

PLANNING COMMISSION

MEETING AGENDA

OCTOBER 30, 2023

6:00PM

1. CALL TO ORDER
2. ROLL CALL
3. QUORUM DETERMINATION
4. ADOPTION OF MINUTES (If applicable)
5. NEW BUSINESS
  - a. Begin Public Hearing
  - b. Application by City to adopt text amendment to the City's Development Code (Zoning Ordinance) to provide a procedure to grant a Planned Unit Development (PUD) in only commercial zones, T4+, all T5 zones (and not residential zones, T3R, T3E, and other zones).
  - c. Motion
  - a. Begin Public Hearing
  - b. Application by St. Paul Center, LLC for approval of a PUD with 36 units (6 mixed use and 30 residential units) on the property situated at Tax Parcel No. 0313H-02-057.000 on the corner of St. Paul Avenue and East Scenic Drive, less and except the property in the SE corner for the Catholic Church chapel.
  - c. Motion
  - a. Begin Public Hearing
  - b. Application by Dr. Thomas Drake to rezone the property situated on the North side of E. North Street (Tax Parcel No. 0312P-01-011.000) from a T2 Transect zone to Special District – Auto Centric zone to permit the use of the property for a water well business (Light Industrial Use).
  - c. Motion
  - a. Discuss whether or not the Commission would like to change the start time of future meetings
  - b. Motion
6. Other Business/Public Comment
7. Adjourn

Section [ ] - Planned unit development—PUD.

1.1. *General description.* Development in the City takes place under uniform regulations within each zoning district. On occasion this may prevent or discourage innovative site design and development that can respond to new market demands or unusual property conditions. The use of improved techniques for land development is often difficult under uniform or adopted zoning regulations that are designed to address single buildings on individual lots. Modern private development often requires a flexible approach to benefit both to the City and the landowner.

To provide this flexibility, the owners of any tract of land containing at least two (2) acres may submit a plan for the use and development of the entire tract for residential, compatible commercial, and/or related uses as a Planned Unit Development (sometimes, "PUD") that shall be a superimposed designation providing a broader latitude of design to achieve the above stated goals. Deviations from the uniformity of characteristics of existing zoning regulations and the use of new or innovative techniques are encouraged. However, the Planned Unit Development regulations are not intended to allow the development of incompatible land uses or the use of sub-standard infrastructure. The standards contained in the follow provisions must be strictly adhered to by the applicant.

1.2. *Plan required.* A request for Planned Use Development designation must include a detailed plan. The plan must include a description of the objectives and benefits and details of the relief or waivers requested for the proposed development. Additionally, the proposed site requirements must be described to include lot sizes, setbacks, density, height, building footprint, and similar information. A site plan shall also be submitted of sufficient detail to demonstrate site layout and access, roadways or drives, lot sizes and configurations, parking, pedestrian circulation, common areas, and other necessary details. This should be provided as a concept plan, but it must contain sufficient details for a clear understanding of the Planned Unit Development. These plans shall be submitted to the City Planner for study and approval; which shall be considered as a recommendation to the Planning Commission. Final approval shall be made by the Board of Aldermen based on the recommendation of the Planning Commission. These plans shall serve as the base document for building and design drawings for construction and/or final plat for subdivision of the property.

1.3. *Uses permitted.* Uses permitted by right in the Planned Unit Development District are those normally necessary to make up a total neighborhood community, specifically including the following:

(a) *Residential uses:* Any use permitted by right in the underlying district within the PUD.

(b) *Commercial uses:* Any use permitted by right in the underlying district within the PUD.

(c) *Public and semi-public facilities:* Community center, schools, parks and other recreational facilities, churches, clubs, public utilities, libraries and other public buildings and structures required to provide essential public services and any other use which primarily serves the residents of such a development.

(d) If the underlying district contains more than one district, the standards of the least restrictive district shall apply. In the event the Planning Commission determines a more restrictive district contained within the underlying district shall apply, it can recommend for establishment by the Board of Aldermen, accordingly. No district not contained within the underlying district may be used to regulate the PUD without a rezoning to the preferred underlying district.

#### 1.4. Regulations.

Except as modified by the approved plan, a planned unit development shall be governed by the regulations of the district or districts (as determined in 1.3.d.) in which the planned development is located.

(a) The approval of the plan for the planned unit development may provide for such exceptions from the zoning district regulations governing area, bulk (minimum lot size, minimum lot width, building setback distances, maximum building height and other dimensional controls), density, parking and such subdivision regulations as may be necessary or desirable to achieve the objectives of the proposed planned development.

(b) *Common area and open space reservations:* In a planned unit development the amount of land not used by primary residential or commercial buildings, accessory structures, and yards, shall be reserved collectively in units accessible to all the building sites in the development as maintained to include open space and community facilities such as swimming pools, meeting facilities, playgrounds, and parking areas.

(c) *Home association:* Prior to final plat approval for any planned unit development that will be subdivided in any manner, the developer shall submit a set of covenants running with the land providing for an automatic membership in homes association, to be [an] incorporated non-profit organization, operating under recorded land agreements, through which each property owner in the planned unit development is automatically subject to a charge for an appropriate proportionate share of the expenses for maintaining the common property, open space and/or other activities of the association. Once established the covenants shall continue and remain in force during the entire existence of the planned unit development.

(d) *Responsibility for common area and open space:* Nothing in this section of the ordinance shall be construed as a responsibility of the City of Pass Christian, either for maintenance or liability of the following, which shall include but not limited to: any private open areas, parks, recreational facilities, roadways, parking areas, or similar common facilities or infrastructure, and a hold harmless clause shall be incorporated in the covenants running with the land to this effect. It shall be provided further, however, that when an owner of a planned unit development desires to dedicate certain land areas to the city for public parks and recreational facilities, and the Board of Aldermen approves the nature and location of such lands, and accepts the dedicated areas, the city shall be responsible for the operations and maintenance of these land[s] and properties. There is no requirement for the City of Pass Christian to accept any proposed dedication of common areas or open space.

(e) *Board of Aldermen Approval:* Planned Unit Development Districts and establishment of zoning therefor must be approved by the Pass Christian Board of Aldermen. However, development shall be in accordance with the approved plan of the Planned Unit Development. Any contemplated deviation from the approved plan shall be reviewed by the City Planner and recommendations submitted to the Board of Aldermen for approval.

CADDT

St. Paul Center, LLC

**HARRELL**  
ARCHITECTURE/ENGINEERING/CONSTRUCTION

CONTRACT NO. 15-0001  
DATE: 08/14/15  
PROJECT: ST. PAUL VILLAGE - SUBDIVISION

CONTRACT NO. 15-0001  
DATE: 08/14/15  
PROJECT: ST. PAUL VILLAGE - SUBDIVISION

KEY PLAN



DATE: 08/14/15

BY: [Signature]

CHECKED BY: [Signature]

DATE: 08/14/15

PROJECT: ST. PAUL VILLAGE - SUBDIVISION

DRAWING TITLE: SITE PLAN

PROJECT STATUS: I PERMIT SET

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

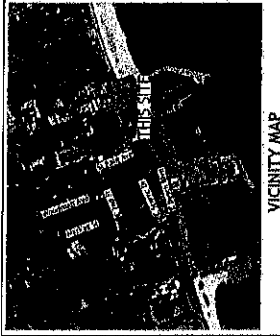
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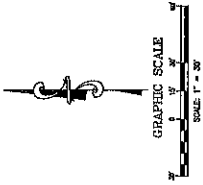
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DATE: 08/14/15

C4.1



VICINITY MAP

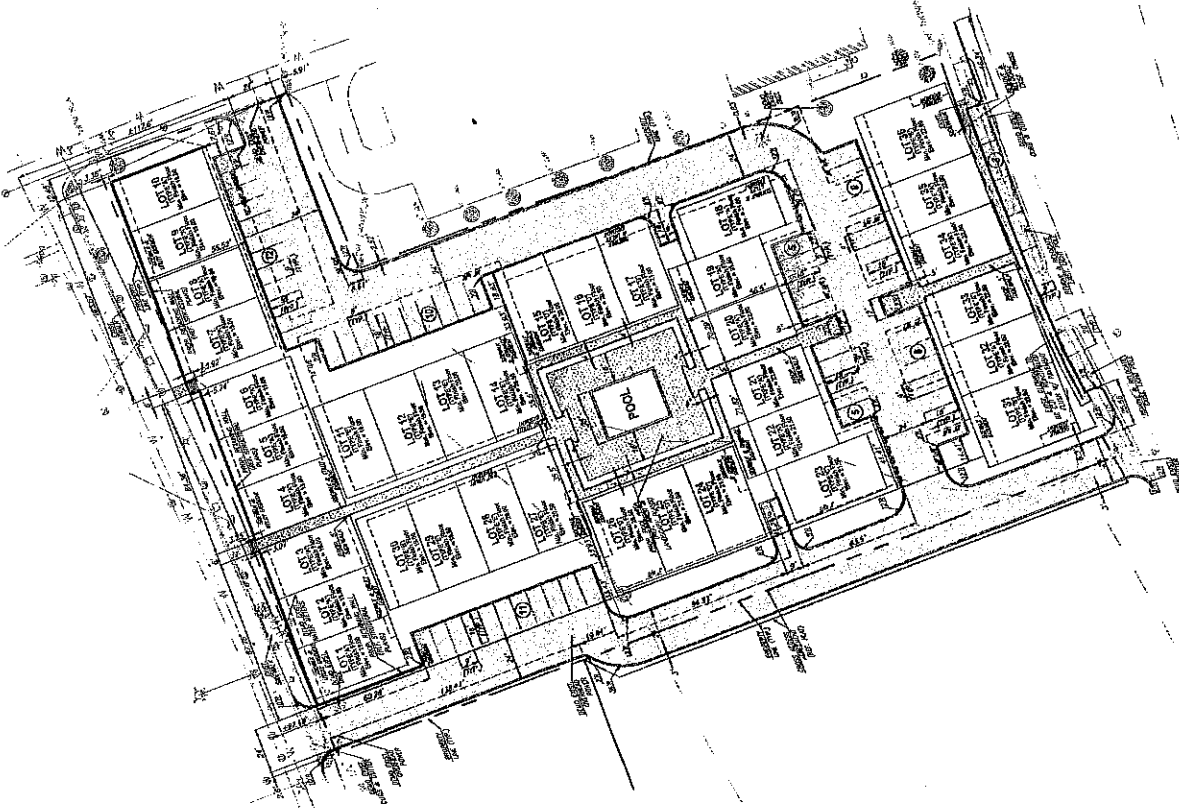


REFER TO THE SURVEY FOR LOCATIONS OF THE EXISTING UTILITIES AND RECORD DRAWINGS FOR CONSTRUCTION STAKING OF THE IMPROVEMENT WORK.

CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES AND RECORD DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES AND RECORD DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES AND RECORD DRAWINGS.

**UTILITY STATEMENT & CAUTION:**  
THE CONTRACTOR IS ADVISED THAT THE LOCATION AND DEPTH OF EXISTING UTILITIES ARE SHOWN ON THESE PLANS AS APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES AND RECORD DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES AND RECORD DRAWINGS.

- NOTES:  
1. UPON COMPLETION OF PAVING OPERATIONS, THE CONTRACTOR SHALL INSTALL THE STRIPES AND SIGNAGE IN ACCORDANCE WITH THE CITY OF PASS CHRISTIAN, MISSISSIPPI, AND LOCAL REQUIREMENTS.  
2. CONTRACTOR IS RESPONSIBLE TO MEET AND MATCH NEW PAVEMENT WITH EXISTING PAVEMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES AND RECORD DRAWINGS.  
3. LOCAL REQUIREMENTS SHALL BE COMPLIED WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS.  
4. ALL SIGNAGE CONTRACTS SHALL BE APPROVED BY THE CITY OF PASS CHRISTIAN.  
5. ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH STANDARD SPECIFICATIONS OF THE CITY OF PASS CHRISTIAN.  
6. PROPERTY OWNERS ASSUMES ALL LIABILITY AND REPLACEMENT RESPONSIBILITIES FOR ANY DAMAGE TO ANY PRIVATE IMPROVEMENTS PLACED WITHIN PUBLIC UTILITY RIGHT-OF-WAY.  
7. ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF PASS CHRISTIAN AND/OR MISSISSIPPI DEPARTMENT OF TRANSPORTATION STANDARDS.  
8. ALL DIMENSIONS ARE MEASURED FROM FACE OF CURB OR EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED OTHERWISE.



ST. PAUL VILLAGE:  
A PLANNED UNIT DEVELOPMENT  
OF PASS CHRISTIAN, MISSISSIPPI

## Introduction

Like many properties within the City of Pass Christian and along Scenic Drive, the site of the former St. Paul's Catholic Church is largely vacant. The Chapel of St. Paul sits on the southeast corner of the property or outparcel on the west side of St. Paul Avenue. St. Paul's Catholic Church and School previously occupied essentially the entire 3.5-acre site. These structures were destroyed and severely damaged by Hurricane Katrina. Eventually, St. Paul's Parish and Our Lady of Lourdes Parish were combined to form the Holy Family Parish. The Church of Holy Family was constructed in 2014 on Menge Avenue next to St. Vincent De Paul School.

