

MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
AGENDA
FEBRUARY 23, 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

IV. ANNOUNCEMENTS

V. APPROVE MINUTES

1. February 9, 2023

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

1. Tree Removal- 7 Ashley Court, Tax Parcel 0511P-01-003.061, Submitted by Daniel K. Allen and Meghan L. Allen.
2. Tree Removal- 13 Pecan Drive, Tax Parcel 0511O-02-056.000, Submitted by June Maniaci.
3. Short-Term Rental- 123 West Avenue, Tax Parcel 0612E-02-013.000, Submitted by Melinda Menasco Martin.
4. Short-Term Rental- 309 Woodcrest Drive, Tax Parcel 0611I-03-010.027, Submitted by I Properties, LLC (owner) and Jian Tom (property manager).
5. Short-Term Rental- 121 East 5th Street, Tax Parcel 0612G-01-010.000, Submitted by Jessica and Duke Huber (owners) and Jennifer Slate (property manager).
6. Short-Term Rental- 128 Oak Gardens Avenue, Tax Parcel 0612E-02-042.000, Submitted by August Rehtien (owner) and Angie Daniels (property manager).
7. Certificate of Resubdivision- 20114 Pineville Road, Tax Parcel 0511J-02-073.000, Submitted by Dale Marmalich.
8. Certificate of Resubdivision- 101 Twin Cedar Avenue, Tax Parcel 0512H-04-023.001, Submitted by George Marcus Ingram, Jr and Kelly Bell Ingram.
9. Certificate of Resubdivision- 19361 28th Street, Tax Parcel 0611D-01-001.001, Submitted by Jacques P. Pucheu and Cara L. Pucheu.

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 March 7, 2023.

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

**MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING**

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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 23rd day of February 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, Commissioners Billy Suthoff, Justin Shaw, Michael Levens, Chris Fields, and Jennifer Glenn, Building Official Mike Gundlach, Building Inspector Ryan Ladner and Minutes Clerk Tina M. Dahl.

Absent the regular meeting were Vice Chairman Shawn Barlow, Commissioners Sawyer Walters and Marcia Kruse, and City Advisor Bill Hessel.

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

Commissioner Shaw read the Opening Statement for the Planning and Development Commission.

Chairman Olaivar relayed to the Commission a request by the Board of Aldermen to clarify action taken by the Commission at the December 8, 2022, meeting regarding Tree Removal at 310 Jeff Davis Avenue (corner of West 4th Street and Jeff Davis Avenue), whereupon Commissioner Fields made motion seconded by Commissioner Glenn and unanimously carried to suspend the rules and add Item #10. Clarification – Tree Removal Application for property located at the corner of 4th Street and Jeff Davis Avenue submitted by Sarah Renken of Phenom Investments LLC.

Commissioner Shaw made motion, seconded by Commissioner Suthoff and unanimously carried to approve the Regular Meeting minutes of February 9, 2023, as submitted.

It came for discussion under New Business, a Tree Removal for the property located at 7 Ashley Court, Tax Parcel 0511P-01-003.061, submitted by Daniel K. Allen and Meghan L. Allen, as follows:

MINUTES OF FEBRUARY 23, 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 1-23-23
Zoning R-1
Agenda Date 2-23-23
Check Number CC

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

[Signature] 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.

[Signature] 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.

[Signature] 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: January 23, 2023

PROPERTY INFORMATION

TAX PARCEL # 0511P-01-003.061

Address of Property Involved: 7 Ashley Court

Property owner name: Daniel K Allen & Meghan L Allen
Are you the legal owner of the above property? Yes [X] 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: Same as above

Phone No. (228) 493-7047

CONTRACTOR OR APPLICANT INFORMATION

Company Name: Bobcat Tree Work, LLC

Phone No. (228) 806-8063 Fax: N/A

Name: Joey Wilson

Address: 8468 County Farm Rd, Long Beach, MS 39560

PERMIT INFORMATION

Permit for: Removal [] Trimming [X] 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.:

Please see "Exhibit A" (use separate sheet if needed)

Number of Trees:

1 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.

[Signature] 1/23/23
Signature Date

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

[Signature] 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.

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

[Signature] OWNERSHIP: Please provide a recorded warranty deed.

[Signature] 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.

[Signature] 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.

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

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MINUTES OF FEBRUARY 23, 2023
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION
Exhibit A

Planning Commission Members,

Thank you for your time in reviewing our application. We would like to provide some additional information regarding the removal of one 74" Live Oak located on the property at 7 Ashley Court. As requested in City Ordinance 655 we submit the following for your consideration when reviewing our application.

1. The attached map incorporated as "Exhibit B" designating the area of proposed tree removal was prepared by the property owner, Daniel Allen, who is currently residing at the property.
2. The property location is identified in "Exhibit C" and is attached and incorporated by reference to this application.
3. A true copy of the deed is attached and incorporated by reference to this application as "Exhibit D"
4. The location, size, and species of all trees located on the property are identified in "Exhibit B"
5. The purpose of removal is to prevent further damage to the sewage transmission line, prevent further damage to the roof and foundation of the home, and to prevent further financial hardship for the property owners. The tree is located approximately 6' from the front right corner of the home and the root system is encroaching on the sewer transmission line running from the NW side of the home to the city sewage system on Ashley Court. The tree limbs are dangerously close to the roof line and the owners have been instructed by multiple roofing contractors to remove the tree. Based on the close proximity of the tree to the home it's reasonable to assume the root system is growing under or into the foundation. Although no foundation issues are currently visible the removal of this tree will prevent future foundation issues. Furthermore, the property owners are currently facing economic hardships due to increasing insurance premiums. Several insurance companies were not willing to insure the home due to the proximity of the tree to the home. The current policy has continued to rise and a recent inspection by the current insurer resulted in a significant increase in premiums due to this tree. The current insurer has recommended the tree be removed before the policy is renewed, if the tree isn't removed there is a possibility the policy may be dropped. Based on this these factors we believe this tree is a threat to the structure and utilities of the home, our family, and our neighbors.
6. As shown in "Exhibit B" we currently have six Live Oaks and two Magnolia trees located on the property. Based on the number of protected species on the property and the relatively small size of the lot, the density of trees on the property is likely above average for comparable properties within the area. We believe the removal of this tree would have no negative impacts to property values in the neighborhood and would not affect canopy cover in a manner that would increase the exposure of any structures to sun or wind.
7. I, Daniel Allen, confirm that no person, not a party to the application, has any interest in the title in or to the property.

Daniel Allen



1/23/23

Exhibit B

Tree Site Plan

7 Ashley Court
Long Beach, MS

1. No protected species or large shade trees located at the above referenced address have been identified as diseased or damaged.
2. No grade changes will occur as a result of removal.
3. The 74" Live Oak identified in the legend on the attached map as point B will be removed. The stump will be ground to approximately 2" below grade. All other trees identified will remain on the property and shall be maintained by the property owners.
4. This exhibit provides a visual representation of the current structures located on the property. No new structures are proposed with this application.
5. The trees identified on the attached map as points H, I, J, and K are located on the adjacent property but were included to show the density of the protected species in the vicinity.

LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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Exhibit B



Figure 1 – View from the South



Figure 2 – View from the East

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LONG BEACH PLANNING and DEVELOPMENT COMMISSION
Exhibit B**



Figure 3 – View from the North

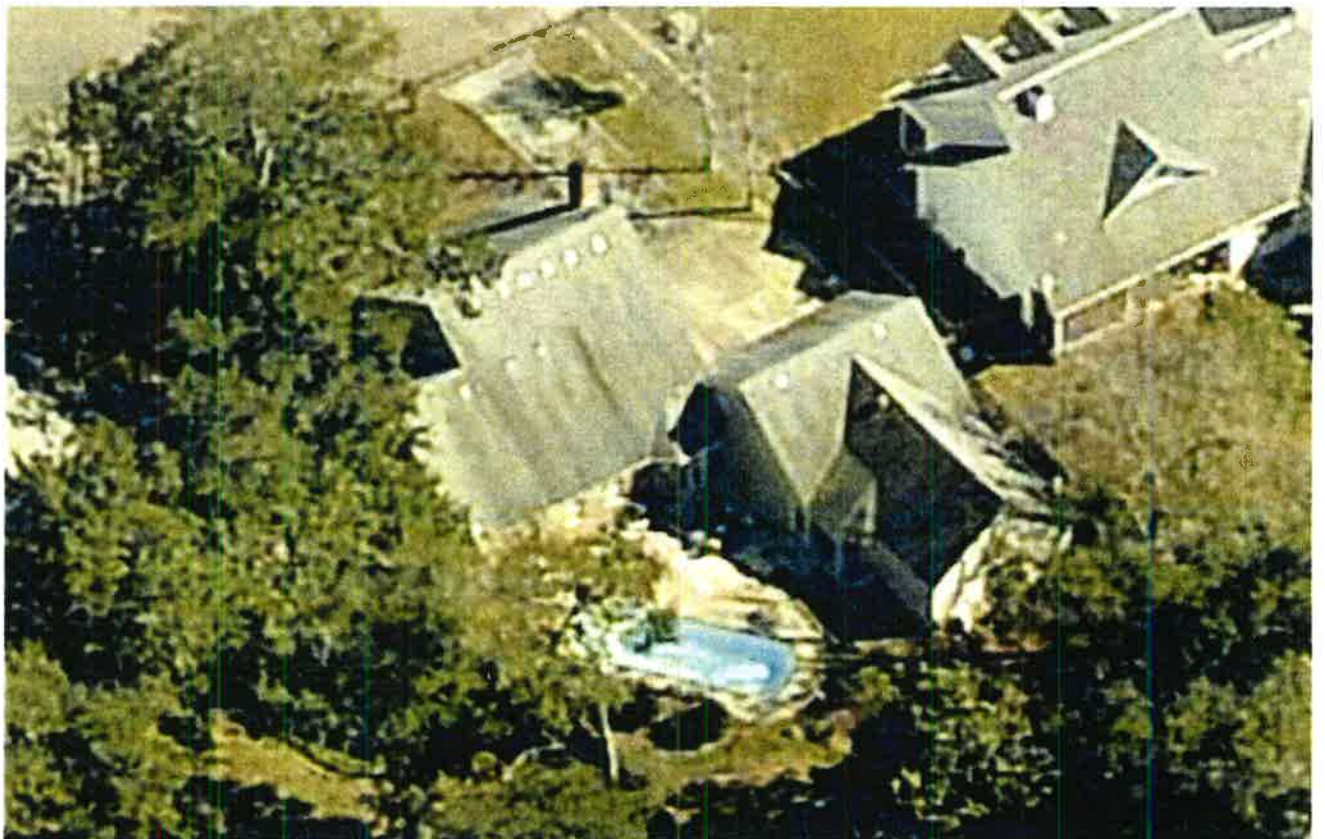


Figure 4 – View from the West

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Exhibit B

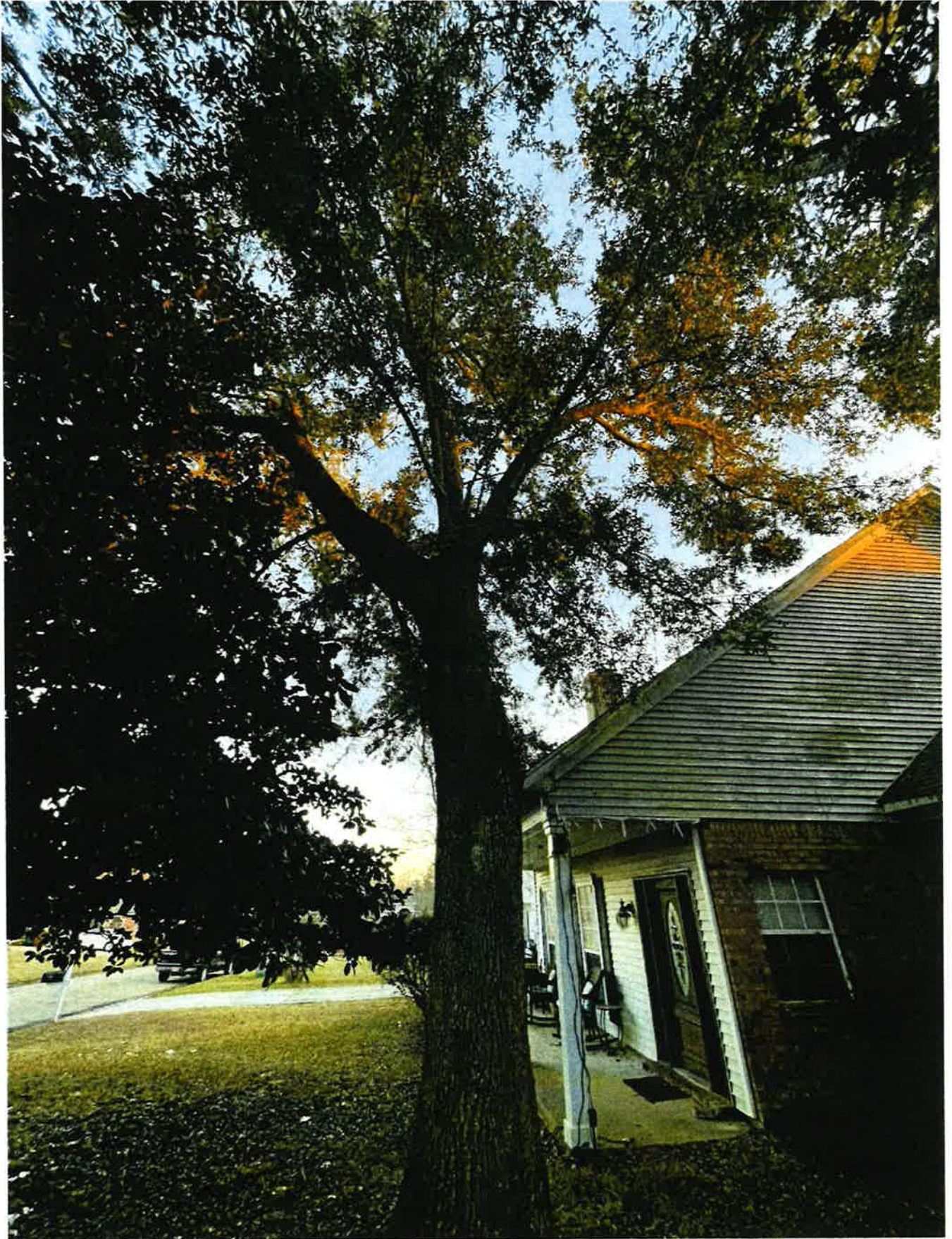


Figure 5 – 74" Live Oak for proposed removal

**MINUTES OF FEBRUARY 23, 2023
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Exhibit B**



Figure 6 – 74" Live Oak for proposed removal

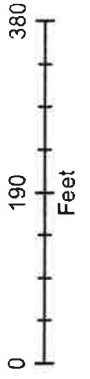
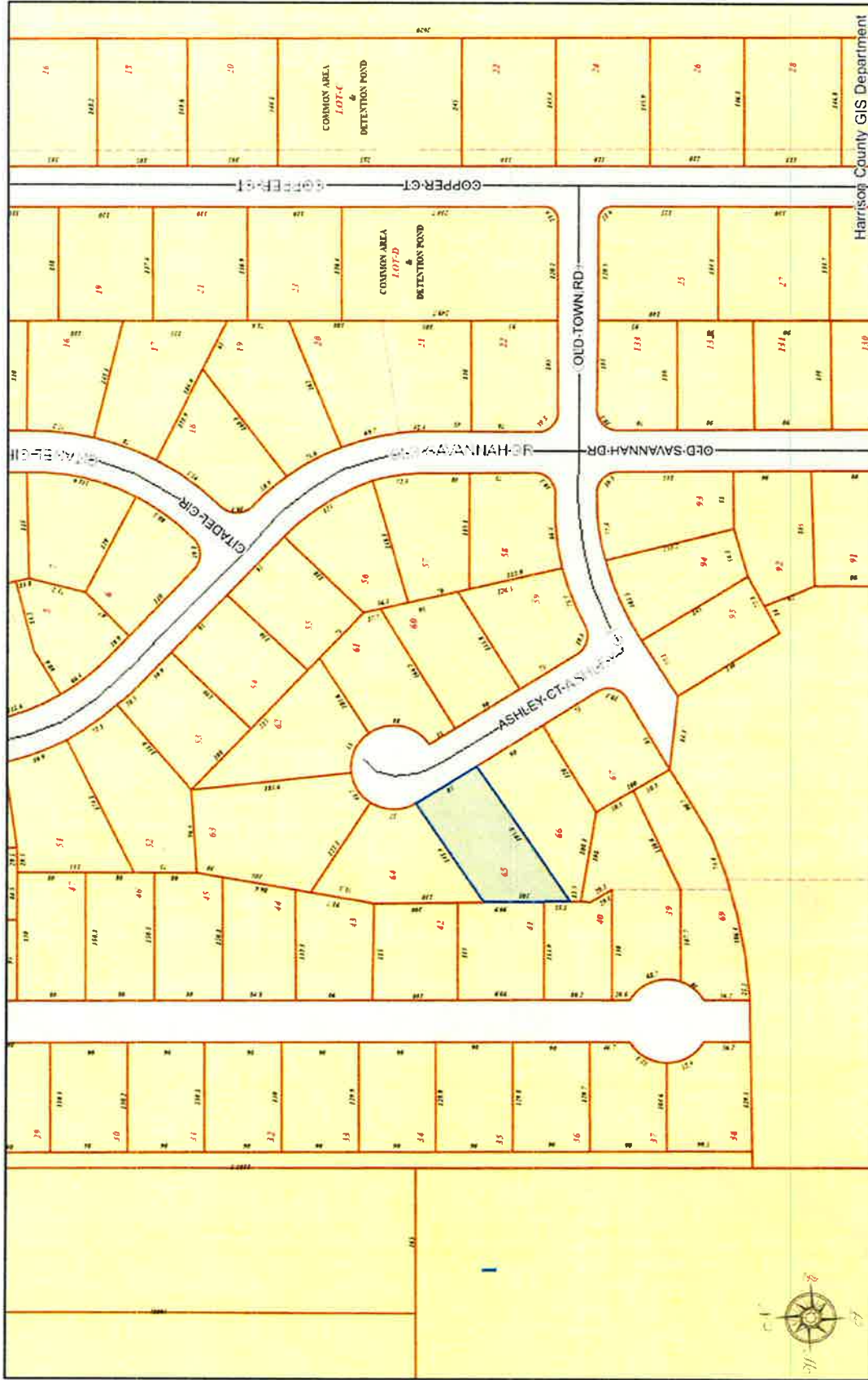
MINUTES OF FEBRUARY 23, 2023
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Exhibit B



Figure 7 – 74" Live Oak for proposed removal

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Exhibit C



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.
TAL FLURRY, TAX ASSESSOR
MAP DATE: January 19, 2023

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Exhibit D



1st Judicial District
Instrument 2015 5000 D - 11
Filed/Recorded: 7/23/2015 11:49 AM
Total Fees \$ 12.00
2 Pages Recorded

SPACE ABOVE THIS LINE FOR RECORDING USE ONLY

Prepared by: Brad D. Wilkinson Esq. (MS Bar # 10285) Wilkinson Law Firm, P.C. 511 Keywood Circle, Flowood, MS 39232 Phone: 601-355-0005 File #2015-1386	Return to: Home-Land Title Company 835 Hwy 90 Suite 4 Bay St. Louis, MS 39520 Phone: 228-466-4401
--	---

GRANTORS: Dennis C. Kolb and Linda J. Kolb 7 Ashley Court Long Beach, MS 39560 410-901-2058	GRANTEES: Daniel Keith Allen and Meghan L. Allen 7 Ashley Court Long Beach, MS 39560 228-363-4718
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INDEX: LOT 65, PECAN PARK ESTATES SUBDIVISION, PHASE II, A SUBDIVISION IN THE CITY OF LONG BEACH, IN THE FIRST JUDICIAL DISTRICT OF THE COUNTY OF HARRISON, STATE OF MISSISSIPPI

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good, legal and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, We, the undersigned, **Dennis C. Kolb and Linda J. Kolb, GRANTORS**, do hereby Grant, Bargain, Sell, Convey, and Warrant unto, **Daniel Keith Allen and Meghan L. Allen, GRANTEES** that certain land and property situated and being in Hancock County, Mississippi, to-wit:

Exhibit D

LOT 65, PECAN PARK ESTATES SUBDIVISION, PHASE II, A SUBDIVISION IN THE CITY OF LONG BEACH, IN THE FIRST JUDICIAL DISTRICT OF THE COUNTY OF HARRISON, STATE OF MISSISSIPPI, AS PER THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI.

This conveyance, however, is subject to Prior Reservations of oil, gas and other minerals; any and all Easements, Right-of-Way and Dedication of record affecting same and any and all Protective or Restrictive Covenants and Building restrictions of record affecting same.
Ad valorem taxes are being prorated between the parties as of this date

WITNESS THE SIGNATURES of the Grantors this the 20th day of July, 2015.

Dennis C. Kolb

Linda J. Kolb

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared, before me, the undersigned authority in and for the said county and state, on this 20th day of July, 2015, within my jurisdiction, the within named **Dennis C. Kolb and Linda J. Kolb** who acknowledged to me that they did execute, sign and deliver the above and foregoing instrument, on the date and for the purposes therein stated

Given under my hand and official seal, this the 20th day of July, 2015.



