

**MINUTES OF JULY 27, 2023**  
**REGULAR MEETING**  
**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**  
**AGENDA**  
**JULY 27, 2023**  
**REGULAR MEETING OF THE PLANNING and DEVELOPMENT COMMISSION**  
**CITY OF LONG BEACH, MISSISSIPPI**  
**5:30 O'CLOCK P.M.**  
**LONG BEACH CITY HALL**  
**MEETING ROOM**  
**201 JEFF DAVIS AVENUE**

**I. CALL TO ORDER**

**II. ROLL CALL AND ESTABLISH QUORUM**

**III. PUBLIC HEARINGS**

- 1. Zone Map Change- 0 Railroad Street, Tax Parcel 0512G-03-001.000, Submitted by Long Beach Ventures, LLC (owners) and Allen (Hobbs) Mize (agent).

**IV. ANNOUNCEMENTS**

**V. APPROVE MINUTES**

- 1. July 13, 2023

**VI. UNFINISHED BUSINESS**

- 1. Planning Commission Approval- 20048 Pineville Road, Suite C-300, Tax Parcel 0511I-01-037.000, Submitted by Germaine Biagas.

**VII. NEW BUSINESS**

- 1. Tree Removal- 644 East Railroad Street, Tax Parcel 0611P-03-011.000, Submitted by Lynn Sarbather.
- 2. Certificate of Resubdivision- 136 and 138 Markham Drive, Tax Parcels 0512J-01-010.000 and 0512J-01-009.000, Submitted by Johnnie Page, PX3 LLC.

**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 August 1, 2023.**

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

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

\*\*\*\*\*

**MINUTES OF JULY 27, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Be it remembered that one (1) public hearing was heard before the Long Beach Planning and Development Commission, Long Beach, Mississippi, and begun at 5:30 o'clock p.m., Thursday, the 27th day of July 2023 in said City, and the same being the time, date and place fixed for holding said public hearings.

There were present and in attendance on said Commission and at the Public Hearing the following named persons: Chairman Frank Olaivar, Vice Chairman Shawn Barlow, Commissioners David DiLorenzo, William Suthoff, Nicholas Brown, Michael Levens, Chris Fields, Jennifer Glenn, and Marcia Kruse, City Advisor Bill Hessell, Building Official Mike Gundlach, and Minutes Clerk Tina M. Dahl.

Absent the public hearing was Building Inspector Ryan Ladner.

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

\*\*\*\*\*

The public hearing to consider a Zone Map Change for the property located at 0 Railroad Street, Tax Parcel 0512G-03-001.000, Submitted by Long Beach Ventures, LLC (owners) and Allen (Hobbs) Mize (agent), as follows:

MINUTES OF JULY 27, 2023  
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

Office use only  
Date Received 7/3/23  
Zoning R-1  
Agenda Date 7/27/23  
Check Number CC

- I TYPE OF CASE: **ZONE CHANGE REQUEST**
- II Advalorem Tax Parcel Number(s): 0512G-03-001.00
- III Address of Property Involved: 0 Railroad Street, Long Beach MS
- IV Statement clearly explaining the request being made for case review (Attach supplemental pages if necessary.)  
Requesting rezoning to C2B which is consistent with the zoning of adjoining 0512J-01.001

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). 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.** If the proposed amendment would require a change in the Zoning Map, 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. **Development schedule.** The time schedule for the beginning and completion of development planned by the applicant in the area, if the development is planned in stages, the time schedule shall indicate the successive stages and the development planned for each stage.
- D. **Effect of Amendment.** A report giving the nature, description and effect of the proposed amendment, if the proposed amendment would require a change in the Zoning Map, description of the probable effect on the surrounding land uses and properties
- E. **Error.** The error in the Ordinance that would be corrected by the proposed amendment, if the intent is to correct an error
- F. **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
- G. **Fee.** Attach a check in the amount of \$100.00. This check should be made payable to the City of Long Beach to cover administrative cost. You will also be responsible to actual costs, such as advertising and mailing incurred with the processing of your application

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

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 21 days before the 2<sup>nd</sup> or 4<sup>th</sup> Thursday of each month. Receipt of fee(s) does not constitute receipt of a completed application.

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

LONG BEACH VENTURES, LLC  
Name of Rightful Owner (PRINT)

PO Box 1465  
Owner's Mailing Address

Ridgeland, MS 39158  
City State Zip

6015299899  
Phone

[Signature] June 30, 2023  
Signature of Rightful Owner Date

Allen (Hobbs) Mize  
Name of Agent (PRINT)

808 Howard Avenue  
Agent's Mailing Address

Biloxi MS 39530  
City State Zip

601-519-8189  
Phone

[Signature] 7/3/2023  
Signature of Agent Date

MINUTES OF JULY 27, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



SCANNED



1st Judicial District  
Instrument 2021-9782 D-31  
Filed/Recorded 11/12/2021 11:16 AM  
Total Fees \$ 26.00  
3 Pages Recorded

Prepared by:  
Hornby Watts, PLLC  
1025 Howard Avenue  
Biloxi, MS 39530  
(228) 207-2990

Return to:  
Hornby Watts, PLLC  
1025 Howard Avenue  
Biloxi, MS 39530  
(228) 207-2990

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT

WARRANTY DEED

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, we (hereinafter "Grantor")

**GOLDEN BAY INVESTMENT, LTD,**  
A California Limited partnership  
2305A McKee Road  
San Jose, CA 95116  
(408) 218-4691

do and does hereby grant, bargain, sell, convey and warrant unto (hereinafter Grantees),

**LONG BEACH VENTURES, LLC,**  
A Mississippi limited liability company  
P.O. Box 1465  
Ridgeland, MS 39158  
(601) 605-8128

certain real property, with all improvements thereon and tenements, hereditaments and appurtenances thereto, located in Harrison County, Mississippi, to-wit:

See Exhibit A attached hereto on Page 3

Indexing Instructions: A PARCEL OF LAND SITUATED IN SECTION 15 AND IN B, PELLERIN CLAIM SECTION 22, ALL IN TOWNSHIP 8 SOUTH, RANGE 12 WEST, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI

Page 1 of 3

LESS AND EXCEPT any and all interests in and to the oils, gases and other minerals therein/on/under, which have been reserved/conveyed previously, if any, but conveying the remaining interest therein unto Grantees without warranty of any type.

SUBJECT TO restrictions, conditions, covenants, rights, rights of way and easements, now of record, if any.

TAXES for any prior year shall be paid by Grantor, for the current year shall be pro-rated and the same are hereby assumed by the Grantee herein.

WITNESS OUR SIGNATURES, this, the 28<sup>th</sup> day of June, A.D., 2021.

*Annie Le-Nguyen*  
GOLDEN BAY INVESTMENT, LTD.,  
A California limited partnership  
By: Annie Le-Nguyen  
Title: General Partner

*Dep Thi Nguyen*  
GOLDEN BAY INVESTMENT, LTD.,  
A California limited partnership  
By: Dep Thi Nguyen  
Title: General Partner

STATE OF CALIFORNIA  
COUNTY OF Santa Clara

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 28<sup>th</sup> day of June, 2021, within my jurisdiction, the within named, Annie Le-Nguyen and Dep Thi Nguyen, Authorized Signatory and General Partners of GOLDEN BAY INVESTMENT, LTD., A California limited partnership, Grantor, who acknowledged that they executed the above and foregoing instrument after being duly authorized to do so.

*Duc Minh*  
NOTARY PUBLIC

My Commission Expires:

3/27/2024

(SEAL)