During this same time, The Chapel of St. Paul was constructed at its current site. The Chapel was constructed to resemble the historic St. Paul's Church that was destroyed by Hurricane Camille decades earlier. Today, The Chapel of St. Paul has scheduled masses and is used for baptisms, weddings, and funerals.<sup>1</sup> The Chapel occupies much less space on the site, and the excess property is being conveyed for redevelopment.

In 2019, the City of Pass Christian contracted with Orion Planning and Design for the development of the *Pass Christian Downtown Redevelopment Initiative*. The City along with the Orion Planning and Design spent several weeks developing the plan that focused on several key areas within the downtown. One of the sites studied in this plan is located immediately west of the Chapel of St. Paul. It is approximately 2.55 acres in size, and it is the site of the proposed St. Paul Village.

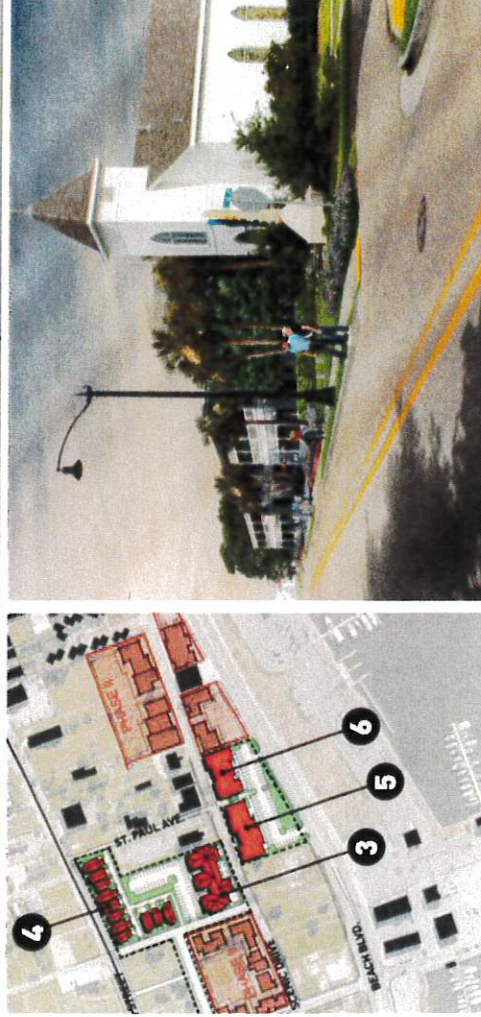
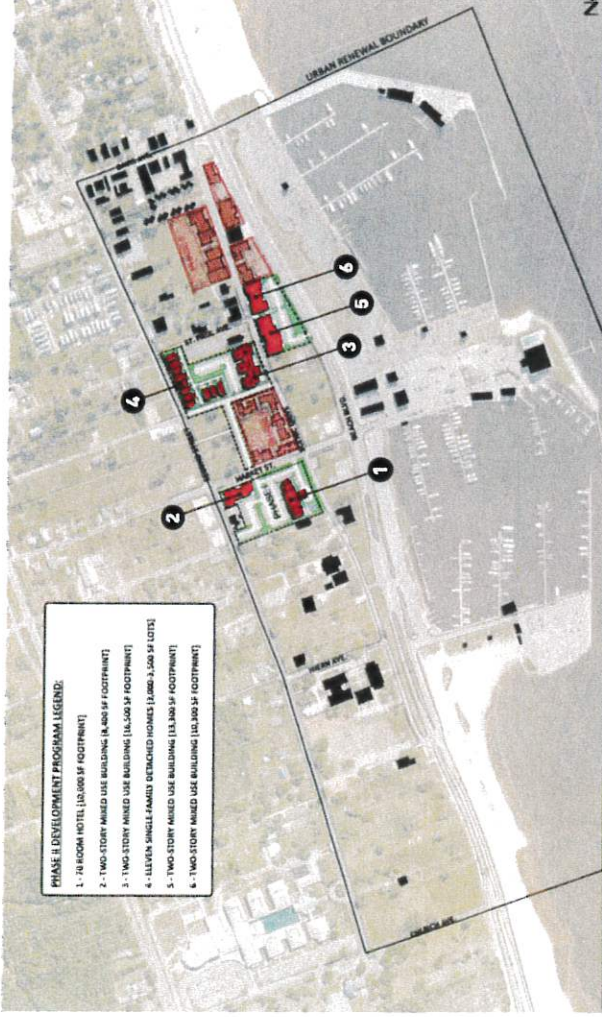


## The 2019 Redevelopment Initiative

The Orion Planning and Design plan includes two phases. Phase I of the plan suggests the acquisition of a number of important sites along the north and south sides of Scenic Drive. These sites are identified on images from the plan to the right. Phase II includes a Development Program on these sites and additional acquisitions. The plan provided a basis for an application for Gulf Coast Restoration Funds of \$5,400,000. While this request was not awarded, Pass Christian received a partial award of \$1,250,000 for the St. Paul Village project and \$250,000 for related infrastructure through the GCRF Program. This project is identified as a mixed use development (sites 3 and 4 on adjacent image).

Orion Planning and Design's conceptual plan identified 11 single-family detached structures on the site with a 16,500 square foot building along the Scenic. While this was a detailed study, its primary purpose is to represent a possible design concept to encourage more review of the sites for redevelopment. It was an assessment without actual construction and acquisition costs. Furthermore, the plan occurred prior to the COVID 19 pandemic, the inflation and shortage of building material and labor, and the spike in interest rates.

Over the past three years, the site has contracted to sell and a development plan has been put into place for the project. However, neither the 2019 Initiative nor the current plan complies with the zoning regulations of the City. As a result, St. Paul Village must be developed as a Planned Unit Development (PUD).





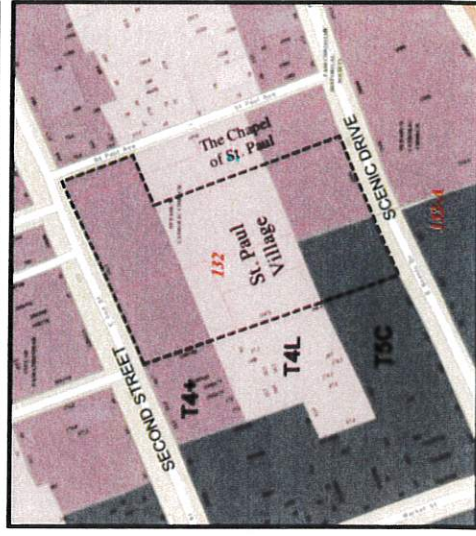
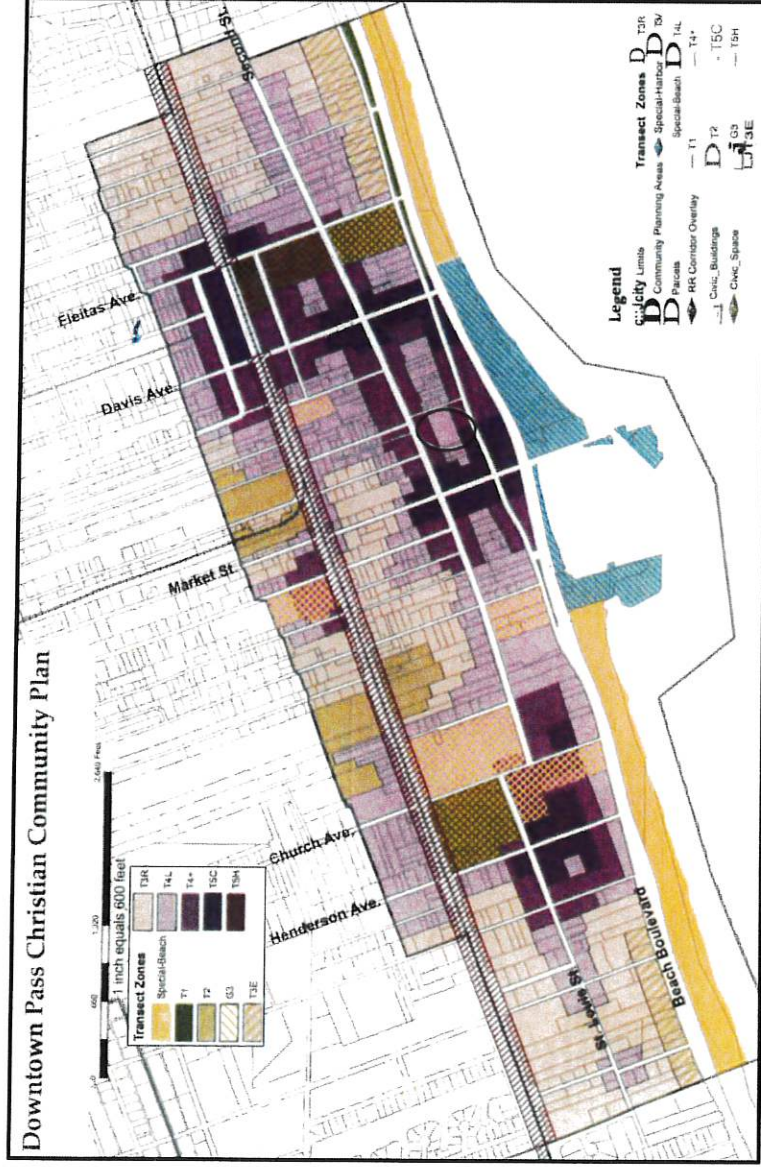
## Zoning Requirements

The St. Paul Village site is located primarily within T4L and T4+ Districts. The southwest corner of the property is located within the T5C District.

The T-4 is a General Urban Zone that “consists of a mixed use but primarily residential urban fabric. Setbacks and landscaping are variable. Streets with curbs and sidewalks define medium sized blocks”. Although it is primarily residential with a ‘mix of houses, townhouses, and small Apartment buildings’, some “scattered commercial” is permitted.

The T-5 District is considered the Urban Center. This district “consists of higher density mixed use building that accommodate retail & offices of the 1<sup>st</sup> Floor with residential units above. It has a tight network of streets, with wide sidewalks, steady street tree planting and buildings abutting the sidewalks.” The T-5 district includes more retail and commercial activities with more compact residential such as townhouses and apartment complexes.

The site is ‘split zoned’ with portions of the property along Scenic Drive and Second Street designated as T4+ and the interior area designated as T4L. The southwest corner is T5C. These three districts cause some issues with development. The interior T4L District has larger area requirements than the structures along Scenic Drive or Second Street. Similarly, the T5C District does not permit ‘cottages’ and has reduced setbacks and smaller lot requirements. The 2019 Downtown Initiative indicates some of the parcels on the property were likely smaller than permitted within the T4L District.



The T4L District has a minimum lot width of 45 feet and a permitted lot coverage of 60 percent. The T4+ and T5C Districts permit 35 feet widths and 70 and 90 percent coverages, respectively. The lot sizes have minimum areas of 4,500 (T4L), 3,000 (T4+) and 2,500 (T5C) square feet. The T4 Districts have front yard setbacks of 10 feet but the T5C only requires a setback of 5 feet. The side yard and rear yard setbacks are 5 feet in all three districts, but the T4L has a setback of 10 feet on a secondary frontage while the T4+ and T5C only require 5 feet along these frontages. There is a base density permit for the development of 18 units per acre.

The various lot sizes, lot widths, setbacks, coverage, and other dimensional obstacles are present with the 2019 plan. More problematic are the post-COVID shortages for material and labor, higher interest rates, and the 'work from home' trend that have increased costs and slowed the demand for some commercial spaces. The St. Paul Village plan tries to meet the objectives of the 2019 plan, but with an approach that is based on the current market demands with flexibility to adjust, if needed. The proposed PUD designation provides this flexibility.

2. RESIDENTIAL	T1	T2	T3E	T3R	T4L	T4+	T4C	T5	SD
	Apartment Building					B	B	B	B
Row House					W	B	B	B	B
Duplex House					B	B	B	B	B
Sidewalk House					A	W	B	B	B
Cottage					A	W	B	W	
Single-Family					B	B	B	B	B
Estate					B				
Multi-Family Estate									
Accessory Units					W	B	B	B	B
Manufactured House									A
Temporary Tent									
Live-Work Unit					W	B	B	B	B
Tiny House									A
Meal Container House									A
<b>b. LODGING</b>									
Hotel (no room limits)								B	B
Inn (up to 12 rooms)					A			B	B
Bed & breakfast (up to 5 rooms)					A	A		B	B
S.R.O. Hostel								A	A
School Dormitory								B	B
RV Park								B	B
<b>c. OFFICE</b>									
Office Building								B	B
Suite in Building					A			B	B
Work-Live Unit					A	A		B	B
<b>d. RETAIL</b>									
Open-Market Building					B			A	B
Retail Building								B	B
Display Gallery								B	B
Restaurant								B	B
Kiosk								B	B
Nightclub								A	A
Pawn Shop								A	A
Adult Entertainment								A	A

	T4L	T4+	T5C
<b>BUILDING FUNCTION</b>			
Residential	Limited	Limited	Open
Lodging	Limited	Limited	Open
Office	Limited	Open	Open
Retail	Limited	Open	Open
<b>BUILDING HEIGHT (maximum)</b>			
Principal	3 stories	3 stories	4 stories
Outbuilding	2 stories	2 stories	2 stories
<b>LOT REQUIREMENTS</b>			
Width (minimum)	45 ft.	35 ft.	35 ft.
Coverage (maximum)	60%	70%	90%
Size	4,500 sq. ft.	3,000 sq. ft.	2,500 sq. ft.
<b>SETBACKS - PRINCIPAL BUILDING (minimum)</b>			
Front	10 ft.	10 ft.	5 ft.
Elevated more than 4 ft. above grade	N/A	N/A	10 ft.
Secondary Frontage	10 ft.	5 ft.	5 ft.
Elevated more than 4 ft. above grade	N/A	N/A	10 ft.
Side	5 ft.	5 ft.	5 ft.
Rear	5 ft.	5 ft.	5 ft.
<b>SETBACKS - OUTBUILDING (minimum)*</b>			
Front	Rear Yard	Rear Yard	Rear Yard
Secondary	10 ft.	5 ft.	5 ft.
Elevated more than 4 ft. above grade	N/A	10 ft.	10 ft.
Side	5 ft.	5 ft.	5 ft.
Rear	5 ft.	5 ft.	5 ft.
<b>SETBACKS - PRINCIPAL BUILDING (minimum)*</b>			
Commercial or Mixed-Use Only			
Front	N/A	N/A	0 ft.
Secondary	N/A	N/A	0 ft.
Side	N/A	N/A	0 ft.
Rear	N/A	N/A	0 ft.

