

**MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**AGENDA
OCTOBER 26, 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 – 1005 North Wright Avenue, Tax Parcel 0711L-03-061.001, Submitted by James E. Farlow.
2. Variance- 402 South Nicholson Avenue, Tax Parcel 0612A-03-001.000, Submitted by Dayna Beasley.

IV. ANNOUNCEMENTS**V. APPROVE MINUTES**

1. Regular- October 12, 2023
2. Executive Session- October 12, 2023

VI. UNFINISHED BUSINESS**VII. NEW BUSINESS**

1. Tree Removal – 410 South Cleveland Avenue, Tax Parcel 0612A-03-045.000, Submitted by Toni Staton.
2. Tree Removal- 411 St. Augustine Avenue, Tax Parcel 0512R-01-066.000, Submitted by Clyde Pamjoerin.
3. Tree Removal- 139 Richards Avenue, Tax Parcel 0711M-03-032.001, Submitted by Stephanie B. May.
4. Short-Term Rental- 822 East Beach Blvd. Tax Parcel 0712D-03-042.000, Submitted by Charles and Loretta Koonce (owners) and Lynn Healy, Healy Realty Group (property manager).
5. Short-Term Rental- 127 Trautman Avenue, Tax Parcel 0612F-01-091.000, Submitted by Eric Seevers (owner and property manager).
6. Certificate of Resubdivision- 20302 Daugherty Road, Tax Parcels 0511B-02-022.000 and 0511B-02-025.000, Submitted by Philip B. Keith III.

VIII. DEVELOPMENT & RESEARCH**IX. ADJOURN*******NOTES*****

****All decisions made at this meeting are subject to a ten (10) day appeal for a Public Hearing and/or the Mayor and Board of Aldermen approval on November 7, 2023.**

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

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

**MINUTES OF OCTOBER 26, 2023
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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 26th day of October 2023, in said City, and the same being the time, date and place fixed for holding said public hearings.

There were present and in attendance on said Commission and at the Public Hearing the following named persons: Chairman Frank Olaivar, Vice Chairman Shawn Barlow, Commissioners Nicholas Brown, William Suthoff, David DiLorenzo, Trey Gaddy, City Advisor Bill Hessel, Building Official Mike Gundlach, Building Inspector Ryan Ladner and Minutes Clerk Tina M. Dahl.

Absent the public hearings were Commissioners Michael Levens, Jennifer Glenn and Marcia Kruse.

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

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The first public hearing to consider a Variance for the property located at 1005 North Wright Avenue, Tax Parcel 0711L-03-061.001, submitted by James E. Farlow, as follows:

**MINUTES OF OCTOBER 26, 2023
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



CITY OF LONG BEACH
201 Jeff Davis Avenue/ PO BOX 929
Long Beach, MS 39560
(228) 863-1854 office
(228) 863-1558 fax

Office use only	
Date Received	9-15-23
Zoning	R-1
Agenda Date	10-26-23
Check Number	CC

VARIANCE REQUEST

I. Tax Parcel Number(s): 0711L-03-061.001

II. Address of Property Involved: 1005 N Wright Avenue Long Beach, MS 39560

III. Statement clearly explaining the request being made. (Attach supplemental pages if necessary.)

I am requesting to not install a city sidewalk in front of my new residence. I would like to pay the city fee that is required for not installing the sidewalk.

****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?

My residence resides on a street that has no sidewalks. I can't meet the city sidewalk code because there is no public sidewalk for me to tie my residence into.

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 special condition I am asking to be considered is not caused by my residence. The condition is caused by most of the homes on my street being constructed before the city sidewalk code was made or enforced.

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?

Installing a public sidewalk in front of my residence would result in a sidewalk that leads nowhere. If the board denies my request to not install a public sidewalk the results would be my home having the only sidewalk on the street. This would make my home less desirable and conflict with the landscaping of my neighborhood.

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.

Denial of this request would require me to install a sidewalk when no one near me has a public sidewalk. There are several new homes near me that have no sidewalk. I am assuming those homes where granted the variance

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LONG BEACH PLANNING and DEVELOPMENT COMMISSION

IV. REQUIRED ATTACHMENTS:

- A. **Interest and Owners ip.** he applic nt'_s name, address and interest of every person, firm or corporation repre_sented by the apphcant m the apphcation, the name of the owner or owners and their respective addresses of the enure land area _propo ed 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, o_r bod _les o _water). Claims of support or "no objection" from owners of adjoining property should be substantiated m wntng 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 sam in - ting mini u of seven ()- days m advance of the scheduled public hearing. The applicant acknowledges that, m s gnmg_ this app_ hcation, alleonditlo_ ns and requirements inherent in the process have been fully explained and understood, including the timetable for proc ssmg the application, the completed application with all necessary documents and payments must be returned to th Plannm office not later than 21 days before the 2nd or 4th Thursday of each month. Receipt of fee(s) does not constitute receipt of a completed application.

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.

JAMES E. FRELLOW
Name of Rightful Owner (PRINT)

14273 SCHUBACHER ROAD
Owner's Mailing Address

GULFPORT MS 39503
City State Zip

228-224-5437
Phone

[Signature]
Signature of Rightful Owner

Date

Name of Agent (PRINT)

Agent's Mailing Address

City State Zip

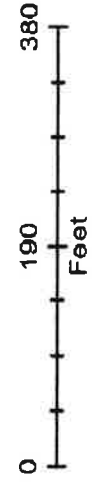
Phone

Signature of Applicant

Date

MINUTES OF OCTOBER 26, 2023
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION

1005 North Wright Avenue, 07111L-03-061.001



HARRISON COUNTY, MISSISSIPPI

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

MAP DATE: October 20, 2023



MINUTES OF OCTOBER 26, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION



PREPARED BY:
JAN OFFICE OF MICHELE D. BIEGEL, CLERK
Michele D. Biegel
201 North Main Street
Room 1010
Long Beach, Mississippi 39201
Telephone: (601) 514-8332
Facsimile: (601) 514-8332

RETURN TO:
JAN OFFICE OF MICHELE D. BIEGEL, CLERK
Michele D. Biegel
201 North Main Street
Room 1010
Long Beach, Mississippi 39201
Telephone: (601) 514-8332
Facsimile: (601) 514-8332

QUITCLAIM DEED
For and in consideration of the sum of One Dollar (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I,

MICHELLE D. BIEGEL
1240 Ruckelshaus Circle
Jackson, Mississippi 39202
(601) 352-1000

do hereby sell, convey and relinquish unto

PATTON MICHELLE TILGNER
100 North Avenue
Long Beach, Mississippi 39200
(601) 514-8332

AND

JAMES E. FARLOW
14273 S. Harbescher Road
Gulfport, Mississippi 39503
(336) 224-5427

as joint tenants with full rights of survivorship and not as tenants in common, all of my right, title and interest in and to the property lying and being situated in the First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Page 1 of 1

Lots Thirty (30), Thirty One (31), Thirty Two (32), Thirty Three (33) and Thirty Four (34), Block Three (3), Old PLANTATION ADDITION, a subdivision according to the official map of said tract of file and of record in the office of the County Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 4 at page 16 (copy book 28 at page 147) thereof, reference to which is hereby made in aid of and as a part of this description.

INDEXING INSTRUCTIONS: Lots Thirty (30), Thirty One (31), Thirty Two (32), Thirty Three (33) and Thirty Four (34), Block Three (3), Old PLANTATION ADDITION

WITNESS OUR SIGNATURES this 8th day of May 2023.

Michele D. Biegel
MICHELE D. BIEGEL, CLERK

STATE OF MISSISSIPPI
COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Michele D. Biegel, who acknowledged to me that she signed, executed and delivered the foregoing Quitclaim Deed on the day and year therein written.

Given under my hand and official seal, this 8th day of May, 2023.

Henry Griffin
Henry Griffin
My commission expires:



The Clerk reported that fifteen (15) 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 PLAZA MILLING

In accordance with Section 4 of the City of Long Beach Sidewalk Ordinance 547 as amended by Ordinance 615 dated 04/27/2023, 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.

James E. Farlow, 14273 S. Harbescher Road, Gulfport, MS, 39505, 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 sidewalks on a newly developed lot. The location of the requested Variance is 2005 North Wright Avenue. Tax Parcel 0711L03 05-100. The legal description is as follows:

LCTS 30 TO 34 BLK 3 OLD PLANTATION ADD

A public hearing to consider the above variance will be held in the City of Long Beach, Mississippi, 2900, Thursday, October 30, 2023, at 5:00 p.m. in the Long Beach City Hall Meeting Room located at 203 Jeff Davis Avenue. The city encourages all interested groups and citizens to contact the clerk if they have any questions concerning the variance.

/s/ Charma
Charma
Planning Commission

MINUTES OF OCTOBER 26, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

AVERY 516C Gulf Coast Enterprises Inc c/o Rene Bueno 85 West 95 Street Hialeah, FL 33012	Ervens Joan 15400 Swan Court Gulfport, MS 39503	Allen Tasha P ETAL PO Box 3548 Gulfport, MS 39302
Recheart Gerald and Jean Trustees 1011 North Wright Avenue Long Beach, MS 39560	Wilson Patrick Brooks 1C13 North Wright Avenue Long Beach, MS 39560	Jones Pamela M 101C North Wright Avenue Long Beach, MS 39560
Cham John and Pamela Jo 1006 Wright Avenue Long Beach, MS 39560	Grog Roy 13 Valente Drive Worcester, MA 01504	Cham John B and Pamela J 1008 North Wright Avenue Long Beach, MS 39560
Max Gulf Coast Youth for Christ 1501 14th Avenue Gulfport, MS 39501	Webster Donna F 1004 Wright Avenue Long Beach, MS 39560	Tilman Donald Jr and Rebecca H 1033 North Wright Avenue Long Beach, MS 39560
Babin Todd 617 Carmadalle Street Marrero, LA 70072	Duncan Charles Wand Rhonda 1306 Iris Street Long Beach, MS 39560	Popa Melissa 1107 Iris Street Long Beach, MS 39560

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

I, the undersigned legal authority authorized to administer oaths in and for the jurisdiction aforesaid, do hereby personally appear before me, LISA M DAHL, known to me to be the Minutes Clerk of the City of Long Beach, Mississippi, Planning and Development Commission, who being by me first duly sworn, depose and say on oath as follows, to-wit:

- That she is the duly appointed and acting Minutes Clerk of the City of Long Beach Mississippi Planning and Development Commission
- That in such capacity, she is responsible for mailing Notices of Public Hearing for the purpose of notifying property owners within 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 898 of the City of Long Beach and other matters pertaining to such public hearings and the business of the Planning and Development Commission in and for the City of Long Beach.
- That on October 2, 2023, she did cause to be mailed, Notice of Public Hearing, a copy of which is attached hereto, in fifteen (15) property owners within 160' of 1005 North Wright Avenue, Tax Parcel (7111-03-061401), notifying them that a public meeting will be held, October 26, 2023, to consider an application for a Variance submitted by James F. Parlow.

Given under my hand this the 2nd day of October 2023.

Lacey Dahl
LACEY DAHL, CLERK

SWORN TO AND SUBSCRIBED before me on this the 2nd day of October 2023.

My Commission Expires

Kim Douch
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

I, PERSONALLY appeared before the undersigned authority in and for said County and made the following sworn statement to-wit: I caused to be published in the Gazebo Gazette, a newspaper printed and published in Harrison County, Mississippi, every Friday, upon the 26th day of the publication of this notice, a notice which has been made to the said publication, as required by the following members and on the following days of each month:

Vol. No. dated 2 day of October, 2023
Vol. No. dated ___ day of ___ 21
Vol. No. dated ___ day of ___ 21
Vol. No. dated ___ day of ___ 21
Vol. No. dated ___ day of ___ 21
Vol. No. dated ___ day of ___ 21
Vol. No. dated ___ day of ___ 21

A CERTIFICATE from the said newspaper has been attached and published herewith in said county for notice of said said notice as required in the said publication of said notice.

Witness my hand and seal on this 26th day of October, 2023.

[Signature]
Notary Public

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

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

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

The second public hearing to consider a Variance for the property located at 402 South Nicholson Avenue, Tax Parcel 0612A-03-001.000, submitted by Dayna Beasley, as follows:

MINUTES OF OCTOBER 26, 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 9-20-23
Zoning R-1
Agenda Date 10-20-23
Check Number 0383

VARIANCE REQUEST

I. Tax Parcel Number(s): 0612A-03-001.000

II. Address of Property Involved: 402 S. NICHOLSON

III. Statement clearly explaining the request being made. (Attach supplemental pages if necessary.)
MASSIVE OAKS ON S. NICHOLSON w/ROOTS &
REQUESTING VARIANCE ON SIDEWALK

****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?

HARDSHIP FOR LOCATION OF LIVE OAK IS A
IT IS A CORNER LOT. NO HOUSES IN AREA (NEW & OLD) DO
NOT HAVE SIDEWALKS. SEE ATTACHED PICTURE.

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.

LIVE OAK EXISTED WHEN
PROPERTY WAS PURCHASED

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?

GRADING, FORMING & CONCRETE MAY KILL
TREE.

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.

NO SIDEWALKS IN AREA.
VARIANCE WAS GRANTED ACROSS STREET
AT PHILLIP MCNUITY PROPERTY AT

350 E 4th.

**MINUTES OF OCTOBER 26, 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 2nd or 4th Thursday of each month. Receipt of fee(s) does not constitute receipt of a completed application.

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

DAYNA BEASLEY
Name of Rightful Owner (PRINT)

Name of Agent (PRINT)

302 E 3RD St
Owner's Mailing Address

Agent's Mailing Address

LB ms 39560
City State Zip

City State Zip

318-471-5514
Phone

Phone

[Signature] 9/20/23
Signature of Rightful Owner Date

Signature of Applicant Date

MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

402 South Nicholson Avenue, 0612A-03-001.000



HARRISON COUNTY, MISSISSIPPI

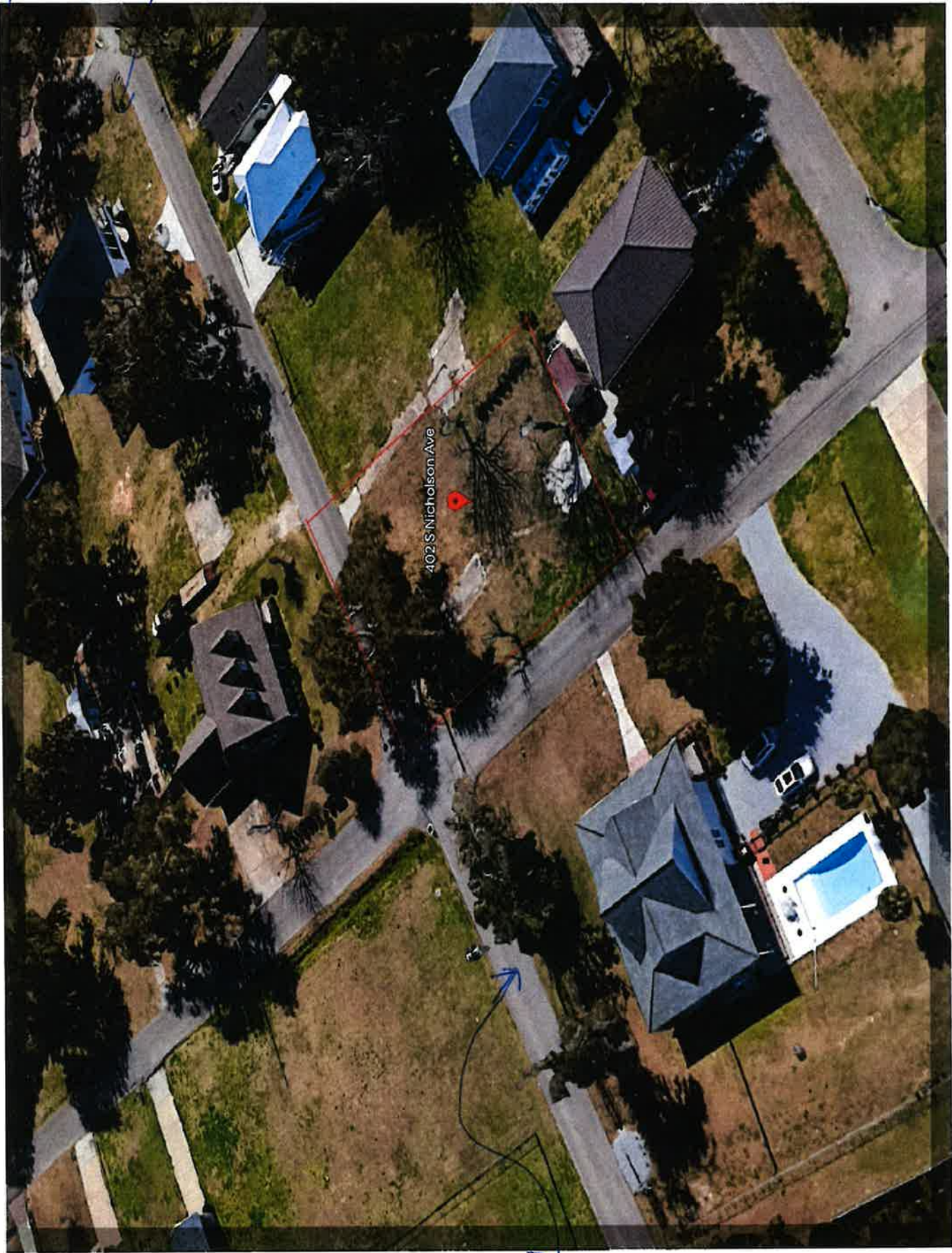
DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.

MAP DATE: October 20, 2023



**MINUTES OF OCTOBER 26, 2023
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

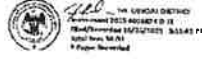
New Houses



Recently waived

MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

FORWARDED



Prepared By and Return to:
Sidewalk, Ogler & Jordan, PLLC
1226 Hwy 49
Gulfport, MS 39503
(228) 832-8500

Indexing Instructions:
Lot 21, Blk 1, Golf View Court
Harrison County, MS

FILE#22-117

STATE OF MISSISSIPPI
COUNTY OF HARRISON

WARRANTY DEED

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

ALEXANDER LAYNE NEWMAN, as Executor of
THE ESTATE OF JERRY LAYNE NEWMAN of/for
JERRY L. NEWMAN, Deceased
725 HOLLAND AVENUE
FORT WORTH, TX 76101
(817) 351-3644

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

SOUTHERN PARADISE, LLC
A Mississippi Limited Liability Company
P.O. BOX 1012
LONG BEACH, MS 39564
(228) 760-8455

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

Lot Twenty-Two (22), Block One (1), Reserve #2011 FV2011 COURT, as per the map and plat thereof as the same is shown in the Office of the County Clerk of the First Judicial District of Harrison County, Mississippi, in the Public Book Page 41 (Copy Book 6 A at Page 571) of record, reference to which is hereby made in all of which as a part of this description.

Jerry Layne Newman is one and the same person as Jerry T. Newman that acquired title on June 25, 2015 as recorded in Tax Deed Instrument Number 2015-4-0113-11, in the Land Records of the First Judicial District of Harrison County, Mississippi.

This Deed is being executed in accordance with the Order Authorizing the Sale of Real Property dated October 18, 2021, and an Order of Sale conveyance entered in Cause No. 21-284(1) in the Matter of the Estate of Jerry Layne Newman, Deceased, in the Chancery Court at Lumberton County, Mississippi, First Judicial District.

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, right-of-way and easements applicable to subject property, and any other recorded mortgages, liens, claims and claims of all gas and mineral, by previous owners of subject property.

Estimated county ad valorem taxes have been provided between the parties as a part of the consideration for this conveyance. In the event the estimates upon which such provision is based prove to be inaccurate for any reason, the Grantee agrees to refund any excess and the Grantor agrees to pay any deficiency, upon receipt of a copy of the tax statement for the current year and a computation of the true amount due, based on a 165 day year.

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

The Clerk reported that sixteen (16) 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 287 as amended by Ordinances 613, 618 and 347, 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.

Dayne Brimley, 302 East 3rd Street, Long Beach, MS 39560, has filed an application for a Variance in accordance with the Long Beach Sidewalk Ordinance. The applicant is requesting a Variance from the prohibition of a sidewalk in a newly developed lot. The location of the requested Variance is 402 South Nicholson Avenue. The Parcel ID# is 03 001 000. The legal description is as follows:

LOT 22 BLK 1 GOLF VIEW COURT RESERVE#2

A public meeting to consider the above variance will be held in the City of Long Beach, Mississippi, 20560, Thursday, October 25, 2023, at 5:00 p.m., in the Long Beach City Hall Meeting Room located at 201 Jeff Davis Avenue. The city encourages all interested parties and organizations to contact the city if they have any questions concerning the variance.

/s/ signed
Chairman
Planning Commission

MINUTES OF OCTOBER 26, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

AVERY	City of Harrison, Louisiana	City of Harrison, Louisiana
Fricks Tommy and Camryn 35986 Alabama Hwy 75 Fryfe, AL 35971	Lagette Jane L 408 South Nicholson Avenue Long Beach, MS 39560	Scheib Julie A 406 South Nicholson Avenue Long Beach, MS 39560
Hogle Bank and Elfe - Trust 3502 Powder Horn Circle Rapid City, SD 57702	Eacs Michael L and Mary F - Trustees 3379 Jeremy Lind Road Amelia, OH 45102	Newman Jerry L 401 Gulf View Avenue Long Beach, MS 39560
Ladner Nichole Marie and Riley 408 Gulf View Avenue Long Beach, MS 39560	Montgomery Juan Carlos and Kena 778 Early Earmor Cove Collierville, TN 38317	McVully Phillip A and Ellen W 33C East 4 th Street Long Beach, MS 39560
Cuevas Carol Janet Walker -L/E 330 East 4 th Street Long Beach, MS 39560	Dill Terry and Judith Anne Doud 327 East 3 rd Street Long Beach, MS 39560	Wasward Lorena Kalitsch BIAL 410 East 1 st Street Long Beach, MS 39560
Beas Ray Charles 305 South Nicholson Avenue Long Beach, MS 39560	Deblann Archen and Susan T 401 East 4 th Street Long Beach, MS 39560	Perdue Samuel Clayton and Joseph Darr 4375 Straton Road Laurel, MS 39443
White Jason T and Brandy 123 West Avenue Long Beach, MS 39560		

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

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

- That she is the duly appointed, and acting, Minutes Clerk of the City of Long Beach, Mississippi, Planning and Development Commission.
- That in such capacity, she is responsible for mailing Notices of Public Hearing for the purpose of notifying property owners within 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 508 of the City of Long Beach; and other matters pertaining to such public hearings and the business of the Planning and Development Commission in and for the City of Long Beach.
- That on October 2, 2023, she did cause to be mailed, Notice of Public Hearing, a copy of which is attached hereto, to sixteen (16) property owners within 160' of 402 South Nicholson Avenue, Tax Parcel 0612A-09-001.024, notifying them that a public meeting will be held, October 26, 2023, to consider an application for a Variance submitted by Dayra Bostley.

Given under my hand this the 2nd day of October 2023.

Tina Dahl
TINA M DAHL, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 2nd day of October 2023.

Kiri Dumas
KOTARY PUBLIC

My Commission Expires:



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

Proof of Publication

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me the undersigned notary in and for said County and State, RUSSELL DAVENPORT, publisher of THE GAZETTE GAZETTE, a newspaper printed and published in Harrison County, who being duly sworn, deposes and says the publication of this notice herein related has been made as the said publication _____ weeks in the following number and on the following dates of each paper:

Vol. _____ No. _____ dated _____ day of _____, 2023
 Vol. _____ No. _____ dated _____ day of _____, 2023
 Vol. _____ No. _____ dated _____ day of _____, 2023
 Vol. _____ No. _____ dated _____ day of _____, 2023
 Vol. _____ No. _____ dated _____ day of _____, 2023
 Vol. _____ No. _____ dated _____ day of _____, 2023
 Vol. _____ No. _____ dated _____ day of _____, 2023

Witness further sworn to and that said newspaper has been mentioned and published lawfully in said county for period of more than twelve months prior to the first publication of said notice.

Given to and subscribed before me this _____ day of _____, A.D. 2023.
 Notary Public

**MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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

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

After considerable discussion Vice Chairman Barlow 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 26th day of October 2023, in the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, and the same being the time, date and place fixed for holding said Regular Meeting.

There were present and in attendance on said Commission and at the meeting the following named persons: Chairman Frank Olaivar, Vice Chairman Shawn Barlow, Commissioners Nicholas Brown, William Suthoff, David DiLorenzo, Trey Gaddy, City Advisor Bill Hessel, Building Official Mike Gundlach, Building Inspector Ryan Ladner and Minutes Clerk Tina M. Dahl.

Absent the regular meeting were Commissioners Michael Levens, Jennifer Glenn and Marcia Kruse.

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

Commissioner Suthoff made motion, seconded by Commissioner Brown and unanimously carried to approve the Regular Meeting minutes of October 12, 2023, as submitted.

Commissioner Suthoff made motion, seconded by Commissioner Brown and unanimously carried to approve the Executive Session minutes of October 12, 2023, as submitted.

MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

It came for discussion under New Business a Tree Removal for the property located at 410 South Cleveland Avenue, Tax Parcel 0612A-03-045.000, submitted by Toni Staton, as follows:

MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

OFFICE USE ONLY
Date Received 10-16-23
Zoning R-0
Agenda Date 10-26-23
Check Number Cash

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

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

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

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

TODAY'S DATE: 10/17/23

PROPERTY INFORMATION

TAX PARCEL # 0612A-03-045.000

Address of Property Involved: 410 S Cleveland

Property owner name: Toni Staton

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

Property owner address: 410 S Cleveland

Phone No. () (601) 594.4454

CONTRACTOR OR APPLICANT INFORMATION

Company Name: n/a

Phone No. _____ Fax: _____

Name _____

Address _____

PERMIT INFORMATION

Permit for: Removal Trimming _____ Pruning _____

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

Tree is dead. Rotted on the inside and ready to fall.

Plans are to replant a new Magnolia in its place.

Number of Trees:

_____ Live Oak 1 Southern Magnolia

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

Toni Staton 10/16/23
Signature Date

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

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

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

ts OWNERSHIP: Please provide a recorded warranty deed.

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

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

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

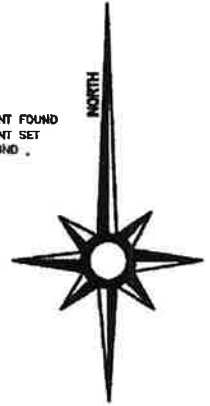
**MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

NOTES:

- 1.) FIELD SURVEY PERFORMED WITH A COMBINATION OF TOPCON GR5 GPS RECIEVER AND TOPCON GPT-9005A ROBOTIC TOTAL STATION.
- 2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY COMBINATION OF GPS STATIC OBSERVATION AND EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
- 3.) ELEVATIONS SHOWN ARE BASED ON NAVD88, GEIOD 2009.
- 4.) THIS SURVEY HAS BEEN PREPARED BY INFORMATION PROVIDED BY CLIENT AND LIMITED RESEARCH IN COURTHOUSE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THIS SURVEY MAY NOT SHOW ALL EASEMENTS AND OTHER RESTRICTIONS OF RECORD. SURVEYOR WILL BE MADE AVAILABLE TO ADD SUCH FEATURES TO THIS SURVEY IF A CURRENT TITLE REPORT OR ABSTRACT OF TITLE IS PROVIDED TO HIM BY PROPER AUTHORITY.
- 5.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-8477.
- 6.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.

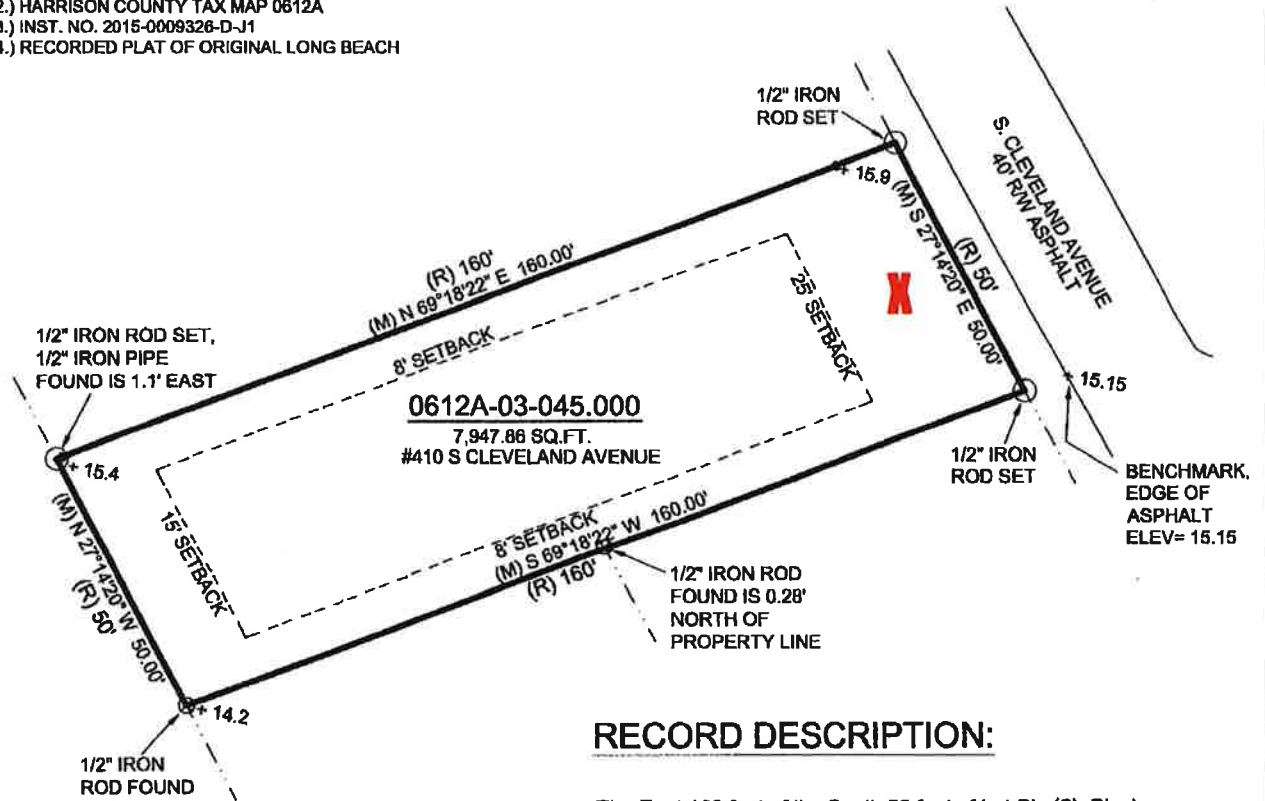
LEGEND:

- ⊗ -- IRON ROD FOUND
- -- IRON PIPE FOUND
- -- IRON ROD SET
- △ -- SPIKE FOUND
- ▲ -- SPIKE SET
- ⊠ -- CONCRETE MONUMENT FOUND
- ⊡ -- CONCRETE MONUMENT SET
- ⊞ -- LIGHTARD KNOT FOUND
- (M) -- AS MEASURED
- (R) -- AS PER RECORD
- APN -- AS PER PLAT
- IRF -- IRON ROD FOUND
- IRS -- IRON ROD SET



REFERENCE MATERIALS:

- 1.) HARRISON COUNTY MAPPING INTERFACE
- 2.) HARRISON COUNTY TAX MAP 0612A
- 3.) INST. NO. 2015-0009326-D-J1
- 4.) RECORDED PLAT OF ORIGINAL LONG BEACH



RECORD DESCRIPTION:

The East 160 feet of the South 50 feet of Lot Six (6), Block Fifteen (15), ORIGINAL LONG BEACH, City of Long Beach, a subdivision according to the official map or plat thereof on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 11 at Page 6 (Copy Book 4A at Page 365), reference to which is hereby made in aid of and as a part of this description.

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

[Signature]
CLIFFORD A. CROSBY, P.L.S. DATE: 7/22/2021

THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE "AE" BFE=19 ACCORDING TO MAP NUMBER 28047C0357G DATED JUNE 16, 2009

SURVEY CLASS - "B"	FOR: SOUTHERN PARADISE, LLC	BEARINGS SHOWN HEREON ARE DERIVED BY: GPS OBSERVATION, STATE PLANE GRID, MS EAST
SCALE: 1" = 30'		



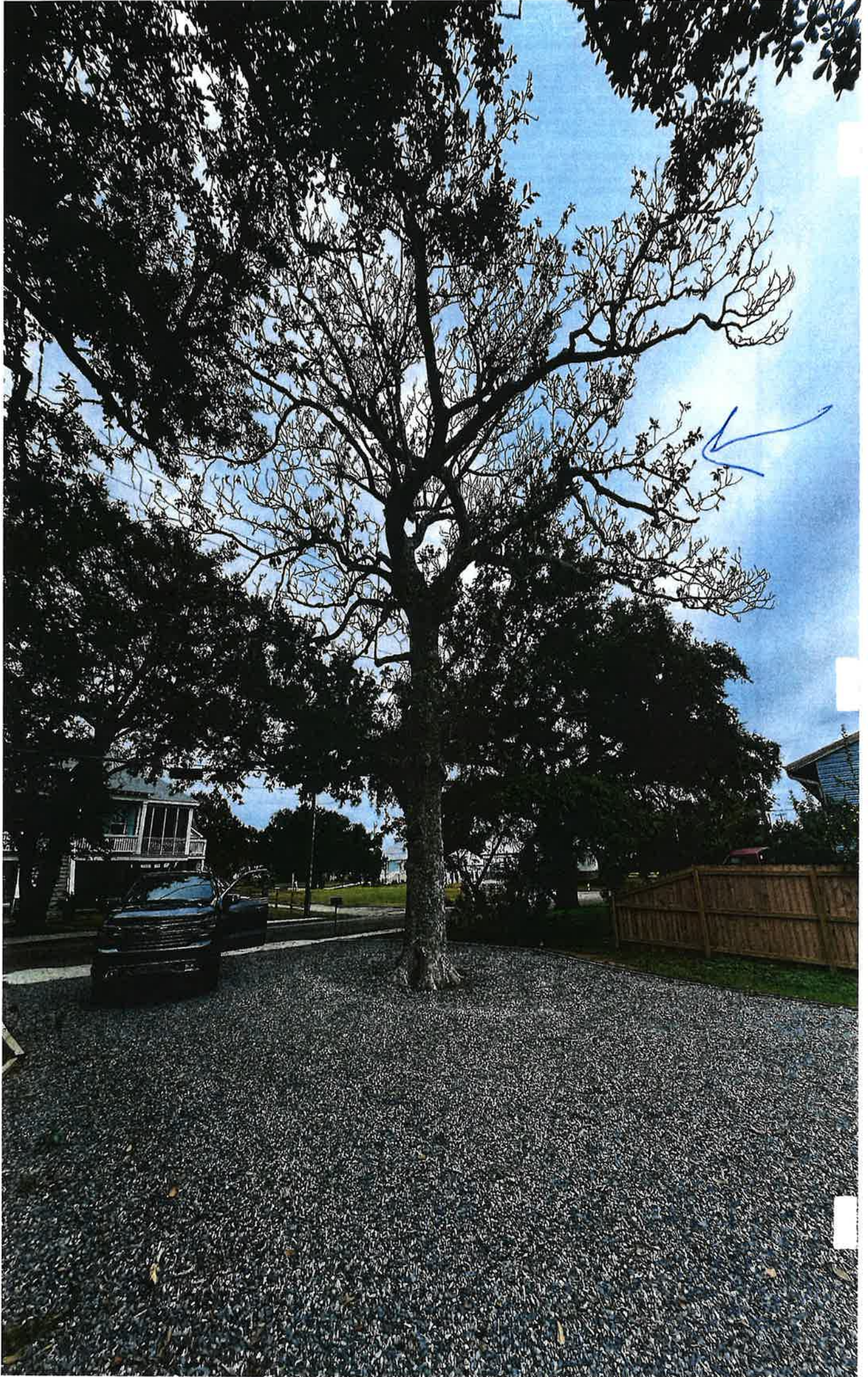
CROSBY SURVEYING

PROFESSIONAL LAND SURVEYING
716 LIVE OAK DRIVE
BILOXI, MISSISSIPPI 39532
PHONE: 228-234-1649

EMAIL: cliffordcrosby@cablone.net

DATE OF FIELD WORK: 7/21/2021
PARTY CHIEF: PE
INSTRUMENT MAN: CC
RODMAN: PE
DRAWN BY: CAC
DRAWING NUMBER: 16078 410 CLEVE
REVISED:

**MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

ROTTED INTERIOR CORE



MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

REVIEWED

SCANNED



3rd JUDICIAL DISTRICT
Commission 2021-0002286-D-11
Filed/Registered 04/19/2023 03:06:11 PM
Total Fees \$1.00
2 Pages Recorded

Prepared By & Return To:
Schwartz, Ogler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550
Our File: 230562

Index As:
E 160' of S 50' of Lot 6, Blk 15,
Original Long Beach S/D,
Harrison County, 1st JD, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

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

SOUTHERN PARADISE LLC
A MS Limited Liability Company
P.O. BOX 1612
LONG BEACH, MS 39560
(228) 760-8455

does hereby sell, convey and warrant unto

TONI GIGLIO STATION
410 S. CLEVELAND AVENUE
LONG BEACH, MS 39560
(601) 594 4454

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

The East 160 feet of the South 50 feet of Lot Six (6), Block Fifteen (15), ORIGINAL LONG BEACH, City of Long Beach, a subdivision according to the official map or plat thereof on file and of record in the Office of the County Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 11 at Page 6 (Copy Book 4A at Page 365), reference to which is hereby made in aid of and as a part of this description.

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

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

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

Grantor herein.

IN WITNESS WHEREOF, SOUTHERN PARADISE LLC has caused this conveyance to be executed by its duly authorized officer, having first been duly authorized to do so, on this the 5th day of April, 2023.

SOUTHERN PARADISE LLC

By: 
Travis L. Litch, Manager/Member

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, TRAVIS LITCH, who acknowledged that he is the Manager/Member of SOUTHERN PARADISE LLC, A MS Limited Liability Company, and as to me he did not, he signed, sealed and delivered the above and foregoing instrument of writing on this day and in the year therein mentioned, for and on behalf of said entity, having been first duly authorized to do so, in his full representative capacity as Manager/Member.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this 5th day of April, 2023.


NOTARY PUBLIC

My Commission Expires:



MEMORANDUM

Date: October 19, 2023

To: City of Long Beach Planning Commission

From: Long Beach Tree Board

Re: Tree Removal – 410 S Cleveland Avenue

The Magnolia tree has signs of rot and roots exposed above ground. Some small new foliage is sprouting but it is a large tree and likely unstable. The Tree Board has no objections.

**MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

After discussion and upon recommendation by members of the Tree Board, Commissioner Suthoff made motion, seconded by Commissioner Brown and unanimously carried to approve the application as submitted.

It came for discussion under New Business a Tree Removal for the property located at 411 St. Augustine Avenue, Tax Parcel 0512R-01-066.000, Submitted by Clyde Pamjoerin, as follows:

MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

OFFICE USE ONLY
Date Received 10-16-23
Zoning R-1
Agenda Date 10-26-23
Check Number 307

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

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

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

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

TODAY'S DATE: 10/13/23

PROPERTY INFORMATION

TAX PARCEL # 0512R-01-0660000
Address of Property Involved: 411 St. Augustine Ave
Property owner name: Clyde P. Pamperin
Are you the legal owner of the above property? Yes No If No, written consent from the owner is needed. Please provide a statement that no person, not listed on this application, has any interest in the title in or to the property.
Property owner address: 411 St. Augustine Ave
Phone No. (228) 731 3917

CONTRACTOR OR APPLICANT INFORMATION

Company Name: Taylor Tree Co.
Phone No. 228 760 1573 Fax: _____
Name: Stacy Herring
Address: 7200 Hollee Dr, Biloxi, MS 39532

PERMIT INFORMATION

Permit for: Removal Trimming Pruning

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

35% decay - cavity - poor growth
shape - overcrowding - larger
live oak
(use separate sheet if needed)

Number of Trees:

1 Live Oak _____ Southern Magnolia

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

Signature [Signature] Date 10/15/23

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

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

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

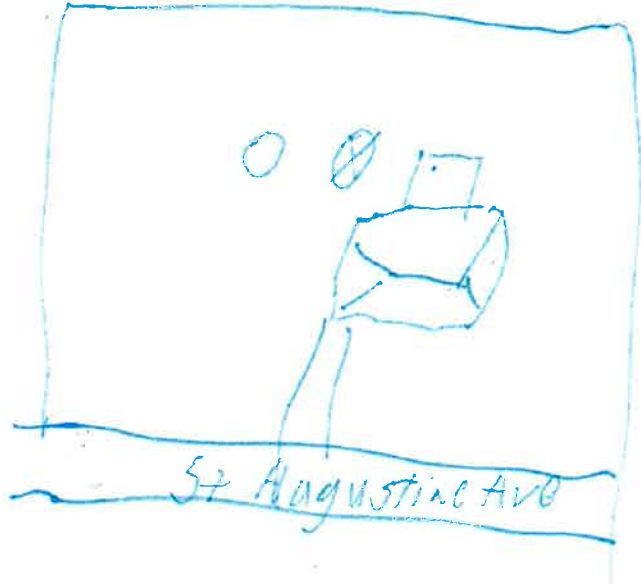
jt OWNERSHIP: Please provide a recorded warranty deed.

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

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

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

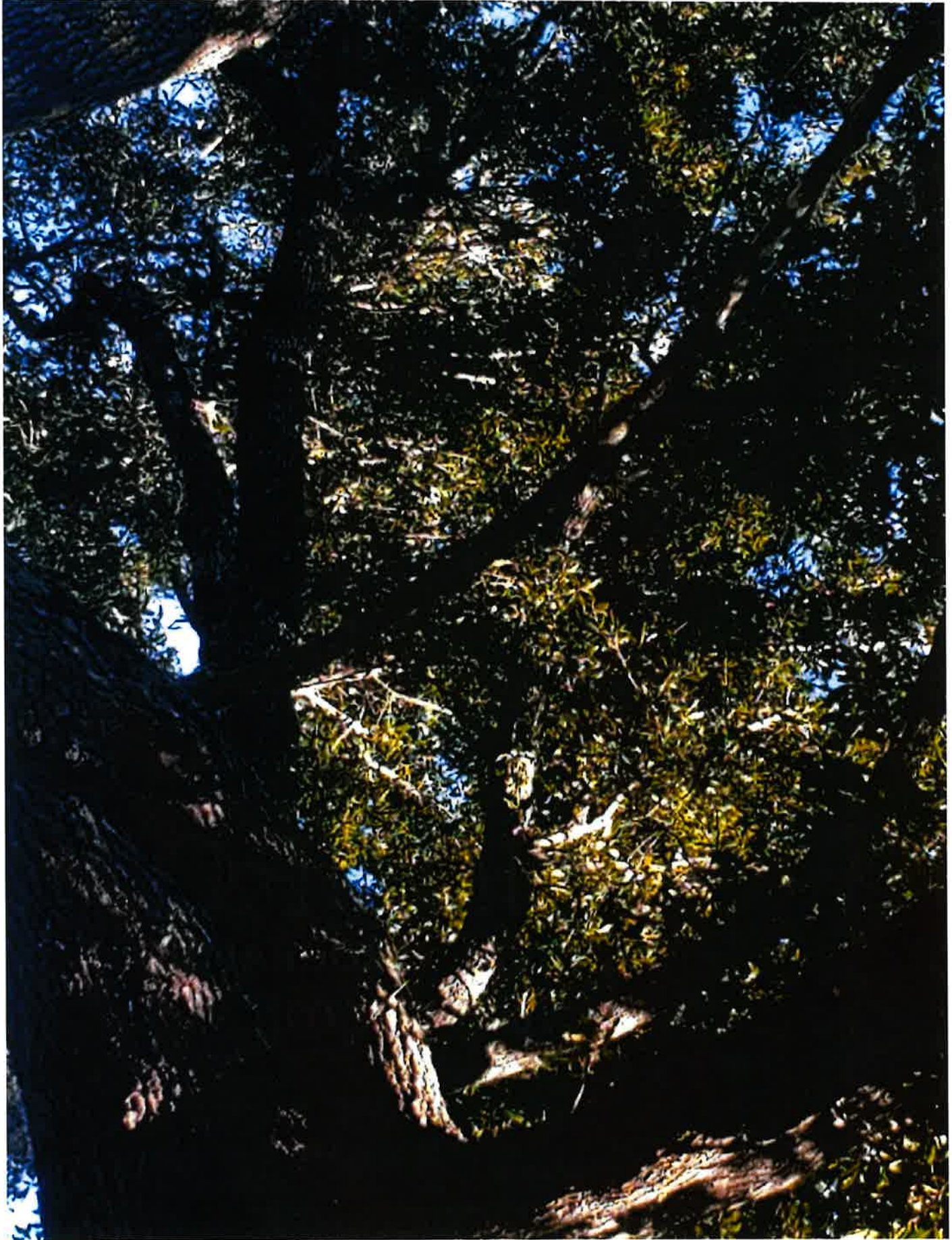
**MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



Index as: Index A-1, Lot 65, Block B, Green Acres B/D, First Judicial District of Harrison County, MS

Prepared by: **and Nature LLC**
Delta Title - Gulfport
14114 Cuddeback Blvd., Suite 101
Gulfport, MS 39503
(228) 235-0617

State of Mississippi
County of Harrison

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and sum of Ten and 00/100 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, William Albert Lapore and Samantha Lapore, 1871 Blvd 575 East, Clarksfield, UT, 84015, (801) 756-0195, do hereby sell, convey and warrant unto Chyler Pamparts and Alisa Pamparts, as joint tenants with full rights of survivorship, not as tenants in common, 411 St. Augustine Ave, Long Beach, MS 39060, (601) 810-0133, 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:

Lot Sixty-five (65), Block B, Green Acres Subdivision, a subdivision according to the 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, recorded in Plat Book 33 of Page 66 thereof, reference to which is hereby made in all of and as a part of this description.

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

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

File No.: 18-048

WITNESS OUR SIGNATURES, on this 19th day of September, 2018.
X *William Albert Lapore* X *Samantha Lapore*
William Albert Lapore Samantha Lapore

State of Mississippi
County of Harrison

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, within the jurisdiction of which I signed William Albert Lapore and Samantha Lapore, who acknowledged to me that they executed signed and published the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this 19th day of September, 2018.

X *Tamara Hissbard*
TAMARA HISSBARD



My Commission expires: 05/02/2020
Parcel Number: 05128-01-006-000/PPM 00391

File No.: 18-048

MEMORANDUM

Date: October 19, 2023
To: City of Long Beach Planning Commission
From: Long Beach Tree Board
Re: Tree Removal – 411 St. Augustine Avenue

The Live Oak being considered for removal is leaning and has some trunk damage. The owner is also concerned with overcrowding and possible root issues. Another healthier Live Oak to the east of it will remain. The Tree Board has no objections.

MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

After discussion and upon recommendation by members of the Tree Board, Commissioner Suthoff made motion, seconded by Commissioner DiLorenzo and unanimously carried to approve the application as submitted.

It came for discussion under new business, a Tree Removal for the property located at 139 Richards Avenue, Tax Parcel 0711M-03-032-001, Submitted by Stephanie B. May, as follows:

MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

OFFICE USE ONLY
Date Received 10/16/23
Zoning R-1
Agenda Date 10/26/23
Check Number 2114

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

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

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

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

TODAY'S DATE: 9/25/2023

PROPERTY INFORMATION

TAX PARCEL # 0711M-03-032.001

Address of Property Involved: 139 Richards Ave LB

Property owner name: Stephanie B May

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

Property owner address: 139 Richards Ave LB 39560

Phone No. (228) 731-0513

CONTRACTOR OR APPLICANT INFORMATION

Company Name: _____

Phone No. _____ Fax: _____

Name _____

Address _____

PERMIT INFORMATION

Permit for: Removal Trimming _____ Pruning _____

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

Magnolia Tree - dead (use separate sheet if needed)

Number of Trees:

_____ Live Oak 1 Southern Magnolia

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

Stephanie B May
Signature Date

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

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

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

SBM OWNERSHIP: Please provide a recorded warranty deed.

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

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

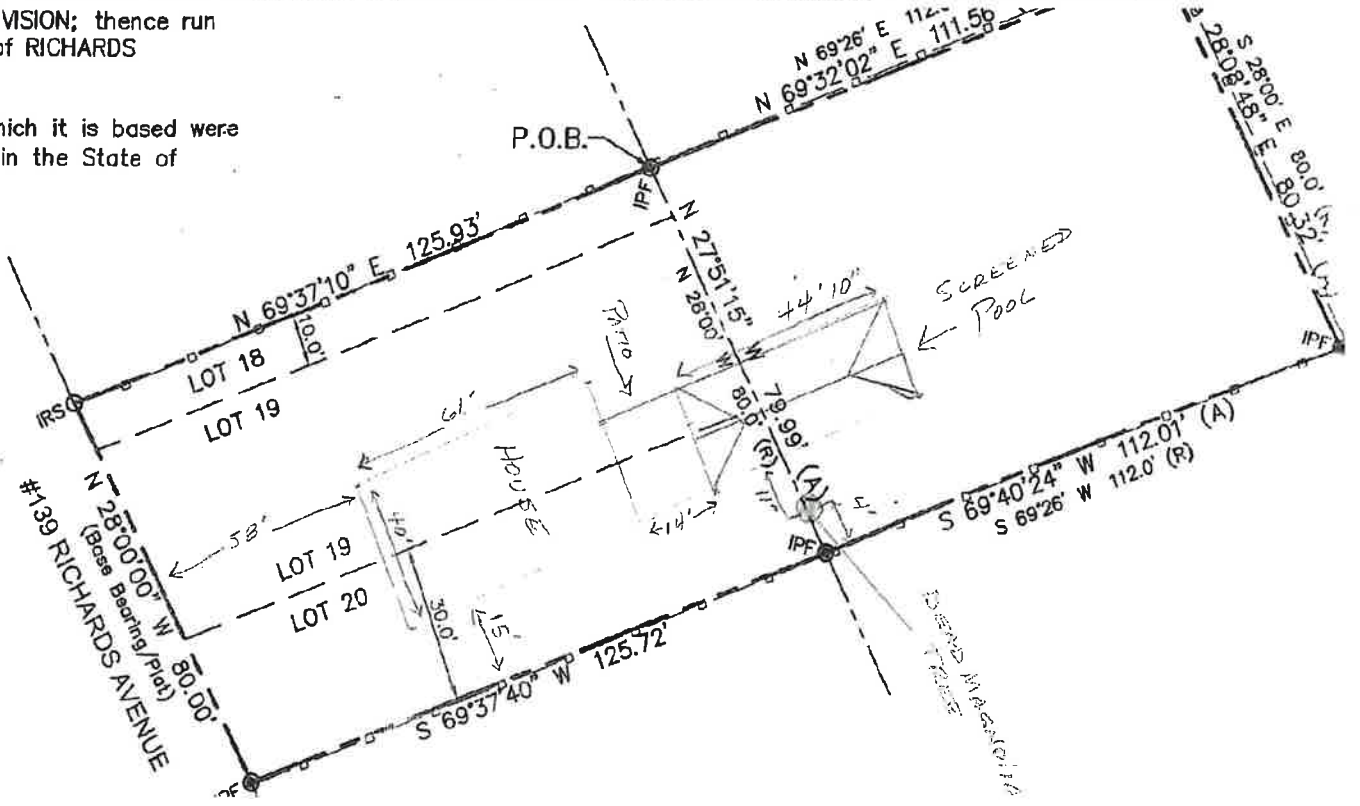
SBM MEETING: You must attend the Planning Commission meeting, not attending may cause your permit for tree removal to be denied or withheld.

