

MINUTES OF SEPTEMBER 8, 2022
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
AGENDA
SEPTEMBER 8, 2022
REGULAR MEETING OF THE PLANNING and DEVELOPMENT COMMISSION
CITY OF LONG BEACH, MISSISSIPPI
5:30 O'CLOCK P.M.
LONG BEACH CITY HALL
MEETING ROOM
201 JEFF DAVIS AVENUE

- I. CALL TO ORDER**
- II. ROLL CALL AND ESTABLISH QUORUM**
- III. PUBLIC HEARINGS**
 - 1. Short-Term Rental- 124 English Village Drive, Tax Parcel 0712D-03-013.000, submitted by Douglas M. Gottschalk (owner) and Jon Gottschalk (property manager).
- IV. ANNOUNCEMENTS**
- V. APPROVE MINUTES**
 - 1. August 25, 2022
- VI. UNFINISHED BUSINESS**
- VII. NEW BUSINESS**
 - 1. Tree Removal- 702 Dogwood Drive, Tax Parcel 0511O-03-014.000, submitted by Kenneth and Lori Brown.
 - 2. Tree Removal- 115 West 4th Street, Tax Parcel 0612G-02-005.000, submitted by A & B Meyers (owners) and Boyd Construction Mgt, LLC (contractor).
 - 3. Planning Commission Approval- 115 West 4th Street, Tax Parcel 0612G-02-005.000, submitted by A & B Meyers (owners) Boyd Construction Mgt, LLC (contractor).
 - 4. Planning Commission Approval- Short-Term Rental- 408 East 2nd Street, Tax Parcel 0612C-01-013.000, submitted by Bridget Whiteman and Vaunne Leveque (owners and property manager).
 - 5. Planning Commission Approval- Short-Term Rental- 56 Oak Alley Lane, Tax Parcel 0512J-03-066.056, submitted by Moises Montero and Katherine Montero (owners) and Angelica Mendoza Ordonez (property manager).
 - 6. Planning Commission Approval- Short Term Rental- 104 Charleswood Lane, Tax Parcel 0612D-01-003.000, submitted by Joanna and Brian Derheimer.
 - 7. Planning Commission Approval- Short-Term Rental- 400 West Old Pass Road, Tax Parcel 0612C-02-033.001, submitted by William and Kim Davis (owners) and Adrienne Burns Waits (property manager).
 - 8. Planning Commission Approval- Short-Term Rental- 914 Laura Street, Tax Parcel 0612D-02-043.000, submitted by H. Mark Jenkins (owner) and Mandy Jenkins (property manager).
- VIII. DEVELOPMENT & RESEARCH**
- IX. ADJOURN**

*****NOTES*****

****All decisions made at this meeting are subject to a ten (10) day appeal for a Public Hearing and/or the Mayor and Board of Aldermen approval on September 20, 2022.**

****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.**

Commissioner Sawyer Walters read the Opening Statement for the Planning and Development Commission.

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LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Be it remembered that one (1) public hearing was heard before the Long Beach Planning and Development Commission, Long Beach, Mississippi, and begun at 5:30 o'clock p.m., Thursday, the 8th day of September 2022, in said City, and the same being the time, date and place fixed for holding said public hearings.

There were present and in attendance on said Commission and at the Public Hearings the following named persons: Chairman Frank Olaivar, Commissioners William Suthoff, Sawyer Walters, Justin Shaw, Chris Fields, Jennifer Glenn and Marcia Kruse, Building Official Mike Gundlach, Building Inspector Ryan Ladner and Minutes Clerk Tina M. Dahl.

Absent the public hearings were Commissioner Vice Chairman Shawn Barlow, Commissioner Michael Levens and City Advisor Bill Hessell.

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

The first public hearing to consider a Short-Term Rental for property located at 124 English Village Drive, Tax Parcel 0712D-03-013.000, submitted by Douglas M. Gottschalk (owner) and Jon Gottschalk (property manager) as follows:

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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>124 English Village Dr.</u> <small>(Location of Short-term Rental)</small>				Tax Parcel # <u>0712D-03-013.000</u>	
OWNER'S INFORMATION:					
Property Owner's Name: <u>Douglas M. Gottschalk</u>					
Property Owner's Address: <u>124 English Village Dr. Long Beach, Ms.</u>					
Property Owner's Mailing Address, if different from above: _____					
Property Owner's Phone No: _____ City _____ State _____ Zip _____					
Email Address: <u>doug.gottschalk@hotmail.com</u>					
Is there a homeowner's association for the neighborhood? _____ If so, please provide written statement of support of short term rental? _____					
PROPERTY MANAGER INFORMATION:					
Property Manager's Name: <u>Jon Gottschalk</u>					
Property Manager's Address: (Must be a local contact) <u>138 Fernwood Dr. Pass Christian, Ms. 39571</u>					
Property Manager's Phone No: <u>(228) 424-4829</u> City _____ State _____ Zip _____					
Email Address: <u>jongottschalk@hotmail.com</u>					
PLEASE PROVIDE THE FOLLOWING:					
<ul style="list-style-type: none">Mississippi Sales Tax ID # <u>200-12014-1</u>Recorded Warranty DeedParking Rules & Plan <u>Guests to Park in Driveway</u>Trash Management Plan <u>Guests to deposit trash in Container, Container Handled by Property Manager</u>Copy of Proposed Rental AgreementProof of Liability Insurance, which included short term rental coverage					
ADDITIONAL INFORMATION:					
<ul style="list-style-type: none">OWNERSHIP: Please provide a recorded warranty deedFEES: \$200, nonrefundable application fee, plus mailing cost. \$100, 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 (\$20/yearly fee).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 (Ord 622), ALL APPLICABLE CODES, ORDINANCES AND STATE LAWS. VIOLATION OF ANY CODES OR REGULATIONS SHALL RESULT IN THE SUSPENSION OR REVOCATION OF THE PERMIT.					
PRINT NAME: <u>Douglas Gottschalk</u>		SIGNATURE: <u>Douglas Gottschalk</u>		DATE: <u>8/15/22</u>	
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>9/8/22</u>	
Fire Inspector Signature: _____				Date: _____	
COMMENTS: _____					
Date Received: <u>8-15-22</u>					
Agenda Date: <u>9-8-22</u>					
Amount Due/Paid: <u>200.00</u>					
Check #: <u>5661</u>					

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Notarized by
Instrument 2016-0508-01
Filed/Recorded 5/10/2016 10:23:4
Total Fees \$ 12.00
\$ Print Recorder

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

QUITCLAIM DEED

GRANTOR: Florence M. Gottschalk
124 English Village Drive
Long Beach, MS 39560
(228) 424-9073

GRANTEES: Florence M. Gottschalk
124 English Village Drive
Long Beach, MS 39560
(228) 424-9073

Douglas M. Gottschalk
124 English Village Drive
Long Beach, MS 39560
(312) 371-4003

INDEXING INSTRUCTIONS: Lot 12, English Village S/D
EJD of Harrison Co., MS

INSTRUMENT PREPARED BY
AND RETURN TO: JOHN H. RICE
MS STATE BAR #5318
BALCH & BINGHAM LLP
P. O. Box 130
Gulfport, MS 39502
(228) 864-9900

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STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

QUITCLAIM DEED

For and in consideration of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, Florence M. Gottschalk ("Grantor"), does hereby convey and quitclaim unto Florence M. Gottschalk, as life tenant and Douglas M. Gottschalk, as remainderman ("Grantee"), the following described property, being situated in the First Judicial District of Harrison County, Mississippi:

Lot 12, English Village Subdivision, as per the official map or plat thereof on file and in the office of the Chancery Clerk of said county and state in Plat Book 28, at Page 23, thereof.

Taxes are assumed by the Grantee.

This deed was prepared without the benefit of a title examination.

WITNESS MY SIGNATURE this the 10 day of May, 2016.


FLORENCE M. GOTTSCHALK

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10 day of May, 2016, within my jurisdiction, the within named Florence M. Gottschalk, who acknowledged that she executed the above and foregoing instrument.



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Application for Short-Term Rental – Attachments

124 English Village Drive

Long Beach, MS 39571

Parking Plan

Two cars are permitted to park in the driveway.

Trash Plan

Guests may use trash and recycling bins located on the driveway. Management will empty trash between guest visits.

Additional Notes

Number of guests to be determined by Fire Marshall. Management will be on property or available to handle any issues.

I acknowledge that a violation of the Ordinances of the City of Long Beach shall result in the suspension or revocation of the permit, if granted.

Douglas Gottschalk, Property Owner



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AIRBNB RENTAL AGREEMENT

This lease, entered into this _____ day of _____, 20____, by and between YOUR NAME, Owner ("Owner") and _____ "Renter" for the property located PROPERTY ADDRESS ("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 CHECK IN TIME on the arrival date and must be vacated no later than CHECK OUT TIME on the departure date.

1. **RENT:** The rent is \$_____ plus a housekeeping fee and a security deposit payable as follows:

1. **PAYMENTS:** The following payments are due at time of reservation:

- 100% of rental fee _____ to secure reservation.
- Security Deposit ADD FEE AMOUNT.
- Housekeeping fee ADD CLEANING FEE This is to prepare house for next renter, linens and towels provided; no daily housekeeping service.

1. **LIMITED OCCUPANCY:** Occupancy is limited to a maximum of INCLUDE MAXIMUM NUMBER. If Owner concludes that this policy has been breached, the Owner reserves the right to expel the entire party with no refund.

1. **NON-DISTURBANCE CLAUSE:** Renter and their guests shall not disturb, annoy, endanger (fireworks) or inconvenience neighbours nor use the premises for any unlawful purposes.

1. **CARE OF PREMISES/DAMAGES: NO 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, household items or pool that occur as a result of Renter's

occupancy. This will include payment of any additional cleaning charges over \$100.00 incurred due to Renter's occupancy.

1. **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, 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.

1. **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 including use of the private swimming pool on the Property and will hold Owner harmless with respect thereto.

1. **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.

1. **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. Owner 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.

1. **CANCELLATIONS** OUTLINE CANCELLATION POLICY

1. **PARKING:** OUTLINE PARKING RULES AND INSTRUCTIONS

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.

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Owner Signature

Date

Renter Name(s)

Billing Address (for credit card)

Mailing Address (if different)

Email Address

Telephone: cell/home

work

Emergency Contact

Renter Signature(s)

Date

HOUSE RULES

ADD HOUSE RULES HERE:

CHECK OUT PROCEDURES:

- a. CHECK-OUT NO LATER THAN CHECK OUT TIME
- b. All furniture should be returned to its original location.
- c. Empty all trash in garbage dumpster located at the far end of the parking garage in the designated area (towards the beach).
- 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. Put key(s) back in the lock box, leaving both doorknob and deadbolts locked. Leave extra set of keys on the kitchen counter.

Thank you for agreeing to the terms of this rental agreement, and I hope you have a great stay.

Thanks, YOUR NAME

Renter

Date

Host Protection Insurance Program Summary

Last updated: December 31, 2020

About Host Protection Insurance

The Host Protection Insurance Program ("HPI Program") insures Hosts, in certain countries, for their legal liability for bodily injury or property damage to guests or others resulting from an event that happens during a guest's Airbnb Stay at the Host's Accommodation, subject to the terms, conditions, and exclusions of the Host Protection Insurance policy. There is no cost to Hosts for them to be insured under the HPI Program.

The HPI Program does not insure Hosts for damage or loss to their own property or Accommodation. For damage to a Host's property, learn more about Airbnb's Host Guarantee program.

Subject to the policy's terms, insurance coverage under the HPI Program provides Hosts with primary liability insurance while hosting guests. The Host has the option to make a claim first under the HPI Program instead of their own insurance policy as long as the Host's own insurance policy allows them to do so. Hosts or their insurance advisers should check the terms and conditions of their own insurance policy. For information about the claims process, please see the Claims section of this document.

Disclaimer

This HPI Program summary does not contain the full terms, conditions, and exclusions. In the United States, in certain instances, the HPI Program is underwritten by a non-admitted insurer and may not be subject to your state's insurance laws and regulations and is not protected by the insolvency guaranty fund. The insurance provided through the HPI Program does not apply to hosts who offer accommodations through Airbnb Travel, LLC or hosts of experiences.

Insurance providers and countries included

The HPI Program currently extends to Hosts globally, except for jurisdictions subject to applicable sanctions laws. The HPI Program does not apply to hosts who offer accommodations through Airbnb Travel, LLC.

In the majority of jurisdictions, the HPI Program provides insurance through a policy issued by Zurich Insurance plc, one of the world's most reputable insurance providers. In some jurisdictions, where a locally issued policy is required by local laws or regulations, coverage may be provided by a Zurich Insurance plc partner company.

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The HPI program provides insurance through policies issued by different insurance companies in the United States, Japan and China and is placed by Airbnb UK Services Limited in the United Kingdom, an appointed representative of Aon UK Limited as more fully set out as follows:

- In the United Kingdom, the HPI Program has been arranged and concluded for the benefit of United Kingdom hosts by Airbnb UK Services Limited, an appointed representative of Aon UK Limited¹.
- In the United States, coverage is provided under policies issued by Generali US Branch or Assicurazioni Generali SpA.
- In Japan, coverage is provided under a policy issued by Sompo Japan Nipponkoa Insurance Inc. [Learn More About Coverage in Japan](#)
- In China, coverage is provided under a policy issued by the People's Insurance Company of China as part of the China Host Protection Plan. [Learn More About Coverage in China](#)

Note that different coverage limits and terms may apply depending on the jurisdiction.

Insurance policy period

The current term of the HPI Program is December 31, 2020 to December 31, 2021.

Coverage eligibility

Hosts of Accommodations are covered under the HPI Program. As described above, The HPI Program covers Hosts for incidents that result in the Host's legal liability resulting from a bodily injury or a property damage claim arising during a guest's Airbnb Stay at the Host's Airbnb Accommodation. The incident must also occur during the Airbnb Stay and the Stay arranged using Airbnb's Platform.

1. **Accommodation:** Accommodation is a residential or other property location that is owned or controlled by a Host, listed on the Airbnb Platform, and booked by a third party using the Airbnb Platform who has consented to the Airbnb Terms of Service (available at <https://www.airbnb.com/terms>).
2. **Airbnb Platform:** Airbnb Platform refers to [airbnb.com](https://www.airbnb.com) and [luxuryretreats.com](https://www.luxuryretreats.com) online platforms, and mobile applications associated with each.
3. **Host:** Host is a person or entity who has completed the Airbnb account registration process, including consenting to the Airbnb Terms of Service and lists their Accommodation on the Airbnb Platform. Host also includes a person providing host

Airbnb UK Services Limited is an appointed representative of Aon UK Limited is a UK entity authorised and regulated by the Financial Conduct Authority (FCA). Aon's FCA register number is 310451. You can check this on the Financial Services Register by visiting the FCA's website or contacting the FCA on 0800 11 6768."

related services on behalf of the Host, including full or part time domestic staff, family members, and roommates.

Anyone otherwise living at the Accommodation is included as an additional insured to the extent of claims brought against the Host. The Host's landlord, homeowners association or condo-owners association, or any other similar entity of which the Host is a member, is also an insured, but only with respect to liability arising out of the ownership, maintenance, or use of that part of the Host's Accommodation, including related common areas, during an Airbnb Stay.

4. **Airbnb Stay:** An Airbnb Stay begins on the guest's check-in date and ends on the checkout date from the Host's Accommodation as shown in the Airbnb Platform. There must be an actual Airbnb Stay in order for the coverage to apply; canceled Airbnb Stays and no-show situations are not entitled to coverage.

Covered locations

Covered locations are Accommodations as described above.

Accommodations can include mobile homes, buses, air streams, watercrafts, tree houses, and other such unique locations that are parked and used as an Accommodation. Additionally, Accommodations include treehouses, yurts, and other such unique locations.

Liability limits

\$1,000,000 USD each occurrence with a total limit available per Host property of USD 1,000,000 during the HPI Program policy term (generally an annual term).

Coverages

The HPI Program provides insurance that covers Hosts for their legal liability to a guest or third party for bodily injury or property damage due to an incident that occurs during a guest's Airbnb Stay at the Host's Accommodation. If the HPI Program applies to the claim, the insurance includes coverage for claim investigation costs and expenses, as well as costs of defending a formal complaint such as a lawsuit.

Exclusions

The HPI Program excludes from coverage:

- Aircraft, Auto, and Mobile Equipment – injury or damage connected in any way to aircraft, autos, and mobile equipment, except where these are listed on Airbnb and being used as

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Accommodations, or where the auto is used by the Host in connection with their host-related services during a relevant Airbnb Stay, of which coverage is contingent.

To be an Accommodation, the Aircraft, Auto, or Mobile equipment must be parked.

- **Assault and Battery** – any loss or expense caused by, arising out of, or resulting directly or indirectly, in any way from assault and/or battery of any person committed by or alleged to have been committed by any insured under the policy.
- **Chinese Drywall** – injury or damage arising from or connected in any way to drywall, plasterboard, sheetrock, gypsum board, or any materials used in the manufacture of drywall used in the construction of interior walls, that were manufactured in, originated from, or exported from China or incorporated any component parts or materials made in, originated from, or exported from China.
- **Communicable Disease** – any bodily injury, property damage, or other loss arising out of the actual or alleged transmission of a communicable disease.
- **Contractual Liability** – liability for bodily injury or property damage where the insured is obligated to pay damages they have assumed in a contract or agreement. This exclusion doesn't include legal liability the insured would have without a contract or agreement.
- **Cross Suits** – any claims brought by one insured against another insured.
- **Distribution of Material in Violation of Statutes** – bodily injury or property damage arising directly or indirectly out of any action or omission that violates or is alleged to violate any statute, ordinance, or regulation that prohibits or limits the sending, transmitting, communicating, or distributing of material or information.
- **Electronic Data** – damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.
- **Employment Related Practices** – bodily injury arising out of refusal to employ a person; termination of a person's employment; or employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person. This exclusion applies whether the injury-causing event occurs before employment, during employment, or after employment of that person, and whether the insured may be liable as an employer or in any other capacity.
- **Expected or Intended Injury** – bodily injury or property damage the insured intended to happen, or should have expected to happen. For example, if a Host were to deliberately

destroy property of a guest, this coverage wouldn't apply, even if the Host were legally responsible for that damage.

- **Exterior Insulation and Insulation Systems** – bodily injury or property damage related in any way to "exterior insulation and finish systems" or any part of them, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking, or sealants in connection with such a system.
- **Fungi or Bacteria** – bodily injury or property damage arising from or connected to inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any fungi or bacteria on or within a building or structure, including its contents. This exclusion does not apply to any fungi or bacteria that are, are on, or are contained in a good or product intended for consumption.
- **Liquor Liability** – injury or damage for which any insured may be held liable because they:
 - Caused or contributed to the intoxication of any person
 - Provided alcoholic beverages to a person under the legal drinking age or under the influence of alcohol
 - Violated any statute, ordinance, or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.

This exclusion only applies if you are in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages.

- **Loss of, or Damage to, Certain Property** – property damage to:
 - Property you own, rent, or occupy
 - Property loaned to you
- **Damage to Property, Impaired Property, and Your Product** – certain types of losses that would normally only be covered if you make products or work as a contractor at a location. These excluded losses involve property damage to:
 - The exact part of any real property that you, or any contractors or subcontractors are working on, if the property damage arises from that work
 - The exact part of any property that must be restored, repaired, or replaced, because your work was incorrectly performed on it
 - Impaired property or property that has not been physically injured but is still less useful, arising from a defect, deficiency, inadequacy, or dangerous condition in your product or your work
 - Impaired property or property that has not been physically injured but is still less useful, arising from a delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms

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- o Your product, including losses arising out of your product or any part of it or your work, including losses arising out of it or any part of it
- Nuclear Risks – any loss or damage resulting from the hazardous properties of nuclear material.
- Personal and Advertising Injury – losses, including consequential bodily injury that arise out of claims, such as:
 - o False arrest, detention, or imprisonment
 - o Malicious prosecution
 - o Wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord, or lessor
 - o Oral or written publication, in any manner, of material that slanders or libels a person or organization, or disparages a person's or organization's goods, products, or services
 - o Oral or written publication, in any manner, of material that violates a person's right of privacy
 - o Use of another's advertising idea in your advertisement
 - o Infringing upon another's copyright, trade dress, or slogan in your "advertisement"
- Pollution - bodily injury or property damage arising from pollutants of any kind. There is an exception for losses originating from equipment that is used to heat, cool or dehumidify the building, or equipment used to heat water, for personal use, by the building's occupants or their guests. There is also an exception for injury or damage arising out of a fire that escapes its normal location (hostile fire).
- Products and Completed Operations – bodily injury or property damage occurring away from premises you own or rent and arising out of any goods or products, other than real property, manufactured, sold, handled, distributed, or disposed of by you or other trading under your name.
- Products Recall – damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal, or disposal of your product, your product, work, or impaired property. Impaired property means tangible property that cannot be used or is less useful because it incorporates your product or work and such product or work is thought to be defective, deficient, inadequate or dangerous.
- Punitive or Exemplary Damages - punitive or exemplary damages, fines, or penalties, except where such damages are insurable by law.
- Recording of Material or Information - damages related to bodily injury or property damage arising out of actual or alleged recording, printing, dissemination, disposal, collecting, sending, transmitting, communicating, or distribution of any material or information by a camera that is:
 1. Not previously disclosed by a Host in the Airbnb listing, including the specific location whether recording occurs during the reservation, or
 2. placed in or observing the interior of private spaces such as a bathroom, bedroom, or sleeping area, or
 3. Not concealed
- Sexual Assault - any loss or expense caused by, arising out of, or resulting directly or indirectly, in any way from sexual abuse or molestation of any person committed by or alleged to have been committed by any insured.
- Silica, Silica Dust, Lead, and Asbestos – bodily injury or property damage arising from or connected in any way to asbestos, lead, silica, or silica dust.
- Watercraft – injury or damage connected in any way to watercraft, with a few exceptions:
 1. Watercraft listed on Airbnb and while being used as Accommodation and is docked or on a mooring
 2. Watercraft under 26 feet in length
 3. Watercraft which is an Accommodation while being used within inland or coastal waters, but any separate insurance coverage maintained by the Host or anyone else that's applicable to the loss will apply first
- War – bodily injury or property damage arising, directly, or indirectly, out of:
 - o War, including undeclared or civil war
 - o Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents
 - o Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- Workers Compensation and Employers Liability – any obligation of the insured under a workers' compensation, disability benefits, or unemployment compensation law or any similar law. Bodily injury to any employees of the insured (or any of their family members) arising out of their employment by an insured or performing duties related to the conduct of an insured's business. This exclusion applies whether the insured may be liable as an employer or in any other capacity.

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Claims

Please inform Airbnb immediately by submitting the [incident report form](#) if you become aware of any bodily injury or property damage that may be a subject to coverage under the HPI Program. After the intake form is completed, a third-party claims adjuster appointed by the insurer will get in touch with you to discuss the claim and gather information. The adjuster will then settle the claim in accordance with the terms of the HPI Program, and applicable laws and regulations in the applicable jurisdiction.

Questions

Please visit [airbnb.com/help/article/1048/claims-coverage](#) if you have questions regarding the coverage made available under this program.

Complaints

In the United Kingdom, if you or another insured under the policy wishes to raise a complaint, you can do so by contacting the address below, and a member of the team will ensure that your complaint is referred to an appropriate person.

Aon UK Limited, Central Complaints Team
Briarcliff House, Kingsmead, Farnborough, GU14 7TE
By phone: Telephone 01252 768662
By e-mail: centralcomplaints@aon.co.uk

Copies of our complaint handling procedures are available on request.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. Visit [this site](#) for further details or contact them at: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR, telephone 0800 023 4567.