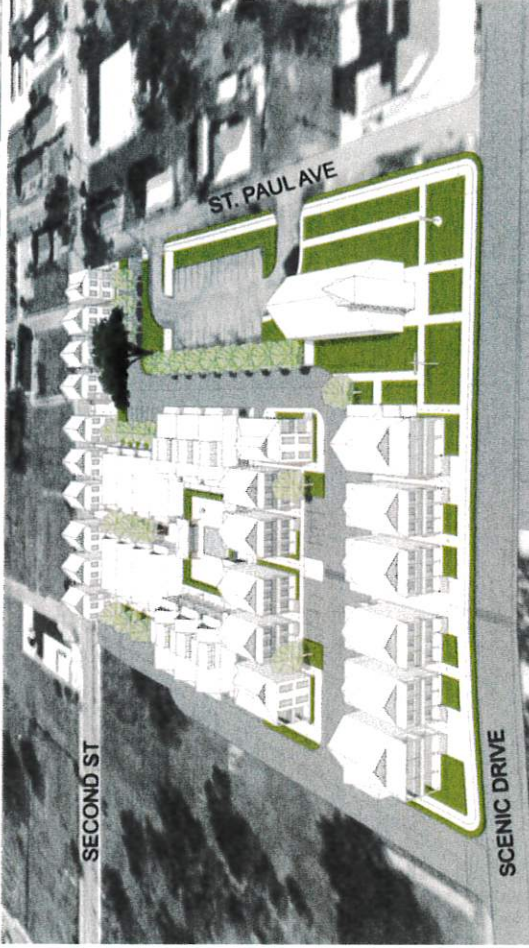
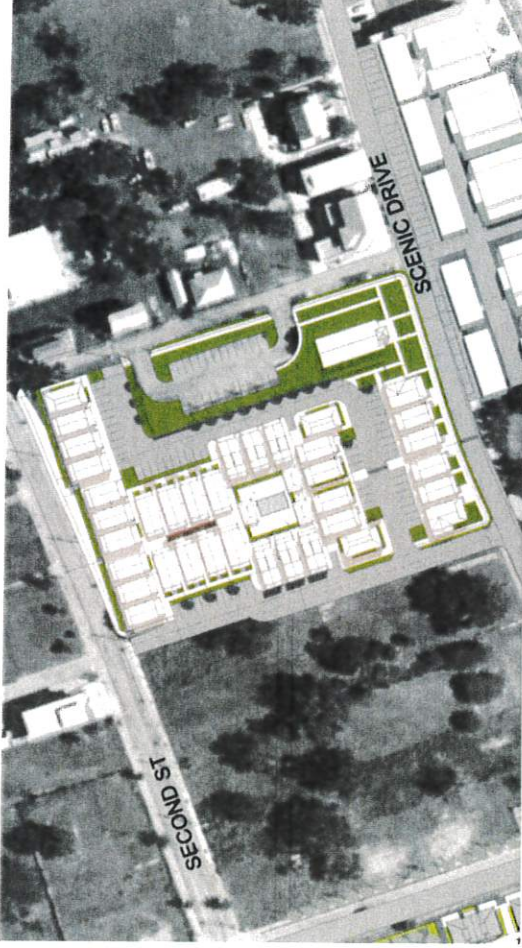
B- By Right; A - Planning Commission Approval; and W - Warrant

## St. Paul Village: Plan Overview

St. Paul Village works towards the objectives of the City of Pass Christian and the concepts of the Orion Planning and Design in the 2019 plan. St. Paul Village is designed to create a compact, residential neighborhood with the potential of a mixed-use element along the Scenic Drive. The plan includes 30 detached Coastal Cottage lots within the majority of the property (the northern two acres approximately). These structures will be single-family residential units with variations possible on some lots. The site includes shared surface parking and other common amenities. The lots located east and west of the pool could potentially be combined for the construction of three row houses one both sides. Along Scenic Drive, there are six lots that can function individually as six cottage lots or be combined for two-mixed use buildings. The three eastern lots and three western lots could be combined to create two large lots to accommodate two larger buildings. The decision for two mixed-use structures or six residential units will be market driven. The decisions and processes to combine lots or include more than one dwelling unit in a structure, as provided in this plan, will be controlled exclusively by the Design Review Committee.

The lots within St. Paul Village are treated very similar to 'pads' with reduced setbacks and building footprints. While the proposed buildings will be primarily detached on individual lots, the development has a density that is somewhat consistent with a row house development. The structures or dwellings will occupy the majority of the area of the related lot, but there will be no common walls between units or lots.

The residential units within St. Paul Village are expected to include owner occupied dwellings, short-term rental units, and vacation homes. With 30 residential lots and six lots along Scenic Drive, the density is less than 14 units per acre.



## St. Paul Village: The Lots Street Facing Lots

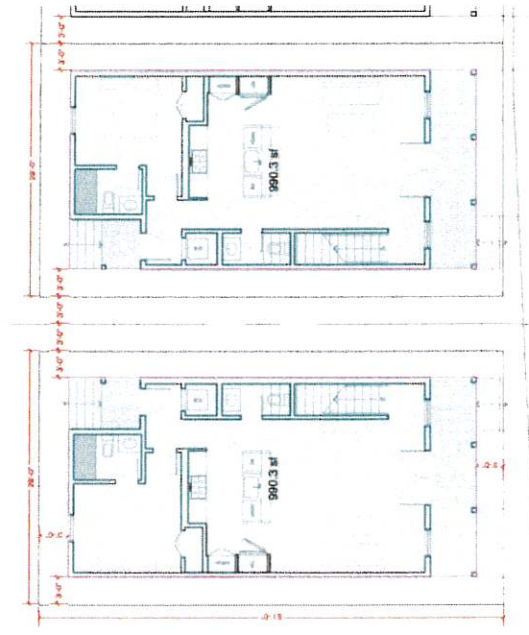
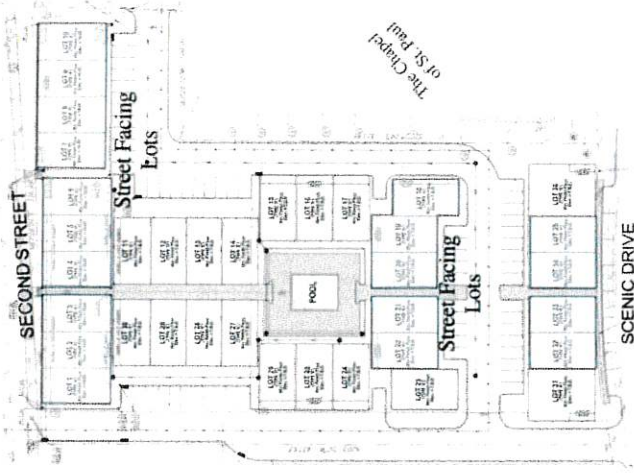
The Street Facing Lots make up the majority of the lots within St. Paul Village. These lots are identified on the subdivision plat as "A" lots. There are 19 of Street Facing Lots located in three areas. These include Scenic Lots, Central Lots, and Second St. Lots.

The primary difference between these lot is that the Second Street and Central Lots will function only as residential units (includes owner occupied, vacation homes, and short term rentals). The Scenic Lots have the option to combine lots 31 to 33 and 34 to 36 into two larger lots for development and use as mixed use or commercial. Lots 31 and 36 along Scenic Drive are larger lots. Descriptions of Scenic Lots can be found on page 8 and 9.

The corresponding structures will have a minimum footprint of 900 square feet and require an second floor.

	Second St. Lots	
Minimum Lot Area	1,400	
Minimum Footprint of Unit	900	
Minimum Total Area of Unit	1,350	
Front Yard Setback	3	
Side Yard Setback	3	
Rear Yard Setback	3	
Percent Coverage	75	
Building Function	Residential/Short-Term Resid.	

	Scenic Lots	
Minimum Lot Area	1,400	
Minimum Footprint of Unit	900	
Minimum Total Area of Unit	1,350	
Front Yard Setback	3	
Side Yard Setback	3	
Rear Yard Setback	3	
Percent Coverage	75	
Building Function	Resid./Comm./Mixed Use	



## St. Paul Village: The Lots Pool Facing and Garden Lots

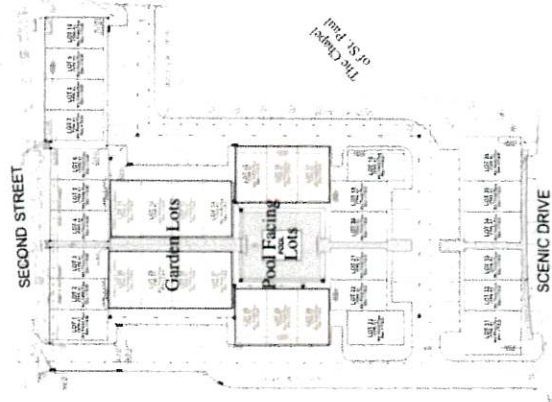
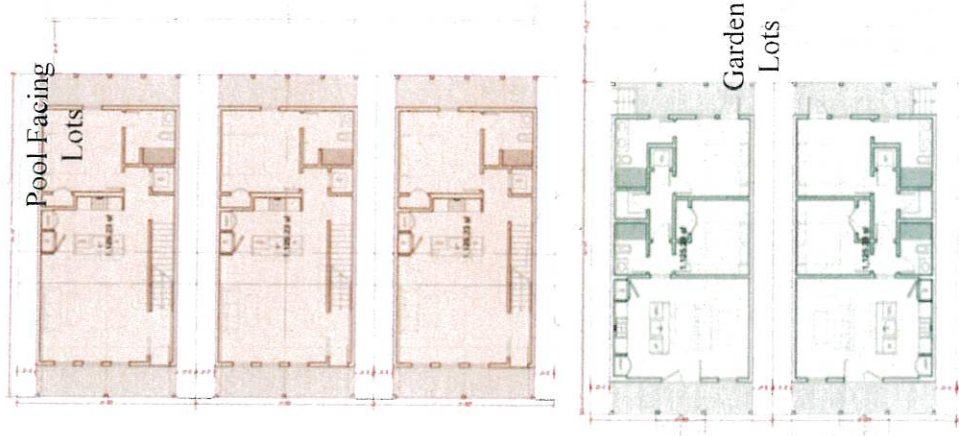
Within St. Paul Village are two forms of interior lots, and these include Pool Facing Lots (identified as "E" lots on the plat) and Garden Lots (identified as "D" lots). Both forms of cottages 'front' internal features of the development – the pool or the inner garden or courtyard. Along these common areas, there are no required front yard setback as the 'front porch' of the structures can simply open onto common space. There is no rear yard setback requirement, as well. These lots also front the internal vehicle access and parking areas.

Unlike the Street Facing Lots, the Garden Lots do not require a second story, but it is permitted. Parking is situated along the external frontages of the Garden Lots and the internal pedestrian circulation is prompted within the common areas surrounding the pool and courtyard.

The Pool Facing Lots will include understorey or lower level parking which makes these unique from others. These lots can be constructed as detached units or as attached 'row houses'. A developer can purchase three contiguous lots on the east or west side of the pool (lots 15-17 or 24-26) to build rowhouses with shared party walls across the combined lots. All setbacks will be relative to the other Pool Lots. The lots cannot be combined to include less than three lots. The Design Review Committee has exclusive control over the combining of these lots.

Minimum Lot Area	1,400
Minimum Footprint of Unit	1,000
Minimum Total Area of Unit	1,500
Front Yard Setback (Pool Side)	0
Side Yard Setback	3*
Rear Yard Setback	0
Percent Coverage	80
Building Function	Residential/Short-Term Resid.
Garden Lots	
Minimum Lot Area	1,400
Minimum Footprint of Unit	1,100
Minimum Total Area of Unit	1,100
Front Yard Setback (Garden Side)	0
Side Yard Setback	3
Rear Yard Setback	0
Percent Coverage	80
Building Function	Residential/Short-Term Resid.

\*If parcels are combined into row houses, the side yard setback is only applicable to the northern and southernmost units.



