other trees marked for removal have been discussed in a prior transmittal letter. The remaining protected trees need to be preserved and protected per City ordinance requirement, Chapter 8.

DEPARTMENTAL CONDITIONS

Engineering: The developer shall complete all punch list work. Memo dated 09/11/24.

Public Works: Developer to complete punch list. Memo dated 09/12/24.

Traffic and Safety: No memo submitted as of 09/13/2024

Building Code Services: No conditions. Memo dated 08/23/24.

GIS: No conditions. Memo date 08/30/24.

Police Department: No memo submitted as of 09/13/24.

Fire Department: No conditions. Memo dated 09/13/24.

Technical Report

*General Plan
(Oak Landing Phase 2)*

City Arborist:

Phase 1 and 2 trees have been removed for roadway. The other trees marked for removal have been discussed in a prior transmittal letter. The remaining protected trees need to be preserved and protected per City ordinance requirement, Chapter 8. Memo dated 08/26/24.

Landscape Manager:

No conditions. Memo dated 08/26/24.

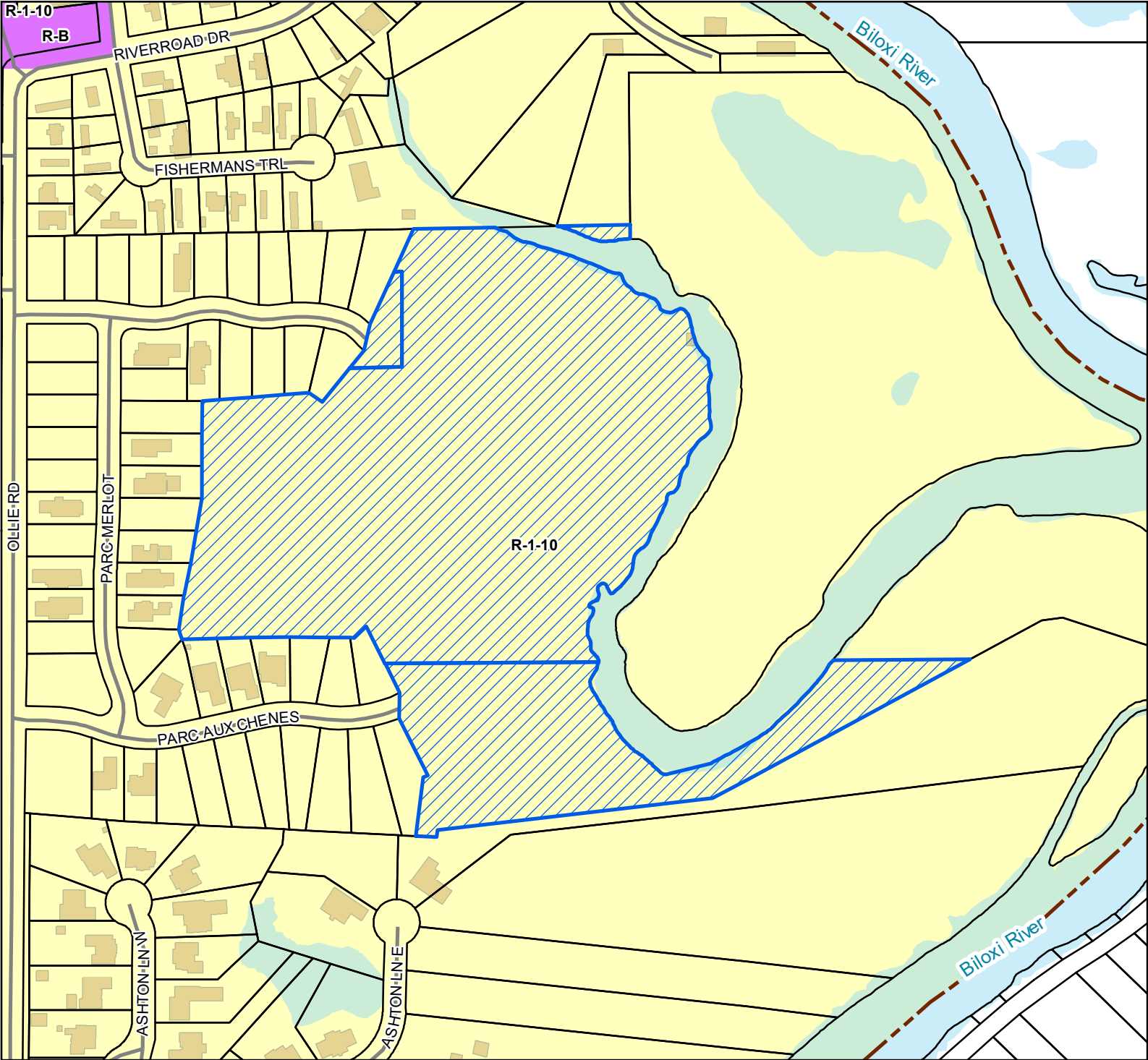
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Holmes

Director of Urban Development Department



Site

Street

Parcels

Buildings

Water Features

City Limit

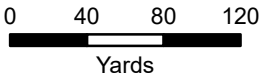
Zoning

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

R-B - Residence-Business District

Site Information

1008G-02-130.001
1008G-02-130.000
1008J-02-001.000
Zoning: R-1-10 (Single Family)
Size: 22.49 acres
Flood: X, AE



1 inch = 300 feet



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



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

For Staff Use Only

Case File #: 2409 PC133Date Received: 7/30/24Receipt #: 12863487Received By: JSZoning: R-1-10Ward: 6 Flood: _____Size: 22.49 acres

APPLICATION FOR GENERAL SUBDIVISION PLAN

Property Information

TAX PARCEL #	1	0	0	8	G	-	0	2	-	1	3	0	●	0	0	0
	1	0	0	8	G	-	0	2	-	1	3	0	●	0	0	1
	1	0	0	8	J	-	0	2	-	0	0	1	●	0	0	0

(If necessary, use separate sheet of paper)

Address of Property Involved: Ollie Road at Fairfax Lane

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

General Location: North of Lorraine Road and east of Ollie Road

GENERAL DESCRIPTION OF REQUEST:

General Plan/Construction Plan approval for Oak Landing Subdivision, Phase 2 (41 lots)

OWNERSHIP AND CERTIFICATION:

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

OWNER

Oak Landing, LLC

Printed Name Of Owner
1460 Beach Blvd.

Mailing Address

Biloxi MS 39530

City State Zip code
228.218.0040 (cell)

Home Phone Work/Cell Phone

rbaudry1@gmail.com

Email

Signature Of Owner

AGENT

Dennis Stieffel & Associates, P.A., Inc.

Printed Name Of Agent

13061 Shriners Blvd., Suite C

Mailing Address

Biloxi MS 39532

City State Zip code
228.392.1638 228.860.8161 (cell)

Home Phone Work/Cell Phone

dennis@dsaeng.net

Email

Signature Of Agent

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

☐

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

Oak Landing, LLC

1460 Beach Blvd.
Biloxi, MS 39530
Ph: 228.218.0040
Fax: 228.357.9112

July 30, 2024

To: City of Gulfport
Re: Agent Resolution

To Whom It May Concern,

Please be advised of the following Resolution by Oak Landing, LLC:

Dennis Stieffel, Project Engineer, for OAK LANDING SUBDIVISION, PHASE 2, which is located in the City of Gulfport, has been duly authorized by said resolution to perform the duties of Agent for the final platting of said subdivision in the City of Gulfport.

Signed: _____

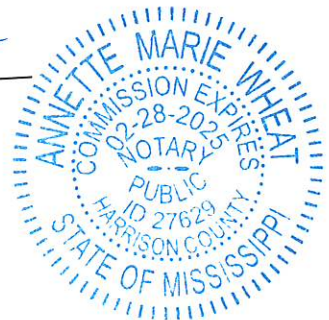
Richard D. Baudry
Richard D. Baudry
Managing Member
OAK LANDING, LLC

Date: July 30, 2024

Sworn to and subscribed before me, this the 30th day of July, 2024.

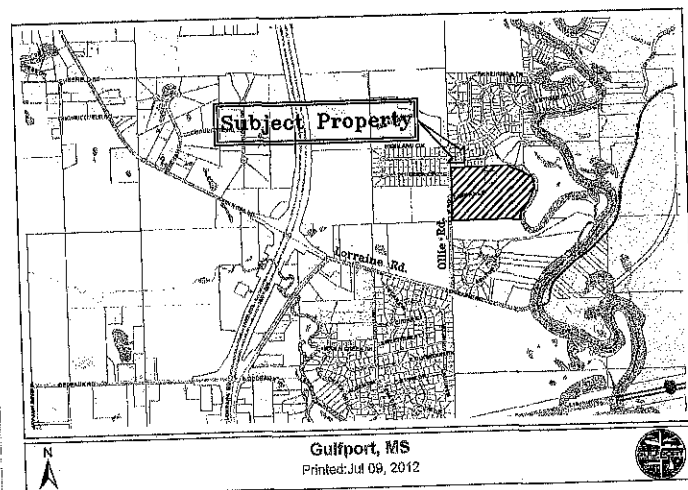
Annette Marie Wheat

Notary Public



INDEX

<u>SHEET NO.</u>	<u>DESCRIPTION</u>
1	Title Sheet
2	Boundary and Topo Survey
3	Lot and Street Layout
3-A	Traffic Control Plan
4	Erosion Control Plan
5	Drainage Plan
6	Utility Plan
7-11	Plan and Profile Sheets
12-18	Construction Details
19	Pump Station Design



VICINITY MAP

N.T.S.



CONSTRUCTION PLANS FOR Oak Landing Subdivision

City of Gulfport, Mississippi

Prepared For:

Oak Landing, LLC
10600 Derry Lane
Ocean Springs, MS 39564



Revised 5/16/13



Dennis Stieffel and Associates, Inc.
Consulting Engineers

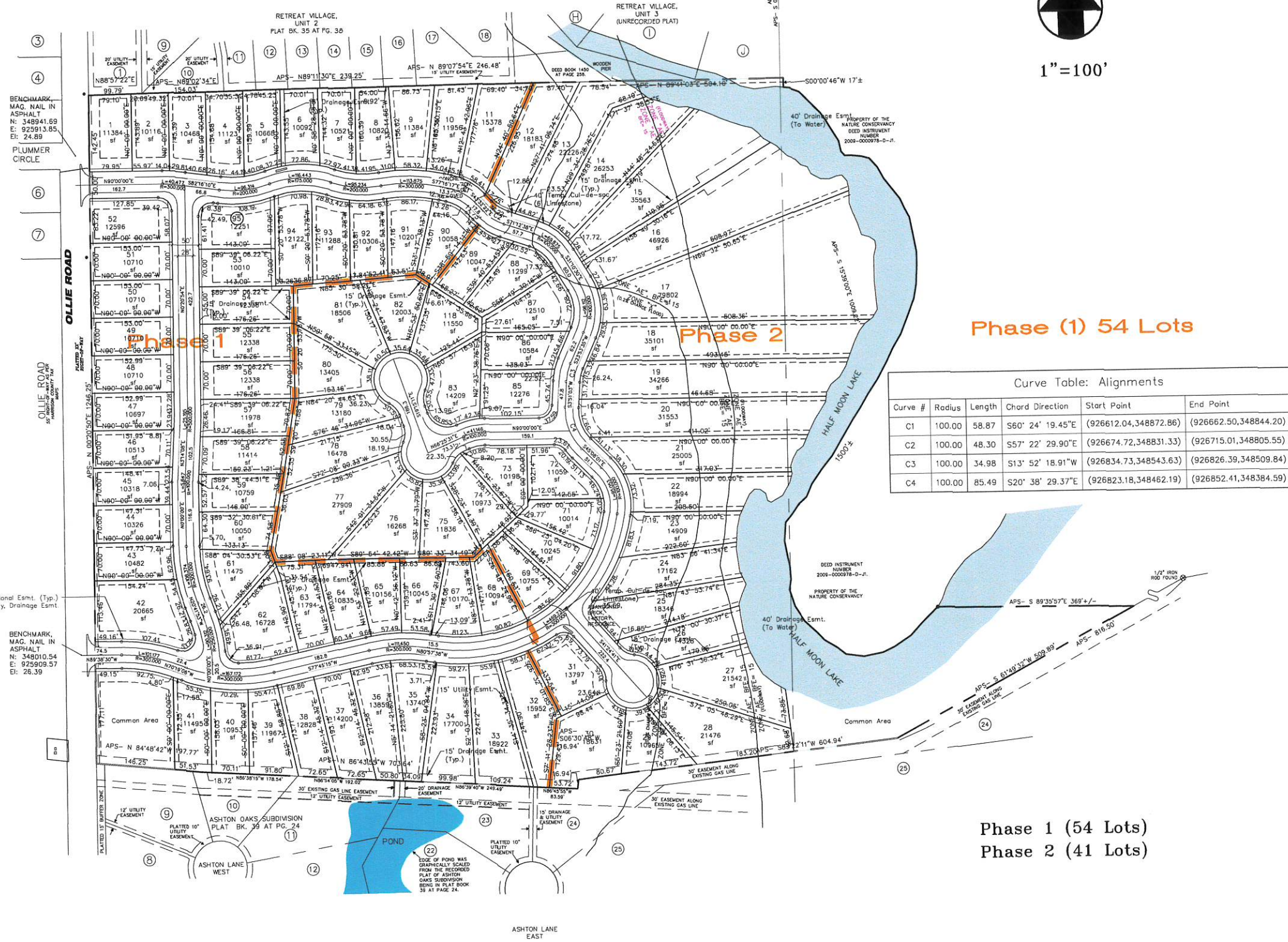
13061 Highway No. 67, Suite C
Biloxi, Mississippi 39532
Office (228) 392-1638
Fax (228) 392-1679
dsaeng@cableone.net

JOB # 857

LEGEND:
 1" = 100'
 1" = 100'



1"=100'



Phase (1) 54 Lots

Curve Table: Alignments

Curve #	Radius	Length	Chord Direction	Start Point	End Point
C1	100.00	58.87	S60° 24' 19.45"E	(926612.04,348872.86)	(926662.50,348844.20)
C2	100.00	48.30	S57° 22' 29.90"E	(926674.72,348831.33)	(926715.01,348805.55)
C3	100.00	34.98	S13° 52' 18.91"W	(926834.73,348543.63)	(926826.39,348509.84)
C4	100.00	85.49	S20° 38' 29.37"E	(926823.18,348462.19)	(926852.41,348384.59)

Phase 1 (54 Lots)
 Phase 2 (41 Lots)

REVISIONS
 1/18/2019
 DRAWN
 CHECKED
 DATE
 1/18/2019

SHEET TITLE
 LOT AND STREET LAYOUT

PROJECT NAME
 Oak Landing
 CITY OF GULFPORT, MISSISSIPPI

13061 HWY. 67, SUITE C
 Biloxi, Mississippi 39532
 Office (228) 392-1638 Fax (228) 392-1679

Dennis Stieffel and Associates, Inc.
 Consulting Engineers

DS&A

SHEET
 3

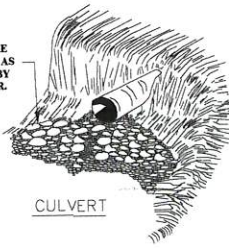
PROJECT NO.
 657

- LEGEND:**
- -- MON ROD FOUND
 - -- MON PIPE FOUND
 - -- MON ROD SET
 - -- SPIKE SET
 - -- CONCRETE MONUMENT FOUND
 - -- CONCRETE MONUMENT SET
 - -- LOTS MON FOUND
 - -- AS PER RECORD
 - -- MON ROD FOUND
 - -- MON ROD SET

- NOTE:** 1.3 ALL DISTURBED AREAS TO BE SEED OR SODDED
2.2 SIDE SLOPES OF DETENTION POND TO BE SODDED
3.3 SOLID SOD TO BE ADDED 5' BEHIND THE BACK OF CURB FOR THE ENTIRE LENGTH OF ROADWAY
4.3 CONTRACTOR RESPONSIBLE FOR KEEPING STREETS CLEAN FROM ANY ACCIDENTAL TRACKING OF DIRT OR SEDIMENT



RIP RAP WHERE SPECIFIED OR AS DESIGNATED BY THE ENGINEER.



- MAINTENANCE PLAN**
- Check all disturbed areas, erosion and sediment controls after each significant rainfall but not less than once per week. Make needed repairs within 24 hours. Remove sediment from basin areas, silt fences and silt fences when accumulated sediment has reached 50 percent capacity. Replace non-functional silt fence. Maintain all vegetated areas to provide proper ground cover, re-grass, fertilize, and mulch as needed.
 - Silt fences shall be constructed at all points of discharge into existing drainage systems. Silt fences are to be left in place and maintained for the duration of the project. Upon acceptance and approval of the project, silt fences shall be removed along with any and all silt build-up. Silt fences should eliminate any sedimentation onto downstream properties preventing any damage to the downstream tributaries or water ways and/or associated wetland areas and maintaining the amount of pollution and sedimentation reaching any wetland areas. Best management practices (BMPs) will be utilized throughout the duration of the construction of the project. Also to be implemented are construction entrance/exits consisting of stone-stabilized site entrances (12" thick and 50' long) to minimize sediment tracked onto public roads with tires being washed on an as-needed basis.
 - Soil and vegetative stabilization shall be initiated whenever any clearing, grading, excavating or other land disturbing activities have temporarily or permanently ceased on any portion of the site and will not resume for a period of fourteen (14) days or more. Vegetative cover/grading operations shall be implemented within seven (7) calendar days.
 - Buffer areas shall be maintained between land disturbing activities and perennial water bodies. A minimum 150-ft buffer zone is required throughout the project unless specified otherwise.
 - Topsoil should be stockpiled and used in areas that will be re-vegetated. When final grade is reached it should be distributed to a minimum depth of 2 inches on 3:1 slopes and 4 inches on flatter slopes.
 - Heavy equipment use in areas to be re-vegetated should be avoided. If compaction cannot be avoided, the top 4 inches of the soil bed shall be tilled/cultivated before re-vegetation. Any necessary fertilizer or other soil amendments shall be added during the tilling process.
 - Slope shapes that cannot be avoided shall have silt fences for all down slope boundaries (and for those side slope boundaries deemed appropriate by individual site conditions) with the exception of these areas incorporating sediment basins with a calculated volume of run-off from a 2-year, 24-hour storm or 1,600 cubic feet of storage per acre drained as per the Erosion Control & Drainage Plan. Silt fencing shall be installed at the downstream boundaries of the proposed project to protect areas that are to remain undisturbed.
 - Storm drain inlets that could potentially receive storm water from construction activities shall be protected by surrounding with silt fence until final stabilization has been achieved.

- SEQUENCE OF CONSTRUCTION ACTIVITIES:**
- Construct construction entrance/exits (2) Construct sedimentation/detention basins with appropriate grading and/or rip-up. 3) Rough grade site, construct dimensions and drainage ways, stockpile topsoil and install silt fence around stockpile, install utilities, culverts and inlets with associated silt fencing. 4) Install grading on disturbed areas. 5) Construct roadways, drives, parking and buildings. 6) Perform final grading operations, grading and landscaping. 7) After site is stabilized, remove all temporary measures, grading these areas, and remove any excess sedimentation from basins for concrete track wash-out. These pit areas shall not be placed in wetlands that are to remain undisturbed.

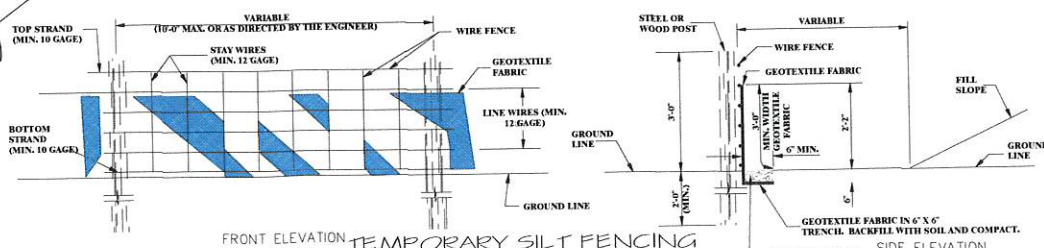
HOUSEKEEPING PRACTICES: All equipment maintenance and repair will be done off-site. The site is to be cleaned of trash and construction debris on a weekly basis so as to prevent the spreading of such into adjacent properties. Paints, solvents, fertilizers, and any other potentially toxic materials will not be stored on site. Portable sanitary facilities will be provided for construction workers and shall be located adjacent to the gravel construction entrance/exits for concrete track wash-out. These pit areas shall not be placed in wetlands that are to remain undisturbed.

POST CONSTRUCTION STORM WATER MANAGEMENT MEASURES: The individual lot/site protection plan consists of the installation of sedimentation/detention basins, silt fencing, hay bales and/or other erosion/sediment control measures in a continuous band across the downhill side of all disturbed areas including areas adjacent to wetlands. Under no circumstances will silt fences run-off be allowed to escape the site. Additionally, these requirements are to be an integral part of any sales contracts and recorded covenants for the development. Sedimentation/detention basins are to be thoroughly cleaned of excess sediment after construction. Grading and/or rip-up will be placed at concentrated storm water discharge points to prevent erosion from high run-off velocities.

- GENERAL NOTES:**
- EROSION CONTROL MEASURES SHALL BE AS FOLLOWS:
(A) SILT FENCING TO PROTECT EXISTING WETLANDS SHALL BE INSTALLED
(B) DETENTION POND TO BE CONSTRUCTED
(C) SILT FENCING AND HAY BALES TO BE INSTALLED AROUND ALL DRAINAGE STRUCTURES
(D) APPROPRIATE EROSION CONTROL STEPS TAKEN TO STABILIZE SIDE SLOPES AND SWALES
(E) ALL DISTURBED AREAS TO BE GRASSED EXCEPT WHERE SODDING IS REQUIRED
 - CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMPLEMENTATION OF ALL EROSION CONTROL MEASURES IN ACCORDANCE TO THE WETLANDS PERMIT NUMBER AND THE D.C.D. (DWP) PERMIT NUMBER. "SEE CONTRACT DOCUMENTS FOR COPIES OF PERMITS"
 - CONTRACTOR SHALL INSPECT THE INSTALLED EROSION CONTROL ITEMS AT LEAST ONCE EVERY SEVEN-CALENDAR DAYS AND PROVIDE ANY MAINTENANCE REQUIRED TO PREVENT EROSION AND ADVERSE IMPACTS TO RECEIVING STREAMS
 - ENTIRE SITE SHALL BE CLEARED AND GRUBBED UNLESS OTHERWISE NOTED, HOWEVER SPECIAL CARE SHOULD BE TAKEN TO PROTECT ANY ORNAMENTAL TREES THAT COULD REMAIN WITHIN THIS PROJECT.

- SILT FENCE NOTES:**
- WIRE SHALL BE MINIMUM OF 30" IN WIDTH AND SHALL HAVE A MINIMUM OF 4 LINES WITH 12" STAY SPACING.
 - GEOTEXTILE FABRIC SHALL BE A MINIMUM OF 30" IN WIDTH AND SHALL BE FASTENED SECURELY TO THE WIRE AS DIRECTED BY THE ENGINEER.
 - STEEL POST SHALL BE 4" IN HEIGHT AND OF THE SELF FASTENER ANGLE STEEL TYPE. WOOD POST SHALL BE A MINIMUM OF 4" IN HEIGHT AND 7" OR MORE IN DIAMETER. WIRE SHALL BE FASTENED TO WOODEN POST WITH NOT LESS THAN 6 GAGE WIRE STAPLES 1' LONG.
 - GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATIONS MAY BE USED WITHOUT WIRE FENCE.

Impacted Wetlands (ROW) 0.09 Acres
Impacted Wetlands (Lots) 0.40 Acres
Total Impacted Wetlands = 0.49 Acres



FALL OF DITCH (%)	DISTANCE (ft)
0 - 1	100'
1 - 2	50'
> 2	25'

MIN. DISTANCES FOR EROSION CHECKS

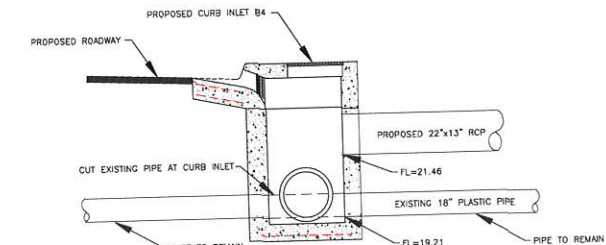
LEGEND:
 B -- BORN ROD FOUND
 O -- BORN PIPE FOUND
 S -- BORN ROD SET
 S -- SPWKE FOUND
 S -- SPWKE SET
 S -- CONCRETE MONUMENT FOUND
 S -- CONCRETE MONUMENT SET
 S -- UNIDENTIFIED PILE FOUND
 S -- AS PER SURVEY
 S -- AS PER RECORD
 S -- AS PER PLAN
 S -- BORN ROD FOUND
 S -- BORN ROD SET



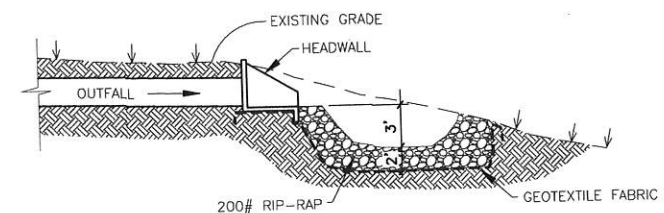
1"=100'

Note:

1. All drainage culverts to be H.D.P.E. unless otherwise noted.
2. All headwalls and F.E.S. to be Concrete.
3. All remaining wetlands and common areas to be owned by individual lot owners or a Homeowners association



Curb Inlet B4 Detail
nts



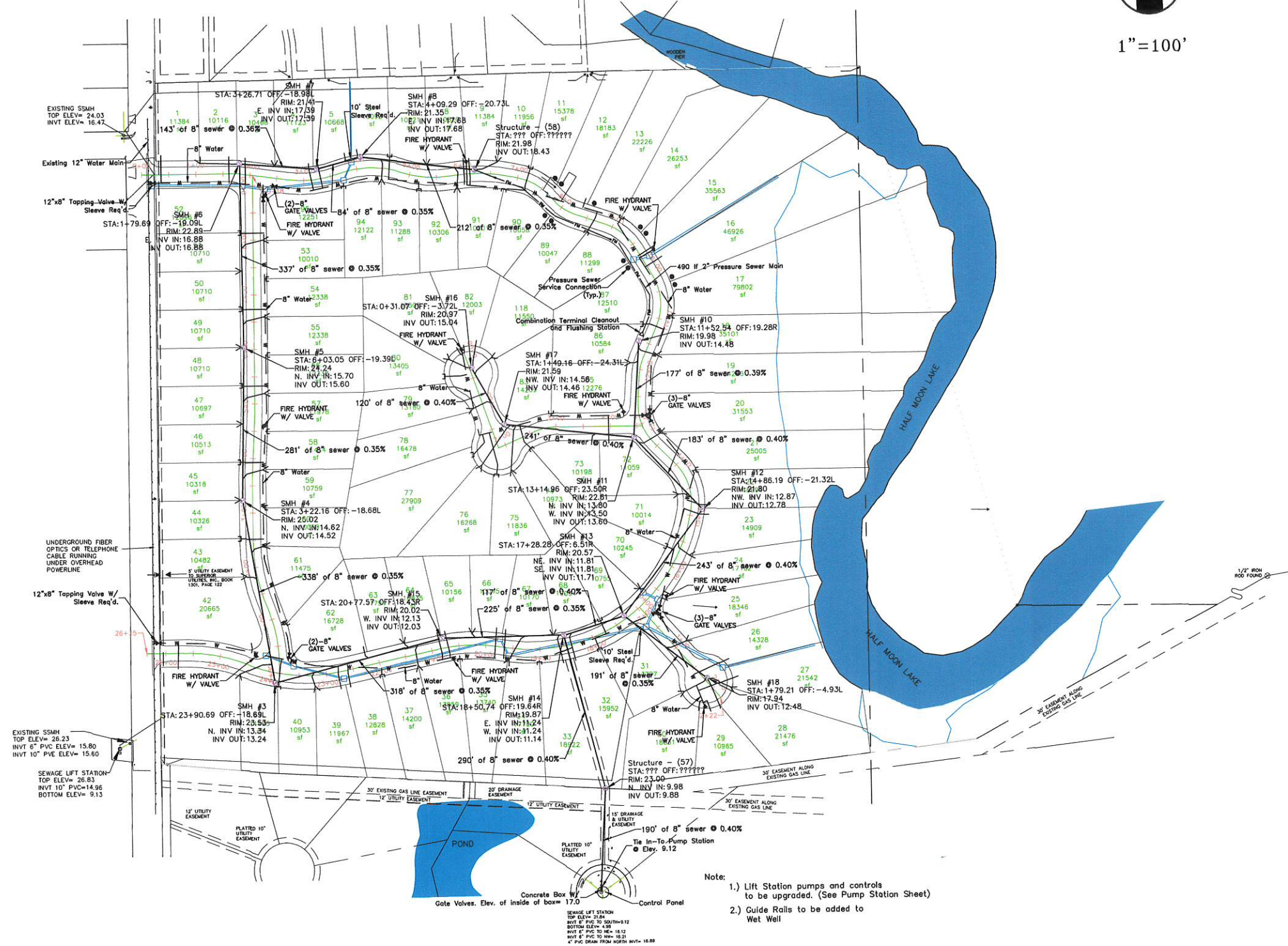
Typical Outfall Detail
nts

Impacted Wetlands (ROW) 0.09 Acres
 Impacted Wetlands (Lots) 0.40 Acres
 Total Impacted Wetlands = 0.49 Acres

LEGEND:
 X -- IRON ROD FOUND
 O -- IRON PIPE FOUND
 A -- IRON ROD SET
 A -- SPIKE FOUND
 A -- SPIKE SET
 A -- CONCRETE MONUMENT FOUND
 A -- CONCRETE MONUMENT SET
 A -- LIGHTED ROD FOUND
 A -- AS PER SURVEY
 A -- AS PER RECORD
 A -- IRON ROD FOUND
 A -- IRON ROD SET



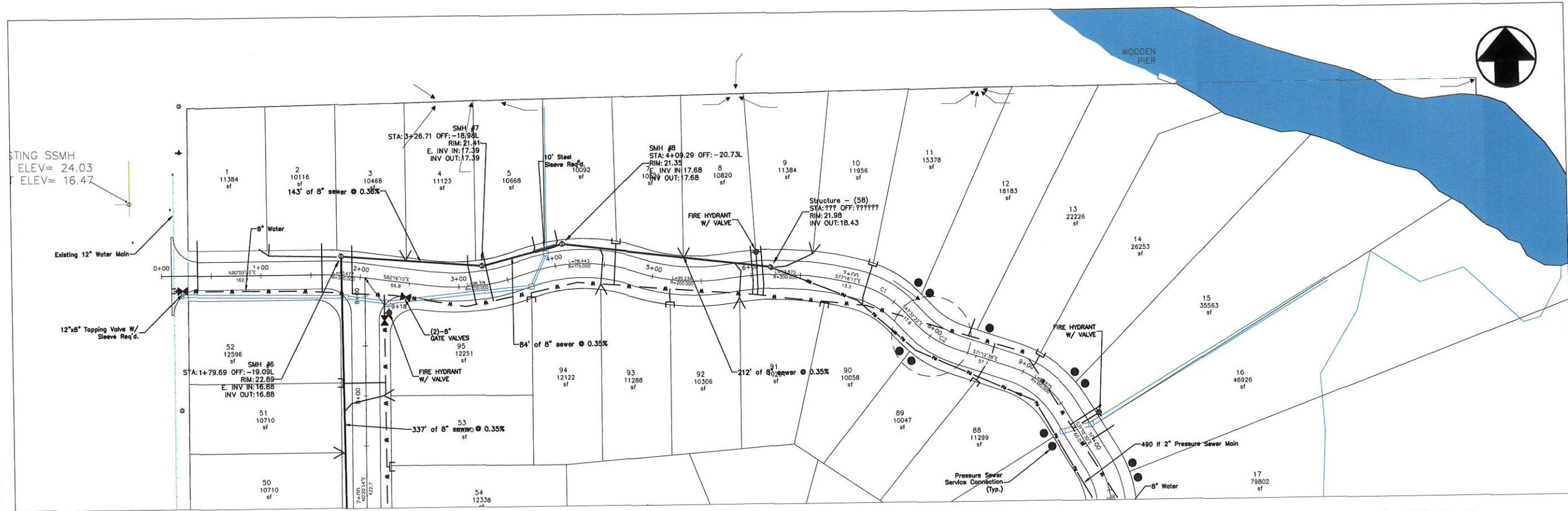
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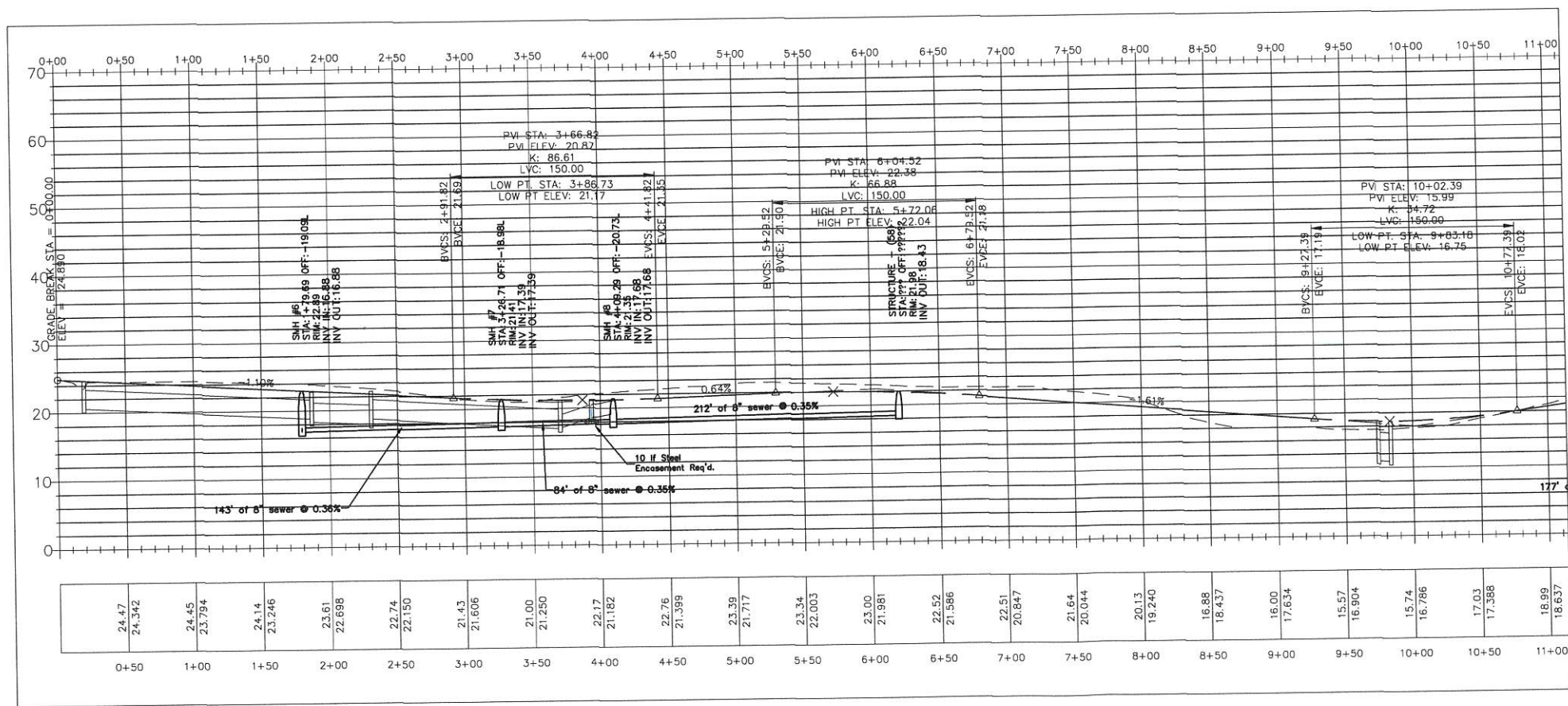
- Note:
- 1.) Lift Station pumps and controls to be upgraded. (See Pump Station Sheet)
 - 2.) Guide Rails to be added to Wet Well

REVISION 9/15/18 CH	SHEET TITLE UTILITY PLAN
CHECKED JAN 2012	
DATE	
PROJECT NAME Oak Landing CITY OF GULFPORT, MISSISSIPPI	SHEET NO. 6
PROJECT NO. 657	
13061 HWY. 67, SUITE B Biloxi, Mississippi 39532 Office (228) 392-1638 Fax (228) 392-1679 Dennis Stiefel and Associates, Inc. Consulting Engineers	

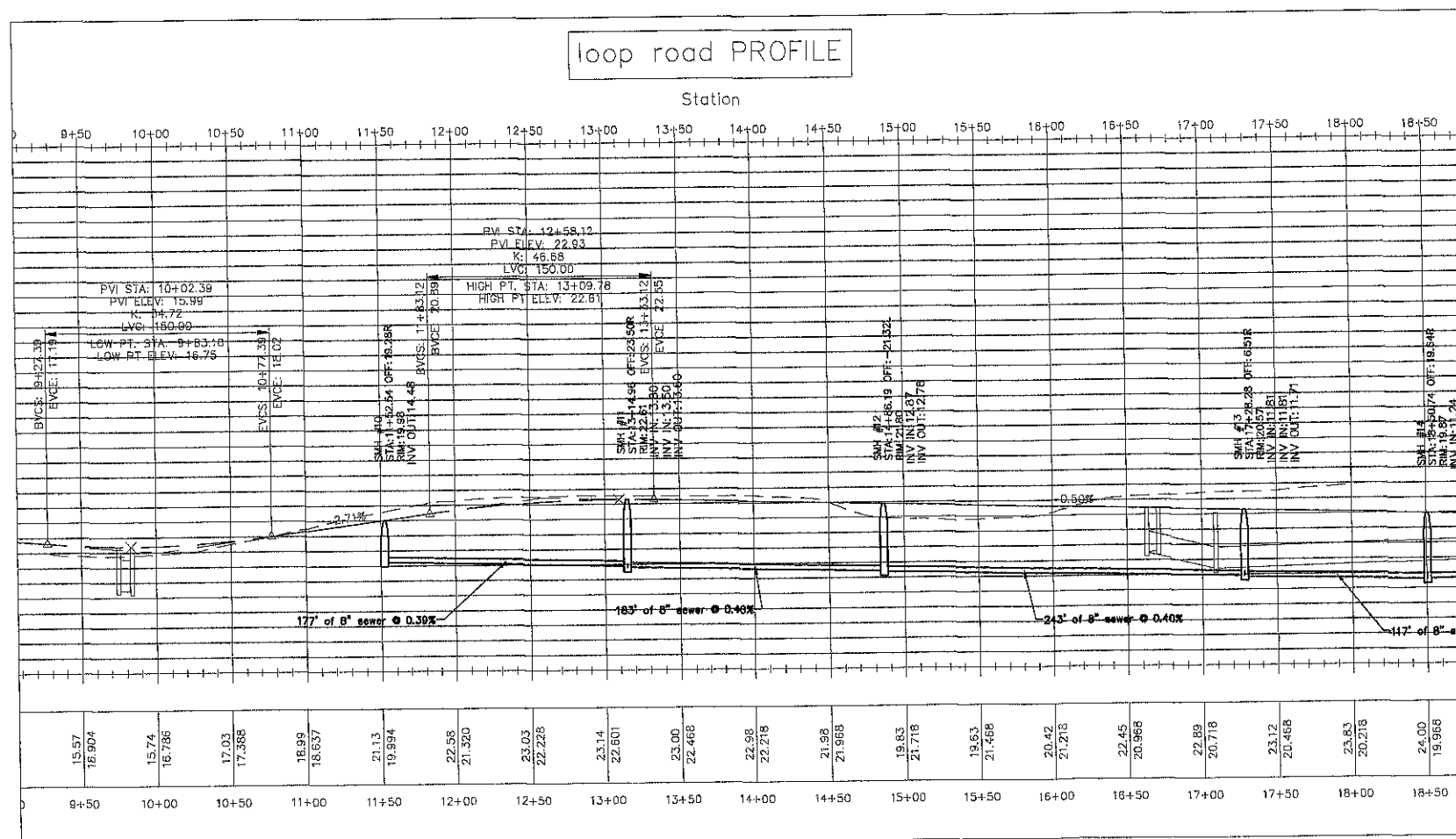
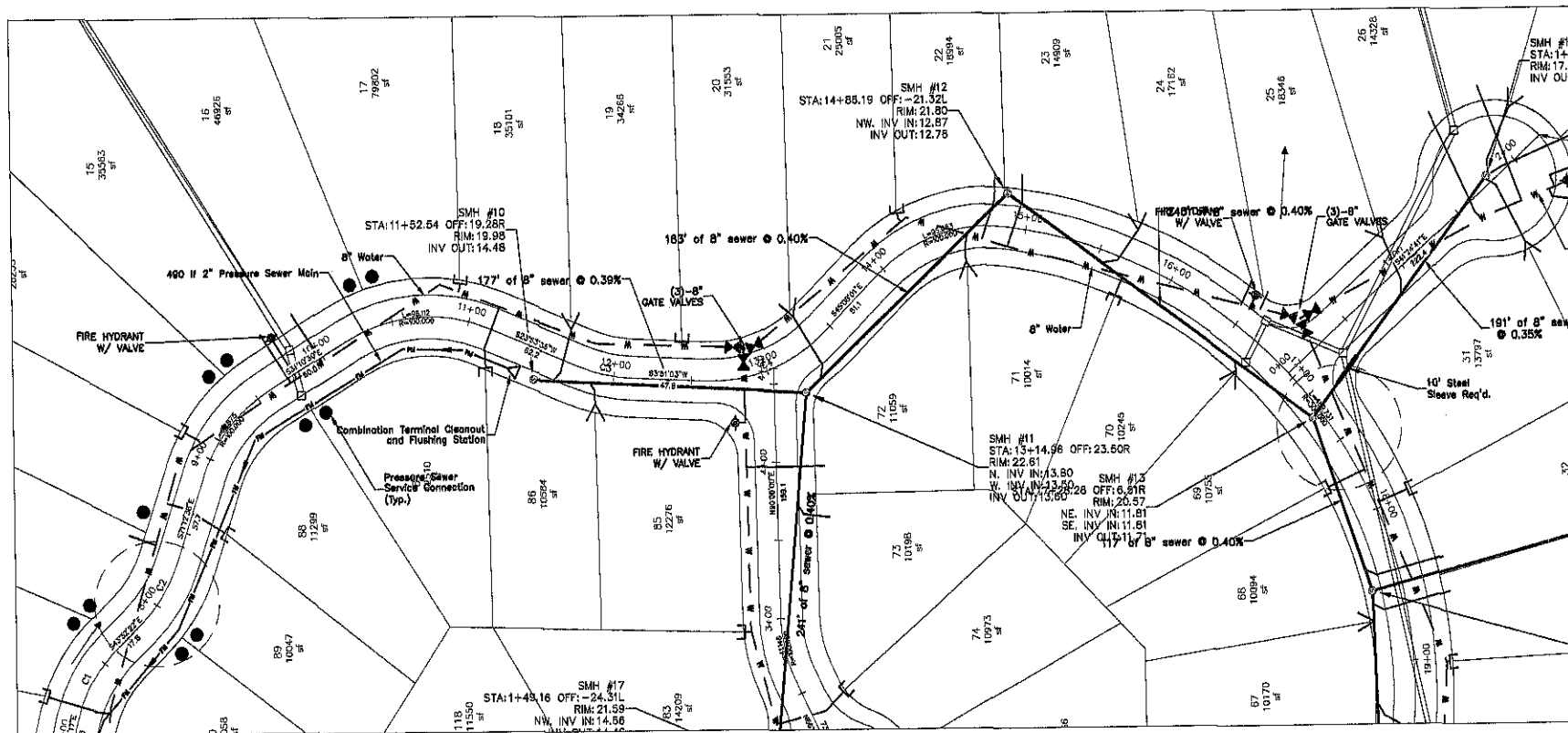
STING SSMH
ELEV= 24.03
ELEV= 16.47



1"=50' Horiz.
1"=5' Vert..

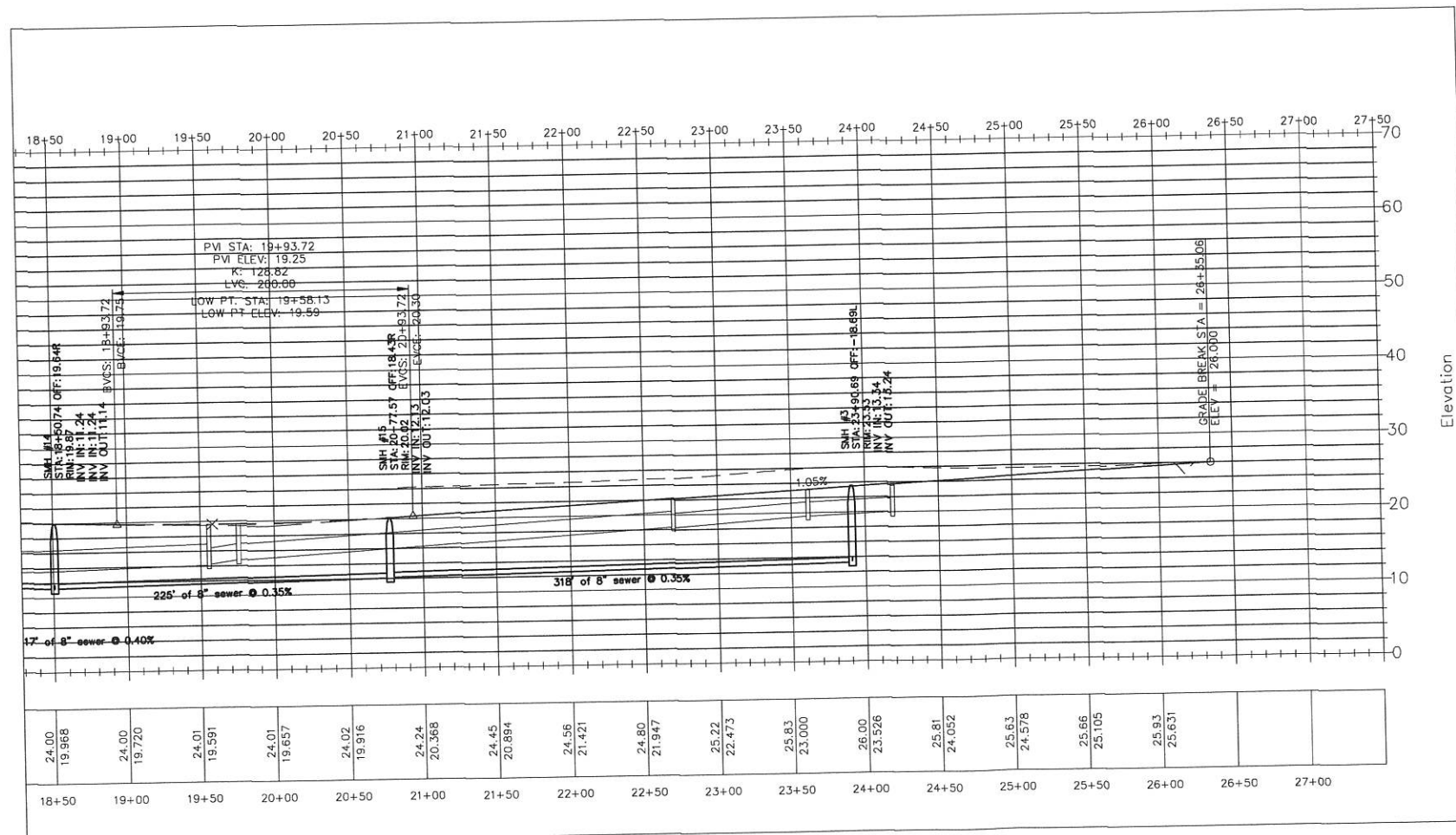
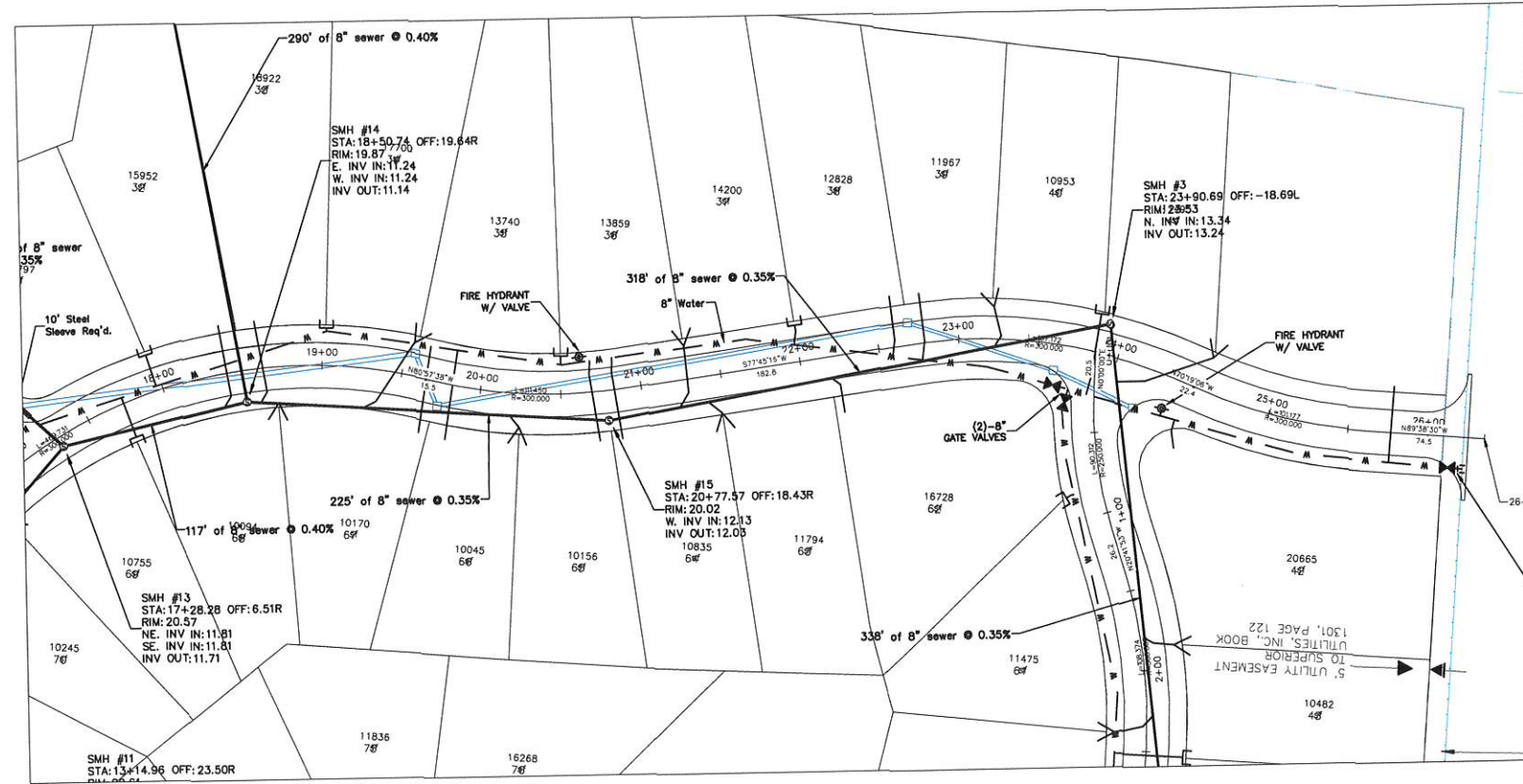


REVISION 17/28/09	SHEET TITLE Plan and Profile	PROJECT NAME Oak Landing CITY OF GULFPORT, MISSISSIPPI	13061 HWY. 67, SUITE B Biloxi, Mississippi 39532 Office (228) 392-1638 Fax (228) 392-1679	Dennis Stieffel and Associates, Inc. Consulting Engineers
DRAWN CH				
CHECKED				
DATE Jee 2012				
				
SHEET 7				
PROJECT NO. 657				



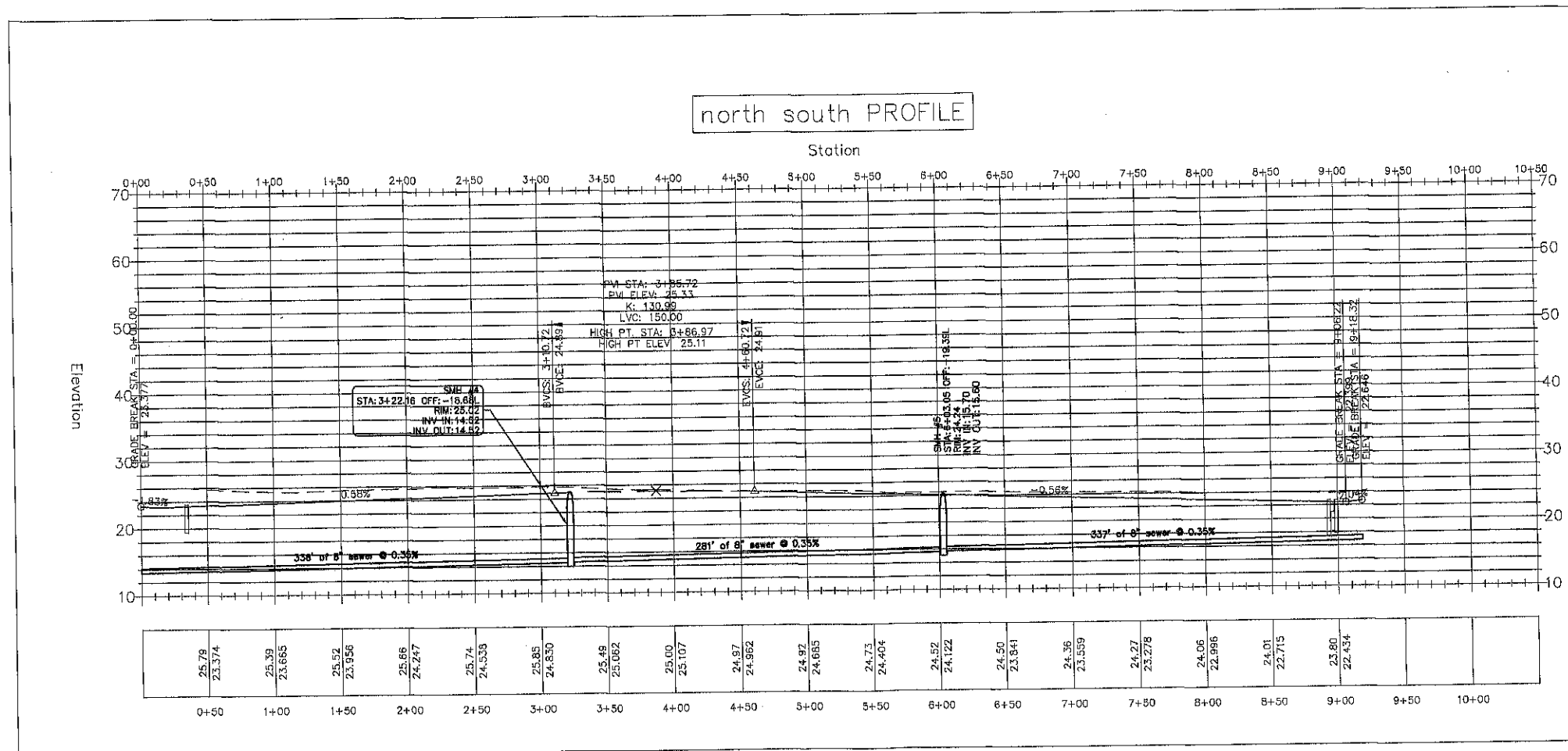
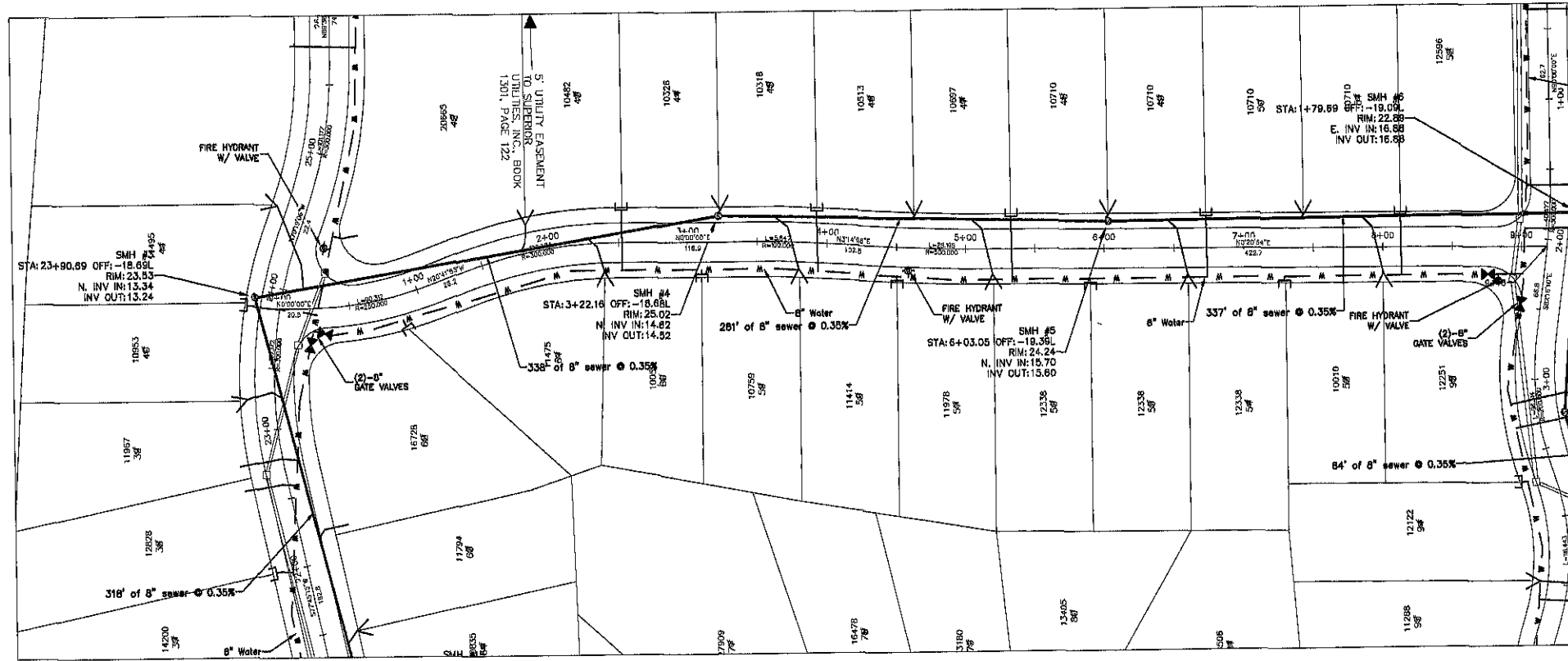
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1"=5' Vert..

	PROJECT NAME Oak Landing CITY OF GULFPORT, MISSISSIPPI	SHEET TITLE Plan and Profile
	PROJECT NO. 657	13061 HWY. 67, SUITE B Biloxi, Mississippi 39532 Office (228) 392-1638 Fax (228) 392-1679

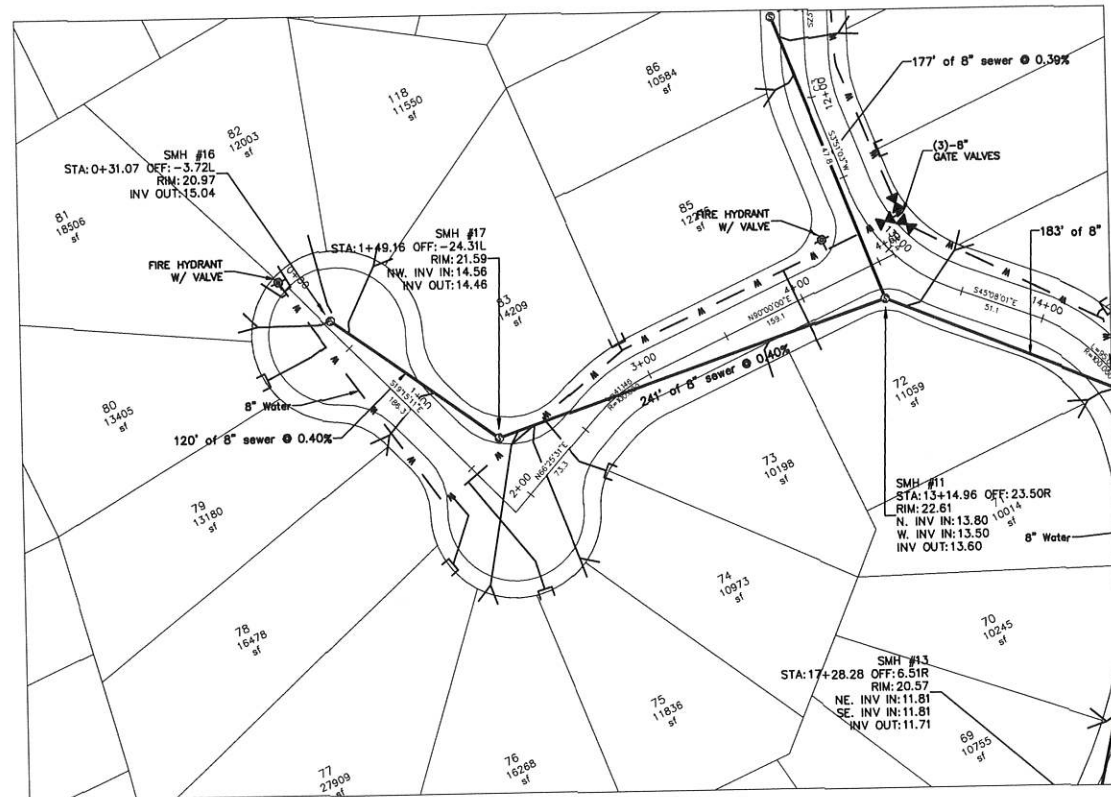


1"=50' Horiz.
1"=5' Vert..

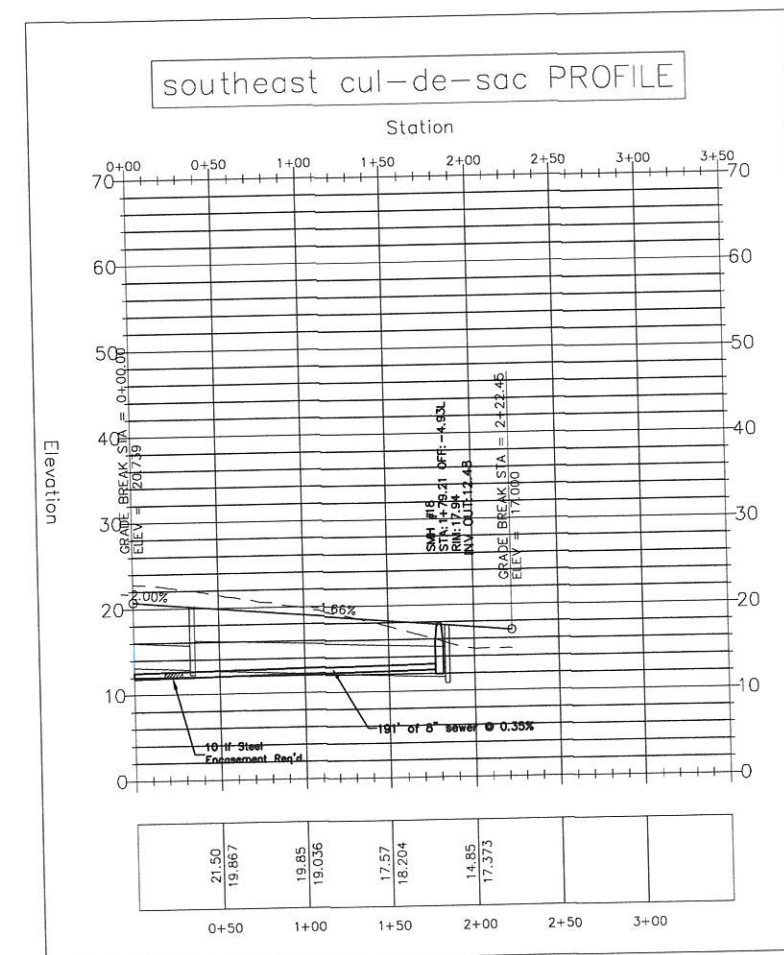
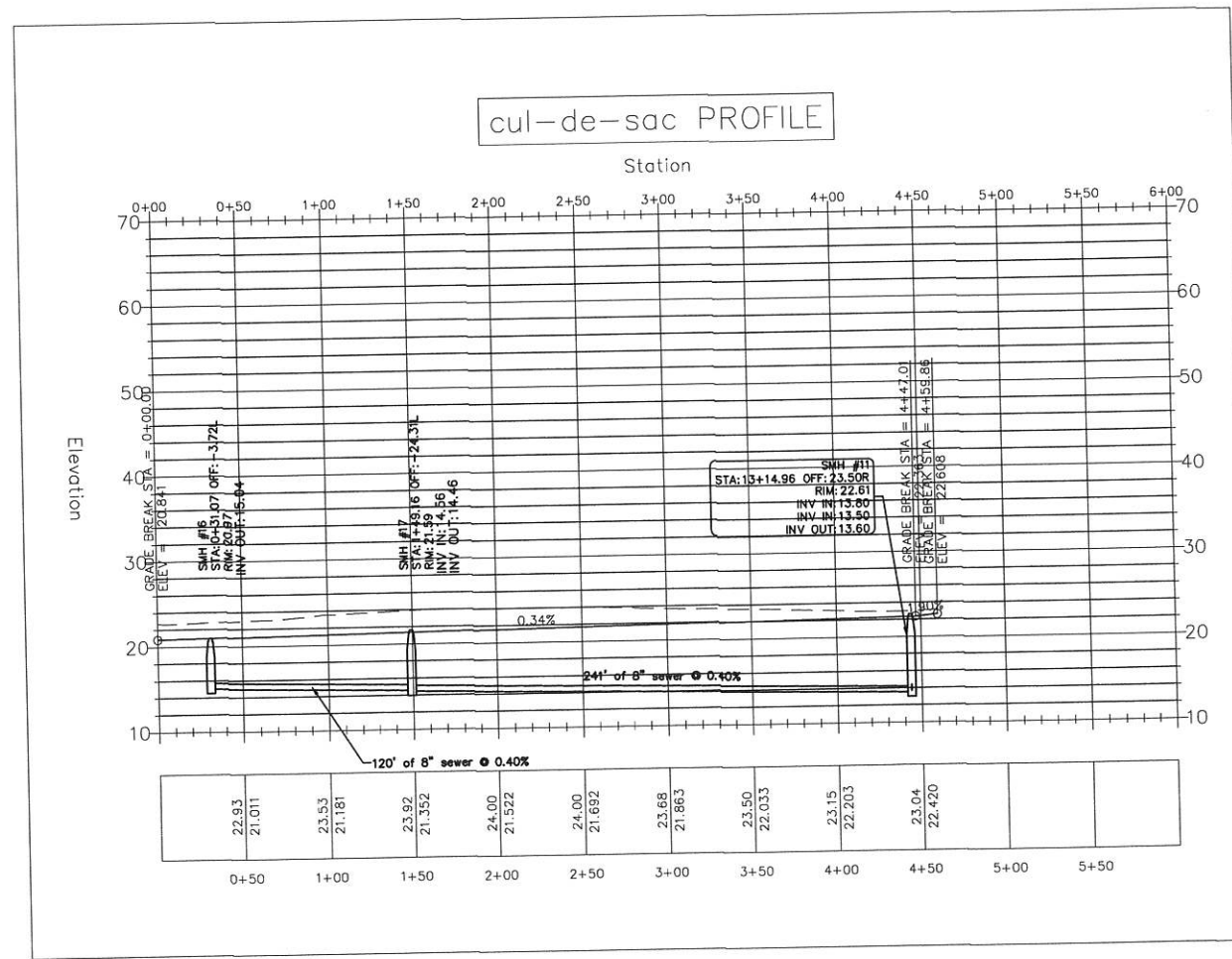
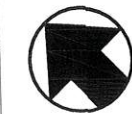
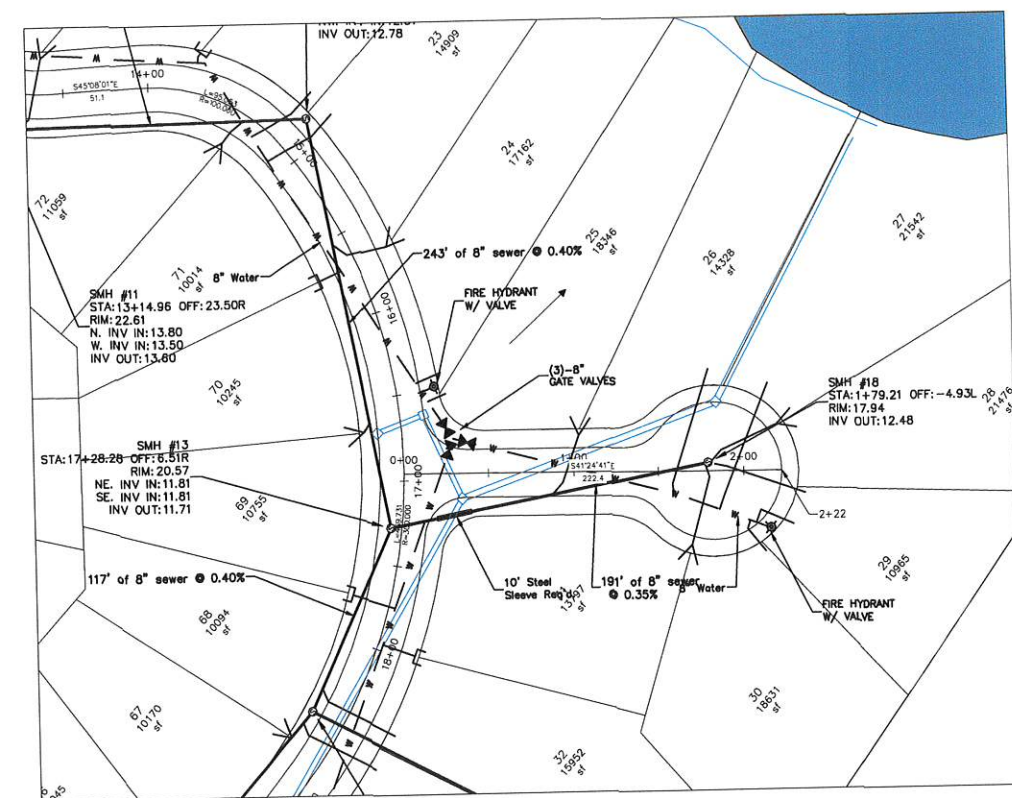
REVISED 1/28/09	SHEET TITLE Plan and Profile	PROJECT NAME Oak Landing CITY OF GULFPORT, MISSISSIPPI	13061 HWY. 67, SUITE B Biloxi, Mississippi 39532 Office (228) 392-1638 Fax (228) 392-1679	Dennis Stieffel and Associates, Inc. Consulting Engineers
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CHECKED				
DATE 1st 2012				
SHEET 9		PROJECT NO. 657		

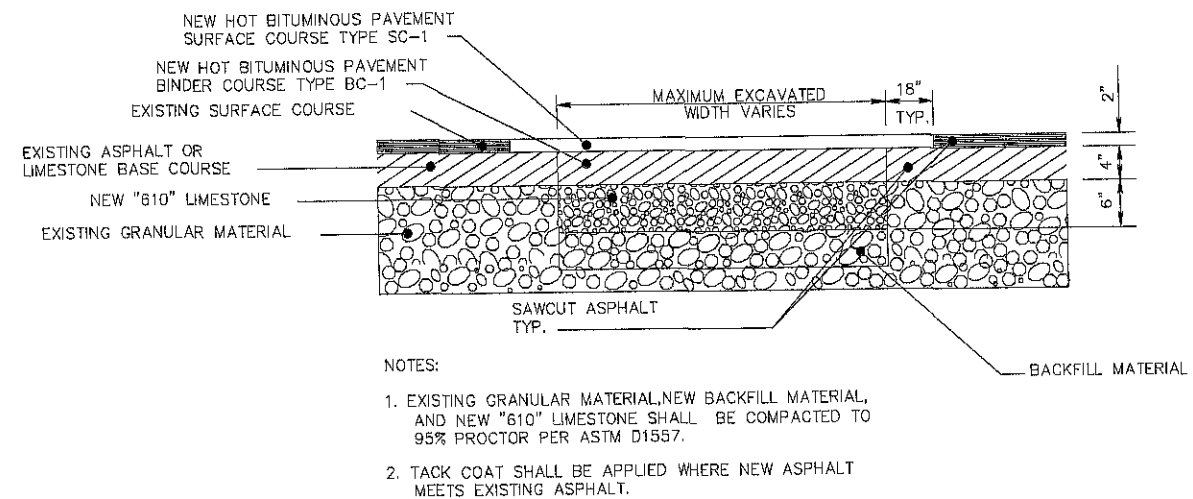
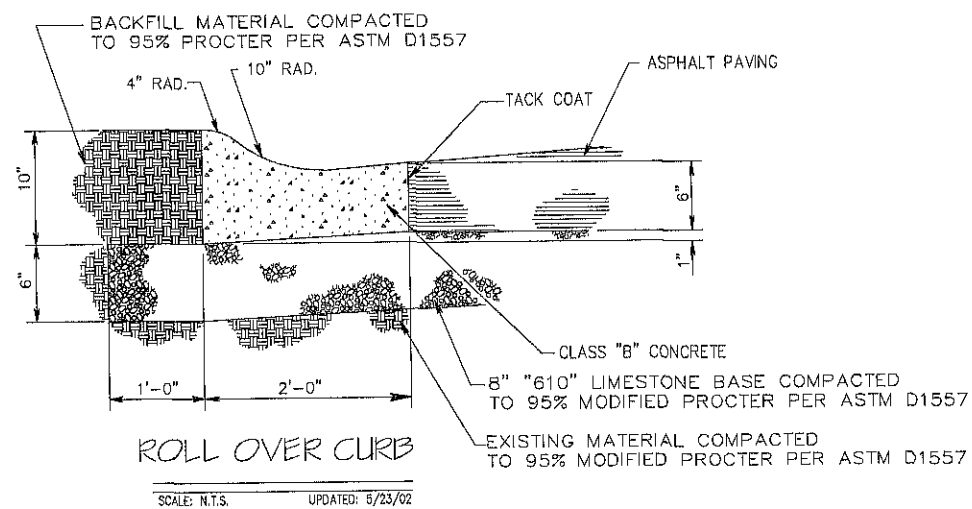
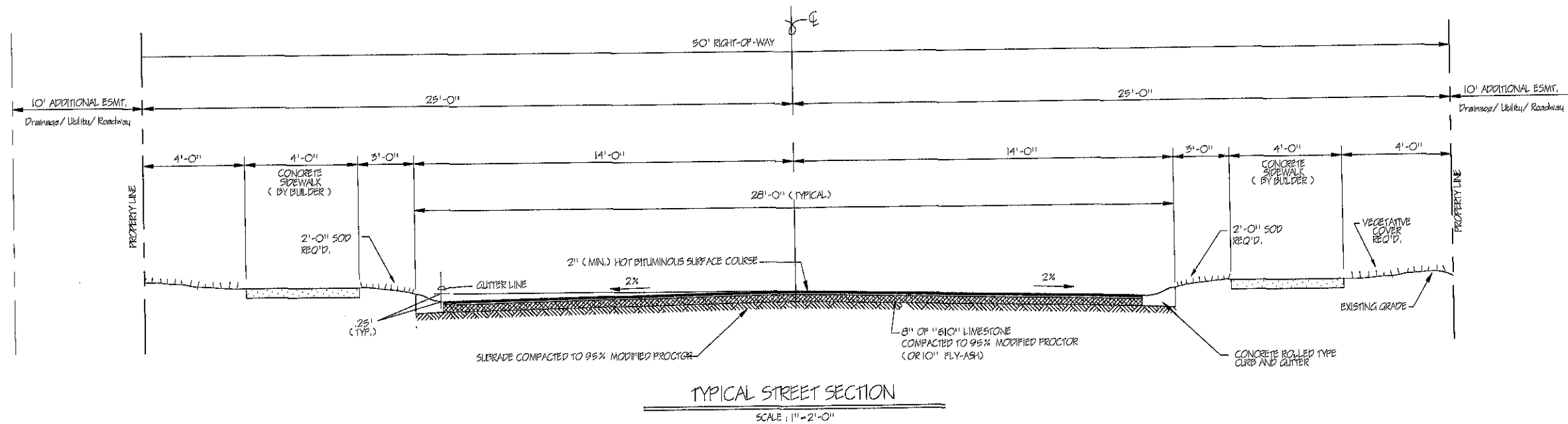


1"=50' Horiz.
1"=5' Vert..



1"=50' Horiz.
1"=5' Vert..

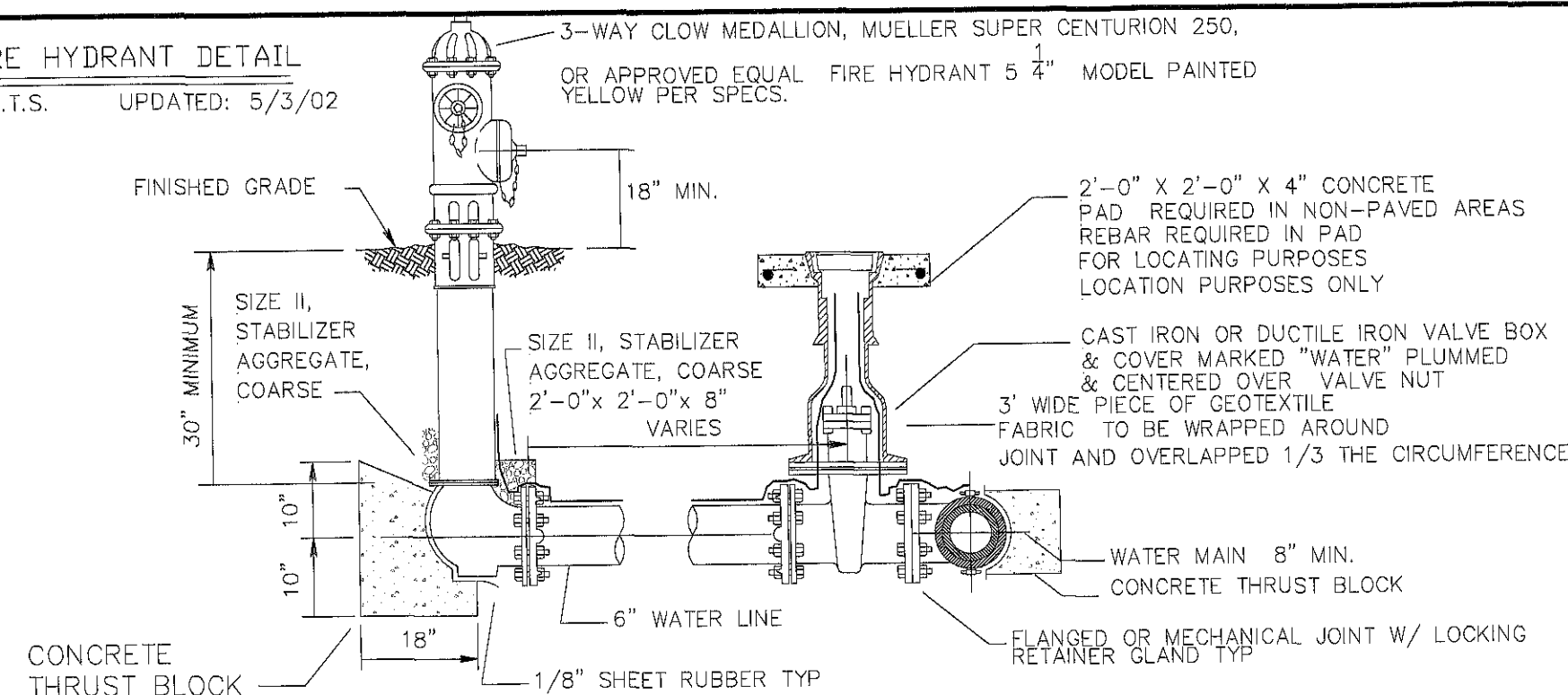




- NOTES:
1. EXISTING GRANULAR MATERIAL, NEW BACKFILL MATERIAL, AND NEW "610" LIMESTONE SHALL BE COMPACTED TO 95% PROCTOR PER ASTM D1557.
 2. TACK COAT SHALL BE APPLIED WHERE NEW ASPHALT MEETS EXISTING ASPHALT.

FIRE HYDRANT DETAIL

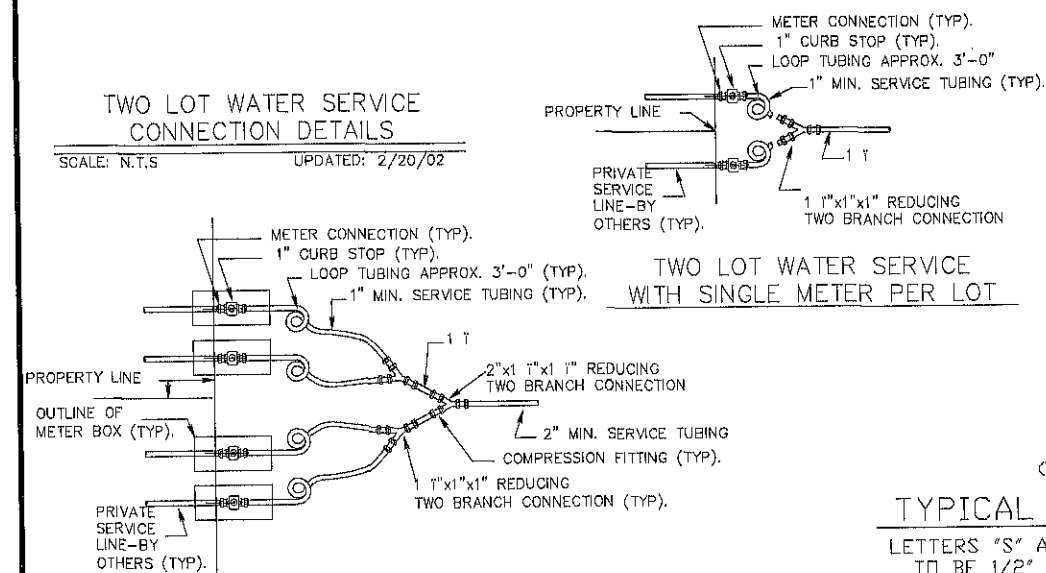
SCALE: N.T.S. UPDATED: 5/3/02



1. ALL CURB STOPS, CORPORATION STOPS, SPLITTERS, REDUCERS, AND OTHER MISC. HARDWARE AND FITTINGS SHALL BE AS MANUFACTURED BY FORD OR APPROVED EQUAL. ALL HARDWARE AND FITTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
2. POLYETHYLENE SERVICE TUBING SHALL BE AS MANUFACTURED BY DRISCO PIPE OR APPROVED EQUAL.
3. THE MINIMUM SIZE SERVICE SHALL BE 1". IF THE EXISTING SERVICE IS SMALLER THAN THE NEW SERVICE, THE CONTRACTOR SHALL PROVIDE APPROPRIATE SIZED REDUCER. THE COST OF REDUCERS OR ANY OTHER HARDWARE NEEDED FOR THE PROPER WATER SERVICE INSTALLATION SHALL BE INCLUDED IN THE UNIT PRICE BID FOR WATER SERVICES.
4. WATER SERVICE SIZE SHALL MATCH EXISTING, BUT SHALL NOT BE LESS THAN 1" UNLESS DIRECTED OTHERWISE BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
5. STAMP "W" IN THE FACE OF CURB AT EACH SERVICE LOCATION AND "V" AT EACH VALVE LOCATION. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT SERVICE AND VALVE LOCATIONS ARE ACCURATELY MARKED.
6. EXACT LOCATION OF ALL SERVICES AND VALVES SHALL BE SHOWN ON FINAL AS-BUILTS, THE CONTRACTOR SHALL DIMENSION THE LOCATION OF SERVICE OR VALVE FROM THE NEAREST CROSS STREET CENTERLINE OR ANOTHER PERMANENT LANDMARK APPROVED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
7. ALL NEW WATER SERVICES SHALL BE INSTALLED WITH 14 GAUGE LOCATOR WIRE. THE WIRE SHALL BE CONTINUOUS FROM MAIN TO PROPERTY LINE. WIRE SHALL BE SPLICED AT EACH SPLITTER.

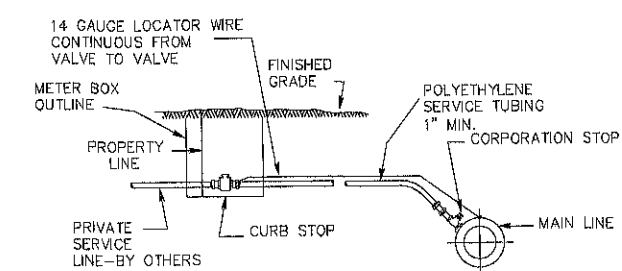
TWO LOT WATER SERVICE CONNECTION DETAILS

SCALE: N.T.S. UPDATED: 2/20/02



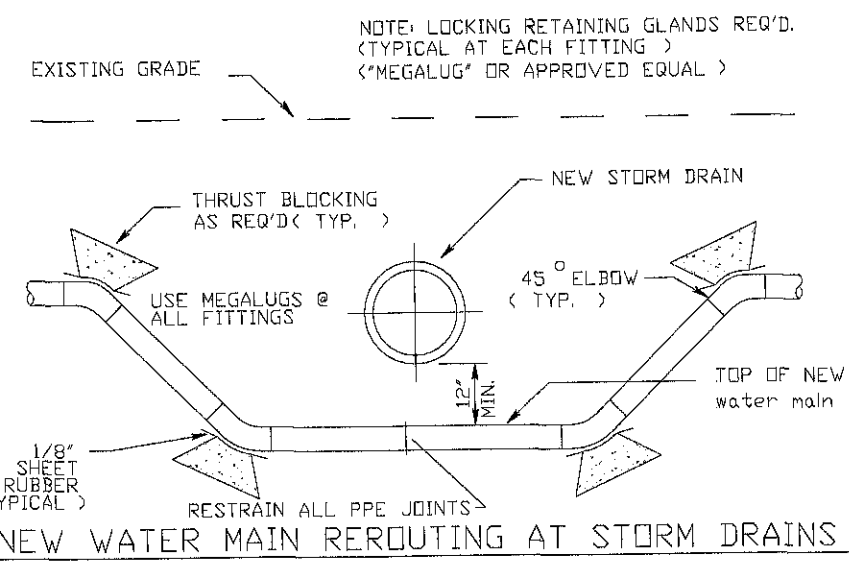
TWO LOT WATER SERVICE WITH SINGLE METER PER LOT

TWO LOT WATER SERVICE WITH DOUBLE METER PER LOT



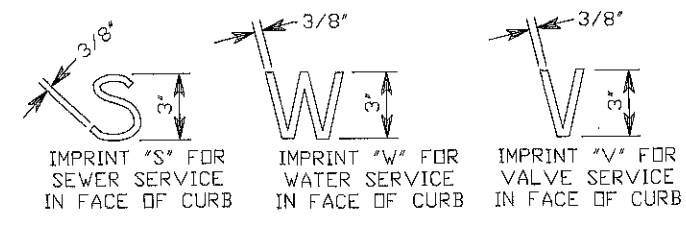
Note:
Additional splitters, loops and fittings not shown for clarity. See plan views.

WATER SERVICE ELEVATION



TYPICAL NEW WATER MAIN REROUTING AT STORM DRAINS

LETTERS "S" AND "W" TO BE 1/2" DEEP



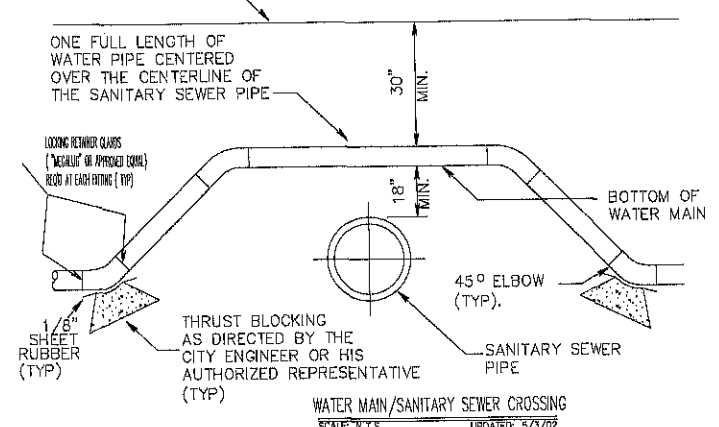
UTILITY CURB MARKING DETAIL

N.T.S.

NOTE: CONTRACTOR SHALL STAMP CURB AT EACH SEWER AND WATER SERVICE LOCATION WITH STAMPING TOOL ON THE FACE OF THE CURB

WATER MAIN / SANITARY SEWER CROSSING NOTE:

1. WATER LINES SHALL ALWAYS BE CONSTRUCTED ABOVE SANITARY SEWER LINES UNLESS A SEPARATE DETAIL IS SHOWN INDICATING A DIFFERENT ARRANGEMENT AND THE PLANS INDICATE SPECIFIC LOCATIONS WHERE THE WATER LINE MAY BE LOCATED BELOW THE SANITARY SEWER.



GENERAL NOTES:

1. MAINTAIN A MIN. OF 10'-0" HORIZONTAL SEPARATION BETWEEN WATER AND SEWER MAINS.
2. MAINTAIN A MIN. OF 1'-6" VERTICAL SEPARATION BETWEEN WATER AND SEWER MAINS AT CROSSINGS.
3. SILT FENCING WILL BE REQ'D AT ALL POINTS OF DRAINAGE DISCHARGE INTO EXISTING DITCHES, FOR THE DURATION OF CONSTRUCTION OF THE PROJECT. UPON ACCEPTANCE AND APPROVAL OF THE PROJECT, THE CONTRACTOR SHALL REMOVE ALL SILT FENCING AND ALL SEDIMENT BUILD UP.
4. THE DESIGN, MATERIALS, AND INSTALLATION OF ALL WATER AND SEWER MAINS AND SERVICES SHALL COMPLY WITH THE CITY OF GULFPORT SEWER AND WATER REGULATIONS.

(GENERAL NOTE: ALL CONCRETE AND PIPE SHALL BE SEPARATED BY A NON-CONDUCTIVE MATERIAL, TYPICALLY 1/8" SHEET RUBBER

REVISIONS
DATE: 5/3/02
DRAWN: JCH
CHECKED: JCH
DATE: 5/3/02

SHEET TITLE
CONSTRUCTION DETAILS

PROJECT NAME
Oak Landing Subdivision
CITY OF GULFPORT, MISSISSIPPI

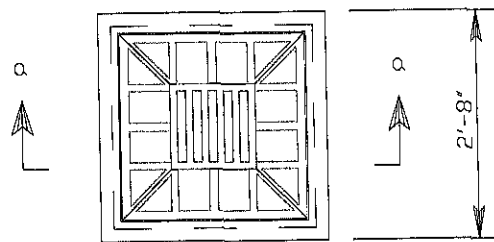
13061 HWY. 67, SUITE C
Biloxi, Mississippi 39532
Office (601) 392-1638 Fax (601) 392-1679

Dennis Steffel and Associates, Inc.
Consulting Engineers

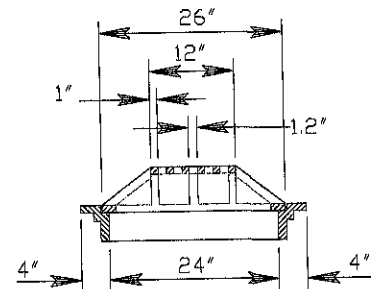
DS&A

SHEET
13

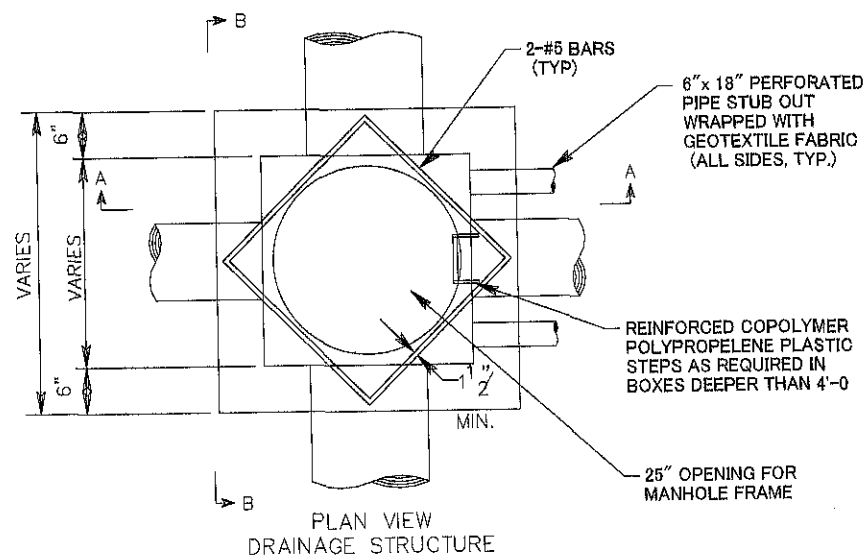
PROJECT NO.
657



BEEHIVE GRATE AND FRAME



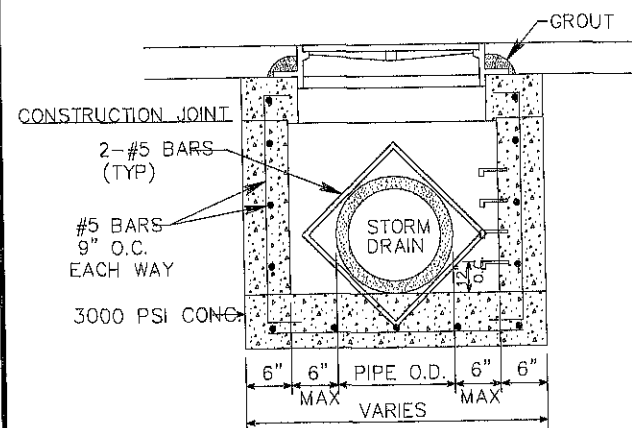
SECTION A-A



PLAN VIEW
DRAINAGE STRUCTURE

NOTE:

PERFORATED PIPE SHALL BE STUBBED OUT OF DRAINAGE STRUCTURE WALLS FOR DRAIN RELIEF OF STORM DRAIN BEDDING. PERFORATED PIPE SHALL BE 8" DIA. x 18" LONG SDR-26 PIPE AND SHALL BE INSTALLED 3" ABOVE INVERT OF LOWEST PIPE AS SHOWN ON THE DETAIL. PERFORATED PIPE SHALL BE INSTALLED ON BOTH SIDES OF EACH PIPE OR ANY SIDE OF BOX THAT PROVIDES MIN. CLEARANCE AS SHOWN ON THE DETAIL OR AS DIRECTED BY CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE. PERFORATED PIPE SHALL BE WRAPPED WITH GEOTEXTILE FABRIC THE ENTIRE LENGTH OF THE STUB-OUT. THE FABRIC SHALL BE INSTALLED IN SUCH A MANNER THAT SILT IS PREVENTED FROM ENTERING THE OPEN END OF THE STUB-OUT AS WELL AS THE PERFORATIONS. THIS SHALL APPLY TO ALL DRAINAGE STRUCTURES.



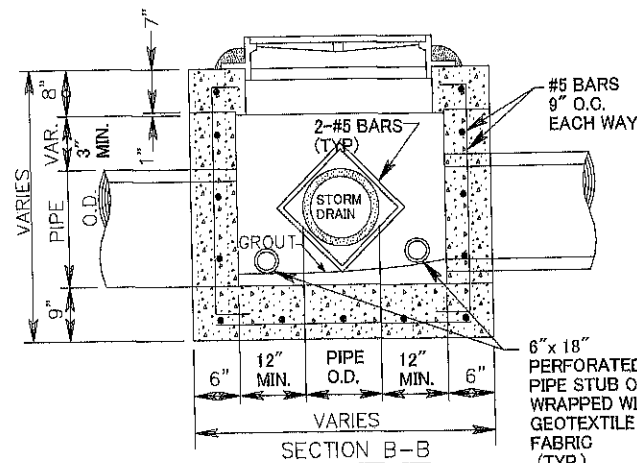
SECTION A-A

CATCH BASIN & DRAINAGE BOX

SCALE: N.T.S. UPDATED: 7/12/11

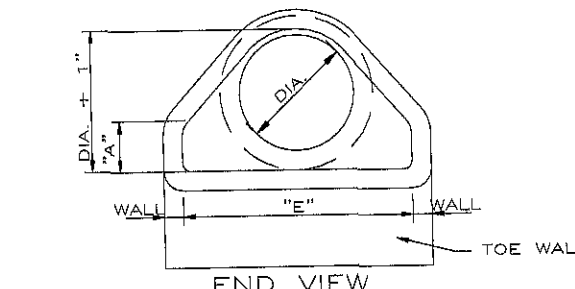
TYPICAL CATCH BASIN OR
JUNCTION BOX DETAIL

N.T.S.

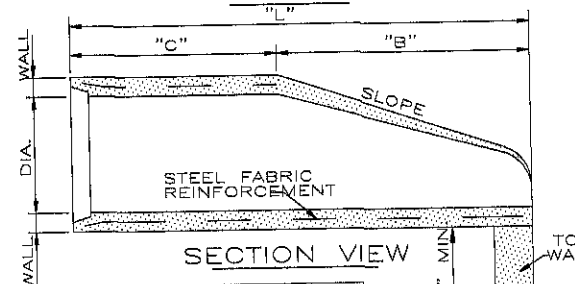


SECTION B-B

NOTE:
SUB-GRADE AND BACKFILL SHALL HAVE A COMPACTION OF 100% ASTM D1557



END VIEW

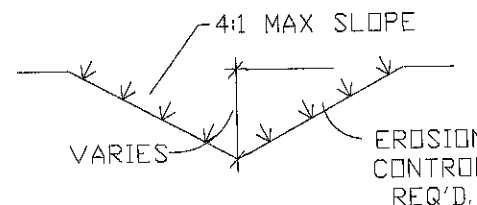


SECTION VIEW

DIA.	WALL	SLOPE	"A"	"B"	"C"	"D"	"E"	"F"
10"	3 1/2"	3:1	8"	2'-3"	12'-10"	3'-0"	6'-1"	11'
24"	3"	3:1	10"	2'-8"	12'-10"	4'-0"	9'-2"	11'
30"	3 1/2"	3:1	11"	2'-8"	12'-10"	4'-0"	9'-2"	11'
48"	6"	3:1	11"	2'-8"	12'-10"	4'-0"	9'-2"	11'
60"	6"	3:1	11"	2'-8"	12'-10"	4'-0"	9'-2"	11'
72"	7"	3:1	11"	2'-8"	12'-10"	4'-0"	9'-2"	11'

FLARED END SECTION
WITH TOE WALL

N.T.S.



TYP. SWALE

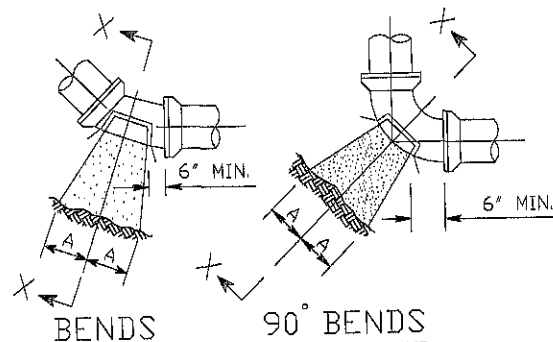
(EROSION CHECKS REQ'D.)



NOTE:
DEWS DF-24 or approved
EQUAL RIM AND COVER WITH
LETTERING "DRAIN" TO BE
CAST ON LID

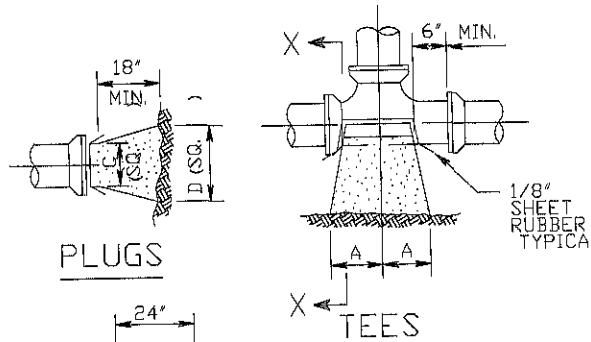
JUNCTION BOX
MANHOLE CASTING

- notes:
1. all posts and framing to schedule 40 galvanized steel.
 2. center 1 5/8" brace and 3/8" brace rod also req'd. @ each side of each corner
 3. use 9 gauge, soft annealed wire to attach fabric to rails and posts @ 24" o.c.
 4. hold tops of all concrete footings 2" below finished grade.
 5. drive gates to be 10'-0"x8'-0" (no netting above) walk gates shall be 4'-0"x8'-0" (with netting above)



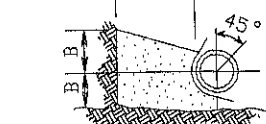
BENDS

90° BENDS



PLUGS

TEES



SECTION X-X

SOIL	SIZE	45° BEND		22 1/2° BEND		11 1/4° BEND		90° BEND		TEE		PLUG	
		A	B	A	B	A	B	A	B	A	B	C	D
2000 psf	6"	16	10	9	10	6	8	18	10	12	10	21	
	8"	22	13	12	13	8	10	25	13	16	12	20	29
	10"	26	17	14	17	10	13	30	17	16	20	14	36
	12"	29	21	16	21	11	16	34	21	18	24	16	41
	14"	35	24	19	24	12	20	36	24	22	27	18	48
	16"	38	27	21	27	12	24	42	27	24	30	20	54

- NOTE:
1. ALL DIMENSIONS ARE IN INCHES.
 2. USE ON WATER LINES AND SEWER FORCE MAINS.

THRUST BLOCK DETAILS

REVISION
7/12/2012
DATE
14/2012

SHEET TITLE
CONSTRUCTION DETAILS

PROJECT NAME
Oak Landing Subdivision
CITY OF GULFPORT, MISSISSIPPI

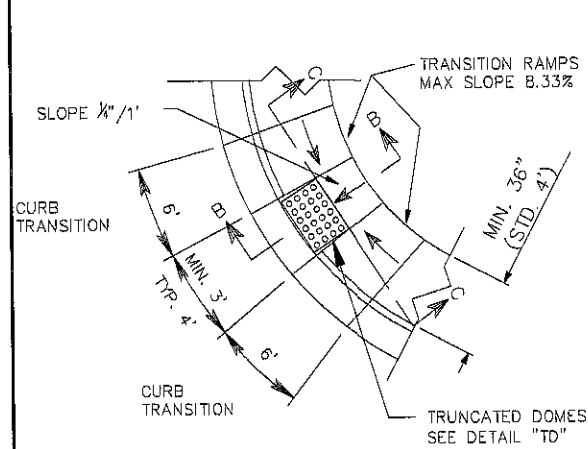
PROJECT NO.
13061 HWY. 67, SUITE C
Biloxi, Mississippi 39532
Office (601) 392-1638 Fax (601) 392-1679

Dennis Stiefel and Associates, Inc.
Consulting Engineers

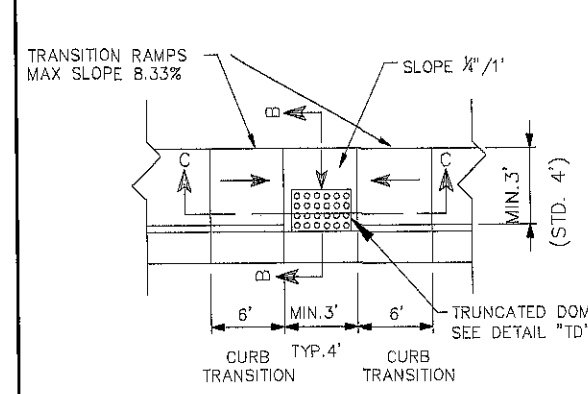


SHEET
14

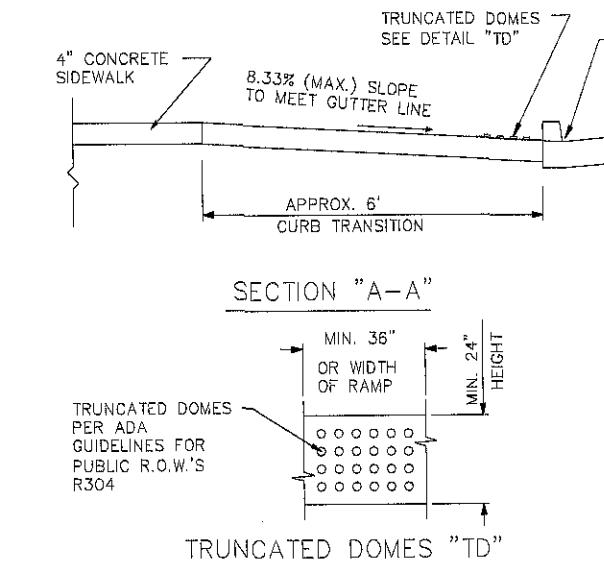
PROJECT NO.
697



PLAN - WHEEL CHAIR RAMP
@ INTERSECTIONS WITH
SIDEWALKS ON TWO SIDES

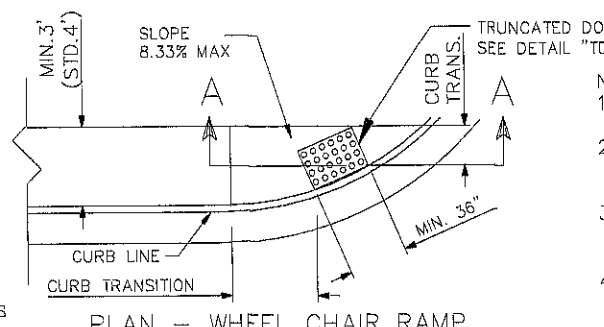


PLAN - WHEEL CHAIR RAMP



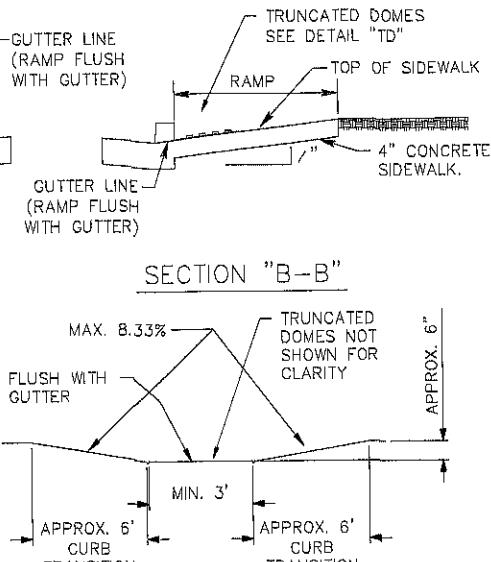
SECTION "A-A"

TRUNCATED DOMES "TD"



PLAN - WHEEL CHAIR RAMP
@ INTERSECTIONS WITH
SIDEWALKS ON ONE SIDE

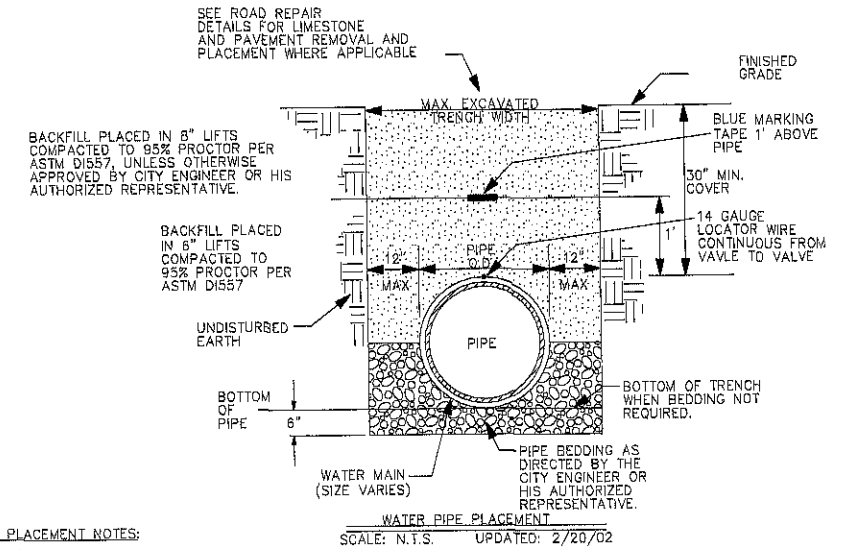
HANDICAP RAMP
WITH TRUNCATED DOMES (NO GREEN SPACE)



SECTION "B-B"

SECTION "C-C"

- NOTES:
1. CONCRETE SHALL BE 3000 PSI 28-DAY COMPRESSIVE STRENGTH.
 2. SCORE JOINTS ARE TO BE PROVIDED IN SIDEWALKS, CURB, & GUTTER AND DRIVEWAYS.
 3. ALL EXPANSION JOINT MATERIAL SHALL BE 1/2" PREFORMED JOINT FILLER.
 4. CONTROL JOINTS SHALL BE PLACED EVERY 4' AND EVERY THIRD JOINT SHALL BE A CONSTRUCTION JOINT.
 5. CONTRACTOR SHALL SUBMIT MANUFACTURE'S INFORMATION FOR TRUNCATED DOME MAT FOR APPROVAL PRIOR TO INSTALLATION.
 6. PROVIDE EXPANSION JOINT MATERIAL BETWEEN ALL CONCRETE TO CONCRETE ABUTMENTS
 7. WHEELCHAIR RAMPS TO BE PROVIDED AT ALL INTERSECTIONS FOR STREETS WITH SIDEWALKS

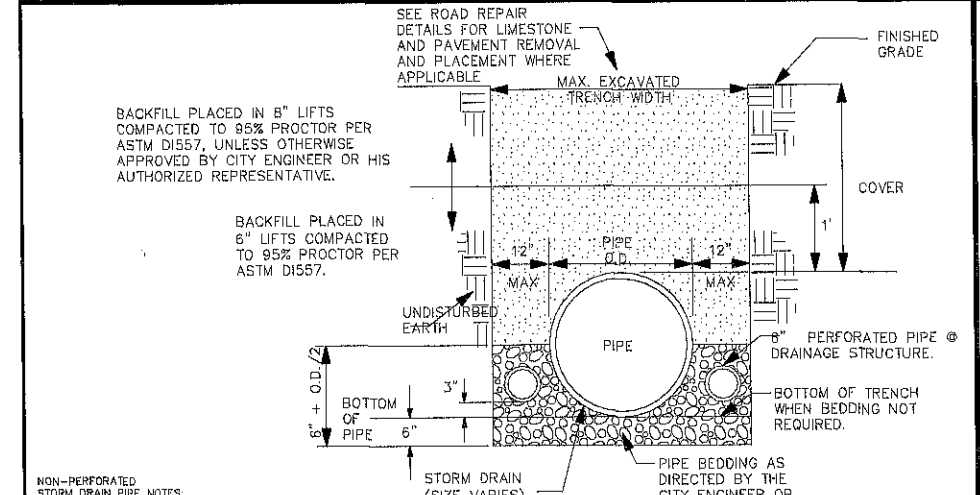


WATER PIPE PLACEMENT

NO SCALE

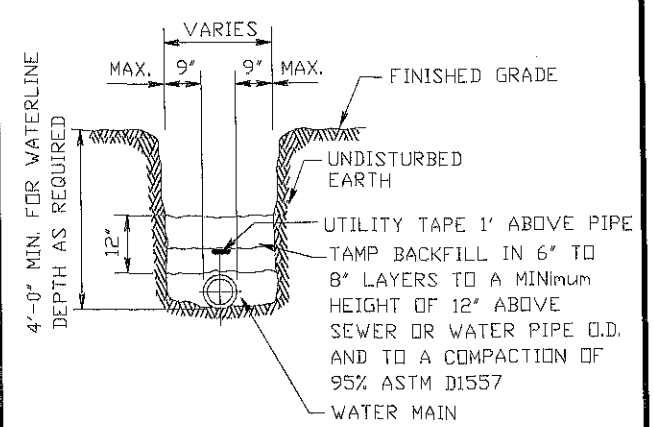
WATER PIPE PLACEMENT NOTES:

1. WATER PIPE SHALL BE PVC OR DUCTILE IRON (D.I.) IN ACCORDANCE WITH THE SPECIFICATION. LOCATION FOR INSTALLATION OF PVC OR D.I. PIPE SHALL BE AS SHOWN ON THE DRAWINGS OR AS DIRECTED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
2. REFER TO OTHER DETAILS FOR THRUST BLOCKS, VALVES, SERVICES, & FIRE HYDRANTS.
3. PIPE BEDDING SHALL BE "BORROW EXCAVATION" IN ACCORDANCE WITH SECTION 203 OF THE SPECIFICATION OR "SIZE II STABILIZER AGGREGATE" IN ACCORDANCE WITH SECTION 304 OF THE SPECIFICATION. TYPE AND LOCATION OF BEDDING SHALL BE DETERMINED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
4. BACKFILL MATERIAL SHALL BE PLACED ON BOTH SIDES OF PIPE SIMULTANEOUSLY DURING BACKFILLING OPERATIONS TO PREVENT SHIFTING OR DAMAGE TO PIPE.
5. IF EXISTING MATERIAL IS USED FOR BACKFILL, THERE SHALL BE NO ADDITIONAL PAYMENT FOR EXCAVATION, BACKFILL, AND DISPOSAL OF EXCESS MATERIAL. IF EXISTING MATERIAL IS UNSUITABLE FOR BACKFILL, BORROW MATERIAL SHALL BE USED. THERE SHALL BE NO ADDITIONAL PAYMENT FOR EXCAVATION AND DISPOSAL OF UNSUITABLE MATERIAL. APPROVED PLACEMENT OF BORROW SHALL BE PAID AT THE CONTRACT UNIT PRICE BID.



NON-PERFORATED
STORM DRAIN PIPE PLACEMENT

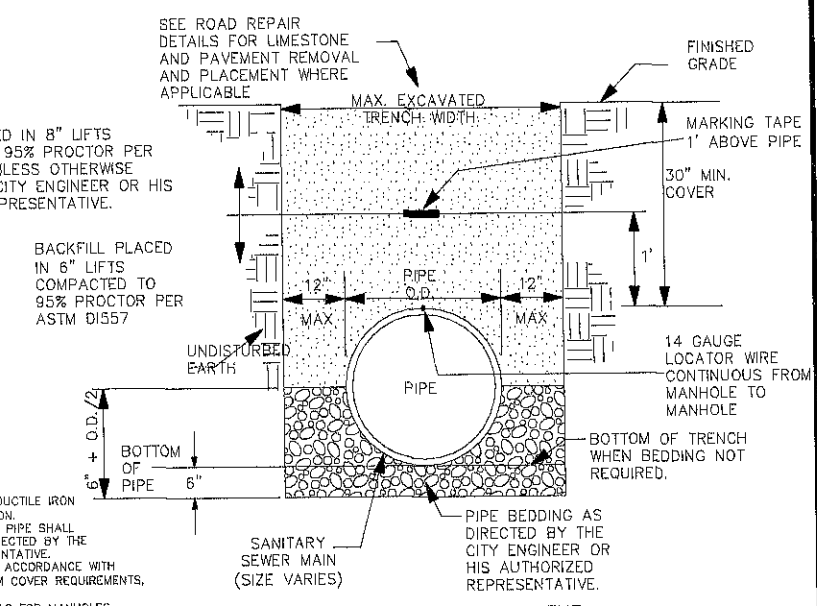
- NON-PERFORATED STORM DRAIN PIPE NOTES:
1. STORM DRAIN PIPE SHALL BE CONCRETE, RIBBED PVC OR HIGH DENSITY POLYETHYLENE IN ACCORDANCE WITH THE SPECIFICATION. LOCATION FOR INSTALLATION OF TYPE OF PIPE SHALL BE AS SHOWN ON THE DRAWINGS OR AS DIRECTED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE. ONLY CONCRETE STORM DRAIN PIPE SHALL BE INSTALLED UNDER PAVED AREAS.
 2. ALL STORM DRAIN JOINTS SHALL BE WRAPPED WITH GEOTEXTILE FABRIC. FABRIC SHALL BE 3' WIDE (CENTERED OVER JOINT) AND LONG ENOUGH TO WRAP AROUND THE PIPE JOINT AND OVERLAP 1/3 THE CIRCUMFERENCE. THE COST OF FABRIC SHALL BE ABSORBED IN THE UNIT PRICE BID FOR STORM DRAIN PIPE AND SHALL NOT BE MEASURED FOR SEPARATE PAYMENT.
 3. REFER TO OTHER DETAILS FOR DRAINAGE STRUCTURES, CONCRETE PIPE REPAIR METHODS, PIPE END TREATMENTS, & GRATES.
 4. PIPE BEDDING SHALL BE "BORROW EXCAVATION" IN ACCORDANCE WITH SECTION 203 OF THE SPECIFICATION OR "SIZE II STABILIZER AGGREGATE" IN ACCORDANCE WITH SECTION 304 OF THE SPECIFICATION. TYPE AND LOCATION OF BEDDING SHALL BE DETERMINED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE. BEDDING FOR ARCH PIPE SHALL COVER THE HAUNCHES.
 5. BACKFILL MATERIAL SHALL BE PLACED ON BOTH SIDES OF PIPE SIMULTANEOUSLY DURING BACKFILLING OPERATIONS TO PREVENT SHIFTING OR DAMAGE TO PIPE.
 6. "MAXIMUM EXCAVATED TRENCH WIDTH" REFERS TO THE MAXIMUM WIDTH THAT WILL BE USED FOR COMPUTATION OF APPLICABLE PAY ITEMS FOR BEDDING, BORROW FOR BACKFILL, LIMESTONE, OR PAVING. THE CONTRACTOR MAY EXCAVATE A WIDER TRENCH AT HIS OWN EXPENSE AS LONG AS TRENCH REMAINS WITHIN THE LIMITS OF CITY R.O.W., PROPERTY OR EASEMENT AND THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE APPROVES THE DIMENSIONS OF THE WIDER TRENCH.
 7. INSTALLATION AND COVER REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE PIPE MANUFACTURER'S WRITTEN INSTALLATION INSTRUCTIONS AND RECOMMENDATIONS. TOP OF STORM DRAIN SHALL BE BELOW ROAD BASE IN PAVED AREAS.



UTILITY EMBEDMENT

SEWER PIPE PLACEMENT NOTES:

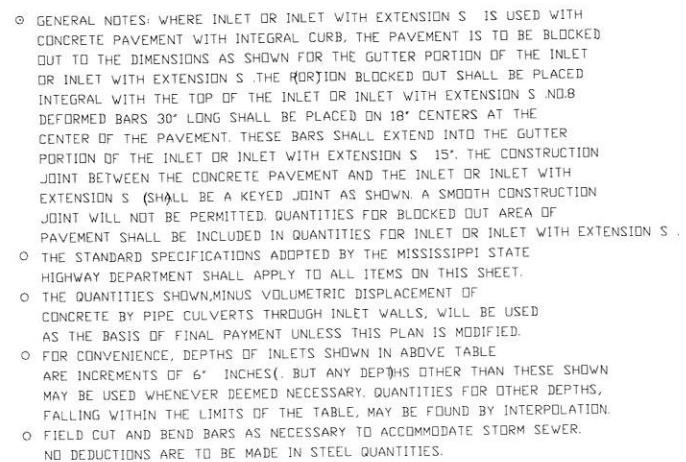
1. SANITARY SEWER PIPE SHALL BE PVC OR DUCTILE IRON (D.I.) IN ACCORDANCE WITH THE SPECIFICATION. LOCATION FOR INSTALLATION OF PVC OR D.I. PIPE SHALL BE AS SHOWN ON THE DRAWINGS OR AS DIRECTED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
2. SANITARY SEWER PIPE SHALL BE BURIED IN ACCORDANCE WITH THE PIPE MANUFACTURER'S WRITTEN MINIMUM COVER REQUIREMENTS, BUT COVER SHALL BE A MINIMUM OF 30".
3. FOR GRAVITY PIPE REFER TO OTHER DETAILS FOR MANHOLES & SERVICES.
4. FOR FORCE MAINS REFER TO OTHER DETAILS FOR THRUST BLOCKS, VALVES, SERVICES, & AIR RELEASE VALVES.
5. PIPE BEDDING SHALL BE "BORROW EXCAVATION" IN ACCORDANCE WITH SECTION 203 OF THE SPECIFICATION OR "SIZE II STABILIZER AGGREGATE" IN ACCORDANCE WITH SECTION 304 OF THE SPECIFICATION. TYPE AND LOCATION OF BEDDING SHALL BE DETERMINED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
6. BACKFILL MATERIAL SHALL BE PLACED ON BOTH SIDES OF PIPE SIMULTANEOUSLY DURING BACKFILLING OPERATIONS TO PREVENT SHIFTING OR DAMAGE TO PIPE.
7. IF EXISTING MATERIAL IS UNSUITABLE FOR BACKFILL, BORROW MATERIAL SHALL BE USED. APPROVED PLACEMENT OF BORROW SHALL BE PAID AT THE CONTRACT UNIT PRICE BID.
8. "MAXIMUM EXCAVATED TRENCH WIDTH" REFERS TO THE MAXIMUM WIDTH THAT WILL BE USED FOR COMPUTATION OF APPLICABLE PAY ITEMS FOR BEDDING, BORROW FOR BACKFILL, LIMESTONE, OR PAVING. THE CONTRACTOR MAY EXCAVATE A WIDER TRENCH AT HIS OWN EXPENSE AS LONG AS THE TRENCH REMAINS WITHIN THE LIMITS OF CITY R.O.W., PROPERTY OR EASEMENT AND THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE APPROVES THE DIMENSIONS OF THE WIDER TRENCH.



SANITARY SEWER PIPE PLACEMENT

SANITARY SEWER
PIPE PLACEMENT

NO SCALE

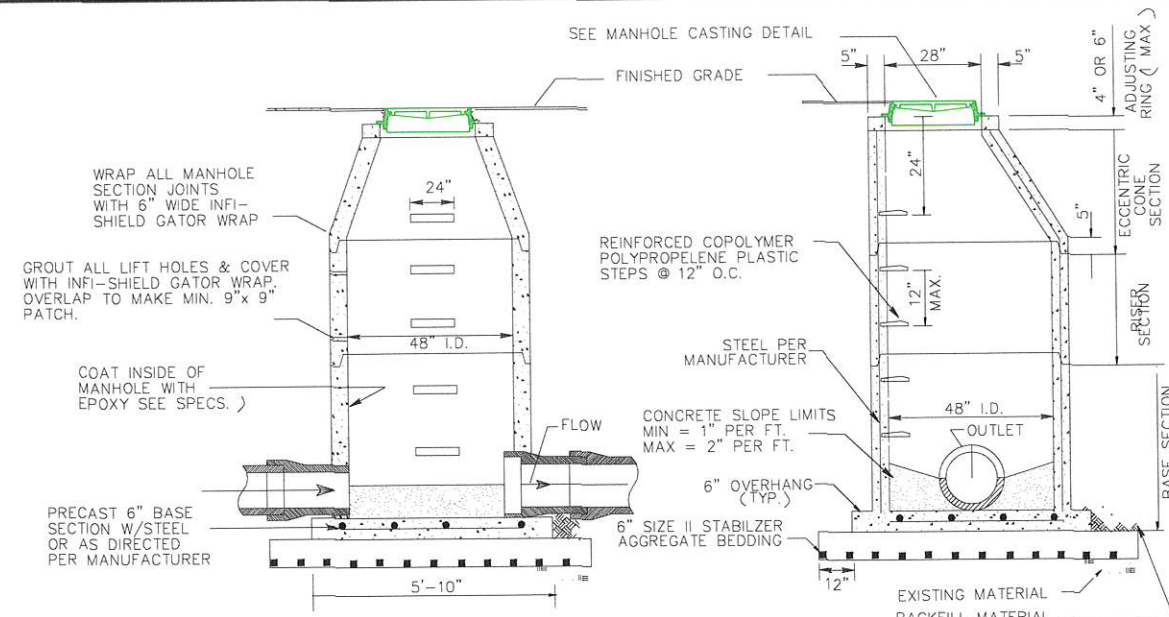
[illegible]

INCREASE IN C.Y. PER FT. 'H'		INCREASE PER FT. 'W'	
'W' =	C.Y./FTH	'H' =	C.Y./FT.W
2'-6"	.315	3'-0"	.315
3'-0"	.333	3'-6"	.333
3'-6"	.352	4'-0"	.352
4'-0"	.371	4'-6"	.370
4'-6"	.389	5'-0"	.389
5'-0"	.408	5'-6"	.408
5'-6"	.426	6'-0"	.426
6'-0"	.445	6'-6"	.445
6'-6"	.463	7'-0"	.463
7'-0"	.481	7'-6"	.482
		8'-0"	.500

QUANTITIES FOR ONE EXTENSION					
BAR	SIZE	LENGTH	SPACING	NUMBER	† WEIGHT
E	# 4	5'-8"	AS SHOWN	3	11
G	# 4	SEE SCHEDULE	11"	6	34
H	# 6	6'-9"	AS SHOWN	5	51
L	# 6	4'-9"	AS SHOWN	2	14
TOTAL STEEL FOR ONE EXTENSION				110 LBS.	
TOTAL CONC. FOR ONE EXTENSION				0.89 C.Y.	

† WHERE EXTENSION IS USED WITH CONCRETE PAVEMENT,
ADD 27 LBS. OF STEEL FOR BARS M.

- GENERAL NOTES: WHERE INLET OR INLET WITH EXTENSION S IS USED WITH CONCRETE PAVEMENT WITH INTEGRAL CURB, THE PAVEMENT IS TO BE BLOCKED OUT TO THE DIMENSIONS AS SHOWN FOR THE GUTTER PORTION OF THE INLET OR INLET WITH EXTENSION S. THE PORTION BLOCKED OUT SHALL BE PLACED INTEGRAL WITH THE TOP OF THE INLET OR INLET WITH EXTENSION S. NO.8 DEFORMED BARS 30" LONG SHALL BE PLACED ON 18" CENTERS AT THE CENTER OF THE PAVEMENT. THESE BARS SHALL EXTEND INTO THE GUTTER PORTION OF THE INLET OR INLET WITH EXTENSION S 15". THE CONSTRUCTION JOINT BETWEEN THE CONCRETE PAVEMENT AND THE INLET OR INLET WITH EXTENSION S SHALL BE A KEYED JOINT AS SHOWN. A SMOOTH CONSTRUCTION JOINT WILL NOT BE PERMITTED. QUANTITIES FOR BLOCKED OUT AREA OF PAVEMENT SHALL BE INCLUDED IN QUANTITIES FOR INLET OR INLET WITH EXTENSION S.
- THE STANDARD SPECIFICATIONS ADOPTED BY THE MISSISSIPPI STATE HIGHWAY DEPARTMENT SHALL APPLY TO ALL ITEMS ON THIS SHEET.
- THE QUANTITIES SHOWN, MINUS VOLUMETRIC DISPLACEMENT OF CONCRETE BY PIPE CULVERTS THROUGH INLET WALLS, WILL BE USED AS THE BASIS OF FINAL PAYMENT UNLESS THIS PLAN IS MODIFIED.
- FOR CONVENIENCE, DEPTHS OF INLETS SHOWN IN ABOVE TABLE ARE INCREMENTS OF 6" INCHES. BUT ANY DEPTHS OTHER THAN THESE SHOWN MAY BE USED WHENEVER DEEMED NECESSARY. QUANTITIES FOR OTHER DEPTHS, FALLING WITHIN THE LIMITS OF THE TABLE, MAY BE FOUND BY INTERPOLATION.
- FIELD CUT AND BEND BARS AS NECESSARY TO ACCOMMODATE STORM SEWER. NO DEDUCTIONS ARE TO BE MADE IN STEEL QUANTITIES.



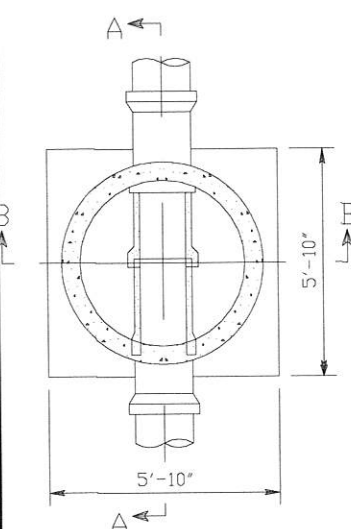
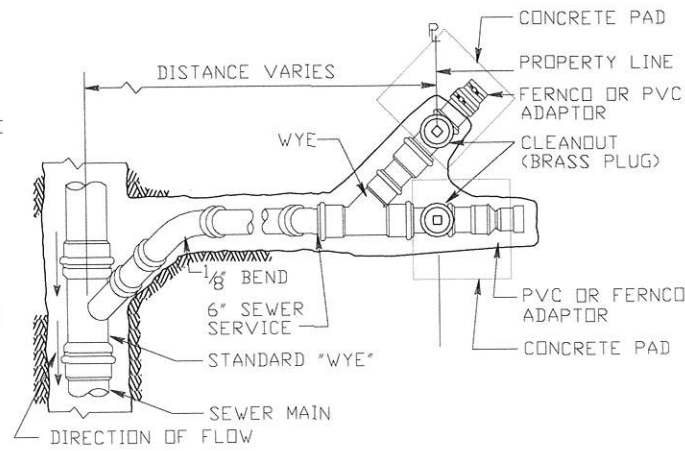
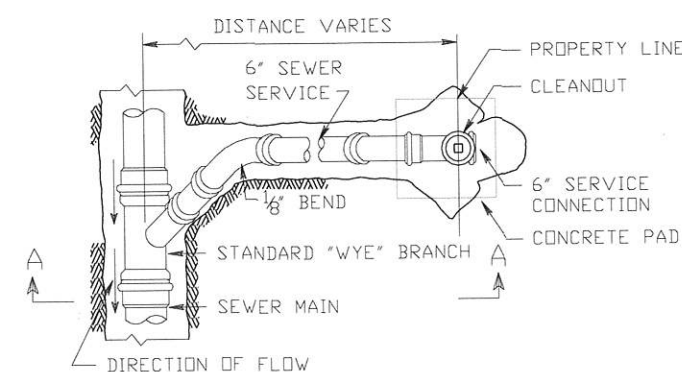
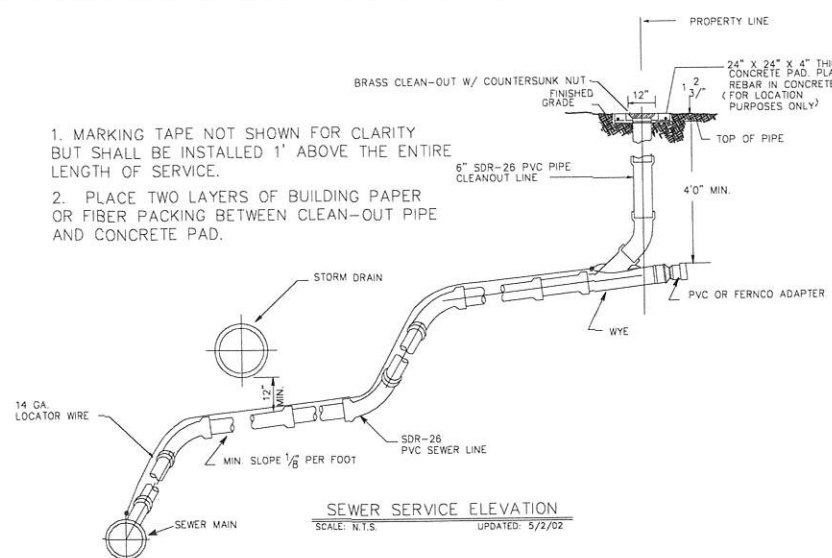
SEWER MANHOLE NOTES:

1. REFER TO OTHER DETAILS FOR DROP SEWER MANHOLES, MANHOLE CASTINGS, MANHOLE ADJUSTING RINGS, AND ROAD REPAIR DETAILS.
2. BEDDING MATERIAL, BACKFILL MATERIAL, AND EXISTING GRANULAR MATERIAL SHALL BE COMPACTED TO 95% PROCTER PER ASTM D1557.
3. BEDDING MATERIAL SHALL BE 6" THICK, BUT SHALL BE DEEPER IF DIRECTED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
4. EPOXY COATING SHALL BE EITHER COAL TAR EPOXY OR 100% SOLIDS EPOXY IN ACCORDANCE WITH SECTION 907-604-1 OF THE SPECIFICATIONS.
5. IN PAVED AND NON-PAVED AREAS, MANHOLES SHALL BE FLUSH WITH THE FINISHED GRADE UNLESS INDICATED OR DIRECTED OTHERWISE THAT THE TOP OF MANHOLE SHALL BE ABOVE FINISHED GRADE.

