

**MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**AGENDA  
NOVEMBER 9, 2023  
REGULAR MEETING OF THE PLANNING and DEVELOPMENT COMMISSION  
CITY OF LONG BEACH, MISSISSIPPI  
5:30 O'CLOCK P.M.  
LONG BEACH CITY HALL  
MEETING ROOM  
201 JEFF DAVIS AVENUE**

**I. CALL TO ORDER**

**II. ROLL CALL AND ESTABLISH QUORUM**

**III. PUBLIC HEARINGS**

- 1. Variance – 20529 Johnson Road, Tax Parcel 0512B-01-046.000, Submitted by Bronwen Jean Hess.

**IV. ANNOUNCEMENTS**

**V. APPROVE MINUTES**

- 1. October 26, 2023

**VI. UNFINISHED BUSINESS**

- 1. Certificate of Resubdivision- 20294 Daugherty Road, Tax Parcels 0511B-02-022.000 and 0511B-02-025.000, Submitted by Philip B. Keith, III.

**VII. NEW BUSINESS**

- 1. Certificate of Resubdivision- 20529 Johnson Road, Tax Parcel 0512B-01-046.000, Submitted by Bronwen Jean Hess.
- 2. Certificate of Resubdivision- 18094 Allen Road, Tax Parcel 0611I-05-011.000, Submitted by Glenn Taylor (owner) and Robert Heinrich, Heinrich and Associates (agent).
- 3. Certificate of Resubdivision- 0 Magnolia Street and 0 South Girard Avenue, Tax Parcel 0612F-02-035.001, Submitted by Edward Guillie.
- 4. Tree Removal- 0 Destiny Oaks Drive, Tax Parcel 0512J-01-035.036, Submitted by Esma Construction, LLC.
- 5. Planning Commission Approval- 6011 Daugherty Road, Tax Parcel 0511H-03-008.000, Submitted by Alan J. Simmons.
- 6. Short-Term Rental- 210 White Harbor Road, Tax Parcel 0512J-03-037.000, Submitted by Michael and Jennifer Croxton (owners) and Beachy Bookings, LLC (property manager).
- 7. Short-Term Rental- 115 Olson Avenue, Tax Parcel 0612E-02-084.000, Submitted by Megan Bryant and Reed Bryant, PREM Properties, LLC (owners and property managers).
- 8. Short-Term Rental- 20136 Pineville Road, Tax Parcel 0511J-02-066.000, Submitted by Nancy S. L. McGill, Irrevocable Trust (owner) and Mollie Glass (property manager).
- 9. Short-Term Rental- 112 Buena Vista Drive, Tax Parcel 0512I-01-021.000, Submitted by Ralph C. and Beverly B. Negron (owners) and R. "Chris" Negron (property manager).

**VIII. DEVELOPMENT & RESEARCH**

**IX. ADJOURN**

**\*\*\*NOTES\*\*\***

**\*\*All decisions made at this meeting are subject to a ten (10) day appeal for a Public Hearing and/or the Mayor and Board of Aldermen approval on November 21, 2023.**

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

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

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Be it remembered that one (1) public hearing was heard before the Long Beach Planning and Development Commission, Long Beach, Mississippi, and begun at 5:30 o'clock p.m., Thursday, the 9<sup>th</sup> day of November 2023, in said City, and the same being the time, date and place fixed for holding said public hearings.

There were present and in attendance on said Commission and at the Public Hearing the following named persons: Chairman Frank Olaivar, Vice Chairman Shawn Barlow, Commissioners David DiLorenzo, Michael Levens, Trey Gaddy, Jennifer Glenn and Marcia Kruse, Building Official Mike Gundlach, Building Inspector Ryan Ladner and Minutes Clerk Tina M. Dahl.

Absent the public hearing were Commissioners Nicholas Brown, William Suthoff and City Advisor Bill Hessell.

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

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The public hearing to consider a Variance for the property located at 20529 Johnson Road, Tax Parcel 0512B-01-046.000, submitted by Bronwen Jean Hess, as follows:

MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

Office use only  
Date Received 10-16-23  
Zoning R-1  
Agenda Date 11-9-23  
Check Number 990

VARIANCE REQUEST

- I. Tax Parcel Number(s): 0512B-01-046.000
- II. Address of Property Involved: 20529 Johnson Road Long Beach
- III. Statement clearly explaining the request being made. (Attach supplemental pages if necessary.)  
Please see supplemental pages.

**\*\*PLEASE COMPLETE THE FOLLOWING:**

- A. Describe any special condition that justify the granting of this request and that are peculiar to the property and do not apply to other properties in the general area. What are the reasons for the request and why the applicant cannot meet the stated code requirement? There is 50 feet of accessible road frontage between the northern border of the property and (1) A Live Oak tree with a circumference of 20 feet and (2) The power line and power line pole of Coast Electric that requires a 15 foot easement for their usage.
- B. Describe how the special condition discussed above is not the result of actions taken by the applicant. Show that the applicant did not cause the need for this request. The Live Oak tree was planted in the 1940s many years prior to the purchase of the property. Also, the power lines are controlled and maintained by Coast Electric.
- C. Show that an unnecessary hardship exists due to the character of the property and that this hardship makes the request necessary. State what hardship is caused if the applicant is required to meet code requirements? What is the result of this hardship? What would result if the Zoning Board denied this request?  
Please see supplemental pages.
- D. Show that denial of this request will deprive the applicant of rights commonly enjoyed by other properties in the general area and that the granting of this variance request will make possible the reasonable use of land while not conferring any special privilege. Outline how the subject of the variance is common in the area and if the applicant were to be denied this variance a right would be taken away which is granted to other properties. State how the variance makes reasonable use of the existing land and why the same action cannot be done in a way that does not require a variance. Show that granting of this variance does not give the applicant any special privileges that the properties in the area would find desirable. Please see supplemental pages.

**MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**IV. REQUIRED ATTACHMENTS:**

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

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

**V. OWNERSHIP AND CERTIFICATION:**

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

Bronwen Jean Hess  
Name of Rightful Owner (PRINT)

\_\_\_\_\_  
Name of Agent (PRINT)

20529 Johnson Road  
Owner's Mailing Address

\_\_\_\_\_  
Agent's Mailing Address

Long Beach MS 39560  
City State Zip

\_\_\_\_\_  
City State Zip

(228) 547-3009  
Phone

\_\_\_\_\_  
Phone

Bronwen J. Hess 10/16/2023  
Signature of Rightful Owner Date

\_\_\_\_\_  
Signature of Applicant Date



**MINUTES OF NOVEMBER 9, 2023**  
**REGULAR MEETING**  
**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**  
**VARIANCE REQUEST**  
**(Supplemental Pages)**

**ITEM:**

III. A variance is required to allow two parcels of land to have road access less than the city requirement of 35' road frontage each. A request of 25' for each is being presented.

C. As no access is available on the west side of the street, due to the property border, and a live oak tree as well as the Coast Electric powerlines block the east side of the road frontage, the access is limited to 50' frontage. There is no other access area.

If not approved only one parcel of 4 acres could be sold causing the other acreage to be landlocked. And in order for the sale to proceed the existing loan would have to be paid in full. The sale of one parcel would not be sufficient to accomplish that.

D. As the request is for two parcels only at 4 acres each. There is only a 50' road frontage available on Johnson Road to accommodate both entrances.

Please see additional sheets showing road frontage of 20', on Johnson Road, 21' and 24' on other city properties.

Currently Coast Electric and all the tree cutting equipment trucks are using the 12' gate access for all their oversized trucks and powerline maintenance equipment needs.

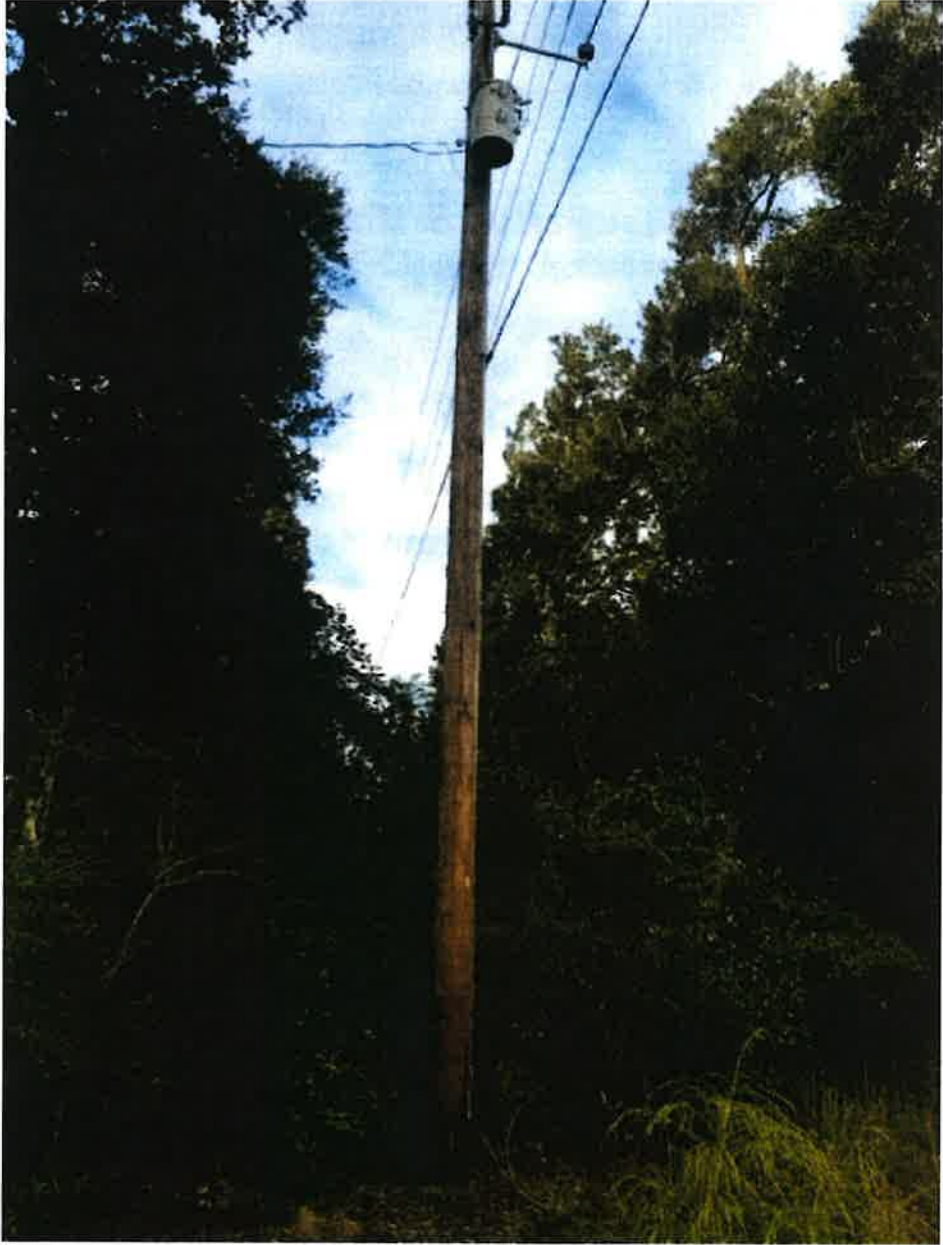
Due to the powerline pole, large live oak tree, there is only 50' available. However, Coast Electric trucks use the current access gate of 12'.

The approval will not result in a special privilege as other properties do not have a limited road frontage.



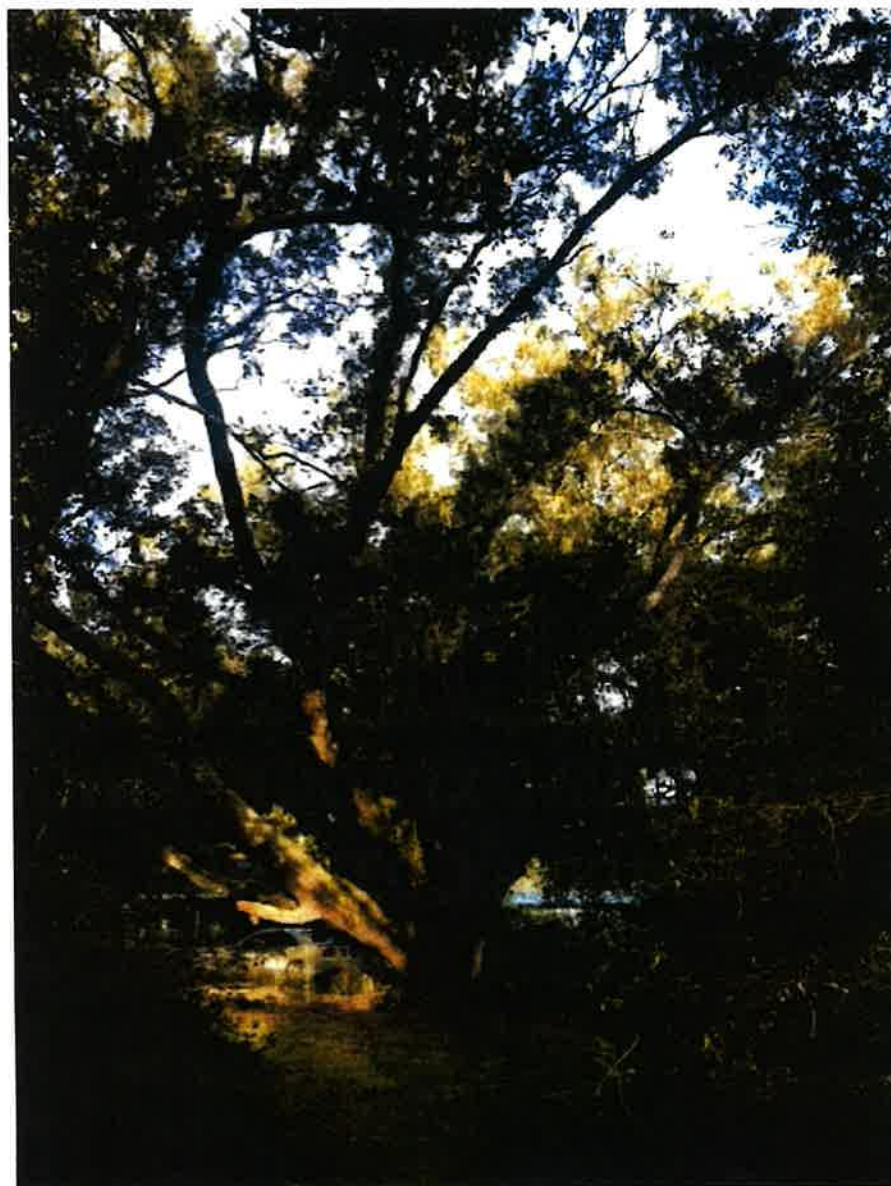
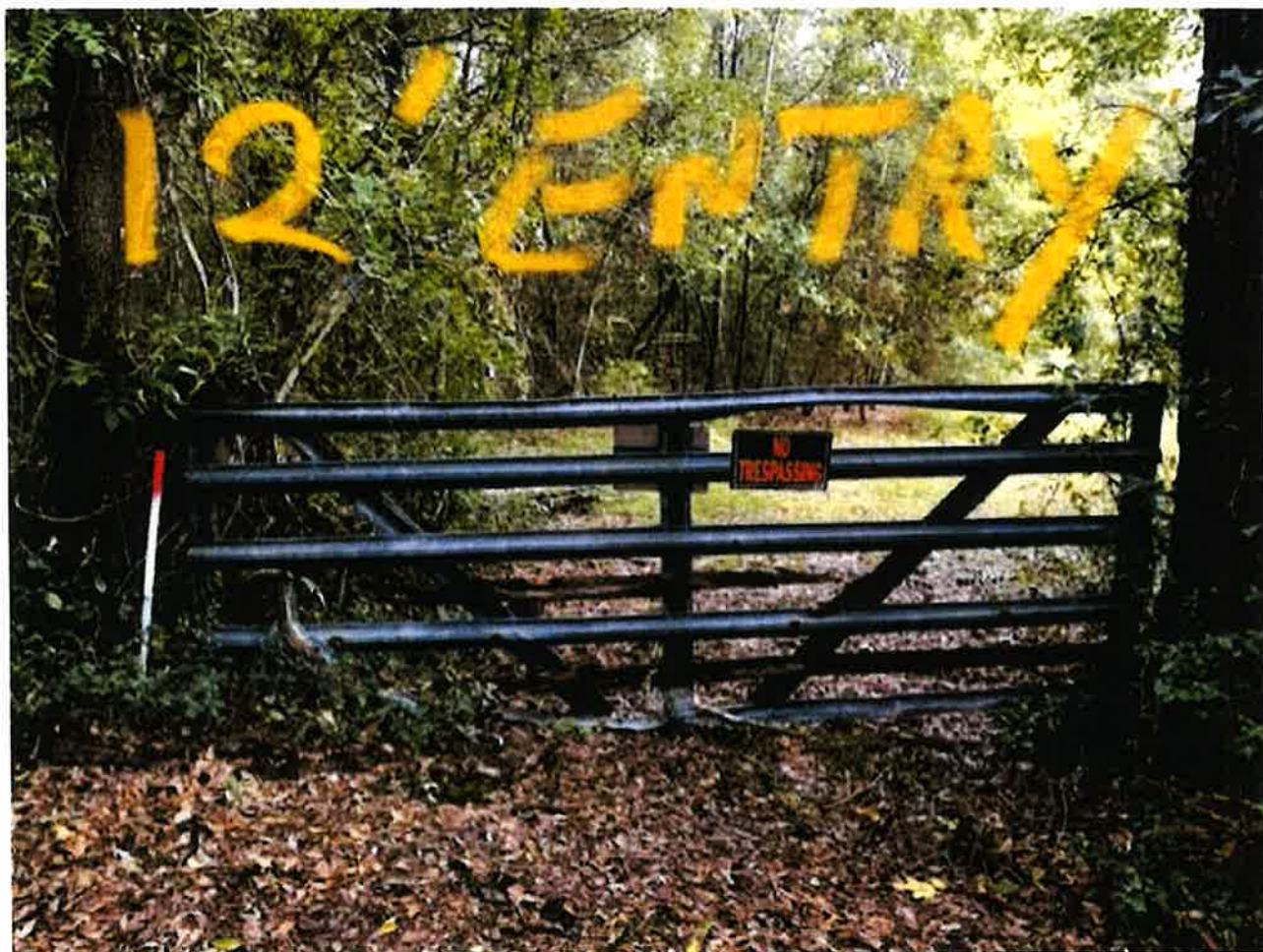


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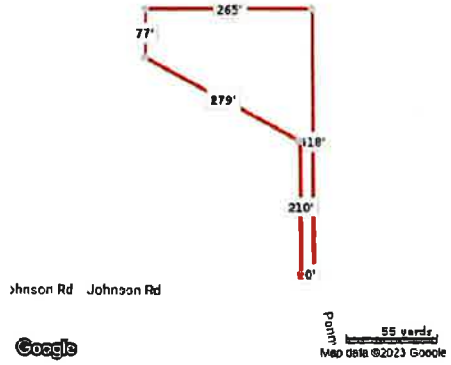




**MINUTES OF NOVEMBER 9, 2023  
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# MINUTES OF NOVEMBER 9, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION



20566 Johnson Rd, Long Beach  
MS 39560


 Owner: Talla S Lock/Dalton Lock  
Tax ID: 0512B-01-010.003

MLS Beds	MLS Baths	MLS Sale Price	MLS Sale Date
4	2	\$156,900	07/22/2013

[Report](#)

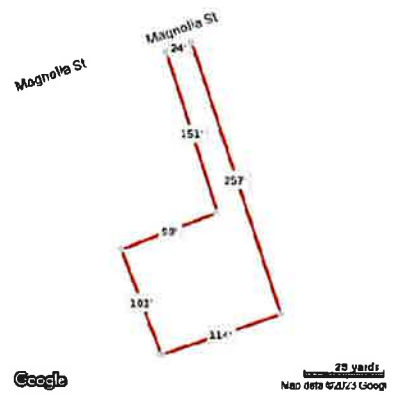


425 Magnolia St, Long Beach  
MS 39560


 Owner: Michael A Shockley/Susan Sh  
Tax ID: 0612F-02-038.000

Beds	Baths	MLS Sale Price	MLS Sale Date
N/A	1	\$30,500	02/07/2020

[Report](#)



211 Magnolia St, Long Beach  
MS 39560

 Owner: Bryan J Roberts/Teresi Caress  
Tax ID: 0512F-02 004.000

Beds	Baths	Sale Price	Sale Date
N/A	N/A	N/A	N/A

[Report](#)





**MINUTES OF NOVEMBER 9, 2023  
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The Clerk reported that thirty (30) notices of public hearing were sent by regular mail to property owners within one hundred sixty feet (160') of the subject property. Notices were also posted on the bulletin boards at City Hall, the Building Official's Office and the Water Department, 201 Jeff Davis Avenue and at the Long Beach Public Library, 209 Jeff Davis Avenue; said notice was ordered as part of these proceedings:

City of Long Beach



**LEGAL NOTICE  
PUBLIC HEARING**

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

Bronwen Jean Hess, 20529 Johnson Road, Long Beach, MS, 39562, has filed an application for a Variance in accordance with the Comprehensive Long Beach Unified Land Ordinance. The applicant is requesting, "a variance to allow town parcels of land to have road access less than the city requirement of 35' road frontage each. A request of 25' for each is being presented." The City's requirement is, Ordinance 598, Section 147: Access to Lots: Every lot shall have access to it that is sufficient to afford a reasonable means of ingress and egress for emergency vehicles, as well as, for all those likely to need or desire access to the property in its intended use. However, no lot shall have less than thirty-five (35) front feet on a street or other improved access as permitted by the planning commission. The location of the request is 20529 Johnson Road, Tax Parcel 0512B-01-C46 000. The legal descriptions are as follows:

26.3 AC(C) BEG AT NE COR OF LOT 1 R INGLIS SUBD SLY ALONG LOT 1517.5 FT TO SE COR OF LOT 16 SWLY ALONG LOT TO SW COR OF LOT 15 NLY ALONG LOT 1278.2 FT E 74.3 FT N 82.2 FT N 36 DG W 30 FT N 21 DG W 156.8 FT TO W LINE OF LOT 2 NLY ALONG LOT 464.9 FT TO NW COR OF LOT 2 ELY ALONG LOT 660 FT TO POB BEING ALL OF LOTS 1 B, 16 & PART OF LOTS 2 & 15 R INGLIS SUBD; ALSO THAT PART OF ROAD LYING BETWEEN LOTS NOW VACATED SEC 15-B-12

A Public Hearing to consider the above Variance request will be held in the City of Long Beach, Mississippi, 39560, November 9, 2023, at 5:30 p.m., in the Long Beach City Hall Meeting Room located at 201 Jeff Davis Avenue. The city encourages all residents, groups and organizations to contact the city if they have any questions concerning the petition.

/s/ signed  
Chairman  
Planning and Development Commission

201 Jeff Davis • P.O. Box 929 • Long Beach, MS 39560 • (228) 867-1576 • FAX (228) 867-1522  
[www.cityoflongbeach.ms.gov](http://www.cityoflongbeach.ms.gov)

NAME AND ADDRESS OF PROPERTY OWNER	NAME AND ADDRESS OF PROPERTY OWNER	NAME AND ADDRESS OF PROPERTY OWNER
Long Family Real Estate Inc 8 Estate Drive Long Beach, MS 39560	Dr Horton Inc- Birmingham 25366 Profit Drive Birmingham, AL 36526	Holt Rentals LLC 1003 Pino Street Long Beach, MS 39560
White Gary E 1004 Pino Street Long Beach, MS 39560	O'Neal Charlene E 1006 Pino Street Long Beach, MS 39560	Granberry Jeffrey L and Katy E 1008 Pino Street Long Beach, MS 39560
Pellegrin Thomas A and Frances B 1010 Pino Street Long Beach, MS 39560	Stojbc Jimmy D and Rachel R 1012 Pino Street Long Beach, MS 39560	Olson Jerry J and Rosalee L 1014 Pino Street Long Beach, MS 39560
Kelley Lois M -L/E- 20532 Johnson Road Long Beach, MS 39560	Stogner William D and Charlene K 20538 Johnson Road Long Beach, MS 39560	Murphy Thomas M 20539 Johnson Road Long Beach, MS 39560
Ulrich Wayne F Sr 20541 Johnson Road Long Beach, MS 39560	Tillman Shirley W 20543 Johnson Road Long Beach, MS 39560	Perryman Joe Keith and Dominicue 920 Marjorie Street Long Beach, MS 39560
Cousins Bernard A - Trustee- PO Box 110 Long Beach, MS 39560	Deoner Jan C and Kathryn M 914 Marjorie Street Long Beach, MS 39560	Haney Joshua Lee 912 Marjorie Street Long Beach, MS 39560
Bell Christa A Mixon 910 Marjorie Street Long Beach, MS 39560	Littlefield James E and Lily P 908 Marjorie Street Long Beach, MS 39560	McCraw Sara 906 Marjorie Street Long Beach, MS 39560
Ladner Bryan T and Laura G PO Box 578 Long Beach, MS 39560	Clark David L and Diane P - Trustees- 5008 Oak Court Long Beach, MS 39560	Habrelcivicz Paul K and Stephanie V 900 Marjorie Street Long Beach, MS 39560
Chatelain Steven E and Arny L 901 Marjorie Street Long Beach, MS 39560	Ruiz Ravan W and Lyela 905 Marjorie Street Long Beach, MS 39560	Casey Tamra K 903 Marjorie Street Long Beach, MS 39560
Clarke Byron J and Jennifer R 5 Chloee Court Long Beach, MS 39560	Chatelain Steven F and Amy L 901 Marjorie Street Long Beach, MS 39560	Daniel Denise L -Trustee- 409 Suzanne Avenue Long Beach, MS 39560

# MINUTES OF NOVEMBER 9, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

AFFIDAVIT

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
CITY OF LONG BEACH


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

1. That she is the duly appointed and acting Minutes Clerk of the City of Long Beach, Mississippi, Planning and Development Commission.
2. That in such capacity, she is responsible for mailing Notices of Public Hearing for the purpose of notifying property owners within one hundred sixty feet (160') of the subject property, when applications for zoning map changes, variances, appeals, etc., are filed, all as stipulated in The Zoning Ordinance Number 598 of the City of Long Beach; and other matters pertaining to such public hearings and the business of the Planning and Development Commission in and for the City of Long Beach;
3. That on October 18, 2023, she did cause to be mailed, Notice of Public Hearing, a copy of which is attached hereto, to fifteen (15) property owners within 160' of 20529 Johnson Road, Tax Parcel 1512B-1-046.000, notifying them that a public meeting will be held, November 9, 2023, to consider an application for a Variance submitted by Bruce Jackson Hass.

Given under my hand this the 18th of October 2023.

  
STACEY DALL, AFFIANT

SWORN TO AND SIGNED before me on this the 18th day of October 2023.

  
NOTARY PUBLIC

-My Commission Expires-



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

### Proof of Publication

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

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

1. No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 2. No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 3. No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 4. No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 5. No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 6. No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 7. No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 8. No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

I do hereby state on oath that said newspaper published and published continuously is published for period of more than twelve months prior to the first publication of said notice.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2023.

  
Publisher

  
Notary Public



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

Vice Chairman Barlow made motion, seconded by Commissioner Kruse and unanimously carried to close the public hearing.



**MINUTES OF NOVEMBER 9, 2023  
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After considerable discussion, Commissioner Levens made motion, seconded by Commissioner Kruse and unanimously carried recommending to approve the application as submitted.

\*\*\*\*\*

Be it remembered that a Regular Meeting before the Long Beach Planning and Development Commission, Long Beach, Mississippi, was begun at 5:30 o'clock p.m., Thursday, the 9th day of November 2023, in the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, and the same being the time, date and place fixed for holding said Regular Meeting.

There were present and in attendance on said Commission and at the meeting the following named persons: Chairman Frank Olaivar, Vice Chairman Shawn Barlow, Commissioners David DiLorenzo, Michael Levens, Trey Gaddy, Jennifer Glenn and Marcia Kruse, Building Official Mike Gundlach, Building Inspector Ryan Ladner and Minutes Clerk Tina M. Dahl.

Absent the regular meeting were Commissioners Nicholas Brown, William Suthoff and City Advisor Bill Hessel.

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

\*\*\*\*\*

Commissioner Glenn made motion, seconded by Commissioner DiLorenzo and unanimously carried to approve the Regular Meeting minutes of October 26, 2023, as submitted.

\*\*\*\*\*

It came for discussion under Unfinished Business a Certificate of Resubdivision for the property located at 20294 Daugherty Road, Tax Parcels 0511B-02-022.000 and 0511B-02-025.000, submitted by Philip B. Keith, III, as follows:

MINUTES OF NOVEMBER 9, 2023  
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

Office use only  
Date Received 9-29-23  
Zoning \_\_\_\_\_  
Agenda Date 10-26-23  
Check Number 5290

APPLICATION FOR CERTIFICATE OF RESUBDIVISION

- I. TYPE OF CASE: CERTIFICATE OF RESUBDIVISION #0511B-02-022,000
- II. ADVALOREM TAX PARCEL NUMBER(S): #0511B-02-025,000
- III. GENERAL LOCATION OF PROPERTY INVOLVED: 20302 ~~Daugherty~~ Daugherty Rd.  
Long Beach MS. 39560
- IV. ADDRESS OF PROPERTY INVOLVED: 20294 Daugherty Rd. Long Beach MS.
- V. GENERAL DESCRIPTION OF REQUEST: Resubdivision of 2 properties  
Into 2 properties.
- VI. REQUIRED ATTACHMENTS:
  - A. Resubdivision Survey and Certificate (see attached example) on no less than 11" X 17" paper.
  - B. Cash or check payable to the City of Long Beach in the amount of \$375.00
  - C. Proof of ownership (copy of recorded warranty deed) if applicable proof of authority to act as agent for owner.

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

VII. OWNERSHIP AND CERTIFICATION:

**READ BEFORE EXECUTING**, the applicant acknowledges that, in signing this application, all conditions and requirements inherent in the process have been fully explained and understood, including the timetable for processing the application, the completed application with all necessary documents and payments must be returned to the Planning office not later than fifteen (15) days before the 2<sup>nd</sup> or 4<sup>th</sup> 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 agree to pay all fees and charges as stated.

Philip B. Keith III  
Name of Rightful Owner (PRINT)

20302 Daugherty Rd.  
Owner's Mailing Address

Long Beach MS. 39560  
City State Zip

228-324-6442  
Phone

[Signature] 9/29/23  
Signature of Rightful Owner Date

\_\_\_\_\_  
Name of Agent (PRINT)

\_\_\_\_\_  
Agent's Mailing Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature of Applicant Date

**MINUTES OF NOVEMBER 9, 2023  
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Due to lack of new information, Vice Chairman Barlow made motion, seconded by Commissioner Levens and unanimously carried to table the application until the next regular scheduled meeting.