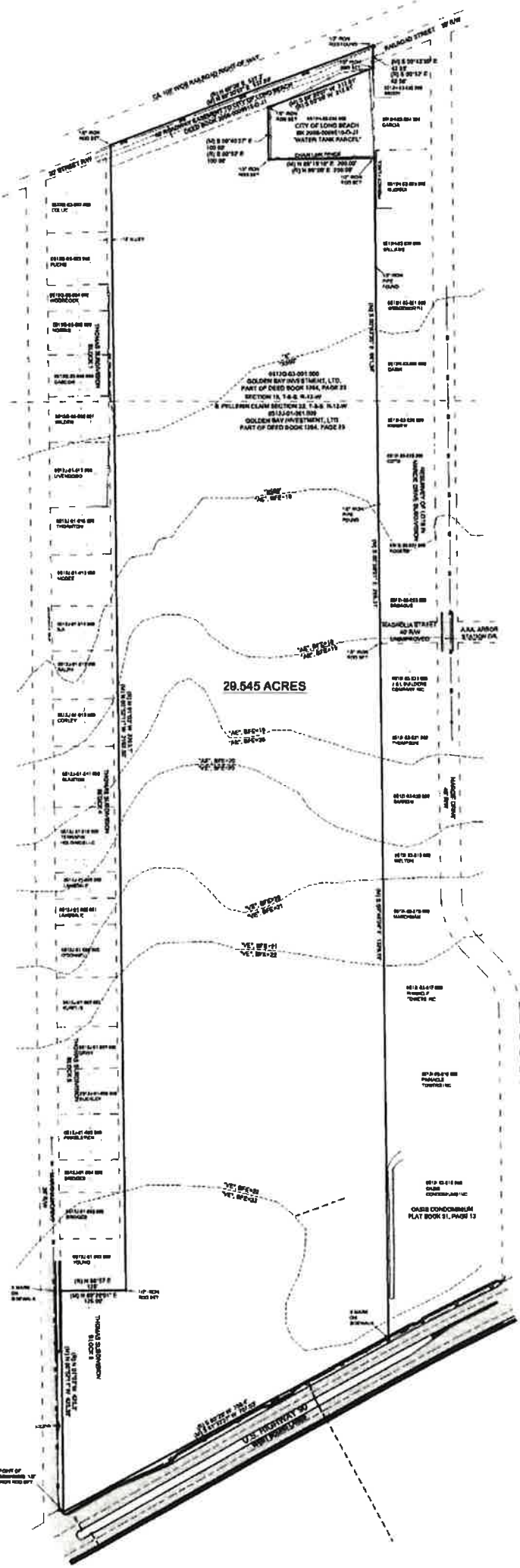
**MINUTES OF JULY 27, 2023**  
**REGULAR MEETING**  
**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

EXHIBIT "A"

A PARCEL OF LAND SITUATED IN SECTION 15 AND IN B. PELLERIN CLAIM SECTION 22, ALL IN TOWNSHIP 8 SOUTH, RANGE 12 WEST, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD SET AT THE POINT OF INTERSECTION OF THE EAST MARGIN OF MARKHAM ROAD WITH THE NORTH MARGIN OF U.S. HIGHWAY 90; THENCE ALONG SAID EAST MARGIN OF MARKHAM ROAD, N00°52'11"W 425.30' TO AN X-MARK ON CONCRETE SIDEWALK WHICH IS 100' SOUTH OF THE NORTH LINE OF BLOCK 8 OF THOMAS SUBDIVISION; THENCE PARALLEL TO SAID NORTH LINE, N89°26'01"E 125.00' TO AN IRON ROD ON THE EAST LINE OF THOMAS SUBDIVISION; THENCE ALONG SAID EAST LINE OF THOMAS SUBDIVISION, N00°52'11"W 2192.55' TO AN IRON ROD LYING ON THE SOUTH LINE OF THE RAILROAD RIGHT-OF-WAY; THENCE ALONG SAID SOUTH LINE, N69°20'07"E 537.89' TO AN IRON ROD FOUND ON THE WEST LINE OF THE RESURVEY OF MARCIE DRIVE SUBDIVISION; THENCE ALONG SAID WEST LINE, S00°43'35"E 42.55' TO AN IRON ROD SET AT THE NORTHEAST CORNER OF PROPERTY OF THE CITY OF LONG BEACH; THENCE ALONG THE NORTH LINE OF SAID PROPERTY, S69°20'07"W 212.81' TO AN IRON ROD; THENCE ALONG THE WEST LINE OF SAID PROPERTY, S00°45'27"E 100.00' TO AN IRON ROD; THENCE ALONG THE SOUTH LINE OF SAID PROPERTY, N89°19'10"E 200.00' TO AN IRON ROD, SAID POINT LYING ON THE WEST LINE OF THE RESURVEY OF MARCIE DRIVE SUBDIVISION; THENCE ALONG SAID WEST LINE, S00°43'35"E 661.34' TO AN IRON PIPE FOUND; THENCE FURTHER ALONG SAID WEST LINE, S00°58'01"E 266.31' TO AN IRON ROD SET; THENCE FURTHER ALONG SAID WEST LINE, S00°45'24"E 1329.19' TO AN X-MARK ON SIDEWALK ON THE NORTH MARGIN OF U.S. HIGHWAY 90; THENCE ALONG SAID NORTH MARGIN, S61°33'37"W 707.03' TO THE POINT OF BEGINNING, CONTAINING 29.545 ACRES, HEREIN DESCRIBED PROPERTY BEING SUBJECT TO A 40 FEET WIDE ROADWAY EASEMENT TO THE CITY OF LONG BEACH AS PER DEED BOOK 2006-0009515-D-J1. HEREIN DESCRIBED PROPERTY BEING DESIGNATED AS COUNTY PARCEL NUMBERS 0512G-03-001.000 AND 0512J-01-001.000 AND IS THAT SAME PROPERTY DESCRIBED IN DEED BOOK 1264 ON PAGE 20 AND DESCRIBED IN DEED BOOK 1264 ON PAGE 23 OF THE LAND RECORDS OF THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI.

# MINUTES OF JULY 27, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION



- LEGEND:**
- 1 - IRON ROD FOUND
  - 2 - IRON PIPE FOUND
  - 3 - IRON PIPE FOUND
  - 4 - IRON PIPE FOUND
  - 5 - IRON PIPE FOUND
  - 6 - IRON PIPE FOUND
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  - 19 - IRON PIPE FOUND
  - 20 - IRON PIPE FOUND

**REFERENCE MATERIAL:**

- 1) FINAL PLAT OF THOMAS SUBDIVISION
- 2) FINAL PLAT OF THE RESURVEY OF MARCE DRIVE SUBDIVISION
- 3) FINAL PLAT OF DAB'S CONDOMINIUM
- 4) DEED BOOK 184, PAGE 28
- 5) DEED BOOK 184, PAGE 25
- 6) INSTRUMENT NO. 2028-000819-D-1
- 7) INSTRUMENT NO. 2028-000819-D-2

**NOTES:**

- 1) THIS SURVEY PREPARED WITH A COMBINATION OF TOPGRAPH AND PHOTOGRAMMETRY DATA.
- 2) STATION PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY COMBINATION OF GPS STATIC OBSERVATION AND LOCAL POLY. BY RTN NETWORK AND ARE BASED ON GCS (NAD 83).
- 3) STATION ELEVATIONS ARE BASED ON NAVD83 GROUND 2008.
- 4) THIS SURVEY HAS BEEN PREPARED BY INFORMATION PROVIDED BY CLIENT AND LIMITED HEREON TO COURTESY WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THIS SURVEY MAY NOT SHOW ALL ENCUMBRANCES AND OTHER RESTRICTIONS OF RECORD. SURVEYOR WILL MAKE AVAILABLE TO ALL BOUND PARTIES TO THIS SURVEY A CURRENT TITLE REPORT OR ABSTRACT IF PROVIDED TO HIM BY PROPER AUTHORITY.
- 5) LIMITS OF SURVEY NOTED THIS SURVEY IS LIMITED TO ABOVE BOUNDARY AND VARIOUS UTILITIES. A UTILITY DIST. CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-888-277-8477.
- 6) SURVEY BEYOND STATION POINTS WITH AN OBTUSIFICATION AND BY OTHER TO BE PRESCRIBED BY APPROPRIATE GOVERNING AGENCIES.

**SURVEY DESCRIPTION**

A PARCEL OF LAND SITUATED IN SECTION 18 AND IN PELLERIN CLAIM SECTION 22, ALL IN TOWNSHIP 8 SOUTH, RANGE 12 WEST, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THAT AN IRON ROD SET AT THE POINT OF INTERSECTION OF THE EAST MAINLINE OF HARRISON ROAD WITH THE NORTH MAINLINE OF U.S. HIGHWAY 90, THENCE ALONG SAID EAST MAINLINE OF HARRISON ROAD, S89°15'10\"/>

