



# Zoning Board | Agenda

Thursday, November 20, 2025 – 3:00 PM

*City Hall – Council Chambers*  
2309 15<sup>th</sup> Street, Gulfport

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

**F1. Zoning Board Meeting - 10-16-2025**

**G. Hearing of Cases**

**G1. Public Declaration of Appeal Process of Chairman**

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

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

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

**G3. Routine Agenda**

**1. Special Exception 2511SE126:**

Special Exception 2511SE126, by agent Timmithy Wilks, seeking approval for an assisted living facility, Tax Parcel 0710H-03-006.000, 3601 Meadowlark Drive, Zoned R-1-5 (Single-Family), Ward 3

**2. Variance 2511ZB129:**

Variance 2511ZB129, by owners Alexander and Michael Rivera, seeking approval for a secondary frontage setback of 8 feet & 8 inches where 25 feet is required for their proposed attached addition, Tax Parcel 0808E-01-064.000, 15372 Dellwood Cove, Zoned R-1-10 (Single-Family), Ward 7

**3. Variance 2511ZB130:**

Variance 2511ZB130, by owners Alexander and Michael Rivera, seeking approval for a primary frontage setback of 23 feet & 7 inches where 25 feet is required for their proposed attached addition, Tax Parcel 0808E-01-064.000, 15372 Dellwood Cove, Zoned R-1-10 (Single-Family), Ward 7

**4. Variance 2511ZB131: (Withdrawn by Applicant)**

Variance 2511ZB131, by agent Fountain & Associates LLC, seeking approval to submit a Planned Building Group application for property with 1.814 acres where ordinance requires 2 acres for application submission, Tax Parcels 1010G-03-016.002, 1010G-03-016.003, Cotton Drive, Dudley Street, Zoned T4+ (General Urban Zone "Plus"), Ward 2

**5. Variance 2512ZB132:**

Variance 2512ZB132, by agent MP Design Group, seeking approval for 935 regular parking spaces where 1643 are required, Tax Parcels 0910P-04-001.000, 0910I-03-019.000, 100 Perry Street, Victory Street, Zoned R-1-7.5 (Single-Family), B-2 (General Business), Ward 2

**6. Variance 2512ZB133:**

Variance 2512ZB133, by agent MP Design Group, seeking approval for a 10-foot front yard setback where 25 feet is required, Tax Parcel 0910P-04-001.000, 100 Perry Street, Zoned R-1-7.5 (Single-Family), Ward 2

**H. Adjournment**

**MINUTES**

**ZONING BOARD OF ADJUSTMENT AND APPEALS  
MEETING**

**Thursday, October 16, 2025, 3:00 P.M.**

**GULFPORT CITY COUNCIL CHAMBERS**

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

**BOARD MEMBERS PRESENT:**

ROBERT PHARR  
MACK MCCREE  
MICHAEL DANIELS  
MARY ANN WIGINTON

**BOARD MEMBERS ABSENT:**

NATHAN BODDIE  
HAL KAIGLER

**STAFF MEMBERS PRESENT:**

MATILDA WELCH  
SAMUEL SWEETING  
BRYCE CLUGH

**COURT REPORTER:**

NORMA SOROE

**E. Confirmation of Agenda:**

**F. Approval of Minutes:**

Motion by Mr. Daniels and seconded by Mrs. Wiginton to approve Minutes of **September 18, 2025**, Zoning Board meetings was carried unanimously.

**G. Hearing of cases:**

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

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

**G3. Routine Agenda:**

**1. Variance 2510ZB115:**

Variance 2510ZB115, by owners Christopher & Candice Lopusser, seeking approval for an 8-foot tall fence where the height limit is 6 feet, Tax Parcel 10100-01-002.004, 2407 Burke Street, Zoned R-1-7.5 (Single-Family), Ward 2

**Speaking for the Petition: Chris Lopusser**

**Speaking against the Petition: None**

**Motion: Mr. Pharr – to approve the applicant’s request.**

**Second: Mrs. Wiginton**

Nathan Boddie	- <b>Chairman – Absent</b>
Mary Ann Wiginton	- Yea
Michael Daniels	- Acting Chair - Yea
Robert Pharr	- Yea
Mack McCree	- Yea
Hal Kaigler	- Absent

**Action:** Motion carried unanimously

**2. Variance 2510SE118:**

Special Exception 2510SE118, by owner 3 Rivers LLC, seeking approval for a liquor store use, Tax Parcel 0807P-01-023.002, 13111 Three Rivers Road, Zoned B-2 (General-business), R-2 (Single-Family), Ward 7

**Speaking for the Petition: Oman Deep Singh**

**Speaking against the Petition: None**

**Motion: Mr. McCree – to approve the applicant’s request.**

**Second: Mr. Pharr**

Nathan Boddie	- <b>Chairman - Absent</b>
Mary Ann Wiginton	- Yea
Michael Daniels	- Acting Chair -Yea
Robert Pharr	- Yea
Mack McCree	- Yea
Hal Kaigler	- Absent

**Action:** Motion carried unanimously

**3. Variance 2510ZB121:**

Variance 2510ZB121, by owners Lawrence and Susan Rojas, seeking approval for sideyard setback of 5 feet where 15 feet is required for proposed accessory structure, Tax Parcel 0807J-01-021.015, 14356 Chestwood Cove, Zoned R-1-15 (Single-family), Ward 7

**Speaking for the Petition: Lawrence Rojas**

**Speaking against the Petition: None**

**Motion: Mr. Pharr – to approve the applicant’s request.**

**Second: Mr. McCree**

Nathan Boddie	- Chairman - Absent
Mary Ann Wiginton	- Yea
Michael Daniels	- Acting Chair - Yea
Robert Pharr	- Yea
Mack McCree	- Yea
Hal Kaigler	- Absent

**Action:** Motion carried unanimously

**Adjournment:**

Motion by Mrs. Wiginton to adjourn the meeting was seconded by Mr. McCree and carried unanimously. The meeting adjourned 3:23 P.M.

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

\_\_\_\_\_  
Hal Kaigler, Secretary

Date: \_\_\_\_\_



URBAN DEVELOPMENT  
PLANNING & ZONING  
PO BOX 1780 | GULFPORT, MS | 1410 24<sup>TH</sup> AVENUE  
228.868.5710 | [PLANNERS@GULFPORT-MS.GOV](mailto:PLANNERS@GULFPORT-MS.GOV)

## ZONING BOARD OF ADJUSTMENT AND APPEALS

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**Hearing Date: Thursday, November 20, 2025**

**Public Declaration of Appeal Process of Chairman**



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## ZONING BOARD OF ADJUSTMENT AND APPEALS

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**Hearing Date: Thursday, November 20, 2025**

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



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## ZONING BOARD OF ADJUSTMENT AND APPEALS

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**Hearing Date: Thursday, November 20, 2025**

**Routine Agenda**



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## ZONING BOARD OF ADJUSTMENT AND APPEALS

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**Hearing Date: Thursday, November 20, 2025**

**Special Exception 2511SE126: Special Exception 2511SE126, by agent Timmity Wilks, seeking approval for an assisted living facility, Tax Parcel 0710H-03-006.000, 3601 Meadowlark Drive, Zoned R-1-5 (Single-Family), Ward 3**

# Technical Report

## *SPECIAL EXCEPTION*

### **GENERAL INFORMATION**

Case File Number: 2511SE126

Hearing Date: Zoning Board November 20, 2025  
Planning Commission November 20, 2025

Current Zoning/Use: R-1-5 / Single-Family

Legal: Special Exception 2511SE126, by agent Timmity Wilks, seeking approval for a assisted living facility, Tax Parcel 0710H-03-006.000, 3601 Meadowlark Drive, Zoned R-1-5 (Single-Family), Ward 3.

### **TECHNICAL DETAILS**

The applicant requests a Special Exception to allow assisted living facility use located at 3601 Meadowlark Drive, zoned R-1-5 (Single-family). The applicant states, "that he will be living in the home with the clients to ensure they cared for 24 hours a day." They will be carefully selecting individuals who require personal care services or individuals, due to functional impairments, may require mental health services to compensate for activities of daily living. Clients will live in the home on a full-time basis and will receive services such as hot meals, snacks, transportation to doctor appointments, recreational events, laundry service, as well as medication management if needed. Further, it is implied that the living facility will have six or fewer clients. The home has three bedrooms and two bathrooms; two bedrooms will be shared by clients, and the third bedroom will be occupied by live-in caregiver. Off-street parking is a requirement and will use Rooming Houses parking requirements; 1.5 spaces per guest room. The applicant already has existing parking requirements for 2 vehicles and will provide an additional parking plan with 2 regular parking spaces and one handicapped van accessible parking space that will need to pull a permit for upon approval. The additional parking spaces should be concrete or asphalt and must be lined parking spaces. Upon visit, this single-family home is located just six houses down from the intersection of Meadowlark Drive and 34<sup>th</sup> Avenue on the left.

### **EXECUTIVE SUMMARY**

The applicant requests a special exception to allow a group home with care giver on site. Clients will live in the home on a full- time basis and will receive services such as hot meals, snacks, transportation to doctor appointments, recreational events, laundry service, as well as medication management. The applicant has existing parking requirements for 2 vehicles and will provide additional parking with 2 regular parking spaces and one handicapped van accessible parking space that will fit in behind the back of the house making a total of 4 parking spaces and one handicapped van accessible parking space. The additional parking spaces must be concrete or asphalt and must be lined parking spaces. Parking shall not back out into the right-of-way. Parking lot shall meet City design standards. Handicap parking shown will not meet ADA standards. Revise the plan to provide an accessible door into the structure.

# Technical Report

## SPECIAL EXCEPTION

Any approval should consider these conditions:

1. Must comply with all current Building Codes and City of Gulfport Ordinances.
2. Parking shall not back out into the right-of-way.
3. Parking lot shall meet City design standards.
4. Handicap parking shown will not meet ADA standards. Revise the plan to provide an accessible route from the space to the accessible door into the structure.

### ***DEPARTMENTAL CONDITIONS***

**Engineering:** Parking shall not back out into the right-of-way. Parking lot shall meet City design standards. Handicap parking shown will not meet ADA standards. Revise the plan to provide an accessible door into the structure. Memo dated 11-6-2025.

**Public Works:** Parking shall not back out into the right-of-way. Parking lot shall meet City design standards. Handicap parking shown will not meet ADA standards. Revise the plan to provide an accessible door into the structure. Memo dated 11-6-2025.

**Traffic and Safety:** Parking shall not back out into the right-of-way. Parking lot shall meet City design standards. Handicap parking shown will not meet ADA standards. Revise the plan to provide an accessible door into the structure. Memo dated 11-6-2025.

**Building Code Services:** Must comply with all current Building Codes and City of Gulfport Ordinances. Memo dated 10/30/2025.

**GIS:** No conditions. Memo dated 11/6/2025.

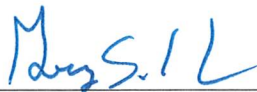
**Police Department:** No comment as of 11/7/2025.

**Fire Department:** No conditions. Memo dated 10/30/2025.

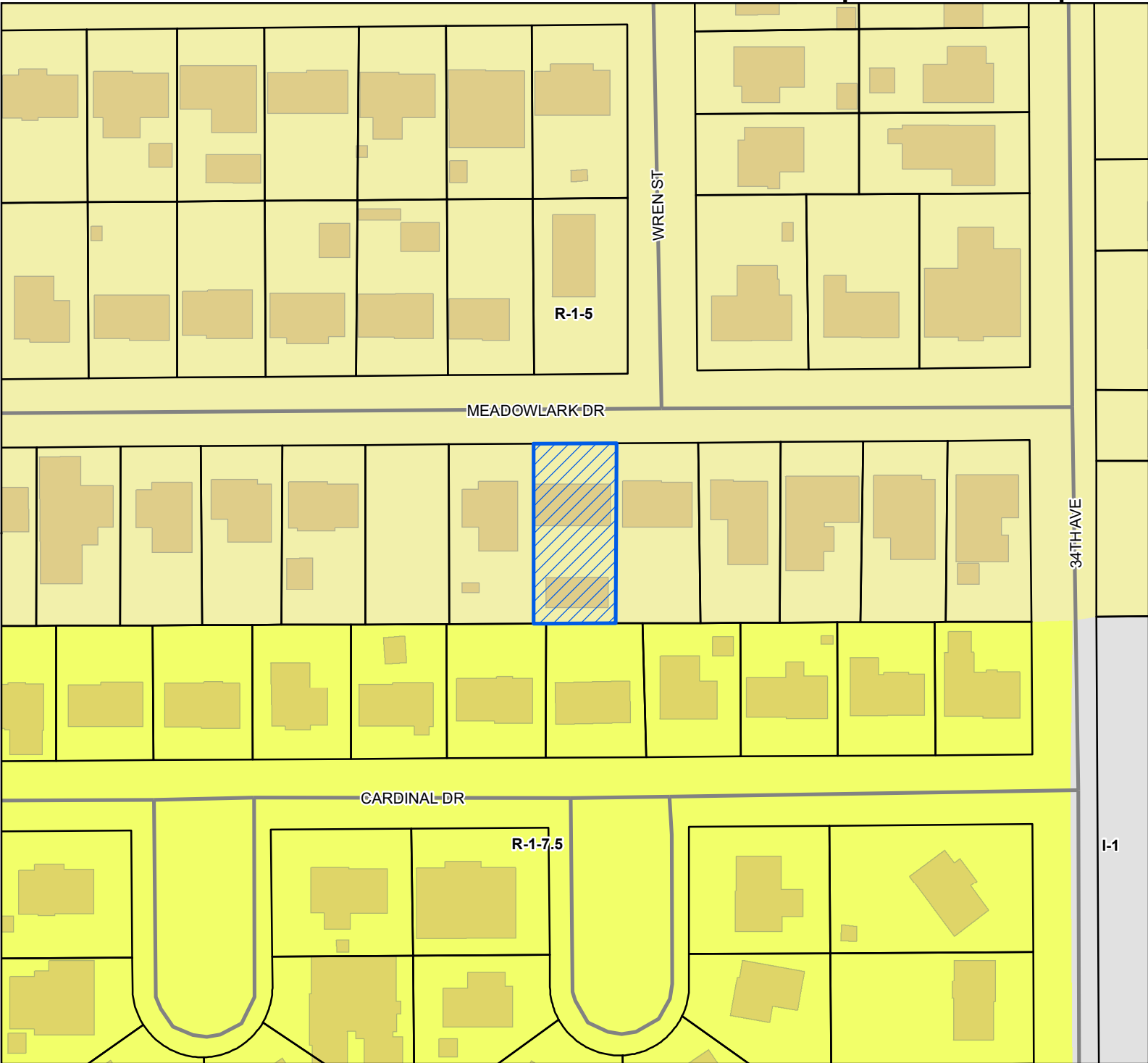
**City Arborist:** No conditions. Memo dated 10/31/2025.

### ***DIRECTOR APPROVAL***

This report has been reviewed and approved by:



\_\_\_\_\_  
Greg Holmes  
Director of Urban Development Department

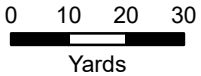


- Site
- Street
- Parcels
- Buildings
- City Limit

**Zoning**

- I-1 - Light Industry District
- R-1-5 - Single Family Residence District (Medium Density)
- R-1-7.5 - Single Family Residence District (Low Density)

**Site Information**  
 0710H-03-006.000  
 Zoning: R-1-5 (Single Family)  
 Size: 7666 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.





**Designation of Agent**

I, Gregory Pittman, being property owner of 3601 MEADOWLARK DR which is the subject of this application hereby authorize Timothy Wilks 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.

Gregory Pittman  
Signature

10-3-2025  
Date

**STATE OF MISSISSIPPI | COUNTY OF HARRISON**

Given under my hand and seal of office this the 3<sup>rd</sup> day of October, 20 25

Autumn D. Zacharias

Notary Public

3-30-26

Commission Expiration





**Covenant Affidavit**

I, Timothy Wilks being owner or agent of the property 3601 meadowlark

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

Timothy Wilks  
Signature

10/3/25  
Date

**STATE OF MISSISSIPPI | COUNTY OF HARRISON**

Given under my hand and seal of office this the 3<sup>rd</sup> day of October, 2025  
3-30-26

Autumn D. Zacharias

Commission Expiration

Notary Public



## Written Statement for Zoning Board

1 Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and covariance , traffic flow and control and access in case of fire or catastrophe.

Response- The property already has fire and safety in place as well as a certificate of occupancy due to housing tenants. It was used as a single family dwelling so everything is up to code as far as fire safety or catastrophe. The traffic flow will be similar to that of a standard single family dwelling. The parking spaces at the home will be for the staff that will be overseeing the clients. The clients will not have their own transportation.

2 Off street parking and loading areas where required, with particular attention to those items listed in the above bullet statement and the economic, noise, glare or odor effects of the special exception on adjoining properties and properties generally in the district

Response- The building and its offsets will not be altered in any way. This will be an adult foster care facility. It will have no impact on the adjoining properties and properties generally in the district.

3 Refuse and service areas, with reference to the two items in the above

Response- We have waste and recycling containers provided by the City of Gulfport

4 Utilities with reference to the location, availability, and compatibility.

Response- Utilities will be provided by Mississippi Power

5 Screening and buffering with reference to type, dimensions and character.

Response- NA

6 Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district.

Response- NA

7 Required yards and other open space.

Response- We have enough yards and open space to operate the facility.

8 General compatibility with adjacent properties and other properties in the district.

Response- The structure will not be altered in any way.

9 Overview of why the special exception will be in harmony with the general purpose and intent of the zoning ordinance.

Response- There is a strong need for adult foster care facilities in the local area.

## Written Statement for Planning Commission

### 1 Transportation and access –

Response- We will provide transportation for our clients. We will also use CTA when needed.

### 2 Water Supply and Disposal-

Response- Water supply and disposal will be provided by the city of Gulfport.

### 3 Fire, police, protection and other public facilities.

Response- Fire, police, protection and other public facilities will be provided by the city of Gulfport. We also have our own security company.

Not causing undue traffic congestion for creating a traffic hazard as being in harmony with the orderly and appropriate development of the district in which the use is located.

Response- our security team will ensure that traffic flow is kept to a minimum. They will also prevent traffic congestion and traffic hazards. No unauthorized personal will be allowed on the premises outside of scheduled visitations from family and guardians who are on the visitation/ pick up list.

## 24 Hour Care Plan

I will be living with the clients to ensure they are cared for 24 hours a day. I will provide the food , transportation, and activities. I will also make sure that our nurses provide medication to the clients as needed.

The Care schedule will go as follows:

6:30 AM- Beginning of 1<sup>st</sup> shift.

7:00 AM- Clients will be woken up, showered, and provided with dental and hygiene care as well as dressing them.

8:00 AM- Breakfast will be served to clients.

9:00 AM- Medication will be provided by the nurse to the appropriate clients.

10:00 AM – Games and activities and snacks

11:00 AM- Games and activities

12:00 PM- Lunch will be provided by staff.

1:00. PM- Medication will be provided as needed by nurse .

2:00- 3:00 PM- Games and activities. They will be indoors or outdoors depending on weather conditions. Twice a week this will consist of going out into the community, shopping, and other events that are appropriate for the clients to enjoy. Snacks will also be provided by staff.

4:00 PM- Dinner will be served by staff.

5:00 PM- Medication will be provided by nurse as needed.

6:00 PM- Wind down time. TV, Games, lounging ect.

6:30 PM- End of first shift Start of second shift

7:00 PM Showers, hygiene care.

8:00 PM – Snacks

9:00 PM- Bedtime

10:00 PM Make rounds and check on clients.

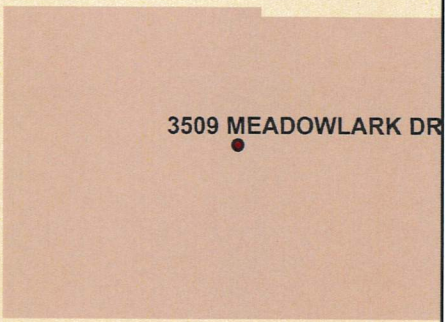
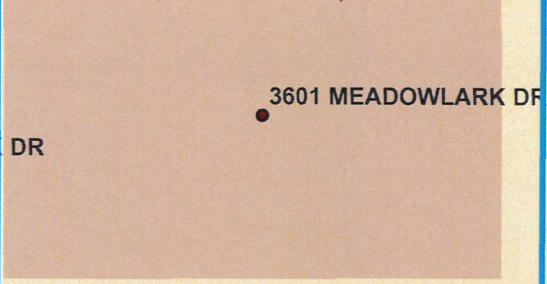
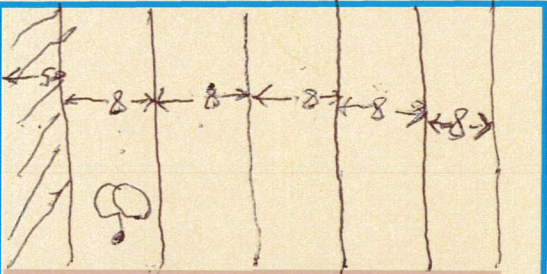
11:00 PM - Sweep, mop, and disinfect living area and kitchen. Make rounds and check on clients.

12:00 -400 AM- Laundry. Make rounds and check on clients every hour on the hour.

5:00 – 6:00 AM Complete logs and any other paperwork from shift. Make final rounds and check on clients.

6:30 AM. End of second shift. Start of first Shift.

MEADOWLARK DR



7



6

5

0710I-01-006.000

0710I-01-005.000

0710I-01-004.000



*Gregory Pittman* 10-3-2025  
DATA DISCLAIMER:

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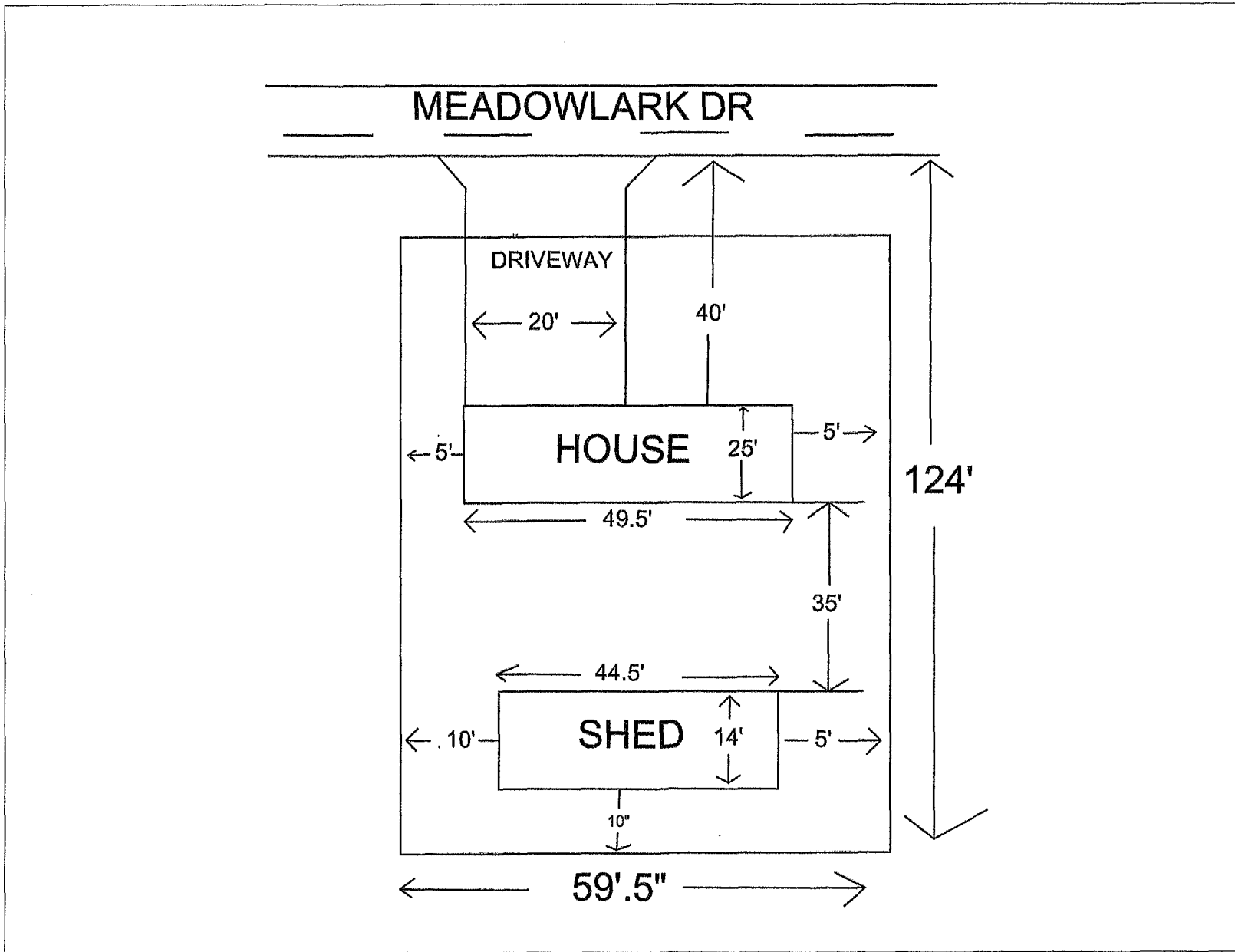
1 inch = 21 feet

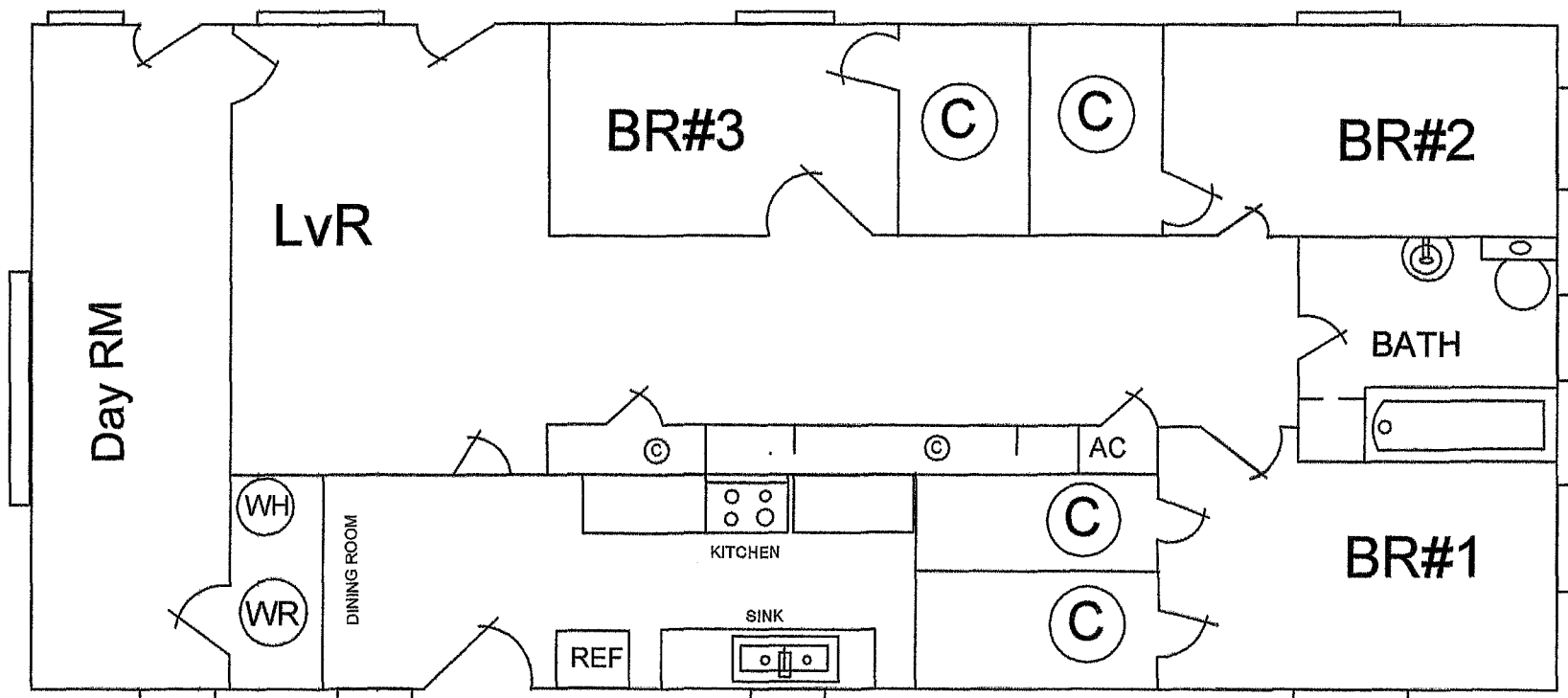
# Area Map

Parcels

Printed 10/3/2025







STATE OF MISSISSIPPI  
COUNTY OF HARRISON

BOOK 1010 PAGE 418

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 Irma L.  
Peyton do(es) hereby sell convey and warrant unto Gregory Pittman a single  
person the following land and property located and situated in the County of  
Harrison State of Mississippi and being more particularly described as  
follows to-wit:

Lot 5 ROLLING MEADOWS Unit I to the County of Harrison State of Mississippi  
as per map or plat thereof on file and of record in Plat Book 25 Page 3 of the  
Plat Records of Harrison County Mississippi

THIS CONVEYANCE is subject to any and all recorded restrictive coven-  
ants rights of way easements and prior reservation of any oil gas minerals  
and other rights

TAXES for the current year are prorated as of this date and assumed  
by the Grantee(s) herein

EXECUTED this the 14th day of May 1985

*Irma L. Peyton*  
Irma L. Peyton

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY appeared before me the undersigned authority in and for the  
aforesaid jurisdiction the within-named Irma L. Peyton who acknowledged to  
and before me that she signed and delivered the foregoing instrument of writing  
on the day and in the year therein mentioned

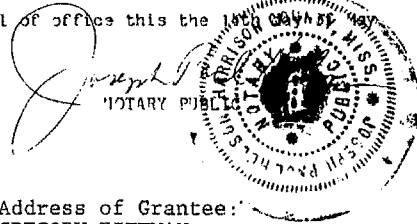
GIVEN under my hand and official seal of office this the 14th day of  
1985

My Commission Expires:

My Commission Expires March 14, 1988

Address of Grantor:  
IRMA L. PEYTON  
3504 Meadowlark Drive  
North Gulfport, MS. 39501

Address of Grantee:  
GREGORY PITTMAN  
3601 Meadowlark Drive  
North Gulfport, MS. 39501



S. C. R. L. V. P. R. G. R.

CITY OF NEW ORLEANS  
STATE OF LOUISIANA  
CERTIFICATE OF DEATH

CITY FILE NO.

BIRTH NO.		1. Last Name of Deceased <b>PEYTON</b>		1b. First Name <b>SHAMUEL</b>		1c. Formal Name		2a. Month <b>3</b>		2b. Day <b>21</b>		2c. Year <b>1977</b>	
3. Sex - Male or Female <b>Male</b>		4. Color or Race <b>Black</b>		5. Married <input checked="" type="checkbox"/> Never Married <input type="checkbox"/>		6. Widowed <input type="checkbox"/> Divorced <input type="checkbox"/>		7a. Birthplace (City and State) <b>MISS</b>		7b. Country of Birth <b>USA</b>		8. Date of Birth of Deceased <b>MAR 22 - 18</b>	
9. Age of Deceased <b>58</b>		10. Sex of Deceased <b>Male</b>		11. Hours <b>10</b>		12. Minutes <b>31</b>		13. Kind of Industry or Business <b>STATE (MISS)</b>		14. Was Deceased ever in U.S. Armed Forces? <b>No</b>		15. Length of Stay in New Orleans <b>24 days</b>	
16. City, Town, or Location <b>NEW ORLEANS</b>		17. Parish <b>ORLEANS</b>		18. Length of Stay in Parish <b>4 days</b>		19. Name of Hospital or Institution (If not in hospital or institution give street address or location) <b>Hotel Dieu Hospital, New O.</b>		20. City or Town <b>NEW ORLEANS</b>		21. Parish <b>HARRISON</b>		22. State <b>MISS</b>	
23. Street Address - (If rural give location) <b>3504 MADRID LARK DR</b>		24. Is Residence Inside City Limits? <input checked="" type="checkbox"/> No <input type="checkbox"/>		25. Is Residence on a Farm? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		26. Maiden Name of Mother <b>EMILY FORD</b>		27. Birthplace of Mother (City and State) <b>MISS</b>		28. Name of Informant and Address <b>WALTER GRANIER</b>		29. Date of Signature <b>2-21-77</b>	
30. I certify that the above stated information is true and correct to the best of my knowledge.		31. Signature of Informant and Address <b>WALTER GRANIER</b>		32. Date of Signature <b>2-21-77</b>		33. Part I. Death Was Caused By: Immediate Cause (a) <b>LV Failure</b>		34. Conditions, if any which gave rise to above cause (b), stating the underlying cause last. <b>Due to (b) Ventricular aneurysmectomy and double coronary a. occlusions</b>		35. Conditions Contributing to Death But Not Related to the Terminal Disease Condition Given in Part I (a)		36. Final Review on Urge and Dr. At	
37. Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/>		38. Describe How Injury Occurred (Enter nature of injury in Part I or Part II of Item 17.) <b>Intraoperative</b>		39. Time of Hour <b>10:30 a.m.</b>		40. Month, Day, Year <b>2-21-77</b>		41. Injury Occurred While At Work <input type="checkbox"/> Not While At Work <input checked="" type="checkbox"/>		42. Place of Injury (e.g., in or about home, farm, factory, street office bldg., etc.) <b>NOT GRANTED</b>		43. City, Town, or Location <b>NEW ORLEANS</b>	
44. I certify that I attended the decedent from <b>2-17</b> to <b>2-21-77</b> and that death occurred on the date and hour stated above.		45. Signature of Physician <b>WALTER GRANIER</b>		46. Date of Signature <b>2-21-77</b>		47. Burial or Cremation <b>2-27-77</b>		48. Name and Location of Cemetery or Urnatory <b>SAN GROVE, MONTICELLO</b>		49. Signature and Address of Funeral Director <b>LOCKETT MONTICELLO</b>		50. Signature of Deed, Identification	
51. Burial Permit Number <b>201120</b>		52. Parish of Issue <b>Orleans</b>		53. Date of Issue <b>2-22-77</b>		54. Signature of Registrar <b>WALTER GRANIER</b>		55. Signature of Deed, Identification		56. Signature of Deed, Identification		57. Signature of Deed, Identification	

Mr. Mussett - took Coroner's Report

I CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF A CERTIFICATE DULY REGISTERED WITH THE LOUISIANA HEALTH AND HUMAN RESOURCES ADMINISTRATION, DIVISION OF HEALTH, OFFICE OF VITAL RECORDS.

*William H. Stewart*  
STATE HEALTH OFFICER  
MAR - 9 1977

*Walter Parker*  
STATE REGISTRAR

3004

90

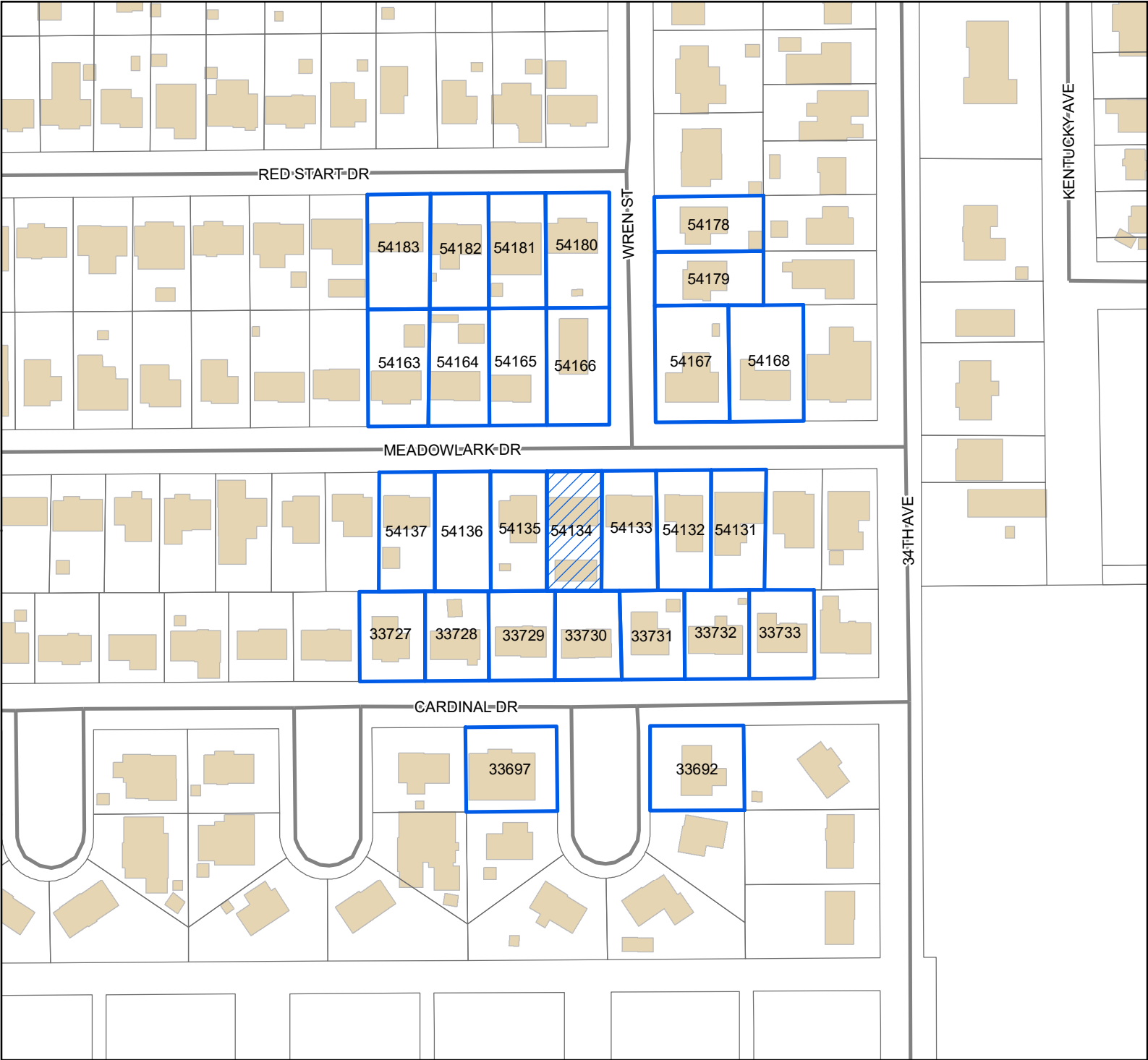
STATEMENT OF FEES

First Page	\$2.00
Additional Pages	1.00
Additional Pages	1.00
Marginal	1.00
Other	1.00
Total Fees	6.00

STATE OF MISSISSIPPI, COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT:

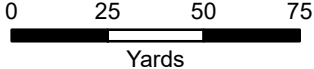
I hereby certify that this instrument was received and filed for record at 3 o'clock and 29 minutes P. M. on 15 day of May, A.D. 1985 and recorded May 16, 1985 in Records of Deeds Book 1010 Pages 418-419

By Doreen Dept S. N. CREEL, Chancery Clerk



Legend

-  Site
-  Street
-  Buildings



1 inch = 150 feet



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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		0710H-03-006.000	GREGORY PITTMAN (OWNER)	3601 MEADOWLARK DR	GULFPORT	MS	39501
			TIMMITHY WILKS (AGENT)	3601 MEADOWLARK DR	GULFPORT	MS	39501
			<b>Adjacent Property Owners (2511SE126)</b>				
	54179	0710H-02-083.000	RATLIFF JESSE J & GWENDOLYN	196 WILSON RD	LUDEDALE	MS	39452
	54182	0710H-02-157.000	TOWNER GREGORY	4605 RED START DR	GULFPORT	MS	39501
	54183	0710H-02-156.000	EVANS MELISSA	4607 RED START DR	GULFPORT	MS	39501
	54165	0710H-02-161.000	BROTHERN GAIL L	3602 MEADOWLARK DRIVE	GULFPORT	MS	39501
	54164	0710H-02-162.000	MARSHALL PAUL & ARRIETTA	5114 14TH ST	GULFPORT	MS	39501
	54132	0710H-03-004.000	GRIFFIN CLARA CORDELIA & AMOS	3507 MEADOWLARK DR	GULFPORT	MS	39501
N	54134	0710H-03-006.000	PITTMAN GREGORY	3601 MEADOWLARK DR	GULFPORT	MS	39501
	33731	0710I-01-004.000	SANDERS OTIS & BETTIE	102 ROBIN COURT	GULFPORT	MS	39501
	33729	0710I-01-006.000	OCAMPO ROSA ELIA NUNEZ	2925 25TH AVE	GULFPORT	MS	39501
	54167	0710H-02-082.000	HOLLOWAY ANDRIA	3504 MEADOWLARK DR	GULFPORT	MS	39501
	54137	0710H-03-009.000	NUNNALLY CAROLYN -ESTATE-	3607 MEADOWLARK DRIVE	GULFPORT	MS	39501
	33732	0710I-01-003.000	TILLMAN BRIAN -ESTATE-	8191 TEXAS AVE	GULFPORT	MS	39501
	54166	0710H-02-160.000	JENSEN JAMIE	15300 DISMUKE AVE UNIT 14D	BILOXI	MS	39532
	54163	0710H-02-163.000	MARSHALL PAUL & PAULA	5114 14TH STREET	GULFPORT	MS	39501
	54136	0710H-03-008.000	WASHINGTON MARILYN	8051 34TH AVE	GULFPORT	MS	39501
	54180	0710H-02-159.000	KUREK HENRYKA -TRUSTEE-	738 FILBERT WAY	CAMPBELL	CA	95008
	54181	0710H-02-158.000	BANKS MAE D MRS	4603 REDSTART DR	GULFPORT	MS	39501
	54131	0710H-03-003.000	MCCLELLAND REGINALD & ZIVA M JAMES	16150 SYLVAN DRIVE	GULFPORT	MS	39503
	33733	0710I-01-002.000	GILL LAKETTA	4702 CARDINAL DR	GULFPORT	MS	39503
	33692	0710I-01-043.000	CLAYTON MARTHA B	4701 CARDINAL DR	GULFPORT	MS	39501
	33727	0710I-01-008.000	SCIPIONE NANCY HOPE W	1447 EAST PASS RD	GULFPORT	MS	39507
	33697	0710I-01-038.000	WILLIAMS LILLIAN	4711 CARDINAL DR	GULFPORT	MS	39501
	54168	0710H-02-081.000	CHAMP EVELYN L -TOD-	3502 MEADOW LARK DR	GULFPORT	MS	39501
	54133	0710H-03-005.000	JOHNSON ERICA G	4625 RED START DR	GULFPORT	MS	39501
	54135	0710H-03-007.000	RAYMOND HAZEL L	3603 MEADOWLARK DR	GULFPORT	MS	39501
	33728	0710I-01-007.000	POWELL TIMOTHY DEVON	3603 LAVENDER ST	GULFPORT	MS	39501
	54178	0710H-02-084.000	JAMES MICHAEL LEE	4502 WREN ST	GULFPORT	MS	39501
	33730	0710I-01-005.000	ROBERTS LAN THI & GRACE LINDA	4708 CARDINAL DR	GULFPORT	MS	39501

## AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
51445	IPL0286358	Legal Ad - IPL0286358		1.0	79.0L

ATTENTION: GULFPORT URBAN DEVELOPMENT IP  
 PO BOX 1780  
 GULFPORT, MS 39502  
 accountspayable@gulfport-ms.gov;sasmith@gulfport-ms.gov

STATE OF MISSISSIPPI  
 COUNTY OF HARRISON  
 Before me, the undersigned Notary personally appeared the undersigned, who, being by me first duly sworn, did depose and say that he/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:

1.0 insertion(s) published on:  
 11/05/25 Print

**LEGAL NOTICE  
 PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979, as amended, notice is hereby given advising that the Zoning Board of Adjustment and Appeals will hold a public hearing in the City of Gulfport, Mississippi at 3:00 PM., Thursday, November 20, 2025 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 the first floor of the William H. Hardy Building, 1410 24th Avenue.