## St. Paul Village: The Lots Scenic Corner and Edge Lots

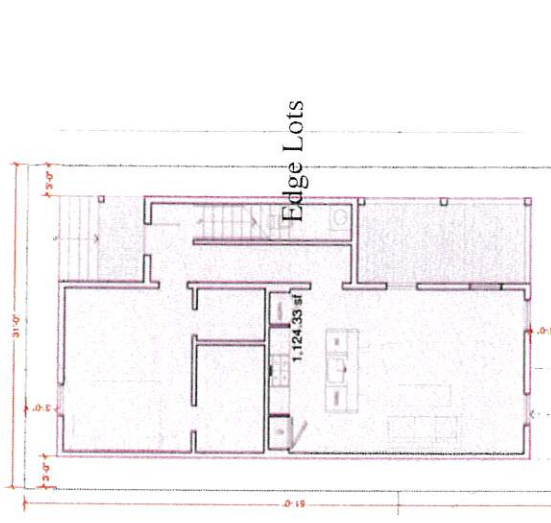
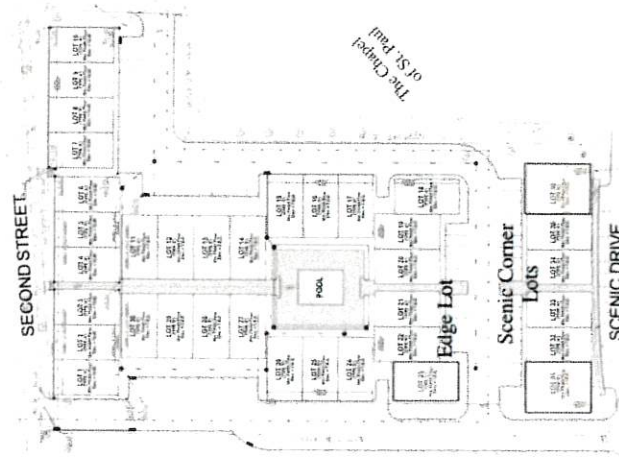
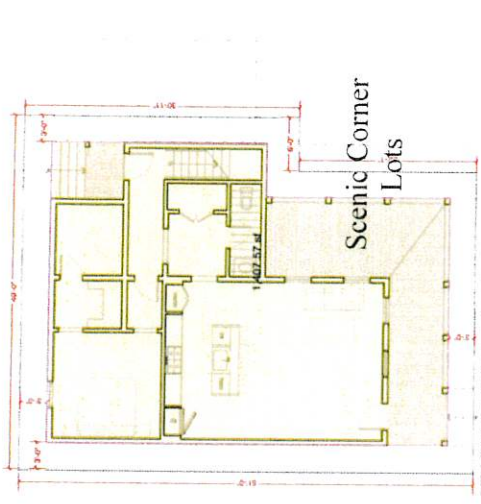
St. Paul Village includes a limited number of lots that represents significant corners or focus points. These lots are located along Scenic Drive and at the southwest corner of the Pool Facing Lots. The secondary frontages of these lots are visible from adjacent properties and roadways. As a result, these structures are required to be more prominent.

The Scenic Corner (identified as "D" lots) and Edge Lots ("C" lots) are also situated on the largest lots within St. Paul Village and require a second story, but a third story is possible. These lots require attention on both street facing sides in terms of opening, porches, windows, and other features. If developed as individual parcels, the structures could include up to three dwelling units, if approved by the Design Review Committee.

Scenic Corner Lots	
Minimum Lot Area	1,800
Minimum Footprint of Unit	1,300
Minimum Total Area of Unit	2,200
Front Yard Setback	3
Side Yard Setback	3
Rear Yard Setback	3
Percent Coverage	80
Building Function	Resid./Comm./Mixed-Use

Edge Lots	
Minimum Lot Area	1,500
Minimum Footprint of Unit	1,100
Minimum Total Area of Unit	1,700
Front Yard Setback	3
Side Yard Setback	3
Rear Yard Setback	3
Percent Coverage	80
Building Function	Residential/Short-Term Resid.

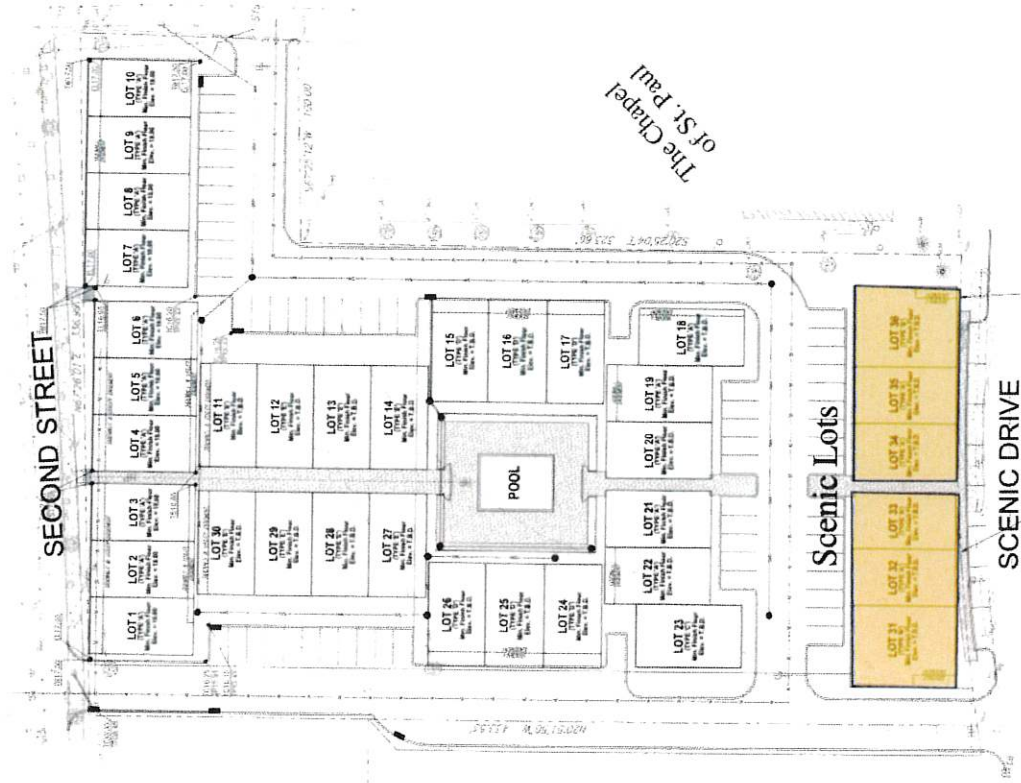


## St. Paul Village: The Lots Scenic Lots – Mixed Use Option

Scenic Drive is an important corridor in Pass Christian. It has functioned as an important economic engine as the location for a variety of commercial and civic uses. St. Paul Village represents a transitional area between the higher levels of activity along Davis and the more residential areas to the west. The areas along Scenic are becoming more commercial while Second Street remains primarily residential.

During the development and marketing of the St. Paul Village the Scenic Lots will be available for construction as six detached dwelling units (Coastal Cottages), or as two larger lots for the construction of a larger commercial, mixed use, or residential units. The lots cannot be combined in any arrangement other than three lots (for example two lots without including the third lot). If only one building is proposed to be developed on three combined lots, this combination should be located along the southwest corner (lots 31, 32, and 33). The eastern lots should not develop as a mixed use structure prior to a determination that the western lots are intended to be combined. The combining of these lots is controlled by the Design Review Committee.

Commercial uses should be carefully considered to prevent conflicts with the residential component of St. Paul Village. These conflicts could vary among parking, noise, odor, hours of operation, or similar characteristics. Commercial uses should be complementary in nature to the residential areas.



Scenic Corner Lots – Commercial/Mixed Use	
Minimum Lot Area (3 lots combined)	4,200
Minimum Footprint	3,000
Minimum Total Area	5,000
Front Yard Setback	3
Side Yard Setback	3
Rear Yard Setback	3
Percent Coverage	90
Building Function	Resid./Comm./Mixed-Use

## St. Paul Village: Regulating the PUD The Plan and the Process

The approval of this Plan provides a significant tool for the development of St. Paul Village. The approval or adoption of the Plan establishes the zoning regulations of the development. As with any zoning code, general dimensions, massing, height, uses, and similar requirements are established, however, the primary regulating document of St. Paul Village will be the subdivision plat and covenants.

The Plat will include the final layout of the development. This will include lot sizes, easements, minimum and maximum setbacks, and similar dimensional requirements. These standards may be more restrictive than the requirements of this Plan. Additionally, the Plat will include options for combining Pool and Scenic Lots as described in this Plan.

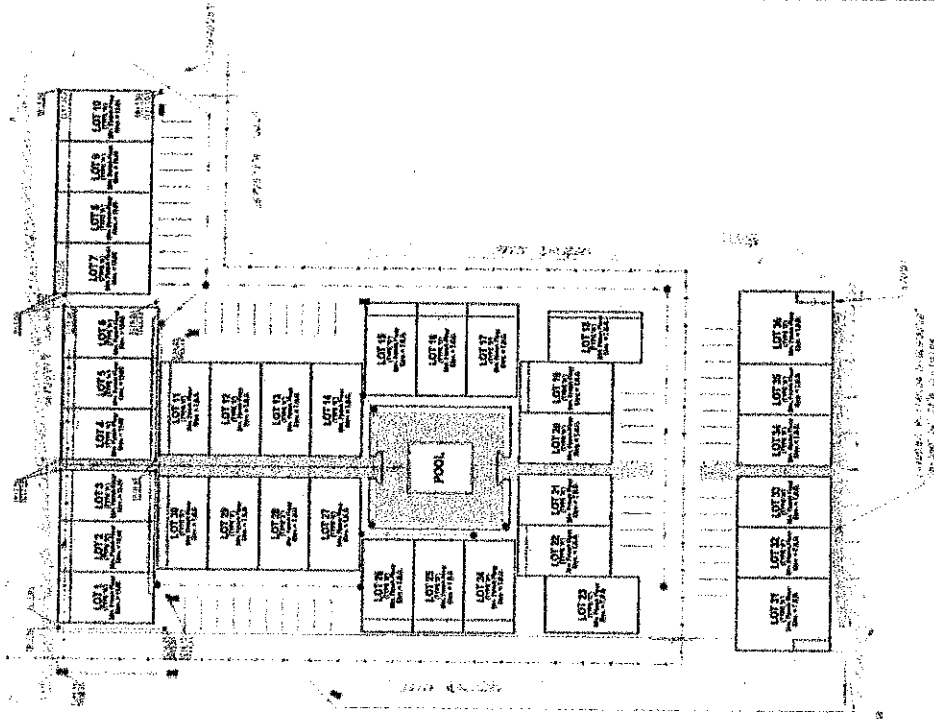
With the platting of St. Paul Village, covenants will be adopted to regulate design and use. These requirements cannot exceed the relief of this plan as approved by the City of Pass Christian, but more stringent or better defined requirements may be imposed. The covenants will also establish oversight for review and approval through a Design Review Committee, a Property Owner's Association, or similar authorities. The combining of lots (Pool and Scenic Lots) or multiple units within lots or buildings (Scenic and Edge Lots) are regulated exclusively by the Design Review Committee.

The property is located within the Scenic Drive Historic District. It is anticipated that some 'pre-approved' building designs will be provided for a more streamlined approval process, but owners' of lots within St. Paul Village will be permitted to provide individual architectural plans for construction. These plans will require approval by the established Design Review Committee.

Use limitations may be imposed. It is anticipated that the northern portion of the property (includes lots 1 to 30) will be limited to residential uses to include owner occupied residential, vacation homes, and short-term rentals. Lots 31 to 36 identified as Scenic Lots may include more varied uses to include commercial uses or live-work buildings or multi-family residential as described in this Plan.

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<sup>1</sup> The Holy Parishes: The Chapel at St. Paul. The Holy Family website. Images in this plan include those provided within the Pass Christian Downtown Development Initiative/Orion Planning and Design (pages 1 and 2), the Pass Christian Zoning Ordinance (page 3 and 4), and Harrell Architecture (pages 5 through 10).







Phelps Dunbar LLP  
2602 13th Street, Suite 300  
Gulfport, MS 39501  
228 679 1130

October 13, 2023

Tom Phares, Chairman  
Pass Christian, Mississippi  
Planning Commission  
Via e-mail

Adam Harris  
Counsel  
Gulfport Office  
adam.harris@phelps.com  
Direct 228 679 1316

Re: Planned Unit Development - St. Paul Village

Dear Mr. Phares,

Phelps Dunbar LLP is proud to represent the St. Paul Village Planned Unit Development and the economic boon it will represent for the City of Pass Christian. Enclosed herewith is a copy of the St. Paul Village PUD presentation and a copy of the St. Paul Village preliminary site plan.

The site of the former St. Paul's Catholic Church and School have been an integral part of the downtown Pass Christian community for over 150 years. Sadly, since Hurricane Katrina, the acres upon which St. Paul sat have been mostly vacant. Apart from the Chapel of St. Paul on the south-east corner, there has been no permanent utilization of this valuable real estate located in the heart of Pass Christian. With this Planned Unit Development, the St. Paul historic property will once again contribute to the enrichment of the City of Pass Christian.

Building off of and consistent with Orion Planning and Design's *Pass Christian Downtown Redevelopment Initiative*, St. Paul Village is designed to create a compact residential neighborhood with the potential of a mixed-use element along Scenic Drive. The plan includes 30 detached single-family residential Coastal Cottage lots with common amenities, including a pool.

The St. Paul Village Planned Unit Development represents an exciting opportunity for the City of Pass Christian to leverage its natural assets without fundamentally changing the character of its town. This development will help enliven an essential commerce corridor, strengthen the residential character of this area, and preserve the unique character of the St. Paul historic property. All told, the St. Paul Village Planned Unit Development represents a strong step forward for the future of the City of Pass Christian.

