

**MINUTES OF MARCH 14, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**AGENDA  
MARCH 14, 2024  
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- 308 Joyce Avenue, Tax Parcel 0612D-01-055.001, Submitted by Sybil Wilkerson (owner) and Justin Due (agent).
  - 2. Variance- 201 East 4<sup>th</sup> Street, Tax Parcel 0612B-02-056.000, Submitted by Richard and Patricia Bennett.
- IV. ANNOUNCEMENTS**
- V. APPROVE MINUTES**
  - 1. February 22, 2024
- VI. UNFINISHED BUSINESS**
  - 1. Short-Term Rental- 145 South Ocean Wave Avenue, Tax Parcel 0711N-05-032.000, Submitted by Jay Martyn and Samantha Matney (owners) and Tanya Darrow, Beachy Bookings, LLC (property manager).
- VII. NEW BUSINESS**
  - 1. Tree Removal- 5 Chiniche Lane, Tax Parcel 0611N-01-059.000, Submitted by Frank and Suzanne Reed.
  - 2. Short-Term Rental- 605 South Nicholson Avenue, Tax Parcel 0612A-01-072.000, Submitted by Bobby Wayne Mooney (owner) and Darryl Mitchell (property manager).
  - 3. Short-Term Rental- 114 Central Avenue, Tax Parcel 0711N-05-024.000, Submitted by Kristy Haenggi and Jennifer Griffin- JenKo Properties (owners) and Michelle Chaisson, Coastal Concierge, LLC (property manager).
  - 4. Certificate of Resubdivision- 330 Kerr Street, Tax Parcel 0612A-03-064.001, Submitted by Frank Powell.
  - 5. Sketch Plat Approval- Ivey Place Subdivision, 20583 Johnson Road, Tax Parcel 0512B-01-029.000, Submitted by Franklin Jason Overstreet.
  - 6. Planning and Development Commission Resignation- Commission Michael Levens, Ward 5 Appointee.
- 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 March 19, 2024.**

**\*\*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 Shawn Barlow read the Opening Statement for the Planning and Development Commission.

\*\*\*\*\*

**MINUTES OF MARCH 14, 2024  
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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, March 14, 2024, 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 William Suthoff, David DiLornzo, Ryan McMahon, Trey Gaddy, and Marcia Kruse, City Advisor Bill Hessell, Building Official Mike Gundlach, Building Inspector Ryan Ladner and Minutes Clerk Tina M. Dahl.

Absent the public hearings were Commissioners Nicholas Brown and Jennifer Glenn.

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

\*\*\*\*\*

The first public hearing to consider a Variance for the property located at 308 Joyce Avenue, Tax Parcel 0612D-01-055.001, submitted by Sybil Wilkerson (owner) and Justin Due (agent), as follows:

MINUTES OF MARCH 14, 2024  
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 <u>3/14/24</u>
Zoning <u>K-1</u>
Agenda Date <u>3/14/24</u>
Check Number <u>493</u>

VARIANCE REQUEST

- I. Tax Parcel Number(s): 0612D-01-055.001
- II. Address of Property Involved: 308 Joyce Ave Long Beach MS 39560
- III. Statement clearly explaining the request being made. (Attach supplemental pages if necessary.)

I am asking for a 3 foot variance on the south side of my property to build an RV cover. This would put it 5' from my property line/fence.

**\*\*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? On my plat Boundary Survey it shows a drainage easement but I have confirmed with the city and public works that this is incorrect. The drainage is actually on the south side of my neighbors property (10/4) I will be adding gutters to insure no runoff will affect my neighbors property.
- 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. With the NUSE placement If I had to move the cover to the north I would not be able to park my RV.
- 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? With the NUSE placement If I had to move the cover to the north I would not be able to park my RV.
- 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. Without this request I will not be able to properly protect my RV.

**MINUTES OF MARCH 14, 2024  
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**IV. REQUIRED ATTACHMENTS:**

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

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

**V. OWNERSHIP AND CERTIFICATION:**

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

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

SYBIL WILKERSON  
Name of Rightful Owner (PRINT)

JUSTIN DUE  
Name of Agent (PRINT)

308 JOYCE AVE  
Owner's Mailing Address

308 JOYCE AVE  
Agent's Mailing Address

LONG BEACH MISS 39560  
City State Zip

LONG BEACH MS 39560  
City State Zip

870-904-3451  
Phone

985-264-9310  
Phone

Sybil Wilkerson 2.20.24  
Signature of Rightful Owner Date

Justin Due  
Signature of Applicant Date



# MINUTES OF MARCH 14, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

SCANNED



Mississippi State Bar  
Harrison County  
2024-03-14  
10:00 AM - 11:00 AM  
Page 5 of 10

REVIEWED

Prepared by:  
Andrew Martin, PLLC  
Attorney at Law  
1919 27th Ave  
P.O. Box 861  
Gulfport, MS 39502  
(228) 865-9947  
MS Bar # 1066

Notary At:  
Andrew Martin, PLLC  
Attorney-at-Law  
1919 27th Ave  
P.O. Box 861  
Gulfport, MS 39502  
(228) 865-9947  
MS Bar # 1066

STATE OF MISSISSIPPI  
HARRISON COUNTY  
FIRST JUDICIAL DISTRICT

### WARRANTY DEED

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

Garry C. Owen and Theresa E. Amiskey  
5 Ashby Court  
Long Beach, MS 39560  
(228) 363-0543

do hereby sell, convey and warrant unto

Sybil Blaine Wilkerson  
308 Joyce Avenue  
Long Beach, MS 39560  
(870) 904-3451

that certain tract, piece or parcel of land situated and being located in First Judicial District of Harrison County, State of Mississippi, more particularly described as follows, to-wit:

(See Exhibit A attached, Page 2)

INDEXING INSTRUCTIONS: EXEMPT  
The subject property is not the homestead of the Grantors

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

IT IS AGREED and understood that the taxes for the current year have been provided as of this date or as estimated here. When said taxes are actually determined, if the provision as of the date is incorrect, then the Grantor(s) agrees to pay the same(s), or its assigns, any deficit or on actual payment, and likewise, the Grantor(s) agrees to pay the Grantee(s), or its assigns, any amount overpaid by it.

WITNESS OUR SIGNATURES, this 23rd day of September, 2019.

*Garry C. Owen*  
Garry C. Owen  
*Theresa E. Amiskey*  
Theresa E. Amiskey

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY APPEARED before me, the undersigned authority in and for the above named jurisdiction, the within named Garry C. Owen and Theresa E. Amiskey, who acknowledged that they signed and delivered the foregoing Warranty Deed on the day and year therein written as their own free and voluntary act and deed.

GIVEN under my hand and official seal on this 23rd day of September, 2019.

NOTARY PUBLIC

MY COMMISSION EXPIRES



*Ronald A. My*

Page 3 of 10

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### Exhibit "A"

Lot 5, Block B, REINKE SUBDIVISION, 4th Addition according to the map or plat thereof on file in Plat Book 31, at Page 20, inclusive, in the office of the Chancery Clerk of Harrison County, Mississippi.

# MINUTES OF MARCH 14, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

**REFERENCE MAPS:**

- A) Official plat of REINIKE SUBDIVISION, 4TH ADDITION as recorded in Plat Book 31 at Page 20.
- B) Survey of subject property prepared by Edward Jermyn on April 14, 1983.
- C) Survey of Lot 4, Block B, REINIKE SUBDIVISION, 4TH ADDITION prepared by J. Michael Cassidy on April 24, 1986.
- D) Survey of Lot 6, Block B, REINIKE SUBDIVISION, 4TH ADDITION prepared by Edward Jermyn on June 3, 1983.

**REFERENCE BEARINGS:**

The bearings shown hereon are based on the "Mississippi State Plane Coordinate System - East Zone - NAD 83" using GPS GCGC-RTN System accessed on February 6, 2024. (\*) Represents the Basis of Bearings. Distances shown are U.S. Survey feet.

**FEMA FLOOD ZONE AND HAZARDS:**

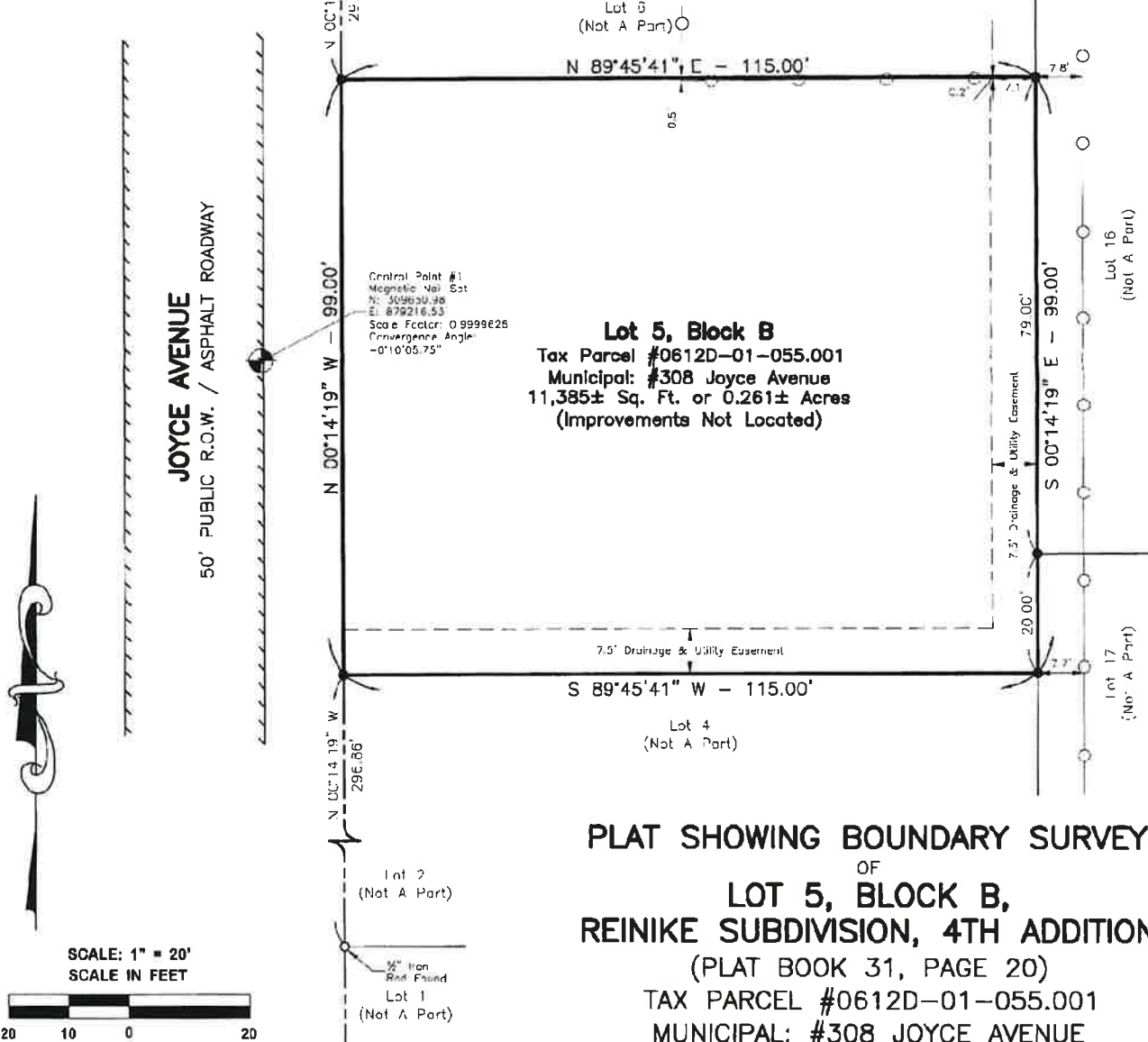
This lot is located in Flood Zone "X" Area of/per FEMA Map Community Panel Number 28047C0356G for Harrison County, Mississippi dated December 21, 2017. Base Flood Elevation is subject to change and should be verified with the local authority's Flood Plain Administrator before any design or construction.

**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-ways 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.

**LEGEND**

FOUND PROPERTY MARKER (AS NOTED)	○
SET 3/4" IRON ROD (UNLESS NOTED OTHERWISE)	●
EXISTING CHAIN LINK FENCE LINE	—○—



**Lot 5, Block B**  
Tax Parcel #0612D-01-055.001  
Municipal: #308 Joyce Avenue  
11,385± Sq. Ft. or 0.261± Acres  
(Improvements Not Located)

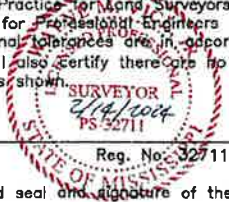
**PLAT SHOWING BOUNDARY SURVEY  
OF  
LOT 5, BLOCK B,  
REINIKE SUBDIVISION, 4TH ADDITION**

(PLAT BOOK 31, PAGE 20)  
TAX PARCEL #0612D-01-055.001  
MUNICIPAL: #308 JOYCE AVENUE  
CITY OF LONG BEACH,  
FIRST JUDICIAL DISTRICT OF  
HARRISON COUNTY, MISSISSIPPI

**CERTIFICATION:**

This is to certify to JUSTIN DUE 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 specification and positional tolerances are in accordance with Class "C" surveys indicated in the above standards. I also certify there are no visible encroachments across any property lines except as shown.

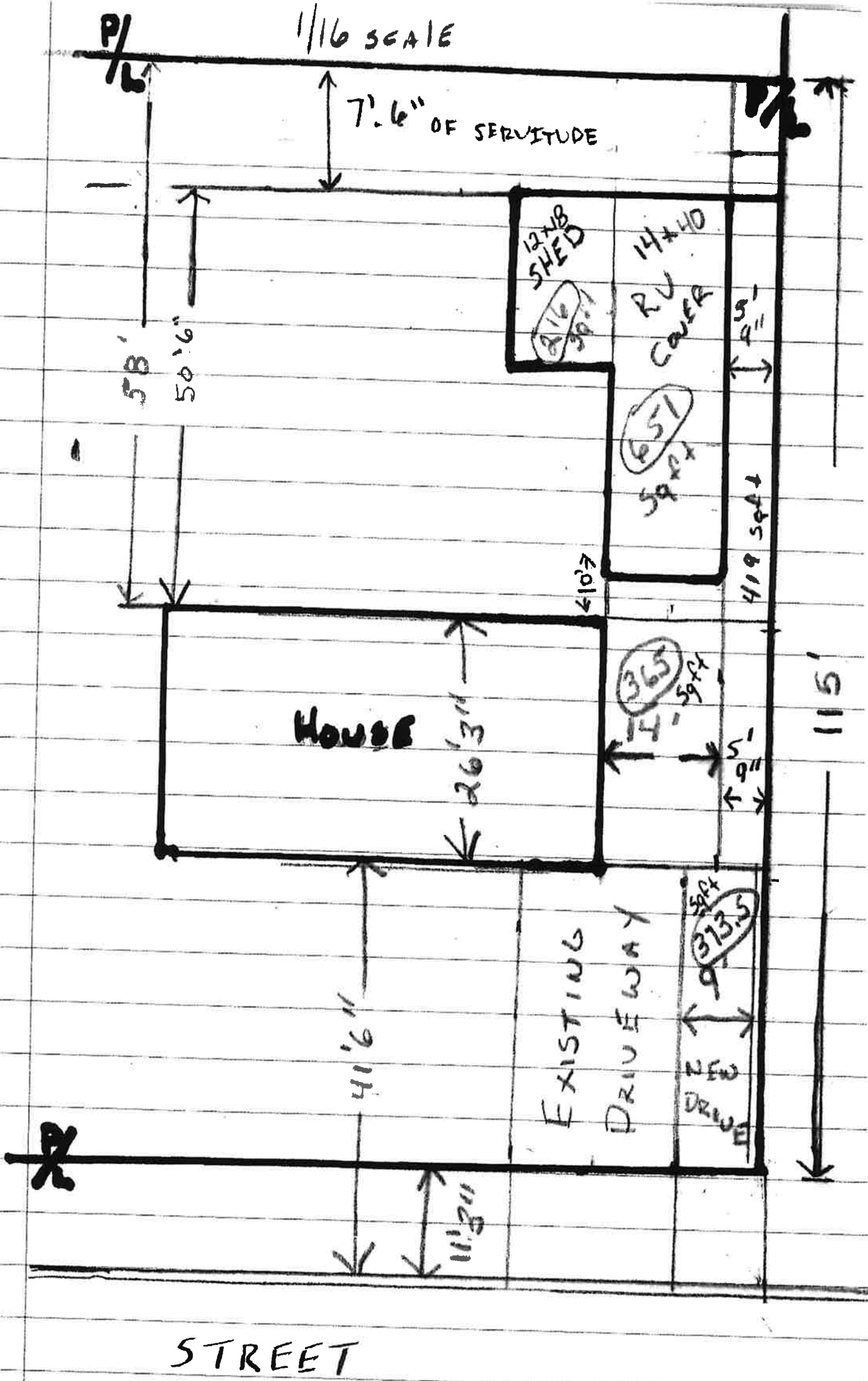
*Wayne M. Vice, Jr.*  
Wayne M. Vice, Jr., PS. Reg. No. 32711



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

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

MINUTES OF MARCH 14, 2024  
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION



# MINUTES OF MARCH 14, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

The Clerk reported that twenty-seven (27) notices of public hearing were sent by regular mail to property owners within one hundred sixty feet (160') of the subject property. Notices were also posted on the bulletin boards at City Hall, the Building Official's Office and the Water Department, 201 Jeff Davis Avenue and at the Long Beach Public Library, 209 Jeff Davis Avenue; said notice was ordered as part of these proceedings:

## City of Long Beach



### LEGAL NOTICE PUBLIC HEARING

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

Sybil W. Ikerson, 308 Joyce Avenue, Long Beach, MS, 39560 (owner) and Justin Duc, 308 Joyce Avenue, Long Beach, MS, 39560 (agent), have filed an application for a Variance in accordance with the Comprehensive Long Beach Unified Land Ordinance. The applicants are requesting a 3-foot side yard variance for the construction of an RV cover. The city's requirements are 8-foot side yard setback. The location of the request is 308 Joyce Avenue, Tax Parcel 26120-01-055 001. The legal descriptions are as follows:

LD- 5 BLK B REINIKE SUBD 4TH ADD

A Public Hearing to consider the above Variance request will be held in the City of Long Beach, Mississippi, 39560, March 14, 2024, at 5:30 p.m. in the Long Beach City Hall Meeting Room located at 201 Jeff Davis Avenue. The city encourages all residents, groups and organizations to contact the city if they have any questions concerning the petition.