**Special Exception 2511SE126**  
 by agent Timmthy Wilks, seeking approval for an assisted living facility, Tax Parcel 0710H-03-006.000, 3601 Meadowlark Drive, Zoned R-1-5 (Single-Family), Ward 3

**Variance 2511ZB129**, by owners Alexander and Michael Rivera, seeking approval for a secondary frontage setback of 8 feet & 8 inches where 25 feet is required for their proposed attached addition, Tax Parcel 0808E-01-064.000, 15372 Dellwood Cove, Zoned R-1-10 (Single-Family), Ward 7

**Variance 2511ZB130**, by owners Alexander and Michael Rivera, seeking approval for a primary frontage setback of 23 feet & 7 inches where 25 feet is required for their proposed attached addition, Tax Parcel 0808E-01-064.000, 15372 Dellwood Cove, Zoned R-1-10 (Single-Family), Ward 7

**Variance 2511ZB131**, by agent Fountain & Associates LLC, seeking approval to submit a Planned Building Group application for property with 1.814 acres where ordinance requires 2 acres for application submission, Tax Parcels 1010G-03-016.002, 1010G-03-016.003, Cotton Drive, Dudley Street, Zoned T4+ (General Urban Zone "Plus"), Ward 2

**Variance 2512ZB132**, by agent MP Design Group, seeking approval for 935 regular parking spaces where 1643 are required, Tax Parcels 0910P-04-001.000, 0910I-03-019.000, 100 Perry Street, Victory Street, Zoned R-1-7.5 (Single-Family), B-2 (General Business), Ward 2

**Variance 2512ZB133**, by agent MP Design Group, seeking approval for a 10-foot front yard setback where 25 feet is required, Tax Parcel 0910P-04-001.000, 100 Perry Street, Zoned R-1-7.5 (Single-Family), Ward 2

This the 29th day of October 2025  
 Nathan Boddie, Chairman  
 City of Gulfport Zoning Board of Adjustment and Appeals  
 IPL0286358  
 Nov 5 2025

[Print Tearsheet Link](#)

[Marketplace Link](#)

*Sherry Chasteen*

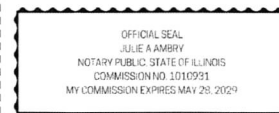


Sherry Chasteen

*Julie A Ambry*



Sworn to and subscribed before me on Nov 5, 2025, 10:09 AM EST



Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX



URBAN DEVELOPMENT  
PLANNING & ZONING  
PO BOX 1780 | GULFPORT, MS | 1410 24<sup>TH</sup> AVENUE  
228.868.5710 | [PLANNERS@GULFPORT-MS.GOV](mailto:PLANNERS@GULFPORT-MS.GOV)

## ZONING BOARD OF ADJUSTMENT AND APPEALS

---

**Hearing Date: Thursday, November 20, 2025**

**Variance 2511ZB129: Variance 2511ZB129, by owners Alexander and Michael Rivera, seeking approval for a secondary frontage setback of 8 feet & 8 inches where 25 feet is required for their proposed attached addition, Tax Parcel 0808E-01-064.000, 15372 Dellwood Cove, Zoned R-1-10 (Single-Family), Ward 7**

# Technical Report

## VARIANCE

### GENERAL INFORMATION

Case File Number: 2511ZB129

Hearing Date: November 20, 2025

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

Legal: Variance 2511ZB129, by owners Alexander and Michael Rivera, seeking approval for a secondary frontage setback of 8 feet & 8 inches where 25 feet is required for their proposed attached addition, Tax Parcel 0808E-01-064.000, 15372 Dellwood Cove, Zoned R-1-10 (Single-Family), Ward 7

### TECHNICAL DETAILS

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

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

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

# Technical Report

## VARIANCE

The applicant requests a variance setback of 8 feet 8 inches for the secondary frontage where 25 feet is required to place a carport in the front yard. The applicant is 100% Disabled Veteran and depends on a mobile scooter. Veteran Affairs installed a ramp out the front door and would like a carport to cover the truck and scooter.

- (a) The applicant notes that the “driveway to garage is on an 8% downgrade.” This statement does not sufficiently address what special conditions are unique to the land that would require a variance for this. This variance is caused by the applicant needing a carport for protections from the elements due to being disabled.
- (b) In the application, the applicant cites that the “VA put up a ramp leading out the main entry.” This statement shows that because of actions outside of the control of the applicant, this has caused the need for a variance for the applicant.
- (c) This variance is requested to allow the applicant to use the “VA installed scooter lift in truck.” A change to the ordinance may offer a reasonable solution to this circumstance.
- (d) The applicant does not address the question regarding the literal interpretations of the ordinance. The need for this variance is caused by the fact that this property lies on a corner lot and as such, the setback requirement for a second frontage is shown to be the hardship. If this property were not a corner lot, this variance would not be required. It is noted that there are several structures on corner lots that do not meet the 25-foot setback requirement and as such, approval of this application would be in harmony with the surrounding area.
- (e) The applicant states “not asking for special privileges, there are other structures like this nearby.” As stated prior, there are several properties in the surrounding area that appear to not meet the 25-foot setback and as such, approval of this petition would not grant any special rights to the applicant.
- (f) This property is zoned R-1-10, and an accessory structure is allowed by right.

### **EXECUTIVE SUMMARY**

The five criteria for hardship have not been met. The applicant requests a variance setback of 8 feet 8 inches for secondary frontage where 25 feet is required to place a carport in the front yard. The applicant is 100% Disabled Veteran and depends on a mobile scooter. Veteran Affairs installed a ramp out the front door and would like a carport to cover the truck and scooter. It should be noted that approval of this petition would not convey any special rights to the applicant, as there are several surrounding properties that do not meet the second frontage requirement on a corner lot.

Any approval should consider these conditions:

1. Allows for a secondary frontage setback of 8 feet and 8 inches setback
2. Must meet all Planning and Zoning rules and regulations.

### **DEPARTMENTAL CONDITIONS**

**Engineering:** No conditions. Memo dated 11/06/2025.

**Public Works:** No conditions. Memo dated 11/06/2025.

# Technical Report

## VARIANCE

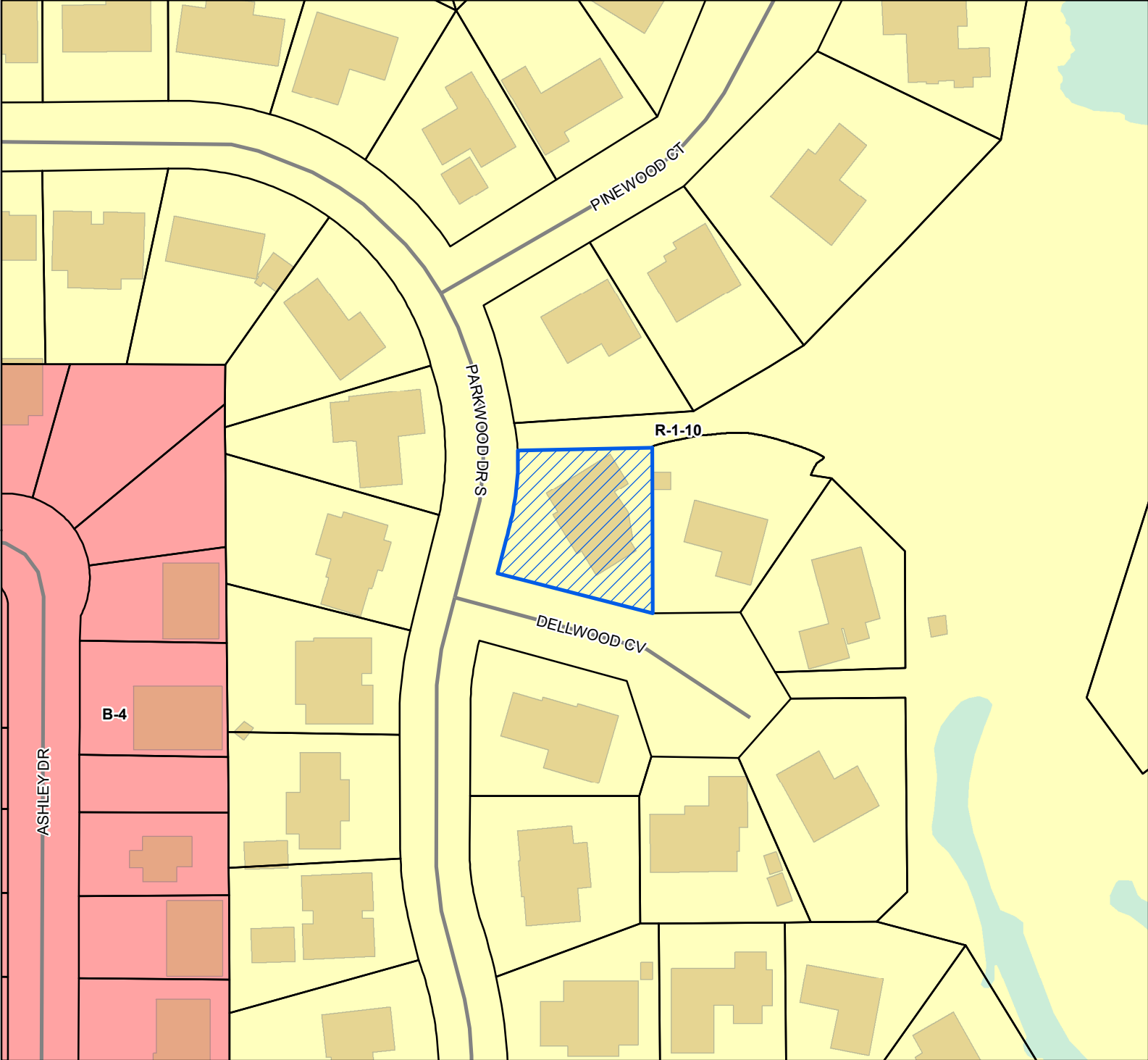
- Traffic and Safety:** No conditions. Memo dated 11/06/2025.
- Building Code Services:** Must comply with all current Building Codes and City of Gulfport Ordinances. Memo dated 10/30/2025.
- GIS:** No conditions. Memo dated 11/06/2025.
- Police Department:** No comment as of 11/10/2025.
- Fire Department:** No conditions. Memo dated 10/30/2025.
- City Arborist:** No conditions. Memo dated 10/31/2025.

### ***DIRECTOR APPROVAL***

This report has been reviewed and approved by:



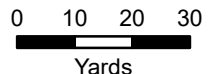
\_\_\_\_\_  
Greg Holmes  
Director of Urban Development Department



**Site**  
 Site  
 Street  
 Parcels  
 Buildings  
 Water Features  
 City Limit

**Zoning**  
 B-4 - Highway Business District  
 R-1-10 - Single Family Residence (Low Density)

**Site Information**  
 0808E-01-064.000  
 Zoning: R-1-10 (Single Family)  
 Size: 10670.97 sqft  
 Flood: X



1 inch = 100 feet



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WJ 10/7/25  
CASE NUMBER  
25112B129  
R#13518997

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

0808E-01-064.000																				

### Property Address:

15372 dellwood cove Gulfport ms 39503

Lot(s) \_\_\_\_\_ Block(s) \_\_\_\_\_ Subdivision \_\_\_\_\_

### General Description of Request:

8ft 8in secondary frontage  
set back is required where 25ft

### 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**.



# COVENANT AFFIDAVIT

I, Michael A. Rivere being property owner or agent of the property 15372 Dellwood Cove  
PRINT NAME PRIMARY ADDRESS OR PARCEL

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

[Signature]  
SIGNATURE

Oct 07 2025  
DATE

## STATE OF MISSISSIPPI | COUNTY OF HARRISON

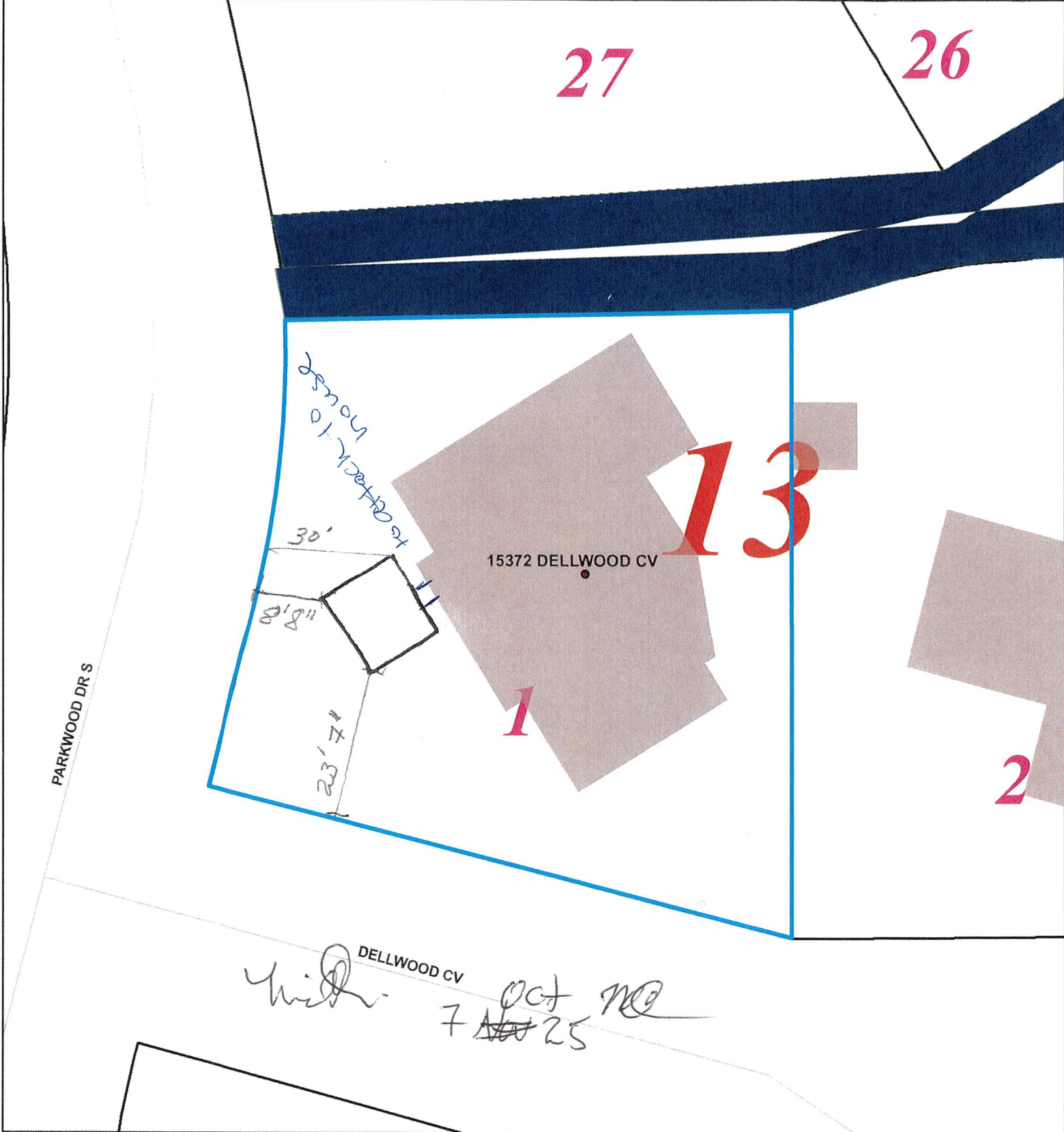
Given under my hand and seal of office this the 7th day of October, 2025

[Signature]  
NOTARY PUBLIC

05/22/2027  
COMMISSION EXPIRATION



- ① Drive way to garage is on a 8% downgrade. I cannot walk up or down grades (wheel, elect cart) allows me to get out.
- ② VA put up a ramp leading out of the main entry.
- ③ Cannot use garage because of VA installed cart lift in truck. When they placed ramp up front, it's the only way I can enter house.
- ④ To keep access to yard and protect the mobile cart from weather and elements.
- ⑤ Not asking for special privileges, there are other structures similar to this nearby. Talked to neighbors and no one has a problem.
- ⑥ Carport is allowed by right. This is requesting setbacks.



1 inch = 25 feet

# Area Map

 Parcels

Printed 10/3/2025

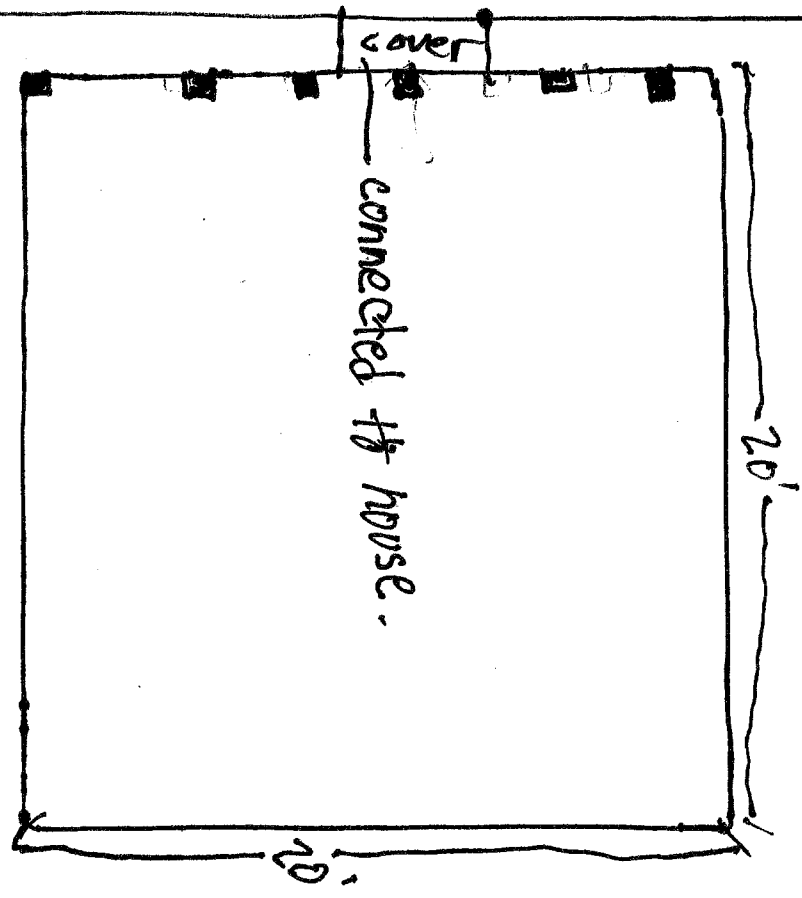
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15372 Delwood Cv.  
Gulfport, MS 39503

HS-



Metal Canopy  
20x20x10  
1/2" rod heads @ 3'



*J.L.L.* 1st JUDICIAL DISTRICT  
 Instrument 2022-0028514-D-J1  
 Filed/Recorded 11/22/2022 3:04:02 PM  
 Total Fees 26.00  
 4 Pages Recorded

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

File#222052

Indexing Instructions:  
 Lot 1, Blk 13, Northwood Hills S/D  
 Harrison County, 1<sup>st</sup> JD, MS

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

**WARRANTY DEED**

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

**CANDACE L. SMITH, an unmarried woman  
 surviving joint tenant of MARGARET S. SMITH  
 supporting documentation of her death being attached hereto;  
 15195 BARBARA DRIVE  
 GULFPORT, MS 39503  
 (228) 274-5731**

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

**MICHAEL RIVERA and father, ALEXANDER RIVERA  
 as joint tenants with full rights of survivorship and not as tenants in common  
 15372 DELLWOOD COVE  
 GULFPORT, MS 39503  
 (228) 357-1618**

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

**Lot One (1), Block Thirteen (13), NORTHWOOD HILLS SUBDIVISION, a subdivision according to the official map or plat thereof on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 26 at Page 19 thereof, reference to which is hereby made in aid of and as a part of this description.**

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

7

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

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

WITNESS THE SIGNATURE of the Grantor on this the 22nd day of November, 2022.

  
CANDACE L. SMITH

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, **CANDACE L. SMITH**, an **unmarried woman**, who acknowledged that she signed, executed and delivered the above and foregoing instrument as she voluntary act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal on this the 22nd day of November, 2022.

  
NOTARY PUBLIC

(SEAL)

My Commission Expires:



# STATE OF MISSISSIPPI

**MISSISSIPPI STATE DEPARTMENT OF HEALTH**  
**VITAL RECORDS MISSISSIPPI** STATE FILE NUMBER **123-**

PRINT BLACK INK	FILING DATE <b>AUG 25 1989</b>	MISSISSIPPI STATE DEPARTMENT OF HEALTH VITAL RECORDS MISSISSIPPI				STATE FILE NUMBER <b>123-</b>
DECEASED  If death occurred in an institution, see HANDBOOK regarding completion of RESIDENCE items  For RESIDENCE items, enter actual location of home rather than mailing address	1. NAME First Middle Last <b>HORACE SMITH</b>		2. SEX <b>male</b>		3a. HOUR OF DEATH <b>1:52 A<sup>m</sup></b>	
	4. RACE (Specify White, Black, American Indian, etc.) <b>white</b>		5a. AGE AT LAST BIRTHDAY <b>73</b> Years		6. DATE OF BIRTH (Month, Day, Year) <b>May 28, 1916</b>	
	7b. CITY OR TOWN OF DEATH <b>Gulfport</b>		7c. HOSPITAL OR OTHER INSTITUTION-NAME AND NUMBER (If not in either, give street address, route number or other location) <b>Memorial Hospital 24M</b>		7d. IF IN HOSP. OR INST. SPECIFY INPT., OUTPT., EMER. RM. OR DCA <b>Inpt.</b>	
	9. DECEDENT'S EDUCATION (Specify only highest grade completed) Elem/High School College (0-12) (1-4, 5+) <b>3</b>		10. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) <b>married</b>		11. SURVIVING SPOUSE (If wife, give maiden name) <b>Margaret Smith</b>	
	13. ORIGIN OR DESCENT (Specify Cuban, Afro-American, Mexican, etc.) <b>American</b>		14. SOCIAL SECURITY NUMBER <b>425 48 3001</b>		15a. USUAL OCCUPATION (Kind of work done, most of working life) <b>lab. research technician forestry</b>	
16a. RESIDENCE—STATE <b>Mississippi</b>		16b. COUNTY <b>Harrison</b>		16c. CITY OR TOWN <b>Gulfport</b>		
17. FATHER—NAME First Middle Last <b>William S. Smith</b>			18. MOTHER—NAME First Middle Maiden <b>Mary Dedeaux</b>			
19a. INFORMANT—NAME (Type or print) <b>Mrs. Margaret Smith</b>			19b. MAILING ADDRESS (Street and number or route and box number, City or town, State, ZIP code) <b>2 Dellwood Cove, Gulfport, MS 39503</b>			
20a. BURIAL, CREMATION, REMOVAL (Specify) <b>burial</b>		20b. CEMETERY, CREMATORY—NAME <b>Smith Cemetery</b>		20c. LOCATION (City and State) <b>Pearl River Co., MS</b>		
21b. FUNERAL HOME—NAME AND MISSISSIPPI I.D. NUMBER <b>Riemann funeral Home 24 R</b>		21c. MAILING ADDRESS (Street and number or route and box number, City or town, State, ZIP code) <b>P.O. Drawer 1750, Gulfport, MS 39502</b>				
22a. PERSON WHO PRONOUNCED DEATH—NAME AND TITLE (Type or print) <b>Dr. Tom Graves, ER Physician</b>			22b. PRONOUNCED DEAD (Month, Day, Year) <b>ON August 17, 1989</b>		22c. PRONOUNCED DEAD (Hour) <b>AT 1:52 A<sup>m</sup></b>	
23a. CERTIFIER—NAME (Type or print) <b>Edgar Little, Jr.</b>			23b. MAILING ADDRESS (Street and number or route and box number, City or town, State, ZIP code) <b>182 Debuys Road, Biloxi, MS 39531</b>			
This section to be completed by physician if NOT a medical examiner.		24a. To the best of my knowledge, death occurred due to the cause(s) and manner as stated. SIGNATURE <b>[Signature]</b> MD		This section to be completed by medical examiner ONLY.		
		24b. DATE SIGNED (Month, Day, Year)				
		24c. STATE LICENSE NUMBER				
		24d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or print)				
This section to be completed by medical examiner ONLY.		24e. On the basis of examination and/or investigation, in my opinion, death occurred due to the cause(s) and manner as stated. SIGNATURE <b>[Signature]</b>		24f. TITLE <b>Harrison County Coroner</b>		
		24g. DATE SIGNED (Month, Day, Year) <b>August 24, 1989</b>				
		25. PART I: IMMEDIATE CAUSE (Enter one cause only): (a) <b>Renal Failure</b>		Interval between onset and death <b>29 days</b>		
		(b) <b>Hypoxia and/or Shock</b>		Interval between onset and death II		
(c) <b>Gastric Bleed, Massive limb trauma</b>		Interval between onset and death II				
28. PART II: OTHER SIGNIFICANT CONDITIONS—Conditions contributing to death but not resulting in the underlying cause given in PART I				27. AUTOPSY (Yes or No) <b>NO</b>		
29a. ACCIDENT, SUICIDE, HOMICIDE, PENDING INVESTIGATION, OR UNDETERMINED (Specify) <b>Accident</b>		29b. DATE OF INJURY (Month, Day, Year) <b>July 19, 1989</b>		29c. HOUR OF INJURY <b>11:00<sup>AM</sup></b>		
29d. DESCRIBE HOW OR BY WHAT MEANS INJURY OCCURRED <b>Traumatic Amputation</b>		29e. PLACE OF INJURY (Specify Home, Farm, Street, Factory, Office building, etc.) <b>Brothers Resident</b>				
29f. INJURY AT WORK (Yes or No) <b>NO</b>		29g. LOCATION Street or route number City or town State <b>South Pearl River County, MS</b>				

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

*Alton B. Cobb, M.D.*  
 Alton B. Cobb, M.D.  
 STATE HEALTH OFFICER

August 28, 1989

*David Lohrlach*  
 David Lohrlach  
 STATE REGISTRAR

WARNING: It is illegal to alter or counterfeit this copy.



# STATE OF MISSISSIPPI

## MISSISSIPPI STATE DEPARTMENT OF HEALTH VITAL RECORDS

**CERTIFICATE OF DEATH**  STATE FILE NUMBER **123-**  
STATE OF MISSISSIPPI

TYPE OR PRINT WITH BLACK INK

FILING DATE **NOV 15 1991**

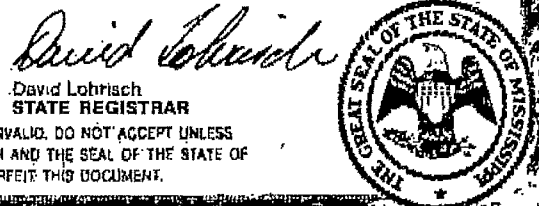
DECEASED  If death occurred in institution, see HANDBOOK regarding completion of RESIDENCE items.  RESIDENCE items refer actual location home rather than mailing address.	1 NAME: First Middle Last <b>MARGARET LAREDO SMITH</b>			2. SEX <b>female</b>		3a. HOUR OF DEATH <b>3:42 Pm</b>		3b. DATE OF DEATH (Month, Day, Year) <b>November 11, 1991</b>		
	4. RACE (Specify White, Black, American Indian, etc.) <b>white</b>		5a. AGE AT LAST BIRTHDAY <b>67</b> Years		ONLY IF UNDER 1 YEAR ONLY IF UNDER 1 DAY 5b. MOS 5c. DAYS 5d. HOURS 5e. MINS		6. DATE OF BIRTH (Month, Day, Year) <b>Dec. 17, 1923</b>		7a. COUNTY OF DEATH <b>Harrison</b>	
	7b. CITY OR TOWN OF DEATH <b>Gulfport</b>		7c. HOSPITAL OR OTHER INSTITUTION—NAME AND NUMBER (If patient, give street address, route number or other location) <b>Memorial Hospital 24M</b>				7d. IF IN HOSP. OR INST. SPECIFY INPT., OUTPT., EMER. RM. OR ODA <b>Emer. Rm.</b>		7e. STATE OF BIRTH <b>Mississippi</b>	
	9. DECEDENT'S EDUCATION (Specify only highest grade completed) <b>12</b>			10. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) <b>widowed</b>		11. SURVIVING SPOUSE (If wife, give maiden name)		12. WAS DECEASED EVER IN U.S. ARMED FORCES? (Yes or No) <b>no</b>		
13. ORIGIN OR DESCENT (Specify Cuban, Afro-American, Mexican, etc.) <b>American</b>			14. SOCIAL SECURITY NUMBER <b>428 34 2914</b>		15a. USUAL OCCUPATION (Kind of work done, most of working life) <b>librarian</b>		15b. KIND OF BUSINESS OR INDUSTRY <b>civil service</b>			
16a. RESIDENCE—STATE <b>Mississippi</b>		16b. COUNTY <b>Harrison</b>		16c. CITY OR TOWN <b>Gulfport</b>		16d. INSIDE CITY LIMITS (Specify Yes or No) <b>no</b>		16e. STREET AND NUMBER OR RURAL LOCATION <b>15372 Dellwood Cove</b>		
17 FATHER—NAME: First Middle Last <b>Van O. Smith</b>				18 MOTHER—NAME: First Middle Maiden <b>Missouri Davis</b>						
19a. INFORMANT—NAME (Type or print) <b>Candace Smith</b>				19b. MAILING ADDRESS (Street and number or route and box number, City or town, State, ZIP code) <b>15372 Dellwood Cove, Gulfport, MS 39503</b>						
20a. BURIAL, CREMATION, REMOVAL (Specify) <b>burial</b>		20b. CEMETERY, CREMATORY—NAME <b>Smith Cemetery</b>		20c. LOCATION (City and State) <b>Pearl River Co., MS</b>		21a. EMBALMER—SIGNATURE AND NUMBER <b>MS John D. Wise 600</b>				
21b. FUNERAL HOME—NAME AND MISSISSIPPI I.D. NUMBER <b>Riemann Funeral Home 24 R</b>				21c. MAILING ADDRESS (Street and number or route and box number, City or town, State, ZIP code) <b>P.O. Drawer 1750, Gulfport, MS 39502</b>						
22a. PERSON WHO PRONOUNCED DEATH—NAME AND TITLE (Type or print) <b>Dr. Davidson, ER Physician</b>				22b. PRONOUNCED DEAD (Month, Day, Year) <b>ON November 11, 1991</b>		22c. PRONOUNCED DEAD (Hour) <b>AT 3:42 Pm</b>				
23a. CERTIFIER—NAME (Type or print) <b>DeLois E. Little</b>				23b. MAILING ADDRESS (Street and number or route and box number, City or town, State, ZIP code) <b>182 Debuys Road, Biloxi, MS 39531</b>						
This section to be completed by physician if NOT a medical examiner.		24a. SIGNATURE <i>DeLois E. Little</i>		24b. DATE SIGNED (Month, Day, Year)		24c. STATE LICENSE NUMBER		This section to be completed by medical examiner ONLY.		
		24d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or print)		24e. DATE SIGNED (Month, Day, Year) <b>November 12, 1991</b>						
Conditions, if any, which gave rise to immediate cause stating the underlying cause last.		25. PART I. DEATH CAUSED BY IMMEDIATE CAUSE (Enter one cause only): <b>(a) Cancer of Brain</b>							Interval between onset and death	
		DUE TO OR AS A CONSEQUENCE OF (Enter one cause only): <b>(b)</b>							Interval between onset and death	
		DUE TO OR AS A CONSEQUENCE OF (Enter one cause only): <b>(c)</b>							Interval between onset and death	
26. PART II. OTHER SIGNIFICANT CONDITIONS—Conditions contributing to death but not resulting in the underlying cause given in PART I							27. AUTOPSY (Yes or No) <b>No</b>	28. WAS CASE REFERRED TO MEDICAL EXAMINER? (Yes or No) <b>Yes</b>		
Use if death NOT due to natural causes		29a. ACCIDENT, SUICIDE, HOMICIDE, PENDING INVESTIGATION, OR UNDETERMINED (Specify)		29b. DATE OF INJURY (Month, Day, Year)		29c. HOUR OF INJURY		29d. DESCRIBE HOW OR BY WHAT MEANS INJURY OCCURRED		
29e. INJURY AT WORK (Yes or No)		29f. PLACE OF INJURY (Specify Home, Farm, Street, Factory, Office building, etc.)		29g. LOCATION		Street or route number		City or town State		

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



*Alton B Cobb, M.D.*  
Alton B. Cobb, M.D.  
STATE HEALTH OFFICER

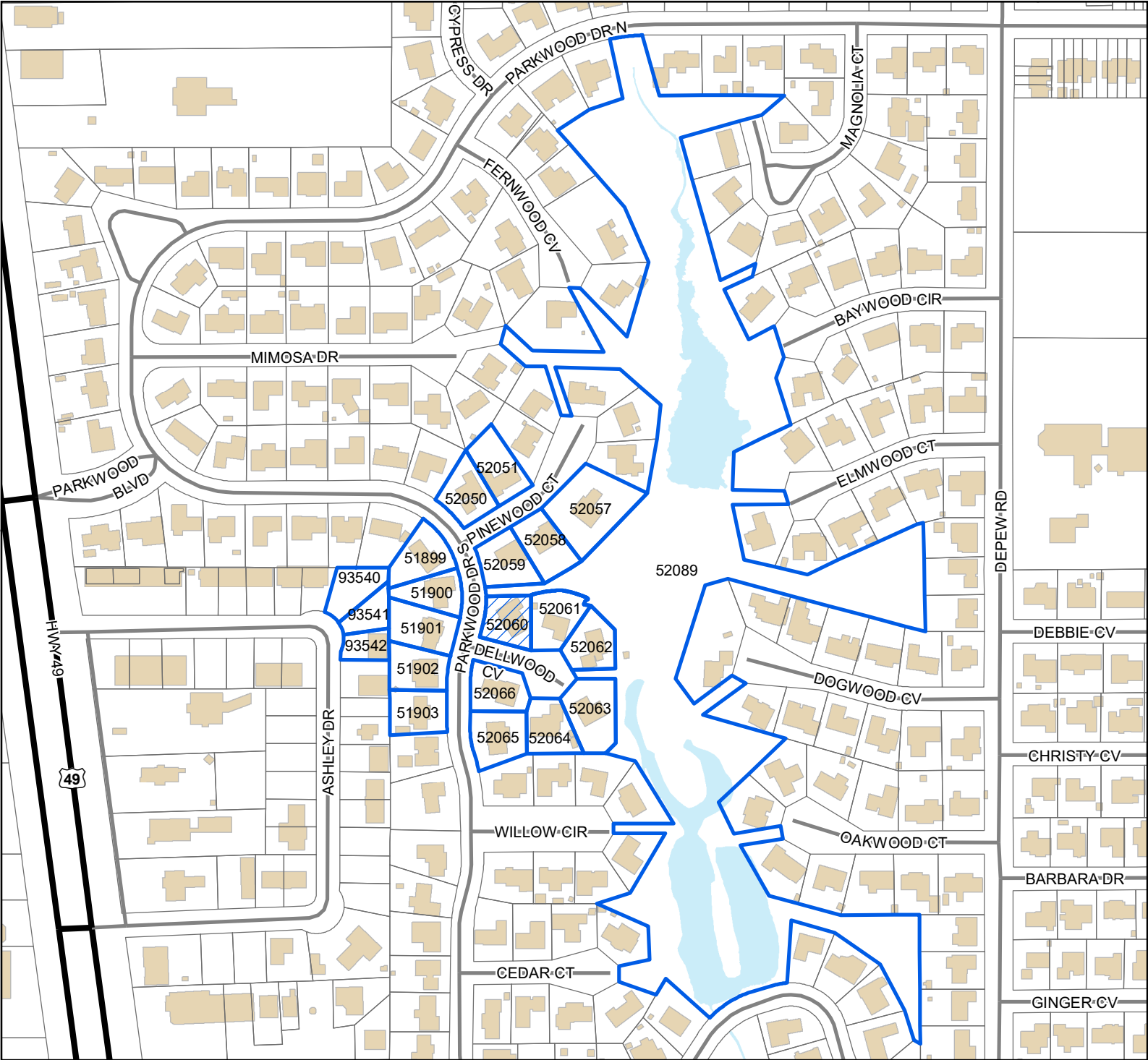
November 18, 1991



*David Lohriach*  
David Lohriach  
STATE REGISTRAR

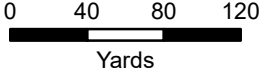
**WARNING:**

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



Legend

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



1 inch = 300 feet



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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		0808E-01-064.000	MICHAEL & ALEXANDER RIVERA (OWNERS)	15372 DELLWOOD CV	GULFPORT	MS	39503
			<b>Adjacent Property Owners (2511ZB129)</b>				
	52063	0808E-01-061.000	FRANCIS LEROY & VIOLA J	15351 DELLWOOD CV	GULFPORT	MS	39503
	51902	0808E-02-027.000	RANDAZZO CARICIA T	15612 PARKWOOD DRIVE S	GULFPORT	MS	39503
	52064	0808E-01-060.000	TOLAR TERRY L & EILERMANN JANET	2620 RUE PALAFOX	BILOXI	MS	39531
	52065	0808E-01-058.000	HENSLEY DAVID ORA	15627 PARKWOOD DR	GULFPORT	MS	39503
	93541	0808E-02-030.013	RAYBOURN ROBERT W -ETAL-	15058 WHISPERWOOD DR	GULFPORT	MS	39503
	51901	0808E-02-028.000	DAVIS BETTY H	15604 PARKWOOD DR SOUTH	GULFPORT	MS	39503
	52062	0808E-01-062.000	KELLER CHERYL	15354 DELLWOOD COVE	GULFPORT	MS	39503
	52051	0808D-03-075.000	WILLIAM P SCHROEDER REVOCABLE TRUST	3240 LAKE POINTE BLVD APT 207	SARASOTA	FL	34231
	52057	0808D-03-069.000	PATTERSON STEVEN TROY JR	15377 PINWOOD CT	GULFPORT	MS	39503
	52050	0808D-03-092.000	BROCK ERIC J JR & BARBARA A	15394 PINWOOD CT	GULFPORT	MS	39503
	51903	0808E-02-026.000	GAIGE LUCAS MICHAEL	15620 PARKWOOD DRIVE S	GULFPORT	MS	39503
	52058	0808D-03-068.000	DEAN KIMBERLY DELORIS	15385 PINWOOD CT	GULFPORT	MS	39503
N	93540	0808E-02-030.012	RAYBOURN ROBERT W -ETAL-	15058 WHISPERWOOD DR	GULFPORT	MS	39503
	51900	0808E-02-029.000	BREAZEALE STEPHEN O & PATRICIA S	15594 PARKWOOD DR S	GULFPORT	MS	39503
	52061	0808E-01-063.000	FLOWERS DERRICK	15362 DELLWOOD COVE	GULFPORT	MS	39503
	51899	0808D-03-093.000	KELLY KENNEDY & ELIJAH VAN-ALYSTYNE	15580 PARKWOOD DR SOUTH	GULFPORT	MS	39503
N	52060	0808E-01-064.000	RIVERA MICHAEL & ALEXANDER	15372 DELLWOOD CV	GULFPORT	MS	39503
	52059	0808D-03-067.000	GRAVES TOMMY C & LYNNE M G	308 REGATTA DRIVE	NICEVILLE	FL	32578
	52066	0808E-01-059.000	HANES ALISHA D	15371 DELLWOOD CV	GULFPORT	MS	39503
	52089	0808E-01-036.000	NORTHWOOD HILLS HOME OWNERS ASSO	P O BOX 1862	GULFPORT	MS	39501

## AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
51445	IPL0286358	Legal Ad - IPL0286358		1.0	79.0L

ATTENTION: GULFPORT URBAN DEVELOPMENT IP  
 PO BOX 1780  
 GULFPORT, MS 39502  
 accountspayable@gulfport-ms.gov;sasmith@gulfport-ms.gov

STATE OF MISSISSIPPI  
 COUNTY OF HARRISON  
 Before me, the undersigned Notary personally appeared the under-  
 signed, who, being by me first duly sworn, did depose and say that he/  
 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:

1.0 insertion(s) published on:  
 11/05/25 Print

**LEGAL NOTICE  
 PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979, as amended, notice is hereby given advising that the Zoning Board of Adjustment and Appeals will hold a public hearing in the City of Gulfport, Mississippi at 3:00 P.M., Thursday, November 20, 2025 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 the first floor of the William H. Hardy Building, 1410 24th Avenue.

**Special Exception 2511SE126**, by agent Timmthy Wilks, seeking approval for an assisted living facility, Tax Parcel 0710H-03-006.000, 3601 Meadowlark Drive, Zoned R-1-5 (Single-Family), Ward 3

**Variance 2511ZB129** by owners Alexander and Michael Rivera, seeking approval for a secondary frontage setback of 8 feet & 8 inches where 25 feet is required for their proposed attached addition, Tax Parcel 0808E-01-064.000, 15372 Delwood Cove, Zoned R-1-10 (Single-Family), Ward 7

**Variance 2511ZB130**, by owners Alexander and Michael Rivera, seeking approval for a primary frontage setback of 23 feet & 7 inches where 25 feet is required for their proposed attached addition, Tax Parcel 0808E-01-064.000, 15372 Delwood Cove, Zoned R-1-10 (Single-Family), Ward 7

**Variance 2511ZB131**, by agent Fountain & Associates LLC, seeking approval to submit a Planned Building Group application for property with 1.814 acres where ordinance requires 2 acres for application submission, Tax Parcels 1010G-03-016.002, 1010G-03-016.003, Cotton Drive, Dudley Street, Zoned T4+ (General Urban Zone "Plus"), Ward 2

**Variance 2512ZB132**, by agent MP Design Group, seeking approval for 935 regular parking spaces where 1643 are required, Tax Parcels 0910P-04-001.000, 0910I-03-019.000, 100 Perry Street, Victory Street, Zoned R-1-7.5 (Single-Family), B-2 (General Business), Ward 2

**Variance 2512ZB133**, by agent MP Design Group, seeking approval for a 10-foot front yard setback where 25 feet is required, Tax Parcel 0910P-04-001.000, 100 Perry Street, Zoned R-1-7.5 (Single-Family), Ward 2

This the 29th day of October 2025  
 Nathan Boddie, Chairman  
 City of Gulfport Zoning Board of Ad-  
 justment and Appeals  
 IPL0286358  
 Nov 5 2025

[Print Tearsheet Link](#)

[Marketplace Link](#)

*Sherry Chasteen*



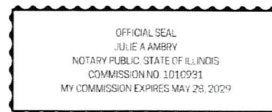
Sherry Chasteen

*Julie A Ambry*



Sworn to and subscribed before  
 me on

Nov 5, 2025, 10:09 AM EST



Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX\*



URBAN DEVELOPMENT  
PLANNING & ZONING  
PO BOX 1780 | GULFPORT, MS | 1410 24<sup>TH</sup> AVENUE  
228.868.5710 | [PLANNERS@GULFPORT-MS.GOV](mailto:PLANNERS@GULFPORT-MS.GOV)

## ZONING BOARD OF ADJUSTMENT AND APPEALS

---

**Hearing Date: Thursday, November 20, 2025**

**Variance 2511ZB130: Variance 2511ZB130, by owners Alexander and Michael Rivera, seeking approval for a primary frontage setback of 23 feet & 7 inches where 25 feet is required for their proposed attached addition, Tax Parcel 0808E-01-064.000, 15372 Dellwood Cove, Zoned R-1-10 (Single-Family), Ward 7**

# Technical Report

## VARIANCE

### GENERAL INFORMATION

Case File Number: 2511ZB130

Hearing Date: November 20, 2025

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

Legal: Variance 2511ZB130, by owners Alexander and Michael Rivera, seeking approval for a primary frontage setback of 23 feet & 7 inches where 25 feet is required for their proposed attached addition, Tax Parcel 0808E-01-064.000, 15372 Dellwood Cove, Zoned R-1-10 (Single-Family), Ward 7.

### TECHNICAL DETAILS

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

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

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

# Technical Report

## VARIANCE

The applicant requests a variance setback of 23 feet 7 inches for primary frontage where 25 feet is required to place a carport in the front yard. The applicant is 100% Disabled Veteran and depends on a mobile scooter. Veteran Affairs (VA) installed a ramp out the front door and would like a carport to cover the truck and scooter.