MINUTES OF OCTOBER 26, 2023
REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

DIVISION; thence run
of RICHARDS

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**MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



Prepared by and after recording return to:
Michael B. McDermott, MS Bar No. 2379
P.O. Box 1000, Pearl, MS 39274
759 Vista Marche' Mall
Biloxi, MS 39530
(228) 374-2100

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

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

BRIAN KENT MILLER AND CYNTHIA FORB MILLER
308 Main Street
Bay St. Louis, MS 39520
(504)259-8947

do hereby sell, convey and warrant unto

STEPHANIE B. MAY
1000 Richards Drive
Long Beach, MS 39569
(228)731-0513

the following described real property, together with all improvements thereon, located in the First Judicial District of Harrison County, Mississippi, more particularly and certainly described as follows:

The South 10 feet of Lot 18, all of Lot 19, and the North 30 feet of Lot 20, Block 1, RICHARDS SUBDIVISION, City of Long Beach, First Judicial District of Harrison County, Mississippi, and also that certain parcel of land situated and being located in the Widow Luther Clark, City of Long Beach, First Judicial District of Harrison County, Mississippi, and lying immediately East of and adjacent to the above described and being more particularly described as:

Beginning at a point on the East line of Lot 18, Block 1, RICHARDS SUBDIVISION, which point is 100 feet Northwesterly of the Southeast corner of said Lot 18, thence run from said POINT OF BEGINNING, North 69°25' East along a line which would be an Eastern extension of a line 110 feet Northwesterly of the South line of said Lot 18, a distance of 112.0 feet, thence run South 28° East 80.0 feet and parallel to the East line of said Block 1 of RICHARDS SUBDIVISION, thence run South 69°25' West 112.0 feet to the East line of said

Page 1 of 2

Block 1 of RICHARDS SUBDIVISION; thence run North 19° West 88.0 feet along the East line of said Block 1 of RICHARDS SUBDIVISION to the POINT OF BEGINNING

DEEDING INSTRUCTIONS

This instrument is subject to all existing mortgages and encumbrances affecting said property on file and of record in the Office of the Clerk of the First Judicial District of Harrison County, Mississippi.

All taxes due for the year 2014 have been paid between the parties hereto and Co. Adjudicator to the extent as required by the Clerk's records, who will pay same when due.

WITNESSE my signature on this the 22nd day of December, 2014.

Brian Kent Miller
BRIAN KENT MILLER
Cynthia Forb Miller
CYNTHIA FORB MILLER

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the State of Mississippi, the said individual BRIAN KENT MILLER and CYNTHIA FORB MILLER, who acknowledge that they signed and delivered the foregoing instrument on the day and year therein set forth and mentioned.

GIVEN UNDER MY HAND, and official seal of office, on the 22nd day of December, 2014.

Michael B. McDermott
MICHAEL B. McDERMOTT
Notary Public

My Commission Expires
March, 2025
(228) 374-2100



55016

Page 2 of 2



Prepared by and after recording return to:
Michael B. McDermott, MS Bar No. 2379
P.O. Box 1000, Pearl, MS 39274
759 Vista Marche' Mall
Biloxi, MS 39530
(228) 374-2100

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

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

BRIAN KENT MILLER AND CYNTHIA FORB MILLER
308 Main Street
Bay St. Louis, MS 39520
(504)259-8947

do hereby sell, convey and warrant unto

STEPHANIE B. MAY
1000 Richards Drive
Long Beach, MS 39569
(228)731-0513

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Page 1 of 2

**MINUTES OF OCTOBER 26, 2023
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Block 1 of RICHARDS SUBDIVISION; shown on North 28th West 80.0 feet along the East line of said Block 1 of RICHARDS SUBDIVISION to the POINT OF BEGINNING.

INDEXING INSTRUCTIONS:

This instrument is subject to all restrictions, reservations and encumbrances affecting said property as file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

All relevant taxes for the year 2016 have been prorated between the parties hereto and the obligation to pay same is assumed by the Grantee herein, who will pay same when due.

WITNESS my signature and the seal of office, this 23rd day of December, 2016.

[Signature]
BRIAN KENT MILLER
[Signature]
CYNTHIA FORB MILLER

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority, a notary public in and for the aforesaid jurisdiction, the within named BRIAN KENT MILLER and CYNTHIA FORB MILLER, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein set forth and contained.

GIVEN UNDER MY HAND, and official seal of office, this 23rd day of December, 2016.

[Signature]
NOTARY PUBLIC

My Commission Expires
LUCKY ROSS
(REAL)



5204

Date: October 19, 2023
To: City of Long Beach Planning Commission
From: Long Beach Tree Board
Re: Tree Removal – 139 Richards Avenue

The Magnolia tree shows no signs of life at all. The owner states no foliage this past spring, and it seemed to decline over a few years. No objections.

After discussion and upon recommendation by members of the Tree Board, Commissioner Suthoff 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 822 East Beach Blvd, Tax Parcel 0712D-03-042.000, submitted by Charles and Loretta Koonce (owners) and Lynn Healy, Healy Real Estate Group (property manager), as follows:

**MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

CITY OF LONG BEACH, MISSISSIPPI		
APPLICATION FOR SHORT-TERM RENTAL		
PHYSICAL ADDRESS: 301 JEFF DAVIS AVENUE LONG BEACH, MS 39560	PHONE: (228) 863-1554 FAX: (228) 863-1558	MAILING ADDRESS: POST OFFICE BOX 929 LONG BEACH, MS 39563

PROPERTY INFORMATION:
 ADDRESS: 822 E. Beach Blvd. Long Beach, MS 39560 Tax Parcel # 07120-03-042
(Location of Short-Term Rental)

OWNER'S INFORMATION:
 Property Owner's Name: Charles & Loretta Koonce
 Property Owner's Address: 1921 Beaty RD San Angelo, TX 76804
 Property Owner's Mailing Address, if different from above:
N/A

Property Owner's Phone No. 325-656-7091 City _____ State _____ Zip _____
 Email Address: txinvest@aol.com

Is there a Homeowner's Association for the neighborhood? N If so, please provide written statement of support of short-term rental?

PROPERTY MANAGER INFORMATION:
 Property Manager's Name: LYNN Healy Healy Realty Group
 Property Manager's Address (Must be a local contact):
450 E. Pass RD Suite 3B Gulfport MS
 City _____ State _____ Zip _____
 Property Manager's Phone No. 288 297-8054 Email Address: lynnellsms@gmail.com

- PLEASE PROVIDE THE FOLLOWING:**
- Mississippi Sales Tax ID # 1395-9413
 - 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 663), ALL APPLICABLE CODES, ORDINANCES AND STATE LAWS. VIOLATION OF ANY CODES OR REGULATIONS SHALL RESULT IN THE SUSPENSION OR REVOCATION OF THE PERMIT.

Charles Koonce SIGNATURE 10/3/23 DATE
 PRINT NAME

BELOW IS FOR OFFICE USE ONLY			
Maximum Occupancy:	Maximum Vehicles allowed:	Number of bedrooms:	Number of people home can accommodate:
<u>24</u>	<u>8</u>	<u>8</u>	<u>24</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: Mary R. Hellick Date: 10/24/23
 Fire Inspector Signature: _____ Date: _____

COMMENTS: _____

Date Received: <u>10/18/23</u>
Agenda Date: <u>10/26/23</u>
Amount Due/Paid: <u>250.00</u>
Payment Method: <u>2201</u>

Tried to
Submit
application
on 10/4/23
would not
accept was
Given a copy
of Ordinance

MINUTES OF OCTOBER 26, 2023
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION



I Charles Koonce, owner of the property located at 822 E. Beach Blvd, Long Beach, Tax Parcel 07120-03-042.000 affirm that I am in compliance with building codes, deed restrictions and/or covenants, and have paid all applicable taxes, fees and other charges. I acknowledge that a violation of the ordinances of the City of Long Beach shall result in the suspension or revocation of the permit.

[Signature]
signature

10/3/23
date

Our File: B230518
Prepared by & return to:
Schwartz, Ogler & Jordan, PLLC
700 Box 4682, Biloxi MS 39535, 228-388-7441
STATE OF MISSISSIPPI
COUNTY OF HARRISON Index: City of Long Beach, Sec. Blk 5, Widow N. Ladrach Clark, Harrison County, MS, 1st JD.
WARRANTY DEED



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

KAREN C. APPELBY AND JOHN ERIC CORBAN AS CO-EXECUTORS FOR THE ESTATE OF MARGUERITE S. CORBAN, CHANCERY CAUSE NO. 24CH121-CV-01751-JP, AND
KAREN C. APPELBY AND JOHN ERIC CORBAN AS CO-EXECUTORS FOR THE ESTATE OF MARGARET H. CORBAN, CHANCERY CAUSE NO. 24CH121-CV-02060-JP,
c/o P.O. Box 1717, Gulfport, MS 39001, 228-863-6727,
do hereby sell, convey and warrant unto
CHARLES KOONCE AND LORETA KOONCE,
822 E. Beach Boulevard, Long Beach, MS 39560, 325-656-7097,

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:

See Attached Exhibit "A".
Together with any and all legal and/or equitable rights, appurtenances and improvements thereto belonging.
SUBJECT to all rights, title and interests that might be outstanding to the general public, State of Mississippi, Federal Government and/or Local Governments, in that portion of the land lying North of the Seawall and South of the North Right of Way of U.S. Highway 90 aka E. Beach Boulevard.

THE WARRANTY expressed in this deed is limited to that portion of the property described herein lying North of the right of way line of U.S. Highway 90 aka E. Beach Boulevard.

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

TAXES for the current year have been provided as of this date and are hereby assumed by the Grantees herein.

IN WITNESS WHEREOF, Karen C. Appelby as Co-Executor for the Estate of Marguerite S. Corban and Karen C. Appelby as Co-Executor for the Estate of Margaret H. Corban has caused this conveyance to be executed in her representative capacity, after having first been duly authorized to cause, on this the 15 day of July, 2023.

Estate of Marguerite S. Corban
BY: [Signature]
Karen C. Appelby, Co-Executor
Estate of Margaret H. Corban
BY: [Signature]
Karen C. Appelby, Co-Executor

STATE OF ILLINOIS
COUNTY OF Cook

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Karen C. Appelby, who acknowledged that she is Co-Executor for the Estate of Marguerite S. Corban and for the Estate of Margaret H. Corban, and in her act and deed, she signed, sealed and delivered, the above and foregoing instrument of writing on the day and in the year therein mentioned, in her representative capacity after having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE this the 25 day of July, 2023.



My Commission Expires:
09-22-2027

MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

IN WITNESS WHEREOF, John Eric Cochran as Co-Executor for the Estate of Margaret H. Cochran and John Eric Cochran as Co-Executor for the Estate of Margaret H. Cochran have caused this conveyance to be executed in his representative capacity, after having first been duly authorized to do so, on this 21st day of July, 2023.

John Eric Cochran
BY: [Signature]
John Eric Cochran, Co-Executor
Margaret H. Cochran
BY: [Signature]
John Eric Cochran, Co-Executor

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned Notary Public in and for the jurisdiction of said State of Mississippi, John Eric Cochran, who acknowledged that he is the Co-Executor for the Estate of Margaret H. Cochran and for the Estate of Margaret H. Cochran, and as his act and deed, the said seal and published, of the above and foregoing instrument of writing on the day and in the year first so mentioned, in his representative capacity after having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE this 21st day of July, 2023.

[Signature]
NOTARY PUBLIC

My Commission Expires:



EXHIBIT "A"

That certain parcel of land situated in the Widow N. Ladner Clutm in the City of Long Beach, First Judicial District, Harrison County, Mississippi, more particularly described as follows, to-wit:

Commencing at the waters edge of the Mississippi Sound at the Southwest corner of the property formerly of Crosland, said point being 8664.6 feet East of the West line of said Widow N. Ladner Clutm; thence run North 28° West along the West line of property formerly of Crosland to a point on the North line of U.S. Highway 90, thence continue North 28° West a distance of 760.95 feet to the South line of Chimney Cross Subdivision, thence run South 61° 51' 28" West along the South line of Chimney Cross Subdivision a distance of 190.63 feet, thence run South 27° 59' East along the East line of the property formerly of Reynier a distance of 132 feet, more or less, to a point on the North line of U.S. Highway 90, said point being South 87° 21' 56" West 192.63 feet from the point of intersection of the North line of said Highway and the West line of property formerly of Crosland, thence continue South 27° 59' East to the water's edge of the Mississippi Sound, thence run Easterly along the water's edge of the Mississippi Sound a distance of 192 feet, more or less, to the Point of Beginning. Being part of the property conveyed by Bevan to Cochran by Deed recorded in Book 1071, Page 316 of the Deed Records, First Judicial District, Harrison County, Mississippi, together with all riparian and littoral rights thereunto belonging.

Parking Rules at "Oak Haven"
822 E. Beach Blvd. Long Beach, MS 39560

Rental Can Accommodate up to 6 vehicles . There is a 4 car Garage on the side of the house and a parking pad with a circular drive. NO on Street parking will be allowed. Per city requirements.

Tenant

Date

MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
ATTENTION VACATIONERS TRASH
PICKUP IS ON Monday

Local city ordinance does not allow you to place trash out by the curb more than 24 hours before pick up.

Carts should be placed outside by 6am on your day of service. The cart should be placed curbside with the handle facing your home. It should be placed at least two feet from vehicles, shrubbery, fire hydrants, mailboxes, etc.

Trash (limbs, clippings, bulky items like furniture, etc) should be placed by the curbside. All leaves and grass should be bagged.

What items can be recycled and how should they be disposed of?

CAN: Aluminium cans, plastic products (rated #1 to #3 - bottles, jugs, etc.), clean pizza boxes, garden plastics, flattened cardboard boxes, empty containers, glass and paper products such as newspapers, magazines, phone books, etc.

CANNOT: Plastic bags, foam, Styrofoam containers, wire hangers, windows, mirrors, ceramic or Pyrex dishes, organic or food waste, electronics, paint, pesticides, cleaners, waxed cardboard, needles or syringes, scrap metal or hazardous waste
* Rinse all aluminium, glass and plastic recyclables before placing them in your cart.
* It is not necessary to remove labels from metal, glass, plastic jugs, cans and/or jars.
* Recyclables should be put loosely in your HCUA provided cart. Do not bag them.

Acknowledgement of Trash Management: For 822 E. Beach Blvd, Long Beach MS 39560

Tenant Date



OWNER / PROPERTY MANAGEMENT AGREEMENT (Vacation Rental)

Owner/Lessor Information: Name(s) Charles + Loretta Koonce
Mailing address (Where would you like your statements/checks sent?)
Daytime phone Evening phone
E-mail address: vinvest02@aol.com
SSN# or IEN# (for year-end tax statement purpose only)
Secondary emergency contact (name, cell phone and email)
Lessor's homeowners insurance policy insuring PREMISES as a rental property
Policy name, Policy #, Policy phone # See Attached Policy

Vacation Rental Information:
Style of Home (house, condo, cabin, etc) 2 Levels in Home:
Approx. Sq. Footage 1609 How many bedrooms? 7 How many beds? 12
Coverage 30x50ft / driveway / 10' x 10' deck - front of house
Location and style of beds: Bedroom #1 Bedroom #2 Bedroom #3 Bedroom #4 Bedroom #5 Bedroom #6 12x50"
Additional beds (include pull-out sofa, roll-away beds, etc.)
Maximum # of occupants (# of people the home sleeps): # 12/14

Page 1 / 14 Lessor Initials (C.K.) S.R.

How many full bathrooms? # 7 How many half bathrooms? # 1
Sound system/stereo? Air conditioning? Fireplace? Cable TV?
Wireless internet? Internet network: SPARKLIGHT password:
Fenced yard? Deck/patio with furniture? (Yes) BBQ Grill (YES)
Parking? 4 CAR GARAGE, 2 OTHER

What can you tell us about your home and location that will make your listing more marketable? (List any special amenities or nearby attractions. Example: hot tub, gourmet kitchen, soaking tub, surround sound system, park nearby, biking or walking trails, etc.)

Trash company City of Gulfport Waste Management Day of pick up Monday
Water company City of Long Beach
Electric company MS Power
Home Owners Association Accord / ANNEZ...
Entry codes / Alarm information
Internet / cable company SPARKLIGHT
Other

Page 2 / 14 Lessor Initials (C.K.) S.R.

MINUTES OF OCTOBER 26, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

LEGAL CONTRACT AGREEMENT

BY THIS AGREEMENT made and entered into on 10/1/23, between HEALY REALTY GROUP, LLC, herein referred to as COMPANY, and Lynette Healy (print full name), herein referred to as OWNER/LESSOR(S). WITNESSETH in consideration of the mutual promises and covenants herein contained, the LESSOR and COMPANY agree as follows:

ARTICLE I EXCLUSIVITY AND LISTING PRICES

1. OWNER/LESSOR hereby agrees to employ HEALY REALTY GROUP, LLC as his/her exclusive agent for the rental and management of the property, until 10/31/24, after which time this Agreement may be terminated by either party upon 30 days written notice to the other party.

2. LESSOR represents to the COMPANY as follows: (a) The LESSOR is the sole owner and holder of marketable record title to the following described property, hereinafter referred to as the PREMISES and known and described as: 522 E Beach Blvd
City, State, Zip: Long Beach, MS 39506
Name for property listing: OK HAVEN

3. LISTING PRICE AND PARAMETERS:

Desired rental prices (high season): \$ TBD /night, \$ TBD /week, \$ TBD /month
Minimum booking length: (high season) _____ /night(s)
Acceptable minimum prices (low season): \$ _____ /night
LESSOR to allow approved pets: NO DOGS and/or CATS
LESSOR to allow smoking on PREMISES _____

Page 3 / 14 Lessor Initials (CH)
J.K.

ARTICLE II HEALY REALTY GROUP SERVICES

1. LESSOR hereby appoints Healy Realty Group to do the following: (a) institute and prosecute actions in the courts to recover rents and other sums due and when expedient, to settle, compromise and release such actions or suits; (b) institute and prosecute actions in the courts to recover other sums and damages as may be due to owner; (c) hire, discharge and supervise all labour and employees required for the operation and maintenance of the PREMISES; (d) make or cause to be made such repairs and/or alterations, and/or to have services performed to the PREMISES as may be advisable or necessary, and to purchase such supplies as may be advisable or necessary; (e) under such circumstances as the COMPANY shall deem to be an emergency, the COMPANY shall make every effort to contact LESSOR first, but if necessary, COMPANY is authorized at the expense of the LESSOR, to make or cause to be made such repairs and/or alterations to the PREMISES as may be advisable or necessary. If any repairs or replacements to the PREMISES are required, HEALY REALTY GROUP, LLC will contact LESSOR in advance ONLY if the amount is greater than \$150.00. Otherwise the cost for such repairs/replacements will appear deducted on the monthly statement, including receipts.

LESSOR initials (CH)

2. Debt/Credit Card on File—Authorization of Use LESSOR may agree to keep a debit/credit card on file with HEALY REALTY GROUP and authorize its use for emergency use only.

No, HEALY REALTY GROUP may not use a debit/credit card; however, they may contact my insurance company.

Yes, HEALY REALTY GROUP has authority to use the following info if I cannot be reached in an emergency.

VISA | MASTERCARD Card number: _____

Name on card: _____

Card billing address: _____

Exp date: _____ 3-digit security code: _____

Authorization signature: _____

Page 4 / 14 Lessor Initials (CH)
J.K.

3. COMPANY shall have the following responsibilities at the COMPANY'S expense: (a) to extend every effort to keep the PREMISES rented at the present rental rate, or at the highest rental rate, which the PREMISES will produce in the rental market; (b) to advertise the availability of the PREMISES for rent; (c) prepare, sign, renew and/or cancel leases; (d) to collect rents due or to become due and to give receipts;

(e) As part of HEALY REALTY GROUP'S service we will collect and pay the required lodging taxes, including local, county and state. The party that receives the rent is responsible for timely collecting and remitting of said taxes.

Because of this all reservations MUST GO THROUGH HEALY REALTY GROUP and all monies MUST BE COLLECTED BY HEALY REALTY GROUP SO THAT TAXES CAN BE COLLECTED AND PAID CORRECTLY. AS

a result owners may not book their condo and collect rent money directly. (f) HEALY REALTY GROUP will collect a "DAMAGE WAIVER" from all renters. The Damage Waiver covers accidental damage up to \$1500. Should any

damage or loss occur that exceeds \$1500.00 or that it is not covered by the Damage Waiver Insurance, the Owner will seek to recover said funds from either appropriate insurance policies, or by legal action against the party

who caused the damage (g) to render a monthly statement to LESSOR providing the following information: leasing fees and/or commissions deducted, and all amounts collected/dispensed. All rental monies will be paid to the

OWNER No later than the 15th of each month following the month of the collection. Monthly statements will include all rents collected, the total amount of the commission and other OWNER expenses.

1099 Miscellaneous Income Forms will be sent out to each Owner prior to January 31, of the next year. IT IS THE OWNER'S RESPONSIBILITY TO MAINTAIN STATEMENTS & 1099'S ONCE THEY ARE MAILED. There will be an

additional fee assessed to owners that require duplicate paperwork.

LESSOR initials (CH)
A/C Filters will be changed and bleach added if applicable (once a month during the hot months and every other month during the cold months) at a charge of \$10.00 (Approximately 10 times per year.)

***** I choose to have HEALY REALTY GROUP change my filter. LESSOR initials (CH)

***** I choose not to have HEALY REALTY GROUP change my filter. LESSOR initials _____

Page 5 / 14 Lessor Initials (CH)
J.K.

**MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

ARTICLE III. LIABILITY

The LESSOR shall indemnify and hold COMPANY harmless from all damages suits in connection with the management of the PREMISES and from liability from injury suffered by any employee or other person whomsoever, and to carry, at LESSOR'S expense, necessary public liability insurance in such an amount as to be adequate to protect the interests of the parties hereto, which policies shall be so written as to protect the COMPANY in the same manner and to the same extent they protect the LESSOR, and will name the COMPANY as co-insured. The COMPANY also shall not be liable for any error of judgement or for any mistake of fact or law, or for anything which it may do or refrain from doing hereinafter, except in cases of willful misconduct or gross negligence. LESSOR understands that HEALY REALTY GROUP shall not be liable for loss of funds or personal property resulting from theft, bank failure and bank closing or other causes beyond Agents control.

LESSOR Initials (CS)

LESSOR understands that HEALY REALTY GROUP, LLC is not responsible for any lost, stolen, or damaged items.

LESSOR Initials (CS)

LESSOR understands that rental properties will undergo a basic wear/tear to carpet, walls, etc.

LESSOR Initials (CS)**ARTICLE IV. COMPANY'S FEES**

1. The LESSOR agrees to pay the COMPANY a commission of 20% of the gross rents (Before the Channel Fee is Taken from the gross Rents . Example: \$210.00 Vrbo Fee is 6% / \$10.50 / Healy Realty is 20% 42.00 Owners pay is \$157.50 . Rents collected in each calendar month (which shall be deducted from rents collected) on any lease Agreement that is for a term of less than 60 (sixty) days. Owner reservations will be charged a cleaning fee. If the guest is an owner referral HEALY REALTY GROUP'S compensation will be 15%. **ALL RESERVATIONS MUST GO THROUGH HEALY REALTY GROUP**

The Rental Agreement will require a "Cleaning Fee" from the renters that will cover the cost of cleaning your property between rentals. If the Owner or their guests occupies the property prior to a renter, and the property requires cleaning, the fee for that cleaning will be deducted from the Owner's proceeds

Page 6 / 14 Lessor Initials (CS)CS**ARTICLE V. OWNER'S RESPONSIBILITIES**

1. The LESSOR agrees to pay the COMPANY a commission of 20% of the rents collected in each calendar month (which shall be deducted from rents collected) on any lease Agreement that is for a term of less than 60 (sixty) days.

