

**MINUTES OF MAY 8, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**AGENDA
MAY 8, 2025
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. ANNOUNCEMENTS

IV. APPROVE MINUTES

1. April 24, 2025

V. UNFINISHED BUSINESS

VI. NEW BUSINESS

1. Tree Removal- 114 Sedgewick Drive, Tax Parcel 0611E-02-097.000, Submitted by George Wilfred Shaw, Jr.
2. Tree Removal- 109 North Cleveland Avenue, Tax Parcel 0612B-01-019.000, Submitted by Roy Zuppardo.
3. Tree Removal- 234 White Harbor Road, Tax Parcel 0512J-03-050.000, Submitted by Jospeh W. and Janet M. Mramor.
4. Tree Removal- 23 Pelican Cove Lane, Tax Parcel 0512J-03-068.023, Submitted by Dennie and Patricia Guyton.
5. Discussion- High Density Residential Uses

VII. DEVELOPMENT & RESEARCH

VIII. ADJOURN

*****NOTES*****

****All decisions made at this meeting are subject to a ten (10) day appeal for a Public Hearing and/or the Mayor and Board of Aldermen approval on May 20, 2025.**

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

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

Be it remembered that a Regular Meeting before the Long Beach Planning and Development Commission, Long Beach, Mississippi, was begun at 5:30 o'clock p.m., Thursday, the 8th day of May 2025, in the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, and the same being the time, date and place fixed for holding said Regular Meeting.

There were present and in attendance on said Commission and at the meeting the following named persons: Chairman Frank Olaivar, Vice Chairman Shawn Barlow, Commissioners Nicholas Brown, David DiLorenzo, Jennifer Glenn, Marcia Kruse, City and Minutes Clerk Tina M. Dahl.

Absent the Regular Meeting were Commissioners William Suthoff, Ryan McMahon, Trey Gaddy, Advisor Bill Hessel, Building Official Mike Gundlach and Building Inspector Ryan Ladner.

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

Commissioner DiLorenzo made motion, seconded by Commissioner Brown and unanimously carried to approve the Regular Meeting minutes of April 24, 2025, as submitted.

It came for discussion under New Business a Tree Removal for the property located at 114 Sedgewick Drive, Tax Parcel 0611E-02-097.000, submitted by George Wilfred Shaw, Jr., as follows:

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CITY OF LONG BEACH, MISSISSIPPI
201 Jeff Davis Avenue
P.O. Box 329
Long Beach, MS 39560
(228) 863-1554
(228) 863-1558 Fax

APPLICATION FOR TREE PERMIT

OFFICE USE ONLY	
Date Received	4/2/25
Zoning	R-1
Agenda Date	5/8/25
Check Number	105

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

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

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

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

TODAY'S DATE: 4/2/25

PROPERTY INFORMATION

TAX PARCEL # 06115-02-097.000

Address of Property Involved: 114 SEDGEWICK DR

Property owner name GEORGE WILFRED SHAW, JR.

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

Property owner address: 114 SEDGEWICK DR.

Phone No. 916 955-7727

CONTRACTOR OR APPLICANT INFORMATION

Company Name: SOUTHERN TREE & TURF

Phone No. 228 760 5416 Fax: _____

Name PATRICK BLAKE

Address 139 CENTRAL AVE. LB

PERMIT INFORMATION

Permit for: Removal ☒ Trimming ☐ Pruning ☐

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

LIVE OAK TREE ROOTS
ENCROACHING ON HOUSE
FOUNDATION. HOUSE AND
GARAGE IN DANGER DURING
STORM.

Number of Trees:

1 Live Oak Southern Magnolia

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

Signature

Date

ADDITIONAL INFORMATION REQUIRED

FROM APPLICANT

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

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

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

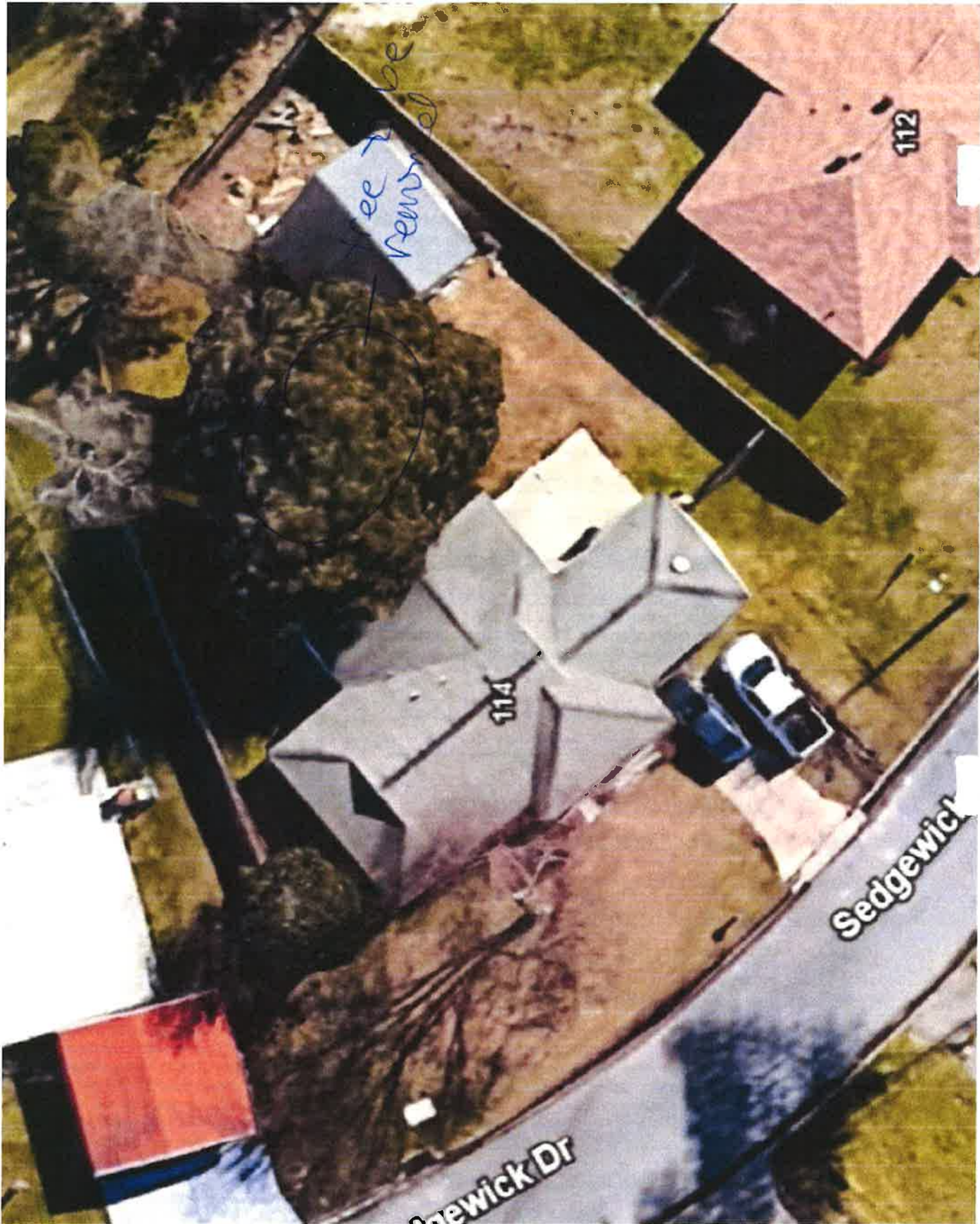
14 OWNERSHIP: Please provide a recorded warranty deed.