- (a) The applicant notes that the “driveway to garage is on an 8% downgrade”. Due to the fact the applicant cannot walk up or downgrade. There is no statement about how unique the land is that would require a variance for this. This variance is caused by the applicant needing a carport for protections from the elements due to being disabled.
- (b) In the application, the applicant cites that the “VA (Veteran Affairs) put up a ramp leading out the main entry”. There is no statement about how the request is not the result of the applicant.
- (c) This variance is requested to allow the applicant to use the “VA (Veteran Affairs) installed scooter lift in truck”. The applicant does not address the hardship for the variance, or how the physical character of the property would result in a hardship requiring the need for a variance. However, an ordinance change may offer a reasonable solution.
- (d) The applicant does not address the question regarding the literal interpretations of the ordinance. The need for this variance is caused by the fact that this property lies on a corner lot and as such, the setback requirement for a second frontage is shown to be the hardship. If this property were not a corner lot, this variance would not be required. It is noted that there are several structures on corner lots that do not meet the 25-foot setback requirement and as such, approval of this application would be in harmony with the surrounding area.
- (e) The applicant states “not asking for special privileges, there are other structures similar to this nearby”. As detailed, prior, there are several properties in the surrounding area that appear to not meet the 25-foot setback and as such, approval of this request would not grant any special rights to the applicant.
- (f) This property is zoned R-1-10, and single-family is allowed.

### **EXECUTIVE SUMMARY**

The six criteria for hardship have not been met. The applicant requests a variance setback of 23 feet 7 inches for primary frontage where 25 feet is required to place a carport in the front yard. The applicant is 100% Disabled Veteran and depends on a mobile scooter. Veteran Affairs (VA) installed a ramp out the front door and would like a carport to cover the truck and scooter. It should be noted that approval of this variance would not bear any special rights to the applicant, as there are several surrounding properties that do not meet the second frontage requirement on a corner lot.

Any approval should consider these conditions:

1. Must comply with all current Building Codes and City of Gulfport Ordinances.

### **DEPARTMENTAL CONDITIONS**

**Engineering:** No conditions. Memo dated 11/6/2025.

# Technical Report

## VARIANCE

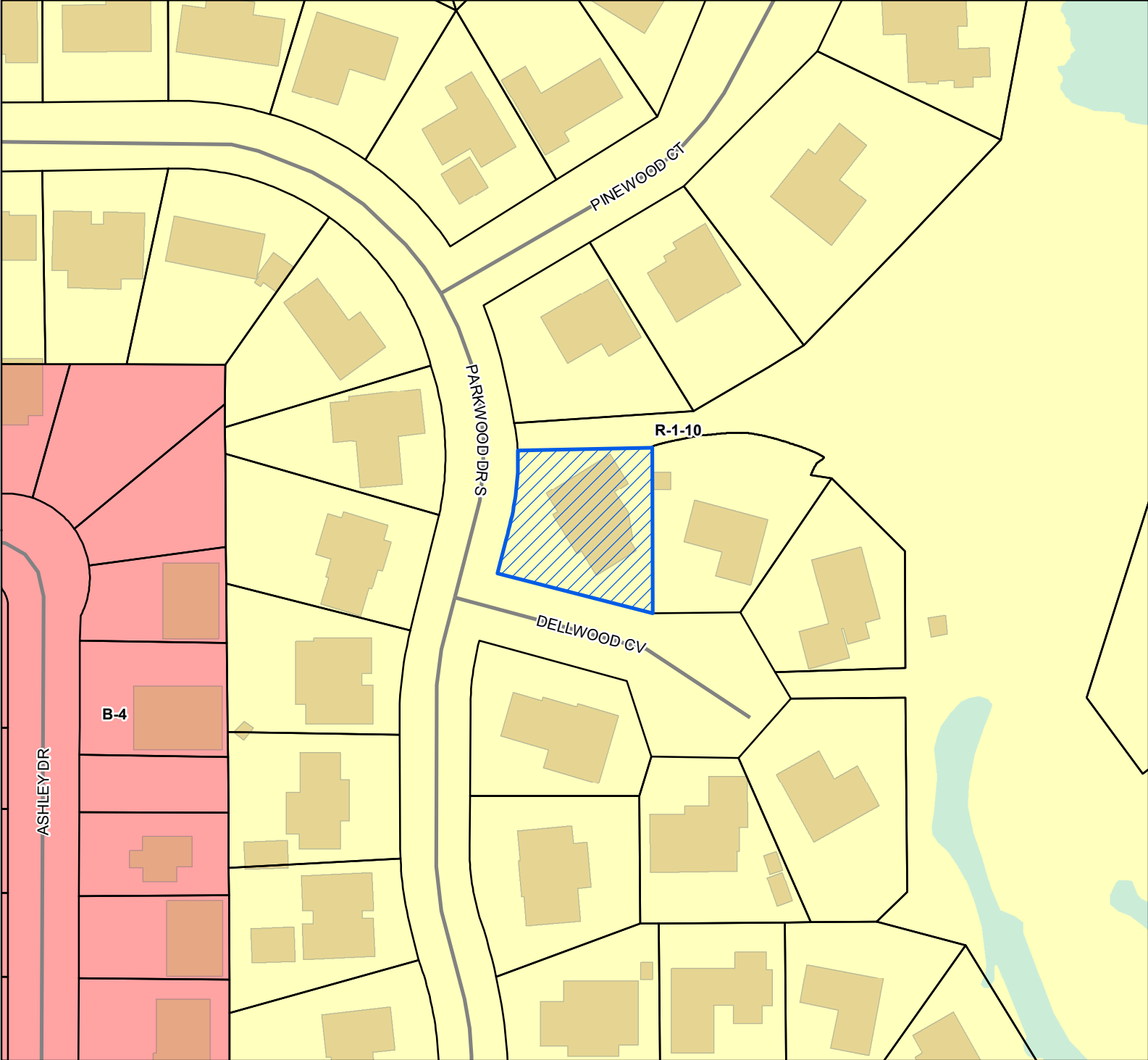
<b><u>Public Works:</u></b>	No conditions. Memo dated 11/6/2025.
<b><u>Traffic and Safety:</u></b>	No conditions. Memo dated 11/6/2025.
<b><u>Building Code Services:</u></b>	Must comply with all current Building Codes and City of Gulfport Ordinances. Memo dated 10/30/2025.
<b><u>GIS:</u></b>	No conditions. Memo dated 11/6/2025.
<b><u>Police Department:</u></b>	No comment as of 11/7/2025.
<b><u>Fire Department:</u></b>	No conditions. Memo dated 10/30/2025.
<b><u>City Arborist:</u></b>	No conditions. Memo dated 10/31/2025.









### ***DIRECTOR APPROVAL***

This report has been reviewed and approved by:

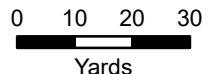


Greg Holmes  
Director of Urban Development Department



-  Site
  -  Street
  -  Parcels
  -  Buildings
  -  Water Features
  -  City Limit
- Zoning**
-  B-4 - Highway Business District
  -  R-1-10 - Single Family Residence (Low Density)

**Site Information**  
 0808E-01-064.000  
 Zoning: R-1-10 (Single Family)  
 Size: 10670.97 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.



WA 10/7/25  
CASE NUMBER  
25112B130  
RH#13518995

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

0808E	-	01	-	064	.	000															

Property Address:

15372 Dellwood Cove

Lot(s) \_\_\_\_\_ Block(s) \_\_\_\_\_ Subdivision \_\_\_\_\_

General Description of Request: The VA installed a ramp out front door.

I'm 100% DAV Med assist to move scooter travels everywhere I go.

Would like to cover scooter in truck. Asking for allowance to cover truck/scooter.

Set Back of 23ft min for Primary frontage where

### OWNERSHIP AND CERTIFICATION:

25ft is required

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**.



**Covenant Affidavit**

I, Michael A. Rivera, being owner or agent of the property 15372 DeHavoc 2 Core  
PRINT NAME PRIMARY ADDRESS OR PARCEL

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

[Signature] Oct 7th 2025  
Signature Date

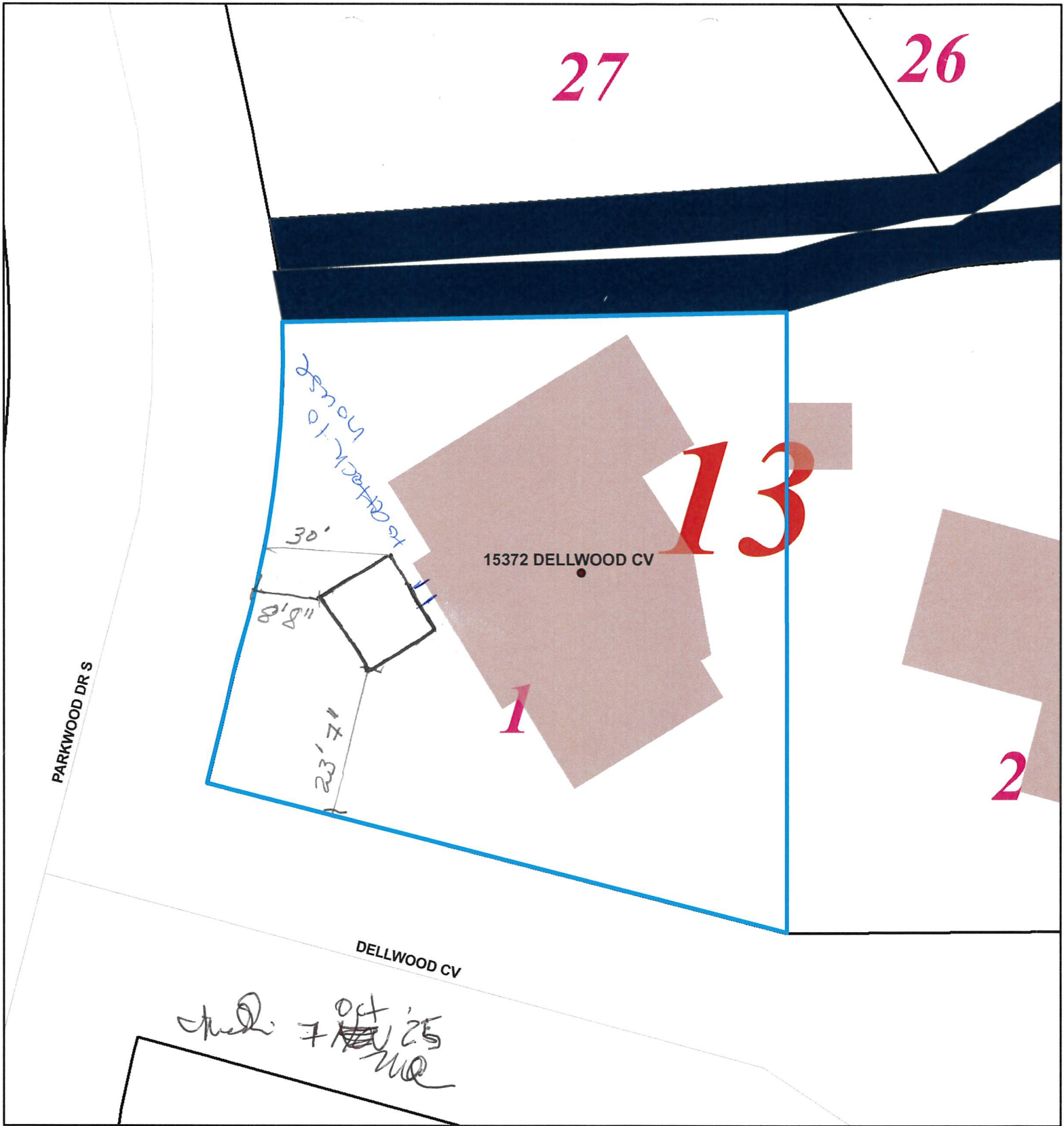
**STATE OF MISSISSIPPI | COUNTY OF HARRISON**

Given under my hand and seal of office this the 7th day of October, 2025  
05/22/2027

[Signature] Commission Expiration  
Notary Public



- ① Driveway to garage is on a 8% downgrade, I cannot walk up or down grades (wheel, elect cart) allows me to get out.
- ② VA put up a ramp leading out of the main entry.
- ③ Cannot use garage because of VA installed cart lift in truck. When they placed ramp up front, it's the only way I can enter house.
- ④ To keep access to yard and protect the mobile cart from weather and elements.
- ⑤ Not asking for special privileges, there are other structures similar to those nearby, talked to neighbors and no one has a problem.
- ⑥ Carport is allowed by right. This is requesting setbacks.



1 inch = 25 feet

# Area Map

 Parcels

Printed 10/3/2025

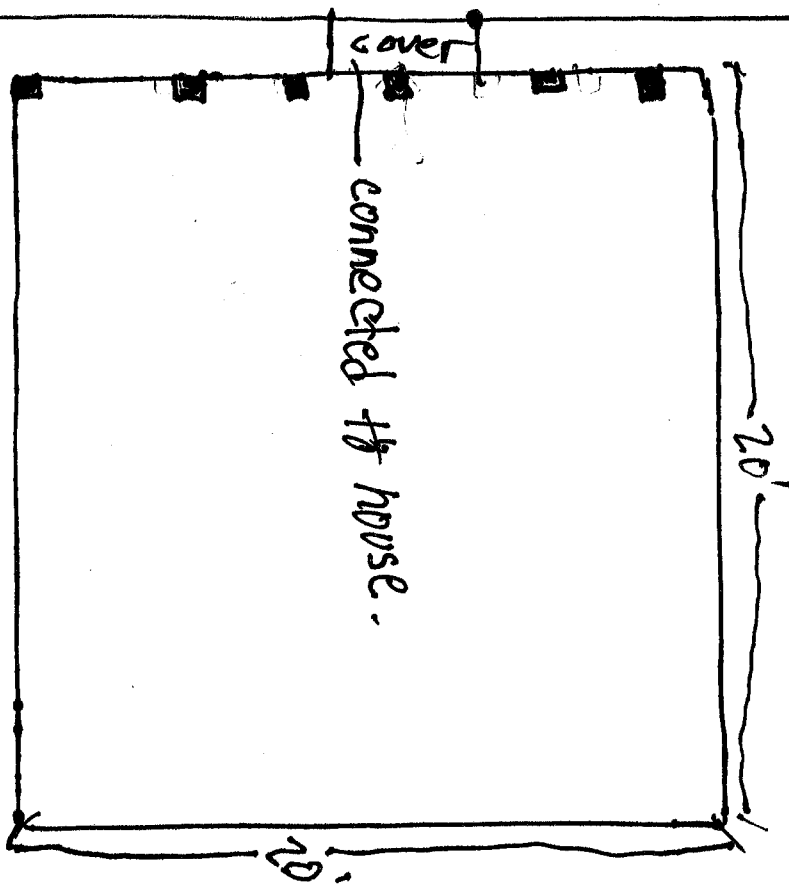
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15372 Delwood Cv.  
Gulfport, MS 39503

HS-



Metal Canopy  
20x20x10  
1/2" rod heads @ 3'



*J. J. J.* 1st JUDICIAL DISTRICT  
Instrument 2022-0028514-D-11  
Filed/Recorded 11/22/2022 3:04:02 PM  
Total Fees 26.00  
4 Pages Recorded

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

File#222052

Indexing Instructions:  
Lot 1, Blk 13, Northwood Hills S/D  
Harrison County, 1<sup>st</sup> JD, MS

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

**WARRANTY DEED**

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

**CANDACE L. SMITH, an unmarried woman  
surviving joint tenant of MARGARET S. SMITH  
supporting documentation of her death being attached hereto;  
15195 BARBARA DRIVE  
GULFPORT, MS 39503  
(228) 274-5731**

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

**MICHAEL RIVERA and father, ALEXANDER RIVERA  
as joint tenants with full rights of survivorship and not as tenants in common  
15372 DELLWOOD COVE  
GULFPORT, MS 39503  
(228) 357-1618**

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

**Lot One (1), Block Thirteen (13), NORTHWOOD HILLS SUBDIVISION, a subdivision according to the official map or plat thereof on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 26 at Page 19 thereof, reference to which is hereby made in aid of and as a part of this description.**

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

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

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

WITNESS THE SIGNATURE of the Grantor on this the 22nd day of November, 2022.

  
CANDACE L. SMITH

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

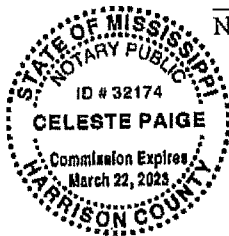
THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, CANDACE L. SMITH, an unmarried woman, who acknowledged that she signed, executed and delivered the above and foregoing instrument as she voluntary act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal on this the 22nd day of November, 2022.

  
NOTARY PUBLIC

(SEAL)

My Commission Expires:



# STATE OF MISSISSIPPI

MISSISSIPPI STATE CERTIFICATE OF DEATH  
 MISSISSIPPI VITAL RECORDS  
 STATE FILE NUMBER 123-  
 FILING DATE AUG 25 1989

DECEASED  If death occurred in an institution, see HANDBOOK, regarding completion of RESIDENCE items  For RESIDENCE items, give actual location of home rather than mailing address	1. NAME First Middle Last <b>HORACE SMITH</b>	2. SEX <b>male</b>	3a. HOUR OF DEATH <b>1:52 A<sup>m</sup></b>	3b. DATE OF DEATH (Month, Day, Year) <b>August 17, 1989</b>			
	4. RACE (Specify White, Black, American Indian, etc.) <b>white</b>	5a. AGE AT LAST BIRTHDAY <b>73</b> Years	5b. MOS <b>3</b>	5c. DAYS <b>3</b>	5d. HOURS <b>3</b>	5e. MINS <b>3</b>	6. DATE OF BIRTH (Month, Day, Year) <b>May 28, 1916</b>
	7b. CITY OR TOWN OF DEATH <b>Gulfport</b>	7c. HOSPITAL OR OTHER INSTITUTION-NAME AND NUMBER (If not in either, give street address, route number or other location) <b>Memorial Hospital 24M</b>	7d. IF IN HOSP. OR INST. SPECIFY INPT., OUTPT., EMER. RM. OR DOA <b>Inpt.</b>	8. STATE OF BIRTH <b>Mississippi</b>			
	9. DECEDENT'S EDUCATION (Specify only highest grade completed) <b>Elem/High School (0-12)</b>	10. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) <b>married</b>	11. SURVIVING SPOUSE (If wife, give maiden name) <b>Margaret Smith</b>	12. WAS DECEASED EVER IN U.S. ARMED FORCES? (Yes or No) <b>yes</b>			
	13. ORIGIN OR DESCENT (Specify Cuban, Afro-American, Mexican, etc.) <b>American</b>	14. SOCIAL SECURITY NUMBER <b>425 48 3001</b>	15a. USUAL OCCUPATION (Kind of work done, most of working life) <b>lab. research technician</b>	15b. KIND OF BUSINESS OR INDUSTRY <b>forestry</b>			
	16a. RESIDENCE—STATE <b>Mississippi</b>	16b. COUNTY <b>Harrison</b>	16c. CITY OR TOWN <b>Gulfport</b>	16d. INSIDE CITY LIMITS (Specify Yes or No) <b>no</b>	16e. STREET AND NUMBER OR RURAL LOCATION <b>2 Dellwood Cove</b>		
	17. FATHER—NAME First Middle Last <b>William S. Smith</b>		18. MOTHER—NAME First Middle Maiden <b>Mary Dedeaux</b>				
	19a. INFORMANT—NAME (Type or print) <b>Mrs. Margaret Smith</b>		19b. MAILING ADDRESS (Street and number or route and box number, City or town, State, ZIP code) <b>2 Dellwood Cove, Gulfport, MS 39503</b>				
	20a. BURIAL, CREMATION, REMOVAL (Specify) <b>burial</b>	20b. CEMETERY, CREMATORY—NAME <b>Smith Cemetery</b>	20c. LOCATION (City and State) <b>Pearl River Co., MS</b>	21a. EMBALMER—SIGNATURE AND NUMBER <b>John D. Wise FS 600</b>			
	21b. FUNERAL HOME—NAME AND MISSISSIPPI I.D. NUMBER <b>Riemann funeral Home 24 R</b>		21c. MAILING ADDRESS (Street and number or route and box number, City or town, State, ZIP code) <b>P.O. Drawer 1750, Gulfport, MS 39502</b>				
	22a. PERSON WHO PRONOUNCED DEATH—NAME AND TITLE (Type or print) <b>Dr. Tom Graves, ER Physician</b>			22b. PRONOUNCED DEAD (Month, Day, Year) <b>ON August 17, 1989</b>	22c. PRONOUNCED DEAD (Hour) <b>AT 1:52 A<sup>m</sup></b>		
	23a. CERTIFIER—NAME (Type or print) <b>Edgar Little, Jr.</b>		23b. MAILING ADDRESS (Street and number or route and box number, City or town, State, ZIP code) <b>182 Debuys Road, Biloxi, MS 39531</b>				
	24a. To the best of my knowledge, death occurred due to the cause(s) and manner as stated. SIGNATURE <b>Edgar Little Jr.</b>		24e. On the basis of examination and/or investigation, in my opinion, death occurred due to the cause(s) and manner as stated. SIGNATURE <b>Edgar Little Jr.</b>				
	24b. DATE SIGNED (Month, Day, Year)		24c. STATE LICENSE NUMBER		24f. TITLE <b>Harrison County Coroner</b>		
	24d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or print)		24g. DATE SIGNED (Month, Day, Year) <b>August 24, 1989</b>				
	25. PART I: IMMEDIATE CAUSE (Enter one cause only): (a) <b>Renal Failure</b> DUE TO OR AS A CONSEQUENCE OF (Enter one cause only): (b) <b>Hypoxia and/or Shock</b> DUE TO OR AS A CONSEQUENCE OF (Enter one cause only): (c) <b>Gastric Bleed, Massive limb trauma</b>				Interval between onset and death <b>29 days</b> " " "		
	25. PART II: OTHER SIGNIFICANT CONDITIONS—Conditions contributing to death but not resulting in the underlying cause given in PART I				27. AUTOPSY (Yes or No) <b>no</b>	28. WAS CASE REFERRED TO MEDICAL EXAMINER? (Yes or No) <b>yes</b>	
	29a. ACCIDENT, SUICIDE, HOMICIDE, PENDING INVESTIGATION, OR UNDETERMINED (Specify) <b>Accident</b>	29b. DATE OF INJURY (Month, Day, Year) <b>July 19, 1989</b>	29c. HOUR OF INJURY <b>11:00<sup>AM</sup></b>	29d. DESCRIBE HOW OR BY WHAT MEANS INJURY OCCURRED <b>Traumatic Amputation</b>			
	29e. INJURY AT WORK (Yes or No) <b>no</b>	29f. PLACE OF INJURY (Specify Home, Farm, Street, Factory, Office building, etc.) <b>Brothers Resident</b>	29g. LOCATION <b>South Pearl River County, MS</b>				

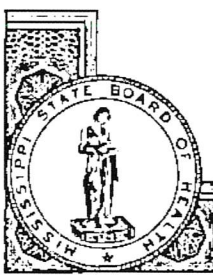
THIS IS TO CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE CERTIFICATE ON FILE IN THIS OFFICE.

**Alton B. Cobb, M.D.**  
 Alton B. Cobb, M.D.  
 STATE HEALTH OFFICER

August 28, 1989

**David Lohrich**  
 David Lohrich  
 STATE REGISTRAR

WARNING: It is illegal to alter or counterfeit this copy.



# STATE OF MISSISSIPPI

## MISSISSIPPI STATE DEPARTMENT OF HEALTH VITAL RECORDS

### CERTIFICATE OF DEATH

STATE OF MISSISSIPPI

FILE OR PRINT WITH BLACK INK

FILING DATE **NOV 15 1991**

STATE FILE NUMBER **123-**

DECEASED	1 NAME: First Middle Last <b>MARGARET LAREDO SMITH</b>			2. SEX <b>female</b>		3a. HOUR OF DEATH <b>3:42 PM</b>		3b. DATE OF DEATH (Month, Day, Year) <b>November 11, 1991</b>	
	4 RACE (Specify White, Black, American Indian, etc.) <b>white</b>		5a. AGE AT LAST BIRTHDAY <b>67</b> years		ONLY IF UNDER 1 YEAR ONLY IF UNDER 1 DAY 6b. MOS 5c. DAYS 5d. HOURS 5e. MINS		6 DATE OF BIRTH (Month, Day, Year) <b>Dec. 17, 1923</b>		7a. COUNTY OF DEATH <b>Harrison</b>
Death occurred in institution, see HANDBOOK regarding completion of RESIDENCE items.	7b. CITY OR TOWN OF DEATH <b>Gulfport</b>			7c. HOSPITAL OR OTHER INSTITUTION—NAME AND NUMBER (If possible, give street address, route number or other location) <b>Memorial Hospital 24M</b>			7d. IF IN HOSP. OR INST. SPECIFY INPT., OUTPT., EMER. RM. OR DDA <b>Emer. Rm.</b>		7e. STATE OF BIRTH <b>Mississippi</b>
	9 DECEDENT'S EDUCATION (Specify, only highest grade completed) Elementary High School College <b>12</b>			10. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) <b>widowed</b>		11. SURVIVING SPOUSE (If wife, give maiden name)		12. WAS DECEASED EVER IN U.S. ARMED FORCES? (Yes or No) <b>no</b>	
RESIDENCE (Name, or actual location, home number, street, filing address)	13. ORIGIN OR DESCENT (Specify Cuban, Afro-American, Mexican, etc.) <b>American</b>			14. SOCIAL SECURITY NUMBER <b>428 34 2914</b>		15a. USUAL OCCUPATION (Kind of work done, most of working life) <b>librarian</b>		15b. KIND OF BUSINESS OR INDUSTRY <b>civil service</b>	
	16a. RESIDENCE—STATE <b>Mississippi</b>		16b. COUNTY <b>Harrison</b>	16c. CITY OR TOWN <b>Gulfport</b>		16d. INSIDE CITY LIMITS (Specify Yes or No) <b>no</b>	16a. STREET AND NUMBER OR RURAL LOCATION <b>15372 Dellwood Cove</b>		
PARENTS	17 FATHER—NAME: First Middle Last <b>Van O. Smith</b>			18 MOTHER—NAME: First Middle Maiden <b>Missouri Davis</b>					
	19a. INFORMANT—NAME (Type or print) <b>Candace Smith</b>				19b. MAILING ADDRESS (Street and number or route and box number, City or town, State, ZIP code) <b>15372 Dellwood Cove, Gulfport, MS 39503</b>				
DISPOSITION	20a. BURIAL, CREMATION, REMOVAL (Specify) <b>burial</b>		20b. CEMETERY, CREMATORY—NAME <b>Smith Cemetery</b>		20c. LOCATION (City and State) <b>Pearl River Co., MS</b>		21a. EMBALMER—SIGNATURE AND NUMBER <b>John D. Wise 600</b>		
	21b. FUNERAL HOME—NAME AND MISSISSIPPI I.D. NUMBER <b>Riemann Funeral Home 24 R</b>				21c. MAILING ADDRESS (Street and number or route and box number, City or town, State, ZIP code) <b>P.O. Drawer 1750, Gulfport, MS 39502</b>				
PRONOUNCEMENT	22a. PERSON WHO PRONOUNCED DEATH—NAME AND TITLE (Type or print) <b>Dr. Davidson, ER Physician</b>				22b. PRONOUNCED DEAD (Month, Day, Year) AT <b>on November 11, 1991 AT 3:42 PM</b>		22c. PRONOUNCED DEAD (Hour)		
	23a. CERTIFIER—NAME (Type or print) <b>DeLois E. Little</b>				23b. MAILING ADDRESS (Street and number or route and box number, City or town, State, ZIP code) <b>182 Debuys Road, Biloxi, MS 39531</b>				
CERTIFIER	24a. SIGNATURE <i>DeLois E. Little</i>		24b. DATE SIGNED (Month, Day, Year)		24c. STATE LICENSE NUMBER		24d. TITLE <b>Harrison County Coroner</b>		
	24e. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or print)				24f. DATE SIGNED (Month, Day, Year) <b>November 12, 1991</b>		24g. SIGNATURE <i>DeLois E. Little</i>		
CAUSE OF DEATH	25. PART I. DEATH CAUSED BY IMMEDIATE CAUSE (Enter one cause only): (a) <b>Cancer of Brain</b>								Interval between onset and death
	DUE TO OR AS A CONSEQUENCE OF (Enter one cause only): (b) (c)								Interval between onset and death
Conditions, if any, which gave rise to immediate cause stating the underlying cause last	26. PART II. OTHER SIGNIFICANT CONDITIONS—Conditions contributing to death but not resulting in the underlying cause given in PART I						27. AUTOPSY (Yes or No) <b>No</b>	28. WAS CASE REFERRED TO MEDICAL EXAMINER? (Yes or No) <b>Yes</b>	
	29a. ACCIDENT, SUICIDE, HOMICIDE, PENDING INVESTIGATION, OR UNDETERMINED (Specify)		29b. DATE OF INJURY (Month, Day, Year)		29c. HOUR OF INJURY		29d. DESCRIBE HOW OR BY WHAT MEANS INJURY OCCURRED		
29e. INJURY AT WORK (Yes or No)		29f. PLACE OF INJURY (Specify Home, Farm, Street, Factory, Office building, etc.)		29g. LOCATION		Street or route number City or town State			

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

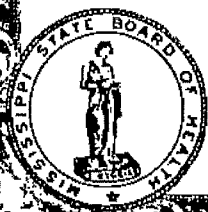
*Allen B Cobb, M.D.*  
Allen B Cobb, M.D.  
STATE HEALTH OFFICER

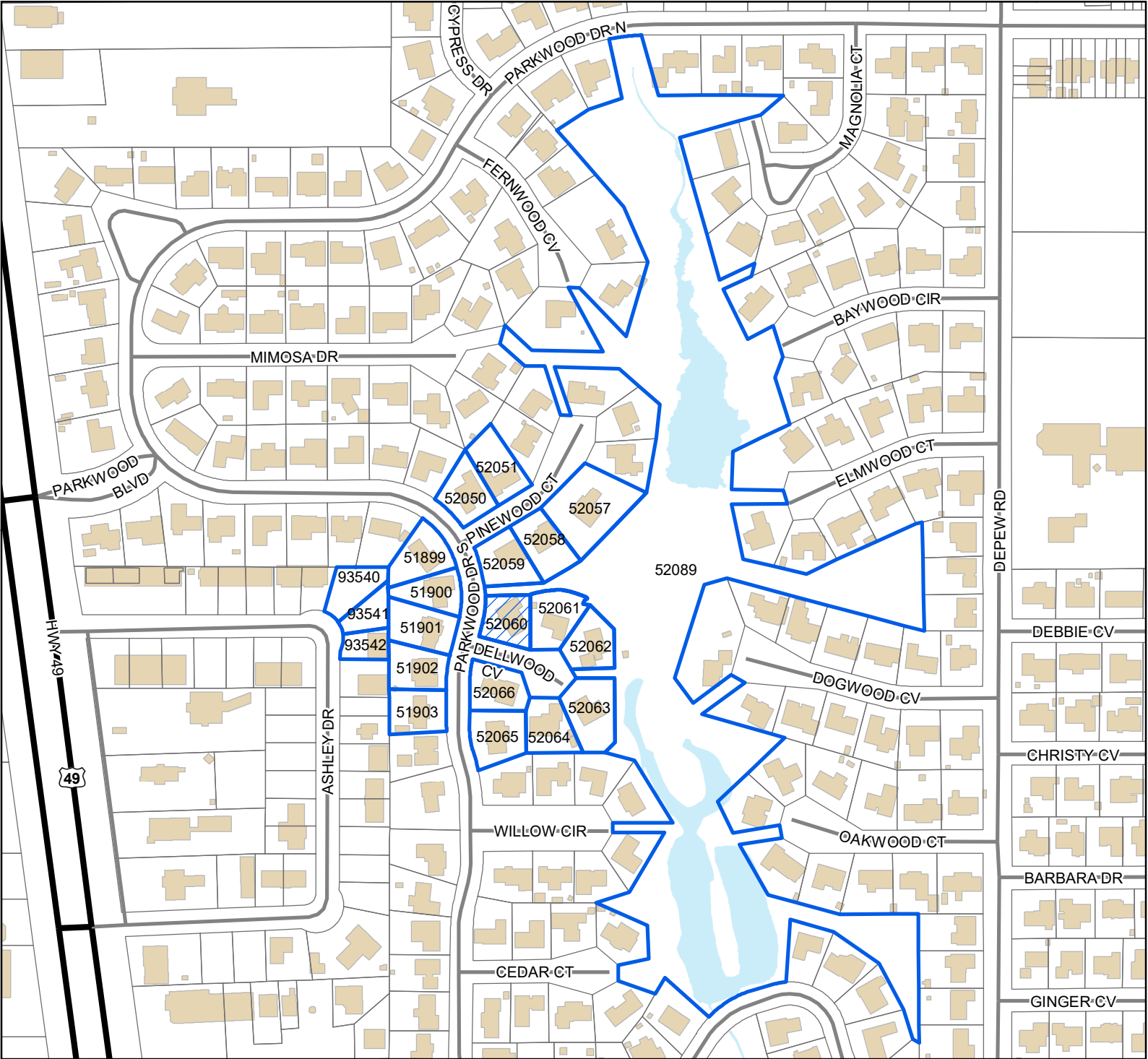
November 18, 1991

*David Lohrlich*  
David Lohrlich  
STATE REGISTRAR

**WARNING:**

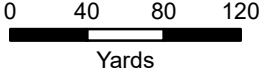
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Legend

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



1 inch = 300 feet



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Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		0808E-01-064.000	MICHAEL & ALEXANDER RIVERA (OWNERS) <b>Adjacent Property Owners (2511ZB130)</b>	15372 DELLWOOD CV	GULFPORT	MS	39503
	52063	0808E-01-061.000	FRANCIS LEROY & VIOLA J	15351 DELLWOOD CV	GULFPORT	MS	39503
	51902	0808E-02-027.000	RANDAZZO CARICIA T	15612 PARKWOOD DRIVE S	GULFPORT	MS	39503
	52064	0808E-01-060.000	TOLAR TERRY L & EILERMANN JANET	2620 RUE PALAFOX	BILOXI	MS	39531
	52065	0808E-01-058.000	HENSLEY DAVID ORA	15627 PARKWOOD DR	GULFPORT	MS	39503
	93541	0808E-02-030.013	RAYBOURN ROBERT W -ETAL-	15058 WHISPERWOOD DR	GULFPORT	MS	39503
	51901	0808E-02-028.000	DAVIS BETTY H	15604 PARKWOOD DR SOUTH	GULFPORT	MS	39503
	52062	0808E-01-062.000	KELLER CHERYL	15354 DELLWOOD COVE	GULFPORT	MS	39503
	52051	0808D-03-075.000	WILLIAM P SCHROEDER REVOCABLE TRUST	3240 LAKE POINTE BLVD APT 207	SARASOTA	FL	34231
	52057	0808D-03-069.000	PATTERSON STEVEN TROY JR	15377 PINWOOD CT	GULFPORT	MS	39503
	52050	0808D-03-092.000	BROCK ERIC J JR & BARBARA A	15394 PINWOOD CT	GULFPORT	MS	39503
	51903	0808E-02-026.000	GAIGE LUCAS MICHAEL	15620 PARKWOOD DRIVE S	GULFPORT	MS	39503
	52058	0808D-03-068.000	DEAN KIMBERLY DELORIS	15385 PINWOOD CT	GULFPORT	MS	39503
N	93540	0808E-02-030.012	RAYBOURN ROBERT W -ETAL-	15058 WHISPERWOOD DR	GULFPORT	MS	39503
	51900	0808E-02-029.000	BREAZEALE STEPHEN O & PATRICIA S	15594 PARKWOOD DR S	GULFPORT	MS	39503
	52061	0808E-01-063.000	FLOWERS DERRICK	15362 DELLWOOD COVE	GULFPORT	MS	39503
	51899	0808D-03-093.000	KELLY KENNEDY & ELIJAH VAN-ALYSTYNE	15580 PARKWOOD DR SOUTH	GULFPORT	MS	39503
N	52060	0808E-01-064.000	RIVERA MICHAEL & ALEXANDER	15372 DELLWOOD CV	GULFPORT	MS	39503
	52059	0808D-03-067.000	GRAVES TOMMY C & LYNNE M G	308 REGATTA DRIVE	NICEVILLE	FL	32578
	52066	0808E-01-059.000	HANES ALISHA D	15371 DELLWOOD CV	GULFPORT	MS	39503
	52089	0808E-01-036.000	NORTHWOOD HILLS HOME OWNERS ASSO	P O BOX 1862	GULFPORT	MS	39501

## AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
51445	IPL0286358	Legal Ad - IPL0286358		1.0	79.0L

ATTENTION: GULFPORT URBAN DEVELOPMENT IP  
 PO BOX 1780  
 GULFPORT, MS 39502  
 accountspayable@gulfport-ms.gov;sasmith@gulfport-ms.gov

STATE OF MISSISSIPPI  
 COUNTY OF HARRISON  
 Before me, the undersigned Notary personally appeared the under-  
 signed, who, being by me first duly sworn, did depose and say that he/  
 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:

1.0 insertion(s) published on:  
 11/05/25 Print

**LEGAL NOTICE  
 PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979, as amended, notice is hereby given advising that the Zoning Board of Adjustment and Appeals will hold a public hearing in the City of Gulfport, Mississippi at 3:00 PM., Thursday, November 20, 2025 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 the first floor of the William H. Hardy Building, 1410 24th Avenue.

**Special Exception 2511SE126**, by agent Timmthy Wilks, seeking approval for an assisted living facility, Tax Parcel 0710H-03-006.000, 3601 Meadowlark Drive, Zoned R-1-5 (Single-Family), Ward 3

**Variance 2511ZB129**, by owners Alexander and Michael Rivera, seeking approval for a secondary frontage setback of 8 feet & 8 inches where 25 feet is required for their proposed attached addition, Tax Parcel 0808E-01-064.000, 15372 Delwood Cove, Zoned R-1-10 (Single-Family), Ward 7

**Variance 2511ZB130**, by owners Alexander and Michael Rivera, seeking approval for a primary frontage setback of 23 feet & 7 inches where 25 feet is required for their proposed attached addition, Tax Parcel 0808E-01-064.000, 15372 Delwood Cove, Zoned R-1-10 (Single-Family), Ward 7

**Variance 2511ZB131**, by agent Fountain & Associates LLC, seeking approval to submit a Planned Building Group application for property with 1.814 acres where ordinance requires 2 acres for application submission, Tax Parcels 1010G-03-016.002, 1010G-03-016.003, Cotton Drive, Dudley Street, Zoned T4+ (General Urban Zone "Plus"), Ward 2

**Variance 2512ZB132**, by agent MP Design Group, seeking approval for 935 regular parking spaces where 1643 are required, Tax Parcels 0910P-04-001.000, 0910I-03-019.000, 100 Perry Street, Victory Street, Zoned R-1-7.5 (Single-Family), B-2 (General Business), Ward 2

**Variance 2512ZB133**, by agent MP Design Group, seeking approval for a 10-foot front yard setback where 25 feet is required, Tax Parcel 0910P-04-001.000, 100 Perry Street, Zoned R-1-7.5 (Single-Family), Ward 2

This the 29th day of October 2025  
 Nathan Boddie, Chairman  
 City of Gulfport Zoning Board of Ad-  
 justment and Appeals  
 IPL0286358  
 Nov 5 2025

[Print Tearsheet Link](#)

[Marketplace Link](#)

*Sherry Chasteen*



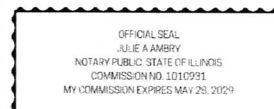
Sherry Chasteen

*Julie A Ambry*



Sworn to and subscribed before  
 me on

Nov 5, 2025, 10:09 AM EST



Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®



URBAN DEVELOPMENT  
PLANNING & ZONING  
PO BOX 1780 | GULFPORT, MS | 1410 24<sup>TH</sup> AVENUE  
228.868.5710 | [PLANNERS@GULFPORT-MS.GOV](mailto:PLANNERS@GULFPORT-MS.GOV)

## ZONING BOARD OF ADJUSTMENT AND APPEALS

---

**Hearing Date: Thursday, November 20, 2025**

**Variance 2511ZB131: (Withdrawn by Applicant) Variance 2511ZB131, by agent Fountain & Associates LLC, seeking approval to submit a Planned Building Group application for property with 1.814 acres where ordinance requires 2 acres for application submission, Tax Parcels 1010G-03-016.002, 1010G-03-016.003, Cotton Drive, Dudley Street, Zoned T4+ (General Urban Zone "Plus"), Ward 2**

# Technical Report

## VARIANCE

### GENERAL INFORMATION

Case File Number: 2511ZB131

Hearing Date: November 20, 2025

Current Zoning/Use: T4+ / Vacant Lots

Legal: Variance 2511ZB131, by agent Fountain & Associates LLC, seeking approval to submit a Planned Building Group application for property with 1.814 acres where ordinance requires 2 acres for application submission, Tax Parcels 1010G-03-016.002, 1010G-03-016.003, Cotton Drive, Dudley Street, Zoned T4+ (General Urban Zone "Plus"), Ward 2.

### TECHNICAL DETAILS

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

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

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

# Technical Report

## VARIANCE

The applicant is seeking a variance to allow for a Planned Building Group to be submitted for a property with 1.814 acres where ordinance requires the property to have 2 or more acres to be applicable for a Planned Building Group.

- (a) The applicant states that the two properties total 79,007.009 square feet, or 1.814 acres, and are existing parcels with the total combined square footage less than the required 2 acres (87,120 square feet) minimum. While the properties do currently exist with the beforementioned acreage, there exists a vacant parcel north of the subject parcels that if combined into the subject site they would have the required minimum acreage. That being said, there is no guarantee that the applicant could obtain this property to add to the acreage of the subject site.
- (b) The applicant notes that the subject properties are existing as shown and were not the result of the applicant subdividing the parcels from a larger parcel. Even if the size of properties did not result from the applicant's actions, the applicant is aware of the ordinance's requirements as they have applied for Planned Building Groups in the past that met the acreage requirements. The applicant has caused their own hardship by seeking to deviate from the ordinance's requirements that they were aware of beforehand.
- (c) The applicant claims that the hardship is created by the existing combined size of the properties being less than the two-acre requirement. As stated above, one alternative that would negate the variance request would be obtaining the vacant parcel north of the subject properties and incorporating it into the subject site. However, as there is no guarantee that the applicant could obtain this property, the only other reasonable solution available would be an amendment to the comprehensive zoning ordinance. However, that would not be site specific. That being said, as there has not been a variance approving a proposed Planned Building Group to deviate from the size requirement. Approval of this variance would set a precedence.
- (d) The applicant partially addresses this question, stating "granting the variance would not grant them special privileges that have not been granted on other projects." However, it should be noted that there have not been Planned Building Groups that did not meet or exceed the minimum acreage requirements stated within the ordinance. In addition, the city in the past has not accepted any Planned Building Group that did not meet the acreage requirements as stated in the ordinance.
- (e) The applicant states that "granting the variance would not grant them special privileges that have not been granted on other projects." The applicant also states that this is a variance to deviate from the regulations for Planned Building Groups regarding the acreage needed. While the applicant states in their application that granting the variance would not confer special privileges that "have not been allowed on other projects", there has not been a variance granting deviation from the minimum requirements for a Planned Building Group. Granting this variance would set a precedent not only in this area but city wide, as this would allow for future developments to deviate from the minimum acreage requirement for the Planned Building Groups through this board. As stated in Appendix A, Sec V, (A),(1) *Purpose of provisions*: "Under the regulations prescribed by this appendix for the various districts, a separate site is required for each structure other than an accessory structure. For the purpose of allowing and encouraging greater variety of design and flexibility of location for buildings comprising a planned group and occupying an area of two (2) or more acres for multiple-family, condominiums,

# Technical Report

## VARIANCE

industrial, or commercial developments, or an area of fifteen (15) or more acres for a duplex development when combined with multiple-family and/or commercial developments, the provisions of this section waive the requirement for a separate building site for each building and permit two (2) or more buildings to be erected and maintained on the same building site where the planning administrator finds that certain conditions hereinafter set forth are met. Examples of such building groups that might be erected under the provisions of this section are multiple-family dwelling projects, shopping centers and senior living facilities. This section is not applicable to one-family, townhomes, or zero lot line developments.” In addition, the provided site plan in the application is not appropriate for the request as it shows the proposed “condos” falling the under definition of a two-family dwelling, having two dwelling units, where for multiple-family dwelling/condominium requires more than two dwelling units per ordinance. Per the City’s definition of dwelling, multiple-family/condominium, these are defined as: “a residential building designed for or occupied by more than two (2) families, with the number of families in residence not exceeding the number of dwelling units provided, with the exception of condominiums development on sites greater than twenty (20) acres, in which there can be a collections of individual units and common areas, where the maintenance and other services are provided by a homeowner's association.” A revised site plan showing the proposed development meeting the ordinance’s definition of dwelling, multiple-family/condominiums will be required before any application for a Planned Building Group can be applied for.