Alternatively, if you are based outside of the United Kingdom, you can register your complaint on the Online Dispute Resolution (ODR) Platform [here](#).

The Clerk reported that twenty (20) notices of public hearing were sent by regular mail to property owners within two hundred feet (200') of the subject property. Notices were also posted on the bulletin boards at City Hall, the Building Official's Office and the Water Department, 201 Jeff Davis Avenue and at the Long Beach Public Library, 209 Jeff Davis Avenue; said notice was ordered as part of these proceedings:

City of Long Beach



LEGAL NOTICE

PUBLIC HEARING

In accordance with Article XIX of the Comprehensive Long Beach Unified Land Ordinance 598 of the City of Long Beach, Mississippi (2013) as amended, notice is hereby given advising that the Planning Commission for the City of Long Beach will hold a public hearing for the purpose of considering a **Short-Term Rental**.

Douglas M. Gottschalk, 124 English Village Drive, Long Beach, MS, 39560, 312-371-4003 (owner) and Jon Gotschalk, 138 Fernwood Drive, Pass Christian, MS, 39571, 228-424-4829 (property manager), have filed an application for a short-term rental in accordance with the Comprehensive Long Beach Unified Land Ordinance, Section 131: Short-Term Rentals-Residential (Ordinance 622). The location of the requested short-term rental is 124 English Village Drive, Tax Parcel 0712D-03-013.000. Legal description is as follows:

LOT 12 ENGLISH VILLAGE SUBD SEC 11-8-12

A public hearing to consider the above short-term rental will be held in the City of Long Beach, Mississippi 39560, Thursday, September 8, 2022, at 5:30 p.m., in the Long Beach City Hall Meeting Room located at 201 Jeff Davis Avenue. The city encourages all residents, groups and organizations to contact the city if they have any questions concerning the petition.

/s/ signed
Chairman
Planning Commission

MINUTES OF SEPTEMBER 8, 2022
REGULAR MEETING

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LONG BEACH PLANNING and DEVELOPMENT COMMISSION



Burton Richard C and Teresa C
121 English Village Drive
Long Beach, MS 39560



Lawson Billy D and Christopher L Cirillo
107 Azalea Drive
Long Beach, MS 39560



Hudson Kenny T and Beverly W
109 East Azalea Drive
Long Beach, MS 39560

Drumm Rene and Stanley Stevenson
111 East Azalea Drive
Long Beach, MS 39560

White Rachel Sarah and Ed Lyle
113 East Azalea Drive
Long Beach, MS 39560

Black John R
115 East Azalea Drive
Long Beach, MS 39560

Doucet Richard A and Jane Anne
117 East Azalea Drive
Long Beach, MS 39560

Tilley Richard H MD and Patricia D
123 English Village Drive
Long Beach, MS 39560

Williams Keilen
127 English Village Drive
Long Beach, MS 39560

Quigley Millard A and Sharon K
129 English Village Drive
Long Beach, MS 39560

Oak Place LLC
1124 2nd Street
Gulfport, MS 39501

Roberts Stephen H and Kathy G
130 Richards Avenue
Long Beach, MS 39560

Quattlebaum Tommy P
PO Box 791
Long Beach, MS 39560

Fellon Theresa C -EST-
122 Richards Avenue
Long Beach, MS 39560

Young Kenneth and Barbara B
58 County Road 299
Oxford, MS 38655

Norton Virginia G
112 Azalea Drive
Long Beach, MS 39560

Basic Maura
114 East Azalea Drive
Long Beach, MS 39560

Jenkins Ronald J and Andrea
116 East Azalea Drive
Long Beach, MS 39560

Stockstill Arnold O -L/E-
118 East Azalea Drive
Long Beach, MS 39560

Mana-Ay Benita S and Winston V
120 East Azalea Drive
Long Beach, MS 39560

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

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

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

2. That in such capacity, she is responsible for mailing Notices of Public Hearing for the purpose of notifying property owners within two hundred feet (200') of the subject property, when applications for zoning map changes, variances, appeals, etc., are filed, all as stipulated in The Zoning Ordinance Number 598 of the City of Long Beach; and other matters pertaining to such public hearings and the business of the Planning and Development Commission in and for the City of Long Beach;

3. That on August 16, 2022, she did cause to be mailed, Notice of Public Hearing, a copy of which is attached hereto, to twenty (20) property owners within 200' of 124 English Village Drive, Tax Parcel C712d-33-015.000, notifying them that a public meeting will be held, September 8, 2022, to consider an application for a Short-Term Rental submitted by Douglas M. Gottschalk (owner) and Jon Gottschalk (property manager).

Given under my hand this the 16th of August 2022.

STACY DAHL, Notary

SWORN TO AND SUBSCRIBED before me on this the 16th day of August 2022.

NOTARY PUBLIC

-My Commission Expires



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

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Proof of Publication

[illegible]

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

- Richard Tilley, 123 English Village Drive, spoke in opposition of the short-term rental stating he has been a resident for 40 years and he is concerned with on the street parking and the traffic that will be generated on the quiet cul-de-sac that he enjoys living on. He also stated that he believed the convenance that he signed 40 years ago protected against short-term rentals on his street.
- Jocelyn Turnbough, 133 English Village Drive, spoke in opposition of the proposed short-term rental stating that she used to have a 10X10 room in her home that was rented out as a short-term rental but felt it was different than having a full home rented out. She was in her home and could control the renter in her home. She does not feel that the homeowner of the proposed short-term rental could do the same if he is not on the property.
- Keilen Williams, 127 English Village Drive, spoke in opposition of the short-term rental stating he is a veteran and suffers from PTSD and is concerned of the noise and commotion from the short-term rental. He also stated that he does not want his wife being stared at by strangers when she goes out to work in the flower beds.
- Sharon Quigley, 129 English Village Drive, spoke in opposition of the short-term rental stating that she has lived in her home for 12 years and chose this property due to the bedroom community. She enjoys the cul-de-sac where everyone knows each other.
- Mr. Flickinger, 122 English Village Drive, spoke in opposition of the short-term rental stating he is concerned with the noise and any other distraction would be a burden.

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

- Noted for the record:

PUBLIC COMMENTS <u>IN FAVOR OF</u>		
SUBJECT MATTER: <u>Short Term Rental</u>		
ADDRESS: <u>124 English Village Drive Tax Parcel(s): 0712D-03-013.000</u>		
APPLICANT(S): <u>Douglas M. Gottschalk (owner) and Jon Gottschalk (property manager)</u>		
	PLEASE PRINT NAME / ADDRESS / PHONE	COMMENT
1	Adrienne Edsterling Waits 400 W. Old Pass Rd. Long Beach, MS	To approve License For Short term Rental
2	Eric Lefor 55 Oak Alley Lane, Long Beach, MS	Approve All Short term Rental
3	Vannaveave 408 E 2nd St Bridget Whitenan Long Beach MS	Approve short term rental
4	Katherine Martens 56 Oak Alley Ln, Long Beach, MS	Approve short term rental
5	Jenna & Brian DeHamer 104 Charlesway Ln. Long Beach, MS	Approve Short term rental
6	Douglas Gottschalk 124 English Village Dr	Approve Short term Rentals
7		
8		
9		
10		

City of Long Beach

Planning and Development Commission – Public Hearing

Date: September 8, 2022

MINUTES OF SEPTEMBER 8, 2022
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

PUBLIC COMMENTS IN OPPOSITION OF

SUBJECT MATTER: Short Term Rental
ADDRESS: 124 English Village Drive Tax Parcel(s): 0712D-03-013.000
APPLICANT(S): Douglas M. Gottschalk (owner) and Jon Gottschalk (property manager)

PLEASE PRINT NAME / ADDRESS / PHONE		COMMENT
1	Jocelyn Turnbough	
2	228-206-2263 MICHAEL AUGER 129 ENGLISH VILLAGE DR	
3	228-206-2263 Sharon Feigly 129 English Village	
4	504 228 8910 KEILEN WILLIAMS 127 ENGLISH VILLAGE DR.	
5	123 ENGLISH VILLAGE DR RICHARD & PATRICK TILLEY	
6	123 English Village Dr Patricia	
7	122 English Village Dr Linda Hubing	
8		
9		
10		

City of Long Beach
Planning and Development Commission – Public Hearing
Date: September 8, 2022

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MINUTES OF SEPTEMBER 8, 2022
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

- Noted for the record:



[Signature] 1st JUDICIAL DISTRICT
Instrument 2022-0022621-D-J1
Filed/Recorded 09/06/2022 4:00:01 PM
Total Fees 27.00
5 Pages Recorded

[Space Above This Line For Recording Data]
MODIFICATION OF PROTECTIVE COVENANTS FOR ENGLISH VILLAGE
SUBDIVISON - COVER SHEET

Prepared By & After Recording Return To:
Michael J. Yentzen
Attorney at Law
1914 24th Avenue
Gulfport, MS 39501
228.594.8860

Indexing instructions: PROTECTIVE COVENANTS FOR ENGLISH VILLAGE
SUBDIVISON FILED IN BOOK 681, PAGE 12, IN THE OFFICE OF THE CHANCERY
CLERK OF HARRISON COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT.

Owners agreeing to modification (representing 13 of the 18 lots in the subdivision):

Lots 3 and 4
Jocelyn Turnbough
133 English Village Drive
Long Beach, MS 39560
228.861.2097

Lot 5
Millard & Sharon Quigley
129 English Village Drive
Long Beach, MS 39560
228.206.2263

Lot 6
Keilen Williams
127 English Village Drive
Long Beach, MS 39560
504.228.8910

Lot 7 and S 1/2 of lot 8
Dr. Richard & Patty Tilley
123 English Village Drive
Long Beach, MS 39560
228.547.9575

North half of lot 8 & 15, lots 9, 10,
13 & 14
Richard & Teresa Burton
121 English Village Drive
Long Beach, MS 39560
228.864.2002

Lot 11
Geordie & Melissa Flickinger
122 English Village Drive
Long Beach, MS 39560
228.281.4205

Lot 16 and south half of lot 15
Dr. Lina Caldwell
132 English Village Drive
Long Beach, MS 39560
404.217.8827

MINUTES OF SEPTEMBER 8, 2022
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

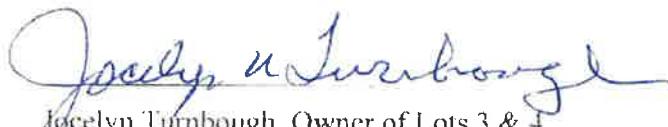
MODIFICATION OF PROTECTIVE COVENANTS FOR ENGLISH VILLAGE SUBDIVISION

The undersigned, representing a majority of the owners of the lots in English Village Subdivision, do hereby amend the Protective Covenants for English Village Subdivision, executed on March 17, 1972, and filed on March 21, 1972, in Book 681, on Page 12, in the office of the Chancery Clerk of Harrison County, Mississippi, First Judicial District, as follows:


Paragraph H to be added to said Covenants which shall read as follows: "H. No short term rentals shall be allowed in the subdivision. The minimum term of any lease of a property located in the subdivision shall be one year."


There are no other modifications, changes or amendments to said Protective Covenants.

Witness the signatures of the majority of the owners of lots in English Village Subdivision on this the 6th day of September, 2022.



 Jocelyn Turnbough, Owner of Lots 3 & 4



 Millard Quigley & Sharon Quigley, Owners of Lot 5


 Keilen Williams, Owner of Lot 6


 Dr. Richard Tilley & Patty Tilley, Owners of Lot 7 & the S ½ of Lot 8


 Richard Burton & Jeresa Burton, Owners of the N ½ of Lots 8 & 15 & Lots 9, 10, 13 & 14


 Geordie Flickinger & Melissa Flickinger, Owners of Lot 11


 Dr. Lina Caldwell, Owner of Lot 16 & the S ½ of Lot 15

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MINUTES OF SEPTEMBER 8, 2022
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 6th day of September, 2022, within my jurisdiction, the within named Jocelyn Turnbough who acknowledged that she signed, executed, and delivered the above and foregoing instrument.

GIVEN under my hand and official seal of office.

My Commission Expires:

MAY 26, 2026



A handwritten signature in blue ink, likely of the notary Michael J. Yentzen, written over a horizontal line.

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 6th day of September, 2022, within my jurisdiction, the within named Millard Quigley & Sharon Quigley acknowledged that they signed, executed, and delivered the above and foregoing instrument.

GIVEN under my hand and official seal of office.

My Commission Expires:

MAY 26, 2026



A handwritten signature in blue ink, likely of the notary Michael J. Yentzen, written over a horizontal line.

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 6th day of September, 2022, within my jurisdiction, the within named Keilen Williams that he signed, executed, and delivered the above and foregoing instrument.

GIVEN under my hand and official seal of office.

My Commission Expires:

MAY 26, 2026



A handwritten signature in blue ink, likely of the notary Michael J. Yentzen, written over a horizontal line.

MINUTES OF SEPTEMBER 8, 2022
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 6th day of September, 2022, within my jurisdiction, the within named Dr. Richard Tilley & Patty Tilley that they signed, executed, and delivered the above and foregoing instrument.

GIVEN under my hand and official seal of office.

My Commission Expires:

MAY 26, 2026



A handwritten signature in blue ink, likely belonging to Michael J. Yentzen, the notary.

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 6th day of September, 2022, within my jurisdiction, the within named Richard Burton & Teresa Burton that they signed, executed, and delivered the above and foregoing instrument.

GIVEN under my hand and official seal of office.

My Commission Expires:

MAY 26, 2026



A handwritten signature in blue ink, likely belonging to Michael J. Yentzen, the notary.

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 6th day of September, 2022, within my jurisdiction, the within named Georgie Flickinger & Melissa Flickinger that they signed, executed, and delivered the above and foregoing instrument.

GIVEN under my hand and official seal of office.

My Commission Expires:

MAY 26, 2026

A handwritten signature in blue ink, likely belonging to Michael J. Yentzen, the notary.

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MINUTES OF SEPTEMBER 8, 2022
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 6th day of September, 2022, within my jurisdiction, the within named Dr. Lina Caldwell who acknowledged that she signed, executed, and delivered the above and foregoing instrument.

GIVEN under my hand and official seal of office.

My Commission Expires:

MAY 26, 2026



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

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

Commissioner Walters	Voted	Yay
Commissioner Suthoff	Voted	Yay
Commissioner Shaw	Voted	Yay
Commissioner Fields	Voted	Yay
Commissioner Glenn	Voted	Abstained
Commissioner Kruse	Voted	Nay

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

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 8th day of September 2022, 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.

MINUTES OF SEPTEMBER 8, 2022
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

There were present and in attendance on said Commission and at the meeting the following named persons: Commission Chairman Frank Olaivar, Commissioners Sawyer Walters, William Suthoff, Justin Shaw, Chris Fields, Jennifer Glenn and Marcia Kruse, Building Officials Mike Gundlach, Building Inspector Ryan Ladner and Minutes Clerk Tina M. Dahl.

Absent the regular meeting were Vice Chairman Shawn Barlow, Commissioner Michael Levens and City Advisor Bill Hessell.

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

Commissioner Walters made motion, seconded by Commissioner Suthoff and unanimously carried to approve the Regular Meeting minutes of August 25, 2022, as submitted.

Building Inspector Ryan Ladner recused himself at this time.

It came for discussion under New Business a Tree Removal for property located at 702 Dogwood Drive, Tax Parcel 0511O-03-014.000, submitted by Kenneth and Lori Brown, as follows:

MINUTES OF SEPTEMBER 8, 2022

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	9-1-22
Zoning	R-1
Agenda Date	9-8-22
Check Number	CASH

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

RB 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.

RB 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.

RB 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: 27 AUGUST 22

PROPERTY INFORMATION

TAX PARCEL # 05110-03-014.000

Address of Property Involved: 702 Dogwood Drive

Property owner name: Kenneth + Lori Brown

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: 702 Dogwood Drive

Phone No. (228) 223-8638

CONTRACTOR OR APPLICANT INFORMATION

Company Name: owner

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.:

(use separate sheet if needed)

- Next to driveway, blocking driveway, has raised the driveway up about 2 inches on one side, starting to do same to house foundation and I don't want it to cause foundation problems

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 [Signature] Date 27 AUG 22

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

RB 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.

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

RB OWNERSHIP: Please provide a recorded warranty deed.

RB 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.

RB 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.

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

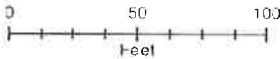
MINUTES OF SEPTEMBER 8, 2022
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
702 Dogwood Drive



HARRISON COUNTY, MISSISSIPPI

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION PROVIDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP. TAXAL FLEURY TAX ASSESSORS

MAP DATE: August 31, 2022

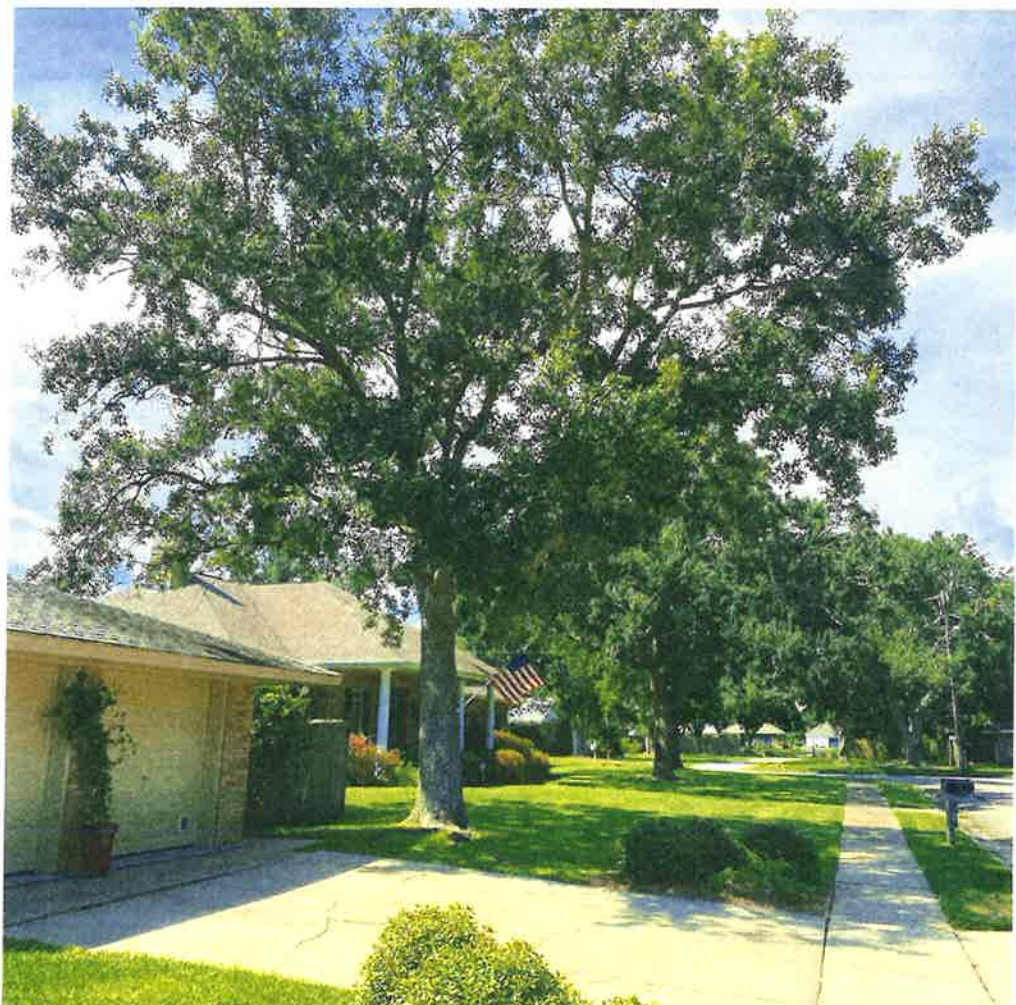
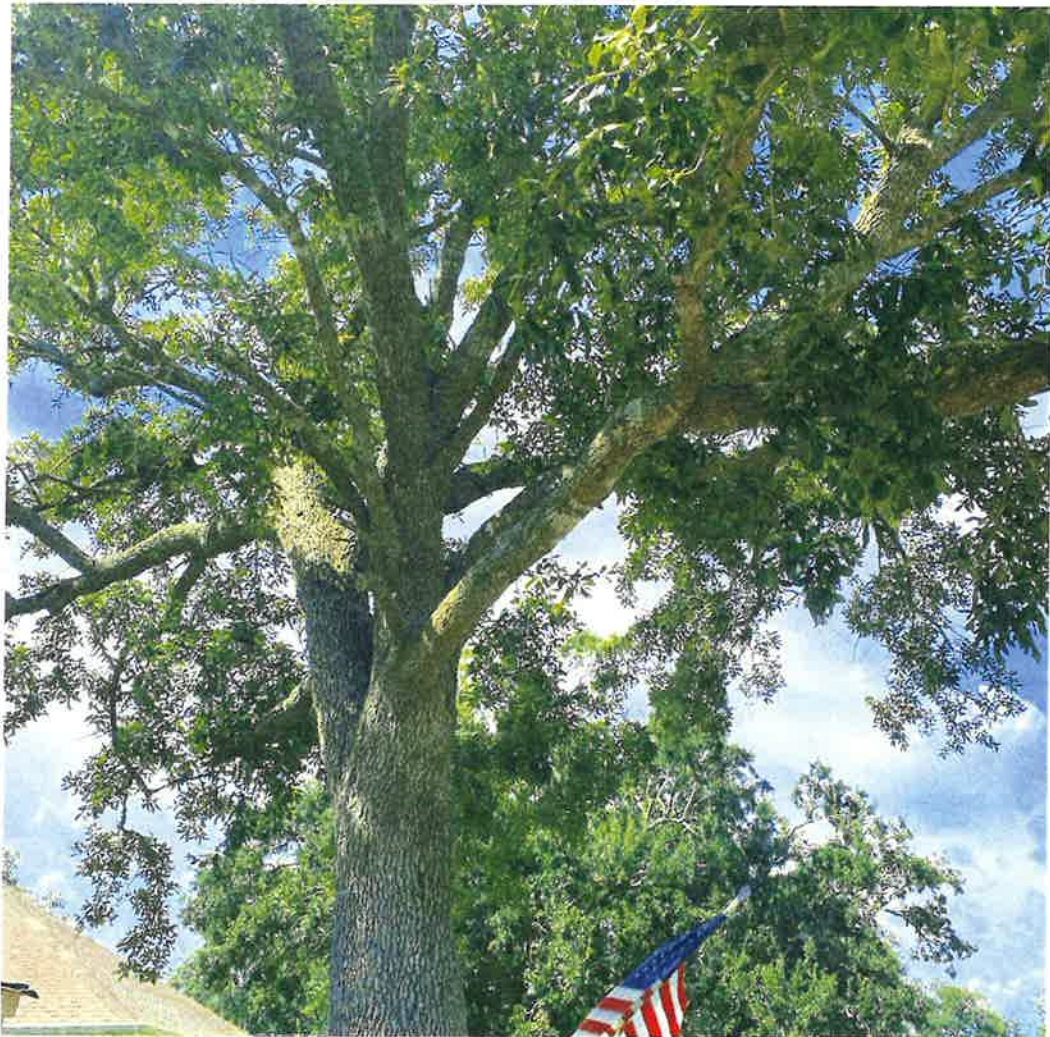


**MINUTES OF SEPTEMBER 8, 2022
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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MINUTES OF SEPTEMBER 8, 2022
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



MINUTES OF SEPTEMBER 8, 2022
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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MINUTES OF SEPTEMBER 8, 2022
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

BOOK 1321 PAGE 92

STATE OF MISSISSIPPI
COUNTY OF HARRISON

This Instrument Prepared By
JONES, JONES & JONES, P.A., Attorneys
P.O. Box 4227
Gulfport, Mississippi 39502
Telephone (601) 864-8965

WARRANTY DEED



FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, PHILLIP E. BEARDEN and wife, RENEE D. BEARDEN, 702 Dogwood Drive, Long Beach, MS 39560, 863-7431, do hereby sell, convey and warrant unto KENNETH W. BROWN and wife, LORI V. BROWN, 702 Dogwood Drive, Long Beach, MS 39560, 831-1016, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property being located in Harrison County, Mississippi, being more particularly described as follows, to-wit:

Lot One (1), PECAN PARK SUBDIVISION, Part IX, 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 32 at Page 8 thereof, reference to which is hereby made in aid 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 pro-rated as of this date and are hereby assumed by the Grantees herein.

