

**MINUTES OF SEPTEMBER 12, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**AGENDA
SEPTEMBER 12, 2024
REGULAR MEETING OF THE PLANNING and DEVELOPMENT COMMISSION
CITY OF LONG BEACH, MISSISSIPPI
5:30 O'CLOCK P.M.
LONG BEACH CITY HALL
MEETING ROOM
201 JEFF DAVIS AVENUE**

I. CALL TO ORDER

II. ROLL CALL AND ESTABLISH QUORUM

III. PUBLIC HEARINGS

- 1. Variance- 120 Mount Bass, Tax Parcel 0611N-03-035.000, Submitted by Bennetta J. Dauro (owner) and Bernard A. Cousins (agent).
- 2. Variance- 125 Oak Gardens Avenue, Tax Parcel 0612E-02-039.000, Submitted by RSP Gulf Properties (owner) and M & H Builders, Gary Mata (agent).

IV. ANNOUNCEMENTS

V. APPROVE MINUTES

- 1. August 22, 2024

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

- 1. Tree Removal- 4377 Beatline Road, Tax Parcel 0512C-01-006.000, Submitted by Jennifer L. Weems.
- 2. Tree Removal- Lot 1, Pineville Road, Tax Parcel 0511N-01-004.011, Submitted by Kevin and Sheryl Hicks.
- 3. Short-Term Rental- 105 Sea Pine, Tax Parcel 0711M-03-044.000, Submitted by Michael and Heather Hagensee (owners) and Gulf Coast Property Management, Bill Anderson (property manager).
- 4. Certificate of Resubdivision- 0 East Beach Blvd, Tax Parcel 0711N-05-050.000, Submitted by Bobby Wayne Mooney.

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 September 17, 2024.

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

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

**MINUTES OF SEPTEMBER 12, 2024
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Be it remembered that two (2) Public Hearings were heard before the Long Beach Planning and Development Commission, Long Beach, Mississippi, and begun at 5:30 o'clock p.m., Thursday, September 12, 2024, in said City, and the same being the time, date and place fixed for holding said public hearings.

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

Absent the public hearings were Commissioner Jennifer Glenn and Building Official Mike Gundlach.

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

The first public hearing to consider a Variance for the property located at 120 Mount Bass, Tax Parcel 0611N-03-035.000, submitted by Bennetta J. Dauro, owner and Bernard A. Cousins, agent, as follows:

MINUTES OF SEPTEMBER 12, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

Office use only	
Date Received	8/1/24
Zoning	R-1
Agenda Date	9/12/24
Check Number	4147

VARIANCE REQUEST

I. Tax Parcel Number(s): 0611N-03-035,000

II. Address of Property Involved: 120 MOUNT BASS, LONG BEACH MS

III. Statement clearly explaining the request being made. (Attach supplemental pages if necessary.)
WE REQUEST A WAIVER FROM THE REQUIREMENT TO INCLUDE A SIDEWALK/WALKWAY IN OUR NEW HOME CONSTRUCTION PLANS

****PLEASE COMPLETE THE FOLLOWING:**

A. Describe any special condition that justify the granting of this request and that are peculiar to the property and do not apply to other properties in the general area. What are the reasons for the request and why the applicant cannot meet the stated code requirement?

NO OTHER HOME ON MOUNT BASS HAS SIDEWALKS

B. Describe how the special condition discussed above is not the result of actions taken by the applicant. Show that the applicant did not cause the need for this request.

WHEN ALL THE OTHER HOMES ON MOUNT BASS WERE BUILT THERE WAS APPARENTLY NO REQUIREMENT TO INCLUDE A SIDEWALK

C. Show that an unnecessary hardship exists due to the character of the property and that this hardship makes the request necessary. State what hardship is caused if the applicant is required to meet code requirements? What is the result of this hardship? What would result if the Zoning Board denied this request?

IF THE ZONING BOARD DENIED THIS REQUEST THEN WE WOULD BUILD A 73' WALKWAY (THE WIDTH OF THE PROPERTY). ADDITIONAL EXPENSE WOULD BE INCURRED

D. Show that denial of this request will deprive the applicant of rights commonly enjoyed by other properties in the general area and that the granting of this variance request will make possible the reasonable use of land while not conferring any special privilege. Outline how the subject of the variance is common in the area and if the applicant were to be denied this variance a right would be taken away which is granted to other properties. State how the variance makes reasonable use of the existing land and why the same action cannot be done in a way that does not require a variance. Show that granting of this variance does not give the applicant any special privileges that the properties in the area would find desirable.

IF THE ZONING BOARD APPROVED THIS REQUEST THEN THERE WOULD NOT BE ANY SPECIAL PRIVILEGES GRANTED

**MINUTES OF SEPTEMBER 12, 2024
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

IV. REQUIRED ATTACHMENTS:

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

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

V. OWNERSHIP AND CERTIFICATION:

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

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

BENNETTA J. DAULLO
Name of Rightful Owner (PRINT)

BERNARD A. COUSINS
Name of Agent (PRINT)