We look forward to seeing the Commission and answering any questions on Monday, October 30, 2023

Sincerely,

Adam Harris

October 13, 2023

Page 2

ABH:JPM  
Enclosures

CC: Jourdan Nicaud  
Malcolm Jones, Esq.



AMENDMENT TO CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE

This form is provided as a courtesy to the parties only. It is not required to be used in this transaction and may not fit the needs, goals and purposes of the parties. The Mississippi Association of REALTORS® makes no statement or warranty as to this form, its content or use, and the parties, by their use of this form, acknowledge said facts and agree that neither the Mississippi Association of REALTORS® nor any member thereof shall be liable to any party or person for its contents or use. If any party to this transaction does not fully understand it, or has any questions, the party should seek advice from a competent legal professional before signing.

- 1. THIS AGREEMENT is made a part of the Contract for the Sale and Purchase of Real Estate with an Effective Date of
2. April 22, 2023 (the "Contract") for Property located in the City of Pass Christian
3. County of Harrison, Mississippi, located at (Legal Description or Street Address):
4. Per Attached Survey, Parcel 1A, Parcel 2 and Parcel 3
5.
6. O E Scenic Dr Pass Christian 39571
7. Street Address City/Town Zip Code

8. In consideration of the continuing performance of their mutual covenants and agreement, as hereby modified, the Parties desire
9. to amend the Contract as follows, to-wit: [CHOOSE ALL THAT APPLY]

- 10. [ ] Buyer(s) is amended to read:
11. [ ] Seller(s) is amended to read:
12. [ ] Property Address is amended to read:
13. [ ] Property Tax Parcel Number is amended to read:
14. [ ] Purchase Price is amended to read: \$
15. [ ] Earnest Money amount is amended to read \$
16. [ ] Earnest Money is made non-refundable, to be credited against Purchase Price at Closing. If Closing does not occur,
17. Earnest Money to be retained by Seller(s), with credit against any amounts due, or to become due, from Seller(s) to
18. Buyer(s) attributable to the Contract.
19. [ ] Section 5 Loan Contingency is amended to reflect the following loan type: [ ] FHA [ ] VA [ ] CONV
20. [ ] USDA Direct [ ] USDA Guaranteed [ ] Other:
21. [ ] Section 5 Loan Contingency is waived.
22. [ ] Section 5 Inspections is amended to extend the inspection period from 10 to business days from the original
23. Effective Date of the Contract. All other provisions of Section 5 Inspections remain the same as written.
24. [ ] Deadline to Close is amended to read 11:59 p.m. on the day of
25. [ ] Costs of Sale is amended to say Seller will pay up to \$ toward costs of sale not including
26. compensation to Brokers, Seller's repair costs (if any), cure of title defects under paragraph 6(B), or prorated items under
27. 6(C)(subject to applicable law).



28.  Contract is amended to reflect the following repairs to be made by Seller prior to Closing: \_\_\_\_\_

29. \_\_\_\_\_

30. \_\_\_\_\_

31. \_\_\_\_\_

32. \_\_\_\_\_

33.  See additional repairs listed on attached list, incorporated herein by reference.

34.  Other changes: \_\_\_\_\_

35. Article 3.2.1 RIGHT TO INSPECT : Inspection period is hereby amended to run until 12:00  
36. noon CST December 8, 2023.

37. \_\_\_\_\_

38. Article 2.1 DATE OF CLOSING: Date of closing is hereby amended to take place on or  
39. before January 9, 2024.

40. \_\_\_\_\_

41. There are no other changes to the accepted contract.

42. \_\_\_\_\_

43. \_\_\_\_\_

44. Signed this the 6<sup>th</sup> day of September, 2023, at 2:00  a.m.  p.m., and a copy hereof received:

45. SELLER: [Signature] SELLER: \_\_\_\_\_

46. The Catholic Diocese of Biloxi

47. Date Signed: \_\_\_\_\_ Date Signed: \_\_\_\_\_

48. BUYER: [Signature] BUYER: \_\_\_\_\_

49. Jeanette M. Gaud

50. Date Signed: 8/16/2023 Date Signed: \_\_\_\_\_



## REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is made and entered into effective as of the April 21, 2023 ("Effective Date"), by and between The Catholic Diocese of Biloxi for the Parish of St. Paul's (the "Seller") and Jourdan Nicaud, or his assigns (the "Purchaser") sometimes referred to herein collectively as "Parties" or singularly as "Party."

### WITNESSETH

WHEREAS, Seller is the owner of a parcel of real property defined herein as the Real Property; and

WHEREAS, Seller desires to sell such real property with improvements to Purchaser, and Purchaser desires to purchase such real property from Seller.

NOW, THEREFORE, in consideration of the premises and mutual representations, warranties, covenants, and conditions contained herein, the Parties agree as follows:

### ARTICLE 1 DESCRIPTION OF ASSETS

1.1 Description of Property to be Sold. Seller shall convey to Purchaser the property, as particularly described in the attached Exhibit "A", to include that certain tract of real property, together with all and improvements and personal property thereon which are owned by Seller ("Real Property"), but to not include and specifically less and except the approximate ninety (90) feet along East Scenic Drive by three hundred thirty (330) feet along St. Paul Avenue in the southeast corner of Parcel 0313H-02-057.000 upon which the St. Paul Chapel is constructed ("Chapel Property").

### ARTICLE 2 CLOSING

2.1 Date of Closing. The closing contemplated by this Agreement (the "Closing") shall take place on or before October 9, 2023 (the "Closing Date"). The Closing shall be held at the office of Schwartz, Orgler, Jordan and Williams in Gulfport, Mississippi.

2.2 Deliveries at Closing.

2.2.1 At the Closing, Seller shall deliver, or cause to be delivered:

- (a) A Special Warranty Deed for the Real Property, conveying the Real Property to Purchaser, and warranting title only against parties claiming by, through or under Seller and not otherwise (the "Deed").
- (b) A standard Owner's Affidavit for the Title Company.
- (c) A signed closing Statement itemizing credits, costs and sources and uses of funds to be paid or delivered at Closing (the "Closing Statement").

2.2.2 At the Closing, Purchaser shall deliver, or cause to be delivered to Seller the following in form and substance reasonably satisfactory to Seller:

- (a) The signed Closing Statement.
- (b) The Purchase Price for the Real Property.
- (c) Evidence of the authority of Purchaser to perform its obligations under this Agreement, in form and substance reasonably satisfactory to the Title Company, and Purchaser shall deliver to the Seller any consents and/or resolutions authorizing the transaction contemplated herein which may be required under Purchaser's organizational or operating documents, accompanied by a certification signed by an authorized signatory of Purchaser certifying that such consent is true, complete and correct.

2.3 Purchase Price; Prorations, and Adjustments; and Closing Costs.

2.3.1 In consideration for Seller's transfer to Purchaser of all of Seller's right, title and interest in the Real Property in accordance with this Agreement, Seller and Purchaser hereby agree that the Purchase Price for the Real Property shall be TWO MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,300,000.00) ("Purchase Price"), payable as follows:

Certified Funds/Wire Transfer: \$2,300,000.00 (\$2,250,000.00 at Closing and \$50,000.00 EMD applied)

2.3.2 Earnest Money. Within three (3) business days of the execution of this Agreement by the parties, Purchaser shall tender to the Seller the sum of Fifty Thousand AND No/100 U.S. DOLLARS (\$50,000.00), as an earnest money deposit ("EMD") to be held by Seller and applied toward the Purchase Price at Closing, or as otherwise provided herein. \$25,000.00 of the EMD shall be refundable through the Purchaser's Inspection Period as discussed in this Agreement. The remaining \$25,000.00 of the EMD shall be non-refundable to the Purchaser and shall be the property of the Seller upon execution of this agreement. Upon expiration of the Purchaser's Inspection Period, the remaining \$25,000.00 of the EMD shall be non-refundable to the Purchaser unless otherwise provided herein.

2.3.3 Except as otherwise provided herein, all taxes (including but not limited to real estate, personal property and other ad valorem taxes), if any, assessments and utilities, arising out of or relating to the Real Property shall be prorated between Purchaser and Seller as of the Closing Date. In the event that any tax bill for the year of Closing has not been issued by the Closing Date, the proration shall be based upon the prior year's actual tax bill.

2.3.4 Intentionally deleted.

2.3.5 Utilities will be prorated between Purchaser and Seller as of the Closing Date based upon utility billings for the prior month.

2.3.6 Purchaser shall pay the cost and recording fees to record the Deed. Seller shall

pay all costs for recording instruments necessary to discharge any liens encumbering the Real Property. Any existing lien(s) on the Real Property will be discharged on or before Closing by Seller.

2.3.7 Purchaser shall pay at Closing the premium for the owner's policies of title insurance in the amount of the Purchase Price, and for any endorsement(s) it desires, and cost of any mortgagee policy, if applicable.

2.3.8 Seller has provided the Purchaser with a copy of its most recent survey regarding the Real Property, without making any representation or warranty regarding the same. Purchaser shall pay for any additional survey, appraisal or inspection of the Real Property, if any; however, the results of such matters shall not be conditions precedent with respect to Closing.

2.3.9 Closing Costs. Except as otherwise provided herein,

- (a) Seller shall pay
  - (i) for Special Warranty Deed preparation;
  - (ii) all real estate broker fees incurred by Seller;
  - (iii) its own attorneys' fees.
  
- (b) Purchaser shall pay the following costs and expenses in connection with the Closing:
  - (i) its own attorney's fees;
  - (ii) the cost of certificates, tax researches and Uniform Commercial Code searches which Purchaser shall order; and
  - (iii) all recording fees incurred as a result of the sale;
  - (iv) Cost of an updated survey;
  - (v) Title Insurance;
  - (vi) All closing costs not enumerated above in Section 2.3.9(a)

### **ARTICLE 3**

#### **INSPECTIONS AND APPROVAL OF TITLE**

3.1 Access to Information. Purchaser and its respective officers, employees, representatives, and agents shall have, at its own cost and at no cost to Seller, reasonable access to limited records of the Seller directly pertaining to the ownership, use and/or operation of the Real Property, including the right to obtain copies of any deeds and surveys. The records of Seller shall be treated as strictly confidential by Purchaser, and the same shall not be disclosed to any third party. In the event that the Closing shall not occur, Purchaser shall return all information obtained from Seller, Seller shall not be obligated to incur any costs or expenses.

3.2 Right to Inspect.

3.2.1 Inspection. Purchaser's inspection period shall run until 12:00 Noon C.S.T. September 8, 2023 (the "Inspection Period"). Following the Inspection Period, Purchaser shall be

deemed to have elected to proceed to Closing and to have accepted the Real Property "AS-IS". In the event that during the Inspection Period the Purchaser determines in its sole discretion that the Real Property has defects or characteristics, physical or financial, which renders it unacceptable to Purchaser, or for any other reason, Purchaser may elect to terminate and cancel this Agreement and obtain a return of the \$25,000.00 of the EMD, provided that such election is made within the Inspection Period, at which time the remaining \$25,000.00 of the EMD shall be disbursed to the Seller.

3.2.2 Access to the Real Property. At Purchaser's sole cost, risk, and expense, Seller shall provide Purchaser and its respective employees, representatives and agents with access to the Real Property at all reasonable times from the date hereof to the Closing Date for the purpose of Inspection. During the course of such access, Purchaser shall not unreasonably interfere with Seller's activities on the Real Property.

3.2.3 Indemnification For Inspection. Purchaser, hereby agrees to indemnify, protect, defend and hold harmless Seller, its officers and employees, ("Inspection Indemnity") from and against any and all claims, demands, losses, costs, damages, expenses or liabilities, including reasonable attorneys' fees, resulting from physical damage or personal injury arising from or in any way related to Purchaser's Inspection (including that of its officers, employees, contractors, subcontractors, agents, representatives and invitees) upon or about the Real Property. Notwithstanding any other provision herein, the Inspection Indemnity shall survive Closing and shall further survive termination of this Contract.

### 3.3 Real Property Title.

3.3.1 Titles. During the Inspection Period, the Purchaser will obtain a preliminary title commitment from a title insurance company, selected by Purchaser, for the Real Property ("Title Commitment"). The Special Warranty Deed will convey title subject to the permitted encumbrances. The following matters shall be deemed "Permitted Encumbrances" in the Special Warranty Deed:

- (a) Rights, if any, relating to the construction and maintenance in connection with any public road, public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under or across the Real Property;
- (b) Restrictions on building or use of the Real Property imposed by any current or future building or zoning ordinances or any other law or regulation of any governmental authority;
- (c) Any and all restrictions on use of the Real Property due to environmental protection laws, rules or regulations;
- (d) Rollback taxes, if any, for any future year's taxes, assessments, water rates and other governmental charges imposed on or levied against or on account of the Real Property;
- (e) All previous reservations, exceptions and conveyances of oil, gas, associated hydrocarbons, minerals and mineral substances and royalty and other mineral rights;
- (f) The Real Property and improvements are conveyed in their "as is"



condition.

- (g) All matters and exceptions listed in the deeds vesting title into Seller.