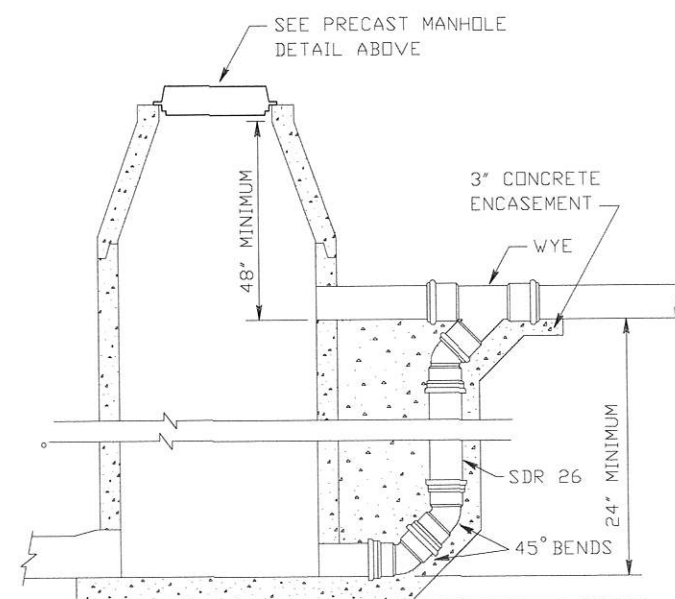
PRECAST SANITARY SEWER MANHOLE DETAILS

SCALE: N.T.S.

UPDATED: 10/17/11

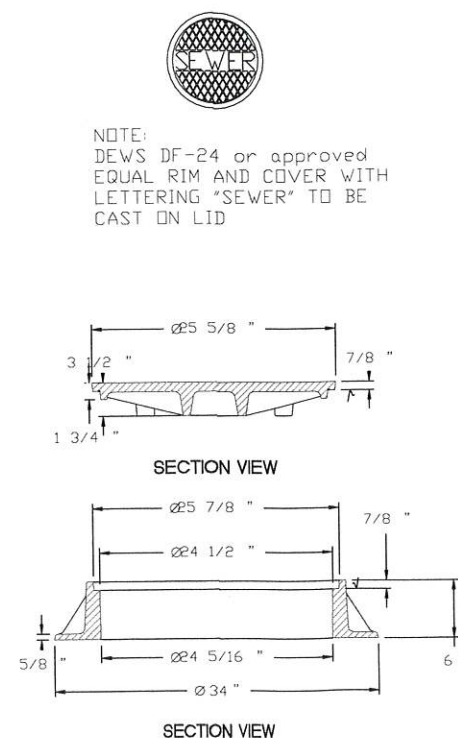


PARTIAL PLAN



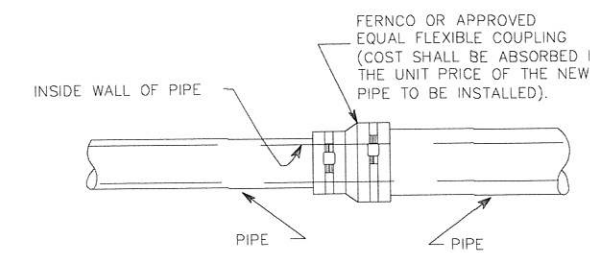
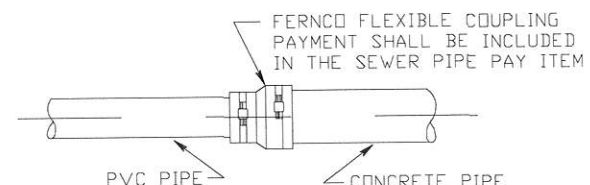
NOTE: GROUT AND REBAR SPECS SAME AS PRECAST MANHOLE SHOWN.

DROP SEWER MANHOLE



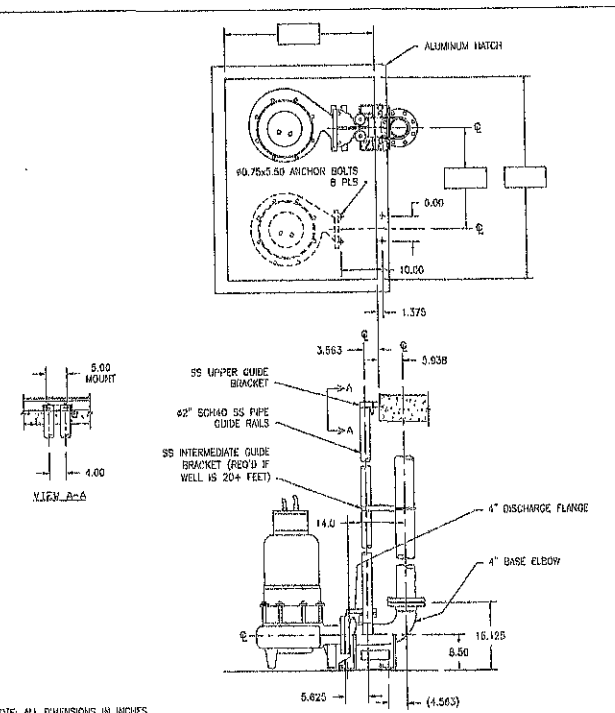
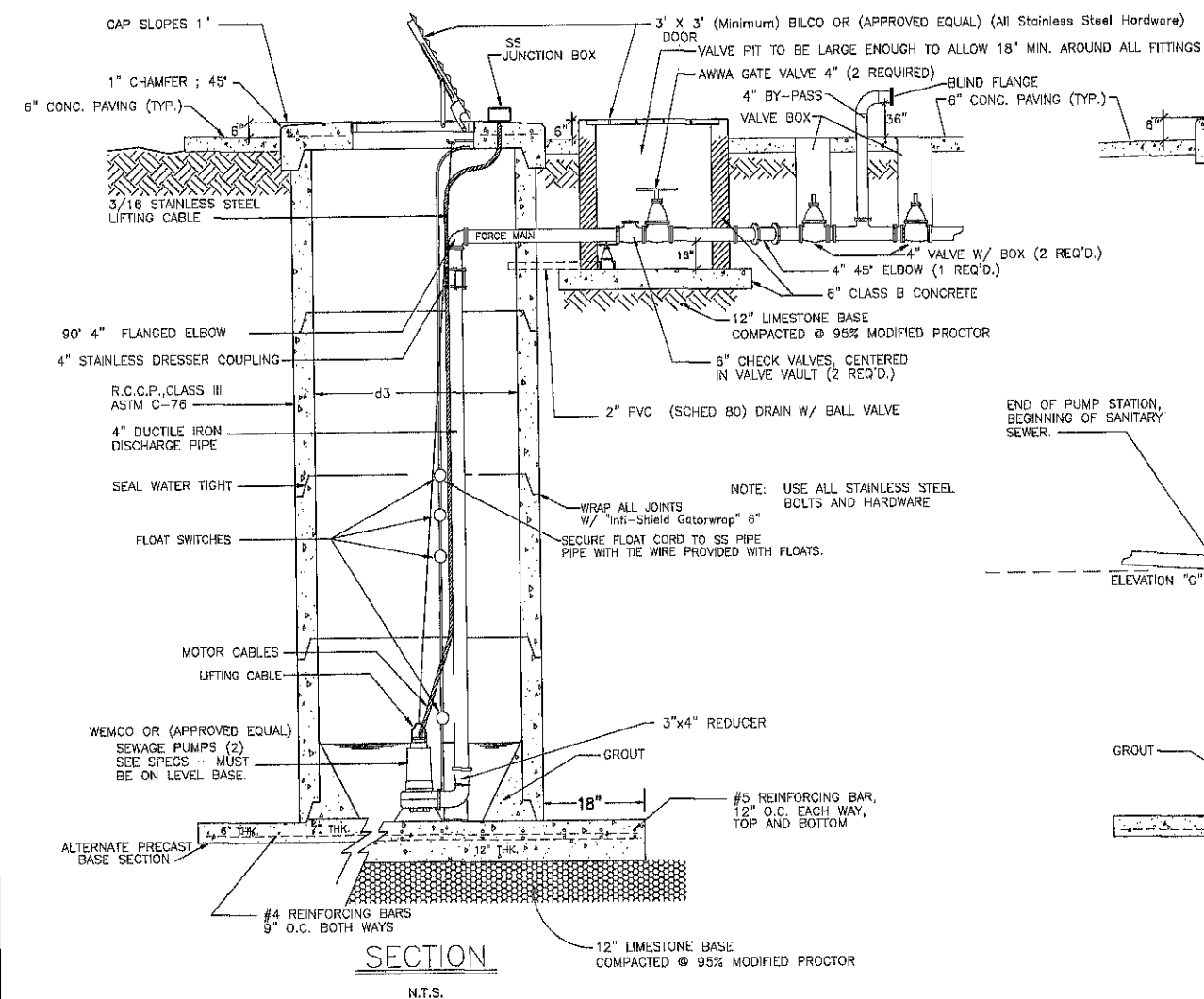
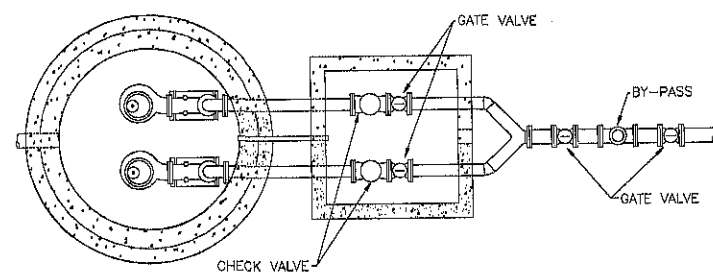
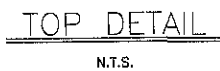
NOTES:

1. SANITARY SEWER PIPE SHALL BE PVC OR DUCTILE IRON (D.I.) IN ACCORDANCE WITH THE SPECIFICATION.
2. LOCATION FOR INSTALLATION OF PVC OR D.I. PIPE SHALL BE AS SHOWN ON THE DRAWINGS OR AS DIRECTED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
3. SANITARY SEWER PIPE SHALL BE BURIED IN ACCORDANCE WITH THE PIPE MANUFACTURER'S WRITTEN MINIMUM COVER REQUIREMENTS. BUT COVER SHALL BE A MINIMUM OF 30" FOR GRAVITY PIPE. REFER TO OTHER DETAILS FOR MANHOLES & SERVICES.
4. FOR FORCE MAINS REFER TO OTHER DETAILS FOR THRUST BLOCKS, VALVES, SERVICES, & AIR RELEASE VALVES.
5. PIPE BEDDING SHALL BE 'BORROW EXCAVATION' IN ACCORDANCE WITH SECTION 203 OF THE SPECIFICATION OR 'SIZE II STABILIZER AGGREGATE' IN ACCORDANCE WITH SECTION 204 OF THE SPECIFICATION. TYPE AND LOCATION OF BEDDING SHALL BE DETERMINED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
6. BACKFILL MATERIAL SHALL BE PLACED ON BOTH SIDES OF PIPE SIMULTANEOUSLY DURING BACKFILLING OPERATIONS TO PREVENT SHIFTING OR DAMAGE TO PIPE.
7. IF EXISTING MATERIAL IS UNSUITABLE FOR BACKFILL, BORROW MATERIAL SHALL BE USED. APPROVED PLACEMENT OF BORROW SHALL BE PAID AT THE CONTRACT UNIT PRICE BID.
8. 'MAXIMUM EXCAVATED TRENCH WIDTH' REFERS TO THE MAXIMUM WIDTH THAT WILL BE USED FOR COMPUTATION OF APPLICABLE PAY ITEMS FOR BEDDING, BORROW FOR BACKFILL, LIMESTONE, OR PAVING. THE CONTRACTOR MAY EXCAVATE A WIDER TRENCH AT HIS OWN EXPENSE AS LONG AS THE TRENCH REMAINS WITHIN THE LIMITS OF CITY R.O.W., PROPERTY OR EASEMENT AND THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE APPROVES THE DIMENSIONS OF THE WIDER TRENCH.

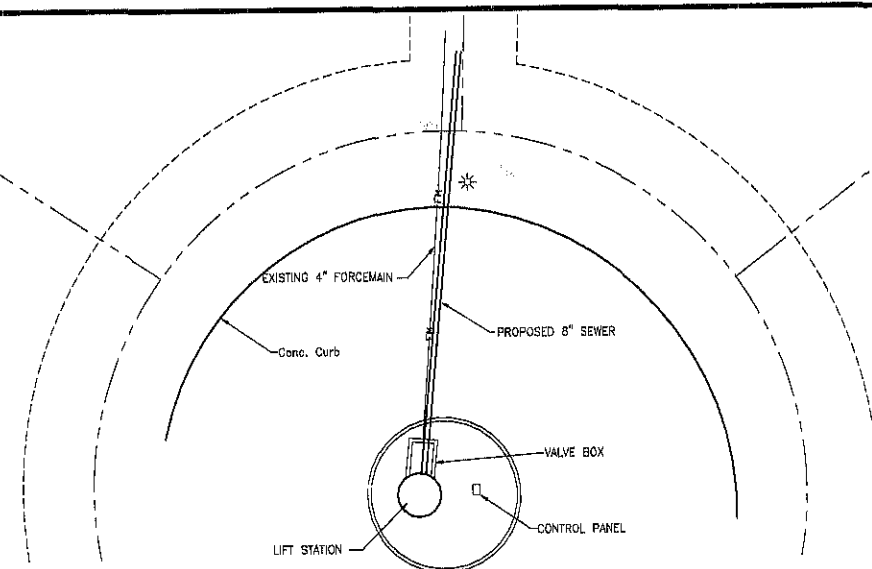


NOTE:

1. THIS DETAIL SHALL ONLY BE USED AS SHOWN ON THE PLANS OR AS APPROVED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.



NOTE: ALL DIMENSIONS IN INCHES		D.6232 - 2		1.563	
		DRAWING NOT RELEASED UNTIL APPROVED & DATED		J H Wright and Associates, Inc. Tomball, AL 36688-7557 Columbus, AL 36803-280-F	
		APPROVAL SIGNATURE		TITLE 4" DUPLEX RAIL SYSTEM WARRANT	
A. ADDED AND REMOVED DIMENSIONS		APPROVAL DATE		DATE	
REV. NO. DESCRIPTION		DATE		DATE	
REV. NO. DESCRIPTION		DATE		DATE	
				JH1106-21-2	



SEWAGE LIFT STATION
TOP ELEV= 21.84
INVT 8" PVC TO SOUTH=9.12
BOTTOM ELEV= 4.98
INVT 6" PVC TO NE= 16.12
INVT 6" PVC TO NW= 16.21
4" PVC DRAIN FROM NORTH INVT= 16.89

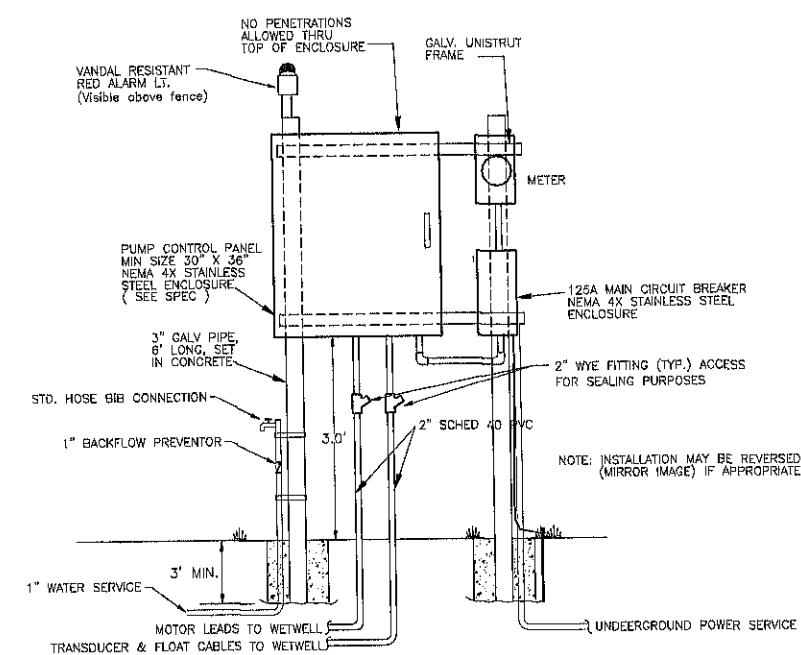
PUMPS AND CONTROLS TO BE UPGRADED
 DUPLEX RAIL SYSTEM TO BE ADDED
 ALL OTHER EXISTING COMPONENTS TO REMAIN IN PLACE

SITE PLAN SCALE: 1"=2'

LIFT STATION DATA														MINIMUM DIMENSIONS														
PMP STA	CAPY G.P.M.	HEAD COND. (FT)				NO. REG'D	** MODEL	TYPE	MIN. H.P.	MAX. R.P.M.	SIZE DISCH.	SIZE SUCT.	FLOAT CONT. CABLE LENGTH	FORCE MAIN		ELEVATIONS										DISTANCES		
		STATIC	FRICT.	T.D.H.										LENGTH	SIZE	MAT'L	A	B	C	D	E	F	G	g1	g2	g3		
	150	18.98	21.24	37.16	2	3S2	WEMCO	S	1735	3"	3"	*	11,097	4"	CS90	3.65	5.05	9.12	10.12	11.12	21.84	9.12	8.0	8.0	5.0			

*CONTRACTOR VERIFY EXACT CABLE LENGTH REQUIRED--
COULD VARY DEPENDING ON HOW CONTRACTOR INSTALLS UNDERGROUND CONDUIT

** OR APPROVED EQUAL

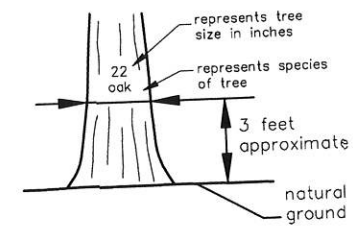


CONTROL PANEL INSTALLATION
N.T.S.



TREE NOTE:

NOTE: TREE DIMENSIONS ARE MEASURED FROM FACE OF TRUNK AT 3 FEET ABOVE EXISTING GROUND LEVEL. MEASUREMENTS ARE SHOWN IN INCHES AND ARE MORE OR LESS.



✕ Tree to be Removed

Trees Removed

Live Oak -	8
Oak -	4
Magnolia -	13
Red Maple -	1

Total Trees Removed - 26

Note:

Trees to remain near construction areas shall have protective fencing placed at least 1' outside the tree dripline.

No excessive fill or excavation to take place within the barricaded area.

REVISED 01/12/12	SHEET TITLE Tree Permit
DRAWN JH	
CHECKED JH	
DATE 01/12/12	PROJECT NAME Oak Landing
	CITY OF GULFPORT, MISSISSIPPI
	13061 HWY. 67, SUITE C Biloxi, Mississippi 39532 Office (228) 392-1638 Fax (228) 392-1679
	Dennis Stieffel and Associates, Inc. Consulting Engineers
	DS&A
	SHEET X
	PROJECT NO. 657

STATE OF MISSISSIPPI

COUNTY OF HARRISON

FIRST JUDICIAL DISTRICT

PROTECTIVE COVENANTS
FOR OAK LANDING SUBDIVISION, PHASE 2

WHEREAS, OAK LANDING, LLC, is the owner of certain land and property lying and being situated in Harrison County, Mississippi, being OAK LANDING, PHASE TWO, a subdivision according to a map or plat of which is on file and of record in the office of the Chancery Clerk of Harrison County, First Judicial District, Mississippi in Plat Book_____ at Page_____ thereof.

WHEREAS, said owner, hereinafter referred to and called the "Declarant", desires to impose certain Restrictive and Protective Covenants upon Lots Fifty-Six through Ninety-Six (56-96) each inclusive, of said subdivision for the protection and benefit of those purchasing lots therein.

WHEREAS, Declarant acknowledges that OAK LANDING SUBDIVISION, PHASE TWO, is located within the County of Harrison, and that all county ordinances, zoning and otherwise, shall prevail if not mentioned herein or if an ordinance is more restrictive than these covenants.

NOW THEREFORE, in consideration of the advantages to accrue through such restrictive and protective covenants and for other good and valuable consideration, the Declarant does hereby covenant and agree with all future owners of lots in the aforesaid subdivision that the following restrictive and protective covenants shall apply to all the lots in said subdivision, and to all improvements thereon, and does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, limitations, and obligations shall run with the land and shall be a burden and benefit to Declarant, his successors and assigns, and to any persons acquiring title to or owning an interest in the said real property and improvements, their successors, executors, heirs,

performance of these rights. Each owner shall indemnify and hold the Homeowners Association and its officers, trustees, agents and employees harmless from and against any and all claims arising out of any action undertaken by them pursuant to this section.

3. **ANIMALS** - No animals, livestock, poultry or other fowl of any kind may be raised, bred, or kept on any lot, except that dogs and cats or other household pets may be kept provided there shall not be more than three (3) such pets at any one dwelling. Pets shall be kept fenced on the owner's property and shall not be allowed to run at large, threaten or molest any domestic servants, postmen, maintenance personnel, pedestrians or the general public. Pedestrians within the OAK LANDING SUBDIVISION, PHASE TWO, who are accompanied by dogs must have the dogs under the pedestrian's direct control by use of a leash not to exceed 10 feet in length. All animal waste shall be promptly cleaned up by the pedestrian.

4. **GARBAGE AND REFUGE DISPOSAL** - No lot shall be used or maintained as dumping ground for rubbish or trash. Garbage or other waste shall be kept in sanitary receptacles. Receptacles shall be required curbside and no empty receptacles shall be left outside overnight or for the entire day. No wrecked or junked vehicles of any kind may be stored or remain on the property or any adjoining street; nor shall any mechanical work be performed on any vehicle in any outside area except for emergency road service.

5. **OUTBUILDINGS** - Any lot owner interested in building an outbuilding must submit an overall site plan showing the location of the outbuilding in harmony with the house and lot line setbacks. Outbuildings can only be constructed after the home is constructed. Outbuildings are not to be used for business, workshop, or any type of living facilities. They are primarily allowed for storage of recreation vehicles, boats, lawn equipment, cars, etc. All outbuildings must be designed of the same materials as the house, and be built of the same quality of the house, as to harmonize with the overall look.

6. **TEMPORARY STRUCTURES**- No temporary structures of any kind shall be erected or placed upon any Lot without the prior written consent of the Architectural Review Committee. Also, all children's toys, playhouses, swing sets, etc., should be kept in the rear yard of the home.

broom finished concrete for a consistent street scene. Driveways shall be a minimum of 4" reinforced concrete, and shall be a fully paved width of not less than 12' flaring to 18' minimum wide at the street curb. Also, all homes should have a walkway that connects the front entrance to the sidewalk and/or the driveway. No tar, asphalt or gravel will be accepted for the use of any driveways or walkways. No driveway shall be located in such a location as to interfere with any utilities or drainage easements.

11. **LANDSCAPING AND RETAINING WALLS** - All lots must have front landscaping completed and lawn planted within two months of completion of house. All landscaping must be designed and installed in a professional manner. Retaining walls may be installed to achieve even grades for pools, driveways or house foundations. Such retaining walls must be constructed of such materials and height, and in a manner and location approved by the Architectural Review Committee. Walls should be made of decorative block, stone, brick, etc. Neither railroad ties nor landscape timbers shall be used, nor will either be approved.

12. **TREE REMOVAL** - No mature trees which are left on the Lot at closing shall be removed without the express written consent of the Association, except for (a) diseased or dead trees; and (b) trees needing to be removed to promote the growth of other trees, or (c) those interfering with the construction. No stumps may be left above ground level on any Lot. Notwithstanding the above, any tree removal must first be approved by the Architectural Review Committee.

13. **EXCAVATION** - No excavation shall be made except in connection with improvements approved as herein provided. For purposes of this Section, excavation shall mean any disturbance of the surface of the land (except to the extent reasonably necessary for approved landscape planting), which results in the removal of earth, rock, or other substance to a depth of more than 18 inches below the natural surface of the land.

14. **PARTITION OR COMBINATION OF RESIDENTIAL LOTS** - No part of a residential lot may be partitioned or separated from any other part thereof except as provided herein. Whether partitioned, combined, or unchanged, each residential lot shall be conveyed, transferred, gifted, devised, bequeathed, encumbered, or otherwise disposed of, as the case may be, with all appurtenant rights, obligations and interests created by law or by this Declaration, including the owner's membership in the Homeowners Association and liability for all Assessments as established for such residential lot

18. CONSTRUCTION STANDARDS - All builders in the Subdivision must be licensed as such with the State of Mississippi. Any builder constructing improvements on any Lot may conduct such construction operations, activities and do all things reasonably necessary as required to expeditiously commence, continue and diligently complete construction of any such improvements. All construction activities, storage of materials and equipment, and construction-related parking shall be confined entirely on such lot. Each owner is responsible for all costs of cleaning up any debris or waste improperly disposed of anywhere on the property. Each owner and such owner's contractors must maintain an attractive, clean, nuisance-free environment during the period of construction. Each owner of a lot on which improvements are being constructed shall keep all streets reasonably cleared of mud and dirt left by construction vehicles for each lot. No vehicles, heavy equipment (i.e. concrete trucks), or any disposal of any construction material will be allowed under the canopy of any protected tree. It is advisable that orange construction fencing be placed around the tree as wide as the canopy in order to insure the survival of the tree. Once commenced, all construction on a Lot shall be continued with due diligence and good faith until completion.

19. REPAIRS REPLACEMENTS AND MODIFICATIONS - The provisions of the Article shall apply to any and all repairs, replacements or modifications of any improvements placed upon any lot and shall not be deemed or construed as being limited to initial or new construction.

20. UTILITIES- Each residence situated on a lot shall be connected to the available utilities. No privy, cesspool or septic tank shall be placed or maintained upon or in any lot. However, portable toilets will be allowed during building construction. Except as to street lighting (if any) installed by Declarant, all utility service facilities (including, but not limited to water, sewer, gas, electricity and telephone) shall be buried underground (except meters, transformers, risers, service pedestals and other surface installations necessary to maintain or operate appropriate underground facilities). It is recommended that all utility meters, a/c compressors, phone line service, etc. be constructed on the rear of the house. However, if any of this equipment must be on the side of the house, where it is visible from the street, then it must be shielded from view with masonry that matches the house, privacy fencing or landscape shrubbery.

20 a. NATURAL GAS. The use of natural gas in OAK LANDING SUBDIVISION. PHASE TWO

Architectural Review Committee before installation. All METAL ROOFS will be SUBJECT TO REVIEW AND APPROVAL by the Architectural Review Committee. Metal accents will be allowed over bay windows, eyebrow dormers, etc. and should be copper, copper-like, bronze, or bronze-like finish only. (No colored or bright silver finishes allowed)

25. CHIMNEYS AND STACK VENTS - All metal flume chimneys must be permanently and completely enclosed with brick, stone, hardy board, or stucco. All stack vents and attic ventilators shall be located on the rear slope of the roof and should be painted out to minimize their impact. All flashing used in construction of structures must be copper or a similar bronze-colored non-rusting metal. No bright silver flashing will be allowed.

26. ENTRY DOOR - Size of the entry door and opening should be grand and in proportion to your new home. Door material shall be limited to either wood or cast iron. The architectural committee recommends sidelights, top lights, fanlights and/or transoms. Consider beveled glass in the door itself, paneled doors, arched openings or a combination of all of the above. No steel or fiberglass doors will be allowed for the front/main entrance. Steel Doors will not be allowed at any secondary entry.

27. COLUMNS - All columns shall be wood, cast limestone, stucco, or fiberglass. No metal columns will be allowed.

28. SKYLIGHTS AND SOLAR COLLECTORS - Skylights and solar collectors will be acceptable on the rear elevation of the home only. Plexi-glass bubbles will not be allowed.

29. SHUTTERS - Shutters can be either functional or decorative and must be made of wood only. If shutters are operational, decorative hardware should be used.

30. EXTERIOR SURFACES - All exterior surfaces which are painted or stained must be painted or stained in a compatible color approved by the Architectural Review Committee. All painted or stained surfaces must be maintained so as to present an attractive appearance.

31. FENCES AND WALLS - In order to preserve the overall beautification of OAK LANDING

mounted on the front of the house shall be permissible as an alternative.

33. EXTERIOR LIGHTING - Exposed security flood lighting, of nominal intensity, is prohibited on the street facades of all structures. Homeowners should use recessed fixture lighting in these locations. Any exterior lighting shall not infringe upon adjacent neighbors. Landscape lighting is permitted however all landscape lighting must be kept to a reasonable luminosity and fixture density so as not to "over-illuminate" the entire yard.

34. TENNIS/SPORTS COURTS - Tennis/Sport courts shall not be permitted upon any lot without the prior written approval of the Architectural Review Committee.

35. GAZEBOS, ARBORS, TRELLISES - These structures are allowed. However, they must be built of quality materials and must be of a design that is harmonious with the home. These structures should only be built in the rear of the home.

36. MAILBOXES - The Architectural Review Committee will design all mailboxes to look alike featuring a consistent color and style. Homeowners will be responsible for the cost of the mailbox.

37. SWIMMING POOLS - Swimming pools and their accessory structures shall be installed in accordance with the ordinances and regulations of Harrison County and the City of Gulfport. No above ground swimming pools shall be permitted. Furthermore, any accessory structures in connection with the pool must be designed to harmonize with the main dwelling structure. All swimming pool accessories, mechanical equipment, pumps, and filters shall be kept screened by adequate planting or fencing so as to conceal them from the view of streets and neighbors. All pools shall be protected with a fence that conforms to OAK LANDING Restrictive Covenants, as well as all applicable Harrison County and/or City of Gulfport building codes.

38. BASKETBALL GOALS - No basketball goal may be erected, or temporarily placed in the front of any home. Basketball goals shall be placed in the rear yard and shall not be a nuisance to any adjacent homeowner.

39. CLOTHES LINES - No outside clothes line shall be permitted on any lot.

machinery is required to be stored in an enclosed garage or outbuilding.

44. DRAINAGE AND EASEMENTS - Easements are reserved for the installation and maintenance of drainage and utilities as shown by the recorded plat and by the easement agreement recorded in the public records. Drainage flows shall not be obstructed or diverted from drainage swells, storm sewers and/or utility easements as designated herein, or as may hereafter appear on any plat or recorded easement. Notwithstanding the above, the owner of any residence shall have the right of drainage over, across and upon the easement area for water draining from the roof of any dwelling or structure upon the adjoining property. Except for roof drainage as herein provided, the owner of any lot shall not have the right to concentrate drainage from his property in, under, through or across the easement area. In addition, no property owner shall amend the finished yard grade in any drainage easement. This includes, but is not limited to, any gardening, landscaping, building, or other.

45. PARKING - All single-family dwellings shall provide for off street parking for all motor vehicles normally used or parked by occupants of such dwellings.

46. INTERIOR RESTRICTIONS: a. The use of Formica, or any similar countertop laminate product, shall be strictly prohibited. B. The use of Fiberglass Tub Units or Fiberglass Tub / Shower Combination units will be strictly prohibited. "Drop-In" Tubs are allowed. Tubs and Showers shall be of the "Built-In" type and should be constructed using either Ceramic Tile, Stone, Marble, Granite, or any other similar quality material.

47. CERTAIN DECLARANT USES - Notwithstanding anything herein to the contrary, Declarant may conduct Declarant's sales and marketing program for the Property from any permanent or temporary sales buildings or trailers and Declarant may conduct improvement work and activities on portions of the Property owned by Declarant or the Association and do all things reasonably necessary or convenient as required to expeditiously commence, continue and complete such improvement work including, but not limited to, the provision of temporary buildings (including, without limitation, trailers), temporary storage of construction materials and equipment and the installation of temporary signage of such types, in such sizes and at such locations on portions of the Property owned by Declarant or the Association as Declarant deems appropriate.

a. ASSESSMENT - The Homeowners Association shall have the authority to assess annually each property owner for a pro-rata share, based on 95 lots, of common area maintenance, landscaping, entry lighting, common area ad valorem taxes, and any other associated cost bourn by the Homeowners Association. Said Assessments shall commence when 20% of the total overall number of homes in OAK LANDING Subdivision have been sold.

b. FAILURE OF OWNER TO PERFORM - In the event the property owner fails to perform exterior maintenance as set for in this Declaration, the Homeowners' Association, after approval by two thirds (2 / 3) vote of the members of the association, shall have the right, through its agents and employees, to enter upon said lot and to repair, maintain, and restore the lot and any improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is otherwise subject.

50. HOMEOWNERS - ASSOCIATION OPERATIONS - The Homeowners Association has been or will be formed as a nonprofit corporation. The Homeowners Association shall have the duties, powers and rights set forth in this Declaration and in the Articles of Incorporation and/or Code Regulations.

a. MEMBERSHIP IN THE HOMEOWNERS ASSOCIATION - Each owner of a residential lot within the OAK LANDING SUBDIVISION, PHASE TWO shall be a Member of the Homeowners Association. There shall be one membership in the Homeowners Association for each residential lot within the OAK LANDING SUBDIVISION, PHASE TWO. The person or persons who constitute the owner of a residential lot shall automatically be the holder or holders of the membership in the Homeowners Association appurtenant to the residential lot, and such membership shall automatically pass with fee simple title to the residential lot. No owner, whether one or more persons shall have more than one membership per Site owned, and in the event the owner of a Site is more than one person, votes and rights of use and enjoyment shall be as provided hereinafter and in the Code of Regulations. The membership rights of a Site owned by a corporation, partnership or other legal entity shall be exercised by the individual designated from time to time by the owner in a written instrument provided to the Secretary of the Homeowners Association subject to the provisions of this Declaration and the Code of Regulations. Declarant shall hold a separate membership in the Homeowners

51. DUTIES AND POWERS OF THE HOMEOWNERS ASSOCIATION - The Homeowners Association has been formed to further the common interests of the owners. The Homeowners Association, acting through the Board or through persons to whom the Board has delegated such powers, shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interests of the owners, to maintain, improve and enhance the Homeowners Association properties and to improve and enhance the attractiveness, desirability and safety of the OAK LANDING SUBDIVISION.

a. The Declarant may hereafter convey certain areas of land to the Homeowners Association as Common Area intended for common use or enjoyment by the owners in the OAK LANDING SUBDIVISION but not as a residential lot. The areas so designated by Declarant are dedicated hereby to the common use and enjoyment of the owners, and their families, tenants, employees, guests and invitees, and not to the use of the general public. The Declarant may hereafter convey other real or personal property, or interests therein to the Homeowners Association for the use and enjoyment of all or certain of the owners for the purposes as may be permitted by this Declaration. The Homeowners Association shall accept title to any interest to any real or personal property transferred to it by Declarant. After any such transfer, the Homeowners Association shall have the sole responsibility to perform any and all duties associated therewith, provided that such property and duties are not inconsistent with the provisions contained in this Declaration. Property interests transferred to the Homeowners Association by Declarant may include fee simple title, easements, and leasehold interests and license to use. Any property or interest in the property transferred to the Homeowners Association by Declarant shall be appurtenant to or associated with property located within the boundaries of the area comprised of the Properties and any expansion of OAK LANDING SUBDIVISION. Any fee simple interest in property transferred to the Homeowners Association by Declarant shall, except to the extent otherwise specifically approved by resolution of the Board of Trustees, be transferred to the Homeowners Association by good and sufficient deed of transfer and shall be subject to the terms of this Declaration and any and all easements, rights-of-way, reservations, covenants, conditions, restrictions, equitable servitudes and other encumbrances granted or reserved by Declarant. The property or interest in property transferred to the Homeowners Association by Declarant may impose special restrictions governing the uses of such property and special obligations on the Homeowners Association with respect to the maintenance of such property.

modify, revoke, rescind or amend this Declaration in writing and shall place such modification, revocation, recession or amendment of record.

53. ENFORCEMENT - Enforcement of these covenants shall be by proceeding at law or equity against any person or persons violating or attempting to violate any covenant contained herein. It is expressly set forth that Declarant shall not be required to enforce these covenants or restrictions for the benefit of future owners or mortgagees.

54. SEVERABILITY - Invalidity of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this instrument on this ____ day of _____, 2021.

OAK LANDING, LLC
A Mississippi Limited Liability Company

BY: DERRY LANE, INC., its Member

BY: _____
Richard D. Baudry, President



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Oak Landing, LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1000666
Status:	Good Standing
Effective Date:	04/23/2012
State of Incorporation:	Mississippi
Principal Office Address:	1460 Beach Blvd. Biloxi, MS 39530

Registered Agent

Name
Richard D. Baudry 1460 Beach Blvd. Biloxi, MS 39530

Officers & Directors

Name	Title
Richard D Baudry 1460 Beach Blvd. Biloxi, MS 39530	Manager



1st Judicial District
Instrument 2012 2680 D - J1
Filed/Recorded 5/ 9/2012 02:46 P
Total Fees \$ 13.00
4 Pages Recorded

SCANNED

PREPARED BY AND RETURN TO
JERRY D. RILEY/RILEY LAW FIRM
P O BOX 550 GULFPORT MS 39502
228-864-4511/Bar# 5359

GRANTOR: Tommy Wood
C/O 409
Biloxi, MS 39533
228-435-7733
GRANTEE: Oak Landing, LLC
10600 Derry Lane
Ocean springs, MS 39564
228-218-0040

INDEL: SW 1/4 of 5-7-10
NW 1/4 of 8-7-10

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned **TOMMY WOOD** does hereby sell, convey and warrant unto **OAK LANDING, LLC**, a Mississippi Limited Liability the following described land and property located and being situated in the County of Harrison, First Judicial District, State of Mississippi and being more particularly described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

THE ABOVE described property constitutes no part of Grantor's homestead.

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

IT IS AGREED and understood that the taxes for the current year have been pro-rated as of this date on an estimated basis. When said taxes are actually determined, if the proration as of this date is incorrect, then the Grantor agrees to pay to the

Grantee, or its assigns, any deficit on an actual proration, and likewise, the Grantee agrees to pay to the Grantor, or its assigns, any amount overpaid by it.

EXECUTED, this the 9th day of MAY, 2012.

Tommy Wood
Tommy Wood

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 9th day of MAY, 2012, within my jurisdiction, the within named Tommy Wood, who acknowledged that he executed and delivered the above and foregoing instrument.

Cynthia M. Oliver
Notary Public

My Commission Expires:

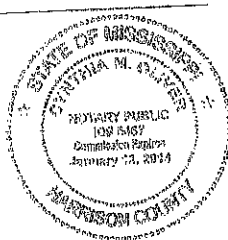


EXHIBIT A

A parcel of land located in the Southwest $\frac{1}{4}$ of Section 5 and the Northwest $\frac{1}{4}$ of Section 8, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows:

Beginning at a 1" hex rod found at the Northwest corner of Ashton Oaks Subdivision as recorded in Plat Book 39 at Page 24, said rod also being located on the East right-of-way of Ollie Road; thence N 00 degrees 15 minutes 16 seconds E 1246.40 feet along said East right-of-way of Ollie Road to an iron rod found at the Southwest corner of Lot 1, Retreat Village, Unit 2; thence N 88 degrees 51 minutes 58 seconds E 1000.40 feet along the South line of said Retreat Village, Unit 2, to the West High Bank of Half Moon Lake; thence continue N 88 degrees 51 minutes 58 seconds E 303.32 feet to a point; thence South 34.00 feet to a point on the East High Bank of Half Moon Lake; thence 1615 feet along the meandering of said East High Bank of Half Moon Lake having a chord bearing and distance of S 15 degrees 54 minutes 55 seconds E 1001.00 feet to a point; thence East 366.58 feet to a point on the north line of Lot 24, Ashton Oaks Subdivision; thence S 61 degrees 25 minutes 29 seconds W 509.89 feet to an iron rod found; thence S 83 degrees 14 minutes 49 seconds W 804.98 feet continuing along said Lot 24, Ashton Oaks Subdivision to an iron rod found; thence S 06 degrees 15 minutes 30 seconds W 17.05 feet to an iron rod set; thence North 86 degrees 49 minutes 53 seconds W 703.71 feet further along the north line of Ashton Oaks Subdivision to an iron rod found; thence N 84 degrees 55 minutes 19 seconds W 197.76 feet to the point of beginning. Said parcel of land contains 43.00 acres, more or less.

Jimmy Wood

STATE OF MISSISSIPPI

MISSISSIPPI STATE DEPARTMENT OF HEALTH
VITAL RECORDS



10016418

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

CERTIFICATE OF DEATH										STATE FILE NUMBER 123-83-17456	
STATE OF MISSISSIPPI											
FILING DATE NOV 1 1983		1. NAME William Barger Cross Jr.		2. SEX M		3. HOUR OF DEATH 3:45a		4. DATE OF DEATH (Month, Day, Year) Sept 24, 1983			
5. RACE (Specify White, Black, American Indian, etc.) White		6. AGE 64 Years		7. DATE OF BIRTH (Month, Day, Year) August 20, 1919		8. COUNTY OF BIRTH Harrison					
9. CITY OR TOWN OF DEATH Biloxi		10. HOSPITAL OR OTHER INSTITUTION—NAME AND NUMBER (If not in other, give street address, route number, or other location) Gulf Coast Community Hospital-24c		11. SURVIVING SPOUSE (If wife, give maiden name) Thelma Johnstone		12. IF IN HOME OR INST. SPECIFY IMPT., OUTPT., EMER. RM., OR DCA EMER. RM.		13. WAS DECEASED EVER IN U.S. ARMED FORCES? (Yes or No) YES			
14. STATE OF BIRTH Alabama		15. CITIZEN OF WHAT COUNTRY USA		16. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) married		17. USUAL OCCUPATION (Kind of work and most of working time) electronics technician		18. STREET AND NUMBER OR RURAL LOCATION (Specify Yes or No) 0111a Road			
19. RESIDENCE-STATE Mississippi		20. COUNTY Harrison		21. CITY OR TOWN Gulfport		22. USUAL OCCUPATION (Kind of work and most of working time) civil service		23. STREET AND NUMBER OR RURAL LOCATION (Specify Yes or No) 0111a Road			
24. FATHER—NAME William Barger Cross		25. MOTHER—NAME Catherine Lewis		26. MAILING ADDRESS (Street and number or route and box number, City or town, State, ZIP code) P.O. Box 6114, Gulfport, MS 39501		27. EMPLOYER—NAME AND NUMBER Rienann Funeral Home 24 R		28. LOCATION (City and State) Gulfport, MS			
29. REMOVAL (Specify) burial		30. CEMETERY, CREMATORY—NAME Floral Hills Memo.Gardens, Gulfport, MS		31. MAILING ADDRESS (Street and number or route and box number, City or town, State, ZIP code) P.O. Drawer 1750, Gulfport, MS 39501		32. PRONOUNCED DEAD (Month, Day, Year) on 9-24-83		33. PRONOUNCED DEAD (Hour) AT 3:45a			
34. PERSON WHO PRONOUNCED DEATH—NAME AND TITLE (Type or print) Richard T. Burr, M.D.		35. MAILING ADDRESS (Street and number or route and box number, City or town, State, ZIP code) 1800 Government St., Ocean Springs, Me. 39564		36. DATE SIGNED (Month, Day, Year) 11-10-83		37. STATE LICENSE NUMBER 3464		38. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or print) Cardiac Arrest			
39. IMMEDIATE CAUSE OF DEATH (List one cause only) Cardiogenic Shock		40. DUE TO, OR AS A CONSEQUENCE OF (List one cause only) Acute Myocardial Infarction		41. DUE TO, OR AS A CONSEQUENCE OF (List one cause only) Acute Myocardial Infarction		42. PART II: OTHER SIGNIFICANT CONDITIONS—Conditions contributing to death but not related to cause given in Part I (No) YES		43. DATE OF INJURY (Month, Day, Year) 11-10-83		44. HOUR OF INJURY 3:45a	
45. ACCIDENT, SUICIDE, HOMICIDE, PENDING INVESTIGATION OR UNDETERMINED (Specify) NO		46. INJURY AT WORK (Yes or No) NO		47. PLACE OF INJURY (Specify Home, Farm, Street, Factory, Office building, etc.) Home		48. LOCATION (Street or route number, City or town, State) 0111a Road, Gulfport, MS		49. DESCRIBE HOW OR BY WHAT MEANS INJURY OCCURRED Cardiac Arrest			

THIS IS TO CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE CERTIFICATE ON FILE IN THIS OFFICE.

AUG 19 2011

Judy Moulder
STATE REGISTRAR



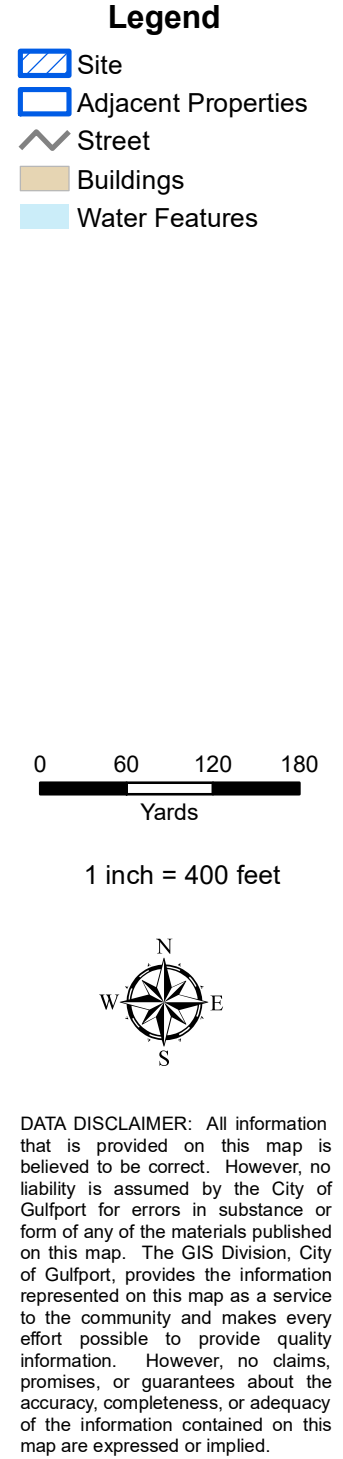
WARNING: A REPRODUCTION OF THIS DOCUMENT REMAINS IT VOID AND INVALID. DO NOT ACCEPT UNLESS EMBOSSED SEAL OF THE MISSISSIPPI STATE BOARD OF HEALTH IS PRESENT. IT IS ILLEGAL TO ALTER OR COUNTERFEIT THIS DOCUMENT.

VERIFY PRESENCE OF WATERMARK HOLD TO LIGHT TO VIEW

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND OR WHITE PAPER. THIS IS WATERMARKED PAPER. DO NOT ACCEPT WITHOUT FEELS. HOLD TO LIGHT TO VERIFY WATERMARK.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		1008G-02-130.000	OAK LANDING, LLC (OWNER)	1460 BEACH BLVD.	BILOXI	MS	39530
			DENNIS STIEFFEL & ASSOCIATES, P.A., INC (AGENT)	13061 SHRINERS BLVD, STE C	BILOXI	MS	39532
			Adjacent Property Owners (2409PC133)				
	55620	1008G-02-131.001	CHILDERS IVA D	2469 PASS ROAD	BILOXI	MS	39531
	142308	1008G-02-130.018	OAK LANDING LLC	P O BOX 268	BILOXI	MS	39533
	55624	1008G-02-132.000	SANBURN LYNN T & BEHLING PENNY L	10418 RIVERROAD DR	GULFPORT	MS	39503
N	55619	1008G-02-131.000	SANBURN LYNN T & BEHLING PENNY L	10418 RIVERROAD DR	GULFPORT	MS	39503
	99901	1008G-02-127.017	CONWAY FRANCIS EDWARD	12107 FISHERMAN'S TRAIL	GULFPORT	MS	39503
	110900	1008J-02-002.033	WAITE CODY & DANIELLE	708 SARAZEN DR	GULFPORT	MS	39507
	110898	1008J-02-002.031	SPEAR KATHRYN DENNIS & CHRISTOPHER	11469 ASHTON LANE E	GULFPORT	MS	39503
	82764	1008G-02-142.000	FORBESS DORRIE & NICOLOSI DONNA	445 E 2ND ST	PASS CHRISTIAN	MS	39571
N	110899	1008J-02-002.032	WAITE CODY & DANIELLE	708 SARAZEN DR	GULFPORT	MS	39507
	137711	1008G-02-130.002	STATE OF MISSISSIPPI	P O BOX 136	JACKSON	MS	39502
N	82763	1008G-02-130.000	OAK LANDING LLC	P O BOX 268	BILOXI	MS	39533
N	99972	1008G-02-130.001	OAK LANDING LLC	P O BOX 268	BILOXI	MS	39533
N	55762	1008J-02-001.000	OAK LANDING LLC	P O BOX 268	BILOXI	MS	39533
N	142286	1008J-02-001.013	OAK LANDING LLC	P O BOX 268	BILOXI	MS	39533
N	142310	1008G-02-130.020	OAK LANDING LLC	P O BOX 268	BILOXI	MS	39533
N	142309	1008G-02-130.019	OAK LANDING LLC	P O BOX 268	BILOXI	MS	39533
N	142307	1008G-02-130.017	OAK LANDING LLC	P O BOX 268	BILOXI	MS	39533
N	142306	1008G-02-130.016	OAK LANDING LLC	P O BOX 268	BILOXI	MS	39533
N	142305	1008G-02-130.015	OAK LANDING LLC	P O BOX 268	BILOXI	MS	39533
N	142304	1008G-02-130.014	OAK LANDING LLC	P O BOX 268	BILOXI	MS	39533
	142303	1008G-02-130.013	PRICHARD AUBREY N & I'LAN M	1320 MILL RD	GULFPORT	MS	39507
	142302	1008G-02-130.012	MCGEHEE TRACEY C & MICHAEL E	2230 BEACH DR, APT 1302	GULFPORT	MS	39507
N	142301	1008G-02-130.011	OAK LANDING LLC	P O BOX 268	BILOXI	MS	39533
N	142300	1008G-02-130.010	OAK LANDING LLC	P O BOX 268	BILOXI	MS	39533
	142299	1008G-02-130.009	RYDINSKY TITO P & KIMBERLY M	12034 PARC MERLOT	GULFPORT	MS	39503
	142298	1008G-02-130.008	BOOMGARDEN MATTHEW KENT & RANAE L	12028 PARC MERLOT	GULFPORT	MS	39503
N	142297	1008G-02-130.007	OAK LANDING LLC	P O BOX 268	BILOXI	MS	39533
	142296	1008G-02-130.006	HANESANA NAKAIO DAYLYNN	12018 PARC MERLOT	GULFPORT	MS	39503
	142294	1008G-02-130.004	JONES MARGARET LEIGH	12008 PARC MERLOT	GULFPORT	MS	39503
N	142293	1008G-02-130.003	OAK LANDING LLC	P O BOX 268	BILOXI	MS	39533
	142291	1008J-02-001.018	SEIGLER RICHARD ANDREW	12017 PARC AUX CHENES	GULFPORT	MS	39503
	142290	1008J-02-001.017	WILLIAMS ORESSIE HENRY & WILLIE A	12023 PARC AUX CHENES	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	142289	1008J-02-001.016	SAMPONG EBENEZER ISRAEL & CLAUDIA M	12027 PARC AUX CHENES	GULFPORT	MS	39503
N	142287	1008J-02-001.014	OAK LANDING LLC	P O BOX 268	BILOXI	MS	39533
N	142285	1008J-02-001.012	OAK LANDING LLC	P O BOX 268	BILOXI	MS	39533
N	142284	1008J-02-001.011	OAK LANDING LLC	P O BOX 268	BILOXI	MS	39533
N	142283	1008J-02-001.010	OAK LANDING LLC	P O BOX 268	BILOXI	MS	39533
N	142282	1008J-02-001.009	OAK LANDING LLC	P O BOX 268	BILOXI	MS	39533
	142295	1008G-02-130.005	ACADIAN HOMES LLC	10600 DERRY LANE	OCEAN SPRINGS	MS	39564
	142288	1008J-02-001.015	BOUTIQUE HOMES LLC	P O BOX 268	BILOXI	MS	39533





The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenot Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	589782	Print Legal Ad-IPL01926840 - IPL0192684		\$87.70	2	45 L

Attention: Matilda Welch

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

LEGAL NOTICE

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, September 26, 2024 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2407PC100, by owner Prasant Patel, seeking approval for convenience store use - Tax Parcel 1008M-01-007.000 - Located at 11268 Lorraine Road (Zoned B-2 (General-Business)) - Ward 6

Planning Commission Approval 2409PC131, by owner Hecto Services Inc, seeking approval for a cabinet and carpenter shop use, Tax Parcel 0810N-03-037.000, 2815 22nd Avenue, Zoned B-2 (General-Business), Ward 3

General Plan 2409PC133, by agent Dennis Stieffel, seeking approval for a 41-lot subdivision (Oak Landing, Phase 2), Tax Parcels 1008G-02-130.000, 1008G-02-130.001, 1008J-02-001.000, Ollie Road, Zoned R-1-10 (Single-family), Ward 6

Planning Commission Approval 2409PC136, by owner Otis T Ellis, seeking approval for a mobile home use, Tax Parcel 0810E-05-009.000, 4223 Michigan Ave, Zoned R-1-5 (Single-Family), Ward 3

Special Exception 2409SE140, by agent Johnathan Tate Jr., seeking approval for a daycare use, Tax Parcel 0810N-04-001.000, 2301 31st Street, Zoned B-2 (General-Business), Ward 3

General Plan 2409PC145, by agent Robert B. Heinrich, seeking approval for a 9 lot subdivision with one outparcel, Tax Parcel 0808H-02-095.000, 12115 Three Rivers Road, Zoned R-1-10 (Single-family), Ward 6

General Plan 2409PC146, by agent Robert B. Heinrich, seeking approval for a 23 lot subdivision with one outparcel, Tax Parcel 0907J-01-001.005, Three Rivers Rd, Zoned R-B (Residence-business), Ward 6

Zoning Text Amendment 2407PC094, by City of Gulfport Administration, to amend Appendix D (Smartcode) at 5.4.11a and 5.4.11b both at building setback to delete the 6-foot maximum side yard setback

Zoning Text Amendment 2409PC129, by City of Gulfport Urban Development, to amend Appendix A to the Code of Ordinances to remove certain duties from the Building Code of Planning Director and assign those duties to the Planning Administrator.

Zoning Map Amendment 2409PC144, by agent Heinrich & Associates LLC, requesting to rezone to R-O (Residence-Office), Tax Parcel 1009L-02-018.000, 9298 Lorraine Rd, Zoned R-1-7.5 (Single-Family), Ward 5

This the 4th day of September 2024

Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0192684
Sep 11 2024

PUBLIC HEARING

STATE OF MISSISSIPPI COUNTY OF HARRISON

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

1 insertion(s) published on:

09/11/24

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

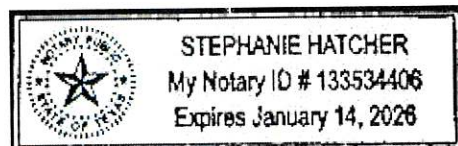
Mary Castro

Sworn to and subscribed before me this 12th day of September in the year of 2024

Stephanie Hatcher

Notary Public

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



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



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

PLANNING COMMISSION CASE # 2024-787

Hearing Date: Thursday, September 26, 2024

Planning Commission Approval 2409PC136; Planning Commission Approval 2409PC136, by owner Otis T Ellis, seeking approval for a mobile home use, Tax Parcel 0810E-05-009.000, 4223 Michigan Ave, Zoned R-1-5 (Single-Family), Ward 3

Technical Report

PLANNING COMMISSION APPROVAL

GENERAL INFORMATION

Case File Number: 2409PC136

Hearing Date: September 26, 2024

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

Legal: Planning Commission Approval 2409PC136, by owner Otis T Ellis, seeking approval for a mobile home use, Tax Parcel 0810E-05-009.000, 4223 Michigan Ave, Zoned R-1-5 (Single-Family), Ward 3

TECHNICAL DETAILS

The applicant requests Planning Commission approval for the placement of a 12' x 56' mobile home on a vacant lot, zoned R-1-5 (Single-family).

Per our chart of permitted uses and City of Gulfport's Ordinances, a mobile home use requires Planning Commission approval in a R-1-5 zoning district with setback requirements; front yard setback of 15-feet, side yard setback of 6-feet and rear yard setback of 8-feet. There are other mobile homes present on Michigan Avenue and the surrounding area. Michigan Avenue has multiple vacant lots of varying sizes. The neighboring streets contain single-family homes and mobile homes. The lot is large enough such that the mobile home will adequately meet the required setbacks and parking requirements; as is pointed out on the site plan.

EXECUTIVE SUMMARY

Upon staff review, the parcel is currently vacant. The applicant has presented a site plan that appears to meet the setback requirements for a mobile home dwelling in an R-1-5 zone, that includes off street parking for two vehicles (in asphalt or concrete). There are approximately 4 mobile homes on Michigan Avenue and several in the surrounding area, including two adjacent properties. The area is a mixed use of single-family homes and mobile homes. Upon review of the site plan submitted by the applicant, parking and all required setbacks have been met. If the request is approved, it would be in harmony with existing housing in the area.

Any approval should consider these conditions:

1. Approval would allow for a 12'x56' mobile home use in an R-1-5 zone.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 9/12/24.

Public Works: No conditions. Memo dated 9/12/24.

Technical Report
PLANNING COMMISSION APPROVAL

Traffic and Safety: No conditions. Memo dated 9/12/24.

Building Code Services: No conditions. Memo dated 9/5/24.

GIS: No conditions. Memo dated 9/6/24.

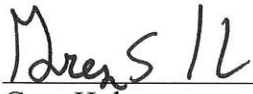
Police Department: No comment as of 9/13/24.

Fire Department: No conditions. Memo dated 9/5/24.

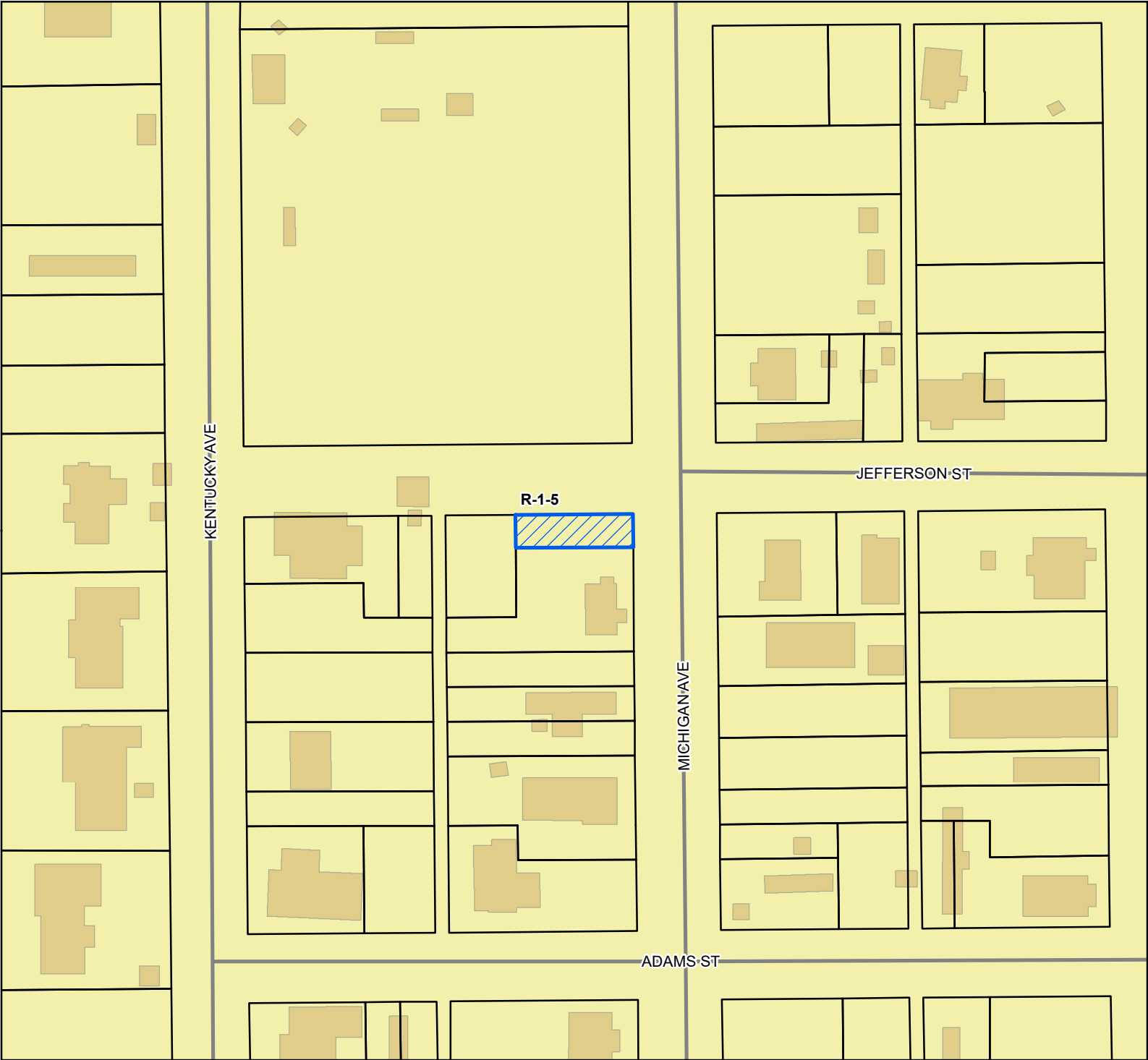
City Arborist: No conditions. Memo dated 9/5/24.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

_____

Greg Holmes
Director of Urban Development Department



Site

Street

Parcels

Buildings

City Limit

Zoning

R-1-5 - Single Family

Residence District (Medium Density)

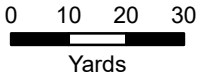
Site Information

0810E-05-009.000

Zoning: R-1-5(Single Family)

Size: 2022.89 sqft

Flood: X



1 inch = 100 feet



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



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

APPLICATION FOR PLANNING COMMISSION APPROVAL

Property Information

TAX PARCEL #

0	8	1	0	E

 -

0	5

 -

0	0	9

 .

0	0	0

For Staff Use Only
Case Number: 2409PC131
Date Received: 7/31/24
Receipt Number: 12868109
Received By: [Signature]
Zoning: R-15
Ward: 3 Flood:
Size: 2022.89 sqft

(If necessary, use separate sheet of paper)

Address of Property Involved: 4223 Michigan Ave
Lot(s) 14, Block(s) 326-415, Subdivision 01800
General Location: NORTH GULFPORT

GENERAL DESCRIPTION OF REQUEST:

mobile home
13.4 X 56

OWNERSHIP AND CERTIFICATION:

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

OWNER
OTIS T ELLIS
Printed Name of Owner
Mailing Address
PO BOX 1462 MS 39501
City State Zip code
346-757-1325
Home Phone Work/Cell Phone
Email
[Signature]
Signature of Owner

AGENT
Printed Name of Agent
Mailing Address
City State Zip code
Home Phone Work/Cell Phone
Email
Signature of Agent

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

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

Transportation and access
have access to public roads

water supply
have city water supply

waste disposal
have access to waste pick up

Fire and Police protection
City Fire department
City Police department
will not stop Road way.

~~Team~~
Single Trailer will ^{not} cause
Traffic Jams I will be liveing There
I'm billing a mobile home and it was
one There at this site as well as neighbor
never by mobile home



Area Map

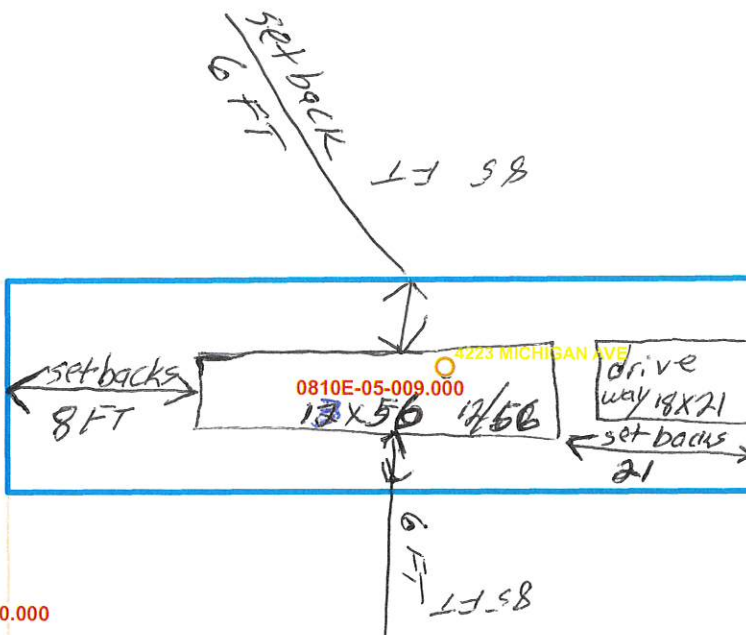
Printed 7/30/2024

0810E-05-008.000

0810E-04-102.000

MICHIGAN AVE

JEFFERSON ST



0810E-05-010.000

0810E-04-100.000

0810E-05-013.000

4219 MICHIGAN AVE

944

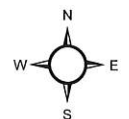
0810E-04-099.000

Initial and date here: OE

Planner: [Signature]

Owner: [Signature]

Contractor: _____

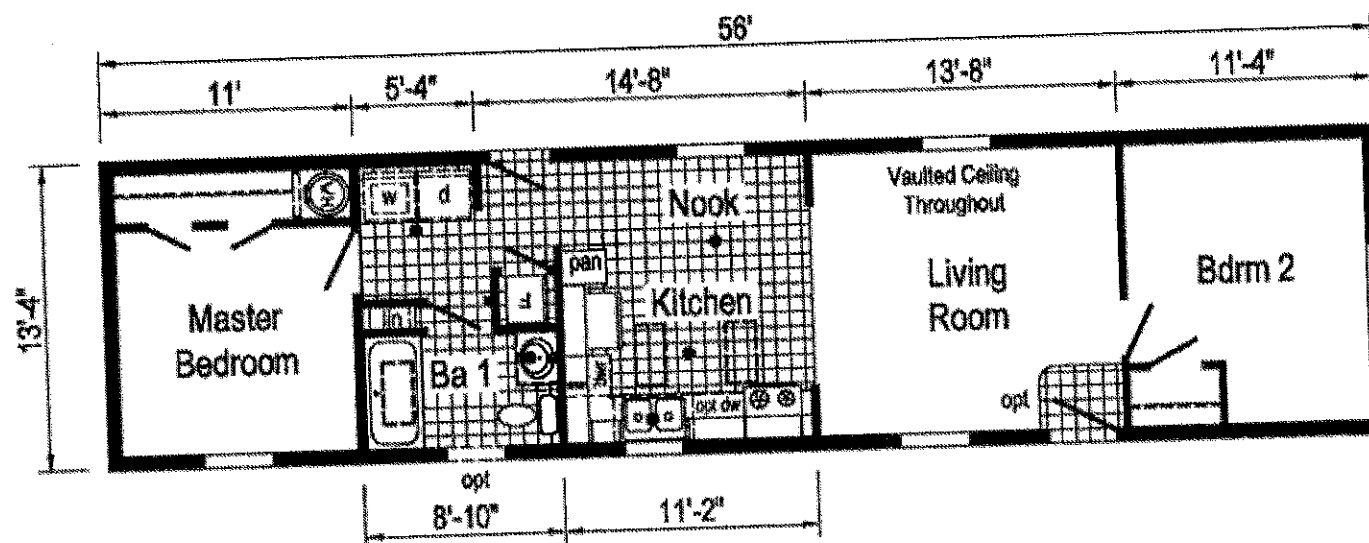


1 inch = 21 feet



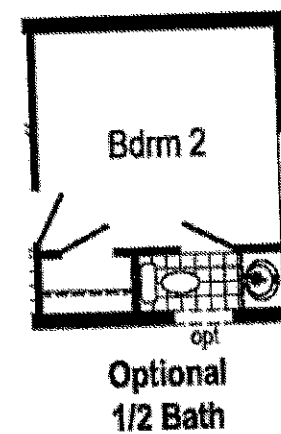
DATA DISCLAIMER:

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1A2005-P 1456 Approx. 747 Sq. Ft.

• = Std. cen light





1st JUDICIAL DISTRICT
Instrument 2023-0006331-D-J1
Filed/Recorded 04/12/2023 1:47:01 PM
Total Fees 26.00
1 Pages Recorded

No. 96872

FORFEITED TAX LAND PATENT

State of Mississippi

PURSUANT to Mississippi Code Annotated §29-1-1(1972 as amended), providing for the sale of Forfeited Tax Lands of the State of Mississippi, and

Excepting those portions held in public trust by the State of Mississippi, said lands are now held by the State and the patentee hereinafter named has complied with all requirements of the law in such cases made and provided;

The State of Mississippi, in consideration of the premises and the sum of \$356.40, being the amount required to purchase said lands, does hereby grant and convey to:

Otis Terrell Ellis

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

DR: 2009-0008913-D-J1 12/16/2009-QC LOT 14 BLK 375 NORTH GULFPORT SECS 27/28-7-11
Section 28
Parcel No.: 0810E-05-009.000 PPIN: 51670
Harrison County, First Judicial District, Mississippi

This the 23rd day of March, 2023




Tate Reeves

GOVERNOR


Michael Watson

SECRETARY OF STATE

REVIEWED

SCANNED

Grantor and Prepared By:
State of Mississippi
Post Office Box 136
Jackson, MS 39205
Tele: (601) 359-5156

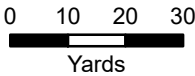
Grantee(s):
Otis Terrell Ellis
POBox 1462
Gulfport, MS 39503
(346) 757-1325

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		0810E-05-009.000	OTIS T. ELLIS (OWNER)	PO BOX 1462	GULFPORT	MS	39501
			Adjacent Property Owners (2409PC136)				
	51329	0810E-04-104.000	MARCH SANDRA A	4803 INDIANA AVE	GULFPORT	MS	39501
	51676	0810E-05-017.000	IRVIN MAGGIE BELL -EST-	4208 KENTUCKY AVE	GULFPORT	MS	39501
	102773	0810E-05-019.002	MAGEE DOROTHY	4213 MICHIGAN AVE	GULFPORT	MS	39501
	51658	0810E-04-097.000	JOHNSON ROBERT JR	2514 TRACY STREET	GULFPORT	MS	39501
	51654	0810E-04-101.000	WILLIAMS JACQUELINE E	15476 JEFFERSON ST	GULFPORT	MS	39501
	51669	0810E-05-015.000	MAGEE DOROTHY	P O BOX 1751	GULFPORT	MS	39502
N	51673	0810E-05-011.000	FLOYD HENRY E	4214 KENTUCKY AVE	GULFPORT	MS	39501
	51674	0810E-05-012.000	NORTH GULFPORT COMMUNITY LAND	CONSERVANCY INC	GULFPORT	MS	39501
	51657	0810E-04-099.000	KNOX JOHN AUSTIN III	16234 HUDSON ST	GULFPORT	MS	39501
	51670	0810E-05-009.000	STATE OF MISS 5/24/2018	P O BOX 136	JACKSON	MS	39205
	51671	0810E-05-013.000	CHRISTOPHER ANTHONY	8359 LOUISIANA AVE	GULFPORT	MS	39501
	51675	0810E-05-016.000	SMITH ADDIE B	4210 KENTUCKY AVE	GULFPORT	MS	39501
	87924	0810E-05-019.000	JOHNSON LOLA K	P O BOX 2517	GULFPORT	MS	39505
N	51317	0810E-05-008.000	NORTH GULFPORT SCHOOL				0
	51330	0810E-04-102.000	DARDEN ROOSEVELT-EST- & MATTIE-EST-	3210 JEFFERSON ST	GULFPORT	MS	39501
	51331	0810E-04-103.000	HORNE AJARY D	4107 20TH STREET	GULFPORT	MS	39501
	51656	0810E-04-098.000	KING DEBORAH L	2208 23RD STREET APT B	GULFPORT	MS	39501
	100998	0810E-04-070.001	BROWN LILIBETH	4223 WISCONSIN AVE	GULFPORT	MS	39501
	51655	0810E-04-100.000	WILLIAMS SAM JR -ESTATE-	4218 MICHIGAN AVE	GULFPORT	MS	39501
	87928	0810E-04-069.000	DARDEN ROOSEVELT	2706 KIRTLAND AVE	DISTRICT HEIGHTS	MD	20747
	51672	0810E-05-010.000	FLOYD HENRY E SR	4214 KENTUCKY AVE	GULFPORT	MS	39501
	146193	0810E-05-013.001	MOORE GARY SR	208 W ANGELA CIRCLE	GULFPORT	MS	39503
	100038	0810E-04-069.001	BABIN EVAN M	617 CARMADELLE ST	MARRERO	LA	70072
	51652	0810E-04-071.000	FRIENDSHIP BAPTIST CHURCH	5404 WISCONSIN AVE	GULFPORT	MS	39501



Legend

- Site
- Adjacent Properties
- Street
- Buildings



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.



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenot Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	589782	Print Legal Ad-IPL01926840 - IPL0192684		\$87.70	2	45 L

Attention: Matilda Welch

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

LEGAL NOTICE

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, September 26, 2024 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2407PC100, by owner Prasant Patel, seeking approval for convenience store use - Tax Parcel 1008M-01-007.000 - Located at 11268 Lorraine Road (Zoned B-2 (General-Business)) - Ward 6
Planning Commission Approval 2409PC131, by owner Hecto Services Inc, seeking approval for a cabinet and carpenter shop use, Tax Parcel 0810N-03-037.000, 2815 22nd Avenue, Zoned B-2 (General-Business), Ward 3
General Plan 2409PC133, by agent Dennis Stieffel, seeking approval for a 41-lot subdivision(Oak Landing, Phase 2), Tax Parcels 1008G-02-130.000, 1008G-02-130.001, 1008J-02-001.000, Ollie Road, Zoned R-1-10 (Single-family), Ward 6
Planning Commission Approval 2409PC136, by owner Otis T Ellis, seeking approval for a mobile home use, Tax Parcel 0810E-05-009.000, 4223 Michigan Ave, Zoned R-1-5 (Single-Family), Ward 3

Special Exception 2409SE140, by agent Johnathan Tate Jr., seeking approval for a daycare use, Tax Parcel 0810N-04-001.000, 2301 31st Street, Zoned B-2 (General-Business), Ward 3

General Plan 2409PC145, by agent Robert B. Heinrich, seeking approval for a 9 lot subdivision with one outparcel, Tax Parcel 0808H-02-095.000, 12115 Three Rivers Road, Zoned R-1-10 (Single-family), Ward 6

General Plan 2409PC146, by agent Robert B. Heinrich, seeking approval for a 23 lot subdivision with one outparcel, Tax Parcel 0907J-01-001.005, Three Rivers Rd, Zoned R-B (Residence-business), Ward 6

Zoning Text Amendment 2407PC094, by City of Gulfport Administration, to amend Appendix D (Smartcode) at 5.4.11a and 5.4.11b both at building setback to delete the 6-foot maximum side yard setback

Zoning Text Amendment 2409PC129, by City of Gulfport Urban Development, to amend Appendix A to the Code of Ordinances to remove certain duties from the Building Code of Planning Director and assign those duties to the Planning Administrator.

Zoning Map Amendment 2409PC144, by agent Heinrich & Associates LLC, requesting to rezone to R-O (Residence-Office), Tax Parcel 1009L-02-018.000, 9298 Lorriane Rd, Zoned R-1-7.5 (Single-Family), Ward 5

This the 4th day of September 2024
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0192684
Sep 11 2024

PUBLIC HEARING

STATE OF MISSISSIPPI COUNTY OF HARRISON

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

1 insertion(s) published on:
09/11/24

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

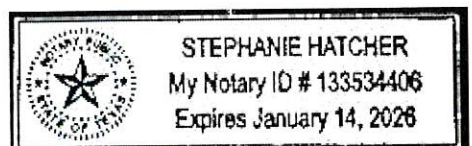
Mary Castro

Sworn to and subscribed before me this 12th day of September in the year of 2024

Stephanie Hatcher

Notary Public

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



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



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

ZONING BOARD OF ADJUSTMENT AND APPEALS CASE # 2024-740

Hearing Date: Thursday, September 26, 2024

Special Exception 2409SE140: Special Exception 2409SE140, by agent Johnathan Tate Jr., seeking approval for a daycare use, Tax Parcel 0810N-04-001.000, 2301 31st Street, Zoned B-2 (General-Business), Ward 3

Technical Report

SPECIAL EXCEPTION

GENERAL INFORMATION

Case File Number: 2409SE140

Hearing Date: Zoning Board September 19, 2024
Planning Commission September 26, 2024

Current Zoning/Use: B-2/ Commercial Building

Legal: Special Exception 2409SE140, by agent Johnathan Tate Jr., seeking approval for a daycare use, Tax Parcel 0810N-04-001.000, 2301 31st Street, Zoned B-2 (General-Business), Ward 3

TECHNICAL DETAILS

The applicant is seeking approval for a daycare use at an existing commercial building located in a B-2 (General Business) zoning district. Proposed site plan indicates the site would be able to accommodate 15 regular 9 feet by 18 feet parking spaces, with two handicap parking spaces with van accessibility, and utilize a proposed 25-foot-wide concrete driveway to allow for ingress and egress for the off the street drive requirement. According to current parking ordinance: one parking space is needed for each five children, plus adequate loading and unloading space in an “off the street” drive, which would indicate that the number of proposed parking spaces would be able to accommodate for the 35 to 40 children mentioned in the applicant’s application.

Applicant mentions in their application about the proposed use being in harmony with the existing apartments, church, and a nearby city park. Upon staff review of the surrounding area, staff noted that there were existing apartments, a church use, a park with fenced in playground equipment, and single-family homes in the nearby area. Staff also noted an existing fence surrounding the parking area with barbed wire on top. Applicant does not list the hours of operation for the proposed daycare use in their application, but does indicate that the site will have adequate access to water and sewage, and will not require anymore police patrol than what is currently provided.

EXECUTIVE SUMMARY

The applicant is seeking approval for a daycare use in an existing commercial building at 2301 31st Street. Applicants states in the application that their proposed parking can accommodate between 35 to 40 children for off street drop off and pick up. Proposed parking plan indicates the site to have 15 regular 9-feet by 18-feet parking spaces, with two handicap spaces with van accessibility and a 25-foot-wide driveway to allow for ingress and egress. According to current parking ordinance: one parking space is needed for each five children, plus adequate loading and unloading space in an “off the street” drive, which would require up to 8 regular parking spaces and one handicap space to accommodate for the number of children mentioned. Applicant notes that the use would be in harmony with the existing apartments, church, and city park nearby. Upon a staff visit, staff noted there are existing apartments, a church use, a public park with fenced in playground equipment, and single-family homes nearby. Staff also noted that there is an existing fence surrounding the proposed parking area with barbed wire on top. Should any

Technical Report

SPECIAL EXCEPTION

approval be granted, staff recommends that the existing barbed wire be removed from the fence before a business license can be issued. Fire Department and Building Code have also stated conditions for any approval of the applicant's request.

Any approval should consider these conditions:

1. The barbed wire on the existing fence being removed before a business license can be issued.
2. Facility does not currently comply with adopted fire code. IAW the 2018 IFC 903.26 – Group I occupancy bldgs. Require automatic sprinkler system – except those that are located at the level of exit discharge & where every room providing care has no fewer than one exit door.
3. Must have Fire Alarm with total smoke detector coverage.
4. Occupancy shall comply with all Building Codes and City Ordinances.
5. Approval allows for a daycare use at 1201 31st Street.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 09/06/24.

Public Works: No conditions. Memo dated 09/05/24.

Traffic and Safety: No conditions. Memo dated 09/05/24.

Building Code Services: Occupancy shall comply with all Building Codes and City Ordinances. Memo dated 09/05/24.

GIS: No conditions. Memo dated 08/29/24.

Police Department: No comment as of 09/06/24.

Fire Department: Facility does not currently comply with adopted fire code. IAW the 2018 IFC 903.26 – Group I occupancy bldgs. Require automatic sprinkler system – except those that are located at the level of exit discharge & where every room providing care has no fewer than one exit door. Must have Fire Alarm with total smoke detector coverage. Memo dated 8/29/24.

City Arborist: No conditions. Memo dated 8/29/24.

Technical Report
SPECIAL EXCEPTION

DIRECTOR APPROVAL

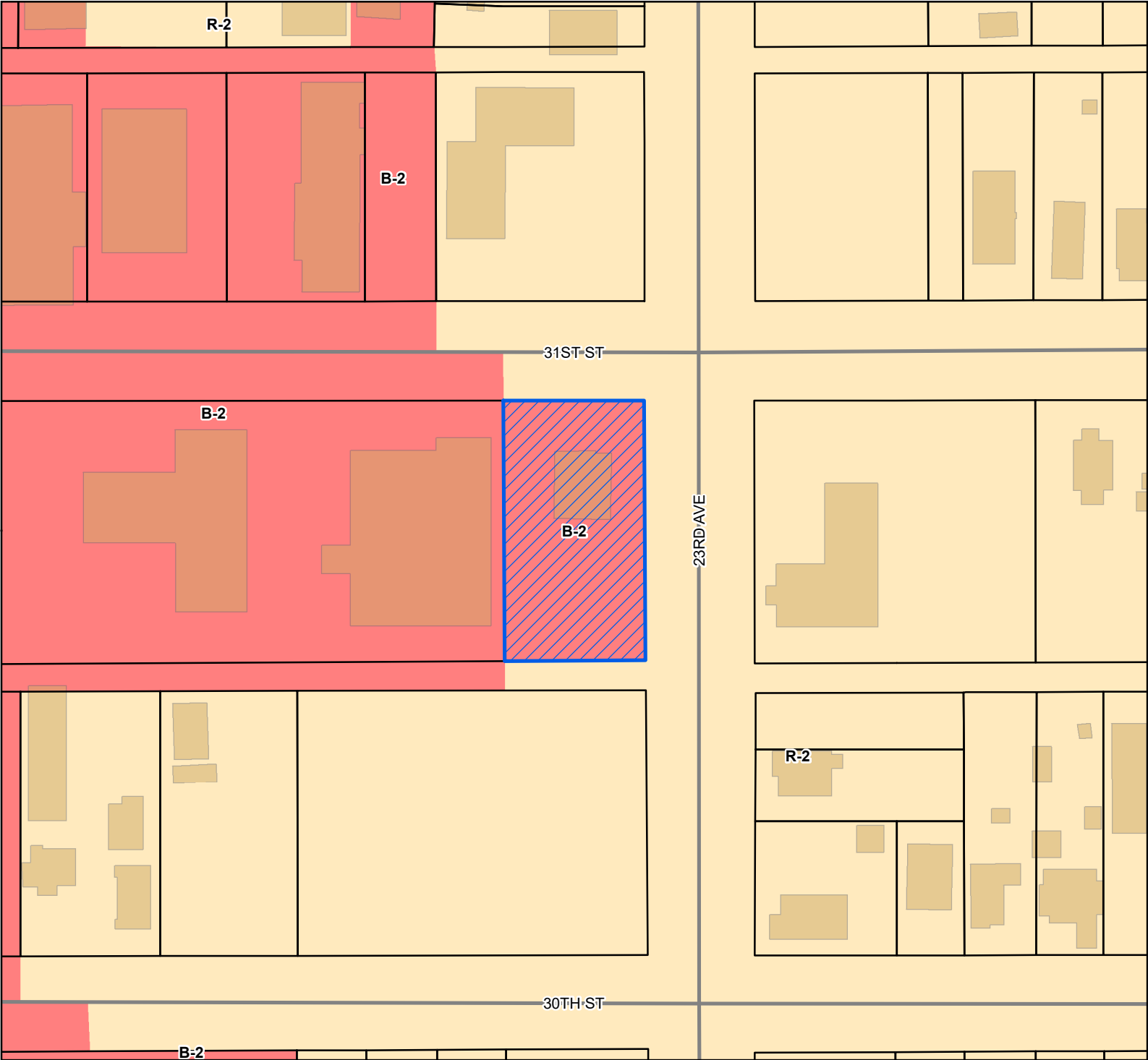
This report has been reviewed and approved by:



Greg Holmes
Director of Urban Development Department

2409SE140

Special Exception



Site

Street

Parcels

Buildings

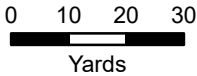
City Limit

Zoning

B-2 - General Business District

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

Site Information
0810N-04-001.000
Zoning: B-2 (General business)
Size: 19013.23 sqft
Flood: X



1 inch = 100 feet



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08/06/24
R# 1287 3922

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

ZONING BOARD OF ADJUSTMENTS AND APPEALS APPLICATION

REQUESTED ACTION BY THE ZONING BOARD OF ADJUSTMENTS AND APPEALS
(A separate submission form is required for each request)

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

TAX PARCEL NUMBERS

0810N-04-001.000	

Property Address:

Property Address: 2301 31st Gulfport ms 39501

Lot(s) 1 and 2 Block(s) 7 Subdivision _____

General Description of Request: Day care

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:Blue Diamond Energy, Inc.

Printed Name of Owner

700 Milam, Ste 1300

Mailing Address

Houston, Texas 77002

City

State

Zip Code

410 350 1839

Home Phone

Work/Cell Phone

Draw P. Macco. group

Email

[Signature]

Signature of Owner

Draw McManigle,
Chapman II, Trustee**AGENT:**Jonathan Tate Jr

Printed Name of Agent

12360 Brittany Blvd

Mailing Address

Gulfport MS 39503

City

State

Zip Code

228-609-0950

Home Phone

Work/Cell Phone

brilliantchildcare123@gmail.com

Email

Jonathan Tate Jr

Signature of Agent

Jonathan Tate Jr

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

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

Name of Owner (PRINT) _____

Address (Street, City, State, Zip Code) 2301 31st St, Gulfport, MS 39501

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

Tax Parcel Number(s) Owned: 0810N-04-001.000

Signature: _____

Name of Owner (PRINT) _____

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

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

Tax Parcel Number(s) Owned: _____

Signature: _____

Name of Owner (PRINT) Blue Diamond Energy, IncAddress (Street, City, State, Zip Code) 700 Milam, Ste 1300, Houston, TX 77002Phone (Home) _____ (Work) _____ (Cell) 410 350 1839

Tax Parcel Number(s) Owned: _____

Signature: [Signature]Draw McManigle,
Chapman II, Trustee



DESIGNATION OF AGENT

I, Drew McManigal* PRINT NAME being property owner of 2301 31st St. Gulfport Ms 39501 PRIMARY ADDRESS OR PARCEL
which is the subject of this application hereby authorize Jonathan Tate PRINT NAME to act as
my representative with the City of Gulfport's Zoning Board of Adjustment and Appeals, and/or Planning
Commission, and/or City Council, and/or permitting and licensing, as required by the City.

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

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

[Signature]
SIGNATURE Drew McManigal
Chairman of Trustees

8/5/24
DATE

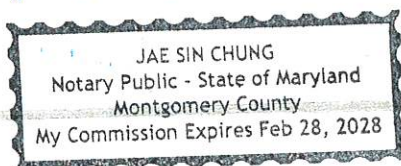
Maryland
STATE OF ~~MISSISSIPPI~~ COUNTY OF ~~HARRISON~~

Given under my hand and seal of office this the 5th day of August, 20 24

[Signature]
NOTARY PUBLIC

02/28/2028
COMMISSION EXPIRATION

* in my capacity as Chairman of Trustees of Blue Diamond Energy, Inc.





COVENANT AFFIDAVIT

Drew McManigle, the Chapter 11
Trustee of
I, Blue Diamond Exports, Inc.
PRINT NAME

2301 31st St. Gulfport, MS 39501
PRIMARY ADDRESS OR PARCEL

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

[Signature]
SIGNATURE

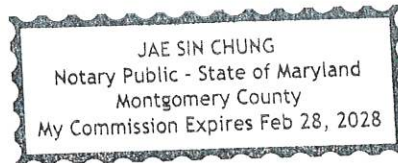
7/27/2024
DATE

Drew McManigle,
Chapter 11 Trustee

^{JSC}
STATE OF ~~MISSISSIPPI~~ ^{Maryland} | COUNTY OF ~~HARRISON~~ ^{Howard}

Given under my hand and seal of office this the 29th day of July, 20 24

[Signature]
NOTARY PUBLIC



02/28/2028
COMMISSION EXPIRATION



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Blue Diamond Energy, Inc.	Legal

Business Information

Business Type:	Profit Corporation
Business ID:	1259950
Status:	Good Standing
Effective Date:	02/10/2021
State of Incorporation:	Mississippi
Principal Office Address:	1261 Pass Road Gulfport, MS 39501

Registered Agent

Name
Thomas Swarek 1261 Pass Road Gulfport, MS 39501

Officers & Directors

Name	Title
Michael Boothe 1261 Pass Road Gulfport, MS 39501	Incorporator
Thomas Swarek 1261 Pass Road Gulfport, MS 39501	President



SO ORDERED,

Jamie A. Wilson

Judge Jamie A. Wilson
United States Bankruptcy Judge
Date Signed: March 11, 2024

The Order of the Court is set forth below. The docket reflects the date entered.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF MISSISSIPPI

IN RE:	BLUE DIAMOND ENERGY, INC.	CASE NO. 23-50490-JAW
	DEBTOR(S)	CHAPTER 11

ORDER

THIS DAY THIS CAUSE came on for consideration of the Acting United States Trustee for Region 5's ("UST") Application for Approval of Appointment of Chapter 11 Trustee (DKT. # 558). The UST advised the Court that he has appointed Drew McManigle, Founder and CEO of MACCO Restructuring Group, LLC, as the chapter 11 Trustee in the above-styled and numbered case; therefore

IT IS ORDERED that the United States Trustee's appointment of Drew McManigle, as the chapter 11 Trustee in the above-styled and numbered case is hereby approved.

IT IS FURTHER ORDERED that Drew McManigle, as the chapter 11 Trustee, has full corporate power and authority over all assets and business of the Debtor, Blue Diamond Energy, Inc., without the need of a corporate resolution.

IT IS FURTHER ORDERED that per Drew McManigle's representations to the Court, he has agreed, and it is hereby acknowledged, that as the chapter 11 Trustee of Debtor, Blue Diamond Energy, Inc., his trustee fees are waived. This waiver shall have no effect on fees of professionals hired by McManigle in his capacity as chapter 11 Trustee for this debtor.

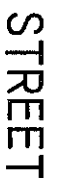
##END OF ORDER##

ORDER SUBMITTED BY:

/s/ Abigail M. Marbury
Abigail M. Marbury (MSB #99626)
Assistant U.S. Trustee
United States Department of Justice
501 East Court Street, Suite 6-430
Jackson, MS 39201
Telephone: (601) 965-5245
Email: abigail.m.marbury@usdoj.gov

This is a request for property located at 2301 31st Street Gulfport MS 39501. The request is to allow property in a B2 zoning to be used As a Daycare Facility. The gated driveway will have the required opening stated by City Engineers. The property has the required parking spaces to accommodate 35 to 45 children for drop-off and pick-up. There will be no excessive noise or decrease value to adjoining properties. The property will be for childcare use only. Which will not require any additional services from the City of Gulfport. The existing normal water and sewage attachments and police patrol will be sufficient. We feel that this exception will enhance this particular city block. We believe this will only compliment the apartments, church and nearby city park. This is an existing building that will require minor adjustments or extension that will have no impact to adjoining properties. This location is ideal for daycare use with easy ingress and egress not causing any interruptions to traffic flow. The existing building and property were inspected and approved by the Bureau of Childcare Licensure on August 2,2024. This application and exception request is to allow daycare in a B2 zoning. The submission is from current daycare owners located at 4320 West Railroad St Gulfport MS 39501. Brilliant Childcare and Learning Center has been established since 2015.

Jonathan Tate



SCALE: 1" = 30'



John 1st Judicial District
Instrument 2021 6533 D -J1
Filed/Recorded 5/14/2021 02:39 P
Total Fees \$ 26.00
3 Pages Recorded

Prepared by:
Andrew Marion, PLLC
Attorney-at-Law
1919 23rd Ave.
P.O. Box 863
Gulfport, MS 39502
(228)-865-9047
MS Bar # 1866

Return to:
Andrew Marion, PLLC
Attorney-at-Law
1919 23rd Ave.
P.O. Box 863
Gulfport, MS 39502
(228)-865-9047
File # 21-126

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

WARRANTY DEED

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

Mississippi Goodworks, Inc., a Mississippi Non Profit Corporation
1955 Pass Road
Biloxi, MS 39531
(228)-863-2323

does hereby sell, convey and warrant unto

Blue Diamond Energy, Inc., a Mississippi Corporation
1261 Pass Road
Gulfport, MS 39501
(228)-236-6508

that certain tract, piece or parcel of land situated and being located in Harrison County, State of Mississippi, more particularly described as follows, to-wit:

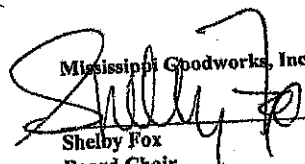
(See Exhibit A attached, Page 3)

INDEXING INSTRUCTIONS: Exempt

THIS CONVEYANCE is subject to any prior reservation or conveyance of oil, gas or other mineral rights and subject to all easement restrictions, reservations and covenants of record.

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

WITNESS MY SIGNATURE as authorized representatives of Mississippi Goodworks, Inc. after being duly authorized so to execute and deliver the same, this the 14th day of May, 2021.

Mississippi Goodworks, Inc.

Shelby Fox
Board Chair

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the above stated jurisdiction, the within named Shelby Fox, Board Chair, who acknowledged that she is the authorized representatives of Mississippi Goodworks, Inc., A Mississippi Non Profit Corporation and that for and on behalf of said corporation, and as its act and deed, she executed the above the foregoing Warranty Deed, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the 14th day of May, 2021.

NOTARY PUBLIC

MY COMMISSION EXPIRES

July 5, 2024

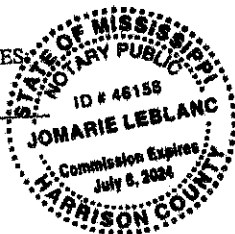




Exhibit "A"

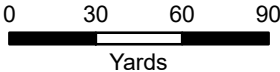
**Lots 1 and 2, Block 7, STANDARD LAND COMPANY'S ADDITION to the City of Gulfport,
Harrison County, Mississippi.**

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		0810N-04-001.000	BLU DIAMOND ENERGY INC (OWNER)	760 MILAM, STE 1300	HOUSTON	TX	77002
			JONATHAN TATE JR. (AGENT)	12360 BRITTANY BLVD	GULFPORT	MS	3950
			Adjacent Property Owners (2409SE140)				
	35004	0810N-04-002.000	GOODWILL INDUSTRIES OF SOUTH MS INC	2407 31ST ST	GULFPORT	MS	39501
N	35014	0810N-04-020.000	GULFPORT CITY OF				0
N	35003	0810N-04-001.000	BLUE DIAMOND ENERGY INC	1261 PASS RD	GULFPORT	MS	39501
	25783	0810N-05-050.000	DS LADNER HOLDINGS LLC	9366 STONE RD	GULFPORT	MS	39503
	35228	0810N-01-024.000	TRUMPET IN ZION FELLOWSHIP INC	P O BOX 5515	SLIDELL	LA	70469
	34994	0810N-03-010.000	FABACHER SAMANTHA	11556 AZALEA TRACE	GULFPORT	MS	39503
	34995	0810N-03-009.000	SIGNATURE HOME SOLUTIONS LLC	1715 21ST AVE	GULFPORT	MS	39501
	34993	0810N-03-012.000	TRAVIS ELON CARNELL	24880 KNOLLWOOD DR	PASS CHRSTIAN	MS	39571
	34992	0810N-03-011.000	MICHUA AUSENCIO	3000-23RD AVE	GULFPORT	MS	39501
N	35015	0810N-04-021.000	GULFPORT CITY OF				0
	25782	0810N-05-049.000	MARLIN LLC	3100 25TH AVE	GULFPORT	MS	39501
N	25781	0810N-05-048.000	MARLIN LLC	3100 25TH AVE	GULFPORT	MS	39501
	34990	0810N-03-007.000	TRUMPET IN ZION FELLOWSHIP INC	P O BOX 933	AUGUSTA	GA	30903
	106444	0810N-01-023.001	WALKER JOHN J JR & JEANEL	2230 31ST ST	GULFPORT	MS	39501
	34996	0810N-03-013.000	COLEMAN BETTY A	9146 LOBUOY RD	PASS CHRISTIAN	MS	39571



Legend

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



1 inch = 200 feet



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Sun Herald
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Miami Herald
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The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
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AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	589782	Print Legal Ad-IPL01926840 - IPL0192684		\$87.70	2	45 L

Attention: Matilda Welch

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

LEGAL NOTICE

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, September 26, 2024 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2407PC100, by owner Prasant Patel, seeking approval for convenience store use - Tax Parcel 1008M-01-007.000 - Located at 11268 Lorraine Road (Zoned B-2 (General-Business)) - Ward 6

Planning Commission Approval 2409PC131, by owner Hecto Services Inc, seeking approval for a cabinet and carpenter shop use, Tax Parcel 0810N-03-037.000, 2815 22nd Avenue, Zoned B-2 (General-Business), Ward 3

General Plan 2409PC133, by agent Dennis Stieffel, seeking approval for a 41-lot subdivision (Oak Landing, Phase 2), Tax Parcels 1008G-02-130.000, 1008G-02-130.001, 1008J-02-001.000, Ollie Road, Zoned R-1-10 (Single-family), Ward 6

Planning Commission Approval 2409PC136, by owner Otis T Ellis, seeking approval for a mobile home use, Tax Parcel 0810E-05-009.000, 4223 Michigan Ave, Zoned R-1-5 (Single-Family), Ward 3

Special Exception 2409SE140, by agent Johnathan Tate Jr., seeking approval for a daycare use, Tax Parcel 0810N-04-001.000, 2301 31st Street, Zoned B-2 (General-Business), Ward 3

General Plan 2409PC145, by agent Robert B. Heinrich, seeking approval for a 9 lot subdivision with one outparcel, Tax Parcel 0808H-02-095.000, 12115 Three Rivers Road, Zoned R-1-10 (Single-family), Ward 6

General Plan 2409PC146, by agent Robert B. Heinrich, seeking approval for a 23 lot subdivision with one outparcel, Tax Parcel 0907J-01-001.005, Three Rivers Rd, Zoned R-B (Residence-business), Ward 6

Zoning Text Amendment 2407PC094, by City of Gulfport Administration, to amend Appendix D (Smartcode) at 5.4.11a and 5.4.11b both at building setback to delete the 6-foot maximum side yard setback

Zoning Text Amendment 2409PC129, by City of Gulfport Urban Development, to amend Appendix A to the Code of Ordinances to remove certain duties from the Building Code of Planning Director and assign those duties to the Planning Administrator.

Zoning Map Amendment 2409PC144, by agent Heinrich & Associates LLC, requesting to rezone to R-O (Residence-Office), Tax Parcel 1009L-02-018.000, 9298 Lorriane Rd, Zoned R-1-7.5 (Single-Family), Ward 5

This the 4th day of September 2024
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0192684

Sep 11 2024

PUBLIC HEARING

STATE OF MISSISSIPPI COUNTY OF HARRISON

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

1 insertion(s) published on:

09/11/24

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

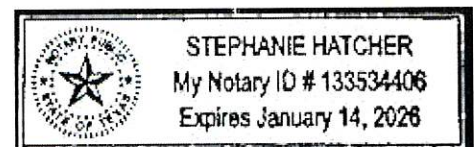
Mary Castro

Sworn to and subscribed before me this 12th day of September in the year of 2024

Stephanie Hatcher

Notary Public

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



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



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

PLANNING COMMISSION CASE # 2024-763

Hearing Date: Thursday, September 26, 2024

General Plan 2409PC145: General Plan 2409PC145, by agent Robert B. Heinrich, seeking approval for a 9 lot subdivision with one outparcel, Tax Parcel 0808H-02-095.000, 12115 Three Rivers Road, Zoned R-1-10 (Single-family), Ward 6

Technical Report
General Plan
(River Place Subdivision)

GENERAL INFORMATION

Case File Number: 2409PC145

Hearing Date: September 26, 2024

Current Zoning/Use: R-1-10 / Single-Family Home

Legal: General Plan 2409PC145, by agent Robert B. Heinrich, seeking approval for a 9 lot subdivision with one outparcel, Tax Parcel 0808H-02-095.000, 12115 Three Rivers Road, Zoned R-1-10 (Single-family), Ward 6

TECHNICAL DETAILS

The applicant is seeking approval of their proposed nine (9) lot residential subdivision with one outparcel, (River Place Subdivision), containing approximately 3.2 acres on tax parcel 0808H-02-095.000, Zoned R-1-10 (Single-family) district.

Regulations state that the minimum property size for new single-family home in this zoning district is 10,000 square feet with a front yard setback of 25 feet and a side and rear yard setback of 8 feet. In review of the General Plan, the applicant meets or exceeds the city's requirements for this zoning district. Street access created for this a straight-of-way that is connected to an existing roadway and provides a singular point of ingress and egress off of Three Rivers Road.

The proposed parcel is located adjacent to existing city rights-of-way, are protected by Gulfport Fire and Police, and will have capacity for city water and sewer. The applicant has also provided a copy of their proposed covenants for the subdivision, as required per the General Plan submission requirements.

Engineering Department has noted disapproval for the proposed plan, stating that there are revisions needed to the construction plans, which are listed within the conditions below. Engineering has stated in their comments "approval of the General Plan does not constitute Engineering approval of the construction plans."

Any approval should consider these conditions:

1. Sanitary sewer shall be gravity sewer instead of pressurized.
2. Revise drainage plan to not send drainage to City detention pond to the northwest to the site.
3. Revise the street right of way line at Lot 9 to provide additional right of way for the sidewalk and utilities to be routed clear of the live oak tree while remaining in the right of way.
4. The street does not have enough right of way on the north side opposite of Lot 9 to provide a proper turn radius from Three Rivers Rd without creating a drop-off behind the curb radius. Additionally, no right-of way is available for future sidewalk connection

Technical Report
General Plan
(River Place Subdivision)

5. The proposed construction plans were reviewed by Engineering. There are revisions needed to the construction plans. Approval of the General Plan does not constitute Engineering approval of construction plans
6. Provide copies of all State and Federal Permits required for development prior to permitting. Provide a copy of the State Storm Water Pollution Prevention Plan (SWPPP) and copies of the erosion control plan prior to permitting.
7. Provide construction plans for permitting if approved.
8. Cul-de-sac minimum diameter is 96'-2018 IFC D103A.
9. 36" and 55" live oak to remain and be protected per City Ordinance, Chapter 8.
10. Demolition permit to be pulled to remove existing structures before other permits can be pulled.
11. General Plan approval will require reapproval from Planning Commission one year from approval date, if not Final Platted within one from approval.

DEPARTMENTAL CONDITIONS

Engineering:

Disapprove. Memo dated 9/11/24.

1. Sanitary sewer shall be gravity sewer instead of pressurized.
2. Revise drainage plan to not send drainage to City detention pond to the northwest to the site.
3. Revise the street right of way line at Lot 9 to provide additional right of way for the sidewalk and utilities to be routed clear of the live oak tree while remaining in the right of way.
4. The street does not have enough right of way on the north side opposite of Lot 9 to provide a proper turn radius from Three Rivers Rd without creating a drop-off behind the curb radius. Additionally, no right-of way is available for future sidewalk connection.
5. The proposed construction plans were reviewed by Engineering. There are revisions needed to the construction plans. Approval of the General Plan does not constitute Engineering approval of construction plans.

Public Works:

Provide construction plans for permitting if approved. Memo dated 9/12/24.

Traffic and Safety:

No comments as of 09/16/24.

Building Code Services:

Provide copies of all State and Federal Permits required for development prior to permitting. Provide a copy of the State Storm Water Pollution Prevention Plan (SWPPP) and copies of the erosion control plan prior to permitting. Memo dated 09/03/24.

Technical Report
General Plan
(River Place Subdivision)

GIS: No conditions. Memo date 8/30/24.

Police Department: No comments as of 09/16/24.

Fire Department: Cul-de-sac minimum diameter is 96'-2018 IFC D103A. Memo dated 11/28/18.

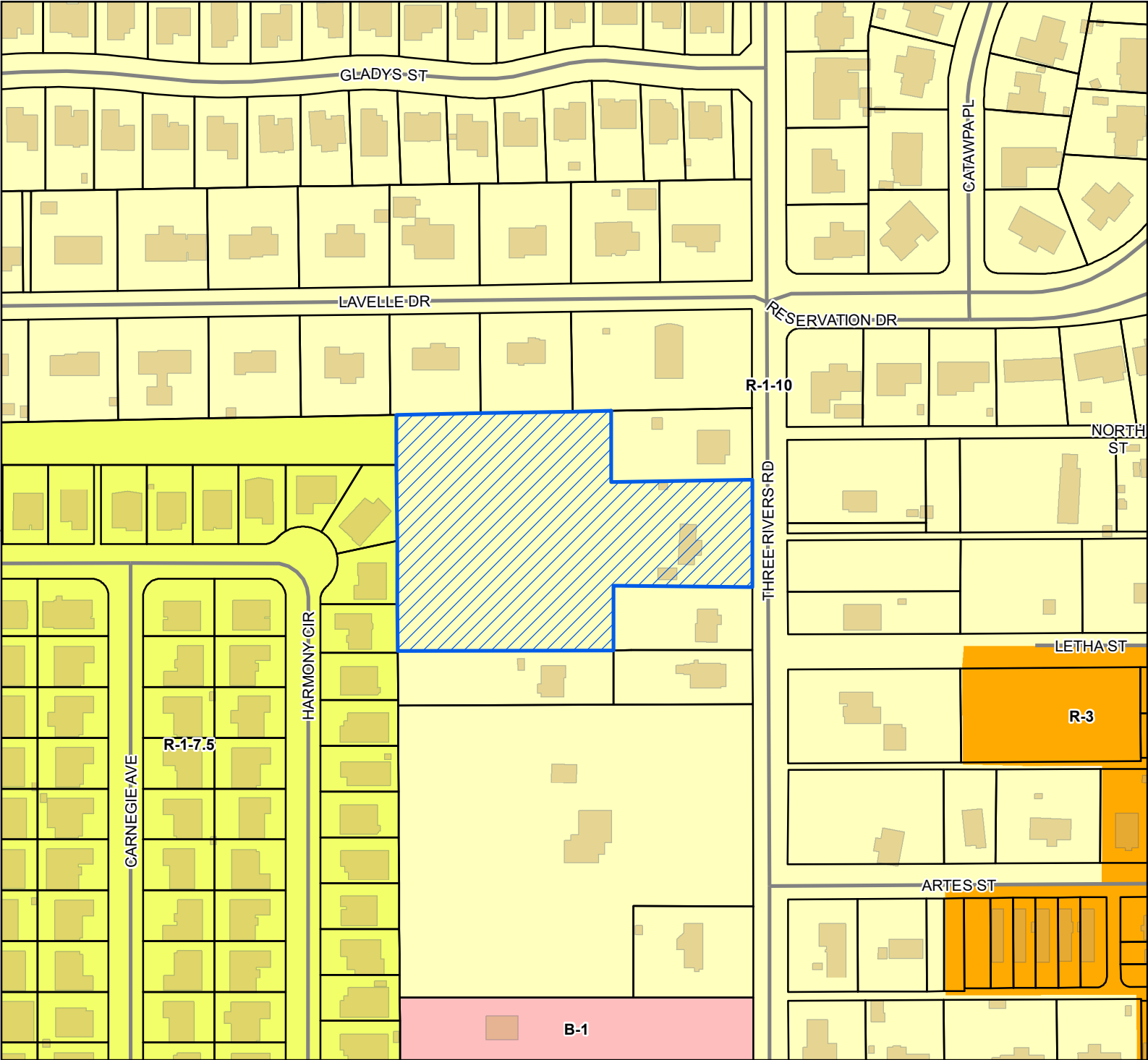
City Arborist: 36" and 55" live oak to remain and be protected per City Ordinance, Chapter 8. Memo dated 8/26/24.

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
- R-1-10 - Single Family Residence (Low Density)
- R-1-7.5 - Single Family Residence District (Low Density)
- R-3 - General Residence (High Density)

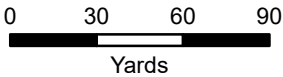
Site Information

0808H-02-095.000

Zoning: R-1-10 (Single Family)

Size: 3.2 acres

Flood: X



1 inch = 200 feet



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

APPLICATION FOR GENERAL SUBDIVISION PLAN

Property Information

TAX PARCEL #

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 -

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 -

0	9	5

 •

0	0	0

For Staff Use Only
Case File #: 2409PC145
Date Received: 08/07/24
Receipt #: _____
Received By: JJ 23t
Zoning: R-1-10
Ward: 6 Flood: X
Size: 3.2 acres

(If necessary, use separate sheet of paper)

Address of Property Involved: 12115 Three Rivers Rd.; Gulfport, MS 39503

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

General Location: West side of Three Rivers Rd., 230 feet South of Reservation Dr., Gulfport, MS

GENERAL DESCRIPTION OF REQUEST:

Requesting General Plan approval for a 9 lot residential subdivision, zoned R-10. No variances requested.

With one out parcel

OWNERSHIP AND CERTIFICATION:

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

OWNER

L & R Holdings, LLC - Robert B. Heinrich

Printed Name Of Owner
28 52nd St.

Mailing Address
Gulfport MS 39507
City State Zip code
228-860-8160

Home Phone Work/Cell Phone
bobby.h@heinrichassociates.net

Email

[Signature]
Signature Of Owner

AGENT

Robert B. Heinrich - Heinrich & Associates

Printed Name Of Agent
1806 23rd Ave., Suite B

Mailing Address
Gulfport MS 39503
City State Zip code
228-896-6768

Home Phone Work/Cell Phone
bobby.h@heinrichassociates.net

Email

[Signature]
Signature Of Agent

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

☐

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

L & R Holdings, LLC

1806 23rd Ave., Suite B

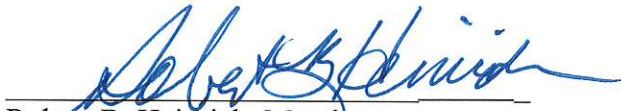
Gulfport, MS 39501

CORPORATE RESOLUTION

STATE OF MISSISSIPPI
COUNTY OF HARRISON

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named **Robert B. Heinrich** who acknowledged that he is a **Member** of **L & R Holdings, LLC**, A Mississippi Limited Liability Company, and for that and on behalf of the said company, and as its act and deed, they executed the above and foregoing instrument, after first have been duly authorized by said company so to do has authority to sign all city documents on behalf of said company.

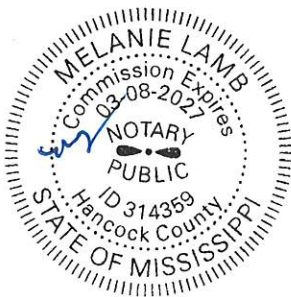
Given under my hand and official seal of office, this the 5TH day of AUGUST 2024.


Robert B. Heinrich, Member


Notary Public

My Commission Expires:

03-08-2027



L & R Holdings, LLC
1806 23rd Ave., Suite B
Gulfport, MS 39501

August 5, 2024

City of Gulfport
Planning Department
1410 24th Ave.
Gulfport, MS 39501

RE: **Agent Letter for**
L & R Holdings, LLC
Tax Parcel No. 0808H-02-095.000
Gulfport, Mississippi

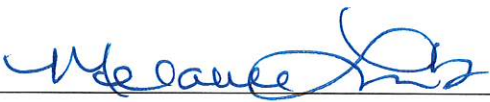
To Whom It May Concern:

Please allow this letter to serve as official notice that **Robert Heinrich** of **Heinrich & Associates, LLC**, is authorized to act as agent on behalf of **L & R Holdings, LLC** in any Planning Commission or City Council matters.

If you have any questions, please do not hesitate to contact me.

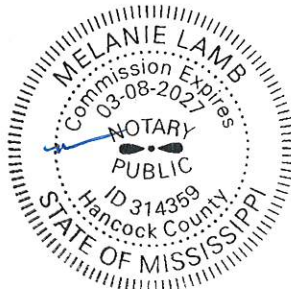
Sincerely,





Notary

My Commission Expires:
03/08/2027





**TERRY MORAN
ENGINEERING**

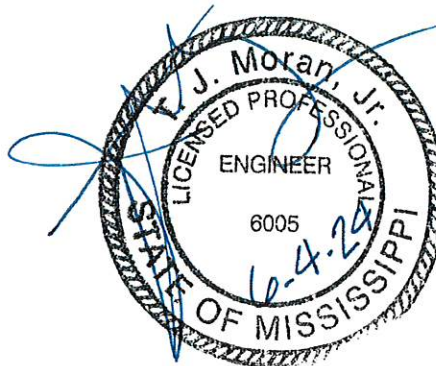
TERRY MORAN, P.E., P.L.S.
P.O. Box 4075 Ph (228) 896-4733
Biloxi, MS 39535 Fax (228) 896-6768

June 4th, 2024

PRE AND POST DRAINAGE CALCULATIONS

Location:
12115 Three Rivers Rd.
Gulfport, Mississippi 39503
PARCEL NO. 0808H-02-095.000

Owner:
L & R Holdings, LLC



PROJECT NO. 23-115

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I. Design Requirements

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

- 2 year
- 10 year
- 25 year

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

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

II. Calculation Methodologies

The calculations for the onsite stormwater peak runoff rates and pond hydrograph routings for the design events were computed in Autodesk Hydrographs 2024. The rational and TR55 method with Kinematic Wave routing was utilized to model the pre and post development runoff conditions for the pre and post peak runoff rates and the pond hydrograph routing. The rational method was employed to analyze the new on-site stormwater facilities. The proposed system is designed for the 10-year design event.

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

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

III. Description of Existing Conditions

The approximately 3.65 acre project site is located along the West side of Three Rivers Road in Harrison County, MS. The site itself drains from East to West at an average slope of 1.00 % in its current state.

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

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

- Hia- (Harleston fine sandy loam, 0 to 2 percent slopes)
- PoA - (Poarch fine sandy loam, 0 to 2 percent slopes)

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

The time of concentration was calculated using the rational and TR55 sheet flow method. A sheet flow length of 300 feet and at a slope of 1.0% coupled with a manning's "n" value of 0.25 (short grass). The remainder of the hydraulic grade line was designed as shallow flow at 1.00%.

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

The composite C value = 0.30

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

IV. Description of Proposed Improvements

The project will consist of construction of 9 Single Family homes on 0.25 average acre lots, and 383 lf of pavement. (1) Pond is being proposed to retain rainfall to Pre Development Conditions.

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

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

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

V. Detention Pond Analysis

A detention pond was designed to mitigate stormwater peak runoff rates per the design criteria storm events. The Pond accepts sheet flow from the lots and channel flow from roadway gutters then conveys that water through (1) proposed pipes (1) 19X30" RCPA pipe (sloped at 0.20%) and (1) 6" pipe (sloped at 0.50%) that control the release flowrate of the pond A.

Modelling was performed in Autodesk Hydrographs 2024 using the Kinematic Wave routing method. Watershed runoff rates were calculated using the rational and TR55 method. Actual pond storage volumes versus stages were calculated using the contour areas as designed in AutoCAD Civil 3D and imported in Storm and Sanitary Analysis (SSA).

At the storm event, the 100 year-24-hour event, a peak storage elevation of 50.02 was noted in proposed pond A. This corresponds to a ponding depth of 2.02 feet maximum in proposed pond A.

VI. Maintenance of Stormwater Facilities

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

The owner shall do the following maintenance:

- Vegetation and grass mowing
 - Proper vegetation is required on earth dams. Mowing is necessary to control the establishment of woody growth and to maintain the vegetative cover. The embankment and the area upstream and downstream of embankment need to be mowed. Mowing shall be done at least three times per year.
- Tree and brush removal
 - Trees and shrubs will not be allowed on the embankment. Trees that have grown on the embankment shall be removed. Stumps and all woody materials must be removed to about 30 inches below the ground surfaces.
- Trash Removal
 - Trash rack units should be checked periodically, and especially after storm events. Accumulated debris should be removed, and maintenance performed if necessary. An annual inspection of the pond perimeters should be done. Potentially damaging fallen trees, debris and sediment should be removed. Periodic removal of floating debris to prevent clogging of the spillway should be done.
- Erosion and Slope Protection

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

VII. Results and Conclusion

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

Figure 4: Total Site Peak Runoff Rates Pond

Storm Event	Pre- Development (cfs)	Post Development (cfs)	Reduction
2	1.79	1.15	0.64
10	2.52	1.25	1.27
25	2.96	1.31	1.65
50	3.30	1.36	1.94
100	3.64	1.40	2.24

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

Appendix A

Soil Survey Information

Soil Map—Harrison County, Mississippi
(River Place)



Soil Map—Harrison County, Mississippi
(River Place)

MAP LEGEND

Area of Interest (AOI)		Spoil Area
Area of Interest (AOI)		Stony Spot
Soils		Very Stony Spot
Soil Map Unit Polygons		Wet Spot
Soil Map Unit Lines		Other
Soil Map Unit Points		Special Line Features
Special Point Features		Water Features
Blowout		Streams and Canals
Borrow Pit		Transportation
Clay Spot		Rails
Closed Depression		Interstate Highways
Gravel Pit		US Routes
Gravelly Spot		Major Roads
Landfill		Local Roads
Lava Flow		Background
Marsh or swamp		Aerial Photography
Mine or Quarry		
Miscellaneous Water		
Perennial Water		
Rock Outcrop		
Saline Spot		
Sandy Spot		
Severely Eroded Spot		
Sinkhole		
Slide or Slip		
Sodic Spot		

MAP INFORMATION

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

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

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

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

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Harrison County, Mississippi
Survey Area Data: Version 20, Sep 9, 2023

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

Date(s) aerial images were photographed: Feb 13, 2023—Feb 19, 2023

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

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
HIA	Harleston fine sandy loam, 0 to 2 percent slopes	3.9	45.4%
PoA	Poarch fine sandy loam, 0 to 2 percent slopes	4.7	54.6%
Totals for Area of Interest		8.6	100.0%

Appendix B

Rainfall Data, C values



NOAA Atlas 14, Volume 9, Version 2
 Location name: Gulfport, Mississippi, USA*
 Latitude: 30.4603°, Longitude: -89.0708°
 Elevation: 53 ft**
 * source: ESRI Maps
 ** source: USGS



POINT PRECIPITATION FREQUENCY ESTIMATES

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

NOAA, National Weather Service, Silver Spring, Maryland

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

PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches/hour) ¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	6.96 (5.70-8.53)	8.00 (6.54-9.80)	9.67 (7.88-11.9)	11.0 (8.93-13.5)	12.8 (10.1-16.0)	14.2 (10.9-17.8)	15.5 (11.6-19.7)	16.8 (12.1-21.7)	18.5 (12.8-24.2)	19.7 (13.4-26.1)
10-min	5.09 (4.17-6.25)	5.86 (4.79-7.18)	7.08 (5.77-8.69)	8.06 (6.54-9.92)	9.39 (7.36-11.7)	10.4 (7.99-13.0)	11.3 (8.47-14.4)	12.3 (8.85-15.9)	13.5 (9.40-17.7)	14.4 (9.82-19.1)
15-min	4.14 (3.39-5.08)	4.76 (3.89-5.84)	5.75 (4.69-7.06)	6.56 (5.32-8.06)	7.63 (5.98-9.50)	8.44 (6.49-10.6)	9.22 (6.89-11.7)	10.0 (7.20-12.9)	11.0 (7.64-14.4)	11.7 (7.98-15.5)
30-min	3.13 (2.56-3.83)	3.61 (2.95-4.43)	4.39 (3.58-5.39)	5.02 (4.07-6.17)	5.86 (4.60-7.30)	6.49 (4.99-8.15)	7.11 (5.30-9.03)	7.71 (5.55-9.94)	8.49 (5.90-11.1)	9.05 (6.16-12.0)
60-min	2.09 (1.71-2.56)	2.41 (1.97-2.95)	2.93 (2.39-3.59)	3.37 (2.73-4.14)	3.98 (3.14-4.99)	4.47 (3.45-5.64)	4.96 (3.72-6.34)	5.47 (3.95-7.09)	6.16 (4.29-8.10)	6.68 (4.55-8.86)
2-hr	1.31 (1.08-1.60)	1.50 (1.24-1.83)	1.83 (1.50-2.23)	2.11 (1.72-2.58)	2.52 (2.00-3.15)	2.85 (2.21-3.58)	3.19 (2.40-4.06)	3.54 (2.58-4.57)	4.03 (2.83-5.28)	4.42 (3.03-5.82)
3-hr	0.982 (0.810-1.19)	1.12 (0.926-1.36)	1.37 (1.13-1.67)	1.59 (1.30-1.94)	1.92 (1.54-2.40)	2.19 (1.71-2.75)	2.47 (1.88-3.15)	2.78 (2.03-3.58)	3.21 (2.26-4.19)	3.55 (2.44-4.65)
6-hr	0.591 (0.490-0.712)	0.683 (0.565-0.823)	0.846 (0.698-1.02)	0.993 (0.816-1.20)	1.21 (0.976-1.51)	1.40 (1.10-1.74)	1.59 (1.21-2.01)	1.80 (1.33-2.31)	2.10 (1.49-2.73)	2.34 (1.62-3.04)
12-hr	0.347 (0.289-0.415)	0.409 (0.340-0.490)	0.517 (0.429-0.620)	0.612 (0.506-0.736)	0.753 (0.609-0.930)	0.868 (0.686-1.08)	0.990 (0.759-1.24)	1.12 (0.828-1.42)	1.30 (0.930-1.68)	1.44 (1.01-1.87)
24-hr	0.202 (0.169-0.240)	0.241 (0.201-0.286)	0.307 (0.256-0.366)	0.366 (0.304-0.436)	0.450 (0.365-0.551)	0.519 (0.412-0.638)	0.590 (0.455-0.736)	0.666 (0.495-0.841)	0.771 (0.554-0.988)	0.854 (0.599-1.10)
2-day	0.115 (0.097-0.136)	0.136 (0.114-0.161)	0.173 (0.145-0.204)	0.205 (0.171-0.243)	0.252 (0.205-0.306)	0.290 (0.231-0.354)	0.330 (0.256-0.408)	0.372 (0.278-0.467)	0.431 (0.312-0.549)	0.477 (0.337-0.610)
3-day	0.082 (0.069-0.096)	0.096 (0.081-0.114)	0.122 (0.102-0.144)	0.144 (0.121-0.170)	0.177 (0.145-0.214)	0.203 (0.163-0.248)	0.231 (0.180-0.285)	0.261 (0.196-0.326)	0.302 (0.219-0.383)	0.334 (0.237-0.425)
4-day	0.065 (0.055-0.076)	0.076 (0.064-0.089)	0.095 (0.080-0.112)	0.113 (0.094-0.133)	0.138 (0.113-0.166)	0.158 (0.127-0.192)	0.179 (0.140-0.221)	0.202 (0.152-0.252)	0.234 (0.170-0.296)	0.259 (0.184-0.329)
7-day	0.043 (0.036-0.050)	0.049 (0.042-0.058)	0.061 (0.052-0.071)	0.071 (0.060-0.083)	0.086 (0.071-0.104)	0.098 (0.079-0.119)	0.111 (0.087-0.136)	0.124 (0.094-0.154)	0.143 (0.105-0.180)	0.158 (0.113-0.200)
10-day	0.034 (0.029-0.039)	0.038 (0.033-0.045)	0.047 (0.040-0.055)	0.054 (0.046-0.064)	0.065 (0.054-0.078)	0.074 (0.060-0.089)	0.083 (0.065-0.101)	0.093 (0.070-0.115)	0.106 (0.078-0.133)	0.117 (0.084-0.147)
20-day	0.022 (0.019-0.026)	0.025 (0.021-0.029)	0.030 (0.026-0.035)	0.034 (0.029-0.040)	0.040 (0.033-0.048)	0.045 (0.036-0.054)	0.050 (0.039-0.060)	0.055 (0.042-0.067)	0.062 (0.046-0.077)	0.068 (0.049-0.085)
30-day	0.018 (0.015-0.021)	0.020 (0.017-0.023)	0.024 (0.020-0.028)	0.027 (0.023-0.031)	0.031 (0.026-0.037)	0.035 (0.028-0.041)	0.038 (0.030-0.046)	0.042 (0.032-0.051)	0.047 (0.034-0.058)	0.050 (0.036-0.063)
45-day	0.014 (0.012-0.017)	0.016 (0.014-0.019)	0.019 (0.017-0.022)	0.022 (0.019-0.025)	0.025 (0.021-0.030)	0.028 (0.023-0.033)	0.030 (0.024-0.036)	0.033 (0.025-0.040)	0.036 (0.027-0.044)	0.038 (0.028-0.048)
60-day	0.012 (0.011-0.014)	0.014 (0.012-0.016)	0.017 (0.014-0.019)	0.019 (0.016-0.022)	0.022 (0.018-0.025)	0.024 (0.019-0.028)	0.026 (0.020-0.031)	0.028 (0.021-0.033)	0.030 (0.022-0.037)	0.032 (0.023-0.039)

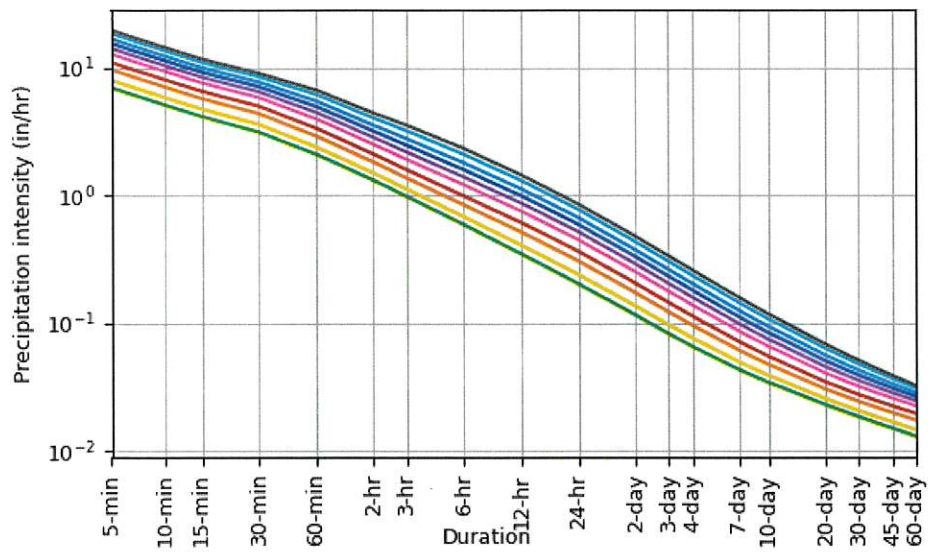
¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).
 Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and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

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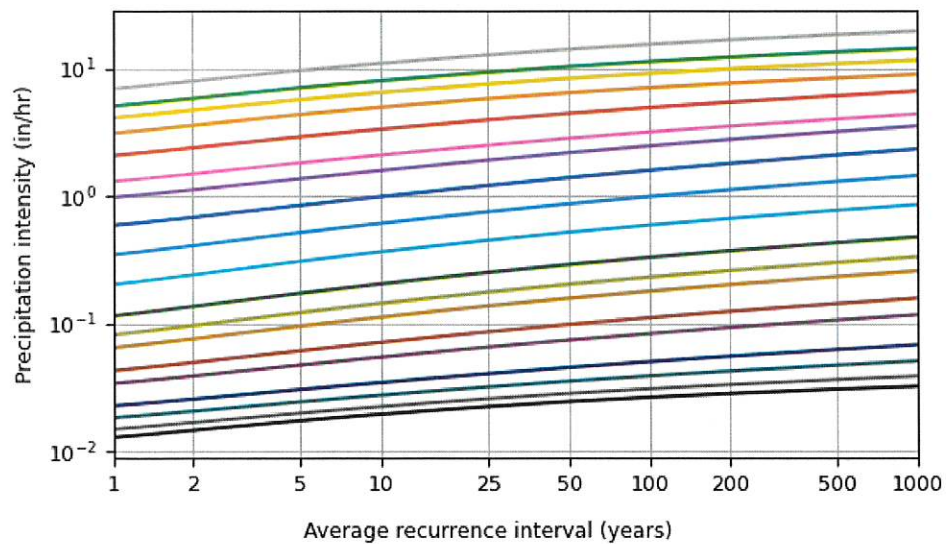
PF graphical

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

Latitude: 30.4603°, Longitude: -89.0708°



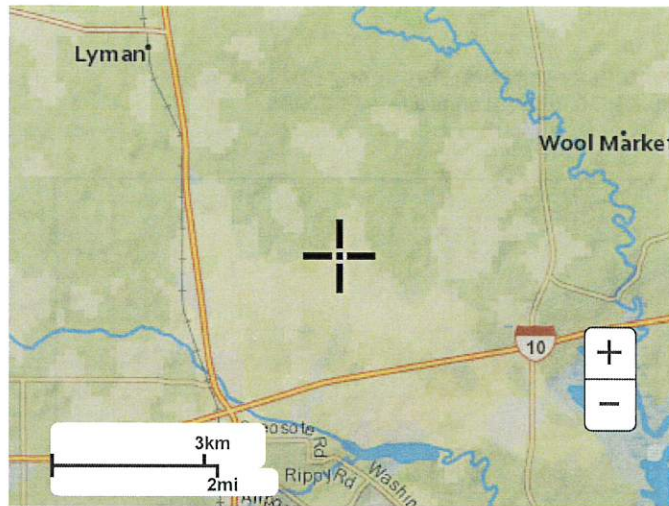
Average recurrence interval (years)	
1	2
5	10
25	50
100	200
500	1000



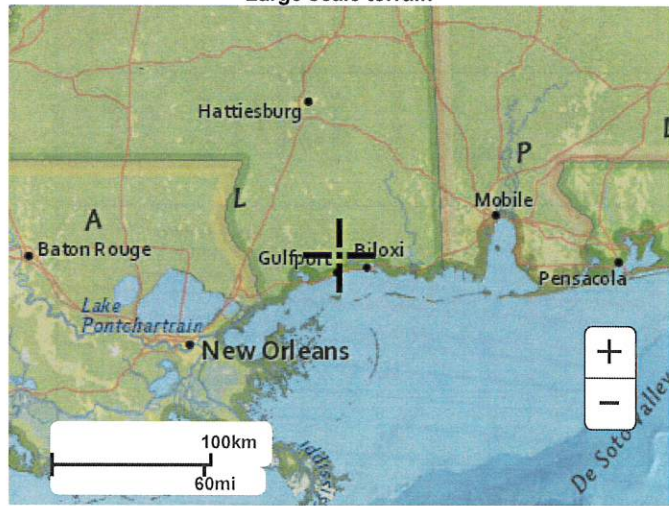
Duration	
5-min	2-day
10-min	3-day
15-min	4-day
30-min	7-day
60-min	10-day
2-hr	20-day
3-hr	30-day
6-hr	45-day
12-hr	60-day
24-hr	

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

Small scale terrain



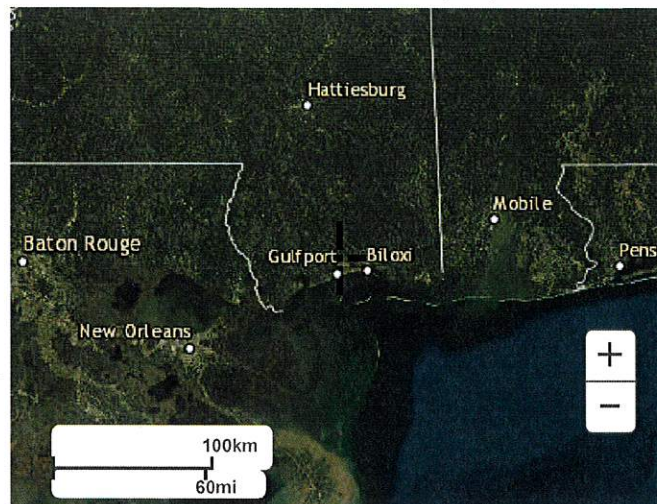
Large scale terrain



Large scale map



Large scale aerial



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1325 East West Highway
Silver Spring, MD 20910
Questions?: HDSC.Questions@noaa.gov

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Runoff Coefficients (C)

Area Description	Coefficient Value	Typical Design
Business:		
Central business	0.70 - 0.95	
District and local	0.50 - 0.70	
Residential:		
Single family	0.35 - 0.45	
Multi-units detached	0.40 - 0.75	
Suburban	0.25 - 0.40	
Apartments	0.50 - 0.70	
Industrial:		
Light	0.50 - 0.80	
Heavy	0.60 - 0.90	
Parks, cemeteries	0.10 - 0.25	
Playgrounds	0.20 - 0.35	
Railroad yards	0.20 - 0.40	
Lawns		
Sandy soil	0.05 - 0.20	
Heavy soil	0.18 - 0.35	0.30
Unimproved	0.10 - 0.30	0.20
Asphaltic	0.70 - 0.95	0.90
Concrete	0.80 - 0.95	0.90
Roofs	0.75 - 0.95	0.90

Source: ASCE

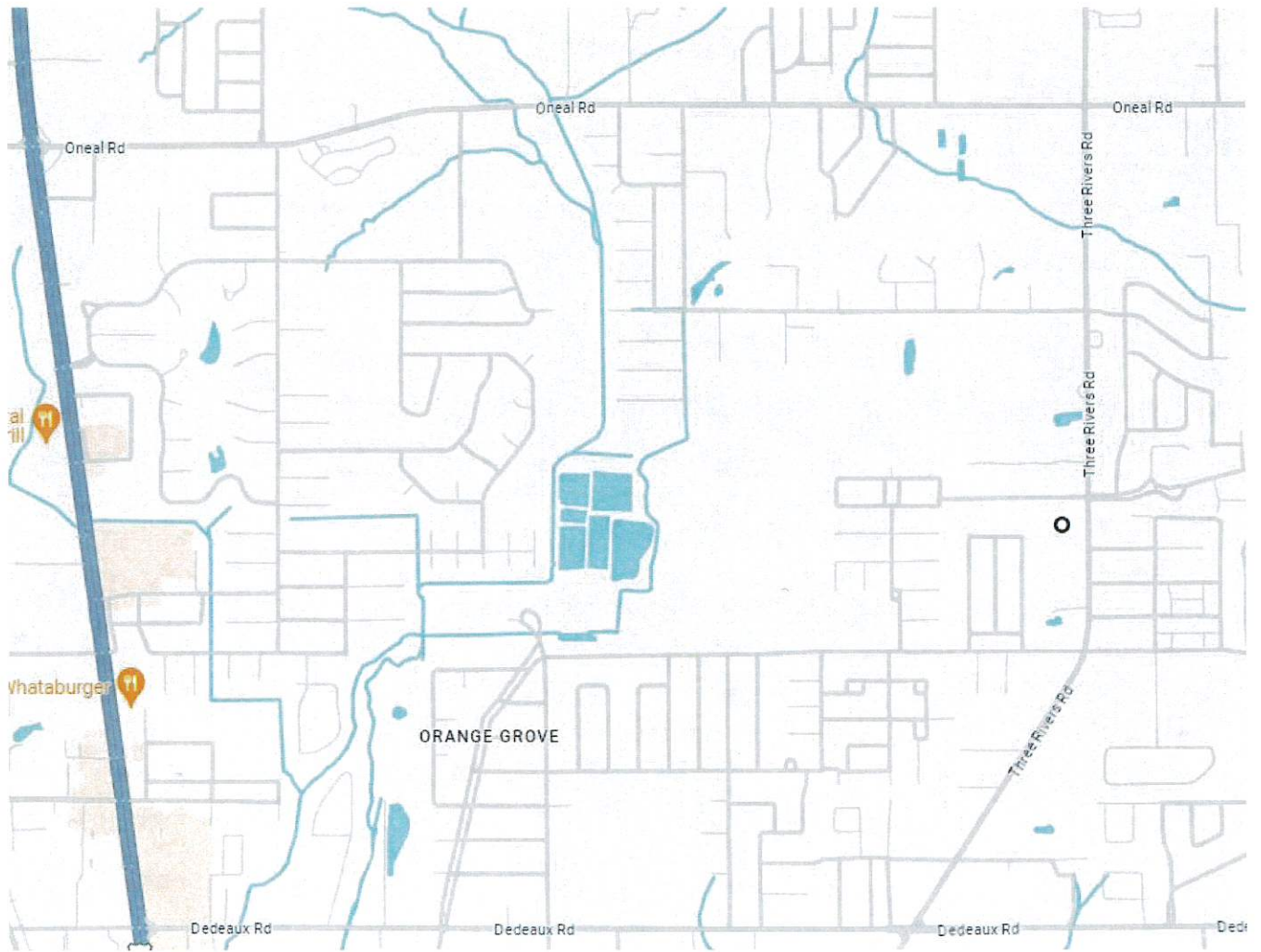
Manning's n-Values

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

Source: Soil Conservation Service TR-55

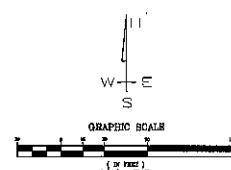
Appendix C

Vicinity Map



Appendix D

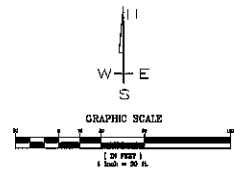
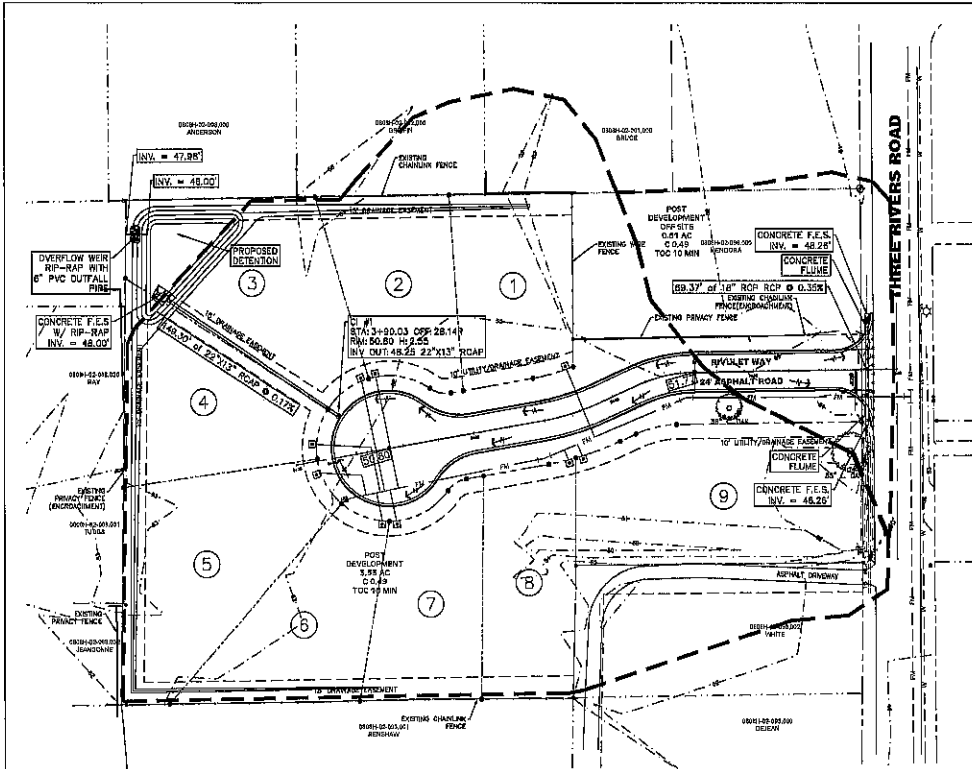
Pre-Development Drainage Map



Date Rec'd _____ By _____	DDI Dept. _____ Div. _____ Subdiv. _____ Project _____ File # _____	Special Projects Development Branchmap Map Date: 5/24/74 Drawn by: C.E.V. Project: _____ Prepared by: E.H.S. Checked by: _____ Date: _____ Title: _____	 HEINRICH & ASSOCIATES CONSULTANTS AND ENGINEERS 10000 Wilshire Blvd., Suite 1000 Beverly Hills, CA 90210 Phone (213) 949-2600	In Association With TME TERRY MORAN, P.E., P.L.S. 10000 Wilshire Blvd., Suite 1000 Beverly Hills, CA 90210 Phone (213) 949-2600 ENGINEERING & SURVEYING
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Appendix E

Post-Development Drainage Map



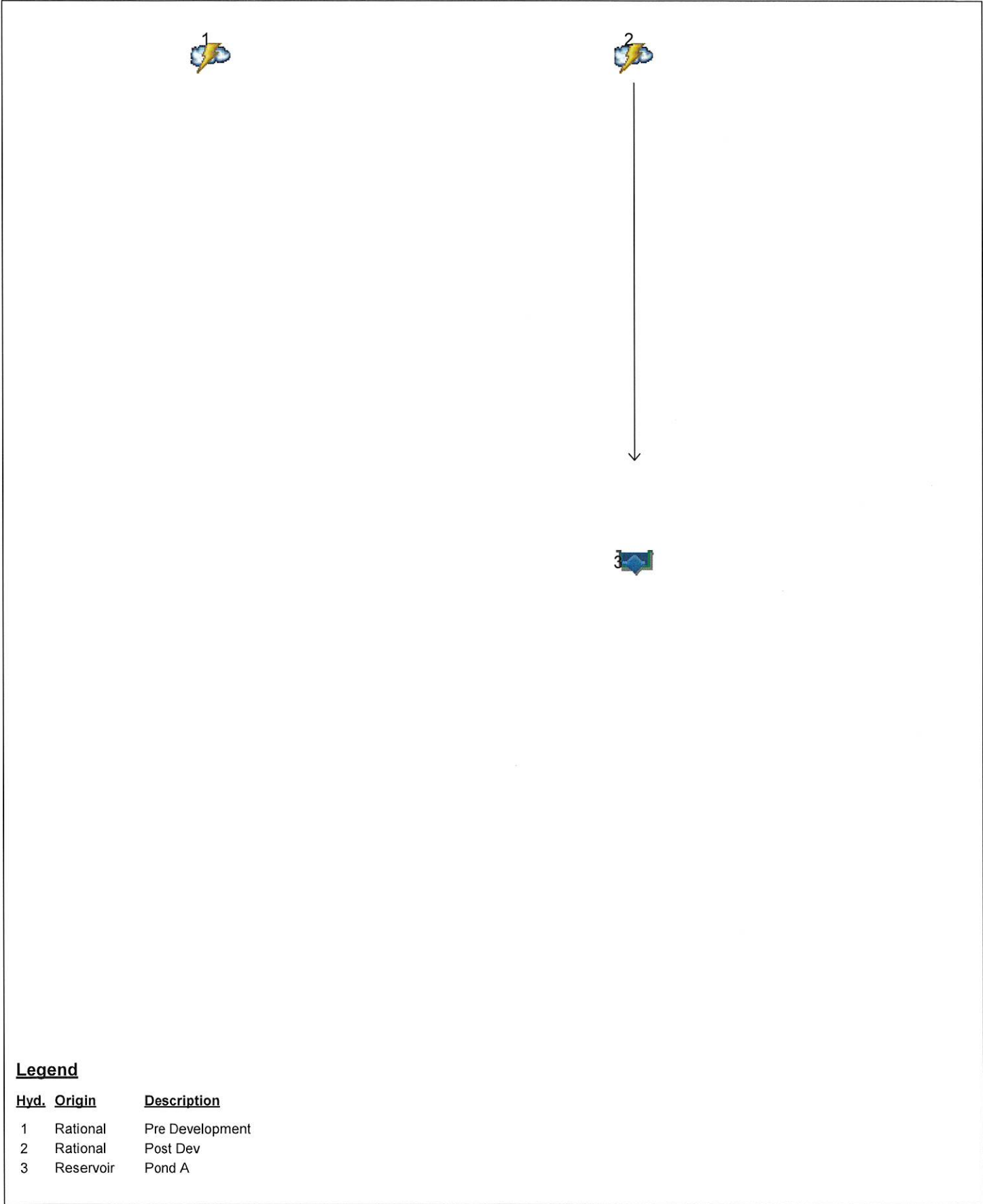
TME TERRY MORAN, P.E., P.L.S. 1000 Hwy 100, Suite 100, Concord, MA 01742 TEL: 508/866-2231 FAX: 508/866-2232	Henrich & Associates 1000 Hwy 100, Suite 100, Concord, MA 01742 TEL: 508/866-2231 FAX: 508/866-2232	
	POST DEVELOPMENT DRAINAGE MAP Project: HYPER PLACE SUBDIVISION Location: HYPER PLACE, MA Date: 5/15/24 Drawn by: J.E.H. Check by: J.E.H.	