/s/ signed  
Chairman  
Planning and Development Commission

City of Long Beach • P.O. Box 929 • Long Beach, MS 39560 • (601) 647-1556 • FAX (601) 415-1922  
www.cityoflongbeach.ms.gov

AVERY	5760	East Park Address Labels	39560.com/longbeach
Mac Collogh Douglas R and Kathryn C Trustees 289 North Burke Avenue Long Beach, MS 39560	Toth William M and Marie L 117 Inyre Avenue Long Beach, MS 39560	Martin James S 305 Joyce Avenue Long Beach, MS 39560	
Meadows Rachel A 304 Joyce Avenue Long Beach, MS 39560	Morris Bari Lane and Cathy Jo 303 Rita Lane Long Beach, MS 39560	Ford Stephen P and Debra 305 Rita Lane Long Beach, MS 39560	
Sarlin Alvin C 136 Belle Terre Court Long Beach, MS 39560	Arnold Elizabeth H 718 Old Savannah Drive Long Beach, MS 39560	Schroeder Margaret M 311 Rita Lane Long Beach, MS 39560	
Clark Cheryl Nadine 313 Rita Lane Long Beach, MS 39560	Carney Elizabeth 312 Rita Lane Long Beach, MS 39560	Huff Inghua 310 Rita Lane Long Beach, MS 39560	
Bradford Thomas E Jr 308 Rita Lane Long Beach, MS 39560	McGoey Peter L IV and Amy L 306 Rita Lane Long Beach, MS 39560	Dredley Shannon Deidre 304 Rita Lane Long Beach, MS 39560	
Shelmar Lane H 5032 Hunter Jumper Street North Las Vegas, NV 89081	Ladner Lodger K and Kimberly L 311 Joyce Avenue Long Beach, MS 39560	Cain Edith Ellice 313 Joyce Avenue Long Beach, MS 39560	
Braun John J -EST- and Mary E -EST- 107 Inyre Avenue Long Beach, MS 39560	Adam Timothy J 305 Joyce Avenue Long Beach, MS 39560	Wharton Fleannr 303 Joyce Avenue Long Beach, MS 39560	
Hancock Robert 214 North Island View Avenue Long Beach, MS 39560	Harrison Gloria D 216 North Island View Avenue Long Beach, MS 39560	McNally Ashley M and Trina Jess A 218 North Island View Avenue Long Beach, MS 39560	
Terry Evelyn L 496 North Island View Avenue Long Beach, MS 39560	Baker Richard C and Patricia -Trustees 498 North Island View Avenue Long Beach, MS 39560	Tinsley Charles Edward 530 North Island View Avenue Long Beach, MS 39560	



# MINUTES OF MARCH 14, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

### AFFIDAVIT

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
CITY OF LONG BEACH

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

1. That she is the duly appointed and acting Minutes Clerk of the City of Long Beach, Mississippi, Planning and Development Commission;

2. That in such capacity, she is responsible for mailing Notices of Public Hearing for the purpose of notifying property owners within One Hundred Sixty Feet (160') excluding public right of ways, of the subject property, when application for zoning map changes, variances, appeals, etc., are filed, as stipulated in The Zoning Ordinance Number 598 of the City of Long Beach; and other matters pertaining to such Public Hearings; and the business of the Planning and Development Commission in and of the City of Long Beach;

3. That on February 23, 2024, she did cause to be mailed, Notice of Public Hearing, a copy of which is attached hereto, to twenty-seven (27) property owners within One Hundred Sixty Feet (160') excluding public right of ways, of, Tax Parcel 06120-01-055-001, notifying them that a Public Hearing will be held, March 14, 2024, to consider an application for a Variance.

Given under my hand this 20th day of February 2024.

*Stacey Dail*  
STACEY DAIL, AFFIAN

SWORN TO AND SUBSCRIBED before me on this 20th day of February 2024.

*Kim Brooks*  
NOTARY PUBLIC

My Commission Expires:



The Clerk reported that she did cause to be published in the Gazebo Gazette, a newspaper with general circulation in the City of Long Beach, and published in Harrison County, Legal Notice of Public Hearing, as evidenced by the Publisher' 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 BILLYE BASKIN, publisher of THE GAZETTE GAZETTE, a newspaper printed and published in Harrison County, who being duly sworn, depose and says the publication of the notice hereunto attached has been made in the said publication \_\_\_\_\_ weeks in the following numbers and on the following dates of such paper:

Vol. XX No. 8 dated 23 day of February, 2024  
 Vol. XX No. 8 dated 23 day of February, 2024  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_ 20\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_ 20\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_ 20\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_ 20\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_ 20\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_ 20\_\_

Affiant further deposes and says that said newspaper has been established and published continuously in said county for period of more than three months prior to the first publication of said notice.

*Billeye Baskin*  
Publisher

Sworn to and subscribed before me this \_\_\_ day of \_\_\_ A.D. 20\_\_  
*Kim Brooks*  
Notary Public

Commission Chairman Frank Olavar asked for anyone speaking in favor or opposition and the following came forward:

- Douglas MacCullagh, 310 Joyce Avenue, spoke in favor of the variance request stating he has visited with the applicants and his concerns were addressed.

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

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

\*\*\*\*\*

The second public hearing to consider a Variance for the property located at 201 East 4<sup>th</sup> Street, Tax Parcel 0612B-02-056.000, submitted by Richard and Patricia Bennett, as follows:

MINUTES OF MARCH 14, 2024  
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 2/16/24  
Zoning R-1  
Agenda Date 3/14/24  
Check Number 1715

VARIANCE REQUEST

I. Tax Parcel Number(s): 06128-02-056.000

II. Address of Property Involved: 201 E 4th St

III. Statement clearly explaining the request being made. (Attach supplemental pages if necessary.)  
Asking for a 18th Front variance (From Property Line). House will still be 20' from S Burke. Also asking for a 10' variance leaving 5' from property line (only for Garage 24 feet long) in rear

**\*\*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? Due to this being a corner lot we are requesting. We will face the home to the west. please see attached plans and set back drawing

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. Please see drawings submitted  
Vacant lot. No current structures on property

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? Due to the lot being a corner lot and having additional set backs we would not be able to build our retirement home (forever home) if variance is granted

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. Note a variance was give to the home south of property. Allowing that home to be built 3 feet from property line. House west of property was also granted setback variance in order to build.

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**IV. REQUIRED ATTACHMENTS:**

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

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

**V. OWNERSHIP AND CERTIFICATION:**

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

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

<p><u>Richard &amp; Patricia Bennett</u> Name of Rightful Owner (PRINT)</p> <p><u>20108 Daugherty Road</u> Owner's Mailing Address</p> <p><u>Long Beach, MS 39560</u> City                      State                      Zip</p> <p><u>228-861-6348</u> Phone</p> <p><u>Richard Bennett</u>      <u>2-6-24</u> Signature of Rightful Owner                      Date</p>	<p>_____ Name of Agent (PRINT)</p> <p>_____ Agent's Mailing Address</p> <p>_____ City                      State                      Zip</p> <p>_____ Phone</p> <p>_____ Signature of Applicant                      Date</p>
--	--



MINUTES OF MARCH 14, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



1st Judicial District  
Instrument 2010-48810-JJ  
Filed/Recorded 12/21/2010 04:07 P  
Total Fees \$ 12.00  
3 Pages Recorded

Return To:  
Prepared By:

Jamae C. Simpson, Jr.  
Wise Carter Child & Caraway, P.A.  
2781 C.T. Switzer, Sr., Drive, Suite 307  
Biloxi, MS 39531  
(601)385-0390

Indexing Instructions:  
5 margin of Fourth St and the E margin of Burke Ave  
1st Judicial District, Harrison County, MS

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

WARRANTY DEED

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

JEL Investments, LLC  
Post Office Box 779  
Long Beach, MS 39560  
228-863-0303

does hereby sell, convey, bargain and warrant to:

2  
RICHIARD BENNETT AND PATRICIA BENNETT  
20108 Daughtery Road  
Long Beach, MS 39560  
228-861-4782

as Joint Tenants with full rights of survivorship and not as Tenants in Common. The following described property, situated and located in Harrison County, Mississippi, and being more particularly described as follows, to-wit:

INDEXING INSTRUCTIONS: See attached Exhibit A for full legal description.

Any outstanding taxes on the property are the sole responsibility of the grantee.

WITNESS THE SIGNATURE of the Grantor, this the 21 day of Oct, 2010.

JEL INVESTMENTS, LLC

By: *James E. Levens III*  
Name: JAMES E. LEVENS III  
Title: Managing Member.

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named JAMES LEVENS, the MANAGING MEMBER of JEL Investments, LLC, who acknowledged before me the he/she signed, sealed and delivered the above and foregoing instrument on behalf of JEL Investments, LLC, having been first duly authorized to do so.

WITNESS MY SIGNATURE AND SEAL OF OFFICE, this the 21 day of OCTOBER, 2010.

My Commission Expires:

*4/20/13*

*Karen Stallings*  
Notary Public

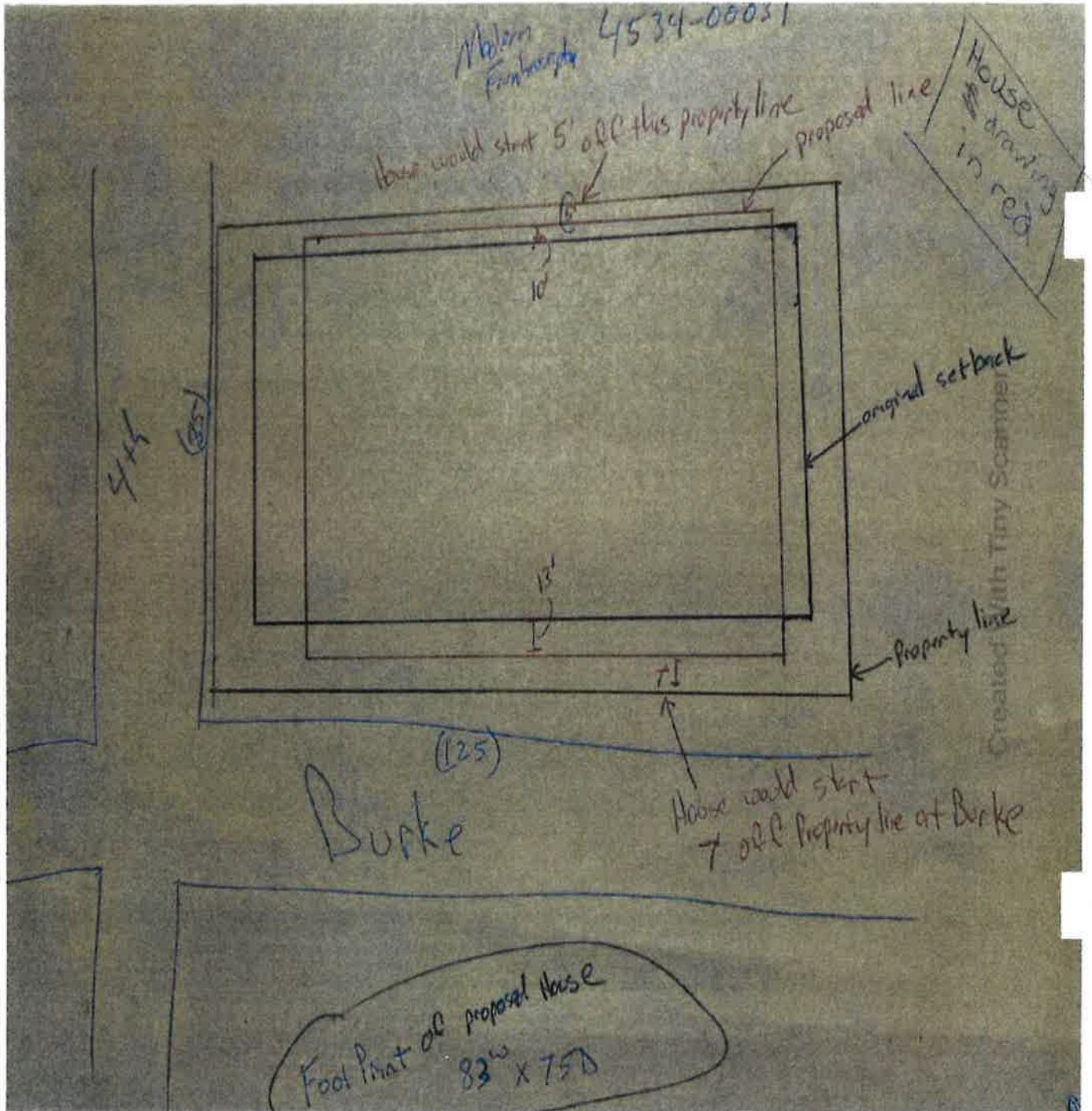


EXHIBIT "A"

Commencing at the intersection of the South margin of Fourth Street and the East margin of Burke Avenue in the City of Long Beach, Harrison County, Mississippi, thence run Easterly along the South margin of Fourth Street a distance of 85 feet; thence run South 28 degrees East a distance of 125 feet; thence run Westerly a distance of 85 feet; thence run North 28 degrees West a distance of 125 feet to the South margin of Fourth Street and the Point of Beginning; being situated in and a part of Block 15, ORIGINAL LONG BEACH, First Judicial District of Harrison County, Mississippi, according to the official map or plat on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Plat Book 11 at Page 6 (Copy Book 4A at Page 365) thereof, reference to which is hereby made in aid of and as part of this description.



