

**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**AGENDA
APRIL 27, 2023
REGULAR MEETING OF THE PLANNING and DEVELOPMENT COMMISSION
CITY OF LONG BEACH, MISSISSIPPI
5:30 O'CLOCK P.M.
LONG BEACH CITY HALL
MEETING ROOM
201 JEFF DAVIS AVENUE**

- I. CALL TO ORDER**
- II. ROLL CALL AND ESTABLISH QUORUM**
- III. PUBLIC HEARINGS**
 - 1. Variance- 600 East 5th Street, Tax Parcel 0612A-01-057.000, Submitted by Carla L. Stewart.
 - 2. Variance- 402 South Nicholson Avenue, Tax Parcel 0612A-03-001.000, Submitted by Glynn Illich.
 - 3. Zone Map Change- 20203 Pineville Road, Tax Parcel 05110-02-040.000, Submitted by Jones Builders, Inc (owner) and Heinrich & Associates (agent).
- IV. ANNOUNCEMENTS**
- V. APPROVE MINUTES**
 - 1. April 13, 2023
- VI. UNFINISHED BUSINESS**
- VII. NEW BUSINESS**
 - 1. Tree Removal- 151 Markham Drive, Tax Parcel 0512J-01-019.000, Submitted by Southern Paradise, LLC.
 - 2. Tree Removal- 108 Alverado Drive, Tax Parcel 0611E-02-115.000, Submitted by Charles A. and Ava S. Fendergrass.
 - 3. Tree Removal- 121 West 3rd Street, Tax Parcel 0612B-03-087.000, Submitted by Martin Nesheim.
 - 4. Short-Term Rental- 205 White Harbor Road, Tax Parcel 0512J-03-079.000, Submitted by Terry M. Massey (owner) and Chad Brown (property manager).
 - 5. Short-Term Rental- 201 McCaughan Avenue, Tax Parcel 0611P-04-017.000, Submitted by Those Flippin' Gingers, LLC by Megan Poppenhouse and Emily Walker (owners) and Shawn McFale (property manager).
 - 6. Short-Term Rental- 127 West Avenue, Tax Parcel 0612E-02-038.001, Submitted by David and Cindy Gomila (property owners and property managers).
 - 7. Short-Term Rental- 102 South Girard Avenue, Tax Parcel 0612F-01-028.000, Submitted by Jarred T. Schmidt (owner) and Melanie Kidd (property manager).
 - 8. Short-Term Rental- 114 East Third Street, Unit C, Tax Parcel 0612B-03-026.000, Submitted by Third at Town Green, LLC (owner) and Shawn Barlow (property manager).
 - 9. Short-Term Rental- 114 East Third Street, Unit D, Tax Parcel 0612B-03-026.000, Submitted by Third at Town Green, LLC (owner) and Shawn Barlow (property manager).
 - 10. Short-Term Rental- 609 Gardendale Avenue, Tax Parcel 0612A-05-020.000, Submitted by Anna Wyrick (owner and property manager).
- VIII. DEVELOPMENT & RESEARCH**
- IX. ADJOURN**

*****NOTES*****

****All decisions made at this meeting are subject to a ten (10) day appeal for a Public Hearing and/or the Mayor and Board of Aldermen approval on May 2, 2023.**

****The agenda for the Planning Commission meeting closes at 12:00 O'clock (noon), and/or in accordance with applicable ordinances, the Thursday prior to the meeting day.**

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Vice Chairman Shawn Barlow read the opening statement.

Be it remembered that three (3) public hearings were heard before the Long Beach Planning and Development Commission, Long Beach, Mississippi, and begun at 5:30 o'clock p.m., Thursday, the 27th day of April 2023, in said City, and the same being the time, date and place fixed for holding said public hearings.

There were present and in attendance on said Commission and at the Public Hearings the following named persons: Chairman Frank Olaivar, Vice Chairman Shawn Barlow, Commissioners Sawyer Walters, Billy Suthoff, Michael Levens, Chris Fields, Jennifer Glenn and Marcia Kruse, City Advisor Bill Hessel, Building Official Mike Gundlach, Building Inspector Ryan Ladner and Minutes Clerk Tina M. Dahl.

Absent the public hearings was Commissioner Justin Shaw.

There being a quorum present and sufficient to transact the business of the public hearings, the following proceeding was had and done.

The first public hearing to consider a Variance for property located at 600 East 5th Street, Tax Parcel 0612A-01-057.000, submitted by Carla L. Stewart, as follows:

MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



CITY OF LONG BEACH
201 Jeff Davis Avenue/ PO BOX 929
Long Beach, MS 39560
(228) 863-1554 office
(228) 863-1558 fax

Office use only	
Date Received	3/29/23
Zoning	R-1
Agenda Date	4/27/23
Check Num	5815

VARIANCE REQUEST

I. Tax Parcel Number(s): 06/2A-01-057.000

II. Address of Property Involved: 600 E. Fifth Street

III. Statement clearly explaining the request being made. (Attach supplemental pages if necessary.)
I, Carla Stewart, am a retired Educator. I am 66 and was born in Moss Point MS. I always wanted to live near the beach. I used my savings to have this house built. I don't have the funds to build a sidewalk. Neither my contractor nor I were informed of this, **PLEASE COMPLETE THE FOLLOWING: before or during construction.

A. Describe any special condition that justify the granting of this request and that are peculiar to the property and do not apply to other properties in the general area. What are the reasons for the request and why the applicant cannot meet the stated code requirement?
E. Fifth St. is short and is similar to a dead lane. There are (2) other New houses built in 2022. They do not have sidewalks. To my knowledge this Ordinance has been in place for years. There are only a few sidewalks in random places. However there are several new homes. I hope and pray that I will be given the same privilege as my new neighbors on Fifth Street.

B. Describe how the special condition discussed above is not the result of actions taken by the applicant. Show that the applicant did not cause the need for this request.
Since neither the builder or I were informed until closing, that the sidewalk ordinance existed, I did not include it in my building budget. I used cash to build this house and the cost increased a great deal since I purchsed this land in 2021.

C. Show that an unnecessary hardship exists due to the character of the property and that this hardship makes the request necessary. State what hardship is caused if the applicant is required to meet code requirements? What is the result of this hardship? What would result if the Zoning Board denied this request?
I used my savings to build this house, so that I would never have a mortgage again. I didn't know about the sidewalk and I don't have another \$900 to pay for one. If I had known, I could have worked it into the construction budget. We were not informed until the last inspection.

D. Show that denial of this request will deprive the applicant of rights commonly enjoyed by other properties in the general area and that the granting of this variance request will make possible the reasonable use of land while not conferring any special privilege. Outline how the subject of the variance is common in the area and if the applicant were to be denied this variance a right would be taken away which is granted to other properties. State how the variance makes reasonable use of the existing land and why the same action cannot be done in a way that does not require a variance. Show that granting of this variance does not give the applicant any special privileges that the properties in the area would find desirable.
Neither one of the (2) other houses on this street has a sidewalk. Mine is the second house from the corner. I am not sure which side neighbor's house is facing. He has entrances on both streets but no sidewalk on either one. I hope I will be treated the same.

MINUTES OF APRIL 27, 2023
REGULAR MEETING

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IV. REQUIRED ATTACHMENTS:

- A. **Interest and Ownership.** The applicant's name, address and interest of every person, firm or corporation represented by the applicant in the application, the name of the owner or owners and their respective addresses of the entire land area proposed to be changed in classification or to be included within the structures then existing thereon, and sufficient evidence to establish that the applicant has the right of possession to the land area and structures, the names and address of all owners of adjacent property (exclusive of the width of intervening streets, alleys, or bodies of water). 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.
- B. **Survey and Site Plan.** a site plan showing the land area which would be affected, easements bounding and intersecting the designated area, the locations of existing and proposed structures with supporting open facilities, and the ground area to be provided and continuously maintained for the proposed structure or structures;
- C. **Recorded Warranty Deed.** A deed which includes a legal description of the specific piece of property involved in the request. If several parcels are included in a request, individual parcel deeds AND a composite legal description of all parcels involved in the request must be provided.
- D. **Fee.** Attach a check in the amount of \$200.00. This check should be made payable to the **City of Long Beach** to cover administrative cost. You will also be responsible to actual costs, such as advertising and mailing incurred with the processing of your application.

*****NOTE*** APPLICATION WILL NOT BE ACCEPTED WITHOUT THE ABOVE LISTED DOCUMENTS.**

V. OWNERSHIP AND CERTIFICATION:

READ BEFORE EXECUTING. Attendance by the applicant(s) at the public hearing is mandatory; however, the applicant may designate a representative to attend the public hearing on his/her behalf, provided said representative has been properly designated to speak on the applicant's behalf either by written permission or oral designation by the applicant at the Public Hearing. If a continuance is to be granted, the applicant must request same in writing a minimum of seven (7) days in advance of the scheduled public hearing. The applicant acknowledges that, in signing this application, all conditions and requirements inherent in the process have been fully explained and understood, including the timetable for processing the application, the completed application with all necessary documents and payments must be returned to the Planning office not later than 21 days before the 2nd or 4th Thursday of each month. Receipt of fee(s) does not constitute receipt of a completed application.

Ownership: I the undersigned do hereby agree to all the rules and regulations as set forth in the Long Beach Zoning Ordinance and also agree to pay all fees and charges as stated.

Carla L. Stewart
Name of Rightful Owner (PRINT)

Name of Agent (PRINT)

600 E. Fifth Street
Owner's Mailing Address

Agent's Mailing Address

Long Beach MS 39560
City State Zip

City State Zip

770-241-9940
Phone

Phone

Carla L. Stewart 3/29/23
Signature of Rightful Owner Date

Signature of Applicant Date

MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



1st Judicial District
Instrument 2021-15203 D-11
Filed/Recorded 07/29/2021 02:27 P
Total Fees \$ 25.00
2 Pages Recorded

Prepared By & Return To:
Schwartz, Orgler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550
Our File: 211741

Index As:
Block 13, Original Long Beach
1st JD, Harrison County, MS

STATE OF MISSISSIPPI
COUNTY OF Harrison

WARRANTY DEED

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

PX3 INVESTMENTS, LLC,
19450 Highway 16
Livingston, LA 70754
(228) 832-8518

does hereby sell, convey and warrant unto

Carla L. Stewart
5007 1/2th Street
Long Beach, MS 39560
728-241-8642

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

A PARCEL OF LAND SITUATED AND BEING IN BLOCK 13,
ORIGINAL LONG BEACH, FIRST JUDICIAL DISTRICT, HARRISON
COUNTY, MISSISSIPPI and being more particularly described as
follows: COMMENCING at a found iron pipe for the southwest corner of
Block 13 at the intersection of the northerly margin of East 5th Street with
the easterly margin of South Nicholson Avenue; thence along the said
northerly margin of East 5th Street, N 69°22'19"E 87.48 ft. to a set capped
1/2" iron rod for the POINT OF BEGINNING; thence N 28°05'52" W
149.85 ft. to a found iron rod on the southerly line of land now or formerly
owned by Perdue; thence along the southerly line of said Perdue and the
southerly line of land now or formerly owned by DeBlanc, N 69°23'46"E
87.52 ft. to a found iron rod for the southwest corner of Lot 1 of said Block
13 also being the northwest corner of Lot 8 of said Block 13; thence along
the westerly line of said Lot 8, S 28°05'06"E 149.81 ft. to a found 3/4" iron

pipe on the said northerly margin of East 5th Street; thence along said
margin S 69°22'19"W 87.48 ft. to the POINT OF BEGINNING;
Containing 12998.45 square feet or 0.30 acres, more or less.

THE ABOVE described property is no part the homestead of the Grantor herein.

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

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

IN WITNESS WHEREOF, PX3 INVESTMENTS, LLC has caused this conveyance
to be executed by its duly authorized officer, August 26, 2020 at 4:09 PM having first been
duly authorized to do so, on this the 30th day of July, 2021.

PX3 INVESTMENTS, LLC

By: Johnnie Page, Sole Managing Member

STATE OF MISSISSIPPI
COUNTY OF Harrison

THIS DAY PERSONALLY COME AND APPEARED BEFORE ME, the undersigned
authority in and for the jurisdiction aforesaid, Johnnie Page, who acknowledge that is/are
Sole Managing Member of PX3 INVESTMENTS, LLC, and as its act and deed, signed,
sealed and delivered the above and foregoing instrument of writing on the day and in the
year therein mentioned, for and on behalf of said entity, having been first duly
authorized to do so.

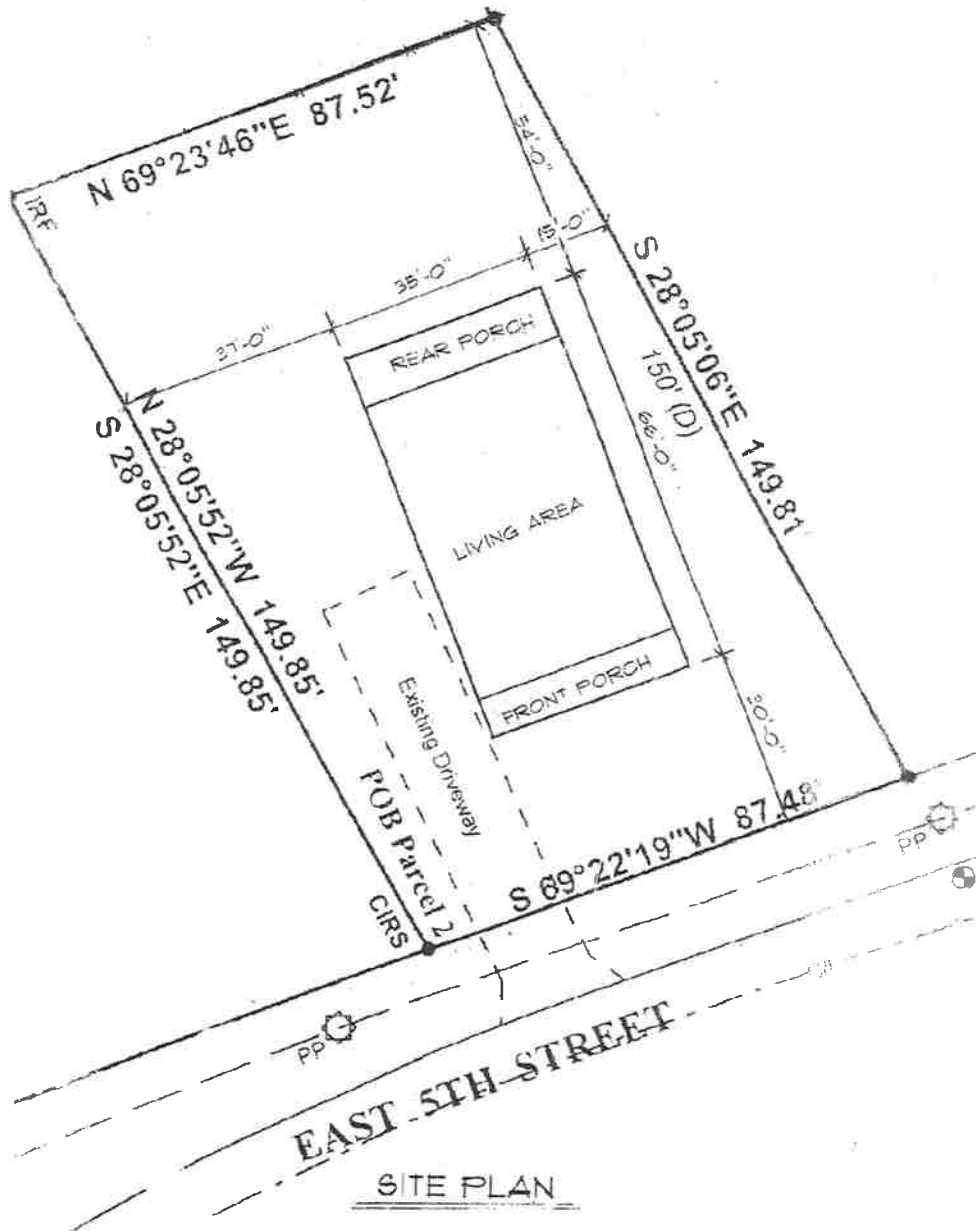
GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 30th
day of July, 2021.

Ashley Barrett
NOTARY PUBLIC

My Commission Expires:



**MINUTES OF APRIL 27, 2023
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



Ms. Carla Stewart Lot 5 E. 5th Street Long Beach, MS.

The Clerk reported that fourteen (14) notices of public hearing were sent by regular mail to property owners within one hundred sixty feet (160') of the subject property. Notices were also posted on the bulletin boards at City Hall, the Building Official's Office and the Water Department, 201 Jeff Davis Avenue and at the Long Beach Public Library, 209 Jeff Davis Avenue; said notice was ordered as part of these proceedings:

MINUTES OF APRIL 27, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION City of Long Beach



LEGAL NOTICE PUBLIC MEETING

In accordance with Section 4 of the City of Long Beach Sidewalk Ordinance 567 as amended by Ordinance 615, 616 and 617, notice is hereby given advising that the Planning and Development Commission for the City of Long Beach will hold a Public Meeting for the purpose of considering a Variance.

Carla L. Stewart, 600 East 5th Street, Long Beach, MS, 39560, has filed an application for a Variance in accordance with the Long Beach Sidewalk Ordinance. The applicant is requesting a Variance from the placement of a sidewalk on a newly developed lot. The location of the requested Variance is 600 East 5th Street, Tax Parcel 0512A-01-057 D00. The legal description is as follows:

BEG AT THE INTERSECTION OF E 5TH ST & E MAR OF S NICHOLSON AVE N 69 DG E 37.5 FT TO POE N 25 DG W 130 FT N 69 DG E 87.5 FT S 28 DG E 149.8 FT ALONG NE MAR OF S 5TH ST S 69 DEG N 67.5 FT TO POB IN BLOCK 10 ORIGINAL LONG BEACH

A public meeting to consider the above Variance will be held in the City of Long Beach, Mississippi, 39560, Thursday, April 27, 2023, at 5:30 p.m., in the Long Beach City Hall Meeting Room located at 201 Jeff Davis Avenue. The city encourages all residents, groups and organizations to contact the city if they have any questions concerning the Variance.

A/signed
Chairman
Planning Commission

201 Jeff Davis • P.O. Box 929 • Long Beach, Ms 39601 • (662) 864-1276 • FAX (662) 863-0522
www.cityoflongbeach.ms

Mathes Mary E Screen 2409 State Street New Orleans, LA 70118	McAuliffe T G and Anne T 4 Michael Court Long Beach, MS 39560	Johnson Angie 1155 East Old Pass Road Long Beach, MS 39560
Kipping Kenneth Ray and Judith Lyons 85 Oak Drive Perkinston, MS 77479-2410	Deblanc Elliott Robert and Susan T 401 East 4 th Street Long Beach, MS 39560	Perdue Samuel Clayton and Joseph Darr 4376 Sharon Road Laurel, MS 39443
White, Jason T and Brandy 123 West Avenue Long Beach, MS 39560	Welch Family LTD Partnership NO 9 910 M Street NW Suite 1130 Washington, DC 20001	Bergeron Everett and Linda 601 South Nicholson Avenue Long Beach, MS 39560
Fricks, Tom R and Carolyn 35986 AL Hwy 75 S Fyffe, AL 35971	Taylor Katherine D 500 South Nicholson Avenue Long Beach, MS 39560	Scheib Julie A 406 South Nicholson Avenue Long Beach, MS 39560
Legette Jane L 408 South Nicholson Avenue Long Beach, MS 39560	Newman Jerry L 401 Gulf View Avenue Long Beach, MS 39560	

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

BEFORE ME, the undersigned legal authority, authorized to administer oaths in and for the jurisdiction aforesaid, on this day, personally appeared before me, TINA M. DAHL, known to me to be the Minutes Clerk of the City of Long Beach, Mississippi, Planning and Development Commission, who being by me first duly sworn, deposes and says or oath as follows, to-wit:

1. That she is the duly appointed and acting Minutes Clerk of the City of Long Beach, Mississippi, Planning and Development Commission.
2. That in such capacity, she is responsible for mailing Notices of Public Hearing for the purpose of notifying property owners within one hundred sixty feet (160') of the subject property, when applications for zoning map changes, variances, appeals, etc., are filed, all as stipulated in the Zoning Ordinance Number 598 of the City of Long Beach; and other matters pertaining to such public hearings and the business of the Planning and Development Commission in and for the City of Long Beach.
3. That on April 1, 2023, she did cause to be mailed, Notice of Public Hearing, a copy of which is attached hereto, to fourteen (14) property owners within 160' of 600 East 5th Street, Tax Parcel 0512A-01-057 D00, notifying them that a public meeting will be held, April 27, 2023, to consider an application for a Variance Application submitted by Carla L. Stewart, owner and agent.

Given under my hand (this 1st of April 2023).

Tina Dahl
TINA M. DAHL, AFFIANI

SWORN TO AND SUBSCRIBED before me on this 1st day of April 2023.

My Commission Expires-

Notary Public
NOTARY PUBLIC



**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



CITY OF LONG BEACH
201 Jeff Davis Avenue/ PO BOX 929
Long Beach, MS 39560
(228) 863-1554 office
(228) 863-1558 fax

Office use only
Date Received 3-30-23
Zoning R-1
Agenda Date 4-27-23
Check Number 6041

VARIANCE REQUEST

- I. Tax Parcel Number(s): **0612A-03-001.000**
- II. Address of Property Involved: **402 S Nicholson Ave**
- III. Statement clearly explaining the request being made. (Attach supplemental pages if necessary.)

5' side variance to allow steps to be installed in side setback, 1'-10" setback on rear steps

****PLEASE COMPLETE THE FOLLOWING:**

- A. Describe any special condition that justify the granting of this request and that are peculiar to the property and do not apply to other properties in the general area. What are the reasons for the request and why the applicant cannot meet the stated code requirement?

The north side setback is 18' as it is a corner lot. The ROW is deep on this lot, plus the 18' side setback leaves us little room for our most popular plan. We made the home fit within the setbacks, but since the home has to be a raised, the side and rear steps are the hardship.

- B. Describe how the special condition discussed above is not the result of actions taken by the applicant. Show that the applicant did not cause the need for this request.

The lot is only 60' wide. The 18' side step back is set by the City - not applicant. We are only asking for a few feet and it will not affect the corner view for vehicles. The ROW is VERY deep on this lot.

- C. Show that an unnecessary hardship exists due to the character of the property and that this hardship makes the request necessary. State what hardship is caused if the applicant is required to meet code requirements? What is the result of this hardship? What would result if the Zoning Board denied this request?

The 18' side step back is the hardship on a small 60' lot. We are only asking for a few feet and it will not affect the corner view for vehicles.

- D. Show that denial of this request will deprive the applicant of rights commonly enjoyed by other properties in the general area and that the granting of this variance request will make possible the reasonable use of land while not conferring any special privilege. Outline how the subject of the variance is common in the area and if the applicant were to be denied this variance a right would be taken away which is granted to other properties. State how the variance makes reasonable use of the existing land and why the same action cannot be done in a way that does not require a variance. Show that granting of this variance does not give the applicant any special privileges that the properties in the area would find desirable.

None of our plans will fit on this lot. The porches will be too small, losing the appeal of the reputation of our homes. We have a client that will buy this house, if approved.

MINUTES OF APRIL 27, 2023
REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

IV. REQUIRED ATTACHMENTS:

- A. **Interest and Ownership.** The applicant's name, address and interest of every person, firm or corporation represented by the applicant in the application, the name of the owner or owners and their respective addresses of the entire land area proposed to be changed in classification or to be included within the structures then existing thereon, and sufficient evidence to establish that the applicant has the right of possession to the land area and structures, the names and address of all owners of adjacent property (exclusive of the width of intervening street alleys, or bodies of water). 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.
- B. **Survey and Site Plan.** a site plan showing the land area which would be affected, easements bounding and intersecting the designated area, the locations of existing and proposed structures with supporting open facilities, and the ground area to be provided and continuously maintained for the proposed structure or structures;
- C. **Recorded Warranty Deed.** A deed which includes a legal description of the specific piece of property involved in the request. If, several parcels are included in a request, individual parcel deeds AND a composite legal description of all parcels involved in the request must be provided.
- D. **Fee.** Attach a check in the amount of \$200.00. This check should be made payable to the **City of Long Beach** to cover administrative cost. You will also be responsible to actual costs, such as advertising and mailing incurred with the processing of your application.

*****NOTE*** APPLICATION WILL NOT BE ACCEPTED WITHOUT THE ABOVE LISTED DOCUMENTS.**

V. OWNERSHIP AND CERTIFICATION:

READ BEFORE EXECUTING. Attendance by the applicant(s) at the public hearing is mandatory; however, the applicant may designate a representative to attend the public hearing on his/her behalf, provided said representative has been properly designated to speak on the applicant's behalf either by written permission or oral designation by the applicant at the Public Hearing. If a continuance is to be granted, the applicant must request same in writing a minimum of seven (7) days in advance of the scheduled public hearing. The applicant acknowledges that, in signing this application, all conditions and requirements inherent in the process have been fully explained and understood, including the timetable for processing the application, the completed application with all necessary documents and payments must be returned to the Planning office not later than 21 days before the 2nd or 4th Thursday of each month. Receipt of fee(s) does not constitute receipt of completed application.

Ownership: I the undersigned do hereby agree to all the rules and regulations as set forth in the Long Beach Zoning Ordinance and also agree to pay all fees and charges as stated.

Glynn Illich

Name of Rightful Owner (PRINT)

Name of Agent (PRINT)

POB 1612

Owner's Mailing Address

Agent's Mailing Address

Long Beach MS 39560

City State Zip

City State Zip

(228) 760.5455

Phone

Phone

Signature of Rightful Owner

Date

Signature of Applicant

Date

**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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

Indexing Instructions:
Lot 22, Blk I, Gulf View Court
Harrison County, 1st JD, MS

File#222127

STATE OF MISSISSIPPI
COUNTY OF HARRISON

WARRANTY DEED

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

**ALEXANDER LAYNE NEWMAN, as Executor of
THE ESTATE OF JERRY LAYNE NEWMAN a/k/a
JERRY L. NEWMAN, Deceased
725 HOLLAND AVENUE
PORT NECHES, TX 77651
(901) 351-3644**

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

**SOUTHERN PARADISE, LLC
A Mississippi Limited Liability Company
P.O. BOX 1612
LONG BEACH, MS 39560
(228) 760-5455**

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

Lot Twenty-Two (22), Block One (1), Resurvey of GULF VIEW COURT, as per the map or plat thereof on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 15 at Page 41 (Copy Book 6A at Page 571) thereof, reference to which is hereby made in aid of and as a part of this description.

Jerry Layne Newman is one and the same person as Jerry L. Newman that acquired title on June 25, 2015 as recorded in Deed Instrument Number 2015 4457 D-J1, in the Land Records of the First Judicial District of Harrison County, Mississippi.

This Deed is being executed in accordance with the Order Authorizing The Sale of Real Property dated October 18, 2022, authorizing said conveyance entered in Cause No. 22-787(1) in the Matter of the Estate of Jerry Layne Newman, Deceased, in the Chancery Court of Harrison County, Mississippi, First Judicial District.

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

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

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

WITNESS THE SIGNATURE of the Grantor on this the 24 day of October, 2022.

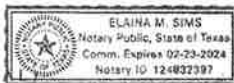
ESTATE OF JERRY LAYNE NEWMAN,
Deceased

Alexander Layne Newman
ALEXANDER LAYNE NEWMAN, Executor

STATE OF TEXAS
COUNTY OF JEFFERSON

PERSONALLY appeared before me, the undersigned authority of law in and for this jurisdiction, the within named ALEXANDER LAYNE NEWMAN, who acknowledged to me that he is the EXECUTOR for the ESTATE OF JERRY LAYNE NEWMAN, DECEASED, and that for and on behalf of the ESTATE OF JERRY LAYNE NEWMAN, DECEASED, and as its act and deed he signed and delivered the foregoing instrument of writing on the day and year therein mentioned, in his full representative capacity, having been first duly authorized to do so.

GIVEN under my hand and official seal on this the 24th day of October, 2022.



Elaina M. Sims
NOTARY PUBLIC

(S E)
My Commission Expires: 02-23-2024

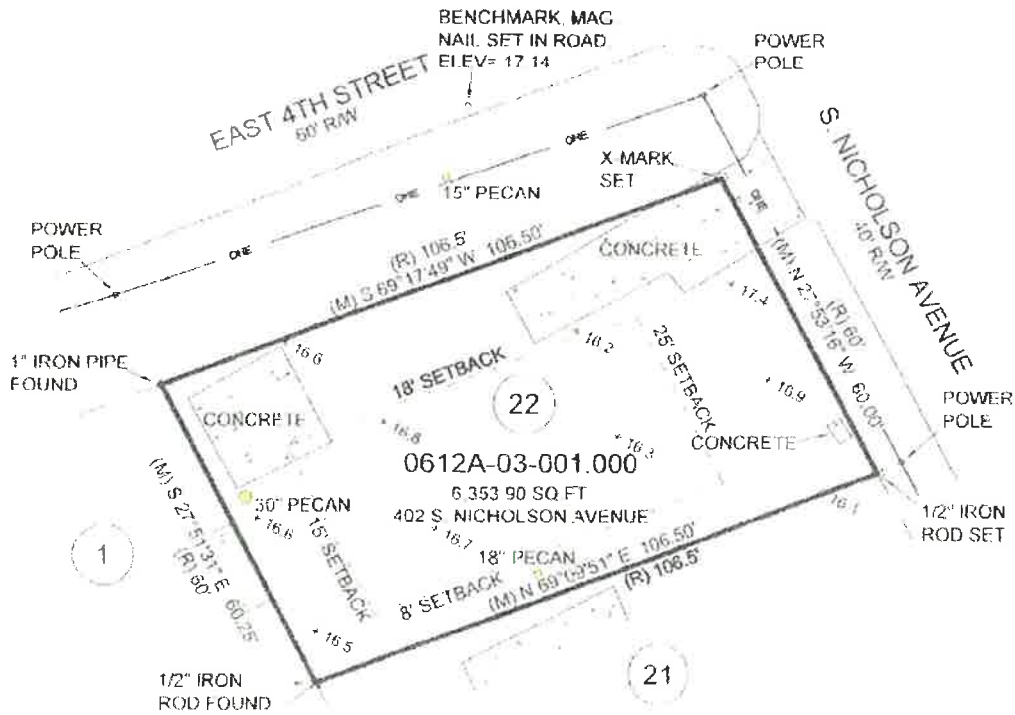
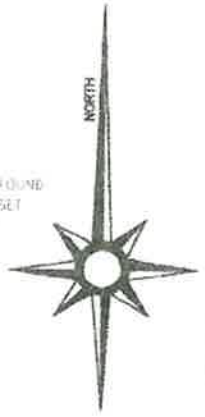
MINUTES OF APRIL 27, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

NOTES

- 1.) FIELD SURVEY PERFORMED WITH A COMBINATION OF TOPCON GR5 GPS RECEIVER AND TOPCON GPI 9005A ROBOTIC TOTAL STATION
- 2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY COMBINATION OF GPS STATIC OBSERVATION AND EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MSL).
- 3.) ELEVATIONS SHOWN ARE BASED ON NAVD83, GEIOD 2009
- 4.) THIS SURVEY HAS BEEN PREPARED BY INFORMATION PROVIDED BY CLIENT AND LIMITED RESEARCH IN COURTHOUSE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THIS SURVEY MAY NOT SHOW ALL EASEMENTS AND OTHER RESTRICTIONS OF RECORD. SURVEYOR WILL BE MADE AVAILABLE TO ADD SUCH FEATURES TO THIS SURVEY IF A CURRENT TITLE REPORT OR ABSTRACT OF TITLE IS PROVIDED TO HIM BY PROPER AUTHORITY.
- 5.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1 800 227 6477.
- 6.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ETC. ETC. TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.