Appendix F

Pond Report

Watershed Model Schematic

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



Legend

Hyd.	Origin	Description
1	Rational	Pre Development
2	Rational	Post Dev
3	Reservoir	Pond A

Hydraflow Table of Contents

D:\CVI\Projects\Heinrich\016-River Place\Current\Report\River Place Rat.gpw

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Hydrograph Report

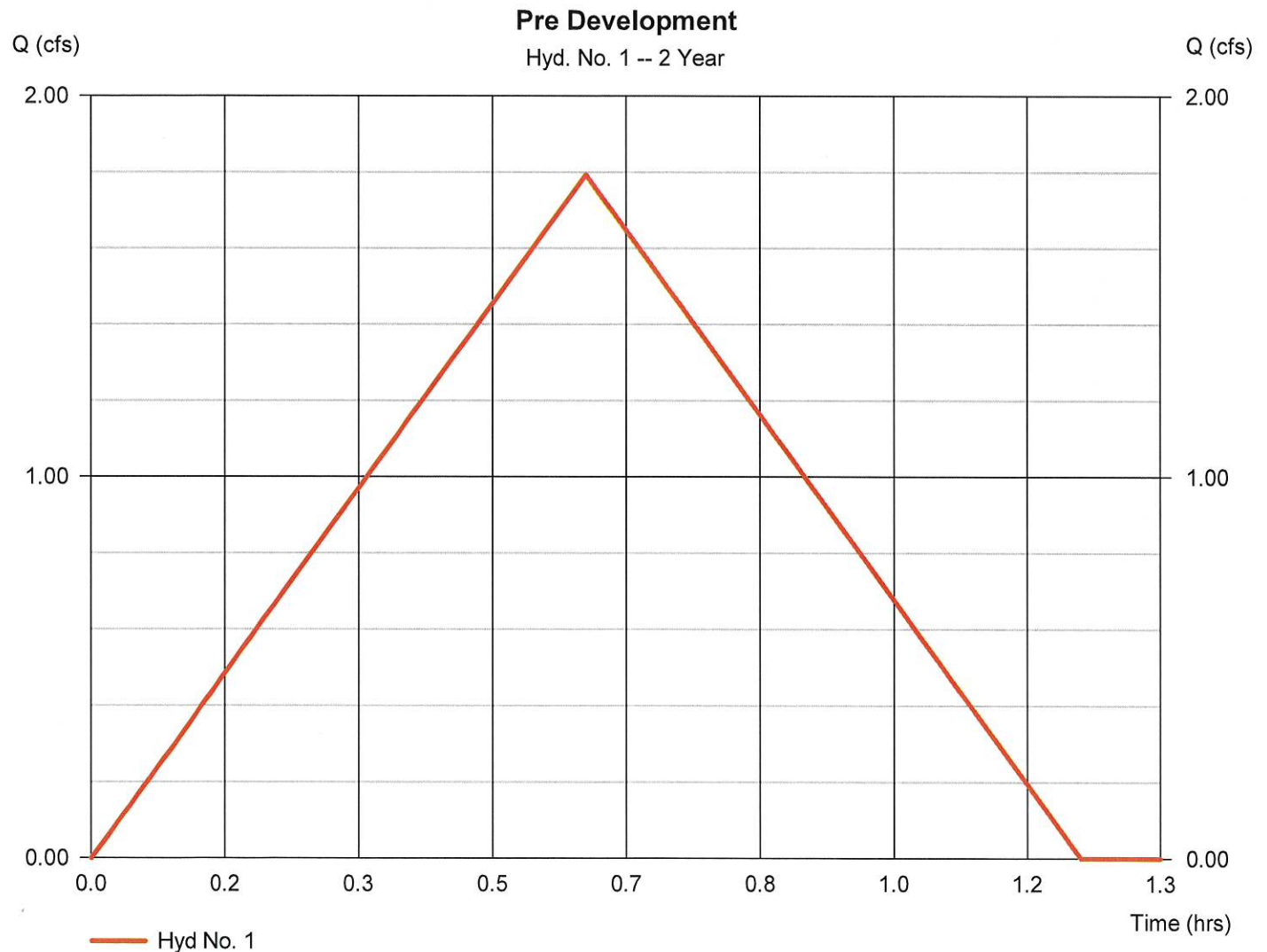
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Monday, 06 / 3 / 2024

Hyd. No. 1

Pre Development

Hydrograph type	= Rational	Peak discharge	= 1.794 cfs
Storm frequency	= 2 yrs	Time to peak	= 0.62 hrs
Time interval	= 1 min	Hyd. volume	= 3,983 cuft
Drainage area	= 3.040 ac	Runoff coeff.	= 0.25
Intensity	= 2.361 in/hr	Tc by TR55	= 37.00 min
IDF Curve	= Gulfport-MS.IDF	Asc/Rec limb fact	= 1/1



TR55 Tc Worksheet

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

Hyd. No. 1

Pre Development

<u>Description</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Totals</u>
Sheet Flow				
Manning's n-value	= 0.240	0.011	0.011	
Flow length (ft)	= 300.0	0.0	0.0	
Two-year 24-hr precip. (in)	= 5.79	0.00	0.00	
Land slope (%)	= 1.00	0.00	0.00	
Travel Time (min)	= 33.71	+	0.00	+
			0.00	= 33.71
Shallow Concentrated Flow				
Flow length (ft)	= 284.00	0.00	0.00	
Watercourse slope (%)	= 1.00	0.00	0.00	
Surface description	= Unpaved	Paved	Paved	
Average velocity (ft/s)	=1.61	0.00	0.00	
Travel Time (min)	= 2.93	+	0.00	+
			0.00	= 2.93
Channel Flow				
X sectional flow area (sqft)	= 0.00	0.00	0.00	
Wetted perimeter (ft)	= 0.00	0.00	0.00	
Channel slope (%)	= 0.00	0.00	0.00	
Manning's n-value	= 0.015	0.015	0.015	
Velocity (ft/s)	=0.00	0.00	0.00	
Flow length (ft)	{{0}}0.0	0.0	0.0	
Travel Time (min)	= 0.00	+	0.00	+
			0.00	= 0.00
Total Travel Time, Tc				37.00 min

Hydrograph Report

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

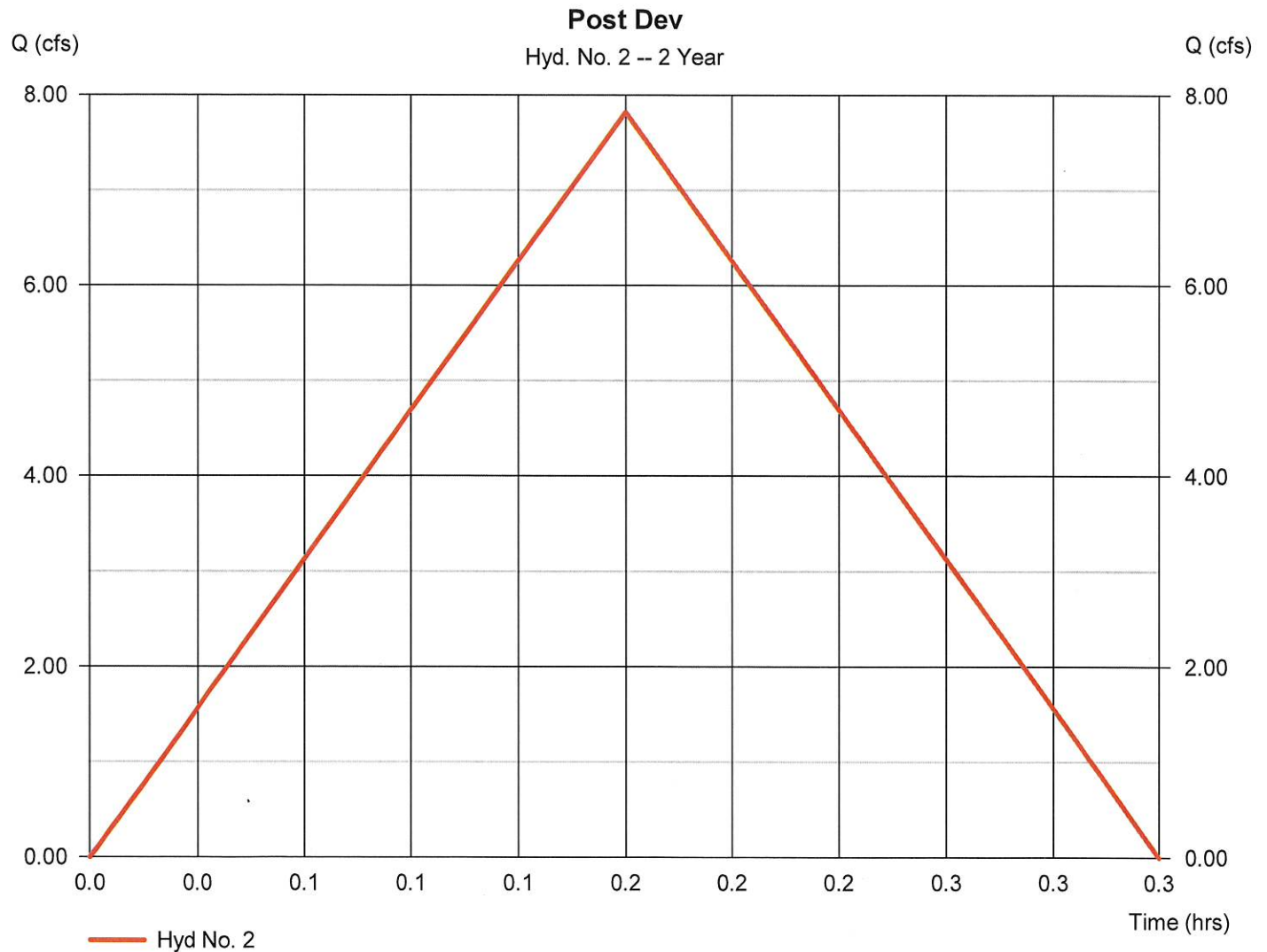
Monday, 06 / 3 / 2024

Hyd. No. 2

Post Dev

Hydrograph type	= Rational	Peak discharge	= 7.823 cfs
Storm frequency	= 2 yrs	Time to peak	= 0.17 hrs
Time interval	= 1 min	Hyd. volume	= 4,694 cuft
Drainage area	= 3.530 ac	Runoff coeff.	= 0.48*
Intensity	= 4.617 in/hr	Tc by User	= 10.00 min
IDF Curve	= Gulfport-MS.IDF	Asc/Rec limb fact	= 1/1

* Composite (Area/C) = $[(0.230 \times 0.90) + (3.300 \times 0.45)] / 3.530$



Hydrograph Report

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

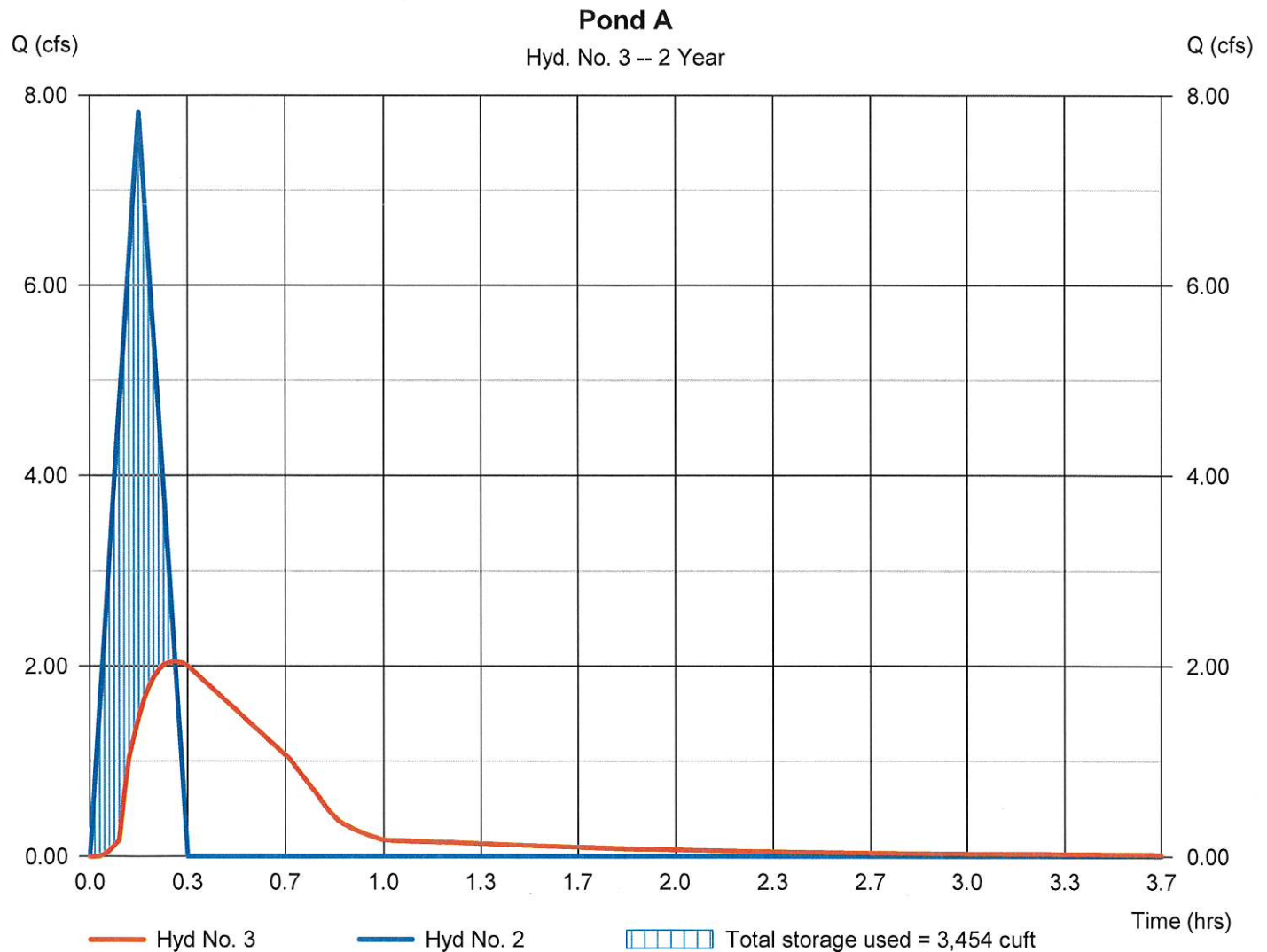
Monday, 06 / 3 / 2024

Hyd. No. 3

Pond A

Hydrograph type	= Reservoir	Peak discharge	= 2.044 cfs
Storm frequency	= 2 yrs	Time to peak	= 0.28 hrs
Time interval	= 1 min	Hyd. volume	= 4,682 cuft
Inflow hyd. No.	= 2 - Post Dev	Max. Elevation	= 50.02 ft
Reservoir name	= POND A	Max. Storage	= 3,454 cuft

Storage Indication method used.



Pond Report

8

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

Monday, 06 / 3 / 2024

Pond No. 1 - POND A

Pond Data

Contours -User-defined contour areas. Conic method used for volume calculation. Beginning Elevation = 48.00 ft

Stage / Storage Table

Stage (ft)	Elevation (ft)	Contour area (sqft)	Incr. Storage (cuft)	Total storage (cuft)
0.00	48.00	1,129	0	0
1.00	49.00	1,669	1,390	1,390
2.00	50.00	2,285	1,969	3,359
3.00	51.00	6,897	4,384	7,742
4.00	52.00	13,569	10,046	17,788

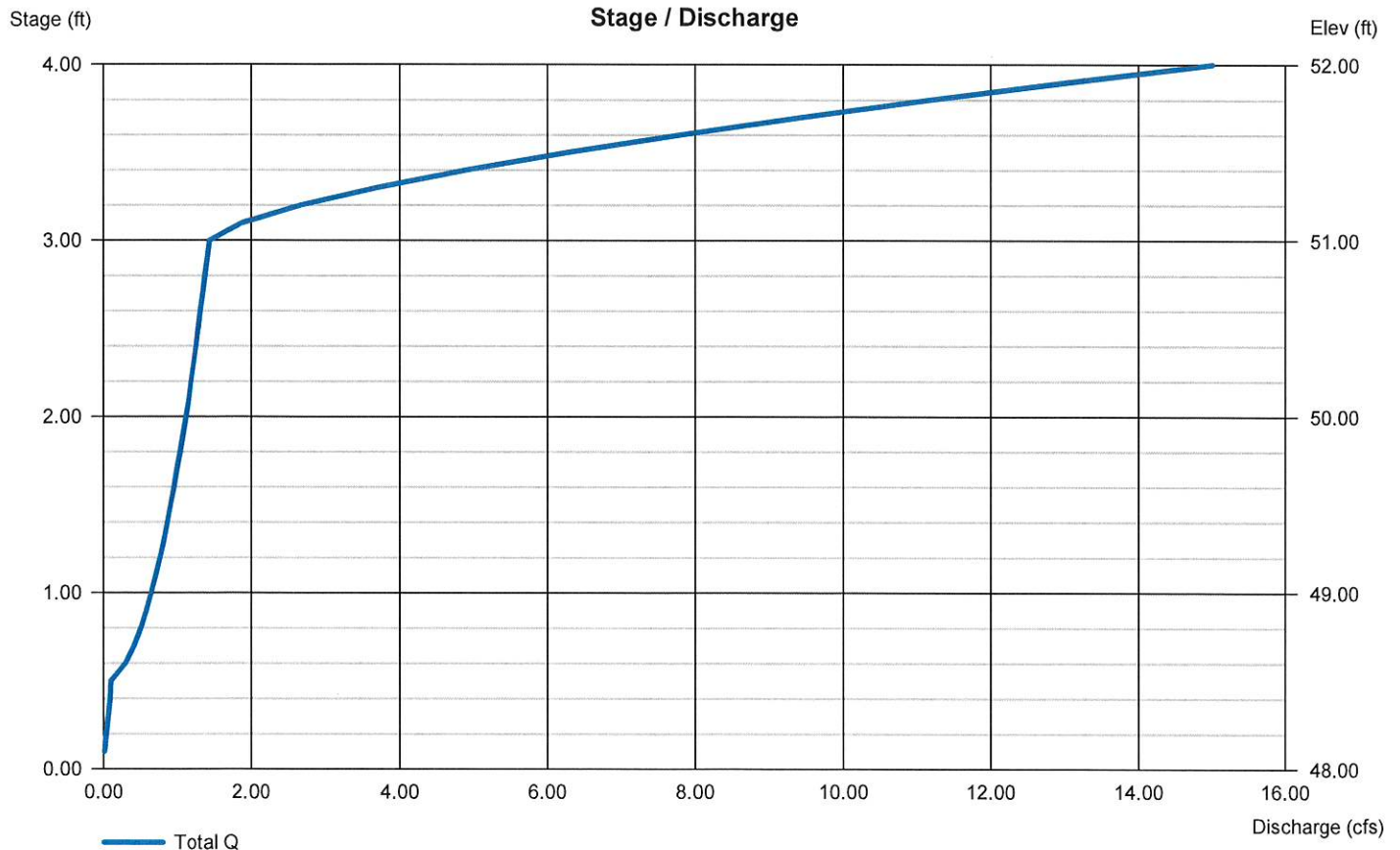
Culvert / Orifice Structures

	[A]	[B]	[C]	[PrfRsr]
Rise (in)	= 6.00	0.00	0.00	0.00
Span (in)	= 6.00	0.00	0.00	0.00
No. Barrels	= 1	0	0	0
Invert El. (ft)	= 48.00	0.00	0.00	0.00
Length (ft)	= 20.00	0.00	0.00	0.00
Slope (%)	= 0.05	0.00	0.00	n/a
N-Value	= .013	.013	.013	n/a
Orifice Coeff.	= 0.60	0.60	0.60	0.60
Multi-Stage	= n/a	No	No	No

Weir Structures

	[A]	[B]	[C]	[D]
Crest Len (ft)	= 4.00	0.00	0.00	0.00
Crest El. (ft)	= 51.00	0.00	0.00	0.00
Weir Coeff.	= 3.33	3.33	3.33	3.33
Weir Type	= Rect	---	---	---
Multi-Stage	= No	No	No	No
Exfil.(in/hr)	= 0.000 (by Contour)			
TW Elev. (ft)	= 0.00			

Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s).



Hydrograph Summary Report

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

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	Rational	2.525	1	37	5,605	-----	-----	-----	Pre Development
2	Rational	10.24	1	10	6,146	-----	-----	-----	Post Dev
3	Reservoir	2.241	1	18	6,134	2	50.30	4,663	Pond A

Hydrograph Report

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

Monday, 06 / 3 / 2024

Hyd. No. 1

Pre Development

Hydrograph type	= Rational	Peak discharge	= 2.525 cfs
Storm frequency	= 10 yrs	Time to peak	= 0.62 hrs
Time interval	= 1 min	Hyd. volume	= 5,605 cuft
Drainage area	= 3.040 ac	Runoff coeff.	= 0.25
Intensity	= 3.322 in/hr	Tc by TR55	= 37.00 min
IDF Curve	= Gulfport-MS.IDF	Asc/Rec limb fact	= 1/1



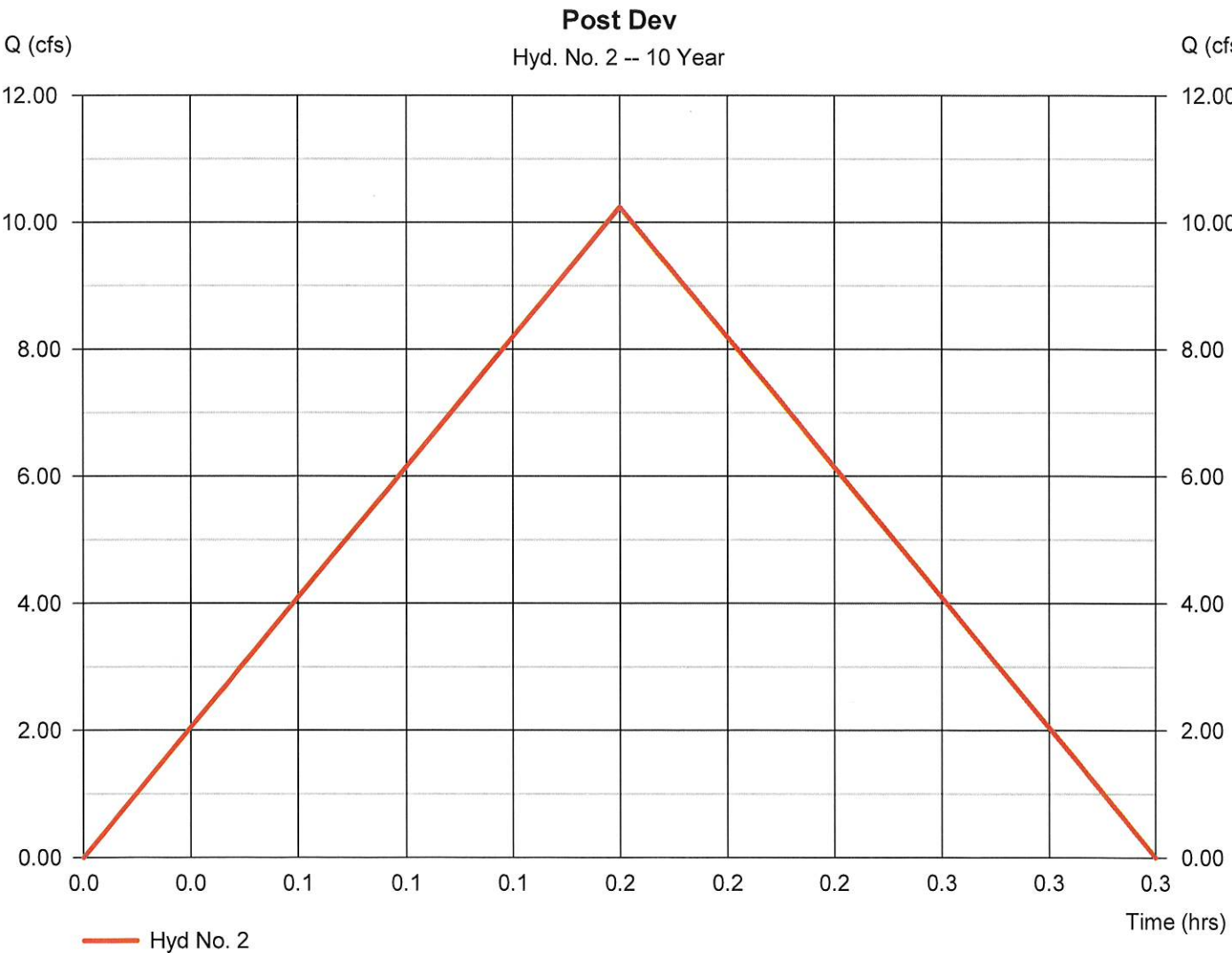
Hydrograph Report

Hyd. No. 2

Post Dev

Hydrograph type	= Rational	Peak discharge	= 10.24 cfs
Storm frequency	= 10 yrs	Time to peak	= 0.17 hrs
Time interval	= 1 min	Hyd. volume	= 6,146 cuft
Drainage area	= 3.530 ac	Runoff coeff.	= 0.48*
Intensity	= 6.045 in/hr	Tc by User	= 10.00 min
IDF Curve	= Gulfport-MS.IDF	Asc/Rec limb fact	= 1/1

* Composite (Area/C) = [(0.230 x 0.90) + (3.300 x 0.45)] / 3.530



Hydrograph Report

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

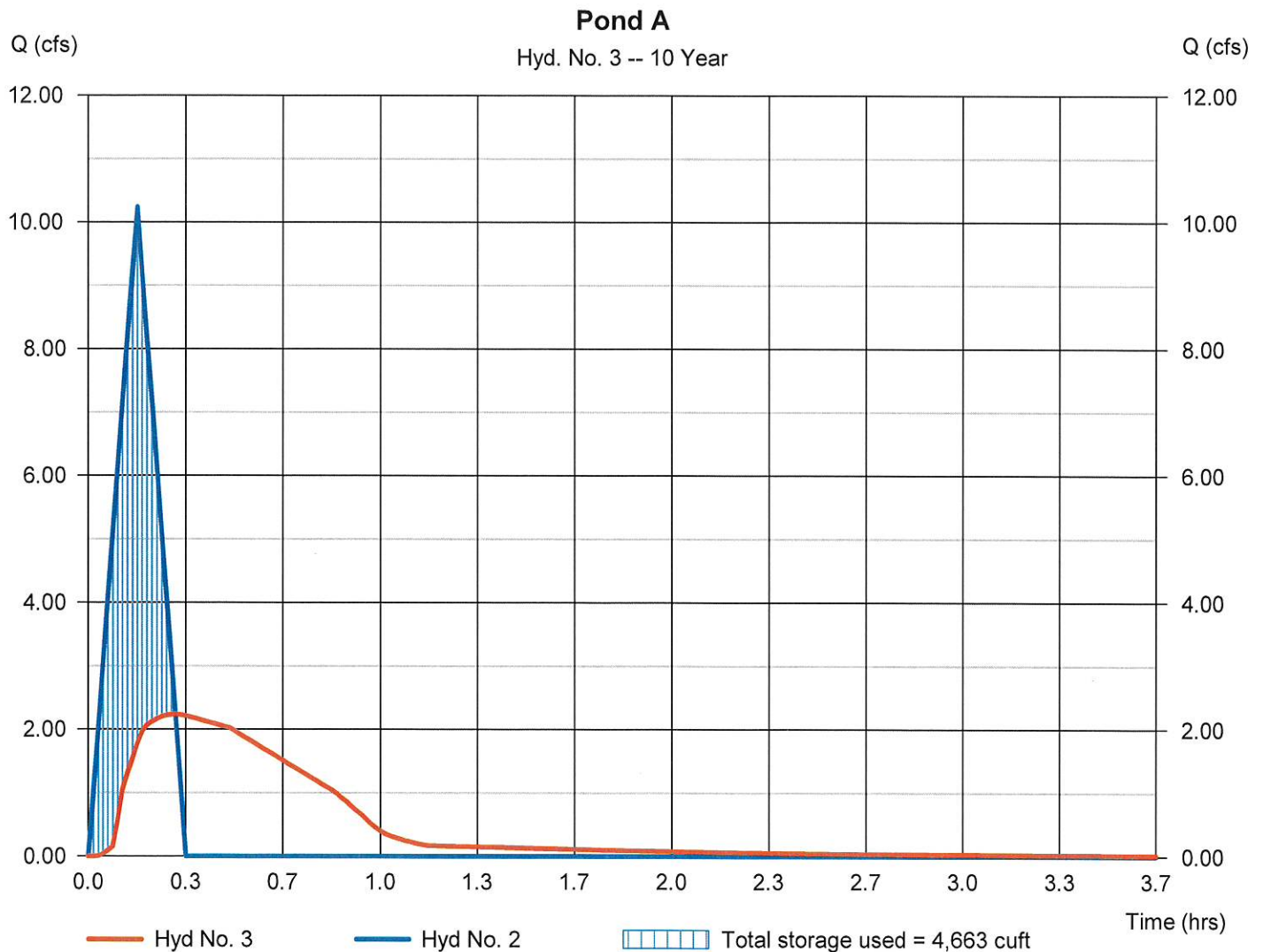
Monday, 06 / 3 / 2024

Hyd. No. 3

Pond A

Hydrograph type	= Reservoir	Peak discharge	= 2.241 cfs
Storm frequency	= 10 yrs	Time to peak	= 0.30 hrs
Time interval	= 1 min	Hyd. volume	= 6,134 cuft
Inflow hyd. No.	= 2 - Post Dev	Max. Elevation	= 50.30 ft
Reservoir name	= POND A	Max. Storage	= 4,663 cuft

Storage Indication method used.



Hydrograph Summary Report

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

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	Rational	2.967	1	37	6,586	----	----	----	Pre Development
2	Rational	11.77	1	10	7,063	----	----	----	Post Dev
3	Reservoir	2.361	1	18	7,051	2	50.48	5,455	Pond A
D:\CVI\Projects\Heinrich\016-River Place\Current Report\River 25 Year Rat.gpw						Monday, 06 / 3 / 2024			

Hydrograph Report

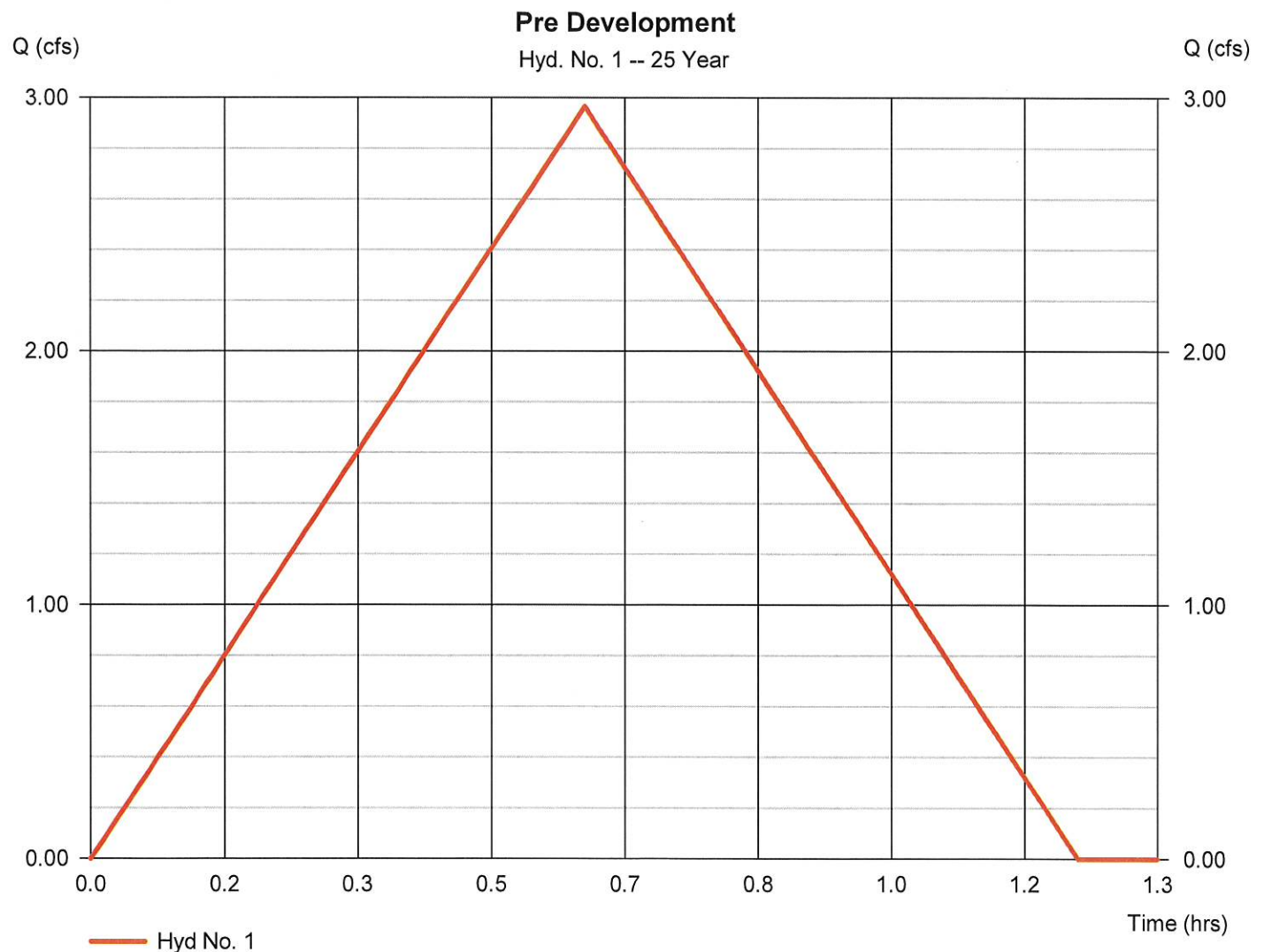
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Monday, 06 / 3 / 2024

Hyd. No. 1

Pre Development

Hydrograph type	= Rational	Peak discharge	= 2.967 cfs
Storm frequency	= 25 yrs	Time to peak	= 0.62 hrs
Time interval	= 1 min	Hyd. volume	= 6,586 cuft
Drainage area	= 3.040 ac	Runoff coeff.	= 0.25
Intensity	= 3.904 in/hr	Tc by TR55	= 37.00 min
IDF Curve	= Gulfport-MS.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

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

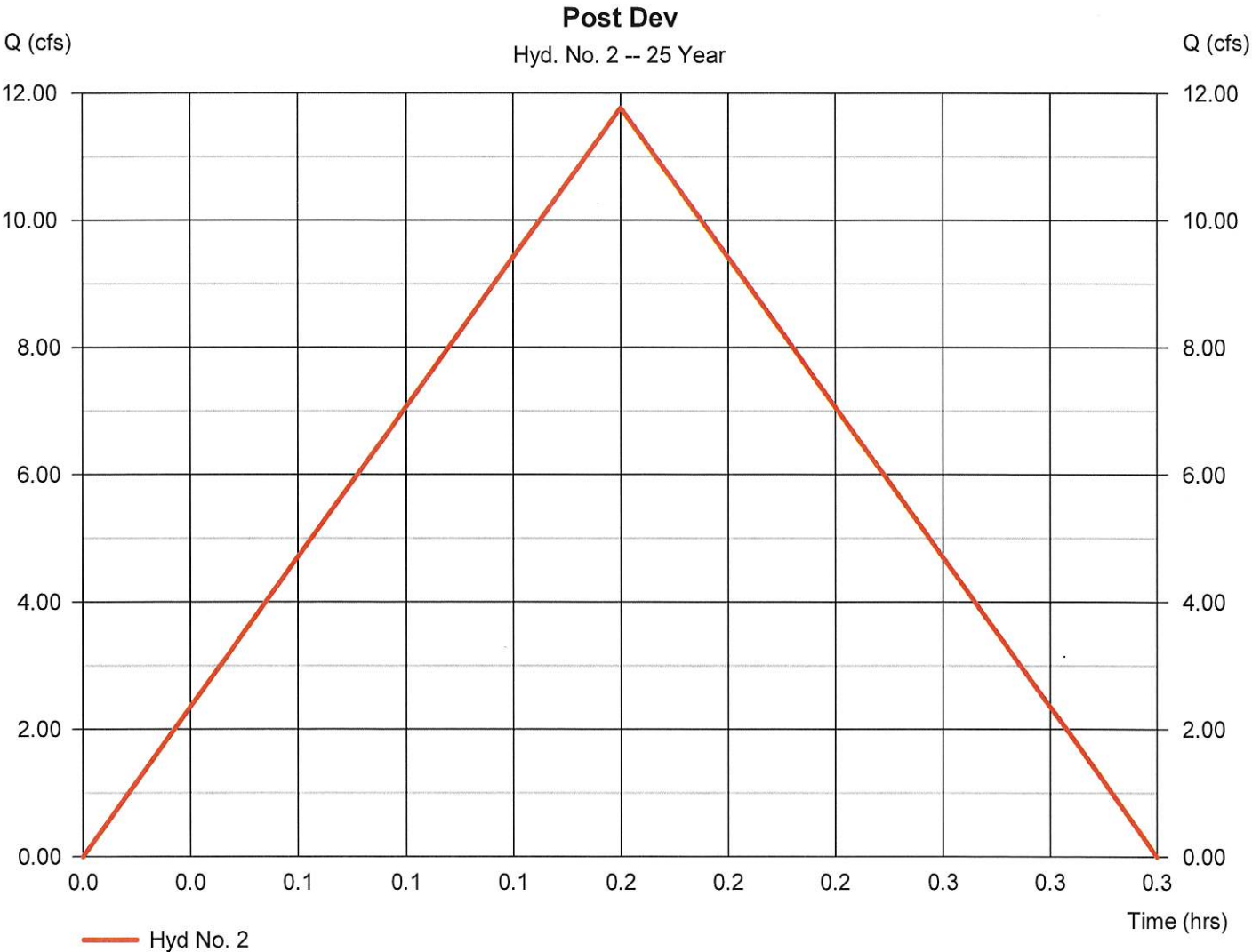
Monday, 06 / 3 / 2024

Hyd. No. 2

Post Dev

Hydrograph type	= Rational	Peak discharge	= 11.77 cfs
Storm frequency	= 25 yrs	Time to peak	= 0.17 hrs
Time interval	= 1 min	Hyd. volume	= 7,063 cuft
Drainage area	= 3.530 ac	Runoff coeff.	= 0.48*
Intensity	= 6.947 in/hr	Tc by User	= 10.00 min
IDF Curve	= Gulfport-MS.IDF	Asc/Rec limb fact	= 1/1

* Composite (Area/C) = [(0.230 x 0.90) + (3.300 x 0.45)] / 3.530



Hydrograph Report

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

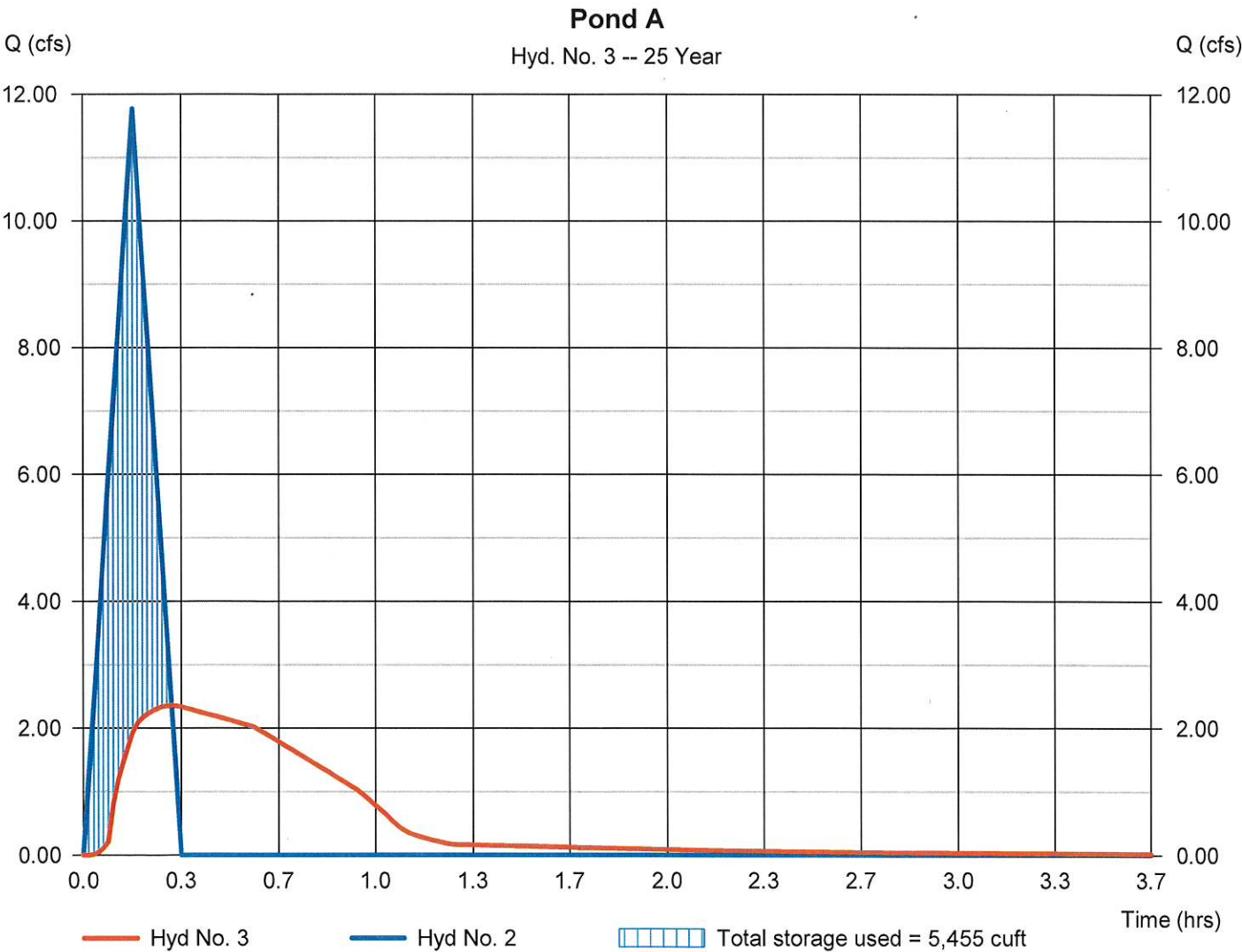
Monday, 06 / 3 / 2024

Hyd. No. 3

Pond A

Hydrograph type	= Reservoir	Peak discharge	= 2.361 cfs
Storm frequency	= 25 yrs	Time to peak	= 0.30 hrs
Time interval	= 1 min	Hyd. volume	= 7,051 cuft
Inflow hyd. No.	= 2 - Post Dev	Max. Elevation	= 50.48 ft
Reservoir name	= POND A	Max. Storage	= 5,455 cuft

Storage Indication method used.



Hydrograph Summary Report

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

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time Interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	Rational	3.304	1	37	7,334	----	----	----	Pre Development
2	Rational	12.97	1	10	7,785	----	----	----	Post Dev
3	Reservoir	2.453	1	18	7,772	2	50.62	6,084	Pond A
D:\CVI\Projects\Heinrich\016-River Place\Current Report\016-River Place Rat.gpw						Monday, 06 / 3 / 2024			

Hydrograph Report

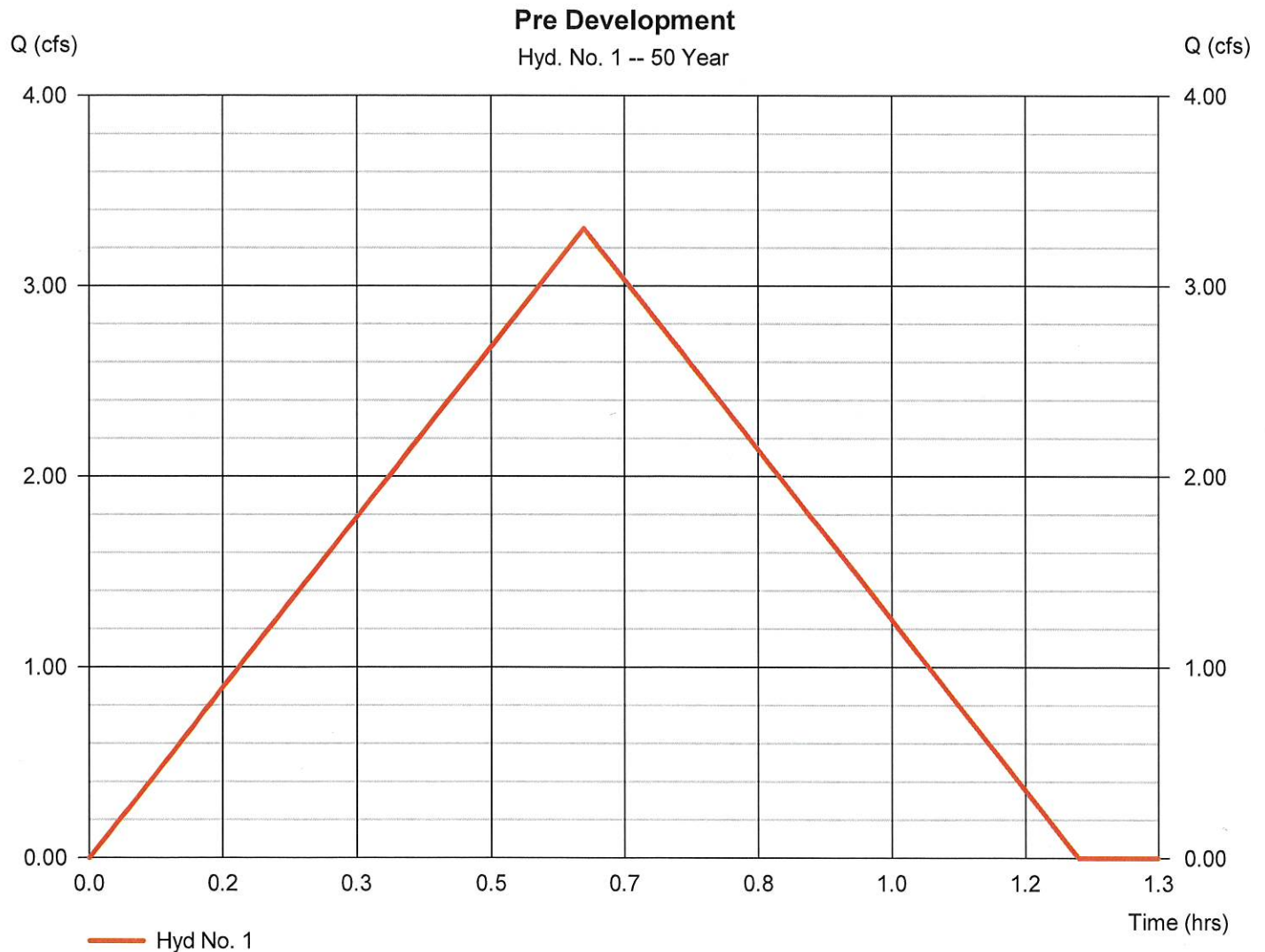
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Monday, 06 / 3 / 2024

Hyd. No. 1

Pre Development

Hydrograph type	= Rational	Peak discharge	= 3.304 cfs
Storm frequency	= 50 yrs	Time to peak	= 0.62 hrs
Time interval	= 1 min	Hyd. volume	= 7,334 cuft
Drainage area	= 3.040 ac	Runoff coeff.	= 0.25
Intensity	= 4.347 in/hr	Tc by TR55	= 37.00 min
IDF Curve	= Gulfport-MS.IDF	Asc/Rec limb fact	= 1/1



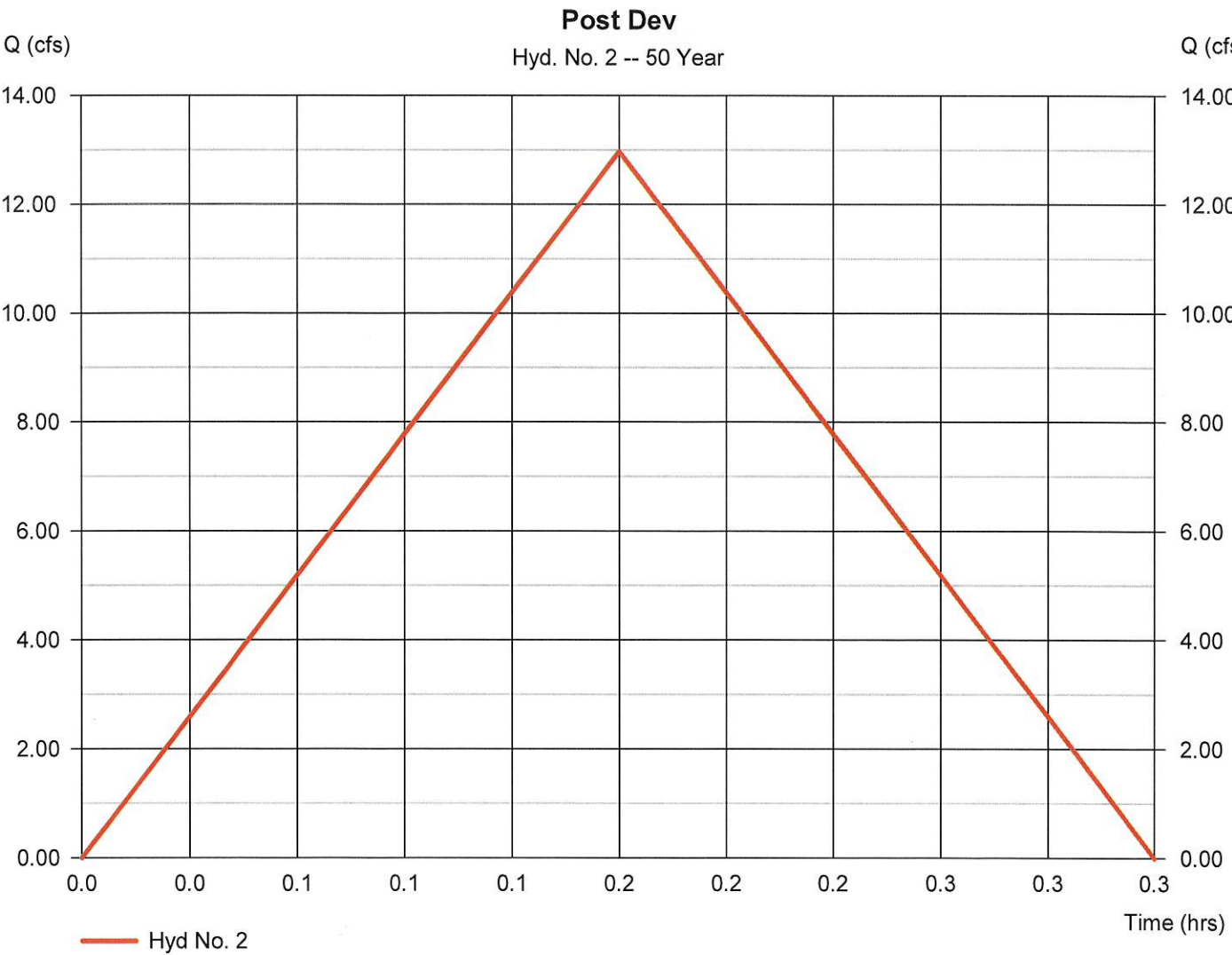
Hydrograph Report

Hyd. No. 2

Post Dev

Hydrograph type	= Rational	Peak discharge	= 12.97 cfs
Storm frequency	= 50 yrs	Time to peak	= 0.17 hrs
Time interval	= 1 min	Hyd. volume	= 7,785 cuft
Drainage area	= 3.530 ac	Runoff coeff.	= 0.48*
Intensity	= 7.657 in/hr	Tc by User	= 10.00 min
IDF Curve	= Gulfport-MS.IDF	Asc/Rec limb fact	= 1/1

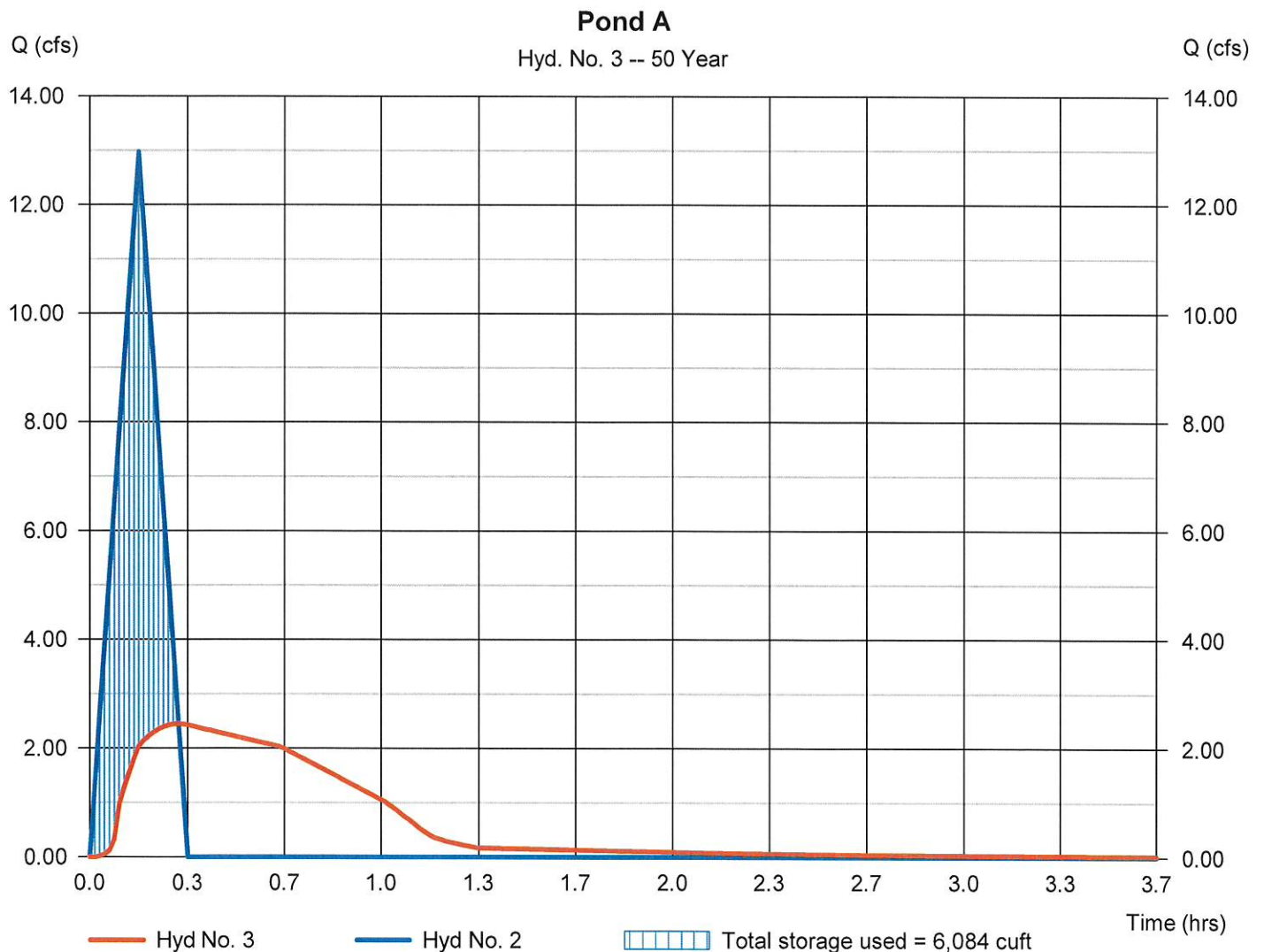
* Composite (Area/C) = [(0.230 x 0.90) + (3.300 x 0.45)] / 3.530



Pond A

Peak discharge	= 2.453 cfs
Time to peak	= 0.30 hrs
Hyd. volume	= 7,772 cuft
Max. Elevation	= 50.62 ft
Max. Storage	= 6,084 cuft

Storage Indication method used.



Hydrograph Summary Report

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

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	Rational	3.643	1	37	8,087	-----	-----	-----	Pre Development
2	Rational	14.16	1	10	8,494	-----	-----	-----	Post Dev
3	Reservoir	2.540	1	18	8,482	2	50.76	6,707	Pond A

Hydrograph Report

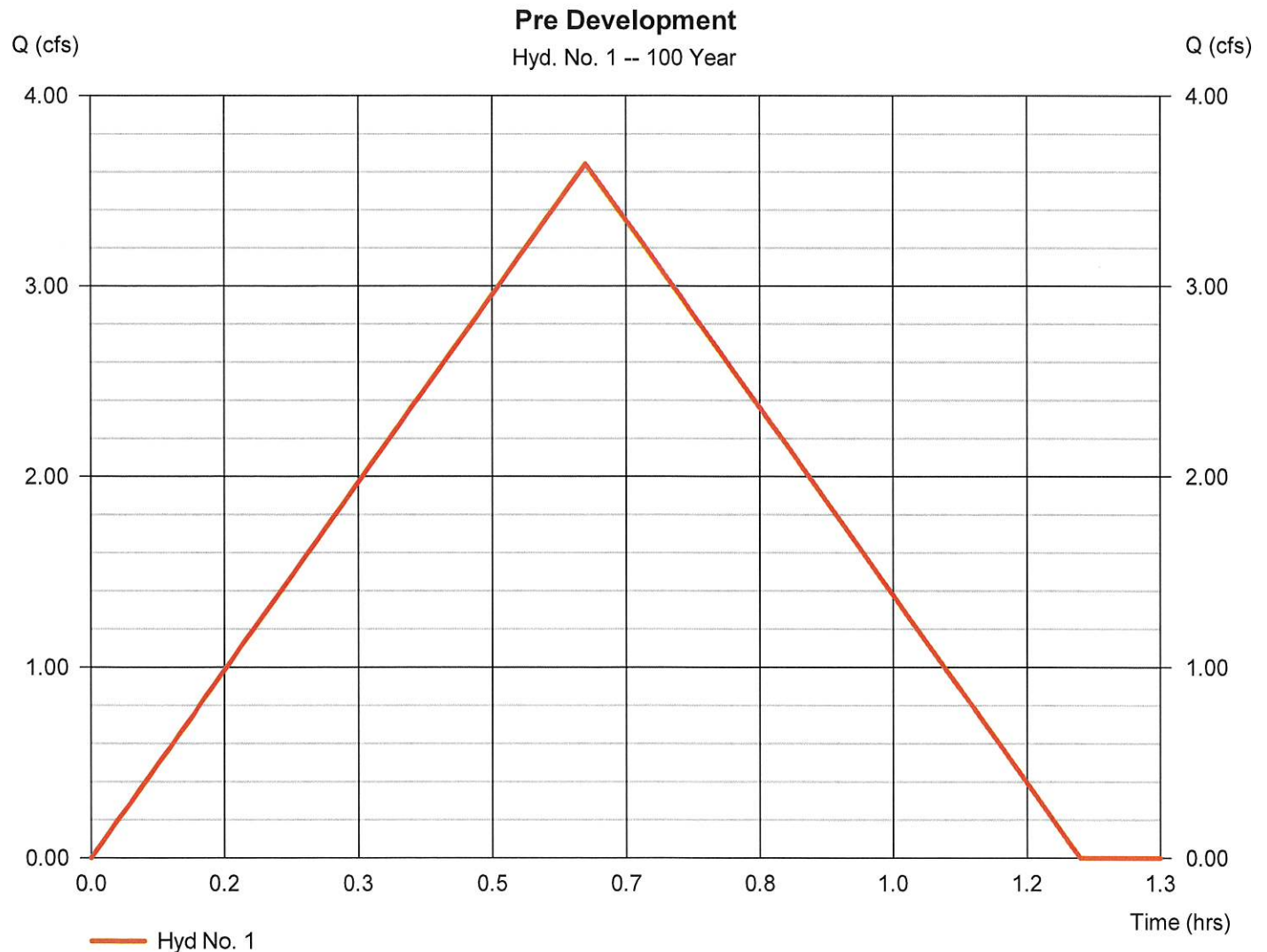
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Monday, 06 / 3 / 2024

Hyd. No. 1

Pre Development

Hydrograph type	= Rational	Peak discharge	= 3.643 cfs
Storm frequency	= 100 yrs	Time to peak	= 0.62 hrs
Time interval	= 1 min	Hyd. volume	= 8,087 cuft
Drainage area	= 3.040 ac	Runoff coeff.	= 0.25
Intensity	= 4.793 in/hr	Tc by TR55	= 37.00 min
IDF Curve	= Gulfport-MS.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

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

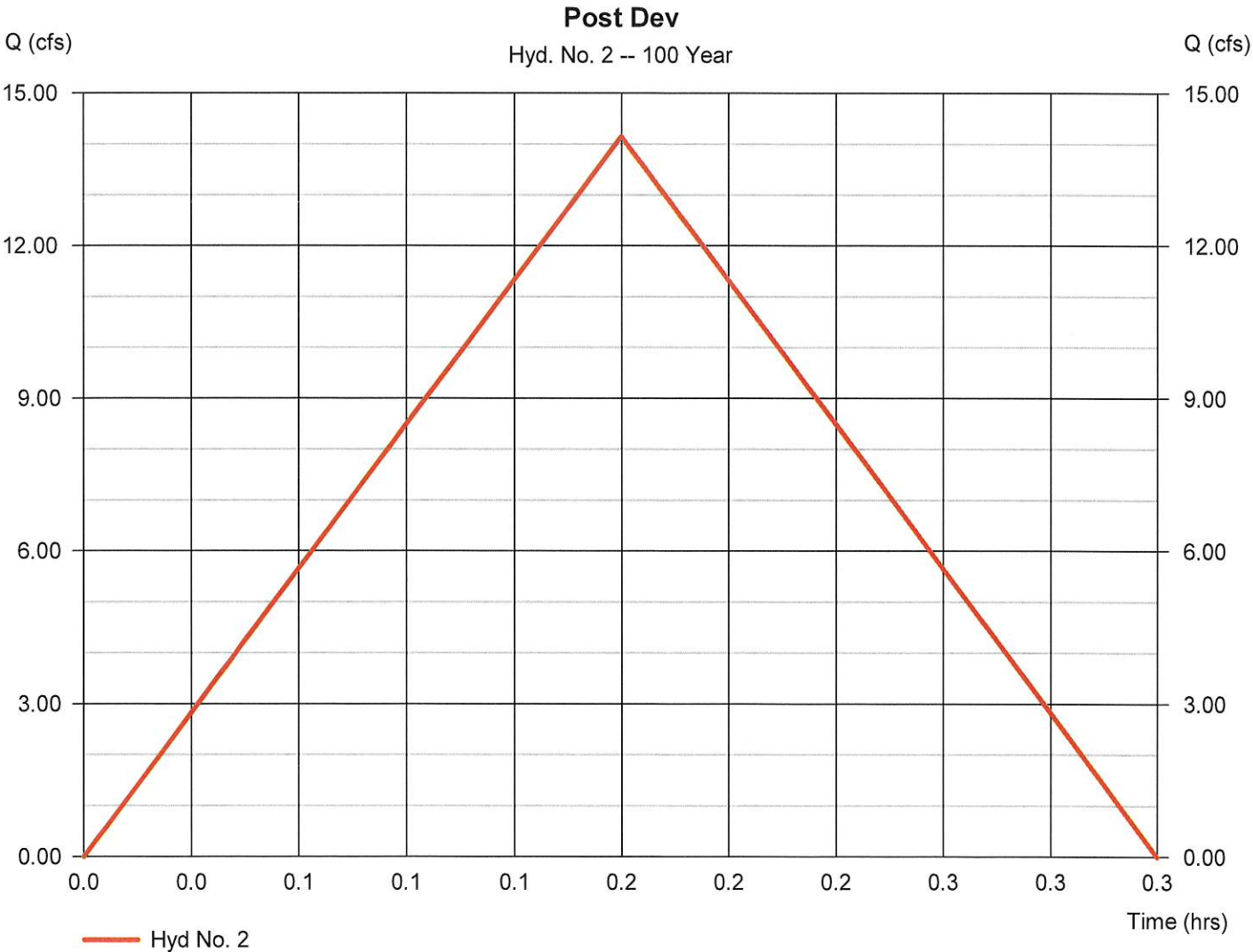
Monday, 06 / 3 / 2024

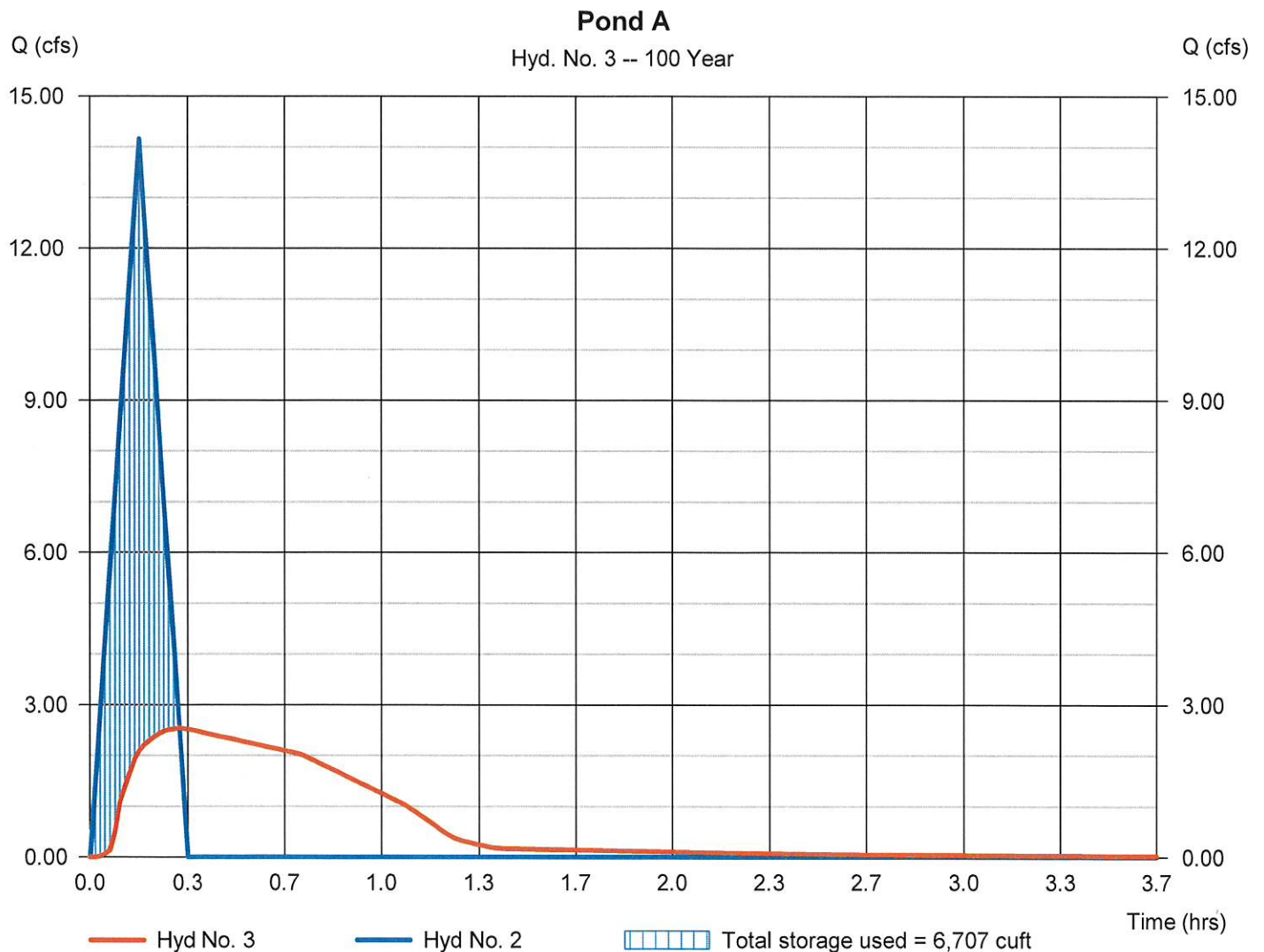
Hyd. No. 2

Post Dev

Hydrograph type	= Rational	Peak discharge	= 14.16 cfs
Storm frequency	= 100 yrs	Time to peak	= 0.17 hrs
Time interval	= 1 min	Hyd. volume	= 8,494 cuft
Drainage area	= 3.530 ac	Runoff coeff.	= 0.48*
Intensity	= 8.355 in/hr	Tc by User	= 10.00 min
IDF Curve	= Gulfport-MS.IDF	Asc/Rec limb fact	= 1/1

* Composite (Area/C) = [(0.230 x 0.90) + (3.300 x 0.45)] / 3.530

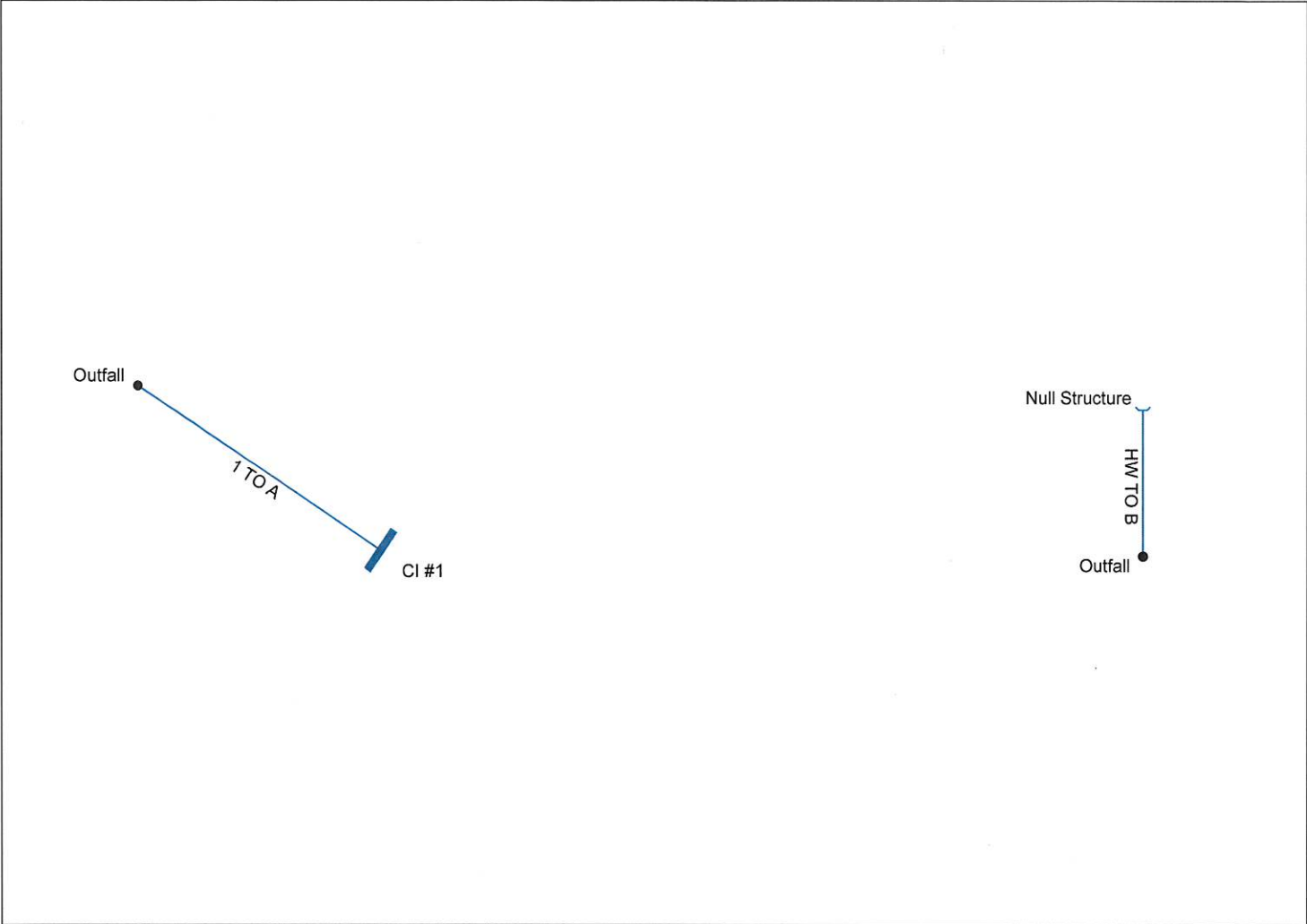




Appendix G

Pipe Report

River Place Storm



Project File: STRM A.stm	Number of lines: 2	Date: 6/3/2024
--------------------------	--------------------	----------------

Storm Sewer Summary Report

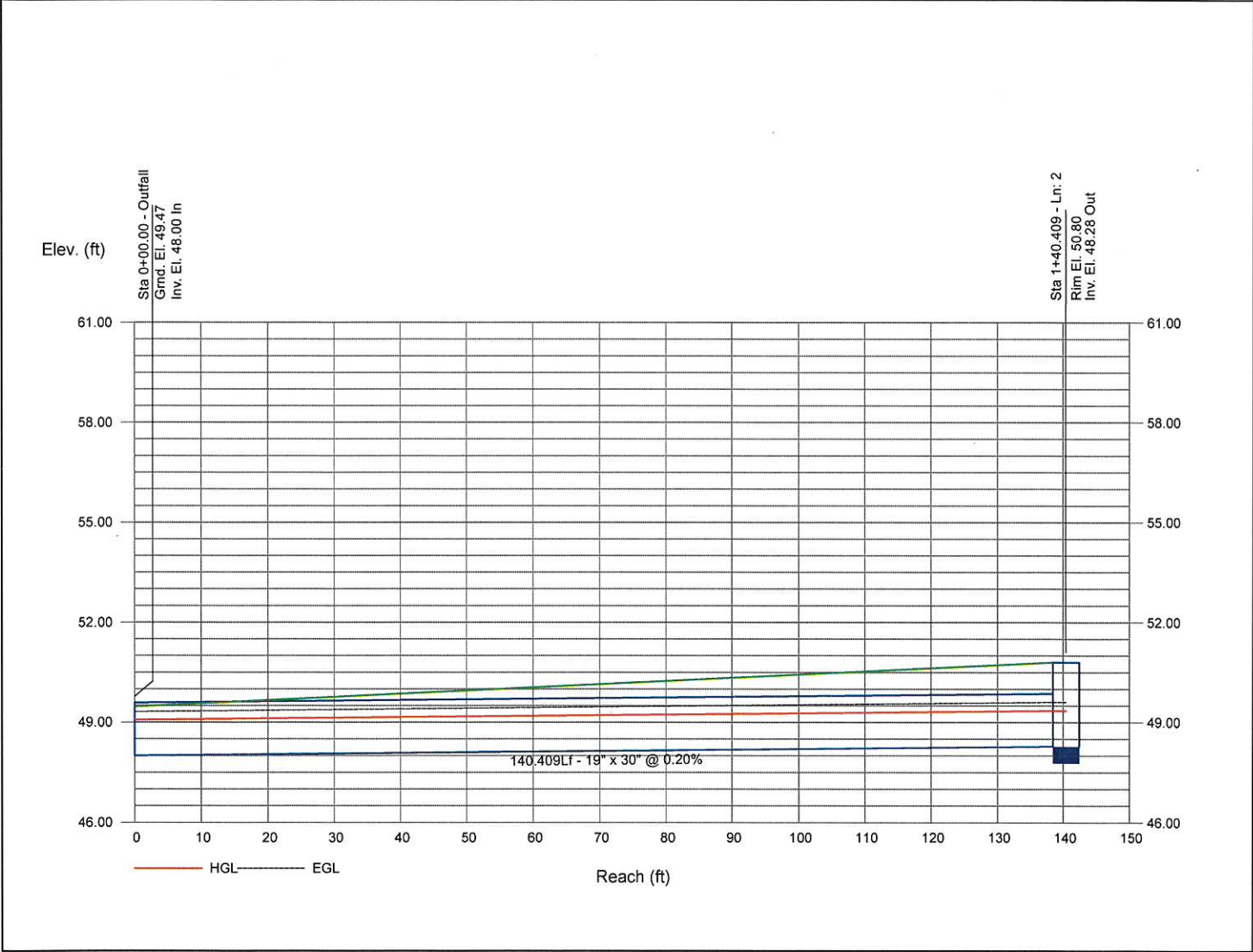
Line No.	Line ID	Flow rate (cfs)	Line Size (in)	Line shape	Line length (ft)	Invert EL Dn (ft)	Invert EL Up (ft)	Line Slope (%)	HGL Down (ft)	HGL Up (ft)	Minor loss (ft)	HGL Junct (ft)	Dns Line No.	Junction Type
2	1 TO A	9.27	19x30	Ell	140.409	48.00	48.28	0.199	49.08	49.29	n/a	49.29	End	DropCurb
1	HW TO B	2.94	18	Cir	69.374	48.28	48.50	0.346	49.76	49.80	0.05	49.85	End	OpenHeadwall
River Place Storm									Number of lines: 2			Run Date: 6/3/2024		
NOTES: Return period = 25 Yrs.														

Storm Sewer Tabulation

Station		Len (ft)	Drng Area		Rnoff coeff (C)	Area x C		Tc		Rain (l) (ln/hr)	Total flow (cfs)	Cap full (cfs)	Vel (ft/s)	Pipe		Invert Elev		HGL Elev		Grnd / Rim Elev		Line ID
Line	To Line		Incr (ac)	Total (ac)		Incr	Total	Inlet (min)	Syst (min)					Size (ln)	Slope (%)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)	
2	End	140.409	1.32	1.32	0.70	0.92	0.92	10.0	10.0	10.0	9.27	10.61	4.00	19	0.20	48.00	48.28	49.08	49.29	49.47	50.80	1 TO A
1	End	69.374	0.61	0.61	0.48	0.29	0.29	10.0	10.0	10.0	2.94	6.18	1.73	x 30 e 18	0.35	48.26	48.50	49.76	49.80	50.00	50.00	HW TO B
River Place Storm																Number of lines: 2				Run Date: 6/3/2024		
NOTES: Intensity = 51.93 / (Inlet time + 4.60) ^ 0.61; Return period =Yrs. 25 ; c = cir e = ellip b = box																						

Storm Sewer Profile

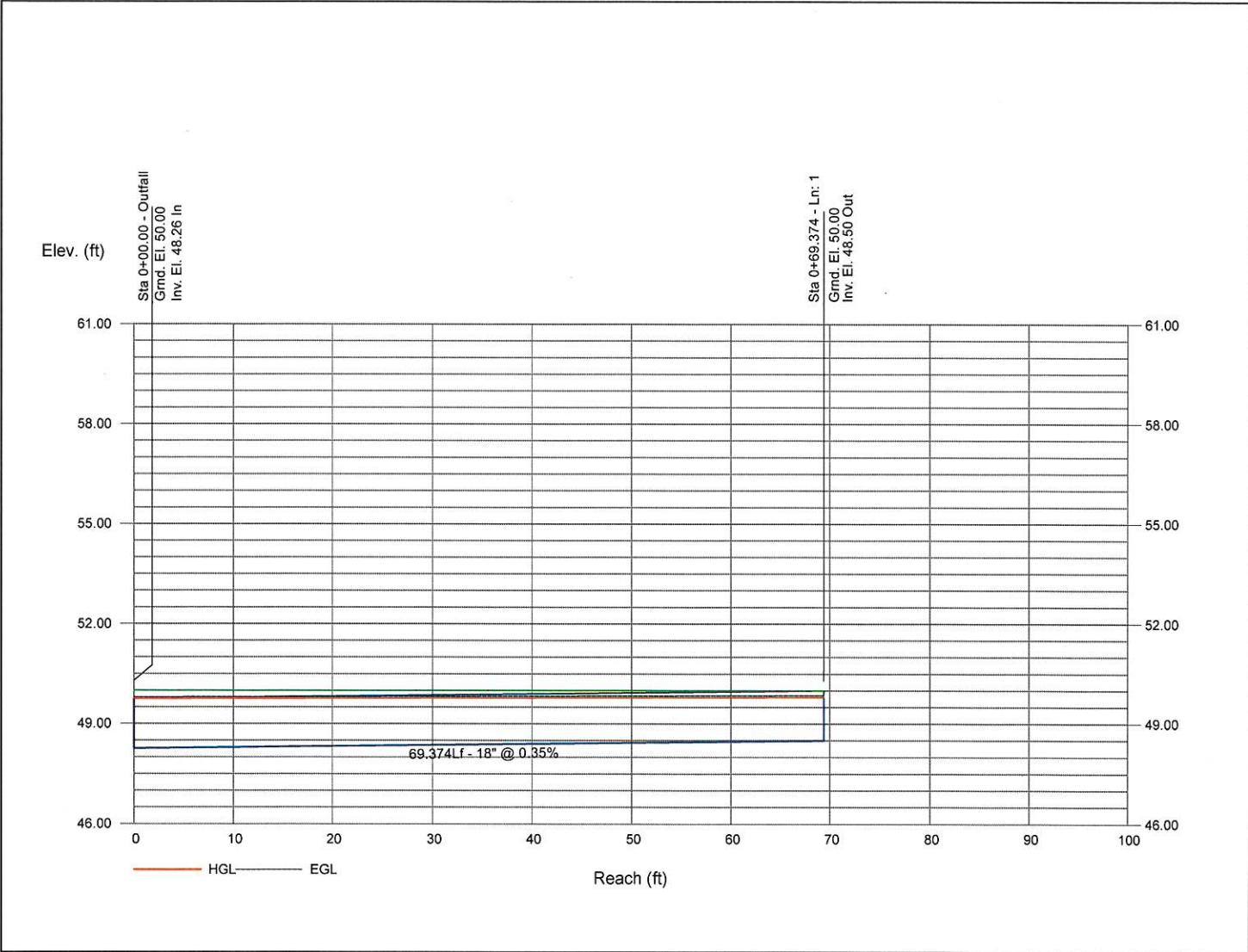
Proj. file: STRM A.stm



Storm Sewers

Storm Sewer Profile

Proj. file: STRM A.stm



RIVER PLACE SUBDIVISION

12115 THREE RIVERS ROAD

GULFPORT, MS

PARCEL NO. - 0808H-02-095.000

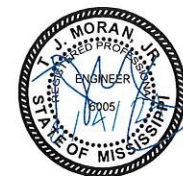
CLIENT:

L & R HOLDINGS, LLC

1806 23rd Ave.

GULFPORT, MS 39501

June 4, 2024



TME

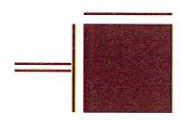
TERRY MORAN
ENGINEERING & SURVEYING
TERRY MORAN, P.E., P.L.S.

P.O. BOX 4075 -

Biloxi, MS 39535

Ph (228) 896-4733 Fax (228) 896-6769

IN ASSOCIATION WITH



HEINRICH & ASSOCIATES

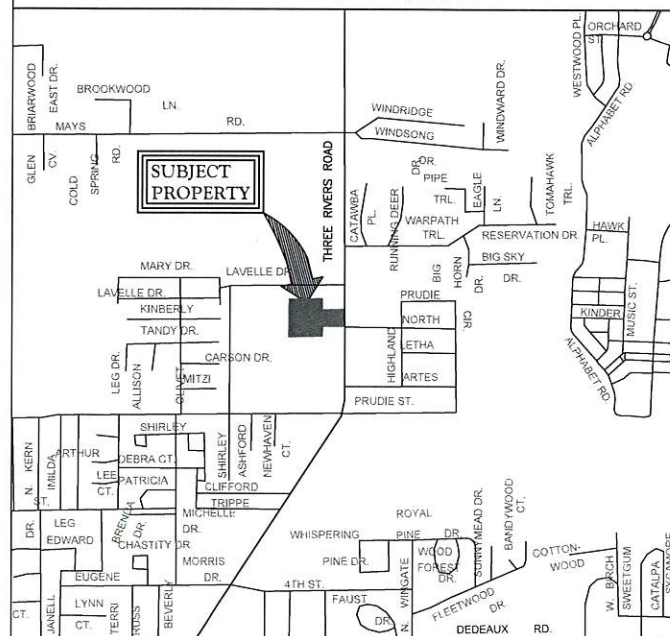
RESIDENTIAL & COMMERCIAL DESIGN

1806 23rd AVE., Suite B - Gulfport, MS 39501

Ph (228) 896-6768

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

VICINITY MAP



SECTION 3, T7S, R11W



N.T.S.

SHEET INDEX

PLAN COVER SHEET	T1
GENERAL NOTES & LEGENDS	C1
EXISTING CONDITIONS & DEMOLITION PLAN	C2
LOT & STREET LAYOUT	C3
GRADING & DRAINAGE PLAN	C4
EROSION CONTROL PLAN	C5
UTILITY PLAN	C6
PLAN & PROFILE SHEET	PP1
CONSTRUCTION DETAILS	CD1
CONSTRUCTION DETAILS	CD2
CONSTRUCTION DETAILS	CD3
CONSTRUCTION DETAILS	CD4

Sheet

T1

Project No
23-115

DEMOLITION NOTES:

1.

CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ANY AND ALL EXISTING STRUCTURES DESIGNATED TO BE REMOVED WITHIN THE PROPERTY LIMITS, INCLUDING BUT NOT LIMITED TO STRUCTURES, FOUNDATIONS, ALL EXISTING PAVEMENTS AND DRIVEWAYS, EXISTING FENCES, UTILITIES, AND DEBRIS.
2.

CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT OCCUR TO IMPROVEMENTS SHOWN HEREON TO REMAIN.
3.

CONTRACTOR SHALL REMOVE ALL DEBRIS FROM THE SITE THAT IS FOUND TO EXIST PRIOR TO HIS WORK OR THAT IS GENERATED AS A RESULT OF HIS WORK. DEBRIS SHALL CONSIST OF ANY MATERIAL OTHER THAN SOIL. SOIL DESIGNATED TO BE REMOVED FROM THE SITE SHALL BE AT THE CONTRACTORS EXPENSE.
4.

CONTRACTOR WILL NOT BE RESPONSIBLE FOR DEMOLISHING, REMOVING, OR RELOCATING ANY EXISTING ABOVE OR BELOW GROUND TELEPHONE OR POWER (UNLESS OTHERWISE SPECIFIED)BUT SHALL BE RESPONSIBLE FOR COORDINATING HIS WORK WITH ALL LOCAL UTILITY COMPANIES.
5.

CONTRACTOR SHALL CALL THE MISSISSIPPI DAMAGE PREVENTION NUMBER (1-800-227-6477) BY LAW TO LOCATE ALL EXISTING UTILITIES ON SITE PRIOR TO HIS WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING UTILITIES NOT DESIGNATED TO BE REMOVED UNDER THIS CONTRACT AND BE RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING UTILITIES NOT DESIGNATED TO BE DEMOLISHED, REMOVED, OR RELOCATED THAT RESULT FROM CONTRACTOR'S WORK. REMOVAL OF ALL POWER LINES, POLES, AND APPURTENANCES SHALL BE BY LOCAL UTILITY COMPANY.
6.

LIMITS OF CLEARING AND GRUBBING SHALL BE PROPERTY LINES, UNLESS SPECIFICALLY DESIGNATED OTHERWISE.
7.

CONTRACTOR SHALL OBTAIN AND PAY FOR ALL CONSTRUCTION PERMITS THAT ARE REQUIRED TO ACCOMPLISH THE WORK SPECIFIED HEREON.

STORM WATER POLLUTION PREVENTION NOTES:

1.

CONTRACTOR SHALL STOCKPILE TOPSOIL FOR USE IN LANDSCAPING.
2.

CONTRACTOR SHALL LINE ALL PROPOSED SWALES AND DETENTION POND SLOPES WITH EROSION AND SEDIMENT CONTROL BLANKETS AS SHOWN.
3.

CONTRACTOR SHALL ROUGHEN ALL 4:1 CUT SLOPES BY DISKING PRIOR TO SEEDING.
4.

CONTRACTOR SHALL BE RESPONSIBLE FOR SEEDING WITH TEMPORARY SEED ANY DISTURBED AREAS THAT WILL BE LEFT UNDISTURBED FOR FOURTEEN OR MORE DAYS (SEE MDEQ LIST OF TEMPORARY SEED TYPES).
5.

CONTRACTOR SHALL BE RESPONSIBLE FOR SEEDING WITH PERMANENT SEED ANY DISTURBED AREAS WITHIN SEVEN DAYS (SEE OWNER FOR TYPE OF LANDSCAPE TO BE USED).
6.

ALL EQUIPMENT MAINTENANCE AND REPAIR SHALL BE DONE OFFSITE.
7.

TRASH RECEPTACLES SHALL BE PLACED AT CONVENIENT LOCATIONS THROUGHOUT THE SITE.
8.

THE MAIN TRASH COLLECTION BIN SHALL BE PLACED NEAR THE CORNER OF THE CONSTRUCTION ENTRANCE. CONTRACTOR SHALL COORDINATE PICKUP WITH THE CITY OR REFUSE DISPOSAL PROVIDERS AND SHALL ENSURE THAT COLLECTION IS DONE A MINIMUM OF ONCE A WEEK.
9.

CONTRACTOR SHALL CHECK ALL DISTURBED AREAS, EROSION AND SEDIMENT CONTROLS AFTER EACH SIGNIFICANT RAINFALL BUT NOT LESS THAN ONCE PER WEEK AND MAKE ANY NEEDED REPAIRS WITHIN 24 HOURS.
10.

CONTRACTOR SHALL REMOVE ANY SEDIMENT FROM SILT FENCE, CHECK POINTS, AND INLET PROTECTION DEVICES WHENEVER SEDIMENT HAS ACCUMULATED TO 50 PERCENT CAPACITY. CONTRACTOR SHALL MAINTAIN ALL VEGETATED AREAS TO PROVIDE PROPER GROUND COVER BY RESEEDING, FERTILIZATION, OR MULCHING AS NEEDED.
11.

A TEMPORARY OFFICE AND PORTABLE TOILET BUILDINGS SHALL BE LOCATED AT THE OR NEAR THE JOB TRAILER OR LAY-DOWN YARD AND AT LOCATIONS SO THAT NO PART OF THE PROJECT IS MORE THAN 1,000 FEET FROM A TOILET FACILITY IF POSSIBLE. THESE STRUCTURES SHALL BE MAINTAINED ON A REGULAR SCHEDULE BY A LICENSED DISPOSAL COMPANY.

GENERAL NOTES & LEGENDS

SITE NOTES:

1.

ROADWAY DIMENSIONS ARE GIVEN IN THE CROSS SECTION DETAIL FOUND ON SHEET CD 1.
2.

ALL ROADWAY RADIUS DIMENSIONS ARE 20' UNLESS NOTED.
3.

SEE SHEET CD1 FOR PAVEMENT DETAILS.
4.

SHOULD CONTRACTOR FIND ANY DISCREPANCIES IN DIMENSIONS, PROJECT ENGINEER SHALL BE CONSULTED IMMEDIATELY.
5.

ALL DIMENSIONS ARE FROM BOC TO BOC.
6.

CONTRACTOR SHALL FORM CURB AT HANDICAP RAMP LOCATIONS TO MEET ADA REQUIREMENTS.
ALL FINISH SPOT ELEVATIONS REPRESENT CURB FLANGE (FL) ELEVATIONS, TOP OF CURB (TOC), OR TOP OF SURFACE (TOP).
7.

CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE AT ALL TIMES.
8.

OWNER SHALL BE RESPONSIBLE FOR GRADING OF PARCELS TO ENSURE POSITIVE DRAINAGE AS INDICATED.
9.

ALL FINISH SPOT ELEVATIONS REPRESENT CURB FLANGE (FL) ELEVATIONS, TOP OF CURB (TOC), OR TOP OF SURFACE (TOP).

UTILITY NOTES:

1.

ALL NEW WATER MAIN SHALL BE PVC, C900 AWWA APPROVED.
2.

ALL SEWER MAIN SHALL BE PVC, ASTM 2-3034 SDR 26.
3.

WATER AND SEWER SERVICES SHALL CONFORM TO THE DETAIL SHEET.
4.

ANY ROAD CROSSING REQUIRED SHALL BE DONE IN STRICT CONFORMANCE WITH THE PLAN DETAIL AND SPECIFICATIONS.
5.

ALL TAPS ONTO EXISTING WATER AND SEWER MAINS SHALL BE COORDINATED WITH MUNICIPALITY OR PRIVATE UTILITY COMPANY.
6.

EXISTING UTILITY INFORMATION BASED ON SURVEY.
7.

ALL PRESSURE AND LEAKAGE TESTS MUST BE IN ACCORDANCE WITH AWWA C-600.
8.

DISINFECTION AND SAMPLING PROCEDURES SHOULD MEET THE CURRENT AWWA STANDARD (C652).

LOCAL UTILITY COMPANIES

1.

WATER AND SEWER – CITY OF GULFPORT 868-5740
2.

GAS SERVICE – CENTERPOINT ENERGY 896-7500
3.

TV CABLE SERVICE – SPARKLIGHT 864-1506
4.

ELECTRICAL SERVICE – MISSISSIPPI POWER COMPANY 868-9800
5.

TELEPHONE SERVICE – AT&T 557-6000
6.

MISS I CALL BEFORE YOU DIG 1-800-227-6477

PROJECT SCOPE:

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

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

LEGEND		
PROPOSED		EXISTING
	WATER MAIN	
	SEWER LINE	
	GAS LINE	
	ROW/EASEMENT	
	PROPERTY LINE	
	LOT LINES	
	CLEAN-OUT	
	MANHOLE	
	WATER VALVE	
	FIRE HYDRANT	
	WATER METER	
	PROP. SPOT EL.	
	EXIST. SPOT EL.	
	TYP. SIGN	
	TYP. STOP BAR	
	HEADER CURB	
	CURB & GUTTER	

TERRY MORAN, P.E., P.L.S.
1806 23rd Ave Suite B, Gulfport, MS 39501
P.O. Box 4075 Biloxi, MS 39535
Ph (228) 896-4733

TME
TERRY MORAN
ENGINEERING & SURVEYING



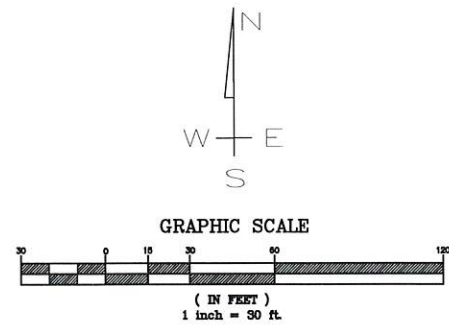
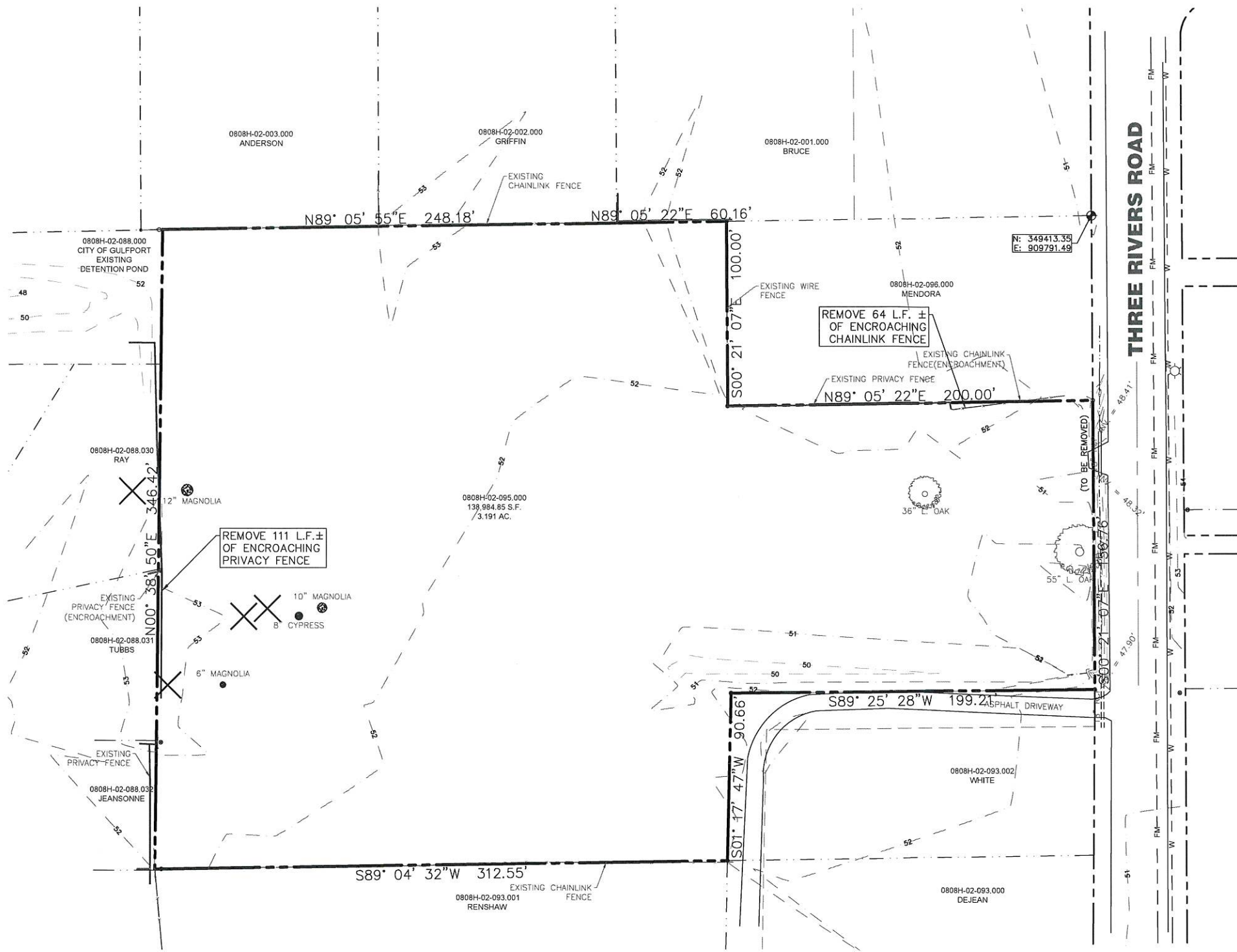
HEINRICH & ASSOCIATES
RESIDENTIAL & COMMERCIAL DESIGN
1806 23rd Ave Suite B - Gulfport, MS 39501
Ph (228) 896-6768

GENERAL NOTES & LEGENDS

RIVER PLACE SUBDIVISION
THREE RIVERS ROAD
GULFPORT, MS

Date: 6-4-24
Drawn By: S.G.C.
Check By: R.B.H.
REV

Sheet No
C1
Project No
23-115



ELEV = 50.93'
N: 349413.35
E: 909791.49

1" IRON PIPE FOUND 100' NORTH OF NE PROPERTY CORNER ALONG THE WEST RIGHT OF WAY FOR THREE RIVERS ROAD.

BOUNDARY AND TOPOGRAPHIC INFORMATION BASED ON SURVEY BY CROSBY SURVEYING.

SUBJECT PROPERTY LIES WITHIN "X" FLOOD ZONE SHOWN HEREON PER FEMA PANEL 28047C0254H DATED DECEMBER 21, 2017

LEGEND

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

DEMOLITION NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ANY AND ALL EXISTING STRUCTURES DESIGNATED TO BE REMOVED WITHIN THE PROPERTY LIMITS, INCLUDING BUT NOT LIMITED TO STRUCTURES, FOUNDATIONS, ALL EXISTING PAVEMENTS AND DRIVEWAYS, EXISTING FENCES, UTILITIES, AND DEBRIS.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT OCCUR TO IMPROVEMENTS SHOWN HEREON TO REMAIN.
3. CONTRACTOR SHALL REMOVE ALL DEBRIS FROM THE SITE THAT IS FOUND TO EXIST PRIOR TO HIS WORK OR THAT IS GENERATED AS A RESULT OF HIS WORK. DEBRIS SHALL CONSIST OF ANY MATERIAL OTHER THAN SOIL.
4. CONTRACTOR WILL NOT BE RESPONSIBLE FOR DEMOLISHING OR REMOVING ANY EXISTING ABOVE OR BELOW GROUND TELEPHONE OR POWER BUT SHALL BE RESPONSIBLE FOR COORDINATING HIS WORK WITH ALL LOCAL UTILITY COMPANIES.
5. CONTRACTOR SHALL CALL THE MISSISSIPPI DAMAGE PREVENTION NUMBER (1-800-227-6477) BY LAW TO LOCATE ALL EXISTING UTILITIES ON SITE PRIOR TO HIS WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING UTILITIES NOT DESIGNATED TO BE REMOVED UNDER THIS CONTRACT AND BE RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING UTILITIES NOT DESIGNATED TO BE REMOVED THAT RESULT FROM CONTRACTOR'S WORK.
6. REMOVAL OF ALL POWER LINES, POLES, AND APPURTENANCES SHALL BE BY LOCAL UTILITY COMPANY.
7. LIMITS OF CLEARING AND GRUBBING SHALL BE PROPERTY LINES, UNLESS SPECIFICALLY DESIGNATED OTHERWISE.
8. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL CONSTRUCTION PERMITS THAT ARE REQUIRED TO ACCOMPLISH THE WORK SPECIFIED HEREON.

NOTE:
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EXISTING CONDITIONS & DEMOLITION PLAN

SCALE: 1" = 30'-0"

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EXISTING CONDITIONS &
DEMOLITION PLAN
RIVER PLACE SUBDIVISION
THREE RIVERS ROAD
GULFPORT, MS

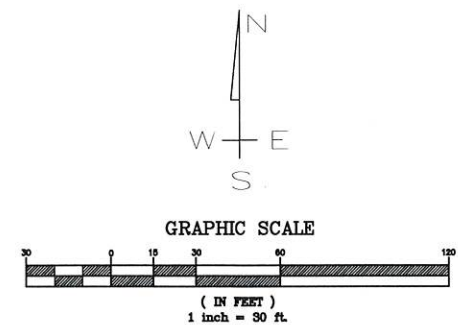
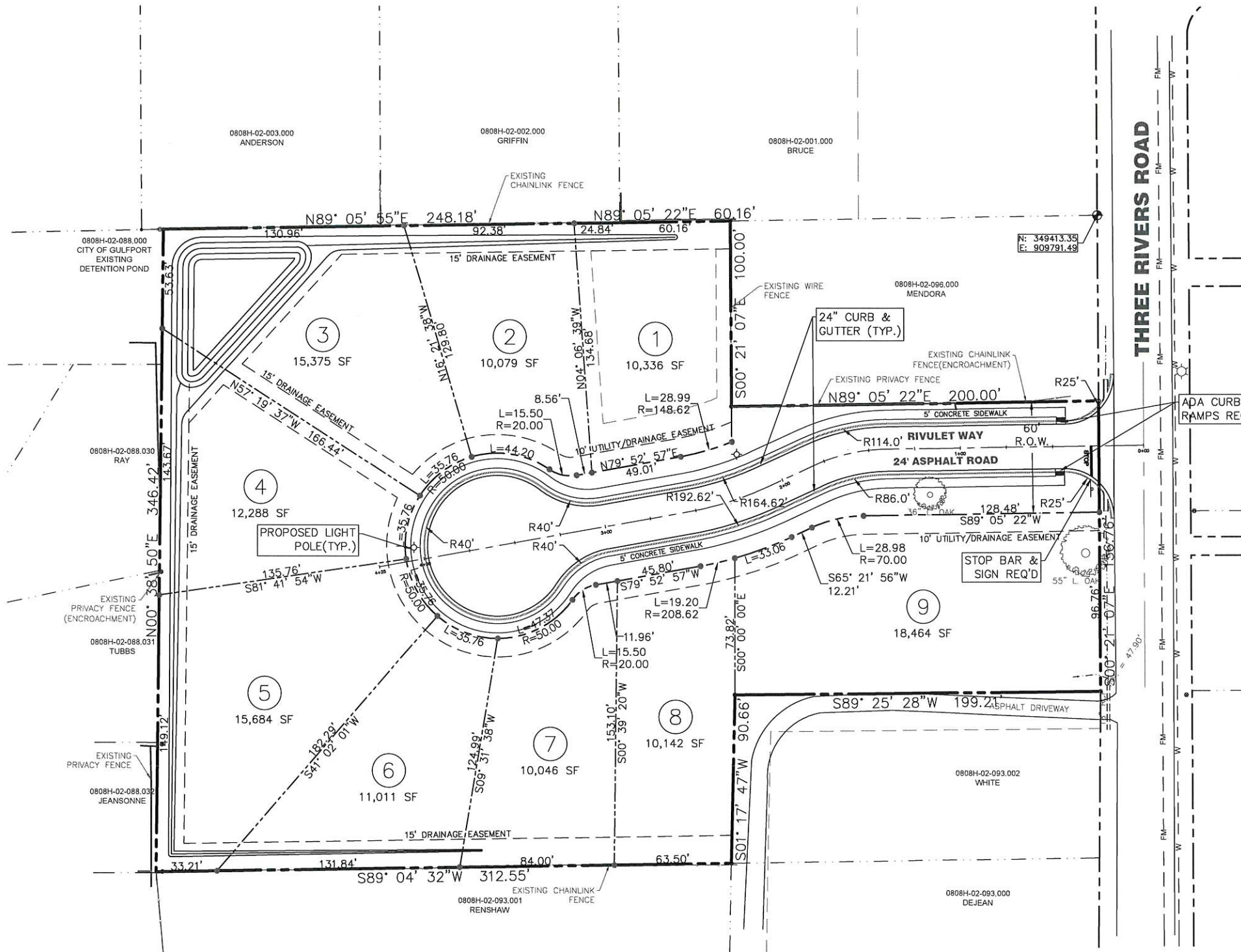
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Date
Drawn By S.G.C.
Check By R.B.H.
REV
Project No 23-115

LOT & STREET LAYOUT

SCALE: 1" = 30'-0"

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ELEV = 50.93'
N: 349413.35
E: 909791.49
BOUNDARY AND TOPOGRAPHIC INFORMATION BASED ON SURVEY BY CROSBY SURVEYING.
SUBJECT PROPERTY LIES WITHIN "X" FLOOD ZONE SHOWN HEREON PER FEMA PANEL 28047C0254H DATED DECEMBER 21, 2017

SITE DATA TABLE	
ZONING	R-1-10
ACREAGE	3.19 AC
MIN. LOT SIZE	10,000 S.F.
SETBACKS (SEE LOT 1)	
FYGB - 25 FT	
SYGB - 8 FT	
RYGB - 8 FT	

SITE LEGEND	
	TYPICAL SIGN
	TYPICAL STOP BAR
	HEADER CURB
	CURB & GUTTER
	STREET LIGHT

- SITE NOTES:
1. ALL DIMENSIONS ARE FROM BACK OF CURB TO BACK OF CURB.
 2. ALL ROADWAY RADIUS DIMENSIONS ARE 20' UNLESS NOTED.
 3. CONTRACTOR TO ENSURE ALL CURB RAMPS AND SIDEWALKS MEET ADA REQUIREMENTS.
 4. STREET LIGHT LOCATIONS AND TYPES TO BE DESIGNED AND SUBMITTED BY MS POWER.
 5. SHOULD CONTRACTOR FIND ANY DISCREPANCIES IN DIMENSIONS, PROJECT ENGINEER SHALL BE NOTIFIED IMMEDIATELY.

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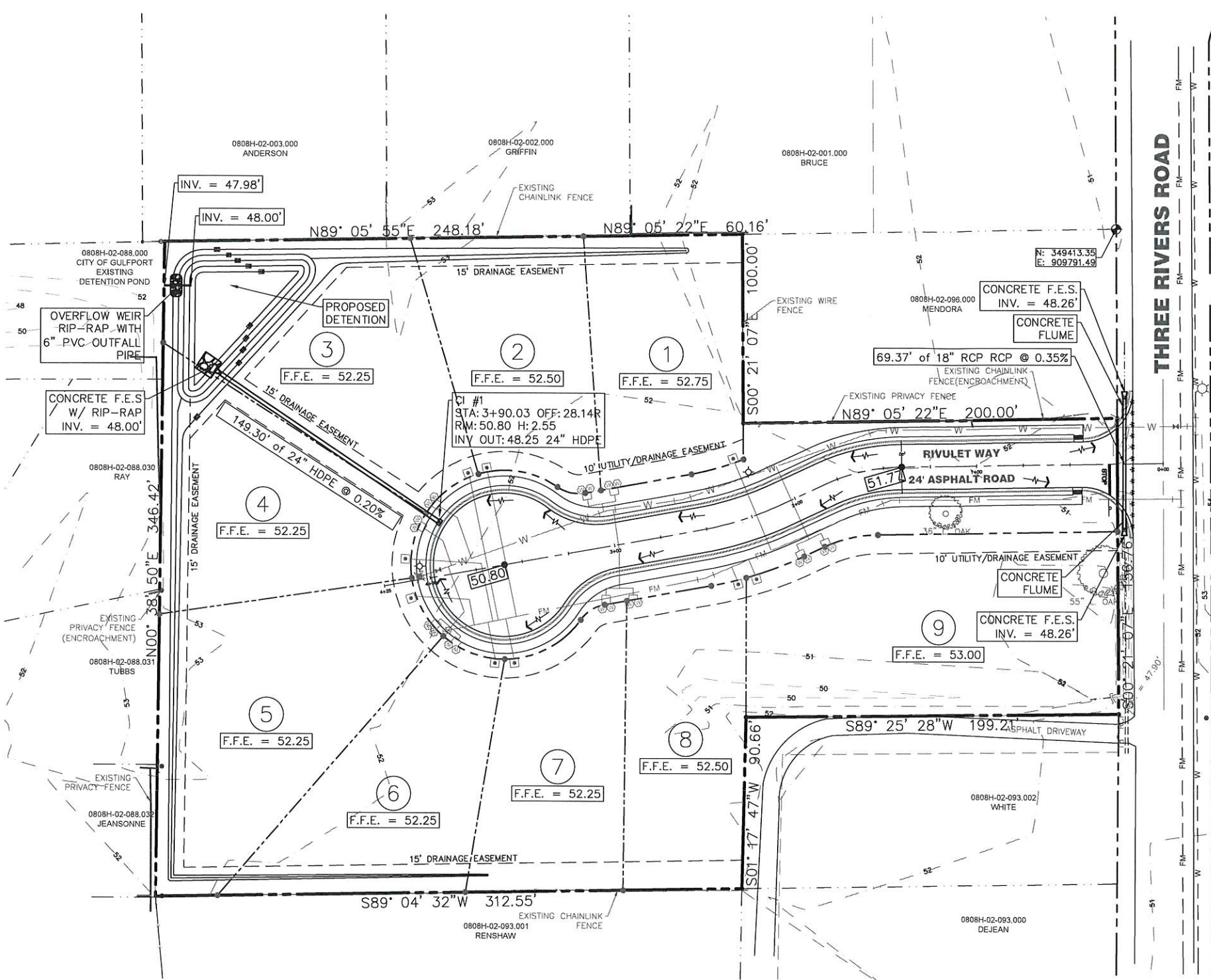
IN MISSISSIPPI
J. MORAN, JR.
ENGINEER
2005
STATE OF MISSISSIPPI

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

Sheet 6-4-24
Date
Drawn By SGC
Check By R.B.H.
REV

Project
RIVER PLACE SUBDIVISION
THREE RIVERS ROAD
GULFPORT, MS

Project No
23-115

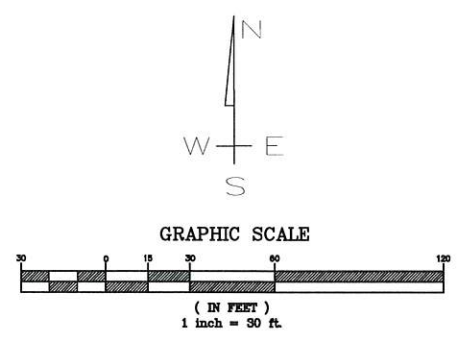


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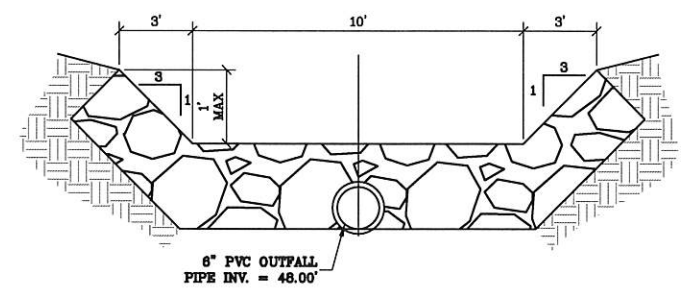
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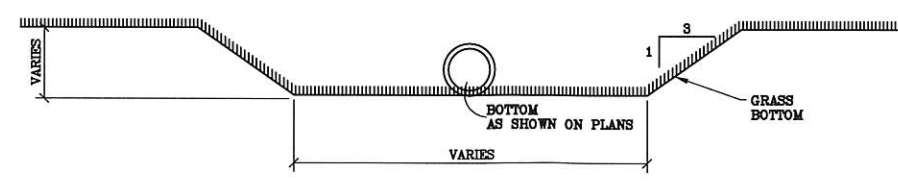


- LEGEND**
- EXISTING CONTOUR
 - PROPOSED CONTOUR
 - EXISTING SPOT ELEVATION
 - PROPOSED SPOT ELEVATION
 - PROPOSED DRAIN INLET AND PIPE
 - EXISTING CURB INLET AND PIPE
 - MATCH EXISTING GRADE
 - FLOW DIRECTION ARROW
 - RIDGE LINE

- NOTES:**
- ALL FINISH SPOT ELEVATIONS REPRESENT BASE OF CURB ELEVATIONS.
 - CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE AT ALL TIMES.
 - OWNER SHALL BE RESPONSIBLE FOR GRADING OF PARCELS TO ENSURE POSITIVE DRAINAGE AS INDICATED.



RIP-RAP OVERFLOW WEIR DETAIL
N.T.S.



DETENTION POND CROSS SECTION (TYP.)
N.T.S.