WITNESS SIGNATURES, on this the 30th day of November, 1995


PHILLIP E. BEARDEN

RENEE D. BEARDEN

BOOK 1321 PAGE 93

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 30th day of November, 1995, within my jurisdiction, the within named, PHILLIP E. BEARDEN and wife, RENEE D. BEARDEN, who acknowledged that they executed the above and foregoing instrument.




NOTARY PUBLIC

STATEMENT OF FEES

Recording Fee	\$5.00
Abstracting/Section Fee	1.00
Margin Entry at 10¢ each	
Other	
TOTAL FEES COLLECTED	47.00

STATE OF MISSISSIPPI, COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT

I hereby certify that this instrument was received and filed by record on Nov 30 day of Nov, A.D. 95 and recorded Dec 17 1995 in Records of Deeds Book 1321 Page 92-93

By Shirley Chancery Clerk

7077

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

Building Inspector Ryan Ladner returned to the meeting at this time.

Commissioner Jennifer Glenn recused herself at this time.

It came for discussion under New Business a Tree Removal for the property located at 115 West 4th Street, Tax Parcel 0612G-02-005.000, submitted by A & B Meyers (owners) and Boyd Construction Mgt, LLC (contractor), as follows:

MINUTES OF SEPTEMBER 8, 2022 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 8-31-22
Zoning C-1
Agenda Date 9-8-22
Check Number 1252

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

 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.

✓ 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.

✓ 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: 8-31-22

PROPERTY INFORMATION

TAX PARCEL # 00128-02-005.000

Address of Property Involved: Lot 6 W 4th St. 115 W. St.

Property owner name: A & B Mayers

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. (210) 440-0581

CONTRACTOR OR APPLICANT INFORMATION

Company Name: Boyd Construction Mgt. LLC

Phone No. 228-669-6317 Fax: _____

Name Caleb Boyd

Address 7465 Red Creek Rd.

PERMIT INFORMATION

Permit for: Removal ☒ Trimming _____ Pruning _____

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

(use separate sheet if needed)

Live oak conflicts with the floor plan desired by property owner, conflicts w/ setbacks. Insurance company threatens not coverage for trees on property.

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 Caleb Boyd

Date 8-31-22

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

CB 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.

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

CD OWNERSHIP: Please provide a recorded warranty deed.

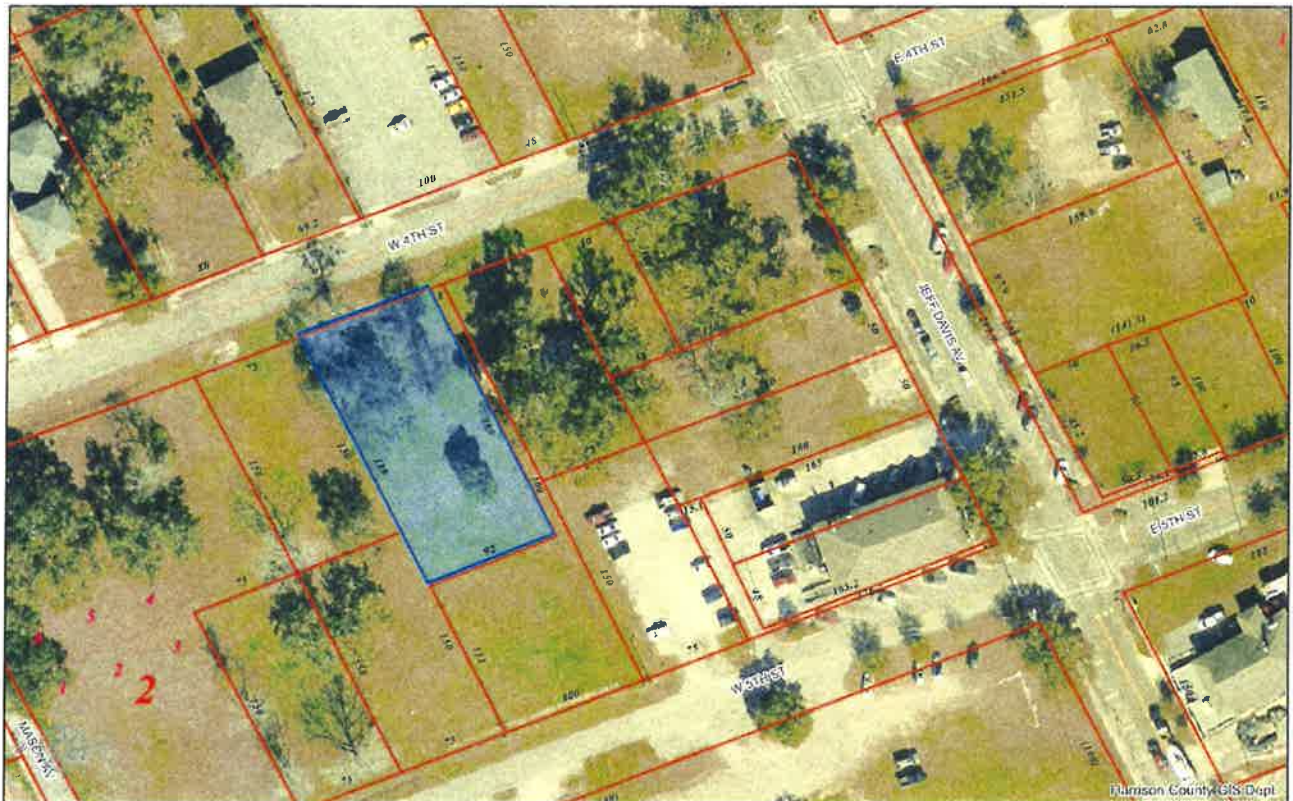
CB PERMIT FEES: Upon issuance of a Tree Removal Permit, the permit fee will be as follows: For removal of a tree or trees where such removal of such tree or trees is necessitated by material damage caused by such tree or trees to permanent improvement or improvements on the parcel where such tree or 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.

CB 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.

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

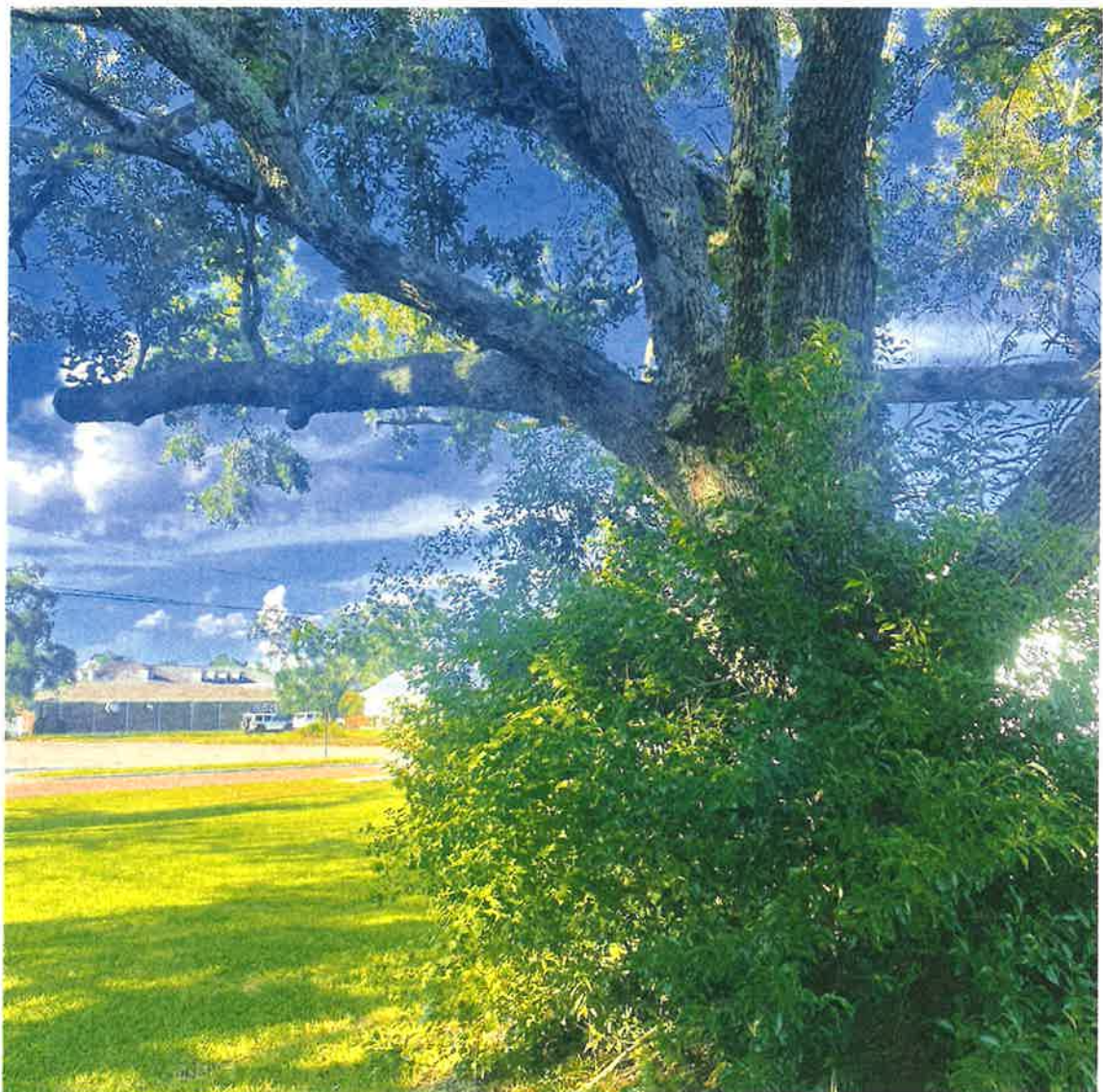
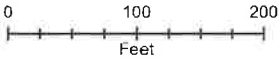
MINUTES OF SEPTEMBER 8, 2022
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
115 West 4th Street

415

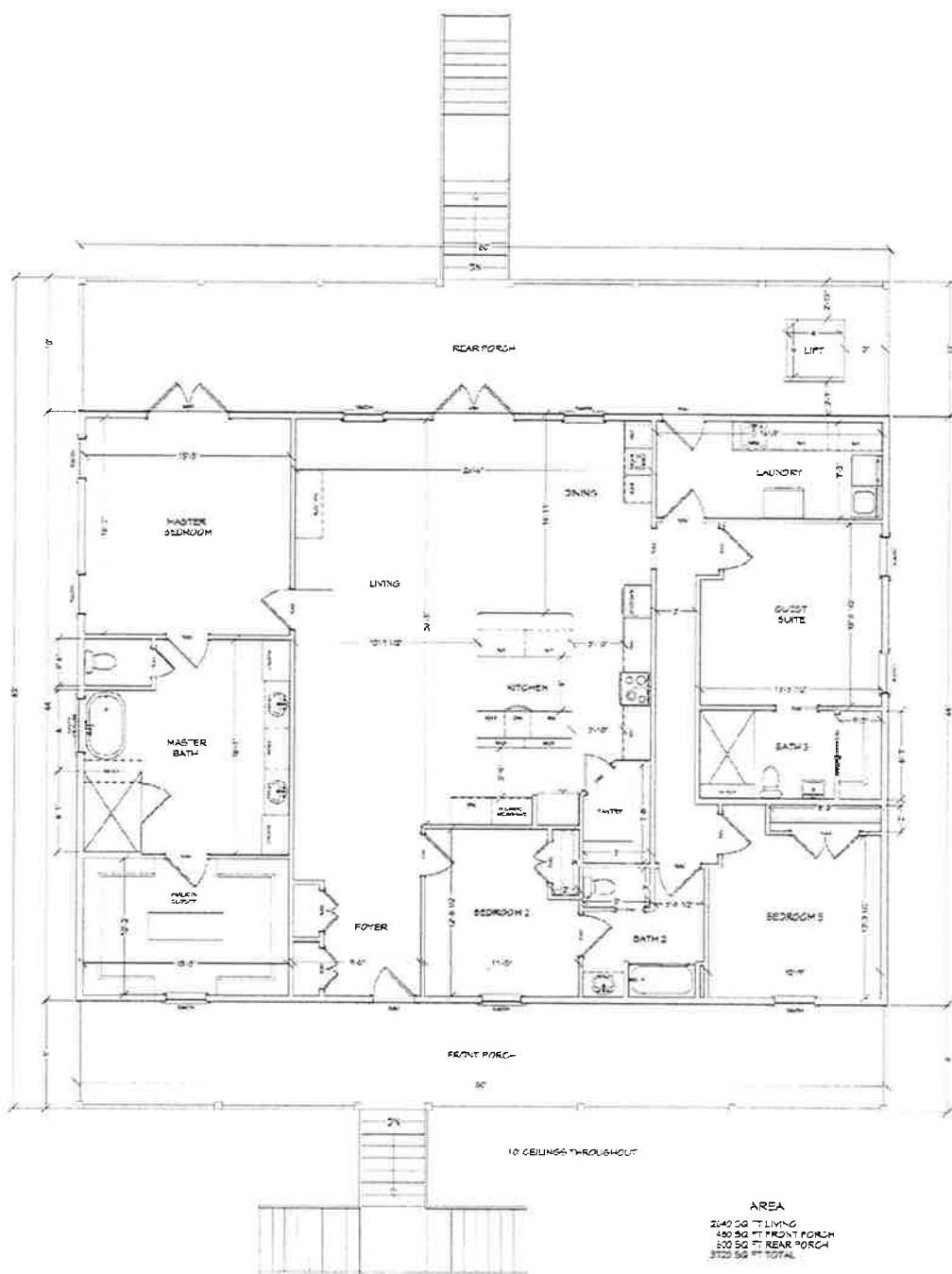
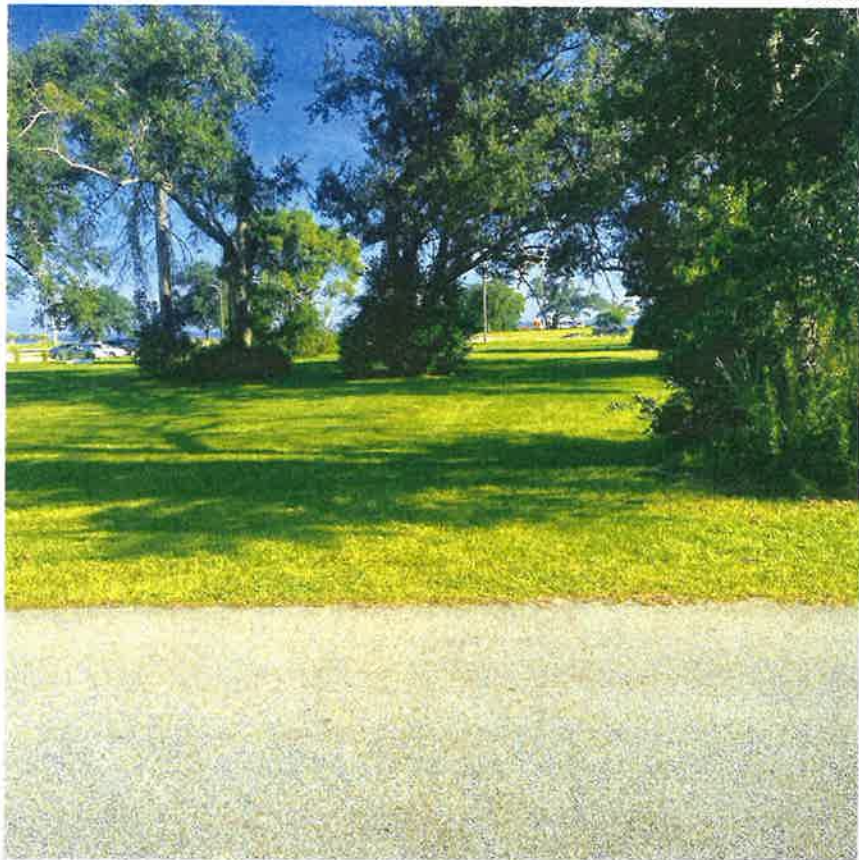


HARRISON COUNTY, MISSISSIPPI

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 FLUNRY, TAX ASSESSOR
MAP DATE: September 2, 2022

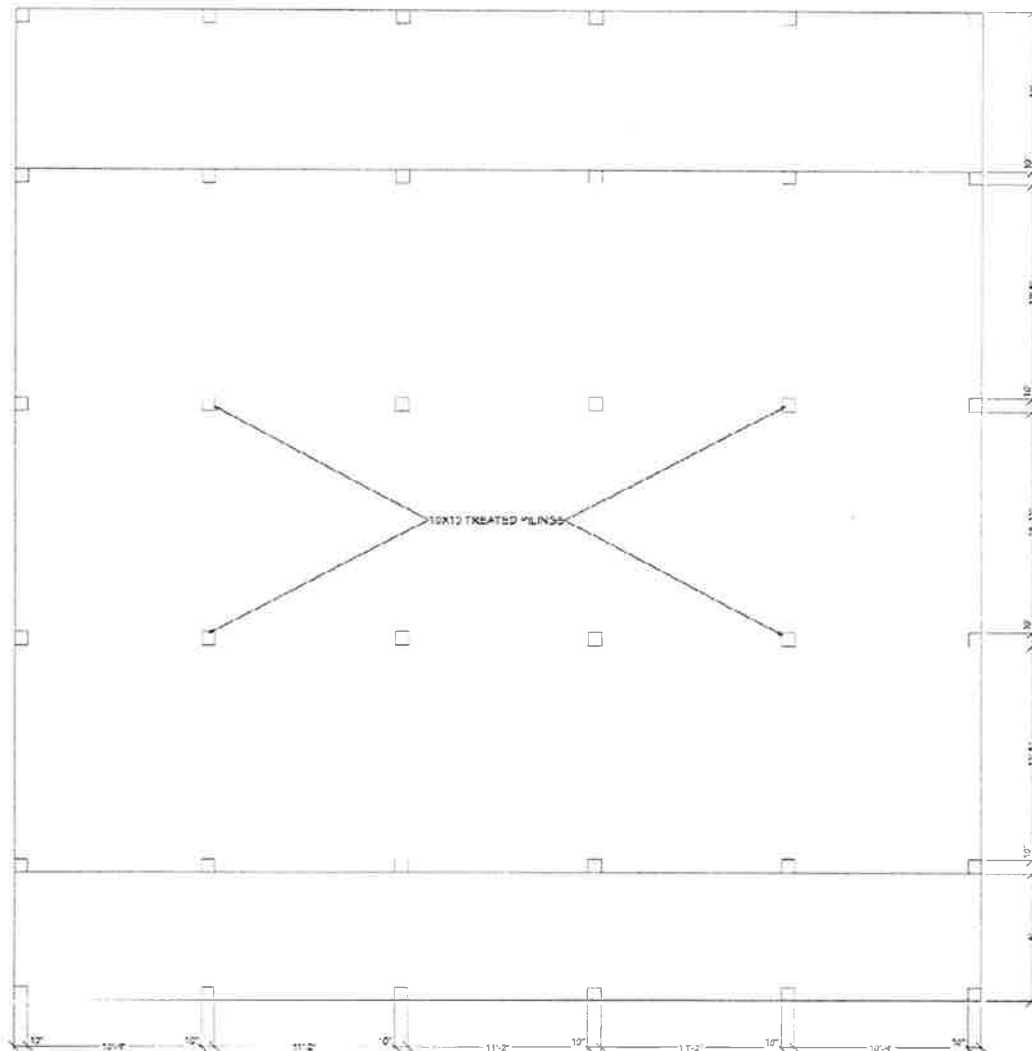


MINUTES OF SEPTEMBER 8, 2022
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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**MINUTES OF SEPTEMBER 8, 2022
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



PILING LAYOUT

INDEX: SW ¼ of 13-8-12 (Lot 6)

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

Prepared by and return to:
David B. Estes
MS Bar No. 101404
Integrity Land Title, LLC
1306 23rd Avenue, Suite A
Gulfport, MS 39501
(228) 896-8962
File# 4225

WARRANTY DEED

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

**FIRST BAPTIST CHURCH, LONG BEACH MISSISSIPPI
A MISSISSIPPI NON PROFIT CORPORATION
506 JEFF DAVIS AV
LONG BEACH, MS 39560
(228) 806-3651**

does hereby **SELL, CONVEY** and **WARRANT** unto

**A AND B MYERS, LLC
A MISSISSIPPI LIMITED LIABILITY COMPANY
117 DARCY LANE
SLIDELL, LA 70458
(210) 440-0581**

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

A parcel of land situated in the SW ¼ of Section 13, Township 8 South, Range 12 West,
City of Long Beach, First Judicial District of Harrison County, Mississippi and being
more particularly described as follows with the bearings based on State Plane Grid North
(MS East Zone 2301):
Commencing at a mag. nail set at the NW corner of 1 of 6, Block 2, Biberton's

MINUTES OF SEPTEMBER 8, 2022
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Subdivision: thence along the south margin of West 4th Street N 69 degrees 12 minutes 12 seconds E 277.90 feet to an iron rod found at the POINT OF BEGINNING; thence further along said south margin N 59 degrees 29 minutes 27 seconds E 100.79 feet to an iron rod found; thence S 28 degrees 14 minutes 32 seconds E 149.62 feet to an iron rod found; thence S 89 degrees 19 minutes 73 seconds W 99.52 feet to an iron rod set; thence N 28 degrees 39 minutes 20 seconds W 140.08 feet to the POINT OF BEGINNING, containing 14,868.62 square feet.

THE ABOVE DESCRIBED PROPERTY was previously identified by the following description:

The North 90 feet of Lot 2, Block 1, Biberon's Subdivision, 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 6 at Page 14 (Copy Book 3 at Page 204) thereof, reference to which is hereby made in and of and is a part of this description. Said parcel being the identical parcel of land acquired by Glen I. Miller, et ux, by Quitclaim Deed dated May 12, 1993 and recorded in the Land Deed Records of the First Judicial District of Harrison County, Mississippi in Deed Book 1241 at Page 472 thereof. Together with all improvements situated thereon or appertaining thereto.

THIS CONVEYANCE is subject to any and all easements, restrictive or protective covenants, rights-of-way, zoning ordinances and reservations affecting said property of record.

TAXES for the year 2021 are hereby prorated and the same are hereby assumed by the Grantee herein. It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and that when said taxes are actually determined, if the proration as of this date is incorrect, the parties herein agree to pay on a basis of an actual proration. All subsequent years' taxes are specifically assumed by Grantee herein.

WITNESS THE SIGNATURE of the above corporation by its officer after first being duly authorized so to execute and deliver, this the 22nd day of July, 2022.

FIRST BAPTIST CHURCH, LONG BEACH, MISSISSIPPI

BY: 
Dr. LaRue Stephens, Pastor and President

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 22nd day of July, 2022, within my jurisdiction, the within named Dr. LaRue Stephens, who acknowledged that he is Pastor and President of First Baptist Church, Long Beach, Mississippi, a Mississippi Non Profit Corporation, and that for and on behalf of said corporation, and as its act and deed he executed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.


