

**MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**AGENDA
MAY 25, 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

IV. ANNOUNCEMENTS

V. APPROVE MINUTES

- 1. May 11, 2023

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

- 1. Tree Removal- 105 Kuyrkendall Place, Tax Parcel 0611L-02-040.000, Submitted by Gerald and Janet Sweeting.
- 2. Tree Removal- 104 Sea Oaks Blvd, Tax Parcel 0512I-01-012.017, Submitted by Victoria Gardner and Timothy Hallwood.
- 3. Tree Removal- 216 Kuyrkendall Place, Tax Parcel 0611L-02-104.000, Submitted by Aubrey Kent and Denise Ladner.
- 4. Short-Term Rental- 74 Oak Alley Lane, Tax Parcel 0512J-03-066.074, Submitted by Simon Kizito (property owner) and Christine Squires (property manager).
- 5. Short-Term Rental- 125 Trautman Avenue, Tax Parcel 0612F-01-090.000, Submitted by Norman Cunningham (owner and property manager).
- 6. Short-Term Rental- 18024 Bert Street, Unit C, Tax Parcel 0611I-05-019.000, Submitted by Richard Mueller, Jr (owner) and Malorie Johnson (property manager).
- 7. Short-Term Rental- 820 West Beach Blvd, Unit 5, Tax Parcel 0512I-01-050.005, Submitted by Charles and Gay Worley, Summerland Beach House (owner) and Delania Waddell (property manager).
- 8. Short-Term Rental- 101 South Cleveland Avenue, Tax Parcel 0612B-02-002.000, Submitted by Karen Blanchard (owner and property manager).
- 9. Short-Term Rental- 55 Oak Alley Lane, Tax Parcel 0512J-03-066.055, Submitted by Oaks of Long Beach II, LLC (owner) and Eric Lefort (property manager).

VIII. DEVELOPMENT & RESEARCH

IX. ADJOURN

*****NOTES*****

**All decisions made at this meeting are subject to a ten (10) day appeal for a Public Hearing and/or the Mayor and Board of Aldermen approval on June 6, 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 MAY 25, 2023
REGULAR MEETING**

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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 25th day of May 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, Commissioners Justin Shaw, Chris Fields, and Jennifer Glenn, Building Inspector Ryan Ladner and Minutes Clerk Tina M. Dahl.

Absent the regular meeting were Commissioners Sawyer Walters, William Suthoff, Michael Levens, and Marcia Kruse, City Advisor Bill Hessell and Building Official Mike Gundlach.

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

Commissioner Shaw made motion, seconded by Vice Chairman Barlow and unanimously carried to approve the Regular Meeting minutes of May 11, 2023, as submitted.

It came for discussion under New Business a Tree Removal for property located at 105 Kuyrkendall Place, Tax Parcel 0611L-02-040.000, submitted by Gerald and Janet Sweeting, as follows:

MINUTES OF MAY 25, 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 5-4-23
Zoning R-1
Agenda Date 5-25-23
Check Number 16029

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

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.

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.

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: May 9, 2023

PROPERTY INFORMATION

TAX PARCEL # Lot 29 Royal Estates 5/2 unit, 1st SD
Harrison County
Address of Property Involved: 105 Kaykendall Place
Property owner name: Gerald Janet Sweeting
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: 105 Kaykendall Place
Long Beach, MS
Phone No. (901) 297-1434

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

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.

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

OWNERSHIP: Please provide a recorded warranty deed.

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

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

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

CONTRACTOR OR APPLICANT INFORMATION

Company Name: Southern Tree & Turf
Phone No. 228-760-5296 Fax: _____
Name: Patrick Blake
SARAH BLAKE
Address: 139 Central Ave, Long Beach, MS 39560

PERMIT INFORMATION

Permit for: Removal Trimming _____ Pruning _____

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

Magnolia tree in front yard diseased, top heavy
South side limbs removed from kitchen damage
crotch has bark-in-bark - will split in hurricane
South side trunk has rot setting at stumps

Number of Trees:

____ Live Oak 1 Southern Magnolia

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

G Sweeting 5-4-23
Signature Date

MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

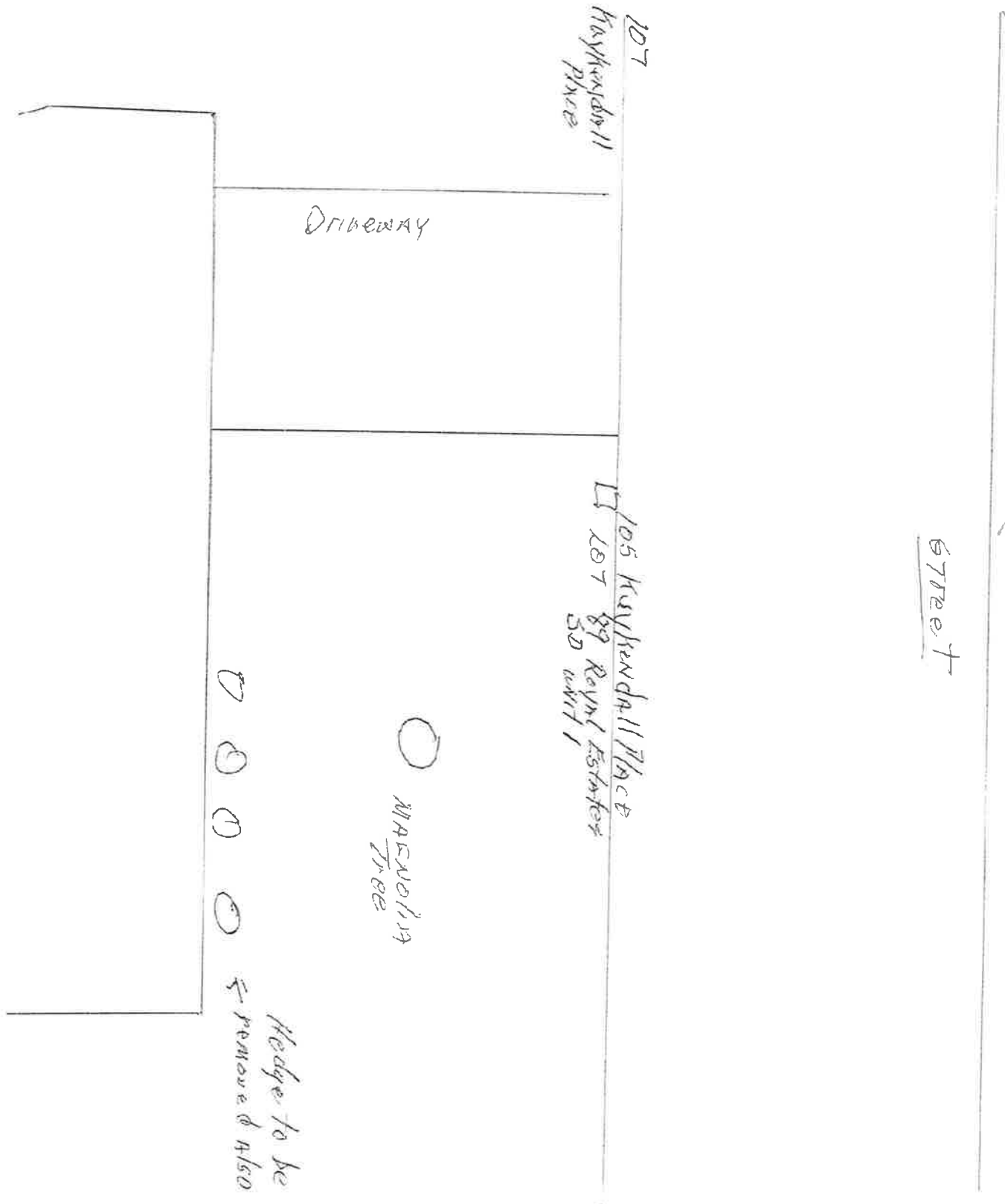


SOUTHERN
TREE AND TURF
MAKING LIFE GREENER

Patrick Blake
Owner

228-760-5296
139 Central Ave.
Long Beach, MS 39560
southernstreeturf@gmail.com

For appointments and scheduling, call Sarah Blake at 228-760-5296.



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LONG BEACH PLANNING and DEVELOPMENT COMMISSION

SCANNED



1st JUDICIAL DISTRICT
Instrument 2022-0012722-D-11
Filed/Recorded 05/25/2022 2:04:33 PM
Total Fee 26.90
2 Pages Recorded

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

Grantors:
John E. Cleveland
Jennefer Cleveland
4335 US Hwy 90W
Roberts, GA 31078
(228) 363-3434

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

Grantees:
Gerald A. Sweeting
Janet T. Sweeting
105 Kirkendall Place
Long Beach, MS 39560
(901) 297-1434

File No. F220140N

INDEXING INSTRUCTIONS: Lot 89, Royal Estates S/D, Unit 1, 1st JD, Harrison County, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, we, John E. Cleveland and Jennefer Cleveland, do hereby sell, convey and warrant unto Gerald A. Sweeting and Janet T. Sweeting, 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 thereunto belonging, and being more particularly described as follows, to-wit:

Lot 89, Royal Estates Subdivision, Unit 1, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi, in Plat Book 30, at Page 6.

This being the same property as that conveyed in John F. Cleveland and Jennefer Cleveland, by instrument recorded in Instrument No. 2015-2129-D-11 Land Deed Records in the first Judicial District of Harrison County, Mississippi.

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

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

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

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

WITNESS OUR SIGNATURES, on this the 23rd day of May, 2022

[Signature]
John E. Cleveland
[Signature]
Jennefer Cleveland

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, John E. Cleveland and Jennefer Cleveland, who acknowledged before me that they signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 23rd day of May, 2022.

(AFFIX SEAL)



[Signature]
LEAH C. WINDHAM
NOTARY PUBLIC

My commission expires _____

**MINUTES OF MAY 25, 2023
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

MEMORANDUM

Date; May 25, 2023

To; City of Long Beach Planning Commission

From; Long Beach Tree Board

Re; Tree Removal - 105 Kurykendall PL

Dear Planning Commission

As per request from Gerald & Janet Sweeting for tree removal at 105 Kurykendall PL. We, Paul Dauro, Karen Price and Victor Chapman agree to approve the removal of the tree as requested by the applicant.

1

After considerable discussion, and upon recommendation by the City Tree Board Members, Vice Chairman Barlow made motion, seconded by Commissioner Shaw and unanimously carried to approve the application as submitted.

It came for discussion under New Business a Tree Removal for the property located at 104 Sea Oaks Blvd, Tax Parcel 0512I-01-012.017, submitted by Victoria Gardner and Timothy Hallwood, submitted as follows:

MINUTES OF MAY 25, 2023
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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 5-10-23
Zoning R-1
Agenda Date 5-25-23
Check Number 3541

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

NY 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.

NY 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.

NY 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: 5-12-23

PROPERTY INFORMATION

TAX PARCEL # 05121-01-012.017

Address of Property Involved: 104 Sea Oak, Long Beach

Property owner name: Victoria Gardner / Timothy Hallwood
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: 1503 Thompson Rd, Bad Axe MI 48413
Phone No. (989) 553-0440

CONTRACTOR OR APPLICANT INFORMATION

Company Name: _____
Phone No. _____ Fax: _____
Name _____
Address _____

PERMIT INFORMATION

Permit for: Removal Trimming _____ Pruning _____

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

Please see separate sheet

Number of Trees: 10 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.

Victoria Gardner 5-12-23
Signature Date

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

NY 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 diseased/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.

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

NY OWNERSHIP: Please provide a recorded warranty deed.

NY 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.

NY 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.

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

MINUTES OF MAY 25, 2023
REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

May 12, 2023

To Whom it May Concern:

We are requesting the removal of (10) Live Oak trees. Specific request for future residential construction in approximately 2-3 years of the request. No site plan has been completed at this time.

We are requesting the removal of the trees while they are immature and more reasonable to remove. We would like to begin site preparations and follow-up with property maintenance as we plan for future construction.

While keeping the largest and most healthy tree at the north end of the property; this allowing for future unencumbered growth from the randomly growing trees. Future landscaping, (including trees) will take place on the property post construction.

The lot has been vacant and unmanaged since Hurricane Katrina, and we are hoping as the request is reviewed that will be taken into consideration. The property was purchased by us in November of 2022, and we recently uncovered 150' of post-Katrina overgrowth on the property's sidewalk and have scheduled regular lawn mowing.

We currently own a condo unit in Long Beach and reside out-of-town. However, we have a friend and Long Beach resident knowledgeable with the property and specifics of the request and would be willing to walk the property with a city representative, as well as attend a Planning Commission meeting on our behalf.

While respecting the tree ordinance, we hope the city will help guide us through the process and appreciate their time and consideration. Please feel free to contact me with any further questions.

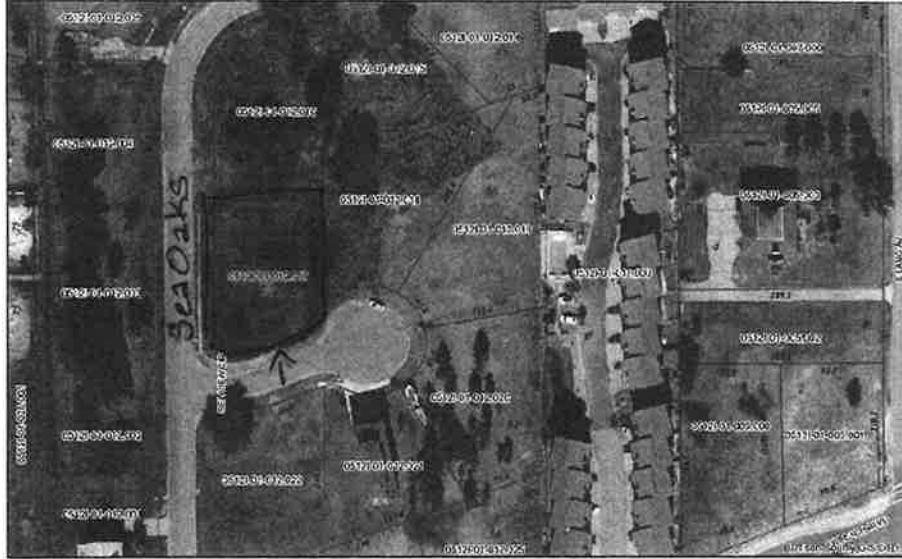
Respectfully Submitted,


Victoria Gardner

(989) 553-0440

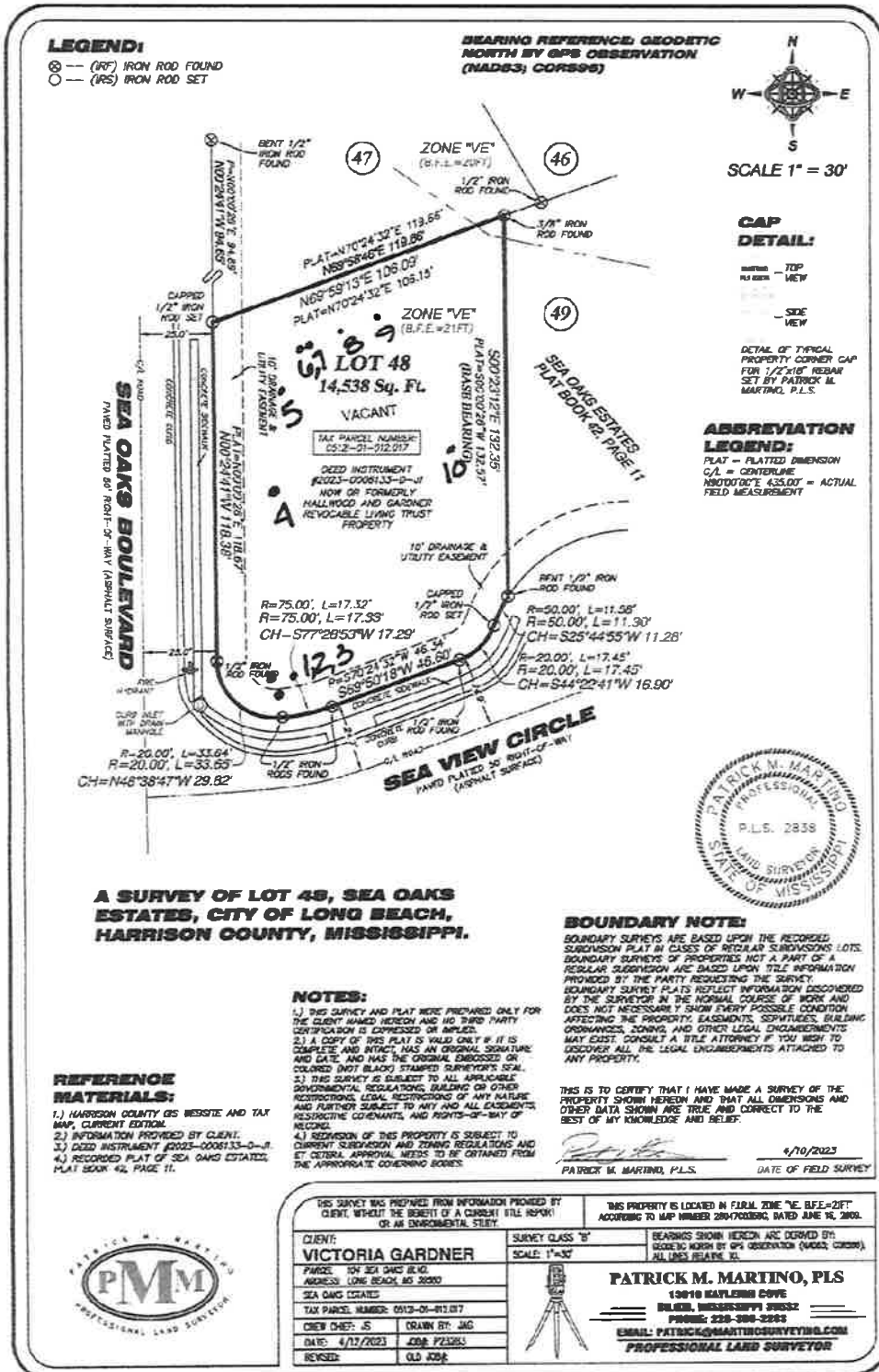
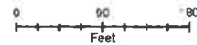
vickylynng123@gmail.com

**MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
My Map**

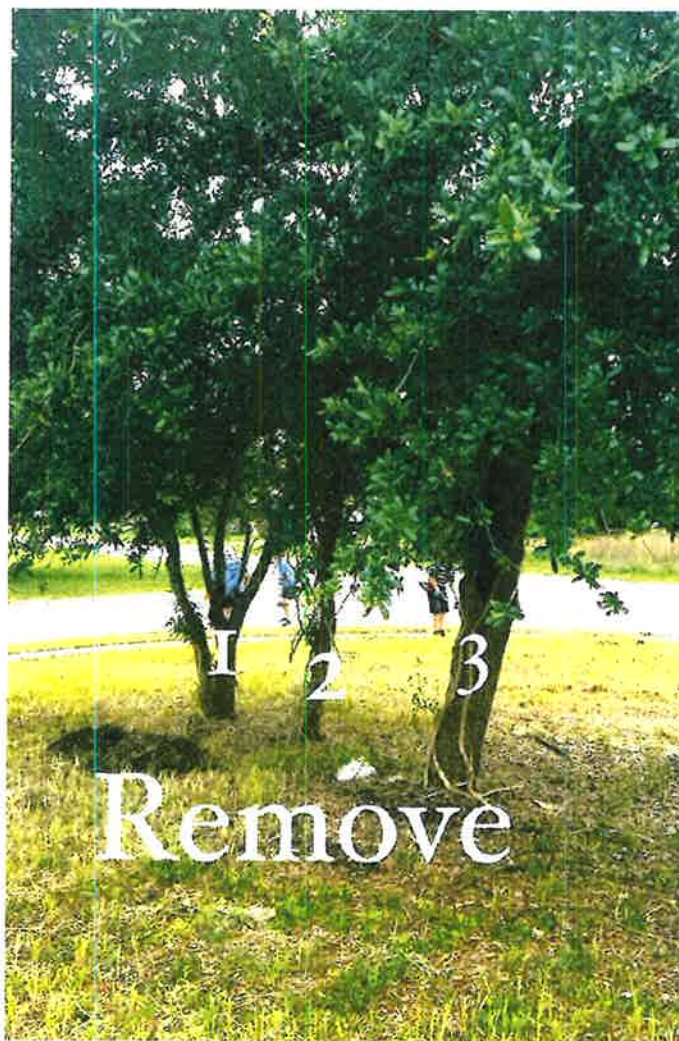


HARRISON COUNTY, MISSISSIPPI

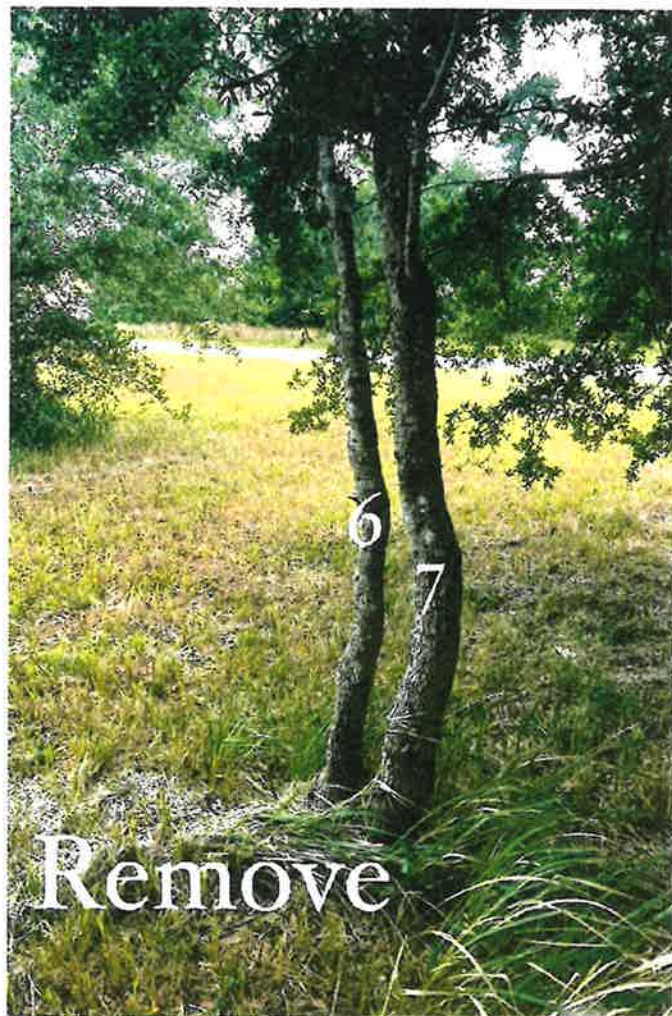
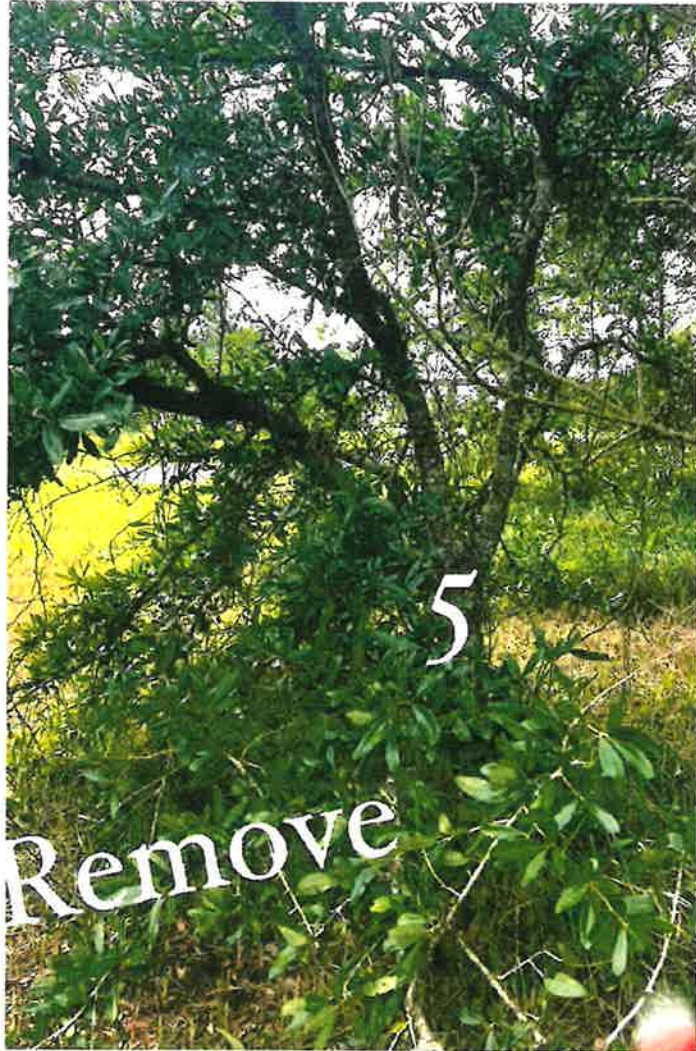
DECLARATION: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERLY OBTAINED INFORMATION REFERRED TO IN THE OFFICE OF THE PROPERTY TAX ASSESSOR AND IS NOT TO BE USED AS A TITLE OR A BASIS OF PROPERTY OR LEGAL OWNERSHIP.
DATE: March 31, 2023



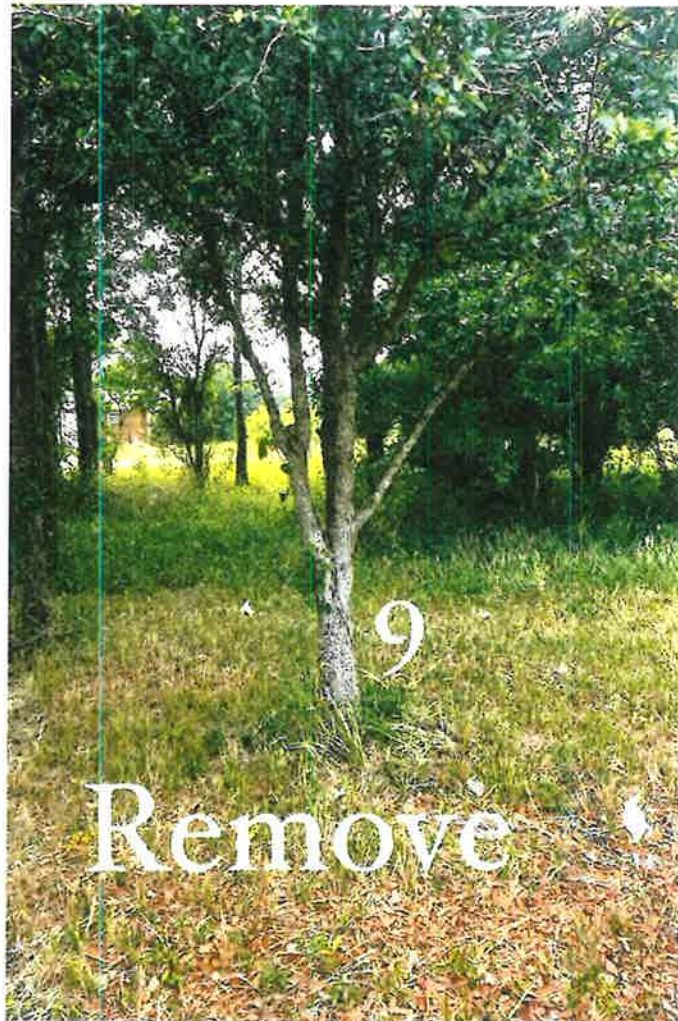
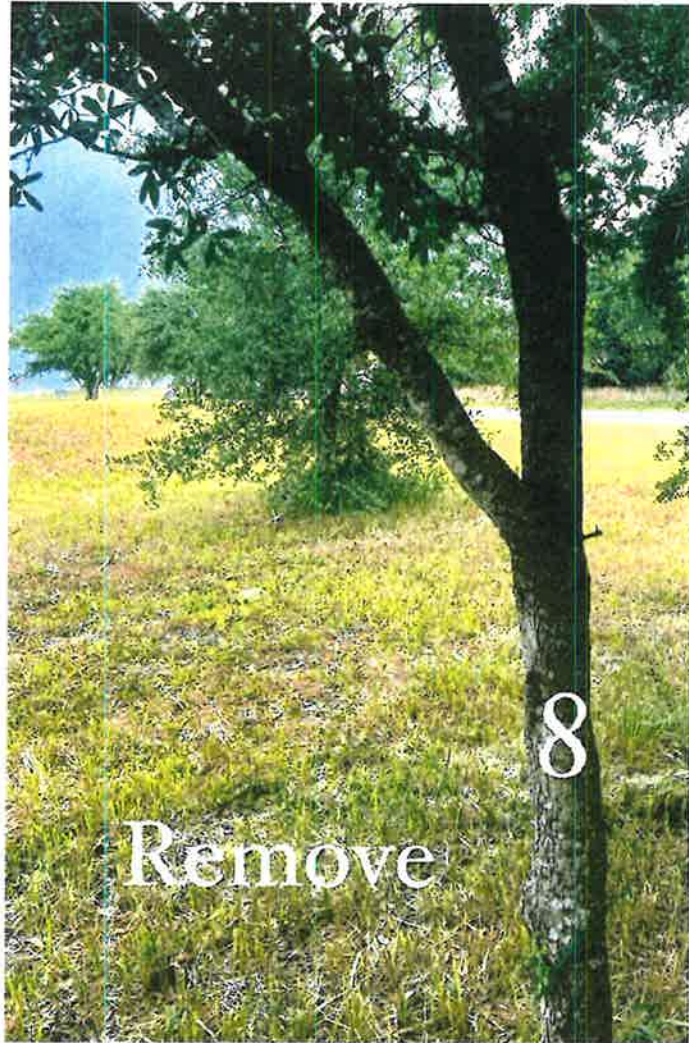
MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

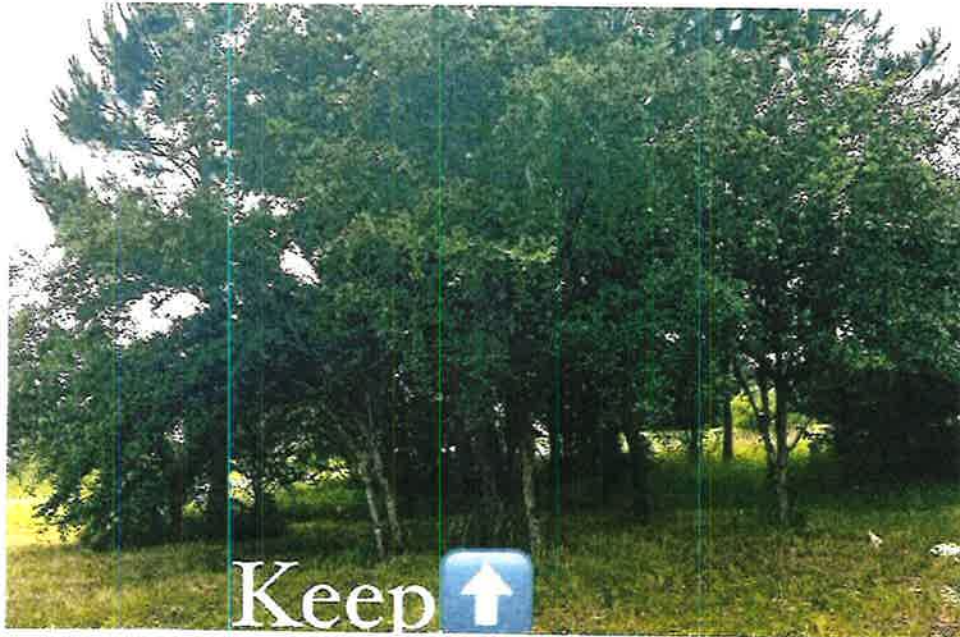


REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION



MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



MISSISSIPPI ARCHIVAL DISTRICT
SERIALS ACQUISITION
1000 W. GARRISON BLVD., SUITE 100
MEMPHIS, TN 38103
4 PAGES RECORDED

Prepared by:
Melissa Nunley Reso
Attorney at Law, MS Bar No. 101506
2318 Pass Road, Unit 3
Biloxi, MS 39531
228-207-6484

Return to:
Team TBE, LLC
2318 Pass Road, Unit 3
Biloxi, MS 39531
228-207-6484

File #: 22-2195-MS

Indexing Instructions: EXEMPT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
1st 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, we,

Gerald Trabosh, also known as Jerry Trabosh and Craig Beaver (Grantors)
29691 Bald Eagle Road
Rahoboth Beach, DE 19571
(302) 443-5869

do hereby sell, convey, bargain and warrant to

Timothy Halfwood Revocable Living Trust dated August 11, 2020 (1/2 interest) AND
Victoria Gardner Revocable Living Trust dated August 11, 2020 (1/2 interest) (Grantees)
1503 Thompson Road
Bad Axe, Michigan 48413
(959) 553-0440

the following described real property situated and located in the First Judicial District of

Page 1 of 4

Harrison County, State of Mississippi, more particularly and certainly described as:

Lot 48 ->
See 2010 record
1000000
Lot 48, Sea Oaks Estates, per plat thereof recorded in Plat Book 41, at Page 11, as file in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

Being the property obtained by Grantors under Warranty Deed filed for record on March 7, 2006, in the office of the Chancery Clerk of the First Judicial District of Harrison County as Instrument #20061953.D-31.

The conveyance herein is subject to all easements, roadways, servitudes, restrictive covenants and oil, gas and other mineral reservations, exceptions, conveyances and leases of record or obvious on reasonable inspection of the subject property.

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

The property is no part of the homestead of the Grantors herein.

The parties agree that the Ad Valorem taxes for 2022 tax year are being prorated as of this day and are assumed by the Grantees herein.

Page 2 of 4

MINUTES OF MAY 25, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

WITNESS our signatures, this the 24 day of November, 2022.

GRANTOR:

Gerald Trabosh
Gerald Trabosh, also known as Jerry Trabosh

STATE OF PA
COUNTY OF Berk

Personally appeared before me, the undersigned authority in and for the said County and State, on this 24 day of November, 2022, within my jurisdiction, the within named Gerald Trabosh, also known as Jerry Trabosh acknowledged that he executed the above foregoing instrument on the day and year herein indicated.

Notary Public [Signature]
My Commission expires: 12-16-26

Commonwealth of Pennsylvania - Notary Seal
Tyler Shephard, Notary Public
Berks County
My Commission Expires December 16, 2026
Commission Number 1411730

Page 3 of 4

GRANTOR:

Craig Beaver
Craig Beaver

STATE OF MISSISSIPPI
COUNTY OF OSBERT

Personally appeared before me, the undersigned authority in and for the said County and State, on this 10 day of November, 2022, within my jurisdiction, the within named Craig Beaver acknowledged that he executed the above foregoing instrument on the day and year herein indicated.

Notary Public [Signature]
My Commission expires: July 14, 2023

John David Walker
Notary Public
State of Missouri
My Commission Expires July 14th 2024
Commission No. 002916700004

TAX NOTICES: Grantees are responsible for the property taxes.

Page 4 of 4

MISSISSIPPI JUDICIAL DISTRICT
NOTARY PUBLIC #2022-0023419-DJ1
FILED RECORDS SECTION 11/21/2022 11:38:01 AM
TOTAL FEES \$11.00
4 PAGES RECEIVED

PREPARED BY & RETURN TO:
MS Bar #: 101508
Melissa Nunley Reso, Esq.
2318 Pass Road, Unit 3
Blond, MS 39531
Phone: (228) 207-0484
Fie #22-5195-MS

INDEXING INSTRUCTIONS:
EXEMPT
1st Judicial District, Harrison County,
Mississippi

AFFIDAVIT OF SCRIBENER'S ERROR (Miss. Code Ann. § 89-3-3(2))

Before me, the undersigned authority, on this day personally appeared Melisse Nunley Reso ("Affiant") who, being first duly sworn, upon her oath states:

- I am a licensed attorney admitted to practice in the State of Mississippi with personal knowledge of the facts and matters stated herein.
- I prepared an instrument in the chain of title to the real property more particularly described in Exhibit A attached hereto.
- The instrument identified by the following information contains one or more scrivener's errors:

Grantors	Grantees	Book/Page or Instrument No.	Date Recorded
Gerald Trabosh, also known as Jerry Trabosh and Craig Beaver	Timothy Hallwood Revocable Living Trust dated August 11, 2020 (1/2 Interest) AND Victoria Gardner Revocable Living Trust dated August 11, 2020 (1/2 Interest)	Instrument #2022-0023419-D-J1	11/21/2022

MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

4. The purpose of this Affidavit is to provide notice of the scrivener's error described in this Affidavit and to correct the typographical or other minor errors contained in the Subject Instrument

5. A brief description of each scrivener's error in the Subject Instrument that this Affidavit is designed to correct is as follows:

The Lot number should be 48 as reflected in the derivation clause contained therein

6. The correct information to be inserted or reflected in or the information to be removed from the Subject Instrument(s) is as follows:

The Warranty Deed legal description shall read:

Lot 48, Sea Oaks Estates, per plat thereof recorded in Plat Book 42, at Page 11, on file in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

7. Pursuant to Miss. Code Ann. § 89-5-8(2)(a), the Chancery Clerk is hereby requested to index this affidavit in both the general index under the names of the original parties to each Subject Instrument and in the sectional index.

8. I am aware of the penalties of perjury under Federal Law, which includes the execution of a false affidavit, pursuant to 18 U.S.C.S. § 1621 wherein it is provided that anyone found guilty shall not be fined more than \$2,000 or imprisoned not more than 5 years or both. I am also aware that filing of a false affidavit is perjury and punishable under Miss. Code Ann. § 97-9-19. Finally, I am also aware that under Miss. Code Ann. § 97-19-39, if a person with the intent to cheat or defraud another uses a false token or any other false pretense to obtain a signature of a person on a writing, or obtain money, personal property, or value, the person is guilty of a crime and will be punished by a fine of not more than three times the amount of the thing obtained and imprisonment in the penitentiary for not more than three years or in a jail for not more than one year.

[Signatures are on the next page]

Page 2 of 3

The undersigned certifies under penalty of perjury that the foregoing is true and correct.

Melissa Nunley Rosa
Melissa Nunley Rosa, Affiant

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Subscribed, sworn to (or affirmed) and acknowledged before me this 7th day of April, 2023, by Melissa Nunley Rosa, who is personally known to me, or has produced _____ as identification.

(Notary Stamp)

M. Davis
Notary Public
My Commission Expires: April 11, 2025



Page 3 of 3

EXHIBIT A

LEGAL DESCRIPTION

Lot 48, Sea Oaks Estates, per plat thereof recorded in Plat Book 42, at Page 11, on file in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

**MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

MARGINAL NOTATION FORM						
Instrument	2023-0006133-D-J1	Book	Page	JMSC		
HARRISON COUNTY, MS Clerk's Office Honorable JOHN MCADAMS						
Instrument Type	Instrument#	Book	Page	Lot/Sublot/Block	Date	Deputy Clerk
DEED BK-WARRANTY DEED	2023-0028419-D-J1		0	SEA OAKS ESTATES lot 4B	11/21/2022	Tina Mallon

MEMORANDUM

Date; May 25, 2023

To; City of Long Beach Planning Commission

From; Long Beach Tree Board

Re; Tree Removal - 104 Sea Oaks

Dear Planning Commission

As per request from Victoria Gardner/Timothy Hallwood, for tree removal at 104 Sea Oaks. We, Paul Dauro, Karen Price and Victor Chapman agree to approve the removal of the tree as requested by the applicant.

**MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

After considerable discussion, Commissioner Fields made motion, seconded by Vice Chairman Barlow and unanimously carried to deny the application due to the lack of a site plan.

It came for discussion under new business, a tree removal for property located at 216 Kuyrkendall Place, Tax Parcel 0611L-02-104.000, submitted by Aubrey Kent and Denise Ladner, as follows:

**MINUTES OF MAY 25, 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	<u>5-16-23</u>
Zoning	<u>R-1</u>
Agenda Date	<u>5-25-23</u>
Check Number	<u>189</u>

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

AKL 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.

AKL 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.

AKL 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: 5/15/23

PROPERTY INFORMATION

TAX PARCEL # 0611L-02-104.000

Address of Property Involved: 2116 Kuykendall

Property owner name: Aubrey Kent + Denise Ladner

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: 5148 Mitchell Rd, LB 39560

Phone No. 228 860-6045

CONTRACTOR OR APPLICANT INFORMATION

Company Name: —

Phone No. 228-860-6045 Fax: —

Name A. Kent Ladner

Address 5148 Mitchell Rd, LB 39560

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.:

Roots have torn up driveway + have reached the house foundation. Concerned it will soon crack + tear up foundation.

Number of Trees: 1 Live Oak removal 1 - live oak roots ground down Southern Magnolia

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

Signature [Signature] Date 5/15/23

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

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.