GRADING & DRAINAGE PLAN

SCALE: 1" = 30'-0"

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GRADING & DRAINAGE PLAN

Sheet: 6-4-24
Project: RIVER PLACE SUBDIVISION
THREE RIVERS ROAD
GULFPORT, MS

Date: 6-4-24
Drawn By: S.G.C.
Check By: R.B.H.
REV: _____

Sheet: **C4**
Project No: 23-115

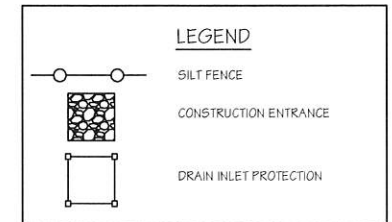
EROSION CONTROL PLAN

SCALE: 1" = 30'-0"

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

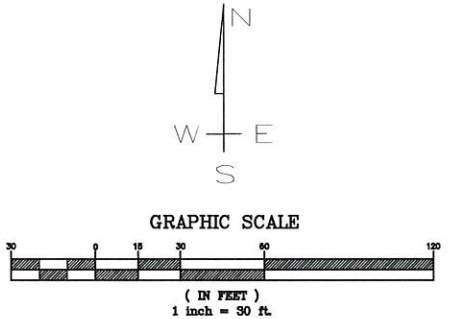


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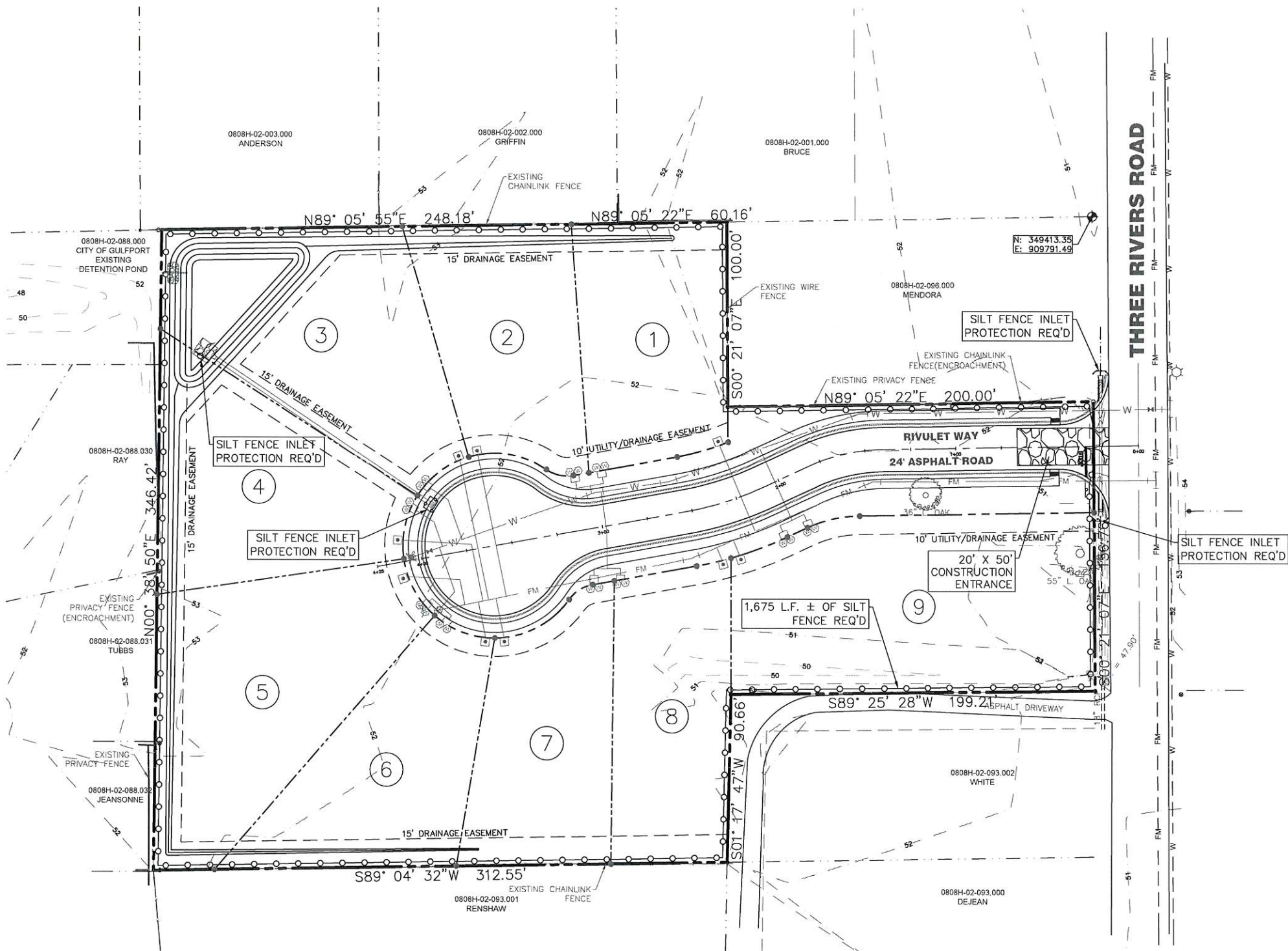
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SUBJECT PROPERTY LIES WITHIN "X" FLOOD ZONE SHOWN HEREON PER FEMA PANEL 28047C0254H DATED DECEMBER 21, 2017



THREE RIVERS ROAD



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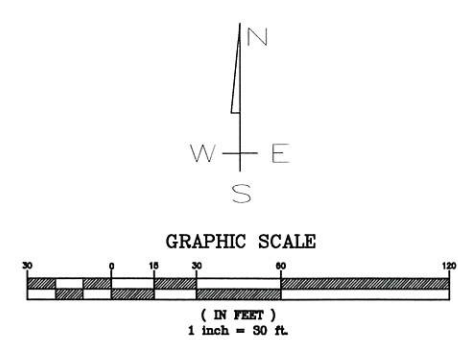
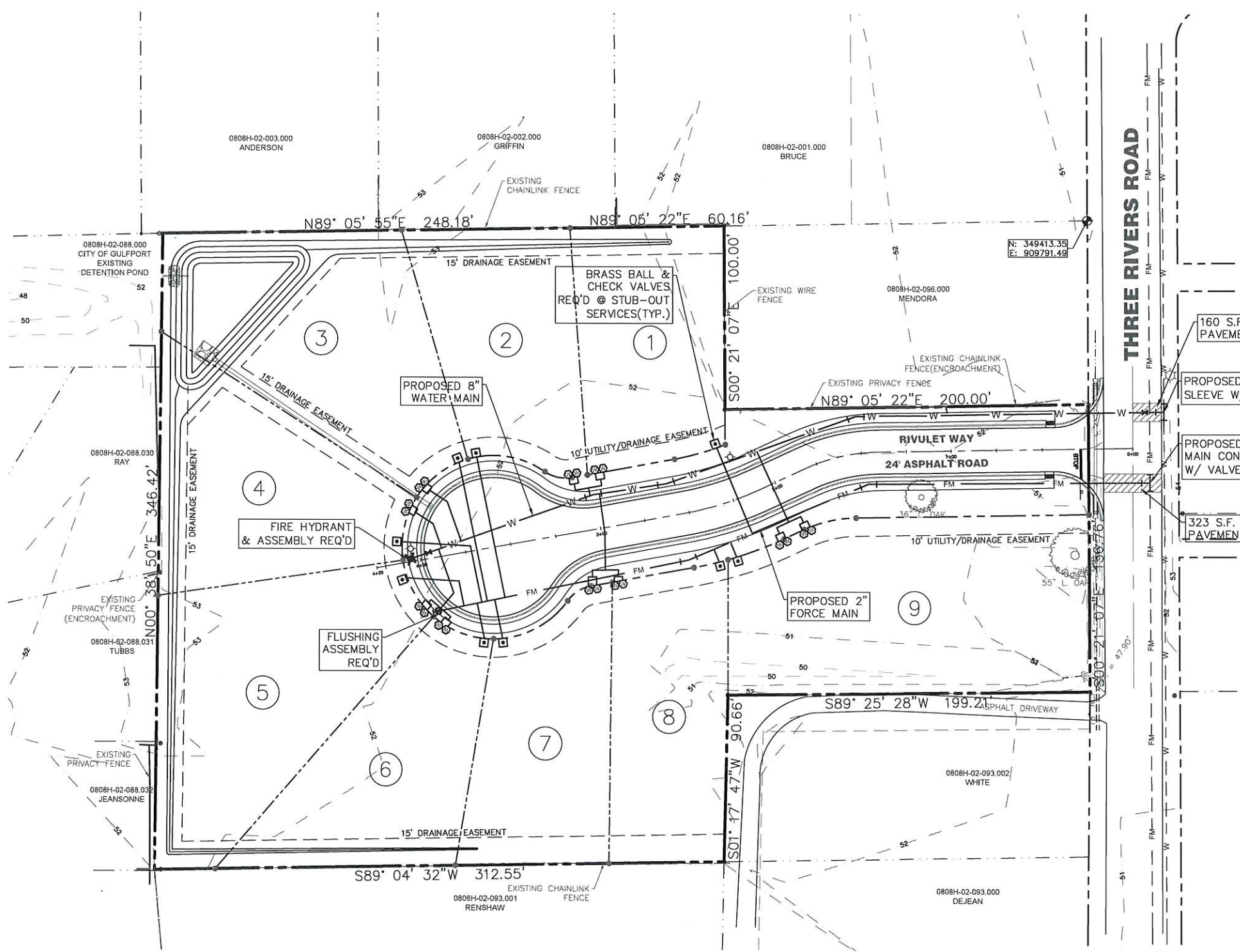
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GRADING & DRAINAGE PLAN
PRELIMINARY SUBDIVISION
THREE RIVERS ROAD
GULFPORT, MS

Sheet 6-4-24
Date 6-4-24
Drawn By S.G.C.
Check By R.B.H.
REV
Project No 23-115



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SUBJECT PROPERTY LIES WITHIN "X" FLOOD ZONE SHOWN HEREON PER FEMA PANEL 28047C0254H DATED DECEMBER 21, 2017

LEGEND	
PROPOSED	EXISTING
W	WATER MAIN
S	SEWER LINE
G	GAS LINE
FM	FORCE MAIN
FOC	FIBER OPTIC CABLE
⊙	POWER POLE
⊕	CLEAN-OUT
⊙	MANHOLE
⊕	WATER VALVE
⊕	FIRE HYDRANT
⊕	WATER METER
⊕	GAS VALVE

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

- LOCAL UTILITY COMPANIES
1. WATER AND SEWER - CITY OF GULFPORT 868-5740
 2. GAS SERVICE - CENTERPOINT 896-7500
 3. TV CABLE SERVICE - SPARKLIGHT 864-1506
 4. ELECTRICAL SERVICE - MS POWER CO. 868-9800
 5. TELEPHONE SERVICE - AT&T 557-6000
 6. MISS I CALL BEFORE YOU DIG 1-800-227-6477

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UTILITY PLAN

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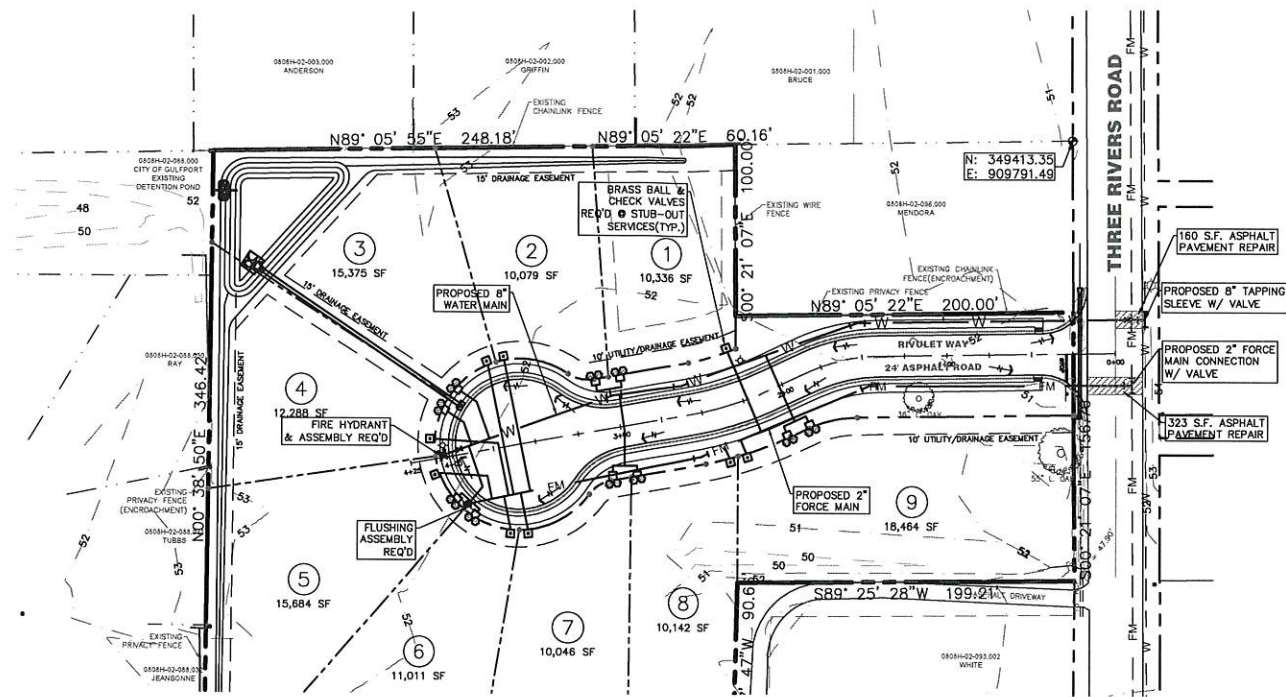
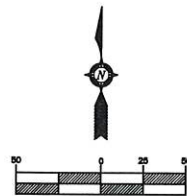
UTILITY PLAN

PRELIMINARY SUBDIVISION
THREE RIVERS ROAD
GULFPORT, MS

Date 6-4-24
Drawn By S.G.C.
Check By R.B.H.
REV

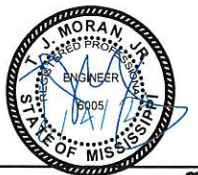
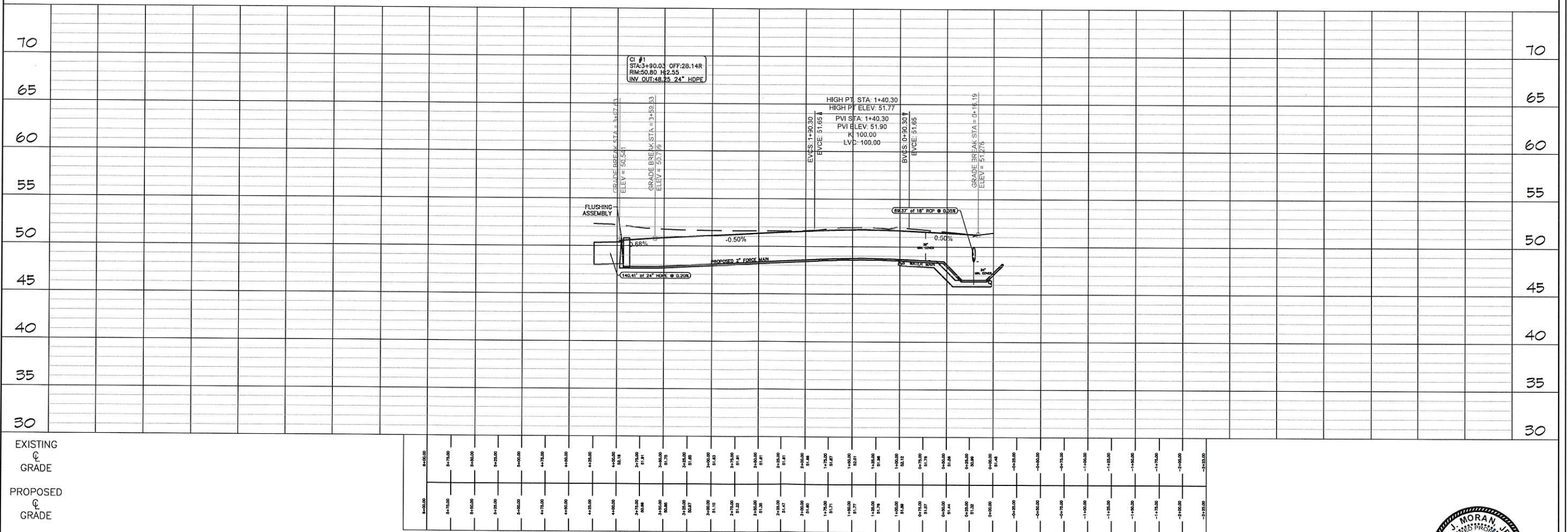
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Project No 23-115

PROFILE	SURVEYED		BY	DATE
	PLOTTED			
	GRADES CHECKED			
	B.M.s NOTED			
	STRUCTURE NOTATIONS CHECKED			
NOTE BOOK				
NO.				

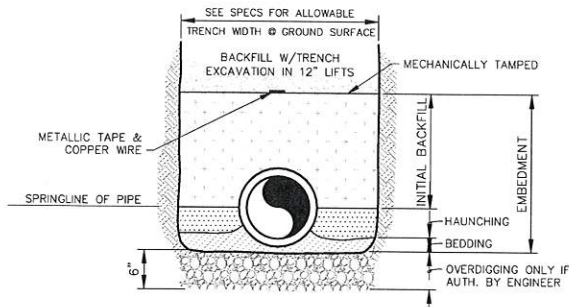


RIVULET WAY STA. 0+00 - 4+25

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



CONSTRUCTION DETAILS



FOR WATER MAINS, FORCE MAINS, GRAVITY SEWERS & CULVERT PIPE

PIPE EMBEDMENT AND BACKFILL

SHOULD ENGINEER DETERMINE THAT THE NATIVE MATERIAL AT THE BOTTOM OF THE TRENCH IS NOT A SUITABLE FOUNDATION FOR THE PIPE, HE MAY AUTHORIZE OVERDIGGING THE TRENCH A DEPTH OF 6 INCHES AND REPLACE WITH A SELECT FOUNDATION MATERIAL.

GENERALLY, LOOSE MATERIAL LEFT BY THE EXCAVATOR ON THE TRENCH BOTTOM AND SOFT MATERIAL SHAVED FROM THE TRENCH EXCAVATION WILL BE ADEQUATE FOR BEDDING THE PIPE SO THAT IT IS FULLY SUPPORTED.

THE HAUNCHING MATERIAL SHALL BE NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION AND THOROUGHLY COMPACTED TO THE SPRING LINE OF THE PIPE AND EXTENDING TO THE SIDE WALLS OF THE TRENCH. A MINIMUM 85 PERCENT STANDARD PROCTOR WILL BE CONSIDERED ADEQUATE COMPACTION.

THE INITIAL BACKFILL (NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION) MAY THEN PROCEED TO A HEIGHT OF 12 INCHES ABOVE THE TOP OF THE PIPE AND MECHANICALLY TAMPED. FURTHER BACKFILL SHALL NOT PROCEED UNTIL INITIAL BACKFILL HAS BEEN OBSERVED BY ENGINEER.

SHOULD ENGINEER DETERMINE THAT THE NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION IS NOT SUITABLE FOR EMBEDMENT, HE MAY AUTHORIZE THE USE OF A SELECT BEDDING MATERIAL.

FURTHER BACKFILL UTILIZING MATERIAL FROM TRENCH EXCAVATION MAY THEN PROCEED TO THE ORIGINAL GROUND SURFACE IN 12 INCH LIFTS COMPACTED TO ELIMINATE AIR VOIDS. IN AREAS WHERE THE GROUND SURFACE IS TO RECEIVE PAVEMENT, A MINIMUM 85 PERCENT STANDARD PROCTOR FOR EACH LIFT SHALL BE CONSIDERED ADEQUATE COMPACTION.

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

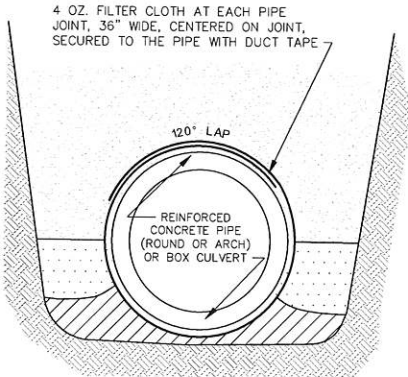
ALL SURPLUS MATERIALS NOT USED IN BACKFILLING SHALL BE REMOVED AND DISPOSED OF BY CONTRACTOR AT HIS OWN EXPENSE.

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

PIPE EMBEDMENT & BACKFILL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02660	
DR. BY:	FILE: PIPEBED2	
CITY OF GULFPORT STANDARD CONSTRUCTION DETAILS		



ENGINEERING & PUBLIC WORKS DEPARTMENT
400 BURNES AVENUE, GULFPORT, MS 39501
TEL: 228-869-1251 FAX: 228-869-1252

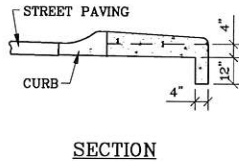
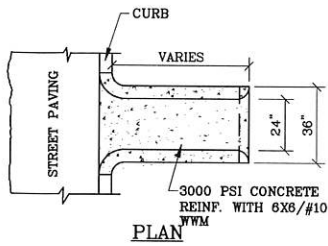


STORM DRAIN PIPE WRAP

DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02722 DWG 1	
DR. BY:	FILE: PIPE WRAP	
CITY OF GULFPORT STANDARD CONSTRUCTION DETAILS		

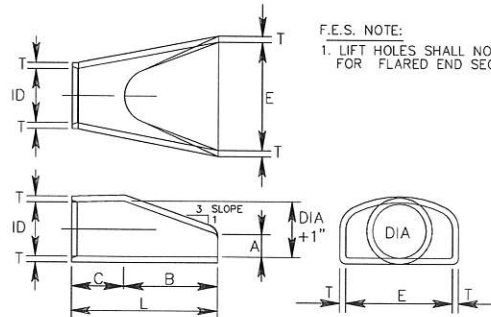


ENGINEERING & PUBLIC WORKS DEPARTMENT
400 BURNES AVENUE, GULFPORT, MS 39501
TEL: 228-869-1251 FAX: 228-869-1252

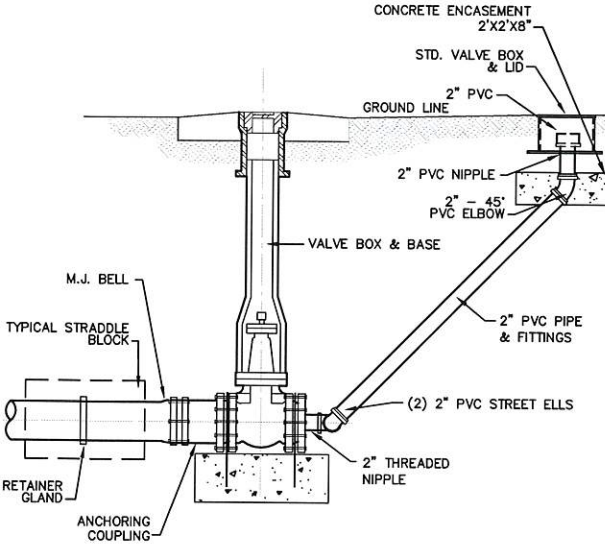


CONCRETE FLUME DETAIL
N.T.S.

ID	T (IN)	A (IN)	B (IN)	C (IN)	L (IN)	E (IN)	WT. PER F.E.S. (LB)
15"	2.25	6	27	46	73	32	1,000
18"	2.5	9	27	46	73	36	1,180
24"	3	10	44	30	74	48	1,666
30"	3.5	12	54	20	74	60	1,960
36"	4	15	63	35	98	72	4,430
42"	4.5	21	63	35	98	78	5,630
48"	5	24	72	26	98	84	6,870
54"	5.5	28	78	22	100	90	8,320
60"	6	34	78	22	100	96	10,660
66"	6.5	40	78	22	100	102	12,700
72"	7	46	78	22	100	102	14,820



CONCRETE PIPE F.E.S.
N.T.S.

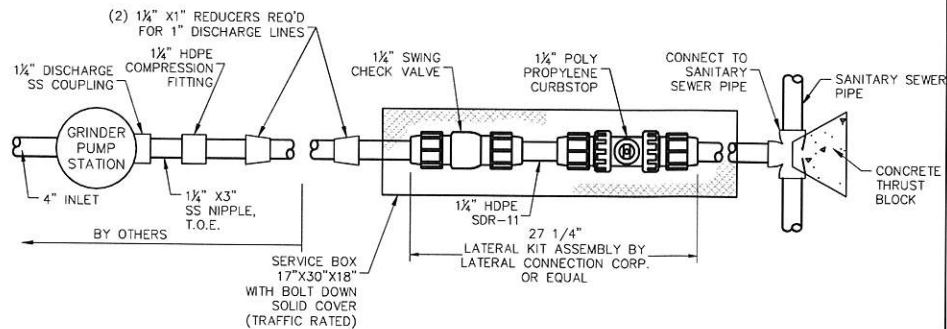


NOTE:
ON DISCHARGE SIDE OF FLUSHING ASSEMBLY, DRAINAGE SHOULD BE PROVIDED BY DRILLING A 1/8" HOLE IN STREET ELL.

FLUSHING VALVE		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02660	
DR. BY:	FILE: FLUSH	
CITY OF GULFPORT STANDARD CONSTRUCTION DETAILS		



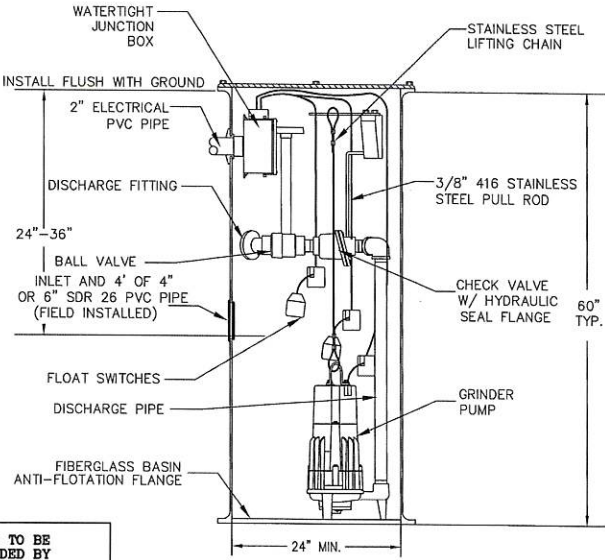
ENGINEERING & PUBLIC WORKS DEPARTMENT
400 BURNES AVENUE, GULFPORT, MS 39501
TEL: 228-869-1251 FAX: 228-869-1252



NOTE

1. DISCHARGE PIPE SHALL BE HDPE, SDR-11.
2. TEE SHALL BE AS REQUIRED FOR 1 1/2", 2", 2 1/2", 3" AND 3 1/2" MAIN LINES. FOR MAIN LINE SIZES GREATER THAN 4" TAPPING SADDLES SHALL BE USED.
3. DEPTH OF COVER FOR SERVICE LINES SHALL BE 3' MINIMUM, EXCEPT IN SERVICE BOX, MINIMUM COVER IN SERVICE BOX IS 15".
4. SERVICE BOX SHALL BE LOCATED INSIDE ROAD RIGHT OF WAY, ON SAME SIDE OF THE ROAD AS THE HOUSE.
5. GRINDER PUMP STATION TO BE BY OTHERS.

LOW PRESSURE SANITARY SEWER SERVICE
N.T.S.



NOTE: TO BE PROVIDED BY HOMEOWNERS AND INSTALLED BY OTHERS

SIMPLEX GRINDER PUMP STATION

N.T.S.
NOTE: CONTROL PANEL TO BE MOUNTED ON HOUSE AT LEAST 4 FEET ABOVE GROUND.

TERRY MORAN, P.E., P.L.S.
1806 23rd Ave. Suite B - Gulfport, MS 39501
P.O. Box 4073 Biloxi, MS 39535
PH (228) 894-4753

TME
TERRY MORAN
ENGINEERING & SURVEYING



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

CONSTRUCTION DETAILS
PRELIMINARY SUBDIVISION
THREE RIVERS ROAD
GULFPORT, MS

Sheet 6-4-24
Date
Drawn By S.G.C.
Check By R.R.H.
REV
Project No 23-115
CD4

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
RIVER PLACE SUBDIVISION
CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

This Declaration of Covenants, Conditions and Restrictions is made on the ___ day of _____, 2024, A.D., by L & R Holdings, LLC, (hereinafter call "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in City of Gulfport, Mississippi, more particularly described on Exhibit "A" attached hereto; and

WHEREAS, Declarant desired to create and develop thereon a residential community with designated common areas for the benefit of the community, (hereinafter referred to as the "Property"); and

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

1. RESIDENTIAL: All lots in River Place Subdivision as shown on the official map or plat thereof on file in the office of the Chancery Clerk of Harrison County, Mississippi, shall be known, used, and described as one-story and two-story residential lots.

2. MINIMUM SQUARE FOOTAGE: No residence, built, placed or maintained on any lot, shall contain less than one thousand four hundred fifty (1,450) square feet of living heated floor space, exclusive of porches, terraces, garages, patios and courts, unless otherwise approved by Architectural Review Committee.

3. LOT SIZE: No residence shall be constructed in the subdivision on a less quantity of ground than the whole of one entire lot, as shown by the official plat of said subdivision.

4. SETBACKS: For any and all residences constructed, erected, placed and maintained on each and every lot located in the subdivision the Architectural Review Committee shall establish the location, position and placing of the residence on the lot. All construction shall be in compliance with the city zoning requirement.

5. REQUIREMENTS FOR DWELLING: In addition to all approvals required pursuant to Paragraph 9 herein, no residence shall be constructed, built or placed on any lot in the subdivision unless the Architectural Review Committee has approved the exterior appearances and color of the residence, including, but not limited to, style and color of roofing shingle, roof pitch, color of all exterior walls and brick, surfaces and material of all exterior walls, the material composition and the location of all driveways and sidewalks; trim and exterior wall surface paint colors, stucco colors, composition of exposed exterior steps; location and appearance of drainage culverts and retaining walls, all landscaping, exterior lighting, location and material for all mailboxes and mailbox posts; and location and material types for all fences. The Architectural Review Committee established herein shall establish and publish

approved building materials, colors and specifications for all exterior materials and colors. All garages shall be rear facing.

6. CREATION, MEMBERSHIP AND VOTING RIGHT IN THE ASSOCIATION: Declarant will as its discretion relinquish responsibility for maintenance of common area and cause to be formed a non-profit corporation called River Place Subdivision Homeowners Association as hereafter set forth:

Section 1. Creation: All owners of records, as that term is herein defined, shall be a member of the River Place Subdivision Home Association (hereinafter "Association"). Said Association shall be governed by three (3) directors, who serve for a term of three (3) years, and who are elected by the owners of record. The Board of Directors shall perform the duties and responsibilities as set for herein, in addition to any other duties and owners which said Association members shall determine as set for in the By Laws of the Association.

Section 2. Membership: The members of the Association shall be and consist of each and all of the following, to-wit:

(a) Every person who is, or who hereafter becomes, an owner of record of the fee title to a Lot. The expression "owner of record of the fee title to a Lot" shall include a contract seller of any such Lot but shall not include any person who owns such title solely as security for the performance of an obligation of payment of a debt.

(b) The Association shall have two classes of voting membership:

Class A: Class A members shall be all members with exception of Declarant. Class A members shall be entitled to one vote for each Lot owned. When more than one person or entity holds an interest or interests in any Lot, all such persons or entities shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B: Class B member(s) shall be the Declarant. The Class B member(s) shall be entitled to four (4) votes for each Lot owned except as restricted under Section 3 hereof. When the total votes outstanding in the Class A membership equals the votes outstanding in the Class B membership, then the Class B membership shall cease and be converted into Class A membership.

Section 3. Voting Rights: Each member shall have one vote in the election of each officer of the Association. For all other purposes, the voting rights of the members shall be by class of membership, and shall be as flows, to-wit:

(a) Class A Members: Each person, other than person herein defined as "Declarant", who is or who hereafter becomes the Owner of a Lot shall be a Class A member of the Association. Class A members shall be entitled to one vote for each Lot owned.

(b) Class B Members: Each of the persons herein defined as "Declarant", and the nominee or nominees, in any, of each such person, shall be Class B members of the Association. Class B members shall be entitled to four (4) votes for each Lot owned.

Section 4. Memberships Appurtenant to Real Propriety: In every case, the membership of both Class A and Class B members shall be an appurtenant to the ownership of a Lot. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as an appurtenance to the

ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance, or alienation of the Lot to which the membership is appurtenant.

7. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS:

(a) Creation of the Lien and Personal Obligation of Assessments: The Declarant or developer of each lot owned within the property, hereby covenants, and each owner of each lot by acceptance of a deed therefore whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected for and as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner for such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Both annual and special assessments must be fixed at a rate for all lots and may be elected monthly. Class B Members shall be exempted from assessments on lots Declarant owns until eighty (80%) of lots are sold, thereafter, Declarant shall be responsible for payment of assessments according to the terms of this paragraph.

(b) Payments and purpose of Assessments: Each person, group of persons, corporation partnership, trust or other legal entity, or any combination thereof, who becomes a record owner of the lot, where or not it shall be so expressed in the act of sale, contract to sell or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, a monthly sum (herein elsewhere sometimes referred to as "assessments" or "carrying charges") equal to one-twelfth ($1/12^{th}$) of the members proportionate share of the sum required but the Association as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to the following:

- (i) The cost of all operating expenses of the common areas and including charges by the Association for services furnished by it;
- (ii) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any;
- (iii) The cost of general or comprehensive public liability insurance on the common areas and the cost of such other insurance as the Association may effect;
- (iv) The cost of maintenance, replacing, repairing and landscaping the common areas of Montague Place without limitation.
- (v) The cost of funding all reserves established by the Association, including, when appropriate a general operating reserve and/or a reserve for replacements.

The Board of Directors shall determine the amount of the assessment annually. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semi-annual basis rather than on the monthly basis hereinabove provided for. Any Class A member may prepay one or more installments of any annual assessment levied by the Association, without premium or penalty.

The Board of Directors of the Association shall make reasonable efforts to fix the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the lots and assessments

applicable thereto which shall be kept in the office of the Secretary of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the members. The omission of the Board of Directors, before the expiration of any assessment period, to fix assessments hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any of the common areas or by abandonment of any lot belonging to him.

(c) Non-payment assessment: Any assessment levied pursuant to this Act of Dedication, or any installment thereof, which is not paid on the date when due shall be delinquent. The personal obligation of the member, to pay such assessment shall remain his personal obligation and a suit to recover a money judgment for nonpayment of any assessment levied pursuant to this Act of Dedication, or any installment thereof, may be maintained by the Association.

Any assessment levied pursuant to this Act of Dedication or any installment thereof, which is not paid within thirty (30) days after it is due, shall bear interest at the rate of eight percent (8%) per annum.

The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property provided, however, that the Association shall not be required to pursue either remedy and that all decisions are within the sole discretion of the Association. No owner may waive or otherwise escape the liability for the assessments provided for herein by non-use of the Common Areas or by abandonment of his lot. The Association shall notify the holder of the first mortgage on any lot for which any assessment of the Act of Dedication becomes delinquent for a period in excess of sixty (60) days and in any other case where the owner of such lot is in default with respect to the performance of any other obligation hereunder for a period of sixty (60) days but any failure to give such notice shall not affect the validity of any assessment levied or to be levied pursuant to this Act of Dedication.

The Board of Directors may post a list of members who are delinquent in the payment of any assessment or other fees which may be due the Association, including any installment thereof which becomes delinquent in any prominent location within the community.

(d) Assessment Certificates: The Association shall upon demand at any time furnish to any member liable for any assessment levied pursuant to this Act of Dedication (or any third party legitimately interested in the same) as certificate in writing signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificates shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge shall not exceed Twenty Dollars (\$20.00) and may be levied in advance by the Association for each certificate delivered.

(e) Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinated to the lien of any recorded first mortgage. Sale or transfer of any

lot shall not affect the assessment lien. However, the sale or trade of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to the payment which becomes due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

8. ARCHITECTURAL REVIEW COMMITTEE: There shall be an Architectural Review Committee composed of the Declarant and/or the heirs, successors, assigns or other entities appointed by the Declarant.

9. INSURANCE:

(a) Each owner shall keep his residence insured at all times for its full replacement value against loss due to fire, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke and any other hazards that may be covered under standard extended coverage provisions, and shall furnish the Association proof of such coverage. In every case of a loss due to these hazards, each owner shall promptly repair or rebuild his lot from the insurance proceeds. Repair or reconstruction of the improvements as used herein shall mean restoring the improvements to substantially the same condition which existed prior to the damage. Each owner's fire insurance policy shall contain a waiver of subrogation clause; and each owner shall furnish the Association with a copy of his policy. Each owner does, by his acceptance of a deed, irrevocably constitute and appoint the Association his true and lawful attorney, in his name, place and stead for the purpose of accomplishing a repair or reconstruction or the improvements in the event the owner fails or refuses to carry out any of the provisions contained herein. If insurance proceeds are insufficient to cover the cost of the reconstruction, the Association may pay the excess and the cost thereof shall become a part of the assessment to which lot is subject.

(b) Each owner shall be responsible at his own expense and cost for his own personal insurance on the contents of his own residence, carport, or parking space, including decorations, furnishings and personal property therein, and his personal property stored elsewhere on the property; and for his personal liability not covered by liability insurance for all owners obtained as a part of the common expense.

10. ANTENNAS: No television or other electronic receiving or transmitting device shall be located or placed in or upon any parcel with the exception of such devices as shall be fully contained and enclosed with a dwelling located upon a particular parcel. Without limiting the general provisions hereof, this provision is specifically intended to prohibit the installation of what are commonly referred to as "Satellite Dishes" and any shortwave or other transmitting devices which interfere with the television or other electronic receptions of the neighbors. Each property shall provide a screened area to serve as a service yard in which garbage receptacle, fuel tanks, or other similar storage receptacle, electric and gas meters, air conditioning equipment, clothes lines, and other unsightly objects must be placed or stored in order to conceal them from the view of the road and adjacent properties.

11. FENCES: No fences shall be erected in the subdivision without prior approval of the Architectural Review Committee

12. PETS: No animals, livestock, poultry of any kind shall be raised, bred, kept, staked or pastured on any lot or in the common areas, except dogs, cats, birds, or other household pets, which shall be kept and maintained in accordance with the rules and regulations adopted from time to time by the Board of Directors. No pets are to be allowed to roam freely within the subdivision.

13. SIGNS: Except as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be maintained or permitted within the window, on the exterior of any window, or any portion of the property by anyone, including, but not limited to, the property owner, realtor, contractor, or subcontractor, without the express written permission or the Architectural Review Committee. The approval of any signs and posters without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the Architectural Review Committee and may be arbitrarily withheld. If any such sign or advertising device is approved, it shall only contain one name, and/or one number, not exceeding one hundred twenty (120) square inches, and if for sale purposes, such sign shall not exceed six (6) feet in area, and shall be subject to the right of the Architectural Review Committee to restrict color and content.

14. OTHER BUILDINGS AND VEHICLES: No tent, trailer, barn or any similar outbuilding or structure shall be placed on any lot or on any other areas at any time, either temporarily or permanently, without prior approval from the Architectural Review Committee. No mobile home, tractor, boats, trailer or RV vehicle shall be placed on any lot or on subdivision streets, either temporarily or permanently. Each owner shall provide for parking for at least two (2) automobiles per owner for each dwelling owned or maintained by such owner.

15. VARIANCES: The undersigned Declarant reserves the right to make minor changes or alterations in these Restriction and Covenants and to waive minor violations of the same. No private or public nuisance may be created or maintained upon any of any said lots. All construction taking place upon subject property shall be completed within seven (7) months from starting date.

16. ENFORCEMENT: If the owner or claimant of any of said lots shall violate or attempt to violate any of the conditions, restrictions or covenants herein contain, then in such event any other person or persons owning any other of said lots or portion thereof or interest therein may institute and prosecute any appropriate proceeding or proceedings either at law or equity for the purposes of enjoining any such violation or attempted violation and/or damages therefore, but there shall be no forfeiture or reversion of title because of any such violation or attempted violation of any said Condition, Restriction or Covenants.

17. SEVERABILITY: If one or more of the Conditions, Covenants or Restrictions herein contained shall be held by any court of competent jurisdiction to be invalid for any reason, any such holding shall not affect the validity and effectiveness of the other Conditions, Covenants, and Restrictions herein contained.

18. TERM: The Restrictive Covenants shall run with the land and the title thereto and shall be binding upon all properties owned and/or claiming out of them by purchase, inheritance or otherwise, for a period of thirty (30) years from the date which they are executed,

and upon expiration of said thirty (30) year period, the Covenants shall automatically be extended for additional terms of ten (10) years each.

19. AMENDMENTS, VOTING RIGHTS AND TERMINATION: These Building restrictions and Protective Covenants may be amended from time to time by a written document signed, acknowledged and recorded, which reflects the affirmative vote in favor of the amendment by eighty percent (80%) of the lot owners, and in each case, such amendments shall be evidenced by a document in writing, bearing each of their signatures. All amendments, if any, shall be recorded in the office of the Chancery Clerk of Harrison County, Mississippi.

WITNESS THE SIGNATURES of the Declarant on this the ____ day of _____, A.D., 2024.

By: _____
L & R Holdings, LLC

DRAFT

“Exhibit A”

Legal Description:

(refer to recording plat for legal description)

DRAFT

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of _____, A.D., 2024 within my jurisdiction, the within named Robert B. Heinrich, executed that above and forgoing instrument.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 2024.

NOTARY PUBLIC

MY COMMISION EXPIRES:

DRAFT



Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
L & R Holdings, LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1293784
Status:	Good Standing
Effective Date:	07/26/2021
State of Incorporation:	Mississippi
Principal Office Address:	1806 23rd Avenue, Suite B Gulfport, MS 39501

Registered Agent

Name

Robert B Heinrich
1806 23rd Avenue, Suite B
Gulfport, MS 39501

Officers & Directors

Name	Title
Robert B Heinrich 1806 23rd Avenue, Suite B Gulfport, MS 39501	Member
William A. Peneguy 1918 21st Avenue Gulfport, MS 39501	Other



John 1st JUDICIAL DISTRICT
Instrument 2023-0016252-D-J1
Filed/Recorded 08/17/2023 10:15:01 AM
Total Fees 26.00
4 Pages Recorded

Indexing: Pt. of SE 1/4 of SE 1/4 of S 3-7-11

STATE OF MISSISSIPPI

COUNTY OF HARRISON

FIRST JUDICIAL DISTRICT

Prepared by and return to:

David B. Estes

MS Bar No. 101404

Integrity Land Title, LLC

1806 23rd Avenue, Suite A

Gulfport, MS 39501

(228)896-8962

File#4688

WARRANTY DEED

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

WAYNE A. SAUCIER
123 DEANNA ST.
GULFPORT, MS 39503
(228)697-3028

does hereby **SELL, CONVEY** and **WARRANT** unto

L & R HOLDINGS, LLC
A MISSISSIPPI LIMITED LIABILITY COMPANY
1806 23RD AVE. STE B
GULFPORT, MS 39501
(228)896-6768

the following described land together with all improvements thereon located in First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

SEE EXHIBIT "A"

THE ABOVE described property is no part of the homestead of the Grantors nor any part thereof.

THIS CONVEYANCE is subject to any and all easements, restrictive or protective covenants, rights-of-way, zoning ordinances and reservations affecting said property of record.

TAXES for the year 2023 are hereby prorated and the same are hereby assumed by the Grantee herein. It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and that when said taxes are actually determined, if the proration as of this date is incorrect, the parties herein agree to pay on a basis of an actual proration. All subsequent years' taxes are specifically assumed by Grantee herein.

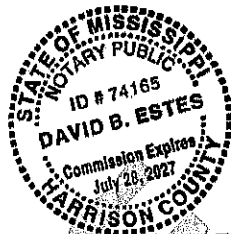
WITNESS my signature this the 11 day of August, 2023.


WAYNE A. SAUCIER

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state on this the 16 day of August, 2023, within my jurisdiction, the within named **WAYNE A. NECAISE**, who acknowledged that he executed the above and foregoing instrument.

(SEAL)



My Commission Expires:


NOTARY PUBLIC

Un-Official

4

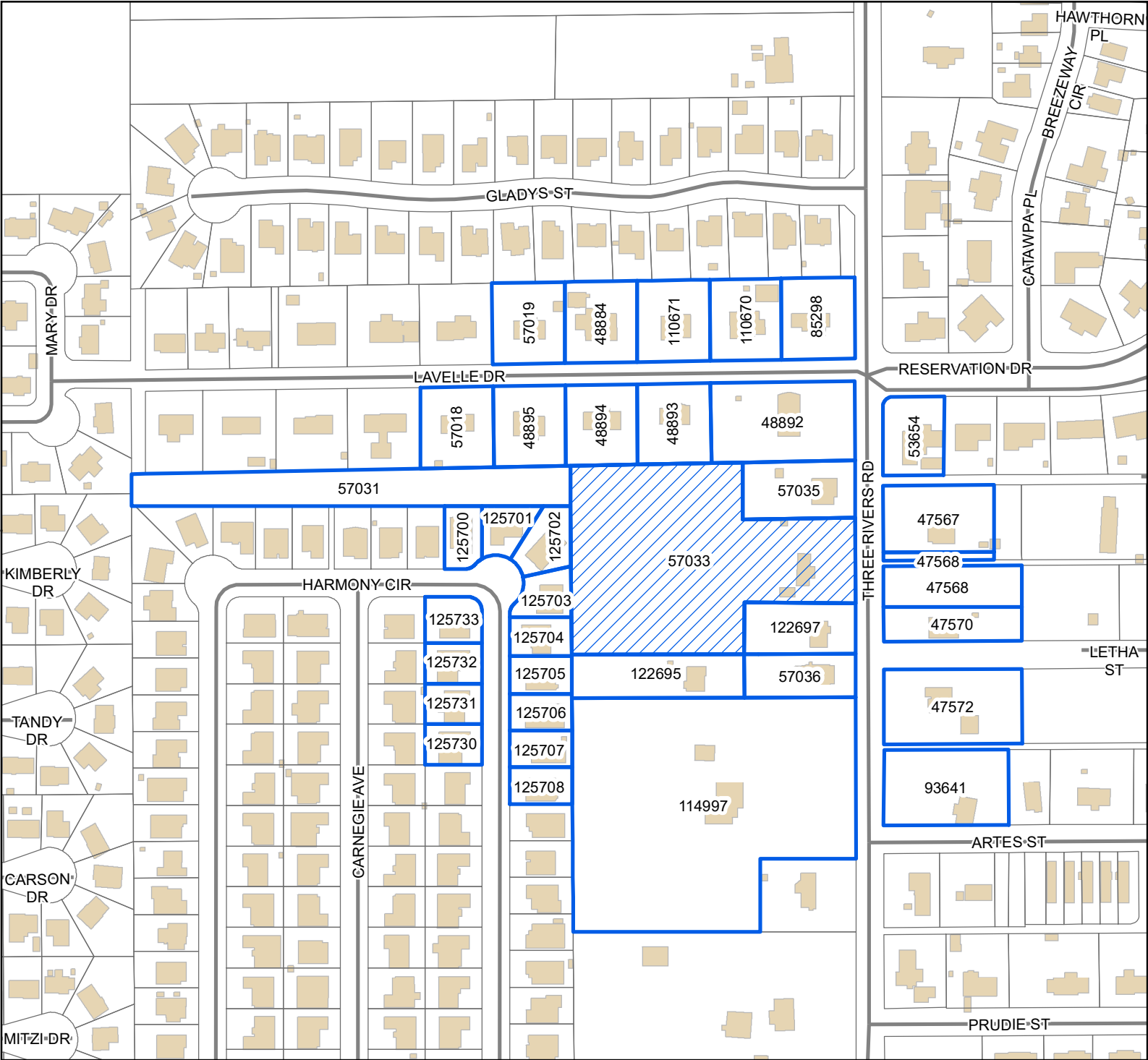
EXHIBIT "A"

A parcel of land situated in and a part of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 3, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi, being more particularly described as follows to-wit: Commence at that point where the north line of the said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 3 intersects the west margin of Three Rivers Road; thence run South along the west margin a distance of 100.0 feet to an iron rod for the POINT OF BEGINNING of the property herein described; from said Point of Beginning, continue South along the west margin of Three Rivers Road a distance of 156.0 feet to an iron rod; thence run West a distance of 200.0 feet to an iron rod; thence run South a distance of 90 feet to an iron rod; thence run West a distance of 315.4 feet to an iron pipe; thence run North a distance of 346.0 feet to an iron pipe situated on the north line of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 3; thence run East along the north line a distance of 315.4 feet to an iron pipe; thence run South a distance of 100.0 feet to an iron rod; thence run East a distance of 200.0 feet to the POINT OF BEGINNING. Said parcel contains 3.22 acres, more or less.

Not Official

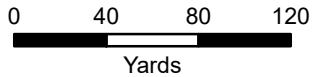
Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		0808H-02-095.000	L & R HOLDINGS, LLC (OWNER)	28 52ND ST	GULFPORT	MS	39507
			HEINRICH & ASSOCIATES (AGENT)	1806 23RD AVE STE B	GULFPORT	MS	39503
			Adjacent Property Owners (2409PC145)				
	57035	0808H-02-096.000	MENDOZA JOSE FERNANDO & RIVERA MARIA	12127 THREE RIVERS RD	GULFPORT	MS	39503
	57033	0808H-02-095.000	SAUCIER WAYNE A	123 DEANNA ST RT 4	GULFPORT	MS	39503
	114997	0808H-02-092.001	NGUYEN TONY NGOC	12073 THREE RIVERS RD	GULFPORT	MS	39503
	47570	0908E-02-032.000	MIDDLETON JOHN EDWARD	12104 THREE RIVERS RD	GULFPORT	MS	39503
	48892	0808H-02-001.000	BRUCE CONNER D & ALISYA ALAURA	14021 LAVELLE DRIVE	GULFPORT	MS	39503
	48894	0808H-02-003.000	ANDERSON DANIEL H	13543 BRAYTON BLVD	GULFPORT	MS	39503
	47567	0908E-02-035.000	SHAW REBECCA S	12120 THREE RIVERS RD	GULFPORT	MS	39503
	110670	0808H-01-007.001	WILLIAMS SHUGANA L & LYSUNDER	14030 LAVELLE DRIVE	GULFPORT	MS	39503
	110671	0808H-01-007.002	LAN PAUL MING & MELITA C	4642 DANA DR	LA PALMA	CA	90623
	48884	0808H-01-008.000	CRITTENDEN JOHN D	14054 LAVELLE DR	GULFPORT	MS	39503
	53654	0908E-01-083.000	JERKINS TAMMY DIANE	100 RESERVATION DR	GULFPORT	MS	39503
	57019	0808H-01-009.000	ROBERTS LAN THI -L/E-	14068 LAVELLE DRIVE	GULFPORT	MS	39503
	57018	0808H-02-005.000	RUTLEDGE HOWARD	14081 LAVELLE DR	GULFPORT	MS	39503
	47572	0908E-02-030.000	HAGLER LOWELL T JR & JILL R	12092 THREE RIVERS RD	GULFPORT	MS	39503
	93641	0908E-02-029.000	MEJIA ARTURO	3612 CONNECTICUT AVE	KENNER	LA	70065
	85298	0808H-01-007.000	KLINE CARLY R	14018 LAVELLE DR	GULFPORT	MS	39503
	48893	0808H-02-002.000	GRIFFIN RICHARD D & BEVERLY A	14043 LAVELLE DR	GULFPORT	MS	39503
	48895	0808H-02-004.000	ROBINSON RUTH R	14069 LAVELLE DR	GULFPORT	MS	39503
	47568	0908E-02-033.000	GARCIA FRISLY G	713 FOURNIER AVE	GULFPORT	MS	39501
	125708	0808H-02-088.036	MOORE JOHN RUSSELL	12148 HARMONY CIRCLE	GULFPORT	MS	39503
	125706	0808H-02-088.034	ROBERTSON CURTIS E & LAKISHA S	12140 HARMONY CIRCLE	GULFPORT	MS	39503
	125732	0808H-02-088.060	LEVERETTE BRIAN	12133 HARMONY CIRCLE	GULFPORT	MS	39503
	125705	0808H-02-088.033	MAURICE JAIME J JR & MORGAN E	12136 HARMONY CIRCLE	GULFPORT	MS	39503
	125704	0808H-02-088.032	JEANSONNE JOEY & SHERYL LYNN	12132 HARMONY CIRCLE	GULFPORT	MS	39503
	57036	0808H-02-093.000	DEJEAN ROXANNE ELLIS	12095 THREE RIVERS RD	GULFPORT	MS	39503
	125703	0808H-02-088.031	TUBBS CRYSTAL T & JOHN D	12128 HARMONY CIRCLE	GULFPORT	MS	39503
	125701	0808H-02-088.029	RHOADS ZACHERY D	12120 HARMONY CIRCLE	GULFPORT	MS	39503
	122695	0808H-02-093.001	HARRIS LANE DAVID -ETAL	12099 THREE RIVERS RD	GULFPORT	MS	39503
	125730	0808H-02-088.058	DOAN HAI	12141 HARMONY CIRCLE	GULFPORT	MS	39501
	125731	0808H-02-088.059	CROSBY TAVARIS	12137 HARMONY CIRCLE	GULFPORT	MS	39503
	125733	0808H-02-088.061	MAGEE ARGUSTER C JR & JAMMIE QUINN	12129 HARMONY CIRCLE	GULFPORT	MS	39503
	125700	0808H-02-088.028	THOMAS MICHAEL D	12116 HARMONY CIRCLE	GULFPORT	MS	39503
	125707	0808H-02-088.035	BRADLEY JOHN C JR	12144 HARMONY CIRCLE	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
125702	0808H-02-088.030	RAY NANCY JOYCE		12124 HARMONY CIRCLE	GULFPORT	MS	39503
122697	0808H-02-093.002	WHITE ZAIRE		12105 THREE RIVERS RD	GULFPORT	MS	39503



Legend

- Site
- Adjacent Properties
- Street
- Buildings



1 inch = 250 feet



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



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Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	589782	Print Legal Ad-IPL01926840 - IPL0192684		\$87.70	2	45 L

Attention: Matilda Welch

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

LEGAL NOTICE

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, September 26, 2024 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2407PC100, by owner Prasant Patel, seeking approval for convenience store use - Tax Parcel 1008M-01-007.000 - Located at 11268 Lorraine Road (Zoned B-2 (General-Business)) - Ward 6

Planning Commission Approval 2409PC131, by owner Hecto Services Inc, seeking approval for a cabinet and carpenter shop use, Tax Parcel 0810N-03-037.000, 2815 22nd Avenue, Zoned B-2 (General-Business), Ward 3

General Plan 2409PC133, by agent Dennis Stieffel, seeking approval for a 41-lot subdivision (Oak Landing, Phase 2), Tax Parcels 1008G-02-130.000, 1008G-02-130.001, 1008J-02-001.000, Ollie Road, Zoned R-1-10 (Single-family), Ward 6

Planning Commission Approval 2409PC136, by owner Otis T Ellis, seeking approval for a mobile home use, Tax Parcel 0810E-05-009.000, 4223 Michigan Ave, Zoned R-1-5 (Single-Family), Ward 3

Special Exception 2409SE140, by agent Johnathan Tate Jr., seeking approval for a daycare use, Tax Parcel 0810N-04-001.000, 2301 31st Street, Zoned B-2 (General-Business), Ward 3

General Plan 2409PC145, by agent Robert B. Heinrich, seeking approval for a 9 lot subdivision with one outparcel, Tax Parcel 0808H-02-095.000, 12115 Three Rivers Road, Zoned R-1-10 (Single-family), Ward 6

General Plan 2409PC146, by agent Robert B. Heinrich, seeking approval for a 23 lot subdivision with one outparcel, Tax Parcel 0907J-01-001.005, Three Rivers Rd, Zoned R-B (Residence-business), Ward 6

Zoning Text Amendment 2407PC094, by City of Gulfport Administration, to amend Appendix D (Smartcode) at 5.4.11a and 5.4.11b both at building setback to delete the 6-foot maximum side yard setback

Zoning Text Amendment 2409PC129, by City of Gulfport Urban Development, to amend Appendix A to the Code of Ordinances to remove certain duties from the Building Code of Planning Director and assign those duties to the Planning Administrator.

Zoning Map Amendment 2409PC144, by agent Heinrich & Associates LLC, requesting to rezone to R-O (Residence-Office), Tax Parcel 1009L-02-018.000, 9298 Lorraine Rd, Zoned R-1-7.5 (Single-Family), Ward 5

This the 4th day of September 2024
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0192684
Sep 11 2024

PUBLIC HEARING

STATE OF MISSISSIPPI COUNTY OF HARRISON

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

1 insertion(s) published on:

09/11/24

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

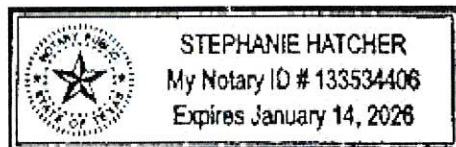
Mary Castro

Sworn to and subscribed before me this 12th day of September in the year of 2024

Stephanie Hatcher

Notary Public

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



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



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

PLANNING COMMISSION CASE # 2024-764

Hearing Date: Thursday, September 26, 2024

General Plan 2409PC146: General Plan 2409PC146, by agent Robert B. Heinrich, seeking approval for a 23 lot subdivision with one outparcel, Tax Parcel 0907J-01-001.005, Three Rivers Rd, Zoned R-B (Residence-business), Ward 6

Technical Report
General Plan
(Plantation Oaks Phase 3)

GENERAL INFORMATION

Case File Number: 2409PC146

Hearing Date: September 26, 2024

Current Zoning/Use: R-B / Vacant Property

Legal: General Plan 2409PC146, by agent Robert B. Heinrich, seeking approval for a 23 lot subdivision with one outparcel, Tax Parcel 0907J-01-001.005, Three Rivers Rd, Zoned R-B (Residence-business), Ward 6

TECHNICAL DETAILS

The applicant seeking approval for a 23 lot residential subdivision, named Plantation Oaks Subdivision Phase 3, on tax parcel 0907J-01-001.005, which is approximately 8.5 acres in size and is zoned R-B (Residence-business).

Regulations state that the minimum property size for new single-family homes in this zoning district is 7,500 square feet with a front yard setback of 25 feet and a side and rear yard setback of 8 feet. In review of the General Plan, the applicant meets or exceeds the city's requirements for this zoning district. Street access created for this a straight-of-way that is connected to an existing roadway and provides an ingress and egress off of Three Rivers Road.

The proposed parcel is located adjacent to existing city rights-of-way, which are protected by Gulfport Fire and Police, and will have capacity for city water and sewer. The applicant has provided a copy for their proposed covenants for the subdivision, per the General Plan application requirements.

Engineering department has noted a list of conditions for the proposed General Plan, which are listed within the conditions below, stating that there are revisions needed to the construction plans. Engineering has also stated in their comments: "Approval of the General Plan does not constitute Engineering approval of the construction plans.

Any approval should consider these conditions:

1. Sanitary sewer shall be gravity sewer instead of pressurized.
2. No grading plan of the lots was included. Drainage patterns for Lots 7-15 indicate flow away from the wetlands. Revised construction plans must show lot grading and rear yard slopes, which was not submitted with the proposed construction plans, may have to be revised.
3. No grading plan of the lots was included. Drainage patterns for Lots 7-15 indicate flow away from the wetlands. Revised construction plans must show lot grading and rear yard slopes, which was not submitted with the proposed construction plans, may have to be revised.

Technical Report
General Plan
(Plantation Oaks Phase 3)

4. The proposed construction plans were reviewed by Engineering. There are revisions needed to the construction plans. Approval of the General Plan does not constitute Engineering approval of the construction plans.
5. Provide construction plans for permitting if approved.
6. Provide copies of all State and Federal Permits required for development prior to permitting. Provide a Copy of the State's Storm Water Pollution Prevention Plan (SWPPP) and copies of the erosion control plan prior to permitting.
7. Protected trees to be preserved and protected per City ordinance requirement, Chapter 8.
8. General Plan approval will require reapproval from Planning Commission one year from approval date, if not Final Platted within one from approval.

DEPARTMENTAL CONDITIONS

Engineering:

Conditions. Memo dated 9/11/24.

1. Sanitary sewer shall be gravity sewer instead of pressurized.
2. No grading plan of the lots was included. Drainage patterns for Lots 7-15 indicate flow away from the wetlands. Revised construction plans must show lot grading and rear yard slopes, which was not submitted with the proposed construction plans, may have to be revised.
3. Revise the street line at Lot 10 to provide additional right-of-way for the sidewalk and utilities to be routed clear of the root system of both live oak trees while remaining in the right of way.
4. The proposed construction plans were reviewed by Engineering. There are revisions needed to the construction plans. Approval of the General Plan does not constitute Engineering approval of the construction plans.

Public Works:

Provide construction plans for permitting if approved. Memo dated 09/13/24.

Traffic and Safety:

No comment as of 09/16/24.

Building Code Services:

Provide copies of all State and Federal Permits required for development prior to permitting. Provide a Copy of the State's Storm Water Pollution Prevention Plan (SWPPP) and copies of the erosion control plan prior to permitting. Memo dated 08/26/24.

GIS:

No conditions. Memo date 8/30/24.

Police Department:

No comment as of 09/16/24.

Technical Report
General Plan
(Plantation Oaks Phase 3)

Fire Department:

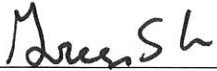
No conditions. Memo dated 09/13/24.

City Arborist:

Protected trees to be preserved and protected per City ordinance requirement, Chapter 8. Memo dated 8/26/24.

DIRECTOR APPROVAL

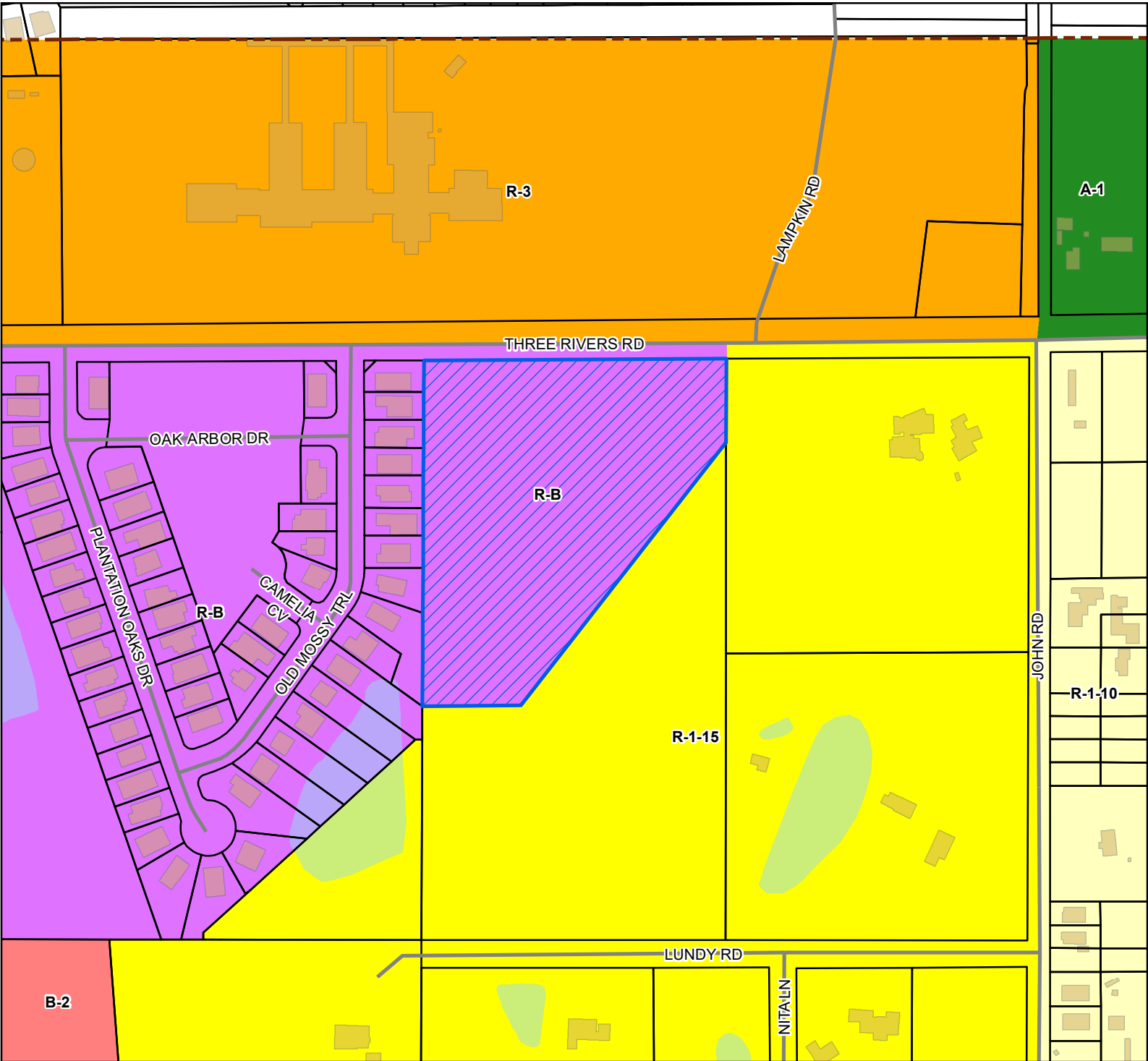
This report has been reviewed and approved by:



Greg Holmes

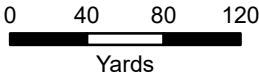
Director of Urban Development Department





- Site
- Street
- Parcels
- Buildings
- Water Features
- City Limit
- Zoning**
 - A-1 - Agricultural District
 - B-2 - General Business District
 - R-1-10 - Single Family Residence (Low Density)
 - R-1-15 - Single Family Residence District (Low Density)
 - R-3 - General Residence (High Density)
 - R-B - Residence-Business District

Site Information
0907J-01-001.005
Zoning: R-B (Residence Business)
Size: 8.5 acres
Flood: X



1 inch = 300 feet



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



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

APPLICATION FOR GENERAL SUBDIVISION PLAN

Property Information

TAX PARCEL #

0	9	0	7	J

 -

0	1

 -

0	0	1

 •

0	0	5

For Staff Use Only
Case File #: 2409PC146
Date Received: 8/7/2024
Receipt #: _____
Received By: LJA / JJA
Zoning: R-B
Ward: 6 Flood: X
Size: 8.5 acres

(If necessary, use separate sheet of paper)

Address of Property Involved: Three Rivers Rd. and Lumpkin Rd.; Gulfport, MS 39503

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

General Location: South side of Three Rivers Rd. across from Lumpkin Rd., Gulfport, MS

GENERAL DESCRIPTION OF REQUEST:

Requesting General Plan approval for a 23 lot residential subdivision, zoned R-7.5. No variances requested.

With one out parcel

OWNERSHIP AND CERTIFICATION:

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

OWNER

Plantation Oaks, LLC

Printed Name Of Owner

P.O. Box 268

Mailing Address

Biloxi MS 39533

City State Zip code

228-218-0040

Home Phone Work/Cell Phone

rbaudry1@gmail.com

Email

Richard Baudry

Signature Of Owner

AGENT

Robert B. Heinrich - Heinrich & Associates

Printed Name Of Agent

1806 23rd Ave., Suite B

Mailing Address

Gulfport MS 39503

City State Zip code

228-896-6768

Home Phone Work/Cell Phone

bobby.h@heinrichassociates.net

Email

Robert B. Heinrich

Signature Of Agent

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

☐

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

Plantation Oaks, LLC

P.O. Box 268
Biloxi, MS 39533

CORPORATE RESOLUTION

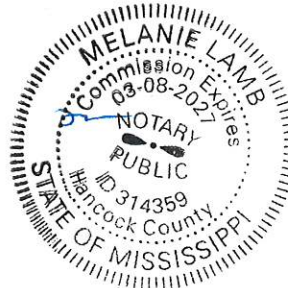
STATE OF MISSISSIPPI
COUNTY OF HARRISON

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named **Richard Baudry** who acknowledged that he is a **Member** of **Plantation Oaks, LLC**, A Mississippi Limited Liability Company, and for that and on behalf of the said company, and as its act and deed, they executed the above and foregoing instrument, after first have been duly authorized by said company so to do has authority to sign all city documents on behalf of said company.

Given under my hand and official seal of office, this the 6th day of August 2024.


Richard Baudry, Member


Notary Public



My Commission Expires:

03-08-2027

Plantation Oaks, LLC
P.O. Box 268
Biloxi, MS 39533

August 5, 2024

City of Gulfport
Planning Department
1410 24th Ave.
Gulfport, MS 39501

RE: **Agent Letter for
Plantation Oaks, LLC
Tax Parcel No. 0907J-01-001.005
Gulfport, Mississippi**

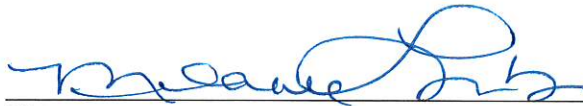
To Whom It May Concern:

Please allow this letter to serve as official notice that **Robert Heinrich** of *Heinrich & Associates, LLC*, is authorized to act as agent on behalf of **Plantation Oaks, LLC** in any Planning Commission or City Council matters.

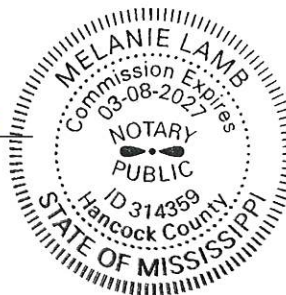
If you have any questions, please do not hesitate to contact me.

Sincerely,





Notary



My Commission Expires:

03-08-2027



**TERRY MORAN
ENGINEERING**

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

August 4th, 2024

PRE AND POST DRAINAGE CALCULATIONS

For:

Plantation Oaks, Phase III Subdivision

Location:

Three Rivers Rd.

Gulfport, Mississippi 39503

PARCEL NO. 0907J-01-001.005

Owner:

Plantation Oaks, LLC



PROJECT NO. 23-156

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	○ q	

I. Design Requirements

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

- 2 year
- 10 year
- 25 year

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

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

II. Calculation Methodologies

The calculations for the onsite stormwater peak runoff rates and pond hydrograph routings for the design events were computed in Autodesk Hydrographs 2024. The rational and TR55 method with Kinematic Wave routing was utilized to model the pre and post development runoff conditions for the pre and post peak runoff rates and the pond hydrograph routing. The rational method was employed to analyze the new on-site stormwater facilities. The proposed system is designed for the 10-year design event.

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

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

III. Description of Existing Conditions

The approximately 8.45 acre project site is located along the South side of Three Rivers Road in Harrison County, MS. The site itself drains from North to South at an average slope of 2.00 % in its current state.

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

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

At—Atmore silt loam

PoB—Poarch fine sandy loam

PoC—Poarch fine sandy loam

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

The time of concentration was calculated using the rational and TR55 sheet flow method. A sheet flow length of 300 feet and at a slope of 2.0% coupled with a manning's "n" value of 0.40 (light underbrush).

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

The composite C value = 0.30

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

IV. Description of Proposed Improvements

The project will consist of construction of 23 Single Family Residences on 8.45 acre area, and 0.75 Acres of Asphalt Pavement. (2) Ponds are being proposed to retain rainfall to Pre Development Conditions.

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

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

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

V. Detention Pond Analysis

detention pond was designed to mitigate stormwater peak runoff rates per the design criteria storm events. The Pond 1 accepts sheet flow from the lots and channel flow from Roadway, then conveys that water through (1) proposed pipes (1) 10" pipe (sloped at 1.0%) that control the release flowrate of the pond 1. The Pond 2 accepts sheet flow from the lots and channel flow from Roadway, then conveys that water through (1) proposed pipes (1) 10" pipe (sloped at 0.50%) that control the release flowrate of the pond 2. Offsite Drainage is factored in to the Total Post development release rate.

Modelling was performed in Autodesk Hydrographs 2024 using the Kinematic Wave routing method. Watershed runoff rates were calculated using the rational and TR55 method. Actual pond storage volumes versus stages were calculated using the contour areas as designed in AutoCAD Civil 3D and imported in Storm and Sanitary Analysis (SSA).

At the storm event, the 25 year-24-hour event, a peak storage elevation of 27.12 was noted in proposed pond 1. This corresponds to a ponding depth of 1.12 feet maximum in proposed pond A. a peak storage elevation of 38.39 was noted in proposed pond 2. This corresponds to a ponding depth of 1.39 feet maximum in proposed pond 2.

VI. Maintenance of Stormwater Facilities

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

The owner shall do the following maintenance:

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

performed if necessary. An annual inspection of the pond perimeters should be done. Potentially damaging fallen trees, debris and sediment should be removed. Periodic removal of floating debris to prevent clogging of the spillway should be done.

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

VII. Results and Conclusion

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

Figure 4: Total Site Peak Runoff Rates Pond

Storm Event	Pre-Development (cfs)	Post Development (cfs)	Reduction
2	5.66	5.47	0.19
10	8.04	7.24	0.80
25	9.45	8.21	1.24

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

Appendix A

Soil Survey Information

Appendix B

Soil Map—Harrison County, Mississippi



Soil Map—Harrison County, Mississippi

MAP LEGEND

Area of Interest (AOI)		Spoil Area
Area of Interest (AOI)		Stony Spot
Soils		Very Stony Spot
Soil Map Unit Polygons		Wet Spot
Soil Map Unit Lines		Other
Soil Map Unit Points		Special Line Features
Special Point Features		
Blowout	Water Features	
Borrow Pit	Streams and Canals	
Clay Spot	Transportation	
Closed Depression	Rails	
Gravel Pit	Interstate Highways	
Gravelly Spot	US Routes	
Landfill	Major Roads	
Lava Flow	Local Roads	
Marsh or swamp	Background	
Mine or Quarry	Aerial Photography	
Miscellaneous Water		
Perennial Water		
Rock Outcrop		
Saline Spot		
Sandy Spot		
Severely Eroded Spot		
Sinkhole		
Slide or Slip		
Sodic Spot		

MAP INFORMATION

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

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

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

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

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Harrison County, Mississippi
Survey Area Data: Version 20, Sep 9, 2023

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

Date(s) aerial images were photographed: Feb 13, 2023—Feb 19, 2023

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

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
At	Atmore silt loam, 0 to 2 percent slopes	19.8	40.7%
PoB	Poarch fine sandy loam, 2 to 5 percent slopes	6.8	14.0%
PoC	Poarch fine sandy loam, 5 to 12 percent slopes	5.7	11.8%
SfC	Saucier fine sandy loam, 5 to 8 percent slopes	4.6	9.5%
ShC	Saucier, Smithton, and Susquehanna soils, rolling	6.7	13.8%
SnB	Saucier-Susquehanna complex, 2 to 5 percent slopes	2.4	5.0%
St	Smithton fine sandy loam	2.5	5.1%
Totals for Area of Interest		48.6	100.0%

Rainfall Data, C values



NOAA Atlas 14, Volume 9, Version 2
 Location name: Gulfport, Mississippi, USA*
 Latitude: 30.4015°, Longitude: -89.0118°
 Elevation: 27 ft**
 * source: ESRI Maps
 ** source: USGS



POINT PRECIPITATION FREQUENCY ESTIMATES

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

NOAA, National Weather Service, Silver Spring, Maryland

[PF_tabular](#) | [PF_graphical](#) | [Maps & aeriels](#)

PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches/hour) ¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	7.04 (5.69-8.64)	8.12 (6.56-9.98)	9.86 (7.96-12.1)	11.3 (9.05-13.9)	13.1 (10.2-16.4)	14.5 (11.1-18.3)	15.9 (11.9-20.3)	17.2 (12.5-22.3)	19.0 (13.3-24.9)	20.2 (13.9-26.9)
10-min	5.15 (4.17-6.33)	5.95 (4.81-7.31)	7.22 (5.82-8.88)	8.25 (6.62-10.2)	9.62 (7.49-12.0)	10.6 (8.16-13.4)	11.6 (8.69-14.8)	12.6 (9.13-16.3)	13.9 (9.74-18.2)	14.8 (10.2-19.7)
15-min	4.19 (3.39-5.14)	4.84 (3.91-5.94)	5.87 (4.73-7.22)	6.71 (5.38-8.27)	7.82 (6.10-9.76)	8.66 (6.63-10.9)	9.47 (7.07-12.1)	10.3 (7.42-13.3)	11.3 (7.92-14.8)	12.0 (8.30-16.0)
30-min	3.15 (2.55-3.87)	3.66 (2.96-4.50)	4.48 (3.61-5.50)	5.13 (4.12-6.32)	6.00 (4.67-7.48)	6.65 (5.09-8.36)	7.28 (5.43-9.27)	7.89 (5.70-10.2)	8.67 (6.08-11.4)	9.24 (6.37-12.3)
60-min	2.10 (1.70-2.58)	2.44 (1.97-2.99)	2.99 (2.41-3.68)	3.45 (2.77-4.25)	4.09 (3.20-5.13)	4.59 (3.52-5.80)	5.09 (3.81-6.51)	5.60 (4.06-7.27)	6.28 (4.42-8.28)	6.80 (4.69-9.05)
2-hr	1.31 (1.07-1.60)	1.52 (1.24-1.85)	1.87 (1.52-2.28)	2.17 (1.75-2.65)	2.59 (2.05-3.24)	2.93 (2.27-3.68)	3.27 (2.47-4.17)	3.63 (2.65-4.69)	4.11 (2.92-5.40)	4.49 (3.12-5.94)
3-hr	0.979 (0.802-1.19)	1.13 (0.928-1.37)	1.40 (1.14-1.70)	1.63 (1.33-1.99)	1.97 (1.57-2.46)	2.25 (1.75-2.82)	2.54 (1.93-3.23)	2.84 (2.09-3.67)	3.27 (2.33-4.28)	3.60 (2.51-4.74)
6-hr	0.593 (0.489-0.712)	0.687 (0.567-0.826)	0.854 (0.703-1.03)	1.00 (0.823-1.21)	1.23 (0.990-1.53)	1.42 (1.12-1.77)	1.62 (1.24-2.05)	1.83 (1.36-2.35)	2.13 (1.53-2.78)	2.37 (1.66-3.11)
12-hr	0.352 (0.293-0.419)	0.411 (0.342-0.491)	0.516 (0.428-0.617)	0.611 (0.505-0.731)	0.752 (0.610-0.929)	0.869 (0.690-1.08)	0.994 (0.768-1.25)	1.13 (0.843-1.44)	1.32 (0.954-1.71)	1.47 (1.04-1.91)
24-hr	0.204 (0.171-0.241)	0.243 (0.203-0.287)	0.309 (0.259-0.366)	0.368 (0.306-0.437)	0.454 (0.371-0.555)	0.525 (0.419-0.645)	0.599 (0.465-0.746)	0.677 (0.509-0.857)	0.787 (0.573-1.01)	0.874 (0.621-1.13)
2-day	0.113 (0.096-0.133)	0.137 (0.116-0.161)	0.177 (0.149-0.208)	0.211 (0.177-0.249)	0.261 (0.214-0.315)	0.301 (0.242-0.366)	0.342 (0.267-0.422)	0.385 (0.291-0.483)	0.445 (0.326-0.568)	0.492 (0.352-0.631)
3-day	0.081 (0.069-0.094)	0.097 (0.083-0.113)	0.124 (0.105-0.144)	0.147 (0.124-0.172)	0.181 (0.150-0.218)	0.209 (0.169-0.253)	0.238 (0.187-0.292)	0.268 (0.204-0.335)	0.310 (0.228-0.394)	0.344 (0.247-0.439)
4-day	0.064 (0.055-0.075)	0.076 (0.065-0.088)	0.096 (0.082-0.112)	0.114 (0.096-0.133)	0.140 (0.116-0.168)	0.161 (0.130-0.194)	0.183 (0.144-0.224)	0.206 (0.157-0.257)	0.239 (0.176-0.303)	0.265 (0.191-0.338)
7-day	0.042 (0.036-0.049)	0.049 (0.042-0.057)	0.061 (0.052-0.071)	0.072 (0.061-0.083)	0.087 (0.072-0.104)	0.099 (0.081-0.119)	0.112 (0.089-0.137)	0.126 (0.097-0.156)	0.145 (0.108-0.183)	0.161 (0.116-0.204)
10-day	0.033 (0.029-0.039)	0.039 (0.033-0.044)	0.047 (0.041-0.054)	0.055 (0.047-0.063)	0.066 (0.055-0.078)	0.075 (0.061-0.089)	0.084 (0.067-0.102)	0.094 (0.072-0.116)	0.108 (0.080-0.135)	0.118 (0.086-0.150)
20-day	0.022 (0.019-0.026)	0.025 (0.022-0.029)	0.030 (0.026-0.035)	0.035 (0.030-0.040)	0.041 (0.034-0.048)	0.046 (0.038-0.054)	0.051 (0.041-0.061)	0.056 (0.043-0.068)	0.063 (0.047-0.079)	0.069 (0.050-0.086)
30-day	0.018 (0.016-0.020)	0.020 (0.018-0.023)	0.024 (0.021-0.027)	0.027 (0.024-0.031)	0.032 (0.027-0.037)	0.035 (0.029-0.042)	0.039 (0.031-0.047)	0.043 (0.033-0.052)	0.048 (0.036-0.059)	0.051 (0.038-0.064)
45-day	0.014 (0.013-0.016)	0.016 (0.014-0.019)	0.020 (0.017-0.022)	0.022 (0.019-0.025)	0.026 (0.022-0.030)	0.028 (0.023-0.033)	0.031 (0.025-0.037)	0.034 (0.026-0.040)	0.037 (0.028-0.045)	0.039 (0.029-0.049)
60-day	0.012 (0.011-0.014)	0.014 (0.012-0.016)	0.017 (0.015-0.019)	0.019 (0.017-0.022)	0.022 (0.019-0.026)	0.024 (0.020-0.028)	0.027 (0.021-0.031)	0.028 (0.022-0.034)	0.031 (0.023-0.038)	0.033 (0.024-0.041)

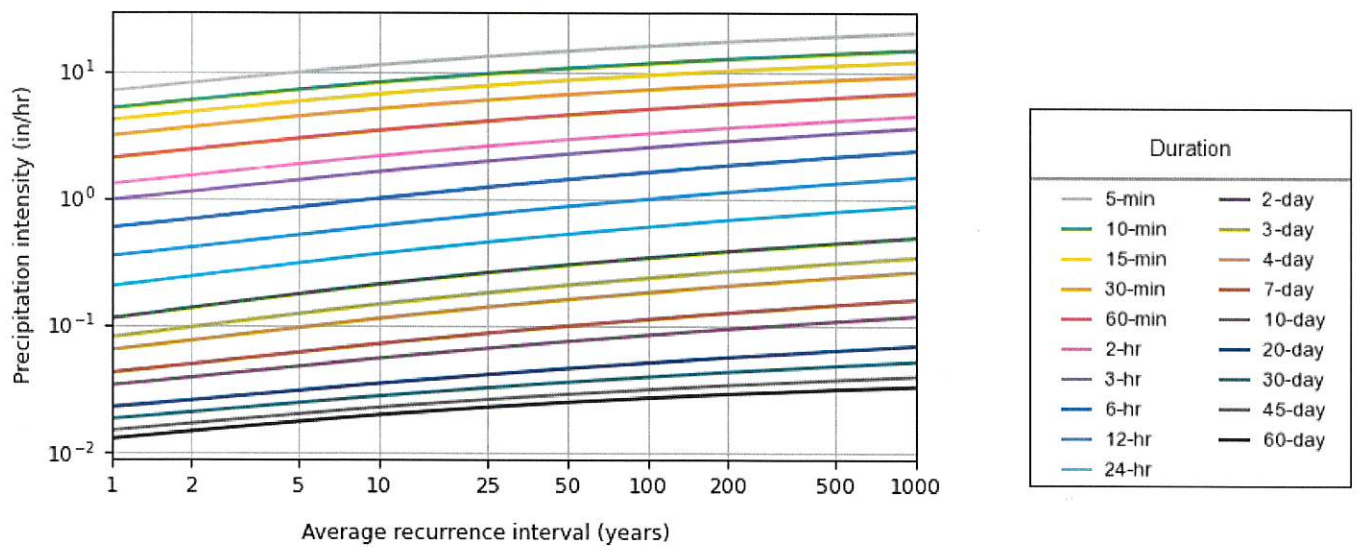
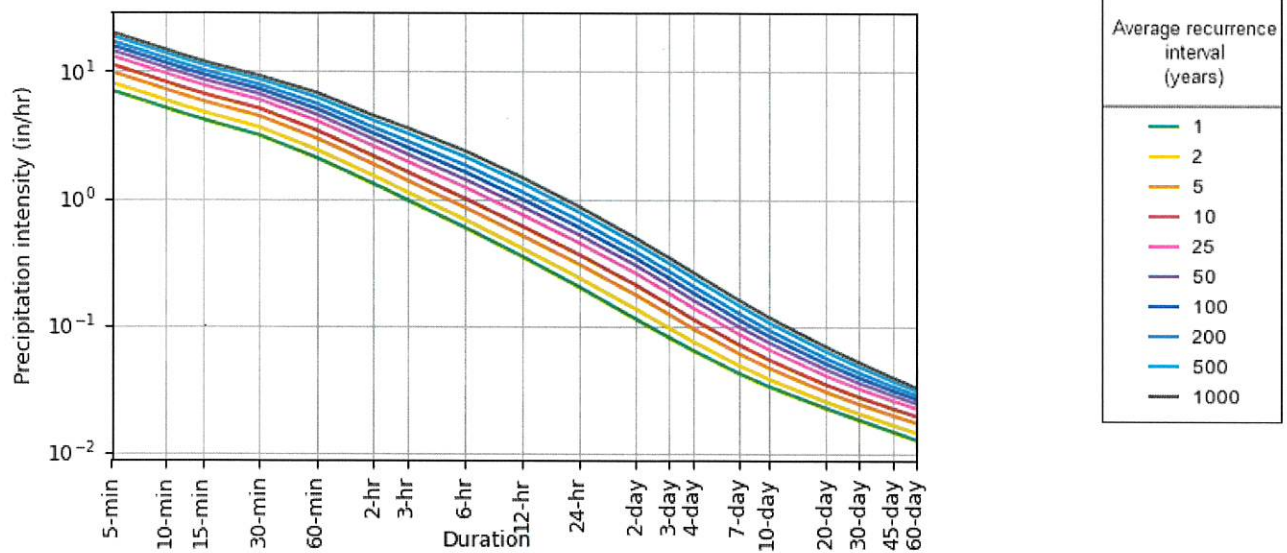
¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).
 Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and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

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PF graphical

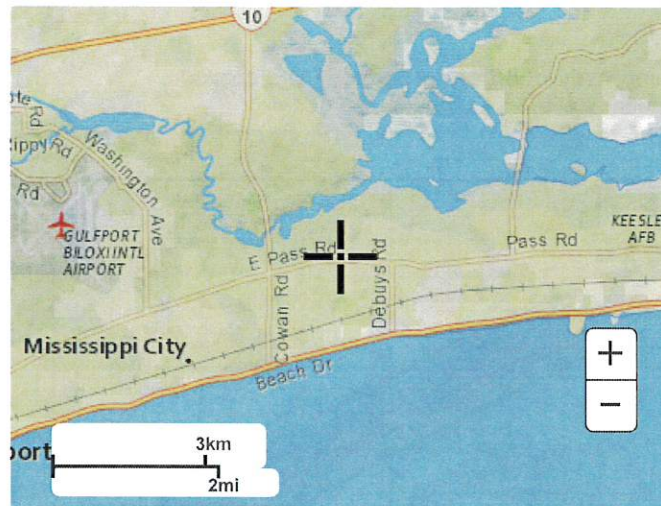
PDS-based intensity-duration-frequency (IDF) curves

Latitude: 30.4015°, Longitude: -89.0118°

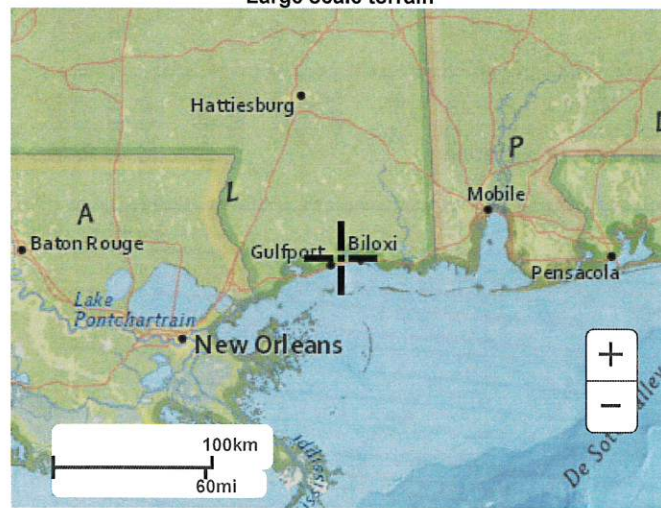
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Maps & aeriels

Small scale terrain



Large scale terrain



Large scale map



Large scale aerial



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[National Water Center](#)
1325 East West Highway
Silver Spring, MD 20910
Questions?: HDSC.Questions@noaa.gov

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Runoff Coefficients (C)

Area Description	Coefficient Value	Typical Design
Business:		
Central business	0.70 - 0.95	
District and local	0.50 - 0.70	
Residential:		
Single family	0.35 - 0.45	
Multi-units detached	0.40 - 0.75	
Suburban	0.25 - 0.40	
Apartments	0.50 - 0.70	
Industrial:		
Light	0.50 - 0.80	
Heavy	0.60 - 0.90	
Parks, cemeteries	0.10 - 0.25	
Playgrounds	0.20 - 0.35	
Railroad yards	0.20 - 0.40	
Lawns		
Sandy soil	0.05 - 0.20	
Heavy soil	0.18 - 0.35	0.30
Unimproved	0.10 - 0.30	0.20
Asphaltic	0.70 - 0.95	0.90
Concrete	0.80 - 0.95	0.90
Roofs	0.75 - 0.95	0.90

Source: ASCE

SCS Curve Numbers (CN)

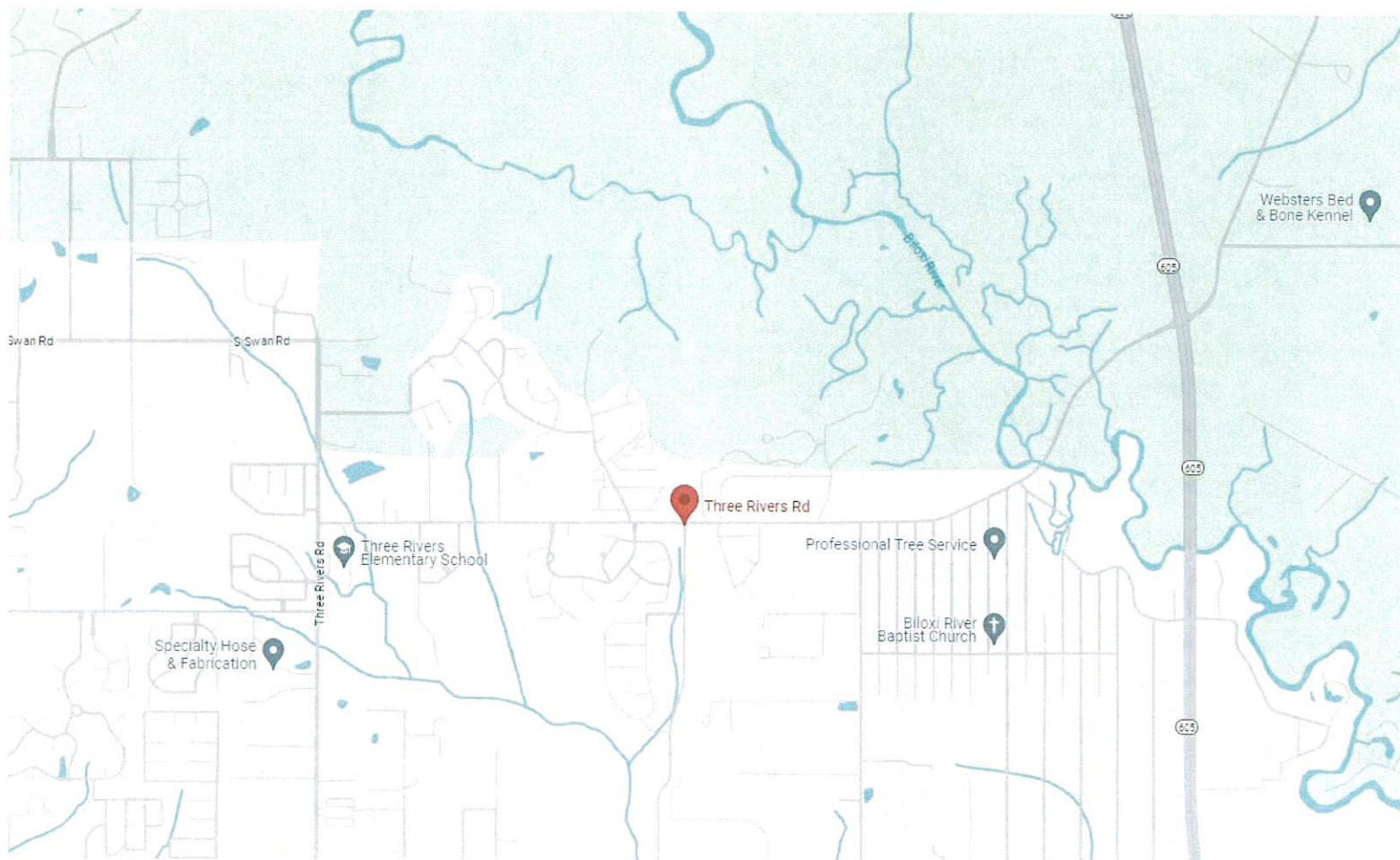
Land Use Description	Hydrologic Soil Group			
Residential	A	B	C	D
Average lot size:				
1/8 acre or smaller	77	85	90	92
1/4 acre	61	75	83	87
1/3 acre	57	72	81	86
1/2 acre	54	70	80	85
1 acre	51	68	79	84
2 acre	46	65	77	82
1/8 acre or smaller	77	85	90	92
Paved parking lots and roofs	98	98	98	98
Streets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

*Average Runoff Condition. $I_a = 0.25$

Source: Soil Conservation Service TR-55

Appendix C

Vicinity Map



Appendix D

Pre-Development Drainage Map

Appendix E

Post-Development Drainage Map



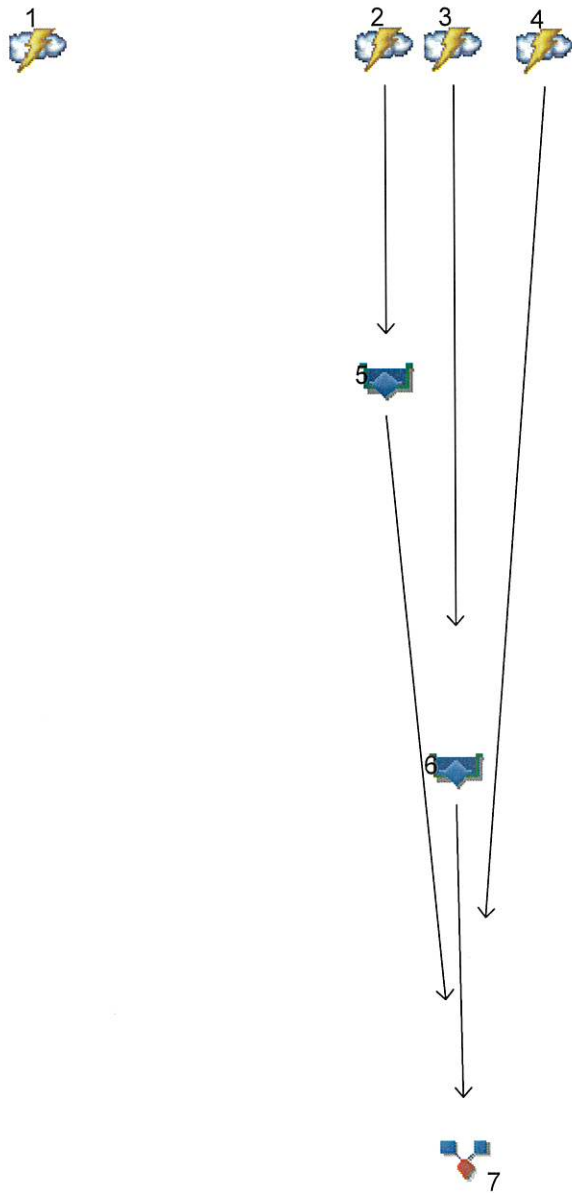
POST DEVELOPMENT MAP Review By: CCU Project: 110 S&W: _____ Project No: _____	Sheet 2	Henrick & Associates 1000 UNIVERSITY & COMMERCE, SUITE 200 DALLAS, TEXAS 75201 TEL: 214-742-1100 FAX: 214-742-1100	TME TERRY M. EMMETT VICE PRESIDENT 1000 UNIVERSITY & COMMERCE, SUITE 200 DALLAS, TEXAS 75201 TEL: 214-742-1100 FAX: 214-742-1100
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Appendix F

Pond Report

Watershed Model Schematic

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



Legend

Hyd.	Origin	Description
1	Rational	Pre Development
2	Rational	Post Development 1
3	Rational	Post Development 2
4	Rational	OffSite
5	Reservoir	Pond 1
6	Reservoir	Pond 2
7	Combine	Total Post Development

Hydrograph Return Period Recap

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

Hyd. No.	Hydrograph type (origin)	Inflow hyd(s)	Peak Outflow (cfs)								Hydrograph Description
			1-yr	2-yr	3-yr	5-yr	10-yr	25-yr	50-yr	100-yr	
1	Rational	----	----	5.684	----	7.066	8.044	9.451	----	11.64	Pre Development
2	Rational	----	----	7.025	----	8.279	9.207	10.58	----	12.74	Post Development 1
3	Rational	----	----	7.578	----	8.931	9.932	11.42	----	13.74	Post Development 2
4	Rational	----	----	2.824	----	3.446	3.893	4.540	----	5.549	OffSite
5	Reservoir	2	----	1.556	----	1.765	1.915	2.085	----	2.332	Pond 1
6	Reservoir	3	----	1.495	----	1.663	1.773	1.927	----	2.148	Pond 2
7	Combine	4, 5, 6	----	5.474	----	6.524	7.241	8.241	----	9.724	Total Post Development
Proj. file: New.gpw										Tuesday, 08 / 6 / 2024	

Hydrograph Summary Report

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

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	Rational	5.684	1	40	13,641	-----	-----	-----	Pre Development
2	Rational	7.025	1	10	4,215	-----	-----	-----	Post Development 1
3	Rational	7.578	1	10	4,547	-----	-----	-----	Post Development 2
4	Rational	2.824	1	25	4,236	-----	-----	-----	OffSite
5	Reservoir	1.556	1	18	4,204	2	26.77	3,416	Pond 1
6	Reservoir	1.495	1	18	4,537	3	37.97	3,653	Pond 2
7	Combine	5.474	1	25	12,977	4, 5, 6	-----	-----	Total Post Development
New.gpw					Return Period: 2 Year			Tuesday, 08 / 6 / 2024	

Hydrograph Report

4

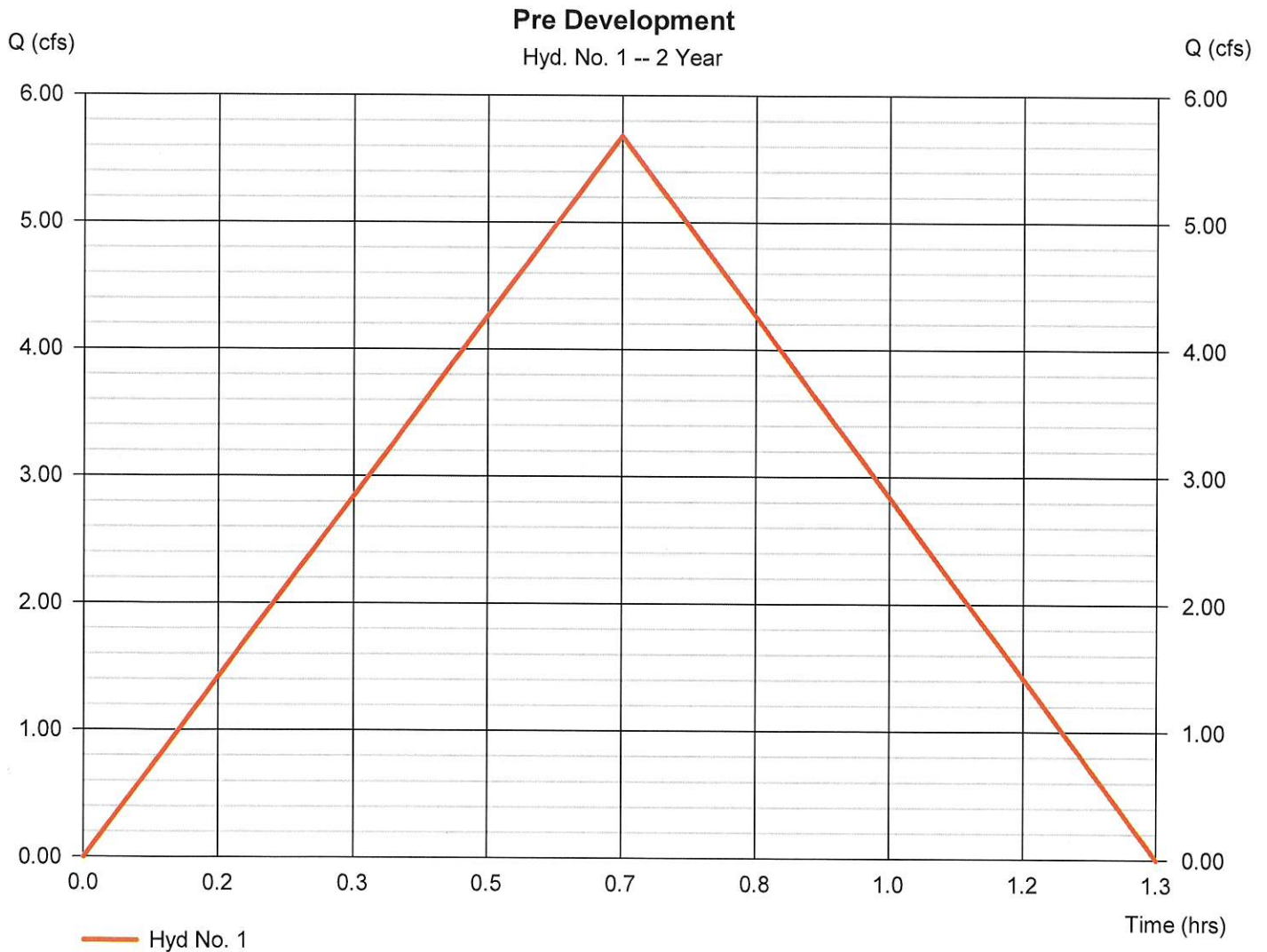
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Tuesday, 08 / 6 / 2024

Hyd. No. 1

Pre Development

Hydrograph type	= Rational	Peak discharge	= 5.684 cfs
Storm frequency	= 2 yrs	Time to peak	= 0.67 hrs
Time interval	= 1 min	Hyd. volume	= 13,641 cuft
Drainage area	= 8.450 ac	Runoff coeff.	= 0.3
Intensity	= 2.242 in/hr	Tc by TR55	= 40.00 min
IDF Curve	= Gulfport-MS.IDF	Asc/Rec limb fact	= 1/1

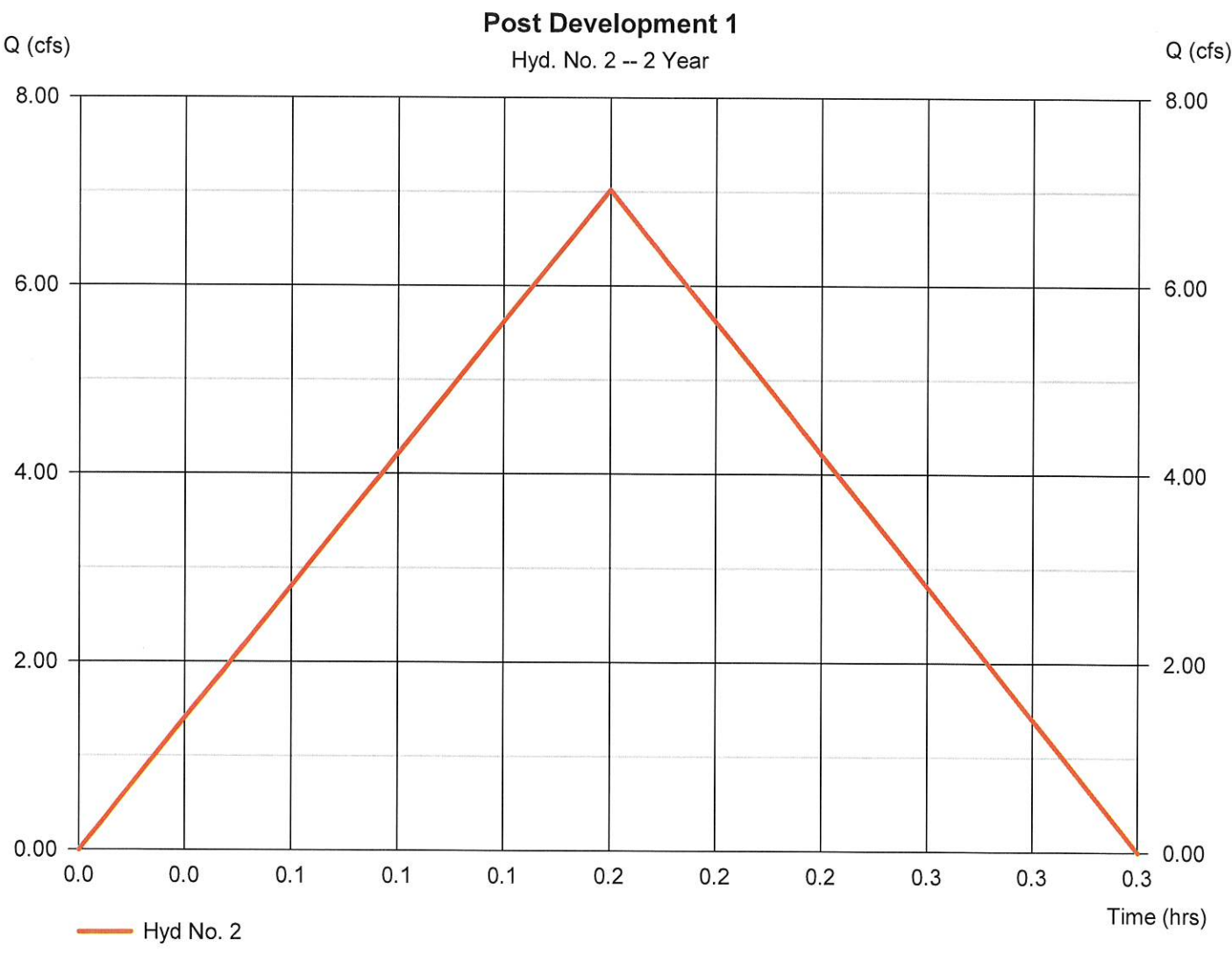


Hydrograph Report

Hyd. No. 2

Post Development 1

Hydrograph type	= Rational	Peak discharge	= 7.025 cfs
Storm frequency	= 2 yrs	Time to peak	= 0.17 hrs
Time interval	= 1 min	Hyd. volume	= 4,215 cuft
Drainage area	= 2.540 ac	Runoff coeff.	= 0.6
Intensity	= 4.609 in/hr	Tc by User	= 10.00 min
IDF Curve	= Gulfport-MS.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

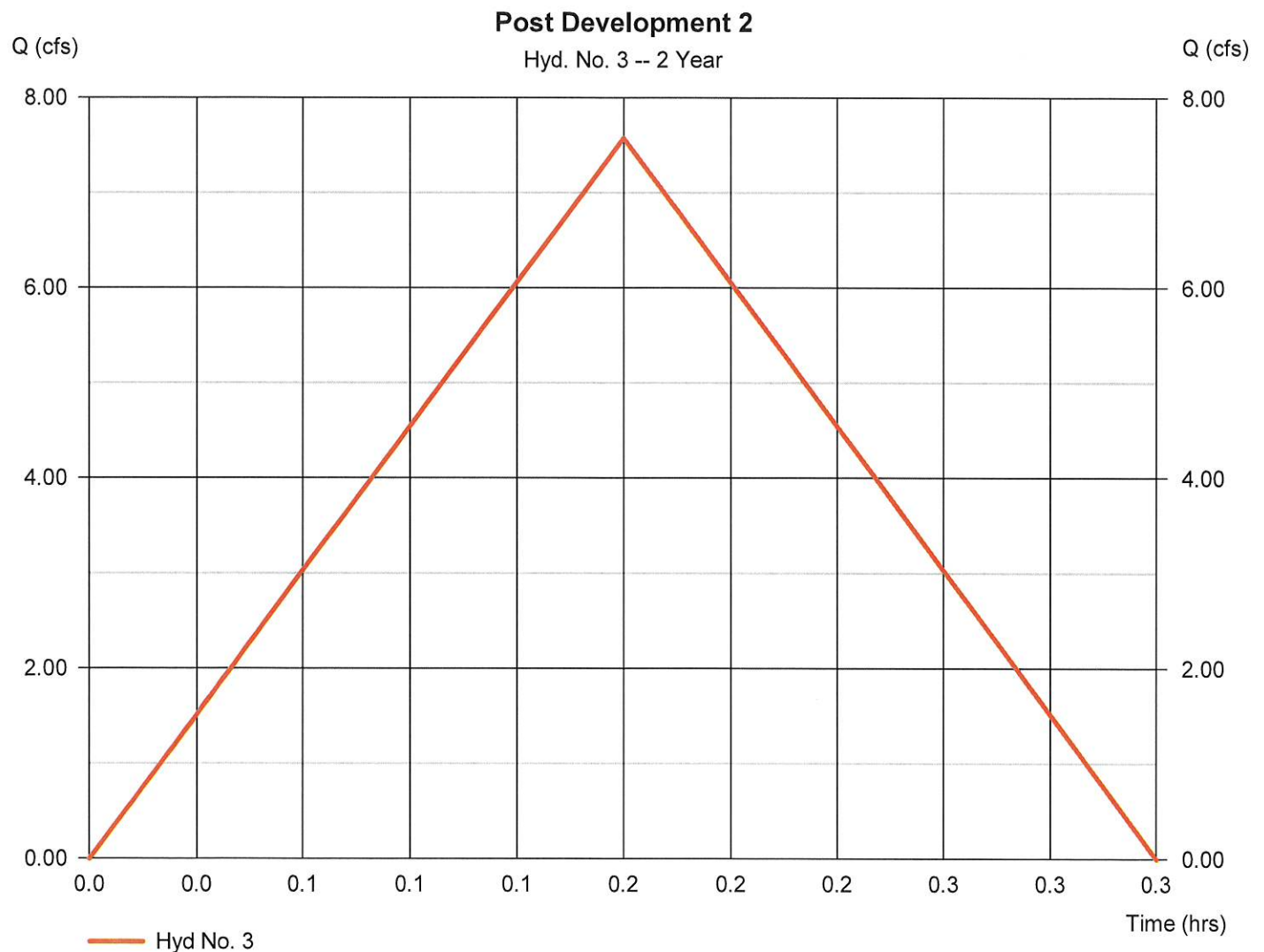
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Tuesday, 08 / 6 / 2024

Hyd. No. 3

Post Development 2

Hydrograph type	= Rational	Peak discharge	= 7.578 cfs
Storm frequency	= 2 yrs	Time to peak	= 0.17 hrs
Time interval	= 1 min	Hyd. volume	= 4,547 cuft
Drainage area	= 2.740 ac	Runoff coeff.	= 0.6
Intensity	= 4.609 in/hr	Tc by User	= 10.00 min
IDF Curve	= Gulfport-MS.IDF	Asc/Rec limb fact	= 1/1

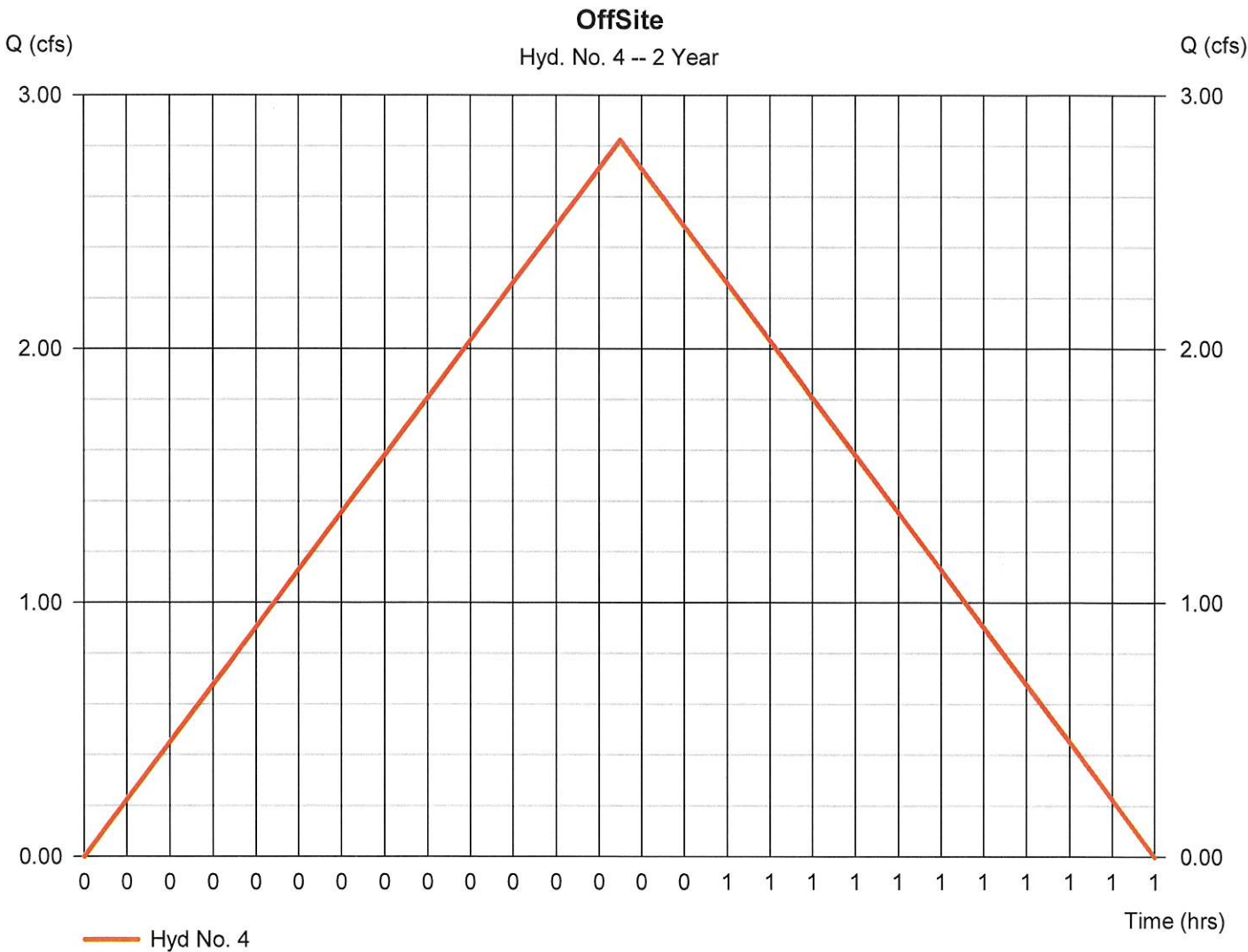


Hyd. No. 4

OffSite

Hydrograph type	= Rational	Peak discharge	= 2.824 cfs
Storm frequency	= 2 yrs	Time to peak	= 0.42 hrs
Time interval	= 1 min	Hyd. volume	= 4,236 cuft
Drainage area	= 3.150 ac	Runoff coeff.	= 0.3*
Intensity	= 2.989 in/hr	Tc by User	= 25.00 min
IDF Curve	= Gulfport-MS.IDF	Asc/Rec limb fact	= 1/1

* Composite (Area/C) = [(0.750 x 0.30) + (2.400 x 0.30)] / 3.150



Hydrograph Report

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

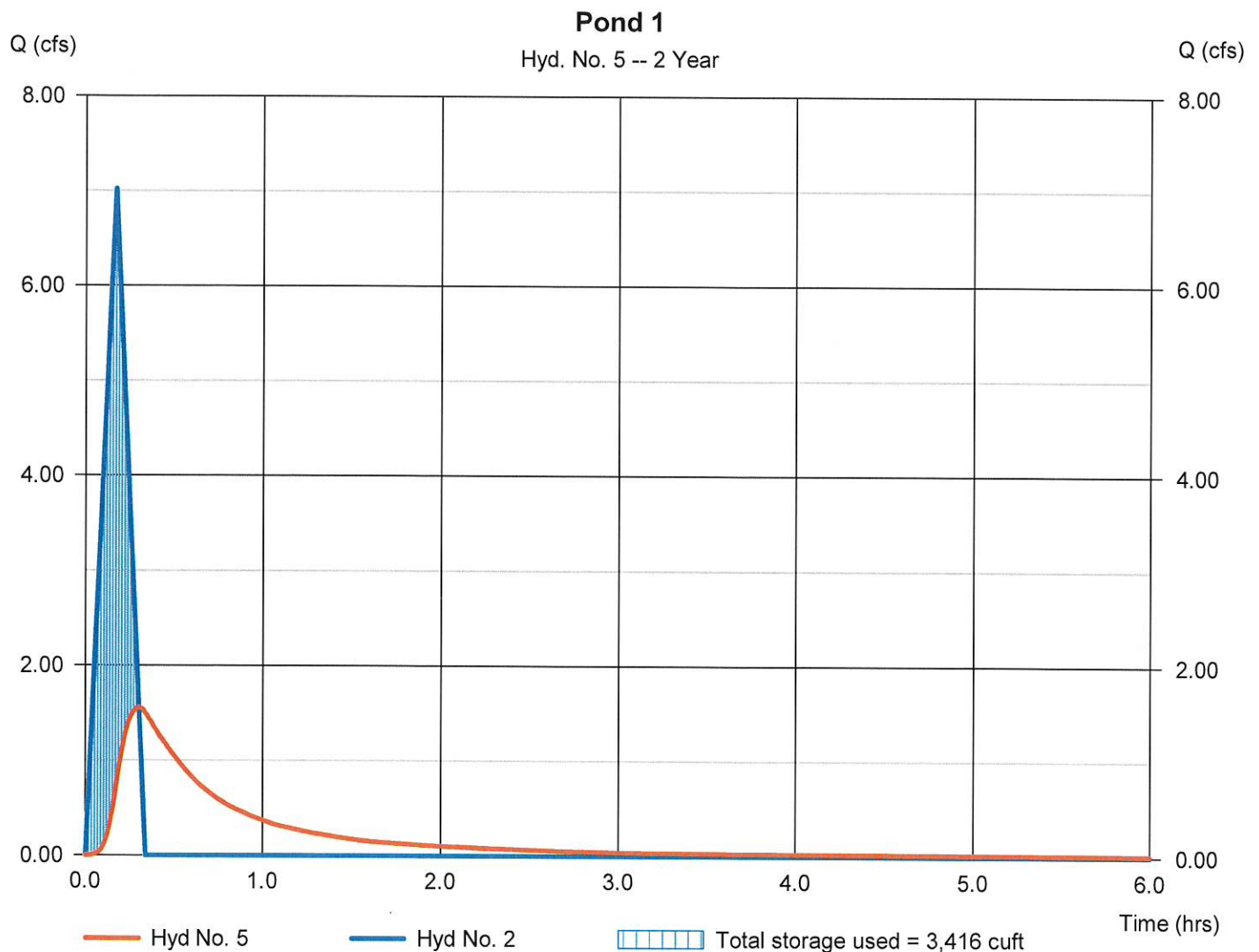
Tuesday, 08 / 6 / 2024

Hyd. No. 5

Pond 1

Hydrograph type	= Reservoir	Peak discharge	= 1.556 cfs
Storm frequency	= 2 yrs	Time to peak	= 0.30 hrs
Time interval	= 1 min	Hyd. volume	= 4,204 cuft
Inflow hyd. No.	= 2 - Post Development 1	Max. Elevation	= 26.77 ft
Reservoir name	= Pond 1	Max. Storage	= 3,416 cuft

Storage Indication method used.



10

Tuesday, 08 / 6 / 2024

Contours -User-defined contour areas. Conic method used for volume calculation. Beginning Elevation = 26.00 ft

Stage (ft)	Elevation (ft)	Contour area (sqft)	Incr. Storage (cuft)	Total storage (cuft)
0.00	26.00	3,965	0	0
1.00	27.00	4,970	4,458	4,458
2.00	28.00	6,074	5,512	9,970
3.00	29.00	7,246	6,651	16,621
4.00	30.00	8,474	7,851	24,472

	[A]	[B]	[C]	[PrfRsr]		[A]	[B]	[C]	[D]
Rise (in)	= 10.00	0.00	0.00	0.00	Crest Len (ft)	= 0.00	0.00	0.00	0.00
Span (in)	= 10.00	0.00	0.00	0.00	Crest El. (ft)	= 0.00	0.00	0.00	0.00
No. Barrels	= 1	0	0	0	Weir Coeff.	= 3.33	3.33	3.33	3.33
Invert El. (ft)	= 26.00	0.00	0.00	0.00	Weir Type	= ---	---	---	---
Length (ft)	= 50.00	0.00	0.00	0.00	Multi-Stage	= No	No	No	No
Slope (%)	= 1.00	0.00	0.00	n/a					
N-Value	= .013	.013	.013	n/a					
Orifice Coeff.	= 0.60	0.60	0.60	0.60	Exfil.(in/hr)	= 0.000 (by Contour)			
Multi-Stage	= n/a	No	No	No	TW Elev. (ft)	= 0.00			

Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s).

[illegible]

Hydrograph Report

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

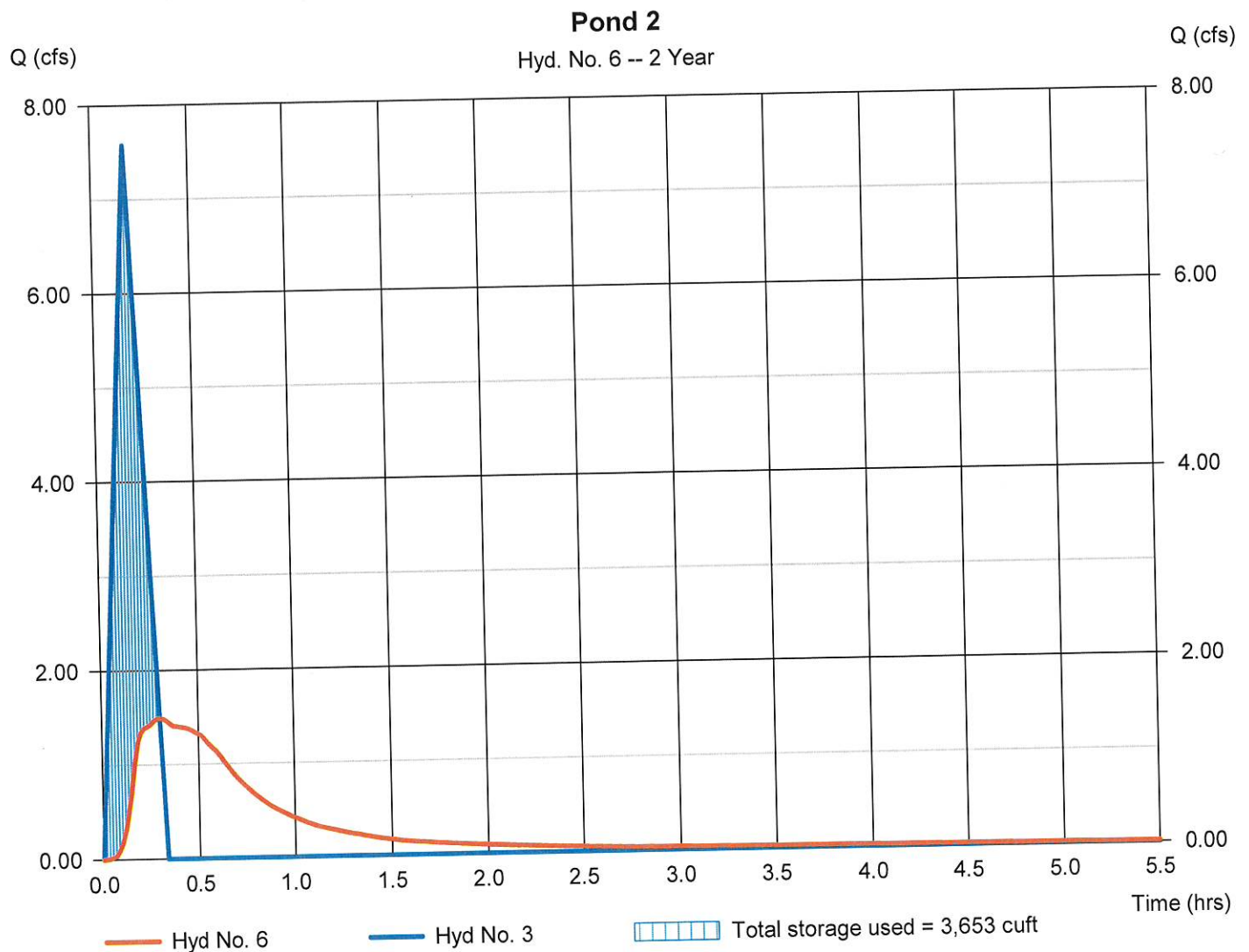
Tuesday, 08 / 6 / 2024

Hyd. No. 6

Pond 2

Hydrograph type	= Reservoir	Peak discharge	= 1.495 cfs
Storm frequency	= 2 yrs	Time to peak	= 0.30 hrs
Time interval	= 1 min	Hyd. volume	= 4,537 cuft
Inflow hyd. No.	= 3 - Post Development 2	Max. Elevation	= 37.97 ft
Reservoir name	= Pond 2	Max. Storage	= 3,653 cuft

Storage Indication method used.