2. The PREMISES is is not subject to a mortgage. If under mortgage, LESSOR certifies that all payments and other terms of the mortgage are current and LESSOR is not in default under any of the provisions of the mortgage. If LESSOR should fail to make any payment under the mortgage when due, or otherwise be in default under the terms of the mortgage in the future, LESSOR will notify COMPANY within 10 (ten) days of said failure to make payment or default.

3. LESSOR agrees to give COMPANY 2 (two) keys to the primary door(s) of PREMISES.

4. LESSOR hereby agrees to allow HEALY REALTY GROUP to do the following in order to effectively market the property: (a) place a HEALY REALTY GROUP sign on property lot; (b) list property on website HEALY REALTY GROUP Website; (c) Owner will need to attach a lockbox to the home that is clearly visible to guests. Healy Realty will have access to this box to change codes (codes are changed after every guest)

5. LESSOR Agrees not to accept ANY Direct bookings and Payments from ANY Guest . All Reservations must go through HEALY REALTY GROUP . (To prevent double-bookings and in consideration of all HEALY REALTY GROUP'S intensive marketing efforts and expenses) **ALL RESERVATIONS MUST GO THROUGH HEALY REALTY GROUP**

It is understood that all rental reservations procured by HEALY REALTY GROUP are the property and are controlled by HEALY REALTY GROUP, which in its sole discretion, retains the absolute right to reassign reservations as they deem necessary.

The owner authorizes HEALY REALTY GROUP to accept reservations up to one year in advance, except for excluded dates as submitted by Owner in writing to HEALY REALTY GROUP. The Owner's reservation shall be subject to existing reservations previously confirmed to renters. Page 7 / 14 Lessor Initials (CS)

CS

6. LESSOR hereby agrees to do the following: (a) reimburse the COMPANY promptly for any monies the COMPANY might elect to advance for the account of the LESSOR. Nothing contained herein, however, shall be construed to obligate the COMPANY to make any such advances; (b) pay \$150 to COMPANY together with court costs if a separate suit for recovery of other sums and damages should become necessary.

7. LESSOR understands that all rental reservations procured by HEALY REALTY GROUP are the property of and are controlled by HEALY REALTY GROUP, which, in its sole discretion, retains the absolute right to assign or reassign reservations as they deem necessary.

8. LESSOR hereby agrees to inform HEALY REALTY GROUP immediately in writing if a purchase and sale agreement is entered into, and LESSOR agrees to require a minimum of 60 days from the time of acceptance of an offer to the close of the contract. LESSOR agrees to honour all bookings that are previously secured through the closing date of the contract.

9. LESSOR agrees to supply home with BASIC GOODS LIST and SOFT GOODS LIST, as follows on page 9-11.

10. COMPANY will restock SOFT GOODS LIST as needed.

10. For Vacation Rentals, cleaning fees will be paid by the Guests. However, LESSOR will have a Mandatory property deep cleaned before the high rental season begins (June 1st). The cost is a minimum 3 times the regular cleaning fee plus the cost to professionally clean Comforters, Rug, and Carpets.

LESSOR Initials (CS)Page 8 / 14 Lessor Initials (CS)CS

MINUTES OF OCTOBER 26, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

11. LESSOR will agree to contact HEALY REALTY GROUP in advance in order to reserve (block out) any available dates for private use of the PREMISES. LESSOR will agree that once a property has been reserved by a guest, the PREMISES is not available to LESSOR. LESSOR also agrees that if this contract article is broken, the LESSOR will pay a fine to HEALY REALTY GROUP in the amount of one night's stay of the property and any additional expenses needed to compensate guests for a similar rental and/or travel expenses. LESSOR Initials (CZ)

Page 9 /14 LESSOR Initials (CZ)
S.K.

SOFT GOODS LIST

REQUIRED for each Vacation Rental. Our guests are accustomed to a higher standard of service, which is why the items below are required of all HEALY REALTY GROUP vacation homes. Happy guests will rent your home again. (See agreement below)

- | | |
|---|--|
| <input type="checkbox"/> Paper towels (one per rental) | <input type="checkbox"/> Laundry detergent / PODS are easier |
| <input type="checkbox"/> Dish soap | <input type="checkbox"/> Disinfectant spray |
| <input type="checkbox"/> Dishwasher soap | <input type="checkbox"/> Salt and pepper and other spices |
| <input type="checkbox"/> Sponge/dish cloth (one per rental) | <input type="checkbox"/> Coffee filters |
| <input type="checkbox"/> Tissue/Kleenex (one per bathroom) | <input type="checkbox"/> Trash bags kitchen & bathroom |
| <input type="checkbox"/> Toilet paper | <input type="checkbox"/> Liquid hand soap (one per bathroom) |
| <input type="checkbox"/> Optional goods: air freshener etc. | <input type="checkbox"/> Shampoo/conditioner/body soap |

SOFT GOODS AGREEMENT: HEALY REALTY GROUP ensures the above items to each of your guests. If any of the above items need to be restocked for a rental, HEALY REALTY GROUP will automatically restock supplies at the \$25.00 Per stay fee paid by the guest.

OWNER SIGNATURE 

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S.K.

BASIC GOODS LIST (REQUIRED in property by OWNER for a HEALY REALTY GROUP Vacation Rental)

Emergency

- First-aid emergency kit Flash light, fire extinguisher (highly recommended)

Entertainment

- Internet (if location allows) Optional: cable (highly recommended)
 Books for kids/adults Games/puzzles/toys

Bedrooms

Two sets of matching sheets (in good condition) per bed, and any additional sleeping areas (pull-out bed, futon).

- | | | |
|---|---|--------------------------------------|
| <input type="checkbox"/> Mattress cover/pad | <input type="checkbox"/> Ten hangers per closet | <input type="checkbox"/> A/C or fans |
| <input type="checkbox"/> vacuum (if carpet) | <input type="checkbox"/> Two extra pillows and extra blanket per bedroom. | |
| <input type="checkbox"/> Pillow protective covers (one per sleeping pillow) | | |

Optional: Alarm clock, reading lamp, iron/ironing board, robes, crib, changing table

Bathrooms

- Two towels per guest Two washcloths per guest Hairdryer Two hand towels per guest
 One bathmat per bathroom One small garbage can per bathroom Q-tip/makeup pad jar

Kitchen

- | | | |
|---|---|---|
| <input type="checkbox"/> Two dish towels | <input type="checkbox"/> Wine/bear opener | <input type="checkbox"/> Can opener |
| <input type="checkbox"/> Two hot pads | <input type="checkbox"/> Spatula | <input type="checkbox"/> Two cooking spoons |
| <input type="checkbox"/> Two large saucepans with lids <input type="checkbox"/> One large frying pan with lid | | |
| <input type="checkbox"/> Two mixing bowls (1 large, 1 medium) <input type="checkbox"/> Broom and dustpan | | |
| <input type="checkbox"/> Dinner plates # (same as max occupants) <input type="checkbox"/> Salad plates # (same as max occupants) | | |
| <input type="checkbox"/> Bowls # (same as max occupants) <input type="checkbox"/> Cutlery sets # (same as max occupants) | | |
| <input type="checkbox"/> Water glasses # (same as max occupants) <input type="checkbox"/> Wine glasses # (same as max occupants) | | |
| <input type="checkbox"/> Cookie sheet <input type="checkbox"/> Colander | | |
| <input type="checkbox"/> Two serving spoons <input type="checkbox"/> Chef knives | | |

Page 11/14 Lessor Initials (CZ)
S.K.

MINUTES OF OCTOBER 26, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

- Coffee mugs Coffee maker
- Toaster Cutting board
- Dishwasher or dish rack Ice cube trays (if no ice maker)
- Measuring cups Measuring spoons Optional items: whisk, roasting pan, scissors, casserole dish, steak knives, salad bowl, ice cream scoop, blender, Tupperware, crock pot, vegetable peeler, high chair, booster, dog dish, children dishes and utensils etc.

Outdoor Space

- Barbeque Tongs Cleaning brush patio/outdoor furniture outdoor play area
- pooper scooper if you allows pets

Beach Items : Optional (These could help rent your home for those fly in)

- 2 Beach Chairs, Beach Wagon, Beach umbrella, Ice Chest, Sand toys, beach towels

Page 12/14 LESSOR Initials (LS)

LS

PREPARING YOUR HOME FOR VACATION RENTALS

Although your home is likely already furnished and decorated, you'll have to find a balance between personal convenience and guest comfort if you begin renting it to travelers.

First, walk through your home and remove any irreplaceable or valuable items. You can create a lockable closet in your home for storing personal items and extra supplies. The rest of your home should be free of personal effects and clutter. In addition to removing and locking away personal items, it's also important to add the items that travelers expect to find in a HEALY REALTY GROUP vacation rental home. (See the required list of BASIC GOODS and SOFT GOODS above.)

The Kitchen

Many travelers choose to stay in a vacation rental over a hotel because of the kitchen. A home or condo with a full kitchen gives families yet another place to gather and allows them to save money by not having to eat every meal at a restaurant. However, in order to boast a "fully-stocked" or "fully-equipped" kitchen at your vacation home, you need to at least provide the essentials listed on our BASIC GOODS LIST.

The Bedrooms

All vacation homes should have quality and ample bedding. This means at least three sets of sheets for each bed, pillows with pillow protectors, extra blankets, and mattress pads. Also consider supplying an alarm clock and reading lamp on a bedside table in each bedroom.

The Living Area

Your living area should have comfortable seating for at least the number of people that you sleep. You should also provide a TV large enough for guests to watch from across the room (27" or larger) with at least basic cable, and a DVD player or at the very least a VCR. A couple decks of cards and a board game or two for rainy days is a nice idea.

The Bathrooms

Renters expect the bathrooms to be spotless. They also demand quality towels. Provide at least 2 bath towels, 2 hand towels, and 2 washcloths per guest. We need a minimum of 6 towels / washcloths per guest to rotate. Also, provide a bathmat and a small garbage basket.

Page 13/14 Lessor Initials (LS)

LS

Overall Home

Your home should be deeply cleaned before your guests' arrival. Please call HEALY REALTY GROUP if you would like us to pre-clean your home. We will need at least a 72-hour notice. Also, create a list of tips/instructions specific to your home including an internet password.

Please initial here showing that you agree with these preparations and will ensure they are completed before your first rental. LESSOR Initials (LS)

ARTICLE VI.

All rights, remedies and liabilities herein given to or imposed upon any of the parties hereto shall extend to and bind their heirs, executors, administrators, successors and assigns. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

Please SIGN AND DATE to acknowledge an understanding of and an agreement to this contract.

Date: 10/27/23

LESSOR (Owner) [Signature]

LESSOR (Owner) [Signature]

BROKER HEALY REALTY GROUP [Signature]

Additional terms, conditions or special requirements:

Please complete contract with required signatures and initials, initial the bottom of each page

Page 14/14 Lessor Initials (LS)

LS

MINUTES OF OCTOBER 26, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

I. BOOKING A PROPERTY

1. RESERVATION PAYMENT REQUIREMENTS:

- a. Initial payment of the booking will be the acceptance of the terms and conditions within the Short Term Rental Agreement
- b. 50% of the reservation is due at the time of the reservation. The balance must be paid in full thirty (30) days prior to arrival date. Reservations made within 30 day of the arrival date require payment in full upon booking. If the balance is not paid by this deadline the reservation may be cancelled by Agent/Broker.
- c. Property Damage Protection and/or a refundable security deposit is required at the time of the initial payment.
- d. Cleaning fees apply to all reservations and vary based on the size of the unit (\$140 - \$450).
- e. Reservation fees apply to all reservations and vary based on the size of the unit (\$40 - \$200).
- f. Taxes of 12%
- g. Payment of the balance is accepted by Visa, MasterCard, and Discover
- h. No Personal Checks are accepted.
- i. Healy Realty Group, LLC reserves the right to cancel any reservation subject to issuing a full refund.

2. SECURITY - The primary credit card or any other type of credit card provided for payment may be used as a form of security by Agent/Broker for any Renter fines, fees, or additional services due to Renter neglect, misuse, or damage.

3. OCCUPANCY - Renter(s) understands that Agent/Broker will only accept reservations from responsible adults 25 years of age or above. We do not allow persons under 25 to occupy a property unless accompanied by someone over 25 years of age. Renter(s) who initiates rental agreement will remain responsible for all other guest(s), children, or visitors during occupancy of subject property.

- a. Renter agrees that the premises shall be occupied by no more than the number of people paid for and stated herein. The renter may entertain a maximum of 4 visiting guests. No visiting guest may sleep overnight in the accommodation. The Agent/Broker also reserves the right to terminate the rental agreement immediately without refund of rental fees and deposits. Please notify the rental office at least 24 hours prior to arrival if your guests count changes. The Renter must be present at all times while guests are on the rental property.

- b. **CHECK IN TIME IS 4:00 PM** - Agent/Broker will use every resource available to have the Property ready for Renter occupancy at noted check-in time, however; Agent/Broker cannot guarantee the exact time of occupancy due to possible interruptions. No concessions, rate reductions, or refunds will be made for postponed occupancy due to conflicts out of Agent/Brokers control.

- c. **CHECKOUT TIME IS 10:00 AM** - Checkout is strictly enforced so that the Agent/Broker has adequate time to prepare the rental property for the next scheduled guest. Please follow the checkout instructions included in the Guest Information Book located within the rental home. Excess cleaning will incur an additional charge from your security deposit. Unless prior permission is granted, late checkouts will incur a \$50/half hour charge.

- d. Early arrival or late checkout may be available for an additional fee and must be pre-arranged. This option is not guaranteed.

- e. Pets are allowed in authorized properties only for a fee of \$25 per pet per day. No more than 2 pets are allowed in any property and breed/size may be restricted. Any pets in the properties without prior permission will result in immediate eviction and loss of security deposit.

- f. Garbage is to be secured by the Renter in plastic bags and placed in specified containers.

- g. Absolutely no tents, campers, trailers, boats, etc.

- h. Linens, towels and beach towels are provided by Owner.

- i. House parties, Family Reunions, Weddings, and other large gatherings are prohibited, unless arrangements have been made with our office and confirmed in writing. Overcrowding will result in immediate eviction without refund.

- j. Keys - An electronic door lock code or lockbox code will be in the Welcome Email, which is sent approximately one week prior to your arrival date. When you depart, if you have multiple key sets, please only place ONE key set back in the lockbox. Please place the second set on the kitchen counter, so as not to jam the lockbox.

4. RATES - Rates are subject to change without notice based on season and/or occupancy levels. Once a Renter has secured a rate it will not change unless the reservation is modified by the Renter(s).

5. CONFIRMATIONS - Reservation confirmation will be sent via email to Renter(s). Please read the confirmation for accuracy: Occupancy dates, pricing, mailing address, phone/e-mail contact information, and any other accommodation requests. Information changes and/or errors should be reported within 24 hours of confirmation.

6. CANCELLATION - All Cancellations must be completed in writing (Email, or Certified Mail). Cancellations are not considered complete until Renter(s) receives confirmation email from Agent/Broker. Must be made 30 days prior to check in for 100% refund. Cancellations made within 30 days of arrival will forfeit security deposit, unless the unit is re-booked. Cancellations made within 15 days of arrival can rebook for the same unit within one year. NO refunds will be given. Unfortunately, we cannot issue refunds due to weather, hurricanes, red tide, and other acts of nature unless a mandatory evacuation is required, but we will be happy to rebook for the same unit within one year.

7. AVAILABILITY - If a property becomes unavailable prior to occupancy due to circumstances outside of Agent/Brokers control or prior knowledge due to: Termination from rental program, major mechanical failure, or loss of utility (Electricity, Gas, Water). Agent/Broker will provide Renter(s) a full refund without penalties. Any credit issued will be for the original amount collected.

8. REFUNDS - All eligible refunds will be issued to the credit card on file or by check. Cash Refunds are not available. Refunds or rate adjustments are not made for any inconveniences. No refunds or rent reductions will be made due to failure of appliances and/or equipment, early departures, delayed arrivals, or inclement weather.

9. INCLEMENT WEATHER OR Unexpected Emergency/ Covid-19- It is the Renter(s) responsibility to monitor the weather prior to arrival. Renter may contact the office to inquire about conditions understanding that Agent/Broker cannot predict the weather. If Renter becomes held over the full nightly rate will be charged for each additional night. It will become the Renter(s) responsibility to pay for any additional services requested. Renters arriving during this time and checking in understands they are proceeding at their own risk and should make the proper arrangements. Renters who do not show or depart early will be voluntarily forfeiting the reservation.

II. PROPERTY INFORMATION

1. LISTING INFORMATION - Property information and individual listings are believed accurate but cannot be guaranteed. We have made every effort to ensure that all the information on the Agent/Broker's website(s) is current & accurate. The possibility of errors and omissions exists. Our staff will be happy to confirm all data and information contained herein or will be glad to answer any questions you may have prior to booking your reservation.

2. ACCOMMODATIONS - All properties are privately owned, furnished, and equipped by the Owner. As such, the Agent/Broker cannot make any changes to the furnishings or equipment provided by the owner. Basic amenities include A/C, TV, INTERNET, (bed/bath) and full kitchen. Each property is cared for by a team and/or individual housekeeper and is always inspected within at least 10 days of arrival and immediately after departure. Furnishings are subject to change without notice. Under no circumstances is furniture, bedding, mattress pads, utensils or any other item supplied with the rental property to be taken out, transferred from one property to another rental property, moved, or rearranged. In certain areas of each rental property, there may be locked locations used by the property Owners for personal storage or for Housekeeping supplies. These areas are not included in this rental. Please do not move furnishings or tamper with locked areas, such behaviour will result in a fine starting at \$100.00 (or more depending on circumstances).

3. REPAIRS - SERVICE CALLS - EMERGENCY MECHANICAL FAILURE - Renter(s) understands and agrees that Agent/Broker cannot guarantee against mechanical systems failure during occupancy. Renter must report any inoperative equipment or needed repairs to the Agent/Broker's office as soon as possible. If the office is closed, call the after-hours information number provided. Non-emergency maintenance requests must be reported to the Agent/Broker between 9 AM and 5 PM for the same day response. Agent/Broker will make every reasonable effort to have repairs completed quickly & efficiently. Renter(s) understands and agrees that Agent/Broker, Agent/Broker's staff, and/or contractor of Agent/Broker may enter the rental property at any reasonable time to make any needed repairs or inspections.

4. CABLE TELEVISION & ELECTRONICS - All properties are privately owned and may have different subscription packages for cable or provide internet for streaming. It is the tenant's responsibility to remove all of their personal information from streaming channel services that may be used during the time of stay. Agent/Broker cannot guarantee any programs, events, or subscription levels. Renter(s) should not attempt to use Pay Per View services or remove any locked channels. Some properties are equipped with sophisticated electronics and stereo equipment. Please do not tamper with this wiring or modify configuration to add a gaming system or other devices. Renter(s) will be responsible for technical services calls to reconfigure wiring. Contact the Agent/Broker's office if there are any questions.

5. TELEPHONE & INTERNET ACCESS - Not all properties are equipped with a telephone line and number. If a telephone line is available, NO long distance calls can be made from the rental property's phone. All properties that are equipped with telephones based internet service and may experience service interruptions outside of Agent/Brokers control. Agent/Broker cannot guarantee the speed or proper operation of this amenity.

6. LINENS - A full supply of linens is provided in each property. Bed linens and bath towels are not changed during your stay unless requested. Bath towels should not be removed from the property or used for cleaning purposes. Stained, misused, or missing linens will be replaced at Renter(s) expense. A linen service and mid-stay cleaning service may be available. Contact the rental office for details. Note: Hand soap, toilet tissue, paper towels, and trash bags are provided but are not replenished during the rental.

MINUTES OF OCTOBER 26, 2023

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

- 7. GRILLS** - Properties equipped with outdoor cooking grills will use either propane or charcoal. Propane grills should be turned off after each use. Never use charcoal in a propane grill or move the grill to any other location. Charcoal grills should be cleaned out after each use. There will be a \$25.00 fee for grills used and not cleaned upon departure. We do not supply propane or charcoal. Please check prior to preparing to cook. Sometimes there is some left from the previous guest who just pays it forward. See property description to determine availability.
- 8. SWIMMING POOLS/SPAS**: Some vacation homes may be equipped with a pool and/or spa. Renters are responsible for the pool/spa use. No diving into the pool is ever allowed since serious injury, paralysis, or even death, could occur. Damage to the pool due to tenant misuse, will result in additional charges to the tenant. Children under the age of 18 are not allowed to use the spa without constant adult supervision. Temperature of the spa should NEVER be elevated above 104 degrees. Pregnant women and young children should not use the spa without first consulting a physician. Persons with injuries or medical conditions should consult a physician prior to using the spa. Extreme care should be taken to ensure that hair and clothing does not become entangled in the drain(s). Pets are never allowed in the pool/spa. All of our heated pools are set to approximately 81-83 degrees, and are included in the rental fee, unless otherwise noted. We will make every effort to ensure that your pool stays in the set range, however, we cannot be held responsible for extreme weather or inoperable equipment. Pool temperatures will probably stay around 75° during the winter months. Please note if cold days occur, water temperatures will drop and may stay cooler longer. Pool heaters will not operate and will automatically shut down if outside temperatures get too cold. While we take every precaution to ensure that pools are heated as specified, weather conditions may affect the temperature of the pool. Nothing can be done about this issue. Outdoor spas are not hot tubs. In the event of pool equipment malfunction during your stay, Healy Realty Group, will expedite repairs as quickly as possible. It may be necessary to close swimming pools for maintenance purposes. No refund or rent adjustment will be made for circumstances beyond our control, malfunctions or loss of use of equipment or amenities. We will make every effort to ensure that your pool stays in the set range, however, we cannot be held responsible for extreme weather or inoperable equipment.
- 9. NOISE ORDINANCE** - The City of The Gulf Coast have a strict 7AM-9PM noise ordinance. This ordinance pertains to any loud music or loud sounds coming from the property after this hour and pool use is not allowed after 9PM. If the police or rental manager is called due to the renters disturbing the peace we do reserve the right to terminate the rental agreement immediately. Any fines resulting from excessive noise will be the responsibility of the guest.
- 10. HOMES FOR SALE – REAL ESTATE SHOWINGS** – A property may be listed for sale at any time regardless of the status at the time the reservation was made. Renter agrees to allow real estate showings with a 24-hour notice Healy Realty Group will make every effort to limit interruptions during your stay. If a property is sold and no longer a seasonal rental home, Healy Realty Group will make every attempt to locate alternate accommodations. If alternate accommodations are not available, or not acceptable to the Renter, Healy Realty will cancel the reservation and provide a full refund.
- 11. CHECKIN AND CHECKOUT** - Renter agrees to follow all check-in and checkout procedures, and understands that the property must be left reasonably clean and undamaged. Renter understands that failure to follow the posted check-in and checkout procedures may result in additional fees. Agent/Broker reserves the right to further charge Renter for excessive cleaning and/or repairs. (Renter agrees to read all of the documents provided at check-in, as well as those printed in the information book and/or posted policies provided in the properties.)
- 12. Lost & Found**- We will not be held responsible for articles left behind upon your departure. If you leave something behind, please call our office and we will try to find it. Property unclaimed and left behind will be disposed of or given to charity.
- 13. HANDICAP ACCESSIBLE**: None of the Homes that we manage are handicap accessible.
- 14. PETS** If your Rental DOES NOT allow pets, there will be no exceptions. Any guest found with a pet will be evicted immediately and NO REFUND given. If we find evidence after the fact that you had a pet with you, your credit card will be charged a minimum of \$250.00. If you did not use a credit card to pay for your stay, your signature on this form indicates your agreement to accept financial responsibility for all charges. "Evidence" is defined as but not limited to pet hair, carpet stains and other damages to carpet, furniture and woodwork which indicate the presence of an animal. If your Rental DOES allow pets, Healy Realty Group MUST be notified PRIOR to check-in that a pet will be in the rental. The pet fee is a non-refundable per pet fee of \$25.00 per day per dog and we only allow dogs. There is a 2 dog maximum per home. This is NOT a damage deposit. Having a pet friendly rental is a rarity, so please abide by the rules. We ask that all of our guests be considerate of your Neighbours, if your dog is an excessive barker and there are complaints from them. We will notify you and the following will take place. (First will be a warning, Second notice is grounds for eviction.) I will be happy to give you a list of borders to call to board your pet. Please make sure that grooming and parasite treatment are done prior to your stay. Please do NOT leave your pet at home alone unless it is kept in a kennel. Upon your departure, if we find evidence that the cabin has fleas or there is damage from your pet, you will be charged for all repairs. In addition, if a guest has a dog that has long hair or sheds excessively, a minimum \$100.00 fee will be charged. The City of Long Beach & Gulfport does have a leash law. It is your responsibility to pick up after your pet in the yard and inside the house. Even if a pet stays there should be no evidence of a pet after your departure. The cleaning fee does not cover cleaning after your pet. If a pet smells, hair or damage is done. You will be billed for the extra cleaning or damage. Again Having a pet friendly rental is a rarity, so please abide by the rules.
- 15. INSECTS**: Each property is treated by a licensed pest control company on a regular basis. It is not uncommon to find bees, lady bugs, spiders, wood roaches, mosquitoes and other insects in and around the rental, as they seek the warmth inside or the wet weather. Please understand you are in the south, and you may occasionally have "uninvited guests". Refunds will not be given for visits from these "uninvited guests".
- 16. WHAT TO BRING**: We will provide towels and bed linens, a starter set of toilet paper, dishwasher detergent, paper towels, garbage bags and hand soap. Our fully equipped kitchens include basic appliances and basic pots and pans. Items you need to bring include but are not limited to your toiletries, hair dryer, bottled water, cooking spices, coffee filters, extra blankets, laundry detergent and a flashlight. Not all rentals include washers and dryers or irons and ironing boards. If your rental contains these items, they will be noted on the website. Sofa Sleepers are intended for children, not adults. No refunds or discounts will be given due to sofa sleepers. An additional minimum \$100 fee applies for units and hot tubs that require excessive cleaning. Dishes that are left unwashed upon final departure will be charged an additional fee. It is the renter's responsibility to wash them.