20569 Johnson Road
Owner's Mailing Address

20158 Lovels Lane
Agent's Mailing Address

Long Beach MS 39560
City State Zip

Long Beach MS 39560
City State Zip

228-864-1596
Phone

228-263-4515
Phone

[Signature] 8/1/24
Signature of Rightful Owner Date

[Signature] 8/1/2024
Signature of Applicant Date

MINUTES OF SEPTEMBER 12, 2024
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ATTACHMENT TO VARIANCE REQUEST

SENNETTA V. DAULO

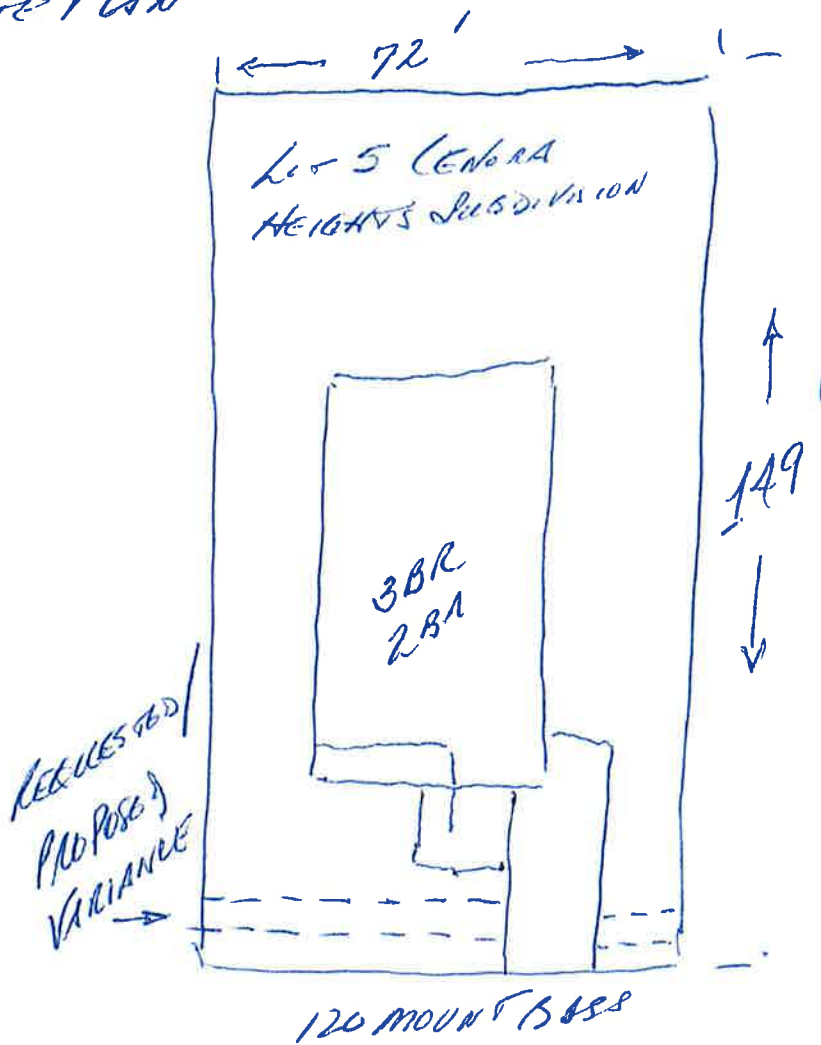
A. INTEREST & OWNERSHIP

APPLICANT: SENNETTA V. DAULO
20569 Johnson Road
Long Beach MS 39560

OWNER: SENNETTA V. DAULO

No other interested parties, including the owners of adjacent properties

B. Site Plan



**MINUTES OF SEPTEMBER 12, 2024
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Prepared by:
Gene J. Hoffman IV
Attorney at Law
311 East Second St.
Pass Christian, MS 39571
(228) 452-9408
Mississippi Bar Number: 104994

Return to:
Gene J. Hoffman IV
Attorney at Law
311 East Second St.
Pass Christian, MS 39571
(228) 452-9408

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, **WAYNE LANDON PITALO**, of 5672 Merwood Court, Mobile, AL 36619, (251) 767-6997, do es hereby sell, convey and warrant unto **BENNETTA J. DAURO**, of P.O. Box 110, Long Beach, MS 39560, (228) 864-1590, the following described real property situated in Harrison County, First Judicial District, State of Mississippi, described as:

Lot 5, LENORA HEIGHTS SUBDIVISION, First Judicial District of Harrison County, Mississippi, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, First Judicial District, Mississippi, in Plat Book 24 at Page 10 thereof.

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

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

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

Witness the signature of the Grantor this 15th day of February, 2024.

Wayne Landon Pitalo
WAYNE LANDON PITALO

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named **WAYNE LANDON PITALO**, who acknowledged that he executed the above and foregoing instrument on the day and in the year therein written.

Given under my hand and official seal of office this 15th day of February, 2024.

Stephanie L. Wood
NOTARY PUBLIC

My Commission Expires: 10/08/2026

AFFIX SEAL



The Clerk reported that sixteen (16) notices of public hearing were sent by regular mail to property owners within one hundred sixty feet (160') of the subject property. Notices were also posted on the bulletin boards at City Hall, the Building Official's Office, and the Water Department, 201 Jeff Davis Avenue and at the Long Beach Public Library, 209 Jeff Davis Avenue; said notice was ordered as part of these proceedings:

**MINUTES OF SEPTEMBER 12, 2024
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION
City of Long Beach**



**LEGAL NOTICE
PUBLIC MEETING**

In accordance with Section 4 of the City of Long Beach Sidewalk Ordinance 587 as amended by Ordinance C15, G16 and 647, notice is hereby given advising that the Planning and Development Commission for the City of Long Beach will hold a Public Meeting for the purpose of considering a **Variance**.

Bernietta J. Dauro, 20565 Johnson Road, Long Beach, MS, 39560 (owner) and Bernard A. Cousins, 20158 Lovers Lane, Long Beach, MS, 39560 (agent), have filed an application for a Variance in accordance with the Long Beach Sidewalk Ordinance. The applicant is requesting a Variance from the placement of a sidewalk on a newly developed lot. The location of the requested Variance is 120 Mount Bass, Long Beach, MS, 39560, Tax Parcel 0611N-03-035.000. The legal description is as follows:

LOT 5 LENORA HEIGHTS SUBD

A public meeting to consider the above Variance will be held in the City of Long Beach, Mississippi, 39560, Thursday, September 12, 2024, at 5:30 p.m., in the Long Beach City Hall Meeting Room located at 201 Jeff Davis Avenue. The city encourages all residents, groups and organizations to contact the city if they have any questions concerning the Variance.

/s/ signed
Chairman
Planning Commission

201 Jeff Davis • P.O. Box 929 • Long Beach, MS 39560 • (228) 863-1556 • FAX (228) 865-0822
www.cityoflongbeachms.com

AVERY 5160	Easy Peel Address Labels Read Address Labels on your Stamp & Envelope	City of Long Beach 1100 Ave
Ray Monroe L 118 Mount Bass Long Beach, MS 39560	Marhario Michael I and Harrison Hayleigh 116 Mount Bass Long Beach, MS 39560	Velasquez Setsuko O 114 Mount Bass Long Beach, MS 39560
Sutphin Benjamin O II and Debbie S 115 Mount Bass Long Beach, MS 39560	Kallestad Kevin L and Susan K 117 Mount Bass Long Beach, MS 39560	Rager Holly Irene 119 Mount Bass Long Beach, MS 39560
Morgan Julie 121 Mount Bass Long Beach, MS 39560	Seal Cameron L J and Danielle 123 Mount Bass Long Beach, MS 39560	Duarte-Sanchez Nancy 125 Mount Bass Long Beach, MS 39560
Allen Filian R -L/E- 126 Mount Bass Long Beach, MS 39560	Glapion Neomi 124 Mount Bass Long Beach, MS 39560	Booth Paula L 122 Mount Bass Long Beach, MS 39560
Kruse Marcla A 19015 Red Bud Drive Long Beach, MS 39560	Jordan Daniel Stever and Anastacia 19013 Red Bud Drive Long Beach, MS 39560	Bogner John C 19011 Red Bud Drive Long Beach, MS 39560
Webb Fay J 19099 Red Bud Drive Long Beach, MS 39560		

MINUTES OF SEPTEMBER 12, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

BEFORE ME, the undersigned legal authority authorized to administer oaths in and for the jurisdiction aforesaid, on this day personally appeared before me, TINA M DAIL, 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 making Notices of Public Hearing for the purpose of notifying property owners within One Hundred Sixty Feet (160'), excluding public right of ways, of the subject property, when applications for zoning map changes, variances, appeals, etc., are filed, as stipulated in The Zoning Ordinance Number 598 of the City of Long Beach; and other matters pertaining to such Public Hearings and the business of the Planning and Development Commission in and for the City of Long Beach;

3. That on August 19, 2024, she did cause to be mailed, Notice of Public Hearing, a copy of which is attached hereto, to sixteen (16) property owners within One Hundred Sixty Feet (160'), excluding public right of ways, of, Tax Parcel 0611N-03-035.000, notifying them that a Public Hearing will be held, September 12, 2024, to consider an application for a Variance filed by Jennifer J. Daurin and Bernard A. Cousins.

Given Under my hand this the 19th day of August 2024.

Stacey Dail
STACEY DAIL, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 19th day of August 2024.

Kini Gonsoulin
NOTARY PUBLIC

-My Commission Expires-



The Clerk reported that she did cause to be published in the Gazebo Gazette, a newspaper with general circulation in the City of Long Beach, and published in Harrison County, Legal Notice of Public Hearing, as evidenced by the Publisher'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 GAZZBO 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 in the said publication _____ weeks in the following numbers and on the following dates of such paper:

Vol. XX No. 34 dated 13 day of AUGUST, 2024
 Vol. ___ No. ___ dated ___ day of ___, 20__
 Vol. ___ No. ___ dated ___ day of ___, 20__
 Vol. ___ No. ___ dated ___ day of ___, 20__
 Vol. ___ No. ___ dated ___ day of ___, 20__
 Vol. ___ No. ___ dated ___ day of ___, 20__
 Vol. ___ No. ___ dated ___ day of ___, 20__
 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 26 day of SEP, A.D. 2024.

