AGENDA

FEBRUARY 11, 2021

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

- Variance- 20087 Daugherty Road, Tax Parcel 0511H-03-024.000, Submitted by Frank and Deborah Larosa.
- 2. Short-Term Rental- 102 B North Street- Tax Parcel 0612E-02-026.000, Submitted by Amazing Homes of Mississippi, LLC (owner) and Tanya Darrow (property manager).
- IV. ANNOUNCEMENTS
- V. APPROVE MINUTES
 - 1. January 28, 2021

VI. UNFINISHED BUSINESS

1. Zoning Text Change- Ordinance 598, Section 89: Change in Use of Property Where a Nonconforming Situation Exist.

VII. NEW BUSINESS

 Certificate of Resubdivision- 115 West 4th Street and 0 5th Street, 120 5th Street- Tax Parcels 0612G-02-005.000, 0612G-02-010.000 and 0612G-02-029.000. Submitted by Dr. LaRue Stephens, First Baptist Church (owner) and Leah Watters (agent).

VIII. DEVELOPMENT & RESEARCH

IX. ADJOURN

NOTES

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

^{**}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 February 16, 2021.

^{**}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.

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 11TH day of February 2021, in said City, and the same being the time, date and place fixed for holding said Public Hearings.

There were present and in attendance on said Commission and at the Public Hearings the following named persons: Chairman Frank Olaivar, Commissioners Shawn Barlow, Junior Husband, Larry Ward, Kevin McKenzie, Jennifer Glenn and Marcia Kruse, and Minutes Clerk Tina M. Dahl.

Absent the Public Hearings were Commissioners Mark McMillan, Jeff Hansen, City Advisor Bill Hessell and Building Official Mike Gundlach.

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

The first public hearing to consider a Variance for property located at 20087 Daugherty Road, Tax Parcel 0511H-03-024.000, submitted by Frank and Deborah Larosa, as follows:

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

۰	
	Office use
	Date Received 1-4-21
	Zoning R-1
	Agenda Date 1-2
	Check Number 7304

VARIANCE REQUEST

L	Tax Parcel Number(s): 05/14-03-004,000
П.	Address of Property Involved: 20087 Dayshorty Rd.
П.	Statement clearly explaining the request being made. (Attach supplemental pages if necessary.)
A.	**PLEASE COMPLETE THE FOLLOWING: Describe any special condition that justify the granting of this request and that are peculiar to the proposition of the properties in the general area. What are the reasons for the request and why the approperties the stated code requirement? The properties in the general area. What are the reasons for the request and why the approperties in the general area. What are the reasons for the request and why the approperties in the general area.
В.	Describe how the special condition discussed above is not the result of actions taken by the applicant the applicant did not cause the need for this request. Roral area Roral area
C.	Show that an unnecessary hardship exists due to the character of the property and that this hardship request necessary. State what hardship is caused if the applicant is required to meet code requirement the result of this hardship? What would result if the Zoning Board denied this request?
	Show that denial of this request will deprive the applicant of rights commonly enjoyed by other properties area and that the granting of this variance request will make possible the reasonable use of la conferring any special privilege. Outline how the subject of the variance is common in the are applicant were to be denied this variance a right would be taken away which is granted to other prophow the variance makes reasonable use of the existing land and why the same action cannot be done indoes not require a variance. Show that granting of this variance does not give the applicant any special that the properties in the area would find desirable.
	Page 1 of 2

Variance Request

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

IV. REQUIRED ATTACHMENTS:

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

NOTE APPLICATION WILL NOT BE ACCEPTED WITHOUT THE ABOVE LISTED DO

V. OWNERSHIP AND CERTIFICATION:

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

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

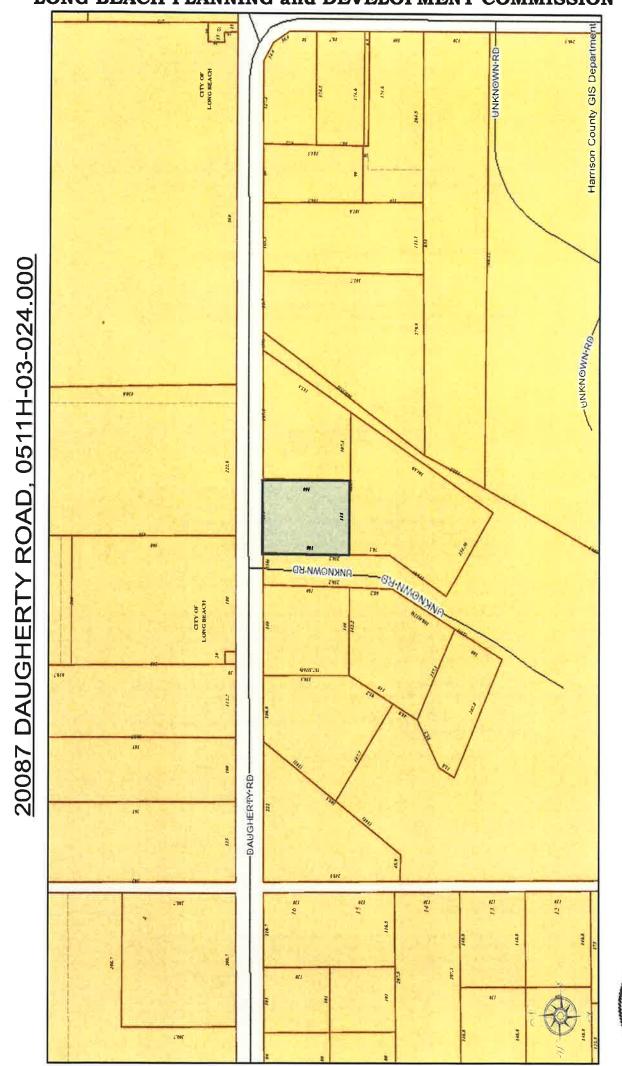
Frank's Ophorah (akasa Name of Rightful Owner (PRINT)	Name of &	Agent (PRINT)		*******
Owner's Mailing Address	***************************************	failing Address	2 A	50
City U State Zip	City	State	Zip	
228-864-7150 Phone	Phone			
Figure of Rightful Owner Date	t el de cons tant de la company	of Applicant		Da

Page 2 of 2
Variance Request

380

190

MINUTES OF FEBRUARY 11, 2021 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION











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

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

INDEXING INSTRUCTIONS: Southeast 1/4 of Section 3, Township 8 South, Range 12 West

WARRANTY DEED

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

STEVEN M. SHIRK and wife, LINDA L. SHIRK, 20231 Cliff Allen Lane Long Beach, MS 39560 (228) 547-7922

do hereby sell, convey and warrant unto

FRANK M. LAROSA 20069 Daugherty Road Long Beach, MS 39560 (228) 864-0751

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

A parcel of land situated and being located in the Northwest 1/4 of the Southeast 1/4 of Section 3, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as:

Commencing at the intersection of the West line of the said Northwest 1/4 of the

feet along the South margin of Daugherty Road to the Point of Beginning; thence continue from said Point of Beginning, East 115.0 feet along the South margin of Daugherty Road; thence run South 160.0 feet; thence run West 115.0 feet and parallel with the South margin of Daugherty Road; thence run North 160.0 feet to the South margin of Daugherty Road and the Point of Beginning.

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

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

WITNESS the signature(s) of the Grantor(s) on this the 11th day of January, 2011.

STEVEN M. SHIRK

LINDA L. SHIRK

STATE OF MISSISSIPPI COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for said county and state, on this 11th day of January, 2011, within my jurisdiction, the within named STEVEN M. SHIRK and wife, LINDA L. SHIRK, who acknowledged that he/she/they signed, executed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned.

NOTARY PUBLIC
My Commission Expires:

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

The Clerk reported that five (5) 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 MEETING

In necordance with Section 4 of the City of Long Beach Sidewalk Ordinance 587 as amended by Ordinance 615, 645 and 647, notice is hereby given advising that the Planning and Developmen Commission für the City of Long Beach will hold a Public Meeting for the purpose of considering a VARIANCE.

Frank and Deborah Larosa, 20069 Daugherty Road, Long Beach, MS, 39560, have filed an application for a Variance in accordance with the Long Beach Sidewalk Ordinance. The applicants are requesting a Variance from the placement of a sidewalk on a newly developed lot. The location of the requested Variance is 20087 Daugherty Road, the Tax Parcel Number is 0511H-03-024 000. The legal description is as follows:

BEG 518.1 FT E OF INTER OF W LINE OF SE1/4 OF SEC 3 & S MAR OF DAUGH-ERTY RD S 160 FT E 115 FT N 160 FT TO RD W ALONG RD 115 FT TO POB PARTOF NW1/4 OF SE1/4 OF SEC 3-8-12

A Public Meeting to consider the above Variance will be held in the City of Long Beach, Mississippi, 39560, Thursday, February 11, 2021 at 5:30 p.m., in the Long Beach City Hall Meeting Room located at 201 Jeff Day's Avenue. The City encourages all residents, groups and organizations to contact the City if they have any questions concerning the petition.

/s/ signed Chairman Planning Commission

201 Jeff Davis • P.O. Box 929 • Long Beach, MS 39560 • 863-1554 • FAX 863-1558

AFFIDAVIT

STATE OF MISSISSIPPI COUNTY OF HARRISON CITY OF LONG BEACH

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

- 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'), excluding public right of ways, 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 January 19, 2021, she did cause to be mailed. Notice of Public Hearing, a copy of which is attached hereto, to 5 (five) property owners within One Hundred Sixty Feet (160°), excluding public right of ways, of, Tax Parcel 0511H-03-024.000, notifying them that a Public Hearing will be held, February 11, 2021 to consider an application for a Variance.

Given under my hand this the 19th day of January 2021.

STACEY DAHL, AFFIANT

Michelle Bricmath NOTARY PLBLIC

SWORN TO AND SUBSCRIBED before me on this the 19th day of January 2021.