Purchaser may not object to the Permitted Encumbrances. In the event that the Purchaser deems any other matter(s) or exception(s) reflected on the Title Commitment to be objectionable, the Purchaser shall deliver the Seller written notice of the objections during the Inspection Period, or the same shall be forever waived. In the event that the Purchaser provides such objections in writing the Seller shall have the option, but not the obligation to cure the same, and Seller shall advise the Purchaser of its election in writing within ten (10) days. If the Seller elects not to cure the same, the Purchaser may either continue with closing without reduction in the sales price at which time the objectionable matter(s) shall become Permitted Exceptions, or Purchaser may terminate the contract and receive a refund of \$25,000.00 of the EMD.

#### **ARTICLE 4** **REPRESENTATIONS OF SELLER**

Seller represents and warrants to Purchaser as of the date hereof and as of the Closing Date that:

4.1 No Consent Required. No approval, notification, permits, licenses, authorization, or other action by, to or from, or filing with, any Governmental Authority or any third party is required in connection with the execution, delivery, and performance by Seller of this Agreement.

4.2 Brokers. Seller has engaged the services of a real estate broker, Mississippi Coast Realty, LLC, in connection with this agreement and Seller shall pay the commission due to said party under the parties listing agreement in the event the matter closes. Each party shall indemnify the other from all loss and liability, (including reasonable attorneys' fees) resulting from a claim by any other person or entity asserting a right or claim to any real estate brokerage fee. The provisions hereof survive the Closing.

4.3 Duty to Update. In the event at any time prior to Closing Seller learns or has reason to believe that any of Seller's representations and warranties contained in this Agreement is no longer materially true or valid, Seller shall immediately notify Purchaser.

4.5 No litigation. Seller, to his best knowledge, is not a party, either as a plaintiff or defendant, to any litigation (i) affecting or arising out of or related to the Property or operation of the Property, or (ii) which would adversely affect Seller's performance under this Agreement or the consummation of the transactions contemplated hereby. Seller knows of no threatened litigation or claim affecting or arising out of or related to the Property or the operation of the Property.

4.6 Property in compliance with laws. Seller has not received nor does Seller have knowledge of any notice from public or private authority that the Property and/or operation of the Property is currently, or through the mere passage of time, will be, in violation of any law,

ordinance, rule or regulation, or that alterations or repairs or restrictions on use, occupancy or operation are or may be required and, to the Seller's actual knowledge, there exists no violations of law or of any rules or regulations of governmental authorities or local or national board of fire underwriters with respect to the Property. Without limitation on the generality of the foregoing, the Property complies with all zoning requirements, and Seller possesses all necessary permits and licenses to own and occupy the Property for its current use.

4.7 No Violation. To Seller's knowledge and belief, execution of this Agreement and fulfillment of its terms by Seller will not violate any contract or agreement to which Seller is a party.

4.8 Maintenance of Property Pending Closing. At closing, the Property shall be in the same physical condition as of the date of execution hereof, subject to reasonable wear and tear and subject to casualty loss or condemnation for which provision is made in Section 9 of this Agreement.

## **ARTICLE 5**

### **REPRESENTATIONS OF PURCHASER**

Purchaser represents and warrants to Seller as of the date hereof and as of the Closing Date that:

5.1 Organization, Qualification and Good Standing. Purchaser (a) is a limited liability company and is duly organized, validly existing, and in good standing under the laws of the State of Mississippi, (b) is duly qualified to transact business under the laws of the State of Mississippi, and (c) has the requisite corporate power and authority to enter into this contract, to purchase and own the Real Property, and to transact the business in which it is engaged.

5.2 Authority. This Agreement has been duly executed and delivered by Purchaser. Purchaser has the full corporate power and authority to enter into this Agreement, to make the representations, warranties, covenants and agreements made herein and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite corporate action on the part of Purchaser, and constitute the legal, valid obligations of Purchaser.

## **ARTICLE 6**

### **OTHER AGREEMENTS AND OBLIGATIONS OF THE PARTIES**

6.1 Alcohol Sales. The Parties agree to execute at closing a deed restriction that will run with the Real Property being acquired by the Purchaser that will prohibit the sale of alcoholic beverages on the Real Property so long as the Chapel Property remains an active church use or such restriction is otherwise removed by the Catholic Diocese of Biloxi. In the event that the Catholic Diocese of Biloxi authorizes in the future the sale of alcoholic beverages on any other parcel(s) owned by the Seller within 300 feet of the Chapel Property the deed restriction shall be

terminated.

6.2 Public Announcements. Neither Seller nor Purchaser, prior to Closing, shall give notice to third parties or otherwise make any public statement or releases concerning this Agreement or the transactions contemplated hereby except for such written information as shall have been approved as to form and content by both Parties hereto.

6.3 Confidential Information. Subject to any disclosures of information that may be required by applicable law or court order, this Agreement, the transactions contemplated hereby and all information that is submitted by either Party to the other in connection with this Agreement, and all other information that is learned or received by Purchaser in connection with its investigation of the Real Property, both financial and otherwise, shall be treated by the other Party and its officers, directors, agents, employees, attorneys, accountants and other consultants as strictly confidential and proprietary information that may not be released or disclosed to any other person or entity (other than that Party's attorneys, accountants and other consultants) without the other Party's prior written consent.

6.4 Other Provisions. Purchaser agrees to relocate the existing cross from its current location to a location to be selected by the Seller in the front of the Chapel which relocation shall be at Purchaser's expense. At Purchaser's option, the bid for the work to relocate the cross may be performed pursuant to governmental open bidding laws. Purchaser further agrees to construct a masonry and brick privacy wall along the west and north boundaries of the Chapel Property at Purchaser's expense following the closing, which conditions shall be included in the Deed. Seller reserves the right to approve the contractor selected by the Purchaser who relocates the existing cross, approve the design of the new installation of the cross, and approve the design of the wall, which approvals which not be unreasonably withheld, conditioned or delayed.

## **ARTICLE 7**

### **CONDITIONS TO OBLIGATIONS OF SELLER**

The obligations of Seller contemplated by this Agreement on the Closing Date shall be subject to the fulfillment, prior to or at the Closing, of each of the conditions set forth in this Article (unless waived, in whole or in part, in writing by Seller).

7.1 Representation and Warranties True. The representations and warranties made by Purchaser as set forth in this Agreement shall have been materially true and correct when made and shall be materially true and correct as of the Closing Date as though such representations and warranties were made at and as of such date.

7.2 Performance of Obligations. Purchaser shall have performed, observed and complied with, in all respects, all agreements, obligations, covenants and conditions required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

7.3 Documents and Deliveries. All instruments and documents required on Purchaser's part to effectuate this Agreement and the transactions contemplated hereby shall be delivered to Seller and shall be in form and substance consistent with the requirements herein.

**ARTICLE 8**  
**CONDITIONS TO OBLIGATIONS OF PURCHASER**

The obligations of Purchaser contemplated by this Agreement on the Closing Date shall be subject to the fulfillment, prior to or at the Closing, of each of the conditions set forth in this Article (unless waived, in whole or in part, in writing by Purchaser).

8.1 Representation and Warranties True. The representations and warranties made by Seller as set forth in this Agreement shall have been materially true and correct when made and shall be materially true and correct as of the Closing Date as though such representations and warranties were made at and as of such date.

8.2 Performance of Obligations. Seller shall have performed, observed and complied with, in all material respects, all agreements, obligations, covenants and conditions required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

8.3 Documents and Deliveries. All instruments and documents required on Seller's part to effectuate this Agreement and the transactions contemplated hereby shall be executed in form and substance consistent with the requirements herein.

8.4 Title Insurance. Purchaser shall have been able to obtain during the Inspection Period a Title Commitment for an owner's policy from Seller as provided herein and a survey on the Property reflecting that the title to the Property is good and merchantable and is free and clear of liens and material encumbrances (except those liens or encumbrances to be canceled or satisfied at Closing, and the Permitted Exceptions) and possesses no title or survey defect, encroachment or shortages, other than those permitted hereunder or otherwise acceptable to the Purchaser.

**ARTICLE 9**  
**LOSS BY CASUALTY; CONDEMNATION**

9.1 Risk of Loss. Risk of loss of or damage to the Real Property shall be borne by Seller until Closing. Seller shall promptly notify Purchaser of any material casualty to the Real Property or any condemnation proceeding commenced or threatened.

**ARTICLE 10**  
**MISCELLANEOUS**

10.1 Notices. All notices or correspondence required or permitted to be given hereunder shall be in writing. Notices may be given in person, or may e-mailed to the Party to be notified at the following e-mail address, with a copy to:

If to Seller:

Ken Austin  
[ken@mscoasthomes.com](mailto:ken@mscoasthomes.com)

With a Copy to: Christian Strickland, Esq.  
Schwartz, Orgler & Jordan, PLLC  
2355 Pass Road  
Biloxi, MS 39531  
[christian@sojlaw.net](mailto:christian@sojlaw.net)

If to Purchaser: Jourdan Nicaud  
[jourdan@nicaudfoods.com](mailto:jourdan@nicaudfoods.com)

with a copy to: Adam Harris, Esq.  
Phelps Dunbar, LLP  
2602 13<sup>th</sup> Street, Suite 300  
Gulfport, MS 39501  
[Adam.Harris@phelps.com](mailto:Adam.Harris@phelps.com)

or such other address as may be designated by notice to the other Party. Notices shall be deemed given when received by the Party to be notified; provided, however, that notices received after 5:00 p.m. or on a non-business day shall be deemed to be given the following business day. Notwithstanding the foregoing, notices provided by e-mail shall be deemed given when sent.

10.2 Force Majeure. Neither Party shall be held responsible for the performance of any part of this Agreement if the Party is prevented, hindered, or delayed by reason of act of God. The obligations of the Parties shall be suspended from such performance and the parties shall not be liable in any way for such delays, loss or damages that may be occasioned by the occurrence of such an event. Notwithstanding the foregoing, closing may not be extended by Force Majeure events.

10.3 Expenses. Except as otherwise provided herein, each Party shall bear its own expenses incurred in connection with the preparation, execution and performance of this Agreement and the transactions contemplated herein.

10.4 Further Assurances. Purchaser and Seller shall upon request execute and deliver or cause to be executed and delivered all documents, and shall do or cause to be done any acts or things as may be reasonably necessary or advisable to implement and give full effect to the provisions of this Agreement.

10.5 Waiver. Except as otherwise provided herein, neither the failure nor any delay on the part of any Party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, or of any other right, power or remedy; nor shall any single or partial exercise of any right, power or remedy preclude any further or other exercise thereof, or the exercise of any other right, power or remedy; and, no waiver of any of the provisions of this Agreement shall be valid unless it is in writing and signed by the Party against whom it is sought to be enforced. Time is of the essence with respect to the terms of this Agreement.

10.6 Assignability. Purchaser may freely assign this Agreement with Notice to Seller as provided herein, provided the party who obtains the assignment agrees to be bound by all terms and conditions of this agreement.

10.7 Successor and Assigns. This Agreement shall inure to the benefit of and be binding upon Purchaser and Seller and their respective successors and assigns.

10.8 Amendments. This Agreement may only be amended or modified by a written instrument executed by the duly authorized representatives of both Purchaser and Seller.

10.9 Headings. The article and section headings contained herein are for convenience only and shall not in any way affect the meaning, construction or interpretation of this Agreement.

10.10 Partial Invalidity. In the event any provision or portion of a provision hereof is held to be invalid, void, or unenforceable, such holding shall not affect the remaining portion of that provision or any other provision hereof.

10.11 Interpretation. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the Parties hereto. This Agreement is the result of negotiations between the Parties with each Party represented by counsel of its choosing. Neither this Agreement nor any provision hereof shall be construed against either Party as the drafter or principal drafter hereof or thereof. When required by the context, whenever the singular number is used in this Agreement, the same shall include the plural, and the plural shall include the singular, the masculine gender shall include the feminine and neuter genders, and vice versa. Words or phrases using initial capitalized letters shall have the meanings ascribed to them in this Agreement, and when such words or phrases are in lower case, they shall have the meaning usually associated with them in common, ordinary parlance. As used in this Agreement, the term "Seller" shall include the successors and permitted assigns of Seller, and the term "Purchaser" shall include the successors and permitted assigns of Purchaser. The term "Dollars" and the symbol "\$" shall mean United States dollars.

10.12 Possession. Seller shall remove all personal property from the Real Property and deliver possession to Purchaser on the Closing Date.

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Photocopies and electronic copies of signature page are deemed originals.

10.14 Applicable Law and Forum. This Agreement shall be deemed to have been made, executed, and delivered in, and shall be governed and construed in accordance with the procedural and substantive laws of the State of Mississippi and the United States of America, exclusive of any laws that would require the application of the laws of a different jurisdiction.

10.15 Entire Agreement. This Agreement, together with the Exhibit attached hereto, and the Asset Purchase Agreement embodies the entire agreement and understanding between the Parties with respect to the specific subject matter hereof.

10.16 Condemnation. If any portion of the Property is condemned or taken by a body having the power of eminent domain or is damaged by such a condemnation or taking, or any such

condemnation or taking is threatened, then Seller shall advise Purchaser thereof by Notice and within ten (10) days after such Notice from Seller, Purchaser, may by Notice and within ten (10) days after such Notice from Seller, Purchaser may elect to terminate this Agreement prior to Closing, in which event Seller shall return the EMD to Purchaser; and both parties shall be relieved and released of and from any and all further liability hereunder (other than any liability or indemnity that by the express terms hereof survives any termination of this Agreement). If Purchaser makes no election to cancel this Agreement, then (a) this Agreement shall remain in full force and effect, (b) the purchase of the Property, less any interest taken by condemnation or eminent domain, shall be effected with no adjustments to the Purchase Price because of the condemnation or taking and (c) upon the Closing, Seller shall assign, transfer and set over to Purchaser all of the right, title and interest of Seller in and to any awards that have been or that may thereafter be made for any such taking or takings of the Property.