NOTARY PUBLIC

**MINUTES OF FEBRUARY 23, 2023
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION
MEMORANDUM**

Date: February 21, 2023

To: City of Long Beach Planning Commission

From: Long Beach Tree Board

Re: Tree Removal - 7 Ashley Ct.

The Live Oak tree is situated too close to the house and its branches are extending over the roof. The homeowner advised that he is having difficulty obtaining insurance on the house due to the proximity of the tree to the home. Additionally, the roots of the tree are damaging sewer lines and threaten the foundation. There are numerous Live Oak trees on the property that will sustain the local canopy.

For these reasons and the reasons contained in Exhibit A to the Tree Removal Application, the Tree Board does not object to the removal of the tree.

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

It came for discussion under New Business a Tree Removal for the property located at 13 Pecan Drive, Tax Parcel 0511O-02-056.000, submitted by June Maniaci, as follows:

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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	2-9-23
Zoning	R-1
Agenda Date	2-23-23
Check Number	Cash

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

JM 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.

JM 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.

JM 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: 2-9-2023

PROPERTY INFORMATION

TAX PARCEL # 05110-02-056.000

Address of Property Involved: 13 Pecan Drive

Property owner name: June Maniaci

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: _____

Phone No. (845) 321-3525

CONTRACTOR OR APPLICANT INFORMATION

Company Name: _____

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 damaging foundation, side walks, concrete driveway, and sewer lines. May also be affecting plumbing and gas lines (underground)

Number of Trees: _____

_____ Live Oak 2 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.

June Maniaci 2-9-2023
Signature Date

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

JM 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.

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

JM OWNERSHIP: Please provide a recorded warranty deed.

JM 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.

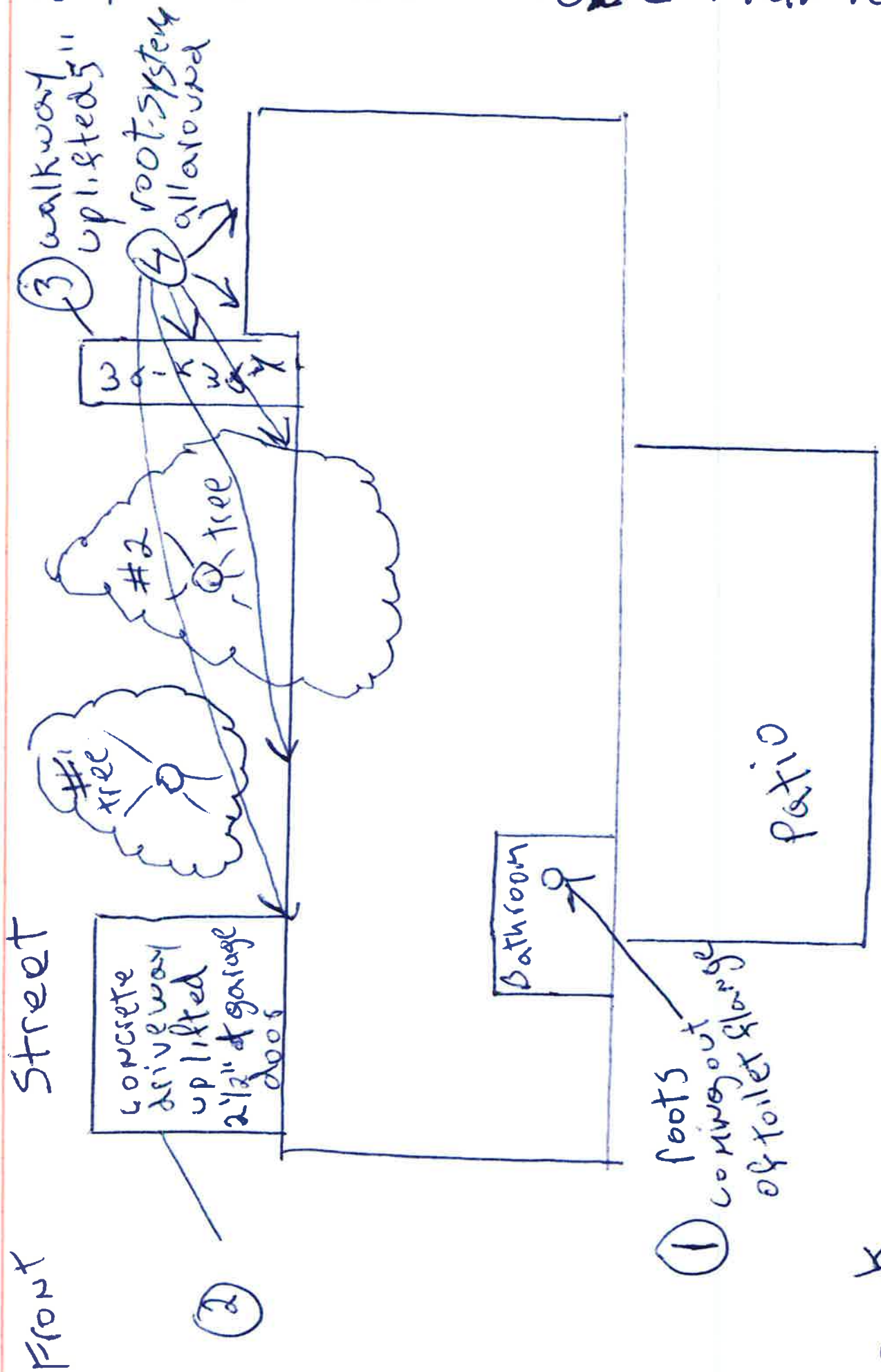
JM REPLANTING: As a condition of granting the tree removal permit, the City, acting by and through its Mayor and Board of Aldermen, may require the applicant to relocate or replace trees, but may not require the replacement of trees in a number greater than the number of Live Oak or Magnolia trees removed;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

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

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

13 Pecan drive

Jude Mawiaci



**MINUTES OF FEBRUARY 23, 2023
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MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Prepared By & Return To: Schwartz, Ogler & Jordan, PLLC
12706 Hwy 49
Gulfport, MS 39503
(228) 852-8550
Our File: 222153

STATE OF MISSISSIPPI
COUNTY OF HARRISON

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10,000), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned,

THE ESTATE OF JOSEPH M. GURNECK
CAUSE NO. 22-0348(CB)
7250 THOMPSON ROAD
LONG BEACH, MS 39560
228-383-4200

does hereby sell, convey and warrant unto

JUNE D. MANIACI
a married woman
50 NELSON DRIVE
PORT JEFFERSON, NY 12771
845-321-3525

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

Lot Twenty Two (22), of Block Three (3), in PEXAN PARK SUBDIVISION, Part II, 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 27 at Page 3, thereof, reference to which is hereby made in and of and as a part of this description.

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way and easements applicable to subject property, and 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 pre-paid as of this date and are hereby assumed by the Grantee herein.

IN WITNESS WHEREOF, ESTATE OF JOSEPH M. GURNECK, has caused this conveyance to be executed by its duly authorized Executrix, she having first been duly authorized to do so in her full representative capacity, on this the 9th day of January, 2023.

THE ESTATE OF JOSEPH M. GURNECK

Catherine Gurneck Johnson
By: CATHERINE GURNECK JOHNSON, EXECUTRIX

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, CATHERINE GURNECK JOHNSON, who acknowledge that she is the EXECUTRIX of THE ESTATE OF JOSEPH M. GURNECK, and as its act and deed, she 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, she having been first duly authorized to do so in her full representative capacity.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 9th day of January, 2023.



My Commission Expires:

Case: 24CH1:22-cv-00348-CB Document #: 26 Filed: 01/05/2023 Page 1 of 2

IN THE CHANCERY COURT OF HARRISON COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT
IN THE MATTER OF THE ESTATE OF JOSEPH MARTIN GURNECK, DECEASED
CATHERINE GURNECK JOHNSON, Executrix
By: *Catherine Gurneck Johnson* D.C. EXECUTRIX

ORDER

THIS day this cause came to be heard on the Motion to Sell Real Estate in the above captioned case, and after reviewing the documentary evidence, the Court finds as follows:

I.

That the Court has jurisdiction in this matter and that all parties entitled to notice of this cause are properly before the Court.

II.

The Court finds that Joseph Martin Gurneck, departed this life on August 7, 2021 and at the time of his death, was an adult, and had a fixed place of residence and domiciled in the First Judicial District, Harrison County, Mississippi.

III.

That this Court appointed Catherine Gurneck Johnson as the Executrix of the Estate and that the Executrix was duly qualified to serve and that Letters Testamentary were issued on March 10, 2022.

**MINUTES OF FEBRUARY 23, 2023
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Case: 24CH1-22-cv-00348/CB Document 4-25 Filed: 01/05/2023 Page 2 of 2

IV

The Court finds that the Petitioner received an offer on the real property located at 13 Pecan Dr., Long Beach, MS which was outlined in the Motion to Sell Real Estate.

V.

The Court has reviewed the offer received on the real property and finds that it is in the best interest of the Estate to accept the offer in the amount of \$195,000.00 received from June Maniaci, and that upon the completion of the sale, the monies shall be deposited into the Registry of the Harrison County Chancery Court until further Order of this Court. It is therefore,

ORDERED AND ADJUDGED that Petitioner, Catherine Gurnee Johnson, is authorized to sell the real property located at 13 Pecan Dr., Long Beach, MS, subject to the conditions of the Contract of the Sale and Purchase of real estate attached to the Petitioner's Motion and further, that the Petitioner is authorized to execute an Executrix's Warranty Deed to June Maniaci, and to do all other functions necessary to consummate the sale, and that upon sale of the monies deposited into the Registry of the Harrison County Chancery Court.

SO ORDERED AND ADJUDGED this the 5 day of January, 2023.

Catherine Gurnee Johnson
CHANCELLOR

Timothy L. Murk
SUBMITTED
TIMOTHY L. MURK
Wine Cycle
2510 - 24th St., Suite 1125
Gulfport, MS 39501

MEMORANDUM

Date: February 21, 2023

To: City of Long Beach Planning Commission

From: Long Beach Tree Board

Re: Tree Removal - 13 Pecan Dr.

The two large Magnolia trees are situated 6-7 feet from the house and are undoubtedly causing damage to the foundation. The roots are also damaging underground pipes and sewage lines. The homeowners were replacing toilets and found roots from the trees growing into the bathroom sewer.

The Tree Board does not object to the removal of the trees.

After considerable discussion and upon recommendation of the City's Tree Board, Commissioner Shaw made motion seconded by Commissioner Suthoff and unanimously carried recommending to approve the application as submitted.

It came for discussion under New Business a Short-Term Rental for the property located at 123 West Avenue, Tax Parcel 0612E-02-013.000, submitted by Melinda Menasco Martin, as follows:

MINUTES OF FEBRUARY 23, 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: 123 West Ave Tax Parcel # 001ZE-02-013.000
(Location of Short-Term Rental)

OWNER'S INFORMATION:

Property Owner's Name: Melinda Mexasco Martin

Property Owner's Address: 123 West Ave LB, MS

Property Owner's Mailing Address, if different from above: Also
1099 Frankfort Rd Russellville AL 35653
City State Zip

Property Owner's Phone No: 2286693078 Email Address: melindamartinrealtor@outlook.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: Peeri Haley

Property Manager's Address (Must be a local contact)
20023 Commission Long Beach MS
City State Zip

Property Manager's Phone No: 2283432320 Email Address: peeri3807@aol.net

PLEASE PROVIDE THE FOLLOWING:

- Mississippi Sales Tax ID # 1325950
- Recorded Warranty Deed
- Parking Rules & Plan - 4-lanes
- Trash Management Plan - mondays & hose
- Copy of Proposed Rental Agreement vfb
- Proof of Liability Insurance, which includes short term rental coverage - upon approval

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.

Melinda M Martin Melinda M Martin 1/13/2023
PRINT NAME SIGNATURE DATE

BELOW IS FOR OFFICE USE ONLY			
Maximum Occupancy: <u>6</u>	Maximum Vehicles allowed: <u>6</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: Lynn Losh Date: 2/22/23

Fire Inspector Signature: _____ Date: _____

COMMENTS: _____

Date Received: <u>1-20-23</u>
Agenda Date: <u>2-23-23</u>
Amount Due/Paid: <u>200.00</u>
Payment Method: <u>339</u>

337

**MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



Melinda M Martin, owner of the property located at
123 West Ave, Tax Parcel 0612E-02-013 000
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.

Melinda M Martin
signature

1/13/2023
date

SP/1/13/2023

PREPARED BY:
LUCKETT LAND TITLE, INC.
918 Washington Ave.
Ocean Springs, MS 39564
228-875-0176

RETURN TO:
LUCKETT LAND TITLE, INC.
918 Washington Ave.
Ocean Springs, MS 39564
228-875-0176

STATE OF MISSISSIPPI
COUNTY HARRISON
FIRST JUDICIAL DISTRICT

SPECIAL WARRANTY DEED

DATED: February 27, 2013

GRANTOR: SHAUN DONOVAN, SECRETARY OF HOUSING &
URBAN DEVELOPMENT OF WASHINGTON, D.C.
40 Marietta St. NW, Five Points Plaza, Atlanta, GA 30303
404-331-4576

GRANTEE: RODNEY DEAN MARTIN & MELINDA FAY MENASCO
123 West Ave., Long Beach, MS 39560
228-669-3078

INDEXING: Lots 15, 18 & 19, Blk. 3, Trautman S/D, 1st JD, Harrison
County, MS

Page 1 of 1

Prepared by:
R. Crain Lockett, Jr., Esq.
918 Washington Avenue
Ocean Springs, MS 39564
(228) 875-0176
MS BAR #100142

Return to:
Lockett Land Title, Inc.
918 Washington Avenue
Ocean Springs, MS 39564
(228) 875-0176
File # 13-00324MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

FHA CASE #281-328377

INDEXING INSTRUCTIONS: Lots 15, 18 & 19, Blk. 3,
Trautman S/D, 1st JD, Harrison County, MS

SPECIAL WARRANTY DEED

This Indenture, made this 21st day of February, 2013, for and in
consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and
valuable consideration in hand paid, at and before the sealing and delivery of these
presents, the receipt whereof is hereby acknowledged.

**SHAUN DONOVAN, SECRETARY OF HOUSING AND URBAN
DEVELOPMENT OF WASHINGTON, D.C. (Grantor)**
40 Marietta Street, Five Points Plaza
Atlanta, Georgia 30303
404-331-4576

Page 1 of 3

**MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey, confirm and specially warrant unto:

RODNEY DEAN MARTIN and MELINDA FAY MENASCO (Grantees)
Joint tenancy
123 West Avenue
Long Beach, Mississippi 39560
228-669-3078

Not as tenants in common, but as joint tenants with right of survivorship in either, the following described property situated in HARRISON County, State of Mississippi, and being more particularly described as follows, to-wit:

Lots Fifteen (15), Eighteen (18) and Nineteen (19), Block Three
(3) Trautman Subdivision, a subdivision as per 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 4 at Page 39 thereof (Copy Book 2A, at
Page 165 thereof).

Being the same property acquired by the part of the first part pursuant to the provisions of the National Housing Act, as amended (12 USA 1701 et seq.) and the Department of Housing and Urban Development Act (42 U.S.C. 3531).

This Deed not to be in effect until the 23rd day of February, 2013.

To have and to hold the said property hereinafore described, with all and singular the rights, members and appurtenances thereto appertaining to the only proper use, benefit and behoof of the said Grantee(s), forever, in fee simple, and the Grantor specially warrants the title to the said bargained property above described against the lawful claims of all persons claiming by, through or under the Grantor.

Subject to any and all prior and outstanding leases, exceptions, reservations and/or conveyances of oil, gas and/or other minerals and any geothermal energy resources lying in, on and under the above described real property.

Subject to any environmental condition existing upon the subject property which would cause said property to be in violation of any State and/or Federal Environmental Protection Act.

Page 2 of 3

Parking Rules and Plan knotakare , LLC 123 West Ave Long Beach MS. 39560

Owner: Melinda M Martin 228.669.3078

1. 3 Driveways (2 gravel and 1 concrete) available for a maximum of 6 cars
2. Gravel drive next to carport can be used for a trailer (in the event a trailer is going to park, the limit for cars is 4)
3. No street parking or parking on the grass
4. Rules enforced by HOST

Trash Removal Plan- knotakare properties, llc

123 West Ave Long Beach 39560

1. Rental agreement requires guest to place in outdoor containers.
2. Host will place container onto street / remove container from street each Monday. Any additional trash if overflow will be removed from the site by host.

To be posted inside the door from the carport.....

Garbage – Place in containers Outside

City Noise Ordinance- No noise after 10 PM. No fireworks allowed. See complete ordinance posted in laundry room

Fire Extinguisher- Located in laundry Room

Sign Guest Book

Check out time is by 11 AM

Leave all dirty linens and towels on laundry room floor

Dirty Dishes placed in Dishwasher and turned on

Thank you for staying with US!

**MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Short Term / Vacation Property Rental Agreement

This lease, entered into this _____ day of _____ 20____, by and between knotakare properties LLC, Owner (Melinda Martin) and _____, "Renter" for the property located at 123 West Ave Long Beach MS. 39560("Property").

1. **TERM:** The term of the lease shall begin on the arrival date of: _____ and end on the departure date of _____ for _____ number of nights. The property will be ready for occupancy no earlier than 3 pm CST on the arrival date and must be vacated no later than 11 am CST on the departure date.
2. **RENT:** The rent is \$ _____ plus a housekeeping fee and a security deposit payable as follows:
- 3.
4. **PAYMENTS:** The following payments are due at time of reservation:
 - 50% of rental fee _____ to secure reservation.
 - Security Deposit \$200.00 (see paragraph #6).
 - Housekeeping fee \$100.00. This is to prepare house for next renter; linens and towels provided; no daily housekeeping service.
 - Note: payments can be made in the form of credit card and/or personal check made out to knotakare properties and should be received 14 days prior to check in.
5. **Rental Balance of \$ _____** due 14 days in advance of arrival. No refunds will be given for early departures.
6. **LIMITED OCCUPANCY:** Occupancy is limited to a maximum of 6 persons. The house will not be rented to anyone under 25 years of age. If Owner concludes that this policy has been breached, the Owner reserves the right to expel the entire party with no refund.
7. **SECURITY DEPOSIT:** The \$200.00 shall be paid as a separate payment and will be returned in not less than two weeks by check, if no damage to the premises is found after your departure. Renter may pay by check, however, Owner requires MasterCard, Visa, or Discover information on file for security purposes.
8. **NON-DISTURBANCE CLAUSE:** Renter and their guests shall not disturb, annoy, endanger (fireworks) or inconvenience neighbors nor use the premises for any unlawful purposes. Noise shall cease at 10 PM or governing laws of Long Beach MS. Posted in house by the front door.
9. **CARE OF PREMISES/DAMAGES: PETS ALLOWED. NO SMOKING PERMITTED IN HOUSE.** Automatic eviction plus forfeit of deposit and rent if violated. Renter agrees to pay Owner for any damages to furnishings and household items that occur as a result of Renter's occupancy. This will include payment of any additional cleaning charges over \$100 at a rate of \$100 or less depending of damages. incurred due to Renter's occupancy. One pet per household and under 30 lbs.
10. **OWNERS RIGHTS:** Renter agrees that if the conditions and limitations set forth herein are not met, Owner shall have the right to cancel this agreement and may enter the Property.

Short Term / Vacation Property Rental Agreement

either by statutory proceedings or by force, to inspect the Property and ensure that Renter has vacated the Property. All monies paid by Renter shall be forfeited as liquidated damages.

11. **INDEMNITY CLAUSE:** Renter hereby agrees to Indemnify and hold Owner harmless from any and all claims including those of third parties, arising out of or in any way related to Renter's use of Property or the items of personal property provided therein. Renter assumes all risk of injury or other losses relating to any recreational activities and will hold Owner harmless with respect thereto.
12. **NO SUBLETTING:** Renter may not sublet or assign this lease for all or any part of the premises without prior written consent of the Owner.
13. **REPAIRS AND MAINTENANCE:** The Property is rented with the Owner's furniture and household furnishings. Owner shall not be responsible for providing additional furnishings or equipment not presently available in Property. Renter will report any maintenance issues immediately to the Owner/ Host. Owner/ Host will make every effort to repair and/or replace any equipment that is not working properly, but cannot guarantee that all equipment is in good operating order at all times and no rate adjustments or refund will be made for equipment or appliance failures.
14. **CANCELLATIONS** made 30 days prior to your arrival date incur a cancellation fee of \$ 0. Cancellations made 14 days before your arrival date forfeit the 50% deposit. If a reservation is cancelled less than 7 days before your scheduled arrival, you are responsible for the entire rental rate. Cancellations must be received in writing.
15. **PARKING:** Is limited to 6 cars in the driveways and no street parking/ lawn parking is allowed. If trailer is required then no more than 4 cars. Gravel drive by carport is the designated for trailer parking.

Renter and Owner, by signing this Rental Agreement, acknowledge that they will comply with the terms of this agreement and each assumes the responsibility for the obligations set forth herein. Renter acknowledges receipt of the House Rules. Renter acknowledges that they have read, accept, and agree to the terms set forth.

