

**MINUTES OF SEPTEMBER 11, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**AGENDA
SEPTEMBER 11, 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. INVOCATION AND PLEDGE OF ALLEGIANCE**
- III. ROLL CALL AND ESTABLISH QUORUM**
- IV. PUBLIC HEARINGS**
- V. ANNOUNCEMENTS**
- VI. APPROVE MINUTES**
 - 1. August 28, 2025
- VII. UNFINISHED BUSINESS**
- VIII. NEW BUSINESS**
 - 1. Discussion- Planning and Development Commission Opening Statement.
 - 2. Tree Removal- 113 Richards Avenue, Tax Parcel 0711M-03-028.000, Submitted by Michael A. Wesselmann.
 - 3. Tree Removal- 211 Magnolia Street, Tax Parcel 0612F-02-002.000, Submitted by Alan Stennett.
 - 4. Short-Term Rental- 120 Pitcher Point, Tax Parcel 0512J-01-081.000, Submitted by Michael Dunn Jr and Tracy D. Dunn (owners) and William Anderson (property manager).
 - 5. Short-Term Rental- 110 Shady Grove Avenue, Tax Parcel 0612D-03-016.000, Submitted by Michael L. Croxton (owner) and Harbor Hospitality, LLC (property manager).
 - 6. Planning Commission Approval- 414 Klondyke Road, Tax Parcel 0611O-04-009.000, Submitted by Heylow Investments, LLC (owners) and Terry Moran & Associates (agent).
 - 7. Sketch Plat Approval- 20583 Johnson Road, Tax Parcel 0512B-01-029.000, Submitted by Deas Homes (owner) and Timothy Brian Deas (agent).
 - 8. Sketch Plat Approval- 109 Shelter Rock Drive, Tax Parcels 0612F-02-040.000, 0612F-02-041.000, 0612F-02-042.000 and 0612F-02-043.000, Submitted by Edward Guillie (owner) and Durlon "Reed" Bryant (agent).
 - 9. Preliminary Plat Approval- 0 Magnolia Street, 411 Magnolia Street and 616 West Beach Blvd and 0 West Beach Blvd, Tax Parcels 0612E-03-104.000, 0612E-03-105.000, 0612L-01-006.000 and 0612L-01-007.000, Submitted by KBM Land Development, LLC (owner) and Bobby Mooney (agent).
- IX. DEVELOPMENT & RESEARCH**
- X. ADJOURN**

*****NOTES*****

**All decisions made at this meeting are subject to a ten (10) day appeal for a Public Hearing and/or the Mayor and Board of Aldermen approval on September 16, 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 David DiLorenzo led the meeting in prayer.

Commissioner Phillip LeBlanc 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 11th day of September 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 Regular Meeting the following named persons: Chairman Shawn Barlow, Vice Chairman David DiLorenzo, Commissioners Nicholas Brown, Don Sterling, Sean Hughes, Ray Baas, Jr., Phillip LeBlanc, City Advisor Bill Hessell, Building Official Mike Gundlach, and Minutes Clerk Tina M. Dahl.

Absent the Regular Meeting were Commissioners William Suthoff and Ryan McMahon.

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

Vice Chairman DiLorenzo made motion, seconded by Commissioner Hughes and unanimously carried to approve the Regular Meeting minutes of August 28, 2025, as submitted.

It came for discussion under New Business, Planning and Development Commission opening statement, as follows:

**MINUTES OF SEPTEMBER 11, 2025
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Good evening and thank you for attending the Planning and Development Commission meeting.

This volunteer Commission is appointed by the Mayor and Board of Aldermen in accordance with the City's Zoning Ordinance.

Our role is to apply these ordinances to support the orderly development and economic well-being of the City of Long Beach.

Meeting agendas are prepared a week in advance and posted at City Hall, the Library, the Water Department, and on the City's website.

Public input for these meetings is important. In larger meetings, the Chairman may set time limits for comments to maintain order and efficiency.

Please remember, all decisions or recommendations made by this Commission are subject to final approval by the Mayor and Board of Aldermen.

After considerable discussion, Commissioner Hughes made motion, seconded by Commissioner LeBlanc and unanimously carried recommending to approve the statement as submitted.

It came for discussion under New Business a Tree Removal for the property located at 113 Richards Avenue, Tax Parcel 0711M-03-028.000, submitted by Michael A. Wesselmann, as follows:

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LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

OFFICE USE ONLY	
Date Received	9/2/25
Zoning	R-1
Agenda Date	9/11/25
Check Number	5209

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

MAW 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.

MAW 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.

MAW 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: 9/2/25

PROPERTY INFORMATION

TAX PARCEL # 0711M-03-02B-000

Address of Property Involved: 113 RICHARDS AVE

Property owner name: MICHAEL A. WESSELMANN

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

Property owner address: SAME

Phone No. (618) 803-0713

CONTRACTOR OR APPLICANT INFORMATION

Company Name: DANNY MCCLAIN Tree Serv.

Phone No. 228-217-6449 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)

OVERHANGING HOUSE, SPLIT TRUNK,
 ROOTED VERY SHALLOW, LARGE
 TRUNK OVER SHED AND COULD
 HIT HOUSE IN 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.

Michael A. Weselmann 9/2/25
 Signature Date

**ADDITIONAL INFORMATION REQUIRED
 FROM APPLICANT**

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

MAW 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.

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

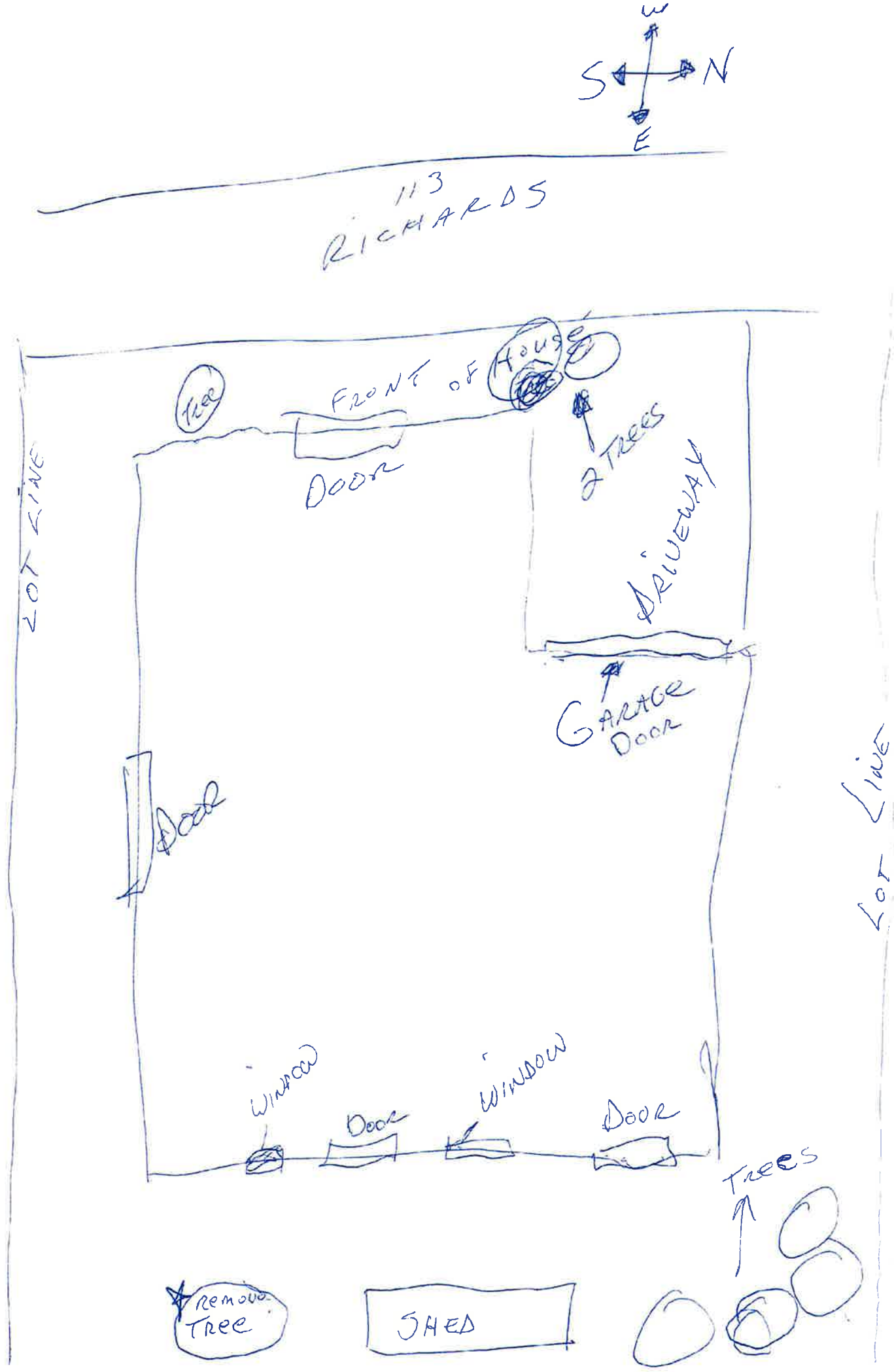
MAW OWNERSHIP: Please provide a recorded warranty deed.

MAW 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.

MAW 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.

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

MINUTES OF SEPTEMBER 11, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



**MINUTES OF SEPTEMBER 11, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



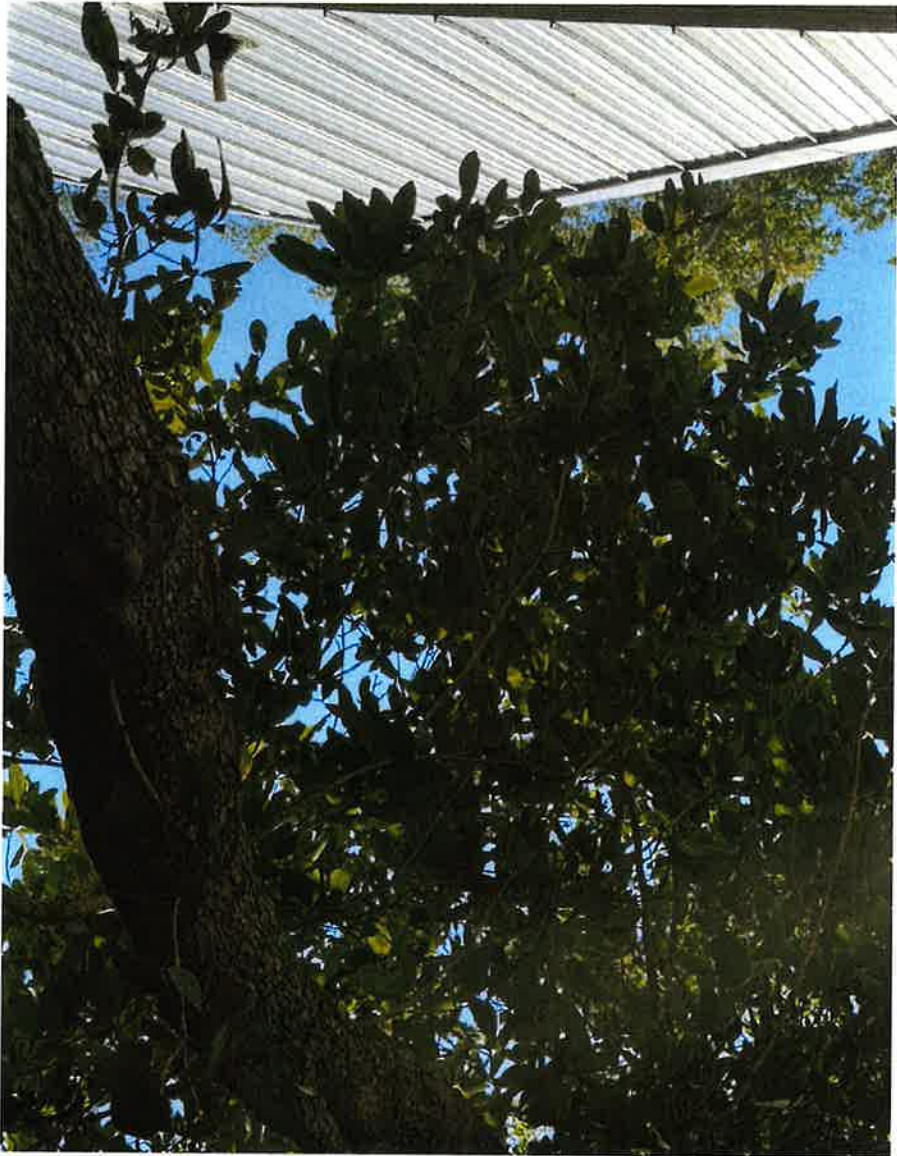
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MINUTES OF SEPTEMBER 11, 2025
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION



31 Judicial District
Instrument 7320 18626 01 - 31
Filed/Recorded 11/10/2025 02:19 P
Sub/Inst 1 29-00
Pages Recorded

Prepared by: [unclear]
Piston 1 Mattie (MSB 151131)
Piston 1 Mattie (MSB 151131)
554 Church Ave
Bay St. 100 N/S 19526
Telephone (228) 467-1655
Facsimile (228) 467-4636
File No. 11-9-48820

INDEX Lots 6 & 7 and Port Lot 8, Blk. 1, RICHARDS SUBD., Harrison Co., MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration not necessary to be mentioned herein, the receipt and sufficiency of all of which is hereby acknowledged,

STEPHEN R. HART, Grantor
(Certificated Deed for Martha Maxwell last attached)
114 Richards Ave., Long Beach, MS 39556
(670) 615-3133

do hereby sell, convey and warrant unto

THE WESSELMANN LIVING TRUST, Grantee
705 N. Harvard St. Macomb, IL 62258
(618) 280-8622

the following described land and property situated in the 1st Judicial District of Harrison County, Mississippi, to wit:

See Legal Description attached hereto as EXHIBIT "A"

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

Page 1 of 2

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

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

The Grantor herein certifies that the property heretofore conveyed forms no part of the non-resident of said Grantor.

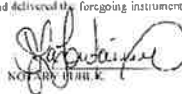
It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and that when said taxes are actually determined, if the proration as of this date is incorrect, the parties herein agree to pay on a basis of an annual proration. All subsequent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

WITNESS my signature, this the 3rd day of November, 2020.


STEPHEN R. HART, Grantor

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

PERSONALLY CAME AND APPEARED before me, the undersigned authority, and for the jurisdiction aforesaid, on this the 4th day of November, 2020, the within named STEPHEN R. HART, who acknowledged that he executed and delivered the foregoing instrument of writing on the day and year therein mentioned.


NOTARY PUBLIC



Page 2 of 3

EXHIBIT "A"
(File No.: 11-9-48820)

Legal Description

All of Lots 6 and 7 and a portion of Lot 8, Block 1, RICHARDS SUBDIVISION, City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows with the bearings based on state plane grid North (NAD-83 East Zone 2301):

Beginning at an iron rod set at the Northeast corner of said Lot 6; thence South 28 degrees 21 minutes 14 seconds East 80.00 feet to an iron rod set at the Northeast corner of said Lot 8; thence South 64 degrees 41 minutes 04 seconds West 125.23 feet to an iron rod set at the East margin of Richards Avenue; thence along said East margin of Richards Avenue North 28 degrees 21 minutes 14 seconds West 90.00 feet to an iron rod set at the Northwest corner of said Lot 6; thence along the North line of said Lot 6, North 69 degrees 13 minutes 28 seconds East 126.16 feet to the Point of Beginning, containing 0.62904 acre feet.

Including Instructions: Lots 6 & 7 and Port Lot 8, Blk. 1, RICHARDS SUBD., Harrison Co., MS.

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CITY OF LONG BEACH
TREE BOARD COMMITTEE
201 JEFF DAVIS AVE
LONG BEACH, MS 39560

4 September 2025

MEMORANDUM FOR Long Beach, MS Planning Commission

SUBJECT: Recommendation for Tree Removal Application

1. This memorandum addresses the tree removal application for 113 Richards Ave, Long Beach, MS, 39560. The Tree Board Committee conducted a thorough site review on 4 September 2025 and evaluated the application based on the city's established tree preservation and removal guidelines.
2. Based on the findings, the Tree Board Committee's response to the application is as follows:

The committee voted 3–1 to deny the request for tree removal. During the site review, the tree showed no visible damage to the property. The applicant cited past experiences with fallen trees and expressed plans to install a greenhouse in the tree's current location. However, no immediate structural risk or justification for removal was observed.

3. Board members present during the site review and their respective votes were as follows:
 1. Michael McGill: No
 2. Blaine Sutton: Yes
 3. Jana Montgomery: No
 4. Ginger Wentz: No
4. The Point of Contact is Michael McGill, 228-264-0503, MMcGill1775@Gmail.com.


MICHAEL P. MCGILL
Board Member

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After considerable discussion Vice Chairman DiLorenzo made motion, seconded by Commissioner Baas and unanimously carried recommending to approve the application as submitted stating the applicant will plant a Live Oak or Southern Magnolia on his property.

It came for discussion under New Business a Tree Removal for the property located at 211 Magnolia Street, Tax Parcel 0612F-02-002.000, submitted by Alan D. Stennett, as follows:

MINUTES OF SEPTEMBER 11, 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	9/4/25
Zoning	R-2
Agenda Date	9/11/25
Check Number	4536

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

ADS 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.

ADS 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.

ADS 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: 9/4/25

PROPERTY INFORMATION

TAX PARCEL # 06/2F-02-002.000
Address of Property Involved: 211 Magnolia ST
Property owner name: Alan D Stennett
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: 211 Magnolia ST LB
Phone No. (228)-324-8911

CONTRACTOR OR APPLICANT INFORMATION

Company Name: _____
Phone No. _____ Fax: _____
Name _____
Address _____

PERMIT INFORMATION

Permit for: Removal ☒ Trimming _____ Pruning _____

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

Tree has already damaged pool apron, now has broken water lines recently

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.

Alan Stennett 9/4/25
Signature Date

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

ADS 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.

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

ADS OWNERSHIP: Please provide a recorded warranty deed.

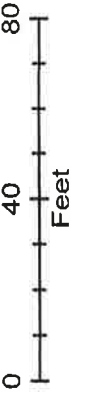
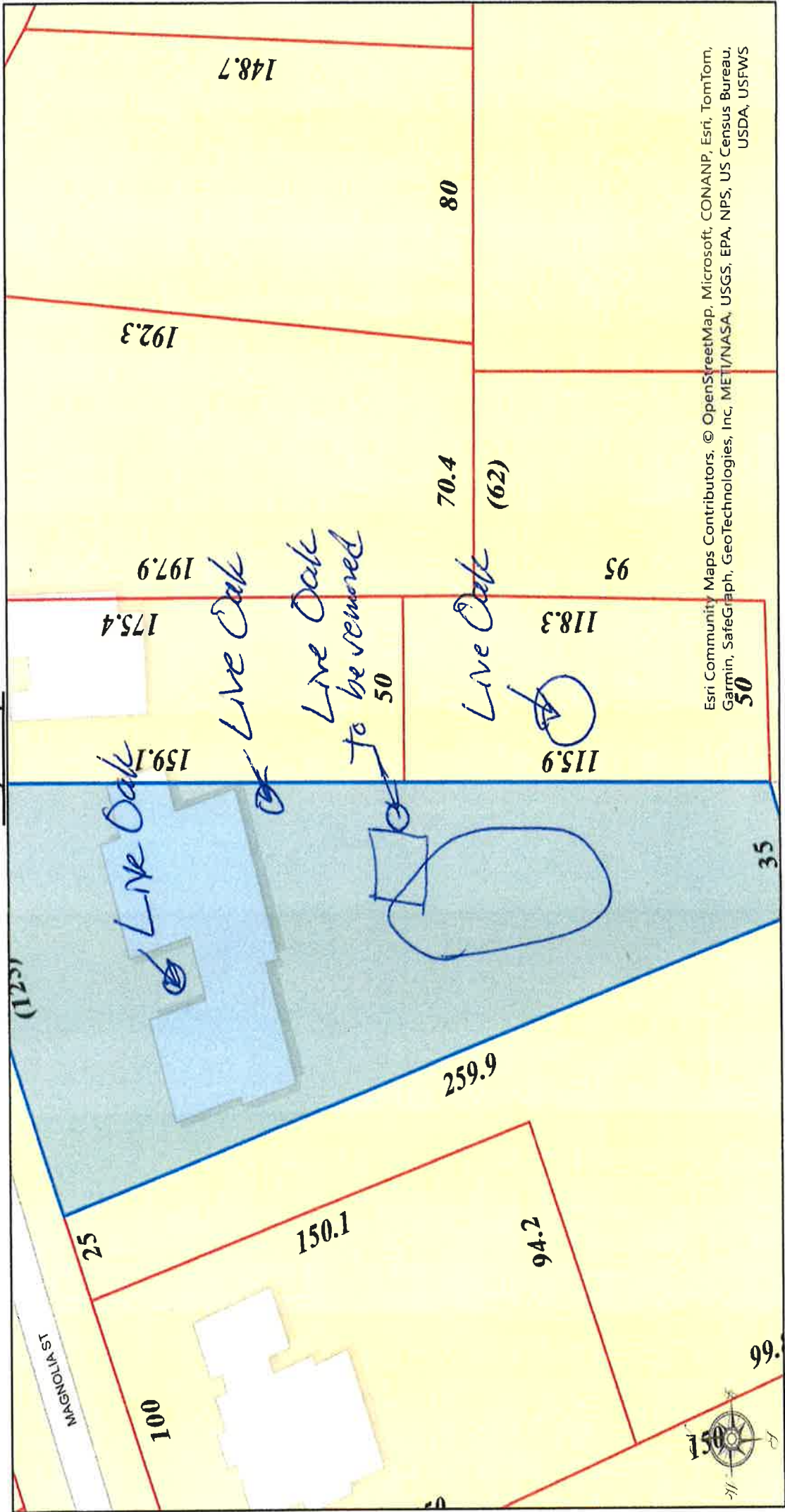
ADS PERMIT FEES: Upon issuance of a Tree Removal Permit, the permit fee will be as follows: For removal of a tree or trees where such removal of such tree or trees is necessitated by material damage caused by such tree or trees to permanent improvement or improvements on the parcel where such tree or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

ADS 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.