- (f) This property is zoned T4+, and multi-family dwelling is allowed by right per the Chart of Permitted Uses.

### **EXECUTIVE SUMMARY**

The applicant is seeking a variance to allow for a Planned Building Group to be submitted for a property with 1.814 acres where ordinance requires the property to have 2 or more acres to be applicable for a Planned Building Group for a multiple-family dwelling development. The applicant states that the two properties total 79,007.009 square feet, or 1.814 acres, and are existing parcels with the total combined square footage less than the required 2 acres (87,120 square feet) minimum. The applicant further elaborates that the subject properties are existing as shown and were not the result of the applicant subdividing the parcels from a larger parcel. Even if the size of properties did not result from the applicant’s actions, the applicant is aware of the ordinance’s requirements as they have applied for Planned Building Groups in the past that met the acreage requirements. The applicant has caused their own hardship by seeking to deviate from the ordinance’s requirements that they were aware of beforehand. While the properties do currently exist with the beforementioned acreage, there exists a vacant parcel north of the subject parcels that if combined into the subject site they would have the required minimum acreage. That being said, there is no guarantee that the applicant could obtain this property to add to the acreage of the subject site. However, as there is no guarantee that the applicant could obtain this property, the only other reasonable solution available would be an amendment to the comprehensive zoning ordinance, which would not be site specific. That being said, as there has not been a variance approving a proposed Planned Building Group to deviate from the size requirement. The applicant states that “granting the variance would not grant them special privileges that have not been granted on other projects.” The applicant also states that this is a

# Technical Report

## VARIANCE

variance to deviate from the regulations for Planned Building Groups regarding the acreage needed. While the applicant states in their application that granting the variance would not confer special privileges that “have not been allowed on other projects”, there has not been a variance granting deviation from the minimum requirements for a Planned Building Group. Granting this variance would set a precedent not only in this area but city wide, as this would allow for future developments to deviate from the minimum acreage requirement for the Planned Building Groups through this board. The city in the past has not accepted any Planned Building Group that did not meet the acreage requirements as stated in the ordinance. (See excerpt of Appendix A, Sec V, (A),(1) *Purpose of provisions.* above) In addition, the provided site plan in the application is not appropriate for the request as it shows the proposed “condos” falling the under definition of a two-family dwelling, having two dwelling units, where for multiple-family dwelling/condominium requires more than two dwelling units per ordinance. Per the City’s definition of dwelling, multiple-family/condominium, these are defined as: “a residential building designed for or occupied by more than two (2) families, with the number of families in residence not exceeding the number of dwelling units provided, with the exception of condominiums development on sites greater than twenty (20) acres, in which there can be a collections of individual units and common areas, where the maintenance and other services are provided by a homeowner's association.” A revised site plan showing the proposed development meeting the ordinance’s definition of dwelling, multiple-family/condominiums will be required before any application for a Planned Building Group can be applied for. Parking for the proposed condominiums will need to be revised due to parking for units along Cotton Drive pulling out onto, and encroaching into, city right of way. As stated in Appendix A, Sec VI, (2): “Each off-street parking space, which shall be at least nine (9) feet wide and eighteen (18) feet long, exclusive of access or maneuvering area, ramps and other appurtenances, shall be located off the street right-of-way, and except for one-family and two-family dwellings, facilities shall be so planned that vehicles do not back into the roadway. All required spaces and access thereto must be paved.” For the proposed condominiums, on-site turn around will need provided for the parking spaces, or a variance for backing out into city right of way will be required. The city’s departments have stated additional conditions below.

Any approval should consider these conditions:

1. A revised set of plans indicating a multiple-family development meeting the City Ordinance’s definition must be submitted at the time of application for a Planned Building Group.
2. Revised parking to allow for on-site turn around be provided or acquire a variance for parking that pulls out into city right of way.
3. Approval allows for a Planned Building Group to be submitted for a multiple-family dwelling development on total acreage of 1.814 acres where 2 acres are required.
4. Must comply with all current Building Codes and City of Gulfport Ordinances.
5. All protected trees are to be preserved and protected per Chapter 8 Ordinance.
6. The conceptual plan shows parking for the Cotton Dr units do not fit on the parcel and extends onto the City right-of-way. Plans will have to be revised to meet City standards.
7. Parking plans must meet city standards as parking on Cotton Drive to be in ROW. Memo dated 11/6/25.
8. Plans show parking on Cotton Drive to be on ROW.

# Technical Report

## VARIANCE

### ***DEPARTMENTAL CONDITIONS***

- Engineering:** The conceptual plan shows parking for the Cotton Dr units do not fit on the parcel and extends onto the City right-of-way. Plans will have to be revised to meet City standards. Memo dated 11/6/25.
- Public Works:** Parking plans must meet city standards as parking on Cotton Drive to be in ROW. Memo dated 11/6/25.
- Traffic and Safety:** Plans show parking on Cotton Drive to be on ROW. Memo dated 11/6/25.
- Building Code Services:** Must comply with all current Building Codes and City of Gulfport Ordinances. Memo dated 10/30/25.
- GIS:** No conditions. Memo dated 11/6/25.
- Police Department:** No comment as of 11/6/25.
- Fire Department:** No conditions. Memo dated 10/30/25.
- City Arborist:** All protected trees are to be preserved and protected per Chapter 8 Ordinance. Memo dated 10/31/25.
- Landscape Manager:** No conditions. Memo dated 10/31/25

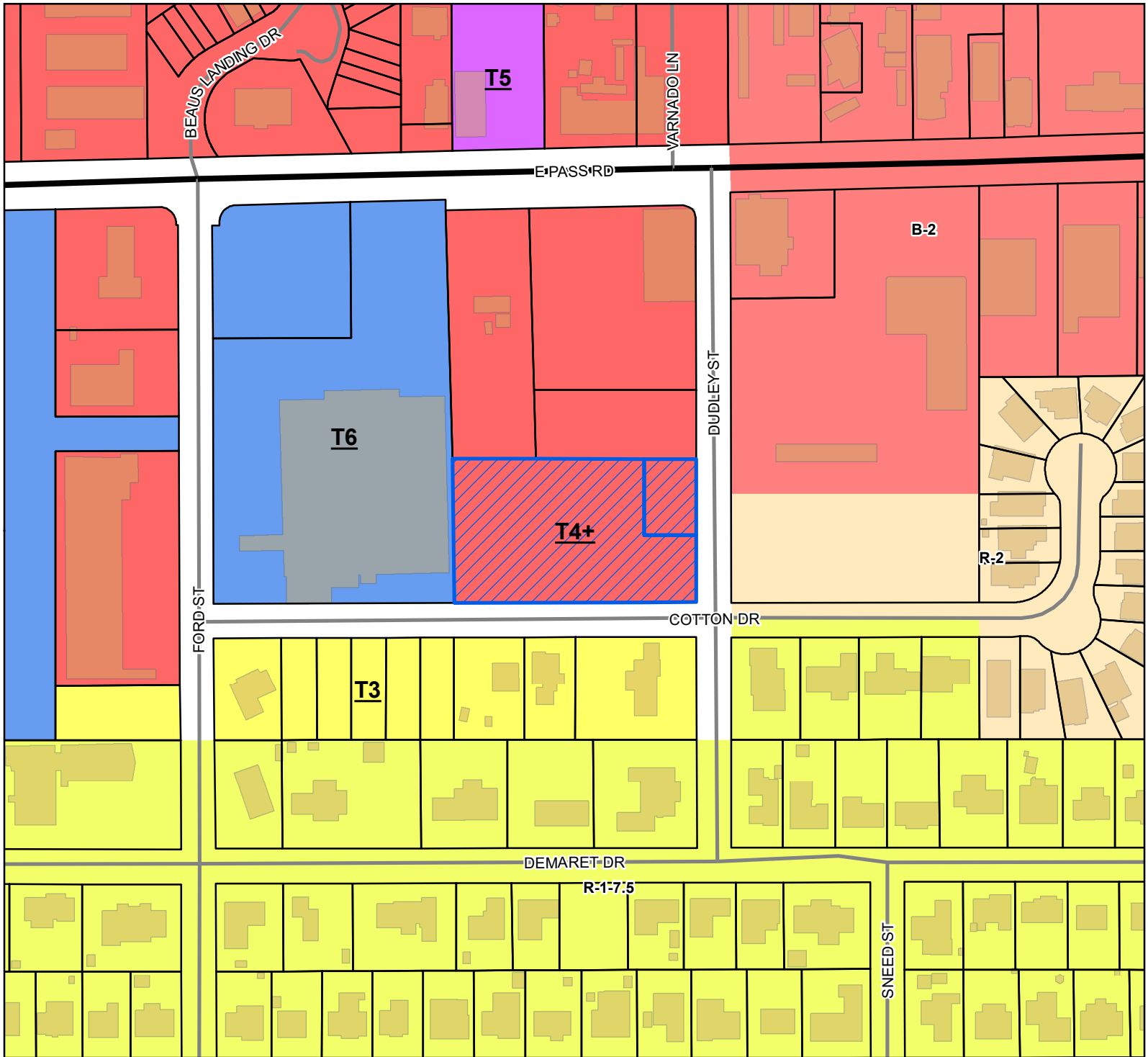
### ***DIRECTOR APPROVAL***

This report has been reviewed and approved by:



---

Greg Holmes  
Director of Urban Development Department



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

**Smart Code**

- T6
- T5
- T4+
- T3

**Zoning**

- B-2 - General Business District
- R-1-7.5 - Single Family Residence District (Low Density)
- R-2 - Single Family Residence District (Medium Density)

**Site Information**

1010G-03-016.002  
 1010G-03-016.003  
 Zoning: T4+ (General Urban Zone "Plus")  
 Size: 1.81 acres  
 Flood: X

0 30 60 90  
 Yards

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.



CASE NUMBER

25112B131

10-7-25 SDS

Receipt #13519445

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

Grid for tax parcel numbers with pre-filled values: 1010G-03-016.002, 1010G-03-016.003

Property Address:

0 Cotton Drive & O Dudley Street

Lot(s) 1 & 2 Block(s) 17 Subdivision Great Southern Golf Estates Unit 3

General Description of Request: Variance allowing for a Planned Building Group Application to be submitted with 1.814 acres of land where 2 acre minimum is required. This requires a 0.186 acre variance.

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.



**DESIGNATION OF AGENT**

I, Jonathan Marhsall being property owner of 0 Cotton Drive & 0 Dudley Street  
PRINT NAME PRIMARY ADDRESS OR PARCEL  
which is the subject of this application hereby authorize Freddie & Nick Fountain w/ Fountain & Associates, LLC to act as  
PRINT NAME  
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 or said petition.

[Signature]  
SIGNATURE

\_\_\_\_\_  
DATE

**STATE OF MISSISSIPPI | COUNTY OF HARRISON**

Given under my hand and seal of office this the 7th day of October, 20 25

Krysta Rose Parker  
NOTARY PUBLIC

05-03-2026  
COMMISSION EXPIRATION





# COVENANT AFFIDAVIT

I, Jonathan Marhsall being property owner or agent of the property 0 Cotton Drive & 0 Dudley Street  
PRINT NAME PRIMARY ADDRESS OR PARCEL

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

[Signature]  
SIGNATURE

\_\_\_\_\_  
DATE

## STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 7th day of October, 20 25

Krysta Rose Parker  
NOTARY PUBLIC

05-03-2026  
COMMISSION EXPIRATION



# MARSHALL HOLDINGS, LLC

57 53<sup>RD</sup> STREET  
GULFPORT, MS 39507

---

October 6, 2025

City of Gulfport  
1410 24<sup>th</sup> Avenue  
Gulfport, MS 39501

RE: AGENT LETTER  
TAX PARCEL#(s): **1010G-03-016.002 & 1010G-03-016.003**  
**Gulfport, Mississippi**

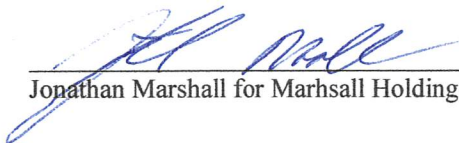
To Whom It May Concern:

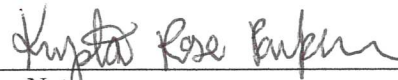
Please allow this letter to serve as official notice that Freddie & Nick Fountain of Fountain & Associates, LLC, is authorized to act as agent on behalf of Marshall Holdings, LLC, on any Planning Commission or City Council matters regarding the above referenced tax parcels.

Should you have any questions, please call me at (228) 697-7104.

Sincerely,



  
Jonathan Marshall for Marhsall Holdings, LLC

  
Notary

My Commission Expires: 05-03-2026

**Marshall Holdings, LLC**

16 Riversbend Drive  
Gulfport, MS 39507

Date: October 6, 2025

To Whom It May Concern:

This letter is to confirm that Jonathan Marshall has full authority to act and sign on behalf of Marshall Holdings, LLC, a Mississippi limited liability company, in all matters relating to the zoning variance and condominium plat application for the property under ownership of the LLC.

Marshall Holdings, LLC is jointly owned by Jonathan Marshall (50%) and Rick Marshall (50%), and this authorization is provided with the consent of all members.

Should you require any further verification or documentation, please feel free to contact me directly.

Sincerely,

Signed by:

*Richard Marshall*

COF5A4DEBB36403...

Rick Marshall

Member, Marshall Holdings, LLC

DocuSigned by:

*Jonathan Marshall*



1EBAB782240A443

Jonathan Marshall

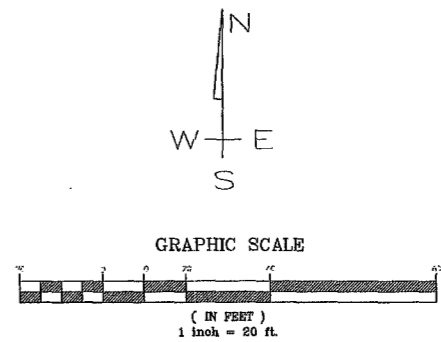
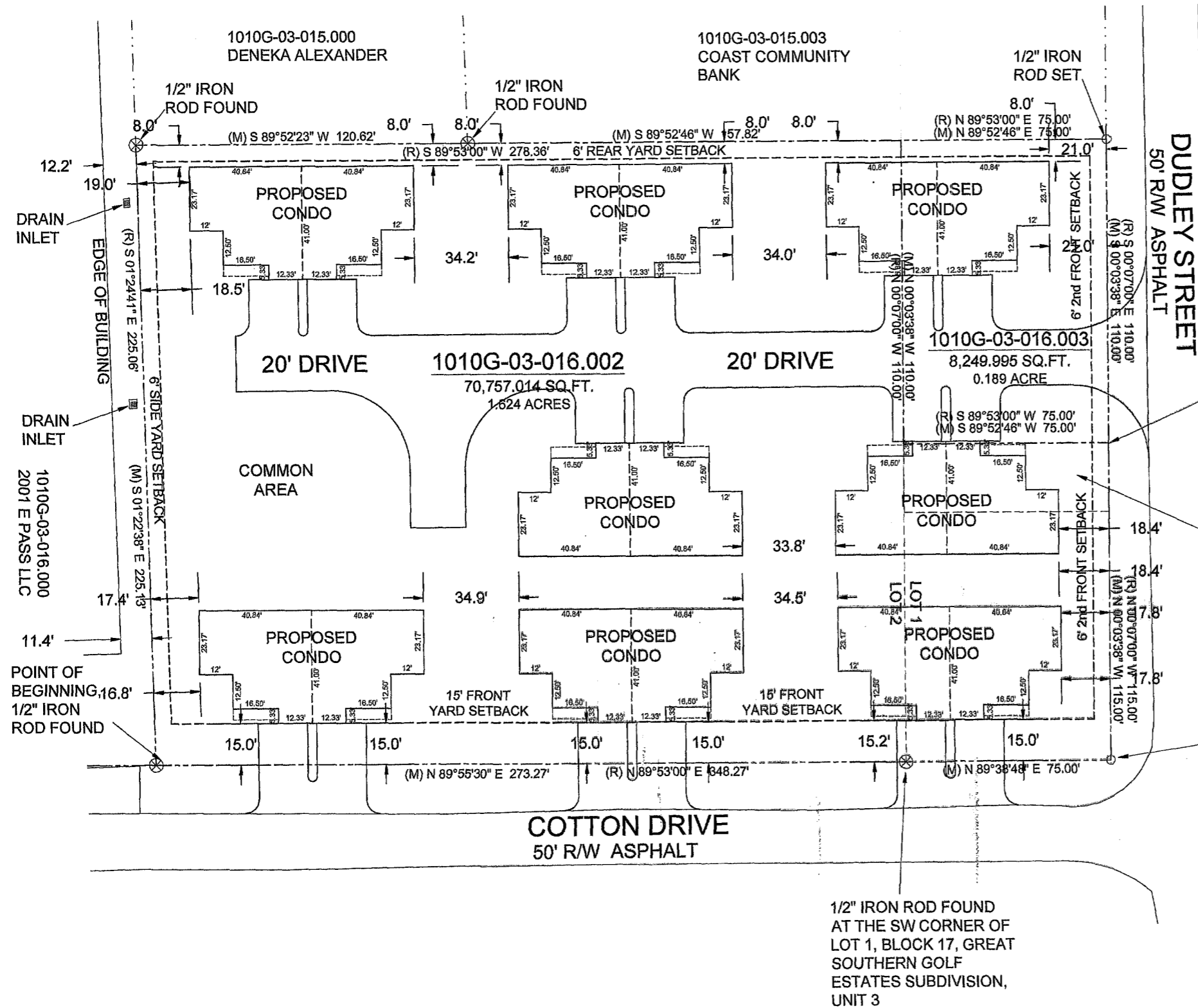
Member, Marshall Holdings, LLC



## **Narrative for Lot Area Variance**

**Parcel #s -1010G-03-016.002 & 1010G-03-016.003**

The proposed project is being developed in existing T4+ zoning district. The developer is asking for approval of a lot area variance to allow the submission of a Planned Building Group application for the two subject properties which total 1.814 acres where a two acre minimum is required. This request is for a 0.186 acre variance. The two properties that are part of this application make up 79,007.009 square feet (1.814 acres). This means that the variance being requested is for 8,112.991. That is less than 10% of the square footage needed to meet the two acre minimum. These properties are existing properties. The applicant did not subdivide a larger parcel to make these lots. This is how they were existing. The square footage needed can not be reasonably obtained to meet this requirement. The planned project is in compliance with the zoning ordinance and is an allowed by right use per the current zoning ordinance. The planned project is actually far less dense than what could be allowed in this zoning district by right. This application is not granting any special privileges that have not been allowed on other projects. As stated above, this is a small variance to the required regulations.



BOUNDARY BASED ON SURVEY BY CROSBY SURVEYING  
 SUBJECT PROPERTY LIES WITHIN "X" FLOOD ZONES  
 PER FEMA PANEL 28047C0269G DATED JUNE 16, 2009

POINT OF BEGINNING,  
 1010G-03-016.003

25' INGRESS AND  
 EGRESS EASEMENT

POINT OF BEGINNING,  
 1/2" IRON ROD SET AT  
 THE SE CORNER OF LOT  
 1, BLOCK 17, GREAT  
 SOUTHERN GOLF  
 ESTATES SUBDIVISION,  
 UNIT 3

1/2" IRON ROD FOUND  
 AT THE SW CORNER OF  
 LOT 1, BLOCK 17, GREAT  
 SOUTHERN GOLF  
 ESTATES SUBDIVISION,  
 UNIT 3



TERRY MORAN  
 ENGINEERING

P.O. BOX 4075  
 BILOXI, MS 39535  
 PH 228.898.4733

TERRY MORAN,  
 P.E., P.L.S.

In Association With

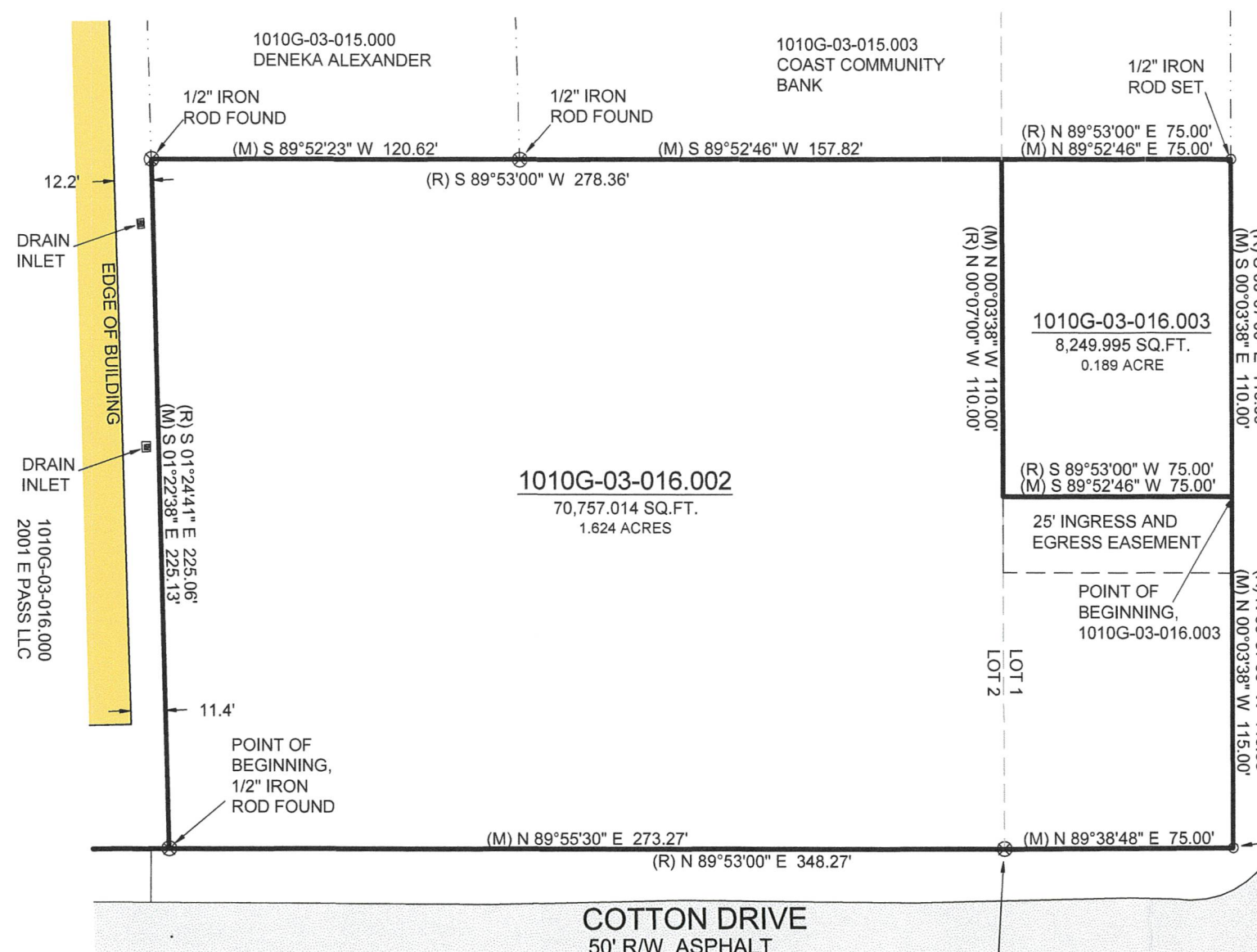
**FA** FOUNTAIN & ASSOCIATES  
 CIVIL AND COMMERCIAL DESIGN  
 13334 Seaway Road, Ste. 202  
 Gulfport, MS 39503  
 228-574-3659

Date 10-01-2025  
 Drawn By F.O.F.  
 Check By T.J.M.  
 REV

PROPOSED DUPLEX PROJECT  
 COTTON DRIVE  
 GULFPORT, MS

CONCEPTUAL SITE PLAN

SCALE: 1" = 20'-0"



**ZONING INFORMATION:**

ZONED: SMARTCODE T4+  
 SETBACKS:  
 FRONT- 6' MIN. AND 24' MAX.  
 SIDE- 3' MIN.  
 REAR- 3' MIN.  
 MAXIMUM HEIGHT: 4 STORIES

ALL ZONING REGULATIONS ARE SUBJECT TO INTERPRETATION BY THE CITY OF GULFPORT, MISSISSIPPI, PLANNING & ZONING DEPARTMENT.

**LEGEND:**

- ⊗ -- IRON ROD FOUND
- -- IRON PIPE FOUND
- -- IRON ROD SET
- ⊗ -- SPIKE FOUND
- △ -- SPIKE SET
- ⊠ -- CONCRETE MONUMENT FOUND
- -- CONCRETE MONUMENT SET
- ⊠ -- LIGHTARD KNOT FOUND
- (M) -- AS MEASURED
- (R) -- AS PER RECORD
- APP -- AS PER PLAT
- IRF -- IRON ROD FOUND
- IRS -- IRON ROD SET

POINT OF BEGINNING, 1/2" IRON ROD SET AT THE SE CORNER OF LOT 1, BLOCK 17, GREAT SOUTHERN GOLF ESTATES SUBDIVISION, UNIT 3

**RECORD DESCRIPTION, 2024-12028-D-J1:**

A parcel of land situated and being located in a part of Lot One (1), Block Seventeen (17), GREAT SOUTHERN GOLF ESTATES SUBDIVISION, UNIT THREE (3), 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 20 at Page 32 thereof, reference to which is hereby made in aid of and as a part of this description and being more particularly described as follows, to-wit:

Commencing at the Southeast Corner of said Lot One (1), being the intersection of the Westerly margin of Dudley Street with the Northerly margin of Cotton Drive; thence run North 00 degrees 07 minutes 00 seconds West 115.00 feet along the Westerly margin of Dudley Street to the Point of Beginning of the parcel herein described; thence run from said Point of Beginning, South 89 degrees 53 minutes 00 seconds West 75.00 feet; thence run North 00 degrees 07 minutes 00 seconds West 110.00 feet; thence run North 89 degrees 53 minutes 00 seconds East 75.00 feet to the Westerly margin of Dudley Street; thence run South 00 degrees 07 minutes 00 seconds East 110.00 feet along the Westerly margin of Dudley Street to the Point of Beginning. Said parcel contains 8,250.0 square feet.

Tax Parcel Number: 1010G-03-016.003 AND ALSO

A parcel of land situated and being located in a part of Lots One (1) and Two (2), Block Seventeen (17), GREAT SOUTHERN GOLF ESTATES SUBDIVISION, UNIT THREE (3), 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 20 at Page 32 thereof, reference to which is hereby made in aid of and as part of this description and being more particularly described as follows, to-wit:

Beginning at the Southeast Corner of aid Lot One (1), being the intersection of the Westerly margin of Dudley Street with the Northerly margin of Cotton Drive; thence run North 00 degrees 07 minutes 00 seconds West 115.00 feet along the Westerly margin of Dudley Street; thence run South 89 degrees 53 minutes 00 seconds West 75.00 feet; thence run North 00 degrees 07 minutes 00 seconds West 110.00 feet; thence run South 89 degrees 53 minutes 00 seconds West 278.36 feet; thence run South 01 degrees 24 minutes 41 seconds East 225.06 feet to the Northerly margin of Cotton Drive; thence run North 89 degrees 53 minute 00 seconds East 348.27 feet to the Point of Beginning. Said parcel contains 70,685 square feet or 1.62 acres, more or less.

Subject to the following described easement reserved by Community Bank, Coast for the purpose of ingress and egress as follows, to-wit:

25 ingress/egress easement:  
 A parcel of land situated and being located in a part of Lot One (1), Block Seventeen (17), GREAT SOUTHERN GOLF ESTATES SUBDIVISION, UNIT THREE (3), 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 20 at Page 32 thereof, reference to which is hereby made in aid of and as a part of this description and being more particularly described as follows, to-wit:

Commencing at the Southeast Corner of said Lot One (1), being the intersection of the Westerly margin of Dudley Street with the Northerly margin of Cotton Drive; thence run North 00 degrees 07 minutes 00 seconds West 115.00 feet along the Westerly margin of Dudley Street to the Point of Beginning of the parcel herein described; thence run from said Point of Beginning, South 89 degrees 53 minutes 00 seconds West 75.00 feet; thence run South 00 degrees 07 minutes 00 seconds East 25.00 feet; thence run North 89 degrees 53 minutes 00 seconds East 75.00 feet to the Westerly margin of Dudley Street; thence run North 00 degrees 07 minutes 00 seconds West 25.00 feet along the Westerly margin of Dudley Street to the Point of Beginning.

Tax Parcel Number: 1010G-03-016.002

**NOTES:**

- 1.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY COMBINATION OF GPS STATIC OBSERVATION AND EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
- 2.) THIS SURVEY HAS BEEN PREPARED BY INFORMATION PROVIDED BY CLIENT AND LIMITED RESEARCH IN COURTHOUSE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THIS SURVEY MAY NOT SHOW ALL EASEMENTS AND OTHER RESTRICTIONS OF RECORD. SURVEYOR WILL BE MADE AVAILABLE TO ADD SUCH FEATURES TO THIS SURVEY IF A CURRENT TITLE REPORT OR ABSTRACT OF TITLE IS PROVIDED TO HIM BY PROPER AUTHORITY.
- 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.

1/2" IRON ROD FOUND AT THE SW CORNER OF LOT 1, BLOCK 17, GREAT SOUTHERN GOLF ESTATES SUBDIVISION, UNIT 3

**REFERENCE MATERIALS:**

- 1.) RECORDED PLAT OF GREAT SOUTHERN GOLF ESTATES, UNIT 3
- 2.) DEED 2024-12028-D-J1
- 3.) GULFPORT ONLINE ATLAS

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

CLIFFORD A. CROSBY, P.L.S. \_\_\_\_\_ DATE \_\_\_\_\_

THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE "X" ACCORDING TO MAP NUMBER 28047C0269G DATED JUNE 16, 2009		
SURVEY CLASS - "B"	FOR: MARSHALL HOLDINGS, LLC	BEARINGS SHOWN HEREON ARE DERIVED BY: STATE PLANE GRID(2301 MS EAST) BY GPS OBSERVATION
<p><b>CROSBY SURVEYING</b>          PROFESSIONAL LAND SURVEYING          716 LIVE OAK DRIVE          BILOXI, MISSISSIPPI 39532          PHONE: 228-234-1649</p>		DATE OF FIELD WORK: 11/19/2024
		PARTY CHIEF: PE
		INSTRUMENT MAN: PE
		RODMAN: PE
		DRAWN BY: CAC
		DRAWING NUMBER: 18194 MARSHALL
		REVISED:

**OPERATING AGREEMENT  
OF  
MARSHALL HOLDINGS, LLC**

# OPERATING AGREEMENT

OF

## MARSHALL HOLDINGS, LLC

THIS OPERATING AGREEMENT is entered into effective as of the 17<sup>th</sup> day of April, 2023, by and between the parties listed on Schedule A annexed hereto, as Members, as may be updated from time to time as provided in this Agreement, and acknowledged by Richard Van Marshall and Jonathan Elliott Marshall.

### WITNESSETH:

WHEREAS, the parties hereto desire to form a limited liability company pursuant to the Mississippi Limited Liability Company Act, as amended, under this Agreement, for the purposes and upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereby agree as follows:

### ARTICLE I DEFINITIONS

1.1 Definitions. Capitalized terms used in this Agreement have the following meanings:

"**Act**" means the Mississippi Limited Liability Company Act, as amended.

"**Additional Members**" means those Members admitted to the Company as Members after the Effective Date pursuant to Section 8.9 of this Agreement.

"**Adjusted Capital Account Balance**" of a Member as of any date means the balance in such Member's Capital Account as of such date (i) increased by any amount such Member is deemed obligated to contribute to the Company pursuant to Treasury Regulation section 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1) or 1.704-2(i)(5) and (ii) reduced by any allocations or distributions to such Member described in Treasury Regulation section 1.7041(b)(2)(ii)(d)(4), (5) or (6).

"**Affiliate**" of any Person (the "Specified Person") means any other Person (a) that directly or indirectly controls, is controlled by or is under common control with such Specified Person, (b) who is an officer, manager, employee of, partner in, or trustee of, or serves in a similar capacity with respect to, the Specified Person (or any of the Persons named in clause (a) above), (c) of which the Specified Person is an officer, manager, employee, partner or trustee, or serves in a similar capacity, or (d) who is a member of the Specified Person's family. For purposes of this definition, the term "Control" means the direct or indirect possession of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of securities, by contract or otherwise. For purposes of this definition, the term "family" shall have the meaning set forth in Code Section 267(c)(4).

**"Agreement"** means this Operating Agreement, as amended, supplemented or restated from time to time.

**"Assign"** means to sell, transfer, assign, pledge, hypothecate, mortgage or otherwise dispose of an Interest in the Company, whether voluntarily or by operation of law. **"Assignor," "Assignee"** and **"Assignment"** have meanings corresponding to the foregoing.

**"Available Cash"** for any period means all cash receipts of the Company from whatever source derived, but specifically excluding Capital Contributions, that the Manager determines to be available for distribution by the Company following (a) the payment of the Tax Distribution, if any, during such period, (b) the payment of all Company Expenses for such period and (c) the establishment or replenishment of such reserves as the Manager shall deem necessary for taxes, debt service, and other expenses and other working capital requirements of the Company or for contingent or unforeseen liabilities of the Company.

**"Bankruptcy"** means, with respect to any Person, the occurrence of any of the following events: (a) the filing by such Person of a petition commencing a voluntary case in bankruptcy under applicable bankruptcy laws; (b) entry against such Person of an order for relief under applicable bankruptcy laws, if such order has not vacated or stayed within 90 days after such entry; (c) written admission by such Person of its inability to pay its debts as they mature, or an assignment by such Person for the benefit of creditors; or (d) the appointment of a receiver for the property or affairs of such Person.

**"Capital Account"** of a Member means the account maintained by the Company for each Member pursuant to Section 3.5.

**"Capital Contribution"** of a Member means the aggregate amount of cash and the Fair Market Value of property contributed by such Member to the Company.

**"Certificate"** means the Certificate of Formation of the Company filed with the Mississippi Secretary of State.

**"Code"** means the Internal Revenue Code of 1986, as amended.

**"Company"** means the limited liability company formed pursuant to this Agreement.

**"Company Business"** has the meaning set forth in Section 2.3.

**"Company Expenses"** means all reasonable fees, expenses, costs, liabilities and obligations of the Company, including those incurred by any Member, Manager or its respective agents or representatives on behalf of the Company in connection with the Company Business. Company Expenses shall include, but shall not be limited to, the following: (i) all reasonable fees, compensation and expenses of management personnel, outside counsel, accountants and other third party professionals, as well as other out-of-pocket expenses incurred in connection with the operations or activities of the Company, (ii) all taxes, fees and governmental charges levied against the Company, (iii) all reasonable expenses incurred in connection with convening and holding meetings of Members and the Manager, (iv) all indemnification expenses of the Company, including expenses incurred by or on behalf of any Indemnified Party in seeking indemnification

from the Company pursuant to this Agreement, and (vii) all reasonable costs of organizing the Company.

**"Effective Date"** means the date of this Agreement set forth in the preamble.

**"Fair Market Value"** of any asset means the value of such asset determined in accordance with Article 10.

**"Fiscal Year"** shall mean the calendar year or the portion thereof during which the Company is in existence.

**"Interest"** or **"Interests"** means a Member's share of Net Income and Net Loss of the Company, the right to receive distributions of the Company's assets, voting rights, management rights, or any other rights under the Act or the Articles or this Agreement, except that in the case of an Interest Holder not admitted as a Substituted Member of the Company pursuant to Section 8.10. The Interest held by each Member is set forth in Schedule A.

**"Interest Holder"** means any Person who holds an Interest, regardless of whether such Person has been admitted to the Company as a Member. **"Interest Holders"** means all such Persons.

**"Majority in Interest"** of the Members means Members whose aggregate Interests represent more than one-half of the aggregate Interests of all Members.

**"Manager"** means the person designated as such in accordance with Section 7.2.

**"Member"** and **"Members"** mean those Persons listed on Schedule A annexed hereto who hold Interests and who have been admitted as Members of the Company, all as reflected on Schedule A annexed hereto as it may be updated from time to time as provided in this Agreement.

**"Net Income"** and **"Net Loss"** for each Fiscal Year means the income and loss of the Company for that period, as determined for federal income tax purposes, including all distributive items under Code section 702, adjusted to take into account any tax-exempt income of the Company and any expenses of the Company that are described in Code section 705 or 709 as not deductible or chargeable to capital account, and further adjusted as follows:

(a) Upon adjustment of the book value of Company property pursuant to Section 3.5(b) or (c), the amount of such adjustment shall be taken into account as gain or loss from the disposition of such property;

(b) items of depreciation, amortization and other cost recovery with respect to Company property having a book value that differs from its adjusted basis for tax purposes shall be computed by reference to such property's book value in accordance with Treasury Regulation section 1.704-1(b)(2)(iv)(g);

(c) items of income, gain, loss or deduction attributable to the disposition of Company property having a book value that differs from its adjusted basis for tax purposes shall be computed by reference to such property's book value in accordance with Treasury Regulation section 1.704-1(b)(2)(iv)(g); and

(d) items of income, gain, loss or deduction that are specially allocated pursuant to Sections 5.3 through 5.4 shall not be taken into account in calculating Net Income and Net Loss.

**"Person"** means any individual, sole proprietorship, partnership, joint venture, limited liability company, limited liability partnership, trust, estate, unincorporated organization, association, corporation, institution or other entity.

**"Preferred Return"** means an amount equal to ten (10%) percent per annum, cumulative but not compounded, multiplied by the amount of each Member's Unreturned Capital Contribution beginning on the date of such initial Capital Contribution and ending on December 31, 2013 and for each of four (4) calendar years thereafter.

**"Pro Rata"** means in the proportion that the item being measured for each Member bears to the total of all such items for all Members for whom a contribution, distribution or allocation is due or being made, shared or determined.

**"Substituted Member"** means a Person that is admitted as a Member to the Company pursuant to Section 8.10.

**"Tax Distribution"** with respect to any Member for any Fiscal Year of the Company means an amount of cash equal to the product of (a) the Net Income and items of income and gain (reduced by any items of loss and deduction) allocated to such Member for such Fiscal Year pursuant to Article 5 but reduced by prior allocations of unrecovered items of loss, deduction, credit, etc. allocated to such Member pursuant to Article 5 and (b) the combined highest marginal effective federal and state income tax rates applicable to an individual resident of the State of Mississippi (taking into account the category of income subject to tax and the deductibility of state taxes for federal income tax purposes) in effect from time to time during such Fiscal Year.

**"Unreturned Capital Contribution"** means at any particular time, the amount of the aggregate Capital Contribution of a Member that has not been returned to them by the Company pursuant to the distribution provisions of this Agreement.

1.2 Other Definitions. Certain additional defined terms used in this Agreement have the meanings specified throughout this Agreement.

## ARTICLE II GENERAL PROVISIONS

2.1 Formation. The Company has been organized as a limited liability company by the filing of the Articles pursuant to the Act with the Mississippi Secretary of State.

2.2 Name. The name of the Company shall be "Marshall Holdings, LLC" or such other name as may from time to time be selected by the Manager, provided that the Manager shall provide notice of such change of name to the Members as promptly as practicable after such change.

2.3 Purpose of Operation. The Company shall have the authority to carry on any lawful business, purpose or activity as allowed in Miss. Code 79-29-108, including without limitation the investment, acquisition, management, operation and disposition of property; to own, hold, develop, farm, rent, operate, sell or otherwise dispose of the property for profit; to enter into and execute any lease, contract, agreement, deed, mortgage, or other instrument or document required or otherwise appropriate to lease, sell, mortgage, convey, option, or refinance the property; to borrow money and execute promissory notes; to secure the same by deed of trust upon the property; to renew or extend any and all loans or notes and to convey the property in fee simple by deed, lease, mortgage or otherwise; to enter into any other ventures that the Members may decide; to carry on any and all activities; and to engage in such activities as the Members shall determine.

2.4 Office. The principal place of business of the Company shall be located at 16 Rivers Bend Dr, Gulfport, MS 39507, or such other locations as the Manager may determine from time to time, provided that the Manager shall provide notice of such change to the Members as promptly as practicable. The Manager may establish other places of business of the Company when and where required by or advisable for the Company Business.

2.5 Term. The term of the Company commenced with the filing of the Articles with the Mississippi Secretary of State and shall continue in perpetuity or until the earlier dissolution and termination of the Company pursuant to Section 12.1.

2.6 Ownership of Company Property. All property acquired by the Company, real or personal, tangible or intangible, shall be owned by the Company as an entity, and no Member, individually, shall have any ownership interest therein. Each Member hereby expressly waives the right to require partition of any Company property or any part thereof.

2.7 Registered Office Registered Agent; Principal Office; Other Offices. The registered office of the Company required by the Act to be maintained in the State of Mississippi shall be in the office of the initial registered agent named in the Articles or such other office (which need not be a place of business of the Company) as the Manager may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Mississippi shall be the initial registered agent named in the Articles or such other Person or Persons as the Manager may designate from time to time in the manner provided by law.

2.8 No State-Law Partnership. The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be an agent, partner or joint venture of any other Member, for any purposes other than federal, state and local tax purposes, and this Agreement shall not be construed to suggest otherwise.

**ARTICLE III**  
**MEMBERS; CAPITAL CONTRIBUTIONS; INTERESTS;**  
**CAPITAL ACCOUNTS**

3.1 Initial Capital Contributions. Each Member shall contribute to the capital of the Company the amount of cash or property set forth opposite such Member's name on Schedule A annexed hereto in exchange for the Interest set forth opposite such Member's name.

3.2 Additional Capital Contributions.

(a) Additional Capital Contributions and Capital Call. No Member may make any additional Capital Contribution to the Company except with the express written consent of all Members; provided, however, that the Manager may require that the Members make additional Capital Contributions to the Company in proportion to their Interests in the event there has been and to cover operating losses or negative cash flow as determined to exist by the Manager in its reasonable discretion (a "Capital Call"). A Capital Call shall be made in writing to all Members and to not less than all Members and shall state the date on which the additional capital shall be contributed. Neither a Capital Call nor the exercise of any of the remedies set forth in Section 3.2(b) below shall adjust the Member's respective Interests, except for a proportionate adjustment if the remedy of Section 3.2(b)(ii) is exercised. No Member shall be required to cure any deficit in such Member's Capital Account or lend any funds to the Company.

(b) Failure to Make Contributions. If a Member does not timely contribute capital when required, including pursuant to a Capital Call, that Member shall be in default under this Agreement. In such event, the Manager shall send the defaulting Member written notice of such default, giving him fourteen (14) days from the date such notice is given to contribute the entire amount of his required Capital Contribution (if the defaulting Member did not make a required contribution of property or services, the Company may instead require the defaulting Member to contribute cash equal to that portion of the fair market value of the contribution that has not been made). If the defaulting Member does not contribute his required capital to the Company with said fourteen (14)-day period, the non-defaulting Members who hold a majority of the Interests held by all non-defaulting Members may elect any one or more of the following remedies:

(i) The non-defaulting Members may advance funds to the Company to cover those amounts which the defaulting Member fails to contribute. Amounts which a non-defaulting Member so advances on behalf of the defaulting Member shall become a loan due and owing from the defaulting Member to such non-defaulting Member and bear interest at the higher of the prime rate as set forth in the Money Rates section of the Wall Street Journal plus five percent (5%) per annum, payable monthly (the "Default Rate"). All cash distributions otherwise distributable to the defaulting Member under this Agreement shall instead be paid to the non-defaulting Members making such advances until such advances and interest thereon are paid in full. In any event, any such advances shall be evidenced by a promissory note in a form reasonably acceptable to the Manager and be due and payable by the defaulting Member one (1) year from the date that such advance was made. Any amounts repaid shall first be applied to interest and thereafter to principal. Effective upon a Member becoming a defaulting Member, each Member grants to the non-defaulting Members who advance funds under this Section 3.2(b) a security interest in his Interest to secure his obligation to repay such advances and agrees to execute and deliver a promissory note as described herein together with a security agreement in a form reasonably acceptable to the Manager and such UCC-1 financing statements and assignments of certificates of membership (or other documents of transfer) as such non-defaulting Members may reasonably request.