LEGEND:

- IRON ROD FOUND
- IRON PIPE FOUND
- IRON ROD SET
- SPK FOUND
- SPK SET
- CONCRETE MONUMENT FOUND
- CONCRETE MONUMENT SET
- HIGHWAY MARK FOUND
- AS MEASURED
- AS PER RECORD
- AS PER PLAN
- IRON ROD FOUND
- IRON ROD SET



A SURVEY OF LOT 22, BLOCK 1, GULF VIEW COURT
RESURVEY SUBDIVISION, CITY OF LONG BEACH, HARRISON
COUNTY, MISSISSIPPI

REFERENCE MATERIALS:
1) RECORDED SUBDIVISION PLAN

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

Cliff 11/29/2022
CLIFFORD A. CROSBY, P.L.S. DATE



THIS PROPERTY IS LOCATED IN ZONING ZONE "AL" BILL 18 ACCORDING TO
MAP NUMBER 2504702AS/0 DATED JUNE 16, 2009

SURVEY CLASS: "B" FOR: DRAWING SHOWN HEREON ARE DERIVED BY
SCALE: 1" = 30' WOFFEREN PARADISE, LLC GPS OBSERVATION STATE PLANE GRID, NAD 83



CROSBY SURVEYING
PROFESSIONAL LAND SURVEYING
7 E LIVE OAK DRIVE
BAYVIEW, MISSISSIPPI 38932
PHONE: 228-234-1049

EMAIL: clifford@crobsysurveying.com

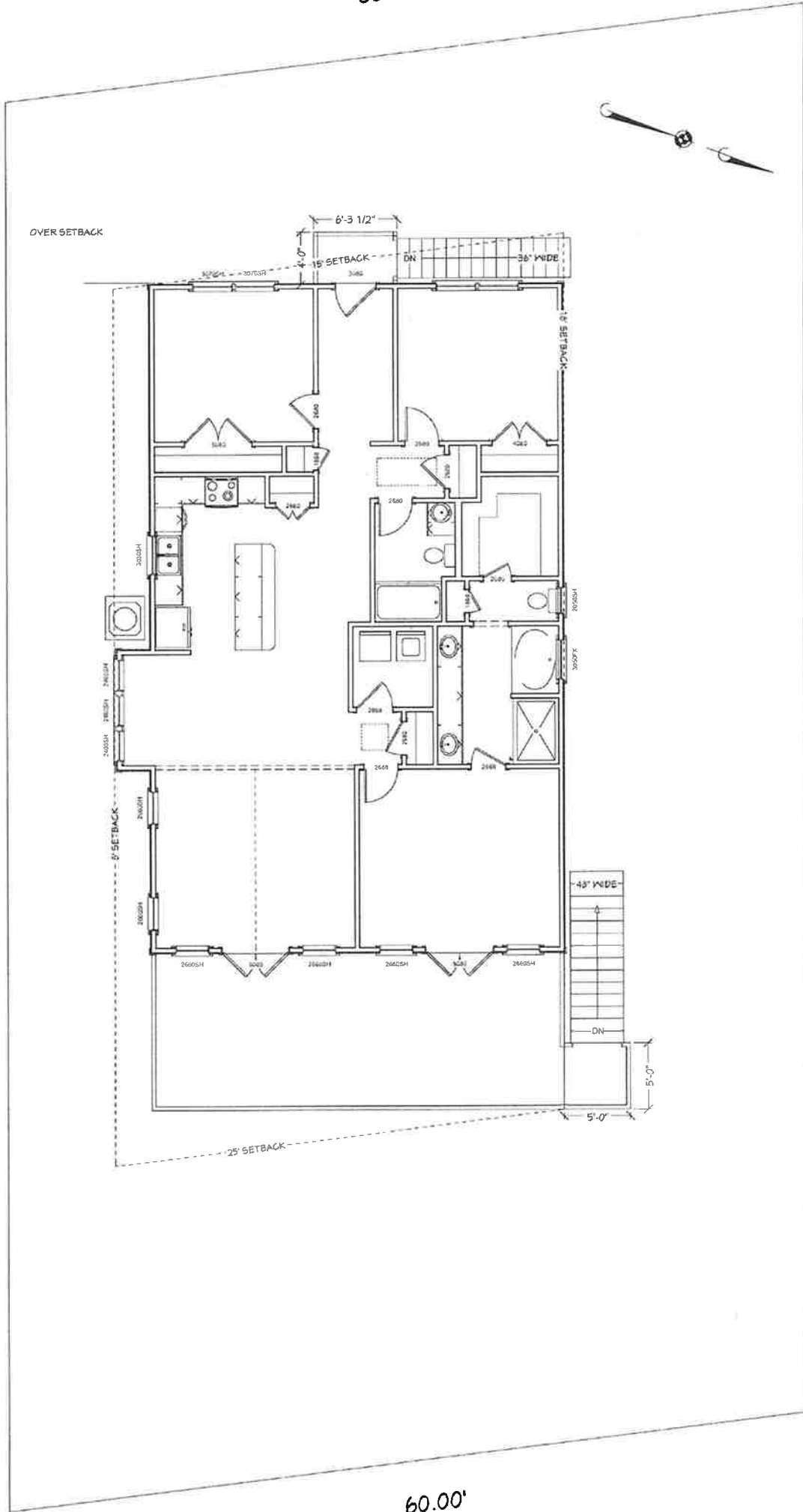
DATE OF FIELD WORK: 11/29/2022
PARTY ORDER #: _____
INSTRUMENT MAKE/CO: _____
RODMAN: PL
DRAWN BY: DAC
DRAWING NUMBER: 22334
REVISION: _____

**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

60.25'

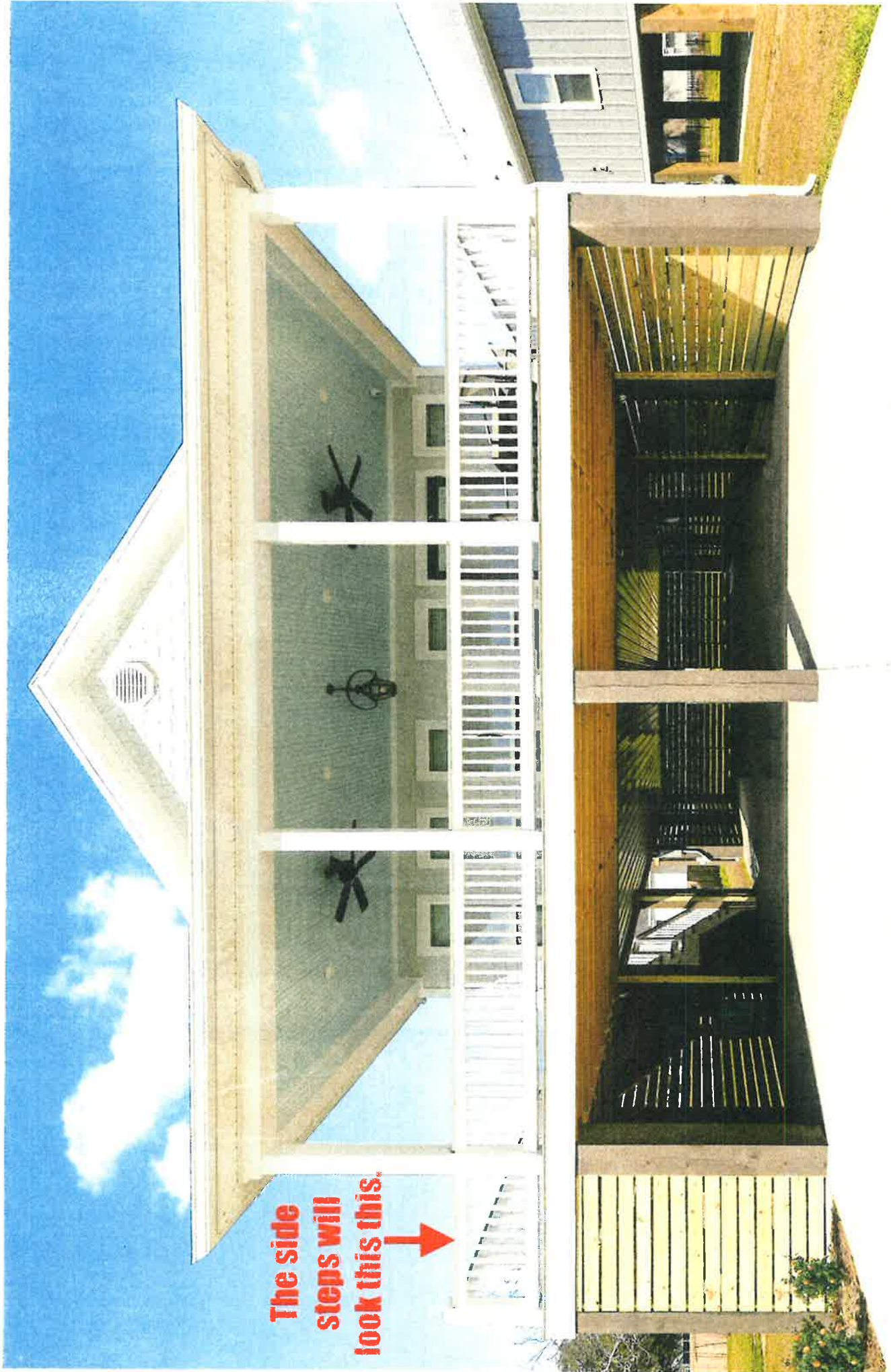
106.50'

106.50'



60.00'
NICHOLSON AVE.

MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

The Clerk reported that sixteen (16) notices of public hearing were sent by regular mail to property owners within one hundred sixty feet (160') of the subject property. Notices were also posted on the bulletin boards at City Hall, the Building Official's Office and the Water Department, 201 Jeff Davis Avenue and at the Long Beach Public Library, 209 Jeff Davis Avenue; said notice was ordered as part of these proceedings:

City of Long Beach



LEGAL NOTICE
PUBLIC HEARING

In accordance with Article XIX of the Comprehensive Long Beach Unified Land Ordinance 598 of the City of Long Beach, Mississippi (2013), as amended, notice is hereby given advising that the Planning and Development Commission in the City of Long Beach will hold a Public Hearing for the purpose of considering a Variance.

Cynn Ebel, PO Box 1612, Long Beach, MS, 39560, has filed an application for a Variance in accordance with the Comprehensive Long Beach Unified Land Ordinance. The applicant is requesting "a 5-foot side yard variance to allow steps to be installed in side setback, 1' 10" setback on rear steps". The City's setback requirements are 38-foot side yard setbacks on corner lots. The location of this request is 402 South Nicholson Avenue, Tax Parcel 0612A-03-001-000. The legal descriptions are as follows:

LOT 22 BLK 11 GULF VIEW COLONY RESURVEY

A Public hearing to consider the above Special Use Approval will be held in the City of Long Beach, Mississippi, 39560, April 27, 2023, at 5:30 p.m., in the Long Beach City Hall Meeting Room located at 201 Jeff Davis Avenue. The city encourages all residents, groups and organizations to contact the city if they have any questions concerning this petition.

For signed
Chairman
Planning and Development Commission

201 Jeff Davis • PO Box 929 • Long Beach, MS 39560 • (228) 863-1556 • FAX (228) 865-9821
www.cityoflongbeach.ms.gov

Allez a every.ca/gabarits

Tricks Tommy & Carolyn
35986 Alabama Hwy 75
Fyffe, AL 35971

Etiquettes d'adresse Easy Peel

Legette Jane L
408 South Nicholson Avenue
Long Beach, MS 39560

com/patents

Scheib Julie A
406 South Nicholson Avenue
Long Beach, MS 39560

Hogue Bonk & Elfo Trust-
3502 Powder Horn Circle
Rapid City, SD 57702

Eads Michael L & Mary E -Trustees-
3079 Jenny Lind Road
Amelia, OH 45102

Newman Jerry L
401 Gulf View Avenue
Long Beach, MS 39560

Montgomery Juan Carlos & Kena
778 Early Earner Cove
Collierville, TN 38017

Ladner Michelle Marie & Riley
408 Gulf View Avenue
Long Beach, MS 39560

Woodward Lorena Kaletsch ETAL
401 East 4th Street
Long Beach, MS 39560

Baas Ray Charles
305 South Nicholson Avenue
Long Beach, MS 39560

McNulty Phillip A & Ellen W
350 East 4th Street
Long Beach, MS 39560

Cuevas Carol Janet Walker -L/E-
330 East 4th Street
Long Beach, MS 39560

Deblanc Robert & Susan T
401 East 4th Street
Long Beach, MS 39560

Perdue Samuel Clayton & Joseph Darr
4376 Sharon Road
Laurel, MS 39443

White Jason: T & Brandy
123 West Avenue
Long Beach, MS 39560

Stewart Carla L
600 East 5th Street
Long Beach, MS 39560

MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

BEFORE ME, the undersigned legal authority authorized to administer oaths in and for the jurisdiction aforesaid, on this day personally appeared before me, TINA M. DAVIS, known to me to be the Minutes Clerk of the City of Long Beach, Mississippi Planning and Development Commission, who being by me first duly sworn, deposes and says on oath as follows, to-wit:

1. That she is the duly appointed and acting Minutes Clerk of the City of Long Beach, Mississippi Planning and Development Commission.

2. That in such capacity she is responsible for mailing Notices of Public Hearing for the purpose of notifying property owners within one hundred sixty feet (160') of the subject property, when applications for zoning map changes, variances, appeals, etc., are filed, all as stipulated in The Zoning Ordinance Number 208 of the City of Long Beach; and other matters pertaining to such public hearings and the business of the Planning and Development Commission in and for the City of Long Beach.

3. That on April 1, 2023 she did cause to be mailed, Notice of Public Hearing, a copy of which is attached hereto, to sixteen (16) property owners within 160' of 402 South Midcoast Avenue (Tax Parcel 0612A-2540-000), notifying them that a public meeting will be held, April 27, 2023, to consider an application for a Variance Application submitted by Gilvin Williams and agent.

Given under my hand, this 1st of April 2023.

Stacy Dahl
STACY DAHL, ASSISTANT

SWORN TO AND SUBSCRIBED before me on this 1st day of April 2023.

My Commission Expires

Kim Bonacini
NOTARY PUBLIC



The Clerk reported that she did cause to be published in the Gazebo Gazette, a newspaper with general circulation in the City of Long Beach, and published in Harrison County, Legal Notice of Public Hearing, as evidenced by the Publisher's Proof of Publication as follows:



Commission Chairman Olaivar asked for anyone speaking in favor or opposition and the following came forward:

- Shawn Sessions, 401 Gulf View Avenue, spoke in opposition stating he feels the house towers over his home and takes away from his privacy. He stated if the variance is granted, this would move the home even closer to his home invading his privacy even more.
- Mary Potts, 401 Gulf View Avenue, spoke in opposition stating she understands it is a tight lot to build a home but does feel the builder could take depth off of the house plan to accommodate the emergency exit requested by the buyer.

**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Noted for the record:

Tina Dahl

From: robert hogue <rghpls1@gmail.com>
Sent: Tuesday, April 11, 2023 12:06 PM
To: Tina Dahl
Subject: Re: Variance, 402 South Nicholson Avenue

City of Long Beach,
Regarding the side yard setback request for 402 So. Nicholson Ave ("the lot") and as owners (Bonk & Elfe Trust/Robert & Nancy Hogue)of 407 Gulf View Ave; we submit the following comments:

1. The builder states that the lot is small and is only 60'. The lot is actually 75'. Additionally, a smaller lot requires a smaller house NOT a smaller set back to provide larger profit for the builder who will not live there with the effects of insufficient utility of small yard space.
2. The granting of a 5' side yard variance would provide precedent to reduce setbacks for any future construction where it is in the development interests rather than the interests of aesthetics.

Therefore we strongly OPPOSE the approval of this variance.
Respectfully
Robert G. Hogue

Commissioner Walters made motion, seconded by Commissioner Suthoff and unanimously carried to close the public hearing.

After considerable discussion, Commissioner Walters made motion, seconded by Commissioner Suthoff to approve the variance as submitted. The question being put to a roll call vote, the result was as follows:

Vice Chairman Shawn Barlow	Voted	Yay
Commissioner Sawyer Walters	Voted	Yay
Commissioner Billy Suthoff	Voted	Yay
Commissioner Michael Levens	Voted	Yay
Commissioner Chris Fields	Voted	Yay
Commissioner Jennifer Glenn	Voted	Nay
Commissioner Marcia Kruse	Voted	Nay

The vote having received the affirmative vote of a majority of the Commissioners present and voting, Chairman Olaivar declared the motion carried.

The third public hearing to consider a Zone Map Change for property located at 20203 Pineville Road, Tax Parcel 0511O-02-040.000, submitted by Jones Builders, Inc (owner) and Heinrich & Associates (agent), as follows:

MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



CITY OF LONG BEACH
201 Jeff Davis Avenue / PO BOX 929
Long Beach, MS 39560
(228) 863-1554 office
(228) 863-1558 fax

Office use only
Date Received 4-27-23
Zoning R-1
Agenda Date 4-27-23
Check Number 9911

I. TYPE OF CASE: ZONE CHANGE REQUEST

II. Advalorem Tax Parcel Number(s): 05110-02-040.000

III. Address of Property Involved: 20203 PINEVILLE RD.

IV. Statement clearly explaining the request being made for case review. (Attach supplemental pages if necessary.)
REZONE SUBJECT PROPERTY FROM R-1 TO R-O. EXISTING STRUCTURE W/ PARKING WILL BE USED AS A COUNCILING OFFICE.

V. REQUIRED ATTACHMENTS:

- A. **Interest and Ownership.** The applicant's name, address and interest of every person, firm or corporation represented by the applicant in the application, the name of the owner or owners and their respective addresses of the entire land area proposed to be changed in classification or to be included within the structures then existing thereon, and sufficient evidence to establish that the applicant has the right of possession to the land area and structures, the names and address of all owners of adjacent property (exclusive of the width of intervening streets, alleys, or bodies of water). 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.
- B. **Survey and Site Plan.** If the proposed amendment would require a change in the Zoning Map, a site plan showing the land area which would be affected, easements bounding and intersecting the designated area, the locations of existing and proposed structures with supporting open facilities, and the ground area to be provided and continuously maintained for the proposed structure or structures;
- C. **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.
- D. **Effect of Amendment.** A report giving the nature, description and effect of the proposed amendment, if the proposed amendment would require a change in the Zoning Map, description of the probable effect on the surrounding land uses and properties.
- E. **Error.** The error in the Ordinance that would be corrected by the proposed amendment, if the intent is to correct an error.
- F. **Recorded Warranty Deed.** A deed which includes a legal description of the specific piece of property involved in the request. If, several parcels are included in a request, individual parcel deeds AND a composite legal description of all parcels involved in the request must be provided.
- G. **Fee.** Attach a check in the amount of \$100.00. This check should be made payable to the City of Long Beach to cover administrative cost. You will also be responsible to actual costs, such as advertising and mailing incurred with the processing of your application.

NOTE APPLICATION WILL NOT BE ACCEPTED WITHOUT THE ABOVE LISTED DOCUMENTS.

VI. OWNERSHIP AND CERTIFICATION:

READ BEFORE EXECUTING, Attendance by the applicant(s) at the public hearing is mandatory; however, the applicant may designate a representative to attend the public hearing on his/her behalf, provided said representative has been properly designated to speak on the applicant's behalf either by written permission or oral designation by the applicant at the Public Hearing. If a continuance is to be granted, the applicant must request same in writing a minimum of seven (7) days in advance of the scheduled public hearing. The applicant acknowledges that, in signing this application, all conditions and requirements inherent in the process have been fully explained and understood, including the timetable for processing the application, the completed application with all necessary documents and payments must be returned to the Planning office not later than 21 days before the 2nd or 4th Thursday of each month. Receipt of fee(s) does not constitute receipt of a completed application.

Ownership: I the undersigned do hereby agree to all the rules and regulations as set forth in the Long Beach Zoning Ordinance and also agree to pay all fees and charges as stated.

JONES BUILDERS, INC.

Name of Rightful Owner (PRINT)

20203 PINEVILLE RD.

Owner's Mailing Address

LONG BEACH MS 39560

City State Zip

228-863-0884

Phone

[Signature] 4/27/23

Signature of Rightful Owner

Date

HEINRICH & ASSOCIATES

Name of Agent (PRINT)

1806 23RD AVE, SUITE B

Agent's Mailing Address

GULFPORT MS 39501

City State Zip

228-896-6768

Phone

[Signature] 3-29-23

Signature of Agent

Date

3-29-23

MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

BOOK 1256 PAGE 41

MAGNOLIA FEDERAL BANK
FOR SAVINGS
P. O. Box R
Gulfport, MS 39502

STATE OF MISSISSIPPI
COUNTY OF HARRISON

ENTERED

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, MARK V. JONES, 20203 Pineville Road, Long Beach, MS. (601) 863-0804, does hereby sell, convey and warrant unto JONES BULLOBERG, INC., 20203 Pineville Road, Long Beach, MS. 39560. (601) 863-0804, the following described land and property being located in the First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

A parcel of land being located and situated in the Southeast corner of Section 10, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit: Commencing at an iron rod lying on the South margin of Pineville Road and being 101.6 feet West of the East line of said Section 10; thence along the South margin of Pineville Road and across the margins of Old Savannah Drive, run South 89 degrees 50 minutes 50 seconds West a distance of 80.0 feet to an iron rod found at the Point of Beginning; thence along the West margin of Old Savannah Drive run South 01 degrees 07 minutes 23 seconds East a distance of 100.1 feet to an iron rod; thence run South 89 degrees 48 minutes 03 seconds West a distance of 149.98 feet to an iron rod; thence run North 01 degrees 05 minutes 38 seconds West a distance of 160.28 feet to an iron rod on the South margin of Pineville Road; thence along said margin run North 39 degrees 50 minutes 50 seconds East a distance of 150.0 feet to the Point of Beginning.

THE ABOVE DESCRIBED PROPERTY IS NO PART OF THE HOMESTEAD OF THE GRANTOR HEREIN.

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

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

WITNESS MY SIGNATURE, on this the 22nd day of October, 1993.

Mark V. Jones
MARK V. JONES

BOOK 1256 PAGE 42

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, MARK V. JONES who acknowledged that the above and foregoing instrument was signed and delivered as the free and voluntary act and deed of the grantor on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 22nd day of October, 1993.

Mary A. Collins
MARY A. COLLINS
NOTARY PUBLIC

My Commission Expires
My Commission Expires March 31, 1994

STATEMENT OF FEES
Recording Fee \$6.00
Abstract/Subject Fee \$100
Marginal Entry \$10
Other \$700
TOTAL FEES COLLECTED \$716

STATE OF MISSISSIPPI, COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT
I hereby certify that this instrument was received and is the record of _____
with _____ at _____, MS. on the _____ day of _____, 1993.
and registered _____ at _____ in the Office of Deeds
Book 1256 Page 41-42
By *Cathy Wojcik* C. N. OREEL, Clerical Clerk

**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

SUPPLEMENTAL INFORMATION

For

RE-ZONING from R-1 TO R-O

First Judicial District of Harrison County, Mississippi

Tax Parcel No.: 05110-02-040.000

(Note: See attached survey of lot to be rezoned)

A. Interest and Ownership:

The applicant, Jones Builders, Inc., currently owns the above tax parcel. The official name and address of the applicant is as follows:

Jones Builders, Inc.
20203 Pineville Rd.
Long Beach, MS 39560

The official name and address of the applicant's agent for this application is as follows:

Robert Heinrich
Heinrich & Associates, LLC
1806 23rd Ave., Suite B
Gulfport, MS 39501
228-896-6768

The subject property is currently zoned R-1 (Residential District) per the Official Zoning Map of the City of Long Beach. The parcel is generally located on the South side of Pineville Rd. and East of Beatline Rd. The address is 20203 Pineville Rd.

Adjacent Property Owners:

Parcel No. 05110-02-041.000, J.P. Jones – 22 Pecan Dr., Long Beach, MS – Zoned R-O

Parcel No. 05110-02-039.000, Melvin and Elva Smith – 20199 Pineville Rd., Long Beach, MS – Zoned R-1

Parcel No. 05110-02-050.000, Catherine Jones – 22 Pecan Dr., Long Beach, MS – Zoned R-1

B. Survey and Site Plan:

See Attached

C. Development Schedule:

Upon approval of the request, the applicant will sell the subject property to Arcadia Group, LLC. They will begin their business immediately after purchasing the property.

D. Effect of Amendment:

The request involves the re-zoning of the subject parcel from R-1 district (Residential) to R-O district (Residential Office), according to the City of Long Beach zoning ordinance. The purpose of this district is to provide a very low-keyed client-based office within a residential area. The R-O district identifies an office as a "use permitted by right" (R) in the Table of Uses. This district permits operations designed to attract little to no customers or client traffic other than employees of the entity.

Page 2 of 2

The subject property is currently owned and occupied by Jones Builders, Inc. Jones Builders currently uses this property as their office and has an existing parking pad.

The subject property faces Pineville Rd. just east of Beatline Rd. The adjacent property owners to the west are currently zoned R-O. If this rezone is granted, it will be a continuation of the current zoning of R-O and will not be "spot zoned".

In order for Arcadia Group, LLC to operate, this rezone is needed to allow clients to visit the premise. Arcadia Group will only be seeing 6-8 clients a day between the hours of 8am to 5pm, M-F.

Currently, the subject property is bounded by C-2 zoning to the north and to the west. The businesses to the north are Memorial Physician Clinics, which its south entrance is off of Pineville Rd., Antioch Baptist Church that exits onto Pineville Rd., Coastal Convenience Store on the NE corner of Pineville Rd. and Beatline Rd., and a strip center with 7 different businesses at the NW intersection of Pineville Rd. and Beatline Rd. On the SW corner of Pineville Rd. and Beatline Rd. is Corner Drug Store. With this being said, there is no probable effect on the surrounding land uses and properties. This Clinic will blend into the surrounding businesses.

E. Error:

The proposed zoning map amendment is consistent with the existing properties in the area since there are currently R-O zoning properties immediately to the west and several commercial businesses to the north, zoned C-2. Jones Builders, Inc. has been operating their business out of this location since the 70's and was zoned R-1 unbeknown to them.

F. Recorded Warranty Deed:

See attached.

G. Fee:

Attached is a check in the amount of \$100 made payable to the City of Long Beach.

MINUTES OF APRIL 27, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION



2022 Landroll Information

JONES BLDRS INC
604 PARKWOOD DR LONG BEACH, MS 39560

Physical Street Address:
20203 PINEVILLE RD

Parcel #:	PPIN	Tax District	Homestead Exp.	Judicial Dist.
05110-02-040.000	41363	3L		1

Supervisor District: 3
Subdivision: PECAN PARK UNIT 2

Exemption Code

Nor-Exempt

Section	Township	Range
10	08	12

Instrument Number(s)

0686/0371

Acres	Land Value	Improvements	Total Value	Assessed Value
0	51750	102452	154202	23130.3

Legal Description

LOT 19 BLK 2 PECAN PARK SUBD UNIT 2

There are 2 building description records attached to this parcel.

Improvement 1 (Primary)

Year Built: 1970
Base Square Feet: 1736
Second Floor Area: 0

Improvement 2

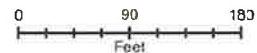
Year Built: 0
Base Square Feet: 168
Second Floor Area: 0



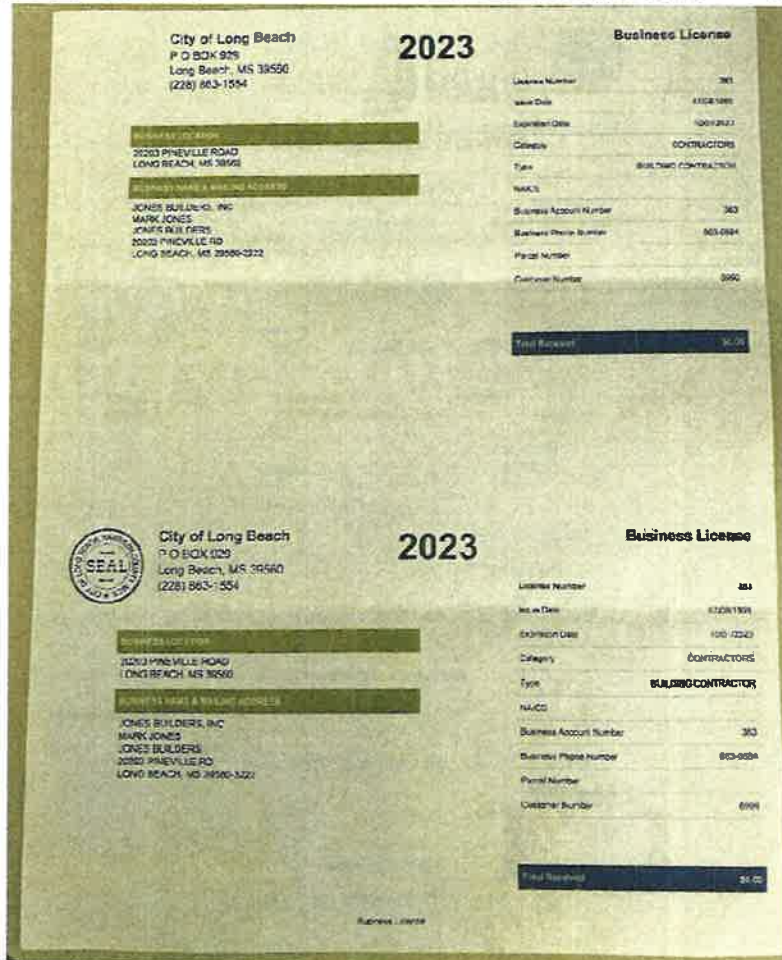
HARRISON COUNTY, MISSISSIPPI

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP. ALA. FLUORNY, TAX ASSESSOR.

MAP DATE: March 29, 2023

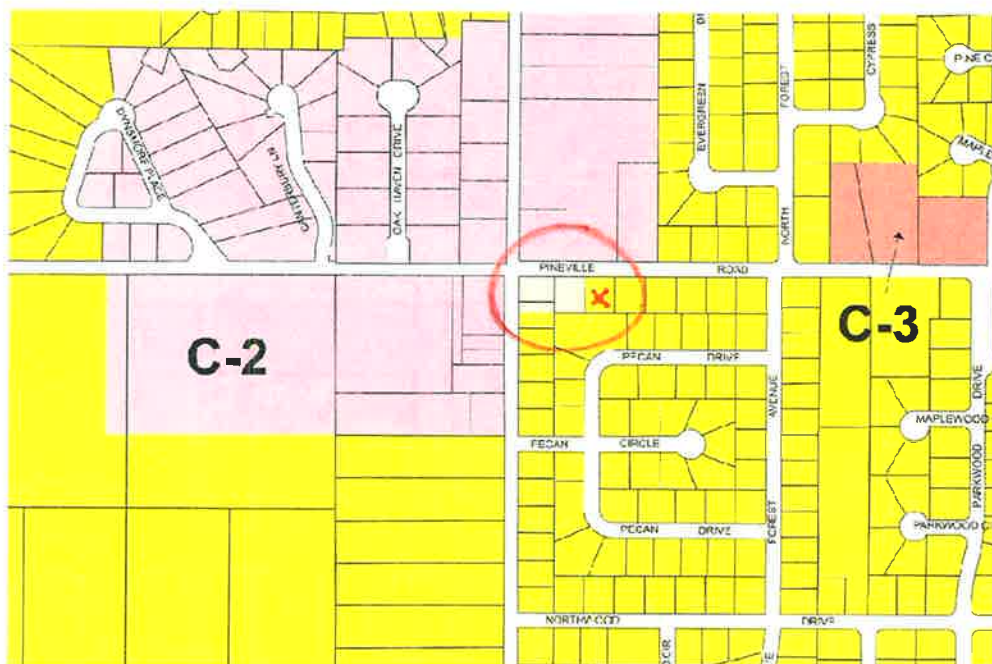


**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



Legend

- R-1 Single-Family Residential
- R-2 Low Density Multi-Family Residential
- R-3 High Density Multi-Family Residential
- R-4 Residential-Farm
- R-O Residential-Office
- C-1 Central Business Commercial
- C-1HD High Density Commercial
- C-2 General Commercial
- C-2B Beachfront Commercial
- C-3 Neighborhood Commercial
- I-1 Industrial
- Civic
- WF Waterfront
- Beach

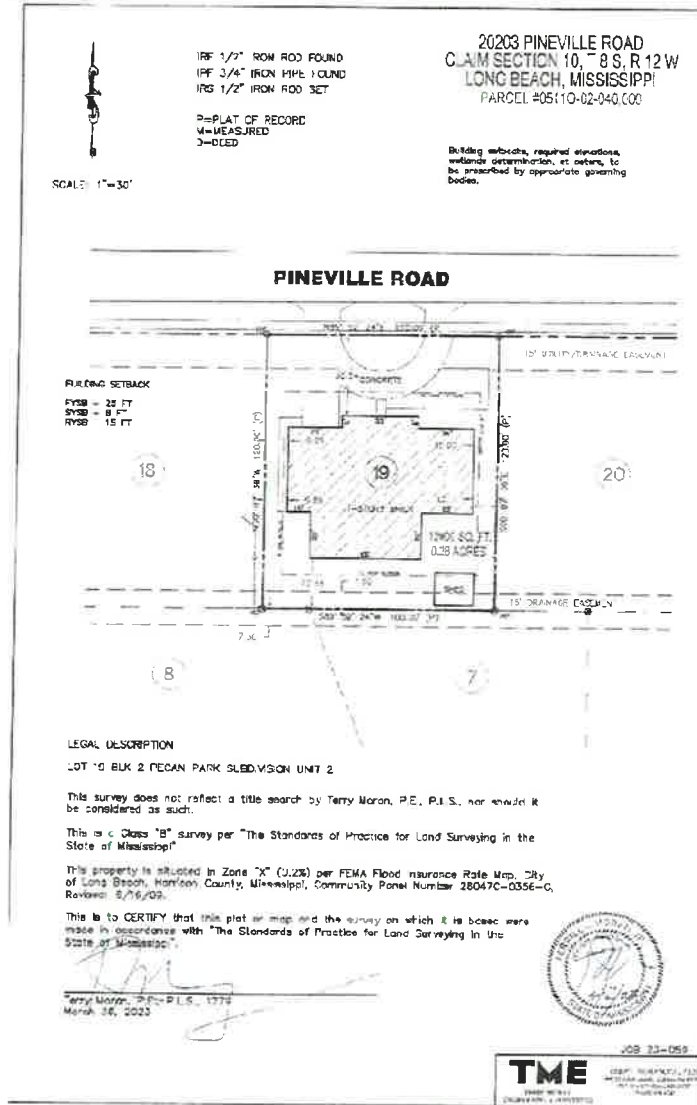


MINUTES OF APRIL 27, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Chart of Use													
	R1	R2	R3	R4	RO	C1	C1B	C2	C2B	C3	I-1	I-2	WD
Agricultural													
Open Space Commercial				R						S	S	S	
Crops / Forestry				R									
Riding Stable				X							S	S	
Livestock				X							S	S	
Wildlife Refuge				X							S	S	
Forest Preserve				R									
	R1	R2	R3	R4	RO	C1	C1B	C2	C2B	C3	I-1	I-2	WD
Residential													
Single Family	R	R	R	R	R	X		X	X	X			
Accessory Unit	X	X	X	X	X	X		X	X	X	X	X	
Duplex / 2 Family Dwelling		R	R		X								
Townhouse			R			X	X	X	X	X			
Zoo Lot Line - 2 acres or more	X	R	R	R	R	X		X	X	X			
Zoo Lot Line - less than 2 acres													
Condominium		X	R			X	R	X	X	X			
Apartment Building / Low Rise			R			X	X	X	X	X			
Apartment Building / High Rise			X			X	X	X	X	X			
Live-Work Unit					R	S	S	X	S	X			
Mobile Home Park				S									
	R1	R2	R3	R4	RO	C1	C1B	C2	C2B	C3	I-1	I-2	WD
Special Care Homes													
Homes for Handicapped or Infirm			X	X				R		X			
Nursing Care, Intermediate Care Homes			X	X				R		X			
Halfway Houses								S					
	R1	R2	R3	R4	RO	C1	C1B	C2	C2B	C3	I-1	I-2	WD
Lodging													
Hotel / Motel (12+ rooms)			R			R	R	X	R	X			X
Inn (up to 12 rooms)			R			R	R	X	R	X			X
Bed and Breakfast (1-5 rooms)		X	X			X		X	R	X			
Tourist Homes (Renting by the day or week)	X	X	X	X	X	X		X	X	X			
	R1	R2	R3	R4	RO	C1	C1B	C2	C2B	C3	I-1	I-2	WD
Office, Clerical, Research and Services (Not primarily related to goods and merchandise)													
Home Occupation (No customer/client traffic generation)	R	R	R	X	R	R	R	R	R	R			
Operations designed to attract and serve customers or clients on the premises					X	R		R	R	R	R	R	X
Operations designed to attract little or no customer/client traffic other than employees of the facility					X	R		R	R	R			
Office building (multiple offices)						X	R	R	R	X	R	R	
Operations with drive up window						X	X	R	X	X			X
Work / Live Unit					R	R		R	R	R			
	R1	R2	R3	R4	RO	C1	C1B	C2	C2B	C3	I-1	I-2	WD
Services and Enterprises Relating to Animals													
Veterinarian (small animals only)					X	X		R	X	X			



**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



The Clerk reported that fifteen (15) notices of public hearing were sent by regular mail to property owners within one hundred sixty feet (160') of the subject property. Notices were also posted on the bulletin boards at City Hall, the Building Official's Office and the Water Department, 201 Jeff Davis Avenue and at the Long Beach Public Library, 209 Jeff Davis Avenue; said notice was ordered as part of these proceedings:

City of Long Beach



**LEGAL NOTICE
PUBLIC HEARING**

In accordance with Article XIX of the Comprehensive Long Beach Unified Land Ordinance 498 of the City of Long Beach, Mississippi (2013) as amended, notice is hereby given advising that the Planning and Development Commission for the City of Long Beach will hold a Public Hearing for the purpose of considering a **Zone Map Change**.

Jones Builders, Inc, 20203 Pineville Road, Long Beach, MS, 32560, (owner) and I Johnson & Associates, 1803 23rd Avenue, Suite B, Gulfport, MS, 39501, agent, have filed an application for a Zone Map Change in accordance with the Comprehensive Long Beach Unified Land Ordinance. The applicants are requesting to change the zoning from an **R-1, Single Family Residential Zone** to an **R-1, Residential/Office Zone**, the location of the request is 20203 Pineville Road, Tax Parcel 05110-02-040,000. The legal descriptions are as follows:

LOT 19 BLK 2 PECAN PARK SLEEVESON UNIT 2

A Public Hearing to consider the above Zone Map Change will be held in the City of Long Beach, Mississippi, 39560, April 27, 2023, at 9:30 p.m., in the Long Beach City Hall Meeting Room located at 233 Jeff Davis Avenue. The City encourages all residents, groups and organizations to contact the clerk if they have any questions concerning the petition.

/s/ signed
Chairman
Planning and Development Commission

**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

AVERY 5160

Bend along line to expose Pop-Up Edge

Use only with Avery Templates Avery Template 5160

Smith Melvin & Elva C -L/E-
20199 Pineville Road
Long Beach, MS 39560

Smith Mark A & Julienne W
5125 Ashley Lane
Long Beach, MS 39560

Johnson Jordan Austin & Jessie Ann N
20190 Pineville Road
Long Beach, MS 39560

Antioch Church
20196 Pineville Road
Long Beach, MS 39560

Memorial Hospital at Gulfport
PO Box 1810
Gulfport, MS 39202

Johnson Jim W ETAL
9071 Scenic River Drive
Biloxi, MS 39532

Williams Travis W
20211 Pineville Road
Long Beach, MS 39560

Jones JP
22 Pecan Drive
Long Beach, MS 39560

S&P Properties
PO Box 1405
Long Beach, MS 39560

Strasser Elizabeth D -I/F-
5096 Beatline Road
Long Beach, MS 39560

Huey Andrew K & Anita V
5092 Beatline Road
Long Beach, MS 39560

TTLBL LLC
4747 Executive Drive
Suite 510
San Diego, CA 92121

Jones Catherine W
22 Pecan Drive
Long Beach, MS 39560

Tripp Stacie & James
18 Pecan Drive
Long Beach, MS 39560

Bassett Ruby D
16 Pecan Drive
Long Beach, MS 39560

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

BEFORE ME, the undersigned legal authority authorized to administer oaths in and for the jurisdiction aforesaid, on this day personally appeared before me, TINA M DAHL, known to me to be the Minutes Clerk of the City of Long Beach, Mississippi, Planning and Development Commission, who being by me first duly sworn, deposes and says on oath as follows, to-wit:

1. That she is the duly appointed and acting Minutes Clerk of the City of Long Beach, Mississippi, Planning and Development Commission;

2. That in such capacity, she is responsible for making Notices of Public Hearing for the purpose of notifying property owners within one hundred sixty feet (160') of the subject property, when applications for zoning map changes, variances, appeals, etc., are filed, all as stipulated in The Zoning Ordinance Number 598 of the City of Long Beach, and other matters pertaining to such public hearings and the business of the Planning and Development Commission in and for the City of Long Beach;

3. That on April 1, 2023, she did cause to be mailed, Notice of Public Hearing, a copy of which is attached hereto, to fifteen (15) property owners within 160' of 20203 Pineville Road, Tax Parcel 05110-02-040.000, notifying them that a public meeting will be held, April 27, 2023, to consider an application for a Zone Map Change Application submitted by Jones Builders, Inc. (owners) and Heinrich & Associates (agent)

Gave under my hand and seal this 1st day of April 2023.