Owner Signature

Renter Signature(s)

Date _____ Date _____

Renter Name(s) _____

Billing Address (for credit card) _____

Mailing Address(if different) _____

Email Address _____

MINUTES OF FEBRUARY 23, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Short Term / Vacation Property Rental Agreement

Telephone: cell/home _____ work: _____

Emergency Contact _____

MasterCard, Visa, or Discover Credit Card Number _____

Credit Card Security Code _____ Expiration date _____

Checks to: _____

EMAIL the signed Rental Agreement to: _____

Renters are also Required to abide by following house rules while they are staying in the property:

- **NO SMOKING INSIDE THE PROPERTY** –This is a smoke-free property. Smoking is only permitted outside and cigarette butts should be disposed of properly and not thrown on the ground.
- **PETS ALLOWED – 1 Dog at 30 lbs or less and no cats.** Bags for pick up and disposal are the responsibility of the owner. Place in trash container outside.
- **NO HOUSE PARTIES** – Home is for use by the number of people authorized in your Property Rental Agreement only.
- **NO FIREWORKS ALLOWED** – Any evidence of fireworks may result in immediate eviction with no refund. Fireworks permitted in areas allowed by Long Beach City Law.
- **GAS GRILL USE** – Do not put charcoal in the gas grill. Clean grill after each use.
- **MAINTENANCE AND REPAIRS** – Report immediately to Owner /Host
- **GARBAGE PICK-UP** – Place all trash in the containers outside
- **CHECK OUT PROCEDURES -**
 - a. **CHECK-OUT NO LATER THAN 11 AM**
 - b. All furniture should be returned to its original location.
 - c. Empty all trash in garbage container outside.
 - d. Remove and dispose of all food items from refrigerator and pantry/cabinets.
 - e. Place dishes, utensils, etc. in dishwasher and turn it on when you depart.
 - f. Remove sheets and all dirty towels and place in laundry area.
 - g. Key code is provided at check in. Extra keys for house will be left on counter. Prior to leaving put keys on counter and use code box to lock.

Short Term / Vacation Property Rental Agreement

Thank you for vacationing in our home, We love it here! Please help us keep our property well maintained so others can enjoy it too.

Renter Signature



Homeowners Policy#: OF3127151

Customer Information
MELINDA MARTIN
RODNEY MARTIN
123 WEST AVE
LONG BEACH, MS 39560-5933

Date Prepared: 01/18/2023
Policy Period: 01/17/2023 to 01/17/2024
Changes Effective: 01/18/2023

Agent Information
SHOALS INSURANCE GROUP
2800 WOODWARD AVE
MUSCLE SHOALS, AL 35661-3248
Phone Number: (256) 290-4700
Email: tim.palmer@shoalsinsurancegroup.com
Website: WWW.SHOALSINSURANCEGROUP.COM
Agent #: 401358

PREMIUM SUMMARY	Premium
Primary Coverages - Optimum	\$473.00
Other and Optional Coverages	\$89.00
Discounts and Surcharges	You Saved \$7,656.00 Included
Your total policy premium for 12 months is	\$562.00

DWELLING LOCATION
123 WEST AVE
LONG BEACH, MS 39560-5933

PRIMARY COVERAGES

Dwelling	Other Structures	Personal Property	Additional Living Expenses	Personal Liability	Medical Payments
\$226,700	\$22,670	\$113,350	\$45,340	\$500,000	\$5,000

DEDUCTIBLES	Amount
All Perils Deductible	\$1,000.00

This is not a contract but confirms that the coverages displayed are in effect.

OTHER AND OPTIONAL COVERAGES	Limit	Premium
Extended Dwelling Coverage	25%	Included
Personal Property Replacement Cost		Included
Personal Offense		\$13.00
Building Ordinance or Law Coverage	10%	Included
Matching Undamaged Siding, Roofing, Windows	10,000	Included

American Economy Insurance Company

**MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Safeco Insurance
A Liberty Mutual Company

Homeowners Policy#: OF3127158

Equipment Breakdown		\$24.00
Refrigerated Products		Included
Sewer & Water Back-Up for Bldg & Contents	10,000	Included
Loss Assessment	5,000	Included
Cyber Protection Coverage	25,000	\$52.00
HomeSharing	Yes	Included
Total		\$89.00
DISCOUNTS AND SURCHARGES		
Wind Hail Exclusion		Included
Claim Free Discount		Included
Total		\$7,656.00

Coverages - Insurance is afforded only for such coverages as are indicated by specific premium charges

American Economy Insurance Company

After considerable discussion, Commissioner Suthoff made motion, seconded by Commissioner Shaw and unanimously carried to approve the application as submitted.

It came for discussion under New Business a Short-Term Rental for property located at 309 Woodcrest Drive, Tax Parcel 0611I-03-010.027, submitted by LBA Properties, LLC (owner) and Jian Tom (property manager), as follows:

**MINUTES OF FEBRUARY 23, 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>309 Woodcrest Dr, Long Beach, MS 39560</u> Tax Parcel # <u>0611I-03-010-027</u> <small>(Location of Short-Term Rental)</small>							
OWNER'S INFORMATION:							
Property Owner's Name: <u>LBA Properties LLC</u>							
Property Owner's Address: <u>15440 Overlook Dr, Gulfport, MS 39503</u>							
Property Owner's Mailing Address, if different from above:							
City State Zip							
Property Owner's Phone No: <u>228-313-2637</u> Email Address: <u>jiantom1@yahoo.com</u>							
Is there a homeowner's association for the neighborhood? <input type="checkbox"/> If so, please provide written statement of support of short term rental?							
PROPERTY MANAGER INFORMATION:							
Property Manager's Name: <u>Jian Tom</u>							
Property Manager's Address: (Must be a local contact)							
<u>15440 Overlook Dr</u> <u>Gulfport MS</u> <u>39503</u> <small>City State Zip</small>							
Property Manager's Phone No: <u>228-313-2637</u> Email Address: <u>jiantom1@yahoo.com</u>							
PLEASE PROVIDE THE FOLLOWING:							
<ul style="list-style-type: none"> • Mississippi Sales Tax ID # <u>86-2224333</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 <input checked="" type="checkbox"/> • Proof of Liability Insurance, which includes short term rental coverage <input checked="" type="checkbox"/> 							
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>Ramon Tom</u>	<u>[Signature]</u>	<u>1-18-23</u>					
PRINT NAME	SIGNATURE	DATE					
BELOW IS FOR OFFICE USE ONLY							
Maximum Occupancy: <u>6</u>	Maximum Vehicles allowed: <u>2</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: <u>[Signature]</u>			Date: <u>2/22/23</u>				
Fire Inspector Signature: _____			Date: _____				
COMMENTS: _____							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Date Received: <u>1-31-23</u></td> </tr> <tr> <td style="padding: 2px;">Agenda Date: <u>2-23-23</u></td> </tr> <tr> <td style="padding: 2px;">Amount Due/Paid: <u>250.00</u></td> </tr> <tr> <td style="padding: 2px;">Payment Method: <u>3021</u></td> </tr> </table>				Date Received: <u>1-31-23</u>	Agenda Date: <u>2-23-23</u>	Amount Due/Paid: <u>250.00</u>	Payment Method: <u>3021</u>
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Agenda Date: <u>2-23-23</u>							
Amount Due/Paid: <u>250.00</u>							
Payment Method: <u>3021</u>							

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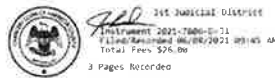
**MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



I, Jian Tom, owner of the property located at 309 Woodcrest Dr, Tax Parcel 0611I-03-010-027, 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

1-18-23
date



PREPARED BY: JASON B PURVIS, Esq MS BAR #100873 PURVIS & CO, PLLC 14110 AIRPORT ROAD, SUITE A GULFPORT, MS 39503 228-206-7174 jpurvis@purviscolaw.com	RETURN TO: JASON B. PURVIS, Esq MS BAR #100873 PURVIS & CO PLLC 14110 AIRPORT ROAD, SUITE A GULFPORT, MS 39503 228-206-7174 jpurvis@purviscolaw.com
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Indexing Instructions: Lot 28, Woodcrest S/D

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum and amount of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned

YE HAN LIN and
XIU QIONG ZENG
309 Woodcrest Drive
Long Beach, MS 39560
(415) 696-4165
[Grantor]

Do hereby sell, convey
and warrant unto

LBA PROPERTIES, LLC,
A Mississippi Limited Liability
Company
15440 Overlook Drive
Gulfport, MS 39503
(228) 313-2637
[Grantee]



all of their right, title and interest in and to the following described real property and any and all improvements thereon, located in Harrison County, Mississippi, more particularly described as follows:

Lot 28, Woodcrest 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.

Parcel Number: 0611I-03-010.027

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

This conveyance is subject to all recorded restrictive covenants, reservations, rights-of-way and easements applicable to the subject property and it is further subject to any and all prior recorded reservations of oil, gas and mineral rights by previous owners and valorem taxes for the year first stated herein have been prorated between the grantors and grantees and will be paid by the grantees.

WITNESS THE EXECUTION OF THIS INSTRUMENT, effective the 01 day of June, 2021.

Ye han Lin
YE HAN LIN

XIU QIONG ZENG
XIU QIONG ZENG



**MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 8th day of June, 2021, within my jurisdiction, the within named YI HAN LIN and the within named XILU JIANG ZENG, who acknowledged that they each for themselves executed and delivered, the above and foregoing instrument on this date.

My commission expires:



(Affix official seal)

[Signature]
NOTARY PUBLIC
Address: 229 Delays Rd, Gulfport, MS
Phone: 828-206-7174
Email: Kseymour@purviscolan.com



Parking Rules & Plan

Parking is provided on the available driveway in front of the garage.

Garage is available to park a guests' vehicle or motor bikes inside during their stay.

Up to 4 mid-sized to small vehicles can fit in the driveway.

Trash Management Plan

Resident Jianxiong Ao at 6 Citadel Circle, Long Beach, MS will manage pushing out the trash and recycle bins on scheduled Monday's and retrieving them back to the house.

Co-owners' JianRan Tom & Ramon Tom will also manage trash duties should Jianxiong Ao not be available.

MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

State of Mississippi

Rev 133EF5

VACATION RENTAL / SHORT TERM LEASE AGREEMENT

This Vacation Rental / Short Term Lease Agreement (this "Agreement") is made by and between JIAN TOM & RAMON TOM ("Owner") and _____ ("Guest") as of the date last written on the signature page of this Agreement.

1. Property. The property is described as a/an: (Check one) [X] house [] apartment [] condominium [] room [] townhouse [] duplex [] semi-detached house [] other: _____ with:

(a) 3 bedrooms
(b) 2 bathrooms

located at 309 WOODCREST DR., LONG BEACH, MS 39560 [Address] (the "Property"). The Property is owned by Owner. The Property is fully furnished by Owner and equipped for light housekeeping. The following amenities are included in the Property: (Check all that apply)

- microwave, dishwasher, refrigerator, dryer, washer, cable, wifi, hot tub, linens, swimming pool, fireplace, other: _____

A starter supply of household cleaning and hygiene products may be available in the Property for use. Guest is responsible for purchasing any additional supplies and all food and beverages.

Hot Tub Disclaimer (Check if applicable)

[] Guest acknowledges that there are certain risks associated with hot tubs. Use of the hot tub is at the user's own risk, and Owner will not be responsible for any injuries.

2. Rental Party. All persons in the rental party will be bound by the terms of this Agreement. Only persons listed on this Agreement may stay in the Property. "Rental Party" means Guest plus the following persons:

Table with 2 columns: First Name & Last Name, Relationship to Guest

The total number of adults in the Rental Party will be _____. The total number of children in the Rental Party will be _____.

Vacation Rental Short Term Rental Agreement (Rev. 133EF54)

3. Maximum Occupancy. The maximum number of persons allowed to stay in the Property is limited to 6 (SIX), unless the Owner gives its prior written consent. A charge of \$_____ per person per night will be assessed for each person who stays in the Property in addition to the Rental Party.

4. Visitors. A visitor is an occupant of the Property who is not staying overnight. The total number of persons permitted in the Property at any given time, including visitors, is 6 (SIX). Any visitor staying overnight is subject to additional charges.

Common Facilities (Check one)

- [] Visitor will be allowed to use the common facilities, including any pools or tennis courts, when Guest is not on the Property.
[] NO visitor will be allowed to use the common facilities, including any pools or tennis courts, when Guest is not on the Property.

5. Rental Period & Check-In. The term of this lease will be from _____, 20____ ("Arrival Date") to _____, 20____ ("Departure Date"). The Property will be ready for Guest's occupancy beginning at 2:00 PM on the Arrival Date and the Property must be vacated by 10:00 AM on the Departure Date, unless otherwise agreed by Owner.

6. Keys & Access Codes. Owner will provide Guest with KEY CODE, which will unlock the front door to the Property and _____ [Other area(s)]. Guest is not allowed to make duplicate keys. A fee of \$_____ will be charged to Guest for failure to return a key.

Access Codes (Check if applicable)

[] Owner will provide Guest with access codes to the _____ [Access area(s)].

7. Rental Rules & Restrictions. Guest agrees to abide by the following restrictions by Owner: (Check all that apply)

- [X] Smoking is not permitted inside the Property
[X] Pets are not permitted on the Property
[X] Quiet hours are from 10:00 PM to 8:00AM
[X] Garbage must be placed in the proper receptacles
[X] Other: NO SHOES ON IN THE HOUSE

If any person in the Rental Party fails to follow any of the Rules, the Rental Party may be asked to vacate the Property and Guest will forfeit all rent paid.

Additional Association/Community Rules and Regulations (Check if applicable)

[] Guest agrees to abide by the Rules and Regulations of _____ [Condo or property association name] and any other restrictions imposed by Owner (the "Rules"), attached to this Agreement as Exhibit A, at all times while on the Property and will cause all persons in the Rental Party and any visitors that Guest permits on the Property to abide by the Rules while on the Property.

8. Reservation Deposit and Payment. (Check one)

MINUTES OF FEBRUARY 23, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

A reservation deposit is required. Guest agrees to pay the rent and fees described below (the "Total Amount Due"). A deposit in the amount of \$ _____ (the "Reservation Deposit") is due and payable upon return of this signed Agreement in order to secure Guest's reservation. The Reservation Deposit is non-refundable and will be applied toward the rental rate. Payment in full of the following fees, less the Reservation Deposit, will be due within _____ days before the Arrival Date.

A reservation deposit is **NOT** required. Guest agrees to pay the rent and fees described below (the "Total Amount Due"). Payment in full of the following fees will be due within _____ days before the Arrival Date.

Rental rate of \$145.00 PER NIGHT	\$ _____
Cleaning service fee	\$100.00
Other fee: _____	\$ _____
Other fee: _____	\$ _____
State and local sales/rental taxes (_____ %)	\$ _____
Total Amount Due \$ _____	
(Less reservation deposit due immediately) (\$ _____)	
Total Balance Due \$ _____	

Acceptable payment methods are: (Check all that apply)

- credit card
- debit card
- personal check
- cashier check
- money order
- other: **AIRBNB**

Checks should be made payable to: _____ [Name] and sent to: _____ [Address] A fee of \$ _____ will be charged to Guest for dishonored checks.

9. Security Deposit. (Check one)

Owner reserves the right, at its discretion, to charge a security deposit at the time of reservation in the amount of \$ _____. This deposit will be refunded after Guest's departure and an inspection of the Property by Owner, less any deductions for damage to the Property or furnishings, excessive mess requiring additional cleaning or other costs incurred outside the normal course due to Guest's stay.

A security deposit is **NOT** required.

10. Cancellation. (Check one)

Guest must cancel the reservation at least **5 (FIVE)** days before the Arrival Date to receive a full refund.

If Guest cancels the reservation, the Reservation Deposit will be forfeited.

Full Rental Payment Forfeited (Check if applicable)

If Guest cancels the reservation less than **5 (FIVE)** days before the Arrival Date, the Total Amount Due will be forfeited.

Vacation Rental Short Term Rental Agreement (Rev. 133EF54)

11. Cleaning. (Check one)

A cleaning fee of **\$100.00** will be charged to the Guest.

A cleaning fee will **NOT** be charged to the Guest.

Daily housekeeping services are not included in the rental rate. Throughout the rental period, Guest will be responsible for keeping the Property clean and in good condition. Any unsafe or dangerous condition must be reported to Owner immediately. Guest acknowledges that on the Arrival Date, the Property is in good condition, except for any defect Guest may report to Owner by the end of the first day following the Arrival Date. The Property should be left in the same condition as it was found by Guest on the Arrival Date. Guest promises to leave the Property in good repair.

12. Furnishings. The following furnishings will be provided with the Property: 2 QUEEN BEDS WITH NIGHTSTAND, 1 FULL SIZE BED WITH NIGHTSTAND, 2 COUCHES AND COFFEE TABLE, DINING TABLE AND CHAIRS

Furnishings are subject to change without notice. Furniture, bedding, kitchen equipment, utensils, and any other personal property supplied with the Property must not be removed from the Property. Loss of any items within the Property or damage to the Property or furnishings in excess of normal wear and tear will be charged to Guest. The Property will be inspected by Owner after Guest's departure. All contents of the Property are the property of Owner. If an item should break, Guest must notify Owner immediately. Guest is not permitted to alter the wiring of any television, computer, or gaming equipment.

13. Parking. Parking is limited to **DRIVEWAY AND GARAGE** spaces. Guest may only park in designated parking area. Any illegally parked cars may be subject to towing and/or fines.

14. Mechanical Failures. Owner attempts to properly maintain the Property. While all electrical and mechanical equipment within the Property are in good working order, Owner cannot guarantee against mechanical failure of electrical service, stopped plumbing, water supply, heating, air conditioning, audio visual equipment, internet access, cable service, or appliances. Guest agrees to report any inoperative equipment or other maintenance problem to Owner immediately. Owner will make every reasonable effort to have repairs done quickly and efficiently. Guest will allow Owner or a person permitted by Owner access to the Property for purposes of repair and inspection. Owner is not responsible for any inconvenience that may occur and no refunds or rent reductions will be made due to failure of such items.

15. Acts of God. (Check one)

If there is a storm or severe weather and a mandatory evacuation order is issued by state or local authorities, Guest shall be entitled to a prorated refund for each night Guest is unable to occupy the Property. Owner will not be liable or deemed in default under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control, including, without limitation, acts of God.

No refunds will be given if there is a storm or severe weather (i.e. hurricane, earthquake, forest fire) even if a mandatory evacuation order has been given. Owner will not be liable or deemed in default under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control, including, without limitation, acts of God.

16. Limitation on Liability. Owner is not responsible for any accidents, injuries or illness that occur to any member of the Rental Party or Guest's visitors while in the Property or on the Property. Owner is not responsible for loss of personal belongings or valuables belonging to any member of the Rental Party or any of Guest's visitors. Guest agrees to assume the risk of any harm arising from use of the Property. **UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, STRICT**

Vacation Rental Short Term Rental Agreement (Rev. 133EF54)

MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

LIABILITY, OR OTHERWISE, SHALL OWNER BE LIABLE TO GUEST OR ANY OTHER PERSON FOR ANY DAMAGES OF ANY NATURE WHATSOEVER INCLUDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR GUEST'S RENTAL OF THE PROPERTY OR USE OF THE PROPERTY. IN NO EVENT WILL OWNER BE LIABLE FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF OWNER SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

17. Indemnification. Guest acknowledges that the use of the Property by the Rental Party and Guest's visitors is entirely at their own risk. Guest will indemnify and hold harmless Owner from any and all expenses, costs, damages, suits, actions, or liabilities whatsoever arising from or related to any and all loss of or damage to personal property, injury or death resulting from the use or occupancy of the Property or the failure of any member of Rental Party or Guest's visitors to observe the Rules and restrictions set forth in Paragraph 7.

18. Violation of Agreement. If Guest or any member of the Rental Party violates any of the terms of this Agreement, including but not limited to maximum occupancy, visitors and rental rules and restrictions, Owner may evict Guest and the Rental Party from the Property and Guest will forfeit all rent and security deposit paid.

19. Governing Law. This Agreement and all transactions contemplated by this Agreement will be governed by, and constructed and enforced in accordance with the laws of the State of MISSISSIPPI (not including its conflicts of laws provisions). Any dispute arising from this Agreement shall be resolved through: (Check one)

[] Court litigation. Disputes shall be resolved in the courts of the State of _____.
[] If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.

[] Binding arbitration. Binding arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

[] Mediation.

[] Mediation, then binding arbitration. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association

20. Amendments. This Agreement may be amended or modified only by a written agreement signed by both Owner and Guest.

21. No Waiver. Neither Owner nor Guest shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

22. Severability. If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

23. Notices. Any notice or communication under this Agreement must be in writing and sent via one of the following options:

- [] personally delivered
[] sent by overnight courier service

Vacation Rental Short Term Rental Agreement (Rev. 133EF54)

- [] certified or registered mail (postage prepaid, return receipt requested)
[] facsimile
[] electronic email transmission
[] other: _____

24. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon Owner, its successors and assigns, and upon Guest and its permitted successors and assigns.

25. Entire Agreement. This Agreement ([] and Exhibit A) represents the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all other negotiations, understandings and representations (if any) made by and between the Parties.