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

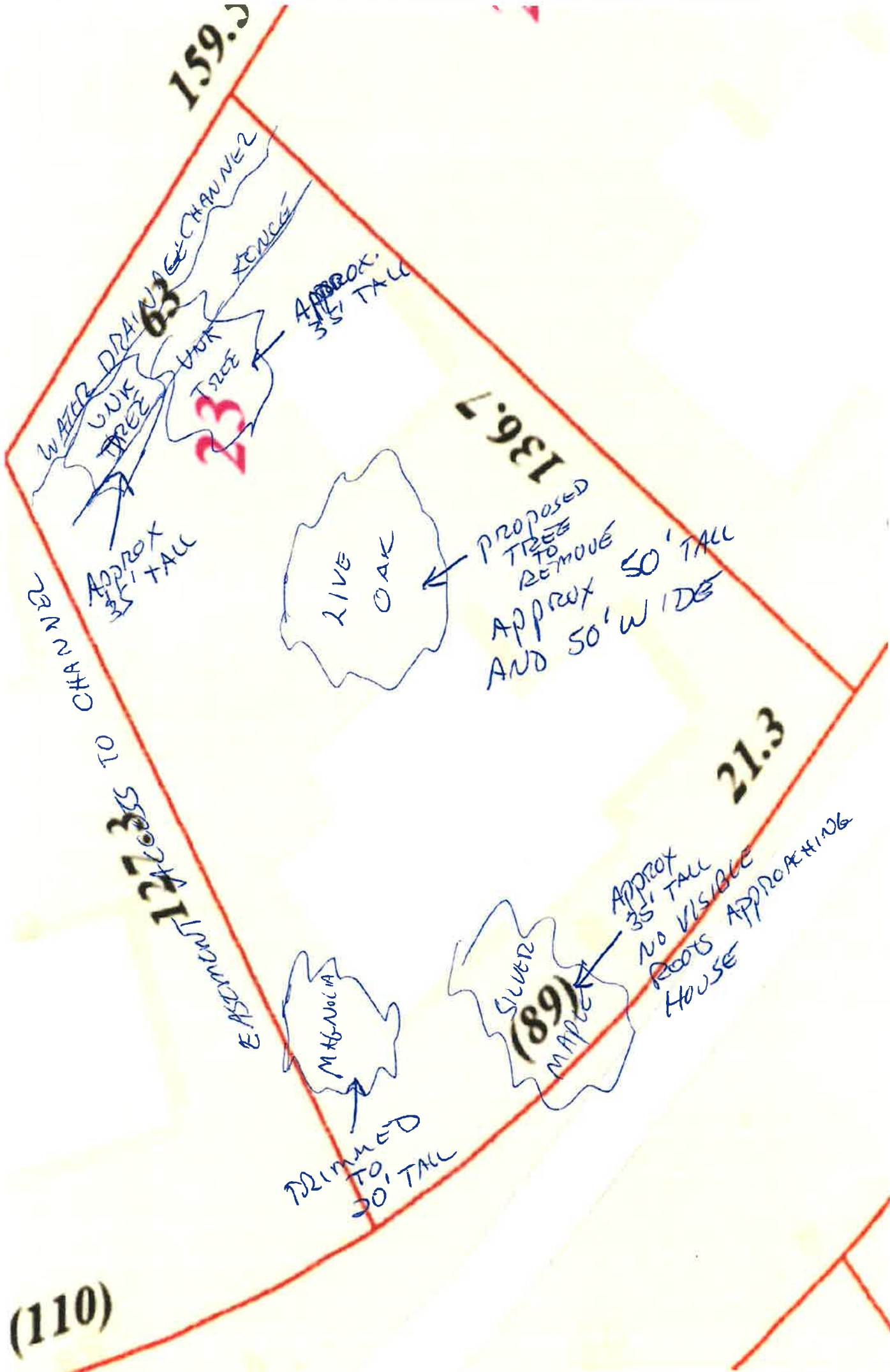
16 REPLANTING: As a condition of granting the tree removal permit, the City, acting by and through its Mayor and Board of Aldermen, may require the applicant to relocate or replace trees, but may not require the replacement of trees in a number greater than the number of Live Oak or Magnolia trees removed;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

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

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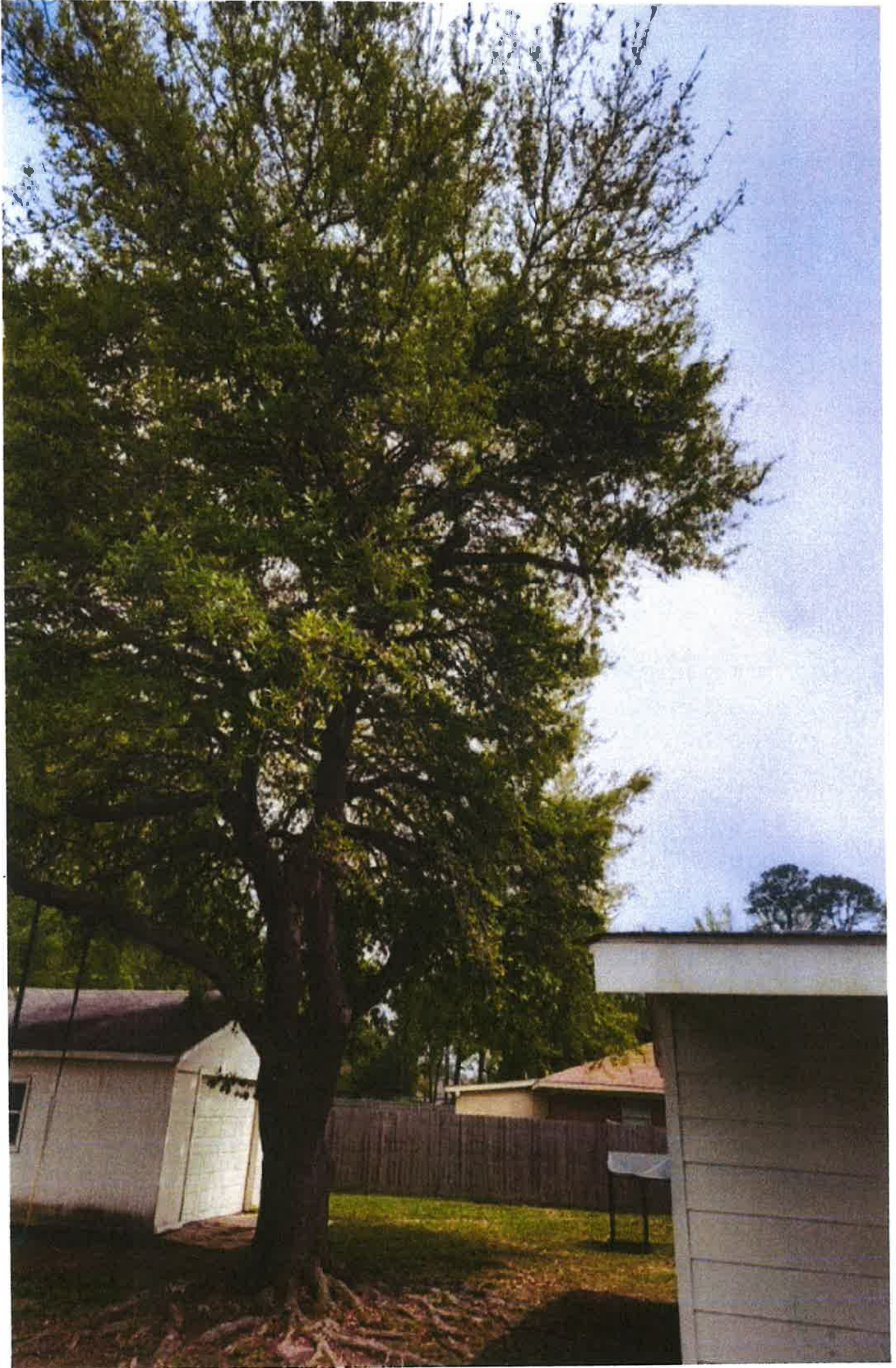
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----- [Space Above This Line For Recording Data] -----

This Instrument Prepared By:
KREBSLER FEDERAL CREDIT UNION
2602 PASS ROAD, SUITE 100
GULFPORT, MS 39503
(228) 835-5560

After Recording Return To:
Schwartz, Ogler & Jordan, PLLC
P.O. Box 7408
Gulfport, MS 39505
(228) 832-8500 / Fax: (228) 832-8500
Fax: (228) 832-8500

DEED OF TRUST

Grantor/Borrower: George Wilfred Shaw JR, Patricia Kay Shaw, 12042 Harmony Cir,
Gulfport, MS 39507 (228) 955-7727

Lender: KREBSLER FEDERAL CREDIT UNION, 2602 PASS ROAD, SUITE 100, MISSISSIPPI 39503
(228) 835-5560

Borrower: KREBSLER FEDERAL CREDIT UNION, 2602 PASS ROAD, SUITE 100, MISSISSIPPI
39503 (228) 835-5560

Trustee: William Lee Gules, III, PO Box 1022, Biloxi, Mississippi 39530
(228) 374-2313

Indexing Instructions: To: 23, Daugherty Park S-42, Area 1, Harrison County, 1st ID, MS

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 1, 10,
12, 17, 19 and 20. Certain rules regarding the usage of words used in this document are also provided in Section 15.

- (A) "Security Instrument" means this document, which is dated JANUARY 17, 2020, together
with all Riders to this document.
(B) "Borrower" is George Wilfred Shaw JR and Patricia Kay Shaw husband and wife
as joint tenants with full rights of survivorship.

Borrower is the grantor under this Security Instrument.