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Tuesday, 08 / 6 / 2024

[illegible]

Hydrograph Report

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

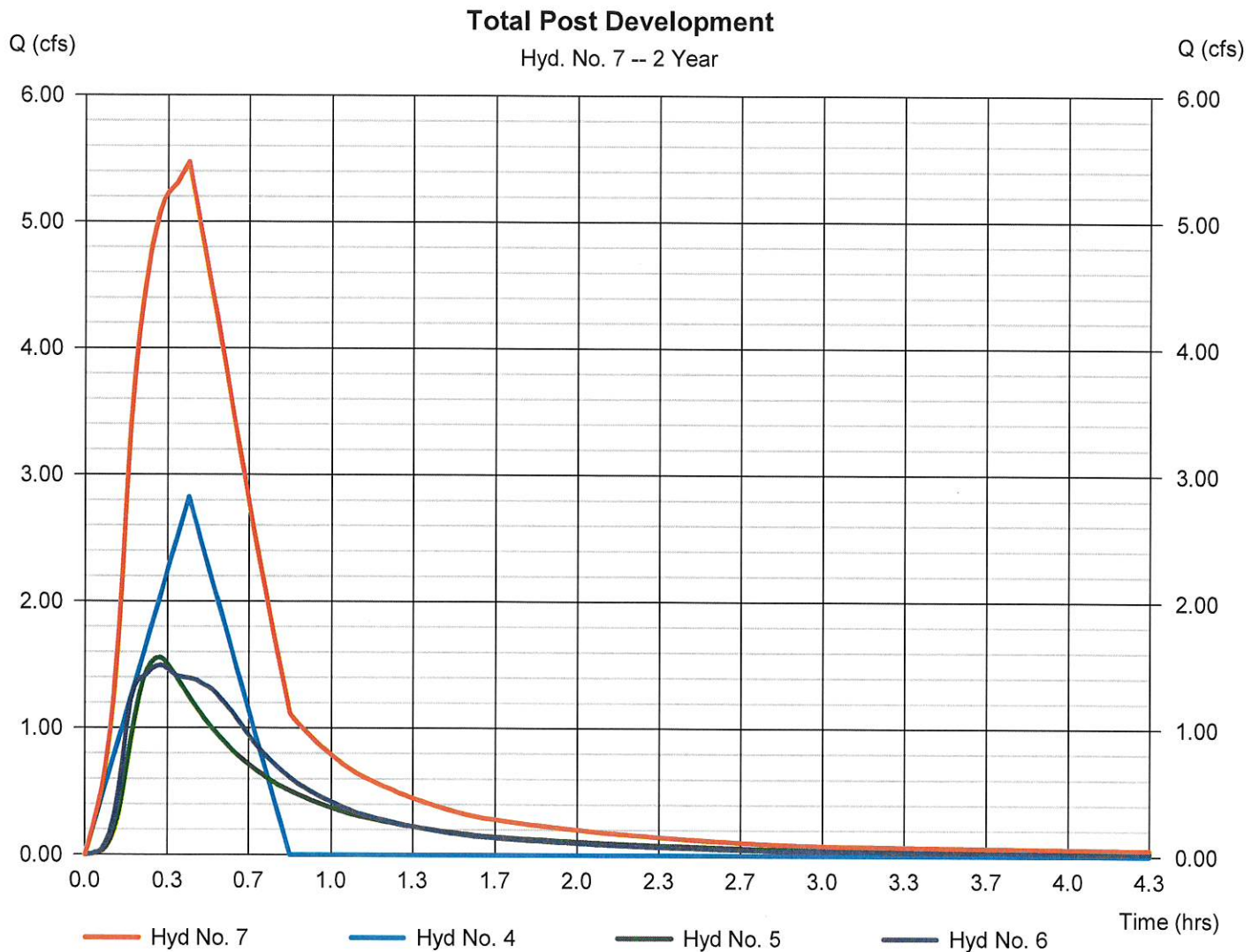
Tuesday, 08 / 6 / 2024

Hyd. No. 7

Total Post Development

Hydrograph type = Combine
Storm frequency = 2 yrs
Time interval = 1 min
Inflow hyds. = 4, 5, 6

Peak discharge = 5.474 cfs
Time to peak = 0.42 hrs
Hyd. volume = 12,977 cuft
Contrib. drain. area = 3.150 ac



Hydrograph Summary Report

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

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time Interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	Rational	7.066	1	40	16,958	-----	-----	-----	Pre Development
2	Rational	8.279	1	10	4,967	-----	-----	-----	Post Development 1
3	Rational	8.931	1	10	5,358	-----	-----	-----	Post Development 2
4	Rational	3.446	1	25	5,170	-----	-----	-----	OffSite
5	Reservoir	1.765	1	18	4,956	2	26.90	4,003	Pond 1
6	Reservoir	1.663	1	18	5,349	3	38.12	4,337	Pond 2
7	Combine	6.524	1	25	15,475	4, 5, 6	-----	-----	Total Post Development
New.gpw					Return Period: 5 Year			Tuesday, 08 / 6 / 2024	

Hydrograph Report

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

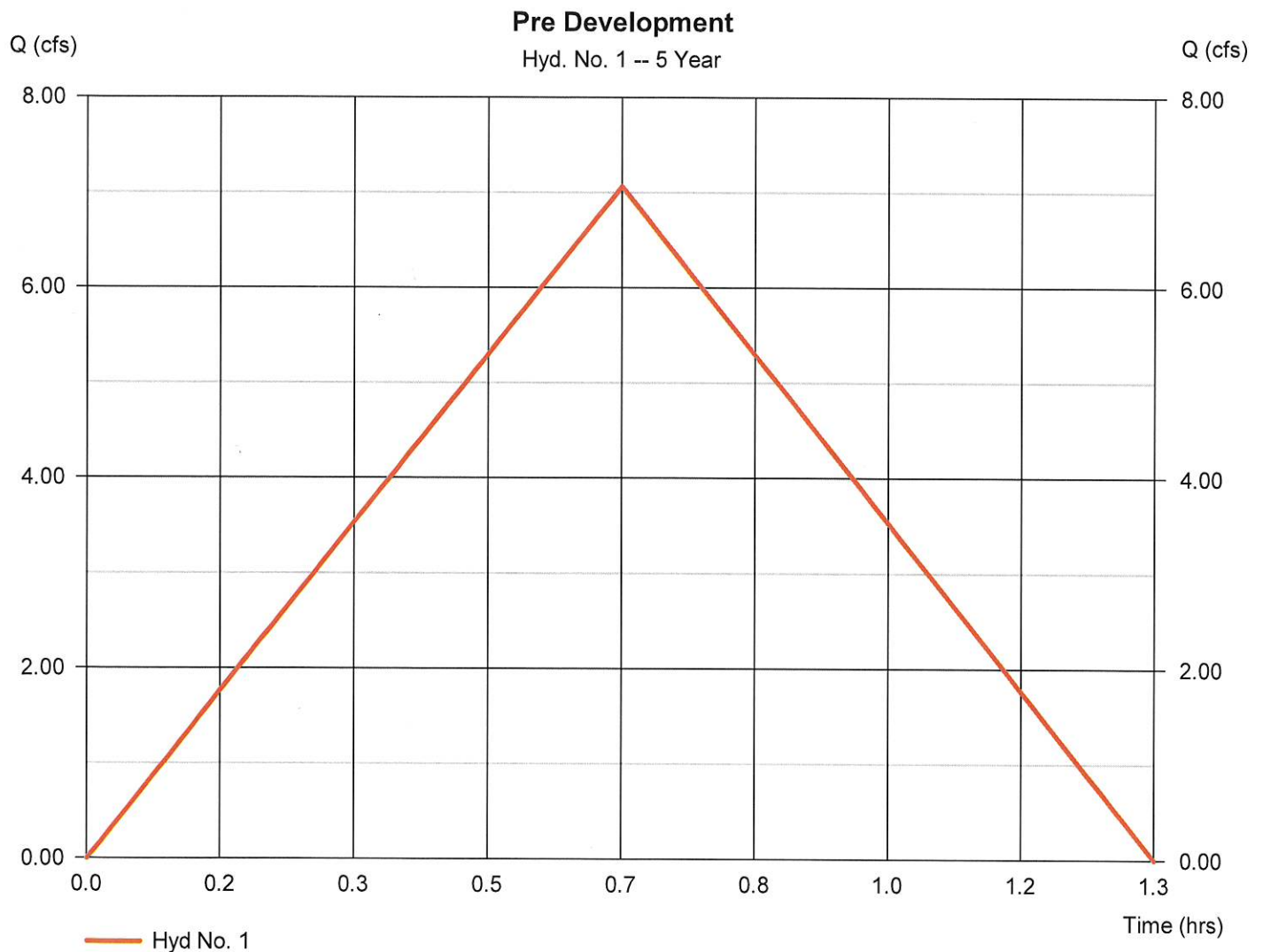
Tuesday, 08 / 6 / 2024

Hyd. No. 1

Pre Development

Hydrograph type = Rational
Storm frequency = 5 yrs
Time interval = 1 min
Drainage area = 8.450 ac
Intensity = 2.787 in/hr
IDF Curve = Gulfport-MS.IDF

Peak discharge = 7.066 cfs
Time to peak = 0.67 hrs
Hyd. volume = 16,958 cuft
Runoff coeff. = 0.3
Tc by TR55 = 40.00 min
Asc/Rec limb fact = 1/1

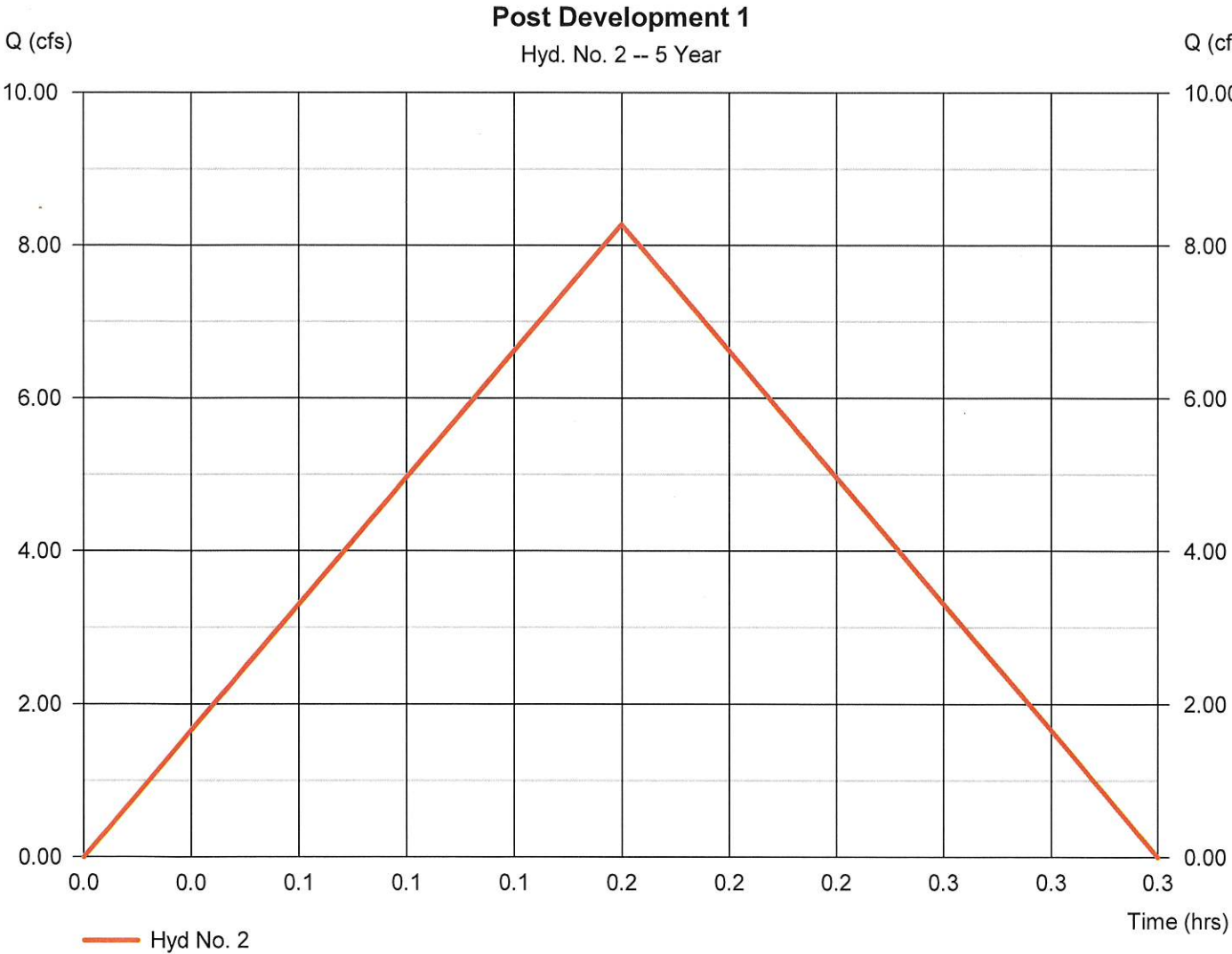


Hydrograph Report

Hyd. No. 2

Post Development 1

Hydrograph type	= Rational	Peak discharge	= 8.279 cfs
Storm frequency	= 5 yrs	Time to peak	= 0.17 hrs
Time interval	= 1 min	Hyd. volume	= 4,967 cuft
Drainage area	= 2.540 ac	Runoff coeff.	= 0.6
Intensity	= 5.432 in/hr	Tc by User	= 10.00 min
IDF Curve	= Gulfport-MS.IDF	Asc/Rec limb fact	= 1/1

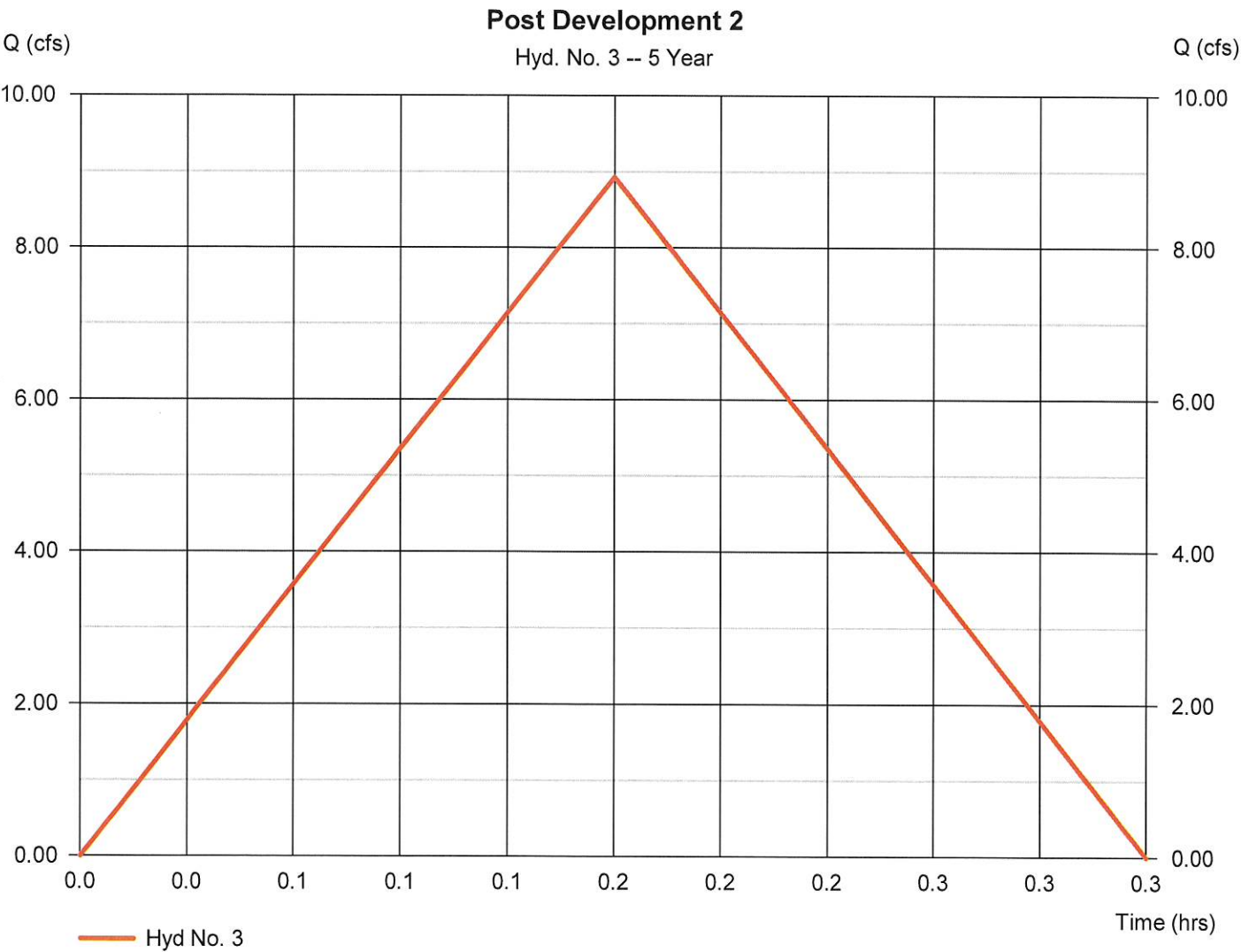


Hydrograph Report

Hyd. No. 3

Post Development 2

Hydrograph type	= Rational	Peak discharge	= 8.931 cfs
Storm frequency	= 5 yrs	Time to peak	= 0.17 hrs
Time interval	= 1 min	Hyd. volume	= 5,358 cuft
Drainage area	= 2.740 ac	Runoff coeff.	= 0.6
Intensity	= 5.432 in/hr	Tc by User	= 10.00 min
IDF Curve	= Gulfport-MS.IDF	Asc/Rec limb fact	= 1/1



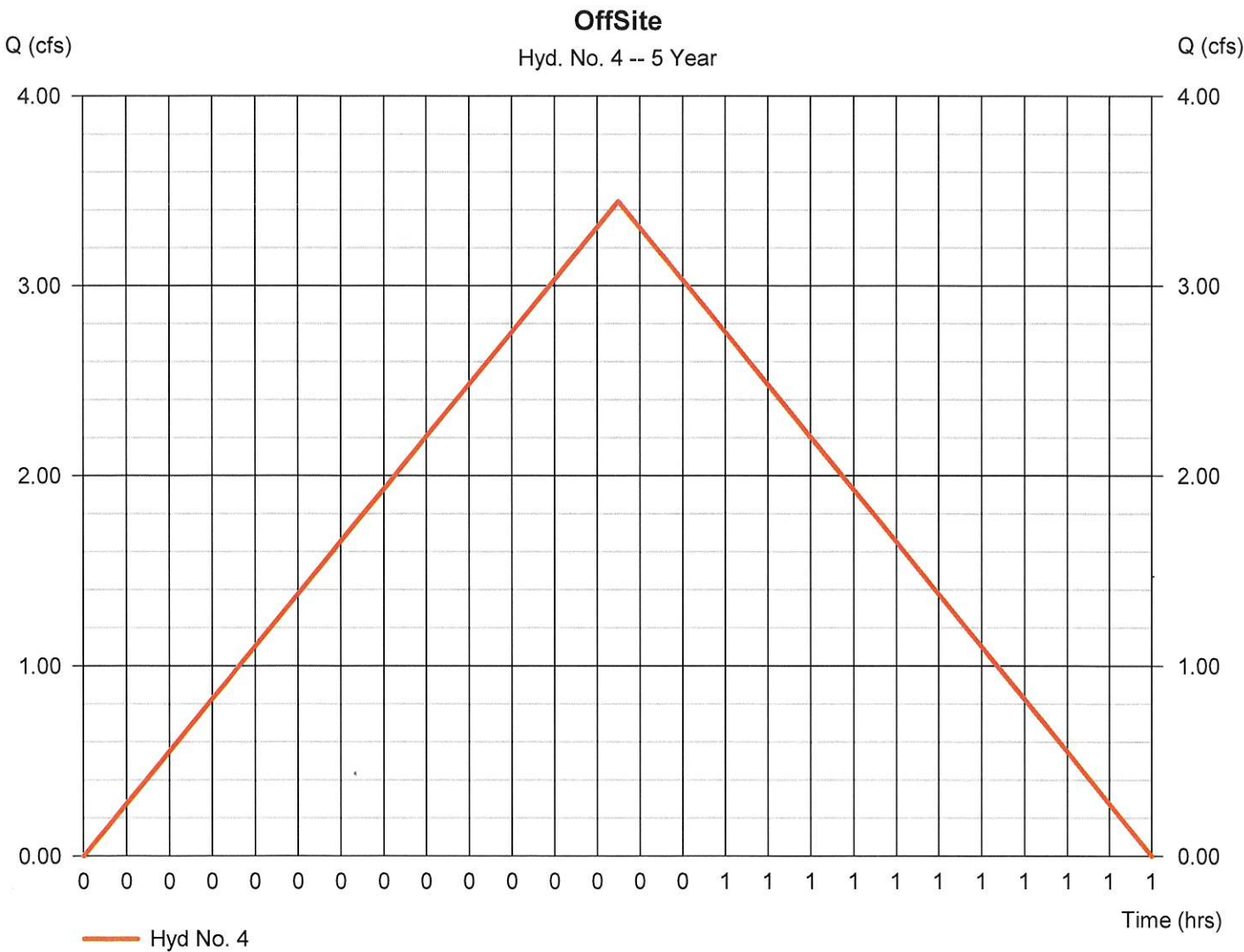
Hydrograph Report

Hyd. No. 4

OffSite

Hydrograph type	= Rational	Peak discharge	= 3.446 cfs
Storm frequency	= 5 yrs	Time to peak	= 0.42 hrs
Time interval	= 1 min	Hyd. volume	= 5,170 cuft
Drainage area	= 3.150 ac	Runoff coeff.	= 0.3*
Intensity	= 3.647 in/hr	Tc by User	= 25.00 min
IDF Curve	= Gulfport-MS.IDF	Asc/Rec limb fact	= 1/1

* Composite (Area/C) = [(0.750 x 0.30) + (2.400 x 0.30)] / 3.150



Hydrograph Report

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

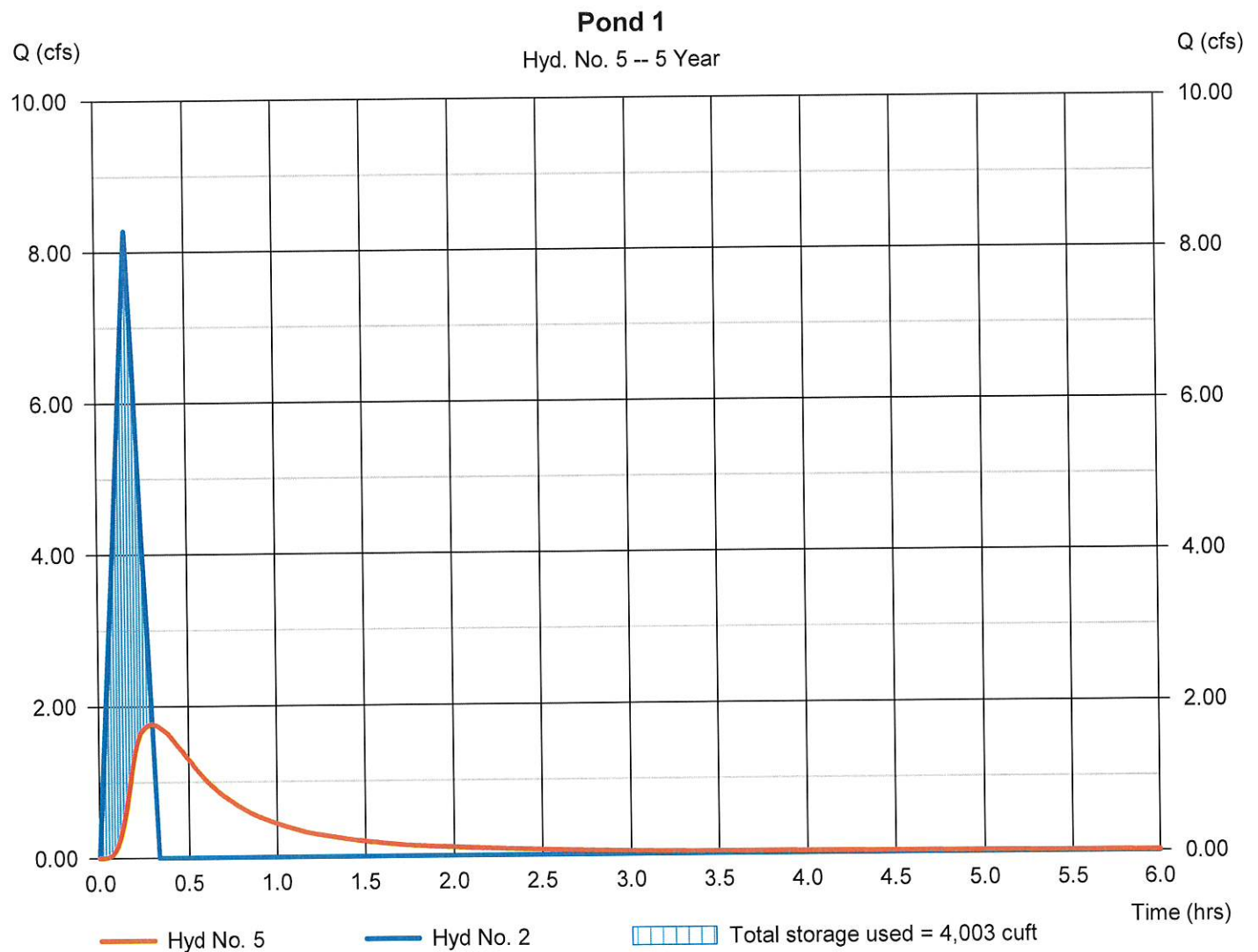
Tuesday, 08 / 6 / 2024

Hyd. No. 5

Pond 1

Hydrograph type	= Reservoir	Peak discharge	= 1.765 cfs
Storm frequency	= 5 yrs	Time to peak	= 0.30 hrs
Time interval	= 1 min	Hyd. volume	= 4,956 cuft
Inflow hyd. No.	= 2 - Post Development 1	Max. Elevation	= 26.90 ft
Reservoir name	= Pond 1	Max. Storage	= 4,003 cuft

Storage Indication method used.



Hydrograph Report

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

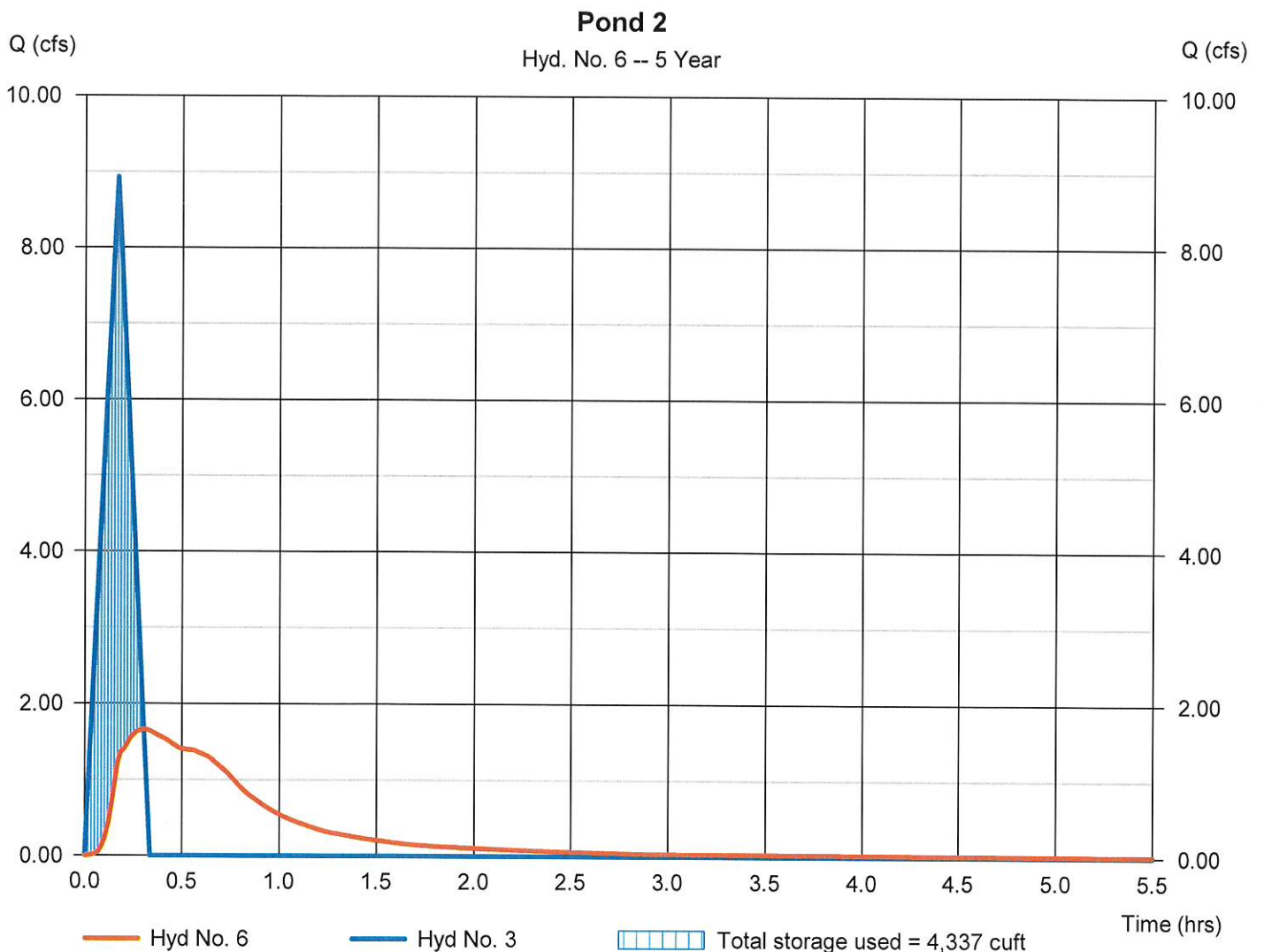
Tuesday, 08 / 6 / 2024

Hyd. No. 6

Pond 2

Hydrograph type	= Reservoir	Peak discharge	= 1.663 cfs
Storm frequency	= 5 yrs	Time to peak	= 0.30 hrs
Time interval	= 1 min	Hyd. volume	= 5,349 cuft
Inflow hyd. No.	= 3 - Post Development 2	Max. Elevation	= 38.12 ft
Reservoir name	= Pond 2	Max. Storage	= 4,337 cuft

Storage Indication method used.



Hydrograph Report

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

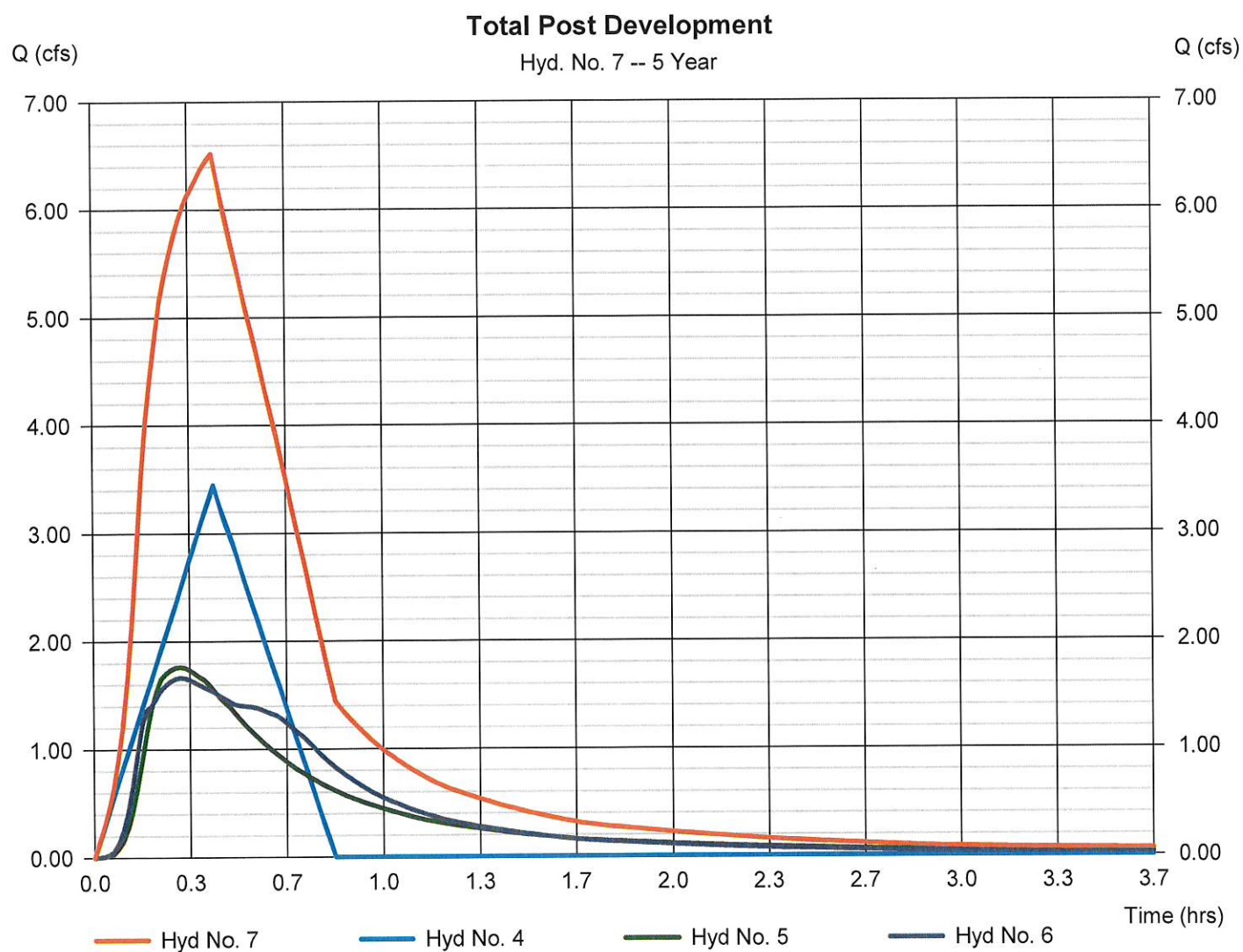
Tuesday, 08 / 6 / 2024

Hyd. No. 7

Total Post Development

Hydrograph type = Combine
Storm frequency = 5 yrs
Time interval = 1 min
Inflow hyds. = 4, 5, 6

Peak discharge = 6.524 cfs
Time to peak = 0.42 hrs
Hyd. volume = 15,475 cuft
Contrib. drain. area = 3.150 ac



Hydrograph Summary Report

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

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	Rational	8.044	1	40	19,307	-----	-----	-----	Pre Development
2	Rational	9.207	1	10	5,524	-----	-----	-----	Post Development 1
3	Rational	9.932	1	10	5,959	-----	-----	-----	Post Development 2
4	Rational	3.893	1	25	5,839	-----	-----	-----	OffSite
5	Reservoir	1.915	1	18	5,513	2	27.00	4,452	Pond 1
6	Reservoir	1.773	1	18	5,950	3	38.23	4,849	Pond 2
7	Combine	7.241	1	25	17,302	4, 5, 6	-----	-----	Total Post Development
New.gpw					Return Period: 10 Year			Tuesday, 08 / 6 / 2024	

Hydrograph Report

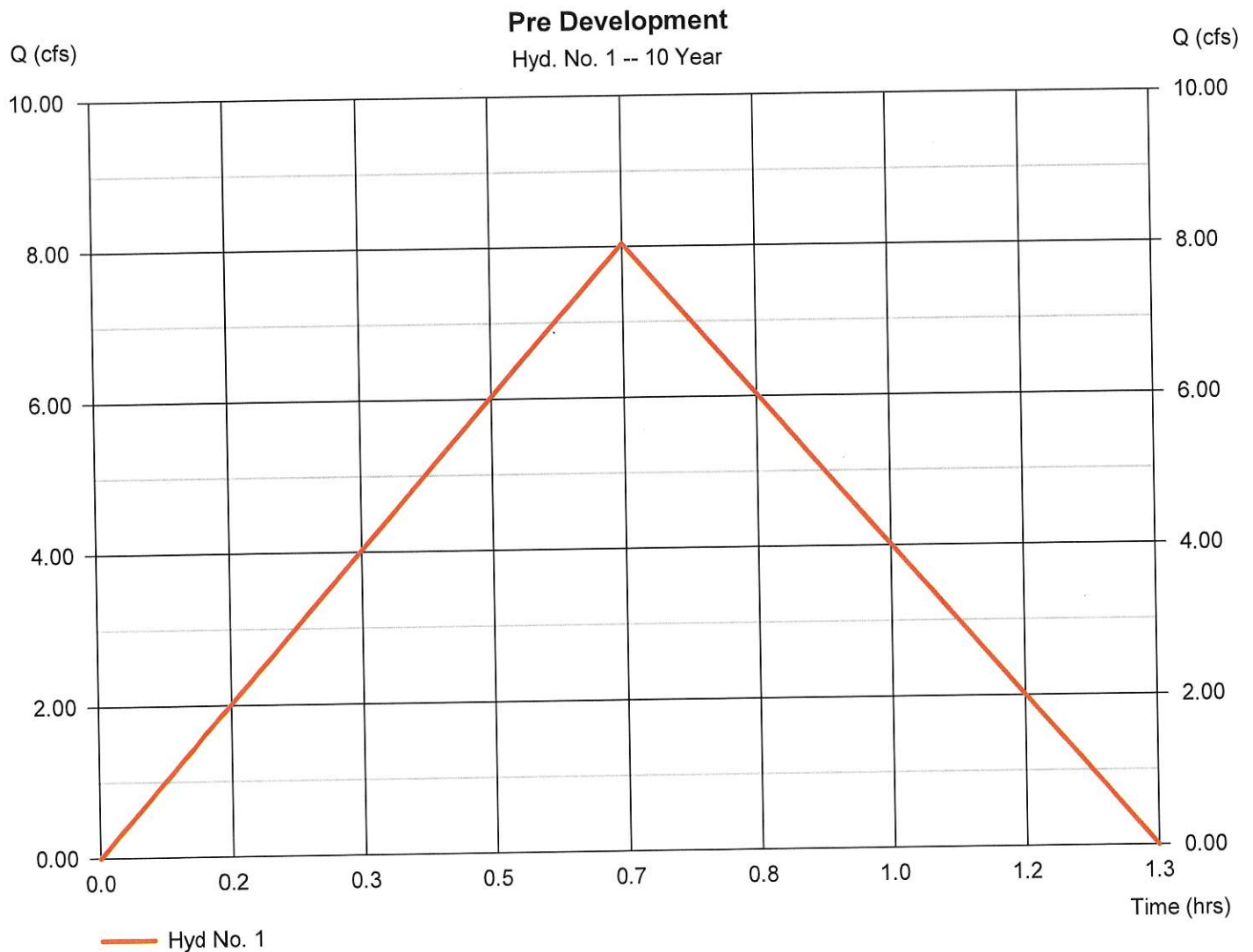
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Tuesday, 08 / 6 / 2024

Hyd. No. 1

Pre Development

Hydrograph type	= Rational	Peak discharge	= 8.044 cfs
Storm frequency	= 10 yrs	Time to peak	= 0.67 hrs
Time interval	= 1 min	Hyd. volume	= 19,307 cuft
Drainage area	= 8.450 ac	Runoff coeff.	= 0.3
Intensity	= 3.173 in/hr	Tc by TR55	= 40.00 min
IDF Curve	= Gulfport-MS.IDF	Asc/Rec limb fact	= 1/1

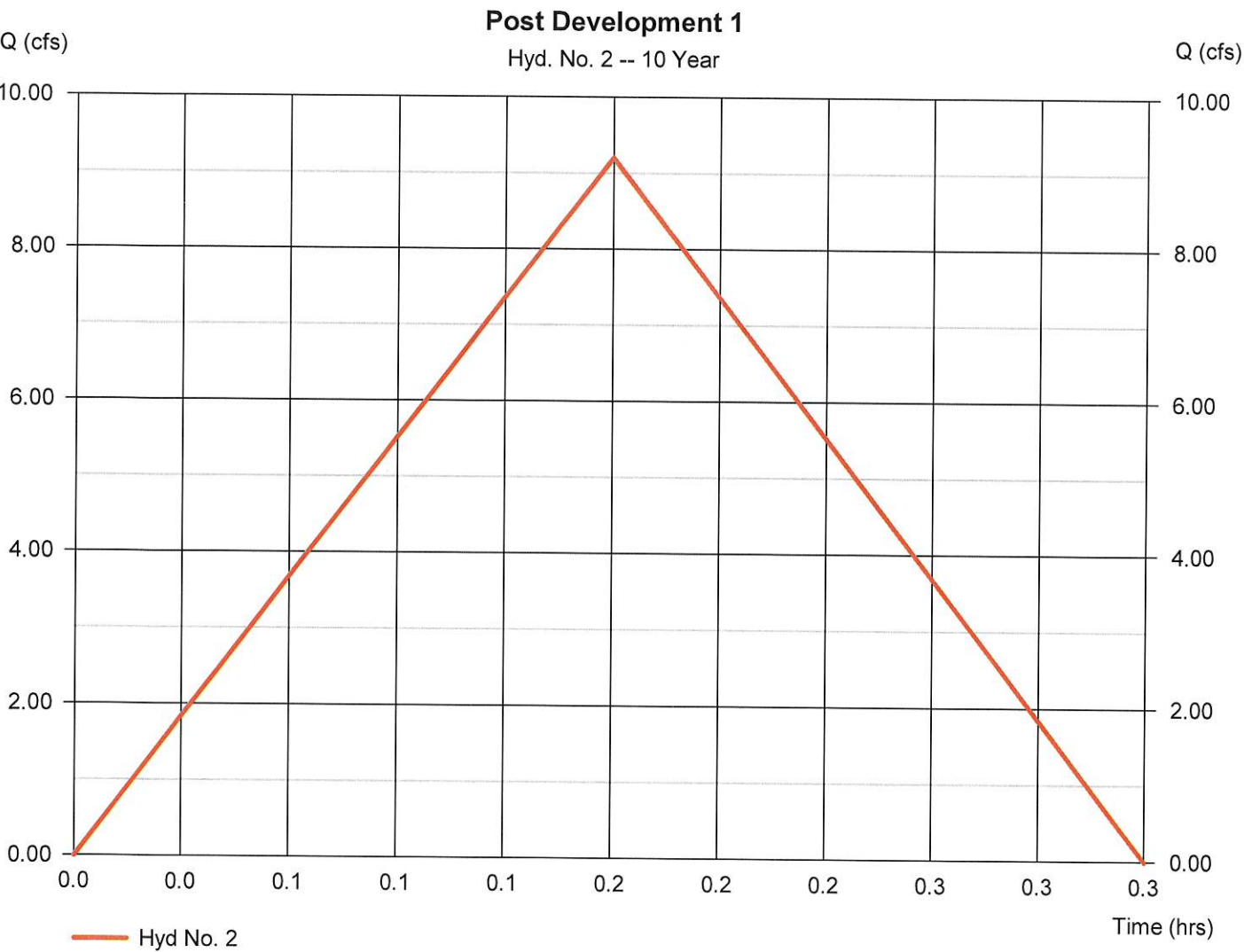


Hydrograph Report

Hyd. No. 2

Post Development 1

Hydrograph type	= Rational	Peak discharge	= 9.207 cfs
Storm frequency	= 10 yrs	Time to peak	= 0.17 hrs
Time interval	= 1 min	Hyd. volume	= 5,524 cuft
Drainage area	= 2.540 ac	Runoff coeff.	= 0.6
Intensity	= 6.042 in/hr	Tc by User	= 10.00 min
IDF Curve	= Gulfport-MS.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

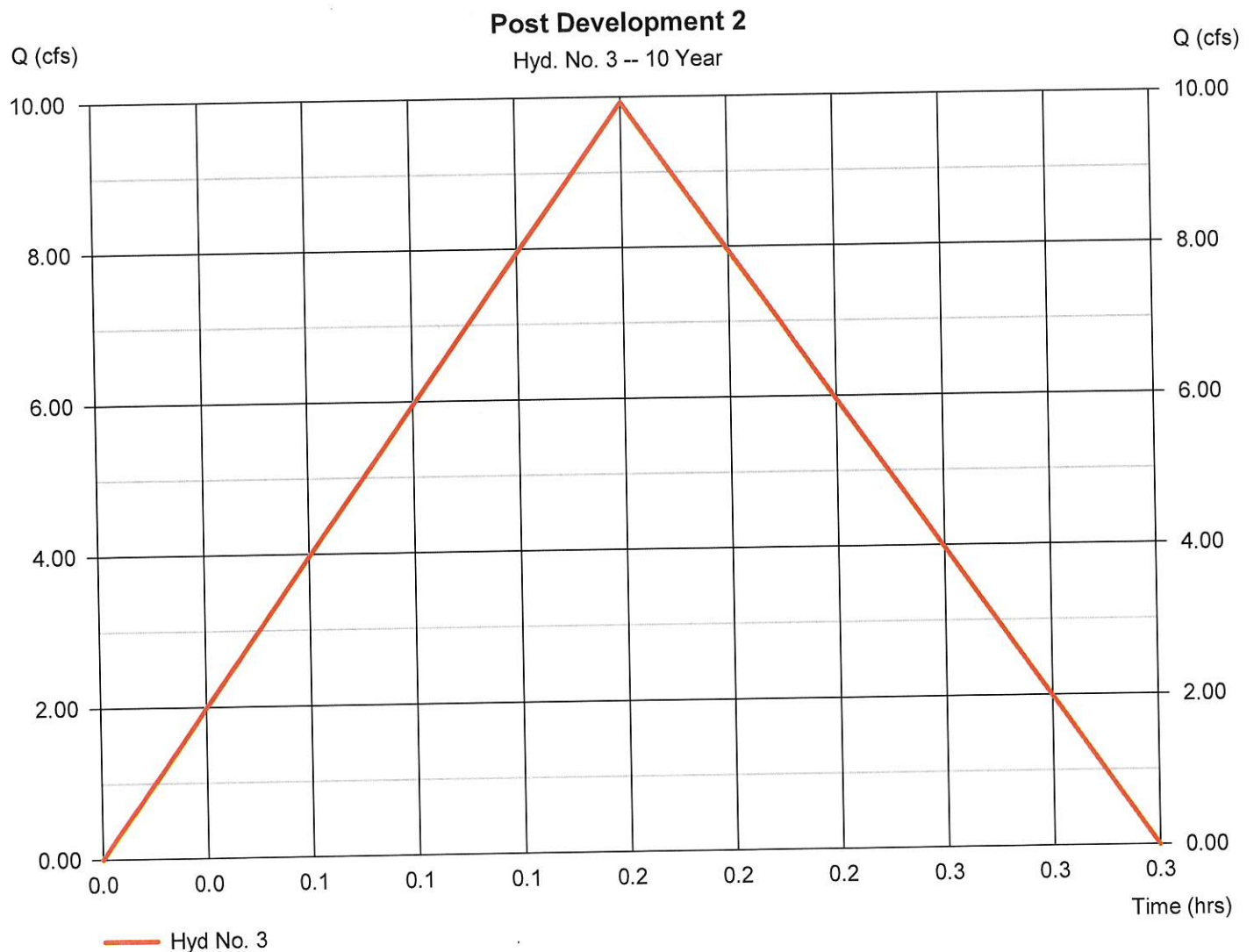
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Tuesday, 08 / 6 / 2024

Hyd. No. 3

Post Development 2

Hydrograph type	= Rational	Peak discharge	= 9.932 cfs
Storm frequency	= 10 yrs	Time to peak	= 0.17 hrs
Time interval	= 1 min	Hyd. volume	= 5,959 cuft
Drainage area	= 2.740 ac	Runoff coeff.	= 0.6
Intensity	= 6.042 in/hr	Tc by User	= 10.00 min
IDF Curve	= Gulfport-MS.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

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

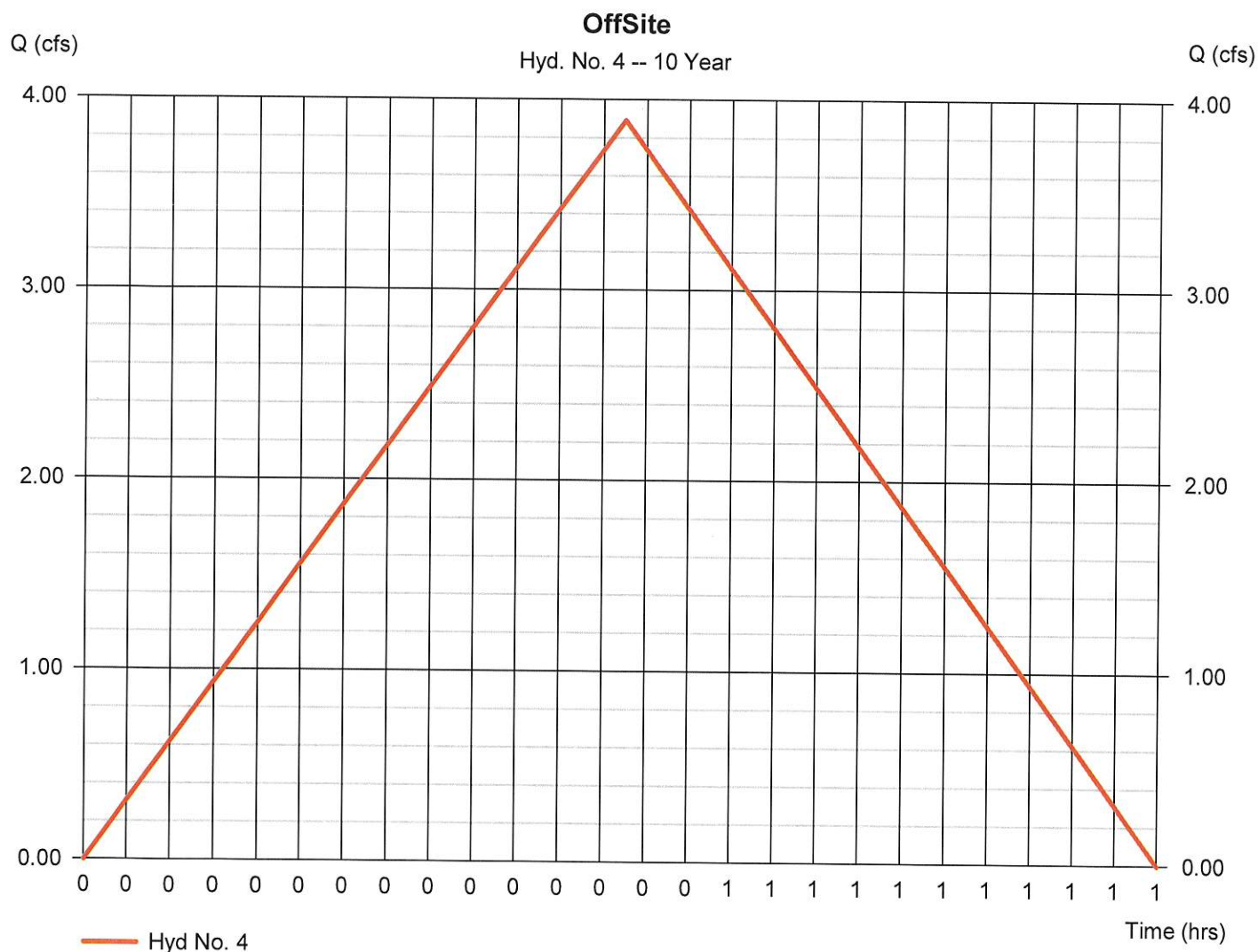
Tuesday, 08 / 6 / 2024

Hyd. No. 4

OffSite

Hydrograph type	= Rational	Peak discharge	= 3.893 cfs
Storm frequency	= 10 yrs	Time to peak	= 0.42 hrs
Time interval	= 1 min	Hyd. volume	= 5,839 cuft
Drainage area	= 3.150 ac	Runoff coeff.	= 0.3*
Intensity	= 4.119 in/hr	Tc by User	= 25.00 min
IDF Curve	= Gulfport-MS.IDF	Asc/Rec limb fact	= 1/1

* Composite (Area/C) = $[(0.750 \times 0.30) + (2.400 \times 0.30)] / 3.150$



Hydrograph Report

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

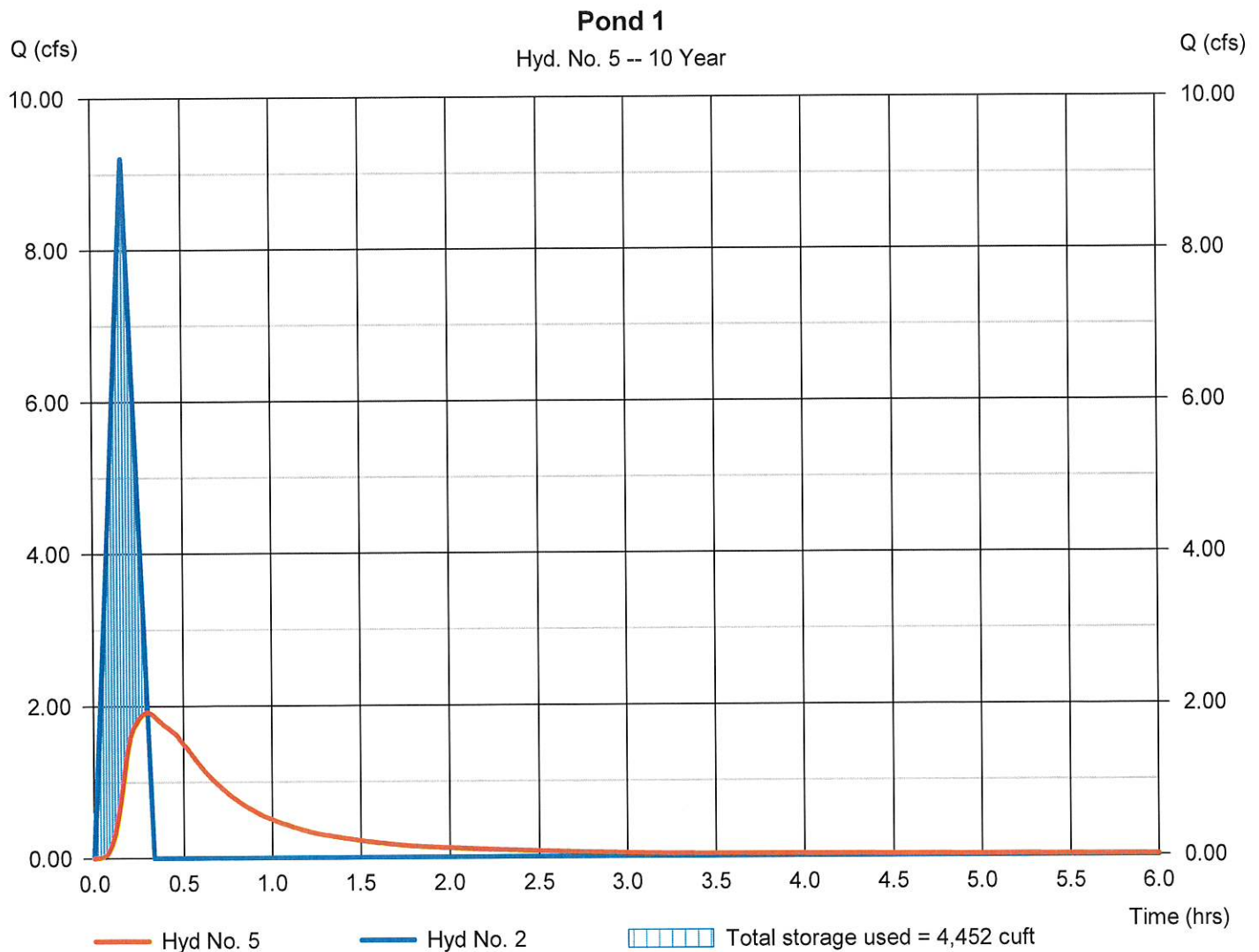
Tuesday, 08 / 6 / 2024

Hyd. No. 5

Pond 1

Hydrograph type	= Reservoir	Peak discharge	= 1.915 cfs
Storm frequency	= 10 yrs	Time to peak	= 0.30 hrs
Time interval	= 1 min	Hyd. volume	= 5,513 cuft
Inflow hyd. No.	= 2 - Post Development 1	Max. Elevation	= 27.00 ft
Reservoir name	= Pond 1	Max. Storage	= 4,452 cuft

Storage Indication method used.



Hydrograph Report

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

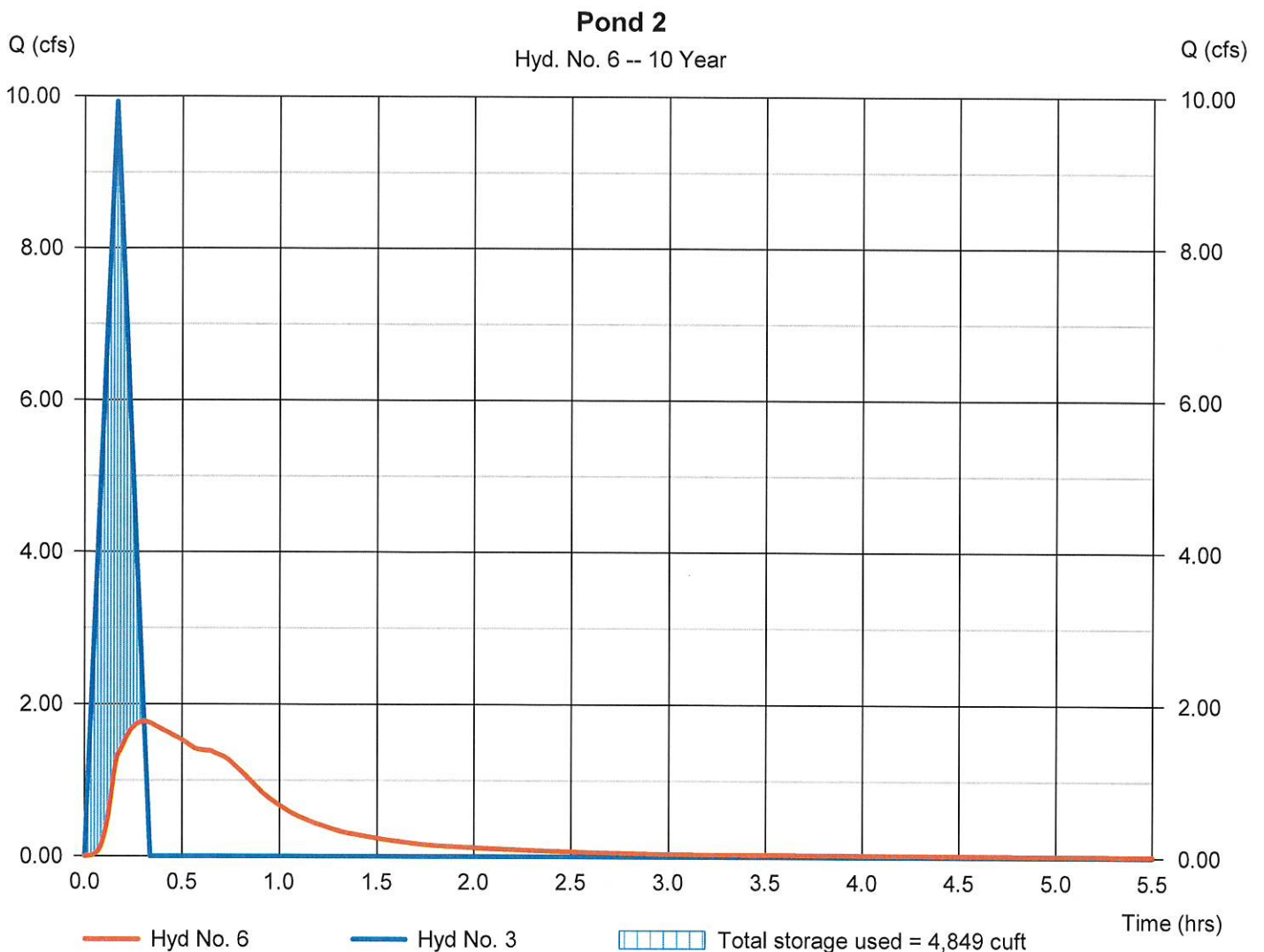
Tuesday, 08 / 6 / 2024

Hyd. No. 6

Pond 2

Hydrograph type	= Reservoir	Peak discharge	= 1.773 cfs
Storm frequency	= 10 yrs	Time to peak	= 0.30 hrs
Time interval	= 1 min	Hyd. volume	= 5,950 cuft
Inflow hyd. No.	= 3 - Post Development 2	Max. Elevation	= 38.23 ft
Reservoir name	= Pond 2	Max. Storage	= 4,849 cuft

Storage Indication method used.



Hydrograph Report

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

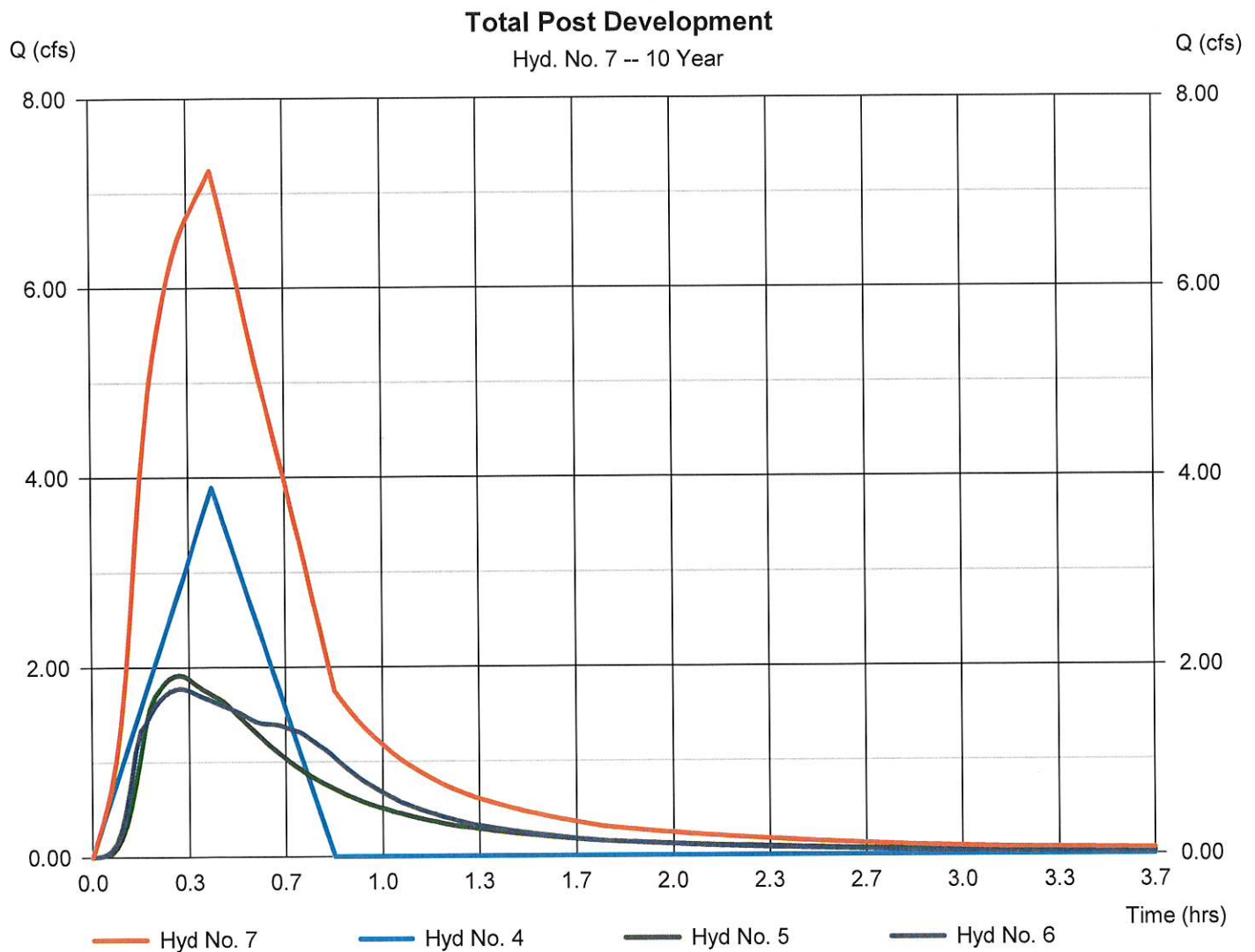
Tuesday, 08 / 6 / 2024

Hyd. No. 7

Total Post Development

Hydrograph type = Combine
 Storm frequency = 10 yrs
 Time interval = 1 min
 Inflow hyds. = 4, 5, 6

Peak discharge = 7.241 cfs
 Time to peak = 0.42 hrs
 Hyd. volume = 17,302 cuft
 Contrib. drain. area = 3.150 ac



Hydrograph Summary Report

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

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	Rational	9.451	1	40	22,683	----	-----	-----	Pre Development
2	Rational	10.58	1	10	6,351	----	-----	-----	Post Development 1
3	Rational	11.42	1	10	6,851	----	-----	-----	Post Development 2
4	Rational	4.540	1	25	6,810	----	-----	-----	OffSite
5	Reservoir	2.085	1	18	6,340	2	27.12	5,133	Pond 1
6	Reservoir	1.927	1	18	6,841	3	38.39	5,616	Pond 2
7	Combine	8.241	1	25	19,991	4, 5, 6	-----	-----	Total Post Development
New.gpw					Return Period: 25 Year			Tuesday, 08 / 6 / 2024	

Hydrograph Report

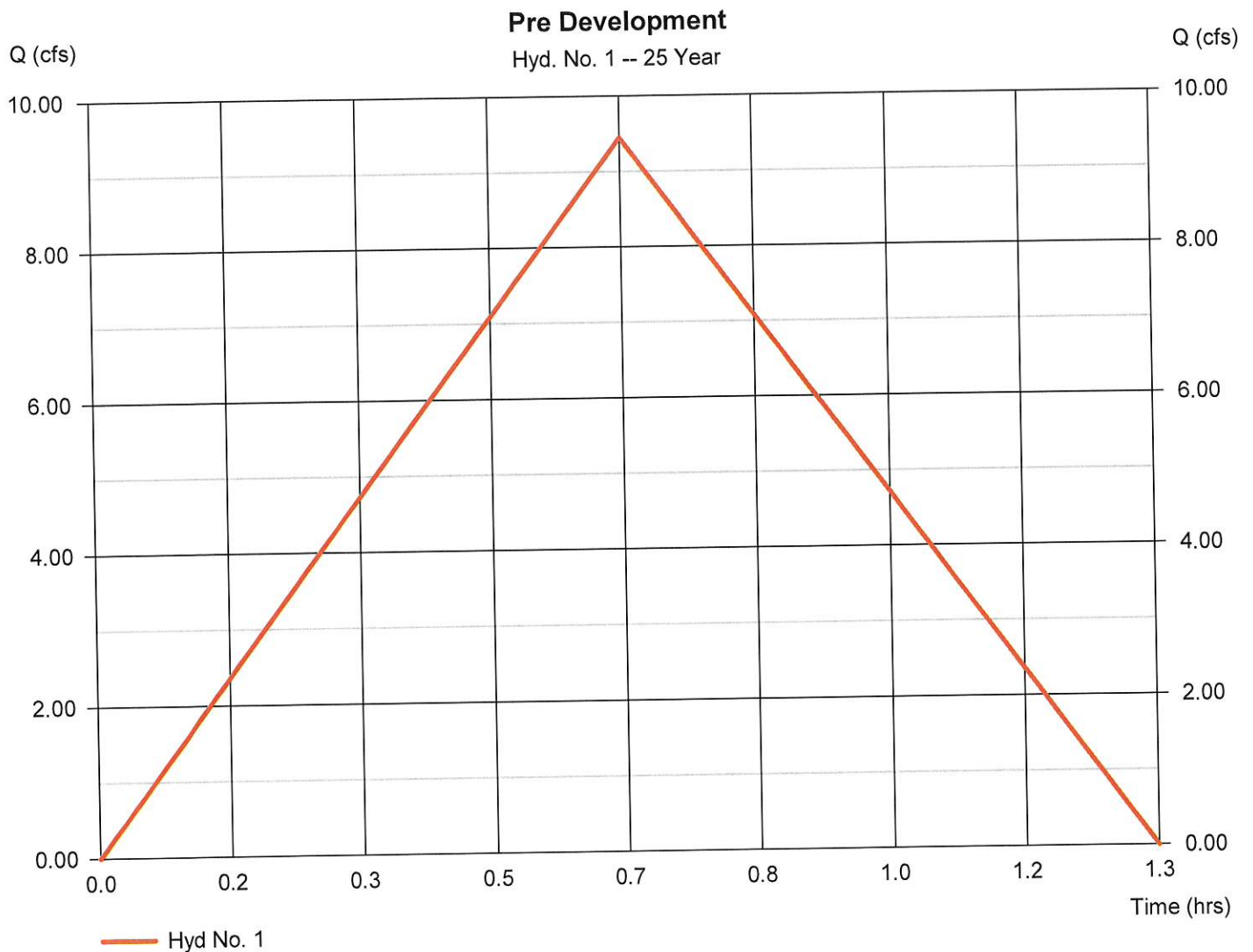
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Tuesday, 08 / 6 / 2024

Hyd. No. 1

Pre Development

Hydrograph type	= Rational	Peak discharge	= 9.451 cfs
Storm frequency	= 25 yrs	Time to peak	= 0.67 hrs
Time interval	= 1 min	Hyd. volume	= 22,683 cuft
Drainage area	= 8.450 ac	Runoff coeff.	= 0.3
Intensity	= 3.728 in/hr	Tc by TR55	= 40.00 min
IDF Curve	= Gulfport-MS.IDF	Asc/Rec limb fact	= 1/1

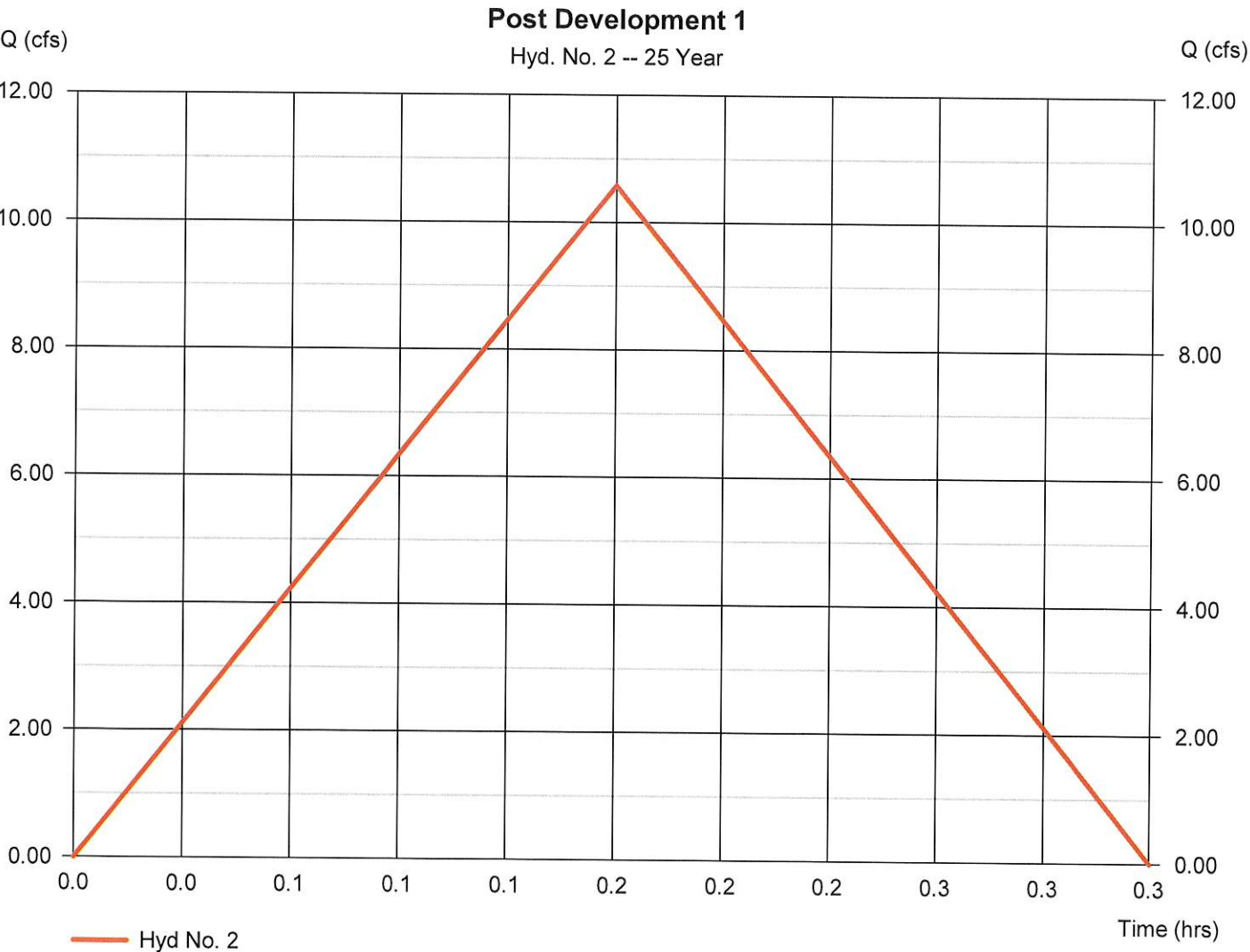


Hydrograph Report

Hyd. No. 2

Post Development 1

Hydrograph type	= Rational	Peak discharge	= 10.58 cfs
Storm frequency	= 25 yrs	Time to peak	= 0.17 hrs
Time interval	= 1 min	Hyd. volume	= 6,351 cuft
Drainage area	= 2.540 ac	Runoff coeff.	= 0.6
Intensity	= 6.945 in/hr	Tc by User	= 10.00 min
IDF Curve	= Gulfport-MS.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

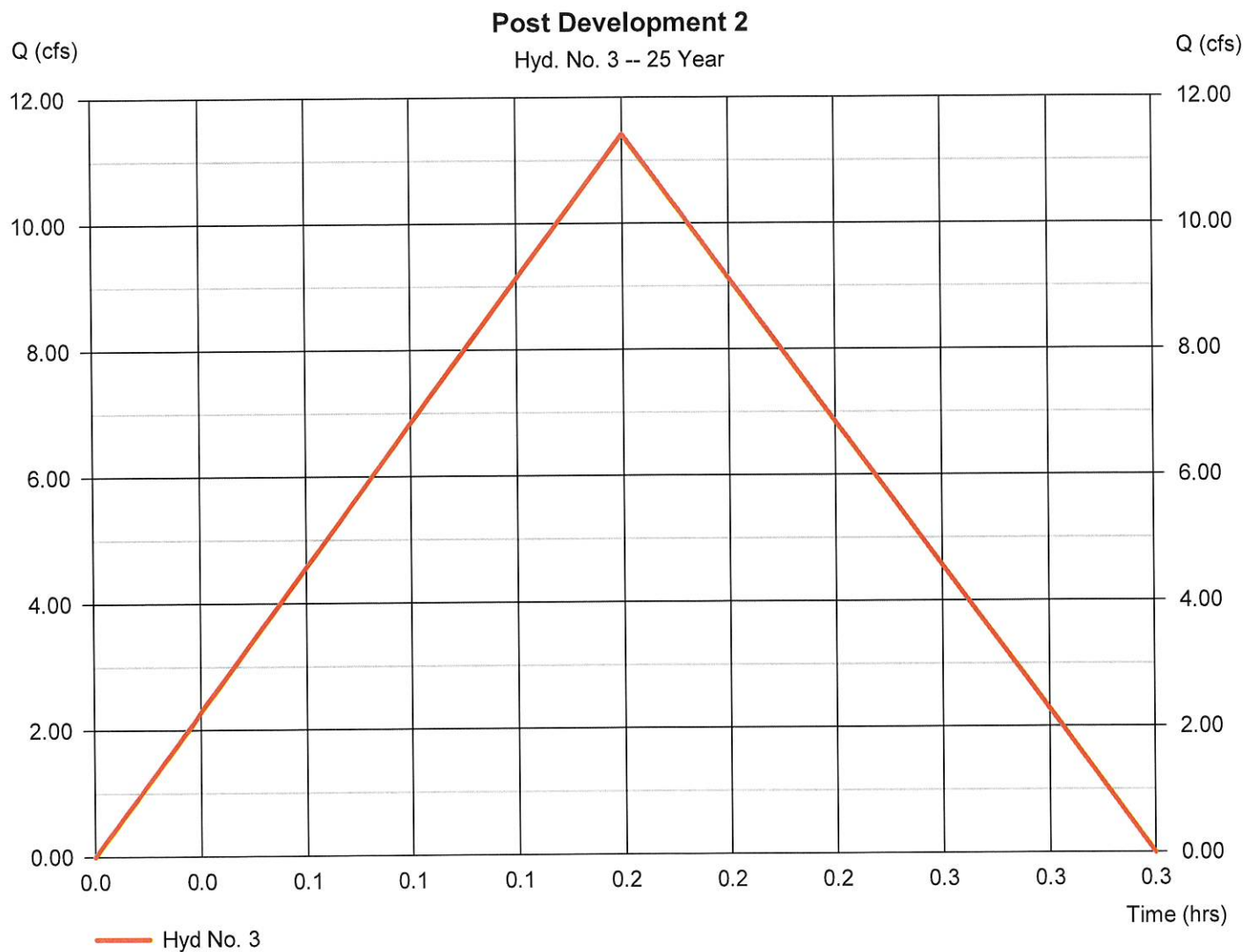
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Tuesday, 08 / 6 / 2024

Hyd. No. 3

Post Development 2

Hydrograph type	= Rational	Peak discharge	= 11.42 cfs
Storm frequency	= 25 yrs	Time to peak	= 0.17 hrs
Time interval	= 1 min	Hyd. volume	= 6,851 cuft
Drainage area	= 2.740 ac	Runoff coeff.	= 0.6
Intensity	= 6.945 in/hr	Tc by User	= 10.00 min
IDF Curve	= Gulfport-MS.IDF	Asc/Rec limb fact	= 1/1



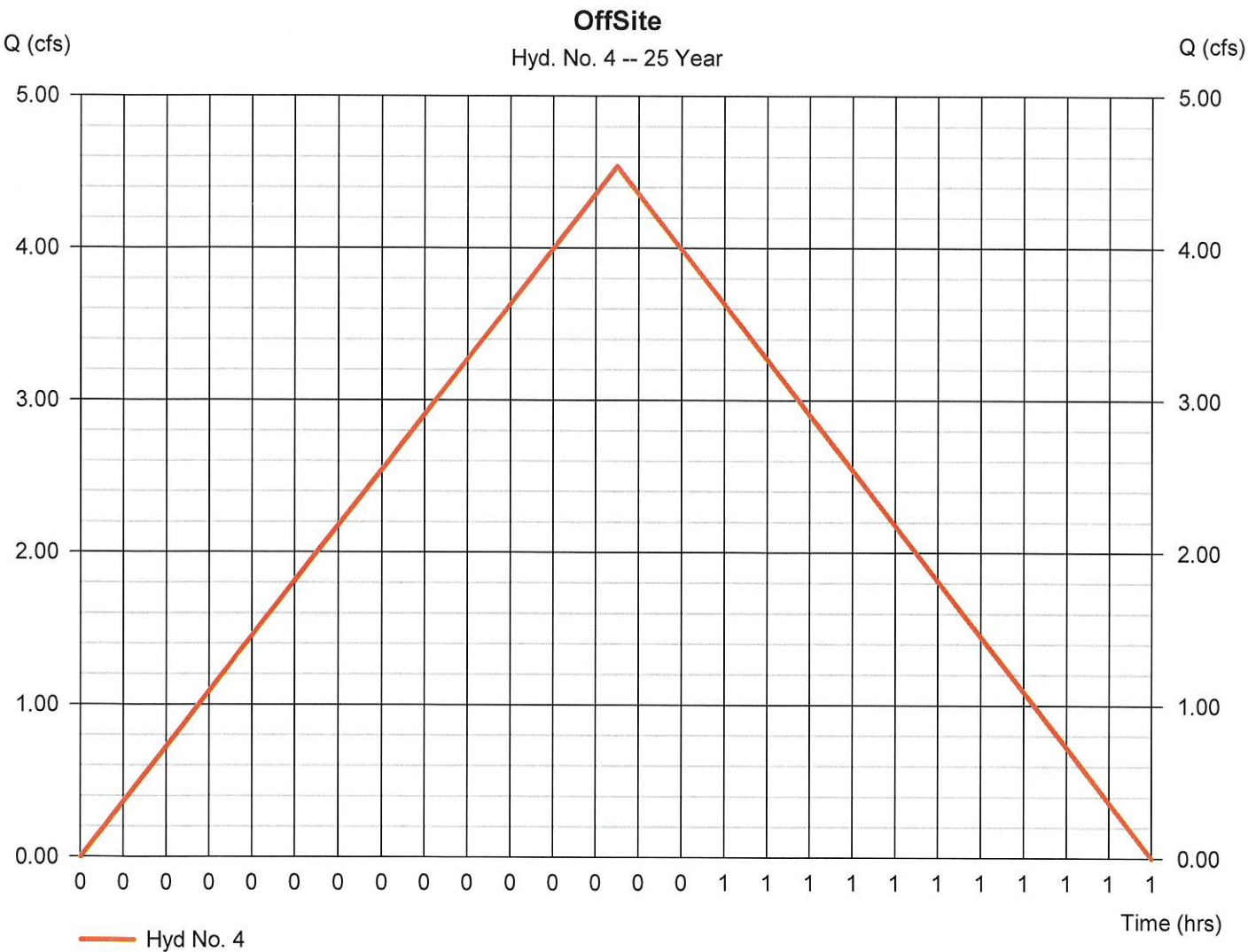
Hydrograph Report

Hyd. No. 4

OffSite

Hydrograph type	= Rational	Peak discharge	= 4.540 cfs
Storm frequency	= 25 yrs	Time to peak	= 0.42 hrs
Time interval	= 1 min	Hyd. volume	= 6,810 cuft
Drainage area	= 3.150 ac	Runoff coeff.	= 0.3*
Intensity	= 4.804 in/hr	Tc by User	= 25.00 min
IDF Curve	= Gulfport-MS.IDF	Asc/Rec limb fact	= 1/1

* Composite (Area/C) = [(0.750 x 0.30) + (2.400 x 0.30)] / 3.150



Hydrograph Report

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

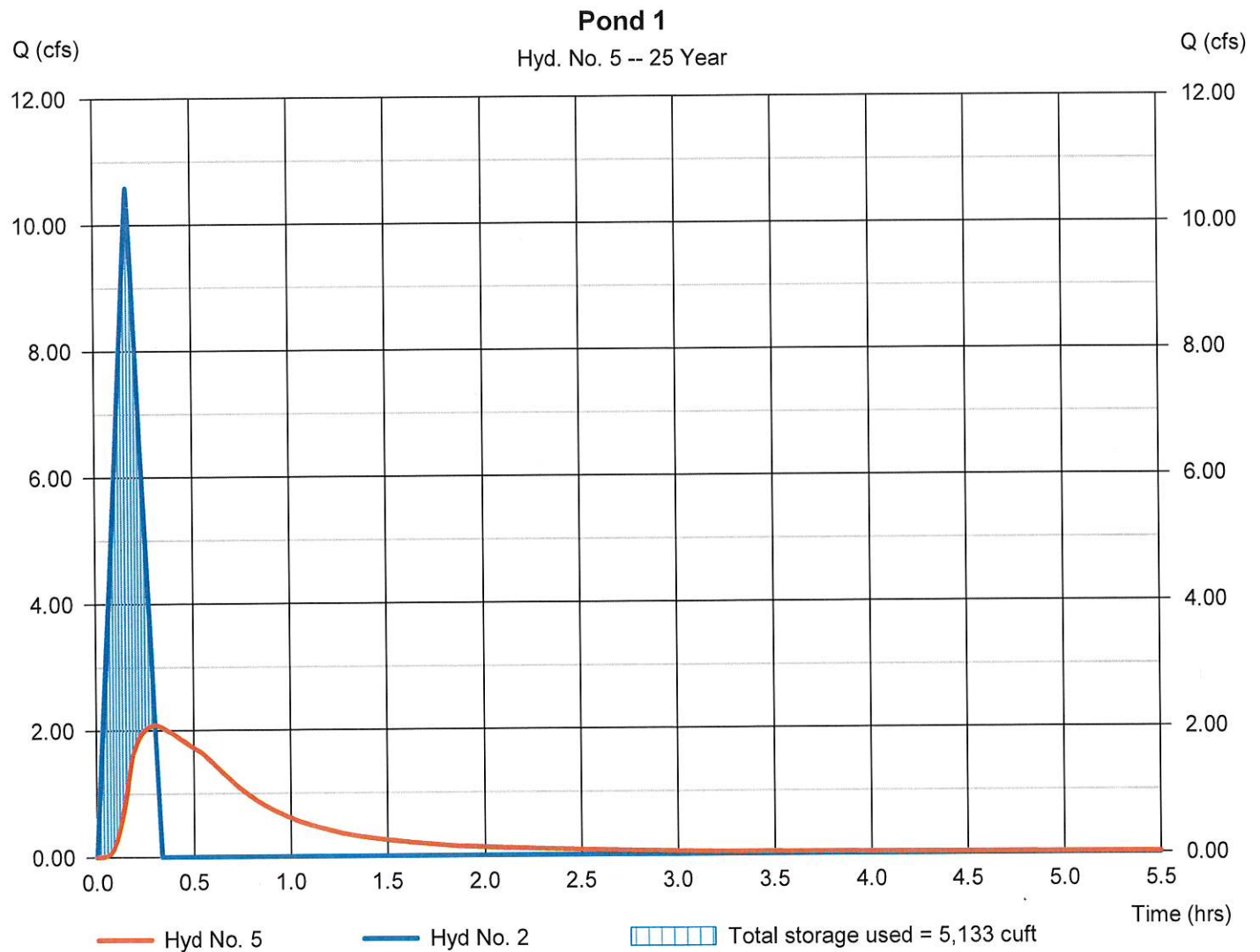
Tuesday, 08 / 6 / 2024

Hyd. No. 5

Pond 1

Hydrograph type	= Reservoir	Peak discharge	= 2.085 cfs
Storm frequency	= 25 yrs	Time to peak	= 0.30 hrs
Time interval	= 1 min	Hyd. volume	= 6,340 cuft
Inflow hyd. No.	= 2 - Post Development 1	Max. Elevation	= 27.12 ft
Reservoir name	= Pond 1	Max. Storage	= 5,133 cuft

Storage Indication method used.



Hydrograph Report

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

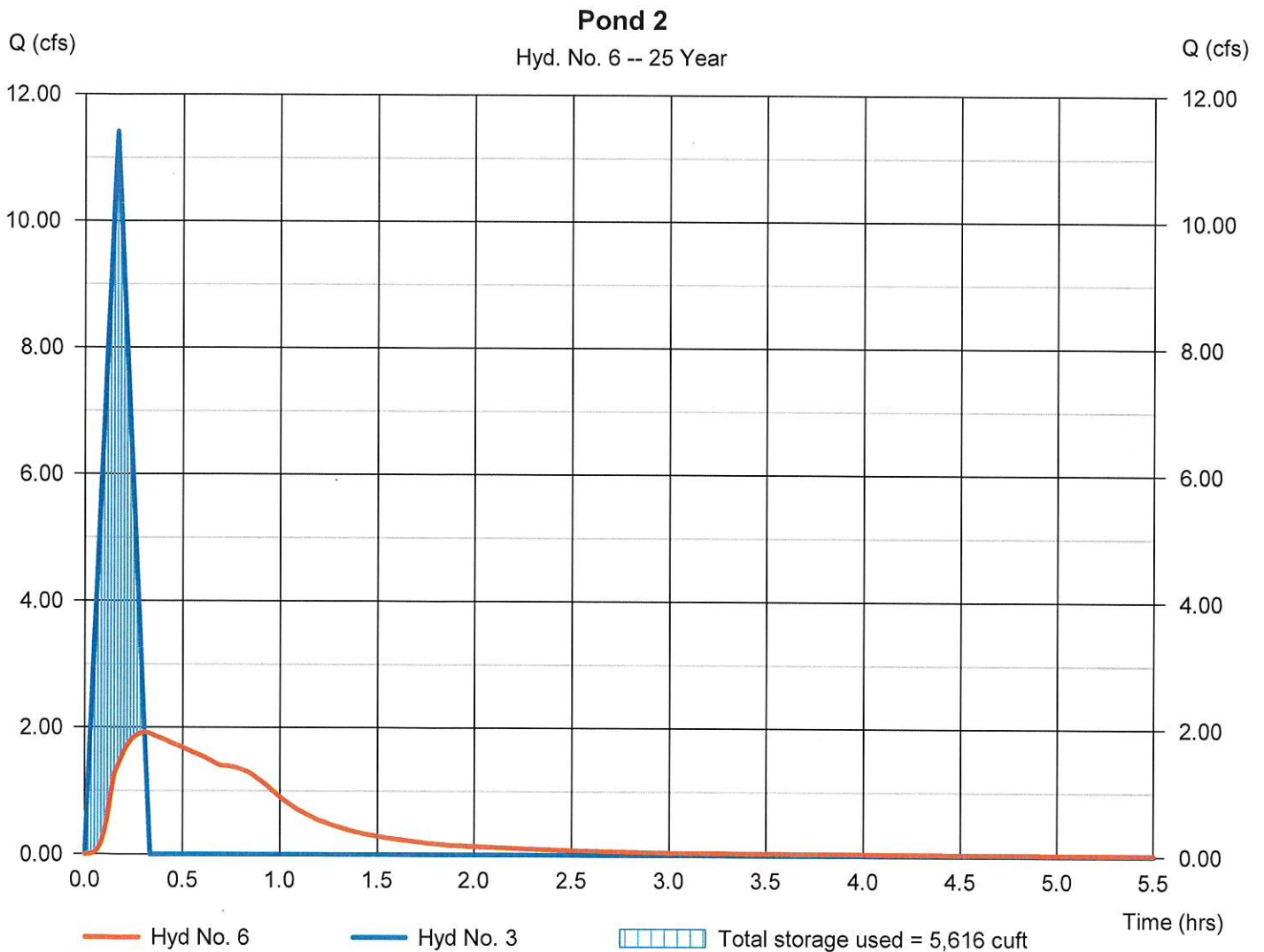
Tuesday, 08 / 6 / 2024

Hyd. No. 6

Pond 2

Hydrograph type	= Reservoir	Peak discharge	= 1.927 cfs
Storm frequency	= 25 yrs	Time to peak	= 0.30 hrs
Time interval	= 1 min	Hyd. volume	= 6,841 cuft
Inflow hyd. No.	= 3 - Post Development 2	Max. Elevation	= 38.39 ft
Reservoir name	= Pond 2	Max. Storage	= 5,616 cuft

Storage Indication method used.



Hydrograph Report

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

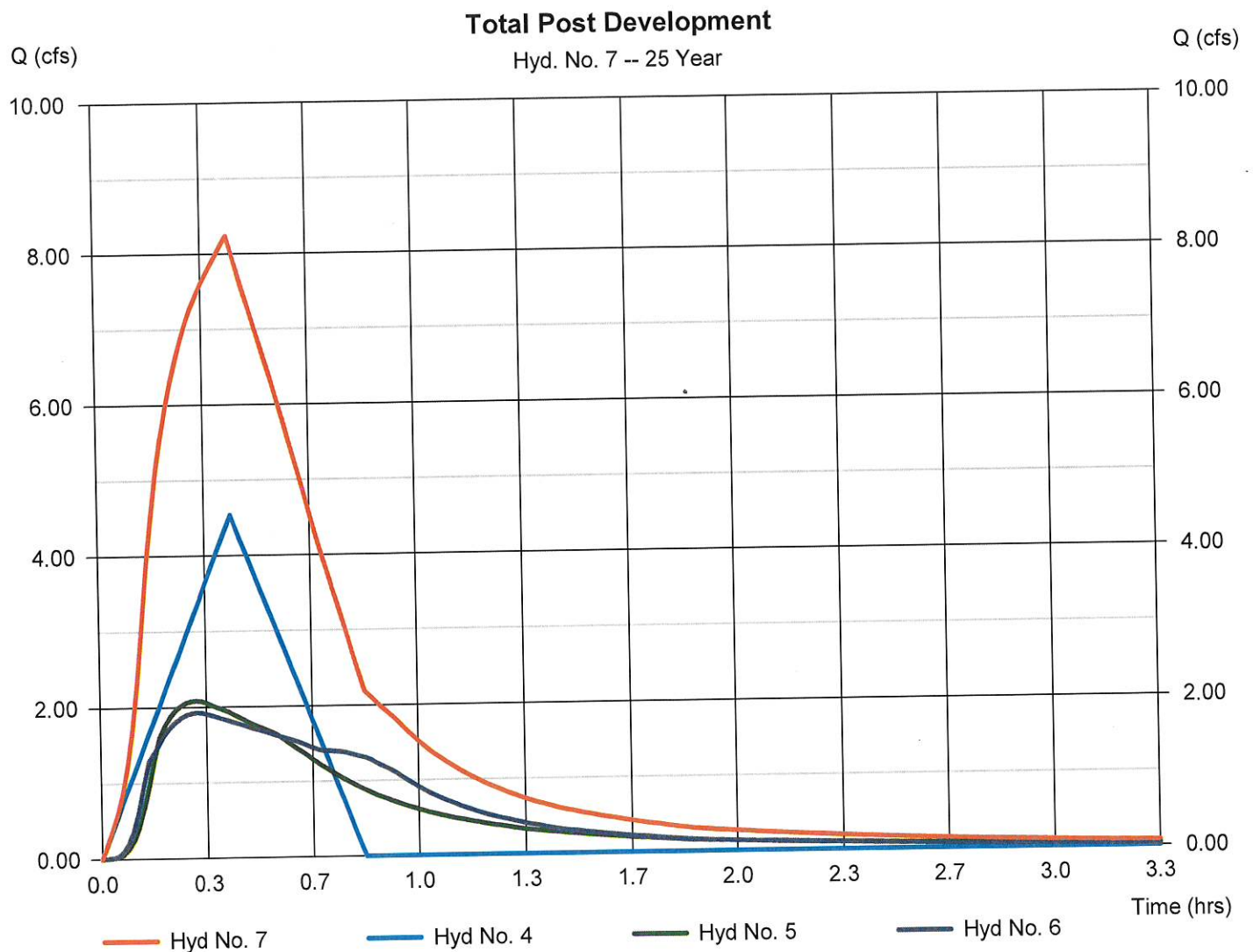
Tuesday, 08 / 6 / 2024

Hyd. No. 7

Total Post Development

Hydrograph type = Combine
Storm frequency = 25 yrs
Time interval = 1 min
Inflow hyds. = 4, 5, 6

Peak discharge = 8.241 cfs
Time to peak = 0.42 hrs
Hyd. volume = 19,991 cuft
Contrib. drain. area = 3.150 ac



Hydrograph Summary Report

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

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	Rational	11.64	1	40	27,934	-----	-----	-----	Pre Development
2	Rational	12.74	1	10	7,644	-----	-----	-----	Post Development 1
3	Rational	13.74	1	10	8,246	-----	-----	-----	Post Development 2
4	Rational	5.549	1	25	8,323	-----	-----	-----	OffSite
5	Reservoir	2.332	1	18	7,633	2	27.32	6,222	Pond 1
6	Reservoir	2.148	1	18	8,236	3	38.65	6,832	Pond 2
7	Combine	9.724	1	25	24,193	4, 5, 6	-----	-----	Total Post Development
New.gpw					Return Period: 100 Year			Tuesday, 08 / 6 / 2024	

Hydrograph Report

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

Tuesday, 08 / 6 / 2024

Hyd. No. 1

Pre Development

Hydrograph type	= Rational	Peak discharge	= 11.64 cfs
Storm frequency	= 100 yrs	Time to peak	= 0.67 hrs
Time interval	= 1 min	Hyd. volume	= 27,934 cuft
Drainage area	= 8.450 ac	Runoff coeff.	= 0.3
Intensity	= 4.591 in/hr	Tc by TR55	= 40.00 min
IDF Curve	= Gulfport-MS.IDF	Asc/Rec limb fact	= 1/1

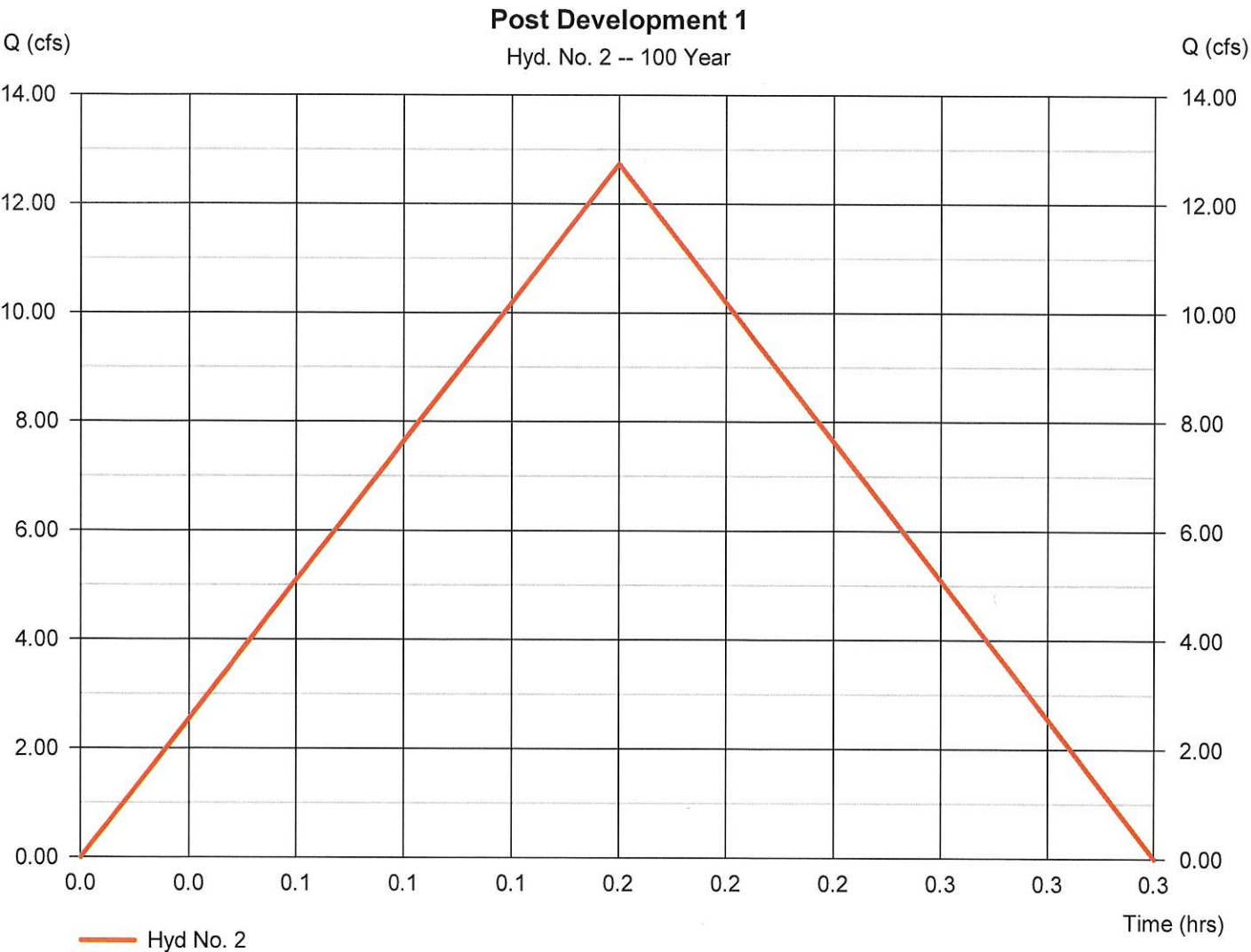


Hydrograph Report

Hyd. No. 2

Post Development 1

Hydrograph type	= Rational	Peak discharge	= 12.74 cfs
Storm frequency	= 100 yrs	Time to peak	= 0.17 hrs
Time interval	= 1 min	Hyd. volume	= 7,644 cuft
Drainage area	= 2.540 ac	Runoff coeff.	= 0.6
Intensity	= 8.360 in/hr	Tc by User	= 10.00 min
IDF Curve	= Gulfport-MS.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

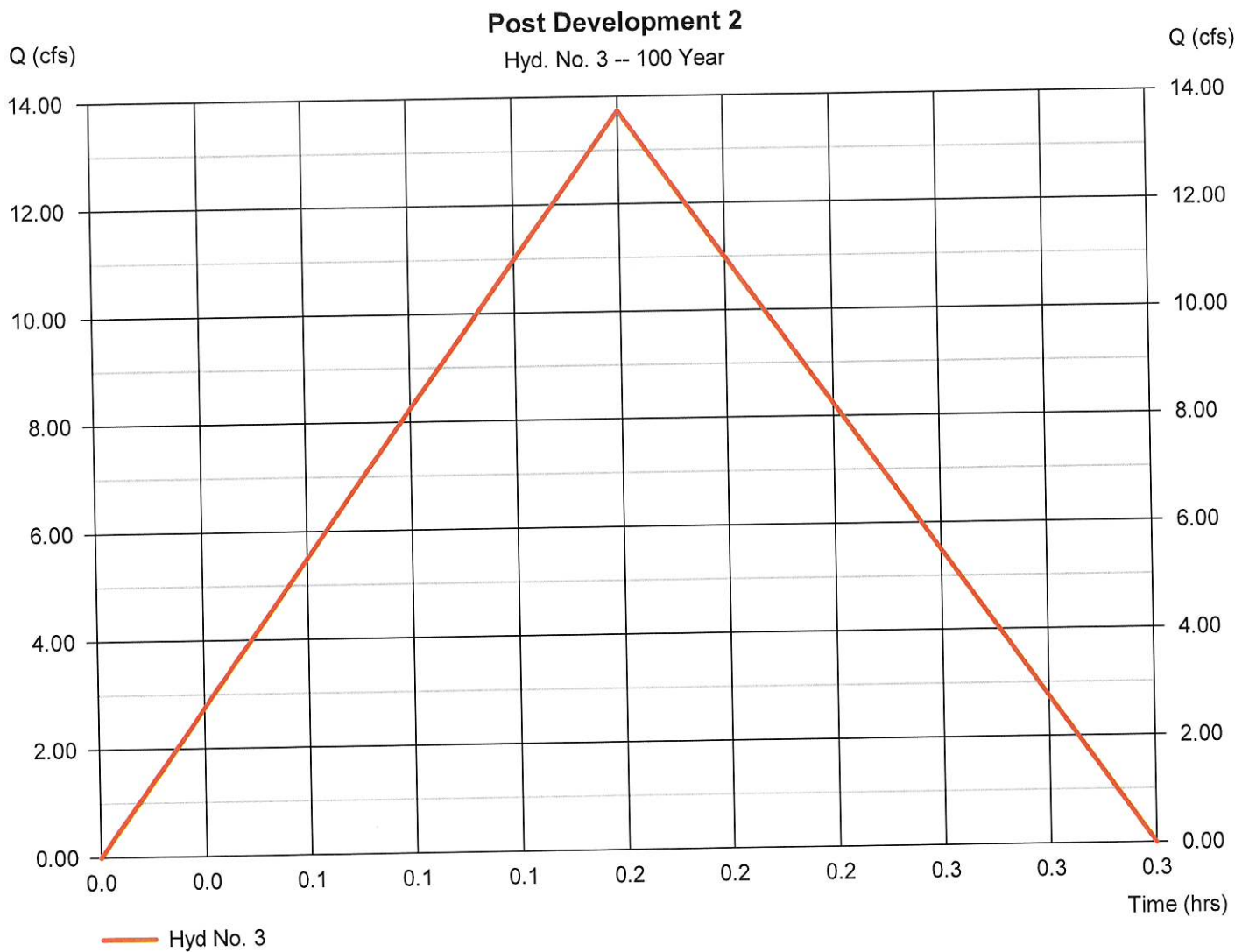
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2024

Tuesday, 08 / 6 / 2024

Hyd. No. 3

Post Development 2

Hydrograph type	= Rational	Peak discharge	= 13.74 cfs
Storm frequency	= 100 yrs	Time to peak	= 0.17 hrs
Time interval	= 1 min	Hyd. volume	= 8,246 cuft
Drainage area	= 2.740 ac	Runoff coeff.	= 0.6
Intensity	= 8.360 in/hr	Tc by User	= 10.00 min
IDF Curve	= Gulfport-MS.IDF	Asc/Rec limb fact	= 1/1



Hydrograph Report

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

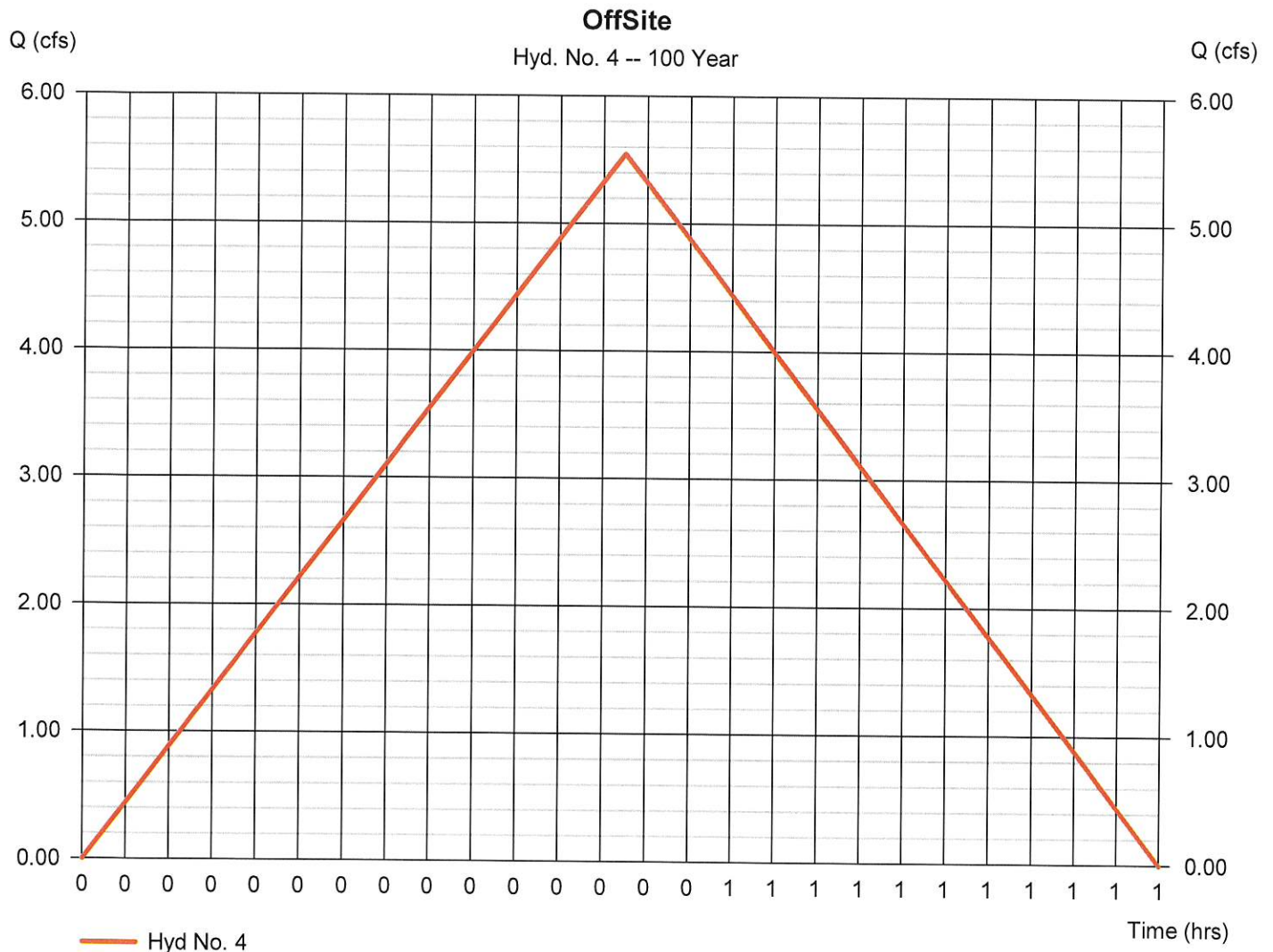
Tuesday, 08 / 6 / 2024

Hyd. No. 4

OffSite

Hydrograph type	= Rational	Peak discharge	= 5.549 cfs
Storm frequency	= 100 yrs	Time to peak	= 0.42 hrs
Time interval	= 1 min	Hyd. volume	= 8,323 cuft
Drainage area	= 3.150 ac	Runoff coeff.	= 0.3*
Intensity	= 5.872 in/hr	Tc by User	= 25.00 min
IDF Curve	= Gulfport-MS.IDF	Asc/Rec limb fact	= 1/1

* Composite (Area/C) = [(0.750 x 0.30) + (2.400 x 0.30)] / 3.150



PLANTATION OAKS SUBDIVISION
PHASE 3

THREE RIVERS ROAD
GULFPORT, MS
PARCEL NO. - 0907J-01-001.005

CLIENT:
PLANTATION OAKS, LLC
P.O. Box 268
Biloxi, MS 39533

August 6, 2024

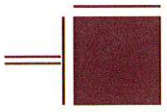


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ENGINEERING & SURVEYING
TERRY MORAN, P.E., P.L.S.
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Biloxi, MS 39535

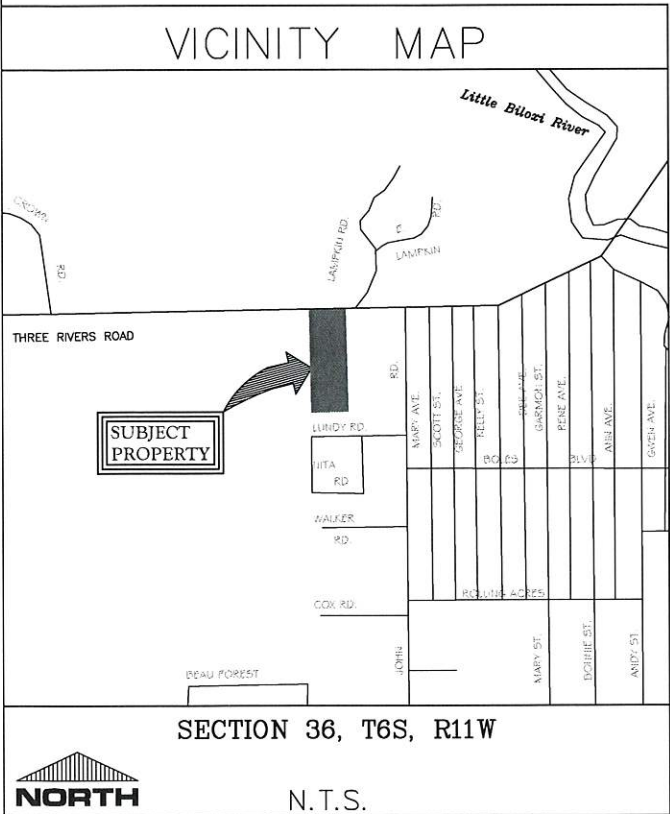
Ph (228) 896-4733 Fax (228) 896-6769

IN ASSOCIATION WITH



HEINRICH & ASSOCIATES

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



SHEET INDEX

PLAN COVER SHEET	T1
GENERAL NOTES & LEGENDS	C1
EXISTING CONDITIONS & DEMOLITION PLAN	C2
SITE PLAN	C3
GRADING & DRAINAGE PLAN	C4
EROSION CONTROL PLAN	C5
UTILITY PLAN	C6
CONSTRUCTION DETAILS	CD1
CONSTRUCTION DETAILS	CD2
CONSTRUCTION DETAILS	CD3
CONSTRUCTION DETAILS	CD4

Sheet

T1

Project No
23-156

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

DEMOLITION NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ANY AND ALL EXISTING STRUCTURES DESIGNATED TO BE REMOVED WITHIN THE PROPERTY LIMITS, INCLUDING BUT NOT LIMITED TO STRUCTURES, FOUNDATIONS, ALL EXISTING PAVEMENTS AND DRIVEWAYS, EXISTING FENCES, UTILITIES, AND DEBRIS.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT OCCUR TO IMPROVEMENTS SHOWN HEREON TO REMAIN.
3. CONTRACTOR SHALL REMOVE ALL DEBRIS FROM THE SITE THAT IS FOUND TO EXIST PRIOR TO HIS WORK OR THAT IS GENERATED AS A RESULT OF HIS WORK. DEBRIS SHALL CONSIST OF ANY MATERIAL OTHER THAN SOIL. SOIL DESIGNATED TO BE REMOVED FROM THE SITE SHALL BE AT THE CONTRACTORS EXPENSE.
4. CONTRACTOR WILL NOT BE RESPONSIBLE FOR DEMOLISHING, REMOVING, OR RELOCATING ANY EXISTING ABOVE OR BELOW GROUND TELEPHONE OR POWER (UNLESS OTHERWISE SPECIFIED)BUT SHALL BE RESPONSIBLE FOR COORDINATING HIS WORK WITH ALL LOCAL UTILITY COMPANIES.
5. CONTRACTOR SHALL CALL THE MISSISSIPPI DAMAGE PREVENTION NUMBER (1-800-227-6477) BY LAW TO LOCATE ALL EXISTING UTILITIES ON SITE PRIOR TO HIS WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING UTILITIES NOT DESIGNATED TO BE REMOVED UNDER THIS CONTRACT AND BE RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING UTILITIES NOT DESIGNATED TO BE DEMOLISHED, REMOVED, OR RELOCATED THAT RESULT FROM CONTRACTOR’S WORK. REMOVAL OF ALL POWER LINES, POLES, AND APPURTENANCES SHALL BE BY LOCAL UTILITY COMPANY.
6. LIMITS OF CLEARING AND GRUBBING SHALL BE PROPERTY LINES, UNLESS SPECIFICALLY DESIGNATED OTHERWISE.
7. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL CONSTRUCTION PERMITS THAT ARE REQUIRED TO ACCOMPLISH THE WORK SPECIFIED HEREON.

STORM WATER POLLUTION PREVENTION NOTES:

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

GENERAL NOTES & LEGENDS

SITE NOTES:

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

UTILITY NOTES:

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

LOCAL UTILITY COMPANIES

1. WATER AND SEWER – CITY OF GULFPORT 868-5740
2. GAS SERVICE – CENTERPOINT ENERGY 896-7500
3. TV CABLE SERVICE – SPARKLIGHT 864-1506
4. ELECTRICAL SERVICE – MISSISSIPPI POWER COMPANY 868-9800
5. TELEPHONE SERVICE – AT&T 557-6000
6. MISS I CALL BEFORE YOU DIG 1-800-227-6477

PROJECT SCOPE:

CONSTRUCT PLANTATION OAKS SUBDIVISION PH. 3 AS PER DRAWINGS FOUND HEREIN AND ALL CITY/STATE REQ’S & PERMITS.

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

LEGEND		
PROPOSED		EXISTING
	WATER MAIN	
	SEWER LINE	
	GAS LINE	
	ROW/EASEMENT	
	PROPERTY LINE	
	LOT LINES	
	CLEAN-OUT	
	MANHOLE	
	WATER VALVE	
	FIRE HYDRANT	
	WATER METER	
	PROP. SPOT EL.	
	EXIST. SPOT EL.	
	TYP. SIGN	
	TYP. STOP BAR	
	HEADER CURB	
	CURB & GUTTER	

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GENERAL NOTES & LEGENDS

Plantation Oak Subdivision
Phase 3
Three Rivers Rd.
Gulfport, MS

Sheet

Date 8-6-24

Drawn By S.G.C.

Check By R.B.H.

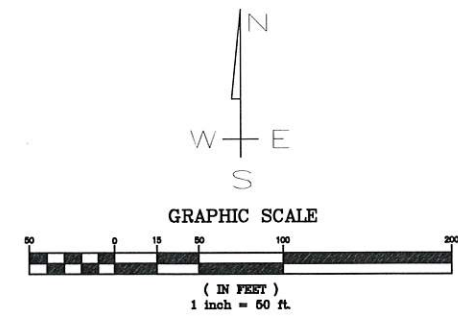
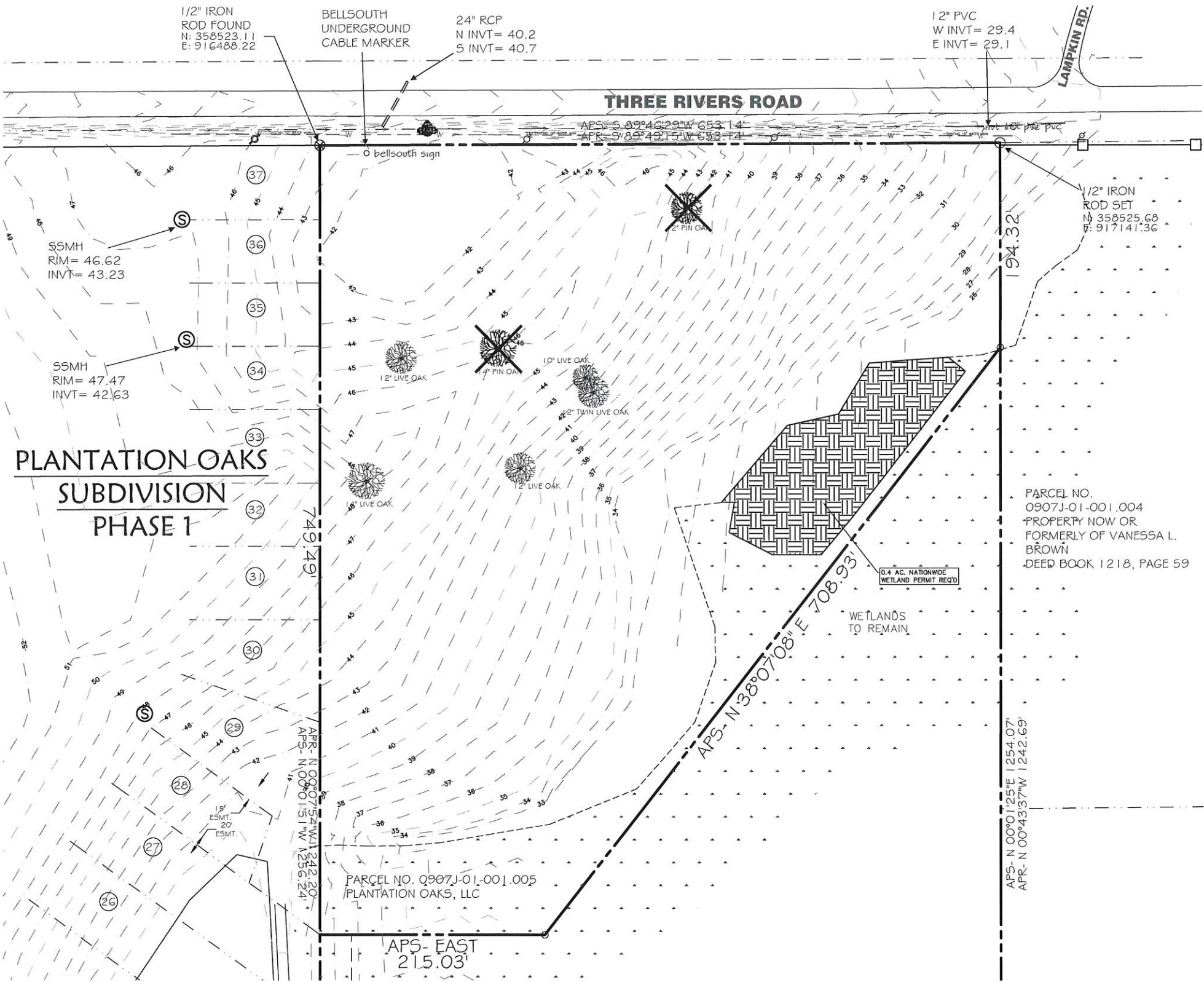
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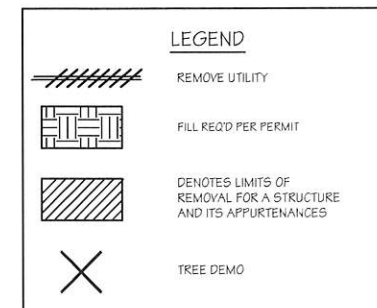
Project No

23.156



BOUNDARY AND TOPOGRAPHIC INFORMATION
BASED ON SURVEY BY CROSBY SURVEYING.

SUBJECT PROPERTY LIES WITHIN "X" FLOOD
ZONE SHOWN HEREON PER FEMA PANEL
28047C0260G DATED JUNE 16, 2009



- DEMOLITION NOTES:**
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ALL CONSTRUCTION TO BE IN
COMPLIANCE WITH CITY OF
GULFPORT CONSTRUCTION STANDARDS

NOTE:
NO ON SITE SUPERVISION OR INSPECTIONS ARE PROVIDED WITH THE USE OF THESE PLANS BY THE DESIGNER. BUILDER/CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS, CONDITIONS, AND SIZES OF COMPONENTS ALONG WITH SITE CONDITIONS BEFORE STARTING CONSTRUCTION. BUILDER/CONTRACTOR SHALL SEE THAT CONSTRUCTION IS IN CONFORMANCE WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE (I.B.C.) AND WITH THE COUNTY/CITY BUILDING INSPECTOR. THE USE OF THESE PLANS FOR CONSTRUCTION SHALL BE EVIDENCE THAT THE REQUIREMENTS STATED ARE ACCEPTED BY THE BUILDER/CONTRACTOR.

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

EXISTING CONDITIONS & DEMOLITION PLAN

SCALE: 1" = 50'-0"

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EXISTING CONDITIONS &
DEMOLITION PLAN

Project
Plantation Oaks Subdivision
Phase 3
Three Rivers Rd.
Gulfport, MS

Sheet
8-6-24

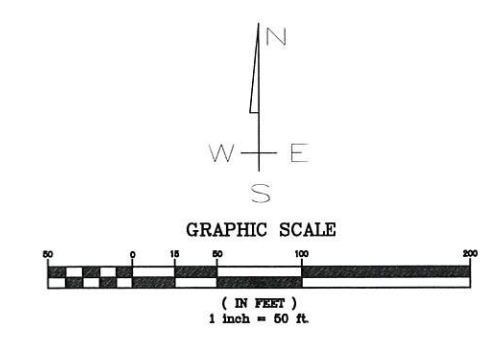
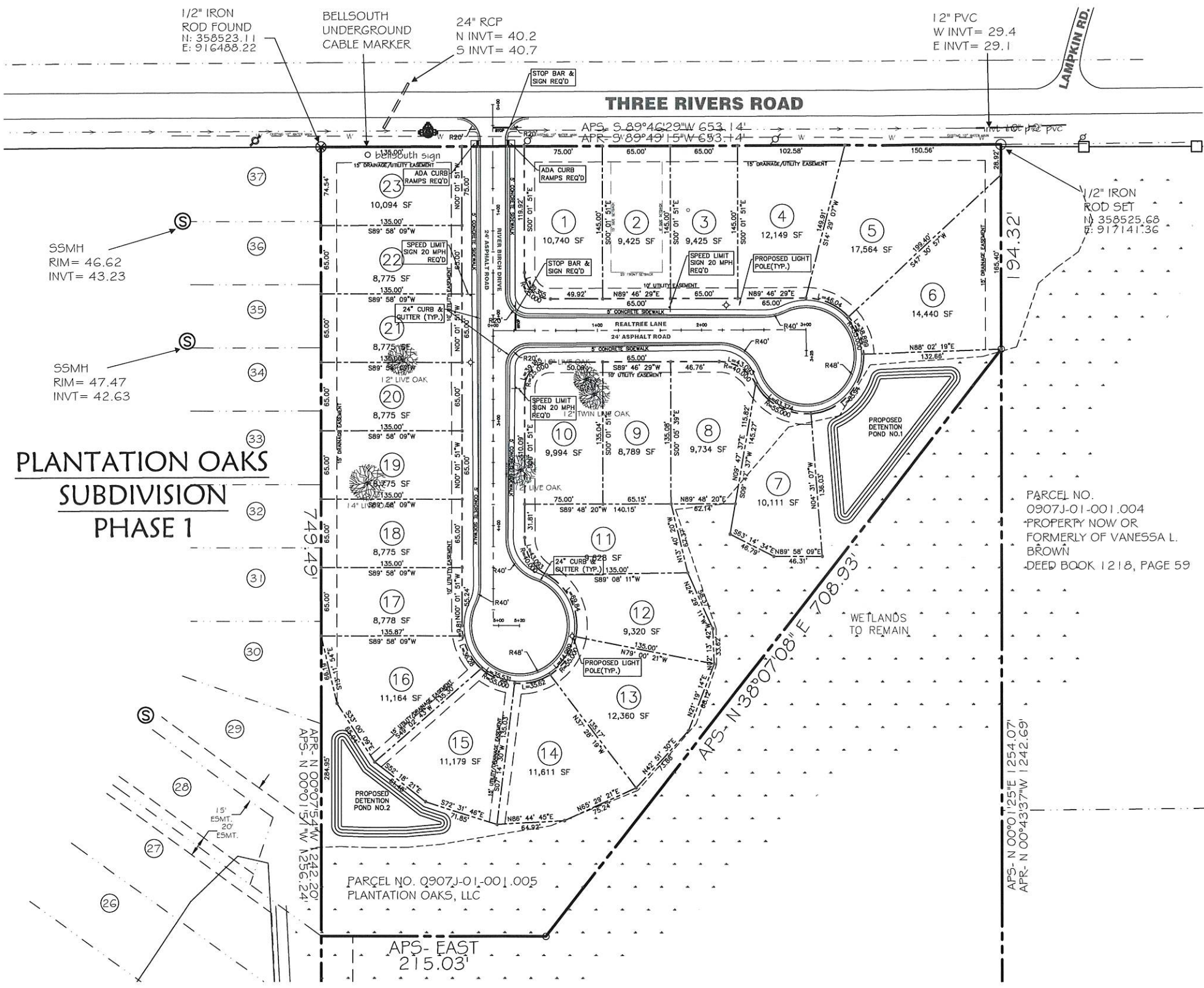
Date
8-6-24

Drawn By
S.G.C.

Check By
R.B.H.

REV

Project No
23-156



BOUNDARY AND TOPOGRAPHIC INFORMATION
BASED ON SURVEY BY CROSBY SURVEYING.

SUBJECT PROPERTY LIES WITHIN "X" FLOOD
ZONE SHOWN HEREON PER FEMA PANEL
28047C0260G DATED JUNE 16, 2009

SITE DATA TABLE	
ZONING	R-B
ACREAGE	8.45 AC
MIN. LOT SIZE	65' X 135'
SETBACKS (SEE LOT 2)	
FYSB - 25 FT	
SYSB - 8 FT	
RYSB - 8 FT	

SITE LEGEND	
	TYPICAL SIGN
	TYPICAL STOP BAR
	HEADER CURB
	CURB & GUTTER
	STREET LIGHT

- SITE NOTES:**
1. ALL DIMENSIONS ARE FROM BACK OF CURB TO BACK OF CURB.
 2. ALL ROADWAY RADIUS DIMENSIONS ARE 20' UNLESS NOTED.
 3. CONTRACTOR TO ENSURE ALL CURB RAMPs AND SIDEWALKS MEET ADA REQUIREMENTS.
 4. STREET LIGHT LOCATIONS AND TYPES TO BE DESIGNED AND SUBMITTED BY MS POWER.
 5. SHOULD CONTRACTOR FIND ANY DISCREPANCIES IN DIMENSIONS, PROJECT ENGINEER SHALL BE NOTIFIED IMMEDIATELY.

ALL CONSTRUCTION TO BE IN
COMPLIANCE WITH CITY OF
GULFPORT CONSTRUCTION STANDARDS

NOTE:
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LOT & STREET LAYOUT

SCALE: 1" = 50'-0"

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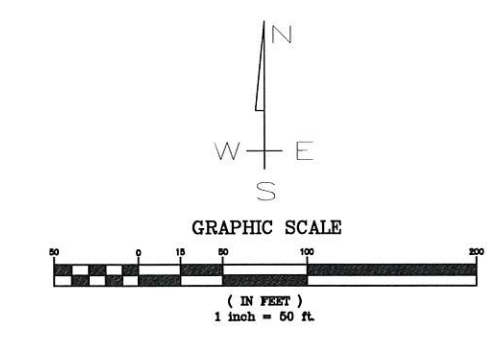
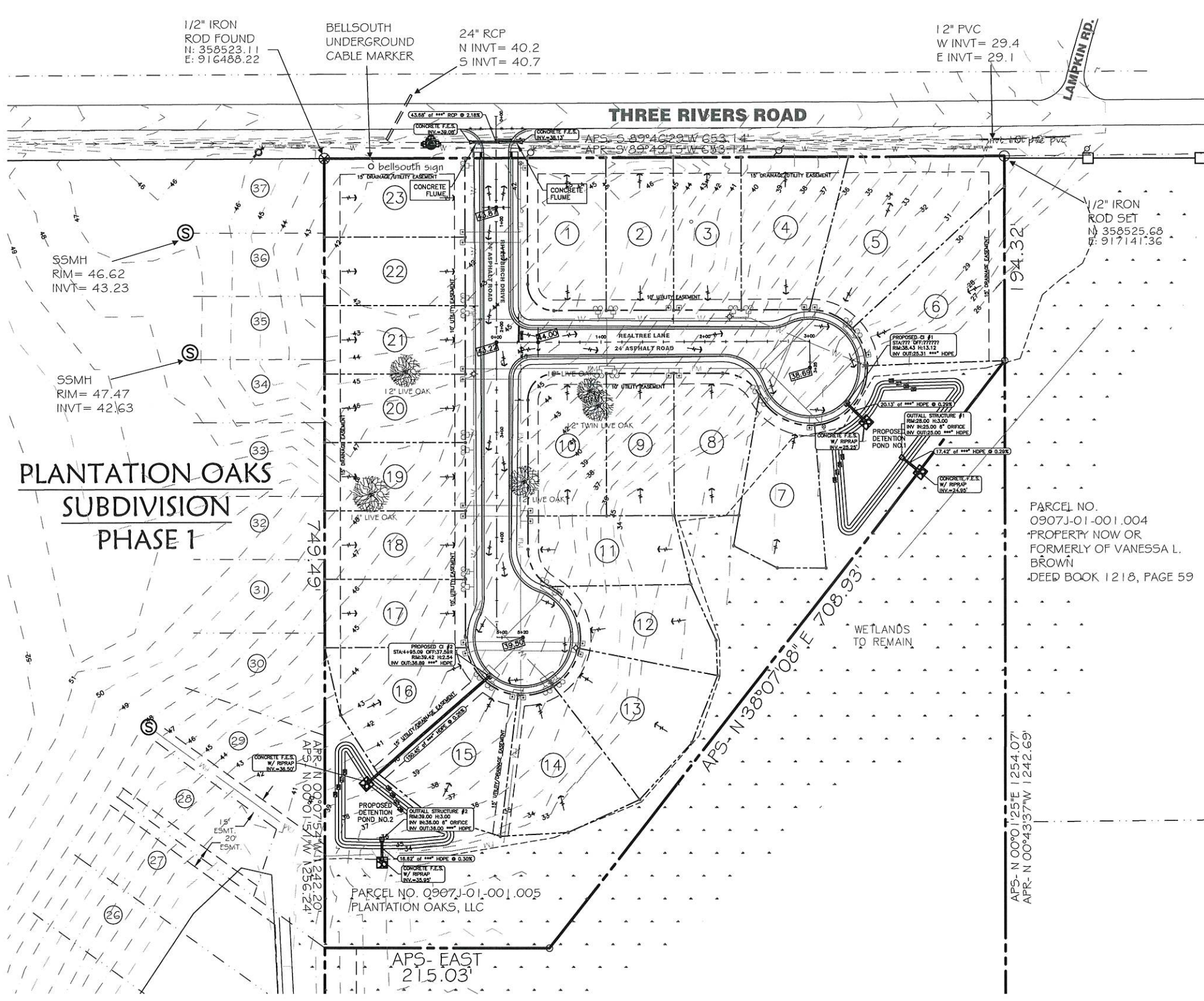
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LOT & STREET LAYOUT

Plantation Oaks Subdivision
PHASE 3
THREE RIVERS RD.
GULFPORT, MS

Date 8-6-24
Drawn By S.G.C.
Check By R.B.H.
REV

Sheet 3
Project No 23-156



BOUNDARY AND TOPOGRAPHIC INFORMATION
BASED ON SURVEY BY CROSBY SURVEYING.

SUBJECT PROPERTY LIES WITHIN "X" FLOOD
ZONE SHOWN HEREON PER FEMA PANEL
28047C0260G DATED JUNE 16, 2009

LEGEND

- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- PROPOSED DRAIN INLET AND PIPE
- EXISTING CURB INLET AND PIPE
- MATCH EXISTING GRADE
- FLOW DIRECTION ARROW
- RIDGE LINE

NOTES:

1. ALL FINISH SPOT ELEVATIONS REPRESENT BASE OF CURB ELEVATIONS.
2. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE AT ALL TIMES.
3. OWNER SHALL BE RESPONSIBLE FOR GRADING OF PARCELS TO ENSURE POSITIVE DRAINAGE AS INDICATED.

ALL CONSTRUCTION TO BE IN COMPLIANCE WITH CITY OF GULFPORT CONSTRUCTION STANDARDS

NOTE:
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GRADING & DRAINAGE PLAN

SCALE: 1" = 50'-0"

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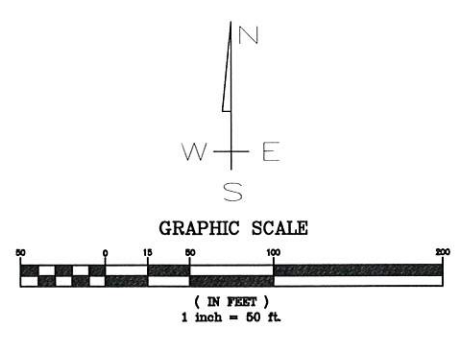
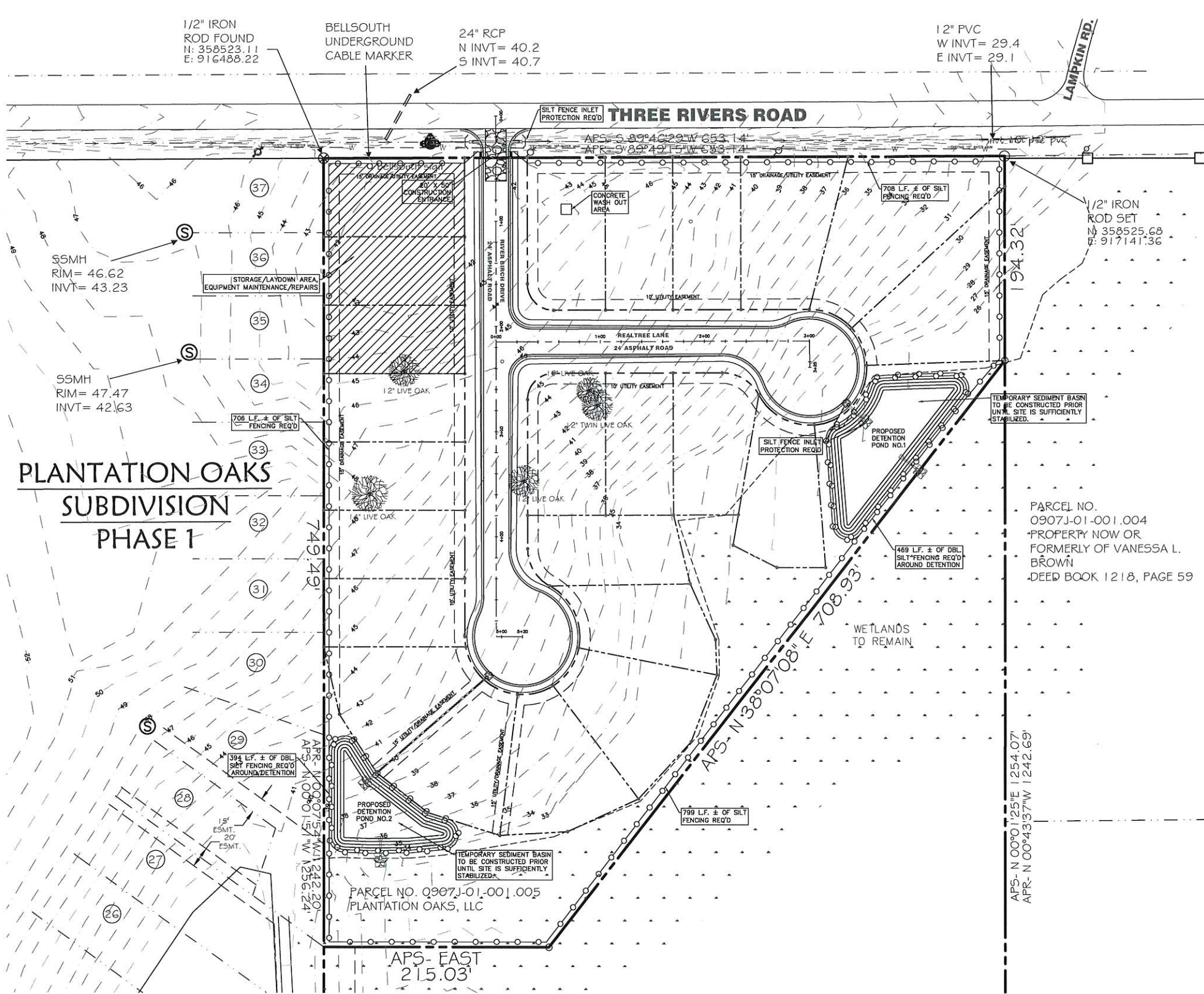
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Sheet **8-6-24**
Date
Drawn By **S.G.C.**
Check By **R.B.H.**
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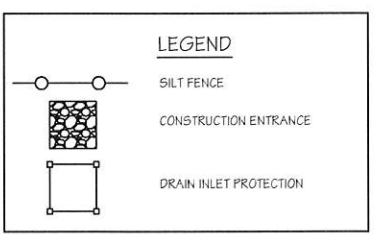
Sheet **C4**
Project No
23-156

Sheet
Project
GRADING & DRAINAGE PLAN
PLANTATION OAK SUBDIVISION
PHASE 3
THREE RIVERS RD.
GULFPORT, MS



BOUNDARY AND TOPOGRAPHIC INFORMATION
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SUBJECT PROPERTY LIES WITHIN "X" FLOOD
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28047C0260G DATED JUNE 16, 2009



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1. CONTRACTOR SHALL STOCKPILE TOPSOIL FOR USE IN LANDSCAPING.
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 9. CONTRACTOR SHALL CHECK ALL DISTURBED AREAS, EROSION AND SEDIMENT CONTROLS AFTER EACH SIGNIFICANT RAINFALL BUT NOT LESS THAN ONCE PER WEEK AND MAKE ANY NEEDED REPAIRS WITHIN 24 HOURS.
 10. CONTRACTOR SHALL REMOVE ANY SEDIMENT FROM SILT FENCE, CHECK POINTS, AND INLET PROTECTION DEVICES WHENEVER SEDIMENT HAS ACCUMULATED TO 50 PERCENT CAPACITY.
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EROSION CONTROL PLAN

SCALE: 1" = 50'-0"

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ENGINEERING & SURVEYING

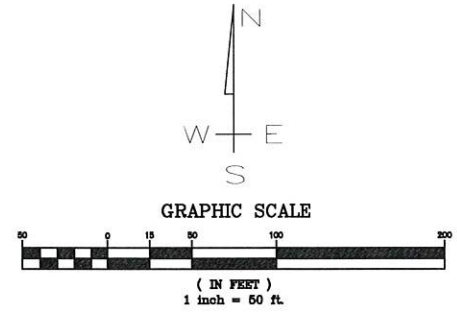
HEINRICH & ASSOCIATES
RESIDENTIAL & COMMERCIAL DESIGN
1805 23rd Avenue, Suite B, Gulfport, MS 39501
PH (228) 896-0768

EROSION CONTROL PLAN
PROJECT
PLANTATION OAK SUBDIVISION
PHASE 3
THREE RIVERS RD.
GULFPORT, MS

Sheet
8-6-24
Date
Drawn By S.G.C.
Check By R.B.H.
REV
C5
Project No
23-156

UTILITY PLAN

SCALE: 1" = 50'-0"



BOUNDARY AND TOPOGRAPHIC INFORMATION
BASED ON SURVEY BY CROSBY SURVEYING.

SUBJECT PROPERTY LIES WITHIN "X" FLOOD
ZONE SHOWN HEREON PER FEMA PANEL
28047C0260G DATED JUNE 16, 2009

LEGEND	
PROPOSED	EXISTING
 — W —	— W —
 — S —	— S —
 — G —	— G —
 — FM —	— FM —
 — FOC —	— FOC —
	POWER POLE
	CLEAN-OUT
	MANHOLE
	WATER VALVE
	FIRE HYDRANT
	WATER METER
	GAS VALVE

UTILITY NOTES:

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

ALL CONSTRUCTION TO BE IN
COMPLIANCE WITH CITY OF
GULFPORT CONSTRUCTION STANDARDS

NOTE: NO ON SITE SUPERVISION OR INSPECTIONS ARE PROVIDED WITH THE USE OF THESE PLANS BY THE DESIGNER. BUILDER/CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS, CONDITIONS, AND SIZES OF COMPONENTS ALONG WITH SITE CONDITIONS BEFORE STARTING CONSTRUCTION. BUILDER/CONTRACTOR SHALL SEE THAT CONSTRUCTION IS IN CONFORMANCE WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE (I.B.C.) AND WITH THE COUNTY/CITY BUILDING INSPECTOR. THE USE OF THESE PLANS FOR CONSTRUCTION SHALL BE EVIDENCE THAT THE REQUIREMENTS STATED ARE ACCEPTED BY THE BUILDER/CONTRACTOR.

