

**CITY OF BILOXI
AGENDA ITEM
FACT SHEET**

Item No.: **5DD**

Council Meeting Date: June 16, 2026

ITEM TITLE: RESOLUTION
INTRODUCED BY: Mayor Andrew "FoFo" Gilich
CONTACT PERSON: Richard Weaver, Chief Administrative Officer
 Rachel Quave, Contract Manager

SUMMARY EXPLANATION:

Resolution authorizing entry into an Amended and Restated Lease Agreement with Gulf Coast Carnival Association

Resolution Ordinance _____ Public Hearing _____ Routine Agenda _____

Exhibits for Review

Contract Minutes _____ Plans/Maps _____ Deed _____ Lease _____

Other (Specify): Exhibit A: Amended and Restated Lease Agreement

Submittal Authorization: Council President _____ Mayor

STAFF RECOMMENDATION: Staff recommends approval

COUNCIL ACTION: Motion By: _____ Second By: _____

Vote:	Councilmember	Yes	No	AFR	ABST	Councilmember	Yes	No	AFR	ABST
	Gray	___	___	___	___	Tisdale	___	___	___	___
	Marshall	___	___	___	___	Glavan	___	___	___	___
	Nail	___	___	___	___	Shoemaker	___	___	___	___
	Creel	___	___	___	___					

ACTION TAKEN:

Resolution No.

RESOLUTION AUTHORIZING ENTRY INTO AN AMENDED AND RESTATED LEASE AGREEMENT WITH GULF COAST CARNIVAL ASSOCIATION

WHEREAS, prior to Hurricane Katrina, the City of Biloxi (the "City") leased certain property, located between Auguste Bayou and Hill Street, to Gulf Coast Carnival Association ("GCCA") for use as a storage facility;

WHEREAS, following the destruction of such storage facility by Hurricane Katrina, the City and GCCA entered into that certain Lease Agreement, dated January 17, 2006, under which the City leased the real property located at 591 Esters Boulevard (the "Lease Premises") to GCCA and granted GCCA the right to construct a building upon the real property to be used as a carnival barn;

WHEREAS, on or about October 24, 2006, the City and GCCA entered into the First Amended Lease Agreement, which extended the term to coincide with the term of the financing necessary to construct the new carnival barn;

WHEREAS, on or about July 24, 2007, the City and GCCA entered into the Second Amended Lease Agreement, further clarifying the terms of the agreement to assist GCCA in obtaining the financing necessary to construct the new carnival barn;

WHEREAS, GCCA has paid all obligations regarding the financing of the new carnival barn;

WHEREAS, the parties wish to enter the Amended and Restated Lease Agreement, attached hereto as Exhibit "A," to clarify the duties, obligations and responsibilities of each party in absence of any considerations regarding financing;

WHEREAS, it is appropriate that the City enter the Amended and Restated Lease Agreement as it is consistent with City's objectives of promoting and fostering the development

and improvement of the community and the civic, social, educational, cultural, moral, and economic benefits of the City and its citizens; and

WHEREAS, it is the recommendation of Richard Weaver, Chief Administrative Officer, that the City enter the Amended and Restated Lease Agreement with GCCA.

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

SECTION ONE: The findings, conclusions and statements of fact contained in the preamble of this resolution are hereby ratified, approved and adopted.

SECTION TWO: The Mayor, on behalf of the City of Biloxi, is authorized to execute the Amended and Restated Lease Agreement, attached hereto as Exhibit "A," with Gulf Coast Carnival Association.

SECTION THREE: This resolution will take effect upon adoption.

STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT



AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT (the “Agreement”), effective the ____ day of _____, 2026, by and among the City of Biloxi, Mississippi, a Mississippi municipal corporation (hereinafter, “Lessor”), and Gulf Coast Carnival Association, Inc., a Mississippi non-profit corporation (hereinafter, “Lessee”).