10.17. Attorney's Fees. Should either party to this agreement file suit related to any term of this agreement, the prevailing party in such suit shall be entitled to reasonable attorney's fees and all costs incurred.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement, under seal, individually or by their respective, duly authorized representatives as of the date first above written.

**PURCHASER:**

\_\_\_\_\_  
Jourdan Nicaud

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

**SELLER:**

**The Catholic Diocese of Biloxi for  
the Parish of St. Paul's**

*+ Louis Kikerman*  
\_\_\_\_\_  
By: Its Authorized Representative

Date: 4/21/23



**LEGAL DESCRIPTION**

**PARCEL 1A**

A parcel of land situated in Section 25, Township 8 South, Range 13 West, St. Stephens Meridian, City of Pass Christian, Harrison County, Mississippi and being a part of City Block 132 and being further describe as follows:

Commencing at a pk nail found in asphalt at the intersection of the West right of way line of St. Paul Avenue with the North right of way line of East Scenic Drive; thence run along said right of way line of East Scenic Drive South 70 degrees 58 minutes 08 seconds West for a distance of 95.72 feet to a ½ inch capped iron rod set and the point of beginning; thence departing said right of way run North 20 degrees 23 minutes 33 seconds West for a distance of 323.54 feet to a ½ inch capped iron rod set; thence run North 67 degrees 25 minutes 53 seconds East for a distance of 99.86 feet to a ½ inch capped iron rod set on the West right of way line of St. Paul Avenue; thence run along said West right of way line North 19 degrees 40 minutes 55 seconds West for a distance of 107.83 feet to a pk nail set at the intersection of said right of way line with the South right of way line of Second Street; thence run along said right of way line North 67 degrees 25 minutes 53 seconds East a distance of 337.02 feet to a ½ inch capped iron rod found; thence departing said right of way run South 20 degrees 52 minutes 14 seconds East, through a ½ inch capped iron rod found at 165.87 feet, for a total distance of 433.46 feet to a ½ inch capped iron rod found on the North right of way line of East Scenic Drive, said rod being on a non-tangential curve to the right having a central angle of 09 degrees 33 minutes 03 seconds and a radius of 1,145.04 feet; thence run along the arc of said curve for a distance of 190.87 feet to a ½ inch iron rod found that is North 65 degrees 58 minutes 32 seconds East for a distance of 190.65 feet from the previously described point; thence run North 70 degrees 58 minutes 08 seconds East for a distance of 41.78 feet to the point of beginning, containing 111,102 square feet or 2.55 acres, more or less. The previously described parcel being part of Harrison County Tax Parcel # 0313H-02-057.000

**PARCEL 2**

A parcel of land situated in Section 25, Township 8 South, Range 13 West, St. Stephens Meridian, City of Pass Christian, Harrison County, Mississippi and being a part of City Block 132 A and being further describe as follows:

Commencing at a pk nail found in asphalt at the intersection of the West right of way line of St. Paul Avenue with the North right of way line of East Scenic Drive; thence run South 32 degrees 42 minutes 22 seconds West for a distance of 80.92 feet to a ½ inch capped iron rod set on the South right of way line of East Scenic Drive and the point of beginning; thence departing said right of way line run South 20 degrees 52 minutes 14 seconds East for a distance of 205.02 feet

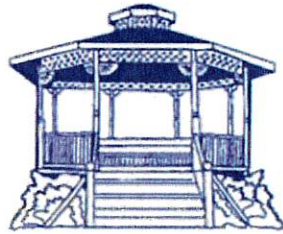


to a 1 ½ inch iron pipe found on the North right of way line of U.S. Highway 90; thence run along said North right of way line South 61 degrees 16 minutes 26 seconds West for a distance of 124.15 feet to a 1 ½ inch iron pipe found; thence departing said right of way line run North 20 degrees 52 minutes 14 seconds West for a distance of 224.76 feet to ½ inch capped iron rod set on the South right of way line of East Scenic Drive and the beginning of a non-tangential curve to the right, said curve having a central angle of 02 degrees 34 minutes 37 seconds and a radius of 1,095.04 feet; thence run along said right of way line and arc of said curve for a distance of 49.25 feet to a ½ inch capped iron rod that is North 69 degrees 27 minutes 44 seconds East a distance of 49.25 feet from the previously described point; thence run North 71 degrees 03 minutes 20 seconds East a distance of 73.81 feet to the point of beginning, containing 26,488 square feet or 0.61 acres, more or less. The previously described parcel being known as Harrison County Tax Parcel 0313H-02-093.000

### PARCEL 3

A parcel of land situated in Section 25, Township 8 South, Range 13 West, St. Stephens Meridian, City of Pass Christian, Harrison County, Mississippi and being a part of City Block 132 A and being further describe as follows:

Commencing at a pk nail found in asphalt at the intersection of the West right of way line of St. Paul Avenue with the North right of way line of East Scenic Drive; thence run South 32 degrees 42 minutes 22 seconds West for a distance of 80.92 feet to a ½ inch capped iron rod set on the South right of way line of East Scenic Drive and the point of beginning; thence run along said right of way line North 70 degrees 49 minutes 59 seconds East a distance of 79.22 feet to a ½ inch capped iron rod set; thence departing said right of way line run South 20 degrees 52 minutes 14 seconds East for a distance of 191.97 feet to a 1 inch pinch pipe found on the North right of way line of U.S. Highway 90; thence run along said right of way line South 61 degrees 26 minutes 24 seconds West for a distance of 79.90 feet to a 1 ½ inch iron pipe found; thence departing said right of way line run North 20 degrees 52 minutes 14 West for a distance of 205.02 feet to the point of beginning, containing 15,718 square feet or 0.36 acres, more or less. The previously described parcel being known as Harrison County Tax Parcel 0313H-02-094.000



CITY OF PASS CHRISTIAN  
Planning and Zoning Department  
200 West Scenic Drive  
Pass Christian, MS 39571  
(228) 452-3324 or planner@pass-christian.com

For Staff Use Only

### APPLICATION FOR PLANNING COMMISSION APPROVAL

Case Number: \_\_\_\_\_

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

Receipt Number: \_\_\_\_\_

Received By: \_\_\_\_\_

Zoning: \_\_\_\_\_

Ward: \_\_\_\_\_ Flood: \_\_\_\_\_

Size: \_\_\_\_\_

#### Property Information

TAX PARCEL #	0	3	1	3	H	-	0	2	-	0	5	7	●	0	0	0
	0	3	1	3	H	-	0	2	-	0	9	3	●	0	0	0
	0	3	1	3	H	-	0	2	-	0	9	4	●	0	0	0

(If necessary, use separate sheet of paper)

Address of Property Involved: 140 EAST BEACH, PASS CHRISTIAN MS 39571

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

General Location: \_\_\_\_\_

#### GENERAL DESCRIPTION OF REQUEST:

Application for approval of PUD for St. Paul Village; Comprehensive plan submitted herewith.

#### OWNERSHIP AND CERTIFICATION:

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

OWNER

AGENT

Printed Name of Owner  
St. Paul Center, LLC (via Real Estate Purchase Agreement)

Mailing Address  
111 West Scenic Drive

City State Zip code  
Pass Christian MS 39571

Home Phone Work/Cell Phone  
228.363.2819

Email  
nicaud.foods@gmail.com

Signature of Owner

Printed Name of Agent  
Jourdan Nicaud

Mailing Address  
111 West Scenic Drive

City State Zip code  
Pass Christian MS 39571

Home Phone Work/Cell Phone  
228.363.2819

Email  
nicaud.foods@gmail.com

Signature of Agent

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

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

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

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

NAME OF OWNER (PRINT) \_\_\_\_\_

ADDRESS (STREET, CITY, STATE, ZIP CODE) \_\_\_\_\_

PHONE # (H) \_\_\_\_\_ (W) \_\_\_\_\_

TAX PARCEL NUMBER(S) OWNED \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME OF OWNER (PRINT) \_\_\_\_\_

ADDRESS (STREET, CITY, STATE, ZIP CODE) \_\_\_\_\_

PHONE # (H) \_\_\_\_\_ (W) \_\_\_\_\_

TAX PARCEL NUMBER(S) OWNED \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME OF OWNER (PRINT)

ADDRESS (STREET, CITY, STATE, ZIP CODE) \_\_\_\_\_

PHONE # (H) \_\_\_\_\_ (W) \_\_\_\_\_

TAX PARCEL NUMBER(S) OWNED \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

(Use additional forms as needed)

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

PERSON/AGENT FOR YOU: \_\_\_\_\_

### IMPORTANT NOTICE

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

### SUBMISSION REQUIREMENTS

- A. Page one of this application, completed and signed.
- B. Site plan. Please note that approval of your request, in part, is based on your site plan.
  - The property lines and dimensions have been provided on the drawing.
  - All buildings and structures located on the property have been identified.
  - All dimensions of buildings and structures have been noted on the site plan.
  - All distances from the property lines to all the buildings and structures have been identified and noted on the site plan.
  - Street names have been provided which abut the property.
  - Traffic flow, parking and driveways have been identified.
  - Required buffer strips have been identified.
  - Other pertinent information as needed to pictorially demonstrate the proposed development/use.
- C. Proof of ownership (Copy of deed or affidavit)

- D. If applicable, notarized proof of authority to act as agent for owner (board resolution, etc.)
- E. The City of Pass Christian Planning Division will notify, by letter, property owners adjacent to the requested action identified in this application using the Land Roll database from the County Tax Office. If you would like to have additional persons or property owners notified, please provide a list of additional persons to be notified.
- F. **Provide a written statement addressing the following issues:**  
**Explain how the site plan is appropriate with regard to:**
  - Transportation and access
  - Water supply
  - Waste disposal
  - Fire and Police protection
  - Other public facilities
  - Why the proposal will not cause undue traffic congestion or create a traffic hazard.
  - Why the proposal is in harmony with the orderly and appropriate development of the district in which the use is located.
- G. Cash, credit card, or check payable to the City of Pass Christian in the amount of **\$200.00**.

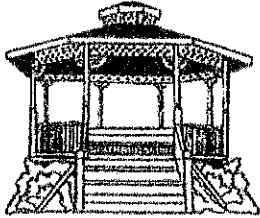
## LEGAL NOTICE

PUBLIC NOTICE is given by the City of Pass Christian, Mississippi, that a public hearing will be held by the City of Pass Christian Planning Commission on Tuesday, November 28, 2023, at 6:00 pm in the Pass Christian Municipal Courtroom, 105 Hiern Avenue, Pass Christian, MS, on the application of Heather Calder to rezone the property situated on the North side of the RR tracks and the West side of Espy Avenue (Tax Parcel No. 04121-01-002.000), in the City of Pass Christian, MS, from a T3 Transect zone to a T4 zone to be allowed to build smaller homes with the possibility of home offices. The recommendation of the Planning Commission on this matter will be reviewed by the Mayor and Board of Aldermen at a public hearing on Tuesday, December 5, 2023, at 6:00 pm in the Pass Christian Municipal Courtroom, 105 Hiern Avenue, Pass Christian, MS.

All interested persons are invited to attend and participate at such hearings. Written comments or objections must be filed with the Zoning Office no later than close of business on November 28, 2023, or may be addressed as follows:

City of Pass Christian  
Zoning Office  
200 W Scenic Drive  
Pass Christian, MS 39571

For additional information please contact the City Community Development Director, Mark Savasta, at (228) 452-3316.



# City of Pass Christian

Planning Department  
200 West Scenic Drive  
Pass Christian, MS 39571

For Office Use Only	
Date Received	_____
Received by	_____
Paid by Cash/Check/Credit Card	

## CHANGE IN ZONING / USE PERMIT APPLICATION

Application Fee Required\*: \$ 250.00 (NON-REFUNDABLE)

Application Date: 9/23/23

Indicate Request: Change In Zoning District  Use Permit  Conditional Use Permit

### Applicant Information

Address of Lot(s):	<u>BAILEY'S SUBDIVISION LOT 55, BLOCK 1</u>
Parcel ID(s):	<u>0312P-01-011-000 NORTH ST. SEC 24 TOWN 08 R06 13</u>

PPIN  
65907-0

- |                     |                           |        |                            |
|---------------------|---------------------------|--------|----------------------------|
| 1. Applicant:       | <u>THOMAS DRAKE</u>       | Phone: | <u>985 705 3740</u>        |
| Address:            | <u>100 Evangeline Dr</u>  | Email: | <u>THDrake48@gmail.com</u> |
| 2. Owner of Record: | <u>THOMAS DRAKE</u>       | Phone: | <u>SAME</u>                |
| Address:            | <u>100 Evangeline Dr</u>  | Email: | <u>SAME</u>                |
|                     | <u>MADEVILLE LA 70417</u> |        |                            |

### Complete the Following:

Current Zoning Designation of Property RESIDENTIAL, INDUSTRIAL  
 New Zoning Designation Requested COMMERCIAL

### Respond to the following questions on separate sheet(s):

1. Explain the present use of the property and condition of any existing structures:  
FOREST
2. Describe the intended use of the property:  
WATER WELLS EQUIPMENT
3. Reason for request including 1) a description of the change/changes in the neighborhood that justify the change (when/where) AND 2) the public need for the zoning designation of the property to change.  
DEVELOPMENT FROM FOREST TO SHOP SP  
WHEN: WITHIN 30 DAYS OF APPROVAL

**ATTACHMENTS REQUIRED:**

- 1. Application Fee. Amount \$ 250.00
- 2. Map of the property and the surrounding neighborhood.
- 3. Legal description; street address. *← N/A*
- 4. Diagram of intended use, showing dimensions and distances of property, building and their setbacks; parking spaces, entrances and exits.
- 5. Development schedule. The time schedule for the beginning and completion of development planned by the applicant in the area, if the development is planned in stages, the time schedule shall indicate the successive stages and the development planned for each stage. *START: UPON APPROVAL COMPLETE 45 DAYS*
- N/A*  6. Copy of protective covenants or deed restrictions, if any. *N/A*
- N/A*  7. Copies of approvals or requests of approval from other agencies such as: Health Department, Miss. Air and Water Pollution Control Commission, Corps of Engineers, Department of Marine Resources Council, etc. *N/A*
- 8. Claims of support or "no objection" from owners of adjoining property should be substantiated in writing or by the appearance of such owner(s) at the hearing. Such support is usually considered material but not conclusive. *VERBAL NO OBJECTION*
- 9. Responses to Questions 1 - 3.