CP Brown
Notary Public

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

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LONG BEACH PLANNING and DEVELOPMENT COMMISSION

- William Rager, 119 Mount Bass, spoke in favor of the variance stating that there are no other sidewalks on the street and having a sidewalk in front of the one home will look out of place.

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

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

The second Public Hearing to consider a Variance for the property located at 125 Oak Gardens Avenue, Tax Parcel 0612E-02-039.000, submitted by RJP Gulf Properties, owner and M&H Builders, Gary Mata, agent, as follows:

MINUTES OF SEPTEMBER 12, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

Office use only
Date Received 8-1-24
Zoning R-1
Agenda Date 9-12-24
Check Number 1229

VARIANCE REQUEST

- I. Tax Parcel Number(s): 0612E-02-039,000
- II. Address of Property Involved: 125 OAK GARDENS AVE
- III. Statement clearly explaining the request being made. (Attach supplemental pages if necessary.)

NEED 3' VARIANCE FOR SOUTH SIDE SET BACK

****PLEASE COMPLETE THE FOLLOWING:**

- A. Describe any special condition that justify the granting of this request and that are peculiar to the property and do not apply to other properties in the general area. What are the reasons for the request and why the applicant cannot meet the stated code requirement?

NEED THE SIDE SETBACK VARIANCE IN ORDER TO SAVE EXISTING LIVE OAK AND BE ABLE TO CONSTRUCT NEW HOME.

- B. Describe how the special condition discussed above is not the result of actions taken by the applicant. Show that the applicant did not cause the need for this request.

N/A

- C. Show that an unnecessary hardship exists due to the character of the property and that this hardship makes the request necessary. State what hardship is caused if the applicant is required to meet code requirements? What is the result of this hardship? What would result if the Zoning Board denied this request?

IF NO VARIANCE IS GRANTED WOULD HAVE TO ASK TO REMOVE LIVE OAK IN ORDER TO BUILD ON THE LOT.

- D. Show that denial of this request will deprive the applicant of rights commonly enjoyed by other properties in the general area and that the granting of this variance request will make possible the reasonable use of land while not conferring any special privilege. Outline how the subject of the variance is common in the area and if the applicant were to be denied this variance a right would be taken away which is granted to other properties. State how the variance makes reasonable use of the existing land and why the same action cannot be done in a way that does not require a variance. Show that granting of this variance does not give the applicant any special privileges that the properties in the area would find desirable.

N/A

MINUTES OF SEPTEMBER 12, 2024
REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

IV. REQUIRED ATTACHMENTS:

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

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

V. OWNERSHIP AND CERTIFICATION:

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

Ownership: I the undersigned 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.

RSP Gulf Properties
Name of Rightful Owner (PRINT)

108 BEACH VIEW CR.
Owner's Mailing Address

Long BEACH MS, 39500
City State Zip

Phone _____
Ronald Price
Signature of Rightful Owner Date

M+H BUILDERS (GARY MATA)
Name of Agent (PRINT)

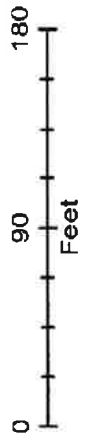
1282 BEACH BLVD.
Agent's Mailing Address

Biloxi MS, 39530
City State Zip

662-255-8864
Phone _____
[Signature]
Signature of Applicant Date 8-1-2024

MINUTES OF SEPTEMBER 12, 2024
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION

125 OAK GARDENS 2



HARRISON COUNTY, MISSISSIPPI

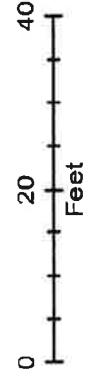
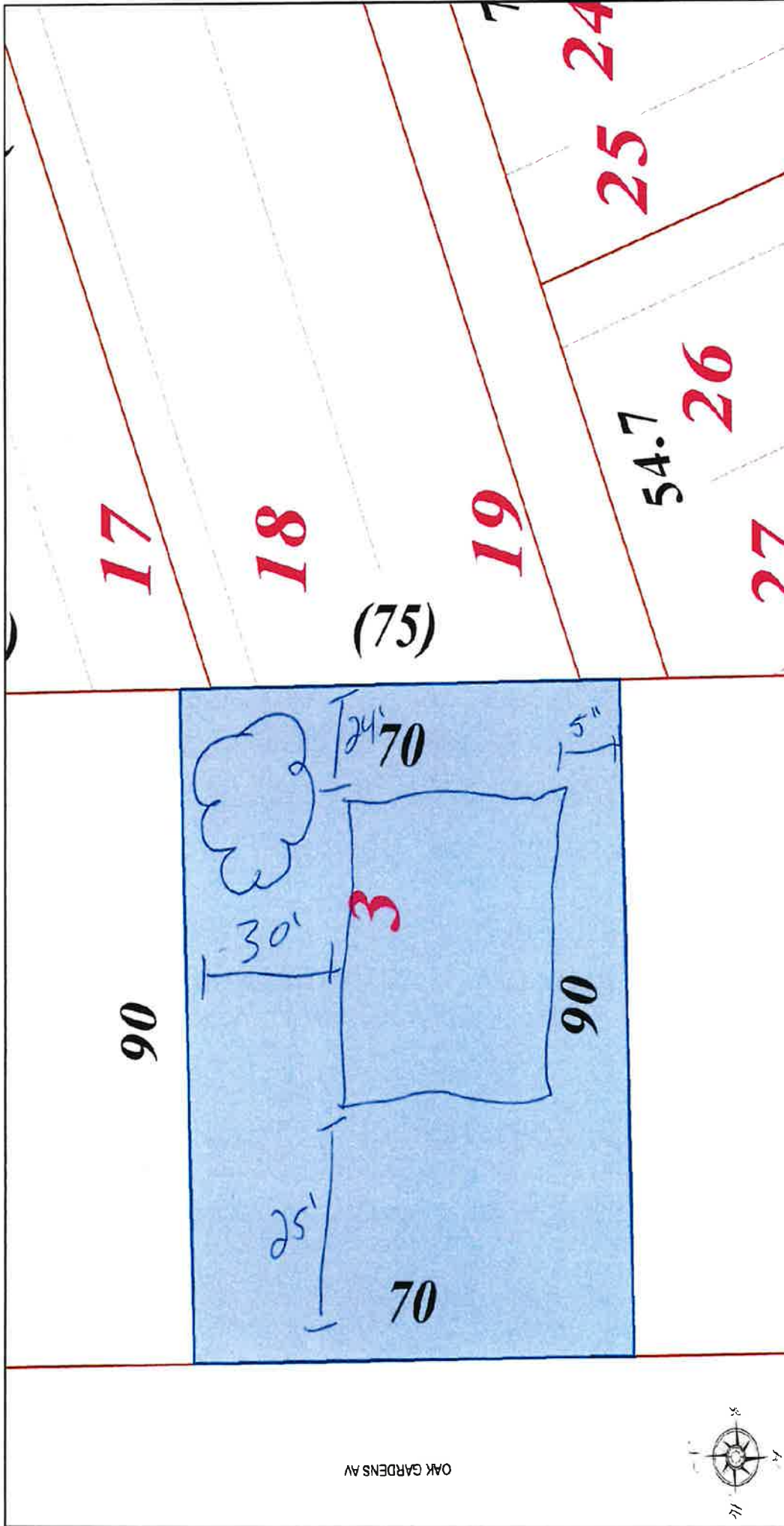
DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP. TAL FLURRY, TAX ASSESSOR.