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

MINUTES OF SEPTEMBER 11, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

My Map



HARRISON COUNTY, MISSISSIPPI

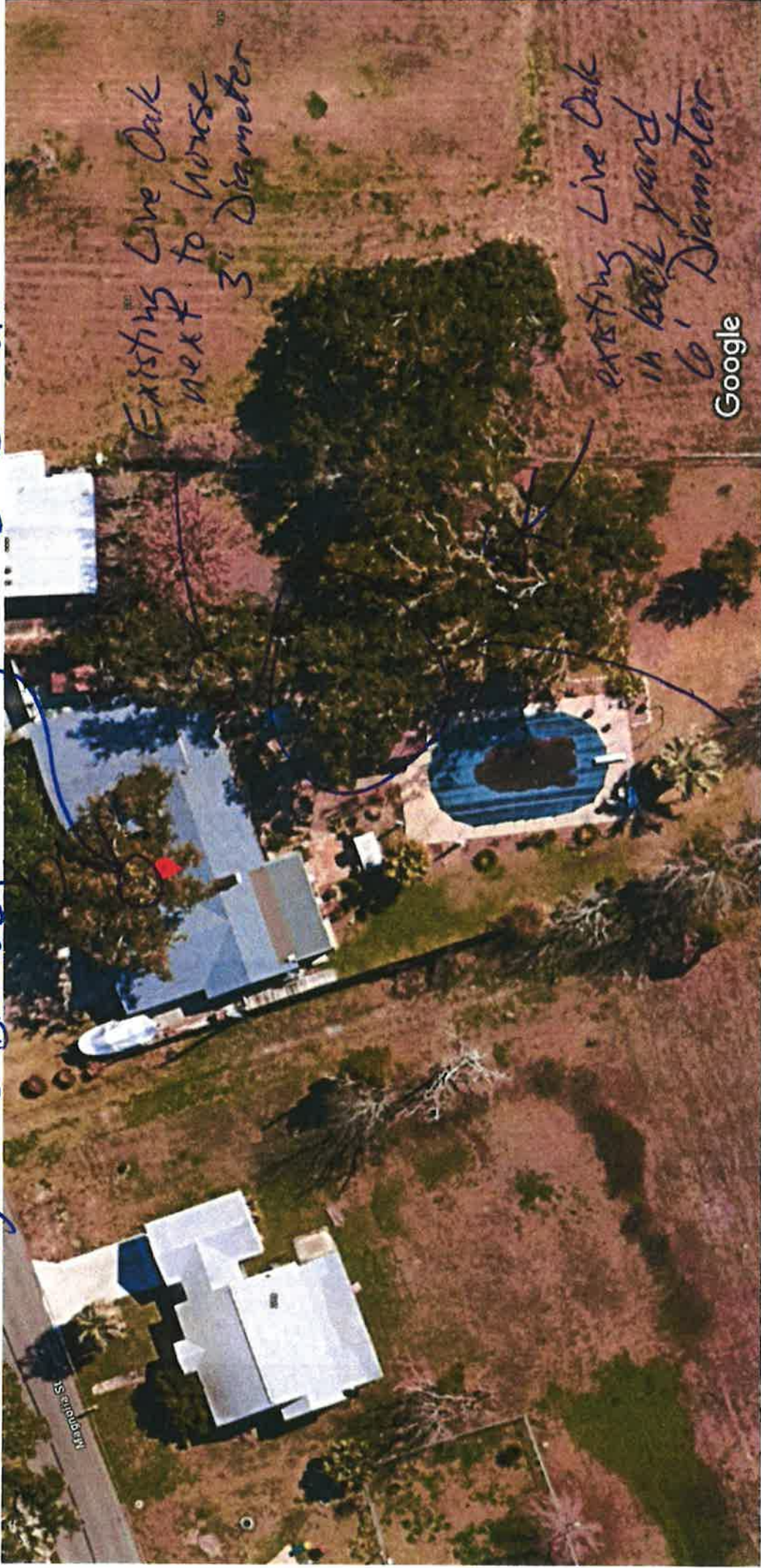
DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.
TAL FLURRY, TAX ASSESSOR.

MAP DATE: September 3, 2025



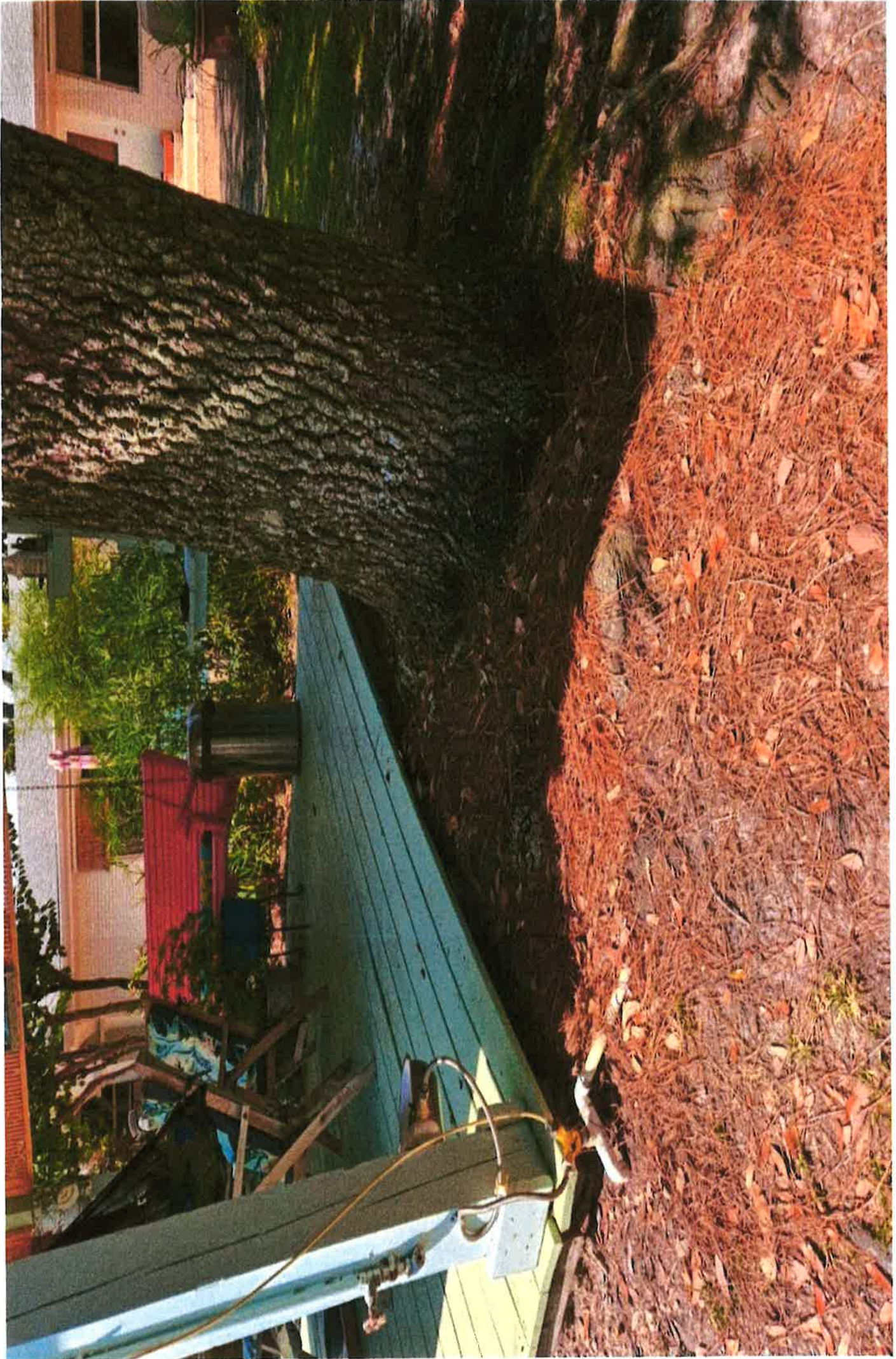
MINUTES OF SEPTEMBER 11, 2025
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Google Maps 211 Magnolia St existing Live Oak next to house
existing Magnolia 3' Diameter 3' Diameter

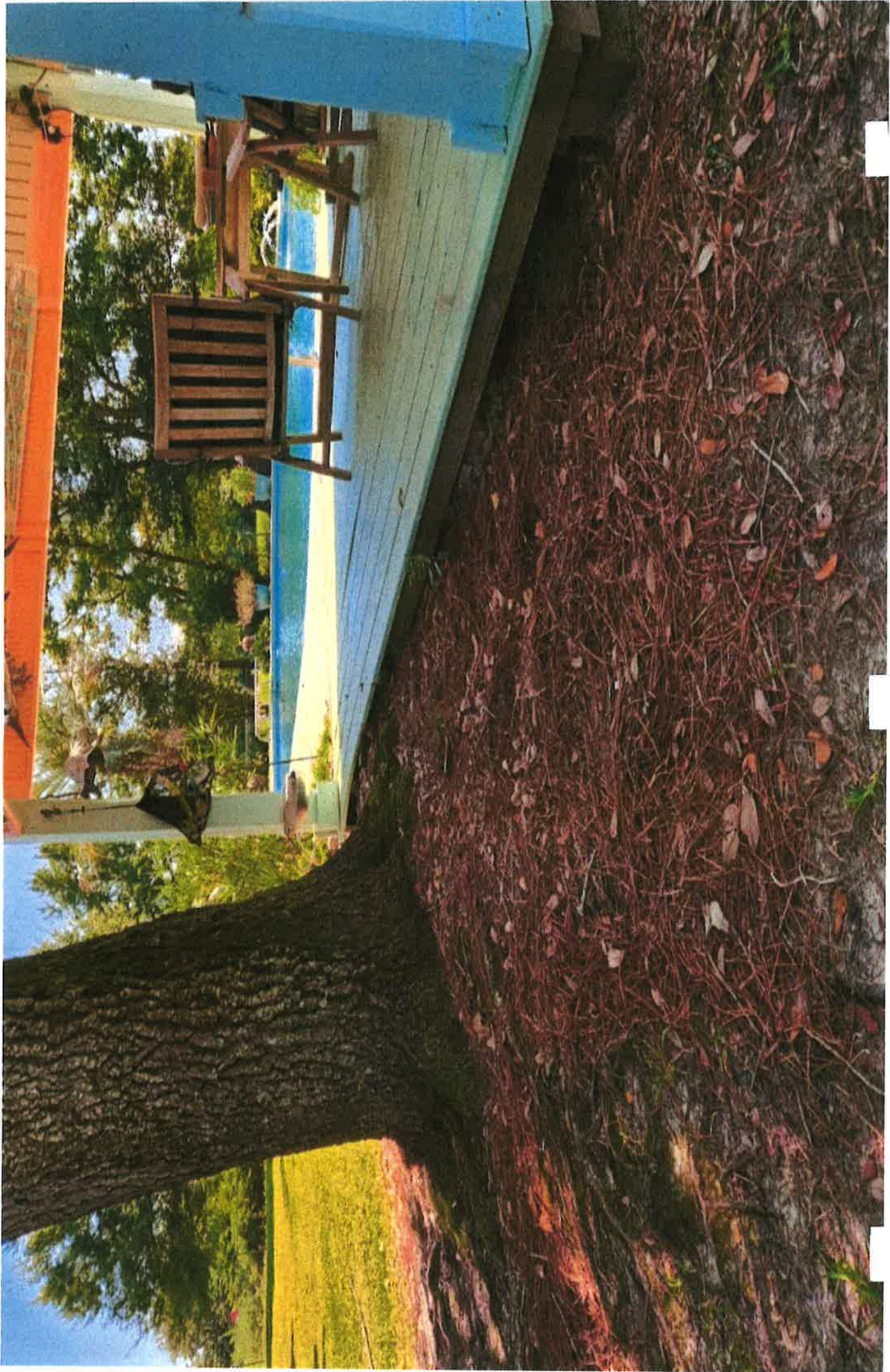


Map data ©2025, Map data ©2025 20 ft

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LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

Return to:
Andrew Marion, PLLC
Attorney-at-Law
1919 23rd Ave.
P.O. Box 863
Gulfport, MS 39502
(228) 865-9047
File # 25-106

STATE OF MISSISSIPPI
HARRISON COUNTY
FIRST JUDICIAL DISTRICT

**CORRECTED
QUITCLAIM DEED**

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

Alan Dale Stennett and Sheila D. Stennett
211 Magnolia Street
Long Beach, MS 39560
228-324-8911

do hereby sell, convey and quitclaim unto

Alan Dale Stennett and Sheila D. Stennett
211 Magnolia Street
Long Beach, MS 39560
228-324-8911

as joint tenants with full rights of survivorship and not as tenants in common, that certain tract, place or parcel of land situated and being located in First Judicial District of Harrison County, State of Mississippi, more particularly described as follows, to-wit:

(See Exhibit A attached, Page3)

TITLE NOT EXAMINED

INDEXING INSTRUCTIONS: Long Beach Section Block 16

Page 1 of 3

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

WITNESS OUR SIGNATURES, this the 1st day of August, 2025.


Alan Dale Stennett


Sheila D. Stennett

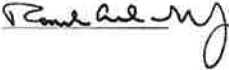
STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the above stated jurisdiction, the within named Alan Dale Stennett and Sheila D. Stennett who acknowledged that they signed and delivered the foregoing Quitclaim Deed on the day and year therein written as their own free and voluntary act and deed.

GIVEN under my hand and official seal on this the 1st day of August, 2025.

MY COMMISSION EXPIRES:

NOTARY PUBLIC





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Exhibit "A"

DESCRIPTION OF PARCELS 0612F-02-002.000 AND 0612F-02-001.001 COMBINED

A PARCEL OF LAND LOCATED IN LOT 54, HENDERSON-SHIPMAN-HUGHES SURVEY IN SECTION 14, TOWNSHIP 8 SOUTH, RANGE 12 WEST, CITY OF LONG BEACH, HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE NORTHEAST CORNER OF BLOCK 19, KOHLER AND RUSSELL SUBDIVISION PER PLAT RECORDED IN COPY BOOK 2A, PAGE 134, THENCE N 69° 00' 53" E 224.93 FEET ALONG THE SOUTH MARGIN OF MAGNOLIA STREET TO AN IRON PIPE FOUND AND THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE N 69° 03' 54" E 123.10 FEET ALONG SAID SOUTH MARGIN TO AN IRON ROD AND THE WEST MARGIN OF PROPERTY CONVEYED TO CATHERINE C. BROUSSARD PER DEED BOOK 1477 PAGE 229; THENCE S 00° 36' 32" E 159.08 FEET TO A METAL POST; THENCE N 86° 48' 42" E 49.89 FEET TO A METAL POST; THENCE S 00° 33' 07" E 122.51 FEET TO A IRON PIPE; THENCE S 88° 25' 18" W 49.72 FEET TO AN IRON ROD; THENCE S 73° 58' 01" W 34.95 FEET TO AN IRON ROD; THENCE N 18° 56' 07" W 259.91 FEET TO THE POINT OF BEGINNING.

Survey attached.

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LONG BEACH PLANNING and DEVELOPMENT COMMISSION
CITY OF LONG BEACH
TREE BOARD COMMITTEE
201 JEFF DAVIS AVE
LONG BEACH, MS 39560**

4 September 2025

MEMORANDUM FOR Long Beach, MS Planning Commission

SUBJECT: Recommendation for Tree Removal Application

1. This memorandum addresses the tree removal application for 211 Magnolia St, Long Beach, MS, 39560. The Tree Board Committee conducted a thorough site review on 4 September 2025 and evaluated the application based on the city's established tree preservation and removal guidelines.
2. Based on the findings, the Tree Board Committee's response to the application is as follows:

The committee approved the removal of the tree due to structural damage caused by its roots, which have lifted the applicant's wooden deck and pose an imminent threat to the integrity of the adjacent pool.
3. Board members present during the site review and their respective votes were as follows:
 1. Michael McGill: Yes
 2. Blaine Sutton: Yes
 3. Jana Montgomery: Yes
 4. Ginger Wentz: Yes
4. The Point of Contact is Michael McGill, 228-264-0503, MMcGill1775@Gmail.com.

MICHAEL P. MCGILL
Board Member
Long Beach Tree Board

MINUTES OF SEPTEMBER 11, 2025
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

*****8*****

It came for discussion under New Business a Short-Term Rental for the property located at 120 Pitcher Point, Tax Parcel 0512J-01-81.000, submitted by T. Michael Dunn Jr and Tracy D. Dunn (owners) and William Anderson (property manager), as follows:

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CITY OF LONG BEACH, MISSISSIPPI					
APPLICATION FOR SHORT-TERM RENTAL					
PHYSICAL ADDRESS: 201 JEFF DAVIS AVENUE LONG BEACH, MS 39560	PHONE: (228) 863-1554 FAX: (228) 863-1558	MAILING ADDRESS: POST OFFICE BOX 929 LONG BEACH, MS 39560			
PROPERTY INFORMATION: ADDRESS: <u>120 Pitcher Point Long Beach, MS</u> Tax Parcel: <u>0512J-01-081.00</u> <small>(Location of Short-Term Rental)</small>					
OWNER'S INFORMATION: Property Owner's Name: <u>T. Michael Dunn Jr. & Tracy D. Dunn</u> Property Owner's Address: <u>120 Pitcher Point Long Beach, MS 39560</u> Property Owner's Mailing Address, if different from above: <u>1536 Pleasant Valley Dr. Newark, Ohio 43055</u> <div style="text-align: right; font-size: small;">City State Zip</div> Property Owner's Phone No.: <u>740 963 0369</u> Email Address: <u>tmichaeldunnjr@icloud.com</u> Is there a homeowner's association for the neighborhood? <u>No</u> If so, please provide written statement of support of short term rental?					
PROPERTY MANAGER INFORMATION: Property Manager's Name: <u>William Anderson</u> Property Manager's Address: (Must be a local contact) <u>2100 18th Street Gulfport, MS 39501</u> <div style="text-align: right; font-size: small;">City State Zip</div> Property Manager's Phone No.: <u>228-215-3234</u> Email Address: <u>Bill@loganandersonllc.com</u>					
PLEASE PROVIDE THE FOLLOWING: <ul style="list-style-type: none"> Mississippi Sales Tax ID # <u>VR80</u> Recorded Warranty Deed Parking Rules & Plan Trash Management Plan Copy of Proposed Rental Agreement Proof of Liability Insurance, which includes short term rental coverage 					
ADDITIONAL INFORMATION: <ul style="list-style-type: none"> Completed written statement of compliance. FEE: \$250, nonrefundable application fee. \$500, yearly renewable fee. Checks should be made payable to the City of Long Beach. LICENSE: A Privilege Tax License must be applied and paid for after approval. INCOMPLETE APPLICATIONS will not be processed. 					
AFFIDAVIT					
I HEREBY CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT ALL INFORMATION CONTAINED HEREIN TRUE AND CORRECT; I ACKNOWLEDGE RECEIPT OF AND AGREE TO COMPLY WITH THE RULES & REGULATIONS OF SHORT-TERM RENTALS (Ordinance 660), ALL APPLICABLE CODES, ORDINANCES AND STATE LAWS. VIOLATION OF ANY CODES OR REGULATIONS SHALL RESULT IN THE SUSPENSION OR REVOCATION OF THE PERMIT.					
PRINT NAME: <u>T. Michael Dunn Jr.</u>		SIGNATURE: <u>[Signature]</u>			
		DATE: <u>08/25/25</u>			
BELOW IS FOR OFFICE USE ONLY					
Maximum Occupancy:	Maximum Vehicles allowed:	Number of bedrooms:	Number of people home can accommodate:		
<u>8</u>	<u>2</u>	<u>4</u>	<u>8</u>		
I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES; AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.					
Building Official Signature: <u>[Signature]</u>		Date: _____			
Fire Inspector Signature: <u>[Signature]</u>		Date: <u>9-4-25</u>			
COMMENTS: _____					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"> Date Received: <u>9/2/25</u> Agenda Date: <u>9/11/25</u> Amount Due/Paid: <u>250.00</u> Payment Method: <u>874</u> </td> <td style="width: 50%;"></td> </tr> </table>				Date Received: <u>9/2/25</u> Agenda Date: <u>9/11/25</u> Amount Due/Paid: <u>250.00</u> Payment Method: <u>874</u>	
Date Received: <u>9/2/25</u> Agenda Date: <u>9/11/25</u> Amount Due/Paid: <u>250.00</u> Payment Method: <u>874</u>					

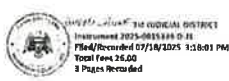
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I, T. Michael Dunn Jr., owner of the property located at
120 Pitcher Point, Tax Parcel 05125-01-081.000
affirm that I am in compliance with building codes, deed restrictions
and/or covenants, and have paid all applicable taxes, fees and other
charges. I acknowledge that a violation of the ordinances of the City of
Long Beach shall result in the suspension or revocation of the permit.

signature

8/25/25
date



Prepared By and Return To:
Schwartz, Orgler & Jordan, PLLC
12206 Hwy 49
Cullport, MS 39503
(228) 832-8550

Indexing Instructions:
Lot 28, Pitcher Point S/D, Harrison
County, 1st JD, MS

File#251053

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

THAT 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,

MARK HOLLAND, a married man
115 WEST FOURTH STREET
LONG BEACH, MS 39560
(768) 469-0343

does hereby grant, bargain, sell, convey and warrant, unto

T. MICHAEL DUNN, JR. and wife, TRACY D. DUNN
as tenants by the entirety with full rights of survivorship and not as tenants in common
120 PITCHER POINT
LONG BEACH, MS 39560
(704) 963-0369

the following described property, together with the improvements, hereditaments and appurtenances
thereunto situated and located in the County of Harrison, State of Mississippi, and more particularly
described as follows, to-wit:

Lot Twenty-Eight (28), PITCHER POINT SUBDIVISION, a subdivision according to
the official map or plat thereof on file and of record in the Office of the Chancery Clerk
of the First Judicial District of Harrison County, Mississippi, in Plat Book 25 at Page
27 thereof, reference to which is hereby made in aid of and as a part of this description.