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(L) "Lender" is FIDELITY FEDERAL CREDIT UNION
Lender is a A FEDERAL CREDIT UNION organized
and existing under the laws of MISSISSIPPI
Lender's address is 2602 PAPER ROAD, BILLYE, MISSISSIPPI 39531
Lender is the beneficiary under this Security Instrument.
(B) "Trustee" is Bill Ann Tom Cullen, III
PO Box 1925, Biloxi, Mississippi 39530
(C) "Note" means the promissory note signed by Borrower and dated JANUARY 17, 2024.
The Note states that Borrower owes Lender ONE THOUSAND FIFTY DOLLARS PLUS INTEREST.
SIXTY-FOUR CENTS PER ANNUM. DOLLARS (U.S. \$1,500.00)
plus interest. Borrower has promised to pay this debt in regular periodic payments and to pay the debt in full not later
than FEBRUARY 1, 2050.
(D) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(E) "Loan" means the debt evidenced by the Note, plus interest, late charges due under the Note, and all sums due
under this Security Instrument, all interest.
(F) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are
to be received by Borrower [check box as applicable]:
☐ Adjustable Rate Rider ☐ Phased Unit Development Rider
☐ Condominium Rider ☐ Other(s) [specify]

(I) "Applicable Law" means: (i) controlling applicable federal, state and local statutes, regulations, ordinances and
administrative rules and orders that have the effect of law; as well as all applicable final, non-appealable judicial
opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges
that are imposed on Borrower or the Property by a condominium association, homeowners association or similar
organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft,
or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or
magnetic tape to (i) order, instruct, or authorize a financial institution to debit or credit an account. Such term
includes, but is not limited to, point of sale transfers, automated teller machine transactions, transfers initiated by
teletypewriter, wire transfers, and automatic clearinghouse transfers.
(L) "Rider(s)" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award or damages, or proceeds paid by any
third party (except those proceeds paid under the coverage described in Section 5) for: (i) damage to, or
destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in
fee of condemnation; or (iv) misrepresentation, or omission as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note,
plus (ii) any amount under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2031 et seq.) and its implementing
regulations, Regulation X (12 C.F.R. Part 1024), as they may be amended from time to time, or any additional or
successor legislation or regulation that governs or supplements the RESPA. As used in this Security Instrument, "RESPA"
refers to all requirements and restrictions that are imposed in regard to a federally related mortgage loan, even if the
Loan does not qualify as a "federally related mortgage loan" under RESPA.
(Q) "Secretary" means the Secretary of the United States Department of Housing and Urban Development or his
designee.
(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that
party has assumed Borrower's obligations under the Note after this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan and all interest, extensions and
modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security
Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Trustee, in trust,
with power of sale, the following described property located in the

CITY of _____ of _____
County of _____ State of _____
(Name of Jurisdiction)

THE FOLLOWING "A" ATTACHED HERETO AND BY THIS INSTRUMENT MEANS A PART HEREOF.
1. THE PROPERTY IS: 14 SEDGWICK DR, BILLYE, MS 39531
A.P.N. : 0612002000000

which currently has the address of 14 Sedgewick Dr
Billeye, Mississippi 39531
Long Beach, Mississippi 39531 (Property Address)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements,
appurtenances, and fixtures now or hereafter a part of the property. All requirements and conditions shall also be
covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right
to mortgage, grant and convey the Property and that the Property is not encumbered, except for encumbrances of
record. Borrower covenants and will defend against the title to the Property against all claims and demands, subject
to any encumbrances of record.

THIS SECURITY INSTRUMENT contains uniform covenants for national and non-uniform covenants with
limited variations by jurisdiction, to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Fees, Items, and Late Charges. Borrower shall pay when due the
principal of, and interest on, the debt evidenced by the Note and late charges as provided in the Note. Borrower shall also
pay funds for Factor Fees pursuant to Section 3. Payments due under the Note and this Security Instrument shall
be made in U.S. currency. However, if a check or other instrument is received by Lender as payment under the Note
or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due
under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender:
(a) cash; (b) money order; (c) certified check; (d) check; (e) Lender's check or cashier's check, provided any such
check is drawn upon a bank that has deposits insured by a federal agency, instrumentality, or entity; or (f)
Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other
location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return
any payment in partial or full payment of the principal or partial payment of the interest as being the Loan current. Lender
may accept any payment or partial payment as sufficient to bring the Loan current, without notice of any right
hereunder or prejudice to its rights to refuse such payment or partial payment in the future, but Lender is not
obligated to apply such payments at the time such payments are accepted. Each Periodic Payment is applied as of
its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds
until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of
time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be
applied to the outstanding principal of the Note immediately prior to foreclosure. No effect or claim which
Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under
the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments
accepted and applied by Lender shall be applied in the following order of priority:

First, to the Mortgage Insurance premiums to be paid by the Secretary or the monthly charge by the
Secretary instead of the monthly mortgage insurance premiums.

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard
insurance premiums, as required.

Third, to interest due under the Note.

Fourth, to amortization of the principal of the Note; and, Fifth, to late charges due under the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds is principal due under the Note
shall not extend or postpone the due date, or change the amount of the Periodic Payments.

3. Funds for Borrower Items. Borrower shall pay to Lender on the day Periodic Payments are due under the
Note, and the Note is paid in full, a sum (the "Funds"); to provide for payment of amounts due for: (a) taxes and
assessments and other items which can obtain priority over this Security Instrument as a lien or encumbrance on the
Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance
required by Lender under Section 5; and (d) Mortgage Insurance premiums to be paid by Lender to the Secretary or
the monthly charge by the Secretary instead of the monthly mortgage insurance premiums. These items are called
"Borrower Items." At origination or at any time during the term of the Loan, Lender may require this Community

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Association Dues, Fees, and Assessments, if any, he excused by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender (1) the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items, Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such a waiver, Borrower shall pay directly, when and where payable, the amount due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant in the instrument contained in this Security Instrument, as the phrase "covenant in the instrument" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for and to pay them, Lender may exercise its rights under Section 2 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender (1) such amount. Lender may revoke the waiver at any or all Escrow Items at any time by a notice given in accordance with Section 11 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 5.

Lender may, at any time, collect and hold Funds in an amount (1) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (2) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or jointly (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items to the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually and paying the Escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess Funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Taxes. Borrower shall pay all taxes, assessments, charges, fees, and impositions attributable to the Property which can claim priority over this Security Instrument. Lender shall pay all ground taxes on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are payable in advance, Borrower shall pay them in the manner provided in Section 2.

Borrower shall promptly discharge any lien which has priority over this Security Instrument (unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith, or, or defends against enforcement of the lien in, legal proceedings which Lender's opinion operate to prevent the enforcement of the lien while such proceedings are pending, but only until such proceedings are concluded; or (c) secures the holder of the lien an agreement satisfactory to Lender) during the term of this Security Instrument. If Lender determines that any part of the Property is subject to a lien which has a priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, lightning and other causes, including theft, and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. When Lender requires pursuant to the preceding sentence can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification services and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges such as time reapplying or area changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower. Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might prove greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed

MISSISSIPPI FHA DEED OF TRUST
NOTED 2/11/18 10:08:13

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by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewal of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of said premium and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, and pol will include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if no made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Free for public adjustments, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the amounts secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days in a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower has the right to assign to Lender (a) Borrower's rights to any insurance proceeds in a amount not to exceed the amount of said claim; (b) Note of this Security Instrument; and (c) any other of Borrower's rights (other than the right to any refund of unearned premium paid by Borrower) under all insurance policies covering the Property insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whichever is then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that this requirement shall cause undue hardship for the Borrower or if an extraordinary circumstance exists which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall maintain the Property in order to prevent the Property from deterioration or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repair and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not released of Borrower's obligation for the completion of such repair or restoration.

If condemnation proceeds are paid in connection with the taking of the property, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts, and then to payment of principal. Any application of the proceeds to the principal shall not extend to postpone the due date of the monthly payments or change the amount of such payments.

Lender or its agent may make reasonable entries upon and inspect any or all of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if during the Loan application process, Borrower or any person or officer acting as the director of Borrower or with Borrower's knowledge or consent give materially false, misleading, or inaccurate information or statements to Lender (a) failed to provide Lender with material information in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property or rights under this Security Instrument (such as a proceeding of bankruptcy, reorganization, for confirmation of reorganization, for enforcement of a lien which may or may not be a priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and assessing the value of the Property,

MISSISSIPPI FHA DEED OF TRUST
NOTED 2/11/18 10:08:13

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MINUTES OF MAY 8, 2025

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue uninterrupted. However, Lender is not required to reinstate if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings; (ii) reinstatement will preclude foreclosure on different grounds in the future; or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument. Lender may require that Borrower pay such reinstatement costs and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check; and (d) check, if issued by a bank or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity, or (d) electronic Funds Transfer. Upon satisfaction by Borrower of this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

19. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity known as the "Loan Servicer" that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change, which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and the other duties serviced by a Loan Servicer enter into the purchase of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and a credit assumed by the Note purchaser unless otherwise provided by the Note purchaser.

20. Borrower Not Third-Party Beneficiary in Contract of Insurance. Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower acknowledges and agrees that the Borrower is not a third party beneficiary to the contract of insurance between the Secretary and Lender, nor is Borrower entitled to enforce any agreement between Lender and the Secretary, unless explicitly authorized to do so by Applicable Law.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or flammable substances, pollutants, or wastes by Environmental Law and the following substances: gas oil, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, material containing asbestos or formaldehyde, and radioactive material; (b) "Environmental Law" means a federal law and any of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that (a) causes, contributes to, or otherwise triggers an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is a violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding provisions shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate in normal residential use and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substances or Environmental Law of which Lender has actual knowledge; (b) any Environmental Condition, including but not limited to, any spillage, leaking, discharge, release or direct or indirect release of any Hazardous Substances; or (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower causes or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall restrict any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows.

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to substitute after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate

MISSISSIPPI FPA DEED OF TRUST
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payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to recover all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give Borrower, in the manner provided in Section 14, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by Applicable Law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in Harrison County as Trustee designates in the notice of sale in one or more parcels and in any order Trustee determines. Lender at its discretion may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. If Trustee is required to cancel this Security Instrument, all notes indicating debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Successor Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon Trustee hereunder and by Applicable Law.