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It came for discussion under New Business a Certificate of Resubdivision for the property located at 20529 Johnson Road, Tax Parcel 0512B-01-046.000, submitted by Bronwen Jean Hess, as follows:



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

Office use only  
Date Received 10-16-23  
Zoning R-1  
Agenda Date 11-9-23  
Check Number 990

APPLICATION FOR CERTIFICATE OF RESUBDIVISION

- I. TYPE OF CASE: CERTIFICATE OF RESUBDIVISION
- II. ADVALOREM TAX PARCEL NUMBER(S): 0512 B-01-046.000
- III. GENERAL LOCATION OF PROPERTY INVOLVED: West side of City of Long Beach, North of Railroad St and East of Beatline Rd.
- IV. ADDRESS OF PROPERTY INVOLVED: 20529 Johnson Road Long Beach
- V. GENERAL DESCRIPTION OF REQUEST: Resubdivision of 26 Acres  
Into North part 2 by 4 Acre lots
- VI. REQUIRED ATTACHMENTS:
  - A. Resubdivision Survey and Certificate (see attached example) on no less than 11" X 17" paper.
  - B. Cash or check payable to the City of Long Beach in the amount of \$375.00
  - C. Proof of ownership (copy of recorded warranty deed) if applicable proof of authority to act as agent for owner.

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

VII. OWNERSHIP AND CERTIFICATION:

**READ BEFORE EXECUTING**, the applicant acknowledges that, in signing this application, all conditions and requirements inherent in the process have been fully explained and understood, including the timetable for processing the application, the completed application with all necessary documents and payments must be returned to the Planning office not later than fifteen (15) days before the 2<sup>nd</sup> or 4<sup>th</sup> 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.

Bronwen Jean Hess  
Name of Rightful Owner (PRINT)

20529 Johnson Road  
Owner's Mailing Address

Long Beach MS 39560  
City State Zip

(228) 547-3009  
Phone

Bronwen J. Hess 10/16/2023  
Signature of Rightful Owner Date

\_\_\_\_\_  
Name of Agent (PRINT)

\_\_\_\_\_  
Agent's Mailing Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone

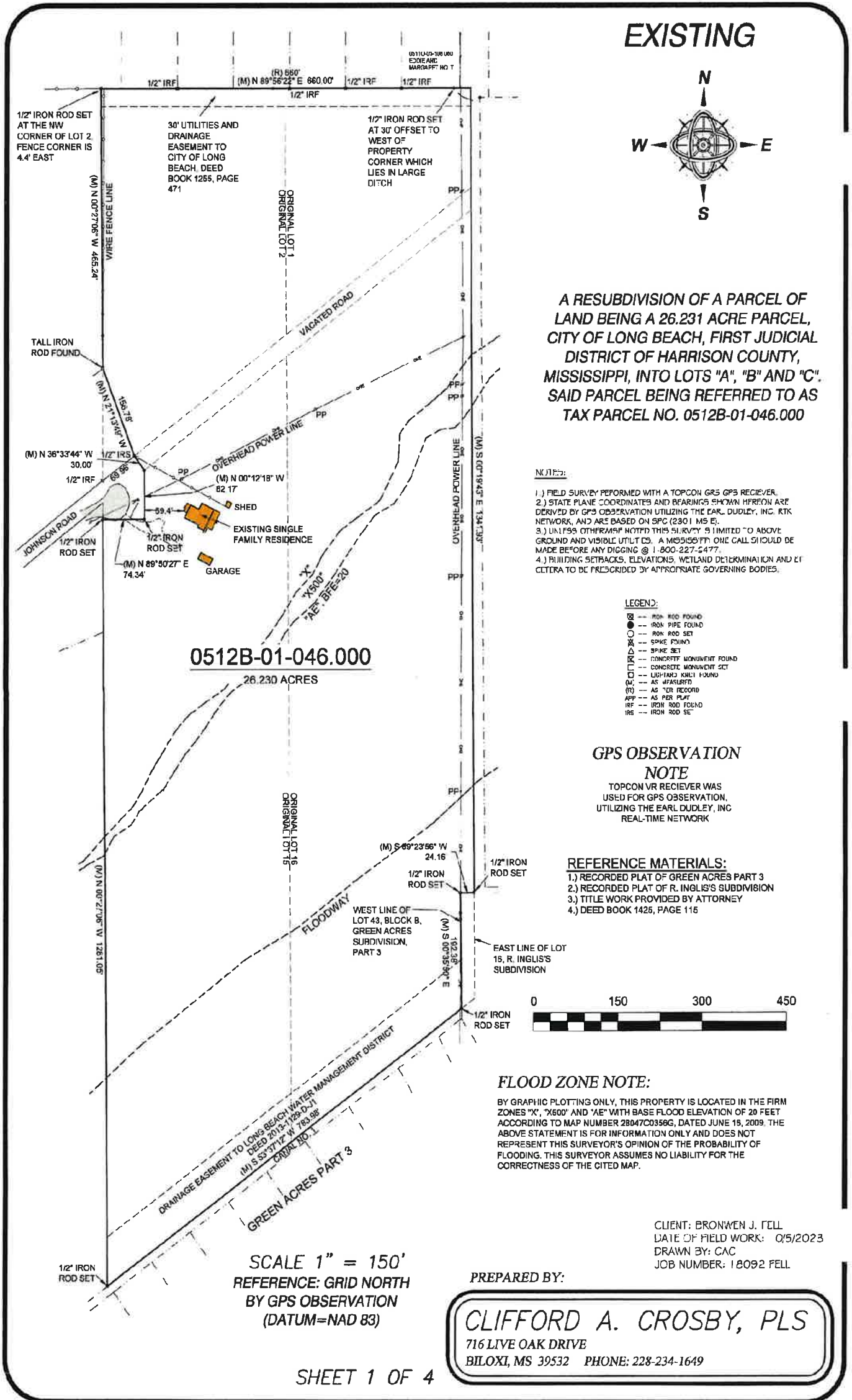
\_\_\_\_\_  
Signature of Applicant Date

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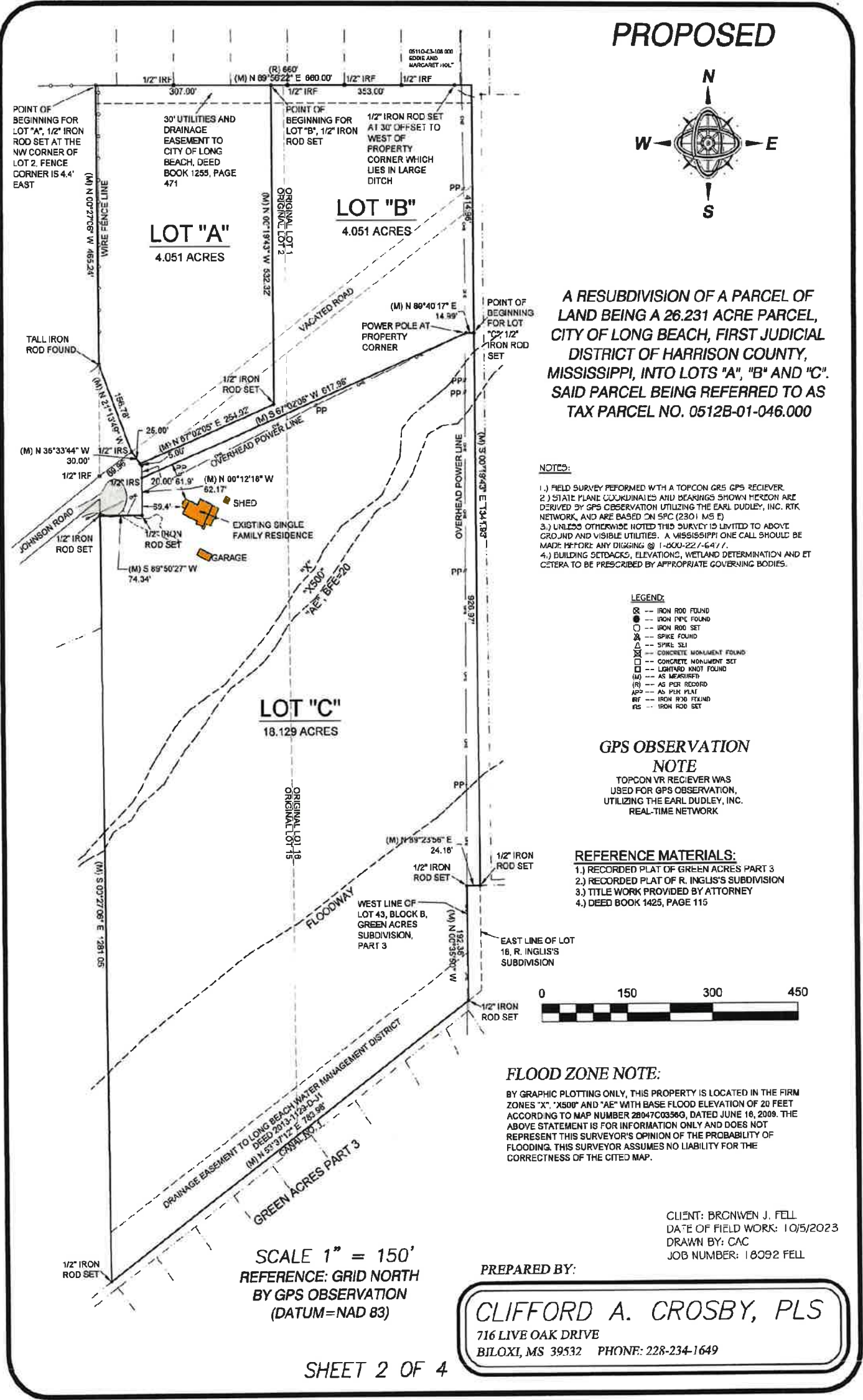


**MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

PROPOSED



A RESUBDIVISION OF A PARCEL OF LAND BEING A 26.231 ACRE PARCEL, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO LOTS "A", "B" AND "C". SAID PARCEL BEING REFERRED TO AS TAX PARCEL NO. 0512B-01-046.000

- NOTES:
- 1.) FIELD SURVEY PERFORMED WITH A TOPCON GR5 GPS RECEIVER.
  - 2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
  - 3.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.
  - 4.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.

- LEGEND:
- ⊗ --- IRON ROD FOUND
  - ⊙ --- IRON PIPE FOUND
  - --- IRON ROD SET
  - ⊕ --- SPIKE FOUND
  - ⊖ --- SPIKE SET
  - --- CONCRETE MONUMENT FOUND
  - ⊠ --- CONCRETE MONUMENT SET
  - ⊡ --- LIGHTED MONUMENT FOUND
  - ⊢ --- AS MEASURED
  - (M) --- AS PER RECORD
  - APP --- AS PER PLAT
  - RF --- IRON ROD FOUND
  - RS --- IRON ROD SET

GPS OBSERVATION  
NOTE  
TOPCON VR RECEIVER WAS USED FOR GPS OBSERVATION, UTILIZING THE EARL DUDLEY, INC. REAL-TIME NETWORK

- REFERENCE MATERIALS:
- 1.) RECORDED PLAT OF GREEN ACRES PART 3
  - 2.) RECORDED PLAT OF R. INGLIS'S SUBDIVISION
  - 3.) TITLE WORK PROVIDED BY ATTORNEY
  - 4.) DEED BOOK 1425, PAGE 115

FLOOD ZONE NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN THE FIRM ZONES "X", "X500" AND "AE" WITH BASE FLOOD ELEVATION OF 20 FEET ACCORDING TO MAP NUMBER 28047C03560, DATED JUNE 16, 2009. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING. THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.

CLIENT: BRONWEN J. FELL  
DATE OF FIELD WORK: 10/5/2023  
DRAWN BY: CAC  
JOB NUMBER: 18092 FELL

PREPARED BY:

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

SCALE 1" = 150'  
REFERENCE: GRID NORTH  
BY GPS OBSERVATION  
(DATUM=NAD 83)

**MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

A RESUBDIVISION OF A PARCEL OF  
LAND BEING A 26.231 ACRE PARCEL,  
CITY OF LONG BEACH, FIRST JUDICIAL  
DISTRICT OF HARRISON COUNTY,  
MISSISSIPPI, INTO LOTS "A", "B" AND "C".  
SAID PARCEL BEING REFERRED TO AS  
TAX PARCEL NO. 0512B-01-046.000

RECORD DESCRIPTION, DEED BOOK 1425, PAGE 115:

Lots 1, 2, 15 and 16, R. INGLIS'S SUBDIVISION, situated in the Northeast 1/4 of the Northwest 1/4 of Section 15, Township 8 South, Range 12 West, City of Long Beach, Harrison County, Mississippi.

AND ALSO that portion of Johnson Road vacated by Judgment entered in the Chancery Court of Harrison County, Mississippi, Cause No. 98-01436, being described as follows:

A portion of land being a portion of the R. Inglis's Subdivision of the Northwest 1/4 of Section 15, Township 8 South, Range 12 West, Harrison County, Mississippi, as shown on the official map or plat thereof on file and of record in the Office of the Chancery Clerk of Harrison County, Mississippi, in Plat Book 10, on Page 26, of the Records of Plats of Harrison County, Mississippi, and being more particularly described as follows:

Commencing at the Northeast corner of Lot 1, being the 1/2 section corner on the North line of said Section 15, thence S 00°09'33" E 164.70 feet to an iron rod at the point of beginning; thence S 00°09'33" E 37.33 feet to the Northeast corner of Lot 16; thence S 53°18'58" W 729.12 feet to a point; thence N 36°41'02" W 30.00 feet to a point; thence N 53°18'58" E 751.34 feet to the point of beginning, containing 22,207.01 square feet or 0.501 acre.

LESS AND EXCEPT a portion of Lot 2, R. Inglis's Subdivision which was conveyed to CHARLES B. KELLEY and wife, LOIS M. KELLEY, by Warranty Deed recorded in Deed Book 1344 at Page 561 in the aforesaid Chancery Clerk's office, being more particularly described as follows, to-wit:

A portion of Lot 2, R. Inglis's Subdivision, situated in the Northeast 1/4 of the Northwest 1/4 of Section 15, Township 8 South, Range 12 West, City of Long Beach, Harrison County, Mississippi, and being more particularly described as follows:

Beginning at an iron rod at the Northwest corner of said Lot 2, R. Inglis's Subdivision; thence along the West line of said Lot 2, S 00°09'33" E 464.85 feet to an iron rod at the point of beginning; thence further along said West line of Lot 2, S 00°09'33" E 187.53 feet to an iron rod; thence N 53°40'57" E 69.96 feet to an iron rod; thence N 21°16'39" W 156.78 feet to the point of beginning. Containing 5,296 square feet.

**LEGAL DESCRIPTIONS OF LOTS CREATED BY THIS SUBDIVISION:**

**LEGAL DESCRIPTION: LOT "A", AS PER SURVEY DIMENSIONS**

A PORTION OF LOT 2, LOT 15 AND THE VACATED ROAD BETWEEN SAID LOTS, R. INGLIS'S SUBDIVISION, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BEING BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):

BEGINNING AT AN IRON ROD SET AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE ALONG THE NORTH LINE OF SAID LOT 2, N89°56'22"E 307.00' TO AN IRON ROD SET; THENCE S00°19'43"E 532.32' TO AN IRON ROD SET; THENCE S67°02'05"W 254.92' TO AN IRON ROD SET ON THE EAST MARGIN OF JOHNSON ROAD; THENCE ALONG SAID EAST MARGIN, N36°33'44"W 25.00' TO AN IRON ROD SET; THENCE N21°13'45"W 156.78' TO A TALL IRON ROD FOUND ON THE WEST LINE OF SAID LOT 2; THENCE ALONG SAID WEST LINE, N00°27'06"W 465.24' TO THE POINT OF BEGINNING, CONTAINING 4.051 ACRES. SAID PROPERTY IS SUBJECT TO A 30 FEET WIDE UTILITIES AND DRAINAGE EASEMENT TO THE CITY OF LONG BEACH ACROSS THE NORTH 30 FEET OF HEREIN DESCRIBED PROPERTY.

**LEGAL DESCRIPTION: LOT "B", AS PER SURVEY DIMENSIONS**

A PORTION OF LOTS 1, 2, 15 AND 16 AND THE VACATED ROAD BETWEEN SAID LOTS, R. INGLIS'S SUBDIVISION, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BEING BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):

COMMENCING AT AN IRON ROD SET AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE ALONG THE NORTH LINE OF SAID LOT 2, N89°56'22"E 307.00' TO AN IRON ROD SET AT THE POINT OF BEGINNING; THENCE ALONG SAID NORTH LINE OF LOT 2 AND THE NORTH LINE OF LOT 1, N89°56'22"E 353.00' TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE EAST LINE OF LOT 1 AND LOT 16, S00°19'43"E 414.96' TO AN IRON ROD SET; THENCE S89°40'17"W 14.99' TO AN EXISTING POWER POLE; THENCE S67°02'05"W 617.98' TO AN IRON ROD SET ON THE EAST MARGIN OF JOHNSON ROAD; THENCE ALONG SAID EAST MARGIN, N00°12'18"W 20.00' TO AN IRON ROD SET; THENCE FURTHER ALONG SAID EAST MARGIN, N36°33'44"W 5.00' TO AN IRON ROD SET; THENCE N67°02'05"E 254.92' TO AN IRON ROD SET; THENCE N00°19'43"W 632.32' TO THE POINT OF BEGINNING, CONTAINING 4.051 ACRES. SAID PROPERTY IS SUBJECT TO A 30 FEET WIDE UTILITIES AND DRAINAGE EASEMENT TO THE CITY OF LONG BEACH ACROSS THE NORTH 30 FEET OF HEREIN DESCRIBED PROPERTY.

**LEGAL DESCRIPTION: LOT "C", AS PER SURVEY DIMENSIONS**

A PORTION OF LOTS 15 AND 16, R. INGLIS'S SUBDIVISION, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BEING BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE EAST LINE OF LOT 1 AND LOT 16, S00°19'43"E 414.96' TO AN IRON ROD SET AT THE POINT OF BEGINNING; THENCE S89°40'17"W 14.99' TO AN EXISTING POWER POLE; THENCE S67°02'05"W 617.98' TO AN IRON ROD SET ON THE EAST MARGIN OF JOHNSON ROAD; THENCE ALONG SAID EAST MARGIN, S00°12'18"E 62.17' TO AN IRON ROD SET; THENCE ALONG THE SOUTH MARGIN OF JOHNSON ROAD, S88°50'27"W 74.34' TO AN IRON ROD SET ON THE WEST LINE OF SAID LOT 15; THENCE ALONG SAID WEST LINE, S00°27'06"E 1261.05' TO AN IRON ROD SET AT THE SOUTHWEST CORNER OF SAID LOT 15; THENCE ALONG THE SOUTH LINE OF SAID LOTS 16 AND 16, N53°37'12"E 763.98' TO AN IRON ROD SET ON THE WEST LINE OF GREEN ACRES SUBDIVISION, PART 3; THENCE ALONG SAID WEST LINE, N00°35'50"W 192.38' TO AN IRON ROD SET AT THE CORNER OF SAID SUBDIVISION; THENCE ALONG THE NORTH LINE OF SAID SUBDIVISION, N89°23'56"E 24.16' TO AN IRON ROD SET ON THE EAST LINE OF SAID LOT 16; THENCE ALONG SAID EAST LINE, N00°10'43"W 926.97' TO THE POINT OF BEGINNING, CONTAINING 18.129 ACRES. SAID PROPERTY BEING SUBJECT TO A DRAINAGE EASEMENT ALONG THE EXISTING CANAL ON THE SOUTH PORTION OF SAID LOTS AS DESCRIBED IN DEED 2013-1129-D-11 OF THE LAND RECORDS OF THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI.

CLIENT: BRONWEN J. FELL  
DATE OF FIELD WORK: 10/5/2023  
DRAWN BY: CAC  
JOB NUMBER: 18092 FELL

**PREPARED BY:**

**CLIFFORD A. CROSBY, PLS**

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

**BOUNDARY NOTE:**

BOUNDARY SURVEYS ARE BASED UPON THE RECORDED SUBDIVISION PLAT IN CASES OF REGULAR SUBDIVISIONS LOTS. BOUNDARY SURVEYS OF PROPERTIES NOT A PART OF A REGULAR SUBDIVISION ARE BASED UPON THE INFORMATION PROVIDED BY THE PARTY REQUESTING THE SURVEY. BOUNDARY SURVEY PLATS REFLECT INFORMATION DISCOVERED BY THE SURVEYOR IN THE NORMAL COURSE OF WORK AND DOES NOT NECESSARILY SHOW EVERY POSSIBLE CONDITION AFFECTING THE PROPERTY. EASEMENTS, SERVITUDES, BUILDING ORDINANCES, ZONING, AND OTHER LEGAL ENCUMBERMENTS MAY EXIST. CONSULT A TITLE ATTORNEY IF YOU WISH TO DISCOVER ALL THE LEGAL ENCUMBERMENTS ATTACHED TO ANY PROPERTY.

SHEET 3 OF 4



**MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

CERTIFICATE OF OWNERSHIP

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

Bronwen J. Fell      October 13, 2023  
BRONWEN F. FELL J. Fell      DATE

Subscribed and sworn to before me, in my presence this 13<sup>th</sup> day of October 2023, a Notary Public in and for the County of Harrison, State of Mississippi.



Shreen A. Meakins  
NOTARY PUBLIC  
My Commission Expires: 02/23/2025

A RESUBDIVISION OF A PARCEL OF LAND BEING A 26.231 ACRE PARCEL, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO LOTS "A", "B" AND "C". SAID PARCEL BEING REFERRED TO AS TAX PARCEL NO. 0512B-01-046.000

CERTIFICATE OF APPROVAL

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

\_\_\_\_\_  
ADMINISTRATOR      DATE

PLANNING COMMISSION

Approved by the City of Long Beach Planning Commission at the regular meeting of said Commission held on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Planning Commission Chairman      Date

ACCEPTANCE

Submitted to and approve by the City of Long Beach, Board of Aldermen, at the regular meeting of said Board of Aldermen held on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

ADOPT:      ATTEST:  
  
\_\_\_\_\_  
MAYOR      CITY CLERK



CERTIFICATE OF SURVEY AND ACCURACY

I, CLIFFORD A. CROSBY, PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTIONS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT ALL MONUMENTS SHOWN ON THIS SURVEY ACTUALLY EXIST AS LOCATED AND THAT ALL DIMENSIONAL AND OTHER DATA SHOWN ARE CORRECT. I ALSO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI".

WITNESS MY SIGNATURE AND SEAL THIS 13<sup>th</sup> DAY OF OCTOBER 2023  
Clifford A. Crosby  
CLIFFORD A. CROSBY, MS PLS 2539

CLIENT: BRONWEN J. FELL  
DATE OF FIELD WORK: 10/5/2023  
DRAWN BY: CAC  
JOB NUMBER: 18092 FELL

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

MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION  
**LONG BEACH FIRE DEPARTMENT**

*Inspector Tim Darden*

645 Klondyke Road  
Long Beach MS 39560

Phone(228) 863-7292  
Fax (228) 868-0070

May 23, 2023

To: Mike Gundloch  
From: Inspector Tim Darden  
Date:October 17, 2023  
Ref: Resubdvision of land

Emergency apparatus access roads shall be unobstructed width not less than 20 feet. Dead-end access roads that exceed 150 feet shall be provided turnaround provisions. This includes private drives . Lot B does not meet the requirements of an access road.

Feel free to call with any questions at (228) 863-7292.

Respectfully

Tim Darden  
Fire Inspector  
Long Beach Fire Department

**mgundlach@cityoflongbeachms.com**

**From:** Joe Culpepper <joe.culpepper@h2oinnovation.com>  
**Sent:** Tuesday, October 17, 2023 8:25 AM  
**To:** mgundlach@cityoflongbeachms.com  
**Subject:** RE: preliminary resubdivison of 20529 johnson road

This does not appear to meet our required ordinance.

I believe that I can spilt water and sewer to serve lots, but the sewer will most likely have to be a private grander station to pump to City ROW.

**Joe Culpepper, P.E.**  
Project Manager



Trusted Utility Partners

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

**MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



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

October 16, 2023

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

**RE: Certificate of Subdivision – Tax Parcel No. 0512B-01-046.000**

Ladies and Gentlemen:

We have received a Certificate of Subdivision for the referenced property, which can be described as a parcel of land situated and being located in Inglis's Subdivision, Section 15, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi. The submitted subdivision proposes to divide an existing lot into three new lots. Proposed Lot "A" will be nearly 4.0 acres in size, with approx. 17.50 feet of street frontage on Johnson Road. Proposed Lot "B" will be nearly 4.0 acres in size, with approx. 12.50 feet of street frontage. Proposed Lot "C" will be nearly 18.22 acres in size, with approx. 151.51 feet of street frontage.

The Certificate itself has all appropriate certifications and information. However, we do see a few issues which are listed below:

- Lot "A":
  - The proposed parcel has 17.50 feet of street frontage on Johnson Road, which doesn't meet the ordinance requirements of 35 feet.
- Lot "B":
  - The proposed parcel has 12.50 feet of street frontage on Johnson Road, which doesn't meet the ordinance requirements of 35 feet.

As always, we have done our best to describe any deficiencies depicted on the proposed subdivisions. The decision to accept or reject this subdivision ultimately resides with the City. We are unaware if the developer has applied for a variance, so perhaps the noted concerns may be acceptable to the City under that variance process.

If acceptable, City approval of the subdivision should be subject to the payment of any required tapping fees or special connection fees as determined by the City's Public Works department.

Sincerely,

Tyler Yarbrough

TY:539

Biloxi | Long Beach | Pascagoula | Daphne



**MINUTES OF NOVEMBER 9, 2023**  
**REGULAR MEETING**  
**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

After discussion and based upon information provided by the Long Beach Fire Department and City Engineer, Commissioner Levens made motion, seconded by Commissioner Gaddy and unanimously carried to approve the application as submitted contingent upon the applicant providing turn around provisions on access road Lot B per the Fire Departments recommendations.

\*\*\*\*\*

It came for discussion under new business, a Certificate of Resubdivison for the property located at 18094 Allen Road, Tax Parcel 0611I-05-011.000, submitted by Glenn Taylor (owner) and Robert Heinrich, Heinrich and Associates (agent), as follows:

MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

Office use only  
Date Received 10/16/23  
Zoning R-1  
Agenda Date 11/9/23  
Check Number 9551

APPLICATION FOR CERTIFICATE OF RESUBDIVISION

- I. TYPE OF CASE: CERTIFICATE OF RESUBDIVISION I
- II. ADVALOREM TAX PARCEL NUMBER(S): 06114-05-011.000
- III. GENERAL LOCATION OF PROPERTY INVOLVED: 18094 ALLEN RD.  
LONG BEACH, MS 39560
- IV. ADDRESS OF PROPERTY INVOLVED: SAME AS ABOVE
- V. GENERAL DESCRIPTION OF REQUEST: Resubdivision of SAID PARCEL  
Into 3 RESIDENTIAL LOT. CURRENT ZONING IS R-1  
(7500 SF MIN.)

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

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

VII. OWNERSHIP AND CERTIFICATION:  
READ BEFORE EXECUTING, the applicant acknowledges that, in signing this application, all conditions and requirements inherent in the process have been fully explained and understood, including the timetable for processing the application, the completed application with all necessary documents and payments must be returned to the Planning office not later than fifteen (15) days before the 2<sup>nd</sup> or 4<sup>th</sup> 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.

GLENN TAYLOR  
Name of Rightful Owner (PRINT)

18094 ALLEN RD.  
Owner's Mailing Address

LONG BEACH, MS 39560  
City State Zip

832-573-6858  
Phone

[Signature]  
Signature of Rightful Owner

10-2-23  
Date

ROBERT HEINRICH HEINRICH & ASSOC.  
Name of Agent (PRINT)

1806 23RD AVE.  
Agent's Mailing Address

GULFPORT MS 39501  
City State Zip

228-896-6768  
Phone

[Signature]  
Signature of Applicant

10-2-23  
Date

**MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

This page must be completed if the property or properties involved have more than one owner. All persons listed as owners to the property or properties listed on page one must complete and sign this part of the application.

*I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or authorized to act as the owner's agent for herein described request.*

NAME OF OWNER (PRINT) MARY TAYLOR

ADDRESS (STREET, CITY, STATE, ZIP CODE) 18094 ALLEN RD., LB, MS 39560

PHONE # (H) SAME (C) \_\_\_\_\_

TAX PARCEL NUMBER(S) OWNED SAME

SIGNATURE Mary Taylor

NAME OF OWNER (PRINT) \_\_\_\_\_

ADDRESS (STREET, CITY, STATE, ZIP CODE) \_\_\_\_\_

PHONE # (H) \_\_\_\_\_ (C) \_\_\_\_\_

TAX PARCEL NUMBER(S) OWNED \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME OF OWNER (PRINT) \_\_\_\_\_

ADDRESS (STREET, CITY, STATE, ZIP CODE) \_\_\_\_\_

PHONE # (H) \_\_\_\_\_ (C) \_\_\_\_\_

TAX PARCEL NUMBER(S) OWNED \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME OF OWNER (PRINT) \_\_\_\_\_

ADDRESS (STREET, CITY, STATE, ZIP CODE) \_\_\_\_\_

PHONE # (H) \_\_\_\_\_ (C) \_\_\_\_\_

TAX PARCEL NUMBER(S) OWNED \_\_\_\_\_

SIGNATURE \_\_\_\_\_

**(Use additional forms as needed)**

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR

SPOKES PERSON/AGENT FOR YOU: HEINRICH & ASSOC. 228-896-6768

MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



Prepared By and Return To  
Schwartz, Ogler & Jordan, PLLC  
12504 Hwy 49  
Gulfport, MS 39503  
(228) 832-8552

File#2101596

Indexing Instructions:  
Part of Lots 19-22, Block 2, Cove's Bend,  
Beulah 15, T8S, R12W, Harrison  
County, 1<sup>st</sup> JD, MS

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:

WILLIAM A. HANSEN, JR.  
DANIEL T. HANSEN, SR.  
STANLEY M. HANSEN, SR.  
surviving joint tenants of MARY D. HANSEN  
supporting documentation of her death being obtained hereby  
201 BOGGS CIRCLE  
LONG BEACH, MS 39560  
(768) 844-6100

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

GLENN TAYLOR and wife, MARY TAYLOR  
as tenants by the entirety with full rights of survivorship and not as tenants in common  
1207 AVENUE G  
HICKORYBURG, TX 77471  
(832) 973-6888

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:

ATTACHED HERETO AS EXHIBIT "A"

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights of way and easements appurtenant 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 and use regulations promulgated by federal, state or local governments affecting the use or occupancy of the subject property.