MAP DATE: August 1, 2024



MINUTES OF SEPTEMBER 12, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

125 OAK GARDENS



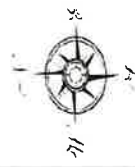
HARRISON COUNTY, MISSISSIPPI

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: August 1, 2024



OAK GARDENS AV



**MINUTES OF SEPTEMBER 12, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Prepared By and Return To:
Schwartz, Ogler & Jordan, PLLC
17716 Hwy 49
Gulfport, MS 39503
(228) 832-8550

File#220218

Indexing Instructions:
Lots 2 & 3, Block 3, Oak Gardens
Subdivision, 1st Judicial District,
Harrison County, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON

WARRANTY DEED

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

Robert Pendzinnaz, a married man
4504 Alphonse Drive
Metairie, LA 70006
504-309-1530

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

RJP Gulf Properties, L.L.C., a Mississippi limited liability company
253 South Lang
Long Beach, MS 39560
228-861-5427

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

Lots Two (2) and Three (3), Block Three (3), OAK GARDENS SUBDIVISION, as per map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Plat Book 16 at Page 21.

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


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

Estimated county ad valorem taxes have been prorated between the parties as a part of the

Estimated county ad valorem taxes have been prorated between the parties as a part of the consideration for this conveyance. In the event the estimates upon which such proration is based prove to be inaccurate for any reason, the Grantee agrees to refund any excess, and the Grantor agrees to pay any deficiency, upon receipt of a copy of the tax statement for the current year and a computation of the true amount due, based on a 365 day year.

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

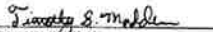
WITNESS THE SIGNATURE of the Grantor on this the 13th day of February, 2022.


Robert Pendzinnaz

STATE OF LOUISIANA
PARISH OF Jefferson

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

GIVEN under my hand and official seal on this the 13th day of February, 2022.


NOTARY PUBLIC

(SEAL)

My Commission Expires:

Timothy S. Sauton
Notary Public
La. Bar No. 21733
Parish of Jefferson
State of Louisiana
My commission expires at death.

The Clerk reported that twenty-six (26) notices of public hearing were sent by regular mail to property owners within one hundred sixty feet (160') of the subject property. Notices were also posted on the bulletin boards at City Hall, the Building Official's Office, and the Water Department, 201 Jeff Davis Avenue and at the Long Beach Public Library, 209 Jeff Davis Avenue; said notice was ordered as part of these proceedings:

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REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
City of Long Beach



LEGAL NOTICE
PUBLIC HEARING

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



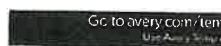
RJP Gulf Properties, 108 Beach View Avenue, Long Beach, MS, 39560 (owner), and M&H Builders, Garv Mata, 1282 Beach Blvd, Biloxi, MS, 39530 (agent), have filed an application for a Variance in accordance with the Comprehensive Long Beach Unified Land Ordinance. The applicants are requesting "a 3-foot variance for south side yard setback". The city's setback requirements are an 8-foot side yard setback for construction of single-family residential homes. The location of the request is 125 Oak Gardens Avenue, Tax Parcel 0612C-02-C39.000. The legal descriptions are as follows

LOT 3 BLK 3 OAK GARDENS

A Public Hearing to consider the above Variance request will be held in the City of Long Beach, Mississippi, 39560, September 12, 2024, at 5:30 p.m., in the Long Beach City Hall Meeting Room located at 201 Jeff Davis Avenue. The city encourages all residents, groups and organizations to contact the city if they have any questions concerning the petition.

/s/ signed
Chairman
Planning and Development Commission

201 Jeff Davis • P.O. Box 929 • Long Beach, MS 39560 • (228) 863-1556 • FAX (228) 865-0822
www.cityoflongbeachms.com

		
Sharpe Christopher K and Jennifer V 123 Oak Gardens Avenue Long Beach, MS 39560	Chico Frank and Loretta 121 Oak Gardens Avenue Long Beach, MS 39560	Pendzimar Robert 4504 Alphonse Drive Metairie LA 70006
Maas Carly Jean 129 Oak Gardens Avenue Long Beach, MS 39560	Miles Robin E 211 Magnolia Street Long Beach, MS 39560	Webb Michael Kimball 709 Magnolia Street Long Beach, MS 39560
Judice Lisa K 708 Magnolia Street Long Beach, MS 39560	Beavers Baxter L 113 Lake Harbor Point Bradon, MS 39047	Commiskey Michael A 1120 34 th Street Gulfport, MS 39501
Gibson Janet 124 West Avenue Long Beach, MS 39560	Bonnaffons Robert Louis and Monique 201 Oak Gardens Avenue Long Beach, MS 39560	Harrity Joseph and Virginia -Trustees- 163 South Middleton Drive Calabash, NC 28467
McNeil Megan and Laura L Taylor 711 Magnolia Street Long Beach, MS 39560	Cooper Keith A and Sharon M 700 Magnolia Street Long Beach, MS 39560	Whitesides Samara Bowes -L/E- 801 Magnolia Street Long Beach, MS 39560
Taylor Laura and McNeil Megan 803 Magnolia Street Long Beach, MS 39560	Rechtler August N and Jackline Ayugi 104 South Street Waveland, MS 39576	Kuhn Anthony S Sr 125 Oak Gardens Avenue Long Beach, MS 39560
Glenn William K 124 Oak Gardens Avenue Long Beach, MS 39560	Strong Charles R and Judy T 177 Oak Gardens Avenue Long Beach, MS 39560	Rafferty Donald 104 Hursey Avenue Pass Christian, MS 39571
Baas Mary I 171 Carroll Avenue Long Beach, MS 39560	Hatch Ronda F 119 Carroll Avenue Long Beach, MS 39560	Camardelle Holdings LLC PO Box 936 Poplarville, MS 39470
Stalmeier Lynn 115 Carroll Avenue Long Beach, MS 39560	Lipe Stephanie R 113 Carroll Avenue Long Beach, MS 39560	

MINUTES OF SEPTEMBER 12, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

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

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

2. That in such capacity, she is responsible for mailing Notices of Public Hearing for the purpose of notifying property owners within One Hundred Sixty Feet (166'), 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 August 19, 2024, she did cause to be mailed, Notice of Public Hearing, a copy of which is attached hereto, to twenty-six (26) property owners within One Hundred Sixty Feet (166'), excluding public right of ways, of Tax Parcel 0612E-22-(39.00), notifying them that a Public Hearing will be held, September 12, 2024, to consider an application for a Variance filed by RJP Gulf Properties (owner) and M&H Builders, Gary Mata (agent).

Given under my hand and seal this 19th day of August 2024.

Stacey Dahl
STACEY DAHL, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 19th day of August 2024.

Kini Gonsoulin
NOTARY PUBLIC

-My Commission Expires-



The Clerk reported that she did cause to be published in the Gazebo Gazette, a newspaper with general circulation in the City of Long Beach, and published in Harrison County, Legal Notice of Public Hearing, as evidenced by the Publisher'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 in the said publication _____ weeks in the following numbers and on the following dates of such paper:
Vol. 16 No. 24 dated on 2 day of August, 2024
Vol. ___ No. ___ dated ___ day of ___, 20__
Vol. ___ No. ___ dated ___ day of ___, 20__
Vol. ___ No. ___ dated ___ day of ___, 20__
No. ___ dated ___ day of ___, 20__
No. ___ dated ___ day of ___, 20__
No. ___ dated ___ day of ___, 20__
No. ___ dated ___ day of ___, 20__
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.
Sworn to and subscribed before me this 26 day of Aug, A.D. 2024
[Signature]
Notary Public

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

**MINUTES OF SEPTEMBER 12, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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

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

Be it remembered that a Regular Meeting before the Long Beach Planning and Development Commission, Long Beach, Mississippi, was begun at 5:30 o'clock p.m., Thursday, the 12th day of September 2024, in the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, and the same being the time, date and place fixed for holding said Regular Meeting.