WITNESSETH

WHEREAS, following the destruction of the storage facility located between Auguste Bayou and Hill Street by Hurricane Katrina, Lessor and Lessee entered into that certain Lease Agreement, dated January 17, 2006, under which Lessor leased the real property located at 591 Esters Boulevard and more particularly described in Exhibit “A” (the “Lease Premises”) to Lessee and granted Lessee the right to construct a building upon the real property to be used as a carnival barn;

WHEREAS, on or about October 24, 2006, Lessor and Lessee entered into the First Amended Lease Agreement, which extended the term to coincide with the term of the financing necessary to construct the new carnival barn;

WHEREAS, on or about July 24, 2007, Lessor and Lessee entered into the Second Amended Lease Agreement, further clarifying the terms of the agreement to assist Lessee in obtaining the financing necessary to construct the new carnival barn;

WHEREAS, Lessee has paid all obligations regarding the financing of the new carnival barn;

WHEREAS, the parties wish to enter this Amended and Restated Lease Agreement to clarify the duties, obligations and responsibilities of each party in absence of any considerations regarding financing;

WHEREAS, it is appropriate that the following Amended and Restated Lease Agreement be entered into for the lease of the Leased Premises as it is consistent with City of Biloxi’s objectives of promoting and fostering the development and improvement of the community and the civic, social, educational, cultural, moral, and economic benefits of the City and its citizens.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the good and valuable consideration as hereinafter set forth, Lessor and Lessee hereby agree as follows:

ARTICLE I - LEASE OF PREMISES

A. Lessor covenants that for and in consideration of the Rental Payments (as hereinafter defined) to be paid by Lessee and the performance and observance by Lessee of the

covenants, conditions, and stipulations herein given by Lessee, Lessor has leased, let, and demised and does by these presents lease, let, and demise to Lessee the Leased Property.

B. The parties acknowledge that all fixtures on the Lease Premises, including the existing building, are the property of the City of Biloxi.

C. The Leased Premises is accepted by Lessee in its present condition. Lessee specifically acknowledges and understands that Lessor makes no representations or warranties, whether expressed or implied, including, without limitation, no warranties that the Leased Premises is free from defects or deficiencies, whether hidden or apparent. Further, the Lessor makes no representations regarding the fitness of the Leased Premises for any purpose. The Leased Premises is accepted "as is, where is" by the Lessee.

D. Within the Leased Premises, the Lessee shall have the right to use the leased premises only for the performance and accomplishment of its authorized activities including, but not limited to, both educational purposes as well as the construction, fabrication, decoration, housing, and storage of carnival parade floats and other equipment, supplies, materials, and costumes owned or used by Gulf Coast in furtherance of its Mardi Gras parades and celebrations. The use of the leased premises and activities therein shall be conducted so as not to create unnecessary noise or nuisance to the residents within the general vicinity of the leased premises. The leased premises shall be kept clean at all times, and shall be cleared and cleaned of all empty boxes and other debris, litter, and flammable materials after the Mardi Gras celebration, and at all times throughout the year. Any use of the leased premises not hereby authorized shall render this lease subject to cancellation at the option of the City, provided it complies with all applicable ordinances, rules, regulations and laws.

ARTICLE II - TERM

The initial term of this Lease is for a period of thirty (30) years, commencing on the 1st day of November, 2006. This Lease shall automatically renew for an additional two successive ten (10) year terms unless written notice is given by the terminating party to the other party at least six (six) months prior to the end of that ten-year term, subject to the provisions of ARTICLE XI - of this lease

ARTICLE III - RENTAL PAYMENTS

The rent to be paid by Gulf Coast to the City shall be the sum of one dollar (\$1.00), per annum, and the promise to conduct at least one parade on the streets of the City of Biloxi for the entertainment of the general public, free of charge, on Mardi Gras of each year of the term of this lease. Failure to do so shall render this lease subject to cancellation at the option of the City.