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

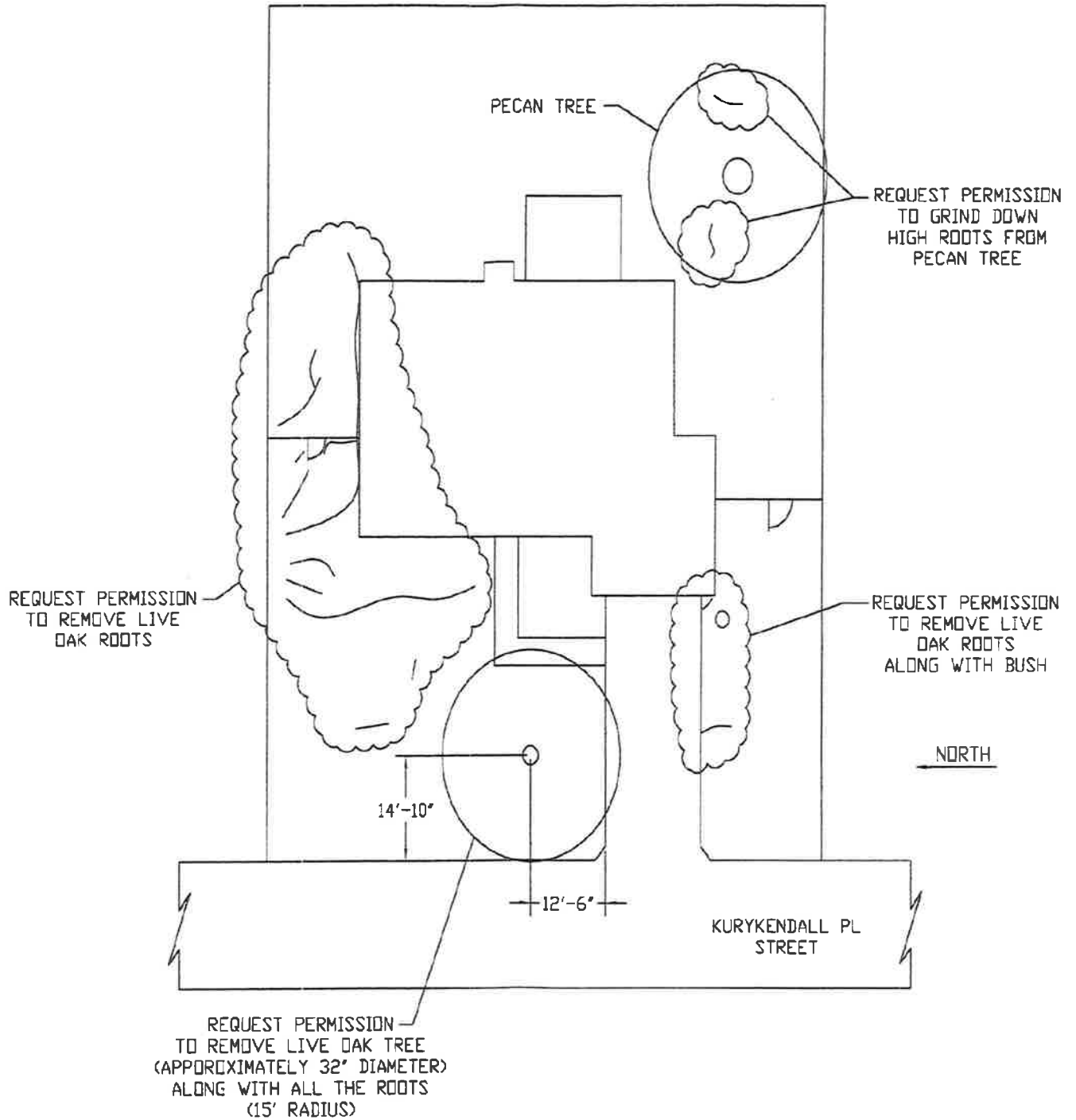
OWNERSHIP: Please provide a recorded warranty deed.

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

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

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

MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



PLAN VIEW OF 216 KURYKENDALL PL

**MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**





**MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**





**MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**





**MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Prepared by:
David M. Jensen, #3197
Attorney at Law
P. O. Box 7151
Gallatin, MS 38906
(662) 864-9161
FAX: (662) 864-9147

Printed by:
David M. Jensen
Attorney at Law
P. O. Box 7200
Gallatin, MS 38906
(662) 864-9161

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, LINDA MADDEN HAWK, formerly known as LINDA MADDEN, 217 Robinson Springs Road, Flora, MS 38971, 128-365-0177, does hereby sell, convey and warrant unto AUSTREY KENT LAWRENCE and wife, DENISE DIANE TADDER, 5148 Mitchell Road, Long Beach, MS 38960, 226-860-8045, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and premises being located in the East Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

Lot Sixty-two (62), RYAN ESTATE SUBDIVISION, Unit No. 2, a subdivision according to the official map of said lot shown on file and of record in the office of the Taxpayer Here of the First Judicial District of Harrison County, Mississippi, in Plat Book 10 at Page 8 thereof, reference to which is hereby made in said map and as a part of this description.

THE ABOVE described parcel is not now nor has it ever been a part of the homestead of the Grantor herein.

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

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

WITNESSE My SIGNATURE, on this the 23rd day of January, 2015.

Linda Madden Hawk
LINDA MADDEN HAWK
FORMERLY KNOWN AS LINDA MADDEN

STATE OF MISSISSIPPI,
COUNTY OF HARRISON

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 23rd day of January, 2015.

David M. Jensen
DAVID M. JENSEN
NOTARY PUBLIC

My Commission Expires:



**MINUTES OF MAY 25, 2023
REGULAR MEETING**

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

MEMORANDUM

Date; May 25, 2023

To; City of Long Beach Planning Commission

From; Long Beach Tree Board

Re; Tree Removal - 216 Kurykendall PL

Dear Planning Commission

As per request from Aubrey & Denise Ladner, Tree removal at 216 Kurykendall PL. We, Paul Dauro, Karer Price and Victor Chapman agree to approve the removal of the tree as requested by the applicant.

After considerable discussion and upon recommendation by the City Tree Board Members, Vice Chairman Barlow made motion, seconded by Commissioner Glenn and unanimously carried to approve removal of the 1 Live Oak Tree on the applicant's property and make no recommendation on the tree roots from the neighbor's tree that are encroaching onto the applicant's property.

It came for discussion under new business, a Short-Term Rental for the property located at 74 Oak Alley Lane, Tax Parcel 0512J-03-066.074, submitted by Simon Kizito (property owner) and Christine Squires (property manager), as follows:

**MINUTES OF MAY 25, 2023
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: 74 Oak Alley Lane, Long Beach, MS 39560 Tax Parcel # 0512J-03-066.074
 (Location of Short-Term Rental)

OWNER'S INFORMATION:
 Property Owner's Name: Simon Kizito
 Property Owner's Address: 1541 Sweetwater Lane, Raleigh, NC 27610
 Property Owner's Mailing Address, if different from above:

 _____ City State Zip
 Property Owner's Phone No: (864) 237-0982 Email Address: simonkizito@yahoo.com

Is there a homeowner's association for the neighborhood? Y If so, please provide written statement of support of short term rental^{7/23}

PROPERTY MANAGER INFORMATION:
 Property Manager's Name: Christine Squares
 Property Manager's Address: (Must be a local contact)
13397 Woody Drive Gulfport MS 39503
 _____ City State Zip
 Property Manager's Phone No: 228-265-9119 Email Address: christine.squares@msm.com

- PLEASE PROVIDE THE FOLLOWING:**
- Mississippi Sales Tax ID # 128
 - ~~Recorded Warranty Deed~~
 - Parking Rules & Plan ✓
 - Trash Management Plan ✓
 - Copy of Proposed Rental Agreement ✓
 - Proof of Liability Insurance, which includes short term rental coverage

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

AFFIDAVIT

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

Simon Kizito Simon Kizito 5/15/2023
 PRINT NAME SIGNATURE DATE

BELOW IS FOR OFFICE USE ONLY			
Maximum Occupancy:	Maximum Vehicles allowed:	Number of bedrooms:	Number of people home can accommodate:
<u>4</u>	<u>2</u>	<u>2</u>	<u>4</u>

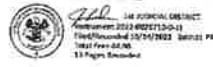
I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES, AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.

Building Official Signature: [Signature] Date: 5/25/23
 Fire Inspector Signature: _____ Date: _____

COMMENTS: _____

Date Received: <u>5-17-23</u>
Agenda Date: <u>5-25-23</u>
Amount Due/Paid: <u>250.00</u>
Payment Method: <u>Cash</u>

MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



THIS INSTRUMENT PREPARED BY/RETURN TO:
Schwartz, Ogden & Jordan, PLLC
12206 Hwy 49
Oulapine, MS 39560
(228) 853-4150
PK6211953

WARRANTY DEED
Dated
October 20, 2022

Grantor: JOHN R. BLAKLEY, An Administrator of
THE ESTATE OF RUGH R. BLAKLEY, Deceased
surviving joint tenant of BARBARA ANN BLAKLEY
supporting documentation of her death being attached hereto;
109 VANCE PLACE
LONG BEACH, MS 39560
(919) 323-9593

Grantee: SIMON KIZITO and wife, KIMBERLY KIZITO
as tenants by the entirety with full rights of survivorship and not as tenants
in common
1541 SWEETWATER LANE
RALEIGH, NC 27610
(919) 268-1177

INDEXING INSTRUCTIONS AS FOLLOWS:

Per Miss. Code Ann. 89-5-33 you are instructed to index this document in real property located as follows:

Lot 74, The Oaks of Long Beach S/D, Harrison County, 1st JD, MS

2

Prepared By and Return To: Schwartz, Ogden & Jordan, PLLC
12206 Hwy 49
Oulapine, MS 39560
(228) 853-4150

Indexing Instructions: Lot 74, The Oaks of Long Beach S/D
Harrison County, 1st JD, MS
File#221953

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

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

JOHN R. BLAKLEY, An Administrator of
THE ESTATE OF RUGH R. BLAKLEY, Deceased
surviving joint tenant of BARBARA ANN BLAKLEY
supporting documentation of her death being attached hereto;
109 VANCE PLACE
LONG BEACH, MS 39560
(919) 323-9593

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

SIMON KIZITO and wife, KIMBERLY KIZITO
as tenants by the entirety with full rights of survivorship and not as tenants
in common
1541 SWEETWATER LANE
RALEIGH, NC 27610
(919) 268-1177

the following described property, together with the improvements, heretofore and hereinafter
thereto situated and located in the County of Harrison, State of Mississippi, and more particularly
described as follows, to-wit:

Lot Seventy-Four (74), THE OAKS OF LONG BEACH SUBDIVISION, a subdivision
according to the official map on plan filed on file and of record in the office of the
Clerk of the First Judicial District of Harrison County, Mississippi, in Plat
Book 48 in Page 3 thereof, reference to which is hereby made to all of and as a part of
this description.

Together with an undivided interest in the common elements and a 1/8 of the interests,
heretofore and hereinafter with every power, right, title, interest, estate,
reversion, remainder and easement thereto belonging or in anywise appertaining, all
according to the subdivision and Declarative documents recorded in the Office of the

3

Clerk of Harrison County, First Judicial District, Mississippi.
Hugh R. Blakley is one and the same person as Hugh Robert Blakley that acquired title to Parcel
36, 36A is recorded in Deed Instrument Number 2018-079-D-1, in the Land Records of the First Judicial
District of Harrison County, Mississippi.
This Conveyance is being executed in accordance with the Order Authorizing The Sale of Real
Property dated October 18, 2022, authorizing said sale entered in Case No. 22-0057 in the Matter of the
Estate of Hugh R. Blakley, Deceased, in the Chancery Court of Harrison County, First Judicial District,
Mississippi.

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way and
easements applicable to subject property, and any other recorded instruments, covenants and liens of all
kind and interest by previous owners of subject property.

Unrecorded covenants and vendors liens have been provided between the parties as a part of the
consideration for this conveyance. In the event the instrument with this quality provision is found to be
inoperative for any reason, the Grantee agrees to reimburse the Grantor for any and all costs and fees
incurred by the Grantor in connection with the execution of this deed and the Grantor agrees to pay any
delinquency upon receipt of a copy of the tax statement for the current year and a copy of the tax
statement due, based on a 365 day year.

THIS CONVEYANCE is also subject to zoning and/or other local regulatory provisions promulgated by
Federal, State or local governments affecting the use or occupancy of the subject property.

WITNESSE THE SIGNATURE of the Grantor on this 20th day of October, 2022

ESTATE OF RUGH R. BLAKLEY
JOHN R. BLAKLEY, ADMINISTRATOR

STATE OF North Carolina
COUNTY OF Orange

PERSONALLY appeared before me, the undersigned authority of law in and for this jurisdiction,
the within named JOHN R. BLAKLEY, who acknowledged to me that he is the ADMINISTRATOR of
THE ESTATE OF RUGH R. BLAKLEY, Deceased, and that he and his belief and as herein and that
he signed and delivered the foregoing instrument of writing on the day and year therein contained, he
having been first duly authorized to do so, in his full representative capacity.

GIVEN under my hand and official seal on this 20th day of October, 2022.



A Michelle Wagner
NOTARY PUBLIC

May 11th 2025

MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

4

WITNESS THE SIGNATURE of the Grantor on this the 21st day of October, 2022.

[Signature]
JOHN BLAKLEY, Individually

STATE OF North Carolina
COUNTY OF Orange

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, JOHN BLAKLEY, who acknowledged that he signed, executed and delivered the above and foregoing instrument as his voluntary act and deed on the day and year therein mentioned.

WITNESS my signature and official seal of office on this the 21st day of October, 2022.



[Signature]
MICHELLE WAGNER
NOTARY PUBLIC

5

WITNESS THE SIGNATURE of the Grantor on this the 20th day of October, 2022.

[Signature]
BRENDA L. NELSON, Individually

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, BRENDA L. NELSON, who acknowledged that she signed, executed and delivered the above and foregoing instrument as her voluntary act and deed on the day and year therein mentioned.

WITNESS my signature and official seal of office on this the 20th day of October, 2022.

[Signature]
CELESTE PRICE
NOTARY PUBLIC

(SEAL)

My Commission Expires:



6

WITNESS THE SIGNATURE of the Grantor on this the 21 day of October, 2022.

[Signature]
ROBERT L. BLAKLEY, Individually

STATE OF Mississippi
COUNTY OF Harrison

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, ROBERT L. BLAKLEY, who acknowledged that he signed, executed and delivered the above and foregoing instrument as his voluntary act and deed on the day and year therein mentioned.

WITNESS my signature and official seal of office on this the 21st day of October, 2022.

[Signature]
DONNA KEY BLOOM
NOTARY PUBLIC

(SEAL)

My Commission Expires:

8/2/26



7

Provided by Riemann Family Funeral Homes

Barbara Ann Blakley

December 28, 2021



Barbara Ann Blakley, of Long Beach, MS, passed away on Tuesday December 28, 2021, peacefully in her sleep.

She is survived by her husband, Hugh; children, Brenda (Rick), John (Lori), and Robbie (Michelle); grandchildren, Ricky (Kayla), Blaise (John), Emily, Megan (Jacob), Lauren (Andrew), Anthony, Mackenzie, and Haylie; Great grandchildren, Mila, Austin, Cooper, Bryce, and Reaynn; and her puppy "Marie."

Preceding her in death was her father, Louis and her mother, Ann. She was born December 4, 1936, to Louis and Ann Marinelli in Warren, Ohio. She graduated from Niles McKinley High School where she met the love of her life and fierce protector Hugh Blakley. Barbara and Hugh married on August 4, 1956. They loved each other deeply and with abandon. They were best friends, high school sweethearts, and built a beautiful life together that everyone dreams of. She loved making quilts, doing crafts, flowers, tending to her garden, hosting a party, and most of all, spending time with her family. She was a bright light in this world and had a heart of gold. Although we will miss her dearly, we take comfort in knowing she is now at peace.

A private memorial service will be held for the family.

In lieu of flowers, memorials may be sent to the Humane Society of South MS, 2175 Hwy 49, Gulfport, MS 39501.

The RIEMANN FAMILY FUNERAL HOME, Long Beach, is serving the family and online condolences may be offered at www.riemannfamily.com

MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

FILED
 OCT 19 2022

IN THE MATTER OF THE ESTATE OF
 HUGH R. BLAKLEY, DECEASED

John R. Blakley, Chancery Clerk
[Signature]

JOHN R. BLAKLEY, PETITIONER

NO. 22-1407

ORDER AUTHORIZING THE SALE OF REAL PROPERTY

THIS CAUSE came on to be heard on the Petition of John R. Blakley, in his capacity as Administrator of the Estate of Hugh R. Blakley, Deceased, and as an heir-at-law of said estate, petitioning this Court for authority to sell certain real property owned by the Decedent. The Court having considered the same hereby finds as follows:

1.

That on the 4th day of June, 2022, Hugh R. Blakley, a widower, departed this life in the City of Gulfport, Mississippi, and at the time of his death, said Decedent maintained a fixed place of residence in Long Beach, Harrison County, Mississippi. The Court further finds that a certified copy of the Decedent's Death Certificate is on file with the Clerk of this Court.

2.

The Court finds that at the time of his death the Decedent owned real property located in the First Judicial District of Harrison County, State of Mississippi, commonly known as 74 Oak Alley, Long Beach, Mississippi 39560 and more particularly described as:

Lot 74, The Oaks of Long Beach, being a subdivision located in the City of Long Beach, First Judicial District of Harrison County, 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.

3.

The Court further finds that the Petitioner, John R. Blakley, is the duly qualified and acting Administrator of the Estate of Hugh R. Blakley, having been so appointed by Decree of this Court entered on August 2, 2022, with Letters of Administration having issued to the Petitioner by the Clerk of this Court on or about August 22, 2022.

4.

The Court finds that in accordance with law, Notice to Creditors was published in *The Sun Herald*, a newspaper published in Harrison County, Mississippi, on September 20, 2022, September 27, 2022 and October 4, 2022. The Court finds that there have been no claims filed against the estate and the time in which to file claims against the estate has not yet expired. The Court further finds that the Administrator has made a diligent search and inquiry for creditors as evidenced by his affidavit on file with the Court Clerk.

5.

The Court finds that the real property owned by the Decedent is in need of repairs, is depreciating, and will require the expenditure of funds of the estate for maintenance and repairs unless said property is sold.

6.

The Court finds that the Petitioner has received a contract offer from Simon and Kimberly Kizito to purchase the above described real property for the cash price of \$265,000.00 in its "as is" "where is" condition without the necessity of any repairs being made.

7.

The Court finds that it would be in the best interest of the estate and its heirs-at-law and any interested persons that said real property be sold pursuant to the terms of said Contract for the Sale and Purchase of Real Estate dated September 8, 2022, a copy of which is on file with the Clerk of this Court.

8.

The Court further finds that on the date of death the Decedent was widowed and was survived by the following adult children: Brenda L. Nelson, John R. Blakley and Robert L. Blakley, who are the rightful known heirs-at-law of the Decedent and that the Decedent never adopted any children. The Court finds that all of the Decedent's heirs-at-law have filed Joinders with the Clerk of this Court consenting to the sale.

9.

The Court finds that there are no other interested parties and it will not be necessary that process be issued for any other person in order for the Court to have jurisdiction of this matter.

10.

The Court further finds that the Petitioner should be authorized to sign, execute and deliver an Administrator's Deed to the Purchaser and the net proceeds of sale due to the Estate of Hugh R. Blakley should be deposited into the registry of the Court in an interest bearing account with no withdrawals being made without further Order of this Court.

11.

The Court finds that bond and confirmation of sale should be waived in this matter, based on the payment of the funds into the registry of the Court. It is therefore,

MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

11

ORDERED, ADJUDGED AND DECREED, that the sale of the subject property pursuant to the terms of the Contract for the Sale and Purchase of Real Estate for the sale price of \$265,000.00 is hereby authorized. It is further,

ORDERED, ADJUDGED AND DECREED, that the Administrator is hereby authorized to sign, execute and deliver an Administrator's Deed to the Purchaser, Simon Kirzio and Kimberly Kirzio, It is further,

ORDERED, ADJUDGED AND DECREED, that bond is hereby waived. It is further,

ORDERED, ADJUDGED AND DECREED, that upon receipt of the net proceeds of sale due to the Estate of Hugh R. Blakley, the same shall be deposited into the registry of the Court with no withdrawals to be made without further Order from this Court. It is further,

ORDERED, ADJUDGED AND DECREED, that the requirement of confirmation of sale is hereby waived and the sale shall become effective immediately upon execution and delivery of the Administrator's Deed. It is further,

ORDERED, ADJUDGED AND DECREED, this the 19 day of October, 2022.

PREPARED & PRESENTED BY:
JORDAN R. MATHEWS, ESQ.
SCHWARTZ, OLFER & JORDAN, PLLC
2355 PASS ROAD
BILOXI, MS 39531
(228) 388-7441
MSB #105210
jordan@sojlaw.net

[Signature]
CHANCELLOR
A TRUE COPY
JOHN McADAMS
Chancery Court Clerk
Harrison County, Miss.
Official Seal
[Signature]

12

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

FILED
OCT 19 2022
[Signature]
John McAdams, Chancery Clerk

IN THE MATTER OF THE ESTATE OF
HUGH R. BLAKLEY, DECEASED
JOHN R. BLAKLEY, PETITIONER

NO. 22-1407

ORDER ESTABLISHING HEIRSHIP

THIS MATTER HAVING COME on for hearing on the sworn petition of John R. Blakley, Administrator and heir-at-law of the Estate of Hugh R. Blakley, Deceased, to establish heirship in the above styled and numbered cause and the Court having considered the same finds that the relief requested in said petition should be granted. The Court hereby finds as follows:

1.

That on the 4th day of June, 2022, Hugh R. Blakley, a widower, departed this life in the City of Gulfport, Mississippi, and at the time of his death he maintained a fixed place of residence in Long Beach, Harrison County, Mississippi.

2.

The Court finds that the Decedent was not legally married at the time of his death and was survived by his adult children, Brenda L. Nelson, John R. Blakley and Robert L. Blakley, who are the rightful known heirs-at-law of the Decedent.