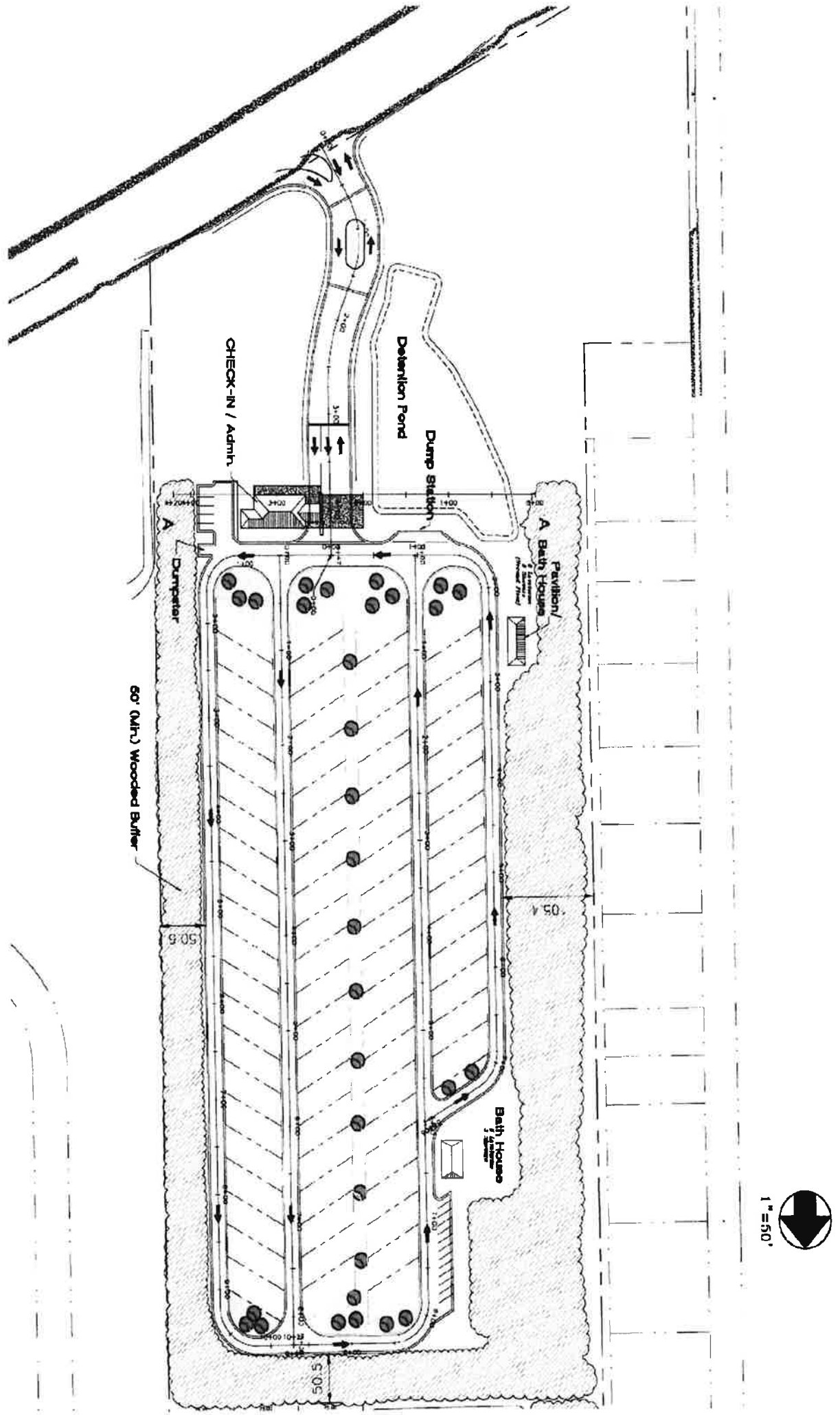
THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL THE DATA SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*[Signature]* DATE: 5/16/2023

*[Seal]*

THIS PROPERTY IS LOCATED IN PLANNING ZONING DISTRICT ACCORDING TO MAP NUMBER 2024-REG-1000 PAGES JULY 16, 2020		
SURVEY CLASS - "D"	FOR	DEVELOPING SHARED HIGHWAY AND TRAFFIC LIGHTS
SCALE - 1" = 100'	CROSBY & ASSOCIATES	
<b>CROSBY SURVEYING</b> PROFESSIONAL LAND SURVEYING 716 LIVE OAK DRIVE BRIDGES, MISSISSIPPI 39532 PHONE: 228-234-1669		DATE OF FIELD WORK: 5/16/2023
		PARTY CHECK: _____ INSTRUMENT MAN: MW FOREMAN: EC DRAWN BY: EAC DRAWING NUMBER: 1922 (UPDATED MAY 11, 2023) REVISED: _____

MINUTES OF JULY 27, 2023  
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION



	<b>Dennis Stiefel and Associates, Inc.</b> Consulting Engineers	13061 Shriners Blvd., Suite C Bixbi, Mississippi 39552 Office (228) 392-1636 Fax (228) 392-6779	PROJECT NAME <b>Oak Landing          Subdivision/RV Resort</b> <small>CITY OF LONG BEACH, MISSISSIPPI</small>	SHEET TITLE <b>RV Resort Layout</b>
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**MINUTES OF JULY 27, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION  
Long Beach RV Development S**

Rezoning	7/22/2023
Plans	9/22/2023 2 Months
Permitting	10/6/2023 2 weeks
Construction	10/9/2023 1 Year
Grand Opening	10/9/2024

### **Long Beach RV Resort**

#### **Effect of Amendment**

If this amendment requested was given, it would not negatively impact the surrounding properties the larger parcel that is already apart of this development is already zoned C2B and approved for RV park. We are only requesting to change the small parcel on the north side against the railroad track. The positive impact this change would be to give th RV'ers direct access from the North into the park from Railroad Street without having to come around down neighborhood streets to Highway 90 and then into the park. The direct route into this park will be down Beatline and Railroad. It will also allow this development to move forward and become a viable investment. We need a few more RV pads for this project to work and also need more space between existing pad layout in order for this park to be an high-end RV Resort that we are going for. This resort will have all high-end amenities include lazy river, infinity pool overlooking the beach, and spa. The rates will demand more the \$100 per night in order the clientele the city will desire. If this request is granted this development will bring a 1,000 very good tourist to Long Beach per week. And these tourists will help fill local restaurants and stores within the city.

The Clerk reported that thirty-six (36) 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:



**MINUTES OF JULY 27, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION  
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 **Zone Map Change**.

Long Beach Ventures, LLC, PO Box 1465, Ridgeland, MS, 39158 (owners) and Allen (Hobbs) Mize, 808 Howard Avenue, Biloxi, MS, 39530 (agent), have filed an application for a Zone Map Change in accordance with the Comprehensive Long Beach Unified Land Ordinance. The applicant is requesting to change the zoning of their property from an R-1, Single-Family Residential Zone, to a C2-B, Beach Front Commercial, to construct an RV Park. The location of the request is O Railroad Street, Tax Parcel 0512G-03-001.000. The legal description is as follows:

5.7 AC(C) BEG AT INTER OF E LINE OF THOMAS SUBD & S MAR OF RAILROAD NELY ALONG RAILROAD 537.2 FT S 42.6 FT S 69 DGS W 212.8 FT S 100 FT E 200 FT TO W LINE MARCIE SUBD S 474 FT W 500 FT N 490 FT TO POB PART OF LOTS 27 TO 32 WHITE AND CALVERT SURVEY (UNRECORDED) PART S1/2 OF SEC 15-8-12

A Public Hearing to consider the above Zone Map Change will be held in the City of Long Beach, Mississippi, 39560, July 27, 2023, at 5:30 p.m., in the Long Beach City Hall Meeting Room located at 201 Jeff Davis Avenue. The city encourages all residents, groups and organizations to contact the city if they have any questions concerning the petition.

/s/ signed  
Chairman  
Planning and Development Commission

201 Jeff Davis • PO Box 929 • Long Beach, MS 39560 • (228) 863-1556 • FAX (228) 865-0622  
www.cityoflongbeachms.com

AVERY 5160	Every Row Address Labels For Easy Printing - Enter the address	Go to Avery.com/template for zone map
Brody Daniel Patrick 98 Marcie Drive Long Beach, MS 39560	Garcia Christine D 100 Marcie Drive Long Beach, MS 39560	Kijonka Alexander and Erin 102 Marcie Drive Long Beach, MS 39560
Williams Josephine L Credit -Trust- c/o James A Williams III - Trustee - 19440 Pinelhurst Place East Gulfport, MS 39503	Wedgeworth Sidney N and Mary Jo 106 Marcie Drive Long Beach, MS 39560	Garin Thomas A and Janet A 108 Marcie Drive Long Beach, MS 39560
Kiermer James W and Betty Jane 110 Marcie Drive Long Beach, MS 39560	Sykes Robert Allan and Gall Ann 112 Marcie Drive Long Beach, MS 39560	Morand Phillip L and Eugene L 115 Marcie Drive Long Beach, MS 39560
Criswell Katherine E 113 Marcie Drive Long Beach, MS 39560	Chapman Brenda C 111 Marcie Drive Long Beach, MS 39560	Miller Mack B and Carole 109 Marcie Drive Long Beach, MS 39560
Coastal Getaways LLC 5280 Hwy 57 Saulsbery, TN 38067	Sand Sherry -Trustee- 105 Marcie Drive Long Beach, MS 39560	Delgado Maria G 103 Marcie Drive Long Beach, MS 39560
Mueller Robin S and Sean 101 Marcie Drive Long Beach, MS 39560	Coughlin John C and Renee L 125 Vance Place Long Beach, MS 39560	Stringer Nelda G Revocable Trust 123 Vance Place Long Beach, MS 39560
Puckett Roy D and Lucienne -L/E- 119 Vance Place Long Beach, MS 39560	Phung Andrew 8406 Commonwealth Avenue #2 Buena Park, CA 90621	McKivern Lawrence E and Marsha 130 Vance Place Long Beach, MS 39560
McKivern Christopher and Keanan C 109 1/2 Railroad Street West Long Beach, MS 39560	Brooks Charles W 128 Vance Place Long Beach, MS 39560	Babin Bryan P and Elizabeth H 103 St Augustine Drive Long Beach, MS 39560
Collie Joyce 1748 Steens-Vernon Road Steens, MS 39766	Fluch Terry Y 1724 Pinetree Circle Atlanta, GA 30329	Woodcock William E and Frieda L 162 Markham Drive Long Beach, MS 39560
Norris Robert F and Rebecca W 160 Markham Drive Long Beach, MS 39560	Gascon Joseph and Cheryl B 158 Markham Drive Long Beach, MS 39560	Wilder Charles A Jr and Grace Susa 156 Markham Drive Long Beach, MS 39560

MINUTES OF JULY 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Table with 3 columns and 2 rows of member names and addresses. Column 1: AVERY, 5150. Column 2: CITY OF LONG BEACH. Column 3: GO TO AVERY.COM/COMPUTERS.