IN WITNESS WHEREOF, Borrower hereby certifies and agrees to the terms and conditions contained in this Security Instrument and in any other executed by Borrower and recorded with it.

George Willard Shaw JR. Borrower

Patricia Kay Shaw Lender

Witness

Witness

MISSISSIPPI FPA DEED OF TRUST
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MINUTES OF MAY 8, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

[Space Below This Line For Acknowledgment]

STATE OF MISSISSIPPI
COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said county and state, on this
17th day of January, 2020, within my jurisdiction, the within named
George Wilfred Shaw, Jr. and Patricia Kay Shaw

who acknowledged that they executed the above and foregoing instrument.

(Seal) My commission expires: _____

(NOTARY PUBLIC)

Loan Originator: George Deary, MS, ID 15099 //
Loan Originator Organization: Keeler Federal Credit Union, NMLS ID 400911

MISSISSIPPI HAS CEED OF THIS
EXHIBIT "A" 1000000

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EXHIBIT "A"
LEGAL DESCRIPTION

Lot Twenty-Three (23), DAUGHERTY PARK SUBDIVISION, PART THREE (3), 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 26 at Page 20 thereof, reference to which is hereby made in and of and as a part of this description.

Tax Parcel Number: 0611E-02-097.0000.

DATE: January 17, 2020

GEORGE WILFRED SHAW, JR.

PATRICIA KAY SHAW

Prepared By and Return to:
Schwartz, Ogler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550

MINUTES OF MAY 8, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
MEMORANDUM

DATE: May 1, 2025

TO: City of Long Beach MS Planning Commission

FROM: Long Beach MS Tree Board

REF: Tree(s) Removal

The Tree Board has carefully reviewed each site and pertaining details of the applications for tree removals regarding the below mentioned properties. Our decisions are as follows:

114 Sedgewick Dr.: We do not recommend the removal of the tree at the listed address as the tree appears to be healthy and trimmed away from the home with no apparent signs of damage to the home and/or surrounding buildings.

2341 White Harbor Rd.: We do not recommend the removal of the tree at the listed address as the tree appears to be healthy and trimmed away from the home with no apparent signs of damage to the home and/or surrounding buildings. The root next to the foundation noted in the application appears to be a remnant of a prior tree removal.

109 N. Cleveland Ave.: We do recommend the removal of the tree at the listed address as the tree will not likely survive much more clippings and cuttings due to the awkward central placement of the tree and power lines running through the center.

Blane Sutton
Robin Buch
Jana Montgomery
Ann Niolet
Michael McGill

After discussion, Vice Chairman Barlow made motion, seconded by Commissioner Glenn to approve the application as submitted. The question being put to a roll call vote, the result was as follows:

Vice Chairman Barlow	Voted	Aye
Commissioner Brown	Voted	Aye
Commissioner DiLorenzo	Voted	Aye
Commissioner Glenn	Voted	Aye
Commissioner Kruse	Voted	Nay

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

MINUTES OF MAY 8, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

It came for discussion under New Business, a Tree Removal for the property located at 109 North Cleveland Avenue, Tax Parcel 0612B-01-019.000, submitted by Roy Zuppardo, as follows:

MINUTES OF MAY 8, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

APPLICATION FOR TREE PERMIT

OFFICE USE ONLY	
Date Received	4/21/25
Zoning	C-2
Agenda Date	5/8/25
Check Number	2074

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

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

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

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

TODAY'S DATE: 4-21-25

PROPERTY INFORMATION

TAX PARCEL # 0612B-01-019.000

Address of Property Involved: Zuppardo's Long Beach Village
109 Cleveland Ave., Long Beach

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

Property owner address: 3801 Ridgeway Dr., Metairie,
LA 70002
 Phone No. (228) 504-251-7699

CONTRACTOR OR APPLICANT INFORMATION

Company Name: Southern Tree and Turf

Phone No. 228-760-5291 Fax: _____

Name: Patrick or Sarah Blake

Address: 139 Central Ave., Long Beach, MS

PERMIT INFORMATION

Permit for: Removal ☒ Trimming _____ Pruning _____

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

Remove Live Oak tree blocking sign
at south entrance.

Number of Trees:

1 Live Oak _____ Southern Magnolia

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

Sarah Blake 4-21-25
 Signature Date

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

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

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

SB OWNERSHIP: Please provide a recorded warranty deed.

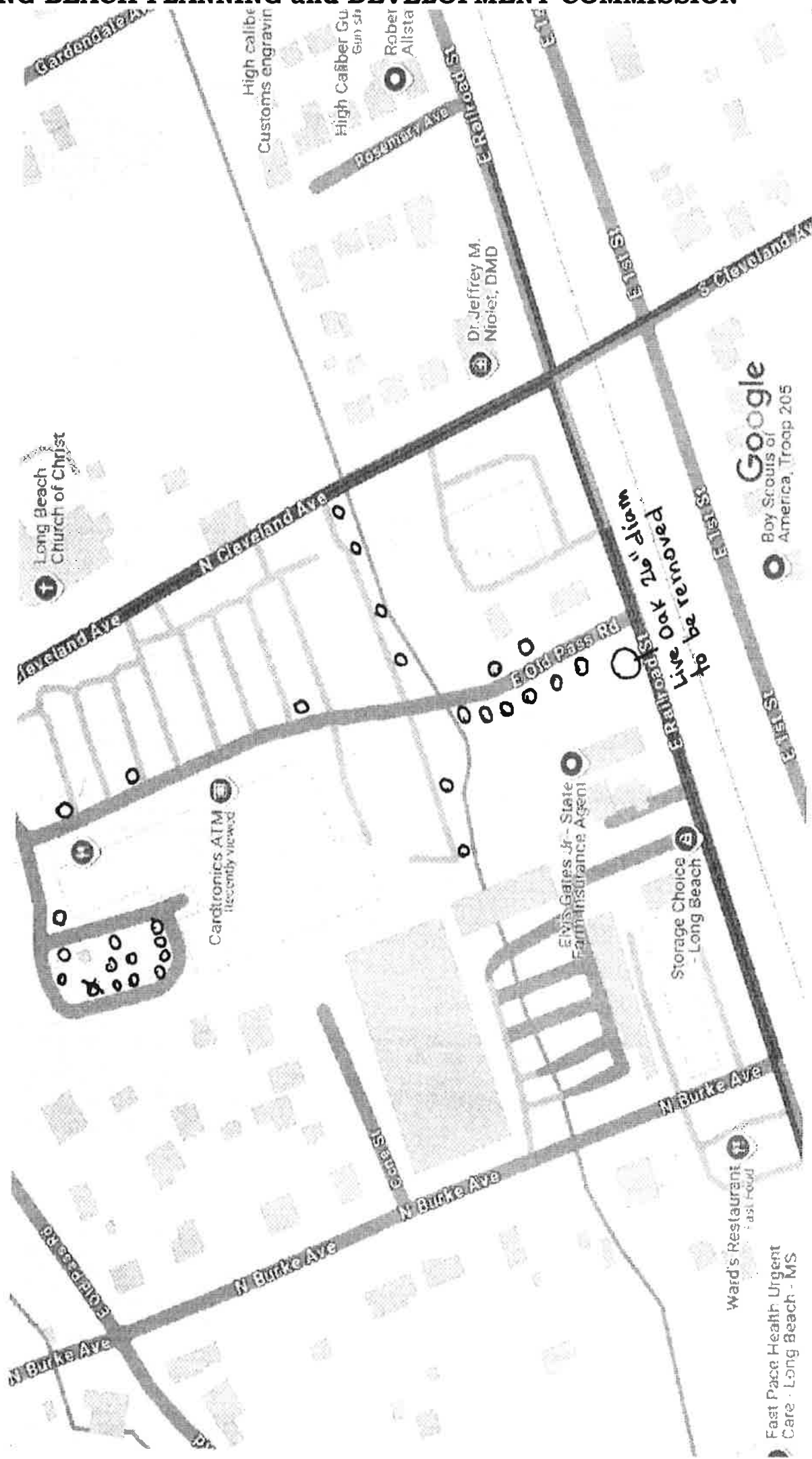
SB PERMIT FEES: Upon issuance of a Tree Removal Permit, the permit fee will be as follows: For removal of a tree or trees where such removal of such tree or trees is necessitated by material damage caused by such tree or trees to permanent improvement or improvements on the parcel where such tree or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

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

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

MINUTES OF MAY 8, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Google Maps



o Live Oaks

MINUTES OF MAY 8, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



MINUTES OF MAY 8, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

BOOK 1337 PAGE 349

Return to Favre, Genin & Scafile
P.O.Box 70, Bay St. Louis, MS 39520

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash
in hand paid, and other good and valuable consideration, the receipt and sufficiency of
all of which is hereby acknowledged, LONG BEACH/MOBILE DEVELOPMENT, INC.,
an Alabama corporation, does hereby GRANT, BARGAIN, SELL, CONVEY and
WARRANT unto ZUPPARDO PROPERTIES, A LIMITED LIABILITY COMPANY, a
Louisiana entity, the following described real property situated in the First Judicial
District of Harrison County, Mississippi:

Those certain lots designated MAIN PARCEL (7.52 acres),
OUTPARCEL D (Shops Parcel) (0.71 acres) and OUTPARCEL
C-1 (0.28 ACRES) of Long Beach Village, a subdivision, as
evidenced by plat recorded in Plat Book 39 at Page 39(A) and
Page 39(B) filed on April 30, 1996, in the office of the
Chancery Clerk of the First Judicial District of Harrison
County, Mississippi.

