

**MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**AGENDA
JANUARY 12, 2023
REGULAR MEETING OF THE PLANNING and DEVELOPMENT COMMISSION
CITY OF LONG BEACH, MISSISSIPPI
5:30 O'CLOCK P.M.
LONG BEACH CITY HALL
MEETING ROOM
201 JEFF DAVIS AVENUE**

- I. CALL TO ORDER**
- II. ROLL CALL AND ESTABLISH QUORUM**
- III. PUBLIC HEARINGS**
 - 1. Variance- 550 East Beach Blvd, Tax Parcel 0612A-03-007.002, Submitted by Vision Painting & Construction, LLC.
 - 2. Variance- 314 South Seashore Avenue, Tax Parcel 0512I-03-006.000, Submitted by David Goens.
- IV. ANNOUNCEMENTS**
- V. APPROVE MINUTES**
 - 1. December 8, 2022
- VI. UNFINISHED BUSINESS**
- VII. NEW BUSINESS**
 - 1. Planning Commission Approval- Home Occupation- 9 Partridge Place, Tax Parcel 0511K-02-152.000, Submitted by Leonard P. and Christina F. Edwards.
 - 2. Tree Removal- 129 Richards Avenue, Tax Parcel 0711M-03-031.000, Submitted by Michael C. Mulligan.
 - 3. Tree Removal- 20005 Patton Road, Tax Parcel 0511I-01-045.000, Submitted by Herschel Dubuisson.
 - 4. Tree Removal- 100 Quarles Street, Tax Parcel 0611E-03-047.000, Submitted by Susan and Richard Kalber.
 - 5. Tree Removal- 1211 East Old Pass Road, Tax Parcel 0711M-02-037.000, Submitted by Jeffrey L. Haveman.
 - 6. Tree Removal- 209 Hawthorne Drive, Tax Parcel 0512A-01-001.005, Submitted by John Mark and Sherry Mae Bestoca.
 - 7. Short-Term Rental- 426 Russell Avenue, Unit A, Tax Parcel 0612I-02-021.000, Submitted by Sidney Magill (property owner) and Beachy Bookings, LLC, Tanya Darrow (property manager).
 - 8. Short-Term Rental- 426 Russell Avenue, Unit B, Tax Parcel 0612F-02-001.000, Submitted by Sidney Magill (property owner) and Beachy Bookings, LLC, Tanya Darrow (property manager).
 - 9. Short-Term Rental- 123 South Lang Avenue, Tax Parcel 0512H-02-006.000, Submitted by Steven Harshbarger and Linh Harshbarger (property owners) and Melanie Harshbarger (property manager).
 - 10. Short-Term Rental- 116 Pirate Avenue, Tax Parcel 0512J-01-046.000, Submitted by Kirk and Jennifer Strong (property owners) and Jay Woodnal (property manager).
 - 11. Short-Term Rental- 214 West Avenue, Tax Parcel 0612E-03-008.000, Submitted by Terry Anderson and Sarah McKenna (property owners) and Christie's Gulf Beach Rentals (property manager).
 - 12. Certificate of Resubdivision- 116 Winters Lane, Tax Parcel 0612F-02-016.014 and 0612F-02-016.013, Submitted by Walter Neal Thomas.
 - 13. Certificate of Resubdivision- 406 Klondyke Road, Tax Parcel 0611N-02-001.000, Submitted by Carl A. LaRosa.
 - 14. Certificate of Resubdivision- 310 Jeff Davis Avenue- Tax Parcel 0612B-03-056.000, Submitted by Sarah Renken.
 - 15. Preliminary Plat Approval- Castine Pointe Townhomes (62 units), Tax Parcel 0611C-01-002.000, Submitted by Castine Pointe LLC (owner) and Steve Drown (agent).
- 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 January 17, 2023.

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

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LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Vice Chairman Shawn Barlow read the Opening Statement for the Planning and Development Commission.

At this time, Chairman Frank Olaivar announced that item 10. Short-Term Rental, 116 Pirate Avenue and 13. Certificate of Resubdivision, 406 Klondyke Road, under New Business have been removed from the agenda until the next regular scheduled meeting on Thursday, January 26, 2023.

Be it remembered that two (2) public hearings were heard before the Long Beach Planning and Development Commission, Long Beach, Mississippi, and begun at 5:30 o'clock p.m., Thursday, the 12th day of January 2023, in said City, and the same being the time, date and place fixed for holding said public hearings.

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

Absent the public hearings were Commissioners Billy Suthoff, Michael Levens and Jennifer Glenn.

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

The first public hearing to consider a Variance for property located at 550 East Beach Blvd, Tax Parcel 0612A-03-007.002, submitted by Vision Painting & Construction, LLC, as follows:

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LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

Office use only
Date Received 12-13-22
Zoning R-1
Agenda Date 1-12-23
Check Number 4887

VARIANCE REQUEST

- I. Tax Parcel Number(s): 0612A-03-007.002
- II. Address of Property Involved: 550 East Beach Blvd, Long Beach MS
- III. Statement clearly explaining the request being made. (Attach supplemental pages if necessary.)
Requesting A 3 foot eastside yard setback and a 7 foot rear yard set back variance.

****PLEASE COMPLETE THE FOLLOWING:**

- A. Describe any special condition that justify the granting of this request and that are peculiar to the property and do not apply to other properties in the general area. What are the reasons for the request and why the applicant cannot meet the stated code requirement? There existing two large oak trees on the rear setback line. We purpose moving the residence away from these trees so as to avoid needing to remove them.
- B. Describe how the special condition discussed above is not the result of actions taken by the applicant. Show that the applicant did not cause the need for this request. Oak trees on the property
- C. Show that an unnecessary hardship exists due to the character of the property and that this hardship makes the request necessary. State what hardship is caused if the applicant is required to meet code requirements? What is the result of this hardship? What would result if the Zoning Board denied this request? Oak trees will need to be removed.
- D. Show that denial of this request will deprive the applicant of rights commonly enjoyed by other properties in the general area and that the granting of this variance request will make possible the reasonable use of land while not conferring any special privilege. Outline how the subject of the variance is common in the area and if the applicant were to be denied this variance a right would be taken away which is granted to other properties. State how the variance makes reasonable use of the existing land and why the same action cannot be done in a way that does not require a variance. Show that granting of this variance does not give the applicant any special privileges that the properties in the area would find desirable. Oak trees are too large and we will not be able to build home on the corner lot.

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

IV. REQUIRED ATTACHMENTS:

- A. **Interest and Ownership.** The applicant's name, address and interest of every person, firm or corporation represented by the applicant in the application, the name of the owner or owners and their respective addresses of the entire land area proposed to be changed in classification or to be included within the structures then existing thereon, and sufficient evidence to establish that the applicant has the right of possession to the land area and structures, the names and address of all owners of adjacent property (exclusive of the width of intervening streets, alleys, or bodies of water). Claims of support or "no objection" from owners of adjoining property should be substantiated in writing or by the appearance of such owner(s) at the hearing. Such support is usually considered material but not conclusive.
- B. **Survey and Site Plan.** a site plan showing the land area which would be affected, easements bounding and intersecting the designated area, the locations of existing and proposed structures with supporting open facilities, and the ground area to be provided and continuously maintained for the proposed structure or structures;
- C. **Recorded Warranty Deed.** A deed which includes a legal description of the specific piece of property involved in the request. If, several parcels are included in a request, individual parcel deeds AND a composite legal description of all parcels involved in the request must be provided.
- D. **Fee.** Attach a check in the amount of \$200.00. This check should be made payable to the **City of Long Beach** to cover administrative cost. You will also be responsible to actual costs, such as advertising and mailing incurred with the processing of your application.

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

V. OWNERSHIP AND CERTIFICATION:

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

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

<u>Vision Painting & Construction LLC</u>			_____		
Name of Rightful Owner (PRINT)			Name of Agent (PRINT)		
<u>4528 Gaudier - Vandevore Rd</u>			_____		
Owner's Mailing Address			Agent's Mailing Address		
<u>Gaudier</u>	<u>MS</u>	<u>39553</u>	_____	_____	_____
City	State	Zip	City	State	Zip
<u>228 - 249 - 6773</u>			_____		
Phone			Phone		
<u>[Signature]</u>		<u>12/12/22</u>	_____		_____
Signature of Rightful Owner		Date	Signature of Applicant		Date

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Our File: B220664
Prepared by: Rehm To
Schwarz, Ogler & Jordan, PLLC,
PO BOX 4535
BILBOBI MS 39255, 228-368-7441

RECORDED ORIGINAL

STATE OF MISSISSIPPI
COUNTY OF HARRISON



Index: Plat Bk 19 of Original Long Beach and Plat of Lot 15, Block 1, Resurvey of Gulf View Court, City of Long Beach, Harrison County, MS, 1st JD.

WARRANTY DEED

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

Angelo D'Angelo,

282 Pershing Avenue, Alexandria, LA 71301, 504-729-8607,

do hereby sell, convey and warrant unto

Vision Painting and Construction LLC, a Mississippi Limited Liability Company,

4528 Gaudier-Vandaveau Court, Gulfport, MS 39255, 228-749-6775,

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

See Attached Exhibit "A".

THIS CONVEYANCE is subject to any and all recorded easements, covenants, rights-of-way and encumbrances applicable to subject property, and subject to any and all public recorded encumbrances, conveyances and easements of all, gas and minerals by previous owners.

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

ALL VARIOUS TAXES for the current year have been provided and are hereby assumed by the Grantee herein.

WITNESS MY SIGNATURE (on this 24th day of August, 2022,

Angelo D'Angelo
Angelo D'Angelo

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Angelo D'Angelo, who acknowledged that the above and foregoing instrument was signed and delivered as the free and voluntary act and deed of the Grantor on the day and in the year therein most noted.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this 24th day of August, 2022.

Jay K. Jordan
NOTARY PUBLIC

My Commission Expires:



EXHIBIT 'A'

A parcel of land situated and being located in a part of Block 19 of the PLAT OF ORIGINAL LONG BEACH (Plat Book 11, Page 6) and in a part of Lot 15, Block 1 of the RESURVEY OF GULF VIEW COURT (Plat Book 15, Page 41), City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Beginning at the intersection of the northerly right-of-way of U.S. Highway 90/Beach Boulevard with the westerly right-of-way of Nicholson Avenue; thence run from said Point of Beginning, North 25 degrees 09 minutes 00 seconds West 195.41 feet along the westerly right-of-way of Nicholson Avenue; thence run South 55 degrees 28 minutes 59 seconds West 79.85 feet to the easterly boundary of the RESURVEY OF GULF VIEW COURT; thence run South 28 degrees 00 minutes 00 seconds East 7.51 feet to the Southeast corner of Lot 14, Block 1, RESURVEY OF GULF VIEW COURT; thence run South 54 degrees 43 minutes 00 seconds West 10.00 feet along the south line of said Lot 14; thence run South 28 degrees 00 minutes 00 seconds East 131.63 feet to the northerly merge of U.S. Highway 90/Beach Boulevard; thence run North 55 degrees 28 minutes 59 seconds East 89.87 feet along the northerly margin of U.S. Highway 90/Beach Boulevard to the Point of Beginning.

Subject to that certain 36' drainage easement described as follows:
A parcel of land situated and being located in a part of Block 19 of the PLAT OF ORIGINAL LONG BEACH (Plat Book 11, Page 6) and in a part of Lot 15, Block 1 of the RESURVEY OF GULF VIEW COURT (Plat Book 15, Page 41), City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

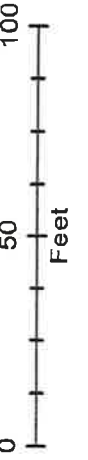
Commencing at the intersection of the northerly right-of-way of U.S. Highway 90/Beach Boulevard with the westerly right-of-way of Nicholson Avenue; thence run North 28 degrees 00 minutes 00 seconds West 165.21 feet along the westerly right-of-way of Nicholson Avenue to the Point of Beginning of the parcel herein described; thence continue from said Point of Beginning, North 25 degrees 09 minutes 00 seconds West 20.20 feet along the westerly right-of-way of Nicholson Avenue; thence run South 55 degrees 28 minutes 59 seconds West 79.85 feet to the easterly boundary of the RESURVEY OF GULF VIEW COURT; thence run South 28 degrees 00 minutes 00 seconds East 7.51 feet to the Southeast corner of Lot 14, Block 1, RESURVEY OF GULF VIEW COURT; thence run South 54 degrees 43 minutes 00 seconds West 10.00 feet along the south line of said Lot 14; thence run South 28 degrees 00 minutes 00 seconds East 131.63 feet; thence run North 55 degrees 28 minutes 59 seconds East 89.84 feet to the Point of Beginning.

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0612A-03-007.002



Harrison County GIS Dept.



HARRISON COUNTY, MISSISSIPPI

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

MAP DATE: November 7, 2022



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MINUTES OF SEPTEMBER 22, 2022
REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CERTIFICATE OF RESUBDIVISION
NICHOLSON AVENUE
SECTION 13, TOWNSHIP 8 SOUTH, RANGE 12 WEST
LONG BEACH, MISSISSIPPI

LEGAL DESCRIPTION OF LOTS CREATED BY THIS SUBDIVISION
PARCEL "A"
(PER SURVEY)

A parcel of land situated and being located in a part of Block 19 of the Plat of Original Long Beach (Plat Book 11, Page 6) and in a part of Lot 15, Block 1 of Resurvey of Golf View Court (Plat Book 15, Page 41), City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at a PK nail at the intersection of the northerly right-of-way of U.S. Highway 90 (Beach Boulevard) with the westerly right-of-way of Nicholson Avenue, thence run N 28°11'15" W 87.62 feet along the westerly right-of-way of Nicholson Avenue to an iron rod and the Point of Beginning, thence continue N 28°11'15" W 37.51 feet along said West margin to an iron rod, thence run S 52°06'30" W 79.88 feet to an iron rod on the easterly boundary of the Resurvey of Golf View Court, thence run S 32°50'54" E 7.95 feet to the Southeast corner of Lot 14, Block 1, Resurvey of Golf View Court, thence run S 58°06'30" W 12.84 feet along the south line of said Lot 14, thence run S 28°2'33" E 94.03 feet to an iron rod, thence N 52°4'15" E 50.63 feet to the west margin of Nicholson Avenue and the Point of Beginning. Said parcel contains 8828 square feet or 0.20 acres.

PARCEL "B"
(PER SURVEY)

A parcel of land situated and being located in a part of Block 19 of the Plat of Original Long Beach (Plat Book 11, Page 6) and in a part of Lot 15, Block 1 of Resurvey of Golf View Court (Plat Book 15, Page 41), City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

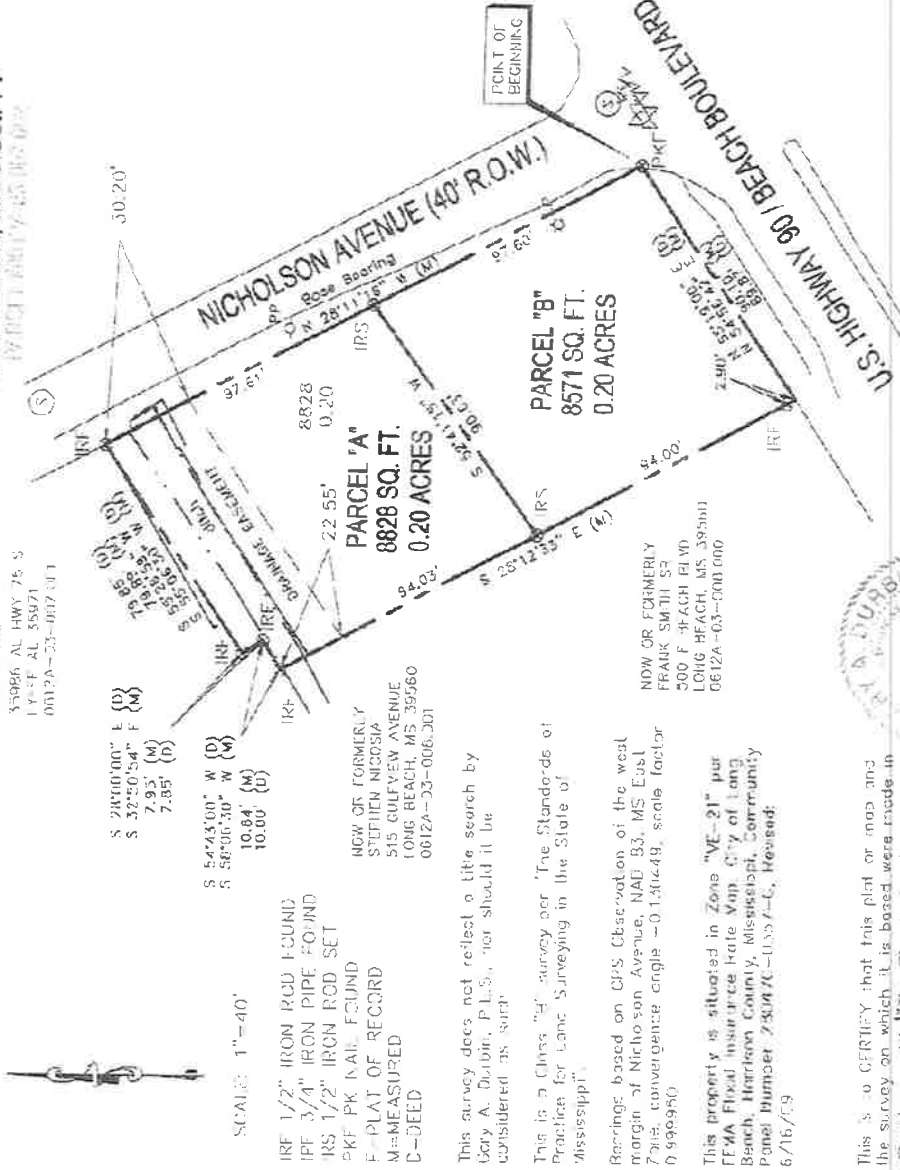
Beginning at a PK nail at the intersection of the northerly right-of-way of U.S. Highway 90 (Beach Boulevard) with the westerly right-of-way of Nicholson Avenue, thence run N 28°11'15" W 97.60 feet along the westerly right-of-way of Nicholson Avenue to an iron rod, thence run S 52°41'15" W 90.63 feet to an iron rod on the easterly boundary of the Resurvey of Golf View Court, thence run S 28°12'33" E 94.00 feet to a point on the north margin of said U.S. Highway 90, thence N 54°56'42" E 92.10 feet to a PK nail on the west margin of Nicholson Avenue and the Point of Beginning. Said parcel contains 8571 square feet or 0.20 acres.

11021

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
13948 RIVERWALK CIRCLE, OBERVILLE, MS 38650
PH. (228) 305-2632 Fax: (228) 305-2600

Sheet 2 of 3

NOW OR FORMERLY
TOD TRUCKS
53986 AL HWY 75 S
LYF AL 55971
0812A-23-007-011



S 28°00'00" E (D)
S 32°50'54" E (M)
7.95' (M)
7.95' (D)

S 54°43'00" W (D)
S 58°06'30" W (M)
10.84' (M)
10.00' (D)

SCALE: 1"=40'

IRF 1/2" IRON ROD FOUND
IPF 3/4" IRON PIPE FOUND
IRS 1/2" IRON ROD SET
PKF PK NAIL FOUND
E-PLAT OF RECORD
M-MEASURED
D-BEED

NOW OR FORMERLY
STEFFEN NICOSIA
515 GULFVIEW AVENUE
LONG BEACH, MS 39560
0812A-23-006-001

This survey does not reflect a title search by Gary A. Durbin, P.L.S., nor should it be considered as such.

This is a Class "A" survey per 'The Standards of Practice for Land Surveying in the State of Mississippi'.

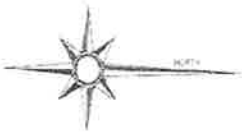
Bearings based on GPS Observation of the west margin of Nicholson Avenue, NAD 83, MS East Zone, convergence angle = 0.130248, scale factor 0.999980

This property is situated in Zone "VE-21" per FEMA Flood Insurance Rate Map, City of Long Beach, Harrison County, Mississippi, Community Panel Number 78042C-0037-C, Revised: 6/16/09



This is to CERTIFY that this plat or map and the survey on which it is based were made in accordance with the Standards of Practice for Land Surveying in the State of Mississippi.
Gary A. Durbin, P.L.S.
August 24, 2021

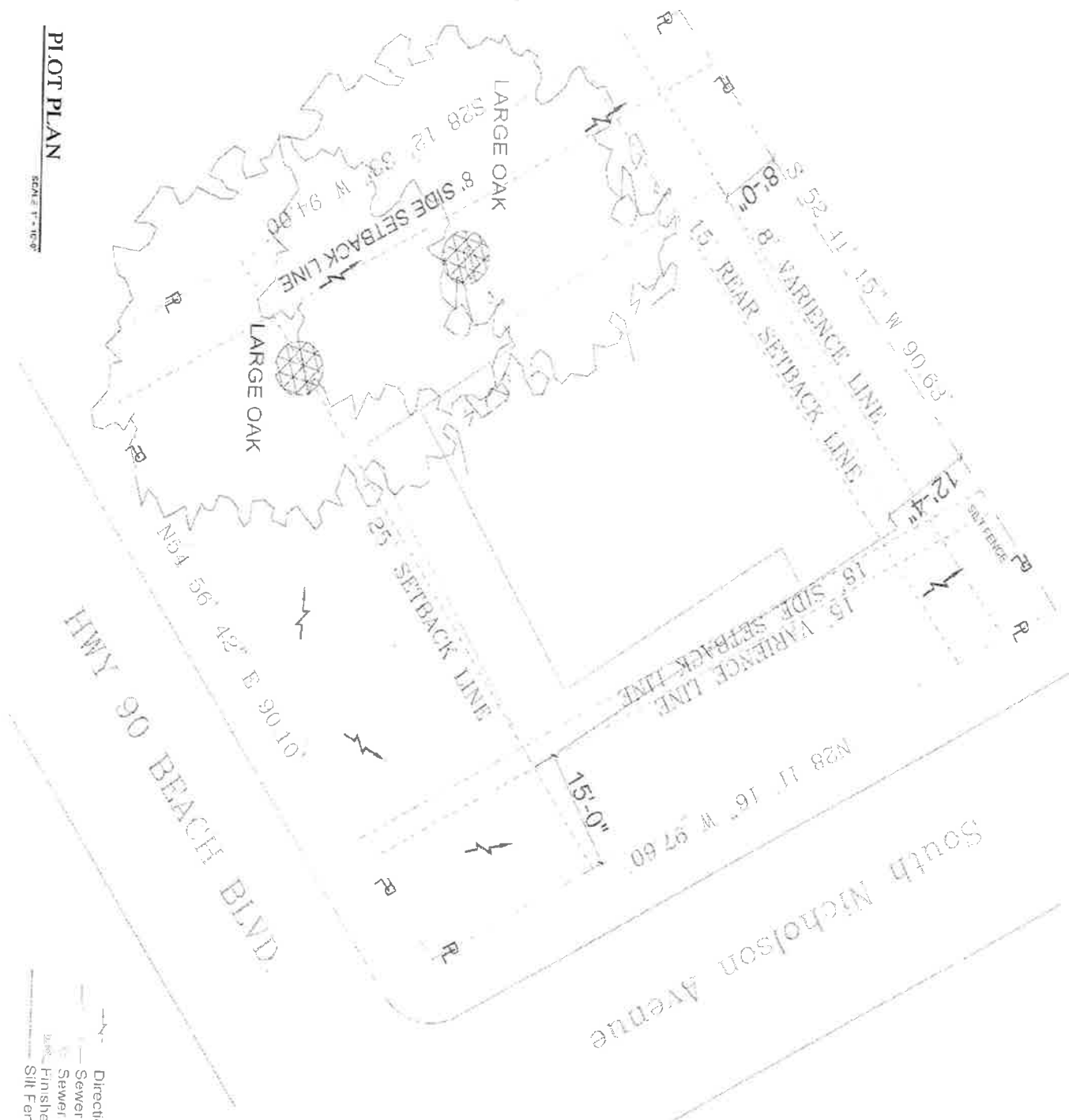
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Parcel #
0612B-03-007.002

PLOT PLAN

SCALE: 1" = 10'-0"



Direction of Drainage
 Sewer Main
 Finished Paving Grades
 Silt Fence

Shee: C1 Project No: 22-0603	DRAWING FILE: PLOT PLAN	PROJECT TITLE: Vision Painting, LLC 550 Beach Blvd. Long Beach, MS 39560	W. RUSS SMALLWOOD Complete Design-Build Services GULFPORT, MISSISSIPPI 39507 TELEPHONE: (228) 263-5422 Serving the Gulf Coast since 1981
	SCALE: As Shown DATE: 1/17/2022		

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The Clerk reported that twelve (12) notices of public hearing were sent by regular mail to property owners within one hundred sixty feet (160') of the subject property. Notices were also posted on the bulletin boards at City Hall, the Building Official's Office and the Water Department, 201 Jeff Davis Avenue and at the Long Beach Public Library, 209 Jeff Davis Avenue; said notice was ordered as part of these proceedings:

City of Long Beach



**LEGAL NOTICE
PUBLIC HEARING**

In accordance with Article X X 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 Variance.

Vision Painting and Construction, LLC, 4528 Gautier Vandervee Road, Gautier, MS 39553, has filed an application for a variance in accordance with the Comprehensive Long Beach Unified Land Ordinance. The applicant is requesting "a 3-foot side (east) yard setback variance on a corner lot and a 7-foot rear yard setback variance". The City's requirements are 18-foot side yard setbacks on a corner lot and 15-foot rear yard setback. The location of the request is 550 East Beach Blvd., Tax Parcel 0612A-03-007.002. The legal description is as follows:

EG AT INTER OF W MAR OF NICHOLSON AVE & N MAR OF HWY 90 NLY ALONG NICHOLSON AVE
379.8 FT S 55 DGS W 79.8 FT TO E LINE OF GULFVIEW COURTSLY ALONG SUBD 7.5 FT TO 50
COR OF LOT 14 BLK 1 S 54 DGS W 10 FT S 26 DGS E 188 FT TO HWY 90 ELY ALONG HWY 89.9
FT TO POB BEING PART OF WIDOW LADNER CLAIM & PART OF LOT 15BLK 1 GULFVIEW COURT
ALSO THAT PARTLY NG S OF HWY 90 TO GULF OF MEXICOPART OF SW 1/4 OF NE 1/4 SEC 13-8-
12

A Public Hearing to consider the above variance will be held in the City of Long Beach, Mississippi, 39560, January 12, 2023, at 5:30 p.m., in the Long Beach City Hall Meeting Room located at 201 Jeff Davis Avenue. The city encourages all residents, groups and organizations to contact the city if they have any questions concerning the petition.

/s/ signed
Chairman
Planning and Development Commission

201 Jeff Davis • P.O. Box 929 • Long Beach, MS 39560 • (228) 863-1766 • FAX (228) 863-0622
www.cityoflongbeachms.com

<p>Holt Rentals 1003 Pino Street Long Beach, MS 39560</p>	<p>Ashworth Randy and Reasons Tammy 740 Channing Way Camden, IN 38320</p>	<p>Bergeron Everett and Linda 601 South Nicholson Avenue Long Beach, MS 39560</p>
<p>Welch Family LTD Partnership No 9 910 M Street Suite 1130 Washington, DC 20001</p>	<p>Fricks Tom R and Carolyn 35986 AL Hwy 75 S Fylfe, AL 35971</p>	<p>Smith Frank R Sr -L/E- 500 East Beach Blvd Long Beach, MS 39560</p>
<p>Fanni Shonn Michael and Leigh Anne 7281 Isle of Palms Drive Mobile, AL 36695</p>	<p>Robertson Donna and Martin Prince 2223 Marcongo Street New Orleans, LA 70115</p>	<p>Henderson Charles Keeler -Trustee- 4476 Beatline Road Long Beach, MS 39560</p>
<p>Wilson Barry Cand Debra A 2500 Elm Lawn Drive Marrero, LA 70072</p>	<p>Brady Martin and Mary 997 Eastward Circle Zanesville, OH 43701</p>	<p>Corzales Tara E Stieber and Danton J 36507 Lake Bend Avenue Prairieville, LA 70769</p>

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ATTEST:

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

ELLIORL MUI, the undersigned legal authority authorized to administer oaths, in and for the jurisdiction aforesaid, on this day personally appeared before me, LINDA M DAILL, 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 duly appointed and acting Minutes Clerk of the City of Long Beach, Mississippi, Planning and Development Commission.
2. That in such capacity, she is responsible for mailing Notices of Public Hearing for the purpose of notifying property owners within one hundred sixty feet (160') of the subject property, when applications for zoning map changes, variances, appeals, etc., are filed, all as stipulated in The Zoning Ordinance Number 598 of the City of Long Beach and other matters pertaining to such public hearings, and the business of the Planning and Development Commission in and for the City of Long Beach.
3. That on December 16, 2022, she did cause to be mailed, Notices of Public Hearing, a copy of which is attached hereto, to twelve (12) property owners within 160' of 550 4th Beach Blvd., Tax Parcel 0612A-03-002-002, notifying them that a public meeting will be held January 12, 2023, to consider an application for a Variance submitted by Vision Painting and Construction, L.L.C.

Given under my hand this the 16th day of December 2022.

Linda M. Daill
LINDA M. DAILL, ATTEST

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

Kim Dunsen
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:

Proof of Publication

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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

Vol. No. 21 dated 22 day of December, 2022
 Vol. No. _____ dated _____ day of _____, 20____
 Vol. No. _____ dated _____ day of _____, 20____
 Vol. No. _____ dated _____ day of _____, 20____
 _____ dated _____ day of _____, 20____
 _____ dated _____ day of _____, 20____
 _____ dated _____ day of _____, 20____
 _____ dated _____ day of _____, 20____

I, _____
 Notary Public

Sworn to and subscribed before me this _____ day of _____, A.D. 20____.

[Signature]
 Notary Public

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

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

After considerable discussion, Commissioner Walters made motion, seconded by Commission Vice Chairman Barlow and unanimously carried recommending the approval of the Variance as submitted.

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REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

The second public hearing to consider a Variance for property located at 314 South Seashore Avenue, Tax Parcel 0512I-03-006.000, submitted by David Goens, as follows:



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

Office use only
Date Received 12-5-22
Zoning R-1
Agenda Date 1-12-23
Check Number CASH

VARIANCE REQUEST

- I. Tax Parcel Number(s): 0512I-03-006.000
- II. Address of Property Involved: 314 S. Seashore Ave Long Beach
- III. Statement clearly explaining the request being made. (Attach supplemental pages if necessary.)

Sidewalk variance

****PLEASE COMPLETE THE FOLLOWING:**

A. Describe any special condition that justify the granting of this request and that are peculiar to the property and do not apply to other properties in the general area. What are the reasons for the request and why the applicant cannot meet the stated code requirement? no other sidewalks adjacent to

Property

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

if there was adjacent sidewalks I would NOT be requesting the variance

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

The position of the driveway & mailbox

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

MINUTES OF JANUARY 12, 2023
REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

IV. REQUIRED ATTACHMENTS:

- A. **Interest and Ownership.** The applicant's name, address and interest of every person, firm or corporation represented by the applicant in the application, the name of the owner or owners and their respective addresses of the entire land area proposed to be changed in classification or to be included within the structures then existing thereon, and sufficient evidence to establish that the applicant has the right of possession to the land area and structures, the names and address of all owners of adjacent property (exclusive of the width of intervening streets, alleys, or bodies of water). Claims of support or "no objection" from owners of adjoining property should be substantiated in writing or by the appearance of such owner(s) at the hearing. Such support is usually considered material but not conclusive.
- B. **Survey and Site Plan.** a site plan showing the land area which would be affected, easements bounding and intersecting the designated area, the locations of existing and proposed structures with supporting open facilities, and the ground area to be provided and continuously maintained for the proposed structure or structures;
- C. **Recorded Warranty Deed.** A deed which includes a legal description of the specific piece of property involved in the request. If, several parcels are included in a request, individual parcel deeds AND a composite legal description of all parcels involved in the request must be provided.
- D. **Fee.** Attach a check in the amount of \$200.00. This check should be made payable to the **City of Long Beach** to cover administrative cost. You will also be responsible to actual costs, such as advertising and mailing incurred with the processing of your application.