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

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

- 1. That she is the duly appointed and acting Minutes Clerk of the City of Long Beach, Mississippi, Planning and Development Commission.
2. That in such capacity, she is responsible for mailing Notices of Public Hearing for the purpose of notifying property owners within one hundred sixty feet (160') of the subject property, when applications for zoning map changes, variances, appeals, etc., are filed, all as stipulated in the Zoning Ordinance Number 598 of the City of Long Beach; and other matters pertaining to such public hearings and the business of the Planning and Development Commission in and for the City of Long Beach;
3. That on July 5, 2023, she did cause to be mailed, Notice of Public Hearing, a copy of which is attached hereto, to thirty-six (36) property owners within 160' of 0 Railroad Street, Tax Parcel 0512G-03-001.006, notifying them that a public meeting will be held, July 27, 2023, to consider an application for a Zone Map Change submitted by Long Beach Ventures, LLC (owners) and Allen (Hobbs) Mize (agent).

Given under my hand this the 5th of July 2023.

Stacey Dahl
STACEY DAHL, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 5th day of July 2023.

Kini Gonsoulin
NOTARY PUBLIC



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

Proof of Publication

STATE OF MISSISSIPPI
COUNTY OF HARRISON
PERSONALLY appeared before me the undersigned notary in and for said County and State, HUNTER DAWKINS, publisher of THE GAZEBO CAZETTE, a newspaper printed and published in Harrison County, who being duly sworn, deposes and says the publication of this notice hereunto attached has been made to the said publication ... weeks in the following numbers and on the following dates of such paper:
Vol. 27 No. 27 dated 7 day of July, 2023
Vol. No. dated day of , 20
Vol. No. dated day of , 20
No. dated day of , 20
No. dated day of , 20
No. dated day of , 20
No. dated day of , 20
No. dated day of , 20
Notary Public: LOUISEL BROWN

**MINUTES OF JULY 27, 2023  
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Applicant withdrew the application.

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

No action was taken.

\*\*\*\*\*

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 27th day of July 2023, in the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, and the same being the time, date and place fixed for holding said Regular Meeting.

There were present and in attendance on said Commission and at the meeting the following named persons: Commission Chairman Frank Olaivar, Vice Chairman Shawn Barlow, David DiLorenzo, William Suthoff, Nicholas Brown, Michael Levens, and Chris Fields, Jennifer Glenn and Marcia Kruse, City Advisor Bill Hessel, Building Official Mike Gundlach, and Minutes Clerk Tina M. Dahl.

Absent from the regular meeting was Building Inspector Ryan Ladner.

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

\*\*\*\*\*

Commissioner Glenn made motion, seconded by Commissioner Kruse and unanimously carried to approve the Regular Meeting minutes of July 13, 2023, as submitted.

\*\*\*\*\*

It came for discussion under Unfinished Business, Planning Commission Approval for the property located at 20048 Pineville Road, Suite C-300, Tax Parcel 0511I-01-037.000, submitted by Germaine Biagas, as follows:

**MINUTES OF JULY 27, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

CITY OF LONG BEACH, MISSISSIPPI														
APPLICATION FOR CASE REVIEW														
<b>PHYSICAL ADDRESS:</b> 201 JEFF DAVIS AVENUE LONG BEACH, MS 39560	<b>PHONE: (228) 863-1554</b> <b>FAX: (228) 863-1558</b>	<b>MAILING ADDRESS</b> POST OFFICE BOX 929 LONG BEACH, MS 39560												
<p>I. TYPE OF CASE: <input checked="" type="checkbox"/> PLANNING COMMISSION APPROVAL  <input type="checkbox"/> DECISION OF THE BUILDING OFFICIAL IS ALLEGED TO BE IN ERROR  <input type="checkbox"/> INTERPRETATION OF THE ZONING ORDINANCE <span style="float: right;">05111-0-037.000</span></p>														
<p>II. Address of Property Involved: <u>20048 Pineville Rd Slide C-300</u>  <span style="float: right;">Tax Parcel Number</span></p>														
<p>III. Statement clearly explaining the request being made for case review. (Attach supplemental pages if necessary.)  <u>opening a dog grooming salon. will be open 4 days a week</u>  <u>customers will drop dogs off and pick back up when finished</u></p>														
<p>IV. <b>REQUIRED ATTACHMENTS:</b></p> <p>A. <b>Interest and Ownership.</b> <u>The applicant's name, address and interest of every person, firm or corporation represented by the applicant in the application, the name of the owner or owners and their respective addresses of the entire land area proposed to be changed in classification or to be included within the structures then existing thereon, and sufficient evidence to establish that the applicant has the right of possession to the land area and structures, the names and address of all owners of adjacent property (exclusive of the width of intervening streets, alleys, or bodies of water). Claims of support or "no objection" from owners of adjoining property should be substantiated in writing or by the appearance of such owner(s) at the hearing. Such support is usually considered material but not conclusive.</u></p> <p>B. <b>Survey and/or Site Plan.</b> <u>A site plan showing the land area which would be affected, if required a general layout drawing of the development, easements bounding and intersecting the designated area, the locations of existing and proposed structures with supporting open facilities, and the ground area to be provided and continuously maintained for the proposed structure or structures;</u></p> <p>C. <b>Recorded Warranty Deed.</b> <u>A deed which includes a legal description of the specific piece of property involved in the request. If several parcels are included in a request, individual parcel deeds AND a composite legal description of all parcels involved in the request must be provided.</u></p> <p>D. <b>Fee.</b> <u>Attach a check in the amount of \$100.00. This check should be made payable to the City of Long Beach to cover administrative cost. You will also be responsible to actual costs, such as advertising and mailing incurred with the processing of your application.</u></p> <p><b>***NOTE*** APPLICATION WILL NOT BE ACCEPTED WITHOUT THE ABOVE LISTED DOCUMENTS.</b></p>														
<p>V. <b>OWNERSHIP AND CERTIFICATION:</b></p> <p><b>READ BEFORE EXECUTING.</b> Attendance by the applicant(s) at the public hearing (IF REQUIRED) and/or meeting is mandatory; however, the applicant may designate a representative to attend the public hearing and/or meeting on their behalf, provided said representative has been properly designated to speak on the applicant's behalf either by written permission or oral designation by the applicant. If a continuance is to be granted, the applicant must request same in writing a minimum of seven (7) days in advance of the scheduled public hearing and/or meeting. The applicant acknowledges that, in signing this application, all conditions and requirements inherent in the process have been fully explained and understood, including the timetable for processing the application. The completed application with all necessary documents and payments must be returned to the Planning office not later than 21 days before the 2<sup>nd</sup> or 4<sup>th</sup> Thursday of each month. Receipt of fee(s) does not constitute receipt of a completed application.</p> <p><b>Ownership:</b> 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> <table style="width:100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <u>Germaine Biagas</u>                      Name of Rightful Owner (PRINT)                 </td> <td style="width: 50%; border: none;"> <u>Germaine Biagas</u>                      Name of Agent (PRINT)                 </td> </tr> <tr> <td style="border: none;"> <u>35674 Devon Dr.</u>                      Owner's Mailing Address                 </td> <td style="border: none;"> <u>35674 Devon Dr</u>                      Agent's Mailing Address                 </td> </tr> <tr> <td style="border: none;"> <u>Slidell LA 70460</u>                      City State Zip                 </td> <td style="border: none;"> <u>Slidell LA 70460</u>                      City State Zip                 </td> </tr> <tr> <td style="border: none;"> <u>985 503 8877</u>                      Phone                 </td> <td style="border: none;"> <u>985 503 8877</u>                      Phone                 </td> </tr> <tr> <td style="border: none;"> <u>germainegrmy@icloud.com</u>                      Email address                 </td> <td style="border: none;"> <u>germainegrmy@icloud.com</u>                      Email Address                 </td> </tr> <tr> <td style="border: none;"> <u>J. Biagas</u> <u>6/22/23</u>                      Signature of Rightful Owner Date                 </td> <td style="border: none;"> <u>G. Biagas</u> <u>6/22/23</u>                      Signature of Agent Date                 </td> </tr> </table>			<u>Germaine Biagas</u> Name of Rightful Owner (PRINT)	<u>Germaine Biagas</u> Name of Agent (PRINT)	<u>35674 Devon Dr.</u> Owner's Mailing Address	<u>35674 Devon Dr</u> Agent's Mailing Address	<u>Slidell LA 70460</u> City State Zip	<u>Slidell LA 70460</u> City State Zip	<u>985 503 8877</u> Phone	<u>985 503 8877</u> Phone	<u>germainegrmy@icloud.com</u> Email address	<u>germainegrmy@icloud.com</u> Email Address	<u>J. Biagas</u> <u>6/22/23</u> Signature of Rightful Owner Date	<u>G. Biagas</u> <u>6/22/23</u> Signature of Agent Date
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<b>OFFICE USE ONLY</b>														
Date Received <u>6/22/23</u> Zoning <u>C-3</u> Agenda Date <u>7/13/23</u> Check Number <u>CC</u>														