STACEY DAHL, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 1st day of April 2023.


NOTARY PUBLIC

-My Commission Expires-



The Clerk reported that she did cause to be published in the Gazebo Gazette, a newspaper with general circulation in the City of Long Beach, and published in Harrison County, Legal Notice of Public Hearing, as evidenced by the Publisher's Proof of Publication as follows:

MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
Proof of Publication

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me the undersigned notary in and for said County and State, BUNTER DAWKINS, publisher of THE LONG BEACH GAZETTE, a newspaper printed and published in Harrison County, who being duly sworn, deposes and says the publication of the notice hereunto attached has been made to the said publication _____ issue on the following numbers and on the following dates of such paper:

Vol. No. 11, dated 1 day of April, 2023
 Vol. No. _____ dated _____ day of _____, 20____
 Vol. No. _____ dated _____ day of _____, 20____
 Vol. No. _____ dated _____ day of _____, 20____
 Vol. No. _____ dated _____ day of _____, 20____
 Vol. No. _____ dated _____ day of _____, 20____
 Vol. No. _____ dated _____ day of _____, 20____

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

Sworn to and subscribed before me this 27 day of April, A.D. 2023.

[Signature]
Notary Public



Commission Chairman Olaivar asked for anyone speaking in favor or opposition and no one came forward.

Commissioner Walters made motion, seconded by Commissioner Suthoff and unanimously carried to close the public hearing.

After considerable discussion, Commissioner Walters made motion, seconded by Commissioner Suthoff and unanimously carried recommending the approval of the Zone Map Change as submitted.

City Advisor Bill Hessell left the meeting at this time.

Be it remembered that a Regular Meeting before the Long Beach Planning and Development Commission, Long Beach, Mississippi, was begun at 5:30 o'clock p.m., Thursday, the 27th day of April 2023, in the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, and the same being the time, date and place fixed for holding said Regular Meeting.

There were present and in attendance on said Commission and at the meeting the following named persons: Chairman Frank Olaivar, Vice Chairman Shawn Barlow, Commissioners Sawyer Walters, Billy Suthoff, Michael Levens, Chris Fields, Jennifer Glenn and Marcia Kruse, Building Official Mike Gundlach, Building Inspector Ryan Ladner and Minutes Clerk Tina M. Dahl.

Absent from the regular meeting were Commissioner Justin Shawn and City Advisor Bill Hessell.

**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

There being a quorum present and sufficient to transact the business of this regular meeting, the following proceedings were had and done.

Commissioner Walters made motion, seconded by Commissioner Levens and unanimously carried to approve the Regular Meeting minutes of April 13, 2023, as submitted.

It came for discussion under New Business a Tree Removal for the property located at 151 Markham Drive, Tax Parcel 0512J-01-019.000, submitted by Southern Paradise, LLC, as follows:

MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



CITY OF LONG BEACH, MISSISSIPPI
201 Jeff Davis Avenue
P.O. Box 929
Long Beach, MS 39560
(228) 863-1554
(228) 863-1558 fax

APPLICATION FOR TREE PERMIT

OFFICE USE ONLY
Date Received 3-31-23
Zoning R-1
Agenda Date 4-27-23
Check Number 6042

(Initial on the line that you've read each)

GI Routine trimming does not require a permit. The reason for pruning may include, but are not limited to, reducing risk, maintaining or improving tree health and structure, improving aesthetics, or satisfying a specific need. The City of Long Beach does recommend you obtain a licensed Arborist for your and the tree protection.

GI Any single-family Residential, Multi-Family Residential, Commercial or Industrial Zoned areas need a permit to remove a Live Oak or Magnolia tree with its root system, growing upon the earth usually with one trunk or at least eighteen (18) inches in circumference or larger, measured four and one-half (4 1/2) feet above the surface of the ground, or a multi-stemmed trunk system with a definitely formed crowned.

GI Any person desiring a permit for removal of any Live Oak or Magnolia tree, shall submit this application and a filing fee of \$25.00 per parcel of land to which such application pertains.

TODAY'S DATE: 3/31/23

PROPERTY INFORMATION

TAX PARCEL # 0512J-01-019.000

Address of Property Involved: 151 Markham

Property owner name: Southern Paradise LLC

Are you the legal owner of the above property? Yes No If No, written consent from the owner is needed. Please provide a statement that no person, not listed on this application, has any interest in the title in or to the property.

Property owner address: POB 1612, LB MS

Phone No. () (228) 760.5455

CONTRACTOR OR APPLICANT INFORMATION

Company Name: Southern Paradise LLC

Phone No. (228) 760.5455 Fax: _____

Name Southern Paradise LLC

Address POB 1612, LB MS

PERMIT INFORMATION

Permit for: Removal Trimming _____ Pruning _____

What is the reason the tree needs to be removed? Be specific ex. Construction, street or roadway, recreational area, patio, parking lot, diseased tree not worthy of preservation, etc.:
(use separate sheet if needed)

- See attached. The lot is too small for
- any of our plans (or modified plans).
- The hardship is the location of the trees
- directly in the layout of the home

Number of Trees:

Live Oak Southern Magnolia

I hereby certify that I have read this application and that all information contained herein is true and correct; that I agree to comply with all applicable codes, ordinances and state laws regulation construction; that I am the owner or authorized to act as the owner's agent for the herein described work.

glynn illich 3/31/23
Signature _____ Date _____

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

(Initial on the line that you've read each)

GI TREE SITE PLAN: Please provide a map or diagram of the parcel of land, specifically designating the area or areas of proposed tree removal and the proposed use of such area. Please include the following: 1) location of all protected and large shade trees on the property, their size and species 2) Designate which are disease/or damaged, 3) designate which are endangering any roadway, pavement, or utility line, 4) any proposed grade changes that might adversely affect or endanger any trees on the site and specify how to maintain them 5) designate the trees to be removed and the trees to be maintained, and 5) location of existing and/or proposed structures.

GI PHOTOGRAPH: You must attach a photograph of the tree to be removed, the photo must show any damage the tree is causing.

GI OWNERSHIP: Please provide a recorded warranty deed.

GI PERMIT FEES: Upon issuance of a Tree Removal Permit, the permit fee will be as follows: For removal of a tree or trees where such removal of such tree or trees is necessitated by material damage caused by such tree or trees to permanent improvement or improvements on the parcel where such tree or trees are situated a fee of \$1.00 per tree permitted to be removed. For removal of all other trees, a fee of \$45.00 per tree permitted to be removed. As per City of Long Beach Tree Ordinance (#364) any person removing any Live Oak or Magnolia tree within the City of Long Beach, Mississippi, without a valid tree removal permit, shall be guilty of a misdemeanor, and upon conviction thereof shall be sentenced to pay a fine not less than \$500.00 nor more than \$1000.00. The removal of each tree without having first secured a valid tree removal permit shall constitute a separate offense and shall be punishable as such.

GI REPLANTING: As a condition of granting the tree removal permit, the City, acting by and through its Mayor and Board of Aldermen, may require the applicant to relocate or replace trees, but may not require the replacement of trees in a number greater than the number of Live Oak or Magnolia trees removed; trees to be of Four (4) inches caliper deciduous trees or five (5) feet in height of evergreen or Live Oak or Magnolia trees.

GI MEETING: You must attend the Planning Commission meeting, not attending may cause your permit for tree removal to be denied or withheld.

MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

A RESUBDIVISION OF A PARCEL OF LAND BEING A
15,764.43 SQ.FT. PARCEL, CITY OF LONG BEACH, FIRST
JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI,
INTO LOTS "A" AND "B". SAID PARCEL BEING REFERRED
TO AS TAX PARCEL NO. 0512J-01-019.000

NOTES:

- 1.) FIELD SURVEY PERFORMED WITH A TOPCON VR GPS GPS RECEIVER.
- 2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON WERE DERIVED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTN NETWORK, AND ARE BASED ON SPC (NAD 83).
- 3.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI OIL GAS SHOULD BE MADE BEFORE ANY DIGGING @ 1.000 227 0472.
- 4.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION, AND OTHERS TO BE PREPARED BY APPROPRIATE COVERING CODES.

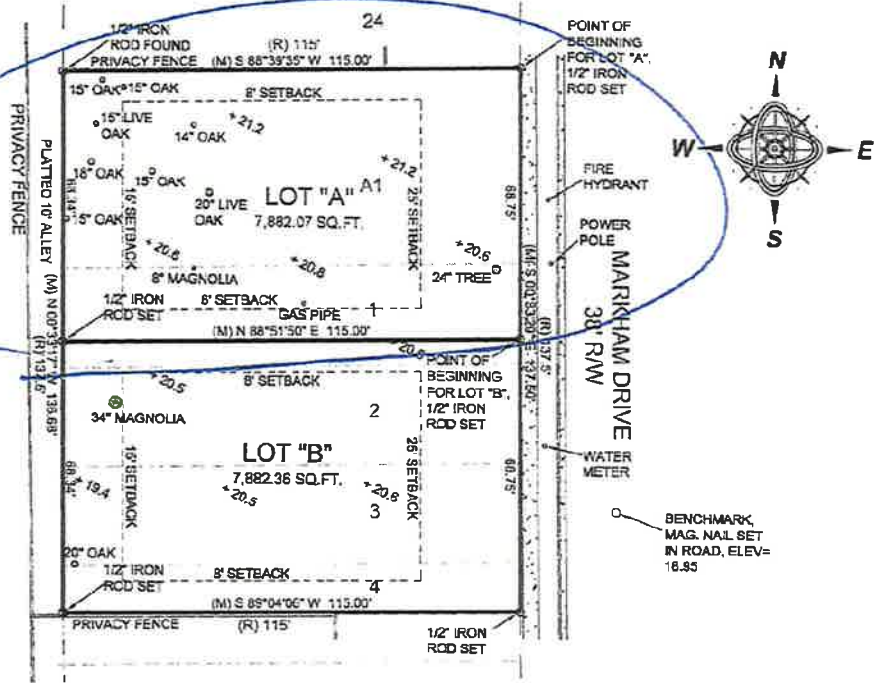
LEGEND:

- 1/2" IRON ROD FOUND
- 1/2" IRON PIPE FOUND
- 1/2" IRON ROD SET
- SPIKE FOUND
- SPIKE SET
- CONCRETE MONUMENT FOUND
- CONCRETE MONUMENT SET
- LEADING NAIL FOUND
- AS MEASURED
- AS PER RECORD
- AS PER PLAT
- 1/2" IRON ROD FOUND
- 1/2" IRON ROD SET

REFERENCE MATERIALS:

- 1.) RECORDED PLAT OF THOMAS SUBDIVISION
- 2.) DEED 2019-2983-C-11

151
mark



GPS OBSERVATION
NOTE

TOPCON VR RECEIVER WAS
USED FOR GPS OBSERVATION,
UTILIZING THE EARL DUDLEY, INC.
REAL-TIME NETWORK

FLOOD ZONE NOTE:

BY GRAPHIC PLOTTING ONLY, THIS
PROPERTY IS LOCATED IN THE FIRM ZONE
"X500" ACCORDING TO MAP NUMBER
28047C03586, DATED JUNE 15, 2009. THE
ABOVE STATEMENT IS FOR INFORMATION
ONLY AND DOES NOT REPRESENT THIS
SURVEYOR'S OPINION OF THE PROBABILITY
OF FLOODING. THIS SURVEYOR ASSUMES
NO LIABILITY FOR THE CORRECTNESS OF
THE CITED MAP.



SCALE 1" = 30'
REFERENCE: GRID NORTH
BY GPS OBSERVATION
(DATUM=NAD 83)

CLIENT: SOUTHERN PARADISE, LLC
DATE OF FIELD WORK: 7/21/2021
DRAWN BY: CAC
JOB NUMBER: 15325

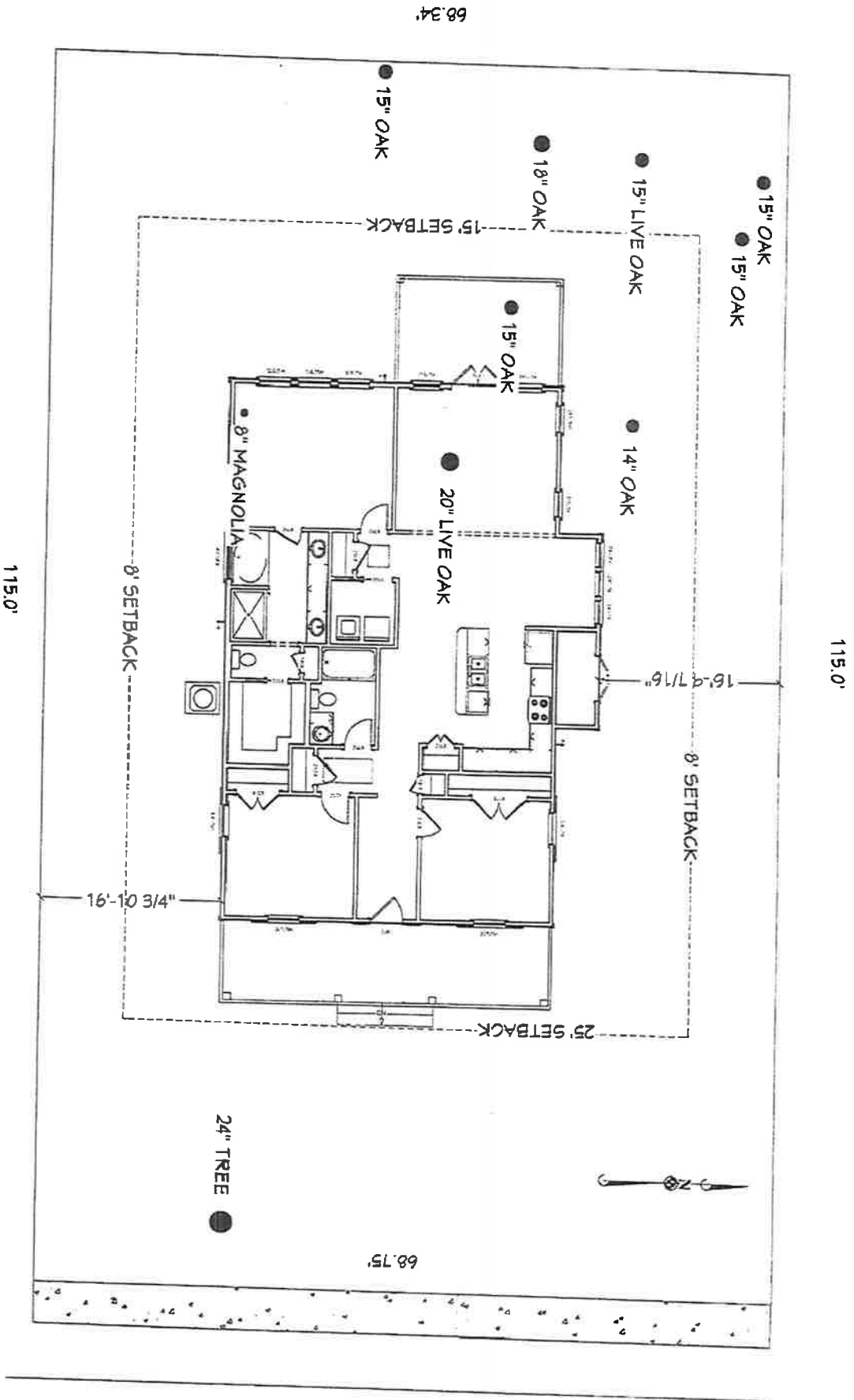
PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

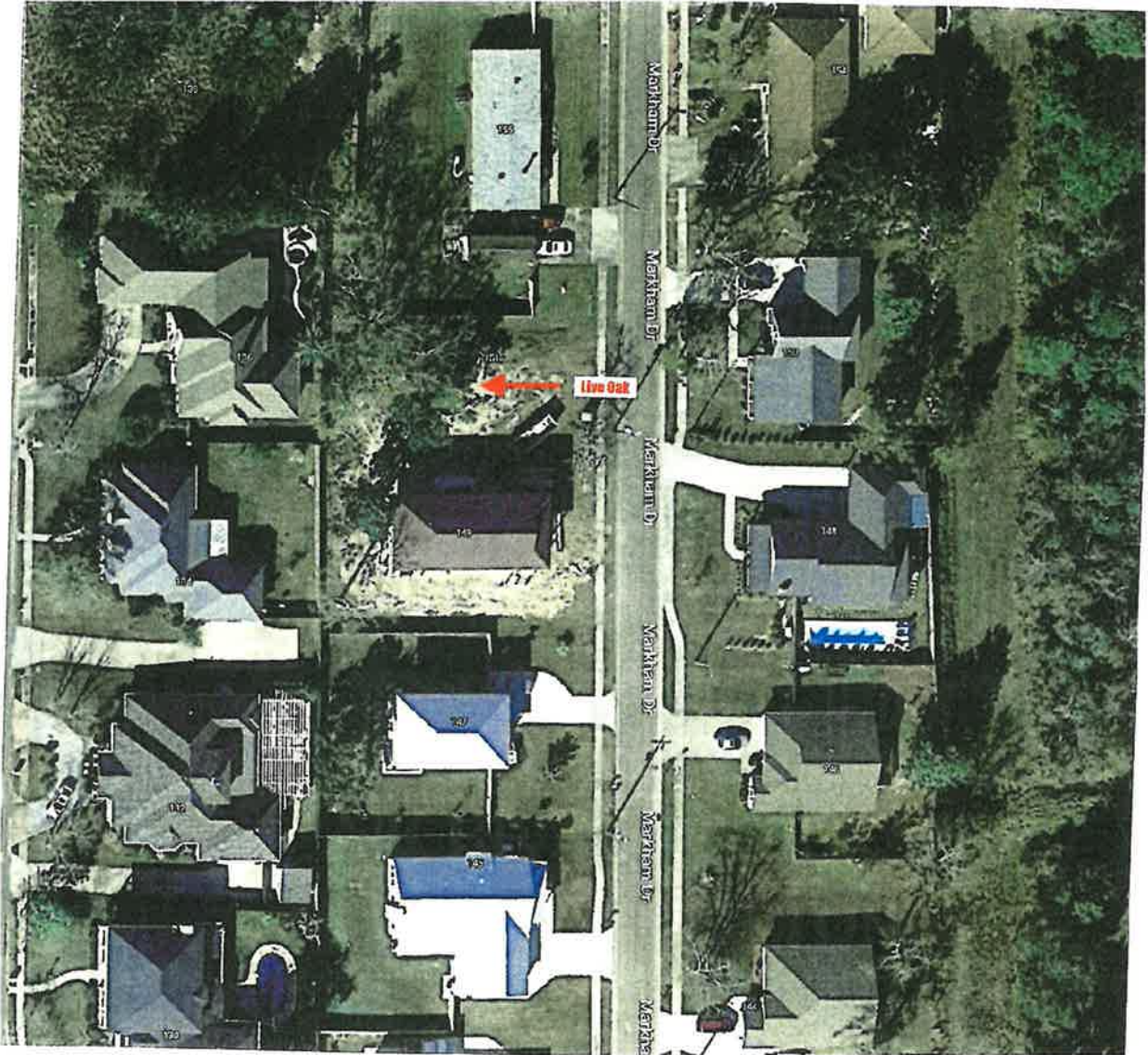
PROPOSED

SHEET 2 OF 4

MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Prepared By: Lee Rottum, Esq.
Schwartz, Ocker & Jordan, PLLC
1775 N. Hwy. 49
Gulfport, MS 39503
(228) 872-8151

FILE#190302

File#19030202
Lot #1, Lots 1-6 & 8-9 of Lot 4,
886-7, Thomas S/D of Lot 433E,
White & Calhoun, Harrison County,
MS 39237

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

THAT FOR AND IN CONSIDERATION of a sum of Twenty Four Dollars (\$24.00) cash in hand paid, and other good and valuable considerations, the present and future heirs of

PETER J. LASSALLE, JR. and GAIL W. LASSALLE
P.O. BOX 208
POPLARVILLE, MS 39471
(601) 785-0158

do hereby grant, legally, sell, convey and warrant, unto

SOUTHERN PARADISE, LLC
A Mississippi Limited Liability Company
P.O. BOX 1612
LONG BEACH, MS 39560
(779) 760-5488

the following described property, together with the appurtenances, to the heirs and assigns herein, if execution and recordation for the County of Harrison, State of Mississippi, and more fully and

Lot #1, One (1), Two (2), Three (3) and South 125 Feet of Lot Four (4), Block Three (3), THOMAS SURVEY, AS TO THIRTY-EIGHT (38) THIRDS OF ONE (1) AND THIRTY-THREE (3) WHITES AND CALHOUN SURVEY, in the City of Long Beach, County of Harrison, State of Mississippi, as per map or plat thereof as the said of record in Plat Book 6, Page 5, of the 1917 Records of Harrison County, Mississippi.

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, easements, and encumbrances applicable to subject property, and any other recorded reservations, conveyances, leases of rights and interests by previous owners of subject property.

There shall be no implied covenants, conditions or warranties between the parties as a part of the

consideration for this conveyance. In the event the estimates upon which such consideration is based prove to be inaccurate for any reason, the Grantee agrees to return any excess, and the Grantor agrees to pay any deficiency upon receipt of a copy of the tax statement for the current year and a computation of the true tax amount due, based on a 365 day year.

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

WITNESS THE SIGNATURES of the Grantors on this 26th day of May, 2019.

Peter J. Lassalle, Jr.
PETER J. LASSALLE, JR.

Gail W. Lassalle
GAIL W. LASSALLE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, PETER J. LASSALLE, JR. and GAIL W. LASSALLE, who acknowledged that they signed, executed and delivered the abovesaid foregoing instrument as a voluntary act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal on this 26th day of May, 2019.

Celeste Paige
CELESTE PAIGE
NOTARY PUBLIC

My Commission Expires



MEMORANDUM

Date: April 25, 2023
To: City of Long Beach Planning Commission
From: Long Beach Tree Board
Re: Tree Removal - 151 Markham

The Long Beach Tree Ordinance allows the removal of protected trees to accommodate new construction. However, Section 6(g) requires the Planning Commission to consider whether the proposed improvements could be revised to accommodate existing trees.

The proposed construction at 151 Markham will not accommodate the existing trees.

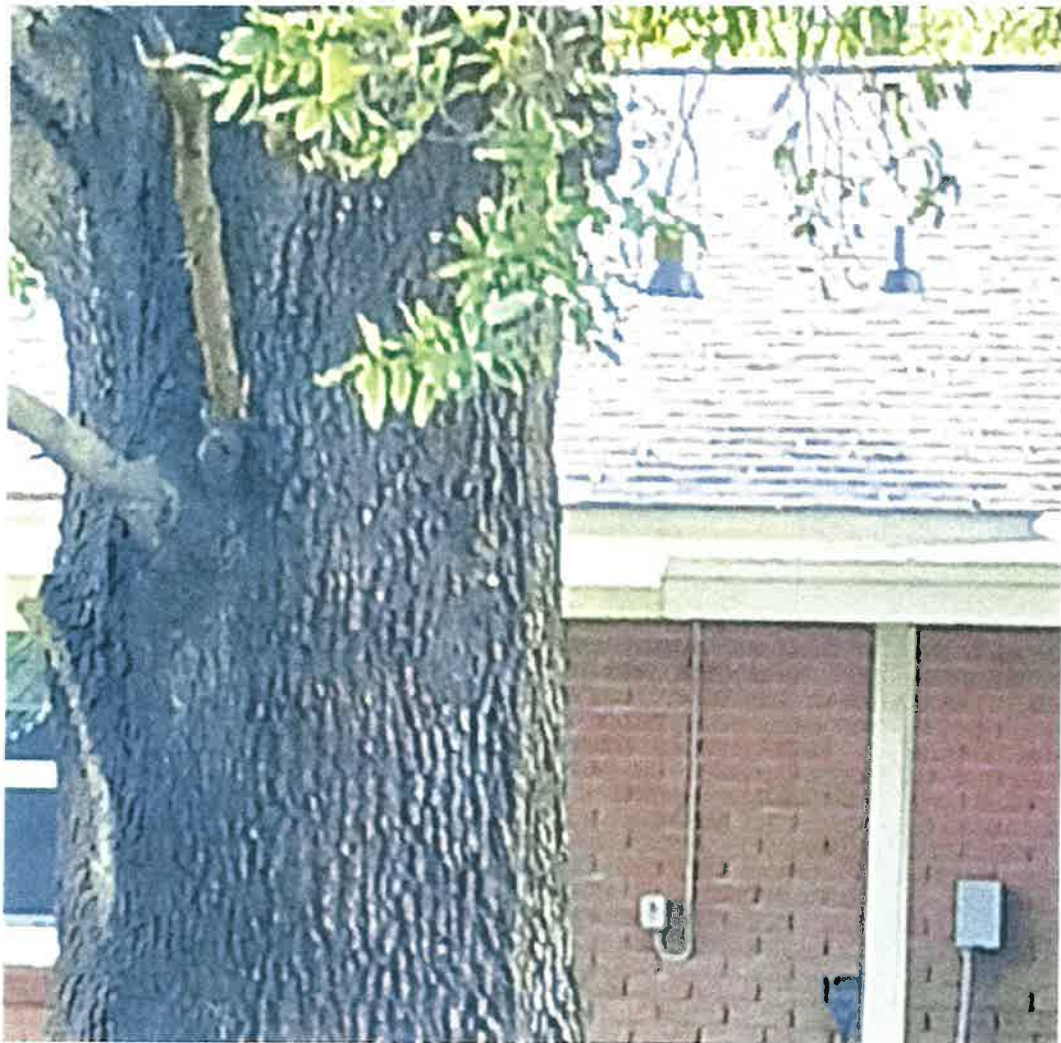
**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

After considerable discussion and recommendation made by a member of the City's Tree Board, Commissioner Walters made motion, seconded by Commissioner Levens, to approve the application as submitted. The question being put to a roll call vote, the result was as follows:

Vice Chairman Shawn Barlow	Voted	Yay
Commissioner Sawyer Walters	Voted	Yay
Commissioner Billy Suthoff	Voted	Yay
Commissioner Michael Levens	Voted	Yay
Commissioner Chris Fields	Voted	Nay
Commissioner Jennifer Glenn	Voted	Yay
Commissioner Marcia Kruse	Voted	Yay

The vote having received the affirmative vote of a majority of the Commissioners present and voting, Chairman Frank Olaivar declared the motion carried.

It came for discussion under New Business a Tree Removal for the property located at 108 Alverado Drive, Tax Parcel 0611E-02-115.000, submitted by Charles A. and Ava S. Pendergrass, as follows:



**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

1st JUDICIAL DISTRICT
INSTRUMENT 2022-0029724-D-11
FILED/RECORDED 10/11/2022 9:30:02 AM
TOTAL FEES \$26.00
3 PAGES RECORDED

Deed of Conveyance Cover Page

PREPARED BY:
Veterans' Home Purchase Board
P. O. Box 54411
Pearl, MS 39288
601-576-4800

Return To: Laura F. Paulk, PLLC
16127 Orange Grove Rd.
Gulfport, MS 39503
228-831-1818
LFP File No.:R2207929

Grantor:
The Veterans' Home Purchase Board
of the State of Mississippi
P. O. Box 54411
Pearl, MS 39288
601-576-4800

Grantee:
Charles Allen Pendergrass and
Ava Sue Pendergrass
108 Alverado Dr.
Long Beach, MS 39560
251-422-5748

INDEXING INSTRUCTIONS: Lot 5, Daugherty Park S/D, Part 2, Harrison Co., MS

Prepared by:
VETERANS' HOME PURCHASE BOARD
P. O. Box 54411
Pearl, MS 39288
601-576-4800

Return to:
Laura F. Paulk, PLLC
16127 Orange Grove Road
Gulfport, MS 39503

DEED OF CONVEYANCE

INDEXING INSTRUCTIONS: Lot 5 Daugherty Park Part 2, Hamson County, Mississippi

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid and other good, legal and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned, THE VETERANS' HOME PURCHASE BOARD OF THE STATE OF MISSISSIPPI, does hereby sell and convey unto Charles Allen Pendergrass and Ava Sue Pendergrass, as Joint Tenants with Full Rights of Survivorship and Not as Tenants in Common, the land and property, 108 Alverado Drive, Long Beach, MS 39560 which is situated in the County of Harrison, State of Mississippi, described as follows, to wit:

LOT FIVE (5) OF DAUGHERTY PARK SUBDIVISION, PART TWO (2), A SUBDIVISION ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, IN PLAT BOOK 25 AT PAGE 28 THEREOF, REFERENCE TO WHICH IS HEREBY MADE IN AID OF AND AS A PART OF THIS DESCRIPTION.

GRANTOR'S ADDRESS: P. O. BOX 54411, PEARL, MS 39288, TEL. 601-576-4800
GRANTEE'S ADDRESS: 108 Alverado Drive Long Beach MS 39560
251-422-5748

The grantee herein agrees and obligates itself to pay all taxes now due and to become due on the above property. This conveyance is subject to all building restrictions, zoning ordinances, restrictive covenants, easements, rights of way, mineral reservation and mineral conveyances of record. Witness the signature of the Grantor, this the 29 day of September 2022.

THE VETERANS' HOME PURCHASE BOARD
OF THE STATE OF MISSISSIPPI
By: *[Signature]*
JOHN B. KAISER, JR., EXECUTIVE DIRECTOR

STATE OF MISSISSIPPI
COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said County and State, on this 29 day of September 2022, within my jurisdiction, the within named, John B. Kaiser, Jr., who acknowledged that he is the Executive Director of THE VETERANS' HOME PURCHASE BOARD of the State of Mississippi, an agency of the State of Mississippi, and that for and on behalf of THE VETERANS' HOME PURCHASE BOARD of the State of Mississippi, and as its act and deed he signed, executed, and delivered the above and foregoing instrument, after first having been duly authorized by The Veterans' Home Purchase Board of the State of Mississippi, so to do.

Given under my hand and official seal this, the 29 day of September, 2022



[Signature]
Notary Public

MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
EXHIBIT A
LEGAL DESCRIPTION

Lot Five (5) of Daugherty Park Subdivision, Part Two (2), a subdivision according to the official map or plat thereof on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 25 at Page 28 thereof, reference to which is hereby made in aid of and as a part of this description.

MEMORANDUM

Date: April 25, 2023
To: City of Long Beach Planning Commission
From: Long Beach Tree Board
Re: Tree Removal - 108 Alverado Dr

The homeowner asserts that the tree threatens his home. The Tree Board defers to the homeowner's judgment. No objection.

After considerable discussion and recommendation made by a member of the City's Tree Board, Commissioner Walters made motion, seconded by Commissioner Glenn and unanimously carried recommending approval of the application as submitted.

It came for discussion under New Business a Tree Removal for the property located at 121 West 3rd Street, Tax Parcel 0612B-03-087.000, submitted by Martin Nesheim, as follows:

MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



CITY OF LONG BEACH, MISSISSIPPI
201 Jeff Davis Avenue
P.O. Box 929
Long Beach, MS 39560
(228) 863-1554
(228) 863-1558 fax
APPLICATION FOR TREE PERMIT

OFFICE USE ONLY
Date Received 4-17-23
Zoning R-1
Agenda Date 4-27-23
Check Number 151

(Initial on the line that you've read each)

mn Routine trimming does not require a permit. The reason for pruning may include, but are not limited to, reducing risk, maintaining or improving tree health and structure, improving aesthetics, or satisfying a specific need. The City of Long Beach does recommend you obtain a licensed Arborist for your and the tree protection.

mn Any single-family Residential, Multi-Family Residential, Commercial or Industrial Zoned areas need a permit to remove a Live Oak or Magnolia tree with its root system, growing upon the earth usually with one trunk or at least eighteen (18) inches in circumference or larger, measured four and one-half (4 1/2) feet above the surface of the ground, or a multi-stemmed trunk system with a definitely formed crown.

mn Any person desiring a permit for removal of any Live Oak or Magnolia tree, shall submit this application and a filing fee of \$25.00 per parcel of land to which such application pertains.

TODAY'S DATE: April 17, 2023

PROPERTY INFORMATION

TAX PARCEL # 0612B-03-087.000

Address of Property Involved: 121 West 3rd St Long Beach
Property owner name: Martin Nesheim

Are you the legal owner of the above property? Yes No If No, written consent from the owner is needed. Please provide a statement that no person, not listed on this application, has any interest in the title in or to the property.

Property owner address: 121 West 3rd St Long Beach

Phone No. 601 - 467 - 4445

CONTRACTOR OR APPLICANT INFORMATION

Company Name: Contractor not chosen yet

Phone No. _____ Fax: _____

Name _____

Address _____

PERMIT INFORMATION

Permit for: Removal Trimming _____ Pruning _____

What is the reason the tree needs to be removed? Be specific ex. Construction, street or roadway, recreational area, patio, parking lot, diseased tree not worthy of preservation, etc.:

Tree roots growing under 5/96, tree branches overhanging and rubbing on my building and neighbor's to the south. Tree roots may damage storm drain

Number of Trees: _____
 Live Oak _____ Southern Magnolia

I hereby certify that I have read this application and that all information contained herein is true and correct; that I agree to comply with all applicable codes, ordinances and state laws regulation construction; that I am the owner or authorized to act as the owner's agent for the herein described work.

M. Nesheim April 17, 2023
Signature Date

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

(Initial on the line that you've read each)

mn TREE SITE PLAN: Please provide a map or diagram of the parcel of land, specifically designating the area or areas of proposed tree removal and the proposed use of such area. Please include the following: 1) location of all protected and large shade trees on the property, their size and species 2) Designate which are disease/or damaged, 3) designate which are endangering any roadway, pavement, or utility line, 4) any proposed grade changes that might adversely affect or endanger any trees on the site and specify how to maintain them 5) designate the trees to be removed and the trees to be maintained, and 5) location of existing and/or proposed structures.

mn PHOTOGRAPH: You must attach a photograph of the tree to be removed, the photo must show any damage the tree is causing.

mn OWNERSHIP: Please provide a recorded warranty deed.

mn PERMIT FEES: Upon issuance of a Tree Removal Permit, the permit fee will be as follows: For removal of a tree or trees where such removal of such tree or trees is necessitated by material damage caused by such tree or trees to permanent improvement or improvements on the parcel where such tree or trees are situated a fee of \$1.00 per tree permitted to be removed. For removal of all other trees, a fee of \$45.00 per tree permitted to be removed. As per City of Long Beach Tree Ordinance (#364) any person removing any Live Oak or Magnolia tree within the City of Long Beach, Mississippi, without a valid tree removal permit, shall be guilty of a misdemeanor; and upon conviction thereof shall be sentenced to pay a fine not less than \$500.00 nor more than \$1000.00. The removal of each tree without having first secured a valid tree removal permit shall constitute a separate offense and shall be punishable as such.

mn REPLANTING: As a condition of granting the tree removal permit, the City, acting by and through its Mayor and Board of Aldermen, may require the applicant to relocate or replace trees, but may not require the replacement of trees in a number greater than the number of Live Oak or Magnolia trees removed; trees to be of Four (4) inches caliper deciduous trees or five (5) feet in height of evergreen or Live Oak or Magnolia trees.

mn MEETING: You must attend the Planning Commission meeting, not attending may cause your permit for tree removal to be denied or withheld.

MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Reasons for tree removal:

The tree's roots are growing under my building's slab foundation. The tree's branches are overhanging and rubbing on my building's roof and also on my neighbors to the south building. The tree's roots may damage the storm drain running north to south on the ~~east~~ west side of my house near the tree.

This photo is dated
Apr 2020 tree is bigger now

My Map



MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



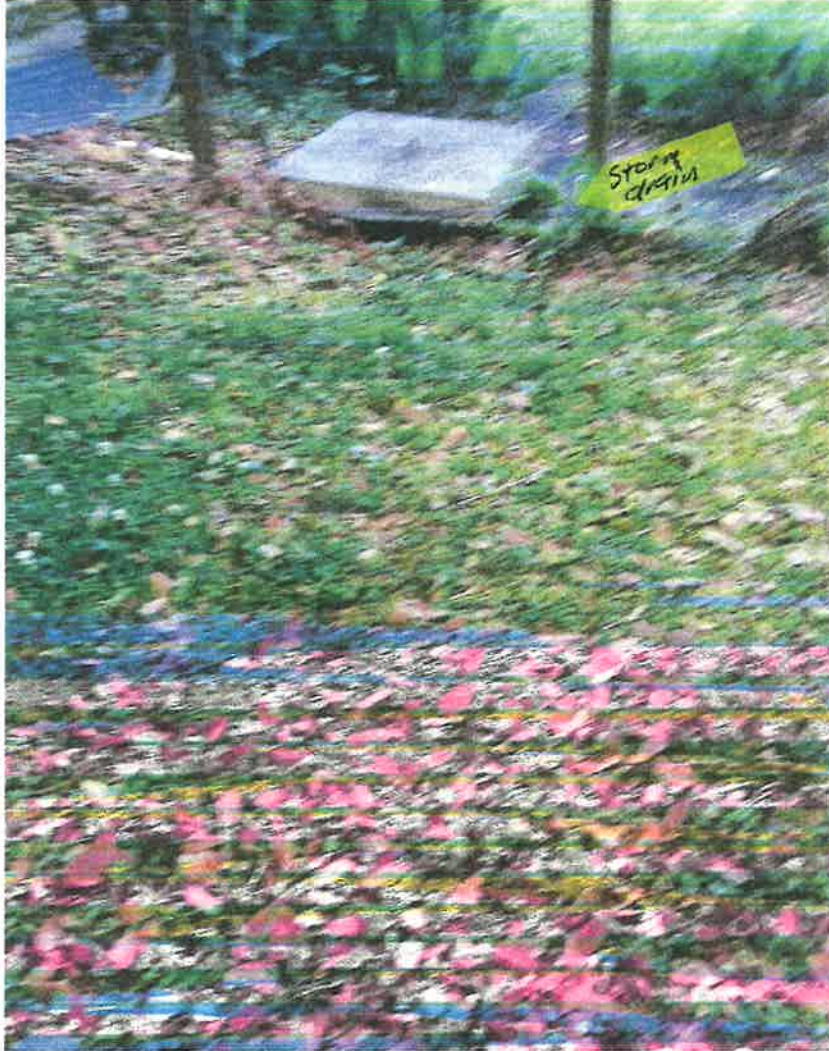
AS
location



MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in his Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

MARTIN A. NESHEIM (Seal) Guarantor

IM S. NESHEIM (Seal) Borrower

(Seal) Borrower

(Seal) Borrower

(Seal) Borrower

0054706080 Page 14 of 18 Form 3025 1/01

STATE OF MISSISSIPPI, Harrison County, Mississippi
On this 9th day of August, 2025, personally appeared before me, the undersigned authority in and for said County and State, the within named MARTIN A. NESHEIM AND WIFE, IM S. NESHEIM

who acknowledged that he/she/they signed and delivered the foregoing instrument on the day and year therein recited.

Given under my hand and seal of office:
My Commission Expires: 2/6/07

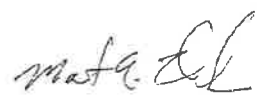
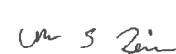
 
Notary Public

0054706080 Page 14 of 18 Form 3025 1/01

EXHIBIT "A" 0054706080

A parcel of land located in the First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

Commencing at a point on the South Margin of Third Street, which point is 588 feet West of the West margin of Jeff Davis Avenue as shown on Porter's map of ORIGINAL LONG BEACH, Mississippi, recorded in Plat Book 11, Page 6, in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi. From said Point of Beginning run thence South 28 degrees East a distance of 125 feet to a point, run thence Westerly and parallel with the South margin of Third Street a distance of 75 feet; run thence North 28 degrees West a distance of 125 feet to the South margin of Third Street; run thence Easterly along the South margin of Third Street a distance of 75 feet to the place of beginning. Said parcel of land lies and is a part of Lot 55 of the Heudetsun-Shipman-Hughes Survey in Section 3, Township 8 South, Range 12 West, in the City of Long Beach, (located in Long Beach Section Block 14), First Judicial District of Harrison County, Mississippi.

 8 Aug 05
 8 AUG 05

**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
MEMORANDUM**

Date: April 25, 2023

To: City of Long Beach Planning Commission

From: Long Beach Tree Board

Re: Tree Removal - 121 West 3rd St

The homeowner asserts that the tree threatens his home and the home of his neighbor. The Tree Board defers to the homeowner's judgment. No objection.

After considerable discussion and recommendation made by a member of the City's Tree Board, Commissioner Walters made motion, seconded by Commissioner Suthoff and unanimously carried recommending approval of the application as submitted.

It came for discussion under New Business, a Short-Term Rental application for the property located at 205 White Harbor Road, Tax Parcel 0512J-03-079.000, submitted by Terry M. Massey (owner) and Chad Brown (property manager), as follows:

MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CITY OF LONG BEACH, MISSISSIPPI APPLICATION FOR SHORT-TERM RENTAL		
PHYSICAL ADDRESS: 201 JEFF DAVIS AVENUE LONG BEACH, MS 39560	PHONE: (228) 863-1554 FAX: (228) 863-1558	MAILING ADDRESS: POST OFFICE BOX 929 LONG BEACH, MS 39560

PROPERTY INFORMATION:
 ADDRESS: 205 White Harbor Rd. Tax Parcel # 0512J-03-07
Long Beach (Location of Short-Term Rental) ms 39560 030
OWNER'S INFORMATION:
 Property Owner's Name: Terry M. Massey
 Property Owner's Address: 205 White Harbor Rd, Long Beach ms
39560
 Property Owner's Mailing Address, if different from above:

Property Owner's Phone No: (517) 282-3567 City State Zip
 Email Address: lcss223@yahoo.com
 Is there a homeowner's association for the neighborhood? no If so, please provide written statement of support of short term rental?

PROPERTY MANAGER INFORMATION:
 Property Manager's Name: Chad Brown
 Property Manager's Address: (Must be a local contact)
908 Park Row, Long Beach, ms 39560
 City State Zip
 Property Manager's Phone No: (518) 337-1419 Email Address:

- PLEASE PROVIDE THE FOLLOWING:**
- Mississippi Sales Tax ID # VR80/Airbnb
 - Recorded Warranty Deed
 - Parking Rules & Plan
 - Trash Management Plan
 - Copy of Proposed Rental Agreement
 - Proof of Liability Insurance, which includes short term rental coverage

- ADDITIONAL INFORMATION:**
- Completed written statement of compliance.
 - FEES: \$250, nonrefundable application fee. \$500, yearly renewable fee. Checks should be made payable to the City of Long Beach.
 - LICENSE: A Privilege Tax License must be applied and paid for after approval.
 - INCOMPLETE APPLICATIONS will not be processed.

AFFIDAVIT
 I HEREBY CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT ALL INFORMATION CONTAINED HEREIN TRUE AND CORRECT; I ACKNOWLEDGE RECEIPT OF AND AGREE TO COMPLY WITH THE RULES & REGULATIONS OF SHORT-TERM RENTALS (Ordinance 660), ALL APPLICABLE CODES, ORDINANCES AND STATE LAWS. VIOLATION OF ANY CODES OR REGULATIONS SHALL RESULT IN THE SUSPENSION OR REVOCATION OF THE PERMIT.
Terry M. Massey Terry M. Massey 4-4-23
 PRINT NAME SIGNATURE DATE

BELOW IS FOR OFFICE USE ONLY			
Maximum Occupancy: <u>12</u>	Maximum Vehicles allowed: <u>4</u>	Number of bedrooms: <u>4</u>	Number of people home can accommodate: <u>12</u>

I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES; AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.
 Building Official Signature: [Signature] Date: 4/21/23
 Fire Inspector Signature: _____ Date: _____

COMMENTS: _____

Date Received: <u>4-4-23</u>
Agenda Date: <u>4-27-23</u>
Amount Due/Paid: <u>250.00</u>
Payment Method: <u>2113</u>

**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
Short-Term Rentals - Residential**

Property Owner:

Terry Massey
(517) 282-3567

Address:

205 White Harbor Rd.
Long Beach, MS 39560

Parking:

Only 4 cars are allowed to park in the driveway at this residence at one time. No parking on the road or in the grass is allowed.

Local Property Manager:

Chad Brown
908 Park Row Ave.
Long Beach, MS 39560
(518) 337-1419

Trash Management:

Trash and recycling must be set out by the road every Sunday night for Monday morning pickup. Containers must be brought up from the road by the end of Monday evening.

Rental Agreement:

We will be using the Airbnb rental platform ~~and an individual rental agreement, attached.~~

Vacation Rental Agreement

PARTIES. This Vacation Rental Agreement (hereinafter the "Agreement") is entered into on _____, 20____ between the following parties:

TENANT(S): _____
with a mailing address of _____
(hereinafter the "Guest"), and

LANDLORD: Terry Massey, with a mailing address of
205 White Harbor Rd., Long Beach, MS 39560 (hereinafter the "Host").

PROPERTY. The Host agrees to lease the described property below to the Guest, and the Guest agrees to rent from the Host the following property:

1. Property Address: 205 White Harbor Rd., Long Beach, MS 39560.
2. Type of Residence: House Apartment Condo Other: _____
3. Number of Bedroom(s): 4
4. Number of Bed(s): 7
5. Number of Full Bathroom(s): 3
6. Number of Half Bathroom(s): 0
7. Pool: Yes No
8. Hot Tub: Yes No
9. Other: _____

Hereinafter known as the "Property."

VACATION RENTAL TERM. The Guest shall have access to the Property under the terms of this Agreement for the following time period (hereinafter the "Rental Term"):

1. Check-In: _____ 3:00 _____, 20____ at _____: _____ AM PM
2. Check-out: _____ 11:00 _____, 20____ at _____: _____ AM PM

PAYMENT. The Guest shall pay the Host a total of \$_____.

1. Itemized Charges. The total due includes the following itemized charges:

- Rent: \$ _____
- Cleaning Fee: \$300
- Taxes: \$ _____
- Other _____: \$ _____

TOTAL: \$ _____

**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
Vacation Rental Agreement**

2. Payment Terms. The payment terms are as follows:
 Total amount of \$ _____ due by _____, 20____.
 Installments. Due on the ____ of each month in the amount of \$ _____.
3. Deposit
- **Initial Deposit Required.** The Guest shall pay the Host \$ _____ as an initial deposit of the total due upon the signing of this Agreement.
- **Initial Deposit Not Required.** The Guest is not required to provide an initial deposit upon the signing of this Agreement.
4. Payment Methods
- Debit Card
 Credit Card
 Check
 Digital Payment Service: Paypal at _____; Venmo at _____; or Zelle at _____.

SECURITY DEPOSIT. The Guest shall be obligated to pay the following security deposit upon execution of this Agreement:

- **Security Deposit:** The guest shall pay \$1000 as a security deposit. Said security deposit is due on _____, 20____. The Security Deposit shall be held to ensure the Guest's compliance with the terms and conditions of this Agreement. This Security Deposit shall not be applied towards rent. The Security Deposit shall be returned to the Guest within the State's required timeframe after the end of the Rental Term less any itemized deductions for damages, unpaid fees, excessive cleaning requirements, loss of property and any other violations of this Agreement.
- **No Security Deposit:** There is no security deposit required.

EXCESSIVE CLEANUP. If the Property qualifies for a "deep clean" due to excessive wear and tear from your Rental Term, a fee of \$500.00 ("Excessive Cleanup Fee") shall be charged at the end of the Rental Term. The Excessive Cleanup Fee may be deducted from the Security Deposit.

Vacation Rental Agreement

SMOKING POLICY. Smoking on the Property is: (check one)

- **Prohibited.**
- **Permitted** in the following limited areas: _____

OCCUPANCY LIMIT. The total number of individuals staying on the Property during the Rental Term shall be a total of 12 guests for overnight stays. An additional 4 people are allowed to visit during the day but must leave when quiet hours begin, which is 10:00pm. The rental rate is based on this maximum occupancy.

Occupancy exceeding the number of guests listed above is a breach of this Agreement and may be subject to termination by the Host with no refund of monies.

PETS. The Host: (check one)

- **Does Not Allow Pets:** No pets of any kind are allowed on the Property. If the Guest is found to have pets on the Property, this Agreement and any Security Deposit shall be forfeited. The Host also has the right to seek monies for any additional damages occurred as a result of having a pet on the property.
- Allows Pets:** The Guest may have ____ pet(s) on the Property with a maximum limit of ____ pounds per pet. There is a pet fee in the amount of \$ _____ that is non-refundable refundable unless there are damages related to the pet. The Guest is responsible for all damage that any pet causes, regardless of the ownership of said pet, and agrees to restore the Property to its original condition at their expense.

The following types of pets are allowed: _____

The Guest is required, at the signing of this Agreement, to pay the above fee and provide the host with the type, number and weight of all pets.

UTILITIES. The Host shall be responsible for all utilities and services to the Property EXCEPT for the following which shall be the responsibility of the Guest: _____

TRASH DISPOSAL. During the Rental Term guests shall dispose of their waste in the following manner: Trash and recycling must be set out by the road every Sunday night for Monday morning pickup. Containers must be brought up from the road by the end of Monday evening.

MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
Vacation Rental Agreement

Below are the collection days for trash and recycling at this property.

Trash: __Monday morning_____

Recycling: __Monday morning_____

QUIET HOURS. During the Rental Term the Guest agrees to abide by the following:

- **No Quiet Hours.** There are no quiet hours. However, the Guest must reside on the Property in a manner that respects the quiet enjoyment of any surrounding residents.

- **Quiet Hours.** Quiet hours begin at __10:00__ AM PM each night and continue until sunrise. Quiet hours consist of no loud noise and keeping all noise at a minimum level.

PARKING. The Host shall provide the following parking during your Rental Term:

- __4__ parking space(s). The parking space(s) are located: in the driveway only. Parking on the road or in the grass is prohibited.

- The Property does not have designated parking. Guests are responsible for their own parking.

LOCKBOX. Before arriving, a code will be provided to the tenants. The house must be locked when away and after checking out.

PERSON OF CONTACT. The Host:

- Does have a manager on the Property that can be contacted for any emergency, maintenance, or repairs at:
 Agent/Manager's Name: Chad Brown
 Telephone: (518) 337-1419

- Does not have an agent/manager on the Property, although the Host can be contacted for any emergency, maintenance, or repair at the contact information provided at the end of this Agreement.

SUBLETTING. The Guest shall not sublet the Property without written consent from the Host.

MOVE-IN INSPECTION. Upon Check-in, the Guest shall inspect the property and inform the Host of any obvious damages.

Vacation Rental Agreement

HOST ENTRY. The Host has the right at all reasonable times during the terms of this Agreement to enter the property if necessary for the purpose of inspection, repair or any other reasonable action. Unless an emergency, notice will be provided in accordance with applicable State law.

MAINTENANCE AND REPAIRS. The Guest shall maintain the Property in a good, clean, and ready-to-rent condition and use the Property in a careful and lawful manner and in accordance with the entirety of this Agreement. The Guest shall leave the Property in a ready to rent condition upon checking out, meaning that the Property should be immediately habitable by future guests. Should the property not meet these conditions, the Guest shall be responsible for paying for any maintenance and repairs. The Guest agrees that the Host shall deduct costs of said services from any Security Deposit prior to a refund if Guest causes any damage to the Property or any items listed on the attached inventory.

QUIET ENJOYMENT. The Guest, along with neighbors, shall enjoy each other's company in a quiet and respectful manner. The Guest is expected to behave in a respectable manner and shall be a good neighbor to any residents within the immediate area. Creating a disturbance of the area by violation of Quiet Hours, unauthorized gatherings, or any inappropriate conduct shall be grounds for immediate termination of this Agreement.

LIABILITY.

1. **Host Liability.** The Guest and any of their occupants hereby indemnify and hold harmless the Host against any and all claims of personal injury or property damage or loss arising from the use of the Property, unless the loss is a direct result of the Host's actions. The Guest expressly recognizes that any insurance held by the Host does not cover the personal property of Guest and that Guest should purchase their own insurance for their guests if such coverage is desired.

2. **Guest Liability.** The Guest is liable for their own acts and the acts of anyone listed in this Agreement in addition to any occupant or guest that they allow on the Property.

ATTORNEY'S FEES. The Guest agrees to pay all reasonable costs, attorney's fees, and expenses that result from the Host enforcing this agreement.

USE OF PROPERTY. The Guest shall use the Property for residential purposes only. The Guest is explicitly prohibited from engaging in any commercial activity on the property.

**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
Vacation Rental Agreement**

ILLEGAL ACTIVITY. The Guest shall use the Property for legal purposes only. Any illegal use, including but not limited to, illicit drug use, verbal or physical abuse of any person or illegal sexual behavior shall be cause for immediate termination of this Agreement with no refund.

POSSESSIONS. Any personal items or possessions that are left on the Property are not the responsibility of the Host. The Host shall make every reasonable effort to return the item to the Guest at the Guest's expense. If claims are not made within the State's required time period or two (2) weeks, whichever is shorter, the Host shall be able to keep or discard said items.

HAZARDOUS MATERIALS. At the Property, the Guest shall not possess any items that may be considered a fire hazard, other than items for cooking or the operation of an appliance. These items include, but are not limited to, gasoline, compressed gas, propane, kerosene, motor oil, fireworks, ammunition, or any other similar item whether in the form of a liquid, solid, or gas.

CANCELLATION. If Guest cancels their reservation within 14 days of the start of the Rental Term, any initial payments made by the Guest are forfeited.

REFUNDS. The Host shall not provide a refund due to a shortened stay and/or poor experience that resulted from unfavorable weather conditions, an Act of God, or anything outside the control of the Host.

NOTICES. All notices shall be sent by the Host or Guest using the contact information provided at the end of this Agreement.

POSSESSION & SURRENDER. Guests shall be entitled to the possession of the Property at the Check-in date and time set forth in the "Vacation Rental Term" Section of this Agreement. Upon the designated Check-out date and time set forth in the same section of this Agreement, Guest shall peaceably surrender the Property to the Host in the condition it was provided, excluding reasonable wear and tear.

JOINT AND SEVERAL. If there is more than one Guest, all Guests shall be jointly and severally liable under this Agreement.

LEAD BASED PAINT. The Property:

- Was built prior to 1978. Attached and affixed to this agreement is the following addendum: "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards." This addendum must be initialed and signed by all Parties.

- Was not built prior to 1978.

Vacation Rental Agreement

GOVERNING LAW. This Agreement shall be governed and subject to the laws of the State of Mississippi.

WAIVER. A delay or failure by the Host to enforce any section of this Agreement shall not be deemed as a waiver of any violation. In addition, acceptance of any partial payment of rent, or any other amount due, shall not be deemed a waiver of the Host's right to then entire amount set forth in this Agreement.

ADDITIONAL PROVISIONS. _____

SEVERABILITY. If any provision of this Agreement, or the application thereof, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

ENTIRE AGREEMENT. This Agreement contains all of the terms and conditions agreed to by the parties. It may only be modified or amended by written agreement, signed by all parties to this Agreement. This Agreement replaces all previous discussions and agreements, whether oral or written. The Parties agree to all terms and conditions of this Agreement and shall be bound until the termination of the Agreement.

SIGNATURES. IN WITNESS THEREOF, the Parties agree to the entirety of this Agreement, executed on the day set forth above.

HOST SIGNATURE

DATE

Host Name: Terry Massey
Host Address: 205 White Harbor Rd.
Host Phone Number: (517) 282-3567
Host Email Address: cass223@yahoo.com

GUEST SIGNATURE

DATE

Guest Name: _____
Guest Address: _____
Guest Phone Number: _____

**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
Vacation Rental Agreement**

Guest Email Address: _____

GUEST SIGNATURE

DATE

Guest Name: _____

Guest Address: _____

Guest Phone Number: _____

Guest Email Address: _____

POLICY DECLARATIONS

American Modern Property and Casualty Insurance Company

**Dwelling Special
New Business**



Premium Summary

Dwelling #1: \$4,057.00
205 WHITE HARBOR RD
LONG BEACH MS 39560-5611
Policy Coverages \$20.00
Additional Costs \$0.00

Total Policy Premium \$1,077.00

Note: a minimum earned premium of \$100.00 applies to this policy.

Policy Discounts

Paperless Discount
Claims Free Discount

Dwelling Discounts

The following discounts apply to one or more dwellings on this policy.

205 WHITE HARBOR RD, LONG BEACH MS
39560-5611

Deadbolts, Smoke Alarm and Fire Extinguisher

Policy Summary

Policy Number:
103-074-536
Policy Period:
09/29/2022 to 09/29/2023 12:01 A.M. Standard Time

Named Insured(s):
TERRY MASSEY
205 WHITE HARBOR RD
LONG BEACH MS 39560-5611

Contracted Agency:
ARDE INSURANCE GROUP INC - #017532
P.O. BOX 8575
GULFPORT MS 39507

Policy Coverages

Coverage	Limit / Description	Premium
Identity Recovery	15,000	\$20.00
Policy Level Coverages Premium		\$20.00

Dwelling #1: 205 WHITE HARBOR RD, LONG BEACH MS 39560-5611

Occupancy: Seasonal **Residence Type:** 1 Family Residence **Construction Type:** Frame **Year Built:** 2022 **Protection Class Code:** 5 **Territory:** 1

Additional Interests

Description of Interest: Lienholder **Name:** GULF SOUTH MORTGAGE LLC ISAOA/ATIMA **Address:** 12292 ASHLEY DR, GULFPORT MS 39503-2759
Loan/Contract Number: 1022071402

Coverage Detail

Coverage	Limit / Description	Premium
Dwelling		\$3057.00
Limit	400,000	
Loss Settlement	Replacement Cost	
All Other Peril Deductible	2,500	
Wind and Hail Deductible	5,000	
Other Structures	40,000	Included
Loss Settlement	Replacement Cost	
Personal Property	100,000	\$832.00

**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Dwelling Special Policy Declaration

American Modern Property and Casualty Insurance Company
Policy Period: 09/29/2022 - 09/29/2023
Policy Number: 103-074-536

Policy Type: Dwelling Special



Loss Settlement	Actual Cash Value	
Additional Living Expense/Fair Rental Value	40,000	Included
Water Damage	40,000	Included
Mold and Remediation - Property	5,000	Included
Water Backup and Sump Overflow	5,000	\$50.00
Deductible	250	
Premises Liability	500,000	\$118.00
Medical Payments	500 Per person/25,000 Per occurrence	Included
Property Manager Premises Liability Extension		Included
Vandalism or Malicious Mischief		Included
Deductible	500	
Fire Department Service Charge	500	Included
Mold Exclusion - Premises Liability		Included
Important Information		
This dwelling does not have coverage for the peril of flood.		
This dwelling does not have coverage for the peril of earthquake.		
Occasional Rental applies to this dwelling (dwelling is occasionally rented to others).		
	Premium	\$4,057.00

Your Policy Documents

Your policy consists of this Policy Declaration and the documents in the following list. Please keep these together **Policy Level Forms (Forms that apply to all Dwellings)**

- IL-CW-G-0001(01-15) - Signature Endorsement
- DS-MS-A-0001(03-19) - Special Provisions - Mississippi
- DW-CW-G-0001(C1-15) - Condemnation Endorsement
- DS-CW-F-0001(03-18) - Dwelling Property - Special Form
- IL-CW-G-0010(07-17) - Additional Policy Protection
- DW-CW-X-0004(C5-7) - Criminal Acts Exclusion
- IP-CW-C-0002(01-15) - Identity Recovery Coverage Case Management Service and Costs Coverage
- Forms that apply to Dwelling #1: 205 WHITE HARBOR RD, LONG BEACH MS 39560-6611**
- DS-CW-C-0002(01-16) - Permitted Vacancy or Seasonal Usage Clause
- DY-CW-X-0002(01-15) - Premises Liability Fungi, Wet or Dry Rot, or Bacteria Exclusion
- DY-CW-C-0001(01-16) - Premises Liability Endorsement
- DS-CW-G-0001(01-15) - Construction Cost Index
- IP-CW-C-0004(01-15) - Reinstatement of Limit
- DS-CW-C-0007(03-16) - Water Backup And Sump Overflow
- DW-CW-X-0005(01-17) - Roof Surfacing Cosmetic Damage Exclusion - Windstorm or Hail
- DY-CW-X-0003(01-15) - Premises Liability Swimming Pool Slide and Diving Board Exclusion

DW-CW-D-0001 (01-15)

Page 2 of 3

Dwelling Special Policy Declaration

American Modern Property and Casualty Insurance Company
Policy Period: 09/29/2022 - 09/29/2023
Policy Number: 103-074-536

Policy Type: Dwelling Special



- DS-CW-C-0003(06-17) - Water Damage Coverage
- DY-CW-X-0001(01-16) - Premises Liability Lead Paint Liability Exclusion
- DY-CW-C-0005(01-16) - Property Manager - Premises Liability
- DS-CW-C-0010(01-15) - Additional Living Expense or Fair Rental Value

Policy Maintenance Information

Manage your policy online 24/7 with Online Services. Go to www.amig.com to sign up now. Or, download the Online Services mobile app for convenient on-the-go access.

**PLEASE REVIEW THE INFORMATION CONTAINED IN THIS POLICY.
IF ANY INFORMATION IS INCORRECT, PLEASE CONTACT:**

ARDE INSURANCE GROUP INC
(226) 897-2404

Report a Claim: 1-800-375-2075

American Modern Insurance Group

Mailing address:
PO Box 5323
Cincinnati, OH 45201-5323

Main Administrative Office
7000 Midland Blvd.
Amelia, OH 45102-2607

CC Willard

DW-CW-D-0001 (01-15)

Page 3 of 3

**MINUTES OF APRIL 27, 2023
REGULAR MEETING**

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Tina Dahl

From: Donald Frazer <donald@ardeinsurancegroup.com>
Sent: Wednesday, April 26, 2023 10:03 AM
To: Tina Dahl
Subject: Third at Town Green and Massey

Tina,

Please except this email as confirmation that both policies for Third at town green and Terry M Massey's policies include coverage for short term rental. Please call me with any questions.

Sincerely

Donald Frazer
Arde insurance Group

Sent from my iPhone

After considerable discussion, Commissioner Walters made motion, seconded by Commissioner Levens and unanimously carried recommending to table the application to the next regular scheduled meeting due to the applicant being absent.

It came for discussion under New Business, a Short-Term Rental application for the property located at 201 McCaughan Avenue, Tax Parcel 0611P-04-017.000, submitted by Those Flippin' Gingers, LLC by Megan Poppenhouse and Emily Walker (owners) and Shawn McHale (property manager), as follows:

MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CITY OF LONG BEACH, MISSISSIPPI APPLICATION FOR SHORT-TERM RENTAL							
<u>PHYSICAL ADDRESS:</u> 201 JEFF DAVIS AVENUE LONG BEACH, MS 39560	PHONE: (228) 863-1554 FAX: (228) 863-1558	<u>MAILING ADDRESS:</u> POST OFFICE BOX 929 LONG BEACH, MS 39560					
PROPERTY INFORMATION: ADDRESS: 201 Mccaughan Ave Long Beach, MS Tax Parcel # 0611P-04-017 <small>(Location of Short-Term Rental)</small>							
OWNER'S INFORMATION: Property Owner's Name: Those Flippin' Gingers LLC Owned by Megan Poppenhouse and Emily Walker Property Owner's Address: 4105 N Cimarron Rd Las Vegas, NV 89129 Property Owner's Mailing Address, if different from above: <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Property Owner's Phone No: 702-528-1507 City State Zip </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Email Address: thoseflippingingers@gmail.com </div>							
Is there a homeowner's association for the neighborhood? <u>No</u> If so, please provide written statement of support of short term rental?							
PROPERTY MANAGER INFORMATION: Property Manager's Name: Shawn McHale Property Manager's Address: (Must be a local contact) 1005 Enclave Circle Long Beach, MS 39560 <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Property Manager's Phone No: 417-280-0570 City State Zip </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Email Address: smchale8110@gmail.com </div>							
PLEASE PROVIDE THE FOLLOWING:							
<ul style="list-style-type: none"> • Mississippi Sales Tax ID # <u>Airbnb/Vrbo</u> • Recorded Warranty Deed <input checked="" type="checkbox"/> • Parking Rules & Plan <input checked="" type="checkbox"/> • Trash Management Plan <input checked="" type="checkbox"/> • Copy of Proposed Rental Agreement • Proof of Liability Insurance, which includes short term rental coverage 							
ADDITIONAL INFORMATION:							
<ul style="list-style-type: none"> • Completed written statement of compliance • FEES: \$250, nonrefundable application fee, \$500, yearly renewable fee. Checks should be made payable to the City of Long Beach. • LICENSE: A Privilege Tax License must be applied and paid for after approval. • INCOMPLETE APPLICATIONS will not be processed. 							
AFFIDAVIT							
I HEREBY CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT ALL INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. I ACKNOWLEDGE RECEIPT OF AND AGREE TO COMPLY WITH THE RULES & REGULATIONS OF SHORT TERM RENTALS (Ordinance 660), ALL APPLICABLE CODES, ORDINANCES AND STATE LAWS. VIOLATION OF ANY CODES OR REGULATIONS SHALL RESULT IN THE SUSPENSION OR REVOCATION OF THE PERMIT.							
PRINT NAME: <u>Emily Walker</u> <u>Megan Poppenhouse</u>	SIGNATURE:	DATE: <u>4/10/23</u>					
BELOW IS FOR OFFICE USE ONLY							
Maximum Occupancy: <u>9</u>	Maximum Vehicles allowed: <u>4</u>	Number of bedrooms: <u>4</u>	Number of people home can accommodate: <u>9</u>				
I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES, AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.							
Building Official Signature:		Date: <u>4/26/23</u>					
Fire Inspector Signature: _____		Date: _____					
COMMENTS: _____							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Date Received: <u>4-11-23</u></td> <td style="width: 25%;">Agenda Date: <u>4-27-23</u></td> <td style="width: 25%;">Amount Due/Paid: <u>250.00</u></td> <td style="width: 25%;">Payment Method: <u>1051</u></td> </tr> </table>				Date Received: <u>4-11-23</u>	Agenda Date: <u>4-27-23</u>	Amount Due/Paid: <u>250.00</u>	Payment Method: <u>1051</u>
Date Received: <u>4-11-23</u>	Agenda Date: <u>4-27-23</u>	Amount Due/Paid: <u>250.00</u>	Payment Method: <u>1051</u>				

MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



Those Flippin' Gingers LLC, Owned by
Megan Poppenhouse and Emily Walker, owner of the property located at
201 McCaughan Ave, Tax Parcel 0611P-04-017

affirm that I am in compliance with building codes, deed restrictions
and/or covenants, and have paid all applicable taxes, fees and other
charges. I acknowledge that a violation of the ordinances of the City of
Long Beach shall result in the suspension or revocation of the permit.

[Signature]
signature

4/10/23
date

Prepared by:
David B. Pilger
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantor:
Team Raul, LLC,
a MS Limited Liability Company
6609 Sundown Ave.,
Biloxi, MS 39507
(562) 445-1483

Return To:
David B. Pilger
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantees:
Those Flippin' Gingers, LLC
a NV Limited Liability Company
4195 N Cimarron Rd.,
Las Vegas, NV 89129
(541) 537-1427

File No. Q235119N

INDEXING INSTRUCTIONS: Lots 77-80, Blk 1, Davis Add. to the City of Long Beach, 1st J.D,
Harrison County, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS (\$10.00),
cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is
hereby acknowledged, Team Raul, LLC, a MS Limited Liability Company, does hereby sell, convey and
warrant unto Those Flippin' Gingers, LLC, a NV Limited Liability Company, all of that certain tract,
piece or parcel of land situated in Harrison County, Mississippi, together with all improvements, buildings,
fixtures, and appurtenances thereto belonging, and being more particularly described as follows, to-wit:

Lots 77-80, Block 1, Davis Addition to the City of Long Beach, a subdivision,
according to a map or plat thereof which is on file of record in the office of the
Chancery Clerk of Harrison, First Judicial District County, MS, in Plat Book 3, at Page
73, reference to which is hereby made in aid of and as a part of this description.

This being the same property as that conveyed to Team Raul, LLC, by instrument recorded in
Instrument No. 2022-23242-D-J1, Land Deed Records of Harrison County, Mississippi.

If this property is bounded by water, this conveyance includes any natural accretion, and is subject
to any erosion due to the action of the elements. Such riparian and littoral rights as exist are conveyed
herewith, but without warranty as to their nature or extent. If any portion of the property is below the mean
high tide watermark or is coastal wetlands as defined in the Mississippi Coastal Wetlands Protection Act it
is conveyed by quitclaim only.

Grantor(s) disclaims any and all oil, gas, and other minerals owned, if any, to Grantee(s) if no mineral
search was requested or performed by preparer.

This conveyance is subject to any and all covenants, rights of way, easements, restrictions and
reservations of record in the office of the Chancery Clerk in the First Judicial District of Harrison County,
Mississippi.

It is agreed and understood that the taxes for the current year have been prorated as of this date on
an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect,
the Parties hereto agree to make all necessary adjustments on the basis of an actual proration.

WITNESS MY SIGNATURE, on this the 31st day of March, 2023.

Team Raul, LLC
A MS Limited Liability Company

By: Raul A. Romero, Managing Member

CORPORATE ACKNOWLEDGMENT

STATE OF MS
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction
aforesaid, the within named Raul A. Romero, the duly appointed Sole and Managing Member of Team
Raul, LLC, a MS LLC, who acknowledged before me that he signed, executed and delivered the above
and foregoing instrument on the day and year hereof for the use and purposes therein mentioned, for and
on behalf of the aforesaid entity, after first having been duly authorized so to do.

GIVEN UNDER HIS HAND AND OFFICIAL SEAL, on this the 31st day of March, 2023.



[Signature]
NOTARY PUBLIC

My commission expires on 12/31/2024

MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

VACATION RENTAL LEASE

BY: Those Flippin' Gingers LLC at 201 McCaughan Ave Long Beach, MS 39560 Hereinafter called HOST

AND: [GUEST NAME] Hereinafter called GUEST

Primary Residence Address: [ADDRESS] (street address, city, state, zip) Full address required for the contract to be valid

Cell Number: [short text]

Email Address: [short text]

I opt in to receive emails to my email address [YES/NO] (or add a checkbox)

PARTY OF [#] { [#] Adults / [#] Kids / [#] Pets

Witnesses that the HOST leased to the GUEST the premises located at:
 201 McCaughan Ave Long Beach, MS 39560

This lease shall begin at [TIME] on [DATE] for [] nights and end on [DATE] at [TIME] and for such term the GUEST agrees to pay rent according to the online booking platform which includes all utilities & cleaning.