NOTARY PUBLIC

My Commission expires:



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

It came for discussion under new business, Planning Commission Approval for property located at 115 West 4th Street, Tax Parcel 0612G-02-005.000, submitted by A & B Meyers (owners) and Boyd Construction Mgt, LLC (contractor), as follows:

MINUTES OF SEPTEMBER 8, 2022
REGULAR MEETING

419

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CITY OF LONG BEACH, MISSISSIPPI
APPLICATION FOR CASE REVIEW

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

- I. TYPE OF CASE: ☒ PLANNING COMMISSION APPROVAL
☐ DECISION OF THE BUILDING OFFICIAL IS ALLEGED TO BE IN ERROR
☐ INTERPRETATION OF THE ZONING ORDINANCE
- II. Address of Property Involved: LOT 6 W. 4th St. 113 W. 4th St. 00126-02-005,000
Tax Parcel Number

- III. Statement clearly explaining the request being made for case review. (Attach supplemental pages if necessary.)
Construct a single family in a C-1 zone

IV. REQUIRED ATTACHMENTS:

- A. Interest and Ownership. The applicant's name, address and interest of every person, firm or corporation represented by the applicant in the application, the name of the owner or owners and their respective addresses of the entire land area proposed to be changed in classification or to be included within the structures then existing thereon, and sufficient evidence to establish that the applicant has the right of possession to the land area and structures, the names and address of all owners of adjacent property (exclusive of the width of intervening streets, alleys, or bodies of water). Claims of support or "no objection" from owners of adjoining property should be substantiated in writing or by the appearance of such owner(s) at the hearing. Such support is usually considered material but not conclusive.
- B. Survey and/or Site Plan. A site plan showing the land area which would be affected, if required a general layout drawing of the development, easements bounding and intersecting the designated area, the locations of existing and proposed structures with supporting open facilities, and the ground area to be provided and continuously maintained for the proposed structure or structures.
- C. Recorded Warranty Deed. A deed which includes a legal description of the specific piece of property involved in the request. If several parcels are included in a request, individual parcel deeds AND a composite legal description of all parcels involved in the request must be provided.
- D. Fee. Attach a check in the amount of \$100.00. This check should be made payable to the City of Long Beach to cover administrative cost. You will also be responsible to actual costs, such as advertising and mailing incurred with the processing of your application.

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

V. OWNERSHIP AND CERTIFICATION:

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

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

A + B Mayers
Name of Rightful Owner (PRINT)

19224 Pineville Rd
Owner's Mailing Address

Long Beach Ms 39560
City State Zip

210-440-0581
Phone

l.btech2006@yahoo.com
Email address

Signature of Rightful Owner

Date

Caleb Boyd
Name of Agent (PRINT)

7465 Red Creek Rd
Agent's Mailing Address

Long Beach Ms 39560
City State Zip

228-669-6317
Phone

bcmconstruction2020@gmail.com
Email Address

Caleb Boyd 8-31-22
Signature of Agent Date

OFFICE USE ONLY

Date Received 8-31-22 Zoning C-1 Agenda Date 9-8-22 Check Number 1253

420

MINUTES OF SEPTEMBER 8, 2022
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

INDEX: SW ¼ of 13-8-12 (Lot 6)

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

Prepared by and return to:
David R. Estes
MS Bar No. 101404
Integrity Land Title, LLC
1896 23rd Avenue, Suite A
Gulfport, MS 39501
(228) 806-8062
File# 4225

WARRANTY DEED

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

FIRST BAPTIST CHURCH, LONG BEACH, MISSISSIPPI
A MISSISSIPPI NON PROFIT CORPORATION
506 JEFF DAVIS AV
LONG BEACH, MS 39560
(228) 806-2651

does hereby SETL, CONVEY and WARRANT unto

A AND B MYERS, LLC
A MISSISSIPPI LIMITED LIABILITY COMPANY
117 DARCY LANE
SLIDELL, LA 70458
(210) 440-0581

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

A parcel of land situated in the SW ¼ of Section 13, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi and being more particularly described as follows with the bearings based on State Plane Grid North (MS First Zone 2311):

Commencing at a mag. nail set at the NW corner of Lot 6, Block 2, Biberon's

Subdivision, hence along the south margin of West 4th Street N 69 degrees 17 minutes 13 seconds E 275.90 feet to an iron rod found at the POINT OF BEGINNING; thence further along said south margin N 69 degrees 29 minutes 27 seconds E 100.19 feet to an iron rod found; thence S 23 degrees 11 minutes 22 seconds E 149.62 feet to an iron rod found; thence S 66 degrees 19 minutes 23 seconds W 89.52 feet to an iron rod set; thence N 28 degrees 39 minutes 30 seconds W 150.18 feet to the POINT OF BEGINNING, containing 14,865.63 square feet.

THE ABOVE DESCRIBED PROPERTY was previously identified by the following description:

The North 90 feet of Lot 2, Block 1, Biberon's Subdivision, 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 5 at Page 11 (Copy Book 3 at Page 204) thereof, reference to which is hereby made in aid of and as a part of this description. Said parcel being the identical parcel of land acquired in Glen L. Miller, et ux. by Quitclaim Deed dated May 12, 1993 and recorded in the Land Deed Records of the First Judicial District of Harrison County, Mississippi in Deed Book 1241 at Page 472 therein. Together with all improvements situated thereon or appertaining thereto.

THIS CONVEYANCE is subject to any and all easements, restrictive or protective covenants, rights-of-way, zoning ordinances and reservations affecting said property of record.

TAXES for the year 2021 are hereby provided and the same are hereby assumed by the Grantee herein. It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and that when said taxes are actually determined, if the proration as of this date is incorrect, the parties herein agree to pay on a basis of an actual proration. All subsequent years' taxes are specifically assumed by Grantee herein.

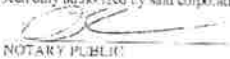
WITNESS THE SIGNATURE of the above corporation by its officer after first being duly authorized so to execute and deliver, this the 28 day of July, 2022.

FIRST BAPTIST CHURCH, LONG BEACH, MISSISSIPPI

BY 
Dr. LaRue Stephens, Pastor and President

STATE OF MISSISSIPPI
COUNTY OF HARRISON

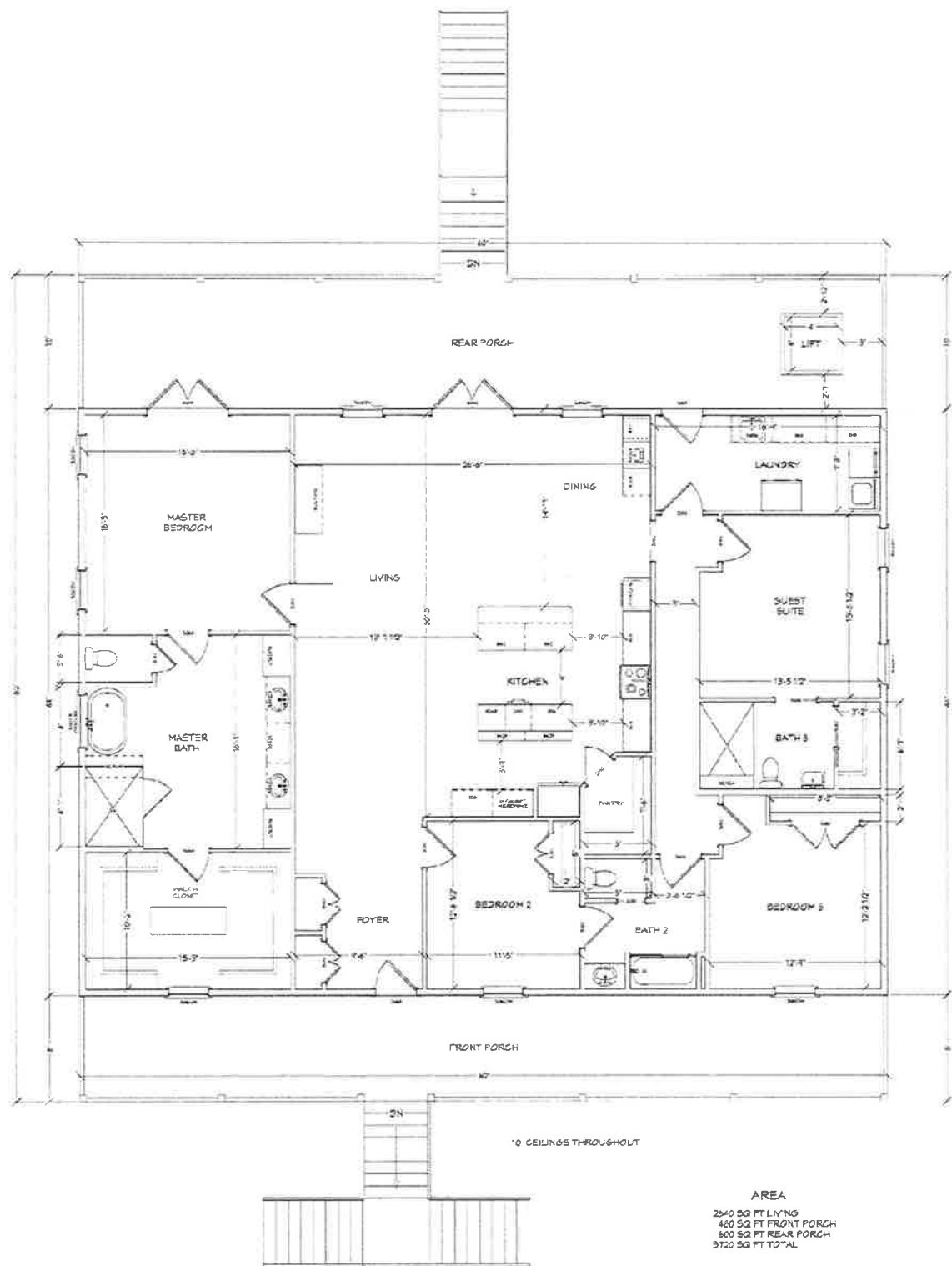
Personally appeared before me, the undersigned authority in and for the said county and state, on this 28 day of July, 2022, within my jurisdiction, the within named Dr. LaRue Stephens, who acknowledged that he is Pastor and President of First Baptist Church, Long Beach, Mississippi, a Mississippi Non Profit Corporation, and that he acted on behalf of said corporation, and as its act and deed he executed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.


NOTARY PUBLIC

My Commission expires:



MINUTES OF SEPTEMBER 8, 2022
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

It came for discussion under new business, Planning Commission Approval, Short-Term Rental, for property located at 408 East 2nd Street, Tax Parcel 0612A-01-013.000, submitted by Bridget Whiteman and Vaunne Leveque (owners and property manager), as follows:

MINUTES OF SEPTEMBER 8, 2022
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: 408 east 2nd Street (Location of Short-Term Rental)		Tax Parcel: 0629-01-013.000
OWNER'S INFORMATION:		
Property Owner's Name: Bridget Whitman + Vianne Leveque		
Property Owner's Address: 13130 whistle Court Gulfport MS 39503		
Property Owner's Mailing Address, if different from above:		
City State Zip		
Property Owner's Phone No: 228-731-0269 Email Address: wishyouwerehere@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: Bridget Whitman owner		
Property Manager's Address: (Must be a local contact)		
13130 whistle Court Gulfport MS 39503 City State Zip		
Property Manager's Phone No: 228 731 0269 Email Address: wishyouwerehere@gmail		
PLEASE PROVIDE THE FOLLOWING:		
<ul style="list-style-type: none">Mississippi Sales Tax ID # 88-3744317Recorded Warranty DeedParking Rules & Plan ✓Trash Management Plan ✓Copy of Proposed Rental Agreement ✓Proof of Liability Insurance, which includes short term rental coverage ✓		
ADDITIONAL INFORMATION:		
<ul style="list-style-type: none">Completed written statement of compliance. ✓FEES: \$250, nonrefundable application fee. \$500, yearly renewable fee. Checks should be made payable to the City of Long Beach.LICENSE: A Privilege Tax License must be applied and paid for after approval.INCOMPLETE APPLICATIONS will not be processed.		
AFFIDAVIT		
I HEREBY CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT ALL INFORMATION CONTAINED HEREIN TRUE AND CORRECT; I ACKNOWLEDGE RECEIPT OF AND AGREE TO COMPLY WITH THE RULES & REGULATIONS OF SHORT-TERM RENTALS (Ordinance 660), ALL APPLICABLE CODES, ORDINANCES AND STATE LAWS. VIOLATION OF ANY CODES OR REGULATIONS SHALL RESULT IN THE SUSPENSION OR REVOCATION OF THE PERMIT.		
PRINT NAME: Bridget Whitman		SIGNATURE: [Signature] DATE: Aug 23, 2022
BELOW IS FOR OFFICE USE ONLY		
Maximum Occupancy: 6	Maximum Vehicles allowed: 5	Number of bedrooms: 3
Number of people home can accommodate: 6		
I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES; AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.		
Building Official Signature: [Signature]		Date: 9/8/22
Fire Inspector Signature:		Date:
COMMENTS:		
Date Received: 8-29-22		
Agenda Date: 9-8-22		
Amount Due/Paid: \$50.00		
Payment Method: CC		

MINUTES OF SEPTEMBER 8, 2022
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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I Bridget Whitman, owner of the property located at
408 East 2nd Street, Tax Parcel _____,
affirm that I am in compliance with building codes, deed restrictions
and/or covenants, and have paid all applicable taxes, fees and other
charges. I acknowledge that a violation of the ordinances of the City of
Long Beach shall result in the suspension or revocation of the permit.

Bridget Whitman
signature

Aug 24, 2022
date

MINUTES OF SEPTEMBER 8, 2022
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



SCANNED



1st JUDICIAL DISTRICT
Instrument 2022-0020512-D-11
Filed/Recorded 08/15/2022 4:30:01 PM
Total Fees 26.00
4 Pages Recorded

Prepared by:
Andrew Marion, PLLC
Attorney-at-Law
1919 23rd Ave.,
P.O. Box 863
Gulfport, MS 39502
(228)-865-9047
MS Bar # 1866

Return to:
Andrew Marion, PLLC
Attorney-at-Law
1919 23rd Ave.,
P.O. Box 863
Gulfport, MS 39502
(228)-865-9047
File # 22-161

STATE OF MISSISSIPPI
HARRISON COUNTY
FIRST JUDICIAL DISTRICT

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 is hereby acknowledged, WE

Norma Allen Crombie, f/k/a Norma J. Allen, f/k/a Norma Steele and Brandon Ross Crombie
7126 Timber Trail
Southaven, MS 38672
228-669-8891

do hereby sell, convey and warrant unto

Bridget Whiteman and Vaunne Leveque
13130 Whistle Court
Gulfport, MS 39503
228-731-0269

as tenants in common, that certain tract, piece or parcel of land situated and being located in First Judicial District of Harrison County, State of Mississippi, more particularly described as follows, to-wit:
(See Exhibit A attached, Page 3)

Brandon Ross Crombie joins in this conveyance to convey any homestead interest he may have in the subject property without any warranty of title.

INDEXING INSTRUCTIONS: Exempt

Page 1 of 4

THIS CONVEYANCE is subject to any prior reservation or conveyance of oil, gas or other mineral rights and subject to all easement restrictions, reservations and covenants of record

IT IS AGREED and understood that the taxes for the current year have been pro-rated as of this date on an estimated basis. When said taxes are actually determined, if the proration as of the date is incorrect, then the Grantor(s) agrees to pay the Grantee(s), or its assigns, any deficit on an actual proration, and likewise, the Grantee(s) agrees to pay the Grantor(s), or its assigns, any amount overpaid by it.

WITNESS OUR SIGNATURES, this the 15th day of August, 2022 to be effective the 15th day of August, 2022.

Norma Allen Crombie
Norma Allen Crombie
f/k/a Norma J. Allen, f/k/a Norma Steele

Brandon Ross Crombie
Brandon Ross Crombie

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the above stated jurisdiction, the within named Norma Allen Crombie, f/k/a Norma J. Allen, f/k/a Norma Steele who acknowledged that she signed and delivered the foregoing Warranty Deed on the day and year therein written as her own free and voluntary act and deed.

GIVEN under my hand and official seal on this the 12th day of August, 2022.



NOTARY PUBLIC
Rikki L. Macon

Page 2 of 4

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MINUTES OF SEPTEMBER 8, 2022
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 above stated jurisdiction, the within named **Brandon Ross Crombie** who acknowledged that he signed and delivered the foregoing Warranty Deed on the day and year therein written as his own free and voluntary act and deed.

GIVEN under my hand and official seal on this the 12th day of August, 2022.



NOTARY PUBLIC

A handwritten signature in cursive script, appearing to read "Rikki L. Macon", written over the "NOTARY PUBLIC" text.

Page 3 of 4

Exhibit "A"

The south 125 feet of Lot 7, Block 4, Original Long Beach, as per the map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi, First Judicial District, together with any and all appurtenances thereunto belonging or in any wise appertaining.

Page 4 of 4

MINUTES OF SEPTEMBER 8, 2022
REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION
I, Bridget Whiteman and Vaunne Grundy, will be in the area and will be handling the trash removal. We also have a management company that will be helping with clean up and trash removal.

The house has parking. It has a garage as well as a carport. There will be no parking on the street. This will not be necessary.

SHORT-TERM RENTAL AGREEMENT

- I. **THE PARTIES.** This Short-Term Rental Agreement ("Agreement") made on _____, 20____ between the following:
- TENANT: _____, with a mailing address of _____ ("Tenant"), and
- LANDLORD: _____, with a mailing address of _____ ("Landlord").
- II. **THE PREMISES.** The Landlord agrees to lease the described property below to the Tenant, and the Tenant agrees to rent from the Landlord:
- a.) Mailing Address: _____
- b.) Residence Type: ☐ Apartment ☐ House ☐ Condo ☐ Other: _____
- c.) Bedroom(s): _____
- d.) Bathroom(s): _____
- e.) Other: _____
- 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: (check one)
- ☐ - **Fixed Term.** The Tenant shall be allowed to occupy the Premises starting _____, 20____ at ____:____ ☐ AM ☐ PM and ending _____, 20____ at ____:____ ☐ AM ☐ PM ("Lease Term").
- ☐ - **Month-to-Month Lease.** The Tenant shall be allowed to occupy the Premises on a month-to-month arrangement starting on _____, 20____, and ending upon notice of ____ days from either Party to the other Party ("Lease Term").
- IV. **QUIET HOURS.** The Landlord requires: (check one)
- ☐ - **No Quiet Hours.** There are no quiet hours. However, the Tenant must reside on the Premises with respect to the quiet enjoyment of the surrounding residents.
- ☐ - **Quiet Hours.** Quiet hours begin at ____:____ ☐ AM ☐ PM each night and continue until sunrise. Quiet hours consist of no music and keeping all audio at a minimum level out of respect for the surrounding residents.

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LONG BEACH PLANNING and DEVELOPMENT COMMISSION

- V. **OCCUPANTS.** The total number of individuals staying on the Premises during the Lease Term shall be a total of ____ 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 pay the Landlord:

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

☐ - **Monthly Amount.** The Tenant shall be required to pay the Landlord \$_____ in equal monthly installments for the Lease Term ("Rent") and due on the ____ of each month under the following instructions:

First (1st) month's rent is due at the execution of this Agreement.

- VII. **UTILITIES.** The Landlord shall be responsible for all utilities and services to the Premises EXCEPT for the following: _____

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

☐ - **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: (check one)


☐ - **Does Not Allow Pets:** There are no pets allowed on the Premises. If the Tenant is found to have pets on the Premises, this Agreement and any Security Deposit shall be forfeited.

☐ - **Allows Pets:** The Tenant shall have the right to have ____ pet(s) on the Premises with a maximum limit of ____ pounds per pet. For the right to have pet(s) on the Premises, the Landlord shall charge a fee of \$_____ that is ☐ non-refundable ☐ refundable unless there are damages related to the pet. The Tenant is responsible for all damage that



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any pet causes, regardless of the ownership of said pet, and agrees to restore the Premises to its original condition at their expense.

X  **PARKING.** The Landlord: (check one)

- ☐ - **Shall provide** _____ parking space(s) to the Tenant for a fee of \$_____ to be paid ☐ at the execution of this Agreement ☐ on a monthly basis in addition to the rent. The parking space(s) are described as: [DESCRIBE PARKING SPACES]
- ☐ - **Shall NOT** provide parking.

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.** _____ \$ _____
- ☐ - **Other.** _____ \$ _____

XII. **PARTY CLEANUP.** If the Premises qualifies for a “deep clean” due to the amount of “wear and tear” from a party or large gathering, a fee of \$_____ (“Party Cleanup Fee”) shall be charged at the end of the Lease Term. The Party Cleanup Fee may be deducted from the Security Deposit.

XIII. **SMOKING POLICY.** Smoking on the Premises is: (check one)

- ☐ - **Prohibited.**
- ☐ - **Permitted ONLY** in the following areas: _____

XIV. **PERSON OF CONTACT.** The Landlord: (check one)

- ☐ - **Does** have a manager on the Premises that can be contacted for any maintenance or repair at:
Agent/Manager's Name: _____
Telephone: (____) ____ - _____
E-Mail: _____
- ☐ - **Does not** have an agent/manager on the Premises, although the Landlord can be contacted for any emergency, maintenance, or repair at:
Landlord's Name: _____
Telephone: (____) ____ - _____
E-Mail: _____



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XV. **SUBLETTING.** The Tenant: (check one)

- ☐ - **Has** the right to sublet the Premises. Each subtenant is: (check one)
- ☐ required to be approved by the Landlord prior to occupancy.
 - ☐ not required to be approved by the Landlord.

☐ - **Does not** have the right to sublet the Premises.

XVI. **MOVE-IN INSPECTION.** Before, at the time of the Tenant accepting possession, or shortly thereafter, the Landlord and Tenant shall: (check one)

☐ - **Inspect** the Premises and write any present damages or needed repairs on a move-in checklist.

☐ - **Shall not** inspect the Premises or complete a move-in checklist

XVII. **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.XVIII. **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.XIX. **TRASH.** The Tenants shall dispose of all waste material generated during the Lease Term under the strict instruction and direction of the Landlord.XX. **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. Creating a disturbance of the area by large gatherings or parties shall be grounds for immediate termination of this Agreement.XXI. **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

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the Landlord may maintain on the property does not cover the personal property of Tenant and that Tenant should purchase their own insurance for their guests if such coverage is desired.

- XXII. **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 enforcing this agreement.
- XXIII. **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.
- XXIV. **ILLEGAL ACTIVITY.** The Tenant shall use the Premises for legal purposes only. Any other such use that includes but is not limited to illicit drug use, verbal or physical abuse of any person or illegal sexual behavior shall cause immediate termination of this Agreement with no refund of pre-paid Rent.
- XXV. **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. If claims are not made within the State's required time period or two (2) weeks, whichever is shorter, the Landlord shall be able to keep such items to sell or for personal use.
- XXVI. **GOVERNING LAW.** This Agreement shall be governed and subject to the laws located in the jurisdiction of Premise's location.