The Grantor hereby covenants that the property described herein does not constitute
as a part of his homestead, nor is it contiguous thereto.

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

Estimated county ad valorem taxes have been prorated between the parties as a part of the
consideration for this conveyance. In the event the estimates upon which such proration is based prove to
be inaccurate for any reason, the Grantee agrees to refund any excess, and the Grantor agrees to pay any
deficiency, upon receipt of a copy of the tax statement for the current year and a computation of the true
amount due, based on a 365 day year.

THIS CONVEYANCE is also subject to Zoning and/or other land use regulations promulgated by
federal, state or local governments affecting the use or occupancy of the subject property.

WITNESS THE SIGNATURE of the Grantor on this the 17th day of July, 2025.

MARK HOLLAND

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction
aforesaid, MARK HOLLAND, a married man, who acknowledged that he signed, executed and delivered
the above and foregoing instrument as his voluntary act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal on this the 17th day of July, 2025.

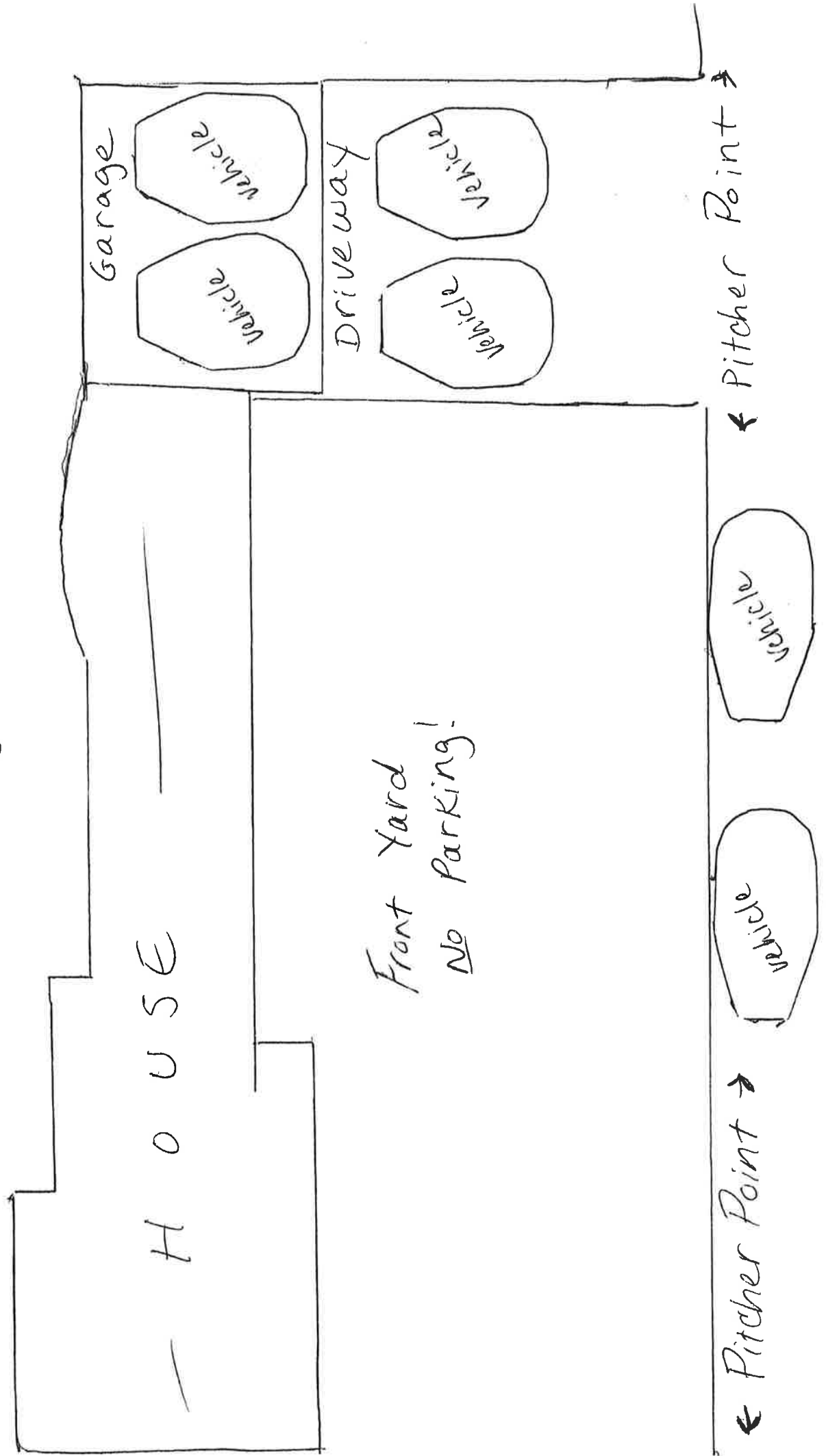
(SEAL)
My Commission Expires:



NOTARY PUBLIC

MINUTES OF SEPTEMBER 11, 2025
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120 Pitcher Point - Long Beach, MS 39560
Parking Plan



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PROPERTY MANAGEMENT AGREEMENT
Short Term Rentals

IN CONSIDERATION of the covenants herein contained, hereinafter designated as **Offeror**, **USE LLC** Owner, to employ Gulf Coast Property Management LLC (DBA Christies Gulf Beach Rentals) as exclusive Agent, hereinafter designated as **Agent**, to rent, lease, operate, and manage the real property known as **1881 17th Ave S, Unit 101** (Premises) described as a single-family residence commencing on this date **9/11/2025** and terminating at midnight on **9/11/2026**, upon the following terms and conditions. This agreement will automatically renew for an additional one-year period. The owner has 30 days to acknowledge or accept the new terms as written for the extension. Should a delay occur in signing a new agreement after the expiration date, both parties agree management services will be extended for one year or until another agreement or extension is provided by the Agent. Either party may terminate this agreement with 60 days written notice to the other party or parties.

AGENT'S AUTHORITIES AND OBLIGATIONS

- Owner hereby confers upon Agent the following authorities and obligations.
1. To advertise the availability of the Premises through Christies Gulf Beach Rentals website and third-party websites and directly to influencers. To use an electronic lock to permit access to the Premises to the Agent and maintenance vendors. Owner acknowledges that Agent is not insuring Owner against theft, loss, utility usage, or vandalism resulting from such access or while the unit is vacant.
 2. Guests will be advised of the terms and conditions of their use of the property. They will agree to comply with the terms and conditions. From time to time, a guest may inflict damage upon the property or remove items without permission. The owner acknowledges that this is a cost of doing business and agrees to repair or replace as necessary to maintain the property in good operating condition. The owner agrees that the Agent is not liable for damage or removal of items by guests. Guests are responsible for damage or theft caused during their stay as stipulated in the agreement they sign with the third party to follow the rules established by the host/owner. (In some cases a third party may reimburse for damages e.g. Airbnb). Violations of the guest/host/third party agreement will be addressed by Agent if and when discovered. Agent is not responsible for guest violations of the policy.
 3. To follow the Pet Policy. The owner must provide instructions about the acceptance of pets. Type, number, size, etc. **No animals.**
 4. To collect rents, security deposits, and other receipts, and to deposit such monies into the owner's bank account. All funds collected from guests through the reservation system will be considered pre-payment for their stay. The agent will only disburse funds to the Owner after the guest has completed their stay. Funds will be disbursed by the first of the following month directly into the owner's bank account. The owner acknowledges that only funds received and earned will be disbursed. Funds from guests staying the last few days of the month whose payment is not earned until the next month will be paid in the next cycle.
 5. The agent will submit on behalf of the owner, sales tax payments required by Mississippi law monthly. Taxes are collected from guests as a separate line item and are not subject to the Agent's management fee. The current sales tax rate is 12% of the gross amount paid directly through our website or a third party (the tax rate may change). The gross amount does not include cleaning fees. Airbnb and VRBO currently collect and pay taxes to the state on behalf of the Owner. Tax payments are recorded in the owner's report. Taxes only apply to short-term rentals.
 6. To employ attorneys to enforce the Owner's rights under third-party agreements and institute legal action on behalf of the Owner.
 7. The owner can use the property only after consulting with the Agent and scheduling their stay in advance. There is a cleaning fee that must be paid for owners and their guests. A cleaning fee will be deducted from the monthly reimbursement. The exception to the cleaning fee is if the owner leaves the property EXACTLY as they found it.

8. **Cleaning fees are charged directly to guests. The owner does not participate in the cleaning fee income, this amount is deducted from the fees collected from 3rd party providers and any guests booking through the Christies Gulf Beach Rentals website. Pool cleaning and grounds maintenance are not included in the cleaning fee. Owner must make arrangements for pool cleaning and maintenance services and pay the cost directly to the vendor.**

9. To provide reasonably necessary services for the proper management of the property including recommending, reporting observations including recommended, alterations, and repairs as may be required by the Owner. A guest information binder will be prepared and placed on the property. This requires Owner participation to complete. The guest information binder and its contents remain the property of Christies Gulf Beach Rentals should the agreement terminate. The contents are considered proprietary even with the Owner input. Christies Gulf Beach Rentals will attempt to obtain compensation from third parties should guests create damage to the property that Agent is aware of. VRBO and Airbnb have programs but they are not very effective, regardless effort will be made have them pay if the guests refuse to pay for damage.

10. To hire, supervise, and discharge all independent contractors required in the operation, maintenance, and refurbishment of the property. The agent has a preferred vendor list that they will primarily use for any repairs at the premises. In order to reduce liability to the Owner and comply with federal law. All invoices are billed to the Owner in the name of the Agent. Owner always has the option to perform all repairs with their own contractor.

11. To contract for repairs or alterations at a cost to the Owner not to exceed \$500.00 per repair (repair limit does not apply to HVAC or water heater repairs/replacement). The agent is not required to notify the Owner in advance of repairs under the \$500.00 authorized limit prior to ordering or completion of the repair (regular communication will ensure the owner is aware). Invoice copies will be maintained by the Agent as required by law. Expenses above the repair limit shall be in such amounts as agreed by the Owner and Agent except recurring monthly operating charges and/or emergency repairs in excess of the maximum. Owner authorizes Agent to use reserve or other Owner's funds held by the Agent for repairs that are necessary to protect the Premises from damage or to maintain services to the tenant as required in their lease or by local, state, or federal laws.

12. To contract for emergency repairs and expenses that are necessary for the protection of the property from damage, or to provide services to the tenants provided for in their leases and the Landlord Tenant Act including but not limited to HVAC failures, water line breakage, sewage backflow, roof, structural or other failures. Owner will be notified the next business day or sooner about emergency repairs.

13. To contract as Agent deems necessary for utilities, appliances, services, non-tenant related pest control (termites, bees, scorpions, etc.), and supplies for the operation, maintenance, and safety of the Premises. Owner agrees to turn on necessary utilities in their name.

14. Agent will attempt to manipulate the air conditioning system to reduce the owner's cost. Agent strongly recommends that the Owner have a wifi thermostat installed to provide the Agent with control of the comfort of the guests while attempting to reduce the cost of utility to operate the system when vacant.

15. To replace, install, or repair smoke and carbon monoxide detectors and/or alarms as required by law. The fee for this service is included in the fee schedule.

16. To cooperate with various home warranty companies in the maintenance of the property (when applicable). If warranties are not presented at the time of PMA commencement, the Agent will not be liable for work performed by a repair service of the Agent's choice. Should Agent determine that the warranty company or its subcontractor is unresponsive or untimely, Agent may contract for necessary repairs with a repair service company of their choice at Owner's expense. Owner assumes all responsibility for the renewal of warranty contracts and payment of policy premiums. A warranty coordination fee may be charged at the Agent hourly rate if working with the warranty company causes the Agent to spend time above and beyond a normal repair.

17. To report Owner income as required by law and issue the Owner an IRS 1099 Miscellaneous Income form for IRS 1042S Income form for foreign investors for all taxable funds received. Owner consents to receive substitute IRS forms online and acknowledges they have the ability to access their online portal. Instructions for

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printing forms and making changes to Owner information is provided through the Owner's online portal. In the event the Owner cannot access their tax forms online, a paper copy can be provided upon written request to Agent. Owner agrees to complete a W-9 or other applicable tax forms with an accurate tax identification number and address, in addition to any other requested information or required tax form, and to notify the Agent of any changes. Any fines assessed due to inaccurate information provided by Owner or changes to Owner's information will be charged to the Owner.

18. To maintain accurate records of all monies received and disbursed in connection with the management of the property, Owner has 24/7 web access to financial data and has the right to access their data through the Client Portal.

19. To deposit net proceeds into Owner's accounts on or about the 10th of the following month.

Owners requesting a check at any other time of the month may be charged an "out of cycle" \$25.00 processing fee. Funds will be sent through the Agent's bank bill pay which may or may not create an electronic transfer to the Owner's bank account. Payments will not be mailed, funds must be deposited directly into the Owner's bank account. Wire transfers require additional fees and will only be done upon request at the owner's cost. The owner will provide an email address for online statement notification and bank account information for direct deposit purposes. Should an email address or bank account change, the Owner agrees to notify the Agent. Agents will provide access to owners' reports via a link to a Google Sheet. This report is available 24/7 and owners will be responsible for viewing this report at their leisure. No report will be sent as this report will be updated as new information is provided.

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

20. Agents from time to time will refer individuals requesting a stay at Owners property to stay at other owners properties when the Owners property is booked. In exchange, Agent will book guests that are overages on other owners' properties that Agent manages. Owner receives compensation based upon the rate paid to the original owner, less Agent's usual commission, cleaning fees and taxes if applicable.

21. Additional Terms: This is the only contract with a property management company that is valid. Any previous agreements with property managers or persons to manage the property have been terminated. The Owner understands that Agent will not interfere with an existing contract and Owner agrees to indemnify Agent against any claims from previous contractors.

OWNER'S OBLIGATIONS

1. Owner agrees to carry at Owner's expense, bodily injury, property damage and personal injury liability insurance in the amount of not less than \$300,000 per person or three hundred thousand (\$300,000) if the Premises contain a pool, attractive nuisance or latent defects. In cases of a condominium/townhouse policy, Owner shall carry a minimum of \$300,000 additional liability. The policy shall be written on a comprehensive general liability form and shall name the Agent as additional insured. Owner shall immediately furnish Agent with a certificate of insurance evidencing that the coverage is in force with a carrier acceptable to Agent. If Owner does not provide evidence of such insurance, Agent may purchase such coverage at Owner's expense. In the event the Agent receives notice that said insurance coverage is to be canceled, the Agent shall have the option to immediately cancel this agreement. POLICY # GLF-0002675 to be provided. Insurance agent is CEA.

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

5. Owner represents that Owner has the legal authority to lease the Premises. The undersigned Owner of the

property hereby affirms that: a.) The property is insured as a rental, with an Agent named as additional insured, and b.) The Homeowners Association (HOA) is aware of and approves the use of the property as a rental.

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

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

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

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

10. Owner agrees that Agent will set prices for the property based upon research of the market at the time and other factors that will lead Agent to price the property competitively. Agent will consult the owner when major price changes are to be made. Owner acknowledges that 3rd party platforms offer discounts for new properties which will reduce the rate paid by guests for some first rentals.

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

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

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

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

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

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

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COMPENSATION

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

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

ACCEPTANCE OF PRIOR MANAGER'S BOOKINGS: Owner agrees to compensate Agent the amount of 10% of gross revenue except for cleaning fees, for any and all bookings that were booked by prior managers but occur after this agreement is signed. Owner agrees to provide Agent a complete list of all bookings with details about guests, dates, revenue and all other information usually collected for a booking.

CLIENT PORTAL: The client portal is the way Owner will see documents related to collection of guest fees and other revenue. Owner will be responsible to view the portal and printing as needed copies of the report. Only revenue where Agent receives payment will be recorded.

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

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

ACCESS TO PROPERTY: No persons are permitted access to the property, including owners without prior notice to Agent. This notice must be sent by text or email to create a record. Owners and owners' friends, family or associates may use the property after booking their stay. This booking is sufficient notice. If contractors or others need access, owners is to contact Agent in advance to arrange for this. If anything is added or removed from the property by owners, contractors or others that the owner has asked for access, Agent will be notified of the activity in advance.

TERMINATION: Either party may terminate this agreement with 60 days' written notice to the other party or parties. Termination without proper notice or at any time other than the agreement ending date will result in cancellation fees on occupied properties. Upon termination of the management agreement, the Agent shall provide the Owner with a final accounting. Agent shall make available to the Owner a final accounting statement on the client portal and Owner distribution check within 75 days of the termination date. Any prepayments held will be transferred into the Owner's funds after deducting the management fee for the work to obtain the reservation. There is a \$300 early termination fee to compensate the Agent for work completed on behalf of the Owner to modify the Agent's websites and to remove third-party postings, except in case of Owner default, and accounted for in the final statement. Should there remain additional outstanding payables, known or expected, the Agent may withhold an estimated amount to cover them and account to the Owner as soon as the payment is made but not to exceed 75 day # from the termination date. Should the Owner have a shortage in his account to cover all final payables, the Owner agrees to deliver funds to the Agent upon demand within five (5) calendar days.

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

TERMINATION OF AGREEMENT

If Owner or Agent decides to terminate this agreement per the provisions included in this agreement, the Agent is under no obligation to provide any data regarding reservations in place for Owners property beyond the termination date. The Agent may find other accommodation for guests or, upon payment by Owner to Agent for the uncompensated effort to advertise and manage the guest reservation system and provide information about guest


reservations. There is a \$400 early termination fee for any agreement terminated by Owner prior to the expiration of this agreement.

OTHER TERMS

Unless otherwise provided, delivery of all notices, statements, reports, and disbursements ("Notice") required or permitted hereunder shall be delivered in writing addressed to Owner or Agent and deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if email addresses provided herein; (iv) sent via recognized overnight courier service; or (v) sent by U.S. mail, in which case the Notice shall be deemed received when actually received or five (5) days after the Notice is mailed, whichever occurs first. This is intended to be a legally binding contract.

This Agreement shall be governed by Mississippi law and jurisdiction is exclusively conferred on the State of Mississippi. No representation is made as to the legal validity or adequacy of any provision or the tax consequences thereof. Owner acknowledges and agrees that the Agent may now or in the future represent other owners of similar properties. The owner recognizes, acknowledges, and agrees that the Agent is not qualified or licensed to provide legal or tax advice. If you desire legal or tax advice, consult your attorney or tax advisor. This agreement and applicable attachments are the entire agreement between the Owner and Agent, and there are no other covenants, promises, agreements, conditions, or understandings, oral or written between them. Any change or alteration to this agreement must be in writing. Agent may modify this agreement with a minimum 30-day written notice to Owner. Modifications may apply to this agreement and any future revisions. Owner agrees to pay applicable state gross receipts tax (service tax) if adopted by the state. If any provision in this agreement is held by any Court to be unlawful, invalid or unenforceable, that provision shall be voided, but all other terms and conditions shall remain in effect. Agent will not be responsible to account for such interest to Owner. In the event of any legal action by the parties arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, to be determined by the court in which such action is brought. If any of the Premises shall ever be foreclosed upon or condemned, this agreement shall immediately be terminated without further action or notification required by either party. Agent accepts employment under the term of and agrees to use diligence in the exercise of the obligations, duties, and authorities in herein upon Agent.

CLIENT SIGNATURE: _____ DATE: 8/21/25

CLIENT RESPONSIBLE PARTY:
CLIENT COMPANY NAME:
CLIENT TAX ID:
CLIENT MAILING ADDRESS:
NAME OF PROPERTY: 
GULF COAST PROPERTY MANAGEMENT DATE: 8/22/25

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PROPERTY MANAGEMENT PROCEDURES SUMMARY

Christies Gulf Beach Rentals Management Policies

This document outlines services provided by Christies to client owners. It does not supersede the agreement between the property owner and Christies. This service is only to clarify certain areas to avoid confusion and to manage expectations.

1. Bookings

Christies Gulf Beach Rentals does not guarantee any volume of bookings or revenue. When owners ask about estimates of bookings or revenues, information will be provided as a courtesy and not to be relied upon as accurate. Do not make financial decisions based solely on data provided by Christies, which changes and could be dated.