ARTICLE IV - IMPROVEMENTS AND RESTRICTIONS

A. With respect to any and all Improvements on the premises that Lessee is required or permitted to make, Lessee shall conform to and observe, and require all of Lessee's architects, engineers, laborers, contractors, subcontractors, and materialmen to conform to and observe, all laws, statutes, building codes, rules, and regulations relating to such Improvements. Lessee shall be responsible for, and shall defend, hold harmless, and indemnify Lessor from and against, any

and all claims, liabilities, and damages caused by Lessee's construction of any Improvements. Any and all Improvements that Lessee is required or permitted to make shall be performed (a) by experienced, licensed, bonded, and insured contractors, (b) in full compliance with all applicable laws, rules, regulations, building codes, and permit requirements, and (c) in a good and workmanlike manner, all at Lessee's sole cost and expense.

B. Lessee agrees and covenants that it will not allow any liens to be placed against the subject property as a result of said construction.

C. Upon termination or cancellation of this Agreement for any reason, all Improvements of whatever nature or kind placed by Lessee on the premises (excluding Lessee's movable trade fixtures) are and/or shall remain or become the property of Lessor and be surrendered with the premises as a part thereof without disturbance, molestation, or injury and without Lessor being required or obligated to make any payment or reimbursement whatsoever to Lessee therefor or for the value of any materials and workmanship or for the enhanced value of the premises, and Lessee hereby waives any and all rights to compensation therefor.

ARTICLE V - REPAIRS AND MAINTENANCE

A. At Lessee's sole cost and expense, Lessee shall keep and maintain the Leased Premises in good order, condition, and repair, including, without limitation, with respect to all improvements, decks, railings, interior walls, doors, windows, electrical wires and lines, plumbing, gas, water, and sewerage facilities, fixtures, floors, ceilings, signs, and all appliances and similar equipment.

B. Except for the repairs described above or repair required by reason of the intentional or negligent acts of Lessee, its employees, agents, invitees, licensees, or contractors, Lessor shall be responsible for replacement, maintenance and repair to the roof and exterior walls to include foundation piers of the Leased Premises. Reasonable notice from Lessee of the need for Lessor to perform a repair to the roof or exterior walls of the Leased Premises shall be a condition to Lessor commencing such repair.

ARTICLE VI - UTILITIES

The Lessee agrees and covenants to pay or cause to be paid all bills, charges, and surcharges for all utilities on the Leased Premises during the term of this Agreement, including but not limited to phone lines, water, sewer, gas, cable, internet and electricity. Lessee shall further indemnify, defend and hold Lessor harmless for all such payments and shall discharge the same in a timely manner.

ARTICLE VII - ACCESS TO PREMISES

Upon reasonable notice to Lessee (which shall not be required in the event of emergency), Lessor and its agents, contractors, and/or employees may enter the Leased Premises for any reason, provided, however, Lessor shall use all reasonable efforts to minimize any interference with Lessee's business operations at the Leased Premises.

ARTICLE VIII - INSURANCE AND INDEMNITY

A. Lessor will acquire and maintain such property insurance insuring the real property and fixed improvements of the Leased Premises in such amounts as the Lessor shall deem appropriate.

B. The Lessee will, at its sole cost and expense, maintain such property and casualty insurance on its personal property, fixtures and equipment located within the Leased Premises during this Agreement, in such amounts as the Lessee shall deem appropriate.

C. Lessee shall procure and keep in effect at all times during the term(s) hereof, comprehensive general liability insurance on Lessee's operations of the Leased Premises for the protection of the Lessee in which the limits of public liability shall be in a minimum of Five Hundred Thousand Dollars (\$500,000.00) per single occurrence and One Million Dollars (\$1,000,000.00) in aggregated coverage and shall cause Lessor to be named as one of the insured.

D. Lessee shall deliver to Lessor copies of Lessee's policies of insurance or certificates thereof with evidence of the payment of premiums therefore not less than thirty (30) days prior to the expiration of existing coverage. In default of obtaining such required insurance, Lessor, at its option, may procure the same for the account of the Lessor and the cost thereof shall be immediately reimbursed to the Lessor by the Lessee upon the billing therefore to the Lessee. In the event such debt is not reimbursed within thirty (30) days after billing, the Lessor may declare the same as a default by Lessee under the terms hereof entitling Lessor to all of the rights and remedies provided for herein or under the laws of the State of Mississippi in case of a default by a Lessee.

