

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

AGENDA

OCTOBER 24, 2019

REGULAR MEETING OF THE PLANNING and DEVELOPMENT COMMISSION

CITY OF LONG BEACH, MISSISSIPPI

5:30 O'CLOCK P.M.

LONG BEACH CITY HALL

MEETING ROOM

201 JEFF DAVIS AVENUE

**I. CALL TO ORDER**

**II. ROLL CALL AND ESTABLISH QUORUM**

**III. PUBLIC HEARINGS**

1. Zone Text Change- Vehicle Storage Yards
2. Short-Term Rental- 102 Pitcher Point, Tax Parcel 0512J-01-072.000, Submitted by John and Kathy Leffert
3. Short-Term Rental- 121 South Lang Avenue, Tax Parcel 0512H-02-005.000, Submitted by Tammy Lewis (owner) and Lynn Healy (property manager)
4. Short-Term Rental- 429 Magnolia Street, Tax Parcel 0612F-02-045.000, Submitted by Charles and Jan Serpente (owners) and Tanya Darrow (property manager)

**IV. ANNOUNCEMENTS**

**V. APPROVE MINUTES**

1. October 10, 2019

**VI. UNFINISHED BUSINESS**

**VII. NEW BUSINESS**

1. Certificate of Resubdivision- 601 North Island View Avenue, Tax Parcel 0612D-02-001.000, Submitted by Debbie Curtis
2. Replat of Castine Pointe Phase 2, Submitted by Steve Drown

**VIII. DEVELOPMENT & RESEARCH**

**IX. ADJOURN**

**\*\*\*NOTES\*\*\***

\*\*All decisions made at this meeting are subject to a ten (10) day appeal for a Public Hearing and/or the Mayor and Board of Aldermen approval on November 5, 2019.

\*\*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.

Be it remembered that four (4) Public Hearings before the Long Beach Planning and Development Commission, Long Beach, Mississippi, were begun at 5:30 o'clock p.m., Thursday, October 24, 2019, in said City, and the same being the time, date and place fixed for holding said Public Hearings.

There were present and in attendance on said Commission and at the Public Hearings the following named persons: Commission Chairman Frank Olaivar, Commissioners Shawn Barlow, Jeff Hansen Eddie Seal, Larry Ward, Kevin McKenzie and Junior Husband, City Consultant Bill Hessel, Building Official Mike Gundlach, and Minutes Clerk Tina M. Dahl.

Absent the Public Hearings was Commissioner Mark McMillan.

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

\*\*\*\*\*

Commissioner Seal read the Opening Statement for the Planning and Development Commission.

\*\*\*\*\*

The first Public Hearing to consider an application for a change in the zoning text in accordance with the Comprehensive Long Beach Unified Land Ordinance. The City proposes to amend the following Sections, as follows:

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

City of Long Beach



LEGAL NOTICE
PUBLIC HEARING

In accordance with Article XIX of the Comprehensive Long Beach Unified Land Ordinance 598 of the City of Long Beach, Mississippi (2013) as amended, notice is hereby given advising that the Planning Commission for the City of Long Beach will hold a public hearing for the purpose of considering a zoning text change.

Long Beach Planning Commission has filed an application for a change in the zoning text in accordance with the Comprehensive Long Beach Unified Land Ordinance. The City proposes to amend the following Sections as shown below.

Amend Section 14: Definitions of Basic Terms

Add: Vehicle Storage Yard. The keeping outside of an enclosed building for more than 48 consecutive hours of one or more motor vehicles (except inoperable vehicles) boats, trailers or unoccupied recreational vehicles. The term Vehicle Storage Yard does not include Junkyard.

Amend Section 105: Chart of Uses

Add to: Motor Vehicle Related Sales and Service

Table with 2 columns: I-1, I-2. Row 1: Vehicle Storage Yards, X, R

Amend Section 128: Recreational Vehicles

Change subsection (i) to correct and revise the reference to the "City of Gulfport" to correctly refer to the City of Long Beach

Amend Section 143: Accessory Building Setbacks

Change to correct and revise reference to Section 103 to correctly refer to Section 105, and

Change to correct and revise the reference to Section 152 to correctly refer to Section 142

The proposed amendments to the Comprehensive Long Beach Unified Land Ordinance stated above will be available for review and copies are available at the Long Beach Planning Office until 1:00 p.m. the day of the public hearing.

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The purpose of this proposed change is to promote uniformed development and encourage public safety, thereby enhancing the quality of life for all Long Beach residents. A public hearing to consider the above zoning text change will be held in the City of Long Beach, Mississippi 39560, Thursday, October 24, 2019, at 5:30 p.m., in the Long Beach City Hall located on Jeff Davis Avenue. The City encourages all residents, groups and organizations to contact the City if they have any questions concerning the petition.

/s/ signed  
Chairman  
Planning Commission

The Clerk reported that notices of Public Hearing were posted on the bulletin boards at City Hall, the Building Official's Office and the Water Department, 201 Jeff Davis Avenue and at the Long Beach Public Library, 209 Jeff Davis Avenue; Said notice was ordered as part of these proceedings:

Proof of Publication

**PUBLIC HEARING**

In accordance with Article XIX of the Comprehensive Long Beach Unified Land Ordinance 998 of the City of Long Beach, Mississippi (2013) as amended, notice is hereby given advising that the Planning Commission for the City of Long Beach will hold a public hearing for the purpose of considering a zoning text change.

Long Beach Planning Commission has filed an application for a change in the zoning text in accordance with the Comprehensive Long Beach Unified Land Ordinance. The City proposes to amend the following Sections as shown below.

**Amend Section 14: Definitions of Basic Terms**  
 Add: Vehicle Storage Yard. The keeping outside of an enclosed building for more than 48 consecutive hours of one or more motor vehicles (except inoperable vehicles) boats, trailers or unoccupied recreational vehicles. The term Vehicle Storage Yard does not include Junkyard.

**Amend Section 185: Chart of Uses**  
 Add to: Motor Vehicle Related Sales and Service

Vehicle Storage Yards	I-1	I-2
	X	R

**Amend Section 128: Recreational Vehicles**  
 Change subsection (3) to correct and revise the reference to the "City of Gulfport" to correctly refer to the City of Long Beach.

**Amend Section 143: Accessory Building Setbacks**  
 Change to correct and revise reference to Section 103 to correctly refer to Section 102, and  
 Change to correct and revise the reference to Section 152 to correctly refer to Section 142.

The proposed amendments to the Comprehensive Long Beach Unified Land Ordinance stated above will be available for review and copies are available at the Long Beach Planning Office until 10:00 p.m. the day of the public hearing.

The purpose of this proposed change is to promote uniformed development and safety, thereby enhancing the quality of life for all Long Beach residents. A public hearing to consider the above zoning text change will be held in the City of Long Beach, Thursday, October 24, 2019, at 5:30 p.m., in the Long Beach City Hall located on Jeff Davis Avenue. The City encourages all residents, groups and organizations to contact the City if they have any questions concerning the petition.

/s/ signed  
Chairman  
Planning Commission

**STATE OF MISSISSIPPI  
COUNTY OF HARRISON**

PERSONALLY appeared before me the undersigned notary in and for said County and State, HUNTER DAWKINS, publisher of THE GAZEBO GAZETTE, a newspaper printed and published in Harrison County, who being duly sworn, deposes and says the publication of this notice hereunto attached has been made to the publication \_\_\_\_\_ weeks in the following numbers and on the following dates of such paper:

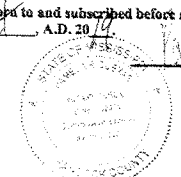
Vol. 277 No. 46 dated 10 day of 7, 2019  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_

Affiant further states on oath that said newspaper has been established and published continuously in said county for period of more than twelve months prior to the first publication of said notice.

*[Signature]*  
Publisher

Sworn to and subscribed before me this 14 day of October, A.D. 2019.

*[Signature]*  
Notary Public



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

Commissioner Barlow made motion, seconded by Commissioner Ward and unanimously carried to close the Public Hearing.

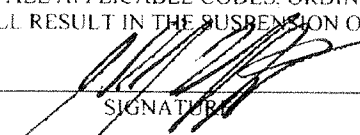
After considerable discussion, Commissioner Seal made motion, seconded by Commissioner McKenzie and unanimously carried to approve the Zone Text Change.

\*\*\*\*\*

The second Public Hearing to consider a Short-Term Rental located at 102 Pitcher Point, Tax Parcel 0512J-01-072.000, submitted by John and Kathy Leffert as follows:

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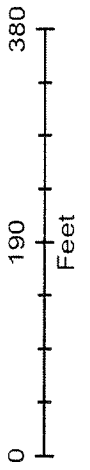
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CITY OF LONG BEACH, MISSISSIPPI											
APPLICATION FOR SHORT-TERM RENTAL											
<b>PHYSICAL ADDRESS:</b> 201 JEFF DAVIS AVENUE LONG BEACH, MS 39560	<b>PHONE:</b> (228) 863-1554 <b>FAX:</b> (228) 863-1558	<b>MAILING ADDRESS:</b> POST OFFICE BOX 929 LONG BEACH, MS 39560									
<b>PROPERTY INFORMATION:</b> ADDRESS: <u>102 Pitcher Point</u> Tax Parcel # <u>05123-01-072.000</u> <small>(Location of Short-Term Rental)</small>											
<b>OWNER'S INFORMATION:</b> Property Owner's Name: <u>John &amp; Kathy LeFFert</u> Property Owner's Address: <u>3620 East christlaw school Rd. Hartsburg, Mo 65039</u> Property Owner's Mailing Address, if different from above: <u>P.O. Box 502</u> <u>Ashland</u> <u>MO</u> <u>65010</u> <small>City State Zip</small> Property Owner's Phone No.: <u>573-673-4546</u> Email Address: <u>leFFert13@earthlink.net</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?											
<b>PROPERTY MANAGER INFORMATION:</b> Property Manager's Name: <u>Manford &amp; Karen Poho</u> Property Manager's Address: (Must be a local contact) <u>105 Pitcher Point</u> <u>Long Beach</u> <u>MS</u> <u>39560</u> <small>City State Zip</small> Property Manager's Phone No.: <u>513-448-7911</u> Email Address:											
<b>PLEASE PROVIDE THE FOLLOWING:</b> <ul style="list-style-type: none"> <li>• Mississippi Sales Tax ID # <u>84-2886819</u></li> <li>• Recorded Warranty Deed</li> <li>• Parking Rules &amp; Plan</li> <li>• Trash Management Plan</li> <li>• Copy of Proposed Rental Agreement</li> <li>• Proof of Liability Insurance, which included short term rental coverage</li> </ul>											
<b>ADDITIONAL INFORMATION:</b> <ul style="list-style-type: none"> <li>• OWNERSHIP: Please provide a recorded warranty deed</li> <li>• FEES: \$200, nonrefundable application fee, plus mailing cost. \$100, yearly renewable fee. Checks should be made payable to the City of Long Beach.</li> <li>• LICENSE: A Privilege Tax License must be applied and paid for after approval (\$20/yearly fee).</li> <li>• INCOMPLETE APPLICATIONS will not be processed.</li> </ul>											
<b>AFFIDAVIT</b> I HEREBY CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT ALL INFORMATION CONTAINED HEREIN TRUE AND CORRECT; I ACKNOWLEDGE RECEIPT OF AND AGREE TO COMPLY WITH THE RULES & REGULATIONS OF SHORT TERM RENTALS (Ord 622), ALL APPLICABLE CODES, ORDINANCES AND STATE LAWS. VIOLATION OF ANY CODES OR REGULATIONS SHALL RESULT IN THE SUSPENSION OR REVOCATION OF THE PERMIT.											
<u>John J LeFFert</u> <small>PRINT NAME</small>	 <small>SIGNATURE</small>	<u>8/27/19</u> <small>DATE</small>									
BELOW IS FOR OFFICE USE ONLY											
Maximum Occupancy:	Maximum Vehicles allowed:	Number of bedrooms:	Number of people home can accommodate:								
<u>8</u>	<u>6</u>	<u>3</u>	<u>8</u>								
I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES; AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.											
Building Official Signature: <u>Mauph Seld</u>		Date: <u>10/14/2019</u>									
Fire Inspector Signature: <u>Jessaly Davel</u>		Date: <u>10/14/2019</u>									
COMMENTS: _____											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Date Received: <u>9-9-19</u></td> <td style="width: 50%;"></td> </tr> <tr> <td>Agenda Date: <u>10-24-19</u></td> <td></td> </tr> <tr> <td>Amount Due/Paid: <u>200.00</u></td> <td></td> </tr> <tr> <td>Check #: <u>1881</u></td> <td></td> </tr> </table>				Date Received: <u>9-9-19</u>		Agenda Date: <u>10-24-19</u>		Amount Due/Paid: <u>200.00</u>		Check #: <u>1881</u>	
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Amount Due/Paid: <u>200.00</u>											
Check #: <u>1881</u>											

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0512J-01-072.000, 102 Pitcher Point



HARRISON COUNTY, MISSISSIPPI

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

MAP DATE: September 11, 2019



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SCANNED



1st. District District  
Instrument 2017 7501 D -J1  
Filed/Recorded 10/18/2017 01:55 P  
Total Fees \$ 12.00  
9 Pages Recorded

PREPARED BY:  
Law Offices of  
LAURA F. PAUTK, PLLC  
16127 Orange Grove Road  
Gulfport, MS 39503  
228-831-1818  
LFP File No.: 1706181  
MS Bar No.: 10733

Return To:  
Law Offices of  
LAURA F. PAUTK, PLLC  
16127 Orange Grove Road  
Gulfport, MS 39503  
228-831-1818  
LFP File No.: 1706181


STATE OF MISSISSIPPI

COUNTY OF HARRISON

WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid this date, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged,

John D. Riser and wife, Virginia Riser also known as Virginia E. Riser, Grantees  
13449 Spring Water Drive  
Gulfport, MS 39503  
228-760-9366



do hereby sell, convey and warrant unto

John Jacob Leffert and wife, Kathy Sue Leffert, Grantees  
3620 E. Christian School Rd.  
Harrisburg, MO 65039  
573-573-4546,

as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property being located in Harrison County, Mississippi, more particularly described as follows:

(See Exhibit A attached)

INDEXING INSTRUCTIONS: Lot 37, Pitcher Point S/D, Harrison Co., MS

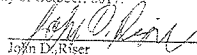
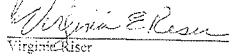
It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis and are assumed by the Grantees. When said taxes are actually determined, if the proration as of this date is incorrect, the Parties hereto agree to pay on the basis of an actual proration.

This conveyance is made expressly subject to any and all restrictive covenants, rights-of-way, easements, and mineral reservations and any other rights now of

RECORD

record which effect the above described property.

WITNESS MY SIGNATURE, this the 12th day of October, 2017.

  
John D. Riser  
  
Virginia E. Riser

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned Notary Public in and for the above named jurisdiction, the within named, John D. Riser and Virginia Riser, who severally acknowledged that they signed and delivered the foregoing instrument on the day and year therein stated.

Given under my hand and seal, this the 12th day of October, 2017.

  
NOTARY PUBLIC

My Commission Expires:



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EXHIBIT A

LEGAL DESCRIPTION

Lot Thirty-Seven (37), PITCHER POINT SUBDIVISION, 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 Harrison County, Mississippi.



EXHIBIT

3

102 Pitcher Point,  
Long Beach, MS 39560

Parking Rules & Plan: Parking to be in driveway under the house only if renting home. No more than 4 cars are allowed.

Trash management Plan: Trash and Recyclables will be placed in the appropriate receptables during & after rental of house. Management will set containers on curb for Monday pick up and then retrieve receptables and secure under house.

Noise Ordinance: Quiet time is between 9:00pm and 7:00am. City Ordinance on Nuisance and Quiet time apply.

Posting Rules: Posting of all rules will be placed in a 3-ring binder and placed in a prominent spot inside of the house. We plan to book thru Airbnb and use their rental agreement contract.

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SHORT TERM RENTAL AGREEMENT

1. The Parties

This agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between \_\_\_\_\_ [name of tenant] of \_\_\_\_\_ [address of tenant]

Hereinafter referred to as "Tenant", and \_\_\_\_\_ [name of landlord] of \_\_\_\_\_ [address of landlord] Hereinafter referred to as "Landlord".

2. The Property

Property Location: 102 Pitcher Point, Long Beach, MS 39560

3. Period and Guests

Total people in renting party consists of \_\_\_\_ Adults, \_\_\_\_ Children, and not to exceed \_\_\_\_.

Rental period begins at \_\_\_\_:\_\_\_\_ AM PM on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and ends at \_\_\_\_:\_\_\_\_ AM PM on the day of \_\_\_\_\_, 20\_\_.

4. Rental Amount

Total rental amount for the period is \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

or equal to \_\_\_\_\_ Dollars (\$\_\_\_\_\_ ) per night.