WITNESS THE SIGNATURES of the Grantors on this the 16th day of March, 2023.

*William A. Hansen, Jr.*  
WILLIAM A. HANSEN, JR.

*Daniel T. Hansen, Sr.*  
DANIEL T. HANSEN, SR.

*Stanley M. Hansen, Sr.*  
STANLEY M. HANSEN, SR.

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

THIS DAY personally appeared before me, the undersigned authority qualified for the jurisdiction aforesaid, WILLIAM A. HANSEN, JR., DANIEL T. HANSEN, SR., and STANLEY M. HANSEN, SR., who acknowledged that they 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 March, 2023.

*Celeste Garcia*  
NOTARY PUBLIC

(SEAL)  
My Commission Expires:



3

EXHIBIT "A"  
LEGAL DESCRIPTION

A parcel of land lying in Lots Twenty (20), Twenty-One (21) and Twenty-Two (22), Block Two (2) of COX'S SUBDIVISION of Section 13, Township 8 South of Range 12 West, the point of beginning for said parcel of land in the Southwest Corner of a lot of land owned by James R. Allen and wife, as shown by Deed recorded in Deed Book 390 at Pages 241-2 of the Land Deed Records of Harrison County, Mississippi (the one North 20 degrees West 238.9 feet to a point) thence West, a distance of 226.52 feet to a point thence in a Southeasterly direction, along a line parallel with the East line of the property hereby conveyed, a distance of 345.1 feet to a point on the North line of a public road, also known as Allens Road, which latter point is 260 feet from the point of beginning thence in a Northeasterly direction, along the North line of a public road, also known as Allens Road, 209 feet to the point of beginning.

Tax Parcel Number: 00111-45-001.000

Prepared By: c. Return to  
Schwartz, Ogler & Jordan, PLLC  
12504 Hwy 49  
Gulfport, MS 39503  
(228) 832-8550



MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

**A RESUBDIVISION OF LOTS TWENTY, TWENTY-ONE AND TWENTY-TWO, BLOCK TWO OF COX'S SUBDIVISION**

City of Long Beach, Harrison County, Mississippi

SHEET 1 OF 4

**CERTIFICATE OF RESUBDIVISION**

In accordance with Article II, Section 3 of the Code of Ordinance (Subdivision Regulations) of the City of Long Beach as amended, it is hereby certified that the Long Beach Planning Commission Chairman and Long Beach Mayor and Board of Aldermen have reviewed and approved the attached Final Plat. The following property has been subdivided from Harrison County ad valorem tax parcel 06111-05-011.000 into 3 new parcels. The subject property is generally described as being located at 18094 Allen Road, and further described as approximately 300 feet East of Gates Avenue, South of Bert Street and North of Allen Road, Long Beach, Mississippi.

**LEGAL DESCRIPTION:**

**(WARRANTY DEED - INSTRUMENT 2021-0003611-D-J1) (OVERALL PARCEL)**

A parcel of land lying in Lots Twenty (20), Twenty-One (21) and Twenty-Two (22), Block Two (2) of COX'S SUBDIVISION of Section 13, Township 8 South of Range 12 West, the point of beginning at the Southwest Corner of a lot of land owned by James R. Allen and wife, as shown by Deed recorded in Deed Book 398 at Pages 241-2 of the Land Deed Records of Harrison County, Mississippi; thence North 28°05'26" West a distance of 208.90 feet to a capped set iron pin; thence run South 27°59'11" East a distance of 118.93 feet to a capped set iron pin; thence run South 62°00'12" West a distance of 208.90 feet to a capped set iron pin; thence run North 62°00'12" East a distance of 119.31 feet to a point on the North margin of Allen Road; thence run North 62°00'12" East a distance of 174.71 feet to a found iron pin located on the North margin of Allen Road; thence run North 62°00'12" East along said North margin a distance of 80.85 feet to a capped set iron pin and the POINT OF BEGINNING, said parcel contains 16,891 square feet or approximately 0.39 acres.

Tax Parcel Number: 06111-05-011.000

The property above described and hereby conveyed is shown and designated on the attached drawing as Lots B and C.

The over all parcel, as per survey contains 58,491 square feet or approximately 0.34 acres.

**LEGAL DESCRIPTION: (LOT 1)**

A parcel of land lying in Lots Twenty (20), Twenty-One (21) and Twenty-Two (22), Block Two (2) of COX'S SUBDIVISION of Section 13, Township 8 South of Range 12 West, the point of beginning for said parcel of land is located at the Southwest Corner of a lot of land owned by James R. Allen and wife, as shown by Deed recorded in Deed Book 398 at Pages 241-2 of the Land Deed Records of Harrison County, Mississippi; thence North 28°05'26" West a distance of 208.90 feet to a capped set iron pin; thence run South 27°59'11" East a distance of 118.93 feet to a capped set iron pin; thence run South 62°00'12" West a distance of 208.90 feet to a capped set iron pin; thence run North 62°00'12" East a distance of 119.31 feet to a point on the North margin of Allen Road; thence run North 62°00'12" East along said North margin a distance of 174.71 feet to a found iron pin located on the North margin of Allen Road; thence run North 62°00'12" East along said North margin a distance of 80.85 feet to a capped set iron pin and the POINT OF BEGINNING, said parcel contains 24,885 square feet or approximately 0.57 acres.

**LEGAL DESCRIPTION: (LOT 2)**

A parcel of land lying in Lots Twenty (20), Twenty-One (21) and Twenty-Two (22), Block Two (2) of COX'S SUBDIVISION of Section 13, Township 8 South of Range 12 West, the point of commencement for said parcel of land is located at the Southwest Corner of a lot of land owned by James R. Allen and wife, as shown by Deed recorded in Deed Book 398 at Pages 241-2 of the Land Deed Records of Harrison County, Mississippi; thence run South 62°00'12" West along the North margin of Allen Road a distance of 119.31 feet to a capped set iron pin and the POINT OF BEGINNING; thence run North 27°59'11" West a distance of 208.90 feet to a capped set iron pin; thence run South 62°00'12" West a distance of 80.95 feet to a capped set iron pin; thence run South 28°09'47" East a distance of 34.19 feet to a found 2" pipe; thence run South 77°59'11" East a distance of 174.71 feet to a found iron pin located on the North margin of Allen Road; thence run North 62°00'12" East along said North margin a distance of 80.85 feet to a capped set iron pin and the POINT OF BEGINNING, said parcel contains 16,891 square feet or approximately 0.39 acres.

**LEGAL DESCRIPTION: (LOT 3)**

A parcel of land lying in Lots Twenty (20) and Twenty-One (21), Block Two (2) of COX'S SUBDIVISION of Section 13, Township 8 South of Range 12 West, the point of commencement for said parcel of land is located at the Southwest Corner of a lot of land owned by James R. Allen and wife, as shown by Deed recorded in Deed Book 398 at Pages 241-2 of the Land Deed Records of Harrison County, Mississippi; thence North 28°05'26" West a distance of 208.90 feet to a capped set iron pin and the POINT OF BEGINNING; thence continue North 28°05'26" West a distance of 30.97 feet to a found iron pin located on the South margin of Bert Street; thence run South 89°44'28" West a distance of 226.23 feet to a found 1/2" pipe; thence run South 28°09'52" East a distance of 136.26 feet to a capped set iron pin; thence run North 62°00'12" East a distance of 199.89 feet to a capped set iron pin and the POINT OF BEGINNING, said parcel contains 16,716 square feet or approximately 0.38 acres.

08-16-2023 TLT

**Rumsey Consulting Engineering, Inc.**  
Planning, Surveying, Design  
910 Howard Avenue  
Biloxi, Mississippi 39530  
(228) 432-9314

MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

A RESUBDIVISION OF LOTS TWENTY, TWENTY-ONE AND TWENTY-TWO, BLOCK TWO  
OF COX'S SUBDIVISION

City of Long Beach, Harrison County, Mississippi

SHEET 2 OF 4

CERTIFICATE OF OWNERSHIP

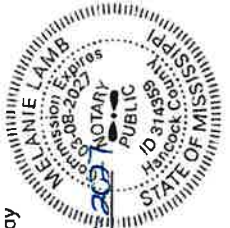
I hereby certify that I am, the owner of the property described hereon, which property is within the subdivision regulation jurisdiction of the City of Long Beach, and that I freely adopt this plan of subdivision.

Mary Taylor  
OWNER  
Mary Taylor  
DATE 10-2-23  
10-02-23

CERTIFICATE OF NOTARY PUBLIC

Subscribed and sworn to before me, in my presence this 2<sup>nd</sup> day of October, 2023, a Notary Public in and for the County of Harrison, State of Mississippi.

Melanie Lamb  
NOTARY PUBLIC  
My Commission Expires: 02-08-2027



CERTIFICATE OF SURVEY AND ACCURACY

I hereby certify that this map drawn by me or drawn under my supervision from actual survey made by me or actual survey made under my supervision along with information from a deed description recorded by instrument 2021-0003611-D-J1 in accordance with all applicable codes and ordinances. Witness my original signature, Registration Number and date of this 18th day of September, 2023.

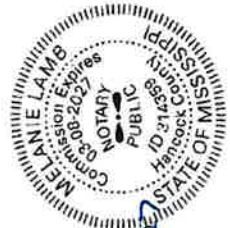
Lawrence C. Rumsey  
LAWRENCE C. RUMSEY, P.L.S.  
Mississippi Registration Number 2283



CERTIFICATE OF NOTARY PUBLIC

Subscribed and sworn to before me, in my presence this 2<sup>nd</sup> day of October, 2023, a Notary Public in and for the County of Harrison, State of Mississippi.

Melanie Lamb  
NOTARY PUBLIC  
My Commission Expires: 02-08-2027



CERTIFICATE OF APPROVAL

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

ADMINISTRATOR \_\_\_\_\_ DATE \_\_\_\_\_

PLANNING COMMISSION

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

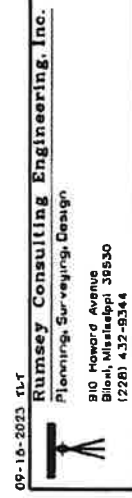
PLANNING COMMISSION CHAIRMAN \_\_\_\_\_ DATE \_\_\_\_\_

ACCEPTANCE

Submitted to and approved by the City of Long Beach, Board of Alderman, at the regular meeting of said Board of Alderman held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ADOPT: \_\_\_\_\_ ATTEST: \_\_\_\_\_

MAYOR \_\_\_\_\_ CITY CLERK \_\_\_\_\_



MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

A RESUBDIVISION OF LOTS TWENTY, TWENTY-ONE AND TWENTY-TWO, BLOCK TWO  
OF COX'S SUBDIVISION

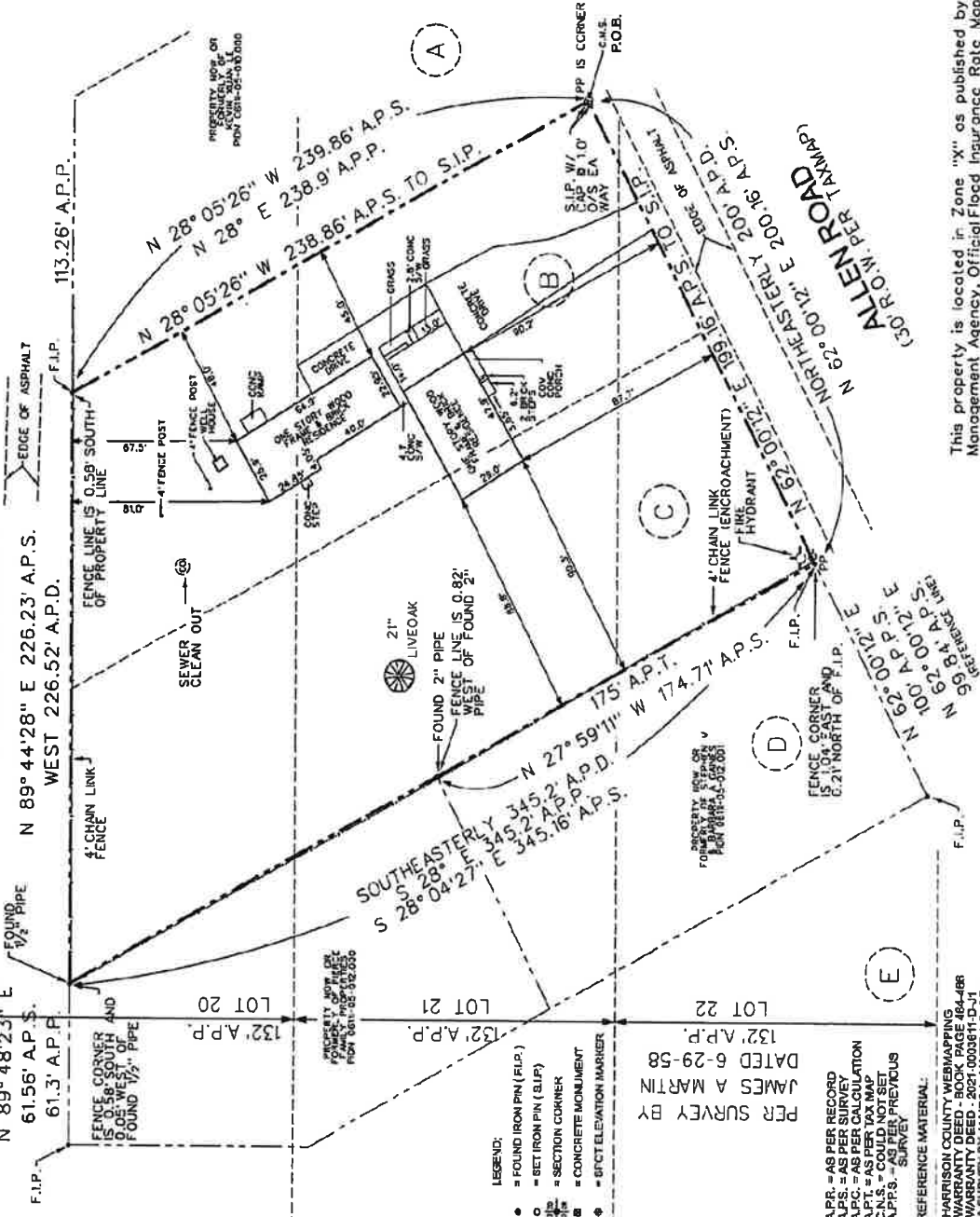
City of Long Beach, Harrison County, Mississippi

SHEET 3 OF 4



SCALE: 1" = 50'  
CLASS 'B' SURVEY

BERT STREET  
(40' R.O.W. PER TAXMAP)  
WEST 226.52' A.P.D.  
N 89° 44' 28" E 226.23' A.P.S.



NOTES:  
THIS SURVEY WAS PERFORMED FROM INFORMATION PROVIDED BY CLIENT AND FIELD RESEARCH. THIS IS A FIELD SURVEY AND NOT A CURRENT SURVEY. THE SURVEYOR HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROPERTY OR RECORDS TO VERIFY THE ACCURACY OF THE INFORMATION PROVIDED. ONLY VISIBLE ABOVE GROUND IMPROVEMENTS WERE LOCATED AS A PART OF THIS SURVEY.

LEGAL DESCRIPTION:  
[WARRANTY DEED - INSTRUMENT 2021-0003611-D-11] (OVERALL PARCEL)

A parcel of land lying in Lots Twenty (20), Twenty-One (21) and Twenty-Two (22), Block Two (2) of COX'S SUBDIVISION of Section 13, Township 8 South of Range 12 West, the point of beginning for said parcel of land in the Southwest Corner of a lot of land owned by James R. Allen and wife, as shown by Deed recorded in Deed Book 398 at Pages 241-2 of the Land Deed Records of Harrison County, Mississippi; thence North 28 degrees West 238.9 feet to a point; thence South 28 degrees West 226.52 feet to a point; thence run a Southeasterly direction, along a line parallel with the East line of the property hereby conveyed, a distance of 345.2 feet to a point on the North line of a public road, also known as Allens Road, which latter point is 200 feet from the point of beginning; thence North easterly direction, along the North line of a public road, also known as Allens Road, 200 feet to the point of beginning.

Tax Parcel Number: 06111-05-011.000

The property above described and hereby conveyed is shown and designated on the attached drawing as Lots B and C.

The over all parcel, as per survey contains 58,491 square feet or approximately 0.34 acres.

CERTIFICATION:

This is to certify that I have surveyed the property hereon described and delineated and that the measurements and other data indicated are true and correct to the best of my knowledge and belief.

Lawrence C. Rumsey, P.L.S.  
MS Reg. No. 2283  
September 18, 2023



This property is located in Zone "X" as published by the Federal Emergency Management Agency, Official Flood Insurance Rate Map, Community Panel No. 2852570357G, effective date June 16, 2009.

HARRISON COUNTY, MISSISSIPPI  
WARRANTY DEED - BOOK PAGE 484-488  
WARRANTY DEED - 2021-0003611-D-11  
A SURVEY BY JAMES A. MARTIN, DATED  
JULY 28, 1958

COXSUBDPF 07/19/2023 10:46:52 AM

10-16-2023 4:41  
LAWRENCE C. RUMSEY  
SURVEYOR  
90 Howard Avenue  
Biloxi, Mississippi 39266  
2281-421-2947



# MINUTES OF NOVEMBER 9, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

## A RESUBDIVISION OF LOTS TWENTY, TWENTY-ONE AND TWENTY-TWO, BLOCK TWO OF COX'S SUBDIVISION

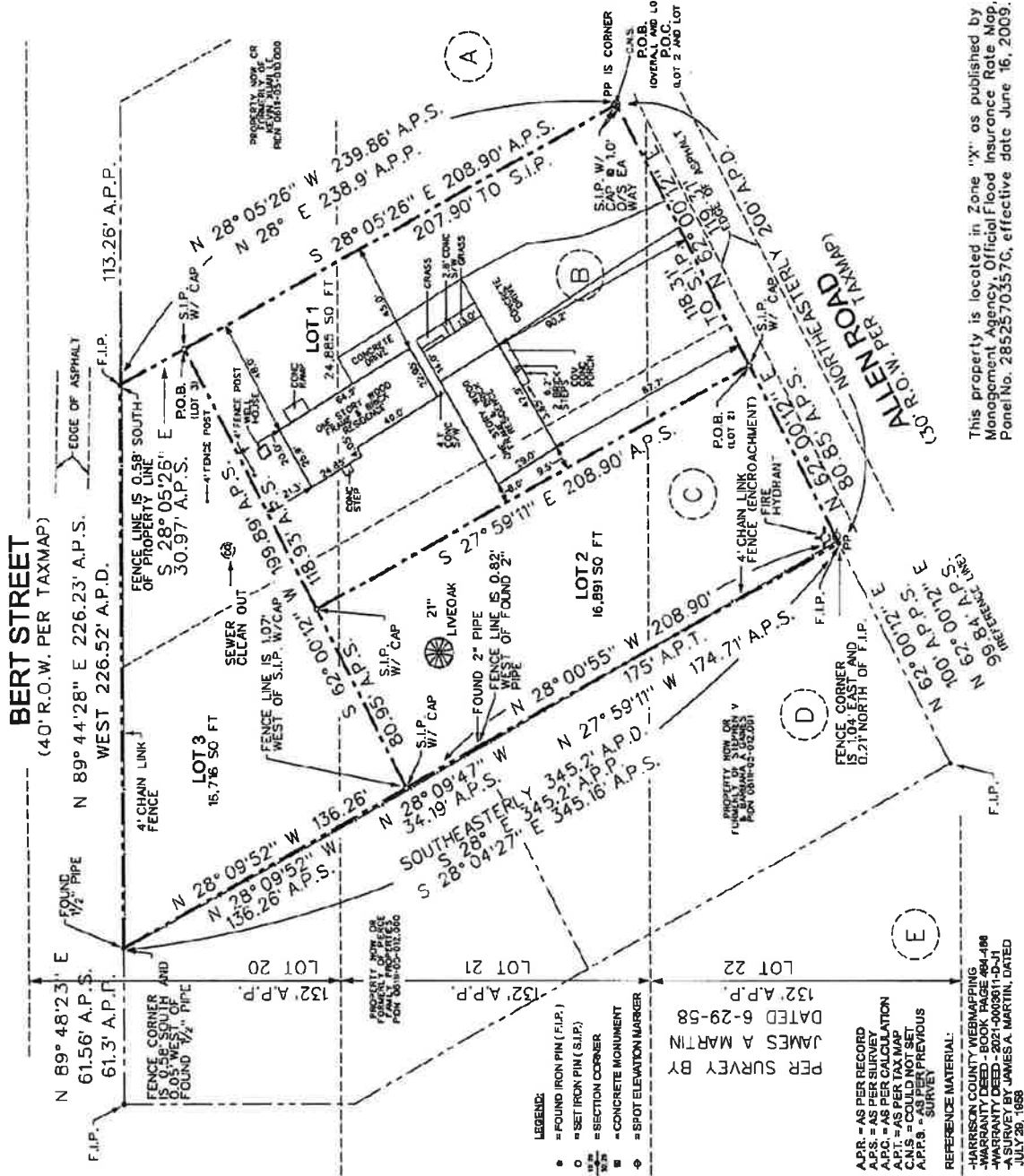
City of Long Beach, Harrison County, Mississippi

SHEET 4 OF 4



SCALE: 1" = 50'  
CLASS 'B' SURVEY

**BUILDING SETBACKS:**  
FYSB = 25'  
SYSB = 8'  
RYSB = 15'



**NOTES:**

THIS SURVEY WAS PERFORMED FROM INFORMATION PROVIDED BY CLIENT AND LIMITED RESEARCH CONDUCTED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THIS SURVEY MAY NOT SHOW ALL EASEMENTS AND OTHER RESTRICTIONS OF RECORD.  
ONLY VISIBLE ABOVE GROUND IMPROVEMENTS WERE LOCATED  
AS A PART OF THIS SURVEY

**LEGAL DESCRIPTION: (LOT 1)**

A parcel of land lying in Lots Twenty (20), Twenty-One (21) and Twenty-Two (22), Block Two (2) of COX'S SUBDIVISION of Section 13, Township 8 South of Range 12 West, the point of beginning for said parcel of land is located at the Southwest Corner of a lot of land owned by James R. Allen and wife, as shown by Deed recorded in Deed Book 398 at Pages 241-2 of the Land Deed Records of Harrison County, Mississippi; thence North 28° 05' 26" West a distance of 208.90 feet to a capped set iron pin; thence run South 67° 00' 12" West a distance of 18.93 feet to a capped set iron pin; thence run South 27° 59' 11" East a distance of 208.90 feet to a capped set iron pin and a point on the North margin of Allen Road; thence run North 62° 00' 12" East along said North margin of Allen Road a distance of 119.31 feet to a point and the Point of Beginning, said parcel contains 24,885 square feet or approximately 0.57 acres.

**LEGAL DESCRIPTION: (LOT 2)**

A parcel of land lying in Lots Twenty (20), Twenty-One (21) and Twenty-Two (22), Block Two (2) of COX'S SUBDIVISION of Section 13, Township 8 South of Range 12 West, the point of commencement for said parcel of land is located at the Southwest Corner of a lot of land owned by James R. Allen and wife, as shown by Deed recorded in Deed Book 398 at Pages 241-2 of the Land Deed Records of Harrison County, Mississippi; thence run South 62° 00' 12" West along the North margin of Allen Road a distance of 119.31 feet to a capped set iron pin and the POINT OF BEGINNING; thence run North 27° 59' 11" West a distance of 208.90 feet to a capped set iron pin; thence run South 62° 00' 12" West a distance of 80.95 feet to a capped set iron pin; thence run South 28° 09' 47" East a distance of 34.19 feet to a found 2" pipe; thence run South 27° 59' 11" East a distance of 174.71 feet to a found iron pin located on the North margin of Allen Road; thence run North 62° 00' 12" East along said North margin of Allen Road a distance of 80.85 feet to a capped set iron pin and the POINT OF BEGINNING, said parcel contains 16,891 square feet or approximately 0.39 acres.

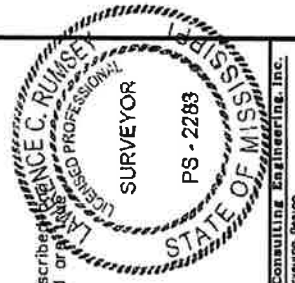
**LEGAL DESCRIPTION: (LOT 3)**

A parcel of land lying in Lots Twenty (20) and Twenty-One (21), Block Two (2) of COX'S SUBDIVISION of Section 13, Township 8 South of Range 12 West, the point of commencement for said parcel of land is located at the Southwest Corner of a lot of land owned by James R. Allen and wife, as shown by Deed recorded in Deed Book 398 at Pages 241-2 of the Land Deed Records of Harrison County, Mississippi; thence North 28° 05' 26" West a distance of 208.90 feet to a capped set iron pin and the POINT OF BEGINNING; thence continue North 28° 05' 26" West a distance of 30.97 feet to a found iron pin located on the South margin of Bert Street; thence run South 89° 44' 28" West a distance of 226.23 feet to a found 1 1/2" pipe; thence run South 28° 09' 52" East a distance of 136.26 feet to a capped set iron pin; thence run North 62° 00' 12" East a distance of 199.89 feet to a capped set iron pin and the POINT OF BEGINNING, said parcel contains 16,716 square feet or approximately 0.38 acres.

**CERTIFICATION:**

This is to certify that I have surveyed the property hereon described, delineated and that the measurements and other data indicated are correct to the best of my knowledge and belief.

Lawrence C. Rumsby, P.L.S.  
MS Reg. No. 2283  
September 18, 2023



This property is located in Zone "X" as published by the Federal Emergency Management Agency, Official Flood Insurance Rate Map, Community Panel No. 28525703576, effective date June 16, 2009.

Planning, Surveying, Design  
910 Howard Avenue  
Biloxi, Mississippi 39204  
1228 622-1344



**MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Special Tap Fee: 18094 Allen Rd			
Date: 10-20-23			
SEWER AND WATER TAP			
<b>MATERIALS:</b>			
QTY.		ITEM	PRICE
2	EA	8X6 TEE WYE	\$59.25
2	EA	6X6 TEE WYE	\$47.50
2	EA	6" CAP	\$11.80
42	FT	6"SDR 27	\$10.12
1	EA	8"X1" Tap Saddles	\$76.00
2	EA	1" Corp Stop	\$54.15
2	EA	1" Curb Stop	\$57.00
80	FT	1" Roll Tube	\$0.55
2	EA	Meter Box	\$72.00
6	TON	LIMESTONE	\$41.00
1	EA	Asphalt Patch	\$550.00
<b>TOTAL MATERIAL COST</b>			<b>\$1,944.44</b>
<b>EQUIPMENT:</b>			
QTY.		ITEM	PRICE
16	HRS	161-TRACK HOE	\$45.00
16	HRS	DUMP TRUCK/ Trailer	\$50.00
16	HRS	CREW TRUCK	\$15.00
8	HRS	ASPHALT TRAILER	\$40.00
<b>TOTAL EQUIPMENT COST</b>			<b>\$2,080.00</b>
<b>LABOR:</b>			
<b>LABOR</b>			<b>TOTAL</b>
			<b>\$1,744.67</b>
<b>TOTAL LABOR COST</b>			<b>\$1,744.67</b>
<b>FUEL:</b>			
<b>TOTAL MATERIAL COST</b>			<b>TOTAL</b>
<b>TOTAL EQUIPMENT COST</b>			<b>\$1,944.44</b>
<b>TOTAL LABOR COST</b>			<b>\$2,080.00</b>
<b>TOTAL</b>			<b>\$1,744.67</b>
<b>15% FUEL COST</b>			<b>\$865.37</b>
<b>PLEASE REMIT MATERIAL AND EQUIPMENT COST TO:</b>			<b>\$4,024.44</b>
City of Long Beach			
P.O. Box 591			
Long Beach, MS 39560			
<b>PLEASE REMIT LABOR &amp; FUEL COST TO:</b>			<b>\$2,610.03</b>
H2O Innovation			
P.O. Box 591			
Long Beach, MS 39560			
<b>TOTAL WATER TAP FEE COST</b>			<b>\$6,634.47</b>

**MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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



**OVERSTREET  
& ASSOCIATES  
CONSULTING ENGINEERS**

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

October 16, 2023

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

**RE: Certificate of Subdivision – Tax Parcel No. 06111-05-011.000**

Ladies and Gentlemen:

We have received a Certificate of Subdivision for the referenced property, which can be described as a parcel of land situated and being located in Cox's Subdivision, Section 13, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi. The submitted subdivision proposes to divide an existing parcel into three new parcels. Proposed Lot "1" will be nearly 0.571 acres in size, with approx. 119.31 feet of street frontage on Allen Road. Proposed Lot "2" will be nearly 0.387 acres in size, with approx. 80.85 feet of street frontage on Allen Road. Proposed Lot "3" will be nearly 0.383 acres in size, with approx. 226.23 feet of street frontage on Bert Street.

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

Sincerely,

Tyler Yarbrough

TY:539

After discussion and upon recommendation by the City Engineer, Vice Chairman Barlow made motion, seconded by Commissioner Glenn and unanimously carried to approve the application as submitted.

\*\*\*\*\*

**MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

It came for discussion under New Business a Certificate of Resubdivision for the property located at 0 Magnolia Street and 0 South Girard Avenue, Tax Parcel 0612F-02-035.001, submitted by Edward Guillie, as follows:



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

Office use only  
Date Received 10/20/23  
Zoning R-3  
Agenda Date 11/9/23  
Check Number 1004

APPLICATION FOR CERTIFICATE OF RESUBDIVISION

I. TYPE OF CASE: **CERTIFICATE OF RESUBDIVISION**

II. ADVALOREM TAX PARCEL NUMBER(S): 0612F-02-035.001

III. GENERAL LOCATION OF PROPERTY INVOLVED: Magnolia st & S. Girard Ave

IV. ADDRESS OF PROPERTY INVOLVED: \_\_\_\_\_

V. GENERAL DESCRIPTION OF REQUEST: Resubdivision of Make 7 Lot's  
Into \_\_\_\_\_

VI. **REQUIRED ATTACHMENTS:**

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

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

VII. **OWNERSHIP AND CERTIFICATION:**

**READ BEFORE EXECUTING**, the applicant acknowledges that, in signing this application, all conditions and requirements inherent in the process have been fully explained and understood, including the timetable for processing the application, the completed application with all necessary documents and payments must be returned to the Planning office not later than fifteen (15) days before the 2<sup>nd</sup> or 4<sup>th</sup> 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 agree to pay all fees and charges as stated.