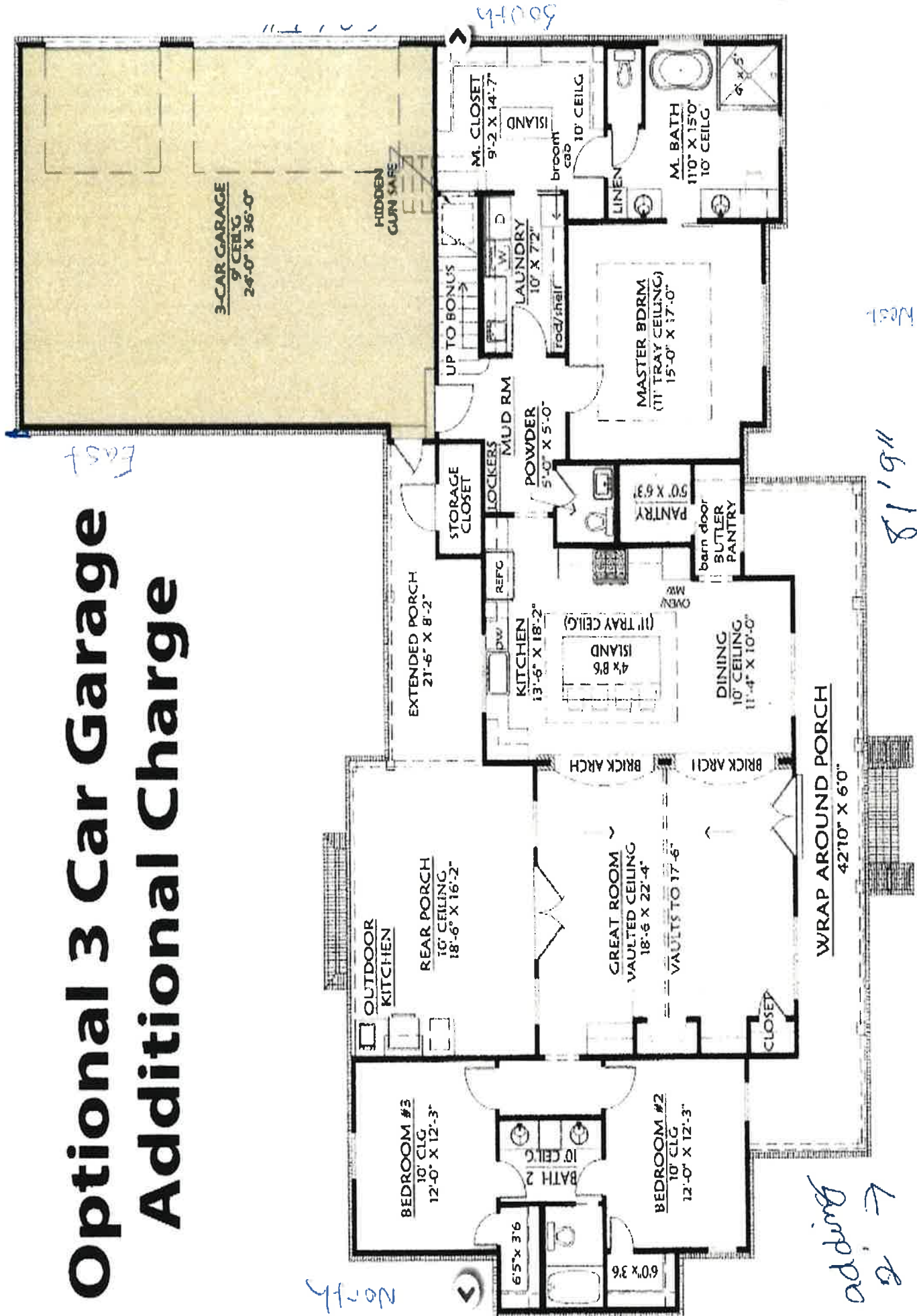
**MINUTES OF MARCH 14, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**





MINUTES OF MARCH 14, 2024  
 REGULAR MEETING  
 LONG BEACH PLANNING and DEVELOPMENT COMMISSION

# Optional 3 Car Garage Additional Charge



The Clerk reported that fourteen (14) 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

# MINUTES OF MARCH 14, 2024 REGULAR MEETING

## LONG BEACH PLANNING and DEVELOPMENT COMMISSION

and the Water Department, 201 Jeff Davis Avenue and at the Long Beach Public Library,  
209 Jeff Davis Avenue; said notice was ordered as part of these proceedings:

City of Long Beach



### LEGAL NOTICE PUBLIC HEARING

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

Richard and Patricia Bennett, 20108 Daugler by Road, have filed an application for a Variance in accordance with the Comprehensive Long Beach Unified Land Ordinance. The applicants are requesting a 18 foot front variance and a 10 foot rear variance for construction of a new single-family residential home. The city's requirements are 23 foot front setback and a 13 foot rear setback. The location of the request is 201 East 4<sup>th</sup> Street, Tax Parcel 06128-02-056-003. The legal descriptions are as follows:

BEG AT 4TH ST E. BURKE AVE RUN E 85 FT S 25 FT W 85 FT N 125 FT TO RFG BK 15 ORIGINAL LONG BEACH

A Public Hearing to consider the above Variance request will be held in the City of Long Beach, Mississippi, 39560, March 14, 2024, at 5:30 p.m., in the Long Beach City Hall Meeting Room located at 201 Jeff Davis Avenue. The city encourages all residents, groups and organizations to contact the city if they have any questions concerning the petition.

As/ signed  
Challiman  
Planning and Development Commission

201 Jeff Davis • P.O. Box 5199 • Long Beach, MS 39560 • (228) 863-1556 • FAX (228) 863-3822  
www.cityoflongbeach.ms.gov

VERY 5160	Printed Address Labels	Go to Avery.com/templates
Comeaux Kelly Lynn 23 East 74 <sup>th</sup> Street Apt 2A New York, NY 10075	Palazzolo Jess B and Joseph Miceli 205 East 4 <sup>th</sup> Street Long Beach, MS 39560	Winkler Robert 207 East 4 <sup>th</sup> Street Long Beach, MS 39560
McClelland Charles F 6252 Winthrop Circle Jackson, MS 39206	Heard Ronald S and Kristina M 413 South Burke Avenue Long Beach, MS 39560	Cantin Patricia W 1301b Cypress Gold Drive St Amant, LA 70174
Steib Randall M -ETAL- 1808 Harvest Drive Houma, LA 70360	Reech Johnny R and Mayeaux Stacey P 2813 Westerwood Drive Baton Rouge, LA 70815	Davis Lanelle PO Box 47 Long Beach, MS 39560
Voisin Clara 400 South Burke Avenue Long Beach, MS 39560	Delvalle Tina N 125 East 4 <sup>th</sup> Street Long Beach, MS 39560	Armstrong Lane R and Sheree and Jeremy 17659 Boone Robinson Road Patriot, N 47038
Larosa David V Jr and Susan E PO Box 524 Long Beach, MS 39560	Irby Rorale A and Gay T 252 East 4 <sup>th</sup> Street 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 STACEY 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'), excluding public right of ways of the subject property when applications for zoning map changes, variances, appeals, etc., are filed as stipulated in The Zoning Ordinance Number 598 of the City of Long Beach; and other matters pertaining to such Public Hearings and the business of the Planning and Development Commission in and for the City of Long Beach;
- That on February 20, 2024, she did cause to be mailed, Notice of Public Hearing, a copy of which is attached hereto, to fourteen (14) property owners within One Hundred Sixty Feet (160'), excluding public right of ways, of Tax Parcel 06128-02-056-003, notifying them that a Public Hearing will be held March 14, 2024, to consider an application for a Variance.

Given under my hand this the 20th day of February 2024.

*Stacey Dahl*  
STACEY DAHL, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 20th day of February 2024.

*Kristi Donovick*  
NOTARY PUBLIC

My Commission Expires



**MINUTES OF MARCH 14, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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 clergy in and for said County and State, HUNTER BARKER, publisher of THE GAZEBO GAZETTE, a newspaper printed and published in Harrison County, who being duly sworn, deposes and says the publication of this notice heretofore attached has been made in the said publication \_\_\_\_\_ weeks in the following numbers and on the following dates of each paper:

Vol. XX No. 8 dated 03 day of February, 2024  
 Vol. XX No. 8 dated 03 day of February, 2024  
 Vol.    No.    dated    day of   , 20    
 No.    dated    day of   , 20    
 No.    dated    day of   , 20    
 No.    dated    day of   , 20    
 No.    dated    day of   , 20    
 No.    dated    day of   , 20  

I Affirm further that no man that said newspaper has been established and published continuously in said county for period of more than twelve months prior to the first publication of said notice.

Subscribed and sworn to before me this    day of \_\_\_\_\_, A.D. 20  .

\_\_\_\_\_  
Notary Public



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, Commission Vice Chairman Barlow made motion, seconded by Commissioner Kruse and unanimously carried recommending to approve the application as submitted.

\*\*\*\*\*

Be it remembered that a Regular Meeting before the Long Beach Planning and Development Commission, Long Beach, Mississippi, was begun at 5:30 o'clock p.m., Thursday, the 13<sup>th</sup> day of March 2024, 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 William Suthoff, David DiLorenzo, Ryan McMahon, Trey Gaddy, and Marcia Kruse, City Advisor Bill Hessell, Building Official Mike Gundlach, Building Inspector Ryan Ladner and Minutes Clerk Tina M. Dahl.

**MINUTES OF MARCH 14, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Absent the regular meeting were Commissioners Nicholas Brown and Jennifer Glenn.

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 DiLorenzo and unanimously carried to approve the Regular Meeting minutes of February 22, 2024, as submitted.

\*\*\*\*\*

It came for discussion under Unfinished Business a Short-Term Rental for the property located at 145 South Ocean Wave Avenue, Tax Parcel 0711N-05-032.000, submitted by Jay Martyn and Samantha Matney (owners) and Tanya Darrow, Beachy Bookings, LLC (property manager), as follows:



MINUTES OF MARCH 14, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

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

PROPERTY INFORMATION:  
ADDRESS: 145 Ocean Wave Ave Tax Parcel # 0711N-05-032.000  
2026 14072 D-34  
(Location of Short-Term Rental)

OWNER'S INFORMATION:  
Property Owner's Name: Jay Martyn + Samantha Matney  
Property Owner's Address: 15330 W. Arden Dr. Golden CO 80401  
Property Owner's Mailing Address, if different from above:  
Golden CO 80401  
City State Zip

Property Owner's Phone No: 720-675-2332 Email Address: JBMartyn1@gmail.com

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

PROPERTY MANAGER INFORMATION:  
Property Manager's Name: Tanya Darrow  
Property Manager's Address: (Must be a local contact)

Property Manager's Phone No: 228-229-2275 Email Address: beachybookingsllc@gmail.com  
City State Zip

- PLEASE PROVIDE THE FOLLOWING:
- Mississippi Sales Tax ID # VRB0
  - 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.

Jay Martyn SIGNATURE DATE 2/4/24  
PRINT NAME

BELOW IS FOR OFFICE USE ONLY

Maximum Occupancy: 10	Maximum Vehicles allowed: 4	Number of bedrooms: 3	Number of people home can accommodate: 10
-----------------------	-----------------------------	-----------------------	---

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

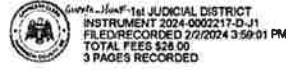
Building Official Signature: Ryan Lord Date: 3/1/24  
Fire Inspector Signature: Date:

COMMENTS:

Date Received: 2/19/24  
Agenda Date: 2/22/24  
Amount Due/Paid: 2500  
Payment Method: 3491

**MINUTES OF MARCH 14, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Prepared By and Return To:  
Team Title, LLC  
2318 Pass Road, Unit 3  
Biloxi, MS 39531  
Phone: 228-207-0484  
Fax: 228-207-2007



File #: 23-7019-MS

INDEXING INSTRUCTIONS: EXEMPT

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
1<sup>ST</sup> JUDICIAL DISTRICT

**WARRANTY DEED**

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

**Amy Glover (Grantor)**  
100 Brookwood Way  
Griffin, GA 30224  
(678) 557-5060

does hereby sell, convey, bargain and warrant to

**Jay Martyn and Samantha Matney (Grantees)**  
15330 West Archer Drive  
Golden, CO 80401  
(720) 675-2332

As joint tenants with full rights of survivorship and not as tenants in common, the following described real property situated and located in the First Judicial District of Harrison County, State of Mississippi, more particularly and certainly described as:

Page 1 of 3


WITNESS my signature on this the 2<sup>nd</sup> day of **February 2024**.

GRANTOR:

  
\_\_\_\_\_  
Amy Glover

STATE OF Mississippi  
COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said County and State, on this 2<sup>nd</sup> day of **February 2024**, within my jurisdiction, the within named **Amy Glover** acknowledged that she executed the above foregoing instrument on the day and year herein indicated.

  
\_\_\_\_\_  
Notary Public  
My Commission expires: 10/23/24



**TAX NOTICES:** Grantees are responsible for the property taxes.

**MINUTES OF MARCH 14, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Beachy Bookings, LLC. Short Term Rental Agreement

Address: 145 Ocean Walk Ave, Long Beach

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

**OCCUPANCY**

Guest agrees that no more than 4 persons shall be permitted on the Property at any time during the Rental Term, all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement.

**CONDITION AND USE OF PROPERTY**

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

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

**DEFAULT**

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

**ASSIGNMENT OR SUBLEASE**

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

**RISK OF LOSS AND INDEMNIFICATION**

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

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

**RELEASE**

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

**ENTRY AND INSPECTION**

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

**UNAVAILABILITY OF PROPERTY**

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

**ADDITIONAL TERMS TO THE RENTAL AGREEMENT**

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

**GENERAL PROVISIONS**

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

\* Trash pick up is scheduled for Monday only and may be brought to the road 24 hours before trash runs and must be brought back to house 24 hours after trash runs.

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

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

**We do not allow pets.**

**OCCUPANCY:** No persons other than those in the Guest party set forth below may stay overnight on the property. Maximum occupancy is 6 people including children. No more than 6 people can occupy the home over night. No guests allowed.

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

# MINUTES OF MARCH 14, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION



**PARKING** – Parking is limited to 4 vehicle(s). Vehicles are to be parked in designated parking areas only. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.

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

A reservation deposit of \$250.00 is required upon booking. The deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied toward rent; however, it is fully refundable within (14) days of departure, provided the following provisions are met.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rental Fee: \_\_\_\_\_

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

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

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



# MINUTES OF MARCH 14, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Jay, here's your landlord policy OZ5247960.



<b>Date prepared</b> 12/20/2023	<b>Policy period</b> 01/20/2024 to 01/20/2025	<b>Call or email me to discuss this policy.</b> ARNOLD INSURANCE PO BOX 1610 CAPE GIRARDEAU, MO 63702-1610 573-651-0509 info@myarnoldteam.com www.myarnoldteam.com
<b>Prepared for</b> Jay Martyn 15330 W Archer Ur Golden, CO 80401-5094	<b>Property address</b> 145 Ocean Wave Ave Long Beach, MS 39560 6322	

**Your total 12-month Safeco policy premium: \$2,571.00**

Your coverages	Dwelling (coverage A)	Other structures (coverage B)	Personal property (coverage C)	Loss of rent (coverage D)	Medical payments (coverage F)	Premises liability (coverage H)
Limit	\$305,100	\$30,510	\$175,000	\$30,510	\$5,000	\$500,000

Other and optional coverages	Limit/Ded	Premium
Water Backup	\$10,000	\$115.00
G - Loss Assessment	\$1,000	\$4.00
Extended Dwelling Coverage - 25%	Yes	\$54.00
Ordinance or Law Coverage	\$30,510	Included
Personal Injury, Wrongful Eviction, Privacy Invasion	Yes	Included
<b>Total</b>		<b>\$173.00</b>

Your discounts	Account	Advance Quote	Multi Rental Property	Wind Hail Exclusion

Premium Summary	Premium
Your Coverages	\$2,888.00
Other and optional coverages	\$173.00
Your discounts	-\$490.00
<b>Your total 12-month Safeco policy premium</b>	<b>\$2,571.00</b>

Your deductibles	Amount
All Perils Deductible	\$2,500.00

The deductible is the amount you'll pay out of pocket for a covered loss. For example, if your covered loss is \$10,000 and your deductible is \$1,000, your claims payment would be \$9,000. Higher deductibles generally result in lower premiums but will cost you more out of pocket.

Payment plan options	Down payment	Includes installment fee of	Remaining payments	Total due
Paid in full	\$2,571.00	\$0.00	None	\$2,571.00
Monthly EFT	\$216.24	\$2.00	11 at \$216.25	\$2,595.00
Monthly recurring credit card	\$219.24	\$5.00	11 at \$219.25	\$2,631.00

Additional payment plans are available. Ask your independent Safeco agent for details.  
This policy contains an earthquake exclusion. Contact your agent for more information concerning the availability of earthquake coverage. This policy contains a flood exclusion. Flood coverage may be purchased separately from the National Flood Insurance Program, if available in your area.

Safeco Insurance Company of America  
This quote is provided without cost or obligation. It is not a contract or binder of coverage.



Landlord Protection<sup>®</sup> Policy# OZ5247960

### Dwelling Reconstruction Cost Estimate: \$305,100

**Dwelling Information**

Dwelling Address	145 Ocean Wave Ave Long Beach, MS 39560-6322		
Year Originally Built	1960	Total Living Area	2080
Construction Style	Ranch/Rambler	Number of Units	1
Number of Stories (not including attic or basement)	1		

**Exterior Features**

Foundation Type	Slab	Percent	100%
Land Under Foundation	Flat Slope		
Roof Material	Shingles, Asphalt	Percent	100%
Roof Style/Slope	Gable, Slight Pitch	Percent	100%
Exterior Walls	Siding, Vinyl	Percent	100%
Garage Type	1 Car - Carport	# Of	1

**Interior Features**

Kitchens	Economy	# Of	1
Baths	Full, Standard	# Of	2
Heating	Gas, Forced Air		
Air Conditioning	Central Air Conditioning, Same Ducts		
Floor Finishes	Carpet, Acrylic Nylon	Percent	58%
	Vinyl		18%
	Hardwood		14%
	Carpet over Hardwood, Acrylic Nylon		5%
	Tile, Ceramic		5%

**Additional Home Details**

Wall Finishes	Paint	Percent	78%
	Wood Paneling		10%
	Wallpaper, Vinyl		7%
	Millwork		5%
Fireplaces	1 Fireplace with Chimney	# Of	1

An estimate specific to the dwelling is dependent upon the accuracy of the information provided.  
This estimate represents the minimum amount that may be needed to reconstruct this dwelling.  
A higher coverage amount may be selected.



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

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It came for discussion under New Business, a Tree Removal for the property located at 5 Chiniche Lane, Tax Parcel 0611N-01-059.000, submitted by Frank and Suzanne Reed, as follows:

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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 2/28/24  
Zoning R-1  
Agenda Date 3/14/24  
Check Number 2775

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

gn 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.

