

**MINUTES OF SEPTEMBER 28, 2023**  
**REGULAR MEETING**  
**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**  
**AGENDA**  
**SEPTEMBER 28, 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- 825 North Nicholson Avenue, Tax Parcels 0611J-01-064.000 and 0611J-01-064.001, Submitted by Henry Schepens, Jr.
  - 2. Variance- 109 Dennis Lane, Tax Parcel 0611K-02-048.000, Submitted by Spinner Real Estate Holdings, LLC.
- IV. ANNOUNCEMENTS**
- V. APPROVE MINUTES**
  - 1. September 14, 2023
- VI. UNFINISHED BUSINESS**
  - 1. Short-Term Rental- 405 South Cleveland Avenue, Tax Parcel 0612A-03-048.000, Submitted by Andrew and Laura Brayton (owners) and Ashley Gray (property manager).
- VII. NEW BUSINESS**
  - 1. Short-Term Rental- 2000 Pettits Lane, Submitted by Garland Wayne and Janet Lee Watts (owners) and Angie Johnson (property manager).
  - 2. Short-Term Rental- 205 South Cleveland Avenue- Tax Parcel 0612B-02-024.000, Submitted by Tamara Stoffel (owner) and Tania Hester (property manager).
  - 3. Short-Term Rental- 120 West Third Street, Tax Parcel 0612B-03-077.000, Submitted by Compass Investments, LLC (owner) and Beachy Bookings, LLC (property manager).
  - 4. Short-Term Rental- 548 West Beach Blvd, Unit 144, Tax Parcel 0612E-03-037.044, Submitted by Beau Clair 144, LLC (owner) and Beachy Bookings, LLC (property manager).
  - 5. Short-Term Rental- 548 West Beach Blvd, Unit 142, Tax Parcel 0612E-03-037.042, Submitted by Chad Henry Renken (owner) and Beachy Booking, LLC (property manager).
  - 6. Short-Term Rental- 548 West Beach Blvd, Unit 132, Tax Parcel 0612E-03-037.000, Submitted by Michael Kergosien (owner) and Coastal Concierge (property manager).
  - 7. Certificate of Resubdivision- 825 North Nicholson Avenue, Tax Parcels 0611J-01-064.000 and 0611J-01-064.001, Submitted by Henry Alex Schepens, Jr.
  - 8. Sketch Approval- 20583 Johnson Road, Tax Parcel 0512B-01-029.000, Submitted by Franklin Jason Overstreet.
- 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 October 3, 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.**

Commissioner Michael Levens read the Opening Statement for the Planning and Development Commission.

\*\*\*\*\*

**MINUTES OF SEPTEMBER 28, 2023  
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Be it remembered that two (2) public hearings were heard before the Long Beach Planning and Development Commission, Long Beach, Mississippi, and begun at 5:30 o'clock p.m., Thursday, the 28<sup>th</sup> day of September 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: Vice Chairman Shawn Barlow, Commissioners Nicholas Brown, William Suthoff, David DiLorenzo, and Michael Levens, City Advisor Bill Hessel, Building Inspector Ryan Ladner and Minutes Clerk Tina M. Dahl.

Absent the public hearing were Commission Chairman Frank Olaivar, Commissioners Trey Gaddy, Jennifer Glenn, Marcia Kruse, and Building Official Mike Gundlach.

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

.....  
\*\*\*\*\*

The first public hearing to consider a Variance for the property located at 825 North Nicholson Avenue, Tax Parcels 0611J-01-064.000 and 0611J-01-064.001, submitted by Henry Schepens, Jr., as follows:

MINUTES OF SEPTEMBER 28, 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	8/28/23
Zoning	R-1
Agenda Date	9/28/23
Check Number	CC

VARIANCE REQUEST

- I. Tax Parcel Number(s): 06115-01-064.000 + 06115-01-064.001
- II. Address of Property Involved: 825 N. Nicholson Ave

III. Statement clearly explaining the request being made. (Attach supplemental pages if necessary.)  
 We would like to ask for a variance. We realize the building is only 2 feet off the property line, on the north side. Need an 8 foot variance for side set back for metal sided workshop  
 \*\*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?  
 When the house was built on that lot in the early 1950s. No one realized that the property line was only two feet away from the shed. The house was sold to Henry Williams in four years ago. There was no way then we did ask for a variance to resolve the issue.
- 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.  
 This was done in the early 50s. This has nothing to do with Henry J.

- 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?  
 Can't get a loan from the bank because the existing property line runs through the center of the shed from north to south. Henry J. wants to sell the land to Ryan Schepers. Ryan can't get a loan until this is resolved!
- 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.  
 IF They don't approve this variance how am I going to be able to sell property

MINUTES OF SEPTEMBER 28, 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.

Henry Schepens Jr  
Name of Rightful Owner (PRINT)

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

133 Pitcher Point Ave  
Owner's Mailing Address

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

Long Beach, MS 39560  
City State Zip

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

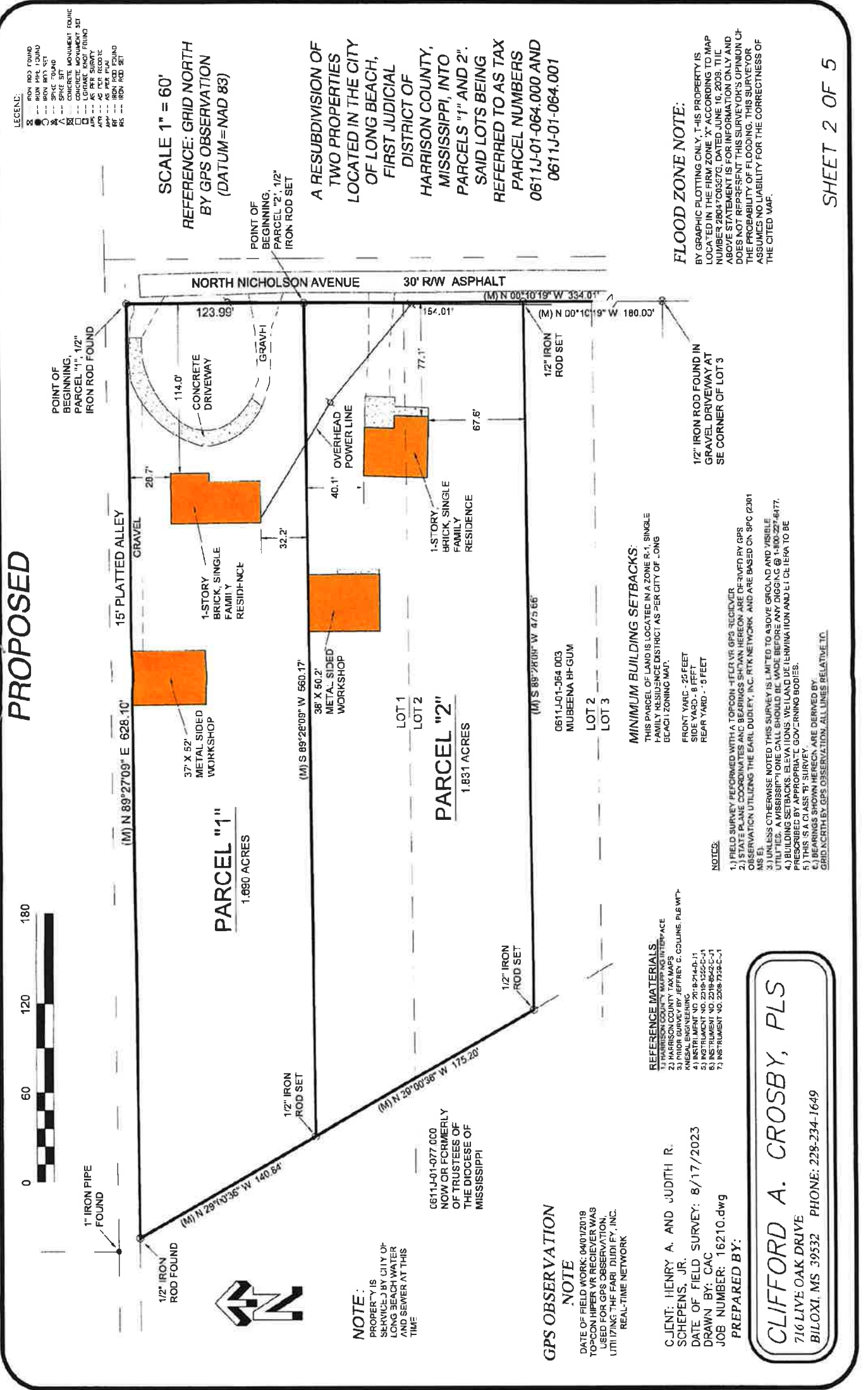
228-731-4415  
Phone

\_\_\_\_\_  
Phone

[Signature]  
Signature of Rightful Owner Date

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

MINUTES OF SEPTEMBER 28, 2023  
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION



SHEET 2 OF 5

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

# MINUTES OF SEPTEMBER 28, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION



1st Judicial District  
Instrument 2019-1064-01  
Filed/Placed 04/25/2019 09:40 P  
100 Fees \$ 0.00  
3 Pages Received

Prepared by:  
Andrew Marlon, PLLC  
Attorney-at-Law  
1919 23rd Ave.  
P.O. Box 863  
Gulfport, MS 39502  
(228)-465-9047  
MS Bar No. 1866

Return to:  
Andrew Marlon, PLLC  
Attorney-at-Law  
1919 23rd Ave.  
P.O. Box 863  
Gulfport, MS 39502  
(228)465-9047  
File No. 19-060

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT

### WARRANTY DEED

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

Ryan Schepens and Jenica Schepens  
825 N. Nicholson Avenue  
Long Beach, MS 38860  
(228)-493-4401

do hereby sell, convey and warrant unto

Henry A. Schepens, Jr. and Judith R. Schepens  
133 Pletcher Point Ave.  
Long Beach, MS 38860  
(228)-751-4415

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

(See Exhibit A attached, Page 3)

INDEXING INSTRUCTIONS: Exempt

Page 1 of 3

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

WITNESS OUR SIGNATURES, this the 18th day of March, 2019.

*Ryan Schepens*  
Ryan Schepens  
*Jenica Schepens*  
Jenica Schepens

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the above stated jurisdiction, the within named Ryan Schepens and Jenica Schepens who acknowledged that they signed and delivered the foregoing Warranty Deed on the day and year therein written as their own free and voluntary act and deed.

GIVEN under my hand and official seal on this the 18th day of March, 2019.

MY COMMISSION EXPIRES:

NOTARY PUBLIC:

*Thomas Andrew King*



Page 2 of 3

Exhibit "A"

SHOP, E 200 FT OF S 70 FT OF LOT 1 & E 200 FT OF LOT 2, BLK 4, COX SUBDIVISION, SEC 8-12 a subdivision according to the official map of plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Instrument No.:2008-0007339-D-J1, 0425/0443, thereof, reference to which is hereby made in aid of and as a part of this description.  
PARCEL NO.:0611J-01-064.001 PPIN#100976  
INSTRUMENT NO.:2008-0007339-D-J1,0425/0443

Page 3 of 3

# MINUTES OF SEPTEMBER 28, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

DB 425/443

STATE OF MISSISSIPPI  
HARRISON COUNTY

### WARRANT DEED

For and in consideration of the sum and amount of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, Leo A. N. Schepens, an adult, do hereby sell, convey, and warrant unto Henry A. Schepens the following described property, lying and being situated in Harrison County, Mississippi:

Lots 1, 2, 3, and 4 of Block 4 of Carl's Subdivision of Section 14, Township 6 South, Range 12 West in Harrison County, Mississippi.  
See also the same property purchased by Leo A. N. Schepens from the State of Mississippi under Certificate No. 758,574. The above described property is not my homestead nor any part thereof.  
Taxes for the year 1957 are assumed by the grantee herein.  
Witness my signature this the 31st day of August, 1957.

*Leo A. N. Schepens*  
Leo A. N. Schepens

STATE OF MISSISSIPPI  
HARRISON COUNTY

Personally came and appeared before me, the undersigned authority in and for the county and state aforesaid, the within named, Leo A. N. Schepens, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned.  
Given under my hand and official seal, this the 31st day of August, 1957.

*[Signature]*  
Notary Public  
Aug 21 - 1968  
My commission expires

STATE OF MISSISSIPPI, COUNTY OF HARRISON:  
I, C. J. Dwyer, Clerk of the Chancery Court of said County and State, certify that the instrument of which the foregoing is a copy was delivered to me to be recorded at 4:15 P.M. on the 21st day of August, 1957, and recorded this 21st day of August, 1957.  
C. J. Dwyer, Clerk.  
By *[Signature]* U.C.

The Clerk reported that ten (10) 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 XII of the Comprehensive Long Beach Unified Land Ordinance 598 of the City of Long Beach, Mississippi (2313) 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.

Henry Schepens, Jr., 123 Piche Point Avenue, Long Beach, MS, 39561, has filed an application for a Variance in accordance with the Comprehensive Long Beach Unified Land Ordinance. The applicant is requesting, "an eight-foot variance for a setback for a metal slide workshop." The City's setback requirement is an eight-foot front setback. The location of the request is 825 North Nicholson Avenue, Tax Parcels 061110, 064 000 and 061 064 031. The legal descriptions are as follows:

- 2.1 AC(C) 3EG AT NE COR OF LOT 1 BLK 4 COXS SUB ON W MAR OF NICHOLSON AVE W ALCNG LUI LINE 640 FT W/L S 28 DG E 211 FT W/L TO 4 VAR OF LOT 2 E 335 FT W/L N 70 FT E 100 FT TO RD N 123.7 FT W/L AT BEGIN NICHOLSON AVE TO POB PART OF LOT 1 BLK 4 COXS SUB OF SEC 13-8-12
- 1.3 AC COM AT SE COR OF LOT 3 BLK 4 COXS SUB ON W MAR OF NICHOLSON AVE N 180 FT TO POB N 154 FT W 230 FT S 70 FT W TO 18 FT S 79 DG E 95.6 FT E 475.7 FT TO POB PART OF LOTS 1 & 2 BLK 4 COXS SUB

A Public Hearing to consider the above Special-Use Appraisal request will be held in the City of Long Beach, Mississippi, 39560, September 28, 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 decision.

JV signed  
Chairman  
Planning and Development Commission

# MINUTES OF SEPTEMBER 28, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Allyson M. Gentry, Clerk  
Allyson M. Gentry, Clerk

Begum Mubeena  
295 Woodcrest Drive  
Long Beach, MS 39560

Diocese of MS - Trustees  
PO Box 550  
Long Beach, MS 39560

Diocese of MS - Trustees  
PO Box 550  
Long Beach, MS 39560

Keesler Federal Credit Union  
2602 Pass Road  
Biloxi, MS 39531

Keesler Federal Credit Union  
2602 Pass Road  
Biloxi, MS 39531

Cotter Scott J and Rachel M  
5544 Pecan Haven Street  
Long Beach, MS 39560

Russell Daniel R and Naomi T  
5549 Pecan Haven Street  
Long Beach, MS 39560

Karz Theresa and Albert F  
5546 Pecan Have Lane  
Long Beach, MS 39560

Adcock Billy W Jr & Hope Brown  
18550 Ray Road  
Long Beach, MS 39560

Wilson Jason Anthony and Peggy Carol  
18554 Ray Road  
Long Beach, MS 39560

Francigues Dennis R  
213 North Lang Avenue  
Long Beach, MS 39560

Pierce Family Properties LLC  
23499 Stablewood Circle  
Pass Christian, MS 39571

### AFFIDAVIT

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
CITY OF LONG BEACH

I, BEFOR ME, the undersigned legal authority authorized to administer oaths in and for the jurisdiction aforesaid, on this day personally appeared before me, DANA M DAHL, known to me to be the Minutes Clerk of the City of Long Beach, Mississippi, Planning and Development Commission, who being by the first duly sworn, depose and say or cause as follows, to wit:

- That she is the duly appointed and acting Minutes Clerk of the City of Long Beach, Mississippi, Planning and Development Commission.
- That in such capacity, she is responsible for mailing Notices of Public Hearing for the purpose of notifying property owners within 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 358 of the City of Long Beach, and other matters pertaining to such public hearings and the business of the Planning and Development Commission and for the City of Long Beach.
- That on September 7, 2023 she did cause to be mailed, Notice of Public Hearing, a copy of which is attached hereto, to ten (10) property owners within 160' of 875 North Nicholson Avenue, Tax Parcels 0611J-064001 and 0611J-01054001, notifying them that a public meeting will be held, September 28, 2023 to consider an application for a Variance submitted by Henry Schupers, Jr.

Given under my hand this the 7th of September 2023.

*Dana M Dahl*  
DANA M DAHL, AT-LARGE

SWORN TO AND SUBSCRIBED before me on this the 7th day of September 2023.

My Commission Expires:

*Kini Gonsolin*  
NOTARY PUBLIC



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 public 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, depose and say the publication of this notice hereunto attached has been made to the said publication \_\_\_\_\_ weeks in the following numbers and on the following dates of such paper:

Vol. \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Vol. \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Vol. \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

I, Hunter Dawkins, do hereby certify that the above and foregoing is a true and correct copy of the original as the same appears in the files of the publisher of the said newspaper.

I, Hunter Dawkins, do hereby certify that the above and foregoing is a true and correct copy of the original as the same appears in the files of the publisher of the said newspaper.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_

*Hunter Dawkins*  
Hunter Dawkins  
Publisher

*Kini Gonsolin*  
Kini Gonsolin  
Notary Public



**MINUTES OF SEPTEMBER 28, 2023**  
**REGULAR MEETING**  
**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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

Commissioner Suthoff made motion, seconded by Commissioner Brown and unanimously carried to close the public hearing.

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

\*\*\*\*\*

The second public hearing to consider a Variance for the property located at 109 Dennis Lane, Tax Parcel 0611K-02-048.000, submitted by Spinner Real Estate Holdings, LLC, as follows:

MINUTES OF SEPTEMBER 28, 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	9-7-23
Zoning	R-1
Agenda Date	9-20-23
Check Number	CASH

VARIANCE REQUEST

- I. Tax Parcel Number(s): 0611K-02-048.020
- II. Address of Property Involved: 109 Dennis Lane
- III. Statement clearly explaining the request being made. (Attach supplemental pages if necessary.)

asking to not install a sidewalk on a new construction home.

**\*\*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 a ditch and no other sidewalks in the area.
- 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 ditch has been there and there are no sidewalks in the area.
- 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? there is an open ditch along property. We can not set Certificate of occupancy to close on home.
- 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. We can not set Certificate of occupancy to close on home.

**MINUTES OF SEPTEMBER 28, 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.**

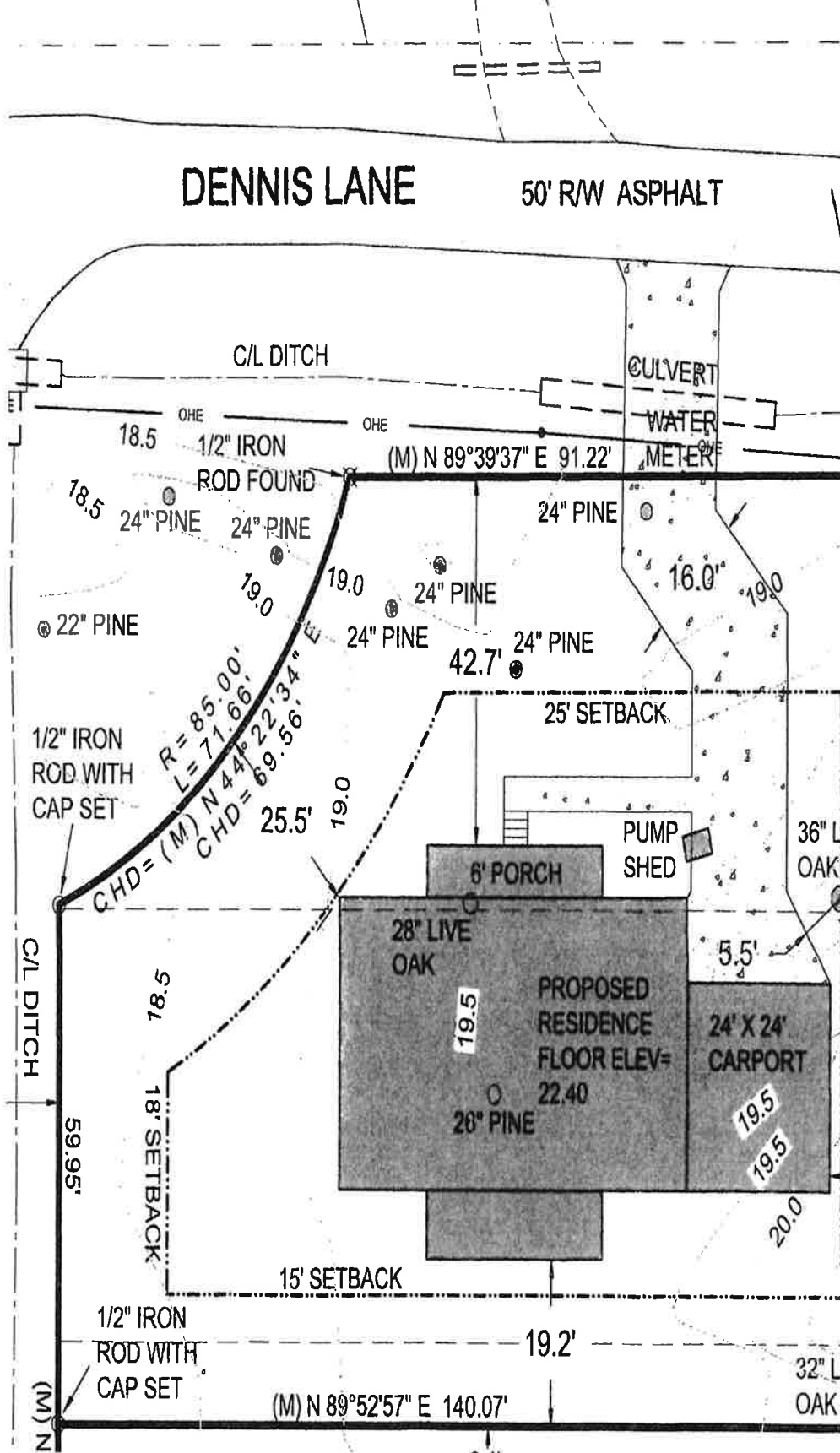
**V. OWNERSHIP AND CERTIFICATION:**

**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.

<p><u>SpinnerREAL Estate Holdings, LLC</u> Name of Rightful Owner (PRINT)</p> <p><u>4410 Green Teal Ct.</u> Owner's Mailing Address</p> <p><u>Biloxi, MS 39531</u> City State Zip</p> <p><u>954-662-3500</u> Phone</p> <p><u>[Signature]</u> <u>09/07/23</u> Signature of Rightful Owner Date</p>	<p>_____ Name of Agent (PRINT)</p> <p>_____ Agent's Mailing Address</p> <p>_____ City State Zip</p> <p>_____ Phone</p> <p>_____ Signature of Applicant Date</p>
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MINUTES OF SEPTEMBER 28, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



MINUTES OF SEPTEMBER 28, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Case: 24CH121-cv-02033-JP Document #: 4 Filed: 09/16/2023  
ESTATE OF: JAMES WALLACE NOBLE, SR. DATE FILED: 09/16/2023  
JOHN MACADAMS, CHANCERY CLERK BY: KELLIE HICKS  
NOTARY PUBLIC  
OFFICE OF THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT  
WILL AND TESTAMENT OF JAMES WALLACE NOBLE, SR.

I, JAMES WALLACE NOBLE, SR., an adult resident citizen of Harrison County, Mississippi being of sound and disposing mind and memory and over the age of twenty-one years, do hereby make, ordain, declare and publish this My Last Will and Testament, hereby revoking any and all other wills and codicils heretofore made by me.

ITEM 1. I do hereby bequeath to my wife, Shirley Ann Noble, a life estate for her use and enjoyment during her lifetime our current home and then at her death to my sole and only children, Elizabeth Dianne Noble Borzik and James Wallace Noble, Jr., all my interest in our current home described as

140 FEET OF Lots 21-24, inclusive, Block 5, MOHLER & AVERAS Subdivision, Long Beach, Harrison County, Mississippi, as per map or plat thereof on file and of record in Copy Plat Book 3, Page 118 in the Office of the Chancery Clerk of Harrison County, Mississippi, First Judicial District.

ITEM 2. All the rest and residue of my estate, real, personal and mixed and wherever situate, I hereby devise and bequeath equally to Shirley Ann Noble, Elizabeth Dianne Noble Borzik and James Wallace Noble, Jr., share and share alike

ITEM 3. I do hereby nominate and appoint, Elizabeth Dianne Noble Borzik, Executrix of this my Last Will and Testament and in the event that Elizabeth Dianne Noble Borzik should predecease me or if she is unable or unwilling to serve as Executrix, I hereby appoint James Wallace Noble, Jr. I do hereby waive for either of them as Executor the requirement of any bond or an accounting to any Court. I further



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waive an appointment of my estate in the statutory manner and I waive the requirement of any inventory in the matter of my estate.

SIGNED, PUBLISHED AND DECLARED as this my Last Will and Testament, this the 15 day of April, 2015.

WITNESSES: [Signatures of witnesses]

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, [Signatures], who after being duly sworn on oath, states as follows:

That the above and foregoing Last Will and Testament of JAMES WALLACE NOBLE, SR., hereinafter referred to "Testator" dated 15<sup>th</sup> day of April, 2015, was exhibited by said Testator to affiants as his Last Will and Testament, and was signed by him on said date in the presence of affiants, declaring the same to be his Last Will and Testament of JAMES WALLACE NOBLE, SR. and at the Testator's request and in the Testator's presence and in the presence of each other, the affiants signed the same as witnesses.

That the Testator was on the 15<sup>th</sup> day of April, 2015, of sound and disposing mind and memory and was over the age of twenty-one (21) years.