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

V. OWNERSHIP AND CERTIFICATION:

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

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

David Goans
Name of Rightful Owner (PRINT)

314 S. Seashore Ave
Owner's Mailing Address

Long Beach MS 39560
City State Zip

504 442-8810
Phone

[Signature]
Signature of Rightful Owner

Date

Name of Agent (PRINT)

Agent's Mailing Address

City State Zip

Phone

Signature of Applicant

Date

MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

SCANNED



1st Judicial District
Instrument 2020 0704 B -J1
Filed/Recorded 7/23/2020 08:23 P.
Total Fees \$ 26.00
3 Pages Recorded

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

Grantors:
James W. Demarco, Jr.
Kimberly J. Manning
2175 Schillinger Rd. South
Mobile, AL 36695
(251) 327-7139

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

Grantees:
David Michael Goens
314 S Seashore Ave.,
Long Beach, MS 39560
(504) 442-9810

File No. Z208291F

INDEXING INSTRUCTIONS: Lots 27-30 Inclusive, Blk 3, West Seashore, 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, we, James W. Demarco, Jr. and Kimberly J. Manning *aka* Kimberly J. Demarco, do hereby sell, convey and warrant unto, David Michael Goens, all of that certain tract, piece or parcel of land situated in Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

Lots 27-30 Inclusive, Block 3 of West Sea Shore Subdivision, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 6, at Page 17.

This being the same property as that conveyed to James W. Demarco, Jr. and Kimberly J. Demarco, by Warranty Deed as Instrument recorded in Deed Book 1518, at Page 3, Land Deed Records of Harrison County, Mississippi.

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

Grantors quitclaim any and all oil, gas, and other minerals owned, if any, to Grantee. 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 of 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 30 day of June, 2020.

James W. Demarco, Jr.
JAMES W. DEMARCO, JR.

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY, APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, James W. Demarco, Jr., who acknowledged before me he they 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 30 day of June, 2020.

(AFFIX SEAL)



Jessica Baughman
NOTARY PUBLIC

My commission expires:

DEED ACCEPTED BY:

David Michael Goens
DAVID MICHAEL GOENS, Grantee

Tamie B. Goens
TAMIE B. GOENS, Grantee

WITNESS MY SIGNATURE, on this the 24th day of June, 2020.

Kimberly J. Manning
KIMBERLY J. MANNING

ACKNOWLEDGMENT

STATE OF Alabama
COUNTY OF Mobile

PERSONALLY, APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Kimberly J. Manning, 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 24th day of June, 2020.

(AFFIX SEAL)



My commission expires: 5/21/22

**MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**314 SEASHORE AVENUE
LOTS 27-30, BLOCK 3, WEST SEASHORE
LONG BEACH, MISSISSIPPI
PARCEL #0512-03-006.000**

Survey of Lots 27 through 30, inclusive, Block 3, West Seashore Subdivision, City of Long Beach, First Judicial District of Harrison County, Mississippi, as recorded in Plat Book 6, Page 17 of the records of the First Judicial District. Said parcel contains 14997 square feet or 0.34 acres.

This survey does not reflect a title search by Gary A. Durbin, P.L.S., nor should it be considered as such.

This is a Class "B" survey per "The Standards of Practice for Land Surveying in the State of Mississippi".

Bearings based on GPS Observation of the west margin of Seashore Avenue, NAD 83, MS East Zone, convergence angle -0.130449, scale factor 0.999960.

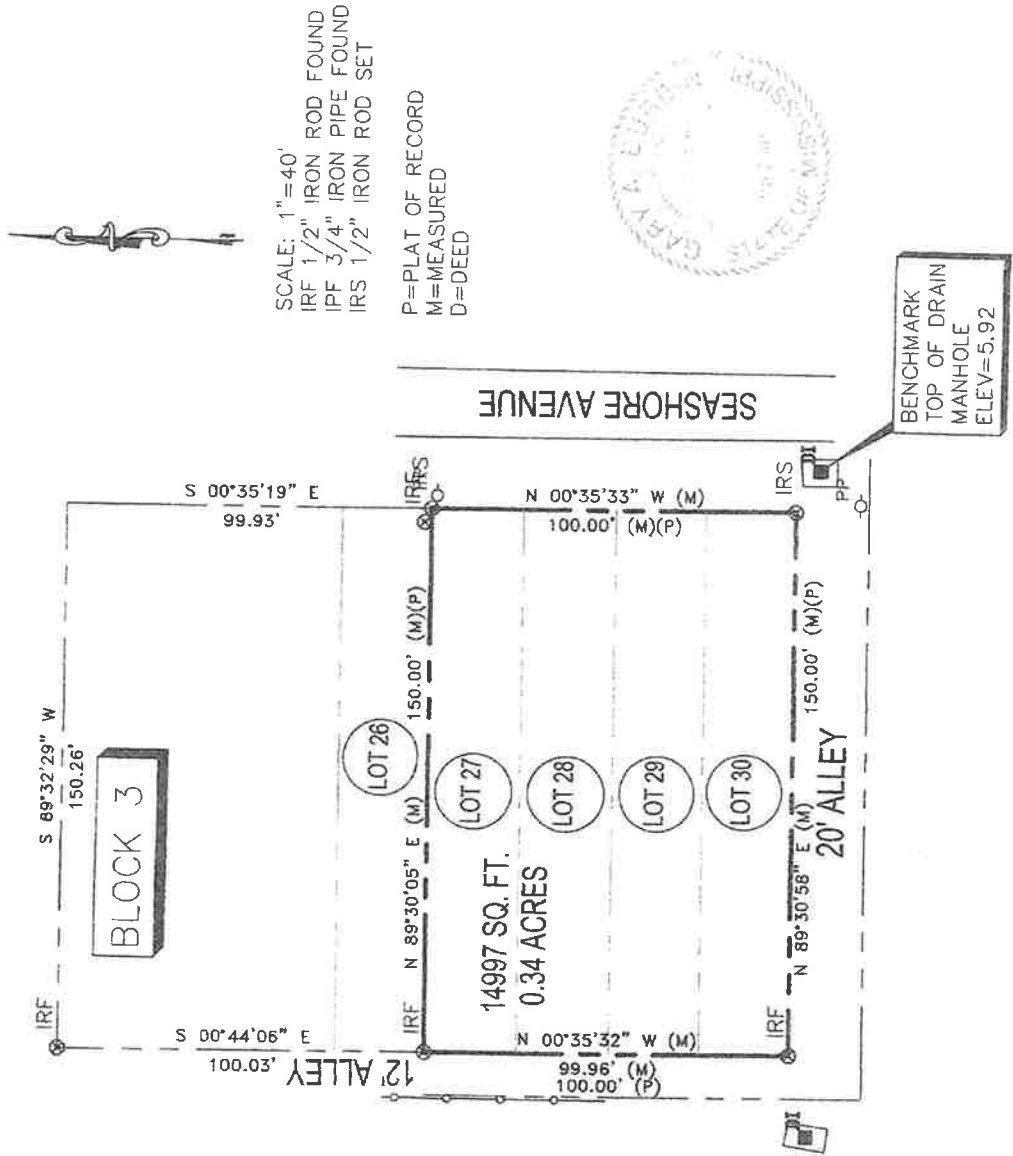
This property is situated in Zone "VE-22" per FEMA Flood Insurance Rate Map, City of Long Beach, Harrison County, Mississippi, Community Panel Number 28047C-0358-G, Revised: 6/16/09.

This is to CERTIFY that this plat or map and the survey on which it is based were made in accordance with "The Standards of Practice for Land Surveying in the State of Mississippi".

Gary A. Durbin
Gary A. Durbin, P.L.S. 2401
July 6, 2023

16024

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
2081 TRAILWOOD DRIVE, BILOXI, MS. 39532
PH. (228) 365-3632 Teelokga@aol.com



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

MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
City of Long Beach



LEGAL NOTICE
PUBLIC MEETING

In accordance with Section 4 of the City of Long Beach Sidewalk Ordinance 587 as amended by Ordinance 515, 616 and 547, notice is hereby given advising that the Planning and Development Commission for the City of Long Beach will hold a Public Meeting for the purpose of considering a Variance.

David Coens, 314 South Seashore Avenue, Long Beach, MS, 39550, has filed an application for a Variance in accordance with the Long Beach Sidewalk Ordinance. The applicant is requesting a variance from the placement of a sidewalk on a newly developed lot. The location of the requested Variance is 314 South Seashore Avenue, Tax Parcel 05121-03-006,000. The legal description is as follows:

LOTS 27 TO 30 BLK 3 WEST SEASHORE SEC 22-E-12

A public meeting to consider the above Variance will be held in the City of Long Beach, Mississippi, 39560, Thursday, January 12, 2023, at 5:30 p.m., in the Long Beach City Hall Meeting Room located at 201 Jeff Davis Avenue. The city encourages all residents, groups and organizations to contact the city if they have any questions concerning the Variance.

/s/ signed
Chairman
Planning Commission

201 Jeff Davis • PO, Box 929 • Long Beach, MS 39560 • (228) 863-1356 • FAX (228) 863-0622
www.cityoflongbeach.com

Table with 3 columns and 5 rows listing attendees: Avery, Stash James W Jr, Traboch Gerald I, Arbor Station V LLC, 898 Gulfside LLC, Gue Floyd E and Rita D, Girsberg Jordan S and Braufford Krisa, TNLProof LLC, Munger Roland, CP Homes LLC, Patrick Christopher E, Gottschalk Douglas Mcreau, Whalen Michael, Olenjnik Leslie Ann, Seashore Townhome Owners Assoc, Legaspi Armando A and Tessa T, Cox James Michael.

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

I, STACEY DAHI, the undersigned legal authority authorized to administer oaths in and for the parish of Jefferson, on this day personally appeared before me, TINA M BAI, 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 as follows, to-wit:

- 1. That she is the duly appointed and acting Minutes Clerk of the City of Long Beach, Mississippi, Planning and Development Commission.
2. That in such capacity, she is responsible for mailing Notices of Public Hearing for the purpose of notifying property owners within one hundred sixty feet (160') of the subject property, when applications for zoning map changes, variances, appeals, etc., are filed, all as stipulated in The Zoning Ordinance Number 587 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 December 16, 2022, she did cause to be mailed, Notice of Public Hearing, a copy of which is attached hereto, to sixteen (16) property owners within 160' of 314 South Seashore Avenue, Tax Parcel 05121-03-006,000, notifying them that a public meeting will be held January 12, 2023, to consider an application for a Variance submitted by David Coens.

Given under my hand this 16th day of December 2022.

Stacey Dahi
STACEY DAHI, (MINUTES CLERK)

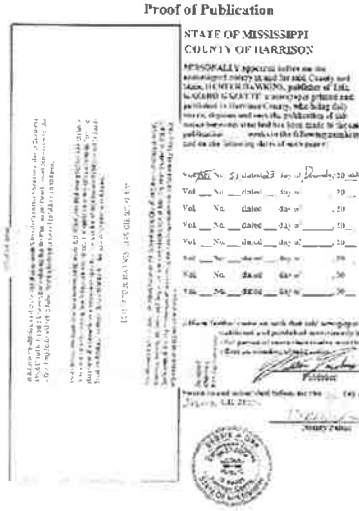
SWORN TO AND SUBSCRIBED before me on this 16th day of December 2022.



Tina M BAI
NOTARY PUBLIC

**MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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



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

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

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

Vice Chairman Barlow	Voted	Yay
Commissioner Walters	Voted	Yay
Commissioner Shaw	Voted	Yay
Commissioner Fields	Voted	Nay
Commission Kruse	Voted	Yay

The vote having received the affirmative vote of a majority of the Commissioners present and voting, Chairman Olaiivar 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 12th day of January 2023, in the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, and the same being the time, date and place fixed for holding said Regular Meeting.

**MINUTES OF JANUARY 12, 2023
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: Chairman Frank Olaivar, Vice Chairman Shawn Barlow, Commissioners Sawyer Walters, Justin Shaw, Chris Fields, and Marcia Kruse, Advisor Bill Hessel, Building Official Mike Gundlach, Building Inspector Ryan Ladner and Minutes Clerk Tina M. Dahl.

Absent the regular meeting were Commissioners Billy Suthoff, Michael Levens and Jennifer Glenn.

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 Vice Chairman Barlow and unanimously carried to approve the Regular Meeting minutes of December 8, 2022, as submitted.

It came for discussion under New Business, Planning Commission Approval, Application for Home Occupation, for property located at 9 Partridge Place, Tax Parcel 0511K-02-152.000, submitted by Leonard P and Christina F Edwards, as follows:

**MINUTES OF JANUARY 12, 2023
REGULAR MEETING**

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

ACCOUNT #	CITY OF LONG BEACH, MISSISSIPPI	APPLICATION YEAR 20 <u>22</u> THRU 20 <u>23</u>
APPLICATION FOR HOME OCCUPATION		
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
<input checked="" type="checkbox"/> NEW LICENSE	<input type="checkbox"/> LICENSE RENEWAL	<input type="checkbox"/> INFORMATION CHANGE
PROPERTY INFORMATION		
PHYSICAL STREET ADDRESS: <u>9 Partridge Place</u>	TAX PARCEL # <u>001K-005</u>	BUSINESS PHONE (Include area code): <u>228 323 0816</u>
Are you the legal owner of the above property? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 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.		
PART 1	PROPERTY OWNER NAME: <u>LEONARDO P AND CHRISTINA F EDWARDS</u>	
	PROPERTY OWNER MAILING ADDRESS: <u>9 PARTRIDGE PL</u>	CITY STATE ZIP CODE <u>Long Beach MS 39560</u>
BUSINESS INFORMATION		
	BUSINESS NAME / DBA: <u>EDWARDS Home Improvements</u>	BUSINESS PHONE: <u>228 323 0816</u>
PART 2	BUSINESS MAILING ADDRESS: <u>9 PARTRIDGE PL</u>	CITY STATE ZIP CODE <u>Long Beach MS 39560</u>
DESCRIPTION / TYPE OF BUSINESS: <u>Home Repairs</u>		
BUSINESS START DATE:	STATE TAX ID #	FEDERAL TAX ID #
		SSN (If you do not have a state tax ID)
Is a vehicle or trailer is used? <u>Yes</u> If yes, then approval must be granted by the Planning Commission.		
Vehicles and Trailers: all allowable home occupations listed herein, in which use of any vehicle or trailer is required, shall require approval of the Planning Commission. The applicant for approval shall submit to the Planning Commission a site plan that will detail the property dimensions, abutting streets, all buildings, driveways and proposed parking of all vehicles. The site plan will address where vehicles, equipment and supplies will be stored. The business shall be limited to one (1) work vehicle (no greater in capacity of size and weight than a one-ton pick-up truck) and one (1) trailer (no longer than twenty-four (24) feet). A work trailer must be parked in the rear of property, only, and screened from view of adjacent neighbors. Storage of equipment or supplies must be kept within the confines of the work vehicle, trailer, or the principle structure. No repairs of equipment or vehicle for the business will be conducted on the property. The business must comply with all other zoning and building code requirements.		
ADDITIONAL INFORMATION		
<ul style="list-style-type: none"> OWNERSHIP: Please provide a recorded warranty deed or current lease; if such dwelling is being leased/rented a written letter from the landlord granting permission must be attached to this application. FEES: Attach a check in the amount of \$80.00, this is the application fee for the Home Occupation, checks should be made payable to the City of Long Beach. <u>Your privilege license will cost you \$20.00.</u> MEETING (if needed): You must attend the Planning Commission meeting, not attending may cause your application for home occupation to be denied or withheld. INCOMPLETE applications will not be processed. 		
AFFIDAVIT		
I hereby certify that I have read this application and that all information contained herein is true and correct; that I have been given a copy of Section 127, HOME OCCUPATIONS of the Unified Development Ordinance 598 (see back) and that I agree to comply with all applicable codes, ordinances and state laws.		
<u>LEONARDO P EDWARDS</u>		
PRINT NAME:	SIGNATURE	DATE
FOR OFFICE USE ONLY		
Date Received <u>12-28-22</u>	Zoning <u>R-1</u>	Year <u>2022</u>
Bill	Amount Due <u>80.00</u>	Check Number

Revised 8/8/2014

MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

JULIEN K. BYRNE III
ATTORNEY AT LAW
311 E SECOND STREET
PASS CHRISTIAN, MISSISSIPPI 39571

SCANNED



J. K. Byrne III 1st Judicial District
Instrument 2013 9466 D -J1
Filed/Recorded 12/27/2013 01:30 P
Total Fees \$ 12.00
2 Pages Recorded

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

RETURN TO:
Julien K. Byrne III
Attorney at Law
311 East Second St.
Pass Christian, MS 39571
(228) 452-9408

STATE OF MISSISSIPPI
COUNTY OF HARRISON



QUITCLAIM 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, WE, **SHELDA JONES and CAROL HERR**, of 11 Partridge Place, Long Beach, MS 39560, 228-380-6851, do hereby sell, convey and quitclaim unto **CHRISTINA EDWARDS**, of 9 Partridge Place, Long Beach, MS 39560, 228-3223-1838, all of our title, right and interest in and to the following described real property situated in the Harrison County, Mississippi, described as:

Lot 64, PECAN PARK SUBDIVISION, PART V, as per the official map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, First Judicial District, Mississippi.

Thee subject property forms no part of the homestead of Grantors herein.

WITNESS our signatures this 27 day of December, 2013.

Shelda Jones

SHELDA JONES

Carol Herr

CAROL HERR

**MINUTES OF JANUARY 12, 2023
REGULAR MEETING**

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

After considerable discussion, Commission Walters made motion, seconded by Commissioner Shaw and unanimously carried recommending approval as submitted.

It came for discussion under New Business a tree removal for the property located at 129 Richards Avenue, Tax Parcel 0711M-03-031.000, submitted by Michael C. Mulligan, as follows:

MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

APPLICATION FOR TREE PERMIT

OFFICE USE ONLY	
Date Received	12-10-22
Zoning	R-1
Agenda Date	1-12-23
Check Number	8702

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

MCM 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.

MCM 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.

MCM 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: Dec 5, 22

PROPERTY INFORMATION

TAX PARCEL # 0711M-03-031.000

Address of Property Involved: 129 Richards Ave

Property owner name: Michael C Mulligan

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: same

Phone No. 228 234-0277

CONTRACTOR OR APPLICANT INFORMATION

Company Name: Homeowner

Phone No. 228 234-0277 Fax: _____

Name Michael C Mulligan

Address 129 Richards Ave

PERMIT INFORMATION

Permit for: Removal Trimming _____ Pruning _____

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

See attached sheet and pictures

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.

Michael C Mulligan Dec 5, 22
Signature Date

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

MCM 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.

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

MCM OWNERSHIP: Please provide a recorded warranty deed.

MCM 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.

MCM 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.

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

MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

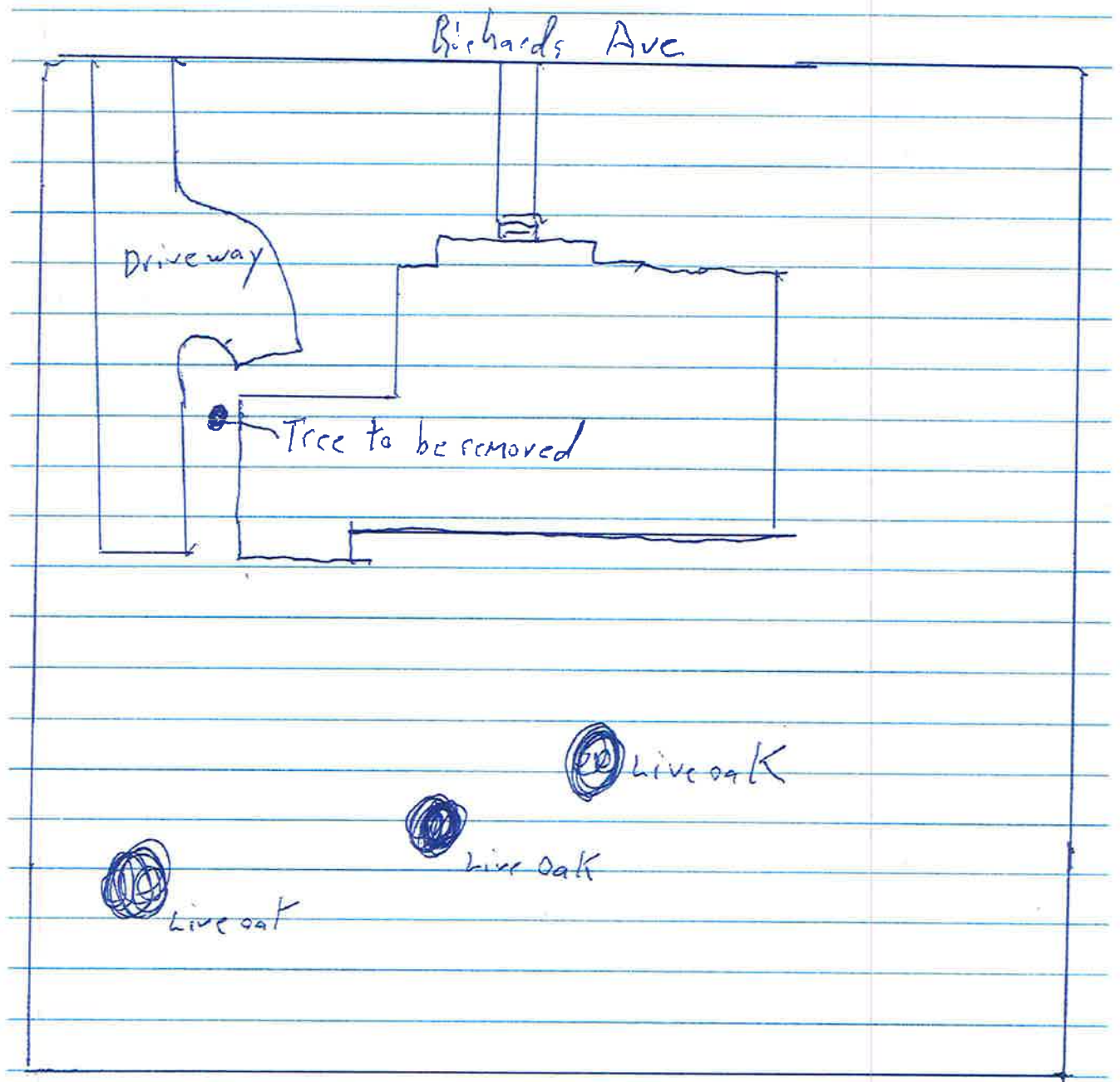
Michael Mulligan

228-234-0277

Reasons for removal:

I planted the tree 37 years ago.
In recent years, the roots have infiltrated my
sewage system and lifted my driveway in places.

Now, it's been brought to my attention that it's
lifting and cracking my house foundation, which
is block chain wall with solid fill.



**MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

STATE OF MISSISSIPPI
COUNTY OF HARRISON
No. 1013-101

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 of which is hereby acknowledged, I, the undersigned, JOE BEN HAWKINS, do hereby sell, convey and warrant unto MICHAEL MULLIGAN and wife, SHARON MULLIGAN, the following described property, being situated and located in the County of Harrison, State of Mississippi, and being more particularly described as follows, to-wit:

The South 20 feet of Lot 17 and the North 30 feet of Lot 18, in Block 1 of RICHARD'S SUBDIVISION in the City of Long Beach, Mississippi as per map or plat thereof recorded in Book 5, page 18 of the Records of Plats on file in the office of the Chancery Clerk of Harrison County, Mississippi.

ALSO:

A parcel of land situated within the Window N. Ludner Tract in the City of Long Beach, Mississippi and described as beginning at a point 30 feet South of the Northeast corner of Lot 18, in Block 1 of RICHARD'S SUBDIVISION as above described. From said point of beginning, run thence East a distance of 112 feet to a point; run thence North a distance of 40 feet to a point; run thence West a distance of 112 feet to a point on the East line of Lot 17, in Block 1 of RICHARD'S SUBDIVISION; run thence South a distance of 40 feet to the point of beginning.

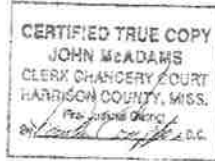
This conveyance is subject to all restrictions, rights-of-ways, easements and reservations of oil, gas and other minerals of record of existing pertaining to said property.

WITNESS my signature, this 3rd day of June, 1985.

Joe Ben Hawkins
JOE BEN HAWKINS

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named JOE BEN HAWKINS, who acknowledges that he signed and delivered the above



1013-102

and foregoing Warranty Deed on the day and year therein mentioned.

Given under my hand and official seal of office, this 3rd day of June, 1985.

My Commission Expires:

August 19, 1986

John McAdams
NOTARY PUBLIC



STATE OF MISSISSIPPI, COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT:
I hereby certify that this instrument was read and filed for record at _____ o'clock on the _____ day of _____, A.D. 1985, and recorded in the presence of _____
Book 1013 Page 101-102
By *David Aspet*
DAVID ASPET, Notary Public

MEMORANDUM

Date: January 4, 2023
To: City of Long Beach Planning Commission
From: Long Beach Tree Board
Re: Tree Removal Application -129 Richards Ave

The tree is growing too close to the home and could cause structural damage. No objection.

**MINUTES OF JANUARY 12, 2023
REGULAR MEETING**

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

It came for discussion under New Business a tree removal for property located at 20005 Patton Road, Tax Parcel 0511I-01-045.000, submitted by Herschel Dubuisson, as follows:

**MINUTES OF JANUARY 12, 2023
REGULAR MEETING**

LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

APPLICATION FOR TREE PERMIT

OFFICE USE ONLY	
Date Received	12-6-22
Zoning	R-1
Agenda Date	1-12-23
Check Number	8702

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

MCM 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.

MCM 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.

MCM 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: Dec 5, 22

PROPERTY INFORMATION

TAX PARCEL # 0711M-03-031.000

Address of Property Involved: 129 Richards Ave

Property owner name: Michael C Mulligan

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: 592C

Phone No. (228) 234-0277

CONTRACTOR OR APPLICANT INFORMATION

Company Name: Homeowner

Phone No. 228-234-0277 Fax: _____

Name Michael C Mulligan

Address 129 Richards Ave

PERMIT INFORMATION

Permit for: Removal Trimming _____ Pruning _____

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

See attached sheet and pictures

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.

Michael C Mulligan Dec 5, 22
Signature Date

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

MCM 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.

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

MCM OWNERSHIP: Please provide a recorded warranty deed.

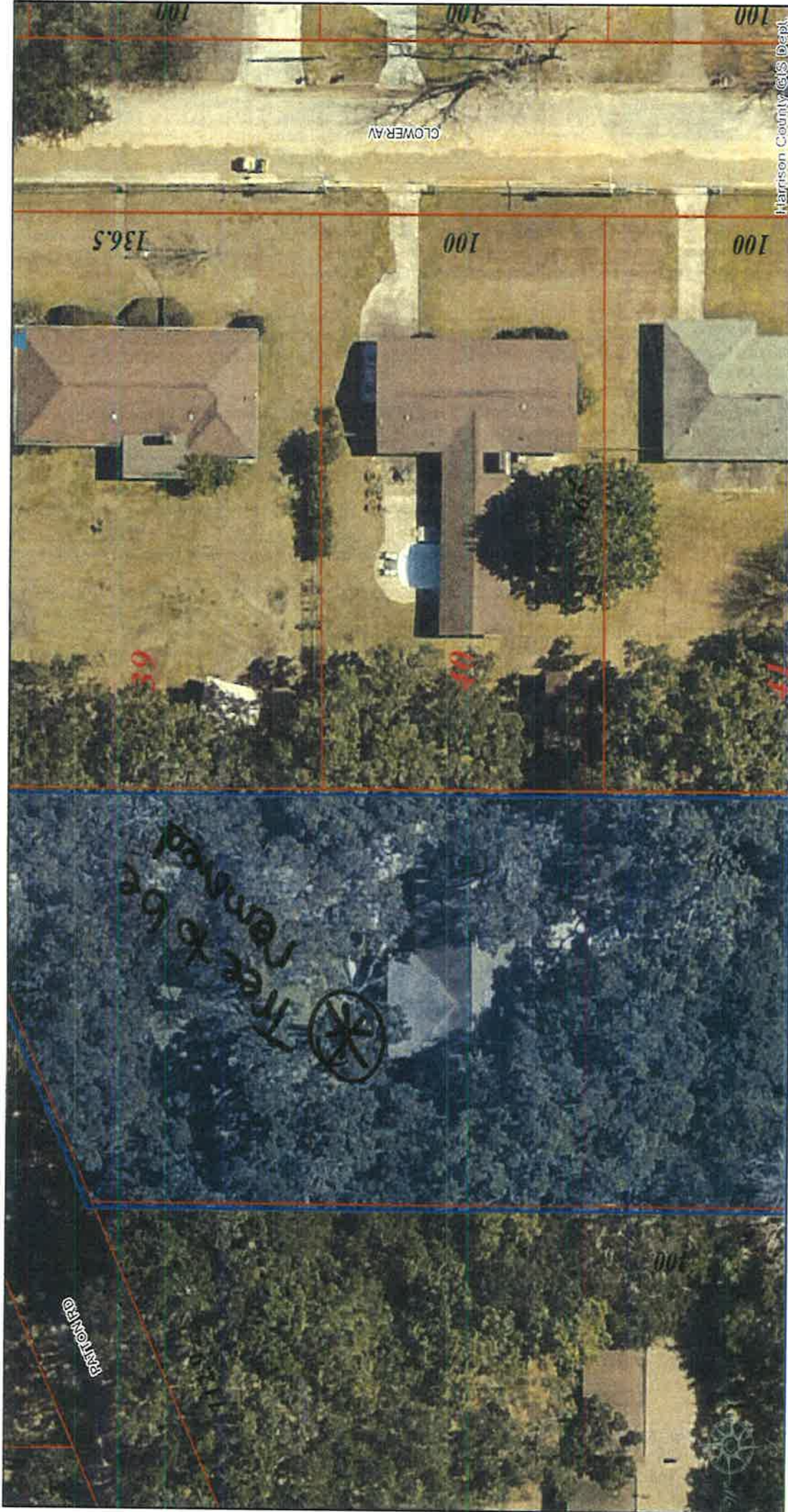
MCM PERMIT FEES: Upon issuance of a Tree Removal Permit, the permit fee will be as follows: For removal of a tree or trees where such removal of such tree or trees is necessitated by material damage caused by such tree or trees to permanent improvement or improvements on the parcel where such tree or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

MCM 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.

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

MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

My Map



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.