SM 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.

gn 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: 2/28/24

**PROPERTY INFORMATION**

TAX PARCEL # 0611N-01-059.000

Address of Property Involved: 5 chinche lane

Property owner name: FRANK & Suzanne Reed

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: 5 chinche lane

Phone No. (228) 343-5646

**CONTRACTOR OR APPLICANT INFORMATION**

Company Name: Peterson Land Services

Phone No. 228 493 5587 Fax: \_\_\_\_\_

Name Kolton Peterson

Address 21 200 Fenton Padeaux Rd  
Rln, ms 39556

**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)

small leaning tree over fence with branches on one side only + on neighbor's roof - subject to falling over - poor root system

Number of Trees:

1 Live Oak \_\_\_\_\_ Southern Magnolia \_\_\_\_\_ system

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] 2/21/2024  
Signature Date

**ADDITIONAL INFORMATION REQUIRED FROM APPLICANT**

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

gn 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.

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

gn OWNERSHIP: Please provide a recorded warranty deed.

gn 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.

gn 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.

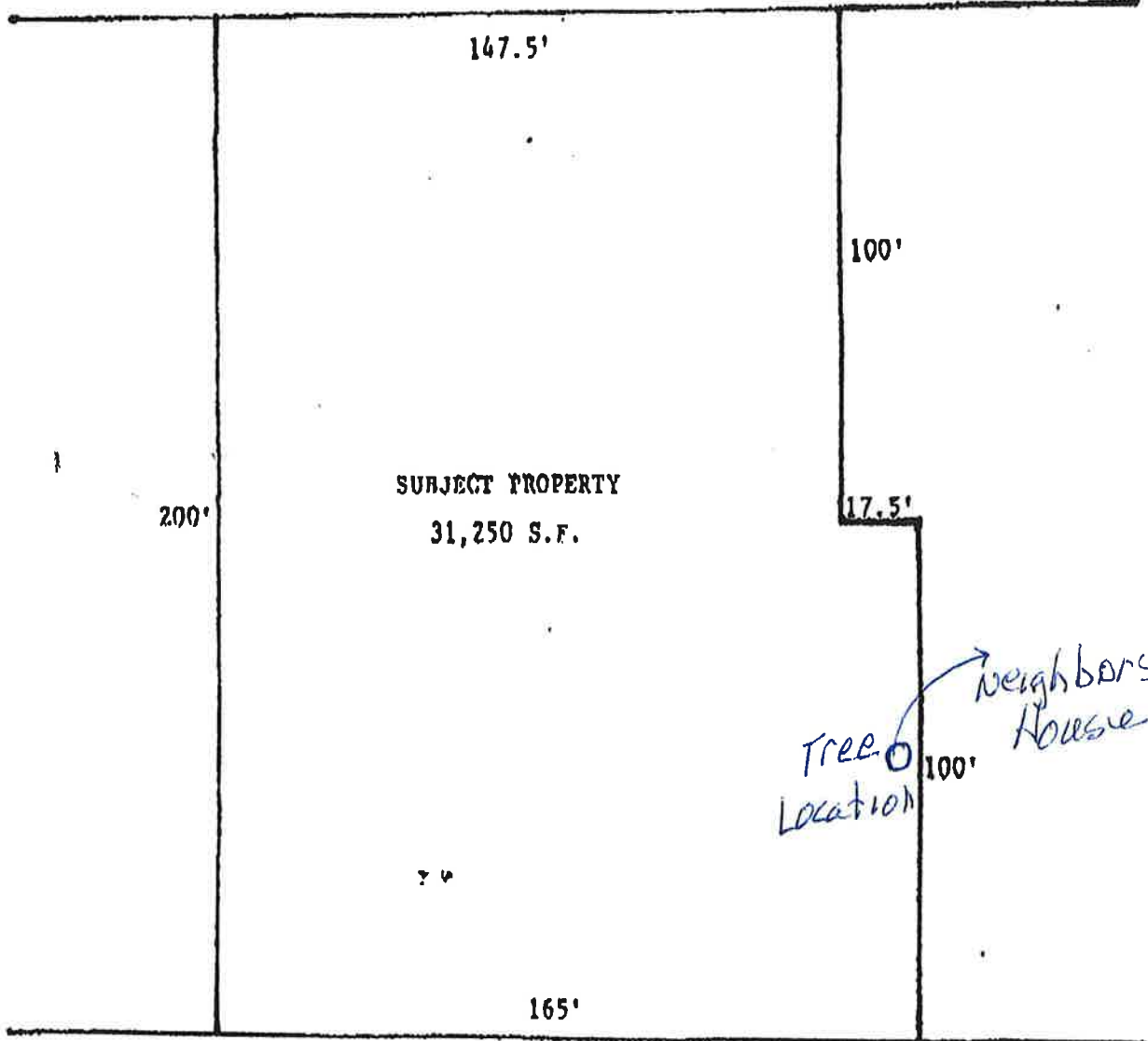
gn MEETING: You must attend the Planning Commission meeting, not attending may cause your permit for tree removal to be denied or withheld.

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PROPERTY SKETCH  
5 CHINICHE LANE  
LONG BEACH, MISSISSIPPI

*10' from  
property  
line  
to  
road  
15'*

CHINICHE LANE



WILLOW LANE

SCALE - 1 INCH = 40 FEET

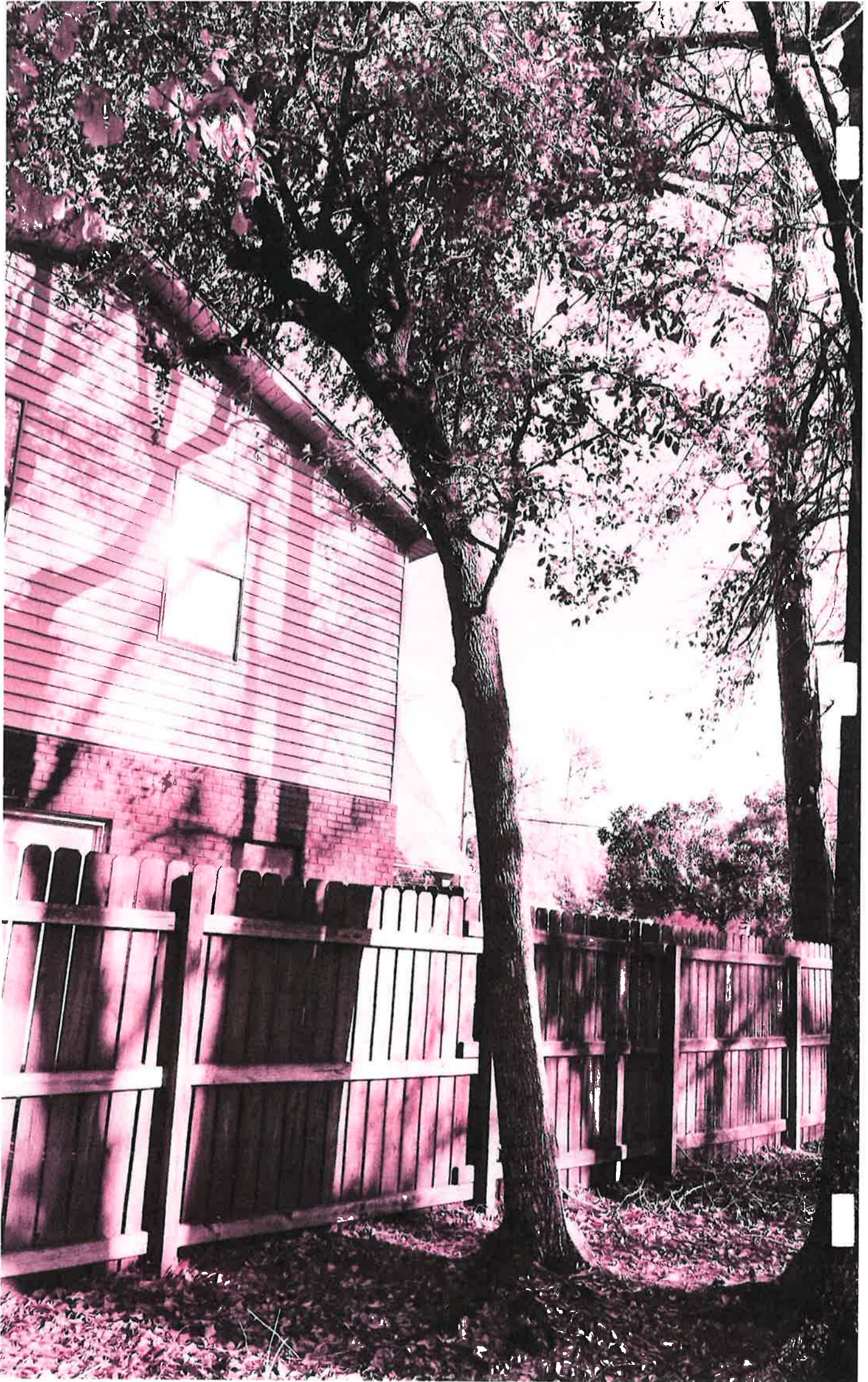


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STATE OF MISSISSIPPI COUNTY OF HARRISON BOOK 148 PAGE 300  
ENTRUSTED ON COMPUTER  
This Instrument Prepared By: Gulf Title Company, Inc. P.O. Box 280 Gulfport, Ms 39502 Telephone (228) 865-0011

CORRECTED 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, SARAH F. HOLLEY, a single person, 5 CHINICHE LANE, LONG BEACH, MS. 39560, 228-863-0455, does hereby sell, convey and warrant unto FRANK V. REED and wife SUZANNE GROBS REED, 1100 W. RAILROAD STREET, LONG BEACH, MS. 39560, 228-863-9608, as joint tenants 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:

Lots Twelve (12), Thirteen (13), Fourteen (14), and Fifteen (15), and the North One Hundred Feet (N 100') of the West Five Feet (W 5') of Lot Sixteen (16), and the South One Hundred Feet (S 100') of the West Twenty Two and One Half (W 22/5') of Lot Sixteen, Block One (1), MODEL HOMES SUBDIVISION, Long Beach, Mississippi, as per 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 7 at Page 19 thereof, reference to which is hereby made in aid of and as a part of this description.

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 Grantees herein.

WITNESS MY SIGNATURE, on this the 16th day of June, 1999.

*Sarah F. Holley*  
SARAH F. HOLLEY

**MEMORANDUM**

**Date:** February 29, 2024  
**To:** City of Long Beach Planning Commission  
**From:** Long Beach Tree Board  
**Re:** Tree(s) Removal – 3 Chiniche lane

The Tree Board approves this application. This tree is a hazard to the owner and neighbors' property.

Karen Epperson-Price  
Victor L. Chapman

After discussion and upon recommendation made by the Tree Board, Commissioner Gaddy made motion, seconded by Commissioner Suthoff 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 605 South Nicholson Avenue, Tax Parcel 0612A-01-072.000, submitted by Bobby Wayne Mooney, as follows:

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

**PROPERTY INFORMATION:**  
 ADDRESS: 605 S Nicholson Ave Long Beach Tax Parcel # 0612A 01-072.000  
 (Location of Short-Term Rental)

**OWNER'S INFORMATION:**  
 Property Owner's Name: Robert Wayne Mooney  
 Property Owner's Address: 60 Wayne Lane Collins, MS 39428  
 Property Owner's Mailing Address, if different from above:

Property Owner's Phone No: (601) 977-8581 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Email Address: judgebmooney@yahoo.com

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

**PROPERTY MANAGER INFORMATION:**  
 Property Manager's Name: Larry Mitchell  
 Property Manager's Address: (Must be a local contact)  
217 Clark Ave, Boss Christian, MS  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Property Manager's Phone No: (228) 224-5271 Email Address: sharondalarry@hotmail.com

**PLEASE PROVIDE THE FOLLOWING:**

- Mississippi Sales Tax ID # \_\_\_\_\_
- 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.

PRINT NAME: Robert Wayne Mooney SIGNATURE: Robert Wayne Mooney DATE: 3/14/24

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

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

Building Official Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Fire Inspector Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Date Received: <u>3/16/24</u>
Agenda Date: <u>3/14/24</u>
Amount Due/Paid: <u>250.00</u>
Payment Method: <u>581</u>

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Bobby W. Mooney owner of the property located at  
605 S. Nicholson Ave Lib, Tax Parcel 06/24-01-072-000  
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.

Bobby Wayne Mooney  
signature  
3/14/24  
date

SCANNED



Prepared By:  
RICHARD J. SMITH (Bar #7590)  
MILLER & SMITH  
1922 23rd Avenue  
Gulfport, MS 39501  
(228) 864-2515

Return To:  
MILLER & SMITH  
1922 23rd Avenue  
Gulfport, MS 39501  
(228) 864-2515

INDEX IN: Part of Lot 1, Blk 20, ORIGINAL LONG BEACH, 1st Jud. Dist., Harrison County, MS

GRANTOR(S) NAME(S): ROBERT D. HUNT II  
ADDRESS: 6082 Eppy Avenue, Long Beach, MS 39560  
PHONE NO.: (228) 334-4417

GRANTEE(S) NAME(S): BOBBY WAYNE MOONEY  
ADDRESS: 60 Wayne Lane, Collins, MS 39428  
PHONE NO.: (601) 517-6581

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION OF THE SUM OF TEN AND NO/100 DOLLARS  
(\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and

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sufficiency of all of which is hereby acknowledged, I, ROBERT D. HUNT II, Grantor, do  
hereby sell, convey and warrant unto BOBBY WAYNE MOONEY, Grantee, the following  
described property, together with any and all improvements thereon, situated and being located in  
the First Judicial District of Harrison County, Mississippi, and being further described as  
follows:

See attached EXHIBIT A.

Said property being the same property conveyed by Holt Rentals, LLC, Eddie J. Holt, and  
Margaret G. Holt to Robert D. Hunt II in a Warranty Deed dated January 16, 2023, filed for  
record January 19, 2023, and recorded as Instrument 2023-1006-D-11 of the records in the Office  
of the Chancery Clerk for the First Judicial District of Harrison County, Mississippi.

THE ABOVE DESCRIBED PROPERTY is not part of the homestead of the Grantor  
herein.

THE ABOVE DESCRIBED PROPERTY IS SUBJECT TO any and all reservations,  
restrictions, easements, restrictive covenants, rights-of-way, or oil, gas and mineral reservations,  
conveyances and leases of record.

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AD VALOREM TAXES FOR THE CURRENT YEAR have been prorated as of this date on an estimated basis and are hereby assumed by the Grantee(s) herein.

WITNESS MY/OUR SIGNATURE(S), this 12<sup>th</sup> day of MARCH, 2023

ROBERT D. HUNT II  
ROBERT D. HUNT II

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, the within named, ROBERT D. HUNT II, who acknowledged that he signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal of office, this 14<sup>th</sup> day of March, 2023

My Commission Expires:

Nancy M. Gates  
NOTARY PUBLIC  


**Short Term Rental Application**

**Mississippi Sales Tax ID #- Evolve**

**Recorded Warranty Deed-copy attached**

**Parking Rules & Plan-There is parking for 4 vehicles; 2 vehicles under the house and 2 vehicles in the driveway.**

**Trash Management Plan-Trash pickup will be provided by the City of Long Beach. Trash cans have been provided by Waste Management.**

**Rental Agreement-copy attached**

**Proof of Liability Insurance-copy attached**

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## Rental Agreement

Please click [here](#) to view the Rental Agreement for bookings made after 12/6/20.

Please click [here](#) to view the Rental Agreement for bookings made before 12/18/19.

Welcome and thank you for booking your vacation rental through Evolve Vacation Rental Network.

Please be sure to read this rental agreement (the "Agreement"), as well as our Terms & Conditions, Privacy Policy, and Inclusion and Community Behavior Policy. The vacation rental property you have selected (the "Vacation Rental") may have additional rules, policies, terms and conditions that apply to your stay, which are found in the description section(s) of the Vacation Rental listing. If you are booking your Vacation Rental through a website other than the Evolve site, your reservation may also be subject to that website's terms and conditions.

By clicking "Book Now" you are acknowledging and agreeing to each of the above-described terms and conditions, as well as the following for the selected property:

1. **BOOKING TRANSACTION.** This Agreement is between Evolve Vacation Rental Network, Inc. ("Evolve"), acting on behalf of and for the benefit of the owner of the Vacation Rental (your "Host"), and the individual completing this booking transaction for the Vacation Rental ("you" or "Guest"). **If you are renting a property located in the State of Nevada, "Evolve" refers to our licensed property management affiliate Realty Corner, Inc. d/b/a Evolve Nevada (Nevada Broker # B.143842).** Evolve provides marketing and other limited support services for the Host; however, your Host is responsible for on-the-ground service, including, but not limited to, the condition of the Vacation Rental and access to the Vacation Rental. You agree that you will be

<https://evolve.com/rental-agreement-2020>

2/19/24, 8:56 AM  
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present at the Vacation Rental for the entire duration of the reservation and that you will be responsible for the actions and behavior of each individual present at the Vacation Rental during your stay. This includes ensuring each individual in your party or otherwise present at the Vacation Rental is aware of and in compliance with the terms identified in this Agreement.