3.

Additionally, the Decedent never adopted any children during his lifetime.

13

4.

The Court finds that there are no other parties in interest or persons to notice other than those stated herein but that process was served by publication upon the unknown heirs-at-law of Hugh R. Blakley, Deceased, on September 13, 2022, September 20, 2022 and September 27, 2022, in the Sun Herald, a newspaper of general circulation in Harrison County, Mississippi. The Court finds that no persons appeared at the hearing on said petition duly called on the 19th day of October, 2022. It is therefore,

ORDERED, ADJUDGED AND DECREED, that Brenda L. Nelson, John R. Blakley and Robert L. Blakley are hereby declared to be the only heirs-at-law of Hugh R. Blakley, Deceased. It is further,

ORDERED, ADJUDGED, AND DECREED this the 19 day of October, 2022.

PREPARED & PRESENTED BY:
JORDAN R. MATHEWS, ESQ.
SCHWARTZ, OLFER & JORDAN, PLLC
2355 Pass Road
Biloxi, MS 39531
(228) 388-7441
MSB #105210
jordan@sojlaw.net

[Signature]
CHANCELLOR
A TRUE COPY
JOHN McADAMS
Chancery Court Clerk
Harrison County, Miss.
Official Seal
[Signature]

PARKING PLAN - STR Renters will have 1-car garage available for parking as well as parking space available in driveway = 1 & 2 TOTAL SPACE. Street parking also available if needed in front of house



TRASH PLAN - Housekeeping Service Team to place all trash from cleanings in city trash receptacles and place bins on street on Sunday evenings for pick-up by city on Monday mornings
Simon Kizit. (Clever)

MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

5/14/23, 6:51 PM

Rental Agreement 2020 | Evolve

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 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.

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

1

13, 6:51 PM

Rental Agreement 2020 | Evolve

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 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.

evolve.com/rental-agreement-2020

20

MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

5/14/23 6:51 PM

Rental Agreement 2020 | Evolve

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 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,

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

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5/14/23 6:51 PM

Rental Agreement 2020 | Evolve

4. 11. 2023

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

7/7

**MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Heritage Property & Casualty Insurance Company 1401 N Westshore Blvd Tampa, FL 33607 1-855-536-2744																																			
Agent Name: Southern Insurance Professionals LLC Address: 440 E Pass Rd, Suite B Gulfport, MS 39507 Agent Phone: (228)357-5334 Agency Code: HMS0068																																			
If you have any questions regarding this policy which your agent is unable to answer, please contact us at 1-855-536-2744																																			
Homeowners Declarations Page																																			
Policy Number: MSH00602 / Named Insured: Simon Kizito Mailing Address: 1541 Sweetwater Lane Raleigh, NC 27610 Phone Number:	Additional Named Insured: Kimberly Kizito Insured Location: 74 Oak Alley Lane Long Beach, MS 39560 Harnson																																		
Effective Dates: From: 10/20/2022 12:01 am To: 10/20/2023 12:01 am Activity: New Business	Effective date of this transaction: 10/20/2022 12:01 am																																		
<i>Coverage at the residence premises is provided only where a limit of liability is shown or a premium is stated</i>																																			
Coverages and Premiums:	<table border="1"> <thead> <tr> <th>Coverage Section</th> <th>Limits</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Coverage - A - Dwelling</td> <td>\$239,000</td> <td>\$3,432.00</td> </tr> <tr> <td>Coverage - B - Other Structures</td> <td>\$23,900</td> <td>\$34.00</td> </tr> <tr> <td>Coverage - C - Personal Property</td> <td>\$59,750</td> <td>(\$254.00)</td> </tr> <tr> <td>Coverage - D - Loss of Use</td> <td>\$23,900</td> <td>(\$30.00)</td> </tr> <tr> <td>Coverage - E - Personal Liability</td> <td>\$300,000</td> <td>\$35.00</td> </tr> <tr> <td>Coverage - F - Medical Payments To Others</td> <td>\$1,000</td> <td>\$5.00</td> </tr> <tr> <td>Policy Fee</td> <td></td> <td>\$50.00</td> </tr> <tr> <td>Inspection Fee</td> <td></td> <td>\$25.00</td> </tr> <tr> <td>All Other Perils Premium:</td> <td>\$303.00</td> <td></td> </tr> <tr> <td>All Other Wind Premium:</td> <td>\$1,465.00</td> <td>Total Policy Premium: \$1,768</td> </tr> </tbody> </table>	Coverage Section	Limits	Total	Coverage - A - Dwelling	\$239,000	\$3,432.00	Coverage - B - Other Structures	\$23,900	\$34.00	Coverage - C - Personal Property	\$59,750	(\$254.00)	Coverage - D - Loss of Use	\$23,900	(\$30.00)	Coverage - E - Personal Liability	\$300,000	\$35.00	Coverage - F - Medical Payments To Others	\$1,000	\$5.00	Policy Fee		\$50.00	Inspection Fee		\$25.00	All Other Perils Premium:	\$303.00		All Other Wind Premium:	\$1,465.00	Total Policy Premium: \$1,768	
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SEE COVERAGE SECTION ON LAST PAGE FOR DETAILED DESCRIPTION OF PREMIUM ADJUSTMENTS																																			
Deductible: All Other Perils: \$1,000 Windstorm or Hail: 2% = \$4,780																																			
Special Message: THIS POLICY DOES NOT INCLUDE COVERAGE FOR FLOOD LOSSES. THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR WIND/HAIL LOSSES WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.																																			
 Emie Garateix Authorized Signature		10/17/2022																																	

Printed: 10/17/2022

Page 1

HPCHO DEC1 10 19

Pay Plan:	Number of Payments: 1	Bill to: MORTGAGEE
Rating Information:	Program: HO-3 Territory: 701	Construction Type: Masonry Veneer Year Constructed: 2015
Scheduled Property:	Description:	
Itemized Coverages Details:	Coverage Type	Coverage Description
Coverage Section	Limits	Total
Loss Assessment Coverage	\$1,000	Included
Personal Property Replacement Cost		\$148.00
Ordinance or Law Coverage	10%	Included
Limited Water Back Up And Sump Discharge Or Overflow (Deductible - \$1,000)	\$5,000	\$25.00
Limited Fungi, Wet Or Dry Rot, Or Bacteria Coverage	\$5,000	Included
Windstorm Exterior Paint Or Waterproofing Exclusion		Included
Building Code		(\$192.00)
Deductible		(\$158.00)
Hip Roof Discount		(\$338.00)
Age of Home		(\$892.00)
Marital Status		(\$9.00)
New Purchase Discount		(\$19.00)
Renovate Points		(\$94.00)
Policy Interest		
Name: United Wholesale Mortgage - ISADA/ATIMA	Address: PO BOX 202028 Florence, SC 29502-2028	Interest type: Mortgagee Bill to: Yes Ref#: 1222602486
Farms and Endorsements:		
HPC WLV 10 19	HPC HOJ 10 19	HO 00 03 05 11
HPC MS SP 10 19	HO 04 96 10 00	HPC PRI 10 19
HPC MS LF 10 19	HO 04 90 05 11	HPC MS IN 10 19
HPC MS 23 70 10 19	HPC MS WEX 10 19	HPC MS WHD 10 19
HPC MS WBU 10 19	HPC MS OOC 10 19	HPC PEDX 02 20
In the event of a claim, please call toll free 1-855-415-7120. We are available 24 hours a day, 7 days a week.		
This replaces all previously issued policy declarations, if any. In case of property loss, only that part of loss over stated deductibles applies. This declaration page together with all policy provisions and any other applicable endorsements completes your policy.		

Printed: 10/17/2022

Page 3

HPCHO DEC1 10 19

**MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**EVOLVE DAMAGE PROTECTION
TERMS AND CONDITIONS**

The Evolve Damage Protection Program (the "Program") provides Evolve homeowners with protection for up to \$5,000 for damages to Covered Property (as defined below) for each Evolve stay. The Program reimburses owners for accidental damage to an Evolve homeowner's Covered Property or personal belongings valued between \$25 and \$5,000 per stay. The Program does not cover cash and securities, collectibles, rare artwork, jewelry, pets or personal liability. You should secure or remove valuables when renting your property. The Program does not cover loss or damage to Covered Property due to wear and tear.

The Program is not insurance and does not replace your homeowners or renters insurance. It is your responsibility to review and understand the terms of your insurance policy and what it does and doesn't cover. Not all insurance will cover damage or loss to Covered Property caused by a guest renting your home.

1. **Covered Property Protection.** Evolve agrees to reimburse you if your Covered Property is accidentally damaged or destroyed by a guest for up to a maximum amount of \$5,000 for each guest stay at your Evolve Covered Property, subject to these terms and conditions. You must comply with the requirements and conditions in these terms in order to be reimbursed. Evolve will not reimburse you for losses if you have already collected or are entitled to collect for the same loss from a source other than Evolve (such as payment by a guest, an insurance policy, or the policy of another reservation platform). You agree that, upon request by Evolve, you will provide documentation of other such additional coverage and/or proof that you have pursued payment from other sources.
2. **Eligibility; Management Agreement.** Evolve will provide the Program to Evolve homeowners for vacation rental stays at the Evolve Covered Property that were booked through Evolve pursuant to the Vacation Rental Management Agreement (the "**Management Agreement**") between the homeowner and Evolve. These Program terms are made part of the Management Agreement and any terms not covered in these Terms and Conditions are governed by the Management Agreement. Any disputes concerning the Program will be resolved in accordance with the dispute resolution provisions of the Management Agreement.
3. **Covered Property.** The Program covers direct physical loss or physical damage to a homeowner's Covered Property caused by the guest or an invitee of the guest during an Evolve stay. "**Covered Property**" means and is limited to the following property located at the homeowner's home: (1) real property belonging to the Evolve homeowner; and (2) personal property owned by the Evolve homeowner located in or on the Covered Property. The Program does not include any losses or damage described under exclusions below.



receipt of such documents and information. The amount of the payment for a loss to Covered Property will be computed as of the date of loss, at the location of the loss. The amount of the payment for loss to Covered Property will be the lesser of (i) market replacement value of the Covered Property or (ii) the cost to repair such damaged Covered Property. Any amount payable under the Program will be reduced by the amount already paid to you or for your benefit by a guest, invitee or other source (such as an insurer or other responsible party) for the same loss.

7. **Homeowner Acknowledgments and Agreements.** Homeowner expressly acknowledges and agrees that:
 - a. Evolve provides the Program benefits solely for the purpose of promoting the use of Evolve services as described in the Management Agreement.
 - b. The Program is not an insurance policy and Evolve is not your insurer. The Program provides \$5,000 of protection for accidental damage to your Covered Property. The Program is not intended to replace property, homeowner, or renter insurance. Homeowners should consult with their insurance broker or other adviser to make sure that they have appropriate insurance for their property. The Program is not an offer to insure and does not constitute insurance or an insurance contract.
 - c. Expenses for goods and services submitted must be reasonable and in-line with comparable items at current market rates. Evolve retains the right to deny or reduce payouts for those costs above and beyond reasonable or market rates. Evolve may request additional documentation verifying the value of the replacement item as compared to the original item, and if not justified, may in its sole discretion, deny the entire claim.
 - d. The Program is solely for the benefit of the Evolve homeowner who has entered into the Management Agreement with Evolve and such benefits are not assignable or transferable under any circumstances.
 - e. False, deceptive, fraudulent, abusive and dishonest claims are a violation of these terms and of the Management Agreement and may lead to denial of your claim, termination of the Management Agreement and other appropriate legal remedies.
8. **Changes to the Program.** Evolve maintains the right to modify or terminate the Program, at any time, in its sole discretion. If Evolve terminates the Program, Evolve will provide you with notice by email at least thirty (30) days before such termination and will continue to process claims filed prior to the effective date of termination.

MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

It came for discussion under new business, a Short-Term Rental for the property located at 125 Trautman Avenue, Tax Parcel 0612F-01-090.000. submitted by Norman Cunningham (owner and property manager), as follows:

MINUTES OF MAY 25, 2023
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: 125 Trautman Ave Long Beach Tax Parcel # 0612f-01-090.000
(Location of Short-Term Rental) MS 39560

OWNER'S INFORMATION:

Property Owner's Name: Norman Cunningham
Property Owner's Address: 500 Oak Shadows Dr. Gulfport, MS 39501
Property Owner's Mailing Address, if different from above:

Property Owner's Phone No: 409-781-4691 City State Zip
Email Address: Clay KK 83@aol.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: same as above
Property Manager's Address: (Must be a local contact)

Property Manager's Phone No.: same ↑ City State Zip
Email Address: same ↑

PLEASE PROVIDE THE FOLLOWING:

- Mississippi Sales Tax ID # 92-3565565
- Recorded Warranty Deed ✓
- Parking Rules & Plan ✓
- Trash Management Plan ✓
- Copy of Proposed Rental Agreement ✓
- Proof of Liability Insurance, which includes short term rental coverage

ADDITIONAL INFORMATION:

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

AFFIDAVIT

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

Norman Cunningham [Signature] 5/5/23
PRINT NAME SIGNATURE DATE

BELOW IS FOR OFFICE USE ONLY			
Maximum Occupancy: <u>6</u>	Maximum Vehicles allowed: <u>4</u>	Number of bedrooms: <u>3</u>	Number of people home can accommodate: <u>6</u>

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

Building Official Signature: [Signature] Date: 5/25/23
Fire Inspector Signature: _____ Date: _____

COMMENTS: _____

Date Received: <u>5-17-23</u>
Agenda Date: <u>5-25-23</u>
Amount Due/Paid: <u>250.00</u>
Payment Method: <u>1324</u>

MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



Norman Cunningham owner of the property located at
125 Trautman Ave. Tax Parcel 0612F-01-040-000
affirm that I am in compliance with building codes, deed restrictions
and/or covenants, and have paid all applicable taxes, fees and other
charges. I acknowledge that a violation of the ordinances of the City of
Long Beach shall result in the suspension or revocation of the permit.

[Signature]
signature
5/5/23
date

E-RECORDED simplifile®
ID: 228-01062071
County: Harrison MS
Date: 05/25/23 Time: 11:37 AM

Prepared by and after recording return to:
J. WILLIAM WILLIAMS, MBN 99709
WILLIAMS LAW FIRM, PA
2409 14th Street
Gulfport, Mississippi 39501
Telephone No.: (228) 206-7900
Facsimile No.: (228) 206-7911

File No.: 00965

Grantors' Name, Address and Telephone Number:
MARISSA S. ORR and RICHARD THOMAS ORR
23507 Short Cut Road
Gulfport, Mississippi 39503
Telephone No.: (228) 731-0811

Grantees' Name, Address and Telephone Number:
BROOKES CLAY CUNNINGHAM
10603 Piping Rock Lane
Houston, Texas 77042
Telephone No.: (409) 782-5291

NORMAN CLAY CUNNINGHAM
500 Oak Shadows Drive
Gulfport, Mississippi 39501
Telephone No.: (409) 781-4691

Indexing Instructions:
All of Lots 26 and 27, Part of Lots 25 and 28, Block 1,
Trautman Subdivision, First Judicial District of Harrison
County, Mississippi

STATE OF MISSISSIPPI
COUNTY OF HARRISON

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid,
and other good and valuable consideration, the receipt and sufficiency of which is hereby
acknowledged, the undersigned, MARISSA S. ORR, formerly known as MARISSA S. PIERRE,
and RICHARD THOMAS ORR ("Grantors"), do hereby sell, grant, convey, and warrant unto
BROOKES CLAY CUNNINGHAM and NORMAN CLAY CUNNINGHAM ("Grantees"),
as joint tenants with full rights of survivorship, not as tenants in common, the real property,
together with all improvements thereon, situated in the First Judicial District of Harrison County,
Mississippi, and more particularly described on Exhibit "A," which is hereby incorporated by



Prepared by and after recording return to:
J. WILLIAM WILLIAMS, MBN 99709
WILLIAMS LAW FIRM, PA
2409 14th Street
Gulfport, Mississippi 39501
Telephone No.: (228) 206-7900
Facsimile No.: (228) 206-7911

File No.: 00965

Grantors' Name, Address and Telephone Number:
MARISSA S. ORR and RICHARD THOMAS ORR
23507 Short Cut Road
Gulfport, Mississippi 39503
Telephone No.: (228) 731-0811

Grantees' Name, Address and Telephone Number:
BROOKES CLAY CUNNINGHAM
10603 Piping Rock Lane
Houston, Texas 77042
Telephone No.: (409) 782-5291

NORMAN CLAY CUNNINGHAM
500 Oak Shadows Drive
Gulfport, Mississippi 39501
Telephone No.: (409) 781-4691

Indexing Instructions:
All of Lots 26 and 27, Part of Lots 25 and 28, Block 1,
Trautman Subdivision, First Judicial District of Harrison
County, Mississippi

STATE OF MISSISSIPPI
COUNTY OF HARRISON

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid,
and other good and valuable consideration, the receipt and sufficiency of which is hereby
acknowledged, the undersigned, MARISSA S. ORR, formerly known as MARISSA S. PIERRE,
and RICHARD THOMAS ORR ("Grantors"), do hereby sell, grant, convey, and warrant unto
BROOKES CLAY CUNNINGHAM and NORMAN CLAY CUNNINGHAM ("Grantees"),
as joint tenants with full rights of survivorship, not as tenants in common, the real property,
together with all improvements thereon, situated in the First Judicial District of Harrison County,
Mississippi, and more particularly described on Exhibit "A," which is hereby incorporated by

**MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

reference. The conveyance is more subject to all protective covenants, rights of way, easements, and oil, gas or mineral reservations or conveyances of record pertaining to the subject property. Taxes for the current year are assumed by the Grantee.

WITNESS, the Grantor has caused this instrument to be executed, this the 23rd day of March, 2023.

GRANTORS:

Marissa S. Orr
MARISSA S. ORR, formerly known as
MARISSA S. PIERRE

Richard Thomas Orr
RICHARD THOMAS ORR

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this the 23rd day of March, 2023, within my jurisdiction, the within named MARISSA S. ORR, formerly known as Marissa S. Pierre, and RICHARD THOMAS ORR, who acknowledge they executed the above and foregoing instrument.

SWORN TO AND SUBSCRIBED before me this, the 23rd day of March, 2023.

Stacie NeCAIDE
NOTARY PUBLIC

My Commission Expires: March 14, 2026
(SEAL)



EXHIBIT "A"

Legal Description

The South 20 feet of Lot Twenty-Five (25), all of Lots Twenty-Six (26) and Twenty-Seven (27) and the North 10 feet of Lot Twenty-Eight (28), Block One (1) of TRAUTMAN SUBDIVISION, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi.

MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
125 Trautman Avenue
Long Beach, MS 39560

Parking Plan: The property has a concrete driveway that holds 5-6 vehicles, including 2 covered spots. There is also room for an additional vehicle on the rock driveway on the north side of the house. Parking is not allowed on the lawn.

Trash Management Plan: The guests will use the trash cans on-site, any extra trash will be removed by the owner and placed in trash cans from Waste Management on owner's property. There is a note in the home to remind guests to place trash containers to the street on Sunday night for Monday pick-up.

Rental Agreement: These are handled through VRBO or Airbnb. Our general fees are as follows:

Avg nightly rental fee:	200.00	(2 Night Minimum)
Cleaning Fee:	150.00	
Pet Fee:	50.00	

Both booking services provide additional insurance up to 1 million dollars. The companies also collect lodging taxes from the guest upon booking and these funds are sent to the state and local authorities.

House Rules:

- Maximum Number of guests 8. (3 bedrooms & 4 Beds)
- Must be 25 years or older to rent.
- Check Out 11am, Check In 3pm.
- The check in process will be in-person, door codes will not be given in advance. The owner will greet all guests and give them a tour of the property, review the house book and rules.
- No Parties or Events allowed.
- Quiet Hours from 10pm to 7am.
- No Smoking or Vaping inside the house. Damage deposit will not be returned or an additional cleaning fee will be charged if Smoking/Vaping is found in the home.
- No boil pots/turkey fryers on the property.
- All Dog visits MUST be approved by the owner during the booking process. Will discuss breed and size.
- Dogs are not allowed on the furniture or beds. If dog is left alone at the property they must be crated. Damage deposit will not be returned or an additional fee will be charged if damage is caused due to pet.
- No jumping, diving, or hanging on/off the edges of the pool.