5. Fees, Taxes, and Deposit

Cleaning Fee: \$\_\_\_\_\_

Security Deposit: \$\_\_\_\_\_

Taxes: \$\_\_\_\_\_

Page 1 of 6

Other \_\_\_\_\_ : \$\_\_\_\_\_

Total Deposit and Fees Due with Signed Agreement: \$\_\_\_\_\_

6. Termination

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

7. Phone Calls

Long distance phone calls shall be billed to the Tenant and deducted from their Security Deposit at the end of the rental period.

8. Maintenance and Repairs

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

9. Trash

The Tenants shall dispose of all waste material generated during the rental period in the following area: trashcans

10. Pets (Check One)

No animals or pets of any kind will be brought onto the premises.

The following animals or pets are allowed the property \_\_\_\_\_ for a  refundable fee  non-refundable fee of \$\_\_\_\_\_.

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11. Subletting (Check One)

The Tenant shall have the right to sublet the property.

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

12. Quiet Enjoyment

The Tenants shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. The Tenants shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate termination of this agreement and Tenants shall then immediately vacate the premises. Quiet hour starts at 9 PM where outdoor noise should be kept to a minimum.

13. Smoking (Check One)

Smoking is allowed inside the home.

Smoking is not allowed inside the home.

14. Essentials

Landlord shall provide the following to the Tenant:

towels, linens, all kitchen essentials

[e.g. towels, linens, cups, knives, forks, spoons, dishes, etc.]

15. Landlord's Liability

The Tenants and Tenants' Guests shall hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss. Tenants expressly recognize that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenants, and that Tenants should purchase their own insurance for Tenants and Guests if such coverage is desired.

16. Rental Deposit

Amount is fully refundable up to \_\_\_\_\_ prior to the beginning of the rental period. After said period prior to the rental start date the Landlord shall have the right to retain the initial Rental Deposit at the Landlord's discretion.

17. Attorney's Fees

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

18. Use of Property

Tenants expressly acknowledge and agree that this Agreement is for transient occupancy of the Property, and that Tenants do not intend to make the property a residence or household.

19. Shortened Stays and Conditions

There shall be no refunds of rents due to shortened stays or ruined expectations because of weather conditions.

20. Showings

If the property should go on the MARKET FOR SALE, it may be shown to qualified buyers during the Tenant's stay. Every effort will be made to schedule the showing at a convenient time and not interrupt the Tenant's term. Tenant shall allow reasonable viewings of the home between 9 am and 8 PM whether they may be present or not.

21. Firearms

Only legally owned and permitted firearms shall be allowed on the premises according to State and local laws.

22. Fireworks

Tenant agrees that Fireworks and other hazardous materials shall not be used in or around the property.

23. Illegal Use

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

24. Fire Alarms

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If the property has fire alarms the Tenant must notify the Landlord without delay if a fire alarm "chirps" or has a low battery condition.

25. Possessions

Valuable items left behind by tenant will be held for the tenant and every reasonable effort will be made to contact the tenant for return. If items are not claimed for longer than 6 months they shall become the property of the Landlord. The Landlord shall not be held liable for condition of said items.

26. Cable TV

Cable TV is provided and service level has been chosen by the Landlord. No refund of rents shall be given for outages, content, lack of content, or personal preferences with regard to cable TV service.

27. Internet

High speed wireless internet is provided as a convenience only and is not integral to the agreement. No refund of rents shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with regard to internet service.

28. Manager/Landlord Contact

Landlord/Manager's Name: \_\_\_\_\_

Landlord/Manager's Telephone: \_\_\_\_\_

Landlord/Manager's E-Mail: \_\_\_\_\_

Landlord/Manager's Address: \_\_\_\_\_

29. Governing Law

This agreement is governed under the laws of \_\_\_\_\_ [State] and specifically the State Statutes known as \_\_\_\_\_ [insert statutes].

30. Other Agreements

In addition to the language stated in this agreement the parties, Landlord and Tenant, agree to the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Print Name \_\_\_\_\_

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

Print Name \_\_\_\_\_

-----  
-----

Landlord's Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Landlord's Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

**ACORD** **EVIDENCE OF PROPERTY INSURANCE** DATE (MM/DD/YYYY) 09/08/2019

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

AGENCY Arde Insurance Group, Inc. 750 E PASS RD Gulfport MS 39507 FAX (228) 897-2405 E-MAIL ADDRESS: jennifer@ardeinsurancegroup.com CODE: AGENCY CUSTOMER I.D.#: GPT010812018 INSURED Jay Leffert P.O. BOX 502 Ashland MO 65010	PHONE (228) 897-2404 COMPANY Lexington Insurance Co. 99 High Street Boston, Ma. 02110-2103 LOAN NUMBER POLICY NUMBER 232493543 EFFECTIVE DATE 09/04/2019 EXPIRATION DATE 09/04/2020 CONTINUED UNTIL TERMINATED IF CHECKED THIS REPLACES PRIOR EVIDENCE DATED:
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**PROPERTY INFORMATION**

LOCATION/DESCRIPTION  
102 Pitcher Pt, 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	PERILS INSURED	BASIC	BROAD	SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE
Cov. A Dwelling					\$275,000	\$1,000 AOP
Cov. B Other Structures					\$0	2% Wind/Hail
Cov. C Personal Property					\$20,000	
Cov. D Fair Rental Value					\$15,000	
Cov. L Personal Liability					\$300,000	
Cov. M Medical Payments					\$1,000	
Vandalism					\$5,000	

**REMARKS (including Special Conditions)**  
Rental policy

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

**ADDITIONAL INTEREST**

NAME AND ADDRESS City of Long Beach 201 Jeff Davis Ave Long Beach, MS. 39560	ADDITIONAL INSURED MORTGAGEE LOAN # AUTHORIZED REPRESENTATIVE <i>W. C. ...</i>	LENDER'S LOSS PAYABLE LOAN PAYEE
---	--	-------------------------------------

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Lexington Insurance Company  
99 High Street  
Boston, MA 02110-2103  
Binder Confirmation

Binder Effective Date: 09/04/2019 Binder Expiration Date: 11/03/2019  
Policy Number: 23249354 Issue Date: 09/05/2019

**Broker:**  
Appalachian Underwriters  
PO Box 800  
Oak Ridge, TN 37831  
Ph/Fax: 888-376-9633/  
From: Appalachian Underwriters

**Sub-Broker:**  
ARDE INSURANCE GROUP INC  
Po Box 8575  
Gulfport, MS 39506  
Ph/Fax: 228-897-2404/  
Attn:

**Applicant:** Leffert, Jay Leffert, Kathy  
**Policy Type:** DP1 DP2 X\_DP3  
**Policy Term:** 12 Months  
**Insured Location:** 102 PITCHER PT, LONG BEACH MS 39560-5608

Coverage Part 1 - Dwelling Property	Amount
Cov A: Dwelling	\$275,000
Cov B: Other Structures	\$0
Cov C: Personal Property	\$20,000
Cov D: Fair Rental Value	\$15,000
Cov L: Personal Liability	\$300,000
Cov M: Medical Payments	\$1,000

Coverage Part 2 - Excess Flood	Amount
Building	\$0
Contents	\$0

Property Part and Fees	Amount
Coverage Part 1 - Dwelling Property	\$2,150.00
Coverage Part 2 - Excess Flood	\$0.00

Deductibles	Amount
All Other Perils:	\$1,000
Wind Hail:	2%
Earthquake:	Excluded
Uninsured Theft:	Excluded
Vandalism:	\$5,000
Special: None	\$0
Special: None	\$0

Surplus Lines Broker Responsibility	Amount
Inspection Fee:	\$75.00
SL Broker Fee:	\$100.00
Surplus Lines Taxes:	\$93.00
Stamping Fees:	\$5.00
Non-Admitted Fee:	\$69.50

Total Due: \$2,493.50

\*Unless surplus lines taxes are shown above, the Sub-Broker is the S/L Broker responsible for the collection and payment of all surplus lines taxes and fees.

**NOTE(S) SECTION:**

**TERMS AND CONDITIONS:**

Lexington Insurance Company (the Company) binds the kinds of insurance stipulated on the application. This insurance is subject to terms, conditions and limitations of the policy(ies) in current use by the Company. This binder may be cancelled by the insured by surrender of this binder or by written notice to the Company stating when the cancellation will be effective. This binder may be cancelled by the Company by notice to the insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. Full (100%) policy premium is due within 30 days of the binder effective date.

**NOTICE OF INSURANCE INFORMATION PRACTICES:**

Personal information about you may be collected from persons other than you. Such information as well as other personal and privileged information collected by us or the agent(s) may in certain circumstances be disclosed to third parties. You have the right to review your personal information in our files and can request correction of any inaccuracies. A more detailed description of your rights

**MINUTES OF OCTOBER 24, 2019**  
**REGULAR MEETING**  
**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

and our practices regarding such information is available upon request. Contact your agent or the surplus lines broker listed above for instructions on how to submit a request to us.

**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.**

Steve Cleveland  
\_\_\_\_\_  
Procuring Agent's Name

Page 2

The Clerk reported that eleven (11) notices of Public Hearing were sent by regular mail to property owners within one hundred fifty feet (150') of the subject property. Notices were also posted on the bulletin boards at City Hall, the Building Official's Office and the Water Department, 201 Jeff Davis Avenue and at the Long Beach Public Library, 209 Jeff Davis Avenue; Said notice was ordered as part of these proceedings:

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

City of Long Beach



LEGAL NOTICE

PUBLIC HEARING

In accordance with the Comprehensive Long Beach Unified Land Ordinance 598, of the City of Long Beach, Mississippi (2013) as amended, and Ordinance 622, Short-Term Rentals, of the City of Long Beach, notice is hereby given advising that the Planning Commission for the City of Long Beach will hold a public hearing for the purpose of considering a **Short-Term Rental**.

John and Kathy Leffert, PO Box 502, Ashland, MO, 65010, have filed an application for a Short-Term Rental in accordance with the Comprehensive Long Beach Unified Land Ordinance and Ordinance 622. The applicants are requesting to operate a Short-Term Rental. The subject property is 102 Pitcher Point Avenue, the Tax Parcel Number is 0512J-01-072.000. The legal description is as follows:

LOT 37 PITCHER POINT SUBD

A public hearing to consider the above request will be held in the City of Long Beach, Mississippi 39560, Thursday, October 24, 2019, at 5:30 p.m., in the Long Beach City Hall Meeting Room located at 201 Jeff Davis Avenue. The City encourages all residents, groups and organizations to contact the City if they have any questions concerning the petition.

/s/ signed  
Chairman  
Planning Commission

201 Jeff Davis • P.O. Box 929 • Long Beach, MS 39560 • 863-1554 • FAX 863-1558

AFFIDAVIT

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
CITY OF LONG BEACH

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

1. That she is the duly appointed and acting Minutes Clerk of the City of Long Beach, Mississippi, Planning and Development Commission;
2. That in such capacity, she is responsible for mailing Notices of Public Hearing for the purpose of notifying property owners within One Hundred Fifty Feet (150'), excluding public right of ways, of the subject property, when applications for zoning map changes, variances, appeals, etc., are filed, all as stipulated in The Zoning Ordinance Number 598 of the City of Long Beach; and other matters pertaining to such Public Hearings and the business of the Planning and Development Commission in and for the City of Long Beach;
3. That on October 2, 2019, she did cause to be mailed, Notice of Public Hearing, a copy of which is attached hereto, to 11 (eleven) property owners within One Hundred Fifty Feet (150'), excluding public right of ways, of, Tax Parcel 0512J-01-072.000, notifying them that a Public Hearing will be held, October 24, 2019, to consider an application for a Variance.

Given under my hand this the 2nd day of October 2019.

*Stacey Dahl*  
STACEY DAHL, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 2nd day of October 2019.

*Kini Gonsoulin*  
NOTARY PUBLIC

-My Commission Expires-



MINUTES OF OCTOBER 24, 2019

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION



Hare, Michael  
2898 Guntharp  
Fulton, MS 38843

Babin, Claude Thomas and Shannon  
1125 West Camelia Drive  
Thibodaux, LA 70301

Praton, Sandra  
20572 Johnson Road  
Long Beach, MS 39560

Allen, Jami Beth and Charles Clarence  
14701 Bluff Road  
Summerdale, AL 36580

Nguyen, Dung  
13342 Balcrest Drive  
Houston, TX 77070

Knapp, Rita C  
2900 Cole Hollow Road  
Pekin, IL 61554-9708

McWilliams, Jeanne B  
106 Pitcher Point  
Long Beach, MS 39560

Whelan, Zoran and Jeanne R  
104 Pitcher Point  
Long Beach, MS 39560

Woods, Michael L Jr  
114 East Azalea Drive  
Long Beach, MS 39560

Sayle, Robert T, Jr  
19 Oakmont Place  
Long Beach, MS 39560

Yoho, Manford S Jr and Karen A  
105 Pitcher Point  
Long Beach, MS 39560

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

Proof of Publication

**STATE OF MISSISSIPPI  
COUNTY OF HARRISON**

PERSONALLY appeared before me the undersigned notary in and for said County and State, HUNTER DAWKINS, publisher of THE GAZEBO GAZETTE, a newspaper printed and published in Harrison County, who being duly sworn, deposes and says the publication of this notice hereunto attached has been made to the said publication \_\_\_\_\_ weeks in the following numbers and on the following dates of such paper:

Vol. IV No. 40 dated 10 day of 4, 2019

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

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

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

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

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

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

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

Affiant further states on oath that said newspaper has been established and published continuously in said county for period of more than twelve months prior to the first publication of said notice.

*Hunter Dawkins*  
Publisher

Sworn to and subscribed before me this 10 day of 10, A.D. 2019

*Kristal K. Coates*  
Notary Public

**PUBLIC HEARING**

In accordance with the Comprehensive Long Beach Unified Land Ordinance 598, of the City of Long Beach, Mississippi (2013) as amended, and Ordinance 622, Short-Term Rentals, of the City of Long Beach, notice is hereby given advising that the Planning Commission for the City of Long Beach will hold a public hearing for the purpose of considering a Short-Term Rental.

John and Kathy Leffert, PO Box 502, Ashland, MO, 65010, have filed an application for a Short-Term Rental in accordance with the Comprehensive Long Beach Unified Land Ordinance and Ordinance 622. The applicants are requesting to operate a Short-Term Rental. The subject property is 102 Pitcher Point Avenue, aka Tax Parcel Number is 05121-01-072.000. The legal description is as follows:

**LOT 37 PITCHER POINT SUBD**

A public hearing to consider the above request will be held in the City of Long Beach, Mississippi 39560, Thursday, October 24, 2019, at 5:30 p.m., in the Long Beach City Hall Meeting Room located at 201 Jeff Davis Avenue. The City encourages all residents, groups and organizations to contact the City if they have any questions concerning the petition.

*[Signature]*  
Chairman  
Planning Commission

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Commission Chairman Olaivar asked for anyone speaking in favor or opposition of the request:

Jeanne Whelan of 106 Pitcher Point spoke in opposition stating that she purchased her home in 1989 for the reason of raising her family in a residential area. Mrs. Whelan is concerned that allowing a Short-Term Rental in her neighborhood will change the whole area.

Molly McBride of 118 Pirate Avenue spoke in opposition stating that she is afraid of who will be coming and going in the neighborhood. She questioned if the City will regulate the number of Short-Term Rentals in an area.

John Harvey of 117 Pirate Avenue spoke in opposition stating he is worried about the crime that having vacant homes during the week will bring.

Commissioner Seal made motion, seconded by Commissioner Hansen and unanimously carried to close the Public Hearing.

After considerable discussion, Commissioner Husband made motion, seconded by Commissioner McKenzie and unanimously carried recommending the approval of the Short-Term Rental.