2. Client portal

Calendar

It takes time to post your property on several sites. Posting can not take place without photos. Third parties are very strict on the photos; they must represent what people will see when they arrive. There are no time tables on this process except we will get them up as quickly as we can. Christies prepares a client portal for our clients with video instructions on how to use it. Typically, the calendar icon is there to take the client to their page on the <https://airbnb.com/property/123456789> website where they can scroll down and view the calendar. It is not necessary to access the portal to see the calendar; clients can go directly to their page. Clients are encouraged to create a link on their computer to their page for faster access. The calendar shows bookings on VRBO, Airbnb and Christies along with all of the attributes of the third party listing service. This single calendar shows all bookings. The calendar shows current and future bookings not past bookings. If you are interested in following every booking, take screenshots monthly before the past bookings are gone.

The calendar can occasionally malfunction. The technology used is provided by Google to connect the site, and periodically it fails to sync, which can result in a double booking. Christies does everything possible to find alternative accommodations for the last booking.

Airbnb and VRBO sites can be accessed from the client portal by clicking on the respective button.

On occasion an owner can not find their property on Airbnb or VRBO. Check the client portal to be sure it is still listed. Christies is not responsible for the algorithms used by people searching for properties. While on occasion an owner can not find the listing, Christies can. Christies has spent countless hours on hold to discuss these issues with the third parties and more often they do not know what has happened but it always gets fixed.

Financial - Spreadsheet

Owners can view but not change data on their financial sheet which is accessed through the client portal. Christies does not want to pay any bills for clients but on occasion it is necessary when there are funds available and the amount is within the signed agreement. When funds are paid for a client, a note is placed on the cell usually on line 32 with a colored triangle in the top right corner. Hovering over that cell tells you who the charge is for. Christies will not loan funds to clients. We recommend that you set up a cash transfer application for some of the vendors. Owners should review their spreadsheet monthly to report any errors.

3. Walk-through video

Christies may or may not be able to post a video on third party sites. The video is taken and will be completed soon after the contract is signed and the property is ready. There is no time table on this.

4. Photos

Christies will take photos that are not considered professional; they are adequate. We recommend you have a professional take photos and pay them directly. Christies chooses the photos to be used and the order in which they are placed. Usually from outside first, kitchen or living room, hallways, bedrooms and yard.

5. Guest binder

An icon on the client portal indicates a guest binder. This icon is standard. The guest binder is a corporate effort. It will be produced on a Google drive and the property owner will be asked to completely review it and make corrections and add to it as necessary. This is a template and there will be error that is the reason for the review. We do not recommend trying to rewrite it. Some information included must be there e.g. trash day.

6. Pricing

Christies researches prices in the area and uses a scheme of 10 or 20 events. Generally pricing is set for the median of similar properties. We know how to price your property correctly. There is much research that concludes lowering prices has not resulted in greater income. What can happen is that the quality of guests can be reduced increasing wear and tear on the property. If you are suffering financially due to the lack of income, consider asking us to list your property for sale or for long term lease. Lowering the price is usually not the answer.

7. Other services

It is important that our clients understand that time is money. When we have to drive around having items, delivery packages etc., there is a cost for this. Our price sheet indicates what that cost is. While we will make every effort to accommodate our clients, there must be a form of compensation paid for

extra services. What we will do is take in chairs when there is a hurricane coming and put them back out after.

10. A future for months when there is no income

We charge when there is no income for Christies. This compensates us for changing batteries, driving by your home and inspecting it periodically.

11. Cameras

If you have cameras inside of your home, please turn them off when guests are there. Watching guests is not a good practice. It is an invasion of their privacy. Often doing this results in calling Christies to complain about something. If Christies contacts the guest about the issue, there is usually an argument about invasion of privacy and this can result in an extremely low rating. If you have cameras, turn them off when guests are in residence.

12. Cleaning

Christies uses cleaners for your property whom we know. It is our intention to clean the property to the state it was in when the guest arrived. From time to time a guest will complain about a hair or something like a burned out bulb (which burned out after the cleaner was there). Most of these guests want something at a lower rate or a reduction in their stay. We usually refuse to accommodate them when they do not immediately notify us when they arrive of an issue. When they tell us they are leaving we usually refuse to give them anything. This has in the past resulted in a lower rating for the few who actually take time to complete one. It is a difficult issue which we work with regularly.

13. Air Conditioning

We recommend that you install a split thermostat that we can control. Please buy the one we recommend; if you buy any other, we will not be able to control the thermostat. This will cost you in electricity. Over time we have found that some of the more popular thermostats are difficult for some clients to operate. We are not responsible for your electric bill per the contract.

14. Repairs

On occasion something breaks e.g. leak under the sink, garbage disposal. Per the agreement if the cost is under \$500 we will have someone go out as quickly as possible often the same day to repair it. Many of the people we use need immediate payment. Please set up for a go-dapp to pay them or on occasion there is a positive balance in your account Christies will pay it and deduct it. Most of the time these issues arise from a guest calling to complain and our goal is their satisfaction so we try to get the work immediately. If it is a larger item e.g. replacement of a stove, you will be notified. You can order it and have it installed at your cost. We can find one at a local store and you can pay for it and installation, your decision.

15. Lawn and care

Christies can recommend someone to care for your lawn and yard. It is the owner's responsibility to negotiate with the contractor and pay them directly. Remember twice a year during the growing season, once at the shoulder season and nothing for 3 months of winter.

16. Garage

Except the garage door locked. Clients should not have access to a garage.

17. Pool

There are rules for the pool listed in the guest book and in Christies online policies. Owners must be sure that doors and gates to the pool can be locked from children. A pool maintenance contractor must maintain the pool.

18. Clients stay

Clients must book the property prior to any guest by going to <https://airbnb.com/property/123456789> website. Ask for two company. One for a time when you stay and will leave it clean so zeros charge and another for time when you want Christies to clean which there will only be a cleaning charge. Go to your page on the Christies site not through the client portal.

19. Proprietary

Christies financial spreadsheets are proprietary. No access other than view is permitted. No access to any Christies calendar functions will be provided other than viewing bookings.

20. Payments

Owners are paid on AirBnB unless Christies AirBnB limit has been hit in a month. When this occurs a check will be mailed. Payments will be issued on or before the 15th of each month per the agreement. Payments are determined by the timing of income coming to Christies from all sources. When the first day of the month is on a Saturday, all bookings before that date will be included in the payment. When the first day comes during a weekend, that weekend may or may not be included in the next payment. Owners can view the client portal spreadsheet to see how the income was generated. If a weekend stay was not paid for the previous month, it will be scheduled for the next month and shown upon the spreadsheet.

21. Payment adjustment to third parties

From time to time a guest will complain about something and request a full or partial refund. When Christies refuses that guest for good cause, they may complain to Airbnb or VRBO. This usually agrees with Christies and does not give funds to the guest. From time to time they agree with the guest even though we know it is wrong. When this happens, you will be notified of the amount that is removed from Christies account and an adjustment will be made in a future payment. This happens about three or four times per year.

22. Damage

Owners are fully responsible for any damage that occurs to their property regardless of cause. On occasion a guest will damage an item. The third party companies will rarely reimburse Christies and often not for the full value. The most common reason is that the guest tells the third party they did not do it. Christies will try when possible to recover from the guest. Regardless, if the item must be replaced for safety to guest convenience, you will be asked to pay for the replacement. The contract between Christies and the owner clearly spells out that Christies is not responsible.

23. Working with third parties

Christies often ask if Christies will work with third parties to promote their property. Christies will consider it when there is zero cost to Christies and it fits

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LONG BEACH PLANNING and DEVELOPMENT COMMISSION

our business model. This includes the time required to work with the other party.
21. Data
Christies has a relationship with the Booking platform and Christies Gulf Beach Rentals. There is no legal relationship with the property owners. Data gathered by Christies is not shared with owners except for the name of the guest, dates of stay and amount Christies receives from the platforms. The data is displayed on the client portal spreadsheet.
23. Termination of agreement
Should an owner decide to terminate the agreement with Christies, the terms and conditions listed in the agreement between parties will apply. There is a notice period and a penalty for not following the notice requirements. Any bookings in place at the time of the termination belong to Christies. Should Christies be fined by third parties for not providing accommodation due to premature termination of the agreement without notice, owners will be responsible for compensation to Christies.

DWELLING POLICY DECLARATIONS

New Policy
Name Insured and Mailing Address
Dunn, Terry Michael & Dunn, Tracy
1536 Pleasant Valley Drive
NEWARK
LICKING
OH
43055
Great Lakes Insurance SE
Correspondent : RSG Specialty, LLC, operating through its division RT Specialty
Insured's Producer : Allen Insurance Agency LLC
98-A Jeff Davis Avenue, Long Beach, MS, 39560
Phone# - (228) 822 1234 Fax# - (228) 822 1236
Agent Name : Gerald Allen
Policy No : GLF-0003137
From : 08-27-2025 To : 08-27-2026 Policy Period : 12 Months
12:01 A.M Standard Time at the Described Location

This insurance applies to the Described Location:

The Described Location :

Property Coverages	Limits of Liability
A - Dwelling - Fire, EC, V&MM	\$426,000
B - Other Structures	\$20,000
C - Personal Property	\$12,500
D - Fair Rental Value	\$20,000
E - Additional Living Expense options	\$0

Optional Coverages

	Included
Water Damage Coverage	\$5,000
Water Backup	\$5,000
Limited Mold Coverage	
Ordinance Or Law Coverage	10% of Cov A (Dwelling) Limit
Vandalism and Malicious Mischief	Included

Liability Coverages

	Limits of Liability
L - Personal Liability	\$300,000
M - Medical Payments to Others	\$1,000

In Case of loss under this policy we cover only that part of the loss over the deductible stated for this location(s).

Deductibles

Property Deductible(s) : \$2,500 Wind/Hail Deductible : \$21,300 Other Deductible :
Water Damage Deductible: \$2,500

Form(s) and endorsement(s) made a part of this policy for this Described Location: 120 Pitcher Point , LONG BEACH , MS , 39560

SEE ARF1779 - SCHEDULE OF FORMS AND ENDORSEMENTS

Mortgagee(s), Additional Insured(s) and Lienholder(s) made a part of this policy for this location(s) : None

Rating Information :

Occupancy : Rental - Short Term/Seasonal Year of Construction : 1975 Territory : 1
Construction : Frame Number of Units : Single Family Fire District or Town : LONG BEACH
Protection Class : 4

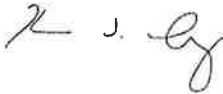
NOTE: This insurance policy is issued pursuant to Mississippi law covering surplus lines insurance. The company issuing the policy is not licensed by the State of Mississippi, but is authorized to do business in Mississippi as a nonadmitted company. The policy is not protected by the Mississippi Insurance Guaranty Association in the event of the insurer's insolvency.

Basic Premium (Property+Liability) :	\$5,819.00
Surplus Lines Tax :	\$241.16
Windstorm tax :	\$180.87
Stamp Fee :	\$15.07
Policy Fee :	\$150.00
Inspection Fee :	\$60.00
Total Premium :	\$6,466.10
Minimum Earned Premium :	25.0 %

THIS DECLARATION TOGETHER WITH THE DWELLING POLICY FORM, AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED POLICY.

Date : 08-28-2025

By :



(KIERAN DEMPSEY)

Correspondent Authorized Signatory

This Certificate of Insurance is issued in accordance with the authorization granted to the Correspondent under Contract No. RA03402A25 Undersigned by GREAT LAKES INSURANCE SE, hereinafter called "The Company". Hereon 100%.

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LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

It came for discussion under New Business a Short-Term Rental for the property located at 110 Shady Grove Avenue, Tax Parcel 0612D-03-016.000, submitted by Michael L. Croxton (owner) and Harbor Hospitality, LLC (property manager), as follows:

MINUTES OF SEPTEMBER 11, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CITY OF LONG BEACH, MISSISSIPPI							
APPLICATION FOR SHORT-TERM RENTAL							
PHYSICAL ADDRESS: 201 JEFF DAVIS AVENUE LONG BEACH, MS 39560		PHONE: (228) 863-1554 FAX: (228) 863-1558					
		MAILING ADDRESS: POST OFFICE BOX 929 LONG BEACH, MS 39560					
PROPERTY INFORMATION:							
ADDRESS: <u>110 Shady Grove Ave. LBMS 39560</u>		Tax Parcel # <u>0612d-03-016.000</u>					
(Location of Short-Term Rental)							
OWNER'S INFORMATION:							
Property Owner's Name: <u>Michael L. Croxton</u>							
Property Owner's Address: <u>133 Harbin Trl. Locust Grove GA 30248</u>							
Property Owner's Mailing Address, if different from above:							
<u>N/A</u>							
		City	State Zip				
Property Owner's Phone No: <u>478-747-5217</u> Email Address: <u>backporchshipping@gmail.com</u>							
Is there a homeowner's association for the neighborhood? ____ If so, please provide written statement of support of short term rental?							
PROPERTY MANAGER INFORMATION:							
Property Manager's Name: <u>Harbor Hospitality, LLC</u>							
Property Manager's Address: (Must be a local contact)							
<u>PO Box 1158 Long Beach 39560</u>							
		City	State, Zip				
Property Manager's Phone No.: <u>228-222-7271</u> Email Address: <u>duclon@protonmail.com</u>							
PLEASE PROVIDE THE FOLLOWING:							
<ul style="list-style-type: none">Mississippi Sales Tax ID # <u>AirBnB</u>Recorded Warranty DeedParking Rules & PlanTrash Management PlanCopy of Proposed Rental Agreement <u>AirBnB</u>Proof of Liability Insurance, which includes short term rental coverage							
ADDITIONAL INFORMATION:							
<ul style="list-style-type: none">Completed written statement of compliance.FEES: \$250, nonrefundable application fee. \$500, yearly renewable fee. Checks should be made payable to the City of Long Beach.LICENSE: A Privilege Tax License must be applied and paid for after approval.INCOMPLETE APPLICATIONS will not be processed.							
AFFIDAVIT							
I HEREBY CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT ALL INFORMATION CONTAINED HEREIN TRUE AND CORRECT; I ACKNOWLEDGE RECEIPT OF AND AGREE TO COMPLY WITH THE RULES & REGULATIONS OF SHORT-TERM RENTALS (Ordinance 660), ALL APPLICABLE CODES, ORDINANCES AND STATE LAWS. VIOLATION OF ANY CODES OR REGULATIONS SHALL RESULT IN THE SUSPENSION OR REVOCATION OF THE PERMIT.							
<u>Michael Croxton</u>		<u>M L Croxton</u>	<u>9/3/25</u>				
PRINT NAME		SIGNATURE	DATE				
BELOW IS FOR OFFICE USE ONLY							
Maximum Occupancy: <u>8</u>	Maximum Vehicles allowed: <u>4</u>	Number of bedrooms: <u>3</u>	Number of people home can accommodate: <u>8</u>				
I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES; AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.							
Building Official Signature: _____		Date: _____					
Fire Inspector Signature: <u>[Signature]</u>		Date: <u>9/9/25</u>					
COMMENTS: _____							
<table border="1"><tr><td>Date Received: <u>9/2/25</u></td></tr><tr><td>Agenda Date: <u>9/11/25</u></td></tr><tr><td>Amount Due/Paid: <u>\$50.00</u></td></tr><tr><td>Payment Method: <u>001001</u></td></tr></table>				Date Received: <u>9/2/25</u>	Agenda Date: <u>9/11/25</u>	Amount Due/Paid: <u>\$50.00</u>	Payment Method: <u>001001</u>
Date Received: <u>9/2/25</u>							
Agenda Date: <u>9/11/25</u>							
Amount Due/Paid: <u>\$50.00</u>							
Payment Method: <u>001001</u>							

**MINUTES OF SEPTEMBER 11, 2025
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



I Michael L. Croxton, owner of the property located at 110 Shady Grove Ave., Tax Parcel 0612d-03-016.000 affirm that I am in compliance with building codes, deed restrictions and/or covenants, and have paid all applicable taxes, fees and other charges. I acknowledge that a violation of the ordinances of the City of Long Beach shall result in the suspension or revocation of the permit.

M L Croxton
signature

9/2/25
date



MISSISSIPPI STATE JUDICIAL DISTRICT
Instrument 2025-0021388-1-1
Filed/Recorded 04/20/2025 12:13:03 AM
Total Fees \$7.00
28 Pages Recorded

When recorded, return to:
Pilger Title Co.
310 Jeff Davis Ave.
Long Beach, MS 39060
228-241-1858

AFTER RECORDING RETURN TO:
PILGER TITLE CO.
1406 Blountville Blvd.
Ocean Springs, MS 38964
228-318-0011

LOAN #: 401021388

DEED OF TRUST COVER PAGE
For Recorder of Deeds Indexing Purposes
This Cover Page MUST be attached with your recordable document.

1. Document Being Indexed: Deed of Trust
2. Document Preparer Name, Address and Telephone Number for Indexing Purposes:
Community Bank of Mississippi
138 Lakeland Heights Blvd.
Flowood, MS 39232
601-362-8483
3. Grantor/Borrower Name(s), Address(es) and Telephone Number(s) for Indexing Purposes:
Michael Lee Croxton
133 Harbin Trl, Locust Grove, GA 30248
478-747-0217

Index As: Lot 7, Shady Grove S/D, & part of Lot 58, Henderson
Shipman Hughes Division, 3rd JD, Harrison County, MS

4. Grantor/Lender/Beneficiary Name, Physical Address and Telephone Number for Indexing Purposes:
Community Bank of Mississippi
138 Lakeland Heights Blvd.
Flowood, MS 39232
601-362-8483
The Beneficiary is Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS has a mailing address of P.O. Box 2020, Flint, MI 48501-2020 and a street address of 11810 Miami Street, Suite 100, Omaha, NE 68164. The MERS telephone number is 1-888-678-6377.
5. Trustee Name, Physical Address and Telephone Number for Indexing Purposes:
Donald O Griffin
1285 W Government Street
Biloxi, MS 39242
601-423-4323
6. Legal Description or Indexing Instructions:
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".

MISSISSIPPI - Single Family - Finance Mortgage Note INSTRUMENT (SFRF) Form 9228 07/00/1
ICB Mortgage Technology, Inc. Page 1 of 13 MRS (SFRF) 0088
F 25-070 MICROSIG (V.0) 08/04/2025 07:18 AM PST



When recorded, return to:
Pilger Title Co.
310 Jeff Davis Ave.
Long Beach, MS 39060

This document was prepared by:
Community Bank of Mississippi
138 Lakeland Heights Blvd.
Flowood, MS 39232
601-362-8483

LOAN #: 401021388

(Please Attach This L to the Recording Title)

DEED OF TRUST

MRS 1003618-2401021388-1
MERS PHONE #: 1-888-678-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 2, 4, 10, 11, 12, 13, 14, 15, 24, and 25. Certain rules regarding the usage of words used in this document are also provided in Section 17.

Parties

(A) "Borrower" is MICHAEL LEE CROXTON, MARRIED MAN

currently residing at 133 Harbin Trl, Locust Grove, GA 30248.

Borrower is the issuer under this Security Instrument.

(B) "Lender" is Community Bank of Mississippi.

Lender is a Corporation,
under the laws of Mississippi.
Biloxi, Flowood, MS 39232.

organized and existing
Lender's address is 138 Lakeland Heights

The term "Lender" includes any successors and assigns of Lender.

MISSISSIPPI - Single Family - Finance Mortgage Note INSTRUMENT (SFRF) Form 9228 07/00/1
ICB Mortgage Technology, Inc. Page 2 of 13 MRS (SFRF) 0088
MICROSIG (V.0) 08/04/2025 07:18 AM PST



MINUTES OF SEPTEMBER 11, 2025
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Parking rules and plan:

The property has 5 parking spots in driveways in the front yard. One of the driveways continues through a gate into the large back yard where there is ample parking for any overflow parking. One of the driveways continues through the gate and to a drive-in workshop. There is likely room for 10 passenger vehicles in addition to what the front yard offers.

Trash management plan:

We will use the Long Beach trash service, coupled with an additional two cans to be requested from the service provider. Guests will be instructed to place the receptacles by the road on Sunday night or Monday morning for pickup. House cleaning personnel will clean between each booking and will also place the cans by the roadway when needed.

Mississippi Short-Term Vacation Rental Agreement

This Short-Term Vacation Rental Agreement ("Agreement") is entered into between the following parties, to establish the terms and conditions under which the Guest will rent the Vacation Property described below.

1. Parties

Host ("Owner"): Michael Croston
Guest ("Renter"): _____

2. Property

The rental property is located at:
Address: 110 Shady Grove Ave.
City/State/ZIP: Long Beach MS 39560

3. Rental Term

Check-In Date: _____ Time: _____
Check-Out Date: _____ Time: _____

4. Payment

Total Rent Amount: \$ _____
Security Deposit: \$ _____ (refundable, subject to conditions)
Payment Due Date: _____

5. House Rules

- The Guest agrees to comply with the following rules and any additional rules provided by the Owner:
- No smoking inside the property.
 - No pets unless agreed in writing.
 - No parties or events without prior consent.
 - Quiet hours will be observe between 9:00PM to 8:00AM Sunday through Thursday and 11:00PM to 8:00AM Friday and Saturday.
 - Guest must comply with all local laws and ordinances.

MINUTES OF SEPTEMBER 11, 2025
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6. Parking Rules and Plan

The property has 5 parking spots in driveways in the front yard. One of the driveways continues through a gate into the large back yard where there is ample parking for any overflow parking. One of the driveways continues through the gate and to a drive-in workshop. There is likely room for 10 passenger vehicles in addition to what the front yard offers.

7. Trash Management Plan

The property will use the Long Beach trash service, coupled with an additional two cans from the service provider. Guests will be instructed to place the receptacles by the road on Sunday night or Monday morning for pickup. House cleaning personnel will clean between each booking and will also place the cans by the roadway when needed.