SIGNATURES

Owner Signature Guest Signature
Owner Name Guest Name
Date Date

MINUTES OF FEBRUARY 23, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

US Coastal Property & Casualty Insurance Company

PO Box 357965, Gainesville, FL 32635 U-BILL: LBA PROPERTIES LLC PAGE: 1
Phone: 352-224-2820 AMENDED DEC: EFF: 01/31/23 ENDF: 0001

CABRILLO COASTAL GENERAL INS AGENCY PO BOX 357965 GAINESVILLE, FL 32635-7965	PRODUCER: 801217 (228) 388-2614 MATTINA INSURANCE AGENCY, INC. PO BOX 3539 GULFPORT, MS 39505-3539																																				
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US Coastal Property & Casualty Insurance Company

PO Box 357965, Gainesville, FL 32635 U-BILL: LBA PROPERTIES LLC PAGE: 2
Phone: 352-224-2820 ADDITIONAL INFORMATION

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MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

US Coastal Property & Casualty Insurance Company
PO Box 357965, Gainesville, FL 32635 Phone: 352-224-2820
D-FILE: LBA PROPERTIES LLC
ADDITIONAL INFORMATION
PAGE: 3

CABRILLO COASTAL GENERAL INS AGENCY PO BOX 357965 GAINESVILLE, FL 32635-7965		PRODUCER: 801217 (228) 388-2614 MATTINA INSURANCE AGENCY, INC. PO BOX 3539 GULFPORT, MS 39505-3539	
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POLICY NO: UMSD000058		Policy Period: 6/08/2022 to 6/08/2023	
DWELLING DECLARATIONS 12:01 A.M. Standard Time at the Address of the Named Insured as Stated Herein.			
Mortgagee:	Loan Nbr:	2nd Mortgagee:	Loan Nbr:
TENANT OC Units/Families: 1	Construction: 2005/MAS VEN Class: P	Program: DP3 DWELL	Terr: 701
<p>FRAUD STATEMENT: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SUBJECTS THE PERSON TO CRIMINAL & CIVIL PENALTIES</p> <p>** IMPORTANT ** THIS POLICY CONTAINS A FLOOD EXCLUSION. FLOOD COVERAGE MAY BE PURCHASED SEPARATELY FROM THE NATIONAL FLOOD INSURANCE PROGRAM, IF AVAILABLE IN YOUR AREA.</p> <p>** IMPOPTANT ** THIS POLICY CONTAINS AN EARTHQUAKE EXCLUSION. CONTACT YOUR AGENT FOR INFORMATION CONCERNING THE AVAILABILITY OF EARTHQUAKE COVERAGE.</p> <p>** IMPORTANT ** THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR WINDSTORM OR HAIL LOSSES WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.</p> <p>CHANGED: UPDATED OCCUPANCY TO SHORT TERM RENTAL</p> <p>THE FOLLOWING FORMS HAVE BEEN ADDED OR UPDATED: CCD 17 STR(05/17)</p>			
Date Issued: 01/31/23		* END OF POLICY DECLARATIONS *	
		Countersigned by: Authorized Representative	

After considerable discussion, Commissioner Suthoff made motion, seconded by Commissioner Levens and unanimously carried recommending to approve the application as submitted.

It came for discussion under New Business a Short-Term Rental for property located at 121 East 5th Street, Tax Parcel 0612G-01-010.000, submitted by Jessica and Duke Huber (owners) and Jennifer Slate (property manager), as follows:

**MINUTES OF FEBRUARY 23, 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: 121-E 5th St, Long Beach, Ms 39560 Tax Parcel # 06126-01-010-000
(Location of Short-Term Rental)

OWNER'S INFORMATION:
 Property Owner's Name: Jessica + Duke Huber
 Property Owner's Address: 42146 Eagles View Ln, Prairieville, LA 70769
 Property Owner's Mailing Address, if different from above:

Property Owner's Phone No: 225-253-2800 Email Address: Jess@Jesshuber.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: Jennifer Slate
 Property Manager's Address: (Must be a local contact)
500 Broad Ave, Gulfport 39501

Property Manager's Phone No.: 337-224-1679 Email Address: Jessica@coastalparadize.com

- PLEASE PROVIDE THE FOLLOWING:**
- Mississippi Sales Tax ID # VRBO + 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.

Jessica Huber  2/2/23
 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>3</u>	<u>3</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: Byron Lach Date: 2/22/23
 Fire Inspector Signature: _____ Date: _____

COMMENTS: _____

Date Received: <u>2-2-23</u>
Agenda Date: <u>2-23-23</u>
Amount Due/Paid: <u>250.00</u>
Payment Method: <u>1303</u>

351

**MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



Jessica Huber, owner of the property located at 1215th St., Long Beach, MS, Tax Parcel 0412 G-01-010-000, 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.


signature

2/2/23
date

1/30/23, 11:45AM New and cozy with beach view Townhouses for Rent in Biloxi, Mississippi, United States - Airbnb
New and cozy with beach view Share Save



Entire townhouse hosted by Jessica  \$247 night
6 guests · 3 bedrooms · 3 beds · 7 baths

Self check in
Check yourself in with the keypad

Check in
Add date

Check out
Add date

Guests
1 guests

aircover
Every booking is covered free protection from host cancellations, listing inaccuracies, and other issues like this. [Learn more](#)

Respect your listing

Where you'll sleep

-  **Bedroom 1**
1 queen bed
-  **Bedroom 2**
1 queen bed

https://www.airbnb.com/s/mississippi-920705934?preview_from_refinement_source=impression_top_1_1675100722_byV6VZTC6MB1c1

1/30/23, 11:45AM Edit listing 'New and cozy with beach view' - Airbnb

X

Preview what guests pay

Select any combination of nights, guests, and pets, and we'll show you the final price.

2 nights **1 guest** No pets

\$247 x 2 nights	\$494
Your base price	
Cleaning fee	\$150
Guest service fee	\$91
Taxes	\$77
Total	\$812
Your earnings	\$625

MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



1st JUDICIAL DISTRICT
Instrument 2023-002912-D-11
Filed/Recorded 12/05/2023 12:26:01 PM
Total Fees \$6.00
15 Pages Recorded

PREPARED BY:
Michael J. Yentzen
Epland Land & Title Co., LLC
1914 24th Avenue
Gulfport, MS 39501
(228) 594-8866
MS Bar # 108866

RETURN TO:
Michael J. Yentzen
Epland Land & Title Co., LLC
1914 24th Avenue
Gulfport, MS 39501
(228) 594-8866

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

CORRECTED WARRANTY DEED

For and in consideration of the sum of TEN AND NO/100THS DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all which is hereby acknowledged,

SANDPIPER TOWNHOMES, LLC
A MISSISSIPPI LIMITED LIABILITY COMPANY
211 MAGNOLIA STREET
LONG BEACH, MS 39560
228.324.8911

does hereby sell, convey, and warrant unto

JESSICA HUBER AND DUKE HUBER
42146 EAGLES VIEW LANE
PRAIRIEVILLE, LA 70769
225.253.2800

As joint tenants with full rights of survivorship, and not as tenants in common, the following described land and property, lying and being situated in Harrison County, Mississippi, First Judicial District, more particularly and certainly described as follows:

(See Exhibit A attached)(Page 5)

Indexing instructions: A PARCEL OF LAND IN SECTION 13, TOWNSHIP 8 SOUTH, RANGE 12 WEST, HARRISON COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT

This conveyance is subject in all covenants, restrictions, easements, rights of way and other matters of record. 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 Grantor agrees to pay said Grantees or their assigns any deficit on the actual proration.

The purpose of this corrected warranty deed is to correct the legal description of the property previously conveyed in that warranty deed dated 11/28/2022 and recorded 11/30/2023 as instrument number 2022-0028535-D-11 in the office of the Chancery Clerk of Harrison County, Mississippi, First Judicial District.

WITNESS the signature of the Grantor, on this the 29th day of November, 2022.

GRANTOR - SANDPIPER TOWNHOMES, LLC

Alan D. Stennett
BY: Alan D. Stennett, Member

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 29th day of November, 2022, within my jurisdiction, the within named ALAN D. STENNETT, who acknowledged that he signed, executed and delivered the above and foregoing instrument as MEMBER of SANDPIPER TOWNHOMES, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY, after being duly authorized to do so.

GIVEN under my hand and official seal of office.

My Commission Expires:

May 26, 2024

Michael J. Yentzen
NOTARY PUBLIC



EXHIBIT "A"

LEGAL DESCRIPTION: A PARCEL OF LAND LOCATED IN AND SITUATED IN SECTION 13, TOWNSHIP 8 SOUTH, RANGE 12 WEST, HARRISON COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY MARGIN OF 5TH STREET WITH THE EASTERLY MARGIN OF JEFF DAVIS AVENUE IN THE CITY OF LONG BEACH, HARRISON COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; THENCE RUN NORTH 69 DEGREES 14 MINUTES 59 SECONDS EAST A DISTANCE OF 483.00 FEET ALONG THE SOUTHERLY MARGIN OF 5TH STREET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE FROM SAID POINT OF BEGINNING NORTH 69 DEGREES 14 MINUTES 59 SECONDS EAST A DISTANCE OF 38.75 FEET; THENCE RUN SOUTH 27 DEGREES 49 MINUTES 45 SECONDS EAST A DISTANCE OF 180.11 FEET; THENCE RUN SOUTH 69 DEGREES 12 MINUTES 44 SECONDS WEST A DISTANCE OF 38.75 FEET; THENCE RUN NORTH 27 DEGREES 49 MINUTES 45 SECONDS WEST A DISTANCE OF 180.14 FEET TO THE POINT OF BEGINNING. (TAX PARCEL # 0612G-01-010,000).

ALSO BEING KNOWN AS PARCEL "A" ON THE CERTIFICATE OF RESUBDIVISION FILED AS INSTRUMENT NUMBER 2020-2551-D-11 IN THE OFFICE OF THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT.

TRASH MANAGEMENT PLAN

Guest will empty trash into the brown trash bin outside. They will empty any items that are recyclable into the green recycle bin outside. The cleaners will ensure all trash is properly disposed of each week after guest stay. The cleaners also offer curbside trash where they will put the trash can to the road in the morning and pick up by the end of the day. My neighbor has also offered to help roll the can to the road each morning and remove from the side of the road after trash an recycle pass.

PARKING RULES & PLAN

Guest will be allotted room to park 3 cars in the driveway. No other vehicles will be allowed to park. The garage will not be used by guest renting the home. There is no street parking either.

MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
COASTAL PARADIZE ARIBNB AGREEMENT & RULES

This vacation rental agreement is made between Owner, also Identified as Coastal Paradize, LLC and Occupant (s) also named as Responsible Party as described below. Regardless the number of occupants described at the bottom of this page, the responsible party assumes responsibility for the number of people listed. **Note: responsible party must be 25 years or more to be accepted into this contract:**

Responsible Party Name:

Home Address:

Email Address:

Cell Phone number:

PROPERTY: Occupant(s) rent for vacation purposes only, the furnished real property and improvements described as Coastal Paradize, located at 121 E 5th St., Long Beach, MS 39560.

ARRIVAL AND DEPARTURE: Check in is 4pm and check out is 10am

AUTHORIZED USE AND GUEST: It is our policy not to rent to responsible party occupant(s) under the age of 25. Occupant(s) are not to exceed the number of people listed below and are authorized by owner. If more than 6 people are found to be occupying the temporarily leased property, this agreement must be terminated **without refund**. The premises are for the sole use as personal vacation residence by no other than the people listed below.

Name(s)	Age:	Relationship to Occupant:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please note that we are limited by city ordinance to only registered Occupant(s). If the premises are used by more or different persons than those identified here, then Occupant, authorized guest and all others may be required to immediately leave the premises and **will not** be refunded. Lying or omitting about age to benefit a minor or to rent this location is considered unlawful and it is grounds for termination of this agreement with an immediate eviction and no refund.

ACCESS CODES: Owner will provide guest with an access code which will unlock the front door to the property. The code will be shared with Occupant the day of check in and will be no longer valid after 11am on the day of check out. The garage will not be able to be accessed by occupants.

CANCELLATION: If Occupant cancels within 48 hours of booking, a full refund will be issued, if the check in date is at least 14 days away. If the cancellation is made at least 7 days before check in, 50% will be refunded, and NO refunds for if cancellations are made within 7 days of check in. **We highly recommend you purchase travel insurance!!**

ACTS OF GOD. It is highly recommended that you purchase trip cancellation/interruption insurance in case of family emergencies, funerals, bad weather delays, hurricanes, flight/rental car cancellations, job loss, snow/ice, Covid- 19 bans/restrictions, early departures, etc. If you live in an area prone to hurricanes, forest fires, etc., and cannot make your trip, please seek reimbursement through your travel insurance. No refunds are given unless the city of Long Beach is under a mandatory evacuation order that is issued by state or local authorities. Hurricane season is June 1- November 30th. Owner will not be liable or deemed in default under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control, including, without limitation, acts of God.

CLEANING: A cleaning fee of \$150 will be charged to the Occupant(s). Daily housekeeping services are not included in the rental rate. Occupant(s) are responsible for keeping the property clean and in the same condition as it was found on arrival date. If the home is not left in the same condition or better than when arrived, an extra charge for cleaning will be applied.

PARKING: Parking is limited to 3 cars in the driveway only. Any illegally parked cars may be subject to towing and/or fines at Occupant(s) expense.

GENERAL RULES:

- 1) **Smoking & Vaping:** Smoking or vaping is not permitted inside the premises at any time. If the owner or cleaning crew see, smell, or detect smoking and/or vaping a fee starting at \$250 will be collected or charged to the occupant. The fee could be more depending on the severity of the situation and cost of cleaning.
- 2) **Candles:** Lighting candles is not permitted inside nor outside under NO CIRCUMSTANCES!
- 3) **Noise:** Quiet hours are from 11pm till 7am. Creating a disturbance of the area by large gatherings or parties shall be grounds for immediate termination of this Agreement. **NOTE:** Coastal Daquiri's may have a band playing till 11pm, which you may be able to hear.
- 4) **Balcony:** Please do not throw anything, hang clothes, or wet towels, from the balconies.
- 5) **Pets:** Pets are not allowed.
- 6) **Trash:** The brown bin is for trash and the small green bin is for recycling. Please throw all of your trash into the proper bin upon checkout.
- 7) **Commercial Photography/ Videoing:** is NOT allowed.

**MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

- 8) **Events:** No events are to be planned or hosted at the property.
- 9) **Wi-Fi:** Occupant will be issued a guest Wi-Fi passcode the day of check in and will be disabled by 11 am on day of check out.
- 10) **Thermostat:** Thermostat is wi-fi enabled and Owner will have access to turn up, down off, or on the thermostat if set to a temperature that could damage or cause issues with the HVAC system or the home.
- 11) **Streaming Services:** The tv's are smart TVS and have apps for Occupant(s) to log into streaming services with their own username and passwords. It is your responsibility to remember to log out of any services you signed into upon checking out.

PERSONAL PROPERTY & INJURY

Occupant and/or their guests' personal property, including vehicles, are not insured by owner against loss or damage due to fire, theft, vandalism, water or any other cause. Owner does not insure against personal injury to occupant or guests. The owner is not responsible for any accident, injuries or illness that occurs while in the premises. Owner is not responsible for the loss of personal belongings or valuables of the guests while they are in or not in the premises. Owner shall not be liable to occupant, occupant's guests or visitors or any other person. Occupant shall not hold owner harmless and indemnified from and against all loss or damage occasioned by misuse or abuse of any part of premises and from or against any omission, neglect or default of occupant, his guest, licensees or invitees.

ACCEPTING OUR RENTAL AGREEMENT TERMS: I have read and I understand and accept ALL terms and conditions of this agreement. If any dispute arises during, before or after my stay, Airbnb will be involved to mediate the issue on first instance; however, MBVR is still entitled to commence formal proceedings to recover damages for the breach of contract including legal fees incurred in doing so.
By signing below I acknowledge and accept the terms described on pages 1-6 of this agreement:

OCCUPANT'S SIGNATURE	NAME PRINTED	DATE
LANDLORD'S SIGNATURE	NAME PRINTED	DATE

Coastal Paradize Checkout Instructions

- CHECKOUT TIME IS 10 am.
- LEAVE BEDS UNMADE. DO NOT UNDRRESS THE BED.
- BRING ALL USED TOWELS TO LAUNDRY ROOM.
- LOAD ALL DISHES INTO THE DISHWASHER AND PRESS START.
- EMPTY ALL TRASH CANS INSIDE THE HOME, AND BRING TRASH TO BROWN BIN OUTSIDE. (Recyclables go in the small green trash bin)
- TURN OFF ALL LIGHTS.
- CHECK FOR YOUR VALUABLES AND CHARGERS.
- SIGN OUT OF ANY STREAMING SERVICES.
- LOCK ALL THE DOORS BEFORE LEAVING.
- WE HOPE YOU ENJOYED YOUR STAY! THANK YOU!**

**MINUTES OF FEBRUARY 23, 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: 20UAMS04S0140655-00																																				
AUTHORITY REF:																																					
1. NAME AND ADDRESS OF THE INSURED: Jessica Huber 42146 Eagles View Lane Prairieville, LA, 70769	INSURED LOCATION/RESIDENCE PREMISES: 121 E 5th Street, Long Beach, MS, 39560																																				
2. POLICY PERIOD: EFFECTIVE FROM 01/20/2023 TO 01/20/2024 BOTH DAYS AT 12:01A.M. LOCAL STANDARD TIME																																					
3. COVERAGES-INSURANCE IS EFFECTIVE WITH: Accredited Specialty Insurance Company																																					
Limits:	<table style="width:100%; border:none;"> <tr><td>Coverage A</td><td>Dwelling</td><td>\$</td><td>270,000.00</td></tr> <tr><td>Coverage B</td><td>Other Structures</td><td>\$</td><td>0</td></tr> <tr><td>Coverage C</td><td>Personal Property</td><td>\$</td><td>30,000.00</td></tr> <tr><td>Coverage D</td><td>Fair Rental Value</td><td>\$</td><td>10,000.00</td></tr> <tr><td>Coverage L</td><td>Personal Liability</td><td>\$</td><td>300,000.00</td></tr> <tr><td>Coverage M</td><td>Medical Payments</td><td>\$</td><td>1,000.00</td></tr> <tr><td>Loss Assessment</td><td></td><td>\$</td><td>1,000.00</td></tr> <tr><td>Deductibles:</td><td>All Other Perils</td><td>\$</td><td>2,500.00</td></tr> <tr><td></td><td>Windstorm & Hail</td><td></td><td>5%(\$13,500.00)</td></tr> </table>	Coverage A	Dwelling	\$	270,000.00	Coverage B	Other Structures	\$	0	Coverage C	Personal Property	\$	30,000.00	Coverage D	Fair Rental Value	\$	10,000.00	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%(\$13,500.00)
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Deductibles:	All Other Perils	\$	2,500.00																																		
	Windstorm & Hail		5%(\$13,500.00)																																		
*25%Minimum Earned Premium Applies																																					
4. PREMIUMS AND OTHER CHARGES:																																					
	\$2,791.64																																				
Base Premium	\$200.00																																				
Policy Fee	\$225.00																																				
Inspection Fee	\$155.00																																				
State Tax	\$9.69																																				
Stamping Fee	\$116.25																																				
MWUA Fee	\$658.36																																				
Other Coverage Premium	\$4,155.94																																				
TOTAL																																					
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																																					

7. MORTGAGEE(S) Assurance Financial Group, LLC ISAOA/ATIMA, 9029 Jefferson Hwy Ste. 100, Baton Rouge, LA, 70809 Mortgagee Loan #32242741	
8. ADDITIONAL INTEREST(S)	
9. ADDITIONAL INSURED(S)	
10. IN THE EVENT OF A CLAIM - PLEASE NOTIFY THE FOLLOWING AGENT Beacon Insurance Services, Inc. 1009 Howard AvenueBiloxiMS39530 228-374-0067	PRODUCING AGENT Ronald Terzer 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: Orchid Underwriters Agency LLC 1201 19th Place Suite A110, Vero Beach Fl 32960 License: 15015264	DATE ISSUED:01/20/2023 AUTHORIZED REPRESENTATIVE: Ronald Terzer 10752733

**MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

After considerable discussion, Commissioner Fields 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 for property located at 128 Oak Gardens Avenue, Tax Parcel 0612E-02-042.000, submitted by August Rechten (owner) and Angie Daniels (property Manager), as follows:

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: 128 Oak Gardens Avenue, Long Beach, MS 36604 **Tax Parcel #** 0612E-02--042.000
 (Location of Short-Term Rental)

OWNER'S INFORMATION:
Property Owner's Name: August Rechten
Property Owner's Address: 25 Lee St., Mobile, AL 36604
Property Owner's Mailing Address, if different from above:
 Same

Property Owner's Phone No.: 228.260.1762 **City** State **Zip**
Email Address: gr71077@gmail.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: Angie Daniels
Property Manager's Address: (Must be a local contact)
 19007 Red Bud Drive, Long Beach, MS 39560
City State, **Zip**
Property Manager's Phone No.: 228.806.3871 **Email Address:** itsme.angied@yahoo.com

- PLEASE PROVIDE THE FOLLOWING:**
- Mississippi Sales Tax ID # 1298456
 - 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.