THE PARTIES HERETO, IN CONSIDERATION OF THESE PRESENTS, AGREE THAT:

1. **MAXIMUM OCCUPANCY:** GUEST must accurately disclose how many adults and children will occupy said leased premises in your booking through the online platform. That determines the maximum occupancy at all times and applies to day visitors and children as well. Unless otherwise approved by your HOST, occupancy over the indicated capacity may result in eviction and forfeiture of amounts paid.
2. **NO SMOKING or Vaping or illegal drugs of any kind** will take place in the premises. Violation of this will result in a \$500 charge.
3. **NO ANIMALS** of any description will be kept in or on premises without prior approval by HOST. * **Pet Addendum is required with this contract for approval of pets, emotional support or service animals.**
4. **DAMAGE DEPOSIT & INSURANCE- AIRBNB/ VRBO** -No deposit is charged upfront, however in the case of damage, the GUEST is liable for any damages or items missing according to the terms below. Any liability, damage, cleaning fee, or expense claimed (if any) shall not be limited to the amount of the security deposit claimed on the booking platform, and the amount owed is determined by the HOST, not the booking platform. For details: <https://www.airbnb.com/guarantee>. The "Security Deposit" is to protect against damages or additional cleaning charges. There will be no deductions in the case that there is no:
 - A) damage to property, it's contents or furnishings.
 - B) dirt or other mess requiring excessive cleaning, or
 - C) There is no negligent damage due to inclement weather. It is the GUEST'S responsibility to secure items on premises in the case of inclement weather or outside conditions.
 - D) any other costs incurred by your Host as a result of your stay. Any damage to the Vacation Rental or its contents must be reported before check-out.

E) GUEST is not evicted by the owner (or representative of the owner) or local law enforcement,
 F) No linens are lost, stained, or damaged.
 G) The unit is left locked and secured
 H) There is no evidence of smoking or drugs anywhere near or on the premises. If there is any odor of smoke anywhere in or around the premises, there will be an automatic minimum \$250 charge. GUEST is liable for the full cost to remove any odor from the home. Due to the nature of not being able to prove a smell, no evidence will be required beyond providing evidence of the cleaner's communication informing the HOST of the smell.

To ensure that the proper party is held responsible GUEST must inform management **within 24 hours of arrival** of any pre-existing damage or issues or may be held responsible for any cost involved in repair to be taken from the security deposit.
 Damage not covered by, or exceeding the coverage limit of, the accidental rental damage insurance, Security Deposit, or booking platform coverage, is your full responsibility. You grant your HOST the right to be reimbursed via the booking platform for any such damages, including, but not limited to, additional cleaning fees. If the booking platform refuses reimbursement, HOST has the legal right to pursue reimbursement by reasonable means including small claims court or police report. HOST does not make a habit of filing claims or requiring reimbursement for small expenses under \$50.
5. **CLEANLINESS-** You are expected to treat the Vacation Rental with respect, keeping in mind that this is an individual's home, not a hotel room. Even in cases where a cleaning fee is charged, you are expected to leave the Vacation Rental in a clean, neat, and orderly condition to allow our cleaners to provide a thorough clean in the very short window between guests.
Management must be notified within 24 hours of arrival if unhappy with conditions upon arrival.
6. **NOISE & QUIET HOURS:** Quiet hours are between 10 pm and 8 am. At all times GUEST must keep noise levels to a minimum so as to not disturb the peace and quiet of surrounding neighbors.
7. **PARKING-** Maximum number of cars GUEST's party may bring is 4. Parking is designated for the driveway only.
8. **LINENS & SUPPLIES:** For details on what is supplied, please refer to the listing at the time of booking. Please do not refer to reviews for this information, as it may not be current or accurate.
 - a. GUEST is responsible for not staining or damaging bedding or linens provided. We understand accidents happen, but if any item is damaged, GUEST is financially responsible for a replacement of the damaged item. Please note, that the sheets we use only come in sets and to replace a single sheet, a set will be purchased.
9. **REPORTING OF TRAVEL ISSUES:** Some booking platforms allow up to 72 hours to report issues while at the premises or with the HOST. GUEST agrees to report any issues of dissatisfaction to HOST immediately upon finding said issue but no later than 24 hours after finding it. GUEST will cooperate with HOST and allow for a reasonable solution before making any reports to the booking platform of dissatisfaction. NOTE: Photos are taken of the premises after each cleaning and prior to the

MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

GUEST check-in. These date and time-stamped images will be used against claims brought by GUEST.

10. REHOUSING – HOST will not be held financially responsible to rehouse GUEST if unsatisfied or if GUEST chooses to vacate early. GUEST will seek assistance from the booking platform.
11. CANCELLATION: If the GUEST cancels the reservation more than 48 hours after the initial booking, the initial deposit minus a \$50 administrative charge will be refunded ONLY if premises are re-rented by HOST for the same period at the same rental amount. If re-rented for a lesser amount, the difference between this lease rent and the lesser re-rent shall not be refunded.
We highly recommend you purchase travel insurance to cover any losses or contact Airbnb with any issues.
12. GUEST may not lease or sub-lease, nor permit any other persons to occupy premises, except with prior approval of the HOST.
13. SECURITY CAMERAS / TECHNOLOGY: Exterior cameras, video doorbells, keypads, smart home technology, etc. are installed for the safety and protection of the property and it's guests and may not be tampered with or disabled. GUEST will be immediately evicted with no return of funds paid upon violation of this policy. A ring doorbell camera is located at the front exterior of the house.
14. GUEST must keep property locked & secure when not there. Lockbox or keypad code is not to be shared outside of the GUEST'S party.
15. GUEST agrees to allow the HOST or his/her AGENT to enter and view said premises with proper notification and a light cleaning (no laundry) is required biweekly during extended vacation stays.
16. INTERNET USAGE and LIABILITIES Any illegal or abusive Internet usage is not allowed. In particular, it is not allowed:
 - a. To send information and data of a commercial nature and/or for marketing purposes to third parties without requesting to do so (spamming)
 - b. to use peer-to-peer networks if uploading or downloading of copyright-protected intellectual property with or without the knowledge of the owner is intended;
 - c. to spread and distribute illegal or immoral content and data; and/or
 - c. to use applications that could destroy or change the physical or logical structure of the Host equipment or network.

In case of non-compliance with the above obligations, or in case of any other illegal activity, the GUEST shall be liable for damages. The GUEST indemnifies and holds harmless the HOST from any third-party claims on first demand and in case the HOST settles any damages itself for avoiding further damages to compensate the HOST for all damages incurred. (including costs of legal advice and defense).

The HOST does not guarantee Wi-Fi speed or that their Wi-Fi will be compatible with all of GUEST'S devices or software (including but not inclusive of VPN networks), is not responsible for any damages renters sustain while using Internet access with their own Internet devices and will not offer any refunds as a result. HOST is not responsible for any internet outages that are outside of the control of the HOST and will not offer any refunds for such. The renters must have their own spyware/virus protection or data security, etc.
17. FALSIFIED RESERVATIONS: If your booking was made under false pretense, including, but not limited to, a falsified name, age, or size of party, you will be subject to immediate eviction and forfeiture of all amounts paid. There is an exterior camera that may be used at the HOST'S discretion to verify the size of your group.
18. WRITTEN EXCEPTIONS: any exceptions to the above mentioned policies must be approved in writing in advance.
19. INCLEMENT WEATHER, UNINHABITABLE or ACT OF GOD POLICY: Should the premises be destroyed by fire or another casualty, extreme weather, pandemic or act of God to become unfit for human habitation or to prevent travel to the property then these presents shall hereby be ended with NO refund to the GUEST for any rent term unused. **We highly recommend you purchase travel insurance to cover any losses in this case or immediately notify Airbnb who will assist you under their guest guarantee.**
20. INTENT OF THIS LEASE: The rental of these premises is for vacation or recreational purposes only and the GUEST understands this unit is **not available** for long-term, primary or permanent residency. The GUEST certifies that they reside at the address provided on this agreement as their primary place of residence. Even in the case of a reservation of 30 days or more, this lease falls under lodging law, and the GUEST maintains a primary residency at the address provided and is not protected by Mississippi state residency or tenant law.
21. EVENTS POLICY: The premises may not be used for parties, receptions, weddings, or any type of function which would cause abnormal wear and tear or mess, or exceed the maximum number of occupants specified in this lease without written permission. **Evidence of these activities will result in a \$500 fine and/or loss of security deposit.
22. SIGHT UNSEEN - The HOST has presented the home in online advertisements in a way to present the home and it's amenities in as accurate a way as possible. The GUEST agrees they are renting said property sight unseen, and that they do so at their own risk. Because of the nature of a vacation rental with other guests using the home, and despite every effort to maintain the home, the HOST cannot guarantee that the photos are 100% accurate to how the cleaners will present it or that there won't be signs of wear and tear. It is the GUEST'S responsibility to read the complete advertisement and policies for this home.
23. BOOKING PLATFORM POLICY: In the case that the booking is through one of these websites, all exchanges of funds will be made through these websites according to their terms unless agreed to by both parties. They are a payment exchange service only, and not a booking agent. **All other terms and conditions in this contract supersede and take precedence over any booking platform's terms or conditions.**

**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

- 24. GUEST will follow instructions provided in the provided welcome book which includes Info & Instruction/house rules.
- 25. COMMERCIAL FILMING / PHOTOGRAPHY: No filming or photography is permitted for the purposes of commercial distribution or profit. This agreement is for recreational purposes only. Photos shared on social media must include a tag or credit of the rental property or owner.

Tiktok.com/@thoseflippingingers
Instagram.com/@those_flippin_gingers

- 26. PINATAS / CONFETTI / FIREWORKS POLICY: No confetti or pinatas are allowed anywhere on the premises or grounds. No fireworks of any kind, even safe and sane, may be brought or used in or on the premises.
- 27. MINIMUM RENTAL AGE for the primary guest is 24 years of age at the time of reservation. This will be verified with **a state or government-issued photo ID submitted within 24 hours of booking.** The party who is on **the contract must occupy the subject property** for the full duration of **the rental lease.** Any exceptions to this must be in writing by the HOST. In the case that this contract is executed, and evidence later shows the minimum age requirement was not met, then the reservation will be considered canceled by the GUEST and the cancellation policy will be in effect.
- 28. INDEMNIFICATION & HOLD HARMLESS: The GUEST agrees to indemnify, defend and hold the HOST OR RENTAL MANAGER of the property harmless for any liabilities, damage, cost or expense **whatsoever arising from or related to any claim in connection with your use and/or occupancy of the Vacation Rental, including, but not limited to, any claim or liability for personal injury, damage, loss of personal belongings or theft of property which is made, incurred or sustained by you and/or anyone you invite to use the Vacation Rental as your guest.** GUEST agrees to hold HOST harmless of any injuries or claims caused by or contributed to by accidents, allergic reactions, illnesses, or any other casualties or health problems, including viruses, which may arise during the tenancy or as a result of said occupancy. Safety precautions undertaken by HOST are not foolproof, and GUEST shall hold HOST harmless from all claims to persons or property arising out of the use and occupancy of the premises.
- 29. LEGAL ACTION: If any legal action or proceeding is brought by either party to this agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees, court filing fees, or any other expenses incurred in such proceeding in addition to other damages awarded. Due to the fees that can be charged by attorneys, it is agreed by the parties that both sides will waive their right to a jury trial and will first attempt mediation or arbitration if the claim exceeds small claims court limits.
- 30. COVID POLICY: In the case of an active outbreak in the local area, we ask that you and all members of your group make every effort to avoid exposure to Covid prior to arrival and during your stay with a recommendation to be tested for Covid within 3 days prior to arrival.
 - a. If anyone in your group becomes sick with any contagious illness during your stay, that guest must depart from the property right away and please notify the HOST so they can take extra precautions to protect their team and the incoming guests.
 - b. All members of your group will follow the local CDC guidelines at the time of stay.
 - c. GUEST understands the risks involved in renting a short-term rental during a pandemic. Even with the best efforts to follow guidelines by my HOST, there is a margin of human error, and GUEST is ultimately responsible to protect themselves and their guests.
 - d. In the case that anyone gets sick during or after staying at the property, GUEST will hold the HOST and all agents and team members harmless from any damages resulting in said illness.

I agree that all rental monies are subject to the cancellation policy above. I have read my rights to purchase travel insurance. By signing below, I agree to all terms and conditions of this agreement.

HOST: _____

Those Flippin' Gingers LLC
 Megan Poppenhouse & Emily Walker

DATE _____

GUEST _____

DATE _____

Pet Addendum to Vacation Lease

GUEST desires to keep a certain dog/s described below on the Property and the Vacation Lease Agreement specifically prohibits allowing animals on the Property.

DEFINITIONS: The term "Pet" is used to describe any animal accompanying the GUEST including service and emotional support animals. The Lease Agreement is hereby amended by this Pet Addendum to grant such permission to the GUEST. In exchange for this permission, the GUEST agrees as follows:

- To accurately disclose the total number of animals the GUEST's party will bring prior to arrival,
- To pay additional pet rent in the amount of **\$50** [service pets excluded]

MINUTES OF APRIL 27, 2023
REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

3. To keep the pet/s from causing any annoyance or discomfort to others and to immediately remedy any complaints concerning the pet/s.
4. To keep the pet/s from damaging any property belonging to the HOST or others.
5. To keep the pet/s off of and/or cover furniture and beds. Floors must be protected from scratches from dog crates. Coverings must be provided by the GUEST. Any pet/s hair found on linens or furniture will result in an extra cleaning fee.
6. To leave no evidence of the pet/s upon departure.
7. To keep the pet/s under control at all times and abide by Long Beach, Mississippi leash laws.
8. Not to leave the pet/s unattended for more than 6 hours.
9. To hold the HOST harmless from all liability, harm, or damages, arising from the GUEST's keeping of the pet/s on the premises, including but not limited to any liability resulting from the HOST turning said pet/s over to local pet policing authorities should the pet/s be found unsupervised for more than 6 hours at a time or causing damage or noise disturbance.
10. To dispose of the pet/s droppings quickly in a sealed bag and place them in the outside trash bin. No droppings will be left on the ground or brought in to the property. If pet droppings are not managed appropriately the GUEST will be subject to a \$100 fee.
11. To ensure that pet/s will wear the appropriate animal license, a valid rabies tag, and a tag bearing the owner's name and phone number. All licenses and tags must be current.
12. To provide the HOST with the following information 30 days prior to arrival: that all vaccinations are current, and certify that the pet/s is free from fleas, ticks, or other infestations.
13. The GUEST certifies that the pet/s does not display a tendency to be aggressive or harmful and is fully responsible for any such behavior in the case that it occurs on the premises or anywhere during the GUEST'S scheduled booking.
14. GUEST agrees to control flea infestation and will exterminate if necessary, and upon demand, in all areas affected with the full cost to be paid by GUEST.
15. GUEST agrees that HOST will not be responsible for the injury, harm, or death of the animal, and agrees to hold HOST harmless for any injury, damages or losses suffered as a result of any harm caused on the animal or by the animal upon another person, guest or employee. GUEST shall be responsible for the entire amount of all damages and/or losses caused by the pet/s as well as the entire amount of any injury to individuals or property.

The permission granted in this Pet Addendum shall be limited to a certain dog/s:

Name: _____ Breed: _____

Name: _____ Breed: _____

Name: _____ Breed: _____

I ACCEPT FINANCIAL RESPONSIBILITY FOR THE ENTIRE AMOUNT OF ANY DAMAGES OR INJURY TO PERSONS OR PROPERTY THAT MAY OCCUR BECAUSE OF MY PET.

GUEST _____

DATE _____

MINUTES OF APRIL 27, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Quotation Questionnaire

What is the effective start date (month and year) of your coverage? 03/24/2023
 Have you had any claims in the past? NO

Property and Liability Questionnaire

Occupancy Status Occupied
 Cause Of Loss Special
 What percentage (%) of tenants subsidized? 0
 Would you like to add the tenant protector plan to this location? YES
 Select desired TPP limit of liability \$200K
 Would you like to add coverage for Earth Movement (Earthquake and Sinkhole)? NO
 Would you like to add Flood coverage? NO
 Would you like to add Ordinance or Law coverage? NO
 Would you like to add Terrorism & Political Violence? YES
 Would you like to add Equipment Breakdown coverage? NO
 Would you like to add PMEC coverage? NO
 Would you like to add Service Line coverage? NO
 Are any commercial operations occurring on the premises? NO
 Is this location professionally managed? NO
 Does the property owner self-manage this property? YES
 Does any commercial cooking occur on the premises? NO
 Is there a pool, hot tub, and/or spa at this location? NO
 Is the porch or walkway sagging? NO
 Are functioning smoke detectors installed? YES
 Are there any structural issues? NO
~~Is this location used as a vacation or seasonal rental?~~ ~~YES~~
 Does the property have (either) Knob And Tube or Aluminum wiring? None
 Does the location contain a wood burning stove? NO
 Is this lender placed coverage or a non performing note? NO
 Are there any detached structures on the property? NO
 Select your included limit of liability INCLM
 Is the location leased to students? NO
 Is Renters Insurance required? NO
 Are there any existing city/state housing code violations associated with this property? NO
 Are there any local/state/local law code or statute violations associated with this property? NO
 Are locks changed or replaced upon a tenant leaving? YES
 Are there any existing damage or maintenance issues at this property? NO
 Does the location have a wood shake roof? NO
 When required, are the heating, electrical and plumbing systems serviced by a qualified trade professional? YES
 Does the property have Exterior Insulating Finishing Systems (EIFS) on supporting structures? NO
 Is Premises kept in a well maintained status? YES
 Is the property on stilts? (not including crawlspaces) NO
 Is location greater than 2 stories? NO
 Does the lender require Lenders Loss Payee? NO

Proposal Issued
03/05/2023



Named Insured
 THOSE FLIPPIN GINGERS LLC
 4105 North Cimarron Road
 Las Vegas, NV 89125

Property Information

Loc No: 0001 - 201 McCaughan Avenue Long Beach, MS 39560	Property Type	Single Family
Sq. Ft. 1,757	Unit Count	1
	Occupancy	Occupied
	Pool/Hot Tub	NO
	Force-Placed	NO

Coverages

Property Coverages - NRE8110522	
NRE8110522 - United National Insurance Company	
Form*	Special
Dwelling Limit	\$215,000
Coverage Type	RCV
Co-Insurance	NIL
Named Windstorm**	Included
Other Structures	Excluded
Loss Rents	\$2R,000
Contents Coverage	\$10,000
Ordinance or Law	
Coverage A - Loss to undamaged portion of building	Excluded
Coverage B - Demolition Costs	Excluded
Coverage C - Increase in cost of construction	Excluded
Flood Coverage - E837668	Excluded
Earth Movement Coverage	Excluded
Tenant Protector Plan - Limit of Liability - 4-549-1-0000	\$60,000
Tenant Protector Plan - Tenant Contents- 4-540-1-0000	\$10,000
4-549-1-0000 - Lloyd's of London	
Terrorism/Political Violence Coverage - VA412200003	\$215,000
VA412200003 - Lloyds of London	
Premises Liability Coverage - GT752200001	\$1,000,000/\$2,000,000
GT752200001 - Third Coast Insurance Company	
Medical Payments	\$2,500
Personal and Advertising Injury	Excluded
Product and Completed Operations	Excluded
Canine Liability Limit	\$25,000
Equipment Breakdown Coverage	Excluded
Service Line Coverage	Excluded
Property Management E&O	Excluded

**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Property Information

Loc No. 0001 - 201 McCaughan Avenue
Long Beach, MS 39560

Deductibles

All Peril	\$2,500
Theft/VMI (\$30,000 Limit - Not to exceed dwelling limit)	\$2,500
Wind/Hail	3% of the total insured value, subject to the AOP as a min.
Named Windstorm	3% of the total insured value, subject to the AOP as a min.
Flood	Excluded
Earth Movement	Excluded
Tenant Protector Plan - Contents (For the Tenant)	\$500
Tenant Protector Plan - Liability	\$500
Premises Liability	\$0
Equipment Breakdown	Excluded
Service Line	Excluded
Property Manager E&O	Excluded

Cost Summary

Monthly

Monthly Cost	\$263.77
Program Administration Fee	\$44.67
Surplus Lines Tax	\$2.48
Total Monthly Cost	\$250.92
Account Set-up Fee (one-time charge)	\$50.00
Monthly Installment Fee	\$7.00

Annual

Annual Cost	\$2,445.24
Program Administration Fee	\$536.04
Surplus Lines Tax	\$29.76
Total Annual Cost	\$3,011.04
Account Set-up Fee (one-time charge)	\$50.00

After considerable discussion, Commissioner Walters made motion, seconded by Commissioner Glenn and unanimously carried recommending to approve the application as submitted contingent upon the applicant providing a recorded warranty deed.

It came for discussion under New Business, a Short-Term Rental application for the property located at 127 West Avenue, Tax Parcel 0612E-02-008.001, submitted by David and Cindy Gomila (property owners and property managers), as follows:

**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**CITY OF LONG BEACH, MISSISSIPPI
APPLICATION FOR SHORT-TERM RENTAL**

PHYSICAL ADDRESS: 201 JEFF DAVIS AVENUE LONG BEACH, MS 39560	PHONE: (228) 863-1554 FAX: (228) 863-1558	MAILING ADDRESS: POST OFFICE BOX 929 LONG BEACH, MS 39560
---	--	--

PROPERTY INFORMATION:

ADDRESS: 127 West Ave Long Beach, Ms. 39560 Tax Parcel # 0612E-02-008001
(Location of Short-Term Rental)

OWNER'S INFORMATION:

Property Owner's Name: David + Cindy Gomila

Property Owner's Address: 113 Runnels Ave Long Beach, Ms 39560

Property Owner's Mailing Address, if different from above:

Property Owner's Phone No: David 504319-6387 City _____ State _____ Zip _____
Cindy 985774-1699 Email Address: Monawkdax@aol.com

Is there a homeowner's association for the neighborhood? If so, please provide written statement of support of short term rental?

PROPERTY MANAGER INFORMATION:

Property Manager's Name: Same as above

Property Manager's Address: (Must be a local contact)

Property Manager's Phone No.: _____ City _____ State _____ Zip _____
Email Address: _____

PLEASE PROVIDE THE FOLLOWING:

- Mississippi Sales Tax ID # Airhub
- Recorded Warranty Deed
- Parking Rules & Plan
- Trash Management Plan
- Copy of Proposed Rental Agreement
- Proof of Liability Insurance, which includes short term rental coverage

ADDITIONAL INFORMATION:

- Completed written statement of compliance.
- FEES: \$250, nonrefundable application fee. \$500, yearly renewable fee. Checks should be made payable to the City of Long Beach.
- LICENSE: A Privilege Tax License must be applied and paid for after approval.
- INCOMPLETE APPLICATIONS will not be processed.

AFFIDAVIT

I HEREBY CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT ALL INFORMATION CONTAINED HEREIN TRUE AND CORRECT; I ACKNOWLEDGE RECEIPT OF AND AGREE TO COMPLY WITH THE RULES & REGULATIONS OF SHORT-TERM RENTALS (Ordinance 660), ALL APPLICABLE CODES, ORDINANCES AND STATE LAWS. VIOLATION OF ANY CODES OR REGULATIONS SHALL RESULT IN THE SUSPENSION OR REVOCATION OF THE PERMIT.

PRINT NAME: Cindy Gomila SIGNATURE: Cindy Gomila DATE: 4/19/23

BELOW IS FOR OFFICE USE ONLY

Maximum Occupancy: <u>6</u>	Maximum Vehicles allowed: <u>3</u>	Number of bedrooms: <u>3</u>	Number of people home can accommodate: <u>6</u>
-----------------------------	------------------------------------	------------------------------	---

I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES; AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.

Building Official Signature: [Signature] Date: 4/21/23

Fire Inspector Signature: _____ Date: _____

COMMENTS: _____

Date Received: <u>4-19-23</u>
Agenda Date: <u>4-27-23</u>
Amount Due/Paid: <u>250.00</u>
Payment Method: <u>1074</u>

MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



I, Cindy Gomila, owner of the property located at
127 West Avenue Long Beach, MS 39460 Tax Parcel
affirm that I am in compliance with building codes, deed restrictions
and/or covenants, and have paid all applicable taxes, fees and other
charges. I acknowledge that a violation of the ordinances of the City of
Long Beach shall result in the suspension or revocation of the permit.

Cindy Gomila
signature

April 19, 2023
date

Prepared by:
David B. Pilger
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantor:
Maggie E. Tabor
930 Cross Avenue
Louisville, KY 40217
(270) 734-0259

Return To:
David B. Pilger
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantees:
David Gomila
Cindy Gomila
127 West Avenue
Long Beach, MS 39460
(504) 319-5337

File No. B223087S

INDEXING INSTRUCTIONS: Lots 30, 31, 34 & 35, Blk 3, Trautman S/D, Harrison County, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, I, Maggie E. Tabor, do hereby sell, convey and warrant unto David Gomila and Cindy Gomila, as joint tenants with right of survivorship and not as tenants in common, all of that certain tract, piece or parcel of land situated in the First Judicial District of Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereto hereunto belonging, and being more particularly described as follows, to-wit:

Lots 30, 31, 34 and 35, Block 3, Trautman Subdivision, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi, in Plat Book 4, at Page 39 (Copy Book 2A, at Page 165).

This being the same property as that conveyed to Maggie E. Tabor, by instrument recorded in Instrument No. 2019 7497 D-J, Land Deed Records of Harrison County, Mississippi.

If this property is bounded by water, this conveyance includes any natural accretion, and is subject to any erosion due to the action of the elements. Such riparian and littoral rights as exist are conveyed herewith but without warranty as to their nature or extent. If any portion of the property is below the mean high tide watermark, or is coastal wetlands as defined in the Mississippi Coastal Wetlands Protection Act it is conveyed by quiet claim only.

Grantor(s) claim(s) any and all oil, gas, and other minerals owned, if any, to Grantee(s). No mineral search was requested or performed by preparer.

This conveyance is subject to any and all covenants, rights of way, easements, restrictions and reservations of record in the office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi.

It is agreed and understood that the taxes for the current year have been pro-rated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, the Parties hereto agree to make all necessary adjustments on the basis of an actual proration.

WITNESS MY SIGNATURE on this the 20th day of January, 2022.

Maggie E. Tabor
Maggie E. Tabor

ACKNOWLEDGMENT

STATE OF Mississippi
COUNTY OF Tallock

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Maggie E. Tabor, who acknowledged before me that she signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the 20th day of January, 2022.

(AFFIX SEAL)


Wendi A. Adams
NOTARY PUBLIC

My commission expires 12/31/2023
WENDI A. ADAMS
Notary Public
Mississippi
Feb. 21, 2013

MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
Exhibit "A"

Legal Description

Lots 30, 31, 34 and 35, Block 3, Trautman Subdivision, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi, in Plat Book 4, at Page 39 (Copy Book 2A, at Page 165).



David Gomila

1/28/2022
Date



Cindy Gomila

1/28/2022
Date

Mimi's Beach Retreat

★ 4.94 · 18 reviews · Superhost · Long Beach, Mississippi, United States


↑ Share ♥ Save





Entire home hosted by Cindy
6 guests · 3 bedrooms · 3 beds · 2 baths



\$172 night ★ 4.94 · 18 reviews

 Self check-in
Check yourself in with the keypad.

 Cindy is a Superhost
Superhosts are experienced, highly rated hosts who are committed to providing great stays for guests.

 Great check-in experience
94% of recent guests gave the check-in process a 5-star rating.

CHECK-IN
Add date

CHECKOUT
Add date

GUESTS
1 guest

 Report this listing

aircover

Every booking includes free protection from Host cancellations, listing inaccuracies, and other issues like trouble checking in.

[Learn more](#)

**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**









Enjoy a stylish experience at this centrally-located place. Walking distance to beach and a short 10 minute drive to casino. Quiet neighborhood to enjoy a relaxing getaway.

The space

Master bedroom King bed...

[Show more >](#)

What this place offers

-  Beach view
-  Kitchen
-  Wifi
-  Free parking on premises
-  TV
-  Washer
-  Air conditioning
-  Security cameras on property

[Show all 14 amenities](#)

Select check-in date

Add your travel dates for exact pricing

Su Mo Tu We Th Fr Sa Su Mo Tu We

Mimi's Beach Retreat

Listed Instant Book off

[Preview listing](#)

[Change listing](#) v

Listing details

Pricing and availability

Policies and rules

Policies

House rules

Guest requirements

Laws and regulations

Info for guests

Co-Hosts

Policies

Cancellation policy

Strict or Non-refundable: In addition to Strict, offer a non-refundable option—guests pay 10% less, but you keep your payout no matter when they cancel.

[Edit](#)

Instant Book

Instant Book off - All guests must send a reservation request

[Edit](#)

House rules

MINUTES OF APRIL 27, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Guests are expected to follow your rules, and can be removed from Airbnb if they cause issues.

Pets allowed
 You can refuse pets, but must reasonably accommodate service animals. [Learn more](#)

Events allowed

Smoking, vaping, e-cigarettes allowed

Commercial photography and filming allowed

Quiet hours [Edit](#)
 10:00 PM - 7:00 AM

Check-in window [Edit](#)
 After 4:00 PM

Checkout time [Edit](#)
 10:00 AM

Number of guests 6

Additional rules [Edit](#)

Due to Covid we want to have absolute transparency with guests for your safety as well as owners and crews. Please make sure all of the following is read throughly. Thank you for your cooperation at this time. We offer early check in/late check out when applicable at a 40\$ fee that the cleaning crew charges us. We would need to know ahead of time. We are not a pet suitable home, yet, there is a case basis of that being negotiable. 40\$ (per pet, per night) fee and guests would be expected to pay for any further damages in the event there are any. We would have to approve any pets in advance or stay will be terminated immediately. Please load any dirty dishes in dishwasher and start. Remove any opened items in refrigerator upon departure as well as take trash to outside can. Any smoking in the home at all will result in a 300\$ fumigat on fee. ***Absolutely zero parking on lawn or grass, parking must also be confined to driveway only.

******Parking...Max num of 4 cars to be parked in driveway. Absolutely no parking on lawn.**

***** Guest...No one other than 6 guests listed upon at the time of reservation is allowed to stay in the home, have passcodes or keys to the home at any point. If there is anyone on property or staying in the property that is not listed at the time of the booking without host approval will be vacated immediately and charged a 500\$ fine if any of the house rules are violated.**

****PARTIES AND/OR EVENTS ARE NOT PERMITTED IN THE HOUSE OR ON THE PROPERTY** QUIET HOURS ARE FROM 10pm-10am. Please respect our home and our neighbors. No tampering of home surveillance cameras for any reason at all. This is an illegal violation. There's zero tolerance for 3rd party bookings. It's the original guest that booked and those listed that booked is not in home with other people not listed there, fees and possible termination of stay will be applied.**

******Garbage...All trash is to be brought out to outdoor cans that are provide. Trash pickup is on Mondays and cans need to be out at curb on those days. Cans out back up after being emptied.**

Please leave all bed linens on the bed, towels can be left in bathrooms. No eating in beds please. Any destroyed and or missing towels or linens will be charged to guest.

[Hide](#)

Guest requirements

All guests are required to follow Airbnb standard requirements, which includes confirmed phone number, email address, payment information, and agreement to your house rules. [Learn more](#)

Profile photo required
 if you turn on this requirement, you'll be able to see guests' profile photos after a booking is confirmed, but not before. [Learn more](#)

Laws and regulations

Local laws [View](#) >

Primary use of listing [Edit](#)
 The space is primarily set up for guests

[Give feedback](#)

MINUTES OF APRIL 27, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

- Support
- Help Center
- AirCover
- Supporting people with disabilities
- Cancellation options
- Our COVID-19 Response
- Report a neighborhood concern

- Community
- Airbnb.org: disaster relief housing
- Combating discrimination

- Hosting
- Airbnb your home
- AirCover for Hosts
- Explore hosting resources
- Visit our community forum
- How to host responsibly
- Airbnb-friendly apartments

- Airbnb
- Newsroom
- Learn about new features
- Letter from our founders
- Careers
- Investors
- Gift cards

English (US) \$ USD

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Search Mail

Try the new AOL Mail

Today on AOL

New Mail

Old Mail

Drafts

Sent

Spam

Recently Deleted

Contacts

Calendar

Folders

Saved Mail

Archive

Saved IMs

FW: CINDY AND DAVID GOMILA

Tue, Apr 18

Dylan Dearth (dylan@bishopins.com)
To: you Details

Cindy,


See below. You are good to go for short-term rental coverage!

Dylan Dearth
Licensed Agent at Bishop Insurance Agency
Home / Auto / Flood / Commercial
14507 Lemoyne Blvd. Biloxi, MS 39532
Direct: (228)206-7074
dylan@bishopins.com
Great Service, Great Price

From: Andy Ferris <andy@orchidinsurance.com>
Sent: Tuesday, April 18, 2023 2:23 PM
To: Dylan Dearth <dylan@bishopins.com>
Subject: RE: CINDY AND DAVID GOMILA

As I said on the phone, we do not have differentiation based on length of rental on DP3 form.

Sláinte,



Andy Ferris Senior Underwriter
Orchid Underwriters Agency, LLC doing business as Orchid Insurance Brokers, LLC
CA License #0G81311
1201 19th Place, Suite A110, Vero Beach, Florida
Direct 772-237-8533 / Mobile 772-833-3331
[Products](#) | [Payments](#) | [Agent Login](#) | [Disclaimers](#)

MINUTES OF APRIL 27, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

THIS DECLARATION PAGE IS ATTACHED TO AND FORMS PART OF CERTIFICATE PROVISIONS																																														
Expiring Policy #: New	Policy Number: OUA13447625-00																																													
AUTHORITY REF:																																														
1. NAME AND ADDRESS OF THE INSURED: Cindy Guvills 113 Runnels Ave Long Beach, MS, 39560	INSURED LOCATION/RESIDENCE PREMISES: 127 West Avenue Long Beach, MS, 39560																																													
2. POLICY PERIOD: EFFECTIVE FROM 04/18/2023 TO 04/18/2024 BDTH DATS AT 12:01A.M. LOCAL STANDARD TIME																																														
3. COVERAGES-INSURANCE IS EFFECTIVE WITH: QBE Specialty Insurance Company																																														
Limits:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Coverage A</td> <td style="width: 10%;">Dwelling</td> <td style="width: 10%;">\$</td> <td style="width: 10%;">300,000.00</td> <td style="width: 10%;"></td> </tr> <tr> <td>Coverage B</td> <td>Other Structures</td> <td>\$</td> <td>0</td> <td></td> </tr> <tr> <td>Coverage C</td> <td>Personal Property</td> <td>\$</td> <td>50,000.00</td> <td></td> </tr> <tr> <td>Coverage D</td> <td>Fair Rental Value</td> <td>\$</td> <td>18,000.00</td> <td></td> </tr> <tr> <td>Coverage L</td> <td>Personal Liability</td> <td>\$</td> <td>300,000.00</td> <td></td> </tr> <tr> <td>Coverage M</td> <td>Medical Payments</td> <td>\$</td> <td>1,000.00</td> <td></td> </tr> <tr> <td>Loss Assessment</td> <td></td> <td>\$</td> <td>1,000.00</td> <td></td> </tr> <tr> <td>Deductibles:</td> <td>All Other Perils</td> <td>\$</td> <td>2,500.00</td> <td></td> </tr> <tr> <td></td> <td>Windstorm & Hail</td> <td>\$</td> <td>5%</td> <td></td> </tr> </table>	Coverage A	Dwelling	\$	300,000.00		Coverage B	Other Structures	\$	0		Coverage C	Personal Property	\$	50,000.00		Coverage D	Fair Rental Value	\$	18,000.00		Coverage L	Personal Liability	\$	300,000.00		Coverage M	Medical Payments	\$	1,000.00		Loss Assessment		\$	1,000.00		Deductibles:	All Other Perils	\$	2,500.00			Windstorm & Hail	\$	5%	
Coverage A	Dwelling	\$	300,000.00																																											
Coverage B	Other Structures	\$	0																																											
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Loss Assessment		\$	1,000.00																																											
Deductibles:	All Other Perils	\$	2,500.00																																											
	Windstorm & Hail	\$	5%																																											
*25% Minimum Earned Premium Applies																																														
4. PREMIUMS AND OTHER CHARGES:																																														
Base Premium	\$1,862.94																																													
Other Coverage Premium	\$177.09																																													
Policy Fee	\$253.00																																													
Inspection Fee	\$225.00																																													
State Tax	\$93.60																																													
Stamping Fee	\$8.04																																													
MWJA Fee	\$72.45																																													
TOTAL	\$2,590.09																																													
5. COVERAGE FORMS: See Schedule of Forms & Endorsements Attached																																														
THE TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS TO COVERAGE ARE DETERMINED BY THE CONTRACT OF INSURANCE SUPPLIED WITH THIS DECLARATION.																																														
6. SERVICE OF SUIT MAY BE MADE UPON: SEE POLICY FORM																																														

Page 1 of 2

7. MORTGAGEE(S)	
8. ADDITIONAL INTEREST(S)	
9. ADDITIONAL INSURED(S)	
10. IN THE EVENT OF A CLAIM - PLEASE NOTIFY THE FOLLOWING AGENT Bishop Insurance Agency, LLC 14507 I amovine Boulevard, Suite 1B Biloxi MS 39532 228-354-0677	PRODUCING AGENT Ronald Terzar PRODUCER LICENSE #: 10752733
THIS DECLARATION PAGE WITH POLICY PROVISIONS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART, THERE OF, COMPLETES THE ABOVE NUMBERED POLICY.	
SURPLUS LINES AGENT: Orland Underwriters Agency LLC 1251 19th Place Suite A1-C, Vero Beach FL 32960 License: 15015264	DATE ISSUED: 04/18/2023 AUTHORIZED REPRESENTATIVE: Ronald Terzar 10752733

Page 2 of 2

**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

After considerable discussion, Commissioner Glenn made motion, seconded by Commissioner Suthoff and unanimously carried recommending to approve the application as submitted contingent upon the applicant providing a recorded warranty deed.