\*\*\*\*\*

The third Public Hearing to consider a Short-Term Rental located at 121 South Lang Avenue, Tax Parcel 0512H-02-005.000, submitted by Tammy Lewis as follows:

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CITY OF LONG BEACH, MISSISSIPPI			
APPLICATION FOR SHORT-TERM RENTAL			
<b>PHYSICAL ADDRESS:</b> 201 JEFF DAVIS AVENUE LONG BEACH, MS 39560	<b>PHONE:</b> (228) 863-1554 <b>FAX:</b> (228) 863-1558	<b>MAILING ADDRESS:</b> POST OFFICE BOX 929 LONG BEACH, MS 39560	
<b>PROPERTY INFORMATION:</b>			
ADDRESS: <u>1215 Lang Dr. Long Beach, MS 39560</u> Tax Parcel # <u>05124-02-005.000</u> <small>(Location of Short-Term Rental)</small>			
<b>OWNER'S INFORMATION:</b>			
Property Owner's Name: <u>Tammy Lewis</u>			
Property Owner's Address: <u>3253 Red Bluff RD. W San Angelo TX, 76904</u>			
Property Owner's Mailing Address, if different from above: <u>N/A</u>			
		City	State
Property Owner's Phone No: _____		Email Address: _____	
Is there a homeowner's association for the neighborhood? <u>No</u> If so, please provide written statement of support of short term rental?			
<b>PROPERTY MANAGER INFORMATION:</b>			
Property Manager's Name: <u>Lynn Healy</u>			
Property Manager's Address: (Must be a local contact) <u>902 38th Ave. Gulfport MS 39501</u>			
		City	State, Zip
Property Manager's Phone No: <u>(228) 297-8054</u>		Email Address: <u>lynn.sells.ms@gmail.com</u>	
<b>PLEASE PROVIDE THE FOLLOWING:</b>			
<input checked="" type="checkbox"/> Mississippi Sales Tax ID # <u>200-16615-7</u>			
<input checked="" type="checkbox"/> Recorded Warranty Deed			
<input checked="" type="checkbox"/> Parking Rules & Plan			
<input checked="" type="checkbox"/> Trash Management Plan			
<input type="checkbox"/> Copy of Proposed Rental Agreement			
<input checked="" type="checkbox"/> Proof of Liability Insurance, which included short term rental coverage			
<b>ADDITIONAL INFORMATION:</b>			
• OWNERSHIP: Please provide a recorded warranty deed			
• FEES: \$200, nonrefundable application fee, plus mailing cost. \$100, 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 (\$20/yearly fee).			
• INCOMPLETE APPLICATIONS will not be processed.			
<b>AFFIDAVIT</b>			
I HEREBY CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT ALL INFORMATION CONTAINED HEREIN TRUE AND CORRECT; I ACKNOWLEDGE RECEIPT OF AND AGREE TO COMPLY WITH THE RULES & REGULATIONS OF SHORT TERM RENTALS (Ord 622), 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>Tammy Lewis</u>		SIGNATURE: <u>Tammy Lewis</u> DATE: <u>Sept 27, 2019</u>	
BELOW IS FOR OFFICE USE ONLY			
Maximum Occupancy: <u>10</u>	Maximum Vehicles allowed: <u>4</u>	Number of bedrooms: <u>3</u>	Number of people home can accommodate: <u>10</u>
I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES; AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.			
Building Official Signature: <u>M. J. Stelld</u>		Date: <u>10/16/2019</u>	
Fire Inspector Signature: <u>Janet Paul</u>		Date: <u>10/16/2019</u>	
COMMENTS: _____			
Date Received: <u>9-30-19</u>			
Agenda Date: <u>10-24-19</u>			
Amount Due/Paid: <u>200.00</u>			
Check #: <u>1732</u>			



REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

0512H-02-005.000, 121 South Lang Avenue



Harrison County GIS Department



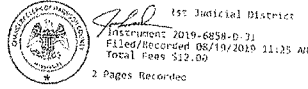
HARRISON COUNTY, MISSISSIPPI

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

MAP DATE: September 30, 2019

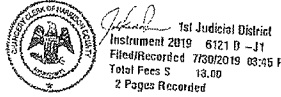


MINUTES OF OCTOBER 24, 2019  
REGULAR MEETING  
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



SCANNED

Our File #B190699  
Prepared by & Return To:  
Schwartz, Oglter & Jordan, PLLC  
PO Box 4682  
Biloxi MS 39535, 228-388-7441



STATE OF MISSISSIPPI  
COUNTY OF HARRISON

Being re-recorded to correct Block Number



Index: Lot 11 and North 30 feet of Lot 12, Block 8, Harbor View Sub.,  
Harrison County, MS, 1<sup>st</sup> JD.

CORRECTED  
WARRANTY DEED

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

Linda Faye Dyess, a single person,

2340 Park Place Drive, Gulfport, MS 39507, 228-617-6694

does hereby sell, convey and warrant unto

John C. Lewis and Tammy K. Lewis,

3253 Red Bluff Road West, San Antonio, TX 76904, 432-634-7397.

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

Lot Eleven (11) and the North 30 feet of Lot 12, Block 8, HARBOR VIEW SUBDIVISION, City of Long Beach, Mississippi, a subdivision according to the official map or plat thereof, on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Plat Book 5 at Page 6 thereof, reference to which is hereby made in aid of and as a part of this description.

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

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

WITNESS MY SIGNATURE, on this the 26th day of July, 2019.

*Linda Faye Dyess*  
Linda Faye Dyess

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Linda Faye Dyess, 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 26th day of July, 2019.

*Cynthia D. Cuevas*  
NOTARY PUBLIC

My Commission Expires:



REGULAR MEETING

**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Parking Rules and Plan for 121 S. Lang Dr. Long Beach, MS  
39560

Subject property contains a paved driveway with a two car carport large enough for 4 vehicles, wide enough for 2 vehicles side by side and deep enough for 2 vehicles. NO on street parking will be allowed.

See attached Parking Rules which will be in short term rental agreement and posted in Rental information book inside the Rental.

Trash Management Plan

For 121 S. Lang Dr. Long Beach, MS 39560

The following will be provided for short term rental trash and recycling containers. Owner is willing to rent from waste management an additional can if in the event there is an ongoing over flow. The trash services collection schedule and instructions for proper trash disposal will be within the short term rental agreement and provided to each renter. It will also be posted in the rental information book inside the rental and posted on the House Rules.

See Attached Instructions and Schedule.

MINUTES OF OCTOBER 24, 2019

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

ATTENTION VACTIONERS TRASH PICKUP IS ON MONDAY

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

Carts should be placed outside by 6am on your day of service. The cart should be placed curbside with the handle facing your home. It should be placed at least two feet from vehicles, shrubbery, fire hydrants, mailboxes, etc. Do not block sidewalks or driveways or place carts in the street.

Please use the 96-gallon brown HCUA cart for garbage and the 35-gallon green cart for recycling. Bins are located on the west side of the home in fenced area. Bagged garbage or recycling outside the carts will not be picked up.

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

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

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

CANNOT: Plastic bags, foam, Styrofoam containers, wire hangers, windows, mirrors, ceramic or Pyrex dishes, organic or food waste, electronics, paint, pesticides, cleaners, waxed cardboard, needles or syringes, scrap metal or hazardous waste.

- \* Rinse all aluminum, glass and plastic recyclables before placing them in your cart.
\* It is not necessary to remove labels from metal, glass, plastic jugs, cans and/or jars.
\* Recyclables should be put loosely in your HCUA provided cart. Do not bag them.

Acknowledgement of Trash Management: For 121 S. Lang Dr. Long Beach, MS 39560

Tenant \_\_\_\_\_ Date \_\_\_\_\_

OWNER / PROPERTY MANAGEMENT AGREEMENT (Vacation Rental)

Owner/Lessor Information: Name(s) Tammy Lewis, Mailing address 3809 Acacia Blvd, Ocean Springs, FL 32822, Daytime phone (321) 631-7377, Evening phone, E-mail address tammylewis@comcast.net, SSN# or IEN# (for year-end tax statement purpose only) 4045 7762, Secondary emergency contact (name, cell phone and email): Charles Lewis (321) 631-7377, Lessor's homeowners insurance policy insuring PREMISES as a rental property. Policy name Lemon Mouth/Lewis, Policy # 1406203, Policy phone # 228-875-7777

Vacation Rental Information: Style of Home: House, Levels in Home: 1 2 3 4 5, Approx. Sq. Footage: 1600, How many bedrooms? # 3, How many beds? # 5, Quantity and style of beds: Bedroom #1 King, Bedroom #2 Queen, Bdrm #3 Twin/Full/Queen, Bdrm #4, Bdrm #5, Bdrm #6, Additional beds (include pull-out sofa, roll-away beds, etc.): 1 pull out sofa Queen, Maximum # of occupants (# of people the home sleeps): # 10

Page 1 / 15 Lessor Initials ( [Signature] )

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

How many full bathrooms? # 2 How many half bathrooms? # 0  
 Sound system/stereo? YES or NO Air conditioning? YES or NO Fireplace? YES or NO  
 Cable TV? YES or NO Wireless internet? YES or NO (internet password: \_\_\_\_\_)  
 Fenced yard? YES or NO Deck/patio with furniture? YES or NO BBQ? YES or NO  
 Parking? GARAGE CARPORT OFF-STREET PARKING OTHER \_\_\_\_\_

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

Trash company Waste Now Day of pick up Monday  
 Water company Long Beach  
 Electric company MS Power  
 Home Owners Association N/A  
 Entry codes / Alarm information N/A  
 Internet / cable company \_\_\_\_\_  
 Other \_\_\_\_\_

Page 2 / 15 Lessor Initials ( TL )

LEGAL CONTRACT AGREEMENT

BY THIS AGREEMENT made and entered into on Sept. 12, 2019, between HEALY REALTY GROUP, LLC, herein referred to as COMPANY, and Tammy Lewis (print full name), herein referred to as OWNER/LESSOR(S). WITNESSETH in consideration of the mutual promises and covenants herein contained, the LESSOR and COMPANY agree as follows:

ARTICLE I. EXCLUSIVITY AND LISTING PRICES

1. OWNER/LESSOR hereby agrees to employ HEALY REALTY GROUP, LLC as his/her exclusive agent for the rental and management of the property, until Sept. 19, 2020 after which time this Agreement may be terminated by either party upon 30 days written notice to the other party.

2. LESSOR represents to the COMPANY as follows: (a) The LESSOR is the sole owner and holder of marketable record title to the following described property, hereinafter referred to as the PREMISES and known and described as:

Street address: 121 S. Long Dr.  
 City, State, Zip: Long Beach, MS 38660  
 Name for property listing: Maiden Voyage

3. LISTING PRICE AND PARAMETERS:

Desired rental prices (high season): \$ TBD /night, \$ \_\_\_\_\_ /week, \$ \_\_\_\_\_ /month

Minimum booking length: (high season) \_\_\_\_\_ /night(s)

Acceptable minimum prices (low season): \$ \_\_\_\_\_ /night

LESSOR to allow approved pets: \_\_\_\_\_ YES NO DOGS and/or CATS

LESSOR to allow smoking on PREMISES: \_\_\_\_\_ YES NO NO In House

Page 3 / 15 Lessor Initials ( TL )

MINUTES OF OCTOBER 24, 2019

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

ARTICLE II. HEALY REALTY GROUP SERVICES

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

LESSOR initials ( [Signature] )

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

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

Business / Acct.

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

VISA | MASTERCARD Card number: \_\_\_\_\_

Name on card: \_\_\_\_\_

Card billing address: \_\_\_\_\_

Exp date: \_\_\_\_\_ 3-digit security code: \_\_\_\_\_

Authorization signature: \_\_\_\_\_

Page 4 / 14 Lessor Initials ( [Signature] )

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

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

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

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

Should any damage or loss occur that exceeds \$1500.00 or that its not covered by the Damage Waiver Insurance, the Owner will seek to recover said funds from either appropriate insurance policies, or by legal action against the party who caused the damage. (g) to render a monthly statement to LESSOR providing the following information: leasing fees and/or commissions deducted, and all amounts collected/disbursed. All rental monies will be paid to the OWNER No later than the 15th of each month following the month of the collection. Monthly statements will include all rents collected, the total amount of the commission and other OWNER expenses.

1099 Miscellaneous Income Forms will be sent out to each Owner prior to January 31, of the next year. IT IS THE OWNER'S RESPONSIBILIT: TO MAINTAIN STATEMENTS & 1099's ONCE THEY ARE MAILED. There will be an additional fee assessed to owners that require duplicate paperwork.

LESSOR initials ( [Signature] )

A/C Filters will be changed and bleach added if applicable (once a month during the hot months and every other month during the cold months) at a charge of \$25.00 (Approximately 10 times per year.)

Clemm's Lady

\*\*\*\*\* I choose to have HEALY REALTY GROUP change my filter LESSOR initials ( [Signature] )

\*\*\*\*\* I choose not to have HEALY REALTY GROUP change my filter LESSOR initials ( [Signature] )

Page 5/ 15 Lessor Initials ( [Signature] )

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

ARTICLE III. LIABILITY

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

LESSOR initials ( [Signature] )

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

LESSOR initials ( [Signature] )

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

LESSOR initials ( [Signature] )

ARTICLE IV. COMPANY'S FEES

- 1. The LESSOR agrees to pay the COMPANY a set-up fee of \$99, which will be deducted from the first rental.
2. The LESSOR agrees to pay the COMPANY a commission of 20% of the gross rents collected in each calendar month (which shall be deducted from rents collected) on any lease Agreement that is for a term of less than 60 (sixty) days. Owner reservations will be charged a cleaning fee. If the guest is an owner referral HEALY REALTY GROUP'S compensation will be 10%. ALL RESERVATIONS MUST GO THROUGH HEALY REALTY GROUP
The Rental Agreement will require a "Cleaning Fee" from the renters that will cover the cost of cleaning your property between rentals. If the Owner or their guests occupies the property prior to a renter, and the property requires cleaning, the fee for that cleaning will be deducted from the Owner's proceeds.

ARTICLE V. OWNER'S RESPONSIBILITIES

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

Page 6 / 15 Lessor Initials ( [Signature] )

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

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

- 4. LESSOR hereby agrees to allow HEALY REALTY GROUP to do the following in order to effectively market the property: (a) place a HEALY REALTY GROUP sign on property lot, (b) list property on website HEALY REALTY GROUP Website; (c) attach a lockbox to the home that is clearly visible to guests.

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

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

The owner authorizes HEALY REALTY GROUP to accept reservations up to one year in advance, except for excluded dates as submitted by Owner in writing to HEALY REALTY GROUP. The Owner's reservation shall be subject to existing reservations previously confirmed to renters.

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

Page 7 / 15 Lessor Initials ( [Signature] )

MINUTES OF OCTOBER 24, 2019

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

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

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

10. COMPANY will restock SOFT GOODS LIST as needed at fair cost to the LESSOR plus a \$25 restocking fee. All such charges will appear deducted on the monthly statement including copies of any receipts.

10. For Vacation Rentals, cleaning fees will be paid by the Guests. However, LESSOR will have a Mandatory property deep cleaned before high rental season begins (June 1st). The cost is 2 1/2 times the regular cleaning fee plus the cost to professionally clean Comforters, Rug, and Carpets.

LESSOR initials: ( [Signature] )

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

12 LESSOR will agree to clean property to a "Rent Ready Condition" after personal use, or will agree to call HEALY REALTY GROUP immediately to have it cleaned for a service charge. Property will be inspected after personal use and if not up to rental standards a cleaning fee will be charged. This is in order for Healy Realty Group to keep all standards high and consistent. (All Lessors will be charged an inspection fee after personal use)

LESSOR initials ( [Signature] )

Page 8 / 15 Lessor Initials ( [Signature] )

SOFT GOODS LIST

REQUIRED for each Vacation Rental. Our guests are accustomed to a higher standard of service, which is why the items below are required of all HEALY REALTY GROUP vacation homes. Happy guests will rent your home again. These items may be restocked by HEALY REALTY GROUP for a \$25 restocking fee plus the cost of goods. (See agreement below)

- Paper towels (one per rental)
- Dish soap
- Dishwasher soap
- Sponge/dish cloth (one per rental)
- Tissue/Kleenex (one per bathroom)
- Toilet paper
- Laundry detergent
- Disinfectant spray
- Salt and pepper
- Coffee filters
- Trash bags
- Liquid hand soap (one per bathroom)

Optional goods: air freshener, fabric softener, all-purpose cleaner, Resolve carpet cleaner, tin foil, plastic bags, etc.

SOFT GOODS AGREEMENT: HEALY REALTY GROUP ensures the above items to each of your guests. If any of the above items need to be restocked for a rental, HEALY REALTY GROUP will automatically restock supplies for a charge of \$25 plus the cost of items at a fair price. The total charges will appear deducted on the monthly statement. Please sign below acknowledging this agreement:

OWNER SIGNATURE: [Signature]

Additional Requirement

Coffee kit - (one per every four guests) Kit includes coffee Packet (4 cups) and two coffee condiment packs.

This assures the first cup of coffee is complimentary. Healy Realty Group charges \$3.00 per kit.

LESSOR initials: ( [Signature] )

Page 9 / 15 LESSOR initials ( [Signature] )



REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

BASIC GOODS LIST

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

Emergency

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

Entertainment

- Internet (if location allows)
- Optional: cable (highly recommended)

Bedrooms

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

- Mattress cover/pad
- Ten hangers per closet
- A/C or fans
- vacuum (if carpet)
- Two extra pillows and extra blanket per bedroom.
- Pillow protective covers (one per sleeping pillow)

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

Bathrooms

- Two towels per guest
- Two washcloths per guest
- Hairdryer
- Two hand towels per guest
- One bathmat per bathroom
- One small garbage can per bathroom

Kitchen

- Two dish towels
- Wine/beer opener
- Can opener
- Two hot pads
- Spatula
- Two cooking spoons
- Two large sauce pans with lids
- One large frying pad with lid
- Two mixing bowls (1 large, 1 medium)
- Broom and dustpan
- Dinner plates # (same as max occupants)
- Saled plates # (same as max occupants)
- Bowls # (same as max occupants)
- Cutlery sets # (same as max occupants)
- Water glasses # (same as max occupants)
- Wine glasses # (same as max occupants)
- Cookie sheet
- Colander
- Two serving spoons
- Chef knives

Page 10/15 Lessor Initials ( [Signature] )

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

Outdoor Space

- Barbeque
- Tongs
- Cleaning brush

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

- 2 Beach Chairs,
- Beach Wagon,
- Beach umbrella,
- Ice Chest,
- Sand toys.