MAP DATE: December 13, 2022

MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



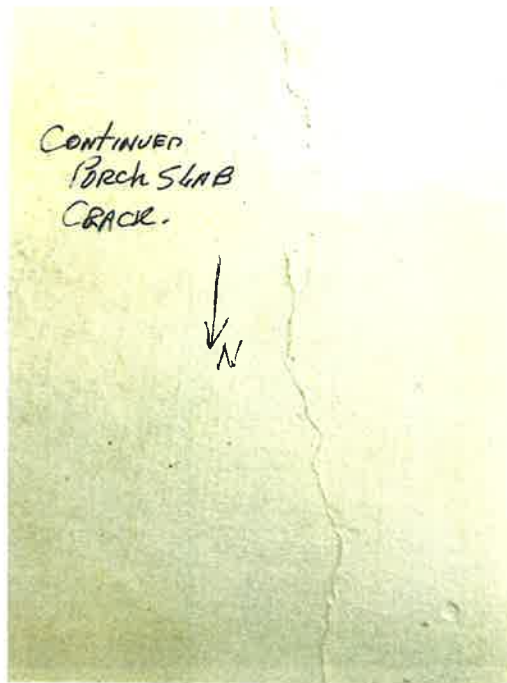
TREE TO REMOVE → N



TREE TO REMOVE ↓ N



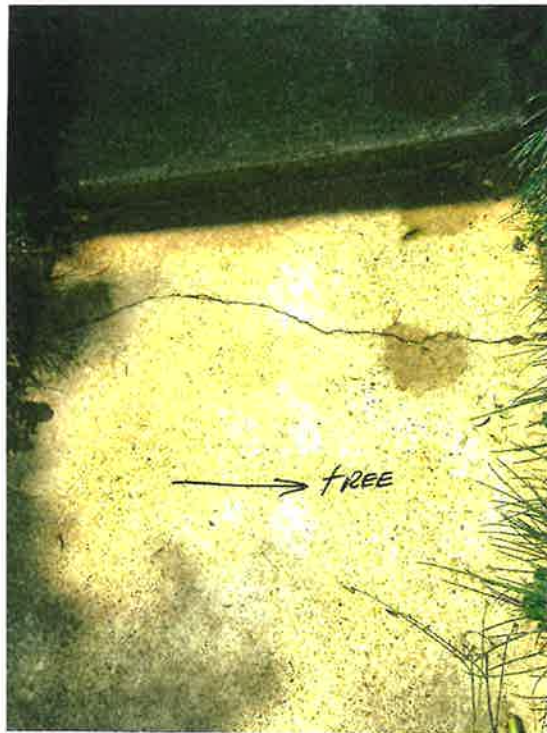
MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



BIG ROOT GROWING UNDER
HOUSE FOUNDATION



SIDEWALK CRACK ↓N

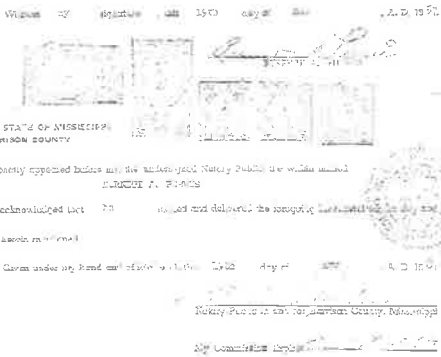
MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

THE STATE OF MISSISSIPPI
HARRISON COUNTY

BEFORE ME, the undersigned authority, on this 12th day of January, 2023, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires _____.

WITNESSE MY HAND AND SEAL OF OFFICE this 12th day of January, A.D. 2023.



THE STATE OF MISSISSIPPI
HARRISON COUNTY

Notary Public for the State of Mississippi

MEMORANDUM

Date: January 4, 2023
To: City of Long Beach Planning Commission
From: Long Beach Tree Board
Re: Tree Removal Application – 20005 Patton Rd

The tree was planted too close to the home and is causing structural damage. No objection.

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

It came for discussion under New Business a tree removal for property located at 100 Quarles Street, Tax Parcel 0611E-03-047.000, submitted by Susan and Richard Kalber, as follows:

**MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



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

OFFICE USE ONLY
Date Received 12-28-22
Zoning R-1
Agenda Date 1-12-23
Check Number 5751

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

SRK 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.

SRK 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 definitely formed crowned.

SRK 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: 12-22-22

PROPERTY INFORMATION

TAX PARCEL # 0611E -03-049,000

Address of Property Involved: 100 Quarles St

Property owner name: Susan + Richard Kalber
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: 3707 College Park Circle
Huntsville, AL 35805
Phone No. (256) 286-3376

CONTRACTOR OR APPLICANT INFORMATION

Company Name: _____

Phone No. 256-286-3376 Fax: _____

Name Susan Kalber

Address 3707 College Park Circle
Huntsville, AL 35805

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)

The live oak should have been removed when the house was built. It has raised the driveway several inches and root mass is stacking up on the drive. Branches are totally in the power + communication pole lines

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.

Susan Kalber 12-22-22
Signature Date

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

SRK 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 diseased 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.

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

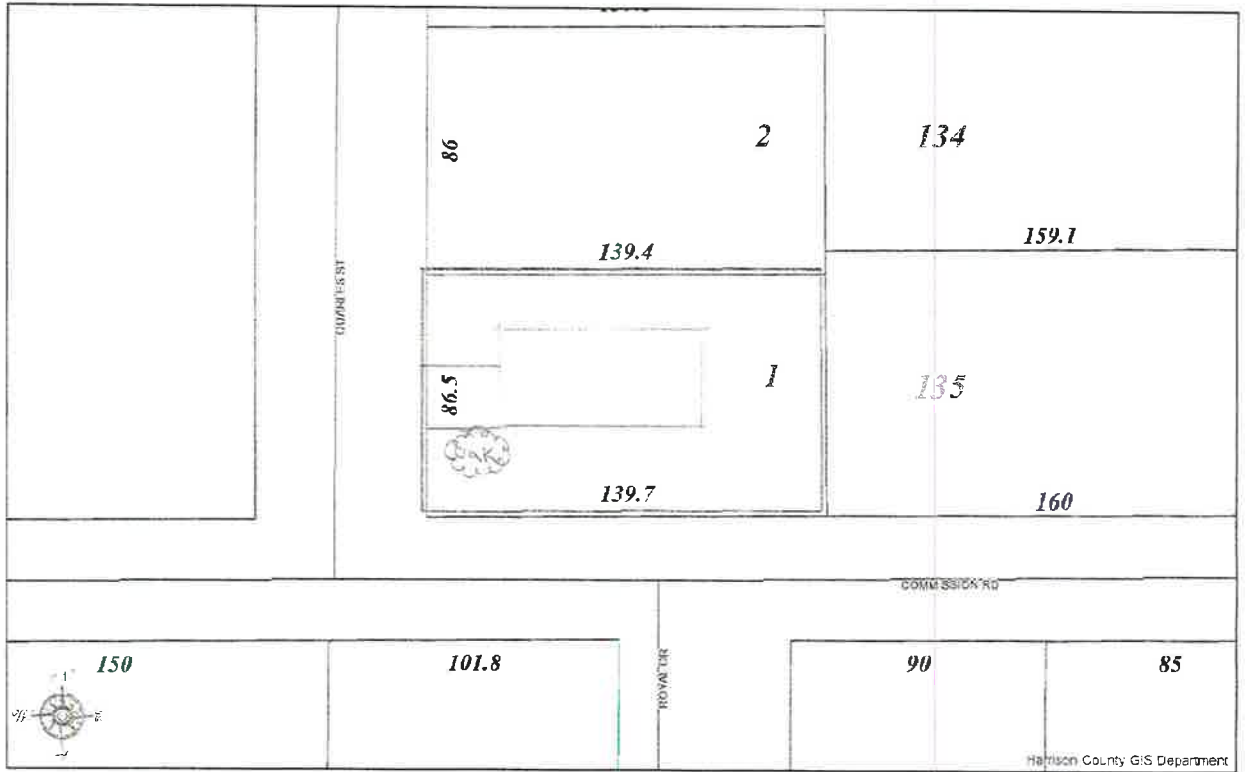
SRK OWNERSHIP: Please provide a recorded warranty deed.

SRK 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.

SRK 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.

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

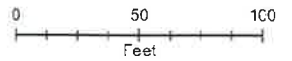
MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
100 Quarles



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 CONSIDERED AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP. TAL FLURRY, TAX ASSESSOR.

MAP DATE: November 11, 2021



**MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



1st JUDICIAL DISTRICT
Instrument 2022-0022954-D-J1
Filed/Recorded 09/12/2022 10:53:01 AM
Total Fees \$3.00
2 Pages Recorded

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

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

File No. F220354E

Grantors:
Robert John Lloyd, III
Shayna Lee Lloyd
13440 Spring Water Drive
Gulfport, MS 39502
(228) 607-1548

Grantees:
Richard W. Kalber
Susan R. Kalber
3707 College Park Circle
Huntsville, AL 35805
(256) 260-3376

INDEXING INSTRUCTIONS: Lot 1, Replat of Daugherty Park 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, we, Robert John Lloyd, III and Shayna Lee Lloyd, do hereby sell, convey and warrant unto Richard W. Kalber and Susan R. Kalber, as joint tenants with right of survivorship and not as tenants in common, all of that certain tract, piece or parcel of land situated in the First Judicial District of Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereto hereunto being, and being more particularly described as follows, to-wit:

Lot 1, Replat of Daugherty Park 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 24, at Page 9.

This being the same property as that conveyed to Robert John Lloyd, III and Shayna Lee Lloyd, by Instrument recorded in Instrument No. 2021 12006 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 with this deed 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) quitclaim 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 OUR SIGNATURES on this the 31st day of August, 2022.

Robert John Lloyd, III
Shayna Lee Lloyd

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME the undersigned authority in and for the jurisdiction aforesaid, Robert John Lloyd, III and Shayna Lee Lloyd, who acknowledged before me that they 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 31st day of August, 2022.

(AFFIX SEAL) My commission expires 08/31/2024

NOTARY PUBLIC

**MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
MEMORANDUM**

Date: January 4, 2023

To: City of Long Beach Planning Commission

From: Long Beach Tree Board

Re: Tree Removal 100 Quarles St.

The tree was planted too close to the home and is causing structural damage. No objection

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

It came for discussion under New Business a tree removal for property located at 1211 East Old Pass Road, Tax Parcel 0711M-02-037.000, submitted Jeffrey L. Haveman, as follows:

**MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



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

APPLICATION FOR TREE PERMIT

OFFICE USE ONLY
Date Received 12-28-22
Zoning R-1
Agenda Date 1-12-23
Check Number Cash

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

PH 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.

PH 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.

PH 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: 12/21/22

PROPERTY INFORMATION

TAX PARCEL # 0711M-02-037.000

Address of Property Involved: 1211 E. OLD PASS RD

Property owner name: Jeffrey L Haveman

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: 1211 E. OLD PASS RD

Phone No. (66) 510-7977

CONTRACTOR OR APPLICANT INFORMATION

Company Name: THE TREE GUYS

Phone No. 228-731-0769 Fax: _____

Name TODD STOGNER

Address 11060 LONDON LAKE BLVD, GULFPORT

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)

THE CIRCUMFERENCE TREE IS LESS THAN 4 FEET FROM MY HOUSE. THE ROOT BALL IS PUSHING ON THE FOUNDATION WHICH WILL SOON LIFT THE STRUCTURE, IF IT HAS NOT ALREADY.

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 12/21/22

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

PH 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 a specify how to maintain them 5) designate trees to be removed and the trees to be maintained, and 5) location of existing and/or proposed structures.

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

PH OWNERSHIP: Please provide a recorded warranty deed.

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.

REPLANTING: As a condition of granting the tree removal permit, the City, acting by or through its Mayor and Board of Aldermen, may require the applicant to relocate or replace tree 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.

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

**MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



SCANNED



1st JUDICIAL DISTRICT
Instrument 2022-0024004-D-11
Filed/Recorded 09/22/2022 10:07:01 AM
Total Fees 28.00
7 Pages Recorded

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

Grantor:
The Estate of Vera Louise Yeager Smith
13835 Spanish Oak Drive
Baton Rouge, LA 70818
(225) 838-5855

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

Grantees:
Jeffrey L. Haveman
Lillian C. Haveman
1211 E. Old Pass Road
Long Beach, MS 39560
(616) 510-7977

File #F220366S

INDEXING INSTRUCTIONS: E. 15 ft. of Lots 32 & all of Lots 33 & 34, Blk 12 of Old Plantation Addition, 1st JD, Harrison County, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

EXECUTOR'S 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, Glen Carroll Smith, acting as the duly appointed Executor of The Estate of Vera Louise Yeager Smith aka Vera Louise Smith, do hereby distribute, transfer, and convey unto Jeffrey L. Haveman and Lillian C. Haveman, as joint tenants with right of survivorship and not as tenants in common, all of that certain tract, piece or parcel of land situated in the First Judicial District of Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereto belonging, and being more particularly described as follows, to-wit:

The East 15 feet of Lot 32 and all of Lots 33 and 34, Block 12 of Old Plantation Addition, City of Long Beach, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi, in Plat Book 4, at Page 16.

This being the same property as that conveyed to Vera Louise Smith, by instrument recorded in Instrument No. 2018-8379-D-11, Land Deed Records in the First Judicial District of Harrison County, Mississippi.

MEMORANDUM

Date: January 4, 2023
To: City of Long Beach Planning Commission
From: Long Beach Tree Board
Re: Tree Removal 1211 E. Old Pass Rd

The tree was planted too close to the home and could cause structural damage. No objection

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

It came for discussion under New Business a tree removal for property located at 209 Hawthorne Drive, Tax Parcel 0512A-01-001.005, submitted by John Mark and Sherry Mae Bestoca, as follows:

MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

APPLICATION FOR TREE PERMIT

OFFICE USE ONLY
Date Received 12-28-22
Zoning R-1
Agenda Date 1-12-23
Check Number 1207

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

JB 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 acsthetics, or satisfying a specific need. The City of Long Beach does recommend you obtain a licensed Arborist for your and the tree protection.

JB 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.

JB 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: 12/20/2022

PROPERTY INFORMATION

TAX PARCEL # 0512A-01-001.025

Address of Property Involved: 209 HAWTHORNE DR-

Property owner name: JOHN HAACK & SHERY MAE BOSTON

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: 209 HAWTHORNE DR LONG BEACH

Phone No. (601) 810-9873

CONTRACTOR OR APPLICANT INFORMATION

Company Name: SOUTHERN TREE & TURF

Phone No. 228 760-5816 Fax: _____

Name PATRICK BLAKE

Address 139 CENTRAL AVE LONG BEACH MS

PERMIT INFORMATION

Permit for: Removal Trimming _____ Pruning _____

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

(use separate sheet if needed)
INTERNAL DECAY DUE TO INSECT INFESTATION.

IT'LL CAUSE A BIG DAMAGE ON THE AWE

STRUCTURE IF IT SHOULD FALL OR DROP

BRANCHES THE TREE IS ABOUT 10 FT TO COVER
MY HOUSE.

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 12/20/2022

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

JB 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.

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

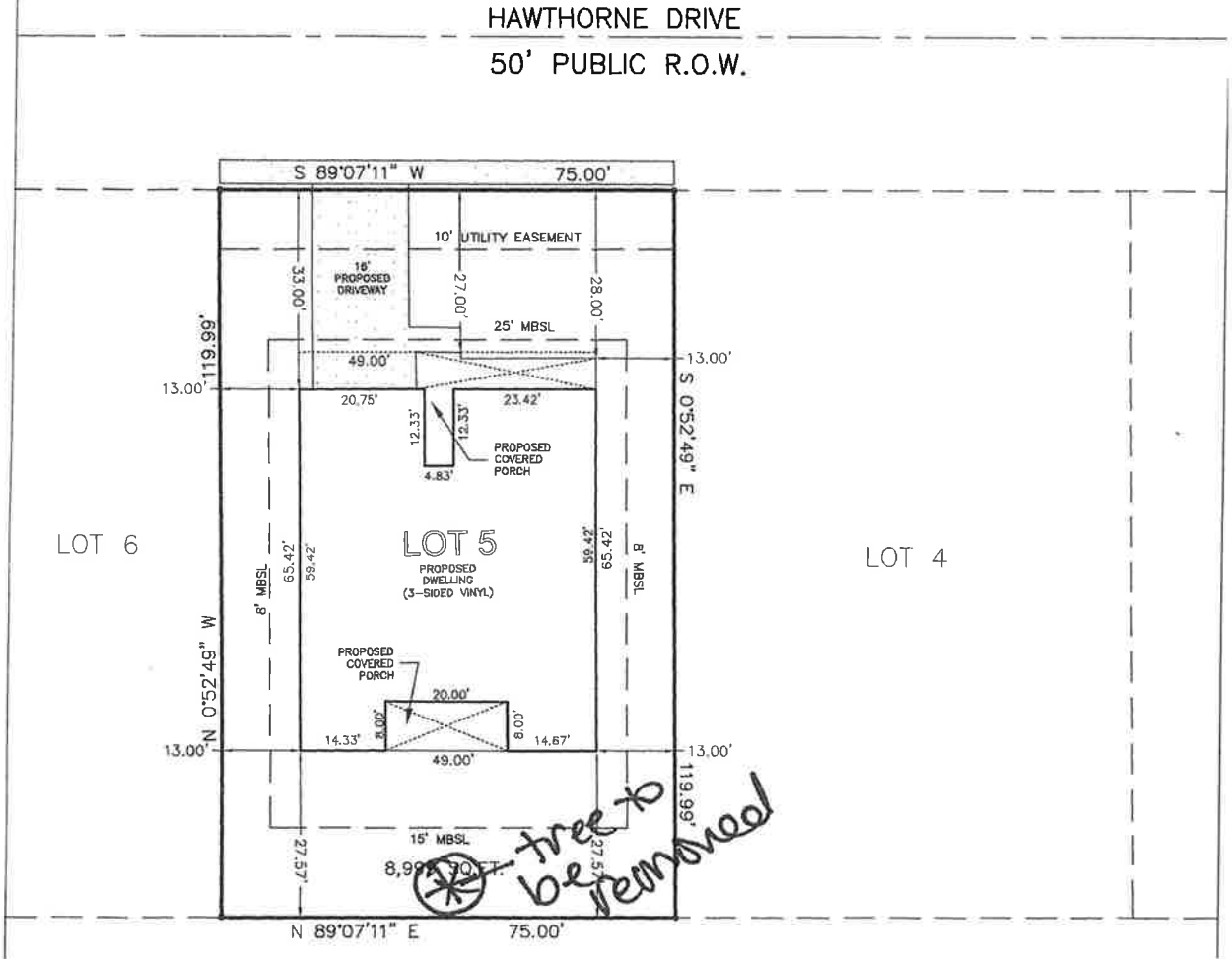
JB OWNERSHIP: Please provide a recorded warranty deed.

JB 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.

JB 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.

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

MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



**MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

TITLE INSTRUMENT WAS PREPARED BY:
Matthew E. Perkins, MSB 102353
4224 Castorosa Avenue
Miss Point, MS 39563
Phone: (228) 460-8243

WHEN RECORDED RETURN TO:
DHL Title of Alabama, 3764 Del. Title of
Mississippi
Attention: Rosanna D'Angelo
913 Lomax Manor Drive
Biloxi, MS 39532
Phone: (228) 207-1340
File No.: 469-7-298 (271)

GRANTOR'S ADDRESS AND TELEPHONE NUMBER:
D.R. Horton, Inc. - Birmingham
25366 Profit Drive
Tupelo, AL 36828
Phone: (228) 207-1940

GRANTEE'S ADDRESS AND TELEPHONE NUMBER:
Jill & Mark DeLuse
Sherry Mae DeLuse
209 Hawthorne Drive
Long Beach, MS 39560
501-816-9173

In Witness Whereof, I, the Notary Public, have hereunto set my hand and the seal of my office at the place and date above written.

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of \$100,000.00 DOLLARS (\$100,000) cash in hand paid, and otherwise, legal and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, D.R. HORTON, INC., a Birmingham, Alabama corporation ("Grantor") hereby conveys, bargains, sells, conveys and warrants SPECIALTY to JOHN MARK DELOUSE and SHERY MAE DELOUSE, husband and wife, as joint tenants with full right of survivorship and not as tenants in common ("Grantee") subject to all matters, exceptions and reservations denoted below and on Exhibit A attached hereto, the certain real property, situated in County of Harrison, State of Mississippi particularly described as follows (the "Property").

Lot 5, Old Town Castorosa North Subdivision, a subdivision according to its official map or plat thereof, filed and of record in the Office of the Chancery Clerk of the First (1st) Judicial District of Harrison County, Mississippi, in Plat Book 60, at Page 12-13, to which is hereby made reference and as a part of this description.

And, except as to the matters specified below, Grantor will, only warrant and forever defend the right title and interest in the above described property unto the said Grantee against the claims of those persons lawfully claiming by through or under Grantor, but not otherwise.

THIS CONVEYANCE AND THE WARRANTIES HEREUNDER ARE MADE SUBJECT TO THE FOLLOWING EXCEPTIONS:

- 1. Lien for ad valorem taxes for the current tax year against the Property not yet due and payable, which said Grantee agrees to pay when due.
- 2. Zoning ordinance affecting the property.
- 3. City, drainage and other easements affecting the Property (2001) which the residence located on the property does not encroach.
- 4. Subdivision covenants, conditions and restrictions.
- 5. All matters shown on the final plat for the subdivision where the Property is located.
- 6. All gas conveyances and/or reservations of all rights, uses and interests by all oil, gas, water, petroleum, natural gas, coal, lignite and other minerals and hydrocarbons, and all geothermal energy and resources, located in whole or in part on, or under the Property and/or that may be produced or extracted from the Property.
- 7. Any and all other easements, rights of way and restrictions of record affecting title to the Property.
- 8. Any matters that would be shown or revealed by a current survey of the Property.
- 9. All matters set forth on Exhibit A attached hereto.

WITNESSE THE SIGNATURE OF THE GRANOR, made this 4th day of September 2021, although actually executed on the date set forth in the acknowledgment below.

D.R. HORTON, INC. Birmingham, an Alabama corporation
By: *[Signature]*
Name: Lee McMurphy
As Its Assistant Secretary

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me this undersigned authority in and for the said county and state, on this 4th day of September 2021, within my jurisdiction, the within named Lee McMurphy, who acknowledged that she is the Assistant Secretary of D.R. HORTON, INC. - Birmingham, an Alabama corporation, and that she and or behalf of the said corporation, and as its duly authorized officer, executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

(A Notary Public Seal)
[Signature]
My commission expires July 17, 2025

MEMORANDUM

Date: January 4, 2023
To: City of Long Beach Planning Commission
From: Long Beach Tree Board
Re: Tree Removal 209 Hawthorne Dr.

The subject Live Oak tree is not causing damage to the home. Two small limbs extend approximately two feet over a patio area, but do not threaten the structure. Small broken limbs and twigs have accumulated in the branches and should be removed. Overall the tree is healthy, but needs to be properly trimmed and maintained.

The Tree Board recommends that the homeowners have the tree trimmed and cleaned up rather than resorting to removal.

**MINUTES OF JANUARY 12, 2023
REGULAR MEETING**

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

It came for discussion under New Business, a Short-Term Rental for property located at 426 Russell Avenue, Unit A, Tax Parcel 0612I-02-021.000, submitted by Sidney Magill (owner) and Beachy Bookings LLC, Tanya Darrow (property manager), as follows:

MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

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

PROPERTY INFORMATION:
ADDRESS: 426 Russell Ave Long Beach Tax Parcel # 06127-0-021-000
(Location of Short-Term Rental) Unit A

OWNER'S INFORMATION:
Property Owner's Name: Sidney Magill
Property Owner's Address: 23 N 1100 E Layton UT 84040
Property Owner's Mailing Address, if different from above:

Property Owner's Phone No: 801540 6401 City State Zip
Email Address: Sid.magill@aol.com

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

PROPERTY MANAGER INFORMATION:
Property Manager's Name: Beachy Bookings LLC, Tanya Darrow
Property Manager's Address: (Must be a local contact)
46 E Pers Rd Gulfport MS 39507
City State Zip

Property Manager's Phone No: 228 229 2275 Email Address: beachybookingsllc@gmail.com

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

Tanya Darrow PRINT NAME SIGNATURE DATE 15 Dec 2022

BELOW IS FOR OFFICE USE ONLY

Maximum Occupancy: 2	Maximum Vehicles allowed: 2	Number of bedrooms: 1	Number of people home can accommodate: 2
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I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES; AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.

Building Official Signature: Ryan Lark Date: 1/12/23
Fire Inspector Signature: Date:

COMMENTS:

Date Received: 12-28-22
Agenda Date: 1-12-23
Amount Due/Paid: 200.00
Payment Method: 937

MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



I Sidney M Magill, owner of the property located at
426 Russell Ave Unit# A, Tax Parcel 06127-02-021.000

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.

Sid Magill doLoop verified
12/18/22 8:11 PM MST
FVSL-EDIS-QWE-BNWC

signature

12/18/2022

date

Beachy Bookings, LLC. Short Term Rental Agreement

Address: 426 RUSSELL AVE UNIT A LONG BEACH, MS

This Rental Agreement and Contract (the "Agreement") is a legally binding agreement made and entered into as of the Reservation Date written below by and between the undersigned person(s) or company (the "Guest") and the undersigned owner, manager or agent ("Rental Agent"), pursuant to which the Guest has agreed to rent the residence described below (the "Property"), for the duration of the Rental Term for the Total Rental Fee and other good and valuable consideration as described herein.

OCCUPANCY

Guest agrees that no more than _____ persons shall be permitted on the Property at any time during the Rental Term, all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement.

CONDITION AND USE OF PROPERTY

The Property is provided in "as is" condition. Rental Agent shall use its best efforts to ensure the operation of all amenities in the Property, such as internet access, satellite or cable TV access or hot tubs, fireplaces as applicable. Rental Agent shall not be held responsible for such item's failure to work but will make every effort to correct any issues as reported as quickly as possible. Guest acknowledges that use of amenities such as hot tubs, pools, spas, fireplaces, decks, and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at the Guest's own risk.

Guest shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and always keep the Property in clean and sanitary condition. Guest and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbors, nor shall Guest use the Property for any immoral, offensive, or unlawful purposes, nor violate any law, association rules or ordinance, nor commit waste or nuisance on or about the Property.

DEFAULT

If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all Guest's property and belongings, and leave the Property in good order and free of damage. No refund of any portion of the Total Rental Fee shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.

ASSIGNMENT OR SUBLEASE

Guest shall not assign or sublease the Property or permit the use of any portion of the Property by other persons who are not family members or guests of the Guest and included within the number of and as permitted occupants under this Agreement.

RISK OF LOSS AND INDEMNIFICATION

Guest agrees that all private property, furnishings, personal affects, and other items brought into the Property by Guest, or their permitted guests and visitors shall be at the sole risk of Guest about any theft, damage, destruction or other loss and Rental Agent shall not be responsible or liable for any reason whatsoever.

Guest hereby covenants and agrees to indemnify and hold harmless Rental Agent and their agents, owners, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorneys fees incurred by Guest, permitted guests, visitors or agents, representatives or successors of Guest due to any claims relating to destruction of property or injury to persons or loss of life sustained by Guest or family and visitors of Guest in or about the Property and Guest expressly agrees to save and hold Rental Agent harmless in all such cases.

RELEASE

Guest hereby waives and releases any claims against Rental Agent, the Property owner and their successors, assigns, employees, or representatives, officially or otherwise, for any injuries or death that may be sustained by Guest on or near or adjacent to the Property, including any common facilities, activities, or amenities. Guest agrees to use any such facilities or amenities entirely at the Guest's own initiative, risk, and responsibility.

MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

ENTRY AND INSPECTION

Rental Agent reserves the right to enter the Property at reasonable times and with reasonable advance notice for the purposes of inspecting the Property or showing the Property to prospective purchasers, renters, or other authorized persons. If Rental Agent has a reasonable belief that there is imminent danger to any person or property, Rental Agent may enter the Property without advance notice.

UNAVAILABILITY OF PROPERTY

In the event the Property is not available for use during the Rental Term due to reasons, events, or circumstances beyond the control of Rental Agent, Rental Agent will apply due diligence and good faith efforts to locate a replacement property that equals or exceeds the Property with respect to occupancy capacity, location and value that meets the reasonable satisfaction of the Guest. If such replacement property cannot be found and made available, Rental Agent shall immediately return all payments made by the Guest, whereupon this Agreement shall be terminated, and Guest and Rental Agent shall have no further obligations or liabilities in any manner pertaining to this Agreement.

ADDITIONAL TERMS TO THE RENTAL AGREEMENT

In addition to the standard terms included herein, Guest acknowledges and agrees that the following additional terms and conditions apply to the Guest's rental of the Property:

GENERAL PROVISIONS

This Agreement contains the entire agreement between the parties regarding the rental of the Property, and any changes, amendments or modifications hereof shall be void unless the same are in writing and signed by both the Guest and the Rental Agent. This Agreement shall be governed by the laws of the State of Mississippi. The words "Rental Agent" and "Guest" shall include their respective heirs, successors, representatives. The waiver or failure to enforce any breach or provision of this Agreement shall not be considered a waiver of that or any other provision in any subsequent breach thereof. If any provision herein is held invalid, the remainder of the Agreement shall not be affected. Any notice required to be given under this Agreement shall be in writing and sent to the contact information included herein. This Agreement may be signed in one or more counterparts, each of which is an original, but taken together constitute one in the same instrument.

CHECK-IN TIME is AFTER 4 P.M. CST AND CHECKOUT is AT 10 A.M. CST.

There is no early check in or late check out.

SMOKING: Allowed outside only. If there is evidence of smoking in the house, then there will be an additional cleaning fee of \$100.00 added to the credit card on file.

We do not allow pets. The security deposit will be kept if there is evidence of an animal on the property.

OCCUPANCY: No persons other than those in the Guest party set forth below may stay overnight on the property. Maximum occupancy is _____ people including children. No more than _____ people can occupy the home over night. No guests allowed.

Must be twenty-one or older to make a reservation. Parties or large groups need management approval. Port a let us may be required, and additional fees are to be paid by renter. Keep the property and all furnishings in good order.

PARKING – Parking is limited to _____ vehicle(s). Vehicles are to be parked in designated parking areas only. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.

No firearms or fireworks allowed. You will be asked to leave immediately without a refund if you violate this rule. Please do not play loud music or musical instruments. No abusive noise will be tolerated.

A reservation deposit of \$ _____ is required upon booking. The deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied toward rent; however, it is fully refundable within (14) days of departure, provided the following provisions are met.

- No damage is done to unit or its contents, beyond normal wear and tear.
- No charges are incurred due to contraband, collection of rents or services rendered during the stay.
- All debris, rubbish and discards are placed in provided garbage tote, and soiled dishes are cleaned.
- All used towels are placed in a bathtub
- All keys are left on the kitchen table and unit is left unlocked.
- All charges accrued during the stay are paid prior to departure.
- No linens are lost or damaged.
- No early check-in or late checkout.
- No contamination of property with cigarette smoke or any other contaminate
- The vacationer is not evicted by the owner (or representative of the owner) or the local law enforcement.
- All furnishings inside and outside are in their proper place

If damages exceed the damage deposit, then the amount of damages will be due in full immediately.

Reservation Balance: 50% is due within five (10) days of booking. Remainder is due fourteen (14) days before your arrival date. (Unless other arrangements have been made)

INCLUSIVE FEES – Rates include a one-time linen & towel setup. You must bring sheets for the sofa bed if you need to use it.

Cancellation Policy: Management and Guest agreement is required to cancel a reservation. Guest can reschedule the reservation later.

NO DAILY HOUSEKEEPING SERVICE – While linens and bath towels are included in the unit, daily house cleaner service is not included in the rental rate. We suggest you bring beach towels. We do not permit towels or linens to be taken from the units. Upon exiting the home, please take out the trash, wash the dishes and put dirty towels in the tub. Keep the property and all furnishings in good order. There is a washer /dryer in each house for guest use. Please put the garbage cans out as specified by the signs on the posts. A onetime cleaning fee is added to your rental amount.

RATE CHANGES – Rates subject to change without notice.

FALSIFIED RESERVATIONS – Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check in.

WATER AND Sewer. DO NOT FLUSH anything other than toilet paper. No feminine products, diapers, baby wipes, condoms, etc. should be flushed at any time. If it is found that anything other than toilet paper has been flushed and clogged the sewer system, you could be charged damages of two hundred dollars or more (\$200+).

Please check that you have removed all your personal belongings upon checkout. Anything left behind can be mailed for a \$25.00 service fee plus postage. Any unclaimed items will be donated after 14 days

This home is privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk

**MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

of any harm arising from their use of the premises or others whom they invite to use the premise. Fire Extinguishers are located under the sink in each of the houses. Please use them responsibly and only for what they are intended. Do not remove them from the home.