E. Policies of insurance required to be procured and maintained by the parties under any of the provisions of this Agreement will contain a clause that the insurer will not cancel or change the insurance without first giving both parties prior written notice. Either party shall have the right to furnish insurance required under any of the terms of this lease contract by way of a blanket policy or separate policies issued by a company licensed to do business in the State of Mississippi.

F. To the extent not covered by insurance carried in favor of Lessor, Lessee shall keep and hold harmless Lessor from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents or employees of Lessor or Lessee, by reason of death or injury to persons or loss or damage to property resulting from Lessee's operations, or anything done or omitted by Lessee under this Agreement except to the extent that such claims, demands, suits, judgments, cost and expenses may be attributed to the acts or omissions of Lessor or its agents or employees.

G. Lessee shall indemnify, defend and hold harmless the Lessor from and against any and all losses, liabilities, costs and expenses, including reasonable local attorney fees, judgments and other claims arising from injury, death or damage to any person or property regarding or in any way related to the Leased Premises which was (a) occasioned by any act, failure to act or omission of the Lessee, its agents, servants, employees, contractors, invitees and licensees, (b) caused by Lessee's use and/or occupancy of the Leased Premises, and/or (c) caused by Lessee's breach of any provision of this Agreement. It is understood and agreed that Lessee is under no

obligation to indemnify Lessor against any losses, liabilities, costs or expenses or other claims arising from the wrongful or negligent conduct of the Lessor or its own employees.

ARTICLE IX - TAXES

Lessee shall pay all *ad valorem* real property taxes, if any, on Lessee's Leased Premises, as the same shall become due and payable. Lessee shall pay all *ad valorem* personal property taxes, if any, as applicable, on its fixtures, furniture or equipment as the same shall become due and payable.

ARTICLE X - WAIVER OF SUBROGATION

Lessor and Lessee severally waive any and every claim which arises or may arise in its favor against the other during the term of this Agreement for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of, the premises, which loss or damage is covered by valid and collectible insurance policies, to the extent that such loss or damage is recoverable thereunder. Inasmuch as the above mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), Lessor and Lessee severally agree immediately to give each insurance company which has issued its policies of insurance, written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waivers.

ARTICLE XI - TERMINATION.

A. By the City. It is understood and agreed that Lessor shall have the right to cancel this lease at any time after the initial thirty (30) year term, which shall be an amortization period to permit Lessee to obtain a reasonable use from its investment in improvements on the leased premises. This cancellation may be affected by giving six (6) months written notice of cancellation to Lessee. It is further understood and agreed that Lessor shall not cancel or attempt to cancel this Agreement except upon not less than ninety (90) days written notice when the leased premises is needed for some governmental purpose or where some urgent and sustaining municipal need for the premises shall arise which cannot otherwise be reasonably met.

B. By Either Party. Either party shall have the right to immediately terminate this agreement, without penalty or prejudice to any other rights and remedies it may have, if:

1. the other party fails to perform any material provision of this Agreement and the failure is not corrected within thirty (30) days after the other party gives the defaulting party written notice of the breach; or
2. the other party becomes insolvent, is unable to pay its debts as they mature or is the subject of a petition in bankruptcy, whether voluntary or involuntary, or of any other proceeding under bankruptcy, insolvency or similar laws; or makes an assignment for the benefit of creditors; or is named in, or its property is subject to a suit for appointment of a receiver; or is dissolved or liquidated.

C. Mutual Agreement to Terminate. This Agreement may be terminated at any time, including during the Initial Term, without penalties or prejudice, by mutual agreement of both parties in writing.

D. Destruction of Leased Premises. Should the Leased Premises, or any significant part thereof shall be damaged or destroyed by fire, wind, or other casualty, to the extent that it is rendered uninhabitable according to applicable codes, either party may terminate this Agreement by notifying the other Party in writing of such termination within ninety (90) days after the date of such damage. Lessor shall not be liable for any inconvenience or annoyance to Lessee or injury to the business of Lessee resulting in any way from such damage or the repair thereof.