Signature: [Signature]  
Address: 153 West Don Ray, Long Beach, MS 39560

Case: 24CH121-cv-02033-JP Document #: 4 Filed: 09/16/2023 Page 3 of 3

Signature: [Signature]  
Address: 153 West Don Ray, Long Beach, MS 39560

SWORN TO AND SUBSCRIBED below me, this the 15<sup>th</sup> day of April, 2015

NOTARY PUBLIC:

My commission expires Dec 7th 2018  
[Notary Seal]

**MINUTES OF SEPTEMBER 28, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

The Clerk reported that eleven (11) notices of public hearing were sent by regular mail to property owners within one hundred sixty feet (160') of the subject property. Notices were also posted on the bulletin boards at City Hall, the Building Official's Office and the Water Department, 201 Jeff Davis Avenue and at the Long Beach Public Library, 209 Jeff Davis Avenue; said notice was ordered as part of these proceedings:

City of Long Beach



LEGAL NOTICE  
PUBLIC MEETING

In accordance with Section 4 of the City of Long Beach Sidewalk Ordinance as amended by Ordinance 615, 616 and 647 notice is hereby given advising that the Planning and Development Commission for the City of Long Beach will hold a Public Meeting for the purpose of considering a Variance.

Spinnet Real Estate Holdings, LLC, 140 Green Teal Court, Biloxi, MS 39531, has filed an application for a Variance in accordance with the Long Beach Sidewalk Ordinance. The applicant is requesting a Variance from the placement of a sidewalk on a newly developed lot. The location of the requested Variance is 105 Dennis Lane, Tax Parcel 0611X-02-048 000. The legal description is as follows:

W 140 FT OF LOTS 21 TO 24 BLK 5 MOHLER & AVERAS SUBD SFC 11 A-17

A public meeting to consider the above Variance will be held in the City of Long Beach, Mississippi, 39560, Thursday, September 28, 2023, at 5:30 p.m., in the Long Beach City Hall Meeting Room located at 201 Jeff Davis Avenue. The City encourages all residents, groups and organizations to contact the city if they have any questions concerning the Variance.

/s/ signed  
Chairman  
Planning Commission

201 Jeff Davis • PO Box 374 • Long Beach, MS 39560 • (228) 661-556 • FAX (228) 665-0822  
cityoflongbeach.com

<b>AVERY</b> 5'60	Easy Peel Address Labels Band-Aids / Ink to expose Pop-Up Edge!	Go to Avery.com/temp This Avery template
Henderson Steve E and Rita A 105 Dennis Lane Long Beach, MS 39560	Young Derek C 612 Quarles Avenue Long Beach, MS 39560	Reggia Dave R 610 Quarles Avenue Long Beach, MS 39560
O'Neal Joseph D 211 Roberts Avenue Long Beach, MS 39560	Henderson Steve E and Rita A 105 Dennis Lane Long Beach, MS 39560	Carrubba Leonard G 105 Summer Lane Long Beach, MS 39560
Waller Corey 103 Dennis Lane Long Beach, MS 39560	Wedgeworth Scott N and Daria R 669 North Seal Avenue Long Beach, MS 39560	Gibson Kenneth Ray and Sandra L 112 Dennis Lane Long Beach, MS 39560
McClain Criston Eugene and Elizabeth 119 Dennis Lane Long Beach, MS 39560	Allen Jesse R and Jacqueline R 611 Quarles Avenue Long Beach, MS 39560	

### MINUTES OF SEPTEMBER 28, 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, JINA M. DAVIS, known to me to be the Minutes Clerk of the City of Long Beach, Mississippi Planning and Development Commission, who being by me first duly sworn, deposes and says on oath as follows, to wit:

1. That she is 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 September 7, 2023, she did cause to be mailed, Notice of Public Hearing, a copy of which is attached hereto, to eleven (11) property owners within 160 of 109 Dennis Lane, Tax Parcel 0611 K-02-043,000, notifying them that a public meeting will be held, September 28, 2023, to consider an application for a Variance submitted by Spinner Real Estate Holdings, LLC.

Given under my hand this 7th day of September 2023.

STACEY FAHN, APPLICANT

SWORN TO AND SUBSCRIBED before me on this the 7th day of September 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

	<p>STATE OF MISSISSIPPI COUNTY OF HARRISON</p> <p>PERSONALLY appeared before me the undersigned notary for and for said County and State, HUSHEM HAWKINS, 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 hereunto attached, has been made in the said publication _____ weeks in the following number and on the following date of such paper:</p> <p>Vol. No. _____ dated _____ day of _____, 20__</p> <p>Vol. No. _____ dated _____ day of _____, 20__</p> <p>Vol. No. _____ dated _____ day of _____, 20__</p> <p>Vol. No. _____ dated _____ day of _____, 20__</p> <p>Vol. No. _____ dated _____ day of _____, 20__</p> <p>Vol. No. _____ dated _____ day of _____, 20__</p> <p>Vol. No. _____ dated _____ day of _____, 20__</p> <p>Vol. No. _____ dated _____ day of _____, 20__</p> <p>Vol. No. _____ dated _____ day of _____, 20__</p> <p>Vol. No. _____ dated _____ day of _____, 20__</p>
<p>Attest: further states on oath that said newspaper has been established and published continuously in said county for period of more than twelve months prior to the first publication of said notice.</p> <p style="text-align: right;">_____ Publisher</p> <p>Sworn to and subscribed before me this _____ day of _____, A.D. 20__</p> <p style="text-align: right;">_____ Notary Public</p>	

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

Commissioner Suthoff made motion, seconded by Commissioner Brown and unanimously carried to close the public hearing.

**MINUTES OF SEPTEMBER 28, 2023**  
**REGULAR MEETING**  
**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

After considerable discussion Commissioner Suthoff made motion, seconded by Commissioner DiLorenzo 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 28th day of September 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: Vice Chairman Shawn Barlow, Commissioners Nicholas Brown, William Suthoff, David DiLorenzo, Michael Levens, City Advisor Bill Hessel, Building Inspector Ryan Ladner and Minutes Clerk Tina M. Dahl.

Absent the regular meeting were Commission Chairman Frank Olaivar, Commissioners Trey Gaddy, Jennifer Glenn, Marcia Kruse, and Building Official Mike Gundlach.

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

\*\*\*\*\*

Commissioner Levens made motion, seconded by Commissioner Suthoff and unanimously carried to approve the Regular Meeting minutes of September 14, 2023, as submitted.

\*\*\*\*\*

It came for discussion under Unfinished Business a Short-Term Rental for the property located at 405 South Cleveland Avenue, Tax Parcel 0612A-03-048.000, submitted by Andrew and Laura Brayton (owners) and Ashley Gray (property manager), as follows:



**MINUTES OF SEPTEMBER 28, 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
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**PROPERTY INFORMATION:**  
 ADDRESS: 405 S Cleveland Ave., Long Beach, MS 39560 Tax Parcel # 0612a-03-048.000  
 (Location of Short-Term Rental)

**OWNER'S INFORMATION:**  
 Property Owner's Name: Andrew and Laura Brayton

Property Owner's Address: 10440 Marigold Court, Highlands Ranch, CO 80126

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

Property Owner's Phone No: 850-304-6120 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Email Address: labrayton@yahoo.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: Ashley Gray

Property Manager's Address: (Must be a local contact)  
246 Southern Circle, Gulport, MS 39507

Property Manager's Phone No.: 601-955-0904 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Email Address: \_\_\_\_\_

- PLEASE PROVIDE THE FOLLOWING:**
- Mississippi Sales Tax ID # VRBO remits all jurisdictional tax as HomeAway Property ID 2070589 - ID# 483-11-1027
  - Recorded Warranty Deed ✓
  - Parking Rules & Plan ✓
  - Trash Management Plan ✓
  - Copy of Proposed Rental Agreement ✓
  - Proof of Liability Insurance, which includes short term rental coverage - Coverage partially through \$1M policy through VRBO ✓

- 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.

Laura A. Brayton *Laura A. Brayton* 08/11/2023  
 PRINT NAME SIGNATURE DATE

BELOW IS FOR OFFICE USE ONLY			
Maximum Occupancy: <u>8</u>	Maximum Vehicles allowed: <u>4</u>	Number of bedrooms: <u>3</u>	Number of people home can accommodate: <u>8</u>

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

Building Official Signature: *Ryan Tol* Date: 9/7/23  
 Fire Inspector Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Date Received: <u>8/29/23</u>
Agenda Date: <u>9/14/23</u>
Amount Due/Paid: <u>250.00</u>
Payment Method: <u>1103</u>

MINUTES OF SEPTEMBER 28, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



I, Laura A. Brayton, owner of the property located at 405 S. Cleveland Ave. Long Beach, MS Tax Parcel 0612a 03 048.000, 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.

*Laura A. Brayton*  
signature

8/9/2023  
date

6-RECORDED ORIGINAL



Our File #B230210  
Prepared by R. Robert E. Schwartz, Ogletree & Jensen, PLLC  
PO Box 1682 Bienville MS 39535, 228-388-7441

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

QUIT CLAIM 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 contents of which is hereby acknowledged, the undersigned,

Andrew Brayton

1940 Marigold Court, Highlands Ranch, CO 80126, 859-394-6129

does hereby sell, convey and quit claim unto

Andrew Brayton and Laura Brayton

1940 Marigold Court, Highlands Ranch, CO 80126, 859-394-6129

as tenants by the entirety with full rights of survivorship and not as tenants in common, the following described land and property being located in the First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

Lot Twelve (12), Block Fourteen (14), ORIGINAL TOWN OF LONG BEACH, a subdivision according to the official map or plat thereof on file and of record in the office of the Clergy Clerk of the First Judicial District of Harrison County, Mississippi in Plat Book 11 at Page 6 (Copy Book 4A at Page 365) hereof, reference to which is hereby made in and of and as a part of this description.

TITLE NOT EXAMINED OR REQUESTED

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 are hereby assumed by the Grantees herein.

WITNESS MY SIGNATURE, on this the 9 day of March, 2023.

*Andrew Brayton*  
Andrew Brayton

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 9 day of March, 2023.

My Commission Expires



NOTARILY FILED

TITLE NOT EXAMINED OR REQUESTED

**MINUTES OF SEPTEMBER 28, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

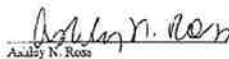
EXEMPT FROM 2023/2024  
LEA# 0004 - JT - GULFPORT DISTRICT

NAME AFFIDAVIT

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the undersigned, Ashley N. Ross FKA Ashley Ross Gray, who, after having been duly sworn on oath, states that she is not one and the same person as Ashley Leala Nicole Gray, as set forth in that certain judgment in favor of Memorial Hospital at Gulfport, Case No D24011801045 and F1e No 221443.

WITNESS MY SIGNATURE this 10th day of March, 2022.

  
Ashley N. Ross

SWORN TO AND SUBSCRIBED BEFORE ME, this the 10th day of March, 2022.

  
NOTARY PUBLIC

My Commission Expires:



**Quint's Cottage Property Contact**

Laura Brayton (850) 304-6120, Andy Brayton (515) 451-211  
cquiriscottage@gmail.com  
If owner cannot be reached, please contact Ashley Gray (601) 955-0904 or  
Scott Gray (601) 212-5625

**Emergency 911**

Fast Pace Health Urgent Care (110 E. Railroad St., Long Beach, <1 mile)  
Memorial Hospital: Gulfport (4500 12<sup>th</sup> St., Gulfport, 3 miles)  
Animal General Hospital (20005 Pineville Rd., Long Beach, 2 miles)  
Walgreens (120 W Railroad, Long Beach, 1 mile)

**Directions**

Quint's Cottage sits one block north of US Highway 90 at South Cleveland Avenue, across from the Long Beach Harbor and 3 ½ blocks south of the railroad tracks between Fourth and Fifth Street.

**Parking** ✓

Parking is available in the driveway and under the home, accommodates four cars  
Additional trailer and boat parking available. Please contact owner.

**Access & Check-In**

Check-in time is 3:00 pm

Quint's Cottage is equipped with keyless code locks on both entry doors. Full set of house keys are available in the kitchen island in the top left drawer. Upstairs door key, downstairs storage key, pool key, bike lock key, and cargo lift key are included.

**Thermostat**

Air conditioner and heat is controlled by Ecobee. It is set to default but may be easily adjusted for your comfort. Slide finger up or down (right side) to control temperature.

**WiFi**

WiFi Name: CODA B973    WiFi Password 251209014409  
2.4 & 5G Modem location: Bunk Room  
Smart TV's all have Roku, 1 remote per TV & 1 sound bar remote  
Paramount- (local news) & Hulu: Long Beach profile (p/w 11111)  
Netflix, Amazon Prime and more available on Roku  
All TV's have airplay from your phone or smart device via WiFi

**Pets**

Pet drawer is in island. Pet bowls, bugs, treats & toys included.  
Pickup after your pet when outside and on the beach.  
Pet Kennel available in storage room on ground level.  
Pet gate available in bunk room closet.  
Pet sofa cover available in living room console.  
Pet towels for dirty feet in laundry cabinet.

**Hammocks and Swing**

Hammocks are hanging inside the storage room on ground level.  
Children must be supervised when using hammocks or swing.  
1 person per hammock/swing only.  
No rough/dangerous play is allowed.  
Use all recreational equipment provided at your own risk.

**Cargo Lift**

Guest(s) are responsible for any and all damages to lift.  
Not intended for human or pet use.  
Lift remains locked until unlocked by guest, control knob located on control panel.  
Ensure doors are secure and locked prior to movement.

MINUTES OF SEPTEMBER 28, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

NOTICE OF LIABILITY

Renter shall be solely responsible for and agree to hold owner free and harmless and to indemnify owner from all claims for injury or damage to persons or property sustained by renter or any occupant on the premises itself resulting from but not limited to A) loss of property, theft, burglary, vandalism; B) damages caused by action of the elements; C) damages or injury resulting from the conduct of renters employees, agents, licensees, visitors or guests on the premises; D) loss, damage or injury resulting from the acts or omissions of occupants of the building; E) damages or injury from any water activity.

Renter assumes responsibility for the condition of the premises. Owner shall not be liable for any damages or injury to renter or any other person, or to any property, occurring on the premises or any part thereof or in common areas thereof. Renter agrees to hold owner harmless from any claims for damages no matter how caused. Cargo lift at the property is strictly to be used by an adult over the age of 25 and for intended purposes only, not the transport of humans or animals. Renter is responsible for any damages to lift or property from the use of lift. Owner is not responsible for injuries or problems with the use of cargo lift.

Renter will not cause or allow nuisance on the premises, excessive notice or party on premises. Complaints by neighbors or excessive noise, party nuisance shall be cause for the renter to immediately terminate reservation and authorizes owner to utilize all lawful means to remove renter from the premises with any unearned rent being forfeited by renter.

Renter is responsible for all damages to the vacation rental property and its contents. All costs associated with its repairs, excessive clean up, replacement of contents shall be the renter's sole responsibility.

Please use handrails when using stairs.

Rental Check-Out Information

Check out time is 11:00 a.m.

Leave used beds unmade or remove linens

Leave wet linens and towels in tub or shower

Load and start dishwasher

Turn off lights and unplug appliances

Close all windows and doors

Return cargo lift to the upper deck

Lock cargo lift if used

Stack all plastic chairs and lock pool fence gate

Return all items to storage and lock door

Trash/Recycling

Remove perishable items from refrigerator

Dispose of trash and recyclables under front stairs in trash/recycle containers

Put trash containers out on Sunday night or early Monday morning for pick up

Return house keys to the kitchen island drawer

Lock front door by pushing the picture lock on keypad

Please sign our guest book.

SELECTIVE

10440 N. BAYVIEW BLVD.
SUITE 100
LONG BEACH, CA 90804

MARCH 26, 2023

ATTENTION:
10440 N. BAYVIEW BLVD.
SUITE 100
LONG BEACH, CA 90804

Subject: Your New Flood Insurance Policy from Selective
Policy Number: FLD3220119
Insured: ANDREW BRAYTON
Property Location: 404 S. CLEVELAND AVE
LONG BEACH, MS 39401

Dear valued customer,
Thank you for choosing Selective Flood Insurance.
Effective 03/26/2023, your Flood Insurance Policy is now in force. Please review your policy details carefully.

Please review your Declaration Page to ensure the information is accurate. Important information may impact your policy's premium.

Please note that your new policy is subject to the new rate schedule. The new rating methodology is commonly referred to as the Rating R (R) 2.0. This new rating methodology is based on the value of your property and its exposure to flood risk.

Your new policy is subject to the new rate schedule. The new rating methodology is commonly referred to as the Rating R (R) 2.0.

Thank you for choosing Selective Flood Insurance. We are committed to providing you with the best service possible.

For more information, please contact your agent or visit our website at www.selectiveflood.com.

Thank you for choosing Selective Flood Insurance. We are committed to providing you with the best service possible.

Thank you for choosing Selective Flood Insurance. We are committed to providing you with the best service possible.

# MINUTES OF SEPTEMBER 28, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

**SELECTIVE INSURANCE**

**Your Flood Renewal Bill**  
as of February 01, 2023

Policy number: 01022018  
Renewal number: 00100001  
Policy: SELECTIVE HOME OWNERS POLICY  
SUA  
F 02/01/23  
MEMPHIS, TN 38117

SELECTIVE FLOOD OPERATIONS COMPANY SERVICE AT 171 360 462 OR CALL 1 800 119 6666 MONDAY 9:00 AM - 4:00 PM (EST)

Payment due/separation date  
04/07/2023 12:01 AM

Policy coverage options

COVERAGE	CLASS	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION	CLASSIFICATION
COV A - Dwelling	1	1	1	1	1
COV B - Other Structures	1	1	1	1	1
COV C - Personal Contents	1	1	1	1	1
COV D - Loss of Use	1	1	1	1	1
COV E - Personal Liability	1	1	1	1	1
COV F - Medical Payments	1	1	1	1	1

SELECTIVE INSURANCE



### HOMEOWNERS POLICY INVOICE

Issued on by: ORION180 INSURANCE COMPANY

DATE ISSUED: 03/22/2023

POLICY NUMBER	01022018_01022018
SELECTIVE DATE	03/22/2023 12:01 AM
EXPIRATION DATE	03/22/2024 12:01 AM

<b>MORTGAGE, MORTGAGE RESEARCH CENTER LLC BRDA</b> 1400 W. BRADY UNITED WA COLUMBIA, MO 65202	<b>INSURED: ANDREW BRAYTON</b> 10460 MARIGOLD CT LITTLETON, CO 80120 LAURA BRAYTON
Phone: 480771471100	Telephone: 973-348-8100
<b>LOCATION OF PROPERTY ADDRESS:</b> 10460 MARIGOLD CT LITTLETON CO 80120	

\*Thank you for choosing Orion180 Insurance Company. There is a premium payment due on the policy shown above. To maintain insurance coverage, please make your payment as below.

Current Balance*	\$ 3,416.00
*Payment Due:	\$ 3,416.00
Payment Due Date:	04/21/2023

\*Unless paid in full, a \$10 Non-refundable payment processing fee will be added to each payment.

Please Check/visit this portal with your agent:

Policy Number: CICH3MS_01385841-1	Named Insured: ANDREW BRAYTON
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**Make check payable to:**  
Orion180 Insurance Company

**Balance Due:** \$ 3,416.00  
Payment must be received by: 04/21/2023

**Total Payment Received:** \$

**MAIL TO:**  
Orion180 Insurance Services, Llc  
P.O. Box 735348  
Dallas, TX 75373 834E

**OVERNIGHT TO:**  
Orion180 Insurance Services, Llc  
Attention: Accounting Department/Overnight  
630 S. Harbor City Blvd., Suite  
302 Melbourne, FL 32901

CIC H3 MS 12 22      MORTGAGE COPY      Page 1 of 1



### HOMEOWNER POLICY DECLARATION

POLICY NUMBER	01022018_01385841-1
EFFECTIVE DATE	03/22/2023 12:01 AM
EXPIRATION DATE	03/22/2024 12:01 AM

Your 180 Insurance Services, LLC is a 2013 Holder City, St. St. 307 & N. Highway, Rt. 92501 & (864) 497-2641

<b>Applicant Information:</b> ANDREW BRAYTON  LAURA BRAYTON 10460 MARIGOLD CT LITTLETON, CO 80120 973-348-8100	<b>Agent Information:</b> Marie Margaz Alan & Smith Insurance Agency, Inc. - Waveland 603 Hwy 50, Ste C Waveland, MS 38976 228-687-1152
<b>Property Address:</b> 10460 Marigold Ct Littleton, CO 80120	

<b>Policy Period:</b> 03/22/2023 to 03/22/2024	<b>Important Phone Numbers:</b> Customer Service: 1-800-688-3524 Claims Paying: 1-866-500-3520
<b>Policy Type:</b> MS Orion180 Homeowner HO3 Policy	
<b>INSURER:</b> Orion180 Insurance Company (A) Demotech Rated	

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

TOTAL ESTIMATED POLICY PREMIUM, FEES AND TAXES:		\$ 3,416.00
<b>COVERAGES</b>		
Coverage A - Dwelling (Replacement Cost as Described in policy)		\$530,000
Coverage B - Other Structures		\$26,500
Coverage C - Personal Contents		\$176,000
Coverage D - Loss of Use		\$53,000
Coverage E - Personal Liability		\$300,000
Coverage F - Medical Payments		\$1,000
<b>DEDUCTIBLES</b>		
Hurricane/Wind/Hail or Tornado Deductible		2.00%
All Other Peril Deductible		\$2,500
<b>Base Premium (Without taxes and fees)</b>		\$ 3,011.00
<b>Fees &amp; Taxes</b>		
<b>Agency Fee</b> (This fee applies to all new policies and is fully earned and non-refundable.)		0
<b>Policy Fee</b> (This fee applies to all new and renewal policies and is fully earned and non-refundable.)		\$ 175.00
MS SL Premium Tax (4%)		127.44
MS SL Stamping Fee (25%)		\$ 7.97
MMUA Non-Admitted Policy Fee (3%)		95.56

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Table with columns for coverages, discounts, and rating information. Includes items like Residence Fire in Trust, Special Computer Coverage, and various discount categories.

DIC 103828 NR 12 23 Page 2 of 3

Table with columns for construction type, foundation type, protection class, roof covering, roof slope, roof surface, occupancy type, and number of claims.

Table with columns for first mortgage and second mortgage details, including lender name and address.

Table with columns for policy forms and endorsements, listing various policy numbers and descriptions.

Surplus Lines Broker & Mailing Address
Verbo Group
132 S. Harbor City Blvd. Suite 302
Silverdale, WA 98280

Verbo - Rental Property Liability Insurance Program Summary from Generali - U.S. Branch

About \$1M Liability Insurance
The Rental Property Liability Insurance Program ("the Program") can provide owners and property managers with coverage against claims for accidents resulting in bodily injury or property damage to third parties or their property, subject to terms and conditions, some of which are outlined below. This summary is based on the policy effective from May 23, 2023 to May 23, 2024.
There is no additional cost to participate in the program; however, only stays that correspond with a reservation processed online through the Verbo family of brands ("Verbo") may be covered. In the event of a claim, benefits will be coordinated along with any other applicable insurance, including your homeowner's policy.
The Program provides up to US\$1.0 million in coverage per property, per policy period, through a policy administered by Customized Services Administrators, Inc., doing business as Generali Global Assistance & Insurance Services ("GGA"). GGA is part of the multinational Generali Group, which for over 180 years has created a presence in 50 countries with over 75,000 employees and is ranked in the Fortune Global 500 as of September 2022.
The Program is underwritten by Generali U.S. Branch (NAIC# 12231, "GUSA"), also a member company of Generali Group.
Limits of Insurance
The Program provides liability coverage of up to US\$1.0 million per occurrence per rental agreement, and medical payments coverage of up to US\$5,000, with an aggregate limit of US\$1.0 million per policy period per property listed on the Verbo sites during the policy term.
The \$1.0 million USD policy limit includes and is not in addition to the costs to investigate a claim and provide a legal defense, if necessary.
Program Eligibility and Effective Dates
Coverage under the Program can apply to all stays that are received on or after May 8, 2023, regardless of check-in/check-out date, provided that the stay corresponds with a reservation processed online through the Verbo checkout.
The policyholder is Verbo Holdings, Inc. and its affiliates, owners, managers, and lessors of properties listed on Verbo that are rented to lessees through a rental agreement using Verbo's checkout, may qualify as insureds under the Program, but only with respect to liability arising out of the ownership, maintenance or use of such property under the terms and during the rental period of the rental agreement for such property.
Bodily Injury and Property Damage Coverage
The sums that an insured becomes legally obligated to pay as damages because of bodily injury to a guest or property damage to a third party's property may be covered by this Program. The insurance only applies to bodily injury or property damage that is caused by an accident, and is

# MINUTES OF SEPTEMBER 28, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

subject to other terms, conditions, and exclusions.

## Coverage Territory

The Program may provide coverage anywhere in the world provided the insured's responsibility to pay damages is determined.

a) In a settlement to which GUSB agrees or

b) In a suit on the merits that is brought in a territory in which GUSB is not prohibited from engaging in transactions by any applicable law such as sanctions and trade embargo laws. Those include sanctions and trade embargos administered by the U.S. Treasury Department's Office of Foreign Assets Control.

## Program Exclusions and Limitations

The Program will coordinate with any other valid and collectible insurance available to persons or entities that qualify as insureds under the Program.

If the owner, property manager or lessee qualifying as an insured under the Program does not maintain adequate insurance coverage sufficient to cover the rental of the properties they list on the site, the limits and amounts paid on behalf of that insured will be subject to a 25% deductible, payable by that insured.

The exclusions and limitations summarized below are from the policy effective from May 23, 2022, to May 23, 2023:

**Expected or Intended Injury:** Bodily injury or property damage expected or intended from the standpoint of the insured. However, this exclusion does not apply to bodily injury resulting from the use of reasonable force to protect persons or property.

**Ineligible Property:** properties that are ineligible for short term rentals due to: (1) local short term rental ordinances; or (2) local authorities have explicitly prohibited short term rental use at the property subject to the rental agreement.

**Contractual Liability:** Bodily injury or property damage for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement, subject to certain exceptions.

**Liquor Liability:** Bodily injury or property damage for which any insured may be held liable by reason of: (1) causing or contributing to the intoxication of any person; (2) the furnishing of alcoholic beverages to any person under the legal drinking age at that location, or under the influence of alcohol; or (3) any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages; even if the claim against any insured alleges negligence or wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured; or providing or failing to provide transportation with respect to any person that may be under the influence of alcohol. However, this exclusion applies only if the insured is in the business of manufacturing, distributing, selling, serving or furnishing of alcoholic beverages, which does not include, by itself, permitting a person to bring alcoholic beverages on the insured's premises for consumption of the insured's premises, whether or not a fee is charged or a license is required for such activity.