Any requests for changes to this contract must be in writing by the guest and have a manager's signature of approval.

By signing below, I agree to all terms and conditions of this agreement.

Sign _____ Date: _____

Driver's License # _____ State: _____

Number of Guests in Party: _____

Mailing address: _____

Email Address: _____

Rental guest registration (Name of all persons staying):

Cars: Year, Make, Model, License Plate:

Trash: Garbage can to the road on _____

Rental Dates:

Breakdown of charges:

Rental fee -
Cleaning fee -
Refundable damage deposit -
Total due: \$

A credit card must be kept on file and a copy of ids and vehicle information. Any changes must be approved with management. _____ Initial here to acknowledge all information listed above.

Guest agrees to leave on the checkout date by the checkout time or at any time violations of the rules are reported. _____ Initial

Rental Agent: Tanya Darrow Cell
phone - 228-229-2275
booknowinms@gmail.com

SCANNED



1st JUDICIAL DISTRICT
Instrument 2023-0013925 D-11
Filed/Recorded 05/08/2023 11:43:01 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:
Don Terry Burgess
7030 Dodson Branch Rd.
Cookeville, TN 38501
(228) 863-8283

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

Grantees:
Sidney Magill
Dalene Magill
523 North 1100 East
Layton, UT 84040
(801) 540-6401

File No. Z221162N

INDEXING INSTRUCTIONS: The S 20 feet of Lot 12, all of Lots 13, 14 & 15, and the N 1 foot of Lot 16, Blk 18, Kohler and Russell S/D, 1st JD, Harrison County, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and 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, **Don Terry Burgess, an unmarried man**, do hereby sell, convey and warrant unto **Sidney Magill and Dalene Magill**, 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 Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

The South 20 feet of Lot 12, all of Lots 13, 14 and 15, and the North 1 foot of Lot 16, Block 18, Kohler and Russell Subdivision, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi, in Plat Book 4, at Page 8, reference to which is hereby made in aid of and as a part of this description.

This being the same property as that conveyed to Don Terry Burgess, by Quitclaim Deed recorded in Deed Book 1341, at Page 376, Land Deed Records of Harrison County, Mississippi.

**MINUTES OF JANUARY 12, 2023
REGULAR MEETING**

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

After considerable discussion, Commissioner Fields made motion, seconded by Commissioner Walters and unanimously carried recommending approval of the application as submitted.

It came for discussion under New Business a Short-Term Rental for property located at 426 Russell Avenue, Unit B, Tax Parcel 0612F-02-001.000, submitted by Sidney Magill (owner) and Beachy Bookings, LLC, Tanya Darrow (property manager), as follows:

MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

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

PROPERTY INFORMATION:
ADDRESS: 420 Russell Ave unit B Tax Parcel # 0612F-02-001-c
(Location of Short-Term Rental)

OWNER'S INFORMATION:
Property Owner's Name: Sidney Magill
Property Owner's Address: 23 N 1100 E Layton UT 84040
Property Owner's Mailing Address, if different from above:

Property Owner's Phone No: 805406401 City State Zip
Email Address: Sid Magill @outlook.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: Reachy Baking LLC / Tanya Dumas
Property Manager's Address: (Must be a local contact)
410 E Pass Rd Gulfport MS 39507
City State Zip

Property Manager's Phone No: 228 229 2275 Email Address: Reachy Baking LLC @ gmail.com

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

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

AFFIDAVIT

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

PRINT NAME: Tanya Dumas SIGNATURE: [Signature] DATE: 18 Dec 2022

BELOW IS FOR OFFICE USE ONLY

Maximum Occupancy: 4	Maximum Vehicles allowed: 2	Number of bedrooms: 2	Number of people home can accommodate: 4
----------------------	-----------------------------	-----------------------	--

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

Building Official Signature: Ryan Loh Date: 1/12/23
Fire Inspector Signature: Date:

COMMENTS:

Date Received: 12-28-22
Agenda Date: 1-12-23
Amount Due/Paid: 250.00
Payment Method: 936

MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



Sidney M Magill, owner of the property located at
426 Russell Ave Unit# B, Tax Parcel 06 12F-02-021.000
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.

Sid Magill dotloop verified
12/18/2022 9:11 PM MST
FVSL-EDTS-CME-BNWC

signature

12/18/2022

date

Beachy Bookings, LLC. Short Term Rental Agreement

Address: 426 RUSSELL AVE UNIT B LONG BEACH, MS

This Rental Agreement and Contract (the "Agreement") is a legally binding agreement made and entered into as of the Reservation Date written below by and between the undersigned person(s) or company (the "Guest") and the undersigned owner, manager or agent ("Rental Agent"), pursuant to which the Guest has agreed to rent the residence described below (the "Property"), for the duration of the Rental Term for the Total Rental Fee and other good and valuable consideration as described herein.

OCCUPANCY

Guest agrees that no more than _____ persons shall be permitted on the Property at any time during the Rental Term, all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement.

CONDITION AND USE OF PROPERTY

The Property is provided in "as is" condition. Rental Agent shall use its best efforts to ensure the operation of all amenities in the Property, such as internet access, satellite or cable TV access or hot tubs, fireplaces as applicable. Rental Agent shall not be held responsible for such item's failure to work but will make every effort to correct any issues as reported as quickly as possible. Guest acknowledges that use of amenities such as hot tubs, pools, spas, fireplaces, decks, and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at the Guest's own risk.

Guest shall use the Property for residential purposes only and in a careful manner to prevent any damage or loss to the Property and always keep the Property in clean and sanitary condition. Guest and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbors, nor shall Guest use the Property for any immoral, offensive, or unlawful purposes, nor violate any law, association rules or ordinance, nor commit waste or nuisance on or about the Property.

DEFAULT

If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all Guest's property and belongings, and leave the Property in good order and free of damage. No refund of any portion of the Total Rental Fee shall be made and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.

ASSIGNMENT OR SUBLEASE

Guest shall not assign or sublease the Property or permit the use of any portion of the Property by other persons who are not family members or guests of the Guest and included within the number of and as permitted occupants under this Agreement.

RISK OF LOSS AND INDEMNIFICATION

Guest agrees that all private property, furnishings, personal affects, and other items brought into the Property by Guest, or their permitted guests and visitors shall be at the sole risk of Guest about any theft, damage, destruction or other loss and Rental Agent shall not be responsible or liable for any reason whatsoever.

Guest hereby covenants and agrees to indemnify and hold harmless Rental Agent and their agents, owners, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorneys fees incurred by Guest, permitted guests, visitors or agents, representatives or successors of Guest due to any claims relating to destruction of property or injury to persons or loss of life sustained by Guest or family and visitors of Guest in or about the Property and Guest expressly agrees to save and hold Rental Agent harmless in all such cases.

RELEASE

Guest hereby waives and releases any claims against Rental Agent, the Property owner and their successors, assigns, employees, or representatives, officially or otherwise, for any injuries or death that may be sustained by Guest on or near or adjacent to the Property, including any common facilities, activities, or amenities. Guest agrees to use any such facilities or amenities entirely at the Guest's own initiative, risk, and responsibility.

**MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

ENTRY AND INSPECTION

Rental Agent reserves the right to enter the Property at reasonable times and with reasonable advance notice for the purposes of inspecting the Property or showing the Property to prospective purchasers, renters, or other authorized persons. If Rental Agent has a reasonable belief that there is imminent danger to any person or property, Rental Agent may enter the Property without advance notice.

UNAVAILABILITY OF PROPERTY

In the event the Property is not available for use during the Rental Term due to reasons, events, or circumstances beyond the control of Rental Agent, Rental Agent will apply due diligence and good faith efforts to locate a replacement property that equals or exceeds the Property with respect to occupancy capacity, location and value that meets the reasonable satisfaction of the Guest. If such replacement property cannot be found and made available, Rental Agent shall immediately return all payments made by the Guest, whereupon this Agreement shall be terminated, and Guest and Rental Agent shall have no further obligations or liabilities in any manner pertaining to this Agreement.

ADDITIONAL TERMS TO THE RENTAL AGREEMENT

In addition to the standard terms included herein, Guest acknowledges and agrees that the following additional terms and conditions apply to the Guest's rental of the Property:

GENERAL PROVISIONS

This Agreement contains the entire agreement between the parties regarding the rental of the Property, and any changes, amendments or modifications hereof shall be void unless the same are in writing and signed by both the Guest and the Rental Agent. This Agreement shall be governed by the laws of the State of Mississippi. The words "Rental Agent" and "Guest" shall include their respective heirs, successors, representatives. The waiver or failure to enforce any breach or provision of this Agreement shall not be considered a waiver of that or any other provision in any subsequent breach thereof. If any provision herein is held invalid, the remainder of the Agreement shall not be affected. Any notice required to be given under this Agreement shall be in writing and sent to the contact information included herein. This Agreement may be signed in one or more counterparts, each of which is an original, but taken together constitute one in the same instrument.

CHECK-IN TIME is AFTER 4 P.M. CST AND CHECKOUT is AT 10 A.M. CST.
There is no early check in or late check out.

SMOKING: Allowed outside only. If there is evidence of smoking in the house, then there will be an additional cleaning fee of \$100.00 added to the credit card on file.

We do not allow pets. The security deposit will be kept if there is evidence of an animal on the property.

OCCUPANCY: No persons other than those in the Guest party set forth below may stay overnight on the property. Maximum occupancy is _____ people including children. No more than _____ people can occupy the home over night. No guests allowed.

Must be twenty-one or older to make a reservation. Parties or large groups need management approval. Port a let us may be required, and additional fees are to be paid by renter. Keep the property and all furnishings in good order.

PARKING – Parking is limited to _____ vehicle(s). Vehicles are to be parked in designated parking areas only. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.

No firearms or fireworks allowed. You will be asked to leave immediately without a refund if you violate this rule. Please do not play loud music or musical instruments. No abusive noise will be tolerated.

A reservation deposit of \$ _____ is required upon booking. The deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied toward rent; however, it is fully refundable within (14) days of departure, provided the following provisions are met.

- No damage is done to unit or its contents, beyond normal wear and tear.
- No charges are incurred due to contraband, collection of rents or services rendered during the stay.
- All debris, rubbish and discards are placed in provided garbage tote, and soiled dishes are cleaned.
- All used towels are placed in a bathtub
- All keys are left on the kitchen table and unit is left unlocked.
- All charges accrued during the stay are paid prior to departure.
- No linens are lost or damaged.
- No early check-in or late checkout.
- No contamination of property with cigarette smoke or any other contaminant
- The vacationer is not evicted by the owner (or representative of the owner) or the local law enforcement.
- All furnishings inside and outside are in their proper place

If damages exceed the damage deposit, then the amount of damages will be due in full immediately.

Reservation Balance: 50% is due within five (5) days of booking. Remainder is due fourteen (14) days before your arrival date. (Unless other arrangements have been made)

INCLUSIVE FEES – Rates include a one-time linen & towel setup. You must bring sheets for the sofa bed if you need to use it.

Cancellation Policy: Management and Guest agreement is required to cancel a reservation. Guest can reschedule the reservation later.

NO DAILY HOUSEKEEPING SERVICE – While linens and bath towels are included in the unit, daily house cleaner service is not included in the rental rate. We suggest you bring beach towels. We do not permit towels or linens to be taken from the units. Upon exiting the home, please take out the trash, wash the dishes and put dirty towels in the tub. Keep the property and all furnishings in good order. There is a washer/dryer in each house for guest use. Please put the garbage cans out as specified by the signs on the posts. A onetime cleaning fee is added to your rental amount.

RATE CHANGES – Rates subject to change without notice.

FALSIFIED RESERVATIONS – Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check in.

WATER AND Sewer. DO NOT FLUSH anything other than toilet paper. No feminine products, diapers, baby wipes, condoms, etc. should be flushed at any time. If it is found that anything other than toilet paper has been flushed and clogged the sewer system, you could be charged damages of two hundred dollars or more (\$200+).

Please check that you have removed all your personal belongings upon checkout. Anything left behind can be mailed for a \$25.00 service fee plus postage. Any unclaimed items will be donated after 14 days

This home is privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk

**MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

of any harm arising from their use of the premises or others whom they invite to use the premise, Fire Extinguishers are located under the sink in each of the houses. Please use them responsibly and only for what they are intended. Do not remove them from the home.

Any requests for changes to this contract must be in writing by the guest and have a manager's signature of approval.

By signing below, I agree to all terms and conditions of this agreement.

Sign _____ Date: _____

Driver's License # _____ State: _____

Number of Guests in Party: _____

Mailing address: _____

Email Address: _____

Rental guest registration (Name of all persons staying):

Cars: Year, Make, Model, License Plate:

Trash: Garbage can to the road on _____

Rental Dates: _____

Breakdown of charges:

Rental fee -
Cleaning fee -
Refundable damage deposit -
Total due: \$

A credit card must be kept on file and a copy of ids and vehicle information. Any changes must be approved with management. _____: Initial here to acknowledge all information listed above.

Guest agrees to leave on the checkout date by the checkout time or at any time violations of the rules are reported. _____/Initial

Rental Agent: Tanya Darrow Cell
phone - 228-229-2275
booknowinms@gmail.com

SCANNED



1st JUDICIAL DISTRICT
Instrument 2022-0013925-0-JJ
Filed/Recorded 06/08/2022 11:43:01 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:
Don Terry Burgess
7030 Dodson Branch Rd.
Cookeville, TN 38501
(228) 863-8263

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

Grantees:
Sidney Magill
Dalene Magill
523 North 1100 East
Layton, UT 84040
(801) 540-6401

File No. **Z221162N**

INDEXING INSTRUCTIONS: The S 20 feet of Lot 12, all of Lots 13, 14 & 15, and the N 1 foot of Lot 16, Blk 18, Kohler and Russell S/D, 1st JD, Harrison County, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and 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, **Don Terry Burgess**, an unmarried man, do hereby sell, convey and warrant unto **Sidney Magill** and **Dalene Magill**, 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 Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

The South 20 feet of Lot 12, all of Lots 13, 14 and 15, and the North 1 foot of Lot 16, Block 18, Kohler and Russell Subdivision, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi, in Plat Book 4, at Page 8, reference to which is hereby made in aid of and as a part of this description.

This being the same property as that conveyed to Don Terry Burgess, by Quitclaim Deed recorded in Deed Book 1341, at Page 376, Land Deed Records of Harrison County, Mississippi.

MINUTES OF JANUARY 12, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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 of 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 18th day of May, 2022.


Don Terry Burgess

ACKNOWLEDGMENT

STATE OF TN
COUNTY OF Putnam

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



WITNESSED UNDER MY HAND AND OFFICIAL SEAL, on this the 18th day of May, 2022.


NOTARY PUBLIC

My commission expires: 6/26/2023

ACORD		COMMERCIAL INSURANCE APPLICATION			DATE (MM/DD/YYYY) 05/24/2022											
APPLICANT INFORMATION SECTION																
AGENCY Bishop Insurance Agency LLC 14667 Lemayville Blvd Birmingham, AL 35202		CARRIER Atlantic Casualty		NAC CODE 59242022												
CONTACT NAME Don Terry Burgess PHONE (A/C, H, Ext) 2056544077 FAX (A/C, H, Ext) EMAIL ADDRESS don@bishopagency.com CODE AG122135 SUN CODE		UNDERWRITER Joseph Taylor Norton UNDERWRITER OFFICE Centerville POLICES OR PROGRAM REQUESTED Commercial General Liability POLICY NUMBER		INDICATE SECTIONS ATTACHED <input type="checkbox"/> ACCESSORIES (OR BUILT) <input type="checkbox"/> VALUABLE PRINTS <input type="checkbox"/> BOILER & MACHINERY <input type="checkbox"/> BUSINESS AUTO <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CRIME/MISCELLANEOUS CRIME <input type="checkbox"/> DEALERS <input type="checkbox"/> DRIVER INFO SCHEDULE			ELECTRONIC DATA PROC <input type="checkbox"/> EQUIPMENT FLOATER <input type="checkbox"/> GARAGE AND DEALERS <input type="checkbox"/> GL ASS AND SIGN <input type="checkbox"/> HETAL LATION/BUSINESS RISK <input type="checkbox"/> OPEN GARAGE <input type="checkbox"/> PROPERTY <input type="checkbox"/> TRANSPORTATION MOTOR TRUCK/CARGO									
STATUS OF TRANSACTION <input checked="" type="checkbox"/> QUOTE <input type="checkbox"/> ISSUE POLICY <input type="checkbox"/> RENEW <input type="checkbox"/> BOUND (Bldg Use and/or Other Comp)		PACKAGE POLICY INFORMATION ENTER THIS INFORMATION WHEN COMMON DATES AND TERMS APPLY TO SEVERAL LINES OR FOR MONOLINE POLICIES. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>PROPOSED EFF DATE</th> <th>PROPOSED EXP DATE</th> <th>BILLING PLAN</th> <th>PAYMENT PLAN</th> <th>AUDIT</th> </tr> </thead> <tbody> <tr> <td>05/23/2022</td> <td>09/30/2022</td> <td>DIRECT BILL</td> <td>PACKAGE POLICY PREMIUM</td> <td></td> </tr> </tbody> </table>					PROPOSED EFF DATE	PROPOSED EXP DATE	BILLING PLAN	PAYMENT PLAN	AUDIT	05/23/2022	09/30/2022	DIRECT BILL	PACKAGE POLICY PREMIUM	
PROPOSED EFF DATE	PROPOSED EXP DATE	BILLING PLAN	PAYMENT PLAN	AUDIT												
05/23/2022	09/30/2022	DIRECT BILL	PACKAGE POLICY PREMIUM													
APPLICANT INFORMATION NAME (First Name of Insured & Other Named Insured) _____ MAKING ADDRESS INCL ZIP+4 (of First Named Insured) _____ BUSINESS ADDRESS _____																
PREMISES INFORMATION ACORD 623 attached for additional premises																
LOC #	BLD #	STREET, CITY, COUNTY, STATE, ZIP+4	CITY LIMITS	INTEREST	YR BUILT	# EMPLOYEES	ANNUAL REVENUES	% OCCUPIED								
1		426 RUSSELL AVE Long Beach, MS 38606	INSIDE OUTSIDE	OWNER TENANT												
			INSIDE OUTSIDE	OWNER TENANT												
			INSIDE OUTSIDE	OWNER TENANT												
			INSIDE OUTSIDE	OWNER TENANT												
NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS BY PREMISE(S) _____ _____ _____																

MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

GENERAL INFORMATION
AGENCY CUSTOMER ID: 8
EXPLAIN ALL "YES" RESPONSES
1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY?
1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?
2. IS A FORMAL SAFETY PROGRAM IN OPERATION?
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?
4. ANY CATASTROPHIC EXPOSURE?
5. ANY OTHER INSURANCE WITH THIS COMPANY OR REINS SUBMITTED?
6. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR THREE (3) YEARS?
7. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION, ALLEGATIONS, DISCRIMINATION OR NEGLIGENCE INCURRED?
8. DURING THE LAST FIVE YEARS (YES IN '00) HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY CRIME OF THE CHARGE OF FRAUD, BREACH OF TRUST, BREACH OF FIDUCIARY DUTY OR ANY OTHER PERSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY?
9. ANY UNCORRECTED FIRE CODE VIOLATIONS?
10. ANY BANKRUPTCIES, TAX OR CREDIT LITIGATION AGAINST THE APPLICANT IN THE PAST FIVE (5) YEARS?
11. HAS BUSINESS BEEN PLACED IN A TRUST?
12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA OR US PRODUCTS SOLD/DISTRIBUTED IN FOREIGN COUNTRIES?
REMARKS/PROCESSING INSTRUCTIONS (Attach additional sheets if more space is required)
COPY OF THE NOTICE OF INFORMATION PRACTICES (PRIVACY) HAS BEEN GIVEN TO THE APPLICANT.
NOTICE OF INSURANCE INFORMATION PRACTICES - PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT POLICY RENEWALS.
ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERE TO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND (IN SUBSTANTIAL) CIVIL PENALTIES.
IN FLORIDA ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.
THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE ENQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.
PRODUCER'S SIGNATURE: Dustin Hamrick
APPLICANT'S SIGNATURE: Sidney Maxwell
DATE: 05/24/2022 15:18 UTC
Page 2 of 3
Clear All

After considerable discussion, Commissioner Walters made motion, seconded by Commissioner Shaw and unanimously carried recommending approval of the application as submitted.

It came for discussion under New Business a Short-Term Rental for property located at 123 South Lang Avenue, Tax Parcel 0512H-02-006.000, submitted by Steven Harshbarger and Linh Harshbarger (owners) and Melanie Harshbarger (property manager), as follows:

MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

PHYSICAL ADDRESS:
201 JEFF DAVIS AVENUE
LONG BEACH, MS 39560

PHONE: (228) 863-1554
FAX: (228) 863-1558

MAILING ADDRESS:
POST OFFICE BOX 929
LONG BEACH, MS 39560

PROPERTY INFORMATION:

ADDRESS: 123 S Long Ave. Long Beach, MS 39560 Tax Parcel #: 0512H-02 006.000
(Location of Short-Term Rental)

OWNER'S INFORMATION:

Property Owner's Name: Steven Harshbarger and Linh Harshbarger

Property Owner's Address: 50 Camden Village Dr., Newnan, GA 30265

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

Property Owner's Phone No: (228) 313-4535 Email Address: harshbargerhomes@gmail.com
City State Zip

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: Melanie Harshbarger

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

22350 Demick Rd Pass Christian MS 39571
City State Zip

Property Manager's Phone No: (228) 760-7973 Email Address: melanieharshbarger@yahoo.com

PLEASE PROVIDE THE FOLLOWING:

- Mississippi Sales Tax ID # N/A (using Airbnb-proof attached)
- 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 IS TRUE AND CORRECT; I ACKNOWLEDGE RECEIPT OF AND AGREE TO COMPLY WITH THE RULES & REGULATIONS OF SHORT-TERM RENTALS (Ordinance 660). ALL APPLICABLE CODES, ORDINANCES AND STATE LAWS. VIOLATION OF ANY CODES OR REGULATIONS SHALL RESULT IN THE SUSPENSION OR REVOCATION OF THE PERMIT.

Linh Harshbarger
PRINT NAME

[Signature]
SIGNATURE

12/12/22
DATE

BELOW IS FOR OFFICE USE ONLY

Maximum Occupancy: <u>8</u>	Maximum Vehicles allowed: <u>4</u>	Number of bedrooms: <u>4</u>	Number of people home can accommodate: <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: 1/4/23

Fire Inspector Signature: _____ Date: _____

COMMENTS: _____

Date Received: 12-28-22
 Agenda Date: 1-12-23
 Amount Due/Paid: 250.00
 Payment Method: 121

**MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



I, Linh Harshburger, owner of the property located at 123 S. Lang Ave., Tax Parcel 0512H-02-006.000 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.

[Handwritten Signature]
signature

12/12/22
date

Indexing: S 10' Lt 12, all Lt 13, N 20' Lt 14, Blk 8, Harbor View

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

Prepared by and return to:
David R. Essex
MS Bar No. 101404
Integrity Land Title, LLC
1806 23rd Avenue, Suite A
Gulfport, MS 39501
(228)896-8962
File # 4380

WARRANTY DEED

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

PHILIP M. BASS, II AND WIFE, ASHLEY NICOLE BASS
29 PECAN DRIVE
LONG BEACH, MS 39560
(228) 547-9321

do hereby SELL, CONVEY and WARRANT unto,

STEVEN HARSHBURGER AND WIFE LINH YUONG HARSHBURGER
AS TENANTS BY THE ENTIRETY WITH FULL RIGHTS OF SURVIVORSHIP
123 S. LANG AVE
LONG BEACH, MS 39560
(228) 216-7210

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

The South 10 feet of Lot 12, all of Lot 13, and the North 20 feet of Lot 14, Block 8, HARBOR VIEW, 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 6;
Being all the same property conveyed by Grantors in Warranty Deed dated August 1, 2019 and recorded as Instrument No. 2019-0244-D-11 in the office of the aforesaid Chancery Clerk.

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

TAXES for the year 2022 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 provided as of this date on an estimated basis, and that when said taxes are actually determined, or fluctuation as of this date is ascertained, the parties herein agree to pay on a basis of an actual amount. All subsequent years' taxes are specifically assumed by Grantee herein.

WITNESS my signature on this 22nd day of September, 2022

[Handwritten Signatures]
Philip M. Bass II
Ashley Nicole Bass

STATE OF MISSISSIPPI
COUNTY OF HARRISON

I, David R. Essex, Clerk of the said County, do hereby certify that the within named Philip M. Bass, II and wife Ashley Nicole Bass, who acknowledge that they executed the above and foregoing instrument.

[Handwritten Signature]
DAVID R. ESSEX

(SEAL)

My Commission Expires



MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
Short-Term Rental: 123 S Lang Ave, Long Beach, MS 39560

Parking Rules and Plan

Maximum parking (to be confirmed by Building Official): 6

Guests may park their vehicles in the driveway of the property. The space behind the secured gate will fit 4 vehicles. The space outside of the gate will fit 2 additional vehicles. In order to access the space behind the gate, guests will use the code provided in the check-in instructions by the host.

Trash Management Plan

Guests tie trash in trash bags to be put in the large green trash can outside of the property. The host will pull the trash can in and out of the driveway to the space in front of the house for pick-up. Trash service occurs each Monday.

Occupancy

Maximum occupancy (to be confirmed by Building Official): 8

The property will host no more than 8 guests at the property.

City of Long Beach Noise Ordinance

Quiet hours begin at 10:00 pm each night. The City of Long Beach Noise Ordinance is stated below.

Sec. 24-192. - Noises interfering with enjoyment of property or public peace and comfort prohibited.

- No person shall make or cause to be made any loud and raucous noise in the city which is offensive to the ordinary sensibilities of the inhabitants of the city, which noise renders the enjoyment of life or property uncomfortable or interferes with public peace and comfort. (Ord. No. 463A, § 5, 2-2-1999)

Sec. 24-193. - Specific noises interfering with enjoyment of property or public peace and comfort enumerated.

- The following acts, among others, are declared to create loud and raucous noises, and shall be deemed a violation of this article, but such enumeration shall not be deemed to be exclusive:
 - (1) The sounding of any horn or signal device on any motor vehicle, motorcycle, or motorboat, except as a danger signal, as required by state law.
 - (2) The playing or operation of any sound equipment in such a manner, or with such volume as to disturb the peace, quiet, comfort, or repose of persons in any dwelling, apartment, hotel, or other type of residence.
 - (3) The keeping of any fowl or animal which emits or makes unreasonably loud and raucous noise.
 - (4) The use of any motor vehicle, motorcycle, or motorboat so out of repair which emits or creates loud, raucous, or rattling noises.
 - (5) The blowing of any steam whistle attached to any stationary boiler, except to give notice of the time to begin or stop work or as a warning of danger.
 - (6) The discharge into the open air of the exhaust of any stationary steam engine, stationary internal combustion engine, or motorboat engine, except through a muffler, or other device which will effectively and efficiently prevent loud and raucous noises.
 - (7) The discharge into the open air of the exhaust from any motor vehicle, motorcycle, or motorboat, except through a muffler, or other device, which will effectively and efficiently prevent loud and raucous noises.
 - (8) The construction, including excavation, demolition, alteration, or repair of any structure or building in or adjacent to a residential area other than between the hours of 7:00 a.m. and 9:00 p.m. on weekdays, except in the case of urgent necessity in the interest of public safety, for which a permit must be obtained from the chief of police of the city police department in accordance with section 24-198.
 - (9) The creation of loud and raucous noise on any street or property adjacent to any school, church, public library, or court which is in session or adjacent to any hospital, provided that a conspicuous sign is located in or near such street or property indicating or designating that whatever the establishment or building at issue, be it a school, church, public library, court, or hospital, is adjacent thereto.
 - (10) The shouting and crying of peddlers, hawkers, and vendors which disturbs the quiet and peace of the neighborhood.
 - (11) The use of any drum or other instrument or sound equipment for the purpose of attracting attention by the creation of noise, to any performance, show, sale, or display of merchandise as to attract customers to any place of business.
 - (12) The use of mechanical loudspeakers or sound equipment on or in motor vehicles or motorcycles for the purpose of advertising any show, sale, or display of merchandise.
 - (13) The use of any mechanically-powered saw, drill, sander, grinder, lawn or garden tool, leaf blower, or similar device used outdoors in residential areas or areas immediately adjacent thereto between 9:00 p.m. and 7:00 a.m. (Ord. No. 463A, § 6, 2-2-1999)

MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
RENTAL AGREEMENT

Short-Term Rental: 123 S Lang Ave, Long Beach, MS 39560

CHECK-IN

Check-in is made available as soon as we receive a notification that our property is ready for your stay. We will notify you as soon as possible. A unique code will be sent to you during the check-in process. Please use this code to unlock the doors at the property. Please be sure to always keep doors locked.

PARKING

You are welcome to park no more than 6 cars over the course of your stay in the driveway. You may park behind the gates using the code in the check-in instructions. Please lock cars and ensure that no valuables are left in your vehicles overnight.

INITIAL TOILETRIES

We provide initial toiletries such as shampoo, conditioner, body wash, toilet paper, dish detergent, paper towels, laundry detergent pods, and trash bags for your convenience. Please plan to obtain more as needed.

HOUSE RULES

While we hope that you have a fantastic time during your stay, we do not allow parties. Smoking is not permitted. A claim will be made upon departure through Airbnb, and guests will be charged at their discretion if parties have occurred and/or smoking has been assessed. While we love our furry four-legged family members, we do not allow pets of any kind.

POOL

We hope that you enjoy our amenities! Please swim at your own risk. Small children must be accompanied by an adult at all times while using the pool and/or hot tub. If you choose to rearrange the outdoor furniture, please return them to its original location prior to departure.

Our pool technicians are scheduled to come every Wednesday morning to service the pool. They are instructed to knock on the door and wait for a response before making an entrance to the backyard. They're usually only there for about 10 minutes.

TRASH

Green trash cans are located outside. Please take your trash out to the cans once it is full. Please use trash bags. A trash bag is kept underneath the sink for your use, but plan to obtain more as needed.

TEMPERATURE

The thermostat is mounted to the hallway wall. Please use the buttons to adjust the temperature to your liking. If you choose to open the doors for a breeze, please turn the AC off, or it will overwork and potentially stop working.

TOWELS & STAINS

White shower towels, hand towels, and wash rags are provided for your use, but please do not take the white shower towels to the beach. We have provided a black makeup towel in each bathroom for guest use. Please use this towel for makeup to avoid stains on white towels. Large blue striped pool towels are located in the hallway closet.

KITCHEN

Please help yourself to anything in the kitchen. Feel free to use our cooking ware, utensils, and appliances. Initial dish detergent and dishwasher pods will be available for guest use.

LAUNDRY

A washer and dryer are available at the property for your use. Two initial laundry detergent pods will be available, but plan to obtain more as needed.

GETTING AROUND

The property is located a short drive from fabulous restaurants and attractions in Long Beach, Pass Christian, Gulfport, and Biloxi. Please be sure to check our Welcome Book for our favorite restaurants and activities. The nearest grocery stores such as Walmart are located less than 2 miles from the property.

NOISE ORDINANCE

Quiet hours begin at 10:00 pm each night thru 7:00 am each morning. The City of Long Beach Noise Ordinance is stated below. Sec. 24-192, - Noises interfering with enjoyment of property or public peace and comfort prohibited.

MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Proposal Issue
12/05/202



Quotation Questionnaire

What is the effective/start date(mm/dd/yyyy) of your coverage? 09/23/2022
Have you had any claims in the past? NO

Property and Liability Questionnaire

Occupancy Status Occupied
Cause Of Loss Special
What percentage(%) of tenants subsidized? 0
Would you like to add the tenant protector plan to this location? NO
Would you like to add coverage for Earth Movement (Earthquake and Sinkhole)? NO
Would you like to add Flood coverage? NO
Would you like to add Ordinance or Law coverage? NO
Would you like to add Terrorism & Political Violence? NO
Would you like to add Equipment Breakdown coverage? NO
Would you like to add PME0 coverage? NO
Would you like to add Service Line coverage? NO
Are any commercial operations occurring on the premises? NO
Is this location professionally managed? NO
Does the property owner self-manage this property? YES
Does any commercial cooking occur on the premises? NO
Is there a pool, hot tub, and/or spa at this location? YES
Does the pool, hot tub, and/or spa meet current municipal code? YES
Is the porch or roofline sagging? NO
Are functioning smoke detectors installed? YES
Are there any structural issues? NO
Is this location used as a vacation or seasonal rental? YES
Does the property have (either) Knob And Tube or Aluminum wiring? None
Does the location contain a wood-burning stove? NO
Is this lender placed coverage or a non performing note? NO
Are there any detached structures on the property? NO
Are locks changed or replaced upon a tenant leaving? YES
Does the lender require Lenders Loss Payee? NO
Are there any existing damage or maintenance issues at this property? NO
Are there any existing city/state housing code violations associated with this property? NO

Submission No: S000113031



Steven Harshbarger <harshbargerhomes@gmail.com>

Liability Insurance at 123 S. Lang Ave

Dylan Dearth <dylan@bishopins.com> Mon, Dec 5, 2022 at 9:39 AM
To: Steven Harshbarger <harshbargerhomes@gmail.com>

Good morning Steven!

I just got off the phone with your insurance carrier and they told me that you are covered under the same policy whether it is a long-term or short-term rental. I submitted an endorsement that has the question answered 'yes' to if it's a vacation/seasonal (short-term) rental and there is no monetary change. I'm having an underwriter sending me an email with your master policy and clarifying what I just stated in this email as proof. Once I send that over to you, look it over and let me know if you need anything else regarding 123 S Lang Ave. Thank you!

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

[Quoted text hidden]

**MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



Steven Harshbarger <harshbargerhomes@gmail.com>

Liability Insurance at 123 S. Lang Ave

Dylan Dearth <dylan@bishopins.com>
To: Steven Harshbarger <harshbargerhomes@gmail.com>

Wed, Dec 7, 2022 at 9:58 AM

I understand. If you need me to e-mail or talk to someone personally to clarify that you're covered for short-term, feel free to give them my contact info and I'd be happy to send them an email

[Quoted text hidden]



Steven Harshbarger <harshbargerhomes@gmail.com>

Liability Insurance at 123 S. Lang Ave

Dylan Dearth <dylan@bishopins.com>
To: Steven Harshbarger <harshbargerhomes@gmail.com>

Wed, Dec 7, 2022 at 10:06 AM

I highlighted it on page 4. This was the endorsement that was made. It was originally selected as no because you had it as a long -term, it being "vacation or seasonal rental" is what a short term rental is and now its selected as "YES"

[Quoted text hidden]

Reinspro Questionnaire.pdf
745K

After considerable discussion, Commissioner Walters made motion, seconded by Commissioner Shaw and unanimously carried recommending approval of the application as submitted.

It came for discussion under New Business a Short-Term Rental for property located at 214 West Avenue, Tax Parcel 0612E-03-008.000, submitted by Terry Anderson and Sarah McKenna (property owners) and Christie's Gulf Beach Rentals (property manager), as follows:

**MINUTES OF JANUARY 12, 2023
REGULAR MEETING**

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

PROPERTY INFORMATION:

ADDRESS: 214 West Avenue, Long Beach, MS 39560 Tax Parcel # 0612E-03-008.000
(Location of Short-Term Rental)

OWNER'S INFORMATION:

Property Owner's Name: Terry Anderson & Sarah McKenna

Property Owner's Address: 8274 South Gerona Circle, Sandy, UT 84093

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

City State Zip

Property Owner's Phone No: 801-636-2674 / 801-703-8169 Email Address: tandersonjr85@gmail.com / sarahjmckenna@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: CHRISTIES Gulf Beach Rentals

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

2100 18th St Gulfport 39501
City State Zip

Property Manager's Phone No: 228 669 3058 Email Address: YES@CHRISTIESGULFBACHRENTALS.COM

PLEASE PROVIDE THE FOLLOWING:

- Mississippi Sales Tax ID # 1398-0821 Gulf Coast Prop Mgmt
- Recorded Warranty Deed
- Parking Rules & Plan
- Trash Management Plan
- Copy of Proposed Rental Agreement
- Proof of Liability Insurance, which includes short term rental coverage

ADDITIONAL INFORMATION:

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

AFFIDAVIT

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

Terry Anderson & Sarah McKenna [Signature] 11-20-2022
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>7</u>	<u>4</u>	<u>3</u>	<u>7</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: 1/12/23

Fire Inspector Signature: _____ Date: _____

COMMENTS: _____

Date Received: <u>12-7-22</u>
Agenda Date: <u>1-12-23</u>
Amount Due/Paid: <u>250.00</u>
Payment Method: <u>#5313</u>

MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



I Terry Anderson & Sarah McKenna, owner of the property located at
214 West Avenue, Long Beach, MS 39560, Tax Parcel 0812E-03-008.000

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

11-20-2022
date

Prepared By & Return To: Schwartz, Ogler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550
Our File: 221592
Index As: S 28' of Lot 16 and N 38' of Lot 17,
Trautman Woods Subd., 1st Judicial District,
MS

STATE OF MISSISSIPPI
COUNTY OF Harrison

WARRANTY DEED

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

RJP Gulf Properties, L.L.C, a Mississippi limited liability company
1282 Beach Blvd., Unit 222
Biloxi, MS 39530
225-413-3908

does hereby sell, convey and warrant unto

Terrence Anderson and Sara McKenna,
as joint tenants with full rights of survivorship and not as tenants in common
8271 South Gerona Circle
Sandy, UT 84093
801-636-2674

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

The North 38 feet of Lot Seventeen (17) and the South Twenty-Eight feet
of Lot Sixteen (16) in TRAUTMAN WOODS 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 17 at Page 35, thereof,
reference to which is hereby made in aid of and as a part of this
description.

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

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-

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

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

IN WITNESS WHEREOF, RJP Gulf Properties, LLC has caused this conveyance to
be executed by its duly authorized officer, having first been duly authorized to do so, on this
the 17th day of August, 2022.

RJP Gulf Properties, LLC

[Signature]
By: Ronald Joseph Price
Its: Member

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the
undersigned authority in and for the jurisdiction aforesaid, Ronald Joseph Price, who
acknowledge that he is Member of RJP Gulf Properties, L.L.C, and as its act and deed,
signed, sealed and delivered the above and foregoing instrument of writing on the day
and in the year therein mentioned, for and on behalf of said entity, having been first
duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 17th
day of August, 2022.

[Signature]
NOTARY PUBLIC
My Commission Expires

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MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
PARKING PLAN

214 West Avenue, Long Beach MS 39580

Guests must park their vehicles on the driveway. There is sufficient space to park four or more vehicles on the driveway without parking under the house. You may park under the house but not more than one vehicle on each side to prevent any damage to piers. Only licensed drivers may drive on the property. See photos below. Do not park on the grass, street or private property.



Christies Gulf Beach Rentals
Guest Contract

All terms below apply to guests and all bookings regardless of the property

Updated: March 2022

Christies Gulf Beach Rentals welcomes you,

The terms below become a legal agreement between you and Gulf Coast Property Management llc dba Christies Gulf Beach Rentals at the time of booking. The terms govern the use of the Christies Gulf Beach Rentals site. This includes the guest cancelation and refund policy in effect at the time of booking.

Any terms used including "we, I and us" mean Christies Gulf Beach Rentals.

The laws of the state of Mississippi and the United States apply to all use of the site and transactions. The jurisdiction for arbitration is Mississippi, Harrison County.

Please read our privacy policy with regard to collection of information and use thereof.

The Stripe payment processing service used to receive credit card and debit card payments have their own terms and conditions which you agree to.

Your responsibility as a guest includes compliance with local laws and ordinances in addition to our rules of use.

Definition of Services

Our platform, this website will include links to other sites for purposes of enhancing the guest experience. Guests use these links at their own risk and any decisions to use products or services provided by linked web sites is strictly that of the guest and the hosts and owners are not responsible for the outcome.

1.2 From time to time our site may not be available for use. If this happens please contact your host directly by phone or text.

Modification of Terms and conditions

We reserve the right to change or modify the terms and conditions.

Content rights

This site is owned by Gulf Coast Property Management LLC dab Christies Gulf Beach Rentals. Guests are permitted to use the calendar on the site to reserve properties by our rules. Guests are encouraged to leave comments about the property. Comments can be used by Christies to promote our business royalty-free on an irrevocable and perpetual basis.

**MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

The individual making the booking is the responsible party even if that person books on behalf of another. Our agreement is with the individual who books and not with those who occupy the property.

Overstay without permission

At the termination of the booking by the departure date and time as provided in the documentation provided to you and in our rules, you and your guests agree to vacate the property. Your license to stay at the property expires on the date and time indicated in the reservation. According to the state of Mississippi, anyone who overstays and refuses to leave is considered a vagrant and will be removed by force if necessary by local law enforcement. Individuals who overstay will be charged additional fees and legal expenses if any in the course of effecting an eviction. Overstay fees are 2.5 x the nightly rate plus other fees e.g cleaning, damage etc. 8.3 Booking Experiences, Events, and other Host Services.

Local laws and Ordinances

There are noise ordinances and other laws that restrict some types of behavior. Should the hosts or property managers be required to pay fees or fines as a result of your stay, those charges will be passed along with legal fees. Hosts are particularly concerned with parties thrown for minors at the property. It is your responsibility to ensure that minors obey the local laws and ordinances.

You must contain trash and place it into the trash container outside of the building. The trash container must be placed for collection on the date identified in the guest information book.

Parking is permitted only where designated in the Guest Information book. Violators may be towed or ticketed by local law enforcement.

You agree when booking that you will read the Guest Information Book and follow the policies and rules which include local ordinances.

Booking

Modifications

You may cancel your reservations at any time before the arrival date. The percentage, if any of your payments returned as a result of cancellation, will depend upon the length of time before the arrival date. See our cancellations policy for the percent of your payment if any that will be returned. If we cancel your reservation, you will receive a 100% refund as long as that cancellation takes place before the arrival date.

If a guest is asked to leave for violating our rules or local ordinances and laws, there will be no refund of the amount paid.

Cancellation Policy

Full refund for cancellations up to 30 days before check-in. If booked fewer than 30 days before check-in, a full refund for cancellations is made within; 48 hours of booking and at

least 14 days before check-in. After that, 50% refund up to 7 days before check-in. No refund after that.

Calendar

At the time you book, the calendar will reflect that the property is unavailable to others. It may be possible to use of several third-party reservation sites and the calendar synchronisation software in use that a double booking could occur. Should a double booking occur through no fault of yours, Christie's will attempt to find alternative accommodation and inform you of such. Should you decide not to accept the alternative accommodation, you will receive a 100% refund.

The Mississippi Gulf Coast is subject to hurricanes which make their appearance periodically. If the local authorities require an evacuation and you have not arrived but would arrive during the evacuation, your reservation will be canceled and you will receive a full refund. If you are staying with us when an evacuation order requires you to leave, you will receive a refund for the unused portion of your stay.

Insurance

We encourage our guests to obtain travel insurance if the length of time, cost of travel to the area, or other expenses are significant. Travel insurance that is not provided by Christies could compensate you should you have to cancel your reservations with us at a time when your refund is less than 100%. The cost of travel insurance is modest and may be a good investment for some.

Guest Comments

We encourage all guests to leave comments on our website and in the book located at each property. Your comments will help us become better hosts and improve the experience for others. By leaving comments, you are permitting us to display your comments on our website. Christies will never provide contact information to the public. If we use your comments in a blog or other use, we will never expose your identity other than the first name that we request that you use. We may also indicate the month and the property you stayed in.

Damage to property

You are responsible for leaving our property as you entered it. This means that other than soiled linens, you are expected to throw your trash into the trash cans and if provided with outside bins to use them. You are expected to use the dishwasher if provided otherwise clean the dishes, plates, flatware, and glasses that you used. Wipe down the kitchen counter and pick up any food or other debris on the floor.

The cleaning fee charged is primarily to launder the linens, clean tubs, bathrooms, floors, and wipe down the property.

Should you or your guests damage any property or remove any property you agree to compensate Christies for replacement or repair. Your travel insurance may be effective on damages.

**MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Taxes and Fees

Sales tax is required of all guests. There are several components of this tax which is currently 12% of the total charged for the stay (not including cleaning or other fees). We collect this tax and pay it for our owners as part of a registration with the state of Mississippi. Your invoice will show a separate charge for taxes.

We charge a booking fee that is designed to reimburse Christie's for the cost of credit card and other costs directly related to your stay. These costs are listed separately. The booking fee is a fixed fee for your entire stay. Most other fees, if any are charged as a fixed fee for the entire stay.

You will not be charged any other fees above that which was included in the original invoice that you paid in advance unless you request additional services. Should there be an occasion to charge you for damage or additional cleaning charge these would be billed separately.

Restricted/Prohibited Activities

No illegal drugs are permitted. At present, marijuana is considered a class one narcotic in Mississippi.

No alcohol for minors under the age of 21

No smoking inside the property at any time that includes standing at the entrance door while smoking

Do not leave children unattended in our properties

No parking in front of neighbors properties or in areas where parking is prohibited.

Firearms are permitted, discharge on our property except in self defense is not permitted

Animals are not permitted unless you have received specific permission to bring your pet.

Do not enter our property if you know you have a communicable disease unless prohibited would be a violation of any applicable laws

Do not modify any property e.g. modifying steps, taking inside furniture outside etc.

Do not conduct any illegal activity from the property.

Changing automotive fluids is prohibited on the property unless you receive permission in writing in advance.

17. Liability

You agree that you are responsible for the reasonable use of our property and that you are entirely responsible for any actions taken by you or your guests.

18. Indemnification

You agree to indemnify Gulf Coast Property Management LLC, dba Christies Gulf Beach Properties, their employees, and property owners from any accidents or incidents that may arise as a result of your stay at our property. This includes any act of nature that may occur while you are staying at our property. Guests are encouraged to purchase insurance for their stay that will compensate property owners for damage to the property and compensate guests for medical expenses incurred as a result of the booking.

Dispute resolution

You agree that in the event of any dispute arising from your stay shall be resolved by binding arbitration administered by the American Arbitration Association.

Privacy policy.

Christie's does not have access to your credit card information so will therefore not be in a position of retaining or distributing it. Information that you provide to us for booking will only be used by Christie's and affiliated companies for marketing purposes. Information will not be sold, bartered, or provided to any individual or entity not affiliated with Christies. Information provided to us is stored in the cloud under encrypted password protection.

MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Sand Dollar



Welcome to the
Mississippi Gulf Coast
Guest Information

Your hosts, Christie and Brian Logan
Christies Gulf Beach Rentals a Gulf Coast Property Management Company



To our Guests.

Welcome to Sand Dollar, this beautiful newly built custom house is perfectly located for a walk to the beach, and restaurants or a short drive East or West to visit museums, casinos, amusement parks, and more. The Sand Dollar is about mid-way between the Eastern and Western areas of the Mississippi Gulf Coast.

As a new property, all of the furnishings are new as well. The owners want to provide an excellent five-star stay experience so the beds and furnishings are upgraded to accomplish this.

Smart TV's in bedrooms and living areas allow you to select the entertainment of your choice.

This book contains information that will help to make your stay one of the most memorable of your life. Be sure to visit our website for more information about local attractions and links to them. ***Christiesgulfbeachrentals.com***.

Call, or text us if we can be of assistance to you during your stay. 228-669-3058. Yes@Christiesgulfbeachrentals.com. Please fill in the guest book. Scan the QR code to enter our website. Enjoy.



MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Sand Dollar

HOW EVERYTHING WORKS

The following provides a brief overview of how everything works in the house. If you have questions let us know.

ENTRANCE

- The entrance door lock is electronic. You must enter your code, a four-digit number provided to you before your arrival. **NOTE: You must enter the correct code. If you fail to do so, the lock may become deactivated. Make sure that everyone in your party is aware of this. Do not allow children to play with the door lock. Please remember your code.** If you attempt to enter an incorrect code too many times you will be locked out. Save the code on your phone. The lock is only on the front door.
- To lock the door when inside just turn the knob. Please lock the door when you leave the property. While the area is safe, we recommend that you not leave any valuables at the house such as money, wallet, or credit cards.
- Please leave the door closed when the AC or heater are turned on.

GENERAL

- Most blinds will open by lifting, and a few by pulling the string. Turn the long handle to open them.
- Do not remove furniture in the house for use outside
- All rooms have fans, turn them off when you leave the property.
- A hose is provided in the event you want to use it. Turn the water off when finished and replace the hose on the hanger. Do not wash your car on our property.
- Do not drive your car or trailer onto the grass.
- Keep exterior doors closed when not entering or leaving
- Keep interior doors open when possible during periods when the AC/Heater is on so there is better airflow.
- Take bagged trash out to the trash bin. Please do not place trash on the ground.

ENTERTAINMENT

- **WIFI CODE: BPP6FD501013 (letters are all caps)**
- WIFI is provided at no charge. Please avoid hours of game playing if possible. WIFI is provided to power the TVs, locks, and other smart devices.
- To access local TV stations, use your smartphone to locate the site for the station you wish and use screencast or the internet option on the TV to stream content. ABC, CBS, NBC, and Fox are all available as local stations. WLOX channel 13 and WXXV News 25 have good websites.
- Walk to the beach, in just a few minutes. Take your towel. Be careful crossing U.S. 90 (Beach Blvd).

LIVING ROOM

- There are two light switches at the entrance. The one closest to the door should always remain on. This switch operates the security light which comes on at night if motion is detected. If you are using the porch and don't want the light to come on, turn the switch off but remember to turn it back on when you are back inside or leave the property.
- The second switch operates the overhead light. To operate the fan ensure the switch is on.
- The large tv is operated by a remote control which is found on the cabinet below the tv. Please return it to that position when you leave. You can program the TV with your favorite streaming service if you wish.
- The sofa does not make it into a bed. These fabrics must be wiped off if you spill any food on them.

KITCHEN

- Everything you need to prepare meals is contained in the drawers and cabinets. When you are finished using implements please rinse them and place them into the dishwasher. The dishwashing soap is below the sink. Use a small quantity as our water is naturally soft.
- The stove and oven are electric. Be careful after using the stovetop as the metal parts of the heating element take a while to cool down. Be sure to clean off any food that is spilled in the oven.
- Please wipe down the microwave after use if any food spills inside.
- Use the garbage disposal only for food waste. Do not put anything other than food in the disposal and always run water when using.

**MINUTES OF JANUARY 12, 2023
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DINING AREA

- The table comes with a leaf that can be inserted to make the table larger. The leaf is located in the storage area of the laundry room. Unfasten the table, pull it apart, place the leaf and refasten it.

LAUNDRY ROOM

- A full-size washer and dryer are provided for your convenience. The laundry soap is located on the shelf above the washer. **IMPORTANT:** Use a small portion as the water here is soft by nature, too much detergent will not rise out of your clothing well.
- There are hamper baskets in each room for soiled clothing and linens.
- Do not wash the sheets at the end of your stay, we will do that. You may wash them during your stay if necessary. Our cleaners must launder the linens and sheets to guarantee sanitation for the next guest.

BATHROOM

- Use the combination showerhead and handle to have a comfortable shower or bath. Please pull the shower curtain fully closed after using it so the excess water can drain into the tub.
- **Wipe up any excess water** on the floor to prevent accidents.
- Hang wet towels and facecloths on the rods to the left of the sink.
- Extra rolls of toilet paper are located in the toilet paper stand which can be used for a phone as well.
- Additional rolls of toilet paper are located under the sink.
- On your last day, any wet towels you can not hang please place them into the tub.
- Open the window if several people will be taking a shower, it will vent the room faster.

BEDROOMS

- Each bedroom has a closet that contains extra blankets. Beds have multiple pillows. If you don't want to keep them on the bed, please place them in the closet.
- Beds have a selection of pillows from hard to soft. You may want to swap with other beds depending upon your needs. Please keep shoes off of the blankets and comforters.
- Keep the windows closed when running the AC or heater. Lock the windows when you close them.

AC/HEATER

- The electronic thermostat is located in the hall. If you wish the temperature to be higher or lower tap up or down on the temperature setting. Do not turn off the system. If you do not want to use the unit, set the temperature at a point where you know it will not turn on. For example in the summer, turn it up to 95 to keep it off. For winter turn it to 50 if you do not want it to come on.
- Hot water. The heater is already set. Please use cold water to mitigate the temperature. Be aware the default temperature is set higher than normal for adults. Do not allow small children to operate the bathtub water temperature.

BACK DECK/UNDER HOUSE

- Keep the light switch just inside the back door turned on for the motion detection light unless you are in the yard and prefer the light to be off.
- The bbq is propane only. There should be gas in the cylinder, if empty you may have it refilled. Do not put wood or charcoal in the bbq.
- The elevator is not accessible for guests due to liability issues. Please tell children not to touch the gate or controls.
- Feel free to play games in the grass area only on this house property. Avoid tracking mud into the house.
- Lock the back door when not in use.

PARKING

- The parking plan submitted to the City includes parking for guests on the driveway only. Grass and street parking are not allowed at this property. There is sufficient parking for at least four vehicles.
- Watch closely when backing out. Do not drive on the neighbor's property.

TRASH

- Please place the trash into the bags provided and throw bags into the trash and recycle bins located under the house. If you need more trash bags contact the property manager.
- Empty the inside cans into the large green bin outside the gate near the parking area.
- Push the trash can out on Tuesday evenings as it is collected the following mornings. After the trash is collected please place the large bin back.
- Leave no trash on the property.

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LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Sand Dollar

OUR RULES

We want you to enjoy your visit with us and the rules help clarify how best to accomplish our mutual goals of a safe and pleasurable stay. Please take time to read them and ask questions if necessary. We will assume by presenting these rules in the property book that our guests have read and understand them.

OUR POLICY

You are our guest, we want your stay to be excellent, we want to earn a 5 star rating from you. To accomplish this, our binder is provided to ensure that we communicate to you what is necessary to accomplish our goal.

The cleaning fee that you have paid is designed to do the following:

- Clean the bathrooms including tub, floor, sink, toilet and other areas.
- Wash the sheets, pillow cases, towels and face cloths.
- Clean all floors
- Wipe all furniture surfaces
- Clean kitchen counters including dining room table top.
- Wipe down the stove/Range and microwave oven
- Vacuum carpets
- Remove any remaining trash to the outside
- Other tasks

We expect our guests to clean up after using the kitchen and bathroom. More specifically the following:

- Wipe any water from the bathroom floor
- Turn off all water taps when not in use.
- Do not flush sanitary napkins or wipes (of any kind) down the toilet
- Do not flush paper towels down the toilet
- Clean all kitchen surfaces and wash the dishes after use.
- Clean the stove top and wipe any food that dripped inside the stove
- Remove all items you have placed into the refrigerator even if they are unopened (safety and sanitary issue)
- Restore anything that you have removed from cabinets
- Keep windows closed and locked when not in residence
- Remove trash to the bin outside, do not stack trash bags inside the property

To summarise, please leave our property as you have found it with the exceptions of the above. Please understand we are not asking you to clean the property, just pick up after yourself as you would at home. For example, after you cook a meal, wipe the food off the counter and stove. Move the sofa pillows, put them back before you leave. We tidy up after you leave.

SECURITY SYSTEM

The door locks are electronic, they communicate with the cloud every time the door is unlocked and locked or an attempt is made. We will know who is using the lock by the code. Any unauthorised attempts at entry may trigger an alarm. Always lock both doors at night.

The lights in front and back are motion-detection lights that turn on in the evening when they detect movement. The cameras will record this movement. Always be sure that the light switch closest to the front door and the one inside the back are on when you depart. If you are staying at the house in the evening, you may turn the switches off which will deactivate the security features.

SAFETY

A fire extinguisher is on the wall near the kitchen exit. Pull the pin, aim and use it to put out small fires. Understand that if the fire is too big, evacuate and call the fire department. Contact us immediately if there is any type of fire.

To enter or exit the property, you can use the steps at the front of the property through the front door in the living room or the back door behind the kitchen.

In the event of a fire, you can escape through the windows, be aware the house is elevated so be careful if you are exiting the windows.

Smoke alarms are installed in all bedrooms and hallways. They are fully functional. If you hear an occasional beep this means the batteries are low so please inform us.

Be aware not to place a hand inside the garbage disposal. Keep hands away from the hot stove top and close the oven door when you are finished inserting or removing something.

Watch the water temperature, and mix it properly to prevent scalding. Monitor children. If any water pipe breaks or leaks inform us immediately.

Lock the doors when you are home for the night or you leave the property. Lock all windows if they are not opened for ventilation. Lock windows when you leave the property for an extended period.

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The property is not fenced, if children are allowed to play in the grass area, they must be supervised. West Ave is not the main street but there can be traffic at any time.

SMOKING

This is a non-smoking property. You are permitted to smoke **outside** only. Do not throw butts on the ground. Guests who have been found to have smoked inside the property will receive a charge for additional cleaning.

NOISE

The City of Long Beach has a noise ordinance. You must not create loud noises or play loud music to disturb the neighbors after 10 PM. Even if you are not playing music or making noise, voices carry at night from the decks. Be considerate of your neighbors.

We never rent this property for the purpose of hosting a party which means inviting individuals who are not staying in the property. You are permitted to invite guests but they can not stay the evening without prior approval from the property manager as there are occupancy restrictions.

PARKING

You may park under the building but not more than one car on each side. This is to prevent accidental contact with the building supports. All other cars can park on the driveway.

KEEP THE HOUSE CLEAN

It's important that food and drink that is spilled be immediately cleaned. Do not leave food laying around unwrapped or outside of sealed containers. This is to protect your health by avoiding inviting insects into the property. Immediately throw unwanted food into the kitchen trash can along with food wrappers.

Rinse dishes after you use them to remove food residue. You should place them into the dishwasher and run a cycle when full.

If you take cups, plates, or other serving implements outside, please bring them back in and clean them.

Don't throw trash or bottles and cans in the yard. Place them into the large wheeled trash can or interior trash cans. You are expected to leave our property as you found it.

PET POLICY

Pets are not permitted this includes guests with pets. If the property manager determines that a guest brought a pet, a deep cleaning fee in the amount of \$800.00 will be charged.

BREAKAGE/THEFT

If you break something, report it to us. You are responsible for damages to our property and we will work with you to economically repair or replace it. Sometimes accidents happen. Our property owners expect our guests to treat our properties as they would treat their own homes.

Please do not take towels, kitchen, or other items. It takes time to shop for replacements and not only will you be charged for replacement but the time to locate and purchase the item as well.

MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
PROPERTY MANAGEMENT AGREEMENT
Short Term Rentals



IN CONSIDERATION of the covenants herein contained, Terry Anderson hereinafter designated as Owner, to employ Gulf Coast Property Management LLC (DBA Christies Gulf Beach Rentals) as exclusive Agent, hereinafter designated as Agent, to rent, lease, operate, and manage the real property known as **214 West Ave, Long Beach, MS** (Premises) described as a single-family house, commencing on this date **November 16, 2022** and terminating at midnight on November 15, 2022 upon the following terms and conditions. This agreement will automatically renew for an additional one-year period provided that the Agent notifies Owner at least 30 days before each termination date. The owner has 30 days to acknowledge or accept the new terms as written. Should a delay occur in signing a new agreement after the expiration date, both parties agree management services will be extended for one year or until another agreement or extension is provided by the Agent. Either party may terminate this agreement with 60 days written notice to the other party or parties.

AGENT'S AUTHORITIES AND OBLIGATIONS

Owner hereby confers upon Agent the following authorities and obligations:

1. To advertise the availability of the Premises through Christies Gulf Beach Rentals website and third-party websites and directly to influencers. To use an electronic lock to permit access to the Premises to the Agent, guests, and maintenance vendors. Owner acknowledges that Agent is not insuring Owner against theft, loss, utility usage, or vandalism resulting from such access or while the unit is vacant.
2. Guests will be advised of the terms and conditions of their use of the property. They will agree to comply with the terms and conditions. From time to time, a guest may inflict damage upon the property or remove item(s) without permission. The owner acknowledges that this is a cost of doing business and agrees to repair or replace as necessary to maintain the property in good operating condition. The owner agrees that Agent is not liable for damage or removal of items by guests. (in some cases a third party may reimburse for damages e.g. Airbnb)
3. To follow the Pet Policy. The owner must provide instructions about the acceptance of pets. Type, number, size, etc. **No pets are allowed without owner's written permission.**
4. To collect rents, security deposits, and other receipts, and to deposit such monies into the Owners bank account. All funds collected from guests through the reservation system will be considered pre-payment for their stay. Agent will only disburse funds to Owner after the guest has completed their stay. Funds will be disbursed by the 10th of the following month directly into the owners bank account. Owner acknowledges that only funds received and earned will be disbursed. Funds from guests staying the last few days of the month where payment is not earned until the next month will be paid in the next cycle.
5. Agent will submit on behalf of the owner, sales tax payments required by Mississippi law on a monthly basis. Taxes are collected from guests as a separate line item and are not subject to the Agent's management fee. Current sales tax rate is 12% of gross amount paid directly through our website or through third party. The gross amount does not include cleaning fees. Airbnb and VRBO currently pay taxes to the state on behalf of the Owner. Tax payments are recorded in the owners report.
6. To employ attorneys to enforce Owner's rights under third party agreements and institute legal action on behalf of the Owner.
7. **Owner can use the property only after consulting with the Agent and scheduling their stay in advance. There is a cleaning fee which must be paid for owners and their guests. Cleaning fee will be deducted from the monthly reimbursement. Exception to the cleaning fee if the owner leaves property EXACTLY as they found it.**
8. **Cleaning fees are charged directly to guests. The owner does not participate in the cleaning fee income, this amount is deducted from the fees collected from 3rd party providers and any guests booking through the Christies Gulf Beach Rentals website.**
9. To provide reasonably necessary services for the proper management of the property including an annual interior survey (additional surveys available for an additional negotiated fee per survey), maintenance supervision, alterations and repairs as may be required by Owner.
10. To hire, supervise and discharge all independent contractors required in the operation, maintenance and refurbishment of the property. Agent has a preferred vendor list that they will primarily use for any repairs at the premises. In order to reduce liability to the Owner and comply with federal law, All invoices are billed to the Owner in care of the Agent. Owner has the option to perform repairs.
11. To contract for repairs or alterations at cost to the Owner not to exceed \$350.00 per repair (repair limit does not apply to HVAC or water heater repairs/replacement). The agent is not required to notify Owner of repairs under \$350.00 authorized limit prior to ordering or completion of the repair (regular communication will ensure the owner is aware). Invoice copies will be maintained by the Agent as required by law and will not be provided to the Owner, except under separate agreement at an additional fee. Expenses above the repair limit shall be in such amounts as agreed by the Owner and Agent, except recurring (monthly) operating charges and/or emergency repairs in excess of the maximum. Owner authorizes Agent to use reserve or other Owner's funds held by the Agent for repairs that are necessary to protect the Premises from damage or to maintain services to the tenant as required in their leases or by local, state, or federal laws.
12. To contract for emergency repairs and expenses that are necessary for the protection of the property from damage, or to provide services to the tenants provided for in their leases and the Landlord Tenant Act, (including but not limited to: HVAC failures, water line breakage, sewage backflow, or roof, structural or other failures). Owner will be notified the next business day or sooner about emergency repairs.
13. To contract as Agent deems necessary for utilities, appliances, services, non-tenant related pest control (termites, bees, scorpions, etc.) and supplies for the operation, maintenance and safety of the Premises. Owner agrees to turn on necessary utilities in their name.
14. Agent will attempt to manipulate the air conditioning system to reduce the owners cost. This includes turning the thermostat up or down by the cleaning crew when possible. Agent strongly recommends that the Owner have a wifi thermostat installed to provide the Agent with control of the comfort of the guests while attempting to reduce the cost of utilities to operate the system when vacant.
15. To replace, install or repair smoke and carbon monoxide detectors and/or alarms as required by law. Fee for this service included in the fee schedule.
16. To cooperate with various home warranty companies in the maintenance of the property (when applicable). If warranties are not presented at time of PMA commencement, the Agent will not be liable for work performed by a repair service of the Agent's choice. Should Agent determine that the warranty company or its subcontractor is unresponsive or untimely, Agent may contract for necessary repairs with a repair service company of their choice at Owner's expense. Owner assumes all responsibility for renewal of warranty contract(s) and payment of policy premiums. A warranty coordination fee may be charged at the Agent hourly rate if working with the warranty company causes the Agent to spend time above and beyond a normal repair.
17. To report Owner income as required by law and issue Owner an IRS 1099 Miscellaneous Income form (or IRS 1042S Income form for foreign investors) for all taxable funds received. Owner consents to receive substitute IRS forms online and acknowledges they have the ability to access their online portal. Instructions for printing forms and making changes to Owner information is provided through the Owners online portal. In the event the Owner can not access their tax forms online, a paper copy can be provided upon written request to Agent. Owner agrees to complete a W-9 or other applicable tax forms with an accurate tax identification number and address, in addition to any other requested information or required tax form and to notify the Agent of any changes. Any fines assessed due to inaccurate information provided by Owner or changes to Owner's information will be charged to Owner.
18. To maintain accurate records of all monies received and disbursed in connection with the management of the property. Owner has the right during regular business hours and upon reasonable notice to examine and make copies of their account records.
19. To deposit net proceeds into Owner accounts on or about 10th of the following month. Owners requesting a check at any other time of the month may be charged an "out of cycle" \$25.00 processing fee. Funds will be sent through the Agent's bank bill pay which may or may not create an electronic transfer to the Owner bank account. Payments will not be mailed, funds must be deposited directly into the Owners bank account.