August Rechten 1/12/2023
 PRINT NAME SIGNATURE DATE

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

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:** 2/22/23
Fire Inspector Signature: **Date:**

COMMENTS:

Date Received: 2-6-23	
Agenda Date: 2-23-23	
Amount Due/Paid: 250.00	
Payment Method: 1075	

**MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



I, August Rechten, owner of the property located at 128 Oak Gardens Ave., Long Beach, MS, Tax Parcel 0612E-02-042.000, 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.


signature

1/12/2023
date

January 13, 2023

To: City of Long Beach, MS
201 Jeff Davis
Long Beach, MS 39560

Re: Short-Term Rental Permit Application for 128 Oak Gardens, Long Beach, MS 39560.

Dear City of Long Beach:

I have reviewed The City of Long Beach Ordinance 660 pertaining to Short-Term Rentals as provided by Mr. Ryan Ladner, Building Inspector, and I am hereby submitting my application for a short term rental permit.

Please find enclosed the application, a copy of the recorded warranty deed, a copy of the Parking Rules and Plan, the Trash Management Plan, a copy of the Proposed Rental Agreement, Proof of Liability Insurance, a completed Written Statement of Compliance, and a check in the amount of \$250.00 for the nonrefundable application fee.

The applicable Mississippi Sales Tax ID # is **1298456**.

I believe this documentation constitutes a complete application. If the City determines that this application is incomplete or the City has any questions, please feel free to contact me at 228-260-1762 and I will promptly answer any questions or supplement the application as necessary.

As discussed with Mr. Ladner, I am available to meet with him to conduct the property inspection at his convenience.

Thank you in advance for your assistance in this process.

Sincerely,



August Rechten

MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Prepared By:
The Casano Law Firm, P.A.
4403 West Aloha Drive
Diamondhead, MS 39525
228-255-0033
File No: 23-0046

Return To:
The Casano Law Firm, P.A.
4403 West Aloha Drive
Diamondhead, MS 39525
228-255-0033

Index As: Lots 15 and 16, Block 1, Oak Gardens Subdivision, LJD, 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, paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, I

Valerie Ann Thomas, Grantor
128 Oaks Garden Avenue
Long Beach, MS 39560
Phone: 228-366-8120

Do hereby sell, convey, bargain and warrant to

August N. Rechten and Jackie Anyango Oyugi, Grantees
104 South Street
Waveland, MS 39576
Phone: 228-266-1762

As joint tenants with right of survivorship and not as tenants in common, the following described real property situated and located in Harrison County, Mississippi, more particularly and certainly described as follows:

Lot 15 and 16 of Block 1 of Oak Gardens Subdivision in Long Beach, Harrison County, Mississippi, as per map and plat thereof on file and of record in the office of the Clerical Clerk of Harrison County, Mississippi, together with all improvements thereon situated.

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

This conveyance is made subject to any and all reservations, restrictions, easements, exceptions, covenants and conditions of record, including any mineral, oil or gas reservations and any covenants or restrictions of record.

If bounded by water, the warranty granted herein shall not extend to any part of the above described property which is tidal and or coastal wetlands as defined in the Mississippi Coastal Wetlands Protection Act and this conveyance includes any natural accretion and is subject to any erosion due to the action of the elements.

PARKING RULES AND PLAN
128 Oak Gardens Ave.
Long Beach, MS 36604

These Parking Rules and Plan ("Plan") pertain to all short-term rentals of the premises located at 128 Oak Gardens Ave., Long Beach, MS 36604 ("Premises"). This Plan coincides with the Short-Term Rental Agreement entered into between the Landlord and all Tenants renting the Premises.

PARKING FACILITIES. The Premises include a large concrete driveway with a parking capacity for up to four regular passenger vehicles. Said facilities are located in front of the residence on the Premises.

PARKING RULES.

1. Tenants renting the Premises are entitled to park two Tenant vehicles on the Parking Facilities at the Premises.
2. No more than two Tenant vehicles may be parked at the Premises overnight.
3. Tenants are strictly prohibited from parking anywhere on the Premises other than the designated concrete parking facilities on the Premises.
4. Parking in the yard is strictly prohibited.
5. Parking along the street is strictly prohibited.
6. Parking at the Premises shall be executed in such a fashion as to not interfere with the flow of traffic on adjacent streets.
7. Permitted guests must park on the parking facilities on the Premises.
8. Guests are required to comply with all of the parking rules applicable herein to Tenants.
9. In no case shall there be more than 4 cars parked on the parking facilities on the Premises.
10. No guest vehicles shall be allowed to park at the Premises overnight.
11. Tenants and Guests must comply with all applicable laws and ordinances pertaining to parking at the Premises.

PARKING PLAN. The Premises provides off-street parking in the driveway in front of the rental unit. The driveway has the capacity to park 4 vehicles. Tenants may utilize two parking spaces and permitted guests may utilize two parking spaces. Tenants and guests shall abide by all parking rules herein and all applicable laws. Failure to comply with this Plan may result in vehicles being towed from the Premises at the owner's expense.

**MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
TRASH MANAGEMENT PLAN
128 Oak Gardens Ave.
Long Beach, MS 36604**

This Trash Management Plan ("Plan") pertains to all short-term rentals of the premises located at 128 Oak Gardens Ave., Long Beach, MS 36604 ("Premises"). This Plan coincides with the Short-Term Rental Agreement entered into between the Landlord and all Tenants renting the Premises.

Trash Service Contract. The Landlord shall at all times maintain trash removal services ("Services") with a reputable trash removal service in Long Beach, MS. The Services shall include pickup and removal of trash from the Premises one day per week, excluding holidays.

Landlord Duties. The Landlord will require all Tenants to dispose of all waste material generated during a lease term into the trash cans adjacent to the residence on the Premises. Landlord will provide one large garbage receptacle and one large recycling receptacle. Landlord will require Tenant to place all trash in the appropriate receptacle. The property manager for the Premises will enter the premises to move the trash and recycling receptacles to the curbside each evening prior to a trash pickup date and return the following day to relocate said receptacles to the storage location adjacent to the residence.

SHORT-TERM RENTAL AGREEMENT

I. **THE PARTIES.** This Short-Term Rental Agreement ("Agreement") is made on _____, 20____ between the following:

TENANT: _____, with a mailing address of _____ ("Tenant"), and

LANDLORD: _____, with a mailing address of 25 Lee St., Mobile, AL, 36604 ("Landlord").

II. **THE PREMISES.** The Landlord agrees to lease the described below to the Tenant, and the Tenant agrees to rent from the Landlord:

- a.) Mailing Address: 128 OAK GARDENS, LONG BEACH, MS.
- b.) Residence Type: House
- c.) Bedroom(s): 1
- d.) Bathroom(s): 1

Hereinafter known as the "Premises."

III. **LEASE TERM.** The Tenant shall have access to the Premises under the terms of this Agreement for the following time period:

Fixed Term. The Tenant shall be allowed to occupy the Premises starting _____, 20____ at ____: ____ AM PM and ending _____, 20____ at ____: ____ AM PM ("Lease Term").

IV. **QUIET HOURS.** The Landlord requires quiet hours to begin at 8:00 PM each night and continue until sunrise. Quiet hours consist of no music and keeping all noise to a minimum level out of respect for the surrounding residents.

V. **OCCUPANTS.** The total number of individuals staying on the Premises during the Lease Term shall be a total of two guests.

If more than the authorized number of guests listed above are found on the Premises, this Agreement will be subject to termination by the Landlord.

VI. **RENT.** The Tenant shall be required to pay the Landlord \$_____ for the Lease Term ("Rent"). The Rent is due at the execution of this Agreement.

VII. **UTILITIES.** The Landlord shall be responsible for all utilities and services to the Premises.

VIII. **SECURITY DEPOSIT.** The Tenant shall be obligated to pay the following amounts upon the execution of this Agreement: (check one)

MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

- **No Security Deposit:** There is no deposit required for the security of this Agreement ("Security Deposit").

- **Security Deposit:** \$_____ ("Security Deposit"). The Security Deposit is for the faithful performance of the Tenant under the terms and conditions of this Agreement. The Tenant must pay the Security Deposit at the execution of this Agreement. The Security Deposit shall be returned to the Tenant within the State's requirements after the end of the Lease Term less any itemized deductions. This Security Deposit shall not be credited towards any Rent unless the Landlord gives their written consent.

- IX. **PETS.** The Landlord does not allow pets on the Premises, except to the extent required by law. If the Tenant is found to have pets on the Premises, this Agreement and any Security Deposit shall be forfeited. **The Tenant is responsible for all damage to the Premises by any pet brought onto the Premises by Tenant, regardless of the ownership of said pet, and agrees to restore the Premises to its original condition at Tenant's expense.**
- X. **PARKING.** The Premises provides off-street parking in the driveway in front of the rental unit. The driveway has the capacity to park 4 vehicles. Tenant shall have the right to park two vehicles in the driveway during the lease term. Approved visitors may utilize the additional two parking spaces, but in no event shall Permitted visitors park a vehicle(s) at the Premises overnight. Parking along the street is strictly prohibited.
- XI. **FEES.** The Landlord requires the Tenant pays the following fees at the execution of this Agreement: (check all that apply)
- **Cleaning Fee:** \$ _____
- **Taxes:** \$ _____
- **Other:** _____ \$ _____
- XII. **NO PARTY POLICY.** Any type of gathering of people on the premises is strictly prohibited without the prior consent of the Landlord. This does not mean that a friend or family member is prohibited from coming to visit the Tenant during the Lease Term, but a gathering of more than four people must be approved by the Landlord in writing prior to the gathering. Any such gathering will only be permitted outside of quiet hours. No gatherings of any kind are permitted during quiet hours. Parties are strictly prohibited. For the purposes of this agreement, the determination as to whether a party is or has taken place is in the sole discretion of the Landlord. A violation of this provision will result in immediate termination of this agreement and forfeiture of the security deposit.
- XIII. **SMOKING POLICY.** Smoking inside any building on the Premises is strictly prohibited and will result in a termination of this agreement and forfeiture of the security deposit.

Page 2 of 4

- XIV. **PERSON OF CONTACT.** The Landlord has a local property manager for the Premises that can be contacted for any maintenance or repair at:
- Agent/Manager's Name: Angie Daniels
 Telephone: (228) 806-3871
 E-Mail: itsme_angied@yahoo.com
- XV. **SUBLETTING.** Subletting is strictly prohibited without the prior written consent of the Landlord.
- XVI. **INSPECTION.** The Landlord has the right to inspect the Premises with prior notice as in accordance with State law. Should the Tenant violate any of the terms of this Agreement, the rental period shall be terminated immediately in accordance with State law. The Tenant waives all rights to process if they fail to vacate the premises upon termination of the rental period. The Tenant shall vacate the Premises at the expiration time and date of this agreement.
- XVII. **MAINTENANCE AND REPAIRS.** The Tenant 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 Tenant shall leave the Premises in a ready to rent condition at the expiration of this Agreement, defined by the Landlord as being immediately habitable by the next tenant. The Tenant shall pay for maintenance and repairs should the Premises be left in a lesser condition. The Tenant agrees that the Landlord shall deduct costs of said services from any Security Deposit prior to a refund if Tenant causes damage to the Premises or its furnishings.
- XVIII. **TRASH.** The Tenants shall dispose of all waste material generated during the Lease Term into the trash cans adjacent to the house. Landlord will provide one large garbage receptacle and one large recycling receptacle. Tenant shall place all trash in the appropriate receptacle. The property manager will enter the premises to move the trash and recycling receptacles to the curbside each evening prior to a trash pickup date and return the following day to place said receptacles to the storage location adjacent to the residence.
- XIX. **QUIET ENJOYMENT.** The Tenant, along with neighbors, shall enjoy each other's company in a quiet and respectful manner to each other's enjoyment. The Tenant is expected to behave in a civilized manner and shall be good neighbors with any residents of the immediate area.
- XX. **LANDLORD'S LIABILITY.** The Tenant and any of their guests hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from the use of the Premises regardless of the nature of the accident, injury or loss. The Tenant expressly recognizes that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal

Page 3 of 4

**MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

property of Tenant and that Tenant should purchase their own insurance if such coverage is desired.

XXI. **ATTORNEY'S FEES.** The Tenant agrees to pay all reasonable costs, attorney's fees, and expenses that shall be made or incurred by the Landlord in enforcing this agreement.

XXII. **USE OF PREMISES.** The Tenant shall use the Premises for residential use only. The Tenant is not authorized to sell products or services on the Premises or conduct any commercial activity.

XXIII. **ILLEGAL ACTIVITY.** The Tenant shall use the Premises for legal purposes only. Any other such use that includes but is not limited to use in violation of local city ordinances, illicit drug use, verbal or physical abuse of any person or illegal sexual behavior shall cause immediate termination of this Agreement with no refund and forfeiture of the security deposit.

XXIV. **POSSESSIONS.** Any personal items or possessions that are left on the Premises are not the responsibility of the Landlord. The Landlord shall make every reasonable effort to return the item to the Tenant at Tenants request and expense. If a written claim is not made within the State's required time period or two (2) weeks, whichever is shorter, the Landlord shall be entitled to keep such items to sell or for personal use.

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

Landlord's Signature: _____ Date: _____

Print Name: _____

Tenant's Signature: _____ Date: _____

Print Name: _____

Tenant's Signature: _____ Date: _____

Print Name: _____

The Grantor herein certifies that the property herein above conveyed forms no part of the homestead of said Grantor.

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 Grantees herein.

WITNESS MY SIGNATURE, this the 23rd day of July, 2021.

Valerie Ann Thomas
Valerie Ann Thomas

**STATE OF MISSISSIPPI
COUNTY OF HANCOCK**

Personally came and appeared before me, the undersigned authority in and for the aforesaid County and State on this the 23rd day of July, 2021, Valerie Ann Thomas, who acknowledged that she signed and delivered the foregoing instrument of writing on the day and year therein mentioned.



Valerie Ann Thomas
Notary Public
My Commission Expires:

MINUTES OF FEBRUARY 23, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

DocuSign Envelope ID: 6EA0AF82-1843-491A-8B8B-6CC8CB8FB970



Named Insured: **Jackline Oyugi & August Rechten**
 Quote Number: **MQ02606121-000**
 Effective Date: **01/13/2023**
 Location: **128 OAK GARDENS AVE LONG BEACH, MS 39560**

LIABILITY COVERAGE QUOTED

Each Occurrence	\$ 1,000,000.00
Personal & Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00
Medical Payments – Each Person	\$ 5,000.00

Annual Premium

General Liability Premium	\$500.00	Additional TRIA Coverage Total: \$120 plus taxes and fees.
Policy Fee	\$200.00	
Inspection Fee	\$125.00	
MS Surplus Lines Tax	\$33.00	
MS Stamp Fee	\$2.06	
Mississippi Windstorm Tax	\$24.75	
Total Policy Cost	\$884.81	

Payment Information

Choose One:

- ELECTRONIC CHECK or CREDIT CARD – Annual premium**
A separate email from First Insurance Funding will be sent to you to make the payment. Coverage CAN NOT be bound until payment has been received.
- FINANCE AGREEMENT – Monthly premium**
Financing is through First Insurance Funding and payments are debited from your bank account. A separate email will be sent to you to set up the finance agreement, make the down payment and monthly withdrawals. Coverage CAN NOT be bound until finance agreement is setup.

Signature

I understand I will receive a separate email from First Insurance Funding to make payment. I also understand that until I have set up my finance agreement and made the down payment the policy will not be bound and issued. The finance contract must be setup within 3 days of policy effective date. If payment is not made a new effective date will need to be selected for the policy.

I understand I will receive a separate email from First Insurance Funding to make payment. I also understand that until I have made the payment the policy will not be bound and issued. Payment must be made within 3 days of policy effective date. If payment is not made a new effective date will need to be selected for the policy.

Bind My Coverage Effective: **01/13/2023**

Declassified by: *Jackline Oyugi*

Date: **1/13/2023**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/17/2023

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 have ADDITIONAL INSURED provisions or 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 CBIZ Insurance Services, Inc. 700 West 47th Street Kansas City MO 64112	CONTACT Name: Sean Dolan Phone: (800) 945-5221 Fax: (816) 897-0726 Email: vacationrentalprogram@cbiz.com Address:
INSURED Jackline Oyugi & August Rechten 128 Oak Gardens Avenue Long Beach MS 39560	INSURER(S) AFFORDING COVERAGE INURE# A: Scottsdale Insurance Company INURE# B: INURE# C: INURE# D: INURE# E: INURE# F:

COVERAGES **CERTIFICATE NUMBER:** Cert ID 14297 **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.

INSTR. NO.	TYPE OF INSURANCE	ADDL. SUBR. (Y/N)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> JECT <input type="checkbox"/> LOC OTHER:		APP10840100	01/13/2023	01/13/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Per person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRE/ NON-OWNED AUTOS ONLY UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY/PHYSIC FOR FORTNITE/LEAVE/OUTV OFFICER/MEMBER/EXCLUDED? (Mandatory in MS) YES/NO/ N/A DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)					CORRIDOR SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE \$ CIVIL \$ (E) EACH ACCIDENT \$ (E) DISEASE - (A) EMPLOYEE \$ (E) DISEASE - POLICY LIMIT \$

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

Sean Dolan

**MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING**

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

After considerable discussion, Commissioner Levens made motion, seconded by Commissioner Suthoff and unanimously carried recommending to approve the application as submitted.

It came for discussion under New Business a Certificate of Resubdivision for the property located at 20114 Pineville Road, Tax Parcel 0511J-02-073.000, submitted by Dale Marmalich, as follows:

MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION



CITY OF LONG BEACH
PLANNING DEPARTMENT
201 JEFF DAVIS AVENUE
PO BOX 929
LONG BEACH, MS 39560
(228) 863-1554
(228) 863-1558 FAX

Office use only
Date Received 1-27-23
Zoning R-O
Agenda Date 2-23-23
Check Number 2048

APPLICATION FOR CERTIFICATE OF RESUBDIVISION

- I. TYPE OF CASE: CERTIFICATE OF RESUBDIVISION
- II. ADVALOREM TAX PARCEL NUMBER(S): 0511J-02-073.000
- III. GENERAL LOCATION OF PROPERTY INVOLVED: 20114 Pineville Road
Long Beach, MS
- IV. ADDRESS OF PROPERTY INVOLVED: 20114 Pineville Road, Long Beach, MS
- V. GENERAL DESCRIPTION OF REQUEST: Resubdivision of one parcel of land
Into two parcels of land
- VI. REQUIRED ATTACHMENTS:
 - A. Resubdivision Survey and Certificate (see attached example) on no less than 11" X 17" paper.
 - B. Cash or check payable to the City of Long Beach in the amount of \$375.00
 - C. Proof of ownership (copy of recorded warranty deed) if applicable proof of authority to act as agent for owner.

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

VII. OWNERSHIP AND CERTIFICATION:

READ BEFORE EXECUTING, 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 fifteen (15) 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 due hereby agree to all the rules and regulations as set forth in the Long Beach Zoning Ordinance and agree to pay all fees and charges as stated.

Dale Marmalich

Name of Rightful Owner (PRINT)

5119 Mitchell Road

Owner's Mailing Address

Long Beach, MS 39560

City State Zip

228-547-4351

Phone

Dale Marmalich Jan 26th 2023

Signature of Rightful Owner Date

Name of Agent (PRINT)

Agent's Mailing Address

City State Zip

Phone

Signature of Applicant Date

MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

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

NAME OF OWNER (PRINT) Kimberly Marmalich

ADDRESS (STREET, CITY, STATE, ZIP CODE) 5119 Mitchell Road Long Beach, MS 39560

PHONE # (H) _____ (C) 228-343-6332

TAX PARCEL NUMBER(S) OWNED 0511J-02-073.000

SIGNATURE Kimberly Marmalich

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE) _____

PHONE # (H) _____ (C) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE _____

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE) _____

PHONE # (H) _____ (C) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE _____

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE) _____

PHONE # (H) _____ (C) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE _____

(Use additional forms as needed)

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES PERSON/AGENT FOR YOU: _____



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MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



1st Judicial District
Instrument 2016-2018 D-11
Filed/Recorded 02/23/16 04:32 P
Total Fees \$ 12.00
2 Pages Received

Prepared by:
Gerald M. Warren, Attorney
Attorney at Law
P. O. Box 1506
Gulfport, MS 39502
(228) 897-9975
MS Bar No. 06963

Return to:
Gerald M. Warren, Attorney
Attorney at Law
P. O. Box 1506
Gulfport, MS 39502
(228) 897-9975

INDEXING INSTRUCTIONS: NW 1/4 OF SEC. 10, T8S, R12W

QUITCLAIM DEED

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, the undersigned,

DALE WILLIAM MARMALICH
20114 Pineville Road
Long Beach, MS 39560
(228)864-7938

does hereby sell, convey and quitclaim unto

DALE WILLIAM MARMALICH and his wife,
KIMBERLY R. MARMALICH,
20114 Pineville Road
Long Beach, MS 39560
(228)864-7938

as joint tenants with full rights of survivorship and not as tenants in common, the following land and property, lying and being situated in the County of Harrison, State of Mississippi, and more particularly described as follows, to-wit:

A PARCEL OF LAND SITUATED IN THE EAST 1/4 OF THE SOUTHEAST
1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 8 SOUTH,
RANGE 12 WEST, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY,

MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/8" IRON ROD FOUND AT THE POINT OF INTERSECTION OF THE NORTH MARGIN OF PINEVILLE ROAD WITH THE EAST MARGIN OF ASHLEY LANE, SAID POINT BEING 317.12 WEST OF THE WEST MARGIN OF MITCHELL ROAD; THENCE ALONG THE WEST LINE OF SAID EAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, ALSO BEING THE EAST MARGIN OF ASHLEY LANE, N00°10'33"E 300.75' TO AN IRON ROD SET; THENCE S89°53'41"E 111.07' TO AN IRON ROD SET; THENCE S00°02'12"W 130.32' TO A 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF PROPERTY NOW OR FORMERLY OF MARMALICH; THENCE ALONG THE SOUTH LINE OF SAID PROPERTY, N89°51'16"E 205.13' TO A 1/2" IRON ROD FOUND ON THE WEST MARGIN OF MITCHELL ROAD; THENCE ALONG SAID WEST MARGIN, S00°04'46"W 20.17' TO A 1/2" IRON ROD FOUND; THENCE S89°53'39"W 205.09' TO AN IRON ROD FOUND; THENCE S00°06'06"W 150.06' TO A MAG. NAIL SET IN ASPHALT ON THE NORTH MARGIN OF PINEVILLE ROAD; THENCE ALONG SAID NORTH MARGIN OF PINEVILLE ROAD, S89°55'45"W 111.66' TO THE POINT OF BEGINNING, CONTAINING 0.863 ACRE.