Landlord Signature: _____ Date: _____

Print Name: _____

Tenant Signature: _____ Date: _____

Print Name: _____

Tenant Signature: _____ Date: _____

Print Name: _____



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POLICY DECLARATIONS

American Modern Property and Casualty Insurance Company
Dwelling Special
New Business



Premium Summary		Policy Summary	
Dwelling #1:	\$3,830.00	Policy Number:	103-001-591
408 E SECOND ST LONG BEACH MS 39560-6203		Policy Period:	08/15/2022 to 08/15/2023 12:01 A.M. Standard Time
Policy Coverages	\$0.00	Named Insured(s): BRIDGET WHITEMAN 13130 WHISTLE CT GULFPORT MS 39503-5667	
Additional Costs	\$0.00		
Total Policy Premium:	\$3,830.00	Contracted Agency:	APPALACHIAN UNDERWRITERS INC - #001979 PO BOX 800 OAK RIDGE TN 37830
Note: a minimum earned premium of \$100.00 applies to this policy.		Your Agent:	UNITED RISK AGENCY - #P57549 1310 27TH AVE STE 205 GULFPORT MS 39501
Policy Discounts			
Multi-Policy Discount			
Dwelling Discounts			
The following discounts apply to one or more dwellings on this policy.			
408 E SECOND ST, LONG BEACH MS 39560-6203			
Local Smoke and/or Burglar Alarm			
Deadbolts, Smoke Alarm and Fire Extinguisher			

Additional Named Insureds and Designees

Name:	Address:
VAUNNE LEVEQUE	13130 WHISTLE CT, GULFPORT MS 39503-5667
Relationship to Primary Named Insured:	Description of Interest:
Other Related	ADDITIONAL NAMED INSURED

Dwelling #1: 408 E SECOND ST, LONG BEACH MS 39560-6203

Occupancy:	Residence Type:	Construction Type:	Year Built:	Protection Class Code:	Territory:
Rental	1 Family Residence	Frame	1951	5	1
Coverage Detail					
Coverage		Limit / Description			Premium
Dwelling					\$3284.00
Limit		207,000			
Loss Settlement		Replacement Cost			
All Other Peril Deductible		2,500			
Wind and Hail Deductible		5,000			
Other Structures		20,700			Included
Loss Settlement		Replacement Cost			
Personal Property		30,000			\$356.00
Loss Settlement		Replacement Cost			
Additional Living Expense/Fair Rental Value		20,700			Included
Water Damage		20,700			Included

Dwelling Special Policy Declaration

American Modern Property and Casualty Insurance Company
Policy Period: 08/15/2022 - 08/15/2023
Policy Number: 103-001-591 Policy Type: Dwelling Special



Mold and Remediation - Property	5,000	Included
Water Backup and Sump Overflow	5,000	\$50.00
Deductible	250	
Inspection Fee		\$26.00
Premises Liability	300,000	\$109.00
Medical Payments	1,000 Per person/25,000 Per occurrence	\$5.00
Property Manager Premises Liability Extension		Included
Vandalism or Malicious Mischief		Included
Deductible	500	
Fire Department Service Charge	500	Included
Mold Exclusion - Premises Liability		Included
Important Information		
This dwelling does not have coverage for the peril of flood.		
This dwelling does not have coverage for the peril of earthquake.		
Short Term Rental applies to this dwelling (lease terms of 3 months or less).		
Premium		\$3,830.00

Your Policy Documents

Your policy consists of this Policy Declaration and the documents in the following list. Please keep these together.

Policy Level Forms (Forms that apply to all Dwelling)

- DS-CW-P-0001(03-18) - Dwelling Property - Special Form
- DW-CW-X-0004(05-17) - Criminal Acts Exclusion
- IL-CW-G-0001(01-15) - Signature Endorsement
- DS-MS-A-0001(03-19) - Special Provisions - Mississippi
- DW-CW-G-0001(01-15) - Condemnation Endorsement
- IL-CW-G-0010(07-17) - Additional Policy Protection
- Forms that apply to Dwelling #1: 408 E SECOND ST, LONG BEACH MS 39560-6203
- DW-CW-G-0002(01-15) - Cap on Losses From Certified Acts of Terrorism
- DS-CW-C-0002(01-16) - Permitted Vacancy or Seasonal Usage Clause
- DS-CW-C-0010(01-15) - Additional Living Expense or Fair Rental Value
- DS-CW-C-0006(01-15) - Personal Property Replacement Cost
- DY-CW-X-0002(01-15) - Premises Liability Fungi, Wet or Dry Rot, or Bacteria Exclusion
- DY-CW-C-0005(01-16) - Property Manager - Premises Liability
- DW-CW-X-0005(01-17) - Roof Surfacing Cosmetic Damage Exclusion - Windstorm or Hail
- DW-CW-N-0002(10-20) - Important Notice - Terrorism Insurance Coverage
- DS-CW-C-0007(03-16) - Water Backup And Sump Overflow
- DS-CW-G-0001(01-15) - Construction Cost Index
- DS-CW-C-0003(06-17) - Water Damage Coverage

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Dwelling Special Policy Declaration
American Modern Property and Casualty Insurance Company
Policy Period: 08/15/2022 - 08/15/2023
Policy Number: 103-001-591 Policy Type: Dwelling Special



DY-CW-X-0003(01-15) - Premises Liability Swimming Pool Slide and Diving Board Exclusion
DY-CW-X-0001(01-16) - Premises Liability Lead Paint Liability Exclusion
DY-CW-C-0001(01-16) - Premises Liability Endorsement
IP-CW-C-0004(01-15) - Reinstatement of Limit
DY-CW-G-0001(01-15) - Premises Liability Cap on Losses from Certified Acts of Terrorism

Policy Maintenance Information

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

PLEASE REVIEW THE INFORMATION CONTAINED IN THIS POLICY.
IF ANY INFORMATION IS INCORRECT, PLEASE CONTACT:
American Modern Property and Casualty Insurance Company
(800) 543-2644

Report a Claim: 1-800-375-2075
American Modern Insurance Group

Mailing address
PO Box 5323
Cincinnati, OH 45201-5323

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



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

Commissioner Jennifer Glenn returned at this time.

It came for discussion under new business, Planning Commission Approval, Short-Term Rental, for property located at 56 Oak Alley Lane, Tax Parcel 0512J-03-066.056, submitted by Moises Montero and Katherine Montero (owners) and Angelica Mendoza Ordonez (property manager), as follows:

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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: 56 Oak Alley Lane Long Beach MS 39560 Tax Parcel # 092J-03-06650
 (Location of Short-Term Rental)

OWNER'S INFORMATION:

Property Owner's Name: Moises Montero and Katherine Montero

Property Owner's Address: 189 Manchester Lane villa Rica GA 30180

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

same as above

Property Owner's Phone No: 347.836.1324 Email Address: coralunams@gmail.com

Is there a homeowner's association for the neighborhood? no If so, please provide written statement of support of short term rental?
oak Alley

PROPERTY MANAGER INFORMATION:

Property Manager's Name: Angelica Mendoza Ordóñez

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

1815 23rd Street Gulfport ms 395014
 City State Zip

Property Manager's Phone No: 228-424-0165 Email Address: coraluna.ms@gmail.com

PLEASE PROVIDE THE FOLLOWING:

- Mississippi Sales Tax ID # SS# 098-99.7851
- 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.

Katherine C. Montero Katherine C. Montero 9/25/2022
 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>8</u>	<u>2</u>	<u>3</u>	<u>8</u>

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

Building Official Signature: [Signature] Date: 9/8/22

Fire Inspector Signature: _____ Date: _____

COMMENTS: _____

Date Received: <u>8-29-22</u>
Agenda Date: <u>9-8-22</u>
Amount Due/Paid: <u>200.00</u>
Payment Method: <u>0098</u>

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I Katherine Montero, owner of the property located at 56 Oak Alley Lane Long Beach Tax Parcel 0521-03-066.86, 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.

Katherine L. Montero
signature

8/25/2022
date

Michael B. McDermott, MS Bar No. 2379
Page, Mammino, Peresich & McDermott, P.L.L.C.
759 Howard Avenue
Biloxi, MS 39530
(228) 374-2100

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 which is hereby acknowledged, the undersigned, for and on behalf of

OAKS OF LONG BEACH II LLC
a Mississippi Limited Liability Company
2004 Bayou Laporte Drive
Biloxi, MS 39531
(228)547-6652

does hereby sell, convey and warrant unto

KATHERINE L. MONTERO and MOISES MONTERO
189 Manchester Lane
Villa Rica, GA 30180
(347)679-4134

as joint tenants with full rights of survivorship, and not as tenants in common, the following described real property, together with all improvements thereon, located in the First Judicial District of Harrison County, Mississippi, more particularly and certainly described as follows:

INDEXING INSTRUCTIONS: LOT 56, THE OAKS OF LONG BEACH S/D

Lot Fifty-Six (56), THE OAKS OF LONG BEACH SUBDIVISION, 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 48 at Page 9 thereof

This conveyance is subject to all restrictions, reservations and easements affecting said property on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

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Ad valorem taxes for the year 2022 have been prorated between the parties hereto and the obligation to pay same is assumed by the Grantees herein, who will pay same when due.

WITNESS my signature on this the ____ day of August, 2022.

Oaks of Long Beach II LLC

By: _____
Art L. Young, Member

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24th day of August, 2022, within my jurisdiction, the within named Art L. Young, who acknowledged to me that he is a Member of Oaks of Long Beach II LLC, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said LLC so to do.

NOTARY PUBLIC

My Commission Expires:

(SEAL)

61515

56 Oak Alley Ln.

Parking Rules

- Only Park on #56 Driveway.
- Do not block other driveways.
- Do not park on grass.

56 Oak Alley Ln.

Trash Plan

- All trash should be placed in the trash can before leaving the property.
- Cleaning Personnel will take out the trash can on Sunday Night.
- Trash Day is every Monday except for major holidays.

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SHORT TERM RENTAL AGREEMENT

1. The Parties

This agreement made this ____ day of _____, 20____
between _____ [name of tenant] of _____
_____ [address of tenant] Hereinafter
referred to as "Tenant", and Katherine Montero and Moises Montero of 56 Oak
Alley Ln, Long Beach, MS 39560 Hereinafter referred to as "Landlord".

2. The Property

Property Location: 56 Oak Alley Ln, Long Beach, ms 39560

3. Period and Guests

Total people in renting party consists of ____ Adults, ____ Children, _____, and
not to exceed 8 people.

Rental period begins at ____:____ ☐ AM ☐ PM on the ____ day of _____,
_____, 20____ and ends at ____:____ ☐ AM ☐ PM on the
day of _____, 20____.

4. Rental Amount

Total rental amount for the period is _____ Dollars (\$_____)
or equal to _____ Dollars (\$_____) per night.

5. Fees, Taxes, and Deposit

- ☐ Cleaning Fee: \$_____
- ☐ Security Deposit: \$_____
- ☐ Taxes: \$_____
- ☐ Other _____: \$_____

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Total Deposit and Fees Due with Signed Agreement: \$ _____

6. Termination

The Landlord has the right to inspect the premises with prior notice as stated with the applicable State laws. Should the Tenant violate any of the terms of this agreement, the rental period shall be terminated immediately in accordance with State law. The Tenants waive all rights to process if they fail to vacate the premises upon termination of the rental period. The Tenants shall vacate the premises at the expiration time and date of this agreement.

7. Maintenance and Repairs

The Tenants 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 tenants shall leave the premises in a ready to rent condition at the expiration of the rental agreement, defined by the Landlord as being immediately habitable by the next tenants. Tenants shall pay for maintenance and repairs should the premises be left in a lesser condition. The tenants agree that the Landlord shall deduct costs of said services from the security deposit prior to refund if tenants cause damage to the premises or its furnishings.

8. Trash

The Tenants shall dispose of all waste material generated during the rental period in the following area: Trash Cans outside the home.

9. Pets (Check One)

☐ No animals or pets of any kind will be brought onto the premises.

☐ The following animals or pets are allowed the property _____
for a ☐ refundable fee ☐ non-refundable fee of \$ ____.

10. Quiet Enjoyment

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The Tenants shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Tenants shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate termination of this agreement and Tenants shall then immediately vacate the premises. Quiet hour starts at 10:00 PM where outdoor noise should be kept to a minimum.

11. Smoking

Smoking is not allowed inside the home.

12. Essentials

Landlord shall provide the following to the Tenant:

Towels, linens, cups, knives, forks, spoons, dishes, coffee, creamer and all toiletries.

13. Landlord's Liability

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

14. Rental Deposit

Amount is fully refundable up to _____ prior to the beginning of the rental period. After said period prior to the rental start date the Landlord shall have the right to retain the initial Rental Deposit at the Landlord's discretion.

15. Use of Property

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

16. Shortened Stays and Conditions

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

17. Firearms

Only legally owned and permitted firearms shall be allowed on the premises according to State and local laws.

18. Fireworks

Tenant agrees that Fireworks and other hazardous materials shall not be used in or around the property and the premises.

19. Illegal Use

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

20. Possessions

Valuable items left behind by tenant will be held for the tenant and every reasonable effort will be made to contact the tenant for return. If items are not claimed for longer than 6 months they shall become the property of the Landlord. The Landlord shall not be held liable for condition of said items.

21. Internet

High speed wireless internet is provided as a convenience only and is not integral to the agreement. No refund of rents shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service.

22. Manager/Landlord Contact

Landlord/Manager's Name: Katherine and Moises Montero

Landlord/Manager's Telephone: 347-836-1324 / 347-679-4134

Landlord/Manager's E-Mail: Casaluna.ms@gmail.com

23. Other Agreements

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In addition to the language stated in this agreement the parties, Landlord and Tenant, agree to the following:

Landlord and Tenant agree to the above conditions on this ____ day of _____, 20 ____ and hereby swear that the information provided is accurate and true:

Tenant’s Signature _____ Date _____

Print Name _____

Tenant’s Signature _____ Date _____

Print Name _____

Landlord’s Signature _____ Date _____

Print Name: Katherine Montero

Landlord’s Signature _____ Date _____

Print Name: Moises Montero

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THIS DECLARATION PAGE IS ATTACHED TO AND FORMS PART OF CERTIFICATE PROVISIONS			
Expiring Policy #: New		Policy Number:20UAMS04S0116062-00	
1. NAME AND ADDRESS OF THE INSURED: Moses Montero 56 Oak Alley Lane Long Beach, MS. 39560		INSURED LOCATION/RESIDENCE PREMISES: 56 Oak Alley Lane, Long Beach, MS. 39580	
EXTENDED LIABILITY:			
2. POLICY PERIOD: EFFECTIVE FROM 08/19/2022 TO 08/19/2023 BOTH DAYS AT 12:01 A.M. LOCAL STANDARD TIME			
3. COVERAGES – INSURANCE IS EFFECTIVE WITH: Accredited Specialty Insurance Company			
Limits:	Coverage A Coverage B Coverage C Coverage D Coverage E Coverage F Loss Assessment	Dwelling Other Structures Personal Property Loss of Use Personal Liability Medical Payments	\$ 112,000.00 \$ N/A \$ 15,000.00 \$ 12,000.00 \$ 300,000.00 \$ 1,000.00 \$ 1,000
Deductibles:		All Other Perils Windstorm & Hail	\$ 1,000.00 5%(\$6,350.00)
*25% Minimum Earned Premium Applies			
4. PREMIUMS AND OTHER CHARGES:			
	Base Premium Policy Fee Inspection Fee State Tax Stamping Fee MWUA Fee Other Coverage Premium TOTAL		\$1,068.29 \$200.00 \$50.00 \$63.24 THIS POLICY EXCLUDES \$3.95 FLOOD COVERAGE \$47.43 \$242.71 \$1,695.62
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) Homestar Financial Corporation ISAOA/ATIMA, 332 Washington Street NW, Gainesville, GA 30501 Mortgagee Loan #1033722559	
8. ADDITIONAL INTEREST(S)	
9. ADDITIONAL INSURED(S) Katherine L. Montero	
10. IN THE EVENT OF A CLAIM - PLEASE NOTIFY THE FOLLOWING AGENT Maxwell Insurance Group, Inc 6579 West Oaklawn Road, Suite AB100/MS39532 228-207-1896	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 18th Place Suite A110, Vero Beach FL 32960 License: 15015264	DATE ISSUED: 08/17/2022 AUTHORIZED REPRESENTATIVE: Ronald Terzer 10752733

MINUTES OF SEPTEMBER 8, 2022
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

It came for discussion under new business, Planning Commission Approval, Short-Term Rental, for property located at 104 Charleswood Lane, Tax Parcel 0612D-01-003.000, submitted by Joanna and Brian Derheimer, as follows:

**MINUTES OF SEPTEMBER 8, 2022
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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: 104 CHARLESWOOD LN. LONG BEACH, MS 39560 Tax Parcel # 00121-01-003.000
(Location of Short-Term Rental)

OWNER'S INFORMATION:

Property Owner's Name: JOANNA & BRIAN DERHEIMER

Property Owner's Address: 104 CHARLESWOOD LN. LONG BEACH, MS 39560

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

City State Zip

Property Owner's Phone No: (619) 452-9065 Email Address: JOANNA.DERHEIMER@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: JOANNA & BRIAN DERHEIMER

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

City State Zip

Property Manager's Phone No.: - Email Address: -

PLEASE PROVIDE THE FOLLOWING:

- Mississippi Sales Tax ID # V180
- Recorded Warranty Deed ✓
- Parking Rules & Plan ✓
- Trash Management Plan ✓
- Copy of Proposed Rental Agreement ✓
- Proof of Liability Insurance, which included short term rental coverage ✓

ADDITIONAL INFORMATION:

- OWNERSHIP: Please provide a recorded warranty deed
- FEES: \$200, nonrefundable application fee, plus mailing cost. \$100, 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 (\$20/yearly fee).
- 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 (Ord 622), ALL APPLICABLE CODES, ORDINANCES AND STATE LAWS. VIOLATION OF ANY CODES OR REGULATIONS SHALL RESULT IN THE SUSPENSION OR REVOCATION OF THE PERMIT.

JOANNA DERHEIMER [Signature] 08/23/22
PRINT NAME SIGNATURE DATE

BELOW IS FOR OFFICE USE ONLY			
Maximum Occupancy: <u>4</u>	Maximum Vehicles allowed: <u>2</u>	Number of bedrooms: <u>2</u>	Number of people home can accommodate: <u>4</u>

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

Building Official Signature: [Signature] Date: 9/8/22

Fire Inspector Signature: _____ Date: _____

COMMENTS: _____

Date Received: <u>8-23-22</u>
Agenda Date: <u>9-8-22</u>
Amount Due/Paid: <u>250.00</u>
Check #: <u>149</u>

MINUTES OF SEPTEMBER 8, 2022
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



SCANNED



J1 - GULFPORT DISTRICT
Instrument 2022-0003562-D-J1
Filed/Recorded 02/15/2022 10:01:01 AM
Total Fees 26.00
2 Pages Recorded

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

Grantor:
Janelle Walker
5509 Paula Drive
Long Beach, MS 39560
(228) 209-2721

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

Grantees:
Brian Derheimer
Joanna Derheimer
104 Charleswood Lane
Long Beach, MS 39560
(619) 452-9065

File No. F220059N

INDEXING INSTRUCTIONS: Lot 3 Less E 1 FT, Northwood Village S/D, 1st JD, Harrison County, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

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

Lot 3, less the east one foot, Northwood Village Subdivision, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi, in Plat Book 23, at Page 19.

This being the same property as that conveyed to Janelle Walker, by Instrument recorded in Instrument No. 2021-0034056-D-J1, Land Deed Records in the First Judicial District of Harrison County, Mississippi.

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

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

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

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

WITNESS MY SIGNATURE, on this the 7th day of February, 2022.

Janelle Walker

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 7th day of February, 2022.

(AFFIX SEAL)

NOTARY PUBLIC

My commission expires:



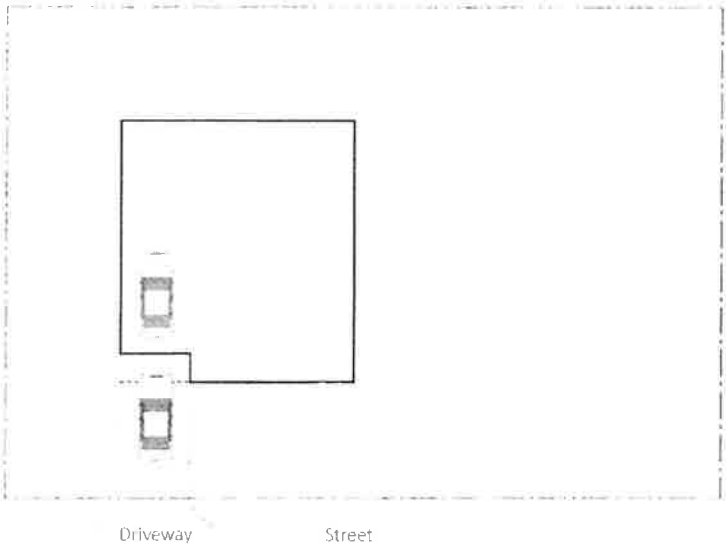
MINUTES OF SEPTEMBER 8, 2022
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Parking Rules & Plan for:
104 Charleswood Ln. Long Beach, MS 39560

Parking Rules:

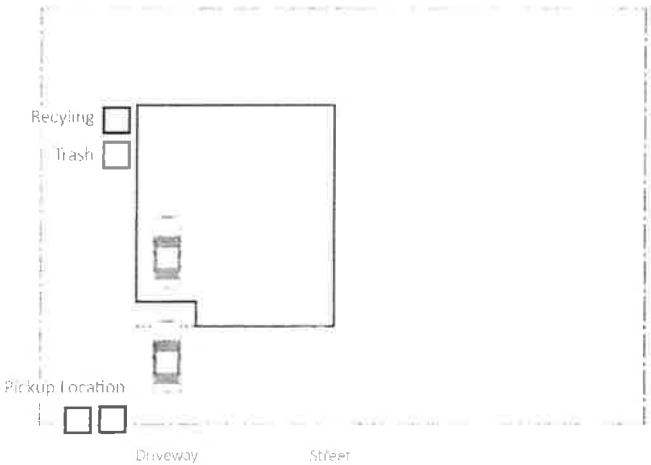
- No parking in yard.
- Parking only allowed on driveway/ carport.
- 2 Vehicles max.

Parking Plan:



Trash Management Plan for:
104 Charleswood Ln. Long Beach, MS 39560

Trash:
The outside trash bins are located on the outside of the carport. Our local trash pick up is every Monday morning. Bins are taken out every Sunday evening and brought back in Monday afternoon.
Brown Bin= Trash, Green Bin= Recycling.



MINUTES OF SEPTEMBER 8, 2022
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
MISSISSIPPI MONTH-TO-MONTH LEASE

I. THE PARTIES. This Mississippi Month-to-Month Lease Agreement ("Agreement") made this 1st day of September, 2022 is between:

Landlord: Joanna & Brian Derheimer with a mailing address of 515 E. Mangold Dr, City of Long Beach, Mississippi ("Landlord"), AND

Tenant(s): VRBO (Vacation Rentals By Owner) ("Tenant").

Landlord and Tenant are each referred to herein as a "Party" and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Tenant agrees to lease the Premises from the Landlord under the following terms and conditions:

II. LEASE TYPE. This Agreement shall be considered a month-to-month Lease. The Tenant shall be allowed to occupy the Premises on a month-to-month arrangement starting on 20 and ending upon notice of days from either Party to the other Party ("Lease Term"). It is recognized that the minimum termination period for the State of Mississippi is thirty (30) days.

III. OCCUPANT(S). The Premises is to be occupied strictly as a residential dwelling with the following individual(s) in addition to the Tenant: (check one)

- Approved by owner occupants ("Occupant(s)")
- There are no Occupant(s).

IV. THE PROPERTY. The Landlord agrees to lease the described property below to the Tenant: (enter the property information)

- a.) Mailing Address: 104 Charleswood Ln, City of Long Beach, Mississippi
- b.) Residence Type: Apartment House Condo Other:
- c.) Bedroom(s): 2
- d.) Bathroom(s): 1

The aforementioned property shall be leased wholly by the Tenant ("Premises").