Edward Guillie  
Name of Rightful Owner (PRINT)

\_\_\_\_\_  
Name of Agent (PRINT)

401 Mason Ave  
Owner's Mailing Address

\_\_\_\_\_  
Agent's Mailing Address

Long Beach Ms 39560  
City State Zip

\_\_\_\_\_  
City State Zip

985-445-4288  
Phone

\_\_\_\_\_  
Phone

[Signature] 19/Sept/23  
Signature of Rightful Owner Date

\_\_\_\_\_  
Signature of Applicant Date

# MINUTES OF NOVEMBER 9, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Prepared By & Return To:  
Schwartz, Ogler & Jordan, PLLC  
1206 Hwy 49  
Gulfport, MS 39503  
(228) 832-8550  
Our Fax: 311339

Index As:  
Lots 7, 8 & N 200' of Lots 5 & 6, Blk 1  
Seal City Addition, Harrison County,  
1<sup>st</sup> JD, 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, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned,

SHELTER ROCK TWO, LLC  
A MS Limited Liability Company  
1750 ST. CHARLES AVENUE, UNIT #501  
NEW ORLEANS, LA 70130  
*(504) 525-7794*

does hereby sell, convey and warrant unto

EDWARD GULLIE and wife, CHRISTIE GULLIE  
as tenants by the entirety with full rights of survivorship and not as tenants in common  
401 MASON AVENUE  
LONG BEACH, MS 39560  
(985) 445-4288

the following described land and property being located in Harrison County, Mississippi, being more

particularly described as follows, to-wit:

#### 2.16 ACRE DESCRIPTION:

A parcel of land situated in the First Judicial District of Harrison County, Mississippi, and being more particularly described as follows:

Lots Seven (7), Eight (8) and the North 200 feet of Lots Five (5) and Six (6), all being in Block One (1) of SEAL CITY ADDITION, 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 11 at Page 8 (Copy Book 11 at Page 367), reference to which is hereby made in aid of and as a part of this description. This parcel containing 2.16 acres, more or less and being a part of Long Beach, First Judicial District of Harrison County, Mississippi.

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

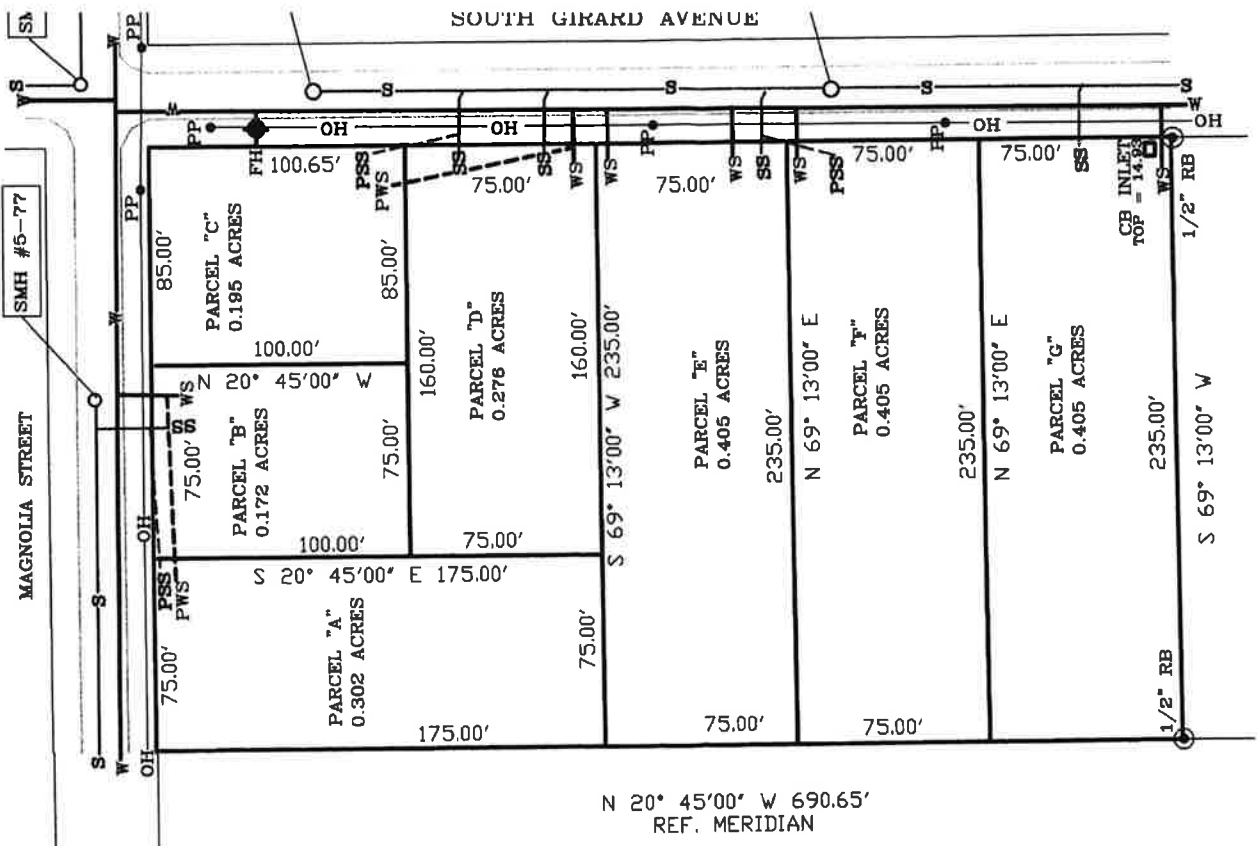
THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way and easements applicable to subject property, and subject to any and all prior recorded reservations, conveyances and leases of oil, gas and minerals by previous owners.

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

IN WITNESS WHEREOF, SHELTER ROCK TWO, LLC has caused this conveyance to be executed by its duly authorized officer, having first been duly authorized to do so, on this the 22nd day of August, 2023.

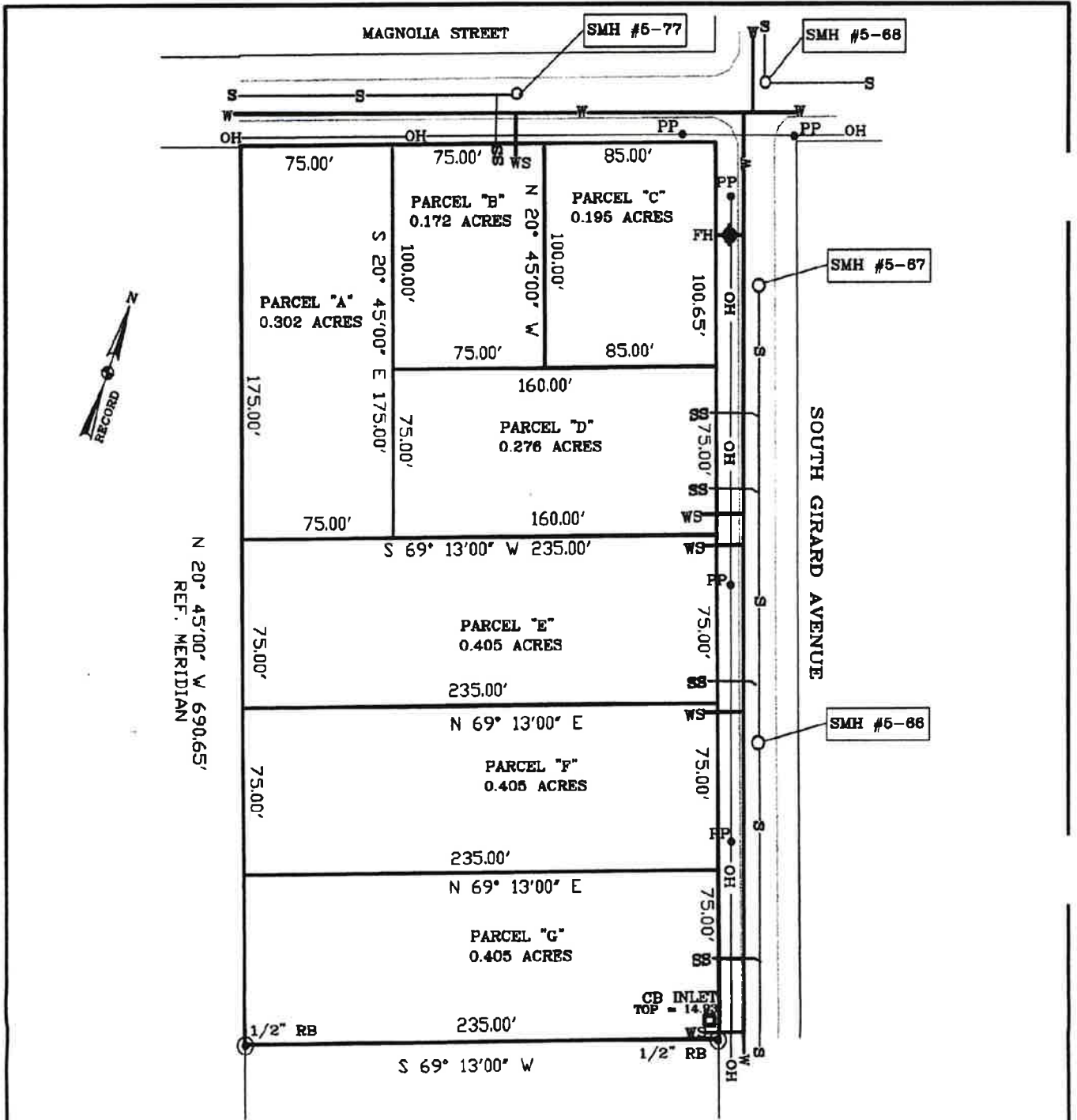
SHELTER ROCK TWO, LLC

*Hugh J. Steel*  
By: HUGH J. STEEL, Manager/Member





**MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**EXISTING UTILITIES**

- OH - OVERHEAD POWER LINE
- PP - POWER POLE
- W - WATER LINE
- WS - WATER SERVICE
- S - SEWER MAIN
- SS - SEWER SERVICE

**NOTES:**

- ALL SERVICES LOCATED AT GRADE
- SS ARE ALL 6" PIPE
- WS ARE ALL 1" PIPE
- ALL SERVICES ARE APPROXIMATELY 4' FROM HIGHWAY

PROPERTY IS LOCATED IN FLOOD ZONE "X". THIS INFORMATION IS BASED ON FLOOD INSURANCE RATE MAP 28047C 0358G AND 28047C 0357G DATED 06/16/2009. IT IS CONTRACTOR'S RESPONSIBILITY TO VERIFY FLOOD ZONE AND BASE FLOOD ELEVATION PRIOR TO THE COMMENCING OF ANY WORK DEPENDANT ON SUCH INFORMATION. THE FLOOD ZONE SHOWN HEREON IS SUBJECT TO CHANGE WITHOUT NOTICE.

**RESUBDIVISION TRACT  
2.16 ACRES**

(IMPROVEMENTS NOT SHOWN)

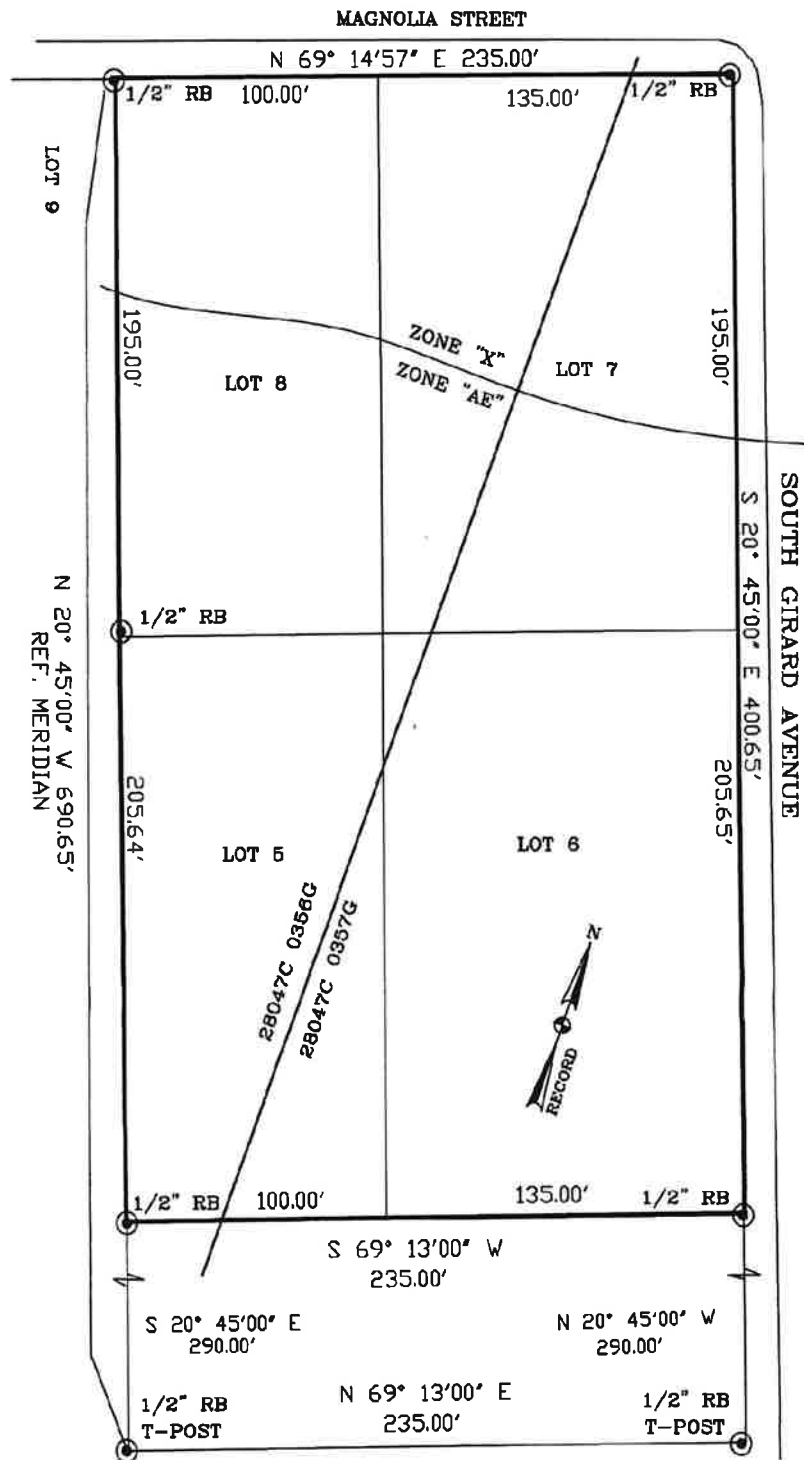


REVISED 10-19-23

<b>HATTAWAY ENGINEERING INC.</b> P.O. BOX 383 CARRIERS, MISSISSIPPI 39426		
SCALE 1" = 50'	DATE 8/16/23	BY DAVID L. HATTAWAY
SURVEY FOR: EDWARD GULLIE		CLASS: DLH CLASS "C" SURVEY
DAVID L. HATTAWAY, P.E. NO. 12611 P.L.S. NO. 3018		DATE: 10-18-23 8-16-23



**MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



PROPERTY ID LOCATED IN FLOOD ZONE "X" AND ZONE "AE19". THIS INFORMATION IS BASED ON FLOOD INSURANCE RATE MAP 28047C 0356G AND 28047C 0357G DATED 08/18/2009. IT IS CONTRACTORS RESPONSIBILITY TO VERIFY FLOOD ZONE AND BASE FLOOD ELEVATION PRIOR TO THE COMMENCING OF ANY WORK DEPENDANT ON SUCH INFORMATION. THE FLOOD ZONE SHOWN HEREON IS SUBJECT TO CHANGE WITHOUT NOTICE.

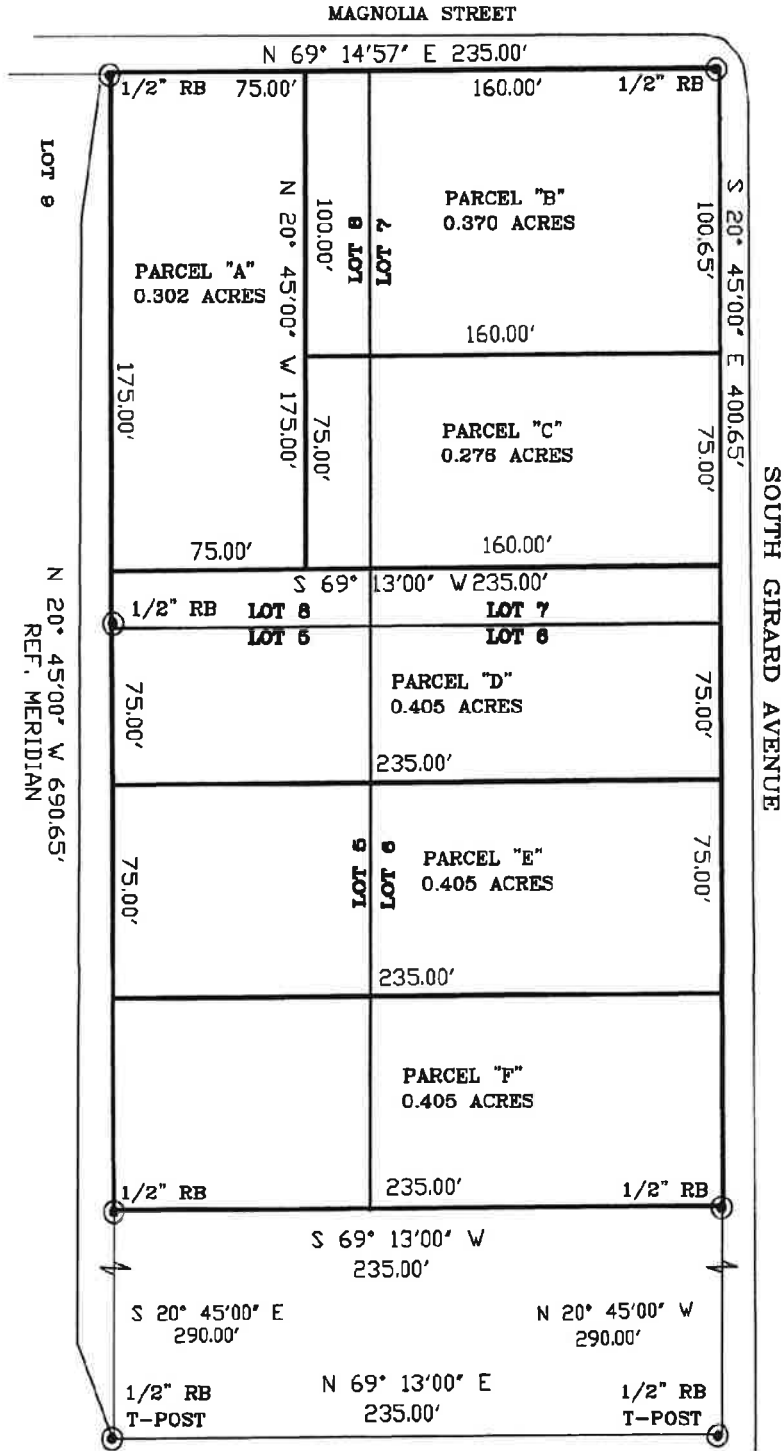
**PARENT TRACT  
2.16 ACRES  
(IMPROVEMENTS NOT SHOWN)**



<b>HATTAWAY ENGINEERING INC.</b> P.O. BOX 363 CARRIERE, MISSISSIPPI 39426		
SCALE: 1" = 50'	DATE: 8/18/23	CLASS "c" SURVEY
<b>SURVEY FOR: EDWARD GUILLIE</b>		
DAVID L. HATTAWAY, P.E. NO. 12811 P.L.S. NO. 3018		8-16-23



**MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



PROPERTY IS LOCATED IN FLOOD ZONE "X". THIS INFORMATION IS BASED ON FLOOD INSURANCE RATE MAP 28047C 0356G AND 28047C 0357G DATED 06/16/2009. IT IS CONTRACTORS RESPONSIBILITY TO VERIFY FLOOD ZONE AND BASE FLOOD ELEVATION PRIOR TO THE COMMENCING OF ANY WORK DEPENDANT ON SUCH INFORMATION. THE FLOOD ZONE SHOWN HEREON IS SUBJECT TO CHANGE WITHOUT NOTICE.

**RESUBDIVISION TRACT  
2.16 ACRES  
(IMPROVEMENTS NOT SHOWN)**



<b>HATTAWAY ENGINEERING INC.</b> P.O. BOX 363 CARRIERE, MISSISSIPPI 39426		
SCALE: 1" = 60'	APPROVED BY: DAVID L. HATTAWAY	PREPARED BY: DLH
DATE: 8/16/23	CLASS "C" SURVEY	
SURVEY FOR: EDWARD GULLIE		
DAVID L. HATTAWAY, P.E. NO. 12811 P.L.S. NO. 3018		DEPARTMENT OF REVENUE 8-16-23



MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

SURVEY WITH CERTIFICATE OF SUBDIVISION

LEGAL DESCRIPTION OF LAND PRIOR TO THIS RESUBDIVISION

2.16 ACRE DESCRIPTION:  
A parcel of land situated in the First Judicial District of Harrison County, Mississippi, and being more particularly as described as follows: Lots Seven(7), Eight(8), and the North 200 feet of Lots Five(5) and Six(6) all being in Block One(1) of Seal City Addition, 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 11 at Page 8 (Copy Book 4A at Page 367); reference to which is hereby made in aid of and as a part of this description. This parcel containing 2.16 acres and being a part of Long Beach, First Judicial District of Harrison County, Mississippi.

LEGAL DESCRIPTION OF PARCEL "A" AS PER SURVEY

0.302 ACRE DESCRIPTION:  
Beginning at a 1/2" rebar at the Northwest corner of Lot Eight(8), SEAL CITY ADDITION, 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 11 at Page 8 (Copy Book 4A at Page 367); thence along the south margin of a paved public road North 69 degrees 14 minutes 57 seconds east 75.00 feet; thence leaving said margin South 20 degrees 45 minutes 00 seconds East 175.00 feet; thence South 69 degrees 13 minutes 00 seconds West 75.00 feet to the west line of Lot Eight(8); thence along said lot line North 20 degrees 45 minutes 00 seconds West 175.00 feet to the point of beginning. This parcel containing 0.302 acres and being a part of Long Beach, First Judicial District of Harrison County, Mississippi.

LEGAL DESCRIPTION OF PARCEL "B" AS PER SURVEY

0.172 ACRE DESCRIPTION:  
Commencing at a 1/2" rebar at the Northwest corner of Lot Eight(8), SEAL CITY ADDITION, 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 11 at Page 8 (Copy Book 4A at Page 367); thence along the south margin of a paved public road North 69 degrees 14 minutes 57 seconds east 75.00 feet for the point of beginning; thence leaving said margin South 20 degrees 45 minutes 00 seconds East 100.00 feet; thence North 69 degrees 15 minutes 00 seconds East 75.00 feet; thence North 20 degrees 45 minutes 00 seconds West 100.00 feet to the south margin of a paved public road; thence along said margin South 69 degrees 14 minutes 57 seconds West 75.00 feet to the point of beginning. This parcel containing 0.172 acres and being a part of Long Beach, First Judicial District of Harrison County, Mississippi.

LEGAL DESCRIPTION OF PARCEL "C" AS PER SURVEY

0.196 ACRE DESCRIPTION:  
Commencing at a 1/2" rebar at the Northwest corner of Lot Eight(8), SEAL CITY ADDITION, 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 11 at Page 8 (Copy Book 4A at Page 367); thence along the south margin of a paved public road North 69 degrees 14 minutes 57 seconds east 150.00 feet for the point of beginning; thence leaving said margin South 20 degrees 45 minutes 00 seconds East 100.00 feet; thence North 69 degrees 15 minutes 00 seconds East 85.00 feet to the west margin of a paved public road; thence along said margin North 20 degrees 45 minutes 00 seconds West 100.85 feet to a 1/2" rebar on the south margin of a public road; thence along said margin South 69 degrees 14 minutes 57 seconds West 85.00 feet to the point of beginning. This parcel containing 0.196 acres and being a part of Long Beach, First Judicial District of Harrison County, Mississippi.

LEGAL DESCRIPTION OF PARCEL "C" AS PER SURVEY

0.276 ACRE DESCRIPTION:  
Commencing at a 1/2" rebar at the Northwest corner of Lot Eight(8), SEAL CITY ADDITION, 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 11 at Page 8 (Copy Book 4A at Page 367); thence along the south margin of a paved public road North 69 degrees 14 minutes 57 seconds east 75.00 feet; thence leaving said margin South 20 degrees 45 minutes 00 seconds East 100.00 feet for the point of beginning; thence North 69 degrees 15 minutes 00 seconds East 180.00 feet to the west margin of a paved public road; thence along said margin South 20 degrees 45 minutes 00 seconds East 75.00 feet; thence North 20 degrees 45 minutes 00 seconds West 180.00 feet; thence along said margin South 69 degrees 15 minutes 00 seconds East 180.00 feet; thence North 20 degrees 45 minutes 00 seconds West 75.00 feet to the point of beginning. This parcel containing 0.276 acres and being a part of Long Beach, First Judicial District of Harrison County, Mississippi.

CERTIFICATE OF RESUBDIVISION  
In accordance with Article II, Section 3 of the Code of Ordinance (Subdivision Regulations) of the City of Long Beach as amended, it is hereby certified that the Long Beach Planning Commission Chairman and Long Beach Mayor and Board of Aldermen have reviewed and approved the attached Final Plat. The following property has been subdivided from Harrison County ad valorem tax parcel # 0612F-02-035.001 into. The subject property is generally described as being located \_\_\_\_\_

LEGAL DESCRIPTION OF PARCEL "E" AS PER SURVEY

0.405 ACRE DESCRIPTION:  
Commencing at a 1/2" rebar at the Northwest corner of Lot Eight(8), SEAL CITY ADDITION, 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 11 at Page 8 (Copy Book 4A at Page 367); thence leaving said margin South 20 degrees 45 minutes 00 seconds East 175.00 feet along the west lot line for the point of beginning; thence North 69 degrees 15 degrees 00 seconds East 235.00 feet to the west margin of a paved public road; thence along said margin South 20 degrees 45 minutes 00 seconds East 75.00 feet; thence leaving said margin South 69 degrees 15 minutes 00 seconds West 235.00 feet to the west line of Lot Eight(8); thence along said lot line North 20 degrees 45 minutes 00 seconds West 75.00 feet to the point of beginning. This parcel containing 0.405 acres and being a part of Long Beach, First Judicial District of Harrison County, Mississippi.

LEGAL DESCRIPTION OF PARCEL "F" AS PER SURVEY

0.405 ACRE DESCRIPTION:  
Commencing at a 1/2" rebar at the Northwest corner of Lot Eight(8), SEAL CITY ADDITION, 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 11 at Page 8 (Copy Book 4A at Page 367); thence leaving said margin along the west line of Lot Eight(8) South 20 degrees 45 minutes 00 seconds East 250.00 feet for the point of beginning; thence North 69 degrees 15 degrees 00 seconds East 235.00 feet to the west margin of a paved public road; thence along said margin South 20 degrees 45 minutes 00 seconds West 235.00 feet to the west line of Lot Eight(8); thence along said lot line North 20 degrees 45 minutes 00 seconds West 75.00 feet to the point of beginning. This parcel containing 0.405 acres and being a part of Long Beach, First Judicial District of Harrison County, Mississippi.

LEGAL DESCRIPTION OF PARCEL "G" AS PER SURVEY

0.405 ACRE DESCRIPTION:  
Commencing at a 1/2" rebar at the Northwest corner of Lot Eight(8), SEAL CITY ADDITION, 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 11 at Page 8 (Copy Book 4A at Page 367); thence leaving said margin along the west line of Lot Eight(8) and Five(5) South 20 degrees 45 minutes 00 seconds East 325.00 feet for the point of beginning; thence North 69 degrees 15 degrees 00 seconds East 235.00 feet to the west margin of a paved public road; thence along said margin South 20 degrees 45 minutes 00 seconds East 75.00 feet to a 1/2" rebar; thence leaving said margin South 69 degrees 15 minutes 00 seconds West 235.00 feet to the west line of Lot Five(5); thence along said lot line North 20 degrees 45 minutes 00 seconds West 75.00 feet to the point of beginning. This parcel containing 0.405 acres and being a part of Long Beach, First Judicial District of Harrison County, Mississippi.



MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

SURVEY WITH CERTIFICATE OF SUBDIVISION

**CERTIFICATE OF OWNERSHIP**

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

[Signature]  
OWNER

9-14-23  
DATE

Subscribed and sworn to before me, in my presence this 14th day of Sept, 2023, a Notary Public in and for the County of Harrison, State of Mississippi.



[Signature]  
NOTARY PUBLIC

My Commission Expires: 11/17/2028

**CERTIFICATE OF SURVEY AND ACCURACY**

I hereby certify that this map drawn under my supervision from actual survey made by me or actual survey made under my supervision and a deed description recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ in accordance with all applicable codes and ordinances. Witness my original signature, registration number and seal this the 12 day of SEPTEMBER, 2023.



[Signature]  
Registered Land Surveyor

Registration Number 3218

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

NOTARY PUBLIC

My Commission Expires:

Seal

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

ADMINISTRATOR \_\_\_\_\_ DATE \_\_\_\_\_

**PLANNING COMMISSION**  
Approved by the City of Long Beach Planning Commission at the regular meeting of said Commission held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Planning Commission Chairman \_\_\_\_\_ Date \_\_\_\_\_

**ACCEPTANCE**  
Submitted to and approve by the City of Long Beach, Board of Aldermen, at the regular meeting of said Board of Aldermen held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ADOPT: \_\_\_\_\_ ATTEST: \_\_\_\_\_

MAYOR \_\_\_\_\_ CITY CLERK \_\_\_\_\_

**MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



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

October 24, 2023

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

**RE: Certificate of Subdivision – Tax Parcel No. 0612F-02-035.001**

Ladies and Gentlemen:

We have received the referenced Certificate of Subdivision and reviewed it for compliance with the City's ordinances. The proposed subdivision divides one parcel into seven new parcels, each having frontage on Magnolia St. or S. Girard Ave. and being located in a R-3 zone and each parcel meeting the ordinance requirements for lot width, frontage, etc.

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

If the City chooses to combine the Major Subdivision process as discussed above, the form and verbiage of the Certificate appears correct. City approval of the subdivision should be subject to the payment of any required tapping fees or special connection fees as determined by the City's Public Works department.

Sincerely,

Tyler Yarbrough

TY:539

Biloxi | Long Beach | Pascagoula | Daphne

**MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

After considerable discussion and upon recommendation made by a City Engineer, Commissioner Glenn made motion, seconded by Commissioner Levens, and unanimously carried recommending to approve the application as submitted.

