

## Beau King

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**From:** Ty Wiltz  
**Sent:** Tuesday, September 6, 2022 4:46 PM  
**To:** Beau King  
**Subject:** RE: 3516 Luakini Place Abandonment of Easement

My office does not have a need for this easement for services now or in the foreseeable future.

Ty Wiltz  
City of Diamondhead  
Interim Director of Public Works

**From:** Beau King <bking@diamondhead.ms.gov>  
**Sent:** Wednesday, August 31, 2022 8:42 AM  
**To:** Ty Wiltz <TWiltz@diamondhead.ms.gov>; stevenbroussard@coastepa.com  
**Cc:** Ronald Jones <rjones@diamondhead.ms.gov>; Pat Rich <prich@diamondhead.ms.gov>  
**Subject:** 3516 Luakini Place Abandonment of Easement

Good afternoon,

Michael Orlando is requesting the abandonment of the 5' drainage/utility easements on either side of the common property lines between Lots 28 and 29 and Lots 29 and 30 Diamondhead, Phase 1, Unit 9, Block 1 for the purpose of constructing a residential structure with the street address of 3516 Luakini Place.

Does your company or office need this easement to provide current or future services? Please provide me your written comments by Wednesday, September 7th.

Thanks in advance,

Beau King  
Building Inspector  
City of Diamondhead  
5000 Diamondhead Circle  
Diamondhead, MS 39525  
Office: 228-222-4626 Ext. 1803  
Direct: 228-222-5543



## Beau King

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**From:** Ashley Hebert <ashleyhebert@coastepa.com>  
**Sent:** Wednesday, August 31, 2022 10:08 AM  
**To:** Beau King  
**Cc:** Steven Broussard  
**Subject:** 3516 Luakini Place and 6410 Huko Court Abandonment of Easement

**[EXTERNAL EMAIL]** DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good morning, Mr. King,

Coast Electric is in agreement with the abandonment of easement for the referenced properties above. Please let me know if you have any questions.

Thanks,

*Ashley Hebert*  
Engineering & Operations Support Assistant  
Phone: 228-363-7238



## Beau King

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**From:** Beau King  
**Sent:** Wednesday, August 31, 2022 8:42 AM  
**To:** Ty Wiltz; stevenbroussard@coastepa.com  
**Cc:** Ronald Jones; Pat Rich  
**Subject:** 3516 Luakini Place Abandonment of Easement  
**Attachments:** 3516 Luakini Place.Orlando.AOE Packet.pdf

Good afternoon,

Michael Orlando is requesting the abandonment of the 5' drainage/utility easements on either side of the common property lines between Lots 28 and 29 and Lots 29 and 30 Diamondhead, Phase 1, Unit 9, Block 1 for the purpose of constructing a residential structure with the street address of 3516 Luakini Place.

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Beau King  
Building Inspector  
City of Diamondhead  
5000 Diamondhead Circle  
Diamondhead, MS 39525  
Office: 228-222-4626 Ext. 1803  
Direct: 228-222-5543





Galloway Johnson Tompkins Burr & Smith

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Texas | Louisiana | Mississippi | Alabama | Florida | Georgia | Missouri

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**MATTHEW M. WILLIAMS**

Director

Licensed in Mississippi and Alabama

[mwilliams@gallowaylawfirm.com](mailto:mwilliams@gallowaylawfirm.com)

2510 14<sup>th</sup> Street

Suite 910

Gulfport, Mississippi 39501

Tel: (228) 214-4250

Fax: (228) 214-9650

[www.gallowaylawfirm.com](http://www.gallowaylawfirm.com)

May 20, 2022

**Via email and U.S. Mail**

City of Diamondhead, Mississippi  
Building Department  
Attn: Mr. Ronald Jones  
5000 Diamondhead Circle  
Diamondhead, MS 39325-3260

RE: Land Development Application/Lot Consolidation/Easement Abandonment  
3516 Luakini Place and 3520 Luakini Place  
Owner: Michael Orlando

Dear Mr. Jones,

Thank you again for the call earlier this week regarding the above project. As discussed, on August 23, 2021, you issued a letter detailing two action items that would be required of my clients as a condition precedent to your office being able to issue a land development permit. Please kindly accept this as our update to you on the action items specified in that letter.