-My Commission Expires-



LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Shirk, Steven M and Linda L 20231 Cliff Allen Road Long Beach, MS 39560

Ladner, Robert Sr and Irma -Trustees-20222 Daugherty Road Long Beach, MS 39560 Schepens, Donna L.
PO Box 743
Long Beach, MS 39560

Wells, Richard A and Annemarie 6091 Daugherty Road Long Beach, MS 39560

Scott, Donna and Deanna Suber 5192 Beatline Road Long Beach, MS 39560

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, HUNTER DAWKINS, publisher of THE GAZEBO GAZETTE, a newspaper printed and published in Harrison County, who being duly sworn, deposes and says the publication of this notice hercunto attached has been made to the said publication ______ weeks in the following numbers and on the following dates of such paper: Vol. XVINo. 4 dated 2d day of Jany, 20 4 __day of _ No. __ dated _ No. ___ dated ___ day of _ __ No. ___ dated ___ day of _ No. ___ dated _ No. ___ dated ___ day of No. dated day of No. ___ dated ___ day of _ Affiunt further states on oath that said newspaper has been established and published continuously it said county for period of more than twelve months cribed before me this <u>25</u> day of E LOUSE & Bewers

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

Commissioner Ward made motion, seconded by Commissioner Husband and unanimously carried to close the Public Hearing.

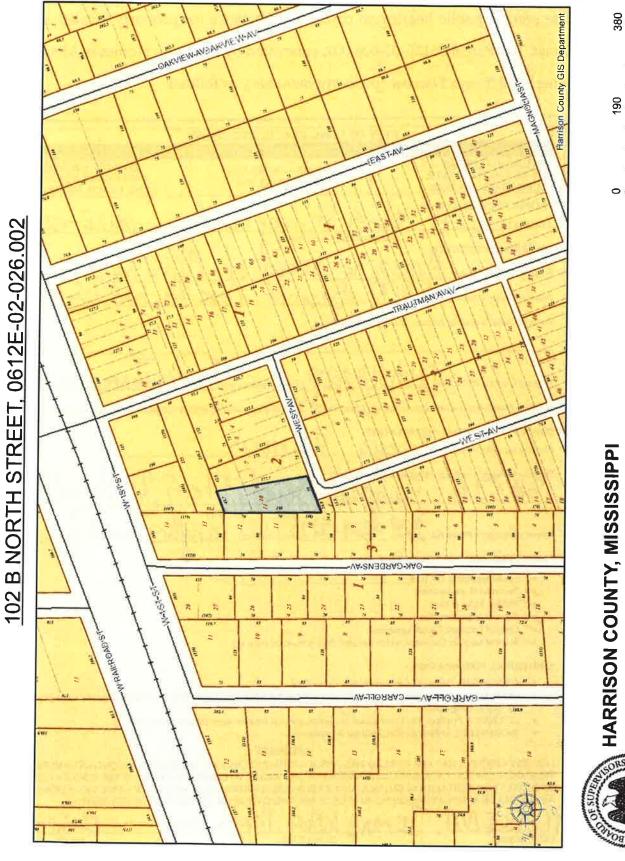
After considerable discussion, Commissioner Husband made motion, seconded by Commissioner Barlow and unanimously carried recommending the approval of the Variance as submitted.

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

The second public hearing to consider a Variance for property located at 102 B North Street, Tax Parcel 0612E-02-026.002, submitted by Amazing Homes of Mississippi, LLC (owner) and Tanya Darrow (property manager), as follows:

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 POST OFFICE BOX 929 LONG BEACH, MS 39560	
PROPERTY INFORMATION: ADDRESS: 102 B North Stach Tax Parcel # 0612 E -02 -026 OWNER'S INFORMATION:	.00
Property Owner's Name: Amoring Homes of Mississippi, LLC	
Property Owner's Address: 8 900 Sunset Cove Pr, Fort Work, TX	611
Property Owner's Mailing Address, if different from above:	
Property Owner's Phone No: 214517-2000 Email Address: among the home SMCCCMC	cil.c
Is there a homeowner's association for the neighborhood? Utf so, please provide written statement of support of short term rental? PROPERTY MANAGER INFORMATION:	
Property Manager's Name: Any a Durrow	
Property Manager's Address: (Must be a local contact) 305 6 Sangani Blad, Ste G. Diberville, M.	534
Property Manager's Phone No.: 228 - 229 - 227 Email Address: Faryac buch y real to	r, w
PLEASE PROVIDE THE FOLLOWING:	
Mississippi Sales Tax ID #	
ADDITIONAL INFORMATION:	
 OWNERSHIP: Please provide a recorded warranty deed FEES: \$200, nonrefundable application fee, plus mailing cost. \$100, yearly renewable fee. Checks should be made payable to the City of Long Beach. LICENSE: A Privilege Tax License must be applied and paid for after approval (\$20/yearly fee). 	
INCOMPLETE APPLICATIONS will not be processed. AFFIDAVIT	
I HEREBY CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT ALL INFORMATION CONTAINED HEREIN TRUE AND CORRECT; I ACKNOWLEDGE RECEIPT OF AND AGREE TO COMPLY WITH THE RULES & REGULATIONS OF SHORT TERM RENTALS (Ord 622), ALL APPLICABLE CODES, ORDINANCES AND STATE LAWS. VIOLATION OF ANY CODES OR REGULATIONS SHALL RESULT IN THE SUSPENSION OR REVOCATION OF THE PERMIT.	
MARINA EMNIKOWA Mains Limition 12-30-2020	
PRINT NAME SIGNATURE DATE BELOW IS FOR OFFICE USE ONLY	
Maximum Occupancy: Maximum Vehicles allowed: Number of bedrooms: Number of people home can accommodate:	
I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES; AND THAT ALL APPLICABLE TAXES, FRES AND OTHER CHARGES HAVE BEEN PAID.	
Building Official Signature: May 2 Hell d Date: 1/12/2021	
Fire Inspector Signature: Jong Bed Date: 1/12/2021	
COMMENTS:	
Date Received: 1-2 Agenda Date: 21-2 Amount Due/Paid: 200.0 Check #: COSh	

LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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.

Fet

2021

Yahoo Mail - Fwd: TEMNIKOVA, MARINA DBA AMAZING HOMES

Fwd: TEMNIKOVA, MARINA DBA AMAZING HOMES

From: Marina Temnikova (amazinghomesms@gmail.com)

To: slyvka2002@yahoo.com

Date: Wednesday, January 6, 2021, 01:28 PM PST

Thank you, Julie.

I really appreciate it

Marina Temnikova

On Wed, Jan 6, 2021 at 8:06 AM Julie Cerny < Julie Cerny@dor.ms.gov> wrote:

Please advise them if they need to discuss this issue further to contact us. This would be a subject that the DOR would need to instruct the City and not you, just in case they want to debate with you,

If there is anything else we can assist you with, please reach back out.

Sincerely.

Julie Cerny

Revenue Specialist MS Department of Revenue 1141 Bayview Ave. Suite 400 Biloxi, MS 39530

O: (228) 432-3499 F: (228) 436-0964 julic.comy/a/domns.pay

From: Marina Ternnikova space: Tuesday, January 5, 2021 11:19 PM
To: Julie Cerny Julie Cerny <a href="mail

21

Yahoo Mail - Fwd: TEMNIKOVA, MARINA DBA AMAZING HOMES

THIS EMAIL IS FROM AN EXTERNAL SENDER

DO NOT click links, open attachments, or provide any information if the sender is unknown or the email is unexpected.

Thank you, Julie

I will take this information to the city of Long Beach, MS. They made me to apply for this tax account.

Thank you

Marlna Temnikova

(214)517-2000

On Tue, Jan 5, 2021 at 11:48 AM Julie Cerny < Julie Cerny@dor.ms.gov> wrote:

Thank you

At this time you do not qualify for a Sales Tax account/permit. Both online platforms, AirBNB & VRBO, will rent, collect and remit the SALES TAX to the DOR on your behalf. Therefore, you will not need this account to be set up

Please advise if you have any additional questions. If you don't, then this application will be rejected.

Julie Cerny

Revenue Specialist
MS Department of Revenue
1141 Bayview Ave. Suite 400
Biloxi, MS 39530

O: (228) 432-3499 F: (228) 436-0964 julie.cemy/cedorins.gov

From: Marina Temnikova <<u>nwwinghomesims@gmail.com</u>>
Sent: Tuesday, January 5, 2021 9:45 AM
To: Julie Cemy <<u>Julie Cerny@dor.ms.gov</u>>
Subject: Re: TEMNIKOVA, MARINA DBA AMAZING HOMES

THIS EMAIL IS FROM AN EXTERNAL SENDER

DO NOT click links, open attachments, or provide any information if the sender is unknown or the email is unexpected.

Yahoo Mail - Fwd: TEMNIKOVA, MARINA DBA AMAZING HOMES

1, I will be using Airbnb and VRBO as online platforms

2. My understanding is that I don't need USE TAX.

Please let me know if you have any additional questions,

(214)517-2000

On Mon, Jan 4, 2021 at 3:08 PM Julie Cerny < Julie Cerny @dox.ms.gov > wrote

APPLICATION REVIEW NOTICE: Your review will be required to complete your applications process, please email me your responses. If you need to forward me any documentation, you will need to attach it in a jpeg/pdf to the review email. I will NOT be able to download any documents.

Thank you for your recent TAP application. This email is to review your online application.

Applications are time sensitive; your response is required. Before I can process your application, I will need the additional questions and documents listed. Please reply to this review email your corrections, verifications and possible additions.

Please forward/answer the following via email:

- Online Platforms: Please advise on the online platforms you will be using to rent/lease your short term rental.
 Confirmation: Sales Tax start date (Format: mm/dd/yyyy)
- - USE TAX: You have applied for USE TAX but answered NO to the USE TAX question. Please review this link and advise if you need USE TAX. Please review this link Use Tax (http://www.dor.ms.gov/Business/Pages/Use-Tax.aspx) and if you need this Tax please provide me a start date.

Julie Cerny

Revenue Specialist
Department of Revenue
1141 Bayview Ave, Suite 400
Biloxi, MS 39530

Yahoo Mali - Fwd: TEMNIKOVA, MARINA DBA AMAZING HOMES

Fax: (228) 436-0964

plie.cemyador.nis.pox

Hours of Business: 8-5 pm

WWW.DOR.MS.GOV

https://www.facebook.com/MSDeptofRevenue/

https://twitter.com/MSDeptofftevenus

**Any e-mail or fax communication from a DOR employee is advisory only and not binding on the DOR. For a response that is binding on the DOR, see Letter Rulings and Declaratory Opinions. Reference: 35.I.01 Mississippi Administrative Code

Effective January 1, 2015, Mississippi State Tax Liens can be found at www.liens.ms.gov

This e-mail transmission is intended for the use of the individual or entity addressed and may contain protected confidential information. If you are not the intended recipient or the employee or agent responsible for delivering the transmission to the intended recipient, any dissemination, forwarding, printing, distribution, copying or use of this transmission is strictly prohibited. If you have received this transmission in error, please notify the sender and delete this transmission.