(ii) The Company may purchase the defaulting Member's entire Interest in accordance with the same terms and conditions as those set forth in Section 8.6 except that the purchase price shall be an amount equal to One Hundred percent (100%) of the defaulting Member's Adjusted Capital Account Balance as of the date of the notice of default. Plus a buy-out of equity in all current real estate equal to Eighty percent (80%) of appraised value.

(iii) The defaulting Members shall have no right to receive any distributions from the Company until the non-defaulting Members have first received distributions in an amount equal to the additional capital contributed by each non-defaulting Member to the Company plus a cumulative, non-compounded return thereon at the Default Rate (as defined above).

(iv) The defaulting Member shall lose his voting and approval rights under the Act, the Articles and this Agreement until such time as the defaulting Member cures the default.

Each Member acknowledges and agrees that (i) a default by any Member in making a required capital contribution will result in the Company and the non-defaulting Members incurring certain costs and other damages in an amount that would be extremely difficult or impractical to ascertain and (ii) the remedies described in this Section 3.2(b) bear a reasonable relationship to the damages which the Members estimate may be suffered by the Company and the non-defaulting Members by reason of the failure of a defaulting Member to make any required Capital Contribution and the election of any or all of the above described remedies is not unreasonable under the circumstances existing as of the date hereof.

The election of non-defaulting Members to pursue any remedy provided in this Section 3.2(b) shall not be a waiver or limitation of the right to pursue an additional or different remedy available hereunder or of law or equity with respect to any subsequent default.

3.3 Additional Members. Any Person admitted to the Company as an Additional Member after the Effective Date pursuant to Section 8.9 shall contribute such amount of cash to the capital of the Company, and at such time or times, as shall be determined pursuant to Section 8.9.

3.4 Loans. In the event that a Member or any Affiliate of a Member makes a loan to the Company (a "Member Loan"), such Member Loan shall bear interest and shall become payable at a rate and on a date as is mutually agreed between the Company and the Member (or Affiliate) making such Member Loan; provided, however, that the interest rate shall not be greater than that available for bona fide loans of like amount and like term from third party sources, if any.

3.5 Capital Accounts.

(a) A separate Capital Account shall be established for each Member and maintained in accordance with the provisions of Treasury Regulation section 1.704-1(b)(2)(iv). Each Member's Capital Account shall be (i) increased by such Member's Capital Contribution and by such Member's allocable share of Net Income and items of Company income and gain, (ii) decreased by such Member's allocable share of Net Loss and items of Company loss and deduction and by the amount of cash and the net Fair Market Value of property distributed by the Company to such Member, and (iii) otherwise adjusted in the manner provided in this Agreement.

(b) Immediately prior to any distribution of Company assets in kind, each Member's Capital Account shall be adjusted to reflect the manner in which the unrealized income, gain, loss or

deduction inherent in the assets to be distributed (and not already reflected in the Members' Capital Accounts) would be allocated among the Members pursuant to Article 5 if such assets were sold for Fair Market Value on the date of distribution.

(c) Immediately prior to (i) any contribution of more than a de minimis amount of money or other property to the Company by a new or existing Member as consideration for an Interest in the Company, (ii) the distribution of more than a de minimis amount of money or other property by the Company to a Member in redemption of all or part of such Member's Interest, or (iii) the liquidation of the Company pursuant to Article 12, each Member's Capital Account shall be adjusted to reflect the manner in which the unrealized income, gain, loss or deduction inherent in all Company assets (and not already reflected in the Members' Capital Accounts) would be allocated among the Members pursuant to Article 5 if such assets were sold for Fair Market Value on the date of such contribution or liquidation.

3.6 Return of Capital Contribution. No Member or Interest Holder will have the right to the return of its Capital Contribution except as expressly provided in this Agreement. No Member or Interest Holder will have the right to withdraw all or any part of its Interest in the Company, to receive a return of interest on its Capital Contribution or the balance in its Capital Account, or to receive any distributions or payments from the Company, except as expressly provided in this Agreement.

#### **ARTICLE IV COMPANY EXPENSES**

The Company shall be responsible for and shall pay, or shall reimburse the Members or the Manager for, all Company Expenses. All Company Expenses shall be paid out of funds of the Company, and shall be paid when and as determined in good faith by the Manager.

#### **ARTICLE V ALLOCATIONS**

5.1 Net Loss. After allocations have been made pursuant to Sections 5.3 and 5.4, Net Loss for any period shall be allocated as follows:

(a) first, to the Members in proportion to their respective Interests to the extent of the sum of (i) a Member's Adjusted Capital Account Balance plus (ii) the portion of the outstanding principal amount of any indebtedness owed by the Company for which such Member bears the economic risk of loss under Treasury Regulation section 1.752-2;

(b) second, in the event any Member cannot be allocated further Net Loss under Section 5.1(a) above, then to the other Members Pro Rata in accordance with the other Members' Adjusted Capital Account Balance plus the portion of the outstanding principal amount of any indebtedness owed by the Company for which such Member bears the economic risk of loss under Treasury Regulation section 1.752-2; and

(c) thereafter, to the Members in proportion to their respective Interests.

On a Member by Member basis, Net Loss allocated under Sections 5.1(a)-(b) above shall be first charged against a Member's Adjusted Capital Account Balance until reduced to zero and then charged against the portion of the outstanding principal amount of Company indebtedness for which such Member bears the economic risk of loss until such amount for purposes of Sections 5.1(a)-(b) above is reduced to zero; provided, however, that for any and all periods and on a loan-by-loan basis, the Company shall not allocate under Sections 5.1(a)-(b) Net Loss attributable to a loan evidencing Company indebtedness for which one or more Members bear(s) the economic risk of loss in excess of the principal amount of such loan, as may be increased from time to time.

5.2 Net Income. After allocations have been made pursuant to Sections 5.3 and 5.4, Net Income for any period shall be allocated as follows:

(a) first, to the Members Pro Rata to the extent of and in proportion to, and in inverse order to, the cumulative Net Loss, if any, previously allocated to the Members pursuant to Section 5.1 for which offsetting allocations of Net Income have not been made pursuant to this Section 5.2;

(b) second, to the Members until each has received an amount equal to their cumulative Preferred Return for such year; and

(c) thereafter, to the Members in proportion to their respective Interests.

5.3 Qualified Income Offset. Notwithstanding any other provision of this Article 5, if a Member unexpectedly receives an adjustment, allocation or distribution described in Treasury Regulation section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) that creates or increases a deficit in such Member's Adjusted Capital Account Balance, items of Company income and gain shall be allocated to such Member in the amount and proportion necessary to eliminate such deficit Adjusted Capital Account Balance as promptly as possible.

5.4 Nonrecourse Deductions.

(a) The Company shall allocate any nonrecourse deductions consistent with Treasury Regulation section 1.704-2, and subsequent allocations of income or gain shall take into account the minimum gain chargeback requirement of Treasury Regulation section 1.704-2(f).

(b) No Member shall be allocated partner nonrecourse deductions as defined in Section 1.704-2(i) if it has already been allocated Net Loss under Section 5.1 because such Member bears the economic risk of loss for Company indebtedness.

5.5 Tax Allocations.

(a) Except as provided below in Section 5.5(b), Company income, gain, loss, deduction and credit, as calculated for tax purposes, shall be allocated among the Members, to the extent possible, in accordance with the allocations of the corresponding Net Income, Net Loss or items of income, gain, loss or deduction among the Members pursuant to Sections 5.1 through 5.4.

(b) Income, gain, loss, deduction and credit, as calculated for tax purposes, with respect to (i) property contributed to the Company by a Member and (ii) Company property that has been revalued pursuant to Section 3.5(c) shall be allocated among the Members in accordance with the

principles of Code section 704(c), using such method as shall be selected by the Manager, on the advice of the Company's independent accountants, so as to take account of the variation, at the time of contribution or revaluation, between the property's tax basis and book value, as required pursuant to Treasury Regulation sections 1.704-1(b)(4)(i) and 1.704-3.

5.6 Changes in Interest. Upon the admission of an Additional Member or the Assignment of an Interest, or at such other time as it is necessary to determine the Net Income, Net Loss or other items allocable to a particular period, the Manager, on the advice of the Company's independent accountants, shall determine the proper allocation of Net Income, Net Loss and items of income, gain, loss, deduction and credit to the periods before and after such admission or transfer, or to the period in question, using any method permitted under Code section 706 and the Treasury Regulations thereunder.

## **ARTICLE VI DISTRIBUTIONS**

### 6.1 Distributions.

(a) Available Cash. Subject to Section 6.2 below, on the dates determined by the Manager in its sole and absolute discretion, the Manager shall cause the Company to distribute to the Members Available Cash as follows:

- (1) first, to the Members in proportion to their relative entitlement to the Preferred Return until each has received an amount equal to their accrued and unpaid Preferred Return;
- (2) second, to the Members in proportion to their aggregate Capital Contributions until each has received an amount equal to their aggregate Capital Contributions; and
- (3) thereafter, to the Members in proportion to their Interests.

(b) Tax Distribution. If the Company has not distributed to a Member during any Fiscal Year Available Cash under Section 6.1(a) above at least equal to a Member's Tax Distribution for such Fiscal Year, within sixty (60) days after the close of such Fiscal Year, the Manager shall cause the Company to distribute to such Member an amount of cash sufficient so that such Member has received a Tax Distribution for such Fiscal Year. For purposes of this Section 6.1(b), any amount paid to a Member pursuant to the preceding sentence shall not be treated as a distribution of Available Cash to a Member under Section 6.1(a) above for the Fiscal Year in which such distribution is actually made.

6.2 Distribution of Capital. The Manager may at any time return to any Member all or any portion of its Capital Contribution, subject to the limitations provided in the Act.

6.3 Withheld Taxes. Any amount that the Company is required to withhold and deposit with any governmental authority with respect to any federal, state or local tax liability of a Member, including any withholding pursuant to Code section 1441, 1442, 1445 or 1446, shall be treated as an amount distributed to such Member and shall reduce, dollar for dollar, any distribution that would otherwise be made to such Member pursuant to Section 6 for that or any subsequent period.

## **ARTICLE VII**

## MANAGEMENT OF THE COMPANY

### 7.1 Rights and Powers of the Manager.

(a) Subject to Section 7.1(b) hereof, the Company shall be managed, and the conduct of its day-to-day business affairs shall be controlled exclusively, by or under the direction of, the Manager in accordance with the terms and conditions of this Agreement. A Manager need not be a Member. The Manager shall have the exclusive right and power to exercise the following:

- (i) the confession of a judgment against the Company, filing for Bankruptcy or receivership of the Company, or the refinancing or agreement to the cancellation of any debt of the Company;
- (ii) the making of, or granting of permission to any corporation, firm, limited liability company or other entity under its control (a "Controlled Entity") to make, any loans or advances (other than to the Company, a wholly-owned subsidiary of the Company or to their respective employees in the ordinary course of business as advances against salary or travel advances);
- (iii) the making of, or granting of permission to any Controlled Entity to make, any guaranty;
- (iv) a merger with or consolidation into, or entry into a joint venture or other material business arrangement with, any Person;
- (v) the acquisition of all or substantially all of the properties or assets, or the stock of, any other corporation or other entity so long as such transaction is at arms-length and at fair market value;
- (vi) the sale, lease or other disposition of the Company's assets in the ordinary course of business;
- (vii) any material change in the Company Business, or material strategic decision with respect to the Company Business;
- (viii) the hiring of any officers and key employees of the Company;
- (ix) the engagement of legal, financial and accounting advisors to the Company;
- (x) the making or approval of any expenditures (capital or otherwise) or the incurrence of indebtedness;
- (xi) the mortgage or pledge, or the creation of a security interest in, or permission for any Controlled Entity to mortgage, pledge or create a security interest in, any property of the Company or such Controlled Entity;
- (xii) the ownership of, or permission for any Controlled Entity to own, any stock or other securities of any Controlled Entity or other corporation, partnership, limited liability company or other entity unless it is wholly owned by the Company, except for articles of deposit, high-quality commercial paper, United States government securities and other short-term, high-quality liquid-investment grade securities, and the voting of the interests of such Controlled Entity;

(xiii) the making of any and all elections for federal, state, local, and foreign tax purposes including any election, if permitted by applicable law to adjust the basis of Company property pursuant to Code sections 754, 734(b), and 743(b), or comparable provisions of state, local or foreign law, in connection with Assignments of Interests and Company distributions;

(xiv) elect to cause the Company to repurchase a Member's Interest pursuant to Sections 3.2(b)(ii) or 8.6;

(xv) a proportionate adjustment of the Interests if the Company repurchases a Member's Interest pursuant to Section 3.2(b)(ii) or 8.6; or

(xvi) the sale of all or substantially all of the assets of the Company.

(b) Without the consent of all of the Members, the Company shall not:

(i) make any distributions to the Members except in accordance with Section 6 of this Agreement;

(ii) change the rights and preferences of any Member (except as otherwise permitted by this Agreement);

(iii) admit Additional Members to the Company;

(iv) repurchase any Interest (except as permitted by Section 7.1(a)(xiv)); or

(v) create any option or purchase plan, or issue any options or Company securities to any Person, except as permitted by Section 8.9.

(c) Prior to conducting any business in any jurisdiction, the Manager shall cause the Company either to comply with all requirements for the qualification of the Company to conduct business as a limited liability company in such jurisdiction, or to conduct business in such jurisdiction through other entities, through a Manager as the Company's agent, or by such other means as the Manager, upon the advice of counsel, deems appropriate to preserve the Members' limited liability.

(d) The Manager shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by the employees or committees of the Company, or by any other Person as to matters the Manager reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including without limitation information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to members might properly be paid.

7.2 Appointment of Manager and Delegation of Duties. There shall be one Manager of the Company and he shall be elected and removed by the Majority in Interest of the Members. Richard Van Marshall, the Manager shall have the right to delegate it's administrative and management duties pursuant to Section 7.7 below.

7.3 Liability of the Manager. None of the Manager or any of his agents, partners, employees, counsel or Affiliates shall be liable, responsible or accountable in damages or otherwise to the Company or any Member for any action taken or the failure to act regarding the management and or policy of the Company unless the Manager breached or failed to perform his duties as a Manager and the breach or failure to perform those duties constituted (i) a violation of criminal law unless the Manager had a reasonable cause to believe his conduct was lawful and no reasonable cause to believe such conduct was unlawful, (ii) a transaction for which the Manager derived an improper personal benefit, either directly or indirectly, (iii) a distribution when the Company is insolvent, (iv) in a proceeding brought by or in the right of the Company or a Member, the conscious disregard of the best interest of the Company, or willful misconduct or (v) in a proceeding by any other person, recklessness or an act or omission which was committed in bad faith or with malicious purposes in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

7.4 Duties of the Manager. The Manager shall take all actions that may be reasonably necessary or appropriate for the conduct of the Company's business in accordance with the provisions of this Agreement and applicable laws and regulations. The Manager shall act at all times in good faith and in such manner as may be required to protect and promote the interest of the Company, each other and the Members.

7.5 Authority to Act for the Company. The Manager shall have the authority to act for and bind the Company, including with respect to the execution and delivery of any document or instrument on behalf of the Company, to the extent and only to the extent that the act has been in accordance with the terms and provisions of this Agreement, including without limitation Article 7 hereof.

7.6 Indemnification. The Company shall indemnify and hold harmless, to the fullest extent permitted by law, the Manager (individually, an "Indemnified Party"), as follows:

(a) The Company shall indemnify and hold harmless, to the fullest extent permitted by law, any Indemnified Party from and against any and all losses, claims, damages, liabilities, expenses (including reasonable legal fees and expenses), judgments, fines, settlements and other amounts ("Indemnified Costs") arising from all claims, demands, actions, suits or proceedings ("Actions"), whether civil, criminal, administrative or investigative, in which the Indemnified Party may be involved, or threatened to be involved, as a party or otherwise arising as a result of such Person's status as a Manager or any Affiliate of a Manager, regardless of whether the Indemnified Party continues in such capacity at the time any such liability or expense is paid or incurred, and regardless, of whether any such Action is brought by a third party, a Member, or by or in the right of the Company; provided, however, that, no Indemnified Party shall be indemnified hereunder for any Indemnified Costs that proximately result from such Person's gross negligence, willful misconduct, material breach of this Agreement, or where indemnification is otherwise prohibited under Section 608.4229(2) of the Act.

(b) The Company shall pay or reimburse, to the fullest extent allowed by law, in advance of the final disposition of the proceeding, Indemnified Costs as incurred by the Indemnified Party in connection with any Action that is the subject of Section 7.6(a) above, provided that such Indemnified Party shall repay all amounts received from the Company pursuant hereto if it shall

ultimately be determined at the final disposition of the proceeding that such Indemnified Party is not entitled to be indemnified by the Company as authorized in Section 7.6(a).

(c) Notwithstanding any other provision of this Section 7.6, the Company shall pay or reimburse Indemnified Costs incurred by an Indemnified Party in connection with such Person's appearance as a witness or other participation in a proceeding involving or affecting the Company at a time when the Indemnified Party is not a named defendant or respondent in the proceeding.

(d) The Manager may cause the Company to purchase and maintain insurance or other arrangements on behalf of the Indemnified Parties and/or the Company against any liability asserted against any Indemnified Party and incurred by any Indemnified Party in such Person's capacity as such or arising out of the Indemnified Party's status in such capacity, regardless of whether the Company would have the power to indemnify the Indemnified Party against that liability under Section 7.6. The indemnification provided by this Section 7.6 shall be in addition to any other rights to which the Indemnified Parties may be entitled under any agreement, vote of the Members, as a matter of law, or otherwise, and shall inure to the benefit of the heirs, successors, assigns and administrators of the Indemnified Parties.

(e) An Indemnified Party shall not be denied indemnification in whole or in part under this Section 7.6 because the Indemnified Party had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

7.7 Compensation of Manager and its Affiliates. The Company shall reimburse the Manager for all out-of-pocket expenses reasonably incurred by such person in his capacity as the Manager. The Members acknowledge and agree that the Manager may delegate its administrative and management duties to an Affiliate of Marshall Holdings, LLC. Each Member agrees that the Company may compensate either the Manager or its delegate for providing administrative and management services to the Company. In consideration of such administrative and management services, the Members authorize the Company to pay a management fee to the Manager or its delegate, as the case may be, equal to the amount of administrative and management costs actually allocated to the Company by the Manager or its delegate, as the case may be (which allocation shall be based upon the comparative gross sales of the Company and all other entities to which such costs are allocated, as determined by the Manager in its sole discretion).

7.8 Transactions with Members. To the extent permitted by applicable law and subject to the provisions of this Agreement, the Manager is hereby authorized to cause the Company to purchase property from, sell property to, or otherwise deal with any Member or Manager, acting on its own behalf, or any Affiliate of any Member or Manager; provided that any such purchase, sale or other transaction shall be made at fair market value and on terms and conditions no less favorable to the Company than if the sale, purchase or other transaction had been made with an independent third party.

## ARTICLE VIII MEMBERS

8.1 Limited Liability. The Members will not be personally liable for any obligations of the Company and, unless a Capital Call is made pursuant to Section 3.2, will have no obligation to make contributions to the Company in excess of their respective Capital Contribution.

8.2 No Agency or Authority; Voting Rights.

(a) No Member is an agent of the Company solely by virtue of being a Member, and no Member has the authority to act for the Company solely by virtue of being a Member. Any Member who takes any action or purports or attempts to bind the Company in violation of this Section 8.2 shall be solely responsible for any loss and/or expense incurred by the Company or the Manager as a result of such unauthorized action, and such Member shall indemnify and hold harmless the Company and the Manager with respect to such loss and/or expense.

(b) The Members shall have the right to vote on the matters specifically reserved for their approval or consent as set forth in this Agreement.

8.3 Transfers of Interests.

(a) Subject to Sections 8.4 and 8.5, no Interest Holder may Assign all or any part of its Interest without the consent of the Manager, which shall not be unreasonably withheld, and then only if the following conditions are satisfied:

(i) The Assigning Interest Holder furnishes evidence satisfactory to the Manager, or the Manager otherwise is satisfied, that:

(A) the Assignment would not affect the Company's existence or qualification as a limited liability company under the Act or under any other law or regulation that is or might be applicable to the Company; and

(B) the Assignment would not (x) jeopardize the classification of the Company as a partnership under federal income tax principles, (y) cause a termination of the Company for purposes of Code section 708, or (z) otherwise have adverse federal income tax consequences to the Company or any Member;

(ii) in the opinion of counsel to the Company (which opinion may be waived in whole or in part by the Manager), such Assignment would not subject the Company or the Members to any additional regulatory requirements, result in the violation of any law or regulation that is or might be applicable to the Company or the Members or otherwise adversely affect the interests of the Company or the Members, as such; and

(iii) the Assignee executes and delivers a counterpart of this Agreement.

(b) The Assignor and Assignee will be jointly and severally obligated to reimburse the Company for all reasonable expenses (including legal fees) in connection with any Assignment or proposed Assignment of an Interest. As a condition to any Assignment of an Interest in the Company, the Assignor and the Assignee shall provide such legal opinions and documentation as the Manager may reasonably request.

(c) No Person owning or holding any shares or any membership, partnership or equity interest of any Member (a "Second Tier Owner") or any Person owning or holding any shares or any membership, partnership or equity interest of any Second Tier Owner may Assign any shares or any membership, partnership or equity interest in any Member or Second Tier Owner nor shall any Member or Second Tier Owner issue additional shares or additional membership, partnership or equity interests or otherwise modify its capital structure without the prior written consent of the Manager, which shall not be unreasonably withheld.

(d) Any Assignment, issuance or proposed modification to a Members' capital structure in violation of this Section 8.3 shall be null and void and of no force or effect.

8.4 Right of First Refusal. Any Interest Holder excluding Marshall Holdings, LLC (such Interest Holder, the "Offeror") who wishes to Assign all or a portion of its Interest (the "Offered Interest") to any Person may do so only with the consent of the Manager pursuant to Section 8.3 and in accordance with the following procedures:

(a) The Offeror shall obtain from the third party a bona fide written offer (the "Offer") to purchase the Offered Interest stating the terms and conditions, including the consideration to be paid, upon which such purchase is to be made, and which shall include the identity of the proposed purchaser. The Offeror shall deliver to the Members written notice (the "Offer Notice") of the proposed Assignment of its Offered Interest, together with a copy of the Offer.

(b) The other Members shall have the right and option for a period of 60 days following receipt of the Offer Notice, to purchase all of the Offered Interest on the same terms and conditions as those in the Offer; provided, that the purchase price for the Offered Interest shall be the lesser of the price set forth in the Offer Notice or the Designated Value of the Offered Interest (as defined in Section 8.6 below). Each Member wishing to exercise such right (an "Electing Offeree") shall notify the Offeror in writing within such 60 day period of the portion of the Offered Interest it desires to purchase. The amount to be purchased by each Electing Offeree offering to purchase more than its pro rata share, based on the Offerees' relative Interests, shall equal the ratio of such Electing Offeree's Interest to the aggregate Interests of all such Electing Offerees. The closing of such purchase shall take place at the principal office of the Company on such business day that is convenient to the Electing Offerees, at least 30 days but not more than 60 days following expiration of the option period for the Electing Offerees, and at such time as mutually agreed by the Offeror and Electing Offerees.

(c) In the event the Electing Offerees do not elect to purchase all of the Offered Interest within their respective option periods, the Offeror shall be entitled, subject to Section 8.3, to Assign the Offered Interest to the third party on the terms in the Offer. It is provided, however, that an Offeror may not sell such Offered Interest to the third party (or any other third party) for a price less than, or on terms more favorable than, the price and terms fixed in the Offer without first offering such Offered Interest to the other Members at the more favorable price and/or terms. Such subsequent Offer shall be served and may be accepted by the other Members under the procedure specified in this Section 8.4. Any sale of an Offered Interest to a third party permitted by this Section must take place within one hundred eighty (180) days following service of the last Offer Notice or the provisions of this Agreement shall continue to apply to any Offered Interest not sold to such third party.

8.5 Inclusion of Members' Interests Upon Sale by Marshall Holdings, LLC.

(a) Notwithstanding anything to the contrary in this Agreement, if Marshall Holdings, LLC agrees to sell all of its Interest to a Person other than an Affiliate of, Marshall Holdings LLC, then at the request of Marshall Holdings, LLC, the other Members shall include in such sale, and each of the other Members agrees to include in such sale, all of their respective Interest. If Marshall Holdings, LLC exercises its option under this Section 8.5 then the sale of the Interest of each of the other Members shall be for the same type of consideration and on the same terms and conditions to which Marshall Holdings, LLC has agreed with such transferee. For purposes of the preceding sentence, "consideration" shall include any and all property received or to be received by Marshall Holdings, LLC as a result of a transfer of its Interest, including, but not limited to, cash, notes, securities, and any other property, and excluding any consideration to be received by Marshall Holdings, LLC that is not specifically attributable to the Interest of Marshall Holdings, LLC (e.g., payments relating to a covenant not to compete) and compensation to be paid to Marshall Holdings, LLC or any Affiliate thereof as a result of and subsequent to such transfer that is reasonable in amount and relates solely to services to be actually performed by it, or an Affiliate thereof.

(b) Marshall Holdings, LLC may exercise its option under 8.5(a) above by delivery to the other Members written notice (the "Inclusion Notice") of any sale to be made pursuant to Section 8.5(a) above, which notice shall set forth the consideration to be paid by the purchaser of the Interests and the other terms and conditions of such transaction, including the terms of agreement to be entered into by Marshall Holdings, LLC as a result of such transaction that will not be entered into by the other Members. If, within 180 days after the date of the Inclusion Notice, no transfer of an Interest shall have been completed in accordance with the provisions of Section 8.5(a), the option of Marshall Holdings, LLC to include the Interest of the other Members for the offer specified in the Inclusion Notice shall expire, and the other Members shall again be subject to the option of Marshall Holdings, LLC set forth in Section 8.5(a).

8.6 Company Option to Repurchase.

(a) Repurchase Option. At any time after any Member excluding Marshall Holdings, LLC (for purposes of this Section 8.6 hereinafter an "Other Member"), has received distributions of Available Cash from the Company equal to such Other Member's Capital Contribution, the Company shall have the right, but not the obligation, to repurchase all or any portion of the Interest of such Other Member pursuant to the terms and conditions set forth in this Section 8.6 (the "Repurchase Option") at a price equal to the Designated Value (as such amount is calculated as provided below. The discretion to exercise the Company's Repurchase Option shall be made in the sole and absolute discretion of the Manager.

(b) Repurchase Notice. If the Company elects to purchase all or any portion of the Interest of an Other Member pursuant to the Repurchase Option, the Company will deliver written notice of such election (a "Repurchase Notice") to all Members. Any Repurchase Notice shall set forth (i) the portion of Interest to be repurchased by the Company; (ii) the consideration to be paid for such Interest (determined pursuant to Section 8.6(d)); and (iii) the time and place for the closing of the transaction (determined pursuant to Section 8.6(c)).

(c) Closing of Repurchase Option. The closing of the purchase transaction for the Interest subject to the Repurchase Option will take place on the date designated by the Company in the Repurchase Notice at the offices of the Company or at such other place and time as the parties may agree. The Company will pay for the Interest to be purchased pursuant to the Repurchase Option by delivery of a check or checks in the aggregate amount of the total purchase price, and the holder of the Interest will sell and assign the Interest so purchased against payment therefor. At the closing of the Repurchase Option, the holder of the Interest will deliver the certificate(s), if any, representing the Interest so purchased to the Company duly endorsed or accompanied by an instrument of assignment.

(d) Calculation of Designated Value. Whenever the Designated Value of any Interest is to be determined for purposes of this Agreement, the "Designated Value" of the Interest shall be determined in accordance with the following formula:

$$3.5 \times CF \times N$$

where CF = the Company's net income plus the Company's depreciation expense and amortization expense and any income taxes for the twelve (12) full calendar months ended immediately preceding the calendar month in which the Repurchase Notice is given; and

N = the total Interest of the Other Member that is to be purchased under the Repurchase Notice expressed as a percentage relative to the total Interests of the Company.

The Manager's calculation of Designative Value shall be derived from the internally prepared financial statements of the Company and shall be conclusive and binding for all purposes absent fraud or patent error.

(e) At the election and in the sole discretion of the Manager, in lieu of using Company funds for the redemption price, the Company may obtain a loan for all or a portion of the redemption price, including a loan from a bank or an affiliate thereof, or the purchase obligation may be assigned to Marshall Holdings, LLC.

8.7 No Withdrawal or Borrowing. Except as otherwise provided in this Agreement, no Member may (a) withdraw as a Member of the Company, (b) be required to withdraw as a Member or (c) borrow or withdraw any portion of its Capital Contribution or Capital Account from the Company.

8.8 Death, Dissolution, Insanity, Bankruptcy, Resignation, Retirement Expulsion or Withdrawal of a Member.

(a) The death, dissolution, adjudication of insanity, Bankruptcy, retirement, resignation, expulsion or withdrawal of any Member shall not dissolve the Company. Notwithstanding the provisions of Section 608.4237(1) of the Act, a Member shall not cease to be a member of the Company as a result of the occurrence of any of the events contained therein.

(b) In the event any Interest held by an Interest Holder (other than Marshall Holdings, LLC) or any shares of stock or membership, partnership or other equity or beneficial interest in any Interest Holder (other than Marshall Holdings, LLC) is the subject of an involuntary Assignment, whether due to divorce, Bankruptcy, assignment for benefit of creditors, judicial order, legal

process, execution, attachment, enforcement of a pledge or other encumbrance or becomes subject to a charging order or charging lien (any of the foregoing, an "Involuntary Transfer"), the affected Member must give notice of the proposed Involuntary Transfer to the Company and Marshall Holdings, LLC within three (3) days after the Involuntary Transfer, and Marshall Holdings, LLC shall have the option, but not the obligation, upon notice given to the Company and the affected Interest Holder, to purchase the Interest held by such affected Interest Holder (hereinafter referred to as the "Affected Interest") for the lesser of the amount owed to the creditor (or ex-spouse) of the affected Interest Holder or the Designated Value of the Affected Interest as determined under Section 8.6(d) as of the date of the proposed Involuntary Transfer. The closing of the purchase of such affected Member's Interest shall be in the manner set forth in Section 8.6(c).

8.9 Additional Members. At any time and from time to time after the Effective Date, upon the written consent of all of the Members, the Company may admit one or more Persons as Additional Members. The terms of any such Additional Member's admission, including such Person's Capital Contribution and Interest, shall be determined by all of the Members. Upon the admission of an Additional Member, (i) the Company shall issue an Interest to the Additional Member, (ii) the Manager may additionally adjust the Company's Members' respective Interests accordingly, and (iii) Schedule A to this Agreement shall be restated accordingly. Notwithstanding the foregoing, no Person shall be admitted as an Additional Member unless (i) such Additional Member shall execute and deliver a counterpart of this Agreement and (ii) the Manager is satisfied that such admission would not result in a violation of any applicable law, including federal or state securities laws, or any term or condition of this Agreement.

8.10 Substitution. An Assignee of an Interest, or any portion thereof, shall become a Substituted Member, entitled to all the rights of a Member, if and only if, in addition to satisfaction of the conditions set forth in Section 8.3 hereof:

- (a) the Assignor gives the Assignee such right;
- (b) the Assignor pays to the Company all costs and expenses incurred in connection with such substitution;
- (c) the Manager consents to such substitution, the grant or denial of which consent shall be in the absolute discretion of the Manager; and
- (d) the Assignee executes and delivers such instruments, in form and substance satisfactory to the Company, as it may deem necessary or desirable to effect such substitution and to confirm the agreement of the Assignee to be bound by all of the terms and provisions of this Agreement. In no event shall any Interest be Assigned to a minor or incompetent, and any such attempted Assignment shall be void and ineffectual and shall not bind the Company.

Except as otherwise expressly provided, any Substituted Member of a Member pursuant to this Section 8.10 shall succeed to all rights and obligations of such Member under this Agreement.

- (e) A Person who acquires an Interest but who is not admitted as a substituted Member pursuant to this Section 8.10 shall be entitled only to allocations and distributions with respect to such Interest in accordance with this Agreement, and shall have no right to any information or accounting of the affairs of the Company, shall not be entitled to inspect the books or records of

the Company, and shall not have any of the rights of a Member under the Act or this Agreement. Any Interest Holder not admitted as a member shall be subject to the terms of this Agreement, including, Sections 8.6 and 8.8.

8.11 Further Assurances. The Members shall from time to time execute or cause to be executed all other documents or cause to be done all filing, recording, publishing, or other acts as may be necessary or desirable to comply with the requirements for the operation of a limited liability company under the laws of the State of Mississippi and all other jurisdictions in which the Company may from time to time conduct business.

8.12 Meetings; Action by the Members.

(a) Any Member or Members holding an aggregate of at least 25% of the Interests may call a special meeting of all of the Members at any time by giving notice to the other Members, which notice shall contain the date and time of such meeting. All meetings shall be held at the principal place of business of the Company unless otherwise agreed by all Members. Such notice shall be delivered to each Member at least ten (10), but not more than sixty (60), days prior to the date specified in such notice. A Member may waive notice of any meeting, before or after the date of the meeting, by delivering a signed waiver to the Company for inclusion in the minutes of the Company. A Member's attendance at any meeting, in person or by proxy: (i) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (ii) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

(b) At any meeting of the Members, each Member entitled to vote shall have a number of votes equal to the Interest held by such Member. At any meeting of Members, the presence of Members entitled to cast at least a majority of the total votes of all Members entitled to vote at such meeting constitutes a quorum. Action on any matter shall be deemed approved if it receives approval by a majority of the total number of votes entitled to be cast by all Members in the Company entitled to vote at such meeting or such greater number as may be required by law or under this Agreement for the particular matter under consideration. Any Assignee of a Member's Interest or economic interest in the Company shall not be entitled to vote or participate on any matters at any meeting unless and until such Assignee becomes a Substituted Member as provided herein.

(c) Any action required or permitted to be taken at any special meeting of Members may be taken without a meeting, without prior notice and without a vote if one or more consents in writing, setting forth the action so taken, shall be signed by Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote were present and voted. Prompt notice of any action taken without a meeting shall be given to those Members who have not consented in writing. The written consents shall be delivered to the Company for inclusion in the minutes. The record date for determining Members entitled to take action without a meeting is the first date a Member signs the consent to such action.

(d) Any or all Members may participate in any special Members' meeting by, or through the use of, any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member so participating is deemed to be present at the meeting.

(e) At any meeting of Members of the Company, if less than a quorum is present, a majority of the Members entitled to vote at the meeting, present in person or by proxy, shall have the power to adjourn the meeting to another time, place and date without notice other than by announcement at the meeting so adjourned. Any business may be transacted at any adjourned meeting that could have been transacted at the meeting originally noticed, but only those Members entitled to vote at the meeting originally noticed shall be entitled to vote at any adjourned meeting. If the adjournment is for more than thirty (30) days from the date of the meeting originally noticed, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the adjourned meeting.

8.13 Representations and Warranties. Each Member represents and warrants to the other Members (each of which warranties and representations shall be deemed to be a continuing warranty and representation and covenant that such warranties and representations shall remain true and correct at all times during the term of the Company) that:

(a) Status. If an entity, such Member is duly organized, validly existing and in good standing under the laws of its state of formation, and such Member has the power under its organizational documents and adequate authority to execute, deliver, and perform this Agreement which upon such execution and delivery will be a legal, valid, and binding obligation of such Member enforceable in accordance with its terms (subject only to the application of bankruptcy, reorganization, insolvency or other similar laws regarding the rights of creditors generally and the exercise of judicial discretion in equity). If an individual, this Agreement upon execution and delivery will be a legal, valid, and binding obligation of such Member enforceable in accordance with its terms (subject only to the application of bankruptcy reorganization, insolvency or other similar laws regarding the rights of creditors generally and the exercise of judicial discretion in equity).

(b) Due Authorization. The execution, delivery and performance of this Agreement by such Member that is an entity have been duly authorized by all requisite corporate, partnership or other organizational action of such Member and, as of the date hereof, do not require the consent or approval of any person that has not been obtained and are not in contravention of or in conflict with any term or provision of the organizational documents of such Member.

(c) Other Agreements and Violations of Law. The execution, delivery and performance of this Agreement by such Member will not breach or constitute a default under any agreement, indenture, undertaking or other instrument to which such Member or any Affiliate of such Member is a party or by which any of such persons or any of their respective properties may be bound or affected, which breach or default would have a materially adverse effect on the financial condition of such Member or on the financial condition, properties or operations of the Company. Other than as contemplated by this Agreement such execution, delivery, and performance will not result in the creation or imposition of (or the obligation to create or impose) any lien or encumbrance on any of the Company property nor, to the knowledge of such Member, constitute or result in the violation of any law.

(d) No Litigation. There is no litigation or administrative or other proceeding or tax audit pending, or, to the knowledge of such Member, threatened against or affecting such Member, or any of its Affiliates, or any of their respective properties, which, if determined adversely, would have a materially adverse effect on the financial condition, properties or operations of the Company. As of the date hereof, neither such Member, nor, to the knowledge of such Member, any Affiliate of such Member is in default with respect to any order, writ, injunction, decree or demand of any court or other governmental or regulatory authority which might in any way adversely affect the Company.

(e) Investment. Each Member hereby represents and warrants to the Company and the Members that such Member's acquisition of an Interest hereunder is made as principal for such Member's own account and not for resale or distribution of such Interest.

8.14 Distributions and Allocations in Respect of Transferred Interest. If any Interest is Assigned during any Fiscal Year in compliance with the provisions of this Article 8, Net Income, Net Loss, each item thereof, and all other items attributable to the Assigned Interest for such Fiscal Year shall be divided and allocated between the transferor and the transferee by taking into account their varying Interests during the Fiscal Year in accordance with Code Section 706(d), using any conventions permitted by law and selected by the Manager. All distributions on or before the date of such Assignment shall be made to the transferor, and all distributions thereafter shall be made to the transferee. Solely for purposes of making such allocations and distributions, the Company shall recognize such Assignment not later than the end of the calendar month during which it is given notice of such Assignment, provided that, if the Company is given notice of an Assignment at least ten (10) business days prior to the Assignment, the Company shall recognize such Assignment as of the date of such Assignment, and provided further that if the Company does not receive a notice stating the date such Interest was Assigned and such other information as the Manager may reasonably require within thirty (30) days after the end of the Fiscal Year during which the Assignment occurs, then all such items shall be allocated, and all distributions shall be made, to the Person who, according to the books and records of the Company, was the owner of the Interest on the last day of such Fiscal Year. Neither the Company nor any Member shall incur any liability for making allocations and distributions in accordance with the provisions of this Section 8.14, whether or not the Manager or the Company has knowledge of any Assignment of ownership of any Interest.

## ARTICLE IX ACCOUNTS

9.1 Books. The Manager shall maintain or cause to be maintained complete and accurate books of account of the Company's affairs at the Company's principal office, including a list of the names and addresses of all Members and the aggregate Capital Contribution of each Member. Each Member shall have the right to inspect the Company's books and records at any reasonable time upon advance written request to the Manager.

9.2 Reports, Returns and Audits. The Manager will furnish or will cause to be furnished to each Member:

(a) within 90 days after the end of each Fiscal Year, a copy of the Company's Form 1065, and an Internal Revenue Service Schedule K-1 with respect to such Member; and

(b) within 120 days after the end of each Fiscal Year, a balance sheet of the Company as at the end of such Fiscal Year and statements of income and cash flow of the Company for such Fiscal Year.

9.3 Fiscal Year. The fiscal year of the Company for both financial reporting and tax purposes shall be the calendar year.

9.4 Method of Accounting. The books and accounts of the Company shall be maintained for both financial reporting and tax purposes using the method selected by the Manager.

9.5 Tax Returns. The Manager shall cause to be prepared and filed on a timely basis all federal, state and local information tax returns required of the Company.

9.6 Bank Accounts. All funds of the Company will be deposited in its name in an account or accounts maintained with such bank or banks selected by the Manager. The funds of the Company will not be commingled with the funds of any other Person. Checks will be drawn upon the Company account or accounts only for the purposes of the Company and shall be signed by the Manager.

9.7 Other Information. The Manager may release such information concerning the operations of the Company to such sources as is customary in the industry or required by law or regulation or by order of any regulatory body. For the term of the Company and for a period of four years thereafter, the Manager shall cause to be maintained and preserved all books of account and other relevant documents.

## ARTICLE X VALUATION OF ASSETS

For purposes of this Agreement, the Fair Market Value of any asset of the Company or of the Company Business shall be determined by the Manager. The Manager, in its discretion, may engage any Person, agreeable to the Manager, to perform an appraisal to determine the Fair Market Value of any Company asset or of the Company Business.

## ARTICLE XI RESTRICTIVE COVENANTS

11.1 Noncompetition. Each of Richard Van Marshall and Jonathan Elliott Marshall and each Member excluding Marshall Holdings, LLC (each such Person, an "Investor"), acknowledges that if it were to compete with Company in the Company Business, great harm would come to the Company. Each Investor hereby covenants and agrees that for so long as it owns an Interest or shares, a membership interest, equity interest or beneficial interest in any Member, as the case may be, and for a period of two (2) years thereafter, such Investor shall not, individually or jointly with others, directly or indirectly, whether for such Investor's own account or for that of any other

Person, engage in any real estate business within a ten (10) mile radius of Marshall Holdings premises (a "Prohibited Business Activity"), and such Investor shall not act as an officer, director, employee, partner, independent contractor, consultant, principal, agent, proprietor, or in any other capacity for, nor lend any assistance (financial or otherwise) or cooperation to, any such Person engaged in a Prohibited Business Activity, and that such Investor shall forfeit any fees or compensation for services rendered which are in violation of this restrictive covenant. This Section 11.11 shall not be construed to prevent any Investor from owning an interest in real property that is leased to any business that is engaged in a Prohibited Business Activity.

11.2 Non-solicitation. Without limiting the provisions of Section 11.1, each Investor covenants and agrees that for so long as it owns an Interest or shares, a membership interest, equity interest or beneficial interest in any Member, as the case may be, and for a period of two (2) years thereafter, such Investor shall not directly or indirectly, whether for such Investor's own account or the account of any other Person, (i) solicit, induce, or influence any customer, supplier, lender, lessor, or any other Person which has a business relationship with the Company (collectively, "customers/suppliers") to discontinue, reduce the extent of, or otherwise adversely affect such business relationship; or otherwise conduct business with any such customer/supplier; or (ii) recruit, solicit, or otherwise induce or influence any employee, agent, independent contractor, or consultant of the Company or any of its Affiliates to discontinue his/her/its employment, agency, contract, or other relationship with the Company or any of its Affiliates or hire any employee, agent, independent contractor, or consultant of the Company or any of its Affiliates.

11.3 No Disparagement. At no time shall any Investor disparage the Company or any of its Affiliates, shareholders, directors, members, managers, officers, employees, or agents.

11.4 Confidentiality of Information. No Investor shall at any time disclose or use, and will direct its representatives and Affiliates not to disclose or use to the detriment of any Member or the Company, any Confidential Information (as defined below). For purposes of this Section 11.4, "Confidential Information" means any information with respect to the Company Business which is either nonpublic, confidential, or proprietary in nature, including, without limitation, suppliers, customers, trade or industrial practices, marketing and technical plans, technology, personnel, organization or internal affairs, proprietary techniques, trade secrets, and any analyses, compilations, studies or other documents prepared by any Member or its representatives which contain or otherwise reflect this information, unless any of the foregoing information is already known to others not bound by a duty of confidentiality or such information becomes publicly available through no fault of any party hereto or its representatives, or the furnishing or use of such information is required by or necessary or appropriate in connection with legal proceedings. At the time an Investor no longer owns an Interest (direct or indirect) in the Company, it shall return to the Company or have destroyed any Confidential Information in its possession and certify in writing to the Company that it has done so.