First, you noted that my clients' proposed build site was positioned upon multiple lots, requiring those lots to be consolidated. Attached for your consideration are (1) the April 27<sup>th</sup> fully executed Agreement between my client and the Diamondhead Country Club Property Owner's Association consolidating the lots at issue; and (2) the Quitclaim deed on file with the Chancery Clerk of Hancock County, Mississippi providing the updated legal description of the now consolidated property upon which my client owns and ultimately intends to build the proposed residence.

Second, your letter stated that the proposed residential structure as detailed on the previously submitted site plan could not be built over platted easements located on the lot formerly identified as lot 29 and that a request would need to be made for the drainage and utility easements on that prior lot to be abandoned. Please kindly consider this my client's formal request for the 5' drainage and utility easement detailed and highlighted on the attached survey, being the drainage and utility easements located on the eastern and western boundaries of what was formerly lot 29, be abandoned. We trust this survey, along with the other attached documentation previously referenced meets the requirements detailed in your letter such that the Mayor and City Council can properly consider the request.



Galloway Johnson Tompkins Burr & Smith

Finally, we anticipate there will be a need in the near future to repair/replace the bulkhead extending along the waterfront of my clients' property. If your office could please provide, in writing, the process we will need to explore for that future work, it would be greatly appreciated.

As always, should you have any questions or require any further documentation, please advise and we will continue to work with you in an effort to move this project forward.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matthew M. Williams".

Matthew M. Williams

MMW/sle

cc: Mr. Michael Orlando (Via Email)  
Mayor Nancy Depreo (Via U.S. Mail)  
Mr. Michael Reso, City Manager (Via U.S. Mail)  
Mr. Ricky Sheppard, Counsel Member Ward 3 (Via U.S. Mail)

Prepared by and Return to:  
The Casano Law Firm, P.A.  
4403 West Aloha Drive  
Diamondhead, MS 39525  
(228) 255-0035

Prepared by and Return to:  
The Casano Law Firm, P.A.  
4403 West Aloha Drive  
Diamondhead, MS 39525  
(228) 255-0035  
22-0381

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**State of Mississippi**

**County of Hancock**

**QUITCLAIM DEED**

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

**MOCO LTD L.C., a Louisiana Limited Liability Company, Grantor**  
P.O. Box 10889  
New Orleans, LA 70181  
Phone: 504-481-5655

does hereby quitclaim unto

**MOCO LTD L.C., a Louisiana Limited Liability Company, Grantee**  
P.O. Box 10889  
New Orleans, LA 70181  
Phone: 504-481-5655

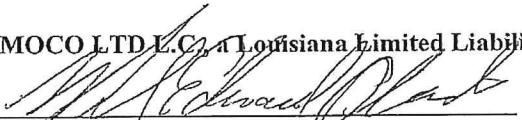
The following described land and property situated in Hancock County, Mississippi, to wit:

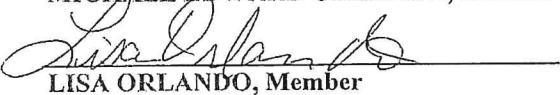
**Lots 28, 29 and 30, Block 1, Unit 9, Diamondhead, Phase 1, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Hancock County, Mississippi.**

Together with all and singular the rights, privileges, improvements and appurtenances to the same belonging or in any wise appertaining.

WITNESS OUR signatures, this the 29 day of April, 2022.

MOCO LTD L.C., a Louisiana Limited Liability Company

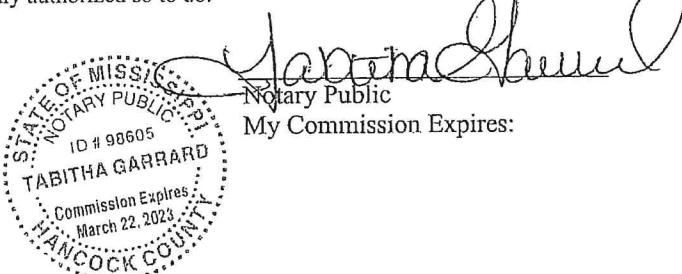
  
MICHAEL EDWARD ORLANDO, Member

  
LISA ORLANDO, Member

State of MISSISSIPPI

County of Hancock

Personally came and appeared before me, the undersigned authority in and for the aforesaid County and State on this the 29 day of April, 2022, within my jurisdiction, the within named **MICHAEL EDWARD ORLANDO** and **LISA ORLANDO**, who acknowledged that they are Members of **MOCO LTD L.C., a Louisiana Limited Liability Company**, and that for and on behalf of said company, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized so to do.