III. DISCLOSURE

- 1. BEHAVIOUR AND DISORDERLY CONDUCT - NOTICE**: There should be No drinking of alcoholic beverages by persons under the legal age of twenty-one (21) allowed. Should a Renter(s) or visitor of Renter(s) be arrested for underage drinking or use of any illegal substances while at the rental property, or should Agent/Broker or staff of Agent/Broker observe a Renter(s) or visitor of Renter(s) under the age of 21 consuming alcoholic beverages or performing illegal activity, this rental agreement will be terminated and the Renter(s) evicted at the discretion of the Agent/Broker. Illegal drug use is strictly prohibited. Kags are not permitted on any property at any time or for any reason. The local authorities will be contacted should Agent/Broker have to enforce any of the activities stated above.
- 2. SMOKING - SMOKING IS NOT PERMITTED INSIDE ANY PROPERTY!!!** All units are NON SMOKING. Any signs of smoking indoors will forfeit the security deposit, and a minimum of \$500.00 will be charged for additional cleaning and fumigation in the event evidence of smoking is found in a property.
- 3. INTERFERENCE** - Neither Owner nor Agent/Broker shall be liable for events beyond their control which may interfere with Renter(s) occupancy, including but not limited to acts of nature, governmental agencies, fire, strikes, war, inclement weather and/or construction noise from nearby sites. In the event of neighbouring construction, Healy Realty Group, LLC shall not be held responsible to provide any type of advance notification to Incoming Renters. NO REBATES, CONCESSIONS, OR REFUNDS will be offered in these circumstances.
- 4. AGENCY DISCLOSURE** - Healy Realty Group, LLC serves as the Agent/Broker & representative of all property owner(s) in its rental program, & is acting at all times, in and for the best interests of the property owner(s).
- 5. INDEMNIFICATION AND HOLD HARMLESS** - Renter(s) agree to indemnify and hold harmless the Owner & Healy Realty Group, LLC for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Renter(s) use & occupancy of the rental property. This includes, but not limited to, any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by Renter(s). The terms "Agent/Broker" & "Owner" as used in this Agreement shall include their heirs, successors in Interest, assigns, employees, agents, and representatives where the context requires or permits. The terms "Renter(s)", "Licensee of Renter(s)" as used in this Agreement shall include Renter(s) heirs, successors, assigns, guests, invitees, representatives and other persons on the rental property during Renter(s) occupancy (without regard to whether such persons have authority under this Agreement to be at the rental property), where the context requires or permits.
- 6. VIOLATING AGREEMENT & EXPEDITED EVICTION** - Agent/Broker may terminate this Agreement if Renter(s) violates any of the conditions set forth herein. Upon notice of termination of this Agreement, Renter(s) shall vacate the Premises immediately and forfeit all rents. A material breach of this Agreement by Renter(s), which, in the sole determination of the Agent/Broker, results in damage to the Premises, personal injury to Renter(s) or others, a breach of the peace, a nuisance to others, or a violation of criminal law or local code, shall be grounds for termination of Renter(s) tenancy. Violation of any of the rules contained herein will result in IMMEDIATE EVICTION & forfeiture of rent.

MINUTES OF OCTOBER 26, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

7. DENYING PAYMENT, ADDITIONAL FEES, or FINES - If Agent/Broker must obtain legal advice or counsel for matters arising from payment discrepancy involving a Renter(s) or Payment vendor such as a credit card company, Agent/Broker will seek rightful payment or collection. If disputes are transferred from Agent/Broker to a collection team or attorney, Renter(s) of record will become responsible for all charges proved to be their responsibility including cost of collection services.
8. DISPUTES - The renter agrees to be responsible for all damages in excess of this sum which will be determined if necessary by arbitration. The renter agrees that in the event of failure to agree by arbitration, proceedings will be held in the Harrison County Court. After your departure the accommodation is checked. The accommodation must be left in reasonable and clean condition or extra cleaning charges may be imposed. In the event that it is found that the accommodation incurred careless damage, requires excessive cleaning, or has missing items, the Renter acknowledges and agrees their credit card will be debited to replace said items at the fair market price. Customer agrees to pay reasonable attorney fees and all court costs and expense to enforce this agreement including appellate proceeds with or without legal proceedings.
9. CREDIT CARD GUARANTEE & ACCEPTANCE - By submitting a reservation over the Internet or by phone Renter has entered into a binding contract outlined by the Terms and Conditions of this Agreement. Upon submission Renter is authorizing Heely Realty Group, LLC to bill charges relating to the rental and use of property. Renter accepts and understands all liability and costs associated with damage due to Renter(s) negligence, misuse of property and/or missing items. Additional charges will be billed to the Renter(s) credit card kept on file for security. Renter(s) understands and agrees to the refund and cancellation policies outlined herein.
- 10 ENTIRE AGREEMENT - This agreement shall be governed and enforced according to the laws of the State of Mississippi. The prevailing party in any lawsuit to enforce any provision of this agreement shall be entitled to an award of attorney's fees, cost of expenses for mediation, arbitration and trial or appellate proceedings. This agreement contains the entire agreement of the parties. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. Renters cannot assign or transfer this agreement.

In order to confirm your reservation the signed rental agreement must be returned to our office prior to your stay. No access will be granted to the rental property without the signed rental agreement, no exceptions.

I have read, understood and agreed to the rental policies outlined above.

Tenants Name/ Date

Tenants Signature



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
10/04/2023

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Arde Insurance Group, Inc 750 E PASS RD Gulfport MS 39507 FAX (AG. No.): (228) 897-2405 E-MAIL ADDRESS: jennifer@ardeinsurancegroup.com CODE: _____ SUB CODE: _____ AGENCY CUSTOMER ID#: GPT012152018 INSURED Charles Koonce P.O. BOX 61714 SAN ANGELO TX 76906-1714	COMPANY Underwriters At Lloyds London 181 West Madison Street Chicago IL 60602 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">LOAN NUMBER</td> <td style="width: 50%;">POLICY NUMBER</td> </tr> <tr> <td></td> <td>VHV762529</td> </tr> <tr> <td>EFFECTIVE DATE</td> <td>EXPIRATION DATE</td> </tr> <tr> <td>07/31/2023</td> <td>07/31/2024</td> </tr> <tr> <td colspan="2" style="text-align: center;"> <input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED </td> </tr> </table> THIS REPLACES PRIOR EVIDENCE DATED:	LOAN NUMBER	POLICY NUMBER		VHV762529	EFFECTIVE DATE	EXPIRATION DATE	07/31/2023	07/31/2024	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
LOAN NUMBER	POLICY NUMBER										
	VHV762529										
EFFECTIVE DATE	EXPIRATION DATE										
07/31/2023	07/31/2024										
<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED											

PROPERTY INFORMATION

LOCATION/DESCRIPTION 822 E Beach Blvd Long Beach	Harrison	MS 39580
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THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION	PERILS INSURED <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPECIAL <input type="checkbox"/>	
COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Dwelling (Cov. A)	1,650,000	5%
Other Structures (Cov. B)	165,000	5,000
Personal Property (Cov. C)	248,000	5,000
Loss of Use (Cov. D)	165,000	
Personal Liability	1,000,000	
Medical Payments	5,000	

REMARKS (Including Special Conditions)

Liability and property insurance is included for short term rental. *[Signature]*

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS City of Long Beach 201 Jeff Davis Ave PO Box 929 Long Beach MS 39580	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;"> ADDITIONAL INSURED MORTGAGEE </td> <td style="width: 33%;"> LENDER'S LOSS PAYABLE </td> <td style="width: 33%;"> LOSS PAYEE </td> </tr> <tr> <td colspan="3"> LOAN # </td> </tr> <tr> <td colspan="3"> AUTHORIZED REPRESENTATIVE <i>Jennifer Arde</i> </td> </tr> </table>	ADDITIONAL INSURED MORTGAGEE	LENDER'S LOSS PAYABLE	LOSS PAYEE	LOAN #			AUTHORIZED REPRESENTATIVE <i>Jennifer Arde</i>		
ADDITIONAL INSURED MORTGAGEE	LENDER'S LOSS PAYABLE	LOSS PAYEE								
LOAN #										
AUTHORIZED REPRESENTATIVE <i>Jennifer Arde</i>										

**MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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

It came for discussion under New Business, a Short-Term Rental for the property located at 127 Trautman Avenue, Tax Parcel 0612F-01-091.000, Submitted by Eric SeEVERS (property owner and property manager), submitted as follows:

MINUTES OF OCTOBER 26, 2023
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CITY OF LONG BEACH, MISSISSIPPI
APPLICATION FOR SHORT-TERM RENTAL

PHYSICAL ADDRESS: 201 JEFF DAVIS AVENUE LONG BEACH, MS 39560	PHONE: (228) 863-1554 FAX: (228) 863-1558	MAILING ADDRESS: POST OFFICE BOX 929 LONG BEACH, MS 39560
---	--	--

PROPERTY INFORMATION:

ADDRESS: 127 TRANTMAN AVE Tax Parcel # 06127-01-091.000
(Location of Short-Term Rental)

OWNER'S INFORMATION:

Property Owner's Name: ERIK SEEVERS
Property Owner's Address: 129 TRANTMAN AVE LONG BEACH, MS 39560
Property Owner's Mailing Address, if different from above:

Property Owner's Phone No: 228-234-9927 Email Address: SEEVERS@GMAIL.COM
City State Zip

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: ERIK SEEVERS
Property Manager's Address: (Must be a local contact)
129 TRANTMAN AVE LONG BEACH MS 39560
City State Zip

Property Manager's Phone No: 228-234-9927 Email Address: SEEVERS@GMAIL.COM

PLEASE PROVIDE THE FOLLOWING:

- Mississippi Sales Tax ID # 430-55-1481
- 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.

ERIK SEEVERS [Signature] 6/28/23
PRINT NAME SIGNATURE DATE

BELOW IS FOR OFFICE USE ONLY			
Maximum Occupancy: <u>6</u>	Maximum Vehicles allowed: <u>34</u>	Number of bedrooms: <u>3</u>	Number of people home can accommodate: <u>6</u>

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

Building Official Signature: [Signature] Date: 10/23/23
Fire Inspector Signature: _____ Date: _____

COMMENTS: _____

Date Received: <u>10-14-23</u>
Agenda Date: <u>10-26-23</u>
Amount Due/Paid: <u>250.00</u>
Payment Method: <u>000450</u>

MINUTES OF OCTOBER 26, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION



I, ERIC SEEVERS, owner of the property located at 129 TRAUTMAN AVE, Tax Parcel 06127-01-091-000 affirm that I am in compliance with building codes, deed restrictions and/or covenants, and have paid all applicable taxes, fees and other charges. I acknowledge that a violation of the ordinances of the City of Long Beach shall result in the suspension or revocation of the permit.

signature

6/28/23
date



JEL 1st JUDICIAL DISTRICT
Instrument 2023-0011191-D-11
Filed/Executed: 06/28/2023 12:42:01 AM
Total Fees: 26.00
3 Pages Recorded

Prepared by:
Julien C. Dyer III
Assistant Law
311 East Second St.
Zooz, Carrollton, MS 39571
(228) 452-9408
Mississippi Bar Number: 7654

Return to:
Julien C. Dyer III
Attorney at Law
311 East Second St
Zooz, Carrollton, MS 39571
(228) 452-9408

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, WILLIAM P. ESTERS and wife, LAURIE H. ESTERS, of 16 ORIC VISTA DRIVE, DALTON, GA 30720, 705-880-5966 do hereby sell, convey and warrant unto ERIC SEEVERS and wife, SAMANTHA BROOKE - DAVIS SELLERS, of 129 TRAUTMAN AVE, LONG BEACH, MS 39570, 228-234-5927, as joint tenants with full rights of survivorship and not as tenants in common, the following described real property situated in Harrison County, First Judicial District, State of Mississippi, described as:

The South .55 feet of Lot 26, and all of Lots 29 and 30, and the North 15 feet of Lot 31, Tract 1, TRAUTMAN SUBDIVISION, a subdivision according to the official map on file in the office of record in the office of the County Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 4 of Page 29 (Copy Book 2A at page 165) thereof, reference to which is hereby made in all of and as a part of this description.

The above described property is conveyed subject to restrictions, reservations and covenants of record.

It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and when said taxes are actually determined, the proration of this date is

hereinafter, the parties herein agree to pay on a basis of an acre proration. All subsequent year taxes are specifically assumed by the Grantees.

The above described property forms no part of the homestead of the Grantees herein.
Witness the signatures of the Grantors this 12th day of June, 2023.

WILLIAM P. ESTERS

LAURIE H. ESTERS

STATE OF Georgia
COUNTY OF Floyd

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named WILLIAM P. ESTERS and wife, LAURIE H. ESTERS, who acknowledged that they executed the above and foregoing instrument on the day and in the year therein written.

Given under my hand and official seal of office this 12th day of June, 2023.

NOTARY PUBLIC
My Commission Exp. on Jan. 29, 2024

CERTIFIED TRUE COPY
JOHN McADAMS
CHANCERY CLERK
HARRISON COUNTY, MISS.
First Judicial District of
MISSISSIPPI



**MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

HOUSE RULES

127 Trautman Ave Long Beach MS 39560

1. Check-in time is at 3:00 PM, and check-out time is at 10:00 AM. Please adhere to these times to allow for proper cleaning and preparation for the next guests.
2. No Smoking: Smoking is strictly prohibited inside the house. If you wish to smoke, please do so outside and dispose of cigarette butts properly. Failure to comply \$750 fine.
3. Pets Policy: We love furry friends, but unfortunately, no pets are allowed on the premises. This is to ensure a comfortable and allergy-free environment for all guests. Failure to comply \$250 fine.
4. ~~Quiet Hours:~~ Please respect our neighbors and keep noise levels to a minimum between 9:00 PM and 7:00 AM. Excessive noise or disruptive behavior may result in immediate eviction without refund.
5. Maximum Occupancy: The maximum number of guests allowed is limited to the number specified in the booking confirmation. No additional overnight guests are permitted without prior approval. \$25 per extra guest.
6. No Parties or Events: Parties and events are not allowed without prior written consent from the host. Please respect the residential nature of the neighborhood.
7. Care for the Property: We kindly request that you treat our home with care and respect. Any damages or breakages caused during your stay must be reported to us immediately, and guests may be held responsible for the cost of repairs or replacements.
8. ~~Cleanliness:~~ We strive to provide a clean and tidy space for every guest. Please leave the property in a similar condition to how you found it. Dishes should be placed in the dishwasher, start the dishwasher, place bathroom linens in bathtub and garbage should be disposed of in the provided bins.
9. Lost or Stolen Items: We are not responsible for any lost, stolen, or left-behind items during your stay. Please double-check your belongings before checking out.
10. ~~Parking:~~ There is designated parking available for guests. Please park only in the designated areas and respect any parking regulations or instructions provided. No parking on the grass.
11. Safety and Security: For your safety and the security of the property, please ensure that all doors and windows are locked when you leave the premises and at night. Security cameras are on the outside of the home. Cameras are to always remain on and active. Turning off or tampering with them will cause for immediate cancellation without refund.
12. ~~Compliance with Laws:~~ Guests are expected to comply with all applicable laws and regulations during their stay, including but not limited to noise ordinances, occupancy limits, and local ordinances.

Sept 14, 2023

TRASH MANAGEMENT PLAN

The trash management plan is in reference to:

127 Trautman Ave. Long Beach, MS 39560.

The manager of property (Eric Seevers) will take allocated trash bins to the street for scheduled pickup on Monday mornings and placed back once garbage has been emptied on same day.

SHORT-TERM RENTAL AGREEMENT

1. **PARTIES.** This Vacation (Short Term) Rental Agreement (hereinafter the "Agreement") entered on is made between:
[GUEST NAME] (hereinafter known as the "Guest") with a mailing address of [GUEST MAILING ADDRESS] AND
Eric Seevers (hereinafter known as the "Manager") with a mailing address of 127 Trautman Ave., Long Beach MS 39560, collectively referred to in this Agreement as the "Parties", hereby agree as follows:
2. **PREMISES.** The rental property, hereinafter known as the "Premises" is located at:
Property Address: 127 Trautman Ave., Long Beach MS 39560.
3. **RENTAL TERM.** This term shall begin on [MM/DD/YYYY] at [TIME] L: AM U: PM ("Move-in" date) and end on [MM/DD/YYYY] at [TIME] □ AM □ PM ("Move-out" date). Together known as the "Rental Term".
4. **RENTAL RATE, FEES, DEPOSIT, & TOTAL.**
 - a. **RENTAL RATE.** The total rent to be paid by the Guest to the Landlord throughout the term of this Agreement is equal to \$[TOTAL RENT] equal to \$[DAILY RENT] per day.
 - b. **FEES & TAXES.** The Guest will be responsible for paying for the following expenses (check all that apply):
 - Cleaning fee: \$[AMOUNT]
 - Taxes: \$[AMOUNT]
 - Other [OTHER]: \$[AMOUNT]
 - c. **INITIAL DEPOSIT.** The Guest will be charged a Non-refundable Refundable (check one) deposit of \$[DEPOSIT] that is due [#] days prior to the check-in date.

eSign

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**MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Refundable, the Manager shall return the deposit (less any damages and/or excessive cleaning) to the Guest within (4) days after the check out date.

d. **TOTAL DUE.** The Total Amount the Guest is responsible for paying for is:

Rental costs: \$(AMOUNT)
Cleaning fee: \$(AMOUNT)
Taxes: \$(AMOUNT)
Deposit: \$(AMOUNT)
TOTAL: \$(AMOUNT)

5. **PAYMENT.** Acceptable payment methods include:

- Credit / Debit Card
 - Check
 - PayPal / Venmo (Send to: [PAYPAL / VENMO LINK])
 - Other [OTHER PAYMENT METHOD]

6. **KEYS.** Smart door lock access. Access granted upon payment of rental period.

7. **PETS.** NO PETS ALLOWED

8. **PARKING.** There is parking for guests. Please park only in the designated areas and respect all parking regulations or instructions provided. No parking on the grass or on the street.

9. **TRASH DISPOSAL.** MANAGER shall dispose of all waste during the rental term by the following means: REFER TO MANAGEMENT PLAN.

10. **CONTACT INFORMATION.** The Guest can contact the following individual for questions or concerns during the Rental Term:

Manager / Agent's Name: Eric Seever
Address: 127 Trailman Ave Long Beach MS 39580
Telephone: 228-234-9827
Email: Soecrearnfo@gmail.com

eSign

Page 2 of 6

11. **WAIVER.** No delay or failure of the Manager to enforce any part of this Agreement shall be deemed as a waiver thereof nor shall any acceptance of any partial payment of rent or any other amount due be deemed a waiver of the Landlord's right to the entire amount due.

12. **CANCELLATION.** If Guest cancels their reservation within ten (10) days of the Move-in date, the Initial Deposit will be forfeited.

13. **SUBLETTING.** The Guest shall not sublet the Premises without the written consent of the Landlord.

14. **ENTRY.** The Manager shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of any repair, modification, alteration, installation or other reasonable action, so long they provide at least twenty-four (24) hours notice to the Guest.

15. **MAINTENANCE.** The Guest shall maintain the premises in a good, clean, and ready to rent condition, and use the premises only in a careful and lawful manner. The Guest shall leave the premises in a ready to rent condition at the expiration of the rental agreement, defined by the Manager as being immediately habitable by proceeding guests. The Guest shall pay for maintenance and repairs should the premises be left in a lesser condition. The Guest agrees that the Manager shall deduct costs of said services from the security deposit prior to refund. **Tenants cause damage to the premises or its furnishings.**

16. **OCCUPANCY LIMIT.** The rental rate is based upon a maximum occupancy of two (2) occupants per bedroom. Occupancy (having more than two persons per bedroom) is a serious violation and breach of Agreement, and the Manager reserves the right to deny access to have the premises vacated with no refund of monies.

17. **NOTICES.** Any and all notices sent by the Manager or the Guest to each other shall be sent to the addresses as located on the first page of the Agreement.

eSign

Page 3 of 6

18. **POSSESSION & SURRENDER.** Guest shall be entitled to possession of the Premises on the 1st day of the Rental Term. Upon termination of the Agreement, Guest shall peacefully surrender the Premises to the Manager in good condition, as it was at the commencement of the Agreement, excluding reasonable wear and tear.

19. **JOINT AND SEVERAL.** If the Guest is comprised of more than one person, each person shall be jointly and severally liable under this Agreement.

20. **ATTORNEY'S FEES.** Guest agrees to pay for all reasonable costs, attorney's fees, and expenses that result from the Manager enforcing this Agreement.

21. **REFUNDS.** The Guest shall not receive a refund due to a shortened stay and/or poor experience that resulted from unfavorable weather conditions.

22. **LIABILITY.** The Manager is not liable for any loss or damage to the personal property of the Guest or their guests, unless the loss is a direct result of the Manager's action. The Guest is liable for the acts of anyone listed in this Agreement in addition to any guest that they should allow on the Premises. Tenants expressly recognize that any insurance for property damage or loss which the Manager may maintain on the property does not cover the personal property of Tenants and that Tenants should purchase their own insurance for Tenants and Guests. If such coverage is desired.

23. **HAZARDOUS MATERIALS.** The Guest agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited in the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, ammunition, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.

24. **ENTIRE AGREEMENT.** This Agreement contains all of the terms agreed to by the Parties and may be amended or amended only by a written agreement signed by the Manager and Guest. This Agreement supersedes all previous discussions, understandings, and oral agreements. The Parties agree to the terms and conditions and shall be bound until the termination of the Agreement.

eSign

Page 4 of 6

MINUTES OF OCTOBER 26, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

25. GOVERNING LAW. This Agreement shall be governed by the laws of the state of Mississippi

26. LEAD BASED PAINT. The Premises (check one)

- Was built prior to 1978. An attachment titled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" has been affixed to the Agreement and must be initialed and signed by the Parties.
- Was not built prior to 1978.

27. ADDITIONAL PROVISIONS.

HOUSE RULES

1. No pets
2. No smoking (marijuana or tobacco cigarettes, cigars, electronic cigarettes or any similar product whose generation emits or vapors).
3. No events or parties allowed.
4. Check in anytime after 3pm and check out by 10am
5. Self check-in with keypad and code.
6. Guests must be 25 years of age to rent.
7. No parking on grass or street.
8. Quiet time is 9pm - 7am per city ordinance. Please be respectful of local residents and all city ordinances.

eSign

Page 6 of 8

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and year first above written.