Page 11/15 LESSOR initials ( [Signature] )

MINUTES OF OCTOBER 24, 2019

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

VRBO HOME AWAY MARKETING

VRBO/Home Away Marketing For new properties in the HEALY REALTY GROUP inventory, require you to purchase the VRBO/Home Away \$500 one- year subscription so we can market your home getting the maximum amount of bookings. HEALY REALTY GROUP will set up, manage your listing, and respond promptly to all inquiries as part of our services at no additional charge or effort on your part. VRBO Charges \$500.00 for A one-year subscription, Plus a 3% transaction fee per booking. All other sites charge 3% as well.

HEALY REALTY GROUP will automatically renew any existing VRBO subscriptions every year unless you inform HEALY REALTY GROUP of cancellation or changes in subscription before the renewal is due.

LESSOR Initials (JK) ( ) Date 9/12/19

Page 12/ 15 Lessor Initials (JK)

PREPARING YOUR HOME FOR VACATION RENTALS

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

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

The Kitchen

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

The Bedrooms

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

The Living Area

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

The Bathrooms

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

Page 13/15 Lessor Initials (JK)

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Overall Home

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

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

ARTICLE VI.

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

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

Date: 9/12/19 LESSOR (Owner) [Signature]

LESSOR (Owner) [Signature]

BROKER HEALY REALTY GROUP [Signature]

Additional terms, conditions or special requirements:

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

Page 15 / 15 Lessor Initials ( [Signature] )

NEW BUSINESS INSURANCE BINDER



Johnson & Johnson

Table with 3 columns: NAMED INSURED & MAILING ADDRESS, AGENCY NAME & ADDRESS, and BINDER #, VERSION #, FILE #, DATE BOUND, HABITATION, MINIMUM EARNED PREMIUM, POLICY TERM. Includes agent information for Joel Verdon.

Table with 2 columns: LINE OF BUSINESS and PREMIUM. Lists various fees including Dwelling Fire, MWUA Fee, Policy Fee, Stamping Fee, and State Tax. Includes a disclaimer about Mississippi law.

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

Table with 2 columns: POLICY ISSUANCE INSTRUCTIONS and UNDERWRITER NOTES. Contains coverage instructions and underwriter notes regarding policy issuance and business inspection.

This binder may be cancelled by the company by notice to the insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the company is entitled to charge a premium for the binder according to the rules and rates in use by the company.

MINUTES OF OCTOBER 24, 2019

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

NEW BUSINESS INSURANCE BINDER  
 APPLICANT: TAMMY LEWIS  
 BINDER # 1911213 VERSION # 1  
 FILE #: 1406293  
 DATE BOUND: 07/26/2019



LOCATION #1 - 121 S LANG AVE LONG BEACH MS 39560 - HARRISON COUNTY		LIMIT	PREMIUM
<b>COVERAGE</b>			
<b>DWELLING FIRE</b>			
COVERAGE A - DWELLING (FUNCTIONAL REPLACEMENT COST)			
COVERAGE B - OTHER STRUCTURES	\$150,000	\$1,439.00	
COVERAGE C - PERSONAL PROPERTY (ACV)	\$3,000	\$29.00	
COVERAGE D - FAIR RENTAL VALUE	\$15,000	\$144.00	
PREMISES LIABILITY	\$15,000	\$144.00	
MEDICAL PAYMENTS TO OTHERS	\$500,000	\$125.00	
ORDINANCE OR LAW - 10%	\$5,000	\$25.00	
VANDALISM OR MALICIOUS MISCHIEF			INCL
	\$383,000	\$162.00	
<b>DEDUCTIBLES</b>			
AUP DEDUCTIBLE: \$2,500			
NAMED STORM DEDUCTIBLE: 3%			
			<b>TOTAL BASE PREMIUM: \$2,008.00</b>
<b>RATING FACTORS &amp; UNDERWRITING INFORMATION:</b>			
POLICY FORM: DP1		NUMBER OF STORIES: 1	
OCCUPANCY: TENANT		SQUARE FOOTAGE: 1,534	
DISTANCE TO COAST: 0.4000 MILES		FOR SALE: NO	
TERRITORY: A		ON HISTORICAL REGISTRY:	
PROTECTION CLASS: 5		IN GATED COMMUNITY: NO	
CONSTRUCTION TYPE: JOISTED MASONRY		RENTAL TERM: WEEKLY	
YEAR OF CONSTRUCTION: 1969		ROOF CONSTRUCTION: SHINGLE RATED FOR 55 MPH WINDS	
YEAR OF WIRING UPDATES: 2006		ROOF GEOMETRY: GABLE ROOF	
YEAR OF PLUMBING UPDATES: 2006		ROOF SHEATHING: OTHER/UNKNOWN	
YEAR OF HEATING UPDATES: 2006		ROOF ANCHOR: OTHER/UNKNOWN	
YEAR OF ROOFING UPDATES: 2006		OPENING PROTECTION: OTHER/UNKNOWN	
ROOF AGE: 13 YEARS			
# OF NON-WIND LOSSES: NONE		PRIOR INSURANCE: NEW PURCHASE	
# OF WIND LOSSES: NONE		PRIMARY FLOOD EXISTS: UNKNOWN	
PROTECTIVE DEVICE(S): SMOKE DETECTORS			

All binder may be cancelled by the company by notice to the insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is replaced by a policy, the company is entitled to charge a premium for the binder according to the rules and rates in use by the company. The quoted premium is subject to verification and adjustment, when necessary, by the company. This company binds the kind(s) of insurance stipulated on this binder. This insurance is subject to the terms, conditions, and exclusions of the policy(ies) in current use by the company.

NEW BUSINESS INSURANCE BINDER  
 APPLICANT: TAMMY LEWIS  
 BINDER # 1911213 VERSION # 1  
 FILE #: 1406293  
 DATE BOUND: 07/26/2019



FORM NUMBER	FORM NAME
DP 00 03 12 02	DWELLING PROPERTY 3 - SPECIAL FORM
HD1009 (07/08)	BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION
HD1012 (04/10)	CANCELLATION CLAUSE
DF2016 (04/16)	DWELLING FIRE DECLARATIONS
REN045 (11/17)	DWELLING RENTED TO OTHERS
HS1011 (06/08)	ELECTRONIC DATA ENDORSEMENT
FDE (06/10)	EXISTING DAMAGE EXCLUSION ENDORSEMENT (PERSONAL LINES)
LMA5062 (04/06/2006)	FRAUDULENT CLAIM CLAUSE
REF5062 (04/06/2006)	FRAUDULENT CLAIM CLAUSE
DP 05 30 05 96	FUNCTIONAL REPLACEMENT COST LOSS SETTLEMENT
MS Attachment 17-Jul	MISSISSIPPI ATTACHMENT A
DI 24 16 12 02	NO COVERAGE FOR HOME DAY CARE BUSINESS
REF 1257 17/3/60	NUCLEAR INCIDENT EXCLUSION CLAUSE
DI 24 01 12 02	PERSONAL LIABILITY
DI 24 11 12 02	PREMISES LIABILITY (NON-OWNER OCCUPIED DWELLING)
REF 1191 (7/5/59)	RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE
LMA3100 15/09/10	SANCTION LIMITATION AND EXCLUSION CLAUSE
GLK HO 4000 09 11	SECTION II - ANIMAL EXCLUSION
SEC 1 04-1R	SECURITY ENDORSEMENT
NMA2340	SEEPAGE AND POLLUTION EXCLUSION CLAUSE
NS1001	SPECIAL NAMED STORM DEDUCTIBLE
HD1010 (02/10)	TAINTED DRYWALL MATERIAL EXCLUSION
TL005 (05/07)	TOTAL OR CONSTRUCTIVE LOSS CAUSE
JLJLTS-3154 (04-18)	TRAMPOLINE LIABILITY EXCLUSION
TREXCL (07/08)	TRAMPOLINE LIABILITY EXCLUSION
ILP 001 01 04	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY N
NMA291R (08/10/2001)	WAR & TERRORISM ENDORSEMENT

All binder may be cancelled by the company by notice to the insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is replaced by a policy, the company is entitled to charge a premium for the binder according to the rules and rates in use by the company. The quoted premium is subject to verification and adjustment, when necessary, by the company. This company binds the kind(s) of insurance stipulated on this binder. This insurance is subject to the terms, conditions, and exclusions of the policy(ies) in current use by the company.

## REGULAR MEETING

## LONG BEACH PLANNING and DEVELOPMENT COMMISSION

The Clerk reported that nineteen (19) notices of Public Hearing were sent by regular mail to property owners within one hundred fifty feet (150') of the subject property. Notices were also posted on the bulletin boards at City Hall, the Building Official's Office and the Water Department, 201 Jeff Davis Avenue and at the Long Beach Public Library, 209 Jeff Davis Avenue; Said notice was ordered as part of these proceedings:

## City of Long Beach



## LEGAL NOTICE

## PUBLIC HEARING

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

Property owner, Tammy Lewis, 3253 Red Bluff Road West, San Angelo, TX, 76904, and property manager, Lynn Healy, 902 38<sup>th</sup> Avenue, Gulfport, MS, 39501, have filed an application for a Short-Term Rental in accordance with the Comprehensive Long Beach Unified Land Ordinance, Short Term Rentals-Residential (Ordinance 622). The location of the requested Short-Term Rental is 121 South Lang Avenue, Long Beach, MS, 39560, Tax Parcel 0512H-02-005.000. The legal description is as follows:

LOT 11 & N 30 FT OF LOT 12 BLK 8 HARBOR VIEW SUBD

A Public Hearing to consider the above Variance will be held in the City of Long Beach, Mississippi 39560, Thursday, October 24, 2019, at 5:30 p.m., in the Long Beach City Hall Meeting Room located at 201 Jeff Davis Avenue. The City encourages all residents, groups and organizations to contact the City if they have any questions concerning the petition.

/s/ signed  
Chairman  
Planning Commission

MINUTES OF OCTOBER 24, 2019

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

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

- 1. That she is the duly appointed and acting Minutes Clerk of the City of Long Beach, Mississippi, Planning Commission;
2. That in such capacity, she is responsible for mailing Notices of Public Meeting for the purpose of notifying property owners within One Hundred Fifty Feet (150') of the subject property, when applications for zoning map changes, variances, appeals, etc., are filed, all as stipulated in Ordinance Number 615 of the City of Long Beach; and other matters pertaining to such public meetings and the business of the Planning Commission in and for the City of Long Beach;
3. That on October 2, 2019, she did cause to be mailed, Notice of Public Meeting, a copy of which is attached hereto, to 19 (nineteen) property owners within 150' (one hundred fifty feet), excluding rights-of-way, of 121 South Lang Avenue - Tax Parcel No. 0512H-02-005.000, notifying them that a Public Meeting will be held, October 24, 2019, to consider an application for a Short-Term Rental filed by Tammy Lewis.

Given under my hand this the 2nd of October, 2019.

Stacey Dahl
STACEY DAHL, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 2nd day of October, 2019.

-My Commission Expires-
Kini Gonsoulin
NOTARY PUBLIC



Table with 3 columns: Avery logo and ID # 5160, Easy Peel Address Labels, and website URL. Rows list names and addresses for various individuals and groups, such as Clark, Kenneth L and WF; Peters, Michael A and Carmen M; Black, Heather W; Morrison, Claire Boggs -Trustees-; Hodge, Ronald K and Debra A; Piazza, Lillian P; Nolan, Charles E and Gayle K; Jeansonne, Bret and Angella S; McLeod, BL; Sadier, Richard A and Bulmer Charles; Bulmer, Charles; Berthelot, Scofield C -EST-; Searles, Mary Lynn -EST-; Frizzell, Patrick W; Keel, Abigail R; Akers, Lloyd A; Glass, Michael R and Mary A; Kirk, Russ I and Shannon L; Roberts, Forrest and Florence -Trustees-.

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

Proof of Publication

PUBLIC HEARING

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

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/s/ signed  
Chairman  
Planning Commission

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY appeared before me the undersigned notary in and for said County and State, HUNTER DAWKINS, publisher of THE GAZEBO GAZETTE, a newspaper printed and published in Harrison County, who being duly sworn, deposes and says the publication of this notice hereunto attached has been made to the said publication \_\_\_\_\_ weeks in the following numbers and on the following dates of such paper:

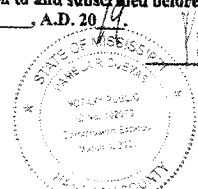
Vol. 77 No. 40 dated 10 day of 4, 2019  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_\_  
 Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_\_

Affiant further states on oath that said newspaper has been established and published continuously in said county for period of more than twelve months prior to the first publication of said notice.

*[Signature]*  
Publisher

Sworn to and subscribed before me this 10 day of 10, A.D. 2019.

*[Signature]*  
Notary Public



Commission Chairman Olaivar asked for anyone speaking in favor or opposition of the request:

Janice Berthelot of 132 South Lang Avenue spoke in opposition stating that her neighborhood is a residential area and not for rentals. She stated that she wants to continue to feel safe in her home.

Randy Newland of 205 South Lang Avenue spoke in opposition stating that he believes we have a problem with the City's Ordinance 622 and the length of rental days.

Ramona Clark of 119 South Lang Avenue spoke in opposition stating that Short-Term Rentals will change the zoning of her neighborhood. She has lived in her home since 1947 and would like for the street to stay residential.

**MINUTES OF OCTOBER 24, 2019**

**REGULAR MEETING**

**LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Charles Nolan of 135 South Lang Avenue spoke in opposition stating that he enjoys the quiet of his neighborhood and wants to keep it family oriented.

Commissioner Seal made motion, seconded by Commissioner Hansen and unanimously carried to close the Public Hearing.

Commissioner Seal made motion, seconded by Commissioner Ward and unanimously carried to approve the Short-Term Rental.

\*\*\*\*\*

The fourth Public Hearing to consider a Short-Term Rental located at 429 Magnolia Street, Tax Parcel 0612F-02-045.000, submitted by Charles and Jan Serpente, as follows:



REGULAR MEETING

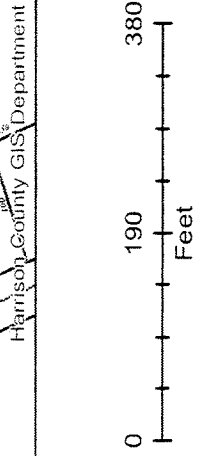
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CITY OF LONG BEACH, MISSISSIPPI							
APPLICATION FOR SHORT-TERM RENTAL							
<b>PHYSICAL ADDRESS:</b> 201 JEFF DAVIS AVENUE LONG BEACH, MS 39560	<b>PHONE:</b> (228) 863-1554 <b>FAX:</b> (228) 863-1558	<b>MAILING ADDRESS:</b> POST OFFICE BOX 929 LONG BEACH, MS 39560					
<b>PROPERTY INFORMATION:</b>							
ADDRESS: <u>729 Magnolia Street Long Beach</u> <small>(Location of Short-Term Rental)</small>		Tax Parcel # <u>002F-02-045.000</u>					
<b>OWNER'S INFORMATION:</b>							
Property Owner's Name: <u>Charles + Jan Serpente</u>							
Property Owner's Address: <u>1520 Graymont Ave Jackson, Ms 39202</u>							
Property Owner's Mailing Address, if different from above:							
Property Owner's Phone No: <u>601-278-9692</u> City State Zip							
Property Owner's Phone No: <u>601-331-3962</u> Email Address: <u>cserpente@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?							
<b>PROPERTY MANAGER INFORMATION:</b>							
Property Manager's Name: <u>Tanya Darrow, Prestige Luxury Rentals</u>							
Property Manager's Address: (Must be a local contact) <u>2598 Pass Road Biloxi Ms 39531</u> <small>City State Zip</small>							
Property Manager's Phone No: <u>228-229-2275</u> Email Address: <u>tanya@exitbiloxi.com</u>							
<b>PLEASE PROVIDE THE FOLLOWING:</b>							
<ul style="list-style-type: none"> <li>• Mississippi Sales Tax ID # <u>1396-6816</u></li> <li>• Recorded Warranty Deed</li> <li>• Parking Rules &amp; Plan</li> <li>• Trash Management Plan</li> <li>• Copy of Proposed Rental Agreement</li> <li>• Proof of Liability Insurance, which included short term rental coverage</li> </ul>							
<b>ADDITIONAL INFORMATION:</b>							
<ul style="list-style-type: none"> <li>• OWNERSHIP: Please provide a recorded warranty deed</li> <li>• FEES: \$200, nonrefundable application fee, plus mailing cost. \$100, yearly renewable fee. Checks should be made payable to the City of Long Beach.</li> <li>• LICENSE: A Privilege Tax License must be applied and paid for after approval (\$20/yearly fee).</li> <li>• INCOMPLETE APPLICATIONS will not be processed.</li> </ul>							
<b>AFFIDAVIT</b>							
I HEREBY CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT ALL INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT; I ACKNOWLEDGE RECEIPT OF AND AGREE TO COMPLY WITH THE RULES & REGULATIONS OF SHORT TERM RENTALS (Ord 622), 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	SIGNATURE	DATE					
<u>Charles Serpente</u>	<u>Charles Serpente</u>	<u>Sept 16, 2019</u>					
<b>BELOW IS FOR OFFICE USE ONLY</b>							
Maximum Occupancy:	Maximum Vehicles allowed:	Number of bedrooms:	Number of people home can accommodate:				
<u>8</u>	<u>6</u>	<u>2</u>	<u>8</u>				
I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES; AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.							
Building Official Signature: <u>Mark Feldt</u>		Date: <u>10/14/2019</u>					
Fire Inspector Signature: <u>Judith Dard</u>		Date: <u>10/14/2019</u>					
COMMENTS:							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Date Received: <u>9-19-19</u></td> </tr> <tr> <td>Agenda Date: <u>10-24-19</u></td> </tr> <tr> <td>Amount Due/Paid: <u>200.00</u></td> </tr> <tr> <td>Check #: <u>1099</u></td> </tr> </table>				Date Received: <u>9-19-19</u>	Agenda Date: <u>10-24-19</u>	Amount Due/Paid: <u>200.00</u>	Check #: <u>1099</u>
Date Received: <u>9-19-19</u>							
Agenda Date: <u>10-24-19</u>							
Amount Due/Paid: <u>200.00</u>							
Check #: <u>1099</u>							