It came for discussion under New Business, a Short-Term Rental application for the property located at 102 South Girard Avenue, Tax Parcel 0612F-01-028.000, submitted by Jarred T. Schmidt (owner) and Melanie Kidd (property manager), as follows:

MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CITY OF LONG BEACH, MISSISSIPPI							
APPLICATION FOR SHORT-TERM RENTAL							
PHYSICAL ADDRESS: 201 JEFF DAVIS AVENUE LONG BEACH, MS 39560	PHONE: (228) 863-1554 FAX: (228) 863-1558	MAILING ADDRESS: POST OFFICE BOX 929 LONG BEACH, MS 39560					
PROPERTY INFORMATION:							
ADDRESS: <u>102 S GIRARD AVE</u>		Tax Parcel # <u>061ZF-01-02808</u>					
(Location of Short-Term Rental)							
OWNER'S INFORMATION:							
Property Owner's Name: <u>JARRED T SCHMIDT</u>							
Property Owner's Address: <u>102 S GIRARD AVE LONG BEACH MS 39560</u>							
Property Owner's Mailing Address, if different from above:							
Property Owner's Phone No: <u>608 323 5990</u>	City	State Zip					
Email Address: <u>Jarred.Schmidt76@gmail.com</u>							
Is there a homeowner's association for the neighborhood? <u>N/A</u> If so, please provide written statement of support of short term rental?							
PROPERTY MANAGER INFORMATION:							
Property Manager's Name: <u>MELANIE KIDD</u>							
Property Manager's Address: (Must be a local contact)							
<u>300 DAVIS AVE</u>	<u>PASS CHRISTIAN</u>	<u>MS 39571</u>					
	City	State, Zip					
Property Manager's Phone No: <u>1662-296-1334</u>	Email Address: <u>melanie@bluwaterpropertymanagers.com</u>						
PLEASE PROVIDE THE FOLLOWING:							
<ul style="list-style-type: none"> • Mississippi Sales Tax ID # <u>N/A * AIR R/B SALES TAX</u> • Recorded Warranty Deed • Parking Rules & Plan • Trash Management Plan • Copy of Proposed Rental Agreement • Proof of Liability Insurance, which includes short term rental coverage 							
ADDITIONAL INFORMATION:							
<ul style="list-style-type: none"> • Completed written statement of compliance. • FEES: \$250, nonrefundable application fee. \$500, yearly renewable fee. Checks should be made payable to the City of Long Beach. • LICENSE: A Privilege Tax License must be applied and paid for after approval. • INCOMPLETE APPLICATIONS will not be processed. 							
AFFIDAVIT							
I HEREBY CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT ALL INFORMATION CONTAINED HEREIN TRUE AND CORRECT; I ACKNOWLEDGE RECEIPT OF AND AGREE TO COMPLY WITH THE RULES & REGULATIONS OF SHORT-TERM RENTALS (Ordinance 660). ALL APPLICABLE CODES, ORDINANCES AND STATE LAWS. VIOLATION OF ANY CODES OR REGULATIONS SHALL RESULT IN THE SUSPENSION OR REVOCATION OF THE PERMIT							
<u>JT SCHMIDT</u>	<u>JT Schmidt</u>	<u>4-19-23</u>					
PRINT NAME	SIGNATURE	DATE					
BELOW IS FOR OFFICE USE ONLY							
Maximum Occupancy: <u>4</u>	Maximum Vehicles allowed: <u>2</u>	Number of bedrooms: <u>2</u>	Number of people home can accommodate: <u>4</u>				
I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES, AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.							
Building Official Signature: <u>[Signature]</u>		Date: <u>4/26/23</u>					
Fire Inspector Signature: _____		Date: _____					
COMMENTS: _____							
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Date Received: <u>4-19-23</u></td> </tr> <tr> <td>Agenda Date: <u>4-27-23</u></td> </tr> <tr> <td>Amount Due/Paid: <u>250.00</u></td> </tr> <tr> <td>Payment Method: <u>1012</u></td> </tr> </table>				Date Received: <u>4-19-23</u>	Agenda Date: <u>4-27-23</u>	Amount Due/Paid: <u>250.00</u>	Payment Method: <u>1012</u>
Date Received: <u>4-19-23</u>							
Agenda Date: <u>4-27-23</u>							
Amount Due/Paid: <u>250.00</u>							
Payment Method: <u>1012</u>							

MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



I, JARRED SCHMIDT, owner of the property located at 101 S. GARRETT AVE, Tax Parcel 01174-01-013, 000, affirm that I am in compliance with building codes, deed restrictions and/or covenants, and have paid all applicable taxes, fees and other charges. I acknowledge that a violation of the ordinances of the City of Long Beach shall result in the suspension or revocation of the permit.

J. Schmidt
Signature

25 FEB 23
Date

I hereby certify that this is a true and correct copy of the original instrument.
Certified By: [Signature]
Notary Public
Date: 27 Mar 23

Prepared by:
David S. Rigor
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39064
(228) 215-0011

Grantor:
Tiffany McGuire
135 Plover Point
Long Beach, MS 38950
(901) 230-6431

Return To:
David S. Rigor
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39064
(228) 215-0011

Grantee:
Jarred Schmidt
102 S Grand Avenue
Long Beach, MS 38950
(901) 222-6000

File No. F220428Y

INDEXING INSTRUCTIONS: A Parcel of land situated in a part of Lots 1 to 7, Inc., Blk 16, Kohler & Russell S/D, 1st JD, Harrison County, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and value of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, Tiffany McGuire, a single person, do hereby sell, convey and warrant unto Jarred Schmidt, all of that certain tract, piece or parcel of land situated in the First Judicial District of Harrison County, Mississippi, together with all improvements, buildings, houses, and appurtenances thereto (including, and including more particularly described as follows, to-wit:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

This being the same property as that conveyed to Tiffany McGuire, by instrument recorded in Instrument No. 2022-1725-D-1, Land Deed Records in the First Judicial District of Harrison County, Mississippi.

If this property is bounded by water, this conveyance includes any natural accretion, and is subject to any erosion due to the action of the elements. Such riparian and littoral rights as exist are conveyed herewith but without warranty as to their nature or extent. If any portion of the property is below the mean high tide watermark, or its coastal wetlands as defined in the Mississippi Coastal Wetlands Protection Act, it is conveyed by quitclaim only.

Grantor(s) quitclaims any and all oil, gas, and other minerals owned, if any, to Grantee(s). No mineral search was requested or performed by preparer.

This conveyance is subject to any and all covenants, rights of way, easements, restrictions and reservations of record in the office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi.

It is agreed and understood that the taxes for the current year have been pro-rated as of this date on an estimated basis, and when said taxes are actually determined, if the pro-rata as of this date is incorrect, the Parties hereto agree to make all necessary adjustments on the basis of an actual pro-rata.

WITNESS MY SIGNATURE, on this 21st day of December, 2022.

Tiffany McGuire
Tiffany McGuire

ACKNOWLEDGMENT

STATE OF LOUISIANA
PARISH OF Orleans

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Tiffany McGuire, who acknowledged before me that she signed, executed and delivered the above and foregoing instrument on the day and year inserted, for the use and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this 21st day of December, 2022.



Paul E. Tullie
NOTARY PUBLIC

Exhibit "A"

Legal Description:

A parcel of land situated and being located in a part of Lots One (1) through Seven (7), inclusive, Block Sixteen (16), Kohler & Russell Subdivision, a subdivision according to the official map or plat thereof on file and of record in the Office of the Chancery Clerk of Harrison County, First Judicial District, Mississippi, in Plat Book 4 at Page 8 (Copy Book 2A at Page 134) thereof, reference to which is hereby made in aid of and as a part of this description. Being more particularly described as:

Beginning at the Southeast Corner of Lot One (1), Block Sixteen (16), Kohler & Russell Subdivision; thence run North 19° 50' West 70 feet, more or less, to the Southern margin of a drainage ditch; thence run Southwesterly along the Southern margin of said drainage ditch 162 feet, more or less, to the North margin of a platted 20 foot alley; thence run North 70° East 178.9 feet along the North line of said alley and the South line of said Lots One (1) through Seven (7), to the Point of Beginning.

Jarred Schmidt
Jarred Schmidt

12/21/22
Date

MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

MISSISSIPPI OFFICIAL WOOD DESTROYING INSECT REPORT

Inspection On: Home, Oil, Gas, Control
Address: 2011 21st Street
City/Town/County: AMOR, LA 70002
Inspector: Jeffery J. Adams
ID Number: 21501 License Number: 2502
Inspection Date: 11-27-2022

Party Requesting Inspection: Jared Schaeff
Address: 2011 21st Street
Report Forwarded To: The Company with the Material Company
Conditions conducive to wood destroying insect infestation: Yes

Table with columns: Inoperative Female Visible Distance of, Active Infestation, Termite Infestation, Drywood Termites, Visible Insect Damage. Includes handwritten 'No' and 'Yes' entries.

Structure was newly treated by this company: Yes
This warranty is in effect on the date: 11/27/2022
Buyer should receive a copy of this contract for terms and type of coverage.

GRAPH MUST BE COMPLETED FOR EVERY STRUCTURE INSPECTED.

KEY SYMBOLS: Includes symbols for Subterranean Termites, Wood Boring Beetle Activity, Carpenter Ant Activity, Drywood Termites, and Conditions Conducive To Wood Destroying Insects. Includes a grid for the graph.

IMPORTANT: THIS GRAPH IS NOT DRAWN TO SCALE AND ANY EVIDENCE LISTED IS LOCATED IN GENERAL LOCATIONS. READ AND UNDERSTAND BOTH SIDES OF THIS REPORT.

Inspector's Signature: Jeffery J. Adams
Date: 11/27/2022
I HAVE RECEIVED THE ORIGINAL OR A LEGIBLE COPY OF THIS REPORT AND UNDERSTAND SAME.

STATEMENT OF PEST CONTROL OPERATOR

- A. THIS REPORT LITERALLY REPRESENTS MY OWN...
B. THIS REPORT IS NOT AN OPINION COVERING AREAS THAT ARE ENCLOSED OR UNACCESSIBLE...
C. THIS REPORT IS NOT AN OPINION COVERING AREAS THAT ARE ENCLOSED OR UNACCESSIBLE...
D. CONDUCTIVE CONDITIONS INCLUDE THE FOLLOWING...
E. VISUAL EVIDENCE OF PREVIOUS TREATMENT IS DEFINED AS VISUAL EVIDENCE OF PREPARATION FOR TREATMENT...
F. EITHER FOR THE COMPANY FOR WHICH I AM ACTING HAVE HAD, PRESENTLY HAVE OR CONTINGUATE HAVING ANY INTEREST IN THE PROPERTY...

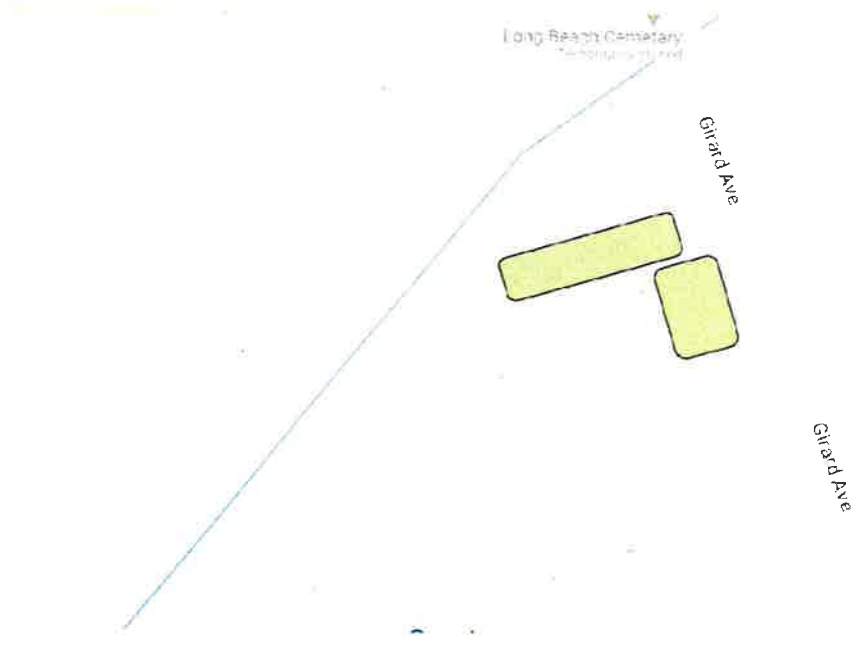
PRIVACY ACT INFORMATION - THE INFORMATION REQUESTED ON THIS FORM WILL BE USED FOR EVALUATING THE PROPERTY FOR A VA OR HUD INSURED LOAN...

ADDITIONAL COMMENTS (If additional pages are needed for comments, note number of pages added in comments and attach)

**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Parking Locations

- Parking will be available for up to three cars in the drive way along the house with overflow spots located directly in front. Parking vehicles will remain clear of street and adjacent Long Beach Cemetary entrance road.



Trash management

- Garbage will be monitored by cleaning staff. Primary removal will be city provided trash removal in the provided receptacles. Secondary removal or overflow trash will be removed off site by cleaning staff.

SHORT-TERM RENTAL AGREEMENT

I. The Parties

This Short-Term Rental Agreement ("Agreement") made on December 29 2022 is between the following:

Two (2) individual(s) known as John Doe and Jane Doe with a mailing address of _____ ("Tenant(s)")

AND

A business entity known as XXXXXX with a mailing address XXXXXXXXX ("Landlord").

Landlord and Tenant(s) ("Parties") agree to the following terms and conditions:

II. The Property

The Tenant(s) agrees to rent the residential dwelling described as a(n) single-family home with a mailing address of 102 Girad St, Long Beach, Mississippi, 39560 ("Property"). The Property consists of 2 bedroom(s) and has 2 bathroom(s).

III. Furnishings

The Property shall be furnished by the Landlord. Landlord shall provide the following furnishings as part of this Agreement:

**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Bedroom Set(s) - Including but not limited to beds, pillows, sheets, nightstands, and lighting fixtures

Dining Room Set(s) - Including but not limited to tables, chairs, and other items that complete a dining room set.

Kitchenware - Including but not limited to pots, pans, utensils, cleaning supplies, and other everyday items that complete a kitchen set.

Living Room Set(s) - Including but not limited to couches, chairs, sofas, televisions, desks, and other common living room items.

IV. Parking

The Landlord shall provide parking as part of this Agreement in the form of 2 parking space(s). There shall be no fee for the parking space(s).

V. Period and Guests

The total amount of individuals allowed to stay at the Property for any period will be limited to 4 people. In addition, the Tenant(s) are allowed to have a total number 0 Guests on the Property.

VI. Start and End Dates

The term of this Agreement shall begin February 27, 2023 and end on March 2, 2023 ("Rental Period").

The Tenant(s) shall be allowed to check-in at 04:00 PM and check-out at 11:00 AM.

Page 2

VII. Rent

The rent due by the Tenant(s) to the Landlord shall be in the amount of \$150 per night during the Rental Period.

VIII. Security Deposit

The Tenant(s) shall be obligated to pay a Security Deposit in the amount of \$250.00. Upon termination of this Agreement, Landlord shall return the Security Deposit within a reasonable amount of time or in accordance with State law, whichever is longest.

IX. Pets

Under no circumstance shall the Tenant(s) be allowed to have any type of pet on the Property unless a licensed physician has authorized its use due to a psychiatric or physical disability.

X. Fees, Taxes, and Deposit

The Tenant(s) shall be responsible for the following fee(s):

Cleaning - \$125.00

XI. Termination

Landlord has the right to inspect the premises with prior notice in accordance with applicable State laws. Should the Tenant(s) violate any of the terms of this agreement, the rental period shall be terminated immediately in accordance with State law. Tenant(s) waive all rights to process if they

Page 3

**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

fail to vacate the premises upon termination of the rental period. Tenant(s) shall vacate the premises at the expiration time and date of this agreement.

XII. Utilities

The Landlord shall be responsible for providing the following utilities: Electricity, Internet, Trash Collection, Water and Sewer, and all other utilities to be paid by the Tenant(s).

XIII. Maintenance and Repairs

The Tenant(s) shall maintain the premises in a good, clean, and ready to rent condition, and use the premises only in a careful and lawful manner. Tenant(s) shall leave the premises in a ready to rent condition at the expiration of the rental agreement, defined by the Landlord as being immediately habitable by the next tenants. Landlord shall pay for maintenance and repairs should the premises be left in a lesser condition.

Tenant(s) agree that the Landlord shall deduct from the Security Deposit prior to refund if tenants cause damage to the premises or its furnishings.

XIV. Trash

Landlord does not have any trash removal requirements for the Tenant(s).

XV. Subletting

Tenant(s) shall not be allowed to sublet the Property. If Landlord does allow the Tenant(s) the right to sublet, an amendment must be signed by both Landlord and Tenant(s) and shall be attached to this Agreement.

Page 4

XVI. Quiet Enjoyment

The Tenants shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Tenants shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate termination of this agreement and Tenants shall then immediately vacate the premises.

Any and all noise must be kept to a minimum each night beginning at 10:00 PM

XVII. Smoking

Any and all forms of smoking shall not be permitted inside the Property. All smoking activities MUST occur outside.

XVIII. Landlord's Liability

The Tenants and Tenants' Guests shall hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Tenant(s) expressly recognize that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenant(s), and that Tenant(s) should purchase their own insurance for Tenant(s) and Guest(s) if such coverage is desired.

XIX. Attorney's Fees

Tenants agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Landlord enforcing this agreement.

Page 5

**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

XX. Use of Property

Tenant(s) expressly acknowledge and agree that this Agreement is for transient occupancy of the Property, and that Tenant(s) do not intend to make the property a residence or household.

XXI. Shortened Stays and Conditions

There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions.

XXII. Showings

If the property should go on the MARKET FOR SALE, it may be shown to qualified buyers during the stay of the Tenant(s). Every effort will be made to schedule the showing at a convenient time and not interrupt the day-to-day activities of the Tenant(s). Tenant(s) shall allow reasonable viewings of the Property during standard hours.

XXIII. Firearms

Only legally owned and permitted firearms shall be allowed on the premises in accordance with State and local laws.

XXIV. Fireworks

The Parties agree that Fireworks and other hazardous materials may not be used in or around the Property.

XXV. Illegal Use

Page 6

Tenant(s) shall use the property for legal purposes only and other use, such as but not limited to, illegal drug use, abuse of any person, harboring fugitives, etc. shall cause termination of this Agreement with no refund of rents or deposits.

XXVI. Fire Alarms

If the Property has fire alarms the Tenant(s) must notify the Landlord without delay if a fire alarm "chirps" or has a low battery condition.

XXVII. Keys

There shall be a total number of 1 keys given to the Tenant(s) at the time of possession. If Tenant(s) should lose any of the keys, there shall not be a penalty of fee applied.

XXVIII. Possessions

Valuable items left behind by Tenant(s) will be held with every reasonable effort made to contact in order for a safe return. If items are not claimed for longer than 6 months they shall become the property of the Landlord. Landlord shall not be held liable for the condition of said items left by the Tenant(s).

XXIX. Notice

In the event written notice is required the Parties shall be recognized by the mailing addresses set forth in Section I of this Agreement.

XXX. Landlord's Contact

Page 7

**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

In the event the Landlord needs to be contacted immediately, the Tenant(s) shall use the following:

Property Manager: Bluewater Property Manager
E-Mail: melanie@bluewaterpropertymanagers.com
Telephone: (662) 296-1334

XXXI. Governing Law

This agreement is governed under the laws in the State where the Property is located.

XXXIII. Lead-Based Disclosure

It is acknowledged by the Parties that the Property was not constructed prior to 1978. Therefore, the Lead-Based Paint Disclosure Form is not required per federal law.

XXXIV. Disclosures

It is acknowledged by the Parties that the Property may have been constructed prior to 1978 requiring the Buyer and Seller to initial and sign the attached Lead-Based Paint Disclosure Form.

XXXV. Severability

In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

XXXVI. Entire Agreement

Page 8

This Agreement together with any attached addendums or disclosures shall supersede any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the subject matter hereof and shall constitute the sole and only agreements between the parties with respect to the said Property. All prior negotiations and agreements between the parties with respect to the Property hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding or of any force or effect.

SIGNATURE AREA

Tenant's Signature _____ Date _____

John Doe

Tenant's Signature _____ Date _____

Jane Doe

Landlord's Signature _____ Date _____

Page 9

MINUTES OF APRIL 27, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION



HOMEOWNERS POLICY INVOICE

DATE ISSUED: 2/01/2023

POLICY NUMBER	T3MS_01383695-1B
EFFECTIVE DATE:	12/21/2022
EXPIRATION DATE:	12/21/2023

Underwritten by:
TRISURA SPECIALTY INSURANCE COMPANY

MORTGAGEE: Veterans United Home Loans C/O National Mortgage LLC ISAAA, ATIMA PO BOX 7729 Springfield, OH 45501	INSURED: Jarred Schmidt 102 S GIRARD AVE LONG BEACH, MS 39560
Loan#: 703072119	Telephone: 608 323 5990
LOCATION OF PROPERTY INSURED:	
102 S GIRARD AVE LONG BEACH, MS 39560	

Thank you for choosing Trisura Specialty Insurance Company. There is a premium payment due on the policy shown above. To maintain insurance coverage, please make your payment as below:

Current Balance:	-\$41.77
*Payment Due:	\$0.00
Payment Due Date:	12/21/2022

**Unless paid in full, a \$10 Non-refundable payment processing fee will be added to each payment.*

Please detach and submit this portion with your payment.

Policy Number: T3MS_01383695-1B	Named Insured: Jarred Schmidt
Make check payable to: Trisura Specialty Insurance Company	Balance Due: \$0.00 Payment must be received by: 12/21/2022
	Total Payment Enclosed: \$

MAIL TO:

Orion180 Insurance Services, Lockbox
P.O. Box 735348
Dallas, TX 75373-5348

OVERNIGHT TO:

Orion180 Insurance Services, LLC
Attention: Accounting Department/Overnight
530 S. Harbor City Blvd. Suite 302
Melbourne, FL 32901

OIS 103 02 22

MORTGAGEE

PAGE 1 OF 1

AMENDED HOMEOWNER POLICY DECLARATION



POLICY NUMBER	T3MS_1383695_1B
EFFECTIVE DATE:	12/21/2022 12:01 AM
EXPIRATION DATE:	12/21/2023 12:01 AM

Orion180 Insurance Services, LLC • 530 S. Harbor City Blvd., Suite 302 • Melbourne, FL 32901 • (360)-590-3550

Applicant Information Jarred Schmidt 102 S GIRARD AVE LONG BEACH, MS 39560 608 323 5990	Agent Information Goosehead Insurance Agency, LLC - Graham Odom Goosehead Insurance Agency, LLC - Graham Odom 3313 Market St. Pascagoula, MS 39567 800 474 1377
--	---

Property Location: 102 S GIRARD AVE LONG BEACH, MS 39560

AMENDMENT DATE:

REASON FOR AMENDMENT:
Roof Covering changed from Asphalt Shingle to Architecture Shingle

Your change resulted in:
 No Change in Premium
 Premium Charge of
 X Premium Credit of \$41.77 (\$38.94 + \$2.83)

Policy Period: 12/21/2022 to 12/21/2023	Important Phone Numbers
Policy Type: MS Trisura Homeowner HO3 Policy	Customer Service: 1-866-590-3550
INSURER: Trisura Specialty Insurance Company (A-) A.M. Best Rated	Claims Reporting: 1-866-590-3550

This insurance policy is issued pursuant to Mississippi law covering surplus lines insurance. The company issuing the policy is not licensed by the State of Mississippi but is authorized to do business in Mississippi as a non-admitted company. The policy is not protected by the Mississippi Insurance Guaranty Association in the event of the insurer's insolvency.

TOTAL ESTIMATED POLICY PREMIUM, FEES AND TAXES:	
\$2,723.14	
COVERAGES	
Coverage A - Dwelling (Replacement Cost as described in policy)	*\$220,000.00
Coverage B - Other Structures	Excluded
Coverage C - Personal Contents	\$11,000.00
Coverage D - Loss of Use	Excluded
Coverage E - Personal Liability	\$300,000.00
Coverage F - Medical Payments	\$1,000.00
<i>*Coverage A increased due to an inflation guard factor.</i>	
DEDUCTIBLES	
Hurricane/Wind/Hail or Tornado Deductible	3.00%
All Other Perils Deductible	\$2,500.00

MINUTES OF APRIL 27, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Base Premium (Without fees and taxes.)	\$2,864.06
Fees & Taxes	
Policy Fee (This fee applies to all new and renewal policies and is fully earned and non-refundable.)	\$150.00
MS Premium Tax (4%)	\$101.56
MS Startling Fee (0.25%)	\$6.35
MS MWUA Fee (3%)	\$76.17
TOTAL PREMIUM	\$2,723.14

*Additional processing fees may apply.

OPTIONAL COVERAGE	
Residence Held in Trust	No
Loss Assessment Coverage	\$1,000
Special Computer Coverage	Exclude
Jewelry, Watches & Furs - Increased Limits (Unscheduled)	\$1,500
Silverware, Goldware, Pewterware - Increased Limits (Unscheduled)	\$2,500
Limited Fungi, Mold and Bacteria Coverage	\$5,000/\$10,000
Water Back Up & Sump Discharge or Overflow	\$5,000
Ordinance or Law Coverage	10% of Covg. A
Identity Theft Protection	Exclude
Covg. A- Additional 25% Dwelling Coverage	Excluded
Personal Injury Coverage	Exclude
Covg. C - Personal Property Replacement Cost	Exclude
Equipment Breakdown	Exclude
Swimming Pool Liability Coverage Buy Back	No

DISCOUNTS	
Tankless Water Heater (Proof Required)	No
Claim Free	Yes
SC Building Code Discount	No
Building Code Discount	None
Golden Age (Age 60 or older)	No
E-Policy	Yes
Window & Door Opening Protection (Proof Required)	Yes
Secured Community Discount	No
Burglar Alarm - Central Station with Alarm (Proof Required)	None
Fire Alarm, Central Station with Alarm (Proof Required)	Local Alarm
Military / First Responder Discount (Proof Required)	No
Companion Policy Discount (Proof Required)	No
Tree Free Yard (No trees >10' within 20' of the home)	No
Roof Damage Exclusion	No

RATING INFORMATION	
Square Footage	1056
Is this home deeded to and/or owned by a corporation, LLC, partnership, estate,	No

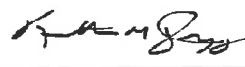
OIS MS AMENDED DEC 03 22 Page 2

association, or any other business entity?	
Year Built	1948
Home Type	Single Family Home
Construction Type Siding	Vinyl Siding
Foundation Type	Crawl Space < 3 ft
Building Code Effectiveness Grading	Ungraded
Basement	No Basement
Occupancy Type	Primary
Protection Class	?
Roof Covering	Architecture Shingle
Roof Shape	Gable
Roof Replaced	yes
What year was the roof installed	2010
Number of Fire Claims in the last 3 years	0
Number of Property Claims in the last 3 years	0
Number of Liability Claims in the last 3 years	0
Is your Water Heater located in the Attic? (Tankless Water Heaters do not apply)	No

FINANCIAL INFORMATION	
First Mortgagee	Second Mortgage
Veterans United Home Loans C/O Nat cnstar Mortgage LLC ISAOA, ATIMA Loan Number: 703672139 PO BOX 7720 Springfield, OH 45502	

POLICY FORMS AND ENDORSEMENTS		
Welcome Letter	OIS 113 01 15 Policy Jacket	OIS 118 01 19 Privacy Notice
OIS 113 02 27 Non-IPF - NPI IRFH	OIS MS AMENDED DEC 03 22	OIS 113 APP RA 08 22
OIS 11 201 19 HUD's Table of Contents	FD CO 08 25 - I HC3-Special Form	OIS 138 Special Provisions-Multi-Unit Non-Admitted - Rev. 08/2022
OIS 143 02 20 Hurricane Wind Hill or "Carnado Percentage Deductible	FD C4 15 10 00 Premises Alarm or Fire Protection System	US 135 01 20 Limited Water Backup and Sump Discharge or Overflow Coverage
HO 04 35 05 11 Supplemental Loss Assessment Coverage	FD F4 27 35 - 11 Limited Fungi (Wet or Dry) Mold or Bacteria Coverage	HO 04 96 10 GU NS Section I - Limited Home Day Care Business
HO 06/8 10 15 Residence Premises Definition	OIS 107 08 22 Limited Water Damage Exclusion	OIS 116 01 22 Cosmetic Hail Damage Exclusion
OIS 119 02 20 Ext Paint & Waterproof Exclusion	OIS 150 06 21 Swimming Pool Liability Exclusion	OIS 142 08 22 ACV Roof Surface
OIS 153 03 20 Animal Liability Exclusion	OIS 177 01 19 Inan Liability Exclusion	OIS 1035 03 21 Renewable Energy Systems Exclusion
OIS 156 08 22 Limited Water Damage Exclusion	OIS MS 141 01 20 MS Outline of Coverage and Comprehensive Policy Checklist	OIS MS 140 01 20 MS Privacy/Notice of Rights

Surplus Lines Broker & Mailing Address
Kenneth M. Gregg
Orion180 Insurance Services, LLC
950 S. Harbor City Blvd, Suite 302
Melbourne, FL 32901



Countersignature or Authorized Representative

Forms and Endorsements made a part of this policy at time of issue: Refer to Schedule of Forms and Endorsements.

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY

OIS MS AMENDED DEC 03 22 Page 3

MINUTES OF APRIL 27, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION


ESCROW ACCOUNT
 1406 BIENVILLE BLVD. STE. 101
 OCEAN SPRINGS, MS 39564
 228-215-0011

PILGER TITLE CO.
Real Estate Company

PAY TO THE ORDER OF: Next Home Simplicity


FILE #: F220438N 12/22/2022 185708

\$**54,725.00**

FOUR THOUSAND SEVEN HUNDRED TWENTY-FIVE AND 00/100 DOLLARS *** DOLLARS

Next Home Simplicity

MEMO


 AUTHORIZED SIGNATURE

⑆ 185708 ⑆ ⑆055303360⑆ ⑆685000739⑆

PILGER TITLE CO. 185708

FILE #: F220438N AMOUNT: \$4,725.00 DATE: 12/22/2022 CODE:
 PAYEE: -- Next Home Simplicity CK #: 185708 ALT:
 SELLER(S) -- Tiffany McGuire
 BUYER(S) -- Jarred Schmidt
 PROPERTY LOCATION --
 102 S Girard Avenue, Long Beach, MS 39560
 Sec 14, T08, R12, 1st JD
 Commission 4,725.00



Hancock Whitney Bank
PASS CHRISTIAN
12/28/2022 11:17 AM

Reference #: 010-01-01072-42
 Account Number: ****0231
 Checking Deposit: \$4,725.00
 Date of Deposit: 12/28/2022

Checks and other items are received for deposit subject to the terms and conditions of this Bank's deposit agreement. Deposits may not be available for immediate withdrawal.

Thank You for banking with us.
Member FDIC

American Land Title Association ALTA Settlement Statement - Combined
Adopted 05-01-2015

Pilger Title Co.
 1406 Bienville Blvd
 Ocean Springs, MS 39564
 (228) 241-1855

File No./Escrow No.: F220438N
Print Date & Time: December 22, 2022 at 9:29 AM
Officer/Escrow Officer: David Pilger
Settlement Location: Pilger Title Co.
 310 Jeff Davis Avenue, Long Beach, MS 39560
Property Address: 102 S Girard Avenue, Long Beach, MS 39560
 Sec 14, T08, R12, 1st JD
Borrower: Jarred Schmidt
Seller: Tiffany McGuire
Lender: Mortgage Research Center, LLC dba Veterans United Home Loans
Settlement Date: December 21, 2022
Disbursement Date: December 22, 2022

Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
Financial				
	189,000.00	Sale Price of Property	189,000.00	
		Deposit including earnest money		500.00
		Loan Amount		193,347.00
6,000.00		Seller Credit		6,000.00
Prorations/Adjustments				
		PTC Simultaneous Issue Rebate	Pilger Title Co.	482.00
Loan Charges to Mortgage Research Center, LLC dba Veterans United Home				
		% of Loan Amount (Points)		1,678.25
		Origination Fee		1,933.47
		VA Funding Fee		4,347.03
Other Loan Charges				
		Appraisal Fee	James Morris Appraisal Services	
		Borrower Paid before closing	600.00	
Impounds				
		Homeowner's Insurance		740.07
		246.99 per month for 3 mo.		255.45
		Property Taxes		
		85.15 per month for 3 mo.		218.94
		Flood Insurance		
		72.98 per month for 3 mo.		
Title Charges				
		Title - Lender's title insurance	Old Republic National Title Insurance Co.	382.00
		Title - Owner's title insurance (optional)	Old Republic National Title Insurance Co.	878.00
		Title - Closing Protection Letter	Old Republic National Title Insurance Co.	50.00
		Title - Courier/Express Mail	Pilger Title Co.	65.00
		Title - Document Prep Fee	Pilger Title Co.	175.00
		Title - Settlement or closing fee	Pilger Title Co.	350.00
		Title - Title Examination	Pilger Title Co.	245.00
		Title - Title Insurance Binder	Pilger Title Co.	200.00
		Title - Wire Fee	Pilger Title Co.	25.00
25.00				
Commission				
	4,725.00	Real Estate Commission	Real Broker LLC	
	4,725.00	Real Estate Commission	Next Home Simplicity	

MINUTES OF APRIL 27, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

ALTA Settlement Statement - Combined - Continued				
Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
Government Recording and Transfer Charges				
		Record Sheet	25.00	
		Record Trunk/Sheet Division	57.00	
		County Clerk Palmdale County		25.00
		County Clerk Lancaster County		57.00
Payoff(s)				
137,692.56		Payoff of First Mortgage Loan		
		as of 12/21/22		
		Principal Balance \$107,593.08		
Other Charges				
		Homeowner's Insurance Premium	2,953.91	
		12 mos.		
		Prepaid Interest	345.99	
		35.09 per day from 12/21/22 to 01/01/23		
		Flood Insurance Premium	878.70	
		12 mos.		
Summary				
Seller		Borrower/Buyer		
Debit	Credit	Debit	Credit	
123,058.86	189,000.00	205,042.66	200,329.00	
			4,701.84	
85,211.14				
189,000.00	189,000.00	205,042.66	205,042.66	
		TOTALS		

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Printed on 12/23/22 at 9:29 AM

ADDENDUM TO SETTLEMENT STATEMENT

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price described on Line 401 above constitutes the Gross Proceeds of this transaction.