2. **PAYMENT TERMS & CANCELLATION.** The total amount due, including the base rates, taxes, and fees are displayed on the checkout webpage for the Vacation Rental. A portion of your total payment may be due upon checkout, as indicated in the "amount to be charged now" line. The balance is due prior to arrival within the schedule indicated on the reservation webpage. Please review these amounts carefully. You may cancel your booking at any time, however, all amounts that have been paid prior to your cancellation may be non-refundable.
3. **HOUSE RULES & POLICIES.** – The Vacation Rental may have specific rules and policies regarding large groups, parties, pets, smoking/vaping, quiet hours, parking, pool and/or hot tub usage, and other local, HOA, or property regulations. These rules are detailed in the description section of the Vacation Rental listing, in an **Exhibit A** attached hereto, and/or as otherwise delivered to you, and are incorporated into this Agreement. Please review these terms carefully, as violation(s) may result in additional fees or the immediate removal of you and other members of your party from the Vacation Rental without refund. All stated house rules are established by the Host and Evolve is not authorized to make exceptions to these rules. Further, violation of any law or ordinance by any individual at the Vacation Rental during your reservation will result in the immediate removal of you and other members of your party from the Vacation Rental without refund.
4. **ARRIVAL DETAILS & CHECK-IN/CHECK-OUT.** Once your booking has been paid in full, you will receive contact information for the primary contact for your stay (your "Guest Contact"). Check-in and check-out times will be communicated to you at least 10 days prior to your arrival, unless otherwise set forth in the description of the Vacation Rental. Please confirm your

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expected arrival time with your Guest Contact. If you or any member of your group fails to vacate the Vacation Rental at the designated check-out time, you grant Evolve the right to charge the credit card number used to book the Vacation Rental for an additional night. Further, Evolve, the Host or the Guest Contact may initiate any and all proceedings necessary to remove you or any member of your group or your belongings from the Vacation Rental.

5. **DAMAGE.** In lieu of a security deposit Evolve charges a mandatory fee for third-party accidental rental damage waiver. This fee and the related terms, conditions, and waiver amounts are set forth on the Vacation Rental detail webpage and the checkout webpage and are incorporated into this Agreement. Any damage to the Vacation Rental must be reported to Evolve and the Guest Contact before check-out. You agree damage not covered by, or exceeding the waiver limit of, the accidental rental damage waiver is your full responsibility. This may include damage or loss occurring during your stay, violations of house rules or policies, additional cleaning fees, and/or any fines or other costs incurred by the behavior of you or any other occupant during your stay in violation of laws or other regulations. You grant Evolve the right to charge the credit card number used to book the Vacation Rental for any such damages, including, but not limited to, additional cleaning fees. To ensure that the proper party is held responsible, please notify your Guest Contact of any damage found at check-in.
6. **FEES & ADDITIONAL SERVICES.** All mandatory and optional booking-related fees will be disclosed in the Vacation Rental listing. If you fail to select any option(s) that incur additional fees applicable to your stay and it is later discovered that you should have selected such option(s), you grant Evolve the right to charge the credit card number used to book the Vacation Rental for the associated additional fees.
7. **MAXIMUM OCCUPANCY.** The maximum number of people that may occupy the Vacation Rental is indicated in the listing description. For clarification, this number applies to all overnight guests, day visitors and children. Unless otherwise approved by your Guest Contact or Host, occupancy over the

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indicated capacity may result in the immediate removal of you and other members of your party from the Vacation Rental and forfeiture of all amounts paid. Maximum occupancy is established by the Host and Evolve is not authorized to make exceptions to these terms.

8. **CONDITION OF THE PROPERTY.** Your Host cares very much about their Vacation Rental and strives to keep it in excellent shape. If you notice any problems, hazardous conditions, housekeeping issues, or maintenance issues, please notify your Guest Contact immediately. If the Vacation Rental is not in the condition represented in the rental listing, Evolve may, in its sole discretion, offer an appeasement; provided, however, that in no event will such an appeasement exceed the amount you paid for the reservation. You hereby acknowledge that if the Vacation Rental has access to shared amenities, the repair and maintenance of such shared amenities may not be within Evolve's or the Host's responsibility or control.
9. **HOST ACCESS.** You agree to allow your Host, Guest Contact, and/or their agents reasonable access to the Vacation Rental during your stay if requested. Such access may be necessary to resolve maintenance related issues you report. In the event of an emergency, the Vacation Rental may be accessed without prior notice or permission.
10. **CLEANLINESS.** You are expected to treat the Vacation Rental with respect, keeping in mind that this is an individual's home, not a hotel room. Even in cases where a cleaning fee is charged, you are expected to leave the Vacation Rental in a clean, neat, and orderly condition and respect the Host's requests regarding check-out procedures.
11. **CANCELLATIONS BY EVOLVE & SUBSTITUTION OF PROPERTY.** In the event that Evolve or your Host cancels your booking, you will be notified as quickly as possible. In such cases, Evolve may provide the option to substitute a comparable property selected by Evolve or refund 100% of any amounts paid to Evolve. If you accept the substitute property, all rules, policies, terms and conditions specified in the description section for the substituted property

<https://evolve.com/rental-agreement-2020>

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**MINUTES OF MARCH 14, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

shall apply, even if they differ from your original reservation.

12. **FORCE MAJEURE.** In the event your stay at the Vacation Rental becomes impossible for any reason outside Evolve's control, including natural disasters, fire, evacuation orders, or other acts of government agencies, Evolve may choose to cancel your booking and issue a partial or full refund or booking credit of the amounts paid to Evolve. For purposes of clarification, no refund or credit is due (or will be made) to you for inclement weather unless Evolve initiates the cancellation. You and your invitees must comply with any mandatory evacuation order.
13. **INDEMNIFICATION & HOLD HARMLESS; ASSUMPTION OF RISK.** You agree to indemnify and hold harmless your Host and Evolve, for any liabilities, damage, cost or expense whatsoever arising from or related to any claim in connection with your use and/or occupancy of the Vacation Rental, including, but not limited to, any claim or liability for personal injury, damage, fines, penalties, loss of personal belongings, or theft of property, which is made, incurred, or sustained by you and/or anyone using the Vacation Rental during your stay. You and anyone using the Vacation Rental during your stay accepts and assumes all risks involved in or related to the use of third-party transportation vendors, the pool/hot tub, activities participated in while on the premises, or amenities provided at the property, as applicable.
14. **ATTORNEY'S FEES & COSTS.** If Evolve or your Host employs the services of an attorney or attorneys to enforce any conditions of this Agreement, you shall be liable to Evolve or your Host, as applicable, for reasonable attorney's fees and costs incurred.
15. **FALSIFIED BOOKINGS.** If your booking was made under false pretense, including, but not limited to, a falsified name, age or size of party, you will be subject to immediate cancellation of your reservation, removal from the property, and forfeiture of all amounts paid.
16. **LIMITED SHORT-TERM RENTAL.** It is expressly understood and agreed that

<https://evolve.com/rental-agreement-2020>

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this is a short-term vacation rental and is not a lease or other long-term residential tenancy agreement. This Agreement is only for the licensed use of the Vacation Rental for the stated reservation dates. It creates no property rights in you and no rights to renewal or for recurring usage. You shall not sublet the Vacation Rental or any part of it and shall not assign any interest (in whole or in part) to this Agreement or any rights hereunder.

17. **MEDIATION & ARBITRATION.** If you have a dispute that arises from or relates to this Agreement or the Vacation Rental, and if the dispute cannot be settled through direct discussions, you agree to try first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures. If the dispute is not settled by mediation, you agree to submit all unresolved disputes, controversies or claims to binding arbitration in Colorado administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. If the parties agree, the mediator involved in the parties' mediation can serve as the arbitrator. Any award of the arbitrator against Evolve cannot exceed the total amount paid for the Guest's booking at issue. You expressly waive all claims in excess of, and agree that your recovery shall not exceed, this amount. Any such award shall be in satisfaction of all claims by you against Evolve or the Host. Judgment on any award rendered in such arbitration can be entered in and enforced by any court having jurisdiction.
18. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EVOLVE, NOR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND/OR OWNERS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR STAY AT THE VACATION RENTAL. THIS LIMITATION APPLIES TO ALL CLAIMS FOR DAMAGES WHETHER BASED ON A THEORY OF WARRANTY, CONTRACT, TORT (INCLUDING ORDINARY NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER CAUSE OF ACTION, EVEN IF EVOLVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE LIMITED REMEDY SET FORTH HEREIN IS

<https://evolve.com/rental-agreement-2020>

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# MINUTES OF MARCH 14, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

19. **CLASS ACTION & JURY TRIAL WAIVER.** ANY AND ALL PROCEEDINGS TO RESOLVE CLAIMS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, THE PARTIES EACH WAIVE ANY RIGHT TO A JURY TRIAL.
  
20. **JURISDICTION & VENUE.** This Agreement is made in, and shall be governed solely by the laws of, the State of Colorado without regard to conflict of laws principles. If for any reason a claim proceeds in court rather than arbitration, such action may only be brought in the state or federal courts in Denver, Colorado, and each party hereby submits to the exclusive jurisdiction of those courts for the purposes of any such proceeding.
  
21. **GENERAL TERMS.** If any section, clause, paragraph, or term of the Rental Agreement is held or determined to be void, invalid, or unenforceable for any reason, all other terms, clauses, or paragraphs herein shall be severed and remain in force and effect. This Agreement shall be binding on and inure to the benefit of the parties hereto and on each of their heirs, executors, administrators, successors, and assignees. This Agreement or any rights hereunder may not be assigned (in whole or in part) by you. This Agreement is taken in full compliance with federal, state, and local Fair Housing Laws, without regard to race, color, religion, sex, country of origin, handicap, or familial status. This Agreement becomes binding upon receipt of your initial payment. Sending payment constitutes your acceptance and agreement to these terms, conditions, limitations, and restrictions.

## EXHIBIT A – ADDITIONAL HOUSE RULES



ACORD		EVIDENCE OF PROPERTY INSURANCE		DATE (MM/DD/YYYY) 02/20/2024									
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 OF PROPERTY INSURANCE DOES NOT AMMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.													
<small>AGENCY</small> Pyron Coastal Insurance 2409 14th St. Gulfport, MS 39501  <small>INSURED</small> Bobby & Vicki Mooney	<small>COMPANY</small> Evanston  <small>LOAN NUMBER</small> POLICY NUMBER 211953263 <small>EFFECTIVE DATE</small> 02/20/24 <small>EXPIRATION DATE</small> 02/20/25 <small>CONTINGENT LIMITS TERMINATED IF CHECKED</small>												
<small>PROPERTY INFORMATION</small> LOCATION/DESCRIPTION 605 S Nicholson Ave. Long Beach, MS 39560  <small>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.</small>													
<small>COVERAGE INFORMATION</small> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">COVERAGE/PERLS/FORMS</th> <th style="width: 20%;">AMOUNT OF INSURANCE</th> <th style="width: 20%;">DEDUCTIBLE</th> </tr> </thead> <tbody> <tr> <td>Dwelling Limit (This policy includes replacement cost)</td> <td style="text-align: center;">\$330,000</td> <td style="text-align: center;">\$2,500</td> </tr> <tr> <td>Premises Liability</td> <td style="text-align: center;">\$500,000</td> <td></td> </tr> </tbody> </table>					COVERAGE/PERLS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE	Dwelling Limit (This policy includes replacement cost)	\$330,000	\$2,500	Premises Liability	\$500,000	
COVERAGE/PERLS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE											
Dwelling Limit (This policy includes replacement cost)	\$330,000	\$2,500											
Premises Liability	\$500,000												
<small>REMARKS (Including Special Conditions)</small> This insurance policy is covering the insured for the short term rental exposure													
<small>CANCELLATION</small> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.													
<small>ADDITIONAL INTEREST</small> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><small>NAME AND ADDRESS</small></td> <td style="width: 50%;"><input checked="" type="checkbox"/> MORTGAGEE <input type="checkbox"/> LOSS PAYEE <small>LOAN #</small></td> </tr> <tr> <td></td> <td><small>ADDITIONAL INSURED</small></td> </tr> <tr> <td colspan="2" style="text-align: center;"><small>AUTHORIZED REPRESENTATIVE</small> <i>Spencer Mitchener</i></td> </tr> </table>					<small>NAME AND ADDRESS</small>	<input checked="" type="checkbox"/> MORTGAGEE <input type="checkbox"/> LOSS PAYEE <small>LOAN #</small>		<small>ADDITIONAL INSURED</small>	<small>AUTHORIZED REPRESENTATIVE</small> <i>Spencer Mitchener</i>				
<small>NAME AND ADDRESS</small>	<input checked="" type="checkbox"/> MORTGAGEE <input type="checkbox"/> LOSS PAYEE <small>LOAN #</small>												
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<small>AUTHORIZED REPRESENTATIVE</small> <i>Spencer Mitchener</i>													

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**MINUTES OF MARCH 14, 2024**  
**REGULAR MEETING**  
**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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

\*\*\*\*\*

It came for discussion under new business, a Short-Term Rental for the property located at 114 Central Avenue, Tax Parcel 0711N-05-024.000, submitted by Kristy Haenggi and Jennifer Griffin- Jenko Properties (owners) and Michelle Chaisson, Coastal Concierge, LLC (property manager), as follows:

MINUTES OF MARCH 14, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

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

PROPERTY INFORMATION:  
ADDRESS: 114 Central Avenue Tax Parcel # 0711N-05-024.000  
(Location of Short-Term Rental)

OWNER'S INFORMATION:  
Property Owner's Name: Kristy Haenggli and Jennifer Griffin - JenKo Properties  
Property Owner's Address: 57 Scenic View Drive, Carriere, MS 39406  
Property Owner's Mailing Address, if different from above:

City State Zip  
Property Owner's Phone No: 601-590-0901 Email Address: jenkris@jenkoproperties.com

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

PROPERTY MANAGER INFORMATION:  
Property Manager's Name: Michelle Chaisson - Coastal Concierge, LLC  
Property Manager's Address: (Must be a local contact)  
114 Yarborough Place, Waveland, MS 39576  
City State Zip

Property Manager's Phone No.: 228-493-0236 Email Address: coastal.concierge@yahoo.com

- PLEASE PROVIDE THE FOLLOWING:
- Mississippi Sales Tax ID # 93-2601066 ✓
  - 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.
  - FEE: \$250, nonrefundable application fee. \$500, yearly renewable fee. Checks should be made payable to the City of Long Beach.
  - LICENSE: A Privilege Tax License must be applied and paid for after approval.
  - INCOMPLETE APPLICATIONS will not be processed.

AFFIDAVIT

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

Kristy D. Haenggli Kristy D. Haenggli 04 MAR 2024  
PRINT NAME SIGNATURE DATE

BELOW IS FOR OFFICE USE ONLY

Maximum Occupancy: 4	Maximum Vehicles allowed: 2	Number of bedrooms: 2	Number of people home can accommodate: 4
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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: 3/12/2024  
Fire Inspector Signature: Date:

COMMENTS:

Date Received: 3/13/24  
Agenda Date: 3/14/24  
Amount Due/Paid: 250.00  
Payment Method: 1004

# MINUTES OF MARCH 14, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION



I, Kristy D. Haraggi, owner of the property located at 114 Central Ave, Tax Parcel 0711N-05-024-00 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.

Kristy D. Haraggi  
signature

04/11/24  
date



I, Jennifer L. Griffin, owner of the property located at 114 Central Ave Long Beach, Tax Parcel 0711N-05-024-00, 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.

J. Griffin  
signature

2/24/24  
date

REVIEWED

SCANNED



1st JUDICIAL DISTRICT  
Instrument 2024-00489-D-11  
Filed/Recorded 12/14/2023 10:15:01 AM  
Fees: \$25.00  
2 Pages Recorded

Prepared by: David B. Pilger Attorney at Law 1408 Executive Blvd. Ocean Springs, MS 39564 (228) 218-0011	Grantor: The Wolff Family Revocable Trust dated March 31, 2016, Amended December 16, 2022 270 Arbor Station Drive Long Beach, MS 39560 (228) 455-4539
Return To: Pilger Title Co. 1408 Executive Blvd. Ocean Springs, MS 39564 (228) 218-0011	Grantee: Jennifer Griffin Kristy Haraggi 201 Windings Hills Drive Ocean, MS 39056 (801) 668-6536

File No. **B2348468**

INDEXING INSTRUCTIONS: Lots 7-8, Blk. 2, Ocean Wave Add, 1<sup>st</sup> JD, Harrison County, MS  
STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT

### WARRANTY DEED

FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, The Wolff Family Revocable Trust dated March 31, 2016, Amended December 16, 2022, does hereby sell, convey and warrant to Jennifer Griffin and Kristy Haraggi, as joint tenants with right of survivorship and not as tenants in common, all of that certain tract, piece or parcel of land situated in the First Judicial District of Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances therewith belonging, and being more particularly described as follows, to wit:

Lots 7 and 8, Block 2, Ocean Wave Addition, a subdivision as per the official map or plat thereof on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 3 at page 8.  
This being the same property as that conveyed to The Wolff Family Revocable Trust dated March 31, 2016, Amended December 16, 2022, by deed recorded as Instrument 2022-28878-D-11, Land Deed Records of the First Judicial District of Harrison County, Mississippi.