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

0612F-02-045.000, 429 Magnolia Street



HARRISON COUNTY, MISSISSIPPI

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

MAP DATE: September 19, 2019



REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

BOOK 1275 PAGE 436

This document prepared by: John Edgar Johnson III Attorney at Law Post Office Box 1057 Gulfport, MS 39502 (601) 866-7555

STATE OF MISSISSIPPI COUNTY OF HARRISON FIRST JUDICIAL DISTRICT

ENTER

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 all of which is hereby acknowledged, we, JAMES RAYMOND BRYANT and wife, LISA LION BRYANT, do hereby sell, convey and warrant unto CHARLES P. SERPENTE and wife, JANET L. SERPENTE, as joint tenants with full right of survivorship and not as tenants in common, the following described property being located and situated in the First Judicial District of Harrison County, Mississippi and more particularly described as follows, to-wit:

Lot Two (2), of MAGNOLIA HEIGHTS SUBDIVISION of the City of Long Beach, as per the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

This conveyance is subject to any and all recorded restrictive covenants, rights-of-way, easements and prior reservations of oil, gas and mineral reservations of record.

Ad valorem taxes for the current year have been pro-rated and are assumed by the Grantees herein.

WITNESS OUR SIGNATURES on this the 10th day of June, 1994.

James Raymond Bryant JAMES RAYMOND BRYANT

Lisa Lion Bryant LISA LION BRYANT

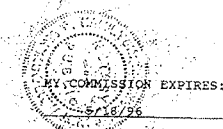
STATE OF MISSISSIPPI COUNTY OF HARRISON

ACKNOWLEDGEMENT

BOOK 1275 PAGE 436

Personally appeared before me, the undersigned authority, in and for said County and State, JAMES RAYMOND BRYANT and wife, LISA LION BRYANT, who acknowledged before me that they signed and delivered the above and foregoing Warranty Deed on the day and year therein written.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 10th day of June, 1994.



G. N. Creel NOTARY PUBLIC

GRANTOR'S ADDRESS: 5051 South Mitchell Long Beach, MS 39560 (601) 864-8807

GRANTEES' ADDRESS: 429 Magnolia Street Long Beach, MS 39560 (601) 928-5542

STATEMENT OF FEES

Recording Fee \$6.00 Abstraction/Section Fee at \$1.00 each Marginal Entry at .50 each Other TOTAL FEES COLLECTED \$7.50

STATE OF MISSISSIPPI, COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT:

I hereby certify that this instrument was received and filed for record at 3 o'clock and 53 minutes P. M. on 10 day of June, A.D. 1994 and recorded June 13, 1994 in Records of Deeds Book 1275, Pages 435-436

G. N. CREEL, Chancery Clerk By Cindy Wiggins D.C.

## MINUTES OF OCTOBER 24, 2019

## REGULAR MEETING

## LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Prestige Luxury Rentals

Rental Agreement 429 Magnolia Street LB  
Charles and Jan SerpenteTrash Management Plan

All guests will be informed, verbally and in writing (contract) of the city guideline for trash management.

Tanya Darrow, property manager, 228-229-2275, will ultimately be responsible for all receptacles/bins being removed from the road (on Monday of each week) and returned to the back of the home.

Parking Rules + Plan

All guests will be informed that:

1. Parking on the street is not allowed
2. Parking on the grass is not allowed
3. No more than 3 vehicles allowed
4. Both driveways are available for guests and are the only place guests can park.

All illegally parked vehicles are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.

Rental Agreement

Address: 429 Magnolia Street Long Beach, MS 39560

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

**OCCUPANCY**

Guest agrees that no more than 10 persons shall be permitted on the Property at any time during the Rental Term, all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement.

**CONDITION AND USE OF PROPERTY**

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

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

**DEFAULT**

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

**ASSIGNMENT OR SUBLEASE**

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

**RISK OF LOSS AND INDEMNIFICATION**

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

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

**RELEASE**

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

## REGULAR MEETING

## LONG BEACH PLANNING and DEVELOPMENT COMMISSION

**PARKING** – Parking is limited to <sup>9-3</sup>3 vehicle(s). Vehicles are to be parked in designated parking areas only. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.

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

A reservation deposit of \$ 200 is required upon booking. The deposit automatically converts to a security/damage deposit upon arrival. The deposit is NOT applied toward rent; however, it is fully refundable within (14) days of departure, provided the following provisions are met.

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

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

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

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

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

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

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

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

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

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

This home is privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise. Fire

**ENTRY AND INSPECTION**

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

**UNAVAILABILITY OF PROPERTY**

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

**ADDITIONAL TERMS TO THE RENTAL AGREEMENT**

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

**GENERAL PROVISIONS**

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

**CHECK-IN TIME is AFTER 3 P.M. CST AND CHECKOUT is AT 10 A.M. CST.**

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

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

**We DO allow pets but all pets must be approved and pay a separate fee.**

**OCCUPANCY: No persons other than those in the Guest party set forth below may stay overnight on the property. Maximum occupancy is 8 people including children. No more than 8 people can occupy the home over night. You may have up to 2 additional guests per day. All persons must be registered in the rental party and guest party (if any) for insurance purposes.**

Must be 21 or older to make a reservation. Parties or large groups need management approval. Port a lets may be required and additional fees are to be paid by renter. Keep the property and all furnishings in good order.

MINUTES OF OCTOBER 24, 2019

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Extinguishers are located under the sink in each of the houses. Please use them responsibly and only for what they are intended for. Do not remove them from the home.

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

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

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

Drivers License # \_\_\_\_\_ State: \_\_\_\_\_

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

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

Rental guest registration (Name of all persons staying):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Additional Guests:

\_\_\_\_\_  
 \_\_\_\_\_

Pets: \_\_\_\_\_

Cars: Year, Make, Model, License Plate:

\_\_\_\_\_  
 \_\_\_\_\_

Trash pick up is on: Monday ~~the~~ \_\_\_\_\_ Please bring the cans to the curb the night before and bring them back in the following day after pick up.

Rental Agent: Tanya Darrow w/Prestige Luxury Rentals and EXIT Prestige Luxury Realty  
 Office – 228-388-5888  
 Cell phone – 228-229-2275  
 Email: [tanya@exitbiloxi.com](mailto:tanya@exitbiloxi.com)  
 2598 Pass Rd  
 Ste B  
 Biloxi, MS 39531

HOMEOWNERS  
 QSNHO30318

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RENTAL ENDORSEMENT

FOR USE WITH FORM HO 00 03 05 11 ONLY

Coverage provided by this Policy is extended to apply while the "residence premises" is regularly rented or held for rental to others.

DEFINITIONS

Definition 3. "Business" and Definition 11. "Residence premises" are deleted and replaced by the following

3. "Business" means:
  - a. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis;
  - b. "Home-sharing host activities"; or
  - c. Any other activity engaged in for money or other compensation, except the following:
    - (1) One or more activities, not described in (2) through (5) below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
    - (2) Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
    - (3) Providing home day care services for which no compensation is received, other than the mutual exchange of such services;
    - (4) The rendering of home day care services to a relative of an "insured".
11. "Residence premises" means the dwelling shown as the "residence premises" in the Declarations. "Residence premises" also includes other structures and grounds at that location.

SECTION II – LIABILITY COVERAGES

A. The following is added to Section II – Liability Coverages:  
 Use of the "residence premises" includes, but is not limited to:

- a. The ownership or rental to others of a motorized golf cart located within the boundaries of a private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains the "residence premises"; or
- b. The ownership or rental to others of a watercraft provided such watercraft is within one miles of the "residence premises".

SECTION II – EXCLUSIONS

Exclusion B.1.b is deleted in its entirety.  
 Exclusion E.2. is deleted and replaced by the following:  
 Coverages E and F do not apply to the following:

2. "Business"
  - a. "Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".  
 This Exclusion E.2. applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".
  - b. With respect to other than "home-sharing host activities", this Exclusion E.2. does not apply to the rental or holding for rental of the "residence premises".

OTHER PROVISIONS

Personal Injury Coverage

A. If the Personal Injury Coverage endorsement is made a part of this Policy, Section II – Exclusions of the endorsement is amended as follows:  
 1. Exclusion 1.g. is deleted and replaced by the following:  
 This insurance does not apply to:

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

HOMEOWNER  
QSNHO30318

- g. Arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured". This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".  
With respect to other than "home-sharing host activities", this exclusion does not apply to the rental or holding for rental of the "residence premises".
- B. If the Personal Injury Coverage endorsement attaches to this policy, the Personal Injury Coverage applies only with respect to "personal injury" arising out of the ownership, maintenance or use of the "residence premises".

All other provisions of this policy apply

QSNHO30318

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Page 2 of 2

The Clerk reported that eleven (11) notices of Public Hearing were sent by regular mail to property owners within one hundred fifty feet (150') of the subject property. Notices were also posted on the bulletin boards at City Hall, the Building Official's Office and the Water Department, 201 Jeff Davis Avenue and at the Long Beach Public Library, 209 Jeff Davis Avenue; Said notice was ordered as part of these proceedings:

## REGULAR MEETING

## LONG BEACH PLANNING and DEVELOPMENT COMMISSION

## City of Long Beach



## LEGAL NOTICE

## PUBLIC HEARING

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

Property owners, Charles and Jan Serpente, 1520 Greymont Avenue, Jackson, MS, 39202 and property manager, Tanya Darrow, Prestige Luxury Rentals, 2598 Pass Road, Biloxi, MS, 39531, have filed an application for a Short-Term Rental in accordance with the Comprehensive Long Beach Unified Land Ordinance, Short Term Rentals-Residential (Ordinance 622). The location of the requested Short-Term Rental is 429 Magnolia Street, Long Beach, MS, 39560, Tax Parcel 0612F-02-045.000. The legal description is as follows:

## LOT 2 MAGNOLIA HEIGHTS SUBD

A Public Hearing to consider the above Variance will be held in the City of Long Beach, Mississippi 39560, Thursday, October 24, 2019, at 5:30 p.m., in the Long Beach City Hall Meeting Room located at 201 Jeff Davis Avenue. The City encourages all residents, groups and organizations to contact the City if they have any questions concerning the petition.

/s/ signed  
Chairman  
Planning Commission



REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

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

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

2. That in such capacity, she is responsible for mailing Notices of Public Hearing for the purpose of notifying property owners within One Hundred Fifty Feet (150'), excluding public right of ways, of the subject property, when applications for zoning map changes, variances, appeals, etc., are filed, all as stipulated in The Zoning Ordinance Number 598 of the City of Long Beach; and other matters pertaining to such Public Hearings and the business of the Planning and Development Commission in and for the City of Long Beach;

3. That on October 2, 2019, she did cause to be mailed, Notice of Public Hearing, a copy of which is attached hereto, to 11 (eleven) property owners within One Hundred Fifty Feet (150'), excluding public right of ways, of, Tax Parcel 0612F-02-045.000, notifying them that a Public Hearing will be held, October 24, 2019, to consider an application for a Variance.

Given under my hand this the 2nd day of October 2019.

Stacey Dahl
STACEY DAHL, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 2nd day of October 2019.

Kini Gonsoulin
NOTARY PUBLIC

-My Commission Expires-



5160®

Easy Peel® Address Labels
Bend along line to expose Pop-up Edge®

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Use Avery Template 5160

Reeves, Linda ETAL
7 Northwood Circle
Long Beach, MS 39560

Shelter Rock Two, LLC
2727 Prytania
Suite 19
New Orleans, LA 70130

Barbara M. McIntyre
23212 Mennonite Road
Gulfport, MS 39503

Stiel, Hugh J
C/O Strata Services
2727 Prytania
Suite 19
New Orleans, LA 70130

Wheatley, Kimberly Thompson
380 Filmore Street
Harpers Ferry, WV 35425

Blackledge, Jon J
440 Magnolia Street
Long Beach, MS 39560

Hinson, Edward C
31791 Lawrence Street
Denham Springs, LA 70726

Jimmy McGuire
PO Box 808
Waveland, MS 39576

David Gant
1616 26th Avenue
Gulfport, MS 39501

Shaneyfelt, Robert and Grace
35 Frances Place
Tillson, NY 12486

Tolar, Terry L and Eilermann Janet
2620 Rue Palafox
Biloxi, MS 39531

MINUTES OF OCTOBER 24, 2019

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

Proof of Publication

PUBLIC HEARING

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

Property owners, Charles and Jan Serpente, 1520 Greyhound Avenue, Jackson, MS, 39202 and property manager, Tanya Darrow, Prestige Luxury Rentals, 2598 Pass Road, Biloxi, MS, 39531, have filed an application for a Short-Term Rental in accordance with the Comprehensive Long Beach Unified Land Ordinance, Short Term Rentals-Residential (Ordinance 622). The location of the requested Short-Term Rental is 429 Magnolia Street, Long Beach, MS, 39560, Tax Parcel 0612F-02-045.000. The legal description is as follows:

LOT 2 MAGNOLIA HEIGHTS SUBD

A Public Hearing to consider the above Variance will be held in the City of Long Beach, Mississippi 39560, Thursday, October 24, 2019, at 5:30 p.m., in the Long Beach City Hall Meeting Room located at 201 Jeff Davis Avenue. The City encourages all residents, groups and organizations to contact the City if they have any questions concerning the petition.

/s/ signed  
Chairman  
Planning Commission

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

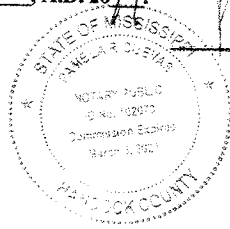
PERSONALLY appeared before me the undersigned notary in and for said County and State, HUNTER DAWKINS, publisher of THE GAZEBO GAZETTE, a newspaper printed and published in Harrison County, who being duly sworn, deposes and says the publication of this notice hereunto attached has been made to the said publication \_\_\_\_\_ weeks in the following numbers and on the following dates of such paper:

- Vol. XV No. 40 dated 10 day of 4, 2019
- Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_
- Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_
- Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_
- Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_
- Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_
- Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_
- Vol. \_\_\_ No. \_\_\_ dated \_\_\_ day of \_\_\_, 20\_\_

Affiant further states on oath that said newspaper has been established and published continuously in said county for period of more than twelve months prior to the first publication of said notice.

*Hunter Dawkins*  
\_\_\_\_\_  
Publisher

Sworn to and subscribed before me this 10 day of October, A.D. 2019.



*Pamela R. Chase*  
\_\_\_\_\_  
Notary Public

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

Commissioner McKenzie made motion, seconded by Commissioner Seal and unanimously carried to close the Public Hearing.

Commissioner Barlow made motion, seconded by Commissioner Seal and unanimously carried to approve the Short-Term Rental.

\*\*\*\*\*

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 24th day of October 2019, 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, Commissioners Shawn Barlow, Jeff Hansen, Eddie Seal, Larry Ward, Kevin McKenzie, and Junior Husband, City Consultant Bill Hessell, Building Official Mike Gundlach and Minutes Clerk Tina M. Dahl.

Absent the meeting was Commissioner Mark McMillan.

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

\*\*\*\*\*

Commissioner Seal made motion, seconded by Commissioner Husband and unanimously carried to approve the Regular Meeting minutes of October 10, 2019, as submitted.