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SCLAIMER: This e-mail transmission is intended for the use of the individual or entity addressed and may contain protected influential information. If you are not the intended recipient or the employee or agent responsible for delivering the namission to the intended recipient, any dissemination, forwarding, printing, distribution, copying or use of this transmission is intended. If you have received this transmission in error, please notify the sender and delete this transmission.

Our File: B180983 UNOFFICIAL



Prepared by & return to: Schwartz, Orgler & Jordan, PLLC PO Box 4682 Bilaxi MS 39535, 228-388-7441

STATE OF MISSISSEP!
COUNTY OF HARRISON PL BI 2, Trautman Subdivision, City of Long Boach, Harrison County, MS 2rd JD,

WARRANTY DEED

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

GUTHRIB-BYRN PAR COMPANY,

does hereby sell, convey and warrant unto

AMAZING HOMES OF MISSISSUPI, LLC.

8400 Sunset Cove Drive, Fort Worth, TX 76179, 214-517-2000

, 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 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

UNOFFICIAL

UNOFFICIAL

Company has caused this conveyance to be executed by its duly authorized officer, after having first been duly authorized to do so, on this the 15th day of October, 2018.

Guthrie-Byrne Properties, LLC, a Mississippi Limited Liability Company

BY Sandy T Grithere Bypene Sandy T. Guthere Bypene

STATE OF MISSISSIPPI

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Sandy T. Guthrie-Byrne, who acknowledged that she is the Mamber of Guthrie-Byrne Properties, LLC, a Mississippi Limited Liability Company, and as its act and deed, she

therein mentioned, for and on behalf of said continuation laying been first duly authorized to do so.

GIVEN UNDER M. WAND AND OFFICIAL STAN OF OFFICH-this the 15th day of October,

UNOFFICIAL

EXHIBIT "A"

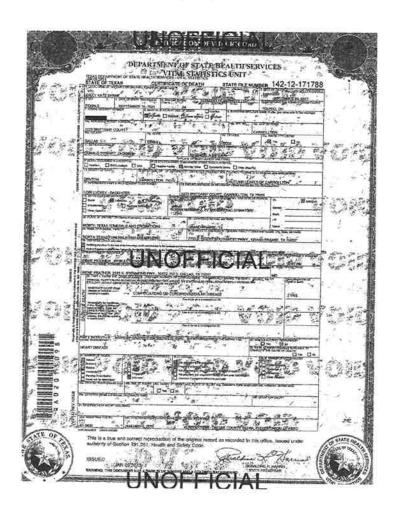
Parcel 1:

Parcel 906.122-09-036.8091:
A parcel of Innel situated and being located in a part of Block 2. TRAUTMAN SUBDIVISION, City of Long Beach, First Indical District Offsariano Courny, Missistingly, and being nove pertuchantly doseribed ser-Offsariano Courny, Missistingly, and being nover pertuchantly doseribed ser-Offsariano Courny, Missistingly, and being nover pertuchantly doseribed served with northerst wargin of North Storect, being the southeast convers of Lot 1, Block 2, TRAUTMAN SUBDIVISION, and said point being South 19 degrees 32 minute East 414.4 feet from the centerline of the L & N Raistond right-of-way, theoso run South 70 degrees West 151.2 feet along the southerly line of said Block 2, TRAUTMAN SUBDIVISION, and the northerly rangin of North Street to the Point of Beginning thence continue from said Fouth of Beginning South 70 degrees. West 7.50 feet along the southerly line of said Block 2 and the northerly rangin of North Street. Hence run North 10 degrees 10 minutes West 17.7 feet them or North 70 degrees Start 43.7 feet; bone of said Block 2, TRAUTMAN 17.48 feet to the southerly line of said Block 3, TRAUTMAN SUBDIVISION and the northerly mangin of Poth Street the Point of Resigning.

Parcel 2UNOFFICIAL

A purcel of land situated and being located in a part of Block 2. A purcel of land situated and being located in a part of Block 2. TRAUTDAN SUBDIVISION, City of Long Beach, First Indicated District of Visitions County, Messissippi, and being more paticiality described as: Commonsting at the intersocking of the westerly image of Pressman Avenue with northnity surging of North Street, being the continests come of Lot 1. Block 2, TRAUTMAN SUBDIVISION, and soid point being Scotti. 19 Block 2, TRAUTMAN SUBDIVISION, and soid point being Scotti. 19 Block 2, TRAUTMAN SUBDIVISION, and the northerly margin of North Street in our being supplied to a southerly line of said Block 2, TRAUTMAN SUBDIVISION, and the northerly margin of North Street in our southerly line of said Block 2 and the northerly margin of North Street in the cast boundary of OAK GARDIENS SUBDIVISION, finance much on the cast boundary of OAK GARDIENS SUBDIVISION, these much of Block 2. TRAUTMAN SUBDIVISION, these much of Block 2. TRAUTMAN SUBDIVISION, these or mind the cast boundary of OAK GARDIENS SUBDIVISION, these or more than of Block 2. Subdivision of the continery of CAK GARDIENS SUBDIVISION, these or no North 70 degree Bast GA.7 feet; thence much south 90 degrees of minutes Bast 1860 feet along the west line of Block 2. Subdivision of the continery of CAK GARDIENS SUBDIVISION, these or no North 70 degree Bast GA.7 feet; thence much south 90 degrees of the southerly believed to the continery of CAK GARDIENS SUBDIVISION, these or no North 70 degree Bast GA.7 feet; thence much south 90 degrees and 10 street and the Point of Beginning Subdivision and the northerny margin of North Street and the Point of Beginning Subdivision and the northerny of CAK GARDIENS SUBDIVISION and the n

UNOFFICIAL



TRASH AND PARKING RULES/PLAN

This information will be in a welcome letter sent to the guest PRIOR to their arrival. This information will also be posted in the unit.

<u>Trash</u>: Bring trash cans to the road (only on Sunday evening or early Monday morning). Trash runs Monday morning and cans must be brough in by Monday night per city rule.

Parking: Parking space for 2 cars in front of the building. Do not park on the street.

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 RENAL 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 with regard to 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 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 3 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.

OCCUPANCY: No persons other than those in the Guest party set forth below may stay overnight on the property. Maximum occupancy is 6 people including children. No more than 6 people can occupy the home over night. You may have up to 2 additional guests per day. All persons must be registered in the rental party and guest party (if any) for insurance purposes.

Must be 21 or older to make a reservation. Parties or large groups need management approval. Port a lets may be required and additional fees are to be paid by renter. Keep the property and all furnishings in good order.

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

PARKING - Parking is limited to 2 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 fire arms 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 \$300 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 bath tub

 All keys are left on the kitchen table and unit is left unlocked.

 All charges accrued during the stay are paid prior to departure.

- 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

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

NO DAILY HOUSEKEEPING SERVICE - While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. We suggest you bring beach towels. We do not permit towels or linens 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 one time 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 anytime. 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+).

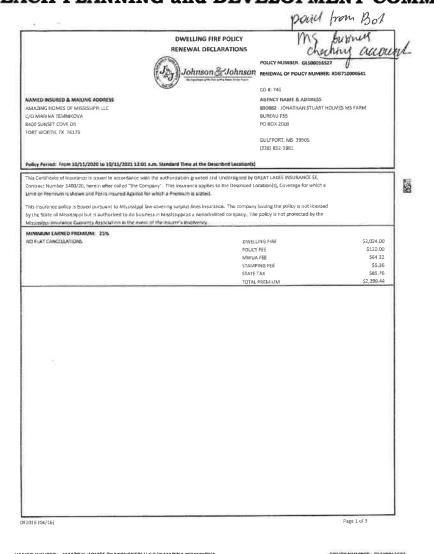
Please check that you have removed all your personal belongings upon checkout. Anything left behind can be mailed for a \$25.00 service fee plus postage. Any unclaimed items will be donated after 14 days

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 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 for. Do not remove them from the home.

Any requests for changes to this contract must be in writing by the guest and have a managers signature of

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

Address:	Date:	
Email:		
Phone Number:		
Drivers License #	State:	-
Rental Dates:to _		
Number of Guests in Party:		
	+	
Additional Guests:	+	
Additional Guests:	+	



MED INSURED: AMAZING HOW	NES OF MISSISSIPPI LLC C/O MARINA TEMNIKOVA POLICT NUMBER: GL	10001652
	SCHEDIJLE OF FORMS AND ENDORSEMENTS	
FORM NUMBER	FORM NAME	
0 00 03 12 02	DWELLING PROPERTY 3 - SPECIAL FORM	
REF5021	APPLICABLE LAW (USA	
NMA1331 (20/4/61)	CANCELLATION CLAUSE	
GLE DIE 3014 01-19	DWELLING COMBINATION ENDORSEMENT	
DF2016 (04/16)	DWELLING FIRE DECLARATIONS	
SEN045 (33/17).	DWELLING RENTED TO OTHERS	
ED1 (06/10)	EXISTING DAMAGE EXCLUSION ENDORSEMENT (PERSONAL LINES)	
MEF5D62 (04/06/2006)	FRAUDULENT CLAIM CLAUSE	
GUSE(i) 02-20	GREAT LAKES INSURANCE SE PRIVACY POLICY STATEMENT	
GLU(() 11-18	GREAT LAKES INSURANCE SE PRIVACY POLICY STATEMENT	
MPL344 (D2/D9)	MOLD EXCLUSION	
DL 24 16 12 02	NO COVERAGE FOR HOME DAY CARE BUSINESS	
GLK DIL 3003 01-19	NOTICE TO POLICYHOLDER GREAT LAKES INSURANCE SE	
OSEXCL (5/17)	OTHER STRUCTURES EXCLUSION	
DL 24 01 12 02	PERSONAL LIABILITY	
DP Q4 90 10 00	PERSONAL PROPERTY REPLACEMENT COST LOSS SETTLEMENT	
DL 24 11 12 02	PREMISES LIABILITY (NON-OWNER OCCUPIED DWELLING)	
GLE HO 4000 09 11	SECTION II ANIMAL EXCLUSION	
SIC 1 04-18	SECURITY ENDORSEMENT	
REF1998	SERVICE OF SUIT CLAUSE (USA)	
NS1001	SPECIAL NAMED STURM DEDUCTIBLE	
H01010 (03/10)	TAINTED DRYWALL MATERIAL EXCLUSION	
TL005 (05)(07)	TOTAL OR CONSTRUCTIVE LOSS CAUSE	
# UTS 3151 04 18	TRAMPOLINE LIABILITY EXCLUSION	
IL P 001 01 04	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFFIC") ADVISORY NOTICE TO POLICYHOLDERS	
	SURPLUS LINES LICENSEE;	
	Francis G Johnson	
	PO Box 899	
	Charleston SC 29402	
	LICENSE 4: 10152301	