THIS CONVEYANCE is subject to any and all recorded easements, rights-of-way, minerals reservations and restrictive covenants applicable to subject property.

AD VALOREM TAXES for the current year are to be paid by the Grantee(s) herein.

WITNESS the signature(s) of the Grantor(s) on this the 19 day May, 2016

DALE WILLIAM MARMALICH

2

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for said county and state, on this 19th day of May, 2016, within my jurisdiction, the within named DALE WILLIAM MARMALICH, who acknowledged that he signed, executed and delivered the above and foregoing Quitclaim Deed on the day and year therein mentioned.

NOTARY PUBLIC
My Commission Expires:



MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



Prepared by:
Gerald M. Warren, Attorney
Attorney at Law
P. O. Box 1506
Gulfport, MS 39502
(228) 897-9973
MS Bar No. 06963

Returned to:
Gerald M. Warren, Attorney
Attorney at Law
P. O. Box 1506
Gulfport, MS 39502
(228) 897-9973

INDEXING INSTRUCTIONS: NW 1/4 OF SEC. 10, T8S, R12W

WARRANTY DEED

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, the undersigned,

MARK A. SMITH and JULIENNE W. SMITH
5125 Ashley Lane
Long Beach, MS 39560
(228) 297-3300

do hereby sell, convey and warrant unto

DALE WILLIAM MARMALICH
20114 Pineville Road
Long Beach, MS 39560
(228)864-7938

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

A PARCEL OF LAND SITUATED IN THE EAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 12 WEST, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/8" IRON ROD FOUND AT THE POINT OF INTERSECTION OF THE NORTH MARGIN OF PINEVILLE ROAD WITH THE EAST MARGIN OF ASHLEY LANE, SAID POINT BEING 317.12' WEST OF THE WEST MARGIN OF MITCHELL ROAD; THENCE ALONG THE WEST LINE OF SAID EAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, ALSO BEING THE EAST MARGIN OF ASHLEY LANE, N00°10'33"E 300.75' TO AN IRON ROD SET; THENCE S89°53'41"E 111.07' TO AN IRON ROD SET; THENCE S00°02'12"W 130.32' TO A 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF PROPERTY NOW OR FORMERLY OF MARMALICH; THENCE ALONG THE SOUTH LINE OF SAID PROPERTY, N89°51'16"E 205.13' TO A 1/2" IRON ROD FOUND ON THE WEST MARGIN OF MITCHELL ROAD; THENCE ALONG SAID WEST MARGIN, S00°04'46"W 20.17' TO A 1/2" IRON ROD FOUND; THENCE S89°53'39"W 205.09' TO AN IRON ROD FOUND; THENCE S00°06'06"W 150.06' TO A MAG. NAIL SET IN ASPHALT ON THE NORTH MARGIN OF PINEVILLE ROAD; THENCE ALONG SAID NORTH MARGIN OF PINEVILLE ROAD, S89°55'45"W 111.66' TO THE POINT OF BEGINNING, CONTAINING 0.863 ACRE.

THIS CONVEYANCE is subject to any and all recorded easements, rights-of-way, minerals reservations and restrictive covenants applicable to subject property.

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

WITNESS the signature(s) of the Grantor(s) on this the 20th day of January, 2016

Mark A. Smith
MARK A. SMITH

Julienne W. Smith
JULIENNE W. SMITH

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for said county and state, on this 20th day of January, 2016, within my jurisdiction, the within named MARK A. SMITH and JULIENNE W. SMITH, who acknowledged that they signed, executed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned.

Peggy A. McBride
NOTARY PUBLIC
My Commission Expires:



RETURN TO
GERALD M. WARREN, ATTORNEY
P.O. BOX 1506
GULFPORT, MS 39502

371

MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

LONG BEACH PLANNING COMMISSION

CERTIFICATE OF RESUBDIVISION

In accordance with Article II, Section 3 of the Code of Ordinance (Subdivision Regulations) of the City of Long Beach as amended, it is hereby certified that the Long Beach Planning Commission Chairman and Long Beach Mayor and Board of Aldermen have reviewed and approved the attached Final Plat. The following property has been subdivided from Harrison County ad valorem tax parcel (0511J-02-073.000) into (two) parcels. The subject property is generally described as being located (20114 Pineville Road, Long Beach, MS).

The Case File Number is: _____

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION OF LAND PRIOR TO THIS RESUBDIVISION (PER DEED):

A PARCEL OF LAND SITUATED IN THE EAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 12 WEST, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/8" IRON ROD FOUND AT THE POINT OF INTERSECTION OF THE NORTH MARGIN OF PINEVILLE ROAD WITH THE EAST MARGIN OF ASHLEY LANE, SAID POINT BEING 317.12' WEST OF THE WEST MARGIN OF MITCHELL ROAD; THENCE ALONG THE WEST LINE OF SAID EAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, ALSO BEING THE EAST MARGIN OF ASHLEY LANE, N00°10'33"E 300.75' TO AN IRON ROD SET; THENCE S89°53'41"E 111.07' TO AN IRON ROD SET; THENCE S00°02'12"W 130.32' TO A 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF PROPERTY NOW OR FORMERLY OF MARMALICH; THENCE ALONG THE SOUTH LINE OF SAID PROPERTY, N89°51'16"E 205.13' TO A 1/2" IRON ROD FOUND ON THE WEST MARGIN OF MITCHELL ROAD; THENCE ALONG SAID WEST MARGIN, S00°04'46"W 20.17' TO A 1/2" IRON ROD FOUND; THENCE S89°53'39"W 205.09' TO AN IRON ROD FOUND; THENCE S00°06'06"W 150.06' TO A MAG. NAIL SET IN ASPHALT ON THE NORTH MARGIN OF PINEVILLE ROAD; THENCE ALONG SAID NORTH MARGIN OF PINEVILLE ROAD, S89°55'45"W 111.66' TO THE POINT OF BEGINNING, CONTAINING 0.863 ACRE.

LEGAL DESCRIPTIONS OF THE TWO PROPOSED PARCELS:

LEGAL DESCRIPTION of (PARCEL "1"):

A PARCEL OF LAND SITUATED IN THE EAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 12 WEST, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3/8" IRON ROD FOUND AT THE POINT OF INTERSECTION OF THE NORTH MARGIN OF PINEVILLE ROAD WITH THE EAST MARGIN OF ASHLEY LANE, SAID POINT BEING 317.12' WEST OF THE WEST MARGIN OF MITCHELL ROAD; THENCE ALONG THE WEST LINE OF SAID EAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, ALSO BEING THE EAST MARGIN OF ASHLEY LANE, N00°10'33"E 126.04' TO AN IRON ROD SET; THENCE N89°55'45"E 111.50' TO AN IRON ROD SET; THENCE S00°06'06"W 126.04' TO A MAG. NAIL SET IN ASPHALT ON THE NORTH MARGIN OF PINEVILLE ROAD; THENCE ALONG SAID NORTH MARGIN OF PINEVILLE ROAD, S89°55'45"W 111.66' TO THE POINT OF BEGINNING, CONTAINING 14,063.73 SQUARE FEET.

LEGAL DESCRIPTION of (PARCEL "2"):

A PARCEL OF LAND SITUATED IN THE EAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 12 WEST, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3/8" IRON ROD FOUND AT THE POINT OF INTERSECTION OF THE NORTH MARGIN OF PINEVILLE ROAD WITH THE EAST MARGIN OF ASHLEY LANE, SAID POINT BEING 317.12' WEST OF THE WEST MARGIN OF MITCHELL ROAD; THENCE ALONG THE WEST LINE OF SAID EAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, ALSO BEING THE EAST MARGIN OF ASHLEY LANE, N00°10'33"E 126.04' TO AN IRON ROD SET AT THE POINT OF BEGINNING; THENCE CONTINUE N00°10'33"E 174.71' TO AN IRON ROD SET; THENCE S89°53'41"E 111.07' TO AN IRON ROD SET; THENCE S00°02'12"W 130.32' TO A 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF PROPERTY NOW OR FORMERLY OF MARMALICH; THENCE ALONG THE SOUTH LINE OF SAID PROPERTY, N89°51'16"E 205.13' TO A 1/2" IRON ROD FOUND ON THE WEST MARGIN OF MITCHELL ROAD; THENCE ALONG SAID WEST MARGIN, S00°04'46"W 20.17' TO A 1/2" IRON ROD FOUND; THENCE S89°53'39"W 205.09' TO AN IRON ROD FOUND; THENCE S00°06'06"W 24.02' TO AN IRON ROD SET; THENCE S89°55'45"W 111.50' TO THE POINT OF BEGINNING, CONTAINING 23,546.26 SQUARE FEET.

PREPARED BY:

CLIFFORD A. CROSBY, PLS

716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

CLIENT: DALE AND KIMBERLY
MARMALICH
DATE OF FIELD SURVEY:
01/25/2023
DRAWN BY: CAC
JOB NUMBER: 15206.dwg

SHEET 3 OF 5

MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

A RESUBDIVISION OF COUNTY
PARCEL NUMBER
0511J-02-073.000, CITY OF LONG
BEACH, FIRST JUDICIAL DISTRICT
OF HARRISON COUNTY,
MISSISSIPPI

CERTIFICATE OF OWNERSHIP

I hereby certify that I am one of the owners of the property described hereon, which property is within the subdivision regulation jurisdiction of the City of Long Beach, and that I freely adopt this plan of subdivision.

DALE W. MARMALICH
DALE WILLIAM MARMALICH

Jan 27, 2023
DATE

Subscribed and sworn to before me, in my presence this 27 day of Jan, 2023, a Notary Public in and for the County of Harrison, State of Mississippi.

Shelby Yarbrough
NOTARY PUBLIC

My Commission Expires: 10/20/2023



CERTIFICATE OF OWNERSHIP

I hereby certify that I am one of the owners of the property described hereon, which property is within the subdivision regulation jurisdiction of the City of Long Beach, and that I freely adopt this plan of subdivision.

KIMBERLY R. MARMALICH
KIMBERLY R. MARMALICH

1/26/23
DATE

Subscribed and sworn to before me, in my presence this 26th day of January, 2023, a Notary Public in and for the County of Harrison, State of Mississippi.

Kerry L. Lion
NOTARY PUBLIC

My Commission Expires: 6-7-2024



PREPARED BY:

CLIFFORD A. CROSBY, PLS

716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-244-1649

MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

A RESUBDIVISION OF COUNTY
PARCEL NUMBER
0511J-02-073.000, CITY OF LONG
BEACH, FIRST JUDICIAL DISTRICT
OF HARRISON COUNTY,
MISSISSIPPI

CERTIFICATE OF APPROVAL

I hereby certify that the minor subdivision shown on this plat does not involve the creation of new public streets or any change in existing public streets, the extension of public water or sewer system or the installation of drainage improvements through one or more lots to serve one or more lots. That the subdivision shown is in all respects in compliance with the City ordinances of Long Beach and that therefore this plat has been approved by the administrator subject to its being recorded in the Harrison County Courthouse within (60) days of the date below.

ADMINISTRATOR _____

DATE _____

CERTIFICATE OF SURVEY AND ACCURACY

I hereby certify that this map drawn by me or drawn under my supervision from actual survey made by me or actual survey made under my supervision and a deed description recorded in instrument no. 2016-3513-D-J1 in accordance with all applicable codes and ordinances. Witness my original signature, registration number and seal this the 25th day of JANUARY, 2023.



Clifford A. Crosby
Clifford A. Crosby, P.L.S.

2539
MS P.L.S. NO.

PLANNING COMMISSION

Approved by the City of Long Beach Planning Commission at the regular meeting of said Commission held on the _____ day of _____, 2023.

Planning Commission Chairman _____

Date _____

ACCEPTANCE

Submitted to and approved by the City of Long Beach, Board of Aldermen, at the regular meeting of said Board of Aldermen held on the _____ day of _____, 2023.

ADOPT: _____

ATTEST: _____

MAYOR _____

CITY CLERK _____

PREPARED BY:

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

CLIENT: DALE AND KIMBERLY
MARMALICH
DATE OF FIELD SURVEY:
01/25/2023
DRAWN BY: CAC
JOB NUMBER: 15208.dwg

**MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Special Tap Fee: 20114 Pineville Road.				
Date: 02-03-32				
SEWER AND WATER TAP				
MATERIALS:				
QTY.		ITEM	PRICE	TOTAL
2	EA	6" wye	\$53.04	\$106.08
2	EA	6" FERNCO	\$16.84	\$33.68
2	EA	6" CAPS	\$13.22	\$26.44
30	FT	6" SDR 26	\$9.18	\$275.40
1	EA	8"X1" Tap Saddles	\$34.10	\$34.10
1	EA	1" Corp Stop	\$58.84	\$58.84
1	EA	1" Curb Stop	\$68.25	\$68.25
15	FT	Roll Tube	\$0.65	\$9.75
1	EA	Meter Box	\$93.00	\$93.00
TOTAL MATERIAL COST				\$705.54
EQUIPMENT:				
QTY.		ITEM	PRICE	TOTAL
8	HRS	161-TRACK HOE	\$25.00	\$200.00
8	HRS	DUMP TRUCK/ Trailer	\$50.00	\$400.00
8	HRS	CREW TRUCK	\$15.00	\$120.00
TOTAL EQUIPMENT COST				\$720.00
LABOR:				
			LABOR	TOTAL
				\$895.51
TOTAL LABOR COST				\$895.51
FUEL:				
			TOTAL MATERIAL COST	TOTAL
			TOTAL EQUIPMENT COST	\$705.54
			TOTAL LABOR COST	\$720.00
			TOTAL	\$895.51
			TOTAL	\$2,321.05
			10% FUEL COST	\$232.10
PLEASE REMIT MATERIAL AND EQUIPMENT COST TO:				<u>\$1,425.54</u>
City of Long Beach				
P.O. Box 591				
Long Beach, MS 39560				
PLEASE REMIT LABOR & FUEL COST TO:				<u>\$1,127.61</u>
H2O Innovation				
P.O. Box 591				
Long Beach, MS 39560				
TOTAL WATER TAP FEE COST				\$2,553.15

**MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

161 Lameuse St., Suite 203
Biloxi, MS 39530
228-967-7137



**OVERSTREET
& ASSOCIATES
CONSULTING ENGINEERS**

630 Delmas Ave., Suite B
Pascagoula, MS 39567
228-967-7137

February 16, 2023

City of Long Beach
P.O. Box 929
Long Beach, MS 39560

RE: Certificate of Subdivision – Tax Parcel No. 0511J-02-073.000

Ladies and Gentlemen:

We have received a Certificate of Subdivision for the referenced property, which can be described as a parcel of land that lies on the northeast corner of the Pineville Rd and Ashley Ln intersection. The submitted subdivision proposes to divide an existing parcel into two new parcels. Proposed Parcel "1" will be nearly 0.32 acres in size, with 112 feet of street frontage on Pineville Rd. Proposed Parcel "2" will be nearly 0.54 acres in size, with approx. 175 feet of street frontage on Ashley Ln.

Proposed Parcel "2" falls in the R-1 zoning district and therefore it is in conflict with the ordinance's front set back requirement of 25 feet due to an existing metal building.

If approval is granted, acceptance of the subdivision should be subject to the payment of any required tapping fees or special connection fees as determined by the City's Public Works department.

Sincerely,

Billy Swort, E.I.

BS:539

After considerable discussion, the applicant withdrew the application.

MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

It came for discussion under New Business a Certificate of Resubdivision for the property located at 101 Twin Cedar Avenue, Tax Parcel 0512H-04-023.001, submitted by George Marcus Ingram, Jr and Kelly Bell Ingram, as follows:



CITY OF LONG BEACH
PLANNING DEPARTMENT
201 JEFF DAVIS AVENUE
PO BOX 929
LONG BEACH, MS 39560
(228) 863-1554
(228) 863-1558 FAX

Office use only
Date Received 1-24-23
Zoning R-1
Agenda Date 2-23-23
Check Number CASH

APPLICATION FOR CERTIFICATE OF RESUBDIVISION

- I. TYPE OF CASE: CERTIFICATE OF RESUBDIVISION
- II. ADVALOREM TAX PARCEL NUMBER(S): 0512H-04-023.001
- III. GENERAL LOCATION OF PROPERTY INVOLVED: 101 Twin Cedar Long Beach
- IV. ADDRESS OF PROPERTY INVOLVED: 101 Twin Cedar Long Beach
- V. GENERAL DESCRIPTION OF REQUEST: Resubdivision of Lot on Twin Cedar
Into Divide lot in half
- VI. REQUIRED ATTACHMENTS:
 - A. Resubdivision Survey and Certificate (see attached example) on no less than 11" X 17" paper.
 - B. Cash or check payable to the City of Long Beach in the amount of \$375.00
 - C. Proof of ownership (copy of recorded warranty deed) if applicable proof of authority to act as agent for owner.

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

VII. OWNERSHIP AND CERTIFICATION:
READ BEFORE EXECUTING. 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 fifteen (15) 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 due hereby agree to all the rules and regulations as set forth in the Long Beach Zoning Ordinance and agree to pay all fees and charges as stated.

George Marcus Ingram, JR. Name of Rightful Owner (PRINT)
 Kelly Bell Ingram Name of Agent (PRINT)
 99 Twin Cedar Owner's Mailing Address
 Long Beach, MS 39560 Agent's Mailing Address
 City State Zip City State Zip
 225-572-2313 Phone
 Signature of Rightful Owner Date
 Kelly Bell Ingram 1/23/23 Signature of Applicant Date

MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

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

NAME OF OWNER (PRINT) James A. LaBoede
ADDRESS (STREET, CITY, STATE, ZIP CODE) 112 Twin Cedar Ave Long Beach MS 39560
PHONE # (H) _____ (C) 228-234-2634
TAX PARCEL NUMBER(S) OWNED 051214-04-023.000
SIGNATURE James A LaBoede

NAME OF OWNER (PRINT) _____
ADDRESS (STREET, CITY, STATE, ZIP CODE) _____
PHONE # (H) _____ (C) _____
TAX PARCEL NUMBER(S) OWNED _____
SIGNATURE _____

NAME OF OWNER (PRINT) _____
ADDRESS (STREET, CITY, STATE, ZIP CODE) _____
PHONE # (H) _____ (C) _____
TAX PARCEL NUMBER(S) OWNED _____
SIGNATURE _____

NAME OF OWNER (PRINT) _____
ADDRESS (STREET, CITY, STATE, ZIP CODE) _____
PHONE # (H) _____ (C) _____
TAX PARCEL NUMBER(S) OWNED _____
SIGNATURE _____

(Use additional forms as needed)

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES PERSON/AGENT FOR YOU: _____

MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



Prepared by:
Julien K. Byrse III
Attorney at Law
311 East Second St.
Pass Christian, MS 39571
(228) 452-9408
Mississippi Bar Number: 7654

Return to:
Julien K. Byrse III
Attorney at Law
311 East Second St.
Pass Christian, MS 39571
(228) 452-9408

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, ROBERT WAWREK and wife, SUSAN WAWREK, of 6493 Van Buren Road, Warner, NY 13164, (404) 580-2522, do hereby sell, convey and warrant unto JAMES A. LABORDE, of 112 Twin Cedar Avenue, Long Beach, MS 39560, (228) 234-2634, the following described real property situated in Harrison County, First Judicial District, State of Mississippi, described as:

Lots 5 and 6, TWIN CEDARS SUBDIVISION, located in the City of Long Beach, Mississippi, in the First Judicial District of Harrison County, Mississippi, as per the Survey of E. Patrick Cassidy, dated October 18, 1967.

Together with any and all title, right and interest in the Grantees in and to that part of a vacated unimproved street adjacent to said lots, as per Court order of record in Deed Book 1536, page 114 et seq., in aforesaid office.

INDEX AS FOLLOWS: Lots 5 and 6, and pt of vacated street, TWIN CEDARS SUBDIVISION, Harrison Co., MS

File No: 21-29229 LABORDE

Page 1

The above described property is conveyed subject to restrictions, reservations and easements of record.

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 herein agree to pay on a basis of an actual proration. All subsequent year taxes are specifically assumed by the Grantee.

The above described property forms up part of the homestead of the Grantees herein.