8. Maintenance and Damage

The Guest shall maintain the property in a good, clean condition and use the premises lawfully. Guest is responsible for any damages caused during the stay. Costs exceeding the security deposit will be charged to the Guest.

9. Cancellation Policy

Cancellation terms shall be agreed upon prior to booking. Unless otherwise stated, cancellations made less than ___ days before check-in may result in forfeiture of the rental amount.

10. Liability

The Owner is not responsible for accidents, injuries, or illness that occur while on the premises. The Owner is not responsible for the loss of personal belongings or valuables of the Guest.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

12. Signatures

Owner Signature: _____ Date: _____

Guest Signature: _____ Date: _____



9020 Stony Point Pkwy, Ste 450,
Richmond VA 23235
1-877-275-9578 or 1-804-330-4652
Fax 1-804-330-9485
www.quickhome.com

PERSONAL LINES APPLICATION

Applicant Name and Mailing Address		Mortgagee Name, Mailing Address, Loan Number	
Croston, Michael L. 133 Harbin Trail LOCUST GROVE GA 30248		Community Bank of MS INAGA/ATIMA 138 Lakeland Heights Boulevard FLOWOOD, MS 39232 # 401021369	
Type of Insurance		Dwelling Type	
Company		Certa Underwriters at Lloyd's, London	
Program/Form/Description		DP-3	
Effective Date (from - to)		08/11/2025 - 08/11/2026	
Covered Risk Address (if different to Mailing Address)			
110 Shady Grove Avenue, LONG BEACH, MS, 39560			

COVERAGES AND LIMITS OF LIABILITY

Coverage - Property	Limit	Loss Provision	Deductible
Dwelling - Coverage A - Fire, F.C. V&MM	\$325,000	Replacement Cost	Wind Coverage Excluded
Other Structures - Coverage B	\$16,250		\$1,500 (All Other Perils)
Personal Property - Coverage C	\$25,000	Actual Cash Value	
Loss of Use/Rents - Coverage D	\$32,500		

Wind/Hail Coverage Excluded? ☒ Yes ☐ No

Optional Coverage - Property	Limit
Water Backup	\$5,000
Limited Mold Coverage	\$5,000
Vandalism and Malicious Mischief	Included
Optional Coverage - Liability	Limit
Personal Liability	\$500,000
Medical Payments to Others (Each Person)	\$5,000

DWELLING INFORMATION

Year built	Construction Type	Cladding Type	Protection Class	Square Feet	No. of Stories	Rating Territory	Number of Units	Occupancy
1962	Frame	Brick Veneer	5	1,764	1	3	Single Family	Rental - Short Term/Seasonal

Does the location have other structures rented to others as a residence? ☐ Yes ☒ No

Location's distance to the nearest fire hydrant : Less than 1000 feet

Location's distance to the nearest fire station : Less than 5 Miles

Distance To Coast : 2501 feet -1 Mile

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

It came for discussion under New Business, Planning Commission Approval for the property located at 414 Klondyke Road, Tax Parcel 0611O-04-009.000, submitted by Heylow Investments, LLC (owners) and Terry Moran & Associates (agent), as follows:

**MINUTES OF SEPTEMBER 11, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

CITY OF LONG BEACH, MISSISSIPPI			
APPLICATION FOR CASE REVIEW			
PHYSICAL ADDRESS: 201 JEFF DAVIS AVENUE LONG BEACH, MS 39560	PHONE: (228) 863-1554 FAX: (228) 863-1558	MAILING ADDRESS POST OFFICE BOX 929 LONG BEACH, MS 39560	
I. TYPE OF CASE: <input checked="" type="checkbox"/> PLANNING COMMISSION APPROVAL <input type="checkbox"/> DECISION OF THE BUILDING OFFICIAL IS ALLEGED TO BE IN ERROR <input type="checkbox"/> INTERPRETATION OF THE ZONING ORDINANCE			
II. Address of Property Involved: <u>414 KLONDYKE ROAD</u>		<u>06110-04-009.000</u> <div style="text-align: right;">Tax Parcel Number</div>	
III. Statement clearly explaining the request being made for case review (Attach supplemental pages if necessary) <u>We are seeking approval for a 19 unit condominium project. Property is currently zoned C-2</u>			
IV. REQUIRED ATTACHMENTS: A. Interest and Ownership. <u>The applicant's name, address and interest of every person, firm or corporation represented by the applicant in the application, the name of the owner or owners and their respective addresses of the entire land area proposed to be changed in classification or to be included within the structures then existing thereon, and sufficient evidence to establish that the applicant has the right of possession to the land area and structures, the names and address of all owners of adjacent property (exclusive of the width of intervening streets, alleys, or bodies of water). Claims of support or "no objection" from owners of adjoining property should be substantiated in writing or by the appearance of such owner(s) at the hearing. Such support is usually considered material but not conclusive.</u> B. Survey and/or Site Plan. <u>A site plan showing the land area which would be affected, if required a general layout drawing of the development, easements bounding and intersecting the designated area, the locations of existing and proposed structures with supporting open facilities, and the ground area to be provided and continuously maintained for the proposed structure or structures;</u> C. Recorded Warranty Deed. <u>A deed which includes a legal description of the specific piece of property involved in the request. If, several parcels are included in a request, individual parcel deeds AND a composite legal description of all parcels involved in the request must be provided.</u> D. Fee. <u>Attach a check in the amount of \$100.00. This check should be made payable to the City of Long Beach to cover administrative cost. You will also be responsible to actual costs, such as advertising and mailing incurred with the processing of your application.</u>			
NOTE APPLICATION WILL NOT BE ACCEPTED WITHOUT THE ABOVE LISTED DOCUMENTS.			
V. OWNERSHIP AND CERTIFICATION: <u>READ BEFORE EXECUTING. Attendance by the applicant(s) at the public hearing (IF REQUIRED) and/or meeting is mandatory; however, the applicant may designate a representative to attend the public hearing and/or meeting on their behalf, provided said representative has been properly designated to speak on the applicant's behalf either by written permission or oral designation by the applicant. If a continuance is to be granted, the applicant must request same in writing a minimum of seven (7) days in advance of the scheduled public hearing and/or meeting. The applicant acknowledges that, in signing this application, all conditions and requirements inherent in the process have been fully explained and understood, including the timetable for processing the application. The completed application with all necessary documents and payments must be returned to the Planning office not later than 21 days before the 2nd or 4th Thursday of each month. Receipt of fee(s) does not constitute receipt of a completed application.</u> Ownership: I the undersigned do hereby agree to all the rules and regulations as set forth in the Long Beach Zoning Ordinance and also agree to pay all fees and charges as stated.			
HEYLOW INVESTMENTS LLC Name of Rightful Owner (PRINT) <u>42 36TH STREET</u> Owner's Mailing Address <u>GULFPORT , MS 39507</u> City State Zip <u>228-343-4009</u> Phone <u>JOSEPHVGAUCI@GMAIL.COM</u> Email address		TERRY MORAN & ASSOCIATES Name of Agent (PRINT) <u>1806 23RD AVENUE</u> Agent's Mailing Address <u>GULFPORT , MS 39503</u> City State Zip <u>228-896-4733</u> Phone <u>MSUBULLDOG3@GMAIL.COM</u> Email Address	
<u>[Signature]</u> Signature of Rightful Owner		<u>[Signature]</u> Signature of Agent	
<u>2-8-2025</u> Date		<u>2/26/25</u> Date	
OFFICE USE ONLY			
Date Received <u>2/28/25</u>	Zoning <u>C-2</u>	Agenda Date <u>9/11/25</u>	Check Number <u>3205</u>

MINUTES OF SEPTEMBER 11, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

INDEXING INSTRUCTIONS: NW 1/4 of SW 1/4 of Section 12, T8S, R12W

Prepared By:
Andy J. Alfonso, III
Attorney at Law
2112 Bienville Blvd., Suite H1
Ocean Springs, MS 39564
(228) 818-5552

Return to:
Andy J. Alfonso, III
Attorney at Law
2112 Bienville Blvd., Suite H1
Ocean Springs, MS 39564
(228) 818-5552

STATE OF MISSISSIPPI
COUNTY OF HARRISON

SPECIAL WARRANTY DEED

FOR AND CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid and other good, legal and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned

MSTREO, LLC
4747 Executive Dr., Ste. 210, San Diego, CA 92121
c/o (228) 818-5552

does hereby sell, convey and warrant unto

HeyLow Investments LLC
42 36th Street, Gulfport, MS 39507
c/o (228) 818-5552

the land and property situated in the County of Harrison, State of Mississippi, described as follows, to-wit:

SEE EXHIBIT "A"

THIS CONVEYANCE is made subject to all applicable building restrictions, restrictive



covenants, easements and mineral reservations of record.

IT IS AGREED and understood that the taxes for the current year have been prorated as of this date on an estimated basis. When said taxes are actually determined, if the proration as of this date is incorrect, the Grantor does not agree to pay to the Grantee or his/her assigns any amount which is a deficit on an actual proration and likewise, the Grantee does not agree to pay to the Grantor any amount overpaid by the Grantor.

WITNESS THE SIGNATURE of the Grantor, this the 10 day of February, 2025.


MSTREO, LLC

Ryan Cole, Vice President


STATE OF 
COUNTY OF 

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, on this day of February, 2025, within my jurisdiction, the within named, Ryan Cole, who acknowledged to me that he is Vice President of the within named, MSTREO, LLC, and that for and on behalf of the said entity, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said entity so to do.

GIVEN under my hand and the official seal of my office.

NOTARY PUBLIC

File #250060

 NEDA AMAYA
Commission No. 2367720
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
Commission Expires July 25, 2025

MINUTES OF SEPTEMBER 11, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
EXHIBIT "A"
LEGAL DESCRIPTION

Said parcel of property carries the County Parcel Number .

Said parcel of property is the same recorded in Deed Book , Page Land Deed Records of Harrison County, Mississippi.

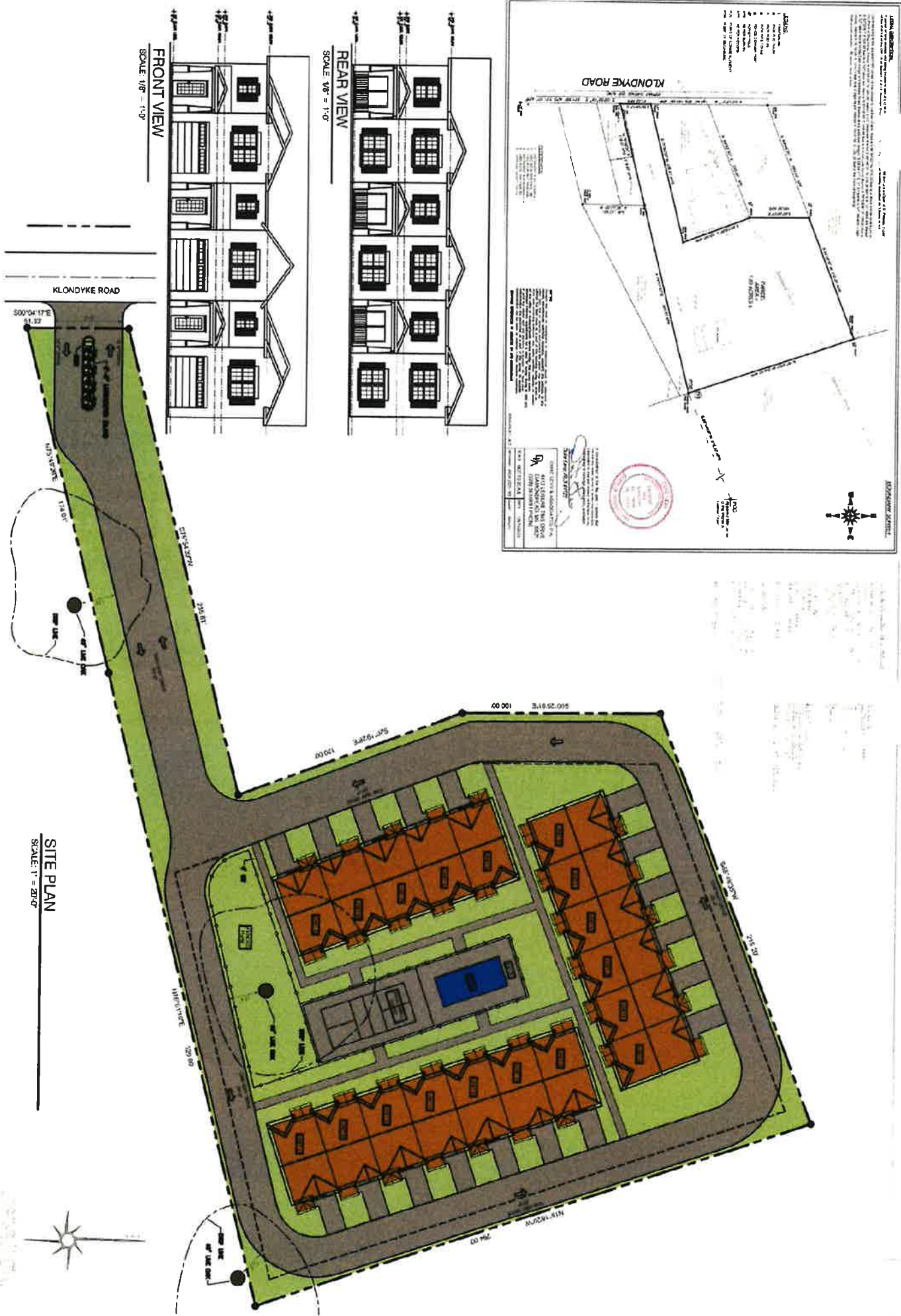
EXHIBIT "A"
LEGAL DESCRIPTION

Commencing at the Northwest corner of the Widow N. Ladnier Claim, running thence South 66 degrees 8 minutes West a distance of 578.7 feet to an iron pipe, to the point of beginning; running thence in a Northwestwardly direction a distance of 294 feet, more or less, to the property of Farmer, running thence Southwestwardly a distance of 203 feet, more or less, to the property of Hutchinson, running thence in a southerly direction a distance of 216 feet, more or less, to a point which is the Southwest corner of that property of the Long Beach Missionary Baptist Church, running thence Southwestwardly a distance of 215 feet, more or less, to the East margin of Klondyke Road, running thence along the Eastern margin of Klondyke Road a distance of 50 feet, more or less, to the property of Henry Bond, running thence Eastwardly a distance of 493 feet, more or less, to the point of beginning. Section 12, Township 8 South, Range 12 West.

East by Thomas, North by Farmer, West by Hutchinson, and the Long Beach Missionary Baptist Church, North by the Long Beach Missionary Baptist Church, West by Klondyke Road, and South by Bond.

Said land is a part of Lot 55, Henderson-Shipman-Hughes Partition of the Claim of B. Pellerin, in Section 12, Township 8 South, Range 12 West, in the First Judicial District of Harrison County, Mississippi, as recorded in the Deed Records of the Chancery Clerk of Harrison County, Mississippi.

MINUTES OF SEPTEMBER 11, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



B1.0

Condominiums
414 Klondyke Rd
Long Beach, Mississippi

Tony, Michael &
Associates, Inc.
P.O. BOX 4075
Biloxi, MS 39203
Tel: 228 894 4732
Fax: 228 894 5188
Mr. David Joseph
Morris Jr. (PE 5005)



MINUTES OF SEPTEMBER 11, 2025
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After considerable discussion, Vice Chairman DiLorenzo made motion, seconded by Commissioner Hughes and unanimously carried to approve the application as submitted.

It came for discussion under New Business a Sketch Plat for the property located at 20583 Johnson Road, Tax Parcel 0512B-01-029.000, submitted by Deas Homes (owner) and Timothy Brian Deas (agent), as follows:

MINUTES OF SEPTEMBER 11, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

Office use only	
Date Received	8/13/25
Zoning	R-1
Agenda Date	9/11/25
Check Number	CC

- I. TYPE OF CASE: **SKETCH APPROVAL**
- II. ADVALOREM TAX PARCEL NUMBER(S): # 0512B-01-029.000
- III. GENERAL LOCATION OF PROPERTY INVOLVED: 278' EAST OF BEATLINE RD, SOUTH SIDE OF JOHNSON RD
- IV. ADDRESS OF PROPERTY INVOLVED: 20583 JOHNSON RD
 - A. The purpose of the sketch is to develop a general design on which to base the preliminary and final plat, and thus having to revise such design to make in conform to the comprehensive City plan and to relate it to surrounding development. To this end, the sub-divider should consult informally with the City Engineer and the Planning Commission on preparation of the sketch plat.
 - B. The sub-divider shall submit to the Planning Commission the sketch plat of the proposed subdivision, together with the attendant items, fifteen (15) days prior to the Planning Commission meeting at which the sketch plat is to be approved. The sketch plat shall be reviewed by the Planning Commission and approved by the Mayor and Board of Aldermen. The review shall take into consideration, in addition to the requirements set forth in these regulations, the components of the comprehensive City plan, the zoning ordinance and other plans, programs and regulations that might affect the area and the design and development of the subdivision.
 - C. The sub-divider must submit a general layout drawing of the proposed subdivision or development. The sketch plat should indicate location of the subdivision, street alignment and lot sizes, and should provide additional information that is deemed reasonably necessary within the scope the Subdivision Ordinance by the City. (1) The sketch plat should consist of three (3) full-size drawings on 24 x 36 inch sheets and (1) 8 1/2 x 14 and/or emailed in pdf. format to the Clerk.
 - D. The Planning Commission shall inform the sub-divider that the Sketch plan as submitted or as modified does or does not meet the objectives of City Regulations. When the Planning Commission or the Mayor and Board find that the sketch plat does not meet the objectives of City regulations the reasons therefore shall be given, together with any changes recommended to be made. In the even the sub-divider does not agree to changes recommended by the Planning Commission, he may request and shall receive review and formal action by the Mayor and Board of Aldermen at its next regular meeting.
 - E. Although not recommended, a developer may be allowed to combine the Sketch and Preliminary plats so that they may be considered together.
- V. **REQUIRED ATTACHMENTS:**
 - A. **Interest and Ownership.** The applicant's name, address and interest of every person, firm or corporation represented by the applicant in the application, the name of the owner or owners and their respective addresses of the entire land area proposed to be changed in classification or to be included within the structures then existing thereon, and sufficient evidence to establish that the applicant has the right of possession to the land area and structures, the names and address of all owners of adjacent property (exclusive of the width of intervening streets, alleys, or bodies of water).

MINUTES OF SEPTEMBER 11, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

- B. **Recorded Warranty Deed.** A deed which includes a legal description of the specific piece of property involved in the request. If, several parcels are included in a request, individual parcel deeds AND a composite legal description of all parcels involved in the request must be provided.
- C. **Fee.** Attach a check in the amount of \$50.00. This check should be made payable to the **City of Long Beach** to cover administrative cost. You will also be responsible to actual costs, such as advertising and mailing incurred with the processing of your application.

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

VI. **OWNERSHIP AND CERTIFICATION:**

READ BEFORE EXECUTING, Attendance by the applicant(s) at the public hearing is mandatory; however, the applicant may designate a representative to attend the public hearing on his/her behalf, provided said representative has been properly designated to speak on the applicant's behalf either by written permission or oral designation by the applicant at the Public Hearing. If a continuance is to be granted, the applicant must request same in writing a minimum of seven (7) days in advance of the scheduled public hearing. The applicant acknowledges that, in signing this application, all conditions and requirements inherent in the process have been fully explained and understood, including the timetable for processing the application, the completed application with all necessary documents and payments must be returned to the Planning office not later than fifteen (15) days before the 2nd or 4th Thursday of each month. Receipt of fee(s) does not constitute receipt of a completed application.