MINUTES OF MAY 25, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
3/6/2023

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

<small>AGENCY</small> Pyron Coastal Insurance <small>PHONE (City, St., Ext.)</small> <small>FAX (City, St.)</small> <small>EMAIL ADDRESS: mitchel@pyroncoastal.com</small> <small>CODE</small> <small>AGENCY CUSTOMER ID #</small> <small>INSURER</small> Brookes, Clay Cunningham and Norman Clay Cunningham	<small>COMPANY</small> Reinsure Pnc <small>LOAN NUMBER</small> 1023021302 <small>POLICY NUMBER</small> SC00134104 <small>EFFECTIVE DATE</small> 3/15/2023 <small>EXPIRATION DATE</small> 3/15/2024 <small>CONTINUED UNTIL EXPIRATION DATE UNLESS</small> THIS REPLACES PRIOR INSURANCE DATED:
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

PROPERTY INFORMATION

LOCATION/DESCRIPTION
125 Trautman Ave. Long Beach, MS 39560

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

COVERAGE INFORMATION

COVERAGE/DESCRIPTIONS	AMOUNT OF INSURANCE	DEDUCTIBLE
Dwelling Lim (This policy includes replacement cost and wind/hail coverage)	\$240,000	\$1,000 \$7,200 WH

REMARKS (including Special Conditions)

Annual Homeowners Insurance Premium: \$4,260.84

Please mail premium to 2300 14th St. Suite B Gulfport, MS 39501 and make payable to Pyron Group

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL FAVOR 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.


ADDITIONAL INTEREST

<small>NAME AND ADDRESS</small> Gulf South Mortgage LLC ISDA/ATIMA 12292 Ashley Drive Gulfport, MS 39503	<input checked="" type="checkbox"/> MORTGAGE <input type="checkbox"/> ADDITIONAL INTEREST <small>LOAN NUMBER</small> 1023021302 <small>AUTHORIZED REPRESENTATIVE</small> <i>Mitchell Perquist</i>
-----------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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[Clear All](#)



Life. Waterproofed.

THIS POLICY MEETS THE DEFINITION OF PRIVATE FLOOD INSURANCE CONTAINED IN 42 U.S.C. SECTION 4012a(b)(7) AND THE CORRESPONDING REGULATION.

Insurance is effected with Transverse Specialty Insurance Company . Percentage: 100%	Transaction Type: New Policy Policy Number: TNF3355899 Transaction Effective Date: 3/15/2023 Flood Zone: X500 Foundation: Slab on grade Occupancy: Single Family	MAKE CHECKS PAYABLE TO: NEPTUNE FLOOD PO BOX 120562 DALLAS, TX 75312-0562 For payment questions call (727)202-4815
------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------

Effective from 3/15/2023 to 3/15/2024, both days at 12:01 am

Form: Dwelling Property Location: 125 TRAUTMAN AVE LONG BEACH, MS 39560 County: HARRISON	Agent Information: Pyron Coastal Insurance - Gulfport 2300 14th Street, Suite B, Gulfport, MS 39501 Email: dana@pyroncoastal.com Phone: (727)202-4815 Agent Number: FL-12658	Named Insured(s): Karen Cunningham Norman Cunningham Mailing Address: 500 OAK SHADOWS DRIVE Long Beach, MS 39560 US
------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------

Coverages & Premiums at the Premises	Coverage	Limit of Liability	Annual Premium
	A. Dwelling	\$240,000	\$307.00
	B. Personal Property	\$15,000	\$19.00
	C. Other Coverages		
	Debris Removal	Included	Included
	Sandbags, Supplies, and Labor	\$1,000	Included
	Property Moved to Safety	\$1,000	Included
	D. Increased Cost of Compliance	\$30,000	Included
	E. Replacement Cost on Contents	Yes	\$5.00
	F. Basement Contents	\$0	\$0.00
	G. Pool Repair and Refill	\$0	\$0.00
	H. Unattached Structures	\$0	\$0.00
	I. Temporary Living Expense	\$10,000	\$40.00
	Deductible*	\$1,000	\$65.00

*In each flood loss, the Deductible amount applies separately to Building Property (Coverage A) and Personal Property (Coverage B)

Forms attached hereto: TNF SOP TNF PN TNF OFAC INF-IRC FHA AID	NRF MEP NRF POL NRF EXTE NRF EXTI	Total Annual Premium Policy Fee Surplus Lines Tax Stamping Fee Windstorm Underwriting Assoc. Tax Total Policy Charges	\$436.00 \$110.00 \$21.84 \$1.37 \$0.00 \$569.21
-------------------------------------------------------------------------------	--------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------

IN THE EVENT OF A CLAIM: Peninsula Insurance Bureau 2842 Lost Road Apopka, FL 32712 Phone: (877)202-5639 Email: penins@bizinsurers.com	First Mortgages: Gulf South Mortgage LLC ISDA/ATIMA 12292 Ashley Dr Gulfport, MS 39503 Reference #: 1023021302
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SPECIAL PROVISIONS:
THIS POLICY MEETS THE DEFINITION OF PRIVATE FLOOD INSURANCE CONTAINED IN 42 U.S.C. SECTION 4012a(b)(7) AND THE CORRESPONDING REGULATION. THIS POLICY CANNOT BE CANCELLED WITHOUT A VALID REASON AFTER ISSUANCE. PLEASE REFER TO YOUR POLICY FOR THE CANCELLATION PROVISIONS.

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

Surplus Lines Agent Name and Address: James Steiner, Neptune Flood Inc., 400 6th St S, St. Petersburg, FL 33701
License Info: License #: 15033288. Dated: 3/6/2023. Signature of Surplus Lines Agent: *[Signature]*

MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

From: Mitchell Norquist <mitchel@pyroncoastal.com>
Subject: FW: REIP0025038-00 - Karen Cunningham - Receipt
Date: March 29, 2023 at 2:02 PM
To: cleyk83@aol.com

From: RE: InsurePro Billing < billing@reinsurepro.com >
Sent: Wednesday, March 29, 2023 1:41 PM
To: Mitchell Norquist <mitchel@pyroncoastal.com>
Cc: Todd LaPorte <tdla@reinsurepro.com>
Subject: RE: P0025038-00 - Karen Cunningham - Receipt

Hello,

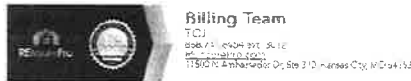
Per your form submission and written request, a payment was processed in the amount of \$4,260.84 to ACH ending in 4023. A breakdown of the payment is below and a receipt is attached for your records. Thank you!

Loc #			4260.84
0			
1	4260.84	134 Twicken Avenue, Long Beach, NC 27462	

Thank you!
TCJ

Payment Address:
RE: InsurePro
100 West 14th Street
Changsha, Hunan 410004

Looking for tips on how to read our invoices?
See your balance, payment method, new, all active locations, coverage synopsis, and more



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

It came for discussion under new business, a Short-Term Rental for the property located at 18024 Bert Street, Unit C, Tax Parcel 06111-05-019.000, submitted by Richard Mueller, Jr (owner) and Malorie Johnson (property manager), as follows:

**MINUTES OF MAY 25, 2023
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: <u>18024 Bert St Unit C, Long Beach</u> Tax Parcel # <u>0611-05-019.000</u> (Location of Short-Term Rental)							
OWNER'S INFORMATION: Property Owner's Name: <u>Richard Mueller, Jr</u> Property Owner's Address: <u>720 Parkwood Dr</u> Property Owner's Mailing Address, if different from above: <u>720 Parkwood Dr</u> <u>Long Beach</u> <u>MS</u> <u>39560</u> City State Zip Property Owner's Phone No: <u>231-675-3189</u> Email Address: <u>home1@rmpizza.com</u>							
Is there a homeowner's association for the neighborhood? <u> </u> If so, please provide written statement of support of short term rental?							
PROPERTY MANAGER INFORMATION: Property Manager's Name: <u>Malorie Johnson</u> Property Manager's Address: (Must be a local contact) <u>377 Henderson Ave Pass Christian MS 39571</u> City State Zip Property Manager's Phone No.: <u>228-342-5892</u> Email Address: <u>bakersbnb21@gmail.com</u>							
PLEASE PROVIDE THE FOLLOWING: <ul style="list-style-type: none"> • Mississippi Sales Tax ID # <u>1381565</u> • Recorded Warranty Deed <input checked="" type="checkbox"/> • Parking Rules & Plan <input checked="" type="checkbox"/> • Trash Management Plan <input checked="" type="checkbox"/> • Copy of Proposed Rental Agreement <input checked="" type="checkbox"/> • Proof of Liability Insurance, which includes short term rental coverage <input checked="" type="checkbox"/> 							
ADDITIONAL INFORMATION: <ul style="list-style-type: none"> • 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. 							
<p align="center">AFFIDAVIT</p> I HEREBY CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT ALL INFORMATION CONTAINED HEREIN TRUE AND CORRECT; I ACKNOWLEDGE RECEIPT OF AND AGREE TO COMPLY WITH THE RULES & REGULATIONS OF SHORT-TERM RENTALS (Ordinance 660), ALL APPLICABLE CODES, ORDINANCES AND STATE LAWS. VIOLATION OF ANY CODES OR REGULATIONS SHALL RESULT IN THE SUSPENSION OR REVOCATION OF THE PERMIT.							
PRINT NAME: <u>Richard Mueller, Jr</u>	SIGNATURE: <u>Richard Mueller, Jr</u>	DATE: <u>5-14-23</u>					
BELOW IS FOR OFFICE USE ONLY							
Maximum Occupancy: <u>2</u>	Maximum Vehicles allowed: <u>1</u>	Number of bedrooms: <u>1</u>	Number of people home can accommodate: <u>2</u>				
I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES; AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.							
Building Official Signature: <u>[Signature]</u>		Date: <u>5/25/23</u>					
Fire Inspector Signature: _____		Date: _____					
COMMENTS: _____							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Date Received: <u>5-17-23</u></td> </tr> <tr> <td style="padding: 2px;">Agenda Date: <u>5-25-23</u></td> </tr> <tr> <td style="padding: 2px;">Amount Due/Paid: <u>250.00</u></td> </tr> <tr> <td style="padding: 2px;">Payment Method: <u>1308</u></td> </tr> </table>				Date Received: <u>5-17-23</u>	Agenda Date: <u>5-25-23</u>	Amount Due/Paid: <u>250.00</u>	Payment Method: <u>1308</u>
Date Received: <u>5-17-23</u>							
Agenda Date: <u>5-25-23</u>							
Amount Due/Paid: <u>250.00</u>							
Payment Method: <u>1308</u>							

MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



I, Richard Mueller, Sr., owner of the property located at 18024 Bent St, Unit C, Tax Parcel 0611-05-019.000, 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.

Richard Mueller, Sr.
signature

5-14-23
date



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

Grantor:
Louis Sidney Charbonnet, IV
18 Golfview Drive
Pass Christian, MS 39571
(228) 547-3780

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

Grantee:
Richard P. Mueller, Jr
720 Parkwood Drive
Long Beach, MS 39560
(231) 675-3189

File No. F230540S

INDEXING INSTRUCTIONS: Part of Lots 19 & 20, Blk 2, Cox's Sid, & the NE 1/4 of Sec. 13, T08, R12W, 1st JD, Harrison County, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, I, **Louis Sidney Charbonnet, IV**, do hereby sell, convey and warrant unto **Richard P. Mueller, Jr**, 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 thereunto belonging, and being more particularly described as follows, to-wit:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

This being the same property as that conveyed to Louis Sidney Charbonnet IV, by instrument recorded in Instrument No. 2017-802-D-11, Land Deed Records in the First Judicial District of Harrison County, Mississippi,

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

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

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

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

This conveyance is not part of the Grantor's homestead.

WITNESS MY SIGNATURE, on this the 29th day of February, 2023.

Louis Sidney Charbonnet, IV
Louis Sidney Charbonnet, IV

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, **Louis Sidney Charbonnet IV**, who acknowledged before me that he signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 29th day of February, 2023.

(AFFIX SEAL)

My commission expires



Corey Bradley
NOTARY PUBLIC

MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Exhibit "A"

Legal Description

Parcel 1:
All that portion of Lot 18 and Lot 20, Block 2, Cox's Subdivision of Section 13, Township 8 South, Range 12 West, Harrison County, Mississippi, and being more particularly described as follows:

Commencing at the Northeast corner of Lot 18, Block 2, Cox's Subdivision and thence run South 00 degrees 18 minutes East a distance of 284 feet along the center of Block 2 to a 3/4" iron pipe set by J.A. Martin at the Northeast corner of a 40 foot reserved roadway; thence run South 89 degrees 40 minutes 50 seconds West along the North line of said roadway a distance of 193.36 feet to the Point of Beginning; thence from said Point of Beginning run North 00 degrees 16 minutes 14 seconds West a distance of 151.82 feet to a point situated on the North line of Lot 19, Block 2, Cox's Subdivision; thence run South 89 degrees 45 minutes 32 seconds West along the North line of said Lot 19 a distance of 85.89 feet to a point; thence run South 00 degrees 06 minutes 3 seconds West a distance of 152.94 feet to a point situated on the North line of a 40 foot reserved roadway; thence run North 89 degrees 40 minutes 51 seconds East along said North line a distance of 87.9 feet to the Point of Beginning. Said parcel contains 0.30 acres, more or less. Said parcel is subject to a 4 foot wide easement along the West line for ingress, egress and maintenance for parcel 2.

LESS AND EXCEPT:

Commencing at the Northeast corner of Lot 18, Block 2, Cox's Subdivision and thence run South 00 degrees 18 minutes East a distance of 284 feet along the center of Block 2 to a 3/4" iron pipe set by J.A. Martin at the Northeast corner of a 40 foot reserved roadway; thence run South 89 degrees 40 minutes 50 seconds West along the North line of said roadway a distance of 193.36 feet to the Point of Beginning; thence from said Point of Beginning run North 00 degrees 15 minutes 14 seconds West a distance of 10.0 feet to a point; thence run South 89 degrees 40 minutes 51 seconds West a distance of 80.00 feet to a point; thence run South 00 degrees 16 minutes 14 seconds East a distance of 10.00 feet to a point situated on the North line of 40 foot reserved roadway; thence run North 89 degrees 40 minutes 51 seconds East along said North line a distance of 80.00 feet to the Point of Beginning. Said parcel contains 800 square feet, more or less.

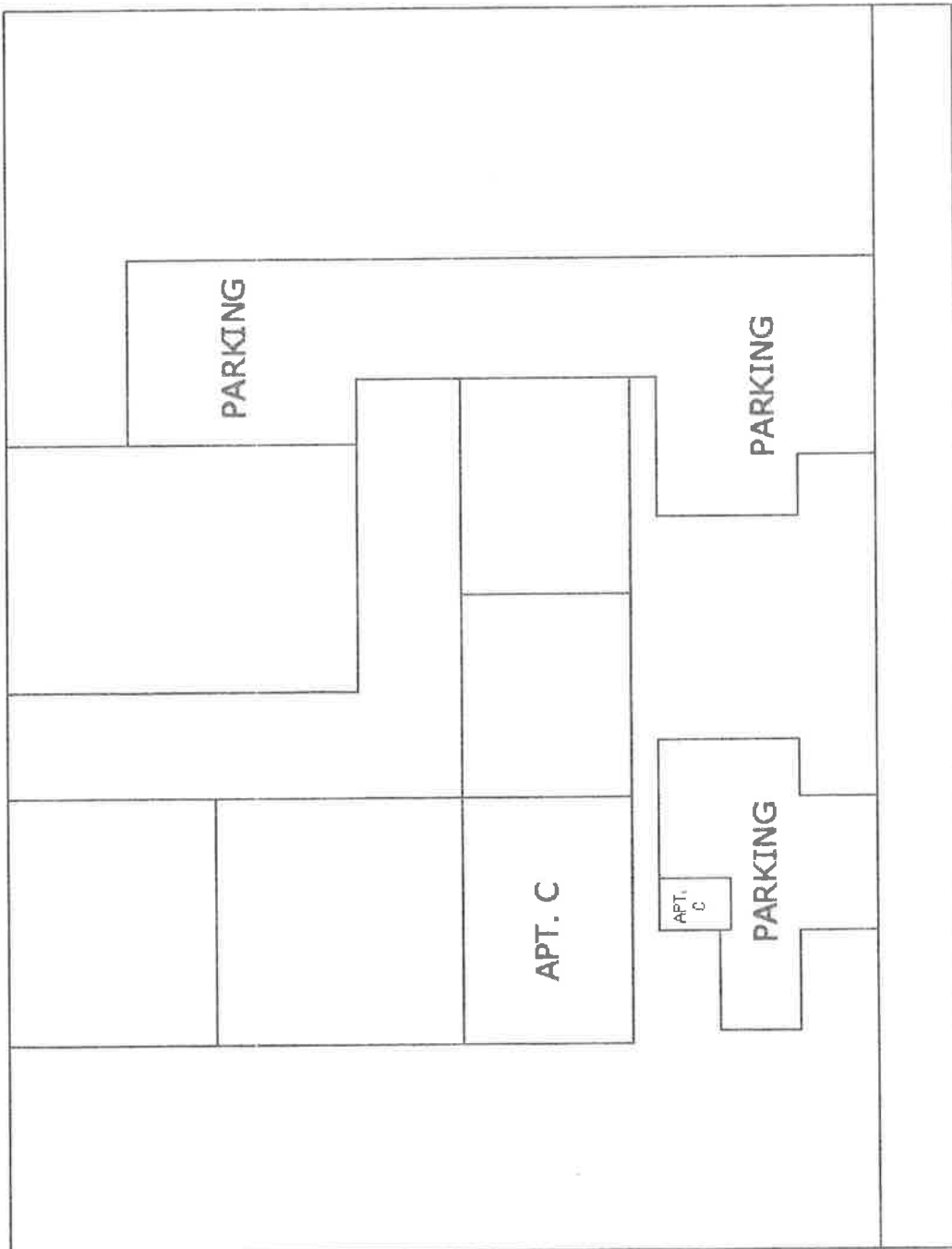
Parcel 2:
All that portion of Lot 19 and Lot 20, Block 2, Cox's Subdivision of Section 13, Township 8 South, Range 12 West, Harrison County, Mississippi, and being more particularly described as follows:

Commencing at the Northeast corner of Lot 18, Block 2, Cox's Subdivision and thence run South 00 degrees 18 minutes East a distance of 284 feet along the center of Block 2 to a 3/4" iron pipe set by J.A. Martin at the Northeast corner of a 40 foot reserved roadway; thence run South 89 degrees 40 minutes 50 seconds West along the North line of said roadway a distance of 193.36 feet to a point; thence run North 00 degrees 15 minutes 14 seconds West a distance of 151.82 feet to a point situated on the North line of Lot 19, Block 2, Cox's Subdivision; thence run South 89 degrees 45 minutes 32 seconds West along the North line of said Lot 19 a distance of 86.89 feet to the Point of Beginning; thence from said Point of Beginning run South 89 degrees 45 minutes 32 seconds West along said North line of Lot 19 a distance of 39.00 feet to a point; thence run South 00 degrees 15 minutes 03 seconds East a distance of 151.99 feet to a point situated on the North line of a 40 foot reserved roadway; thence run North 89 degrees 40 minutes 51 seconds East along the said North line a distance of 38.00 feet to a point; thence run North 00 degrees 06 minutes 14 seconds East a distance of 151.94 feet to the Point of Beginning. Said parcel contains 0.13 acres, more or less, together with a 4 foot wide easement East of and contiguous with the East line for the purpose of ingress, egress and maintenance.

Richard P. Mueller, Jr.
Richard P. Mueller, Jr.

2-7-23
Date

18024 BERT ST.
PARKING PLAN



1 car per unit C
Trash plan - property manager will move trash can to road for pickup

MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
SHORT-TERM RENTAL AGREEMENT

I. THE PARTIES. This Short-Term Rental Agreement ("Agreement") made on _____, 20____ between the following:

TENANT: _____, with a mailing address of _____ ("Tenant"), and

LANDLORD: _____, with a mailing address of _____ ("Landlord").

II. THE PREMISES. The Landlord agrees to lease the described property below to the Tenant, and the Tenant agrees to rent from the Landlord:

- a.) Mailing Address: _____
b.) Residence Type: [] Apartment [] House [] Condo [] Other: _____
c.) Bedroom(s): _____
d.) Bathroom(s): _____
e.) Other: _____

Hereinafter known as the "Premises."

III. LEASE TERM. The Tenant shall have access to the Premises under the terms of this Agreement for the following time period: (check one)

[] - Fixed Term. The Tenant shall be allowed to occupy the Premises starting _____, 20____ at _____:____ [] AM [] PM and ending _____, 20____ at _____:____ [] AM [] PM ("Lease Term").

[] - Month-to-Month Lease. The Tenant shall be allowed to occupy the Premises on a month-to-month arrangement starting on _____, 20____, and ending upon notice of ____ days from either Party to the other Party ("Lease Term").

IV. QUIET HOURS. The Landlord requires: (check one)

[] - No Quiet Hours. There are no quiet hours. However, the Tenant must reside on the Premises with respect to the quiet enjoyment of the surrounding residents.

[] - Quiet Hours. Quiet hours begin at _____:____ [] AM [] PM each night and continue until sunrise. Quiet hours consist of no music and keeping all audio at a minimum level out of respect for the surrounding residents.



V. OCCUPANTS. The total number of individuals staying on the Premises during the Lease Term shall be a total of ____ guests.

If more than the authorized number of guests listed above are found on the Premises, this Agreement will be subject to termination by the Landlord.

VI. RENT. The Tenant shall pay the Landlord:

[] - Fixed Amount. The Tenant shall be required to pay the Landlord \$_____ for the Lease Term ("Rent"). The Rent is due at the execution of this Agreement.