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

TERRY MORAN, P.E., P.L.S.
806 23rd Ave Suite B, Gulfport, MS 39501
P.O. Box 4075 Biloxi, MS 39535
Ph (228) 896-4783

TNE
TERRY MORAN
ENGINEERING & SURVEYING



HEINRICH & ASSOCIATES

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

UTILITY PLAN

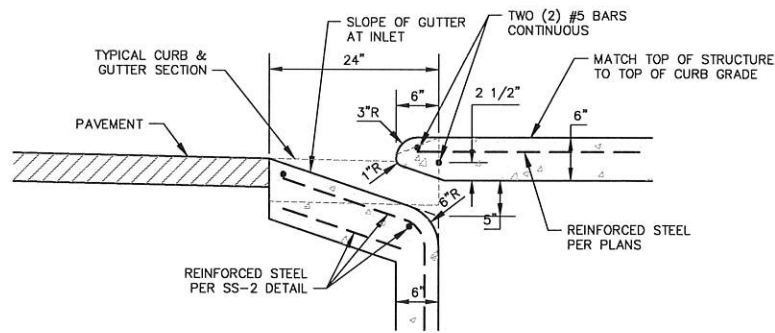
ATION OAK SUBDIVISION
PHASE 3
THREE RIVERS RD.
GULFPORT, MS

Sheet

Date 8-6-24
 Drawn By S.G.C
 Check By R.B.H.
 REV _____

Sheet
C6
Project No
23-156

CONSTRUCTION DETAILS

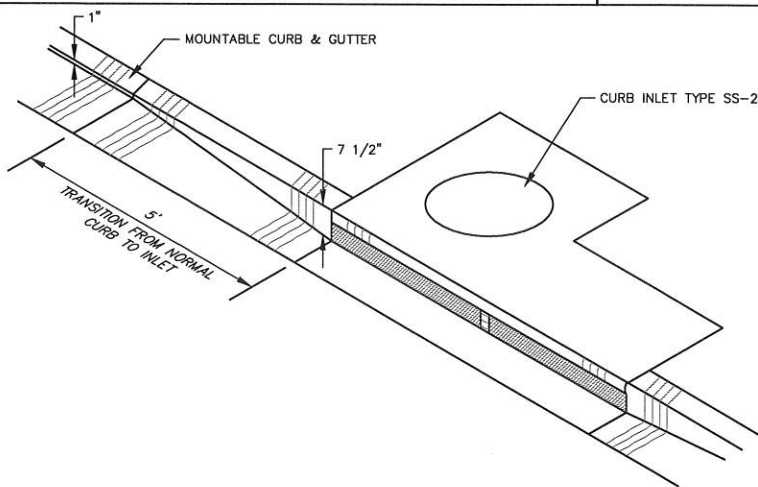


DETAIL OF CURB INLET (TYPE SS-2) THROAT WITH MOUNTABLE CURB

DATE: 5/19/15 APPR. BY: BCM REVISION
SCALE: N.T.S. DR. NO.: 02721 DWG.-2
DR. BY: SJ FILE: MCHTHROAT



CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

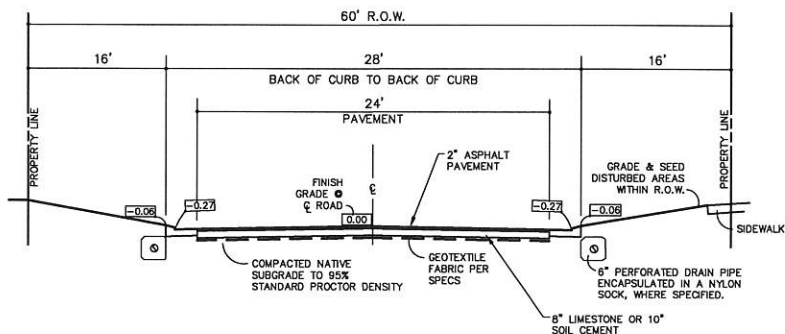


THROAT DETAIL OF MOUNTABLE CURB (ISOMETRIC)

DATE: 5/19/15 APPR. BY: BCM REVISION
SCALE: N.T.S. DR. NO.: 02585 DWG.-2
DR. BY: SJ FILE: MCHTHROAT



CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

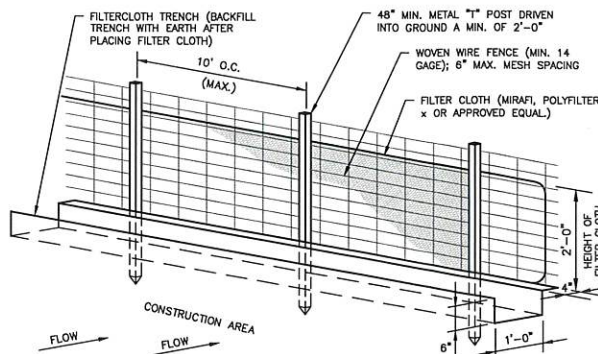


TYPICAL ROADWAY SECTION

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



CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



CONSTRUCTION SPECIFICATIONS

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

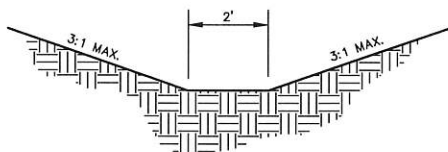
- MAINTENANCE:
- REMOVE ACCUMULATED SEDIMENT ALONG THE FENCE WHEN IT HAS REACHED A THIRD TO A HALF OF THE FENCE HEIGHT. DO NOT PLACE SEDIMENT ON THE DOWNHILL SIDE.
 - INSPECT WEEKLY AND AFTER EACH SIGNIFICANT STORM EVENT (GREATER THAN 1/2 INCH OF RAIN).
 - REMOVE FENCE WHEN AREA ABOVE THE FENCE HAS BEEN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

SILT FENCE DETAIL

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



CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

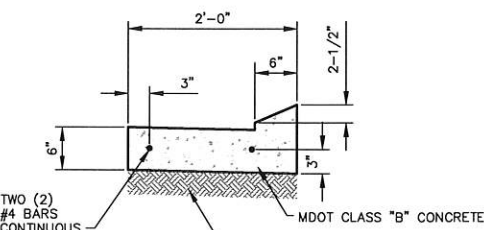


SWALE SECTION

DATE: 5/20/15 APPR. BY: BCM REVISION
SCALE: N.T.S. DR. NO.: 02521
DR. BY: SJ FILE: MCHTHROAT



CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



NOTE:

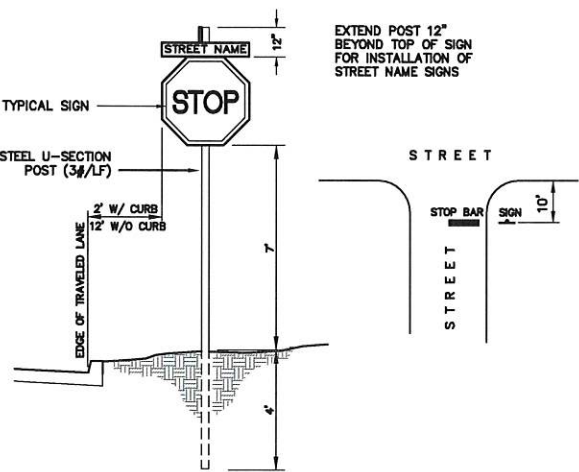
PROVIDE CONSTRUCTION JOINT AT 10' O.C., 1/2" EXPANSION JOINT AT 50' O.C. MAX.

MOUNTABLE CURB & GUTTER DETAIL

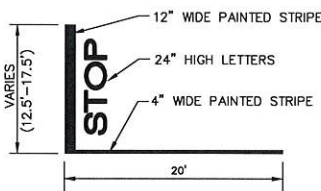
DATE: 5/20/15 APPR. BY: BCM REVISION
SCALE: N.T.S. DR. NO.: 02521
DR. BY: SJ FILE: MCHTHROAT



CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



SIGN INSTALLATION DETAIL



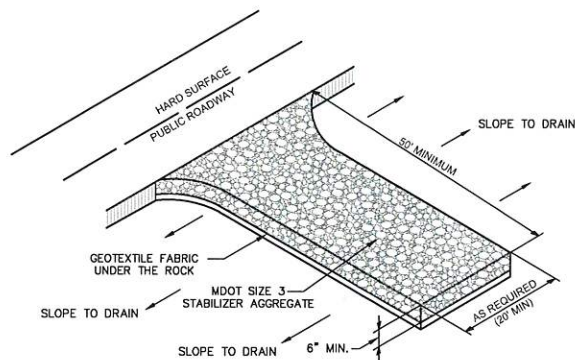
STOP BAR DETAIL

STOP SIGN & BAR DETAIL

DATE: 5/20/15 APPR. BY: BCM REVISION
SCALE: N.T.S. DR. NO.: 02585
DR. BY: SJ FILE: STOPSIGN



CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



NOTES:

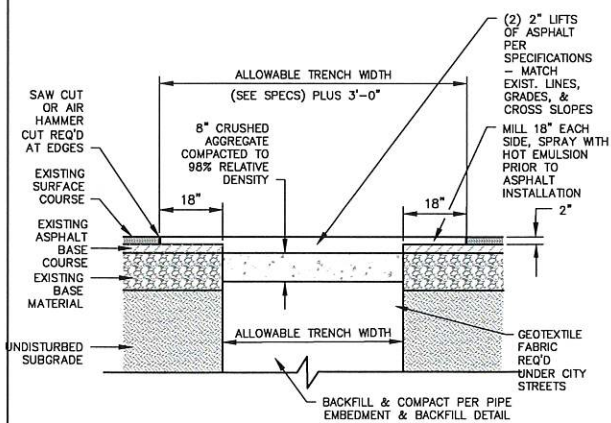
- THE AREA OF THE CONSTRUCTION ENTRANCE SHALL BE EXCAVATED 6 INCHES DEEP, 50 FEET LONG AND SHALL EXTEND THE FULL WIDTH OF ANY VEHICULAR INGRESS AND EGRESS (MINIMUM 20 FEET) LOCATED ON THE SITE.
- THE ENTRANCE SHALL BE PROPERLY MAINTAINED FOR THE DURATION OF THE PROJECT TO PREVENT THE TRACKING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. ALL MAINTENANCE AND REPAIRS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- THE ENTRANCE SHALL BE CHECKED ON A DAILY BASIS AND BEFORE & AFTER ANY RAINFALL EVENT FOR ANY DAMAGES. ANY DAMAGES FOUND SHALL BE REMEDIATED BEFORE THE DAYS END AT NO ADDITIONAL COST TO THE CITY.
- THE ENTRANCE SHALL BE PROPERLY GRADED TO PREVENT THE FLOW OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS SHALL BE REMOVED IMMEDIATELY.
- MEASURES SHALL BE TAKEN TO PREVENT VEHICULAR TRAFFIC FROM BYPASSING THE CONSTRUCTION ENTRANCE DURING INGRESS AND EGRESS.

LIMESTONE CONSTRUCTION ENTRY DETAIL

DATE: 5/20/15 APPR. BY: BCM REVISION
SCALE: N.T.S. DR. NO.: 02295
DR. BY: SJ FILE: CONSTRUCT ENTRY.dwg



CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



HOT BITUMINOUS PAVEMENT REPAIR

DATE: 5/20/15 APPR. BY: BCM REVISION
SCALE: N.T.S. DR. NO.: 02585
DR. BY: SJ FILE: STOPSIGN



CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

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P.O. Box 4075 Biloxi, MS 39535
PH (228) 896-4733

TERRY MORAN
ENGINEERING & SURVEYING



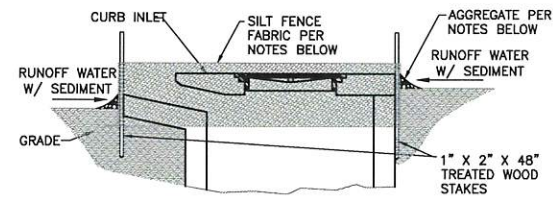
HEINRICH & ASSOCIATES
RESIDENTIAL & COMMERCIAL DESIGN
1806 23rd Avenue, Suite B - Gulfport, MS 39501
PH (228) 866-6768

CONSTRUCTION DETAILS
Plantation Oak Subdivision
Phase 3
Three Rivers Rd.
Gulfport, MS

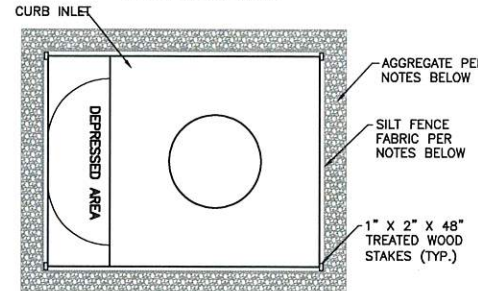
Drawn By: S.G.C.
Check By: R.B.H.
REV

Sheet No. 23-156

CONSTRUCTION DETAILS



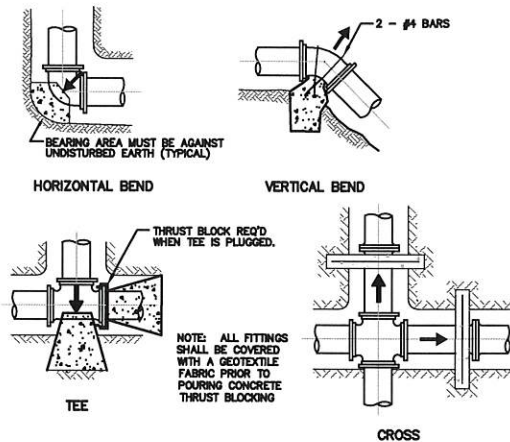
ELEVATION VIEW



PLAN VIEW

- NOTES:
1. FENCE SHALL BE 10 OUNCE PER SQUARE YARD AND SHALL BE CUT FROM A CONTINUOUS ROLL TO AVOID JOINTS
 2. STAKES SHALL BE 1" X 2" TREATED WOOD OR EQUIVALENT METAL WITH A MINIMUM LENGTH OF 3 FEET
 3. STAPLES SHALL BE OF HEAVY DUTY WIRE AT LEAST 1/2" LONG
 4. STAPLES SHALL BE SPACED AROUND PERIMETER OF THE INLET A MAXIMUM OF 3 FEET APART AND SECURELY DRIVEN INTO THE GROUND (MINIMUM OF 8")
 5. A TRENCH SHALL BE EXCAVATED APPROXIMATELY 4" WIDE AND 4" DEEP AROUND THE OUTSIDE PERIMETER OF THE STAKES
 6. THE FABRIC SHALL BE STAPLED TO THE WOODEN STAKES, AND 8" OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE HEIGHT OF THE FILTER BARRIER SHALL BE A MINIMUM OF 15" AND SHALL NOT EXCEED 18"
 7. THE TRENCH SHALL BE BACKFILLED AND THE SOIL COMPACTED OVER THE FABRIC
 8. A 6" WIDE X 4" DEEP TRENCH OF DOT NO. 1 COARSE AGGREGATE SHALL BE FILLED AGAINST THE FENCE TO BE LEVEL WITH THE THROAT AND TOP OF INLET TO PREVENT EROSION WHERE GRADE MEETS FENCE

SILT FENCE INLET SEDIMENT
FILTER FOR CURB INLET DETAIL
N.T.S.



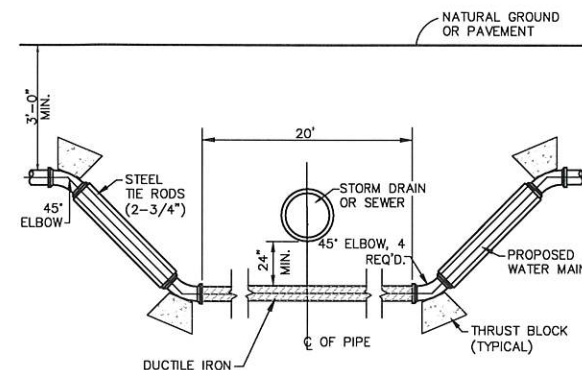
BEARING AREAS FOR THRUST BLOCKING IN SQUARE FEET						
FITTING:	4" DIA.	6" DIA.	8" DIA.	10" DIA.	12" DIA.	14" DIA.
TEES	2.0	2.5	4.7	5.0	7.0	9.0
90°	2.0	2.7	6.7	7.2	10.4	12.7
45°	1.0	1.5	3.6	3.9	5.6	6.9
22 1/2°	1.0	1.0	1.8	2.0	2.9	3.5

WATER MAIN THRUST BLOCKING		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02860	
DR. BY:	FILE: BLOCKING	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



ENGINEERING & PUBLIC WORKS DEPARTMENT
4000 TWENTH AVENUE, GULFPORT, MS 39507
TEL 228-669-9855 FAX 228-669-9852

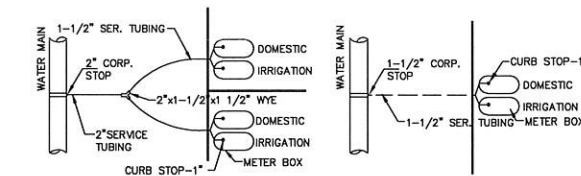


WATER MAIN ADJUSTMENT			
DATE: 5/20/15	APPR. BY: BCM	REVISION	
SCALE: N.T.S.	DR. NO.: 02860		
DR. BY:	FILE: WTRADJUST		
CITY OF GULFPORT STANDARD CONSTRUCTION DETAILS			

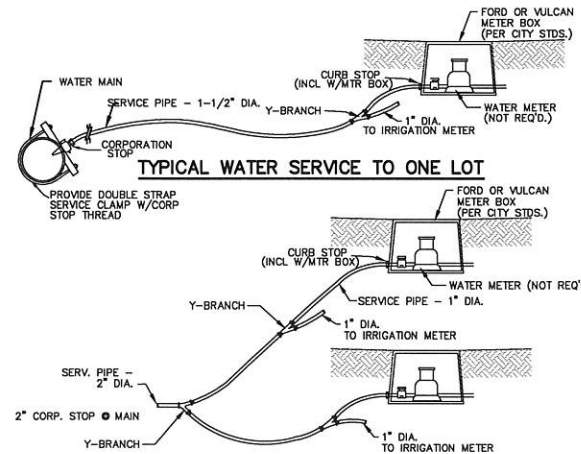


M I L P

ENGINEERING & PUBLIC WORKS DEPARTMENT
4025 JENNIE AVENUE, GULFPORT, MS 39503
TEL: 228-868-1800 FAX: 228-868-2023



PLAN-TYPICAL DOUBLE SERVICE PLAN-TYPICAL SINGLE SERVICE



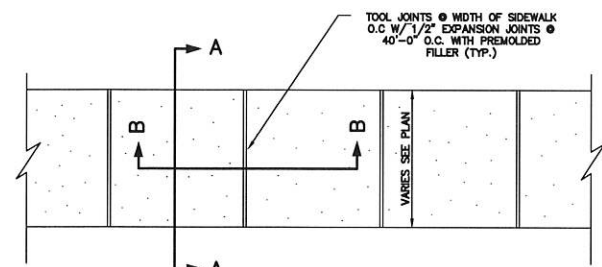
TYPICAL WATER SERVICE TO ONE LOT TYPICAL WATER SERVICE TO TWO LOTS

TYPICAL WATER SERVICES			
DATE: 6/8/23	APPR. BY: BCM	REVISION	
SCALE: N.T.S.	DR. NO.: 02861		
DR. BY:	FILE: WTRSRV		
CITY OF GULFPORT			
STANDARD CONSTRUCTION DETAILS			

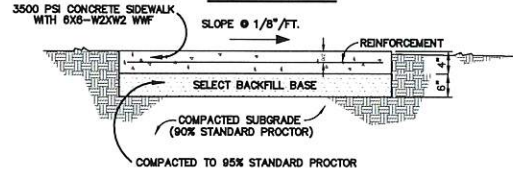


14 1 2 3 4 5 6 7

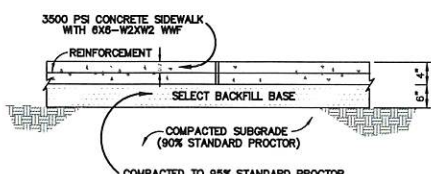
(HUNTERDON) & PEARCE, WOODS DESIGN/ART
400 HENDERSON AVENUE, GULFPORT, MS 39501
TEL. 228-898-0000 FAX. 228-898-0021



SIDEWALK PLAN

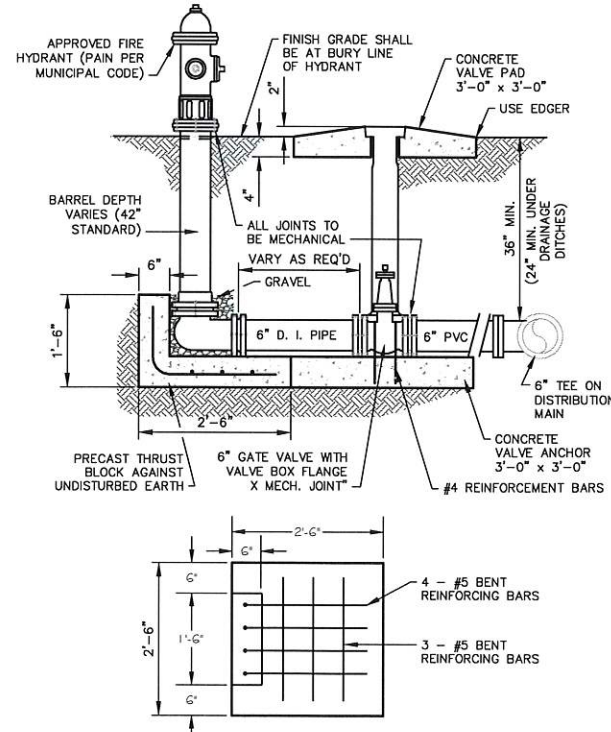


SECTION A-A



SECTION B-B

4" SIDEWALK DETAIL		
DATE: 7/29/20	APPR. BY: JRH	REVISION
SCALE: N.T.S.	DR. NO.: 02522A	
DR. BY:	FILE: SIDEWALK	
CITY OF GULFPORT STANDARD CONSTRUCTION DETAILS		



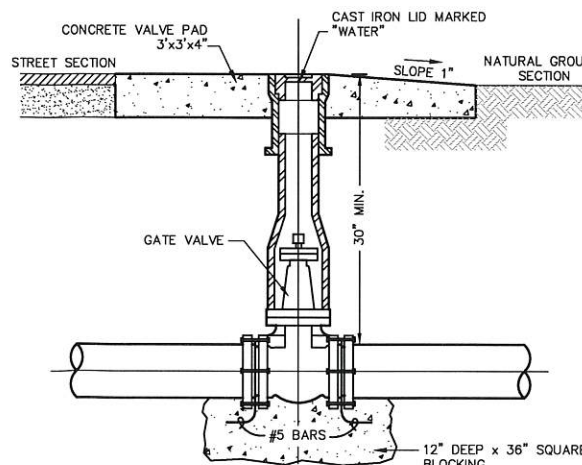
FIRE HYDRANT ASSEMBLY		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02864	
DR. BY:	FILE: FIERYHD	



M 1 2 3 4 5 6 7

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

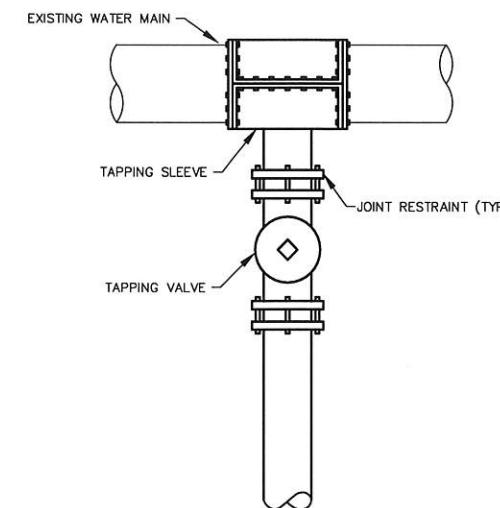
ENGINEERING AND PUBLIC WORKS DEPARTMENT
6000 SHORE AVENUE, GULFPORT, MS 39027
TEL: 228-968-9871 FAX: 228-968-9872



TYPICAL GATE VALVE ASSEMBLY			
DATE: 5/20/15	APPR. BY: BCM	REVISION	
SCALE: N.T.S.	DR. NO.: 02863		
DR. BY:	FILE: GATEVALVE		
CITY OF GULFPORT			
STANDARD CONSTRUCTION DETAILS			



ENGINEERING & PLUMBING DEPARTMENT
400 HENRY AVENUE, GULFPORT, MS 39501
TEL: 228-868-5817 FAX: 228-868-5813



TAPPING VALVE & SLEEVE DETAIL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02862	
DR. BY:	FILE: TAPVALVE	
CITY OF GULFPORT		
STANDARD CONSTRUCTION DETAILS		



4000 TUNICA AVENUE, GULFPORT, MS 395
TEL. 728-668-8851 FAX. 728-668-8852



TERRY MORAN, P.E., P.L.S.
1806 23rd Ave Suite B, Gulfport, MS 39501
P.O. Box 4073 Biloxi, MS 39235
Ph 629 896-4723

TME
TERRY MORAN
ENGINEERING & SURVEYING

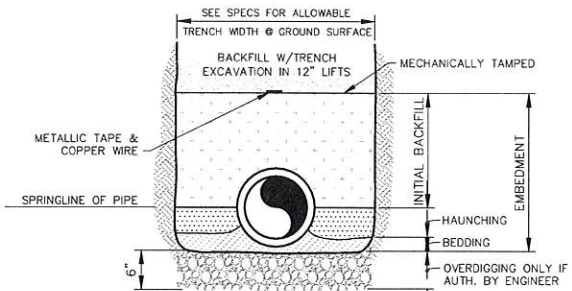


HEINRICH & ASSOCIATES
RESIDENTIAL & COMMERCIAL DESIGN
1806 23rd Avenue, Suite B - Gulfport, MS 39501
Ph (228) 986-0768

CONSTRUCTION DETAILS
Project
Plantation Oak Subdivision
Phase 3
Three Rivers Rd.
Gulfport, MS

Sheet
Date: 8-6-24
Drawn By: S.G.C.
Check By: R.B.H.
REV
CD3
Project No
23-156

CONSTRUCTION DETAILS



FOR WATER MAINS, FORCE MAINS, GRAVITY SEWERS & CULVERT PIPE

PIPE EMBEDMENT AND BACKFILL

SHOULD ENGINEER DETERMINE THAT THE NATIVE MATERIAL AT THE BOTTOM OF THE TRENCH IS NOT A SUITABLE FOUNDATION FOR THE PIPE, HE MAY AUTHORIZE OVERDIGGING THE TRENCH A DEPTH OF 6 INCHES AND REPLACE WITH A SELECT FOUNDATION MATERIAL.

GENERALLY, LOOSE MATERIAL LEFT BY THE EXCAVATOR ON THE TRENCH BOTTOM AND SOFT MATERIAL SHAVED FROM THE TRENCH EXCAVATION WILL BE ADEQUATE FOR BEDDING THE PIPE SO THAT IT IS FULLY SUPPORTED.

THE HAUNCHING MATERIAL SHALL BE NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION AND THOROUGHLY COMPACTED TO THE SPRING LINE OF THE PIPE AND EXTENDING TO THE SIDE WALLS OF THE TRENCH. A MINIMUM 85 PERCENT STANDARD PROCTOR WILL BE CONSIDERED ADEQUATE COMPACTION.

THE INITIAL BACKFILL (NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION) MAY THEN PROCEED TO A HEIGHT OF 12 INCHES ABOVE THE TOP OF THE PIPE AND MECHANICALLY TAMPED. FURTHER BACKFILL SHALL NOT PROCEED UNTIL INITIAL BACKFILL HAS BEEN OBSERVED BY ENGINEER.

SHOULD ENGINEER DETERMINE THAT THE NATIVE MATERIAL SECURED FROM THE TRENCH EXCAVATION IS NOT SUITABLE FOR EMBEDMENT, HE MAY AUTHORIZE THE USE OF A SELECT BEDDING MATERIAL.

FURTHER BACKFILL UTILIZING MATERIAL FROM TRENCH EXCAVATION MAY THEN PROCEED TO THE ORIGINAL GROUND SURFACE IN 12 INCH LIFTS COMPACTED TO ELIMINATE AIR VOIDS. IN AREAS WHERE THE GROUND SURFACE IS TO RECEIVE PAVEMENT, A MINIMUM 85 PERCENT STANDARD PROCTOR FOR EACH LIFT SHALL BE CONSIDERED ADEQUATE COMPACTION.

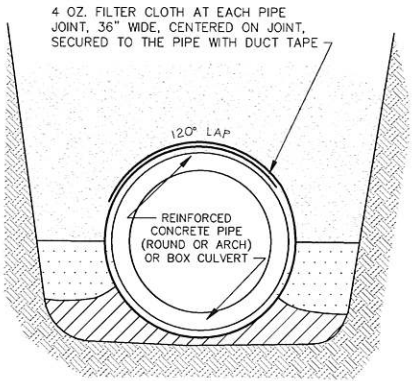
CONTRACTOR SHALL MAINTAIN TRENCH BACKFILL AT ORIGINAL GROUND SURFACE UNTIL FINAL ACCEPTANCE OF THE WORK.

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

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

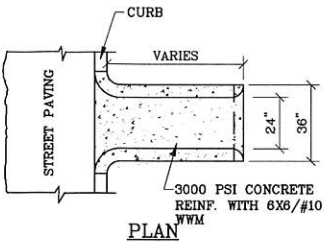
PIPE EMBEDMENT & BACKFILL		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02660	
DR. BY:	FILE: PIPEBED2	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



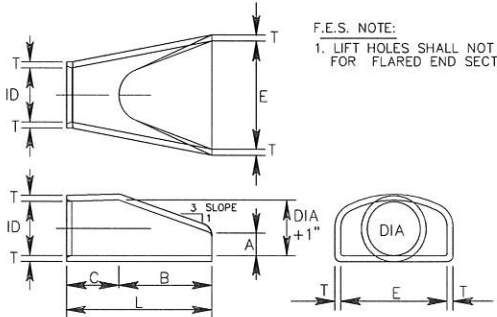
STORM DRAIN PIPE WRAP		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02722 DWG 1	
DR. BY:	FILE: PIPE WRAP	

CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS

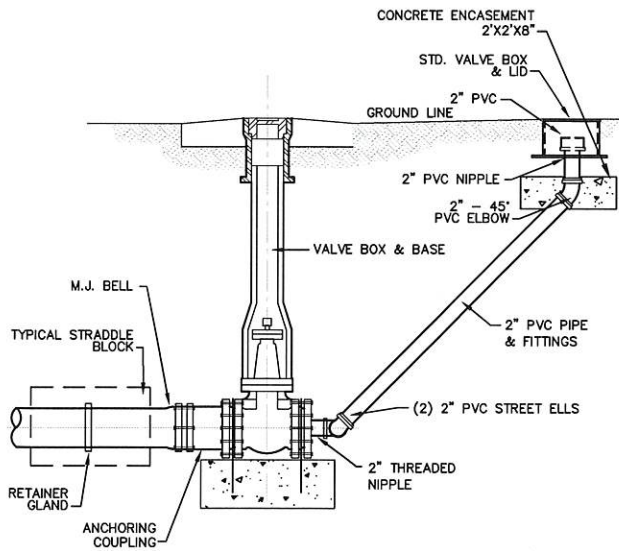


CONCRETE FLUME DETAIL
N.T.S.

ID	T (IN)	A (IN)	B (IN)	C (IN)	L (IN)	E (IN)	WT. PER F.E.S. (LB)
15"	2.25	6	27	46	73	32	1,000
18"	2.5	9	27	46	73	36	1,180
24"	3	10	44	30	74	48	1,666
30"	3.5	12	54	20	74	60	1,960
36"	4	15	63	35	98	72	4,430
42"	4.5	21	63	35	98	78	5,630
48"	5	24	72	26	98	84	6,870
54"	5.5	28	78	22	100	90	8,320
60"	6	34	78	22	100	96	10,660
66"	6.5	40	78	22	100	102	12,700
72"	7	46	78	22	100	102	14,820



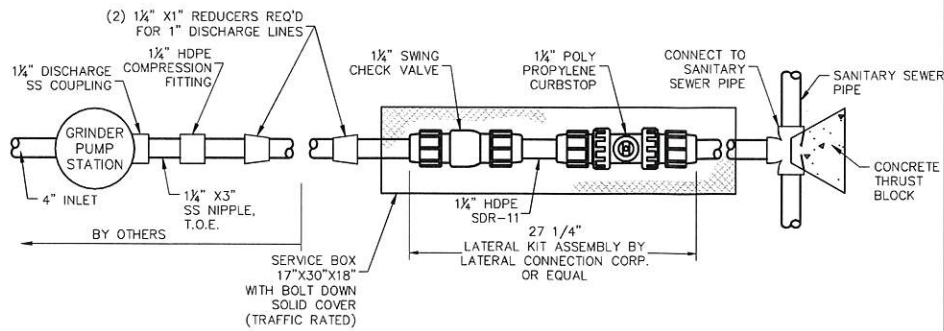
CONCRETE PIPE F.E.S.
N.T.S.



NOTE:
ON DISCHARGE SIDE OF FLUSHING ASSEMBLY, DRAINAGE SHOULD
BE PROVIDED BY DRILLING A 1/8" HOLE IN STREET ELL.

FLUSHING VALVE		
DATE: 5/20/15	APPR. BY: BCM	REVISION
SCALE: N.T.S.	DR. NO.: 02660	
DR. BY:	FILE: FLUSH	

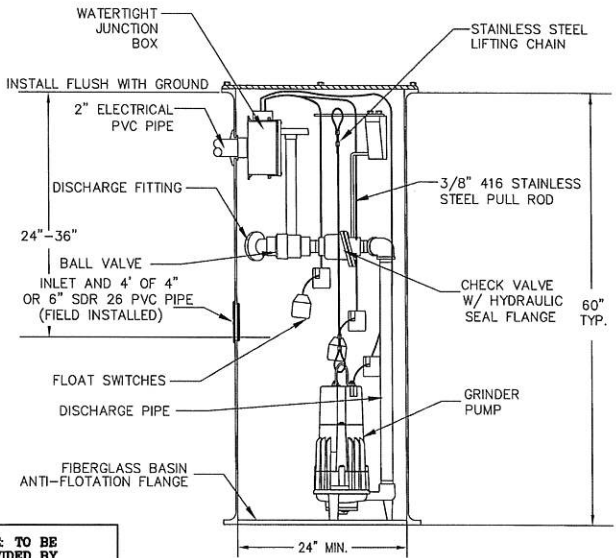
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



NOTE:

- DISCHARGE PIPE SHALL BE HDPE, SDR-11.
- TEE SHALL BE AS REQUIRED FOR 1 1/2", 2", 2 1/2", 3" AND 3 1/2" MAIN LINES. FOR MAIN LINE SIZES GREATER THAN 4" TAPPING SADDLES SHALL BE USED.
- DEPTH OF COVER FOR SERVICE LINES SHALL BE 3' MINIMUM, EXCEPT IN SERVICE BOX, MINIMUM COVER IN SERVICE BOX IS 15".
- SERVICE BOX SHALL BE LOCATED INSIDE ROAD RIGHT OF WAY, ON SAME SIDE OF THE ROAD AS THE HOUSE.
- GRINDER PUMP STATION TO BE BY OTHERS.

LOW PRESSURE SANITARY SEWER SERVICE
N.T.S.



NOTE: TO BE
PROVIDED BY
HOMEOWNERS AND
INSTALLED BY
OTHERS

SIMPLEX GRINDER PUMP STATION
N.T.S.

NOTE: CONTROL PANEL TO BE MOUNTED ON HOUSE AT LEAST 4
FEET ABOVE GROUND.

TERRY MORAN, P.E., P.L.S.
1806 23rd Ave Suite B, Gulfport, MS 39501
P.O. Box 4075 Biloxi, MS 39535
PH: (228) 896-4733

TME
TERRY MORAN
ENGINEERING & SURVEYING



HEINRICH & ASSOCIATES
RESIDENTIAL & COMMERCIAL DESIGN
1806 23rd Ave Suite B, Gulfport, MS 39501
PH: (228) 896-6766

CONSTRUCTION DETAILS
PLANTATION OAK SUBDIVISION
PHASE 3
THREE RIVERS RD.
GULFPORT, MS

Sheet
Date: 8-6-24
Drawn By: S.G.C.
Check By: R.B.H.
REV
Project No
23-156

A RESUBDIVISION OF A
18.803 ACRE PARCEL,
CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT
OF HARRISON COUNTY,
MISSISSIPPI, INTO LOTS
"A" AND "B". SAID PARCEL
BEING REFERRED TO AS
TAX PARCEL NO.
0907J-01-001.005

FLOOD ZONE NOTE:

BY GRAPHIC PLOTTING ONLY, THIS
PROPERTY IS LOCATED IN ZONE "X"
ACCORDING TO MAP NUMBER
28047C0260G, DATED JUNE 15, 2009.
THE ABOVE STATEMENT IS FOR
INFORMATION ONLY AND DOES NOT
REPRESENT THIS SURVEYOR'S OPINION OF
THE PROBABILITY OF FLOODING. THIS
SURVEYOR ASSUMES NO LIABILITY FOR THE
CORRECTNESS OF THE CITED MAP.

SCALE 1" = 150'
REFERENCE: GRID NORTH
BY GPS OBSERVATION
(DATUM=NAD 83)

REFERENCE MATERIALS:

- 1.) HARRISON COUNTY TAX MAPS
- 2.) INSTRUMENT NO. 2007-0006172-D-J1
- 3.) DEED BOOK 1493, PAGE 77
- 4.) DEED BOOK 1258, PAGE 471
- 5.) DEED BOOK 1171, PAGE 413
- 6.) INSTRUMENT NO. 2007-0011512-D-J1
- 7.) INSTRUMENT NO. 2007-0005044-D-J1
- 8.) INSTRUMENT NO. 2007-0011513-D-J1
- 9.) DEED BOOK 1120, PAGE 336
- 10.) DEED BOOK 1218, PAGE 59
- 11.) HARRISON COUNTY PROPERTY LINK
- 12.) RECORDED PLAT OF PLANTATION OAKS,
PHASE I
- 13.) INSTRUMENT NO. 2013-0008883-D-J1

PROPERTY IS
SERVICED BY CITY
OF GULFPORT
WATER AND SEWER
AT THIS TIME.

NOTES:

- 1.) FIELD SURVEY PERFORMED WITH A TOPCON GR5 GPS
RECEIVER.
- 2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON
ARE DERIVED BY GPS OBSERVATION UTILIZING THE EARL
DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SFC (2301
MS E).
- 3.) 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.
- 4.) BUILDING SETBACKS, ELEVATIONS, WETLAND
DETERMINATION AND ET CETERA TO BE PRESCRIBED BY
APPROPRIATE GOVERNING BODIES.

CLIENT: PLANTATION OAKS, LLC
DATE OF FIELD SURVEY:
10/15/2016
DRAWN BY: CAC
JOB NUMBER: 10007.dwg

PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

1/2" IRON
ROD FOUND
N: 358523.11
E: 916488.22

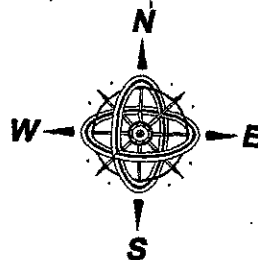
PLANTATION OAKS, PHASE I

PARCEL NO.
0907J-01-001.005

POINT OF BEGINNING,
1/2" IRON ROD SET AT THE
SOUTHWEST CORNER OF THE
NE 1/4, NW 1/4, SECTION 36
N: 357266.87
E: 916488.90

PARCEL NO.
0907J-01-001.008
PROPERTY NOW OR
FORMERLY OF WILLIAM
P. AND RHONDA V.
ROBINSON
DEED BOOK 1258,
PAGE 471

PARCEL NO. 0907J-01-009.000
PROPERTY NOW OR FORMERLY OF
ROBERT A. AND ANNETTE T. FERTITTA
DEED BOOK 1171, PAGE 413



LEGEND:

- IRON ROD FOUND
- IRON PIPE FOUND
- IRON ROD SET
- SPIKE FOUND
- SPIKE SET
- CONCRETE MONUMENT FOUND
- CONCRETE MONUMENT SET
- UPHOLDED KNOT FOUND
- AS PER SURVEY
- AS PER RECORD
- AS PER PLAT
- IRON ROD FOUND
- IRON ROD SET

**MINIMUM BUILDING
SETBACKS:**

THIS PARCEL OF LAND IS LOCATED IN A ZONE
R-1-15, SINGLE FAMILY RESIDENCE DISTRICT AS
PER CITY OF GULFPORT ONLINE ATLAS.

FRONT YARD - 25 FEET
SIDE YARD - 15 FEET
REAR YARD - 15 FEET

I, CLIFFORD A. CROSBY, PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT
THE FOREGOING PLAT AND DESCRIPTIONS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT
ALL MONUMENTS SHOWN ON THIS SURVEY ACTUALLY EXIST AS LOCATED AND THAT ALL DIMENSIONAL AND OTHER DATA
SHOWN ARE CORRECT. I ALSO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN
ACCORDANCE WITH "MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI".

WITNESS MY SIGNATURE AND SEAL THIS 31 DAY OF OCT., 2016.

CLIFFORD A. CROSBY, PLS NO. 2539



**GPS OBSERVATION
NOTE**

DATE OF FIELD WORK: 10/15/2016
TOPCON GR-5 RECEIVER WAS
USED FOR GPS OBSERVATION,
UTILIZING THE EARL DUDLEY, INC.
REAL-TIME NETWORK

A RESUBDIVISION OF A
18.803 ACRE PARCEL,
CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT
OF HARRISON COUNTY,
MISSISSIPPI, INTO LOTS
"A" AND "B". SAID PARCEL
BEING REFERRED TO AS
TAX PARCEL NO.
0907J-01-001.005

FLOOD ZONE NOTE:

BY GRAPHIC PLOTTING ONLY, THIS
PROPERTY IS LOCATED IN ZONE "X"
ACCORDING TO MAP NUMBER
28047C0260G, DATED JUNE 16, 2009.
THE ABOVE STATEMENT IS FOR
INFORMATION ONLY AND DOES NOT
REPRESENT THIS SURVEYOR'S OPINION OF
THE PROBABILITY OF FLOODING. THIS
SURVEYOR ASSUMES NO LIABILITY FOR THE
CORRECTNESS OF THE CITED MAP.

SCALE 1" = 150'
REFERENCE: GRID NORTH
BY GPS OBSERVATION
(DATUM=NAD 83)

REFERENCE MATERIALS:

- 1.) HARRISON COUNTY TAX MAPS
- 2.) INSTRUMENT NO. 2007-0006172-DJ1
- 3.) DEED BOOK 1493, PAGE 77
- 4.) DEED BOOK 1258, PAGE 471
- 5.) DEED BOOK 1171, PAGE 413
- 6.) INSTRUMENT NO. 2007-0011512-DJ1
- 7.) INSTRUMENT NO. 2007-0005044-DJ1
- 8.) INSTRUMENT NO. 2007-0011513-DJ1
- 9.) DEED BOOK 1120, PAGE 356
- 10.) DEED BOOK 1218, PAGE 59
- 11.) HARRISON COUNTY PROPERTY LINK
- 12.) RECORDED PLAT OF PLANTATION OAKS,
PHASE I
- 13.) INSTRUMENT NO. 2013-0008883-DJ1

PROPERTY IS
SERVICED BY CITY
OF GULFPORT
WATER AND SEWER
AT THIS TIME.

PARCEL
NO. 0907J-01-001.008

POINT OF BEGINNING, LOT "B",
1/2" IRON ROD SET AT THE
SOUTHWEST CORNER OF THE
NE 1/4, NW 1/4, SECTION 36
N: 357266.87
E: 916488.90

PARCEL NO. 0907J-01-001.008
PROPERTY NOW OR
FORMERLY OF WILLIAM
P. AND RHONDA V.
ROBINSON
DEED BOOK 1258,
PAGE 471

PARCEL NO. 0907J-01-009.000
PROPERTY NOW OR FORMERLY OF
ROBERT A. AND ANNETTE T. FERTITTA
DEED BOOK 1171, PAGE 413

NOTES:

- 1.) FIELD SURVEY PERFORMED WITH A TOPCON GR5 GPS
RECEIVER.
- 2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON
ARE DERIVED BY GPS OBSERVATION UTILIZING THE EARL
DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301
M5 15).
- 3.) 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.
- 4.) BUILDING SETBACKS, ELEVATIONS, WETLAND
DETERMINATION AND ET CETERA TO BE PRESCRIBED BY
APPROPRIATE GOVERNING BODIES.

CLIENT: PLANTATION OAKS, LLC
DATE OF FIELD SURVEY:
10/15/2016
DRAWN BY: CAC
JOB NUMBER: 10007.dwg

PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

I, CLIFFORD A. CROSBY, PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT
THE FOREGOING PLAT AND DESCRIPTIONS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT
ALL MONUMENTS SHOWN ON THIS SURVEY ACTUALLY EXIST AS LOCATED AND THAT ALL DIMENSIONAL AND OTHER DATA
SHOWN ARE CORRECT. I ALSO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN
ACCORDANCE WITH "MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI".

WITNESS MY SIGNATURE AND SEAL THIS 3rd DAY OF MARCH, 2017.

CLIFFORD A. CROSBY, MS PLS NO. 2539

LEGEND:

- IRON ROD FOUND
- IRON PIPE FOUND
- IRON ROD SET
- SPIKE FOUND
- SPIKE SET
- CONCRETE MONUMENT FOUND
- CONCRETE MONUMENT SET
- LIGHTED KNOT FOUND
- LIGHTED KNOT SET
- AS PER SURVEY
- AS PER RECORD
- AS PER PLAT
- IRON ROD FOUND
- IRON ROD SET

MINIMUM BUILDING SETBACKS:

THIS PARCEL OF LAND IS LOCATED IN A ZONE
R-1-15, SINGLE FAMILY RESIDENCE DISTRICT AS
PER CITY OF GULFPORT ONLINE ATLAS.

FRONT YARD - 25 FEET
SIDE YARD - 15 FEET
REAR YARD - 15 FEET

GPS OBSERVATION NOTE

DATE OF FIELD WORK: 10/15/2016
TOPCON GR5 RECEIVER WAS
USED FOR GPS OBSERVATION,
UTILIZING THE EARL DUDLEY, INC.
REAL-TIME NETWORK

SHEET 2 OF 4

A RESUBDIVISION OF A
18.803 ACRE PARCEL,
CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT
OF HARRISON COUNTY,
MISSISSIPPI, INTO LOTS
"A" AND "B". SAID PARCEL
BEING REFERRED TO AS
TAX PARCEL NO.
0907J-01-001.005

NOTE:

PROPERTY IS
SERVICED BY CITY
OF GULFPORT
WATER AND SEWER
AT THIS TIME.

**GPS OBSERVATION
NOTE**

DATE OF FIELD WORK: 10/15/2016
TOPCON GR-5 RECEIVER WAS
USED FOR GPS OBSERVATION,
UTILIZING THE EARL DUDLEY, INC.
REAL-TIME NETWORK

BOUNDARY NOTE:

BOUNDARY SURVEYS ARE BASED UPON
THE RECORDED SUBDIVISION PLAT IN
CASES OF REGULAR SUBDIVISIONS LOTS.
BOUNDARY SURVEYS OF PROPERTIES NOT
A PART OF A REGULAR SUBDIVISION ARE
BASED UPON TITLE INFORMATION PROVIDED
BY THE PARTY REQUESTING THE SURVEY.
BOUNDARY SURVEY PLATS REFLECT
INFORMATION DISCOVERED BY THE
SURVEYOR IN THE NORMAL COURSE OF
WORK AND DOES NOT NECESSARILY SHOW
EVERY POSSIBLE CONDITION AFFECTING THE
PROPERTY. EASEMENTS, SERVITUDES,
BUILDING ORDINANCES, ZONING, AND
OTHER LEGAL ENCUMBERMENTS MAY EXIST.
CONSULT A TITLE ATTORNEY IF YOU WISH
TO DISCOVER ALL THE LEGAL
ENCUMBERMENTS ATTACHED TO ANY
PROPERTY.

CLIENT: PLANTATION OAKS, LLC
DATE OF FIELD SURVEY:
10/15/2016
DRAWN BY: CAC
JOB NUMBER: 10007.dwg

PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

GENERAL NOTES:

1.) THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED
BY CLIENT, WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.

2.) THIS PROPERTY IS LOCATED IN F.L.R.M. ZONE "X"
ACCORDING TO MAP NUMBER 28047C0260C
DATED JUNE 16, 2009.

3.) BEARINGS SHOWN HEREON ARE DERIVED BY:
GRID NORTH BY GPS OBSERVATION. ALL LINES RELATIVE TO.

4.) THIS SURVEY MEETS MISSISSIPPI MINIMUM REQUIREMENTS FOR
A CLASS "B" SURVEY.

5.) THIS SURVEY AND PLAT WERE PREPARED ONLY FOR THE
CLIENT NAMED HEREON AND NO THIRD PARTY CERTIFICATION IS
EXPRESSED OR IMPLIED.

6.) A COPY OF THIS PLAT IS VALID ONLY IF IT IS COMPLETE
AND INTACT, HAS AN ORIGINAL SIGNATURE AND DATE, AND HAS
THE ORIGINAL EMBOSSED OR COLORED (NOT BLACK) STAMPED
SURVEYOR'S SEAL.

RECORD DESCRIPTION, INSTRUMENT NO. 2013-0008883-D-J1

A parcel of land situated in the Northeast One-fourth of the Northwest One-fourth (NE 1/4 of NW 1/4), Section 36, Township 6 South, Range 11 West, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

For a point of beginning commence at the Southwest corner of the NE 1/4 of the NW 1/4 of said Section 36, and thence run North 00 degrees 07 minutes 54 seconds West a distance of 621.09 feet to a point; thence run North 89 degrees 50 minutes 35 seconds East a distance of 652.54 feet to a point; thence run South 00 degrees 43 minutes 37 seconds East a distance of 621.35 feet to a point situated on the North margin of Lundy Road; thence run South 89 degrees 51 minutes 56 seconds West along the North margin of said road a distance of 651.96 feet to the point of beginning. Said parcel contains 9.3 acres, more or less.

AND ALSO:

A parcel of land situated in the Northeast One-fourth of the Northwest One-fourth (NE 1/4 of NW 1/4), Section 36, Township 6 South, Range 11 West, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

For a point of beginning commence at the Southwest corner of the NE 1/4 of the NW 1/4 of said Section 36, and thence run North 00 degrees 07 minutes 54 seconds West a distance of 621.09 feet to the Point of Beginning; thence from said Point of Beginning run North 00 degrees 07 minutes 54 seconds West a distance of 621.10 feet to a point situated on the South margin of Three Rivers Road; thence run North 89 degrees 49 minutes 15 seconds East along the South margin of said road a distance of 653.14 feet to a point; thence run South 00 degrees 43 minutes 37 seconds East a distance of 621.34 feet to a point; thence run South 89 degrees 50 minutes 35 seconds West a distance of 652.54 feet to the Point of Beginning. Said parcel contains 9.3 acres, more or less.

**LEGAL DESCRIPTIONS OF LOTS CREATED BY THIS SUBDIVISION:
LEGAL DESCRIPTION: LOT "A", AS PER SURVEY DIMENSIONS**

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT AN IRON ROD AT THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, THENCE ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, N00°01'51"W 506.75' TO THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID WEST LINE, N00°01'51"W 749.49' TO AN IRON ROD FOUND ON THE SOUTH MARGIN OF THREE RIVERS ROAD; THENCE ALONG SAID SOUTH MARGIN OF THREE RIVERS ROAD, N89°46'29"E 653.14' TO AN IRON ROD; THENCE S00°01'25"W 194.32'; THENCE S38°07'08"W 708.93'; THENCE WEST 215.03' TO THE POINT OF BEGINNING, CONTAINING 8.451 ACRES.

LEGAL DESCRIPTION: LOT "B", AS PER SURVEY DIMENSIONS

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT AN IRON ROD AT THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, THENCE ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, N00°01'51"W 506.75'; THENCE EAST 215.03'; THENCE N38°07'08"E 708.93' TO THE EAST LINE OF PROPERTY OF PLANTATION OAKS, LLC; THENCE ALONG SAID EAST LINE, S00°01'25"W 1059.75' TO AN IRON PIPE FOUND ON THE NORTH MARGIN OF LUNDY ROAD; THENCE ALONG SAID NORTH MARGIN OF LUNDY ROAD, S89°35'00"W 651.96' TO THE POINT OF BEGINNING, CONTAINING 10.352 ACRES. BEING SUBJECT TO A 30 FEET WIDE ACCESS AND UTILITY EASEMENT ACROSS THE WEST 30 FEET OF HEREIN DESCRIBED PROPERTY.

CERTIFICATE OF RESUBDIVISION

IN ACCORDANCE WITH SECTION 9-48 OF THE CODE OF ORDINANCE (SUBDIVISION REGULATIONS) OF THE CITY OF GULFPORT AS AMENDED, IT IS HEREBY CERTIFIED THAT THE GULFPORT CITY PLANNING COMMISSION CHAIRMAN AND GULFPORT CITY COUNCIL HAVE REVIEWED AND APPROVED THIS FINAL PLAT FOR THE RESUBDIVISION OF TAX PARCEL #0907J-01-001.005, SECTION 36, TOWNSHIP 6 SOUTH, RANGE 11 WEST, BEING A 18.803 ACRE PARCEL. THE SUBJECT PROPERTY IS GENERALLY DESCRIBED AS BEING LOCATED ON SOUTH SIDE OF THREE RIVERS ROAD AND ON THE NORTH SIDE OF LUNDY ROAD. THE AD VALOREM TAX PARCEL NUMBER OF THE SUBJECT PROPERTY IS

0907J-01-001.005

THE CASE FILE NUMBER IS 1612 PC/169.

OWNER'S DEDICATION

THIS IS TO CERTIFY THAT PLANTATION OAKS, LLC IS THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT, DECLARE THIS TO BE A CORRECT PLAT.

WITNESS MY SIGNATURE ON THIS 31ST DAY OF October, 2016.

PLANTATION OAKS, LLC

BY: Richard Baudry
RICHARD BAUDRY, MANAGING MEMBER

THE APPLICANT HEREBY COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF GULFPORT, ITS AGENTS, SERVANTS, AND OR EMPLOYEES AGAINST ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION OF WHATEVER NATURE WHICH MAY ARISE AS A RESULT OF THE ACTION OF THE PLANNING COMMISSION, ITS AGENTS, AND/OR EMPLOYEES CONCERNING THE PETITION FOR RESUBDIVISION OF THE REAL PROPERTY DESCRIBED HEREIN.

RATIFIED AND APPROVED BY:
PLANTATION OAKS, LLC

Richard Baudry
RICHARD BAUDRY, MANAGING MEMBER

THIS 31ST DAY OF October, 2016.

ACKNOWLEDGEMENT

BEFORE ME, THE UNDERSIGNED, AUTHORIZED IN AND FOR THE STATE OF MISSISSIPPI, COUNTY OF HARRISON COUNTY, PERSONALLY APPEARED THE AFORENAMED RICHARD BAUDRY, MANAGING MEMBER OF PLANTATION OAKS, LLC, WHO ACKNOWLEDGED THAT HE ACCEPTED THIS PLAT AND EXECUTED THE FOREGOING CERTIFICATE AND DEDICATION FOR THE PURPOSE THEREIN SET FORTH.

Jasmine Dawn Coleman
NOTARY PUBLIC

MY COMMISSION EXPIRES: May 8, 2018

PLANNING COMMISSION

SUBMITTED TO AND APPROVED BY THE GULFPORT CITY PLANNING COMMISSION ON THE 26 DAY OF January, 2016.

BY: Keith A. Wilson
PLANNING COMMISSION CHAIRMAN

Keith A. Wilson
PRINT NAME

DATED: 1-26-17

BY: Morgan S. IL
PLANNING ADMINISTRATOR

Gregory Z. Ik
PRINT NAME

DATED: 1-30-17

APPROVAL

SUBMITTED TO AND APPROVED BY THE CITY OF GULFPORT, CITY COUNCIL, AT THE REGULAR

MEETING OF SAID COUNCIL HELD ON THE 17th DAY OF March, 2016.

ATTEST:

Brenda S. Cole
CLERK OF COUNCIL

ADOPT

RUSTY WALKER

PRESIDENT, FC "RUSTY" WALKER, IV

THIS RESUBDIVISION PLAT AND CERTIFICATE OF RESUBDIVISION, HAVING BEEN SUBMITTED AND

APPROVED BY THE MAYOR, THIS 8th DAY OF March, 2016.

Billy Hewes
BILLY HEWES, MAYOR

CITY OF GULFPORT
CLIENT: PLANTATION OAKS, LLC
DATE OF FIELD SURVEY:
10/15/2016
DRAWN BY: CAC
JOB NUMBER: 10007.dwg
PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

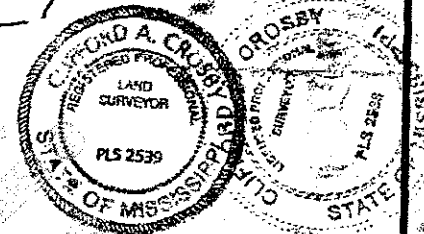
A RESUBDIVISION OF A
18.803 ACRE PARCEL,
CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT
OF HARRISON COUNTY,
MISSISSIPPI, INTO LOTS
"A" AND "B". SAID PARCEL
BEING REFERRED TO AS
TAX PARCEL NO.
0907J-01-001.005

SURVEYOR'S CERTIFICATE

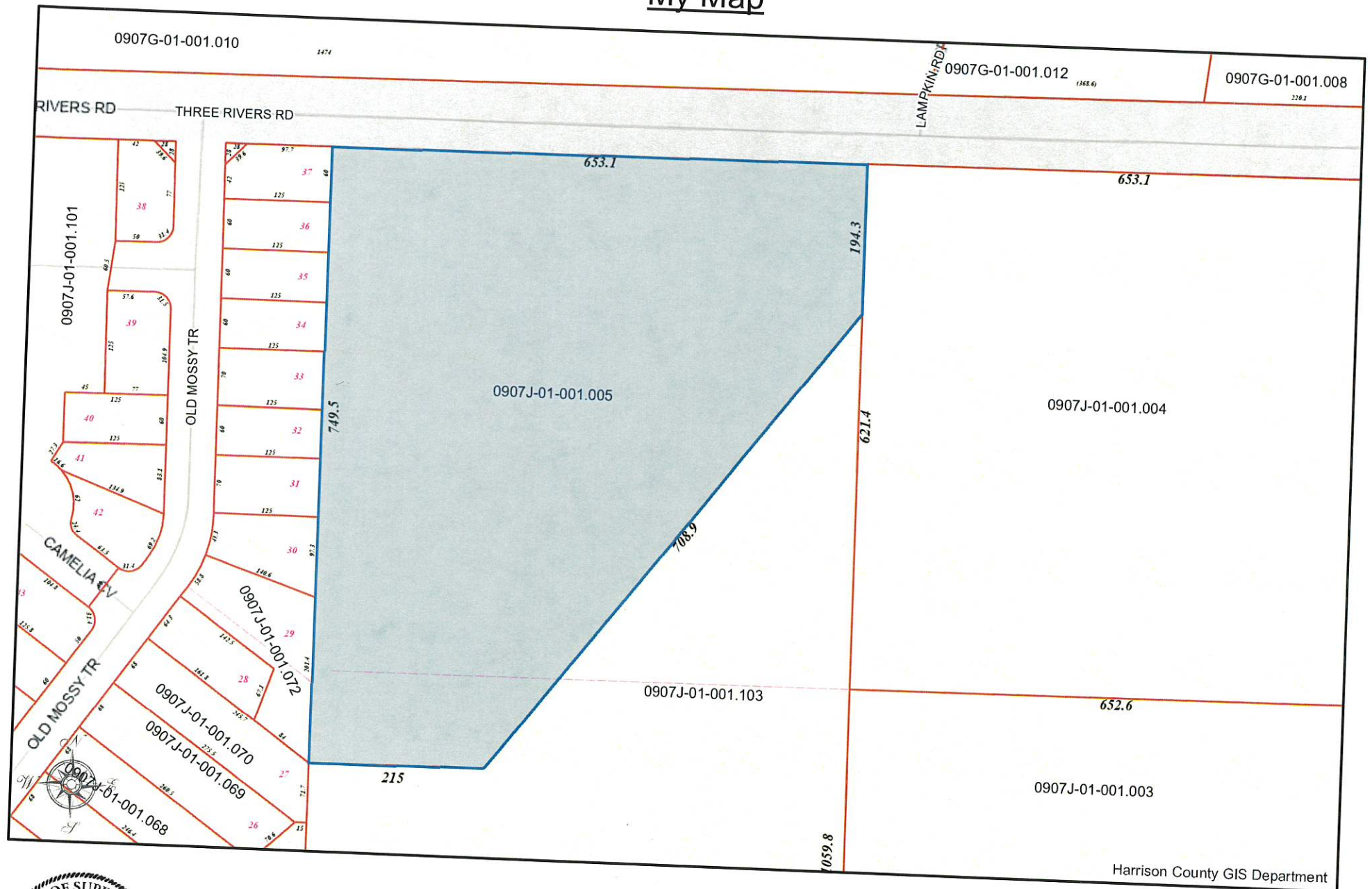
I, CLIFFORD A. CROSBY, PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTIONS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT ALL MONUMENTS SHOWN ON THIS SURVEY ACTUALLY EXIST AS LOCATED AND THAT ALL DIMENSIONAL AND OTHER DATA SHOWN ARE CORRECT. I ALSO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI".

WITNESS MY SIGNATURE AND SEAL THIS 31 DAY OF Oct., 2016.

Clifford A. Crosby
CLIFFORD A. CROSBY, MS PLS 2539



My Map



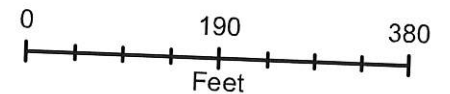
Harrison County GIS Department



HARRISON COUNTY, MISSISSIPPI

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

MAP DATE: August 6, 2024



**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
PLANTATION OAKS SUBDIVISION, PHASE III
CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI**

This Declaration of Covenants, Conditions and Restrictions is made on the ___ day of _____, 2024, A.D., by Plantation Oaks, LLC, (hereinafter call "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in City of Gulfport, Mississippi, more particularly described on Exhibit "A" attached hereto; and

WHEREAS, Declarant desired to create and develop thereon a residential community with designated common areas for the benefit of the community, (hereinafter referred to as the "Property"); and

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

1. RESIDENTIAL: All lots in Plantation Oaks Subdivision, Phase III as shown on the official map or plat thereof on file in the office of the Chancery Clerk of Harrison County, Mississippi, shall be known, used, and described as one-story and two-story residential lots.

2. MINIMUM SQUARE FOOTAGE: No residence, built, placed or maintained on any lot, shall contain less than one thousand four hundred fifty (1,350) square feet of living heated floor space, exclusive of porches, terraces, garages, patios and courts, unless otherwise approved by Architectural Review Committee.

3. LOT SIZE: No residence shall be constructed in the subdivision on a less quantity of ground than the whole of one entire lot, as shown by the official plat of said subdivision.

4. SETBACKS: For any and all residences constructed, erected, placed and maintained on each and every lot located in the subdivision the Architectural Review Committee shall establish the location, position and placing of the residence on the lot. All construction shall be in compliance with the city zoning requirement.

5. REQUIREMENTS FOR DWELLING: In addition to all approvals required pursuant to Paragraph 9 herein, no residence shall be constructed, built or placed on any lot in the subdivision unless the Architectural Review Committee has approved the exterior appearances and color of the residence, including, but not limited to, style and color of roofing shingle, roof pitch, color of all exterior walls and brick, surfaces and material of all exterior walls, the material composition and the location of all driveways and sidewalks; trim and exterior wall surface paint colors, stucco colors, composition of exposed exterior steps; location and appearance of drainage culverts and retaining walls, all landscaping, exterior lighting, location and material for all mailboxes and mailbox posts; and location and material types for all fences. The Architectural Review Committee established herein shall establish and publish

approved building materials, colors and specifications for all exterior materials and colors. All garages shall be rear facing.

6. **CREATION, MEMBERSHIP AND VOTING RIGHT IN THE ASSOCIATION:** Declarant will as its discretion relinquish responsibility for maintenance of common area and cause to be formed a non-profit corporation called River Place Subdivision Homeowners Association as hereafter set forth:

Section 1. Creation: All owners of records, as that term is herein defined, shall be a member of the Plantation Oaks Subdivision, Phase III Home Association (hereinafter "Association"). Said Association shall be governed by three (3) directors, who serve for a term of three (3) years, and who are elected by the owners of record. The Board of Directors shall perform the duties and responsibilities as set for herein, in addition to any other duties and owners which said Association members shall determine as set for in the By Laws of the Association.

Section 2. Membership: The members of the Association shall be and consist of each and all of the following, to-wit:

(a) Every person who is, or who hereafter becomes, an owner of record of the fee title to a Lot. The expression "owner of record of the fee title to a Lot" shall include a contract seller of any such Lot but shall not include any person who owns such title solely as security for the performance of an obligation of payment of a debt.

(b) The Association shall have two classes of voting membership:

Class A: Class A members shall be all members with exception of Declarant. Class A members shall be entitled to one vote for each Lot owned. When more than one person or entity holds an interest or interests in any Lot, all such persons or entities shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B: Class B member(s) shall be the Declarant. The Class B member(s) shall be entitled to four (4) votes for each Lot owned except as restricted under Section 3 hereof. When the total votes outstanding in the Class A membership equals the votes outstanding in the Class B membership, then the Class B membership shall cease and be converted into Class A membership.

Section 3. Voting Rights: Each member shall have one vote in the election of each officer of the Association. For all other purposes, the voting rights of the members shall be by class of membership, and shall be as flows, to-wit:

(a) Class A Members: Each person, other than person herein defined as "Declarant", who is or who hereafter becomes the Owner of a Lot shall be a Class A member of the Association. Class A members shall be entitled to one vote for each Lot owned.

(b) Class B Members: Each of the persons herein defined as "Declarant", and the nominee or nominees, in any, of each such person, shall be Class B members of the Association. Class B members shall be entitled to four (4) votes for each Lot owned.

Section 4. Memberships Appurtenant to Real Propriety: In every case, the membership of both Class A and Class B members shall be an appurtenant to the ownership of a Lot. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered,

conveyed or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance, or alienation of the Lot to which the membership is appurtenant.

7. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS:

(a) Creation of the Lien and Personal Obligation of Assessments: The Declarant or developer of each lot owned within the property, hereby covenants, and each owner of each lot by acceptance of a deed therefore whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected for and as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner for such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Both annual and special assessments must be fixed at a rate for all lots and may be elected monthly. Class B Members shall be exempted from assessments on lots Declarant owns until eighty (80%) of lots are sold, thereafter, Declarant shall be responsible for payment of assessments according to the terms of this paragraph.

(b) Payments and purpose of Assessments: Each person, group of persons, corporation partnership, trust or other legal entity, or any combination thereof, who becomes a record owner of the lot, where or not it shall be so expressed in the act of sale, contract to sell or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, a monthly sum (herein elsewhere sometimes referred to as "assessments" or "carrying charges") equal to one-twelfth ($1/12^{\text{th}}$) of the members proportionate share of the sum required but the Association as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to the following:

- (i) The cost of all operating expenses of the common areas and including charges by the Association for services furnished by it;
- (ii) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any;
- (iii) The cost of general or comprehensive public liability insurance on the common areas and the cost of such other insurance as the Association may effect;
- (iv) The cost of maintenance, replacing, repairing and landscaping the common areas of Montague Place without limitation.
- (v) The cost of funding all reserves established by the Association, including, when appropriate a general operating reserve and/or a reserve for replacements.

The Board of Directors shall determine the amount of the assessment annually. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semi-annual basis rather than on the monthly basis hereinabove provided for. Any Class A member may prepay one or more installments of any annual assessment levied by the Association, without premium or penalty.

The Board of Directors of the Association shall make reasonable efforts to fix the amount of the assessment against each lot for each assessment period at least thirty (30) days in

advance of such date or period and shall, at that time, prepare a roster of the lots and assessments applicable thereto which shall be kept in the office of the Secretary of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the members. The omission of the Board of Directors, before the expiration of any assessment period, to fix assessments hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessments or carrying charges by a waiver or the use of enjoyment of any of the common areas or by abandonment of any lot belonging to him.

(c) Non-payment assessment: Any assessment levied pursuant to this Act of Dedication, or any installment thereof, which is not paid on the date when due shall be delinquent. The personal obligation of the member, to pay such assessment shall remain his personal obligation and a suit to recover a money judgment for nonpayment of any assessment levied pursuant to this Act of Dedication, or any installment thereof, may be maintained by the Association.

Any assessment levied pursuant to this Act of Dedication or any installment thereof, which is not paid within thirty (30) days after it is due, shall bear interest at the rate or eight percent (8%) per annum.

The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property provide, however, that the Association shall not be required to pursue either remedy and that all decision are within the sole discretion to the Association. No owner may waive or otherwise escape the liability for the assessments provide for herein by non-use of the Common Areas or by abandonment of his lot. The Association shall notify the holder of the first mortgage on any lot for which any assessment of the Act of Dedication becomes delinquent for a period in excess of sixty (60) days and in any other case where the owner of such lot is in default with respect to the performance of any other obligation hereunder for a period of sixty (60) days but any failure to give such notice shall not affect the validity of any assessment levied or to be levied pursuant to this Act of Dedication.

The Board of Directors may post a list of members who are delinquent in the payment of any assessment or other fees which may be due the Association, including any installment thereof which becomes delinquent in any prominent location within the community.

(d) Assessment Certificates: The Association shall upon demand at any time furnish to any member liable for any assessment levied pursuant to this Act of Dedication (or any third party legitimately interested in the same) as certificate in writing signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificates shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge shall not exceed Twenty Dollars (\$20.00) and may be levied in advance by the Association for each certificate delivered.

(e) Subordination of the Lien to Mortgages: The lien of the assessments provided for erring shall be subordinated to the lien of any recorded first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or trade of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to the payment which becomes due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

8. ARCHITECTURAL REVIEW COMMITTEE: There shall be an Architectural Review Committee composed of the Declarant and/or the heirs, successors, assigns or other entities appointed by the Declarant.

9. INSURANCE:

(a) Each owner shall keep his residence insured at all times for its full replacement value against loss due to fire, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke and any other hazards that may be covered under standard extended coverage provisions, and shall furnish the Association proof of such coverage. In every case of a loss due to these hazards, each owner shall promptly repair or rebuild his lot from the insurance proceeds. Repair or reconstruction of the improvements as used herein shall mean restoring the improvements to substantially the same condition which existed prior to the damage. Each owner's fire insurance policy shall contain a waiver of subrogation clause; and each owner shall furnish the Association with a copy of his policy. Each owner does, by his acceptance of a deed, irrevocably constitute and appoint the Association his true and lawful attorney, in his name, place and stead for the purpose of accomplishing a repair or reconstruction or the improvements in the event the owner fails or refuses to carry out any of the provisions contained herein. If insurance proceeds are insufficient to cover the cost of the reconstruction, the Association may pay the excess and the cost thereof shall become a part of the assessment to which lot is subject.

(b) Each owner shall be responsible at his own expense and cost for his own personal insurance on the contents of his own residence, carport, or parking space, including decorations, furnishings and personal property therein, and his personal property stored elsewhere on the property; and for his personal liability not covered by liability insurance for all owners obtained as a part of the common expense.

10. ANTENNAS: No television or other electronic receiving or transmitting device shall be located or placed in or upon any parcel with the exception of such devices as shall be fully contained and enclosed with a dwelling located upon a particular parcel. Without limiting the general provisions hereof, this provision is specifically intended to prohibit the installation of what are commonly referred to as "Satellite Dishes" and any shortwave or other transmitting devices which interfere with the television or other electronic receptions of the neighbors. Each property shall provide a screened area to serve as a service yard in which garbage receptacle, fuel tanks, or other similar storage receptacle, electric and gas meters, air conditioning equipment, clothes lines, and other unsightly objects must be placed or stored in order to conceal them from the view of the road and adjacent properties.

11. FENCES: No fences shall be erected in the subdivision without prior approval of the Architectural Review Committee

12. PETS: No animals, livestock, poultry of any kind shall be raised, bred, kept, staked or pastured on any lot or in the common areas, except dogs, cats, birds, or other household pets, which shall be kept and maintained in accordance with the rules and regulations adopted from time to time by the Board of Directors. No pets are to be allowed to roam freely within the subdivision.

13. SIGNS: Except as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be maintained or permitted within the window, on the exterior of any window, or any portion of the property by anyone, including, but not limited to, the property owner, realtor, contractor, or subcontractor, without the express written permission of the Architectural Review Committee. The approval of any signs and posters without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the Architectural Review Committee and may be arbitrarily withheld. If any such sign or advertising device is approved, it shall only contain one name, and/or one number, not exceeding one hundred twenty (120) square inches, and if for sale purposes, such sign shall not exceed six (6) feet in area, and shall be subject to the right of the Architectural Review Committee to restrict color and content.

14. OTHER BUILDINGS AND VEHICLES: No tent, trailer, barn or any similar outbuilding or structure shall be placed on any lot or on any other areas at any time, either temporarily or permanently, without prior approval from the Architectural Review Committee. No mobile home, tractor, boats, trailer or RV vehicle shall be placed on any lot or on subdivision streets, either temporarily or permanently. Each owner shall provide for parking for at least two (2) automobiles per owner for each dwelling owned or maintained by such owner.

15. VARIANCES: The undersigned Declarant reserves the right to make minor changes or alterations in these Restriction and Covenants and to waive minor violations of the same. No private or public nuisance may be created or maintained upon any of any said lots. All construction taking place upon subject property shall be completed within seven (7) months from starting date.

16. ENFORCEMENT: If the owner or claimant of any of said lots shall violate or attempt to violate any of the conditions, restrictions or covenants herein contain, then in such event any other person or persons owning any other of said lots or portion thereof or interest therein may institute and prosecute any appropriate proceeding or proceedings either at law or equity for the purposes of enjoining any such violation or attempted violation and/or damages therefore, but there shall be no forfeiture or reversion of title because of any such violation or attempted violation of any said Condition, Restriction or Covenants.

17. SEVERABILITY: If one or more of the Conditions, Covenants or Restrictions herein contained shall be held by any court of competent jurisdiction to be invalid for any reason, any such holding shall not affect the validity and effectiveness of the other Conditions, Covenants, and Restrictions herein contained.

18. TERM: The Restrictive Covenants shall run with the land and the title thereto and shall be binding upon all properties owned and/or claiming out of them by purchase,

inheritance or otherwise, for a period of thirty (30) years from the date which they are executed, and upon expiration of said thirty (30) year period, the Covenants shall automatically be extended for additional terms of ten (10) years each.

19. AMENDMENTS, VOTING RIGHTS AND TERMINATION: These Building restrictions and Protective Covenants may be amended from time to time by a written document signed, acknowledged and recorded, which reflects the affirmative vote in favor of the amendment by eighty percent (80%) of the lot owners, and in each case, such amendments shall be evidenced by a document in writing, bearing each of their signatures. All amendments, if any, shall be recorded in the office of the Chancery Clerk of Harrison County, Mississippi.

WITNESS THE SIGNATURES of the Declarant on this the ____ day of ____, A.D., 2024.

By: _____
Plantation Oaks, LLC

DRAFT

“Exhibit A”

Legal Description:

(refer to recording plat for legal description)

DRAFT

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of _____, A.D., 2024 within my jurisdiction, the within named Robert B. Heinrich, executed that above and forgoing instrument.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 2024.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

DRAFT



Michael Watson
SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Plantation Oaks, LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	987391
Status:	Good Standing
Effective Date:	08/10/2011
State of Incorporation:	Mississippi
Principal Office Address:	1460 Beach Blvd. Biloxi, MS 39530

Registered Agent

Name
Richard D. Baudry 1460 Beach Blvd. Biloxi, MS 39530

Officers & Directors

Name	Title
Richard D Baudry 1460 Beach Blvd. Biloxi, MS 39530	Manager



1st Judicial District
Instrument 2013 8883 D - J1
Filed/Recorded 12/ 2/2013 01:37 P
Total Fees \$ 12.00
3 Pages Recorded

Prepared by and after recording return to:
Michael B. McDermott, MS Bar No. 2379
Page, Mannino, Peresich & McDermott, P.L.L.C.
759 Vieux Marche' Mall
Biloxi, MS 39530
(228) 374-2100

46863/TH

INDEXING INSTRUCTIONS: NE 1/4 of NW 1/4, Section 36, Township 6 South, Range 11 West

STATE OF MISSISSIPPI

COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

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

BCH PROPERTIES, LLC,
a Mississippi Limited Liability Company,
10600 Derry Lane
Ocean Springs, MS 39564
(228)219-0040

does hereby sell, convey and warrant unto

PLANTATION OAKS, LLC,
a Mississippi Limited Liability Company
10600 Derry Lane
Ocean Springs, MS 39564
(228)219-0040

the following described real property, together with all improvements thereon, located in the First Judicial District of Harrison County, Mississippi, more particularly and certainly described as follows:

(SEE EXHIBIT "A" ATTACHED)

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

Ad valorem taxes for the year 2013 have been prorated between the parties hereto and the obligation to pay same is assumed by the Grantee herein, who will pay same when due.

WITNESS my signature on this the 27th day of November, 2013.

BCH PROPERTIES, LLC
a Mississippi Limited Liability Company

By: Derry Lane, Inc., a Mississippi
Corporation, Member

By: Richard D. Baudry
Richard D. Baudry, President

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 27th day of November, 2013, within my jurisdiction, the within named Richard D. Baudry, who acknowledged to me that he is President of Derry Lane, Inc., a Mississippi Corporation, Member of BCH PROPERTIES, LLC, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company and corporation so to do.

Tracy Jo Hill
NOTARY PUBLIC

My Commission Expires:

(SEAL)



EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land situated in the Northeast One-fourth of the Northwest One-fourth (NE 1/4 of NW 1/4), Section 36, Township 6 South, Range 11 West, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

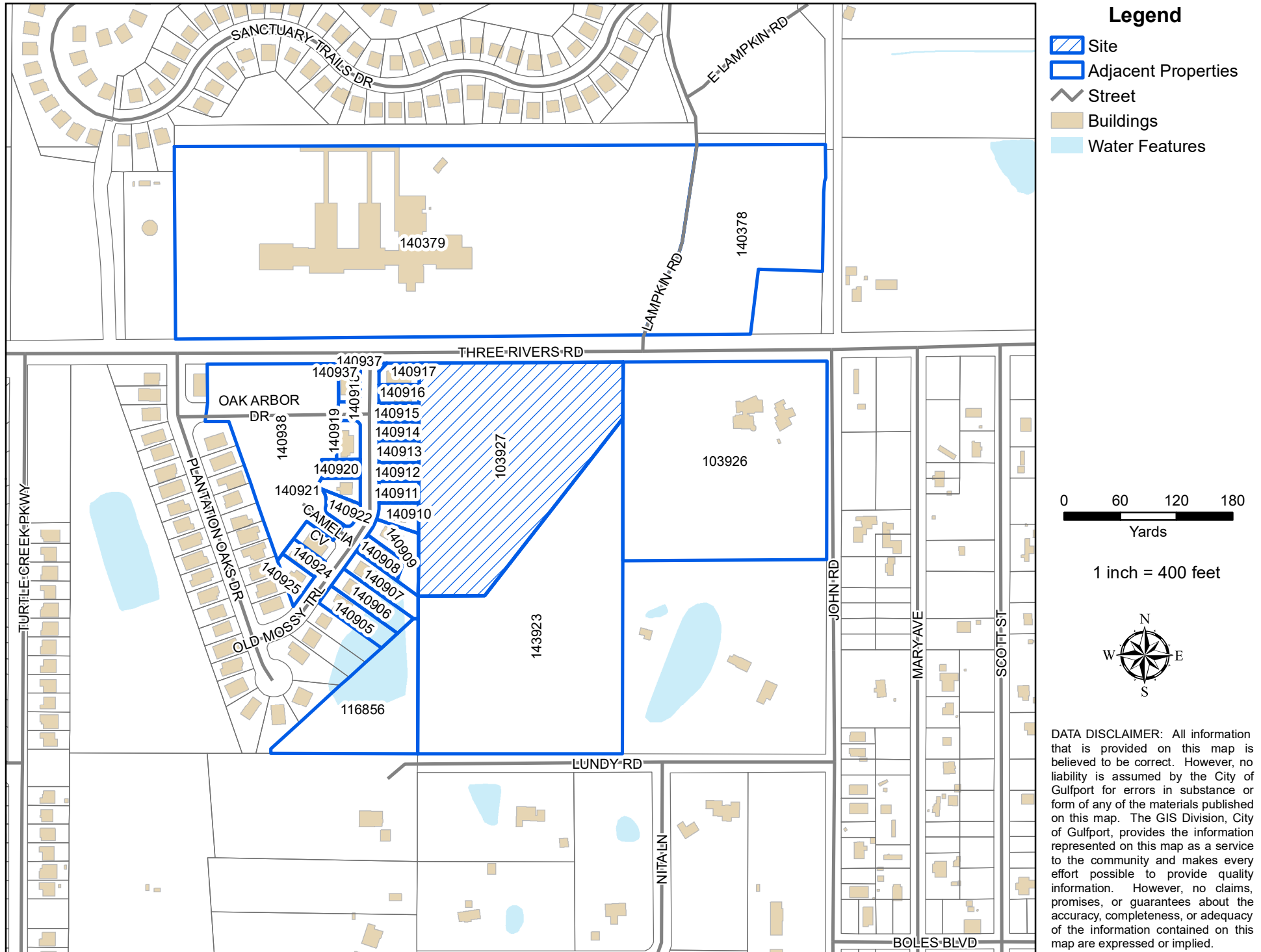
For a point of beginning commence at the Southwest corner of the NE 1/4 of the NW 1/4 of said Section 36, and thence run North 00 degrees 07 minutes 54 seconds West a distance of 621.09 feet to a point; thence run North 89 degrees 50 minutes 35 seconds East a distance of 652.54 feet to a point; thence run South 00 degrees 43 minutes 37 seconds East a distance of 621.35 feet to a point situated on the North margin of Lundy Road; thence run South 89 degrees 51 minutes 56 seconds West along the North margin of said road a distance of 651.96 feet to the point of beginning. Said parcel contains 9.3 acres, more or less.

AND ALSO:

A parcel of land situated in the Northeast One-fourth of the Northwest One-Fourth (NE 1/4 of NW 1/4), Section 36, Township 6 South, Range 11 West, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

For a point of beginning commence at the Southwest corner of the NE 1/4 of the NW 1/4 of said Section 36, and thence run North 00 degrees 07 minutes 54 seconds West a distance of 621.09 feet to the Point of Beginning; thence from said Point of Beginning run North 00 degrees 07 minutes 54 seconds West a distance of 621.10 feet to a point situated on the South margin of Three Rivers Road; thence run North 89 degrees 49 minutes 15 seconds East along the South margin of said road a distance of 653.14 feet to a point; thence run South 00 degrees 43 minutes 37 seconds East a distance of 621.34 feet to a point; thence run South 89 degrees 50 minutes 35 seconds West a distance of 652.54 feet to the Point of Beginning. Said parcel contains 9.3 acres, more or less.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		0907J-01-001.005	PLANTATION OAKS, LLC (OWNER)	P.O. BOX 268	BILOXI	MS	39533
			HEINRICH & ASSOCIATES (AGENT)	1806 23RD AVE STE B	GULFPORT	MS	39503
			Adjacent Property Owners (2409PC146)				
	103926	0907J-01-001.004	BROWN VANESSA L	13481 JOHN RD	GULFPORT	MS	39503
	140378	0907G-01-001.012	ELLIOTT LAND DEVELOPMENTS LLC	1402 PASS RD	GULFPORT	MS	39501
	140379	0907G-01-001.010	HARRISON CO SCHOOL DISTRICT	11072 HWY 49	GULFPORT	MS	39503
	140905	0907J-01-001.068	BURTON CORINN	14094 OLD MOSSY TRAIL	GULFPORT	MS	39503
	140906	0907J-01-001.069	ADAMS HOMES LLC	100 W GARDEN ST	PENSACOLA	FL	32502
	140907	0907J-01-001.070	POLUKEY DUANE R & HELEN L	14084 OLD MOSSY TRAIL	GULFPORT	MS	39503
	140908	0907J-01-001.071	MAGEE ALVIN & SHEREKA S LEWIS	14078 OLD MOSSY TRAIL	GULFPORT	MS	39503
	140910	0907J-01-001.073	MANRY LARRY M & MICHELLE R	14068 OLD MOSSY TRAIL	GULFPORT	MS	39503
	140911	0907J-01-001.074	WALTON TERRANCE & CHERI	14064 OLD MOSSY RD	GULFPORT	MS	39503
	140912	0907J-01-001.075	FRATANTUONO GENENDAL PRICE & GERALD	14058 OLD MOSSY TRAIL	GULFPORT	MS	39503
	140913	0907J-01-001.076	BUCKLEY CHANELL & JIMMY DALE JR	14054 OLD MOSSY TRAIL	GULFPORT	MS	39503
	140914	0907J-01-001.077	HILSON SONOVIA	14048 OLD MOSSY TRAIL	GULFPORT	MS	39503
	140915	0907J-01-001.078	SMITH ROBERT BOYD & DIANA L	14044 OLD MOSSY TRAIL	GULFPORT	MS	39503
	140916	0907J-01-001.079	HARDER CLIFFORD J SR & MARY J	14038 OLD MOSSY TRAIL	GULFPORT	MS	39503
	140919	0907J-01-001.082	HOLIFIELD MITCHELL RAY II -ETAL-	14057 OLD MOSSY TRAIL	GULFPORT	MS	39503
	140920	0907J-01-001.083	ROBIN BRENT A & KIMBERLY K	14063 OLD MOSSY TRAIL	GULFPORT	MS	39503
	140924	0907J-01-001.087	HAYES TRISHA MARIE	14093 OLD MOSSY TRAIL	GULFPORT	MS	39503
N	143923	0907J-01-001.103	PLANTATION OAKS LLC	PO BOX 268	BILOXI	MS	39533
N	116856	0907J-01-001.013	PLANTATION OAKS LLC	P O BOX 268	BILOXI	MS	39533
N	140925	0907J-01-001.088	ADAMS HOMES LLC	100 W GARDEN ST	PENSACOLA	FL	32502
N	140917	0907J-01-001.080	ADAMS HOMES LLC	100 W GARDEN ST	PENSACOLA	FL	32502
N	140918	0907J-01-001.081	ADAMS HOMES LLC	100 W GARDEN ST	PENSACOLA	FL	32502
N	140937	0907J-01-001.100	PLANTATION OAKS LLC	10600 DERRY LANE	OCEAN SPRINGS	MS	39564
	140909	0907J-01-001.072	BELGIN GERALD T & DIANE	14074 OLD MOSSY TRAIL	GULFPORT	MS	39503
N	140938	0907J-01-001.101	PLANTATION OAKS LLC	P O BOX 268	BILOXI	MS	39533
	140922	0907J-01-001.085	FREEMAN ROY D	14073 OLD MOSSY TRAIL	GULFPORT	MS	39503
N	140921	0907J-01-001.084	ADAMS HOMES LLC	100 W GARDEN ST	PENSACOLA	FL	32502
N	103927	0907J-01-001.005	PLANTATION OAKS LLC	P O BOX 268	BILOXI	MS	39533





The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	589782	Print Legal Ad-IPL01926840 - IPL0192684		\$87.70	2	45 L

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

accountspayable@gulfport-ms.gov

LEGAL NOTICE

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, September 26, 2024 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2407PC100, by owner Prasant Patel, seeking approval for convenience store use - Tax Parcel 1008M-01-007.000 - Located at 11268 Lorraine Road (Zoned B-2 (General-Business)) - Ward 6

Planning Commission Approval 2409PC131, by owner Hecto Services Inc, seeking approval for a cabinet and carpenter shop use, Tax Parcel 0810N-03-037.000, 2815 22nd Avenue, Zoned B-2 (General-Business), Ward 3

General Plan 2409PC133, by agent Dennis Stieffel, seeking approval for a 41-lot subdivision (Oak Landing, Phase 2), Tax Parcels 1008G-02-130.000, 1008G-02-130.001, 1008J-02-001.000, Ollie Road, Zoned R-1-10 (Single-family), Ward 6

Planning Commission Approval 2409PC136, by owner Otis T Ellis, seeking approval for a mobile home use, Tax Parcel 0810E-05-009.000, 4223 Michigan Ave, Zoned R-1-5 (Single-Family), Ward 3

Special Exception 2409SE140, by agent Johnathan Tate Jr., seeking approval for a daycare use, Tax Parcel 0810N-04-001.000, 2301 31st Street, Zoned B-2 (General-Business), Ward 3

General Plan 2409PC145, by agent Robert B. Heinrich, seeking approval for a 9 lot subdivision with one outparcel, Tax Parcel 0808H-02-095.000, 12115 Three Rivers Road, Zoned R-1-10 (Single-family), Ward 6

General Plan 2409PC146, by agent Robert B. Heinrich, seeking approval for a 23 lot subdivision with one outparcel, Tax Parcel 0907J-01-001.005, Three Rivers Rd, Zoned R-B (Residence-business), Ward 6

Zoning Text Amendment 2407PC094, by City of Gulfport Administration, to amend Appendix D (Smartcode) at 5.4.11a and 5.4.11b both at building setback to delete the 6-foot maximum side yard setback

Zoning Text Amendment 2409PC129, by City of Gulfport Urban Development, to amend Appendix A to the Code of Ordinances to remove certain duties from the Building Code of Planning Director and assign those duties to the Planning Administrator.

Zoning Map Amendment 2409PC144, by agent Heinrich & Associates LLC, requesting to rezone to R-O (Residence-Office), Tax Parcel 1009L-02-018.000, 9298 Lorraine Rd, Zoned R-1-7.5 (Single-Family), Ward 5

This the 4th day of September 2024
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0192684
Sep 11 2024

PUBLIC HEARING

STATE OF MISSISSIPPI COUNTY OF HARRISON

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

1 insertion(s) published on:

09/11/24

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

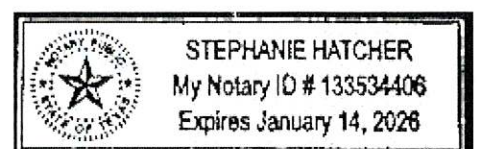
Mary Castro

Sworn to and subscribed before me this 12th day of September in the year of 2024

Stephanie Hatcher

Notary Public

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



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

MEMORANDUM

To: City of Gulfport Planning Commission

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

Hearing Date: Thursday, September 26, 2024

Zoning Text Amendment 2407PC094: (Remanded back by City Council) Zoning Text Amendment 2407PC094, by City of Gulfport Administration, to amend Appendix D (Smartcode) at 5.4.11a and 5.4.11b both at building setback to delete the 6-foot maximum side yard setback



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

APPLICATION FOR ZONING TEXT AMENDMENT

For Staff Use Only

Case File #: 2407PC094Date Received: 5/21/24

Receipt #: _____

Received By: JD

Zoning: _____

Ward: _____ Flood: _____

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

Amend Appendix D (Smart code) at 5. A. 11a and 5. A. 11b
both at Building setback b. to delete the 6 foot
maximum side yard setback.

OWNERSHIP AND CERTIFICATION:

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

OWNER Applicant

AGENT

City of Gulfport by Margaret
Printed Name Of Owner Applicant Murdock
P.O. Box 1780 Ass't City

Printed Name Of Agent

Mailing Address
Gulfport MS 39501

Mailing Address

City State Zip code
228-868-5811

City State Zip code

Home Phone Work/Cell Phone
mmurdock@gulfport-ms.gov

Home Phone Work/Cell Phone

Email
[Signature]

Email

Signature Of Owner

Signature Of Agent

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



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

Submission Requirements – Smartcode Amendment – 6' sideyard setback

- A. Attached.
- B. Not applicable
- C. Not applicable
- D. Not applicable
- E. Not applicable
- F. 5 – Ordinance change
- G.
 - 1. City of Gulfport
 - 2. Ordinance Change
 - 3. Not applicable
 - 4. Will permit structure to be built more than 6 feet from the property line in a side yard
 - 5. N/A

There came on for consideration at a duly constituted meeting of the City Council and Mayor of the City of Gulfport held on the _____ day of _____, 2024, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX D TO THE CODE OF ORDINANCES (SECTIONS 5.4.11a AND 5.4.11b) TO AMEND THE REQUIRED SIDE YARD SETBACK IN T4+ and T4L ZONING DISTRICTS, AND FOR RELATED PURPOSES

WHEREAS, the City's duly adopted "Smartcode", which is codified at Appendix D to the Code of Ordinances, establishes a six foot (6') maximum side yard setback in T4+ and T4L zoning districts; and

WHEREAS, in light of applicable building requirements, including those imposed by the Flood Damage Prevention Ordinance, on certain lots located in those areas zoned T4+ and T4L and to which Appendix D applies, the required six foot (6') maximum side yard setback has created the need for numerous warrants to be applied for, considered and granted in order to accommodate the applicable building requirements and regulations; and

WHEREAS, to encourage building and to remove unnecessary steps in the permit approval process, it is believed that the elimination of the six foot (6') maximum side yard setback in T4+ and T4L zoning districts is in the best interest of the City of Gulfport.

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

SECTION 1: That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That Section 5.4.11a of Appendix A to the Code of Ordinances (i.e., the Comprehensive Zoning Ordinance) be and the same is hereby amended to delete the six foot (6') maximum side yard setback found at "Building Setback", paragraph b (see current 5.4.11a

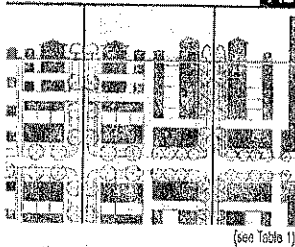
below) and the drawing noted as "Building Disposition".

SMARTCODE

City of Gulfport, Mississippi

SECTION 5.4.11a

T4L



BUILDING FUNCTION	(see Tables 10 & 11)
a. Residential	Limited
b. Lodging	Limited
c. Office	Limited
d. Retail	Limited

BUILDING HEIGHT	(see Table 8)
a. Principal Building	4 Stories max.
b. Outbuilding	2 Stories max.

LOT OCCUPATION	
a. Lot Width	24 ft. min.; 96 ft. max.
b. Lot Coverage	70% max.

BUILDING TYPE	(see Table 9)
a. Edgeyard	permitted
b. Sideyard	by Warrant
c. Rearyard	by Warrant
d. Courtyard	by Warrant
e. Collage Court	permitted

BUILDING SETBACK	
a. Front Setback	6 ft. min.; 24 ft. max.
b. Side Setback	3 ft. min.; 6 ft. max.
on 2nd. Frontage	5 ft. min.; 12 ft. max.
c. Rear Setback	3 ft. min.*
for corner lot	3 ft. min.*
d. Frontage Buildout	No requirement

OUTBUILDING SETBACK	
a. Front Setback	Within Third Layer
b. Side Setback	3 ft. min.
on 2nd. Frontage	3 ft. min.; 12 ft. max.
c. Rear Setback	3 ft. min.*
for corner lot	3 ft. min.*

PRIVATE FRONTAGES	(see Table 7)
a. Common Lawn	prohibited
b. Porch & Fence	permitted
c. Terrace or L.C.	permitted
d. Forecourt	permitted
e. Stoop	permitted
f. Shopfront & Awning	permitted
g. Gallery	permitted
h. Arcade	prohibited

Refer to Summary Table 14

PARKING PROVISIONS	
See Tables 11 & 12	

* or 15 ft. from center line of alley.

ARTICLE 5. BUILDING-SCALE PLANS

BUILDING HEIGHT

1. Building height shall be measured in number of Stories, excluding a raised Basement or a habitable Attic.
2. Each Story shall not exceed 14 ft. clear, floor to ceiling.
3. Maximum height shall be measured from the Height Baseline to the eaves or roof deck.
4. The vertical distance between the Height Baseline and the first floor shall not exceed 4 feet.

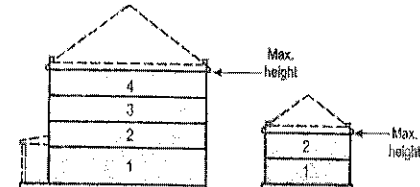
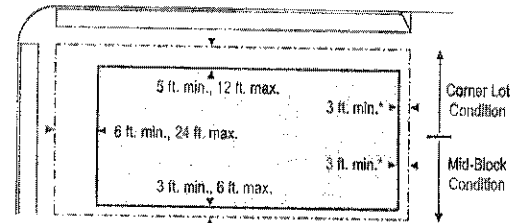


DIAGRAM ABOVE MAY NOT SHOW ACTUAL HEIGHT LIMITS.
SEE TABLE AT LEFT.

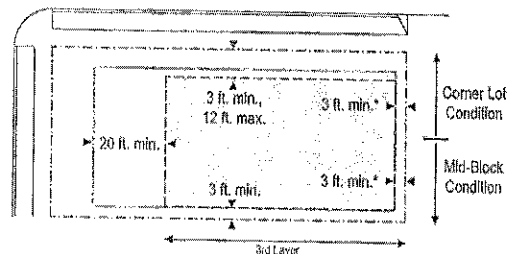
BUILDING DISPOSITION

1. The Facades and Elevations of Principal Buildings shall be distanced from the Lot Lines as shown.
2. Buildings shall have Facades along both Primary and Secondary Frontage Lines and Elevations along Lot Lines.



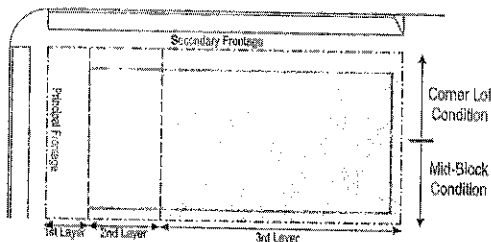
OUTBUILDING DISPOSITION

1. The Facades and Elevations of the Outbuildings shall be distanced from the lot lines as shown.
2. Outbuildings shall be located within the Third Layer (see Table 16D).



PARKING PROVISIONS

1. Uncovered parking spaces may be provided only within the Third Layer (see Table 16D).
2. Covered parking, if provided, shall be located within the Third Layer.
3. Trash containers shall be stored within the Third Layer, outside the Secondary Frontage setback on a corner location.



SECTION 3. That Section 5.4.11b of Appendix A to the Code of Ordinances (i.e., the Comprehensive Zoning Ordinance) be and the same is hereby amended to delete the six foot (6')

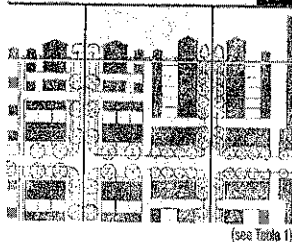
maximum side yard setback found at Building Setback, paragraph b (see current 5.4.11b below) and the drawing noted as "Building Disposition".

SMARTCODE

City of Gulfport, Mississippi

SECTION 5.4.11b

T4+



BUILDING FUNCTION (see Tables 10 & 11)

a. Residential	Limited
b. Lodging	Limited
c. Office	Open
d. Retail	Open

BUILDING HEIGHT (see Table 8)

a. Principal Building	4 Stories max.
b. Outbuilding	2 Stories max.

LOT OCCUPATION

a. Lot Width	18 ft. min.; 98 ft. max.
b. Lot Coverage	70% max.

BUILDING TYPE (see Table 9)

a. Edgeyard	permitted
b. Sideyard	permitted
c. Rearyard	permitted
d. Courtyard	permitted
e. Cottage Court	permitted

BUILDING SETBACK

a. Front Setback	No min.; 18 ft. max.
b. Side Setback	No min.; 6 ft. max.
on 2nd. Frontage	5 ft. min.; 12 ft. max.
c. Rear Setback	3 ft. min.*
for corner lot	3 ft. min.*
d. Frontage Buildout	60% min. at setback

OUTBUILDING SETBACK

a. Front Setback	Within Third Layer
b. Side Setback	No min.
on 2nd. Frontage	3 ft. min.; 12 ft. max.
c. Rear Setback	3 ft. min.*
for corner lot	3 ft. min.*

PRIVATE FRONTAGES (see Table 7)

a. Common Lawn	prohibited
b. Porch & Fence	permitted
c. Terrace or L.C.	permitted
d. Forecourt	permitted
e. Sloop	permitted
f. Shopfront & Awning	permitted
g. Gallery	permitted
h. Arcade	prohibited

Refer to Summary Table 14

PARKING PROVISIONS

See Tables 11 & 12

* or 15 ft. from center line of alley

ARTICLE 5. BUILDING-SCALE PLANS

BUILDING HEIGHT

1. Building height shall be measured in number of stories, excluding a raised Basement or a habitable Attic.
2. Each Story shall not exceed 14 ft. clear, floor to ceiling.
3. Maximum height shall be measured from the Height Baseline to the eaves or roof deck.
4. The vertical distance between the Height Baseline and the first floor shall not exceed 4 feet.

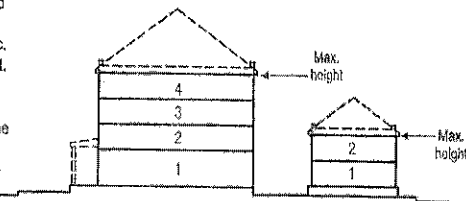
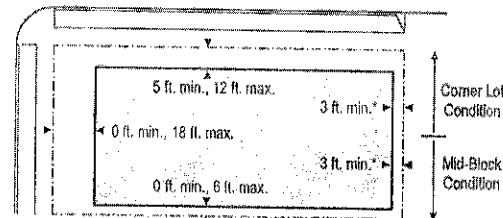


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SEE TABLE AT LEFT.

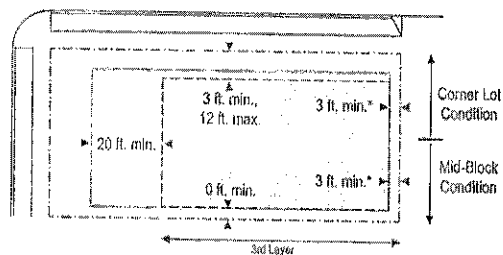
BUILDING DISPOSITION

1. The Facades and Elevations of Principal Buildings shall be distanced from the Lot Lines as shown.
2. Buildings shall have Facades along both Primary and Secondary Frontage Lines and Elevations along Lot Lines.
3. Facades shall be built along the Principal Frontage Line to not less than 60% of the length of that Frontage, measured at the maximum allowed front setback.



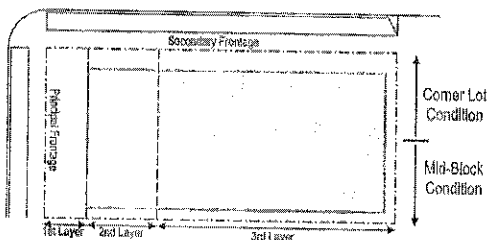
OUTBUILDING DISPOSITION

1. The Facades and Elevations of the Outbuildings shall be distanced from the lot lines as shown.
2. Outbuildings shall be located within the Third Layer (see Table 16D).



PARKING PROVISIONS

1. Uncovered parking spaces may be provided only within the Third Layer (see Table 16D).
2. Covered parking, if provided, shall be located within the Third Layer.
3. Trash containers shall be stored within the Third Layer, outside the Secondary Frontage setback on a corner location.



SECTION 4. The Governing Authority further finds that the following shall serve as an

explanatory statement of this Ordinance for purposes of publication: "This Ordinance amends the City's Code of Ordinances with respect to the required side yard setback in areas zoned T4L and T4+ and which are subject to Appendix D to the Code of Ordinances by deleting the maximum six foot (6') side yard setback. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk." For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City's Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

SECTION 5. This Ordinance shall otherwise be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread upon the minutes of the Gulfport City Council.

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

YEAS:

NAYS:

ABSTENTIONS:

ABSENT:

WHEREUPON the President declared the motion carried and the Ordinance adopted, this
the _____ day of _____, 2024.

(SEAL:)

ATTEST:

ADOPT:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance, having been submitted and approved by the Mayor,
this the _____ day of _____, 2024.

MAYOR



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
33468	560643	Print Legal Ad-IPL01769120 - IPL0176912		\$91.45	2	61 L

Attention: JESSICA VERSIGA

GULFPORT CITY HALL
1410 24 TH AVENUE
GULFPORT, MS 39501

jversiga@gulfport-ms.gov

LEGAL NOTICE PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, June 27, 2024 in the Council Chambers of the Gulfport City Hall located at 2309 15 th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24 th Avenue.

Planning Commission Approval 2405PC062, by agent Isis Payton, seeking approval for mobile home use, Tax Parcel 0810D-02-021.000, 8286 Ohio Ave, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2406PC076, by owner Deborah Wright, seeking approval for a mobile home use, Tax Parcel 0810E-04-098.000, 4214 Michigan Ave, Zoned R-1-5 (Single-family), Ward 3

Planning Commission Approval 2406PC084, by agent Nav Thind, seeking approval for a gas station use with a convenience store, Tax Parcels 0711O-01 029.000, 0711O-01-030.000, 510 Broad Ave, 4220 W Beach Blvd, Zoned T4+ (General Urban Zone "Plus"), Ward 2

Planning Commission Approval 2406PC086, by agent Lisa Ramos, seeking approval for an administrative office use for a bike rental business as a home occupation, Tax Parcel 0910G-01-018.001, 11 Bayou View Drive, Zoned R-1-7.5 (Single-family), Ward 4

Planning Commission Approval 2406PC091, by agent Vinson Key-hea, seeking approval for automobile sales of less than 50 vehicles, Tax Parcel 0910N-06- 009.000, 407 32 1/2 Street, Zoned B-2 (General Business), Ward 4

General Plan 2407PC092, by agent Robert Riemann, seeking approval for a 25-lot townhouse development with 3 outparcels, Tax Parcel 0809B-03-017.000, Zoned R-3 (Single-family), Ward 7

Zoning Map Amendment 2406PC080, by agent W Taylor Guild III, requesting to rezone to T4+ (General Urban Zone & "Plus"), Tax Parcels 1010N-05-086.000, 1010N-05-087.000, 2007 St James Blvd, 2009 St. James Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Zoning Map Amendment 2406PC032, by owner Huyen Nguyen, requesting to rezone to T4L (General Urban Zone "Limited"), Tax Parcel 0811F-05-037.000, 1907 24th Ave, Zoned T5 (Urban Center Zone), Ward 3

Zoning Map Amendment 2406PC089, by agent W Taylor Guild III, requesting to rezone to T4+ (General Urban Zone "Plus"), Tax Parcels 1010N-05-086.000, 1010N-05-087.000, 2007 St James Blvd, 2009 St. James Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Zoning Text Amendment 2407PC094, by City of Gulfport Administration, to amend Appendix D (Smartcode) at 5.4.11a and 5.4.11b both at building setback to delete the 6-foot maximum side yard setback.

This the 5th day of June 2024

Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0176912
Jun 12 2024

STATE OF MISSISSIPPI COUNTY OF HARRISON

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

1 insertion(s) published on:
06/12/24

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

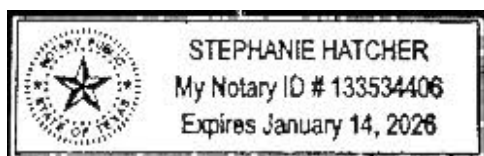
Mary Castro

Sworn to and subscribed before me this 12th day of
June in the year of 2024

Stephanie Hatcher

Notary Public

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



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



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenot Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	589782	Print Legal Ad-IPL01926840 - IPL0192684		\$87.70	2	45 L

Attention: Matilda Welch

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

LEGAL NOTICE

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Planning Commission Approval 2407PC100, by owner Prasant Patel, seeking approval for convenience store use - Tax Parcel 1008M-01-007.000 - Located at 11268 Lorraine Road (Zoned B-2 (General-Business)) - Ward 6

Planning Commission Approval 2409PC131, by owner Hecto Services Inc, seeking approval for a cabinet and carpenter shop use, Tax Parcel 0810N-03-037.000, 2815 22nd Avenue, Zoned B-2 (General-Business), Ward 3

General Plan 2409PC133, by agent Dennis Stieffel, seeking approval for a 41-lot subdivision(Oak Landing, Phase 2), Tax Parcels 1008G-02-130.000, 1008G-02-130.001, 1008J-02-001.000, Ollie Road, Zoned R-1-10 (Single-family), Ward 6

Planning Commission Approval 2409PC136, by owner Otis T Ellis, seeking approval for a mobile home use, Tax Parcel 0810E-05-009.000, 4223 Michigan Ave, Zoned R-1-5 (Single-Family), Ward 3

Special Exception 2409SE140, by agent Johnathan Tate Jr., seeking approval for a daycare use, Tax Parcel 0810N-04-001.000, 2301 31st Street, Zoned B-2 (General-Business), Ward 3

General Plan 2409PC145, by agent Robert B. Heinrich, seeking approval for a 9 lot subdivision with one outparcel, Tax Parcel 0808H-02-095.000, 12115 Three Rivers Road, Zoned R-1-10 (Single-family), Ward 6

General Plan 2409PC146, by agent Robert B. Heinrich, seeking approval for a 23 lot subdivision with one outparcel, Tax Parcel 0907J-01-001.005, Three Rivers Rd, Zoned R-B (Residence-business), Ward 6

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This the 4th day of September 2024
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0192684
Sep 11 2024

PUBLIC HEARING

STATE OF MISSISSIPPI COUNTY OF HARRISON

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1 insertion(s) published on:

09/11/24

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

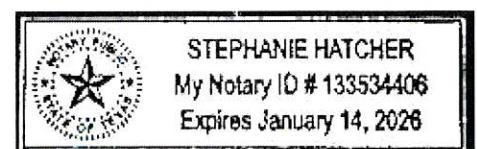
Mary Castro

Sworn to and subscribed before me this 12th day of September in the year of 2024

Stephanie Hatcher

Notary Public

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



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

MEMORANDUM

To: City of Gulfport Planning Commission

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

Hearing Date: Thursday, September 26, 2024

Zoning Text Amendment 2409PC129: (Deferred to September meeting by Planning staff) Zoning Text Amendment 2409PC129, by City of Gulfport Urban Development, to amend Appendix A to the Code of Ordinances to remove certain duties from the Building Code of Planning Director and assign those duties to the Planning Administrator.



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

APPLICATION FOR ZONING TEXT AMENDMENT

For Staff Use Only

Case File #: 2409PC129
Date Received: 07/17/2024
Receipt #: _____
Received By: _____
Zoning: N/A
Ward: N/A Flood: N/A

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

Amend Appendix A to the Code of Ordinances to remove certain duties from the Building Code
or Planning Director and assign those duties to the Planning Administrator, and for related
purposes.

OWNERSHIP AND CERTIFICATION:

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

~~OWNER~~ Applicant

AGENT

City of Gulfport by Greg Holmes UD Director

Printed Name Of Owner
1410 24th Avenue

Mailing Address

Gulfport MS 39501

City State Zip code
228-868-5710

Home Phone Work/Cell Phone
gholmes@gulfport-ms.gov

Email

Signature Of Owner

Printed Name Of Agent

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

Signature Of Agent

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



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

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

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

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

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

PERSON/AGENT FOR YOU: _____

IMPORTANT NOTICE

1. Please be advised that failure to submit a complete application, with all supporting documents, could **delay your hearing date**. The Planning Commission will not consider a request until all information is submitted and accurate.
2. Please be advised that the application deadline dates posted are designed to allow the staff time to review the application and receive required comments from coordinating agencies. The application is not considered complete until all required information from the applicant is available for review by the staff and coordinating agencies.
3. Please see reverse of this sheet to determine the deadline dates for filing your application.

SUBMISSION REQUIREMENTS

- A. **Page one of this application, completed and signed.**
- B. **Proof of ownership** (Copy of deed or affidavit)
- C. If applicable, notarized proof of **authority to act as agent** for owner (board resolution, etc.)
- D. 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**.
- E. **Site Plan**: Showing proposed development (Optional).
- F. **Provide a written statement addressing the following reasons for your text amendment request:**

The Comprehensive Zoning and SmartCode Ordinances, including the zoning map, are based on comprehensive planning studies and are intended to carry out the object of sound, stable and desirable environment. It is recognized that casual amendment of the ordinance would be detrimental to the achievement of that objective, and it is therefore declared to be the public policy to amend this ordinance only when one or more of the following conditions prevail:

1. **Error** – there is manifest error in the ordinance.
2. **Change in Conditions**: - changed or changing conditions in a particular area, or in the city or metropolitan area generally, make an amendment to the ordinance necessary and desirable.

3. **Increase in need for sites** – increased or increasing needs for business or industrial sites, in addition to sites that are available, make it necessary and desirable to reclassify an area or to extend the boundaries of an existing district.
4. **Annexation** – it is necessary and desirable to classify territory hereafter annexed to the city to a district classification.
5. **Ordinance changes** – amendment of the ordinance not involving a change in classification of land necessary.
6. **Change in governmental property** – it is necessary to reclassify property as a result of acquisition or disposition of such property by the United States of America, the state of Mississippi or Harrison County.

G. The following items must be submitted when in a written statement you are requesting an amendment to the Comprehensive Zoning Ordinance or SmartCode Ordinance:

1. **Interest**: The applicant or applicants name(s), address(es) and interest of any individual(s), firm(s) or corporation(s) represented by the applicant(s) in the application.
2. **Condition for Change**: State which one or more condition(s) exists which warrants the change to the zoning amendment. The six conditions defined in the ordinance are above.
3. **Development Schedule**: A development schedule must also be submitted. This should show the time schedule for the beginning and completion of mall development planned by the applicant in the area. The successive stages and the development for each stages should be shown if applicable.
4. **Effects of Amendment**: Provide a report giving the nature, description, and effect of the proposed amendment.
5. **Error**: The error in this ordinance that would be corrected by the proposed amendment; if the intent is to correct an error.

H. Cash or check payable to the City of Gulfport in the amount of \$175.00.



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
33468	579464	Print Legal Ad-IPL01868560 - IPL0186856		\$89.50	2	59 L

Attention: Jessica Versiga

GULFPORT CITY HALL
1410 24 TH AVENUE
GULFPORT, MS 39501

jversiga@gulfport-ms.gov

LEGAL NOTICE PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, August 22, 2024 in the Council Chambers of the Gulfport City Hall located at 2309 15 th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24 th Avenue.

Planning Commission Approval 2407PC100, by owner Prasant Patel, seeking approval for convenience store use - Tax Parcel 1008M-01-007.000 - Located at 11268 Lorraine Road (Zoned B-2 (General-Business)) - Ward 6

Planning Commission Approval 2408PC125, by agent Cross Development CC Gulfport, LLC, seeking approval for an automobile and truck body repair shop use, Tax Parcel 1008L-01-002.000, Dedeaux Road, Zoned B-2 (General-business), Ward 6

General Plan 2409PC130, by agent Brown, Mitchell, & Alexander, Inc., seeking approval of easements and right of way (North Park Drive), Tax Parcel 1008L-01-002.000, Dedeaux Rd, Zoned B-2 (General Business), Ward 6

General Plan 2409PC134, by agent Robert Riemann, seeking approval (Conditioned on passage of relevant zoning text) of a General Plan for a new 25 lot small-house development, 0809B-03-017.000, Zoned R-3 (Single Family), Ward 7

Zoning Map Amendment 2408PC121, by agent Kenny McNair, requesting to rezone to R-1-10 (Single-family), Tax Parcel 0908M-01-004.002, Stewart Road, Zoned B-2 (General-business), Ward 6

Zoning Map Amendment 2408PC123, by agent Brent Warr, requesting to rezone to T-6 (Urban Core Zone), Tax Parcels 1010F-02-022.000, 1010F-02-023.000, 1010F-02-024.000, 1010F-02-025.000, East Pass Road, 1548 East Pass Road, 1542 East Pass Road, 1526 East Pass Road, Zoned T4+ (General Urban Zone "Plus") Ward 4

Zoning Text Amendment 2409PC129, by City of Gulfport Urban Development, to amend Appendix A to the Code of Ordinances to remove certain duties from the Building Code of Planning Director and assign those duties to the Planning Administrator.

Zoning Text Amendment 2409PC132, by City of Gulfport Administration, to amend sections to Chapter 9, Article III to amend the maximum period of tentative approval from one-year to two years before final plat.

Zoning Text Amendment 2409PC135, by City of Gulfport Administration, to amend Appendix A to the City's Code of Ordinances at Sections III (C)(7), allowing for and governing/regulating small lot/small house use/developments in R-3 zoning districts.

This the 31st day of July 2024

Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0186856
Aug 7 2024

STATE OF MISSISSIPPI COUNTY OF HARRISON

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

1 insertion(s) published on:
08/07/24

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

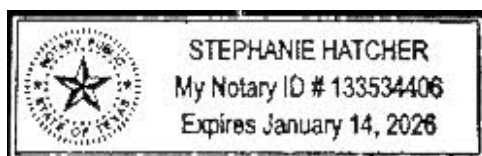
Mary Castro

Sworn to and subscribed before me this 7th day of
August in the year of 2024

Stephanie Hatcher

Notary Public

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



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



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	589782	Print Legal Ad-IPL01926840 - IPL0192684		\$87.70	2	45 L

Attention: Matilda Welch

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

LEGAL NOTICE

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 PM., Thursday, September 26, 2024 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2407PC100, by owner Prasant Patel, seeking approval for convenience store use - Tax Parcel 1008M-01-007.000 - Located at 11268 Lorraine Road (Zoned B-2 (General-Business)) - Ward 6

Planning Commission Approval 2409PC131, by owner Hecto Services Inc, seeking approval for a cabinet and carpenter shop use, Tax Parcel 0810N-03-037.000, 2815 22nd Avenue, Zoned B-2 (General-Business), Ward 3

General Plan 2409PC133, by agent Dennis Stieffel, seeking approval for a 41-lot subdivision (Oak Landing, Phase 2), Tax Parcels 1008G-02-130.000, 1008G-02-130.001, 1008J-02-001.000, Ollie Road, Zoned R-1-10 (Single-family), Ward 6

Planning Commission Approval 2409PC136, by owner Otis T Ellis, seeking approval for a mobile home use, Tax Parcel 0810E-05-009.000, 4223 Michigan Ave, Zoned R-1-5 (Single-Family), Ward 3

Special Exception 2409SE140, by agent Johnathan Tate Jr., seeking approval for a daycare use, Tax Parcel 0810N-04-001.000, 2301 31st Street, Zoned B-2 (General-Business), Ward 3

General Plan 2409PC145, by agent Robert B. Heinrich, seeking approval for a 9 lot subdivision with one outparcel, Tax Parcel 0808H-02-095.000, 12115 Three Rivers Road, Zoned R-1-10 (Single-family), Ward 6

General Plan 2409PC146, by agent Robert B. Heinrich, seeking approval for a 23 lot subdivision with one outparcel, Tax Parcel 0907J-01-001.005, Three Rivers Rd, Zoned R-B (Residence-business), Ward 6

Zoning Text Amendment 2407PC094, by City of Gulfport Administration, to amend Appendix D (Smartcode) at 5.4.11a and 5.4.11b both at building setback to delete the 6-foot maximum side yard setback

Zoning Text Amendment 2409PC129, by City of Gulfport Urban Development, to amend Appendix A to the Code of Ordinances to remove certain duties from the Building Code of Planning Director and assign those duties to the Planning Administrator.

Zoning Map Amendment 2409PC144, by agent Heinrich & Associates LLC, requesting to rezone to R-O (Residence-Office), Tax Parcel 1009L-02-018.000, 9298 Lorriane Rd, Zoned R-1-7.5 (Single-Family), Ward 5

This the 4th day of September 2024

Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0192684
Sep 11 2024

PUBLIC HEARING

STATE OF MISSISSIPPI COUNTY OF HARRISON

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

1 insertion(s) published on:

09/11/24

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

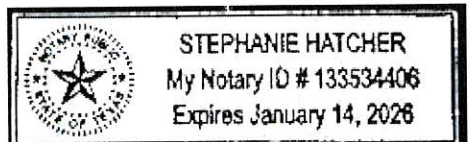
Mary Castro

Sworn to and subscribed before me this 12th day of September in the year of 2024

Stephanie Hatcher

Notary Public

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



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



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

PLANNING COMMISSION CASE # 2024-762

Hearing Date: Thursday, September 26, 2024

Zoning Map Amendment 2409PC144: Zoning Map Amendment 2409PC144, by agent Heinrich & Associates LLC, requesting to rezone to R-O (Residence-Office), Tax Parcel 1009L-02-018.000, 9298 Lorriane Rd, Zoned R-1-7.5 (Single-Family), Ward 5

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2409PC144

Hearing Date: September 26, 2024

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

Legal: Zoning Map Amendment 2409PC144, by agent Heinrich & Associates LLC, requesting to rezone to R-O (Residence-Office), Tax Parcel 1009L-02-018.000, 9298 Lorriane Rd, Zoned R-1-7.5 (Single-Family), Ward 5

TECHNICAL DETAILS

Amendment of the Zoning Ordinance, including the zoning map, is intended to carry out the objective of a sound, stable, and desirable environment. Casual amendment of the ordinance would be detrimental to the achievement of that objective. Therefore, the ordinance dictates that a property should be considered for rezoning only when one or more of the following conditions prevail according to the Mississippi case law:

According to the Mississippi case law:

When requesting rezoning of real property, **an applicant must prove, by clear and convincing evidence**, one of the following:

1. That there was a mistake in the original zoning, or
2. That the character of the neighborhood has changed to such an extent as to justify reclassification, **and** that there was a public need for rezoning.

The applicants are requesting to rezone approximately 1.8 acres of residentially zoned property from its current zoning of R-1-7.5 (Single-family) to R-O (Residence-Office). The applicant states the reason for the rezoning is due to the property owners wishing to rezone the property for its "highest and best use" in order to sell it. The applicant notes that the property has an existing home and workshop, and that there are no plans to develop the property at this time. If the single-family home use is to remain, the proposed zoning change would still allow for the single-family home use by right. Staff conducted a site visit to the area and confirmed that there is currently an existing residence with accessory structures on the site. Applicant notes that the rezoning would continue the R-O zoning district from the parcel directly south of the subject site.

According to the City's 2002 Comprehensive Plan, this area was to remain residential. While the proposed zoning does allow residential uses, such as the existing single-family home, it also allows for some light commercial uses as well. Upon further staff review, while the applicant's request is in conflict City's 2002 Comprehensive plan, the parcel to south of subject site according to

Technical Report

Zoning Map Amendment

Comprehensive would allow for residential development, while the southern parcel's current zoning would allow for either light commercial use or residential uses. Examples of such light commercial uses that would be allowed by right within the R-O zoning district would include Administrative Offices, Medical Clinic, Dental Clinic, Floral Shops, and Book Store. The applicant has noted in their application of businesses nearby that were either newly constructed, or already existing, nearby, such as Pilger Title, Hill Crest Dental Group, Coastal Tile, and a real estate office. From the staff visit conducted, staff noted an Pilger Title office, Hill Crest Dental Group office, and a Coastal Realty Group office are nearby the subject site, however staff did not find the mentioned Coastal Tile nearby. Upon searching further from the subject site, Coastal Tile was located further north at 10194 Lorraine Road, approximately 0.7 miles from the subject parcel in an I-2 (Heavy Industry) zoning district.

The applicant claims that there has been a change in the character of the neighborhood, and has stated such as their reason as justification for change of the current zoning district.

- (a) Applicant claims that there has been a change in the neighborhood due to an increase in the number of commercial uses expanding towards this area, such as those listed above. Upon review of the area, there have been some light commercial uses that have been constructed within the last few years, such as the Pilger Title office and the Hillcrest Dental Group office. However, these mentioned developments are within commercial zoning districts, specifically in B-1 (Neighborhood Business) districts. Staff also noticed that there were also three Zoning Map Amendments done earlier this year to the east of this property regarding rezoning for the construction of single-family homes. The cases in question were case #'s 2405PC063, 2405PC066, and 2407PC099.

EXECUTIVE SUMMARY

The applicant is requesting to rezone the subject parcel, containing approximately 1.8 acres of residentially zoned property, from its current zoning of R-1-7.5 (Single-family) to R-O (Residence-office). Applicant notes in their application that the current property owners are wishing to rezone the property in order to later sell the property for its "highest and best use." This subject parcel currently contains a single-family home with accessory structures, which would still be conforming after the rezoning. The applicant states within their application that there are no current plans for any development on the subject site. Applicant claims their justification for rezoning is due to a change in the neighborhood caused by an increase in commercial uses near the subject site. Upon staff review of the nearby area, staff noted that while there had been an increase of commercial uses nearby, such as Pilger Title office, Hill Crest Dental Group office, and Coastal Realty Group office, these commercial uses were within commercial zoning districts, specifically in B-1 (Neighborhood-business) districts. Staff also noted that there have also been recent developments for residential uses to the east along Creel Circle. These mentioned developments include three Zoning Map Amendments, case #'s 2405PC063, 2405PC066, and 2407PC099, which were heard by, and approved by, city council earlier this year. Upon review of the 2002 Comprehensive Plan, the subject site was to remain

Technical Report

Zoning Map Amendment

residential zoned, which would be in conflict with the applicant's request, despite the request continuing the existing zoning from the parcel directly south of the subject site.

Any approval should consider these conditions:

1. Rezoning will require City Council approval. Planning Commission can only give recommendation.

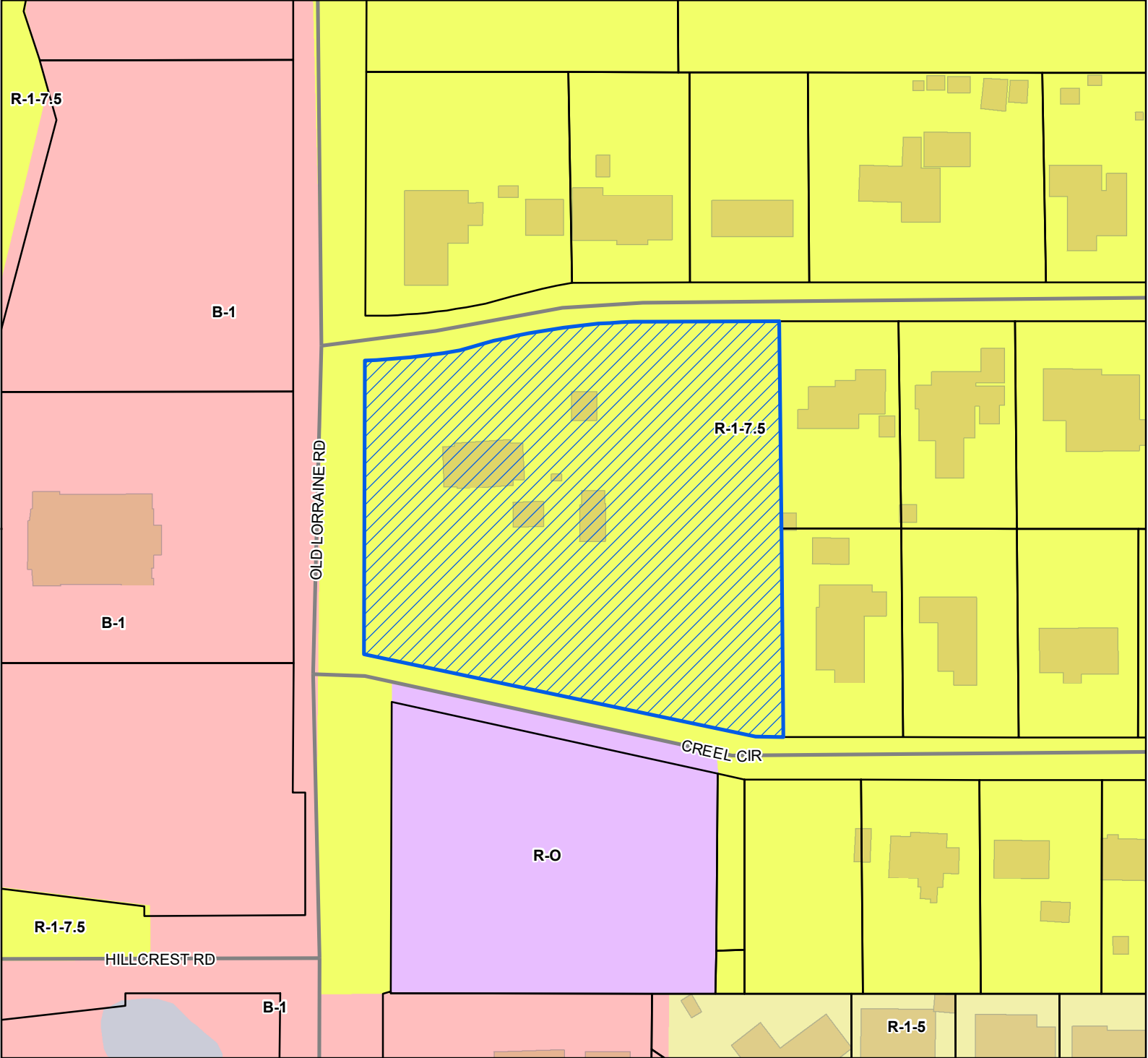
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Holmes

Director of Urban Development Department

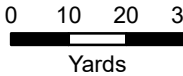


Site
 Site
 Street
 Parcels
 Buildings
 Water Features
 City Limit

Zoning

- B-1 - Neighborhood Business District
- R-1-5 - Single Family Residence District (Medium Density)
- R-1-7.5 - Single Family Residence District (Low Density)
- R-O - Residence-Office

Site Information
 1009L-02-018.000
 Zoning: R-1-7.5 (Single Family)
 Size: 1.8 acres
 Flood: X



1 inch = 100 feet



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



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

For Staff Use Only

Case File #: 2409PC144
Date Received: 8/7/2024
Receipt #: 12876792
Received By: [Signature]
Zoning: R-1-7.5
Ward: 5 Flood: X
Size: 1.8 acres

**APPLICATION FOR ZONING MAP
AMENDMENT/LAND USE
RECLASSIFICATION (SMARTCODE)**

Property Information

TAX PARCEL #

1	0	0	9	L	-	0	2	-	0	1	8	•	0	0	0
					-			-				•			
					-			-				•			

(If necessary, use separate sheet of paper)

Address of Property Involved: 9298 OLD LORRAINE RD.

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

General Location: N.E. INTERSECTION OF OLD LORRAINE RD & CREEL CIR.

GENERAL DESCRIPTION OF REQUEST:

REZONE SUBJECT PROPERTY FROM R-1-7.5 TO R-O.

OWNERSHIP AND CERTIFICATION:

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

OWNER

AGENT

ESTATE OF ALFRED C. CREEL

Printed Name Of Owner

9298 OLD LORRAINE RD.

Mailing Address

GULFPORT MS 39503

City

State

Zip code

228-669-9176

Home Phone

Work/Cell Phone

dwighthrp@aol.com

Email

[Signature]

Signature Of Owner

HEINRICH ASSOCIATES

Printed Name Of Agent

1800 23RD AVE. STE. B

Mailing Address

GULFPORT MS 39501

City

State

Zip code

228-896-6768

Home Phone

Work/Cell Phone

bobby.h@heinrichassociates.net

Email

[Signature]

Signature Of Agent

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



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

Estate of Alfred C. Creel
Elizabeth J. Martin – Executrix of Estate
P.O. Box 7694
Gulfport, MS 39506

August 5, 2024

City of Gulfport
Planning Department
1410 24th Ave.
Gulfport, MS 39501

RE: **Agent Letter for**
Estate of Alfred C. Creel and Elizabeth J. Martin
Tax Parcel No. 1009L-02-018.000
Gulfport, Mississippi

To Whom It May Concern:

Please allow this letter to serve as official notice that **Robert Heinrich** of *Heinrich & Associates, LLC*, is authorized to act as agent on behalf of **the Estate of Alfred C. Creel and Elizabeth J. Martin – Executrix of Estate** in any Planning Commission or City Council matters.

If you have any questions, please do not hesitate to contact me.