Witness the signatures of the Grantees this 27th day of August, 2021

Robert Wawrek
ROBERT WAWREK
Susan Wawrek
SUSAN WAWREK

STATE OF *New York*
COUNTY OF *Onondaga*

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named ROBERT WAWREK and SUSAN WAWREK, who acknowledged that they executed the above and foregoing instrument on the day and in the year therein written.

Given under my hand and official seal of office this 27th day of August, 2021.

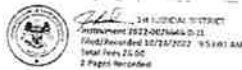
Notary Public in the State of New York
Qualified in Onondaga Co. No. 34-5889456
My Commission Expires on December 31, 2022

Julien K. Byrse III

Julien K. Byrse III
NOTARY PUBLIC
My Commission Expires: 12/31/2022
AFFIX SEAL

File No: 21-29229 LABORDE

Page 2



Prepared by:
Julien K. Byrse III
Attorney at Law
311 East Second St.
Pass Christian, MS 39571
(228) 452-9408
Mississippi Bar Number: 7654

Return to:
Julien K. Byrse III
Attorney at Law
311 East Second St.
Pass Christian, MS 39571
(228) 452-9408

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, JAMES A. LABORDE, of 112 Twin Cedar Avenue, Long Beach, MS 39560, (228) 234-2634, does hereby sell, convey and warrant unto GEORGE MARCUS INGRAM, JR. and wife, KELLY BELL INGRAM, of 99 Twin Cedar Avenue, Long Beach, MS 39560, (228) 572-2313, as joint tenants with full rights of survivorship and not as tenants in common, the following described real property situated in the City of Long Beach, Harrison County, First Judicial District, State of Mississippi, described as:

A parcel of land situated and being located in TWIN CEDARS SUBDIVISION, City of Long Beach, Harrison County, First Judicial District, Mississippi, Section 15, Township 08 South, Range 12 West, more particularly described as:

Commencing at an iron rod found at the Northeast corner of Lot 5, TWIN CEDARS SUBDIVISION in the City of Long Beach, Harrison County, First Judicial District, Mississippi, Section 15, Township 08 South, Range 12 West, thence run South a distance of 217.5 feet along the West margin of Twin Cedar Avenue to an iron rod and the Point of Beginning; thence run South a distance of 75.0 feet along the West margin of Twin Cedar Avenue to an iron rod; thence run West a distance of 183.0 feet to an iron rod; thence run North a distance of 75.0 feet to an iron rod; thence run East a distance of 183.0 feet to the Point of Beginning. Containing 13725.0 square feet, more or less, and being identified as "Parcel C" as shown in that Certificate of Re-subdivision as recorded in Deed Instrument No. 2821 31562 D-11.

INDEX AS FOLLOWS: Part of Lots 5, 6, and pt of vacated street, TWIN CEDARS SUBDIVISION

File No: 22-2194 45899 JR

Page 1

**MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

The above described property is conveyed subject to restrictions, reservations and encumbrances of record.

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 inequitable, the parties herein agree to pay on a basis of an actual proration. All subsequent year taxes are specifically assumed by the Grantees.

The above described property forms no part of the homestead of the Grantee herein.
Witness the signature of the Grantee, this 21st day of October, 2022.

James A. Laborde
JAMES A. LABORDE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named JAMES A. LABORDE, who acknowledged that he executed the above and foregoing instrument on the day and in the year therein written.

Given under my hand and official seal of office this 21st day of October, 2022.

Stephen R. Rife
STEPHEN R. RIFE
NOTARY PUBLIC
My Commission Expires 12/31/2026



Public Notary Authority

Page 2



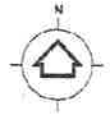
STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

I, John McAdams, Clerk of the Chancery Court in and for said county and state, do hereby certify that the attached and foregoing is a full, true, correct and complete copy recorded as instrument number 2022-24616-03 of the records of said county and state, which records are in my official custody.

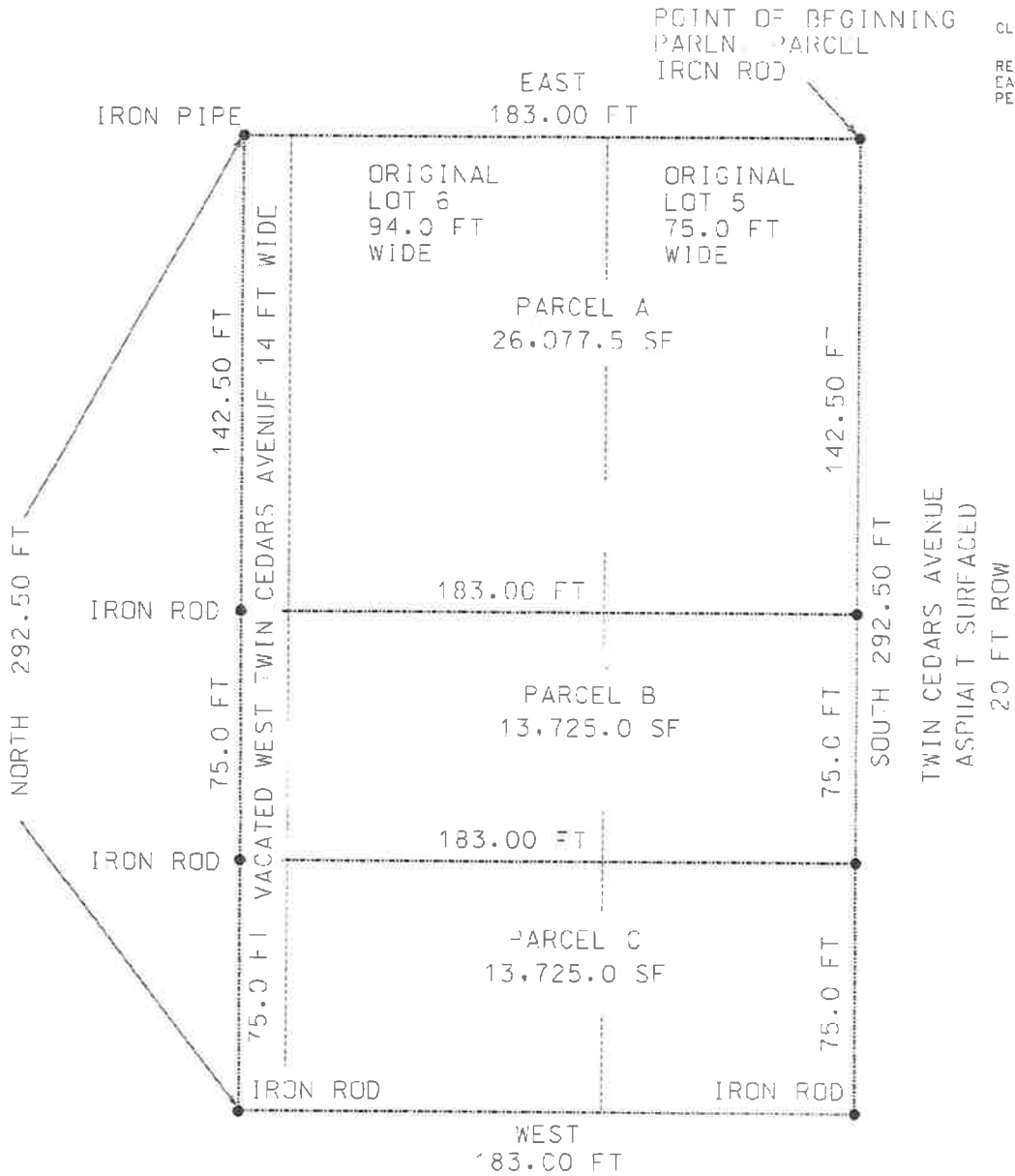
Given under my hand and seal of office in the City of Gulfport, Harrison County, Mississippi, this 21st day of December, 2022.

John McAdams
John McAdams
Clerk of the Chancery Court
Harrison County, Mississippi
B. MacMull D.C.

**MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



SCALE: 1" = 10'
CLASS "C" SURVEY
REFERENCE BEARING - EAST PROPERTY LINE AS PER PLAT



INFORMATION PROVIDED BY CLIENT
SURVEY PERFORMED WITHOUT BENEFIT OF CURRENT TITLE EXAM BY GRAPHIC PLOTTING ONLY

REFERENCES - 2016-0003357-D-J1, 2015-0009073-D-J1, 1536/D114

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

DESCRIPTION: PROPOSED SUBDIVISION OF PROPERTY LOCATED AT 105 TWIN CEDARS AVENUE, HARRISON COUNTY, LONG BEACH, MS. Parcel ID's 0512H-04-023.000, 0512H 04 023.001 & 0512H-04-023.002. SECTION 15, TOWNSHIP 08 SOUTH, RANGE 12 WEST.



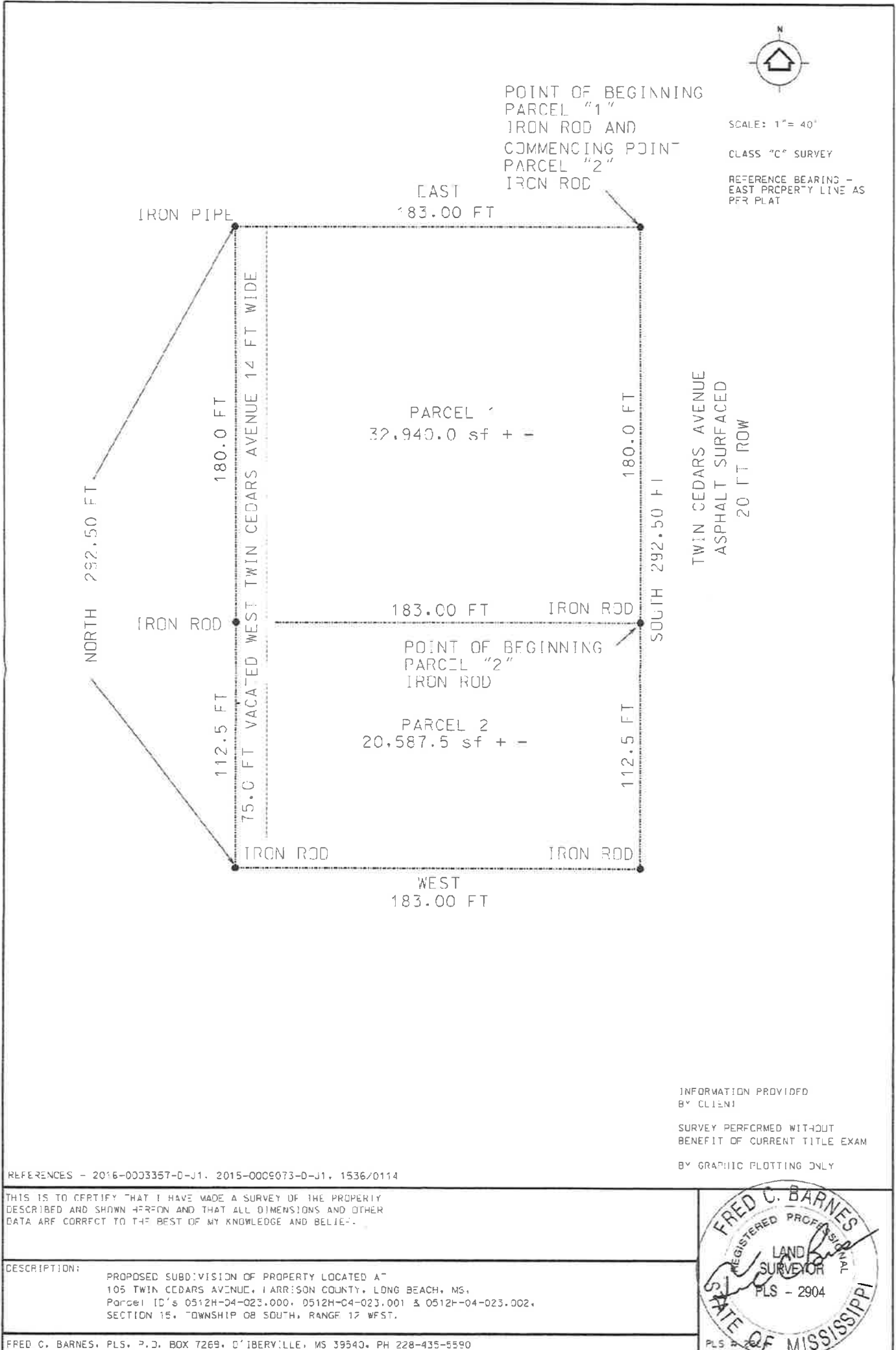
FRED C. BARNES, PLS., P.O. BOX 7259, D'IBERVILLE, MS 39540, PH 228-435-5590

...jimmy twin cedars subdivision. Jan. 24, 2023 10:09:24

**MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING**

381

LONG BEACH PLANNING and DEVELOPMENT COMMISSION



MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CERTIFICATE OF RESUBDIVISION

In accordance with Article 10, Section 3 of the Code of Ordinance (Subdivision Regulations) of the City of Long Beach as amended, it is hereby certified that the Long Beach Planning Commission Chairman and Long Beach Mayor and Board of Aldermen have reviewed and approved the attached Final Plat. The following property has been subdivided from Harrison County ad valorem tax parcel # 0512H-04-023.001 into two new parcels. The subject property is generally described as being located at Twin Cedar Avenue in the City of Long Beach, Harrison County, Mississippi.

Legal Description of Parent Property:

A parcel of land situated and being located in Twin Cedars Subdivision, City of Long Beach, Harrison County, Mississippi, Section 15, Township 08 South, Range 12 West, more particularly described as:

Beginning at iron rod found at the Northeast corner of Lot 5, Twin Cedars Subdivision in the City of Long Beach, Harrison County, Mississippi, Section 15, Township 08 South, Range 12 West, thence run South a distance of 292.5 feet along the west margin of Twin Cedars Avenue to an iron rod; thence run West a distance of 183.0 feet to an iron rod; thence run North a distance of 292.5 feet to an iron pipe; thence run East a distance of 183.0 feet to the Point of Beginning. Containing 53,527.5 square feet, more or less.

Legal Description of Parcel "1":

A parcel of land situated and being located in Twin Cedars Subdivision, City of Long Beach, Harrison County, Mississippi, Section 15, Township 08 South, Range 12 West, more particularly described as:

Beginning at iron rod found at the Northeast corner of Lot 5, Twin Cedars Subdivision in the City of Long Beach, Harrison County, Mississippi, Section 15, Township 08 South, Range 12 West, thence run South a distance of 180.0 feet along the west margin of Twin Cedars Avenue to an iron rod; thence run West a distance of 183.0 feet to an iron rod; thence run North a distance of 180.0 feet to an iron rod found; thence run East a distance of 183.0 feet to the Point of Beginning. Containing 32,340.0 square feet, more or less.

Legal Description of Parcel "2":

A parcel of land situated and being located in Twin Cedars Subdivision, City of Long Beach, Harrison County, Mississippi, Section 15, Township 08 South, Range 12 West, more particularly described as:

Commencing at iron rod found at the Northeast corner of Lot 5, Twin Cedars Subdivision in the City of Long Beach, Harrison County, Mississippi, Section 15, Township 08 South, Range 12 West, thence run South a distance of 180.0 feet along the west margin of Twin Cedars Avenue to an iron rod and the Point of Beginning; thence run South a distance of 112.5 feet to an iron rod found; thence run West a distance of 183.0 feet to an iron rod found; thence run North a distance of 112.5 feet to an iron rod; thence run East a distance of 183.0 feet to the Point of Beginning. Containing 20,587.5 square feet, more or less.

INFORMATION PROVIDED BY CLIENT
SURVEY PERFORMED WITHOUT BENEFIT OF CURRENT TITLE EXAM
BY GRAPHIC PLOTTING ONLY

REFERENCES - 1955-000008-P-J1.PDF, 2016-0003357-D-J1, 2015-0009073-D-L1, 1532/0114

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

DESCRIPTION: PROPOSED SUBDIVISION OF PROPERTY LOCATED AT 105 TWIN CEDARS AVENUE, HARRISON COUNTY, LONG BEACH, MS, Parcel ID's 0512H-04-023.000, 0512H-04-023.001 & 0512H-04-023.002, SECTION 15, TOWNSHIP 08 SOUTH, RANGE 12 WEST.

FRED C. BARNES, PLS., P.O. BOX 7269, D'IBERVILLE, MS 39240, PH 228-435-5590



MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CERTIFICATE OF OWNERSHIP

I hereby certify that I am the owner of the property described hereon, which property is within the subdivision regulation jurisdiction of the City of Long Beach, and that I freely adopt this plan of subdivision.

George Maxwell Jr. November 26, 2022
OWNER DATE

Subscribed and sworn to before me in my presence this _____ day of _____ 2022 a Notary Public in and for the County of Harrison, State of Mississippi.

Patricia A. Hill
NOTARY PUBLIC

My Commission Expires: 4/26/2026



CERTIFICATE OF SURVEY AND ACCURACY

I hereby certify that this map drawn by me from actual survey made by me and a deed description recorded in 202-0026646-P-58 in accordance with all applicable codes and ordinances. Witness my original signature, registration number and seal this the 26 day of November, 2022.

Fred C. Barnes MS 2904
Registered Land Surveyor and Registration Number

Subscribed and sworn to before me in my presence this 26 day of November 2022 a Notary Public in and for the County of Harrison, State of Mississippi.

Patricia A. Hill
NOTARY PUBLIC

My Commission Expires: 4/26/2026



CERTIFICATE OF APPROVAL

I hereby certify that the minor subdivision shown on this plat does not involve the creation of new public streets, or any change in existing public streets, the extension of public water or sewer system or the installation of drainage improvements through one or more lots to serve one or more lots. That the subdivision shown is in all respects in compliance with the City ordinances of Long Beach and that therefore this plat has been approved by the administrator subject to its being recorded in the Harrison County Courthouse within (60) days of the date below.

ADMINISTRATOR DATE

PLANNING COMMISSION

Approved by the City of Long Beach Planning Commission at the regular meeting of said Commission held on the _____ day of _____ 2022.

[Signature] 2/23/23
Planning Commission Chairman DATE

ACCEPTANCE

Submitted to and approved by the City of Long Beach, Board of Aldermen, at the regular meeting of said Board of Aldermen held on the _____ day of _____ 2022.

ADOPT: _____ ATTEST: _____
MAYOR CITY CLERK

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

DESCRIPTION:
PROPOSED SUBDIVISION OF PROPERTY LOCATED AT
TWIN CEDARS AVENUE, HARRISON COUNTY, LONG BEACH, MS.
Parcel ID 0512H-04-023.001, SECTION 15, TOWNSHIP 08 SOUTH, RANGE 12 WEST.

FRED C. BARNES, PLS., P.O. BOX 7269, D'IBERVILLE, MS 39540, PH 228-435-5590



...jimmy twin cedars subdivision, Nov. 19, 2022 08:35:22

**MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Tina Dahl

From: Joe Culpepper <joe.culpepper@h2oinnovation.com>
Sent: Wednesday, February 1, 2023 11:16 AM
To: Tina Dahl
Subject: RE: Certificate of Resubdivisions, 101 Twin Cedar Avenue

I believe that there will be no Special Tap Fee need at this time.

Joe Culpepper, P.E.
Project Manager



Trusted Utility Partners

Office # (228) 883-0440
 494 Kofler Street Long Beach, MS 39540
 P.O. Box 591 Long Beach, MS 39540
joe.culpepper@h2oinnovation.com | www.h2oinnovation.com

161 Lameuse St., Suite 203
 Biloxi, MS 39530
 228-967-7137



**OVERSTREET
& ASSOCIATES**
 CONSULTING ENGINEERS

630 Delmas Ave., Suite B
 Pascagoula, MS 39567
 228-967-7137

February 9, 2023

City of Long Beach
 P.O. Box 929
 Long Beach, MS 39560

RE: Certificate of Subdivision – Tax Parcel No. 0512H-04-023.000 & 0512H-04-023.001 & 0512H-04-023.002

Ladies and Gentlemen:

We have received a Certificate of Subdivision for the referenced property, which is generally described as being located at Twin Cedar Av. in the City of Long Beach. The submitted subdivision proposes to divide 3 existing parcels into two new parcels. Proposed Parcel "1" will be nearly 0.76 acres in size, with 180 feet of street frontage Twin Cedars Av. Proposed Parcel "2" will be nearly 0.47 acres in size, with 112.5 feet of street frontage on Twin Cedars Av.

If approval is granted, acceptance of the subdivision should be subject to the payment of any required tapping fees or special connection fees as determined by the City's Public Works department.

Sincerely,

Billy Swort, E.I.

BS:539

**MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING**

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

After considerable discussion and upon recommendation by a City Engineer, Commissioner Levens made motion, seconded by Commissioner Glenn and unanimously carried recommending approval of the application as submitted.