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

Absent the Regular Meeting were Commissioner Jennifer Glenn and Building Official Mike Gundlach.

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

Commissioner DiLorenzo made motion, seconded by Commissioner Suthoff and unanimously carried to approve the Regular Meeting minutes of August 22, 2024, as submitted.

It came for discussion under New Business a Tree Removal for the property located at 4377 Beatline Road, Tax Parcel 0512C-01-006.000, submitted by Jennifer L. Weems, as follows:

MINUTES OF SEPTEMBER 12, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

OFFICE USE ONLY
Date Received 8/22/24
Zoning C-2
Agenda Date 9/12/24
Check Number 24539

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

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

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

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

TODAY'S DATE: AUGUST 15, 2024

PROPERTY INFORMATION

TAX PARCEL # 0512C-01-006.000

Address of Property Involved: 4377 Beatline Road

Property owner name: Jennifer L. Weems

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

Property owner address: 16303 Highway 53, Gulfport, MS 39503

Phone No. (228) 518-1142

CONTRACTOR OR APPLICANT INFORMATION

Company Name: Brown, Mitchell & Alexander, Inc.

Phone No. 228-864-7612 Fax: 228-864-7676

Name Nick Gant

Address 131 Rue Magnolia Biloxi MS 39530

PERMIT INFORMATION

Permit for: Removal Trimming Pruning

What is the reason the tree needs to be removed? Be specific ex. Construction, street or roadway, recreational area, patio, parking lot, diseased tree not worthy of preservation, etc.: Removal of 3 Live Oak Trees for the construction of a gas station, parking lot, convenience store, and and commercial outlet.
(use separate sheet if needed)

Number of Trees:
3 Live Oak Southern Magnolia

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

Signature [Signature] Date 08/15/2024

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

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

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

NG OWNERSHIP: Please provide a recorded warranty deed.

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

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

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

**MINUTES OF SEPTEMBER 12, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

July 29, 2024

**RE: Authority to Act as Agent
TCB Stop N Geaux
Long Beach, Harrison County, Mississippi**

To Whom It May Concern:

This is to advise that TCB Stop N Geaux currently owns an approximately 6.20 acre property at the southwest corner of the intersection of Beatline Road and Johnson Road.

With this letter, TCB Stop N Geaux, appoints Brown, Mitchell & Alexander, Inc., as its agents for the purpose of obtaining permits necessary for construction.

Sincerely,

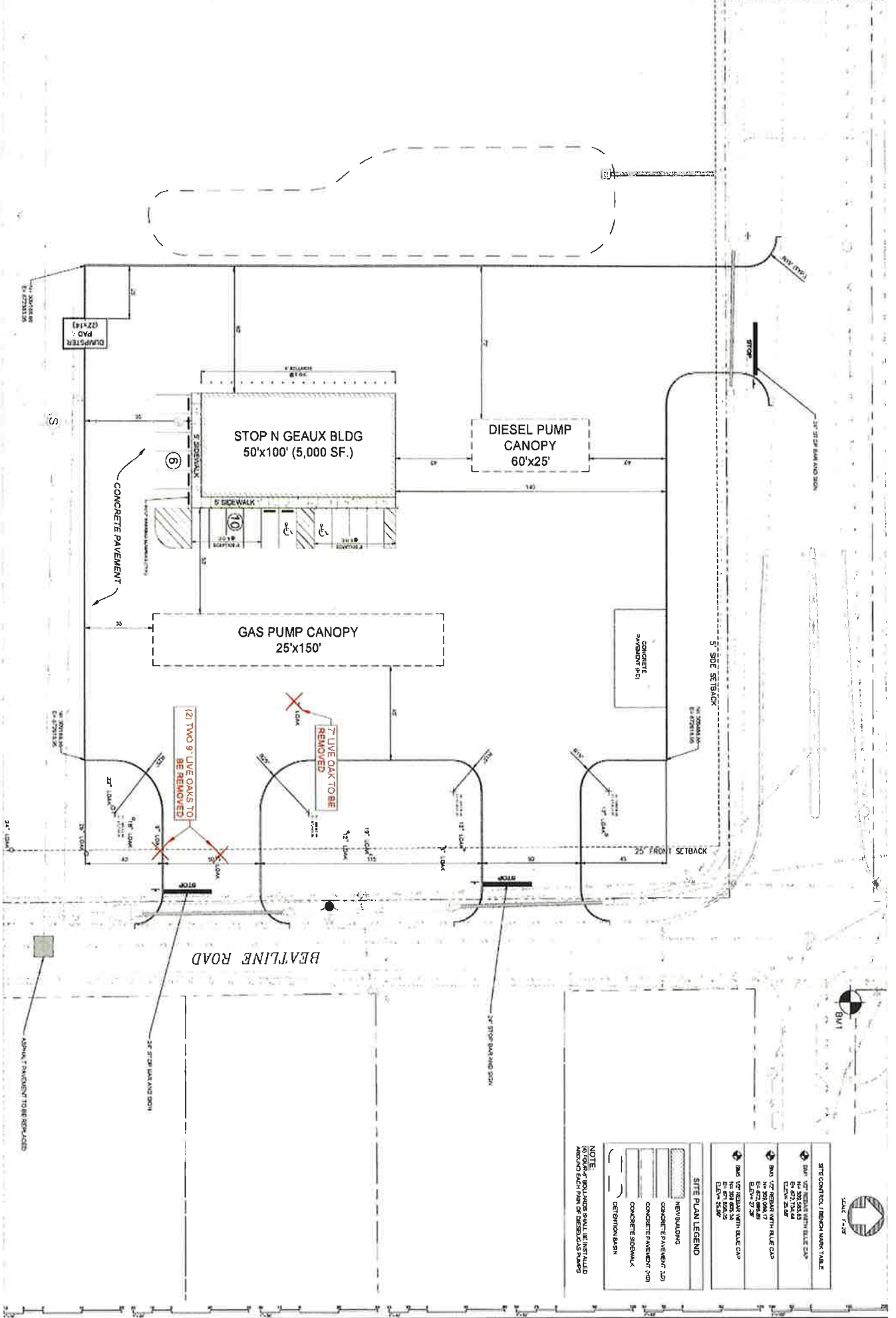


TCB Stop N Geaux
16303 Highway 53
Gulfport, Mississippi 39503



MINUTES OF SEPTEMBER 12, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

\32071.rdg & c:\pwworking\BMA\Projects\1001\1001.dwg - 09/12/2024 10:00:00 AM
THE PROFESSIONAL ENGINEERING SERVICES PROVIDED BY BROWN, MITCHELL & ALEXANDER, INC. (BMA) ARE RELATIVE TO THESE FINAL DRAWINGS AS SHOWN. ANY MODIFICATIONS TO THE DRAWINGS & ASSOCIATED SPECIFICATIONS AS PREPARED BY BMA WITHOUT THE WRITTEN CONSENT OF BMA SHALL BE AT THE USER'S RISK & ALL LIABILITY AS A RESULT OF ANY SUCH MODIFICATIONS.



SITE CONTROL / BENCH MARK TABLE	
BM1	7" CONCRETE WITH BLUE CAP ELEV. 25.82 ELEV. 25.82
BM2	7" CONCRETE WITH BLUE CAP ELEV. 25.82 ELEV. 25.82
BM3	7" CONCRETE WITH BLUE CAP ELEV. 25.82 ELEV. 25.82
BM4	7" CONCRETE WITH BLUE CAP ELEV. 25.82 ELEV. 25.82

SITE PLAN LEGEND	
[Symbol]	NEW BUILDING
[Symbol]	CONCRETE PAVEMENT (10)
[Symbol]	CONCRETE PAVEMENT (20)
[Symbol]	CONCRETE SIDEWALK
[Symbol]	RETENTION BASIN

NOTE: ALL BUILDINGS SHALL BE INSTALLED AROUND EACH PAIR OF DIMENSIONAL DIMENSIONS.