Sincerely,

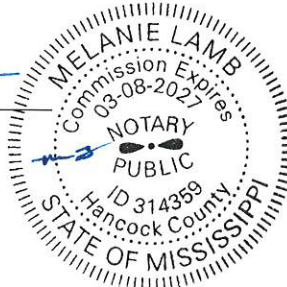




Notary

My Commission Expires:

03-08-2027



SUPPLEMENTAL INFORMATION for RE-ZONING from R-1-7.5 TO R-O

**Located at the NE Intersection of Old Lorraine Rd. and Creel Cir.
City of Gulfport, First Judicial District of Harrison County, Mississippi**

Tax Parcel No: 1009L-02-018.000

General Description of Request: The owners wish to rezone the property from R-1-7.5 to R-O due to the "change of character of the neighborhood" and "a public need". The property contains approximately 1.8 acres and is near a major corridor that has seen substantial growth in recent years. Commercial uses have expanded in this area to the west and south of the subject property; more specifically, Hill Crest Dental, Coastal Tile, Pilger Title, proposed Lemon-Mohler Insurance, proposed J'Anna Bergmann Salon, proposed real estate office, and a recently, a rezone was approved across Highway 605 south of Hillcrest Dr. Small businesses are in search of commercial properties in this area. If this request is granted, it will be consistent with the demands for expanded services and amenities in the area. Also, this rezone will be continuation of R-O that was recently rezoned directly to the South.

1. Interest:

The official name and address of the applicant for this application is as follows:

Estate Of Alfred C. Creel
Elizabeth J. Martin (Executrix of Estate)
P.O. Box 7694
Gulfport, MS 39506
(228) 669-9176

The official name and address of the applicant's agent for this application is as follows:

Heinrich & Associates, LLC
1806 23rd Ave., Ste B
Gulfport, MS 39501
228-896-6768

The subject property is currently zoned R-1-7.5 per the Official Zoning Map of the City of Gulfport. It is generally located at the Northeast intersection of Old Lorraine Road and Creel Cir. The request involves the re-zoning the subject parcel from R-1-7.5 to R-O. The property has an existing home and workshop that is habitable. There are no plans to develop the property at this time. The family wishes to rezone the

property for its highest and best use in order to sell and divide the profits between the family members.

Primary access will be provided from Old Lorraine Road and Creel Cir. from the north and south. The proposed rezone will generate additional tax base for the City of Gulfport, Harrison County and Harrison County Schools.

Water and sewer connections are available by the City of Gulfport.

2. Development Schedule:

There is no development schedule at this time.

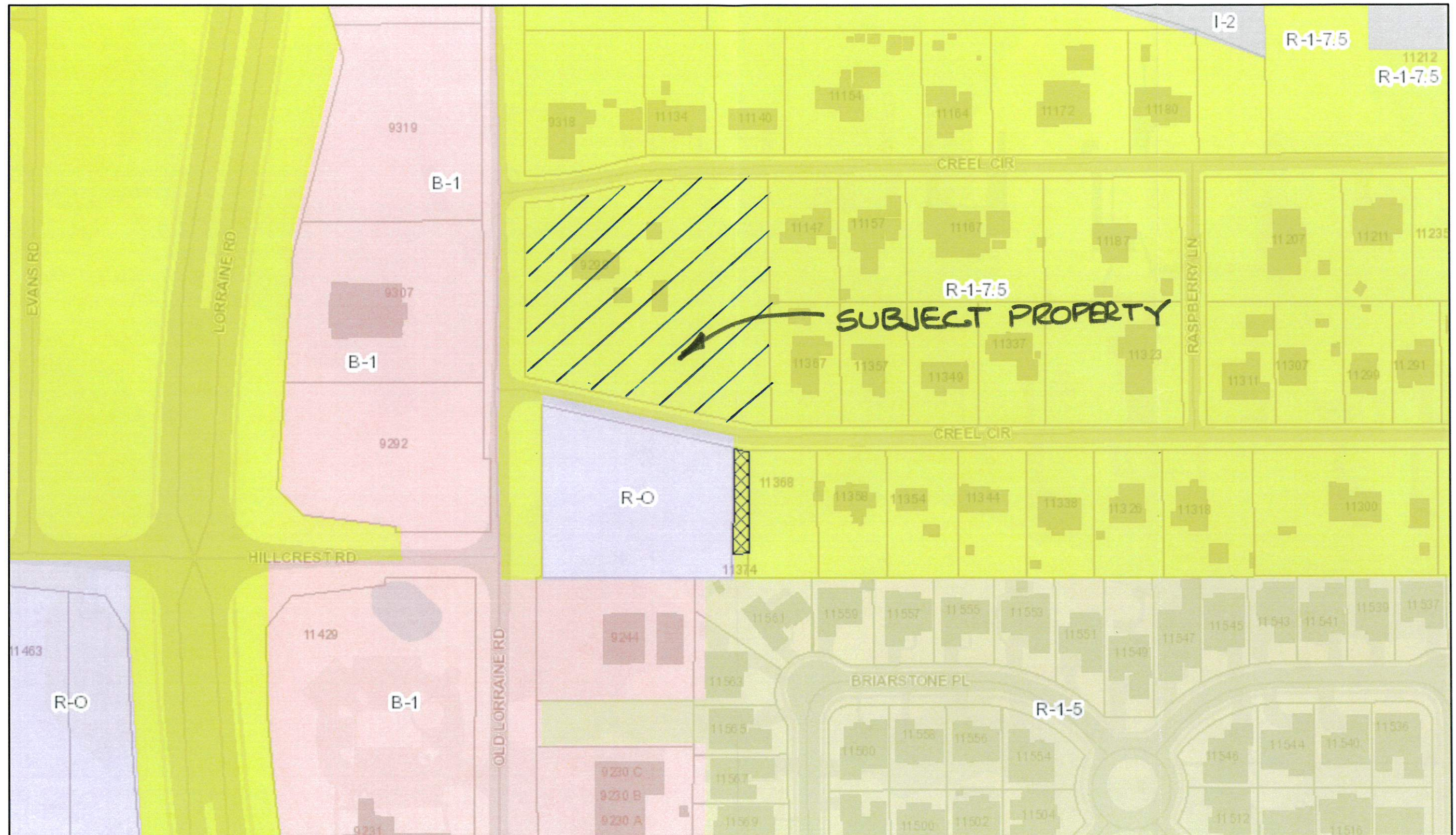
3. Effects of Amendment:

The proposed zoning will be consistent with the contiguous property to the south and recent businesses that have been constructed. There will be no direct effect granting this zoning change in the neighborhood.

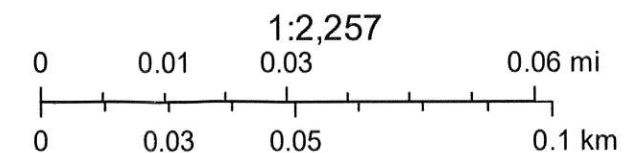
4. Error:

This request is not due to an error.

City of Gulfport

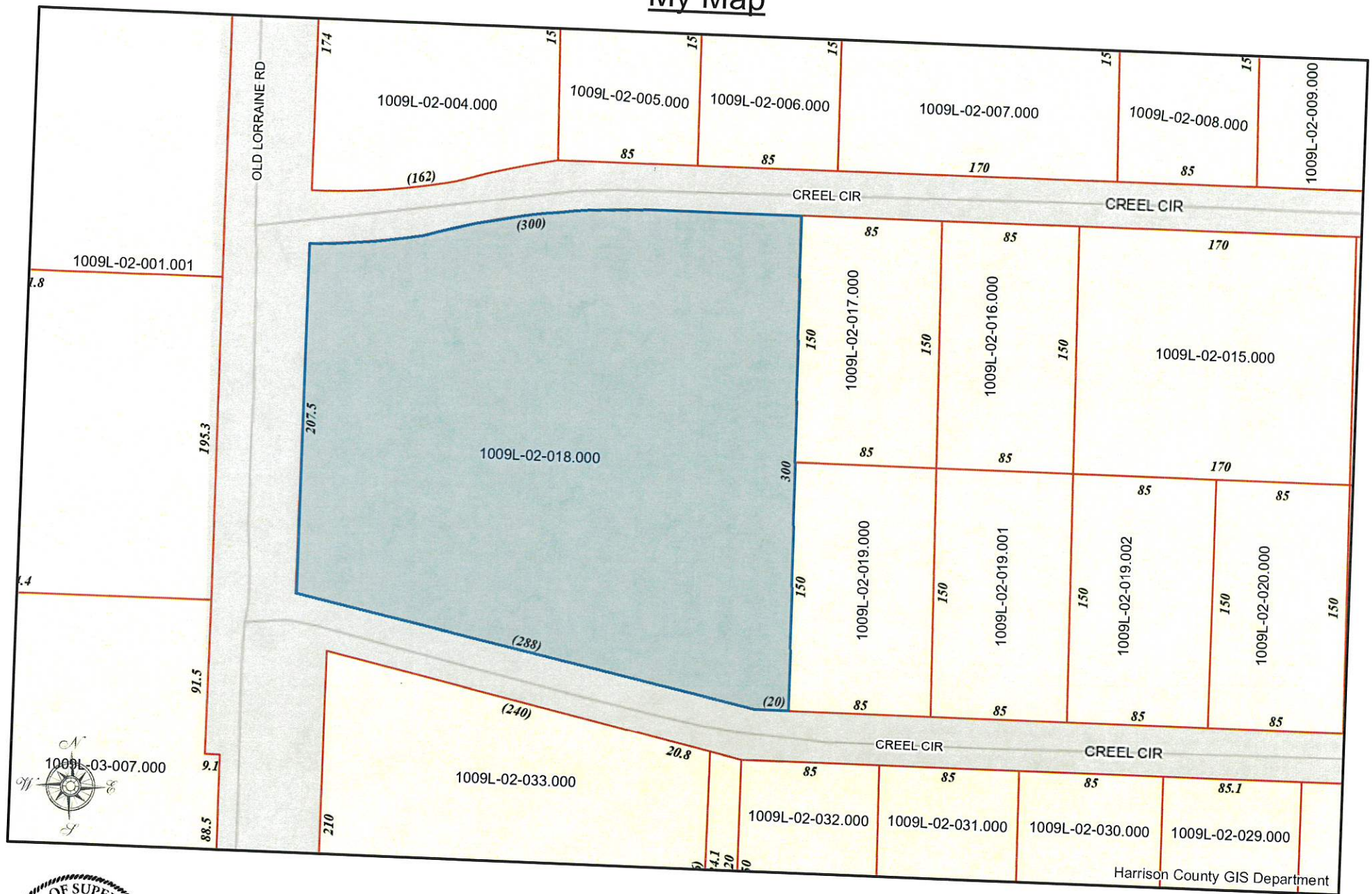


8/6/2024, 2:14:26 PM



City of Gulfport GIS Department, Esri Community Maps Contributors, MARIS, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

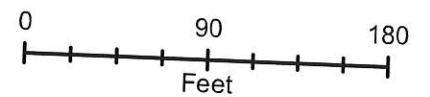
My Map



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.

MAP DATE: August 6, 2024



Harrison County GIS Department

2023 Landroll Information

CREEL ALFRED C -ESTATE-
9298 LORRAINE RD GULFPORT, MS 39503

Physical Street Address:
9298 OLD LORRAINE RD

Parcel #:	PPIN	Tax District	Homestead Exp.	Judicial Dist.		
1009L-02-018.000	55878	5G		1		
Supervisor District:		Subdivision:				
5						
Exemption Code						
Non-Exempt						
Section	Township	Range				
19	07	10				
Instrument Number(s)						
0752/0526						
Acres	Land Value	Improvements	Total Value	Assessed Value		
0	59400	29339	88739	13311 13310.85 / 0		
Legal Description						
BEG AT NW COR OF S1/2 OF SE1/4 OF NW1/4 & RUN E 60 FT TO E LINE OF LORRAINE RD S 204 FT TO S LINE OF A ROAD FOR BEG NE 164.2 FT E 148.6 FT S 300 FT TO N LINE OF S LINE OF A ROAD NW ALONG RD 316.5 FT TO E LINE OF LORRAINE RD N 207.5 FT TO						

e-RECORDED ORIGINAL



1st JUDICIAL DISTRICT
INSTRUMENT 2023-0025845-D-J1
FILED/RECORDED 12/27/2023 2:20:01 PM
TOTAL FEES \$28.00
7 PAGES RECORDED

Prepared by:
Schwartz, Orgler, Jordan & Williams, PLLC
2137 E. Pass Road, Ste. B
Gulfport, MS 39507
(228) 388-7441
Our File No. B22-0935

Return to:
Schwartz, Orgler, Jordan & Williams, PLLC
2137 E. Pass Road, Ste. B
Gulfport, MS 39507

INDEX: S ½ of the SE 1/4 of the NW 1/4 of Section 19, Township 7 South, Range 10 West

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

EXECUTRIX'S DEED

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I,

Elizabeth J. Martin,
Executrix of the Estate of Alfred C. Creel, Deceased
P.O. Box 7694
Gulfport, MS 39506
228-669-9176

pursuant to authority granted in the Order Waiving First and Final Accounting, For Distribution of Assets and Discharge of the Executrix entered on November 28, 2023 in Cause No. 22-2364-JP, and attached hereto as Exhibit "A", does hereby sell, convey and transfer unto:

Elizabeth Joann Johnson Martin
Archie Leander Creel
Charles Wesley Creel, Jr.
P.O. Box 7694
Gulfport, MS 39506
228-669-9176

the following described property, together with the improvements situated thereon being located and situated in Harrison County, First Judicial District, Mississippi:

The following described lot or parcel of land situated and being in the S ½ of the SE 1/4 of the NW 1/4 of Section 19, Township 7 South, Range 10 West, to wit:

Beginning at the NW corner of the said S ½ of the SE 1/4 of the NW 1/4 of said Section 19, and run thence East 60 feet to what was the East margin of Lorraine Road. and run thence South 204 feet to the point of intersection of said Lorraine Road and the South line of North Creel Circle for the point of beginning and the Northwest corner of the lot of land herein conveyed; from said point of beginning run

thence Northeasterly along the South margin of Creel Circle a distance of 164.2 feet; running thence East continuing along the North margin of said Creel Circle a distance of 148.6 feet; running thence South a distance of 300 feet to the North line of South Creel Circle; running thence Westerly or Northwesterly along the North margin of said roadway known as Creel Circle a distance of 316.5 feet to the East margin of said Lorraine Road; running thence North 207.5 feet to the Point of Beginning. Being bounded on the West by Lorraine Road, on the North by the roadway known as North Creel Circle, and on the South by the roadway known as South Creel Circle. Being the same land conveyed by Justine Hofer Creel to James A. Creel by deed dated December 2, 1970 recorded in Deed Book 726 Page 257-8 of Harrison County, Mississippi. Less and except any of the above described property conveyed by the Decedent during his lifetime.

THIS CONVEYANCE is made subject to any and all recorded restrictive covenants, rights-of-way, easements and prior reservations of oil, gas and mineral rights.

AD VALOREM TAXES for the current year and subsequent years are to be paid by Grantees.

IN WITNESS WHEREOF, Elizabeth J. Martin, Executrix of the Estate of Alfred C. Creel, Deceased, has caused this conveyance to be executed in her representative capacity, after having first been duly authorized to do so, on this the 22nd day of December, 2023.

ESTATE OF ALFRED C. CREEL, DECEASED

BY: Elizabeth J. Martin
ELIZABETH J. MARTIN, EXECUTRIX

"TITLE NOT EXAMINED, NOR REQUESTED"

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named Elizabeth J. Martin, who acknowledged that she is the Executrix of the Estate of Alfred C. Creel, Deceased, and that in said representative capacity she executed the above and foregoing instrument, after first having been duly authorized so to do.

WITNESS MY SIGNATURE this 22nd day of December, 2023.

Victoria Davenport
NOTARY PUBLIC

My Commission Expires:



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

FILED
NOV 28 2023

John MoAdams, Chancery Clerk

By _____

D.C.

IN THE MATTER OF THE ESTATE OF
ALFRED C. CREEL, DECEASED

ELIZABETH J. MARTIN, PETITIONER

CAUSE NO.22-2364-JP

**ORDER WAIVING FIRST AND FINAL ACCOUNTING
FOR DISTRIBUTION OF ASSETS & DISCHARGE OF EXECUTRIX**

This cause came on to be heard this date on the Petition of Elizabeth J. Martin, Executrix and a beneficiary of the Estate of Alfred C. Creel, Deceased, praying that this Court approve the Petition to Waive First and Final Accounting, for Distribution of Assets and Discharge of Executrix and the Court having heard and considered said Petition and being fully advised in the premises finds the relief requested should be granted. The Court hereby finds as follows to-wit:

1.

That on the 10th day of July, 2022, Alfred C. Creel, late of Harrison County, Mississippi, departed this life in Gulfport, Mississippi, and at the time of his death he maintained a fixed place of residence at Gulfport, Harrison County, Mississippi.

2.

The Court further finds that the Petitioner is the duly qualified and acting Executrix of the Estate of Alfred C. Creel, Deceased, having been appointed by Decree entered herein on November 15, 2022, and Letters Testamentary having issued to Petitioner on December 6, 2022.

3.

The Court finds that in accordance with the requirements of law, Notice to Creditors was published in the Sun Herald, a newspaper of general circulation in the First Judicial District of

Harrison County, Mississippi, on December 16, 2022, December 23, 2022 and December 30, 2022, as evidenced by the Proof of Publication on file with the Clerk of this Court and the time within which claims may be probated against the estate of the Decedent has expired. The Court further finds that the Executrix has made a diligent search and inquiry into the debts of the Decedent and has notified all creditors to file timely claims with this Court. The Court finds that the Affidavit of the Executrix is on file with the Clerk of this Court.

4.

The Court finds that there are no outstanding bills or claims against the estate of the Decedent except for attorney fees and reimbursement of costs incurred by the attorneys for the estate and the time within which claims might be probated against the Estate of the Decedent has expired. The Court further finds that any other claims would now be barred by the applicable statute of limitations.

5.

The Court finds that the final income tax returns to the State of Mississippi and to the Internal Revenue Service have been filed and no taxes are due and payable to said parties from the Decedent. The Court further finds that an estate tax return was not required to be filed due to the limited assets of the estate and no estate taxes were due based upon the existing exemptions in place at the time of the Decedent's death.

6.

The Court finds that at the time of his death the Decedent owned certain real property located in the First Judicial District of Harrison County, State of Mississippi, commonly known as Harrison County Ad Valorem Tax Parcel No. 1009L-02-018.000, and being more particularly described as follows:

9.

The Court further finds that the Decedent made various specific bequests set forth in Article ~~II - Article V, and the same have been previously received by said beneficiaries.~~ Article VI of the Decedent's Last Will and Testament the

10.

The Court finds that pursuant to Article VI of the Decedent's Last Will and Testament the Decedent devised and bequeathed any real property he owned at the time of his death to Elizabeth Joann Johnson Martin, Archie Leander Creel and Charles Wesley Creel, Jr..

11.

The Court finds that pursuant to Article VII of the Decedent's Last Will and Testament the Decedent devised and bequeathed all of his residuary estate to Charles Wesley Creel, Jr..

12.

The Court finds that the Petitioner has completed the administration of the estate and the estate should now be closed after distribution of said assets made.

13.

The Court finds that the Decedent's Last Will and Testament waived the requirement for any formal accounting and a waiver of the same is requested by the parties.

14.

The Court finds that the prior actions of the Executrix in this proceeding should be ratified and confirmed. It is therefore,

ORDERED, ADJUDGED AND DECREED, that the Petition to Waive First and Final Accounting, for Distribution of Assets and Discharge of Executrix is hereby received and approved. It is further,

ORDERED, ADJUDGED AND DECREED, that the requirement for filing of a first and final accounting is hereby waived. It is further,

ORDERED, ADJUDGED AND DECREED, that the requirement for further inventory, appraisals and reports is hereby waived in that the same were waived by the Last Will and Testament. It is further,

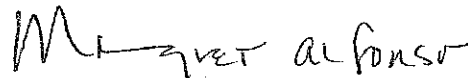
ORDERED, ADJUDGED AND DECREED, that payment of attorney fees and reimbursement of expenses to the law firm of Schwartz, Orgler, Jordan & Williams, PLLC, in the amount of \$ 3,015.38 ⁱⁿ is hereby approved. It is further,

ORDERED, ADJUDGED AND DECREED, that the acts of the Executrix in this cause are hereby ratified. It is further,

ORDERED, ADJUDGED AND DECREED, that the distribution of the assets to the beneficiaries of the Decedent pursuant to the Last Will and Testament of the Decedent is hereby authorized. It is further,

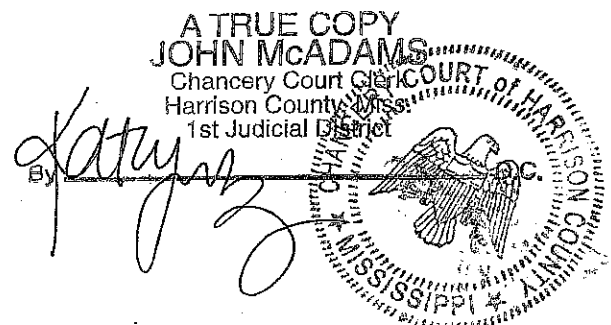
ORDERED, ADJUDGED AND DECREED, that after payment of the administrative expenses and costs the Executrix shall stand fully discharged. It is further,

ORDERED, ADJUDGED AND DECREED, this 28 day of November, 2023.


CHANCELLOR


PREPARED & PRESENTED BY:
JORDAN R. MATHEWS, ESQ. - MSB#105210
SCHWARTZ, ORGLER, JORDAN & WILLIAMS, PLLC
2137 E. Pass Road, Ste. B
Gulfport, MS 39507
(228) 388-7441
jordan@sojlaw.net



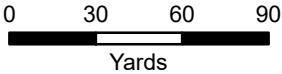


Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		1009L-02-018.000	ESTATE OF ALFRED C. CREEL (OWNER)	9298 OLD LORRAINE RD	GULFPORT	MS	39503
			HEINRICH & ASSOCIATES (AGENT)	1806 23RD AVE. STE B	GULFPORT	MS	39501
			Adjacent Property Owners (2409PC144)				
	83160	1009L-02-004.000	BALL LINA L	9318 OLD LORRAINE RD	GULFPORT	MS	39503
	55871	1009L-02-006.000	SWAREK THOMAS L	1261 PASS ROAD	GULFPORT	MS	39501
	55883	1009L-02-005.000	KEWLEY CHARLES W	11134 CREEL CIR	GULFPORT	MS	39503
	55905	1009L-02-007.000	RUSSELL KIM D	11154 CREEL CIR	GULFPORT	MS	39503
N	103061	1009L-02-033.002	HARRISON CO WASTEWATER MGMT				0
	55892	1009L-02-017.000	BULLOCK FELICIA D	11167 CREEL CIR	GULFPORT	MS	39503
	83163	1009L-02-019.000	RUCKMAN ROCKY	11367 CREEL CIR	GULFPORT	MS	39503
	55891	1009L-02-016.000	GARNER JUDY L	11157 CREEL CIR	GULFPORT	MS	39507
	55878	1009L-02-018.000	CREEL ALFRED C -ESTATE-	9298 LORRAINE RD	GULFPORT	MS	39503
	97618	1009L-02-019.001	CARROLL REVOCABLE TRUST	ANTHONY BRUCE SR & BARBARA CARF	LEAGUE CITY	TX	77573
	55903	1009L-02-031.000	SULLIVAN MARK K & PAMELA D	11358 CREEL CIRCLE	GULFPORT	MS	39503
	55882	1009L-02-030.000	CHIVAS JOHN F	11354 CREEL CIRCLE	GULFPORT	MS	39503
	55902	1009L-02-032.000	RUCKMAN ROCKY FRED	11367 CREEL CIR	GULFPORT	MS	39503
	55904	1009L-02-033.000	BERGMANN CARY & TELLYE J'ANNA	12541 SOUTH LAKE FOREST DR	GULFPORT	MS	39503
	103060	1009L-02-033.001	GULFPORT CITY OF	2309 15TH ST	GULFPORT	MS	39501
	137970	1009L-02-001.001	D'ANGELO MATTHEW & AMANDA	2026 IVY CT	BILOXI	MS	39532
	83166	1009L-03-007.000	PROSPERITY ISLAND LLC	806 WASHINGTON AVE	OCEAN SPRINGS	MS	39564
N	148012	1009L-03-007.001	PROSPERITY ISLAND LLC	806 WASHINGTON AVE	OCEAN SPRINGS	MS	39564
	82541	1009L-02-002.000	CLARK V A	P O BOX 3327	GULFPORT	MS	39505
	82540	1009L-02-003.000	NORTON MARIA E & JAMES H	9332 OLD LORRAINE RD	GULFPORT	MS	39503



Legend

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



1 inch = 200 feet



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



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
36845	589782	Print Legal Ad-IPL01926840 - IPL0192684		\$87.70	2	45 L

Attention: Matilda Welch

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

accountspayable@gulfport-ms.gov

LEGAL NOTICE

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, September 26, 2024 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2407PC100, by owner Prasant Patel, seeking approval for convenience store use - Tax Parcel 1008M-01-007.000 - Located at 11268 Lorraine Road (Zoned B-2 (General-Business)) - Ward 6

Planning Commission Approval 2409PC131, by owner Hecto Services Inc, seeking approval for a cabinet and carpenter shop use, Tax Parcel 0810N-03-037.000, 2815 22nd Avenue, Zoned B-2 (General-Business), Ward 3

General Plan 2409PC133, by agent Dennis Stieffel, seeking approval for a 41-lot subdivision (Oak Landing, Phase 2), Tax Parcels 1008G-02-130.000, 1008G-02-130.001, 1008J-02-001.000, Ollie Road, Zoned R-1-10 (Single-family), Ward 6

Planning Commission Approval 2409PC136, by owner Otis T Ellis, seeking approval for a mobile home use, Tax Parcel 0810E-05-009.000, 4223 Michigan Ave, Zoned R-1-5 (Single-Family), Ward 3

Special Exception 2409SE140, by agent Johnathan Tate Jr., seeking approval for a daycare use, Tax Parcel 0810N-04-001.000, 2301 31st Street, Zoned B-2 (General-Business), Ward 3

General Plan 2409PC145, by agent Robert B. Heinrich, seeking approval for a 9 lot subdivision with one outparcel, Tax Parcel 0808H-02-095.000, 12115 Three Rivers Road, Zoned R-1-10 (Single-family), Ward 6

General Plan 2409PC146, by agent Robert B. Heinrich, seeking approval for a 23 lot subdivision with one outparcel, Tax Parcel 0907J-01-001.005, Three Rivers Rd, Zoned R-B (Residence-business), Ward 6

Zoning Text Amendment 2407PC094, by City of Gulfport Administration, to amend Appendix D (Smartcode) at 5.4.11a and 5.4.11b both at building setback to delete the 6-foot maximum side yard setback

Zoning Text Amendment 2409PC129, by City of Gulfport Urban Development, to amend Appendix A to the Code of Ordinances to remove certain duties from the Building Code of Planning Director and assign those duties to the Planning Administrator.

Zoning Map Amendment 2409PC144, by agent Heinrich & Associates LLC, requesting to rezone to R-O (Residence-Office), Tax Parcel 1009L-02-018.000, 9298 Lorriane Rd, Zoned R-1-7.5 (Single-Family), Ward 5

This the 4th day of September 2024

Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0192684
Sep 11 2024

PUBLIC HEARING

STATE OF MISSISSIPPI COUNTY OF HARRISON

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

1 insertion(s) published on:

09/11/24

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

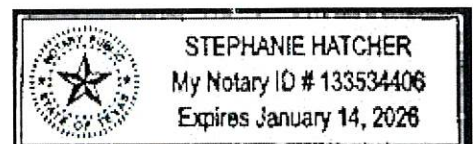
Mary Castro

Sworn to and subscribed before me this 12th day of September in the year of 2024

Stephanie Hatcher

Notary Public

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



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



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

APPLICATION FOR GENERAL SUBDIVISION PLAN

Property Information

TAX PARCEL #

0	9	0	8	E

 -

0	1

 -

0	0	1

 •

0	0	1

For Staff Use Only

Case File #: 2312PC180Date Received: 11/7/23

Receipt #: _____

Received By: RG, SSZoning: T41, R-1-10Ward: 6 Flood: XSize: 47.9 acres

(If necessary, use separate sheet of paper)

Address of Property Involved: N/ALot(s) N/A, Block(s) N/A, Subdivision Florence GardensGeneral Location: South of Hawk Place, West of Music Street, North of Kinder Drive, East of Alphabet Road.

GENERAL DESCRIPTION OF REQUEST:

Divide the parcel into 19 lots for home development with 3 buffer/green space sides, and 2 large green spaces.

OWNERSHIP AND CERTIFICATION:

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

OWNER

Florence Gardens, LLC

Printed Name Of Owner
12321 Preservation Drive

Mailing Address

Gulfport MS 39503

City State Zip code
(228) 539-5039 (Office)

Home Phone Work/Cell Phone

ryan@florencegardens.com

Email

Signature Of Owner

AGENT

Brown, Mitchell & Alexander, Inc.

Printed Name Of Agent
131 Rue Magnolia

Mailing Address

Biloxi MS 35930

City State Zip code
(228) 436-7612

Home Phone Work/Cell Phone

nick@bmaengineers.com

Email

Signature Of Agent

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

☐

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

November 2, 2023

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

**RE: Authority to Act as Agent
Florence Gardens (Phase 12)
Tax Parcel No: 908E-01-001.001
Gulfport, Mississippi**

To Whom It May Concern:

This is to advise that Florence Gardens, LLC, currently owns property, more specifically located South of Hawk Place, West of Music Street, North of Kinder Drive, East of Alphabet Road.

With this letter, Florence Gardens, LLC, appoints Brown, Mitchell & Alexander, Inc., as its agents for the purpose of obtaining General Subdivision Plan approval with the City of Gulfport.

Sincerely,



Florence Gardens, LLC
12321 Preservation Drive
Gulfport, MS 39503
(228) 575-7738


NOTARY PUBLIC

STATE OF MISSISSIPPI

COUNTY OF HARRISON

I, Ryan Goldin, attest that there are no restrictive or prohibitive covenants prohibiting the division of property associated with **Tax Parcel No: 908E-01-001.001.**


FLORENCE GARDENS, LLC

DATE: 10-6-23

PRESIDENT
TITLE

SWORN TO AND SUBSCRIBED TO ME before this 6th day of November, 2023.


NOTARY PUBLIC



November 2, 2023

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

**RE: Covenants
Florence Gardens (Phase 12)
Tax Parcel No: 908E-01-001.001
Gulfport, Mississippi**

To Whom It May Concern:

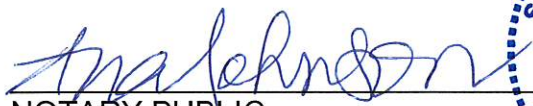
This is to advise that Florence Gardens, LLC, currently owns property, more specifically located South of Hawk Place, West of Music Street, North of Kinder Drive, East of Alphabet Road.

With this letter, Florence Gardens, LLC, declares that the covenants for the existing Florence Gardens subdivision will apply for this request.

Sincerely,



Florence Gardens, LLC
12321 Preservation Drive
Gulfport, MS 39503
(228) 575-7738



NOTARY PUBLIC





Michael Watson

SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
FLORENCE GARDENS, LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	690646
Status:	Good Standing
Effective Date:	08/14/2000
State of Incorporation:	Mississippi
Principal Office Address:	12321 PRESERVATION DR, 12321 PRESERVATION DR GULFPORT, MS 39503

Registered Agent

Name
Goldin, Martin
14231 Seaway Road
Gulfport, MS 39503

Officers & Directors

Name	Title
Martin Goldin	
12321 PRESERVATION DR	
GULFPORT, MS 39503	Member

Prepared By and Return to:
William C. Smith III
Roger W. Williams
WATKINS & EAGER PLLC
P.O. Box 650
Jackson, MS 39205
601-948-6470

Indexing Instructions:
Florence Gardens Phase 1-A, Plat Book 46 at Page 17
Florence Gardens Phase 1-B, Plat Book 47 at Page 8
Harrison County, Mississippi



FLORENCE GARDENS

Master Deed Restrictions

Florence Gardens, LLC, a Mississippi limited liability company to be known as the "Founder," establishes these Master Deed Restrictions ("Master Deed Restrictions") on the 31st day of March, year of 2006. These Master Deed Restrictions are filed in lieu and in place of the Declaration of Covenants, Conditions and Restrictions for Florence Gardens, which were filed in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi on July 19, 2005 as Instrument Number 2005 17258 D. The aforesaid Declaration of Covenants, Conditions and Restrictions for Florence Gardens is hereby cancelled and terminated and of no further force of effect. C A Brown Developments, Inc., a Mississippi corporation, L. J. & L. Enterprises, Inc., a Mississippi corporation, Joan Cravens, Inc., a Mississippi corporation, and Harbor Oaks, Inc., a Mississippi corporation, are each the Owners of Lots or Parcels in Florence

Gardens and have joined in the execution of these Master Deed Restrictions to indicate their agreement with and consent to the terms, conditions and provisions hereof and to bind and subject their property to these Master Deed Restrictions.

STATEMENT OF PURPOSE:

A. The Founder is developing upon real property in Harrison County, Mississippi, a new neighborhood development to be known as Florence Gardens. If all phases are completed, Florence Gardens would eventually comprise approximately 355 acres (the "Master Plan Area"), including the property described on Exhibit A.

B. This development is intended to establish pedestrian-friendly neighborhoods through the design of a range of lot sizes, narrower streets, sidewalks, and, in some areas, rear garage access through the use of alleys. Unlike typical suburbs which separate homes from businesses and force dependence on the automobile, the Florence Gardens design is intended to mix, in part, commercial and residential uses in a way which provides the essentials of life and enlivens the community.

C. Detailed guidelines, to be known as the Florence Gardens Design Standards, or simply the Design Standards, regulate setbacks, porches, outbuildings, building materials, construction and design and other matters essential for the creation of outdoor and civic spaces and an attractive neighborhood. Each Parcel owner, by constructing a building in accordance with the Florence Gardens Design Standards, helps form the outdoor spaces of this community, which will enhance the value of all property within Florence Gardens.

D. A community is formed when buildings are built and occupied. To establish a community of residents and to create a streetscape of buildings, rather than empty Lots, Founder wishes to require each Parcel owner to build a building within a certain time limit.

E. To ensure the proper application of the Florence Gardens Design Standards and to further the development of the community, Founder wishes to subject each deed for property within the Master Plan Area to certain deed restrictions, the acceptance of which, by acceptance of a deed, shall be considered to be part of the grantee's consideration for each Parcel.

F. While the rights reserved by this instrument shall initially be reserved to the Founder during the development period and until all of the Master Plan Area has been sold by Founder, it is intended that certain rights be conveyed to the Associations, so that the plan of architectural control will be continued throughout the lifetime of the community. The Development Period shall commence with the filing of the Master Deed

Restrictions and continues so long as Founder owns any property, Lot or Parcel in the Master Plan Area.

IMPOSITION OF DEED RESTRICTIONS:

The Founder hereby subjects to these deed restrictions all property within the Master Plan Area described on Exhibit A (and, in accordance with Section 1.2, any additional property which is subject to these Master Deed Restrictions), including each separately conveyable parcel ("Parcel") which has been platted or which shall be platted, and all common areas ("Commons") and limited common areas ("Limited Commons") created or to be created. These Deed Restrictions shall run with the land and be binding upon each owner of the Parcel, and the owner's heirs, successors and assigns (together, the "Owner") and upon the Association, whether or not these Deed Restrictions are individually recorded or noticed with each deed. All property within the Master Plan Area shall be sold, held and conveyed subject to the terms, conditions, rights, reservations and obligations set forth herein which shall run with the land and be binding on all parties owning any part, Parcel or Lot in Florence Gardens.

ARTICLE I: | Definitions

1.1 Generally. The following definitions apply wherever the capitalized terms appear in these Master Deed Restrictions or in any Declaration, unless the Declaration provides a definition specific to that Declaration. To aid in understanding the relationships between terms, terms are grouped functionally. Additional terms which apply only to one article or section will be defined as they appear.

1.2. Documents.

(a) Master Plan. The Master Plan is the plan or layout for the development of the Master Plan Area. The Master Plan is subject to change.

(b) Master Deed Restrictions. These Master Deed Restrictions, which apply to all deeds and conveyances granted within Florence Gardens, are intended to ensure the proper application of the Design Standards during the development stage and to impose other restrictions designed to further the development of Florence Gardens. The reference to a deed herein shall refer to a deed as the context may require.

(c) Declaration. Each "Declaration" shall be a Declaration of Charter, Easements, Covenants and Restrictions, which provides for the ongoing operation and

maintenance of a portion of Florence Gardens. The Neighborhood (as defined in 1.4 Land Definitions, below) will have its own separate Declaration, which will be recorded after these Master Deed Restrictions. Other portions of Florence Gardens, including mixed use and commercial development may have a separate Declaration as well. The "Declaration" does not refer to the Declaration of Covenants, Conditions and Restrictions for Florence Gardens recorded on July 19, 2005, which has been terminated and is of no further force or effect.

(d) Supplemental Declaration. A "Supplemental Declaration" is an instrument which may be recorded by the Founder, the Association or, with the approval of the Founder or the Association, the owner of the property, all in accordance with the applicable Declaration provision to make additional property subject to any such Declaration.

(e) Design Standards. The "Design Standards" or "Florence Gardens Design Standards," as further described below in Section 3.1, regulate land use, architecture and environment within Florence Gardens.

1.3 Parties.

(a) Founder. The "Founder" is Florence Gardens, LLC, a Mississippi limited liability company, its successors and assigns. The Founder may also be an Owner for so long as the Founder is record owner of any Parcel. Founder may also refer to Founder's successors and assigns if Founder so designates.

(b) Association. As further described in Section 1.6, the Neighborhood Declaration shall establish an "Association" whose members are the Owners of Parcels within the land subject to the Declaration. The Town Center Declaration may also establish an Association or other management entity. Each Association may accept title to and own land within the Master Plan Area designated as Commons and be responsible for maintaining it and enforcing the Declaration. It is contemplated that there may be other Associations including, but not limited to condominium Associations. The term "Association" herein may refer to both the singular and the plural, as the case may be.

(c) Owner. "Owner" is the record owner, whether one or more persons or entities, of the fee simple title to any Parcel or Lot. Owners shall not include those having such interest merely as security for the performance of an obligation.

1.4 Land Definitions.

(a) Florence Gardens. "Florence Gardens" is all of the property made subject to the Master Deed Restrictions. Florence Gardens initially comprises the Master Plan Area; however, additional land may be added at any time in accordance with the terms of the Master Deed Restrictions.

(b) Master Plan Area. The "Master Plan Area" comprises approximately 355 acres, including the property described as Exhibit A to these Master Deed Restrictions, intended for development as a single, unified traditional neighborhood development.

(c) Neighborhood. The "Neighborhood" shall be the primarily residential District of Florence Gardens, which shall be subject to the Neighborhood Declaration sometimes referred to as the Declaration of Charter, Easements, Covenants and Restrictions for the Residential Neighborhood.

(d) District. A "District" is a general type of land use within the Master Plan Area such as Neighborhood (residential) and Town Center (mixed used and commercial). Other Districts may include apartments, condominiums or other land uses. Each District may be subject to a separate Declaration at the sole option of the Founder.

(e) Town Center. The "Town Center" or other name that is adopted by the Founder is intended to be the mixed-use and commercial District of Florence Gardens and, if developed, may be subject to a separate Declaration at the sole option of the Founder.

(f) Commons. "Commons" or "Common Areas" comprises real property or property interests within the Neighborhood, Town Center or other Districts designated as Commons, Common Areas or identified as common area on any plat or specifically conveyed to the Association, for the common use and enjoyment of all Owners. Commons also include any improvements on that real property, all utilities, utility easements and other easement rights or personal property for the Owners' common use, and any other property of any type specifically designated as Commons.

(g) Limited Commons. "Limited Commons" or "Limited Common Area" is a particular type of Commons which comprises real property within a District designated on a plat or specifically conveyed to the Association for the common use and enjoyment of only certain Owners of Lots located adjacent to the Limited Common Area. The Association agrees to maintain, or is required by the Declaration to maintain, such Limited Common Area and shall assess the affected Lot Owners only for the cost of maintenance of said Limited Common Area. Said affected Lot Owners shall pay the cost of maintenance of same as a form of Special Assessment.

(h) Zone. "Zones" are smaller contiguous areas within Florence Gardens of distinct character, building type or within a specific location. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone. Zones will be established or created at the sole discretion of the Founder.

(i) Lot. A "Lot" is a parcel of land intended for a single building, or a building and an outbuilding. Ordinarily, Lots are designated as numbered or lettered, separately identifiable parcels on the recorded subdivision plat of Florence Gardens, or, for unplatted areas, as shown on a site plan of property offered for sale as a part of Florence Gardens. A Lot may contain condominiums, apartments, commercial or other mixed use designations whose owners may form their own association.

j) Parcel. A "Parcel" is the smallest portion of land which may be separately conveyed. Most Parcels will be designated as numbered, separately identifiable Lots on the recorded subdivision plat which encompasses the Parcel. Once improved, the Parcel includes any buildings or other permanent improvements. Each condominium unit shall be considered a Parcel; if a portion of the building has not been declared into condominium ownership, that portion of the building shall be considered an additional Parcel.

The Founder may redefine Parcels prior to sale to third parties by dividing or combining Parcels or portions of Parcels or adjusting the boundary of a Parcel. The Founder may designate Parcels for residential, commercial, mixed use, condominium or other such land use.

(k) Property. "Property" as used sometimes herein shall be the land subject to these Master Deed Restrictions as same may be amended from time to time. The initial Property is described on Exhibit "A" attached hereto and made a part hereof by reference. The Property size and configuration may be amended by annexation, sale, addition, supplement or deletion in the discretion of Founder.

(l) Special Use Parcel. A "Special Use Parcel" is a Parcel of unconventional size, shape, location or use which calls for special design considerations. Typically, a Special Use Parcel will be used for commercial, educational or institutional purposes, multi-family residential or community or recreation facilities. Other uses are permissible in the discretion of the Founder.

(m) Residential Unit. A "Residential Unit" is any separate dwelling and ordinarily includes a kitchen. A Residential Unit shall include a detached single-family home, townhouse or other attached dwelling (such as each half of a duplex unit), an

apartment or condominium unit, and a residential dwelling within a mixed-use building. Residential Units may be established at the discretion of the Founder.

(n) Condominium. "Condominium" means that form of ownership of property under which units of improvements are subject to ownership by different owners and there is appurtenant to each unit as part thereof an undivided share in the common areas. The Founder for itself and its successors and assigns may establish Parcels or Lots as condominiums in any Zone or District.

(o) Fines. "Fines" or fines constitute a lien and are enforceable in the same manner as assessments.

1.5 Design Review Definitions.

(a) Design Review Committee. The "Design Review Committee" is the panel established by these Master Deed Restrictions to administer the Design Standards.

(b) Design Standards. The "Design Standards" establishes the plan for the development of Florence Gardens through its regulation of land use, architecture and environment, as further described in Section 3.1. The Design Standards do not need to be recorded to be effective but shall be available from the Design Review Committee. The Design Standards may be changed from time to time by the Founder or the Design Review Committee.

(c) Development Period. The Development Period begins immediately upon recording of this instrument and continues until

(i) six months after the Founder neither owns any of Florence Gardens nor holds any property for sale within Florence Gardens in the normal course of business; or

(ii) the Founder terminates its rights concerning the Development Period by written, recorded notice.

During the Development Period, the Founder shall select the members of the Design Review Committee, and shall have the right to amend, alter and change the Master Deed Restrictions or any other document, Declaration, rule, or guideline at any time without the consent of any person, party or entity.

1.6 Association Definitions.

(a) Association. Any District Declaration shall each establish an entity to maintain the portion of the Commons contained within the area made subject to the

respective Declaration, and to enforce the Declaration. To accomplish this each District Declaration shall establish an "Association" whose members are the Owners of Parcels within the land subject to that Declaration. The Town Center Declaration or other commercially oriented Districts may establish either an Association or a management entity. When used in this instrument, the term "Association" may include such an entity, unless the context requires otherwise. The name of the Association is as provided in the applicable Declaration.

(b) Member. Each Owner is a "Member" of the Association, as provided in the Declaration.

(c) Board. "Board" is the Board of Directors of the Association.

(d) Articles. "Articles" are the Articles of Incorporation of the Association.

(e) Bylaws. "Bylaws" are the Bylaws of the Association.

(f) Community Meeting. The "Community Meeting" is the public meeting of Members for discussion and voting, as described in the applicable Declaration.

(g) Assessments. "Assessments" is the collective term for the following Association charges:

(i) General Assessment. The "General Assessment" is the amount allocated among all Members to meet the Association's annual budgeted expenses.

(ii) Individual Parcel Assessment. An "Individual Parcel Assessment" is a charge made to a particular Parcel Owner for charges relating only to that Parcel, or for Zone charges.

(iii) Special Assessment. A "Special Assessment" may be charged to each Parcel for capital improvements or emergency expenses.

(iv) Other Assessments. Other Assessments may be charged as provided in these Master Deed Restrictions or in the applicable Declaration.

ARTICLE II: | Development
Plan

2.1 Mixed Use.

(a) Separate Declarations. The Founder intends to develop residential, condominium, rental apartment, mixed-use and commercial Districts within the Master Plan Area, all of which are intended to be an integral part of the community. These Districts will each be submitted and subject to separate Declarations to provide a standard of maintenance, to adopt covenants and restrictions for use of the property, to establish budgets, and to establish for each an Association or other management entity.

(b) Cooperation. Operation of Florence Gardens will require cooperation between the District Associations or other management entities including any merchants' associations, if any. It is anticipated that the entities will meet on a regular basis to discuss activities and common concerns.

2.2 Property Subject to Master Deed Restrictions.

(a) Initial Property. Property subject to these Master Deed Restrictions shall be known as "Florence Gardens," and shall consist initially of the Master Plan Area.

(b) Additional Property. The Founder may, from time to time in its sole discretion, add any qualified property to Florence Gardens ("Additional Property") by the recording of a supplemental instrument submitting the qualified property to these Master Deed Restrictions. Any of the following properties, if owned by the Founder, or a related or affiliated entity (or with the consent of the owner and the Founder), shall be considered "Qualified Properties":

(i) property, any portion of which is within one mile of any portion of Florence Gardens, whether or not contiguous (including property separated from Florence Gardens by a public street, body of water or other property); or

(ii) any other property with a reasonable relationship to Florence Gardens as determined by Founder.

(c) Withdrawal of Property. Property may be removed from these Master Deed Restrictions with the consent of the Founder and the owners of all property within the property to be withdrawn, along with any necessary governmental approvals.

2.3 Submission of Property to Declaration. The Founder intends that any property within Florence Gardens which is conveyed or leased to a party other than the Founder be made subject to a Declaration. If through error a Declaration is not recorded prior to, or at the time of, such a conveyance, the Founder shall have the right to record a corrective instrument imposing upon such property a plan for assessments and use restrictions consistent with that agreed between the parties in the purchase and sale

agreement or other instrument, or, if no such agreement exists, consistent with other similar property within Florence Gardens.

2.4 Master Plan. The Master Plan and conceptual drawings represent the current intent of the Founder for the development of Florence Gardens. However, the Master Plan and conceptual drawings are subject to change and may be modified based on market conditions, governmental or engineering requirements, changing land use conditions and other modifications which may be made as development progresses all at the sole discretion of Founder.

ARTICLE III: | Design Standards

3.1 Establishment of Design Standards. The Founder has established the Design Standards, which comprises the following, all as may be amended from time to time:

(a) The Architectural Regulations, which guide the design of buildings and other “vertical” improvements and describe the materials of which these improvements may be constructed; and

(b) Landscape Regulations, which regulate erosion control, stormwater detention, irrigation, landscape lighting, preservation of existing trees, the planting of new trees and plants, walkways, pathways, gardens and any other such “horizontal” improvements.

(c) Design Review Procedures which describe the review process for compliance with all of the above.

In addition, the Founder shall promulgate a Master Plan and the Founder and/or the Design Review Committee shall promulgate such other rules and regulations regarding setbacks, Lot coverage and other matters.

All construction within the Master Plan Area shall comply with the Design Standards in effect at the time of the submittal, unless a variance is granted as provided herein.

3.2 Permitted Uses. Permitted uses for Parcels, which may include residential use, civic use, recreational use or retail, office, mixed use, restaurants, schools, private clubs, hotels, bed and breakfasts or other commercial use, shall be determined based on the Design Standards and the terms of the applicable Declaration. At the Founder’s discretion, the Founder shall record the determination of permitted uses at the time of the Parcel’s addition to Florence Gardens, or at any time up to and including the time of conveyance of the Parcel to someone other than the Founder. If the Founder fails to make

such a determination of record, the Design Standards, or the approval of the building or modification under Article IV, may describe permitted uses. Uses may be revised by modification of the Design Standards in accordance with Section 3.4; however, no such modification shall require the removal or cessation of a legally existing use on a particular Parcel without the Parcel Owner's consent.

3.3 [Intentionally Deleted]

3.4 Modification of the Design Standards. With the consent of the Founder, the Design Review Committee may revise any part of the Design Standards from time to time for any of the following reasons:

- (a) To make changes which the Design Review Committee believes will better accomplish the objectives of Florence Gardens;
- (b) To include new materials or techniques deemed to be suitable to Florence Gardens;
- (c) To adjust for market conditions; or
- (d) To recognize changing land use conditions over time, both from within and outside Florence Gardens.

3.5 Applicable Governmental Codes. It is the intent of the Founder that the Design Standards be consistent with all applicable requirements of state and local law. In the event of a conflict, Founder and the Design Review Committee shall be afforded the opportunity to attempt to resolve the issue with the applicable agency and, if necessary, revise the Design Standards.

ARTICLE IV:		Review Procedure
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4.1 Design Review Committee. The Design Review Committee shall have a minimum of three members as follows:

- (a) Founder's Appointees. The Founder shall appoint all of the members during the Development Period, as defined in Section 1.5. Founder's appointees shall serve at the pleasure of the Founder.
- (b) Association's Appointees. At the sole discretion of the Founder during the Development Period, The Neighborhood, Town Center and any other District Associations may be permitted to appoint one or more members who are not affiliated with the Founder to the Design Review Committee. Such appointees, if permitted by Founder, shall vote on matters based upon the authority granted them by the Founder.

After the Development Period, assuming that a Town Center Association and other District Associations are formed, the Neighborhood Association shall appoint members to the Design Review Committee who are not Owners within the Town Center or any other Districts. The Neighborhood will retain the voting power of sixty percent (60%) of the total members of the Design Review Committee. The Town Center Association shall appoint members with the voting power of twenty percent (20%) of the total members' voting power. The other District Associations shall collectively by any method they agree appoint members with the voting power of twenty percent (20%) of the total members' voting power, each voting their respective percentages either as a block or by individual Association as they determine in their sole discretion. In the event that there is only other District Associations or the Town Center Association in effect at end of the Development Period, but not both, then the Neighborhood will retain the voting power of eighty percent (80%) until such time as there are either a Town Center or other District Associations established at which time the Neighborhood Association's voting power will be reduced to sixty percent (60%).

Any of the Town Center and District Associations may establish a Design Review subcommittee of the Design Review Committee that has powers established in this Article IV. Membership of the respective Design Review subcommittees must include the voting members of the Design Review Committee who are members of a District Association.

4.2 Construction Subject to Review.

(a) Parcels. Prior to construction, the Design Review Committee must review and approve construction plans, the contractor and/or builder, and specifications for all improvements on any Parcel within the Master Plan Area. No construction on any Parcel shall begin and no improvements on any Parcel shall be modified except in accordance with an approved plan. Once a plan is approved, any modification to that plan, or any modification to the finished Parcel, must also be reviewed and approved. Also, if following approval there is a change in designers, architects or builders, or the Parcel is sold to another party, then the new parties are subject to the same obligations as set forth herein and the new designer, architect or builder must be acceptable to the Design Review Committee.

(b) Commons. Construction of any structure upon the Commons (other than initial construction by the Founder), or modification of any existing structure, as well as any material alteration of the landscaping or topography of any Commons, must be approved in advance by the Design Review Committee.

(c) Scope. The Design Standards shall set standards for all aspects of the Parcel visible from the outside, including without limitation the size, shape and architectural style of the building, its roof, windows, doors, porches and other components, placement on the Lot, fences, walls, outbuildings, drainage, paving and landscaping and all finish materials. The Design Standards may also regulate the type, placement and number of residential or business units that may be constructed on a Parcel and the uses to which those units may be put. Review shall include materials and color selection and selection and placement of any ornamentation or functional accessories, including but not limited to the following:

- (i) materials and color selection for the main building and any outbuilding (including roof, doors, windows and trim);
- (ii) driveways, walks, patios and other ground surface materials;
- (iii) antennas, satellite dishes or receivers, solar panels or other devices which are visible from outside the Parcel;
- (iv) fountains, swimming pools, whirlpools or other pools;
- (v) privacy walls or other fences and gates;
- (vi) awnings, flower boxes, shelves, statues, or other outdoor ornamentation, and window coverings visible through the window;
- (vii) construction trailers or other trailers, temporary structures, tents, shacks, and sheds;
- (viii) signage of any type; and
- (ix) permanent or semi-permanent play equipment, whether or not secured, such as tree houses, basketball hoops and backboards, and backboards, skateboard ramps and swing sets.

The listing of a category does not imply that such construction is permitted.

(d) Exception. Interior construction and modifications not affecting the external structure or appearance of any building are not subject to review. However, construction drawings are required as part of the review process to assist in interpreting the design. Anything to the forgoing notwithstanding, the Founder and the Design Review Committee each has the authority to require and enforce certain energy efficient standards and security and communication standards and modify those standards from time to time in its sole discretion.

(e) Trees. The Design Review Committee may require the relocation and replanting of trees which must be removed for construction. If particularly significant trees are found within the building setback lines, the Design Review Committee shall determine whether the placement of the building should be altered to accommodate the trees, or whether the trees may be removed. Setback lines, easements and right of ways

may be altered by the Founder or the Design Review Committee to accomplish the foregoing.

(f) Drainage. The Property has been designed as a low impact development which provides, among other things, for bio-retention cells and swales to facilitate surface water management. All plans shall comply with applicable drainage, water conservation, erosion control and storm water detention requirements. No alteration of existing grade or any planting, fences or other improvements which alter the flow of water shall be permitted without the express consent of the Design Review Committee. Notwithstanding the above, or anything contained herein, the Design Review Committee, the Founder, and the Associations shall not be liable for any adverse physical conditions, drainage, soil or other issues relating to a Lot or Parcel and construction or development thereon, nor are the Design Review Committee, the Founder and the Association liable to repair any such conditions.

(g) Modifications. Modifications after completion of construction, or additions or changes to the approved plans during construction must be reviewed and approved. However, review is not required to paint with originally approved materials and colors, or to replace the roof or other components with duplicates of the original material. Significant new landscaping, grading and any removal or substantial pruning of trees or plants must be approved in advance.

(h) Sidewalks. The Master Plan provides for a "Walkway System" within the Property. Portions of the Walkway System will be located in the rights of way adjacent to the front and side property line of Parcels or within the boundaries of the Parcels. The Founder will design the Walkway System which might include a hard walking surface, landscaping, irrigation, lighting and benches, among other improvements. The Founder will provide to the Owner of each Parcel a specific design for the segment of the Walkway System that will be located on or adjacent to any portion of his/her Parcel. Each Owner will be responsible for the cost of the construction and installation of the Walkway System adjoining his/her Parcel and will be required to construct the improvements upon demand by Founder and/or the Design Review Committee according to the approved plans and specifications designed by Founder.

4.3 Review Procedure.

(a) Application. The plans to be submitted for approval shall include (i) the construction plans and specifications, including all materials and colors, (ii) elevations of all proposed improvements (iii) proposed clearing, grading and landscaping, and (iv) all other items required by the Design Review Committee. Plans and specifications for review shall be submitted in the form required by the Design Review Committee.

(b) Uniform Procedures. The Design Review Committee may establish forms and procedures for the review of applications, including review costs and fees, if any, to be paid by the applicant. The Design Review Committee may provide lists of approved materials and may allow for staff review and approval of routine or minor matters.

(c) Basis for Decision. Applications shall be approved or denied based upon compliance with the provisions of the Design Standards and overall quality of design. If the Design Review Committee rejects an application due to overall design quality, despite compliance with the Design Standards, the Design Review Committee shall make suggestions for improving the design.

(d) Variances. The Design Review Committee may grant variances from the Design Standards based on existing topographical or landscape conditions, existing trees, or architectural merit. Any such variance must be in writing. Approval of a variance does not constitute a precedent for other applications, and such requests may be arbitrarily denied.

(e) Notification; Construction; Inspection. The Design Review Committee shall make best efforts to notify the applicant of its decision within the time allowances set out in its Design Standards and/or other rules and regulations promulgated by the Review Board. However, a delay in reviewing an application shall not be deemed approval for construction. If approval is given, construction of the improvements may begin. All construction must comply with the submitted plans. The Design Review Committee or its agent may inspect the property during construction but has no obligation to make any such inspection.

(f) Completion. When the primary building and landscaping are completed in substantial compliance with the approved plans and specifications and within the time limits described in Article V, the Design Review Committee shall issue a Certificate of Substantial Conformance. The Certificate shall describe any areas of deficiency that need to be corrected. All Fines and other enforcement shall be waived so long as the deficiencies are corrected within sixty (60) days. All Fines constitute a lien and are enforceable in the same manner as an assessment. Upon correction of all deficiencies, the Design Review Committee shall issue a Certificate of Completion and Release in recordable form.

(g) Governmental Compliance. Owners are responsible for making sure that construction conforms to governmental regulations and all local building codes. The Design Review Committee is not responsible under any circumstances for any non-compliance by Owner with respect to governmental requirements.

4.4 Approval of Architects, Builders.

(a) Generally. The creation of the Florence Gardens streetscape depends on the quality of design and construction and adherence to the Design Standards. While architects, designers and builders may be selected by the Owner, at the sole option of the Founder, which privilege may be withdrawn or modified on all or portions of the Property at any time, no architect, designer or builder may be used without the express written consent of the Founder or the Design Review Committee. Approval of architects, designers and builders is necessary to insure quality construction and a reasonable spirit of cooperation. The Founder or the Design Review Committee will publish applications, rules and procedures governing the approval of architects, designers and builders from time to time.

(b) Architects. Architects must be approved by the Founder or the Design Review Committee before submitting plans on behalf of his Owner/client. Approval shall be based on quality of past work, client satisfaction and understanding of, and willingness to work within, the Design Standards, all as determined in the Founder's and Design Review Committee's sole discretion.

(c) Builders. Builders must be approved by the Founder or by the Design Review Committee before building in Florence Gardens. Approval may be withheld for any reason or no reason in their sole unfettered discretion. Approval shall be based on willingness to build in accordance with approved plans and specifications, quality of past work, client satisfaction and financial history. Builders must agree to comply with construction regulations and build in accordance with the approved plans and specifications. Builders may be required to post a deposit for compliance and damages. Failure to comply may result in Fines, forfeiture of the deposit and revocation of the right to build in Florence Gardens.

4.5 Enforcement.

(a) Fines. The Design Review Committee may require the builder or Owner to post a deposit from which the Design Review Committee may deduct Fines for failure to comply with the approved plans and specifications, tree regulations and rules for builder conduct. The collection of a Fine shall not in any way diminish the available remedies at law or equity.

(b) Suit Permitted. If any construction is begun which has not been approved or which deviates from approved plans and specifications, the Design Review Committee, the Founder or the Association may require the Owner to resolve the dispute

through binding arbitration or may bring suit seeking damages, specific performance, declaratory decree and/or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association. If suit is brought and the court finds that the construction was not approved or that the construction deviated from the approved plans or specifications, then the party bringing suit shall also be awarded reasonable attorney's fees, costs and expenses even if the relief requested is not granted.

(c) Trees. Improper cutting, removal, lack of care or intentional damage to existing trees is subject to fines plus a requirement that the tree be replaced with an approved species of comparable caliper, or, if approved by the Design Review Committee, a combination of trees totaling the caliper of the removed tree. Fines shall be set by the Design Review Committee.

(d) Drainage. After reasonable notice (except in an emergency), the Founder or the Association shall have the right to enter onto a Parcel and correct improper grading or other modification to the Parcel which causes drainage problems. Such corrections shall be made at the cost and expense of the Owner of the Parcel, who shall promptly reimburse the Founder or the Association, as applicable. The Parcel shall be subject to a lien for the cost if not paid. The Founder or the Association, as applicable, shall not be required to repair or replace landscaping or other improvements after such action.

(e) No Waiver. Failure to enforce any provision of these Master Deed Restrictions shall not be deemed a waiver of the right to do so at any time thereafter. Variances from the Design Standards may be granted in particular circumstances; however, such variances shall not create a precedent for other applications. The Founder or its assignee shall have the unfettered right to interpret the Design Standards.

4.6 Liability. The Design Review Committee may act in its sole discretion in approving or disapproving all plans and specifications submitted to it. Neither the Design Review Committee, nor any individual member thereof, shall be liable to any person for any official act of the Design Review Committee in connection with submitted plans and specifications, except to the extent the Design Review Committee or any individual member thereof acted with malice or wrongful intent.

Approval by the Design Review Committee does not necessarily assure approval by the appropriate governmental authority. Notwithstanding that the Design Review Committee has approved the plans and specifications, neither the Design Review Committee nor any of its members, nor the Founder, shall be responsible or liable to any Owner, builder, contractor or any other party with respect to any loss, liability, claim or expense which may arise by reason of such approval or failure to approve.

Neither the Association, the Design Review Committee or any agent thereof, the Founder or any of its partners, employees, agents or consultants shall be responsible in any way for defects in any plans or specifications submitted, including drainage, revised or approved in accordance with the provisions of the Design Standards, nor for any structural or other defects in any work done according to such plans and specifications. In all events, the Design Review Committee shall be defended and indemnified by the Association in any such suit or proceeding.

No approval of plans and specification and no information in the Florence Gardens Design Standards shall be construed as representing or implying that such plans, specification or standards will, if followed, result in a properly designed Residential Unit or other structure. Such approvals and standard shall in no event be construed as representing or guaranteeing that any residence will be built in a good workmanlike manner.

4.7 Town Center. If a Town Center is developed, the Founder, during the Development Period, or the Town Center Association, after the Development Period, may at any time establish a separate Town Center Design Review Subcommittee, which shall operate in the same manner, and have the same powers, as the Design Review Committee established by these Master Deed Restrictions but which shall have jurisdiction over only that property within the Town Center. During the operation of such Town Center Design Review Subcommittee, the original Design Review Committee shall continue to be the Design Review Committee for Florence Gardens and shall continue to review and approve any construction or modification within the Neighborhood, while any construction or modification within the Town Center must be reviewed and approved by the Town Center Design Review Committee but shall not be required to be reviewed or approved by the Design Review Committee except that the Design Review Committee shall have final authority over all matters that relate to enforcement of the intent of Founder's Statement of Purpose for Florence Gardens, and to the extent that any matters addressed by the Town Center Design Review Subcommittee shall conflict with the Founder's Statement of Purpose, in the sole opinion of the Design Review Committee, the Design Review Committee shall have final authority over those matters. If the Founder or Town Center Association fail to establish such a Town Center Design Review Subcommittee, or if such board ever ceases operation, then all construction or modification within the Town Center shall be subject to review by the original Design Review Committee.

4.7a. Other Districts. Any Districts established by the Founder shall, for design review purposes, be entitled to the same method of autonomy for design review authority as the Town Center and may establish a Design Review Subcommittee. In such cases the

District Design Review Subcommittee and the Design Review Committee shall have the same scope of authority and rights as provided in 4.7, above.

4.8 Financial Support. The Associations shall pay the professionals and staff reasonable compensation for serving on the Design Review Committee, as determined from time to time by the Board. All members and all professionals and staff shall be compensated for expenses. The Associations shall set the Design Review Committee's review fees to cover all or part of the expected cost of its operation. If fees do not cover the cost, the Association shall fund the deficit. Fees shall not be intended to create a surplus, other than an ordinary operating fund for the Design Review Committee to which any excess fees shall be contributed. The Design Review Committee may employ personnel or contract with individuals or companies as necessary to assist in the review process.

4.9 Environmental Protection. To secure the natural beauty of the Property, the Design Review Committee may promulgate and amend from time to time rules and regulations which will govern activities which may, in its judgment, be hazards or threats to the environment including but not limited to such items as the application of certain fertilizers, pesticides or other chemicals. Failure of any Owner or tenant of Owner to comply with the requirements of such rules and regulations shall constitute a breach of this instrument. The Design Review Committee may further prohibit or restrict the introduction, planting or cultivation or vegetative species that the Design Review Committee in its sole discretion considers invasive or otherwise undesirable.

Areas determined to be jurisdictional wetlands by the US Army Corps of Engineers will be designated on the recorded plat for each Lot containing wetlands. Areas designated as wetlands within a Parcel may not be drained, filled, dredged, altered or otherwise impacted in any way without the express consent through the issuance of the appropriate permit(s) by the US Army Corp of Engineers and/or the Mississippi Departments of Marine Resources and/or any other state or federal regulatory agency that may have jurisdiction over wetlands. Normal mowing in wetland areas is, however, permitted.

The Association and the Founder, during the Development Period, hereby reserves unto itself a perpetual and releasable right and license on, over and under all Property including Parcels for the purpose of taking any action necessary to effect compliance with such environmental rules and regulations. The cost of such action by the Founder shall be paid by the respective Owner(s) of the Parcel(s) upon which the violation occurs.

4.10 Applicability to the Founder. Notwithstanding anything contained herein to the contrary, the Founder is not obligated by and subject to the provisions of this Article IV.

ARTICLE V: | Covenant to Complete
Building on Parcel

5.1 Restrictions on Building, Resale.

(a) Restriction; Purpose. To allow for community development and to discourage speculation which results in empty Lots or Parcels, the Owner of a Parcel must substantially complete construction of a primary building on the Parcel, in accordance with plans and specifications approved by the Design Review Committee within a limited period of time (the "Construction Period"), as described in Section 5.2, unless the deed or other recorded instrument from the Founder releases or modifies the restriction as to that Parcel.

(b) Completion. A primary building shall be considered complete when it has received a Certificate of Substantial Conformance as described in Section 4.3, and satisfies the requirements for receiving a certificate of occupancy from the appropriate governing authority.

(c) Holder of Rights. The right to enforce this Article V is held originally by the Founder, who may assign these rights at any time to the Design Review Committee or to the applicable Association or management entity. The time limit for construction does not apply to any Parcels held by the Founder or any entity related to or affiliated with the Founder. At the end of the Development Period as defined in Section 1.5, all of the Founder's rights under this Article V shall be automatically assigned to the applicable Association or management entity.

5.2 Construction Time Limit. Unless otherwise specified in the deed or other recorded instrument from the Founder, Owner shall:

(a) Submit initial plans and begin the design review process within twenty-one (21) months from the closing date of the purchase of the Parcel;

(b) Begin construction of a primary building on the Parcel, in accordance with approved plans and specifications, within twenty-four (24) months from the closing date (the "Construction Start Date");

(c) Diligently pursue construction once construction has begun; and

(d) Substantially complete the building, including landscaping, within twelve (12) months from the Construction Start Date for Residential Parcels, and within eighteen months for Special Use Parcels and other Parcels (the "Required Completion Date").

Failure to make significant progress during any thirty-day period shall be considered a failure to diligently pursue construction under (c). The time periods in (a), (b) and (d), shall be extended for casualty, extreme material shortages, extreme weather conditions or other significant matters beyond the builder's control or by the approval of the Founder or Design Review Committee.

5.3 Enforcement. If Owner fails to comply with the requirements of Section 5.2 or if Owner deviates from the approved plans and specifications and fails, after reasonable notice, to correct the deviation, then Founder shall have the following options:

(a) As to 5.2 (a) and (b): the right, but not the obligation, to repurchase the Parcel for a total purchase price equal to the amount paid by Owner to Founder or any related entity for the purchase of the Parcel.

(b) As to 5.2 (c) and (c): Unless Owner has obtained a Certificate of Completion and Release as provided in Section 4.3, and except as provided in Section 5.4, Founder may exercise its rights against Owner as provided below at any time before the Required Completion Date or within two (2) years after the Required Completion Date (i) if the improvements are complete but do not conform to the plans approved by the Design Review Committee, or (ii) if the improvements made do conform with the approved plans but remain incomplete. Founder may preserve its enforcement rights by recording, within two (2) years after the Required Completion Date, a lien or other notice of its intent to exercise its rights. Founder may assign any or all of its rights under this Section 5.3, and may exercise any of its rights through an assignee or other designee.

Founder may repurchase the Parcel for a total purchase price equal to the amount paid by Owner to Founder or any related entity for the purchase of the Parcel, plus the Fair Market Value, as defined below, of any improvements made in accordance with plans approved by the Design Review Committee. Any mortgage or lien on the Parcel, all closing costs for the repurchase and a resale fee equal to 10% of the Fair Market Value of any improvements made on the Parcel in accordance with plans approved by the Design Review Committee shall be deducted from the amount required to be paid to Owner by Founder.

Fair Market Value shall be defined as the value established by an independent appraiser, selected in the manner provided below (the "Independent Appraiser"), who is experienced in appraising residential properties of the character and quality of the properties developed in Florence Gardens. The method of selection the Independent Appraiser shall be as follows: Owner shall be given an opportunity to select an appraiser qualified with the experience as provided above, or in the absence of the Owner or unwillingness of the Owner to make such selection in a timely manner, an alternate shall be selected by

Founder, who is not related to Founder in any way, to make the appraiser selection on behalf of Owner; Founder will select a qualified appraiser; and the two appraisers will then, by agreement, select a third appraiser who will become the Independent Appraiser.

(c) If an improvement is commenced and construction is then abandoned for more than thirty (30) days or construction is not completed by the Required Completion Date, after the proper notice is given, the Association may impose a Fine of not less than \$500 per day on the Owner of the Parcel until construction is resumed, or the improvement is completed, whichever is earlier, unless the Owner can prove to the satisfaction of the Board that such abandonment or delayed construction is for circumstances beyond the Owner's control. Such charges shall be a Special Assessment and a lien against the Parcel as provided.

The remedies provided in this section are at the Founder's option and may be exercised together or separately as Founder deems appropriate, and are not intended in any way to limit the remedies under Section 4.5 (b).

5.4 Subordination to Mortgage.

(a) Effect. Founder and any designee or assignee of Founder's rights under Section 5.3 agrees to subordinate its right of repurchase to the first mortgage or deed of trust liens of an institutional lender (specifically including FNMA, FHLMA, any bank, savings and loan association, credit union or other such institution) under the terms of this section, which shall be effective whether or not noted in the deed. A lender in granting a mortgage or other lien subject to this right of repurchase agrees to these terms. Except as described in this section, the right of repurchase by Founder or its applicable designee or assignee shall not be subordinate to any other encumbrances.

(b) Assumption of Mortgage. If Founder exercises its right of repurchase while lender's mortgage or other lien encumbers the Parcel, Founder shall take the Parcel subject to the mortgage or other lien, and lender in granting a mortgage or other lien subject to this right of repurchase agrees to allow Founder or its applicable designee or assignee to repurchase the Parcel subject to the mortgage or such other lien.

(c) Mortgage Foreclosure. If lender seeks to foreclose the lien of its mortgage or other lien or accepts a deed in lieu of foreclosure before the Required Completion Date or within two (2) years thereafter and Founder has not provided a release and satisfaction of its rights as provided in Section 5.1, Founder shall be notified of the foreclosure action or conveyance. Founder's rights of enforcement under Section 5.3 shall not be extinguished by foreclosure or deed in lieu of foreclosure but shall continue as a restriction on the Parcel and may be enforced against Lender or any subsequent Owner.

(d) Extension. If lender has acquired title through a foreclosure or a deed in lieu, then lender may give notice to Founder that it wishes to extend the Required Completion Date. Founder shall be given thirty (30) days after such notice from lender in which to exercise a repurchase right by payment to lender of the amount obtained or bid by the lender in such foreclosure (or amount owed, for deed in lieu), plus interest at the stated rate of the note (not default rate) provided by the mortgage or deed of trust at the time of foreclosure or deed in lieu. Founder may exercise such rights whether or not the conditions for default under Section 5.3 are met at the time the notice is given. If Founder does not exercise its repurchase right, then Founder shall grant, in recordable form, an extension of the construction period provided in Section 5.2 as follows:

(i) If construction of the primary building has not begun, the date of the foreclosure or deed in lieu shall be considered the new closing date.

(ii) If construction of the primary building has begun, lender shall have a new Construction Start Date of four (4) months from the date of the foreclosure or deed in lieu, to allow lender to contract with a builder and to complete the design review process for any modifications to the approved plans and specifications. Lender or lender's assignee must then diligently pursue construction and substantially complete the building, including landscaping, within a reasonable time, based on the amount of completion. The amount of time to complete construction shall not exceed the time which would have been allowed under Section 5.2 (d), beginning from the new Construction Start Date.

Subject to the extended dates, Founder's rights of enforcement under Section 5.3 shall continue as a restriction on the Parcel.

5.5 Resale Restriction. If Owner desires to sell its Parcel before construction is complete and before Owner has obtained the Certificate of Completion and Release, Owner is required to notify Founder or the Association of its intention to sale and when a agreement to purchase has been concluded, Owner is required to provide Founder or the Association with the name and address of the Owner's purchaser. In such an event, the new Owner shall be subject to all of the terms, conditions and restrictions as set forth herein, except that the Plan Submittal Date, Construction Start Date and Completion Date will be subject to amendment by the Founder or the Design Review Committee, in their sole discretion, upon the submission and approval of a revised application by the new Owner in accordance with the provisions of Article IV, above.

If an Owner fails to give the required notice prior to the sale of a Parcel upon which construction of improvements has not been completed and a Certificate of Completion

and Release has not been granted, then the Founder shall have available all remedies at law and in equity, against both the original Owner and the subsequent Owner. In addition, in such an event the Plan Submittal Date, Construction Start Date and Completion Date shall continue to run from the date of the original closing of the sale from the Founder to the original Owner and all of Founder's rights, including those provided in 5.3, above, shall be preserved and binding on the new Owner.

ARTICLE VI: | Founder's Additional
Reserved Rights

6.1 Easements in Favor of the Founder. The easements reserved in this Section 6.1 are subject and subordinate to those reserved in Section 6.2. The easements provided by this section are intended to permit the Founder to continue and complete construction of the Master Plan Area, whether or not that property is ultimately submitted to a Declaration. Accordingly, the Founder hereby reserves for itself, its successors and assigns the following easements, which shall benefit all properties within the Master Plan Area and all other properties owned by Founder or its assigns which are adjacent to, or reasonably near, Florence Gardens and the Master Plan Area (including property separated from Florence Gardens by a public road, private road, water or other natural or manmade barrier), whether or not such properties are developed as part of Florence Gardens:

(a) Private Roads and Paths. A nonexclusive easement for use of any roads or streets which are not accepted for dedication to the public and which are intended for automobile traffic (other than alleys or other similar access roads which are intended for use only by residents on that road), along with a nonexclusive easement for appropriate use of any pedestrian or bicycle paths. If such roads become a primary means of access to a community which is not made part of Florence Gardens, and Florence Gardens does not similarly use the roads of such community, such community shall contribute its pro rata share of the cost of Florence Gardens road maintenance.

(b) Utility Easements. A blanket easement upon, across, over, through, and under Florence Gardens and the Master Plan Area for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems and services include, but are not limited to, water, sewer, irrigation systems, drainage, telephone, electricity, natural gas, television, security, collection of garbage and recyclable materials, cable or communication lines and other equipment. By virtue of this easement the Founder, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Parcel. These

easements may also be used for telecommunications, telephone, cable or internet services, including but not limited to the construction of facilities, as may be owned, approved or developed by Founder or its assigns and designees.

(c) Police Powers. A blanket easement throughout Florence Gardens for private patrol services, and for police powers and services supplied by the local, state and federal governments. The reservation of such easement does not imply that any such service shall be provided.

(d) Drainage, Erosion Controls. A blanket easement and right on, over, under and through the ground within Florence Gardens to maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements. The entity which exercises this easement shall be responsible for notifying the affected Owners (except in an emergency) but shall not be obligated to restore landscaping or other improvements. This easement may be exercised at the option of the Founder and shall not be construed to obligate Founder to take any affirmative action to correct conditions.

(e) Encroachment. An easement for any improvements constructed on the Commons which encroach on any Parcel, whether due to any minor deviation from the subdivision plat of Florence Gardens or the settling or shifting of any land or improvements.

(f) Maintenance of Commons. An easement for maintenance and improvement of the Commons at the Founder's discretion and, to the extent reasonably necessary, an easement over any Parcel for maintenance of the Commons.

(g) Continued Construction. To the extent reasonably necessary, an easement over, under and through any roads, whether public or private, and any other Commons for construction equipment and any other purpose related to continued construction of any property within the Master Plan Area.

(h) Founder's Rights and Reservations. No provisions in the Articles, the Bylaws, these Master Deed Restrictions or any Declaration shall limit, and no Owner or the Association shall interfere with, the right of Founder to subdivide or re-subdivide any portions of the Master Plan Area, or any part, Parcel or Lot of Florence Gardens to complete or alter improvements or refurbishments to and on the Commons and common facilities or any portion of the Master Plan Area owned by Founder, or alter the construction plans and designs, or construct such additional improvements or add future phases as Founder deems advisable during development period of the Master Plan Area.

Such right shall include, but shall not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags, temporary construction trailers and sales offices as may be reasonably necessary for the conduct of Founder's business or completion of the work and disposition of the Parcels by sale, lease or otherwise. Each Owner by accepting a deed or other conveyance document to a Parcel hereby acknowledges that the activities of Founder may temporarily or permanently constitute an inconvenience or nuisance to the Owners and each Owner hereby consents to such inconvenience or nuisance. These Master Deed Restrictions shall not limit the right of the Founder at any time prior to acquisition of title to a Parcel by a purchaser from Founder to establish on that Parcel, and Commons, additional licenses, easements, reservations and rights of way, to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Master Plan Area. The Founder need not seek or obtain Association or Board approval of any improvement constructed or placed by Founder on any portion of the Master Plan Area. The rights of the Founder under these Master Deed Restrictions may be assigned by Founder to any successor and any interest or portion of Founder's interest in a portion of the Master Plan Area by a recorded, written assignment. Notwithstanding any other provision of this these Master Deed Restrictions, the prior written approval of Founder will be required before any amendment to this Section 6.1(h) shall be effective while Founder owns a Lot or any part of a Parcel of Florence Gardens. Founder shall be entitled to the nonexclusive use of the Commons without further cost, for access, egress, ingress, use or enjoyment, in order to show the Master Plan Area to its prospective purchasers and carry out the Master Plan Area as provided herein. Each Owner hereby grants, by acceptance of the deed to such Owner's Parcel, an irrevocable, special power of attorney to Founder to execute and record all documents and maps necessary to allow Founder to exercise its rights under this Section 6.1(h). This Section 6.1(h) shall be applicable for so long as the Founder owns any portion of the Master Plan Area.

(i) Reservation of Easement Rights by the Founder. The Founder, for itself and its assigns, hereby reserves a nonexclusive easement and right of way in, through, over, and across any area shown as an easement on a plat and in, through, over, and across any Commons for the purposes of the storage of building supplies and materials, the installation, construction, maintenance, reconstruction and repair of sanitary sewers, water pipes, irrigation pipes, electrical wires or cables, telephone wires or cables, telecommunication facilities, gas lines, storm drains, television cables, underground conduits, and related appurtenances to any of same, and for all other purposes reasonably related to the completion of construction and the provision of utility services, whether public or private, to Florence Gardens and to other real property in the vicinity of the Master Plan Area. The Founder hereby reserves for itself and its assigns a nonexclusive easement and right of way over any and all streets and roads of the Master Plan Area for purposes of vehicular and pedestrian ingress and egress to any other lands or property

owned by the Founder, its members and assigns, or any related or affiliated entities of the Founder or its members. Any and all instruments of conveyance made by the Founder to the Association with respect to any Commons shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments. At the request in writing of the Founder, the Association shall from time to time execute, acknowledge, and deliver to the Founder or its assigns such further assurances of this reservation as may be necessary.

(j) Conveyance of Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such other easements, licenses, and rights of way over any Commons for the installation, operation and maintenance of sanitary sewers, water pipes, electrical wires or cables, telephone wires or cables, gas lines, storm drains, television cables, underground conduits, and related appurtenances for any and all purposes benefiting Florence Gardens and other real property in the vicinity thereof as may be considered necessary or appropriate by the Founder or Board of Directors for the orderly maintenance, preservation and enjoyment of any Commons and for the preservation of the health, safety, convenience, and welfare of the Owners of the Parcels, or the Founder.

6.2 Models; Sales and Management Offices. The Founder reserves for itself and its assigns the right to maintain and have access to a sales office, a management office and an unlimited number of models within Florence Gardens. These facilities may be located on any Parcel or any Commons in Florence Gardens and may be relocated from time to time at the Founder's discretion. The Founder shall have the right to use any Parcel, the clubhouse and other Commons for sales, management and other purposes as it deems necessary in its sole discretion. The sales office, management office and models may be owned by different entities, including builders and other entities unrelated to the Founder. At the end of its use as a sales or management office or model, the Parcel shall be owned by the owner of record, subject to all normal covenants and restrictions for Florence Gardens. Subject to state law and local ordinances, the Founder or its assigns may maintain signs on the Commons and on the sales office, management office and models advertising Florence Gardens.

6.3 Commercial Use of Images. The Founder reserves the following rights:

(a) Commons. The exclusive right to grant permission, charge for or collect fees for the Commons to be photographed, sketched, painted or its image otherwise reproduced for commercial use (including without limitation its use as a motion picture set or as a background for the display of fashions or other goods); and

(b) Exteriors. The right to grant permission for similar reproduction of the exteriors of any other part of Florence Gardens which can be viewed from streets, alleys or Commons. Such exteriors may be reproduced without the consent of, or payment to, the Parcel Owner, but the above right is not intended to prevent any Parcel Owner from granting its independent permission for any part of Florence Gardens owned exclusively by that Owner, in which case the consent of the Founder shall not be required.

The Founder may collect a fee for its consent to the use of such images, or for the providing of support services to photographers or others. The exercise of these rights shall not interfere with normal and customary rights of architects as to structures designed by them. Consent of the Founder shall not be required for photography or other reproductions of the images of Florence Gardens in connection with any news or feature coverage, for academic purposes, or by any governmental agency or other entity interested in the promotion of Florence Gardens or Mississippi, the development of tourism or commerce or any other similar purpose.

6.4 Name.

(a) Change. The Founder shall have the right to change the name, Florence Gardens, for all or any part of the property subject to these Master Deed Restrictions. Founder may, but is not required to, amend these Master Deed Restrictions to reflect the name change.

(b) Trademark. The Founder reserves the right to trademark the name "Florence Gardens" its logo or other name, logo or slogan of the community as a trade name owned by the Founder. An Owner of a business in the Town Center or other commercial District may use the trademarked name to describe the location of the business, and may advertise its business as being located "in Florence Gardens" or other trademarked name. If requested by the Founder, Owner shall accompany such use with a symbol or explanation concerning trademark or service mark registration of the name. Owner may not use the trademarked name in any other manner without the express permission of the Founder, which may be arbitrarily denied.

ARTICLE VII: | General Provisions

7.1 Assignment. Founder may assign all or any portion of its rights at any time for all or part of the Master Plan Area to a related entity, to a successor Founder, or to the Association.

7.2 Additional Property. Unless a notice is recorded specifically to the contrary, the submission of additional property to a Declaration for Florence Gardens shall automatically extend the provisions of these Master Deed Restrictions to the additional property as well. Founder may, but is not required to, record a notice in the public records extending these Master Deed Restrictions to the additional property or may modify these Master Deed Restrictions as to the additional property.

7.3 Amendment.

(a) By Members. Except as otherwise specified, these Master Deed Restrictions or other Declarations or covenants or restrictions contemplated herein may be amended only with the written consent of the owners of either two-thirds of the Parcels or two-thirds of the land by acreage within the Master Plan Area whichever approval can be more readily obtained. During the Development Period, the written consent of the Founder shall be required as well for any amendment. For the purposes of this definition, the term "Parcel" may include lots which are not yet platted or improved but which are indicated on the Master Plan for future development.

(b) By the Founder. Notwithstanding anything contained herein to the contrary and to the extent permitted by law, and without limiting the generality of the foregoing, the Founder specifically reserves the absolute and unconditional right to amend these Master Deed Restrictions without the consent or joinder of any party (i) for any reason prior to December 31, 2007, (ii) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of mortgages, (iii) to conform to the requirements of institutional mortgage lenders or title insurance companies, (iv) to comply with governmental requirements, or (v) to clarify the Master Deed Restrictions' provisions or correct errors.

(c) Limitations. Whenever any action described in these Master Deed Restrictions requires approval of greater than sixty seven percent (67%) of the Parcel Owners, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly. Rights reserved to the Founder may not be amended without the specific consent of the Founder. After assignment of Founder's rights under Articles III and IV to the Association, those provisions shall be amended as provided in the Declaration.

(d) Recording. Any amendment shall take effect upon recording in the public records.

(e) Liens. All fines, liens and assessments as contemplated herein, or in any

other Declaration or by any Association, shall be a lien on the Parcel or Lot to which it applies and is collectible by such action at law or in equity, including foreclosure, as shall afford the aggrieved party a property remedy.

(f) Resort Designation. Founder hereby reserves the right to request that all or part of Florence Gardens be designated a resort or resort destination as defined under the laws of the State of Mississippi. No Owner of any Lot or Parcel of Florence Gardens shall have the right to object to any such request by Founder.

(g) Duration; Termination. The covenants and restrictions contained in these Master Deed Restrictions shall run with and bind Florence Gardens and the Master Plan Area and shall inure to the benefit of and be enforceable by the Founder, the Association, and all Owners of property within the Neighborhood, their respective legal representatives, heirs, successors or assigns for sixty (60) years, and shall be automatically extended for each succeeding ten (10) year period unless an instrument signed by Owners representing 90% of the votes in the Association and the Founder shall have been recorded, agreeing to terminate the Master Deed Restrictions as of a specified date.

7.4 Enforcement. In addition to the various enforcement rights specified in this instrument, Founder may bring suit in any court of competent jurisdiction to enforce specific performance of its rights under these Master Deed Restrictions or to seek damages.

7.5 Green Space Areas. It is the intention of the Founder that the natural, scenic and recreational resources, soils, wetlands, wildlife, game and migratory birds currently in evidence on the Property be maintained and enhanced by designation of certain areas of the Common Area as Green Space, Green Belts or Conservation Areas (collectively as used herein, "Green Space") as designated on the plats of the Property filed by the Founder for record with the Chancery Clerk of Harrison County.

No hunting or trapping shall be permitted on any portion of the Property at any time except for undesirable wildlife as authorized and approved by rules and regulations promulgated by the Association from time to time. The Founder and the Association expressly reserve the right to erect wildlife feeding stations, to plant small patches of cover and food crops for wildlife, to make access trails or paths or boardwalks through Green Space and Common Area for the purpose of permitted observation and study of wildlife, hiking and non-motorized bike riding, to erect small signs throughout the Green Space designating points of interest and attraction, and to take such other steps as reasonably necessary and proper to further the Community Use and enjoyment of the Green Spaces. The Founder and the Association, shall have the right, but shall not be obligated, to protect from erosion all Green Space by planting trees, plants, shrubs and

other ground cover where and to the extent necessary, or by such mechanical means as construction and maintenance of siltation basins, or other means deemed expedient or necessary by the Founder and/or the Association, respectively. The right is likewise reserved to the Founder and/or the Association to take steps necessary to provide and insure adequate drainage ways in the Green Space and Common Areas, to cut fire breaks, remove diseased, dead or dangerous trees and carry out other similar activities, the cost of which services to be paid by the assessment of the Association in accordance with the provisions of this Declaration.

The use of the Common Areas, Common Facilities and Green Spaces by the Owners, their invited guests and invites shall be governed by the applicable rules, regulations and policies as from time to time promulgated by the Association. The Founder and/or the Association shall not be liable for any matter or claim of any nature whatsoever arising directly or indirectly from the exercise of the right and authority thereby reserved.

7.6 Venue. All disputes, legal proceedings or arbitration shall be filed in Harrison County, Mississippi.

(Signature Page Follows)

In witness whereof, the Founder has executed these Master Deed Restrictions as of the day and year first above written.

FLORENCE GARDENS, LLC,
a Mississippi limited liability company

By: _____
Martin C. Goldin, Manager

The undersigned Owners of certain Lots or Parcels in Florence Gardens do hereby execute these Master Deed Restrictions as of the day and year first above written to indicate their consent to and agreement with the terms, conditions and provisions thereof and to bind and subject their property to these Master Deed Restrictions.

C A Brown Developments, Inc.
a Mississippi corporation

By: _____
Craig A. Brown, President

L. J. & L. Enterprises, Inc.,
a Mississippi corporation

By: _____
Randall J. Cofield, President

Joan Cravens, Inc.,
a Mississippi corporation

By: _____
Joan Cravens, President

Harbor Oaks, Inc.
a Mississippi corporation

By: _____
David B. Sellers, President

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Martin C. Goldin, duly identified before me, who acknowledged that he is Manager of Florence Gardens, LLC, a Mississippi limited liability company, and that for an on behalf of said limited liability company, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

(Additional Acknowledgment Pages Follow)

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Craig A. Brown, duly identified before me, who acknowledged that he is President of C A Brown Developments, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Randall J. Cofield, duly identified before me, who acknowledged that he is President of L. J. & L. Enterprises, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Joan Cravens, duly identified before me, who acknowledged that she is President of Joan Cravens, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, she executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named David B. Sellers, duly identified before me, who acknowledged that he is President of Harbor Oaks, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

Florence Gardens Phase 1-A is recorded in Book 46 at Page 17, Harrison County, Mississippi.

Florence Gardens Phase 1-B is recorded in Book 47 at Page 8, Harrison County, Mississippi.

Prepared By and Return to:
William C. Smith III
Roger W. Williams
Watkins & Eager PLLC
P.O. Box 650
Jackson, MS 39205
601-948-6470

Indexing Instructions:
Florence Gardens Phase 1-A, Plat Book 46 at Page 17
Florence Gardens Phase 1-B, Plat Book 47 at Page 8
Harrison County, Mississippi



FLORENCE GARDENS

Declaration of Charter, Easements, Covenants and Restrictions For The Residential Neighborhood of Florence Gardens

Florence Gardens, LLC, a Mississippi limited liability company to be known as the "Founder," makes this Declaration on the 31st day of March, year of 2006.

STATEMENT OF PURPOSE:

A. The Founder is developing upon real property in Harrison County, Mississippi, a neighborhood development to be known as Florence Gardens. It is contemplated that Florence Gardens will be comprised of two principal Districts: the Neighborhood, which is the primarily residential District; and Town Center or something similar, which brings together a mixture of commercial and residential uses. There may be other or additional

Districts of the community. Unlike typical suburbs which separate homes from businesses and force dependence on the automobile, the Florence Gardens design is intended to mix commercial, civic and residential uses in a way that enlivens the Neighborhood.

B. This Declaration is intended to provide for the maintenance and operation of the Neighborhood, while Town Center, if developed, shall be subject to a separate Declaration. The residential units within Town Center are to be made members of the Neighborhood association on a limited basis so that the residents can enjoy the recreational facilities and activities of the Neighborhood.

C. The Neighborhood will have an owners' association to own and maintain certain Commons and Limited Commons.

Florence Gardens is subject to Master Deed Restrictions, recorded immediately prior to this Declaration. Among other things, the Master Deed Restrictions regulate the construction and modification of buildings and other improvements within Florence Gardens.

D. The Founder records this Declaration for the Neighborhood, and establishes an owners' association to enhance Neighborhood life, to institute and enforce certain covenants and restrictions, to provide for further maintenance of the Neighborhood, and to allow for self-governing of the Neighborhood by its Owners.

DECLARATION:

The Founder, who except as set forth hereinbelow, is the owner of all of the property described on Exhibit "A" (the "Neighborhood"), hereby submits and subjects the Neighborhood to this Declaration of Charter, Easements, Covenants and Restrictions. The Founder hereby declares that the Property comprising the Neighborhood shall be held, sold, conveyed and subject to the covenants, restrictions and easements of this Declaration, which shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title or interest in all or any part of the Neighborhood. C A Brown Developments, Inc., a Mississippi corporation, L. J. & L. Enterprises, Inc., a Mississippi corporation, Joan Cravens, Inc., a Mississippi corporation, and Harbor Oaks, Inc., a Mississippi corporation, are each the Owners of Lots in Florence Gardens and have joined in the execution of this Declaration to indicate their agreement with and consent to the terms, conditions and provisions hereof and to bind and subject their property to this Declaration.

ARTICLE I:

Definitions

1.1 Articles. "Articles" are the Articles of Incorporation of the Association.

1.2 Assessments. "Assessments" is the collective term for the following Association charges:

- a) General Assessment. The "General Assessment" is the amount allocated among all Members to meet the Association's annual budgeted expenses, as described in Section 10.3.
- b) Individual Parcel Assessment. An "Individual Parcel Assessment" is a charge made to a particular Parcel Owner for charges relating only to that Parcel, as provided in Section 10.5, or for Limited Common or Zone charges, if any.
- c) Special Assessment. A "Special Assessment" may be charged to each Parcel for capital improvements, emergency expenses or other matters, in accordance with the provisions of Section 10.4.
- d) Other Assessments. Any other assessment which may be charged in accordance with this Declaration.

1.3 Association. "Association" is the Florence Gardens Residential Neighborhood Owners Association, Inc., a Mississippi nonprofit corporation, its successors and assigns. The Association, whose members are the Owners, is responsible for maintaining the Neighborhood and enforcing the Declaration.

1.4 Board. "Board" is the Board of Directors of the Association. The Board shall be appointed by the Founder during the Development Period.

1.5 Building. "Building" is any residential, mixed-use or commercial building constructed on any Lot. If permitted by the Florence Gardens Design Standards, a Building may be attached to another Building and share party walls. The Florence Gardens Design Standards may permit the construction of two or more Buildings or two or more Residential Units on a Lot. Interpretation of the Florence Gardens Design Standards is in the unfettered discretion of the Founder or its assignee.

1.6 Bylaws. "Bylaws" are the Bylaws of the Association.

1.7 Commons. "Commons" or "Common Area" comprises real property within the Neighborhood as designated on a plat or specifically conveyed to the Association, for the common use and enjoyment of all Owners. "Commons" also include any improvements on that real property, all utilities, utility easements and other easement rights or personal property for the Owners' common use, and any other property of any type specifically designated as Commons. The Commons may include areas dedicated to the public to the extent that the Association agrees to maintain, or is required by this Declaration to maintain, such property.

1.7(a) Limited Commons. "Limited Commons" or "Limited Common Area" is a particular type of Common Area which comprises real property within the Neighborhood, if any, designated on a plat or specifically conveyed to the Association for the common use and enjoyment of only certain Owners of lots located adjacent to the Limited Common Area. The Association agrees to maintain, or is required by this Declaration to maintain, such Limited Common Area and shall assess the affected Lot Owners only for the cost of maintenance of said Limited Common Area. Said affected Lot Owners shall pay the cost of maintenance of same as a form of Special Assessment.

1.8 Neighborhood Roads. "Neighborhood Roads" are the streets and alleys located within the Neighborhood that are intended for automobile traffic. Most of the Neighborhood Roads are intended to be dedicated to the public. Any Neighborhood Roads not dedicated to the public shall be part of the Commons or Limited Commons. The Plat or Plats should be reviewed for more detailed information about roads and streets.

1.9 Declaration. "Declaration" is this Declaration of Charter, Easements, Covenants and Restrictions for the Residential Neighborhood of Florence Gardens.

1.10 Design Standards. The "Design Standards" or "Florence Gardens Design Standards" establish the plan for the development of Florence Gardens through its regulation of land use, architecture and environment. The Florence Gardens Design Standards are originally adopted by the Founder as provided in the Master Deed Restrictions and may be amended from time to time. The Florence Gardens Design Standards do not need to be recorded to be effective but shall be available from the Florence Gardens Design Review Committee. The Design Standards may be amended from time to time by Founder or the Florence Gardens Design Review Committee.

1.11 Design Review Committee. The "Design Review Committee" is the panel established to administer the Florence Gardens Design Standards, as established by the Master Deed Restrictions and described in Article IV.

1.12 Development Period. Development Period, as defined in this Declaration and the Master Deed Restrictions and other Declarations contemplated herein, shall mean the period of time commencing with the execution hereof and continuing for six (6) months after Founder neither owns any of Florence Gardens nor holds any property for sale within Florence Gardens in the normal course of business. The Development Period may sometimes be referred to as the Construction Period.

1.13 Founder. The "Founder" is Florence Gardens, LLC, a Mississippi limited liability company, its successors and assigns.

1.14 Lot. A "Lot" is a parcel of land intended for a single building, or a building and an outbuilding. Ordinarily, Lots are designated as numbered or lettered, separately

identifiable parcels on the recorded subdivision plat(s) of Florence Gardens, or, for unplatted areas, as shown on a site plan of property offered for sale as a part of Florence Gardens. A Lot may contain condominium, apartments, commercial or other mixed use designations whose owners may form their own association.

1.15 Master Deed Restrictions. The Founder, as the grantor of deeds within Florence Gardens, has recorded an instrument immediately prior to this Declaration known as the Master Deed Restrictions. The Master Deed Restrictions, which apply to all deeds and conveyances granted within Florence Gardens, are intended to ensure the proper application of the Florence Gardens Design Standards during the development stage and to impose other restrictions designed to further the development of the Neighborhood.

1.16 Master Plan. The Master Plan is the initial plan for the development of the Master Plan Area. The Master Plan is subject to reasonable change based on market conditions, governmental requirements and other modifications that may be made as development progresses.

1.17 Master Plan Area. As further defined in the Master Deed Restrictions, the Master Plan Area comprises approximately 355 acres intended for development as a single, unified neighborhood development to be known as Florence Gardens.

1.18 Member. Each Owner is a "Member" of the Association, as provided in Articles VI and VII of this Declaration.

1.19 Mortgagee. A "Mortgagee" is any institutional lender that holds a bona fide first mortgage encumbering a Parcel as security for the performance of an obligation. The term "institutional lender" specifically includes a bank, savings and loan association, a mortgage lending company, an insurance company, and the Federal National Mortgage Association or similar agency.

1.20 Neighborhood. The "Neighborhood" is the real property described on *Exhibit A*. The Neighborhood shall also include any additional property added by Supplemental Declaration.

1.21 Neighborhood Meeting. The "Neighborhood Meeting" is the public meeting of Members for discussion and voting, as described in Article VII.

1.22 Owner. "Owner" is the record owner, whether one or more persons or entities, of the title to any Parcel within the Neighborhood. Owners shall not include those having such interest merely as security for the performance of an obligation.

1.23 Parcel. A "Parcel" is the smallest piece of real property that may be separately conveyed. A Parcel may be a Lot (whether or not improved by a Building), a Special Use Parcel, or certain Residential Units such as condominium units.

1.23 (a) Plat. The official map or plat of Florence Gardens or any part thereof.

1.23 (b) Property. Property as used herein shall be the land subject to these covenants as same may be amended from time to time. The initial Property is described on Exhibit "A" attached hereto and made a part hereof by reference. The Property size and configuration may be amended by annexation, sale, addition, supplement or deletion in the discretion of Founder.

1.24 [Intentionally Deleted]

1.25 Residential Unit. A "Residential Unit" is an individual Residential Unit and shall include a townhouse or other attached Residential Unit (such as each half of a duplex unit), an apartment or condominium unit, a Residential Unit within a mixed-use building, or an assisted living facility unit (but not a nursing home). Residential Units may be established at the discretion of the Founder.

1.26 Special Use Parcel. A "Special Use Parcel" is a Parcel of unconventional size, shape, location or use that calls for special design considerations. Typically, a Special Use Parcel will be used for commercial purposes, multi-family residential or Neighborhood or recreation facilities or such other use as the Founder establishes from time to time.

1.27 Supplemental Declaration. "Supplemental Declaration" is any declaration that may be recorded by the Founder or the Association in accordance with Article II to add Additional Property to the Neighborhood.

1.28 Zone. "Zones" are smaller, contiguous areas within the Neighborhood of distinct building type, character or within a specific location. The Founder, in its sole discretion, may elect to develop or utilize Zones in the development of Florence Gardens and the Neighborhood. The Founder or its assigns shall form and establish zones as it deems necessary. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone.

ARTICLE II:

Property comprising the Neighborhood

2.1 Property. The real property that shall be held, transferred, conveyed, leased and occupied subject to this Declaration consists initially of that real described on *Exhibit A*.

2.2 Development Plan.

(a) Property. The property that comprises the Master Plan Area is intended for development as a single, unified neighborhood development and is intended to include

both residential and commercial properties. Portions of the Master Plan Area that are primarily commercial may be submitted to this Declaration in accordance with Section 2.3, or may be submitted to a separate declaration and maintained by a separate association. The number and type of associations shall be determined by the Founder or its assignees.

2.3 Additional Property.

(a) By the Founder. The Founder shall have the right, but not the obligation, for a period of thirty (30) years from this date, from time to time in its sole discretion, to add to the Neighborhood any part of the Master Plan Area as "Additional Property." This reserved development right may be exercised with respect to different portions of the Master Plan Area at different times. No assurances are made as to the boundaries of those portions or order in which the portions will be added. Exercising any development right in any portion of the Master Plan Area does not necessarily mean the right will be exercised in the remainder of the Master Plan Area.

The Founder may also add to the Neighborhood contiguous property, or property any portion of which is within one mile of any portion of the Neighborhood (including any property separated from the Neighborhood by a public street, body of water or other property) or any other property with a reasonable relationship to the Neighborhood. The Founder may also add individual Residential Units (such as apartments or condominium units above stores or offices) that are within primarily commercial portions of the Master Plan Area, even if the land surrounding the units is not added.

(b) By Members. Additional property of any type may be added to the Neighborhood by a majority vote of the Board. The Founder must approve of the addition of any additional property so long as it owns any of the Master Plan Area or any of Florence Gardens.

(c) Supplemental Declaration. A Supplemental Declaration adding the additional property shall become effective upon being recorded in the county's public records.

(d) Special Provisions. The Supplemental Declaration may modify or add to the provisions of this Declaration if needed to reflect the different character of the additional property. A Supplemental Declaration may define Zones; may designate certain Commons as "Zone Commons" for the use of certain Zones; and may create an assessment procedure by which certain Zones are assessed separately for Zone Commons. However, no such Supplemental Declaration shall deny use of existing Commons to those Owners who had such right prior to the recording of the Supplemental Declaration. If individual Residential Units that are within primarily commercial portions of the Master Plan Area are added, the amount of assessments to be paid by such

units may be reduced, based upon a reasonable estimate of the units' usage of the Commons as determined by Founder or its successors and assigns.

2.4 [Intentionally Deleted]

2.5 Zones.

(a) Intent. Zones are intended to provide a flexible means for providing additional maintenance or capital improvements for a small portion of the Neighborhood that has special needs. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone.

(b) Designation. Zone boundaries may be designated at the time of the addition of the property by Supplemental Declaration during the Development Period, or at any later time by the Board.

(c) Characteristics. To the extent reasonably possible, all Parcels on both sides of a street shall be included within the same Zone. Separate Zones may be created if the street is interrupted by cross streets, by changes in topography or by Commons, or if Parcels on opposing sides of the street are of significantly different character. During the Development Period the Founder shall make all determinations concerning Zones.

ARTICLE III:

Easements

3.1 Easements in Favor of the Association. The Founder hereby reserves for the Association and its assigns the following easements, which shall benefit the Neighborhood, the Founder or its successors and assigns:

(a) Utility Easements. A blanket easement upon, across, over, through, and under the Neighborhood for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems include, but are not limited to, water, sewer, irrigation systems, drainage, electricity and other equipment. By virtue of this easement the Association, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Parcel. During the Development Period this easement may be altered, terminated, amended or assigned as Founder deems appropriate.

(b) Police Powers. A blanket easement throughout the Neighborhood for private patrol services, and for police powers and services supplied by the local, state and federal governments. The reservation of such easement does not imply that any such service shall be provided.

(c) Drainage, Erosion Controls. A blanket easement and right on, over, under and through the ground within the Neighborhood to inspect, maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements. The Association shall notify affected Owners (except in an emergency) and shall restore the affected property to its original condition as nearly as practicable.

(d) Encroachment. An easement for any improvements constructed on the Commons which encroach on any Parcel, whether due to any minor deviation from the subdivision plat of the Neighborhood or the settling or shifting of any land or improvements.

(e) Maintenance of Commons. To the extent reasonably necessary, an easement over any Parcel for maintenance of the Commons and Limited Commons.

3.2 Relationship between Lots.

(a) Intent. The design for Florence Gardens is intended to maximize land usage and sense of Neighborhood by providing squares and parks while also offering smaller but private yards for individual use. As provided by the Florence Gardens Design Standards, certain buildings within the Neighborhood may be attached as townhouses, or may be detached but placed on or near the property line. The easements in this Section 3.2 are intended to provide guidelines for reasonable cooperation between neighbors. The Association and/or Founder may make rules for maintenance and use of easement areas and shared improvements that shall be applied uniformly to all Lots similarly configured.

(b) Lot Lines. Lots may not be subdivided or separated into smaller Lots, or any portion of a Lot separately conveyed, except by the Founder or with the specific consent of the Florence Gardens Design Review Committee. However, this shall not prohibit corrective deeds or similar corrective instruments. The Founder may redefine Lots prior to sale by dividing or combining Lots or portions of Lots and adjusting the boundary of a Lot. The Founder shall also have the right to modify subdivision plats of the Neighborhood to make adjustments to Lot boundary lines with consent only of those Owners whose Lot boundaries are to be changed. The division or combination of Lots may be subject to zoning or other governmental regulation, which may require, among other things, that the number of Residential Units not be reduced if Lots are combined.

(c) Party Walls. Each Owner grants to the Owner of each adjacent Parcel the right and easement to maintain and to utilize any exterior or interior wall of a Building that forms a party wall between them. A wall will be considered a party wall only if it serves to separate Parcels on their property line. Maintenance of the surface of the party wall shall be the sole responsibility of the Owner whose Building faces such wall. Each Owner shall be liable and responsible if, in connection with that Owner's use and

maintenance of the party wall, the Owner damages the adjacent Owner's Lot or the wall itself. The cost of any other repairs to the party wall shall be shared equally by the adjacent Owners.

(d) Exterior Walls along a Lot Line. An exterior wall which supports the Building on only one Lot, or which encloses a courtyard on one Lot, shall not be considered a party wall. The Association may make rules and regulations concerning use and maintenance of such walls, including assigning responsibility between the adjoining owners for all insurance requirements, painting and repair and granting access over the adjoining Lot as reasonably necessary to maintain the wall. All such maintenance and repair shall be in accordance with the Florence Gardens Design Standards.

(e) Yard Easements. To allow most efficient use of a Lot while complying with governmental setback requirements, a portion of a Lot along a Lot line may be subject to an easement for use by the adjoining Lot Owner. Such easements may be designated on the plat, the Florence Gardens Design Standards or on the deed from the Founder to the first Owner other than the Founder. Such use easements may be up to four feet wide and shall run along a boundary line, but shall not encroach upon more than one boundary line. In addition, the Owner of such a Lot subject to an easement shall be the beneficiary of a similar easement along another portion of the Lot, unless the Lot is a corner Lot or is larger than the surrounding Lots. Subject to regulation under the Florence Gardens Design Standards, the beneficiary of such an easement shall have the use and maintenance responsibility for the easement area and may place air-conditioning equipment, fences, decks or patios and other fixtures (but not a primary structure) upon the easement area.

(f) Roof Overhang; Footings. For certain building types, such as sideyard or zero-lot-line houses, which are to be built along a property line, the Florence Gardens Design Standards may permit roofs, gutters, soffits and downspouts to overhang this property line, and may allow footings and rain leaders to intrude below the surface of the same property line. To the extent allowed by the Design Standards and local governmental regulations the adjacent property shall be subject to an easement for such intrusion. However, roofs, gutters, downspouts and rain leaders may not discharge water onto adjacent property.

(g) Townhouse or Row house Roof. If a townhouse or row house wall or parapet is constructed along or very near the property line, the owner of the townhouse or row house to be constructed on the adjacent property shall have the right to flash into the existing building, in accordance with industry standards and in order to make the new building watertight. This right shall include the right to make minor cuts on the existing building and to secure flashing or other materials to the existing building, so long as the structural integrity and watertightness of the existing building is not impaired. The cost for flashing shall be incurred by the owner of the new building, but the maintenance of this connection shall be a shared expense between adjacent property owners.

ARTICLE IV:

Commons

4.1 Title.

(a) Association-Owned Commons. The Association shall hold title to certain Commons or Common Area, including in certain instances Limited Common Area. For those portions of the Commons that consist of easements and other rights, the Association shall be the holder of those rights.

(b) Additional Commons. The Founder may convey to the Association additional Commons that the Association shall accept for maintenance.

4.2 Maintenance; Capital Improvements.

(a) Generally. The Association shall be responsible for the management, control and improvement of the Commons, including the Limited Commons, and shall keep the Commons attractive, clean and in good repair.

(b) Capital Improvements. Subject to design review, the Association may make capital improvements to the Commons and may modify the uses of the Commons. For example, the Association may add new recreational facilities (which improvements must be approved in accordance with the architectural review provisions of the Master Deed Restrictions). Expenses for substantial capital improvements must be approved in accordance with Section 8.6.

4.3 Owners' Easements of Access and Enjoyment.

(a) Commons. The Founder hereby grants and conveys to every Owner a right and easement of appropriate use and enjoyment of the Commons, subject to the Association's right of regulation in accordance with this Declaration and the Founder's right to use the commons as provided in paragraph 4.4 (C), and subject also to any limitations contained in the conveyance of those Commons to the Association. These easements shall be appurtenant to and shall pass with title to every Parcel. Only certain Owners shall have a right of easement and use as to the Limited Commons.

(b) Tenants, Guests. Any Owner may delegate, subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations, his right to enjoyment to the Commons to the members of his family, his tenants or his guests who reside on the Parcel or are accompanied by the Owner. The Association may adopt rules to prohibit or restrict use of the Commons recreational facilities by a non-resident Owner whose Residential

Unit has been leased to a tenant, except when the Owner is a bona fide guest of the tenant.

4.4 Use of Commons.

(a) Members' Benefit. The Association shall maintain the Commons for the benefit of its Members.

(b) Non-Members. The Association may permit limited use and access for all or a portion of the Commons that are not dedicated to the public, through the sale of club memberships or other fees. Any such revenue shall benefit the Association.

(c) Open-Air Market and Festivals. The Founder reserves, for itself or its various assigns, the right to use portions of the Commons as an open-air market for the rental of space for pushcarts, kiosks, stands or similar temporary sales structures. Such uses may be for special events or on a recurring or daily basis. Founder also reserves, for itself or its various assigns, the right to use portions of the Commons for festivals or other events intended to enrich and enliven the Neighborhood. Founder further reserves a right of access through the Commons for all such purposes. Founder may, but is not obligated to, assign such rights to the Association at any time.

(d) No Commercial Use. Except as specifically permitted by this Declaration, there shall be no commercial use of the Commons, nor shall the Commons be subdivided or sold. Notwithstanding the foregoing, Founder, during the Development Period, shall have the right to change the use, designation and configuration of the Commons.

4.5 Neighborhood Road Regulation. To the extent permitted by Florence Gardens, the Association may make rules and regulations concerning driving and parking within the Neighborhood, and may construct traffic calming devices as approved by the Design Review Committee, post speed limit or other traffic signs and take any other reasonable measures to discourage excessive speed and encourage safe driving on the Neighborhood Roads. To the extent permitted by Florence Gardens and applicable law the Association may enforce any violation in accordance with Section 11.8 and may tow offenders.

4.6 Surface Water or Stormwater Management System. The Association shall have the power and duty to maintain proper drainage within the Neighborhood. In the exercise of this power and duty, the Association shall have a blanket easement and right on, over, under and through the ground within the Neighborhood to maintain and to correct drainage of surface water. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements.

4.7 Damage or Destruction of Commons by Owner. If any Owner or any of the Owner's guests, tenants, licensees, agents, employees or members of his family damages

any of the Commons as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. If the damage was intentional and not the result of a reasonable accident, the cost of repair shall be the responsibility of that Owner and shall become an Individual Parcel Assessment payable by the responsible Owner. The Association may, but is not required to, seek compensation for intentional damage from the guest, tenant or other party who caused the damage, in which case the Owner shall be jointly and severally liable.

4.8 Limitation of Liability. Each Owner, by taking title to a Parcel, and the Association by its joinder in the Declaration and each person using any such facility agrees that neither Founder nor any entity designing, constructing, owning, operating or managing the Commons and Limited Commons shall be liable to the Owner or the Association or any invitee of the Owner or the Association for any loss or damage for personal injury, damage to property, trespass or any other alleged wrong attributable to the Commons or the Limited Commons or to the usage thereof. This release of liability shall apply without limitation, to any such claim arising in whole or in part from the negligence of Founder or any other entity or person designing, constructing, managing, operating or owning the Commons and Limited Commons. Each Owner and the Association agree to indemnify and hold harmless Founder and any other entity designing, constructing, managing, operating or owning the Commons and Limited Commons against all claims by their respective guests, invitees or licensees with respect to any claims above described. The provisions of this Section shall apply to the Commons and Limited Commons as originally designed and constructed and as same may be altered in design, layout and construction from time to time.

ARTICLE V:

Neighborhood Planning and Administration of The Design Standards

5.1 Master Deed Restrictions. The Master Deed Restrictions establish the Florence Gardens Design Standards as the guide for all construction within the Master Plan Area and create the Florence Gardens Design Review Committee. All construction or modification of any building or other improvements, any tree removal or landscaping or any material alteration of the topography of any Lot or Commons must be approved in advance by the Florence Gardens Design Review Committee.

5.2 Binding Effect. The Master Deed Restrictions, which are recorded in the public records, are binding upon all of the property in the Master Plan Area. Unless a notice is recorded specifically to the contrary, the submission of additional property to the Declaration for Florence Gardens shall automatically extend the provisions of the Master Deed Restrictions to the additional property.

5.3 Assignment to Association. The Master Deed Restrictions provide for the Founder's enforcement of the Florence Gardens Design Standards during the

Development Period. At the end of the Development Period, the Founder shall assign to the Association its rights to enforce the Florence Gardens Design Standards, as provided in the Master Deed Restrictions. Upon such assignment or if for any reason the Founder is unable or unwilling to perform its powers under Articles I and II of the Master Deed Restrictions, the provisions of Articles I and II of the Master Deed Restrictions shall become part of this Declaration as if originally included. At that time, the Association shall have and assume the responsibility of appointing members of the Florence Gardens Design Review Committee and enforcing all violations of Articles I and II of the Master Deed Restrictions with all of its powers under the Master Deed Restrictions and this Declaration.

ARTICLE VI:

Owners' Association

6.1 Duties. The Association shall maintain, repair and replace the Commons, shall enforce the terms of this Declaration, and shall perform all other duties required by this Declaration or by Mississippi law, and by other government entities having jurisdiction.

6.2 Additional Powers. To the extent permitted by governmental authorities, the Association may, but is not obligated to, and as further limited by exclusive reservations in favor of the Founder, provide the following services or engage in the following activities:

(a) water, sewer, irrigation systems, drainage, telephone, electricity, television, security, cable television or communication lines and other utility services; supply of irrigation water; garbage and trash collection and disposal; laundry equipment or service;

(b) insect and pest control; improvement of vegetation and wildlife conditions; forestry management, pollution and erosion controls;

(c) emergency rescue, evacuation or safety equipment; fire protection and prevention; lighting of Neighborhood Roads which are not dedicated roads or lighting of dedicated roads; restricted or guarded entrances, traffic and parking regulation and security patrols within the Neighborhood;

(d) transportation; day care and child care services; landscape maintenance; recreation, sports, craft and cultural programs; and newsletters or other information services;

(e) maintenance of easement areas, public rights-of-way, sidewalks, drainage areas, traffic signage and other public or private properties located within reasonable

proximity to the Neighborhood if its deterioration would affect the appearance or safety of, or access to the Neighborhood, or as otherwise agreed to by the Association; and

(f) any other service allowed by law to be provided by a homeowners' association organized under the appropriate governing law.

The Board may, by majority vote, initiate or terminate any of the above services, which shall take effect sixty (60) days after notice to the Members, except in an emergency. As determined by the Board depending upon the nature of the service, such additional services may be part of the common expenses of the Association, may be assessed as an Individual Parcel Assessment to affected Parcels, or may be provided on a fee-for-service or other reasonable basis. If requested by petitions signed by at least 10% of the Members, a Neighborhood Meeting may be called and, if a quorum is present, the Board's action to initiate or terminate an additional service under this Section 6.2 shall be repealed by majority vote of the Members. Upon such repeal, the Board may not re-institute or terminate the service for five years unless also approved by majority vote of the Members.

6.3 Contracts. The Association may contract with any party, including the Founder, or any affiliate of Founder or any entity in which Founder owns an interest, for the performance of all or any portion of the management of the Association and its maintenance, repair obligations and other services. The cost of the contracts shall be included within the General Assessment, Special Assessment, or Individual Parcel Assessment as applicable. The Association may require that Owners contract for certain routine yard maintenance, in order to provide a uniform level of care. The Association also may, but is not obligated to, act as agent for an Owner, if so requested by that Owner, to contract for routine maintenance and other services not required to be provided by the Association, the cost of which would be assessed to that Owner as an Individual Parcel Assessment. The terms and conditions of all such contracts shall be at the discretion of the Board.

6.4 Membership. The Members of the Association shall be and consist of every Person who is or who becomes, an Owner of record of the title to a Parcel and is included in the definition of an Owner hereunder. When more than one Person owns or holds an interest or interests in a Parcel, then all such Persons shall be Members.

6.5 Action by Members. The Association shall have two classes of voting Members. Class A Members shall consist of all Members, except the Founder. The Class B Member(s) shall be the Founder. Whenever any provision of this Declaration requires a vote of a specified percentage of the voting power of each class of Members, then such provision shall require a separate vote by the specified percentage of the voting power of the Class A Members and by the specified percentage of the voting power of the Class B Members. Whenever any provision of this Declaration requires a vote of a specified

percentage of the voting power of the Members, then such provision shall require a vote by the specified percentage of the combined voting power of all Members.

6.6 Members' Voting Rights . Except as otherwise specifically provided in the Articles or the Bylaws, the voting rights of the Members shall be as follows:

(a) Whenever a vote of the Class A Members is required or permitted under this Declaration, the aggregate voting power of all Class A Members shall be equal to the aggregate number of Lots owned by all Class A Members. Class A Members shall be entitled to cast one vote for each Lot owned by such Class A Members. When more than one Member owns or otherwise holds an interest or interests in a Lot, then the one vote cast for such Lot shall be exercised as such Members shall determine, but in no event shall more than one vote be cast with respect to any Lot except for condominium unit(s) as provided in Section 6.11 hereof. The vote for each Lot may not be divided or fractioned.

(b) Until such time as the Founder executes, delivers and files of record a relinquishment of its voting rights as a Class B Member hereunder, the Class B Members shall be the Founder who shall be entitled to one vote for each Lot owned by Founder and in addition two votes for each one vote of a Class A Member.

6.7 Membership Appurtenant to Real Property . The membership of both the Class A Members and the Class B Member shall be appurtenant to the ownership of a Lot. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance or alienation of the Lot to which the membership is appurtenant.

6.8 Voting Conflict Between Members . If the title to a particular Lot is owned of record by more than one Member, then the one vote appurtenant to such Lot may be exercised by any one of such Members, unless the other Members who own an interest in such title to the Lot shall object prior to the completion of voting upon the particular matter under consideration. In the event of any such objection, the one vote appurtenant to such Lot shall not be counted.

6.9 Termination and Reinstatement of Class B Members . If on any one or more occasions all Class B memberships should terminate or the Class B Member should relinquish its rights hereunder, and if after any such termination or relinquishment, the Founder, by annexation to the Property in accordance with the Declaration, should add additional property to the Property theretofore subject to the Declaration, then on each such occasion the status of the Founder as a Class B Member shall be fully reinstated with a full vesting of all rights previously relinquished, and following each such occasion, the Founder, or the nominee or nominees, if any, of the Founder, shall continue to be Class B Members with all rights vested herein until such time as the Founder

thereafter relinquishes such rights. Following each such reinstatement of the Class B memberships, for so long thereafter as the Class B memberships shall continue to exist, the Founder, and their nominee or nominees, if any, shall have all rights and powers of Class B membership, as herein provided.

6.10 Other Voting Provisions. The Articles and/or the Bylaws contain other provisions relating to voting rights of Members with respect to matters or issues unrelated to this Declaration, including, but not limited to, the election of individuals to the Board of Directors.

6.11 Condominium Unit(s). In the event a Residential Unit or other improvement constituting a condominium unit(s) is constructed on a Lot, then upon conveyance of the condominium unit(s), each Owner of the condominium unit shall be entitled to one vote appurtenant to such condominium unit; provided, however, in such instance there shall not be a vote appurtenant to the common areas which are a part of such condominium unit(s). In no event shall the total number of votes appurtenant to a Lot upon which condominium units are located exceed the number of condominium units on such Lot. Further, in the event an Owner of a condominium unit on a Lot owns more than one such condominium unit on the same Lot, then such Owner shall be entitled to only one vote for all condominium units owned by such Owner on the Lot.

6.12 Election of Board of Directors.

(a) Procedure. Elections shall be conducted in accordance with the Bylaws and procedures established by the then-current Board.

(b) Initial Selection by Founder; Selection during the Development Period. The Founder shall appoint and remove the initial officers and members of the Board and shall elect the Board during the Development Period. The Founder may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the development period, in which case the Founder reserves the right to record an instrument specifying that, until the time Founder would have been required to end control of the Board, certain actions of the Association or Board must be approved by the Founder before they become effective.

6.13 Classes of Votes.

(a) Intent. It is anticipated that a single Owner, alone or with affiliates, may own condominiums or other Parcels and thereby control a significant number of votes, which could unduly influence the election of owner representatives from the remaining Parcels. Furthermore, if the Neighborhood includes a significant number of apartment units, it is deemed desirable that tenants participate in the operation of the Neighborhood.

(b) Block Vote. If, after the Development Period any Owner, alone or with affiliates, controls at least 20% of the votes of the Association, that Owner shall select

one member or 20% of the Board, whichever is greater, but shall not vote for any other members of the Board. If such Owner controls at least one third of the votes of the Association, that Owner shall select two members or one third of the Owner-selected members of the Board, whichever is greater, but shall not vote for any other members of the Board. In all membership votes other than election of Board members, such Owner shall be entitled to cast votes in the same manner as any other Owner. The Founder shall elect all board members during the Development Period.

(c) Tenants. Tenants within the Neighborhood may at any time form a Tenant Advisory Committee and may elect one delegate as a non-voting member of the Board of the Association. If, after the end of the Development Period the number of rental units equals at least one third of the total Residential Units in the Neighborhood, then the number of directors shall be increased so that tenants may elect one voting member of the Board of the Association.

(d) Calculation. For purposes of paragraph (b), the calculation of numbers of Board members shall not include the tenant delegate. For example, if a condominium or apartment building owner controlled one-third of the votes, the Board could comprise two members elected by the condominium or apartment building Owner, four members elected by other Owners, and one member elected by tenants.

6.14 No Compensation for Directors. Directors shall receive no compensation for their services unless expressly provided for in resolutions adopted by the Members, but may be reimbursed for expenses.

6.15 Additional Provisions. Additional provisions concerning the operation of the Association and the Board are contained in the Articles and Bylaws.

6.16 Limitation of Liability and Indemnification.

The Association shall indemnify every officer, director and committee member, Founder, Founder Members, Founder employees and agents against any and expenses, including counsel fees and expenses, reasonably incurred by or imposed upon such officer, director or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake or judgment, negligent or otherwise, except for their own individual willful malfeasance, misconduct, illegal activities, or bad faith. The officers, directors or committee members shall have no personal liability with respect to any contract or commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be

exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled.

ARTICLE VII:

Decision Making

7.1 Neighborhood Meeting.

(a) When called. After the Development Period the Neighborhood Meeting shall be called annually for the election of members of the Board, and whenever any action is required by this Declaration to be taken by vote or assent in writing of the Members. As a convenient reference and not as a limitation, actions requiring a vote of the Members, or assent in writing, include the following:

Annexation of Additional Property.....	Section 2.3
Repeal of Additional Services	Section 6.2
Election of the Board of Directors	Section 6.12
Approval of General Assessments when increased more than 15%.....	Section 8.4
Ratification of expenditures for capital improvements.....	Section 8.6
Approval of Zone expenses	Section 8.7
Amendment of Declaration.....	Section 13.1
Dedication of the Commons	Section 13.2
Merger into, or Dedication of Commons to, Municipality	Section 13.4
Termination of the Declaration.....	Section 13.5

(b) Quorum. Voting at a Neighborhood Meeting requires presence of members representing the percentage of votes necessary to transact business. The necessary percentage is determined by the Bylaws, and if permitted by the Bylaws and by statute, the Board may revise this percentage from time to time.

(c) Notice. Notice of the meeting must be given to Members in accordance with Section 14.4 ("Notices") and in accordance with the Bylaws. Notice of meetings shall also be posted in at least one place within the Commons.

(d) Proxies; Electronic Voting. To the extent allowed by the Bylaws and statute, proxies and limited proxies may be used to establish a quorum and for voting purposes. To the extent allowed by law and in accordance with procedure that may be adopted in the Bylaws, a quorum may be evidenced, and votes may be cast, by electronic means.

7.2 Action without Meeting. If permitted by the Board, the membership may approve any matter (specifically including the election of directors) by a written vote conducted by mail, by electronic ballot, or by written consent without a meeting. Notice may be

waived in the event of an emergency. Voting or consents shall be in accordance with the Bylaws and statute. Wherever used in this Article, "electronic means" or "electronic ballot" shall specifically include e-mail and, upon approval of the Board, other similar means of communication which may be developed in the future.

7.3 Board Meetings.

(a) Board's Responsibility. Except as specifically provided in this Article or elsewhere in this Declaration, the Board has been delegated the power, and shall have the authority to act on behalf of the Association and to make all decisions necessary for the operation of the Association, the enforcement of this Declaration and the care of the Commons.

(b) Quorum. Voting at a Board meeting requires presence of at least one-half of the directors, in person or telephone conference or, if allowed by law, by proxy. If permitted by law, any action required to be taken by vote of the Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the Board. With the approval of all directors, meetings may be conducted by electronic means.

7.4 Record Keeping. The Board shall keep a record of all meetings, both of the Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any Member.

7.5 Approval. Wherever used in this Declaration, approval by a majority or other proportion of the Members refers to a vote in accordance with this Article, either at a properly called Neighborhood Meeting or through a voting procedure established under Section 7.2. Where the Declaration specifies consent in writing, or request in writing, by a majority or other proportion of all Members, then the necessary number is based on the number of votes represented by the total Membership of the Association, and signatures may be collected without a Neighborhood Meeting or other voting procedure.

ARTICLE VIII:

Association Budget

8.1 Fiscal Year. The fiscal year of the Association shall begin January 1 of each year and end on December 31 of that year, unless the Board selects a different fiscal year.

8.2 Budget Items. The budget shall estimate total expenses to be incurred by the Association in carrying out its responsibilities. These expenses shall include, without limitation, the cost of wages, materials, insurance premiums, services, supplies, taxes,

licenses, fees and other expenses for the rendering of all services required by this Declaration or properly approved in accordance with this Declaration. The budget may also include reasonable amounts, as determined by the Board, for working capital for the Association and for reserves. If the Commons are taxed separately from the Parcels, the Association shall include such taxes as part of the budget. Fees for professional management of the Association, accounting services, legal counsel and other professional services may also be included in the budget.

8.3 Reserves. The Association may build up and maintain reserves for working capital, contingencies and replacement, which shall be included in the budget and collected as part of the annual General Assessment. Extraordinary expenses not originally included in the annual budget that may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority vote of the Members. If the reserves are inadequate for any reason, including nonpayment of any Member's assessment, the Board may at any time levy an emergency assessment in accordance with the provisions of Section 10.4 ("Special Assessment"). If there is an excess of reserves at the end of the fiscal year and the Board so determines, the excess may be returned on a prorated basis to all Members who are current in payment of all assessments due the Association, or may be used to reduce the following year's assessments, at the Board's discretion.

8.4 Preparation and Approval of Annual Budget.

(a) Initial Budget. The Founder shall determine the budget for the fiscal year in which a Parcel is first conveyed to an Owner other than the Founder. The Founder is authorized to establish an assessment for the first year and collect same at the closing and conveyance of the Lot to an Owner.

(b) Subsequent Years. Beginning with the year in which a Parcel is first conveyed to an Owner other than the Founder and each year thereafter, at least one month before the end of the fiscal year, the Board shall, by majority vote, adopt a budget for the coming year and set the annual General Assessments at a level sufficient to meet the budget. At least two weeks before the fiscal year to which the budget applies, the Board shall send to each Member a copy of the budget in reasonably itemized form, which shall include the amount of General Assessments payable by each Member.

(c) Approval. If General Assessments are to be increased to greater than 115% of the previous year's General Assessment which was not a year in which General Assessments were guaranteed in whole or in part by Founder, and petitions signed by at least 10% of all Members request review within thirty (30) days after the budget is delivered to Members, the Board shall call a Neighborhood Meeting to present the budget and to answer any questions. After presentation, the budget shall be deemed approved unless the percentage required to transact business is present and the budget is rejected by

a majority of the Members present. If the budget is rejected, the Board shall approve a new budget within ten (10) days and send a copy to each Member.

8.5 Effect of Failure to Prepare or Adopt Budget. The Board's failure or delay in preparing or adopting the annual budget for any fiscal year, or review of the budget under paragraph 8.4 (C), shall not waive or release a Member's obligation to pay General Assessments whenever the amount of such assessments is finally determined. In the absence of an annual Association budget each Member shall continue to pay the assessment at the rate established for the previous fiscal period until notified otherwise.

8.6 Capital Improvements. Any substantial capital improvement to the Commons approved by the Board must be ratified by a majority of the Members. If the substantial capital improvement is approved by the Members, the Board shall determine whether it shall be paid from General Assessments or by Special Assessment. A capital improvement shall be considered substantial if the cost to the Association of the improvement is more than six percent (6%) of the Association's annual budget, or if, when added to other capital improvements for the fiscal year, totals more than ten percent (10%) of the Association's annual budget. However, any repair or replacement of existing improvements shall not be considered a capital improvement. Approval of the Florence Gardens Design Review Committee is required for all capital improvements. This section shall not limit the right of the Founder to make improvements to the Commons.

8.7 Zone Expenses.

(a) Capital Improvements. Any Zone may, by two-thirds (2/3) vote of the Members within that Zone and approval of the Board, vote to assess themselves for capital improvements to Commons which will primarily benefit that Zone.

(b) Additional Services. Any Zone may, by majority vote of the Members within that Zone and approval of the Board, vote to assess themselves for maintenance or services in addition to those normally provided by the Association.

(c) Combined Zones; Smaller Groups. Zones may be combined or join together for such assessments. If more than one Zone is to vote, the Board shall determine whether approval and assessment is to be by Zone or by the combined group of Zones. If a group smaller than a Zone wishes to be assessed for capital improvements or services, all of those being assessed must agree to the assessment.

(d) Assessment Levy. Any assessment so approved shall be assessed to all Owners within that Zone or designated group as an Individual Parcel Assessment. Assessments may be collected at the time of the sale to the first non-Founder owner.

(e) Limited Common Area Assessment. Notwithstanding anything contained herein to the contrary, the Owners located adjacent to or affected by the Limited

Common Area shall be subject to and pay a Limited Common Area Assessment for the cost of maintenance of the Limited Common Area and related expenses. This Limited Common Area Assessment is automatic and can not be waived or voted out by the Owners.

8.8 Accounts. Reserves shall be kept separate from other Association funds, either in a single account for all reserves or separated by purpose. All other sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund.