ARTICLE XII - SUBLEASE & ASSIGNMENT

A. Lessee shall not sublease the subject premises or any portion thereof during the term of this Agreement and shall not assign its interest in this Agreement to any third party, unless prior written approval for such sub-lease or assignment has first been obtained from the Lessor, which approval will not be unreasonably withheld, except as provided for below. Any sub-lease or assignment will not relieve the original Lessee of its obligations hereunder, except as provided below.

ARTICLE XIII - NOTICES

Any notice which is required or desired to be given in accordance with the terms of this Agreement shall be deemed to have been properly give when such notice(s) shall be sent by registered or certified mail, postage prepaid and addressed as follows:

To Lessor at:

CITY OF BILOXI
Attn: Mayor A. M. Gilich, Jr.
City Hall
140 Lameuse Street
Biloxi, Mississippi 39530

With copy to:

CITY OF BILOXI
Attn: City Attorney / Contract Manager
Post Office Box 429
Biloxi, Mississippi 39533

To Lessee at:

Gulf Coast Carnival Association, Inc.
Attn: Executive Director
792A Howard Avenue
Biloxi, MS 39530

ARTICLE XIV - FORCE MAJEURE

Lessor shall be excused for the period of any delay and shall not be in default with respect to the performance of any of the terms or conditions of this Agreement, when prevented from so doing by cause or causes beyond the Lessor's control, which shall include, without limitation, all labor disputes, governmental regulations or controls, city and municipal regulation or controls, fire, hurricane or other casualty, inability to obtain any material, services, acts of God, pandemic, or any other cause, whether similar or dissimilar to the foregoing, not within the control of the Lessor.

ARTICLE XV - MISCELLANEOUS

A. Governmental Regulations. Lessee shall, at Lessee's sole cost and expense, comply with all of the requirements of all governmental authorities, pertaining to the Leased Premises.

B. Applicable Law.

1. Governing Law. The laws of the state of Mississippi shall govern the application and interpretation of this Agreement.
2. Jurisdiction. The courts located in Harrison County, Mississippi (Second Judicial District) shall have exclusive jurisdiction of any dispute between the parties. If one party initiates an action against the other or should a party seek any form of relief against the other, then said action shall be filed in Harrison County, Mississippi (Second Judicial District). Any business or person doing business with the City of Biloxi submits to the personal jurisdiction of the courts in Harrison County, Mississippi.

C. Constructability. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

D. Modification. No modification, alteration or amendment of this Agreement shall be binding unless in writing and executed by the parties.

E. Binding Effect. The covenants, terms, conditions, provisions and undertakings in this Agreement shall extend to and be binding upon the parties hereto and upon their heirs, executors, administrators, successors and assigns as if they were in every case named and designated, and the same shall be considered as covenants running with the land.

F. Headings. The headings and captions contained herein are included for convenience and reference only and shall not be considered as any indication of priority or construction of the Agreement.

G. Entire Agreement. This Agreement, together with and including any attachments or exhibits, and the documents referred to herein, contains the entire agreement between the parties and may not be modified, amended or in any way altered orally but only by an agreement or amendment in writing signed by the party or parties against whom enforcement of any waiver, change, amendment, modification or discharge is sought.

H. Conflict of Terms. To the extent there is a conflict between the terms of this Agreement and the terms and prior agreement or any supplemental terms thereof, the terms of this Agreement will control.

I. Benefit of Contract. This contract and the terms, conditions and covenants herein contained shall inure to the benefits of and be binding upon the parties, their respective heirs, administrators, executors, representatives, successors and assigns.

J. Amendment. This Agreement may not be altered or amended, nor may rights hereunder be waived, except by writing executed by both parties.

K. Breach of Contract. Any assent expressed or implied, by the Lessor to any breach of any covenant or condition herein contained, shall operate as such only in the specific instances and shall not be construed as an assent or waiver of any such covenant or condition generally, or of any subsequent breach thereof.

L. No Waiver of Warranties. Notwithstanding any provisions to the contrary that may be found in this Agreement or any other supplemental terms that may be referenced therein, any provision that seeks to limit the Lessor's recovery resulting from a breach of express or implied warranties shall be of no force or effect.