V. PURPOSE. The Tenant and Occupant(s) may only use the Premises as: (check one)

- A residential dwelling only.
- A residential dwelling and:



VI. FURNISHINGS. The Premises is: (check one)

- To be furnished with the following: All household furnishings.
- Not furnished.

VII. APPLIANCES. The Landlord shall: (check one)

- Provide the following appliances: All household appliances.
- Not provide any appliances.

VIII. RENT. The Tenant shall pay the Landlord, in equal monthly installments, \$ ("Rent"). The Rent shall be due on the of every month ("Due Date") and paid under the following instructions:

IX. NON-SUFFICIENT FUNDS (NSF CHECKS). If the Tenant pays the Rent with a check that is not honored due to insufficient funds (NSF): (check one)

- There shall be a fee of \$ per incident.
- There shall be no fee.

X. LATE FEE. If Rent is not paid on the Due Date: (check one)

- There shall be a penalty of \$ due as One (1) Time Payment Every Day Rent is Late. Rent is considered late when it has not been paid within day(s) after the Due Date.
- There shall be No Late Fee if Rent is late.

XI. FIRST (1ST) MONTH'S RENT. The Tenant is required to pay the first (1st) month's rent: (check one)

- Upon the execution of this Agreement.
- Upon the first (1st) day of the Lease Term.

XII. PRE-PAYMENT. The Tenant shall: (check one)

- Pre-Pay Rent in the amount of \$ Full Amount for the term starting on 20 and ending on 20. The Pre-Payment of Rent shall be due upon the execution of this Agreement.
- Not be required to Pre-Pay Rent.

XIII. PRORATION PERIOD. The Tenant: (check one)



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☐ - Shall take possession of the Premises before the start of the Lease Term on _____, 20____ and agrees to pay \$_____ for the proration period. The proration rate is calculated by the monthly Rent on a daily basis which shall be paid by the Tenant upon the execution of this Agreement.

☐ - Shall not be taking possession of the Premises before the Lease Term.

XIV. SECURITY DEPOSIT. As part of this Agreement: (check one)

☐ - The Landlord requires a payment in the amount of \$_____ ("Security Deposit") for the faithful performance of the Tenant under the terms and conditions of this Agreement. Payment of the Security Deposit is required by the Tenant upon the execution of this Agreement. The Security Deposit shall be returned to the Tenant within _____ days 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.

☐ - The Landlord does not require a Security Deposit as part of this Agreement.

XV. MOVE-IN INSPECTION. Before, at the time of the Tenant accepting possession, or shortly thereafter, the Landlord and Tenant: (check one)

☒ - Agree to inspect the Premises and write any present damages or needed repairs on a move-in checklist.

☐ - Shall not inspect the Premises or complete a move-in checklist.

XVI. PARKING. The Landlord: (check one)

☒ - Shall provide 2____ parking space(s) to the Tenant for a fee of \$0____ to be paid ☐ at the execution of this Agreement ☐ on a monthly basis in addition to the rent. The parking space(s) are described as:
Covered carport and driveway_____.

☐ - Shall NOT provide parking.

XVII. SALE OF PROPERTY. If the Premises is sold, the Tenant is to be notified of the new Owner, and if there is a new Manager, their contact details for repairs and maintenance shall be forwarded. If the Premises is conveyed to another party, the new owner: (check one)

☒ - Has the right to terminate this Agreement by providing 2____ days' notice to the Tenant.

☐ - Does not have the right to terminate this Agreement.

XVIII. UTILITIES. The Landlord shall provide the following utilities and services to the Tenant: All household utilities.



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Any other utilities or services not mentioned will be the responsibility of the Tenant.

XIX. EARLY TERMINATION. The Tenant: (check one)

☒ - Shall have the right to terminate this Agreement at any time by providing at least 2____ days' written notice to the Landlord along with an early termination fee of \$_____ (US Dollars). During the notice period for termination the Tenant will remain responsible for the payment of rent.

☐ - Shall not have the right to terminate this Agreement.

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

☒ - Permitted ONLY in the following areas: Outdoors away from doors and windows_____.

☐ - Prohibited on the Premises and Common Areas.

XXI. PETS. The Tenant: (check one)

☐ - Shall have the right to have ____ pet(s) on the Premises consisting of _____ [Types of Pets Allowed] that are not to weigh over _____ pounds. For the right to have pet(s) on the Premises the Landlord shall charge a fee of \$_____ that is ☐ non-refundable ☐ refundable unless there are damages related to the pet. The Tenant is responsible for all damage that any pet causes, regardless of ownership of said pet and agrees to restore the Premises to its original condition at their expense.

☒ - Shall not have the right to have pets on the Premises or in the common areas.

XXII. WATERBEDS. The Tenant: (check one)

☐ - Shall have the right to use a waterbed on the Premises.

☒ - Shall not have the right to use a waterbed on the Premises.

XXIII. NOTICES. Any notice to be sent by the Landlord or the Tenant to each other shall use the following addresses:

Landlord's / Agent's Address:

515 E. Marigold Dr., Long Beach, MS 39560

Tenant's Mailing Address: (check one)

☐ - The Premises.



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MINUTES OF SEPTEMBER 8, 2022
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION

☐ - Other, _____

XXIV. AGENT/MANAGER. (check one)

☐ - The Landlord does have a manager on the Premises that can be contacted for any maintenance or repair at:

Name: _____

Telephone (____) _____ - _____ E-Mail _____

☒ - The Landlord does not have a manager on the Premises although the Landlord can be contacted for any maintenance or repair at:

Telephone (____) ____ - ____ E-Mail _____
joanna.demwimer@gmail.com

XXV. POSSESSION. Tenant has examined the condition of the Premises and by taking possession acknowledges that they have accepted the Premises in good order and in its current condition except as herein otherwise stated. Failure of the Landlord to deliver possession of the Premises at the start of the Lease Term to the Tenant shall terminate this Agreement at the option of the Tenant. Furthermore, under such failure to deliver possession by the Landlord, and if the Tenant cancels this Agreement, the Security Deposit (if any) shall be returned to the Tenant along with any other pre-paid rent, fees, including if the Tenant paid a fee during the application process before the execution of this Agreement.

XXVI. ACCESS. Upon the beginning of the Proration Period or the start of the Lease Term, whichever is earlier, the Landlord agrees to give access to the Tenant in the form of keys, fobs, cards, or any type of keyless security entry as needed to enter the common areas and the Premises. Duplicate copies of the access provided may only be authorized under the consent of the Landlord and, if any replacements are needed, the Landlord may provide them for a fee. At the end of this Agreement all access provided to the Tenant shall be returned to the Landlord or a fee will be charged to the Tenant or the fee will be subtracted from the Security Deposit.

XXVII. SUBLETTING. The Tenant shall not be able to sublet the Premises without the written consent from the Landlord. The consent by the Landlord to one subtenant shall not be deemed to be consent to any subsequent subtenant.

XXVIII. ABANDONMENT. If the Tenant vacates or abandons the Premises for a time-period that is the minimum set by State law or seven (7) days, whichever is less, the Landlord shall have the right to terminate this Agreement immediately and remove all belongings including any personal property off of the Premises. If the Tenant vacates or abandons the Premises, the Landlord shall immediately have the right to terminate this Agreement.



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XXIX. ASSIGNMENT. Tenant shall not assign this Lease without the prior written consent of the Landlord. The consent by the Landlord to one assignment shall not be deemed to be consent to any subsequent assignment.

XXX. RIGHT OF ENTRY. The Landlord shall have the right to enter the Premises during normal working hours by providing at least twenty-four (24) hours notice in order for inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The Landlord may exhibit the Premises to prospective purchasers, mortgagees, or lessees upon reasonable notice.

XXXI. MAINTENANCE, REPAIRS, OR ALTERATIONS. The Tenant shall, at their own expense and at all times, maintain premises in a clean and sanitary manner, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. The Tenant may not make any alterations to the leased premises without the consent in writing of the Landlord. The Landlord shall be responsible for repairs to the interior and exterior of the building. If the Premises includes a washer, dryer, freezer, dehumidifier unit and/or air conditioning unit, the Landlord makes no warranty as to the repair or replacement of units if one or all shall fail to operate. The Landlord will place fresh batteries in all battery-operated smoke detectors when the Tenant moves into the premises. After the initial placement of the fresh batteries it is the responsibility of the Tenant to replace batteries when needed. A monthly "cursory" inspection may be required for all fire extinguishers to make sure they are fully charged.

XXXII. NOISE/WASTE. The Tenant agrees not to commit waste on the premises, maintain, or permit to be maintained, a nuisance thereon, or use, or permit the premises to be used, in an unlawful manner. The Tenant further agrees to abide by any and all local, county, and State noise ordinances.

XXXIII. GUESTS. There shall be no other persons living on the Premises other than the Tenant and any Occupant(s). Guests of the Tenant are allowed for periods not lasting for more than 48 hours unless otherwise approved by the Landlord in writing.

XXXIV. COMPLIANCE WITH LAW. The Tenant agrees that during the term of the Agreement, to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County, City, and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant, the Landlord, or both.

XXXV. DEFAULT. If the Tenant fails to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant by statute or State laws, within the time period after delivery of written notice by the Landlord specifying the non-compliance and indicating the intention of the Landlord to terminate the Agreement by reason thereof, the Landlord may terminate this Agreement. If the Tenant fails to pay rent when due and the default continues for the time-period specified in the written notice thereafter, the Landlord may, at their option, declare the entire balance (compiling all months applicable to this Agreement) of rent payable hereunder to be immediately due and payable and may



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exercise any and all rights and remedies available to the Landlord at law or in equity and may immediately terminate this Agreement.

The Tenant will be in default if: (a) Tenant does not pay rent or other amounts that are owed; (b) Tenant, their guests, or the Occupant(s) violate this Agreement, rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (c) Tenant abandons the Premises; (d) Tenant gives incorrect or false information in the rental application; (e) Tenant, or any Occupant(s) is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (f) any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant, guests, or Occupant(s) while on the Premises and/or; (g) as otherwise allowed by law.

XXXVI. MULTIPLE TENANT OR OCCUPANT(S). Each individual that is considered a Tenant is jointly and individually liable for all of this Agreement's obligations, including but not limited to rent monies. If any Tenant, guest, or Occupant(s) violates this Agreement, the Tenant is considered to have violated this Agreement. Landlord's requests and notices to the Tenant or any of the Occupant(s) of legal age constitutes notice to the Tenant. Notices and requests from the Tenant or any one of the Occupant(s) (including repair requests and entry permissions) constitutes notice from the Tenant. In eviction suits, the Tenant is considered the agent of the Premise for the service of process.

XXXVII. DISPUTES. If a dispute arises during or after the term of this Agreement between the Landlord and Tenant, they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

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

XXXIX. SURRENDER OF PREMISES. The Tenant has surrendered the Premises when (a) the move-out date has passed and no one is living in the Premise within the Landlord's reasonable judgment; or (b) Access to the Premise have been turned in to Landlord - whichever comes first. Upon the expiration of the term hereof, the Tenant shall surrender the Premise in better or equal condition as it were at the commencement of this Agreement, reasonable use, wear and tear thereof, and damages by the elements excepted.

XL. RETALIATION. The Landlord is prohibited from making any type of retaliatory acts against the Tenant including but not limited to restricting access to the Premises, decreasing or cancelling services or utilities, failure to repair appliances or fixtures, or any other type of act that could be considered unjustified.

XLI. WAIVER. A Waiver by the Landlord for a breach of any covenant or duty by the Tenant, under this Agreement is not a waiver for a breach of any other covenant or duty by the Tenant, or of any subsequent breach of the same covenant or duty. No provision of this Agreement shall be considered waived unless such a waiver shall be expressed



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in writing as a formal amendment to this Agreement and executed by the Tenant and Landlord.

XLII. EQUAL HOUSING. If the Tenant possesses any mental or physical impairment, the Landlord shall provide reasonable modifications to the Premises unless the modifications would be too difficult or expensive for the Landlord to provide. Any impairment(s) of the Tenant are encouraged to be provided and presented to the Landlord in writing in order to seek the most appropriate route for providing the modifications to the Premises.

XLIII. HAZARDOUS MATERIALS. The Tenant agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.

XLIV. INDEMNIFICATION. The Landlord shall not be liable for any damage or injury to the Tenant, or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant agrees to hold the Landlord harmless from any claims or damages unless caused solely by the Landlord's negligence. It is recommended that renter's insurance be purchased at the Tenant's expense.

XLV. COVENANTS. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Agreement.

XLVI. PREMISES DEEMED UNINHABITABLE. If the Premises is deemed uninhabitable due to damage beyond reasonable repair the Tenant will be able to terminate this Agreement by written notice to the Landlord. If said damage was due to the negligence of the Tenant, the Tenant shall be liable to the Landlord for all repairs and for the loss of income due to restoring the Premises back to a livable condition in addition to any other losses that can be proved by the Landlord.

XLVII. LEAD PAINT. (check one)

☒ - The Premises was built prior to 1978 and there is an attachment titled the 'Lead-Based Paint Disclosure' that must be initialed and signed by the Landlord and Tenant.

☐ - The Premises was not built prior to 1978.

XLVIII. GOVERNING LAW. This Agreement is to be governed under the laws located in the State of Mississippi.

XLIX. ADDITIONAL TERMS AND CONDITIONS. _____



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L. ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and Tenant agree to the terms and conditions and shall be bound until the end of the Lease Term.

Landlord's Signature _____ Date: _____
Print Name: _____

Tenant's Signature _____ Date: _____
Print Name: _____

Tenant's Signature _____ Date: _____
Print Name: _____

Agent's Signature _____ Date: _____
Print Name: _____



AMOUNT (\$) DUE AT SIGNING

Security Deposit: \$ _____

First (1st) Month's Rent: \$ _____

Parking Fee: \$ _____

Pet Fee(s): \$ _____

Pre-Payment of Rent: \$ _____

Proration Amount: \$ _____

Total Amount: \$ _____



**MINUTES OF SEPTEMBER 8, 2022
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

1. Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and for lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

2. Lessor's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):**
- ☐ - Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
- ☐ - Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the landlord (check one below)**
- ☐ - Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- ☐ - Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

3. Tenant's Acknowledgement

- ☐ - Tenant has received copies of all information listed above.
- ☐ - Tenant has received the pamphlet "Protect Your Family From Lead in Your Home".

4. Broker's Acknowledgement

- ☐ - Broker has informed the tenant of the tenant's obligations under 42 USC 4852(d) and is aware of his/her responsibility to ensure compliance.

5. Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Landlord's Signature _____ Date: _____

Print Name: _____

Tenant's Signature _____ Date: _____

Print Name: _____

Tenant's Signature _____ Date: _____

Print Name: _____

Agent's Signature _____ Dale: _____

Print Name: _____

Page 11 of 11

ACORD	EVIDENCE OF PROPERTY INSURANCE	OP ID SP DATE (MM/DD/YYYY) 09/19/2022
THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.		
AGENCY National Real Estate Insurance Group, LLC 11500 N Mississippi Dr, Ste 210 Kansas City, MO 64113 FAX (816) 394-9534 EMAIL ADDRESS: service@nreig.com CODE: AGENCY CUSTOMER ID #: INSURED 104 Charleswood Lane Long Beach, MS 39550 ACCOUNT NUMBER: NREIG0070554-00	COMPANY Lloyd's of London LOAN NUMBER POLICY NUMBER C-519-1-9030 EFFECTIVE DATE 09/01/2022 EXPIRATION DATE 09/01/2023 <input checked="" type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED THIS REPLACES PRIOR EVIDENCE DATED:	
PROPERTY INFORMATION		
LOCATION/DESCRIPTION		
Location No: 1 104 Charleswood Lane, Long Beach, MS 39550 Tenant Protection Plan		
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		
COVERAGE INFORMATION		
COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Tenant Property Coverage	\$10,000	\$500
Skip Rent	\$1,000	\$0
Commercial General Liability - per occurrence	\$50,000	\$500
REMARKS (Including Special Conditions)		
Coverage is subject to terms, conditions, exclusions and amounts set forth in the policy or policies which are hereby incorporated by reference. Subject to \$10,000 limit per occurrence for property damage. Additional \$5,000 per occurrence afforded liability, subject to a maximum of \$1,000 per occurrence.		
CANCELLATION		
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
ADDITIONAL INTEREST		
NAME AND ADDRESS	MORTGAGEE LOSS PAYEE LOAN #	ADDITIONAL INSURED FIRST RESIDENTIAL PARTY AUTHORIZED REPRESENTATIVE

ACORD 27 (09/12)

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**MINUTES OF SEPTEMBER 8, 2022
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

EVIDENCE OF PROPERTY INSURANCE		OP ID SP	DATE (MM/DD/YYYY) 06/10/2009						
<p>THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERES NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.</p>									
AGENCY: National Real Estate Insurance Group, LLC 1503 N Ambassador Dr., Ste 210 Memphis, TN 38103 TAX ID: (AC, NEI, etc.) 444-544 PHONE: (AC, NEI, etc.) (252) 41-4141 FAX: (AC, NEI, etc.) 444-544 EMAIL: ADDRESS: 7070 W. 2nd St. #1000 CODE: (AC, NEI, etc.) AGENCY CUSTOMER ID #: (AC, NEI, etc.) INSURED: (AC, NEI, etc.) 104 Charleston Lane Long Beach, MS 39560	COMPANY: STATEMENT NUMBER: LOAN NUMBER: POLICY NUMBER: 11-369-1-0000 EFFECTIVE DATE: 06/01/2002 EXPIRATION DATE: 06/01/2007 <input checked="" type="checkbox"/> CONTINUED UNTIL TERMINATED BY CHECKED THIS REPLACES PRIOR EVIDENCE DATED:								
ACCOUNT NUMBER: 000100320 014-00									
PROPERTY INFORMATION LOCATION DESCRIPTION: Location: 104 104 Charleston Lane, Long Beach, MS 39560 <p><small>THE POLICIES OF PROPERTY INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</small></p>									
COVERAGE INFORMATION <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">COVERAGE / PERILS / FORMS</th> <th style="width: 40%;">AMOUNT OF INSURANCE</th> <th style="width: 20%;">DEDUCTIBLE</th> </tr> </thead> <tbody> <tr> <td>Specialty 1100</td> <td>\$10,000</td> <td>\$500</td> </tr> </tbody> </table>				COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE	Specialty 1100	\$10,000	\$500
COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE							
Specialty 1100	\$10,000	\$500							
REMARKS (including Special Conditions) Service limit after 10 years will be limited to a \$2,500 coverage limit.									
ADDITIONAL INTEREST <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">NAME AND ADDRESS</th> <th style="width: 25%;">MORTGAGE LOSS PAYEE</th> <th style="width: 25%;">ADDITIONAL INSURED EQUITY HOME PURCHASER</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p align="center">AUTHORIZED REPRESENTATIVE</p>				NAME AND ADDRESS	MORTGAGE LOSS PAYEE	ADDITIONAL INSURED EQUITY HOME PURCHASER			
NAME AND ADDRESS	MORTGAGE LOSS PAYEE	ADDITIONAL INSURED EQUITY HOME PURCHASER							

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 08/19/2022	
<p>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.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION is WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>					
PRODUCER National Real Estate Insurance Group, LLC 11400 N. Ambassador Dr., Ste. 440 Kansas City, MO 64116		CONTACT NAME: _____ PHONE: () _____ FAX: () _____ E-MAIL: _____ INSURER(S) AFFORDING COVERAGE: _____ NAIC # _____			
INSURED 1000 Charleston Lane 1000 Beach St. #1000		INSURER A: _____ INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____			
ACCOUNT NUMBER: 1000000000000000					
COVERAGES		REVISION NUMBER:			
<p>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.</p>					
FORM	TYPE OF INSURANCE	ACORD SUB	POLICY NUMBER	POLICY EFF. DATE (YYYY)	POLICY EXP. DATE (YYYY)
1	COMMERCIAL GENERAL LIABILITY				
	CLAIMS MADE <input checked="" type="checkbox"/> DEFEND <input checked="" type="checkbox"/>				
A	GEN. AGGREGATE LIMIT APPLIES FOR: POLICY <input type="checkbox"/> PER <input type="checkbox"/> <input checked="" type="checkbox"/> LOC (OTHER) _____		0000000000	08/01/22	08/31/22
	AUTOMOBILE LIABILITY				
	ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> UNOWNED AUTOS <input type="checkbox"/> UNOWNED AUTOS <input type="checkbox"/>				
	UMBRELLA LIAB.				
	EXCESS LIAB.				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
	ANY PROPERTY OR BUSINESS INQUIRY <input type="checkbox"/> ANY PROPERTY OR BUSINESS INQUIRY <input type="checkbox"/> (Mandatory in MS) (If not, describe and DISCUSSION OF OPERATIONS below)				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule, may be attached if more space is required) 1000000000000000 1000000000000000 1000000000000000					
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 _____		

MINUTES OF SEPTEMBER 8, 2022
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National Real Estate Insurance Group
11500 N Ambassador Dr, Ste 310,
Kansas City, MO 64153

Remit Payment To: National Real Estate Insurance Group, LLC
P.O. Box 7410114
Chicago IL 60674-0114

INVOICE

Invoice Date	Invoice Number	Page
8/19/2022	INV305537	1

Insured	Invoice Payment Due On
Joanna Derheimer	9/1/2022

Carrier	Account Number	Effective	Expiration
	NREIG0020554-00	9/1/2022	9/1/2023

Transaction Type	Line of Business	Amount	Comm (%)	Comm (\$)	Net Due
New Business	Commercial Property	\$66.99	15%	\$10.05	\$56.94
	General Liability	\$20.00	15%	\$3.00	\$17.00
	Terrorism	\$1.00	15%	\$0.15	\$0.85
	Tenant Protector Plan	\$10.00	15%	\$1.50	\$8.50
	Service Line	\$5.00	15%	\$0.75	\$4.25
Program Administration Fee		\$12.21			\$12.21
Surplus Lines Tax		\$1.15			\$1.15
Setup Fee		\$50.00			\$50.00

Amount Invoiced	Commission	Amount Due
\$166.35	\$15.45	\$166.35

Account Number	Agency	Invoice Amount	Payment Due Date	Invoice Number
NREIG0020554-00	National Real Estate Insurance Group	\$166.35	9/1/2022	INV305537



National Real Estate Insurance Group
Hass, Stephanie
11500 N Ambassador Dr, Ste 310
Kansas City, MO 64153

Remit Payment To: National Real Estate Insurance Group
P.O. Box 7410114
Chicago IL 60674-0114

INVOICE

Invoice Date	Invoice Number	Page
8/19/2022	INV305537	1

Insured	Invoice Payment Due On
Joanna Derheimer	9/1/2022

Location	Account Number	Effective	Expiration
104 Charleswood Lane, Long Beach, MS 39560	NREIG0020554-00	9/1/2022	9/1/2023

Transaction Type	Line of Business	Amount
New Business	Commercial Property	\$803.88
	General Liability	\$240.00
	Terrorism	\$12.00
	Tenant Protector Plan	\$120.00
	Service Line	\$60.00
Program Administration Fee		\$146.52
Surplus Lines Tax		\$13.80
Setup Fee		\$50.00

Amount Due
\$1,446.20

Account Number	Agency	Invoice Amount	Payment Due Date	Invoice Number
NREIG0020554-00	National Real Estate Insurance Group	\$1,446.20	9/1/2022	INV305537

**MINUTES OF SEPTEMBER 8, 2022
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After considerable discussion, Commissioner Walters made motion, seconded by Commissioner Glenn and unanimously carried to approve the application, as submitted.