Manager's Signature: _____ Date: [MM/DD/YYYY]

Printed Name: MANAGER'S FULL NAME

Guest's Signature: _____ Date: [MM/DD/YYYY]

Printed Name: [GUEST FULL NAME]

Guest's Signature: _____ Date: [MM/DD/YYYY]

Printed Name: [GUEST FULL NAME]

eSign

Page 8 of 8

CERTIFICATE OF INSURANCE COMMON POLICY DECLARATIONS State of Mississippi		
Previous Number NEW	Certificate Number 23SFL405693	
This Declaration is attached to and forms part of certificate provisions. Insurance attached with: <u>Chancel</u> AUTHORITY REF. NO For Issues Form: per the Schedule		
INSURED NAME & MAILING ADDRESS 126 Severn and Sonoma Trvls, Danville-forest 129 Hazman Avenue Long Beach, MS 39560	INSURANCE SRII, LLC PO Box 679 Daphne, AL 36526	PRODUCING AGENCY Global Cross Insurance Agency Margie Reynolds VNLIC# 184733
PERIOD PROVIDED FROM: 06/11/2023 TO: 06/11/2024	POLICY TERM: 12:01 AM Standard Time at the Residence Premises	
LOCATION ADDRESS: 117 Lantana Avenue Long Beach, MS 39560	POLICY TYPE: DP-2 OCCUPANCY: Rental/Lm2-Ter	
COVERAGES	LOSS SETTLEMENT TYPE	LIMIT OR LIABILITY
SECTION I - AS PER FORM A) DWELLING B) OTHER STRUCTURES C) PERSONAL PROPERTY D) LOSS OF USE - RENTAL	RCV RCV RCV	\$125,000 * No Coverage \$15,000 \$15,000
SECTION II - AS PER FORM E) PERSONAL LIABILITY F) MEDICAL EXPENSE		\$100,000 \$5,000
Total Premium: POLICY FEE - STANDARD INSPECTION FEE MOBILE - AK Surplus Lines Tax MS Stamping TOTAL:		\$2,890.25 \$150.00 \$120.00 \$91.20 \$19.25 \$2.77 \$3,273.47
DEDUCTIBLES (Section I Only)	ALL OTHER PERILS: \$1,500 WIND & HAIL: 5% OF COVERAGES A = \$4,500 FLOOD: NONE	
TERMS AND CONDITIONS: This policy is made and accepted subject to the above written together with the provisions, conditions and agreements contained in the following form(s) and endorsements. See Schedule of Terms and Endorsements.		
NOTES: This insurance policy is issued pursuant to Mississippi laws governing 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 governed by the Mississippi Insurance Company Association's rules of the times' standard(s). LIC#S#C: 00101914 NAME: Joseph Taylor Norton NORTONAGENCY 1405 New Hope - For the CMAA Home Loan FLEDA ATMA 3160 Cross Country Rd San Antonio, TX 78218 10A5 - # 01400021452		
This policy shall not be valid unless countersigned by our authorized agent.		By: J. Taylor Norton
COUNTERSIGNED Date: 09/14/2023		

**MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

After considerable discussion, Commissioner Suthoff made motion, seconded by Commissioner Brown, 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 20302 Daugherty Road, Tax Parcels 0511B-02-022.000 and 0511B-02-025.000, as follows:

MINUTES OF OCTOBER 26, 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 9-29-23
Zoning _____
Agenda Date 10-26-23
Check Number 5290

APPLICATION FOR CERTIFICATE OF RESUBDIVISION

- I. TYPE OF CASE: CERTIFICATE OF RESUBDIVISION #0511B-02-022,000
- II. ADVALOREM TAX PARCEL NUMBER(S): #0511B-02-025,000
- III. GENERAL LOCATION OF PROPERTY INVOLVED: 20302 ~~Daugherty~~ Daugherty Rd.
Long Beach MS. 39560
- IV. ADDRESS OF PROPERTY INVOLVED: 20294 Daugherty Rd. Long Beach MS.
- V. GENERAL DESCRIPTION OF REQUEST: Resubdivision of 2 properties
Into 2 properties.

VI. REQUIRED ATTACHMENTS:

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

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

VII. OWNERSHIP AND CERTIFICATION:

READ BEFORE EXECUTING, the applicant acknowledges that, in signing this application, all conditions and requirements inherent in the process have been fully explained and understood, including the timetable for processing the application, the completed application with all necessary documents and payments must be returned to the Planning office not later than fifteen (15) days before the 2nd or 4th Thursday of each month. Receipt of fee(s) does not constitute receipt of a completed application.

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

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

20302 Daugherty Rd.
Owner's Mailing Address

Long Beach MS. 39560
City State Zip

228-324-6442
Phone

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

Name of Agent (PRINT)

Agent's Mailing Address

City State Zip

Phone

Signature of Applicant Date

MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



PREPARED BY AND RETURN TO RILEY LAW FIRM
JERRY D. RILEY, P O BOX 550 GULFPORT MS 39502
228-864-451 /BAR # 5359; FII,Fr

TITLE NOT EXAMINED

GRANTOR: Phillip B. Keith, III
20302 Daugherty Road
Long Beach, MS 38560
228-324-6442

GRANTEE: Phillip B. Keith, III
Eva L. Keith
20302 Daugherty Road
Long Beach, MS 38560
228-324-6442

INDEX: Part of Lots 1 & 2 Blk 3, Cox S/D

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned PHILIP B. KEITH, III does hereby sell, convey and quitclaim unto PHILIP B. KEITH, III and wife, EVA L. KEITH, as tenants by the entirety with full rights of survivorship, all his right title and interest in the following described land and property located and being situated in the County of Harrison, First Judicial District, State of Mississippi and being more particularly described as follows, to wit:

SEE ATTACHED EXHIBIT "A"

EXECUTED this the 31 day of July, 2019.

[Signature]
Phillip B. Keith, III

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 31 day of July, 2019, the within my jurisdiction, the within named Phillip B. Keith, III, who acknowledged that they executed and delivered the above and foregoing instrument.

[Signature]
Cynthia M. Oliver
Notary Public

My Commission Expires: _____



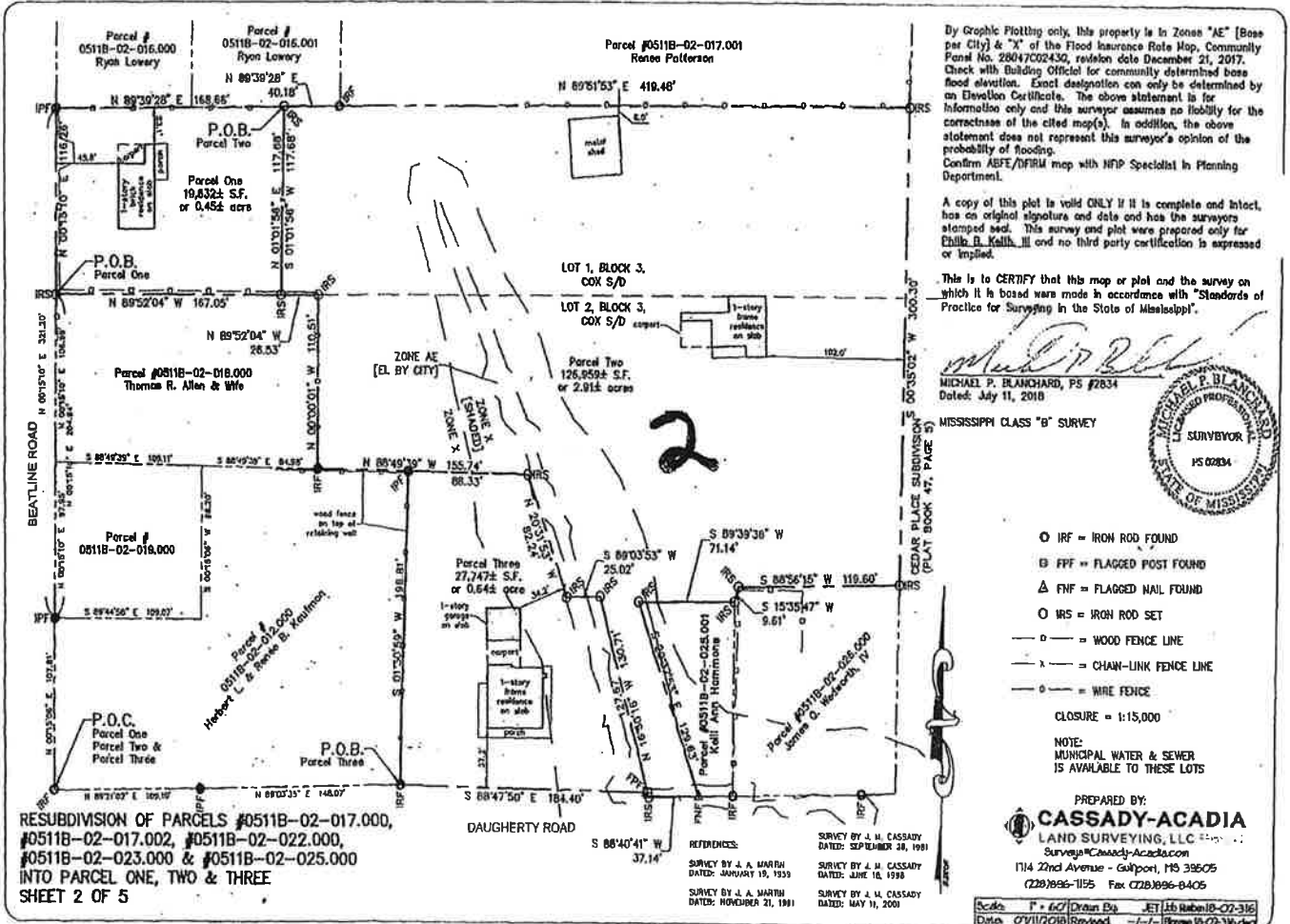
EXHIBIT "A"

A parcel of land situated and being located in part of Lots 1 & 2, Block 3, Cox's Subdivision, situated in the Northwest 1/4 of Section 3, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at an iron rod found at the intersection of the easterly margin of Bealline Road and the northerly margin of Daugherty Road; thence run North 00 degrees 15 minutes 00 seconds East along the easterly margin of Bealline Road a distance of 107.81 feet to an iron pipe found; thence run North 00 degrees 15 minutes 10 seconds East along the easterly margin of Bealline Road a distance of 321.20 feet to an iron pipe found; thence run North 89 degrees 39 minutes 28 seconds East a distance of 183.86 feet to an iron rod set at the POINT OF BEGINNING of the parcel herein described; thence continue from said POINT OF BEGINNING North 89 degrees 39 minutes 28 seconds East a distance of 40.18 feet to an iron rod found; thence run North 85 degrees 51 minutes 53 seconds East a distance of 412.40 feet to an iron rod set on the westerly margin of Cedar Place Subdivision (Plot Book 47, Page 5 of the Plot Book Records of Harrison County, Mississippi); thence run South 00 degrees 35 minutes 02 seconds West along the westerly margin of Cedar Place Subdivision a distance of 300.30 feet to an iron rod set on the westerly margin of Cedar Place Subdivision; thence run South 88 degrees 06 minutes 15 seconds West a distance of 119.60 feet to an iron rod set; thence run South 15 degrees 35 minutes 47 seconds West a distance of 9.81 feet to an iron rod set; thence run South 89 degrees 38 minutes 30 seconds West a distance of 71.14 feet to an iron rod set; thence run South 20 degrees 37 minutes 03 seconds East a distance of 129.63 feet to a flagged rod found on the northerly margin of Daugherty Road; thence run South 88 degrees 40 minutes 41 seconds West along the northerly margin of Daugherty Road a distance of 37.14 feet to an iron rod set on the northerly margin of Daugherty Road; thence run North 10 degrees 50 minutes 18 seconds West through a found flagged fence post a distance of 130.71 feet to an iron rod set; thence run South 88 degrees 03 minutes 53 seconds West a distance of 25.02 feet to an iron rod set; thence run North 20 degrees 31 minutes 53 seconds West a distance of 82.24 feet to an iron rod set; thence run North 88 degrees 40 minutes 29 seconds West through an iron pipe found a distance of 320.74 feet to an iron rod found; thence run North 00 degrees 00 minutes 01 seconds West a distance of 110.51 feet to an iron rod set; thence run North 89 degrees 52 minutes 04 seconds West a distance of 26.53 feet to an iron rod set; thence run North 01 degree 01 minutes 58 seconds East a distance of 117.66 feet to the POINT OF BEGINNING. Said Parcel contains 2.91 acres, more or less.

ALSO KNOWN AS PARCEL 2 ON THE ATTACHED SURVEY

MINUTES OF OCTOBER 26, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION



LEGAL DESCRIPTIONS OF THE (3) NEW PARCELS READ AS FOLLOWS:

LEGAL DESCRIPTION OF PARCEL ONE:

A parcel of land situated and being located in part of Lot 1, Block 3, Cox's Subdivision, situated in the Northwest 1/4 of Section 3, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at an iron rod found at the intersection of the easterly margin of Bealline Road and the northerly margin of Dougherty Road; thence run North 00 degrees 15 minutes 06 seconds East along the easterly margin of Bealline Road a distance of 107.81 feet to an iron pipe found; thence run North 00 degrees 15 minutes 10 seconds East along the easterly margin of Bealline Road a distance of 204.94 feet to an iron rod set at the POINT OF BEGINNING of the parcel herein described; thence continue from said POINT OF BEGINNING, North 00 degrees 15 minutes 10 seconds East along the easterly margin of Bealline Road a distance of 116.26 feet to an iron pipe found; thence run North 89 degrees 39 minutes 28 seconds East a distance of 188.86 feet to an iron rod set; thence run South 01 degrees 01 minutes 56 seconds West a distance of 117.68 feet to an iron rod set; thence run North 89 degrees 02 minutes 04 seconds West a distance of 167.05 feet to the POINT OF BEGINNING. Said parcel contains 0.45 acres, more or less.

LEGAL DESCRIPTION OF PARCEL TWO:

A parcel of land situated and being located in part of Lots 1 & 2, Block 3, Cox's Subdivision, situated in the Northwest 1/4 of Section 3, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at an iron rod found at the intersection of the easterly margin of Bealline Road and the northerly margin of Dougherty Road; thence run North 00 degrees 15 minutes 06 seconds East along the easterly margin of Bealline Road a distance of 107.81 feet to an iron pipe found; thence run North 00 degrees 15 minutes 10 seconds East along the easterly margin of Bealline Road a distance of 371.20 feet to an iron pipe found; thence run North 89 degrees 39 minutes 28 seconds East a distance of 158.86 feet to an iron rod set at the POINT OF BEGINNING of the parcel herein described; thence continue from said POINT OF BEGINNING North 89 degrees 39 minutes 28 seconds East a distance of 40.18 feet to an iron rod found; thence run North 89 degrees 51 minutes 53 seconds East a distance of 418.40 feet to an iron rod set on the westerly margin of Cedar Place Subdivision (Plat Book 47, Page 5 of the Plat Book Records of Harrison County, Mississippi); thence run South 00 degrees 35 minutes 02 seconds West along the westerly margin of Cedar Place Subdivision a distance of 300.30 feet to an iron rod set on the westerly margin of Cedar Place Subdivision; thence run South 88 degrees 56 minutes 15 seconds West a distance of 119.60 feet to an iron rod set; thence run South 15 degrees 35 minutes 47 seconds West a distance of 9.61 feet to an iron rod set; thence run South 89 degrees 39 minutes 39 minutes 39 seconds West a distance of 71.14 feet to an iron rod set; thence run South 89 degrees 39 minutes 39 seconds East a distance of 129.63 feet to a flagged nail found on the northerly margin of Dougherty Road; thence run South 88 degrees 40 minutes 41 seconds West along the northerly margin of Dougherty Road a distance of 37.14 feet to an iron rod set on the northerly margin of Dougherty Road; thence run North 16 degrees 50 minutes 16 seconds West through a found flagged fence post a distance of 130.71 feet to an iron rod set; thence run South 89 degrees 03 minutes 53 seconds West a distance of 23.02 feet to an iron rod set; thence run North 20 degrees 31 minutes 53 seconds West a distance of 82.24 feet to an iron rod set; thence run North 88 degrees 48 minutes 39 seconds West through an iron pipe found a distance of 155.74 feet to an iron rod found; thence run North 00 degrees 00 minutes 01 seconds West a distance of 110.51 feet to an iron rod set; thence run North 89 degrees 52 minutes 04 seconds West a distance of 26.53 feet to an iron rod set; thence run North 01 degrees 01 minutes 56 seconds East a distance of 117.68 feet to the POINT OF BEGINNING. Said Parcel contains 2.91 acres, more or less.

RESUBDIVISION OF PARCELS #0511B-02-017.000, #0511B-02-018.000, #0511B-02-023.000, #0511B-02-025.000 INTO PARCEL ONE, TWO & THREE SHEET 4 OF 5

LEGAL DESCRIPTION OF PARCEL THREE:

A parcel of land situated and being located in part of Lot 2, Block 3, Cox's Subdivision, situated in the Northwest 1/4 of Section 3, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at an iron rod found at the intersection of the easterly margin of Bealline Road and the northerly margin of Dougherty Road; thence run North 89 degrees 21 minutes 03 seconds East along the northerly margin of Dougherty Road a distance of 109.10 feet to an iron pipe found; thence run North 89 degrees 03 minutes 35 seconds East along the northerly margin of Dougherty Road a distance of 140.07 feet to an iron rod found at the POINT OF BEGINNING of the parcel herein described; thence run from said POINT OF BEGINNING South 88 degrees 47 minutes 50 seconds East along the northerly margin of Dougherty Road a distance of 184.40 feet to a flagged fence post found; thence run North 16 degrees 50 minutes 16 seconds West a distance of 127.67 feet to an iron rod set; thence run South 89 degrees 03 minutes 53 seconds West a distance of 25.02 feet to an iron rod set; thence run North 20 degrees 31 minutes 53 seconds West a distance of 82.24 feet to an iron rod set; thence run North 88 degrees 48 minutes 39 seconds West a distance of 155.74 feet to an iron pipe found; thence run South 01 degrees 30 minutes 59 seconds West a distance of 156.81 feet to the POINT OF BEGINNING. Said parcel contains 0.64 acres, more or less.

PREPARED BY:
CASSADY-ACADIA
LAND SURVEYING, LLC
Surveyors/Cassady-Acadia.com
114 2nd Avenue - Gulfport, MS 38605
(228)996-1155 Fax (228)996-8405

Scale: 1" = 60' (Drawn By: JET) Job Number: 18-02-316
Date: 07/11/2018 **Revised:** -/-/ -/ -/ From 18-02-316.dwg

MINUTES OF OCTOBER 26, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CERTIFICATE OF OWNERSHIP

I hereby certify that, Philip B. Keith, III is the owner of the property described herein, which property is within the subdivision jurisdiction of the City of Long Beach, and that I freely adopt this plan of subdivision.

Philip B. Keith, III Date: 8/8/18

Subscribed and sworn to before me, in my presence this 27th day of August 2018, a being Philip B. Keith, III and for the County of Harrison State of Mississippi

Cynthia M. Oliver
NOTARY PUBLIC

My Commission Expires: _____

CERTIFICATE OF OWNERSHIP

I hereby certify that, Eva L. Keith is the owner of the property described herein, which property is within the subdivision jurisdiction of the City of Long Beach, and that I freely adopt this plan of subdivision.

Eva L. Keith Date: 8-8-18

Subscribed and sworn to before me, in my presence this 27th day of August 2018, a being Eva L. Keith and for the County of Harrison State of Mississippi

Cynthia M. Oliver
NOTARY PUBLIC

My Commission Expires: _____

CERTIFICATE OF SURVEY AND ACCURACY

I hereby certify that this map drawn by me or one under my supervision from actual survey or from a correct survey made under my supervision and was prepared in accordance with all applicable codes and ordinances. Witness my original signature, registration number and seal this the 27th day of August 2018.

Michael P. Blumhert, PS
Registration No. 2834

Subscribed and sworn to before me, in my presence this 27th day of August 2018, a Notary Public in and for the County of Harrison State of Mississippi

James C. Jobés III
NOTARY PUBLIC

My Commission Expires: at death

James C. Jobés III
Notary Public #39232
Lafourche Parish, La
Commission Expires
Upon Death

RESUBDIVISION OF PARCELS #0511B-02-017.000,
#0511B-02-017.002, #0511B-02-022.000,
#0511B-02-023.000 & #0511B-02-025.000
INTO PARCEL ONE, TWO & THREE
SHEET 5 OF 5

CERTIFICATE OF APPROVAL

I hereby certify that the Minor Subdivision shown on this plan does not involve the location 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 plan has been approved by the administrator subject to its being recorded in the Harrison County Courthouse within sixty (60) days of the date hereof.

Administrator: _____ Date: _____

PLANNING COMMISSION:
Submitted to and approved by the City of Long Beach Planning Commission at the regularly scheduled meeting on the 27th day of August 2018.

Philip B. Keith, III
Planning Commission Chairman

APPROVAL

Submitted to and accepted by the City of Long Beach, Board of Aldermen, at the regular meeting of said Board of Aldermen held on the 27th day of August 2018.

ATTEST:
Sharon Delle City Clerk
Philip B. Keith, III Mayor

Prepared by:
City of Long Beach
Planning Commission
201 4th South Avenue
Long Beach, MS 38660
228-663-1504

PREPARED BY:
CASSADY-ACADIA
LAND SURVEYING, LLC
Survey/Cassady-Acadia.com
194 2nd Avenue - Gulfport, MS 39508
(228)606-7155 Fax (228)606-6400

Scale: N.T.S. Drawn By: A.T.H. Date: 07/17/2018
Date: 07/17/2018 Reviewed: A.T.H. File No: 18-CO-316-000



PREPARED BY AND RETURN TO RILEY LAW FIRM
JERRY D. RILEY, P.O. BOX 159 GULFPORT, MS 39502
228-861-4111 FAX 413-591-1844

TITLE NOT EXAMINED

GRANTOR: Philip B. Keith, III
Eva L. Keith
20302 Daugherty Road
Long Beach, MS 38663
228-324-6412

GRANTEE: Philip B. Keith, III
Eva L. Keith
20302 Daugherty Road
Long Beach, MS 38663
228-324-6412

INDEX: Part of Lot 1, Blk 3, Cox S/D

STATE OF MISSISSIPPI
COUNTY OF HARRISON
NOTARIAL DISTRICT

QUICK-CURE DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned PHILIP B. KEITH, III AND WIFE, EVA L. KEITH, do hereby sell, convey and cede unto PHILIP B. KEITH, III AND WIFE, EVA L. KEITH, as tenants by the entirety with full rights of survivorship, all their right title and interest in the following described land and property located and being situated in the County of Harrison, First Judicial District, State of Mississippi and being more particularly described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

EXECUTED this the 27th day of August, 2018.

Philip B. Keith, III
Philip B. Keith, III
Eva L. Keith
Eva L. Keith

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 27th day of August, 2018, the within my jurisdiction, the within named Philip B. Keith, III and Eva L. Keith, who acknowledged that they executed and delivered the above and foregoing instrument.