ARTICLE IX:

Allocation of Expenses

9.1 Generally. The common expenses of the Association shall be generally allocated among Parcels on a pro-rata basis, with each Parcel responsible for and being assessed an equal amount for the General Assessment. This method of assessment shall apply to residential Lots in the Neighborhood upon which are built individual residential units. Parcels which consist of other types of residential units such as apartments or condominiums may be assessed in a different manner, as determined and set forth in a Supplemental Declaration within which condominiums, apartments or other such uses are planned. Founder shall in its sole discretion set and determine the method and allocation of Assessments for such other uses in said Supplemental Declarations.

9.2 [Intentionally Deleted]

9.3 Special Use Parcels. Assessments for Special Use Parcels shall be determined by the Founder based on the anticipated use of the parcel.

9.4 Exempt Parcels. Parcels that are used by non-profit entities primarily for the benefit of residents of the Neighborhood may have a zero allocation, at the discretion of the Founder. The Founder may grant such exempt status of record at any time up to and including the time of conveyance of the parcel to someone other than the Founder. Once granted, such exempt status shall continue so long as the use of the Parcel remains substantially the same. The Association also has the authority to grant exempt status for qualified entities upon terms and conditions established by the Association.

9.5 Additional Property. If Parcels of substantially different size or use are created within Additional Property, the Founder may by Supplemental Declaration establish a different relative value for those Parcels based on a reasonable determination of the expected usage levels consistent with the determination for other properties within the Neighborhood. If individual Residential Units which are within primarily commercial portions of the Master Plan Area are added and the property surrounding such units is not

added, the amount of assessments to be paid by such units may be reduced, based upon a reasonable estimate of the units' usage of the Commons.

ARTICLE X:

Covenants for Maintenance Assessments

10.1 Obligation for Assessments. The Founder, for each Parcel or Lot owned within the property submitted and subject to this Declaration or Supplemental Declaration hereby covenants for each subsequent Owner, and each Owner of any Parcel or Lot by acceptance of a deed or other transfer instrument, whether or not it shall be so expressed in such instrument, is deemed to covenant and agree to pay to the Association the following (to be known collectively as "Assessments"):

- (a) General Assessments for expenses included in the budget,
- (b) Special Assessments for the purposes provided in this Declaration,
- (c) Individual Parcel Assessments for any charges particular to that Parcel, including, but not limited to assessments for use and maintenance of Limited Common Area, and
- (d) other Assessments as allowed in the Declaration,

together with a late fee and interest, as established by the Board, and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought. Upon default in the payment of any one or more installments, the Board may accelerate the entire balance of such Assessment, which shall be declared due and payable in full. The assessment may be collected at the time the Lot is conveyed to the Owner or non-Founder party or entity.

10.2 Allocation of Common Expenses. Expenses shall be allocated among the Parcels on a pro-rata basis as provided in Article IX ("Allocation of Expenses").

Notwithstanding any provisions in this Article to the contrary, Founder, so long as it owns a Lot shall have a choice of payment of its share of the Assessments. It may in its sole determination either (a) pay the difference in the amount of the receipts due from Owners and the amount of the actual costs of operations, or (b) it may pay the full annual Assessment for each Lot it owns.

In the event that any financial deficiency occurs in the operation of the Association as a result of the non-payment of Assessments by Owners who owe the Assessment but have

not paid them, the Founder may, but is in no way obligated to do so, advance these sums temporarily to the Association. In such event, the advance will be considered a loan from the Founder and the Association and each Owner and Member of the Association is liable for the repayment of that loan on terms acceptable to the Founder including reasonable interest

10.3 General Assessments.

(a) Establishment by Board. The Board shall set the date or dates such assessments become due and may provide for collection of assessments annually or in monthly, quarterly or semiannual installments. Notwithstanding the foregoing, the Founder may set, estimate and collect assessments at the time of the conveyance of a Lot or Parcel to an Owner in the manner as set forth below.

(b) Date of Commencement. The annual General Assessments shall begin on the day of conveyance of the first Parcel to an Owner other than the Founder. The initial Assessment on any Parcel subject to assessment shall be collected at the time title is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the pro-rata share of the annual General or Special Assessment charged to each Parcel, prorated to the month of closing.

10.4 Special Assessment. In addition to the General Assessment, the Board may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four succeeding years as follows:

(a) Capital Improvements. Any substantial capital improvement that has been approved in accordance with Section 8.6 ("Capital Improvements") or any capital improvement not required to be approved by the Members may be paid by Special Assessment.

(b) Emergency Assessment. By a two-thirds (2/3) vote, the Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense which this Declaration or the law requires the Association to pay (including, after depletion of reserves, any unexpected expenditures not provided by the budget or unanticipated increases in the amounts budgeted).

10.5 Individual Parcel Assessments. The Association may levy at any time an Individual Parcel Assessment against a particular Parcel for the purpose of defraying, in whole or in part, the cost of any special services to that Parcel, for expenses approved by that Zone in accordance with Section 8.7, or any other charges designated in this Declaration as an Individual Parcel Assessment, including charges relating to use and maintenance of Limited Common Area.

10.6 Capital Contribution. At the closing and transfer of title of each Parcel to the first Owner other than the Founder or the builder, and at all subsequent transfers of title, the purchaser of the Parcel shall contribute an amount equal to at least six months of annual Assessments. The exact amount of the capital contribution shall be determined by the Founder during the Development Period and the Board thereafter. This capital contribution, which shall be enforceable in the same manner as an Assessment, shall be deposited in the general funds of the Association for capital expenses of the Association and for working capital for the Association, and shall not be considered a pre-payment of Assessments. This capital contribution is separate and apart from Assessments. The Founder may also determine to collect tax assessments as a lump sum or other method

10.7 Effect of Nonpayment of Assessment; Remedies

(a) Personal Obligation. All Assessments, together with any late fee, interest and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought (collectively, the "Assessment Charge") shall be the personal obligation of the person or entity who was the Owner of the Parcel at the time when the assessment was levied, and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Parcel. Notwithstanding the foregoing, the Founder's Members shall not be held personally liable for any Assessment Charge owed by the Founder.

(b) Creation of Lien. The Assessment Charge shall also be charged on the land and shall be a continuing lien upon the Parcel against which the Assessment Charge is made, which may be enforced upon recording of a claim of lien. This lien, in favor of the Association, shall secure the Assessment Charge which is then due and which may accrue subsequent to the recording of the claim of lien and prior to entry of final judgment of foreclosure. Any subsequent owner of the Parcel shall be deemed to have notice of the Assessment Charge on the land, whether or not a lien has been filed. Notwithstanding the foregoing, any Assessment Charge due on any property owned by Founder shall not be a lien and may not be enforced upon recording of a claim of lien.

(c) Suit for Payment; Foreclosure of Lien. The Association and/or Founder may bring an action at law against the Owner personally obligated to pay the Assessment Charge, or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Parcel foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage and convey the Parcel.

(d) Other Remedies. The Association and/or Founder have the right to assess fines and suspend the voting rights and right to use of the Commons by an Owner for any period during which any Assessment against his Parcel remains unpaid. The Association and/or Founder may bring such action at law or in equity or both as shall allow for the

complete enforcement of this Declaration. Notwithstanding the foregoing, Founder may not lose the right of use of any of the Commons for itself, its employees or agents.

10.8 Transfer Fee and Certificate of Payment. Upon the sale or other transfer of any Parcel (other than the sale of Parcel by the Founder) there shall be paid to the Association a "Transfer Fee" equal to one dollar (\$1.00) for every ten thousand dollars (\$10,000.00) of the purchase price of the Parcel (including the cost of the improvements constructed thereon). This Transfer Fee shall be remitted to the Association immediately following the closing of the sale or other transfer of a Parcel, together with the full name and address of the new Owner of the Parcel.

Also, prior to the sale of any Parcel in the Neighborhood, the closing attorney or other party handling the closing of the sale and purchase must contact the Association to determine the status of the Assessments against the property and similar matters and to receive a certificate of payment. This procedure must be followed for any sale or transfer of a Parcel in the Neighborhood.

The treasurer of the Association, upon request of any Owner, shall furnish a certificate signed by a member of the Board stating whether any assessments are paid to date by that Owner. Such certificate, when co-signed by the secretary of the Association, may be relied upon by a good faith purchaser or mortgagee as conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE XI:

Use of Parcels

The following covenants are designed to protect the quality of life for all Owners within the Neighborhood and to set a standard for reasonable cooperation within the Neighborhood.

11.1 Permitted Uses.

(a) Determination. Permitted uses for Parcels, which may include residential use, civic use or retail, office, restaurant, hotels, bed and breakfasts, health spas, private clubs, recreational use or other commercial use, shall be determined based on the Florence Gardens Design Standards and the plat, subject to the zoning requirements of the appropriate governmental agency or entity. At the Founder's discretion, the Founder shall make the determination of record at the time of the Parcel's addition to the Neighborhood, or at any time up to and including the time of conveyance of the parcel to someone other than the Founder. If the Founder fails to make such a determination of record, the Florence Gardens Design Standards, or the approval of the Building or modification under this Declaration, may describe permitted uses.

(b) Home-based Businesses. Unless prohibited by law, home-based businesses that do not generate significant noise, odor, parking problems, increased traffic or which encourages vehicles other than automobiles (as defined herein), shall be

permitted in any residential area. Signage for home-based business shall be regulated under the Florence Gardens Design Standards. The type of home-based business allowed and/or encouraged in Florence Gardens shall be determined by the Board of Directors in its sole discretion. The Board's decision is final, not appealable to any court or other authority and may be arbitrary and capricious.

11.2 Prohibited Uses.

(a) Nuisances. No nuisance or other use that creates an unreasonable disturbance shall be permitted on any Parcel. The Association and/or Founder may from time to time define and determine unacceptable uses.

(b) Insurance. Nothing shall be done or kept on any Parcel or the Commons that will increase the rate of, or result in cancellation of, insurance for the Commons or any other Parcel or its content, without the prior written consent of the Association.

(c) Soliciting. The Association may regulate or prohibit soliciting within the Neighborhood.

(d) Time Sharing. No time-share ownership of Parcels is permitted without the Association's approval. For this purpose, the term "time-share ownership" shall mean a method of ownership of an interest in a Parcel under which the exclusive right of use, possession or occupancy of the Parcel circulates among the various owners on a periodically reoccurring basis over a scheduled period of time. Leasing a building or ownership of a Parcel by a corporation, partnership or other entity or by not more than four individuals or married couples will not normally be considered time-share ownership, unless otherwise determined in the Association's sole discretion.

11.3 Attractiveness and Safety of Parcels.

(a) Generally. Each Owner shall keep all parts of his Parcel in good order and repair and free from debris. The Florence Gardens Design Standards or the Association may regulate placement and maintenance of garbage and trash containers and fuel or gas storage tanks (including the prohibition of such tanks), and other matters affecting the attractiveness or safety of Parcels.

(b) Signage. Except for uniform mail boxes and address numbers approved by the Association and such signs as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be maintained or permitted in or on the dwelling, the Parcel or any improvement on the Parcel, including "For Sale" or "For Lease" signs of the Owner or realtor representing an Owner. Builders or realtors of builders of newly constructed dwellings may place "For Sale" signs on the designated property of a design and size individually and specifically approved by the Association. Inappropriate signs or signs not in good repair will be removed by the Association. The

Association may change sign design requirements at any time.

Notwithstanding the foregoing, the restrictions of this Section shall not apply to Founder, its agents and affiliates during the Development Period.

The Association shall have the right to erect reasonable and appropriate signs on any portion of the Common Area and within those easement areas established under the Declaration including but not limited to speed limit signs, directional signs and no parking signs.

(c) Parking and Vehicles.

(i) No Parking Zone. The Neighborhood has been designed with a roadway system that minimizes the impact on the natural beauty of the Property, therefore on-street parking at any times throughout the Neighborhood is prohibited. Additional off-street guest parking will be provided by the Founder at selected locations throughout the Property. In addition, for large private gatherings, guests of Owners may request approval of the Association to reserve and use designated parking areas developed with the Common Facilities. Failure to conform to the no-parking areas will be a violation of the Declaration. Notwithstanding the foregoing, Founder during the Development Period and the Association after the Development Period may provide rules and guidelines concerning temporary parking for contractors, builders and their vendors while constructing, remodeling or performing maintenance on Owner's houses or the Commons.

(ii) Parking for Residential Units. Each single family Residential Unit to be constructed on a Lot having an area greater than 12,000 square feet shall provide for enclosed (garage) parking for a minimum of two automobiles. Each single family attached Residential Unit and each single family detached Residential Unit to be constructed on a Lot having an area of 12,000 square feet or less shall provide for enclosed (garage) parking for a minimum of one automobile. Off-street parking shall be required for each Residential Unit. The number of off-street parking spaces, excluding the use of the driveway that provides access to the garage(s), will be a minimum of two on each Lot having an area greater than 12,000 square feet, and one on each Lot having an area of 12,000 square feet or less. Anything to the contrary notwithstanding, the Founder or the Design Review Committee may increase the enclosed parking or off-street parking requirements on any Residential Unit.

The Committee will have the authority to consider variances to the number of enclosed parking spaces and off-street parking spaces on Lots that it deems to have unusual circumstances or where it believes in its sole opinion that the required parking standard will contribute to a poor design solution for the Lot.

Owners and their guests must park in their provided off-street parking or may park in spaces as provided within the Common Areas if prior approval has been obtained from the Association.

(iii) Other Motorized Vehicles. The Board shall have authority to promulgate rules and regulations to govern the parking upon any Lot, on the street or within any portion of the Commons of motor homes, tractors, trucks (other than three quarter ton and small pickup trucks which are considered automobiles) commercial vehicles of any type, campers, motorized campers, trailers, boats and other water craft, boat trailers, ATV's, motorcycles, motorized bicycles, motorized go-carts, or any other forms of transportation devices (collectively "Other Motorized Vehicles"). Furthermore, although not expressly prohibited hereby, the Board may at any time, promulgate rules and regulations banning Other Motorized Vehicles or any specific type included in the definition of Other Motorized Vehicles from being kept, placed, stored, maintained, or operated upon any portion of the Property. Any Motorized conveyance that cannot be licensed for use on public streets will be prohibited from use on all streets and Common Areas for the Neighborhood.

(iv) Restrictions on the Use of Certain Vehicles. All Terrain Vehicles, four wheelers, motorized go-carts and other similar vehicles may not be ridden anywhere on the Property. Motorcycles, use for transportation, may be ridden from the entrance to their destination and parked and must be equipped with a muffler.

(v) Repair of Vehicles. Owners, their tenants and Invites shall not repair or restore any vehicle of any kind upon which any Lot, Residential Unit, or within any portion of the Commons, except within enclosed garages or workshops or for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility.

(d) Sports Equipment. Play structures, such as basketball hoops and backboards and swing sets, must be kept in good repair and may be limited, in accordance with the Florence Gardens Design Standards, to back yards or alleys. Large play structures such as skateboard ramps that are visible from outside the Parcel may be prohibited.

11.4 Leasing. Residential Parcels or separate Residential Units within a Parcel, such as an outbuilding, may be rented by the owner, subject only to applicable law and to reasonable rules and regulations as promulgated by the Association, which may be modified from time to time. The Association may establish a minimum lease term of at least six months. The Association may prohibit the leasing of any Residential Unit while the Owner is in default in the payment of Assessments. If the Residential Unit is leased in violation, the Association may attach rentals and may evict the tenant as if it were a tenant violation hereunder.

11.5 Pets. Pets may be kept by an Owner on his Parcel but only if such pets do not cause an unsafe condition or unreasonable disturbance or annoyance within the Neighborhood in the sole determination of the Association. Each Owner shall be held strictly responsible to immediately collect and properly dispose of wastes and litter of his pets. The Association reserves the right to regulate the number, type and size of pets (specifically including particular breeds of dogs deemed to create unreasonable danger); to prohibit the keeping of animals other than customary household pets, which it may define, acting reasonably; to designate specific areas within the Commons where pets may be walked and to prohibit pets on other areas; to require pets to be on leash; and to restrict the rights of tenants to keep pets.

11.6 Temporary Structures; Camping. The Florence Gardens Design Standards may prohibit or regulate construction trailers, tents, shacks, barns, sheds or other structures of a temporary character that are visible from outside the Parcel. However, reasonable, occasional use of tents for festive occasions or children's backyard camping is part of life and should be enjoyed. In addition, the Association or Founder may permit the use of tents, trailers and other temporary buildings on the Commons or elsewhere within the Neighborhood during art festivals, craft fairs, block parties and other special events which are encouraged, subject to regulation by the Florence Gardens Design Standards. No other camping is permitted within the Neighborhood unless designated campgrounds are added to the property.

11.7 Outside Burning. Exterior fires are prohibited at all times. No Owner shall permit any condition upon its Property which creates a fire hazard or is in violation of fire prevention regulations. Notwithstanding the foregoing, the restrictions of this Section shall not apply to the Founder relative to the Founder's development activities on the Property including but not limited to the construction of roadways and Commons and the installation of utilities services.

11.8 Exterior Lights. The design and location of permanent exterior lighting and other types of landscape lighting shall be subject to the approval of the Design Review Committee. Neither these nor any other illumination devices shall be located anywhere on the structure or grounds of any Lot in such a manner to adversely illuminate or affect the nighttime environment of any adjoining Property. The Design Review Committee will promulgate rules and regulations concerning the temporary use of exterior lights for seasonal occasions. Each single family residential unit shall include one or more natural gas fueled coach lights at the front entrance of the residential unit. The design and location of the coach light(s) shall be subject to the applicable provisions of the Design Standards.

11.9 Hazardous Materials. Each Owner shall comply with all federal, state and local statutes, regulations, ordinances, or Association rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the "Environmental Laws"). Environmental Laws shall include, but are not

limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, wastes and materials (collectively, the "Hazardous Materials"). No Owner, his family, his tenants, or invitees shall knowingly use, generate, manufacture, store, release, dispose of, transport to or from or permit to exist in, on, under or about his Lot, the Commons or any portion of the Property and Hazardous Materials except in compliance with the Environmental Laws.

11.10 Rules and Regulations.

(a) Generally. The writing of rules is one way to address specific issues that arise within the Neighborhood. The Association and/or Founder may adopt or amend rules and regulations interpreting or expanding upon the basic principles of this Article and other portions of this Declaration. Rules should strive to address the problem in the least restrictive way. The Board should review the Rules and Regulations regularly and remove or amend those that are unnecessary or overly restrictive.

(b) Effect. Rules and Regulations shall take effect immediately upon approval by the Board, or at a later date selected by the Board. If requested by at least 25% of the Members, a Neighborhood Meeting may be called and any Rule or Regulation may be repealed by majority vote of the Members.

(c) Notice. A copy of the Rules and Regulations adopted from time to time shall be posted in a conspicuous place within the Neighborhood or furnished to each Owner.

(d) Responsibility. Each Owner and the Owners' family members, guests and tenants are required to abide by the covenants contained in this Declaration, which are covenants running with the land, and any Rules and Regulations adopted by the Association. Each Owner is responsible for assuring such compliance, and any violation by family members, guests or tenants may be considered to be a violation by the Owner.

11.11 Enforcement. In order to enforce the Declaration, the Board may take any of the following actions:

(a) Fines. The Board has the right to assess fines up to the maximum allowed by law and may restrict the resident's use of the Commons for up to sixty (60) days or until the violation is remedied, whichever is longer. However, the primary goal of this chapter is not to punish but to resolve problems. The Association may suggest or approve agreements and withhold the requirement of paying a fine if the agreement is honored. Fines shall be charged against the Parcel as an Individual Parcel Assessment. Any fines collected shall be contributed to the general fund of the Association.

(b) Pets. If the Board finds that a pet causes an unsafe condition or

unreasonable disturbance or annoyance, it may require the resident or Owner to take steps to cure or limit the offensive condition. If such steps are ineffective, if the resident or Owner fails to cooperate or if the pet is considered to create an unsafe condition or unreasonable disturbance or annoyance, the Association may require that an Owner or resident permanently remove the pet from Florence Gardens.

(c) Corrective Action for Parcel Maintenance. If the Board determines that any Owner has failed to maintain any part of a Parcel (including the yard and any wall, fence, or building for which the Owner is responsible) in a clean, attractive and safe manner, in accordance with the provisions of this Declaration, Florence Gardens Design Standards and applicable Rules and Regulations, the Board shall notify the Owner of its findings and may assess fines. If the violation continues for ten days after notice to the Owner, the Association shall have the right without liability to enter the Parcel to correct, repair, restore, paint and maintain any part of such Parcel and to have any objectionable items removed from the Parcel. The Board may reduce or eliminate the time for notice if it believes the condition creates a hazard. All costs related to such action are to be assessed to the Owner as an Individual Parcel Assessment.

(d) Tenant Violations. If after notice to both the tenant and the Owner and opportunity for a hearing the Board determines that a tenant has violated this Declaration or Rules and Regulations, the Association may assess fines against the Owner. In addition, if the violation continues for ten days after notice to the Owner of the findings, or if the tenant materially violates the same covenant more than once in any one-year period, the Association shall have the right to evict the tenant. Each Owner by acceptance of a deed irrevocably appoints the Association as its agent and attorney-in-fact in such an eviction action. All costs related to such action shall be charged to the Owner as an Individual Parcel Assessment.

(e) Additional Remedies. All remedies listed in this section are non-exclusive and may be applied cumulatively. The Association shall also have the right to bring suit to enforce the covenants contained in this Declaration, including the right to an injunction. The Association, the Founder and their successors and assigns shall have the right to bring such action at law and/or in equity so as to afford the aggrieved party a proper remedy. The party adjudicated at fault shall pay all costs, expenses and fees incurred in enforcing this Declaration or any Declaration contemplated herein.

ARTICLE XII:

Insurance

Insurance is essential to protect the interests of the various Owners and to assure that funds will be available for rebuilding after a casualty. However, because insurance costs may increase significantly or new types of coverage made available, this Article gives some flexibility to the Board to select insurance coverage that is reasonable for the conditions that exist at that time.

12.1 Review of Coverage. The Board shall review limits of coverage for each type of insurance at least once each year. Insurance can protect the Association's assets and financial security. However, insurance is a large, and sometimes volatile, item on the Association's budget. At least once each year, the Board should review types of insurance and terms and limits of coverage for insurance held by the Association. Changes in replacement costs or anticipated liabilities can make old insurance inadequate. In rare cases, if coverage becomes too expensive, the Association may make a decision to drop certain coverage or to take a higher deductible. In any event, the Board is expected to exercise the "prudent person" principle in determining how to deal with insurable risks of the Association.

12.2 Severability of Interest. Whenever practical, insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement that prevents the insurer from denying the claim of an insured because of negligent act of other insured.

12.3 Types of Insurance. The Association should consider the following types of coverage:

(a) Casualty Insurance. The Board should consider whether the Commons include structures or other improvements that can and should be insured against casualty loss. Certain improvements, such as green space or landscaping, may not be insurable. However, buildings or other structures usually are insurable. Endorsements for fire and extended coverage, vandalism, malicious mischief, flood (if in a flood-prone area) and windstorm should be obtained where available at reasonable cost. Coverage should be in an amount not less than that necessary to comply with any co-insurance percentage stipulated in the policy or "agreed amount" insurance should be obtained.

(b) Public Liability. The Board may obtain public liability insurance in such limits as the Board determines, insuring against liability arising out of, or incident to, the ownership and use of the Commons and any topographic conditions or water access located on or adjoining Florence Gardens. At the Board's discretion, such coverage may include easements, such as walkways.

(c) Director Liability Insurance. The Board may obtain liability insurance insuring against loss for actions taken by members of the Board, officers of the

Association and advisory members in the performance of their duties. The Board may also obtain fidelity insurance or bonding for Board members, officers and employees.

(d) Other Coverage. The Board shall obtain and maintain workman's compensation insurance if and to the extent necessary to meet the requirements of law and such other insurance as the Board may determine or as may be requested from time to time by a majority vote of the Members.

12.4 Parcel Coverage. Each Owner shall obtain casualty insurance for improvements on the Parcel. If available at reasonable cost, the policy shall name the Association as an additional insured. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the improvements constructed on the Parcel. If requested by the Association, an Owner shall provide evidence of such insurance to the Association.

12.5 Repair and Reconstruction after Fire or Other Casualty.

(a) Commons. If fire or other casualty damages or destroys any of the improvements on the Commons, the Board shall arrange for and supervise the prompt repair and restoration of the improvements unless the area is to be redeveloped as provided in Section 13.3 ("Redevelopment"). The Board shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

(b) Parcel Improvements. If fire or other casualty damages or destroys a Building or any other improvements on a Parcel, the Owner of that Parcel shall immediately proceed to rebuild and restore the improvements to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the Florence Gardens Design Review Committee or the area is to be redeveloped as provided in Section 13.3. If the Owner fails to clean and secure a Parcel within 30 days after a casualty, the Association may, in accordance with the provisions of paragraph 11.9(C) ("Corrective Action for Parcel Maintenance"), remove debris, raze or remove portions of damaged structures and perform any other clean up the Association deems necessary to make the Parcel safe and attractive. The cost of such clean-up shall be assessed to the Parcel Owner as an Individual Parcel Assessment.

ARTICLE XIII:

Amendment, Redevelopment and Termination

Property Owners should be able to rely on the Declaration and the general principles it states. Amendment should not be easy except in cases where Founder deems it necessary during the Development Period. However, new solutions will be proposed from time to time to make the Association operate more efficiently or to adjust to changing conditions. Where clearly to the Neighborhood's benefit, these new provisions should be incorporated into the Declaration.

When, over long periods of time, conditions change so that redevelopment is necessary, the Declaration allows for a unified plan of redevelopment and compensation for affected owners.

13.1 Amendment.

(a) By Members. This Declaration may be amended at any time by an instrument signed by the president or vice president and secretary of the Association, certifying approval in writing by Parcel Owners representing sixty seven percent (67%) of the votes in the Association.

(b) By the Founder. During the Development Period the Founder specifically reserves the absolute and unconditional right to amend this Declaration without the consent or joinder of any party (i) for any reason prior to December 31, 2007, (ii) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of mortgages, (iii) to conform to the requirements of institutional mortgage lenders or title insurance companies, (iv) to comply with governmental requirements, or (v) to clarify the Declaration's provisions, correct errors or modify same due to market conditions.

(c) Limitations. Whenever any action described in this Declaration requires approval of greater than sixty seven percent (67%) of the Parcel Owners, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly. Rights reserved to the Founder may not be amended without the specific written consent of the Founder.

(d) Recording. Any amendment shall take effect upon recording in the public records.

13.2 Dedication.

(a) Neighborhood Roads. If any portion of the Neighborhood Roads has not previously been dedicated to the public, the Founder or Association shall have the right to

convey title to or dedicate the Neighborhood Roads to the appropriate public agency or authority.

(b) Commons. All other Commons may be dedicated to the public by the Founder during the Development Period and by the Board upon consent in writing of Parcel Owners representing sixty seven percent (67%) of the votes in the Association after the Development Period.

(c) Alleys; footpaths. At least twenty (20) years from the recording of this Declaration, if the Association determines that it no longer wishes to maintain all or some of the alleys or footpaths between Parcels, the ownership of such alleys or footpaths may be divided evenly between the adjacent Parcel Owners, with the consent in writing of Parcel Owners representing sixty seven percent (67%) of the votes in the Association. The property shall be subject to an easement for any then-existing utilities, and an easement may be reserved for continued use of the alleys or footpaths if required by the approving Owners.

(d) Necessary Approval. Any dedication or conveyance described above is subject to acceptance by the applicable governmental agency.

13.3 Redevelopment.

(a) Purpose. If the Neighborhood should ever be struck by a natural disaster or other casualty, all or a portion of the Neighborhood might be destroyed and need to be rebuilt. In general, after any casualty loss, improvements are to be rebuilt in accordance with the original plan. Alternatively, this section provides a method for redevelopment in accordance with a new plan when Parcel Owners representing sixty seven percent (67%) of the votes in the Association, the Founder and a majority of the mortgagees agree that it is necessary and desirable to do so. This super-majority approval is designed to protect individual property owners' rights and expectations in their property. However, when such consensus is achieved, this section allows redevelopment, while continuing to protect the dissenting owners by assuring payment to them of fair market value, plus a relocation allowance. The same method may be used when, after long periods of time, changing uses and conditions make redevelopment desirable. The requirements of this section are not applicable to vacant land, Lots or Parcels owned by the Founder.

(b) Definitions. Redevelopment is the process of rebuilding all or a portion of the Neighborhood, known as a Redevelopment Area, in accordance with a revised Florence Gardens Design Standards, combined with the offer to purchase the property of any dissenting Parcel Owners. A Redevelopment Area must be a defined, logical section for redevelopment comprising a Zone or Zones, or the entire Neighborhood. The plan may allow buildings that are currently in serviceable condition to remain but require that such buildings, if rebuilt or remodeled in the future, to be rebuilt in accordance with the redevelopment plan. The plan for redevelopment may include termination of the

Declaration for the Redevelopment Area. If the Declaration is terminated for a Redevelopment Area, the Founder may sell or donate to the Owners within the Redevelopment Area the Commons located there, reserving access and use easements as appropriate.

(c) Redevelopment; When Available. Redevelopment shall be available only upon the occurrence of one of the following:

(i) Any time after thirty (30) years from the recording of this Declaration, or

(ii) Upon a casualty loss destroying at least two-thirds, by value, of the insurable improvements, either within the entire Neighborhood, or within a Redevelopment Area. If the necessary approvals are not obtained within ninety (90) days after the casualty, the damage must be repaired in accordance with Section 12.5 ("Repair and Reconstruction after Fire or Other Casualty").

(d) Approvals. After the Development Period, redevelopment requires the consent in writing of Parcel Owners representing sixty seven percent (67%) of the votes within the Redevelopment Area and mortgagees holding mortgages on a majority, by assessment interests, of the Parcels encumbered by such mortgages. If the plan is approved, consenting Owners must rebuild in accordance with the redevelopment plan, and, unless the plan provides otherwise, must participate in the purchase of dissenting Owners' Parcels. Prior to the end of the Development Period redevelopment also requires the approval in writing of the Founder, which may be granted or withheld in its sole discretion.

(e) Redevelopment Corporation. The plan may include formation of a redevelopment corporation or other entity to purchase the Parcels of dissenting Owners. Unless otherwise agreed, the consenting Owners would be required to contribute to the capital of the redevelopment corporation in proportion to their General Assessments, as a portion of all consenting Owners. The plan may authorize the Association, on behalf of the redevelopment corporation, to collect the Owners' shares as an Individual Parcel Assessment.

(f) Option to Purchase. Upon approval of the redevelopment plan, the redevelopment corporation or other designee of the consenting Owners shall deliver an option to purchase to all remaining Owners of Parcels within the Redevelopment Area. The option to purchase must be delivered in person or by registered mail to each Owner of a Parcel to be purchased. The recipient of such an option shall, within 30 days, choose either to join the consenting Owners, or to sell the Parcel to the consenting Owners. Failure to agree to the sale within 30 days shall be deemed to be agreement to join the consenting Owners. The sale price shall be paid in cash or upon terms approved by the

seller, and the sale shall be closed in a timely fashion following determination of the sale price.

(g) Price. The price for each Parcel to be purchased shall be its fair market value determined by agreement between the seller and the designee of the consenting Owners within 30 days of the delivery or mailing of the notice. In the absence of agreement, the purchasing Owners and the selling Owners shall each select a real estate appraiser, which appraiser shall then choose a third appraiser, and the purchase price shall be the average (mean) of the three appraisals. The fair market value of the property shall be determined in its present, as-is condition, subject to the Declaration, and the seller shall be entitled to any insurance proceeds attributable to that Parcel distributed on account of the casualty loss. The expense of the appraisals and all closing costs shall be paid by the purchaser.

(h) Relocation Allowance. In addition to the purchase price, the purchaser shall pay to the seller a relocation allowance of five percent (5%) of the purchase price.

(i) Enforcement. A judgment of specific performance of the purchase based upon the determination of the price by the appraisers and any other relief at law or in equity may be entered in any court of competent jurisdiction.

(j) Limitation. Redevelopment shall be subject to applicable zoning and other governmental regulation. If necessary for this section's validity under the Rule Against Perpetuities or similar law, this option shall expire 90 years from the time of recording of this Declaration, or whatever greater time period allowed by law.

13.4 Formation of Municipality. If all or substantially all of Florence Gardens is incorporated as a municipality or other local government unit, the following would apply:

(a) Merger of Association. Members of the Association may, by majority vote, dissolve the Association or, if allowed by law, merge the Association into the municipality. Upon such dissolution or merger, all the Commons shall be dedicated to the public and the municipality shall have all the rights and obligations of the Association provided by this Declaration.

(b) Dedication without Merger. Alternatively, Owners could approve by majority vote a plan by which Commons are dedicated to the public, but the Association would retain some of its powers and duties, such as architectural review and enforcement of the covenants and restrictions.

(c) No Dedication. If no dedication is approved, the Association and Commons shall be maintained without change.

13.5 Duration; Termination. The covenants and restrictions contained in this Declaration shall run with and bind the Neighborhood and shall inure to the benefit of and be enforceable by the Founder, the Association, and all Owners of property within the Neighborhood, their respective legal representatives, heirs, successors or assigns for sixty (60) years, and shall be automatically extended for each succeeding ten year periods unless an instrument signed by Owners representing 90% of the votes in the Association and the Founder shall have been recorded, agreeing to terminate the Declaration as of a specified date.

This Declaration may also be terminated in any of the following ways:

(a) Unanimous Consent. The Declaration may be terminated at any time by the consent in writing of all Owners and the Founder.

(b) Dedication of Commons. The Declaration may be terminated by consent in writing by Parcel Owners representing sixty seven percent (67%) of the votes in the Association and the Founder, if the Commons have been accepted for dedication or taken by eminent domain by the appropriate unit of local government (except that alleys or footpaths between two Parcels may be divided evenly between the adjacent Parcel Owners in accordance with Section 13.2).

(c) Redevelopment. The Declaration may be terminated for all or a part of the Neighborhood in accordance with the redevelopment provisions of Section 13.3.

13.6 Re-recording. Unless this Declaration is terminated, the Association shall re-record this Declaration or other notice of its terms at intervals necessary under Mississippi law to preserve its effect.

13.7 Condemnation. If all or part of the Commons is taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

ARTICLE XIV:

General Provisions

14.1 Interpretation.

(a) Construction. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of the Neighborhood as a Neighborhood of the highest quality. The italicized portions at the beginning of each Article, if any, and all headings

are intended to state the purposes for the provisions that follow and may be used as an aid to interpretation. However, if the italicized portion conflicts with the operative provision, the operative provision shall govern.

(b) Governmental Regulation. All provisions of this Declaration, including without limitation modifications to the Master Plan and redevelopment provisions, shall be subject to applicable government regulation or agreements.

14.2 Invalidity. The invalidity of any part of this Declaration shall not impair or affect the validity or enforceability of the rest of the Declaration, which shall remain in full force and effect.

14.3 Enforcement of Declaration.

(a) Enforcement. Suit may be brought against any person, persons or entity violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages, and against his or its property to enforce any lien created by this Declaration. To enforce this Declaration or the Rules and Regulations, the Association, the Founder or any Owner may bring an action for damages, specific performance, declaratory decree or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association.

(b) No Waiver. Failure to enforce any provision of this Declaration or the Rules and Regulations shall not be deemed a waiver of the right to do so at any time thereafter.

(c) Association's Legal Fees. Any and all costs, including but not limited to attorneys' fees and court costs, which may be incurred by the Association in the enforcement of any of the provisions of this Declaration, whether or not suit is brought, may be assessed as an Individual Parcel Assessment to the Owner against whom such action was taken.

14.4 Notices. Any notice required to be sent to the Owner shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Parcel and, if different, to the last known address of the person who appears as Owner of the Parcel as that address is stated on the records of the Association at the time of the mailing. If the Owner has given approval, notice may be given by electronic means to an address provided by the Owner.

14.5 Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

14.6 Consent of Mortgagees.

(a) When Consent Required. This Declaration contains provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by a mortgage on a Parcel. Accordingly, no amendment or modification of this Declaration specifically impairing such rights, priorities, remedies or interests of a mortgagee shall be adopted without the prior written consent of Mortgagees as provided in subsection (b). This section shall not be construed, however, as a limitation upon the rights of the Founder, the Association or the Members to make amendments that do not adversely affect the Mortgagees.

(b) Percentage Required. Wherever consent of the Mortgagees is required, if any, it shall be sufficient to obtain the written consent of Mortgagees holding a lien on one-half or more of all Parcels encumbered by a mortgage. Specifically, there is no requirement to obtain the consent of mortgagees to amend, alter or change this Declaration.

(c) Timely Response. Any such required consent shall be given promptly and shall not be unreasonably withheld. Any consent not given or denied within 30 calendar days of receipt of request for consent shall be deemed given.

14.7 Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Mississippi.

14.8 Sidewalks and Walking Trails. Owners are responsible for the construction of sidewalks or walking trails where such sidewalks or walking trails abut the street side boundary line(s) of the Owner's Lot or are incorporated into an easement within the Lot as shown in the plans for the Neighborhood. Completion of the sidewalk or walking trail shall correspond to the completion of the driveway for the Lots and shall be built in strict conformance with the Design Standards and construction plans developed under the direction of the Founder or Design Review Committee. If the acceptance of the sidewalk or walking trail maintenance and repair is made by the Association, City of Gulfport, or other governmental agency having jurisdiction, the Owner's responsibility to keep the sidewalk or walking trail in repair shall be terminated.

14.9 Residential Unit Sizes and Setbacks.

(a) The minimum square feet of heated living area to be contained within any Residential Unit or any Lot shall not be less than 1100 square feet if one level Residential Unit and 1400 square feet if a multi level Residential Unit. The Founder, in its sole discretion, may increase or decrease the minimum square feet of heating living area by Zone ,street or by groups of contiguous parcels or on the Additional Property as it is developed by recording an amendment to the Declaration reflecting the change; or in the

alternative, the Founder may enforce the minimum square feet by the use of deed restrictions on individual Lots.

(b) Any building setback dimensions that violate the ordinances or other regulations established by the City of Gulfport or other governmental agency having jurisdiction will require a variance from the City or governmental agency having jurisdiction which variance may not be granted; however, in no event, except as provided in (c) below, shall any Residential Unit or other building be erected on any Lot nearer than three feet from the Lot line, ten feet from the rear lot lines or three feet from the side lot lines except for Residential Units constructed as attached single family structures or zero lot line structures which set backs may be zero feet. On corner lots, the set back on the side yard adjacent to the street must be a minimum of ten feet.

(c) For some Lots, neighborhoods or streets in the Neighborhood it may be impossible or inadvisable to enforce the above stated set back requirements due to the natural terrain, lot configurations, proximity of adjacent structures or other considerations that the Design Review Committee deems appropriate. Therefore, notwithstanding anything else herein to the contrary, the Design Review Committee or the Founder may establish or approve specific deviations (both increases and decreases) to said set back requirements which it believes to be beneficial to a specific Lot, neighborhood, street or on the Additional Property as it is developed by recording an amendment to the Declaration reflecting the change; or in the alternative by the use of deed restrictions on individual Lots.

14.10 Venue. Any disputes, legal matters or arbitration shall be conducted or litigated in Harrison County, Mississippi

(Signature Page Follows)

In witness whereof, the Founder has executed this Declaration as of the day and year first above written.

FLORENCE GARDENS, LLC,
a Mississippi limited liability company

By: _____
Martin C. Goldin, Manager

The undersigned Owners of certain Lots or Parcels in Florence Gardens do hereby execute this Declaration as of the day and year first above written to indicate their consent to and agreement with the terms, conditions and provisions thereof and to bind and subject their property to this Declaration.

C A Brown Developments, Inc.
a Mississippi corporation

By: _____
Craig A. Brown, President

L. J. & L. Enterprises, Inc.,
a Mississippi corporation

By: _____
Randall J. Cofield, President

Joan Cravens, Inc.,
a Mississippi corporation

By: _____
Joan Cravens, President

Harbor Oaks, Inc.
a Mississippi corporation

By: _____
David B. Sellers, President

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Martin C. Goldin, duly identified before me, who acknowledged that he is Manager of Florence Gardens, LLC, a Mississippi limited liability company, and that for an on behalf of said limited liability company, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

(Additional Acknowledgment Pages Follow)

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Craig A. Brown, duly identified before me, who acknowledged that he is President of C A Brown Developments, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Randall J. Cofield, duly identified before me, who acknowledged that he is President of L. J. & L. Enterprises, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Joan Cravens, duly identified before me, who acknowledged that she is President of Joan Cravens, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, she executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named David B. Sellers, duly identified before me, who acknowledged that he is President of Harbor Oaks, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

Florence Gardens Phase 1-A, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi in Plat Book 46 at Page 17, reference to which is hereby made in aid of and as a part of this description.

Florence Gardens Phase 1-B, a subdivision according the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi in Plat Book 47 at Page 8, reference to which is hereby made in aid of and as a part of this description.

SITework PLANS
FOR
FLORENCE GARDENS
PHASE 12
GULFPORT, MS

PREPARED FOR

FLORENCE GARDENS, LLC
12321 PRESERVATION DRIVE
GULFPORT, MISSISSIPPI 39503

PRELIMINARY

NOEMBER, 2023



BROWN, MITCHELL
& ALEXANDER, INC.

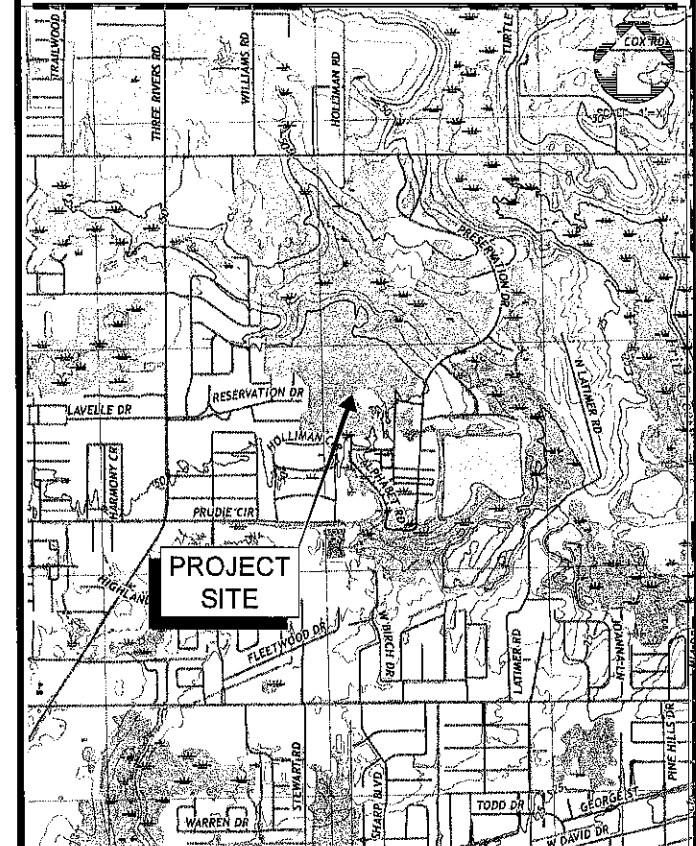
CONSULTING ENGINEERS

401 Cowan Road,
Suite A,
Gulfport, MS 39507
(228)864-7612

131 Rue Magnolia
Biloxi, MS 39530
(228)436-7612

3221 Market Street
Pascagoula, MS 39567
(228)864-7612

LOCATION MAP



SHEET INDEX

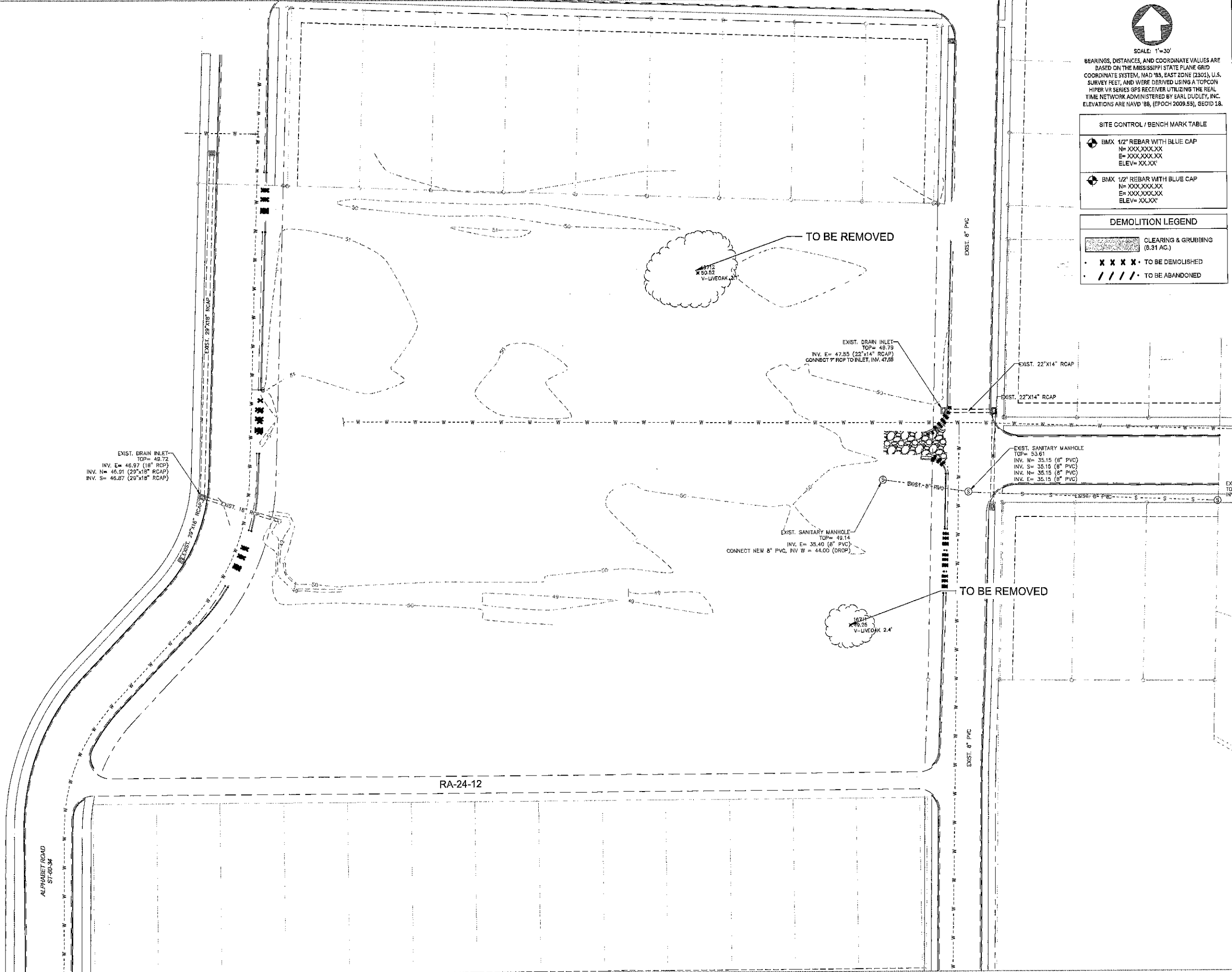
DESCRIPTION	SHEET NO.
TITLE / LOCATION MAP / SHEET INDEX	C-001
GENERAL NOTES AND LEGEND	C-002
EXISTING CONDITIONS / DEMOLITION PLAN	C-111
SITE LAYOUT PLAN	C-121
GRADING AND DRAINAGE PLAN	C-131
EROSION CONTROL PLAN	C-141
SITE UTILITY PLAN	C-151
PLAN / PROFILE - ALLEY	C-201
PLAN / PROFILE -	C-202
PLAN / PROFILE -	C-203
PLAN / PROFILE - SEWER	C-204
X-SECTIONS / ROAD SECTIONS	C-301
CONSTRUCTION DETAILS	C-501

BMA No. 3405-34

SET NO. 001

THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL, & ALEXANDER, INC. (BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.

\\s05-34-florence-gardens-phase-12\civil\dwg\c-111-dem\01-approx\c-111-dem\11-17-2023.dwg - 11/17/2023
THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC. (BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.



SCALE: 1"=30'

BEARINGS, DISTANCES, AND COORDINATE VALUES ARE BASED ON THE MISSISSIPPI STATE PLANE GRID COORDINATE SYSTEM, NAD '83, EAST ZONE (2301), U.S. SURVEY FEET, AND WERE DERIVED USING A TOPCON HIPER VR SERIES GPS RECEIVER UTILIZING THE REAL TIME NETWORK ADMINISTERED BY EARL DUDLEY, INC. ELEVATIONS ARE NAVD '83, (EPOCH 2009.53), GEOID 18.

SITE CONTROL / BENCH MARK TABLE

BMX 1/2" REBAR WITH BLUE CAP N= XXX,XXX.XX E= XXX,XXX.XX ELEV= XX.XX'	BMX 1/2" REBAR WITH BLUE CAP N= XXX,XXX.XX E= XXX,XXX.XX ELEV= XX.XX'
--	--

DEMOLITION LEGEND

	CLEARING & GRUBBING (0.31 AC.)
	TO BE DEMOLISHED
	TO BE ABANDONED

FLORENCE GARDENS

PHASE 12

FLORENCE GARDENS, GULFPORT, MISSISSIPPI

EXISTING CONDITIONS / DEMO PLAN

SEAL

PRELIMINARY

REV DATE BY

CAD NLG
ENG BJS
DATE 10/04/2023
SCALE 1"=30'
BMA# 3405-34
FILE \3405-34 PLANSET

SHEET
C-111



BROWN, MITCHELL
& ALEXANDER, INC.

bma

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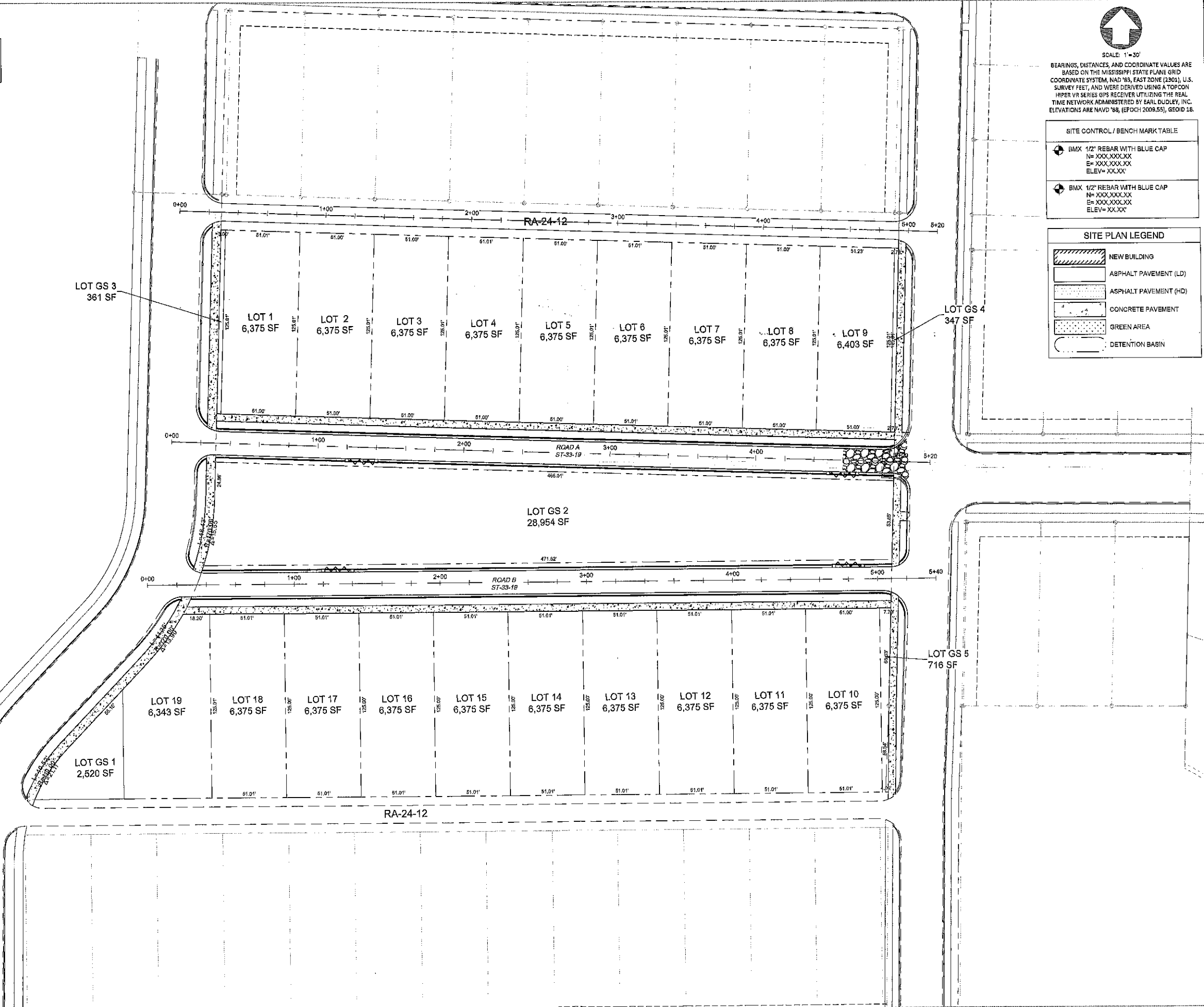
401 Cowan Road,
Gulfport, MS 39507
(228)864-7612

131 Rue Alexander
Brock, MS 39530
(228)436-7612

3221 Market Street
Gulfport, MS 39507
(228)864-7612

\\3405-34-florence-gardens-plans-17-04-2023\01-dwg\01-proposal\3405-34-florence-gardens-plans-17-04-2023.dwg - 11/7/2023
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ZONE T4+
BUILDING SETBACK
FRONT YARD - 0 FT.
SIDE YARD - 0 FT.
REAR YARD - 3 FT.



SCALE: 1"=30'

BEARINGS, DISTANCES, AND COORDINATE VALUES ARE BASED ON THE MISSISSIPPI STATE PLANE GRID COORDINATE SYSTEM, NAD '83, EAST ZONE (2301), U.S. SURVEY FEET, AND WERE DERIVED USING A TOPCON HIPER VR SERIES GPS RECEIVER UTILIZING THE REAL TIME NETWORK ADMINISTERED BY EARL DUDLEY, INC. ELEVATIONS ARE NAVD '83, (EPOCH 2009.55), GEOID 18.

SITE CONTROL / BENCH MARK TABLE	
BMX 1/2" REBAR WITH BLUE CAP N= XXX,XXX.XX E= XXX,XXX.XX ELEV= XX.XX'	
BMX 1/2" REBAR WITH BLUE CAP N= XXX,XXX.XX E= XXX,XXX.XX ELEV= XX.XX'	

SITE PLAN LEGEND	
	NEW BUILDING
	ASPHALT PAVEMENT (LD)
	ASPHALT PAVEMENT (HD)
	CONCRETE PAVEMENT
	GREEN AREA
	DETENTION BASIN



SEAL

PRELIMINARY

REV DATE BY

FLORENCE GARDENS

PHASE 12

FLORENCE GARDENS, GULFPORT, MISSISSIPPI

SITE LAYOUT PLAN

CAD ENG DATE SCALE BMA# FILE
NLG BUS 10/04/2023 1"=30' 3405-34 \3405-34 PLANSET

SHEET

C-121

BROWN, MITCHELL & ALEXANDER, INC.

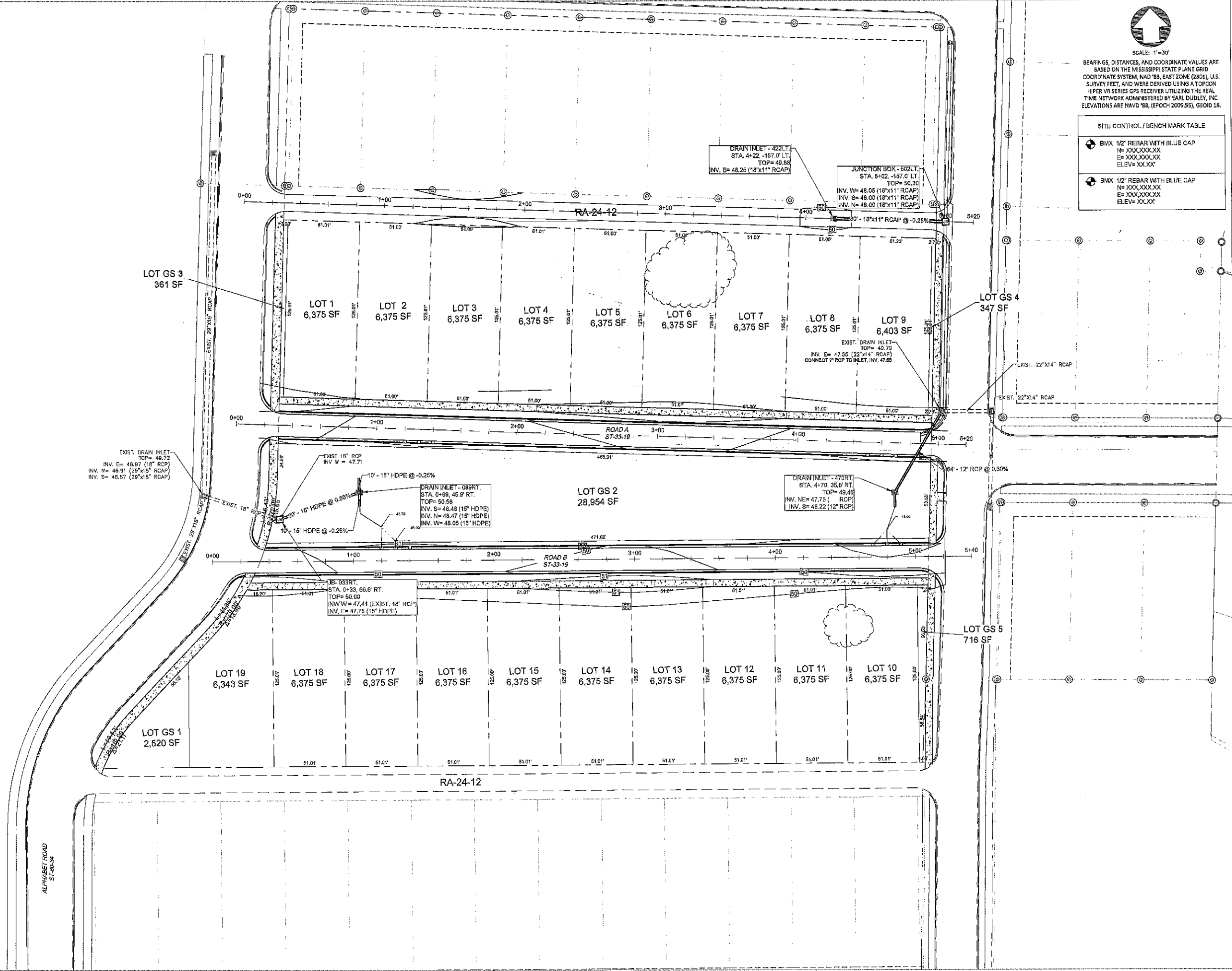
BMA

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301 Cowan Road,
Gulfport, MS 39507
(228) 864-7412
131 Rue Magnolia
Biloxi, MS 39530
(228) 436-7412
2231 Market Street
Gulfport, MS 39507
(228) 864-7412

c:\405-34_florence gardens phase 12\01-dwg\01-production\405-34_plansheet.dwg-11/7/2023
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bma BROWN, MITCHELL & ALEXANDER, INC.

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Suite A,
Gulfport, MS 39507
(228) 864-7412

131 Rue McComb
Blacksburg, MS 39530
(228) 432-7412

307 Market Street
Pascagoula, MS 39567
(228) 864-7412

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PRELIMINARY

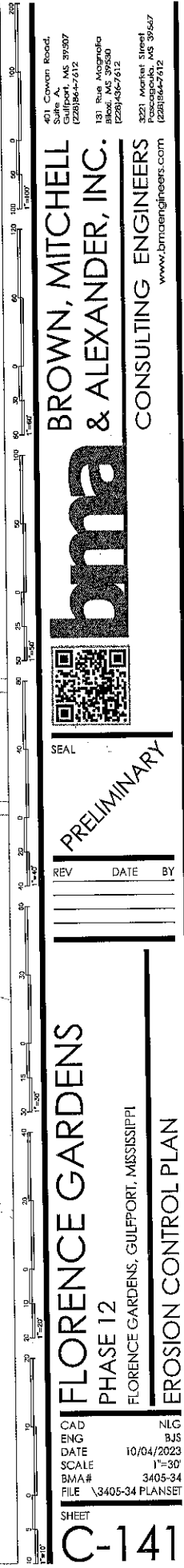
REV	DATE	BY

FLORENCE GARDENS
PHASE 12
FLORENCE GARDENS, GULFPORT, MISSISSIPPI

SITE GRADING PLAN

CAD	NLG
ENG	BJS
DATE	10/04/2023
SCALE	1"=30'
BMA#	3405-34
FILE	\3405-34 PLANSHEET

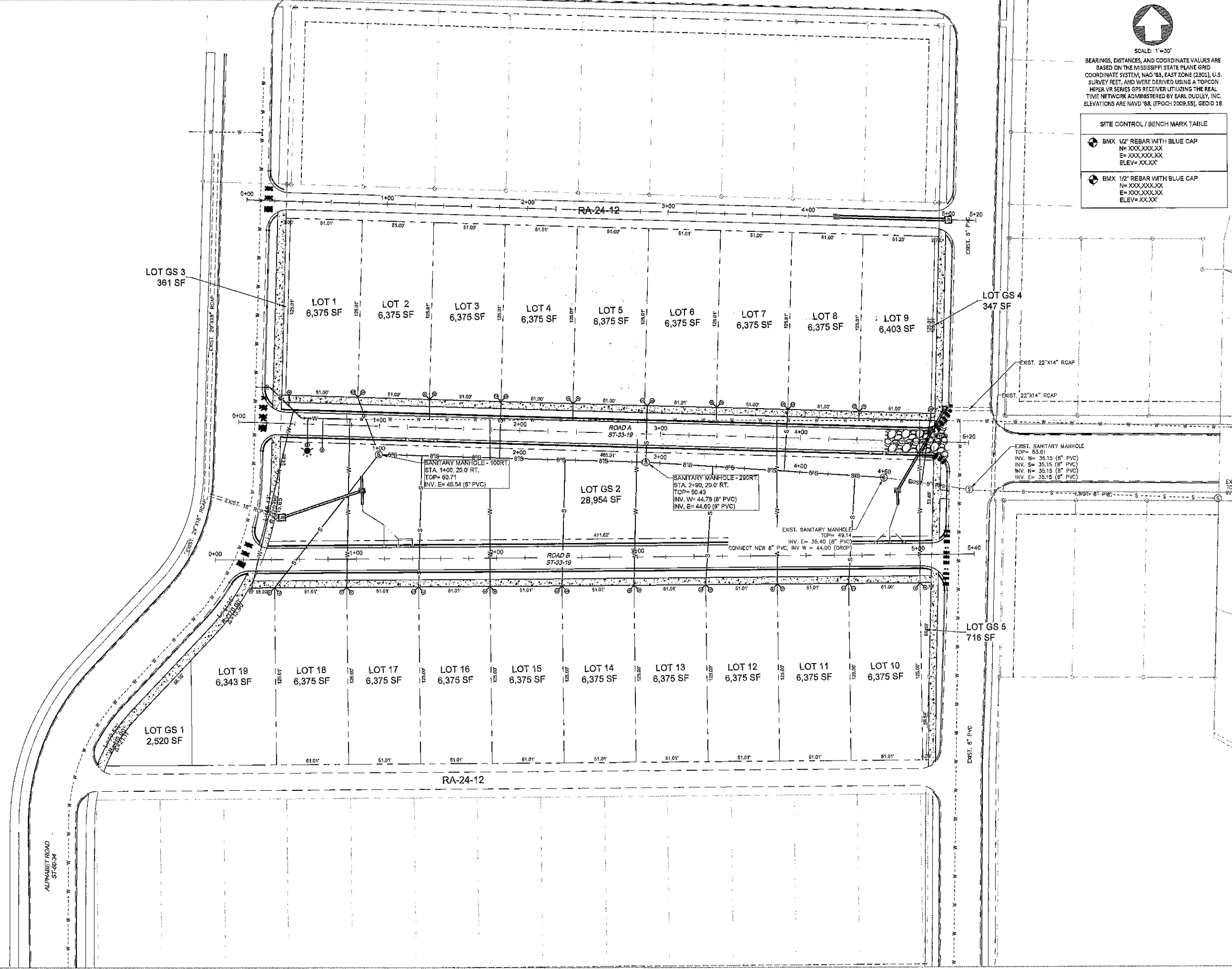
SHEET
C-131

[illegible]

SHEET

C-141

\\3405-34_florence_gardens_phase_12\01-drafting\01-dep\01-production\3405-34_planet.dwg-1/7/2023
THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC. (BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA, SHALL RELIEVE BMA OF ANY & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.



BROWN, MITCHELL & ALEXANDER, INC.

bma

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(228)644-7612

131 Rue Marys-60
Bilal, MS 39330
(228)438-7612

3221 Market Street
Gulfport, MS 39507
(228)644-7612

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SEAL

PRELIMINARY

REV DATE BY

**FLORENCE GARDENS
PHASE 12**

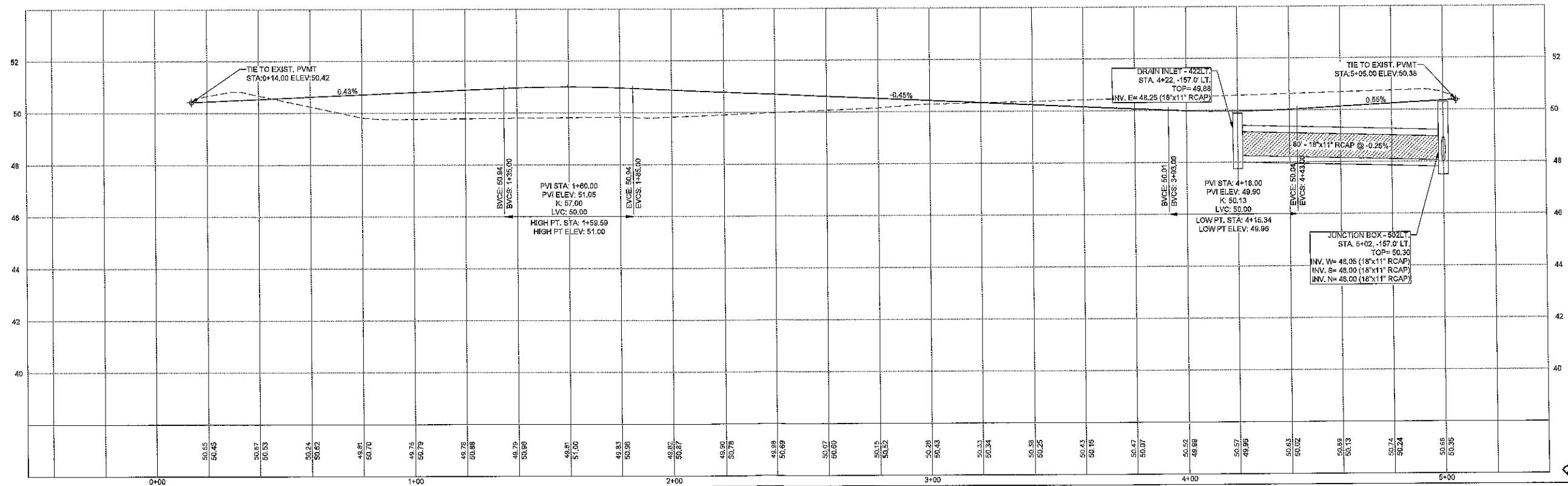
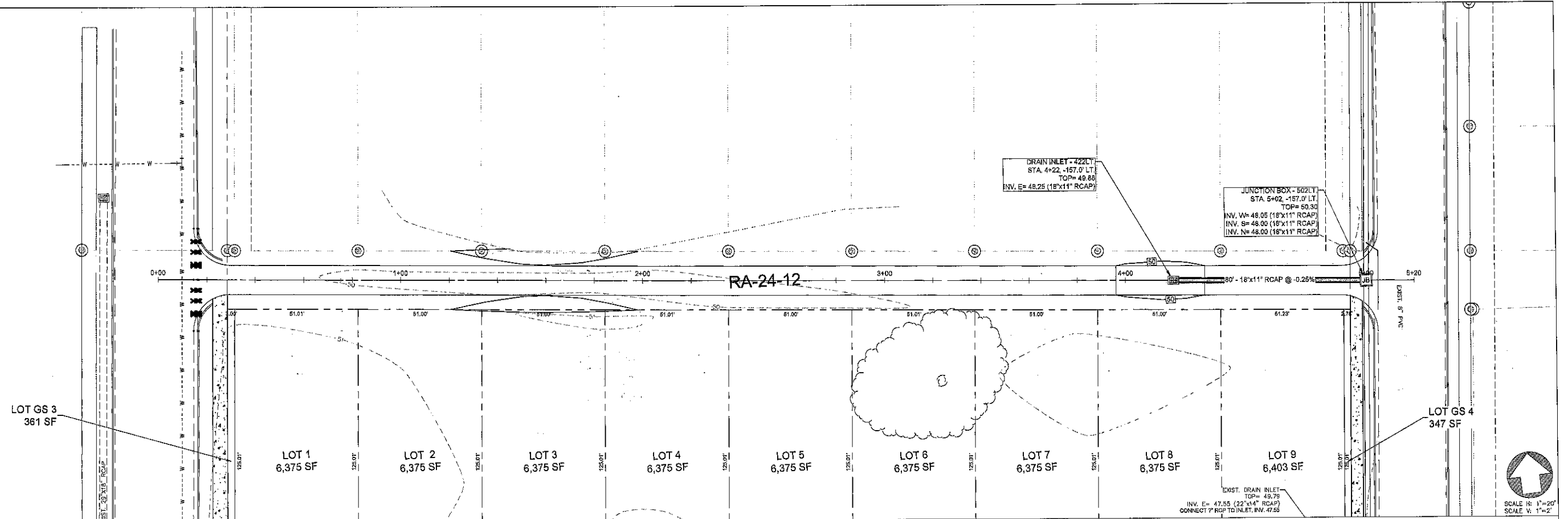
FLORENCE GARDENS, GULFPORT, MISSISSIPPI

SITE UTILITY PLAN

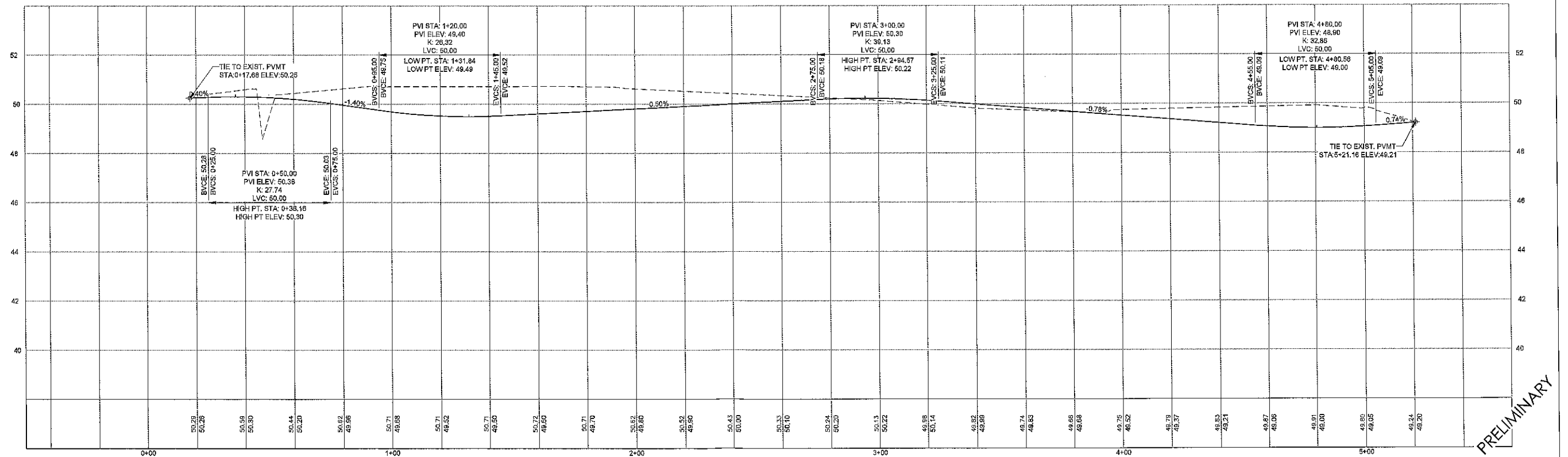
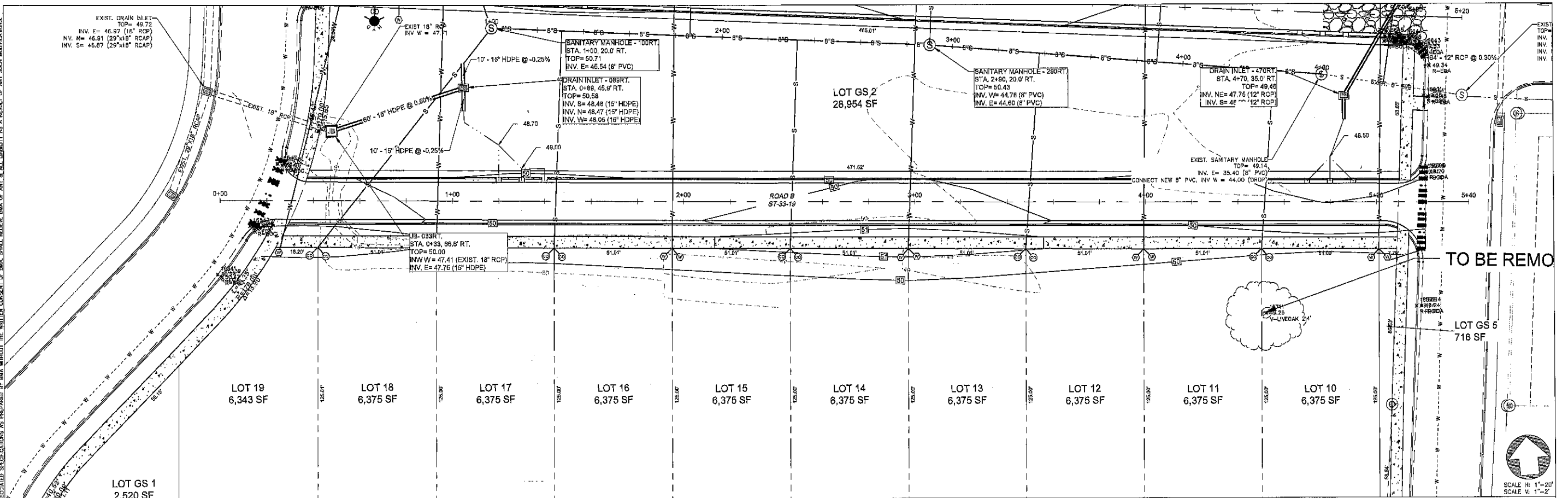
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ENG: BJS
DATE: 10/04/2023
SCALE: 1"=30'
BMA #: 3405-34
FILE: \\3405-34_PLANSET

SHEET
C-151

FILE NAME: 5405-34_Planet.dwg DATE: 10/29/2023
bma BROWN, MITCHELL & ALEXANDER, INC. CONSULTING ENGINEERS
GULFPORT • BILOXI • PASCAGOULA

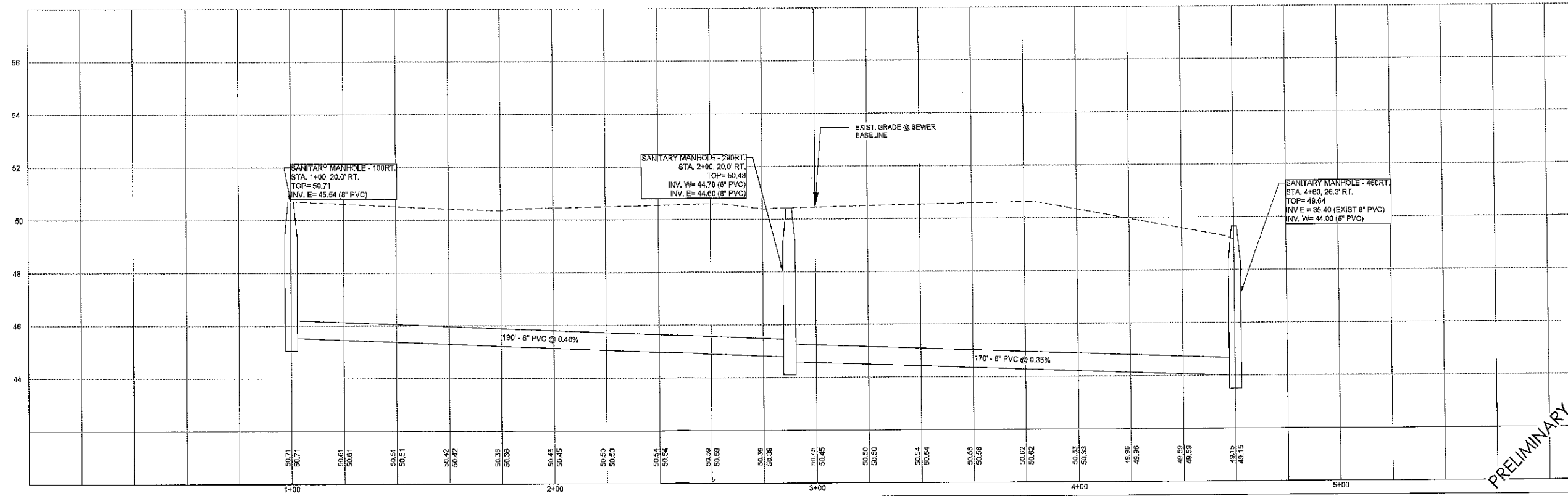
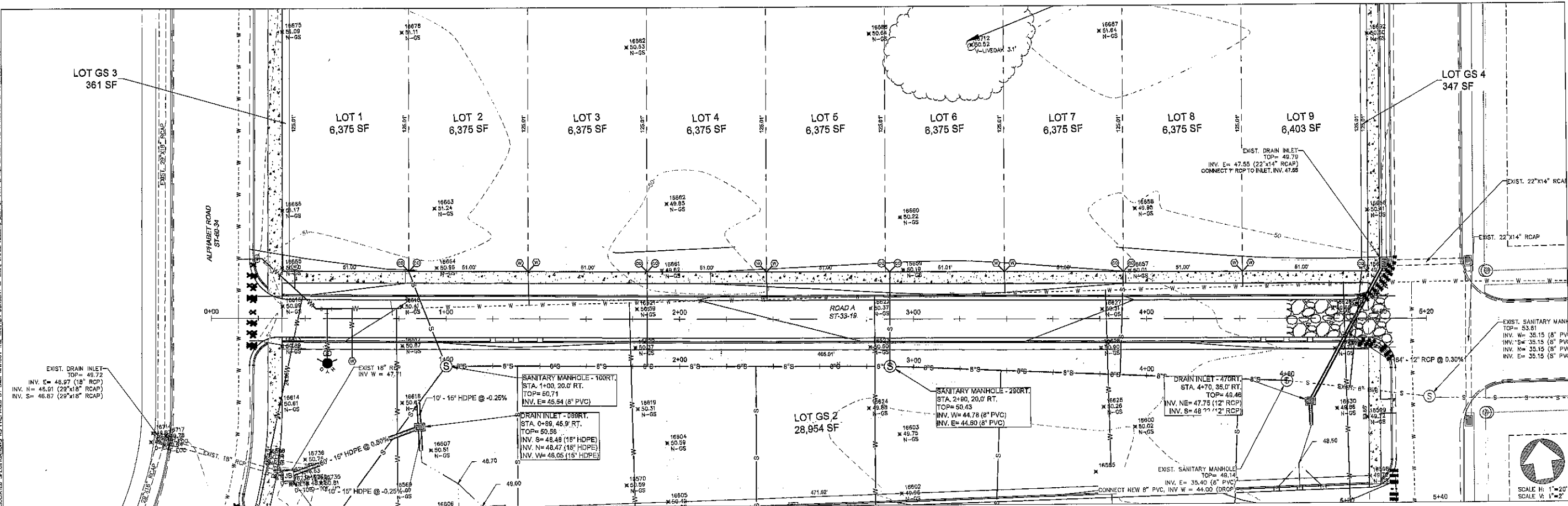


3:\405-34_Florence Gardens Phase 12\01-drafting\01-drawings\production\3405-34_Florence Gardens Phase 12.dwg-11/7/2023
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FILE: 3405-34_Florence.dwg DATE: 10/25/2023

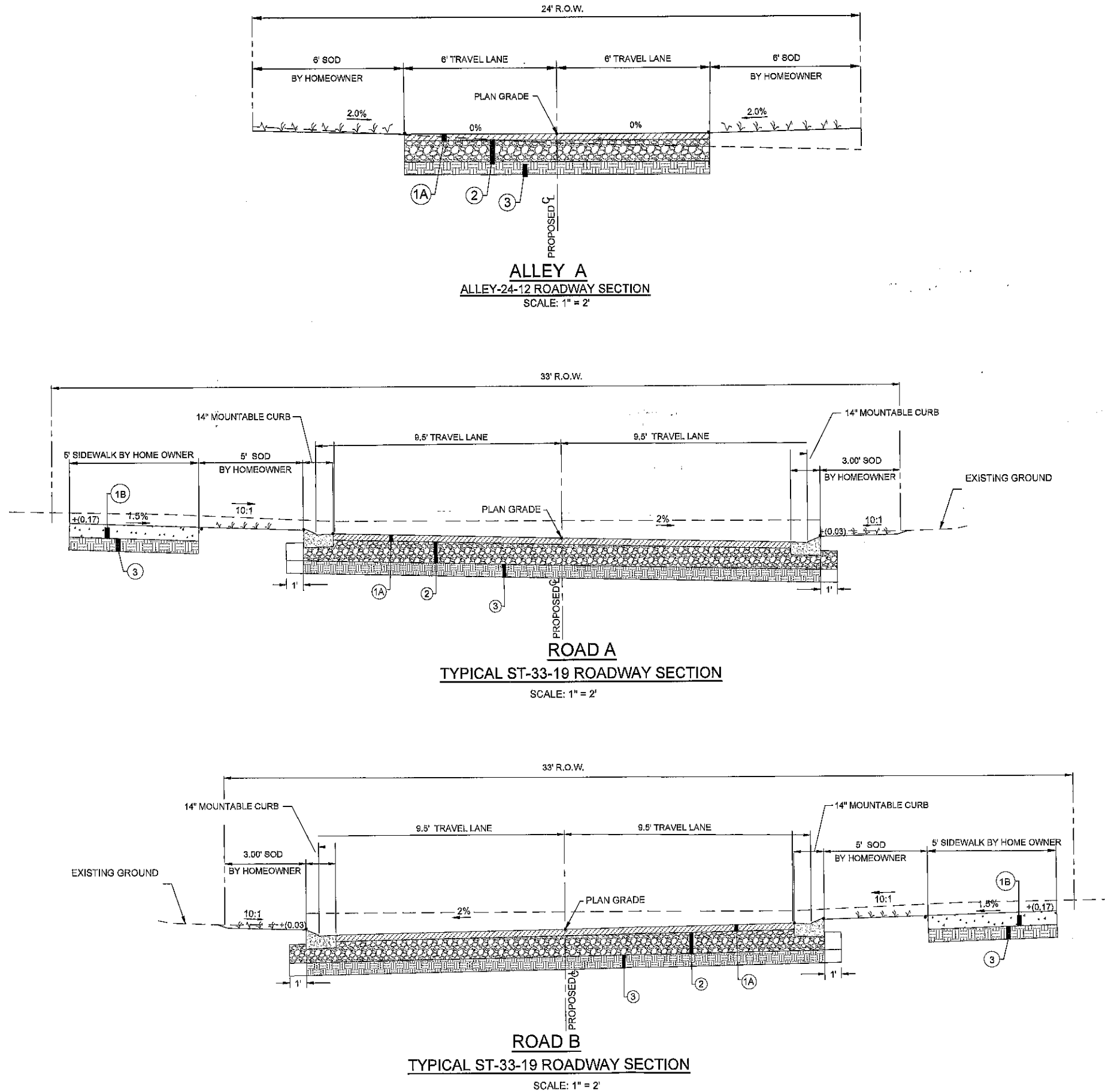
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PRELIMINARY

FILE NAME: S405-34_Planet.dwg DATE: 10/24/2023

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PRELIMINARY

REV	DATE	BY

FLORENCE GARDENS
PHASE 12
FLORENCE GARDENS, GULFPORT, MISSISSIPPI

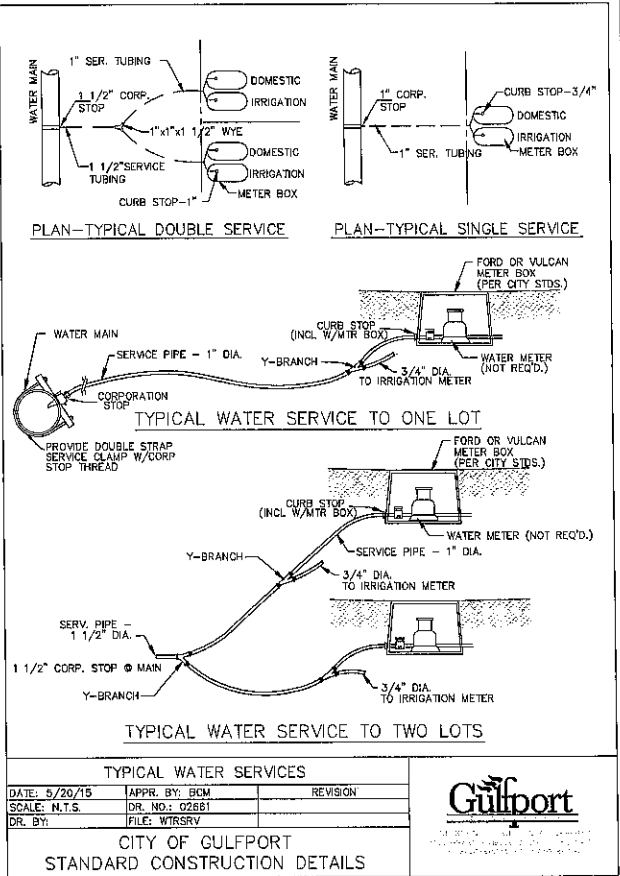
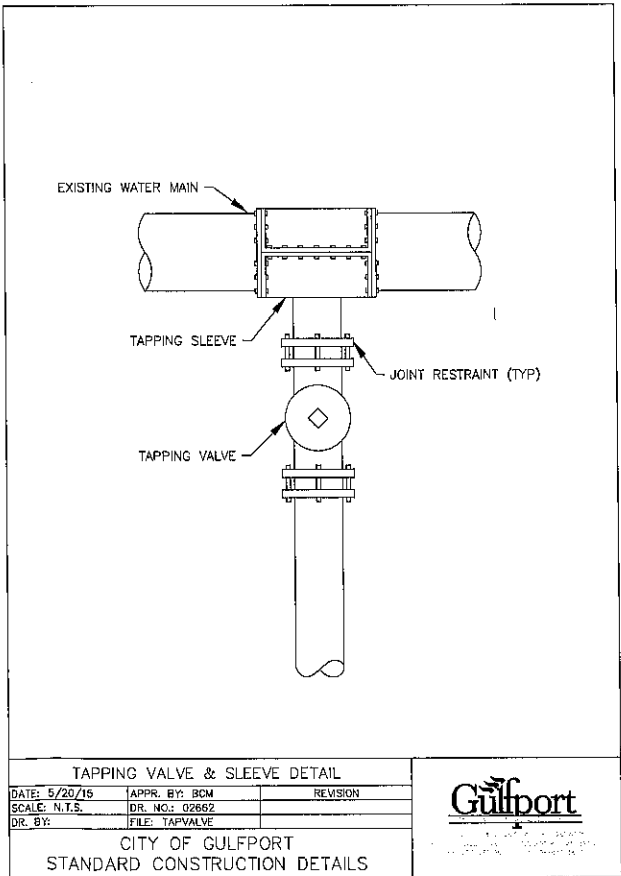
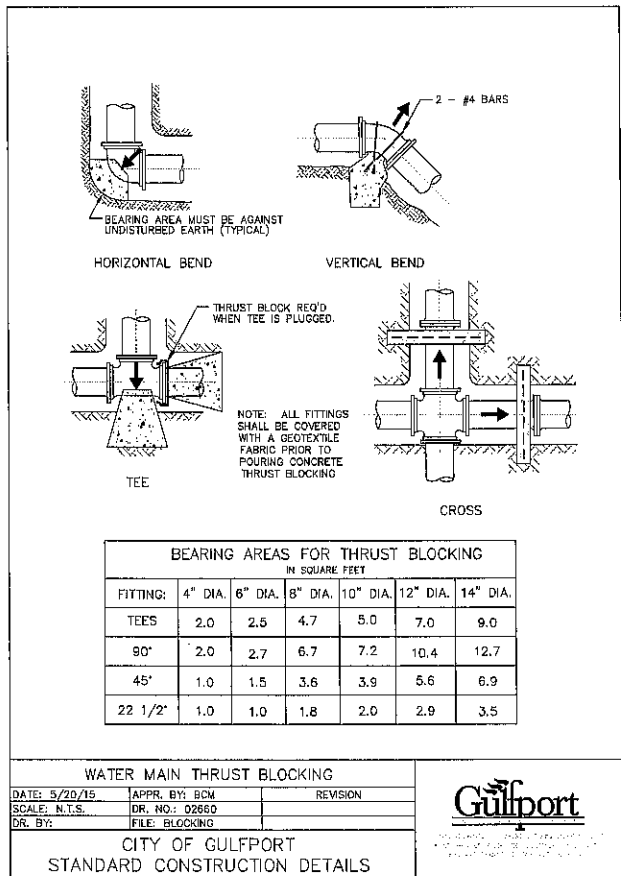
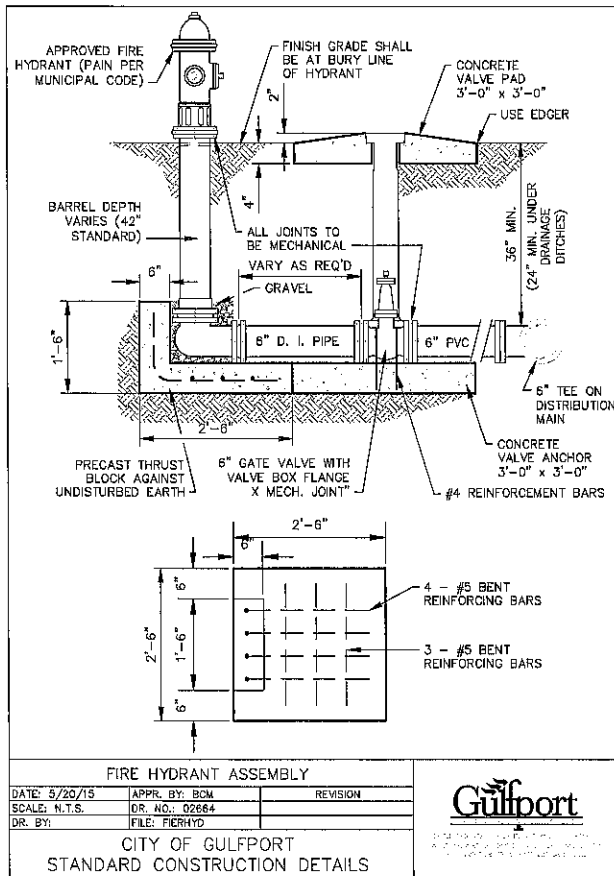
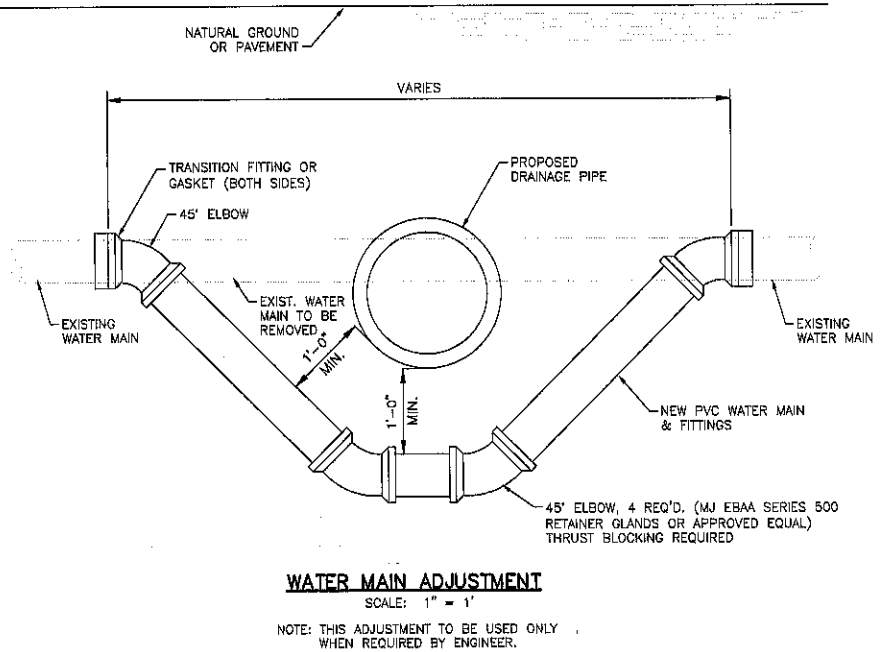
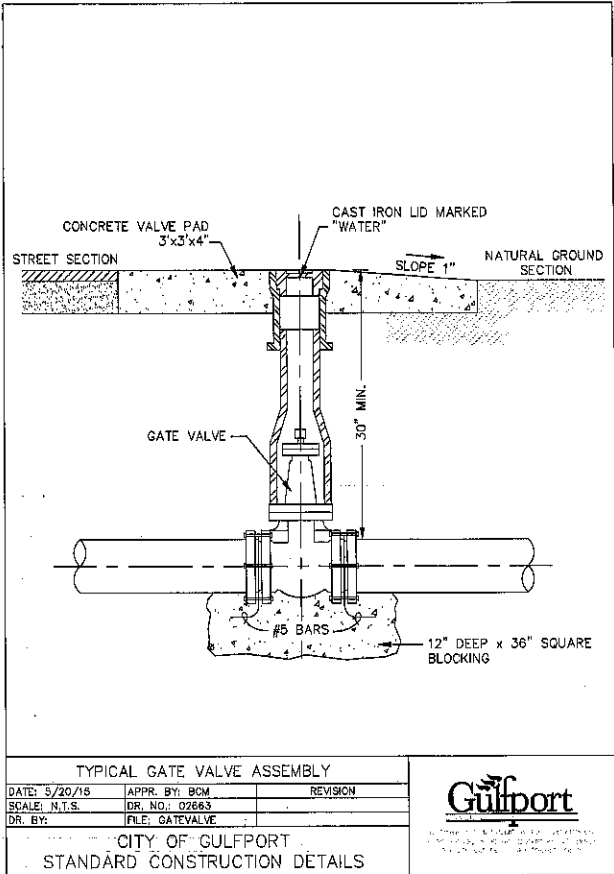
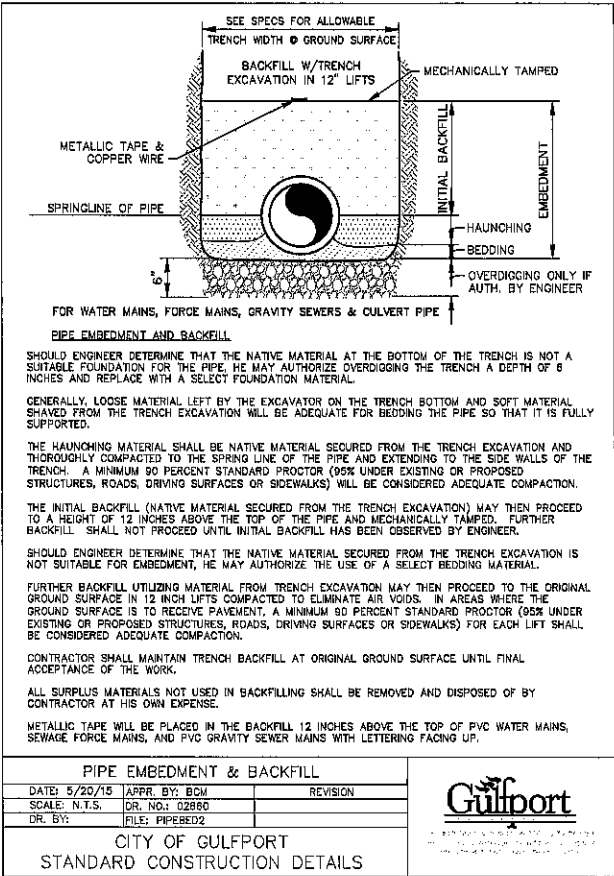
TYPICAL SECTIONS

CAD	NLG
ENG	BJS
DATE	10/04/2023
SCALE	SHOWN
BMA#	3405-34
FILE	\\3405-34 PLANSET

SHEET

C-301

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bma

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(228)644-7612

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Blanc, MS 39520
(228)632-7612

9221 Market Street
Gulfport, MS 39507
(228)644-7612

PRELIMINARY

REV	DATE	BY

FLORENCE GARDENS

PHASE 12

FLORENCE GARDENS, GULFPORT, MISSISSIPPI

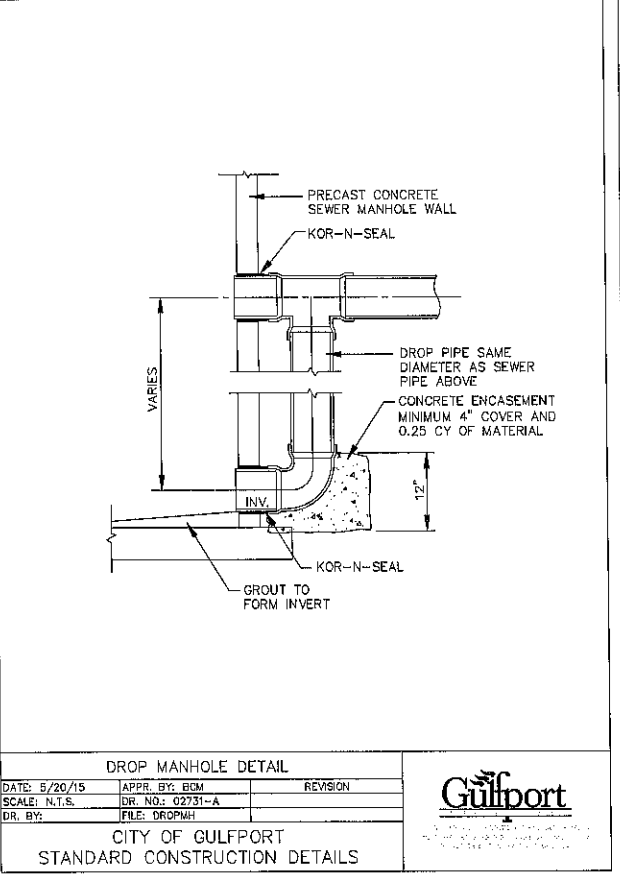
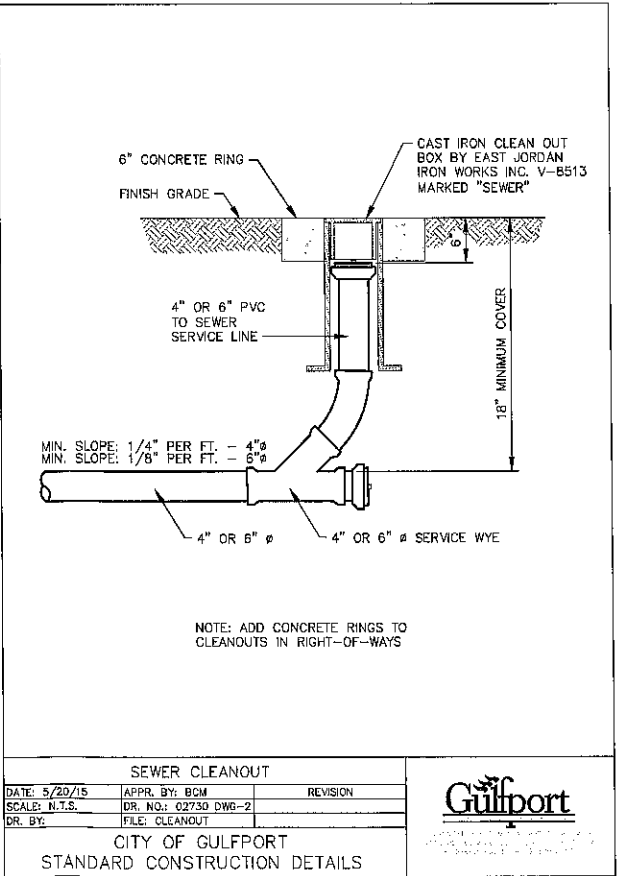
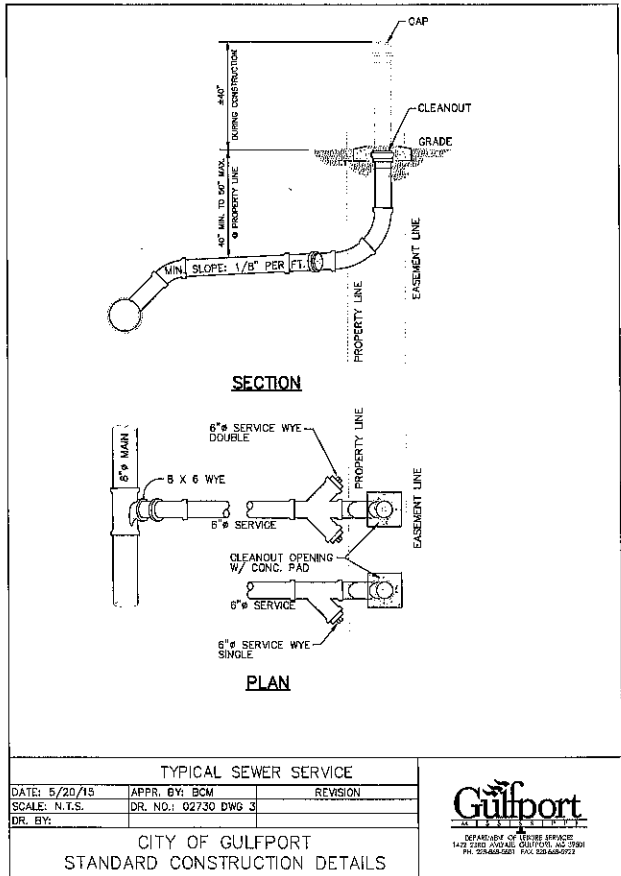
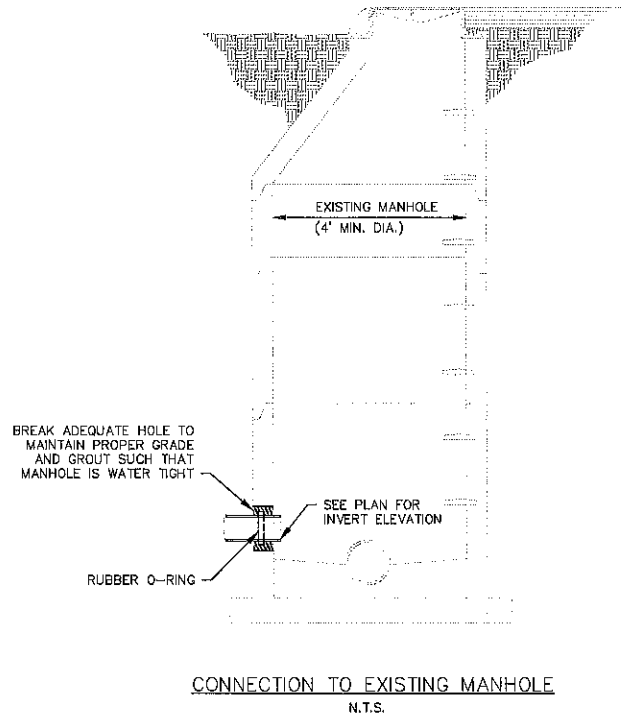
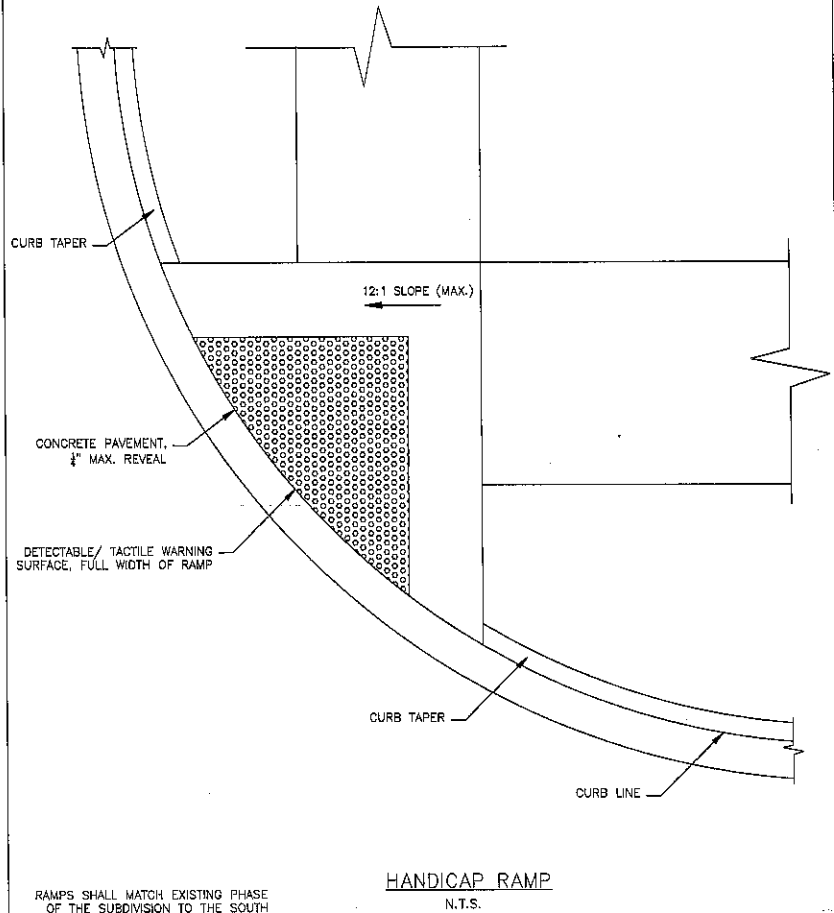
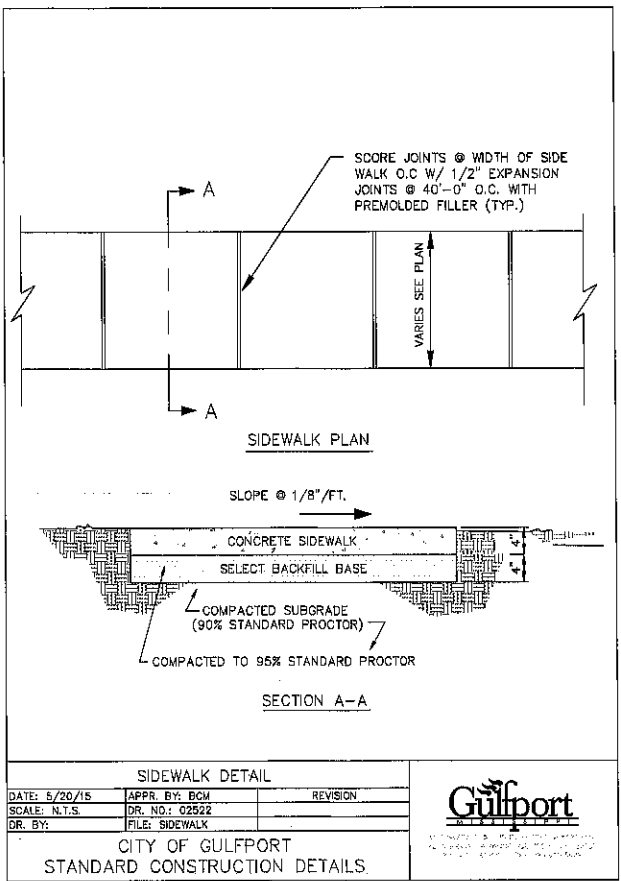
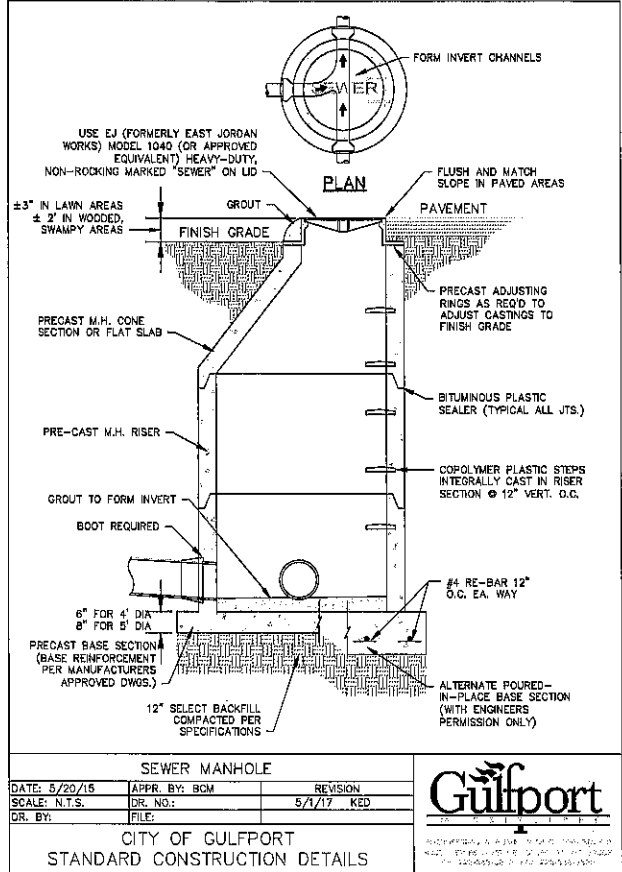
CONSTRUCTION DETAILS

CAD	CPN
ENG	BJS
DATE	11/03/23
SCALE	SHOWN
BMA #	3405-34
FILE	(3405-34)Details

SHEET

C-501

City of Gulfport, Mississippi
1425 Third Avenue, Gulfport, MS 39501
Phone: 334-734-6600
Fax: 334-734-6601
www.gulfport.ms.gov



BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS
www.bmaengineers.com

SEAL

PRELIMINARY

REV	DATE	BY

FLORENCE GARDENS
PHASE 12
FLORENCE GARDENS, GULFPORT, MISSISSIPPI
CONSTRUCTION DETAILS

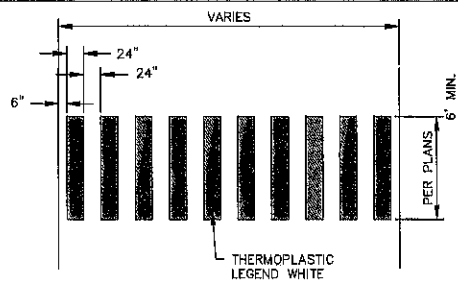
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DATE	11/03/23
SCALE	SHOWN
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SHEET

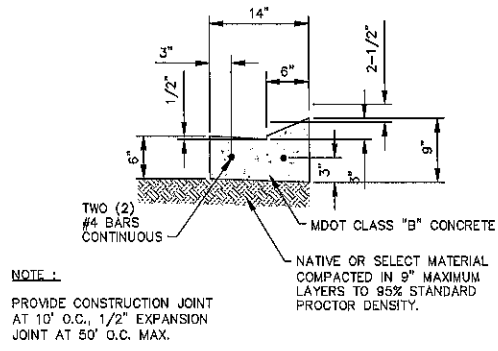
C-503

c:\users\jessica\appdata\local\temp\1364\1364.dwg 11/2/2023
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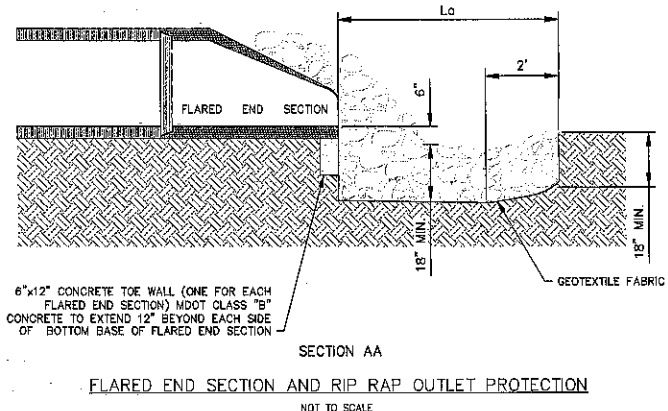
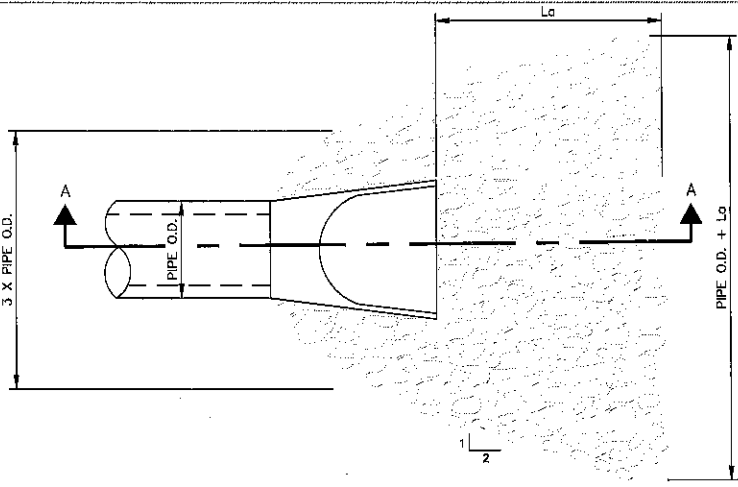
1. L_0 IS THE LENGTH OF THE RIPRAP APRON, SEE GRADING & DRAINAGE PLAN FOR L_0 AT EACH OUTLET
2. IN A WELL-DEFINED CHANNEL, EXTEND THE APRON UP THE CHANNEL BANKS TO AN ELEVATION OF 6" ABOVE THE MAXIMUM TAILWATER DEPTH OR TO THE TOP OF THE BANK, WHICHEVER IS LESS.
3. GEOTEXTILE FILTER FABRIC MUST BE INSTALLED BETWEEN THE RIPRAP AND SOIL FOUNDATION.



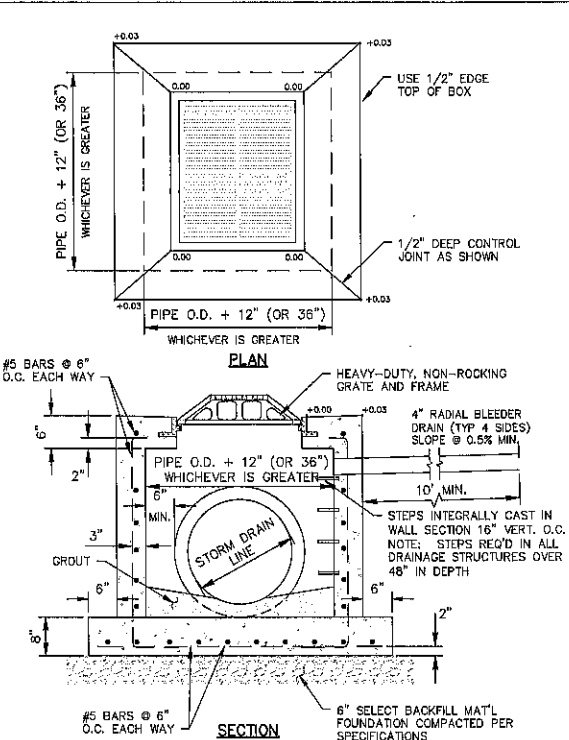
CROSSWALK MARKING DETAIL
SCALE: 1" = 5'



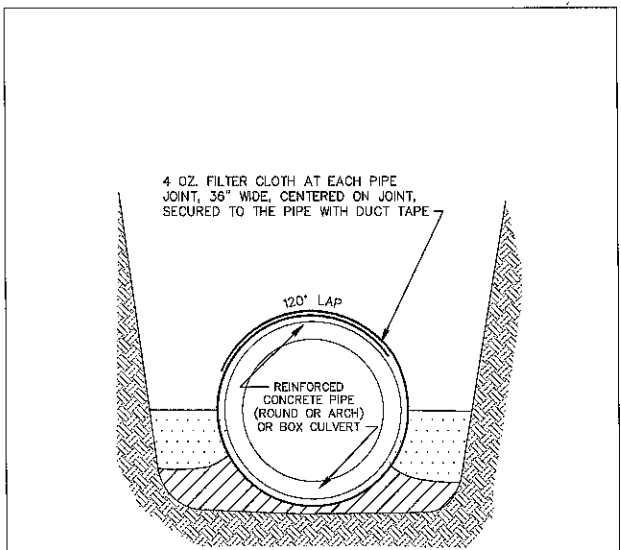
MOUNTABLE CURB & GUTTER DETAIL



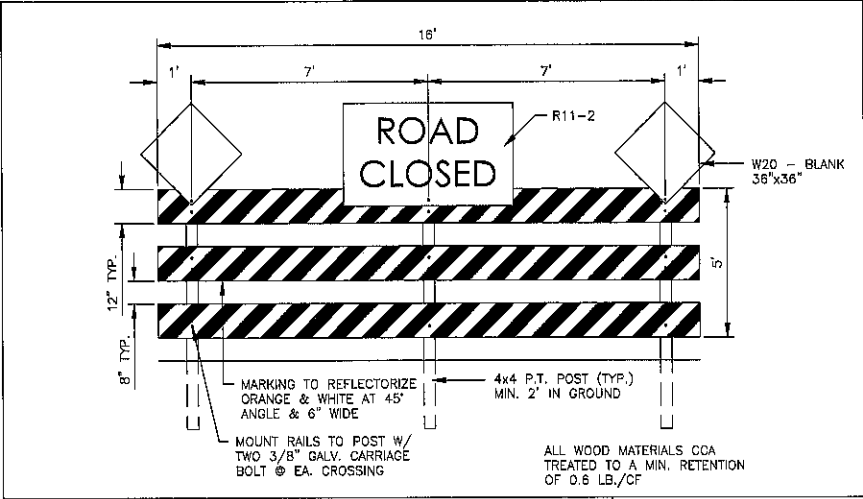
FLARED END SECTION AND RIP RAP OUTLET PROTECTION
NOT TO SCALE



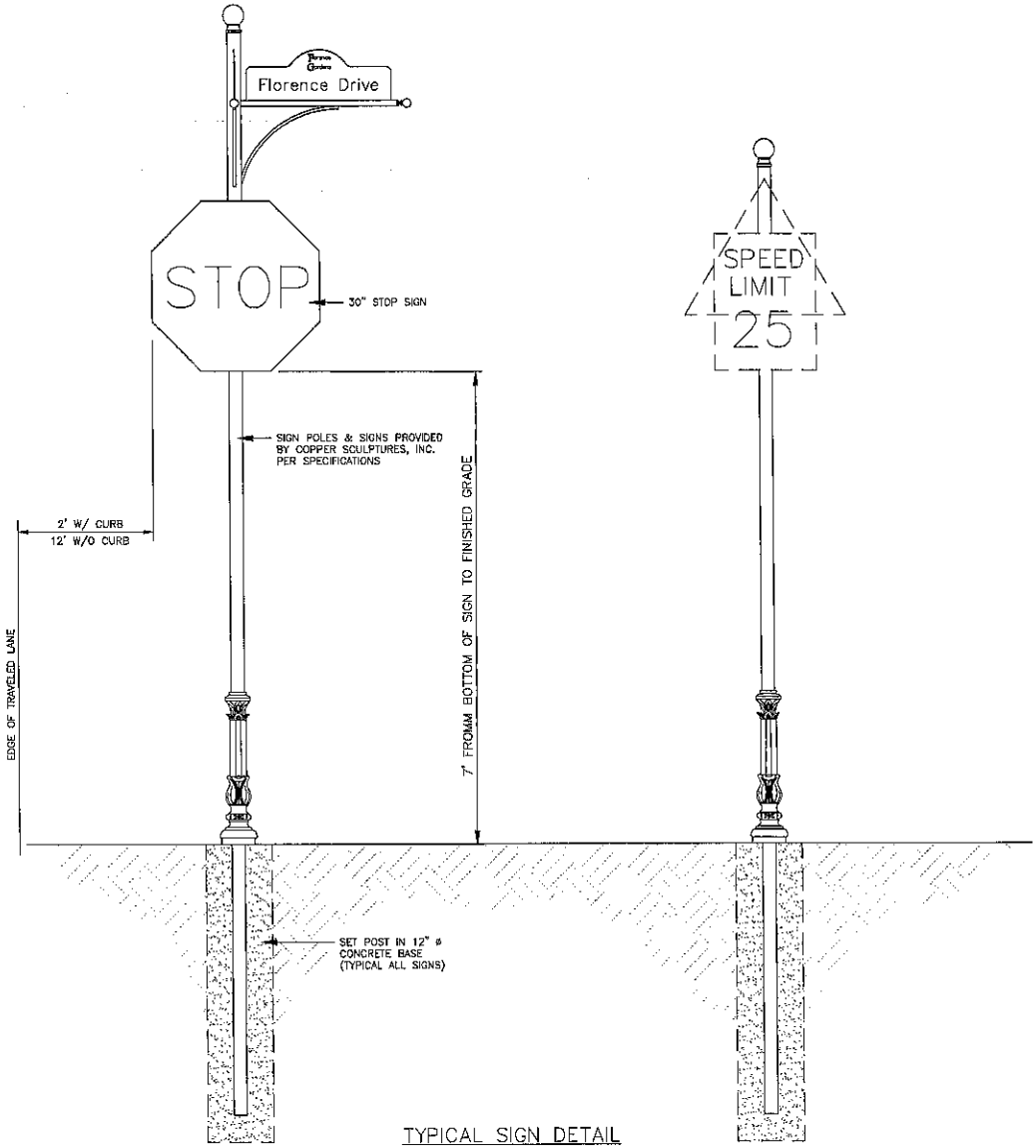
STORM SEWER DRAIN INLET
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



STORM DRAIN PIPE WRAP
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



BARRICADE DETAIL
CITY OF GULFPORT
STANDARD CONSTRUCTION DETAILS



TYPICAL SIGN DETAIL
N.T.S.

BMA
BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS
www.bmaengineering.com

401 Cowan Road,
Gulfport, MS 39507
(228)864-7612

131 Oak Magnolia
Gulfport, MS 39508
(228)436-7612

3221 Market Street
Gulfport, MS 39507
(228)864-7612

SEAL
PRELIMINARY

REV	DATE	BY

FLORENCE GARDENS
PHASE 12
FLORENCE GARDENS, GULFPORT, MISSISSIPPI
CONSTRUCTION DETAILS

CAD	CPN
ENG	BJS
DATE	11/03/23
SCALE	SHOWN
BMA#	3405-34
FILE	\\3405-34\Details

SHEET
C-504

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT



[Signature]
1st Judicial District
Instrument 2005 13959 D -J1
Filed/Recorded 4 4 2005 3 53 P
Total Fees 14.00
5 Pages Recorded

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, SEAWAY DEVELOPMENT COMPANY, LLC, a Mississippi limited liability company, does hereby sell, convey and warrant unto FLORENCE GARDENS, LLC, a Mississippi limited liability company, the following described real property situated and being located in the First Judicial District, Harrison County, State of Mississippi, as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

This conveyance is made subject to any and all recorded restrictive covenants, easements, rights of way, and oil, gas and mineral reservations of record.

The taxes for the current year are assumed by the Grantee.

WITNESS THE SIGNATURE of the duly authorized member of said company this the 1st day of November, 2004.

SEAWAY DEVELOPMENT COMPANY, LLC

BY: *[Signature]*
Martin C. Goldin, Member

3405H-09

~~3262-14~~

0908C-01-001,000
0908B-01-006,000

EXHIBIT A
Page 1

PARCEL I

Being one and the same as that parcel acquired by Warranty Deed from William Russell Love and Amanda Collins Love dated January 22, 1999, and recorded in Deed Book 1439 at Page 11:

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

COMMENCING AT A NAIL WITH CAP FOUND AT THE NORTHWEST CORNER OF SECTION 1, SAID POINT LYING IN THE CENTERLINE OF O'NEAL ROAD; THENCE ALONG THE WEST LINE OF SAID SECTION 1, S00°24'10"W 25.04' TO AN IRON ROD ON THE SOUTH MARGIN OF O'NEAL ROAD, BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH MARGIN, N89°12'31"E 344.74' TO AN IRON ROD FOUND; THENCE S01°10'15"W 871.18' TO AN IRON ROD FOUND; THENCE S89°08'57"E 149.99' TO AN IRON ROD FOUND; THENCE S01°10'45"W 442.60' TO AN IRON ROD LYING ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1; THENCE ALONG SAID SOUTH LINE, S89°50'03"W 477.00' TO AN IRON ROD AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1; THENCE ALONG THE WEST LINE OF SECTION 1, N00°24'10"E 1312.39' TO THE POINT OF BEGINNING, CONTAINING 11.661 ACRES.

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EXHIBIT A
Page 2

PARCEL II

Being one and the same as that parcel acquired by Warranty Deed from Adrian O'Neal, et al, Trustees of the Edon Family Trust, dated September 28, 1998, and recorded in Deed Book 1426 at Page 205:

A PARCEL OF LAND BEING THAT PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, LYING SOUTH OF THE SOUTH MARGIN OF O'NEAL ROAD, AND ALSO THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL WITH CAP LOCATED AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, SAID POINT LYING IN THE CENTERLINE OF O'NEAL ROAD; THENCE ALONG THE EAST LINE OF SAID SECTION 2, $500^{\circ}13'23''W$ 25.04' TO AN IRON ROD ON THE SOUTH MARGIN OF O'NEAL ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID EAST SECTION LINE, $500^{\circ}24'10''W$ 2649.82' TO A FENCE CORNER FOUND AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE FURTHER ALONG SAID EAST SECTION LINE, $500^{\circ}08'28''E$ 1319.91' TO AN IRON ROD FOUND AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, $N89^{\circ}53'59''W$ 1348.42' TO AN IRON PIPE FOUND AT THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, $N00^{\circ}11'30''W$ 1327.36' TO A LIGHTARD KNOT FOUND AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, $S82^{\circ}45'21''W$ 1329.38' TO A WOOD FENCE CORNER POST FOUND AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, $N00^{\circ}35'03''W$ 1343.79' TO AN IRON ROD FOUND AT A FENCE CORNER POST, BEING THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, $N00^{\circ}37'03''W$ 838.84' TO AN IRON PIPE FOUND; THENCE $N00^{\circ}24'31''E$ 451.93' TO AN IRON PIPE FOUND ON THE SOUTH MARGIN OF O'NEAL ROAD; THENCE ALONG SAID SOUTH MARGIN OF O'NEAL ROAD, $N89^{\circ}46'15''E$ 2715.42' TO THE POINT OF BEGINNING, CONTAINING 204.433 ACRES. SAID PROPERTY BEING SUBJECT TO A 5 ACRE SOUTHERN NATURAL GAS CORP. RIGHT-OF-WAY LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2 AND DESCRIBED IN DEED BOOK 187, PAGE 530.

EXHIBIT A

Page 3

PARCEL III

Being one and the same as that parcel acquired by Alan H. Goldin, et al., by Warranty Deed from Lewis N. Vance and Jeff Vance dated July 15, 1998, and recorded in Deed Book 1416 at Page 417:

All of the NW 1/4 of the SE 1/4, all of the SW 1/4 of the SE 1/4, a portion of the NE 1/4 of the SW 1/4; Section 2, Township 7 South, Range 11 West; also a portion of the NW 1/4 of the NE 1/4 of Section 11, Township 7 South, Range 11 West; City of Gulfport, First Judicial District of Harrison County, Mississippi; said parcels of land being more particularly described as follows: For the Point Of Beginning, Commence at a light wood post located at the northeast corner of the NW 1/4 of the SE 1/4 of said Section 2; thence S 00°08'18" W 2667.72 feet along the east line of the W 1/2 of the SE 1/4 of said Section 2; thence continue S 00°08'18" W 1217.01 feet along the east line of the NW 1/4 of the NE 1/4 of said Section 11, to a point located on the southeast right-of-way of a 100-foot wide easement to Mississippi Power Company; thence S 67°22'17" W 268.00 feet along said southeast right-of-way of a 100-foot wide easement to Mississippi Power Company, to a point located on the south line of the NW 1/4 of the NE 1/4 of said Section 11; thence S 89°27'02" W 642.21 feet along the south line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°02'19" W 842.38 feet; thence N 89°35'47" W 444.55 feet to a point located on the west line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°03'04" W 489.69 feet along the west line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°26'34" E 1324.71 feet along the west line of the SW 1/4 of the SE 1/4 of said Section 2; thence S 89°59'19" W 687.38 feet along the south line of the NE 1/4 of the SW 1/4 of said Section 2, to a point located on the east line of Reservation Estates, Unit 2 Part 3, said point being located 11.26 feet northerly from an iron rod located at the southeast corner of Lot 10, Reservation Estates, Unit 2 Part 3; thence N 00°30'22" E 277.36 feet; thence S 89°32'06" E 11.39 feet; thence N 00°48'55" E 116.81 feet; thence N 00°23'29" E 59.78 feet to an iron rod located at the southeast corner of Lot 43, Reservation Estates, Unit 2 Part 3; thence N 00°28'23" E 365.20 feet to an iron rod located at the northeast corner of Lot 46, Reservation Estates, Unit 2 Part 3; thence S 89°31'51" E 289.51 feet; thence N 00°28'09" E 320.00 feet; thence N 89°31'51" W 45.00 feet; thence N 00°28'09" E 70.00 feet; thence N 73°39'43" E 464.44 feet; thence S 89°50'48" E 1329.30 feet along the north line of the NW 1/4 of the SE 1/4 of said Section 2, to the said Point Of Beginning.

Together with a non-exclusive, perpetual easement for ingress and egress more particularly described as follows:

Commence at the Southwest corner of the NW 1/4 of the NE 1/4, Section 11, Township 7 South, Range 11 West, Harrison County, Mississippi; thence South 89°57'10" East a distance of 334.29 feet to a point of beginning; thence Northeasterly along the arch of a curve to the right whose radius is 110.57 feet and delta angle is 89°35'04", a distance of 172.88 feet to a point; thence South 0°22'06" East a distance of 50 feet to a point; thence Southwesterly along the arch of a curve to the right whose radius is 60.57 feet and delta angle is 89°35'04" a distance of 94.57 feet to a point; thence North 89°57'10" West a distance of 50 feet to the point of beginning.

AND ALSO, the following parcel which is conveyed by quitclaim, without warranty and may be subject to claims of others:

A parcel of land within the SW 1/4 of the NE 1/4 of Section 11, Township 7 South, Range 11 West, Harrison County, Mississippi, lying North of the Mississippi Power Company easement and described as starting at the SE corner of the NW 1/4 of the NE 1/4 of Section 11, Township 7 South, Range 11 West and run West a distance of 465.6 feet for the point of beginning; thence continue West a distance of 203.9 feet; thence run South 84.3 feet; run thence Northeast along the Southern boundary of the Mississippi Power Company easement a distance of 220.6 feet to the point of beginning

RE: General Plan 2312PC150, by agent Brown, Mitchell & Alexander, Inc., at Tax Parcel 0908E-01-001.001, Approval of a General Plan for 19 lots with 6 out parcels (Florence Gardens Phase 12), Preservation Drive, Zoned R-1-15 (Single-family) and T4+ (General Urban Zone "Plus"), Ward 6

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, December 21, 2023**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Planning Commission for **Thursday, December 21, 2023**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.