11.5 Reasonableness of Restrictions. Each Investor recognizes and acknowledges that the geographical and time limitations contained in this Article 11 are reasonable and properly required for the adequate protection of the legitimate business interests of the Company. It is agreed by the parties hereto that if any portion of the restrictions contained in this Article 11 are held to be unreasonable, arbitrary, or against public policy, then the restrictions shall be considered divisible, both as to the time and to geographical area, with each month of the specified period being deemed

a separate period of time and each county of the restricted territory being deemed a separate geographical area, so that the lesser period of time or geographical area shall remain effective so long as the same is not unreasonable, arbitrary, or against public policy. The parties hereto agree that in the event any court of competent jurisdiction determines the specified period or the specified geographical area of the restricted territory to be unreasonable, arbitrary, or against public policy, a lesser time period or geographical area which is determined to be reasonable, nonarbitrary, and not against public policy may be enforced against the Investor. If an Investor violates any of the covenants contained herein and if any action is instituted by the Company to prevent or enjoin such violation, then the period of time during which such Investor's business activities shall be restricted, as provided in this Agreement, shall be lengthened by a period of time equal to the period between the date of such Investor's breach of the terms or covenants contained in this Agreement and the date on which the decree of the court disposing of the issues upon the merits shall become final and not subject to further appeal. The restrictions contained in this Article 11 are assignable by the Company in the Manager's sole and absolute discretion.

11.6 Remedies. Each Investor agrees that the remedy at law for any breach by an Investor of the covenants contained in this Article 11 will be inadequate and would be difficult to ascertain and will cause irreparable injury to the Company for which the Company will not have an adequate remedy at law. Therefore, in the event of the breach or threatened breach of any such covenants, the Company, in addition to any other remedy, shall each have the right to enjoin any Investor from any threatened or actual activities in violation thereof, and each Investor hereby consents and agrees that temporary and permanent injunctive relief may be granted in any proceedings which might be brought to enforce any such covenants without the necessity of proof of actual damages. In the event that the Company does apply for such an injunction, no Investor shall raise as a defense thereto that the Company has an adequate remedy at law.

## ARTICLE XII DISSOLUTION OF THE COMPANY

12.1 Dissolution. Subject to the Act, the Company shall be dissolved and its affairs shall be wound up upon the earliest to occur of:

- (a) the written consent of the Manager to dissolve the Company; or
- (b) the sale or distribution by the Company of all or substantially all of its assets.

12.2 Liquidation of Interests.

(a) Liquidation. Upon dissolution, the Company will be liquidated in an orderly manner. The Manager will serve as the liquidator to wind up the affairs of the Company pursuant to this Agreement. Provided that if there is no Manager, Marshall Holdings, LLC shall select a Person or Persons to serve as liquidator. The Person or Persons who act as the liquidator under this Section 12.2 are referred to herein as the "Liquidator."

(b) Final Allocation and Distribution. Upon dissolution of the Company (whether or not an early dissolution), a final allocation of all items of income, gain, loss and deduction will be made in accordance with Article 5, and all of the Company's assets, or the proceeds therefrom, shall be

distributed or used as follows and in the following order of priority (which order shall be without prejudice to the liability of the Manager to creditors of the Company under the Act in the event of the insolvency of the Company):

- (i) for the payment of the Company's liabilities and obligations to its creditors and the expenses of liquidation;
- (ii) to the setting up of any reserves that the Liquidator may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company;
- (iii) to the Members in proportion to their Interest to pay each Member's Unreturned Capital Contributions;
- (iv) to the Members Pro Rata to the extent of an in proportion to each Members' Adjusted Capital Account Balance until reduced to zero; and
- (v) thereafter, to the Members in accordance with their respective Interests.

12.3 Liability for Return of Capital Contributions. Each Member, by its execution of this Agreement, agrees that liability for the return of its Capital Contribution is limited to the Company's assets and, in the event of an insufficiency of such assets to return the amount of its Capital Contribution, hereby waives any and all claims whatsoever, including any claim for additional contributions that it might otherwise have, against the Company or any of its agents or representatives (in each case in the absence of conviction of fraud or willful misconduct and a judicial determination that such insufficiency was caused by such fraud or willful misconduct) by reason thereof. Each Member shall look solely to the assets of the Company for all distributions with respect to the Company and its Capital Contribution thereto, and shall have no recourse therefor (upon dissolution or otherwise) against the Company or any of its agents or representatives.

### **ARTICLE XIII AMENDMENTS**

This Agreement may be amended with (but only with) the written consent of (x) a Majority in Interest of the Members and (y) the Manager; provided that (a) any provision of the Agreement requiring the approval of a specified proportion of Members may be amended only with such specified approval and (b) an amendment that would affect such Member materially adversely as compared to any other Members may not be made without the consent of the affected Member. The Manager shall send each Member a copy of any amendment adopted pursuant to this Article 13. The Manager may at any time restate Schedule A to reflect changes in Members or their respective addresses, Capital Contributions or Interests.

### **ARTICLE XIV NOTICES**

All notices, requests, demands, claims and other communications hereunder shall be in writing and shall be deemed duly given or made (a) when personally delivered to the intended recipient (or an officer of the intended recipient) or when sent by telecopy or facsimile followed by the mailing of a copy as set forth in clause (b) or (c) below; (b) on the business day after the date sent when sent by national recognized overnight courier service; or (c) four business days after it is sent by registered or certified mail, return receipt requested, postage prepaid if to the Company, to its address set forth in Section 2.4, and if to any Member, to the address set forth in Schedule A. Any party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other parties notice in the manner herein set forth.

## **ARTICLE XV MISCELLANEOUS**

15.1 Entire Agreement. This Agreement and the Articles constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes any prior agreement or understanding among the parties hereto with respect to the subject matter hereof. This Agreement supersedes any prior Operating Agreement of the Company.

15.2 Governing Law; Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Mississippi, without regard to principles of conflicts of law that would result in the application of laws of another jurisdiction. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought against either of the parties exclusively in the courts of the State of Mississippi, County of Jackson, or if it has or can acquire jurisdiction, in the United States District Court for the Southern District of Mississippi, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

15.3 Specific Performance. Each Member agrees with the other Members that the other Members would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, it is agreed that, in addition to any other remedy to which the nonbreaching Members may be entitled, at law or in equity, the nonbreaching Members shall be entitled to injunctive relief to prevent breaches of the provisions of this Agreement and specifically to enforce the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having subject matter jurisdiction thereof.

15.4 Waiver of Jury Trial. Each Member irrevocably waives to the extent permitted by law all rights to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

15.5 Remedies Cumulative. The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any person may be lawfully entitled.

15.6 Attorney Fees. In the event that any dispute between the Company and the Members or among the Members should result in litigation or arbitration, the prevailing party in such dispute

shall be entitled to recover from the other party all reasonable fees, costs and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment and an award of prejudgment interest from the date of the breach at the maximum rate of interest allowed by law. For the purposes of this Section: (a) attorney fees shall include, without limitation, fees incurred in the following: (1) postjudgment motions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation and (b) prevailing party shall mean the party who is determined in the proceeding to have prevailed or who prevails by dismissal, default or otherwise.

15.7 Binding Effect. Except as otherwise provided herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.

15.8 Counterparts. This Agreement may be executed either directly or by an attorney-in-fact, in any number of counterparts of the signature pages, each of which shall be considered an original and all of which together shall constitute one instrument.

15.9 Separability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

15.10 Headings; Construction. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. Unless otherwise indicated, all references to "Section" or "Sections" refer to the corresponding Section of Sections of this Agreement. Unless otherwise provided, the word "including" does not limit the preceding words or terms.

15.11 Gender and Number. Whenever required by the context hereof, all pronouns and any variations thereof will be deemed to refer to the masculine, feminine and neuter, singular and plural.

15.12 No Third Party Beneficiaries. Nothing in this Agreement is intended to, or will, create any rights to any party other than a party that is a signatory hereto or who becomes an Additional Member pursuant to Section 8.9 hereof.

15.13 "Tax Matters Partner". Richard Van Marshall shall be the "tax matters partner" for purposes of Code section 6231(a)(7).

15.14 Consultation with Attorney. Each Member has been advised to consult with its own attorney regarding all legal matters concerning an investment in the Company and has done so, to the extent it considers necessary.

15.15 Tax Consequences. The Members are aware of the income tax consequences of the tax allocations made under this Agreement and hereby agree to be bound by the provisions of this Agreement in reporting their share of the Company's Net Income and Net Loss for federal income tax purposes. Each Member acknowledges that the tax consequences to it of investing in the Company will depend on its particular circumstances, and neither the Company, the Manager, the Members, nor the partners, shareholders, members, agents, officers, directors, employees, Affiliates, or consultants of any of them will be responsible or liable for the tax consequences to him of an investment in the Company. Each Member will look solely to, and rely upon, its own advisers with respect to the tax consequences of an investment in the Company.

15.16 Acknowledgement. Each of Richard Van Marshall and Jonathan Elliott Marshall acknowledges carefully reading this Agreement and understands its contents and consequences, has been given the opportunity to consult with an attorney, has had sufficient time to review this Agreement, acknowledges it or he, as the case may be, and is signing this Agreement knowingly and voluntarily, without any coercion or duress. Each party to this Agreement also acknowledges that it has not relied on any representations, promises, or commitments of any kind made to it in connection with his decision to enter into this Agreement, other than those set forth in this Agreement.

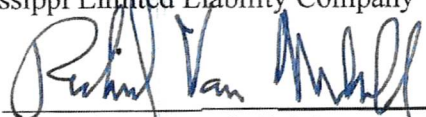
15.17 Reliance on Authority of Person Signing Agreement. If a Member is not a natural person, neither the Company nor any Member will: (A) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such entity or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (B) be responsible for the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such entity.

The parties hereto have executed this Agreement as their act and deed, to be effective as of the day and year first above written.

**MEMBERS:**

MARSHALL HOLDINGS, LLC,  
a Mississippi Limited Liability Company

By:

  
Richard Van Marshall, Managing Member

By:

  
Jonathan Elliott Marshall, Member

**COUNTERPART**

Pursuant to Sections 8.9 or 8.10(d), as the case may be, of the Operating Agreement of Marshall Holdings, LLC date April 17, 2023 (the "Operating Agreement"), the undersigned hereby becomes a party to the Operating Agreement as a Member, and acknowledges receipt of a copy of the Operating Agreement and agrees to be bound by the terms and conditions set forth therein.

Schedule A of the Operating Agreement shall be updated to reflect the admission of the undersigned as a Member of Marshall Holdings, LLC.

Name: Richard V. G. Marshall

Date: 4/17/2023

**SCHEDULE A**

**LIST OF MEMBERS,  
CAPITAL CONTRIBUTIONS,  
AND INTERESTS  
AS OF APRIL 17, 2023**

<b><u>Name and Address</u></b>	<b><u>Capital Contribution</u></b>	<b><u>Interest</u></b>
Richard Van Marshall 16 Rivers Bend Dr Gulfport, Mississippi 39507	\$2,500.00	50%
Jonathan Elliott Marshall 57 53rd Street Gulfport, Mississippi 39507	\$2,500.00	50%
Total:	\$5,000.00	100%



*Angela Stone* 1st JUDICIAL DISTRICT  
Instrument 2024-0012028-D-J1  
Filed/Recorded 06/27/2024 3:02:01 PM  
Total Fees 26.00  
3 Pages Recorded

Prepared by & return to:  
Schwartz, Orgler & Jordan, PLLC  
12206 Highway 49  
Gulfport, MS. 39503  
228-832-8550  
Our File: 241081

Index as follows:  
Pt of Lots 1 & 2, Blk 17, Great  
Southern Golf Estates S/D, Unit 3  
Harrison County, 1<sup>st</sup> JD, MS

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,

**COMMUNITY BANK OF MISSISSIPPI  
As Successor By Merger To  
COAST COMMUNITY BANK N/K/A  
COMMUNITY BANK, COAST  
2015 EAST PASS ROAD  
GULFPORT, MS 39506  
(228) 297-6083**

does hereby sell, convey and warrant unto

**MARSHALL HOLDINGS LLC  
A MS Limited Liability Company  
57 53rd STREET  
GULFPORT, MS 39507  
(228) 697-7104**

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

**ATTACHED HERETO AS EXHIBIT "A"**

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

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

IN WITNESS WHEREOF, **COMMUNITY BANK OF MS** has caused this conveyance to be executed by its duly authorized officer, having first been duly authorized to do so, on this the 26th day of June, 2024.

**COMMUNITY BANK OF MISSISSIPPI  
As Successor By Merger To  
COMMUNITY BANK, COAST**

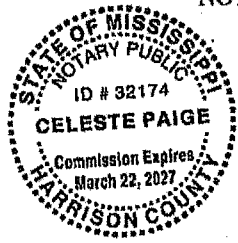
BY: *Michael R. Cooper*  
**MICHAEL R. COOPER, Senior Vice President**

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 26th day of June, 2024, within my jurisdiction, the within named **MICHAEL R. COOPER**, who acknowledged that he is the **SENIOR VICE PRESIDENT** of **COMMUNITY BANK OF MISSISSIPPI As Successor By Merger To COMMUNITY BANK, COAST**, and that for and on behalf of said company, and as its act and deed, he executed the above and foregoing instrument on the day and year therein stated, after first having been duly authorized by said company so to do.

*Celeste Paige*  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_



**EXHIBIT "A"**

A parcel of land situated and being located in a part of Lot One (1), Block Seventeen (17), GREAT SOUTHERN GOLF ESTATES SUBDIVISION, UNIT THREE (3), 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 20 at Page 32 thereof, reference to which is hereby made in aid of and as a part of this description and being more particularly described as follows, to-wit:

Commencing at the Southeast Corner of said Lot One (1), being the intersection of the Westerly margin of Dudley Street with the Northerly margin of Cotton Drive; thence run North 00 degrees 07 minutes 00 seconds West 115.00 feet along the Westerly margin of Dudley Street to the Point of Beginning of the parcel herein described; thence run from said Point of Beginning, South 89 degrees 53 minutes 00 seconds West 75.00 feet; thence run North 00 degrees 07 minutes 00 seconds West 110.00 feet; thence run North 89 degrees 53 minutes 00 seconds East 75.00 feet to the Westerly margin of Dudley Street; thence run South 00 degrees 07 minutes 00 seconds East 110.00 feet along the Westerly margin of Dudley Street to the Point of Beginning. Said parcel contains 8,250.0 square feet.

Tax Parcel Number: 1010G-03-016.003 AND ALSO

A parcel of land situated and being located in a part of Lots One (1) and Two (2), Block Seventeen (17), GREAT SOUTHERN GOLF ESTATES SUBDIVISION, UNIT THREE (3), 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 20 at Page 32 thereof, reference to which is hereby made in aid of and as a part of this description and being more particularly described as follows, to-wit:

Beginning at the Southeast Corner of aid Lot One (1), being the intersection of the Westerly margin of Dudley Street with the Northerly margin of Cotton Drive; thence run North 00 degrees 07 minutes 00 seconds West 115.00 feet along the Westerly margin of Dudley Street; thence run South 89 degrees 53 minutes 00 seconds West 75.00 feet; thence run North 00 degrees 07 minutes 00 seconds West 110.00 feet; thence run South 89degrees 53 minutes 00 seconds West 278.36 feet; thence run South 01 degrees 24 minutes 41 seconds East 225.06 feet to the Northerly margin of Cotton Drive; thence run North 89 degrees 53 minute 00 seconds East 348.27 feet to the Point of Beginning. Said parcel contains 70,685 square feet or 1.62 acres, more or less.

Subject to the following described easement reserved by Community Bank, Coast for the purpose of ingress and egress as follows, to-wit:

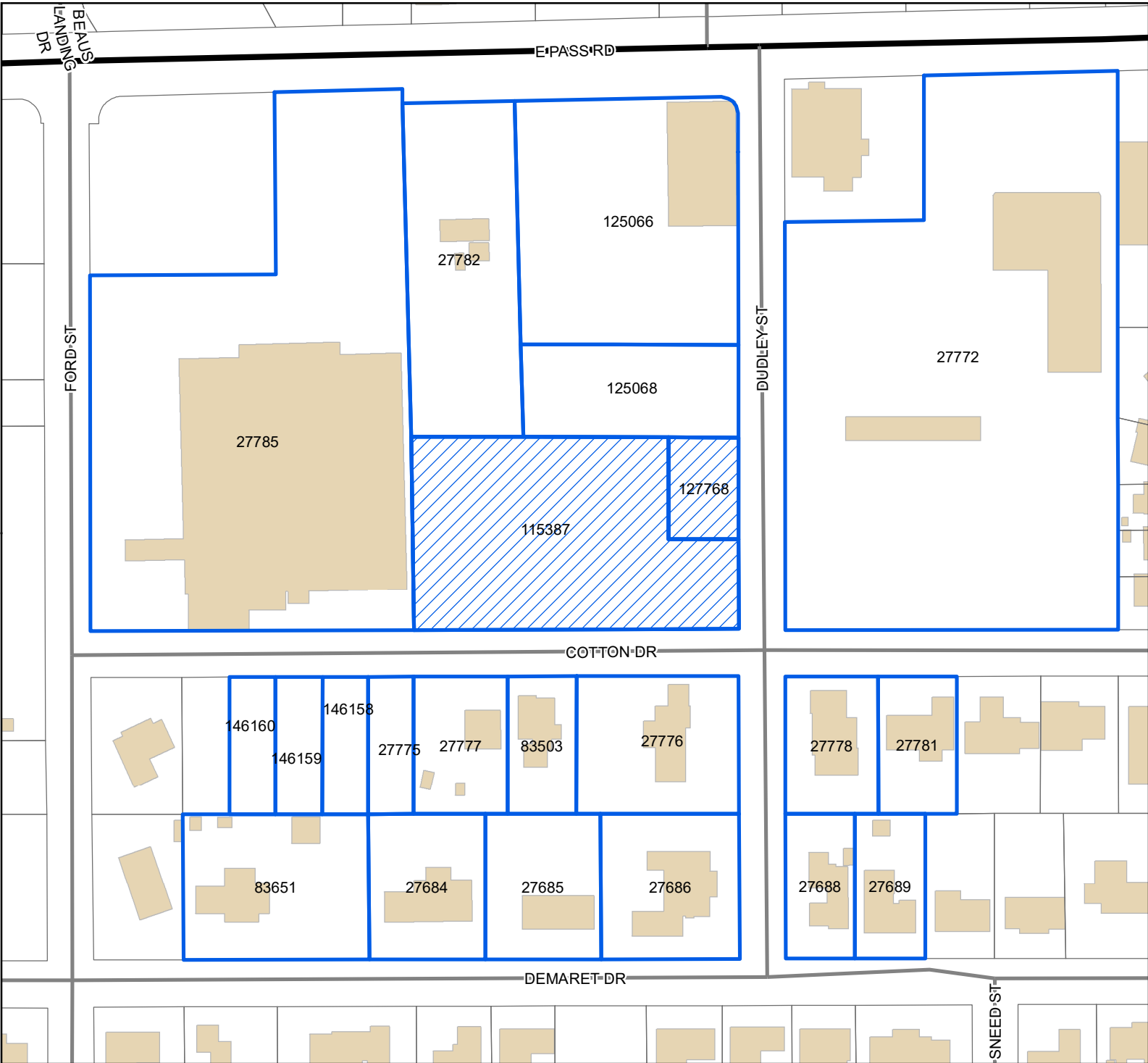
25 ingress/egress easement:

A parcel of land situated and being located in a part of Lot One (1), Block Seventeen (17), GREAT SOUTHERN GOLF ESTATES SUBDIVISION, UNIT THREE (3), 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 20 at Page 32 thereof, reference to which is hereby made in aid of and as a part of this description and being more particularly described as follows, to-wit:





Commencing at the Southeast Corner of said Lot One (1), being the intersection of the Westerly margin of Dudley Street with the Northerly margin of Cotton Drive; thence run North 00 degrees 07 minutes 00 seconds West 115.00 feet along the Westerly margin of Dudley Street to the Point of Beginning of the parcel herein described; thence run from said Point of Beginning, South 89 degrees 53 minutes 00 seconds West 75.00 feet; thence run South 00 degrees 07 minutes 00 seconds East 25.00 feet; thence run North 89 degrees 53 minutes 00 seconds East 75.00 feet to the Westerly margin of Dudley Street; thence run North 00 degrees 07 minutes 00 seconds West 25.00 feet along the Westerly margin of Dudley Street to the Point of Beginning.

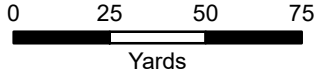
Tax Parcel Number: 1010G-03-016.002

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y		1010G-03-016.002	MARSHALL HOLDINGS, LLC (OWNER)	57 53RD STREET	GULFPORT	MS	39507
			FOUNTAIN & ASSOCIATES, LLC (AGENT)	13334 SEAWAY ROAD STE 202	GULFPORT	MS	39503
			<b>Adjacent Property Owners (2511ZB131)</b>				
	27772	1010G-03-004.000	MISSORAM LLC	106 VAIL	WATCHUNG	NJ	7060
	27689	1010J-01-008.000	PULLIS NANCY SUE -TRUSTEE-	2417 DEMARET DR	GULFPORT	MS	39507
	27686	1010J-01-010.000	BRICE DOROTHY A	927 DUDLEY ST	GULFPORT	MS	39507
	27785	1010G-03-016.000	2001 E PASS LLC	30530 MIDDLE CREEK CIR	SPANISH FORT	AL	36527
	27781	1010G-03-008.000	VASTERLING JOSEPH C & JANET K	2420 COTTON DR	GULFPORT	MS	39507
	27777	1010G-03-012.000	GARRIGA KLAIN W & LYNETTE W	4708 WASHINGTON AVE	GULFPORT	MS	39507
	27778	1010G-03-009.000	GEISELMAN JAMES & MARTHA -TRUSTEES-	GEISELMAN FAMILY IRREVOCABLE TRU	GULFPORT	MS	39501
146158		1010G-03-013.001	ROSE RICHARD	12238 ROSE POINT DR	GULFPORT	MS	39503
115387		1010G-03-016.002	COMMUNITY BANK COAST	P O BOX 1227	BILOXI	MS	39533
	27776	1010G-03-010.000	BRIDENBECK MARK A	805 DUDLEY ST	GULFPORT	MS	39507
	27684	1010J-01-012.000	SKINNER RAYMOND JOSEPH JR	2409 DEMARET DR	GULFPORT	MS	39507
	83503	1010G-03-011.000	MARTIN GARY	2414 COTTON DR	GULFPORT	MS	39507
	27688	1010J-01-009.000	LINKER GEORGE J JR & EUGENIA C	2415 DEMARET DR	GULFPORT	MS	39507
	27685	1010J-01-011.000	LOPEZ ELMER OSMIN MATAIS	2411 DEMARET DR	GULFPORT	MS	39507
	83651	1010J-01-013.000	MORGAN KELLEY	2402 BURKE ST	GULFPORT	MS	39507
	27782	1010G-03-015.000	ALEXANDER DENEKA	9060 RIVER BIRCH DR	BILOXI	MS	39532
N	125068	1010G-03-015.003	COMMUNITY BANK COAST	P O BOX 1227	BILOXI	MS	39533
	127768	1010G-03-016.003	COAST COMMUNITY BANK	677 WASHINGTON LOOP	BILOXI	MS	39530
	125066	1010G-03-015.001	LAKE WOODLAND PARTNERS LP	4499 LAKE CAROLINE DR	LAKE CHARLES	LA	70615
N	146160	1010G-03-013.003	ROSE RICHARD	12238 ROSE POINT DR	GULFPORT	MS	39503
N	146159	1010G-03-013.002	ROSE RICHARD	12238 ROSE POINT DR	GULFPORT	MS	39503
N	27775	1010G-03-013.000	ROSE RICHARD	12238 ROSE POINT DR	GULFPORT	MS	39503



Legend

-  Site
-  US or State Highway
-  Street
-  Buildings



1 inch = 150 feet



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

## AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
51445	IPL0286358	Legal Ad - IPL0286358		1.0	79.0L

ATTENTION: GULFPORT URBAN DEVELOPMENT IP  
 PO BOX 1780  
 GULFPORT, MS 39502  
 accountspayable@gulfport-ms.gov;sasmith@gulfport-ms.gov

STATE OF MISSISSIPPI  
 COUNTY OF HARRISON  
 Before me, the undersigned Notary personally appeared the under-  
 signed, who, being by me first duly sworn, did depose and say that he/  
 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:

1.0 insertion(s) published on:  
 11/05/25 Print

**LEGAL NOTICE  
 PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979, as amended, notice is hereby given advising that the Zoning Board of Adjustment and Appeals will hold a public hearing in the City of Gulfport, Mississippi at 3:00 PM., Thursday, November 20, 2025 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 the first floor of the William H. Hardy Building, 1410 24th Avenue.

**Special Exception 2511SE126**, by agent Timmthy Wilks, seeking approval for an assisted living facility, Tax Parcel 0710H-03-006.000, 3601 Meadowlark Drive, Zoned R-1-5 (Single-Family), Ward 3

**Variance 2511ZB129**, by owners Alexander and Michael Rivera, seeking approval for a secondary frontage setback of 8 feet & 8 inches where 25 feet is required for their proposed attached addition, Tax Parcel 0808E-01-064.000, 15372 Dellwood Cove, Zoned R-1-10 (Single-Family), Ward 7

**Variance 2511ZB130**, by owners Alexander and Michael Rivera, seeking approval for a primary frontage setback of 23 feet & 7 inches where 25 feet is required for their proposed attached addition, Tax Parcel 0808E-01-064.000, 15372 Dellwood Cove, Zoned R-1-10 (Single-Family), Ward 7

**Variance 2511ZB131**, by agent Fountain & Associates LLC, seeking approval to submit a Planned Building Group application for property with 1.814 acres where ordinance requires 2 acres for application submission, Tax Parcels 1010G-03-016.002, 1010G-03-016.003, Cotton Drive, Dudley Street, Zoned T4+ (General Urban Zone "Plus"), Ward 2

**Variance 2512ZB132**, by agent MP Design Group, seeking approval for 935 regular parking spaces where 1643 are required, Tax Parcels 0910P-04-001.000, 0910I-03-019.000, 100 Perry Street, Victory Street, Zoned R-1-7.5 (Single-Family), B-2 (General Business), Ward 2

**Variance 2512ZB133**, by agent MP Design Group, seeking approval for a 10-foot front yard setback where 25 feet is required, Tax Parcel 0910P-04-001.000, 100 Perry Street, Zoned R-1-7.5 (Single-Family), Ward 2

This the 29th day of October 2025  
 Nathan Boddie, Chairman  
 City of Gulfport Zoning Board of Ad-  
 justment and Appeals  
 IPL0286358  
 Nov 5 2025

[Print Tearsheet Link](#)

[Marketplace Link](#)

*Sherry Chasteen*



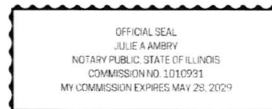
Sherry Chasteen

*Julie A Ambry*



Sworn to and subscribed before  
 me on

Nov 5, 2025, 10:09 AM EST



Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®



URBAN DEVELOPMENT  
PLANNING & ZONING  
PO BOX 1780 | GULFPORT, MS | 1410 24<sup>TH</sup> AVENUE  
228.868.5710 | [PLANNERS@GULFPORT-MS.GOV](mailto:PLANNERS@GULFPORT-MS.GOV)

## ZONING BOARD OF ADJUSTMENT AND APPEALS

---

**Hearing Date: Thursday, November 20, 2025**

**Variance 2512ZB132: Variance 2512ZB132, by agent MP Design Group, seeking approval for 935 regular parking spaces where 1643 are required, Tax Parcels 0910P-04-001.000, 0910I-03-019.000, 100 Perry Street, Victory Street, Zoned R-1-7.5 (Single-Family), B-2 (General Business), Ward 2**

# Technical Report

## VARIANCE

### GENERAL INFORMATION

Case File Number: 2512ZB132

Hearing Date: November 20, 2025

Current Zoning/Use: B-2, R-1-7.5 / Vacant Land, Gulfport Highschool

Legal: Variance 2512ZB132, by agent MP Design Group, seeking approval for 935 regular parking spaces where 1643 are required, Tax Parcels 0910P-04-001.000, 0910I-03-019.000, 100 Perry Street, Victory Street, Zoned R-1-7.5 (Single-Family), B-2 (General Business), Ward 2

### TECHNICAL DETAILS

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

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

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

# Technical Report

## VARIANCE

The applicant requests a parking variance for 935 parking spaces where 1643 parking spaces are required. The City of Gulfport parking regulations for stadiums require 3 parking spaces per 3 seats. Due to the addition of the stadium seats, vacant property to the North of the Highschool will be developed into a parking lot in order to maximize the parking available.

- (a) The applicant states that the property is a fully developed high school campus with educational and extracurricular facilities. The pre-existing nature of the property is the reason for the variance request.
- (b) The applicant states that they are limited by the amount of undeveloped property on the campus, the limited available property near the campus, and the ability to acquire nearby property. It is clear to staff that, while the applicant did cause the need for the variance with the proposed new development, it is also true that because of the pre-existing nature of the property it would be difficult to conform to our ordinance.
- (c) The applicant explains that the hardship is due to the pre-existing nature of the property and adds that they have made considerable efforts to include more parking spaces to be more conforming. Amending of the zoning ordinance may offer a more reasonable solution in regard to high school stadiums instead of a variance for upwards of 700 parking spaces.
- (d) The applicant claims that the amount of parking spaces required by code greatly exceeds that which is currently provided at the Milner Stadium and by other high school stadiums of comparable size and student population. The applicant claims that the proposed stadium will provide "almost double" the amount of dedicated off-street parking spaces compared to Milner Stadium. It is clear to staff that the literal interpretation of the ordinance would deprive the applicant of building a stadium of this size without considerable redevelopment of the Highschool. However, the granting of this variance would create a precedent for parking requirements for stadiums and would, in fact, grant a special privilege to the applicant.
- (e) The applicant claims that the Gulfport School District is a unique entity and the project is a unique project and because of that they will be receiving no special benefit that others could not receive. However, the granting of this variance would create a precedent for parking requirements for stadiums and would, in fact, grant a special privilege to the applicant.
- (f) This property is zoned R-1-7.5 and B-2, and a parking lot is allowed by right.

### **EXECUTIVE SUMMARY**

The six criteria for a hardship have not been met. The applicant requests a parking variance for 935 parking spaces where 1643 parking spaces are required. The proposed parking lot is allowed by right in a B-2 zoning district. The parking in question is required due to the proposed stadium. While the proposed development of the stadium may be considered reasonable development for a high school, it is clear that there will be traffic and parking concerns given the severity of an upwards of 700 parking space variance. The granting of this variance would also create a precedent for any stadiums being built in the future within the City of Gulfport. Amending of the zoning ordinance may offer a more reasonable solution than the proposed variance.

# Technical Report

## VARIANCE

Any approval should consider these conditions:

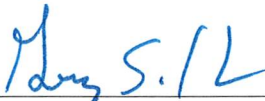
1. Approval would allow for 935 regular parking spaces where 1643 are required.
2. Must comply with all current Building Codes and City of Gulfport Ordinances

### ***DEPARTMENTAL CONDITIONS***

<b><u>Engineering:</u></b>	No conditions. Memo dated 11/06/25.
<b><u>Public Works:</u></b>	No conditions. Memo dated 11/06/25.
<b><u>Traffic and Safety:</u></b>	No conditions. Memo dated 11/06/25.
<b><u>Building Code Services:</u></b>	Must comply with all current Building Codes and City of Gulfport Ordinances. Memo dated 10/30/25.
<b><u>GIS:</u></b>	No conditions. Memo dated 11/6/25.
<b><u>Police Department:</u></b>	No comment as of 11/07/2025.
<b><u>Fire Department:</u></b>	No conditions. Memo dated 10/30/25.
<b><u>City Arborist:</u></b>	No conditions. Memo dated 10/31/25.

### ***DIRECTOR APPROVAL***

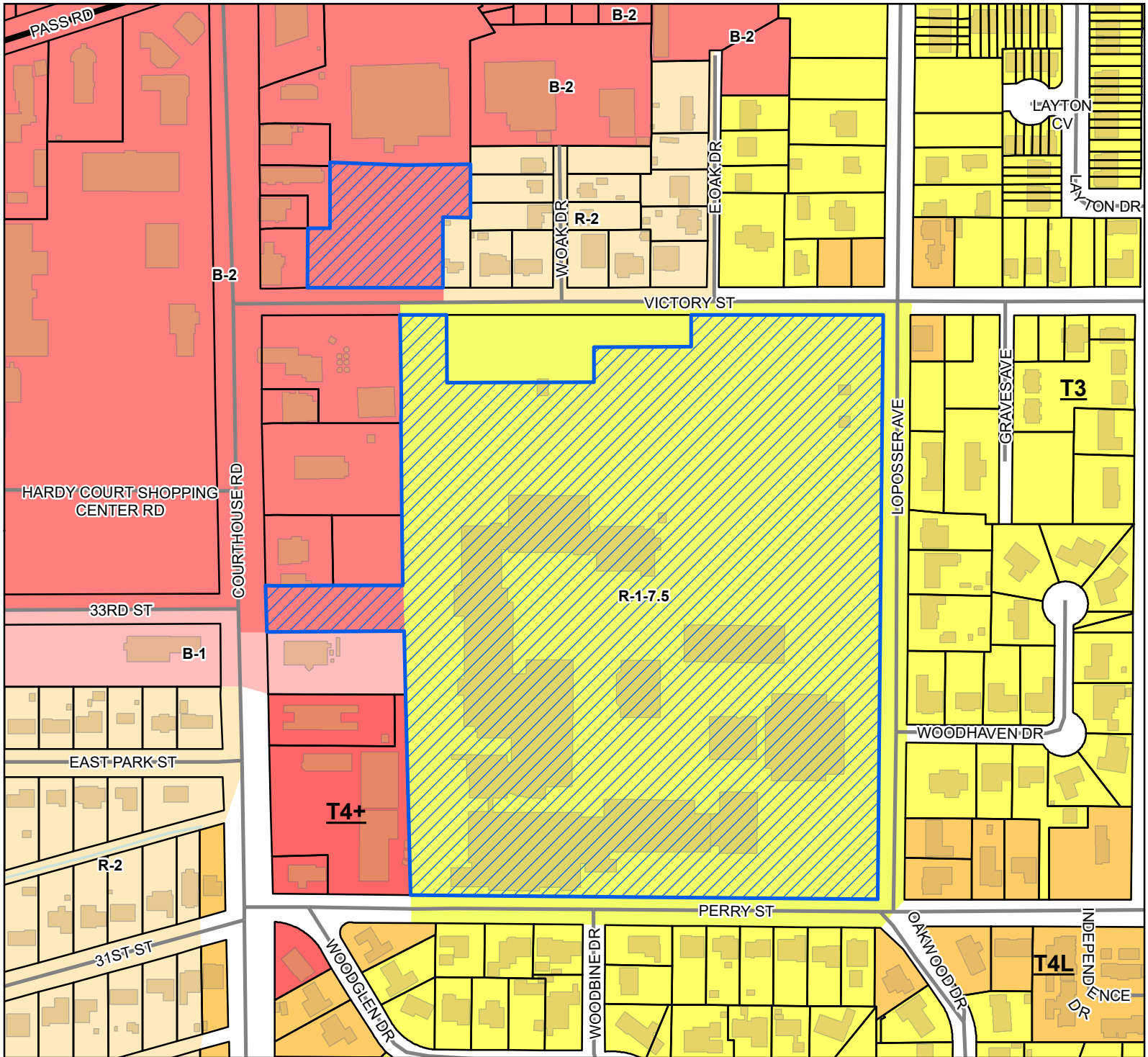
This report has been reviewed and approved by:



\_\_\_\_\_  
Greg Holmes  
Director of Urban Development Department

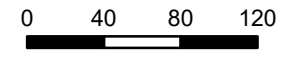
2512ZB132

# Variance



- Site
- US or State Highway
- Street
- Parcels
- Buildings
- Water Features
- City Limit
- Smart Code**
- T4+
- T4L
- T3
- Zoning**
- B-1 - Neighborhood Business District
- B-2 - General Business District
- R-1-7.5 - Single Family Residence District (Low Density)
- R-2 - Single Family Residence District (Medium Density)

**Site Information**  
 0910I-03-019.000  
 0910P-04-001.000  
 Zoning: R-1-7.5 (Single Family)  
 B-2 (General Business)  
 Size: 30.8 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.



BC 10/8/25  
 CASE NUMBER  
 2512 26132  
 A#13522120

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

0 9 1 0 P - 0 4 - 0 0 1 . 0 0 0	
0 9 1 0 I - 0 3 - <del>1 9 0</del> . 0 0 0	

### Property Address:

100 Perry Street, Gulfport, MS 39507

Lot(s) \_\_\_\_\_ Block(s) \_\_\_\_\_ Subdivision \_\_\_\_\_

**General Description of Request:** The purpose of this request is to petition for the reduction of the parking requirements from 1643 to 935.

### 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*.



**DESIGNATION OF AGENT**

I, Glen East being property owner of 0910P-04-001.000  
PRINT NAME PRIMARY ADDRESS OR PARCEL

which is the subject of this application hereby authorize MP Design Group to act as  
PRINT NAME  
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.

Glen V. East  
SIGNATURE

10/8/25  
DATE

**STATE OF MISSISSIPPI | COUNTY OF HARRISON**

Given under my hand and seal of office this the 8 day of October, 20 25

Courtney N. Simon  
NOTARY PUBLIC

COMMISSION EXPIRATION



# COVENANT AFFIDAVIT

I, Glen East being property owner or agent of the property 0910-P-04-001.000  
PRINT NAME PRIMARY ADDRESS OR PARCEL

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

Glen V. East  
SIGNATURE

10/2/25  
DATE

## STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 8 day of October, 2025

Courtney N. Simon  
NOTARY PUBLIC

COMMISSION EXPIRATION





October 8th, 2025

City of Gulfport  
Urban Development – Planning Division  
1410 24<sup>th</sup> Avenue  
Gulfport, MS 39501

**RE:** GHS Athletic Upgrades – Off-Street Parking Variance Request  
*MP Project No.: 247.25.001*

Please find the following responses to the required variance questions below:

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

*The property is unique because it is a fully developed high school campus with educational and extracurricular facilities. The applicant is pursuing this project because they have the opportunity eliminate the transportation and logistical requirements associated with hosting athletic events at an off-campus location.*

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

*The applicant is limited by the amount of undeveloped property on the campus, the limited available property near the campus, and the ability to acquire nearby property.*

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

*The goal of the applicant is to reduce the amount of off-campus athletic and extracurricular events they are required to host. The high school campus is almost fully developed with limited opportunities to add additional parking. The applicant has made considerable efforts to come closer to compliance with the off-street parking ordinance, including acquiring property and including 140 additional remote parking spaces in the project. However, surplus property is limited within the vicinity of the campus and applicant is limited in its ability to acquire additional property. The use of a high school athletic stadium is uncommon and unique to the applicant.*

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

*The amount of parking spaces for stadiums required by the code of ordinances greatly exceeds that of which is provided currently at the larger Milner Stadium and by other high school stadiums of comparable size and student population. The smaller proposed stadium will provide almost double the amount of dedicated off-street parking spaces compared to Milner Stadium.*

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

*The applicant, Gulfport School District, is a unique entity, and the project is a unique project. Because the current and future use for the facility is a high school athletic stadium, the applicant will receive no special benefit that others cannot receive.*

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

*The proposed use is permissible by right.*

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

**MP DESIGN GROUP**



Jack Schmidt, PE

Civil Engineer

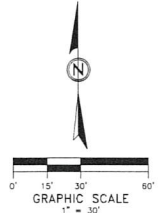
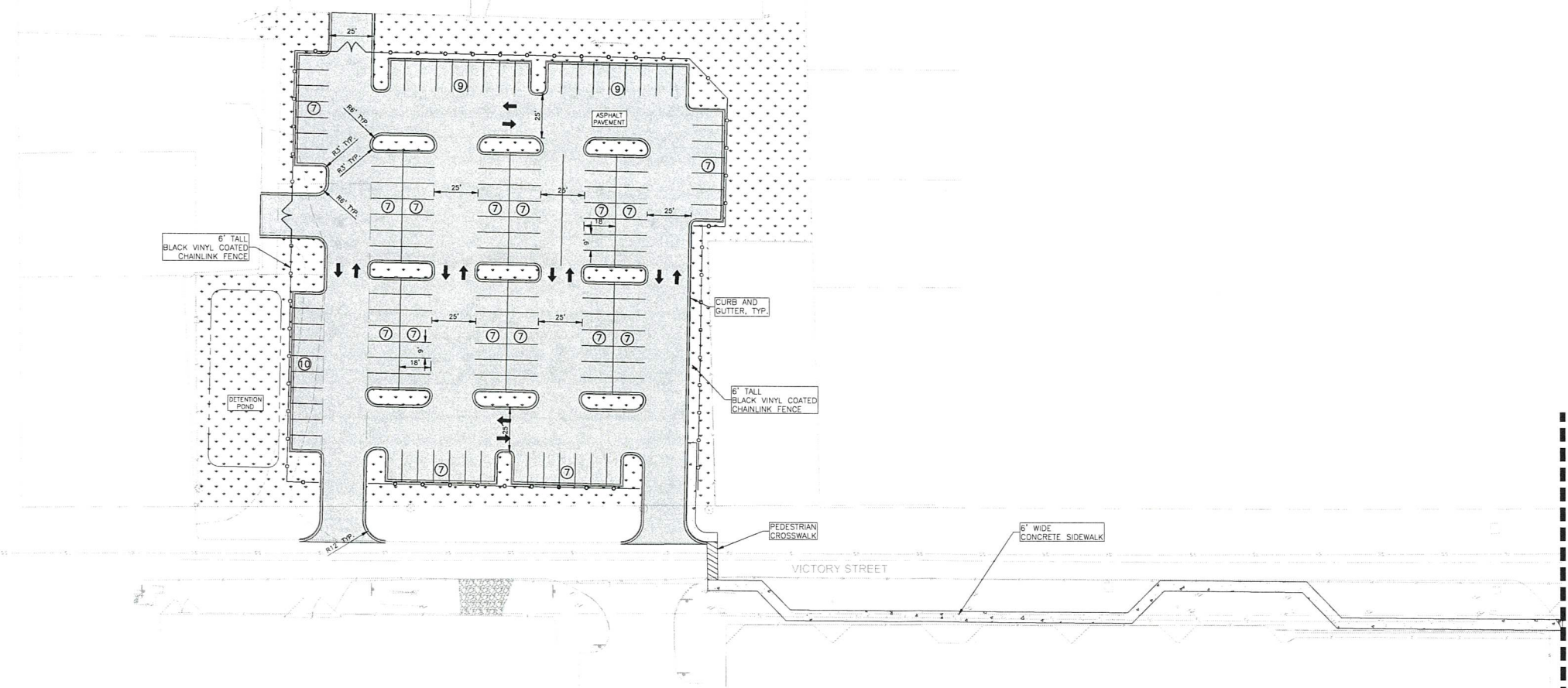
[jschmidt@mpdesigngroup.us](mailto:jschmidt@mpdesigngroup.us)

228-388-1950





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**MP**  
DESIGN GROUP

MACHADO FATANO MCFATRICK JONES

918 Howard Ave Suite F  
Biloxi, Mississippi 39530  
P: 228.388.1950  
www.mpdesigngroup.us

PLANS WITHOUT REGISTERED ENGINEER/ARCHITECT STAMP AND SIGNATURE ARE CONSIDERED NOT FOR CONSTRUCTION AND SHALL NOT BE USED IN ANY MANNER FOR CONSTRUCTION OR PERMITTING OF SAID PROJECT.