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

DEAS HOMES
 Name of Rightful Owner (PRINT)

TIMOTHY BRIAN DEAS
 Name of Agent (PRINT)

17245 DOL LIZANA RD
 Owner's Mailing Address

SAME
 Agent's Mailing Address

GULFPORT MS 39503
 City State Zip

SAME
 City State Zip

(228) 424-5265
 Phone

SAME
 Phone

[Signature] 8-13-25
 Signature of Rightful Owner Date

 Signature of Applicant Date



205R.1 Johnson Rd

MINUTES OF SEPTEMBER 11, 2025

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

101. designated Closing Date, terminate this Contract and receive a refund of their Earnest Money, (B) seek suitable amendment of this
 102. Contract whereby Seller(s) may cure such defects at Seller(s)'s expense and, if no agreement is reached, terminate this Contract and
 103. receive a refund of their Earnest Money; or (C) accept title as is and proceed to Closing. Should Buyer(s) incur any expense
 104. confirming title which is revealed to be deficient and incurable prior to Closing, Seller(s) shall reimburse Buyer(s) for the cost of any
 105. title examination and/or title commitment and any other relief under Section 10 of this Contract.
 106. (C) **Proration.** All taxes, utility and other assessments and appropriate condominium or Property Owner's Association fees,
 107. if any, are to be prorated as of the Closing Date for the year of the sale. Any unused propane shall be determined as of Closing, the
 108. cost thereof paid current, and prorated between Buyer and Seller as of the Closing Date.
 109. (D) ☐ [CHECK IF APPLICABLE] **Seller Contribution at Closing.** At Closing, Seller will pay up to \$ 2500
 110. to offset total Closing expenses. Seller's contribution does not include any prorated items, charges or fees payable by Seller under
 111. any other provision of this Agreement or under any separate agreement.
 112. (E) **Possession.** Possession shall be delivered to Buyer(s) (Check One):
 113. ☒ Upon completion of Closing and full funding
 114. ☐ By separate Pre- or Post-Closing Possession Addendum/Amendment attached and made a part of this Contract
 115. **7. DISCLOSURES.**
 116. (A) **Multiple Listing Service ("MLS").** The parties authorize disclosure of sales data to the MLS United
 117. Multiple Listing Service.
 118. (B) **Equal Housing Opportunity.** In accordance with the federal Fair Housing Act, it is illegal to block bust or to discriminate
 119. against any person because of race, color, national origin, religion, sex, marital status or disability in the sale or rental of housing or
 120. residential lots, in advertising the sale or rental of housing, in the financing of housing or in the providing of real estate brokerage
 121. services.
 122. (C) **Privacy.** Signature of Buyer(s) on this Contract is authorization by Buyer(s) to the mortgage company processing a loan
 123. application to examine the credit worthiness of Buyer(s). Signature of Seller(s) of this Contract is authorization to any mortgage
 124. company to release any information pertinent to the mortgage secured by the Property to foreclosed brokers or salespersons and the
 125. closing attorney.
 126. (D) **Wire Fraud Warning; Release.** Buyers and Sellers of real property are targets in scams regarding electronic transfers of money
 127. (i.e., wire transfers, direct deposits, electronic checks, etc.). NEVER transfer funds associated with this transaction based upon
 128. electronic communications (such as email) that have not been verbally confirmed by you to be valid (from a person you know and
 129. trust) and accurate. Email scammers can disguise emails, text messages and social media messages to appear to be from your real
 130. estate agent, title companies, your bank or other parties. Do not trust any communication you receive concerning transfer of funds
 131. without taking steps to verify that these funds are, in fact, going to the proper recipient. Do not use telephone numbers or email
 132. addresses in electronic communications you receive; they may be fraudulent and part of a scam. VERIFY telephone numbers,
 133. contact people and wiring instructions BEFORE you respond. Fraudulent communications or acts should be reported immediately to
 134. the FBI and law enforcement authorities, and should be done so immediately if funds are lost. By signing this Contract, you
 135. acknowledge receipt of this notice and agree to hold the brokerages, their agents and the designated title company or closing
 136. attorney harmless from all claims arising out of inaccurate transfer instructions, fraudulent taking of such funds, and any
 137. and all other damages relating to conduct of third parties influencing implementation of wire transfers.
 138. **8. BROKERS AND SALESPERSONS.**
 139. (A) The Brokers and Salespersons involved in the transaction associated with this Contract are as follows:
 140. Buyer's Brokerage: _____ Buyer's Agent: _____
 141. Buyer's Brokerage Address: _____ Buyer's Agent License No.: _____
 142. Buyer's Brokerage License No.: _____ Buyer's Agent Phone: _____
 143. Buyer's Brokerage Phone: _____
 144. Buyer's Brokerage Email: _____
 145. Listing Brokerage: Coastal Realty Group Listing Agent: Misty Elsworth
 146. Listing Brokerage Address: 9239 Old Lorraine Rd Ste C, Gulfport, MS 39503
 147. Listing Brokerage License No.: 21483 Listing Agent License No.: S-55087
 148. Listing Brokerage Phone: _____ Listing Agent Phone: _____
 149. Listing Brokerage Email: Misty@coastalrealtygroup.com
 150. (B) **Agency Relationship. (Check One):**
 151. ☒ The Listing Brokerage and its salespersons represent the Seller(s) as their Client(s). The Buyer(s) is/are unrepresented and is/are
 152. the customer(s).
 153. ☐ The Listing Brokerage and its salespersons represent the Seller(s). The Buyer's Brokerage and its salespersons represent the
 154. Buyer(s).

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F2 - Contract for the Sale and Purchase of Real Estate - Lots & Land

Rev. Date 10/2024a

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20583 Johnson Rd

155. ☐ The Listing Brokerage and its salespersons represent both Seller(s) and Buyer(s) as dual agents by mutual agreement and all
 156. parties have signed and understand the Dual Agency Confirmation form provided to them by the Listing Brokerage.
 157. ☐ The Buyer's Brokerage and its salespersons represent the Buyer(s). The Seller(s) is/are unrepresented and is/are the customer(s).
 158. (C) **Compensation.** The parties under this Contract or through any other negotiated agreement agree to pay as per listing agreement,
 159. buyer agreement or any other agreement. If Broker(s) collect(s) this Compensation or any part thereof through legal action, the
 160. defaulting party agrees to pay resulting court costs and attorney fees. Compensation is deemed earned, due and payable upon
 161. execution of this Contract, though Broker(s) agree(s) to accept payment at Closing as an accommodation to the parties.
 162. (n) Seller(s) and Buyer(s) acknowledge that fees paid to Brokerages are not set by law, are fully negotiable, and offers of
 163. compensation, if made, are not blanket, unconditional or unilateral. The parties authorize delivery of a copy of this
 164. Agreement to Closing agent. The parties authorize and instruct Closing agent to disburse any payments due to Brokerages
 165. directly out of sale proceeds.
 166. (b) **Buyer's Brokerage Compensation. (CHECK ONE):**
 167. ☐ Not Applicable
 168. ☒ There is no Buyer's Brokerage Compensation.
 169. ☐ Buyer(s) shall pay all Buyer's Brokerage Compensation by separate agreement.
 170. ☐ Seller and/or Listing Brokerage shall offset Buyer's obligation to pay Buyer's Brokerage by paying the following
 171. (CHOOSE ALL THAT APPLY)
 172. Paid upon Closing by Seller(s):
 173. ☐ _____ % of Gross Sales Price
 174. ☐ \$ _____
 175. Paid upon Closing by the Listing Brokerage from compensation received from Seller(s) under separate
 176. agreement:
 177. ☐ _____ % of Gross Sales Price
 178. ☐ \$ _____
 179. Buyer(s) warrant(s) that the total Compensation paid to Buyer's Brokerage from all sources does not exceed that
 180. authorized by Buyer(s)'s agreement with Buyer's Brokerage.
 181. (D) **No Reliance; Release.** Seller(s) and Buyer(s) acknowledge that neither them, nor their agents, have relied upon any statement,
 182. representation or omission made or documentation provided by the Broker(s), salesperson(s), or their representatives, relating to any
 183. aspect of this transaction, the Property or otherwise including, but not limited to, terms or conditions of sale, tax or legal
 184. considerations, liability, size, square footage or condition of the Property, presence or lack thereof of UFFI insulation, presence or
 185. lack thereof of Exterior Insulated Finish Systems (EIFS), previous or present flooding, flood zones, flood insurance, history of
 186. title or use, effect of or location within Mississippi State Tidelands or Federal wetlands, presence or absence of mold or other toxic
 187. substances, presence or lack of expansive soils, presence or absence or enforceability of acceleration clauses or tax or balloon notes,
 188. names or recommendations concerning vendors of any sort whatsoever or validity or accuracy of any reports rendered thereby. By
 189. signing this Contract, Buyer(s) and Seller(s) acknowledge receipt of this disclosure and agree to hold the brokerages, their
 190. agents and the designated title company or closing attorney harmless from all claims arising out of or pertaining in any way
 191. to any representations in this section.
 192. (E) **Liability.** Broker's liability to Buyer(s) and Seller(s) in this transaction shall not exceed the amount it has received as
 193. Compensation.
 194. **9. GENERAL.**
 195. (A) **Agreement Complete.** This Contract incorporates all prior agreements between the parties, contains the entire and final
 196. agreement of the parties and cannot be changed except by their written mutual consent. Neither party shall be bound by any terms,
 197. conditions, oral statements, warranties or representations not herein contained.
 198. (B) **Read And Understood.** Each party acknowledges and hereby affirms that it has read and understands this Contract.
 199. (C) **Assignment.** This Contract shall not be assignable by either party without consent of the other party.
 200. (D) **Effective Date.** For purposes of this Contract the Effective Date is the date the last necessary party signs and delivers a copy
 201. thereof to the other party or their agent.
 202. (E) **Survival Of Contract.** All express representations, warranties and covenants shall survive termination of the Contract or
 203. Closing unless specified to the contrary. All other contractual obligations shall terminate at Closing.

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F2 - Contract for the Sale and Purchase of Real Estate - Lots & Land

Rev. Date 10/2024a

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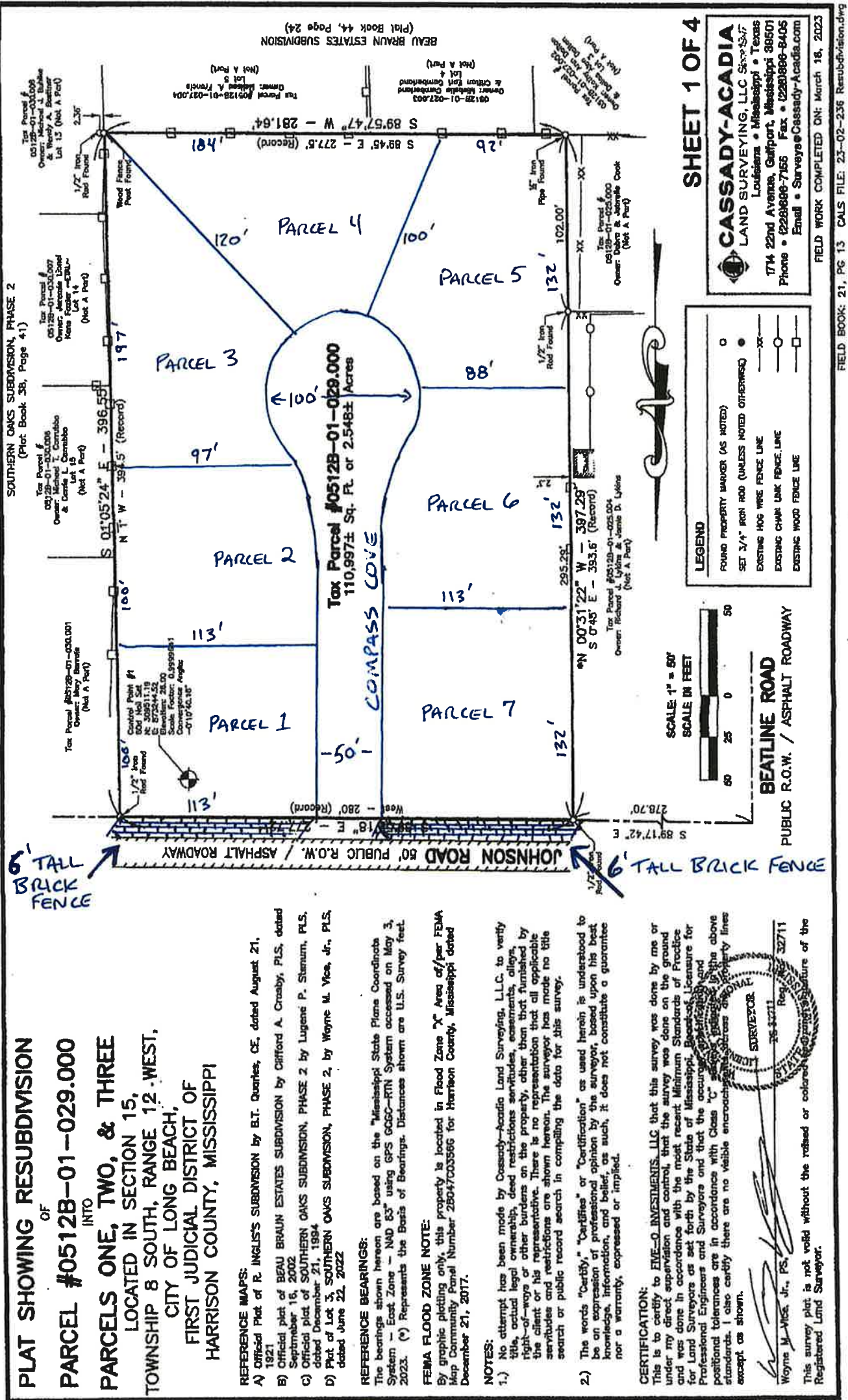
20583 Johnson Rd

MINUTES OF SEPTEMBER 11, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

204. (F) Time Is Of The Essence. Time is of the essence as to all time periods and deadlines stated in this Contract, and delay in
205. performance is not excused unless expressly excused in writing signed by all parties. The foregoing or any other provision in this
206. Contract notwithstanding, any unavoidable delay necessitated by applicable law or regulations shall extend any affected deadline by
207. no more than the actual number of days of delay necessitated by such law or regulation.
208. (G) Notices. Any notices required to be delivered under this Contract shall be hand-delivered to the recipient or recipient's agent or
209. at sender's option, emailed to the Email address below. Emailed notices shall be deemed delivered as of the date transmitted.
210. Seller's(s') email: _____
211. Listing Agent email: _____
212. Buyer's(s') email: _____
213. Buyer's(s') Agent email: misty@coastalrealtygroup.com
214. 10. BREACH. In the event of a default by either party under this Contract, the non-breaching party shall have the right to receive
215. from Escrow Agent the Earnest Money paid under Section 4 of this Contract, to be a credit against any other damages, in addition to
216. such other remedies as it may have under applicable law including, but not limited to, specific performance.
217. 11. SPECIAL PROVISIONS. (If None, Write "NONE" Below):
218. Earnest money to be deposited within 48 business hours of accepted contract.
219. No change in commissions or any compensation due to brokerages shall be modified without the signature of such brokers or
220. agents after the contract becomes effective.
221. Seller to provide current boundary survey of property
222. Buyer to have 5 business days to confirm and be satisfied with utilities.
223. Contingent on city plat approval
224. _____
225. _____
226. _____
227. _____
228. _____
229. _____
230. _____
231. _____
232. _____
233. _____
234. _____
235. _____
236. _____
237. _____
238. _____
239. _____
240. _____
241. _____
242. _____
243. _____
244. _____
245. _____

246. 12. EXPIRATION OF OFFER. This offer expires at 6 o'clock ☐ a.m. ☒ p.m., Central Standard Time (CST) on
247. August 13, 2025 [date] if not accepted, countered or rejected by Seller, with a copy delivered to Buyer or their
248. agent, by that time.
249. 13. ATTACHMENTS. (Check All That Apply):
250. ☐ Dual Agency Confirmation ☐ Option Agreement
251. ☐ Pre-Closing Repair/Improvement Addendum ☐ Back-Up Contract Addendum
252. ☐ First Right of Refusal Addendum ☐ FHA/VA/HUD Addendum
253. ☐ Pre-Closing Possession Addendum/Amendment ☐ Other _____
254. ☐ Post-Closing Possession Addendum/Amendment
255. 14. SIGNATURE BLOCKS.
256. Signed this the _____ day of _____, at _____ ☐ a.m. ☐ p.m., and a copy hereof
257. BUYER Timothy Brian Deas 08/11/2025 BUYER
258. Phone: _____ Phone: _____
259. The foregoing offer is accepted this the _____ day of _____, at _____ ☐ a.m. ☐ p.m.,
260. and a copy hereof received.
261. SELLER Jason Overstreet 08/12/25 SELLER
262. Phone: _____ Phone: _____
263. The Sellers have countered this offer subject to the terms of the attached Counter Offer No. _____ this the _____
264. day of _____, at _____ ☐ a.m. ☐ p.m., and a copy hereof received.
265. SELLER _____ SELLER
266. The Sellers have received a copy of this offer and rejected same and make no counter offer this the _____ day of _____
267. _____, at _____ ☐ a.m. ☐ p.m., and a copy of this rejection has been delivered
268. to Buyer(s).
269. SELLER _____ SELLER
270. The foregoing offer is accepted as a Back-Up Contract per the terms of the attached Back-Up Contract Addendum, and a copy
271. hereof (with addendum) received this _____ day of _____, at _____ ☐ a.m. ☐ p.m.
272. SELLER _____ SELLER
273. **NOTE:** Buyer(s) must sign Back-Up Contract Addendum within twenty-four (24) hours of date above or Seller's acceptance of
offer is null and void and is deemed rejected.

MINUTES OF SEPTEMBER 11, 2025 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION



MINUTES OF SEPTEMBER 11, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
LONG BEACH FIRE DEPARTMENT
Plan Review and Inspection Form

Development Name: Southern Oaks Subdivision

Address or Location: Parcel #0512B-01-029.000

Occupancy Type (according to NFPA code): NA

Type of Development: Subdivision

Occupancy Load if Applicable: NA

Number of Stories: NA

Building Name or Building Number being reviewed: NA

Plan Review and Occupancy Inspection:

For all multi-family (three family or larger), commercial, industrial, and institutional construction, whether new or renovation, a fee of 25% of the building permit fee charged by the issuing building department, no less than \$50, shall be levied. **The fee includes site review, plan review, and related inspections of the structure according to the Fire Codes adopted by the City of Long Beach.** Not included in this fee is the plan review and related inspections of **specialized fire protection equipment**. The fee is payable upon submitting the initial plans for review to the Long Beach Building Code Office.

Plan Review: Accepted ☐ Rejected ☒

If Rejected State Reason:

C102.1 Minimum number of fire hydrants for a building. The number of fire hydrants available to a building shall be not less than the minimum specified in Table C102.1.

Reviewed by: Inspector Clayton Maxwell

Date: 08/26/2025

Plan Review Fee: (This fee does not include Specialized Fire Protection Equipment)

Protecting Life and Property

**MINUTES OF SEPTEMBER 11, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



overstreeteng.com
161 Lameuse St. Suite 203
Biloxi, MS 39530
228.967.7137

**Johnson Road Subdivision Sketch Plat Review
08/26/2025**

Sketch Plat:

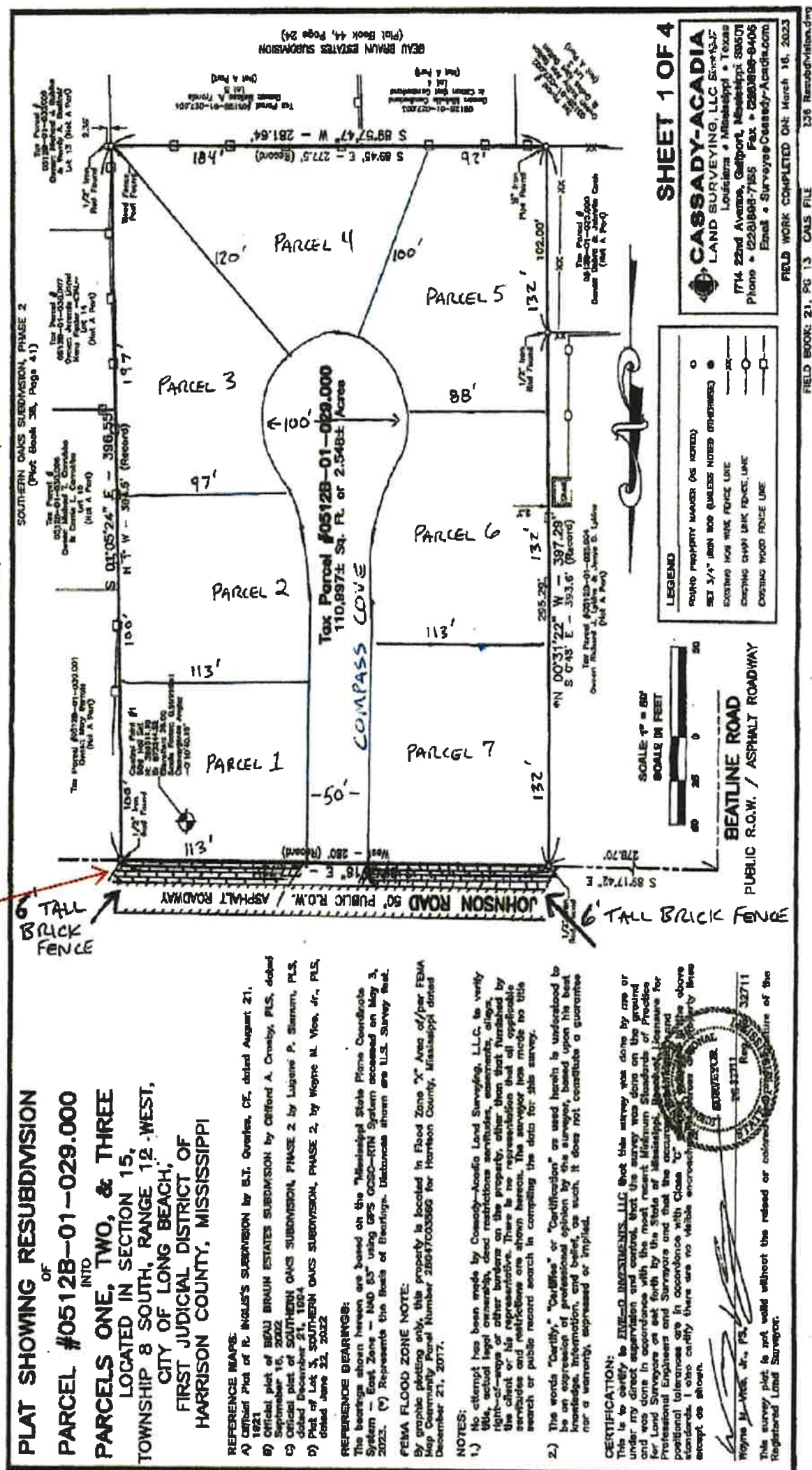
1. This site will require HOA-maintained detention storage to ensure post-development drainage flow rates do not exceed pre-development flow rates.
2. The 6' tall brick fence shall be located outside of the Right-of-way and shall be maintained by the HOA.

Biloxi | Long Beach | Pascagoula | Daphne

**MINUTES OF SEPTEMBER 11, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

The 6' tall brick fence shall be located outside of the Right-of-way and shall be maintained by the HOA.