\*\*\*\*\*

It came for discussion under New Business, a Tree Removal for the property located at 0 Destiny Oaks Drive, Tax Parcel 0512J-01-035.036, submitted by Esma Construction, LLC as follows:



MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

APPLICATION FOR TREE PERMIT

OFFICE USE ONLY  
Date Received 10-2-23  
Zoning R-1  
Agenda Date 11-9-23  
Check Number CC

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

MR 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.

MR 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.

MR 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: 9/27/23

PROPERTY INFORMATION

TAX PARCEL # 0512J-01-035.036  
Address of Property Involved: Destiny Oaks Drive  
Property owner name: ESMG Construction LLC  
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: 3426 Bonne terra Blvd. Biloxi  
Phone No. (678) 923-6544

CONTRACTOR OR APPLICANT INFORMATION

Company Name: ESMG Construction LLC  
Phone No. 678 923 6544 Fax: \_\_\_\_\_  
Name: Mannacio Escobar  
Address: 3424 Bonne terra Blvd. Biloxi

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.:  
Construction of Single Family Residential Home.  
(use separate sheet if needed)

Number of Trees:  
3 Live Oak \_\_\_\_\_ Southern Magnolia

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

Signature [Signature] Date 9/27/23

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

MR 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.

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

MR OWNERSHIP: Please provide a recorded warranty deed.

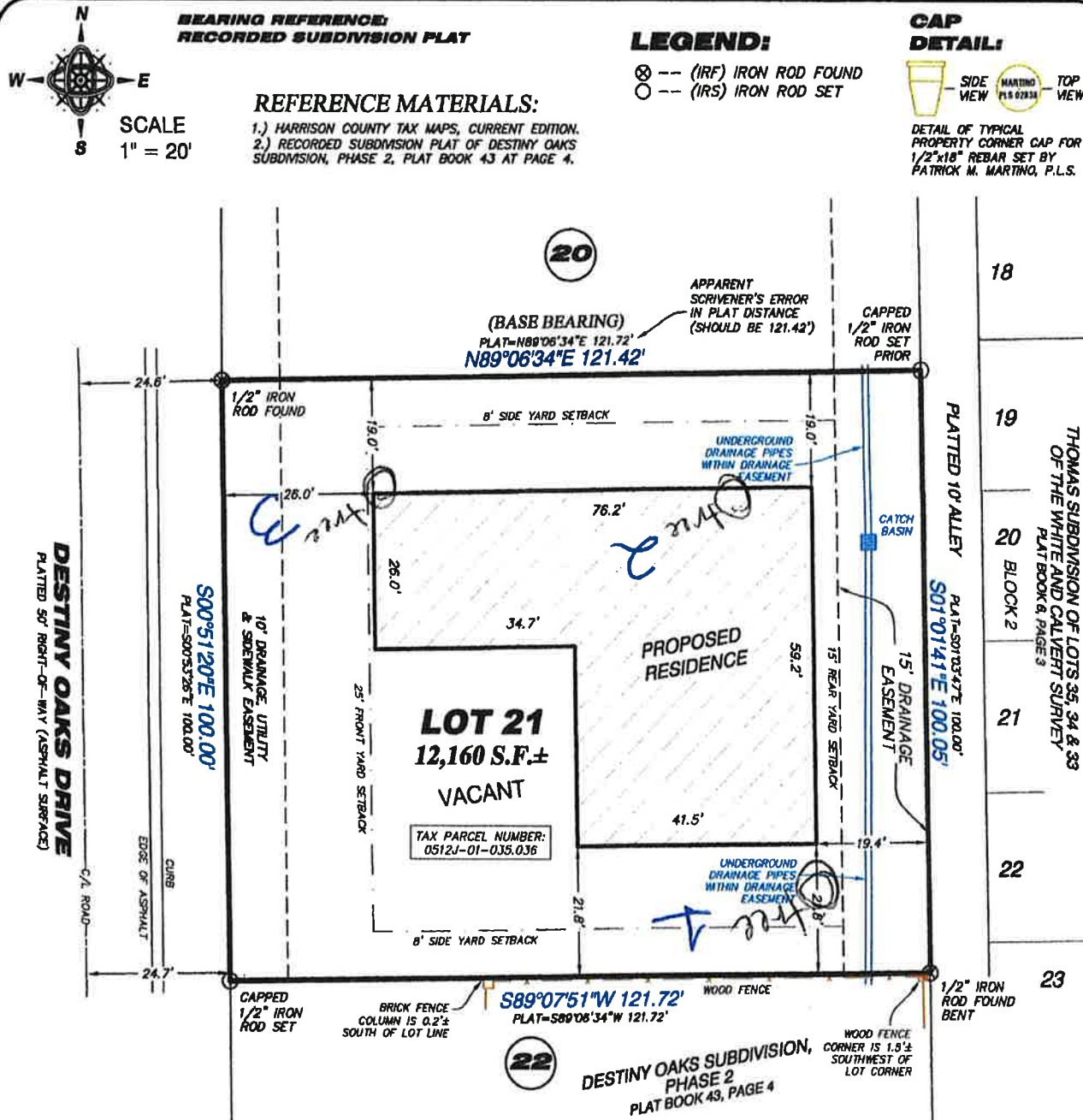
MR PERMIT FEES: Upon issuance of a Tree Removal Permit, the permit fee will be as follows: For removal of a tree or trees where such removal of such tree or trees is necessitated by material damage caused by such tree or trees to permanent improvement or improvements on the parcel where such tree or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

MR 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.

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



**MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**NOTES:**

- 1.) THIS SURVEY AND PLAT WERE PREPARED ONLY FOR THE CLIENT NAMED HEREON AND NO THIRD PARTY CERTIFICATION IS EXPRESSED OR IMPLIED.
- 2.) A COPY OF THIS PLAT IS VALID ONLY IF IT IS COMPLETE AND INTACT, HAS AN ORIGINAL SIGNATURE AND DATE, AND HAS THE ORIGINAL EMBOSSED OR COLORED (NOT BLACK) STAMPED SURVEYOR'S SEAL.
- 3.) THIS SURVEY IS SUBJECT TO ALL APPLICABLE GOVERNMENTAL REGULATIONS, BUILDING OR OTHER RESTRICTIONS, LEGAL RESTRICTIONS OF ANY NATURE AND FURTHER SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIVE COVENANTS, AND RIGHTS-OF-WAY OF RECORD.
- 4.) REDIVISION OF THIS PROPERTY IS SUBJECT TO CURRENT SUBDIVISION AND ZONING REGULATIONS AND ET CETERA. APPROVAL NEEDS TO BE OBTAINED FROM THE APPROPRIATE GOVERNING BODIES.

**ABBREVIATION LEGEND:**

- PLAT = PLATTED DIMENSION  
 N89°00'00"E 433.00' = ACTUAL FIELD MEASUREMENT  
 S.Y.S. = SIDE YARD SETBACK  
 R.Y.S. = REAR YARD SETBACK  
 F.Y.S. = FRONT YARD SETBACK

**BOUNDARY NOTE:**

BOUNDARY SURVEYS ARE BASED UPON THE RECORDED SUBDIVISION PLAT IN CASES OF REGULAR SUBDIVISIONS LOTS. BOUNDARY SURVEYS OF PROPERTIES NOT A PART OF A REGULAR SUBDIVISION ARE BASED UPON TITLE INFORMATION PROVIDED BY THE PARTY REQUESTING THE SURVEY. BOUNDARY SURVEY PLATS REFLECT INFORMATION DISCOVERED BY THE SURVEYOR IN THE NORMAL COURSE OF WORK AND DOES NOT NECESSARILY SHOW EVERY POSSIBLE CONDITION AFFECTING THE PROPERTY, EASEMENTS, SERVITUDES, BUILDING ORDINANCES, ZONING, AND OTHER LEGAL ENCUMBERMENTS MAY EXIST. CONSULT A TITLE ATTORNEY IF YOU WISH TO DISCOVER ALL THE LEGAL ENCUMBERMENTS ATTACHED TO ANY PROPERTY.

**A SURVEY OF LOT 21, DESTINY OAKS SUBDIVISION, PHASE TWO, CITY OF LONG BEACH, HARRISON COUNTY, MISSISSIPPI.**



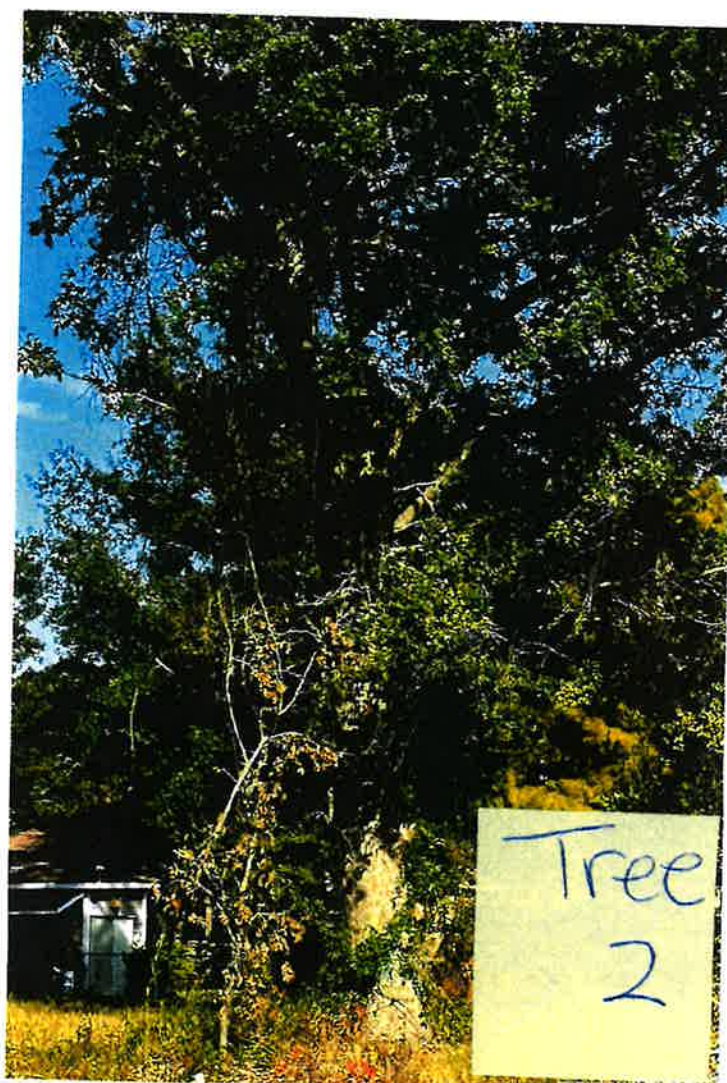
THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.  
*Patrick M. Martino*  
 PATRICK M. MARTINO, P.L.S. DATE OF FIELD SURVEY 6/20/2023



THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY CLIENT, WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR AN ENVIRONMENTAL STUDY.		THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE "Y" ACCORDING TO MAP NUMBER 2804700358C, DATED JUNE 16, 2009.	
CLIENT: <b>MIGUEL HERNANDEZ</b>	SURVEY CLASS "B"	BEARINGS SHOWN HEREON ARE DERIVED BY: RECORDED SUBDIVISION PLAT	
PARCEL: DESTINY OAKS DRIVE ADDRESS: LONG BEACH, MS 39560 DESTINY OAKS SUBDIVISION, PH 2	SCALE: 1"=20'	<b>PATRICK M. MARTINO, PLS</b> 18010 KAYLEIGH COVE BILOXI, MISSISSIPPI 39532 PHONE: 228-386-2283 EMAIL: PATRICK@MARTINOSURVEYING.COM <b>PROFESSIONAL LAND SURVEYOR</b>	
TAX PARCEL NUMBER: 0512J-01-035.036			
CREW CHIEF: JS DRAWN BY: JAG			
DATE: 6/22/2023 JOB#: P23531			
REVISED:	OLD JOB#:		

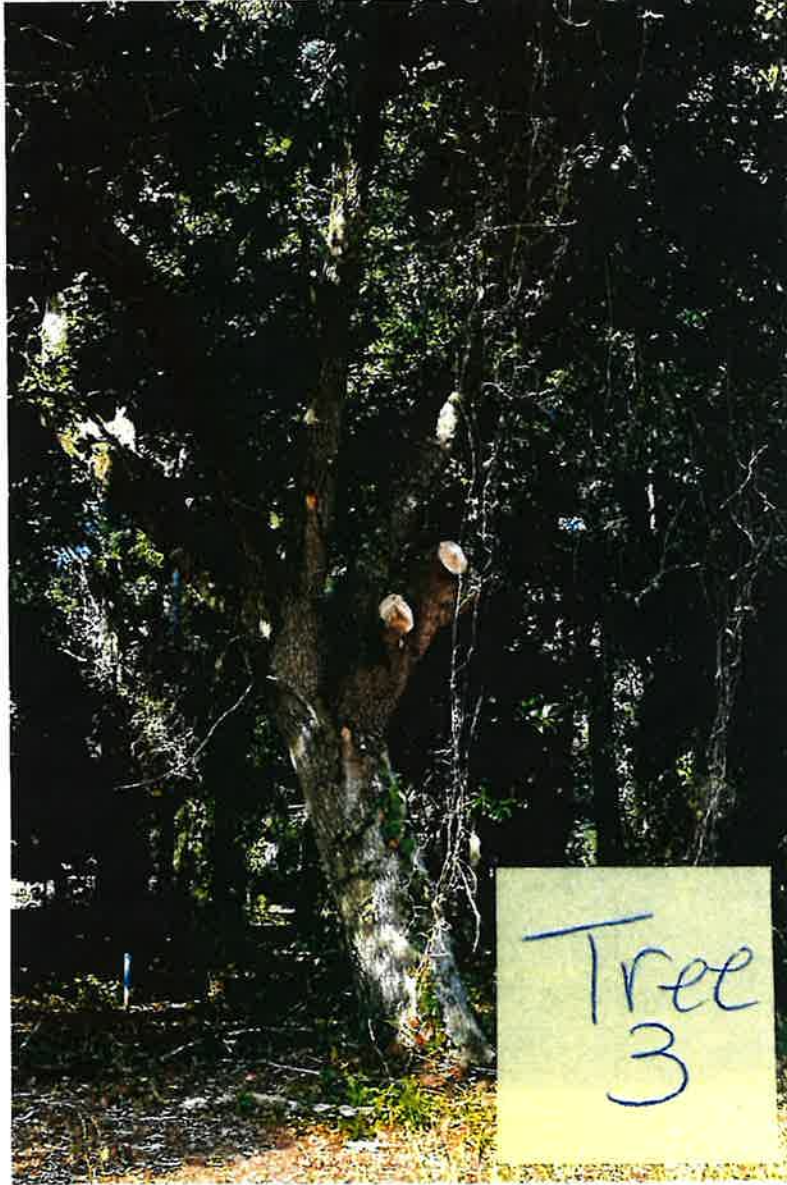


**MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**





MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



SCANNED



MISSISSIPPI JUDICIAL DISTRICT  
Commission 2023-022733-0-01  
First Issued 12/17/2023 13:56:46  
Notary Seal  
3 Pages Issued

Prepared by:  
David B. Pilger  
Attorney at Law  
1400 Blarissa Blvd., Suite 101  
Ocean Springs, MS 39564  
(228) 218-0811

Return to:  
David B. Pilger  
Attorney at Law  
1400 Blarissa Blvd., Suite 101  
Ocean Springs, MS 39564  
(228) 218-0811

Grantors:  
Bart W. Clover  
Dorenda L. Clover  
7 Mistry Lane Lane  
Long Beach, MS 39558  
(228) 341-0343

Grantee:  
Bama Construction, LLC  
a Georgia limited liability company  
3426 Borne Torne Blvd  
Brent, MS 39011  
(978) 822-0544

File No. 2220718

INDEXING INSTRUCTIONS: Lot 21, Dooling Oaks, Ph. 2, 1<sup>st</sup> JD, Harrison County, MS

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS (\$10.00), each in kind paid, and other good and valuable consideration, the receipt and substance of all of which is hereby acknowledged, we, Bart W. Clover and Dorenda L. Clover, do hereby sell, convey and warrant unto Bama Construction, LLC, a Georgia limited liability company all of that certain tract, piece or parcel of land located in Harrison County, Mississippi, together with all improvements, buildings, fixtures and appurtenances thereto, hereinafter described, and being more particularly described as follows, to-wit:

Lot Twenty-one (21), Dooling Oaks, Phase Two (2), a subdivision according to the map or plat thereof on file and of record in the office of the County Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 43, at Page 4 thereof, reference to which is hereby made in all of and as a part of this description.

This being the same property as that conveyed to Bart W. Clover and Dorenda L. Clover, by Warranty Deed recorded in instrument No. 2005-16700D-01, Land Deed Records of Harrison County, Mississippi.

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

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

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

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

WITNESS OUR SIGNATURES, on this the 21 day of November, 2022.

*Bart W. Clover*  
Bart W. Clover  
*Dorenda L. Clover*  
Dorenda L. Clover

ACKNOWLEDGMENT

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Bart W. Clover and Dorenda L. Clover, who acknowledged before me that they signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 21 day of November, 2022.

(AFFIX SEAL)



*Jamie Pitts*  
NOTARY PUBLIC

My commission expires

**MINUTES OF NOVEMBER 9, 2023**  
**REGULAR MEETING**  
**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**  
**MEMORANDUM**

Date: November 3, 2023

To: City of Long Beach Planning Commission

From: Long Beach Tree Board

Re: Tree Removal – 0 Destiny Oaks Drive

The Tree Board has no objections to the removals of three (3) Live Oak trees obstructing the construction of the single family home being built at 0 Destiny Oaks Drive/Lot 21 Destiny Oaks Subdivision Phase 2.

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

\*\*\*\*\*

It came for discussion under New Business, Planning Commission Approval for the property located at 6011 Daugherty Road, Tax Parcel 0511H-03-008.000, submitted by Alan J. Simmons, as follows:



Printer  
error

Printer  
error

MINUTES OF NOVEMBER 9, 2023  
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:  PLANNING COMMISSION APPROVAL  
 DECISION OF THE BUILDING OFFICIAL IS ALLEGED TO BE IN ERROR  
 INTERPRETATION OF THE ZONING ORDINANCE

II. Address of Property Involved: 6011 DAUGHERTY RD 0511H-03-008.000  
Tax Parcel Number

III. Statement clearly explaining the request being made for case review. (Attach supplemental pages if necessary.)  
REQUESTING PERMISSION TO PUT A 40' CONEX SHIPPING CONTAINER ON PROPERTY

IV. REQUIRED ATTACHMENTS:

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

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

V. OWNERSHIP AND CERTIFICATION:

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

ALAN J. SIMMONS

Name of Rightful Owner (PRINT)

Name of Agent (PRINT)

PO BOX 594

Owner's Mailing Address

Agent's Mailing Address

LONG BEACH MS 39560

City State Zip

City State Zip

228-323-3277

Phone

Phone

ALAN@DSI.AGENCY

Email address

Email Address

Alan J. Simmons 11/2/23

Signature of Rightful Owner

Date

Signature of Agent

Date

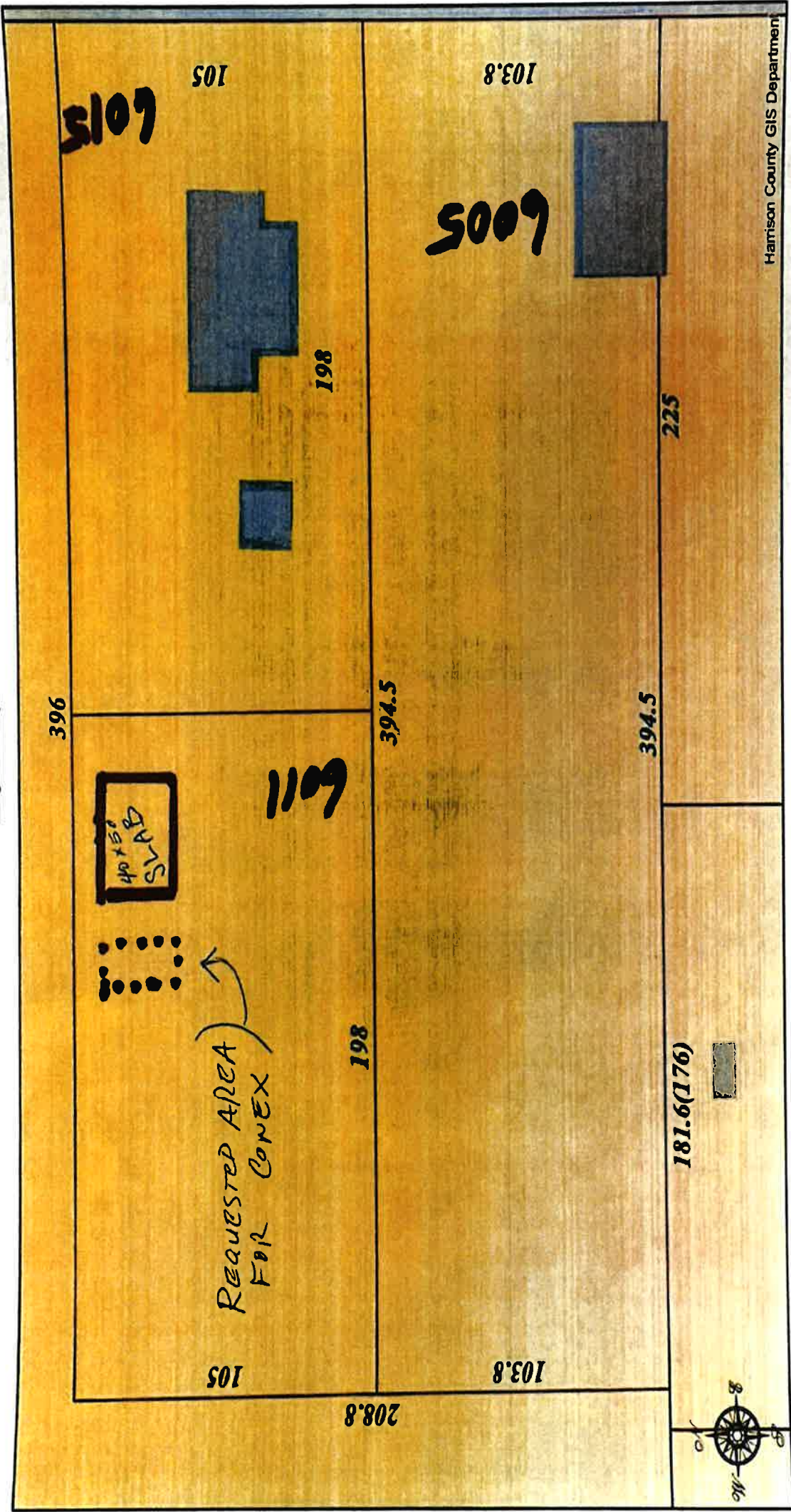
OFFICE USE ONLY

Date Received 11-2-23 Zoning C-2 Agenda Date 11-9-23 Check Number 1429

MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

DAILY ENTRY 03

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: November 2, 2023





# MINUTES OF NOVEMBER 9, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Temporary and portable units and structures.

- ) Temporary storage units, portable storage units, "PODS" or dumpsters (hereinafter "devices") may be placed upon private residential property or a city street in accordance with the following limitations:
  - (1) A permit must be obtained from the City prior to the placement of any device. The cost of the permit shall be determined by the City. Such devices must be placed upon private property unless some physical condition exists that would prohibit placement in the yard or driveway. If the device cannot be placed on private property it may be placed on a city street directly in front of the property of the permit holder.
  - (2) A permit issued by the City shall be valid for seven (7) days from the date of issuance. The Building Official may grant an extension of up to seven (7) days upon showing of good cause by the applicant. Not more than two such extensions shall be permitted, for a maximum of twenty-one (21) days in any consecutive twelve (12) month period.
  - (3) A permit issued by the City shall be valid for ninety (90) days when issued in conjunction with a building permit when there is an active construction project occurring and when such device is placed on private property. The Building Official may grant an extension of up to ninety (90) days upon showing of good cause by the applicant. Not more than two such extensions shall be permitted, for a maximum of two hundred seventy (270) days in any consecutive twelve (12) month period.
  - (4) A permit issued by the City shall be valid for one hundred eighty (180) days when issued in conjunction with a major development plan. The Building Official may grant extensions upon showing of good cause by the applicant and depending on the scope of the project. Should work cease on the project for more than thirty (30) days, the Building Official may revoke the permit and require removal of the device.
  - (5) The device may be used in commercial districts as permitted by the Long Beach Planning and Development Commission.
  - (6) The device may not be located in any manner that restricts or impedes visibility of motorists.
  - (7) The device shall not be placed on any city street where parking is not permitted or that has a pavement width of less than eighteen (18) feet measured from inside of curb to inside of curb, or from edge of pavement to edge of pavement.
  - (8) The device shall not exceed eight (8) feet in width, nor be placed in a manner that restricts the remaining street width to less than ten feet measured from inside of curb or edge of pavement to the device.
  - (9) The device must be associated with temporary storage or a project for the property of the permit holder and not more than one (1) temporary or portable storage unit or more than



Chancery Clerk & Conveyance  
Land Sold for Taxes  
(Title 19, Div 10, Mississippi Code 1992, As Amended)

The State of Mississippi  
County of Harrison  
As it knows that DAVID V. LAMON, SR., Tax Collector of said County of Harrison, did on the 30th day of AUGUST, A.D. 2010 according to law, sell the following described land, situated in said county and assessed to OWEN HENTON as follows:

Descriptions of Land:  
OR .575/0493 105 X 191 W OF DUMBERY RD IN THE W 1/2 OF SE 1/4 SEC 3-4-12 Parcel No. 0511E-03-006-000

For the taxes assessed thereon for the year, A.D. 2010, when HENRY WILLIAM S. HENTON, Sheriff of said county, did not pay the same, and the same not having been released, I, the undersigned, did convey said above described land to WILLIAM S. HENTON, WILLIAM S.

Given under my hand and official seal of said office on the 15th day of JUNE, A.D. 2013.

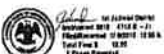
The State of Mississippi  
County of Harrison  
Personally appeared before me, the undersigned authority of law in and for the county and state aforesaid, the within named OWEN HENTON, Sheriff of said county, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given, under my hand and official seal of office at my office at OULDER, MISSISSIPPI, this 15th day of JUNE, A.D. 2013.

County actual purchase fee (Section 37-41-3)	23.00
Publisher fee (if sold by county) (Section 27-42-3)	1.00
Ins notice (Section 27-42-3)	1.00
Identify record owners (Section 27-42-3)	53.00
Recording land, each subdivision (Section 25-7-2(1)(a))	2.00
Issue 1st sheriff's notice (Section 27-42-3)	2.00
Mail 1st owners notice (Section 27-42-3)	2.00
Issue 2nd sheriff's notice (Section 27-42-3)	2.00
Mail 2nd owners notice (Section 27-42-3)	2.00
Abstracting each conveyance (Section 25-7-2(1)(a))	1.00
Clerk's expense to release (Section 25-7-2(1)(a))	2.00
Clerk's expense from sale (Section 25-7-2(1)(a))	2.00
Acceptation fee 1st & 2nd time (Section 25-7-2(1)(a))	2.00
TOTAL (to be collected from purchaser) charges against said land	93.00

Grantee: OWEN HENTON, CHANCERY CLERK, CHANCERY CL. HENTON, WILLIAM S. P. O. BOX 594, OULDER, MS 39562  
Grantor: WILLIAM S. HENTON, WILLIAM S. P. O. BOX 1095, PHILADELPHIA, MS 39350 1095

Indexing Instructions:



Prepared by: William S Henton, P O Box 1095, Philadelphia, MS 39350-1095, 601-480-5416  
Return to: Alan J. Simmons, P O Box 594, Long Beach, MS 39560, 662-323-3277

INDEXING INSTRUCTIONS: Section 03, Township 08, Range 12  
STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, I, WILLIAM S. HENTON as "Grantor", do hereby sell, convey and quitclaim unto ALAN J. SIMMONS as "Grantee," the following real property, lying and being situated in Section 03, Township 08, Range 12, in Harrison County, Mississippi, and being more particularly described as follows, to-wit:

105 X 191, W of Dumbery Rd in the W 1/2 OF SE 1/4 SEC 3-4-12, 6011 Dumbery Rd, Long Beach

Such property is designated on the Harrison County Tax Rolls as PPIN 36936 and as Tax Parcel #0511E-03-006-000.

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

THIS conveyance is subject to all recorded easements, rights of way, mineral reservations and restrictive covenants applicable to subject property.

MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

AD VALOREM TAXES for the year 2010 and all subsequent years are to be paid by the grantee herein.

WITNESS THE SIGNATURE of the Grantor on this the 9<sup>th</sup> day of July, 2013.

*William S. Hinton*  
William S. Hinton

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, on this the 9<sup>th</sup> day of July, 2013, within named WILLIAM S. HINTON, who acknowledged to and before me that he signed, executed and delivered the above and foregoing instrument of writing on the date first above written as his voluntary act and deed.

*Sara White*  
NOTARY PUBLIC

My Commission Expires.



1st Judicial District  
Instrument 2021 8374 D - 21  
Filed/Recorded 3/11/2021 02:25 P  
Total Fees \$ 36.00  
4 Pages Recorded

FILED  
MAR - 8 2021

IN THE CHANCERY COURT OF HARRISON COUNTY, MISSISSIPPI,  
FIRST JUDICIAL DISTRICT

ALAN J. SIMMONS  
PLAINTIFF

CASE NO. 21-180 (1)

VERSUS  
ATTORNEY GENERAL, LYNN FITCH;  
DISTRICT ATTORNEY, CROSSBY PARKER;  
HARRISON COUNTY, MISSISSIPPI;  
DYER ENTERPRISES, LLC, JACKIE OWENS,  
AND ANY AND ALL PERSONS OR ENTITIES  
HAVING OR CLAIMING A LEGAL OR EQUITABLE  
CLAIM OR INTEREST IN THE FOLLOWING  
DESCRIBED PROPERTY PREVIOUSLY SOLD  
ON OR ABOUT AUGUST 30, 2010  
FOR DELINQUENT 2009 HARRISON COUNTY  
PROPERTY TAXES: DEFENDANTS

Commencing at the SE corner of the SW 1/4 of the SE 1/4 of Section 3, Township 8 South, Range 12 West, Harrison County, Mississippi, and running thence North along the East line of the forty acre tract 312.5 feet, running thence West 218 feet to the Point of Beginning, continuing thence West 198 feet, running thence North 105 feet, running thence East 198 feet, running thence South 105 feet to the Point of Beginning.

Tax Parcel No. 0511H-03-008.000.