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**GULFPORT SCHOOL DISTRICT**  
**ATHLETICS UPGRADES**  
 100 PERRY STREET  
 GULFPORT, MS 39507

---

SCALE: AS SHOWN  
 PROJECT NO: 0247.25.001  
 DRAWN BY: YYY  
 CHECKED BY: ZZZ

CIVIL SITE PLAN  
 REMOTE PARKING LOT

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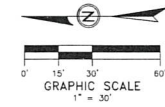
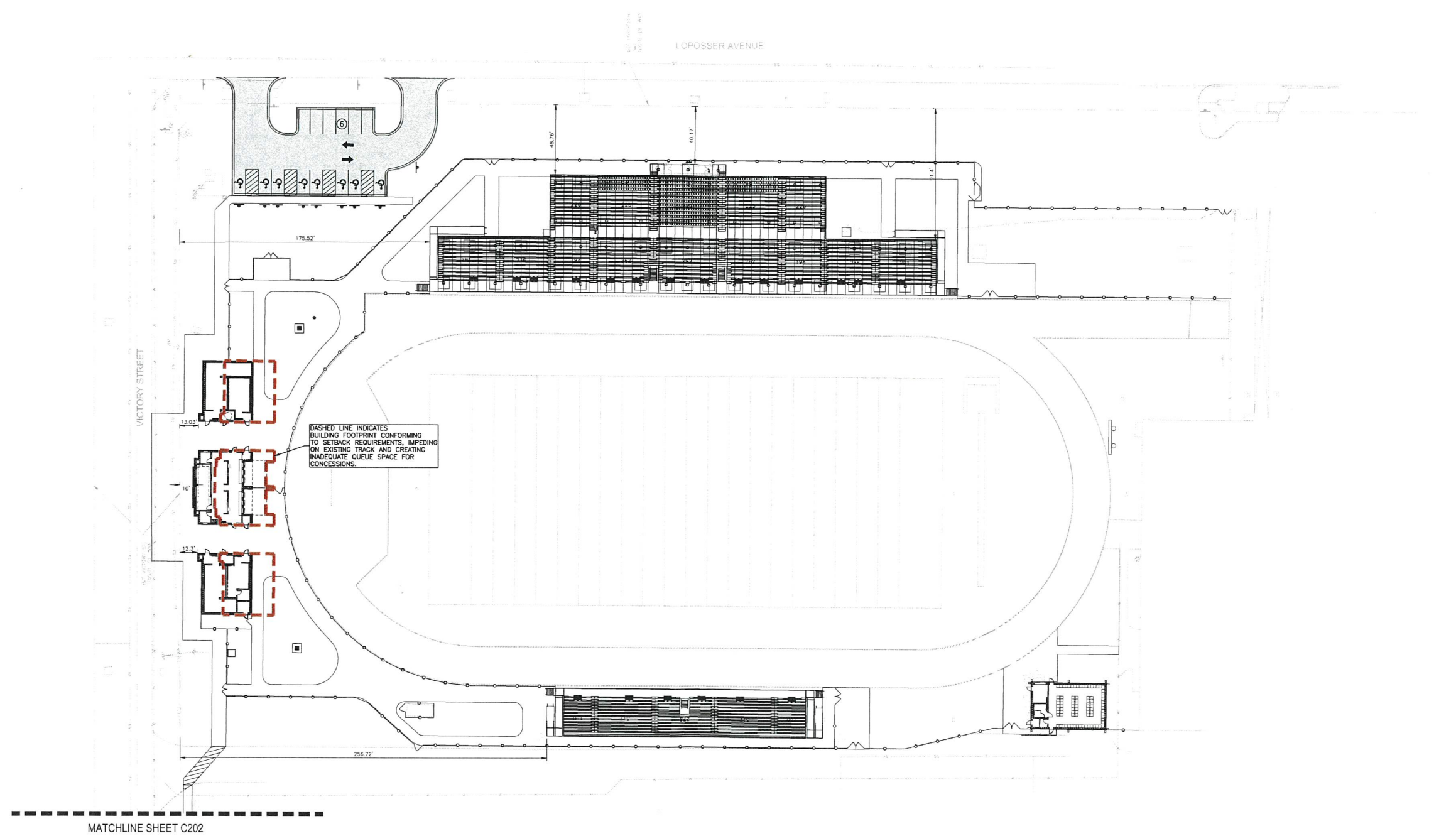
NO.	DATE	REVISION / SUBMITTAL	BY

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**C202**

VERIFY SCALES  
 BAR IS ONE INCH ON ORIGINAL DRAWING  
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

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 m:\0247\_gulfport school district\024725001\_gad athletic upgrades\02-production drawings\gulfport athletics site.dwg



**MP**  
 DESIGN GROUP  
 MACRADO PATANO MCFATRICK JONES  
 918 Howard Ave Suite F  
 Biloxi, Mississippi 39530  
 P: 228.388.1950  
 www.mpdesigngroup.us

PLANS WITHOUT REGISTERED ENGINEER/ARCHITECT STAMP AND SIGNATURE ARE CONSIDERED 'NOT FOR CONSTRUCTION' AND SHALL NOT BE USED IN ANY MANNER FOR CONSTRUCTION OR PERMITTING OF SAID PROJECT.

**GULFPORT SCHOOL DISTRICT  
 ATHLETICS UPGRADES  
 100 PERRY STREET  
 GULFPORT, MS 39507**

SCALE: AS SHOWN  
 PROJECT NO: 0247.25.001  
 DRAWN BY: BJS  
 CHECKED BY: BJS

CIVIL SITE EXHIBIT

NO.	DATE	REVISION / SUBMITTAL

**EX-01**  
 VERIFY SCALES  
 BAR IS ONE INCH ON ORIGINAL DRAWING  
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

STATE OF MISSISSIPPI

COUNTY OF HARRISON

EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, I, WM. H. RICH, do hereby sell and convey, subject to the hereinafter agreements and limitations, unto HARRISON COUNTY, MISSISSIPPI, an easement one hundred (100) feet wide and more particularly described hereinafter, on, over and across the following described lands situated in Harrison County, Mississippi, to-wit:

Commence at a point on the West margin of Court House Road which is 587.5 feet from the intersection of the West margin of Court House Road with the South margin of Victory Street in the said Harrison County, Mississippi, said point of beginning being 150 feet South of the Southwest corner of the property conveyed to Payne, now owned by Carter; thence from said point of beginning, run Easterly parallel to the South line of the property formerly of Payne, now of Carter, a distance of 300 feet, more or less, to the West margin of property conveyed this date by the grantor herein to the Trustees of the Gulfport Municipal Separate School District of Harrison County, Mississippi; thence run South along the West line of the property conveyed this date to the said Trustees a distance of 100 feet to a point; thence run Westerly parallel to the South line of the property formerly of Payne, now of Carter, a distance of 300 feet, more or less, to the East margin of Court House Road; thence run North 100 feet along the West margin of Court House Road to the point of beginning.

It is distinctly understood and agreed that this instrument conveys an easement to the above named grantee for a county road or highway and for sidewalks, and for no other purpose, and that the said grantee does not acquire any interest or claim whatsoever to the strip of land on which said easement is located.

Should the aforesaid right of way easement be abandoned at any time in the future, then the easement herein granted shall automatically cease and terminate.

IN WITNESS WHEREOF, the grantor and grantee have caused this instrument to be properly executed by its duly authorized officer on this the \_\_\_\_\_ day of September, A. D., 1962.

\_\_\_\_\_  
WM. H. RICH

HARRISON COUNTY, MISSISSIPPI

BY: \_\_\_\_\_

Nicholas B. French, President of the Board of Supervisors

STATE OF MISSISSIPPI

COUNTY OF HARRISON

BEFORE ME, the undersigned authority in and for the aforesaid State and County, this day personally appeared the within named WM. H. RICH, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of September, A. D., 1962.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI

COUNTY OF HARRISON

BEFORE ME, the undersigned authority in and for the aforesaid State and County, this day personally appeared, NICHOLAS B. FRENCH, President of the Board of Supervisors of Harrison County, Mississippi, who acknowledged that in his official capacity as an officer of said County, he signed and delivered the above and foregoing instrument as the act and deed of said County on the year and day therein mentioned.

GIVEN under my hand and official seal, this the \_\_\_\_\_ day of September, A. D., 1962.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Gulfport Municipal Separate School District

Gulfport High School

24SD-B-18 SEFC Project Number

## ATTORNEY'S CERTIFICATE OF TITLE

I, the undersigned attorney at law, do hereby certify that I have examined the evidences of title pertaining to real property, more particularly pertaining to the hereinafter described real property, as of record in the public records of the First Judicial District of Harrison County, State of Mississippi, for a period of time of more than thirty-five (35) years immediately preceding the date hereof, but including records pertaining to parting of title to said land by the sovereign, and it is my opinion that George Schloegel, Holton Turnbough, Milton S. Nowell,

Mrs. R. I. Bradford, and Mrs. Willie Mae Merrell

Trustees of Gulfport Municipal Separate School District, are the owners in fee simple, subject only to the liens, encumbrances, and other exceptions hereinafter noted, of the following described land, lying and being situated in Harrison County, Mississippi:

(If description is too long to be contained in this space, please attach separate sheet hereto.)

Commence at the Southwest corner of the Southeast Quarter (SE 1/4) of Section Thirty-Six (36), Township Seven (7) South, Range Eleven (11) West, Harrison County, Mississippi; thence run East 311.2 feet to a point; thence run North 1570.9 feet, more or less, to a point on the North margin of Perry Street, said point being the point of beginning of the property hereinafter described, said point being 300 feet from the East margin of Courthouse Road; thence from said point of beginning, run South  $89^{\circ} 11'$  East 1017.1 feet along the North margin of Perry Street to a point which marks the intersection of the North margin of Perry Street with the West margin of a public road sometimes called Lopper Street; thence run North  $00^{\circ} 51'$  East 1261.8 feet along the West margin of Lopper Street to a point which marks the intersection of the West line of Lopper Street with the South line of Victory Street; thence run North  $89^{\circ} 36'$  West 1048.5 feet along the South line of Victory Street to a point; thence run South  $00^{\circ} 35'$  East 1254.6 feet, more or less, to the point of beginning. Said parcel of land being 29.828 acres, more or less.

Less and except a parcel of land described as commencing at the Southwest corner of the intersection of a county road sometimes referred to as Victory Street running Easterly and Westerly and a county road sometimes referred to as Lopper Road running North and South; thence West along the South margin of Victory Street 418.50 feet to the point of beginning; thence South 83 feet; thence West 210 feet; thence South 62 feet; thence West 320 feet; thence North 145 feet, more or less, to the South margin of Victory Street; thence East along the South margin of Victory Street a distance of 530 feet to the point of beginning.

The only liens, encumbrances and exceptions applicable hereto are as follows:

1. TAXES AND SPECIAL ASSESSMENTS:

- (a) All paid up through the year 19 77  
(b) Unpaid taxes and/or special assessments: None

(c) Taxes and/or assessments payable in future, including drainage districts:

tax exempt

2. MORTGAGES, DEEDS OF TRUST AND VENDORS LIENS, and UNREDEEMED TAX SALES:  
(Give names of all parties, amounts, dates, book and page where recorded, with like information about any assignments.)

None

3. RESTRICTIONS, COVENANTS AND ZONING ORDINANCES: Are there any? Yes  
Zoning Ordinances only (do not affect construction and operation of schools)  
Attach verbatim copy. Date filed \_\_\_\_\_ Recorded Book \_\_\_\_\_ Page \_\_\_\_\_

(a) State whether violated or not No

(b) Do restrictions contain a reversionary or forfeiture clause? No

(c) If so, has same been released? N/A (Attach release instrument showing date filed, book and page where recorded.)

4. Does recorded plat show building restriction line or easements. None

Describe: \_\_\_\_\_

5. OIL AND MINERAL RIGHTS AND LEASES OUTSTANDING:


None

6. OTHER DEFECTS, LIENS, AND OBJECTIONS (Where any, check items and describe below or attach rider) Undersigned certifies items NOT checked as clear.

- (a)  Mechanics and Materialmen's liens of record
- (b)  Judgments
- (c)  Estates and Decedent's Debts
- (d)  Easements and Party Wall Agreements
- (e)  Bankruptcy Proceedings
- (f)  Lis Pendens Record
- (g)  Federal Tax Liens
- (h)  Recorded or known unrecorded leases
- (i)  Encroachments
- (j)  No improvements during statutory lien period
- (k)  Improvements during lien period, but Affidavit(s) attached
- (l)  Matters not listed I cannot certify as to easements or encroachments not of record as no current survey is available for inspection.

I know of no fact not of record or not properly of record which indicates that the status of the property herein described is different from that as shown therein.

WITNESS my hand this the 15th day of May, 1979, at 5:00 P.M.

  
\_\_\_\_\_  
Signature of Attorney at Law  
2209 14th Street  
Gulfport, Mississippi 39501  
\_\_\_\_\_  
Address  
Owen T. Palmer, Jr.  
Palmer & Gaines

OWEN T. PALMER, JR.

ATTORNEY AT LAW

2209 FOURTEENTH STREET

GULFPORT, MISSISSIPPI

September 7, 1962

Board of Trustees  
Gulfport Municipal Separate School District  
Gulfport, Mississippi

Re: Commence at the Southwest corner of the intersection of County Road sometimes referred to as Victory Street running Easterly and Westerly, and County Road sometimes referred to as Lopper Road running North and South; thence from said point of beginning, run Westerly along the South margin of the said Victory Street a distance of 1,046 feet, more or less, to a point which is due North of the East property line of lands of Carver; thence run Southerly to the Northeast corner of the Carver property; thence run Southerly along the East fence line of the Carver property and extension thereof to a point in the North margin of a County Road running Easterly and Westerly; thence run East along the North margin of said County Road to a point which marks the intersection of the North margin of said County Road with the West margin of the aforesaid Lopper Road; thence run North along the West margin of said Lopper Road a distance of 1,456 feet, more or less, to the point of beginning.

---

Gentlemen:

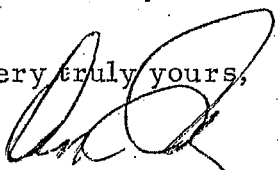
I have made a careful examination of Abstract of Title No. 61-21 prepared by Home Abstract Company and brought down to date of April 3, 1961, and Supplemental Abstract of Title No. 20,156 prepared by Mississippi Abstract, Title & Guaranty Company from the aforesaid date to the 6th day of August, 1962; and from said examination, it is my opinion that a good and merchantable fee simple record title in and to said property is vested in Wm. H. Rich, subject to the following reservations and exceptions, to-wit:

9/7/62

- 1: Right of way easement granted by Properties Company, Inc. to Mississippi Power Company recorded in Book 235 on pages 455-456 of the Harrison County Deed Records. The survey prepared by James A. Martin under date of August 16, 1962, does not reflect that the easement affects the property above described.
- 2: Ad valorem taxes for the year 1961 have been paid. Ad valorem taxes for the year 1962 are a lien on the property, but are not due and payable until January, 1963.
- 3: Mr. James A. Martin prepared a survey under date of August 16, 1962, and the dimensions reflected by said survey vary slightly from the dimensions in the contract of sale, which description appears hereinabove. Mr. Martin has set the Northwest corner of the property to be conveyed as 303.6 feet from the Southeast corner of the intersection of Victory Street with Court House Road. The North dimension of the property along Victory Street is shown to be 1048.5 feet; the dimension North and South along Loposser Street is shown to be 1261.8 feet; the dimension East and West along Perry Street is shown to be 1017.1 feet; and the dimension along the West line of said property is shown to be 1254.6 feet. The acreage as computed by Milton B. E. Hill amounts to 29.828 acres, and the purchase price to be paid to Mr. Rich is to be computed on that number of acres.
- 4: There will still remain a four foot (more or less) encroachment by a fence dividing the West margin of the property to be conveyed and the East margin of the Carter property as shown by Mr. Martin's survey. It is my opinion that a warranty deed in the usual form from Mr. Rich to the members of the Board of Trustees will vest in the Board of Trustees a good and merchantable fee simple record title to the 29.828 acres hereinabove described, subject only to the reservations shown above.

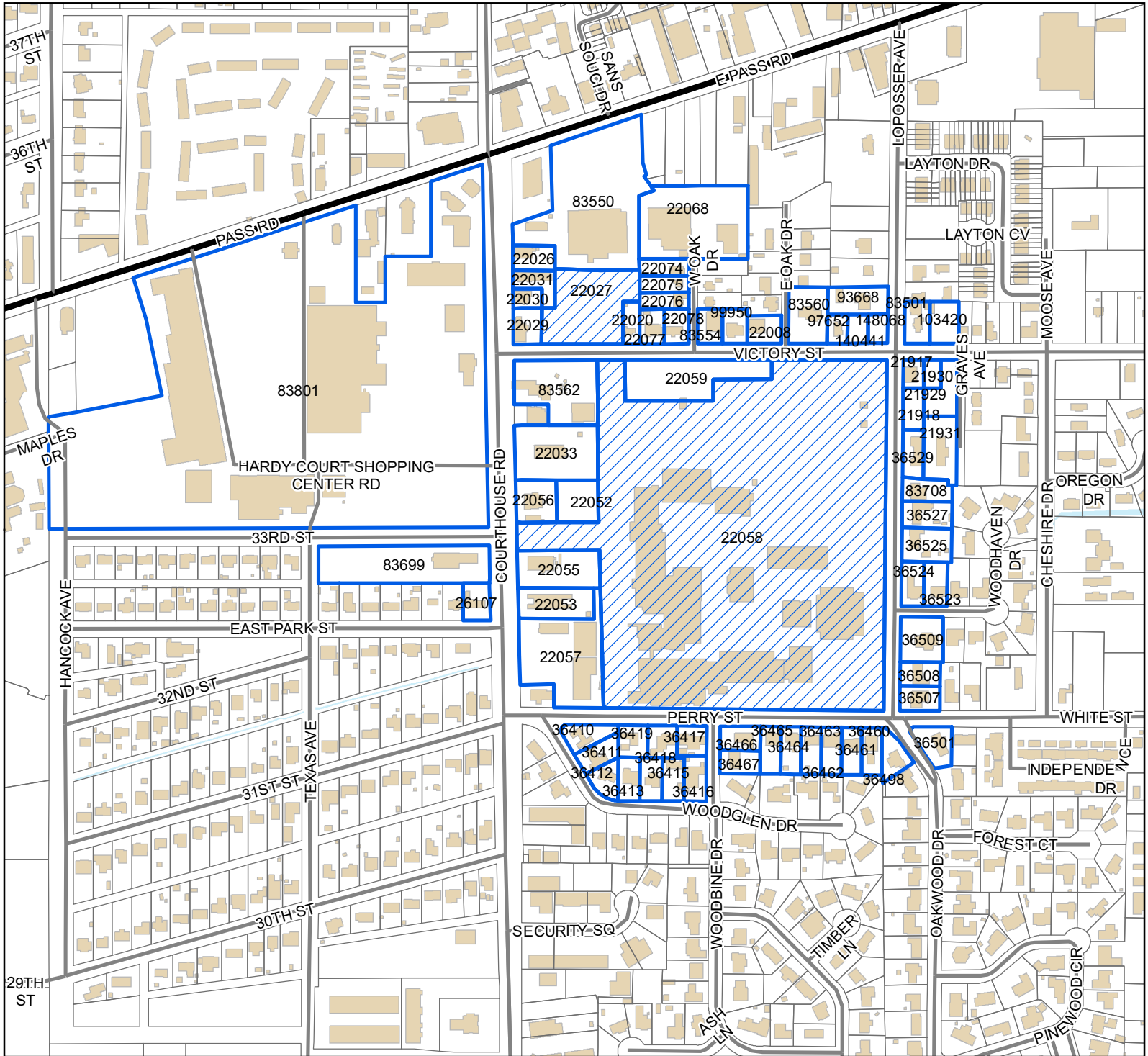
In accordance with request from Mr. Rich, I am preparing proper easement or right of way deed for entrance to the property from Court House Road, and I am now dealing directly with Mr. Jones, attorney for the Board of Supervisors, in this regard.

Very truly yours,


  
Owen T. Palmer, Jr.

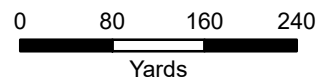
Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP	
Y		0910P-04-001.000	GULFPORT SCHOOL DISTRICT (OWNER)	2001 PASS ROAD	GULFPORT	MS	39501	
			MP DESIGN GROUP (AGENT)	918 HOWARD AVE STE F	BILOXI	MS	39530	
			<b>Adjacent Property Owners (2512ZB132)</b>					
	99951	0910I-03-029.002	D S LADNER HOLDINGS LLC	P O BOX 6546	GULFPORT	MS	39506	
	83560	0910I-03-040.000	DINKINS WAYNE	528 VICTORY STREET	GULFPORT	MS	39501	
	36529	0910P-01-023.000	HODGES LUCY B	16160 KENWOOD DR	GULFPORT	MS	39503	
	83708	0910P-01-024.000	MAHALAK MICHAEL L	550 LOPOSSER AVE	GULFPORT	MS	39507	
	83562	0910I-03-047.000	EAGLE ENERGY INC	P O BOX 6007	GULFPORT	MS	39506	
	36410	0910P-05-004.000	GREEN KRISNER	4 WOODGLEN DR	GULFPORT	MS	39507	
	36498	0910P-03-060.000	KINARD WINFORD O	296 OAKWOOD DRIVE	GULFPORT	MS	39503	
	36463	0910P-03-004.000	BURT MICHAEL HUGHES	113 PERRY ST	GULFPORT	MS	39501	
	36503	0910P-02-067.000	SIBLEY SUSAN P	211 PERR ST	GULFPORT	MS	39507	
	36419	0910P-05-003.000	NECAISE AVERIL CLEVELAND	11 PERRY ST	GULFPORT	MS	39507	
	36418	0910P-05-002.000	ALLEN BEATRICE JANE -TRUSTEE-	15 PERRY ST	GULFPORT	MS	39507	
	22077	0910I-03-021.000	MOORE KATHRYN	442 VICTORY ST	GULFPORT	MS	39507	
	21918	0910I-02-048.000	MCBRIDE TERENCE	8754 LYBROOK COVE WEST	CORDOVA	TN	38016	
	26107	0910O-01-033.000	HILL MICHAEL JOSEPH & ASHLEIGH R	10 E PARK ST	GULFPORT	MS	39507	
	83555	0910I-03-031.000	TOWLES BILLY R -L/E-	611 E OAK DR	GULFPORT	MS	39507	
	83699	0910O-01-003.000	HANCOCK BANK	C/O VEE SERVICES	DALLAS	TX	75230	
	36464	0910P-03-005.000	WHEELER JOHN	111 PERRY ST	GULFPORT	MS	39507	
N		22059	0910I-03-046.000	GULFPORT SCHOOL DISTRICT	2001 PASS RD	GULFPORT	MS	39501
		36417	0910P-05-001.000	NORDAN CURTIS JR	19 PERRY ST MC	GULFPORT	MS	39501
		22008	0910I-03-030.000	DANIELS-HINTON CARLIS A	514 VICTORY ST	GULFPORT	MS	39507
		83554	0910I-03-029.000	GRADY SHELDON B	101 SOUTH BURBANK APT #C54	MONTGOMERY	AL	36117
		97652	0910I-03-040.002	POUSSON CHRISTOPHER L	3525 LAKEVIEW CUTOFF ST	VIDOR	TX	77662
		36527	0910P-01-025.000	BRADEN TIMOTHY J & ANGELINA L	546 LOPOSSER AVE	GULFPORT	MS	39507
		36501	0910P-02-066.000	JONES ROY W JR & ELIZABETH L	295 OAKWOOD DR	GULFPORT	MS	39507
		36466	0910P-03-007.000	JANEWAY NORLITA M	4 WOODBINE DR	GULFPORT	MS	39507
		36462	0910P-03-003.000	SAVAGE ERIC D & RODGERS DEBRA	127 PERRY ST	GULFPORT	MS	39507
		36460	0910P-03-001.000	CODY MYRNA W -L/E-	139 PERRY ST	GULFPORT	MS	39507
		83501	0910I-02-020.000	COMERFORD ERIC	P O BOX 7272	GULFPORT	MS	39506
		22033	0910P-04-002.000	FRANCHISE REALTY INTERSTATE CO	TEN D ENTERPRISES	OCEAN SPRINGS	MS	39564
		21931	0910P-01-022.000	GRAVES DEBORAH	2066 54TH PLACE S APT 2	ST PETERSBURG	FL	33712
		36524	0910P-01-027.000	MOZINGO JOHN C JR & LINDA -TRUSTEES	100 WOODHAVEN DR	GULFPORT	MS	39501
		36523	0910P-01-028.000	MCRAE IAN & JULIANNA D	106 WOODHAVEN DR	GULFPORT	MS	39507
		36412	0910P-05-006.000	SMITH JUDITH A COON & SIDNEY H III	12 WOODGLEN DR	GULFPORT	MS	39501

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	36413	0910P-05-007.000	PEPPERMAN JENNIFER	18 WOODGLEN DRIVE	GULFPORT	MS	39501
	36499	0910P-03-059.000	DOSS ELIZABETH M & MICHAEL RAY	284 OAKWOOD DR	GULFPORT	MS	39507
	36415	0910P-05-009.000	BURGE MICHAEL S	28 WOODGLEN DR	GULFPORT	MS	39507
	36500	0910P-02-065.000	OWEN JOSEPH SAM SR & SHIRLEY ANN	PO BOX 673	GULFPORT	MS	4E+08
	22056	0910P-04-003.000	LI GONG FU & XING	825 COURTHOUSE RD	GULFPORT	MS	39507
	22052	0910P-04-004.000	THOMAS PRESS PROPERTIES LLC	944 CLEVELAND AVE	GULFPORT	MS	39507
	36509	0910P-01-042.000	LOWE CLIFFORD O & NATALIE SANDERS	101 WOODHAVEN DR	GULFPORT	MS	39507
N	36416	0910P-05-010.000	BURGE MICHAEL S	28 WOODGLEN DR	GULFPORT	MS	39507
	21917	0910I-02-047.000	SWAREK EMILY A	#8 BAYOU PLACE	GULFPORT	MS	39503
	36465	0910P-03-006.000	ORTIZ LISA D	11161 ALDEN DR	GULFPORT	MS	39503
	36525	0910P-01-026.000	MALLEY ALVA LYNN	544 LOPOSSER AVE	GULFPORT	MS	39507
	21929	0910I-02-045.000	S & S REAL ESTATE LLC	P O BOX 4406	BILOXI	MS	39538
	36461	0910P-03-002.000	MARY R MILSTED REVOCABLE TRUST	104 KAMBRY LEAH DR	HUNTSVILLE	AL	35811
	36522	0910P-01-029.000	PRODUCTIVE STEWARDSHIP REAL EST LLC	137 WOODHAVEN DR	GULFPORT	MS	39507
	22020	0910I-03-020.000	TOP ROCK HOLDINGS LLC	9366 STONE ROAD	GULFPORT	MS	39503
103420	0910I-02-021.000		REYNOLDS LILLIE MAE -ETAL-	4860 REGENCY TRACE	ATLANTA	GA	30331
	22078	0910I-03-022.000	HALE DAVID	P O BOX 2712	GULFPORT	MS	39505
	82107	0910I-03-047.001	MGH PROPERTIES LLC	558 COURTHOUSE RD	GULFPORT	MS	39507
	36510	0910P-01-041.000	HORY PAUL & JUDITH H	111 WOODHAVEN DR	GULFPORT	MS	39507
	36508	0910P-01-043.000	GARMAN LATORSHA MORGAN	506 LOPOSSER AVE	GULFPORT	MS	39507
	36506	0910P-01-045.000	BLUM TERESA	212 PERRY ST	GULFPORT	MS	39507
	36411	0910P-05-005.000	CRUTHIRDS COLTER	8 WOODGLEN DR	GULFPORT	MS	39507
	36467	0910P-03-008.000	SMITH DANNA V	12 WOODBINE DR	GULFPORT	MS	39507
	36414	0910P-05-008.000	ALLEN JEFFREY DAVID & LISA MARIE	20 WOODGLEN DR	GULFPORT	MS	39507
	36507	0910P-01-044.000	LADNER WARREN P	500 LOPOSSER AVE	GULFPORT	MS	39507
	22053	0910P-04-006.000	BUBBA OUSTALET ACADIAN REAL EST INC	P O BOX 260	JENNINGS	LA	70546
	22055	0910P-04-005.000	PARYAN INVESTMENTS LLC	12 53RD CIR	GULFPORT	MS	39507
	134976	0910I-02-019.001	PALMS LLC	16164 ORANGE GROVE RD	GULFPORT	MS	39503
N	22027	0910I-03-019.000	GULFPORT SCHOOL DISTRICT	P O BOX 220	GULFPORT	MS	39502
	93668	0910I-03-040.001	CORRERO PAUL JR & TINA LYNN	613 LOPOSSER ST	GULFPORT	MS	39507
	140441	0910I-03-040.003	ST JAMES CATHOLIC SCHOOL	603 WEST AVE	GULFPORT	MS	39507
	83801	0910O-01-001.000	HARDY COURT SHOPPING CENTER	P O BOX 1176	GULFPORT	MS	39502
	22057	0910P-04-007.000	COURTHOUSE PLAZA LLC	3425 WASHINGTON AVE	GULFPORT	MS	39507
N	148068	0910I-03-040.004	ST JAMES CATHOLIC SCHOOL	603 WEST AVE	GULFPORT	MS	39507
	22076	0910I-03-023.000	MS ROCK LLC	3827 NE 5TH ST	RENTONGAS	WA	98056



Legend

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



1 inch = 500 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.

## AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
51445	IPL0286358	Legal Ad - IPL0286358		1.0	79.0L

ATTENTION: GULFPORT URBAN DEVELOPMENT IP  
 PO BOX 1780  
 GULFPORT, MS 39502  
 accounts payable@gulfport-ms.gov; sasmith@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 Zoning Board of Adjustment and Appeals will hold a public hearing in the City of Gulfport, Mississippi at 3:00 PM., Thursday, November 20, 2025 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 the first floor of the William H. Hardy Building, 1410 24th Avenue.

**Special Exception 2511SE126**  
 by agent Timmthy Wilks, seeking approval for an assisted living facility, Tax Parcel 0710H-03-006.000, 3601 Meadowlark Drive, Zoned R-1-5 (Single-Family), Ward 3

**Variance 2511ZB129**, by owners Alexander and Michael Rivera, seeking approval for a secondary frontage setback of 8 feet & 8 inches where 25 feet is required for their proposed attached addition, Tax Parcel 0808E-01-064.000, 15372 Dellwood Cove, Zoned R-1-10 (Single-Family), Ward 7

**Variance 2511ZB130**, by owners Alexander and Michael Rivera, seeking approval for a primary frontage setback of 23 feet & 7 inches where 25 feet is required for their proposed attached addition, Tax Parcel 0808E-01-064.000, 15372 Dellwood Cove, Zoned R-1-10 (Single-Family), Ward 7

**Variance 2511ZB131**, by agent Fountain & Associates LLC, seeking approval to submit a Planned Building Group application for property with 1.814 acres where ordinance requires 2 acres for application submission, Tax Parcels 1010G-03-016.002, 1010G-03-016.003, Cotton Drive, Dudley Street, Zoned T4+ (General Urban Zone "Plus"), Ward 2

**Variance 2512ZB132**, by agent MP Design Group, seeking approval for 935 regular parking spaces where 1643 are required, Tax Parcels 0910P-04-001.000, 0910I-03-019.000, 100 Perry Street, Victory Street, Zoned R-1-7.5 (Single-Family), B-2 (General Business), Ward 2

**Variance 2512ZB133**, by agent MP Design Group, seeking approval for a 10-foot front yard setback where 25 feet is required, Tax Parcel 0910P-04-001.000, 100 Perry Street, Zoned R-1-7.5 (Single-Family), Ward 2

This the 29th day of October 2025  
 Nathan Boddie, Chairman  
 City of Gulfport Zoning Board of Adjustment and Appeals  
 IPL0286358  
 Nov 5 2025

STATE OF MISSISSIPPI  
 COUNTY OF HARRISON

Before me, the undersigned Notary personally appeared the undersigned, who, being by me first duly sworn, did depose and say that he/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:

1.0 insertion(s) published on:  
 11/05/25 Print

[Print Tearsheet Link](#)

[Marketplace Link](#)

*Sherry Chasteen*



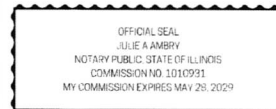
Sherry Chasteen

*Julie A Ambry*



Sworn to and subscribed before  
 me on

Nov 5, 2025, 10:09 AM EST



Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNIX\*



URBAN DEVELOPMENT  
PLANNING & ZONING  
PO BOX 1780 | GULFPORT, MS | 1410 24<sup>TH</sup> AVENUE  
228.868.5710 | [PLANNERS@GULFPORT-MS.GOV](mailto:PLANNERS@GULFPORT-MS.GOV)

## ZONING BOARD OF ADJUSTMENT AND APPEALS

---

**Hearing Date: Thursday, November 20, 2025**

**Variance 2512ZB133: Variance 2512ZB133, by agent MP Design Group, seeking approval for a 10-foot front yard setback where 25 feet is required, Tax Parcel 0910P-04-001.000, 100 Perry Street, Zoned R-1-7.5 (Single-Family), Ward 2**

# Technical Report

## VARIANCE

### GENERAL INFORMATION

Case File Number: 2512ZB133

Hearing Date: November 20, 2025

Current Zoning/Use: R-1-7.5 / School

Legal: Variance 2512ZB133, by agent MP Design Group, seeking approval for a 10-foot front yard setback where 25 feet is required, Tax Parcel 0910P-04-001.000, 100 Perry Street, Zoned R-1-7.5 (Single-Family), Ward 2

### TECHNICAL DETAILS

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

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

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

# Technical Report

## VARIANCE

The applicant requests a variance to allow for a 10-foot front setback where 25 feet is required place structures related to an entrance, concessions and bathrooms. This is related to the renovations that Gulfport High School is making to their sports field.

- (a) The applicant notes that the property has been a fully developed school campus. This statement is true; however, it should be noted that the site plan indicates that this setback petition is being done to increase the amount of space people can queue up for concessions.
- (b) The applicant states that they are limited by the location of the athletic track, which has been in the same location for over 30 years. This statement is true as the school has been a present for quite some time in that location.
- (c) This variance is requested to help facilitate hosting more events related to school on site rather than off campus. A change to the ordinance may offer a reasonable solution to this circumstance.
- (d) The applicant does not address the question regarding the literal interpretations of the ordinance. The need for this variance is caused by the fact that this property fronts several different streets, and as such, the setback requirement for a frontage is shown to be the hardship. If this property were not a corner lot, this variance would not be required. It is noted that there are several structures on corner lots that do not meet the 25-foot setback requirement, however it should be noted that these are pre-existing houses. The scope of this petition would be considered much different from the structures and as such it should be considered that approval of this petition would establish precedence.
- (e) The applicant believes that no special rights would be granted to them. As stated prior, there are several structures on corner lots that do not meet the 25-foot setback requirement, however it should be noted that these are pre-existing houses. The scope of this petition would be considered much different from the structures and as such it should be considered that approval of this petition would establish precedence.
- (f) This property is zoned R-1-7.5, and an accessory structure is allowed by right.

### **EXECUTIVE SUMMARY**

The five criteria for hardship have not been met. The applicant requests a variance to allow for a 10-foot front setback where 25 feet is required to place structures related to an entrance, concessions and bathrooms. The applicant is Gulfport High School, and this is being done to help facilitate more on campus hosting of activities. Approval of this petition would establish precedence in this area however, as there are no structures with a similar scope in the surrounding space.

Any approval should consider these conditions:

1. Allows for a frontage setback of 10 feet.
2. Must meet all Planning and Zoning rules and regulations.

### **DEPARTMENTAL CONDITIONS**

#### **Engineering:**

No conditions. Memo dated 11/06/2025.

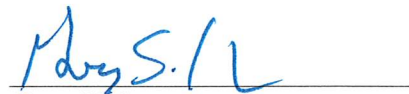
# Technical Report

## VARIANCE

<b><u>Public Works:</u></b>	No conditions. Memo dated 11/06/2025.
<b><u>Traffic and Safety:</u></b>	No conditions. Memo dated 11/06/2025.
<b><u>Building Code Services:</u></b>	Must comply with all current Building Codes and City of Gulfport Ordinances. Memo dated 10/30/2025.
<b><u>GIS:</u></b>	No conditions. Memo dated 11/06/2025.
<b><u>Police Department:</u></b>	No comment as of 11/10/2025.
<b><u>Fire Department:</u></b>	No conditions. Memo dated 10/30/2025.
<b><u>City Arborist:</u></b>	No conditions. Memo dated 10/31/2025.
<b><u>Landscape Manager:</u></b>	No conditions. Memo dated 10/31/2025.

### ***DIRECTOR APPROVAL***

This report has been reviewed and approved by:

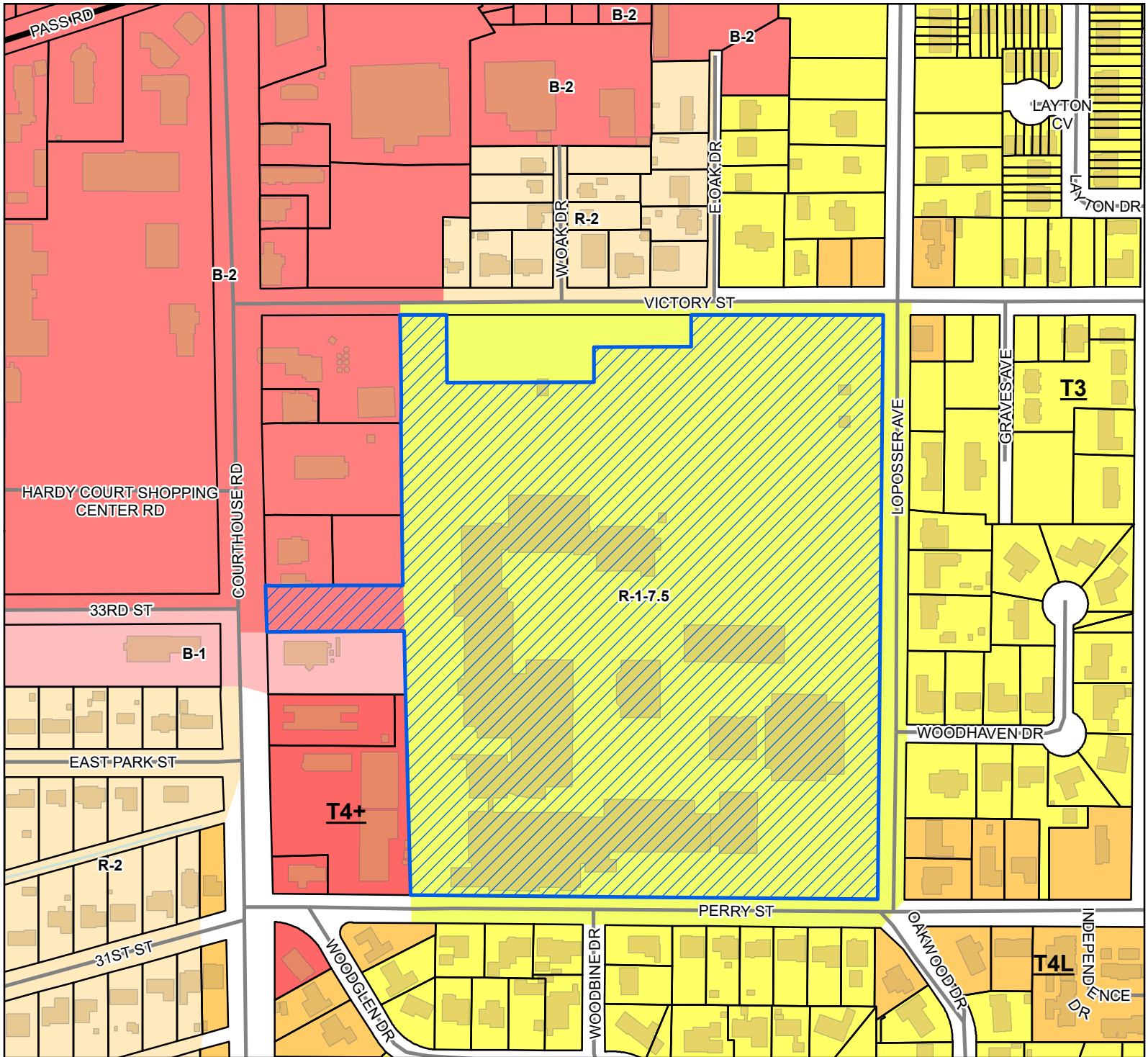


Greg Holmes

Director of Urban Development Department

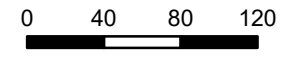
# 2512ZB133

# Variance



- Site
- US or State Highway
- Street
- Parcels
- Buildings
- Water Features
- City Limit
- Smart Code**
  - T4+
  - T4L
  - T3
- Zoning**
  - B-1 - Neighborhood Business District
  - B-2 - General Business District
  - R-1-7.5 - Single Family Residence District (Low Density)
  - R-2 - Single Family Residence District (Medium Density)

**Site Information**  
0910P-04-001.000  
Zoning: R-1-7.5 (Single Family)  
Size: 28.5 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.





**DESIGNATION OF AGENT**

I, Glen East being property owner of 0910P-04-001.000  
PRINT NAME PRIMARY ADDRESS OR PARCEL

which is the subject of this application hereby authorize MP Design Group to act as  
PRINT NAME  
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 or said petition.