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

MED INSURED: AMAZING HOMES OF MISSISSIPPI LLC C/O		GL\$0001652
LOCATION #1 - 102 NORTH ST LONG BEACH MS 39560 - H	ARRISON COUNTY	
COVERAGE	имп	PREMIUN
DWELLING FIRE		
COVERAGE A - DWELLING (RCV)	\$150,000	\$2,024 (
COVERAGE C - PERSONAL PROPERTY (RCV)	\$10,000	INCL
PREMISES LIABILITY	\$500,000	INCL
MEDICAL PAYMENTS TO OTHERS	\$1,000	INCL
ORDINANCE OR LAW - 10%		INCL
VANDAUSM OR MALICIOUS MISCHIEF	\$160,000	INCL
DEDUCTIBLES		
NAMED STORM DEDUCTIBLE: 3%		
	TOTAL BASE PREMIUN	\$2,024.00
RATING FACTORS & UNDERWRITING INFORMATION:		
POUCY FORM: 0P3	NUMBER OF STORIES; 1	
DECUPANCY: TENANT	SQUARE FOOTAGE: 2,200	
DISTANCE TO COAST: 0.5000 MILES	FÖR SALE: NO	
TERRITORY:	ON HISTORICAL REGISTRY: NO	
PROTECTION CLASS: 5	IN GATED COMMUNITY: NO	
CONSTRUCTION TYPE: JOISTED MASONRY	MENTAL TERMS: MONTHLY	
YEAR OF CONSTRUCTION: 1989	ROOF CONSTRUCTION: COMPOSITE SHINGLE	
YEAR OF WIRING UPDATES: 1989	ROOF GEOMETRY: HIP ROOF	
YEAR OF PLUMBING UPDATES: 1989	ROOF SHEATHING: OTHER/UNKNOWN	
YEAR OF HEATING UPDATES: 1989	RODF ANCHOR: DOUBLE WRAPS	
YEAR OF ROOFING UPDATES: 2006	OPENING PROTECTION: OTHER/UNKNOWN	
ROOF AGE: 14 YEARS		
FOF NON-WIND LOSSES: NONE	PRIOR INSURANCE; PRIOR INSURANCE W/ NO LAPSE	
FOR WIND LOSSES: NONE	PRIMARY FLOOD EXISTS: UNKNOWN	

This Certificate shall not be valid unless signed by Johnson & Johnson inc Dated at Charleston, South Carolina on 08/27/2020-

By BANGE & IGNICON

DF2016 (04/16)

Page 2 of 3

Host Protection Insurance Program Summary

Last updated: December 15, 2020

About Host Protection Insurance

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

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

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

Disclaimer

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

Insurance providers and countries included

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

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

Placement of the policy and carriers may differ by region, such as:

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

- In the United Kingdom, the HPI Program has been arranged and concluded for the benefit
 of United Kingdom hosts by Airbnb UK Services Limited, an appointed representative of
 Aon UK Limited.
- In the United States, coverage is provided under policies issued by Alistate insurance Company and North Light Specialty insurance Company.
- In Japan, coverage is provided under a policy issued by Sompo Japan Nipponkoa Insurance Inc. <u>Learn more about coverage in Japan</u>
- In China, coverage is provided under a policy issued by the People's insurance Company
 of China as part of the China Host Protection Plan. Learn more about coverage in China

Note that different coverage limits and terms may apply depending on the Jurisdiction,

Insurance policy period

The current term of the HPI Program is December 31, 2019 to December 31, 2020. The program will renew on December 31, 2020 and the next HPI Program term will extend until December 31, 2021.

Coverage eligibility

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

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

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

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

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

Covered locations

Covered locations are Accommodations as described above.

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

Liability limits

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

Coverages

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

Exclusions

The HPI Program excludes from coverage:

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

¹Airbnb UK Services Limited is an appointed representative of Aon UK Limited, which is authorised and regulated by the Financial Conduct Authority. Aon's FCA register number is 310451. You can check this on the Financial Services Register by visiting the FCA's website or contacting the FCA on 0800 111 6768."

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

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

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

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

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

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

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

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

Claims

Please inform Airbnb immediately by submitting the <u>Insurance Program Intake Form</u> if you become aware of any bodily injury or property damage that may be a subject to coverage under the HPI Program. After the intake form is completed, a third-party claims adjuster appointed by the Insurer will get in touch with you to discuss the claim and gather information. The adjuster will then settle the claim in accordance with the terms of the HPI Program, and applicable laws and regulations in the applicable jurisdiction.

Questions

Please email <u>airbnbhostprotection@aon.com</u> If you have questions regarding the coverage made available under this program.

Complaints

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

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

Copies of our complaint handling procedures are available on request.

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

Alternatively, if you are based outside of the United Kingdom, you can register your complaint on the Online Dispute Resolution (ODR) Platform <u>here</u>.

The Clerk reported that twenty-four (24) notices of Public hearing were sent by regular mail to property owners within two hundred feet (200') of the subject property. Notices were also posted on the bulletin boards at City Hall, the Building Official's Office and the Water Department, 201 Jeff Davis Avenue and at the Long Beach Public Library, 209 Jeff Davis Avenue; said notice was ordered as part of these proceedings:



LEGAL NOTICE PUBLIC HEARING

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

Amazing Homes of Mississippi, LLC (owner) and Tanya Darrow (property manager), have filed an application for a short-term rental in accordance with the Comprehensive Long Beach Unified Land Ordinance, Section 131: Short-Term Rentalis-Residential (Ordinance 522). The location of the requested short-term rental is 102 8 North Street, Long Beach, Mississippi, 39560, Tax Parcel Number 0612E-02-026.002. The legal description is as follows:

BEG 414.1 FT S OF INTER CENTER LINELSN RR & W R/W TRAUTMAN AVE S 70 DGW 226.2 FT TO POB S 70 DG W 75 FT N 186 FT N 70 DG E 43.7 FT S 9 DG E 177.7 FT TO POB PT OF LOTS 9-11 INC & 50 FT PCL LYING N OF SAID LOTS BLK 2 TRAUTMAN SUBD IN SW 1/4 SEC 14-8-12

A Public Hearing to consider the above short-term rental will be held in the City of Long Beach, Mississippl, 39560, Thursday, February 11, 2021, 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

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

STATE OF MISSISSIPPI COUNTY OF HARRISON CITY OF LONG BEACH

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

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

That in such capacity, she is responsible for mailing Notices of Public Hearing for the purpose of notifying property owners within Two Hundred Feet (200'), excluding public right of ways, 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;

That on January 19, 2021, she did cause to be mailed, Notice of Public Hearing, a copy of which is attached hereto, to 24 (twenty-four) property owners within Two Hundred Feet (200'), excluding public right of ways, of, Tax Parcel 0612E-02-026.002, notifying them that a Public Hearing will be held, February 11, 2021 to consider an application for a Variance.

Given under my hand this the 19th day of January 2021.

STACEY DAHL, AFFEANT

SWORN TO AND SUBSCRIBED before me on this the 19th day of January 2021.

Michelle BMcmoth NOTARY PUBLIC

-My Commission Expires-



AVERY 5160

Madigan, Dennis A and Alison R PO Box 53 Long Beach, MS 39560

Holmes, Lorie S 102 Trautman Avenue Long Beach, MS 39560

Sylvia, John and Lisa 107 Oak Gardens Avenue Long Beach, MS 39560

Atchison, Jerry Lee 115 Oak Gardens Avenue Long Beach, MS 39560

Karpinsky, Polly 122 West Avenue Long Beach, MS 39560

100 Pass Road Gulfport, MS 39507

Rogers, Ava I Alves

Atkinson, Julious G Jr 108 Oak Gardens Avenue Long Beach, MS 39560

McNeese, Jean Louise -L/E-114 Oak Gardens Avenue Long Beach, MS 39560

Gipson, Martha 215 Boggs Circle Long Beach, MS 39560

Harper, Tony Edward and Belinda C 100 Trautman Avenue Long Beach, MS

Wambolt, Donald R -L/E-109 Oak Gardens Avenue Long Beach, MS 39560

McElveen, Michael A Sr and Barbara 117 Oak Gardens Avenue Long Beach, MS 39560

Welch, Charles Robert and Terry Jane 103 Dover Way Vicksburg, MS 39180

Buckley, John Bishop III 210 Trautman Avenue Long Beach, MS 39560

Adams, Michael E and Karen L 110 Oak Gardens Avenue Long Beach, MS 39560

Thigpen, Karen B 116 Oak Gardens Avenue Long Beach, MS 39560

Baylot, James T and Tommie T-Trust-160 Lakewood Road Vicksburg, MS 39180

Owen, Leslie Ann Hartley and James G 105 Oak Gardens Avenue Long Beach, MS 39560

Bittner, Donald J 111 Oak Gardens Avenue Long Beach, MS 39560

Carr, Brian T 4636 Sanford Street #100 Metairie, LA 70006

Martin, Rodney D and Menasco, Melinda F 123 West Avenue Long Beach, MS 39560

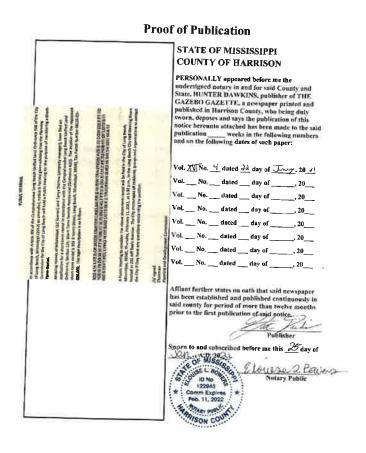
Cade, Ruby E 106 Oak Gardens Avenue Long Beach, MS 39560

Bittner, Donald J 111 Oak Gardens Avenue Long Beach, MS 39560

Labat, Leopold P 908 Catherine Street Long Beach, MS 39560

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 Olaivar asked for anyone speaking in favor or opposition of the request and no one came forward.