It came for discussion under New Business, a Certificate of Resubdivision for property located at 19361 28th Street, Tax Parcel 0611D-01-001.001, submitted by Jacques P Pucheu and Cara L Pucheu, as follows:

MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



CITY OF LONG BEACH
PLANNING DEPARTMENT
201 JEFF DAVIS AVENUE
PO BOX 929
LONG BEACH, MS 39560
(228) 863-1554
(228) 863-1558 FAX

Office use only
Date Received 2-23-23
Zoning C-2
Agenda Date 2-23-23
Check Number 00018

APPLICATION FOR CERTIFICATE OF RESUBDIVISION

- I. TYPE OF CASE: CERTIFICATE OF RESUBDIVISION
- II. ADVALOREM TAX PARCEL NUMBER(S): 0611D-01-001.001
- III. GENERAL LOCATION OF PROPERTY INVOLVED: 28th STREET LONG BEACH MS
- IV. ADDRESS OF PROPERTY INVOLVED: 19361 28th street Longbeach MS
- V. GENERAL DESCRIPTION OF REQUEST: Resubdivision of 1 parcel into 108 new
Into LOTs
- VI. REQUIRED ATTACHMENTS:
 - A. Resubdivision Survey and Certificate (see attached example) on no less than 11" X 17" paper.
 - B. Cash or check payable to the City of Long Beach in the amount of \$375.00
 - C. Proof of ownership (copy of recorded warranty deed) if applicable proof of authority to act as agent for owner.

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

VII. **OWNERSHIP AND CERTIFICATION:**

READ BEFORE EXECUTING, 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 fifteen (15) 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 agree to pay all fees and charges as stated.

Jacques P. Robey
Name of Rightful Owner (PRINT)
8740 Sandown Lane
Owner's Mailing Address
Calhoun MS 39503
City State Zip
228-760-3773
Phone

Name of Agent (PRINT)

Agent's Mailing Address

City State Zip

Phone

[Signature] Feb 8 2023
Signature of Rightful Owner Date

Signature of Applicant Date

Jacques@edgefg.com

MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

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

NAME OF OWNER (PRINT) CARA L. PACHEY

ADDRESS (STREET, CITY, STATE, ZIP CODE) 8740 SUNDOWN LANE GAITHERSBURG, MD

PHONE # (H) 833-1845 (C) 833-740-1845

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE [Signature]

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE) _____

PHONE # (H) _____ (C) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE _____

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE) _____

PHONE # (H) _____ (C) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE _____

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE) _____

PHONE # (H) _____ (C) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE _____

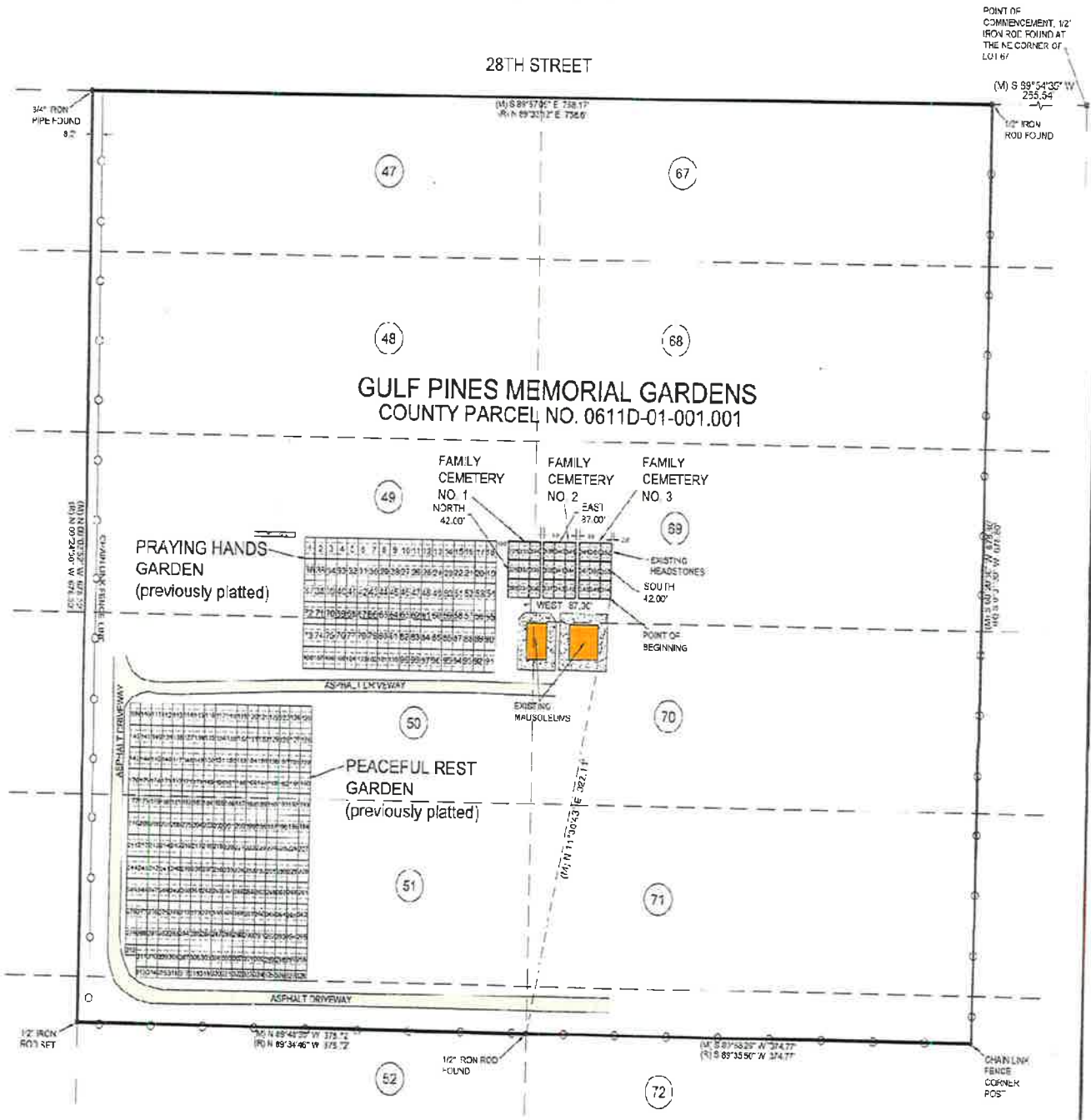
(Use additional forms as needed)

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR
SPOKES PERSON/AGENT FOR YOU: _____

MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

**GULF PINES MEMORIAL GARDENS
2023 ADDITION**

SITUATED IN LOTS 49 AND 69, GULFPORT
FARMS SUBDIVISION, CITY OF LONG BEACH,
FIRST JUDICIAL DISTRICT OF HARRISON
COUNTY, MISSISSIPPI



TYPICAL
LOT DETAIL
NOT TO SCALE

1	A	A	A
2	B	B	B
3	C	C	C
4	D	D	D



- REFERENCE MATERIALS:
- 1) RECORDED PLAT OF GULFPORT FARMS SUBDIVISION
 - 2) HARRISON COUNTY TAX MAPS AND GIS WEBSITE
 - 3) DEED 2018-71130-1
 - 4) RECORDED PLAT OF GULF PINES MEMORIAL GARDENS, 2022 ADDITION



CROSBY SURVEYING
PROFESSIONAL LAND SURVEYING
776 LIVE OAK DRIVE
BILBO, MISSISSIPPI 39332
PHONE 228-234-1649

CROSBY JOB NUMBER: 19304

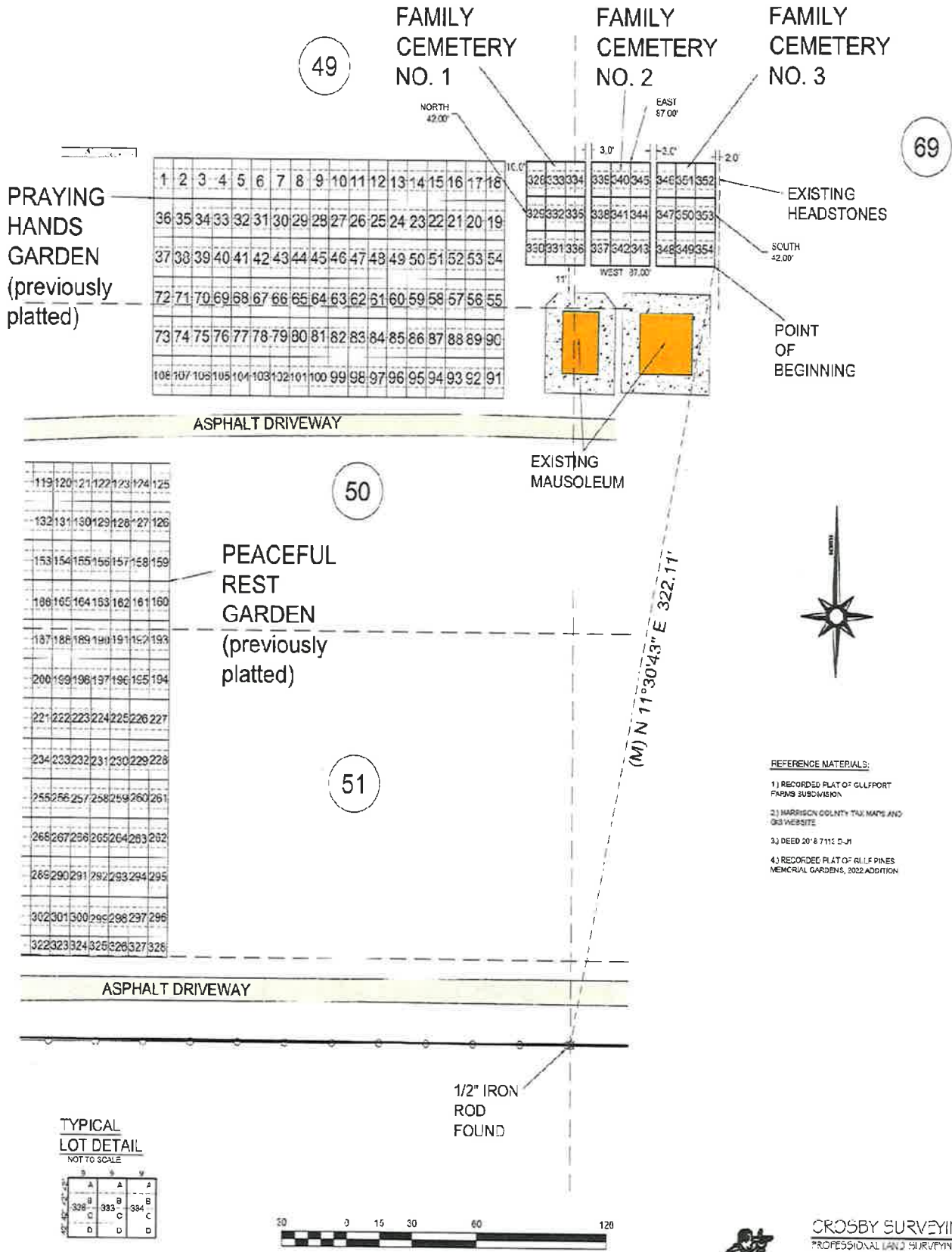
SHEET 1 OF 3

EMAIL: cl@hardcrossy@gmail.com

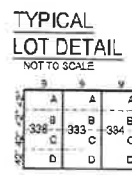
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

**GULF PINES MEMORIAL GARDENS
2023 ADDITION**

SITUATED IN LOTS 49 AND 69, GULFPORT FARMS SUBDIVISION, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI



- REFERENCE MATERIALS:
- 1) RECORDED PLAT OF GULFPORT FARMS SUBDIVISION
 - 2) HARRISON COUNTY TAX MAPS AND GIS WEBSITE
 - 3) DEED 2018 7115 D-J1
 - 4) RECORDED PLAT OF GULF PINES MEMORIAL GARDENS, 2022 ADDITION

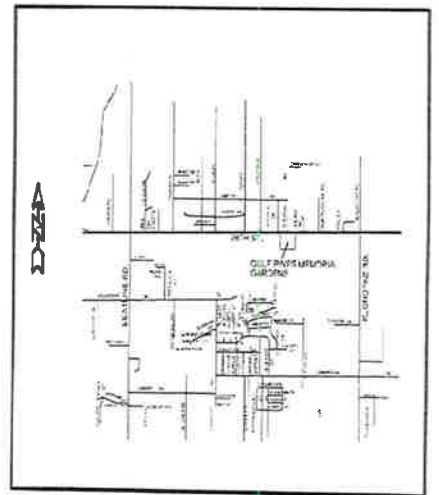


CROSBY SURVEYING
PROFESSIONAL LAND SURVEYING
716 LIVE OAK DR. VC
BILCOI, MISSISSIPPI 39532
PHONE: 228-234-1018
EMAIL: d.Norcross@earthlink.net

MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

GULF PINES MEMORIAL GARDENS
2023 ADDITION

SITUATED IN LOTS 49 AND 69, GULFPORT FARMS SUBDIVISION, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI



VICINITY MAP
NOT TO SCALE

SURVEY DESCRIPTION

A PART OF LOTS 49 AND 69, GULFPORT FARMS SUBDIVISION, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS 345°40' (ON STATE PLANE GRID NORTH - (MS BASE ZONE 2011) COMMENCING AT A 1/2" IRON ROD FOUND AT THE NORTH-EAST CORNER OF LOT 69, GULFPORT FARMS SUBDIVISION, THENCE ALONG THE SOUTH MARSH OF 25TH STREET, 08°54'25"W, 285.54' TO A 1/2" IRON ROD FOUND AT THE NORTH-EAST CORNER OF THAT PROPERTY DESCRIBED IN DEED BOOK 2018-7113-D-1; THENCE ALONG THE EAST LINE OF SAID PROPERTY, S00°20'50"W, 678.80' TO A DIAPHRAGM FENCE CORNER POST AT THE SOUTH-EAST CORNER OF SAID PROPERTY; THENCE ALONG THE SOUTH LINE OF SAID PROPERTY, S89°58'25"W, 374.71' TO A 1/2" IRON ROD FOUND; THENCE N11°30'45"E, 222.11' TO THE POINT OF BEGINNING; THENCE WEST 87°00'; THENCE NORTH 42°00'; THENCE EAST 81°00'; THENCE SOUTH 42°00' TO THE POINT OF BEGINNING, CONTAINING 3,654.00 SQUARE FEET OR 0.084 ACRE.

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT AND DECLARES THIS TO BE A CORRECT PLAT OF GULF PINES MEMORIAL GARDENS 2023 ADDITION.

WITNESS MY SIGNATURE ON THIS 24 DAY OF January, 2023.

SP EXECUTIVE HOLDING, LLC BY ITS MANAGING MEMBER, JACQUES PUCHEL

BY: JACQUES PUCHEL
MANAGING MEMBER

STATE OF MISSISSIPPI, COUNTY OF HARRISON

APPROVAL AND ACCEPTANCE OF PLAT FOR RECORDING, ORDER OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI

MINUTE BOOK _____ PAGE _____

THIS THE _____ DAY OF _____, 2023.

MAYOR _____

CITY CLERK _____

CERTIFICATE OF COMPARISON

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE HAVE COMPARED THE ORIGINAL PLAT WITH THIS DUPLICATE PLAT OF GULF PINES MEMORIAL GARDENS 2023 ADDITION AND FIND THE SAME TO BE AN EXACT COPY THEREOF.

WITNESS OUR SIGNATURES ON THIS _____ DAY OF _____, 2023.

DEPUTY CLERK _____

CLIFFORD A. CROSBY, P.L.S. NO. 2539

RECORDING CERTIFICATE

FILED AND RECORDED IN DUPLICATE ON THIS _____ DAY OF _____, 2023, IN THE RECORD OF PLATS OF HARRISON COUNTY, MISSISSIPPI IN PLAT BOOK _____ ON PAGE _____.

JOHN MCDAMIS, CHANCERY CLERK

BY: _____ D.C.

SURVEYOR'S CERTIFICATE

I, CLIFFORD A. CROSBY, A REGISTERED PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WITNESS MY SIGNATURE ON THIS _____ DAY OF _____, 2023.

CLIFFORD A. CROSBY, P.L.S. NO. 2539

ACKNOWLEDGMENT

STATE OF MISSISSIPPI, COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 24 day of January, 2023, within my jurisdiction, the within named Jacques Puchel, who acknowledged to me that he is the managing member for SP Executive Holding, LLC, a Mississippi limited liability corporation, and that for and on behalf of said corporation, and as the act and deed of said corporation, he executed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 26 DAY OF January, 2023.

NOTARY PUBLIC



LONG BEACH PLANNING COMMISSION

THE PLAT OF GULF PINES MEMORIAL GARDENS 2023 ADDITION IS HEREBY APPROVED BY THE LONG BEACH PLANNING COMMISSION IN ACCORDANCE WITH THE PROCEDURE FOR APPROVING THIS PLAN AND PLANS

THIS THE _____ DAY OF _____, 2023.

CHAIRPERSON, LONG BEACH PLANNING COMMISSION



**MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

From: Joe Culpepper <joe.culpepper@h2oinnovation.com>
Sent: Thursday, February 9, 2023 8:30 AM
To: Tina Dahl
Cc: david@overstreeteng.com
Subject: RE: Certificate of Resubdivision, 19361 28th Street
Attachments: CCF_000709.pdf

No sewer and water will be provided for this resubdivision.

Joe Culpepper, P.E.
Project Manager



Trusted Utility Partners

Office # (228) 863-0440
404 Kohler Street Long Beach, MS 39560
P.O. Box 929 Long Beach, MS 39560
joe.culpepper@h2oinnovation.com www.h2oinnovation.com

161 Lameuse St., Suite 203
Biloxi, MS 39530
228-967-7137



**OVERSTREET
& ASSOCIATES
CONSULTING ENGINEERS**

630 Delmas Ave., Suite B
Pascagoula, MS 39567
228-967-7137

February 16, 2023

City of Long Beach
P.O. Box 929
Long Beach, MS 39560

RE: Certificate of Subdivision – Tax Parcel No. 0611D-01-001.001

Ladies and Gentlemen:

We have received the referenced Certificate of Subdivision and reviewed it for compliance with the City's ordinances. This subdivision aims to create 27 new burial lots in the Gulf Pines Memorial Gardens cemetery on 28th St. Each burial lot will have several actual burial sites per lot. The proposed subdivision doesn't seem to meet the requirements of the City's ordinance for a minor subdivision or a major subdivision; however, the "developer" claims that City approval is needed to gain approval for the creation of these lots from the County. The submitted documents do seem to meet the City's needs in terms of certifications and acknowledgements.

Sincerely,

Billy Swort, E.I.

BS:539

**MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

After considerable discussion and upon recommendation by a City Engineer, Commissioner Suthoff made motion, seconded by Commissioner Glenn and unanimously carried recommending approval of the application as submitted.

There came on for discussion clarification of the action taken by the Planning and Development Commission regarding the Tree Removal Application for property located at 310 Jeff Davis Avenue (the corner of 4th Street and Jeff Davis Avenue) and submitted by Sarah Renken of Phenom Investments LLC on December 8, 2022.

After continued discussion, Commissioner Chris Fields made motion, seconded by Commissioner Suthoff and unanimously carried to spread the following clarification:

Regarding the lot at the northwest corner of Jeff Davis Avenue and West 4th Street:

The Tree Preservation and Protection Ordinance of the City of Long Beach allows for the removal of protected trees to accommodate structural improvements and to allow for reasonable economic development.

Per City of Long Beach Ordinance 364, which is known as "The Tree Preservation and Protection Ordinance of the City of Long Beach, Mississippi" under Section 6 Subsection O it states that the Planning and Development Commission shall state its reasons for either a recommendation of granting or denying the application for a tree removal permit.

The request to approve a permit for the removal of a protected tree is not taken lightly regardless of the location yet each request is decided on its own set of unique circumstances. The Planning and Development Commission receives a recommendation letter from the City of Long Beach Tree Board along with the application from the applicant. This letter is a recommendation of which the Planning and Development Commission takes into consideration prior to its recommendation to the Board of Aldermen. The Planning and Development Commission is under no obligation to concur with the Tree Board's recommendations, just as the Board of Aldermen are under no obligation to concur with the Planning and Development Commission's recommendations, and in this case, the Planning and Development Commission does not agree with the Tree Board's recommendation for the reasons stated below:

For clarification purposes, in this instance, there are discrepancies in the size of trees on the survey and the Tree Boards letter, but with only two trees on the property it was easily determined which trees were requested in the Tree Permit Application.

After a lengthy discussion, and an understanding that the applicant revisited the site and stated that they believe that only one of the trees would need to be removed to allow them reasonable

**MINUTES OF FEBRUARY 23, 2023
REGULAR MEETING**

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

usage of the property, a motion was made recommending the approval of the tree removal permit for one of the trees (the tree furthest from Jeff Davis Avenue) once building plans are submitted to the City based on the following reasons:

- *The size of the property limits where the proposed structure can be placed.*
- *The applicant would be burdened with extreme economic hardship if the permit is denied.*
- *The area is not in a densely developed or densely populated area but rather in the City's downtown development district which has struggled to attract the investments that once lined the street prior to Hurricane Katrina in 2005.*
- *In recent years, many of the lots in the downtown development district that were zoned commercial have been rezoned to residential at the request of the property owners further depleting available locations for commercial developments.*
- *Furthermore, the applicant has moved the structure causing the request to be amended to remove only one of the two trees on the property.*

The city must show that it is willing to work with reasonable requests from investors as well as show that the City of Long Beach is open for business.

There was no further action required or taken.

There being no further business to come before the Planning and Development at this time, Commissioner Fields made motion, seconded by Commissioner Shaw and unanimously carried to adjourn the meeting until the next regular scheduled meeting in due course.

APPROVED:

Chairman Frank Olaiivar

DATE: _____

ATTEST: _____

Tina M. Dahl, Minutes Clerk