MINUTES OF JULY 27, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
Commercial Lease Agreement

Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective \_\_\_\_\_ by and between Dava Nguyen ("Landlord") and \_\_\_\_\_ ("Tenant")

Landlord is the owner of land and improvements commonly known and numbered as 20048 Pinaville Road, Long Beach, Mississippi 39660 and legally described as follows (the "Building"): A parcel of land located in the SE 1/4 of the NE 1/4 of Section 10, Township 8 South Range 12 West, City of Long Beach, Harrison County, Mississippi, described by beginning at the SW corner of the SF 1/4 of Section 10, Township 8 South, Range 12 West, Harrison County, Mississippi for a point of beginning thence East 216 feet, thence North 235 feet, thence West 216 feet, thence South 205 feet to the point of beginning also known as Parcel # 05111 01-037.00 also known as 20048 Pinaville Road Long Beach, Mississippi LESS AND EXCEPT the portion of said property located in the right-of-way Pinaville Road, over the South 25 feet thereof more or less, and located in the right-of-way Daugherty Road over the West 20 feet, more or less, INCLUDING all improvements and appurtenances

Landlord makes available for lease a portion of the Building designed as 20048 Pinaville Road, Suite E & C, Long Beach, Mississippi 39660 (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, a corporation, and Tenant desires to lease the Leased Premises from Landlord for the term, on the related and upon the conditions, covenants, and provisions herein set forth.

WHEREFORE, in consideration of the mutual promises herein contained and other good and valuable considerations, it is agreed:

1. Term. A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an initial term beginning 6/15/23 and ending 6/15/25. Landlord shall use its best efforts to give Tenant possession as early as possible at the beginning of the term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

2. Rent. A. Tenant shall pay to Landlord during the initial term rent of \$4600.00 per year, payable in installments of \$383.33 per month. Each installment payment shall be due in advance on the 1st day of each calendar month during the lease term to Landlord at 20048 Pinaville Road, Long Beach, Mississippi 39660 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any calendar month included in the lease term shall be prorated on a daily basis. Tenant shall also pay to Landlord a "Security Deposit" in the amount of \$3833.33.

3. Use. Tenant shall use and occupy the Leased Premises for the commercial purpose of a business. The Leased Premises shall be used for no other purpose, notwithstanding the foregoing. Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling a pyrotechnic, inflammable or other potentially dangerous substance, chemical, drug or device.

4. Sublease and Assignment. Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. Repairs. During the Lease term, Tenant shall make, at its own expense, all necessary repairs to the Leased Premises. Repairs shall include such items as repair of floors, walls, ceilings, plumbing, or conditioning, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties or otherwise set forth in this Lease.

6. Alterations and Improvements. Tenant, at its own expense, shall have the right following Landlord's consent, to remove, relocate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property and shall be removed by Tenant. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. Prorated Taxes. Landlord shall pay prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

8. Insurance. A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damage is under repair, and Tenant shall be responsible for the cost of repair not covered by insurance. B. Tenant shall maintain fire and economic coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises. C. Tenant and Landlord shall each at its own expense maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the terms, coverages, amounts, deductibles, co-payments and limits upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury (property damage or combination thereof). Landlord shall be added as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with Current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least 15 days prior to such expiration. Landlord shall not be required to maintain insurance against theft within the Leased Premises or the Building.

9. Utilities. Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not reasonably metered, Landlord shall pay the metered fee and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use

any equipment or vehicle that utilizes excessive shockwave energy or which may, in Landlord's reasonable opinion, constitute the source of vibrations with electrical shocks to other tenants.

10. Signs. Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, or locations so noted by Tenant, any signs which are permitted by applicable zoning ordinance and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, obtrusive, unsightly or otherwise inconsistent with or inappropriate to the Leased Premises or area or any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or other third parties and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. Entry. Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. Building Rules. Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

13. Damage and Destruction. Subject to Section 6.A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to send by notice to Landlord to terminate this lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delay resulting from either governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are unusable or unfit for occupancy or use, in whole or in part, for Tenant's purposes. Rent and all other charges held in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph shall not apply to the matters enumerated, but shall apply to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, unusable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

14. Default. If default shall or may be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall remain in effect for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction, Landlord may terminate this Lease and may proceed to re-let the same. Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may enter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, error in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

15. Quiet Possession. Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will hold and maintain Tenant in quiet, peaceful and undisturbed possession of the Leased Premises during the term of the Lease.

MINUTES OF JULY 27, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

**17. Contingencies.**  
If any legally constituted authority condemns the Building or such part thereof which shall make the leased Premises unusable for leasing, the lease shall terminate when the public authority takes possession, and Landlord and Tenant shall account for rental to date of date. Term termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any right in a future award made to the other by the condemning authority.

**18. Subordination.**  
Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, as upon the Building and to any mortgage, deed of trust or other lien hereafter arising thereon. Tenant agrees that as to such mortgage, deed of trust or other lien the right at any time to subordinate such mortgage, deed of trust or other lien to the Lease is subject to and subject to such conditions as such mortgage, deed of trust or other lien in its description. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease as may be required by any lender here or hereafter as may be required to be executed by Tenant promptly as requested. Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact, to execute and file with the lender's name, place and street if being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in convenient form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the date to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if there is alleged a default stating the nature of such alleged default and further stating such other matters as Landlord may reasonably require).

**19. Security Deposit.**  
The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease. It being so stated, Landlord and Tenant agree that the Security Deposit shall not be considered an advance payment of rent or a receipt of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrears of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord makes a loan to the Premises during the term of this Lease, Landlord may apply the Security Deposit to the repayment of such loan and shall have no further liability for the return of such Security Deposit.

**20. Escrow.**  
Tenant represents that Tenant was not shown to the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which would form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

**21. Waiver.**  
No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on or within of such default if such default persists or is repeated, and no express waiver shall effect any default other than the default specified in the express waiver and that only for the time and to the extent of such waiver. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

**22. Memorandum of Lease.**  
The parties hereby acknowledge that this Lease should not and shall not be filed for record, but if for any reason, as the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the express and implied provisions of this Lease.

**23. Headings.**  
The headings used in this Lease are for convenience of use of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

**24. Successors.**  
The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

**25. Consent.**  
Landlord shall not unreasonably withhold or delay its consent with respect to any matter in which Landlord's consent is required or desirable under this Lease.




**26. Performance.**  
If there is a default with respect to any of the covenants, warranties or representations in this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord, Landlord may, in its option and without affecting any other remedy hereunder, cause such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder and Tenant shall have no right of set-off or counterclaim, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving a full and complete settlement, Tenant shall pay the unamortized balance, plus accrued interest to Tenant on demand.

**27. Compliance with Law.**  
Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

**28. Final Agreement.**  
This Agreement terminates and incorporates all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

**29. Governing Law.**  
This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Mississippi.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

 6/22/23  
 (Landlord) Signature Block Date  
 6/22/23  
 (Tenant) Signature Block Date  
 6/22/23  
 (Witness) Signature Block Date

Applicant withdrew application. No action was taken.

\*\*\*\*\*

It came for discussion under New Business a Tree Removal for the property located at 644 East Railroad Street, Tax Parcel 0611P-03-011.000, submitted by Lynn Sarbather, as follows:

MINUTES OF JULY 27, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

APPLICATION FOR TREE PERMIT

OFFICE USE ONLY  
Date Received 7-17-23  
Zoning C-2  
Agenda Date 7-27-23  
Check Number 1547

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

SB 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.

SB 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 crown.