SELLER INSTRUCTIONS: To determine if you have to report the sale or exchange of your primary residence on your tax return, see the Schedule D (Form 1040) instructions. If the real estate was not your primary residence, complete the applicable parts of Form 4797, Form 6252, and /or Schedule D (Form 1040).

You are required by law to provide the settlement agent with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.



Tiffany McGuire

Jarred Schmidt

Dated: December 21, 2022

Dated: December 21, 2022

The Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Pilger Title Co.

By: _____, Settlement Agent

Dated: December 21, 2022

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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File #: F22043EN

Settlement Signature Page LUE

DocuSign verification code: 623 01720-22-00-1212
DocuSign Envelope ID: 1A55B038-54FD-43CF-8FAC-F53CF6D975A5

MECHANICAL EQUIPMENT WHICH IS CONSIDERED PERSONAL PROPERTY AND IS NOT CONVEYED BY DEED AS PART OF THE REAL PROPERTY SHOULD BE NEGOTIATED IN THE CONTRACT OF SALE OR OTHER SUCH INSTRUMENT IF THE ITEMS ARE TO REMAIN WITH THE RESIDENCE.

To the extent of the Seller's knowledge as a property owner, the Seller(s) acknowledges that the information contained above is true and accurate for those areas of the property listed. The owner(s) agree to save and hold the Broker harmless from all claims, disputes, litigation and/or judgments arising from any incorrect information supplied by the owner(s) or from any material fact known by the owner(s) which owner(s) fail to disclose except the Broker is not held harmless to the owner(s) in claims, disputes, litigation, or judgments arising from conditions of which the Broker had actual knowledge.

Tiffany McGuire 10/18/2022
SELLER (UPON LISTING) DATE SELLER (UPON LISTING) DATE

Jarred Schmidt 12/22/22
SELLER (AT CLOSING) DATE SELLER (AT CLOSING) DATE

PROSPECTIVE PURCHASER'S SIGNATURE: Jarred Schmidt Oct 23, 2022 3:59 PM PDT
PURCHASER(S) ACKNOWLEDGE RECEIPT OF REPORT DATE

MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

DECLARATION OF ACCEPTANCE

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 contents 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.

- 1. PROPERTY ADDRESS:
2. 102 S Girard Avenue, Long Beach, MS 39560.
3. A Parcel of land situated in Sec. 14, T08, R12, 1st JD.
4. Harrison County, Mississippi
5. All warranties and statements, expressed or implied, as to Property condition, financing terms, and all representations of all parties, including Seller, Buyer and all brokers, contained or associated with this Contract for Sale and Purchase of Real Estate with a contract date of 10/25/2022, and signed by the undersigned Buyers and Seller have been complied with to our satisfaction.
9. We, the undersigned, do hereby declare that without any reservations we hereby accept the Property as to the condition of the house, other improvements, fixtures and equipment, decoration, suitability and readiness for use as our home, as well as financing terms, and all other representations of Buyer(s), Seller(s) and all Brokers and any other statements or representations contained in the Contract or any addendum thereof. We understand that, with the acceptance of the Deed, and except for misrepresentation or fraud, Seller(s) will have no further responsibility or liability for any repairs to the Property. Buyer(s) and Seller(s) hold harmless all brokers for any representations, expressed or implied, in the aforementioned Contract or in any other form not thus merged in the Deed.
15. We do further declare that the consideration paid is acceptable to us, and that we understand that market conditions change, and that property values therefore change. We, therefore, release Seller(s), Seller(s)' agents, Buyer(s), Buyer(s)' agents and all Brokers in this transaction from any responsibility whatsoever resulting from changes in market conditions.
18. We acknowledge that we, as Owners, Sellers, Invitees and Buyers of real property using any audio and/or video surveillance devices or devices capable of photography, videography or videotelephony are solely responsible for compliance with applicable state, local and federal laws concerning use of such devices including, but not limited to, cameras, phones, security systems, monitors or other devices capable of making or transmitting audio and/or video recordings or photographs. We have been informed and acknowledge our understanding that audio or video recordings and/or photographs may be illegal under state, local and/or federal laws, depending on the circumstances. We have had an opportunity to consult legal counsel concerning applicable laws and acknowledge that we have taken steps to protect against practices violative of rights of persons owning, inhabiting, utilizing, viewing or visiting the property. We hereby agree to hold the brokerages and their agents harmless from all claims (excepting only claims under the exclusive jurisdiction of the Mississippi Real Estate Commission under license law or claims under the National Association of REALTORS® Code of Ethics and Arbitration Manual) or damages arising out of use of video and audio surveillance systems or photography, videography, or videotelephony by us or our agents, representatives, relatives, masters, servants, assigns, principals, employee or any other persons or entities associated with us.
30. In the event the parties have agreed to use of a Post-Closing Possession Addendum (F18), this Declaration of Acceptance is effective through the date of Closing only, but the provisions of the Post-Closing Possession Addendum shall control as to any material changes to the Property during the period covered by the Post-Closing Possession Addendum. Buyer(s) make no declaration of acceptance of the Property for any period of Post-Closing Possession by Seller(s) and specifically reserve any and all rights they have by virtue of the Post-Closing Possession Addendum.
35. The foregoing notwithstanding, nothing herein shall operate to void or negate any warranties made by a builder of new construction or those arising under Mississippi law applicable to new construction.

37. [Signature]
38. Jarred Schmidt, BUYER Tiffany McGuire, SELLER

39. 12/22/22
40. DATE DATE

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F19 - Declaration of Acceptance
Rev. Date 12/2/19

DECLARATION OF ACCEPTANCE

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 contents 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.

- 1. PROPERTY ADDRESS:
2. 102 S Girard Avenue, Long Beach, MS 39560.
3. A Parcel of land situated in Sec. 14, T08, R12, 1st JD.
4. Harrison County, Mississippi
5. All warranties and statements, expressed or implied, as to Property condition, financing terms, and all representations of all parties, including Seller, Buyer and all brokers, contained or associated with this Contract for Sale and Purchase of Real Estate with a contract date of 10/25/2022, and signed by the undersigned Buyers and Seller have been complied with to our satisfaction.
9. We, the undersigned, do hereby declare that without any reservations we hereby accept the Property as to the condition of the house, other improvements, fixtures and equipment, decoration, suitability and readiness for use as our home, as well as financing terms, and all other representations of Buyer(s), Seller(s) and all Brokers and any other statements or representations contained in the Contract or any addendum thereof. We understand that, with the acceptance of the Deed, and except for misrepresentation or fraud, Seller(s) will have no further responsibility or liability for any repairs to the Property. Buyer(s) and Seller(s) hold harmless all brokers for any representations, expressed or implied, in the aforementioned Contract or in any other form not thus merged in the Deed.
15. We do further declare that the consideration paid is acceptable to us, and that we understand that market conditions change, and that property values therefore change. We, therefore, release Seller(s), Seller(s)' agents, Buyer(s), Buyer(s)' agents and all Brokers in this transaction from any responsibility whatsoever resulting from changes in market conditions.
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30. In the event the parties have agreed to use of a Post-Closing Possession Addendum (F18), this Declaration of Acceptance is effective through the date of Closing only, but the provisions of the Post-Closing Possession Addendum shall control as to any material changes to the Property during the period covered by the Post-Closing Possession Addendum. Buyer(s) make no declaration of acceptance of the Property for any period of Post-Closing Possession by Seller(s) and specifically reserve any and all rights they have by virtue of the Post-Closing Possession Addendum.
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37. [Signature]
38. Jarred Schmidt, BUYER Tiffany McGuire, SELLER

39. 12/21/22
40. DATE DATE

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F19 - Declaration of Acceptance
Rev. Date 12/2/19

**MINUTES OF APRIL 27, 2023
REGULAR MEETING**

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

After considerable discussion, Commissioner Walters made motion, seconded by Commissioner Glenn and unanimously carried recommending to approve the application contingent upon the applicant providing a recorded warranty deed.

Vice Chairman Shawn Barlow recused herself from the meeting at this time.

It came for discussion under New Business, a Short-Term Rental application for the property located at 114 East Third Street, Unit C, Tax Parcel 0612B-03-026.000, submitted by Third at Town Green, LLC (owner) and Shawn Barlow (property manager), as follows:

MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CITY OF LONG BEACH, MISSISSIPPI APPLICATION FOR SHORT-TERM RENTAL		
PHYSICAL ADDRESS: 201 JEFF DAVIS AVENUE LONG BEACH, MS 39560	PHONE: (228) 863-1554 FAX: (228) 863-1558	MAILING ADDRESS: POST OFFICE BOX 929 LONG BEACH, MS 39560

PROPERTY INFORMATION:
 ADDRESS: 114 E THIRD STREET C Tax Parcel # 06128-03-096.000
 (Location of Short-Term Rental)

OWNER'S INFORMATION:
 Property Owner's Name: THIRD AT TOWN GREEN, LLC
 Property Owner's Address: PO BOX 100, LONG BEACH, MS 39560
 Property Owner's Mailing Address, if different from above:

Property Owner's Phone No.: 338 297 5556 City State Zip
 Email Address: 3TOWNGREEN@GMAIL.COM

Is there a homeowner's association for the neighborhood? _____ If so, please provide written statement of support of short term rental?

PROPERTY MANAGER INFORMATION:
 Property Manager's Name: SHAWN BARLOW
 Property Manager's Address: (Must be a local contact)
308 E THIRD STREET LONG BEACH, MS 39560
 City State Zip
 Property Manager's Phone No.: 338 297 5556 Email Address: 3TOWNGREEN@GMAIL.COM

- PLEASE PROVIDE THE FOLLOWING:**
- Mississippi Sales Tax ID # 88-8306362
 - Recorded Warranty Deed
 - Parking Rules & Plan
 - Trash Management Plan
 - Copy of Proposed Rental Agreement
 - Proof of Liability Insurance, which includes short term rental coverage

- ADDITIONAL INFORMATION:**
- Completed written statement of compliance.
 - FEES: \$250, nonrefundable application fee. \$500, yearly renewable fee. Checks should be made payable to the City of Long Beach.
 - LICENSE: A Privilege Tax License must be applied and paid for after approval.
 - INCOMPLETE APPLICATIONS will not be processed.

AFFIDAVIT

I HEREBY CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT ALL INFORMATION CONTAINED HEREIN TRUE AND CORRECT; I ACKNOWLEDGE RECEIPT OF AND AGREE TO COMPLY WITH THE RULES & REGULATIONS OF SHORT-TERM RENTALS (Ordinance 660), ALL APPLICABLE CODES, ORDINANCES AND STATE LAWS. VIOLATION OF ANY CODES OR REGULATIONS SHALL RESULT IN THE SUSPENSION OR REVOCATION OF THE PERMIT.

SHAWN BARLOW Shawn Barlow 4/19/23
 PRINT NAME SIGNATURE DATE

BELOW IS FOR OFFICE USE ONLY			
Maximum Occupancy:	Maximum Vehicles allowed:	Number of bedrooms:	Number of people home can accommodate:
<u>6</u>	<u>1</u>	<u>2</u>	<u>6</u>

I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES; AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.

Building Official Signature: Ryan Loh Date: 4/19/23
 Fire Inspector Signature: _____ Date: _____

COMMENTS: _____

Date Received: <u>4-19-23</u>
Agenda Date: <u>4-27-23</u>
Amount Due/Paid: <u>200.00</u>
Payment Method: <u>1151</u>

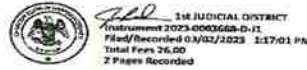
MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



I SHAWN BARLOW, owner of the property located at 114 E THIRD ST C, Tax Parcel 0613B-03-046.000 affirm that I am in compliance with building codes, deed restrictions and/or covenants, and have paid all applicable taxes, fees and other charges. I acknowledge that a violation of the ordinances of the City of Long Beach shall result in the suspension or revocation of the permit.

Shawn Barlow
signature

4/19/23
date



Indexing: The East 50 feet of Lot 10, Block 8, of ORIGINAL LONG BEACH
Harrison County, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

Prepared by and return to:
David B. Estes
MS Bar No. 101404
Integrity Land Title, LLC
1806 23rd Avenue, Ste A
Gulfport, MS 39501
(228)896-8962
File #4536

WARRANTY DEED

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

BARLOW BUILDERS, INC.
A Mississippi Corporation
P.O. Box 3296
Gulfport, MS 39505
(228) 297-5556

does hereby SELL, CONVEY and WARRANT unto

THIRD AT TOWN GREEN, LLC
A Mississippi Limited Liability Company
P.O. Box 3296
Gulfport, MS 39505
(228) 297-5556

the following described land together with all improvements thereon located in the First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

The East 50 feet of Lot 10, Block 8, of ORIGINAL LONG BEACH, a subdivision of the City of Long Beach, Harrison County, Mississippi, as per the official map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, First Judicial District, Mississippi.

THIS CONVEYANCE is subject to any and all easements, restrictive or protective covenants, rights-of-way, zoning ordinances and reservations affecting said property of record. THE ABOVE described property is no part of the homestead of the Grantors nor any part thereof.

TAXES for the year 2023 are hereby prorated and the same are hereby assumed by the Grantee herein. It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and that when said taxes are actually determined, if the proration as of this date is incorrect, the parties herein agree to pay on a basis of an actual proration. All subsequent years' taxes are specifically assumed by Grantee herein.

WITNESS its signature on this the 28 day of February, 2023.

BARLOW BUILDERS, INC.
A Mississippi Corporation
By: Mark Barlow
Mark Barlow

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state on this 28 day of February, 2023, within my jurisdiction, the within named Mark Barlow who acknowledged that he is the President of BARLOW BUILDERS, INC., A Mississippi Corporation, and that for and on behalf of said corporation, and as its act and deed he executed the above foregoing instrument, after first having been duly authorized by said corporation so to do.



David B. Estes
NOTARY PUBLIC

(SEAL)

My Commission Expires:

**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
Third at Town Green
114 E Third Street, Units C & D**

Parking Rules & Plan

The multi-use premises includes (4) total units - (2) commercial spaces below, (2) residential spaces above with limited parking in the rear and satellite parking directly south across E Third Street.

(1) Assigned parking space is designated for each unit with (1) remaining open parking space and (1) designated disabled parking space.

Short-term rental tenants will be instructed to utilize their assigned parking spot, the remaining open spot (if available), then satellite parking across the street. Tenants will be prohibited from parking anywhere other than previously stated, including the city street and will be notified they must comply with all applicable laws and ordinances pertaining to parking at the premises.

Trash Management Plan

City contracted trash and recycle bins are supplied for each unit. Tenants will be instructed to deposit all trash in bags, then in the assigned bin provided. If a tenant is residing in a unit Sunday night they will be asked to put the can out for Monday morning pick-up. Ultimately the owner/property manager will see to it that all trash is disposed of properly and that bins are on the curb for pick-up then removed from the curb in a timely manner.

**THIRD AT TOWN GREEN
SHORT-TERM RENTAL AGREEMENT**

1. PARTIES. This Vacation (Short Term) Rental Agreement (hereinafter the "Agreement") entered on [MM/DD/YYYY] is made between:
[GUEST NAME] (Hereinafter known as the "Guest") with a mailing address of [GUEST MAILING ADDRESS] AND
Third at Town Green, LLC ("Hereinafter known as the "Landlord") with a mailing address of **P.O. Box 100, Long Beach, MS 39560**, collectively referred to in this Agreement as the "Parties", hereby agree as follows:

2. PREMISES. The rental property, hereinafter known as the "Premises" is located at:
Property Address: **114 E Third Street, Unit C, Long Beach, MS 39560.**

3. RENTAL TERM. This term shall begin on [MM/DD/YYYY], at [TIME] AM PM ("Move-in" date) and end on [MM/DD/YYYY] at [TIME] AM PM ("Move-out" date). Together known as the "Rental Term".

4. RENTAL RATE, FEES, DEPOSIT, & TOTAL.

a. RENTAL RATE. The total rent to be paid by the Guest to the Landlord throughout the term of this Agreement is equal to \$[TOTAL RENT], equal to [#] days at \$[DAILY RENT] per day.

b. FEES & TAXES. The Guest will be responsible for paying for the following expenses (check all that apply):
 - Cleaning fee: \$[AMOUNT]
 - Taxes: \$[AMOUNT]
 - Other [OTHER] : \$[AMOUNT]

c. INITIAL DEPOSIT. The Guest will be charged a Non-refundable Refundable (check one) deposit of \$[DEPOSIT] that is due [#] days prior to the check-in date. If

**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Refundable, the Landlord shall return the deposit (less any damages and/or excessive cleaning) to the Guest within [#] days after the check-out date.

d. **TOTAL DUE.** The Total Amount the Guest is responsible for paying for is:

Rental costs: \${AMOUNT}
Cleaning fee: \${AMOUNT}
Taxes: \${AMOUNT}
Deposit: \${AMOUNT}
TOTAL: \${AMOUNT}

5. **PAYMENT.** Acceptable payment methods include:

- Credit / Debit Card
- Check
- PayPal / Venmo (Send to: [PAYPAL / VENMO LINK])
- Other: [OTHER PAYMENT METHOD]

6. **KEYS.** All keys are to be picked up at the beginning of the Rental Term at [DESCRIBE KEYS PICKUP LOCATION] and shall be returned at the end of the Rental Term at [DESCRIBE KEYS DROPOFF LOCATION]. It is strongly advised that the Guest test all keys upon Move-in.

7. **PETS.** The Guest is (check one):

- Permitted to have [#] pet(s) on the Premises, **ONLY** consisting of [DESCRIBE PERMITTED TYPE(S) OF PETS] (write "all" if no pet restrictions).
- NOT permitted to have pets of any nature on the Premises.

8. **PARKING.** The Guest (check one):

- Is allotted [#] parking space(s), Location of the space(s): [DESCRIBE PARKING SPACE(S)].
- Is NOT allotted any parking spaces (Guest is limited to street or non-reserved parking).

eSign

Page 2 of 6

9. **TRASH DISPOSAL.** Guest shall dispose of all waste during the rental term by the following means [DESCRIBE TRASH DISPOSAL PROCESS].

10. **CONTACT INFORMATION.** The Guest can contact the following individual for questions or concerns during the Rental Term:

Landlord / Agent's Name: [LANDLORD / AGENT NAME]
Address: [LANDLORD MAILING ADDRESS]
Telephone: [LANDLORD PHONE NUMBER]
Email: [LANDLORD EMAIL]

11. **WAIVER.** No delay or failure of the Landlord to enforce any part of this Agreement shall be deemed as a waiver thereof, nor shall any acceptance of any partial payment of rent or any other amount due be deemed a waiver of the Landlord's right to the entire amount due.

12. **CANCELLATION.** If Guest cancels their reservation within ten (10) days of the Move-in date, the Initial Deposit will be forfeited.

13. **SUBLETTING.** The Guest shall not sublet the Premises without the written consent of the Landlord.

14. **ENTRY.** The Landlord shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of any repair, modification, alteration, installation, or other reasonable action, so long they provide at least twenty-four (24) hours' notice to the Guest.

15. **MAINTENANCE.** The Guest shall maintain the premises in a good, clean, and ready to rent condition, and use the premises only in a careful and lawful manner. The Guest shall leave the premises in a ready to rent condition at the expiration of the rental agreement, defined by the Landlord as being immediately habitable by proceeding guests. The Guest shall pay for maintenance and repairs should the premises be left in a lesser condition. The Guest agrees that the Landlord shall deduct costs of said services from the security deposit prior to refund if tenants cause damage to the premises or its furnishings.

eSign

Page 3 of 6

**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

- 16. **OCCUPANCY LIMIT.** The rental rate is based upon a maximum occupancy of two (2) occupants per bedroom. Occupancy (having more than two persons per bedroom) is a serious violation and breach of Agreement, and the Landlord reserves the right to deny access or to have the premises vacated with no refund of monies.
- 17. **NOTICES.** Any and all notices sent by the Landlord or the Guest to each other shall be sent to the addresses as located on the first page of the Agreement.
- 18. **POSSESSION & SURRENDER.** Guest shall be entitled to possession of the Premises on the 1st day of the Rental Term. Upon termination of the Agreement, Guest shall peaceably surrender the Premises to the Landlord in good condition, as it was at the commencement of the Agreement, excluding reasonable wear and tear.
- 19. **JOINT AND SEVERAL.** If the Guest is comprised of more than one person, each person shall be jointly and severally liable under this Agreement.
- 20. **ATTORNEY'S FEES.** Guest agrees to pay for all reasonable costs, attorney's fees, and expenses that result from the Landlord enforcing this Agreement.
- 21. **REFUNDS.** The Guest shall not receive a refund due to a shortened stay and/or poor experience that resulted from unfavorable weather conditions.
- 22. **LIABILITY.** The Landlord is not liable for any loss or damage to the personal property of the Guest or their guests, unless the loss is a direct result of the Landlord's action. The Guest is liable for the acts of anyone listed in this Agreement in addition to any guest that they should allow on the Premises. Tenants expressly recognize that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenants, and that Tenants should purchase their own insurance for Tenants and Guests if such coverage is desired.
- 23. **HAZARDOUS MATERIALS.** The Guest agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into

eSign

Page 4 of 6

the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, ammunition, fuel, propane, kerosene, m-oil, fireworks, or any other related content in the form of a liquid, solid, or gas.

- 24. **ENTIRE AGREEMENT.** This Agreement contains all of the terms agreed to by the Parties and may be modified or amended only by written agreement signed by the Landlord and Guest. This Agreement replaces all previous discussions, understandings and oral agreements. The Parties agree to the terms and conditions and shall be bound until the termination of the Agreement.
- 25. **GOVERNING LAW.** This Agreement shall be governed by the laws of the state of [STATE NAME].
- 26. **LEAD BASED PAINT.** The Premises (check one):
 - Was built prior to 1978. An attachment titled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" has been affixed to the Agreement and must be initialed and signed by the Parties.
 - Was not built prior to 1978.
- 27. **ADDITIONAL PROVISIONS.**

[LIST ANY ADDITIONAL TERMS & CONDITIONS HERE].

eSign

Page 5 of 6

MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed on the day and year first above written.

Landlord's Signature: _____ Date: [MM/DD/YYYY]
Printed Name: [LANDLORD FULL NAME]

Guest's Signature: _____ Date: [MM/DD/YYYY]
Printed Name: [GUEST FULL NAME]

Guest's Signature: _____ Date: [MM/DD/YYYY]
Printed Name: [GUEST FULL NAME]

eSign

Page 6 of 6

BOOKING CONFIRMATION

Hi [GUEST NAME],

We appreciate you choosing [RENTAL COMPANY] for your stay. Please sign the attached lease agreement and deliver the required payment below to the listed address.

If you have any questions, don't hesitate to reach out!

Thank you,

[OWNER / MANAGER]

PROPERTY INFORMATION
Street: _____ Unit: _____
City: _____ State: _____ ZIP: _____

RESERVATION INFORMATION
Check-in: ____ / ____ / ____ after ____ : ____ AM PM
Check-out: ____ / ____ / ____ before ____ : ____ AM PM
Number (#) of Adults: ____ Number (#) of Children (under 18): ____ # of Pets: ____

RATE & FEES
UPFRONT DEPOSIT: \$ _____ due ____ day(s) prior to Check-in.
Total booking time: _____ days @ \$ _____ / day = \$ _____
+ Cleaning fee: \$ _____
+ Misc. fee: \$ _____
+ Sales tax: \$ _____
- Upfront deposit: \$ _____
= TOTAL: \$ _____ Due before ____ / ____ / ____
Accepted payment methods: Cash Check Credit PayPal Venmo

eSign

**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
03/31/2023

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Arde Insurance Group, Inc 750 E PASS RD Gulfport MS 39507	PHONE I/A/C No. Ext: (228) 897-2404	COMPANY Sulton Specialty Insurance Company
FAX I/A/C No: (228) 897-2405	E-MAIL ADDRESS: jennifer@ardeinsurancegroup.com	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #: GPT031632022		
INSURED Third at Town Green PO Box 100 Long Beach, MS 39560	LOAN NUMBER	POLICY NUMBER JJ10465253
	EFFECTIVE DATE 04/01/2023	EXPIRATION DATE 04/01/2024
		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION

LOCATION/DESCRIPTION
114 E Third St
Long Beach MS 39560

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION	PERILS INSURED				AMOUNT OF INSURANCE	DEDUCTIBLE
	PERILS INSURED	BASIC	BROAD	SPECIAL		
Building Business Personal Property				<input checked="" type="checkbox"/>	\$715,000 \$50,000	\$5000 AOP 5% wind Hail

REMARKS (Including Special Conditions)

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS Community Bank of MS PO Box 3848 Coppell, Tx 75019	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	<input checked="" type="checkbox"/> MORTGAGEE		
LOAN #			
AUTHORIZED REPRESENTATIVE 			

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Tina Dahl

From: Donald Frazer <dona1d@ardeinsurancegroup.com>
Sent: Wednesday, April 26, 2023 10:03 AM
To: Tina Dahl
Subject: Third at Town Green and Massey

Tina,

Please except this email as confirmation that both policies for Third at town green and Terry M Massey's policies include coverage for short term rental. Please call me with any questions.

Sincerely

Donald Frazer
Arde insurance Group

Sent from my iPhone

**MINUTES OF APRIL 27, 2023
REGULAR MEETING**

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

After considerable discussion, Commissioner Walters made motion, seconded by Commissioner Glenn and unanimously carried recommending to approve the application as submitted.

It came for discussion under New Business, a Short-Term Rental application for the property located at 114 East Third Street, Unit D, Tax Parcel 0612B-03-026.000, submitted by Third by Town Green, LLC (owner) and Shawn Barlow (property manager), as follows:

MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CITY OF LONG BEACH, MISSISSIPPI		
APPLICATION FOR SHORT-TERM RENTAL		
PHYSICAL ADDRESS: 201 JEFF DAVIS AVENUE LONG BEACH, MS 39560	PHONE: (228) 863-1554 FAX: (228) 863-1558	MAILING ADDRESS: POST OFFICE BOX 929 LONG BEACH, MS 39560

PROPERTY INFORMATION:
 ADDRESS: 114 E THIRD STREET D Tax Parcel # 0612B-03-026.000
 (Location of Short-Term Rental)

OWNER'S INFORMATION:
 Property Owner's Name: THIRD AT TOWN GREEN, LLC
 Property Owner's Address: PO BOX 100, LONG BEACH, MS 39560
 Property Owner's Mailing Address, if different from above: _____

Property Owner's Phone No: 888 897 5556 City State Zip
 Email Address: 3TOWNGREEN@GMAIL.COM

Is there a homeowner's association for the neighborhood? _____ If so, please provide written statement of support of short term rental?

PROPERTY MANAGER INFORMATION:
 Property Manager's Name: SHAWN BARLOW
 Property Manager's Address: (Must be a local contact)
308 E THIRD STREET LONG BEACH MS 39560
 City State Zip
 Property Manager's Phone No: 888 897 5556 Email Address: 3TOWNGREEN@GMAIL.COM

PLEASE PROVIDE THE FOLLOWING:

- Mississippi Sales Tax ID # 88-8806368
- Recorded Warranty Deed
- Parking Rules & Plan
- Trash Management Plan
- Copy of Proposed Rental Agreement
- Proof of Liability Insurance, which includes short term rental coverage

ADDITIONAL INFORMATION:

- Completed written statement of compliance.
- FEES: \$250, nonrefundable application fee. \$500, yearly renewable fee. Checks should be made payable to the City of Long Beach.
- LICENSE: A Privilege Tax License must be applied and paid for after approval.
- INCOMPLETE APPLICATIONS will not be processed.

AFFIDAVIT

I HEREBY CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT ALL INFORMATION CONTAINED HEREIN TRUE AND CORRECT; I ACKNOWLEDGE RECEIPT OF AND AGREE TO COMPLY WITH THE RULES & REGULATIONS OF SHORT-TERM RENTALS (Ordinance 660), ALL APPLICABLE CODES, ORDINANCES AND STATE LAWS. VIOLATION OF ANY CODES OR REGULATIONS SHALL RESULT IN THE SUSPENSION OR REVOCATION OF THE PERMIT.

SHAWN BARLOW Shawn Barlow 4/19/23
 PRINT NAME SIGNATURE DATE

BELOW IS FOR OFFICE USE ONLY			
Maximum Occupancy: <u>6</u>	Maximum Vehicles allowed: <u>1</u>	Number of bedrooms: <u>2</u>	Number of people home can accommodate: <u>6</u>

I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES; AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.

Building Official Signature: [Signature] Date: 4/19/23
 Fire Inspector Signature: _____ Date: _____

COMMENTS: _____

Date Received: <u>4-19-23</u>	_____
Agenda Date: <u>4-27-23</u>	_____
Amount Due/Paid: <u>250.00</u>	_____
Payment Method: <u>1132</u>	_____

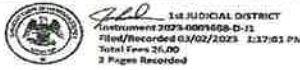
MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



I SHAWN BARLOW, owner of the property located at 114 E THIRD ST D, Tax Parcel 0613B-03-036-000 affirm that I am in compliance with building codes, deed restrictions and/or covenants, and have paid all applicable taxes, fees and other charges. I acknowledge that a violation of the ordinances of the City of Long Beach shall result in the suspension or revocation of the permit.

Shawn Barlow
signature

4/19/23
date



Indexing: The East 50 feet of Lot 10, Block 8, of ORIGINAL LONG BEACH
Harrison County, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

Prepared by and return to:
David B. Estes
MS Bar No. 101404
Integrity Land Title, LLC
1806 23rd Avenue, Ste A
Gulfport, MS 39501
(228)896-8962
File #44536

WARRANTY DEED

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

BARLOW BUILDERS, INC.
A Mississippi Corporation
P.O. Box 3296
Gulfport, MS 39505
(228) 297-5556

does hereby SELL, CONVEY and WARRANT unto

THIRD AT TOWN GREEN, LLC
A Mississippi Limited Liability Company
P.O. Box 3296
Gulfport, MS 39505
(228) 297-5556

the following described land together with all improvements thereon located in the First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

The East 50 feet of Lot 10, Block 8, of ORIGINAL LONG BEACH, a subdivision of the City of Long Beach, Harrison County, Mississippi, as per the official map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, First Judicial District, Mississippi.

THIS CONVEYANCE is subject to any and all easements, restrictive or protective covenants, rights-of-way, zoning ordinances and reservations affecting said property of record.

THE ABOVE described property is no part of the homestead of the Grantors nor any part thereof.

TAXES for the year 2023 are hereby prorated and the same are hereby assumed by the Grantee herein. It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and that when said taxes are actually determined, if the proration as of this date is incorrect, the parties herein agree to pay on a basis of an actual proration. All subsequent years' taxes are specifically assumed by Grantee herein.

WITNESS its signature on this the 28 day of February, 2023.

BARLOW BUILDERS, INC.
A Mississippi Corporation
By: Mark Barlow
Mark Barlow

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state on this 28 day of February, 2023, within my jurisdiction, the within named Mark Barlow who acknowledged that he is the President of BARLOW BUILDERS, INC., A Mississippi Corporation, and that for and on behalf of said corporation, and as its act and deed he executed the above foregoing instrument, after first having been duly authorized by said corporation so in



David B. Estes
NOTARY PUBLIC

(SEAL)

My Commission Expires:

MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
Third at Town Green
114 E Third Street, Units C & D

Parking Rules & Plan

The multi-use premises includes (4) total units - (2) commercial spaces below, (2) residential spaces above with limited parking in the rear and satellite parking directly south across E Third Street.

(1) Assigned parking space is designated for each unit with (1) remaining open parking space and (1) designated disabled parking space.

Short-term rental tenants will be instructed to utilize their assigned parking spot, the remaining open spot (if available), then satellite parking across the street. Tenants will be prohibited from parking anywhere other than previously stated, including the city street and will be notified they must comply with all applicable laws and ordinances pertaining to parking at the premises.

Trash Management Plan

City contracted trash and recycle bins are supplied for each unit. Tenants will be instructed to deposit all trash in bags, then in the assigned bin provided. If a tenant is residing in a unit Sunday night they will be asked to put the can out for Monday morning pick-up. Ultimately the owner/property manager will see to it that all trash is disposed of properly and that bins are on the curb for pick-up then removed from the curb in a timely manner.

THIRD AT TOWN GREEN SHORT-TERM RENTAL AGREEMENT

1. **PARTIES.** This Vacation (Short Term) Rental Agreement (hereinafter the "Agreement") entered on [MM/DD/YYYY] is made between:
 [GUEST NAME] (Hereinafter known as the "Guest") with a mailing address of [GUEST MAILING ADDRESS] AND
Third at Town Green, LLC ("Hereinafter known as the "Landlord") with a mailing address of **P.O. Box 100, Long Beach, MS 39560**, collectively referred to in this Agreement as the "Parties", hereby agree as follows:
2. **PREMISES.** The rental property, hereinafter known as the "Premises" is located at:
 Property Address: **114 E Third Street, Unit D, Long Beach, MS 39560.**
3. **RENTAL TERM.** This term shall begin on [MM/DD/YYYY], at [TIME] AM PM ("Move-in" date) and end on [MM/DD/YYYY] at [TIME] AM PM ("Move-out" date). Together known as the "Rental Term".
4. **RENTAL RATE, FEES, DEPOSIT, & TOTAL.**
 - a. **RENTAL RATE.** The total rent to be paid by the Guest to the Landlord throughout the term of this Agreement is equal to \$[TOTAL RENT], equal to [#] days at \$[DAILY RENT] per day.
 - b. **FEES & TAXES.** The Guest will be responsible for paying for the following expenses (check all that apply):
 - Cleaning fee: \$[AMOUNT]
 - Taxes: \$[AMOUNT]
 - Other [OTHER]: \$[AMOUNT]
 - c. **INITIAL DEPOSIT.** The Guest will be charged a Non-refundable Refundable (check one) deposit of \$[DEPOSIT] that is due [#] days prior to the check-in date. If

MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Refundable, the Landlord shall return the deposit (less any damages and/or excessive cleaning) to the Guest within [#] days after the check-out date.

d. **TOTAL DUE.** The Total Amount the Guest is responsible for paying for is:

Rental costs: \$[AMOUNT]
 Cleaning fee: \$[AMOUNT]
 Taxes: \$[AMOUNT]
 Deposit: \$[AMOUNT]
TOTAL: \$[AMOUNT]

5. **PAYMENT.** Acceptable payment methods include:

- Credit / Debit Card
- Check
- PayPal / Venmo (Send to: [PAYPAL / VENMO LINK])
- Other: [OTHER PAYMENT METHOD]

6. **KEYS.** All keys are to be picked up at the beginning of the Rental Term at [DESCRIBE KEYS PICKUP LOCATION] and shall be returned at the end of the Rental Term at [DESCRIBE KEYS DROPOFF LOCATION]. It is strongly advised that the Guest test all keys upon Move-in.

7. **PETS.** The Guest is (check one):

- Permitted to have [#] pet(s) on the Premises, ONLY consisting of [DESCRIBE PERMITTED TYPE(S) OF PETS] (write "all" if no pet restrictions").
- NOT permitted to have pets of any nature on the Premises.

8. **PARKING.** The Guest (check one):

- Is allotted [#] parking space(s). Location of the space(s): [DESCRIBE PARKING SPACE(S)].
- Is NOT allotted any parking spaces (Guest is limited to street or non-reserved parking).

eSign

Page 2 of 6

9. **TRASH DISPOSAL.** Guest shall dispose of all waste during the rental term by the following means [DESCRIBE TRASH DISPOSAL PROCESS].

10. **CONTACT INFORMATION.** The Guest can contact the following individual for questions or concerns during the Rental Term:

Landlord / Agent's Name: [LANDLORD / AGENT NAME]
 Address: [LANDLORD MAILING ADDRESS]
 Telephone: [LANDLORD PHONE NUMBER]
 Email: [LANDLORD EMAIL]

11. **WAIVER.** No delay or failure of the Landlord to enforce any part of this Agreement shall be deemed as a waiver thereof, nor shall any acceptance of any partial payment of rent or any other amount due be deemed a waiver of the Landlord's right to the entire amount due.

12. **CANCELLATION.** If Guest cancels their reservation within ten (10) days of the Move-in date, the Initial Deposit will be forfeited.

13. **SUBLETTING.** The Guest shall not sublet the Premises without the written consent of the Landlord.