Together with all improvements located thereon.

This conveyance is subject to any and all recorded rights-of-way, restrictions,
reservations, covenants and easements, including without limitation the following:

1. Declaration of Restrictions filed for record on April 30, 1996 and recorded
in Deed Book 1333 at Page 636 in the office of the Chancery Clerk of the
First Judicial District of Harrison County, Mississippi;
2. Utility Supplement to Declaration of Restrictions filed for record on April
30, 1996 and recorded in Deed Book 1333 at Page 643 of the aforesaid
records;

RETURN TO: Favre, Genin & Scafile
P.O. Box 70
Bay St. Louis, MS 39520

BOOK 1337 PAGE 351

Development, Inc., an Alabama corporation, and that, for and on behalf of the said
corporation, and as its act and deed, he executed the above and foregoing instrument,
after having been duly authorized by said corporation so to do.

Harold D. Parkman
Notary Public

My Commission Expires: 12-05-97



Address of Grantor:

51-A Tacon Street
Mobile, AL 36607
334-432-5511

Address of Grantee:

3801 Ridgeway Drive
Metairie, LA 70002
(601) 467-5481

This instrument was prepared by:

Address of Grantor:
Harold D. Parkman
Harold Arendall, L.L.C.
3000 First National Bank Building
Mobile, Alabama 36602
(334) 432-5511

INDEXING: Long Beach Section Block #10 in Sections 12 & 13, Township 8 South,
Range 12 West, part of which is bounded on South by East Railroad Street and part of
which is bounded on East by Cleveland Avenue.

MINUTES OF MAY 8, 2025 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

BOOK 1337 PAGE 353

convenient for the accomplishment of any of the foregoing acts or objectives, including, without limitation, the execution of warranty deeds and assignments of the aforesaid interests; and

BE IT FURTHER RESOLVED, that the secretary is hereby authorized to attest the president's signature or any vice-president's signature to any of the foregoing and to affix the corporate seal thereto, and such execution by the president or vice-president and secretary affixing of the corporate seal should be conclusive evidence that the Corporation is bound thereby.

The undersigned, being all of the shareholders and directors of the Corporation, adopt the foregoing resolutions by unanimous written consent, and hereby adopt, ratify and approve all actions taken pursuant thereto.

Dated as of the 4th day of June, 1996.

SHAREHOLDERS:

DIRECTORS:

J. DAVID FOSHEE, JR.

J. DAVID FOSHEE, JR.

JOHN F. WATSON

JOHN F. WATSON

GORDON H. KOLB

GORDON H. KOLB

STATE OF MISSISSIPPI, COUNTY OF HARRISON FIRST JUDICIAL DISTRICT	
Recording Fee \$8.00 Ad Valorem Tax \$1.00 each Marginal Entry at 50 each Other _____ TOTAL FEES COLLECTED: \$100	I hereby certify that this instrument was received and filed for record at _____ o'clock and _____ minutes on <u>5th</u> day of <u>June</u> , A.D. 19 <u>96</u> and recorded <u>June 1996</u> in Records of Deeds Book <u>1337</u> Page <u>249-353</u> John McAdams, Chancery Clerk By <u>Cindy Wigley</u>

BOOK 1376 PAGE 258

ENTERED

STATE OF MISSISSIPPI
FIRST JUDICIAL DISTRICT
COUNTY OF HARRISON

WARRANTY DEED

For and in consideration of the sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00), of which amount \$30,000.00 is cash in hand paid, the receipt of which is hereby acknowledged, and the balance of \$70,000.00 being evidenced by a Promissory Note in favor of the Grantor herein, which Note is secured by a deed of trust of even date herewith on the hereinafter described property, LONG BEACH/MOBILE DEVELOPMENT, INC., an Alabama corporation, Grantor, does hereby convey and warrant unto ZUPPARDO PROPERTIES, A LIMITED LIABILITY COMPANY, a Louisiana entity, Grantee, the following described property situated in the First Judicial District of Harrison County, Mississippi, and more particularly described as follows, to-wit:

Those certain lots designated OUTPARCEL A (0.77 acres) and OUTPARCEL B (0.70 acres) of Long Beach Village, a subdivision, as evidenced by plat recorded in Plat Book 39 at Page 39(A) and Page 39(B) filed on April 30, 1996, in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

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

This conveyance is made subject to any and all rights-of-way, restrictions, reservations, easements and covenants, including without limitation the following:

1. Declaration of Restrictions filed for record on April 30, 1996 and recorded in Deed Book 1333 at Page 636 in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi;
2. Utility Supplement to Declaration of Restrictions filed for record on April 30, 1996, and recorded in Deed Book 1333 at Page 643 of the aforesaid records;
3. Rights, if any, of others by reason of apparent power line encroachment as indicated on Plat of Survey of Gary A. Durbin, P.L.S., dated April 18, 1996; and
4. Rights, if any, of others by reason of existence of ditch as indicated on Plat of Survey of Gary A. Durbin, P.L.S. dated April 18, 1996.

MINUTES OF MAY 8, 2025 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

BOOK 1370 PAGE 260

RESOLUTION

At a meeting of the Board of Directors of Long Beach/Mobile Development, Inc., held on April 29, 1997, the following resolution was moved and adopted:

WHEREAS, Long Beach/Mobile Development, Inc., a corporation organized and existing under the laws of the State of Alabama, is the owner of the following described property located in the First Judicial District of Harrison County, Mississippi, to-wit:

Those certain lots designated OUTPARCEL A (0.77 acres) and OUTPARCEL B (0.70 acres) of Long Beach Village, a subdivision, as evidenced by plat recorded in Plat Book 39 at Page 39(A) and 39(B) filed on April 30, 1996, in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

WHEREAS, this corporation has contracted to sell the above described property to Joseph S. Zuppardo for the sum of \$100,000.00, of which amount \$30,000.00 is cash in hand paid and the balance being evidenced by a promissory note which is secured by a deed of trust; and

WHEREAS, it is necessary that a representative of Long Beach/Mobile Development, Inc. be designated and authorized to appear on behalf of Long Beach/Mobile Development, Inc., to execute any and all documents, instruments or agreements necessary, advisable or convenient for the accomplishment of any of the foregoing acts or objectives, including, without limitation, the execution of warranty deeds and other closing documents conveying said property to Joseph S. Zuppardo, or assigns.

NOW THEREFORE, BE IT RESOLVED, that J. David Foshee, Jr., President of Long Beach/Mobile Development, Inc., be and he is hereby authorized to act on behalf of this Corporation and execute such warranty deeds and any and all other documents, instruments or agreements necessary, advisable or convenient to accomplish the sale of the said property to Joseph S. Zuppardo, and to fully bind Long Beach/Mobile Development, Inc. in the premises.

CERTIFICATE

I, John F. Watson, Secretary of Long Beach/Mobile Development, Inc., do hereby certify that the foregoing resolution was passed by the Board of Directors of said corporation at a meeting thereof held on the 29th day of April, 1997, at which meeting a quorum was present.

This the 29th day of April, 1997

John F. Watson
John F. Watson
Title: Secretary



Instrument No. 2977

STATEMENT OF FEES

Recording Fee \$6.00
Records Management Fee \$1.00
Abstracting/Section Fee at
\$1.00 each 1.00
Marginal Entry at 50 each _____
Other _____
TOTAL FEES COLLECTED 8.00

STATE OF MISSISSIPPI, COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT:

I hereby certify that this instrument was received and filed for record at 9 o'clock and 35 minutes A. M. on 6 day of May, A.D. 19 97 and recorded May 7, 19 97 in Records of Deeds _____ Book 1370 Pages 258-260

JOHN McADAMS, Chancery Clerk

By *Matthew Skyrake*, D.C.
LAWRENCE GREENWOOD 00665

MINUTES OF MAY 8, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
MEMORANDUM

DATE: May 1, 2025

TO: City of Long Beach MS Planning Commission

FROM: Long Beach MS Tree Board

REF: Tree(s) Removal

The Tree Board has carefully reviewed each site and pertaining details of the applications for tree removals regarding the below mentioned properties. Our decisions are as follows:

114 Sedgewick Dr.: We do not recommend the removal of the tree at the listed address as the tree appears to be healthy and trimmed away from the home with no apparent signs of damage to the home and/or surrounding buildings.

2341 White Harbor Rd.: We do not recommend the removal of the tree at the listed address as the tree appears to be healthy and trimmed away from the home with no apparent signs of damage to the home and/or surrounding buildings. The root next to the foundation noted in the application appears to be a remnant of a prior tree removal.

109 N. Cleveland Ave.: We do recommend the removal of the tree at the listed address as the tree will not likely survive much more clippings and cuttings due to the awkward central placement of the tree and power lines running through the center.