SB 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: 7-17-23

PROPERTY INFORMATION

TAX PARCEL # 0611P-03-011.000

Address of Property Involved: 644 E Railroad St., Long Beach

Property owner name: Lynn Sarbather

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: 16178 Hanson Dr., Gulfport, Ms

Phone No. (228) 346-8883

CONTRACTOR OR APPLICANT INFORMATION

Company Name: Southern Tree and Turf, LLC

Phone No. 228-760-5296 Fax: \_\_\_\_\_

Name Sarah Blake

Address 139 Central Ave., Long Beach

PERMIT INFORMATION

Permit for: Removal  Trimming \_\_\_\_\_ Pruning \_\_\_\_\_

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

Tree is growing / leaning over school. (use separate sheet if needed)

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

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

Sarah Blake 7-17-23  
Signature Date

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

SB 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.

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

SB OWNERSHIP: Please provide a recorded warranty deed.

SB 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.

SB 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.

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

MINUTES OF JULY 27, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

My Map



0 100 200  
Feet

Tree reserved

**HARRISON COUNTY, MISSISSIPPI**

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

P. DATE: July 17, 2023





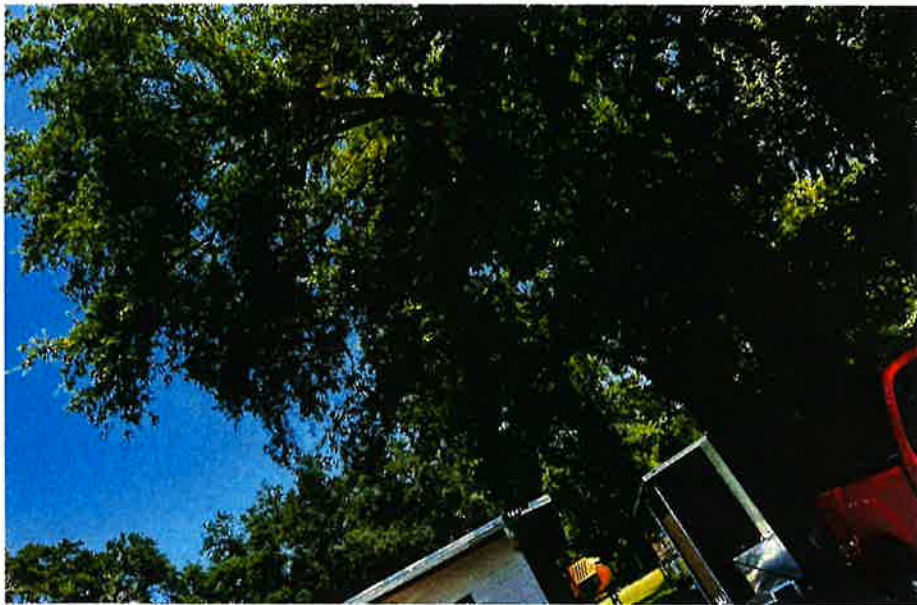
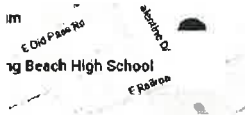
**MINUTES OF JULY 27, 2023**  
**REGULAR MEETING**  
**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Google Maps 644 E Railroad St

60''



Image capture: Apr 2023 © 2023 Google



MINUTES OF JULY 27, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION  
UNOFFICIAL



Prepared by & Return:  
Schwartz, Orgler & Jordan, PLLC  
12286 Highway 49  
Gulfport, Ms. 39503  
228-230-2599  
FSA# 028430

INDEX AS:  
100' E & W X 445' N & S  
City of Long Beach, Block 7  
1<sup>st</sup> J/D Harrison County, MS.

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT

**AUTHORITY TO CANCEL DEED OF TRUST**

TO THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI:

You are hereby authorized and requested to enter full satisfaction of and cancel of record that certain Deed of Trust as follows:

Land Deed of Trust between Chisholm Properties, LLC and Marlon Boyd-Bowman, Beneficiary, dated June 2<sup>nd</sup>, 2005, and filed for record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi on June 8, 2005, recorded as Instrument Number 2005 10939 T-1, securing an indebtedness in the amount of \$175,000.00 thereon.

IN WITNESS WHEREOF, Marlon Boyd-Bowman, has executed this instrument this the 6<sup>th</sup> day of August, 2018.

*Marlon Boyd-Bowman*  
Marlon Boyd-Bowman

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named, Marlon Boyd-Bowman, who acknowledges to me that she signed, executed and delivered the above and foregoing instrument as her voluntary act and deed on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 6<sup>th</sup> day of August, 2018.

*Shirley R. Angle*  
NOTARY PUBLIC

My Commission Expires:  
4-21-2022



UNOFFICIAL

2018 Landroll Information  
CHISHOLM PROPERTIES LLC  
644 E RAILROAD ST LONG BEACH, MS 39560

Physical Street Address:  
644E RAILROAD ST

Parcel #	PPIN	Tax District	Homestead Exp.	Judicial Dist.
0611F43 011 000	40379	3L		1

Supervisor District: 3      Subdivision: HAYS & ELZEY SUBD

Exemption Code: Non-Exempt

Section	Township	Range
12	08	12

Instrument Number(s)  
2005-0018029-D-1, 1601/0222, 1334/0218, 1190/0362, 1012/0013

Acres	Land Value	Improvements	Total Value	Assessed Value
0	33638	55228	88867	13330

Legal Description  
86.0 301.3 FT W OF INTER OF W MAR OF MCCALUGHAN AVE & N MAR OF RAILROAD ST N 440 FT W 100 FT S 445 FT TO RDE ALONG RD 100 FT TO POB PART OF WIDOW LADNER CLAIM PART OF SE 1/4 OF SE 1/4 OF SEC 12-8-12 BEING PART OF LOTS 12 TO 17 BLK 2 & LOT 1 BLK 3 & ALL OF LOTS 2 & 3 BLK 3 HAYS & ELZEY SUBD NOW VACATED AS PER DEED BK 252/286

There are 3 building description records attached to this parcel.

Building	Year Built	Base Square Feet	Second Floor Area
Building 1 (Primary)	1954	2937	0
Building 2	0	312	0
Building 3	0	120	0

[Click Here To Print](#) | [Close Window](#)

SCHWARTZ, ORGLER & JORDAN, PLLC  
ATTORNEYS AT LAW  
15457 Oak Lane Drive, Suite 3001  
Gulfport, MS 39503  
(228) 812-8150  
(228) 837-8318 (fax)

Chisholm Properties, LLC  
644 E Railroad Street  
Long Beach, MS, 39560

Re: Chisholm Properties, LLC Purchase From  
Marlon Boyd-Bowman  
644 E Railroad Street, Long Beach, MS, 39560  
Harrison County, MS.  
Doc File #050530

Dear Sirs:  
Enclosed herewith is the original recorded Deed of Trust recorded as Instrument Number 2005 10939 T-1 in the office of the Chancery Clerk of the First Judicial District of Harrison County Mississippi.  
If you should have any questions, please do not hesitate to call.

Sincerely yours,  
*M. Orgler*  
M. Orgler

MLOppjn  
enclosures

UNOFFICIAL

**MINUTES OF JULY 27, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION  
MEMORANDUM**

Date: July 20, 2023

To: City of Long Beach Planning Commission

From: Long Beach Tree Board

Re: Tree Removal 644 East Railroad Street

The tree board has inspected the tree and approve the removal as requested by the applicant.

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

\*\*\*\*\*

Commissioner Jennifer Glenn recused herself at this time.

\*\*\*\*\*

It came for discussion under New Business, a Certificate of Resubdivision for the properties located at 136 and 138 Markham Drive, Tax Parcels 0512J-01-010.000 and 0512J-01-009.000, submitted by Johnnie Page, PX3 LLC, as follows:

MINUTES OF JULY 27, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

Office use only  
Date Received 7-6-23  
Zoning R-1  
Agenda Date 7-27-23  
Check Number 1558

APPLICATION FOR CERTIFICATE OF RESUBDIVISION

I. TYPE OF CASE: CERTIFICATE OF RESUBDIVISION

II. ADVALOREM TAX PARCEL NUMBER(S): # 05125-01-010.000 + # 05125-01-009.000

III. GENERAL LOCATION OF PROPERTY INVOLVED: Markham Drive, Long Beach, MS, 39560

IV. ADDRESS OF PROPERTY INVOLVED: 136 + 138 Markham Drive, Long Beach, MS, 39560

V. GENERAL DESCRIPTION OF REQUEST: Resubdivision of 136 is 125ft wide + 138 is 50ft wide turn  
Into (2) 87.5 ft lots

VI. REQUIRED ATTACHMENTS:

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

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

VII. OWNERSHIP AND CERTIFICATION:

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

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

Johnnie Page R3CC  
Name of Rightful Owner (PRINT)

19450 LA Hwy 16  
Owner's Mailing Address

Port Vincent, LA, 70726  
City State Zip

225-317-2383  
Phone

[Signature] 7-6-23  
Signature of Rightful Owner Date

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

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

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

\_\_\_\_\_  
Phone

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

**MINUTES OF JULY 27, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Prepared by & return to:  
Schwartz, Orgler & Jordan, PLLC  
12206 Highway 49  
Gulfport, MS. 39503  
228-832-8550  
Our File: 221165

Indexing: Lots 1,2 & B2 Thomas S/D  
of Lots 33-35, White & Calvert Blk 5

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

**WARRANTY DEED**

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

**Sunshine Builders LLC  
A Mississippi Limited Liability Company  
18028 Allen Rd.  
Long Beach, MS 39560  
(228) 222-1500**

does hereby sell, convey and warrant unto

**PX3 INVESTMENTS, LLC  
A Louisiana Limited Liability Company  
19450 Highway 16  
Livingston, LA 70754  
(228) 806-5048**

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

**SEE ATTACHED EXHIBIT "A"**

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way  
and easements applicable to subject property, and subject to any and all prior recorded reservations,

conveyances and leases of oil, gas and minerals by previous owners.