This site will require HOA-maintained detention storage to ensure post-development drainage flow rates do not exceed pre-development flow rates.



MINUTES OF SEPTEMBER 11, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

After considerable discussion and upon recommendation made by the City of Long Beach Engineer and City of Long Beach Fire Inspector, Vice Chairman DiLorenzo made motion, seconded by Commissioner Sterling and unanimously carried recommending to approve the application as submitted.

It came for discussion under New Business a Sketch Plat Approval for the property located at 109 Shelter Rock Drive, Tax Parcels 0612F-02-040.000, 0612F-02-041.000, 0612F-02-042.000 and 0612F-02-043.000, submitted by Edward Guillie (owner) and Durlon "Reed" Bryant (agent), as follows:

MINUTES OF SEPTEMBER 11, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

Office use only	
Date Received	8/19/25
Zoning	R-3
Agenda Date	9/11/25
Check Number	1193

- I. TYPE OF CASE: **SKETCH APPROVAL**
- II. ADVALOREM TAX PARCEL NUMBER(S): 0612F-02-040.000, 0612F-02-041.000, 0612F-02-042.000, 0612F-02-043.000
- III. GENERAL LOCATION OF PROPERTY INVOLVED: _____
Northeast corner of the intersection of MS Highway 90 and Shelter Rock Drive
- IV. ADDRESS OF PROPERTY INVOLVED: Formerly 109 Shelter Rock Dr. (1 of several former addresses)
- A. The purpose of the sketch is to develop a general design on which to base the preliminary and final plat, and thus having to revise such design to make in conform to the comprehensive City plan and to relate it to surrounding development. To this end, the sub-divider should consult informally with the City Engineer and the Planning Commission on preparation of the sketch plat.
- B. The sub-divider shall submit to the Planning Commission the sketch plat of the proposed subdivision, together with the attendant items, fifteen (15) days prior to the Planning Commission meeting at which the sketch plat is to be approved. The sketch plat shall be reviewed by the Planning Commission and approved by the Mayor and Board of Aldermen. The review shall take into consideration, in addition to the requirements set forth in these regulations, the components of the comprehensive City plan, the zoning ordinance and other plans, programs and regulations that might affect the area and the design and development of the subdivision.
- C. The sub-divider must submit a general layout drawing of the proposed subdivision or development. The sketch plat should indicate location of the subdivision, street alignment and lot sizes, and should provide additional information that is deemed reasonably necessary within the scope the Subdivision Ordinance by the City. (1) The sketch plat should consist of three (3) full-size drawings on 24 x 36 inch sheets and (1) 8 ½ x 14 and/or emailed in pdf. format to the Clerk.
- D. The Planning Commission shall inform the sub-divider that the Sketch plan as submitted or as modified does or does not meet the objectives of City Regulations. When the Planning Commission or the Mayor and Board find that the sketch plat does not meet the objectives of City regulations the reasons therefore shall be given, together with any changes recommended to be made. In the even the sub-divider does not agree to changes recommended by the Planning Commission, he may request and shall receive review and formal action by the Mayor and Board of Aldermen at its next regular meeting.
- E. Although not recommended, a developer may be allowed to combine the Sketch and Preliminary plats so that they may be considered together.
- V. **REQUIRED ATTACHMENTS:**
- A. **Interest and Ownership.** The applicant's name, address and interest of every person, firm or corporation represented by the applicant in the application, the name of the owner or owners and their respective addresses of the entire land area proposed to be changed in classification or to be included within the structures then existing thereon, and sufficient evidence to establish that the applicant has the right of possession to the land area and structures, the names and address of all owners of adjacent property (exclusive of the width of intervening streets, alleys, or bodies of water).

**MINUTES OF SEPTEMBER 11, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

- B. Recorded Warranty Deed.** A deed which includes a legal description of the specific piece of property involved in the request. If, several parcels are included in a request, individual parcel deeds AND a composite legal description of all parcels involved in the request must be provided.
- C. Fee.** Attach a check in the amount of \$50.00. This check should be made payable to the **City of Long Beach** to cover administrative cost. You will also be responsible to actual costs, such as advertising and mailing incurred with the processing of your application.

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

VI. OWNERSHIP AND CERTIFICATION:

READ BEFORE EXECUTING, Attendance by the applicant(s) at the public hearing is mandatory; however, the applicant may designate a representative to attend the public hearing on his/her behalf, provided said representative has been properly designated to speak on the applicant's behalf either by written permission or oral designation by the applicant at the Public Hearing. If a continuance is to be granted, the applicant must request same in writing a minimum of seven (7) days in advance of the scheduled public hearing. The applicant acknowledges that, in signing this application, all conditions and requirements inherent in the process have been fully explained and understood, including the timetable for processing the application, the completed application with all necessary documents and payments must be returned to the Planning office not later than fifteen (15) days before the 2nd or 4th Thursday of each month. Receipt of fee(s) does not constitute receipt of a completed application.


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

Edward Guille
Name of Rightful Owner (PRINT)

401 mason Ave
Owner's Mailing Address

Long Beach MS 39560
City State Zip

985-445-4288
Phone

 8-15-25
Signature of Rightful Owner Date

Durlon "Reed" Bryant
Name of Agent (PRINT)

117 Olson Avenue
Agent's Mailing Address

Long Beach MS 39560
City State Zip

(228) 222-7271
Phone

 8/15/25
Signature of Applicant Date

MINUTES OF SEPTEMBER 11, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



SCANNED



First Judicial District
Instrument 2024-0003430-D-11
Filed/Recorded 02/22/2024 2:18:02 PM
Total Fees 36.00
3 Pages Recorded

Prepared By and Return To:
Schwartz, Ogden & Jordan, PLLC
12206 Hwy 49
Ochlocknee, MS 39053
(228) 852-8550

File#240001

Indexing Instructions
N100 of W 82 of Lot 9 & N 100' of E
1/2 of Lot 10, Hk 1, Seal City Add.
Lots 3, 4, 5, 6 & 7, Magnolia Heights
Subd., 1st JD Harrison County, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON

WARRANTY DEED

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

Hugh J. Stiel, an unmarried man
1790 St. Charles Avenue
New Orleans, LA 70130
954-401-2681

does hereby grant, bargain, sell, convey and warrant unto

Edward Guillot and Christie Guillot,
as joint tenants with full rights of survivorship and not as tenants in common
401 Maun Avenue
Long Beach, MS 39060
985-445-4288

the following described property, together with the improvements, herellotments and appurtenances thereon situated and located in the County of Harrison, State of Mississippi, and more particularly described as follows, to wit:

Parcel No. 1:

The North 100 feet of the West 80 feet of Lot Nine (9) and the North 100 feet of the East One Half (1/2) of Lot Ten (10), all in Block One (1), SEAL CITY ADDITION, being a subdivision located in the City of Long Beach, First Judicial District of Harrison County, Mississippi, as per map or plat thereof on file and of record in the Tax Records in the Office of the Chancery Clerk of Harrison County, Mississippi.

Together with a 20 foot Easement for ingress and egress, being the East 20 feet of Lot Nine (9) and the adjoining property on the East.

Tax Parcel Identification No. 0612F-02-037.000

Parcel No. 2:

Lot Three (3) of MAGNOLIA HEIGHTS, a subdivision in the Town of Long Beach, Mississippi, as per map or plat thereof recorded in Book 20, Page 40 of the Records of Plats on file in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

Tax Parcel Identification No. 0612F-02-046.000

Parcel No. 3:

Lot Six (6), MAGNOLIA HEIGHTS, 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 20 at Page 40 thereof, reference to which is hereby made in and of and as a part of this description.

Tax Parcel Identification No. 0612F-02-042.000

Parcel No. 4:

Lot 7, Magnolia Heights Subdivision, City of Long Beach, Mississippi, as per map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison, Mississippi.

Tax Parcel Identification No. 0612F-02-041.000

AND ALSO:

Parcel No. 5:

Lots 4 and 5, MAGNOLIA HEIGHTS SUBDIVISION, a Subdivision of the City of Long Beach, Harrison County, Mississippi, as per the official map of plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi, in Plat Book 20, Page 40.

Tax Parcel Identification No. 0612F-02-043.000

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

Estimated county ad valorem taxes have been prorated between the parties as a part of the consideration for this conveyance. In the event the estimates upon which such proration is based prove to be inaccurate for any reason, the Grantee agrees to refund any excess, and the Grantor agrees to pay any deficiency, upon receipt of a copy of the tax statement for the current year and a computation of the true amount due, based on a 365 day year.

THIS CONVEYANCE is also subject to Zoning and/or other land use regulations promulgated by federal, state or local governments affecting the use or occupancy of the subject property.

WITNESS THE SIGNATURE of the Grantor on this the 16th day of February, 2024.

Hugh J. Stiel

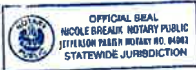
STATE OF LOUISIANA
PARISH OF ORLEANS

THIS DAY personally appeared before me, the undersigned authority in and for the Jurisdiction aforesaid, Hugh J. Stiel, who acknowledged that he signed, executed and delivered the above and foregoing instrument as a voluntary act and deed on the day and year therein mentioned.

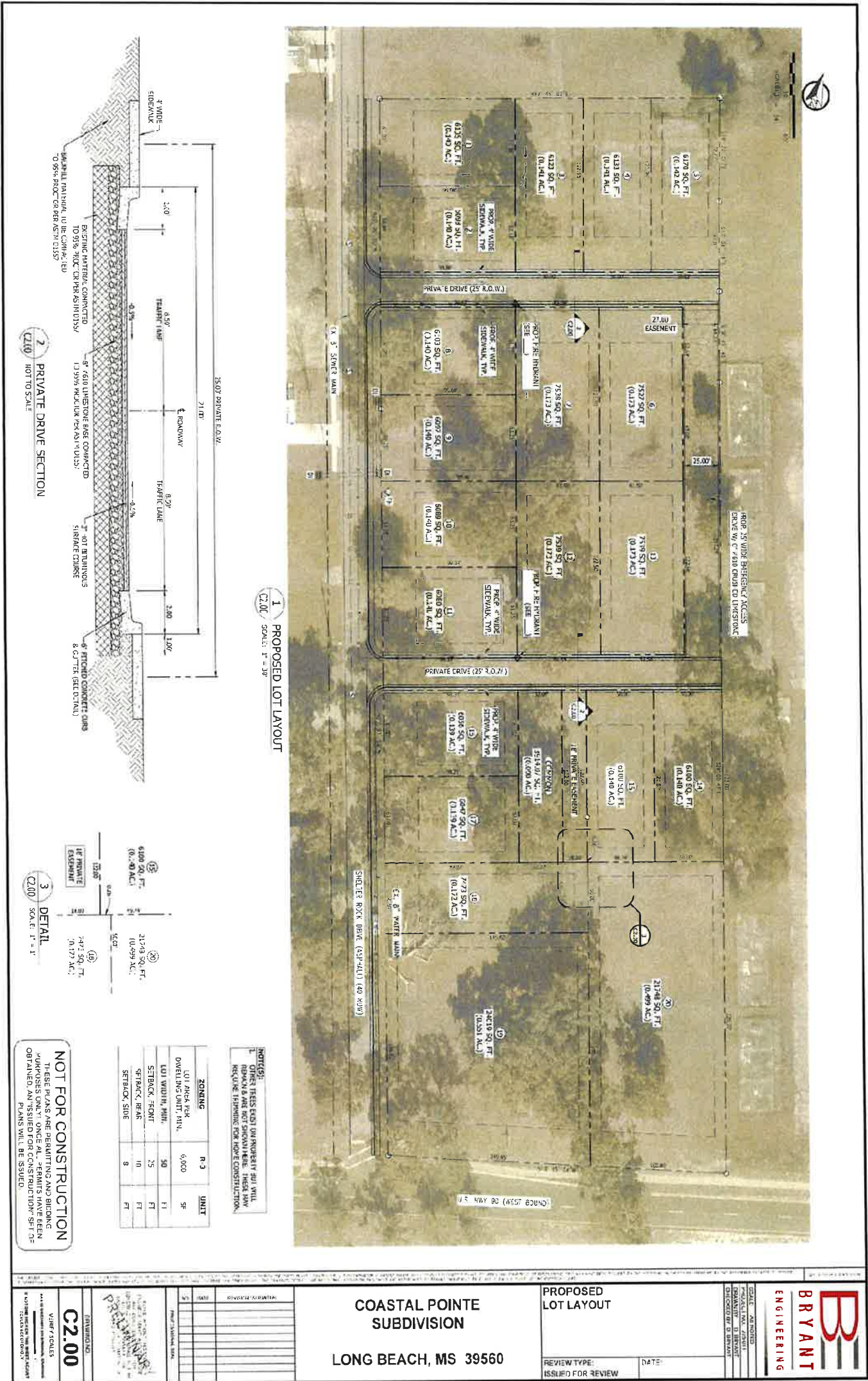
GIVEN under my hand and official seal on this the 16th day of February, 2024.

NOTARY PUBLIC

(S F A L)
My Commission Expires:



MINUTES OF SEPTEMBER 11, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



**MINUTES OF SEPTEMBER 11, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

overstreeteng.com
161 Lameuse St. Suite 203
Biloxi, MS 39530
228.967.7137

**Coastal Point Sketch Plat Review
09/10/2025**

Sketch Plat:

1. Lot width minimum shall be 60 feet in the R-3 Zone. Lots 3, 4, 5, 14, 15, and 18 are not in compliance.
2. A minimum inside turning radius of 28 feet is required at both radii for the emergency access drive.
3. This site will require HOA-maintained detention storage to ensure post-development drainage flow rates do not exceed pre-development flow rates.
4. We would like to have MDOT's permission on file to allow access from Highway 90 for Lot 20.
5. Private drive shall not be used to connect more than three lots.
6. Public drive ROW for a local/minor street shall be 50'
7. Minimum Pavement width shall be 27'
8. Delineate on plans that the 25' wide emergency access drive shall be private and maintained by HOA.

Biloxi | Long Beach | Pascagoula | Daphne

MINUTES OF SEPTEMBER 11, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

After considerable discussion and upon recommendation by the City of Long Beach Engineer, Commissioner Brown made motion, seconded by Commissioner Hughes and unanimously carried to approve the application as submitted.

It came for discussion under New Business a Preliminary Plat Approval for the property located at 0 Magnolia Street, 411 Magnolia Street, 616 West Beach Blvd and 0 West Beach Blvd, Tax Parcels 0612E-03-104.000, 0612E-03-105.000, 0612L-01-006.000 and 0612L-01-007.000, submitted by KBM Land Development, LLC (owner) and Bobby Mooney (agent), as follows:

MINUTES OF SEPTEMBER 11, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

Office use only
 Date Received 8/21/25
 Zoning R-1
 Agenda Date 9/1/25
 Check Number 030434

- I. TYPE OF CASE PRELIMINARY PLAT APPROVAL
- II. ADVALOREM TAX PARCEL NUMBER(S) _____
- III. GENERAL LOCATION OF PROPERTY INVOLVED (1) 0612E-03-104.000
(2) 0612E-03-105.000 (3) 0612L-01-006.000 (4) 0612L-01-007.000
- IV. ADDRESS OF PROPERTY INVOLVED 411 Magnolia, Lake w Beach,
- V. GENERAL DESCRIPTION OF REQUEST Subdivision of 4 PARCELS + 0 w. Beach
 Into 10 PARCELS

VI. REQUIRED ATTACHMENTS:

- A. Twenty (20) working days prior to the regular monthly meeting of the planning commission the following documents must be submitted:

- Three (3) full-size blue-line copies of the preliminary plat,
- Two (2) blue-line copies of the complete construction plans and specification,
- Two (2) copies of the developer's engineer's basis of design and complete design calculation, and
- Two (2) copies of the preliminary plat application forms.
- The proposed plat shall be at a scale legible and functional on sheets of twenty-four (24) by thirty-six (36) inches in size. *****Please refer to the City of Long Beach's Subdivision Regulations for additional information to be included on the plat.**

- B. Cash or Check payable to the City of Long Beach in the amount as follows:

2-3	Lots	\$100.00
4-10	Lots	\$150.00
11-50	Lots	\$300.00
50-100	Lots	\$400.00
100 +	Lots	\$500.00

- C. Proof of ownership (copy of recorded warranty deed), if applicable proof of authority to act as agent for owner.

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

VII. OWNERSHIP AND CERTIFICATION:

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

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

KBM Land Development LLC
 Name of Rightful Owner (PRINT)

866 McDonald Chapel Rd
 Owner's Mailing Address

Collins MS 39428
 City State Zip

601.517.6581
 Phone

judgebmooney@yahoo.com
 Email address

 Signature of Rightful Owner Date

Bobby Mooney
 Name of Agent (PRINT)

 Agent's Mailing Address

 City State Zip

 Phone

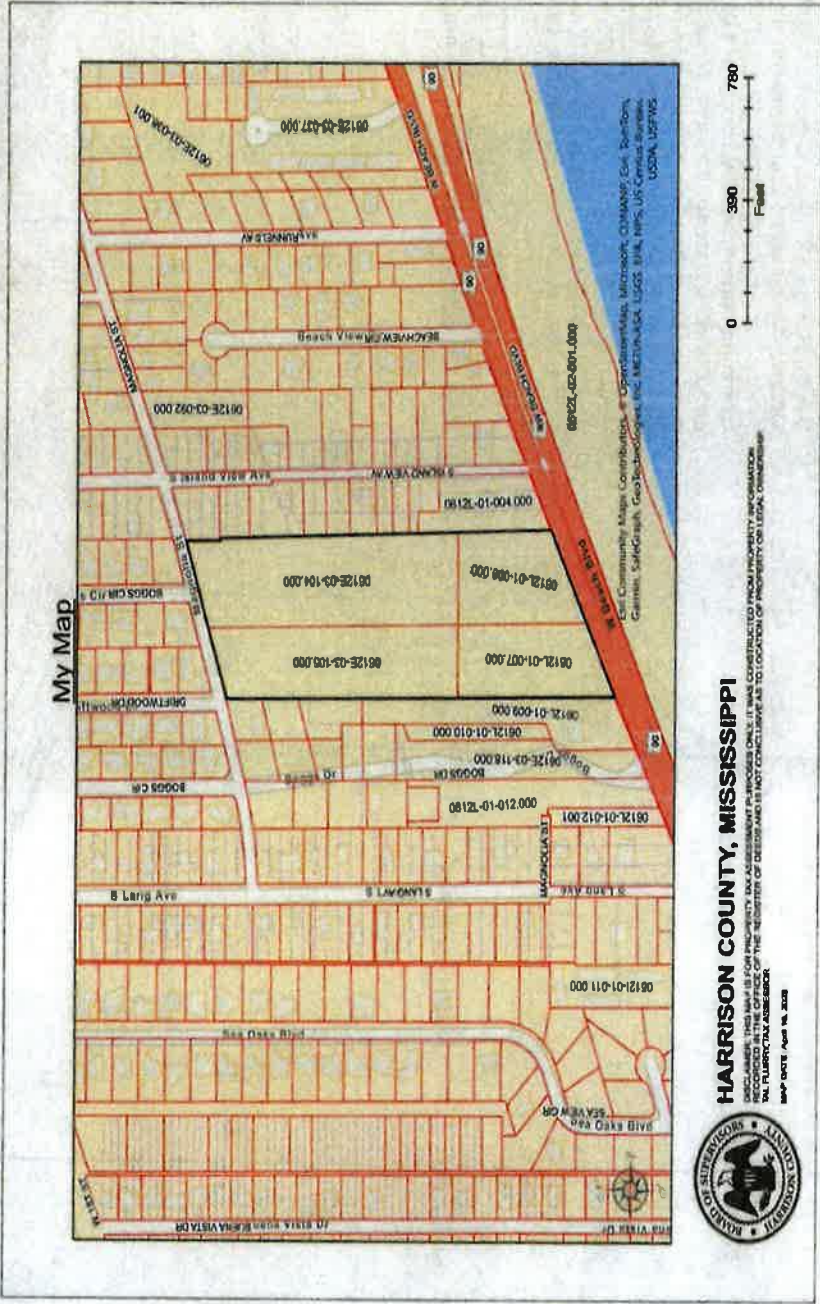
 Email address

Bobby Mooney
 Signature of Applicant Date

MINUTES OF SEPTEMBER 11, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

GULF OF AMERICA SUBDIVISION
LONG BEACH, MS

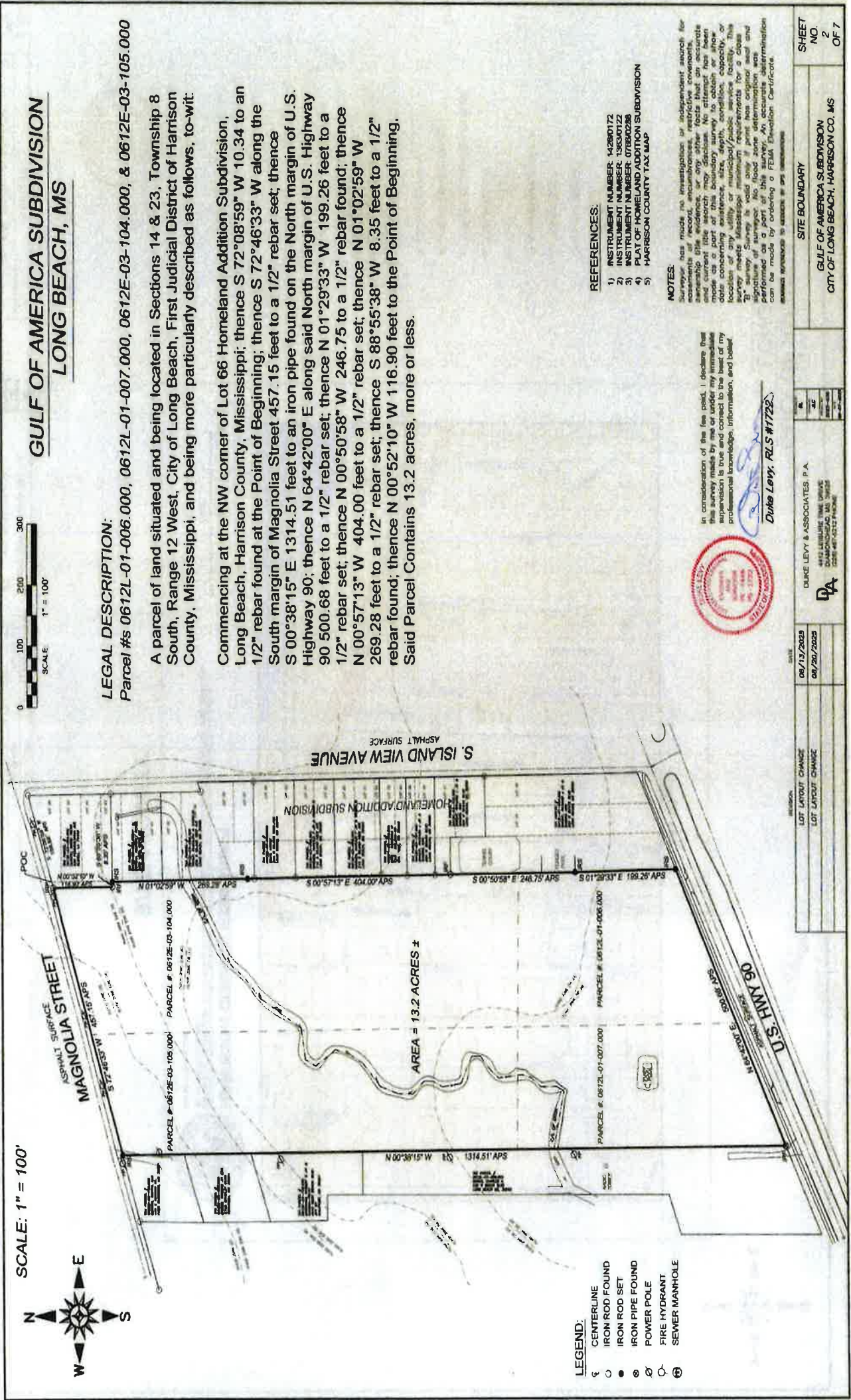
- DRAWING INDEX
- 1) TITLE SHEET
 - 2) BOUNDARY SURVEY
 - 3) PLAT
 - 4) TOPOGRAPHY
 - 5) UTILITY PLAN MAGNOLIA ST.
 - 6) UTILITY PLAN HWY 90
 - 7) DRAINAGE PLAN