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

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

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

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

The Certificate of Trust for The Wolff Family Revocable Trust dated March 31, 2016, Amended December 16, 2022, is on file and of record as Instrument 2022-28878-D-11, in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

WITNESS OUR SIGNATURES, on this the 5<sup>th</sup> day of December, 2023.

The Wolff Family Revocable Trust dated  
March 31, 2016, Amended December 16, 2022  
By: Thomas R. Wolff, Co-Trustee  
By: Molly R. Wolff, Co-Trustee

### ACKNOWLEDGMENT

STATE OF MISSISSIPPI  
COUNTY OF HANCOCK

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Thomas R. Wolff and Molly R. Wolff, as Co-Trustees of The Wolff Family Revocable Trust dated March 31, 2016, Amended December 16, 2022, who acknowledged before me that they signed, executed and delivered the above and foregoing instrument on the day first year therein, for the use and purposes therein mentioned, for and on behalf of the aforesaid entity, after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 5<sup>th</sup> day of December, 2023.

(AFFIX SEAL)

My commission expires: Aug. 18, 2026

DEED ACCEPTED BY:



Jennifer Griffin

Corey Bradley  
NOTARY PUBLIC

Kristy D. Haraggi  
Kristy Haraggi



**MINUTES OF MARCH 14, 2024  
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION  
PARKING RULES: 114 CENTRAL AVENUE**

No parking on the street. Use the driveway on the right of the house, two vehicles can fit (one behind the other).



**PARKING PLAN: 114 CENTRAL AVENUE**

Two vehicles can fit (one behind the other) into the driveway on the right side of the of the house.

**TRASH RULES/PLAN: 114 CENTRAL AVENUE**

- Guest – during your stay please, empty trash cans when full. Then place tied bags into the big trash cart located outside the side door.
- Guest- upon check-out day please, empty all trash cans (regardless if full). Then place tied bags into the big trash cart located outside the side door.
- A sperate can (located next to the laundry) is provided for recyclables (glass, paper, plastic) if you would like to use it. Once, full empty recyclables in the big recycle cart, located outside the side door. Do not bag recyclables.
- If checking out on a Sunday, please place the big trash/recyclable carts curbside according to the following guidelines:
  1. The cart should be placed curbside with the handle facing the house.
  2. It should be placed at least two feet from vehicles, shrubbery, fire hydrants, mailboxes, etc.
  3. Do not block sidewalks or driveways or place carts in the street.
- Property manager/custodians will ensure that trash/recyclable carts are placed curbside and returned to the property after pick-up

**MINUTES OF MARCH 14, 2024**  
**REGULAR MEETING**  
**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**  
SHORT TERM RENTAL AGREEMENT

**THE PARTIES**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 between \_\_\_\_\_  
\_\_\_\_\_ (name of tenant) of \_\_\_\_\_

(address of tenant) Hereinafter referred to as "Tenant", and \_\_\_\_\_/Coastal  
Conclerge, LLC Hereinafter referred to as "Landlord".

**THE PROPERTY**

Property location: \_\_\_\_\_

**PERIOD AND GUESTS**

Total people in renting party consist of \_\_\_\_\_ adults \_\_\_\_\_ children

Rental period begins \_\_\_\_\_ and ends \_\_\_\_\_

**RENTAL AMOUNT**

Total rental amount for the period is \$ \_\_\_\_\_

Payment terms will be 100% collected prior to check-in.

**TERMINATION**

The landlord has the right to inspect the premises and complete necessary repairs with prior notice as stated with the applicable State Laws. Should the Tenant violate any of the terms of this agreement, the rental period shall be terminated immediately in accordance with applicable law. The Tenants waive all rights to process if they fail to vacate the premises upon termination of the rental period. The Tenants shall vacate the premises at the expiration time and date of this agreement.

**MAINTENANCE AND REPAIRS**

The Tenants shall maintain the premises in a good, clean, and ready to rent condition, and use the premises only in a careful and lawful manner. Tenants shall pay for maintenance and repairs should the premises be left in lesser condition. The tenants agree that the Landlord shall charge AIRBNB/VRBO for said services if tenants cause damage to premises or furnishings.

**HOUSE RULES**

Tenant agrees to abide by the House Rules as sent in their AIRBNB/VRBO booking information.

**SUBLETTING**

The Tenant shall not have the right to sublet the property.

**LANDLORD'S LIABILITY**

The Tenants and Tenants' Guests shall hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Tenants expressly recognize that any insurance for property damage or loss which the Landlord 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.

**ATTORNEY'S FEES**

Tenants agree to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by the Landlord enforcing this agreement.

**USE OF PROPERTY**

Tenants expressly acknowledge and agree that this Agreement is for transient occupancy of the Property, and that Tenants do not intend to make the property a residence or household nor will it be used for commercial purposes.

**SHORTENED STAYS AND CONDITIONS**

There shall be no refunds of rents due to shortened stays for any reason.

**ILLEGAL USE**

Tenant shall use the property for legal purposes only and other use, such as but not limited to, illegal drug use, abuse of any person, harboring fugitives, etc. shall cause termination of this agreement with no refund of rents or deposits. No Tenant shall grow any Marijuana, Cannabis, or similar plant in any part of the premises.

**POSSESSIONS**

Valuable items left behind by the tenant will be held for the tenant and every reasonable effort will be made to contact the tenant for return.

# MINUTES OF MARCH 14, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

**GOVERNING LAW**

This agreement is governed under the laws of the State of Mississippi within the City of Pass Christian.

Landlord and Tenant agree to the above conditions on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and hereby swear that the information provided is accurate and true.

Tenant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

Short Term Property Manage Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**NEW BUSINESS INSURANCE BINDER**



<b>NAMED INSURED &amp; MAILING ADDRESS</b> JENNIFER GRIFFIN 114 CENTRAL AVE LONG BEACH, MS 39560	<b>AGENCY NAME &amp; ADDRESS</b> 900657 - BRIDGEWAY INSURANCE, LLC 845 HIGHWAY 90 STE A BAY ST LOUIS, MS 39520  PHONE: (228) 467-0085	<b>BINDER #: 3294515 VERSION #: 1</b> <b>FILE #: 2926460</b> <b>DATE BOUND: 02/01/2024</b> <b>HOMEOWNERS</b> <b>MINIMUM EARNED PREMIUM: 25%</b> <b>POLICY TERM: 12 MONTHS</b>
AGENT: LAURA KEENER ADMIN@BRIDGEWAYINS.COM		<b>NO FLAT CANCELLATIONS</b>
REQUESTED POLICY PERIOD: 02/01/2024 to 02/01/2025 12:01 a.m. Standard Time at the Described Location(s)		

<b>A-RATED NON-ADMITTED PROGRAM CO #: 0</b>	
<b>LINE OF BUSINESS</b>	<b>PREMIUM</b>
DWELLING FIRE	\$4,777.00
POLICY FEE	\$150.00
MWUA FEE	\$147.81
STAMPING FEE	\$12.32
STATE TAX	\$197.08
<b>TOTAL PREMIUM</b>	<b>\$5,284.21</b>

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

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

<p style="text-align: center;"><b>POLICY ISSUANCE INSTRUCTIONS</b></p> <p><i>Coverage is bound and subject to no flat cancellations. A complete policy will be issued once all required information is received.</i></p> <p>The following items are due on 02/11/2024. The requested effective date may be changed if this information is not received</p> <ul style="list-style-type: none"> <li>• Full Payment is due within 10 business days of the requested effective date.</li> <li>• Satisfactory updates on plumbing, electrical, and heating within the past 40 years, and roofing within past 20 years</li> <li>• Please note an inspection will be performed after issuance and must be satisfactory to maintain coverage</li> <li>• Dwelling Fire Application</li> </ul>	<p style="text-align: center;"><b>UNDERWRITER NOTES</b></p> <p>This Binder has been issued subject to the following items. Any changes in these items may change the terms and conditions of this Binder.</p> <ul style="list-style-type: none"> <li>• Risk subject to no tree limb overhang; trees and limbs must be trimmed away from home.</li> </ul> <p>Thank you for your business!</p>
--	--

**NEW BUSINESS INSURANCE BINDER**  
 APPLICANT: JENNIFER GRIFFIN  
 BINDER # 3294515 VERSION # 1  
 FILE #: 2926460  
 DATE BOUND: 02/01/2024



<b>LOCATION #1 - 114 CENTRAL AVE LONG BEACH MS 39560 - HARRISON COUNTY</b>		
<b>COVERAGE</b>	<b>LIMIT</b>	<b>PREMIUM</b>
<b>DWELLING FIRE</b>		
COVERAGE A - DWELLING (RCV)	\$200,000	\$4,169.00
COVERAGE C - PERSONAL PROPERTY (ACV)	\$5,000	\$104.00
COVERAGE D - FAIR RENTAL VALUE	\$12,000	\$250.00
PREMISES LIABILITY	\$500,000	\$133.00
MEDICAL PAYMENTS TO OTHERS	\$1,000	\$5.00
ORDINANCE OR LAW - 10%		INCL
VANDALISM OR MALICIOUS MISCHIEF	\$217,000	\$116.00
<b>DEDUCTIBLES</b>		
ADP DEDUCTIBLE: \$2,500		
WIND/HAIL DEDUCTIBLE: 5%		
		<b>TOTAL BASE PREMIUM: \$4,777.00</b>

<b>RATING FACTORS &amp; UNDERWRITING INFORMATION:</b>	
POLICY FORM: DP3 ✓ OCCUPANCY: TENANT DISTANCE TO COAST: 0.3589 MILES TERRITORY: A PROTECTION CLASS: 3 CONSTRUCTION TYPE: FRAME  YEAR OF CONSTRUCTION: 1952 YEAR OF WIRING UPDATES: 2021 YEAR OF PLUMBING UPDATES: 2021 YEAR OF HEATING UPDATES: 2021 YEAR OF ROOFING UPDATES: 2021 ROOF AGE: 3 YEARS  # OF NON-WIND LOSSES: NONE # OF WIND LOSSES: NONE	NUMBER OF STORIES: 1 SQUARE FOOTAGE: 960 FOR SALE: NO ON HISTORICAL REGISTRY: IN GATED COMMUNITY: NO RENTAL TERM: WEEKLY  ROOF CONSTRUCTION: COMPOSITE SHINGLE ROOF GEOMETRY: GABLE ROOF ROOF SHEATHING: OTHER/UNKNOWN ROOF ANCHOR: OTHER/UNKNOWN OPENING PROTECTION: OTHER/UNKNOWN  PRIOR INSURANCE: PRIOR INSURANCE W/ NO LAPSE PRIMARY FLOOD EXISTS: UNKNOWN
PROTECTIVE DEVICES: SMOKE DETECTORS	



**MINUTES OF MARCH 14, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

NEW BUSINESS INSURANCE BINDER  
 APPLICANT: JENNIFER GRIFFIN  
 BINDER # 3294515 VERSION # 1  
 FILE #: 2926460  
 DATE BOUND: 02/01/2024



SCHEDULE OF FORMS AND ENDORSEMENTS	
FORM NUMBER	FORM NAME
DP 00 03 12 02	DWELLING PROPERTY 3 - SPECIAL FORM
JJ-UTS-85g 02-98	ANIMAL EXCLUSION
LMA5021 (14/09/2005)	APPLICABLE LAW (USA)
LMA5019 (09/05)	ASBESTOS ENDORSEMENT
LSW1589 03/06	AVIAN INFLUENZA AND SARS EXCLUSION
REF 2962 (06/02/03)	BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION
REF 1331 20/4/61	CANCELLATION CLAUSE
LMA5393 03-20	COMMUNICABLE DISEASE ENDORSEMENT
DF2016 (04/16)	DWELLING FIRE DECLARATIONS
REF 2915 25/01/01	ELECTRONIC DATA ENDORSEMENT B
EDE (06/10)	EXISTING DAMAGE EXCLUSION ENDORSEMENT (PERSONAL LINES)
JJ-DFS-9s (02-05)	EXTERIOR INSULATION AND FINISH SYSTEM EXCLUSION
REF5062 04/06/2006	FRAUDULENT CLAIM CLAUSE
NMA 2341 (24/11/88)	LAND, WATER AND AIR EXCLUSION
LMA9137 06-17	MISSISSIPPI INFORMATIONAL NOTICE FOR SURPLUS LINES PERSONAL LINES POLICIES
MPI 144 (02/09)	MOLD EXCLUSION
DL 24 16 12 02	NO COVERAGE FOR HOME DAY CARE BUSINESS
REF 1257 17/3/60	NUCLEAR INCIDENT EXCLUSION CLAUSE
OSEKCL (5/17)	OTHER STRUCTURES EXCLUSION
DL 24 01 12 02	PERSONAL LIABILITY
DL 24 11 07 14	PREMISES LIABILITY (NON-OWNER OCCUPIED DWELLING)
REF5401 11-19	PRIVACY NOTICE
REF 1191 (7/5/59)	PROPERTY CYBER AND DATA EXCLUSION
LMA3100 15/09/10	RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE
REF 2342	SANCTION LIMITATION AND EXCLUSION CLAUSE
LSW1001 (08/94)	SEPPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION U.S.A. & CANADA
JJ-UTS-406s (7-10)	SEVERAL LIABILITY NOTICE - INSURANCE
ILP022 03-07	SPECIFIC BUILDING MATERIALS EXCLUSION - PROPERTY
HD1010 (03/10)	STATEMENT REGARDING FLOOD INSURANCE ADVISORY NOTICE TO POLICYHOLDERS
TLO05 (05/07)	TAINED DRYWALL MATERIAL EXCLUSION
JJ-UTS-315s (8-04)	TOTAL OR CONSTRUCTIVE LOSS CAUSE
ILP 001 01 04	TRAMPOLINE LIABILITY EXCLUSION
ILP001 01-04	US TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
NMA291B (08/10/2001)	US TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
OP 03 12 12 02	WAR & TERRORISM ENDORSEMENT
	WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE

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

\*\*\*\*\*

It came for discussion under New Business, Certificate of Resubdivision for the property located at 330 Kerr Street, Tax Parcel 0612A-03-064.001, submitted by Frank Powell, as follows:

MINUTES OF MARCH 14, 2024  
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 3/14/24  
Zoning C-2  
Agenda Date 3/14/24  
Check Number 14944

APPLICATION FOR CERTIFICATE OF RESUBDIVISION

- I. TYPE OF CASE: CERTIFICATE OF RESUBDIVISION
- II. ADVALOREM TAX PARCEL NUMBER(S): 0612A-03-064.001
- III. GENERAL LOCATION OF PROPERTY INVOLVED: 330 Kerr st  
Long Beach MS
- IV. ADDRESS OF PROPERTY INVOLVED: 330 Kerr st.
- V. GENERAL DESCRIPTION OF REQUEST: Resubdivision of 2 properties  
Into 1

VI. REQUIRED ATTACHMENTS:

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

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

VII. OWNERSHIP AND CERTIFICATION:

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

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

Frank Powell  
Name of Rightful Owner (PRINT)

222 Conerly Rd  
Owner's Mailing Address

Columbia MS 39429  
City State Zip

601 441 7677  
Phone

FS Powell  
Signature of Rightful Owner

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Phone

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

\_\_\_\_\_  
Date

**MINUTES OF MARCH 14, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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

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

NAME OF OWNER (PRINT) Frank Powell

ADDRESS (STREET, CITY, STATE, ZIP CODE) 330 Kerr St Long Beach MS 39560

PHONE # (H) 6014417677 (C) 6014417677

TAX PARCEL NUMBER(S) OWNED 0612A-03-064,001

SIGNATURE *Frank Powell*

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

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

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

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

SIGNATURE \_\_\_\_\_

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

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

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

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

SIGNATURE \_\_\_\_\_

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

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

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

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

SIGNATURE \_\_\_\_\_

**(Use additional forms as needed)**

**IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES PERSON/AGENT FOR YOU:** \_\_\_\_\_



# MINUTES OF MARCH 14, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

330 Kerr ① 0612A-03-064.001



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

Return to:  
Andrew Marlon, PLLC  
Attorney-at-Law  
1919 23<sup>rd</sup> Ave.  
P.O. Box 863  
Gulfport, MS 39502  
(228)-865-9047  
File # 23-047

STATE OF MISSISSIPPI  
HARRISON COUNTY  
FIRST JUDICIAL DISTRICT

### WARRANTY DEED

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

Charles B. Wambolt  
420 E. 3<sup>rd</sup> Street  
Long Beach, MS 39588  
228-234-4567

do hereby sell, convey and warrant unto

Frank Powell and Dora Powell  
222 Couerly Road  
Columbis, MS 39439  
601-441-7677

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

(See Exhibit A attached, Page 3)

The subject property is not the homestead of the Grantor.

INDEXING INSTRUCTIONS: Exempt

Page 1 of 1

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

IT IS AGREED and understood that the taxes for the current year have been provided as of this date on an estimated basis. When said taxes are actually determined, if the provision as of the date is incorrect, then the Grantor(s) agrees to pay the Grantee(s), or its assigns, any deficit on an actual provision, and likewise, the Grantee(s) agrees to pay the Grantor(s), or its assigns, any amount overpaid by it.