Commissioner Ward made motion, seconded by Commissioner Glenn and unanimously carried to close the Public Hearing.

After considerable discussion, Commissioner McKenzie made motion, seconded by Commissioner Husband and unanimously carried recommending the approval of the Short Term Rental, as submitted.

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 11th day of February 2021, 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.

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, Commissioners Shawn Barlow, Junior Husband, Larry Ward, Kevin McKenzie, Jennifer Glenn and Marcia Kruse, and Minutes Clerk Tina M. Dahl.

Absent the Regular Meeting were Commissioners Mark McMillan, Jeff Hansen, City Advisor Bill Hessell and Building Official Mike Gundlach.

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

Commissioner Glenn made motion, seconded by Commissioner Husband and unanimously carried to approve the Regular Meeting minutes of January 28, 2021, as submitted.

It came for discussion under Unfinished Business, Zoning Text Change, Ordinance 598, Section 89: Change in Use of Property Where a Nonconforming Situation Exist, as follows:

PUBLIC HEARING

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

Long Beach Planning Commission has filed an application for a change to the zoning text in accordance with the Comprehensive Long Beach Unified Land Ordinance. The City proposes to amend the following Section as shown below.

Section 89: Change in Use of Property Where a Nonconforming Situation Exists. Add the following to subsection (d)

- (4) If the issuing authority finds that the existing structures must be removed or substantially altered to allow for a more compatible change in nonconforming use, such changes shall be permitted. All new construction permitted shall comply with this ordinance.
- (5) Planning Commission Approval is required to have a change in use. Said approval shall supersede Section 87.
- (6) Said change shall be good for six months from the date of final approval. Failure to obtain a permit within the six months from approval will cause the property to revert back to the original nonconforming status.
- (7) If the change in use is granted, the owner of the property may sell said property and all approvals, restrictions and regulations shall pass to the new owners.

The purpose of this proposed change is to promote uniformed development and encourage public safety, thereby enhancing the quality of life for all Long Beach residents. A public hearing to consider the above zoning text change will be held in the City of Long Beach, Mississippi 39560, Thursday, , 2021, at 5:30 p.m., in the Long Beach City Hall located on Jeff Davis Avenue. The City encourages all residents, groups and organizations to contact the City if they have any questions concerning the petition.

/s/ signed Chairman Planning Commission

After discussion, no action was taken.

It came for discussion under New Business, a Certificate of Resubdivision for property located at 115 West 4th Street, 0 5th Street, and 120 5th Street, Tax Parcels 0612G-02-005.000, 0612G-02-010.000 and 0612G-02-029.000, submitted by Dr. LaRue Stephens, First Baptist Church (owner) and Leah Watters (agent), as follows:

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 - 15-21
Zoning
Agenda Date 2 - 11-2
Check Number 1271

APPLICATION FOR CERTIFICATE OF RESUBDIVISION

	TYPE OF CASE: CERTIFICATE OF RESUBDIVISION	
8: 8*	ADVALOREM TAX PARCEL NUMBER(S): 06126-02-01	
I.	GENERAL LOCATION OF PROPERTY INVOLVED: 5+h	
.7	115 W 4th St.	
√.	ADDRESS OF PROPERTY INVOLVED: 0 5th st.	120 5th St.
*	GENERAL DESCRIPTION OF REQUEST: Resubdivision of S	ubdividing larger parcel into
	4 lots; reconfiguring 2 smaller	10+5
C.	REQUIRED ATTACHMENTS: Resubdivision Survey and Certificate (see attached example) on no Cash or Check payable to the City of Long Beach in the amount of \$ Proof of ownership (copy of recorded warranty deed), if applicable payable to the City of Long Beach in the amount of \$ Proof of ownership (copy of recorded warranty deed), if applicable payable to the City of Long Beach in the amount of \$ Proof of ownership (copy of recorded warranty deed), if applicable payable to the City of Long Beach in the amount of \$ Proof of ownership (copy of recorded warranty deed), if applicable payable to the City of Long Beach in the amount of \$ Proof of ownership (copy of recorded warranty deed), if applicable payable to the City of Long Beach in the amount of \$ Proof of ownership (copy of recorded warranty deed), if applicable payable to the City of Long Beach in the amount of \$ Proof of ownership (copy of recorded warranty deed), if applicable payable to the City of Long Beach in the amount of \$ Proof of ownership (copy of recorded warranty deed), if applicable payable to the City of Long Beach in the amount of \$ Proof of ownership (copy of recorded warranty deed), if applicable payable payable to the City of Long Beach in the amount of \$ Proof of ownership (copy of recorded warranty deed), if applicable payable	less than 11" X 17" paper. 250.00 proof of authority to act as agent for owner.
9	OWNERSHIP AND CERTIFICATION: READ BEFORE EXECUTING, the applicant acknowledges requirements inherent in the process have been fully explained and application, the completed application with all necessary document not later than fifteen (15) days before the 2 nd or 4 th Thursday of each completed application. Ownership: I the undersigned due hereby agree to all the rules and Ordinance and also agree to pay all fees and charges as stated.	d understood, including the timetable for processing the is and payments must be returned to the Planning office is month. Receipt of fee(s) does not constitute receipt of a
1	Dr. La Rue stephens, First Baptist Church Name of Rightful Owner (PRINT)	Leah Watters Name of Agent (PRINT)
	300 N. cleveland Ave	- , ,
ō	Owner's Mailing Address	133 Davis Ave, Suite K Agent's Mailing Address
	Long Beach MS 39571 City U State Zip	Pass Christian MS 39571 City State Zip
\int	hone Sala 2584 hone Sala Sala Sala Sala Sala Sala Sala Sal	Phone Phone 1/15/2 Signature of Applicant Date

STATE OF MISSISSIPPI COUNTY OF HARRISON

FIRST JUDICIAL DISTRICT



WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned present and duly appointed Trustees of and for First Baptist Church of Long Beach, Mississippi, now known and identified as FIRST BAPTIST CHURCH, LONG BEACH MISSISSIPPI, a Mississippi Non-Profit Corporation, 506 Jeff Davis Avenue, Long Beach, Mississippi, (228) 864-2584, do hereby sell, convey and warrant unto FIRST BAPTIST CHURCH, LONG BEACH MISSISSIPPI, a Mississkopi Non-Profit Corporation, 506 Jeff Davis Avenue, Long Beach, MS 39560, (228) 864-2584, the following described land and property being located in the First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Food Pantry 06126-02 009.000

Parcel - 1

A lot or parcel of land situated in the City of Long Beach, Harrison County, Mississippi, and more particularly described as: Beginning at a point on the North side of 5° Street, which said point is 355 feet measured by right angles West of the West margin of Jeff Davis Avenue, and from said point of beginning running thence Northerly parallel with Jeff Davis Avenue a distance of 150 feet; thence Westerly parallel with 5° Street a distance of 75 feet; thence Southerly parallel with Jeff Davis Avenue a distance of 150 feet to the North side of 5° Street; thence Easterly along the North side of 5° Street; a distance of 75 feet to the point of beginning; all being in a part of Section 13, Township 8 South, Range 12 West, Harrison County, Mississippi.

Apartment Bldg./ Preschool 06126-02

Parcel-2
That certain parcel of land and property situated and being in the City of Long Beach, in Section 13, Township 8 South, Range 12 West, First Judicial District of Harrison County, Mississippi, and being the South 111 feet of a tract of land described as beginning at a point on the South margin of Fourth Street, which point to 263 feet west of the West margin of Jeff Davis Avenue, and from said beginning point, running Southerly and parallel to Jeff Davis Avenue, and statance of 300 feet to the North margin of Fifth Street, and running thence Westerly along the North margin of Fifth Street a distance of 92 feet, thence running Northerly and parallel to Jeff Davis Avenue a distance of 300 feet to the South margin of Fourth Street, thence running Easterly 82 feet to the point of beginning; being a parcel conveyed to McMally & Savarese Investments by Warranty Deed dated January 4, 1982, and recorded in Deed Book 921 at Page 270 in the office of the Chancery Clerk of Harrison County, Mississippi,

AND ALSO: that certain parcel of land and property situated in the City of Long Beach in the First Judicial District of Harrison County, Mississippi, described as beginning at a point on the South margin of Fourth Street, which point is 255 feet West entargin of Jeff Davis Avenue and from said point of beginning, run thence Southerly and parallel to Jeff Davis Avenue a distance of 300 feet to the North margin of Fifth Street, run thence Westerly along the North margin of Fifth Street a distance of 8 feet, run thence Northerly and parallel to Jeff Davis Avenue a distance of 300 feet to the South margin of Fourth Street, thence run Easterly a distance of 8 feet to the point of beginning, said tract of land being situated in Section 13.

BOOK 1514 PAGE 86

Township 8 South, Range 12 West, First Judicial District of Harrison County, Mississippi, and being the same parcel conveyed to McNally & Savarese Investments, a Mississippi Partnership, by Warranty Deed dated February 8, 1982, and recorded in Deed Book 923 at Page 181 in the Office of the Chancery Clerk of Harrison County, Mississippi. Together with all improvements located thereon and appurtenances thereunto appertaining.