**Workers Compensation and Similar Laws:** Any obligation of the insured under a worker's compensation, disability benefits, unemployment compensation law or any similar law.

**Employer's Liability:** Bodily injury to an employee of the insured arising from and in the course of employment; by the insured or performing duties related to the conduct of the insured's business, as well as any related consequential bodily injury to the spouse, child, parent, brother or sister of that employee, regardless of whether the insured may be liable as an employer or in any other capacity or if there is any obligation to share damages with or repay someone else who must pay damages because of the injury. However, the exclusion does not apply to liability assumed under an insured contract.

**Pollution:** (1) Bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants under certain delineated circumstances; or (2) any investigation, cleanup, removal, remediation, testing, monitoring, clean up, removal, control, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of pollutants, except for liability for damages because of property damage. The insured would have in the absence of any such request, demand, order or statutory or regulatory requirement, or such claim or suit by or on behalf of such governmental authority.

**Aircraft, Auto, or Watercraft:** Bodily injury or property damage arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, auto, or watercraft owned or operated by or rented or loaned to any insured, even if the claim against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured. However, this exclusion is subject to certain exceptions.

**Mobile Equipment:** Bodily injury or property damage arising out of: (1) the transportation of mobile equipment by an auto owned or operated by or rented or loaned to any insured, or (2) the use of mobile equipment in or while in operation, or while being prepared for, any pleasure racing, speed, demolition or other stunting activity.

**War:** Bodily injury or property damage, however caused, arising directly or indirectly from (1) war, including undeclared or civil war; (2) warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or (3) insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**Damage to Property:** Property damage to personal property in the care, custody, or control of the insured.

**Electronic Data:** Damages arising from the loss of, loss of use of, damage to, corrupt or inability to access, or inability to manipulate electronic data.

**Personal or Advertising Injury:** Bodily injury arising out of personal and advertising injury.

**Recording and Distribution of Material or Information in Violation of Law:** Bodily injury or property damage arising directly or indirectly out of any action or omission that violates or is

alleged to violate the Telephone Consumer Protection Act, the CAN-SPAM Act of 2003, the Fair Credit Reporting Act, including any amendments or additions to such laws, and any other federal, state or local statute, ordinance or regulation that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**Recording of Material or Information:** Bodily injury or property damage arising out of the actual or alleged recording, printing, dissemination, disposal, collecting, sending, transmitting, communicating, or distribution of any material or information by a carrier that is: (1) not previously disclosed in the listing, including the specific location and whether recording occurs during the reservation; or (2) placed in or observed in the interior of private spaces such as bedrooms, bedrooms, or sleeping areas; whether concealed or not concealed.

**Trade Sanctions:** Bodily injury or property damage to the extent that the provision of such coverage or payment of such would expose GUSB to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, or any other sovereign nation to whose laws GUSB is subject.

## Claims

Please notify GEA immediately if you become aware of any third party bodily injury or third party property damage that may be subject to coverage.

Call immediately to initiate a claim and speak with a dedicated GEA claims representative in United States: 800.313.6457 & International Toll Free: 800.545.2222.

Please have the following information available when you call us:

1. Full details of the incident
2. Any and all related documentation, &
3. Names and contact information of individual or parties injured or claiming damages

The claims handling time depends on numerous factors, which can include the complexity and specific details of the claim and associated damages.

General Global Assistance

P.O. Box 935057

San Diego, CA 92195

Tel: 958.810.2000

Email: [usa@gea.com](mailto:usa@gea.com)

## Disclaimer

The above Program Summary is provided by GUSB for your convenient review only. This summary is based on the policy effective from May 23, 2022, to May 23, 2023. It does not contain the full

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or exact terms and conditions of the insurance policy issued to Vrbo Holdings, Inc. Certain terms and phrases used in the policy are defined to have special meaning, and the definitions are not provided in the summary. GUSB will rely on the actual complete terms and conditions in the policy in evaluating any claims.

**Complaints**

We strive to provide our partners with excellent customer service and welcome any feedback. We will make our best effort to deal with all complaints fairly. If you wish to make a complaint, you can do so in writing, or by telephone.

Please address all complaints to:

Generali Global Assistance

P.O. Box 93905 /

San Diego, CA 92193

Tel: 858-810-2000

Email: [VrboClaims@Generali-Usa.com](mailto:VrboClaims@Generali-Usa.com)

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

\*\*\*\*\*

It came for discussion under New Business a Short-Term Rental for property located at 2000 Pettits Lane, submitted by Garland Wayne and Janet Lee Watts (owners) and Angie Johnson (property manager) as follows:



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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: 2000 Pettits Lane Tax Parcel # \_\_\_\_\_  
 (Location of Short-Term Rental)

**OWNER'S INFORMATION:**  
 Property Owner's Name: Garland Wayne Janet Lee Watts  
 Property Owner's Address: 1424 Norwood Ave. EL Dorado, KS 67042  
 Property Owner's Mailing Address, if different from above:

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Property Owner's Phone No: 316.377.0681 /316.377.0680 Email Address: coastalbreeze96@gmail.com

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

**PROPERTY MANAGER INFORMATION:**  
 Property Manager's Name: Angie Johnson  
 Property Manager's Address: (Must be a local contact)  
1155 East Old Paaa Road Long Beach, MS 39560

City \_\_\_\_\_ State, \_\_\_\_\_ Zip \_\_\_\_\_  
 Property Manager's Phone No.: 228.297.9298 Email Address: queenrosalie16@gmail.com

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

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

**AFFIDAVIT**

I HEREBY CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT ALL INFORMATION CONTAINED HEREIN 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.

Garland Wayne Watts, JR Wayne Watts 09/03/2023  
 PRINT NAME SIGNATURE DATE

BELOW IS FOR OFFICE USE ONLY			
Maximum Occupancy: <u>8</u>	Maximum Vehicles allowed: <u>3</u>	Number of bedrooms: <u>4</u>	Number of people home can accommodate: <u>8</u>

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

Building Official Signature: Ryan L... Date: 9/18/23  
 Fire Inspector Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Date Received: <u>9-11-23</u>
Agenda Date: <u>9-28-23</u>
Amount Due/Paid: <u>202.0</u>
Payment Method: <u>2024</u>

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Wayne Watts, owner of the property located at  
2000 Pettitus Lane, Tax Parcel \_\_\_\_\_

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.

*Wayne Watts*  
signature

09/08/2023

date



THIS INSTRUMENT WAS PREPARED BY:  
Matthew E. Perkins, MSH 102353  
4224 Castanea Avenue  
Moss Point, MS 39563  
Phone: (778) 460-5243

GRANTOR'S ADDRESS AND TELEPHONE NUMBER:  
D.R. Horton, Inc. - Birmingham  
1641 Popps Ferry Rd., Building B  
Biloxi, MS 39532  
(228-207-1940)

WHEN RECORDED RETURN TO:  
DHI Title Agency  
Attention: Rowena D'Angelo  
1641 Popps Ferry Rd., A-1  
Biloxi, MS 39532  
228-207-1940  
File No.: 440-232900423

GRANTEE'S ADDRESS AND TELEPHONE NUMBER:  
Garland Wayne Watts, Jr  
Janet Lee Watts  
2000 Pettitus Lane  
Long Beach MS 39560  
Phone: 316-377-0681

Indexing Instructions: I of 81, The Enclave Subdivision, Phase Two

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN and NO/100 DOLLARS (\$10.00) cash in hand paid, and other good, legal and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, D.R. HORTON, INC. - Birmingham, an Alabama corporation ("Grantor") hereby GRANTS, BARGAINS, SELLS, CONVEYS AND WARRANTS SPECIALLY to Garland Wayne Watts, Jr and Janet Lee Watts, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, ("Grantee") subject to all matters, exceptions and reservations described below and on Exhibit A attached hereto, that certain real property situated in County of Harrison, State of Mississippi, more particularly described as follows (the "Property"):

Lot 81, The Enclave Subdivision, Phase Two, 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 (1st) Judicial District of Harrison County, Mississippi, in Plat Book 61, at Page 18 - 19, reference to which is hereby made in aid of and as a part of this description.

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

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

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

WITNESS THE SIGNATURE OF THE GRANTOR made effective August 28, 2023, although actually executed on the date set forth in the acknowledgment below.

D.R. HORTON, INC. - Birmingham, an Alabama corporation  
*Lori McMurphy*  
Name: Lori McMurphy  
As Its Assistant Secretary

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28 day of August, 2023, within my jurisdiction, the wittle named Lori McMurphy, who acknowledged that she is the Assistant Secretary of D.R. HORTON, INC. - Birmingham, an Alabama corporation, and that for and on behalf of the said corporation, and as its act and deed she/he executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so:

(Affix official seal)



*Rowena D'Angelo*  
(NOTARY PUBLIC)  
My commission expires: 8/19/2025

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ESCROW NO.: 440-25290423

### EXHIBIT A EXCEPTIONS TO TITLE

1. Covenants, conditions, and restrictions as set forth in instrument recorded Instrument 2021-4447-D-11 and Instrument 2021-11712-D-11, and any amendments thereof, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (s) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.
2. Easement to Harrison County, Mississippi recorded in Book 587, page 21.
3. Permanent Drainage Easement recorded in Instrument 2023-15513 D-11.
4. Reservation of interest in and to all oil, gas and minerals, and rights in connection therewith, as contained in instrument, recorded in Book 285, page 237.
5. Conveyance of common areas as recorded in Instrument 2022-17774 D-11.
6. Oil, gas and mineral deed as contained in instrument recorded in Instrument 2022-18663 D-11.
7. Utility easement, sidewalk, telephone pedestal (2), clean out, electrical box (2), ATT box, water meter (2), and power box by the concrete drive as shown on survey by Polysurveying of Mobile, Inc., dated August 21, 2023.
8. Distances, drainage, utility easements, and building setback lines pertaining to the lot as shown in the survey by Polysurveying of Mobile, Inc., dated August 21, 2023.

Exhibit A

440-25290423

**Tina Dahl**

**From:** Coastal Breeze <coastalbreeze96@gmail.com>  
**Sent:** Friday, September 8, 2023 4:06 PM  
**To:** tina@cityoflongbeachms.com  
**Subject:** 2000 Pettis Lane

Avalara MyLodgeTax will handle the taxes.  
 Evolve.com will be handling the bookings.

The fire extinguisher is located in the laundry room.

The trash cans will be put out by the renters or the house keeping service. The trash cans will be returned to the house by a neighbor.

Please, notify us if you need anything else.

Jan Watts 316 377-0680  
 Wayne Watts 316 377-0681

**No parking on grass**  
**No overnight parking on street**

### CURBSIDE RECYCLING GUIDELINES

**YES**

- Clean pizza boxes
- Clean garden plastics
- Flattened cardboard boxes
- Empty and rinsed containers
- 1 liter clear or plastic bottles
- OK to have staples, pipe labels, staples, extra bindings and metal fasteners on paper products

**NO**

- Plastic bags
- Foam containers or products (Styrofoam)
- Mirrors
- Window panes, mirrors, ceramics & Pyrex dishes
- Organic wastes and food waste
- Electronic waste (batteries, cell phones, computers, etc.)
- Paint, pesticides, oil & solvents
- Waxed cardboard
- Nails or screws
- Hazardous waste
- No scrap metal

**UTILITY AUTHORITY**

**Trash day is Monday**  
**Trash cans must be at curb by**  
**7 AM**



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# MINUTES OF SEPTEMBER 28, 2023 REGULAR MEETING LONG BEACH PLANNING AND DEVELOPMENT COMMISSION

31923-334-000 Rental Agreement

### Rental Agreement

Please refer to the Vacation Rental Agreement for bookings made before 12/8/20 and 12/8/20

Please refer to the Vacation Rental Agreement for bookings made before 2/9/19

Welcome and thank you for accepting your reservation through the Vacation Rental Network.

Please be sure to read this Rental Agreement (the "Agreement") with carefully, as well as our website [Terms and Conditions, Privacy Policy](#) and the [Local and Community Rules](#) for the Vacation Rental property you have selected. The "Vacation Rental" may refer to the entire unit or a portion of the unit. Please refer to the "Vacation Rental" for the details of the unit. If you are booking your Vacation Rental through a website other than the Evolve website, your reservation may also be subject to that website's terms and conditions. All other terms of the Agreement shall apply to the following important terms:

- Any payments you make are non-refundable. Please read the cancellation policy carefully before booking and consider purchasing travel insurance (Section 2). Depending on certain circumstances and Evolve's sole discretion and goodwill, we may issue you a future travel credit for use at properties within the Evolve network as your sole and exclusive remedy (which are subject to certain restrictions set forth in the Agreement) but travel credits are non-transferable and must be used 1 year from issuance.
- You are releasing Evolve and the homeowner from certain types of liability and agreeing to assume certain risks on behalf of yourself and each third party present during the stay (Sections 3 & 10) you are aware that traveling may increase your risk of contracting COVID-19.
- This Agreement requires claims to be resolved through Arbitration (Section 11).
- This Agreement contains a Third Party Waiver and a Class Action Waiver (Section 13).

By clicking "Book Now," you are acknowledging and agreeing to each term included in the Rental Agreement, which specifically includes, but is not limited to, the terms and conditions set forth in the applicable rules, policies, terms or conditions specific to your selected property.

1. **BOOKING TRANSACTION:** This Agreement is between Evolve Vacation Rental Network, Inc. ("Evolve") and the "Reserver," completing this booking transaction for the Vacation Rental property in "Current City" as represented by the owner on the Vacation Rental Network website. Evolve reserves the right to accept or decline any reservation for the entire duration of the reservation and that you will be responsible for the actions and inactions of each individual present at the Vacation Rental during the stay. The Evolve website may have a "Reserve" button or other interface for the Vacation Rental Agreement. If you are booking a property on the website, you acknowledge and agree that you are solely responsible for the accuracy of the information that you provide during the booking process and agree to the terms of the Agreement on your own behalf.

2. **PAYMENT TERMS & CANCELLATION:** The total amount due, including the Evolve service fees and taxes are shown at the checkout webpage for the Vacation Rental. A portion of your total payment may be due upon checkout, as indicated in the "Evolve Website Payment Terms" for the Vacation Rental. The balance due at the time of checkout is indicated on the reservation webpage. Please review these terms carefully. You may cancel your booking at any time. However, all amounts that have been paid prior to your cancellation will be non-refundable unless specifically indicated otherwise at checkout. Please review the specific cancellation and refund terms in the Evolve website or contact us at 213-260-0100 for exceptions. We will not be liable for your reservation if it is confirmed.

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31923-334-000 Rental Agreement

3. **HOUSE RULES & POLICIES:** The Vacation Rental may have specific rules and policies regarding smoking, vaping, noise hours, parking, pets, and other rules. All rules and policies are listed on the Evolve website or in the Vacation Rental listing. In addition, Evolve may have other rules and policies that are not listed on the website but are applicable to the Vacation Rental. Please review these rules and policies carefully and agree to abide by them during your stay. Evolve reserves the right to modify or change the rules and policies at any time without notice. Evolve reserves the right to remove or suspend your reservation if you do not follow the rules and policies.

4. **ARRIVAL DETAILS & CHECK-IN/CHECK-OUT:** Once your booking has been paid in full, you will receive an email from Evolve with the arrival details for your stay. Check-in and check-out times will be prominently displayed on the Evolve website. Please confirm your expected arrival time with your Evolve account. If you or any member of your party fail to arrive at the Vacation Rental at the designated check-out time, you grant Evolve the right to charge the credit card number used to book the Vacation Rental for an additional night. Further, Evolve has the right to contact your Evolve account for all payments necessary to remove you, your party, or your belongings from the Vacation Rental.

5. **DAMAGE:** Evolve charges a fee for an occupier's liability damage waiver. This fee and the related terms, conditions, and waiver amounts are set forth on the Evolve website and the checkout webpage and are incorporated into this Agreement. A copy of the Evolve website and the checkout webpage may be requested to Evolve and the Guest before checkout. You agree to be responsible for any damage to the Vacation Rental that you or any member of your party may cause during your stay, including but not limited to the use of utilities, fire, theft, or other damage. Evolve reserves the right to change the credit card number used to book the Vacation Rental to pay for any damages, including but not limited to, additional cleaning fees, to ensure that the proper party is responsible for any damage to the Vacation Rental. Evolve reserves the right to charge the credit card number used to book the Vacation Rental for the amount of any damage found at checkout.

6. **FEES & ADDITIONAL SERVICES:** All fees and services that are available for booking are listed on the Evolve website. If you fail to select any additional fee, the applicable fees will be applied to your reservation. Please review the applicable fees and services on the Evolve website before you book. Evolve reserves the right to change the credit card number used to book the Vacation Rental for the amount of any additional fees.

7. **MAXIMUM OCCUPANCY:**

- a) The maximum number of people that may occupy the Vacation Rental is indicated in the listing description. For clarification, this number applies to all overnight guests, travel companions, children. Unless otherwise specified by Evolve in writing, occupancy over the indicated capacity may result in the immediate removal of you and other members of your party from the Vacation Rental at the discretion of Evolve.
- b) Parties and large gatherings are not permitted at the Vacation Rental under any circumstances. Excessive use of alcohol, loud music, or other activities may result in your removal from the property without refund and Evolve may contact local law enforcement when appropriate. You agree to respect the vacation rental neighbors, the surrounding community and to follow all applicable laws, regulations, ordinances and rules, including but not limited to, applicable laws, regulations, ordinances and rules including but not limited to, applicable laws, regulations, ordinances and rules. You agree to conduct your stay in a manner that does not affect the neighbors or community members.

8. **CONDITION OF THE PROPERTY:** You must review the condition of the Vacation Rental and strive to keep it in excellent shape. If you notice any problems, hazardous conditions, hazardous issues, or maintenance issues, please notify your Guest Contact immediately. If the Vacation Rental is not in the condition represented in the

31923-334-000 Rental Agreement

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31923-334-000 Rental Agreement

rental by Evolve may result in the cancellation of the reservation. Evolve reserves the right to take any action that is necessary to ensure the safety and security of the Vacation Rental and the Evolve website. Evolve reserves the right to take any action that is necessary to ensure the safety and security of the Vacation Rental and the Evolve website. Evolve reserves the right to take any action that is necessary to ensure the safety and security of the Vacation Rental and the Evolve website. Evolve reserves the right to take any action that is necessary to ensure the safety and security of the Vacation Rental and the Evolve website.

9. **HOST ADDRESS:** You agree that you, your Guest Contact, and other agents responsible for the operation of the Vacation Rental, including you or your party, shall be responsible for the operation of the Vacation Rental. Evolve reserves the right to take any action that is necessary to ensure the safety and security of the Vacation Rental and the Evolve website.

10. **CLEANLINESS:** You are responsible for the cleanliness of the Vacation Rental. Evolve reserves the right to take any action that is necessary to ensure the safety and security of the Vacation Rental and the Evolve website.

11. **CANCELLATION/UNFORESEEN CIRCUMSTANCES:**

- a) **UNFORESEEN CIRCUMSTANCES/FORCE MAJEURE:** A refund paid to Evolve is non-refundable unless it is subject to the following conditions: (i) the refund will be made if you or any member of your party is unable to travel due to a force majeure event, including but not limited to, a pandemic, natural disaster, or other event that is beyond your control; (ii) the refund will be made if you or any member of your party is unable to travel due to a force majeure event, including but not limited to, a pandemic, natural disaster, or other event that is beyond your control; (iii) the refund will be made if you or any member of your party is unable to travel due to a force majeure event, including but not limited to, a pandemic, natural disaster, or other event that is beyond your control.
- b) **CANCELLATIONS BY EVOLVE & SUBSTITUTION OF PROPERTY:** In the event that Evolve or you Host fail to fulfill your booking for reasons other than those described in this Agreement, Evolve reserves the right to substitute the property for an alternative property of similar quality and price. Evolve reserves the right to substitute the property for an alternative property of similar quality and price. Evolve reserves the right to substitute the property for an alternative property of similar quality and price.

12. **INDemnITY & HOLD HARMLESS:** You agree to indemnify and hold Evolve harmless for any and all claims, damages, and expenses, including but not limited to, reasonable attorney's fees, incurred by Evolve or the homeowner, arising out of or from the use of the Vacation Rental, including but not limited to, any claims, damages, and expenses, including but not limited to, reasonable attorney's fees, incurred by Evolve or the homeowner, arising out of or from the use of the Vacation Rental.

13. **ASSUMPTION OF RISK:** You agree to assume the risk of injury or death during your stay at the Vacation Rental. Evolve reserves the right to take any action that is necessary to ensure the safety and security of the Vacation Rental and the Evolve website.

31923-334-000 Rental Agreement

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# MINUTES OF SEPTEMBER 28, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

09/28/2023 4:21 AM

Rental Agreement

you hereby acknowledge that you have read and understand the terms and conditions of this Rental Agreement and you agree to be bound by its terms and conditions. You agree to pay the rent and other charges as set forth herein and to maintain the premises in good condition. You agree to use the premises only for the purposes intended and to comply with all applicable laws and regulations. You agree to hold the landlord harmless from all claims, damages, and expenses, including attorney's fees and costs, arising from your use of the premises, whether or not such claims, damages, and expenses are caused in whole or in part by the negligence of the landlord. You agree to provide the landlord with a copy of this Rental Agreement to all persons who have access to the premises, including family members, friends, and business associates. You agree to hold the landlord harmless from all claims, damages, and expenses, including attorney's fees and costs, arising from your use of the premises, whether or not such claims, damages, and expenses are caused in whole or in part by the negligence of the landlord. You agree to provide the landlord with a copy of this Rental Agreement to all persons who have access to the premises, including family members, friends, and business associates.

14. **ATTORNEY'S FEES & COSTS** If you fail to pay the rent or other charges as set forth herein, the landlord may incur attorney's fees and costs in enforcing this Rental Agreement. You agree to hold the landlord harmless from all claims, damages, and expenses, including attorney's fees and costs, arising from your use of the premises, whether or not such claims, damages, and expenses are caused in whole or in part by the negligence of the landlord. You agree to provide the landlord with a copy of this Rental Agreement to all persons who have access to the premises, including family members, friends, and business associates.

15. **FALSIFIED BOOKING** If you provide false information to the landlord regarding your identity, contact information, or other details, you agree to hold the landlord harmless from all claims, damages, and expenses, including attorney's fees and costs, arising from your use of the premises, whether or not such claims, damages, and expenses are caused in whole or in part by the negligence of the landlord. You agree to provide the landlord with a copy of this Rental Agreement to all persons who have access to the premises, including family members, friends, and business associates.

16. **LIMITED SHORT-TERM RENTAL** This Rental Agreement is intended for use as a short-term rental agreement only. It is not intended for use as a long-term residential lease. You agree to use the premises only for the purposes intended and to comply with all applicable laws and regulations. You agree to hold the landlord harmless from all claims, damages, and expenses, including attorney's fees and costs, arising from your use of the premises, whether or not such claims, damages, and expenses are caused in whole or in part by the negligence of the landlord. You agree to provide the landlord with a copy of this Rental Agreement to all persons who have access to the premises, including family members, friends, and business associates.

17. **ARBITRATION & ARBITRATION AWARD** If you have a dispute with the landlord regarding this Rental Agreement, you agree to resolve the dispute through arbitration. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. You agree to hold the landlord harmless from all claims, damages, and expenses, including attorney's fees and costs, arising from your use of the premises, whether or not such claims, damages, and expenses are caused in whole or in part by the negligence of the landlord. You agree to provide the landlord with a copy of this Rental Agreement to all persons who have access to the premises, including family members, friends, and business associates.

18. **LIMITATION OF LIABILITY** The landlord shall not be liable for any personal injury, property damage, or other claims, damages, and expenses, including attorney's fees and costs, arising from your use of the premises, whether or not such claims, damages, and expenses are caused in whole or in part by the negligence of the landlord. You agree to hold the landlord harmless from all claims, damages, and expenses, including attorney's fees and costs, arising from your use of the premises, whether or not such claims, damages, and expenses are caused in whole or in part by the negligence of the landlord. You agree to provide the landlord with a copy of this Rental Agreement to all persons who have access to the premises, including family members, friends, and business associates.

19. **LIABILITY & JURY TRIAL WAIVER** You agree to hold the landlord harmless from all claims, damages, and expenses, including attorney's fees and costs, arising from your use of the premises, whether or not such claims, damages, and expenses are caused in whole or in part by the negligence of the landlord. You agree to provide the landlord with a copy of this Rental Agreement to all persons who have access to the premises, including family members, friends, and business associates.

20. **JURISDICTION & VENUE** This Rental Agreement shall be governed by the laws of the State of California. Any dispute arising from this Rental Agreement shall be resolved in the County of Los Angeles. You agree to hold the landlord harmless from all claims, damages, and expenses, including attorney's fees and costs, arising from your use of the premises, whether or not such claims, damages, and expenses are caused in whole or in part by the negligence of the landlord. You agree to provide the landlord with a copy of this Rental Agreement to all persons who have access to the premises, including family members, friends, and business associates.

View Rental Agreement

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Rental Agreement

21. **GENERAL TERMS** Any provision, clause, paragraph, or term of this Rental Agreement that is held to be unenforceable or unenforceable for any reason shall nevertheless remain in force and effect. The Agreement shall be binding on the parties and their heirs, assigns, and successors. This Agreement shall be deemed to have been accepted by you when you signed it. You agree to hold the landlord harmless from all claims, damages, and expenses, including attorney's fees and costs, arising from your use of the premises, whether or not such claims, damages, and expenses are caused in whole or in part by the negligence of the landlord. You agree to provide the landlord with a copy of this Rental Agreement to all persons who have access to the premises, including family members, friends, and business associates.

### EXHIBIT A - ADDITIONAL HOUSE RULES

View Rental Agreement

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Policy: 23-4580182925-S-00  
Effective Date: 09/12/2023 To: 09/12/2024  
Expiration Date: 09/12/2024

### Homeowner Policy

Name of Insured	Producer
Garland Watts	Mattina Insurance Agency, Inc.
1424 Norwood Ave	1829 Pass Rd.
El Dorado, KS 67042	Boxi, MS 39531
(316) 377-0681	(228) 632-1100
coastalbreeze96@gmail.com	
Policy Effective Date	Policy Expiration Date
09/12/2023 at 12:01 AM local time*	09/12/2024 at 12:01 AM local time*
Sergiusz Brzeczka	Carrier
International Catastrophe Insurance	Victor Insurance Exchange
Managers, LLC (ICAT)	
Inspection Contact Name	Inspection Contact Phone Number
Wayne Watts	(316) 377-0681

\*At the time of this policy, the carrier was not licensed in the state of Kansas.