**JUDGMENT FOR CONFIRMATION OF TITLE**

This cause came on for consideration on the Motion filed by the Plaintiff, Alan J. Simmons, for Entry of Judgment by Default and Final Judgment in this cause, and the Court, being fully advised in the premises, finds that it has jurisdiction over the parties and of the subject matter in this action and FINDS, ORDERS AND ADJUDGES as follows:

1. The Clerk has entered default against the Defendants: Dyer Enterprises, LLC, formerly a Mississippi Limited Liability Company that is no longer doing business and has been dissolved; Jackie Owens, who was personally served with the summons and complaint; and any and all persons or entities having or claiming a legal or equitable

interest in the following described property, for failure to plead, answer or otherwise defend the Complaint for Confirmation of Tax Title:

Commencing at the SE corner of the SW 1/4 of the SE 1/4 of Section 3, Township 8 South, Range 12 West, Harrison County, Mississippi, and running thence North along the East line of the forty acre tract 312.5 feet, running thence West 218 feet to the Point of Beginning, continuing thence West 198 feet, running thence North 105 feet, running thence East 198 feet, running thence South 105 feet to the Point of Beginning.

Tax Parcel No. 0511H-03-008.000

2. The Attorney General, on behalf of the State of Mississippi and the District Attorney, has filed an answer in this cause asserting no claim or interest in the subject property with the exception of possible claims arising from certificates of land sold at tax sales conducted in the years 1958, 1963, and 1966-69, for which years Harrison County did not provide the State with any certifications, and excepting those portions held in public trust by the State of Mississippi.

3. Harrison County, through its attorney, has filed an answer in this cause asserting no claim or interest in the subject property with the exception of unpaid Harrison County Ad Valorem taxes.

4. The relevant conveyances of the subject property are as follows:
- a) Warranty Deed from Henry A. Allen, Jr. and wife, Dorothy D. Allen to Jerry J. Rosetti and Robert G. Burns, dated July 12, 1979, Deed Book 561, Pages 567-568;
  - b) Quitclaim Deed from Robert G. Burns to Jerry J. Rosetti, dated August 5, 1995, Deed Book 1312, Pages 267-268;
  - c) Warranty Deed from Jerry J. Rosetti to Gold Coast Title Co. Inc., dated September 13, 2000, Deed Book 1511, Pages 303-310;

MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

- d) Warranty Deed from Gold Coast Title Co. Inc. to Dyer Enterprises, LLC, dated March 14, 2002, Deed Book 1575, Pages 493-494;
- e) Chancery Clerk's Conveyance to Jackie Owens, dated October 19, 2010 (for August 25, 2008 tax sale for delinquent 2007 taxes assessed to Dyer Enterprises, LLC, not redeemed), Instrument No. 2010-7175-D-J1;
- f) Chancery Clerk's Conveyance to William S. Hinton, dated June 25, 2013 (for August 10, 2010 tax sale for delinquent 2009 taxes assessed to Dyer Enterprises, LLC, not redeemed), Instrument No. 2013-4386-D-J1;
- g) Quitclaim Deed from William S. Hinton to Alan J. Simmons, dated July 9, 2013, Instrument No. 2013-4713-D-11.

5. The Court finds that the subject property was properly levied and assessed for the 2009 tax year and that the Tax Assessor and Collector of Harrison County and the Board of Supervisors of Harrison County did all things proper and according to law in the assessments and equalization of assessments for said property for the 2009 tax year. The Ad Valorem property taxes for the 2009 tax year on the subject parcel became delinquent and said parcel was properly advertised for sale according to law. The subject property was sold to the Plaintiff's predecessor in interest, William S. Hinton, for delinquent 2009 Harrison County property taxes, the sale being recorded in the Tax Sale records.

6. The Court finds that the subject property was not redeemed within two years of the tax sale by the assessed owner as provided by law. Further, all notices of the expiration of the redemption period were properly made by the Chancery Clerk of Harrison County, Mississippi.

3

IT IS THEREFORE, ORDERED AND ADJUDGED that subject to the exceptions of possible claims arising from certificates of land sold at tax sales conducted in the years 1958, 1963, and 1966-69, for which years Harrison County did not provide the State with any certifications, and excepting those portions held in public trust by the State of Mississippi, and with the exception of unpaid Harrison County Ad Valorem taxes, the title of the Plaintiff, Alan J. Simmons, to the following described property is hereby conclusively confirmed and validated, and further the Chancery Clerk's Conveyance to the Plaintiff's predecessor was lawful and valid:

Commencing at the SE corner of the SW 1/4 of the SE 1/4 of Section 3, Township 8 South, Range 12 West, Harrison County, Mississippi, and running thence North along the East line of the forty acre tract 312.5 feet, running thence West 218 feet to the Point of Beginning, continuing thence West 198 feet, running thence North 105 feet, running thence East 198 feet, running thence South 105 feet to the Point of Beginning.

Tax Parcel No. 0511H-03-008.000.

IT IS FURTHER ORDERED AND ADJUDGED that a copy of this Court's judgment shall be recorded in the land records of the Chancery Clerk of Harrison County in the same manner as a deed would be filed.

SO ORDERED AND ADJUDGED on this the 8 day of March 2021.

*[Signature]*  
CHANCELLOR

Presented to the Court by:

*W*  
/s/ Kelly Michael Rayburn  
Attorney for Plaintiff  
P.O. Box 2566  
Gulfport, MS 39505  
Tel: (228) 539-2400  
Fax: (228) 539-3130  
MSB# 8604



After considerable discussion, Vice Chairman Barlow made motion, seconded by Commissioner Glenn and unanimously carried recommending to approve the application as submitted for 90 days; with any extension needed thereafter to be approved by Building Official.

\*\*\*\*\*

It came for discussion under new business a Short-Term Rental for the property located at 210 White Harbor Road, Tax Parcel 0512J-03-037.000, submitted by Michael and Jennifer Croxton (owners) and Beachy Bookings, LLC (property manager), as follows:

MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

**PROPERTY INFORMATION:**  
 ADDRESS: 210 White Harbor Rd. Tax Parcel # 0512J-03-037.000  
 (Location of Short-Term Rental)

**OWNER'S INFORMATION:**  
 Property Owner's Name: Michael and Jennifer Croxton  
 Property Owner's Address: 133 Harbin Trl, Locust Grove GA 30248  
 Property Owner's Mailing Address, if different from above:

City State Zip  
 Property Owner's Phone No: 478-747-5217 Email Address: BACKPORCHSIPPING@GMAIL.COM

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

**PROPERTY MANAGER INFORMATION:**  
 Property Manager's Name: Beachy Bookings LLC  
 Property Manager's Address: (Must be a local contact)  
416 E Pass Rd. Gulfport MS 39507  
 City State, Zip  
 Property Manager's Phone No.: 228-224-2275 Email Address: BEACHYBOOKINGSLLC@GMAIL.COM

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

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

**AFFIDAVIT**

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

Michael Croxton Jennifer Croxton [Signature] 10/04/2023  
 PRINT NAME SIGNATURE DATE

BELOW IS FOR OFFICE USE ONLY			
Maximum Occupancy: <u>6</u>	Maximum Vehicles allowed: <u>5</u>	Number of bedrooms: <u>3</u>	Number of people home can accommodate: <u>6</u>

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

Building Official Signature: [Signature] Date: 11/2/23  
 Fire Inspector Signature: \_\_\_\_\_ Date: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

Date Received: <u>10/20/23</u>
Agenda Date: <u>11/9/23</u>
Amount Due/Paid: <u>250.00</u>
Payment Method: <u>1357</u>





**MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

*Parking rules and Plan, trash management plan included  
in this rental agreement*  
Beachy Bookings, LLC. Rental Agreement

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

**OCCUPANCY**

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

**CONDITION AND USE OF PROPERTY**

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

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

**DEFAULT**

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

**ASSIGNMENT OR SUBLEASE**

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

**RISK OF LOSS AND INDEMNIFICATION**

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

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

**RELEASE**

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

**ENTRY AND INSPECTION**

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

**UNAVAILABILITY OF PROPERTY**

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

**ADDITIONAL TERMS TO THE RENTAL AGREEMENT**

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

**GENERAL PROVISIONS**

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

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

There is no early check in or late check out.

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

**We DO NOT allow pets.**

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

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

**MINUTES OF NOVEMBER 9, 2023  
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**PARKING** – Parking is limited to 2 vehicle(s). Vehicles are to be parked in designated parking areas only. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.

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

A reservation deposit of \$250 is required upon booking. The deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied toward rent; however, it is fully refundable within (14) days of departure, provided the following provisions are met.

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

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

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

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

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

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

**RATE CHANGES** – Rates subject to change without notice.

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

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

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

This home is privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise. Fire

Extinguishers are located under the sink in each of the houses. Please use them responsibly and only for what they are intended for. Do not remove them from the home.

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

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

Sign \_\_\_\_\_ Date: \_\_\_\_\_

Drivers License # \_\_\_\_\_ State: \_\_\_\_\_

Rental Dates: \_\_\_\_\_ to \_\_\_\_\_

Number of Guests in Party: \_\_\_\_\_

Rental guest registration (Name of all persons staying):

\_\_\_\_\_  
 -  
 \_\_\_\_\_  
 -  
 \_\_\_\_\_  
 -  
 \_\_\_\_\_

Cars: Year, Make, Model, License Plate:

\_\_\_\_\_  
 \_\_\_\_\_

Trash: Place in cans and bring to road \_\_\_\_\_ night

Breakdown of charges:

\$ \_\_\_\_\_ rental rate  
 \$ \_\_\_\_\_ cleaning fee  
 \$ \_\_\_\_\_ refundable damage deposit.

Total due onto move in: \$ \_\_\_\_\_

Move in date: \_\_\_\_\_ Move out date: \_\_\_\_\_

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

Guest agrees to leave on the check out date by the check out time or at anytime violations of the rules are reported. \_\_\_\_\_ Initial

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

# MINUTES OF NOVEMBER 9, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION



**Proof of Insurance**

THIS PROOF OF INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS PROOF OF INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW.

<b>Policy Number:</b> MSAC89639200	<b>Date :</b> Sept. 28, 2023	<b>Policy Type:</b> Homeowners (HO3)
<b>Applicant Name:</b> MICHAEL CROXTON JENNIFER CROXTON	<b>Producer:</b> CJB AND ASSOCIATES, INC E24860Z 116 WEST SCENIC DRIVE, SUITE A PASS CHRISTIAN, MS 39571 (228) 452-8805 cjboudreaux@allstate.com	<b>Insurer:</b> SAFEPORT INSURANCE COMPANY NAIC: 36580
<b>Property Location:</b> 210 WHITE HARBOR RD LONG BEACH, MS 38500	<b>Agent of Record:</b> BAGESURE INSURANCE MANAGERS PO BOX 12999 TALLAHASSEE, FL 32317	
<b>Policy Period:</b> 09/28/2023 - 09/28/2024		

**Coverages/Deductibles**

Dwelling	Other Structures	Personal Property	Loss of Use	Per Liability (Per Occurrence)	Med Payments (Per Person)	Premium & Fees
\$400,000	\$0	\$120,000	\$40,000	\$300,000	\$1,000	\$ 1,200

<b>Deductibles:</b>	<b>Optional Coverages:</b>
All Perils \$ 2,500	Damage To Property of Others - Increased Limit \$10,000
<b>Property Loss Settlement:</b>	Home-Sharing - Broadened Coverage Included
Dwelling Replacement Cost	Mold/Fungal Coverage \$5,000
Personal Property Replacement Cost	
<b>Discounts &amp; Credits:</b>	
New Home Discount Yes	
Multi Policy Discount Yes	

THE POLICY OF INSURANCE LISTED ABOVE HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS PROOF OF INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

HC830004 03 22

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**Proof of Insurance**

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**Mortgages & Other Information**

Type:	Name and Address	Reference #
None		

\_\_\_\_\_  
 Authorized Representative

HC830004 03 22

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**MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

After considerable discussion, Commissioner Glenn made motion, seconded by Vice Chairman Barlow 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 115 Olson Avenue, Tax Parcel 0612E-02-084.000, submitted by Megan Bryant and Reed Bryant, RREM Properties, LLC (owners and property managers), as follows:

**MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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

**PROPERTY INFORMATION:**  
 ADDRESS: 115 Olson Avenue Tax Parcel # 0612E-02-084.000  
(Location of Short-Term Rental)

**OWNER'S INFORMATION:**  
 Property Owner's Name: Megan Bryant/Reed Bryant (PREM Properties, LLC)  
 Property Owner's Address: 117 Olson Ave  
 Property Owner's Mailing Address, if different from above: \_\_\_\_\_

Property Owner's Phone No: 228-342-3964 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
228-222-7271 Email Address: megeliz724@yahoo.com  
durlon@protonmail.com

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

**PROPERTY MANAGER INFORMATION:**  
 Property Manager's Name: Megan Bryant/Reed Bryant  
 Property Manager's Address: (Must be a local contact) \_\_\_\_\_

Property Manager's Phone No.: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Email Address: \_\_\_\_\_

**PLEASE PROVIDE THE FOLLOWING:**

- Mississippi Sales Tax ID # VRBO ; AIRBNB
- Recorded Warranty Deed
- Parking Rules & Plan ✓
- Trash Management Plan ✓
- Copy of Proposed Rental Agreement (on AIRBNB)
- Proof of Liability Insurance, which includes short term rental coverage

**ADDITIONAL INFORMATION:**

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

**AFFIDAVIT**

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

Megan Bryant PRINT NAME      Megan Bryant SIGNATURE      10/24/2023 DATE

BELOW IS FOR OFFICE USE ONLY			
Maximum Occupancy: <u>6</u>	Maximum Vehicles allowed: <u>3</u>	Number of bedrooms: <u>3</u>	Number of people home can accommodate: <u>6</u>

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

Building Official Signature: Ryan Lesh Date: 11/2/23  
 Fire Inspector Signature: \_\_\_\_\_ Date: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

Date Received: <u>10/24/23</u>
Agenda Date: <u>11/9/23</u>
Amount Due/Paid: <u>250.00</u>
Payment Method: <u>110</u>

MINUTES OF NOVEMBER 9, 2023  
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I Durlan & Megan Bryant, owner of the property located at 1150 Olson Avenue, Tax Parcel 0412E-02-089,030 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.

Megan Bryant  
signature

10/24/2023  
date



Prepared By & Return To:  
Schwarz, Ortyler & Jordan, PLLC  
12206 Hwy 49  
Gulfport, MS 39503  
(228) 832-8590  
Our File: 151046

Index As:  
Part of Lot 53, Henderson-Shipman  
Hughes Partition of the Claim of B.  
Pellerin, Sections 14 & 23, T8S, R12W,  
Harrison County, 1<sup>st</sup> JD, 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, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned,

GUTHRIE-BYRNE PROPERTIES, LLC  
A Mississippi Limited Liability Company  
124 WILLOW LANE  
PASS CHRISTIAN, MS 39571  
(228) 452-1554

do hereby sell, convey and warrant unto

DURLON REED BRYANT and wife, MEGAN ELIZABETH BRYANT  
as tenants by the entirety with full rights of survivorship and not as tenants in common  
115 OLSON AVENUE  
LONG BEACH, MS 39560  
(228) 342-3964

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

A parcel of land being a part of Lot Fifty-Three (53) of HENDERSON-SHIPMAN-HUGHES PARTITION of the Claim of B. Pellerin in Long Beach, First Judicial District of Harrison County, Mississippi, and in what would be Sections 14 and 23, Township 8 South, Range 12 West, if same were regularly laid out and surveyed, and better described as:

Beginning at the Northeast Corner of the intersection of Olson Avenue and Magnolia Street and run thence North a distance of 228 feet to the Point of Beginning; thence run East a distance of 116 feet; thence North a distance of 78 feet; thence run West a distance of 116 feet; thence run South a distance of 78 feet to the Point of Beginning. Said lot being Lot One (1) of the survey of J. P. Jones and J. N. Jones property as shown on a survey recorded in Deed Book 448 at Page 424, Deed Records of Harrison County, Mississippi.



Prepared by & Return To:  
Durlan Reed Bryant  
1150 Olson Lane  
Gulfport, MS 39503  
(228) 222-7771

Index As:  
Part of Lot 53, Henderson-Shipman  
Hughes Partition of the Claim of B.  
Pellerin, Sections 14 & 23, T8S, R12W,  
Harrison County, 1<sup>st</sup> JD, MS

(Space Above this Line for Recording Data)

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT

QUITCLAIM DEED

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

DURLON REED BRYANT and wife MEGAN ELIZABETH BRYANT  
as tenants by the entirety with full rights of survivorship and not as tenants in common  
GULFPORT, MS 39503  
Phone: (228) 222-7771

do hereby quitclaim unto

BIRM PROPERTIES, LLC  
A Mississippi Limited Liability Company  
12473 WARDEN DRIVE  
GULFPORT, MS 39560  
Phone: (228) 342-3964

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

A parcel of land being a part of Lot Fifty-Three (53) of HENDERSON-SHIPMAN-HUGHES PARTITION of the Claim of B. Pellerin in Long Beach, First Judicial District of Harrison County, Mississippi, and in what would be Sections 14 and 23, Township 8 South, Range 12 West, if same were regularly laid out and surveyed, and better described as:

Beginning at the Northeast Corner of the intersection of Olson Avenue and Magnolia Street and run thence North a distance of 228 feet to the Point of Beginning; thence run East a distance of 116 feet; thence North a distance of 78 feet; thence run West a distance of 116 feet; thence run South a distance of 78 feet to the Point of Beginning. Said lot being Lot One (1) of the survey of J. P. Jones and J. N. Jones property as shown on a survey recorded in Deed Book 440 at Page 424, Deed Records of Harrison County, Mississippi.

**MINUTES OF NOVEMBER 9, 2023  
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Information for STR Application- 115 Olson Avenue

Guests will be allowed a maximum of 3 vehicles. Vehicles will be parked as follows: under the carport, another vehicle beside the carport, and the third on the south side of the carport all the way up to the fence.

Trash and recycling will be placed on the west side of the street (opposite of house) every Monday and picked up by either manager or guest and placed back in the proper place (south of the carport).

**Rules and/or policies**

No events

No smoking e-cigarettes, and/or vaping

No commercial photography and/or filming allowed

Quiet hours 9 PM- 8 AM

Remove all bedding and place on top of beds.

Please do not remove mattress protectors.

Place all used dishes in the dishwasher. There are pods located under the sink. Please start the dishwasher before leaving.

Do not park in other yards- 3 car maximum. Two cars in the driveway and one car can pull up to the fence located on the south side of the home (next to the carport).

Do not adjust the thermostat to lower than 70 degrees.

If allowing your children or guests to play on the playground equipment, you must monitor them. We are not responsible for injuries.

If logging into your streaming services, please be sure to log out. We are not responsible for another guest using your subscriptions.

There is a first aid kit and a fire extinguisher underneath the sink.

**SHORT OR MID TERM RESIDENTIAL LEASE AGREEMENT**

This Lease Agreement shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. The Landlord/Lessor \_\_\_\_\_ shall be referred to as the Owner(s) and the Resident(s) \_\_\_\_\_ shall be referred to as the Tenant(s)/Lessee(s). As consideration for this Agreement, the Owner(s) agree to lease to the Tenant(s) and the Tenant(s) agree to lease from the Owner(s) for use solely as a private residence, the house located at: 115 OLSON AVENUE, LONG BEACH, MISSISSIPPI 39560.

If assistance is needed at any time, contact Megan Bryant (228) 342-3964.

If any of the Tenant(s)/Lessee(s) have not reached the age of 18 years old at the time of signing of this Agreement, then a special Parent/Relative form must be signed making them a signatory of the foregoing Lease Agreement with all obligations and responsibilities thereof.

**1. PROPERTY ADDRESS:**

The subject property to be leased by the Tenant from the Owner is located at:  
115 Olson Avenue, Long Beach, MS 39560.

**2. TERMS:**

The term shall commence at 3:00 O'Clock PM on \_\_\_\_\_, 20\_\_\_\_, and commence as a lease until 11:00 O'clock AM on \_\_\_\_\_, 20\_\_\_\_.

**3. RENT:**

Rent shall be \$\_\_\_\_\_ per night plus a \$\_\_\_\_\_ cleaning fee for a total of \$\_\_\_\_\_, which does not include any fees associated with a booking service (Airbnb, VRBO, etc.). This total must be payable in advance, upon reservation, by one of the following methods:

- A. Prior payment via booking service, which may include additional fees from booking service (Airbnb, VRBO)
- B. Check payable to RREM Properties, LLC by mail or otherwise delivered to 117 Olson Avenue, Long Beach, MS 39560
- C. Peer-to-peer payment via the Mobile App Venmo to Durlon Bryant @drbthatsme
- D. Or at such other places as may be designated by Owner from time to time.

**4. HOUSE RULES ACKNOWLEDGEMENT:**

Tenant agrees to abide by all house rules contained herein, whether adopted before or after the date of this Agreement, including rules with respect to noise, odors, disposal of refuse, animals, parking and use of common areas.

**5. HOUSE RULES AND POLICIES:**

- A. **WIRELESS INTERNET:** ATTU7V2XvS, password: FeelsLikeHome115
- B. **DOORBELL CAMERAS:** For security purposes, do not cover the doorbell cameras at any time.
- C. **NO EVENTS:** Tenant may not hold any events or gatherings that have more than the allowed number of people.



**MINUTES OF NOVEMBER 9, 2023  
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

SHORT OR MID TERM RESIDENTIAL LEASE AGREEMENT

- D. **PARKING:** 3 Vehicle maximum allowed at the property. Street parking is allowed. Trailers, RV, Boats, may be parked adjacent to the house on the side yard if room is present and no obstruction of access is caused to neighbors.
- E. **QUIET HOURS:** Will be from 9 PM to 8 AM. During this time, all radios, television sets, phonographs, stereos, car radios, stereos etc. must be turned down to a level of sound that does not annoy or interfere with neighbors.
- F. **LOCKS / KEYS:** Tenant(s) will enter the house via code given to them by the Owner. Only a key to the washer/dryer room under the carport will be provided to the Tenant(s). No key will be provided for the home. Tenant(s) must not lock the knob under the electronic deadbolt at the carport entry door. This will lock Tenant(s) from home. Tenant(s) may only use the electronic keypad dead bolt to enter and secure the property when leaving. Tenant is prohibited from adding locks to, changing, or in any way altering locks installed on the doors. All keys and devices must be returned to Owner(s) of the premises upon termination of the occupancy.
- G. **GUESTS:** Tenant(s) shall be responsible and liable for the conduct of his/her guests. Act of guest in violation of this Agreement or Owner(s) rules and regulation may be deemed by the Owner(s) to be a breach by Tenant/Tenant.
- H. **SMOKING:** No smoking is allowed within the residence by tenants or their guests. This includes vaping or e-cigarettes.
- I. **THERMOSTAT:** The thermostat may not be adjusted lower than 70 degrees in the summer, and higher than 78 degrees in the winter.
- J. **PLAY SET / SWING:** Use of the playset outside must be monitored by an adult at all times during use. Tenant understands that the Owner is not liable for any injury that may occur due to use by the Tenant, Tenant's Guest, or any child under the Tenant's supervision, and that use is at the Tenant's own risk.
- K. **STREAMING / MEDIA:** All smart Televisions possess the capability for logging in to any popular media streaming service. Should Tenant(s) choose to log in to their personal accounts for these, Tenant(s) are responsible for logging themselves out prior to departure.
- L. **BED LINENS:** Tenant shall ensure all bed linens for used beds during occupancy are removed and placed on top of the mattress prior to departure. Do not remove the mattress cover(s) / mattress protectors.
- M. **TRASH:** Tenant shall ensure all trash and foreign debris are picked up and placed in the proper receptacle prior to departure. The Tenant shall also remove the large trash bag in the kitchen and place it in the outside trash receptacle. If Tenant's stay includes a Monday, the Tenant is required to pull the outside trash receptacle to the west side of the street, across from the house, prior to Monday morning, for pickup by local municipality on Monday morning. Owner will return the trash receptacle after pickup.

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SHORT OR MID TERM RESIDENTIAL LEASE AGREEMENT

- N. **DISHES:** Prior to departure, tenant is required to place all dishes in the dishwasher and run the dishwasher. Dish pods are located under the kitchen sink.
- O. **MINOR EMERGENCIES:** A first aid kit is located under the kitchen sink and a fire extinguisher is conspicuously located in the kitchen.
- P. **BONFIRE:** Tenant agrees not to use a fire pit or stack wood anywhere on the premises.
- Q. **PHOTOGRAPHY:** No commercial photography or filming is allowed.
- R. **SIGNS:** Tenant shall not display any signs, exterior lights or markings. No awning or other projections shall be attached to the outside of the building.
- S. **ENTRANCES, WALKS, LAWNS AND DRIVEWAYS:** Entrances, walks, lawns and driveways shall not be obstructed or used for any purpose other than ingress and egress.
- T. **RADIO OR TELEVISION AERIALS:** Radio or Television aerials shall not be placed or erected on the roof or exterior without prior permission granted by the Owner(s). No additional holes are to be drilled in the floors, walls or ceilings to install additional phone and/or cable outlets.
- U. **STORAGE:** No goods or materials of any kind of description which are combustible or would increase fire risk or shall in any way increase the fire insurance rate with respect to the premises or any law or regulation, may be taken or placed in a storage area or the Residence itself. Storage in all such areas shall be at the Tenant's risk and Owner(s) shall not be responsible for any loss or damage.
- V. **WALLS:** No nails, screws, or adhesive hangers except standard picture hooks on the walls may be placed in walls, woodwork, or any part of residence without prior approval of the Owner.
- W. **CITY OF LONG BEACH:** All rules, regulations, and ordinances set forth by the city of long beach, Mississippi must be abided by.
6. **MULTIPLE OCCUPANCY:**  
It is expressly understood that this Agreement is between the Owner and each signatory jointly and severally. Each signatory shall be responsible for timely payment of rent and performance of all other provisions of this Agreement.
7. **UTILITIES:**  
Owner shall be responsible for the payment of all utilities and services including yard maintenance.
8. **USE:**  
The premises shall be used exclusively as a residence for no more than 6 persons. Additional guests staying more than a total of 16 hours without written consent of Owner shall constitute a violation of this Agreement.
9. **ANIMALS:**  
Animals other than those explicitly needed for their use as service animals are prohibited from being kept on the property. This includes house and/or yard. The presence of any animal that is not exclusively a service animal, shall constitute a violation of this Agreement.

pg. 3 of 7

**MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

SHORT OR MID TERM RESIDENTIAL LEASE AGREEMENT

**10. ORDINANCES AND STATUTES:**

Tenant shall comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force.

**11. ASSIGNMENT AND SUBLETTING:**

Tenant shall not assign this Agreement or sublet any portion of the premises without prior written consent of the Owner.

**12. MAINTENANCE, REPAIRS OR ALTERATIONS:**

Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated. Tenant shall, at his/her expense, maintain the premises in a clean and sanitary manner including all equipment, furniture, appliances, smoke detectors, and other items and SHALL SURRENDER THE SAME, AT TERMINATION, IN AS GOOD CONDITION AS RECEIVED, normal wear and tear excepted. Tenant shall be responsible for damages caused by his/her negligence and that of his/her family, invitees and guests. Tenant shall not paint, paper or otherwise redecorate or make alterations to the premises. Tenant shall not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any surrounding neighbors. For any required repairs, the Tenant(s) must contact the Owner first and allow the Owner to make the necessary repairs himself or arrange to have the repairs made as soon as possible by a qualified repairman or contractor. If the Owner is not contacted initially to handle the repairs, the entire cost of repair is then the responsibility of the Tenant(s). Tenant should be advised that the Owner maintains a list of all items contained within the property and that the tenant will be required to replace any items misplaced or unable to be located after departure.

**A. REPAIRS THAT THE LANDLORD WILL PAY ENTIRELY:** The Landlord will pay the entire cost to repair:

- (1) A condition caused by the Landlord or negligence of the Landlord.
- (2) Wastewater stoppages or backups caused by deterioration, breakage, roots, Ground condition, faulty construction, or malfunctioning equipment.
- (3) A condition that adversely affects the health or safety of an ordinary tenant which is not caused by Tenant, an occupant, a member of Tenant's family, or guest or invitee of Tenant
- (4) A condition in the following items which is not caused by Tenant or Tenant's negligence
  - a. Heating and air conditioning systems
  - b. Water Heaters or
  - c. Water penetration from structural defects.

**B. REPAIRS THAT TENANT WILL PAY ENTIRELY:** Tenant will pay Landlord or any contractor Landlord directs Tenant to pay the entire cost to repair.

pg. 4 of 7

SHORT OR MID TERM RESIDENTIAL LEASE AGREEMENT

- (1) A condition caused by Tenant, an occupant, a member of Tenant's family, or a guest or invitee of Tenant (a failure to timely report an item in need of repair or the failure to properly maintain an item may cause damage for which Tenant may be responsible)
- (2) Damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively service the Property.
- (3) Damage to doors, windows or screens.
- (4) Damage from windows or doors left open

**13. INVENTORY:**

Any furnishings and/or equipment to be furnished by Owner shall be listed in a separate list, which shall be made part of this agreement. Tenant shall keep the furnishings and equipment in good condition and repair and shall be responsible for any damage to them other than normal wear and tear.

**14. DAMAGE TO PREMISES:**

If the premises are damaged by fire or from other cause which renders the premises untenable, either party shall have the right to terminate this Agreement as of the date on which the damage occurs. Written notice of termination shall be given to the party within twenty-four hours (24 hours) after occurrence of such damage. Should such damage or destruction occur as the result of the negligence of Tenant, or his/her invitees, then only the Owner shall have the right to terminate. Should such damage or destruction occur as the result of the negligence of Tenant, or his/her invitees, then only the Owner shall have the right to terminate. Should this right be exercised by either the Owner or Tenant, then rent for the current term shall be prorated between the parties as of the date the damage occurred. Any prepaid rent be refunded to the Tenant. If this Agreement is not terminated, then the Owner shall promptly repair the premises and there shall be a proportionate reduction of rent until the premises are repaired and ready for Tenant's occupancy. The proportionate reduction shall be based on the extent which repairs interfere with Tenant's reasonable use of the premises.

**15. ENTRY AND INSPECTION:**

Owner shall have the right to enter the premises: (A) in case of emergency (B) for a general inspection (C) to make necessary or agreed repairs, alterations, improvements, supply necessary or agreed services, show the premises to prospective or actual buyers, lenders, tenants, workmen or contractors, or (D) when the owner suspects that the premises have been abandoned or surrendered by the Tenant. Except under (A) and (D), the Owner will attempt to give at least 12 hours prior notice to the Tenant and then enter during normal business hours.