Title not Examined

Prepared and Return To:  
Andrea C. Jones  
7610 Country Club Circle  
Diamondhead, MS 39525

AGREEMENT

THIS AGREEMENT is made and entered into on this the 27th day of April, 2022 by Moco Ltd L.C. by and through its agents Michael and Lisa Orlando (hereinafter referred to as "Owners") and DIAMONDHEAD COUNTRY CLUB AND PROPERTY OWNER'S ASSOCIATION, INC., a Mississippi non-profit corporation, (hereinafter referred to as "POA").

WHEREAS, Owner is the owner of the following described contiguous lots located and situated in the Diamondhead Community, Hancock County, Mississippi:

Phase 1, Unit 9, Block 1 Lot 28

Phase 1, Unit 9, Block 1 Lot 30

WHEREAS, the residence of the Owners shall be located on Phase 1, Unit 9, Block 1, Lot 30, which lot is one of the foregoing described contiguous lots: and

WHEREAS, all of said multiple contiguous lots are utilized by the Owners as a single homesite: and

WHEREAS, Owners desires to enter into this Agreement with the POA to contractually obligate themselves, their successors and assigns that all of said multiple contiguous lots described above shall be considered as a single lot for purposes of membership charges and assessments in accordance with Article XV of the Declarations of Restrictions, Conditions, Easements, Covenants, Agreements, Liens and Charges ("Covenants") as provided by the Resolution of the Board of Directors of the POA duly adopted on January 28, 1985, February 26, 1985, May 29, 1992, June 20, 1992, October 15, 1993, March 11, 1997 and April 20, 1999.

NOW, THEREFORE, the parties, in consideration of the agreements and covenants hereafter set forth and payment by the Owners to the POA of the fee described in paragraph 5 hereof, agree and bind themselves as follows:

1. The said multiple contiguous lots are being used or will be used as a single homesite. If not presently occupied as a homesite, a building permit must be procured within 60 sixty days and residence must be completed and ready for occupancy within (1) one year from the date of consolidation.

2. Owners and POA bind themselves, their successors and assigns, as a covenant running with the land, that said multiple contiguous lots are to be hereafter considered as a single lot, utilized by Owners as a single homesite.

3. POA agrees that said multiple contiguous lots, effective April 1, 2022, shall be considered as a single lot for the purposes of assessments and charges as provided by Article XV of the Covenants and hereafter, the Owners, their successors and assigns, shall pay to the POA, its successors and assigns, membership assessments and charges based upon all of said multiple contiguous lots as described above being considered a single lot.

**LEGAL DESCRIPTION:**

A survey of Lot 28 and a part of Lot 29, Block 4, Diamondhead Subdivision, Phase 1, Unit 9, City of Diamondhead, Hancock County, Mississippi, and being more particularly described as: Lots, easements, and other property.

Beginning in a 1/2" radius found at the northwest corner of said Lot 28, thence 55.50 feet to the left bearing, radius of 50.12 feet, and also having a chord bearing and distance of N 88°20'17" E, 52.75 feet to a 1/2" radius found, thence 135.12 feet along a curve to the left, having a radius of 222.00 feet and also having a chord bearing, and distance of S 35°53'27" W, 135.30 feet to a point, thence 39.68 feet along a curve to the right, having a radius of 50.00 feet and also having a chord bearing and distance of N 78°06'24" W, 35.84 feet to a point, thence N 30°12'48" E, 103.40 feet to the Point of Beginning. Said parcels of land contains 10.526 square feet, or 0.24 acres, more or less.

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