Vaccant (and Parcel-3 Lots One to Six (1 - 6), inclusive, Block Two (2), BIBERON'S SUBDIVISION, a subdivision 4th & 5th Stx according to the official map or plat thereof on file and of record in the office of the Chancery East of Meson Clark of the First Judicial District of Harrison County, Mississippi, in Plat Book 6 at Page 11(Copy Book 3 at Page 204) thereof, reference to which is hereby made in aid of and as a part of this description.

vocant land on 4th Sr. west of Fire station part of 15 06126-02-

Parcel-4
A parcel of land located in the City of Long Beach, First Judicial District of Harrison County, Mississippi, described as: Beginning at a point on the South margin of Fourth Street where same intersects the West margin of Jeff Davis Avenue in said City of Long Beach, and run Westerly along the South margin of Fourth Street a distance of 442.4 feet, more or less, to a stake at a fence line for the POINT OF BEGINNING; thence from said point of beginning run South 28 degrees East along said fence line a distance of 150 feet; thence run So degrees 55 minutes West along a fence line and parallel with Fourth Street a distance of 73 feet, thence running North 28 degrees West along a fence line a distance of 150 feet to the South margin of Fourth Street, thence run North 68 degrees 55 minutes East along the South margin of Fourth Street a distance of 73 feet to the Point of Beginning. Said property being bounded on the West by Biberon's Subdivision.

southern Late of Lacant land west of west parking lot 06126-02-

Parcel-5
Beginning at a point on the West boundary line of Lot Two (2), Block One (1), BIBERON'S
SUBDIVISION, at a point 90 feet South of the Northwest corner of said Lot 2, and running
thence South along the Eastern boundary line of Mason Avenue (same being the Western
boundary of said Lot 2), a distance of 80 feet, thence in an Easterly direction, parallel with the
North boundary line of said Lot 2; a distance of 130 feet, more or less, to the Eastern
boundary line of said Lot 2; thence in a Northerly direction along and upon the East boundary
line of said Lot 2; a distance of 130 feet, more or less, to the place of
South boundary line of said Lot 2; a distance of 130 feet, more or less, to the place of
beginning. Being located in and a part of Lot Two (2), Block One (1), BIBERON'S
SUBDIVISION, a subdivision according to the official map or plat thereof on file and of record
in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi,
in Plat Book 6 at Page 14 (Copy Book 3 at Page 204) thereof, reference to which is hereby
made in aid of and as a part of this description.

northern half Parcel-6
of vaccant
The North Ninety (90) feet of Lot Two (2), Block One (1), BIBERON'S SUBDIVISION, of the
Oty of Long Beach, a subdivision according to the official map or plat thereof on file and of
record in the office of the Chancery Clerk of the First Judicial District of Harrison County,
Mississippi, in Plat Book 6 at Page 14 (Copy Book 3 at Page 204) thereof, reference to which
is hereby made in aid of and as a part of this description. Said parcel being the identical
parcel of land acquired by Glen I. Miller, et ux., by Quitclaim Deed dated May 12, 1993, and
recorded in the Land Records of the First Judicial District of Harrison County, Mississippi, in
deed Book 1241 at Page 472 thereof. Together with all improvements situated thereon or
appertaining thereto.

THIS DEED IS GIVEN for the sole purpose of clarifying, correcting and conveying the hereinabove described property, originally conveyed to "First Baptist Church, Long Beach, Mississippi", to the Grantee herein, vesting title in the corporation name (see Exhibit "A" attached hereto). The property being the same as that which was conveyed by Deed dated May 9, 1997, and recorded in the Land Records of the office of the Chancery Clerk of Harrison County, Mississippi, in Deed Book 1374 at Page 130 thereof.

BOOK 1514 PAGE 87

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 are assumed by the Grantee herein.

IN WITNESS WHEREOF, First Baptist Church of Long Beach, now know as FIRST BAPTIST CHURCH, LONG BEACH MISSISSIPPI, a Mississippi Non-Profit Corporation, has caused this strument to be executed by R. EUGENE BASS, Trustee; WILLIAM PRICE, Trustee; MRS.

KATHERINE BALTZER, Trustee; and PATRICIA SKELLIE, on this the day of

2000.

First Baptist Church of Long Beach, Mississippi now known and identified as: FIRST BAPTIST CHURCH, LONG BEACH MISSISSIPPI

STATE OF MISSISSIPPI COUNTY OF HARRISON

800K 1514 PAGE 88

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, R. EUGENE BASS, who acknowledged that he is Trustee of FIRST BAPTIST CHURCH, LONG BEACH MISSISSIPPI, a Mississippi Non-Profit Corporation, and as its act and deed, he signed, sealed and delivered the above and foregoing Instrument of writing on the day and in the year

therein mentioned, he having been first duly authorized to do so. GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the day of 2000.

My Commission Expires:

My Commission Expires March 20, 2001

STATE OF MISSISSIPPI COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesald, WILLLIAM PRICE, who acknowledged that he is Trustee of FIRST BAPTIST CHURCH, LONG BEACH MISSISSIPPI, a Mississippi Non-Profit Corporation, and as its act and deed, he signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, he having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 6th day of October 2000.

My Commission Expires:

NOTARY PUBLIC

NOTARY PUBLIC

PAY LO NOTARY PÚBLIC

My Commission Expires May 14, 2001

COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesald, MRS. KATHERINE BALTZER, who acknowledged that she is <u>Trustee</u> of FIRST BAPTIST CHURCH, LONG BEACH MISSISSIPPI, a Mississippi Non-Profit Corporation, and as its act and deed, she signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, he having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 6th day of OFFICE, 2000.

My Commission Expires: Plo inc

Page 29

380

MINUTES OF FEBRUARY 11, 2021 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

STATE OF MISSISSIPPI

BOOK 1514 PAGE 89

DEMINE SAULATINE
NOTARY PUBLIC

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, PATRICIA SKELLIE, who acknowledged that she is <u>Trustee</u> of FIRST BAPTIST CHURCH, LONG BEACH MISSISSIPPI, a Mississippi Non-Profit Corporation, and as its act and deed, she signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, she having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 64 day of

October 2000

My Cofficientian Expires May 14, 2001

PREPARED BY AND RETURN TO

GULF TITLE COMPANY, INC. 1819 TWENTY-FOURTH AVENUE GULFPORT, MS 39501

INDEXING INSTRUCTIONS:

Parcel 1: 75' x 150' being bounded: S by W.5" Street; (W and N by unknown); E by First Baptist Church, Long Beach; Long Beach Sec. Block 15

Parcel 2: 100" x 111" being bounded: S by W 5" Street, W & N by First Baptist Church, Long Beach, Long Beach Sec. Block 15 And 8" x 300" being bounded S by W 5" Street, N by W 4" Street, Long Beach Sec. Block 15

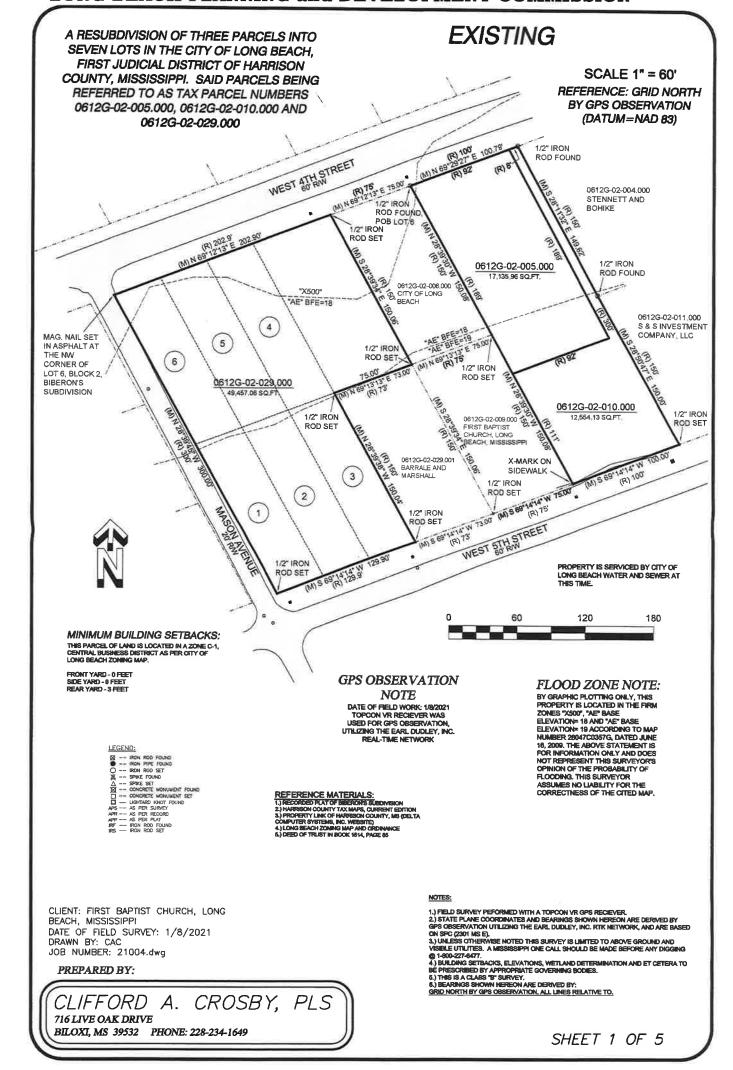
Parcel 3: Lots 1 - 6, inclusive, Block 2, BIBERON'S SUBDIVISION

Parcel 4: 75' x 150' being bounded: N by W 4" Street; E by unknown; S by unknown; W by First Baptist Church,
Long Beach, Long Beach Sec. Block 15