# MINUTES OF SEPTEMBER 28, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

**igat** Policy: 23-4580182925-S-00  
Effective Term: 09/12/2023 To: 09/12/2024  
Cancellation Effective: 30/12/2023

### Coverages and Premium

2000 Pellulis Ln, Long Beach, MS, 39550

Annual Premium	Insurer Policy Fee	Insurer Inspection Fee	Initial Underwriting Fee
\$1,728.00	\$500.00	\$125.00	\$0.00

Surplus Line Fees	Stamping Fee	Margin	Surplus Contribution
\$101.03	\$6.31	5/5	\$1,124.01

Minimum Earned Premium	Policy Rate
25%	HO-3

Coverage A Dwelling	Coverage E Other Structures	Coverage C Personal Property	Coverage D Loss of Use	Coverage F Liability	Coverage G Medical Payments
\$325,000	\$0	\$40,000	\$65,000	\$300,000	\$5,000

\*The Surplus Contribution paid at the policyholder's expense of their insurance coverage. It is only in non-catastrophic cases for which it may be waived. For more information, please contact your insurance agent.

### Deductibles

Named Storm	Job (05/15)	All Other Perils	\$3,000
Wind Line Item	\$5,000		

### Discounts

Central Station Burglar Alarm	<input checked="" type="checkbox"/> Included	New Purchase	<input checked="" type="checkbox"/> Not Included
Central Station Fire Alarm	<input checked="" type="checkbox"/> Included	Renovated Home	<input checked="" type="checkbox"/> Not Included
Early System of Home	<input checked="" type="checkbox"/> Not Included	Wife Mortgage	<input checked="" type="checkbox"/> Not Included
Guarded Community	<input checked="" type="checkbox"/> Not Included	Wife Mortgage	<input checked="" type="checkbox"/> Not Included
Hardened Roofing	<input checked="" type="checkbox"/> Not Included		

### Endorsements

Additional Amount of Insurance for Dwelling	Not Included	Increase Limits on Business Personal Property	\$2,000
Increased Deductible on Loss	Not Included	Loss Reimbursement	\$1,000
Per-Term Rental	Included	Mold Property Liability	\$5,000 / \$5,000
Special Personal Property	Not Included	Personal Injury	Not Included
Storage, Contents of Special Items	Not Included	Pool and Patio Enclosures	\$5,000
Equipment Breakdown	Not Included	Septic Tank Replacement	Not Included
Identity Fraud Expense	Not Included	Water Risk Lp	\$5,000

**igat** Policy: 23-4580182925-S-00  
Effective Term: 09/12/2023 To: 09/12/2024  
Cancellation Effective: 30/12/2023

### Mortgages and Additional Interests

Name	Type	Address	Rate	Loan Balance
Principals Mortgage Crestal Home LLC	Adjustable Interest	2000 Pellulis Ln, Long Beach, MS 39550		

**igat** Policy: 23-4580182925-S-00  
Effective Term: 09/12/2023 To: 09/12/2024  
Cancellation Effective: 30/12/2023

### POLICY FORMS

This policy is composed of the following forms:

IGAT 260CH (01-23)	Insurance Policy Schedule	IGAT PDAS (04-16)	First Party of Insured's Rights
VE SOS (04-23)	Contractor's Package Endorsement	IGAT PE AS (10-16)	Contractor's Package Endorsement
MF PRV 04-23	Mortgagee's Package Endorsement	IL PD 01 (01-04)	First Party of Insured's Rights
FD 0003 (05-13)	Homeowner's Package Endorsement	IL PD 02 (01-07)	First Party of Insured's Rights
FD 04 28 (05-11)	Family Mailbox Endorsement	NAHO 02 (10-24)	Non-Owned Automobiles
FD 04 06 (05-11)	Family Mailbox Endorsement (FE)	NAHO 03 (01-23)	Non-Owned Automobiles
FD 04 06 (05-11)	Family Mailbox Endorsement (FE)	NAHO 02 (01-23)	Non-Owned Automobiles
FD 05 09 (05-11)	Family Mailbox Endorsement (FE)	IL PD 04 (09-06)	First Party of Insured's Rights
IGAT 01 01 (04-15)	Transportation Endorsement	IL PD 05 (09-06)	First Party of Insured's Rights
IGAT 01 01 (04-15)	Transportation Endorsement	IL PD 06 (09-06)	First Party of Insured's Rights
IGAT 01 01 (04-15)	Transportation Endorsement	IL PD 07 (09-06)	First Party of Insured's Rights
IGAT 01 01 (04-15)	Transportation Endorsement	IL PD 08 (09-06)	First Party of Insured's Rights
IGAT 01 01 (04-15)	Transportation Endorsement	IL PD 09 (09-06)	First Party of Insured's Rights
IGAT 01 01 (04-15)	Transportation Endorsement	IL PD 10 (09-06)	First Party of Insured's Rights
IGAT 01 01 (04-15)	Transportation Endorsement	IL PD 11 (09-06)	First Party of Insured's Rights
IGAT 01 01 (04-15)	Transportation Endorsement	IL PD 12 (09-06)	First Party of Insured's Rights
IGAT 01 01 (04-15)	Transportation Endorsement	IL PD 13 (09-06)	First Party of Insured's Rights
IGAT 01 01 (04-15)	Transportation Endorsement	IL PD 14 (09-06)	First Party of Insured's Rights
IGAT 01 01 (04-15)	Transportation Endorsement	IL PD 15 (09-06)	First Party of Insured's Rights
IGAT 01 01 (04-15)	Transportation Endorsement	IL PD 16 (09-06)	First Party of Insured's Rights
IGAT 01 01 (04-15)	Transportation Endorsement	IL PD 17 (09-06)	First Party of Insured's Rights
IGAT 01 01 (04-15)	Transportation Endorsement	IL PD 18 (09-06)	First Party of Insured's Rights
IGAT 01 01 (04-15)	Transportation Endorsement	IL PD 19 (09-06)	First Party of Insured's Rights
IGAT 01 01 (04-15)	Transportation Endorsement	IL PD 20 (09-06)	First Party of Insured's Rights



# MINUTES OF SEPTEMBER 28, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION



Policy:23-4580182925-S-00

Effective From: 09/13/2023 To: 09/29/2024  
Reinsurance Office: 903-627-2023

This insurance policy is issued by International Catastrophe Insurance Managers, LLC ("ICAT"), on behalf of the Insurers identified within the policy and in accordance with the limited authorization granted to ICAT as Catastrophe Program Administrator for such Insurers. The identified Insurers limit themselves severally and not jointly, each for its own part and not with or for another, their Executives and Administrators. ICAT is not an insurer under this policy and is not liable for, or bound by, the insured under the terms of this policy.

Any inquiries regarding this policy should be addressed to ICAT at the following address:

International Catastrophe Insurance Managers, LLC  
385 Interlocken Crockett, Suite 110C  
Broomfield, CO 80021

**CONSENT POLICY CONDITIONS**  
By accepting the terms of the premium schedule, and subject to all the terms of this Policy, we agree with you to provide the insurance as stated in this Policy.

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

Surplus Lines Insurance Producer: Kristen Day

This policy contains a home occupation. Food coverage may be purchased separately from the National Fire Insurance Program, if available in your area.

This policy contains an earthquake exclusion. Contact your agent for information concerning the availability of earthquake coverage.

Equally submit a claim 24 hours a day, 7 days a week for policy number 23-4580182925-S-00 using the information below:

Online: [www.igat.com/claims/report-a-claim](http://www.igat.com/claims/report-a-claim)  
Phone: 866-789-4228  
Email: [newclaims@icat.com](mailto:newclaims@icat.com)  
Fax: 866-325-2342

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Policy:23-4580182925-S-00

Effective From: 09/13/2023 To: 09/29/2024  
Reinsurance Office: 903-627-2023

## MISSISSIPPI DEPARTMENT OF INSURANCE INFORMATIONAL NOTICE FORM SURPLUS LINES PERSONAL LINES PLACEMENTS

For all personal lines placements in the surplus lines market, Miss. Code Ann. § 83-21-23 (1) requires that a surplus lines insurance producer shall furnish to an insured at the time of policy delivery an informational notice. Accordingly, any insured purchasing a surplus lines policy covering Mississippi risks should be aware of the following:

- 1) The insurance procured under this surplus lines policy may or may not be available from a licensed company that may provide greater protection with more regulatory oversight.
- 2) In the event of an insolvency of the surplus lines insurer writing this policy, the losses shall not be paid by the Mississippi Insurance Guaranty Association.
- 3) This coverage has been procured through a duly licensed surplus lines insurance producer.

Name of Surplus Lines Insurance Producer: Kristen Day  
385 Interlocken Crockett Suite 110C  
Broomfield, CO 80021

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After discussion, Commissioner Suthoff made motion, seconded by Commissioner DiLorenzo and unanimously carried to table the application due to the applicant being absent.

\*\*\*\*\*

It came for discussion under New Business a Short-Term Rental for property located at 205 South Cleveland Avenue, Tax Parcel 0612B-02-024.000, submitted by Tamara Stoffell (owner) and Tania Hester (property manager), as follows:

MINUTES OF SEPTEMBER 28, 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
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**PROPERTY INFORMATION:**  
ADDRESS: 205 S. Cleveland Ave Long Beach, MS Tax Parcel #: 0612B-02-024.000  
(Location of Short-Term Rental)

**OWNER'S INFORMATION:**  
Property Owner's Name: Tamara Stoffel  
Property Owner's Address: 20620 Old Highway 166 Mankato, MN 56001  
Property Owner's Mailing Address, if different from above:

---

Property Owner's Phone No. 303-961-8576 Email Address: stoffelfamilymail@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: Tania Hester  
Property Manager's Address: (Must be a local contact)  
975 Carnes Road Wiggins, MS 39577  
Property Manager's Phone No. 601-723-0378 Email Address: tania.dupuis.td@gmail.com

**PLEASE PROVIDE THE FOLLOWING:**

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

**ADDITIONAL INFORMATION:**

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

**AFFIDAVIT**

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

Tamara Stoffel [Signature] 8/7/23  
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>6</u>	<u>2</u>	<u>2</u>	<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: 9/14/23  
Fire Inspector Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Date Received: <u>9-13-23</u>
Agenda Date: <u>9-28-23</u>
Amount Due/Paid: <u>250.00</u>
Payment Method: <u>3456</u>

MINUTES OF SEPTEMBER 28, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



Tamara Stoffel, owner of the property located at 205 S. Cleveland Ave, Tax Parcel \_\_\_\_\_  
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

8/7/23

REVIEWED SCANNED

1st JUDICIAL DISTRICT  
Instrument 2023-0015664-D-13  
Filed/Recorded 08/09/2023 11:28:01 AM  
Total Fees 26.00  
3 Pages Recorded

Prepared by: David B. Pilger Attorney at Law 1408 Bienville Blvd., Suite 101 Ocean Springs, MS 39564 (228) 215-0011	Grantors: Dean Necalise Brenda Necalise 19087 Commission Road Long Beach, MS 39560 (228) 217-5207
Return To: David B. Pilger Attorney at Law 1408 Bienville Blvd., Suite 101 Ocean Springs, MS 39564 (228) 215-0011	Grantee: Tamara Stoffel 20520 Old Hwy 86 Mankato, MN 56001 (303) 961-6576

File No. F230893N

INDEXING INSTRUCTIONS: N 1/2 of Lot 19, Blk 6, Original Long Beach, 1st JD, Harrison County, MS

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT

**WARRANTY DEED**

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, we, Dean Necalise and Brenda Necalise, do hereby sell, convey and warrant unto Tamara Stoffel, 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:

**LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"**

This being the same property as that conveyed to Dean Necalise and Brenda Necalise, by instrument recorded in Instrument No. 2023-3544-D-J1, Land Deed Records in the First Judicial District of Harrison County, Mississippi.

**Exhibit "A"**  
**Legal Description**

A parcel of land being the North 1/2 of Lot 19, Block 6, Original Town of Long Beach, Mississippi, 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 6 (Copy Book 4A at Page 365) thereof, reference to which is hereby made in aid of and as a part of this description, said lot having a frontage of 50 feet, a depth of 124 feet between parallel lines.



T Stoffel <stoffelfamilymail@gmail.com>

Requested Info

~~WWW~~  
T Stoffel <stoffelfamilymail@gmail.com>

Tue, Aug 8 at 5:54 PM

- Parking Rules: 3 cars allowed. 1 in garage and 2 in driveway.
- Trash Management: The cleaner will take the trash can out and will bring it back in.
- Rental Agreement: See attached
- [Quoted text hidden]
- STR Rental Agreement.docx

**MINUTES OF SEPTEMBER 28, 2023**  
**REGULAR MEETING**  
**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**  
**Rental Agreement**

205 S Cleveland Ave, Long Beach, MS, 39560

Hi [Guest Name],

Thank you for choosing our house in Long Beach as your vacation home. We ask that you sign this rental agreement, then return to us as soon as possible. The signature must match the first and last name on the reservation and the name on the credit card you have on file. Your signature confirms that you have read, understand, and agree to the terms of this rental agreement.

Your reservation is not confirmed until we receive your signed rental agreement. Failure to comply with the terms of this agreement could result in your removal and/or loss of any payments you have already made. If you have any questions about this agreement, please email us at [willbrowning91@gmail.com](mailto:willbrowning91@gmail.com). We look forward to your upcoming stay!

<u>ARRIVAL DATE</u>	<u>DEPARTURE DATE</u>	<u>DATE BOOKED</u>
XX/XX/XXXX XX	XX/XX/XXXX	XX/XX/XX

Check-In time is after 4:00pm Central

Check-Out time is no later than 10:00am Central

Number of Guests: \_\_\_\_\_ (Please enter the number of guests that will be staying. Maximum occupancy is 6 guests.)

#### 1. RENTAL AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO BETWEEN THE UNDERSIGNED GUEST (HEREINAFTER REFERRED TO AS GUEST) AND BROWNING RENTALS, (HEREINAFTER REFERRED TO AS AGENT) FOR THE RENTAL OF THE PROPERTY AT 205 S CLEVELAND AVE, LONG BEACH, MS, 39560 (HEREINAFTER REFERRED TO AS THE PROPERTY), NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH BELOW AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE ACKNOWLEDGED, THE PARTIES COVENANT AND AGREE AS FOLLOWS:

**RESERVATION POLICIES:** Payment in full (Total Payment) is required at the time of booking to reserve the Property. The reservation name, the credit card name, and the rental agreement signature must all match. All payments must come from the person on the reservation. We will return any payments (minus the bank fees) received from an account that does not match the reservation name. Bank fees are 3% when our bank takes the unacceptable payment, plus another 3% to return the unacceptable payment.

Total payment includes the rent amount, fees, and taxes.

To protect your vacation investment, we strongly recommend you purchase travel insurance. You acknowledge that changes or cancellations may result in loss of up to the total paid to date.

**CANCELLATION POLICIES & FEES:** Written (email) notice is required if you need to cancel your reservation with more than the required advance notice, which is 60 days prior to the check in date for daily/weekly rentals and 120 days advance notice prior to the check in date for multi-week rentals. If you need to cancel your reservation with more than the required advance notice, we will refund the initial payment minus a \$350 cancellation fee. The Agent cannot accept cancellation requests with less than the required advance notice. The Agent reserves the right to rent the unit to a different group if the reservation is not paid in full by the payment due date. Cancellations occurring due to lack of total payment will result in forfeiture of the initial payment plus any rent, taxes, and fees paid. In no event shall a Guest assign or sublet the Rental Property in whole, or in part.

#### DAMAGES AND MISSING ITEMS

Guest will be financially responsible for damage to the Property. Guest authorizes The Agent to charge Guest's credit card in the event of the following: damage or theft; flea infestation caused by a pet; unauthorized pets; extensive cleaning required at check-out; evidence of smoking (all properties are non-smoking); exceeding occupancy or parking limits, and any other mentioned charges/policies in this Rental Agreement.

Guest will be notified of any damage/costs in writing. Excessive damage may result in Guest being charged for the relocation or compensation to the incoming guest if check-in is delayed as a result of said damage. Any material damage to the Rental Property will be charged immediately to the Guest's credit card. Guest, in signing below, assumes full responsibility for any items damaged due to misuse or negligence and for any items found to be missing. Guests are responsible for notifying The Agent immediately upon check-in if the Rental Property is found in less than good condition or any damage (other than normal wear and tear) is noted. If damages occur during your stay, please notify us immediately.

#### REFUNDS

The Rental Agreement is a legally binding agreement between Guest and The Agent. Your reservation and signed Rental Agreement bind you to a specific Property (205 S Cleveland Ave, Long Beach, MS 39560) for a specific period of time XX/XX/XXXX through XX/XX/XXXX. There should be no expectation of refunds or relocation because you are disappointed with the Property you have rented or in the event that something associated with the Property is not working to your satisfaction. All properties are privately owned and furnished per the owner's (hereinafter Owner) requirements, so unlike a hotel, we cannot relocate you without specific authorization from the Property Owner. In the event that a problem arises during your stay, we will make every attempt to solve it in a timely manner. There will be no refunds for mechanical failure of appliances, a/c units, etc.

#### HURRICANE/WEATHER EVACUATION

In the event of an ordered evacuation due to hurricanes or other storms, you are required by state law to vacate Property. The Agent will not issue refunds in part or in full for inclement weather. Our recommendation for travels during hurricane season is for you to research and purchase trip cancellation insurance.

#### INDEMNIFICATION

The Guest agrees to indemnify and hold harmless Agent and Owner for any damages to or loss from the rental house, grounds, furnishings, appliances, household items and any other of the Owner's Property resulting during the Guest's rental term, normal wear and tear excluded.

**MINUTES OF SEPTEMBER 28, 2023**  
**REGULAR MEETING**  
**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

The Guest further agrees to indemnify and hold the Owner and the rental Agent (Will Browning) harmless from any claim or liability for any loss or damage whatsoever arising from, related to or in connection with the rental of this rental Property, including but not limited to any claim for personal injury or damage or loss of Property which is made, incurred or sustained by the Guest or other occupants or invitees of Guest. Neither the Owner nor the Agent is responsible for any of the Guest's or other occupant(s) valuables, cash or other Property during the rental term or thereafter left at the rental house.

**IMPORTANT**

Rental Properties are for family vacations only. The Agent gladly rents to families or responsible adults over the age of 25. The Agent has a No-Group Policy, which includes but is not limited to the following: school, spring break, prom, graduation, etc. The Agent MAY approve at the time of reservation and at our discretion with a significant additional damage deposit, rental to groups, but you must disclose at the time of reservation that you are a non-family group. Absolutely no house parties, overcrowding events, or kegs! Properties are stocked according to their maximum occupancy. Guests shall respect and not interfere with the rights, comfort or convenience of adjacent homeowners or occupants. If Guests violate any of the terms of this agreement, an Agent representing The Agent may, at his or her sole discretion, evict Guests and occupants of the Property with no refund, which will also include, if applicable, Guest's security deposit. Additionally, if evicted, Guest's credit card will be charged a \$500 eviction fee. The Agent reserves the right to refuse service to anyone. All rental properties are leased without regard to race, color, religion, sex, national origin, handicap or sexual orientation.

**ITEMS LEFT BEHIND**

Should you leave anything behind, we will be happy to mail it to you at your expense with a service charge of \$45 per hour for the time to set up the delivery, which will be charged to your credit card on file. In addition, you will need to supply your shipping address and credit card information to UPS or equivalent to pay for shipping charges.

**IMPORTANT TO NOTE**

No illegal substances are permitted on the Property at any time. Underage drinking is strictly prohibited and may result in eviction without refund. Quiet time: The noise curfew is 10PM in all residential areas and all guests are expected to comply.

**NON-SMOKING POLICY**

This Property is strictly non-smoking. Smoking of any kind inside the house is strictly prohibited. This includes, but is not limited to cigarettes, cigars, pipes, vaping devices, e-cigarettes and drugs. Smoking inside any Property is a serious breach of contract and will result in additional charges and possible eviction. There will be a minimum \$500 charge per occurrence to Guest if evidence of smoking inside is discovered. The process of eliminating smoke odor (ozonation, cleaning of furniture, drapes, bedding etc..) can become very costly. If you smoke inside, you will be charged.

**CHECK-IN**

Check-in time begins at 4:00 PM Central. The Agent will make every attempt to have your Property ready for check in at 4:00 PM Central. We can't guarantee this time, however, as there are situations which occur beyond our control.

**CHECK-OUT**

Check-out by 10:00 AM Central. To avoid additional charges, please abide by our check out time

and procedures! Cleaners have limited time to prepare the Property for the next guests. If Guest stays past the check-out time and interferes with cleaners coming to prepare for the next guests, Guest will be billed for an additional day. Check-out instructions and details will be sent to the Guest 2 days before check-out.

Note: Door Code will expire automatically at 10:00am Central on your Check-Out day.

**INABILITY TO DELIVER PROPERTY**

In the event that the Owner of the Property is unable to deliver the Property to Guest because of fire, eminent domain, act of nature, or delay in construction, Guest hereby agrees that Agent's and Owner's sole liability as a result of these conditions is a full refund of all consideration previously tendered by Guest. If at the time Guest is to begin occupancy of the Property, Agent cannot provide the Property in a fit and habitable condition or substitute a reasonable comparable Property in such condition, Agent shall refund to Guest all payments made by Guest.

Agent reserves the right to substitute comparable accommodations if circumstances require. Pursuant to the terms of this Agreement, Guest expressly acknowledges that in no event shall Agent or Owner be held liable for any consequential or secondary damages, including but not limited to, any expenses incurred as a result of moving for any damage, destruction or loss.

**PARKING**

Guests are limited to a maximum of three (3) vehicles parked at the Property at any one time. One (1) vehicle is allowed in the garage of the Property and two (2) vehicles are allowed in the driveway of the Property. Guests are not allowed to park in the grass or the street.

**USE OF PROPERTY**

Guest shall keep the Property as clean and as safe as the conditions of the Property permit, causing no unsafe or unsanitary conditions in the common areas or remainder of the Property that Guest or its invitees uses. Guest agrees not to use the Property or permit the Property to be used for any illegal or unlawful activity or purpose. Guest shall not assign this Agreement or sublet the Property in whole or part.

**FURNISHINGS**

Transfer of furnishings of any kind from one Property to another or the rearranging of furniture in or on the Property is strictly prohibited and will result in additional charges. Loss to these items, as well as damage to the Property or its furnishings in excess of normal wear and tear will be charged to the Guest. Guests are expected to leave Property and contents in their original conditions and positions upon departure.

**APPLIANCES/EQUIPMENT**

The Agent makes every effort to ensure all appliances and equipment are in working order. If you experience a problem during business hours, please message the Agent, and if there is not a timely response, call (205) 603-5925 and we will make every effort to resolve the issue in a timely manner. If you experience a non-emergency problem after hours, please message/call the following morning. In the case of an emergency (loss of heat or air, fire or flooding) please contact us immediately at (205) 603-5925. There are no rebates or refunds issued to guests for any reason as every good faith effort is made to ensure the Property is maintained to highest standards. Refer to Property listing for information on items included with the Property.

**TV, CABLE, OR INTERNET**

Please be aware internet is provided by third party providers contracted through the Owner. The

**MINUTES OF SEPTEMBER 28, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Agent is not responsible for any internet or cable outages.

**LINENS/TOWELS**

Blankets and pillows vary by Property as each Property is individually owned and furnished at the Owner's discretion. Damaged or missing items will be charged to the guest. No contents of the Property, including linens, blankets, or towels, shall be taken off the Property. The Agent stocks and inventories all linens prior to guest arrival and upon departure. Should linen be missing or damaged, Guest's credit card will be billed a minimum of \$15 per missing piece.

**LOCKED AREAS**

Areas for which Guest is not provided a key, such as Owner's personal storage areas, are exempt from this Agreement and are off limits to Guest. Forced entry into these locked areas is cause for immediate eviction and Guest will be charged for damage and/or missing items as well as a \$500 eviction fee.

**OUTDOOR COOKING**

In some properties, a propane grill is supplied by the Agent and should only be used in the location it is located upon arrival to the Property. The use of outdoor fish deep fryers is prohibited at all properties. Guests will be held responsible for any damage caused by a fish fryer.

**GARBAGE REMOVAL**

It is the Guest's responsibility to take the garbage out on designated days. Garbage is picked up once a week (Mondays at 7:30am). Please place all garbage in outside collection bins upon departure.

**ENTRY TO PROPERTY**

Guest agrees that Agent, Owner, or their respective representatives may enter the Property during reasonable hours to inspect the Property, and to make such repairs, alterations, or improvements thereto, as Agent or Owner may deem appropriate, or to show the Property to prospective purchasers or guests.

**SURRENDER OF PROPERTY**

Prior to vacating the Property, Guests shall perform the following: All used beds stripped of sheets and placed on the floor next to each bed. Start the dishwasher for all dirty dishes. All trash removed from the Property and placed in outside receptacles. All doors and windows closed and locked. Set the thermostat to 74 degrees in the summer and 66 in the winter. Any damage should be reported to willbrowning91@gmail.com. If Property is not left in good condition, excessive cleaning charges will apply, and Guest's credit card will be charged.

**RULES AND REGULATIONS**

Guests shall abide by all rules, restrictions and regulations that may now, or hereafter, apply, including, but not limited to the provisions of any condominium or homeowners declaration, bylaws, and/or rules and regulations, if applicable.

**PET POLICY**

No pets are allowed to stay at the Property. Unapproved pets will incur a fee of \$200 per night.

**RELEASE OF LIABILITY**

Neither Agent nor Owner will be responsible for accidents or injury to Guest, any members of its party or any invitees to the Property or for the loss of money or valuables. Guest is expressly responsible for the safety of itself and any members of its party and any invitees to the Property and during use of any and all items supplied to the guest by the Agent or Owner including golf cart, paddle boards, skim boards, hoagies boards, etc, and in so using or permitting to be used the recreational or other facilities associated with or a part of the Property, specifically waive any and all liability claim, expressed or implied, against Agent, Owner, and any condominium or homeowners association, if applicable.

WAIVER OF JURY TRIAL GUEST HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT GUEST MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT. GUEST ACKNOWLEDGES THAT AGENT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY THE PROVISIONS OF THIS PARAGRAPH.