M. No Waiver of Damages. Notwithstanding any provisions to the contrary that may be found in the Agreement, or any other supplemental terms that may be referenced therein, any provision that seeks to limit Lessor's recovery in any manner shall be of no force or effect.

N. Authority. The parties represent that they have full power and authority to enter into and perform this Agreement and the parties know of no contract, agreement, promise or undertaking which would prevent the full corporate execution and performance of this Agreement, and the persons executing this Agreement on behalf of the parties are duly authorized to do so and have the authority to bind such parties.

O. Cumulative Rights. The various rights, powers, elections and remedies of the Lessor contained in this Agreement shall be construed as cumulative, and no one of them is exclusive of the other, or exclusive of any rights or priorities allowed by law and no rights shall be exhausted by being exercised on one or more occasion.

P. Severability. Should any clause or provisions of this Agreement be invalid, void or voidable for any reason, such invalid, void or voidable clause or provisions shall not affect the whole of this instrument, but the balance of the provisions hereof shall remain in full force and effect.

Q. Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or email transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

R. No Partnership. Lessor and Lessee shall not be considered or deemed to be joint venturers or partners, and neither shall have the power to bind or obligate the other except as may be provided bylaw.

S. Effect of Termination. In the event this Agreement is terminated pursuant to a right to do so herein contained, neither party hereto shall thereafter have any further obligations or liability one to the other, and this Agreement shall be of no further force or effect.

T. Pronouns and Plurality. Words of any gender used in this Agreement shall be construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context otherwise requires.

IN WITNESS WHEREOF, the parties have made and signed this Agreement in duplicate in the City of Biloxi, State of Mississippi, effective as of the date first written above.

LESSOR:

CITY OF BILOXI, MISSISSIPPI, a
Mississippi municipal corporation

By: _____

Name: A. M. Gilich, Jr.

Title: Mayor

LESSEE:

GULF COAST CARNIVAL
ASSOCIATION, INC., a Mississippi non-
profit corporation

By: _____

Name: _____

Title: _____

ATTESTED TO BY:

Stacy L. Thacker, Municipal Clerk

EXHIBIT A

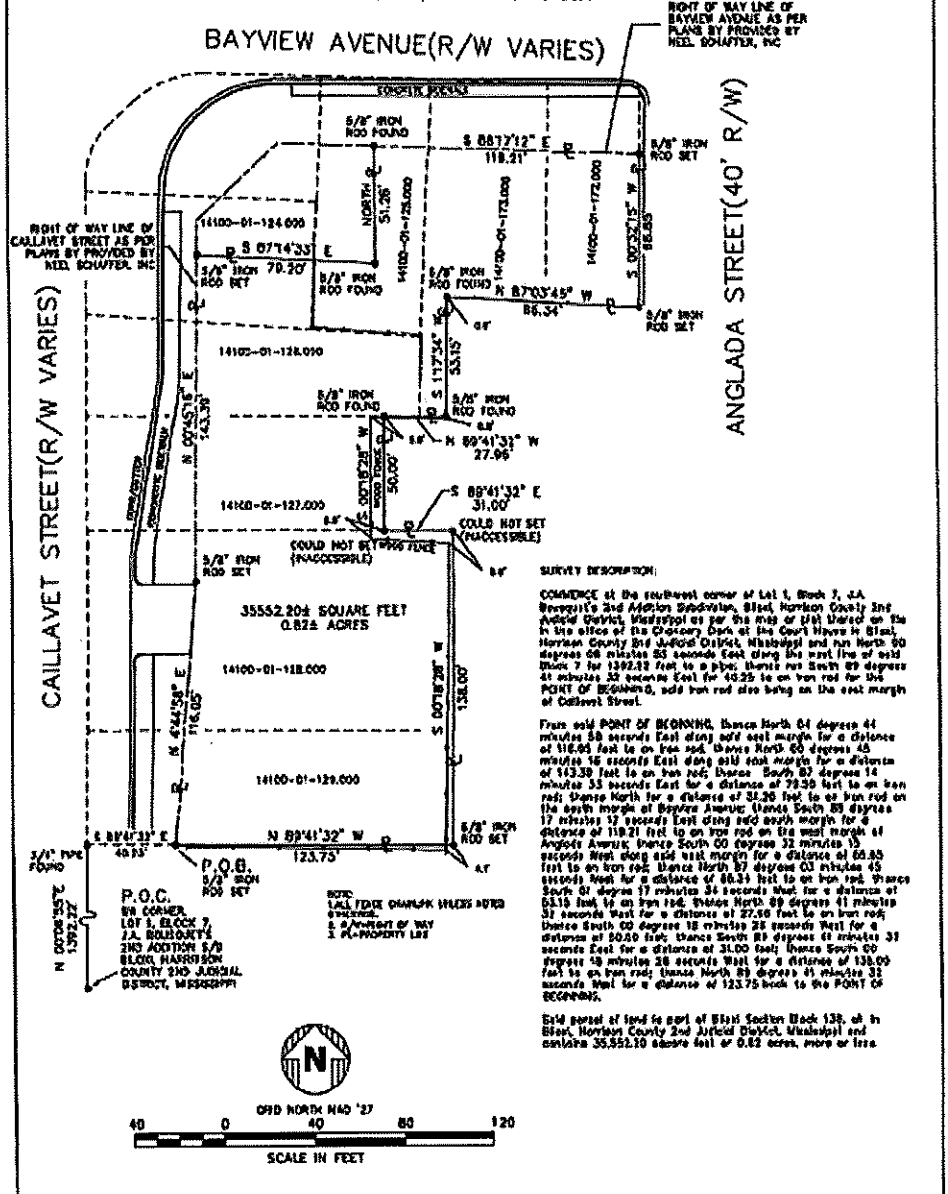
PARCEL 2

A parcel of land located in City Section Block 73, City of Biloxi, Second Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

For the Point of Beginning, commence at the southwest corner of Lot 1, Square No. 12, J.H. Keller Property (Subdivision Copy Book 1, Page 5), said southwest corner also being located on the north right-of-way of Peyton Drive (Plat: Washington Street); thence South 82 degrees 09 minutes 03 seconds West 135.59 feet along the existing north right-of-way of Peyton Drive to an existing chain link fence located on the west boundary of property now or formerly to the Biloxi Municipal Separate School District of Harrison County, Mississippi (Harrison County Tax Parcel #14101-06-069.000); thence northerly the following eight courses along a chain link fence that is located on the existing west boundary of property now or formerly to the Biloxi Municipal Separate School District of Harrison County, Mississippi, North 00 degrees 58 minutes 07 seconds West 120.54 feet to a fence post, North 00 degrees 30 minutes 22 seconds West 50.08 feet to a fence post, North 00 degrees 30 minutes 53 seconds West 101.04 feet to a fence post, North 00 degrees 33 minutes 29 seconds West 49.89 feet to a fence post, North 02 degrees 24 minutes 56 seconds West 50.21 feet to a fence post, North 00 degrees 08 minutes 05 seconds East 49.48 feet to a fence post, North 00 degrees 13 minutes 42 seconds West 50.79 feet to a fence post, North 01 degrees 16 minutes 13 seconds West 47.63 feet to a point located on the existing south right-of-way of Esters Boulevard; thence North 88 degrees 17 minutes 44 seconds East 112.43 feet along the existing south right-of-way of Esters Boulevard to a point located on the existing west right-of-way of Jefferson Street; thence South 01 degrees 01 minutes 45 seconds East 281.96 feet along said existing west right-of-way of Jefferson Street to a point located on the existing south right-of-way of Jefferson Street; thence North 82 degrees 58 minutes 15 seconds East 20.11 feet along said existing south right-of-way of Jefferson Street to the northwest corner of Lot 1, Square No. 12, J.H. Keller Property, said northwest corner being located on the south right-of-way of Jefferson Street (Plat: Third Street); thence South 01 degrees 01 minutes 45 seconds East 225.00 feet along the west line of said Lot 1 to the said Point of Beginning. Said parcel of land contains 1.442 acres, more or less.