Glen V. East  
SIGNATURE

10/8/25  
DATE

**STATE OF MISSISSIPPI | COUNTY OF HARRISON**

Given under my hand and seal of office this the 8 day of October, 2025

Courtney N. Simon  
NOTARY PUBLIC





# COVENANT AFFIDAVIT

I, Glen East being property owner or agent of the property 0910-P-04-001.000  
PRINT NAME PRIMARY ADDRESS OR PARCEL

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

Glen V. East  
SIGNATURE

10/8/25  
DATE

## STATE OF MISSISSIPPI | COUNTY OF HARRISON

Given under my hand and seal of office this the 8 day of October, 2025

Courtney N. Simon  
NOTARY PUBLIC

COMMISSION EXPIRATION





October 8th, 2025

City of Gulfport  
Urban Development – Planning Division  
1410 24<sup>th</sup> Avenue  
Gulfport, MS 39501

**RE:** GHS Athletic Upgrades – Front Setback Variance Request  
MP Project No.: 247.25.001

Please find the following responses to the required variance questions below:

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

*The property is unique because it is a fully developed high school campus with educational and extracurricular facilities. The applicant is pursuing this project because they have the opportunity eliminate the transportation and logistical requirements associated with hosting athletic events at an off-campus location. The location of the existing field, athletic track, and building beyond the south endzone necessitate the need for the variance.*

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

*The applicant is limited by the location of the athletic track, which has been in the same location for over 30 years.*

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

*The goal of the applicant is to reduce the amount of off-campus athletic and extracurricular events they are required to host. The high school campus is almost fully developed including an existing football field and athletic track that this project will be built around. The primary entrance including the concession and bathroom building must be built beyond the north endzone due to the presence of existing building beyond the south endzone and the need to circulate home and visitor spectators to the correct seating areas. The concession and bathroom building cannot encroach on the track, and there must be enough space between the building and the track to allow for appropriate spectator circulation. This issue is unique to the applicant given the intended use of the facility.*

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

*The reduction in required setback allows for the appropriate circulation of spectators through the entrance and to concessions and bathrooms with respect to the constraints provided by the athletic track.*

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

*The applicant, Gulfport School District, is a unique entity, and the project is a unique project. Because the current and future use for the facility is a high school athletic stadium, the applicant will receive no special benefit that others cannot receive.*

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

*The proposed use is permissible by right.*

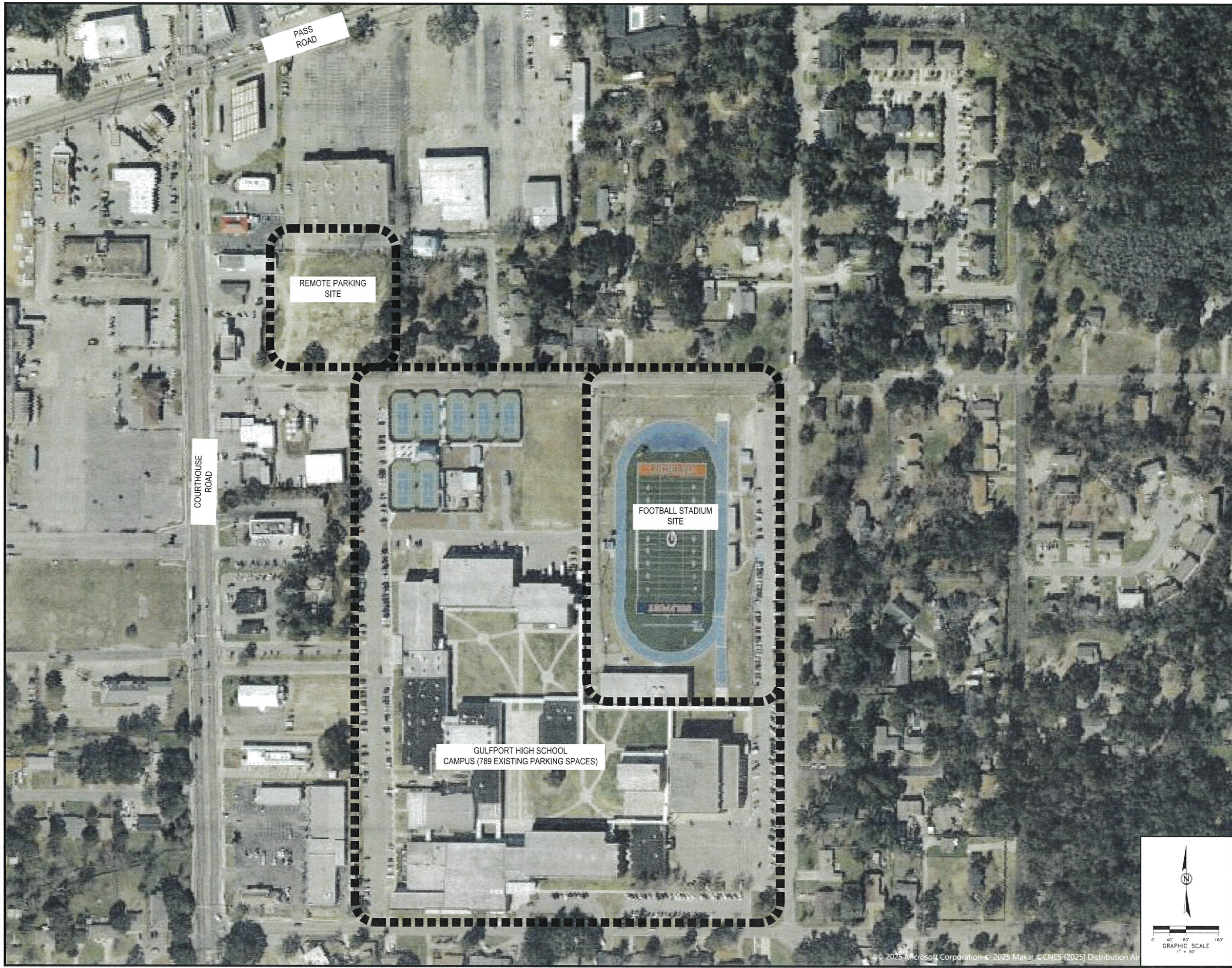
Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,  
**MP DESIGN GROUP**



Jack Schmidt, PE  
Civil Engineer  
[jschmidt@mpdesigngroup.us](mailto:jschmidt@mpdesigngroup.us)  
228-388-1950

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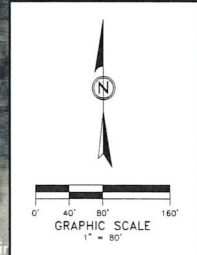
COURTHOUSE ROAD

PASS ROAD

REMOTE PARKING SITE

FOOTBALL STADIUM SITE

GULFPFORT HIGH SCHOOL CAMPUS (789 EXISTING PARKING SPACES)



**MP**  
DESIGN GROUP

MACRADO FATANO KILPATRICK JONES

918 Howard Ave Suite F  
Biloxi, Mississippi 39530  
P: 228.386.1930  
www.mpdesigngroup.us

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**GULFPFORT SCHOOL DISTRICT  
ATHLETICS UPGRADES**  
100 PERRY STREET  
GULFPFORT, MS 39507

SCALE: AS SHOWN  
PROJECT NO: 0247.25.001  
DRAWN BY: BJS  
CHECKED BY: BJS

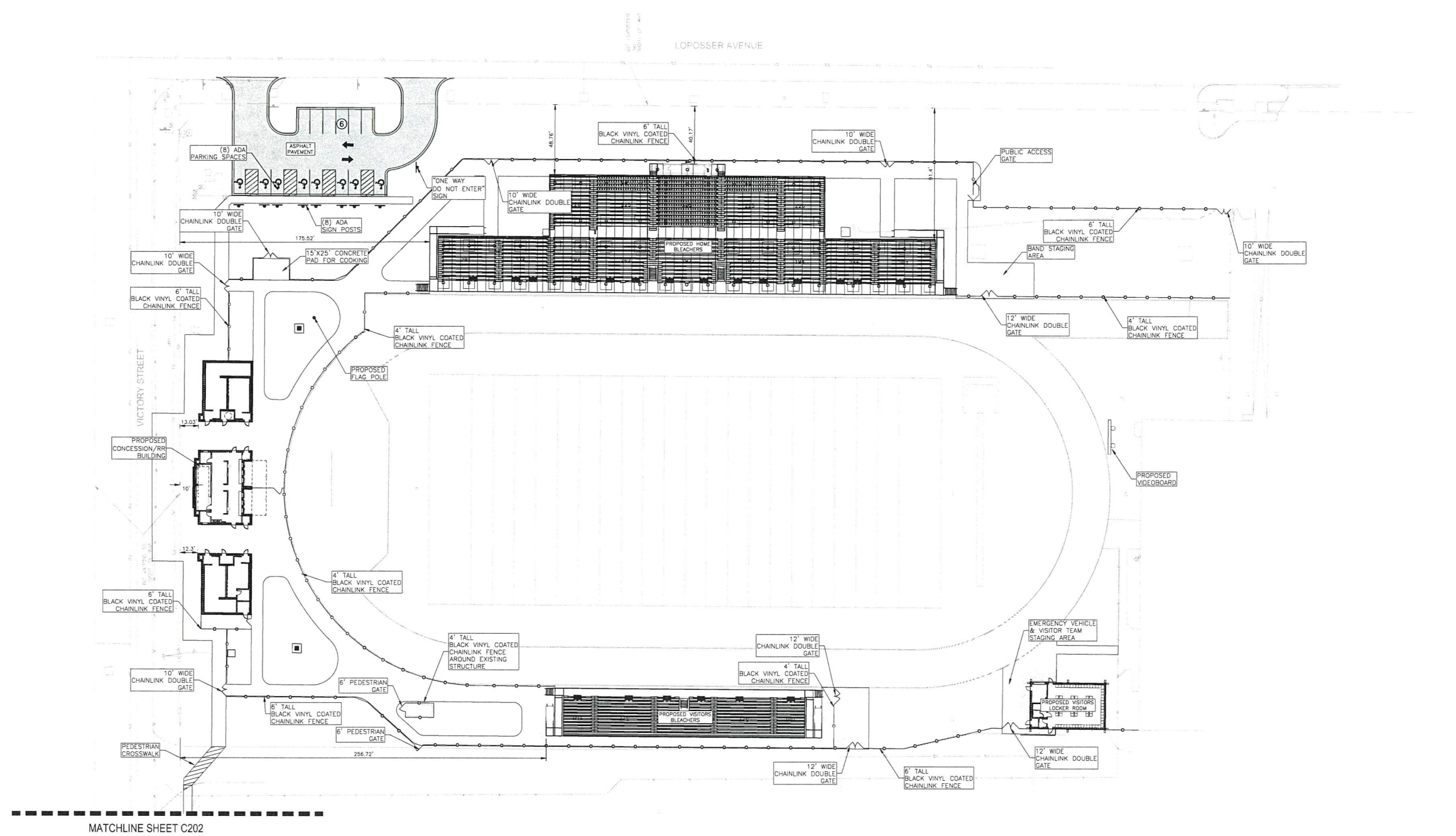
**SITE VICINITY MAP**

NO.	DATE	REVISION / SUBMITTAL

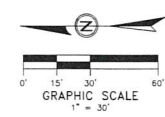
**C002**

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MATCHLINE SHEET C202



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**GULFPORT SCHOOL DISTRICT  
 ATHLETICS UPGRADES  
 100 PERRY STREET  
 GULFPORT, MS 39507**

SCALE: AS SHOWN  
 PROJECT NO: 0247.25.001  
 DRAWN BY: BJS  
 CHECKED BY: BJS

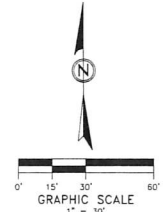
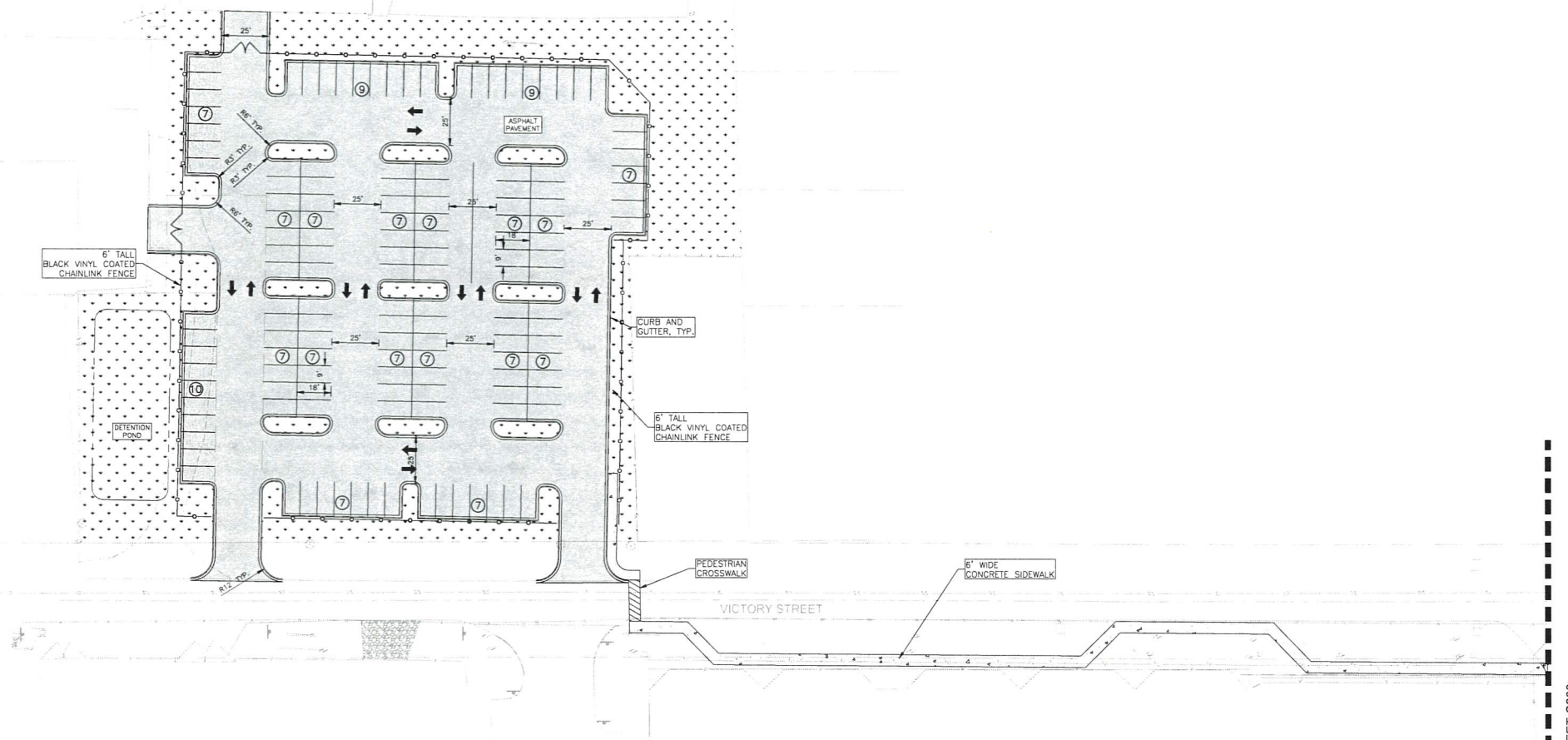
CIVIL SITE PLAN

NO.	DATE	REVISION / SUBMITTAL

**C200**  
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THE ORIGINAL, DATED AND SCALED ENGINEERING PLANS ARE THE OFFICIAL DOCUMENTS SUBMITTED TO THE APPROVING AUTHORITY FOR THESE PLANS. CONTRACTOR / SUBCONTRACTOR / ANNOTATOR SHALL VERIFY ALL CONDITIONS OR RESTRICTIONS THAT MAY HAVE BEEN REQUIRED BY THE APPROVING AUTHORITY OR APPROVED BY THE REGISTERED ENGINEER OF RECORD. IF DISCREPANCIES OCCUR, THE ORIGINAL, DATED, AND SCALED ENGINEERING PLAN SET SHALL PREVAIL OVER ANY OTHER PLANS. THE DRAWINGS, REVISIONS, AND NOTES THAT APPEAR ON THIS SHEET ARE COMPILED BY MACHADO PATANO FELTRICK JONES AND SHALL BE USED AS THE BASIS OF THE CONSTRUCTION.

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**MP**  
DESIGN GROUP

MACRADO PATANO PATRICK JONES  
 918 Howard Ave Suite F  
 Biloxi, Mississippi 39530  
 P: 228.388.1950  
 www.mpdesigngroup.us

YOUR PROJECT OUR PRIORITY. NO EXCUSES.

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**GULFPORT SCHOOL DISTRICT**  
**ATHLETICS UPGRADES**  
 100 PERRY STREET  
 GULFPORT, MS 39507

SCALE: AS SHOWN  
 PROJECT NO: 024725.001  
 DRAWN BY: YYY  
 CHECKED BY: ZZZ

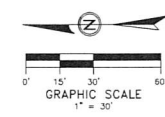
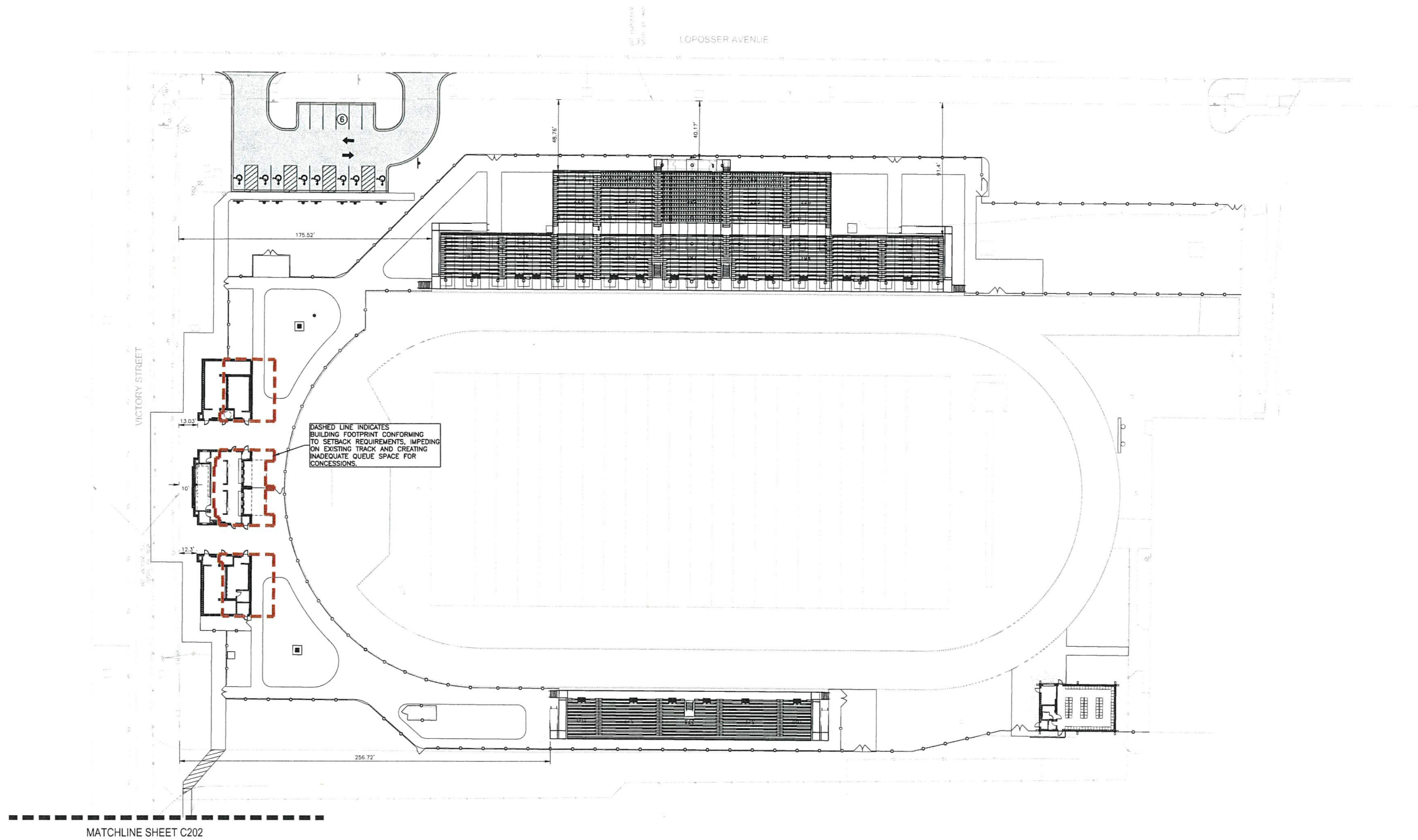
CIVIL SITE PLAN  
 REMOTE PARKING LOT

NO.	DATE	REVISION / SUBMITTAL

**C202**

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**MP**  
 DESIGN GROUP

MACHADO PATANO BELFATICO JONES

916 Howard Ave Suite F  
 Biloxi, Mississippi 39530  
 P: 228.388.1950  
 www.mpdesigngroup.us

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**GULFPORT SCHOOL DISTRICT  
 ATHLETICS UPGRADES  
 100 PERRY STREET  
 GULFPORT, MS 39507**

SCALE: AS SHOWN  
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CIVIL SITE EXHIBIT

NO.	DATE	REVISION / SUBMITTAL

**EX-01**

VERIFY SCALES  
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STATE OF MISSISSIPPI

COUNTY OF HARRISON

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of One Hundred Four  
Thousand, Three Hundred, Ninety-Eight and No/100 Dollars (\$104,398.00),  
cash in hand paid, the receipt of which is hereby acknowledged, I, WM. H.  
RICH, do hereby sell, convey and warrant unto JAMES S. EATON, GEORGE  
M. OWEN, A. L. GREEN, EARL C. GAY, and MRS. CHARLES R. STOREY,  
TRUSTEES OF THE GULFPORT MUNICIPAL SEPARATE SCHOOL DISTRICT  
OF HARRISON COUNTY, MISSISSIPPI, and their successors in office as such,  
the following described property situated in Harrison County, Mississippi,

to-wit:

Commence at the Southwest corner of the Southeast Quarter  
(SE 1/4) of Section Thirty-Six (36), Township Seven (7) South,  
Range Eleven (11) West, Harrison County, Mississippi; thence  
run East 311.2 feet to a point; thence run North 1570.9 feet,  
more or less, to a point on the North margin of Perry Street,  
said point being the point of beginning of the property hereinafter  
described, said point being 300 feet from the East margin of  
Court House Road; thence from said point of beginning, run  
South 89°11' East 1017.1 feet along the North margin of Perry  
Street to a point which marks the intersection of the North  
margin of Perry Street with the West margin of a public road  
sometimes called Lopper Street; thence run North 00°51'  
East 1261.8 feet along the West margin of Lopper Street to a  
point which marks the intersection of the West line of Lopper  
Street with the South line of Victory Street; thence run North  
89°36' West 1048.5 feet along the South line of Victory Street to  
a point; thence run South 00°35' East 1254.6 feet, more or less,  
to the point of beginning. Said parcel of land being 29.828 acres,  
more or less.

The above described property is not the homestead of the grantor or  
any part thereof, being unimproved lands.

Ad valorem taxes for the year 1962 have been prorated and are assumed by the grantees.

WITNESS my signature this the \_\_\_\_\_ day of September, A. D., 1962.

\_\_\_\_\_  
WM. H. RICH

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the aforesaid County and State, WM. H. RICH, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and official seal of office this the \_\_\_\_\_ day of September, A. D., 1962.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Gulfport Municipal Separate School District

Gulfport High School

24SD-B-23 SEFC Project Number

## ATTORNEY'S CERTIFICATE OF TITLE

I, the undersigned attorney at law, do hereby certify that I have examined the evidences of title pertaining to real property, more particularly pertaining to the hereinafter described real property, as of record in the public records of the First Judicial District of Harrison County, State of Mississippi, for a period of time of more than thirty-five (35) years immediately preceding the date hereof, but including records pertaining to parting of title to said land by the sovereign, and it is my opinion that George Schloegel, Holton Turnbough, Milton S. Nowell, Mrs. R. I. Bradford, and Bobby Lee Darden

Trustees of Gulfport Municipal Separate School District, are the owners in fee simple, subject only to the liens, encumbrances, and other exceptions hereinafter noted, of the following described land, lying and being situated in \_\_\_\_\_ County, Mississippi:

(If description is too long to be contained in this space, please attach separate sheet hereto.)

Commence at the Southwest corner of the Southeast Quarter (SE 1/4) of Section Thirty-Six (36), Township Seven (7) South, Range Eleven (11) West, Harrison County, Mississippi; thence run East 311.2 feet to a point; thence run North 1570.9 feet, more or less, to a point on the North margin of Perry Street, said point being the point of beginning of the property hereinafter described, said point being 300 feet from the East margin of Courthouse Road; thence from said point of beginning, run South 89° 11' East 1017.1 feet along the North margin of Perry Street to a point which marks the intersection of the North margin of Perry Street with the West margin of a public road sometimes called Lopper Street; thence run North 00° 51' East 1261.8 feet along the West margin of Lopper Street to a point which marks the intersection of the West line of Lopper Street with the South line of Victory Street; thence run North 89° 36' West 1048.5 feet along the South line of Victory Street to a point; thence run South 00° 35' East 1254.6 feet, more or less, to the point of beginning. Said parcel of land being 29.828 acres, more or less.

Less and except a parcel of land described as commencing at the Southwest corner of the intersection of a county road sometimes referred to as Victory Street running Easterly and Westerly and a county road sometimes referred to as Lopper Road running North and South; thence West along the South margin of Victory Street 418.50 feet to the point of beginning; thence South 83 feet; thence West 210 feet; thence South 62 feet; thence West 320 feet; thence North 145 feet, more or less, to the South margin of Victory Street; thence East along the South margin of Victory Street a distance of 530 feet to the point of beginning.

The only liens, encumbrances and exceptions applicable hereto are as follows:

1. TAXES AND SPECIAL ASSESSMENTS:

(a) All paid up through the year 1978

(b) Unpaid taxes and/or special assessments: None

(c) Taxes and/or assessments payable in future, including drainage districts:

tax exempt

2. MORTGAGES, DEEDS OF TRUST AND VENDORS LIENS, and UNREDEEMED TAX SALES:  
(Give names of all parties, amounts, dates, book and page where recorded, with like information about any assignments.)

None

3. RESTRICTIONS, COVENANTS AND ZONING ORDINANCES: Are there any? Yes  
Zoning Ordinances only (do not affect construction and operation of schools)  
Attach verbatim copy. Date filed \_\_\_\_\_ Recorded Book \_\_\_\_\_ Page \_\_\_\_\_

(a) State whether violated or not No

(b) Do restrictions contain a reversionary or forfeiture clause? No

(c) If so, has same been released? N/A (Attach release instrument showing date filed, book and page where recorded.)

4. Does recorded plat show building restriction line or easements. None

Describe: \_\_\_\_\_

5. OIL AND MINERAL RIGHTS AND LEASES OUTSTANDING:

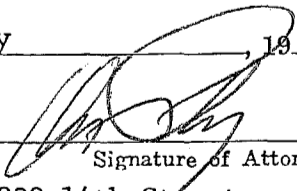
None

6. OTHER DEFECTS, LIENS, AND OBJECTIONS (Where any, check items and describe below or attach rider) Undersigned certifies items NOT checked as clear.

- (a)  Mechanics and Materialmen's liens of record
- (b)  Judgments
- (c)  Estates and Decedent's Debts
- (d)  Easements and Party Wall Agreements
- (e)  Bankruptcy Proceedings
- (f)  Lis Pendens Record
- (g)  Federal Tax Liens
- (h)  Recorded or known unrecorded leases
- (i)  Encroachments
- (j)  No improvements during statutory lien period
- (k)  Improvements during lien period, but Affidavit(s) attached
- (l)  Matters not listed I cannot certify as to easements or encroachments not of record as no current survey is available for inspection.

I know of no fact not of record or not properly of record which indicates that the status of the property herein described is different from that as shown therein.

WITNESS my hand this the 15th day of May, 1979, at 5:00 P.M.

  
\_\_\_\_\_  
Signature of Attorney at Law  
2209 14th Street  
Gulfport, Mississippi 39501  
\_\_\_\_\_  
Address  
Owen T. Palmer, Jr.  
Palmer & Gaines

OWEN T. PALMER, JR.

ATTORNEY AT LAW

2209 FOURTEENTH STREET

GULFPORT, MISSISSIPPI

September 7, 1962

Board of Trustees  
Gulfport Municipal Separate School District  
Gulfport, Mississippi

Re: Commence at the Southwest corner of the intersection of County Road sometimes referred to as Victory Street running Easterly and Westerly, and County Road sometimes referred to as Loposser Road running North and South; thence from said point of beginning, run Westerly along the South margin of the said Victory Street a distance of 1,046 feet, more or less, to a point which is due North of the East property line of lands of Carver; thence run Southerly to the Northeast corner of the Carver property; thence run Southerly along the East fence line of the Carver property and extension thereof to a point in the North margin of a County Road running Easterly and Westerly; thence run East along the North margin of said County Road to a point which marks the intersection of the North margin of said County Road with the West margin of the aforesaid Loposser Road; thence run North along the West margin of said Loposser Road a distance of 1,456 feet, more or less, to the point of beginning.

---

Gentlemen:

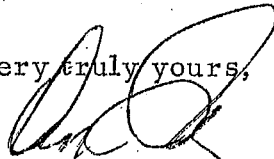
I have made a careful examination of Abstract of Title No. 61-21 prepared by Home Abstract Company and brought down to date of April 3, 1961, and Supplemental Abstract of Title No. 20,156 prepared by Mississippi Abstract, Title & Guaranty Company from the aforesaid date to the 6th day of August, 1962; and from said examination, it is my opinion that a good and merchantable fee simple record title in and to said property is vested in Wm. H. Rich, subject to the following reservations and exceptions, to-wit:

9/7/62

- 1: Right of way easement granted by Properties Company, Inc. to Mississippi Power Company recorded in Book 235 on pages 455-456 of the Harrison County Deed Records. The survey prepared by James A. Martin under date of August 16, 1962, does not reflect that the easement affects the property above described.
- 2: Ad valorem taxes for the year 1961 have been paid. Ad valorem taxes for the year 1962 are a lien on the property, but are not due and payable until January, 1963.
- 3: Mr. James A. Martin prepared a survey under date of August 16, 1962, and the dimensions reflected by said survey vary slightly from the dimensions in the contract of sale, which description appears hereinabove. Mr. Martin has set the Northwest corner of the property to be conveyed as 303.6 feet from the Southeast corner of the intersection of Victory Street with Court House Road. The North dimension of the property along Victory Street is shown to be 1048.5 feet; the dimension North and South along Loposser Street is shown to be 1261.8 feet; the dimension East and West along Perry Street is shown to be 1017.1 feet; and the dimension along the West line of said property is shown to be 1254.6 feet. The acreage as computed by Milton B. E. Hill amounts to 29.828 acres, and the purchase price to be paid to Mr. Rich is to be computed on that number of acres.
- 4: There will still remain a four foot (more or less) encroachment by a fence dividing the West margin of the property to be conveyed and the East margin of the Carter property as shown by Mr. Martin's survey. It is my opinion that a warranty deed in the usual form from Mr. Rich to the members of the Board of Trustees will vest in the Board of Trustees a good and merchantable fee simple record title to the 29.828 acres hereinabove described, subject only to the reservations shown above.

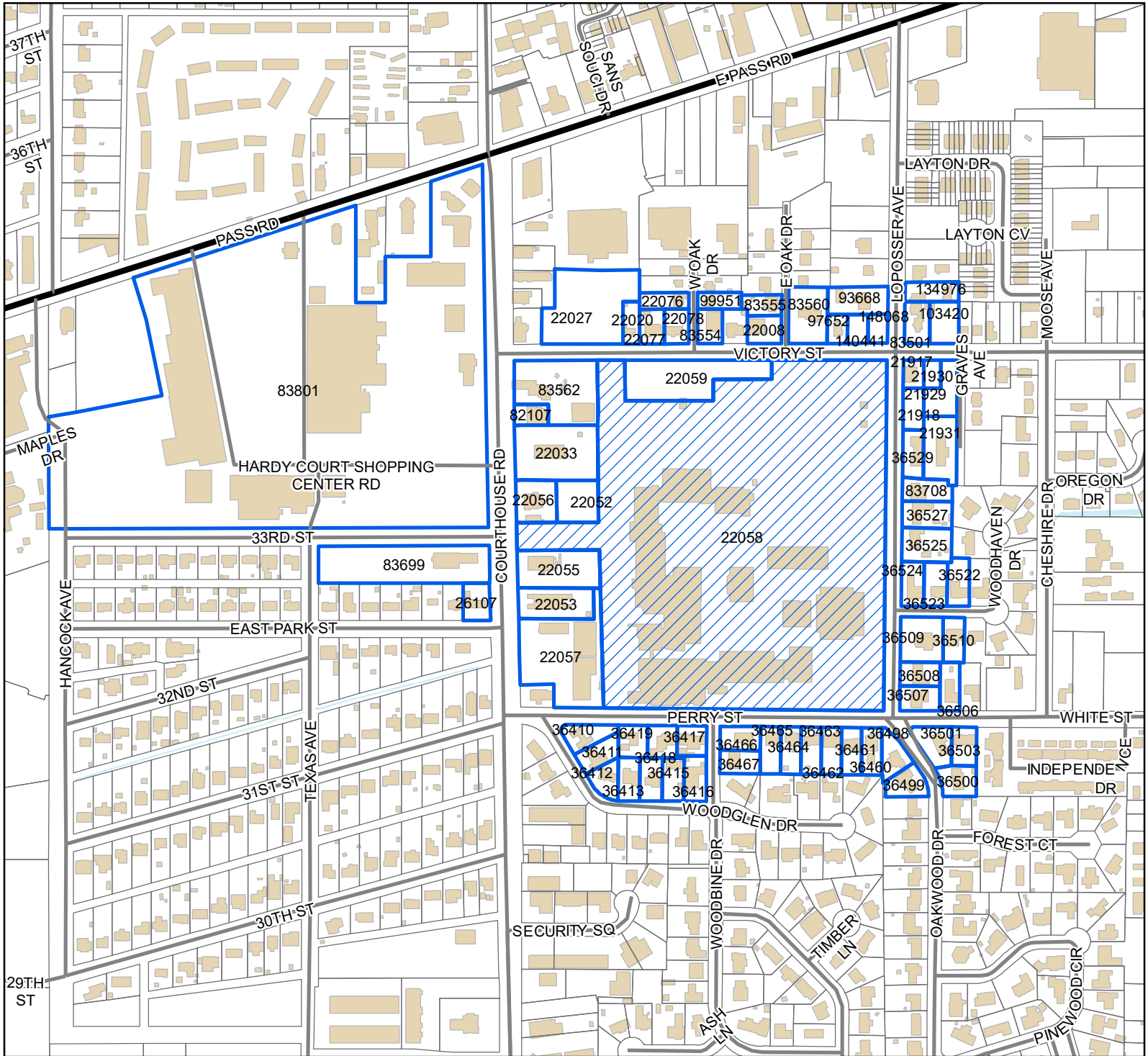
In accordance with request from Mr. Rich, I am preparing proper easement or right of way deed for entrance to the property from Court House Road, and I am now dealing directly with Mr. Jones, attorney for the Board of Supervisors, in this regard.

Very truly yours,

  
Owen T. Palmer, Jr.

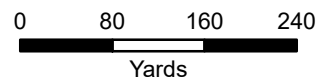
Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP	
Y		0910P-04-001.000	GULFPORT SCHOOL DISTRICT (OWNER)	2001 PASS ROAD	GULFPORT	MS	39501	
			MP DESIGN GROUP (AGENT)	918 HOWARD AVE STE F	BILOXI	MS	39530	
			<b>Adjacent Property Owners (2512ZB133)</b>					
	99951	0910I-03-029.002	D S LADNER HOLDINGS LLC	P O BOX 6546	GULFPORT	MS	39506	
	83560	0910I-03-040.000	DINKINS WAYNE	528 VICTORY STREET	GULFPORT	MS	39501	
	36529	0910P-01-023.000	HODGES LUCY B	16160 KENWOOD DR	GULFPORT	MS	39503	
	83708	0910P-01-024.000	MAHALAK MICHAEL L	550 LOPOSSER AVE	GULFPORT	MS	39507	
	83562	0910I-03-047.000	EAGLE ENERGY INC	P O BOX 6007	GULFPORT	MS	39506	
	36410	0910P-05-004.000	GREEN KRISNER	4 WOODGLEN DR	GULFPORT	MS	39507	
	36498	0910P-03-060.000	KINARD WINFORD O	296 OAKWOOD DRIVE	GULFPORT	MS	39503	
	36463	0910P-03-004.000	BURT MICHAEL HUGHES	113 PERRY ST	GULFPORT	MS	39501	
	36503	0910P-02-067.000	SIBLEY SUSAN P	211 PERR ST	GULFPORT	MS	39507	
	36419	0910P-05-003.000	NECAISE AVERIL CLEVELAND	11 PERRY ST	GULFPORT	MS	39507	
	36418	0910P-05-002.000	ALLEN BEATRICE JANE -TRUSTEE-	15 PERRY ST	GULFPORT	MS	39507	
	22077	0910I-03-021.000	MOORE KATHRYN	442 VICTORY ST	GULFPORT	MS	39507	
	21918	0910I-02-048.000	MCBRIDE TERENCE	8754 LYBROOK COVE WEST	CORDOVA	TN	38016	
	26107	0910O-01-033.000	HILL MICHAEL JOSEPH & ASHLEIGH R	10 E PARK ST	GULFPORT	MS	39507	
	83555	0910I-03-031.000	TOWLES BILLY R -L/E-	611 E OAK DR	GULFPORT	MS	39507	
	83699	0910O-01-003.000	HANCOCK BANK	C/O VEE SERVICES	DALLAS	TX	75230	
	36464	0910P-03-005.000	WHEELER JOHN	111 PERRY ST	GULFPORT	MS	39507	
N		22059	0910I-03-046.000	GULFPORT SCHOOL DISTRICT	2001 PASS RD	GULFPORT	MS	39501
		36417	0910P-05-001.000	NORDAN CURTIS JR	19 PERRY ST MC	GULFPORT	MS	39501
		22008	0910I-03-030.000	DANIELS-HINTON CARLIS A	514 VICTORY ST	GULFPORT	MS	39507
		83554	0910I-03-029.000	GRADY SHELDON B	101 SOUTH BURBANK APT #C54	MONTGOMERY	AL	36117
		97652	0910I-03-040.002	POUSSON CHRISTOPHER L	3525 LAKEVIEW CUTOFF ST	VIDOR	TX	77662
		36527	0910P-01-025.000	BRADEN TIMOTHY J & ANGELINA L	546 LOPOSSER AVE	GULFPORT	MS	39507
		36501	0910P-02-066.000	JONES ROY W JR & ELIZABETH L	295 OAKWOOD DR	GULFPORT	MS	39507
		36466	0910P-03-007.000	JANEWAY NORLITA M	4 WOODBINE DR	GULFPORT	MS	39507
		36462	0910P-03-003.000	SAVAGE ERIC D & RODGERS DEBRA	127 PERRY ST	GULFPORT	MS	39507
		36460	0910P-03-001.000	CODY MYRNA W -L/E-	139 PERRY ST	GULFPORT	MS	39507
		83501	0910I-02-020.000	COMERFORD ERIC	P O BOX 7272	GULFPORT	MS	39506
		22033	0910P-04-002.000	FRANCHISE REALTY INTERSTATE CO	TEN D ENTERPRISES	OCEAN SPRINGS	MS	39564
		21931	0910P-01-022.000	GRAVES DEBORAH	2066 54TH PLACE S APT 2	ST PETERSBURG	FL	33712
		36524	0910P-01-027.000	MOZINGO JOHN C JR & LINDA -TRUSTEES	100 WOODHAVEN DR	GULFPORT	MS	39501
		36523	0910P-01-028.000	MCRAE IAN & JULIANNA D	106 WOODHAVEN DR	GULFPORT	MS	39507
		36412	0910P-05-006.000	SMITH JUDITH A COON & SIDNEY H III	12 WOODGLEN DR	GULFPORT	MS	39501

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	36413	0910P-05-007.000	PEPPERMAN JENNIFER	18 WOODGLEN DRIVE	GULFPORT	MS	39501
	36499	0910P-03-059.000	DOSS ELIZABETH M & MICHAEL RAY	284 OAKWOOD DR	GULFPORT	MS	39507
	36415	0910P-05-009.000	BURGE MICHAEL S	28 WOODGLEN DR	GULFPORT	MS	39507
	36500	0910P-02-065.000	OWEN JOSEPH SAM SR & SHIRLEY ANN	PO BOX 673	GULFPORT	MS	4E+08
	22056	0910P-04-003.000	LI GONG FU & XING	825 COURTHOUSE RD	GULFPORT	MS	39507
	22052	0910P-04-004.000	THOMAS PRESS PROPERTIES LLC	944 CLEVELAND AVE	GULFPORT	MS	39507
	36509	0910P-01-042.000	LOWE CLIFFORD O & NATALIE SANDERS	101 WOODHAVEN DR	GULFPORT	MS	39507
N	36416	0910P-05-010.000	BURGE MICHAEL S	28 WOODGLEN DR	GULFPORT	MS	39507
	21917	0910I-02-047.000	SWAREK EMILY A	#8 BAYOU PLACE	GULFPORT	MS	39503
	36465	0910P-03-006.000	ORTIZ LISA D	11161 ALDEN DR	GULFPORT	MS	39503
	36525	0910P-01-026.000	MALLEY ALVA LYNN	544 LOPOSSER AVE	GULFPORT	MS	39507
	21929	0910I-02-045.000	S & S REAL ESTATE LLC	P O BOX 4406	BILOXI	MS	39538
	36461	0910P-03-002.000	MARY R MILSTED REVOCABLE TRUST	104 KAMBRY LEAH DR	HUNTSVILLE	AL	35811
	36522	0910P-01-029.000	PRODUCTIVE STEWARDSHIP REAL EST LLC	137 WOODHAVEN DR	GULFPORT	MS	39507
	22020	0910I-03-020.000	TOP ROCK HOLDINGS LLC	9366 STONE ROAD	GULFPORT	MS	39503
103420	0910I-02-021.000		REYNOLDS LILLIE MAE -ETAL-	4860 REGENCY TRACE	ATLANTA	GA	30331
	22078	0910I-03-022.000	HALE DAVID	P O BOX 2712	GULFPORT	MS	39505
	82107	0910I-03-047.001	MGH PROPERTIES LLC	558 COURTHOUSE RD	GULFPORT	MS	39507
	36510	0910P-01-041.000	HORY PAUL & JUDITH H	111 WOODHAVEN DR	GULFPORT	MS	39507
	36508	0910P-01-043.000	GARMAN LATORSHA MORGAN	506 LOPOSSER AVE	GULFPORT	MS	39507
	36506	0910P-01-045.000	BLUM TERESA	212 PERRY ST	GULFPORT	MS	39507
	36411	0910P-05-005.000	CRUTHIRDS COLTER	8 WOODGLEN DR	GULFPORT	MS	39507
	36467	0910P-03-008.000	SMITH DANNA V	12 WOODBINE DR	GULFPORT	MS	39507
	36414	0910P-05-008.000	ALLEN JEFFREY DAVID & LISA MARIE	20 WOODGLEN DR	GULFPORT	MS	39507
	36507	0910P-01-044.000	LADNER WARREN P	500 LOPOSSER AVE	GULFPORT	MS	39507
	22053	0910P-04-006.000	BUBBA OUSTALET ACADIAN REAL EST INC	P O BOX 260	JENNINGS	LA	70546
	22055	0910P-04-005.000	PARYAN INVESTMENTS LLC	12 53RD CIR	GULFPORT	MS	39507
	134976	0910I-02-019.001	PALMS LLC	16164 ORANGE GROVE RD	GULFPORT	MS	39503
N	22027	0910I-03-019.000	GULFPORT SCHOOL DISTRICT	P O BOX 220	GULFPORT	MS	39502
	93668	0910I-03-040.001	CORRERO PAUL JR & TINA LYNN	613 LOPOSSER ST	GULFPORT	MS	39507
	140441	0910I-03-040.003	ST JAMES CATHOLIC SCHOOL	603 WEST AVE	GULFPORT	MS	39507
	83801	0910O-01-001.000	HARDY COURT SHOPPING CENTER	P O BOX 1176	GULFPORT	MS	39502
	22057	0910P-04-007.000	COURTHOUSE PLAZA LLC	3425 WASHINGTON AVE	GULFPORT	MS	39507
N	148068	0910I-03-040.004	ST JAMES CATHOLIC SCHOOL	603 WEST AVE	GULFPORT	MS	39507
	22076	0910I-03-023.000	MS ROCK LLC	3827 NE 5TH ST	RENTONGAS	WA	98056



Legend

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



1 inch = 500 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.

## AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
51445	IPL0286358	Legal Ad - IPL0286358		1.0	79.0L

ATTENTION: GULFPORT URBAN DEVELOPMENT IP  
 PO BOX 1780  
 GULFPORT, MS 39502  
 accountspayable@gulfport-ms.gov;sasmith@gulfport-ms.gov

STATE OF MISSISSIPPI  
 COUNTY OF HARRISON

Before me, the undersigned Notary personally appeared the undersigned, who, being by me first duly sworn, did depose and say that he/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:

1.0 insertion(s) published on:  
 11/05/25 Print

**LEGAL NOTICE  
 PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979, as amended, notice is hereby given advising that the Zoning Board of Adjustment and Appeals will hold a public hearing in the City of Gulfport, Mississippi at 3:00 PM, Thursday, November 20, 2025 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 the first floor of the William H. Hardy Building, 1410 24th Avenue.

**Special Exception 2511SE126**, by agent Timmthy Wilks, seeking approval for an assisted living facility, Tax Parcel 0710H-03-006.000, 3601 Meadowlark Drive, Zoned R-1-5 (Single-Family), Ward 3

**Variance 2511ZB129**, by owners Alexander and Michael Rivera, seeking approval for a secondary frontage setback of 8 feet & 8 inches where 25 feet is required for their proposed attached addition, Tax Parcel 0808E-01-064.000, 15372 Dellwood Cove, Zoned R-1-10 (Single-Family), Ward 7

**Variance 2511ZB130**, by owners Alexander and Michael Rivera, seeking approval for a primary frontage setback of 23 feet & 7 inches where 25 feet is required for their proposed attached addition, Tax Parcel 0808E-01-064.000, 15372 Dellwood Cove, Zoned R-1-10 (Single-Family), Ward 7

**Variance 2511ZB131**, by agent Fountain & Associates LLC, seeking approval to submit a Planned Building Group application for property with 1.814 acres where ordinance requires 2 acres for application submission, Tax Parcels 1010G-03-016.002, 1010G-03-016.003, Cotton Drive, Dudley Street, Zoned T4+ (General Urban Zone "Plus"), Ward 2

**Variance 2512ZB132**, by agent MP Design Group, seeking approval for 935 regular parking spaces where 1643 are required, Tax Parcels 0910P-04-001.000, 0910I-03-019.000, 100 Perry Street, Victory Street, Zoned R-1-7.5 (Single-Family), B-2 (General Business), Ward 2

**Variance 2512ZB133**, by agent MP Design Group, seeking approval for a 10-foot front yard setback where 25 feet is required, Tax Parcel 0910P-04-001.000, 100 Perry Street, Zoned R-1-7.5 (Single-Family), Ward 2

This the 29th day of October 2025  
 Nathan Boddie, Chairman  
 City of Gulfport Zoning Board of Adjustment and Appeals  
 IPL0286358  
 Nov 5 2025

[Print Tearsheet Link](#)

[Marketplace Link](#)

*Sherry Chasteen*



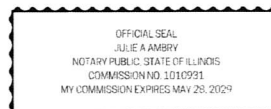
Sherry Chasteen

*Julie A Ambry*



Sworn to and subscribed before me on

Nov 5, 2025, 10:09 AM EST



Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®