\*\*\*\*\*

It came for discussion under New Business a Certificate of Resubdivision for property located at 601 North Island View Avenue, Tax Parcel 0612D-02-001.000, submitted by Debbie Curtis, as follows:

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

Office use only  
Date Received 10-2-19  
Zoning R-1  
Agenda Date 10-24-19  
Check Number CASH

APPLICATION FOR CERTIFICATE OF RESUBDIVISION

TYPE OF CASE: CERTIFICATE OF RESUBDIVISION

AD VALOREM TAX PARCEL NUMBER(S): 0612D-02-001.000

I. GENERAL LOCATION OF PROPERTY INVOLVED: Northwest 1/4 of Section 14, Township 8 South, Range 12 West, City of Long Beach, Harrison County

V. ADDRESS OF PROPERTY INVOLVED: 601 N Island View Avenue, Long Beach MS 39560

GENERAL DESCRIPTION OF REQUEST: Resubdivision of a 8.253 acre parcel into  
into parcels "A" and "B"

I. REQUIRED ATTACHMENTS:

- A. Resubdivision Survey and Certificate (see attached example) on no less than 11" X 17" paper.
- B. Cash or Check payable to the City of Long Beach in the amount of \$250.00
- C. Proof of ownership (copy of recorded warranty deed), if applicable proof of authority to act as agent for owner.

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

VII. OWNERSHIP AND CERTIFICATION:

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

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

Debbie Curtis  
Name of Rightful Owner (PRINT)

12299 Brittany Blvd  
Owner's Mailing Address

Long Beach MS 39563  
City State Zip

228.343.0887  
Phone

Debbie Curtis 10/1/2019  
Signature of Rightful Owner Date

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

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

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

\_\_\_\_\_  
Phone

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

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION



1st Judicial District  
Instrument 2018 5399 D -J1  
Filed/Recorded 8/21/2018 10:46 A  
Total Fees \$ 12.00  
3 Pages Recorded

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

Grantor:  
**The First, a National Banking Association**  
5299 Old Hwy 11  
Hattiesburg, MS 39402  
Telephone: (601) 450-9208

Return To:  
**David B. Pilger**  
Attorney at Law  
1406 Bienville Blvd., Suite 101  
Ocean Springs, MS 39564  
(228) 215-0011  
**File No. Z186696N**

Grantee:  
**Debbie B. Curtis**  
12299 Brittany Blvd  
Gulfport, Ms 39503  
Telephone: (228) 343-0887

INDEXING INSTRUCTIONS: A parcel of land being located in Section 14, Township 8 South, Range 12 West, Harrison County, Mississippi.

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT

**SPECIAL 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, **The First, a National Banking Association**, acting by and thru its duly authorized and appointed Officer, does hereby sell, assign, convey, specially warrant and deliver unto **Debbie B. Curtis**, 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:

**SEE EXHIBIT "A" ATTACHED FOR LEGAL DESCRIPTION**

**This being the same property as that conveyed to The First, a National Banking Association, by instrument recorded in Instrument No. 2016-1827-D-J1, Land Deed Records of Harrison County, Mississippi.**

If this property is bounded by water, this conveyance includes any natural accretion, and is subject to any erosion due to action of the elements since filing of the plat. 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

Pilger Title Co.

2

coastal wetlands as defined in the Mississippi Coastal Wetlands Protection Act it is conveyed by quitclaim only.

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.

WITNESS ITS SIGNATURE, on this the 17<sup>th</sup> day of August, A.D., 2018.

The First, a National Banking Association

By: [Signature]  
Name  
Special Assets Manager  
Title:

**CORPORATE ACKNOWLEDGEMENT**

STATE OF MS  
COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17<sup>th</sup> day of August, 2018, within my jurisdiction, the within named Morgan Miller who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he/she executed the same in his/her representative capacity, and that by his/her signature on the instrument, and as the act and deed of the person or entity upon behalf of which he/she/they acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 17<sup>th</sup> day of August, A.D. 2018.

(AFFIX SEAL)

[Signature]  
NOTARY PUBLIC

My commission expires: 10/25/21

DEED ACCEPTED BY:  
[Signature]  
Debbie B. Curtis



Pilger Title Co.

## REGULAR MEETING

## LONG BEACH PLANNING and DEVELOPMENT COMMISSION

3


EXHIBIT "A"

A parcel of land being located in Section 14, Township 8 South, Range 12 West, Harrison County, Mississippi, better described as:

4.8 acres, more or less, and being situated in Section 14, Township 8 South, Range 12 West, First Judicial District of Harrison County, Mississippi; Beginning at the NW corner of said Section and running East along the North line of said Section 480 feet to the point of beginning. Running thence South 505 feet; thence East 400 feet, more or less, to a road; running thence North with the West Margin of a road 505 feet more or less, to the North line of said Section; running thence West along said Section 400 feet, more or less to point of beginning.

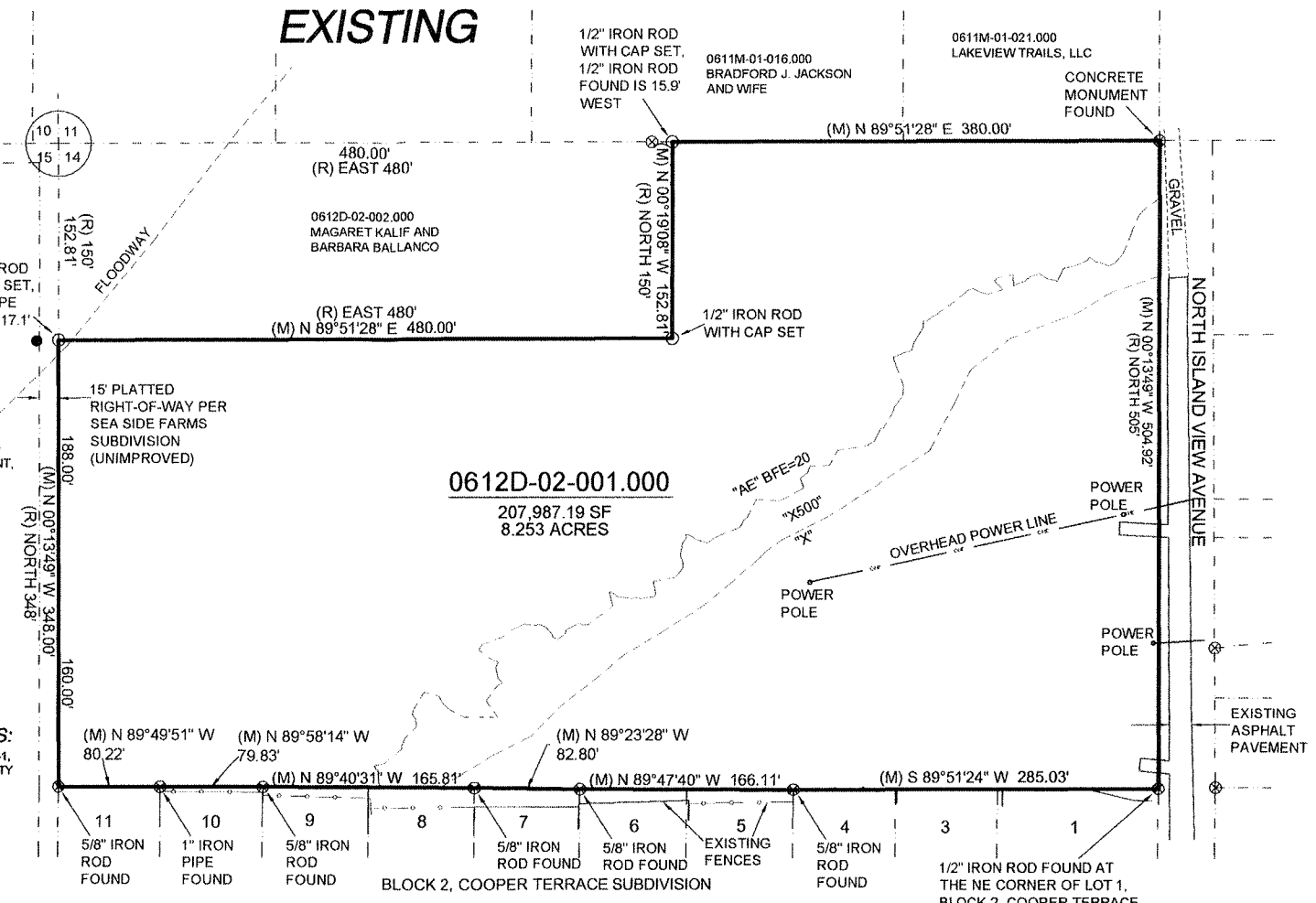
**AND**

3.83 acres, more or less, and being situated in the NW ¼ of Section 14, Township 8 South Range 12 West, First Judicial District of Harrison County, Mississippi, commencing at a point 150 feet south of the NW corner of Section on the remains of an old fence line being the point of beginning. Thence Easterly a distance of 480 feet to a point; thence South a distance of 348 feet to a point; thence westerly a distance of 480 feet to a point; thence North 00 degrees 12' East a distance of 348 feet to the point of beginning.

  
8/17/18  
Debbie B. Curtis

A RESUBDIVISION OF A 8.253 ACRE PARCEL,  
SITUATED IN THE NW 1/4 OF THE NW 1/4 OF  
SECTION 14, TOWNSHIP 8 SOUTH, RANGE 12  
WEST, CITY OF LONG BEACH, FIRST  
JUDICIAL DISTRICT OF HARRISON COUNTY,  
MISSISSIPPI, INTO PARCELS "A" AND "B".  
SAID LOT BEING REFERRED TO AS TAX  
PARCEL NO. 0612D-02-001.000

**EXISTING**



- LEGEND:**
- ⊗ --- IRON ROD FOUND
  - --- IRON PIPE FOUND
  - --- IRON ROD SET
  - ⊗ --- SPIKE FOUND
  - △ --- CONCRETE MONUMENT FOUND
  - --- CONCRETE MONUMENT SET
  - --- LIGHT ROD KNOT FOUND
  - APS --- AS PER SURVEY
  - APR --- AS PER RECORD
  - APP --- AS PER PLAN
  - IRF --- IRON ROD FOUND
  - IRS --- IRON ROD SET

**FLOOD ZONE NOTE:**  
BY GRAPHIC PLOTTING ONLY, THIS  
PROPERTY IS LOCATED IN THE FIRM  
ZONE "X", "X500" AND "AE" WITH A  
BASE FLOOD ELEVATION OF 20 FEET  
ACCORDING TO MAP NUMBER  
28047C0358G, DATED JUNE 16, 2009.  
THE ABOVE STATEMENT IS FOR  
INFORMATION ONLY AND DOES NOT  
REPRESENT THIS SURVEYOR'S  
OPINION OF THE PROBABILITY OF  
FLOODING. THIS SURVEYOR  
ASSUMES NO LIABILITY FOR THE  
CORRECTNESS OF THE CITED MAP.

SCALE 1" = 100'  
REFERENCE: GRID NORTH  
BY GPS OBSERVATION  
(DATUM=NAD 83)

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

- REFERENCE MATERIALS:**
- 1.) RECORDED PLAT OF COOPER TERRACE  
SUBDIVISION
  - 2.) HARRISON COUNTY TAX MAPS, CURRENT EDITION
  - 3.) PROPERTY LINK OF HARRISON COUNTY, MS (DELTA  
COMPUTER SYSTEMS, INC. WEBSITE)
  - 4.) LONG BEACH ZONING MAP AND ORDINANCE
  - 5.) RECORDED PLAT OF SEA SIDE FARMS SUBDIVISION
  - 6.) INST. NO. 2018-4339-D-11

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

FRONT YARD - 25 FEET  
SIDE YARD - 8 FEET  
REAR YARD - 15 FEET

**NOTES:**

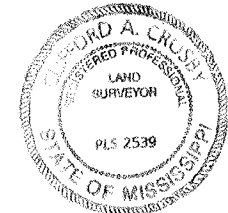
- 1.) FIELD SURVEY PERFORMED WITH A TOPCON VR GPS RECIEVER.
- 2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY  
GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED  
ON SPC (2301 MS E).
- 3.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND  
VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING  
@ 1-800-227-6477.
- 4.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO  
BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.
- 5.) THIS IS A CLASS "B" SURVEY.
- 6.) BEARINGS SHOWN HEREON ARE DERIVED BY  
GRID NORTH BY GPS OBSERVATION, ALL LINES RELATIVE TO.

**SURVEYOR'S CERTIFICATE**

I, CLIFFORD A. CROSBY, PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT  
THE FOREGOING PLAT AND DESCRIPTIONS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND  
THAT ALL MONUMENTS SHOWN ON THIS SURVEY ACTUALLY EXIST AS LOCATED AND THAT ALL DIMENSIONAL AND OTHER  
DATA SHOWN ARE CORRECT. I ALSO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE  
IN ACCORDANCE WITH "MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI".

WITNESS MY SIGNATURE AND SEAL THIS 22<sup>ND</sup> DAY OF SEPT., 2019.

*Clifford A. Crosby*  
CLIFFORD A. CROSBY, MS PLS NO. 2539



**GPS OBSERVATION  
NOTE**

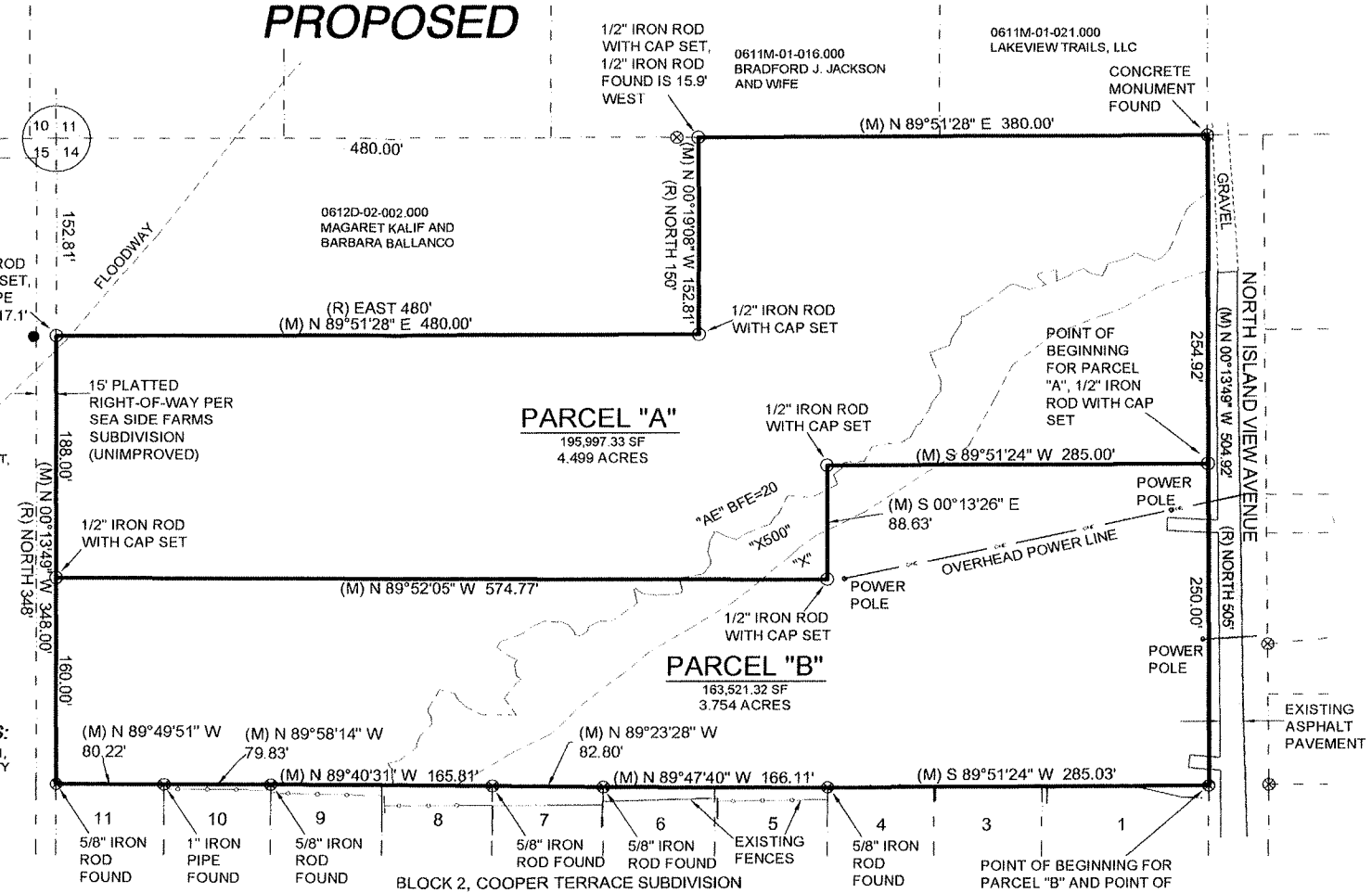
DATE OF FIELD WORK: 09/21/2019  
TOPCON VR RECIEVER WAS  
USED FOR GPS OBSERVATION,  
UTILIZING THE EARL DUDLEY, INC.  
REAL-TIME NETWORK

CLIENT: DEBBIE B. CURTIS  
DATE OF FIELD SURVEY: 9/21/2019  
DRAWN BY: CAC  
JOB NUMBER: 19449.dwg

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

**A RESUBDIVISION OF A 8.253 ACRE PARCEL, SITUATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 14, TOWNSHIP 8 SOUTH, RANGE 12 WEST, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO PARCELS "A" AND "B". SAID LOT BEING REFERRED TO AS TAX PARCEL NO. 0612D-02-001.000**

# PROPOSED



- LEGEND:**
- ⊗ --- IRON ROD FOUND
  - --- IRON PIPE FOUND
  - --- IRON ROD SET
  - ⊗ --- SPIKE FOUND
  - △ --- SPIKE SET
  - ⊗ --- CONCRETE MONUMENT FOUND
  - ⊗ --- CONCRETE MONUMENT SET
  - ⊗ --- LIGHTARD KNOT FOUND
  - APR --- AS PER SURVEY
  - APR --- AS PER RECORD
  - APP --- AS PER PLAT
  - IRF --- IRON ROD FOUND
  - IRS --- IRON ROD SET

**FLOOD ZONE NOTE:**  
 BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN THE FIRM ZONE "X", "X500" AND "AE" WITH A BASE FLOOD ELEVATION OF 20 FEET ACCORDING TO MAP NUMBER 28047C0356G, DATED JUNE 16, 2009. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING. THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.