**16. INDEMNIFICATION:**

Owner shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises, in common areas, or use of facilities contained on the property unless such damage is the legal result of the negligence or unlawful act of Owner, his/her agents, or employees, or unlawful act of Owner, his/her agents or employees. This indemnification includes use of any outdoor items provided for use by the Owner to the Tenant (swing

pg. 5 of 7

**MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

SHORT OR MID TERM RESIDENTIAL LEASE AGREEMENT

- set, wagons, etc.). Use of these items is at the Tenant's own risk. IT IS UNDERSTOOD THAT OWNERS'S INSURANCE DOES NOT COVER TENTANT'S PERSONAL PROPERTY.
17. **PHYSICAL POSSESSION:** If Owner is unable to deliver possession of the premises at the commencement date set forth above, Owner shall not be liable for any damage caused, nor shall this Agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered.
  18. **WAIVER:** Failure of Owner to enforce any provision of this Agreement shall not be deemed a waiver. The acceptance of rent by Owner shall not waive his/her right to enforce any provision of this Agreement.
  19. **NOTICES:** Unless otherwise provided, any notice which either party may give or is required to give may be given by mailing the same, postage prepaid to Tenant at the premises or to Owner at the address shown in the signature block or at such other places as may be designated by the parties from time to time.
  20. **HOLDING OVER:** No hold over at the completion of this Lease is allowed by the Owner. Any exception is at the sole discretion of the Owner and will be issued to the Tenant in writing, prior to completion of the Lease.
  21. **TIME:** Time is of this essence in this Agreement.
  22. **ATTORNEY'S FEES:** In any action or proceeding involving a dispute between Owner and Tenant arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs.
  23. **FAIR HOUSING:** Owner and Tenant understand that the Federal Fair Housing Law prohibits discrimination in the sale, rental, appraisal, financing or advertising of housing on the basis of race, religion, color, sex, familial status, handicap or national origin.
  24. **YARD MAINTENANCE:** Owner is responsible for entire yard maintenance (mowing, trimming, leaves and branch removal) at least every other week during the growing season. (March through Oct).
  25. **SUMMARY OF TENANTS GENERAL RESPONSIBILITIES**  
 Tenant, at tenant's expense must:
    - A. Keep the property clean and sanitary
    - B. Properly dispose of all garbage in appropriate receptacles
    - C. Act to eliminate any dangerous condition on the Property
    - D. Replace any lost or misplaced keys.
    - E. Promptly notify landlord, in writing, of all needed repairs

pg. 6 of 7

SHORT OR MID TERM RESIDENTIAL LEASE AGREEMENT

**26. SIGNATURES**

The Owner(s) and Tenant(s) Acknowledge Acceptance and Receipt of this Lease Document.

Tenant(s) / Lessee(s):

Print Name	Signature	Date
------------	-----------	------

Owner(s):

Print Name	Signature	Date
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RREM Properties, LLC

Address:

117 Olson Avenue, Long Beach, MS 39560

pg. 7 of 7





**MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**National Real Estate  
Insurance Group  
INSURANCE PROPOSAL**

Proposal Issued  
01/10/2023

**Named Insured**  
RREM Properties, LLC  
P.O. Box 3554  
Gulfport, MS 39505

**Property Information**

<b>Loc No.</b> 0001 - 115 Olson Avenue Long Beach, MS 39560	<b>Property Type</b>	Single Family			
	<b>Unit Count</b>	1	<b>Pool/Hot Tub</b>	NO	
<b>Sq. Ft.</b> 1,100	<b>Occupancy*</b>	Occupied	<b>Force-Placed</b>	NO	

**Coverages**

Property Coverages - NRE8110522	
NRE8110522 - United National Insurance Company	
Form*	Special
Dwelling Limit	\$130,000
Coverage Type	RCV
Co-Insurance	NIL
Named Windstorm***	Included
Other Structures	Excluded
Loss Rents	\$7,500
Contents Coverage	\$6,000
Ordinance or Law	
Coverage A - Loss to undamaged portion of building	Excluded
Coverage B - Demolition Costs	Excluded
Coverage C - Increase in cost of construction	Excluded
Flood Coverage	Excluded
Earth Movement Coverage	Excluded
Tenant Protector Plan - Limit of Liability	Excluded
Tenant Protector Plan - Tenant Contents	Excluded
Terrorism/Political Violence Coverage - VA412200003	\$130,000
VA412200003 - Lloyds of London	
Premises Liability Coverage - REI3000000001-00	\$1,000,000/\$2,000,000
REI3000000001-00 - Llo Specially Insurance Company	
Medical Payments	\$2,500
Personal and Advertising Injury	Excluded
Product and Completed Operations	Excluded
Canine Liability Limit	\$25,000
Equipment Breakdown Coverage- BME1-4R262973-TIL-22	\$137,500
BME1-4R262973-TIL-22 - Travelers Property Casualty Company of America	
Service Line Coverage	Excluded
Property Management E&O	Excluded

10/23/23, 12:43 PM

Gmail - Fw: RE: STR coverage on policy E773750 & REI3000000001-00



Megan Bryant <meganbryantrealforms@gmail.com>

**Fw: RE: STR coverage on policy E773750 & REI3000000001-00**  
1 message

**durlon** <durlon@protonmail.com>  
To: Megan Bryant <meganbryantrealforms@gmail.com>

Mon, Oct 23, 2023 at 10:28 AM

See below and attached

Sent from iPhone Mail for iOS

----- Forwarded message -----

From: Allison Sharp <allison@protonmail.com>  
Date: On Mon, Oct 23, 2023 at 10:24 AM  
Subject: Fw: RE: STR coverage on policy E773750 & REI3000000001-00  
To: durlon <durlon@protonmail.com>  
Cc: Michelle Pierce <michelle@protonmail.com>

Good Morning,

I've attached some documents for you to provide as proof to the city. The first is your EOI with "short term rental" under remarks. The second is the initial policies documents with the underwriting questions that states we are aware this is a short term/vacation rental – on page 6.

Let us know if you need anything else.

Thank you,

Allison Sharp  
Client Service Advisor

888-741-8454 ext. 4379  
Allison@nreig.com



**National Real Estate  
Insurance Group**  
11501 Highway 90, Suite 100  
Birmingham, MS 38241

National Real Estate Insurance Group is the nation's leading agency offering coverage options for real estate investors across the country.

**MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**National Real Estate  
Insurance Group**

**INSURANCE PROPOSAL**

Proposal Issued  
01/10/2023

**Named Insured**  
RREM Properties, LLC  
P.O. Box 3554  
Gulfport, MS 39505

**Property Information**

Loc No. 0001 - 115 Olson Avenue Long Beach, MS 39560	<b>Property Type</b>	Single Family		
	<b>Unit Count</b>	1	<b>Pool/Hot Tub</b>	NO
<b>Sq. Ft.</b> 1,100	<b>Occupancy*</b>	Occupied	<b>Force-Placed</b>	NO

**Coverages**

Property Coverages - NRE8110522	
NRE8110522 - United National Insurance Company	
Form*	Special
Dwelling Limit	\$130,000
Coverage Type	RCV
Co-Insurance	NIL
Named Windstorm***	Included
Other Structures	Excluded
Loss Rents	\$7,500
Contents Coverage	\$6,000
Ordinance or Law	
Coverage A - Loss to undamaged portion of building	Excluded
Coverage B - Demolition Costs	Excluded
Coverage C - Increase in cost of construction	Excluded
Flood Coverage	Excluded
Earth Movement Coverage	Excluded
Tenant Protector Plan - Limit of Liability	Excluded
Tenant Protector Plan - Tenant Contents	Excluded
Terrorism/Political Violence Coverage - VA412200003	\$130,000
VA412200003 - Lloyds of London	
Premises Liability Coverage - REI3000000001-00	\$1,000,000/\$2,000,000
REI3000000001-00 - Lio Specialty Insurance Company	
Medical Payments	\$2,500
Personal and Advertising Injury	Excluded
Product and Completed Operations	Excluded
Canine Liability Limit	\$25,000
Equipment Breakdown Coverage- BME1-4R262973-TIL-22	\$137,500
BME1-4R262973-TIL-22 - Travelers Property Casualty Company of America	
Service Line Coverage	Excluded
Property Management E&O	Excluded

**Property Information**

Loc No. 0001 - 115 Olson Avenue  
Long Beach, MS 39560

**Deductibles**

All Peril	\$2,500
Theft/VMM ( \$30,000 Limit - Not to exceed dwelling limit)	\$2,500
Wind/Hail	\$5,000
Named Windstorm	\$5,000
Flood	Excluded
Earth Movement	Excluded
Tenant Protector Plan - Contents (For the Tenant)	Excluded
Tenant Protector Plan - Liability	Excluded
Premises Liability	\$0
Equipment Breakdown	\$2,500
Service Line	Excluded
Property Manager E&O	Excluded

**Cost Summary**

**Monthly**

Monthly Cost	\$113.74
Program Administration Fee	\$12.96
Surplus Lines Tax	\$1.27
<b>Total Monthly Cost</b>	<b>\$127.97</b>
Account Set-up Fee (one-time charge)	\$50.00
Monthly Installment Fee	\$7.00

**Annual**

Annual Cost	\$1,364.88
Program Administration Fee	\$155.52
Surplus Lines Tax	\$15.24
<b>Total Annual Cost</b>	<b>\$1,535.64</b>
Account Set-up Fee (one-time charge)	\$50.00

# MINUTES OF NOVEMBER 9, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

**Exclusions & Endorsements**

- Misreporting the occupancy status (vacant, occupied, under renovation, or new construction) of any real estate property may result in a reduction of insurance coverage and/or a claim denial at the time of a loss.
- Theft, vandalism, and malicious mischief causes of loss have a \$30,000 sublimit of coverage subject to any applicable deductible.
- This proposal does not include coverage for any intentional tenant damage to the client's real property(s), including, without limitation, malicious destruction before and during occupancy, or within 10 days of eviction or vacancy.
- Coverage for flood is not included.
- Coverage for earthquake shock is not included.
- Coverage for sinkhole is not included.
- Detached or secondary structures are excluded from coverage.
- Coverage for service line failure is not included.
- Professional liability coverage for property owners who self-manage their locations is not included.
- If detached or secondary structure is occupied or intended to be occupied by a tenant, it must be insured as a separate location.
- All units shall have operable smoke detectors present as coverage will be void in the event a loss occurs due to or arising out of a fire and it is determined that smoke detectors in working order were not present.
- Any pool located at an insured location must satisfy all governing laws (federal, state, local, municipal, etc...) concerning the ownership and maintenance of the pool which fails to satisfy such governing laws. In order for coverage to be afforded, the pool should be included in your coverage.
- Cyber liability coverage is excluded unless purchased separately.
- Professional Liability coverage is not included in the premise liability form purchased through the NREIG Program.
- Terrorism coverage is included at a rate of \$1.00 per unit per month unless specifically declined or excluded based on geographic location. See policy for coverage and exclusion details.
- For any roof that is more than fifteen years old, the roof and roof coverings will have the losses settled at Actual Cash Value.
- All coverage changes not reported to NREIG by close of business on the first day of the month will take effect as of the current month. Example: all January changes must be reported by February 1st in order to be backdated to a January effective date.
- Review policy links for a full list of policy exclusions.
- Damage to roofs and sidings that is considered to be cosmetic in nature and that does not affect the integrity of the roof will be excluded from coverage. This can include marring, pitting, spatter or splatter marks, blemishes dents, dings, dimples, chips, scratches, gouges, grooves, or other superficial damage.

Initial's here

**Quotation Questionnaire**

What is the effective/start date(mm/dd/yyyy) of your coverage? 02/25/2023

Have you had any claims in the past? NO

**Property and Liability Questionnaire**

Occupancy Status	Occupied
Cause Of Loss	Special
What percentage(%) of tenants subsidized?	0
Would you like to add the tenant protector plan to this location?	NO
Would you like to add coverage for Earth Movement (Earthquake and Sinkhole)?	NO
Would you like to add Flood coverage?	NO
Would you like to add Ordinance or Law coverage?	NO
Would you like to add Terrorism & Political Violence?	YES
Would you like to add Equipment Breakdown coverage?	YES
Would you like to add PMEO coverage?	NO
Would you like to add Service Line coverage?	NO
Are any commercial operations occurring on the premises?	NO
Is this location professionally managed?	NO
Does the property owner self-manage this property?	YES
Does any commercial cooking occur on the premises?	NO
Is there a pool, hot tub, and/or spa at this location?	NO
Is the porch or roofline sagging?	NO
Are functioning smoke detectors installed?	YES
Are there any structural issues?	NO
Is this location used as a vacation or seasonal rental?	YES
Does the property have (either) Knob And Tube or Aluminum wiring?	None
Does the location contain a wood-burning stove?	NO
Is this lender placed coverage or a non performing note?	NO
Are there any detached structures on the property?	NO
Select your Included limit of liability	1M/2M
Is the location leased to students?	NO
Is Renters Insurance required?	YES
Are there any existing city/state housing code violations associated with this property?	NO
Are there any local/state rental law, code or statute violations associated with this property?	NO
Are locks changed or replaced upon a tenant leaving?	YES
Are there any existing damage or maintenance issues at this property?	NO
Does the location have a wood shake roof?	NO
When required, are the heating, electrical and plumbing systems serviced by a qualified trade professional?	YES
Does the property have Exterior Insulating Finishing Systems (EIFS) on supporting structures?	NO
Is Premises kept in a well-maintained status?	YES
Is the property on stilts? (not including crawlspaces)	NO

# MINUTES OF NOVEMBER 9, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

<b>ACORD</b>		<b>EVIDENCE OF PROPERTY INSURANCE</b>	OP ID	DATE (MM/DD/YYYY) 10/23/2023
THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.				
AGENCY PHONE (888) 741-8454 National Real Estate Insurance Group, LLC 11500 N Ambassador Dr, Ste 310 Kansas City, MO 64153, United States  FAX (913) 894-6534   E-MAIL ADDRESS: service@nreig.com AGENCY ADDRESS: CODE:   SUB CODE: AGENCY CUSTOMER ID #: INSURED RRCM Properties, LLC  P.O. Box 3554 Gulfport, MS 39505, United States  ACCOUNT NUMBER: NREIG0024155-00      ENDORSEMENT NUMBER:	COMPANY Great American Insurance Company  LOAN NUMBER:      POLICY NUMBER: 8773750  EFFECTIVE DATE: 02/25/2023      EXPIRATION DATE: 02/25/2024 CONTINUED UNTIL TERMINATED IF CHECKED <input checked="" type="checkbox"/> X THIS REPLACES PRIOR EVIDENCE DATED:			

**PROPERTY INFORMATION**

LOCATION/DESCRIPTION  
 Location No: 1 Building No: 1  
 115 Olson Avenue,  
 Long Beach MS 39560  
Investment Property

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Building	\$132,000	\$2,500
Loss of Rents	\$7,500	
Business Personal Property	\$6,000	
Theft & Vandalism/Malicious Mischief	\$30,000	\$2,500
Wind/Hail/Named Windstorm	\$132,000	\$1,000
Special Form Coverage		
Replacement Cost Value		

**REMARKS (Including Special Conditions)**

ANNUAL LOCATION COST : \$1,552.44

Short Term Rental.

\*This is a monthly reporting form policy. This location will be added to your inventory report. If you do not close or if your closing is delayed, please notify us immediately so you are not billed for this property. \*\*Cost is inclusive of premium, taxes, dues and any other applicable fees. Group policy issued to Connected Investors Real Estate Insurance Services, LLC, 350 Wild Rose Lane #400, West Des Moines, IA 50366.

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**ADDITIONAL INTEREST**

NAME AND ADDRESS	MORTGAGEE LOSS PAYEE	ADDITIONAL INSURED LENDER'S LOSS PAYEE
	<input checked="" type="checkbox"/> X	
	LOAN #	
	AUTHORIZED REPRESENTATIVE	

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<b>ACORD</b>		<b>EVIDENCE OF PROPERTY INSURANCE</b>	OP ID	DATE (MM/DD/YYYY) 10/23/2023
THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.				
AGENCY PHONE (888) 741-8454 National Real Estate Insurance Group, LLC 11500 N Ambassador Dr, Ste 310 Kansas City, MO 64153, United States  FAX (913) 894-6534   E-MAIL ADDRESS: service@nreig.com AGENCY ADDRESS: CODE:   SUB CODE: AGENCY CUSTOMER ID #: INSURED RREM Properties, LLC  P.O. Box 3554 Gulfport, MS 39505, United States  ACCOUNT NUMBER: NREIG0024155-00      ENDORSEMENT NUMBER:	COMPANY Lloyds of London  LOAN NUMBER:      POLICY NUMBER: VA412300004  EFFECTIVE DATE: 02/25/2023      EXPIRATION DATE: 02/25/2024 CONTINUED UNTIL TERMINATED IF CHECKED <input checked="" type="checkbox"/> X THIS REPLACES PRIOR EVIDENCE DATED:			

**PROPERTY INFORMATION**

LOCATION/DESCRIPTION  
 Location No: 1  
 115 Olson Avenue,  
 Long Beach MS 39560  
Terrorism

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Terrorism & Political Violence	\$132,000	\$2,500

**REMARKS (Including Special Conditions)**

\*This is a monthly reporting form policy. This location will be added to your inventory report. If you do not close or if your closing is delayed, please notify us immediately so you are not billed for this property. \*\*Cost is inclusive of premium, taxes, dues and any other applicable fees. Group policy issued to Connected Investors Real Estate Insurance Services, LLC, 350 Wild Rose Lane #400, West Des Moines, IA 50366.

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**ADDITIONAL INTEREST**

NAME AND ADDRESS	MORTGAGEE LOSS PAYEE	ADDITIONAL INSURED LENDER'S LOSS PAYEE
	<input type="checkbox"/>	
	LOAN #	
	AUTHORIZED REPRESENTATIVE	

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# MINUTES OF NOVEMBER 9, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/23/2023
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.				
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).				
PRODUCER National Real Estate Insurance Group, LLC 11500 N Ambassador Dr, Ste 310 Kansas City, MO 64153, United States	CONTACT NAME: PHONE: (888) 741-8454 FAX: (913) 894-6534 E-MAIL: service@nreiq.com ADDRESS:			
INSURED KREM Properties, LLC P.O. Box 3554 Gulfport, MS 39505, United States ACCOUNT NUMBER: NREIG0024155-00	INSURER(S) AFFORDING COVERAGE INSURER A: Lio Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:			
COVERAGE(S) CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.				
TYPE OF INSURANCE <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS UMBRELLA LIAB EXCESS LIAB WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	ADD'L INSUR. REQ. / W/O POLICY NUMBER POLICY EFF. (MM/DD/YYYY) POLICY EXP. (MM/DD/YYYY) LIMITS EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTERS (Premises of a occurrence) \$ 100,000 MED EXP (Any one person) \$ 50,500 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded SCHEDULED AUTOS NON-OWNED AUTOS EXCESS OCCUR CLAIMS-MADE RETENTION \$ Y/N N/A E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Location No: 1 115 Olson Avenue, Long Beach MS 39560				
CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE				

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ACORD		EVIDENCE OF PROPERTY INSURANCE		DATE (MM/DD/YYYY) 10/23/2023						
THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.										
AGENCY National Real Estate Insurance Group, LLC 11500 N Ambassador Dr, Ste 310 Kansas City, MO 64153, United States FAX: (913) 894-6534 E-MAIL: service@nreiq.com ADDRESS:	COMPANY Travelers Property Casualty Company of America POLICY NUMBER BMK-4R262973 EFFECTIVE DATE: 02/25/2023 EXPIRATION DATE: 02/25/2024 <input checked="" type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED THIS REPLACES PRIOR EVIDENCE DATED:									
AGENCY CODE: AGENCY CUSTOMER ID #: INSURED KREM Properties, LLC P.O. Box 3554 Gulfport, MS 39505, United States ACCOUNT NUMBER: NREIG0024155-00 ENDORSEMENT NUMBER:	LOAN NUMBER: POLICY NUMBER: EFFECTIVE DATE: EXPIRATION DATE: CONTINUED UNTIL TERMINATED IF CHECKED: THIS REPLACES PRIOR EVIDENCE DATED:									
PROPERTY INFORMATION LOCATION/DESCRIPTION Location No: 1 115 Olson Avenue, Long Beach MS 39560 Equipment Breakdown										
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
COVERAGE INFORMATION <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">COVERAGE / PERILS / FORMS</th> <th style="width: 25%;">AMOUNT OF INSURANCE</th> <th style="width: 25%;">DEDUCTIBLE</th> </tr> </thead> <tbody> <tr> <td>Equipment, Breakdown</td> <td style="text-align: center;">\$145,500</td> <td style="text-align: center;">\$2,500</td> </tr> </tbody> </table>					COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE	Equipment, Breakdown	\$145,500	\$2,500
COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE								
Equipment, Breakdown	\$145,500	\$2,500								
REMARKS (Including Special Conditions) *This is a monthly reporting form policy. This location will be added to your inventory report. If you do not close or if your closing is delayed, please notify us immediately so you are not billed for this property. Master policy issued to Connected Investors Real Estate Insurance Services, LLC, 5500 Wild Rose Lane #400, Hunt Des Moines, IA 50266										
CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.										
ADDITIONAL INTEREST NAME AND ADDRESS MORTGAGEE LOSS PAYEE ADDITIONAL INSURED LEANDER'S LOSS PAYEE LOAN # AUTHORIZED REPRESENTATIVE										

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**MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

After considerable discussion, Commissioner Glenn made motion, seconded by Commissioner Gaddy 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 20136 Pineville Road, Tax Parcel 0511J-02-066.000, submitted by Nancy S.L. McGill Irrevocable Trust (owner) and Mollie Glass (property manager), as follows:



MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



I Monke Glass, owner of the property located at 20136 Pineville Rd, Long Beach, Tax Parcel 0511J-02-0000.000 affirm that I am in compliance with building codes, deed restrictions and/or covenants, and have paid all applicable taxes, fees and other charges. I acknowledge that a violation of the ordinances of the City of Long Beach shall result in the suspension or revocation of the permit.

[Signature]  
signature

10/2/23  
date



Space Above Line For Official Use Only

<b>Instrument Prepared By and Return To:</b> Patrick W. Kirby, MSB 100786 2304 19th Street, Suite 203 Gulfport, Mississippi 39501 (228) 596-5023	<b>Grantor:</b> Nancy Sharon Ladner McGill 15173 Mellenger Street Gulfport, MS 39503 (228) 223-4607	<b>Grantee:</b> Nancy Sharon Ladner McGill, trustee of the Nancy Sharon Ladner McGill Living Trust 15173 Mellenger Street Gulfport, MS 39503 (228) 223-4607
To the Chancery Clerk of Harrison County, Mississippi: Southeast 1/4 of the Northwest 1/4 (SE 1/4 of the NW 1/4) of Section 10, Township 6 South, Range 12 West, Harrison County, Mississippi		

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

**WARRANTY DEED**

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, together with other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the undersigned, NANCY SHARON LADNER MCGILL ("Grantor"), does hereby sell, convey and warrant unto NANCY SHARON LADNER MCGILL AS TRUSTEES OF THE NANCY SHARON LADNER MCGILL LIVING TRUST ("Grantee"), any and all interest they may have in the following real property lying and being situated in Harrison County, Mississippi, being more particularly described as follows:

- 20136 Pineville Road, Long Beach, MS 39560

**Legal Description attached hereto as Exhibit "A"**

This conveyance is also made subject to any and all restrictive and protective covenants and conditions, easements, rights of way and prior reservations of oil, gas and other minerals of record pertaining to the above-described property.

Any of the hereinabove described property which is now or has at any time been below the mean high tide or is claimed by the State of Mississippi as wetlands is conveyed by quitclaim only.

This conveyance is subject to any and all mineral reservations by previous owners, all

building restrictions and easements shown of record, and to any statement of facts which would be disclosed by an accurate survey and inspection of the premises. TITLE NOT EXAMINED.

The terms "Grantor" and "Grantee" are used for singular or plural, as context requires, and include the respective heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Grantor has signed and delivered this Warranty Deed on this the 19th day of May, 2020.

[Signature]  
NANCY SHARON LADNER MCGILL

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, on this the 19th day of May, 2020, within my jurisdiction, the within named NANCY SHARON LADNER MCGILL who acknowledged that they executed the foregoing instrument on the day and year therein stated.

[Signature]  
NOTARY PUBLIC

My Commission Expires:

2-12-2020





**MINUTES OF NOVEMBER 9, 2023**  
**REGULAR MEETING**  
**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**  
**EXHIBIT "A"**

**1. 20136 Pineville Road, Long Beach, MS 39560**

A parcel of land located in the Southeast ¼ of the Northwest ¼ (SE ¼ of the NW ¼) of Section 10, Township 6 South, Range 12 West, Harrison County, Mississippi and being more particularly described as follows:

Beginning at a concrete monument found on the North line of the Southeast ¼ of the Northwest ¼ at a point which is 711 feet West of the Northeast corner of said Southeast ¼ of the Northwest ¼ of Section 10, Township 6 South, Range 12 West and from said point of beginning South 89 degrees 57 minutes 08 seconds West for a distance of 146.68 feet to a concrete monument found; thence South 00 degrees 02 minutes 57 seconds West a distance of 1000.34 feet to an iron rod and the POINT OF BEGINNING; thence from the point of beginning run North 89 degrees 57 minutes 07 seconds East a distance of 107.31 feet to an iron rod; thence run South 00 degrees 00 minutes 40 seconds West a distance of 299.08 feet to an iron rod situated on the North Margin of Pineville Road thence run South 89 degrees 39 minutes 26 seconds West along the north margin a distance of 107.50 feet to an iron rod; thence run North 00 degrees 02 minutes 57 seconds East a distance of 299.63 feet to the POINT OF BEGINNING. Said parcel contains 0.736 acres, more or less.

Trash Management Plan:

We have rented an extra can from Waste Management to ensure there are sufficient cans available to get guests through the week. Guests are asked to place cans at the road Sunday evening and bring them in Monday afternoon. We remind guests staying on a Sunday evening to do so, and in the event the property is vacant on a Sunday evening, we do so.

Parking Rules & Plan:

Our home is on a large lot with sufficient parking for several vehicles. The guests are told to park in the yard, alongside the house.

**Birds & Blooms Vacation Retreat**

Long Beach, Mississippi 39560

Thank you for selecting our "Birds and Blooms Vacation Retreat". Please read and send us an e-mail that you agree to the terms of this lease agreement following the directions below.

The Booking Guest must respond to our email stating that you are over the age of 18 and agree to the terms of the lease.

**Please also include a good contact number for you during your stay.**

We make every effort to ensure your check-in time is upheld but however sometimes unforeseen issues may delay check-in. We will notify you of these as soon as we foresee them.

Thank you again and we look forward to hosting you soon!

Mollie Glass, Property Manager – 228-223-4607

**MINUTES OF NOVEMBER 9, 2023**  
**REGULAR MEETING**  
**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**  
Lease Agreement

**Check-in Time:** 4:00 pm      **Check-out Time:** 10:00 am

**This is a NON SMOKING unit.**

**PETS:** are not permitted without the written consent of owner. Any pet allowed, with written consent prior to booking, will be imposed fees/deposits and Pet Agreement. If pet is taken onto property without written consent to guest or visitor of guest the entire security deposit could be forfeited by the guest due to violation of the lease agreement.

**MAXIMUM OCCUPANCY:** Maximum number of overnight guests is limited to the number of persons paid for and stated on the booking website. Owner reserves the right to refuse access to guest and/or guests in excess of this number of persons upon arrival or during the occupancy and/or assess additional fees. Any waiver of this policy must be agreed upon by owner prior to lease agreement in writing.

**DAILY HOUSEKEEPING:** Is not provided. While linens and bath towels are included with the cottage, daily maid service is not provided. We do not permit towels or linens to be taken out of the cottage with the exception of some beach towels in the cottage....we recommend all guests bring their own beach towels. Since there is a washer and dryer within the cottage, the guests at any time during their stay may use them for their needs. For stays 7 days or longer guest can request housekeeping for a fee. Please contact us for the amounts.

**SECURITY DEPOSIT:** The security deposit must be paid prior to all Check-ins. The Security Deposit is required by our insurance carrier and is non-negotiable. The security deposit will be refunded to the guest within 30 days of Check-Out. In most cases the deposit will be refunded sooner once the property is inspected by the Cottage Manager.

The Owners do reserve the right to collect any funds for the following:

- (1) Lost or misplaced keys for cottage could result in a \$10 or more charge. Please keep track of keys for security reasons, etc.
  - (2) Damage to cottage or its contents, beyond normal wear and tear.
  - (3) Charges incurred due to contraband, pets, unlawful activities or any unforeseen issues.
  - (4) Theft of any property or product associated with the grounds of the cottage.
  - (5) Eviction charges incurred by the owner, representative of the owner or local law enforcement.
- Please leave the premises as you found it. Guests will be responsible for any damages caused directly or indirectly by themselves or their guests during the stay. **\*We will charge for any damage or missing items. (please notify owners to any problems or issues at the time of check-in). example: We are not concerned if your three year old breaks a glass but please let us know!** We will submit to the Guest an itemized list of any lawful deductions and damages that have been determined within 14 days of departure.

**RATE CHANGES:** Future rates subject to change without notice.

**CANCELLATION POLICY:** On Daily/Weekly Rentals, 50% refund if requested cancellation is within 60 days of arrival or check-in dates. A cancellation fee of \$200 can be charged if the request is less than 30 days before those dates. Please address the cancellation with the owner.

On Monthly Rentals, full refund if requested 60 days prior to arrival or check-in dates. A \$500 cancellation fee can be charged if requested less than 60 days prior to check-in or arrival date. Please address the cancellation with owner. No refunds for late arrival or early departure.

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

**CHILDREN:** Children are not allowed to bring the outdoor riding toys indoors.

The swing set is designed for younger children 8 and under as it is not anchored in the ground and will tip easily.

Parents allow their children to play on the outdoor toys at their own risk. Children must be supervised at all times.

Please don't allow children to drink or eat items that stain or would be difficult to remove on the living room rug area or cloth furniture.

Thanks in advance in helping keep the property in great condition.

**STORM/WEATHER OR EMERGENCY POLICY:** If a catastrophe (hurricane, tropical storm, tornado, earthquake, flood, hail, etc.) or in the case of an emergency (riot, war, unlawful acts of others) that would impair a vacation, injures the guest or damages/destroys the guests' personal property the owner is not responsible and not responsible for any of the following:

\*Finding alternate lodgings

\*Financial losses related to transportation or alternate lodging for the guests

\*Medical, legal fees, etc. that might result due to the event or activity listed above suffered by the guests

If on the day that the rental is scheduled to begin, the property is uninhabitable or the property is not reachable by the usual means of transportation or access to the property by visitors is prohibited by authorities the owners will refund the guest all monies received relating to the lease. If the situation listed above occurs during the leased period the guests will be refunded at the pro-rated amount.

**TRAVEL INSURANCE:** We highly recommend all guests purchase travel insurance.

The Homeowners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.