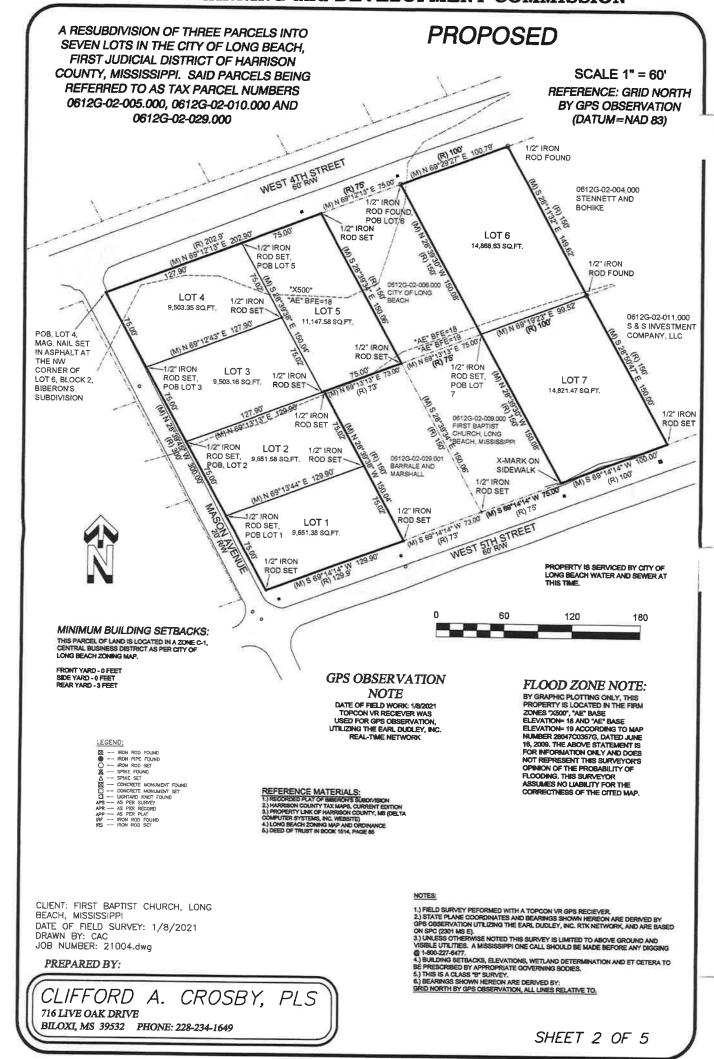
Parcel 5: In and a part of Lot 2, Block 1, BIBERON'S SUBDIVISION; bounded N and E by First Baptist Church, Long Seach; W by Mason Avenue

Parcel 6: N 90' of Lot 2, Block 1, BIBERON'S SUBDIVISION, bounded on the N, E and S by First Beptist Church, Long Bearch; W by Mason Avenue

LONG BEACH PLANNING and DEVELOPMENT COMMISSION



LONG BEACH PLANNING and DEVELOPMENT COMMISSION



A RESUBDIVISION OF THREE PARCELS INTO SEVEN LOTS IN THE CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI. SAID PARCELS BEING REFERRED TO AS TAX PARCEL NUMBERS 0612G-02-005.000, 0612G-02-010.000 AND 0612G-02-029.000

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 subdivided from Harrison County ad valorem tax parcels (0612G-02-005.000, 0612G-02-010.000 and 0612G-02-029.000) into (seven) lots. The subject property is generally described as being located (on south side of West 4th Street and the north side of West 5th Street, Long Beach, MS).

The Case File Number is:

LEGAL DESCRIPTIONS

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

DEED OF TRUST, BOOK 1514, PAGE 85

ot or parcel of land altusted in the City of Long Seach, Hamtson County, Mississippi, and more particularly described as: Beginning at a point on the North side of 5th Street, which side in the street and Street side of 5th Street with Jeff Davis Avenue and from said point of beginning running thence Northerly parallel with 5th Street a distance of 75 feet; thence Southerly parallel with Jeff Davis Avenue a distance of 150 feet to the North side of 5th Street with Jeff Davis Avenue and Jeff D

That certain percei of land and property situated and being in the City of Long Beach, in Section 13, Township 8 South, Range 12 West, First Judicial District of Harrison County and being the South 111 feet of a tract of land described as beginning at a point on the South margin of Fourth Street, which point is 263 feet west of the West margin of Jeff Drand from said beginning point, running Southerly and parallel to Jeff Drand Avenue, a distance of 300 feet to the North margin of Fifth Street, and running thence Westerly along margin of Fifth Street a distance of 302 feet to the South margin of Fourth Street, and running the street and the street of 125 feet, thence running the Street, thence running feet to the point of beginning; being a percei conveyed to McNethy & Sevarase Investments by Warranty Deed dated January 4, 1982, and recorded in Deed Book 921 at Page 2 of the Changson Clack of Harrison Country, Mississation.

AND ALSO: that certain percel of fand and property attuated in the City of Long Beach in the First Judicial District of Harrison County, Mississippl, described as beginning at a point on the South margin of Fourth Street, which point is 255 feet West of the West margin of Jeff Davis Avenue and from said point of beginning, run thence Southerly and parallel to Jeff Davis Avenue and from said point of beginning, run thence Southerly and parallel to Jeff Davis Avenue and from said point of beginning, run thence Southerly and parallel to Jeff Davis Avenue and from said point of beginning, and thence Northerly and parallel to Jeff Davis Avenue and Southerly and parallel to Jeff Davis Avenue and Southerly and parallel to Jeff Davis Avenue and Southerly and Southerly additions of 8 feet to the beginning, said tract of land being situated in Section 13, Township 8 Scharles 12 West, First Judicial District of Harrison County, Mississippi, and being the same percel conveyed to McNally & Savarese Investments, a Mississippi Partnership, by Warranty appurimentores thereunto appertaining.

Lote One to Six (1 - 6), Inclusive, Block Two (2), BIBERON'S SUBDIVISION, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clark of the First Judicial District of Hamison County, Mississippi, in Plat Book 6 at Page 11(Copy Book 3 at Page 204) thereof, reference to which is hereby made in aid of and as a part of this

A percel of land located in the City of Long Beach, First Judicial District of Hantson County, Mississippi, described as: Beginning at a point on the South margin of Fourth Street where same intersects the West margin of Jeff Davis Avenue in said City of Long Beach, and run Westerty along the South margin of Fourth Street a distance of 442.4 feet, more or less, to a state at a fence line for the POINT OF BEGINNING; thence from said point of beginning run South 28 degrees East along said fence line and parallel with Fourth Street a distance of 73 feet, thence running North 28 degrees West along a fence line and parallel with Fourth Street a distance of 73 feet, thence running North 28 degrees West along a fence line a distance of 150 feet to the South margin of Fourth Street, a distance of 73 feet to the Point of Beginning. Said property being bounded on the West by Ribbaron's Subdivision.

spinning at a point on the West boundary line of Lot Two (2), Block One (1), BIBERON'S SUBDIVISION, at a point 90 feet South of the Northwest comer of said Lot puth along the Eastern boundary line of Mason Avenue (same being the Western boundary of said Lot 2), a distance of 80 feet, thence in an Eastern direction, perall stance of 80 feet, thence in a Northerly direction along and upon the East boundary line of said Lot 2; a distance of 80 feet, more or less, to the Eastern boundary line of said Lot 2; a distance of 80 feet, thence in a Northerly direction along and upon the East boundary line of said Lot 2; a distance of 100 feet, more or less, to the place of beginning hid a part of Lot Two (2), Block One (1), BIBERON'S SUBDIVISION, a subdivision according to the cilicial map or plat thereof on the and of record is the office of the later of the la

Parce-6
The North Ninety (90) feet of Lot Two (2), Block One (1), BIBERON'S SUBDIVISION, of the City of Long Beach, a subdivision according to the official map or plat the the office of the Chancery Clork of the First Judicial District of Harrison County, Mississippl, in Plat Book 6 at Page 14 (Copy Book 3 at Page 204) thereof, reference aid of and as a part of this description. Said parcel being the identical parcel of land acquired by Gien I. Miller, et uc., by Quitotaim Doed dated May 12, 1963, and red of the First Judicial District of Harrison County, Mississippl, in deed Book 1241 at Page 472 thereof. Together with all improvements situated thereon or appertaining rence to which is hereby a and recorded in the Land I

PREPARED BY:

CLIFFORD A. CROSBY, PLS 716 LIVE OAK DRIVE

BILOXI, MS 39532 PHONE: 228-234-1649

CUENT: FIRST BAPTIST CHURCH, LONG BEACH, MISSISSIPPI DATE OF FIELD SURVEY: 1/8/2021 DRAWN BY: CAC JOB NUMBER: 21004.dwg

SHEET 3 OF 5

LEGAL DESCRIPTION OF THE PROPOSED PARCELS:

LOT 1

LOT 1
THE SOUTH ONE-HALF OF LOTS 1, 2 AND 3, BLOCK 2, BIBERON'S SUBDIVISION, SITUATED IN THE SOUTHWEST 1/4 OF SECTION 13,
TOWNSHIP 8 SOUTH, RANGE 12 WEST, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):
COMMENCING AT A MAG. NAIL SET AT THE NORTHWEST CORNER OF LOT 6, BLOCK 2, BIBERON'S SUBDIVISION; THENCE ALONG THE
EAST MARGIN OF MASON AVENUE, 528°39'45"E 225.00' TO AN IRON ROD SET AT THE POINT OF BEGINNING; THENCE N69°13'44"E 129.90' TO
AN IRON ROD SET; THENCE \$28°39'38"E 75.02' TO AN IRON ROD SET ON THE NORTH MARGIN OF WEST 5TH STREET; THENCE ALONG SAID
NORTH MARGIN, 569°14'14"W 129.90' TO AN IRON ROD SET ON THE EAST MARGIN OF MASON AVENUE; THENCE ALONG SAID EAST MARGIN,
128°39'45"W 75.00' TO THE POINT OF BEGINNING, CONTAINING 9,651.38 SQUARE FEET.

LOT 2

LOT 2
THE NORTH ONE-HALF OF LOTS 1, 2 AND 3, BLOCK 2, BIBERON'S SUBDIVISION, SITUATED IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 12 WEST, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):

COMMENCING AT A MAG. NAIL SET AT THE NORTHWEST CORNER OF LOT 6, BLOCK 2, BIBERON'S SUBDIVISION; THENCE ALONG THE EAST MARGIN OF MASON AVENUE, \$28*39*45*E 150.00* TO AN IRON ROD SOUTH AT THE POINT OF BEGINNING; THENCE N69*13*13*E 129.90* TO AN IRON ROD SET; THENCE \$69*13*44*W 129.90* TO AN IRON ROD SET ON THE EAST MARGIN OF MASON AVENUE; THENCE ALONG SAID EAST MARGIN, N28*39'45*W 75.00* TO THE POINT OF BEGINNING, CONTAINING 9,651.58 SQUARE FEET.