**SCALE 1" = 100'**  
**REFERENCE: GRID NORTH BY GPS OBSERVATION (DATUM=NAD 83)**

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

- REFERENCE MATERIALS:**
- 1) RECORDED PLAT OF COOPER TERRACE SUBDIVISION
  - 2) HARRISON COUNTY TAX MAPS, CURRENT EDITION
  - 3) PROPERTY LINK OF HARRISON COUNTY, MS (DELTA COMPUTER SYSTEMS, INC. WEBSITE)
  - 4) LONG BEACH ZONING MAP AND ORDINANCE
  - 5) RECORDED PLAT OF SEA SIDE FARMS SUBDIVISION

**MINIMUM BUILDING SETBACKS:**  
 THIS PARCEL OF LAND IS LOCATED IN A ZONE R-1, SINGLE FAMILY RESIDENCE DISTRICT AS PER CITY OF LONG BEACH ZONING MAP.  
 FRONT YARD - 25 FEET  
 SIDE YARD - 8 FEET  
 REAR YARD - 15 FEET

- NOTES:**
- 1.) FIELD SURVEY PERFORMED WITH A TOPCON VR GPS RECIEVER.
  - 2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
  - 3.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.
  - 4.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.
  - 5.) THIS IS A CLASS "B" SURVEY.
  - 6.) BEARINGS SHOWN HEREON ARE DERIVED BY: GRID NORTH BY GPS OBSERVATION, ALL LINES RELATIVE TO.

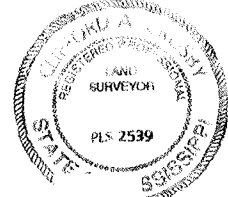
**PREPARED BY:**  
**CLIFFORD A. CROSBY, PLS**  
 716 LIVE OAK DRIVE  
 BILOXI, MS 39532 PHONE: 228-234-1649

### SURVEYOR'S CERTIFICATE

I, CLIFFORD A. CROSBY, PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTIONS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT ALL MONUMENTS SHOWN ON THIS SURVEY ACTUALLY EXIST AS LOCATED AND THAT ALL DIMENSIONAL AND OTHER DATA SHOWN ARE CORRECT. I ALSO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI".

WITNESS MY SIGNATURE AND SEAL THIS 22ND DAY OF SEPT., 2019.

CLIFFORD A. CROSBY, MS PLS NO. 2539



### GPS OBSERVATION NOTE

DATE OF FIELD WORK: 09/21/2019  
 TOPCON VR RECIEVER WAS USED FOR GPS OBSERVATION, UTILIZING THE EARL DUDLEY, INC. REAL-TIME NETWORK

CLIENT: DEBBIE B. CURTIS  
 DATE OF FIELD SURVEY: 9/21/2019  
 DRAWN BY: CAC  
 JOB NUMBER: 19449.dwg



REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

LONG BEACH PLANNING COMMISSION

CERTIFICATE OF RESUBDIVISION

In accordance with Article II, Section 3 of the Code of Ordinance (Subdivision Regulations) of the City of Long Beach as amended, it is hereby certified that the Long Beach Planning Commission Chairman and Long Beach Mayor and Board of Aldermen have reviewed and approved the attached Final Plat. The following property has been subdivided from Harrison County ad valorem tax parcel (0612D-02-001.000) into (two) parcels. The subject property is generally described as being located (on west side of North Island View Avenue, Long Beach, MS).

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

LEGAL DESCRIPTIONS

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

A parcel of land being located in Section 14, Township 8 South, Range 12 West, Harrison County, Mississippi, better described as:

4.8 acres, more or less, and being situated in Section 14, Township 8 South, Range 12 West, First Judicial District of Harrison County, Mississippi; Beginning at the NW corner of said Section and running East along the North line of said Section 480 feet to the point of beginning. Running thence South 505 feet; thence East 400 feet, more or less, to a road; running thence North with the West Margin of a road 505 feet more or less, to the North line of said Section; running thence West along said Section 400 feet, more or less to point of beginning.

AND

3.83 acres, more or less, and being situated in the NW¼ of Section 14, Township 8 South Range 12 West, First Judicial District of Harrison County, Mississippi, commencing at a point 150 feet south of the NW corner of Section on the remains of an old fence line being the point of beginning. Thence Easterly a distance of 480 feet to a point; thence South a distance of 348 feet to a point; thence westerly a distance of 480 feet to a point; thence North 00 degrees 12' East a distance of 348 feet to the point of beginning.

LEGAL DESCRIPTIONS OF THE TWO PROPOSED PARCELS:

LEGAL DESCRIPTION of (Parcel "A"):

A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF FRACTIONAL SECTION 14, TOWNSHIP 8 SOUTH, RANGE 12 WEST, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):

COMMENCING AT A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 1, BLOCK 2, COOPER TERRACE SUBDIVISION, SAID POINT LYING ON THE WEST MARGIN OF NORTH ISLAND VIEW AVENUE; THENCE ALONG SAID WEST MARGIN, N00°13'49"W 250.00' TO A 1/2" IRON ROD SET AT THE POINT OF BEGINNING; THENCE S89°51'24"W 285.00' TO A 1/2" IRON ROD WITH CAP SET; THENCE S00°13'26"E 88.63' TO A 1/2" IRON ROD WITH CAP SET; THENCE N89°52'05"W 574.77' TO A 1/2" IRON ROD WITH CAP SET ON THE WEST LINE OF SAID SECTION 14; THENCE ALONG SAID WEST LINE, N00°13'49"W 188.00' TO A 1/2" IRON ROD WITH CAP SET; THENCE N89°51'28"E 480.00' TO A 1/2" IRON ROD WITH CAP SET; THENCE N00°19'08"W 152.81' TO A 1/2" IRON ROD WITH CAP SET ON THE NORTH LINE OF SAID SECTION 14; THENCE ALONG SAID NORTH LINE, N89°51'28"E 380.00' TO A CONCRETE MONUMENT FOUND ON THE WEST MARGIN OF NORTH ISLAND VIEW AVENUE; THENCE ALONG SAID WEST MARGIN, S00°13'49"E 254.92' TO THE POINT OF BEGINNING, CONTAINING 195,997.33 SQUARE FEET OR 4.499 ACRES.

LEGAL DESCRIPTION of (Parcel "B"):

A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF FRACTIONAL SECTION 14, TOWNSHIP 8 SOUTH, RANGE 12 WEST, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):

BEGINNING AT A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 1, BLOCK 2, COOPER TERRACE SUBDIVISION, SAID POINT LYING ON THE WEST MARGIN OF NORTH ISLAND VIEW AVENUE; THENCE ALONG THE NORTH LINE OF COOPER TERRACE SUBDIVISION, S89°51'24"W 285.03' TO A 5/8" IRON ROD FOUND; THENCE FURTHER ALONG SAID NORTH LINE, N89°47'40"W 166.11' TO A 5/8" IRON ROD FOUND; THENCE FURTHER ALONG SAID NORTH LINE, N89°23'28"W 82.80' TO A 5/8" IRON ROD FOUND; THENCE FURTHER ALONG SAID NORTH LINE, N89°40'31"W 165.81' TO A 5/8" IRON ROD FOUND; THENCE FURTHER ALONG SAID NORTH LINE, N89°58'14"W 79.83' TO A 1" IRON PIPE FOUND; THENCE FURTHER ALONG SAID NORTH LINE, N89°49'51"W 80.22' TO A 5/8" IRON ROD FOUND AT THE NORTHWEST CORNER OF LOT 11, BLOCK 2, COOPER TERRACE SUBDIVISION; THENCE ALONG THE WEST LINE OF SAID SECTION 14, N00°13'49"W 160.00' TO A 1/2" IRON ROD WITH CAP SET; THENCE S89°52'05"E 574.77' TO A 1/2" IRON ROD WITH CAP SET; THENCE N00°13'26"W 88.63' TO A 1/2" IRON ROD WITH CAP SET; THENCE N89°51'24"E 285.00' TO A 1/2" IRON ROD WITH CAP SET ON THE WEST MARGIN OF NORTH ISLAND VIEW AVENUE; THENCE ALONG SAID WEST MARGIN, S00°13'49"E 250.00' TO THE POINT OF BEGINNING, CONTAINING 163,521.32 SQUARE FEET OR 3.754 ACRES.

PREPARED BY:

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

MINUTES OF OCTOBER 24, 2019

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CERTIFICATE OF OWNERSHIP

I hereby certify that I am one of the owners of the property described hereon, which property is within the subdivision regulation jurisdiction of the City of Long Beach, and that I freely adopt this plan of subdivision.

SIGNED BY: Debbie B. Curtis  
DEBBIE B. CURTIS

DATE 9/27/2019

Subscribed and sworn to before me, in my presence this 27th day of September 20 19, a Notary Public in and for the County of Harrison, State of Mississippi.



Ashley R. Coleman  
NOTARY PUBLIC

My Commission Expires: 8/20/23

CERTIFICATE OF APPROVAL

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

ADMINISTRATOR \_\_\_\_\_ DATE \_\_\_\_\_

CERTIFICATE OF SURVEY AND ACCURACY

I hereby certify that this map drawn by me or drawn under my supervision from actual survey made by me or actual survey made under my supervision and a deed description recorded in instrument no. 2018-0005339-D-J1 in accordance with all applicable codes and ordinances. Witness my original signature, registration number and seal this the 22nd day of SEPT., 2019.



Clifford A. Crosby  
Clifford A. Crosby, P.L.S.  
2539  
MS P.L.S. NO.

PLANNING COMMISSION

Approved by the City of Long Beach Planning Commission at the regular meeting of said Commission held on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

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

ACCEPTANCE

Submitted to and approve by the City of Long Beach, Board of Aldermen, at the regular meeting of said Board of Aldermen held on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

ADOPT: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
MAYOR \_\_\_\_\_ CITY CLERK \_\_\_\_\_

PREPARED BY:

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

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Special Tap Fee North Islandview Ave.				
Date: 10-04-19				
WATER TAP				
<b>MATERIALS:</b>				
<b>QTY.</b>		<b>ITEM</b>	<b>PRICE</b>	<b>TOTAL</b>
2	EA	1" Corp	\$39.00	\$78.00
2	EA	1" curb stop	\$51.00	\$102.00
30	FT	Roll Tube	\$0.35	\$10.50
2	EA	Meter Box	\$47.00	\$94.00
2	EA	1 X 2 Sadel	\$50.00	\$100.00
<b>TOTAL MATERIAL COST</b>				<b>\$384.50</b>
<b>EQUIPMENT:</b>				
<b>QTY.</b>		<b>ITEM</b>	<b>PRICE</b>	<b>TOTAL</b>
4	HRS	161-TRACK HOE	\$21.00	\$84.00
4	HRS	DUMP TRUCK/ Trailer	\$45.00	\$180.00
4	HRS	CREW TRUCK	\$10.00	\$40.00
<b>TOTAL EQUIPMENT COST</b>				<b>\$304.00</b>
<b>LABOR:</b>				
		<b>LABOR</b>		<b>TOTAL</b>
				\$384.96
<b>TOTAL LABOR COST</b>				<b>\$384.96</b>
<b>FUEL:</b>				
				<b>TOTAL</b>
		<b>TOTAL MATERIAL COST</b>		\$384.50
		<b>TOTAL EQUIPMENT COST</b>		\$304.00
		<b>TOTAL LABOR COST</b>		\$384.96
		<b>TOTAL</b>		<b>\$1,073.46</b>
		<b>5% FUEL COST</b>		<b>\$53.67</b>
<b>PLEASE REMIT MATERIAL AND EQUIPMENT COST TO:</b>				<b><u>\$688.50</u></b>
City of Long Beach				
P.O. Box 929				
Long Beach, MS 39560				
<b>PLEASE REMIT LABOR &amp; FUEL COST TO:</b>				<b><u>\$438.64</u></b>
Utility Partners, LLC				
P.O. Box 591				
Long Beach, MS 39560				
<b>TOTAL WATER TAP FEE COST</b>				<b>\$1,127.14</b>

## MINUTES OF OCTOBER 24, 2019

## REGULAR MEETING

## LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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



**OVERSTREET  
& ASSOCIATES**  
CONSULTING ENGINEERS

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

October 10, 2019

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

**RE: Certificate of Resubdivision – Tax Parcel No. 0612D-02-001.000**

Ladies and Gentlemen:

We have received the referenced Certificate of Resubdivision and reviewed it for compliance with the City's ordinances. This subdivision proposes to subdivide a single existing parcel into two new parcels, with both parcels having frontage on the west side of N. Island View Avenue. Each parcel has appropriate street frontage and conforming lot sizes, widths, setbacks, etc., and the form and verbiage of the subdivision document itself appears appropriate. Approval of the subdivision should be subject to the payment of any required tapping fees or special connection fees as determined by the City's Public Works department.

Sincerely,

David Ball, P.E.

DB:539

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

After considerable discussion, and recommendation made by the City Engineer, Commissioner McKenzie made motion, seconded by Commissioner Ward and unanimously carried recommending the approval of the Resubdivision in accordance with the Subdivision Regulation, Article II. MINOR AND MAJOR SUBDIVISION GENERAL REGULATIONS.

\*\*\*\*\*

There came for discussion under New Business, the Replat of Phase 2 Castine Pointe Subdivision, Submitted by Jared Riecke, Castine Pointe, LLC, as follows:

## REGULAR MEETING

## LONG BEACH PLANNING and DEVELOPMENT COMMISSION

## CASTINE POINTE, LLC

17940 PAINTERS ROW, COVINGTON, LA 70435

OCTOBER 11, 2019

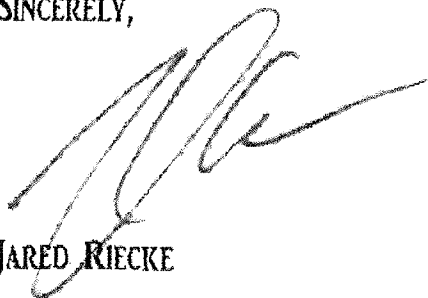
CITY OF LONG BEACH  
PLANNING COMMISSION  
201 JEFF DAVIS AVENUE  
LONG BEACH, MS 39560

RE: REPLAT OF PHASE 2 CASTINE POINTE SUBDIVISION

TO WHOM IT MAY CONCERN:

PLEASE ACCEPT THIS LETTER AS A FORMAL REQUEST TO REPLAT PHASE 2 OF CASTINE POINTE SUBDIVISION TO PHASES 2, 3, 4, 5 & 6. WE WILL FILE A FINAL PLAT APPLICATION ON EACH PHASE AS IT IS COMPLETED. WE HAVE ENCLOSED A NEW PLAT OUTLINING THE NEW PHASES. IF ANY ADDITIONAL INFORMATION IS NEEDED PLEASE CONTACT STEVE DROWN AT 228-313-1063 / [STEVEDROWN1@GMAIL.COM](mailto:STEVEDROWN1@GMAIL.COM). YOUR CONSIDERATION IS APPRECIATED.

SINCERELY,



JARED RIECKE

CASTINE POINTE, LLC

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

INDEXING INSTRUCTIONS:

SE1/4 and NE1/4 of Section 2,  
Township 8 South, Range 12 West

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
FIRST JUDICIAL DISTRICT



1st Judicial District  
Instrument 2008 3415 D -J1  
Filed/Recorded 4 22 2008 3 10 P  
Total Fees 12.00  
4 Pages Recorded

TITLE NOT EXAMINED

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 all of which is hereby acknowledged, the undersigned, CASTINE DEVELOPMENT, INC., *t/k/a* M. SALLOUM LAND COMPANY, INC., a Mississippi Corporation, does hereby sell, convey and warrant unto CASTINE POINTE, L.L.C., a Louisiana Limited Liability Company, the following described property located in the First Judicial District of Harrison County, Mississippi, and more particularly described in Exhibit "A" attached hereto.