[] - Monthly Amount. The Tenant shall be required to pay the Landlord \$_____ in equal monthly installments for the Lease Term ("Rent") and due on the ____ of each month under the following instructions:

First (1st) month's rent is due at the execution of this Agreement.

VII. UTILITIES. The Landlord shall be responsible for all utilities and services to the Premises EXCEPT for the following: _____

VIII. SECURITY DEPOSIT. The Tenant shall be obligated to pay the following amounts upon the execution of this Agreement: (check one)

[] - No Security Deposit: There is no deposit required for the security of this Agreement ("Security Deposit").

[] - Security Deposit: \$_____ ("Security Deposit"). The Security Deposit is for the faithful performance of the Tenant under the terms and conditions of this Agreement. The Tenant must pay the Security Deposit at the execution of this Agreement. The Security Deposit shall be returned to the Tenant within the State's requirements after the end of the Lease Term less any itemized deductions. This Security Deposit shall not be credited towards any Rent unless the Landlord gives their written consent.

IX. PETS. The Landlord: (check one)

[] - Does Not Allow Pets: There are no pets allowed on the Premises. If the Tenant is found to have pets on the Premises, this Agreement and any Security Deposit shall be forfeited.

[] - Allows Pets: The Tenant shall have the right to have ____ pet(s) on the Premises with a maximum limit of ____ pounds per pet. For the right to have pet(s) on the Premises, the Landlord shall charge a fee of \$_____ that is [] non-refundable [] refundable unless there are damages related to the pet. The Tenant is responsible for all damage that



**MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

any pet causes, regardless of the ownership of said pet, and agrees to restore the Premises to its original condition at their expense.

X. **PARKING.** The Landlord: (check one)

- **Shall provide** _____ parking space(s) to the Tenant for a fee of \$_____ to be paid at the execution of this Agreement on a monthly basis in addition to the rent. The parking space(s) are described as: [DESCRIBE PARKING SPACES]

- **Shall NOT** provide parking.

XI. **FEES.** The Landlord requires the Tenant pays the following fees at the execution of this Agreement: (check all that apply)

- **Cleaning Fee:** \$ _____
 - **Taxes:** \$ _____
 - **Other:** _____ \$ _____
 - **Other:** _____ \$ _____

XII. **PARTY CLEANUP.** If the Premises qualifies for a "deep clean" due to the amount of "wear and tear" from a party or large gathering, a fee of \$_____ ("Party Cleanup Fee") shall be charged at the end of the Lease Term. The Party Cleanup Fee may be deducted from the Security Deposit.

XIII. **SMOKING POLICY.** Smoking on the Premises is: (check one)

- **Prohibited.**

- **Permitted ONLY** in the following areas: _____

XIV. **PERSON OF CONTACT.** The Landlord: (check one)

- **Does** have a manager on the Premises that can be contacted for any maintenance or repair at:

Agent/Manager's Name: _____
 Telephone: (____) _____-_____
 E-Mail: _____

- **Does not** have an agent/manager on the Premises, although the Landlord can be contacted for any emergency, maintenance, or repair at:

Landlord's Name: _____
 Telephone: (____) _____-_____
 E-Mail: _____



XV. **SUBLETTING.** The Tenant: (check one)

- **Has** the right to sublet the Premises. Each subtenant is: (check one)
 required to be approved by the Landlord prior to occupancy.
 not required to be approved by the Landlord.

- **Does not** have the right to sublet the Premises.

XVI. **MOVE-IN INSPECTION.** Before, at the time of the Tenant accepting possession, or shortly thereafter, the Landlord and Tenant shall: (check one)

- **Inspect** the Premises and write any present damages or needed repairs on a move-in checklist.

- **Shall not** inspect the Premises or complete a move-in checklist

XVII. **INSPECTION.** The Landlord has the right to inspect the Premises with prior notice as in accordance with State law. Should the Tenant violate any of the terms of this Agreement, the rental period shall be terminated immediately in accordance with State law. The Tenant waives all rights to process if they fail to vacate the premises upon termination of the rental period. The Tenant shall vacate the Premises at the expiration time and date of this agreement.

XVIII. **MAINTENANCE AND REPAIRS.** The Tenant shall maintain the Premises in a good, clean, and ready-to-rent condition and use the Premises only in a careful and lawful manner. The Tenant shall leave the Premises in a ready to rent condition at the expiration of this Agreement, defined by the Landlord as being immediately habitable by the next tenant. The Tenant shall pay for maintenance and repairs should the Premises be left in a lesser condition. The Tenant agrees that the Landlord shall deduct costs of said services from any Security Deposit prior to a refund if Tenant causes damage to the Premises or its furnishings.

XIX. **TRASH.** The Tenants shall dispose of all waste material generated during the Lease Term under the strict instruction and direction of the Landlord.

XX. **QUIET ENJOYMENT.** The Tenant, along with neighbors, shall enjoy each other's company in a quiet and respectful manner to each other's enjoyment. The Tenant is expected to behave in a civilized manner and shall be good neighbors with any residents of the immediate area. Creating a disturbance of the area by large gatherings or parties shall be grounds for immediate termination of this Agreement.

XXI. **LANDLORD'S LIABILITY.** The Tenant and any of their guests hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from the use of the Premises regardless of the nature of the accident, injury or loss. The Tenant expressly recognizes that any insurance for property damage or loss which



MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

the Landlord may maintain on the property does not cover the personal property of Tenant and that Tenant should purchase their own insurance for their guests if such coverage is desired.

- XXII. ATTORNEY'S FEES. The Tenant agrees to pay all reasonable costs, attorney's fees, and expenses that shall be made or incurred by the Landlord enforcing this agreement.
XXIII. USE OF PREMISES. The Tenant shall use the Premises for residential use only. The Tenant is not authorized to sell products or services on the Premises or conduct any commercial activity.
XXIV. ILLEGAL ACTIVITY. The Tenant shall use the Premises for legal purposes only. Any other such use that includes but is not limited to illicit drug use, verbal or physical abuse of any person or illegal sexual behavior shall cause immediate termination of this Agreement with no refund of pre-paid Rent.
XXV. POSSESSIONS. Any personal items or possessions that are left on the Premises are not the responsibility of the Landlord. The Landlord shall make every reasonable effort to return the item to the Tenant. If claims are not made within the State's required time period or two (2) weeks, whichever is shorter, the Landlord shall be able to keep such items to sell or for personal use.
XXVI. GOVERNING LAW. This Agreement shall be governed and subject to the laws located in the jurisdiction of Premise's location.

Landlord Signature: _____ Date: _____
Print Name: _____
Tenant Signature: _____ Date: _____
Print Name: _____
Tenant Signature: _____ Date: _____
Print Name: _____



COMMON POLICY DECLARATIONS

THIS POLICY IS ISSUED BY THE COMPANY NAMED BELOW

COMPANY NAME: Covington Specialty Insurance Company (A New Hampshire Stock Company)

BRANCH ADDRESS: 945 East Paces Ferry Road, Suite 1800, Atlanta, GA 30326-1160

POLICY NO.: VBA913088 00 PRIOR POLICY: NEW

NAMED INSURED: MS COASTAL PROPERTIES LLC

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.

MAILING ADDRESS: PO BOX 3207 GULFPORT, MS 39505

POLICY PERIOD: From 04/13/2023 to 04/13/2024 12:01 A.M. Standard Time at your Mailing Address above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Table with 2 columns: COVERAGE PARTS and PREMIUM. Rows include Commercial Property, Commercial General Liability, Liquor Liability, Commercial Inland Marine, Commercial Professional Liability, Annual Minimum and Deposit Premium, Audit Period, SL taxes and fees, Terrorism Premium, Other charges, and TOTAL POLICY PREMIUM.

FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS: SEE SCHEDULE OF FORMS AND ENDORSEMENTS - GBA900002

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE FORM(S) AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE CONTRACT OF INSURANCE.

AGENCY NAME / ADDRESS: SAM PARKER GARDNER, JR 10120240
CRC - RIDGELAND, MS
6311 RIDGEWOOD ROAD, SUITE E-401
JACKSON, MS 39211

NO FLAT CANCELLATIONS

Countersigned: 4/18/2023 Date

By: [Signature] Authorized Representative

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**MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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

It came for discussion under new business, a Short-Term Rental for the property located at 820 West Beach Blvd, Unit 5, Tax Parcel 0512I-01-050.005, submitted by Charles and Gay Worley, Summerland Beach House (owner) and Delania Waddell (property manager), as follows:

**MINUTES OF MAY 25, 2023
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: <u>820 W Beach Blvd #5</u>		Tax Parcel # <u>05121-01-050,009</u>					
(Location of Short-Term Rental)							
OWNER'S INFORMATION:							
Property Owner's Name: <u>Charles + Gay Worley - Summerland Beach Hbdr</u>							
Property Owner's Address: <u>198 Winchester Dr. Poplar Bluff</u>							
Property Owner's Mailing Address, if different from above: <u>MO 63901</u>							
City State Zip							
Property Owner's Phone No: <u>573-707-4315</u> Email Address: <u>allenworley@hotmail.com</u>							
Is there a homeowner's association for the neighborhood? <u>No</u> If so, please provide written statement of support of short term rental?							
PROPERTY MANAGER INFORMATION:							
Property Manager's Name: <u>Delania Waddell</u>							
Property Manager's Address: (Must be a local contact)							
<u>117 36th Ave. Gulfport MS, 39501</u>							
City State Zip							
Property Manager's Phone No: <u>228-365-3009</u> Email Address: <u>delaniawaddell@hotmail.com</u>							
PLEASE PROVIDE THE FOLLOWING:							
<ul style="list-style-type: none"> • Mississippi Sales Tax ID # <u>State says Airbnb + VRBO will collect + remit the taxes</u> • Recorded Warranty Deed <input checked="" type="checkbox"/> • Parking Rules & Plan <input checked="" type="checkbox"/> • Trash Management Plan <input checked="" type="checkbox"/> • Copy of Proposed Rental Agreement <input checked="" type="checkbox"/> • Proof of Liability Insurance, which includes short term rental coverage <p style="margin-left: 400px;"><u>We will not be renting it other than on these sites. - See attached email -</u></p>							
ADDITIONAL INFORMATION:							
<ul style="list-style-type: none"> • 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.							
<u>Charles Worley</u>	<u>[Signature]</u>	<u>3-10-23</u>					
PRINT NAME	SIGNATURE	DATE					
BELOW IS FOR OFFICE USE ONLY							
Maximum Occupancy:	Maximum Vehicles allowed:	Number of bedrooms:	Number of people home can accommodate:				
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: _____							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Date Received: <u>5-17-23</u></td> </tr> <tr> <td>Agenda Date: <u>5-25-23</u></td> </tr> <tr> <td>Amount Due/Paid: <u>250.00</u></td> </tr> <tr> <td>Payment Method: <u>1106</u></td> </tr> </table>				Date Received: <u>5-17-23</u>	Agenda Date: <u>5-25-23</u>	Amount Due/Paid: <u>250.00</u>	Payment Method: <u>1106</u>
Date Received: <u>5-17-23</u>							
Agenda Date: <u>5-25-23</u>							
Amount Due/Paid: <u>250.00</u>							
Payment Method: <u>1106</u>							

MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



I, Allen Worley, owner of the property located at 822 W. Beach Blvd #516 Tax Parcel 05121-01-050.005 affirm that I am in compliance with building codes, deed restrictions and/or covenants, and have paid all applicable taxes, fees and other charges. I acknowledge that a violation of the ordinances of the City of Long Beach shall result in the suspension or revocation of the permit.

[Signature]
signature

3-10-23
date



SCANNED



Notary Public
Notary Commission Expires 12/31/2025

Prepared by:
Julien K. Byrne III
Attorney at Law
311 East Second St.
Pasc. Christian, MS 39071
(228) 452-9018
Mississippi Bar Number: 7654

Remits to:
Julien K. Byrne III
Attorney at Law
311 East Second St.
Pasc. Christian, MS 39071
(228) 452-9018

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, ROY C. GAVIN and wife, DANA W. GAVIN, of 2080 STONE BRIDGES DRIVE, BLI OXI, MS 39532, 318-861-5526, do hereby sell, convey and warrant unto ALLEN WORLEY and wife, GAY WORLEY, of 198 WINCHESTER DRIVE, POPLAR BLUFF, MO 63011, 573-713-9278, as joint tenants with full rights of survivorship and not as tenants in common, the following described real property situated in the City of Long Beach, Harrison County, First Judicial District, State of Mississippi, described as:

Lot 5, SEASHORE COTTAGES SUBDIVISION, a subdivision of the City of Long Beach, Harrison County, Mississippi, as per the official map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, First Judicial District, Mississippi, in Plat Book 37, page 43.

Being a part of the same property acquired by Grantor in Special Warranty Deed dated September 20, 2017 and of record as Deed Instrument 2017 6625 D-J1, in aforesaid office.

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

Page 1

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

The above described property forms no part of the homestead of the Grantors herein.

Witness the signatures of the Grantors this 3rd day of February, 2023.

[Signature]
ROY C. GAVIN
[Signature]
DANA W. GAVIN

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally came and appeared before me, the undersigned notary public and for the jurisdiction aforesaid, the within named ROY C. GAVIN and wife, DANA W. GAVIN, who acknowledged that they executed the above and foregoing instrument on the day and in the year therein written.

Given under my hand and official seal of office this 3rd day of February, 2023.

[Signature]
NOTARY PUBLIC
My Commission Expires: 12/31/2025



MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



SCANNED



Prepared by:
Julien K. Byrne III
Attorney at Law
311 East Second St.
Pass Christian, MS 39571
(228) 452-9408
Mississippi Bar Number 7654

Return to:
Julien K. Byrne III
Attorney at Law
311 East Second St.
Pass Christian, MS 39571
(228) 452-9408

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, ROY C. GAVIN and wife, DANA W. GAVIN, of 2080 STONE BRIDGE DRIVE, BILOXI, MS 39532, 318-801-5526, do hereby sell, convey and warrant unto ALLEN WORLEY and wife, GAY WORLEY, of 198 WINCHESTER DRIVE, POPLAR BLUFF, MO 63901, 573-718-9278, as joint tenants with full rights of survivorship and not as tenants in common, the following described real property situated in the City of Long Beach, Harrison County, First Judicial District, State of Mississippi, described as:

Lot 5, SEASHORE COTTAGES SUBDIVISION, a subdivision of the City of Long Beach, Harrison County, Mississippi, as per the official map or plat thereon on file and of record in the office of the Chancery Clerk of Harrison County, First Judicial District, Mississippi, in Plat Book 57, page 43.

Being a part of the same property acquired by Grantor in Special Warranty Deed dated September 20, 2017 and of record as Deed Instrument 2017 6625 D-11, in aforesaid office.

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

File No: 23-0567 WORLEY

Page 1

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

The above described property forms no part of the homestead of the Grantors herein.

Witness the signatures of the Grantors this 3rd day of February, 2023.

Roy C. Gavin
ROY C. GAVIN
Dana W. Gavin
DANA W. GAVIN

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named ROY C. GAVIN and wife, DANA W. GAVIN, who acknowledged that they executed the above and foregoing instrument on the day and in the year therein written.

Given under my hand and official seal of office this 3rd day of February, 2023.

Stephanie R. Goff
NOTARY PUBLIC
My Commission Expires: 10/08/2026



File No: 23-0567 WORLEY

Page 2

MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

FIREARMS and WEAPONS:

The safety and security of our guests is extremely important to us. Our Firearms and Weapons Policy is designed for the protection of our guests and pertains to the presence of firearms and weapons on our premises. We recognize that guests may legally possess firearms or weapons for a variety of legitimate purposes. This policy has been developed to create a safe environment by providing appropriate guidance over the custody of firearms and weapons on our premises. {PDISPNAME} is private property. Guests, who are lawfully permitted to possess a firearm or weapon, may bring such onto our premises for storage purposes only, with the understanding that they are personally responsible for following:

- Guests must abide by all Federal, State, and local laws
- Firearm and weapons must be appropriately registered
- Firearms must be unloaded
- No cleaning of firearms is permitted on premises

Firearms and weapons must be safeguarded and secured in either a locked, hard sided firearm container or a soft gun case provided by the guest at all times and clearly labeled with their name and contact information

Guests who fail to abide by our policy may be asked to leave the premises, are subject to trespass, and may be subject to further legal action. Exempted from this policy are law enforcement officers and designated military personnel who are on-duty and required to carry firearms in the performance of their duties. No exemption to this policy is allowed for private persons, even those licensed and permitted to carry a firearm openly or concealed under local, state, or federal law, are exempt from this policy.

It is our policy to promptly turn over any firearms left on the property to the County Sheriff's Office, and guest may retrieve their firearms from the sheriff.

GRILLS

For fire safety all charcoal grills are prohibited on decks, porches, and balconies. You are subject to immediate eviction if you are found violating this policy. Sorry we cannot guarantee operation or availability of grills. Should you utilize the charcoal grill, be careful to properly dispose of coals to prevent fires.

FIREPIT

Never leave fires unattended. Do not burn trash or plastic. You may purchase firewood locally. We do NOT provide firewood, matches, lighters, kindling, fire starter logs, etc.

SIGHT UNSEEN

We will not give refunds or adjustments if you find the décor or furnishings unacceptable to your preferences. Rates, descriptions, inventories, and furnishings are subject to change without notice. Neither the manager nor the owner will be obligated to neither provide replacements nor give refunds for failure or absence of any items.

CONSTRUCTION

There is always a possibility that construction projects may be in progress near-by during the time of your stay. We cannot predict when or where these jobs will begin or how long they will last. Therefore, we have no control in these situations and no compensation or substitutions to other properties will be considered.

SECURITY CAMERAS

We have outdoor security cameras that are armed between check out and check in, if an issue arises, as well as when the home is vacant. The first camera is at the front entrance, the second overlooks the driveway.

OTHER

Owner may terminate this Agreement upon the breach of any of the terms hereof by Guest. Guest shall not be entitled to the return of any rental monies paid under the terms of this Agreement and shall vacate the Property immediately. Agreement shall be enforced under the laws of the state within which the Rental Property is located, including any applicable rental acts of that state, and represents the entire Agreement. Any amendments must be in writing and signed by both parties. In the event of a dispute, legal action may only be instituted in the county within which the Rental Property is located. If any part of this Agreement shall be deemed unenforceable by law, that part shall be omitted from this Agreement without affecting the remaining Agreement.

If, for any reason, the {PDISPNAME} is not available to you for your time period, {PNAME} is liable only for monies paid to us. We, {MYCO}, are not liable for any accidents or injuries that occur while you are on our property or during your stay.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, Guest has read and agreed to the following:

- I am over the age of 25 and assume responsibility for those in my charge under the age of 25. I hereby assume all legal responsibility for bodily injury to me or to any person on the property as a result of my visit and use, operation or possession of equipment hired or loaned to me. Acknowledging this, I accept complete responsibility for the minor children and myself in my charge and visit the property and equipment and engage in activities or events at my own risk.


**MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

- I will abide by the rules and accept these rental conditions:
- The property I rent will be returned in the same condition in which it was rented and I will be responsible for all damage and/or loss that occurs during my rental period.
- I agree to hold harmless and to indemnify the Owner of the Rental Property against all loss, damage, expense and penalty on account of personal injury or property damage to the rental dwellers, the undersigned or to any minor child or children in the charge of the undersigned, howsoever rising, whether by act or acts or failure to act of the employees, owners or animals of the said company or property owners or not.
- I acknowledge receipt of the property in good order and condition (if found otherwise per my arrival I will contact Manager immediately) and further agree that the Owner of the Rental Property shall not be liable for consequential damages of any kind or nature from whatever cause arising, whether property or equipment is loaned or rented.
- I enter into agreement freely with the Owner of the Rental Property at my own risk, acknowledging the risks inherent in outdoor activities and assume any and all responsibility for the minor children and myself in my charge.
- All parties agree to and will comply with Federal, State and County pollution laws and any other applicable laws and regulations.

By signing below, the Guest agrees to all policies and conditions above and authorizes {MYCO} to charge the Guest's credit card, if necessary, for any charges for excessive cleaning, damages, or broken house rules.

Thank you for choosing our vacation home {PDISPNAME}!