In the event of breach of this Agreement by Guest, he or she will be liable for all damages occasioned by said breach PLUS reasonable attorney's fees and costs of court.

Full Name: Renter Name  
Address: Renter Address  
Phone: Renter Phone Number

Signature \_\_\_\_\_ Print Name \_\_\_\_\_  
Date \_\_\_\_\_ # of Guests \_\_\_\_\_

Check-In Date: XX/XX/XXXX Check-Out Date: XX/XX/XXXX  
Check-In Time: 4:00pm Central Check-Out Time: 10:00am Central

**Total Charges: \$X,XXX.XX** (3% processing fee added if paying by credit card)  
*\*Total charges include one (1) cleaning on the day of departure and does not include pet fees or payment processing fees of 3% if paying by credit card. If you would like an additional cleaning, please contact us with a reasonable lead time and we will do our best to accommodate. Cleaning cost is \$100.00.*

# MINUTES OF SEPTEMBER 28, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION Credit Card Authorization

Company Name: \_\_\_\_\_

Name (same as on credit card): \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

### Credit Card Information

Card Type:       Visa       MasterCard       Amex

Card Number: \_\_\_\_\_

Exp Date: \_\_\_\_\_ Security Code: \_\_\_\_\_

I, the undersigned, authorize the Agent to charge the above referenced credit card for \$X,XXX.XX to rent [house name] (rental dates) to be rendered by the Agent or their affiliates. In accordance with the terms and conditions set forth in the executed service agreement between the Agent, Owner, and [renter name].

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Full name (print): \_\_\_\_\_

ACORD		EVIDENCE OF PROPERTY INSURANCE		DATE (MMDDYYYY) 08/24/2023																																													
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.																																																	
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<b>PROPERTY INFORMATION</b>																																																	
LOCATION AND DESCRIPTION Dwelling located at 205 S Cleveland Ave Long Beach, MS 39560																																																	
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.																																																	
<b>COVERAGE INFORMATION</b>																																																	
PERILS INSURED	BASIS	RHO/DND	SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE																																												
Dwelling				270,000	1,000																																												
Other Structures				5,000	Wind - 3%																																												
Personal Property				54,000																																													
Loss of Use				27,000																																													
Liability				300,000																																													
Medical				1,000																																													
<b>REMARKS (Including Special Conditions)</b>																																																	
TOTAL PREMIUM - \$4,558.13																																																	
<b>CANCELLATION</b>																																																	
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.																																																	
<b>ADDITIONAL INTEREST</b>																																																	
NAME AND ADDRESS	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE																																														
CMG Mortgage, Inc ISAOA ATIMA c/o Central Loan Administration & Reporting PO Box 202028 Florence, SC 29502-2028	<input checked="" type="checkbox"/> MORTGAGE LOAN # 0188503304																																																
	AUTHORIZED REPRESENTATIVE																																																
	Angela Luke																																																

ACORD 27 (2016/03)

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# MINUTES OF SEPTEMBER 28, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

NEW BUSINESS INSURANCE BINDER



**Johnson & Johnson**  
The Difference is the Power of Two

<b>NAMED INSURED &amp; MAILING ADDRESS</b> TAMARA STOFFEL 205 S CLEVELAND AVE LONG BEACH, MS 39560	<b>AGENCY NAME &amp; ADDRESS</b> B03736 - BISHOP INSURANCE AGENCY LLC 14507 LEMOYNE BLVD BILOXI, MS 39532  PHONE: (228) 354-0877	<b>BINDER #: 3058055 VERSION #: 1</b> FILE #: 2696466 DATE BOUND: 09/12/2023 HOMEOWNERS MINIMUM EARNED PREMIUM: 25% POLICY TERM: 12 MONTHS
<b>AGENT: ANGELA LUKE</b> angela@bishopin.com		NO FLAT CANCELLATIONS
REQUESTED POLICY PERIOD: 09/05/2023 to 09/05/2024 12:01 a.m. Standard Time at the Described Location(s)		

<b>GREAT LAKES INSURANCE SE CO #: 740</b>	
<b>LINE OF BUSINESS</b>	<b>PREMIUM</b>
DWELLING FIRE	\$4,100.00
POLICY FEE	\$150.00
MIWUA FEE	\$127.50
STAMPING FEE	\$10.63
STATE TAX	\$170.00
<b>TOTAL PREMIUM</b>	<b>\$4,558.13</b>

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.

THE TERMS AND CONDITIONS OF THIS BINDER MAY NOT COMPLY WITH THE SPECIFICATIONS SUBMITTED FOR CONSIDERATION. PLEASE READ THIS BINDER CAREFULLY AND COMPARE IT AGAINST YOUR QUOTE AND SUBMISSION DOCUMENTS.

POLICY ISSUANCE INSTRUCTIONS	UNDERWRITER NOTES
Coverage is bound and subject to no flat cancellations. A complete policy will be issued once all required information is received. The following items are due on 09/25/2023. The requested effective date may be changed if this information is not received by the date: <ul style="list-style-type: none"> <li>• Full Payment is due within 10 business days of the requested effective date.</li> <li>• Please note an inspection will be performed after issuance and must be satisfactory to maintain coverage</li> <li>• Dwelling values are estimates only. Agents are responsible for verifying replacement cost values</li> </ul>	This Binder has been issued subject to the following items. Any changes in these items may change the terms and conditions of this binder. <ul style="list-style-type: none"> <li>• Risk subject to no tree limb overhang; trees and limbs must be trimmed away from home.</li> </ul> Thank you for your business! • Rates and eligibility for this program change daily. If this quote is edited, the new daily rates and terms will apply and cannot be reverted. Proceed with caution when editing this quote. Thank you for your business!

This binder may be cancelled by the company by notice to the insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the company is entitled to charge a premium for the binder according to the rules and rates in use by the company. The quoted premium is subject to verification and adjustment, when necessary, by the company. This company binds the kind(s) of insurance stipulated on this binder. This insurance is subject to the terms, conditions, and limitations of the policy(ies) in current use by the company.

**NEW BUSINESS INSURANCE BINDER**  
**APPLICANT: TAMARA STOFFEL**  
**BINDER # 3058055 VERSION # 1**  
**FILE #: 2696466**  
**DATE BOUND: 09/12/2023**



**Johnson & Johnson**  
The Difference is the Power of Two

<b>LOCATION #1 - 205 S CLEVELAND AVE LONG BEACH MS 39560 - HARRISON COUNTY</b>	
<b>COVERAGE</b>	<b>LIMIT    PREMIUM</b>
<b>DWELLING FIRE</b>	
COVERAGE A - DWELLING (RCV)	\$270,000    \$4,100.00
COVERAGE B - OTHER STRUCTURES	\$5,000    INCL
COVERAGE C - PERSONAL PROPERTY (ACV)	\$54,000    INCL
COVERAGE D - FAIR RENTAL VALUE	\$27,000    INCL
PREMISES LIABILITY	\$300,000    INCL
MEDICAL PAYMENTS TO OTHERS	\$1,000    INCL
ORDINANCE OR LAW - 10%	INCL
MOLD	\$5,000    INCL
WATER BACKUP	\$5,000    INCL
VANDALISM OR MALICIOUS MISCHIEF	\$356,000    INCL
<b>DEDUCTIBLES</b>	
AOP DEDUCTIBLE: \$1,000	
WIND/HAIL DEDUCTIBLE: \$8,100	
<b>TOTAL BASE PREMIUM: \$4,100.00</b>	
<b>RATING FACTORS &amp; UNDERWRITING INFORMATION:</b>	
POLICY FORM: DP3 ✓ OCCUPANCY: TENANT DISTANCE TO COAST: 1.0000 MILES TERRITORY: PROTECTION CLASS: 5 CONSTRUCTION TYPE: JOISTED MASONRY  YEAR OF CONSTRUCTION: 2001 YEAR OF WIRING UPDATES: 2001 YEAR OF PLUMBING UPDATES: 2001 YEAR OF HEATING UPDATES: 2018 YEAR OF ROOFING UPDATES: 2021 ROOF AGE: 2 YEARS  # OF NON-WIND LOSSES: NONE # OF WIND LOSSES: NONE	NUMBER OF STORIES: 1 SQUARE FOOTAGE: 1,292 FOR SALE: NO ON HISTORICAL REGISTRY: IN GATED COMMUNITY: NO RENTAL TERM: MONTHLY  ROOF CONSTRUCTION: SHINGLE RATED FOR 55 MPH WINDS ROOF GEOMETRY: HIP ROOF ROOF SHEATHING: OTHER/UNKNOWN ROOF ANCHOR: DOUBLE WRAPS OPENING PROTECTION: OTHER/UNKNOWN  PRIOR INSURANCE: PRIOR INSURANCE W/ NO LAPSE PRIMARY FLOOD EXISTS: UNKNOWN
<b>PROTECTIVE DEVICE(S): LOCAL BURGLAR ALARM, LOCAL FIRE ALARM, SMOKE DETECTORS</b>	

Commissioner Suthoff made motion, seconded by Commissioner Brown and unanimously carried to approve the application as submitted.


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**MINUTES OF SEPTEMBER 28, 2023  
REGULAR MEETING**

**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

It came for discussion under new business, a Short-Term Rental for property located at 120 West Third Street, Tax Parcel 0612B-03-077.000, submitted by Compass Investments, LLC (owner) and Beachy Bookings, LLC (property manager), as follows:

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									
<b>PROPERTY INFORMATION:</b>											
ADDRESS: <u>120 W 3rd St LB</u>		Tax Parcel # <u>0612B-03-077.000</u>									
<small>(Location of Short-Term Rental)</small>											
<b>OWNER'S INFORMATION:</b>											
Property Owner's Name: <u>Compass Investments LLC</u>											
Property Owner's Address: <u>PO Box 9163 LB MS 39560</u>											
Property Owner's Mailing Address, if different from above:											
<small>City State Zip</small>											
Property Owner's Phone No. <u>228 424 3800</u>	Email Address: <u>tr. ALH. tammy@gmail.com</u>										
Is there a homeowner's association for the neighborhood? <input type="checkbox"/> If so, please provide written statement of support of short term rental?											
<b>PROPERTY MANAGER INFORMATION:</b>											
Property Manager's Name: <u>Beachy Bookings LLC</u>											
Property Manager's Address: (Must be a local contact)											
<u>416 E Pass Rd Gulfport MS 39507</u>											
<small>City State Zip</small>											
Property Manager's Phone No. <u>228 222 2275</u>	Email Address: <u>beachybookingsllc@gmail.com</u>										
<b>PLEASE PROVIDE THE FOLLOWING:</b>											
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Mississippi Sales Tax ID # <u>V.R.150 ; Curbrms</u></li> <li><input checked="" type="checkbox"/> Recorded Warranty Deed</li> <li><input type="checkbox"/> Parking Rules &amp; Plan</li> <li><input type="checkbox"/> Trash Management Plan</li> <li><input checked="" type="checkbox"/> Copy of Proposed Rental Agreement</li> <li><input checked="" type="checkbox"/> Proof of Liability Insurance, which includes short term rental coverage</li> </ul>											
<b>ADDITIONAL INFORMATION:</b>											
<ul style="list-style-type: none"> <li>• Completed written statement of compliance.</li> <li>• FEES: \$250, nonrefundable application fee. \$500, yearly renewable fee. Checks should be made payable to the City of Long Beach.</li> <li>• LICENSE: A Privilege Tax License must be applied and paid for after approval.</li> <li>• INCOMPLETE APPLICATIONS will not be processed.</li> </ul>											
<b>AFFIDAVIT</b>											
I HEREBY CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT ALL INFORMATION CONTAINED HEREIN TRUE AND CORRECT; I ACKNOWLEDGE RECEIPT OF AND AGREE TO COMPLY WITH THE RULES & REGULATIONS OF SHORT-TERM RENTALS (Ordinance 660), ALL APPLICABLE CODES, ORDINANCES AND STATE LAWS. VIOLATION OF ANY CODES OR REGULATIONS SHALL RESULT IN THE SUSPENSION OR REVOCATION OF THE PERMIT.											
<u>X Tammy Triplett</u>			<u>9/20/23</u>								
<small>PRINT NAME</small>	<small>SIGNATURE</small>		<small>DATE</small>								
<b>BELOW IS FOR OFFICE USE ONLY</b>											
Maximum Occupancy: <u>10</u>	Maximum Vehicles allowed: <u>4</u>	Number of bedrooms: <u>4</u>	Number of people home can accommodate: <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: <u>Ryan Rosh</u>		Date: <u>9/28/23</u>									
Fire Inspector Signature: _____		Date: _____									
COMMENTS: _____											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Date Received: <u>9-20-23</u></td> <td>_____</td> </tr> <tr> <td>Agenda Date: <u>9-28-23</u></td> <td>_____</td> </tr> <tr> <td>Amount Due/Paid: <u>250.00</u></td> <td>_____</td> </tr> <tr> <td>Payment Method: <u>1396</u></td> <td>_____</td> </tr> </table>				Date Received: <u>9-20-23</u>	_____	Agenda Date: <u>9-28-23</u>	_____	Amount Due/Paid: <u>250.00</u>	_____	Payment Method: <u>1396</u>	_____
Date Received: <u>9-20-23</u>	_____										
Agenda Date: <u>9-28-23</u>	_____										
Amount Due/Paid: <u>250.00</u>	_____										
Payment Method: <u>1396</u>	_____										

MINUTES OF SEPTEMBER 28, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



Compass Investments, LLC, owner of the property located at 1306 West 7<sup>th</sup> St, Tax Parcel 0102B-03677-007  
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  
09/20/2023  
date

*3rd St*



SCANNED



1st JUDICIAL DISTRICT  
Instrument 2023-0021409-D-13  
Filed/Recorded 09/25/2023 10:59:01 AM  
Total Fees 26.00  
# Pages Recorded

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

Grantor:  
IRBY Home Buyers, LLC  
An Alabama Limited Liability Company  
1 St. Louis Street, Suite 3400  
Mobile, AL 36612  
(251) 202-2222

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

Grantee:  
Compass Investments, LLC  
P.O. Box 903  
Long Beach, MS 39560  
(228) 424-3860

File No. T220903A

INDEXING INSTRUCTIONS: A parcel of land situated in Sec 13, T8S, R12W, 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), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, IRBY Home Buyers, LLC, An Alabama Limited Liability Company, does hereby sell, convey and warrant unto Compass Investments, LLC, A Mississippi Limited Liability Company, all of that certain tract, piece or parcel of land situate in Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

Legal Description attached hereto as Exhibit "A"

This being the same property as that previously conveyed to George T. Brumbelow & Mary V. Brumbelow, by instrument recorded in Deed Book 1283, at Page 296, Land Deed Records of Harrison County, Mississippi

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

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

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

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

WITNESS MY SIGNATURE, on this the 14<sup>th</sup> day of August, 2022.

IRBY Home Buyers, LLC  
An Alabama Limited Liability Company  
*[Signature]*  
By: Brandi Day, Closing Coordinator

CORPORATE ACKNOWLEDGMENT

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 14<sup>th</sup> day of August, 2022, within my jurisdiction, the within named Brandi Day, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that she executed the same in her representative capacity, and that by her signature on the instrument, and as the act and deed of the person or entity upon behalf of which she acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 14<sup>th</sup> day of August, 2022.



*[Signature]*  
NOTARY PUBLIC

My commission expires November 5, 2025

**MINUTES OF SEPTEMBER 28, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**EXHIBIT "A"  
LEGAL DESCRIPTION**

That certain parcel of land situated in Section 13, Township 8 South, Range 12 West, First Judicial District of Harrison County, Mississippi, being more particularly described as follows:

That certain lot or parcel of land beginning at a stake in the North Edge of Third Street, said point being in the Southwest corner of a parcel of land sold by Mrs. J. V. McCaughan to Ben Simmons December 16<sup>th</sup>, 1922, deed recorded in Book 136 at Page 472 of the Records of Deeds; running thence North 28° West along and with the West line of said Simmons land a distance of 260 feet to a stake at the Northwest corner of the said Simmons land; running thence Westwardly parallel with the North line of Third Street a distance of 100 feet to a stake; running thence South 28° East 260 feet to a stake in the North edge of Third Street; running thence Eastwardly along the North edge or line of Third Street a distance of 100 feet to the point or place of beginning; said parcel of land being bounded on the South by said Third Street; on the East by the property now or formerly of Ben Simmons, on the North by the property now or formerly of McCaughan, and on the East by the land now or formerly of Bass. Together with all improvements located thereon and all appurtenances thereunto belonging.

**Beachy Bookings, LLC. Short Term Rental Agreement**

Address: \_\_\_\_\_

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 6 persons shall be permitted on the Property at any time during the Rental Term, all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement.

**CONDITION AND USE OF PROPERTY**

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

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

**DEFAULT**

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

**ASSIGNMENT OR SUBLEASE**

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

**RISK OF LOSS AND INDEMNIFICATION**

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

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

**RELEASE**

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

**ENTRY AND INSPECTION**

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

**UNAVAILABILITY OF PROPERTY**

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

**ADDITIONAL TERMS TO THE RENTAL AGREEMENT**

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

**GENERAL PROVISIONS**

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

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

There is no early check in or late check out.

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

**We do not allow pets.**

**OCCUPANCY: No persons other than those in the Guest party set forth below may stay overnight on the property. Maximum occupancy is 8 people including children. No more than 8 people can occupy the home over night. No guests allowed.**

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

**MINUTES OF SEPTEMBER 28, 2023  
REGULAR MEETING  
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 firearms or fireworks allowed. You will be asked to leave immediately without a refund if you violate this rule. Please do not play loud music or musical instruments. No abusive noise will be tolerated.

A reservation deposit of \$500.00 is required upon booking. The deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied toward rent; however, it is fully refundable within (14) days of departure, provided the following provisions are met

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

If damages exceed the damage deposit, then the amount of damages will be due in full immediately. Reservation Balance: 50% is due within five (10) days of booking. Remainder is due fourteen (14) days before your arrival date. (Unless other arrangements have been made)

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

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

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

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

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

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

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

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

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

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

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

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

Driver's License # \_\_\_\_\_ State: \_\_\_\_\_

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

Mailing address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Rental guest registration (Name of all persons staying):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Cars: Year, Make, Model, License Plate:  
\_\_\_\_\_  
\_\_\_\_\_

Trash: \_\_\_\_\_

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

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

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

Rental Agent:  
Beachy Bookings, LLC.  
PO Box 467  
Ocean Springs, MS 39566  
Cell phone – 228-229-2275  
beachybookingsllc@gmail.com

**MINUTES OF SEPTEMBER 28, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

*3rd St Wind*

	Property Insurance Company of America 301 East Second Street Suite 200 B Pass Christian, MS 39571		Wind Only Policy Declaration Endorsement Insured Copy
	Insured Bill	Customer Service: (833) 565-2786	DECLARATION EFFECTIVE: 05/15/2023
Policy Number 508563	From 05/15/2023	To 05/15/2024	Agent Code 5024
<b>NAMED INSURED AND ADDRESS:</b>		<b>AGENT:</b>	
TAMMY TRIPLETT 6 CHIMNEY CROSS LONG BEACH, MS 39560		Allen Insurance Agency 98-A Jeff Davis Ave Long Beach, MS 39560 Phone#: (228) 822-1234	

<b>INSURED LOCATION:</b> TAMMY TRIPLETT 120 W THIRD ST LONG BEACH, MS 39560	<b>PREMIUM SUMMARY</b>
BASIC COVERAGES PREMIUM	ATTACHED ENDORSEMENTS PREMIUM
\$2,834.00	\$0.00
	POLICY FEES / SURCHARGES
	\$300.00
	TOTAL POLICY PREMIUM
	\$3,134.00

PRODUCT	CONST TYPE	YEAR	OCC / USE	# FAMILY	TERRITORY
Wind Only	Frame	1940	Non-Owner Occupied	One	31

<b>Coverages - Section I</b>	<b>Limit/Pct</b>	<b>Premium</b>
Coverage A - Dwelling	\$400,000	\$2,834
Coverage B - Other Structures	\$0	\$0
Coverage C - Personal Property	\$40,000	\$0
Coverage D - Loss of Use	\$40,000	\$0

Basic Coverages Premium	\$2,834
Attached Endorsements Premium	\$0
Annual Policy Premium	\$2,834
Policy Fee	\$200
Inspection Fee	\$100
<b>Total Policy Premium</b>	<b>\$3,134</b>

Comments: Change to applicant and/or coapplicant information;  
 Net Premium Change: \$0.00  
 Net Fee Change: \$0.00

Wind/Hall Deductible \$15,000

PICA HO3 02 2021 Page 1 of 3 Insured Copy 5/23/2023

*3rd St Fire*

**DWELLING POLICY DECLARATIONS**

New Policy Name Insured and Mailing Address Compass Investments LLC 8 Chimney Cross LONG BEACH HARRISON MS 39560	Evenston Insurance Company General Agent: RT Specialty Insured's Producer: Allen Insurance Agency LLC 98-A Jeff Davis Avenue, Long Beach, MS, 39560 Phone#: (228) 822 1234 Fax#: (228) 822 1236 Agent Name: Gerald Allen	Policy No: MLD-0012363
---	---	------------------------

Policy Period: 12 Months From: 05-15-2023 To: 05-15-2024  
12:01 A.M. Standard Time at the Described Location

This insurance applies to the Described Location, Coverage for which a Limit of Liability or Premium is shown, and Perils Insured Against for which a premium is stated.

<b>The Described Location:</b>	<b>Limits of Liability</b>
<b>Property Coverages</b>	<b>\$400,000</b>
A - Dwelling - Fire, EC, V&MM	\$0
B - Other Structures	\$20,000
C - Personal Property	\$12,500
D - Loss of Use	
<b>Optional Coverages</b>	
Water Backup	\$5,000
Limited Mold Coverage	\$5,000
Vandalism and Malicious Mischief	Included
<b>Liability Coverages</b>	<b>Limits of Liability</b>
L - Personal Liability	\$300,000
M - Medical Payments to Others	\$1,000

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

**Deductibles**  
 Property Deductible(s) : \$2,000 Wind Coverage Excluded Other Deductible :  
 Form(s) and endorsement(s) made a part of this policy for this location(s) :  
 120 West 3rd Street, LONG BEACH, MS, 39560

SEE HD1004-070B - SCHEDULE OF FORMS AND ENDORSEMENTS

Mortgagee(s), Additional Insured(s) and Lienholder(s) made a part of this policy for this location(s) :

**Rating Information :**  
 Occupancy : Rental - Short Term/Seasonal Year of Construction : 1940 Territory : 1  
 Construction : Frame Number of Units : Single Family Fire District or Town : LONG BEACH  
 Protection Class : 5

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

Basic Premium ( Property+Liability ) :	\$1,061.00
Surplus Lines Tax :	\$75.64
Windstorm tax :	\$58.73
Stamp Fee :	\$4.73
Policy Fee :	\$150.00
Inspection Fee :	\$60.00
Filing Fee :	\$0.00
<b>Total Premium :</b>	<b>\$2,028.10</b>
Minimum Earned Premium :	25.0 %

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

Date : 05-22-2023 By : *Kieran Dempsey*  
 ( KIERAN DEMPSEY )  
 Correspondent

**MINUTES OF SEPTEMBER 28, 2023**  
**REGULAR MEETING**  
**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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

\*\*\*\*\*

It came for discussion under new business, a Short-Term Rental for the property located at 548 West Beach Blvd, Unit 144, Tax Parcel 0612E-03-037.044, submitted by Beau Clair 144, LLC (owner) and Beachy Bookings, LLC (property manager), as follows:

MINUTES OF SEPTEMBER 28, 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: 548 W Beach Blvd #144 (Location of Short-Term Rental) Tax Parcel # 0612E-03-037.044

**OWNER'S INFORMATION:**  
 Property Owner's Name: Beau Clair 144 LLC  
 Property Owner's Address: 24629 Oak Island Dr Pass Christian, MS 39571  
 Property Owner's Mailing Address, if different from above:  
 19148 Pineville Rd Long Beach MS 39571  
 City State Zip  
 Property Owner's Phone No: 228-669-6985 Email Address: sarah@somagnolia.com

Is there a homeowner's association for the neighborhood? Yes 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: 228-292-2275 Email Address: beachybookingsllc@gmail.com

- PLEASE PROVIDE THE FOLLOWING:**
- Mississippi Sales Tax ID # VR2B0 + A:rbn b
  - 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.

Sarah Renken DocuSigned by: Sarah Renken 9/6/2023  
 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>4</u>	<u>2</u>	<u>2</u>	<u>4</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: 9/28/23  
 Fire Inspector Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Date Received: <u>9-20-23</u>
Agenda Date: <u>9-28-23</u>
Amount Due/Paid: <u>250.00</u>
Payment Method: <u>1396</u>

MINUTES OF SEPTEMBER 28, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



I, Sarah Renken, owner of the property located at 548 W Beach Blvd #144, Tax Parcel 0612E-03-037.044

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.

Decalified by: Sarah Renken  
Signature

9/6/2023  
date

1st JUDICIAL DISTRICT  
Instrument 2023-0013549-T-11  
Filed/Recorded 07/12/2023 9:53:02 AM  
Total Fees \$4.00  
33 Pages Recorded

**DEED OF TRUST COVER SHEET**

**Prepared by:**  
First American Mortgage Solutions  
CAO Conventus, LLC  
1795 International Way  
Idaho Falls, ID 83402  
(208) 528-9895

**Grantor:**  
Beau Clair 144, LLC  
A Mississippi Limited Liability Company  
548 W Beach Boulevard #144  
Long Beach, MS 39560  
(205) 238-3914

**Return To:**  
David B. Pilger  
Attorney at Law  
1408 Blenville Blvd., Suite 101  
Ocean Springs, MS 39564  
(228) 215-0011

**Grantee:**  
Conventus, LLC  
A California Limited Liability Company  
111 Potrero Avenue  
San Francisco, CA 94103  
(415) 623-8089

**Trustee:**  
Pilger Title Company  
1408 Blenville Blvd., Suite 101  
Ocean Springs, MS 39564  
(228) 215-0011

**File Number: F230741N**

**INDEXING INSTRUCTIONS:** Unit 144 & undivided 1/49<sup>th</sup> Int. in common area, Beau Clair Condos, 1<sup>st</sup> JD, Harrison County, MS

**Prepared by:**  
David B. Pilger  
Attorney at Law  
1408 Blenville Blvd., Suite 101  
Ocean Springs, MS 39564  
(228) 215-0011

**Grantor:**  
Marla Esther Haen  
10698 W River Vue Drive  
Biloxi, MS 39532  
(228) 267-1611

**David B. Pilger**  
Attorney at Law  
1408 Blenville Blvd., Suite 101  
Ocean Springs, MS 39564  
(228) 215-0011

**Grantee:**  
Beau Clair 144, LLC  
a Mississippi Limited Liability Company  
548 W Beach Boulevard #144  
Long Beach, MS 39560  
(228) 669-9985

**File No. F230741N**

**INDEXING INSTRUCTIONS:** Unit 144 & undivided 1/49<sup>th</sup> Int. in common area, Beau Clair Condos.

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT

**WARRANTY DEED**

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, I, Marla Esther Haen, do hereby sell, convy and warrant unto Beau Clair 144, LLC, a Mississippi Limited Liability Company, together with all improvements, buildings, fixtures, and appurtenances therunto belonging, and being more particularly described as follows, to-wit:

**LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"**

This being the same property as that conveyed to Marla Esther Haen, by instrument recorded in Instrument No. 2019-3118-D-J1, Land Deed Records in the First Judicial District of Harrison County, Mississippi.