14. **ENTRY.** The Landlord shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of any repair, modification, alteration, installation, or other reasonable action, so long they provide at least twenty-four (24) hours' notice to the Guest.

15. **MAINTENANCE.** The Guest shall maintain the premises in a good, clean, and ready to rent condition, and use the premises only in a careful and lawful manner. The Guest shall leave the premises in a ready to rent condition at the expiration of the rental agreement, defined by the Landlord as being immediately habitable by proceeding guests. The Guest shall pay for maintenance and repairs should the premises be left in a lesser condition. The Guest agrees that the Landlord shall deduct costs of said services from the security deposit prior to refund if tenants cause damage to the premises or its furnishings.

eSign

Page 3 of 6

**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

16. **OCCUPANCY LIMIT.** The rental rate is based upon a maximum occupancy of two (2) occupants per bedroom. Occupancy (having more than two persons per bedroom) is a serious violation and breach of Agreement, and the Landlord reserves the right to deny access or to have the premises vacated with no refund of monies.
17. **NOTICES.** Any and all notices sent by the Landlord or the Guest to each other shall be sent to the addresses as located on the first page of the Agreement.
18. **POSSESSION & SURRENDER.** Guest shall be entitled to possession of the Premises on the 1st day of the Rental Term. Upon termination of the Agreement, Guest shall peaceably surrender the Premises to the Landlord in good condition, as it was at the commencement of the Agreement, excluding reasonable wear and tear.
19. **JOINT AND SEVERAL.** If the Guest is comprised of more than one person, each person shall be jointly and severally liable under this Agreement.
20. **ATTORNEY'S FEES.** Guest agrees to pay for all reasonable costs, attorney's fees, and expenses that result from the Landlord enforcing this Agreement.
21. **REFUNDS.** The Guest shall not receive a refund due to a shortened stay and/or poor experience that resulted from unfavorable weather conditions.
22. **LIABILITY.** The Landlord is not liable for any loss or damage to the personal property of the Guest or their guests, unless the loss is a direct result of the Landlord's action. The Guest is liable for the acts of anyone listed in this Agreement in addition to any guest that they should allow on the Premises. Tenants expressly recognize that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenants, and that Tenants should purchase their own insurance for Tenants and Guests if such coverage is desired.
23. **HAZARDOUS MATERIALS.** The Guest agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into

eSign

Page 4 of 6

the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, ammunition, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.

24. **ENTIRE AGREEMENT.** This Agreement contains all of the terms agreed to by the Parties and may be modified or amended only by written agreement signed by the Landlord and Guest. This Agreement replaces all previous discussions, understandings, and oral agreements. The Parties agree to the terms and conditions and shall be bound until the termination of the Agreement.
25. **GOVERNING LAW.** This Agreement shall be governed by the laws of the state of [STATE NAME].
26. **LEAD BASED PAINT.** The Premises (check one):
- Was built prior to 1978. An attachment titled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" has been affixed to the Agreement and must be initialed and signed by the Parties.
- Was not built prior to 1978.
27. **ADDITIONAL PROVISIONS.**
- [LIST ANY ADDITIONAL TERMS & CONDITIONS HERE].

eSign

Page 5 of 6

MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed on the day and year first above written.

Landlord's Signature: Date: [MM/DD/YYYY]
Printed Name: [LANDLORD FULL NAME]

Guest's Signature: Date: [MM/DD/YYYY]
Printed Name: [GUEST FULL NAME]

Guest's Signature: Date: [MM/DD/YYYY]
Printed Name: [GUEST FULL NAME]

eSign

Page 6 of 6

BOOKING CONFIRMATION

Hi [GUEST NAME],

We appreciate you choosing [RENTAL COMPANY] for your stay. Please sign the attached lease agreement and deliver the required payment below to the listed address.

If you have any questions, don't hesitate to reach out!

Thank you,

[OWNER / MANAGER]

PROPERTY INFORMATION
Street: Unit:
City: State: ZIP:

RESERVATION INFORMATION
Check-in: after : AM PM
Check-out: before : AM PM
Number (#) of Adults: Number (#) of Children (under 18): # of Pets:

RATE & FEES
UPFRONT DEPOSIT: \$ due day(s) prior to Check-in.
Total booking time: days @ \$ / day = \$
+ Cleaning fee: \$
+ Misc. fee: \$
+ Sales tax: \$
- Upfront deposit: \$
= TOTAL: \$ Due before / /
Accepted payment methods: Cash Check Credit PayPal Venmo

eSign

**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
03/31/2023

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Arde Insurance Group, Inc 750 E PASS RD. Gulfport MS 39507	PHONE (A/C, No, Ext): (228) 897-2404	COMPANY Sutton Specialty Insurance Company
FAX (A/C, No): (228) 897-2405	E-MAIL ADDRESS: jennifer@ardeinsurancegroup.com	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #: GPT031632022		
INSURED Third at Town Green PO Box 100 Long Beach, MS 39560	LOAN NUMBER	POLICY NUMBER JJ10465253
	EFFECTIVE DATE 04/01/2023	EXPIRATION DATE 04/01/2024
	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION

LOCATION/DESCRIPTION
114 E Third St
Long Beach MS 39560

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE
Building					\$715,000	\$5000 AOP
Business Personal Property					\$50,000	5% wind Hail

REMARKS (Including Special Conditions)

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS Community Bank of MS PO Box 3848 Coppell, Tx 75019	<input checked="" type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	<input checked="" type="checkbox"/> MORTGAGEE		
	LOAN #		
	AUTHORIZED REPRESENTATIVE 		

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Tina Dahl

From: Donald Frazer <dona1d@ardeinsurancegroup.com>
Sent: Wednesday, April 26, 2023 10:03 AM
To: Tina Dahl
Subject: Third at Town Green and Massey

Tina,

Please except this email as confirmation that both policies for Third at town green and Terry M Massey's policies include coverage for short term rental. Please call me with any questions.

sincerely

Donald Frazer
Arde insurance Group

sent from my iPhone

**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

After considerable discussion, Commissioner Walters made motion, seconded by Commissioner Levens and unanimously carried recommending to approve the application as submitted.

Vice Chairman Shawn Barlow returned to the meeting at this time.

It came for discussion under New Business, a Short-Term Rental application for the property located at 609 Gardendale Avenue, Tax Parcel 0612A-05-020.000, submitted by Anna Wyrick (owner and property manager), as follows:

MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CITY OF LONG BEACH, MISSISSIPPI
APPLICATION FOR SHORT-TERM RENTAL

PHYSICAL ADDRESS: 201 JEFF DAVIS AVENUE LONG BEACH, MS 39560
PHONE: (228) 863-1554 FAX: (228) 863-1558
MAILING ADDRESS: POST OFFICE BOX 929 LONG BEACH, MS 39560

PROPERTY INFORMATION:
ADDRESS: 609 gardendale Ave. Tax Parcel # 0012A-05020.00
(Location of Short-Term Rental)

OWNER'S INFORMATION:
Property Owner's Name: Anna Wyrick
Property Owner's Address: 609 gardendale Ave.
Property Owner's Mailing Address, if different from above:

City State Zip
Property Owner's Phone No: 5134485547 Email Address: annamarie.wyrick@gmail.com

Is there a homeowner's association for the neighborhood? If so, please provide written statement of support of short term rental?

PROPERTY MANAGER INFORMATION:
Property Manager's Name: Anna Wyrick
Property Manager's Address: (Must be a local contact)
609 gardendale Ave.
City State Zip

Property Manager's Phone No.: 5134485547 Email Address: annamarie.wyrick@gmail.com

- PLEASE PROVIDE THE FOLLOWING:
- Mississippi Sales Tax ID # Airbnb / N/A
 - Recorded Warranty Deed. ✓
 - Parking Rules & Plan
 - Trash Management Plan
 - Copy of Proposed Rental Agreement
 - Proof of Liability Insurance, which includes short term rental coverage

- ADDITIONAL INFORMATION:
- Completed written statement of compliance.
 - FEEES: \$250, nonrefundable application fee. \$500, yearly renewable fee. Checks should be made payable to the City of Long Beach.
 - LICENSE: A Privilege Tax License must be applied and paid for after approval.
 - INCOMPLETE APPLICATIONS will not be processed.

AFFIDAVIT

I HEREBY CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT ALL INFORMATION CONTAINED HEREIN TRUE AND CORRECT; I ACKNOWLEDGE RECEIPT OF AND AGREE TO COMPLY WITH THE RULES & REGULATIONS OF SHORT-TERM RENTALS (Ordinance 660), ALL APPLICABLE CODES, ORDINANCES AND STATE LAWS. VIOLATION OF ANY CODES OR REGULATIONS SHALL RESULT IN THE SUSPENSION OR REVOCATION OF THE PERMIT.

Anna Wyrick Anna Wyrick 04/03/2023
PRINT NAME SIGNATURE DATE

BELOW IS FOR OFFICE USE ONLY

I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES; AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.

Building Official Signature: [Signature] Date: 4/26/23
Fire Inspector Signature: _____ Date: _____

COMMENTS: _____

Date Received: 4-20-23
Agenda Date: 4-27-23
Amount Due/Paid: 250.00
Payment Method: 0101

MINUTES OF APRIL 27, 2023
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I, Anna Wyrick, owner of the property located at 609 Gardendale Ave., Tax Parcel 0428-09-50-000, affirm that I am in compliance with building codes, deed restrictions and/or covenants, and have paid all applicable taxes, fees and other charges. I acknowledge that a violation of the ordinances of the City of Long Beach shall result in the suspension or revocation of the permit.

Anna Wyrick
signature

04/03/2023
date

SCANNED

2023

1st JUDICIAL DISTRICT
Instrument 2023 0001904 0-11
Rec'd/Recorded 04/03/2023 10:23:03 AM
Total fees \$8.00
8 Pages Recorded

Prepared by:
David B. Piger
Attorney at Law
1405 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantor:
Supreme Legacy Investment Group, LLC
A Mississippi limited liability company
299 Beauvoir Rd. Ste 100-1114
Biloxi, MS 39531
(728) 363-0048

Return To:
David B. Piger
Attorney at Law
1405 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantee:
Anna Marie Wyrick
609 Gardendale Avenue
Long Beach, MS 39560
(815) 448-5647

File No. F220153

INDEXING INSTRUCTIONS: Lot 28, Blk 2, Gardendale Subd., 1st JD, Harrison County, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Supreme Legacy Investment Group, LLC, a Mississippi limited liability company, does hereby sell, convey and warrant unto Anna Marie Wyrick, all of the certain tract, piece or parcel of land situated in the First Judicial District of Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereto belonging, and being more particularly described as follows, to-wit:

Lot 28, Block 2, Gardendale Subdivision, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi, in Plat Book 13, at Page 12.

This being the same property as that conveyed to Supreme Legacy Investment Group, LLC, a Mississippi limited liability company by instrument recorded in instrument No. 2021-33017-D-11, Land Deed Records in the First Judicial District of Harrison County, Mississippi.

EXHIBIT
1
A

CORPORATE RESOLUTION

In a duly called meeting of all of the Officers and Members of Supreme Legacy Investment Group, LLC, a Mississippi limited liability company, it was unanimously approved by all of the Officers and Members that LaQuisha Arbuthnot has complete authority to sell 609 Gardendale Avenue, Long Beach, MS 39560 also described as follows:

Lot 28, Block 2, Gardendale Subdivision, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi, in Plat Book 13, at Page 12.

So approved and acknowledged this, the 23 day of JANUARY, 2023.

Supreme Legacy Investment Group, LLC,
a Mississippi limited liability company
By: *LaQuisha Arbuthnot*
LaQuisha Arbuthnot, Manager

CORPORATE ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF HARRISON

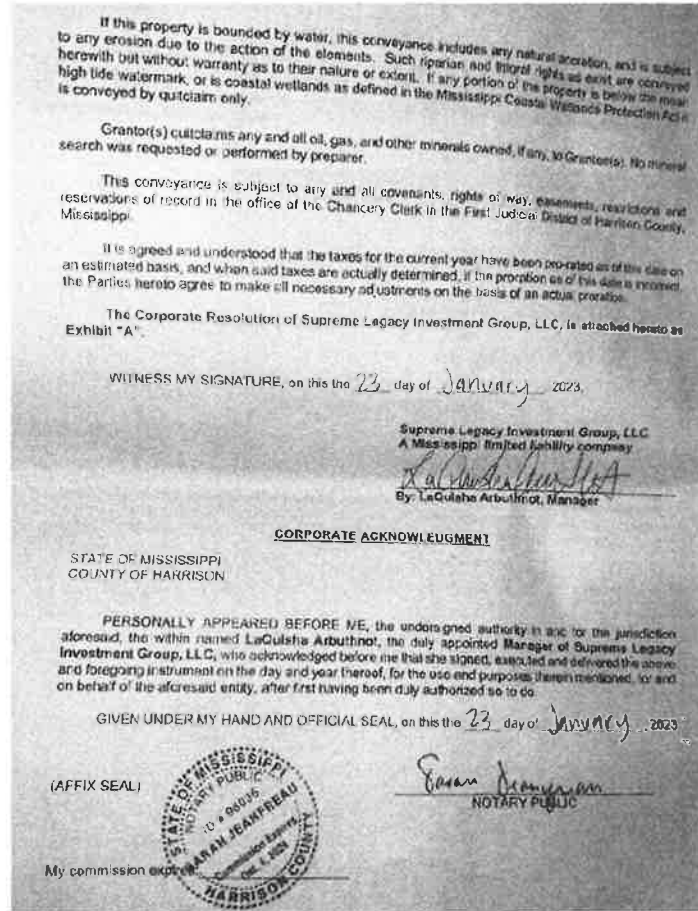
PERSONALLY APPEARED BEFORE ME, the undersigned authority to and for the jurisdiction referred, the within named LaQuisha Arbuthnot, Manager of Supreme Legacy Investment Group, LLC, a Mississippi limited liability company, who acknowledged before me that she signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned, for and on behalf of the aforesaid company, after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 23 day of JANUARY, 2023.
(AFFIX SEAL)

Sarah Jeanne
NOTARY PUBLIC

My commission expires JANUARY
SARA JEANNE
Notary Public
HARRISON COUNTY
Oct 4, 2024

**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



Trash management plan

Guests will dispose of all trash into the brown trash can located outside of the home. The cleaning service I've hired will take care of bringing the can to the curb on trash nights and take care of trash disposal.

Parking rules

In the driveway are two concrete slabs, which will be used only for parking. The driveway can fit two vehicles by the guests.

Short term rental plan

Check-in will be 3 o'clock pm and check out will be 11 AM. There is a pin pad on the door for guests to open the door, which will be changed after every stay. Parties and events will not be allowed on the property. Pets will not be allowed. the home will have a six guest maximum. The home will also be a smoke free home. No open flames and quiet time after 10 PM.

**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



Before you leave, please...

- Put all linens in the wicker hamper or into washing machine. We will take care of the rest!
- Load all dishes into the dishwasher.
- Empty and dispose of used food in the refrigerator.
- Pick up all garbage from the kitchen, bedrooms and bathroom, & dispose of it in the brown trash can outside.
- If you have moved any furniture, return it to its original location.
- The patio should be tidy and the grill should be clean if you have used it.
- Please set the thermostat to 78 degrees in summer, 65 in winter, and off during spring and fall.
- If you enjoyed your stay, don't forget to leave a review

Thank you!

Airbnb Searency



SCHEDULE AT A GLANCE

Named Insured:
Anna Wyrnick
5920 Lake Circle Drive
Fairfield, OH 45014

BINDER SUMMARY

Account Number: REIP0026538-CC
Submission No: S000128482
Effective Date: 4/01/2023
Expiration Date: 4/01/2024

Monthly Cost	
Net Monthly Cost:	\$163.50
Program Administration Fees:	\$36.06
Surplus Lines Tax:	\$2.00
Monthly Cost Subtotal:	\$201.56
Monthly Installment Fee:	\$7.00
Total Monthly Cost:	\$208.56
Summary	
Total Annual Cost	\$2,418.72
Account Setup Fee (one time):	\$50.00

Property Options		Coverage Amounts			Coverage Selected							Property Deductibles				Liability		Tenant Protector Plan			Cost						
Coverage Type		Property (Dwelling)	Loss of Rents	Contents	Property (Other Structures)	Named Storm	Flood	Terrorism	Earth Movement	Equipment Breakdown	PM, F & O	Service Line	Tenant Protector Plan	Ordinance or Law	All Peril	Theft	Wind / Hail	Named Storm	Flood	Earth Movement	Liability Limits	Liability Deductible	Liability Limits	Liability Deductible	Contents Limits	Contents Deductible	Monthly Cost
Location: 00301 - 802 Gardendale Avenue, Long Beach, ME 39580 (Single Family - Occupied)																											
RDV	Basic	0%	\$150,000	\$10,000	\$20,000	\$0	Y				Y	Y	Y	\$2,500	Exclude	3%	3%	Exclude	Exclude	\$1MM/\$2MM	\$0	\$50,000	\$500	\$10,000	\$500	\$163.50	

Cyber Liability Monthly Cost: \$0.00
 Monthly Cost Subtotal: \$201.56
 Monthly Installment Fee: \$7.00
Total Monthly Charges: \$208.56
Total Annual Cost: \$2,418.72
 Account Setup Fee (one time): \$50.00

* See complete proposal for limits.

MINUTES OF APRIL 27, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION



INSURANCE BINDER
THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, VALID FOR 30 DAYS.

Policy Period
From : 04/01/2023 To : 04/01/2024
120' All final line of the Named Insurer's address below.
Named Insured
Anna Mysick
5920 Lake Circle Drive
Fairfield, OH 45014

Property Information

Loc No. 0001 - 609 Gardendale Avenue Long Beach, MS 39560	Property Type	Single Family	Acct. No. REPC028238 00
	Unit Count	1	Pool/Hot Tub NO
Sq. Ft. 366	Occupancy	Occupied	Force-Placed NO

Coverages

Property Coverage - NRE3110222	
NRE3110222 - United National Insurance Company	Basic
Form*	
Dwelling Limit	\$150,000
Coverage Type	RCV
Co-Insurance	HL
Named Windstorm***	Included
Other Structures	Excluded
Loss Ratio	\$10,000
Contents Coverage	\$20,000
Ordinance or Law	
Coverage A - Loss to undamaged portion of building	\$150,000
Coverage R - Demolition Costs	\$15,000
Coverage C - Increase in cost of construction	\$15,000
Flood Coverage - E837699	Excluded
Earth Movement Coverage	Excluded
Tenant Protector Plan - Limit of Liability - 4-549-1-0000	\$60,000
Tenant Protector Plan - Tenant Contents- 4-549-1-0000	\$10,000
4-549-1-0000 - Lloyd's of London	
Terrorism/Political Violence Coverage	Excluded
Premises Liability Coverage - REB300C00001-00	\$1,000,000/\$2,000,000
REB300C00001-00 - Lia Specialty Insurance Company	
Medical Payments	\$2,500
Personal and Advertising Injury	Excluded
Product and Completed Operations	Excluded
Casualty Liability Limit	\$25,000
Equipment Breakdown Coverage	Excluded
Service Line Coverage	Excluded
Property Management E&O - NKLY5PTE0002007	\$1,000,000
NKLY5PTE0002007 - Cramer Insurance Company	

Property Information

Loc No. 0001 - 609 Gardendale Avenue
Long Beach, MS 39560

Deductibles

All Peril	\$2,500
Theft/VMM (\$30,000 Limit - Not to exceed dwelling limit)	Excluded
Wind/Hail	3% of the total insured value, subject to the AOP as a min.
Named Windstorm	3% of the total insured value, subject to the AOP as a min.
Flood	Excluded
Earth Movement	Excluded
Tenant Protector Plan - Contents (For the Tenant)	\$500
Tenant Protector Plan - Liability	\$500
Premises Liability	\$0
Equipment Breakdown	Excluded
Service Line	Excluded
Property Manager E&O	\$2,000

Cost Summary

Monthly

Monthly Cost	\$183.50
Program Administration Fee	\$35.06
Surplus Lines Tax	\$2.00
Total Monthly Cost	\$220.56
Account Set-up Fee (one-time charge)	\$51.70

Exclusions & Endorsements

- Misreporting the occupancy status (vacant, occupied, under renovation, or new construction) of any real estate property may result in a reduction of insurance coverage and/or a claim denial at the time of a loss.
- Basic form insurance coverage does not include insurance coverage for water damage or theft. Basic form insurance coverage extends over these causes of loss: fire, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot or civil commotion, volcanic action, sprinkler leakage, vandalism, and malicious mischief.
- This proposal does not include coverage for any intentional tenant damage to the client's real property(s), including, without limitation, malicious destruction before and during occupancy, or within 10 days of eviction or vacancy.
- Coverage for flood is not included.
- Coverage for earthquake shock is not included.
- Coverage for sinkhole is not included.
- Detached or secondary structures are excluded from coverage.
- Coverage for service line failure is not included.
- Coverage for property damage due to equipment breakdown or mechanical failure is not included.
- If detached or secondary structure is occupied or intended to be occupied by a tenant, it must be insured as a separate location.
- All units shall have operable smoke detectors present as coverage will be void in the event a loss occurs due to or arising out of a fire and it is determined that smoke detectors in working order were not present.
- Any pool located at an insured location must satisfy all governing laws (federal, state, local, municipal, etc...) concerning the ownership and maintenance of the pool which fails to satisfy such governing laws. In order for coverage to be afforded, the pool should be included in your coverage.
- Cyber liability coverage is excluded unless purchased separately.
- Professional Liability coverage is not included in the premise liability form purchased through the REinsurePro Program.
- Terrorism coverage is included at a rate of \$1.00 per unit per month unless specifically declined or excluded based on geographic location. See policy for coverage and exclusion details.
- For any roof that is more than fifteen years old, the roof and roof coverings will have the losses settled at Actual Cash Value.
- All coverage changes not reported to REinsurePro by close of business on the first day of the month will take effect as of the current month. Example: all January changes must be reported by February 1st in order to be backdated to a January effective date.
- Review policy links for a full list of policy exclusions.
- Damage to roofs and sidings that is considered to be cosmetic in nature and that does not affect the integrity of the roof will be excluded from coverage. This can include marring, pitting, spatter or splatter marks, blemishes/dents, dings, dimples/chips, scratches/gouges, grooves, or other superficial damage.

**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Quotation Questionnaire

What is the effective/start date(mm/dd/yyyy) of your coverage? 04/01/2023
 Have you had any claims in the past? NO

Property and Liability Questionnaire

Occupancy Status Occupied
 Cause Of Loss Basic
 What percentage(%) of tenants subsidized? 0
 Would you like to add the tenant protector plan to this location? YES
 Select desired TPP limit of liability 60000
 Would you like to add coverage for Earth Movement (Earthquake and Sinkhole)? NO
 Would you like to add Flood coverage? NO
 Would you like to add Ordinance or Law coverage? YES
 Would you like to add Terrorism & Political Violence? NO
 Would you like to add Equipment Breakdown coverage? NO
 Would you like to add PMHO coverage? YES
 Would you like to add Service Line coverage? NO
 Are any commercial operations occurring on the premises? NO
 Is this location professionally managed? NO
 Does the property owner self-manage this property? YES
 Does any commercial cooking occur on the premises? NO
 Is there a pool, hot tub, and/or spa at this location? NO
 Is the porch or roofline sagging? NO
 Are functioning smoke detectors installed? YES
 Are there any structural issues? NO
 Is this location used as a vacation or seasonal rental? YES
 Does the property have (either) Knob And Tube or Aluminum wiring? None
 Does the location contain a wood-burning stove? NO
 Is this lender placed coverage or a non performing note? NO
 Are there any detached structures on the property? NO
 Select your included limit of liability 1M/2M
 Is the location leased to students? NO
 Is Renters Insurance required? NO
 Are there any existing city/state housing code violations associated with this property? NO
 Are there any local/state rental law, code or statute violations associated with this property? NO
 Are locks changed or replaced upon a tenant leaving? YES
 Are there any existing damage or maintenance issues at this property? NO
 Does the location have a wood shake roof? NO
 When required, are the heating electrical and plumbing systems served by a qualified trade professional? YES
 Does the property have Exterior Insulating Finishing Systems (EIFS) on supporting structures? NO
 Is Premises kept in a well-maintained status? YES
 Is the property on stilts? (not including crawlspaces) NO
 Is location greater than 2 stories? NO
 Does the lender require Lenders Loss Payee? NO

Signature of Applicant Date

Total Account/Proposal cost breakdown:

Cost Summary

Monthly

Monthly Cost	\$163.50
Program Administration Fee	\$36.06
Monthly Installment Fee	\$7.00
Surplus Lines Tax	\$2.00
Total Monthly Cost	\$208.56
Account Set-up Fee (one-time charge)	\$50.00

Your Agent

ALLEN INSURANCE AGENCY LLC
 Gerald Allen
 (228) 822-1234
 228-822-1236
 gallen@alleninsagency.com

* For properties under renovation, claims are settled based on invested capital at the time of loss.
 ** Properties with a roof older than 15 years and one way are settled at Actual Cash Value.
 *** A "Named Windstorm" can be a Cyclone, Typhoon, Zimwankoro, Tornado, Depression, Hurricane or other weather phenomena designated by the U.S. National Hurricane Center and whose name has been applied.

Submission No: S000128482

MINUTES OF APRIL 27, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

EVIDENCE OF PROPERTY INSURANCE OP ID SP DATE (MM/DD/YYYY)
03/30/2023

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Allstate Insurance Agency, Inc. PO Box 318 Long Beach, MS 39550 FAX (AC No) 662-822-1226 EMAIL ADDRESS callcenter@allstateagency.com AGENCY CUSTOMER ID # INSURED Anna Myrick 5920 Lake Circle Drive Bartfield, TN 38114 ACCOUNT NUMBER 862P00265528-00	COMPANY United National Insurance Company LOAN NUMBER POLICY NUMBER UFFA110622 EFFECTIVE DATE 04/01/2023 EXPIRATION DATE 03/31/2024 CONTINUED UNTIL TERMINATED IF CHECKED <input checked="" type="checkbox"/>
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THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
 Location No: 1 Building No: 1
 609 Gardendale Avenue,
 Long Beach MS 39560
Investment Property

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORM	AMOUNT OF INSURANCE	DEDUCTIBLE
Building	\$100,000	\$2,500
Loss of Rents	\$50,000	
Business Personal Property	\$50,000	
Vandalism/Theft/Smoke Stained	\$10,000	\$2,500
Auto Theft/Seized Rindsform	\$100,000	NA (if the total insurance value, subject to a maximum of \$100,000)
Fire/Smoke Law - Coverage A	\$10,000	
Comprehensive Law - Coverage B	\$10,000	
Auto Rance Law - Coverage C	\$10,000	
Basic Form Coverage	\$25,000	
Replacement Cost Value		

REMARKS (including Special Conditions)
 Annual Limitation: \$2,500,000

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS AUTHORIZED REPRESENTATIVE 	MORTGAGE LENDER'S NAME ADDITIONAL INTEREST LENDERS' LOGS PAID <input checked="" type="checkbox"/>
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EVIDENCE OF PROPERTY INSURANCE OP ID SP DATE (MM/DD/YYYY)
03/30/2023

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AGENCY Allstate Insurance Agency, Inc. PO Box 318 Long Beach, MS 39550 FAX (AC No) 662-822-1226 EMAIL ADDRESS callcenter@allstateagency.com AGENCY CUSTOMER ID # INSURED Anna Myrick 5920 Lake Circle Drive Bartfield, TN 38114 ACCOUNT NUMBER 862P00265528-00	COMPANY Lloyd's of London LOAN NUMBER POLICY NUMBER 4-548-1-300 EFFECTIVE DATE 04/01/2023 EXPIRATION DATE 04/30/2024 CONTINUED UNTIL TERMINATED IF CHECKED <input checked="" type="checkbox"/>
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THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
 Location No: 1
 609 Gardendale Avenue,
 Long Beach, MS 39560
General Protector Plan

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORM	AMOUNT OF INSURANCE	DEDUCTIBLE
General Property Coverage	\$1,000,000	\$200
Self Ret.	\$10,000	\$0
Commercial General Liability - per occurrence	\$60,000	\$100

REMARKS (including Special Conditions)

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS AUTHORIZED REPRESENTATIVE 	MORTGAGE LENDER'S NAME ADDITIONAL INTEREST LENDERS' LOGS PAID <input type="checkbox"/>
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MINUTES OF APRIL 27, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION



EVANSTON INSURANCE COMPANY, A SURPLUS LINES COMPANY

CERTIFICATE OF INSURANCE

IMPORTANT NOTICE: THIS MEMBER CERTIFICATE IS SUBJECT TO SHARED AGGREGATE LIMITS OF LIABILITY. ONCE THE SHARED AGGREGATE LIMITS OF LIABILITY ARE EXHAUSTED, THE COMPANY SHALL HAVE NO OBLIGATION TO PAY ANY DAMAGES OR DEFEND OR CONTINUE TO DEFEND ANY CLAIMS. PLEASE READ THE POLICY CAREFULLY.

THIS IS A CLAIMS-MADE AND REPORTED COVERAGE PART. THIS COVERAGE PART REQUIRES THAT A CLAIM BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD, IF APPLICABLE, AND REPORTED TO THE COMPANY IN WRITING DURING THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD, IF APPLICABLE, BUT NO LATER THAN 60 DAYS AFTER THE DATE OF EXPIRATION OF THE POLICY PERIOD OR THE EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE READ THE POLICY CAREFULLY.

PLEASE NOTE THAT AMOUNTS INCURRED AS CLAIM EXPENSES WILL REDUCE THE LIMIT OF LIABILITY AVAILABLE AND WILL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT.

CERTIFICATE NUMBER: _____ DATE: 04/01/2023
THIS CERTIFICATE REPRESENTS INSURANCE PROVIDED IN ACCORDANCE WITH THE FOLLOWING MASTER POLICY NUMBER: MKLV5PE000274

FIRST NAMED INSURED (MASTER POLICY HOLDER): Connected Investors Real Estate Insurance Services, LLC	
IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THE MASTER POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS CERTIFICATE.	
NAMED INSURED (CERTIFICATE HOLDER FRANCHISEE)	
Name and Mailing Address (No. , Street, Town or City, County, State, Zip Code) Anna Wyrick 592G Lake Circle Drive, Fairfield, OH 45014	
Phone Number: 5138044807 Extension: _____	at 12:01 a.m. Standard Time at your mailing address shown above
Effective Date: 04/01/2023	at 12:01 a.m. Standard Time at your mailing address shown above.
Expiration Date: Until Canceled per Monthly Report	at 12:01 a.m. Standard Time at your mailing address shown above.
This replaces prior Certificate dated: _____	

Plan Administered By
Connected Investors Real Estate Insurance Services LLC 6550 Wild Rose Ln Des Moines, IA 50268
Contact Information
Name: NREIG Phone: 868-741-6454 Fax: 913-951-3285 Email: service@nreig.com

Insurer
Evanston Insurance Company, a Surplus Lines Company 21600 Oxnard Street, Suite 900 Woodland Hills, CA 91367
Producer Name And Mailing Address
National Real Estate Insurance Group LLC 11500 N Ambassador Dr, Ste. 310 Kansas City, MO 64153

Page 1 of 2

To Report A Claim
By Phone: 800-562-7535
By Fax: 855-662-7535
By E-mail: newclaims@markel.com
By Mail: P.O. Box 2009 Glen Allen, VA 23058-2009

Form Of Business
Form Of Business: <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Organization, including a corporation (Other than partnership, joint venture or limited liability company)

Professional Liability Insurance				
Insuring Agreement	Limits Of Liability		Deductible	Retroactive Date
<input checked="" type="checkbox"/> Professional Liability	\$1,000,000	Each Claim	\$2,000	Each Claim
	\$1,000,000	Aggregate	\$	Aggregate
Additional Payments				
<input type="checkbox"/> TCPA Violation:	\$		\$	
<input type="checkbox"/> FCRA Violation:	\$		\$	
<input type="checkbox"/> Sexual Injury:	\$		\$	
<input checked="" type="checkbox"/> Third Party Discrimination:	\$25,000		\$2,000	
Supplementary Payments				
<input type="checkbox"/> Disciplinary Proceeding:	\$		Not Applicable	
<input type="checkbox"/> Loss Of Earnings And Expense Reimbursement:	\$		Not Applicable	
<input type="checkbox"/> Pre-Claim Investigation Expenses:	\$		Not Applicable	
<input type="checkbox"/> Public Relations Expenses:	\$		Not Applicable	
<input type="checkbox"/> Subpoena And Record Request Assistance:	\$		Not Applicable	
Coverage Part Aggregate Limit Of Liability:	\$			
Sharee Aggregate Limit Of Liability:	\$5,000,000			
Description of Professional Services:	Real Estate Property Management			

Endorsements
Forms and endorsements applying to this Member Certificate and made part of this policy at time of issue:


This Certificate Of Insurance, together with the Coverage Part and any Endorsement(s) attached to the Master Policy, complete the above numbered certificate. Coverage is subject to all terms, conditions, limitations, exclusions, and other provisions contained therein.

Franchisee Certificate Of Insurance Annual Premium	
Professional Liability Insurance	\$
Taxes and Surcharges	\$
Total	\$

To review the Master Policy: MKLV5PE0002007 - Evanston Insurance Company
Countersigned: 03-30-2023 Date: _____ By: AUTHORIZED REPRESENTATIVE

Page 2 of 2

**MINUTES OF APRIL 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 03/30/2023														
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																		
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																		
PRODUCER: A-Gen Insurance Agency LLC po box 218 Long Beach, MD 20550		CONTACT: NAME: PHONE (A/C, No, Ext): 228-822-1234 FAX (A/C, No): 228-822-1234 E-MAIL: ADDRESS: aa.lac@cliantinsagency.com																
INSURED: Anna Ayanna 3920 Lake Circle Drive Fairfield, Oh 43024		INSURERS AFFORDING COVERAGE: <table border="1"> <tr> <th>INSURER A:</th> <th>NAME:</th> </tr> <tr> <td>CLIO Speciality Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>			INSURER A:	NAME:	CLIO Speciality Insurance Company		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A:	NAME:																	
CLIO Speciality Insurance Company																		
INSURER B:																		
INSURER C:																		
INSURER D:																		
INSURER E:																		
INSURER F:																		
ACCOUNT NUMBER: 941P004632-00		CERTIFICATE NUMBER: _____ REVISION NUMBER: _____																
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																		
INSR	TYPE OF INSURANCE	ACORD SUB	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS												
101	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR A OPT: AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PER OCC <input checked="" type="checkbox"/> PER OTHER <input type="checkbox"/>	101	221300000000000000	74/01/23	04/30/24	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED EQUIPMENT (EA OCCURRENCE) \$ 100,000 MED EXP (EA OCCURRENCE) \$ 2,500 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMMOD AGG \$ 2,000,000												
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS HIRED AUTOS					COMBINED SINGLE LIMIT (EA OCCURRENCE) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)												
	UMBRELLA LIAS EXCESS LIAB CLAIMS-MADE DEF DEFENSE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$												
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPERTY DAMAGE LIABILITY Y/N N/A THIS COVERAGE DESCRIBED BY OPERATIONS below					PER STATUTE OR PER EL EACH OCCURRENCE \$ EL DISEASE - EX EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$												
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / (ACORD 101, A Additional Remarks Schedule, may be attached if more space is required) Location: 3920 Lake Circle Drive, Fairfield, OH 43024 Long Beach MD 20550																		
CERTIFICATE HOLDER				CANCELLATION														
				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.														
				AUTHORIZED REPRESENTATIVE 														
ACORD 25 (2014/01)		The ACORD name and logo are registered marks of ACORD			© 1988-2014 ACORD CORPORATION. All rights reserved.													

After considerable discussion, Commissioner Walters made motion, seconded by Commissioner Glenn and unanimously carried recommending to approve the application as submitted.

There being no further business to come before the Planning and Development at this time, Commissioner Walters made motion, seconded by Commissioner Suthoff and unanimously carried to adjourn the meeting until the next regular scheduled meeting in due course.

APPROVED: _____
 Chairman Frank Olavar
 DATE: _____

ATTEST: _____
 Tina M. Dahl, Minutes Clerk