{MYCO}

HOMEOWNERS POLICY NEW BUSINESS DECLARATIONS		
 Johnson & Johnson <small>The Experience of the Best in the Field in the World</small>		POLICY NUMBER: GLS00037095
NAMED INSURED & MAILING ADDRESS ALLEN WORLEY 198 WINCHESTER DR POPLAR BLUFF, MO 63901		CO #: 740 AGENCY NAME & ADDRESS 890257 - CHAD HOWARD MS FARM BUREAU C97 P.O box 2009 Gulfport, MS 39505 (228) 832-3881
Policy Period: From 02/03/2023 to 02/03/2024 12:01 a.m. Standard Time at the Described Location(s)		
This Certificate of Insurance is issued in accordance with the authorization granted and Undersigned by GREAT LAKES INSURANCE SE, Contract Number 3400/23, herein after called "the Company". This insurance applies to the Described Location(s), Coverage for which a Limit or Premium is shown and Perils Insured Against for which a Premium is stated.		
This insurance policy is issued pursuant to Mississippi law covering surplus lines insurance. The company issuing the policy is not licensed by the State of Mississippi but is authorized to do business in Mississippi as a nonadmitted company. The policy is not protected by the Mississippi Insurance Guaranty Association in the event of the Insurer's insolvency.		
MINIMUM EARNED PREMIUM: 25% NO FLAT CANCELLATIONS	HOMEOWNERS POLICY FEE MWUA FEE STAMPING FEE STATE TAX TOTAL PREMIUM	\$4,416.00 \$150.00 \$136.98 \$11.42 \$182.64 \$4,897.04

MINUTES OF MAY 25, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

NAMED INSURED: ALLEN WORLEY		POLICY NUMBER: GLS00037095	
LOCATION #1 - 820 W BEACH BLVD LONG BEACH MS 39560 - HARRISON COUNTY			
COVERAGE	LIMIT	PREMIUM	
HOMEOWNERS			
COVERAGE A - DWELLING (RLCV)	\$450,000	\$4,416.00	
COVERAGE B - OTHER STRUCTURES	\$10,000	INCL	
COVERAGE C - PERSONAL PROPERTY (RCV)	\$135,000	INCL	
COVERAGE D - LOSS OF USE	\$45,000	INCL	
PREMISES LIABILITY	\$500,000	INCL	
COVERAGE F - MEDICAL PAYMENTS TO OTHERS	\$1,000	INCL	
LOSS ASSESSMENT	\$1,000	INCL	
ORDINANCE OR LAW - 10%		INCL	
MOLD	\$5,000	INCL	
WATER BACKUP	\$10,000	INCL	
DEDUCTIBLES			
AOP DEDUCTIBLE: \$2,500			
NAMED STORM DEDUCTIBLE: \$22,500			
			TOTAL BASE PREMIUM: \$4,416.00
RATING FACTORS & UNDERWRITING INFORMATION:			
POLICY FORM: HO3	NUMBER OF STORIES: 2		
OCCUPANCY: TENANT	SQUARE FOOTAGE: 1,971		
DISTANCE TO COAST: 0.1000 MILES	FOR SALE: NO		
TERRITORY:	ON HISTORICAL REGISTRY: NO		
PROTECTION CLASS: 5	IN GATED COMMUNITY: NO		
CONSTRUCTION TYPE: FRAME	RENTAL TERM: WEEKLY		
YEAR OF CONSTRUCTION: 2019	ROOF CONSTRUCTION: SHINGLE RATED FOR HIGH WIND SPEEDS		
YEAR OF WIRING UPDATES: 2019	ROOF GEOMETRY: HIP ROOF		
YEAR OF PLUMBING UPDATES: 2019	ROOF SHEATHING: 30 NAILS 12		
YEAR OF HEATING UPDATES: 2019	ROOF ANCHOR: DOUBLE WRAPS		
YEAR OF ROOFING UPDATES: 2019	OPENING PROTECTION: OTHER/UNKNOWN		
ROOF AGE: 4 YEARS			
# OF NON-WIND LOSSES: NONE			
# OF WIND LOSSES: NONE			
PROTECTIVE DEVICE(S): SMOKE DETECTORS			

This Certificate shall not be valid unless signed by Johnson & Johnson Inc.
 Dated at Charleston, South Carolina on 02/09/2023.

By 

Producing Agent: FRANCIS G JOHNSON

HO2007 (04/07)

Page 2 of 4

NAMED INSURED: ALLEN WORLEY		POLICY NUMBER: GLS00037095	
SCHEDULE OF FORMS AND ENDORSEMENTS			
FORM NUMBER		FORM NAME	
HO 00 03 05 11		HOMEOWNERS 3 - SPECIAL FORM	
HO 34 02 02-17		AIRCRAFT LIABILITY DEFINITION REVISED TO REMOVE EXCEPTION FOR MODEL OR HOBBY AIRCRAFT	
REF5021		APPLICABLE LAW (USA)	
GLK HO 4001 04 12		ASSAULT OR BATTERY EXCLUSION	
REF 2962 (06/02/03)		BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION	
REF 1331 26/4/61		CANCELLATION CLAUSE	
GLISE H8 D CDEE 08/2020		COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT	
GLK 4118 IL 04-17		CONFORMITY OF TERMS ENDORSEMENT	
GLK HO 4011 09 11		CONTINUOUS OR REPEATED SEEPAGE EXCLUSION	
GLK HO 4003 09 11		EARTHQUAKE EXCLUSION NOTICE	
GLK HO 4002 09 11		EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS	
GLK HO 4016 09 11		EXCLUSION - TAINTED DRYWALL MATERIAL	
GLK HO 4004 09 11		EXISTING DAMAGE EXCLUSION	
GLK PL 4149 07 22		FARM/RANCH OPERATIONS EXCLUSION	
GLK HO 4032 01 13		FIREARMS/WEAPONS EXCLUSION	
GLK HO 4005 09 11		FLOOD EXCLUSION NOTICE	
REF5062 04/06/2006		FRAUDULENT CLAIM CLAUSE	
GLISE (I) (09.2020)		GREAT LAKES INSURANCE SE PRIVACY POLICY STATEMENT	
HO2007 (04/07)		HOMEOWNERS DECLARATIONS	
GLK HO 4006 04 12		LEAD EXCLUSION	
HO 04 27 05 11		LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA COVERAGE	
HO 04 95 01 14		LIMITED WATER BACK-UP AND SUMP DISCHARGE OR OVERFLOW COVERAGE	
GLK PL 4144 11 21		MARIJUANA/CANNABIS EXCLUSION	
GLK HO 4017 04 12		MINIMUM RETAINED PREMIUM	
LM09137 06-17		MISSISSIPPI INFORMATIONAL NOTICE FOR SURPLUS LINES PERSONAL LINES POLICES	
GLK PL 4145 11 21		NAMED STORM DEDUCTIBLE ENDORSEMENT (DOLLAR AMOUNT)	
GLK HO 3003 01-19		NOTICE TO POLICYHOLDER GREAT LAKES INSURANCE SE	
GLK PL 4147 03 22		NOTIFICATION OF CLAIMS	
REF 1257 17/3/60		NUCLEAR INCIDENT EXCLUSION CLAUSE	
HO 04 90 05 11		PERSONAL PROPERTY REPLACEMENT COST LOSS SETTLEMENT	
GLK PL 4148 03 22		POLICY PROVISIONS CLAUSE	
REF 5401 11-19		PROPERTY CYBER AND DATA EXCLUSION	
GLK HO 4015 (09/11)		PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION	
REF 1191 (7/5/59)		RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE	
REF 1477 13/2/64		RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE - LIABILITY	
GLK HO 4009 04 12		RESIDENCE PREMISES ONLY LIABILITY COVERAGE	
REF3100 09-10		SANCTION LIMITATION AND EXCLUSION CLAUSE	
GLK PL 4146 11 21		SEASONAL SAFEGUARDS	
GLK HO 4018 10 11		SECTION I - PROPERTY COVERAGE LOSS OF USE	
GLK HO 4019 10 11		SECTION I - PROPERTY COVERAGE OTHER STRUCTURES	
GLK HO 4000 09 11		SECTION II - ANIMAL EXCLUSION	
GLK HO 4013 09 11		SECTION II - TRAMPOLINE EXCLUSION	
REF 2342		SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION U.S.A. & CANADA	
REF1998		SERVICE OF SUIT CLAUSE (U.S.A.)	
HO 04 40 10 10		STRUCTURES RENTED TO OTHERS - RESIDENCE PREMISES	
HO 04 35 05 11		SUPPLEMENTAL LOSS ASSESSMENT COVERAGE	
REF2920		TERRORISM EXCLUSION	
GLK HO 4034 01 13		TOTAL OR CONSTRUCTIVE LOSS	

HO2007 (04/07)

Page 3 of 4

**MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

NAMED INSURED: ALLEN WORLEY	POLICY NUMBER: GLS00037095			
P 001 01 04	US TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS			
<table border="1"> <tr> <td data-bbox="906 298 1040 322">SURPLUS LINES LICENSEE:</td> </tr> <tr> <td data-bbox="906 327 1040 387">Francis G Johnson PO Box 899 Charleston SC 29402</td> </tr> <tr> <td data-bbox="906 392 1040 427">LICENSE #: 10152301</td> </tr> </table>		SURPLUS LINES LICENSEE:	Francis G Johnson PO Box 899 Charleston SC 29402	LICENSE #: 10152301
SURPLUS LINES LICENSEE:				
Francis G Johnson PO Box 899 Charleston SC 29402				
LICENSE #: 10152301				

HO2007 (04/07)

Page 4 of 4

After considerable discussion, Commissioner Glenn made motion, seconded by Vice Chairman Barlow and unanimously carried to table the application until the applicant installs a fire sprinkler and passes inspection by Building Inspector Ryan Ladner.

It came for discussion under new business, a Short-Term Rental for the property located at 101 South Cleveland Avenue, Tax Parcel 0612B-02-002.000, submitted by Karen Blanchard (owner and property manager), as follows:

MINUTES OF MAY 25, 2023
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: <u>101 S. CLEVELAND AVE</u>		Tax Parcel # <u>0612B-02-002.000</u>					
<small>(Location of Short-Term Rental)</small>							
OWNER'S INFORMATION:							
Property Owner's Name: <u>KAREN BLANCHARD</u>							
Property Owner's Address: <u>101 S. CLEVELAND AVE. LONG BEACH, MS. 39560</u>							
Property Owner's Mailing Address, if different from above: <u>SAME</u>							
Property Owner's Phone No: <u>601-744-6250</u>		City	State				
		Zip					
Email Address: <u>Karen.dement@yahoo.com</u>							
Is there a homeowner's association for the neighborhood? <u>NO</u> If so, please provide written statement of support of short term rental?							
PROPERTY MANAGER INFORMATION:							
Property Manager's Name: <u>SAME</u>							
Property Manager's Address: (Must be a local contact)							
		City	State				
		Zip					
Property Manager's Phone No.:		Email Address:					
PLEASE PROVIDE THE FOLLOWING:							
<ul style="list-style-type: none"> • Mississippi Sales Tax ID # <u>92-3969180</u> • Recorded Warranty Deed <input checked="" type="checkbox"/> • Parking Rules & Plan <input checked="" type="checkbox"/> • Trash Management Plan <input checked="" type="checkbox"/> • Copy of Proposed Rental Agreement <input checked="" type="checkbox"/> • Proof of Liability Insurance, which includes short term rental coverage 							
ADDITIONAL INFORMATION:							
<ul style="list-style-type: none"> • 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.							
<u>KAREN BLANCHARD</u>		<u>Karen Blanchard</u>					
PRINT NAME		SIGNATURE					
		DATE					
BELOW IS FOR OFFICE USE ONLY							
Maximum Occupancy:	Maximum Vehicles allowed:	Number of bedrooms:	Number of people home can accommodate:				
<u>2</u>	<u>2</u>	<u>1</u>	<u>2</u>				
I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES; AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.							
Building Official Signature: <u>[Signature]</u>		Date: <u>5/25/23</u>					
Fire Inspector Signature: _____		Date: _____					
COMMENTS: _____							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Date Received: <u>5-18-23</u></td> </tr> <tr> <td>Agenda Date: <u>5-25-23</u></td> </tr> <tr> <td>Amount Due/Paid: <u>250.00</u></td> </tr> <tr> <td>Payment Method: <u>3085</u></td> </tr> </table>				Date Received: <u>5-18-23</u>	Agenda Date: <u>5-25-23</u>	Amount Due/Paid: <u>250.00</u>	Payment Method: <u>3085</u>
Date Received: <u>5-18-23</u>							
Agenda Date: <u>5-25-23</u>							
Amount Due/Paid: <u>250.00</u>							
Payment Method: <u>3085</u>							

MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



KAREN BLANCHARD, owner of the property located at 115 CLEVELAND AVE, Tax Parcel 06128-00-002-000 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.

Karen Blanchard
signature

5/19/2023
date

SCANNED



Prepared by and drawn for:
Schwartz, Ogden & Jordan, PLLC
12209 Hwy 49
Gulfport, MS 39501
(228) 332-8850
Our File No. 148482

Indefinite Instruction: EXCMPT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

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

R. E. LITTLE, an unmarried person
joint tenant and surviving spouse of Murielle Brown Little, deceased
3710 MIRROR LAKE DR.
APOPKA, FL 32703
(407) 764-0153

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

KAREN L. DRMENTI,
an unmarried person
101 S. CLEVELAND AVE.
LONG BEACH, MS 39500
(601) 744-0250

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

All of Lot One (1) and the North 100 feet of the West Half of Lot Two (2) in Block Three (3), of the ORIGINAL TOWN OF LONG BEACH, in Harrison County, State of Mississippi, as shown on the official map or plat thereof on file and of record in Plat Book 11 on Page 6 of the Record of Plats of said County and State.

Said parcel of land having a frontage North on the South margin of First Street of 108 feet, and running back South between parallel lines a distance of 100 feet. Said parcel of land being a part of the land acquired by the Grantors herein by deed dated March 8, 1945 and of record in Book 272 of Page 579-582 of the Record of the Deeds of Harrison County, Mississippi.

Fees and Except that certain parcel conveyed in Deed Book 333 of Page 141 being described as follows:

That part of Lot One (1) in Block Three (3) of the ORIGINAL TOWN OF LONG BEACH, in Harrison County, State of Mississippi, as shown on the Map or Plat thereof on file and of record in Plat Book 11 on Page 6; described as follows, to-wit:

Beginning at the Southwest corner of said Lot One (1) of said Block Three (3) of said Long Beach, and running thence in a Northerly direction along the West line of said Lot One (1) a distance of 10 feet; running thence in an Easterly direction a distance of 62 feet; running thence in a Southerly direction a distance of 10 feet to the South line of said Lot One (1), Block Three (3), and running thence in a Westerly direction a distance of 62 feet, to the Point or Place of Beginning.

Said parcel of land being located in the Southwest corner of said Lot One (1), Block Three (3) of said ORIGINAL LONG BEACH, and is bounded on the North by the land of R. E. Little and wife, on the East by the land of said R. E. Little and wife, on the South by the land of the Grantor herein and on the West by Cleveland Avenue and is further described as being the West 62 feet of the South 10 feet of said Lot one in Block Three as aforesaid.

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

Estimated county ad valorem taxes have been printed between the parties at a part of the consideration for this conveyance. In the event the estimates upon which such portion is based prove to be inaccurate for any reason the Grantee agrees to refund any excess, and the Grantor agrees to pay any deficiency, upon receipt of a copy of the tax statement for the current year and a recapitulation of the tax amount due, issued on a 300 day year.

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

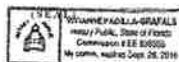
WITNESS THE SIGNATURE of the Grantee on this the 1 day of April, 2014.

R. E. Little
R. E. LITTLE

STATE OF FLORIDA
COUNTY OF SEMIOLA

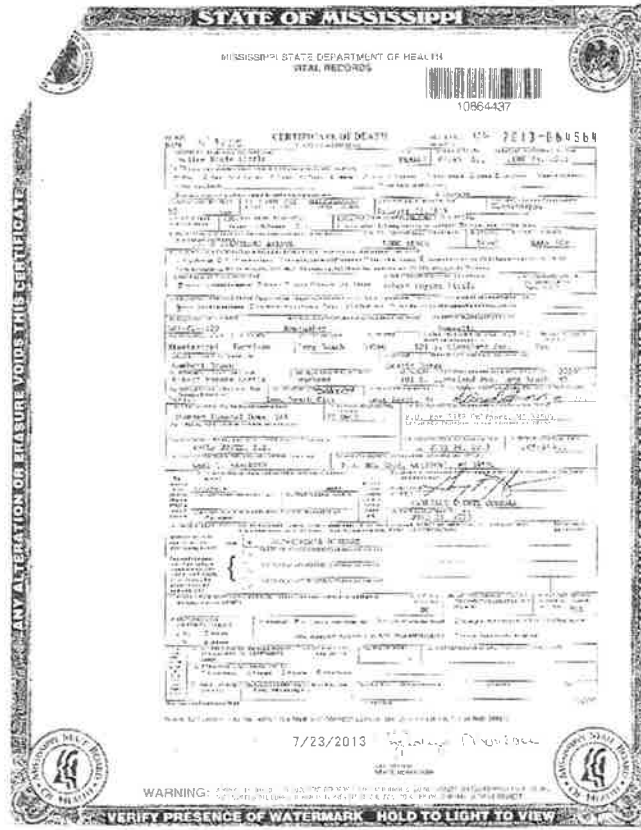
THIS DAY personally appeared before me, the undersigned notary public and by the jurisdiction aforesaid, R. E. LITTLE, who acknowledged that he signed, read and understood the above and foregoing instrument as his voluntary act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal on this 1 day of April, 2014.



Winnie Padilla-Griffals
WINNIE PADILLA-GRIFFALS

MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



STATEMENT OF COMPLIANCE

KAREN BLANCHARD

I, KAREN BLANCHARD, DO ATTEST THAT I HAVE SUBMITTED NECESSARY DOCUMENTATION REQUIRED BY THE CITY OF LONG BEACH, MS. TO USE MY HOME FOR SHORT TERM RENTALS, AND I DO ATTEST TO ABIDE BY RULES AND REGULATIONS SET IN PLACE BY THE CITY OF LONG BEACH, MS.

Karen Blanchard

5/18/2023

PARKING

THE DRIVEWAY CAN BE ENTERED OR EXITED VIA S CLEVELAND OR EAST 1ST ST.

NO MORE THAN 2 CARS PER 2 GUESTS WILL BE ALLOWED PER EACH RENTAL STAY.

Karen Blanchard

5/18/23

MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

TRASH MANAGEMENT

ONLY NORMAL HOUSEHOLD TRASH
WILL BE ALLOWED. TRASH WILL BE PLACED
IN WASTE MANAGEMENT CANS AND PLACED
BY THE STREET ON DESIGNATED TRASH
PICK-UP DAY. (BY PROPERTY MANAGER)

RECYCLE CAN WILL ALSO BE PROVIDED.

Karen Blanchard
5/18/23

State of _____

Rev. 133EF54

VACATION RENTAL SHORT TERM LEASE AGREEMENT

This Vacation Rental Short Term Lease Agreement (this "Agreement") is made by and between _____ ("Owner") and _____ ("Guest") as of the date last written on the signature page of this Agreement. Owner and Guest may be referred to individually as "Party" and collectively as "Parties." For good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Property. The property is described as a _____ with _____ bedrooms and _____ bathrooms located at _____, _____, _____ (the "Property"). The Property is owned by Owner. The Property is fully furnished by Owner and equipped for light housekeeping. The following amenities are included in the Property:

A starter supply of household cleaning and hygiene products may be available in the Property for use. Guest is responsible for purchasing any additional supplies and all food and beverages.

2. Rental Party. All persons in the rental party will be bound by the terms of this Agreement. Only persons listed on this Agreement may stay in the Property. "Rental Party" means Guest plus the following persons:

First Name & Last Name	Relationship to Guest

The total number of adults in the Rental Party will be _____. The total number of children in the Rental Party will be _____.

3. Maximum Occupancy. The maximum number of persons allowed to stay in the Property is limited to _____, unless the Owner gives its prior written consent. A charge of _____ per person per night will be assessed for each person who stays in the Property in addition to the Rental Party. Guest will be charged without notice for additional persons staying in the Property and not disclosed to Owner.

4. Visitors. A visitor is an occupant of the Property who is not staying overnight. The total number of persons permitted in the Property at any given time, including visitors, is _____. Any visitor staying overnight is subject to additional charges. No visitor will be allowed to use the common facilities, including any pools or tennis courts, when Guest is not on the Property.

5. Rental Period & Check-In. The term of this lease will be from _____ ("Arrival Date") to _____ ("Departure Date"). The Property will be ready for Guest's occupancy beginning at _____ on the Arrival Date and the Property must be vacated by _____ on the Departure

MINUTES OF MAY 25, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Date, unless otherwise agreed by Owner. If Guest or any member of the Rental Party remains on the Property beyond the Departure Date, Guest will be responsible to pay the rental rate prescribed in Section 8 below for the period of time between Departure Date and the actual date Guest and all members of the Rental Party vacate the Property. The Property requires a _____ night minimum stay.

6. Keys & Access Codes. Owner will provide Guest with _____ key(s), which will unlock the front door to the Property and _____. Guest is not allowed to make duplicate keys. A fee of _____ will be charged to Guest for failure to return a key. Any attempt to access a locked area is just cause for immediate termination of this Agreement, forfeiture of all rent paid, and Guest will be liable for any missing items or damage. Owner will provide Guest with access codes to the _____.

7. Rental Rules & Restrictions. Guest agrees to abide by the following restrictions by Owner:

If any person in the Rental Party fails to follow any of the Rules, the Rental Party may be asked to vacate the Property and Guest will forfeit all rent paid.