MINUTES OF SEPTEMBER 28, 2023  
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If this property is bounded by water, this conveyance includes any natural accretion, and is subject to any erosion due to the action of the elements. Such riparian and littoral rights as exist are conveyed herewith but without warranty as to their nature or extent. If any portion of the property is below the mean high tide watermark, or is coastal wetlands as defined in the Mississippi Coastal Wetlands Protection Act it is conveyed by quitclaim only.

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

This instrument is to be recorded in the office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi.

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

This conveyance is not part of the Grantors homestead.

WITNESS MY SIGNATURE AND SEAL OF OFFICE ON THIS 23rd day of June 2023.

*Maria Esther Haen*  
Maria Esther Haen

ACKNOWLEDGMENT

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Maria Esther Haen, who acknowledged before me that she signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 23rd day of June 2023.

(AFFIX SEAL)



My commission expires:

*Christopher B. [Signature]*

Exhibit "A"

Legal Description

Unit Number 144 in the plan of condominium subdivision known as Beau Clair Condominium as the same is recorded in Plat Book 34, at page 27, and as the same is otherwise created, established and defined in the original Declaration of Condominium, recorded in Plat Book 34, at page 27, and in record in Deed Book 884, at pages 263-278, in the land records of the Chancery Clerk of the First Judicial District of Harrison County, at Gulfport, Mississippi, together with an undivided 1/4th interest in and to the common area as Beau Clair Condominium appurtenant to the unit as such as deemed in the aforesaid Plan of Condominium and Declaration of Covenants, Conditions and Restrictions and Exhibits thereto.

Beachy Bookings, LLC. Short Term Rental Agreement

Address: \_\_\_\_\_

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 6 persons shall be permitted on the Property at any time during the Rental Term, all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement.

CONDITION AND USE OF PROPERTY

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

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

DEFAULT

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

ASSIGNMENT OR SUBLEASE

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

RISK OF LOSS AND INDEMNIFICATION

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

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

RELEASE

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

**MINUTES OF SEPTEMBER 28, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**ENTRY AND INSPECTION**

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

**UNAVAILABILITY OF PROPERTY**

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

**ADDITIONAL TERMS TO THE RENTAL AGREEMENT**

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

**GENERAL PROVISIONS**

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

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

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

**We do not allow pets.**

**OCCUPANCY: No persons other than those in the Guest party set forth below may stay overnight on the property. Maximum occupancy is 8 people including children. No more than 8 people can occupy the home overnight. No guests allowed.**

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



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

A reservation deposit of \$500.00 is required upon booking. The deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied toward rent; however, it is fully refundable within (14) days of departure, provided the following provisions are met.

- No damage is done to unit or its contents, beyond normal wear and tear.
- No charges are incurred due to contraband, collection of rents or services rendered during the stay.
- All debris, rubbish and discards are placed in provided garbage tote, and soiled dishes are cleaned.
- All used towels are placed in a bathtub.
- All keys are left on the kitchen table and unit is left unlocked.
- All charges accrued during the stay are paid prior to departure.
- No linens are lost or damaged.
- No early check-in or late checkout.
- No contamination of property with cigarette smoke or any other 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 (5) days of booking. Remainder is due fourteen (14) days before your arrival date. (Unless other arrangements have been made)

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

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

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

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

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

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

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

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

# MINUTES OF SEPTEMBER 28, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

Any requests for changes to this contract must be in writing by the guest and have a manager's signature of approval.  
By signing below, I agree to all terms and conditions of this agreement.

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

Driver's License # \_\_\_\_\_ State: \_\_\_\_\_

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

Mailing address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Rental guest registration (Name of all persons staying):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Cars: Year, Make, Model, License Plate:  
\_\_\_\_\_  
\_\_\_\_\_

 Trash: \_\_\_\_\_  
Rental Dates: \_\_\_\_\_

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

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

Rental Agent:  
Beachy Bookings, LLC.  
PO Box 487  
Ocean Springs, MS 39566  
Cell phone - 228-229-2275  
beachybookingsllc@gmail.com

This Declaration Page is attached to and forms part of Certificate provisions (Form SI C-3 USA NAA7666)

Previous No. \_\_\_\_\_ New \_\_\_\_\_ Authority Ref. No. B1776BH203250P Certificate No. VAV100182

Name and address of the Assured: Sarah Renken 19148 Pineville Road Long Beach, MS 39560	Agency Information CJB & Associates, Inc 116 W Scenic Dr Ste A Pass Christian, MS 39571 (228) 452-9605
--	--

548 West Beach Boulevard Unit 144 Long Beach, MS 39560 United States	Burns & Wilcox, Ltd. SC01-Myrtle Beach 10607 Highway 707, Suite 180 Myrtle Beach, SC 29588
--	---

Effective from 06/20/2023 to 06/20/2024  
both days at 12:01 a.m. standard time at the location of the residence premises

Insurance is effective with certain UNDERWRITERS AT LLOYD'S, LONDON.

POLICY FORM	HO6	CO-INSURANCE	90%	PREMIUM	\$2,111.00
				Policy Fee	\$200.00
<b>COVERAGE LIMITS</b>		<b>VALUATION</b>		Inspection Fee	\$63.00
Coverage A-Dwelling	\$75,000	Replacement Cost		Surplus Lines Tax	\$94.96
Coverage B-Other Structures	Excluded	Replacement Cost		Stamping Tax	\$5.94
Coverage C-Personal Property	\$7,500			MWUA Fee	\$71.22
Coverage D-Loss of Use	\$7,500			<b>TOTAL</b>	<b>\$2,546.12</b>
Coverage E-Premises Liability	\$300,000				
MINIMUM EARNED PREMIUM	25%				


**OTHER COVERAGES & ENDORSEMENTS: SEE VAVE 008 08 19 SCHEDULE OF FORMS AND ENDORSEMENT**

<b>DEDUCTIBLES</b>			
All Other Perils:	\$2,500	Flood:	Excluded
Wind/Hail:	5% (\$4,125)	Earthquake:	Excluded
Water Damage:	\$5,000	Theft:	\$5,000

Blair and Company Eastern Regional Office 3111 Springbank Lane, Suite C Charlotte, NC 28226 Email claims@blairandco.net Phone: (800) 487-1263	Lloyd's America, Inc. Attention: Legal Department 280 Park Avenue, East Tower, 25th Floor New York, NY 10017, U.S.A.
--	---

**THIS DECLARATION PAGE WITH POLICY PROVISIONS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART, THERE OF, COMPLETES THE ABOVE NUMBERED POLICY.**

Signed by Vave Digital Services Limited  
UMR: B1776BH203250P  
Signed (Date): 06/20/2023  
By \_\_\_\_\_

  
Jamie Martin, Vave Digital Services Limited

**IMPORTANT PRIVACY NOTICE**

In order to evaluate your application(s) or process your claims, as well as renew any of your policies, we may collect non-public personal information about you from third parties. We are allowed by law to disclose this information to others without your authorization in certain specified circumstances. You have the right to obtain access to certain items of information we collect about you and to request correction of information you feel to be inaccurate. Vave Digital Services Limited is an appointed representative of Canopus Managing Agents Limited. If you wish for a more detailed description of our information and privacy practices, please contact our office at Canopus Managing Agents, 1100r 25, 22 Bishopscote, London, EC1A 4BB, for more detailed privacy notice, which is available on request.

**MINUTES OF SEPTEMBER 28, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

CONVENTUS LLC ISAOA/ATIMA  
111 Potrero Ave  
San Francisco, CA 94103

8001853

**ADDITIONAL INSURED**  
Not Applicable

**ADDITIONAL INTEREST**  
Not Applicable

**ADDITIONAL COVERAGES**

**LIMITS**

Samuel Carson  
111 S. Wacker Dr., Ste 3900, Chicago, IL 60606  
Phone # 800-521-1918  
License # 10625561

After considerable discussion, Commissioner Suthoff made motion, seconded by Commissioner Levens and unanimously carried to approve the application contingent upon the property manager adjusting the maximum number of occupancy on the rental agreement to reflect the maximum occupancy determined by the Building Inspector.

\*\*\*\*\*

It came for discussion under new business, a Short-Term Rental for the property located at 548 West Beach Blvd, Unit 142, Tax Parcel 0612E-03-037.041, submitted by Chad Henry Renken (owner) and Beachy Bookings, LLC (property manager), as follows:

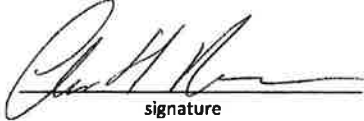
**MINUTES OF SEPTEMBER 28, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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									
<b>PROPERTY INFORMATION:</b>											
ADDRESS: <u>548 Beach Blvd West</u> <small>(Location of Short-Term Rental)</small>		Tax Parcel # <u>0612E-03-037-042</u>									
<b>OWNER'S INFORMATION:</b>											
Property Owner's Name: <u>Chad Henry Reuken</u>											
Property Owner's Address: <u>79 Pendente Dr, Pass Christian MS 39541</u>											
Property Owner's Mailing Address, if different from above:											
Property Owner's Phone No: <u>228-344-8122</u> City State Zip											
Email Address: <u>chreuken1@gmail.com</u>											
Is there a homeowner's association for the neighborhood? _____ If so, please provide written statement of support of short term rental?											
<b>PROPERTY MANAGER INFORMATION:</b>											
Property Manager's Name: <u>Beachy Bookings LLC</u>											
Property Manager's Address: (Must be a local contact)											
<u>416 E Pass Rd</u>		<u>Gulfport MS 39507</u>									
City		State, Zip									
Property Manager's Phone No: <u>228-227-2275</u>											
Email Address: <u>beachybookingsllc@gmail.com</u>											
<b>PLEASE PROVIDE THE FOLLOWING:</b>											
<ul style="list-style-type: none"> <li>• <input checked="" type="checkbox"/> Mississippi Sales Tax ID # <u>JR Bo + Arenb</u></li> <li>• <input checked="" type="checkbox"/> Recorded Warranty Deed</li> <li>• <input type="checkbox"/> Parking Rules &amp; Plan</li> <li>• <input type="checkbox"/> Trash Management Plan</li> <li>• <input type="checkbox"/> Copy of Proposed Rental Agreement</li> <li>• <input type="checkbox"/> Proof of Liability Insurance, which includes short term rental coverage</li> </ul>											
<b>ADDITIONAL INFORMATION:</b>											
<ul style="list-style-type: none"> <li>• Completed written statement of compliance.</li> <li>• FEES: \$250, nonrefundable application fee. \$500, yearly renewable fee. Checks should be made payable to the City of Long Beach.</li> <li>• LICENSE: A Privilege Tax License must be applied and paid for after approval.</li> <li>• INCOMPLETE APPLICATIONS will not be processed.</li> </ul>											
<b>AFFIDAVIT</b>											
I HEREBY CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT ALL INFORMATION CONTAINED HEREIN TRUE AND CORRECT; I ACKNOWLEDGE RECEIPT OF AND AGREE TO COMPLY WITH THE RULES & REGULATIONS OF SHORT-TERM RENTALS (Ordinance 660), ALL APPLICABLE CODES, ORDINANCES AND STATE LAWS. VIOLATION OF ANY CODES OR REGULATIONS SHALL RESULT IN THE SUSPENSION OR REVOCATION OF THE PERMIT.											
PRINT NAME: <u>Chad Reuken</u>	SIGNATURE: <u>[Signature]</u>	DATE: <u>9-20-23</u>									
BELOW IS FOR OFFICE USE ONLY											
Maximum Occupancy: <u>4</u>	Maximum Vehicles allowed: <u>2</u>	Number of bedrooms: <u>2</u>	Number of people home can accommodate: <u>4</u>								
I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES; AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.											
Building Official Signature: <u>[Signature]</u>		Date: <u>9/28/23</u>									
Fire Inspector Signature: _____		Date: _____									
COMMENTS: _____											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Date Received: <u>9-20-23</u></td> <td>_____</td> </tr> <tr> <td>Agenda Date: <u>9-28-23</u></td> <td>_____</td> </tr> <tr> <td>Amount Due/Paid: <u>250.00</u></td> <td>_____</td> </tr> <tr> <td>Payment Method: <u>1396</u></td> <td>_____</td> </tr> </table>				Date Received: <u>9-20-23</u>	_____	Agenda Date: <u>9-28-23</u>	_____	Amount Due/Paid: <u>250.00</u>	_____	Payment Method: <u>1396</u>	_____
Date Received: <u>9-20-23</u>	_____										
Agenda Date: <u>9-28-23</u>	_____										
Amount Due/Paid: <u>250.00</u>	_____										
Payment Method: <u>1396</u>	_____										

**MINUTES OF SEPTEMBER 28, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



I Chad Renken, owner of the property located at 548 Beach Blvd West, Tax Parcel 0612E-03-037.092 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

9-20-23  
date



SCANNED



 1st Judicial District  
Instrument 2020 16155 D - J1  
Filed/Recorded 12/28/2020 03:35 P  
Total Fees \$ 26.00  
3 Pages Recorded

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

Grantors:  
Chad Renken  
Sarah Renken  
548 W Beach Blvd, Unit 142  
Long Beach, MS 39580  
(228) 344-8122

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

Grantee:  
Chad Renken  
79 Poundwater Dr  
Pascagoula, MS 39571  
(228) 344-8122

INDEXING INSTRUCTIONS: Unit 142, Replat of Beau Clair Condominiums, 1<sup>st</sup> JD, Harrison County, MS

2209165X

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT

QUITCLAIM 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, **Chad Renken and Sarah Renken**, do hereby release and quitclaim unto, **Chad Renken**, all of my rights, title and interest in and to 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:

See attached Exhibit "A".

*No title exam was performed and no title examination was requested. The description used on this deed was provided by the Client. No search was made of public records to determine the accuracy of said description and said attorney, in preparing this deed, has relied, at the request of the Client, on the representation of the Warrantor that the description provided is proper and accurate.*

Exhibit "A"  
Legal Description

Unit 142, REPLAT OF BEAU CLAIR CONDOMINIUMS, as per 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 34, Page 27 and replated in Plat Book 56 at Page 6, and according to the Declaration of Condominium dated October 11, 1984 and of record in Deed Book 994 at Page 253, and amended as Instrument Number 2008-9132-D-J1 and as Instrument Number 2009-8297-D-J1 and all subsequent amendments thereto, in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, together with an undivided 1/49<sup>th</sup> interest in and to the common areas as such defined in said Declaration, together with all appurtenances thereof, all according to the said Declaration of Condominium.

**MINUTES OF SEPTEMBER 28, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

WITNESS OUR SIGNATURES, on this the 19<sup>th</sup> day of December, 2020.

Chad Renken  
Chad Renken

Sarah Renken  
Sarah Renken

**ACKNOWLEDGEMENT**

STATE OF Mississippi Mississippi  
COUNTY OF Harrison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, **Chad Renken and Sarah Renken**, 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 19<sup>th</sup> day of December 2020.

(AFFIX SEAL)

Laura Michini  
NOTARY PUBLIC

My commission expires: 11/5/2024



**Beachy Bookings, LLC. Short Term Rental Agreement**

Address: \_\_\_\_\_

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 6 persons shall be permitted on the Property at any time during the Rental Term, all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement.

**CONDITION AND USE OF PROPERTY**

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

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

**DEFAULT**

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

**ASSIGNMENT OR SUBLEASE**

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

**RISK OF LOSS AND INDEMNIFICATION**

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

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

**RELEASE**

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

**MINUTES OF SEPTEMBER 28, 2023  
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**ENTRY AND INSPECTION**

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

**UNAVAILABILITY OF PROPERTY**

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

**ADDITIONAL TERMS TO THE RENTAL AGREEMENT**

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

**GENERAL PROVISIONS**

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

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

**There is no early check in or late check out.**

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

**We do not allow pets.**

**OCCUPANCY: No persons other than those in the Guest party set forth below may stay overnight on the property. Maximum occupancy is 8 people including children. No more than 8 people can occupy the home over night. No guests allowed.**

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



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

A reservation deposit of \$500.00 is required upon booking. The deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied toward rent; however, it is fully refundable within (14) days of departure, provided the following provisions are met.

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

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

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

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

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

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

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

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

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

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

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



# MINUTES OF SEPTEMBER 28, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

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

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

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

Driver's License # \_\_\_\_\_ State: \_\_\_\_\_

Number of Guests In Party: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Rental guest registration (Name of all persons staying):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Cars: Year, Make, Model, License Plate:  
\_\_\_\_\_  
\_\_\_\_\_


 Trash: \_\_\_\_\_

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

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

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

Rental Agent:  
Beachy Bookings, LLC.  
PO Box 467  
Ocean Springs, MS 39566  
Cell phone - 228-229-2275  
beachybookingsllc@gmail.com

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**MINUTES OF SEPTEMBER 28, 2023  
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After considerable discussion, Commissioner Suthoff made motion, seconded by Commissioner Brown and unanimously carried to approve the application contingent upon the property manager adjusting the maximum number of occupancy on the rental agreement to reflect the maximum occupancy determined by the Building Inspector.

\*\*\*\*\*

It came for discussion under new business, a Short-Term Rental for the property located at 548 West Beach Blvd, Unit 132, Tax Parcel 0612E-03-037.000, submitted by Michael Kergosien (owner) and Coastal Concierge (property manager), as follows:

**MINUTES OF SEPTEMBER 28, 2023  
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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									
<b>PROPERTY INFORMATION:</b>											
ADDRESS: <u>548 W. Beach Blvd. unit #132</u> (Location of Short-Term Rental)		Tax Parcel # <u>0612E-03-037.000</u> <u>2072-27226-0-71</u>									
<b>OWNER'S INFORMATION:</b>											
Property Owner's Name: <u>Michael Kergosien</u>											
Property Owner's Address: <u>100 Woodbridge Cove Broken Bow, OK 74728</u>											
Property Owner's Mailing Address, if different from above:											
Property Owner's Phone No: <u>580-236-5842</u> City State Zip											
Email Address: <u>MaKergosien@yahoo.com</u>											
Is there a homeowner's association for the neighborhood? <u>Y</u> If so, please provide written statement of support of short term rental?											
<b>PROPERTY MANAGER INFORMATION:</b>											
Property Manager's Name: <u>Coastal Concierge - Michelle</u>											
Property Manager's Address: (Must be a local contact) <u>Waveland, MS</u> City State Zip											
Property Manager's Phone No.: <u>228-493-0263</u> City State Zip											
Email Address: <u>Coastal.concierge.com</u>											
<b>PLEASE PROVIDE THE FOLLOWING:</b>											
<ul style="list-style-type: none"> <li>• <input checked="" type="checkbox"/> Mississippi Sales Tax ID # <u>VRBO</u></li> <li>• <input checked="" type="checkbox"/> Recorded Warranty Deed</li> <li>• <input checked="" type="checkbox"/> Parking Rules &amp; Plan</li> <li>• <input checked="" type="checkbox"/> Trash Management Plan - <u>Collected by City weekly</u></li> <li>• <input checked="" type="checkbox"/> Copy of Proposed Rental Agreement</li> <li>• <input type="checkbox"/> Proof of Liability Insurance, which includes short term rental coverage</li> </ul>											
<b>ADDITIONAL INFORMATION:</b>											
<ul style="list-style-type: none"> <li>• <input checked="" type="checkbox"/> Completed written statement of compliance.</li> <li>• <input checked="" type="checkbox"/> FEES: \$250, nonrefundable application fee. \$500, yearly renewable fee. Checks should be made payable to the City of Long Beach.</li> <li>• <input checked="" type="checkbox"/> LICENSE: A Privilege Tax License must be applied and paid for after approval.</li> <li>• <input type="checkbox"/> INCOMPLETE APPLICATIONS will not be processed.</li> </ul>											
<b>AFFIDAVIT</b>											
I HEREBY CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT ALL INFORMATION CONTAINED HEREIN TRUE AND CORRECT; I ACKNOWLEDGE RECEIPT OF AND AGREE TO COMPLY WITH THE RULES & REGULATIONS OF SHORT-TERM RENTALS (Ordinance 660), ALL APPLICABLE CODES, ORDINANCES AND STATE LAWS. VIOLATION OF ANY CODES OR REGULATIONS SHALL RESULT IN THE SUSPENSION OR REVOCATION OF THE PERMIT.											
PRINT NAME <u>Michael Kergosien</u>	SIGNATURE <u>[Signature]</u>	DATE <u>9/20/23</u>									
<b>BELOW IS FOR OFFICE USE ONLY</b>											
Maximum Occupancy: <u>4</u>	Maximum Vehicles allowed: <u>2</u>	Number of bedrooms: <u>2</u>	Number of people home can accommodate: <u>4</u>								
I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES; AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.											
Building Official Signature: <u>[Signature]</u>		Date: <u>9/26/23</u>									
Fire Inspector Signature: _____		Date: _____									
COMMENTS: _____											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Date Received: <u>9-20-23</u></td> <td>_____</td> </tr> <tr> <td>Agenda Date: <u>9-28-23</u></td> <td>_____</td> </tr> <tr> <td>Amount Due/Paid: <u>250.00</u></td> <td>_____</td> </tr> <tr> <td>Payment Method: <u>2771</u></td> <td>_____</td> </tr> </table>				Date Received: <u>9-20-23</u>	_____	Agenda Date: <u>9-28-23</u>	_____	Amount Due/Paid: <u>250.00</u>	_____	Payment Method: <u>2771</u>	_____
Date Received: <u>9-20-23</u>	_____										
Agenda Date: <u>9-28-23</u>	_____										
Amount Due/Paid: <u>250.00</u>	_____										
Payment Method: <u>2771</u>	_____										

MINUTES OF SEPTEMBER 28, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



I Michael Kergosier, owner of the property located at 548 W. Beach Blvd. #132 Long Beach, MS Tax Parcel 2022-03-037-000-31 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

9/20/23  
date

SCANNED



1st JUDICIAL DISTRICT  
Instrument 2023-0027216-0-11  
Filed/Recorded 11/01/2023 10:00:01 AM  
Total Fees 25.00  
2 Pages Recorded

Printed By:  
The Cunniff Law Firm, P.A.  
4403 West Akola Drive  
Dismalwood, MS 39325  
228-255-0035  
File No: 23-0841

Return To:  
The Cunniff Law Firm, P.A.  
4403 West Akola Drive  
Dismalwood, MS 39325  
228-255-0035

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

WARRANTY DEED

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

Frank John Davis and Corie Ann Davis, Grantees  
314 Mandalay West Drive  
Houma, LA 70360  
Phone: 985-226-2454

Do hereby sell, convey, bargain and warrant to

Michael Kergosier, Grantor  
548 W Beach Blvd #132  
Long Beach MS 39060  
Phone: 304-226-3642

The following described real property situated and located in Harrison County, Mississippi, more particularly and certainly described as follows:

Unit No. 132 in the plan of condominium subdivision known as Bean Clair Condominium as the same is recorded in Plat Book 34 at Page 27, and now the same is otherwise created, established, and dedicated in a certain Plan of Condominium and Declaration of Covenants, Conditions and Restrictions and Exhibits thereto dated October 11, 1984, and of record in Deed Book 994 at Pages 253-278 in the land records of the Chancery clerk of the First Judicial District of Harrison County, Mississippi, together with an undivided interest in and to the common areas of Bean Clair Condominium appertenant to the unit as such are defined in the aforesaid Plan of Condominium and Declaration of Covenants, Conditions and Restrictions and Exhibit thereto.

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

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

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

The Grantees herincertify that the property herein above conveyed forms no part of the homestead of said Grantees.

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

WITNESS MY SIGNATURE, this the 22 day of October, 2023.

*[Signature]*  
Frank John Davis  
*[Signature]*  
Corie Ann Davis

STATE OF MS  
COUNTY OF HARRISON

Personally came and appeared before me, the undersigned authority in and for the aforesaid County and State on this the 22<sup>nd</sup> day of October, 2023, Frank John Davis and Corie Ann Davis, who acknowledged that they signed and delivered the foregoing instrument of writing on the day and year therein mentioned.

*[Signature]*  
Notary Public  
My Commission Expires: 10/01/2024



**MINUTES OF SEPTEMBER 28, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

e) Partition or subdivide a Condominium Unit

**ARTICLE XV  
USE AND OCCUPANCY RESTRICTIONS**

The use of the Condominium Units in the complex shall, at all times, be in strict accord with the terms of the "Declaration", these By-Laws, and with such other rules and regulations as shall, from time to time, be adopted by the "Directors" of the "Association" in the manner herein provided.