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Wire transfers require additional fees and will only be done upon request at owners cost. Owner will provide an email address for online statement notification and bank account information for direct deposit purposes. Should an email address or bank account change, Owner agrees to notify the Agent. Agents will provide access to owners reports via a link to a Google Sheet. This report is available 24/7 and owners will be responsible for viewing this report at their leisure. No report will be sent as this report will be updated as new information is provided.

20. Other authorized expenses: None. Any loan payments, property taxes, privilege use taxes, insurance and homeowners association payments are the direct responsibility of Owner. Owner may direct Agent to make payments on his behalf, using coupons, vouchers, or billing statements, which must be provided by Owner. An accounting service fee (see fee schedule) per month for additional services (monthly impound accounts, property tax payments, acting as Owner's statutory agent, etc.) will be charged as services are rendered. Owner is solely liable for any changes. If the Agent does not receive payment instructions in a timely fashion, the Owner is solely liable and no payment will be made. Agent is not responsible for any late fees and/or credit issues due to late payments for any items referred to in this paragraph. Agent cannot under any circumstances advance money for payment of Owner's obligation.

20. Agents from time to time will refer individuals requesting a stay at Owners property to stay at other owners properties when the Owners property is booked. In exchange, Agent will book guests that are overages from other owners' properties that Agent manages. Each owner receives their regular compensation, there are no commissions or other compensation involved.

21. Additional Terms: None

OWNER'S OBLIGATIONS

1. Owner agrees to carry, at Owner's expense, bodily injury, property damage and personal injury liability insurance in the amount of not less than \$500,000 per person or One Million Dollars (\$1,000,000) if the Premises contain a pool, attractive nuisance or latent defects. In cases of a condominium/townhouse policy, Owner shall carry a minimum of \$300,000 additional liability. The policy shall be written on a comprehensive general liability form and shall name the Agent as additional insured. Owner shall immediately furnish Agent with a certificate of insurance evidencing that the coverage is in force with a carrier acceptable to Agent. If Owner does not provide evidence of such insurance, Agent may purchase such coverage at Owner's expense. In the event the Agent receives notice that said insurance coverage is to be canceled, the Agent shall have the option to immediately cancel this agreement.

Policy#: Z2SSIU501160 Insurance agent name/company: Betsy Taylor Insurance phone number: (228) 207-8679

4. If the Premises has a pool, the Owner, at Owner's expense, shall comply with all applicable state, county, and municipal swimming pool barrier laws or regulations prior to the Premises being occupied. Each city code varies and information can be located at the city's governmental website.

5. Owner represents that Owner has the legal authority to lease the Premises. The undersigned Owner of the property hereby affirms that: a.) The property is insured as a rental, with an Agent named as additional insured, and b.) The Homeowners Association (HOA) is aware of and approves the use of the property as a rental.

6. Owner will disclose in writing all known defects, latent or obvious, to the Agent and warrants that the Premises are in a safe and sanitary condition as of the contract date. Agent will provide a preferred disclosure form for Owner convenience, but regardless of form used, the Owner acknowledges that failure to make legally required disclosures may result in civil liability. Owner shall comply with all lead-based paint (LBP) laws. If the property was built prior to 1978, Owner shall notify the Agent of any known LBP or LBP hazards in the Premises and provide the Agent with any LBP risk assessments or inspections of the Premises. Further, Owner agrees to provide EPA approved LBP forms upon Agent request.

7. Owner shall fulfill all Owner's obligations to Guest pursuant to the lease agreement as required by law.

8. Owner agrees that Agent shall handle Guest relations and Agent discourages Owner from contacting the guests directly. Owner shall not visit or enter premises without notifying the Agent in advance to determine if there is a Guest in residence.

9. Owner shall not hire or contract with any employee of the Agent to do any work or perform any service related to the Premises without the Agent prior written consent.

10. Owner agrees that Agent will set prices for the property based upon research of the market at the time and other factors that will lead Agent to price the property competitively. Agent will consult the owner when major price changes are to be made.

11. Owner certifies that all mortgage obligations, property taxes, association fees (and/or any other obligations which could lead to any default or foreclosure action against the Premises) are current at this time and further agrees to keep them current and paid to full as required. Should the Agent be notified in any manner that a foreclosure action has been initiated against the subject property, the Owner authorizes Agent to freeze all funds related to that property and Agent will make no further disbursement to the Owner. Owner has 30 days to cure the default that initiated the foreclosure action or provide evidence that the foreclosure was initiated erroneously by the lending institution. Should Owner fail to cure the default, Owner authorizes Agent to refund the prepaid funds to Guest and to deduct from any Owner's funds on hand with Agent all amounts due to Agent or Guest including, but not limited to, any refund to Guest of prorated payment. Owner

and Agent agree that nothing in this paragraph shall limit Agent's other legal remedies to collect from Owner any unpaid fees due to Agent.

12. Owner agrees to purchase any business license or other license required by the applicable governmental authority and pay any fees or taxes when due. Owner, at Owner's expense, Agent agrees to assist Owner in applying for licensing and registering the Premises with the appropriate county on the owner's behalf.

13. Owner agrees to notify the Agent immediately of any changes in the Owner's contact information (including but not limited to) mailing address, phone numbers, email address and banking information (for ACH payments). Owner agrees to notify the Agent immediately of any change in ownership or title for the Premises.

14. Neither Agent nor Owner may assign any rights or obligations pursuant to the Property Management agreement without prior consent of the other party. This agreement is entered into by and between the Owner and Agent, and shall be binding upon the successor and assigns of the Agent, and the heirs, executors, administrators, successors, and assigns of the Owner in the event of death or other incapacitation of either party.

15. The parties to this agreement agree that neither side will request a jury trial in the event of litigation. The parties specifically waive their right to a jury trial and agree that any court action is determined by a judge only.

COMPENSATION

Owner agrees to pay Agent fees for services rendered at the rates in Attachment A - Fee Schedule. The owner agrees to assign to the Agent all guest payments (including guest payments paid directly to the Owner) and other income collected for the purposes specified in this Agreement, including the payment of obligations incurred. Such compensation is due and payable on demand and may be collected from any of the Owner's funds.

MANAGEMENT SERVICES: The owner agrees that the management fee represents payment for management and marketing services.

SALE OF PROPERTY: By separate agreement, Agent is affiliated with Logan-Anderson, Golf Coastal Realtors

OTHER SERVICES: See Attachment A - Fee schedule. Should the Owner agree to any supplemental services such as accounting, the Owner will indicate that this is a service they desire by initialing the line item on the Attachment.

TERMINATION: Either party may terminate this agreement with 90 days written notice to the other party or parties. Termination without proper notice or at any time other than the agreement ending date will result in cancellation fees (on occupied properties). Upon termination of the management agreement, the Agent shall provide the Owner with a final accounting. Agent shall deliver to the Owner a final accounting statement and Owner distribution check within 35 days of the termination date. Any prepayments held will be transferred into the Owner's funds after deducting the management fee for the work to obtain the reservation. The owner will receive a list of any scheduled reservations. There is a \$700 early termination fee to compensate the Agent for work completed on behalf of the Owner to modify the Agent's websites and to remove third-party postings, except in case of Owner default, and accounted for in the final statement. Should there remain additional outstanding payables, known or expected, the Agent may withhold an estimated amount to cover them and account to the Owner as soon as the payment is made but not to exceed 75 days from the termination date. Should Owner have a shortage in his account to cover all final payables, the Owner agrees to deliver funds to the Agent upon demand within five (5) calendar days.

In the event of foreclosure, Agent shall be entitled to all of the management fees that would be due to Agent through the end of the management agreement or lease (whichever ends later). If the Owner cancels at any time other than the management agreement ending date with a tenant in place, full management fees are due for the 60 day cancellation period. Neither termination of this agreement by either party nor sale or foreclosure of the Premises, shall affect the obligation of Owner to pay the commission to the Agent.

TERMINATION OF AGREEMENT

MINUTES OF JANUARY 12, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

If Owner or Agent decide to terminate this agreement per the provisions included in this agreement, the Agent is under no obligation to provide any data regarding reservations in place for Owners property beyond the termination date. The Agent may find other accommodation for guests or upon payment by Owner to Agent for the uncompensated effort to advertise and manage the guest reservation system, provide information about guest reservations. There is a \$500 early termination fee for any agreement terminated by Owner prior to the expiration of this agreement.

OTHER TERMS

Unless otherwise provided, delivery of all notices, statements, reports, and disbursements ("Notice") required or permitted hereunder shall be delivered in writing addressed to Owner or Agent and deemed delivered and received when: (i) hand delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if email addresses provided herein; (iv) sent via recognized overnight courier service; or (v) sent by U.S. mail, in which case the Notice shall be deemed received when actually received or five (5) days after the Notice is mailed, whichever occurs first. This is intended to be a legally binding contract. This Agreement shall be governed by Mississippi law and jurisdiction is exclusively conferred on the State of Mississippi. No representation is made as to the legal validity or adequacy of any provision or the tax consequences thereof. Owner acknowledges and agrees that the Agent may now or in the future represent other owners of similar properties. The owner recognizes, acknowledges, and agrees that the Agent is not qualified or licensed to provide legal or tax advice. If you desire legal or tax advice, consult your attorney or tax advisor. This agreement and applicable attachments are the entire agreement between the Owner and Agent, and there are no other covenants, promises, agreements, conditions or understandings, oral or written between them. Any change or alteration to this agreement must be in writing. Agent may modify this agreement with a minimum 30 day written notice to Owner. Modifications may apply to this agreement and any future revisions. Owner agrees to pay applicable state gross receipts tax (service tax) if adopted by the state. If any provision in this agreement is held by any Court to be unlawful, invalid or unenforceable, that provision shall be voided, but all other terms and conditions shall remain in effect. Agent will not be responsible to account for such interest to Owner. In the event of any legal action by the parties arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, to be determined by the court in which such action is brought. If any of the Premises shall ever be foreclosed upon or condemned, this agreement shall immediately be terminated without further action or notification required by either party. Agent accepts employment under the term of and agrees to use diligence in the exercise of the obligations, duties, authorities in herein upon Agent.


CLIENT SIGNATURE

11-20-2022
DATE

Terry Anderson & Sarah McKenna
Terry Anderson
CLIENT COMPANY

tandersonjr65@gmail.com / sarahjmckenna@gmail.com
tandersonjr65@gmail.com
CLIENT EMAIL


GULF COAST PROPERTY MANAGEMENT

11/22/22
DATE



CERTIFICATE OF INSURANCE COMMON POLICY DECLARATIONS State of Mississippi		
Previous Number NEW		Certificate Number 22SSIU501160
This Declaration is attached to and forms part of certificate provisions. Insurance effected with: Certain Underwriters at Lloyds of London 1339		AUTHORITY REF. NO. Per Insurer Participation Schedule
INSURED NAME & MAILING ADDRESS: Terry L. Anderson and Sarah McKenna 8274 South Gerona Circle Lapoint, UT 84039	BROKER: SSIU, LLC PO Box 639 Daphne, AL 36526	PRODUCING AGENT: Betsy Taylor Insurance Betsy Taylor MS LIC # 9907018
POLICY PERIOD FROM: 08/02/2022 TO: 08/02/2023 POLICY TERM: 12:01 A.M. Standard Time at the Residence Premises		
LOCATION ADDRESS(a): 214 West Avenue Long Beach, MS 39560	POLICY TYPE: DP-3 OCCUPANCY: Rental(Short-Te	
COVERAGES	LOSS SETTLEMENT TYPE	LIMIT OF LIABILITY
SECTION I - AS PER FORM A) DWELLING B) OTHER STRUCTURES C) PERSONAL PROPERTY D) LOSS OF USE / RENTS	RCV RCV RCV	\$400,000 No Coverage \$80,000 \$40,000
SECTION II - AS PER FORM E) PERSONAL LIABILITY F) MEDICAL EXPENSE		\$300,000 \$1,000
Total Premium: \$4,379.64 POLICY FEE - STANDARD \$125.00 INSPECTION FEE \$150.00 MWUA TAX \$139.64 Surplus Lines Tax \$186.19 MS Stamping \$11.64 TOTAL: \$4,992.11		
DEDUCTIBLES (Section 1 Only):	ALL OTHER PERILS: \$2,500 WIND & HAIL: 5% OF COVERAGE A = \$20,000 FLOOD: EXCL.	
FORMS AND ENDORSEMENTS: This policy is made and accepted subject to the above statement together with the provisions, stipulations and agreements contained in the following form(s) and endorsement(s); See Schedule of Forms and Endorsements		
NOTE: This insurance policy is issued pursuant to Mississippi Law covering surplus lines insurance. The company issuing the policy is not licensed by the State of Mississippi but is authorized to do business in Mississippi as a non-admitted company. The policy is not protected by the Mississippi Insurance Guaranty Association in the event of the insurer's insolvency. LICENSE #: 10310158 NAME: Joseph Taylor Norton		
MORTGAGEE(s): Rocket Mortgage, LLC ISAOA/ATIMA PO Box 202070 Florence, SC 29502 LOAN # 3492267628		
This policy shall not be valid unless countersigned by our authorized agent: COUNTERSIGNED Date: 07/26/2022		
By: J. Taylor Norton		

**MINUTES OF JANUARY 12, 2023
REGULAR MEETING**

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

After considerable discussion, Commissioner Walters made motion, seconded by Commissioner Shaw and unanimously carried recommending approval of the application as submitted.

It came for discussion under New Business a Certificate of Resubdivision for the property located at 116 Winters Lane, Tax Parcels 0612F-02-016.014 and 0612F-02-016.013, submitted by Walter Neal Thomas, as follows:

MINUTES OF JANUARY 12, 2023
REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

Office use only
Date Received 11-28-22
Zoning C-3
Agenda Date 1-12-23
Check Number CASH

APPLICATION FOR CERTIFICATE OF RESUBDIVISION

- I. TYPE OF CASE: CERTIFICATE OF RESUBDIVISION
- II. ADVALOREM TAX PARCEL NUMBER(S): 0612F-02-016.014 & 0612F-02-016.013
- III. GENERAL LOCATION OF PROPERTY INVOLVED: 116 Winters Lane
- IV. ADDRESS OF PROPERTY INVOLVED: 116 Winters Lane
- V. GENERAL DESCRIPTION OF REQUEST: Resubdivision of Combine A Bune Two Lots
Into 1- Lot

VI. REQUIRED ATTACHMENTS:

- A. Resubdivision Survey and Certificate (see attached example) on no less than 11" X 17" paper.
- B. Cash or check payable to the City of Long Beach in the amount of \$375.00
- C. Proof of ownership (copy of recorded warranty deed) if applicable proof of authority to act as agent for owner.

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

VII. OWNERSHIP AND CERTIFICATION:

READ BEFORE EXECUTING. the applicant acknowledges that, in signing this application, all conditions and requirements inherent in the process have been fully explained and understood, including the timetable for processing the application, the completed application with all necessary documents and payments must be returned to the Planning office not later than fifteen (15) days before the 2nd or 4th Thursday of each month. Receipt of fee(s) does not constitute receipt of a completed application.

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

Walter Neal Thomas.
Name of Rightful Owner (PRINT)

16812 Spring Lake Dr West
Owner's Mailing Address

Union MS. 39565
City State Zip

228-382-2437
Phone

[Signature]
Signature of Rightful Owner

11-27-22
Date

Name of Agent (PRINT)

Agent's Mailing Address

City State Zip

Phone

Signature of Applicant Date

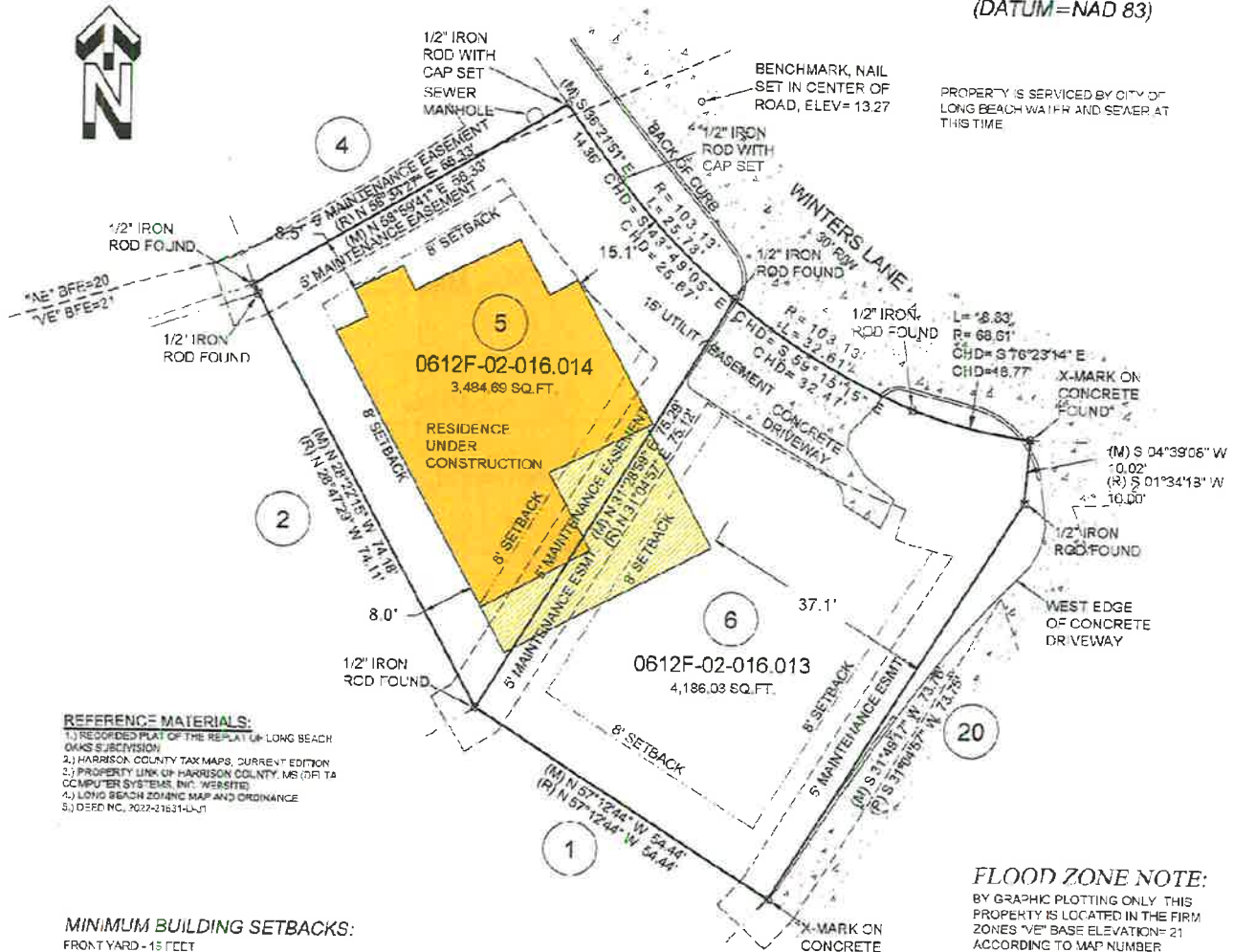
**MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

A RESUBDIVISION OF TWO LOTS INTO ONE PARCEL AND LYING IN THE REPLAT OF LONG BEACH OAKS SUBDIVISION, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI. SAID PARCELS BEING REFERRED TO AS TAX PARCEL NUMBERS 0612F-02-016.013 AND 0612F-02-016.014

EXISTING

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

- LEGEND:**
- ⊗ IRON ROD FOUND
 - IRON PIPE FOUND
 - IRON ROD SET
 - ⊕ SPIKE FOUND
 - ⊖ SPIKE SET
 - CONCRETE MONUMENT FOUND
 - CONCRETE MONUMENT SET
 - ⊕ LIGHTWAVE POINT FOUND
 - AS PER SURVEY
 - AS PER RECORD
 - AS PER PLAN
 - IRON ROD FOUND
 - IRON ROD SET



- REFERENCE MATERIALS:**
- 1.) RECORDED PLAT OF THE REPLAT OF LONG BEACH OAKS SUBDIVISION
 - 2.) HARRISON COUNTY TAX MAPS, CURRENT EDITION
 - 3.) PROPERTY LINK OF HARRISON COUNTY, MS (OR) TA COMPUTER SYSTEMS, INC. WEBSITE
 - 4.) LONG BEACH ZONING MAP AND ORDINANCE
 - 5.) DEED NC, 2022-21631-L-1

MINIMUM BUILDING SETBACKS:
FRONT YARD - 15 FEET
SIDE YARD - 8 FEET
REAR YARD - 8 FEET

FLOOD ZONE NOTE:
BY GRAPHIC PLOTTING ONLY THIS PROPERTY IS LOCATED IN THE FIRM ZONES "VE" BASE ELEVATION= 21 ACCORDING TO MAP NUMBER 28047CC357G, DATED JUNE 16, 2000. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING. THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.

GPS OBSERVATION NOTE

DATE OF FIELD WORK, 11/17/2022
TOPCON VR RECEIVER WAS USED FOR GPS OBSERVATION, UTILIZING THE EARL DUDLEY, INC. REAL-TIME NETWORK



NOTES:

- 1.) FIELD SURVEY PERFORMED WITH A TOPCON VR GPS RECEIVER.
- 2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON GPC (2011 M.S.E).
- 3.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING (8-800-227-5677).
- 4.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ETC OF FIRM TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.
- 5.) THIS IS A CLASS "D" SURVEY.
- 6.) BEARINGS SHOWN HEREON ARE DERIVED BY: GRID NORTH BY GPS OBSERVATION, ALL LINES RELATIVE TO.

CLIENTS: WALTER NEAL THOMAS
DATE OF FIELD SURVEY: 11/17/2022
DRAWN BY: CAC
JOB NUMBER: 19003.dwg

PREPARED BY:

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

SHEET 1 OF 4

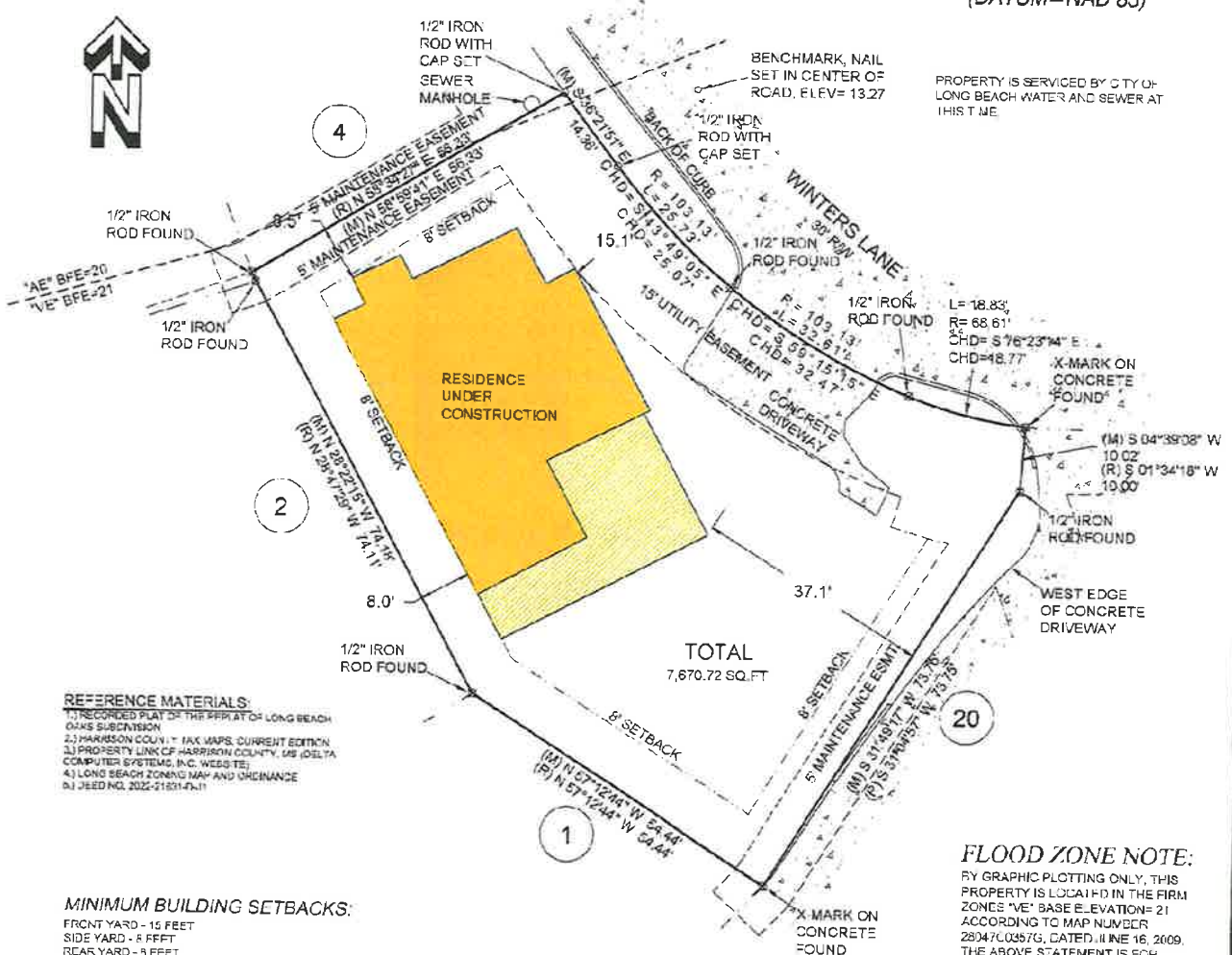
**MINUTES OF JANUARY 12, 2023
REGULAR MEETING**

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

A RESUBDIVISION OF TWO LOTS INTO ONE PARCEL AND LYING IN THE REPLAT OF LONG BEACH OAKS SUBDIVISION, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI. SAID PARCELS BEING REFERRED TO AS TAX PARCEL NUMBERS 0612F-02-016.013 AND 0612F-02-016.014

PROPOSED

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



- LEGEND:**
- ⊗ --- IRON ROD FOUND
 - --- IRON PIPE FOUND
 - --- IRON ROD SET
 - ⊗ --- SPIKE FOUND
 - ⊗ --- SPIKE SET
 - --- CONCRETE MONUMENT FOUND
 - --- CONCRETE MONUMENT SET
 - --- UPR-TARD KNOT FOUND
 - APP --- AS PER SURVEY
 - APP --- AS PER RECORD
 - APP --- AS PER PLAT
 - IR --- IRON ROD FOUND
 - IS --- IRON ROD SET

PROPERTY IS SERVICED BY CITY OF LONG BEACH WATER AND SEWER AT THIS TIME.

REFERENCE MATERIALS:
1) RECORDED PLAT OF THE REPLAT OF LONG BEACH OAKS SUBDIVISION
2) HARRISON COUNTY TAX MAPS, CURRENT EDITION
3) PROPERTY LINK OF HARRISON COUNTY, MS (DELTA COMPUTER SYSTEMS, INC. WEBSITE)
4) LONG BEACH ZONING MAP AND ORDINANCE
5) JEED NO. 2022-21501-7-11

MINIMUM BUILDING SETBACKS:
FRONT YARD - 15 FEET
SIDE YARD - 5 FEET
REAR YARD - 8 FEET

FLOOD ZONE NOTE:
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN THE FIRM ZONES "VE" BASE ELEVATION= 21 ACCORDING TO MAP NUMBER 28047-0357G, DATED, JUNE 16, 2009. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING. THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.



GPS OBSERVATION NOTE
DATE OF FIELD WORK: 11/17/2022
TOPCON VR RECEIVER WAS USED FOR GPS OBSERVATION, UTILIZING THE EARL DUDLEY, INC. RTK NETWORK.
RFAI-TIME NETWORK

- NOTES:**
- 1.) FIELD SURVEY PERFORMED WITH A TOPCON VR GPS RECEIVER.
 - 2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY GPS OBSERVATION, UTILIZING THE EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPG (2301 M S E).
 - 3.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GRID, IND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-8477.
 - 4.) BUILDING SETBACKS, FLOOD ZONES, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING SOULIES.
 - 5.) THIS IS A CLASS "B" SURVEY.
 - 6.) BEARINGS SHOWN HEREON ARE DERIVED BY: GRID NORTH BY GPS OBSERVATION, ALL LINES RELATIVE TO.

CLIENTS: WALTER NEAL THOMAS
DATE OF FIELD SURVEY: 11/17/2022
DRAWN BY: CAC
JOB NUMBER: 19003.dwg

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

**MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

A RESUBDIVISION OF TWO LOTS INTO ONE
PARCEL AND LYING IN THE REPLAT OF
LONG BEACH OAKS SUBDIVISION, CITY OF
LONG BEACH, FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI. SAID
PARCELS BEING REFERRED TO AS TAX
PARCEL NUMBERS 0612F-02-016.013 AND
0612F-02-016.014

LONG BEACH PLANNING COMMISSION

CERTIFICATE OF RESUBDIVISION

In accordance with Article II, Section 3 of the Code of Ordinance (Subdivision Regulations) of the City of Long Beach as amended, it is hereby certified that the Long Beach Planning Commission Chairman and Long Beach Mayor and Board of Aldermen have reviewed and approved the attached Final Plat. The following property has been subdivided from Harrison County ad valorem tax parcels (0612F-02-016.013 and 0612F-02-016.014) into (one) ot. The subject property is generally described as being located (on the west side of Winters Lane, Long Beach, MS).

The Case File Number is:

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION OF LAND PRIOR TO THIS RESUBDIVISION (PER DEED):
0612F-02-016.013

Lot Six (6). Replat of LONG BEACH OAKS SUBDIVISION, a subdivision according to the official map or plat thereof on file and of record in the office of Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 37 at Page 37 thereof, reference to which hereby is made in aid of and as a part of this description.

0612F-02-016.014

Lot Five (5). Replat of LONG BEACH OAKS SUBDIVISION, a subdivision according to the official map or plat thereof on file and of record in the office of Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 37 at Page 37 thereof, reference to which hereby is made in aid of and as a part of this description.