8. Reservation Deposit and Payment. Guest agrees to pay the rent and fees described below (the "Total Amount Due"). A deposit in the amount of _____ (the "Reservation Deposit") is due and payable upon return of this signed Agreement in order to secure Guest's reservation. The Reservation Deposit is non-refundable and will be applied toward the rental rate. Payment in full of the following fees, less the Reservation Deposit, will be due within _____ days before the Arrival Date.

Rental rate of _____ x _____ days	_____
Cleaning service fee	_____
State and local sales/rental taxes (_____)	_____
Total Amount Due	_____
(Less reservation deposit due immediately) (_____)	_____
Total Balance Due	_____

Acceptable payment methods are:

9. Security Deposit. Owner reserves the right, at its discretion, to charge a security deposit at the time of reservation in the amount of _____. This deposit will be refunded after Guest's departure and an inspection of the Property by Owner, less any deductions for damage to the Property or furnishings, excessive mess requiring additional cleaning or other costs incurred outside the normal course due to Guest's stay.

10. Cancellation. If Guest cancels the reservation less than _____ days before the Arrival Date, the Total Amount Due will be forfeited.

Vacation Rental Short Term Rental Agreement (Rev. 133EF54)

2 / 5

11. Cleaning. A cleaning fee of _____ will be charged to the Guest. Daily housekeeping services are not included in the rental rate. Throughout the rental period, Guest will be responsible for keeping the Property clean and in good condition. Any unsafe or dangerous condition must be reported to Owner immediately. Guest acknowledges that on the Arrival Date, the Property is in good condition, except for any defect Guest may report to Owner by the end of the first day following the Arrival Date. The Property should be left in the same condition as it was found by Guest on the Arrival Date. Guest promises to leave the Property in good repair.

12. Furnishings. The following furnishings will be provided with the Property:

Furnishings are subject to change without notice. Furniture, bedding, kitchen equipment, utensils, and any other personal property supplied with the Property must not be removed from the Property. Loss of any items within the Property or damage to the Property or furnishings in excess of normal wear and tear will be charged to Guest. The Property will be inspected by Owner after Guest's departure. All contents of the Property are the property of Owner. If an item should break, Guest must notify Owner immediately. Guest is not permitted to alter the wiring of any television, computer, or gaming equipment.

13. Parking. Parking is limited to _____ spaces. Guest may only park in designated parking area. Any illegally parked cars may be subject to towing and/or fines.

14. Mechanical Failures. Owner attempts to properly maintain the Property. While all electrical and mechanical equipment within the Property are in good working order, Owner cannot guarantee against mechanical failure of electrical service, stopped plumbing, water supply, heating, air conditioning, audio visual equipment, internet access, cable service, or appliances. Guest agrees to report any inoperative equipment or other maintenance problem to Owner immediately. Owner will make every reasonable effort to have repairs done quickly and efficiently. Guest will allow Owner or a person permitted by Owner access to the Property for purposes of repair and inspection. Owner is not responsible for any inconvenience that may occur and no refunds or rent reductions will be made due to failure of such items.

15. Acts of God. If there is a storm or severe weather and a mandatory evacuation order is issued by state or local authorities, Guest shall be entitled to a prorated refund for each night Guest is unable to occupy the Property. Owner will not be liable or deemed in default under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control, including, without limitation, acts of God.

16. Limitation on Liability. Owner is not responsible for any accidents, injuries or illness that occur to any member of the Rental Party or Guest's visitors while in the Property or on the Property. Owner is not responsible for loss of personal belongings or valuables belonging to any member of the Rental Party or any of Guest's visitors. Guest agrees to assume the risk of any harm arising from use of the Property. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL OWNER BE LIABLE TO GUEST OR ANY OTHER PERSON FOR ANY DAMAGES OF ANY NATURE WHATSOEVER INCLUDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR GUEST'S RENTAL OF THE PROPERTY OR USE OF THE PROPERTY. IN NO

Vacation Rental Short Term Rental Agreement (Rev. 133EF54)

3 / 5

**MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

EVENT WILL OWNER BE LIABLE FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF OWNER SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

17. Indemnification. Guest acknowledges that the use of the Property by the Rental Party and Guest's visitors is entirely at their own risk. Guest will indemnify and hold harmless Owner from any and all expenses, costs, damages, suits, actions, or liabilities whatsoever arising from or related to any and all loss of or damage to personal property, injury or death resulting from the use or occupancy of the Property or the failure of any member of Rental Party or Guest's visitors to observe the Rules and restrictions set forth in Paragraph 7.

18. Violation of Agreement. If Guest or any member of the Rental Party violates any of the terms of this Agreement, including but not limited to maximum occupancy, visitors and rental rules and restrictions, Owner may evict Guest and the Rental Party from the Property and Guest will forfeit all rent and security deposit paid.

19. Governing Law. This Agreement and all transactions contemplated by this Agreement will be governed by, and constructed and enforced in accordance with the laws of the State of _____ (not including its conflicts of laws provisions). Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

20. Amendments. This Agreement may be amended or modified only by a written agreement signed by both Owner and Guest.

21. No Waiver. Neither Owner nor Guest shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

22. Severability. If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

23. Notices. Any notice or communication under this Agreement must be in writing and sent via one of the following options:

24. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon Owner, its successors and assigns, and upon Guest and its permitted successors and assigns.


25. Entire Agreement. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all other negotiations, understandings and representations (if any) made by and between the Parties.

Vacation Rental Short Term Rental Agreement (Rev. 133EF54) 4 / 5

SIGNATURES

Owner Signature	Guest Signature
Owner Name	Guest Name
Date	Date

MINUTES OF MAY 25, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

		Coastal American Insurance Company 1105 30th Avenue, Suite 203 Gulfport, MS 39501		Wind-Only Policy Declaration New Business Declaration	
PO Box 82556 Lafayette, LA 70599		Insured Bill		Customer Service: 855-836-4950	
Policy Number MSW0212992-00		From 5/17/2023		To 5/17/2024	
				DECLARATION EFFECTIVE: 5/17/2023	
NAMED INSURED AND ADDRESS:			AGENT:		

KAREN BLANCHARD
101 S CLEVELAND AVE
LONG BEACH, MS 39560

BISHOP INSURANCE AGENCY - BRITTANY
RANDALL (17412/013-000)
14507 LEMOYNE BLVD
BILOXI, MS 39532
(228) 354-0877

INSURED LOCATION:
101 S CLEVELAND AVE
LONG BEACH, MS 39560

PREMIUM SUMMARY		POLICY FEES / SURCHARGES	TOTAL POLICY PREMIUM
BASIC COVERAGES PREMIUM	ATTACHED ENDORSEMENTS PREMIUM		
			\$3,091

PRODUCT	CONST TYPE	YEAR	USE	# FAMILY	OWNER OCC	PROT CLASS	TERRITORY	FLOOD ZONE
Wind Only	HardBoard	1948	Primary	1	Owner		31A	X

Coverages - Section I

Coverage	Limit/Pct	Premium
Coverage A - Dwelling	\$263,000	\$2,731
Coverage C - Personal Property	\$25,000	\$260

Basic Coverages Premium	\$2,991
Attached Endorsements Premium	\$0
Annual Policy Premium	\$2,991
Policy Fee	\$100

Total Policy Premium \$3,091

Named Storm Deductible: (5%) \$13,150
Wind/Hail Deductible: \$5,260 (2%)

CAIC HQ3W DEC 01 15

Page 1 of 3

Named Insured(s): **KAREN BLANCHARD** Policy Number: **MSA59018**

Other Coverages and Endorsements:	Form Number	Limit	Premium
Dwelling Property 3 -Special Form	DP 00 03 12 02		
Special Provisions Liability	ASI DL MS SP 12 12		
Special Provisions - Mississippi	ASI DP MS SP 05 14		
No Coverage For Home Day Care Business	DL 24 16 12 02		
Premises Liability	ASI DL PL 02 09		
Lead Liability Exclusion	ASI DP LD 09 10		
Limited Water Damage Coverage	ASI DP LWD 05 07		
Personal Liability	DL 24 01 12 02		
Additional Insured - Liability	DL 24 10 12 02		
Limited Fungi, Wet or Dry Rot or Bacteria Coverage - \$5,000	DP 04 22 12 02		
Additional Insured	DP 04 41 12 02		
Actual Cash Value Loss Settlement	DP 04 76 12 02		
Additional Interests	HO 04 10 10 00		
PC / Construction Factor			101.27
Short Term Rental			461.58
Short Term Rental (Contents)			87.95
Months Renter Occupied			507.74
Months Renter Occupied (Contents)			96.74
Theft Coverage (Contents)	ASI DP MS IT 01 10		33.90
Financial Responsibility			-1117.03
Financial Responsibility (Contents)			-219.61
PC / Construction Factor (Contents)			13.83
Burglar Protection	DP 04 70 12 02		-12.20
Contents Discount			-223.41
Age of Dwelling			227.81
Age of Dwelling (Contents)			57.83
All Other Perils Deductible		1000	-15.61
All Other Perils Deductible (Contents)			-3.96
Exclude Wind	DP 04 37 12 02		-3691.80
Exclude Wind (Contents)			-725.87
Vandalism Extension Endorsement	ASI DP VAC 07 14		49.41
Vandalism Extension Endorsement (Contents)			19.14
Inspection Fee			25.00
E-Policy (Paperless)			-10.00
Fixed Base Premium			75.00
Water Backup Coverage	ASI DP WBU 06 11	5000	55.00
Non-Structural Hail Loss Limitation	ASI DP HL 11 07		-121.73
Replacement Cost Contents	HO 04 90 10 00		228.01

Additional Insured: 3 Oaks Cottage LLC 101 S Cleveland Ave Long Beach, MS 39560 Interest: Co-Owner	Additional Interest: 3 Oaks Cottage LLC 101 S Cleveland Ave Long Beach, MS 39560 Interest: Co-Owner
--------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------

Rating Information:

Construction Type:	Frame
Type of Residence:	Single Family
Year Built:	1948
Total Square Feet:	1,592
ASI Territory:	701
County:	HARRISON

**MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

PLEASE READ YOUR POLICY DOCUMENTS CAREFULLY AS SPECIAL CONDITIONS AND EXCLUSIONS APPLY.
THESE INCLUDE, AMONG OTHERS:

- 1. NO LIABILITY FOR RECREATIONAL VEHICLES
- 2. NO LIABILITY COVERAGE FOR ANIMALS
- 3. LIMITED LIABILITY FOR WATERCRAFT
- 4. NO LIABILITY COVERAGE FOR LEAD
- 5. NO LIABILITY COVERAGE FOR ESCAPED LIQUID FUEL SYSTEMS

Notes:

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

It came for discussion under new business, a Short-Term Rental for property located at 55 Oak Alley Lane, Tax Parcel 0512J-03-066.055, submitted by Oaks of Long Beach II, LLC (owner) and Eric Lefort (property manager), as follows:

MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

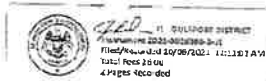
CITY OF LONG BEACH, MISSISSIPPI											
APPLICATION FOR SHORT-TERM RENTAL											
PHYSICAL ADDRESS: 201 JEFF DAVIS AVENUE LONG BEACH, MS 39560	PHONE: (228) 863-1554 FAX: (228) 863-1558	MAILING ADDRESS: POST OFFICE BOX 929 LONG BEACH, MS 39560									
PROPERTY INFORMATION:											
ADDRESS: <u>55 OAK ALLEY LANE, L.B., 39560</u>		Tax Parcel # <u>0512j-03-066.055</u>									
(Location of Short-Term Rental)											
OWNER'S INFORMATION:											
Property Owner's Name: <u>OAKS OF LONG BEACH II, LLC</u>											
Property Owner's Address: <u>2004 BAYOU LA PORTE, BILOXI, MS 39531</u>											
Property Owner's Mailing Address, if different from above: <u>SAME AS ABOVE</u>											
		City	State								
Property Owner's Phone No: <u>228-547-6652</u>		Email Address: <u>young.art@gmail.com</u>									
Is there a homeowner's association for the neighborhood? <u>Y</u> If so, please provide written statement of support of short term rental?											
PROPERTY MANAGER INFORMATION:											
Property Manager's Name: XXXXXXXXXXXX <u>ERIC LEFORT</u>											
Property Manager's Address: (Must be a local contact)											
<u>2004 BAYOU LA PORTE</u>		<u>BILOXI</u>	<u>MS</u>								
<u>228-264-0274</u>		City	State, Zip								
Property Manager's Phone No: XXXXXXXXXXXX		Email Address: XXXXXXXXXXXX									
PLEASE PROVIDE THE FOLLOWING:											
<input checked="" type="checkbox"/>	Mississippi Sales Tax ID #	<u>87-2811446</u>									
<input checked="" type="checkbox"/>	Recorded Warranty Deed										
<input checked="" type="checkbox"/>	Parking Rules & Plan										
<input checked="" type="checkbox"/>	Trash Management Plan										
<input checked="" type="checkbox"/>	Copy of Proposed Rental Agreement										
<input type="checkbox"/>	Proof of Liability Insurance, which includes short term rental coverage										
ADDITIONAL INFORMATION:											
<ul style="list-style-type: none"> 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.											
<u>ART YOUNG</u>		<u>4/27/23</u>									
PRINT NAME		DATE									
<u>[Signature]</u>											
SIGNATURE											
BELOW IS FOR OFFICE USE ONLY											
Maximum Occupancy: <u>4</u>	Maximum Vehicles allowed: <u>2</u>	Number of bedrooms: <u>2</u>	Number of people home can accommodate: <u>4</u>								
I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES, AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.											
Building Official Signature: <u>[Signature]</u>		Date: <u>5/24/23</u>									
Fire Inspector Signature: _____		Date: _____									
COMMENTS: _____											
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Date Received: <u>5-18-23</u></td> <td style="width: 50%;"></td> </tr> <tr> <td>Agenda Date: <u>5-23-23</u></td> <td></td> </tr> <tr> <td>Amount Due/Paid: <u>250.00</u></td> <td></td> </tr> <tr> <td>Payment Method: <u>1338</u></td> <td></td> </tr> </table>				Date Received: <u>5-18-23</u>		Agenda Date: <u>5-23-23</u>		Amount Due/Paid: <u>250.00</u>		Payment Method: <u>1338</u>	
Date Received: <u>5-18-23</u>											
Agenda Date: <u>5-23-23</u>											
Amount Due/Paid: <u>250.00</u>											
Payment Method: <u>1338</u>											

MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



I, ANTYUWIC, owner of the property located at 59 Oak Alley Lane, Tax Parcel 0511-05-002.058 affirm that I am in compliance with building codes, deed restrictions and/or covenants, and have paid all applicable taxes, fees and other charges. I acknowledge that a violation of the ordinances of the City of Long Beach shall result in the suspension or revocation of the permit.

[Signature]
signature
4/11/23
date



Prepared by & return to:
Schwartz, Ogler & Jordan, PLLC
12206 Highway 49
Gulfport, MS 39283
228-832-8550
Our File: 2-2188

Index as follows:
Lots 49-57, 65-67, 72, 75-90, The
Oaks of Long Beach S/D, Harrison
County, 1st J.D., MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

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

THE OAKS OF LONG BEACH, LLC
A Mississippi Limited Liability Company
P.O. BOX 1482
SUDELL, LA 70469
(504) 812-2031

Does hereby sell, convey and warrant unto

OAKS OF LONG BEACH II, LLC
A MS Limited Liability Company
2004 BAYOU LAPORTE DRIVE
BILOXI, MS 39531
(228) 547-6652

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

Lots Forty Nine (49), Fifty (50), Fifty-One (51), Fifty-Two (52), Thirty-Three (53), Fifty-Four (54), Fifty-Five (55), Fifty-Six (56), Fifty-Seven (57), Sixty-Five (65), Sixty-Six (66), Sixty-Seven (67), Seventy-Two (72), Seventy-Five (75), Seventy-Six (76), Seventy-Seven (77), Seventy-Eight (78), Seventy-Nine (79), Eighty (80), Eighty-One (81), Eighty-Two (82), Eighty-Three (83), Eighty-Four (84), Eighty-Five (85), Eighty-Six (86), Eighty-Seven (87), Eighty-Eight (88), Eighty-Nine (89) and Ninety (90), THE OAKS OF LONG BEACH SUBDIVISION, a subdivision according to the official map or plat thereof on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 45 at Page 9 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

DEED BOOK 21 DULACOURT DISTRICT 11

assessments applicable to subject property, and subject to any and all prior recorded encumbrances, mortgages and liens of oil, gas and minerals by previous owners.

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

IN WITNESS WHEREOF, THE OAKS OF LONG BEACH, LLC has caused this conveyance to be executed by its duly authorized officer, having first been duly authorized to do so, on this 5th day of October, 2021.

THE OAKS OF LONG BEACH LLC

BY: [Signature]
EMERSON P. LOGA, III, Manager/Member

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, EMERSON P. LOGA, III, who acknowledged that he is the Manager/Member of THE OAKS OF LONG BEACH II, LLC, and in his said and true, he signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year there mentioned after having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this 4th day of October, 2021

[Signature]
NOTARY PUBLIC

My Commission Expires: _____



MINUTES OF MAY 25, 2023 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

PARKING: Please park only in the two designated parking spaces in the driveway. No parking on street or grass.

LOUD NOISES: Please respect your neighbors. No loud music or noise after 9pm.

WIFI: Log on to Network named 55 Oak Alley. The password is: Guest@CLB

TRASH: Please put your trash in the trash cans located directly in front of the townhouse. The trash company will pick up the trash every Monday morning.

Please show respect to the property. We hope you can enjoy, relax and unwind during your stay. Please reach out to us with any questions.

Emergency Contact Eric @ 228-264-0274

RENTAL AGREEMENT

Vacation renters/tenants will have to oblige by the house rules of the following proposed rules:

- 1.) No more than 6 people in the rental
- 2.) Two night minimum stay
- 3.) No parties or large gatherings
- 4.) Two car maximum. Must park in driveway
- 5.) Respect your neighbors/neighborhood. No Loud noise after 8pm.
- 6.) Place trash at outside trash cans.
- 7.) Fire extinguishers are located on both floor in case of an emergency
- 8.) Please call asap if any issue/safety/concerns to Eric at 228-264-0274

If you are unable to follow these rules you will not be able to rent at this property or you will be asked to leave and your stay will be terminated immediately.

Renter Print Name: _____
Renter Signature _____ Date: _____



Date 05/16/2023

CERTIFICATE OF INSURANCE

How Homestead:
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policy referenced herein.

All Other States:
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policy referenced herein.

If the exact line policy is canceled prior to the expiration date, notice will be delivered in accordance with the policy provisions.

YOU AS NAMED INSURED AND YOUR ADDRESS
DANA OF LONG BEACH LLC
204 BAYOU LARONIE DR
SUITE 303
LONG BEACH, MS 38901-0303

Policy Number: 381-801286009-01
Policy Period: From 05/01/2023 To 05/31/2023 12:01 A.M. Standard Time
Effective Date of Change: (N/A only)
Underwritten by: Foremost Insurance Company Grand Rapids, Michigan NAIC# 11195

TRAVELING INFORMATION Second National (NM only)
Address: Unit Covered: (NM only)
35 JAW ALLEY LN LONG BEACH MS 38901-8300
Policy Form: Grand OFP Grouping Code: Vacation / Short-Term Rental

ADDITIONAL INTEREST #1 Loan Number: _____

ADDITIONAL INTEREST #2 Loan Number: _____

To obtain additional policy information, please contact:
Agent Name: MAXWELL INSURANCE GROUP INC
Telephone Number: 228-207-836

MINUTES OF MAY 25, 2023
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

FOREMOST INSURANCE GROUP (CONTINUED)
Policy Number: 981-6012360509-01

Coverages: This policy provides only the coverages as shown below and your additional coverages described in the policy.

COVERAGES / ENDORSEMENTS	Amounts of Insurance / Limits of Liability
Unit Owners Building	\$100,000
Personal Property	\$10,000
Loss of Rents	\$10,000
Premises Liability	\$500,000
Medical Payments	\$1,000

SECTION I - DEDUCTIBLE
Section I losses or Amounts of Insurance are subject to a deductible of **\$10,000** unless stated otherwise in your policy including Endorsements.

TOTAL ANNUAL PREMIUM	\$1,039.00
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Payment Mailing Address information: <<Include Policy Number>>
Foremost Insurance Group, P.O. Box 0915, Carol Stream, IL 60132-0915
* The Total Annual Premium listed is the yearly policy cost. Any policy payments made are not reflected in this amount. See the most recent policy bill for the current amount due.

For Flood Verification - Check if applicable:
 This document serves as verification that the policy listed includes the peril of flood.

For Golf Cart Liability Verification (Applies to Owner-Occupied and Tenant MH only)
All States Except North Carolina - Golf cart liability is insured unless the cart:
1 - is used for farming or ranching; or
2 - is required to be licensed by applicable state law

For Certificate issued in Louisiana:	A Dept. of no. LDI	Cert. of Ins. COI	Assignor LCI No. N/A	Date (mm/yyyy) N/A
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APR 25 2023 10:19 AM
PAGE 2

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

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

APPROVED:

Chairman Frank Olavar

DATE: _____

ATTEST: _____

Tina M. Dahl, Minutes Clerk