WITNESS MY SIGNATURE, this the 28<sup>th</sup> day of April, 2023.

Charles B. Wambolt

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the above stated jurisdiction, the within named Charles B. Wambolt who acknowledged that he signed and delivered the foregoing Warranty Deed on the day and year therein written as his own free and voluntary act and deed.

GIVEN under my hand and official seal on this the 28<sup>th</sup> day of April, 2023.

MY COMMISSION EXPIRES:



NOTARY PUBLIC

Page 2 of 3

Exhibit "A"

A parcel of land situated and being located in a part of Lots Eight (8) and Nine (9), Block Nineteen (19), ORIGINAL LONG BEACH, according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 11 at Page 6 (Copy Book 4A at Page 365) thereof, and being more particularly described as:

Beginning at the Intersection of the West margin of Douglas Lane with the North margin of Kerr Street; thence run from said point of beginning, South 63 degrees 51 minutes West a distance of 110.0 feet along the North margin of Kerr Street; thence run North 28 degrees West a distance of 122.0 feet; thence run North 63 degrees 51 minutes East a distance of 110.0 feet to the West margin of Douglas Lane; thence run South 28 degrees East a distance of 122.0 feet along the West margin of Douglas Lane to the North margin of Kerr Street and the Point of Beginning.

Page 3 of 3

**MINUTES OF MARCH 14, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**PLAT SHOWING RESUBDIVISION SURVEY  
OF  
PART OF LOTS 8 & 9, BLOCK 19,  
ORIGINAL LONG BEACH  
TAX PARCELS #0612A-03-064.000 &  
#0612A-03-064.001  
MUNICIPAL: #330 KERR STREET  
CITY OF LONG BEACH,  
FIRST JUDICIAL DISTRICT OF  
HARRISON COUNTY, MISSISSIPPI**

**REFERENCE MAPS:**  
A) Survey of subject property prepared by J. Michael Cassidy on January 9, 1986.  
B) Survey of adjacent property to the northwest (Tax Parcel #0612A-03-053.000) prepared by J. Michael Cassidy on October 11, 1989.

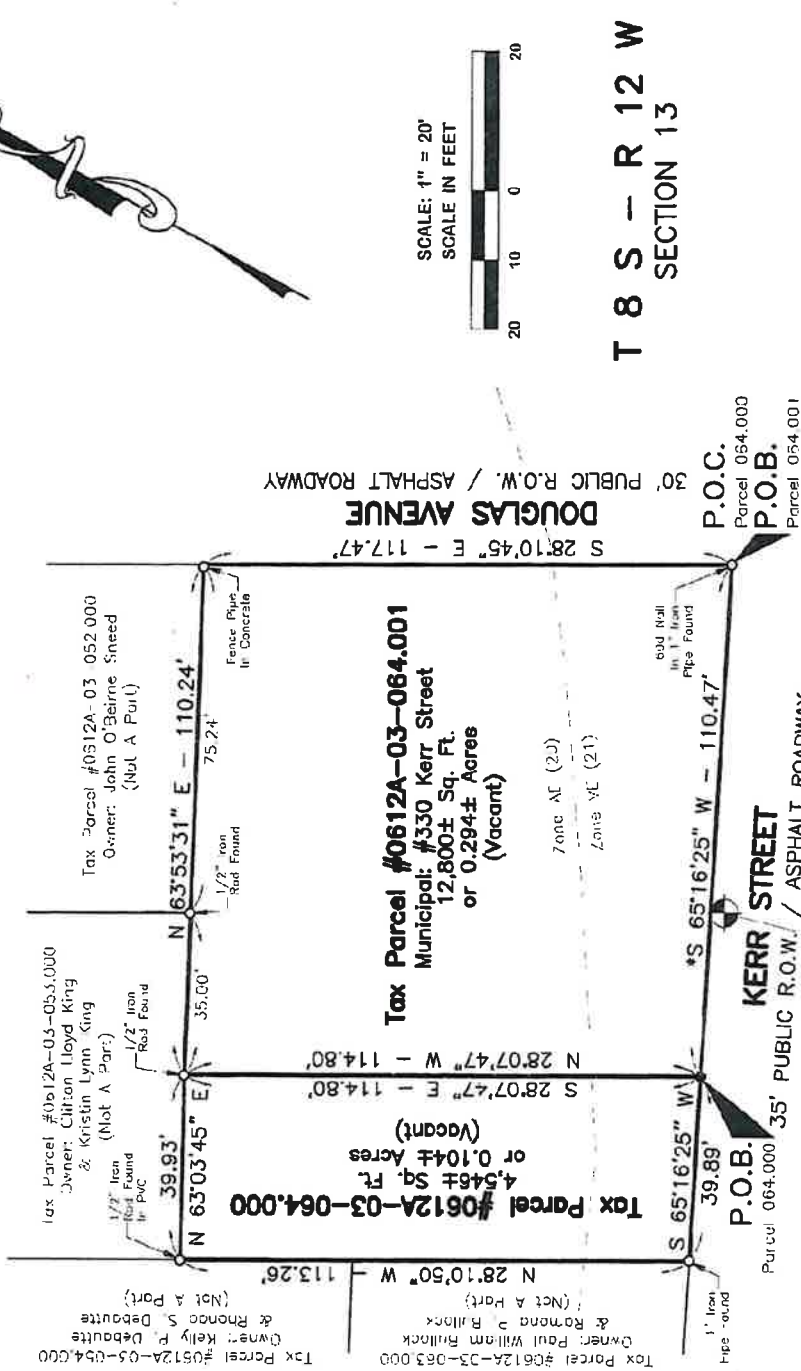
**REFERENCE BEARINGS:**  
The bearings shown hereon are based on the "Mississippi State Plane Coordinate System - East Zone - NAD 83" using GPS GGG-RTN System accessed on May 22, 2023. (\*) Represents the Basis of Bearings. Distances shown are U.S. Survey feet.

**FEMA FLOOD ZONE AND HAZARDS:**  
This lot is located in Flood Zones "AE" (20) & "VE" (21) Area(s) of FEMA Map Community Panel Number 28047003576 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, LLC, to verify title, actual legal ownership, deed restrictions, servitudes, easements, alleys, right-of-ways 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 FRANK POWELL 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, specification and positional tolerances are in accordance with Class "C" surveys indicated in the above standards. I also certify there are no visible encroachments across any property lines except as shown.

Wayne M. Vice, Jr., P.S.  
This survey plat is not valid without the raised or colored steel and signature of the Registered Land Surveyor.



**LEGEND**  
 ○ FOUND PROPERTY MARKER (AS NOTED)  
 ● SET 3/4" IRON ROD (UNLESS NOTED OTHERWISE)

**SHEET 1 OF 4**

**CASSIDY-ACADIA**  
 LAND SURVEYING, LLC  
 Louisiana • Mississippi • Texas • Alabama  
 1714 22nd Avenue, Gulfport, Mississippi 39501  
 Phone • (228)896-7155 Fax • (228)896-8405  
 Email • Survey@cassidy-acadia.com

FIELD WORK ON: June 1, 2023

**MINUTES OF MARCH 14, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**PLAT SHOWING RESUBDIVISION SURVEY  
OF  
PART OF LOTS 8 & 9, BLOCK 19,  
ORIGINAL LONG BEACH  
TAX PARCELS #0612A-03-064.000 &  
#0612A-03-064.001  
MUNICIPAL: #330 KERR STREET  
CITY OF LONG BEACH,  
FIRST JUDICIAL DISTRICT OF  
HARRISON COUNTY, MISSISSIPPI**

**REFERENCE MAPS:**  
A) Survey of subject property prepared by J. Michael Cassidy on January 9, 1986.  
B) Survey of adjacent property to the northwest (Tax Parcel #0612A-03-053.000) prepared by J. Michael Cassidy on October 11, 1989.

**REFERENCE BEARINGS:**  
The bearings shown hereon are based on the "Mississippi State Plane Coordinate System - East Zone - NAD 83" using GPS CGCC-RTN System accessed on May 22, 2023. (\*) Represents the Basis of Bearings. Distances shown are U.S. Survey feet.

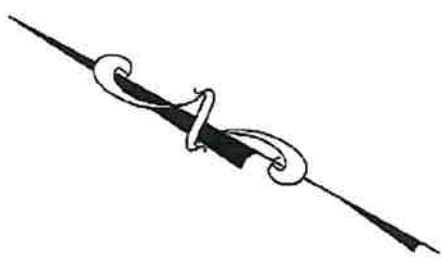
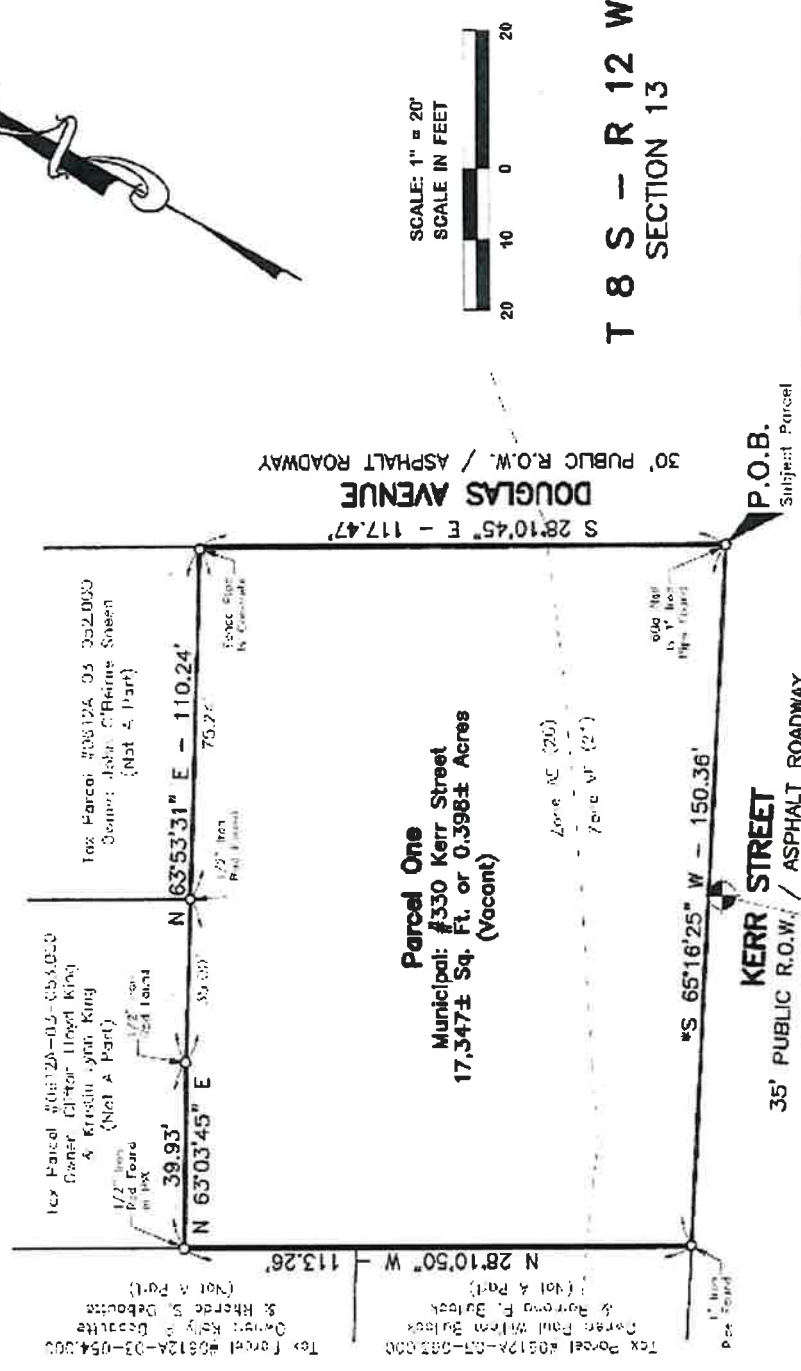
**FEMA FLOOD ZONE AND HAZARDS:**  
This lot is located in Flood Zones "AE" (20) & "VE" (21) Area(s) of per FEMA Map Community Panel Number 2804700357G for Harrison County, Mississippi dated December 21, 2017. Base Flood Elevation is subject to change and should be verified with the local authority's 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-ways 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 FRANK POWELL 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 Measure for Professional Engineers and Surveyors and that the accuracy, specification and positional tolerances are in accordance with Class C surveys indicated in the above standards. I also certify there are no visible encroachments across any property lines except as shown.

Wayne M. Voss, Jr., P.S.  
Reg. No. 32711

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



SCALE: 1" = 20'  
SCALE IN FEET  
0 10 20

**T 8 S - R 12 W  
SECTION 13**

**LEGEND**  
FOUND PROPERTY MARKER (AS NOTED): ○  
SET 3/4" IRON RING (UNLESS NOTED OTHERWISE): ●

**SHEET 2 OF 4**

**CASSADY-ACADIA**  
LAND SURVEYING, L.L.C.  
Louisiana • Mississippi • Texas • Alabama  
1714 22nd Avenue, Gulfport, Mississippi 39501  
Phone • (228)896-7166 Fax • (228)896-8405  
Email • Survey@cassady-acadia.com

FILED WORK COMPLETED ON: June 1, 2023



**MINUTES OF MARCH 14, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**CERTIFICATE OF RESUBDIVISION**

In accordance with Article II, Section 3 of the Code of Ordinance (Subdivision Regulations) of the City of Long Beach as amended, it is hereby certified that the Long Beach Planning Commission Chairman and Long Beach Mayor and Board of Aldermen have reviewed and approved the attached Final Plat. The following property has been subdivided from Harrison County ad valorem tax parcel numbers 0612A-03-064.000 and 0612A-03-064.001 into one new parcel. The subject properties are generally described as being located North of Kerr Street & West of Douglas Avenue.

**LEGAL DESCRIPTION OF LANDS PRIOR TO THIS RESUBDIVISION:  
PARCEL NO. 0612A-03-064.000  
DEED BOOK 1193, PAGE 186**

A parcel of land situated in Block Nineteen (19), Original Long Beach, Harrison County, Mississippi, and more particularly described as:

Beginning at the intersection of the West margin of Douglas Lane with North margin of Kerr Street thence run S-63°-51'-W 110.0 feet to the point of beginning, thence continue S-63°-51'-W along the North margin of Kerr Street a distance of 40.0 feet; thence run N-28°-W 122.0 feet; thence run N-63°-51'-E 40.0 feet; thence run S-28°-E 122.0 feet back to the point of beginning. Sold parcel being in and a part of Block 19, Original Long Beach, Harrison County, Mississippi.

**PARCEL NO. 0612A-03-064.001  
INSTRUMENT NO. 2019-4982-D-J1**

A parcel of land situated and being located in a part of lots Eight (8) and Nine (9), Block Nineteen (19), ORIGINAL LONG BEACH, according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 11 at Page 6 (Copy Book 4A at Page 365) thereof, and being more particularly described as:

Beginning at the intersection of the West margin of Douglas Lane with the North margin of Kerr Street; thence run from said point of beginning, South 63 degrees 51 minutes West a distance of 110.0 feet along the North margin of Kerr Street; thence run North 63 degrees 51 minutes East a distance of 110.0 feet to the West margin of Douglas Lane; thence run South 28 degrees East a distance of 122.0 feet along the West margin of Douglas Lane to the North margin of Kerr Street and the Point of Beginning.

**PLAT SHOWING RESUBDIVISION SURVEY  
OF  
PART OF LOTS 8 & 9, BLOCK 19,  
ORIGINAL LONG BEACH**

**TAX PARCELS #0612A-03-064.000 &  
#0612A-03-064.001**

**MUNICIPAL: #330 KERR STREET  
CITY OF LONG BEACH,  
FIRST JUDICIAL DISTRICT OF  
HARRISON COUNTY, MISSISSIPPI**

**LEGAL DESCRIPTIONS OF THE (1) NEW PARCEL READ AS FOLLOWS:**

**LEGAL DESCRIPTION OF PARCEL ONE:**

A parcel of land situated and being located in a part of Lots 8 & 9, Block 19, ORIGINAL LONG BEACH (Plat Book 11, Page 6), City of Long Beach, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

**BEGINNING** at 60d nail in a 1-inch iron pipe at the intersection of the westerly margin of Douglas Avenue with the northerly margin of Kerr Street; thence run from said POINT OF BEGINNING, South 65 degrees 16 minutes 25 seconds West along the northerly margin of Kerr Street a distance of 190.36 feet to a 1-inch iron pipe; thence run North 28 degrees 10 minutes 50 seconds West a distance of 113.26 feet to a 1/2-inch iron rod in PVC; thence run North 63 degrees 03 minutes 45 seconds East a distance of 39.93 feet to a 1/2-inch iron rod; thence run North 63 degrees 53 minutes 31 seconds East a distance of 110.24 feet to a fence pipe in concrete on the westerly margin of Douglas Avenue; thence run South 28 degrees 10 minutes 45 seconds East along the westerly margin of Douglas Avenue a distance of 117.47 feet to the POINT OF BEGINNING.

Said parcel contains 0.398 acres, more or less.