It came for discussion under new business, Planning Commission Approval, Short-Term Rental, for property located at 400 West Old Pass Road, Tax Parcel 0612C-02-033.001, submitted by William and Kim Davis (owners) and Adrienne Burns Waits (property manager), as follows:

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MINUTES OF SEPTEMBER 8, 2022
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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>400 West Old Pass</u>				Tax Parcel # <u>0612C-02-033.001</u>					
(Location of Short-Term Rental)									
OWNER'S INFORMATION:									
Property Owner's Name: <u>William and Kim Davis</u>									
Property Owner's Address: <u>400 West Old Pass Rd Long Beach</u>									
Property Owner's Mailing Address, if different from above:									
<u>841 Old Mill Lane, Santa Monica, CA 93455</u>									
City State Zip									
Property Owner's Phone No: <u>805-478-3838</u> Email Address: <u>Kimcolbydavis@gmail.com</u>									
Is there a homeowner's association for the neighborhood? <u>NO</u> If so, please provide written statement of support of short term rental?									
PROPERTY MANAGER INFORMATION:									
Property Manager's Name: <u>Adrienne Burns Waits</u>									
Property Manager's Address: (Must be a local contact)									
<u>1816 Robert's Ave Gulfport CA 39501</u>									
City State Zip									
Property Manager's Phone No: <u>228 223 5389</u> Email Address: <u>adrienne.waits@gmail.com</u>									
PLEASE PROVIDE THE FOLLOWING:									
<ul style="list-style-type: none">• Mississippi Sales Tax ID # <u>1441-8026</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.									
PRINT NAME <u>Kim Davis</u>		SIGNATURE <u>[Signature]</u>		DATE <u>8-22-22</u>					
BELOW IS FOR OFFICE USE ONLY									
Maximum Occupancy:	Maximum Vehicles allowed:	Number of bedrooms:	Number of people home can accommodate:						
<u>4</u>	<u>2</u>	<u>1</u>	<u>4</u>						
I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES; AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.									
Building Official Signature: <u>[Signature]</u>				Date: <u>9/8/22</u>					
Fire Inspector Signature: _____				Date: _____					
COMMENTS: _____									
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td>Date Received: <u>8-22-22</u></td></tr><tr><td>Agenda Date: <u>9-8-22</u></td></tr><tr><td>Amount Due/Paid: <u>250.00</u></td></tr><tr><td>Payment Method: <u>CC</u></td></tr></table>						Date Received: <u>8-22-22</u>	Agenda Date: <u>9-8-22</u>	Amount Due/Paid: <u>250.00</u>	Payment Method: <u>CC</u>
Date Received: <u>8-22-22</u>									
Agenda Date: <u>9-8-22</u>									
Amount Due/Paid: <u>250.00</u>									
Payment Method: <u>CC</u>									

MINUTES OF SEPTEMBER 8, 2022
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION



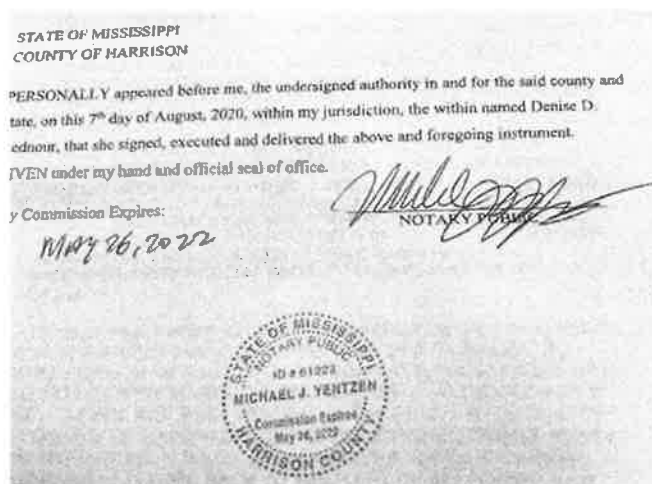
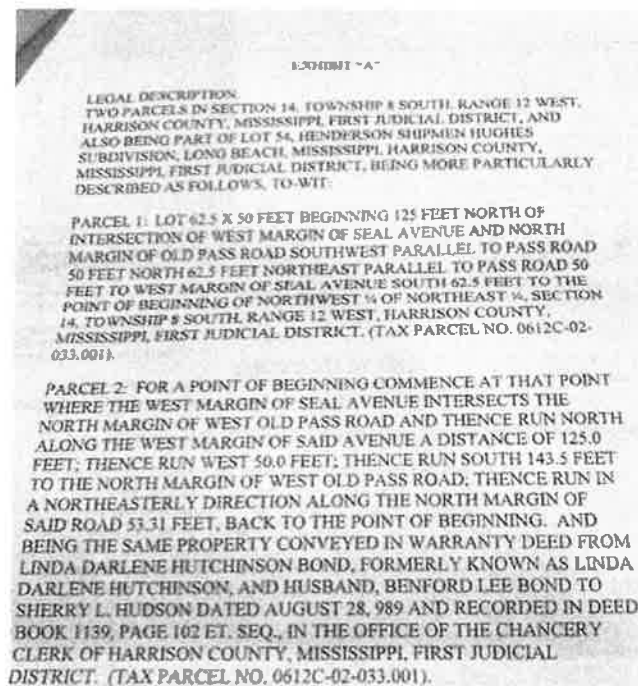
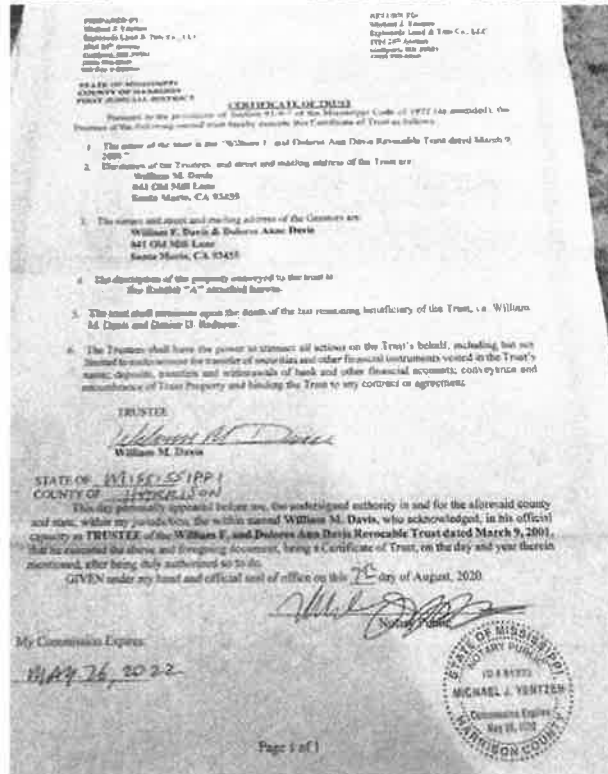
I Kim Davis, owner of the property located at 400 West Old Boss, Tax Parcel 0612c-02-033.001, affirm that I am in compliance with building codes, deed restrictions and/or covenants, and have paid all applicable taxes, fees and other charges. I acknowledge that a violation of the ordinances of the City of Long Beach shall result in the suspension or revocation of the permit.


signature

8/22/22
date

MINUTES OF SEPTEMBER 8, 2022 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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Parking Rules & Plan

The property has a carport with 3 parking spaces available. Guests should use these spaces and avoid parking in the front — yard.

Trash Management Plan

The trash will be set out to at the street on Seal St. weekly by the property manager.

Rental Agreement

Welcome and thank you for booking your vacation rental through Evolve Vacation Rental Network.

Please be sure to read this rental agreement (the "Agreement") in its entirety, as well as our website [Terms & Conditions](#), [Privacy Policy](#), and Inclusion and Community Behavior Policy. The vacation rental property you have selected (the "Vacation Rental") may have additional rules, policies, terms and conditions that apply to your stay, which are found in the description section(s) of the Vacation Rental listing. If you are booking your Vacation Rental through a website other than the Evolve site, your reservation may also be subject to that website's terms and conditions. Among others, this Agreement contains the following important terms:

- **Any payments you make are non-refundable. Please read the cancellation policy carefully before booking and consider purchasing travel insurance (Section 2).**
- **Depending on certain circumstances and at Evolve's sole discretion and goodwill Evolve may issue you a future travel credit for use at properties within the Evolve network as your sole and exclusive remedy (which are subject to certain restrictions set forth at issuance including that travel credits are non-transferable and must be used 2 years from issuance).**
- **You are releasing Evolve and the homeowner from certain types of liability and agreeing to assume certain risks on behalf of yourself and each individual present during the stay (Sections 12 & 13); you are aware that traveling may increase your risk of contracting COVID-19.**
- **This Agreement requires claims to be resolved through Arbitration (Section 17).**
- **This Agreement contains a Jury Trial waiver and a Class action waiver (Section 19).**

By clicking "Book Now" you are acknowledging and agreeing to each term included in this Rental Agreement, which specifically includes each of the above-described terms and conditions, as well as any applicable rules, policies, terms or conditions specific to your selected property:

1. **BOOKING TRANSACTION.** This Agreement is between Evolve Vacation Rental Network, Inc. ("Evolve") and the individual completing this

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LONG BEACH PLANNING and DEVELOPMENT COMMISSION

booking transaction for the Vacation Rental ("you" or "Guest"). Evolve represents the owner of the Vacation Rental (your "Host"). Evolve provides the Vacation Rental subject to the terms of this Agreement. You agree that you will be present at the Vacation Rental for the entire duration of the reservation and that you will be responsible for the actions and behavior of each individual present at the Vacation Rental during your stay. This includes ensuring everyone in your party or otherwise present at the Vacation Rental (each an "occupant") is aware of and in compliance with the terms identified in this Agreement. If you are bringing a minor as an occupant, you acknowledge and agree that you are solely responsible for the supervision of that minor throughout the duration of your stay and agree to the terms of this Agreement on each minor's behalf.

2. **PAYMENT TERMS & CANCELLATION.** The total amount due, including the base rates, taxes, and fees are displayed on the checkout webpage for the Vacation Rental. A portion of your total payment may be due upon checkout, as indicated in the "amount to be charged now" line. The balance is due prior to arrival within the schedule indicated on the reservation webpage. Please review these amounts carefully. **You may cancel your booking at any time, however, all amounts that have been paid prior to your cancellation will be non-refundable unless specifically indicated otherwise at checkout.** Please review the specific cancellation and refund terms in the listing you are reserving prior to checkout as exceptions will not be made once your reservation is confirmed.
3. **HOUSE RULES & POLICIES.** The Vacation Rental may have specific rules and policies regarding pets, smoking/vaping, quiet hours, parking, pool and/or hot tub usage, and other local, HOA, or property regulations. These rules are detailed in the description section of the Vacation Rental listing, in an Exhibit A attached hereto, or as otherwise delivered to you, and are incorporated into this Agreement. Please review these terms carefully, as violation(s) may result in additional fees or the immediate removal of you and other members of your party from the Vacation Rental without refund. Further, violation of any law or ordinance by any individual at the Vacation Rental during your reservation will result in the immediate removal of you and other members of your party from the Vacation Rental without refund.
 1. **HOUSE RULES:**
 - No smoking allowed anywhere on-site
 - No pets allowed
 - No events, parties, or large gatherings
 - Must be at least 25 years old to book
 - Please report any damages that occur to both the Guest Contact and Evolve
4. **ARRIVAL DETAILS & CHECK-IN/CHECK-OUT.** Once your booking has been paid in full, you will receive contact information for the primary contact for your stay (your "Guest Contact"). Check-in and check-out times will be communicated to you prior to your arrival, unless otherwise set forth in the description of the Vacation Rental. Please confirm your expected arrival time with your Guest Contact. If you or any member of your group fails to vacate the Vacation Rental at the designated check-out time, you grant Evolve the right to charge the credit card number used to book the Vacation Rental for an additional night. Further, Evolve, the Host or the Guest Contact may initiate any and all proceedings necessary to remove you, your occupants, or your belongings from the Vacation Rental.
5. **DAMAGE.** In lieu of a security deposit Evolve charges a fee for an accidental rental damage waiver. This fee and the related terms, conditions, and waiver amounts are set forth on the Vacation Rental detail webpage and the checkout webpage and are incorporated into this Agreement. Any damage to the Vacation Rental must be reported to Evolve and the Guest Contact before check-out. You agree damage not covered by, or exceeding the limit of, the accidental rental damage waiver is your full responsibility. This may include damage or loss occurring during your stay, violations of house rules or policies, additional cleaning fees, and/or any fines or other costs incurred by the behavior of you or any other occupant during your stay in violation of laws or other regulations. You grant Evolve the right to charge the credit card number used to book the Vacation Rental for any such damages, including, but not limited to, additional cleaning fees. To ensure that the proper party is held responsible, please notify your Guest Contact of any damage found at check-in.
6. **FEES & ADDITIONAL SERVICES.** All mandatory and optional booking-related fees will be disclosed in the Vacation Rental listing. If you fail to select any option(s) that incur additional fees applicable to your stay (e.g., pet fees, pool heating fees, etc.) and it is later discovered that you should have paid for such option(s), you grant Evolve the right to charge the credit card number used to book the Vacation Rental for the associated additional fees.
7. **MAXIMUM OCCUPANCY.**
 - a) The maximum number of people that may occupy the Vacation Rental is indicated in the listing description. For clarification, this number applies to all overnight guests, day visitors and children. Unless otherwise approved by Evolve in writing, occupancy over the indicated capacity may result in the immediate removal of you and other

MINUTES OF SEPTEMBER 8, 2022
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members of your party from the Vacation Rental and forfeiture of all amounts paid. MAXIMUM OCCUPANCY IS FOUR.

b) Parties and large gatherings are not permitted at the Vacation Rental under any circumstances. Conduct of unauthorized parties or gatherings may result in your removal from the property without refund and Evolve may contact local law enforcement when appropriate. You agree to respect the Vacation Rental, neighbors, the surrounding community and to follow all applicable laws, regulations, ordinances and rules, including noise ordinances. You agree to conduct yourself in a manner that does not disrupt neighbors or community members.

8. **CONDITION OF THE PROPERTY.** Your Host cares very much about their Vacation Rental and strives to keep it in excellent shape. If you notice any problems, hazardous conditions, housekeeping issues, or maintenance issues, please notify your Guest Contact immediately. If the Vacation Rental is not in the condition represented in the rental listing, Evolve may, in its sole discretion, offer an appeasement; provided, however, that in no event will such an appeasement exceed the amount you paid for the reservation. You hereby acknowledge that if the Vacation Rental has access to shared amenities, the repair and maintenance of such shared amenities is not within Evolve's or Host's responsibility or control.
9. **HOST ACCESS.** You agree to allow your Host, Guest Contact, and/or their agents reasonable access to the Vacation Rental during your stay if requested. Such access may be necessary to resolve maintenance related issues you report. In the event of an emergency, the Vacation Rental may be accessed without prior notice or permission.
10. **CLEANLINESS.** You are expected to treat the Vacation Rental with respect, keeping in mind that this is an individual's home, not a hotel room. You are expected to leave the Vacation Rental in a clean, neat, and orderly condition and respect the Host's requests regarding check-out procedures.
11. **CANCELLATIONS/UNFORESEEN CIRCUMSTANCES.**

a) **UNFORESEEN CIRCUMSTANCES/FORCE MAJEURE.** All funds paid to Evolve are non-refundable unless stated otherwise (Section 2) and no refunds will be due in the event your stay at the Vacation Rental

becomes impossible for a reason outside Evolve's or Host's control, including natural disasters, fire, epidemic, pandemic, federal, state, or local quarantine, civil commotion, changes in laws or regulations, evacuation orders, or other acts of government agencies. However, in such circumstances, Evolve may choose, in its sole discretion and as your sole remedy, to issue a travel credit of the amounts paid to Evolve as an act of goodwill. Any travel credits issued by Evolve will be subject to the terms set forth at issuance, including terms regarding expiration date and non-transferability. For purposes of clarification, inclement, unfavorable, or even severe weather is not considered a force majeure event under this provision and no refund or credit is due (or will be made) to you.

b) **CANCELLATIONS BY EVOLVE & SUBSTITUTION OF PROPERTY.** In the event that Evolve or your Host cancels your booking for reasons other than those described in the Force Majeure section above, you will be notified as quickly as possible. In such cases, Evolve, in its sole discretion, may provide the option to substitute a comparable property selected by Evolve or refund 100% of any amounts paid to Evolve. If you accept the substitute property, all rules, policies, terms and conditions specified in the description section for the substituted property shall apply, even if they differ from your original reservation. Evolve highly recommends that you purchase Travel Insurance to protect against certain types of cancellations, among other risks. Other than providing a refund in its sole discretion, Evolve is not responsible or liable for cancellations or any costs associated with cancellations.

12. **INDEMNITY & HOLD HARMLESS.** You agree to indemnify and hold harmless your Host and Evolve, for any liabilities, claims, damages, injuries, costs or expenses whatsoever arising from or related to your use and/or occupancy of the Vacation Rental, including, but not limited to, any claim or liability for personal injury, damage, or loss of any kind resulting from your actions or omissions, and the actions or omissions of other occupants, during or relating to your stay.

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13. **ASSUMPTION OF RISK.** You and anyone using the Vacation Rental during your stay accepts and assumes all risks involved in or related to the use of the Vacation Rental and surrounding property, the pool, hot tub, or any other body of water (including but not limited to a lake or an ocean at or adjacent to the Vacation Rental), any water-related activities, features on the property, activities participated in during your stay on or off the property, amenities provided at the property, or third-party transportation vendors, as applicable, whether or not disclosed in the listing. You understand that travelling and staying in a vacation rental property may increase the likelihood of contracting an infectious disease, such as COVID-19, and you voluntarily assume that risk. You further accept and assume all risks involved in or related to any recreational equipment of any kind, including but not limited to beach or pool equipment, golf cart, bicycles, docks, boats, paddleboards or other floating devices, game or sports equipment, as applicable. You are responsible for determining your fitness for participating in any features or activities during your stay and your ability to fully understand and comply with any directions, warnings, laws, or regulations presented. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU KNOWINGLY, VOLUNTARILY AND FREELY ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, OF THE ABOVE DESCRIBED ACTIVITIES, AND YOU ASSUME FULL RESPONSIBILITY FOR PARTICIPATION IN ANY SUCH ACTIVITIES.
14. **ATTORNEY'S FEES & COSTS.** If Evolve or your Host employs the services of an attorney or attorneys to enforce any terms or conditions of this Agreement, you shall be liable to Evolve or your Host, as applicable, for reasonable attorney's fees and costs incurred.
15. **FALSIFIED BOOKINGS.** If your booking was made under false pretense, including, but not limited to, a falsified name, age or size of party, you will be subject to immediate cancellation of your reservation, removal from the property, and forfeiture of all amounts paid.
16. **LIMITED SHORT-TERM RENTAL.** It is expressly understood and agreed that this is a short-term, transient vacation rental and is not a lease or other long-term residential tenancy agreement, and that the Vacation Rental is not intended to be utilized as a primary residence. This Agreement is only for the licensed use of the Vacation Rental for the stated reservation dates. It creates no property rights in you and no rights to renewal or for recurring usage. If you hold over after the expiration of your reservation dates, your extended stay, if authorized, will be from day-to-day only and will not constitute a renewal or an extension for any further term. In such case, you will be liable for paying for the additional day(s) at a rate equal to two (2) times the nightly rate set for the property on the dates of your holdover, plus the actual costs of re-accommodating future tenants that were scheduled to use the Vacation Rental during such dates. You may not sublet the Vacation Rental or any part of it and shall not assign any interest (in whole or in part) to this Agreement or any rights hereunder.
17. **ARBITRATION & ARBITRATION AWARD.** If you have a dispute that arises from or relates to this Agreement or the Vacation Rental, and if the dispute cannot be settled through direct discussions, you agree to submit all unresolved disputes, controversies or claims to binding arbitration in Colorado administrated by the American Arbitration Association in accordance with its Commercial Arbitration Rules, to be conducted in Denver, Colorado or virtually, if consented to by all parties. **ANY AWARD OF THE ARBITRATOR AGAINST EVOLVE CANNOT EXCEED THE TOTAL AMOUNT PAID FOR THE GUEST'S BOOKING AT ISSUE. YOU EXPRESSLY WAIVE ALL CLAIMS IN EXCESS OF, AND AGREE THAT YOUR RECOVERY SHALL NOT EXCEED, THIS AMOUNT.** Any such award shall be in satisfaction of all claims by you against Evolve or the Host. Judgment on any award rendered in such arbitration can be entered in and enforced by any court having jurisdiction.
18. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL YOUR HOST, EVOLVE, OR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND/OR OWNERS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR STAY AT THE VACATION RENTAL. THIS LIMITATION APPLIES TO ALL CLAIMS FOR DAMAGES WHETHER BASED ON A THEORY OF WARRANTY, CONTRACT, TORT (INCLUDING ORDINARY NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER CAUSE OF ACTION, EVEN IF EVOLVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
19. **CLASS ACTION & JURY TRIAL WAIVER.** ANY AND ALL PROCEEDINGS TO RESOLVE CLAIMS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, THE PARTIES EACH WAIVE ANY RIGHT TO A JURY TRIAL.
20. **JURISDICTION & VENUE.** This Agreement is made in, and shall be governed solely by the laws of, the State of Colorado without regard to conflict of laws principles. If for any reason a claim proceeds in court rather than arbitration, such action may only be brought in the state or federal courts in Denver, Colorado, and each party hereby submits to the exclusive jurisdiction of those courts for the purposes of any such proceeding.

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Rental Agreement is held or determined to be void, invalid, or unenforceable for any reason, all other terms, clauses, or paragraphs herein shall be severed and remain in force and effect. This Agreement shall be binding on and inure to the benefit of the parties hereto and on each of their heirs, executors, administrators, successors, and assignees. This Agreement or any rights hereunder may not be assigned (in whole or in part) by you. This Agreement is taken in full compliance with federal, state, and local Fair Housing Laws, without regard to race, color, religion, sex, country of origin, handicap, or familial status. This Agreement becomes binding upon receipt of your initial payment. Sending payment constitutes your acceptance and agreement to these terms, conditions, limitations, and restrictions.



JOHNSON & JOHNSON PREFERRED FINANCING, INC.