LOT 3

THE SOUTH ONE-HALF OF LOTS 5 AND 6 AND THE SOUTH ONE-HALF OF THE WEST 41.3 FEET OF LOT 4, BLOCK 2, BIBERON'S SUBDIVISION, SITUATED IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 12 WEST, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):

COMMENCING AT A MAG, NAIL SET AT THE NORTHWEST CORNER OF LOT 6, BLOCK 2, BIBERON'S SUBDIVISION; THENCE ALONG THE EAST MARGIN OF MASON AVENUE, \$28°39'45"E 75.00' TO AN IRON ROD SET AT THE POINT OF BEGINNING; THENCE N69°12'43"E 127.90' TO MARGIN OF MASON AVENUE; THENCE \$28°39'38"E 75.02' TO AN IRON ROD SET; THENCE \$69°13"13"W 127.90' TO AN IRON ROD SET ON THE EAST MARGIN OF MASON AVENUE; THENCE ALONG SAID EAST MARGIN, N28°39'45"W 75.00' TO THE POINT OF BEGINNING, CONTAINING 9,503.16

LOT 4

THE NORTH ONE-HALF OF LOTS 5 AND 6 AND THE NORTH ONE-HALF OF THE WEST 41.3 FEET OF LOT 4, BLOCK 2, BIBERON'S SUBDIVISION, SITUATED IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 12 WEST, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):

BEGINNING AT A MAG. NAIL SET AT THE NORTHWEST CORNER OF LOT 6, BLOCK 2, BIBERON'S SUBDIVISION; THENCE ALONG THE EAST MARGIN OF MASON AVENUE, S28°39'45"E 75.00' TO AN IRON ROD SET; THENCE N69°12'43"E 127.90' TO AN IRON ROD SET; THENCE N28°39'38"W 75.02' TO AN IRON ROD SET ON THE SOUTH MARGIN OF WEST 4TH STREET; THENCE ALONG SAID SOUTH MARGIN, S69°12'13"W 127.90' TO THE POINT OF BEGINNING, CONTAINING 9,503.35 SQUARE FEET.

LOT 5
THE EAST 2 FEET OF LOT 4, BLOCK 2, BIBERON'S SUBDIVISION, AND A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 12 WEST, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):

COMMENCING AT A MAG. NAIL SET AT THE NORTHWEST CORNER OF LOT 6, BLOCK 2, BIBERON'S SUBDIVISION; THENCE ALONG THE SOUTH MARGIN OF WEST 4TH STREET, N69*12*13*E 127.90* TO AN IRON ROD SET AT THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID SOUTH MARGIN, N69*12*13*E 75.00* TO AN IRON ROD SET, THENCE S28*39*34*E 150.06* TO AN IRON ROD SET; THENCE S89*13*13*W

75.00* TO AN IRON ROD SET; THENCE N28*39*38*W 150.04* TO THE POINT OF BEGINNING, CONTAINING 11,147.58 SQUARE FEET.

LOT 6

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 12 WEST, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):

COMMENCING AT A MAG. NAIL SET AT THE NORTHWEST CORNER OF LOT 6, BLOCK 2, BIBERON'S SUBDIVISION; THENCE ALONG THE SOUTH MARGIN OF WEST 4TH STREET, N69"1213"E 277-90" TO AN IRON ROD FOUND AT THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID SOUTH MARGIN, N69"2912"E 100.79" TO AN IRON ROD FOUND; THENCE S28"11"32"E 149.62" TO AN IRON ROD FOUND; THENCE S69"19"23"W 99.52" TO AN IRON ROD SET; THENCE N28"39"30"W 150.08" TO THE POINT OF BEGINNING, CONTAINING 14,868.63 SQUARE FEET.

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 12 WEST, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):

BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):

COMMENCING AT A MAG, NAIL SET AT THE NORTHWEST CORNER OF LOT 6, BLOCK 2, BIBERON'S SUBDIVISION; THENCE ALONG THE SOUTH MARGIN OF WEST 4TH STREET, N69°12'13"E 277-90' TO AN IRON ROD FOUND; THENCE FURTHER ALONG SAID SOUTH MARGIN, N69°29'27"E 100.79' TO AN IRON ROD FOUND; THENCE S28°11'32"E 149.62' TO AN IRON ROD FOUND AT THE POINT OF BEGINNING; THENCE S28°50'47"E 150.00' TO AN IRON ROD SET ON THE NORTH MARGIN OF WEST 5TH STREET; THENCE ALONG SAID NORTH MARGIN, THE POINT OF BEGINNING; CONTAINING 14,821.47 SQUARE FEET.

PREPARED BY:

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

CLIENT: FIRST BAPTIST CHURCH, LONG BEACH, MISSISSIPPI DATE OF FIELD SURVEY: 1/8/2021 DRAWN BY: CAC JOB NUMBER: 21004.dwg

SHEET 4 OF 5

	CERTIFICATE OF OWN	VERSHIP	
	regulation jurisdiction of the City of	of the property described hereon, which Long Beach, and that I freely adopt this	n property is within the subdivision
	FIRST BAPTIST CHURCH, DONG SIGNED BY: DR. LARUE STEPHE	BEACH MISSISSIPPI DATE	NASY 14,2121
	Subscribed and sworn to before me Public in and for the County of Harr	e, in my presence this 14 day of ison, State of Mississippi.	Ganuary 2021, a Notary
		NOTARY PUBLIC (TOLOL)	_
		My Commission Expires:	
	drainage improvements through one respects in compliance with the City	ROVAL rision shown on this plat does not involvets, the extension of public water or see or more lots to serve one or more lots ordinances of Long Beach and that the ing recorded in the Harrison County Co	wer system or the installation of That the subdivision shown is in all
	ADMINISTRATOR	DATE	
	CERTIFICATE OF SURV I hereby certify that this map drawn be actual survey made under my super- in accordance with all applicable cod- seal this the	YEY AND ACCURACY by me or drawn under my supervision for sison and descriptions recorded in Deed se and ordinances. Witness my original from Union 12, 2021.	om actual survey made by me or d of Trust in Book 1514 on page 85 signature, registration number and
		11 -	
		1/1/2	
		Clifford A. Crosby, P.L.S.	- R. 7
		2539	- P A
		MS P.L.S. NO.	K-199 / 1
	PLANNING COMMISSIO Approved by the City of Long Beach F the day of	N_ Planning Commission at the regular med 2021.	eting of said Commission held on
	Planning Commission Chairman	Date	
	ACCEPTANCE Submitted to and approve by the City of Aldermen held on theday of	of Long Beach, Board of Aldermen, at th	ne regular meeting of said Board
	ADOPT:	ATTEST:	
	MAYOR	CITY CLERK	- At
PREPARED BY:			CLIENTS FIRST RAPPOR
CLIFFORD 716 LIVE OAK DRIVE BILOXI, MS 39532 P	A. CROSBY, PL	.5	CUENT: FIRST BAPTIST CHURCH, LONG BEACH, MISSISSIPPI DATE OF FIELD SURVEY: 1/8/2021 DRAWN BY: CAC JOB NUMBER: 21004.dwg
		/	5 05 5
		SHEE I	5 OF 5

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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



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

February 8, 2021

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

RE: Certificate of Subdivision – Tax Parcel Nos. 0612G-02-005.000, 0612G-02-010.000, and 0612G-02-029.000

Ladies and Gentlemen:

We have received the referenced Certificate of Subdivision and reviewed it for compliance with the City's ordinances. The proposed subdivision divides three existing parcels into seven new parcels, with Lots 1-4 having frontage on Mason Ave., Lots 5-6 fronting on W. 4th St., and Lot 7 on W. 5th St. Each parcel appears to meet the minimum requirements for lot width, frontage, etc.

Because this subdivision proposes to create four new parcels, it is by definition to be considered a "Major Subdivision" in the City's subdivision ordinance. This process is normally used for larger subdivisions which will be constructed with public improvements dedicated to the City, with reviews & approvals at the "Preliminary Plat" and "Final Plat" stages. Although this subdivision is a "Major Subdivision", there is no new infrastructure being constructed. Since no new infrastructure is required, there is nothing to review in the "Preliminary Plat" process. It is therefore possible that the City could consider this Certificate of Subdivision as the "Preliminary Plat" and "Final Plat" submittal.

If the City chooses to combine the Major Subdivision process as discussed above, the form and verbiage of the Certificate appears correct. 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,

David Ball, P.E.

DB:539

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Special Tap Fee: Mason Ave.				
		Date: 1-27-2	2021	
		WATER TA	NP	
MATERIALS:				
QTY.		ITEM	PRICE	TOTAL
2	EA	1" Corp Stop	\$38.48	\$38.49
1	EA	1" Curb Stop	\$44.65	\$44.85
2	EA	3/4" Curb Stop	\$24.60	\$44.85
40	FT	Roll Tube	\$0.33	\$13.20
3	EA	Meter Box	\$39.90	\$119.70
1	EA	1" x 3/4" - wye	\$31.25	\$31.25
2	EA	8"x1" Tap Saddle	\$25.00	\$25.00
		TOTAL	MATERIAL COST	\$278.85
QUIPMENT:				
QTY.		ITEM	PRICE	TOTAL
8	HRS	161-TRACK HOE	\$21.00	\$168.00
8	HRS	DUMP TRUCK/ Trailer	\$45.00	\$360.00
8	HRS	CREW TRUCK	\$10.00	\$80.00
			QUIPMENT COST	\$608.00
ABOR:				
BUK:				TOTAL
		LABOR		\$520.26
			AL LABOR COST	\$520.26
				*
JEL:				
				TOTAL
			MATERIAL COST	\$278.85
			UIPMENT COST	\$608.00
		тот	AL LABOR COST_	\$520.26
			TOTAL_	\$1,407.11
			5% FUEL COST	\$70.36
EASE REMIT MA	TERIAL A	AND EQUIPMENT COST TO	<u>O:</u>	\$886.85
ty of Long Beach				
O. Box 929				
ng Beach, MS 39	560			
EASE REMIT LAB	OR & FL	IEL COST TO:		\$590.62
ility Partners, LL	C			
O. Box 591				
ng Beach, MS 39	560			
		TOTAL MATE	D TAB EEE COST	¢1 477 47
TOTAL WATER TAP FEE COST \$1,477.47				

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MINUTES OF FEBRUARY 11, 2021 REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Commissioner Husband made motion, seconded by Commissioner Kruse and unanimously carried recommending approval of the resubdivision in accordance with the Subdivision Regulation, Article II. <u>MINOR AND MAJOR SUBDIVISION GENERAL REGULATIONS.</u>

There being no further business to come before the Planning and Development Commission at this time, Commissioner Ward 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