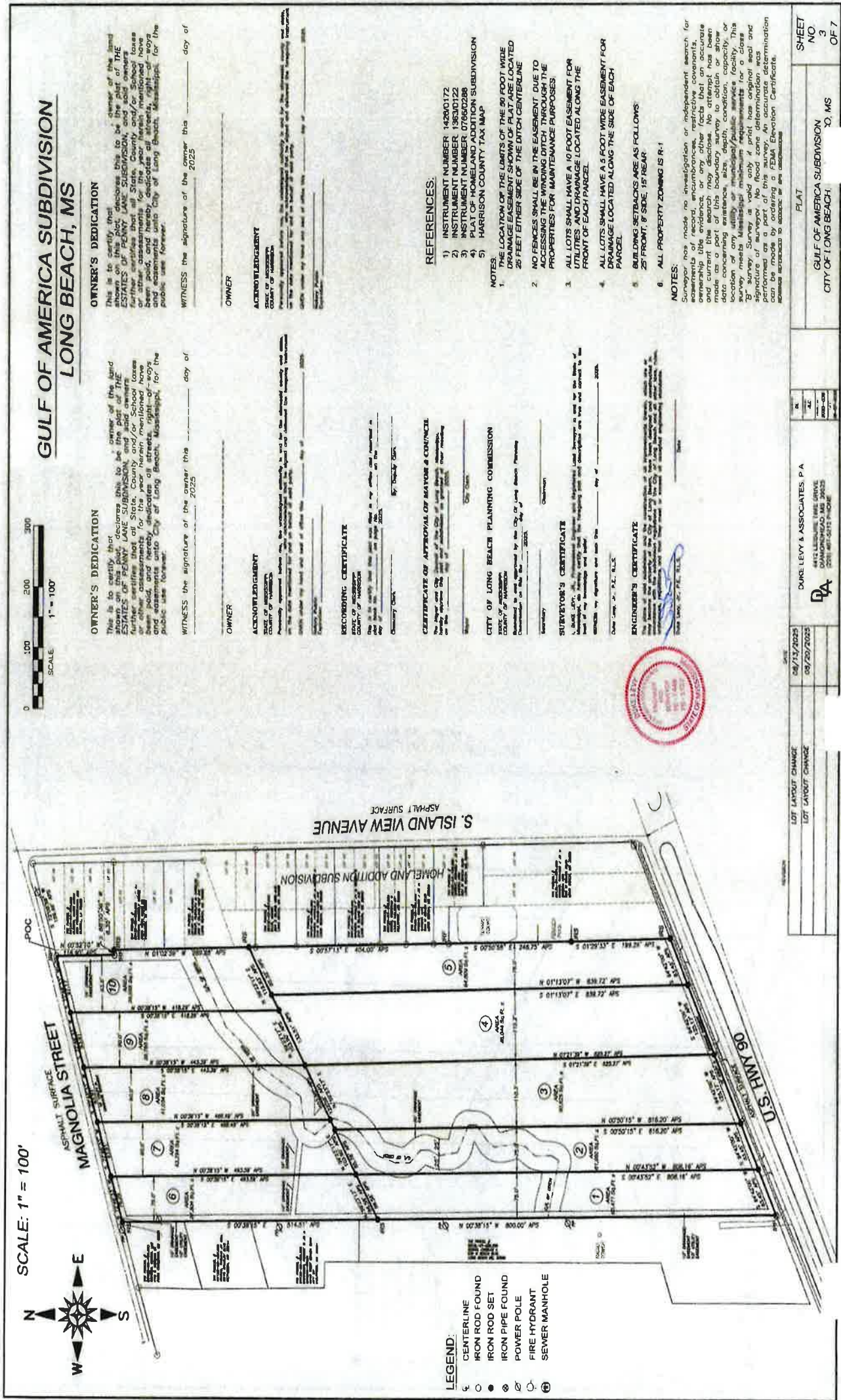
SITE VICINITY

LOT LAYOUT CHANGE		DATE	DUKE LEVY & ASSOCIATES, P.A.		TITLE SHEET	SHEET NO.
LOT LAYOUT CHANGE		08/13/2023	DUKE LEVY & ASSOCIATES, P.A. 11111 W. HARRISON BLVD., SUITE 300 DALLAS, TEXAS 75243 TEL: 972.412.1234 FAX: 972.412.1235			
LOT LAYOUT CHANGE		DATE	DUKE LEVY & ASSOCIATES, P.A.		TITLE SHEET	SHEET NO.
LOT LAYOUT CHANGE		08/20/2023	DUKE LEVY & ASSOCIATES, P.A. 11111 W. HARRISON BLVD., SUITE 300 DALLAS, TEXAS 75243 TEL: 972.412.1234 FAX: 972.412.1235			

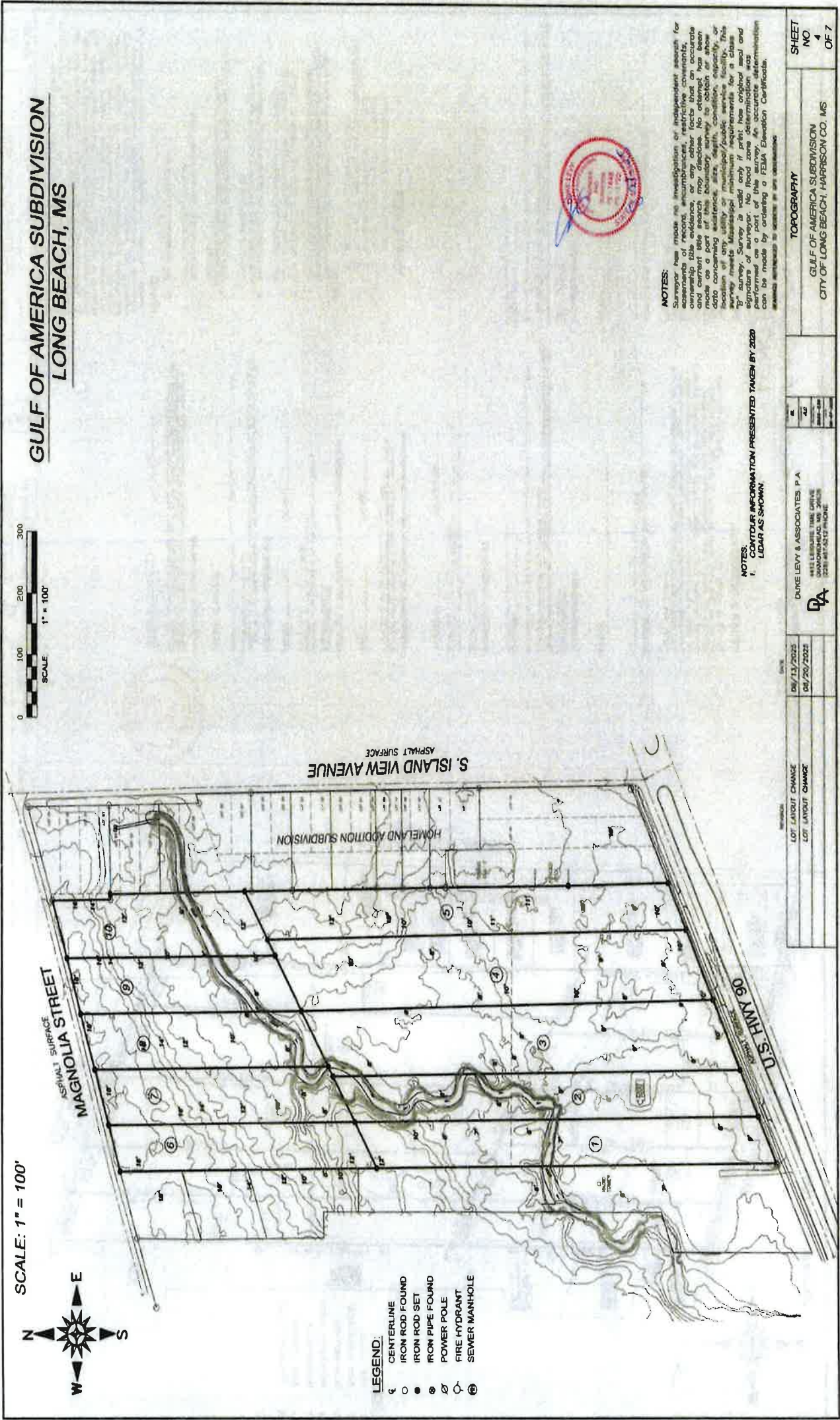
MINUTES OF SEPTEMBER 11, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

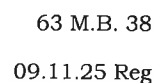


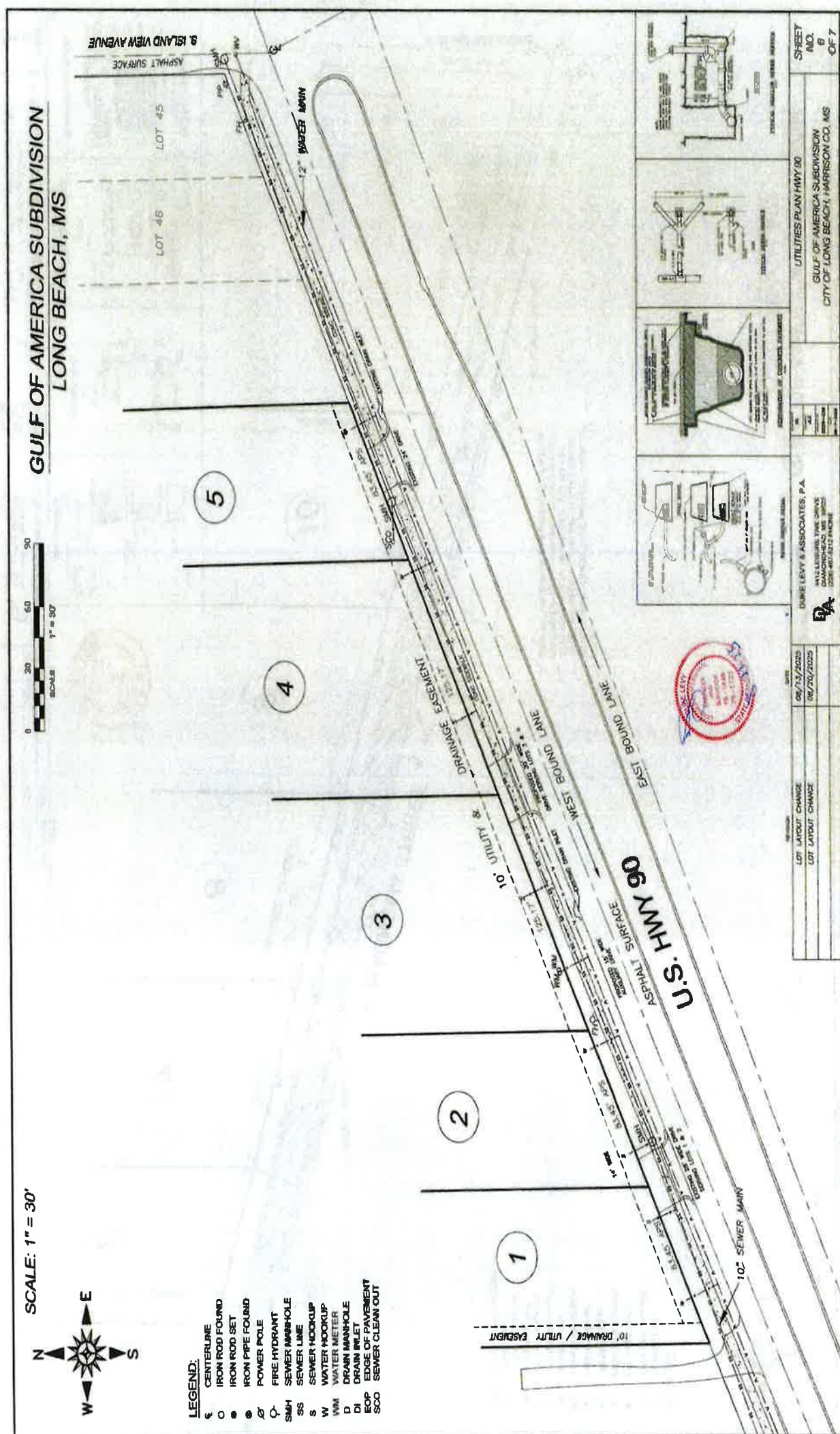
MINUTES OF SEPTEMBER 11, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



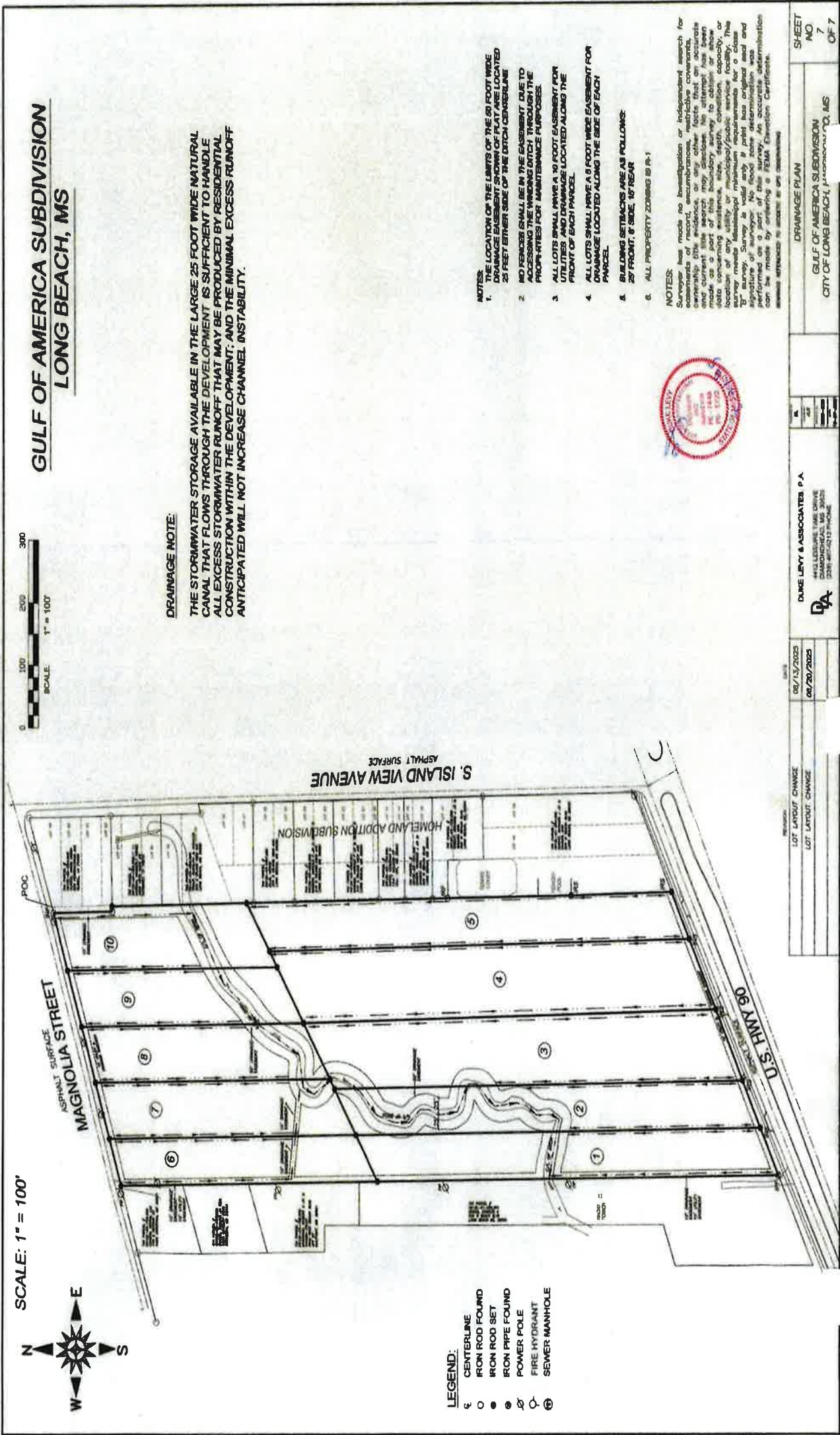
MINUTES OF SEPTEMBER 11, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION







MINUTES OF SEPTEMBER 11, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



MINUTES OF SEPTEMBER 11, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

LONG BEACH FIRE DEPARTMENT
Plan Review and Inspection Form

Development Name: Gulf of American Subdivision

Address or Location: West Beach Blvd and Magnolia Street.

Occupancy Type (according to NFPA code): NA

Type of Development: Subdivision

Occupancy Load if Applicable: NA

Number of Stories: NA

Building Name or Building Number being reviewed: NA

Plan Review and Occupancy Inspection:

For all multi-family (three family or larger), commercial, industrial, and institutional construction, whether new or renovation, a fee of 25% of the building permit fee charged by the issuing building department, no less than \$50, shall be levied. **The fee includes site review, plan review, and related inspections of the structure according to the Fire Codes adopted by the City of Long Beach.** Not included in this fee is the plan review and related inspections of **specialized fire protection equipment**. The fee is payable upon submitting the initial plans for review to the Long Beach Building Code Office.

Plan Review: Accepted ☒ Rejected ☐

If Rejected State Reason:

Reviewed by: Inspector Clayton Maxwell

Date: 08/26/2025

Plan Review Fee: (This fee does not include Specialized Fire Protection Equipment)

Protecting Life and Property

**MINUTES OF SEPTEMBER 11, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



overstreeteng.com
161 Lameuse St. Suite 203
Biloxi, MS 39530
228.967.7137

September 8, 2025

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

RE: Gulf of America S/D Preliminary Plat

Ladies and Gentlemen:

After several iterations of review and revision, the Engineer designing the referenced development has submitted construction plans, specifications, and a preliminary plat document that all appear to meet all City requirements for preliminary plat approval. Therefore, we take no exception to the approval of this development so that construction may begin.

Sincerely,



David Ball, P.E.

DB:ty:539

MINUTES OF SEPTEMBER 11, 2025
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

After considerable discussion and upon recommendation by the City of Long Beach Engineer and the City of Long Beach Fire Inspector, Vice Chairman DiLorenzo made motion, seconded by Commissioner Hughes and unanimously carried recommending to approve the application as submitted.

At this time, Commissioner Hughes made motion, seconded by Commissioner LeBlanc and unanimously carried to schedule a work session to be held immediately after the regular scheduled meeting of the Planning and Development Commission on Thursday, October 9, 2025, at 5:30, in the Long Beach City Hall Meeting Room.

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

APPROVED:

Chairman Shawn Barlow

DATE: _____

ATTEST: _____

Tina M. Dahl, Minutes Clerk