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

IN WITNESS WHEREOF, Sunshine Builders LLC has caused this conveyance to be  
executed by its duly authorized officer, having first been duly authorized to do so, on this the 3rd  
day of June, 2022.

Sunshine Builders LLC

BY: Mai T. Nguyen  
Mai T. Nguyen, Sole Member

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned  
authority in and for the jurisdiction aforesaid, Mai T. Nguyen, who acknowledge that she is the Sole  
Member of Sunshine Builders LLC, and as its act and deed, signed, sealed and delivered the above  
and foregoing instrument of writing on the day and in the year therein mentioned after having been  
first duly authorized to do so.

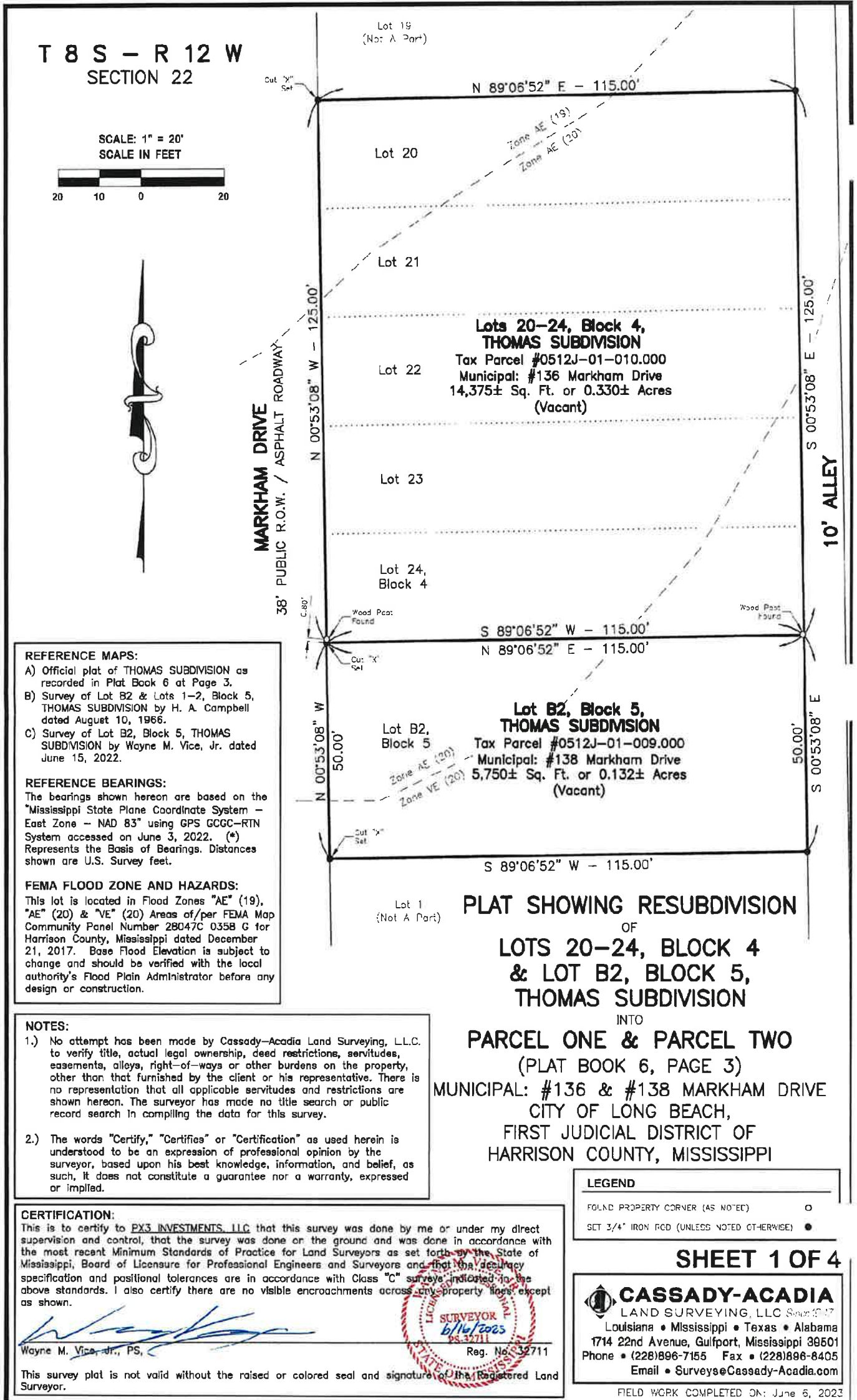
GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 3rd day of June,  
2022.

Ashley Zimmerman  
NOTARY PUBLIC

My Commission Expires:

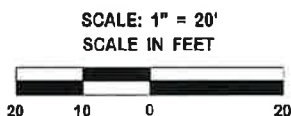


**MINUTES OF JULY 27, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

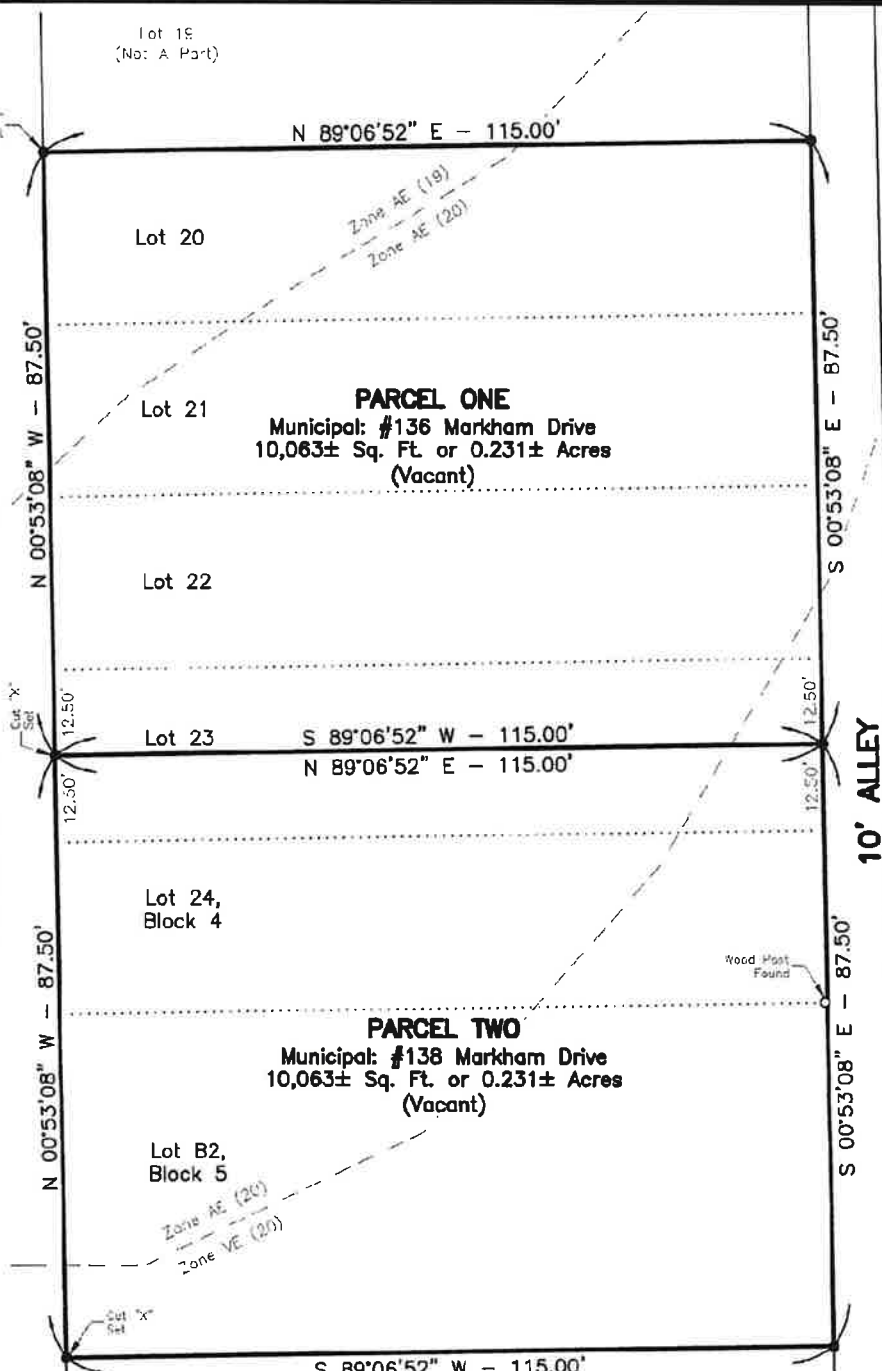


**MINUTES OF JULY 27, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**T 8 S - R 12 W  
SECTION 22**



**MARKHAM DRIVE**  
38' PUBLIC R.O.W. / ASPHALT ROADWAY



**PARCEL ONE**  
Municipal: #136 Markham Drive  
10,063± Sq. Ft. or 0.231± Acres  
(Vacant)

**PARCEL TWO**  
Municipal: #138 Markham Drive  
10,063± Sq. Ft. or 0.231± Acres  
(Vacant)

- REFERENCE MAPS:**
- Official plat of THOMAS SUBDIVISION as recorded in Plat Book 6 at Page 3.
  - Survey of Lot B2 & Lots 1-2, Block 5, THOMAS SUBDIVISION by H. A. Campbell dated August 10, 1966.
  - Survey of Lot B2, Block 5, THOMAS SUBDIVISION by Wayne M. Vice, Jr. dated June 15, 2022.

**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 June 3, 2022. (\*) 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" (19), "AE" (20) & "VE" (20) Areas of/per FEMA Map Community Panel Number 28047C 0358 G 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:**
- 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.
  - 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 PX3 INVESTMENTS, LLC 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 "D" 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., P.S.  
Reg. No. 32711

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



**PLAT SHOWING RESUBDIVISION  
OF  
LOTS 20-24, BLOCK 4  
& LOT B2, BLOCK 5,  
THOMAS SUBDIVISION  
INTO  
PARCEL ONE & PARCEL TWO  
(PLAT BOOK 6, PAGE 3)  
MUNICIPAL: #136 & #138 MARKHAM DRIVE  
CITY OF LONG BEACH,  
FIRST JUDICIAL DISTRICT OF  
HARRISON COUNTY, MISSISSIPPI**

**LEGEND**

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

**SHEET 2 OF 4**

**CASSADY-ACADIA**  
LAND SURVEYING, LLC 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

FIELD WORK COMPLETED ON: June 6, 2023

MINUTES OF JULY 27, 2023  
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 0512J-01-009.000 and 0512J-01-010.000 into two new parcels. The subject properties are generally described as being located adjacent to Markham Drive.

**LEGAL DESCRIPTION OF LANDS PRIOR TO THIS RESUBDIVISION:**  
**PARCEL NO. 0512J-01-009.000**  
 Lot B2, Block 5, THOMAS SUBDIVISION (Plat Book 6, Page 3), City of Long Beach, First Judicial District of Harrison County, Mississippi.

**PARCEL NO. 0512J-01-010.000**  
 Lots 20-24, Block 4, THOMAS SUBDIVISION (Plat Book 6, Page 3), City of Long Beach, First Judicial District of Harrison County, Mississippi.

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

**LEGAL DESCRIPTION OF PARCEL ONE:**  
 Lots 20-22 and the North 1/2 of Lot 23, Block 4, THOMAS SUBDIVISION (Plat Book 6, Page 3), City of Long Beach, First Judicial District of Harrison County, Mississippi.

**LEGAL DESCRIPTION OF PARCEL TWO:**  
 The south 1/2 of Lot 23 and all of Lot 24, Block 4, and Lot B2, Block 5, THOMAS SUBDIVISION (Plat Book 6, Page 3), City of Long Beach, First Judicial District of Harrison County, Mississippi.

**PLAT SHOWING RESUBDIVISION**  
**OF**  
**LOTS 20-24, BLOCK 4**  
**& LOT B2, BLOCK 5,**  
**THOMAS SUBDIVISION**  
**INTO**  
**PARCEL ONE & PARCEL TWO**  
**(PLAT BOOK 6, PAGE 3)**  
**MUNICIPAL: #136 & #138 MARKHAM DRIVE**  
**CITY OF LONG BEACH,**  
**FIRST JUDICIAL DISTRICT OF**  
**HARRISON COUNTY, MISSISSIPPI**

**SHEET 3 OF 4**



**CASSADY-ACADIA**  
 LAND SURVEYING, LLC Since 1947  
 Louisiana • Mississippi • Texas  
 1714 22nd Avenue, Gulfport, Mississippi 39501  
 Phone • (228)866-7155 Fax • (228)866-8406  
 Email • [Surveys@Cassady-Acadia.com](mailto:Surveys@Cassady-Acadia.com)

FIELD WORK COMPLETED ON June 8, 2023  
 CALS FILE: 23-C2-281.3v  
 BOOK 72, PG. 22



**MINUTES OF JULY 27, 2023  
REGULAR MEETING**

**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**CERTIFICATE OF APPROVAL:**

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

Administrator \_\_\_\_\_ Date: \_\_\_\_\_

**PLANNING COMMISSION:**

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

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

**APPROVAL:**

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

ATTEST:

ADOPT:

City Clerk \_\_\_\_\_ Mayor \_\_\_\_\_

Prepared by: \_\_\_\_\_  
City of Long Beach  
Planning Commission  
201 Jeff Davis Avenue  
Long Beach, MS 39560  
228-863-1554

**CERTIFICATE OF OWNERSHIP:**

I hereby certify that, Johanna Page 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.

\_\_\_\_\_  
Johanna Page, Owner  
PX3 Investments, LLC

6-30-23

Subscribed and sworn to before me, in my presence on \_\_\_\_\_ day of \_\_\_\_\_, 2023, a Notary Public in and for the County of \_\_\_\_\_ State of \_\_\_\_\_



\_\_\_\_\_  
Amy N. Brady  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**CERTIFICATE OF SURVEY AND ACCURACY:**

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

\_\_\_\_\_  
Wayne M. Vice, PS  
Registration No. 32711



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

\_\_\_\_\_  
Notary Public  
Expires \_\_\_\_\_ 2024



**PLAT SHOWING RESUBDIVISION**

OF  
**LOTS 20-24, BLOCK 4  
& LOT B2, BLOCK 5,  
THOMAS SUBDIVISION**

INTO  
**PARCEL ONE & PARCEL TWO**  
(PLAT BOOK 6, PAGE 3)

**MUNICIPAL: #136 & #138 MARKHAM DRIVE  
CITY OF LONG BEACH,  
FIRST JUDICIAL DISTRICT OF  
HARRISON COUNTY, MISSISSIPPI**

**SHEET 4 OF 4**

**CASSADY-ACADIA**  
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1714 22nd Avenue, Gulfport, Mississippi 39501  
Phone • (228)896-7155 Fax • (228)896-8405  
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FIELD WORK COMPLETED ON: June 6, 2023

**MINUTES OF JULY 27, 2023  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION  
Tina Dahl**

---

**From:** Joe Culpepper <joe.culpepper@h2oinnovation.com>  
**Sent:** Monday, July 10, 2023 8:09 AM  
**To:** Tina Dahl; 'David Ball'; 'Tyler Yarbrough'  
**Cc:** sbowes@cityoflongbeachms.com; jan@cityoflongbeachms.com  
**Subject:** RE: Certificate of Resubdivision, 136 & 138 Markham Drive

I do not believe that a special tap will be needed for this resubdivision at this time.

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



Trusted Utility Partners

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

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



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

July 10, 2023

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

**RE: Certificate of Subdivision – Tax Parcel No. 0512J-01-009.000 & 0512J-01-010.000**

Ladies and Gentlemen:

We have received a Certificate of Subdivision for the referenced property, which can be described as a parcel of land situated and being located in a part of Lot 20, 21, 22, 23, 24, Block 4, and Lot B2, Block 5, Thomas Subdivision, located in First Judicial District of Harrison County, Mississippi, in Plat Book 6, Page 3. This subdivision consists of a simple realignment of property lines, with no new parcels being created. Proposed Parcel "One" will be nearly 0.231 acres in size, with approx. 87.50 feet of street frontage on Markham Drive. Proposed Parcel "Two" will be nearly 0.231 acres in size, with approx. 87.50 feet of street frontage.

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 JULY 27, 2023**

**REGULAR MEETING**

**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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

\*\*\*\*\*

Commissioner Jennifer Glenn returned at this time.

\*\*\*\*\*

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

APPROVED:

\_\_\_\_\_

Chairman Frank Olaivar

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

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

Tina M. Dahl, Minutes Clerk