By responding to our original email, you agree to the terms of this lease.

# MINUTES OF NOVEMBER 9, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

NAMED INSURED: NANCY SHARON LADNER MCGILL LIVING TRUST		POLICY NUMBER: XDP5020293D	
LOCATION #1 - 20136 PINEVILLE RD LONG BEACH MS 39560 - HARRISON COUNTY			
COVERAGE	LIMIT	PREMIUM	
<b>DWELLING FIRE</b>			
COVERAGE A - DWELLING (RCV)	\$200,000	\$3,501.00	
COVERAGE B - OTHER STRUCTURES	\$5,512	\$96.00	
COVERAGE D - FAIR RENTAL VALUE	\$8,000	\$140.00	
PREMISES LIABILITY	\$100,000	\$75.00	
MEDICAL PAYMENTS TO OTHERS	\$1,000	\$5.00	
VANDALISM OR MALICIOUS MISCHIEF	\$213,512	\$107.00	
ROOF COVERAGE - ACV		INCL	
<b>DEDUCTIBLES</b>			
AOP DEDUCTIBLE: \$2,500			
WIND/HAIL DEDUCTIBLE: 5%			
		<b>TOTAL BASE PREMIUM: \$3,924.00</b>	
<b>RATING FACTORS &amp; UNDERWRITING INFORMATION:</b>			
POLICY FORM: DP3 <input checked="" type="checkbox"/>	NUMBER OF STORIES: 1		
OCCUPANCY: TENANT	SQUARE FOOTAGE: 1,600		
DISTANCE TO COAST: 1.9000 MILES	FOR SALE: NO		
TERRITORY: A	ON HISTORICAL REGISTRY: NO		
PROTECTION CLASS: 5	IN GATED COMMUNITY: NO		
CONSTRUCTION TYPE: FRAME	RENTAL TERM: WEEKLY		
YEAR OF CONSTRUCTION: 1958	ROOF CONSTRUCTION: COMPOSITE SHINGLE		
YEAR OF WIRING UPDATES: 2001	ROOF GEOMETRY: GABLE ROOF		
YEAR OF PLUMBING UPDATES: 2000	ROOF SHEATHING: OTHER/UNKNOWN		
YEAR OF HEATING UPDATES: 2008	ROOF ANCHOR: OTHER/UNKNOWN		
YEAR OF ROOFING UPDATES: 2005	OPENING PROTECTION: OTHER/UNKNOWN		
ROOF AGE: 18 YEARS			
# OF NON-WIND LOSSES: 0			
# OF WIND LOSSES: 1			
PROTECTIVE DEVICE(S): SMOKE DETECTORS			

This Certificate shall not be valid unless signed by Johnson & Johnson Inc  
Dated at Charleston, South Carolina on 07/17/2023.

By   
Producing Agent: FRANCIS G JOHNSON

DF2016 (04/16)

Page 2 of 3

<b>DWELLING FIRE POLICY RENEWAL DECLARATIONS</b>													
NAMED INSURED & MAILING ADDRESS	POLICY NUMBER: XDP5020293D RENEWAL OF POLICY NUMBER: XDP5020293C												
NANCY SHARON LADNER MCGILL LIVING TRUST 18231 COMMISSION RD LONG BEACH, MS 39560	CO #: 416 AGENCY NAME & ADDRESS #03756 - RAY LADNER MS FARM BUREAU PO BOX 2009  GULFPORT, MS 39505 (228) 852-3883												
Policy Period: From 09/06/2023 to 09/06/2024 12:01 a.m. Standard Time at the Described Location(s)													
This Certificate of Insurance is issued in accordance with the authorization granted and Underigned by CERTAIN UNDERWRITERS AT LLOYDS OF LONDON AND OTHERS, Contract Number B0621P3307223, herein after called "the Company". This Insurance applies to the Described Location(s). Coverage for which a Limit or Premium is shown and Perils Insured Against for which a Premium is stated.													
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.													
MINIMUM EARNED PREMIUM: 25%													
NO FLAT CANCELLATIONS	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: x-small;">DWELLING FIRE</td> <td style="text-align: right; font-size: x-small;">\$3,924.00</td> </tr> <tr> <td style="font-size: x-small;">POLICY FEE</td> <td style="text-align: right; font-size: x-small;">\$150.00</td> </tr> <tr> <td style="font-size: x-small;">MWUA FEE</td> <td style="text-align: right; font-size: x-small;">\$122.22</td> </tr> <tr> <td style="font-size: x-small;">STAMPING FEE</td> <td style="text-align: right; font-size: x-small;">\$10.19</td> </tr> <tr> <td style="font-size: x-small;">STATE TAX</td> <td style="text-align: right; font-size: x-small;">\$162.96</td> </tr> <tr> <td style="font-size: x-small;"><b>TOTAL PREMIUM</b></td> <td style="text-align: right; font-size: x-small;"><b>\$4,369.37</b></td> </tr> </table>	DWELLING FIRE	\$3,924.00	POLICY FEE	\$150.00	MWUA FEE	\$122.22	STAMPING FEE	\$10.19	STATE TAX	\$162.96	<b>TOTAL PREMIUM</b>	<b>\$4,369.37</b>
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POLICY FEE	\$150.00												
MWUA FEE	\$122.22												
STAMPING FEE	\$10.19												
STATE TAX	\$162.96												
<b>TOTAL PREMIUM</b>	<b>\$4,369.37</b>												

DF2016 (04/16)

Page 1 of 3

MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

NAMED INSURED: NANCY SHARON LADNER MCGILL LIVING TRUST

POLICY NUMBER: XDF5020293D

SCHEDULE OF FORMS AND ENDORSEMENTS	
FORM NUMBER	FORM NAME
DP 00 03 12 02	DWELLING PROPERTY 3 - SPECIAL FORM
JJ-DP-RACV 08-01	ACTUAL CASH VALUE LOSS SETTLEMENT LOSSES TO ROOF SURFACING
JJ-UTS-85g 02-98	ANIMAL EXCLUSION
LMA5021 (14/09/2005)	APPLICABLE LAW (USA)
LMA5019 (09/05)	ASBESTOS ENDORSEMENT
REF 2962 (06/02/03)	BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION
REF 1331 20/4/61	CANCELLATION CLAUSE
LMA5393 03-20	COMMUNICABLE DISEASE ENDORSEMENT
Convex Privacy Notice 10 00	CONVEX PRIVACY NOTICE
DF2016 (04/16)	DWELLING FIRE DECLARATIONS
EDE (06/10)	EXISTING DAMAGE EXCLUSION ENDORSEMENT (PERSONAL LINES)
JJ-DFS-9s (02-05)	EXTERIOR INSULATION AND FINISH SYSTEM EXCLUSION
REF5062 04/06/2006	FRAUDULENT CLAIM CLAUSE
LSW1135B (06/03)	LLOYDS PRIVACY POLICY STATEMENT
LMA9137 06-17	MISSISSIPPI INFORMATIONAL NOTICE FOR SURPLUS LINES PERSONAL LINES POLICIES
MPL144 (02/09)	MOLD EXCLUSION
DL 24 16 12 02	NO COVERAGE FOR HOME DAY CARE BUSINESS
REF 1257 17/3/60	NUCLEAR INCIDENT EXCLUSION CLAUSE
DL 24 01 12 02	PERSONAL LIABILITY
CEXCL 08-20	PERSONAL PROPERTY EXCLUSION
JJC-3 07-20	POLICY JACKET
DL 24 11 07-14	PREMISES LIABILITY (NON-OWNER OCCUPIED DWELLING)
REF5401 11-19	PROPERTY CYBER AND DATA EXCLUSION
REF 1191 (7/5/59)	RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE
LMA3100 15/09/10	SANCTION LIMITATION AND EXCLUSION CLAUSE
SEC 1 04-18	SECURITY ENDORSEMENT
REF 2340 1/11/1988	SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION U.S.A. & CANADA
LMA5020 (25/10/2019)	SERVICE OF SUIT CLAUSE (USA)
LMA5020 (25/10/2019)	SERVICE OF SUIT CLAUSE (USA) - CONVEX
LSW1001 (08/94)	SEVERAL LIABILITY NOTICE - INSURANCE
JJ-UTS-406s (7-10)	SPECIFIC BUILDING MATERIALS EXCLUSION - PROPERTY
HD1010 (03/10)	TAINTED DRYWALL MATERIAL EXCLUSION
TLO05 (05/07)	TOTAL OR CONSTRUCTIVE LOSS CAUSE
JJ-UTS-315s (8-04)	TRAMPOLINE LIABILITY EXCLUSION
JJ-DFS-25s (2-14)	TRUST ENDORSEMENT
IL P 001 01 04	US TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
NMA2918 (08/10/2001)	WAR & TERRORISM ENDORSEMENT
DP 03 12 12 02	WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE

**SURPLUS LINES LICENSEE:**  
 Francis G Johnson  
 PO Box 999  
 Charleston SC 29402  
 LICENSE # 10152301

:2016 (04/16)

Page 3 of 3

After considerable discussion, Commissioner Levens made motion, seconded by Commissioner DiLorenzo 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 112 Buena Vista Drive, Tax Parcel 0512I-01-021.000, submitted by Ralph C. and Beverly B. Negron (owners) and R. "Chris" Negron (property manager), as follows:



MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

**PROPERTY INFORMATION:**  
 ADDRESS: 117 Beau Vista Drive Tax Parcel # 05121-01-021.000  
 (Location of Short-Term Rental)

**OWNER'S INFORMATION:**  
 Property Owner's Name: Ralph C & Beverly B Negron  
 Property Owner's Address: 113 Beach View Circle, Long Beach, MS 39560  
 Property Owner's Mailing Address, if different from above:  
Same

City State Zip  
 Property Owner's Phone No: 251-753-3270 Email Address: chrisnegron1985@gmail.com

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

**PROPERTY MANAGER INFORMATION:**  
 Property Manager's Name: R. "Chris" Negron  
 Property Manager's Address: (Must be a local contact)  
113 Beach View Circle Long Beach MS 39560  
 City State Zip

Property Manager's Phone No: 251-753-3270 Email Address: chrisnegron1985@gmail.com

- PLEASE PROVIDE THE FOLLOWING:**
- Mississippi Sales Tax ID # 01131313
  - Recorded Warranty Deed
  - Parking Rules & Plan
  - Trash Management Plan
  - Copy of Proposed Rental Agreement
  - Proof of Liability Insurance, which includes short term rental coverage

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

**AFFIDAVIT**

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

Ralph Chris Negron [Signature] 10/20/23  
 PRINT NAME SIGNATURE DATE

BELOW IS FOR OFFICE USE ONLY			
Maximum Occupancy:	Maximum Vehicles allowed:	Number of bedrooms:	Number of people home can accommodate:
<u>10</u>	<u>4</u>	<u>4</u>	<u>10</u>

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

Building Official Signature: [Signature] Date: 11/13/23  
 Fire Inspector Signature: \_\_\_\_\_ Date: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

Date Received: <u>10/20/23</u>
Agenda Date: <u>11/13/23</u>
Amount Due/Paid: <u>250.00</u>
Payment Method: <u>4494</u>

MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



I Ralph C. Negron, owner of the property located at 112 Buena Vista Dr, Tax Parcel 05121-01-021-000 affirm that I am in compliance with building codes, deed restrictions and/or covenants, and have paid all applicable taxes, fees and other charges. I acknowledge that a violation of the ordinances of the City of Long Beach shall result in the suspension or revocation of the permit.

signature

10/20/2023  
date

SCANNED

1st JUDICIAL DISTRICT  
Instrument 2023-0010964-D-13  
Filed/Recorded 05/11/2023 2:05:03 PM  
Total Fees 25.00  
2 Pages Recorded

Prepared by:  
David B. Pilger  
Attorney at Law  
1406 Blenville Blvd., Suite 101  
Ocean Springs, MS 38854  
(228) 215-0011

Grantors:  
Bruce M. Pique  
Marlena Janette Pique  
1034 Eiclave Circle  
Long Beach, MS 39560  
(228) 340-3096

Return To:  
David B. Pilger  
Attorney at Law  
1406 Blenville Blvd., Suite 101  
Ocean Springs, MS 38854  
(228) 215-0011

Grantees:  
Ralph C. Negron  
Beverly B. Negron  
113 Beachview Circle  
Long Beach, MS 39560  
(767) 753-3270

File No. F230664N

INDEXING INSTRUCTIONS: Lots 55 to 57, Block B, Buena Vista Heights, 1st J.D., Harrison County, MS

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, We, Bruce M. Pique and Marlena Janette Pique, do hereby sell, convey and warrant unto Ralph C. Negron and Beverly B. Negron, as joint tenants with right of survivorship and not as tenants in common, all of that certain tract, piece or parcel of land situated in Harrison County, Mississippi together with all improvements, buildings, fixtures, and appurtenances thereunto belonging and being more particularly described as follows, to wit:

Lots 55, 56, and 57, Block B, Buena Vista Heights Subdivision, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi, in Plat Book 12, at Page 26.

This being the same property as that conveyed to Bruce M. Pique and Marlena Janette Pique, by instrument recorded in instrument No. 2021-12985-D-J1, and Deed Records in the First Judicial District of Harrison County, Mississippi.

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

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

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

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

WITNESS OUR SIGNATURES, on this the 11<sup>th</sup> day of May, 2023

Bruce M. Pique  
  
Marlena Janette Pique

ACKNOWLEDGMENT

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Bruce M. Pique and Marlena Janette Pique, who acknowledged before me that they signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 11<sup>th</sup> day of May, 2023

(AFFIX SEAL)



NOTARY PUBLIC

My commission expires:

**MINUTES OF NOVEMBER 9, 2023**  
**REGULAR MEETING**  
**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**  
MEMORANDUM FOR RECORD

SHORT TERM RENTAL OF 112 BEUNA VISTA DR, LONG BEACH, MS 39560

ADDENDUM TO RENTAL AGREEMENT

TRASH MANAGEMENT PLAN

20 October 2023

To whom it may concern,

All short-term renters at the property located at 112 Beuna Vista Drive, Long Beach, MS 39560 are responsible for maintaining a neat and orderly appearance of the property during the term of rental occupancy. No burning of any trash or any materials, both indoor or outdoor, will be allowed on the premises. City approved trash cans and recycling receptacles are provided for the property. All trash must be properly bagged and placed in the large, brown city provided trash can located outside staged at the NW corner of the front of the house. All recycling materials can be placed loosely into either green recycling bin located where the trash can is.

For all members staying overnight on a Sunday, it is requested that both the green recycling can and the trash can be brought to the edge of the driveway, but not into the road, and placed ready for pickup by the city on Monday mornings. If the guest leaves before the trash collection, the property manager will return the cans to their proper location. If the guest is staying through Monday, the guest is asked to return the receptacles to their proper location.

Thank you for your adherence to the location's trash policy.

Best Regards,



R. C. Negron  
Property Management

MEMORANDUM FOR RECORD

SHORT TERM RENTAL OF 112 BEUNA VISTA DR, LONG BEACH, MS 39560

ADDENDUM TO RENTAL AGREEMENT

PARKING PLAN

20 October 2023

To whom it may concern,

All short-term renters at the property located at 112 Beuna Vista Drive, Long Beach, MS 39560 may be allowed to park up to 4 separate cars on the property, but only in the designated areas identified below:

1. Up to two (2) vehicles, no higher than 6'6" may park under the house dwelling.
2. Up to two (2) vehicles can park in the driveway. One trailer in lieu of a vehicle may be parked in the driveway, but must not extend into the public right of way.
3. No vehicles, trailers, or campers may be parked in the lawn anywhere on the property or in any surrounding empty lots as they are private property. Violators will be asked to move and may lose the rental for the remainder of their stay

Thank you for your adherence to the location's parking policy.

Best Regards,



R. C. Negron  
Property Management

**MINUTES OF NOVEMBER 9, 2023**  
**REGULAR MEETING**  
**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**  
**Vacation Lease**

This Lease Agreement (this "Lease") is dated October 20, 2023, by and between R.C. Negron ("Landlord"), and \_\_\_\_\_ ("Tenant"). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant A three-bedroom, two bath upper level and one-bedroom, one bath lower level house (the "Premises") located at 112 Buena Vista Drive, Long Beach, Mississippi 39560.

**TERM.** The Tenant will have full control and use of the Premises beginning on \_\_\_\_\_ and will terminate at 11:59p.m. on \_\_\_\_\_.

**LEASE PAYMENTS.** The total rental payment owed for this Lease is \$ \_\_\_\_\_ payable in advance. A nonrefundable deposit of \$ \_\_\_\_\_ shall be paid on or before \_\_\_\_\_ in order to reserve the Tenants reservation. Said deposit will be applied to the total rental payment. The balance of \$ \_\_\_\_\_ is due and must be delivered to the Landlord on \_\_\_\_\_. Lease payments shall be made to Landlord at 113 Beach View Circle, Long Beach, Mississippi, 39560 which may be changed from time to time by Landlord.

**POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

**MINIMUM STAY.** This property requires a 3 night minimum stay. Longer minimum stays may be required during holiday periods.

**USE OF PREMISES/ABSENCES.** Tenant shall occupy and use the Premises as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence. Tenant will maintain the premises in good order and appearance including keeping the premises free of trash and garbage. Reasonable wear and tear are the only exceptions to damage to the premises.

Due to the COVID-19 pandemic, Tenant agrees to adhere to all guidance from the Centers of Disease Control and Prevention (CDC) on COVID-19 and any local and state regulations. Local and state regulations can be found on the local public health department website.

**OCCUPANTS.** No more than 10 person(s) may occupy the Premises at any one time unless the prior written consent of the Landlord is obtained. All guests over the age of 3 are counted towards the maximum. Any party falsely representing the number of people, or exceeding the maximum may be subject to immediate eviction without refund.

**FURNISHINGS.** The following furnishings will be provided by Landlord: Beds, sheets, blankets, towels, dishes, glasses and cups, eating and cooking utensils, couches, chairs, dining tables and chairs, towels, wash cloths, coffee maker, toaster, electric can opener, kitchen appliances. Tenant shall return all such items at the end of the lease term in a condition as good as existed at the beginning of the lease term, normal wear and tear excepted.

**PARKING.** The maximum number of cars allowed at the Property at any one time is 4. Parking exceeding this limit may result in immediate eviction and forfeiture of all amounts paid.

**PROPERTY INSURANCE.** Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property. It is recommended that travel or vacation insurance is obtained by the Tenant.

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

**CANCELLATIONS.** (a) If the Property becomes unavailable to the Tenant prior to occupancy, for any reason, Landlord agrees to refund the full amount paid to the date of cancellation, and Tenant agrees to release any claims against Landlord. (b) If, for any reason, the Tenant cancels this Agreement more than 4 days from the Arrival Date, Tenant will receive a refund of amounts paid, less a \$ \_\_\_\_\_ cancellation fee. For Tenant cancellations made 3 days or less, all monies are forfeited unless Landlord is able to re-rent the Property under the same (or better) terms and conditions of this Agreement, for the full Term reserved. If the Property is re-rented under the same (or better) terms and conditions than this Agreement, Landlord will refund amounts paid, less a Cancellation Fee of \$ \_\_\_\_\_. (c) There are no cancellations permitted within 2 days of Tenant Arrival Date. All amounts paid (Reservation Deposit and Final Payment) will be forfeited. Failure to pay the Final Payment in a timely manner will be considered a cancellation under this subparagraph and will result in forfeiture of the Reservation deposit.

Cancellations related to the COVID-19 pandemic are dependent on a number of factors including: local restrictions, origin of the guest, when the booking was made, and when local officials or the CDC declare an outbreak in an area. If the cancellation is related to COVID-19, contact the Landlord.

**SMOKING.** Smoking is strictly forbidden inside the Property. Smoking is only allowed "outside". Evidence of smoking inside the Property will result in immediate eviction and forfeiture of all amounts paid and will result in additional Cleaning Fee charges to Tenant as Excess Damage Cost and will be charged against the credit card on file or Tenant's security deposit at Landlord's election.

**COOKING.** Tenant may cook only in the specific areas set aside by Landlord for cooking. No open fires are allowed other than in the grill, outdoor fireplace, or in the stone hearth. The grill must remain in open area, away from trees, house, etc. All fires must be thoroughly extinguished before leaving unattended.

**CLEANING.** The property will be inspected and cleaned after departure. Due to the pandemic, the property will augment current cleaning protocol to account for the changes in cleaning in adherence to COVID-19 cleaning protocols. The rental fee includes laundry service for the towels and linens. Tenant is required to leave the property in the same general condition that it was received in by making sure that the dishes are washed and put away, and the house is generally picked up and ready to be vacuumed, dusted, disinfected and laundered. The property has been cleaned in accordance with WHO and CDC recommended cleaning and disinfecting standards.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**ACCESS BY LANDLORD TO PREMISES.** Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises while under the possession and of



**MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Tenant. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

**INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

**DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

**COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

**ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

**CASUALTY OR DESTRUCTION.** (a) Should the Property be destroyed or rendered uninhabitable by an Act of God (including, but not limited to, hurricanes, storms, floods or fires), or by environmental disaster, or loss of utilities prior to occupancy by Tenant, this Agreement shall become null and void, and all payments made hereunder shall be refunded to Tenant. (b) Should the Property be destroyed or rendered uninhabitable as above during occupancy, reimbursement on a pro-rated basis will be negotiated between Tenant and Landlord based on the following: No refund is due (or will be made) for inclement weather.

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

**LANDLORD:**

R.C. Negron

113 Beach View Circle

Long Beach, Mississippi 39560

**TENANT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Such addresses may be changed from time to time by either party by providing notice as set forth above.

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Mississippi.

**ENTIRE AGREEMENT/AMENDMENT.** This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

**DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

**CAUSE FOR EVICTION.** The Tenant and all parties with the Tenant will be subject to immediate eviction from the Property if the Tenant or parties of the Tenant violate any terms of this Agreement, including but not limited to, violation of the occupancy limits, pet provision, smoking, noise ordinance or parking. In the event of eviction from the Property, the Tenant shall forfeit all amounts paid and there will be no refund of money.

**ATTORNEY'S FEES AND COSTS.** If Landlord employs the services of an attorney to enforce any conditions of this Agreement, to collect any amounts due, the eviction of the Tenant, or because Tenant takes any action to recover deposits not due, Tenant shall be liable to Landlord for reasonable attorney's fees and costs incurred by Landlord.

**ACKNOWLEDGMENT.** The Parties hereby understand and accept the terms and conditions on all pages of this Agreement.

**MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**LANDLORD:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
R.C. Negron

**TENANT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

1/3/23, 9:08 AM

Gmail - DP3 Policy 2023



Chris Negron <chrisnegron1985@gmail.com>

**DP3 Policy 2023**

1 message

Angela Luke <angela@bishopins.com>  
To: "chrisnegron1985@gmail.com" <chrisnegron1985@gmail.com>

Fri, Nov 3, 2023 at 8:56 AM

Chris,

I have attached the policy for you. On page 3 and further, at the bottom of each page, it shows that it is a DP3 policy (Dwelling Policy), which is a rental policy in the state of MS. Please let me know if you have any issues.

Thanks,

Angela Luke  
Bishop Insurance Agency  
2900 Government Blvd  
Ocean Springs, MS 39564  
228-207-3326  
228-215-1293 – Fax  
angela@bishopins.com

**DP3 Policy.PDF**  
32172K

## MINUTES OF NOVEMBER 9, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

<b>THIS DECLARATION PAGE IS ATTACHED TO AND FORMS PART OF CERTIFICATE PROVISIONS</b>																																					
Expiring Policy #: New	Policy Number: OUA13477095-00																																				
<b>1. NAME AND ADDRESS OF THE INSURED:</b> Ralph and Beverly Negrón 112 Buena Vista Drive Long Beach, MS, 39560	<b>INSURED LOCATION/RESIDENCE PREMISES:</b> 112 Buena Vista Drive, Long Beach, MS, 39560																																				
<b>2. POLICY PERIOD:</b> EFFECTIVE FROM 05/16/2023 TO 05/16/2024 BOTH DAYS AT 12:01A.M. LOCAL STANDARD TIME																																					
<b>3. COVERAGES-INSURANCE IS EFFECTIVE WITH: QBE Specialty Insurance Company</b>																																					
Limits:          Deductibles:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Coverage A</td> <td style="width: 30%;">Dwelling</td> <td style="width: 10%;">\$</td> <td style="width: 30%; text-align: right;">340,000.00</td> </tr> <tr> <td>Coverage B</td> <td>Other Structures</td> <td>\$</td> <td style="text-align: right;">0</td> </tr> <tr> <td>Coverage C</td> <td>Personal Property</td> <td>\$</td> <td style="text-align: right;">5,000.00</td> </tr> <tr> <td>Coverage D</td> <td>Fair Rental Value</td> <td>\$</td> <td style="text-align: right;">15,000.00</td> </tr> <tr> <td>Coverage L</td> <td>Personal Liability</td> <td>\$</td> <td style="text-align: right;">300,000.00</td> </tr> <tr> <td>Coverage M</td> <td>Medical Payments</td> <td>\$</td> <td style="text-align: right;">1,000.00</td> </tr> <tr> <td>Loss Assessment</td> <td></td> <td>\$</td> <td style="text-align: right;">1,000.00</td> </tr> <tr> <td></td> <td>All Other Perils</td> <td>\$</td> <td style="text-align: right;">5,000.00</td> </tr> <tr> <td></td> <td>Windstorm &amp; Hail</td> <td></td> <td style="text-align: right;">5%</td> </tr> </table>	Coverage A	Dwelling	\$	340,000.00	Coverage B	Other Structures	\$	0	Coverage C	Personal Property	\$	5,000.00	Coverage D	Fair Rental Value	\$	15,000.00	Coverage L	Personal Liability	\$	300,000.00	Coverage M	Medical Payments	\$	1,000.00	Loss Assessment		\$	1,000.00		All Other Perils	\$	5,000.00		Windstorm & Hail		5%
Coverage A	Dwelling	\$	340,000.00																																		
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Loss Assessment		\$	1,000.00																																		
	All Other Perils	\$	5,000.00																																		
	Windstorm & Hail		5%																																		
<small>*25% Minimum Earned Premium Applies</small>																																					
<b>4. PREMIUMS AND OTHER CHARGES:</b>																																					
	\$3,108.88																																				
Base Premium	\$350.00																																				
Policy Fee	\$225.00																																				
Inspection Fee	\$154.48																																				
State Tax	\$9.86																																				
Stamping Fee	\$115.86																																				
MWUA Fee	\$180.32																																				
Other Coverage Premium	<b>\$4,142.00</b>																																				
TOTAL																																					
<b>5. COVERAGE FORMS:</b> See Schedule of Forms & Endorsements Attached THE TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS TO COVERAGE ARE DETERMINED BY THE CONTRACT OF INSURANCE SUPPLIED WITH THIS DECLARATION.																																					
<b>6. SERVICE OF SUIT MAY BE MADE UPON:</b> SEE POLICY FORM																																					

Page 1 c

<b>7. MORTGAGEE(S)</b> Regions Bank DBA Regions Mortgage ISAOA, PO BOX 200401, Florence, SC, 29502 Mortgage Loan #9048203442	
<b>8. ADDITIONAL INTEREST(S)</b>	
<b>9. ADDITIONAL INSURED(S)</b>	
<b>10. IN THE EVENT OF A CLAIM - PLEASE NOTIFY THE FOLLOWING AGENT</b> Bishop Insurance Agency, Llc 14507 Lorraine Boulevard, Suite 1B Ltx MS39532 228-354-0877	<b>PRODUCING AGENT</b> Ronald Terzer  <b>PRODUCER LICENSE #:</b> 10752733
THIS DECLARATION PAGE WITH POLICY PROVISIONS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART, THERE OF, COMPLETES THE ABOVE NUMBERED POLICY.	
<b>SURPLUS LINES AGENT:</b> Orchid Underwriters Agency LLC 1201 19th Place Suite A110, Vero Beach Fl 32960 License: 16015284	<b>DATE ISSUED:</b> 05/16/2023  <b>AUTHORIZED REPRESENTATIVE:</b> Ronald Terzer 10752733

Page 2 of 2

**MINUTES OF NOVEMBER 9, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION  
SCHEDULE OF FORMS AND ENDORSEMENTS**

The following policy forms and endorsements are attached and apply to this policy:

**Form Number Form Name**

- FACEPAGE - Policy Face Page
- OU CLM QBE 11 2021 - What To Do In The Event Of A Claim
- HO-4001 (12-21) - Special Notice
- IL-CW-N-0003 (2022-04) - Policyholder Notice - Water Damage Sublimit Applies
- QBESP PL JACKET (03-20) - Personal Lines Policy Jacket
- QBGS-103 (07-04) - Notice to Policyholders U.S. Treasury Departments Office of Foreign Assets Control
- IL-MS-N-0001 (10-21) - Mississippi Department of Insurance Informational Notice
- MSPBOR0818 (10-18) - Policyholder Bill of Rights - Mississippi
- MSPOOC3411 (10-18) - Outline of Coverage and Comprehensive Policy Checklist
- DECPAGE – Policy Declarations Page
- SCHEDFORMS – Schedule of Forms and Endorsements
- DP 00 03 07 14 - Dwelling Property 3 - Special Form
- HO 04 10 10 00 - Additional Interests
- QSNPMS0090314 - Special Provisions - Mississippi
- DL 01 23 10 09 - Special Provisions - Mississippi
- DP 03 12 07 14 - Windstorm or Hail Percentage Deductible
- DP-2020 (10-22) - Other Structures, Rental Value and Additional Living Expense, Limits of Liability - Amendatory Endorsement
- QSNP0141114 - Screen Enclosures - Dwelling Program Special Limit of Liability for Windstorm
- DP-2002 (02-21) - Water Damage Limitation
- QSNP0051213 - Personal Liability
- QSNP0060318 – Personal Liability – Premises Only
- QSNP0090318 – Rental Endorsement - Personal Liability
- DP 04 63 07 14 - Loss Assessment Property Coverage
- HO-2005 (10-20) - Inflation Guard
- QSNP0071213 - Wind Driven Rain Endorsement
- QSNPW0330117 - Additional Dwelling Property Exclusions
- QSNP0340117 - Additional Dwelling Liability Exclusions
- QSNED092017 – Existing Damage Exclusion Endorsement
- OU DL POOL EX 07 21 - Swimming Pool Liability Exclusion
- DL 24 02 12 02 - Personal Liability Additional Policy Conditions
- QSN0170114 - 25% Minimum Earned Premium Endorsement
- UND 24 56 11 20 – Notice of QBE Privacy Policies and Practices
- IL-2002 (07-22) - Service of Process Endorsement

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

\*\*\*\*\*

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

APPROVED:

\_\_\_\_\_

Chairman Frank Olaiivar

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Tina M. Dahl, Minutes Clerk