<p>C-121</p> <p>DATE: 09/12/24 DRAWN BY: [Name] CHECKED BY: [Name]</p>	<p>STOP N GEAUX STORE TCB STOP N GEAUX LONG BEACH, HARRISON COUNTY, MISSISSIPPI</p> <p>SITE LAYOUT PLAN</p>	<p>PRELIMINARY</p>	<p>BROWN, MITCHELL & ALEXANDER, INC. CONSULTING ENGINEERS</p> <p>401 Clinton Road P.O. Box 100 Long Beach, MS 38604 (662) 885-7112</p> <p>1717 West Magnolia P.O. Box 24540 Memphis, TN 38117 (901) 521-2424</p> <p>www.bmaeng.com</p>
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**MINUTES OF SEPTEMBER 12, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**MINUTES OF SEPTEMBER 12, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



MINUTES OF SEPTEMBER 12, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



1st JUDICIAL DISTRICT
Instrument 2022-0025415-D-11
Filed/Recorded 12/09/2022 11:16:01 AM
Total Fees 26.00
5 Pages Recorded

Prepared by Grantors:

S. Ward
25429 Pecan Rd.
Pass Christian, MS. 39571
228-669-1732

Return to Grantees:

Ethan Ward
4281 Beatline Rd.
Long Beach, Ms. 39560
228-669-5505

STATE OF MISSISSIPPI
COUNTY OF HARRISON

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all which is hereby acknowledged, the undersigned, STEVEN W. WARD AND SONIA L. WARD, GRANTORS, do hereby sell, convey and warrant unto STEVEN SAMUEL ETHAN WARD AND JESSICA E. WARD, GRANTEES, as joint tenants with full rights of survivorship and not as tenants in common, the following described land and property being located in the First Judicial District of Harrison County, Mississippi, described as follows:

See Exhibit "A"

ALSO KNOWN AS:

PARCEL # - 0512C-01-006.000
PPIN # - 87343

This conveyance is subject to any and all restrictive covenants, right of way, easements and prior reservation of oil, gas and mineral rights applicable to the subject property which are on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi.

WITNESS OUR SIGNATURES, this the 8 day of December
2022.

STEVEN W. WARD, GRANTOR

SONIA L. WARD, GRANTOR

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before me on this the 8th day of December 2022, the undersigned authority in and for the aforesaid jurisdiction, the within named, STEVEN W. WARD, GRANTOR AND SONIA L. WARD, GRANTOR, signed, executed and delivered the above and foregoing instrument as the free and voluntary act and deed of the grantors on the day and year herein set forth.

**MINUTES OF SEPTEMBER 12, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

WITNESS MY SIGNATURE AND SEAL OF OFFICE this the 8th day of December 2022.



[Signature]
Notary Public

My Commission Expires: 04-29-2025

Grantors:	Grantees:
Steven W. Ward	Steven Samuel Ethan Ward
25429 Pecan Rd.	4281 Beatline Rd.
Pass Christian, MS. 39571	Long Beach, MS. 39560
228-669-1732	228-669-5505
Sonia L. Ward	Jessica E. Ward
25429 Pecan Rd.	4281 Beatline Rd.
Pass Christian, MS. 39571	Long Beach, MS. 39560
228-363-1725	228-297-4237

EXHIBIT "A"

McCAULEY REVOCABLE TRUST 2007/11572 AND 2007/11574 AND 2007/9421 13.5 AC (C) BEG AT SE COR OF NE ¼ OF SEC 16 ON W MAR OF BEATLINE RD W ALONG SEC LINE 650 FT TO W MAR OF COX SUBD N ALONG SUBD LINE 1285 FT TO S MAR OF JOHNSON RD E ALONG RD 650 FT TO BEATLINE RD S ALONG RD 432 FT W 564 FT S 482 FT E 564 FT TO BEATLINE RD S ALONG RD 432 FT TO POB WHICH IS LOTS 1 TO 4 BLK 8 COX SUBD. & A 5.75 AC PCL PART OF SE ¼ OF NE ¼ SEC 16-8-12.

MEMORANDUM

Date: August 27, 2024
To: City of Long Beach Planning Commission
From: Long Beach Tree Board
Re: Tree(s) Removal – 4377 Beatline Road

The Tree Board approves this application.
If possible, replacing trees would be nice at the owners discretion.

Karen Epperson-Price
Victor L. Chapman

**MINUTES OF SEPTEMBER 12, 2024
REGULAR MEETING**

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

It came for discussion under New Business, a Tree Removal for the property located at 0 Pineville Road, Tax Parcel 0511N-01-004.011, submitted by Kevin and Sheryl Hicks, as follows:

MINUTES OF SEPTEMBER 12, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

OFFICE USE ONLY
Date Received 8/26/24
Zoning R-1
Agenda Date 9/12/24
Check Number 1494

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

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

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

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

TODAY'S DATE: 8/26/24

PROPERTY INFORMATION

TAX PARCEL # 0511N-01-004,011

Address of Property Involved: Lot #1 Pineville Rd

Property owner name: Keune + Sheryl Hicks

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

Property owner address: 304 Woodcrest Drive

Phone No. 228 313 4731

CONTRACTOR OR APPLICANT INFORMATION

Company Name: NA

Phone No. _____ Fax: _____

Name _____

Address _____

PERMIT INFORMATION

Permit for: Removal Trimming _____ Pruning _____

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

Looks to be in very bad condition and it's advantageous to remove it pre construction.

Number of Trees:
01 Live Oak _____ Southern Magnolia

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

[Signature]
Signature _____ Date Aug 26, 2024

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

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

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

KA OWNERSHIP: Please provide a recorded warranty deed.

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

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

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

**MINUTES OF SEPTEMBER 12, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**MINUTES OF SEPTEMBER 12, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Our File: B230239
Prepared by & return to: Schwartz, Orgler & Jordan, PLLC
PO Box 4682 Biloxi MS 39535, 228-388-7441

STATE OF MISSISSIPPI
COUNTY OF HARRISON Index: Pt of the SE1/4 of Sec: 9, T8S, R12W, Harrison County, MS, 1st JD.

WARRANTY DEED

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

LONG BEACH HOLDINGS, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY,
14397 Crocote Road, Gulfport, MS 39503, 228-669-7071,

does hereby sell, convey and warrant unto

KEVIN HICKS AND SHERYL HICKS,

304 Woodcrest Drive, Long Beach, MS 39560, 228-313-4731

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 1 as per Certificate of Re-subdivision recorded as Instrument Number 2022-9637-D-J1 and being more particularly described as follows, to-wit:

A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, 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 BASE ZONE 2301):

COMMENCING AT A CONCRETE MONUMENT FOUND AT THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 9; THENCE N00°14'04"W 2318.36' TO A 1/2" IRON ROD WITH CAP SET AT THE POINT OF BEGINNING; THENCE N00°20'23"W 263.67' TO A CONCRETE MONUMENT FOUND ON THE SOUTH MARGIN OF PINEVILLE ROAD; THENCE N00°30'22"W 19.59' TO ANOTHER CONCRETE MONUMENT FOUND ON THE SOUTH MARGIN OF PINEVILLE ROAD; THENCE ALONG SAID SOUTH MARGIN OF PINEVILLE ROAD, N89°52'53"E 94.45'; THENCE S00°35'39"E 259.38'; THENCE S75°50'03"W 98.39' TO THE POINT OF BEGINNING.