Cynthia M. Oliver
Notary Public

My Commission Expires: _____



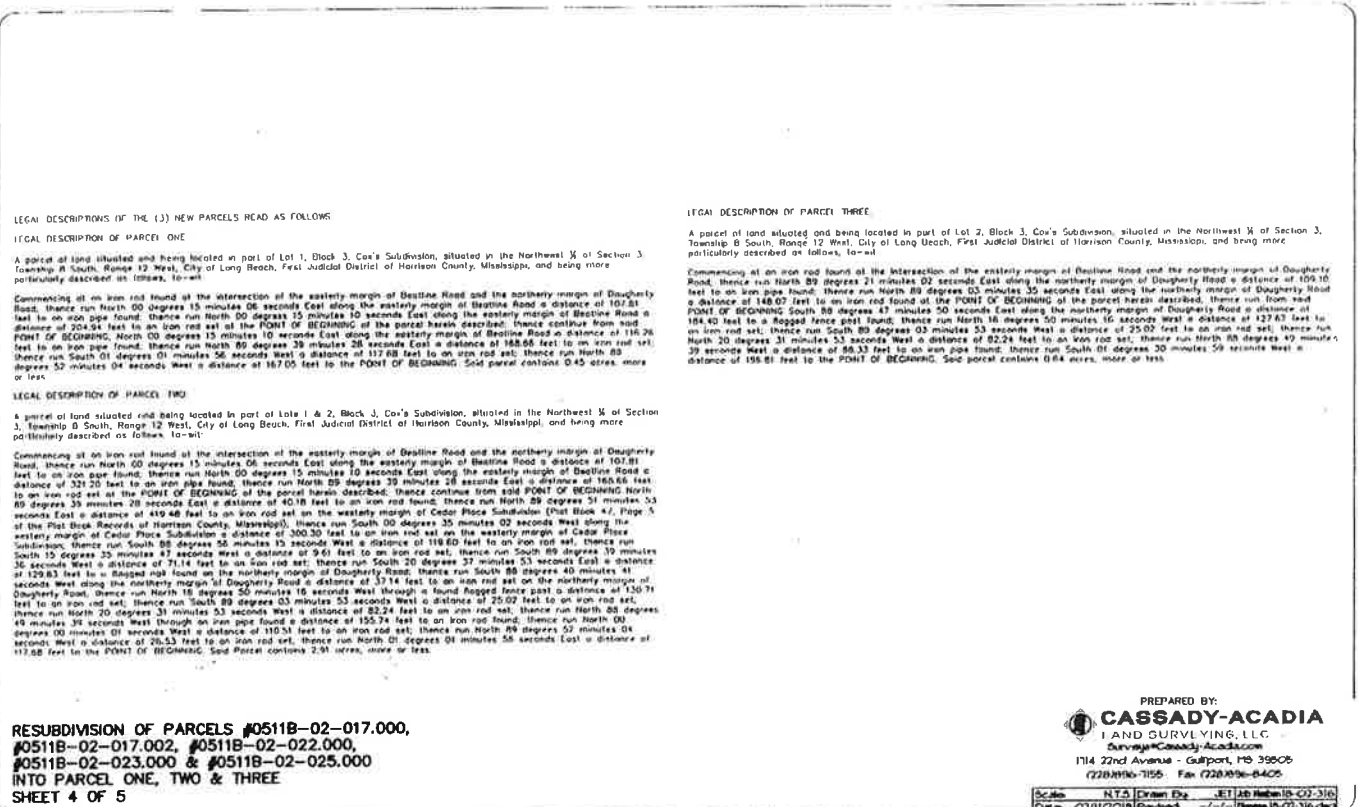
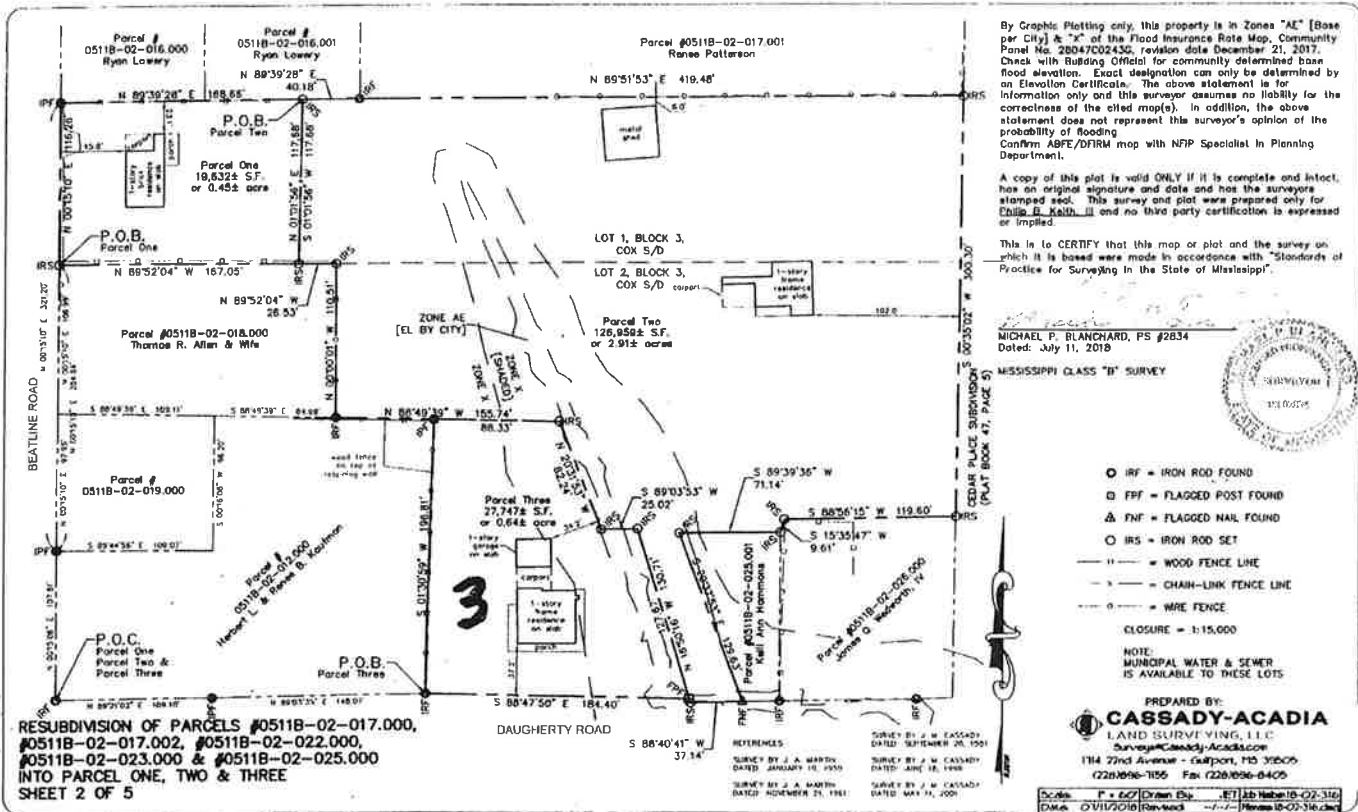
MINUTES OF OCTOBER 26, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

EXHIBIT "A"

A parcel of land situated and being located in part of Lot 2, Block 3, Cox's Subdivision, situated in the Northwest 1/4 of Section 3, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at an iron rod found at the intersection of the easterly margin of Baseline Road and the northerly margin of Daugherty Road; thence run North 89 degrees 21 minutes 02 seconds East along the northerly margin of Daugherty Road a distance of 109.10 feet to an iron pipe found; thence run North 89 degrees 03 minutes 35 seconds East along the northerly margin of Daugherty Road a distance of 148.07 feet to an iron rod found at the POINT OF BEGINNING of the parcel herein described; thence run from said POINT OF BEGINNING South 88 degrees 47 minutes 50 seconds East along the northerly margin of Daugherty Road a distance of 184.47 feet to a flagged fence post found; thence run North 16 degrees 50 minutes 16 seconds West a distance of 127.67 feet to an iron rod set; thence run South 89 degrees 03 minutes 53 seconds West a distance of 25.02 feet to an iron rod set; thence run North 20 degrees 31 minutes 53 seconds West a distance of 32.24 feet to an iron rod set; thence run North 88 degrees 49 minutes 39 seconds West a distance of 88.33 feet to an iron pipe found; thence run South 01 degrees 30 minutes 59 seconds West a distance of 198.81 feet to the POINT OF BEGINNING. Said parcel contains 0.64 acres, more or less.

ALSO KNOWN AS PARCEL THREE ON ATTACHED SURVEY



**MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

d

That, in addition to the real property conveyed herein as described on Exhibit "A(1)" attached hereto, Grantor, in her official capacity, also hereby grants, assigns and sets over unto Grantees herein a perpetual easement for ingress and egress (and other lawful roadway purposes), as well as the installation and maintenance of utilities, over and across the following described real property owned by the Estate of Margaret Juanita Hammons, deceased, situated and located in Lots 1 and 2, Cox Subdivision, City of Long Beach, First Judicial District of Harrison County, Mississippi, to-wit:

For legal description of land over which easement herein conveyed will cover and be applicable, see Exhibit "A(2)".

The easement hereby given and conveyed is for the purpose of ingress, egress, and installation and maintenance of utilities and any roadway constructed for the purposes thereof, and such easement is not to be construed or interpreted as an easement given to the exclusion of Grantors herein, their heirs, successors, or assigns, or to others granted a similar right. The Grantors and Grantee covenant with each other, their heirs, successors, and assigns to at all times share equally in the necessary expenses for the maintenance and repairs of any roadway constructed across and over said easement, however, the construction of a paved or otherwise macadamized roadway other than the unimproved roadway presently located thereon to be at the expense of the party desiring same unless agreed otherwise among the parties.

That Grantees sign this instrument solely to memorialize and indicate their respective agreement with and obligations under the terms and conditions of this Deed of Easement.

This conveyance is made under and pursuant to an Order of the Chancery Court of the First Judicial District of Harrison County, Mississippi, identified as Cause No. C-2401-2009-02677 (3), a true and correct copy of which is attached hereto as Exhibit "B". The Executrix conveys such title as she holds, owns, or possesses pursuant to her office as executrix of the said estate.

Ad valorem taxes have been pro-rated as of the date hereof and are assumed by Grantees herein. This conveyance is subject to all protective or restrictive covenants of record, as well as

(21)

5

all easements, servitudes, and prior oil, gas, and other mineral reservations or exceptions of record.

WITNESS MY SIGNATURE, this the 30th day of June, A. D. 2010

Grantor:


MARGARET LYNN HAMMONS, Executrix of the Estate of Margaret Juanita Hammons, deceased.

Grantees:


PHILIP B. KEITH, III


EVA L. KEITH

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY, PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, MARGARET LYNN HAMMONS, Executrix of the Estate of Margaret Juanita Hammons, deceased, who acknowledged that she signed and delivered the above and foregoing Executrix's Deed on the day and year therein shown in her aforesaid capacity.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 30th day of June, A. D. 2010.


NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI
COUNTY OF HARRISON



THIS DAY, PERSONALLY CAME AND APPEARED BEFORE ME, the

(3)

**MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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undersigned authority in and for the jurisdiction aforesaid, PHILIP B. KEITH, III and EVA L. KEITH who each severally acknowledged that they signed and delivered the above and foregoing Executrix's Deed Easement on the day and year therein solely for the purposes therein shown as Grantees

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 30th day of

June, A. D., 2010

Jillian Gullett
NOTARY PUBLIC

My Commission Expires:



EXHIBIT "A(1)" to deed from MARGARET LYNN HAMMONS, Executrix of the Estate of MARGARET JUANITA HAMMONS, deceased to PHILIP B. KEITH, III and EVA L. KEITH of real property being a part of Lot 2, COX'S SUBDIVISION, City of Long Beach, First Judicial District of Harrison County, Mississippi

A parcel of land situated in part of Lot 2, Block 3, Cox Subdivision, situated in the Northwest 1/4 of Section 3, Township 8 South, Range 12 West, City of Long Beach, Harrison County, Mississippi and being more particularly described as follows:

Commencing at a 3/8" iron rod found at the Northeast corner of Lot 1, Block 3, Cox Subdivision, according to the official plat thereof of record in Book 9, Page 13 of the plat book records of Harrison County; thence S00°36'00"W 210.05 feet to a 3/4" iron rod found; thence S89°52'12"W 313.00 feet to a 1/2" iron rod set; thence S20°36'42"E 332.79 feet to metal found under a gravel drive; thence S20°42'43"E 129.41 feet to metal found in asphalt at the North margin of Daugherty Road; thence along said North margin, S88°35'52"W 37.14 feet to a 1/2" iron rod set; thence further along said North margin, N17°34'09"W 3.05 feet to a chain link fence post; thence further along said North margin, N89°03'36"W 16.26 feet to a 1/2" iron rod set; thence N20°42'43"W 108.12 feet to a 1/2" iron rod set; thence N20°36'42"W 21.18 feet to a 1/2" iron rod set at the point of beginning; thence S89°07'30"W 117.50 feet to a 1/2" iron rod found; thence N00°05'27"E 80.74 feet to a 1.25" iron pipe found; thence S88°51'54"E 88.34 feet to a 1/2" iron rod set; thence S20°36'42"E 82.48 feet to the point of beginning, containing 8,126 square feet.

This parcel of property being demonstrated and shown as Parcel 2 of the survey of Patrick M. Martino, P.L.S., dated April 5, 2010, and attached hereto.

Indexing instructions: Part of Lots 1 and 2, , Block 3, Cox's S/D, Sec 3-8-12.

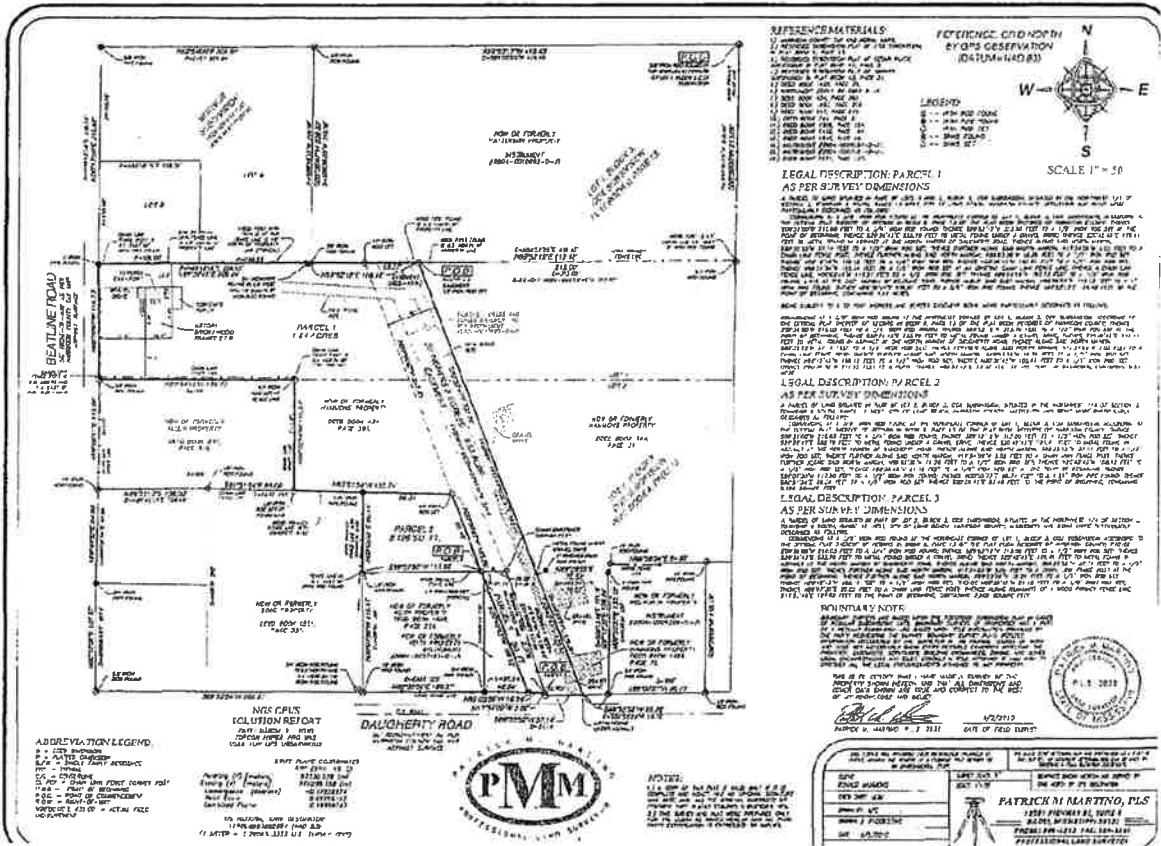
EXHIBIT "A(2)" to deed/easement from MARGARET LYNN HAMMONS, Executrix of the Estate of MARGARET JUANITA HAMMONS, deceased to PHILIP B. KEITH, III and EVA L. KEITH of real property being a part of Lots 1 and 2, COX'S SUBDIVISION, City of Long Beach, First Judicial District of Harrison County, Mississippi

Commencing at a 3/8" iron rod found at the Northeast corner of Lot 1, Block 3, Cox Subdivision, According to the official plat thereof of record in Book 9, Page 13 of the plat book records of Harrison County; thence S00°36'00"W 210.05 Feet to a 3/4" iron rod found; thence S89°52'12"W 313.00 Feet to a 1/2" iron rod set at the point of beginning; thence S20°36'42"E 332.79 Feet to metal found under a gravel drive; thence S20°42'43"E 129.41 feet to metal found in asphalt at the North margin of Daugherty Road; thence along said North margin, S88°35'52"W 37.14 feet to a 1/2" iron rod set; thence N16°43'56"W 130.62 feet along the remnants of a wood privacy fence line (being the eastern boundary of Parcel 3 of the Martino survey) to a point; thence S89°07'30"W a distance of 25.02 feet, more or less, to a 1/2" iron rod set; thence N20°36'42"W 351.51 feet to a 1/2" iron rod set; thence N89°52'12"E 53.37 Feet to the point of beginning, containing 0.53 acre.

The description of this easement being demonstrated and shown on the survey of Patrick M. Martino, P.L.S., dated April 5, 2010, and attached hereto, all of this easement being on the eastern boundary of Parcel 1 shown on said survey.

Indexing instructions: Part of Lots 1 and 2, , Block 3, Cox's S/D, Sec 3-8-12.

MINUTES OF OCTOBER 26, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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IN THE CHANCERY COURT OF HARRISON COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT
CAUSE NO. C2401-2009-02677(3)

IN THE MATTER OF THE ESTATE OF:
MARGARET JUANITA HAMMONS, DECEASED

MARGARET LYNN HAMMONS,

FILED
JUN 29 2010
JOHN McCAULIN, CHANCERY CLERK
Margaret Lynn Hammons D.C.
PETITIONER

**ORDER AUTHORIZING EXECUTRIX TO SELL PORTION
OF REAL PROPERTY OF ESTATE AND GRANTING OF EASEMENT**

THIS CAUSE having come before the Court on verified Petition of **MARGARET LYNN HAMMONS**, Executrix (hereafter "Petitioner"), to sell a portion of the real property of the estate and grant a certain easement for ingress and egress over same, and the Court having reviewed said Petition, considered the circumstances and the announcement of Petitioner, finds the following, to-wit

I.

That Petitioner has heretofore been approved by Order of this Court to serve as Executrix of the estate of Margaret Juanita Hammons, deceased, Letters Testamentary issuing to her on November 13, 2009 That Notice to Creditors and Notice to Heirs at Law of Margaret Juanita Hammons, deceased, have been published as required by law, there being no debts, liens, or other charges filed against the estate and no heirs have responded to said summons.

II.

That the only asset of value in the estate is a parcel of real property situated and located in Lots 1 and 2 of Block 3 of Cox Subdivision, City of Long Beach, First Judicial District of

**MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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Harrison County, Mississippi, as shown on the survey of Patrick M. Martino, P.L.S., dated April 5, 2010, and identified as Exhibit "A" to the aforesaid Petition of Petitioner. That the entire real property owned by the estate is reflected in Parcels 1 and 2 of the Exhibit "A".

III.

That Philip B. Keith, III, an adjoining property owner to a Parcel 2 of the estate's real property (hereafter "Keith"), has made a bona fide, fair offer to purchase Parcel 2 as shown on Exhibit "A", same consisting of 8,126 square feet, and which parcel does not border any existing roadway. That Keith has offered the sum of \$15,000.00 for said Parcel 2 and, in addition and as part of the purchase price, is willing to grant an easement over certain of his property (Parcel 3 on Exhibit "A") to allow, when combined with property already owned by the estate, a fifty foot easement to run from the northern border of Daugherty Road along the eastern boundary of the estate property to the rear/northern line thereof. That the easement to be created (as shown on Exhibit "A" as the eastern 50 feet of the estate property) will be 50 feet wide from Daugherty Road to the rear/northern boundary of the estate's property, the estate, its successors and assigns having the full use and benefit thereof and purchaser Keith to have the full use and benefit of same, the estate to convey the same rights of easement to him over the estate property as he is granting to the estate over his

IV.

That it appearing the purchase price for Parcel 2 aforesaid is bona fide and fair, and when considered with the purchaser Keith's granting of the easement over Parcel 3, the value of the remaining property of the estate is greatly enhanced due to the existence of an easement capable of public dedication being established and allowing for ingress and egress to and from both Daugherty and Beatline Roads. That this aspect makes the sale of Parcel 2 even more beneficial

/C

to the estate for the marketability of the estate property as commercial property.

V.

That it would be in the best interest of the estate to sell Parcel 2 to Keith for the \$15,000.00 sales price, which price is reasonable, fair, and in line with the fair market value thereof. That such sale will allow the remainder of the property of the estate to benefit from the aforesaid 50 foot easement which will be created for two road ingress and egress and substantially enhance the property's commercial value.

VI.

That the funds from the sale shall be placed in an estate account and held pending the closing of the estate, but costs for closing must be withdrawn therefore, said costs being:

1.	Survey expense (Patrick M. Martino, PLS)	\$ 225.00
2.	John McAdams, Chancery Clerk for recording fees	25.00
3.	W. F. Holder II, closing agent	312.50
4.	Pro rata taxes (4 months at \$3.59)	<u>14.39</u>

Total closing costs to estate: \$ 576.89*

*These costs are one half (1/2) total closing costs.

It is, therefore

ORDERED AND ADJUDGED, that Petitioner/Executrix, **MARGARET LYNN HAMMONS**, be, and she is hereby, authorized and empowered to act on behalf of the estate of Margaret Juanita Hammons, deceased, in the sale of a portion of the real property of the estate heretofore described (and shown as Parcel 2 on the survey of Patrick M. Martino, P.L.S., dated April 5, 2009), a true and correct copy of which is attached to this Order for the amount of

**MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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\$15,000.00; further, in consideration of said \$15,000.00, the Executrix is so empowered and authorized to grant a perpetual easement for ingress and egress/roadway purposes across and pertaining to Lot 1 of the property of the estate as set forth on the attached survey. It is further,

ORDERED AND ADJUDGED, that Petitioner/Executrix, **MARGARET LYNN HAMMONS**, be, and she is hereby empowered and authorized to sign any and all necessary documents or other matters required to consummate the sale of the real property and easement aforesaid. It is further,

ORDERED AND ADJUDGED, that the closing costs above-described assessed to the Estate for the closing of the real estate transaction herein approved be paid in the amounts shown above in Paragraph VI. It is further


ORDERED AND ADJUDGED, that Petitioner/Executrix be, and she is hereby, authorized and empowered to accept as part of the real estate transaction described herein a perpetual easement from the purchaser of the property sold hereby across Parcel 3 as shown on the attached survey of Patrick M. Martino, PLS. It is further,

ORDERED AND ADJUDGED, that the funds derived from this sale be deposited in an account of the estate at a financial institution insured by the FDIC pending the closing of the estate. It is further,

SO ORDERED AND ADJUDGED, this the 29 day of June, A. D., 2010.

Cochran
 CHANCELLOR
 A TRUE COPY
 JOHN McADAMS
 Clerk Chancery Court
 Harrison County, Miss.
 1st Judicial District

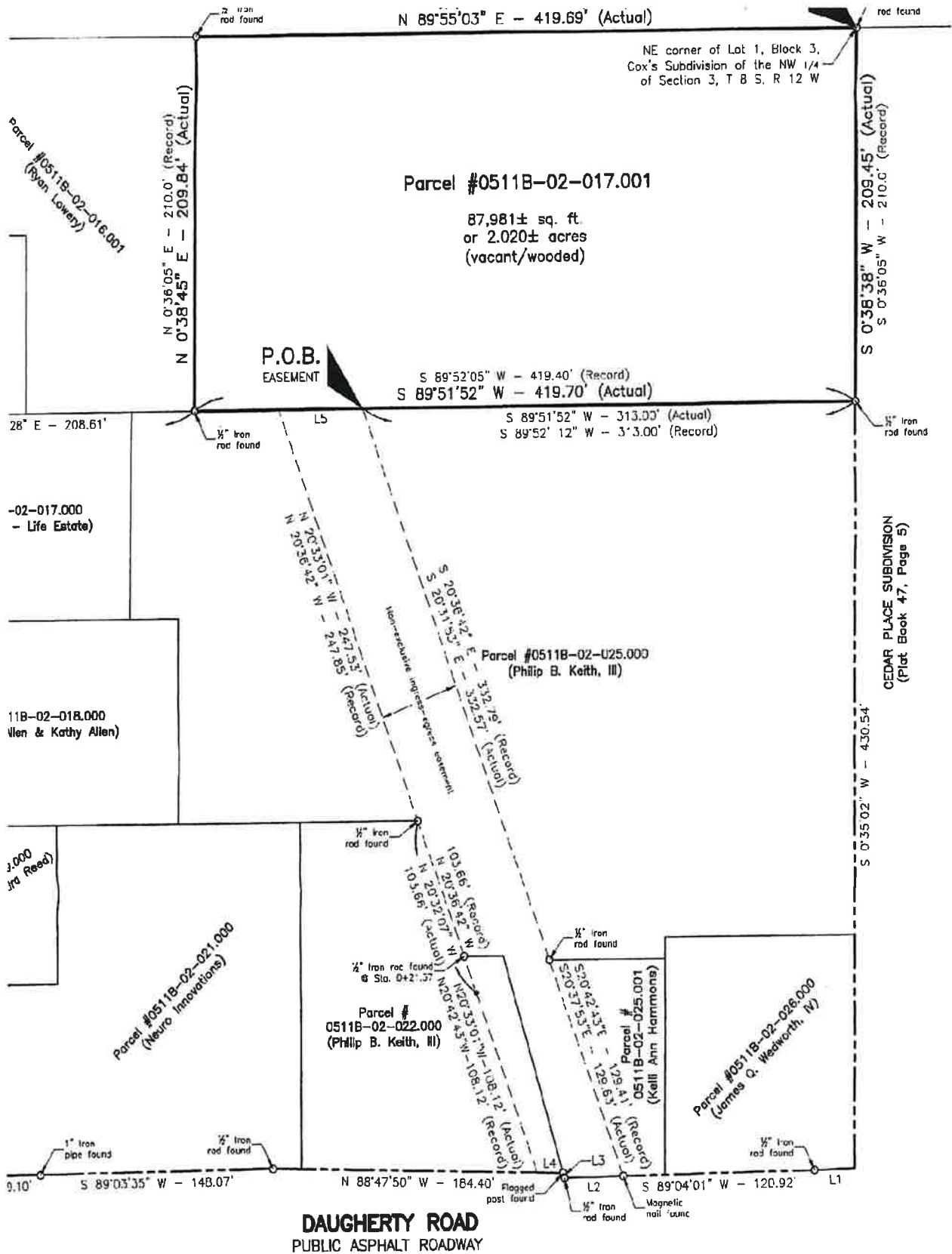
By *Weyford*



16

Order prepared by
 W. F. Holder D
 Lawyer
 Post Office Box 863
 400 East Railroad Street
 Long Beach, Mississippi 39560-0863
 (228)863-4999
 (228)863-5002 FAX
 MSB# 02503

**MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



KEITH, III that this survey was done by me or under my direct at the survey was done on the ground and was done in recent Minimum Standards of Practice for Land Surveyors as Mississippi, Board of Licensure for Professional Engineers and survey specification and positional tolerances are in accordance cated in the above standards. I also certify there are no visible property lines except as shown.