**\*\*\* If applicant is authorized to represent property owner, applicant must provide documentation signed by the property owner.**

Signature of Property Owner

Thomas E. Drake

THOMAS DRAKE

Print name

9/23/23

Date

Signature of Applicant

Thomas E. Drake

THOMAS DRAKE

Print name

9/23/23

Date

STATE OF MISSISSIPPI

COUNTY OF HARRISON

ENTERED

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten (\$10.00) Dollars, cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, JACK CAPERS ADAM, do hereby sell, convey, and warrant unto THOMAS E. DRAKE, the following described property, together with the improvements located thereon, if any, being situated and located in the First Judicial District of Harrison County, Mississippi, to-wit:

Beginning at the Southeast corner of Lot 55, Block 1, BAILEY'S SUBDIVISION, according to the map or plat thereof which appears at Plat Book 6, Page 19 (Copy Book 3, Page 209), Record of Plats, Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, and thence run North 69 degrees 38 minutes 48 seconds East a distance of 190.0 feet to a point; thence run South 20 degrees 21 minutes 56 seconds East along the West line of property now or formerly of Whittman a distance of 350.0 feet to a point situated on the North margin of North Street; thence run South 69 degrees 38 minutes 48 seconds West along the North margin of North Street a distance of 190.0 feet to a point; thence run North 20 degrees 21 minutes 56 seconds West along the Easterly line of Lots 62-55 of said Bailey's Subdivision a distance of 350.0 feet to the Point of Beginning. Said parcel contains 1.53 acres, more or less, and is located in a portion of the Charles Asmond Claim, Township 8 South, Range 13 West, First Judicial District of Harrison County, Mississippi.

The above described property is conveyed subject to any restrictive covenants, mineral reservations and easements of record.

Ad valorem taxes for the current year are prorated as of the date of this deed and are assumed by Grantee herein.

WITNESS my signature, this the 23 day of September, 1997.

*Jack Capers Adam*  
JACK CAPERS ADAM



STATE OF ARIZONA

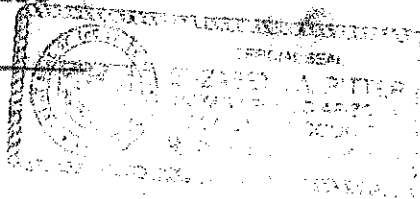
COUNTY OF Maricopa

PERSONALLY appeared before me, the undersigned authority in and for the above mentioned state and county, within jurisdiction, the within named, JACK CAPERS ADAM, who acknowledged that he signed and delivered the above and foregoing instrument on the day and in the year therein mentioned.

WITNESS my signature and official seal of office, this the 23rd day of September, 1997.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 1-25-97



GRANTOR

JACK CAPERS ADAM  
7402 East Edgewood Avenue  
Mesa, AZ 85208  
(602) 641-9544

GRANTEE

THOMAS E. DRAKE  
416 West Beach Boulevard  
Pass Christian, MS 39571  
(601) 452-0700

PREPARED BY:

Jerry J. Rosetti  
Attorney At Law  
1720 22nd Avenue  
Gulfport MS 39501  
(601) 863-8678

INDEXING INSTRUCTIONS: A portion of the Charles Asmond Claim, Township 8 South, Range 13 West, First Judicial District of Harrison County, Mississippi, being bounded on the south by North Street, and extending in a northwesterly direction for a distance of 350 feet, bounded on the East by property now or formerly of Whittman and on the West by Lots 56-60, Block 1 of [unclear]'s Subdivision.

Instrument No. 6741

GRANTOR

JACK CAPERS ADAM  
7402 East Edgewood Avenue  
Mesa, AZ 85208  
(502) 641-9544

GRANTEE

THOMAS E. DRAKE  
416 West Beach Boulevard  
Pass Christian, MS 39571  
(601) 452-0700

PREPARED BY:

Jerry J. Rosetti  
Attorney At Law  
1720 22nd Avenue  
Gulfport MS 39501  
(601) 863-8678

INDEXING INSTRUCTIONS: A portion of the Charles Asmond Claim, Township 8 South, Range 13 West, First Judicial District of Harrison County, Mississippi, being bounded on the south by North Street and extending in a northwesterly direction for a distance of 350 feet, bounded on the East by property now or formerly of Whittman and on the West by Lot 56-68, Block 1 of Subdivision.

Instrument No. 6741

STATEMENT OF FEES

Recording Fee \$6.00

Records Management Fee \$1.00

Abstracting/Section Fee at 1.00

\$1.00 each

Marginal Entry at 50 each

Other

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

I hereby certify that this instrument was received and recorded at \_\_\_\_\_ o'clock

and 53 minutes P. M. on 26 day of \_\_\_\_\_, A.D. 19 97

and recorded Sept 29, 19 97 in Records of Deeds \_\_\_\_\_

Book 1384 Pages 376-377

JOHN McADAMS, Chancery Clerk

*John M.*

State of Mississippi

Real Property 24855 DRAKE THOMAS E  
Tax Year 2021

LRMMODP 24-1

Harrison  
SHARON NASH BARNETT  
POST OFFICE BOX 1270  
GULFPORT MS 39502  
Paid by: SAME

Drawer: 4  
User: JMB1  
Paid: Cash

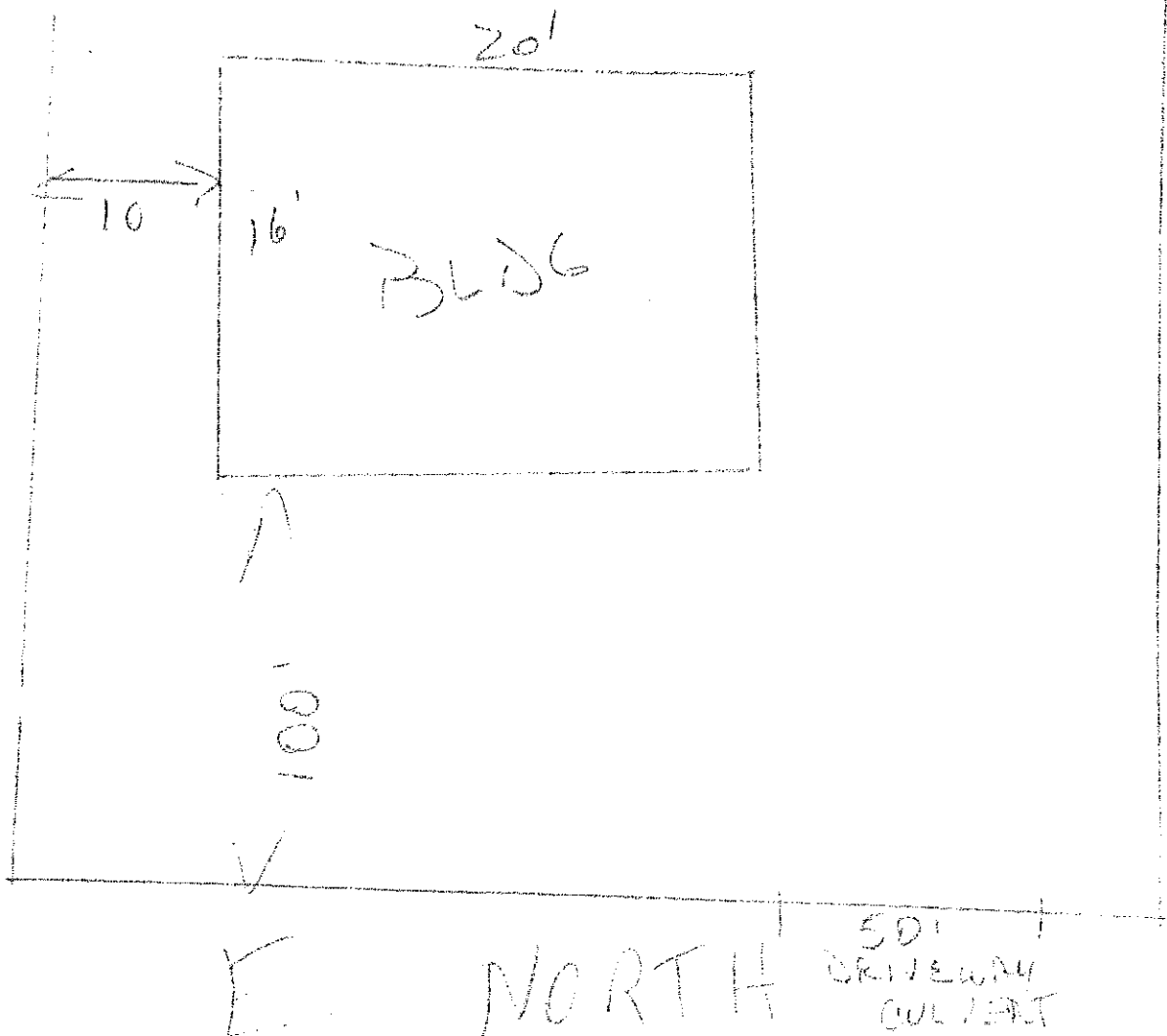
DR: 1384/0376 09/26/1997-  
1.5 AC(C) BEG AT SE COR OF LOT 55  
BLK 1 BAILEY'S SUBD N 69 DG E 190  
FT S 20 DG E 350 FT. TO N MAR OF  
NORTH ST SWLY ALONG RD 190 FT TO  
SE COR OF LOT 62 N 20 DG W ALONG  
SUBD 350 FT TO POB PART OF SE1/4  
OF SE1/4 OF SEC 24-8-13

PPIN 65907-0		Receipt # 2090055	Date: 12/15/2021			
Tax District JD 1		Total Acres	Forest Acres			
Parcel Number 0312P-01-011.000 PROP ADDR: NORTH ST		Sec. Twn. Rng. 24 08 13				
Class 1 Value		Class 2 Value		Total Value		
True Assessed		8,625 1,294		8,625 1,294		
211215 0718 JMB1 GCDS753AA						
Type of Tax		Millage	Gross Tax Amount	Regular Homestead	Special Exemption	Net Tax
COUNTY		36.4200	27.13			47.13
CITY		48.7400	63.07			63.07
SCHOOL		57.7600	74.74			74.74
**ACCOUNT PAID IN FULL**			Total Tax Due .....			\$184.94
DRAKE THOMAS E 103 BEACHVIEW DRIVE PASS CHRISTIAN, MS 39571				Tax Amount Paid		\$184.94
				Penalty Paid		
				Printer Fee Paid		
				Excess Bid Paid		
				Total Paid this Receipt		184.94
Other Tax Payments						
*Grand Total Paid*		184.94				

Received by: \_\_\_\_\_

USAGE:

BLDG 16' x 20' PRE-FAB METAL. THE REST OF  
CLEARED AREA IS FOR PARKING AND FOR EQUIPMENT  
FOR WATER WELL REPAIR/REPLACE. 50' CULVERT TO  
RIGHT SIDE PER ALLOWED BY CITY.



## LEGAL NOTICE

PUBLIC NOTICE is given by the City of Pass Christian, Mississippi, that a public hearing will be held by the City of Pass Christian Planning Commission on Monday, October 30, 2023, at 6:00 pm in the Pass Christian Municipal Courtroom, 105 Hiern Avenue, Pass Christian, MS, on the application of Thomas Drake to rezone the property situated on the North side of E. North Street (Tax Parcel No. 0312P-01-011.000), also described as Lot 55, Block 1, Bailey's Subdivision, in the City of Pass Christian, MS, from a T2 Transect zone to Special District – Auto Centric zone to permit the use of the property for a water well business (Light Industrial use). The recommendation of the Planning Commission on this matter will be reviewed by the Mayor and Board of Aldermen at a public hearing on Tuesday, November 7, 2023, at 6:00 pm in the Pass Christian Municipal Courtroom, 105 Hiern Avenue, Pass Christian, MS.

All interested persons are invited to attend and participate at such hearings. Written comments or objections must be filed with the Zoning Office no later than close of business on October 30, 2023, or may be addressed as follows:

City of Pass Christian

Zoning Office

200 W Scenic Drive

Pass Christian, MS 39571

For additional information please contact the City Community Development Director, Mark Savasta, at (228) 452-3316.