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.

IN WITNESS WHEREOF, Long Beach Holdings, LLC, a Mississippi Limited Liability Company, has caused this conveyance to be executed by its duly authorized officer, after having first been duly authorized to do so, on this the 9th day of October, 2023.

Long Beach Holdings, LLC, a Mississippi Limited Liability Company

BY: 
Charles M. Gant, Manager and Member

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Charles M. Gant, who acknowledged that he is Manager and Member of Long Beach Holdings, LLC, and as its act and deed, he signed, sealed and delivered, the above and foregoing instrument of writing on the day and in the year therein mentioned, for and on behalf of said entity after having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 9th day of October, 2023.


NOTARY PUBLIC

My Commission Expires:



**MINUTES OF SEPTEMBER 12, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
DECLARATION OF ACCEPTANCE**

PROPERTY ADDRESS: N11N Lot 1, Pineville Road, Long Beach, MS 39560

All warranties and statements, expressed or implied, as to property condition, financing terms, and all representations of all parties, including seller, purchaser, and cooperating brokers, contained in the Contract for Sale and Purchase of Real Estate, signed by Purchasers and Sellers, have been complied with to our satisfaction.

We, the undersigned, do hereby declare that without any reservations we hereby accept the property as to the condition of the house, other improvements, fixtures, and equipment, decoration, suitability and readiness for our intended use, as well as financing terms, and all other representations of purchasers and sellers and cooperating brokers, and any other statements or representations contained in the contract or any addendum attached hereto.

We do further declare that the consideration paid therefor is fair and reasonable and acceptable to us, and that we understand that market conditions change, and that property values therefor change, and that we release Sellers, Seller's Agents and any Broker in this transaction from any responsibility resulting from changes in market conditions.

We understand that with the acceptance of the Deed, the Seller will have no further responsibility or liability for any repairs to the property, and hold harmless the cooperating brokers for any representations, both expressed and implied, in the aforementioned contract or in any other form, not this merged in the Deed.

PURCHASERS:


Kevin Hicks

Sheryl Hicks

DATE: October 9, 2023

MEMORANDUM

Date: August 29, 2024

To: City of Long Beach Planning Commission

From: Long Beach Tree Board

Re: Tree(s) Removal – Lot 1, Pineville Road, 0511N-01-004.011

The Tree Board approves this application.

Karen Epperson-Price

Victor L. Chapman

**MINUTES OF SEPTEMBER 12, 2024
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After considerable discussion, and upon recommendation made by the City of Long Beach Tree Board, Commissioner Suthoff made motion, seconded by Commissioner Kruse and unanimously carried recommending to approve the application as submitted.

It came for discussion under New Business a Short-Term Rental for the property located at 105 Sea Pine, Tax Parcel 0711M-03-044.000, submitted by Michael and Heather Hagensee, owners and Gulf Coast Property Management, Bill Anderson, agent, as follows:

MINUTES OF SEPTEMBER 12, 2024
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CITY OF LONG BEACH, MISSISSIPPI
APPLICATION FOR SHORT-TERM RENTAL

PHYSICAL ADDRESS:
201 JEFF DAVIS AVENUE
LONG BEACH, MS 39560

PHONE: (228) 863-1554
FAX: (228) 863-1558

MAILING ADDRESS:
POST OFFICE BOX 929
LONG BEACH, MS 39560

PROPERTY INFORMATION:

ADDRESS 105 Sea Pine
(Location of Short-Term Rental)

Tax Parcel # 0711M-03-044.001

OWNER'S INFORMATION:

Property Owner's Name Michael and Heather Hagensee
Property Owner's Address 105 Sea Pine, Long Beach, MS 39560

Property Owner's Mailing Address, if different from above
12032 Boyd Chase Blvd Knoxville, TN 37934

Property Owner's Phone No 865 964-8044 Email Address hagensee73@yahoo.com

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

PROPERTY MANAGER INFORMATION:

Property Manager's Name Gulf Coast Property Management
Brian Logan

Property Manager's Address (Must be a local contact)
2100 18th St Gulfport MS 39501

Property Manager's Phone No 228 669 3058 Email Address YES@CHRISTIESGulfBeachRentals.com

PLEASE PROVIDE THE FOLLOWING:

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

ADDITIONAL INFORMATION:

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

AFFIDAVIT

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

Heather Hagensee Heather Hagensee 8/19/24
PRINT NAME SIGNATURE DATE

BELOW IS FOR OFFICE USE ONLY

Maximum Occupancy	Maximum Vehicles allowed	Number of bedrooms	Number of people home can accommodate
<u>7</u>	<u>4</u>	<u>2</u>	<u>7</u>

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

Building Official Signature [Signature] Date 9/10/24
Fire Inspector Signature _____ Date _____

COMMENTS

Date Received 8/22/24
Agenda Date: 9/12/24
Amount Due/Paid 250.00
Payment Method 7736

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Heather Hagensee owner of the property located at
① 0711M-03-047, 001 Tax Parcel 105 Sea Pine
affirm that I am in compliance with building codes, deed restrictions
and/or covenants, and have paid all applicable taxes, fees and other
charges. I acknowledge that a violation of the ordinances of the City of
Long Beach shall result in the suspension or revocation of the permit.

DocuSigned by:

Heather Hagensee

F200D938D507499
signature

8/16/2024

date

SCANNED



Sample State 1st JUDICIAL DISTRICT
Instrument 2024-0093116-D-11
Filed/Recorded 02/19/2024 9:10:01 AM
Total Fees 38.00
2 Pages Recorded

Prepared by
The Connor Law Firm, P.A.
4401 West Aloha Drive
Diamondhead, MS 39555
(228) 355-0023

Before me
The Connor Law Firm, P.A.
4401 West Aloha Drive
Diamondhead, MS 39555
(228) 355-0011

(Please Attach This Line For Recording Date)

State of Mississippi
County of Harrison
Indexing Instructions: Long Beach, Sec 1, Block 1, Harrison County, LTD, MS

OUTCLAIM 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,

Steven Michael Hagensee, aka Michael Stephen Hagensee, Grantor
105 Sea Pine Road
Long Beach, MS 39560
Phone: 228-216-4880

doe hereby quitclaim unto

Michael Stephen Hagensee and Heather Regina Hagensee, Grantee
105 Sea Pine Road
Long Beach, MS 39560
Phone: 228-216-4880

As joint tenants with rights of survivorship and not as tenants in common, the following
described land and property situated in Harrison County, First Judicial District, Mississippi, to wit:

BEGINNING AT A POINT AT THE INTERSECTION OF THE NORTH
MARGIN OF THE SIDEWALK THAT LIE ADJACENT TO AND PARALLEL
WITH THE EAST BEACH BOULEVARD IN SAID TOWN OF LONG BEACH,
WHERE SAME CROSSES THE EAST LINE OF LOT 2 OF THE GOTTSCHALK
SURVEY; RUNNING THENCE NORTHERLY ALONG THE EAST MARGIN OF
SAID LOT 2 A DISTANCE OF 762 FEET TO A POINT, WHICH IS THE
SOUTHEAST CORNER OF THE PROPERTY NOW OWNED BY THE
FAUCETTES; RUNNING THENCE WESTERLY ALONG THE SOUTHERN
BOUNDARY OF THE SAID FAUCETTES'S PROPERTY AT AN ANGLE OF 89°
AND 47' A DISTANCE OF 192.8 FEET TO A POINT ON THE WESTERN
BOUNDARY OF LOT 1 OF THE GOTTSCHALK SURVEY, WHICH IS THE
POINT OF BEGINNING; RUNNING THENCE WESTERLY AT AN ANGLE OF
89° AND 47' A DISTANCE OF 100 FEET; THENCE NORTHERLY A DISTANCE
OF 150 FEET MORE OR LESS; THENCE EASTERLY AT AN ANGLE OF 90°
AND 13' A DISTANCE OF 100 FEET TO A POINT WHICH IS ON WESTERN

Page 1 of 2

BOUNDARY OF LOT 1 OF THE GOTTSCHALK SURVEY; THENCE
NORTHERLY ALONG THE LINE OF THE SAID LOT OF THE GOTTSCHALK
SURVEY A DISTANCE OF 150 FEET, MORE OR LESS, TO A POINT OF
BEGINNING.