Blane Sutton
Robin Buch
Jana Montgomery
Ann Niolet
Michael McGill

After considerable discussion and upon recommendation by the City of Long Beach Tree Board, Commissioner Glenn made motion, seconded by Commissioner Kruse and unanimously carried recommending to approve the application as submitted.

It came for discussion under new business, a Tree Removal for the property located at 234 White Harbor Road, Tax Parcel 0512J-03-050.000, submitted by Joseph W. and Janet M. Mramor, as follows:

MINUTES OF MAY 8, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

OFFICE USE ONLY	
Date Received	4/22/25
Zoning	R-1
Agenda Date	5-8-25
Check Number	3093

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

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

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

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

TODAY'S DATE: 4/22/25

PROPERTY INFORMATION

TAX PARCEL # 05125-03-050.000

Address of Property Involved: 234 White Harbor Rd

Property owner name: Joseph W. & Janet M. Mcamor

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

Property owner address: 234 White Harbor Rd

Phone No. (251) 209-6031 (251) 209-5768

CONTRACTOR OR APPLICANT INFORMATION

Company Name: Happy Sabbath Tree Service

Phone No. (228) 223-4066 Fax:

Name: Spencer Davis

Address: 2926 5th Ave, Gulfport, Ms 39501

PERMIT INFORMATION

Permit for: Removal ☒ Trimming ☐ Pruning ☐

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

Insurance & foundation issue

Number of Trees:

1 Live Oak Southern Magnolia

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

Signature: Joseph W. Mcamor Date: 4/21/25

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

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

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

Initial OWNERSHIP: Please provide a recorded warranty deed.

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

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

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

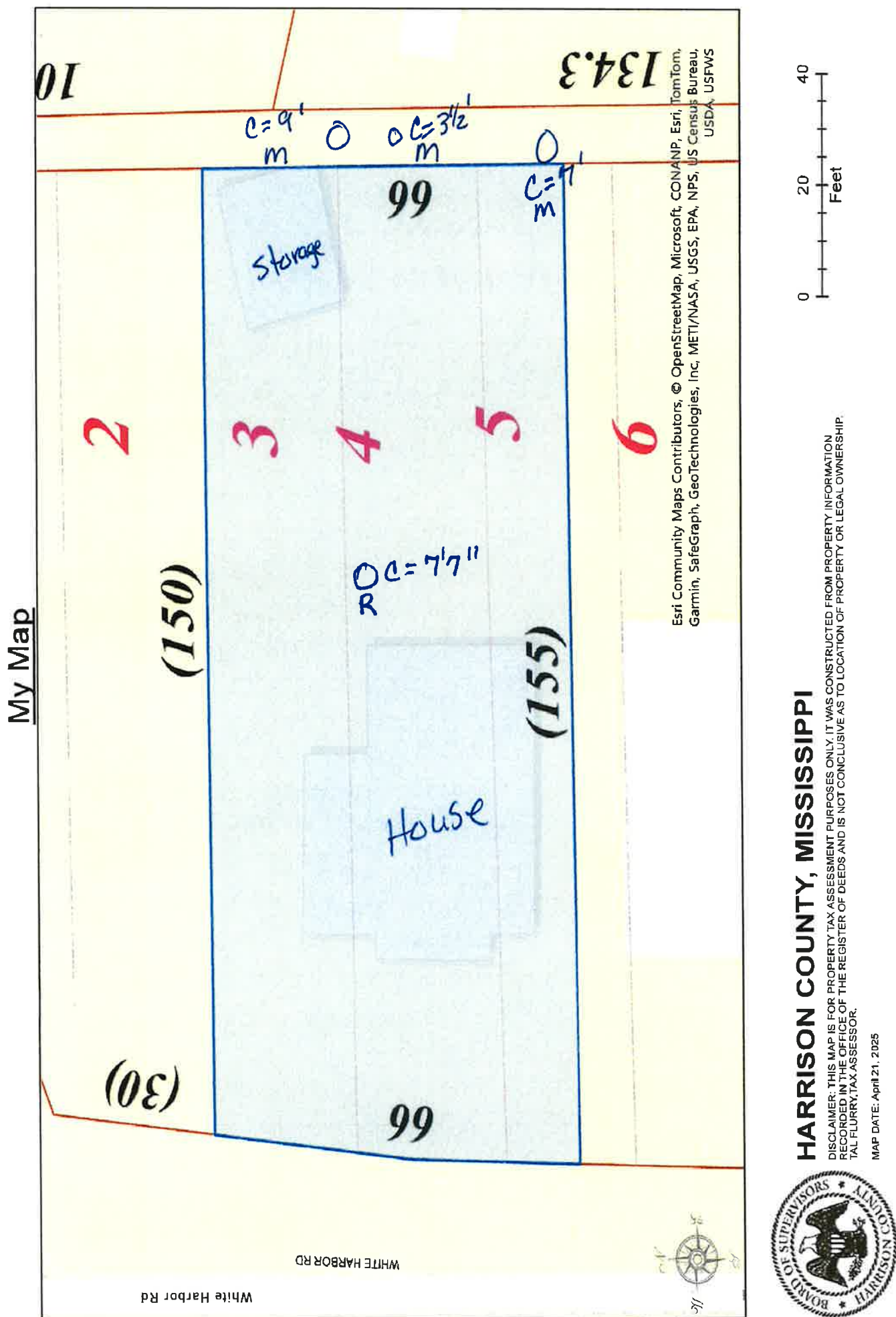
MINUTES OF MAY 8, 2025

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

ALL LIVE OAKS C = Circumference

M = Maintain R = Remove



HARRISON COUNTY, MISSISSIPPI

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

MAP DATE: April 21, 2025



MINUTES OF MAY 8, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



MINUTES OF MAY 8, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



other like
oaks on
property

e-RECORDED ORIGINAL

1st JUDICIAL DISTRICT
NETRUMENT 2024-0025573-D-J1
FILED/RECORDED 12/31/2024 12:59:01 PM
TOTAL FEES \$26.00
2 PAGES RECORDED

Our File #B241025
Prepared by & Return To: Schwartz, Ogler, Jordan & Williams, PLLC
2137 E Pass Rd, Ste B Gulfport MS 39507, 228-388-7441
STATE OF MISSISSIPPI
COUNTY OF HARRISON Index: Excerpt

WARRANTY DEED

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

Theodore Houchin, Jr. and Barbara E. Houchin

781 S. U.S. Highway 31, Whiteland, IN 46184, 317-640-2323

do hereby sell, convey and warrant unto

Joseph W. Mramor and Janet M. Mramor

234 White Harbor Road, Long Beach, MS 39560, 251-209-5768

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:

Lots Three (3), Four (4), and the North 16 feet of Lot Five (5), Block One (1), THOMAS
SUBDIVISION of Lots 45 and 46 of the White and Calvert Survey in Section 22, Township 8 South,
Range 12 West, a subdivision according to the official map or plat thereof, or 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 5 (Copy Book 3 at Page 195) thereof; reference to which is hereby made in aid of and as a
part of this description.



THE ABOVE described property is no part of the Homestead of the Grantors herein.

MINUTES OF MAY 8, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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 provided as of this date and are hereby assumed by the Grantees herein.

WITNESS THE SIGNATURE of the undersigned, on this the 30th day of December, 2024.


Theodore Houchin, Jr.

Barbara E. Houchin

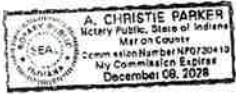
STATE OF INDIANA
COUNTY OF Johnson

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Theodore Houchin, Jr. and Barbara E. Houchin, who acknowledged that the above and foregoing instrument was signed and delivered as the free and voluntary act and deed of the Grantors on the day and in the year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 30 day of December, 2024.


NOTARY PUBLIC

My Commission Expires:
12-8-28



MEMORANDUM

DATE: May 1, 2025
TO: City of Long Beach MS Planning Commission
FROM: Long Beach MS Tree Board
REF: Tree(s) Removal

The Tree Board has carefully reviewed each site and pertaining details of the applications for tree removals regarding the below mentioned properties. Our decisions are as follows:

- 114 Sedgewick Dr.: We do not recommend the removal of the tree at the listed address as the tree appears to be healthy and trimmed away from the home with no apparent signs of damage to the home and/or surrounding buildings.
- 2341 White Harbor Rd.: We do not recommend the removal of the tree at the listed address as the tree appears to be healthy and trimmed away from the home with no apparent signs of damage to the home and/or surrounding buildings. The root next to the foundation noted in the application appears to be a remnant of a prior tree removal.
- 109 N. Cleveland Ave.: We do recommend the removal of the tree at the listed address as the tree will not likely survive much more clippings and cuttings due to the awkward central placement of the tree and power lines running through the center.

Blane Sutton
Robin Buch
Jana Montgomery
Ann Niolet
Michael McGill

MINUTES OF MAY 8, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

After considerable discussion and upon recommendation by the City of Long Beach Tree Board, Commissioner DiLorenzo made motion, seconded by Commissioner Brown and unanimously carried recommending to deny application as submitted.