PREMIUM FINANCE SECURITY AGREEMENT

Physical Address: 200 Wingo Way, Ste 200, Mt Pleasant SC 29484 — Mailing address: PO Box 26009, Greensboro NC 27420

FOR PROCESSING
MAIL TO:
PO BOX 26009
GREENSBORO NC 27420

Email:
finance@jjpf.com

MSPFA2014 Phone: 800-868-5573 Fax: 843-278-9235

AGENT/BROKER Mattina Insurance Agency, Inc. - Gulfport P O Box 3539 Gulfport, MS 39505 228-832-1100		BORROWER William F and Dolores Ann Davis Revocable Trust 841 Old Mill Lane Santa Maria, CA 93455 805-478-3838	
Producer Code 890037		805-478-3838	
A. TOTAL PREMIUM \$2,614.76		G. Non Refundable Set Up Fee \$0.00	
B. DOWN PAYMENT \$519.72		PAYMENT SCHEDULE	
C. AMOUNT FINANCED \$2,095.04		NUMBER OF INSTALLMENTS: 10	
		AMOUNT OF EACH INSTALLMENT: \$226.92	
		WHEN PAYMENTS ARE DUE	
		FIRST INSTALLMENT DUE: 9/26/2022	
		INSTALLMENT DUE DATES: 26th	
SCHEDULE OF POLICIES			
D. FINANCE CHARGE Total of Box F plus Box G \$174.16		POLICY NUMBER: XDP7305763C	
		POLICY EFFECTIVE DATE: 8/26/2022	
		INSURANCE COMPANY AND MANAGING GENERAL AGENT: Lloyds-Johnson & Johnson Johnson & Johnson Inc 200 WINGO WAY STE 200 Mount Pleasant, SC 29464	
		TYPE OF COVERAGE: DWELLING FIRE	
		POLICY TERM (months): 12	
		GROSS PREMIUM: \$2,288.00	
E. TOTAL OF PAYMENTS The amount you will have paid after you make all payments as scheduled (C + D) \$2,269.20		FIN TXS/FEES: \$176.76	
		ERN TXS/FEES: \$150.00	
F. A.P.R. The cost of finance charge at a yearly rate including set up fee 17.75%		FIN TXS/FEES:	
		ERN TXS/FEES:	
		TOTAL PREMIUMS MUST AGREE WITH BOX "A" ABOVE >>>> \$2,614.76	

Quote Number: 5689226.1 JJPF LICENSE NUMBER: 32/2010

TO THE BORROWER:

If you sign below, you acknowledge receipt of a copy of this Agreement and you agree to the provisions. BOTH ON THE FIRST AND THE SECOND PAGE OF THIS AGREEMENT. You further agree that you are appointing LENDER your ATTORNEY-IN-FACT to cancel the policies outlined in the Agreement. You further agree that electronic or digital transmissions of this document including but not limited to facsimile transmissions shall be legally binding.

IF FOR ANY REASON YOU DO NOT RECEIVE YOUR PAYMENT COUPONS OR INVOICE FOR INSTALLMENTS DUE, YOU MUST STILL MAKE YOUR PAYMENTS ON THE ABOVE DUE DATE TO THE ABOVE ADDRESS. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I SHALL BE BOUND FINANCIALLY TO THE TERM AND CONDITIONS OF THE CONTRACT.

X [Signature] 8-19-22
SIGNATURE OF BORROWER(S) OR DULY AUTHORIZED BORROWER(S) DATE
Kim Davis 805-478-3838
PRINTED NAME BORROWERS PHONE NUMBER

PRODUCERS WARRANTIES AND REPRESENTATIONS:

THE UNDERSIGNED WARRANTS AND GUARANTEES:

(1) The Borrower has received a copy of this Agreement, and the Required Federal Truth-In-Lending disclosures for Personal Lines Insurance, if applicable, (2) The policies herein are in full force and effect and the information in the schedule of policies and the premiums are correct, (3) The Borrower has authorized this transaction and recognizes the security interest assigned herein, (4) The Down Payment shown above has been paid by or on behalf of the Borrower, and the Total Premium shown above has been or will be used to purchase insurance policies shown in the Schedule of Policies, (5) There are no exceptions to the policies other than those indicated and the policies comply with LENDER's eligibility requirements, (6) NO AUDIT OR REPORTING FORM POLICIES, POLICIES SUBJECT TO RETROSPECTIVE RATING OR TO MINIMUM EARNED PREMIUMS ARE INCLUDED EXCEPT AS INDICATED AND THAT THE DEPOSIT OR PROVISIONAL PREMIUMS ARE NOT LESS THAN THE ANTICIPATED PREMIUMS TO BE EARNED FOR THE FULL TERM OF THE POLICIES, IF POLICY IS SUBJECT TO A MINIMUM EARNED PREMIUM IT IS \$500, (7) The policies can be cancelled by the Borrower he company on 10 days notice and the unearned premiums will be computed on the standard short rate or pro rata table except as indicated. Upon cancellation of any of the Scheduled Policies, Producer shall remit to LENDER the full amount of the unearned premium, including unearned commission as well as any other payments or credits received by Producer, up to the unpaid balance due under this Agreement, within 15 days of receipt. (8) The undersigned represents that a proceeding in bankruptcy, receivership or insolvency has not been instituted by or against the named Borrower or if the named Borrower is the subject of such a proceeding, it is noted on this Agreement in the space in which the Borrower's name and address is placed.

X [Signature] 8-19-22
SIGNATURE OF AGENT OR BROKER DATE
Ray N. Mattina Jr
PRINTED NAME

NOTICE: This Premium Finance Agreement is secured by a financed insurance policy as authorized under Mississippi Insurance Premium Finance Law. In the event the financed insurance policy is cancelled, it may result in a refund due to you. Should you have any questions regarding the financing or cancellation of any insurance premiums financed under this agreement you may contact the Mississippi Department of Banking and Consumer Finance at 1-800-844-2499

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Johnson & Johnson Preferred Financing, Inc.
Processing Address: PO Box 26009, Greensboro NC 27420-6009
Phone: 800-868-5573 * Email: finance@jjpf.com

ACCOUNT INFORMATION FORM

SECTION 1: ACCOUNT INFO

NAME: William F and Dolores Ann Davis Revocable Trust
JJP ACCT # OR CONTRACT ID: 5689226.1
Billing Address: 811 Old Mill Lane
City: Santa Maria State: CA Zip Code: 93455
Daytime Phone: 805-478-3838 Email: 2wmdavis@gmail.com

Note: Listing your correct address and phone number on this form does not obligate you to pay your down payment electronically or set up your installments on Automatic Bill Pay – it's our way of collecting accurate data.

SECTION 2: ELECTRONIC DOWN PAYMENT (optional)

ELECTRONIC DOWN PAYMENT INFORMATION – ONE TIME TRANSACTION

By filling out this section and returning it with your signed finance agreement to JJP, you authorize Johnson & Johnson Preferred Financing to process your down payment from the checking /savings account information listed below. This is a one-time transaction.

ACH Withdrawal (Free Service)	Debit/Credit Card (subject to 3 rd Party Fee – call for details)
Routing Number (9 digits): 122234783	Card Number: _____
Checking/Savings Acct Number: 410102207	Exp. Date: _____ Security Code: _____
Amount to Draft for Down Payment: 519.72	Name on Card: _____
Select one: <input checked="" type="checkbox"/> INSURED'S BANK ACCOUNT	City: _____ ST: _____ Zip Code: _____
<input type="checkbox"/> AGENT'S BANK ACCOUNT	Down Pay Amount not including Fee: _____
Signature:	Signature: _____

SECTION 3: AUTOMATIC BILL PAY AUTHORIZATION (optional)

YES! Sign me up for free Automatic Bill Payment

I authorize JJP to initiate monthly deductions (withdrawals) from my checking/savings account as payments on my account balance become due until the balance is paid in full. I authorize the financial institution on which my checking account is drawn to accept the deductions initiated by JJP. I have the right to terminate this authorization at any time by notifying JJP in writing.

Bank Routing Number (9 digits): 122234783 Checking Acct Number: 410102207
Signature: Date: _____

To sign up for recurring credit/debit card payments, after your account is created, visit www.jjpf.com

IMPORTANT: FOR ACCURACY PLEASE ATTACH A VOIDED CHECK- Questions? Call us at 800-868-5573

NAMED INSURED: WILLIAM F AND DOLORES ANNE DAVIS REVOCABLE TRUST

POLICY NUMBER: XDP7305763C

SCHEDULE OF FORMS AND ENDORSEMENTS

FORM NUMBER	FORM NAME
DP 00 03 12 02	DWELLING PROPERTY 3 - SPECIAL FORM
JJ-UTS-85g 02-98	ANIMAL EXCLUSION
LMAS021 (14/09/2005)	APPLICABLE LAW (USA)
LMAS019 (09/05)	ASBESTOS ENDORSEMENT
LSW1589 03/06	AVIAN INFLUENZA AND SARS EXCLUSION
REF 2962 (06/02/03)	BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION
REF 1331 20/4/6 L	CANCELLATION CLAUSE
LMAS393 03 20	COMMUNICABLE DISEASE ENDORSEMENT
DF2016 (04/16)	DWELLING FIRE DECLARATIONS
REF 2915 25/01/01	ELECTRONIC DATA ENDORSEMENT B
EDE (06/10)	EXISTING DAMAGE EXCLUSION ENDORSEMENT (PERSONAL LINES)
JJ-DFS-9s (02-05)	EXTerior INSULATION AND FINISH SYSTEM EXCLUSION
REF5062 04/06/2006	FRAUDULENT CLAIM CLAUSE
NMA 2341 (24/11/88)	LAND, WATER AND AIR EXCLUSION
LSW11358 (06/03)	LLOYDS PRIVACY POLICY STATEMENT
LLIKCL (08/20)	LOSS OF USE EXCLUSION
LMAS0197 06-17	MISSISSIPPI INFORMATIONAL NOTICE FOR SURPLUS LINES PERSONAL LINES POLICIES
MPL144 (02/09)	MOLD EXCLUSION
DL 24 16 12 02	NO COVERAGE FOR HOME DAY CARE BUSINESS
REF 1257 17/3/60	NUCLEAR INCIDENT EXCLUSION CLAUSE
REF1256 17/03/1960	NUCLEAR INCIDENT EXCLUSION CLAUSE LIABILITY DIRECT (BROAD) (U.S.A.)
JJ-DFS-3 (8-14)	PERMITTED VACANCY CLAUSE
DL 24 01 12 02	PERSONAL LIABILITY
DP 04 90 10 00	PERSONAL PROPERTY REPLACEMENT COST LOSS SETTLEMENT
SEC-3(USA) 07-17	POLICY JACKET
REF 1191 (7/5/59)	RADIATION/CONTAMINATION EXCLUSION CLAUSE
LMAS100 15/09/10	SANCTION LIMITATION AND EXCLUSION CLAUSE
SEC 1 04-18	SECURITY ENDORSEMENT
REF 2340 1/11/1988	SEPPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION U.S.A. & CANADA
LMAS020 (25/10/2019)	SERVICE OF SUIT CLAUSE (USA)
LSW1001 (08/94)	SEVERAL LIABILITY NOTICE – INSURANCE
JJ-UTS-406s (7-10)	SPECIFIC BUILDING MATERIALS EXCLUSION – PROPERTY
II PD77 01-07	STATEMENT REGARDING FLOOD INSURANCE ADVISORY NOTICE TO POLICYHOLDERS
HD1010 (03/10)	TAINTED DRYWALL MATERIAL EXCLUSION
NMA2920 08/10/01	TERRORISM EXCLUSION ENDORSEMENT
TI 005 (05/07)	TOTAL OR CONSTRUCTIVE LOSS CLAUSE
JJ-UTS-115s (8-04)	TRAMPOLINE LIABILITY EXCLUSION
JJ-DFS-25s (2-14)	TRUST ENDORSEMENT
IL P 001 01 04	US TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
NMAA64 (1/1/38)	WAR AND CIVIL WAR EXCLUSION CLAUSE

SURPLUS LINES LICENSEE:

Francis G. Johnson
PO Box 899
Charleston, SC 29402

LICENSE #: 10152301

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COVERAGE	LIMIT	PREMIUM
DWELLING FIRE		
COVERAGE A - DWELLING (RCV)	\$105,000	\$1,697.00
COVERAGE B - OTHER STRUCTURES	\$5,250	\$85.00
COVERAGE C - PERSONAL PROPERTY (RCV)	\$20,000	\$322.00
PREMISES LIABILITY	\$300,000	\$100.00
MEDICAL PAYMENTS TO OTHERS	\$1,000	\$5.00
ORDINANCE OR LAW - 10%		INCL
VANDALISM OR MALICIOUS MISCHIEF	\$130,250	\$79.00
DEDUCTIBLES		
AOP DEDUCTIBLE: \$2,500		
TOTAL BASE PREMIUM: \$2,288.00		
RATING FACTORS & UNDERWRITING INFORMATION:		
POLICY FORM: DP3		
OCCUPANCY: SECONDARY/SEASONAL (W/SHORT TERM RENTAL)		
DISTANCE TO COAST: 0.7000 MILES		
TERRITORY: A		
PROTECTION CLASS: 5		
CONSTRUCTION TYPE: FRAME		
YEAR OF CONSTRUCTION: 1950		
YEAR OF WIRING UPDATES: 2010		
YEAR OF PLUMBING UPDATES: 2010		
YEAR OF HEATING UPDATES: 2011		
YEAR OF ROOFING UPDATES: 2010		
ROOF AGE: 12 YEARS		
NUMBER OF STORIES: 1		
SQUARE FOOTAGE: 775		
FOR SALE: NO		
ON HISTORICAL REGISTRY: NO		
IN GATED COMMUNITY: NO		
RENTAL TERM: WEEKLY		
ROOF CONSTRUCTION: COMPOSITE SHINGLE		
ROOF GEOMETRY: GABLE ROOF		
ROOF SHEATHING: OTHER/UNKNOWN		
ROOF ANCHOR: OTHER/UNKNOWN		
OPENING PROTECTION: OTHER/UNKNOWN		
# OF NON-WIND LOSSES: NONE		
# OF WIND LOSSES: NONE		
PROTECTIVE DEVICE(S): SMOKE DETECTORS		

This Certificate shall not be valid unless signed by Johnson & Johnson Inc.
Dated at Charleston, South Carolina on 07/11/2022

By 
Producing Agent: FRANCIS G JOHNSON

2F2016 (04/16) Page 2 of 3

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

It came for discussion under new business, Planning Commission Approval, Short-Term Rental, for property located at 914 Laura Street, Tax Parcel 0612D-02-043.000, submitted by H. Mark Jenkins (owner) and Mandy Jenkins (property manager), as follows:

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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: 914 Laura St Long Beach ms Tax Parcel # 0612D-02-043.000
(Location of Short-Term Rental)

OWNER'S INFORMATION:

Property Owner's Name: H. Mark Jenkins

Property Owner's Address: 914 Laura St 1216 Demourelle Rd

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

P.O. Box 205 Pass Christian ms 39571
City State Zip

Property Owner's Phone No: 228-216-2029 Email Address: hmarkjenkins@gmail.com

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

PROPERTY MANAGER INFORMATION:

Property Manager's Name: Mandy Jenkins

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

P.O. Box 329 Pass Christian ms 39571
City State Zip

Property Manager's Phone No.: 228-216-7309 Email Address: mandyjenkins321@gmail.com

PLEASE PROVIDE THE FOLLOWING:

- Mississippi Sales Tax ID # 88-3972978
- 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.

H. Mark Jenkins H. Mark Jenkins 9-1-22
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: R. Loh Date: 9/8/22

Fire Inspector Signature: _____ Date: _____

COMMENTS: _____

Date Received:	<u>9-1-22</u>
Agenda Date:	<u>9-8-22</u>
Amount Due/Paid:	<u>250.00</u>
Payment Method:	<u>2436</u>

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I H. Mark Jenkins, owner of the property located at 914 Laura St, Tax Parcel 0612D-02-043.000, 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]
signature

9/1/22
date

224022512 JUL 11, 2022 11:00 AM 12:00 PM 12:00 PM 12:00 PM 12:00 PM

1st Judicial District
Instrument: 2022-0902 D-11
Filed/Recorded: 9/29/2022 10:33 A
Total Fees: 12.00
2 Pages Recorded

PREPARED BY:
Julien K. Byrne II
Attorney at Law
P.O. Box 179
Pass Christian, MS 39571
(228) 452-9408
Mississippi Bar Number: 7456

RETURN TO:
Julien K. Byrne II
Attorney at Law
P.O. Box 179
Pass Christian, MS 39571
(228) 452-9408

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 all of which is hereby acknowledged, I, **DESTIN N. WOODARD, P.O. Box 205, Pass Christian, MS 39571, 228-216-2029**, do hereby sell, convey and warrant unto **ROMER MARK JENKINS, P. O. Box 205, Pass Christian, MS 39571, 228-216-2029**, all of my title, right, and interest in and to the following described real property situated in Harrison County, Mississippi, described as:

Lot 8, Block 1, **REINKE SUBDIVISION**, Long Beach, Harrison County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Harrison County, First Judicial District, Mississippi.

INDEX AS FOLLOWS, Lot 8, Block 1, **REINKE SUBDIVISION**

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 and all subsequent years taxes are specifically assumed by the Grantee herein.

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28th September 2022

[Signature]

NOTARY PUBLIC
STATE OF MISSISSIPPI

I, JENNIFER ANN WOODARD, was duly elected and qualified as a Notary Public for the State of Mississippi on the 28th day of September 2022.

[Signature]

October 21, 2022



Statement from the Applicant

I, H. Mark Jenkins, acknowledge that my property located at 914 Laura Street in Long Beach, MS is following all applicable zoning requirements, building codes, and fire department requirements. All taxes are currently up to date as well as homeowner and short-term rental insurance. Any fees required by the City of Long Beach will be paid upon approval of the application.

I also acknowledge that a violation of the ordinances of the City of Long Beach shall result in the suspension or revocation of my permit.

[Signature]

H. Mark Jenkins

MINUTES OF SEPTEMBER 8, 2022
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
Trash Management

The property currently has 2 garbage bins and one recycling bin provided by Harrison County Utility Authority.

Proposed Parking Plan

The property located at 914 Laura Street in Long Beach, MS has a concrete driveway directly in front of the home. Adjacent to the home is a grass lawn that has a driving path through a gate that leads to the fenced in back yard. We propose that a total of 3 cars will be able to safely park in this area, keeping off any city roads. (See drawing below)



MINUTES OF SEPTEMBER 8, 2022
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
SHORT TERM RENTAL AGREEMENT

The address for this short-term rental agreement is 914 Laura Street Long Beach, MS 39560.

Owner/Landlord	Tenant
Name: H. Mark Jenkins	Name:
Phone #: 228-216-2029	Phone #:
Email: hmarkjenkinsgmail.com	Email:
Emergency Contact: Mandy Jenkins	Emergency Contact:
Emergency #: 228-216-7309	Emergency #:

RENTAL PERIOD

The rental period will begin on (Date) at (Time) and end on (Date) at (Time).

OCCUPANCY

The max number of occupants allowed is _____. No more than the max number of occupants will be allowed, no exceptions.

The total number of occupants during this stay will be _____.


UTILITIES

Utilities included during your stay are as follows:

- Electricity
- Water
- Gas
- Cable
- Internet

MAINTENCE, PEACE/ORDER, AND OTHERS

- The tenant should follow the “house rules” at all times. (House rules will be posted in the house).
- The tenant should follow and implement the standard of cleanliness to the property.
- The tenant should keep the property/appliances in good condition.
- Pets are **NOT** allowed in the rental property or on the premises.
- Smoking is **NOT** allowed inside the rental property.

- The tenant(s) agree not to use the property for illegal use of any kind.
- The tenant(s) agree not to use the property in a way to disturb the peace in the surroundings or environment.
- The tenant’s personal property is not covered in the insurance purchased by the landlord against loss, theft, and negligence.
-  Trash will be taken out and placed in the provided containers at the end of each stay. Garbage cans are to be placed at the road on Sunday night/Monday morning and cans should be returned to their placement by Monday night.

INDEMNIFICATION

The tenant indemnifies the landlord and the property free of harmless against any liabilities like accidents, loss of property, injury, or death of any person.

GOVERNING LAW

This agreement shall be governed under the laws of the State of Mississippi.

The undersigned hereby agreed that both parties read the agreement and acknowledged it.

Tenant	Owner/Landlord
_____	H. Mark Jenkins
Signature	Signature
_____	_____
Date	Date
_____	_____

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MINUTES OF SEPTEMBER 8, 2022
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

 Safeco Insurance
A Liberty Mutual Company

POLICY NUMBER: OM2389503

SAFECO INSURANCE COMPANY OF AMERICA
Administrative office: 175 Berkeley St., Boston, MA 02116 (A stock insurance company.)
LANDLORD PROTECTION POLICY DECLARATIONS - BROAD FORM

INSURED:
HOMER MARK JENKINS
PO BOX 205
PASS CHRISTIAN MS 39571-0205

AGENT:
INSURANCE NORTHWEST
1919 N 3RD ST
COEUR D ALENE ID 83814-3540
TELEPHONE: 1-866-472-3326

DESCRIBED LOCATION:
914 LAURA ST
LONG BEACH MS 39560-4331

POLICY PERIOD FROM: JAN. 14 2022
TO: JAN. 14 2023

MORTGAGE SERVICING AGENCY:
NONE

1ST MORTGAGEE:
NONE

OCCUPANCY: TENANT

LOAN NO.: NONE

COVERAGES FOR THIS LOCATION		LIMITS	DEDUCTIBLE	PREMIUM
A DWELLING	FIRE	\$ 198,400		\$ 517.00
	BROAD			630.00
B OTHER STRUCTURES	FIRE	\$ 19,840		INCL
	BROAD			
C PERSONAL PROPERTY	FIRE	\$ 27,770		\$ 46.00
	BROAD			108.00
D LOSS OF RENT, RENTAL VALUE, & ADDL LIVING EXP.		\$ 19,840		INCL
INCLUDED: ORDINANCE OR LAW COVERAGE		\$ 19,840		INCL
OPTIONS:				
EXTENDED DWELLING COVERAGE-25% OF COV A LIMIT				\$ 34.00
H-PREMISES LIABILITY (EACH OCCURRENCE)		\$ 100,000		\$ 39.00
PERS. INJURY, WRONGFUL EVICTION, PRIVACY INVASION				INCL
MEDICAL PAYMENTS (EACH PERSON)		\$ 1,000		INCL
B-ON PREMISES THEFT		\$ 5,000		\$ 71.00
ESCAPE OF WATER FROM SUMP (BUILDING AND CONTENTS)		\$ 5,000		\$ 65.00
CREDITS: WIND OR HAIL EXCLUSION				INCL
DEDUCTIBLES: PROPERTY COVERAGES, EXCEPT AS OTHERWISE NOTED			\$ 2,500	
		DWELLING ANNUAL PREMIUM		\$ 1,510.00

You may pay your premium in full or in installments. There is no installment fee for the following billing plans: Full Pay, Installment fees for all other billing plans are listed below. If more than one policy is billed on the installment bill, only the highest fee is charged. The fee is:
\$2.00 per installment for recurring automatic deduction (EFT)
\$5.00 per installment for recurring credit card or debit card
\$5.00 per installment for all other payment methods

This policy contains a flood exclusion. Flood coverage may be purchased separately from the National Flood Insurance Program, if available in your area.
This policy contains an earthquake exclusion. Contact your agent for information concerning the availability of earthquake coverage.

ORIGINAL

P-4200/EP 9/06
6/3

Page 1 of 1

DATE PREPARED DEC. 5 2021

A long term rental that is occupied by the owner. An example might be a multi-unit dwelling where the owner resides in one unit. Owner occupied also means a Short term rental or Seasonal dwelling or condo that is occupied by the owner more often than it is tenant occupied or is occupied by the owner for more than five consecutive months annually. Seasonal dwelling or condo A property that is typically occupied on an intermittent basis for less than 6 months a year. Often, a seasonal rental will be a short term rental

Short term rental One or more rentals of the insured location in whole, so long as it is not rented for more than 180 consecutive days to the same person(s) during the policy period. Short term rental lease terms can vary (daily, weekly or monthly)

An eligible property risk is one which: A. is well maintained, occupied, not unduly exposed to loss and is insured for an amount that is adequate to reconstruct it at today's costs; B. is tenant-occupied, used exclusively for private residential purposes, with no more than 4 units, each designed for one-family occupancy • Long term rentals, seasonal dwellings or condos and Short term rentals are considered eligible. Note: Seasonal dwellings or condos and Short term rental properties must be rented in whole. We understand that some of these properties are owner occupied at times, however to be eligible, they must be occupied by a tenant more often than they are owner occupied. Short term and seasonal properties may not be occupied by the owner for more than five consecutive months annually

MINUTES OF SEPTEMBER 8, 2022
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

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

APPROVED:

Chairman Frank Olaivar

DATE: _____

ATTEST: _____

Tina M. Dahl, Minutes Clerk