LEGAL DESCRIPTION OF THE PROPOSED COMBINED PARCEL:

Lot Five (5) and Lot Six (6). Replat of LONG BEACH OAKS SUBDIVISION, a subdivision according to the official map or plat thereof on file and of record in the office of Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 37 at Page 37 thereof, reference to which hereby is made in aid of and as a part of this description.

PREPARED BY:

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

CLIENTS: WALTER NEAL THOMAS
DATE OF FIELD SURVEY: 11/17/2022
DRAWN BY: CAC
JOB NUMBER: 19003.dwg

SHEET 3 OF 4

MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CERTIFICATE OF OWNERSHIP

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

[Signature]
SIGNED BY: WALTER NEAL THOMAS

11-28-2022
DATE

Subscribed and sworn to before me, in my presence this 28th day of November, 2022, a Notary Public in and for the County of Harrison, State of Mississippi.

[Signature]
NOTARY PUBLIC

My Commission Expires:



CERTIFICATE OF APPROVAL

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

ADMINISTRATOR _____

DATE _____

CERTIFICATE OF SURVEY AND ACCURACY

I hereby certify that this map drawn by me or drawn under my supervision from actual survey made by me or actual survey made under my supervision and deed description recorded in Deed No. 2022-21631-D-J1 in accordance with all applicable codes and ordinances. Witness my original signature, registration number and seal this the 28th day of NOVEMBER, 2022.

[Signature]
Clifford A. Crosby, P.L.S.
2539
MS P.L.S. NO.



PLANNING COMMISSION

Approved by the City of Long Beach Planning Commission at the regular meeting of said Commission held on the 17 day of JAN, 2023

[Signature]
Planning Commission Chairman

Date _____

ACCEPTANCE

Submitted to and approve by the City of Long Beach, Board of Aldermen, at the regular meeting of said Board of Aldermen held on the _____ day of _____, 20____.

ADOPT: _____

ATTEST: _____

MAYOR _____

CITY CLERK _____

PREPARED BY:

CLIFFORD A. CROSBY, PLS

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

CLIENTS: WALTER NEAL THOMAS
DATE OF FIELD SURVEY: 11/17/2022
DRAWN BY: CAC
JOB NUMBER: 19003.dwg

SHEET 4 OF 4

**MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

No special tap needed.

Joe Culpepper, P.E.
Project Manager



Trusted Utility Partners

Office # (228) 863-0440
404 Kohler Street Long Beach, MS 39560
P.O. Box 591 Long Beach, MS 39560
joe.culpepper@h2oinnovation.com | www.h2oinnovation.com

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



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

December 28, 2022

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

RE: Certificate of Subdivision - Tax Parcel No. 0612F-02-016.013 & 0612F-02-016.014

Ladies and Gentlemen:

We have received a Certificate of Subdivision for the referenced property, which can be described as Lots 5 & 6, Replat of Long Beach Oaks Subdivision. This subdivision simply combines two existing parcels into a single parcel. The proposed Parcel will be appx. 0.18 acres in size, with nearly 91 feet of frontage on Winters Ln.

This subdivision falls in the C-3 zoning district and therefore the "residence under construction" is in conflict with the ordinance's rear yard requirement of 10 feet and the front yard requirement of 25 feet. We believe setback information shown on plat is incorrect.

The Certificate itself has all appropriate certifications and information. If granted, City approval of the subdivision should be subject to the payment of any required tapping fees or special connection fees as determined by the City's Public Works department.

Sincerely,

Billy Swort, E.I.

BS:539

**MINUTES OF JANUARY 12, 2023
REGULAR MEETING**

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

After considerable discussion, Commissioner Walters made motion, seconded by Commissioner Shaw and unanimously carried recommending approval of the application as submitted.

It came for discussion under New Business a Certificate of Resubdivision for the property located at 310 Jeff Davis Avenue, Tax Parcel 0612B-03-056.000, submitted by Sarah Renken, as follows:

MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

Office use only
Date Received 11-30-22
Zoning C-1
Agenda Date 1-12-23
Check Number 205

APPLICATION FOR CERTIFICATE OF RESUBDIVISION

- I. TYPE OF CASE: **CERTIFICATE OF RESUBDIVISION**
- II. ADVALOREM TAX PARCEL NUMBER(S): 06128-03-056.000
- III. GENERAL LOCATION OF PROPERTY INVOLVED: corner of Jeff Davis Ave and W Fourth St
- IV. ADDRESS OF PROPERTY INVOLVED: ~~180~~ 310 Jeff Davis Ave
- V. GENERAL DESCRIPTION OF REQUEST: Resubdivision of combine 2 parcels to one
Into one parcel
- VI. **REQUIRED ATTACHMENTS:**
 - A. Resubdivision Survey and Certificate (see attached example) on no less than 11" X 17" paper.
 - B. Cash or check payable to the City of Long Beach in the amount of \$375.00
 - C. Proof of ownership (copy of recorded warranty deed) if applicable proof of authority to act as agent for owner.

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

VII. **OWNERSHIP AND CERTIFICATION:**

READ BEFORE EXECUTING, the applicant acknowledges that, in signing this application, all conditions and requirements inherent in the process have been fully explained and understood, including the timetable for processing the application, the completed application with all necessary documents and payments must be returned to the Planning office not later than fifteen (15) days before the 2nd or 4th Thursday of each month. Receipt of fee(s) does not constitute receipt of a completed application.

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

Sarah Renken
Name of Rightful Owner (PRINT)

19148 Pineville Rd
Owner's Mailing Address

Long Beach Ms 39560
City State Zip

228-669-6985
Phone

Sarah Renken
Signature of Rightful Owner

Date

Name of Agent (PRINT)

Agent's Mailing Address

City State Zip

Phone

Signature of Applicant

Date

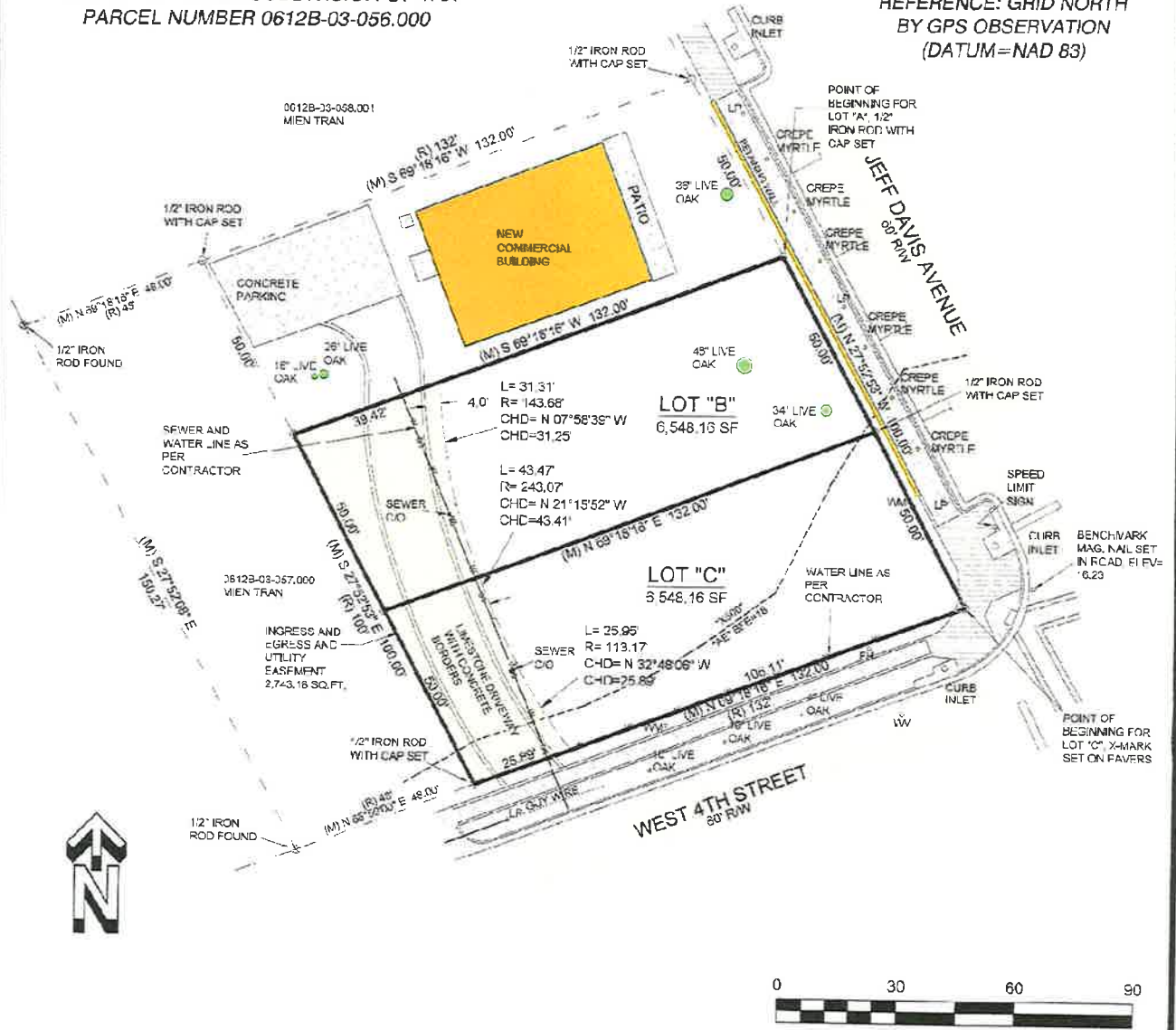
MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

A RESUBDIVISION OF TWO PARCELS INTO ONE PARCEL AND LYING IN SECTION 13, TOWNSHIP 8 SOUTH RANGE 12 WEST, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI. SAID PARCELS BEING REFERRED TO AS LOTS "B" AND "C" OF THE RESUBDIVISION OF TAX PARCEL NUMBER 0612B-03-056.000

EXISTING

PROPERTY IS SERVICED BY CITY OF LONG BEACH WATER AND SEWER AT THIS TIME.

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



- LEGEND:**
- X — IRON ROD FOUND
 - — IRON PIPE FOUND
 - — IRON ROD SET
 - ⊗ — SPIKE FOUND
 - ⊕ — SPIKE SET
 - ⊠ — CONCRETE MONUMENT FOUND
 - ⊡ — CONCRETE MONUMENT SET
 - — LIGHTED W/RT FOUND
 - ⊙ — AS PER SURVEY
 - APR — AS PER RECORD
 - APP — AS PER PLAT
 - INC — IRON ROD FOUND
 - IRS — IRON ROD SET

THIS PARCEL OF LAND IS LOCATED IN A ZONE C-1, COMMERCIAL DISTRICT 1 AS PER CITY OF LONG BEACH ZONING MAP.

GPS OBSERVATION NOTE

DATE OF FIELD WORK: 09/13/2021
TOPCON VR RECEIVER WAS USED FOR GPS OBSERVATION, UTILIZING THE EARL DUDLEY, INC. REAL-TIME NETWORK

FLOOD ZONE NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN THE FIRM ZONES "AE" BASE ELEVATION= 19 AND "X500" ACCORDING TO MAP NUMBER 2804700357G, DATED JUNE 16, 2009. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING. THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.

REFERENCE MATERIALS:

- 1.) HARRISON COUNTY TAX MAPS AND GIS WEBSITE
- 2.) INSTRUMENT NO. 2014-8010-D-J1
- 3.) INSTRUMENT NO. 2002-2346 D-J1
- 4.) INSTRUMENT NO. 2007-8329-D-J1
- 5.) INSTRUMENT NO. 2020-5903-D-J1
- 6.) INSTRUMENT NO. 2021-3-755-D-J1

CLIENTS: PHENOM INVESTMENTS, LLC
DATE OF FIELD SURVEY: 9/13/2021
DRAWN BY: CAC
JOB NUMBER: 20209.dwg

PREPARED BY:

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

NOTES:

- 1.) FIELD SURVEY PERFORMED WITH A TOPCON VR GPS RECEIVER.
- 2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPG (2501) V.S.E.
- 3.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-221-2477.
- 4.) BUILDING SETBACKS, ELEVATIONS, WETLAND DELIMITATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.
- 5.) THIS IS A CLASS "D" SURVEY.
- 6.) BEARINGS SHOWN HEREON ARE DERIVED BY GRID NORTH BY GPS OBSERVATION, ALL LINES RELATIVE TO.

SHEET 1 OF 5

MINUTES OF JANUARY 12, 2023
REGULAR MEETING

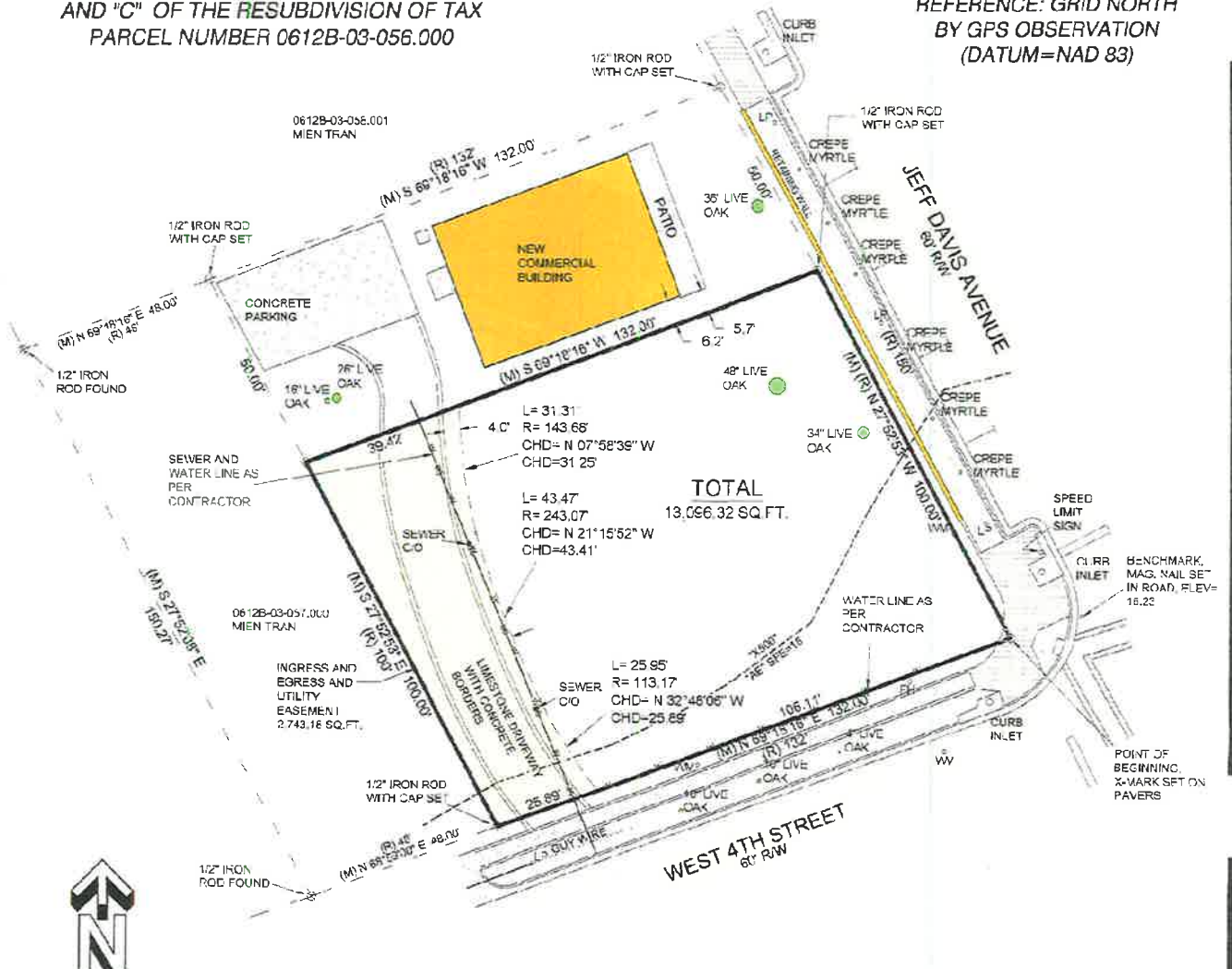
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

A RESUBDIVISION OF TWO PARCELS INTO ONE PARCEL AND LYING IN SECTION 13, TOWNSHIP 8 SOUTH RANGE 12 WEST, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI. SAID PARCELS BEING REFERRED TO AS LOTS "B" AND "C" OF THE RESUBDIVISION OF TAX PARCEL NUMBER 0612B-03-056.000

PROPOSED

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

PROPERTY IS SERVICED BY CITY OF LONG BEACH WATER AND SEWER AT THIS TIME.



- LEGEND:**
- IRON ROD FOUND
 - IRON PIPE FOUND
 - IRON ROD SET
 - △ SPIKE FOUND
 - △ SPIKE SET
 - CONCRETE MONUMENT FOUND
 - CONCRETE MONUMENT SET
 - LIGHTED KNOT FOUND
 - LIGHTED KNOT SET
 - APR --- AS PER RECORD
 - APP --- AS PER PLAN
 - IRF --- IRON ROD FOUND
 - IRS --- IRON ROD SET

THIS PARCEL OF LAND IS LOCATED IN A ZONE C-1, COMMERCIAL DISTRICT AS PER CITY OF LONG BEACH ZONING MAP.

GPS OBSERVATION NOTE

DATE OF FIELD WORK: 09/13/2021
TOPCON VR RECEIVER WAS USED FOR GPS OBSERVATION, UTILIZING THE EARL DUDLEY, INC. REAL-TIME NETWORK

FLOOD ZONE NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN THE FIRM ZONES "AE" BASE ELEVATION= 16 AND "X500" ACCORDING TO MAP NUMBER 28047C0357G, DATED JUNE 16, 2009. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING. THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.

REFERENCE MATERIALS:

- 1) HARRISON COUNTY TAX MAPS AND GIS WEBSITE
- 2) INSTRUMENT NO. 2013-8010-D-J1
- 3) INSTRUMENT NO. 2302-2346-D-J1
- 4) INSTRUMENT NO. 2007-8526-D-J1
- 5) INSTRUMENT NO. 2320-56054-D-J1
- 6) INSTRUMENT NO. 2321-31755-E-1

NOTES:

- 1) FIELD SURVEY PERFORMED WITH A TOPCON VR GPS RECEIVER.
- 2) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301) M.S.F.I.
- 3) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.
- 4) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.
- 5) THIS IS A CLASS "B" SURVEY.
- 6) BEARINGS SHOWN HEREON ARE DERIVED BY GRID NORTH BY GPS OBSERVATION, ALL LINES RELATIVE TO.

CLIENTS: PHENOM INVESTMENTS, LLC
DATE OF FIELD SURVEY: 9/13/2021
DRAWN BY: CAC
JOB NUMBER: 20209.dwg

PREPARED BY:

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

SHEET 2 OF 5

MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

A RESUBDIVISION OF TWO PARCELS INTO
 ONE PARCEL AND LYING IN SECTION 13,
 TOWNSHIP 8 SOUTH RANGE 12 WEST, CITY
 OF LONG BEACH, FIRST JUDICIAL DISTRICT
 OF HARRISON COUNTY, MISSISSIPPI. SAID
 PARCELS BEING REFERRED TO AS LOTS "B"
 AND "C" OF THE RESUBDIVISION OF TAX
 PARCEL NUMBER 0612B-03-056.000

LONG BEACH PLANNING COMMISSION

CERTIFICATE OF RESUBDIVISION

In accordance with Article II, Section 3 of the Code of Ordinance (Subdivision Regulations) of the City of Long Beach as amended, it is hereby certified that the Long Beach Planning Commission Chairman and Long Beach Mayor and Board of Aldermen have reviewed and approved the attached Final Plat. The following property has been combined from lots "B" and "C" of the resubdivision of Harrison County ad valorem tax parcels (0612B-03-056.000) into (one) lot. The subject property is generally described as being located (on north side of West 4th Street and the west side of Jeff Davis Avenue, Long Beach, MS).

The Case File Number is:

LEGAL DESCRIPTIONS

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

DEED NO. 2021-31755-D-J1

A parcel of land situated in Fractional 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):

Beginning at an x-mark on sidewalk at the intersection of the West margin of Jeff Davis Avenue with the North margin of West 4th Street; thence along said North margin of West 4th Street, South 69 degrees 18 minutes 16 seconds West 132.00 feet to a 1/4 inch iron rod with capset; thence North 27 degrees 52 minutes 53 seconds West 150.00 feet to a 1/4 inch iron rod with capset; thence North 69 degrees 18 minutes 16 seconds East 132.00 feet to a 1/4 inch iron rod with capset on the West margin of Jeff Davis Avenue; thence along said West margin, South 27 degrees 52 minutes 53 seconds East 150.00 feet to the point of beginning, containing 19,644.49 square feet. Herein described property being designated as County Parcel Number 0612B-03-056.000, and being that same property described as Parcel Four in Instrument No. 2013-8010-D-J1, of the Deed Records of the First Judicial District of Harrison County, Mississippi. This being the same property as Parcel Four in that certain deed conveyed to Ronald John Elias, Betty Jean Elias and Louis Elias, Jr., by Warranty Deed recorded as Instrument No. 2013-8010-DJ1, Land Deed Records of Harrison County, Mississippi.

LESS AND EXCEPT: The North 50 feet of the subject property.

SUBJECT TO: The following described ingress and egress and utility easement:

AN INGRESS AND EGRESS AND UTILITY EASEMENT SITUATED IN FRACTIONAL 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 AN X-MARK ON SIDEWALK AT THE INTERSECTION OF THE WEST MARGIN OF JEFF DAVIS AVENUE WITH THE NORTH MARGIN OF WEST 4TH STREET. THENCE ALONG SAID NORTH MARGIN OF WEST 4TH STREET, S69°18'16"W 105.11' TO THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID NORTH MARGIN, S69°18'16"W 25.89' TO A 1/2" IRON ROD WITH CAP SET; THENCE N27°52'53"W 100.00' TO A 1/2" IRON ROD WITH CAP SET; THENCE N69°18'16"E 39.42'; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 143.68', AN ARC LENGTH OF 31.31' AND A CHORD BEARING AND DISTANCE OF S07°58'39"E 31.25'; THENCE ALONG A CURVE TO LEFT, HAVING A RADIUS OF 243.07', AN ARC LENGTH OF 43.47' AND A CHORD BEARING AND DISTANCE OF S21°15'52"E 43.41'; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 113.17', AN ARC LENGTH OF 25.95' AND A CHORD BEARING AND DISTANCE OF S32°48'06"E 25.89' TO THE POINT OF BEGINNING, CONTAINING 2,743.18 SQUARE FEET.

PREPARED BY:

CLIFFORD A. CROSBY, PLS

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

CLIENTS: PHENOM INVESTMENTS, LLC
 DATE OF FIELD SURVEY: 9/13/2021
 DRAWN BY: CAC
 JOB NUMBER: 2C209.dwg

SHEET 3 OF 5

**MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

A RESUBDIVISION OF TWO PARCELS INTO ONE PARCEL AND LYING IN SECTION 13, TOWNSHIP 8 SOUTH RANGE 12 WEST, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI. SAID PARCELS BEING REFERRED TO AS LOTS "B" AND "C" OF THE RESUBDIVISION OF TAX PARCEL NUMBER 0612B-03-056.000

LEGAL DESCRIPTIONS OF LOT CREATED BY THIS RESUBDIVISION (PER SURVEY MEASUREMENTS)

A PARCEL OF LAND SITUATED IN FRACTIONAL 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):

BEGINNING AT AN X-MARK ON SIDEWALK AT THE INTERSECTION OF THE WEST MARGIN OF JEFF DAVIS AVENUE WITH THE NORTH MARGIN OF WEST 4TH STREET; THENCE ALONG SAID WEST MARGIN OF JEFF DAVIS AVENUE, N27°52'53"W 100.00' TO AN 1/2" IRON ROD WITH CAP SET; THENCE S69°18'16"W 132.00' TO A 1/2" IRON ROD WITH CAP SET; THENCE S27°52'53"E 100.00' TO A 1/2" IRON ROD WITH CAP SET ON THE NORTH MARGIN OF WEST 4TH STREET; THENCE ALONG SAID NORTH MARGIN, N69°18'16"E 132.00' TO THE POINT OF BEGINNING, CONTAINING 13,095.32 SQUARE FEET.

HEREIN DESCRIBED PROPERTY BEING SUBJECT TO AN INGRESS AND EGRESS AND UTILITY EASEMENT SITUATED IN FRACTIONAL 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 AN X-MARK ON SIDEWALK AT THE INTERSECTION OF THE WEST MARGIN OF JEFF DAVIS AVENUE WITH THE NORTH MARGIN OF WEST 4TH STREET; THENCE ALONG SAID NORTH MARGIN OF WEST 4TH STREET, S69°18'16"W 106.11' TO THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID NORTH MARGIN, S69°18'16"W 25.89' TO A 1/2" IRON ROD WITH CAP SET; THENCE N27°52'53"W 100.00' TO A 1/2" IRON ROD WITH CAP SET; THENCE N69°18'16"E 39.42'; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 143.68', AN ARC LENGTH OF 31.31' AND A CHORD BEARING AND DISTANCE OF S07°58'39"E 31.25'; THENCE ALONG A CURVE TO LEFT, HAVING A RADIUS OF 243.07', AN ARC LENGTH OF 43.47' AND A CHORD BEARING AND DISTANCE OF S21°15'52"E 43.41'; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 113.17', AN ARC LENGTH OF 25.95' AND A CHORD BEARING AND DISTANCE OF S32°48'06"E 25.89' TO THE POINT OF BEGINNING, CONTAINING 2,743.18 SQUARE FEET.

PREPARED BY:

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

CLIENTS: PHENOM INVESTMENTS, LLC
DATE OF FIELD SURVEY: 9/13/2021
DRAWN BY: CAC
JOB NUMBER: 20209.dwg

**MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

CERTIFICATE OF OWNERSHIP

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

PHENOM INVESTMENTS, LLC

Sarah Renken
SIGNED BY SARAH RENKEN, MANAGING MEMBER

11/30/22
DATE

Subscribed and sworn to before me, in my presence this 30 day of November 20 22, a Notary Public in and for the County of Harrison, State of Mississippi.

Sarah Jeanfreau
NOTARY PUBLIC

My Commission Expires: _____



CERTIFICATE OF APPROVAL

I hereby certify that the minor subdivision shown on this plat does not involve the creation of new public streets, or any change in existing public streets, the extension of public water or sewer system or the installation of drainage improvements through one or more lots to serve one or more lots. That the subdivision shown is in all respects in compliance with the City ordinances of Long Beach and that therefore this plat has been approved by the administrator subject to its being recorded in the Harrison County Courthouse within (80) days of the date below.

ADMINISTRATOR _____

DATE _____

CERTIFICATE OF SURVEY AND ACCURACY

I hereby certify that this map drawn by me or drawn under my supervision from actual survey made by me or actual survey made under my supervision and deed description recorded in Deed No. 2021-31755-D-J1 in accordance with all applicable codes and ordinances. Witness my original signature, registration number and seal this the 17th day of NOVEMBER, 2022.

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

2539
MS P.L.S. NO.



PLANNING COMMISSION

Approved by the City of Long Beach Planning Commission at the regular meeting of said Commission held on the 12 day of July, 2023.

[Signature]
Planning Commission Chairman Date

ACCEPTANCE

Submitted to and approve by the City of Long Beach Board of Aldermen, at the regular meeting of said Board of Aldermen held on the _____ day of _____, 20____.

ADOPT: _____

ATTEST: _____

MAYOR _____

CITY CLERK _____

PREPARED BY:

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

CLIENTS: PHENOM INVESTMENTS, LLC
DATE OF FIELD SURVEY: 9/13/2022
DRAWN BY: CAC
LOB NUMBER: 20209.dwg

**MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

No Special Tap will be needed at this time.

Joe

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



630 Delmas Ave., Suite 6
Pascagoula, MS 39567
228-967-7137

December 28, 2022

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

RE: Certificate of Subdivision - Tax Parcel No. 0612B-03-056.000

Ladies and Gentlemen:

We have received a Certificate of Subdivision for the referenced property, which lies on the west side of Jeff Davis Ave. This subdivision simply combines two existing parcels into a single parcel. The proposed Parcel will be 0.30 acres in size, with 100 feet of frontage on Jeff Davis Ave. and appx. 106 feet on West 4th Street.

The Certificate itself has all appropriate certifications and information. If granted, City approval of the subdivision should be subject to the payment of any required tapping fees or special connection fees as determined by the City's Public Works department.

Sincerely,

Billy Swort, E.I.

BS:539

**MINUTES OF JANUARY 12, 2023
REGULAR MEETING**

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

After considerable discussion, Commissioner Walters made motion, seconded by Commissioner Fields and unanimously carried recommending approval of the application as submitted.

It came for discussion under New Business, Preliminary Plat Approval, Castine Pointe Town Homes (62 units) for the property located at Addison Blvd, Tax Parcel 0611C-01-002000, submitted by Castine Pointe, LLC (owners) and Steven Drown (Agent), as follows:

**MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



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

Office use only	
Date Received	1-5-23
Zoning	R-1
Agenda Date	1-12-23
Check Number	2680

- I. TYPE OF CASE: **PRELIMINARY PLAT APPROVAL**
- II. ADVALOREM TAX PARCEL NUMBER(S): 0611C-01-002.000
- III. GENERAL LOCATION OF PROPERTY INVOLVED: KLONDYKE + ADDISON BLVD
Castine Pointe
- IV. ADDRESS OF PROPERTY INVOLVED: ADDISON BOULEVARD
- V. GENERAL DESCRIPTION OF REQUEST: Subdivision of 62 UNIT
into TOWNHOUSE DEVELOPMENT

VI. REQUIRED ATTACHMENTS:

- A. Twenty (20) working days prior to the regular monthly meeting of the planning commission the following documents must be submitted:
 - a. Three (3) full-size blue-line copies of the preliminary plat,
 - b. Two (2) blue-line copies of the complete construction plans and specification,
 - c. Two (2) copies of the developer's engineer's basis of design and complete design calculation, and
 - d. Two (2) copies of the preliminary plat application forms.
 - e. The proposed plat shall be at a scale legible and functional on sheets of twenty-four (24) by thirty-six (36) inches in size. ****Please refer to the City of Long Beach's Subdivision Regulations for additional information to be included on the plat.**
- B. Cash or Check payable to the City of Long Beach in the amount as follows

2-3	Lots	\$100.00
4-10	Lots	\$150.00
11-50	Lots	\$300.00
50-100	Lots	\$400.00
100 +	Lots	\$500.00
- C. Proof of ownership (copy of recorded warranty deed), if applicable proof of authority to act as agent for owner.

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

VII. OWNERSHIP AND CERTIFICATION:

READ BEFORE EXECUTING. the applicant acknowledges that, in signing this application, all conditions and requirements inherent in the process have been fully explained and understood, including the timetable for processing the application, the completed application with all necessary documents and payments must be returned to the Planning office not later than twenty (20) days before the 2nd or 4th Thursday of each month. Receipt of fee(s) does not constitute receipt of a completed application.