It came for discussion under new business, a Tree Removal for the property located at 23 Pelican Cove Lane, Tax Parcel 0512J-03-068.023, submitted by Dennie and Patricia Guyton, as follows:

**MINUTES OF MAY 8, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



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

OFFICE USE ONLY	
Date Received	4/30/25
Zoning	R1
Agenda Date	5/8/25
Check Number	9452

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

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

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

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

TODAY'S DATE: 4-30-25

PROPERTY INFORMATION

TAX PARCEL # 0512 J-03-068-023

Address of Property Involved: 23 Pelican Cove Ln.

Property owner name: DENNIS & PATRICIA GUYTON

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

Property owner address: SAME AS ABOVE

Phone No. (916) 716-5465

CONTRACTOR OR APPLICANT INFORMATION

Company Name: Stump N Ground LLC

Phone No. 28-547-3861 Fax: _____

Name _____

Address _____

PERMIT INFORMATION

Permit for: Removal ☒ Trimming _____ Pruning _____

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

The trees are diseased and two of them lean towards the house.

Number of Trees: 3 Live Oak _____ Southern Magnolia

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

Dennis K. Guyton 4-30-25
Signature Date

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

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

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

DKG OWNERSHIP: Please provide a recorded warranty deed.

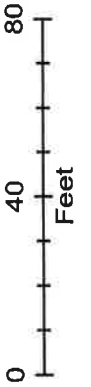
DKG PERMIT FEES: Upon issuance of a Tree Removal Permit, the permit fee will be as follows: For removal of a tree or trees where such removal of such tree or trees is necessitated by material damage caused by such tree or trees to permanent improvement or improvements on the parcel where such tree or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

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

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

MINUTES OF MAY 8, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

My Map

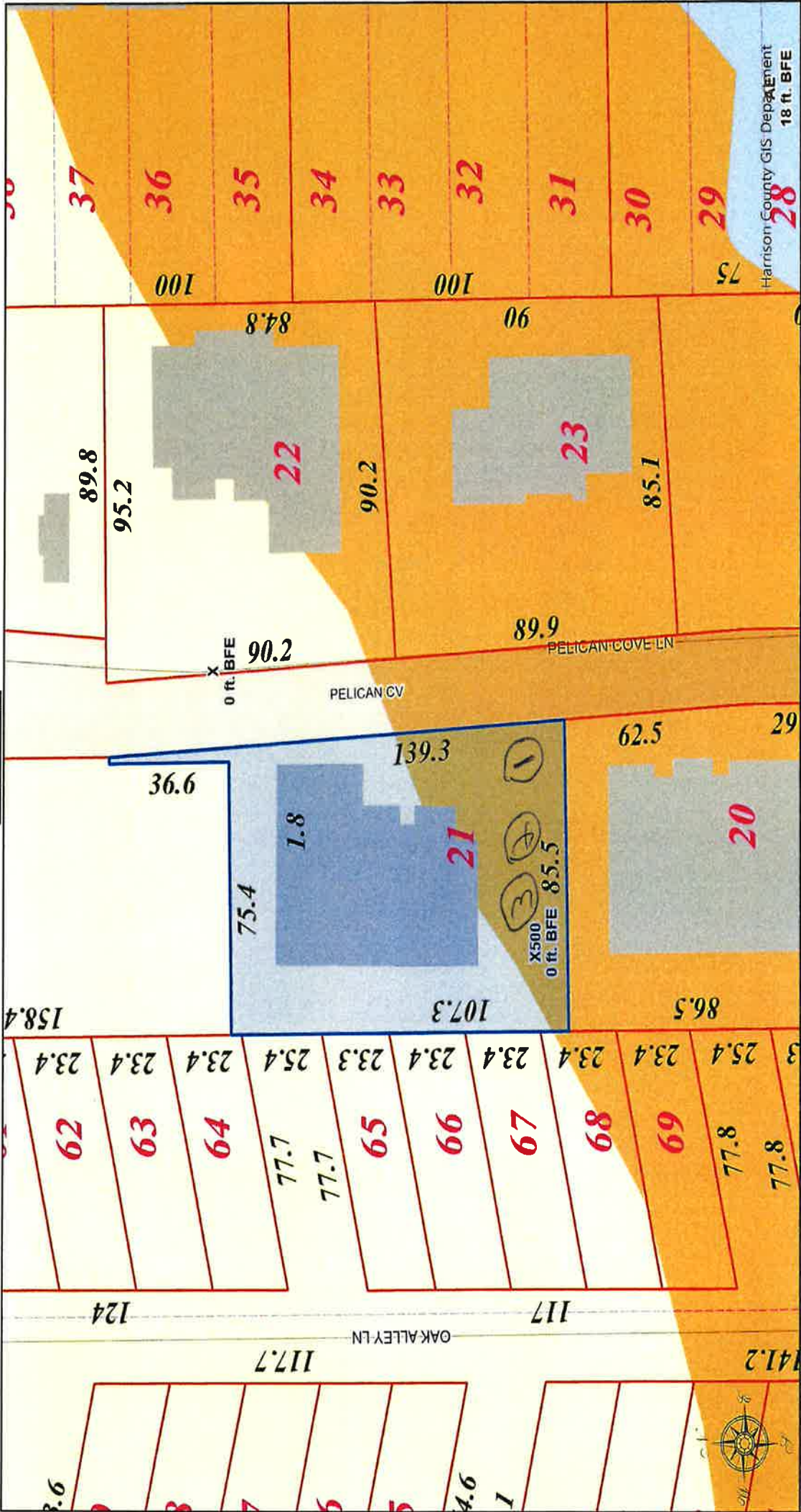


HARRISON COUNTY, MISSISSIPPI
DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.
TAL FLURRY, TAX ASSESSOR.
MAP DATE: April 30, 2025



MINUTES OF MAY 8, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

My Map



HARRISON COUNTY, MISSISSIPPI

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

MAP DATE: April 30, 2025

**MINUTES OF MAY 8, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**MINUTES OF MAY 8, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**MINUTES OF MAY 8, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**MINUTES OF MAY 8, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**MINUTES OF MAY 8, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



MINUTES OF MAY 8, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

PREPARED BY/RETURN TO:

MICHAEL TROENDLE, ESQ.
TITLE MANAGEMENT GROUP, INC.
3421 N. CAUSEWAY BLVD. #300
METAIRIE, LA 70002
TELEPHONE 504-834-2977
FACSIMILE 504-834-2978
EMAIL: ctroendle@titlemg.com
File#: 7-4-24
Notarial: Marcia Helme
MISS. STATE BAR NO. 104338

STATE OF MISSISSIPPI

PARISH / COUNTY OF HARRISON

WARRANTY DEED

Indexing Instructions: Lot 21, Pelican Cove Townhouses S/D, FJD Harrison County, MS.

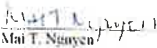
FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, Mai T. Nguyen, mailing address: 18028 Allen Road, Long Beach, MS 39560, Phone: (408) 425-6881, Grantor(s), does hereby sell, convey, and warrant unto Dennis Guyton and Patricia Guyton, as joint tenants with rights of survivorship, and not as tenants in common, mailing address: 23 Pelican Cove Lane, Long Beach, MS 39560, Phone: (916) 716-5465, Grantee(s), the following described land and property situated in Harrison County, Mississippi, more particularly described as follows, to-wit:

LOT TWENTY-ONE (21), REPLAT OF LOTS EIGHT THRU THIRTY-ONE (8-31), OF PELICAN COVE TOWNHOUSES, A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OR RECORD IN THE OFFICE OF THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT, IN PLAT BOOK 39 AT PAGE 17, THEREOF, REFERENCE TO WHICH IS HEREBY MADE IN AID OF AND AS A PART OF THIS DESCRIPTION, TOGETHER WITH ALL THE RIGHTS, PRIVILEGES, IMPROVEMENTS AND APPURTENANCES TO THE SAME BELONGING OR IN ANY WISE APPERTAINING.

WARRANTY OF THIS CONVEYANCE is subject to the following exceptions, to-wit:

1. City and/or County taxes for the year 2024, which are liens, but not yet due or payable and which have been provided between parties and assumed by Grantees herein.
2. All applicable City and/or County ordinances which may apply to the subject property.
3. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.
5. Rights-of-way and easements for roads, power lines and other utilities.
6. Protective Covenants or Restrictions recorded in the office of the Chancery Clerk of Harrison County, Mississippi.
7. Subject to all matters as set forth as shown on the plat as recorded in Plat Book 39, Page 17 in the Office of the Chancery Clerk Harrison County, Mississippi.
8. Declaration of Covenants Running with the Land Agreement recorded in Instrument 2006-13225 in the Office of the Chancery Clerk Harrison County, Mississippi.
9. Covenants, Conditions and Restrictions as set forth in and recorded at Book 1294, Page 639, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

WITNESS THIS SIGNATURE, on this the 24th day of July, 2024.


Mai T. Nguyen

STATE OF MISSISSIPPI

PARISH / COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction above stated, the within named Mai T. Nguyen, who, stated and acknowledged to me that he/she did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 24th day of July, 2024.