This conveyance is made and accepted subject to all restrictions, reservations and easements affecting said property of record in the First Judicial District Office of the Chancery Clerk of Harrison County, Mississippi.

Ad Valorem Taxes for the year 2008 are hereby assumed by Grantee and are to be paid by the Grantee herein when due.

EXECUTED this the 1st day of April, 2008.

CASTINE DEVELOPMENT, INC., *t/k/a*  
M. SALLOUM LAND COMPANY, INC.,  
A Mississippi Corporation

By: Jared J. Caruso-Riecke  
JARED J. CARUSO-RIECKE  
President/Director

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 1st day of April, 2008, within my jurisdiction, the within named JARED J. CARUSO-RIECKE, who acknowledged that he is President/Director of Castine Development, Inc., *t/k/a* M. SALLOUM LAND COMPANY, INC., a Mississippi Corporation, and that for and on behalf of said corporation he executed the above and foregoing instrument, after first having been duly authorized by said corporation.

Jeanmarie McDaniel  
NOTARY PUBLIC



Grantor's Address:

350 N. Causeway Blvd.  
Mandeville, LA 70448  
Telephone No. (985) 626-5330

Grantee's Address:

350 N. Causeway Blvd.  
Mandeville, LA 70448  
Telephone No. (985) 626-5330

PREPARED BY & RETURN TO:

PAGE, MANNINO, FERESICH &  
MCDERMOTT, P.L.L.C.  
759 VIEUX MARCHE MALL  
BILOXI, MS 39233  
(228) 374-2100

## REGULAR MEETING

## LONG BEACH PLANNING and DEVELOPMENT COMMISSION

lbsb 54

3

Exhibit "A"

West three-quarters of East half of Northwest quarter of Northeast quarter (W3/4 of E1/2 of NW1/4 of NE1/4) and West Half of Southwest Quarter of Northeast quarter (W1/2 of SW1/4 of NE1/4) of Section 2, Township 8 South, Range 12 West in Harrison County, Mississippi.

Being the same property conveyed to Seller by Lucille C. Williams in Deed Book 560 at Page 358, and recorded in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

and;

The W1/2 of the NE1/4 of the NE1/4 and the E1/2 of the SW1/4 of the NE1/4 and the E1/2 of the E1/2 of the E1/2 of the NW1/4 of the NE1/4 all in Section 2, Township 8 South, Range 12 West in Harrison County, Mississippi, being 45 acres, more or less.

Being the same property conveyed to Seller by W.C. Dobbs and Earline H. Dobbs in Deed Book 547 at Page 240, and recorded in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

and;

Lot Ten (10) of Fractional Section Two (2), Township Eight (8) South of Range Twelve (12) West, sometimes known and described as the West One-half (W1/2) of the Southeast Quarter (SE1/4) of Section Two (2), Township Eight (8) South of Range Twelve (12) West in Harrison County, Mississippi, and containing 73 acres more or less, together with all improvements situated thereon, less and excepting therefrom a small portion of land in the Northeast corner thereof, described as follows:

Beginning at the Northwest corner of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Lot Nine (9) of said Fractional Section Two (2), Township Eight (8) South of Range Twelve (12) West, and running thence West a distance of 8 feet, thence running South a distance of 660 feet; running thence East 8 Feet, and running thence North and along the West line of said Lot Nine (9) a distance of 660 feet to the Place of beginning.

ALSO:

The North one-half (N1/2) of the lot described as beginning at the Northwest corner of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) in said Section Two (2), Township Eight (8) South of Range Twelve (12) West, and running thence West 8 feet, running thence South 660 feet, running thence East 8 feet, running thence North 660 feet to the place of beginning. Said strip of land being the East 8 feet off of the North One-half (N1/2) of the North one-half (N1/2) of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of said Fractional Section Two (2), Township Eight (8) South of Range Twelve (12) West in Harrison County, Mississippi.

ALSO:

Beginning at a point on the West margin of Klondyke Road, which point is 208 feet North of the Southeast corner of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Two (2), Township Eight (8) South of Range Twelve (12) West, and from said point of beginning running thence North along the West margin of said Klondyke Road, a distance of 1129 feet to a point; running thence West a distance of 1323.5 feet to a point; running thence South a distance of 1337 feet to a point; running thence East a distance of 1117 feet to a point; running thence North a distance of 208 feet to a point; running thence East a distance of 208 feet to the West margin of Klondyke Road, the point of beginning.

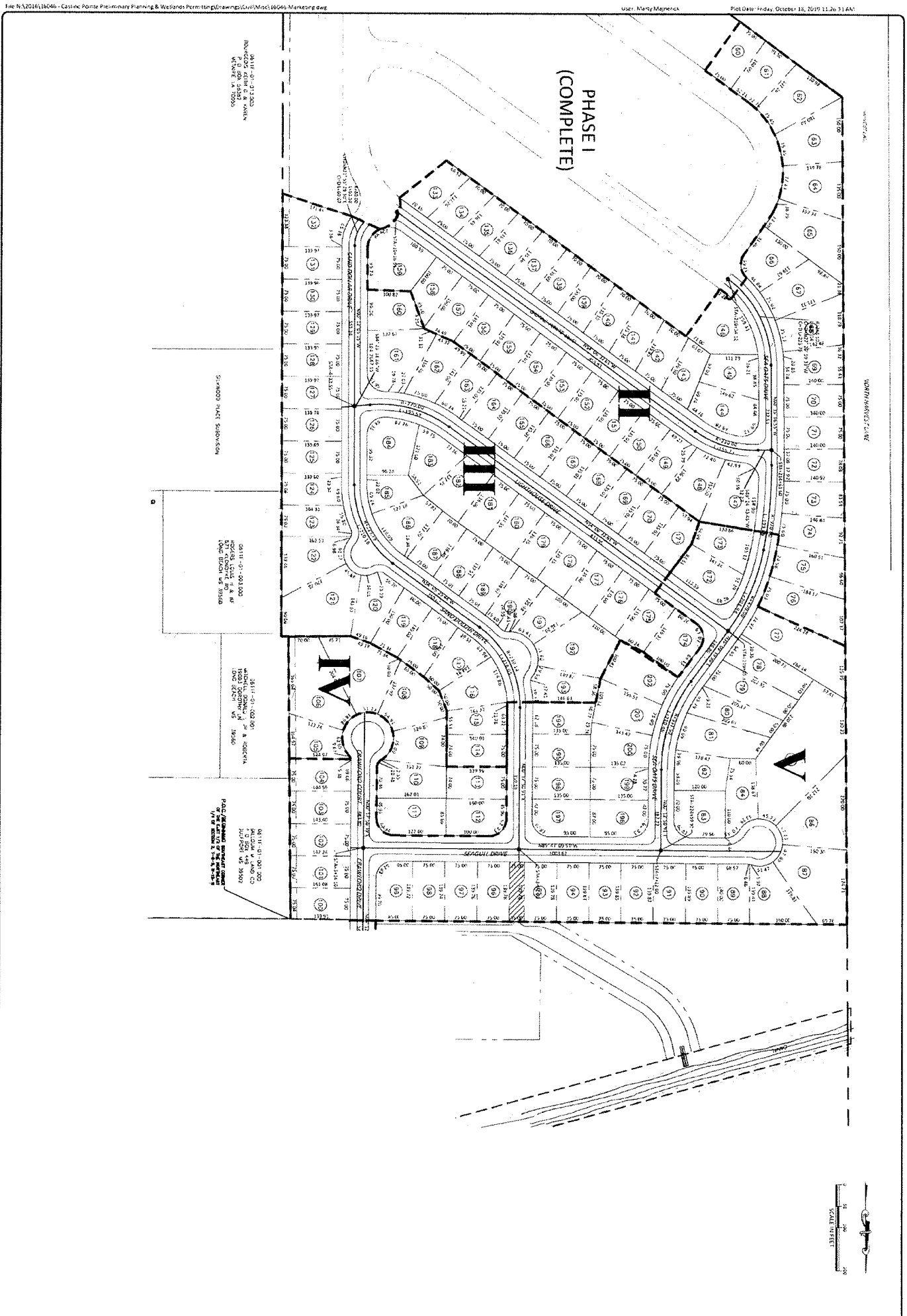
Being the same property conveyed to Seller by Joe Salloum and Mitchell Salloum in Deed Book 543 at Page 108, and recorded in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

4



REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION



P1

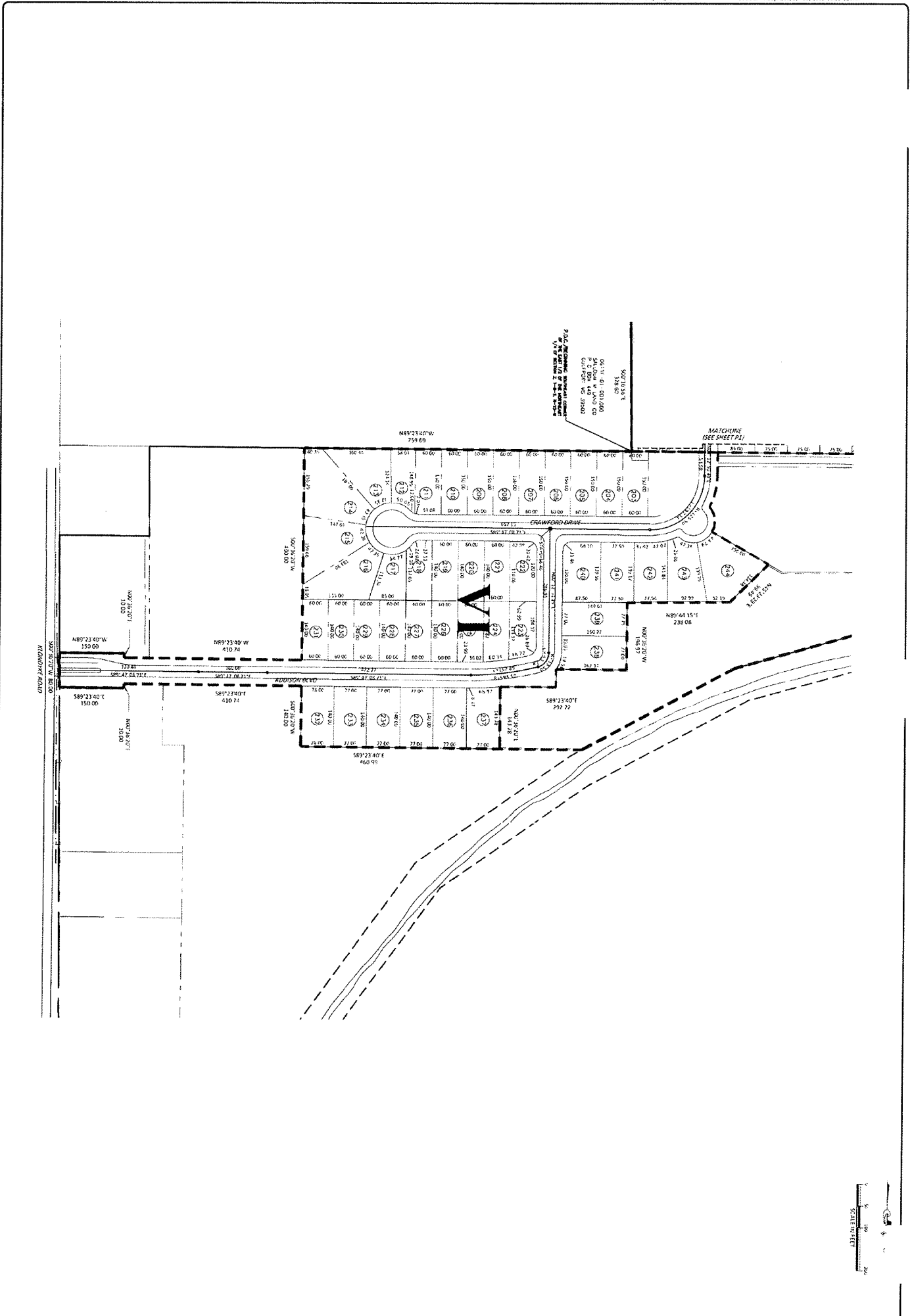
**Kyle Associates,**  
 Planning, Engineering, and Landscape Architecture  
 1000 Highway 100, Suite 100  
 Long Beach, MS 38604  
 Phone: 662-866-1111  
 Fax: 662-866-1112  
 Email: info@kyleassoc.com


STAMP

REVISIONS		
NO.	DATE	APP'D.

**CASTINE POINTE DEVELOPMENT - PHASE II**  
 HARRISON COUNTY, MISSISSIPPI  
 OWNER/DEVELOPER - CASTINE POINTE DEVELOPMENT, INC.  
**PRELIMINARY PLAT PLAN**

SCALE (22x34)	1" = 100'-0"	DESIGNED BY	KMD
SCALE (11x17)	1" = 200'-0"	DRAWN BY	TM
DATE	OCT 2017	CHECKED BY	KMD
		DATE	10/24/17
		NO. OF SHEETS	16046



<b>P2</b>	 <p><b>Kyle Associates,</b> Planning, Engineering, and Landscape Architecture</p>	<p>DATE</p> <p>NO.</p> <p>DATE</p> <p>NO.</p> <p>DATE</p> <p>NO.</p>	<p>REVISIONS</p> <p>NO.</p> <p>DATE</p> <p>NO.</p> <p>DATE</p> <p>NO.</p>	<p>APP'D.</p> <p>NO.</p> <p>DATE</p> <p>NO.</p> <p>DATE</p> <p>NO.</p>	<p><b>CASTINE POINTE DEVELOPMENT - PHASE II</b></p> <p>HARRISON COUNTY, MISSISSIPPI</p> <p>OWNER/DEVELOPER - CASTINE POINTE DEVELOPMENT, INC.</p> <p><b>PRELIMINARY PLAT PLAN</b></p>	<p>SCALE: 1" = 100'-0"</p> <p>SCALE: 1" = 200'-0"</p> <p>DATE: OCT 2017</p>	<p>DESIGNED BY: KMD</p> <p>DRAWN BY: TM</p> <p>CHECKED BY: KMD</p> <p>DATE: OCT 2017</p> <p>SCALE: 16046</p>	<p>CASTINE POINTE DEVELOPMENT, INC.</p> <p>1000 W. MAIN STREET, SUITE 200</p> <p>MEMPHIS, TN 38103</p>
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REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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



**OVERSTREET  
& ASSOCIATES**  
CONSULTING ENGINEERS

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

October 22, 2019

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

**RE: Castine Pointe – Phase II**

Ladies and Gentlemen:

It is my understanding that the developers of the referenced subdivision have submitted a request to replat the subdivision into several phases. Of course, the construction plans associated with each incremental phase have already been approved by the City previously in early 2018 approximately, and we have no question about those. The approved construction plans have been utilized to construct approximately 80-90% of the required improvements for all phases, and we actually plan on performing a preliminary walkthrough on those completed improvements very soon.

As for the requested replat, this seems to be procedurally the correct process to allow the developer to incrementally plat and sell lots in this development. The final plat process will be utilized for each future phase per the typical City process.

Below are the outstanding issues that I see:

- The connecting road to Klondyke Rd. was originally approved as part of the Preliminary Plat of original Ph. II, and has not yet been constructed due to permitting limitations, namely from wetlands and from floodway/floodplain issues. This connecting road will, in my opinion, provide major traffic relief to the subdivision and improvements to traffic congestion at the Klondyke/Commission intersection; however, after this replat, the road is a part of Phase VI. Further, this road could play an important role in life safety/civil defense. It is my understanding that the developer has every intention of constructing the connecting road eventually, once the permit issues are resolved. The Subdivision Ordinance does provide the "Completion Bond" process to allow for final platting prior to completion of all items of work, while still providing assurance to the City through a completion bond that the work will eventually be completed.
- Critical elements of the overall subdivision (original Ph. II) which serve incremental phases of the replatted subdivisions should probably be platted as part of the phase that they serve. I.e., drainage infrastructure such as culverts and detention ponds which carry stormwater runoff away from replatted Ph. II should probably be platted with the replatted Ph. II, even though they are physically in other phase areas. The pump station in replatted Ph. V should probably be handled similarly since it provides sewer pumping service for the replatted Phases II-VI. I'm not exactly sure how the final plats should convey these items. Perhaps just the rights-of-way or easements that contain such infrastructure should be dedicated as part of the plat.

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

October 22, 2019

I hope that the above information assists the City in their consideration of this replat process.

Sincerely,



David Ball, P.E.

DB:539

REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

After considerable discussion and upon recommendation of the City Engineer, Commissioner Seal made motion, seconded by Commissioner Husband and unanimously carried recommending the approval of the Replat as submitted.

\*\*\*\*\*

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

APPROVED:

\_\_\_\_\_

Commission Chairman Frank Olaiivar

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

ATTEST:

\_\_\_\_\_

Tina M. Dahl, Minutes Clerk