**SHEET 3 OF 4**



**CASSADY-ACADIA**  
LAND SURVEYING, LLC  
Louisiana • Mississippi • Texas • Alabama  
1714 22nd Avenue, Gulfport, Mississippi 39501  
Phone • (228)896-7155 Fax • (228)898-8406  
Email • Survey@Cassady-Acadia.com

FIELD WORK COMPLETED ON: June 1, 2023

MINUTES OF MARCH 14, 2024  
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  
228-863-1934

CERTIFICATE OF OWNERSHIP:

I hereby certify that, Frank Powell 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.

Frank Powell \_\_\_\_\_  
Frank Powell, Owner Date: 2-13-2024

Subscribed and sworn to before me, in my presence this 13th day of Feb 2024, a Notary Public in and for the County of WALTON State of MS

Frank Powell, Jr.  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

CERTIFICATE OF SURVEY AND ACCURACY:

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

Wayna M. Vice, Jr., PS  
Registration No. 32711  
Subscribed and sworn to before me, in my presence this \_\_\_\_\_ day of \_\_\_\_\_ 2023, a Notary Public in and for the County of Harrison, State of Mississippi.

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



PLAT SHOWING RESUBDIVISION SURVEY

OF  
PART OF LOTS 8 & 9, BLOCK 19,  
ORIGINAL LONG BEACH

TAX PARCELS #0612A-03-064.000 &

#0612A-03-064.001

MUNICIPAL: #330 KERR STREET  
CITY OF LONG BEACH,  
FIRST JUDICIAL DISTRICT OF  
HARRISON COUNTY, MISSISSIPPI

SHEET 4 OF 4

**CASSADY-ACADIA**  
LAND SURVEYING, LLC  
Louisiana • Mississippi • Texas • Alabama  
1714 22nd Avenue, Gulfport, Mississippi 39501  
Phone • (228)898-7155 Fax • (228)898-8405  
Email • Surveys@Cassady-Acadia.com

FILED WORK COMPLETED ON: June 1, 2023

**MINUTES OF MARCH 14, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**Tina Dahl**

---

**From:** Joe Culpepper <joe.culpepper@h2oinnovation.com>  
**Sent:** Tuesday, February 20, 2024 10:37 AM  
**To:** Tina Dahl  
**Subject:** RE: Certificate of Resubdivision, 330 Kerr Street

No special tap fee needed at this time.

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



Trusted Utility Partners

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



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

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February 20, 2024

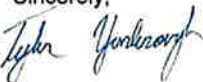
City of Long Beach  
P.O. Box 929  
Long Beach, MS 39560

**RE: Certificate of Subdivision – Tax Parcel No. 0612A-03-064.001**

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 lots Eight and Nine, Block Nineteen, Original Long Beach, First Judicial District of Harrison County, Mississippi, in Plat Book 11 at page 6. The submitted subdivision proposes to combine two existing parcels into one new parcel. Proposed parcel "One" will be nearly 0.398 Acres in size, with approx. 150.36 feet of street frontage on Kerr Street.

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

Sincerely,  
  
Tyler Yarbrough

TY:539



**MINUTES OF MARCH 14, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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

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It came for discussion under New Business, a Sketch Plat Approval for Ivey Place Subdivision, the property located at 20583 Johnson Road, Tax Parcel 0512B-01-029.000, submitted by Franklin Jason Overstreet, as follows:

**MINUTES OF MARCH 14, 2024  
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	3/5/24
Zoning	R-1
Agenda Date	3/14/24
Check Number	

- I. TYPE OF CASE: **SKETCH APPROVAL**
- II. ADVALOREM TAX PARCEL NUMBER(S): 0512B-01-029.000
- III. GENERAL LOCATION OF PROPERTY INVOLVED: Approximately 1/4 mile east of the intersection of Beatline Road and Johnson Road; south side of roadway
- IV. ADDRESS OF PROPERTY INVOLVED: 20583 Johnson Road, Long Beach, MS 39560
- A. The purpose of the sketch is to develop a general design on which to base the preliminary and final plat, and thus having to revise such design to make in conform to the comprehensive City plan and to relate it to surrounding development. To this end, the sub-divider should consult informally with the City Engineer and the Planning Commission on preparation of the sketch plat.
- B. The sub-divider shall submit to the Planning Commission the sketch plat of the proposed subdivision, together with the attendant items, fifteen (15) days prior to the Planning Commission meeting at which the sketch plat is to be approved. The sketch plat shall be reviewed by the Planning Commission and approved by the Mayor and Board of Aldermen. The review shall take into consideration, in addition to the requirements set forth in these regulations, the components of the comprehensive City plan, the zoning ordinance and other plans, programs and regulations that might affect the area and the design and development of the subdivision.
- C. The sub-divider must submit a general layout drawing of the proposed subdivision or development. The sketch plat should indicate location of the subdivision, street alignment and lot sizes, and should provide additional information that is deemed reasonably necessary within the scope the Subdivision Ordinance by the City. (1) The sketch plat should consist of three (3) full-size drawings on 24 x 36 inch sheets and (1) 8 1/2 x 14 and/or emailed in pdf. format to the Clerk.
- D. The Planning Commission shall inform the sub-divider that the Sketch plan as submitted or as modified does or does not meet the objectives of City Regulations. When the Planning Commission or the Mayor and Board find that the sketch plat does not meet the objectives of City regulations the reasons therefore shall be given, together with any changes recommended to be made. In the even the sub-divider does not agree to changes recommended by the Planning Commission, he may request and shall receive review and formal action by the Mayor and Board of Aldermen at its next regular meeting.
- E. Although not recommended, a developer may be allowed to combine the Sketch and Preliminary plats so that they may be considered together.
- V. **REQUIRED ATTACHMENTS:**
- A. **Interest and Ownership.** The applicant's name, address and interest of every person, firm or corporation represented by the applicant in the application, the name of the owner or owners and their respective addresses of the entire land area proposed to be changed in classification or to be included within the structures then existing thereon, and sufficient evidence to establish that the applicant has the right of possession to the land area and structures, the names and address of all owners of adjacent property (exclusive of the width of intervening streets, alleys, or bodies of water).

**MINUTES OF MARCH 14, 2024  
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- B. **Recorded Warranty Deed.** A deed which includes a legal description of the specific piece of property involved in the request. If, several parcels are included in a request, individual parcel deeds AND a composite legal description of all parcels involved in the request must be provided.
- C. **Fee.** Attach a check in the amount of \$50.00. This check should be made payable to the **City of Long Beach** to cover administrative cost. You will also be responsible to actual costs, such as advertising and mailing incurred with the processing of your application.

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

**VI. OWNERSHIP AND CERTIFICATION:**

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

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

**Franklin Jason Overstreet**

\_\_\_\_\_  
Name of Rightful Owner (PRINT)

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

**53 Walton Road**

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

\_\_\_\_\_  
Owner's Mailing Address

**Wiggins MS 39577**

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

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

**228.669.9262**

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Phone

 **03.04.2024**

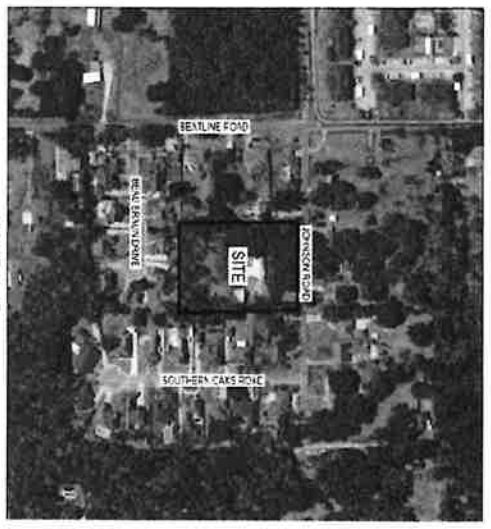
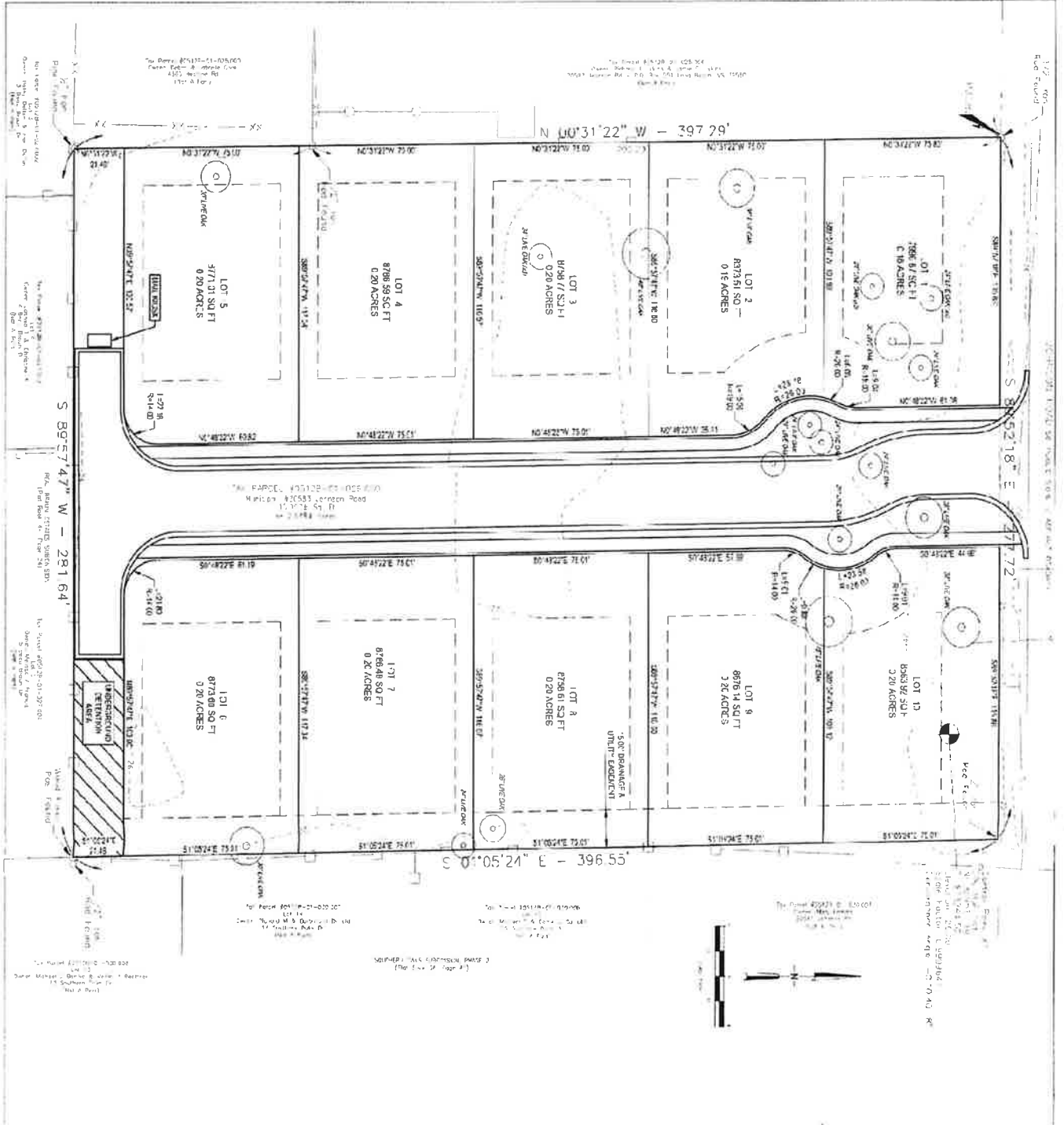
\_\_\_\_\_  
Signature of Applicant Date

\_\_\_\_\_  
Signature of Rightful Owner Date



# MINUTES OF MARCH 14, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

File: D:\Users\NVA\OneDrive\Long Beach\Projects\22583\22583\_SitePlan.dwg Plot Date: 3/14/24 10:00 AM



VICINITY MAP  
NOT TO SCALE

**SURVEY NOTES**

1. Survey was performed by Cassidy Adams Land Survey, LLC dated 09/23/23.
2. Boundaries were determined by GlobalSatellite, Inc. (GPS) and verified by a total station. The client has represented that the information is true and correct and that the survey was made on the basis of a true and correct survey of the site.
3. The subdivision is located on the east side of Bentline Road, between Bentline Road and Southern Oaks Road. The subdivision is bounded by Bentline Road to the north, Southern Oaks Road to the south, and the existing Ivey Place Subdivision to the west.
4. The subdivision is bounded by Bentline Road to the north, Southern Oaks Road to the south, and the existing Ivey Place Subdivision to the west.
5. The subdivision is bounded by Bentline Road to the north, Southern Oaks Road to the south, and the existing Ivey Place Subdivision to the west.
6. The subdivision is bounded by Bentline Road to the north, Southern Oaks Road to the south, and the existing Ivey Place Subdivision to the west.
7. The subdivision is bounded by Bentline Road to the north, Southern Oaks Road to the south, and the existing Ivey Place Subdivision to the west.
8. The subdivision is bounded by Bentline Road to the north, Southern Oaks Road to the south, and the existing Ivey Place Subdivision to the west.
9. The subdivision is bounded by Bentline Road to the north, Southern Oaks Road to the south, and the existing Ivey Place Subdivision to the west.
10. The subdivision is bounded by Bentline Road to the north, Southern Oaks Road to the south, and the existing Ivey Place Subdivision to the west.
11. The subdivision is bounded by Bentline Road to the north, Southern Oaks Road to the south, and the existing Ivey Place Subdivision to the west.
12. The subdivision is bounded by Bentline Road to the north, Southern Oaks Road to the south, and the existing Ivey Place Subdivision to the west.
13. The subdivision is bounded by Bentline Road to the north, Southern Oaks Road to the south, and the existing Ivey Place Subdivision to the west.

**REFERENCES**

1. Official Plat of Ivey Place Subdivision by B.T. Cade, CE, dated August 21, 1991.
  2. Official Plat of Bentline Estates Subdivision by David A. Gandy, PLS, dated September 16, 2002.
  3. Official Plat of Southern Oaks Subdivision Phase 2 by Eugene F. Smith, PLS, dated December 21, 1984 (D). Part of Lot 3 of Southern Oaks Subdivision Phase 1 by Eugene F. Smith, PLS, dated December 22, 1984.
- The survey shown herein are based on the Mississippi State Plane Coordinate System - East Zone, NAD 83 using CTS COORDINATE SYSTEM established on May 2, 2003. The horizontal distance between any two points in the subdivision system is based on the North American Vertical Datum of 1988. WAD 88. Contour 150 using GPS SURVEYING SYSTEM established on May 1, 2023.
- PLAT INFORMATION AND REMARKS**
- This is a bounded and closed plat of 13 lots of land located in the Ivey Place Subdivision, located in the County of Harrison, State of Mississippi. The plat was prepared by Cassidy Adams Land Survey, LLC, dated 09/23/23. The plat was recorded on March 14, 2024.
- LEGAL DESCRIPTION**
- A parcel of land situated and being bounded by Bentline Road to the north, Southern Oaks Road to the south, and the existing Ivey Place Subdivision to the west. The area of the land is 2.40 acres, more or less. The land is divided into 13 lots, each containing 0.20 acres, more or less. The lots are numbered 1 through 13. The subdivision is bounded by Bentline Road to the north, Southern Oaks Road to the south, and the existing Ivey Place Subdivision to the west.

PROJECT NO:	22583
DATE:	3/14/24
DRAWN BY:	ML
CHECKED BY:	fs
SHEET NUMBER:	1
PROJECT TITLE:	SKETCH PLAT



**IVEY PLACE  
SUBDIVISION**  
LONG BEACH, MISSISSIPPI

NO	DATE	REVISIONS DESCRIPTION	BY

**MINUTES OF MARCH 14, 2024  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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

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It came for discussion under New Business, Planning Commission Resignation, Commissioner Michael Levens, Ward 5 Appointee, as follows:

Michael Levens  
18564 Ray Road  
Long Beach, MS 39560  
2/23/2024

Tina Dahl  
Clerk  
City of Long Beach Planning and Development Commission  
201 Jeff Davis Avenue  
Long Beach, MS 39560

Dear Tina Dahl,

First, I want to thank the City, Alderman, and Mayor for the opportunity to serve the City of Long Beach. This is my official letter of resignation from the City of Long Beach Planning and Development Commission due to my recent move of residence outside of my appointed Ward, Ward 5.

My last day at City of Long Beach Planning and Development Commission will be 2/23/24.

Sincerely,

Michael Levens  
Planning and Development Commissioner, Ward 5 Appointee

Commission Vice Chairman Barlow made motion, seconded by Commissioner Suthoff and unanimously carried recommending to accept the letter as submitted.

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There being no further business to come before the Planning and Development Commission at this time, Commissioner Suthoff made motion, seconded by

**MINUTES OF MARCH 14, 2024  
REGULAR MEETING**

**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Commissioner Kruse and unanimously carried to adjourn the meeting until the next regular scheduled meeting in due course.

APPROVED:

\_\_\_\_\_

Chairman Frank Olaivar

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

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

Tina M. Dahl, Minutes Clerk