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

<p><u>CASTINE POINTE, LLC</u> Name of Rightful Owner (PRINT)</p> <p><u>17940 PAINTERS ROW</u> Owner's Mailing Address</p> <p><u>Covington LA 70435</u> City State Zip</p> <p><u>985 893-8873</u> Phone</p> <p><u>JAY@RIECKEANDASSOC.COM</u> Email address</p> <p><u>Jared Riecke</u> <u>1-5-23</u> Signature of Rightful Owner Date</p> <p><u>JARED RIECKE</u></p>	<p><u>Steve DROWN</u> Name of Agent (PRINT)</p> <p><u>220 West 19th Ave</u> Agent's Mailing Address</p> <p><u>Covington LA 70433</u> City State Zip</p> <p><u>228 313 1063</u> Phone</p> <p><u>STEVEDROWN1@GMAIL.COM</u> Email address</p> <p><u>Steve Drown</u> <u>1-5-23</u> Signature of Applicant Date</p> <p><u>Steve Drown</u></p>
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**MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Index Instructions (Mississippi Code ANN. §89-5-33):

Prepared by & Return to:
U.S. Title Company, PLLC
114 West Third Street
Long Beach, MS 39560
228-822-0120
File Number: 0406-0001

-----[Space Above This Line For Recording Data]-----

State of Mississippi

County of Harrison

SPECIAL 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, **Hardy Court Shopping Center, Inc., herein represented by its President, Mitchell Salloum, Jr.,** does hereby sell, convey and specially warrant unto **Castine Pointe, LLC, a Louisiana Limited Liability Company,** the following described land and property situated in Harrison County, Mississippi, to wit:

DISTRICT OF HARRISON COUNTY, MISSISSIPPI, to-wit:

East one half (E1/2) of the Northeast Quarter (NE1/4) of the Northeast quarter (NE1/4) of Section Two (2), Township Eight (8) South, Range Twelve (12) West of said County.

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

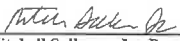
This conveyance is made subject to any and all reservations, restrictions, easements, exceptions, covenants and conditions of record, including any mineral, oil or gas reservations and any covenants, restrictions, or other matters of record.

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

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

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

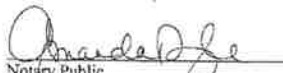
WITNESS my signature, for and on behalf of **Hardy Court Shopping Center, Inc.,** this the 10th day of May, 2006.


**Mitchell Salloum, Jr., President
Hardy Court Shopping Center, Inc.**

State of Mississippi

County of Harrison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10th day of May, 2006, within my jurisdiction, the within named Mitchell Salloum, Jr., who acknowledged that he is President of Hardy Court Shopping Center, Inc, a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.


Notary Public
My Commission Expires:
My Commission Expires: JAN 29, 2007

Address of Grantors:
P.O. Box 129
Gulfport, MS 39502
228-868-7070

Address of Grantees:
350 N. Causeway Blvd
Mandeville, LA 70448
985-626-5330

**MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

SELLER'S/OWNER'S AFFIDAVIT AND INDEMNITY

State of Mississippi

County of Harrison

Hardy Court Shopping Center, Inc., (hereinafter referred to as "the Owner"), being first duly sworn, on oath depose and state that I/We own the following described property:

18 acres, Long Beach, MS 39560 parcel no. 0611C-01-001.000

The Owner has owned the property now being sold or mortgaged by me continuously since 2004 or earlier, and the Owner's enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disrupted to the Owner's knowledge, nor does the Owner know of any facts by reason of which the title to, or possession of, said property might be disputed or by reason of which any claim to any of said property might be asserted adversely to Sellers/Owners, and more particularly, to Owner's knowledge:

1. No party other than the Seller(s)/Owner(s) is in possession of all or any portion of the premises above described under any unrecorded leases, tenancy at will or otherwise.
2. The Seller(s)/Owner(s) during the time of ownership of the premises above described has/have conveyed no portion of the premises nor done any act or allowed any act to be done which has changed or could change the boundaries of the premises.
3. The Seller(s)/Owner(s) has allowed no encroachments on the premises above described by any adjoining landowners nor has the undersigned encroached upon any property of adjoining land owners.
4. The Seller(s)/Owner(s) has allowed no easements, rights of way, continuous driveway usage, drain, sewer, water, gas or oil pipeline or other rights of passage to others over the premises above described and has no knowledge of such adverse rights.
5. The Seller(s)/Owner(s), at present, and for a period of One year past or more, has caused no construction, erection, alteration or repairs of any structures or improvements on the premises above cited to be done, nor have contracted for any material to be delivered to the premises for which charges therefor remain unpaid.
6. The Seller(s)/Owner(s) has no knowledge of any highways, abandoned roads, lanes, cemetery or family burial grounds, springs, streams, rivers, ponds, or lakes bordering or running through said premises.
7. The undersigned has no knowledge of any due taxes or special assessments.
8. The undersigned has not allowed and knows of no violation of any covenants, restrictions, agreements, conditions, or zoning ordinances affecting the premises.
9. That there are no pending suits, proceedings, judgment, bankruptcies, liens or executions against said owners, either in the aforesaid county or any other county in the aforesaid state.

This affidavit is given to induce FIRST AMERICAN TITLE INSURANCE COMPANY,

A California Corporation, to issue its title insurance policy or policies without exception to claims of materialmen's and laborer's liens, survey matters, special assessments and rights of parties in possession, and as an inducement therefore, said affiants agree to indemnify and hold FIRST AMERICAN TITLE INSURANCE COMPANY, and its agent, harmless of and from any and all loss, cost, damage and expense of every kind, including attorneys' fees, which said FIRST AMERICAN TITLE INSURANCE COMPANY shall or may suffer or incur or become liable for under its said policy or policies now to be issued, or any reissue, renewal or extension thereof, directly or indirectly, as a result of any misrepresentation herewith.

Subscribed, and sworn to before me this 10th day of May, 2006.



**Mitchell Salloum, Jr., President
Hardy Court Shopping Center, Inc.**


Notary Public

My commission expires:

My Commission Expires: JAN 29, 2007

COMPLIANCE AGREEMENT

State of Mississippi
County of Harrison

Buyer/Borrower: Castine Pointe, LLC
Inc

Seller: Hardy Court Shopping Center,
Inc

Property Address: 18 acres
Long Beach, MS 39560

The undersigned for and in consideration of the above referenced property conveyance, agree, if requested by Central Progressive Bank or U.S. Title Company, PLLC to fully cooperate and adjust for clerical errors, including any erroneous proration of taxes, any or all closing documentation, which adjustments are deemed necessary or desirable in the reasonable discretion of Central Progressive Bank or U.S. Title Company, PLLC, to enable Central Progressive Bank or purchaser to sell, convey seek guaranty or market said loan to any entity including but not limited to any investor, and/or Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Authority or the Veterans Administration.

The undersigned, Castine Pointe, LLC, does hereby so agree and covenant that the closing documentation executed this day will conform and be acceptable in the market place in the instance of transfer, sale or convey by purchaser or by Central Progressive Bank of its interest in and to said documentation and, if not, to comply with any reasonable request of Central Progressive Bank or U.S. Title Company, PLLC to accomplish same.


NOTICE OF NON-REPRESENTATION AND HOLD HARMLESS

U.S. Title Company, PLLC does not represent and is not affiliated, in any capacity, with any parties involved with this transaction. U.S. Title Company, PLLC is, however, a title agent for First American Title Insurance Company. U.S. Title Company, PLLC is simply the facilitator of this transaction.

Castine Pointe, LLC acknowledge that it has communicated certain information to Central Progressive Bank in an effort to obtain financing for the purchase of the above-described property. Castine Pointe, LLC acknowledge(s) and agree(s) that Central Progressive Bank, initially and during the course of the loan process has made certain representations, i.e. Good Faith Estimate, Initial Truth in Lending, etc., to it with regard to the terms and conditions of the loan. Castine Pointe, LLC further acknowledge(s) that the terms and conditions of the final loan documents may vary from the terms and conditions it discussed with Central Progressive Bank initially and during the course of the loan process. Castine Pointe, LLC confirm(s) and acknowledge(s) that it reviewed the loan documents associated with the loan, received copies of same and agree with the terms and conditions of the final loan documents. Castine Pointe, LLC, by agreeing to the terms and conditions of the final loan documents and confirming that it does not desire to cancel or rescind said loan, hereby authorize(s) U.S. Title Company, PLLC to disburse the loan associated with the purchase of the above-described property. Castine Pointe, LLC hold(s) U.S. Title Company, PLLC harmless from any and all liability with regard to the terms and conditions of the final loan documents which in any way may differ from the terms and conditions disclosed to it initially and during the course of the loan process.

MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Dated 01/10/06


Jarod Riecke, Member
Castliffe Pointe, LLC


Mitchell Salloum, Jr., President
Hardy Court Shopping Center

BUYER / SELLER CERTIFICATION

Borrower: Castliffe Pointe, LLC
Seller: Hardy Court Shopping Center, Inc.
Lender: Central Progressive Bank
Settlement Agent: U.S. Title Company, P.LLC
(228)822-0120
Place of Settlement: 114 West Third Street
Long Beach, MS 39560
Settlement Date: May 10, 2006
Property Location: 18 acres
Long Beach, MS 39560
Harrison County, Mississippi

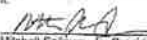
The Buyer and Seller this date have checked, reviewed and approved the figures appearing on the Disclosure/Settlement Statement (Statement of Actual Costs), consisting of two (2) pages. Buyer acknowledges receipt of the payment of the loan proceeds in full, and Seller acknowledges payment in full of the proceeds due Seller from the settlement.

The Buyer and Seller understand that the tax proration shown on the Settlement Statement are based on the prior tax periods rate(s). The Buyer and Seller agree to adjust the tax proration shown on the Settlement Statement when the actual advisors tax bill is rendered. Seller agrees to forward the next tax bill to Buyer immediately upon receipt of the bill from the tax office. Buyer understands that the next tax bill (even though in the name of the Seller) is the responsibility of the Buyer.

As part of the consideration of this sale, the contract between the parties is by reference incorporated herein and made a part hereof; the terms and conditions contained therein shall merge upon the delivery of the Special Warranty Deed.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Jarod J. Caruso-Riecke, Member
Castliffe Pointe, LLC


Mitchell Salloum, Jr., President of Hardy Court Shopping Center, Inc.

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.


Attorney/Agent
Settlement Agent


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


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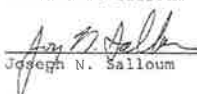
RESIGNATIONS

Each of the undersigned hereby resigns as a director of M. Salloum Land Company, Inc., a Mississippi corporation (the "Corporation"). In addition, Mitchell Salloum (sometimes referred to as Mitchell Salloum, Jr.) hereby resigns as President of the Corporation, Joseph Salloum hereby resigns as Vice-President of the Corporation, Richard Salloum hereby resigns as Secretary of the Corporation, and each of the undersigned hereby resign from any and all other office(s) which he may hold with respect to the Corporation. All such resignations shall be effective as of this the 10th day of May, 2006, but after execution of stock certificates numbered C9 and C10.

10th In witness whereof, we have set our signatures as of this the 10th day of May, 2006.

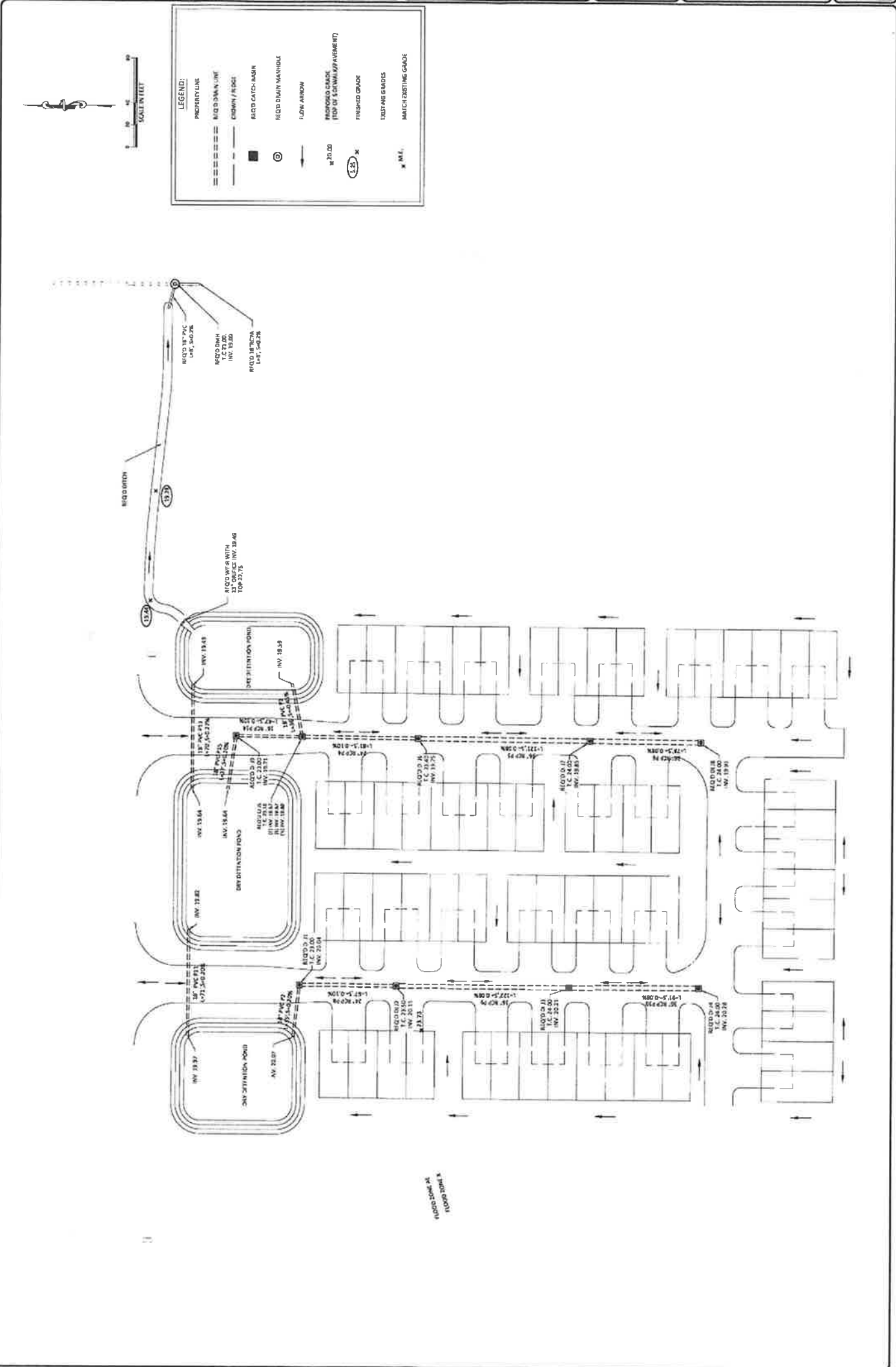

Mitchell Salloum


Richard P. Salloum


Joseph N. Salloum

MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

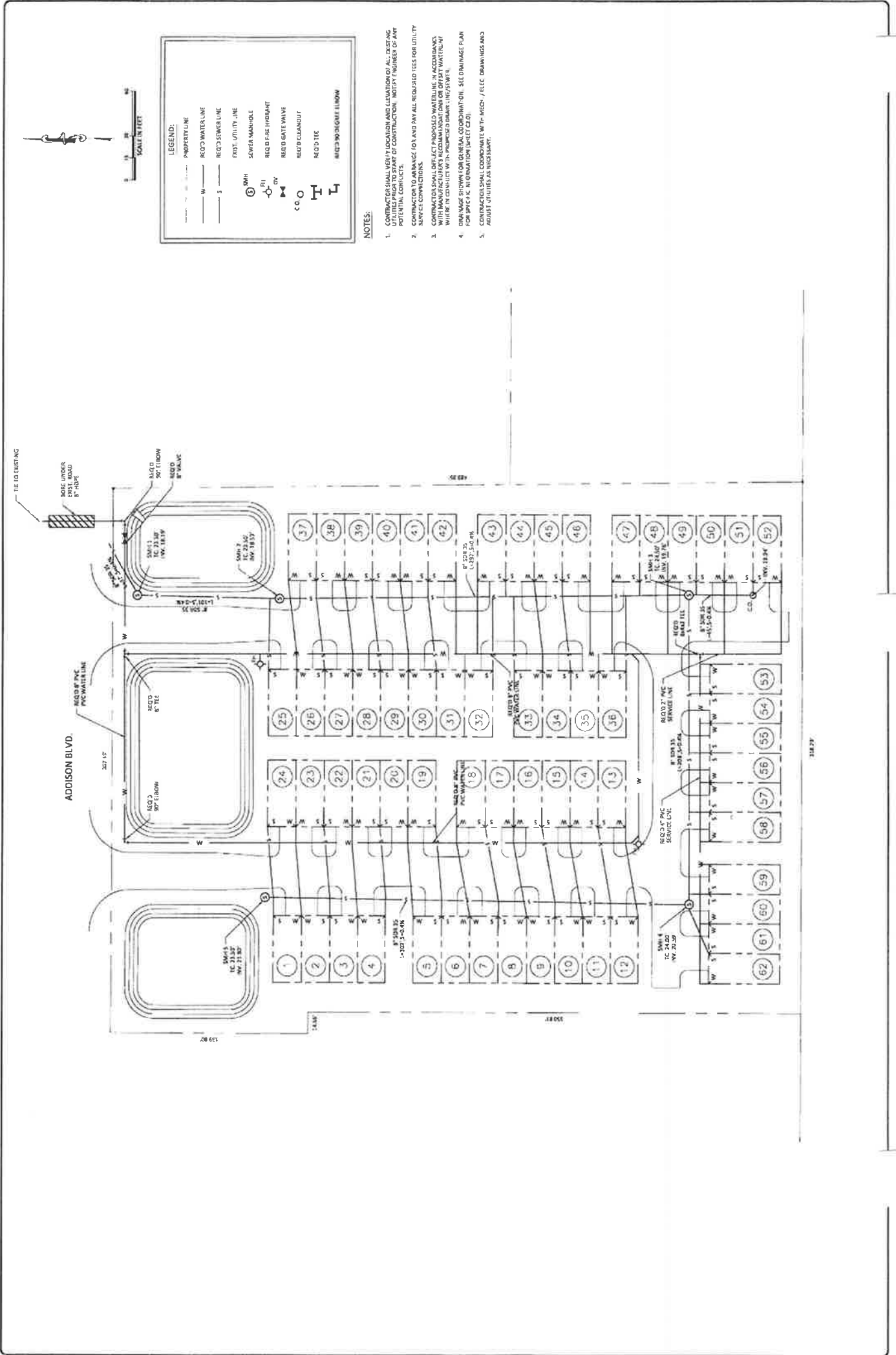
SCALE: 1/8" = 1'-0" DATE: 03/16/2023 DRAWN BY: JEP CHECKED BY: MAM/BAF DESIGNED BY: JEP PROJECT NO: 21096	CASTINE POINTE DEVELOPMENT TOWNHOME SITE HARRISON COUNTY, MS		DRAINAGE PLAN	
	PRELIMINARY DOCUMENTS THIS DRAWING IS THE PROPERTY OF KYLE ASSOCIATES, LLC AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF KYLE ASSOCIATES, LLC. JAMES E. KOWALSKI, P.E. 2021-2023			



MINUTES OF JANUARY 12, 2023 REGULAR MEETING

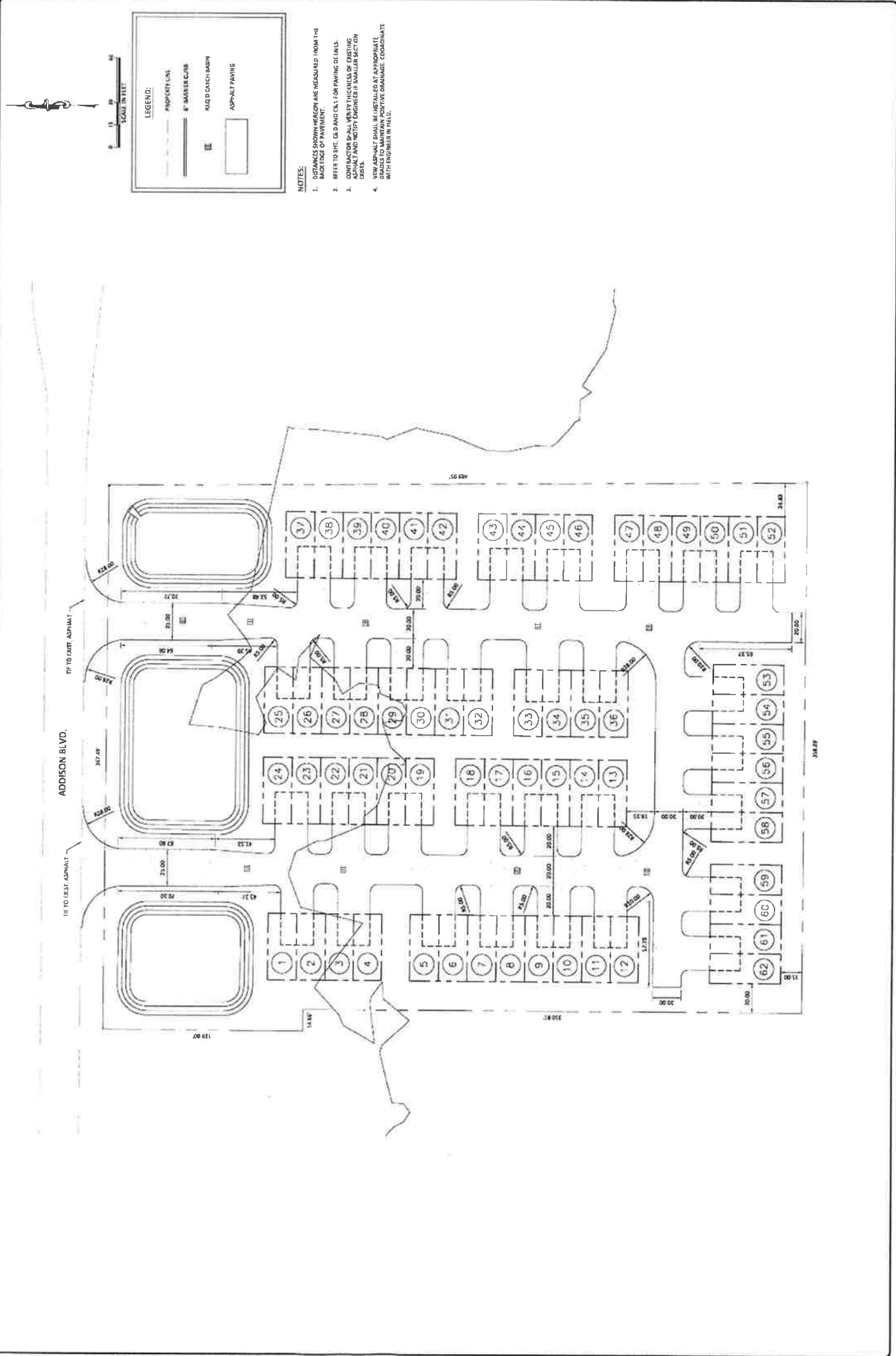
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CASTINE POINT UTILITY PLAN DATE: 03/16/2022 JOB NO: 21095 DRAWN BY: FKM CHECKED BY: MAM DESIGNED BY: FKM SCALE: (AS SHOWN) 1" = 30' SCALE: (AS SHOWN) 1" = 60'	CASTINE POINTE DEVELOPMENT TOWNSHIP SITE HARRISON COUNTY, MS UTILITY PLAN	SHEET NO. 0449 OF 0449	PRELIMINARY THIS DRAWING IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR CONSTRUCTION. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.	Kyle Associates, LLC Planning, Engineering and Landscape Architecture 1000 Highway 16 • Meridian, MS 39075-1000 Phone: 662.430.1000 • Fax: 662.430.1001 www.kyleassociates.com	C3.0
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MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CASE FILE NAME: 21006 P. PAVING PLAN	DATE: 03/16/2023	CASTINE POINTE DEVELOPMENT TOWNHOME SITE HARRISON COUNTY, MS	SHEET NO. 11/17	PRELIMINARY DOCUMENTS THESE DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION. ANY CHANGES TO THE PLAN SHALL BE MADE BY THE CLIENT. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT.	Kyle Associates, LLC Planning, Engineering, and Landscape Architecture 5380 Highway 90, Suite 100, Ocean Springs, AL 36567 PHONE: 256.878.1100 FAX: 256.878.1101 WWW.KYLEASSOCIATES.COM	SHEET NO. C4.0
	DRAWN BY: FJK					



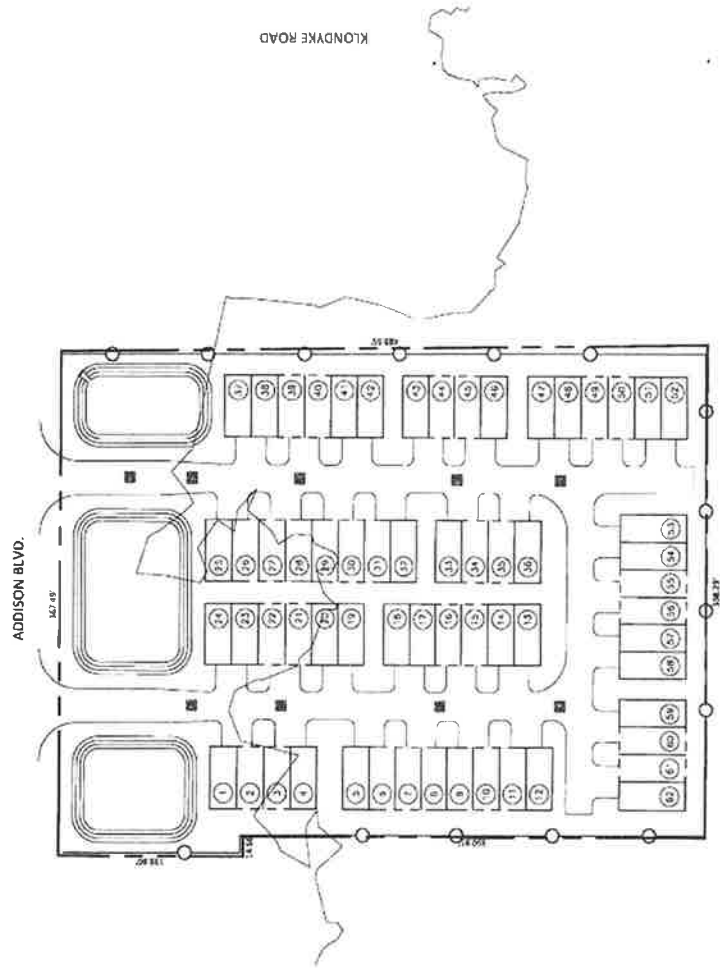
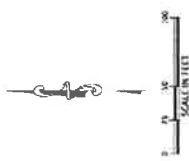
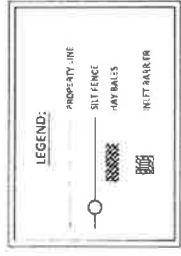
MINUTES OF JANUARY 12, 2023
REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CAD FILE NAME: 21096 P1 - EROSION.dwg DATE: 03/16/2022 DRAWN BY: F.M.K. CHECKED BY: M.M.M. SCALE (PLANS): 1" = 100' SCALE (SECTION): 1" = 50'	CASTLE POINTE DEVELOPMENT HARRISON COUNTY, MS EROSION CONTROL PLAN	NO. DATE REV. DATE APP. DATE	PRELIMINARY DOCUMENTS THIS DOCUMENT IS TO BE USED FOR INFORMATION ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION. CONTRACTORS SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.	Kyle Associates, LLC 1100 Highway 90, Suite 100 Harrison, MS 38460 Phone: 662-837-1111 Fax: 662-837-1112 www.kyleassociates.com	SHEET NO. C5.0 TOTAL SHEETS
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EROSION CONTROL NOTES

1. SEE SHEET C6.5 FOR EROSION CONTROL DETAILS
2. PRIOR TO ANY OTHER CONSTRUCTION, STABILIZED CONSTRUCTION EXIT SHALL BE CONSTRUCTED AT EACH POINT OF ENTRY TO OR EXIT FROM THE SITE.
3. IMMEDIATELY AFTER THE ESTABLISHMENT OF CONSTRUCTION, WATER MANAGEMENT DEVICES SUCH AS PONDS, SILT FENCING, MAT BARRIERS, ETC. SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION AND MAINTAINED UNTIL PERMANENT DRAINAGE CONVEYANCE IS ESTABLISHED.
4. ADDITIONAL EROSION CONTROL DEVICES SHALL BE INSTALLED AS REQUIRED TO PREVENT EROSION. EROSION CONTROL DEVICES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION AND SHALL BE REPAIRED AS NECESSARY TO MAINTAIN A FUNCTIONING EROSION CONTROL SYSTEM.
5. THE LOCATIONS OF EROSION CONTROL DEVICES SHALL BE ADJUSTED AS NECESSARY TO MAINTAIN A FUNCTIONING EROSION CONTROL SYSTEM.
6. EROSION CONTROL DEVICES SHALL BE INSPECTED AT LEAST WEEKLY AND AFTER EACH RAIN AND REPAIRED BY GENERAL CONTRACTOR.
7. EROSION CONTROL DEVICES SHALL BE CLEANED WHEN SILT EXCEEDS 12" IN DEPTH AND FURTHER REPAIRED AS NECESSARY TO MAINTAIN A FUNCTIONING EROSION CONTROL SYSTEM.
8. EROSION CONTROL DEVICES SHALL BE MAINTAINED UNTIL PERMANENT CONVEYANCE IS ESTABLISHED AND THEN DEMOLISHED WHEN DIRECTED BY THE ENGINEER.
9. ALL SILT PILES SHALL BE REMOVED FROM THE SITE AFTER EACH RAIN. SILT PILES SHALL BE FLUSHED TO THE GULCH WITHIN 24 HOURS OF EACH RAIN.
10. ALL DISTURBED AREAS WITH A SLOPE OF 1:1 OR FLATTER WHICH ARE NOT STABILIZED BY OTHER MEASURES SHALL BE SLOTTED.
11. ADDITIONAL EROSION CONTROL MEASURES WILL BE INSTALLED AS DEEMED NECESSARY BY THE CIVIL ENGINEER.
12. CONSTRUCTION SHALL REMOVE ALL DIRT AND TRASH FROM THE ROAD AND DRAINAGE PIPES WHICH MAY BE DISPOSED DURING CONSTRUCTION.



LONG BEACH PLANNING and DEVELOPMENT COMMISSION

LONG BEACH FIRE DEPARTMENT

Plan Review and Inspection Form

Development Name: Castine Pointe Development Townhome Site

Address or Location: Castine Pointe Development (Addison Blvd.)

Occupancy Type (according to NFPA code):

Type of Development: Townhomes

Occupancy Load if Applicable: NA

Number of Stories: 2

Building Name or Building Number being reviewed: NA

Plan Review and Occupancy Inspection:

For all multi-family (three family or larger), commercial, industrial, and institutional construction, whether new or renovation, a fee of 25% of the building permit fee charged by the issuing building department, but no less than \$50, shall be levied. **The fee includes site review, plan review, and related inspections of the structure according to the Fire Codes adopted by the City of Long Beach.** Not included in this fee is the plan review and related inspections of **specialized fire protection equipment.** The fee is payable upon submittal of the initial plans for review to the Long Beach Building Code Office.

Plan Review: Accepted Rejected

If Rejected State Reason:

Reviewed by: Inspector Timothy Darden

Date: 1/06/2023

Plan Review Fee: 0 (This fee does not include Specialized Fire Protection Equipment)

Protecting Life and Property

**MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

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

January 11, 2023

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

RE: Castine Townhomes Development


Ladies and Gentlemen:

After several iterations of review and revision, the Engineer designing the referenced development has submitted construction plans, specifications, and a preliminary plat document that appear to meet all City requirements for preliminary plat approval. Therefore, we take no exception to the approval of this development so that construction may begin.

We do recommend that construction not begin until required permits from any involved state or federal agencies are approved and "in hand", including water system approvals from the Dept. of Health, sewer system approvals and a Stormwater Management permit from the Dept. of Environmental Quality. We have also requested that copies of all such permits be provided to the City.

Please contact us with any questions.

Sincerely,



David Ball, P.E.

DB:539

**MINUTES OF JANUARY 12, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

After considerable discussion and upon recommendation by the City Engineer's letter, Commissioner Walters made motion, seconded by Vice Chairman Barlow and unanimously carried recommending approval of the application as submitted, subject to all road access and utilities remaining private and controlled by a Home Owner's Association.

There being no further business to come before the Planning and Development at this time, Commissioner Walters made motion, seconded by Commissioner Kruse 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