[Handwritten Signature]

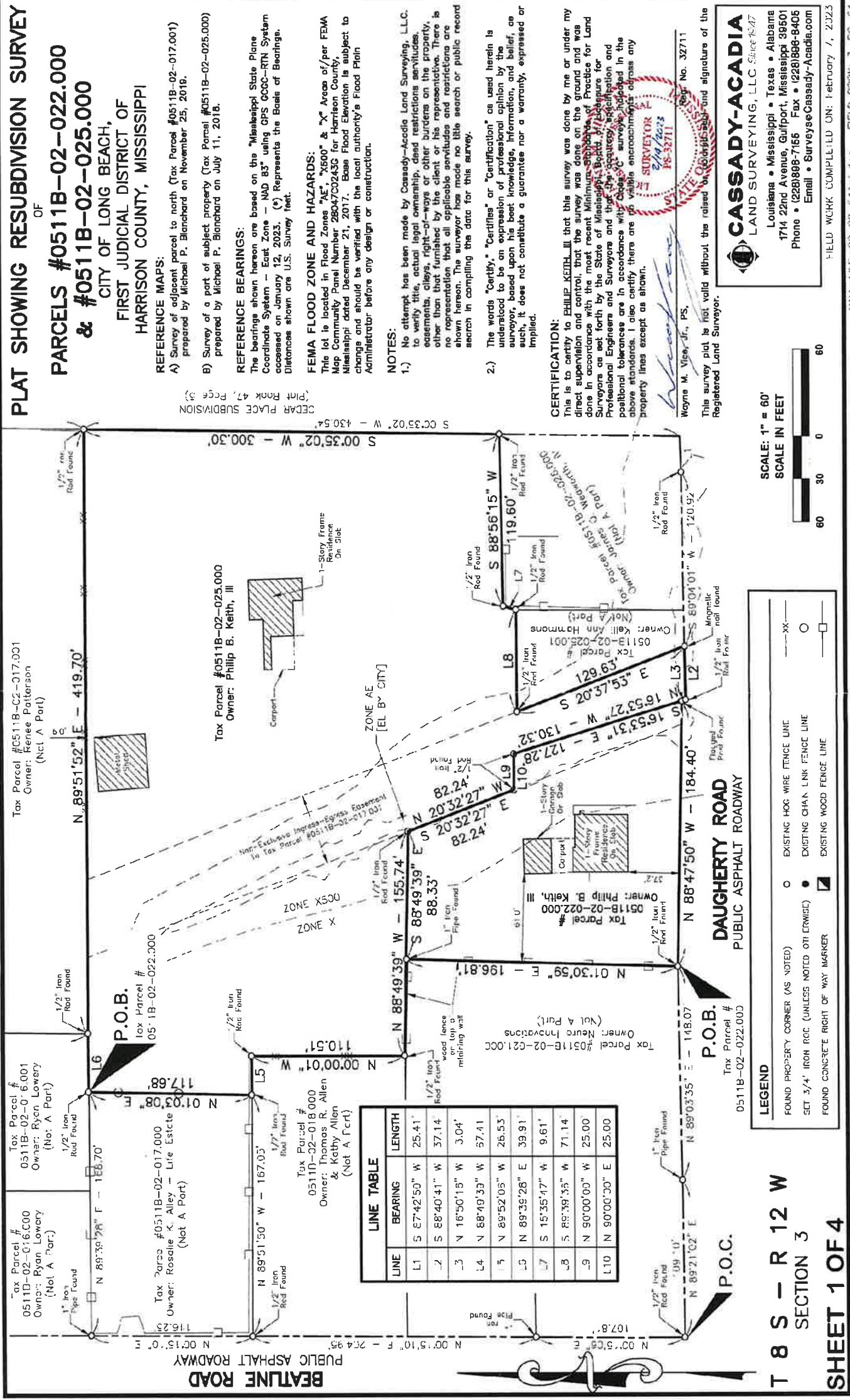


id without the raised or colored seal and signature of the

CASSADY-ACADIA
LAND SURVEYING, LLC *Since 1947*
Louisiana • Mississippi • Texas
1714 22nd Avenue, Gulfport, Mississippi 39501
Phone • (228)896-7155 Fax • (228)896-8405
Email • Surveys@Cassady-Acadia.com

11-25-2019		REVISION DESCRIPTION	INT
DRAWN BY: JET	CHECKED BY: WMV	APPROVED BY: MPE	
FIELD BOOK: 3, PG 74	FIELD WORK COMPLETED ON: November 25, 2019	CAL5 FILE: 2019/19-02-604/19-02-504.cwg	

**MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



MINUTES OF OCTOBER 26, 2023
REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

PLAT SHOWING RESUBDIVISION SURVEY
OF

PARCELS #0511B-02-022.000
& #0511B-02-025.000

CITY OF LONG BEACH,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI

REFERENCE MAPS:

- A) Survey of adjacent parcel to north (Tax Parcel #0511B-02-017.001) prepared by Michael P. Blanchard on November 25, 2019.
- B) Survey of a part of subject property (Tax Parcel #0511B-02-025.000) prepared by Michael P. Blanchard on July 11, 2018.

REFERENCE BEARINGS:

The bearings shown hereon are based on the "Mississippi State Plane Coordinate System - East Zone - MAD 83" using GPS GCGC-RTN System accessed on January 12, 2023. (°) Represents the Basis of Bearings. Distances shown are U.S. Survey feet.

FEMA FLOOD ZONE AND HAZARDS:

This lot is located in Flood Zones "AE", "X500" & "X" Area of per FEMA Map Community Panel Number 2804700243G for Harrison County, Mississippi dated December 21, 2017. Base Flood Elevation is subject to change and should be verified with the local authority's Flood Plain Administrator before any design or construction.

NOTES:

- 1.) No attempt has been made by Cassidy-Acadia Land Surveying, L.L.C. to verify title, actual legal ownership, deed restrictions servitudes, easements, alleys, right-of-way or other burdens on the property, other than that furnished by the client or his representative. There is no representation that all applicable servitudes and restrictions are shown hereon. The surveyor has made no title search or public record search in compiling the data for this survey.
- 2.) The words "Certify," "Certifies" or "Certification" as used herein is understood to be an expression of professional opinion by the surveyor, based upon his best knowledge, information and belief, as such, it does not constitute a guarantee nor a warranty, expressed or implied.

CERTIFICATION:

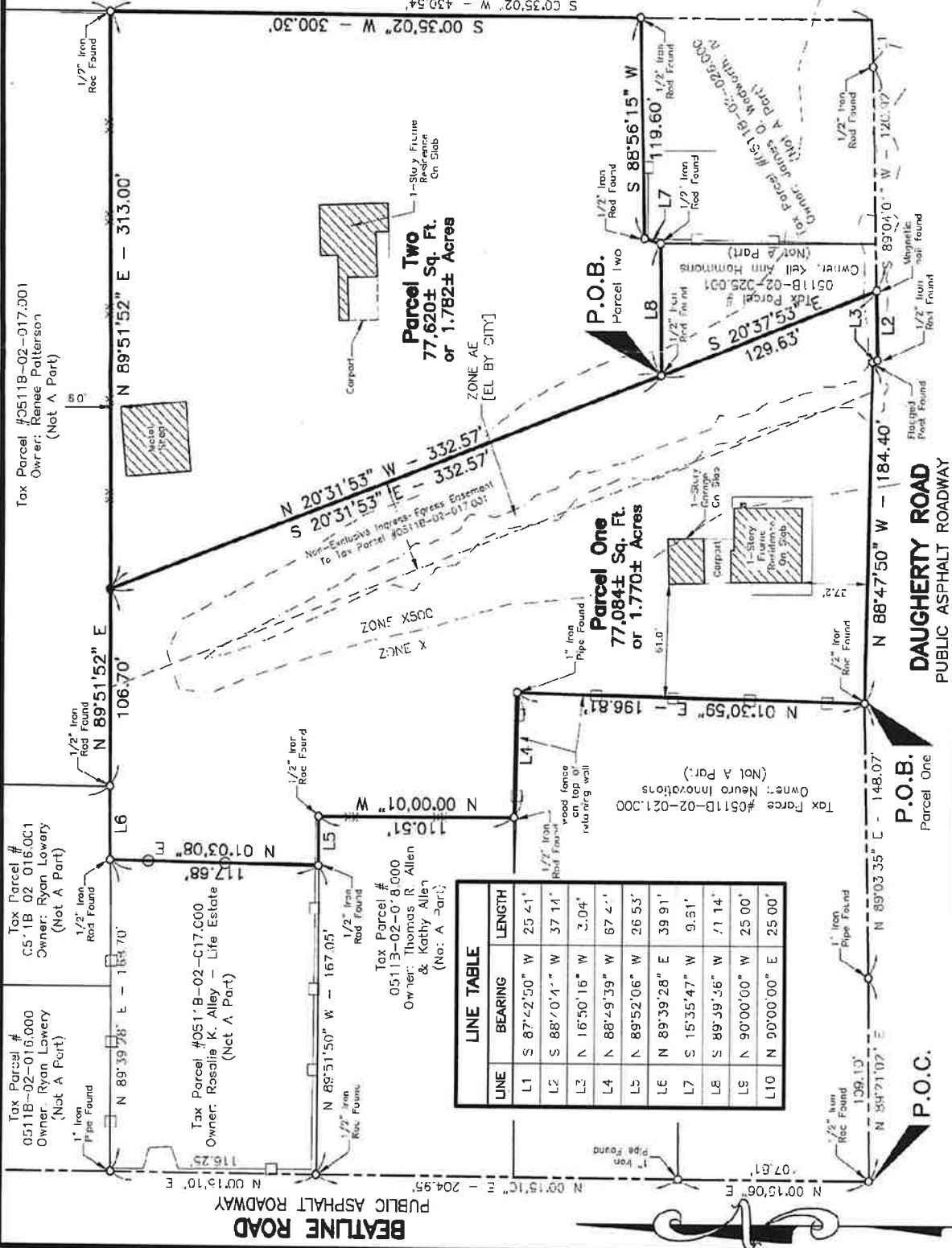
This is to certify to PHILIP KEITH, III that this survey was done by me or under my direct supervision and control, that the survey was done on the ground and was done in accordance with the most recent Minimum Standards of Practice for Land Surveyors as set forth by the State of Mississippi, Board of Licensure for Professional Engineers and Surveyors and that the accuracy of this survey and positional tolerances are in accordance with Class "A" surveys indicated in the above standards. I also certify there are no visible encroachments across city property lines except as shown.

Wayne M. Vess, Jr., P.S.

This survey plat is not valid without the raised or colored seal and signature of the Registered Land Surveyor.

CASSIDY-ACADIA
LAND SURVEYING, LLC Since 1947
Louisiana • Mississippi • Texas • Alabama
1714 22nd Avenue, Gulfport, Mississippi 39501
Phone • (228)896-7185 Fax • (228)896-8405
Email • Surveyor@Cassidy-Acadia.com

FIELD WORK COMPLETED ON: February 7, 2023
PLAT BOOK: 3 PG. 24



LINE	BEARING	LENGTH
L1	S 87°42'50" W	25.41'
L2	S 88°0'4" W	37.14'
L3	N 16°50'16" W	3.04'
L4	N 88°49'39" W	67.41'
L5	N 89°52'06" W	26.53'
L6	N 89°39'28" E	39.91'
L7	S 15°35'47" W	9.51'
L8	S 89°39'36" W	71.14'
L9	N 90°00'00" W	25.00'
L10	N 90°00'00" E	25.00'

SCALE: 1" = 80'
SCALE IN FEET

LEGEND

- ROUND PROPERTY CORNER (AS NOTED)
- SET 3/4" IRON ROD (UNLESS NOTED OTHERWISE)
- FOUND CORNER E RIGHT OF WAY MARKER
- EXISTING WIRE FENCE LINE
- EXISTING CHAIN LINK FENCE LINE
- EXISTING WOOD FENCE LINE

T 8 S - R 12 W
SECTION 3
SHEET 2 OF 4

MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

LEGAL DESCRIPTIONS OF THE (2) NEW PARCELS READ AS FOLLOWS:

LEGAL DESCRIPTION OF PARCEL ONE:

A parcel of land situated and being located in part of the Northwest Quarter (NW 1/4) of Section 3, Township 8 South, Range 12 West, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit: COMMENCING at 1/2-inch iron rod at the intersection of the easterly margin of Beatline Road with the northerly margin of Daugherty Road; thence run North 89 degrees 21 minutes 02 seconds East along the northerly margin of Daugherty Road a distance of 105.10 feet to a 1-inch iron pipe; thence run North 89 degrees 03 minutes 35 seconds East along the northerly margin of Daugherty Road a distance of 148.07 feet to a 1/2-inch iron rod and the POINT OF BEGINNING;

Thence departing the northerly margin of Daugherty Road, continue from said POINT OF BEGINNING North 01 degrees 30 minutes 59 seconds East along a wood fence line a distance of 196.81 feet to a 1-inch iron pipe; thence run North 88 degrees 49 minutes 39 seconds West along a wood fence line a distance of 67.41 feet to a 1/2-inch iron rod; thence run North 00 degrees 00 minutes 01 seconds West a distance of 110.51 feet to a 1/2-inch iron rod; thence run North 01 degrees 08 minutes 52 minutes 05 seconds a distance of 26.53 feet to a 1/2-inch iron rod; thence run North 89 degrees 39 minutes 28 seconds East along a chain link fence line a distance of 117.68 feet to 1/2-inch rod; thence run North 89 degrees 39 minutes 28 seconds East a distance of 39.91 feet to a 1/2-inch iron rod; thence run North 89 degrees 51 minutes 52 seconds East a distance of 106.70 feet to a 3/4-inch iron rod; thence run South 20 degrees 31 minutes 53 seconds East a distance of 332.57 feet to a 1/2-inch iron rod; thence run South 20 degrees 37 minutes 53 seconds East a distance of 129.63 feet to a MAG nail on the northerly margin of Daugherty Road; thence run South 88 degrees 40 minutes 41 seconds West along the northerly margin of Daugherty Road a distance of 37.14 feet to a 1/2-inch iron rod; thence run North 16 degrees 50 minutes 16 seconds West along the northerly margin of Daugherty Road a distance of 3.04 feet to a flagged fence post; thence run North 88 degrees 47 minutes 50 seconds West along the northerly margin of Daugherty Road a distance of 184.40 feet to THE POINT OF BEGINNING. Said parcel contains 1.770 acres, more or less.

LEGAL DESCRIPTION OF PARCEL TWO:

A parcel of land situated and being located in part of the Northwest Quarter (NW 1/4) of Section 3, Township 8 South, Range 12 West, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit: COMMENCING at 1/2-inch iron rod at the intersection of the easterly margin of Beatline Road with the northerly margin of Daugherty Road; thence run North 89 degrees 21 minutes 02 seconds East along the northerly margin of Daugherty Road a distance of 109.10 feet to a 1-inch iron pipe; thence run North 89 degrees 03 minutes 35 seconds East along the northerly margin of Daugherty Road a distance of 148.07 feet to a 1/2-inch iron rod; thence run South 88 degrees 47 minutes 50 seconds East along the northerly margin of Daugherty Road a distance of 184.40 feet to a flagged fence post; thence run South 16 degrees 50 minutes 16 seconds East along the northerly margin of Daugherty Road a distance of 3.04 feet to a 1/2-inch iron rod; thence run North 88 degrees 40 minutes 41 seconds East along the northerly margin of Daugherty Road a distance of 37.14 feet to a MAG nail; thence departing the northerly margin of Daugherty Road, run North 20 degrees 37 minutes 53 seconds West a distance of 129.63 feet to a 1/2-inch iron rod and the POINT OF BEGINNING;

Thence continue from said POINT OF BEGINNING North 20 degrees 31 minutes 53 seconds West a distance of 332.57 feet to a 3/4-inch iron rod; thence run North 89 degrees 51 minutes 52 seconds East along a hog wire fence line a distance of 313.00 feet to a 1/2-inch iron rod; thence run South 00 degrees 35 minutes 02 seconds West a distance of 300.30 feet to a 1/2-inch iron rod; thence run South 88 degrees 56 minutes 15 seconds West a distance of 119.60 feet to a 1/2-inch iron rod; thence run South 15 degrees 35 minutes 47 seconds West a distance of 9.61 feet to a 1/2-inch iron rod; thence run South 89 degrees 39 minutes 36 seconds West a distance of 71.14 feet to the POINT OF BEGINNING. Said parcel contains 1.782 acres, more or less.

PLAT SHOWING RESUBDIVISION SURVEY

OF
PARCELS #0511B-02-022.000
& #0511B-02-025.000
CITY OF LONG BEACH,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI

CASSADY-ACADIA
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Louisiana • Mississippi • Texas • Alabama
1714 22nd Avenue, Gulfport, Mississippi 39501
Phone • (228)898-7155 Fax • (228)898-8405
Email • Survey@cassady-acadia.com

FIELD WORK COMPLETED ON: February 7, 2023

CERTIFICATE OF RESUBDIVISION

In accordance with Article II, Section 3 of the Code of Ordinances (Subdivision Regulations) of the City of Long Beach as amended, it is hereby certified that the Long Beach Planning Commission Chairman and Long Beach Mayor and Board of Aldermen have reviewed and approved the attached Final Plat. The following property has been subdivided from Harrison County ad valorem tax parcel numbers 0511B-02-021.000 and 0511B-02-025.000 into Two new parcels. The subject properties are generally described as being located adjacent to Daugherty Road.

LEGAL DESCRIPTION OF LANDS PRIOR TO THIS RESUBDIVISION:
PARCEL NO. 0511B-02-022.000

A parcel of land situated and being located in part of Lot 2, Block 3, Cox's Subdivision, situated in the Northwest 1/4 of Section 3, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at an iron rod found at the intersection of the easterly margin of Beatline Road and the northerly margin of Daugherty Road; thence run North 89 degrees 21 minutes 02 seconds East along the northerly margin of Daugherty Road a distance of 109.10 feet to an iron pipe found; thence run North 89 degrees 03 minutes 35 seconds East along the northerly margin of Daugherty Road a distance of 148.07 feet to an iron rod found at the POINT OF BEGINNING of the parcel herein described; thence run from said POINT OF BEGINNING South 88 degrees 47 minutes 50 seconds East along the northerly margin of Daugherty Road a distance of 184.40 feet to a flagged fence post found; thence run North 16 degrees 50 minutes 15 seconds West a distance of 127.67 feet to an iron rod set; thence run South 89 degrees 03 minutes 53 seconds West a distance of 25.02 feet to an iron rod set; thence run North 20 degrees 31 minutes 53 seconds West a distance of 82.24 feet to an iron rod set; thence run North 88 degrees 49 minutes 39 seconds West a distance of 86.33 feet to an iron pipe found; thence run South 01 degrees 30 minutes 59 seconds West a distance of 196.81 feet to the POINT OF BEGINNING. Said parcel contains 0.84 acres, more or less.

PARCEL NO. 0511B-02-025.000

A parcel of land situated and being located in part of Lots 1 & 2, Block 3, Cox's Subdivision, situated in the Northwest 1/4 of Section 3, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at an iron rod found at the intersection of the easterly margin of Beatline Road and the northerly margin of Daugherty Road; thence run North 00 degrees 15 minutes 06 seconds East along the easterly margin of Beatline Road a distance of 107.81 feet to an iron pipe found; thence run North 00 degrees 15 minutes 10 seconds East along the easterly margin of Beatline Road a distance of 321.20 feet to an iron pipe found; thence run North 89 degrees 39 minutes 28 seconds East a distance of 168.66 feet to an iron rod set at the POINT OF BEGINNING of the parcel herein described; thence continue from said POINT OF BEGINNING North 89 degrees 39 minutes 28 seconds East a distance of 40.18 feet to an iron rod found; thence run North 89 degrees 51 minutes 53 seconds East a distance of 419.48 feet to an iron rod set on the westerly margin of Cedar Place Subdivision (Plat Book 47, Page 5 of the Plat Book Records of Harrison County, Mississippi); thence run South 00 degrees 35 minutes 02 seconds West along the westerly margin of Cedar Place Subdivision a distance of 300.30 feet to an iron rod set on the westerly margin of Cedar Place Subdivision; thence run South 88 degrees 56 minutes 15 seconds West a distance of 119.60 feet to an iron rod set; thence run South 15 degrees 35 minutes 47 seconds West a distance of 9.61 feet to an iron rod set; thence run South 89 degrees 39 minutes 36 seconds West a distance of 71.14 feet to an iron rod set; thence run South 20 degrees 37 minutes 53 seconds East a distance of 129.63 feet to a flagged nail found on the northerly margin of Daugherty Road; thence run South 88 degrees 40 minutes 41 seconds West along the northerly margin of Daugherty Road a distance of 37.14 feet to an iron rod set on the northerly margin of Daugherty Road; thence run North 16 degrees 50 minutes 16 seconds West through a found flagged fence post a distance of 130.71 feet to an iron rod set; thence run South 89 degrees 03 minutes 53 seconds West a distance of 25.02 feet to an iron rod set; thence run North 20 degrees 31 minutes 53 seconds West a distance of 82.24 feet to an iron rod set; thence run North 88 degrees 49 minutes 39 seconds West through an iron pipe found a distance of 155.74 feet to an iron rod found; thence run North 00 degrees 00 minutes 01 seconds West a distance of 110.51 feet to an iron rod set; thence run North 89 degrees 52 minutes 04 seconds East a distance of 26.53 feet to an iron rod set; thence run North 01 degrees 01 minutes 56 seconds East a distance of 117.68 feet to the POINT OF BEGINNING. Said Parcel contains 2.91 acres, more or less.

MINUTES OF OCTOBER 26, 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 sixty (60) days of the date below.

Administrator _____ Date: _____

PLANNING COMMISSION:

Submitted to and approved by the City of Long Beach Planning Commission at the regularly scheduled meeting on the _____ day of _____, 2023.

Planning Commission Chairman _____

APPROVAL:

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

ATTEST:

ADOPT:

City Clerk _____ Mayor _____

Prepared by:
City of Long Beach
Planning Commission
201 Jeff Davis Avenue
Long Beach, MS 39560
228-863-1354

PLAT SHOWING RESUBMISSION SURVEY
OF
PARCELS #0511B-02-022.000
& #0511B-02-025.000
CITY OF LONG BEACH,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI



CASSADY-ACADIA
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Phone • (228)896-7155 Fax • (228)896-8405
Email • Surveys@cassady-acadia.com

HELD WORK COMPLETED ON: February 7, 2023

FILED: 02-07-2023 10:00 AM 3 BR 24

CERTIFICATE OF OWNERSHIP:

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


Philip B. Keith, III, Owner
Date: 09-29-2023

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



My Commission Expires: 06/01/2024

CERTIFICATE OF SURVEY AND ACCURACY:

I hereby certify that this map drawn by me or under my supervision from actual survey made by me or actual survey made under my supervision and was prepared in accordance with all applicable codes and ordinances. Witness my original signature, registration number and seal this the 14 day of FEBRUARY, 2023.


Wayne M. Viles, Jr., PS
Registration No. 32711



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




Sierra R. Carr
NOTARY PUBLIC
My Commission Expires: 3/13/2026

**MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Tina Dahl

From: Joe Culpepper <joe.culpepper@h2oinnovation.com>
Sent: Tuesday, October 3, 2023 3:13 PM
To: Tyler Yarbrough; Tina Dahl
Cc: David Ball; jan@cityoflongbeachms.com
Subject: RE: Certificate of Resubdivision, 20294 and 20302 Daugherty Road

I do not recommend this resubdivision.

If the city elect to approve this, City will need:

Parcel 1 will need to give the City a 35' utility easement along the existing ditch.

Parcel 2 will need a ingress/ egress easement along with utility easement for water and sewer from Parcel 1.

Joe Culpepper, P.E.
Project Manager



Trusted Utility Partners

Office # (228) 883-0440
 494 Kohler Street Long Beach, MS 39560
 P.O. Box 591 Long Beach, MS 39560
joe.culpepper@h2oinnovation.com ; www.h2oinnovation.com



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

October 2, 2023

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

RE: Certificate of Subdivision – Tax Parcel No. 0511B-02-022.000 & 0511B-02-025.000

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 a part of Lots 1 and 2, Block 3, located in First Judicial District of Harrison County, Mississippi, in the Northwest ¼ of Section 3, Township 8 South, Range 12 West. This subdivision consists of a simple realignment of property lines, with no new parcels being created. Proposed Parcel "One" will be nearly 1.770 acres in size, with approx. 184.40 feet of street frontage on Daugherty Drive. Proposed Parcel "Two" will be landlocked and nearly 1.782 acres in size, with no street frontage.

The Certificate itself has all appropriate certifications and information. However, we do see an issue which is listed below:

- Parcel Two:
 - The proposed parcel has 0 feet of street frontage on Daugherty Drive., which doesn't meet the ordinance requirements of 35 feet.

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

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

Sincerely,

Tyler Yarbrough

TY:539

Biloxi | Long Beach | Pascagoula | Daphne

**MINUTES OF OCTOBER 26, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

After considerable discussion, and upon recommendation made by the City Engineer and H2O Director, Commissioner Suthoff made motion, seconded by Commissioner Brown and unanimously carried recommending to table the application giving the applicant more time to comply with the City Ordinances.

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

APPROVED:

Chairman Frank Olaivar

DATE: _____

ATTEST: _____

Tina M. Dahl, Minutes Clerk