**ARTICLE XVI  
RULES AND REGULATIONS**

The following Rules and Regulations are established in order to provide for the continuing pleasure, comfort and security of all Members of the "Association" and their tenants and guests:

1. **Notice.** All complaints and requests shall be made only to an Officer or the Manager (if any) of the "Association" who shall in turn, notify the appropriate parties. Members shall also give immediate notice to the President or Manager of the "Association" of any damage, accident or injury to the exterior or roof of any building or to any Common Area or common facility within the Complex.
  2. **Alcoholic Beverages.** Under no circumstances shall alcoholic beverages or drugs be dispensed for sale anywhere within the Complex.
  3. **Alterations.** Members shall not make any alterations or changes in the external structure of any Condominium Unit within the Complex without first obtaining the written consent from the "Association" through its "Directors". This prohibition shall include the erection of any TV antenna or Satellite Dish; the installation of awnings; and the installation of additional exterior lighting or light fixtures not presently existing.
  4. **Noises.** No Member shall make or permit any disturbing noises in or about his or her Unit or any Common Area either by himself/herself, his/her family, or his/her tenants or guests. No Member shall do or permit anything to be done by any such person that will interfere with or disturb or threaten the rights, peace, comfort and convenience of other "Association" Members and their tenants and/or guests. Quiet hours shall be from 10 P.M. to 7 A.M.
  5. **Signs.** "Association" Members are expressly forbidden to post or display or cause to be posted or displayed any signs or notices in, upon, or about the complex without the prior express consent of the "Directors".
  6. **Cleaning Regulations.** Nothing shall be hung from the windows, porches, or balconies, or placed upon the window sill of any Unit; nor shall any table cloth, clothing, curtains or rugs be hung or shaken from any of the windows, doors, balconies, or porches within the complex.
  7. **Common Areas.** The Common Areas shall not be obstructed or used for any purpose other than that which was intended therefore, including ingress and egress from the Condominium Units, or for the appropriate recreational use or vehicle parking in the designated parking area.
- 13
8. **Sweeping.** No person shall sweep or throw or permit to be swept or thrown any dirt, dust, trash or refuse from any unit or from or onto any Common Area or other Unit within the Complex, including any balcony, window or doorway.
  9. **Pets.** Dogs or other pets shall be leashed at all times when outside of the Condominium Unit of its owner/master. The Unit owner and/or "Association" Member is responsible to control his/her pets so that they will not interfere with the use and enjoyment of the Common Areas by other "Association" Members, their tenants and guests. Owners are required to clean up after their pets. No barnyard or wild animals shall be allowed anywhere within the Complex at any time. Condominium unit owners, their tenants and guests are restricted by the Association's "Regulations" as found in Article V, Section 4 of those "Regulations" which sets a limit of 2 pets per unit. All other restrictions are addressed in Ordinance #549 as found in the offices of the City of Long Beach.
  10. **Windows.** Regular cleaning and maintenance of windows and glass doors in each unit is the obligation of the Member.
  11. **Auctions/Garage Sales.** No auction or 'garage' sale of any nature will be permitted at any time anywhere within the Complex.
  12. **Trees/Shrub/Plants.** No plants, flowers, shrubs or trees may be planted in any of the Common Areas within the Complex, nor shall any tree, shrub or other plant be cut or removed from any Common Area without the prior written consent and approval of the "Directors".
  13. **Parking.** No boats, boat trailers, recreational vehicle or vehicles weighing in excess of 1/2 ton may be parked or kept in the vehicle parking area within the Complex except that service and delivery trucks may be parked within the complex in paved parking places or areas. No more than two (2) vehicles per Condominium Unit shall be permitted to be parked in the parking areas within the Complex at any one time. No automotive repairs (except emergency service or repairs) shall be permitted to be performed within the Complex. The storage of vehicles, other than vehicles used on a day to day basis, is prohibited anywhere within the Complex other than boats, boat trailers, recreational vehicles or vehicles weighing in excess of 3/4 ton which must be parked or kept in the gravel parking area located at the north end of the parking lot.
  14. **Solicitation.** There shall be no soliciting anywhere within the Complex without prior written approval of the "Association".
  15. **Business Activities.** No business of any type shall be permitted to be carried on or to exist on/in the Complex; and no office shall be maintained within the Complex for a business or enterprise located elsewhere.
  16. **Amendments.** These Rules and Regulations may be amended or modified by a majority vote of the "Directors" of the "Association" following a ten (10) day written notice to each Member of the "Association" and following a hearing before the "Directors" if such hearing is requested by at least 20 percent (20%) of the Members.
  17. **Clubhouse.** The clubhouse is for the enjoyment of "Association" Members, their families and friends. The clubhouse may be reserved by any Member with the permission of one of the Officers of the "Association". The Unit Owner, reserving the clubhouse, which is a non-

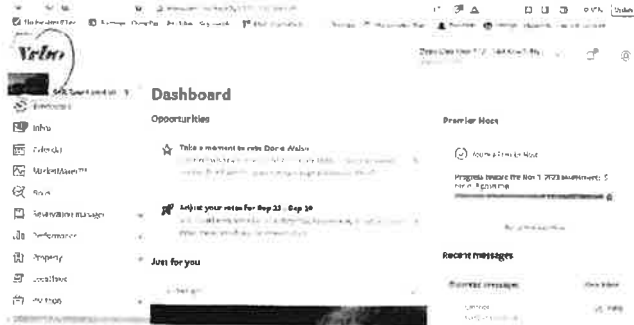
14

**Subject** Short term rentals at Beau Clair  
**To:** [ <Makergosien@yahoo.com>]  
**From** Tom McCormick <tmccormick1148@gmail.com>  
**Date** Tue, Oct 11, 2022 at 2:26 PM

Mike,  
Short term rentals are permitted at Beau Clair.  
Tom McCormick  
Treasurer

Sent from my iPhone

**MINUTES OF SEPTEMBER 28, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



Thank you for choosing us! We are thrilled to get the opportunity to host you for a wonderful, memory-making experience. We work with a heart for excellence, and hope you have a great time exploring our gorgeous area. No one likes the fine print, but experience is a supreme teacher. Please take a moment to peruse the following policies. Though many of the things mentioned are rare happenings, it is as they say about warning labels; they wouldn't be in writing if someone, somewhere, didn't do it. Please take a look to help everyone involved have a beneficial experience.

**\*\*By making a booking online or over the phone, you agree to our policies listed below.\*\***

**Check-In & check-Out Times**

property Check-In: 4:00pm

property Check-out: 11:00am

**Reservations & Before Arrival**

**Reservation Eligibility:**

1. Only persons with a valid charge card can make a reservation and that person must be present during the stay, understanding they are also responsible for all damages that occur during the reservation.
2. Guest must be 21 years old to make a booking. We reserve the right to request picture ID as age verification at our discretion.

**Payments:**

1. A fifty percent (50%) deposit (down payment) is due at the time of booking for all cabins.
2. The remaining balance is due 30 days before arrival and must be paid via your booking profile.
3. If we are unable to process payment, we will contact guest via email and phone. If we are unable to contact guest in regard to processing payment after 7 days, the booking will be cancelled, and the deposit made is non-refundable.

**Stay minimums:**

1. Two night minimum stay required for all property rentals.
2. **Holidays:** Holidays, week of holidays, and Spring Break require 3 nights minimum for cabins and RV spaces. Thanksgiving week requires a 4 night minimum.
3. property check-in and check-out are not permitted on Thanksgiving or Christmas Day. Exceptions are only made if we can confirm the availability of cleaning staff on those days. If an exception is made, the cleaning fee will be doubled to accommodate holiday pay rate for our staff.
4. Holiday dates are defined as Spring Break weeks, Memorial Day, Fourth of July Week, Labor Day, Thanksgiving week, Christmas and New Year's weeks.
5. **One Night Stays:** Last minute and one-night stays at the cabins may be considered depending on the date. Call the office to reserve. All requests are considered on a case by case basis.

**Maximum Occupancy:**

1. Each property has a maximum occupancy clearly stated that cannot be exceeded for any reason, no matter the age of the guest. This includes air mattresses on the floor or tents on the property. This is for fire code, insurance purposes, and facility capacity.
2. Rates shown for each property are with the understanding that occupancy will not be greater than the defined maximum occupancy per property. Failure to comply will be an additional \$50 per person/per night charge and extra guests will be asked to leave the property.

**Property Provisions:**

1. Every Property comes with linens, towels (as many as the maximum occupancy), basic cookware, serving ware, dinner ware, toaster, blender, and coffee maker. If there is something specific you think you will need to prepare a meal, we recommend you bring it just in case.
2. As a courtesy, we provide a starter of toilet paper (2 rolls per bathroom), paper towel (1 roll), kitchen trash bags, dish soap, and hand soap. In addition, if applicable, we provide a starter of dish tabs, laundry detergent, and chlorine for the hot tub.
3. If you think you will need more than the starter supply, we recommend you purchase more before arrival.

**Check-in directions and instructions:**

1. Directions are emailed at the time the booking is paid in full.
2. 911 addresses do not work well in the area so please read the full step-by-step directions provided.
3. Please inspect the property after arrival for any noticeable damage and report it within 2 hours of arrival via email to [getaway@hochacabins.com](mailto:getaway@hochacabins.com).
4. We work hard to avoid hiccups, but as humans, hiccups happen. We encourage all guests to let us know if there is anything that needs attention so that we can assist in a timely manner, to the best of our ability.

**Early Arrival:**

1. property check-in time is 4pm. **Your access code will not work before 4pm, or the property has been cleaned, stocked, and inspected.**
2. Arriving early without prior permission is not permitted and may incur a \$50/hour charge.
3. Please note, 2pm early check-in can only be determined the morning of arrival and depends if the property is booked the night before or if we have scheduled maintenance. Please contact us the morning of arrival and we will be happy to see what we can do.

**Late Check-out:**

1. Check-out is 11am.
2. Due to scheduling, we do not allow late check-out.

# MINUTES OF SEPTEMBER 28, 2023

## REGULAR MEETING

### LONG BEACH PLANNING and DEVELOPMENT COMMISSION

3. If our cleaners arrive at the 11am check-out time and find your personal belongings, and we are unable to contact you immediately, they will be bundled up and placed in the living area or outside the front door and HochaCabins is not responsible for them.

#### Outages:

1. We are not liable for third party service or unforeseen amenity "down time." Examples of such services and amenities include, but are not limited to water, electric, cable, satellite, WIFI, internet, appliances, electronics, or hot tubs.
2. We, in good faith, attempt to make sure all advertised features are available during your stay, but as with any home, outages happen unexpectedly. We will address all concerns within our control as quickly as we are able upon notification through phone, text, and email but HochaCabins cannot guarantee usage of such items.
3. Please report any outages as soon as possible so that we may call the correct service provider.

#### Cancellation Policy

1. Cancellations made after 4pm on the 30th day before arrival are 50% refundable. Cancellations within 14 days are non-refundable for any reason.
2. New bookings made within 30 days of arrival have the same cancellation policy.
3. Cancellation of property stays are permitted up to 30 days before arrival with a full refund.
4. Dates of stay may be shifted up to 30 days before arrival. Within 30 days there are no changes permitted.
5. All cancellations require email notification from you to us and email must match the email listed at time of reservation.
6. Weather is not a valid option for cancellation unless travel advisories are issued by the National Weather Service or State Government authorities.

#### Pet Policy

1. Many cabins are pet friendly and labelled as such. Pets found at a property not listed as pet friendly will incur a \$100/night fine and pet must be removed. There are local kennels and doggy in's available.
2. A \$35 nightly fee is added to your property stay when you inform us that you are bringing your pet(s). A maximum of two pets are allowed per property.
3. Cats are not permitted.
4. Pets are not allowed on the beds or furniture. A minimum cleaning/damage fee of \$100 will be assessed for failure to comply with this policy.
5. Pets must be cleaned up after when on property property.
6. Pets may not be left unattended indoors or out, and must be on a leash while outside on the property.

#### Please, No...

1. No smoking inside. Failure to comply will be a \$100/day charge.
2. No throwing cigarette butts down on property.
3. No tents on property.
4. No gun firing of any type (including BB guns and airsoft) is allowed on property. Evidence of such will be reported to proper authorities, guest will be charged for clean-up/damages and will be evicted.
5. No fireworks on property.
6. No locking knobs that are not keyless entry, while departing the property. The keyless entry will keep the property secure upon checkout or while you are away. This will save you potentially hours waiting for a key to be taken to your location or a charge for a locksmith.
7. No glass, soaps, creams, oils, bubbles, lotions, food, rocks, toys are allowed in the hot tub. If you are feeling ill, please remove yourself from the hot tub before becoming sick. Failure to comply will be an additional \$100.00 cleaning charge as removing these things takes multiple hours and cycling to completely remove from the hot tub system.

#### Damages

Includes: broken items, stained linens or furniture. All cabins are inspected before your arrival.

1. Any damages found at the property after your check-out will be charged to the credit card on file. The amount of this charge will be determined by estimated repair and/or replacement costs. Once final resolutions are made, receipts will be provided, and any over charge of funds will be credited back to the card on file. If costs are above already charged amount, the remaining due will be assessed to the card on file.
2. It is your responsibility to do a follow up inspection at your reserved property within two hours of arrival time listed on the reservation and email us at [getaway@hochacabins.com](mailto:getaway@hochacabins.com) to report any issues. If the matter is something needing more immediate attention, call and text us at 580-301-4898 or 580-236-9842. This includes broken items, stained linens or furniture, appliances not working, etc. Reporting damage after your departure or after we contact you and charge you is not valid.
3. Stained or torn linens or furnishings will be charged at least \$50 and can be up to the cost of equal replacement.
4. Hot tub covers average \$500+. Please do not jump, sit, stand or play on the hot tub covers, they will break. All hot tub covers are inspected prior to your arrival.
5. HochaCabins reserves the right to determine if damage to or loss of items in the property is due to negligence or malicious intent. If negligence or malicious intent is determined, guest will be charged accordingly for damages.

#### Cleaning Fees

The amount charged for cleaning is not the full cost, but a portion. An extra cleaning fee of \$50-250 may be assessed if your property is not left in "tidy" condition. Examples of "tidy":

1. All trash (dirty diapers) put in outside dumpsters.
2. No pet hair found on furnishings.
3. Dishes washed.
4. No cigarette butts or trash, including pet droppings found on property property.
5. Furniture arranged in original location.
6. All property amenities put away neatly in their original condition.
7. No food left on: grill, stove top, counter top, oven or microwave.
8. No spills or "accidents" left unattended.
9. No bodily waste left for clean-up.

#### Forgotten Items

1. Items (non-perishable) found in the property after your departure are kept for one week. If we have not received a call or email from you about your items, they are donated to the local charities.
2. We will mail your items back to you for the cost of total postage plus \$15 handling fee.

#### Environmental Concerns

Our area is abounding in natural beauty, a wonderful place to relax, explore, and enjoy the sights and sounds. Please remember, however, that we do share this incredible rural, forested area with local wildlife, fauna, and insects. We urge you to keep this in mind when booking with us and packing for your trip.

#### HochaCabins is:

1. Not liable or responsible for wildlife and/or insects found on or in the rental properties or surrounding area.
2. Not liable or responsible for wildlife and/or insect bites, stings, or damages associated with bites or stings.
3. Not liable or responsible for adverse reactions due to exposure to plant life in the area.

Guest is responsible for using appropriate repellent, clothing, and medical supplies in case of allergies.

#### Liability

Long Beach and the surrounding area is rich with things to do on and off-site. We hope that you enjoy them to the fullest. Please note that by booking with us, you understand that HochaCabins is not liable for any damage or loss to persons or property occurring or arising on premises from any cause whatsoever. By agreeing to our policies, you understand and assume all risks associated with the activities in which you or your child or party member will engage at or near HochaCabins managed properties and will hold the owner and management company harmless from all claims.

# MINUTES OF SEPTEMBER 28, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

<b>ACORD</b>		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 09/21/2023	
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.					
<b>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).</b>					
<b>PRODUCER</b> Star Agency LLC 4728 S. Ward Chapot Road Anaheim, CA 92705 OK 74526	<b>CONTACT</b> Ruth Cleveland <b>PHONE</b> 714.264.0751 <b>FAX</b> 714.264.0751 <b>EMAIL</b> rcl@staragency.com <b>INSURER(S) ACCORDING TO RATING</b> INSURER A: Covenant Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:				
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b>		<b>REVISION NUMBER:</b>	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED IN ACCORDANCE WITH THE POLICY (S) INDICATED. NOTWITHSTANDING ANY REFERENCE TO 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 INsofar as they may have been reduced by prior claims.					
<b>LINE</b>	<b>TYPE OF INSURANCE</b>	<b>AGENCY DESIGNATION</b>	<b>POLICY NUMBER</b>	<b>POLICY EFFECTIVE DATE</b>	<b>TERMS</b>
X	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR (GENERAL AGENT) (SEE AGENCIES) (SEE POLICIES) (SEE POLICIES) (SEE AGENCIES) (SEE POLICIES)		VR4940741 00	09/21/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTALS \$ 100,000 MED EXP (See Ins Policy) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMBOP ADG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS COVERED ALL OWNED AUTOS COVERED				LIABILITY LIMIT \$ MEDICAL PAYMENT \$ BODILY INJURY \$ PROPERTY DAMAGE \$ UNINSURED \$
	<b>UMBRELLA</b> EXCESS UMB OCCUR CLAIMS-MADE COV RETENTIONS				EACH OCCURRENCE \$ AGGREGATE \$ COV RETENTIONS \$
X	<b>INLAND MARINE</b> ANY POLICIES UNDER THIS CERTIFICATE (See Schedule A) (See Schedule B) (See Schedule C) (See Schedule D) (See Schedule E) (See Schedule F) (See Schedule G) (See Schedule H) (See Schedule I)		VR4940741 00	09/21/2023	\$50,000 of contents coverage
DEFINITION OF OPERATIONS, LOCATIONS, VEHICLES (Refer ACORD 108, Additional Remarks Schedule A items apply as required)					
<b>CERTIFICATE HOLDER</b>		<b>CANCELLATION</b>			
		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 SIGNATURE: <i>Bob Daniel</i>			
ACORD 25 (2010/05)		© 1995-2010 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD			

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

\*\*\*\*\*

It came for discussion under new business a Certificate of Resubdivision for the property located at 825 North Nicholson Avenue, Tax Parcels 0611J-01-064.000 and 0611J-01-064.001, submitted by Henry Alex Schepens, Jr., as follows:



MINUTES OF SEPTEMBER 28, 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 8-22-23  
Zoning R-1  
Agenda Date 9-28-23  
Check Number 41058

APPLICATION FOR CERTIFICATE OF RESUBDIVISION

- I. TYPE OF CASE: CERTIFICATE OF RESUBDIVISION
- II. ADVALOREM TAX PARCEL NUMBER(S): 06115-01-064.000 + 06115-01-064.001
- III. GENERAL LOCATION OF PROPERTY INVOLVED: CITY OF LONG BEACH
- IV. ADDRESS OF PROPERTY INVOLVED: 825 N. NICHOLSON AVE
- V. GENERAL DESCRIPTION OF REQUEST: Resubdivision of ADD 70' BY 360.17' Piece OF LAND  
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.

HENRY ALEX SCHREPPERS JR  
Name of Rightful Owner (PRINT)

133 Pitcher Point Ave  
Owner's Mailing Address

Long Beach MS 39560  
City State Zip

228-731-4415  
Phone

Henry Alex Schreppers Jr  
Signature of Rightful Owner Date

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

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

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

\_\_\_\_\_  
Phone

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

**MINUTES OF SEPTEMBER 28, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**EXISTING**



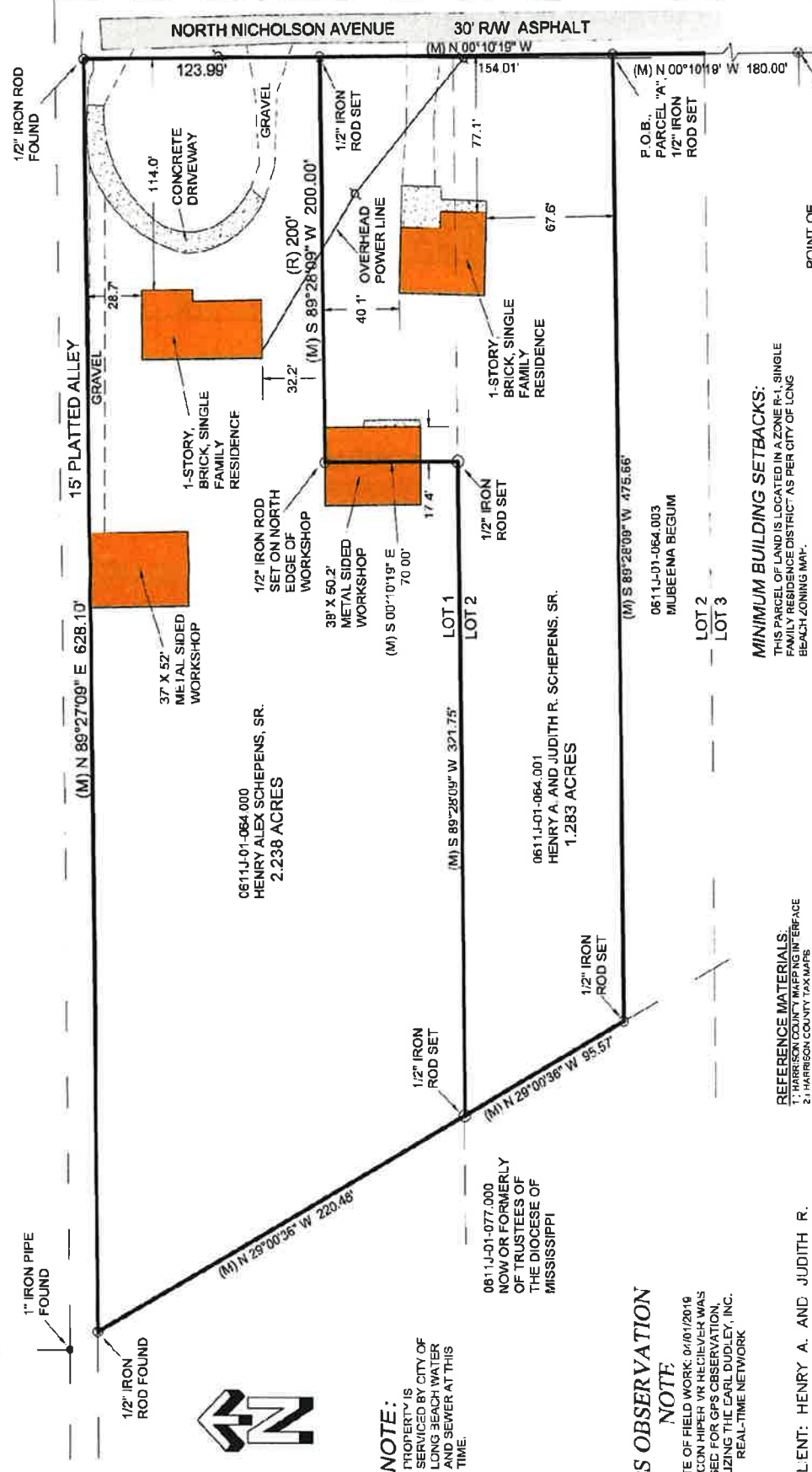
- LEGEND:**
- IRON ROD FOUND
  - IRON PIPE FOUND
  - IRON ROD SET
  - SPOKE FOUND
  - SPOKE SET
  - CONCRETE MONUMENT FOUND
  - CONCRETE MONUMENT SET
  - CONCRETE MONUMENT FOUND
  - CONCRETE MONUMENT SET
  - AS PER SURVEY
  - AS PER RECORD
  - AS PER SURVEY
  - AS PER RECORD
  - IRON ROD SE

**SCALE 1" = 60'**  
**REFERENCE: GRID NORTH BY GPS OBSERVATION (DATUM = NAD 83)**

**A RESUBDIVISION OF TWO PROPERTIES LOCATED IN THE CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO PARCELS "1" AND "2". SAID LOTS BEING REFERRED TO AS TAX PARCEL NUMBERS 0611J-01-064.000 AND 0611J-01-064.001**

**FLOOD ZONE NOTE:**  
BY GRAPHIC PLOTTING ONLY THIS PROPERTY IS LOCATED IN THE FIRM ZONE "X" ACCORDING TO MAP NUMBER 20047C0357G DATED JUNE 16, 2008. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THE SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING. THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.

**SHEET 1 OF 5**



**MINIMUM BUILDING SETBACKS:**

THIS PARCEL OF LAND IS LOCATED IN A ZONE R-1, SINGLE FAMILY RESIDENCE DISTRICT AS PER CITY OF LONG BEACH ZONING MAP.

- FRONT YARD - 25 FEET
- SIDE YARD - 5 FEET
- REAR YARD - 5 FEET

**NOTES:**

1. FIELD SURVEY PERFORMED WITH A TOPCON HIPER VR GPS RECEIVER.
2. STATE PLANE COORDINATES AND BEARINGS 9-DOWN HEREON ARE DERIVED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, I.N.C. RTK NETWORK, AND ARE BASED ON SPC (23RT 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.
5. THIS IS A CLASS "A" SURVEY.
6. ALL SETBACKS ARE DERIVED BY SURVEY.
7. SAID NORTH BY GPS OBSERVATION, ALL LINES RELATIVE TO.