SURVEY MADE AT THE REQUEST OF CITY OF BILOXI

ALIEY OF PART OF HARRISON COUNTY TAX PARCELS 14100-01-124.000
 14100-01-125.000, 14100-01-126.000, 14100-01-127.000, 14100-01-128.000,
 14100-01-129.000, 14100-01-122.000, AND 14100-01-123.000
 PART OF BLOCK SECTION BLOCK 138, BLOCK, HARRISON COUNTY 2ND
 JUDICIAL DISTRICT, MS - OWNER: CITY OF BILOXI

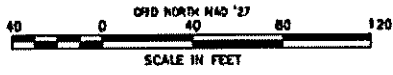


SURVEY DESCRIPTION:
 COMMENCE at the southwest corner of Lot 1, Block 7, J.A. Bevilacqua 2nd Addition Subdivision, Block, Harrison County 2nd Judicial District, Mississippi as per the map or plat thereof on file in the office of the County Clerk of the Court House in Biloxi, Harrison County 2nd Judicial District, Mississippi and run North 80 degrees 08 minutes 53 seconds East along the east line of said Block 7 for 1392.22 feet to a pipe; thence run South 89 degrees 41 minutes 32 seconds East for 45.25 to an iron rod for the POINT OF BEGINNING, said iron rod also being on the east margin of Callavet Street.
 From said POINT OF BEGINNING, thence North 04 degrees 44 minutes 58 seconds East along said east margin for a distance of 116.05 feet to an iron rod; thence North 00 degrees 45 minutes 16 seconds East along said east margin for a distance of 143.50 feet to an iron rod; thence South 87 degrees 14 minutes 33 seconds East for a distance of 79.50 feet to an iron rod; thence North for a distance of 81.20 feet to an iron rod on the south margin of Bayview Avenue; thence South 89 degrees 17 minutes 32 seconds East along said north margin for a distance of 118.21 feet to an iron rod on the east margin of Anglada Avenue; thence South 00 degrees 31 minutes 32 seconds West along said east margin for a distance of 60.85 feet to an iron rod; thence North 87 degrees 03 minutes 45 seconds West for a distance of 86.34 feet to an iron rod; thence South 07 degrees 17 minutes 34 seconds West for a distance of 65.15 feet to an iron rod; thence North 89 degrees 41 minutes 31 seconds West for a distance of 27.50 feet to an iron rod; thence South 00 degrees 18 minutes 28 seconds West for a distance of 50.00 feet; thence South 88 degrees 41 minutes 31 seconds East for a distance of 31.00 feet; thence South 00 degrees 48 minutes 28 seconds West for a distance of 138.00 feet to an iron rod; thence North 89 degrees 41 minutes 32 seconds West for a distance of 123.75 back to the POINT OF BEGINNING.

Said parcel of land is part of Block Section Block 138, of 1st Block, Harrison County 2nd Judicial District, Mississippi and contains 35,552.20 square feet or 0.822 acres, more or less.

P.O.C.
 SW CORNER
 LOT 1, BLOCK 7
 J.A. BEVILACQUA
 2ND ADDITION S/O
 BLOCK, HARRISON
 COUNTY 2ND JUDICIAL
 DISTRICT, MISSISSIPPI

NOTE:
 1. ALL IRON RODS MARKED
 2. A PART OF R/W
 3. A PROPERTY LINE



This is to CERTIFY that I have caused a survey to be made of the property herein described and delineated, and that the measurements and other data included are true and correct to the best of my knowledge and belief. Grant M. Colleen, Surveyor.

GRANT M. COLLEEN
 P.L.S. NUMBER 2100
 STATE OF MISSISSIPPI
 FILE BY 07/17 APR 28, 2005

WINK, INCORPORATED
 Surveying & Mapping
 2200 N. GULF BLVD. SUITE 100
 BILOXI, MISSISSIPPI 39260
 PHONE: 601-373-1100 FAX: 601-373-1101