GRANTOR(S):
Mai T. Nguyen
18028 Allen Road
Long Beach, MS 39560
(408) 425-6881

GRANTEE(S):
Dennis Guyton and Patricia Guyton
23 Pelican Cove Lane
Long Beach, MS 39560
(916) 716-5465

This deed was prepared without title examination. The preparer does not by this document certify neither the validity nor the correctness of the description contained herein, which description was furnished by or on behalf of the Grantors.

MINUTES OF MAY 8, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
MEMORANDUM

DATE: May 5, 2025

TO: City of Long Beach MS Planning Commission

FROM: Long Beach MS Tree Board

REF: Tree(s) Removal – 23 Pelican Cove

The Tree Board has carefully reviewed the site and details of the application for tree removal for the above mentioned property. Based on a site visit one tree looks to be diseased and damaged. The other two trees are leaning and intertwined. Also the proximity of the neighbor's live oaks and magnolia make for a crowding situation, based on this information we approve the tree removal application.

Blane Sutton
Robin Buch
Jana Montgomery
Ann Niolet
Michael McGill

After considerable discussion and upon recommendation made by the City of Long Beach Tree Board, Commissioner Glenn made motion, seconded by Commissioner DiLorenzo and unanimously carried recommending to approve the application as submitted.

It came for discussion under new business High Density Residential Uses, as follows:

MINUTES OF MAY 8, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
PROPOSED HIGH DENSITY CHANGES TO ZONING ORDINANCE

ADD to: Article III, Definitions of Terms in this Ordinance

HIGH DENSITY: Any use that exceeds 15 units per acre or exceeds four (4) or more stories.

ADD to: Article VIII, Exceptions and Modifications

SECTION 807. HIGH DENSITY RESIDENTIAL USES

1. These regulations are intended to provide for high density urban residential uses and designed to encourage the establishment and maintenance of a suitable high-density environment. Such uses are, but not limited to, condominiums, apartments, town homes, zero-lot line homes, patio homes, cluster developments. These regulations shall apply to all high-density uses regardless of the district in which the development is placed.
2. A high density use is allowed as a special exception use in the following districts: C-1, Commercial Central Business; C-1HD, Commercial High Density; C-2, Highway Commercial; C-2B Beachfront Commercial; and C-3, Neighborhood Commercial District.

SECTION 807.1 Building densities for contiguous acreage:

- 807.1.1 Maximum number of dwelling units per acre in a C-1, C-1HD, C-2B and C-2 districts shall be 42 units per acre. C-3, Commercial Districts shall be 30 units per acre.
- 807.1.2 All developments utilizing residential dwelling units are encouraged to have an average minimum unit size of twelve hundred fifty (1,250) square feet.

SECTION 807.2 Maximum building (principal) footprint. For the purpose of this Section, principal means the primary use of the property, such as dwelling units, not accessory uses.

- 807.2.1 No principal building shall have a larger footprint than 30% of the gross contiguous acreage of the site.

SECTION 807.3 Maximum Lot Coverage:

- 807.3.1 Maximum lot coverage for all structures in a Commercial District shall be eighty (80%) percent of the gross square footage of the parcel.

SECTION 807.4 Building Height:

- 807.4.1 No building in a C-1, C-1HD, C-2B and C-2 District shall exceed maximum height of one hundred (100') feet. No building in a C-3 District shall exceed five (5) usable floors with a maximum height of fifty (50') feet.

MINUTES OF MAY 8, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

- 807.4.2 No accessory use shall exceed a maximum of twenty-five (25) feet.
- 807.4.3 For the purpose of this Section, usable floors shall start with the first floor above base flood elevation as set by FEMA.
- 807.4.4 A façade or false roof line may exceed the height limit with the approval of the planning commission. A licensed surveyor or engineer shall verify said elevation.

SECTION 807.5 Minimum Setbacks:

- 807.5.1 Front yard setback shall be seventy-five (75) for any development fronting on a major thoroughfare or arterial roadway. All other roadways shall have fifty (50) feet.
- 807.5.2 Side yard setback shall be twenty (20) feet. However, a side yard setback shall not be less than the setback of the adjoining property.
- 807.5.3 Rear yard setback shall be equal to ten (10%) percent of the lot depth or 50 feet, whichever is the greater.

SECTION 807.6 Off-street parking shall be provided as follows:

- 807.6.1 Two (2) parking spaces per residential dwelling unit.

SECTION 807.7 Traffic requirements: No entrances or exits shall direct traffic into an adjacent R-1 Residential District.

SECTION 807.8 Buffer Requirements: Where a lot line of a high-density use abuts a side or rear lot line of a lot in a R-1, Residential District, there shall be a setback of forty-five (45) feet. In addition, a fifteen (15) feet buffer area shall be designated adjacent to said District, but within the required setback. This buffer shall consist of:

- (a) a fence or wall, adjacent to the property line, being at least six (6) feet tall and being solid as viewed from any point along said lot line;
- (b) no use, other than landscaping shall be permitted in the buffer area;
- (c) landscaping shall use materials that are common to the community and shall include trees (preferably live oaks), shrubs and ground cover to assist in the buffering of the project;
- (d) all of the above shall be the responsibility of the property owner(s) to install and be maintained in a clean and neat condition and in such a manner as to accomplish its purpose continuously; and
- (e) the planning commission shall have the authority to approve in its recommendation to the governing authorities adjustment of the placement of the fence or wall and the landscaping, so long as the intent of this section is complied with and there is no reduction in the buffer area.

SECTION 807.9 Site development standards:

- 807.9.1 A site development plan for a proposed high-density development shall be prepared and presented to the planning commission. The planning commission shall have the authority to recommend approval of the development plan to the Mayor and Council. All review and action by the planning commission shall be in a public meeting with public input being

MINUTES OF MAY 8, 2025**REGULAR MEETING****LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

encouraged. If a plan has not been approved by the planning commission it shall only be forwarded to the Mayor and Council on the appeal of the applicant.

Plans shall include, but shall not be limited to:

- (a) The plan shall contain complete plans and specifications.
- (b) The plan shall be prepared by a qualified engineer, land surveyor, architect or community planner.
- (c) Proposed standards for development including restrictions of the use of the property, density standards, covenants, grants or easements.
- (d) Location of the buildings and structures in relation to property and lot lines.
- (e) Two (2) varied architectural elevations of all buildings sufficient to convey the basic architectural intent of the proposed improvements. The planning commission shall determine the final elevation architecture.
- (f) Location of off-street parking spaces and bays, internal circulation ways, ingress and egress points for the site.
- (g) Public and semi public open spaces, community facilities and landscaped areas, walls, patios and service areas (including garbage disposal areas), driveways, walkways as well as provisions for the maintenance for all common areas.
- (h) Plans for the provision of utilities, including water, sewer, and drainage facilities, including provisions for connection with public utilities.
- (i) Plans for protection of abutting properties.
- (j) All watercourses, water bodies, wetlands, floodplains, important natural features, wildlife areas, soil types, and vegetative cover on or adjacent to the site.
- (k) All developments shall comply with the City's adopted tree, landscape and green space ordinances.
- (l) All signage shall be shown on the plans and shall be of a nature to not intrude on the adjoining property. Low elevation ground signs are preferred.
- (m) Any approval of a site plan in this Section shall be subject to the approval of the city engineer and the Mayor and Council that all infrastructure requirements have been addressed and the approval will not be detrimental to any other use in the City.
- (n) Lighting shall be positioned and provided in a manner that minimizes the light pollution on adjacent residential properties. Lighting shall meet the following:
 - (1) exterior luminaires with more than 1000 initial lamp lumens are shielded;
 - (2) all luminaries with more than 3500 initial lamp lumens meet full cutoff IESNA classification; and
 - (3) any luminaries with a distance of 2.5 times its mounting height from the property line shall have shielding such that no light from those luminaries crosses the property line.
- (o) The developer shall provide a sun diagram, which will show the solar impact (between the hours of 11:00 a.m. to 1:00 p.m.) of the project on residential adjacent properties. Said diagram shall include

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all months of the year. If the planning commission finds that the shadow effect is excessively detrimental to the adjacent residential properties, the commission shall request an increased setback to alleviate the situation.

- (P) Each development shall have a minimum ten (10) feet landscape strip along all street fronts, which shall not include any other use. The planning commission shall have the authority to recommend adjustment of the landscape strip, if such adjustment is in the best interest of the site layout and the adjoining properties.

SECTION 807.10

Master Deed, Restrictive Covenants and "as built" Survey

The condominium project developer or proprietor shall furnish the city with the following:

- One copy of the recorded Master Deed;
- One copy of all restrictive covenants; and
- Two copies of an "as built survey"./

SECTION 807.10

Fees: Due to the high-density and intensity of these types of development the City must take extra steps to protect the character of adjacent neighborhoods, building integrity, infrastructure, and the City as a whole. This could involve the employment, by the City of professionals, such as engineers and planners to assist in the review process from the start, to the completion of each development. Therefore, these developments shall have a fee structure to offset the costs of the development process on the City and its citizens. See High-density fee schedule for the appropriate fee structure.

After considerable discussion Commissioner Glenn made motion, seconded by Commissioner Kruse and unanimously carried to table the discussion to the next regular scheduled meeting.

There being no further business to come before the Planning and Development Commission at this time, Vice Chairman Barlow 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