**REFERENCE MATERIALS:**

1. HARRISON COUNTY MAPS (NO DATE)
2. HARRISON COUNTY TAX MAPS
3. PHDR SURVEY BY JEFFREY C. COLLINS, PLUS WITH
4. ARESAL ENGINEERING
5. INSTRUMENT NO. 2218-8554-1
6. INSTRUMENT NO. 2218-8554-2
7. INSTRUMENT NO. 2218-7339-0-1

**GPS OBSERVATION NOTE:**

DATE OF FIELD WORK: 04/01/2019  
TOPCON HIPER VR RECEIVER WAS USED FOR GPS OBSERVATION, UTILIZING THE EARL DUDLEY, I.N.C. REAL-TIME NETWORK

CLIENT: HENRY A. AND JUDITH R. SCHEPENS, JR.  
DATE OF FIELD SURVEY: 8/17/2023  
DRAWN BY: CAC  
JOB NUMBER: 16210.dwg  
PREPARED BY:

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

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



MINUTES OF SEPTEMBER 28, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

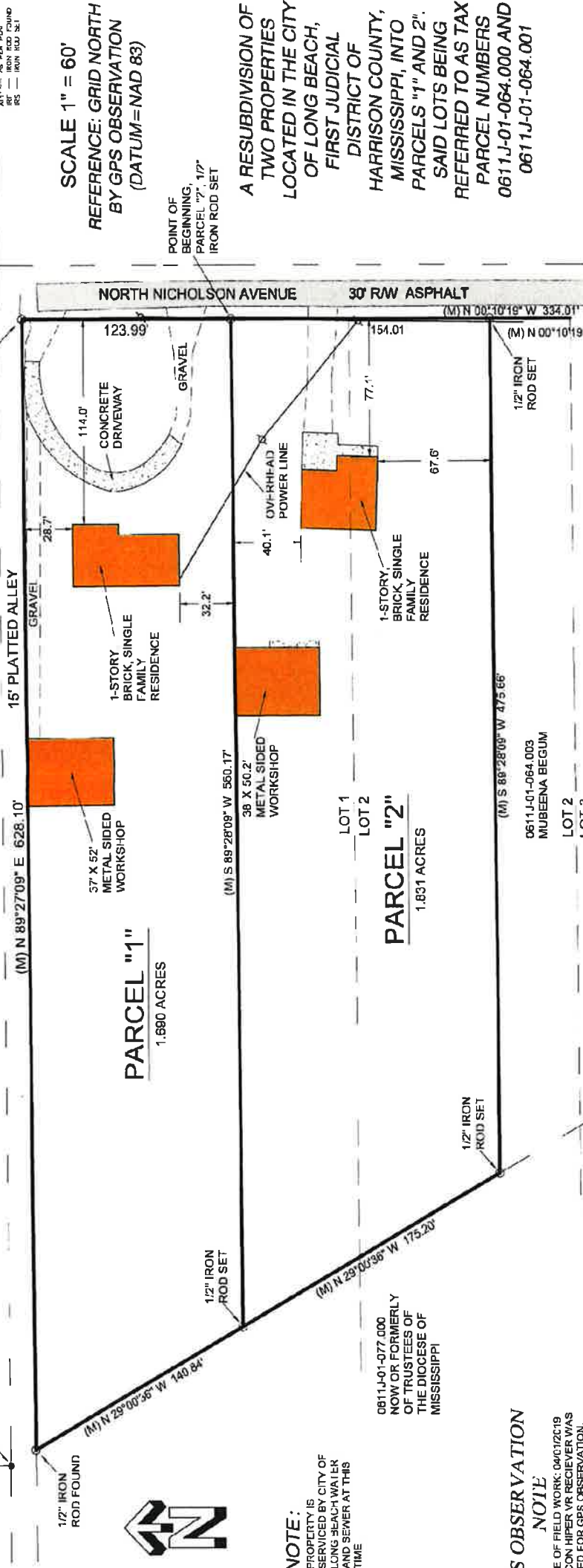
PROPOSED



LEGEND:

- IRON ROD FOUND
- IRON PIPE FOUND
- IRON ROD SET
- SPKLS SET
- CONCRETE MONUMENT FOUND
- CONCRETE MONUMENT SET
- ASPHERIC MONUMENT FOUND
- ASPHERIC MONUMENT SET
- AS PER ATTORNEY
- AS PER PLAN
- IRON ROD FOUND
- IRON ROD SET

SCALE 1" = 60'  
REFERENCE: GRID NORTH  
BY GPS OBSERVATION  
(DATUM=NAD 83)



A RESUBDIVISION OF  
TWO PROPERTIES  
LOCATED IN THE CITY  
OF LONG BEACH,  
FIRST JUDICIAL  
DISTRICT OF  
HARRISON COUNTY,  
MISSISSIPPI, INTO  
PARCELS "1" AND "2".  
SAID LOTS BEING  
REFERRED TO AS TAX  
PARCEL NUMBERS  
0611J-01-064.000 AND  
0611J-01-064.001

FLOOD ZONE NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS  
LOCATED IN THE FIRM ZONE "X" ACCORDING TO MAP  
NUMBER 200400037S DATED JUNE 16, 2004. 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.

MINIMUM BUILDING SETBACKS:

THIS PARCEL OF LAND IS LOCATED IN A ZONE R-1, SINGLE  
FAMILY RESIDENCE DISTRICT AS PER CITY OF LONG  
BEACH ZONING MAP.

FRONT YARD - 25' F.T.C.  
SIDE YARD - 8' FEET  
REAR YARD - 15' FEET

NOTES:

- 1.) FIELD SURVEY PERFORMED WITH 1A TOPOCON LITE VR GPS RECEIVER
- 2.) STATE PLANE COORDINATE SYSTEM BEARINGS OBTAINED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK AND A/C BASED ON 87°C (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 @ 1-800-277-6477
- 4.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.
- 5.) THIS IS A CLASS "B" SURVEY.
- 6.) BEARINGS SHOWN HEREON ARE DERIVED BY:
- 7.) GRID NORTH BY GPS OBSERVATION, ALL LINES RELATIVE TO:

REFERENCE MATERIALS:

- 1.) HARRISON COUNTY MAPPING INTERFAC
- 2.) 0611J-01-064.000
- 3.) PRIOR SURVEY BY JEFFREY C. COLLINS, PLS WITH KNESEL ENGINEERING
- 4.) INSTRUMENT NO. 2018-21-D-1
- 5.) INSTRUMENT NO. 2010-1655-D-1
- 6.) INSTRUMENT NO. 2008-238-D-1
- 7.) INSTRUMENT NO. 2008-238-D-1

NOTE:

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

0611J-01-077.000  
NOW OR FORMERLY  
OF TRUSTEES OF  
THE DIOCESE OF  
MISSISSIPPI

GPS OBSERVATION  
NOTE

DATE OF FIELD WORK: 04/02/2019  
TOPOCON HIPER VR RECEIVER WAS  
USED FOR GPS OBSERVATION,  
UTILIZING THE EARL DUDLEY, INC.  
REAL-TIME NETWORK

CLIENT: HENRY A. AND JUDITH R.  
SCHEPENS, JR.  
DATE OF FIELD SURVEY: 8/17/2023  
DRAWN BY: CAC  
JOB NUMBER: 16210.dwg  
PREPARED BY:

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

**MINUTES OF SEPTEMBER 28, 2023**  
**REGULAR MEETING**  
**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**LONG BEACH PLANNING COMMISSION**

**CERTIFICATE OF RESUBDIVISION**

In accordance with Article II, Section 3 of the Code of Ordinance (Subdivision Regulations) of the City of Long Beach as amended, it is hereby certified that the Long Beach Planning Commission Chairman and Long Beach Mayor and Board of Aldermen have reviewed and approved the attached Final Plat. The following property has been subdivided from Harrison County ad valorem tax parcels (0611J-01-064.000 and 0611j-01-064.001) into (two) parcels. The subject property is generally described as being located (827 N. Nicholson Avenue, Long Beach, MS).

The Case File Number is: \_\_\_\_\_

**LEGAL DESCRIPTIONS**

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

0611J-01-064.000

LOT 1, BLOCK 4 OF COX'S SUBDIVISION, LESS THE EAST 200 FEET OF THE SOUTH 70 FEET OF SAID LOT 1, CITY OF LONG BEACH, HARRISON COUNTY, MISSISSIPPI.

0611J-01-064.001, INST. NO. 2019-8542-D-J1

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

COMMENCING AT AN IRON ROD FOUND AT THE SOUTHEAST CORNER OF LOT 3, BLOCK 4, COX'S SUBDIVISION, SAID POINT LYING ON THE WEST MARGIN OF NORTH NICHOLSON AVENUE; THENCE ALONG SAID WEST MARGIN, N00°10'19"W 180.00' TO AN IRON ROD SET AT THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID WEST MARGIN, N00°10'19"W 154.01' TO AN IRON ROD SET; THENCE S89°28'09"W 200.00' TO AN IRON ROD SET ON NORTH EDGE OF A METAL BUILDING; THENCE S00°10'19"E 70.00' TO AN IRON ROD LYING ON THE SOUTH LINE OF SAID LOT 1; THENCE ALONG SAID SOUTH LINE OF LOT 1, S89°28'09"W 321.75' TO AN IRON ROD; THENCE S29°00'36"E 95.57' TO AN IRON ROD SET; THENCE N89°28'09"E 475.66' TO THE POINT OF BEGINNING, CONTAINING 55,893.26 SQUARE FEET OR 1.283 ACRES.

**LEGAL DESCRIPTIONS OF THE TWO PROPOSED PARCELS:**

**LEGAL DESCRIPTION of (Parcel "1"):**

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

BEGINNING AT AN IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 1, BLOCK 4, COX'S SUBDIVISION, SAID POINT LYING ON THE WEST MARGIN OF NORTH NICHOLSON AVENUE; THENCE ALONG SAID WEST MARGIN, S00°10'19"E 123.99' TO AN IRON ROD SET; THENCE S89°28'09"W 560.17' TO AN IRON ROD SET ON THE WEST LINE OF SAID LOT 1; THENCE ALONG SAID WEST LINE OF LOT 1, N29°00'36"W 140.84' TO AN IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE NORTH LINE OF SAID LOT 1, N89°27'09"E 628.10' TO THE POINT OF BEGINNING, CONTAINING 1.690 ACRES.

**LEGAL DESCRIPTION of (Parcel "2"):**

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

COMMENCING AT AN IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 1, BLOCK 4, COX'S SUBDIVISION, SAID POINT LYING ON THE WEST MARGIN OF NORTH NICHOLSON AVENUE; THENCE ALONG SAID WEST MARGIN, S00°10'19"E 123.99' TO AN IRON ROD SET AT THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID WEST MARGIN, S00°10'19"E 154.01' TO AN IRON ROD SET; THENCE S89°28'09"W 475.66' TO AN IRON ROD SET ON THE WEST LINE OF SAID LOT 1; THENCE ALONG SAID WEST LINE OF LOT 1, N29°00'36"W 175.20' TO AN IRON ROD SET; THENCE N89°28'09"E 560.17' TO THE POINT OF BEGINNING, CONTAINING 1.831 ACRES.

PREPARED BY:

**CLIFFORD A. CROSBY, PLS**

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

CLIENT: HENRY A. AND JUDITH R.  
 SCHEPENS, JR.  
 DATE OF FIELD SURVEY: 8/17/2023  
 DRAWN BY: CAC  
 JOB NUMBER: 16210.dwg

SHEET 3 OF 5

**MINUTES OF SEPTEMBER 28, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**CERTIFICATE OF OWNERSHIP**

I hereby certify that I am one of the owners 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.

Henry A. Schepens, Jr.                      8/18/23  
HENRY A. SCHEPENS, JR.                      DATE

Subscribed and sworn to before me, in my presence this 18<sup>th</sup> day of August 2023, a Notary Public in and for the County of Harrison, State of Mississippi.

Jare Washington  
NOTARY PUBLIC  
My Commission Expires: April 3, 2027



**CERTIFICATE OF OWNERSHIP**

I hereby certify that I am one of the owners 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.

Judith R. Schepens                      8-18-2023  
JUDITH R. SCHEPENS                      DATE

Subscribed and sworn to before me, in my presence this 18<sup>th</sup> day of August 2023, a Notary Public in and for the County of Harrison, State of Mississippi.

Jare Washington  
NOTARY PUBLIC  
My Commission Expires: April 3, 2027



**CERTIFICATE OF OWNERSHIP**

I hereby certify that I am one of the owners 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.

Henry Alex Schepens, Sr.                      8-19-2023  
HENRY ALEX SCHEPENS, SR.                      DATE

Subscribed and sworn to before me, in my presence this 19 day of August 2023, a Notary Public in and for the County of Harrison, State of Mississippi.

Katrina M. Ducksworth  
NOTARY PUBLIC  
My Commission Expires: 04/29/2025



PREPARED BY:

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

**MINUTES OF SEPTEMBER 28, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**CERTIFICATE OF APPROVAL**


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

ADMINISTRATOR \_\_\_\_\_

DATE \_\_\_\_\_

**CERTIFICATE OF SURVEY AND ACCURACY**

I hereby certify that this map drawn by me or drawn under my supervision from actual survey made by me or actual survey made under my supervision and a deed description recorded in instrument no. 2019-8542-D-J1 and 2008-7339-D-J1 in accordance with all applicable codes and ordinances. Witness my original signature, registration number and seal this the 17<sup>th</sup> day of AUGUST, 20 23.

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

2539  
\_\_\_\_\_  
MS P.L.S. NO.



**PLANNING COMMISSION**

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

CLIENT: HENRY A. AND JUDITH R.  
SCHEPENS, JR.  
DATE OF FIELD SURVEY: 8/17/2023  
DRAWN BY: CAC  
JOB NUMBER: 16210.dwg

PREPARED BY:

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

**MINUTES OF SEPTEMBER 28, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**Tina Dahl**

**From:** Joe Culpepper <joe.culpepper@h2oinnovation.com>  
**Sent:** Tuesday, August 22, 2023 3:08 PM  
**To:** Tina Dahl  
**Subject:** RE: Certificate of Resubdivision, 825 North Nicholson Avenue

I believe no special tap fee are need at this time.

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



Trusted Utility Partners

Office #: (228) 865-0440  
404 Kallie Street, Long Beach, MS 39530  
1000 West 5th, Long Beach, MS 39530  
[joeculpepper@h2oinnovation.com](mailto:joeculpepper@h2oinnovation.com) | [www.h2oinnovation.com](http://www.h2oinnovation.com)

**From:** Tina Dahl <tina@cityoflongbeachms.com>  
**Sent:** Tuesday, August 22, 2023 8:40 AM  
**To:** 'David Ball' <david@overstreeteng.com>; 'Tyler Yarbrough' <tyler.y@overstreeteng.com>; Joe Culpepper <joe.culpepper@h2oinnovation.com>; Jan@cityoflongbeachms.com; sbowes@cityoflongbeachms.com  
**Subject:** Certificate of Resubdivision, 825 North Nicholson Avenue

I have attached a Certificate of Resubdivision for the property located at 825 North Nicholson Avenue. The applicant has also filed for a Variance on side setbacks for the existing metal building. This item has been added to the September 28<sup>th</sup> agenda. Thank you, Tina

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



**OVERSTREET  
& ASSOCIATES  
CONSULTING ENGINEERS**

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

August 22, 2023

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

**RE: Certificate of Subdivision – Tax Parcel No. 0611J-01-064.000**

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 two new parcels. Proposed Parcel "1" will be nearly 1.690 acres in size, with approx. 123.99 feet of street frontage on North Nicholson Road. Proposed Parcel "2" will be nearly 1.831 acres in size, with approx. 154.01 feet of street frontage.

Proposed Parcel "1" and Parcel "2" lies in the R-1 zone and is in conflict with the ordinance's requirements:

1. The side set back requirement of 8 feet will not be met on proposed parcel 1. The existing metal shed now sits on or very near the existing lot line. However, this is a pre-existing condition, so we are unsure if a variance is required for this existing condition.
2. The side set back requirement of 8 feet will not be met in proposed parcel 2. An existing workshop will sit on or very near the proposed parcel line.

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

**MINUTES OF SEPTEMBER 28, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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

\*\*\*\*\*

It came for discussion under new business, a Sketch Plat Approval for the property located at 20583 Johnson Road, Tax Parcel 0512B-01-029.000, submitted by Franklin Jason Overstreet, as follows:



**MINUTES OF SEPTEMBER 28, 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	8-10-23
Zoning	R-1
Agenda Date	9-28-23
Check Number	0025

- I. TYPE OF CASE: **SKETCH APPROVAL**
- II. ADVALOREM TAX PARCEL NUMBER(S): 512B-01-029.000
- III. GENERAL LOCATION OF PROPERTY INVOLVED: BEATLINE ROAD AND JOHNSON ROAD
- IV. ADDRESS OF PROPERTY INVOLVED: 20583 JOHNSON ROAD, LONG BEACH, MS 39560
- A. The purpose of the sketch is to develop a general design on which to base the preliminary and final plat, and thus having to revise such design to make in conform to the comprehensive City plan and to relate it to surrounding development. To this end, the sub-divider should consult informally with the City Engineer and the Planning Commission on preparation of the sketch plat.
- B. The sub-divider shall submit to the Planning Commission the sketch plat of the proposed subdivision, together with the attendant items, fifteen (15) days prior to the Planning Commission meeting at which the sketch plat is to be approved. The sketch plat shall be reviewed by the Planning Commission and approved by the Mayor and Board of Aldermen. The review shall take into consideration, in addition to the requirements set forth in these regulations, the components of the comprehensive City plan, the zoning ordinance and other plans, programs and regulations that might affect the area and the design and development of the subdivision.
- C. The sub-divider must submit a general layout drawing of the proposed subdivision or development. The sketch plat should indicate location of the subdivision, street alignment and lot sizes, and should provide additional information that is deemed reasonably necessary within the scope the Subdivision Ordinance by the City. (1) The sketch plat should consist of three (3) full-size drawings on 24 x 36 inch sheets and (1) 8 ½ x 14 and/or emailed in pdf. format to the Clerk.
- D. The Planning Commission shall inform the sub-divider that the Sketch plan as submitted or as modified does or does not meet the objectives of City Regulations. When the Planning Commission or the Mayor and Board find that the sketch plat does not meet the objectives of City regulations the reasons therefore shall be given, together with any changes recommended to be made. In the even the sub-divider does not agree to changes recommended by the Planning Commission, he may request and shall receive review and formal action by the Mayor and Board of Aldermen at its next regular meeting.
- E. Although not recommended, a developer may be allowed to combine the Sketch and Preliminary plats so that they may be considered together.
- V. **REQUIRED ATTACHMENTS:**
- A. **Interest and Ownership.** The applicant's name, address and interest of every person, firm or corporation represented by the applicant in the application, the name of the owner or owners and their respective addresses of the entire land area proposed to be changed in classification or to be included within the structures then existing thereon, and sufficient evidence to establish that the applicant has the right of possession to the land area and structures, the names and address of all owners of adjacent property (exclusive of the width of intervening streets, alleys, or bodies of water).

MINUTES OF SEPTEMBER 28, 2023  
REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

B. **Recorded Warranty Deed.** A deed which includes a legal description of the specific piece of property involved in the request. If, several parcels are included in a request, individual parcel deeds AND a composite legal description of all parcels involved in the request must be provided.

C. **Fee.** Attach a check in the amount of \$50.00. This check should be made payable to the **City of Long Beach** to cover administrative cost. You will also be responsible to actual costs, such as advertising an mailing incurred with the processing of your application.

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

VI. **OWNERSHIP AND CERTIFICATION:**

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

FRANKLIN JASON OVERSTREET

Name of Rightful Owner (PRINT)

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

53 WALTON ROAD

Owner's Mailing Address

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

WILKINS MS 39577

City State Zip

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

228.669.9262

Phone

\_\_\_\_\_  
Phone

F. Jason Overstreet 8.9.2023  
Signature of Rightful Owner Date

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

MINUTES OF SEPTEMBER 28, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



1st JUDICIAL DISTRICT  
Instrument 2023-0004706-D-11  
Filed/Recorded 03/21/2023 11:40:01 AM  
Total Fees 25.00  
5 Pages Recorded

Prepared by:  
David B. Pilger  
Attorney at Law  
1406 Bienville Blvd., Suite 101  
Ocean Springs, MS 39564  
(228) 216-0011

Grantor:  
Alfred Hilmar Von Campe  
29 Worthen Drive  
Groton, MA 01460  
(978) 818-8308

Return To:  
David B. Pilger  
Attorney at Law  
1406 Bienville Blvd., Suite 101  
Ocean Springs, MS 39564  
(228) 216-0011

Grantee:  
Franklin Jason Overstreet  
20583 Johnson Road  
Long Beach, MS 39560  
(228) 669-9262

File No. P2305929

INDEXING INSTRUCTIONS: Pt of Lot 8, R. Ingles's S/D, Sec. 15, T6, R12, 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 cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which hereby acknowledged, I, Alfred Hilmar Von Campe, do hereby sell, convey and warrant unto Franklin Jason Overstreet, 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:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

This being the same property as that conveyed to Alfred Hilmar Von Campe with Hans Heldrich a Sibylle Heldrich reserving a Life Estate, by instrument recorded in Deed Book 1495, at Page 213, La 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) quitclaims any and all oil, gas, and other minerals owned, if any, to Grantee(s). No mineral search was requested or performed by preparer.

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

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

The proof of death for Hans Heldrich is attached hereto as Exhibit "B".

The certificate of death for Sibylle Heldrich is attached hereto as Exhibit "C".

This conveyance is no part of the grantors homestead.

WITNESS MY SIGNATURE, on this the 14<sup>th</sup> day of March, 2023.

Alfred Hilmar Von Campe

ACKNOWLEDGMENT

STATE OF MASSACHUSETTS  
COUNTY OF MIDDLESEX

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the Jurisdiction aforesaid, Alfred Hilmar Von Campe, who acknowledged before me that he signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 14<sup>th</sup> day of MARCH, 2023.

(AFFIX SEAL)



My commission expires: 11/20/25

Exhibit "A"

Legal Description

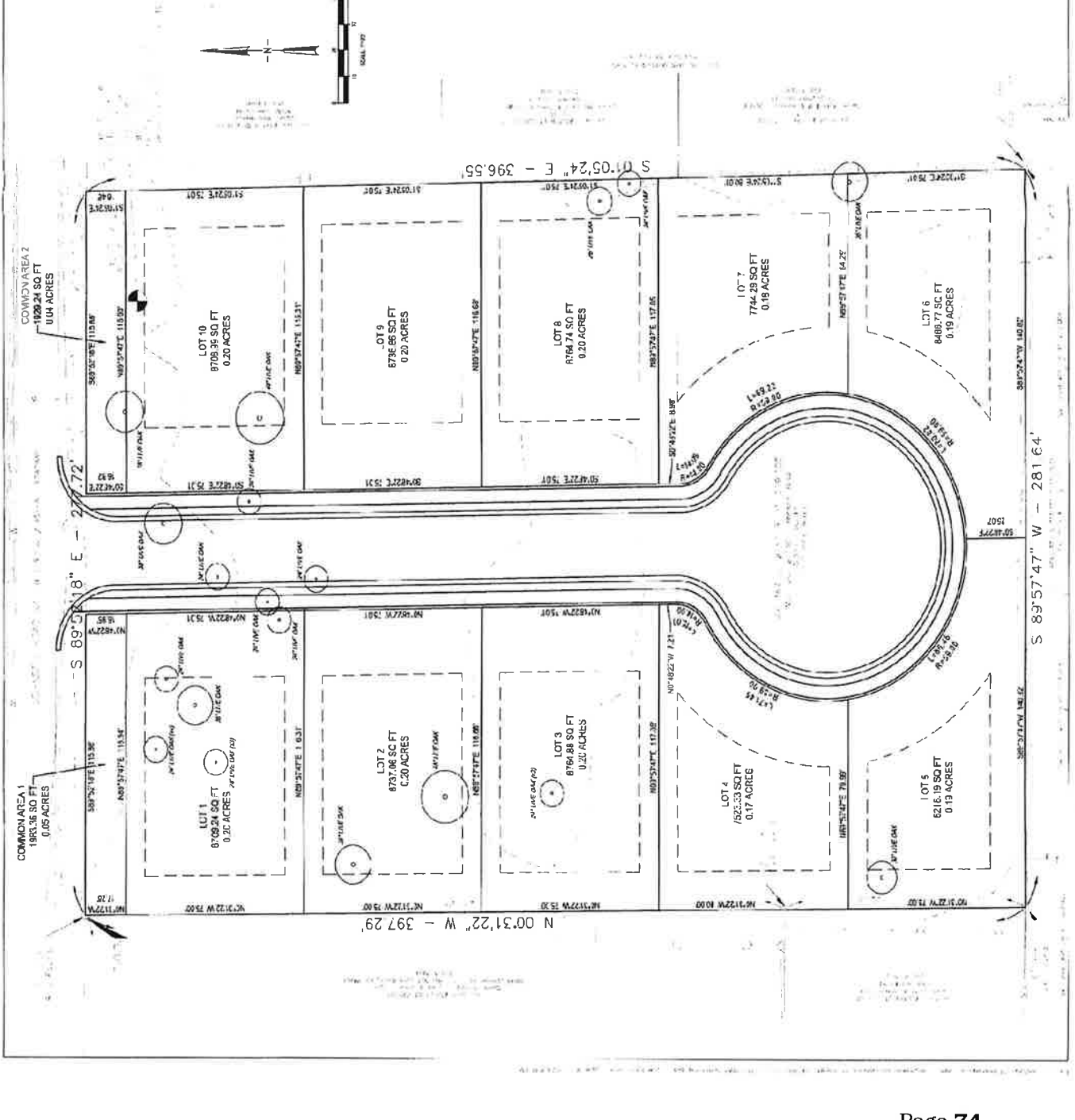
A parcel of land located in a part of the R. Ingles's Subdivision in the Northwest Quarter of Section 15, Township 8 South, Range 12 West, Long Beach, Harrison County, Mississippi, being more particularly described as follows:

Beginning at a point where the half-section line of said Section 15 intersects the East margin of Beatline Road and run thence East along said half-section line a distance of 550.2 feet to an old fence line; run thence North 1° 30' West along said fence line a distance of 907.3 feet for the point of beginning; continue thence North 1° West a distance of 394.5 feet to the South margin of Johnson Road; thence West along Johnson Road a distance of 280 feet; thence South 0° 45' East a distance of 393.6 feet; thence South 89° 45' East a distance of 277.5 feet back to the Point of Beginning. Containing 2.5 acres, more or less.

MINUTES OF SEPTEMBER 28, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Project No: 20883, SWITCH PLAN, DATE: 7/23/23, DRAWN BY: WML, CHECKED BY: WML, SHEET NUMBER: 1

LONG BEACH, MISSISSIPPI
IVY PLACE SUBDIVISION
VICINITY MAP NOT TO SCALE
SURVEY NOTES
1. Survey was performed by Cassidy-Asada Land Surveys, LLC, dated August 21, 2023...



MINUTES OF SEPTEMBER 28, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION  
**LONG BEACH FIRE DEPARTMENT**  
Plan Review and Inspection Form

Development Name: Ivey Place  
Address or Location: Johnson Rd.  
Occupancy Type (according to NFPA code): R2  
Type of Development: Subdivision  
Occupancy Load if Applicable: NA  
Number of Stories: NA  
Building Name or Building Number being reviewed:

Plan Review and Occupancy Inspection:

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

Plan Review: Accepted [ x ] Rejected [ ]

If Rejected State Reason:

Reviewed by: Inspector Timothy Darden

Date: September 26, 2023



Plan Review Fee: 0 (This fee does not include Specialized Fire Protection Equipment)

***Protecting Life and Property***

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

\*\*\*\*\*

**MINUTES OF SEPTEMBER 28, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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

APPROVED:

\_\_\_\_\_

Vice Chairman Shawn Barlow

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

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

Tina M. Dahl, Minutes Clerk