Together with all and singular the rights, privileges, improvements and appurtenances to
the same belonging or in any wise appertaining.

WITNESS my signature, this the 17th day of December, 2023

Steven Michael Hagensee, aka Michael Stephen Hagensee
Steven Michael Hagensee, aka
Michael Stephen Hagensee

State of Tennessee
County of Knox

Personally came and appeared before me, the undersigned authority in and for the
aforesaid County and State on this the 17th day of December, 2023, Steven Michael
Hagensee, aka Michael Stephen Hagensee who acknowledged that he signed and
delivered the foregoing instrument of writing on the day and year therein mentioned.



Julie Grace
Notary Public
My Commission Expires: April 30, 2025

HILL NOT EXAMINED

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**MINUTES OF SEPTEMBER 12, 2024
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CHRISTIES GULF BEACH RENTALS

≡ MENU

Trash - #25
Parking - #26

Terms of Service/Contract

Christies Gulf Beach Rentals

All terms below apply to guests and all bookings regardless of the property. By accepting a door code/key and entering a Christies Gulf Beach Rental managed property, you agree to the following terms and conditions:

Updated: April 2024

Christies Gulf Beach Rentals welcomes you.

The terms below become a legal agreement between you and Gulf Coast Property Management LLC dba Christies Gulf Beach Rentals at the time of booking. The terms govern the use of the Christies Gulf Beach Rentals site. This includes the guest cancellation and refund policy in effect at the time of booking.

Any terms used including "we, I, and us" mean Christies Gulf Beach Rentals.

The laws of the state of Mississippi and the United States apply to all use of the site and transactions. The jurisdiction for arbitration is Mississippi, Harrison County.

Please read our privacy policy with regard to the collection of information and use thereof.

The Stripe payment processing service used to receive credit card and debit card payments has its own terms and conditions which you agree to.

Airbnb, VRBO, and other companies reserving Christies Gulf Beach Rentals Properties have their own rules that you agree to.

Your responsibility as a guest includes compliance with local laws and ordinances in addition to our rules of use.

1. Definition of Services

Our platform, this website will include links to other sites for purposes of enhancing the guest experience. Guests use these links at their own risk and any decisions to use products or services provided by linked websites are strictly that of the guest and the hosts and owners are not responsible for the outcome.

1.2 From time to time our site may not be available for use. If this happens please contact your host directly by phone or text.

2. Modification of Terms and conditions

We reserve the right to change or modify the terms and conditions.

3. Guest arrival initial inspection

Due to the large number of "scams", we require guests to immediately inform us of anything that is not satisfactory at the beginning of their stay. For purposes of this section, immediately means within two hours of arrival. We may decide that it would be in the guest's best interest to vacate the property and seek other accommodations if we can not rectify the situation. We do not offer cash or discounts for things we can repair or solve upon request. The last thing we want is for a guest to be unhappy with the stay.

4. Content rights

This site is owned by Gulf Coast Property Management LLC dba Christies Gulf Beach Rentals. Guests are permitted to use the calendar on the site to reserve properties by our rules. Guests are encouraged to leave comments about the property. Comments can be used by Christies to promote our business royalty-free on an irrevocable and perpetual basis.

The individual making the booking is the responsible party even if that person books on behalf of another. Our agreement is with the individual who books and not with those who occupy the property.

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5. Overstay without permission

At the termination of the booking by the departure date and time as provided in the documentation provided to you and in our rules, you and your guests agree to vacate the property. Your license to stay at the property expires on the date and time indicated in the reservation. According to the state of Mississippi, anyone who overstays and refuses to leave is considered a vagrant and will be removed by force if necessary by local law enforcement. Individuals who overstay will be charged additional fees and legal expenses if any in the course of effecting an eviction. Overstay fees are 2.5 x the nightly rate plus other fees e.g. cleaning, damage, etc.

6. Local laws and Ordinances

There are noise ordinances and other laws that restrict some types of behavior. Should the hosts or property managers be required to pay fees or fines as a result of your stay, those charges will be passed along with legal fees. Hosts are particularly concerned with parties thrown for minors at the property. It is your responsibility to ensure that minors obey the local laws and ordinances.

You must contain trash and place it in the trash container outside of the building. The trash container must be placed for collection on the date identified in the guest information book.

Parking is permitted only where designated in the Guest Information book. Violators may be towed or ticketed by local law enforcement.

You agree when booking that you will read the Guest Information Book and follow the policies and rules which include local ordinances.

7. Occupancy Limits

Some HOAs and Cities require guests to follow occupancy limits imposed on property owners. These limits are clearly outlined in the Guest Information book provided and on this website. Please review the occupancy limits before you book to avoid unnecessary issues. If the city or HOA becomes aware that more individuals are staying at the property than the occupancy limits provide for, you will be immediately evicted with zero refund for the remaining time. The cities with occupancy limits at this time are Ocean Springs, Long Beach, Pass Christian, and Biloxi. There could be others. All condo HOAs have a limit.

8. Modifications

You may cancel your reservations at any time before the arrival date. The percentage, if any of your payments returned as a result of cancellation, will depend upon the length of time before the arrival date. See our cancellations policy for the percentage of your payment if any that will be returned. If we cancel your reservation you will receive a 100% refund as long as that cancellation takes place before the arrival date.

If a guest is asked to leave for violating our rules or local ordinances and laws, there will be no refund of the amount paid.

9. Cancellation Policy

Full refund for cancellations up to 30 days before check-in. If booked fewer than 30 days before check-in, a full refund for cancellations is made within 48 hours of booking and at least 14 days before check-in. After that, a 50% refund up to 7 days before check-in. No refund after that.

10. Substitution of property

Properties offered by Christies are done on the basis that the property required will be provided as long as it is possible to do so. In the event a property is sold or is unavailable due to maintenance or another issue, Christies reserves the right to substitute a property of comparable size to accommodate your party. If we can not locate a substitute property through no fault of yours, you will receive a full refund or you can choose to book another property in the future with a 10% discount.

11. Calendar

At the time you book, the calendar will reflect that the property is unavailable to others. It may be possible the use of several third-party reservation sites and the calendar synchronization software in use a double booking could occur. Should a double booking occur through no fault of yours, Christies will attempt to find alternative accommodation and inform you of such. Should you decide not to accept the alternative accommodation, you will receive a 100% refund.

12. Insurance

We encourage our guests to obtain travel insurance if the length of time, cost of travel to the area, or other expenses are significant. Travel insurance that is not provided by Christies could compensate you should you have to cancel your reservations with us at a time when your refund is less than 100%. The cost of travel insurance is modest and may be a good investment for some.

13. Hurricane/Named Storm

The Mississippi Gulf Coast is located in an area subject to hurricanes and storms. The general season is June through October each year. Guests understand that a hurricane designated for landfall on or very close to the

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Mississippi Gulf Coast may cause them to cancel or alter their travel plans. These changes are not the responsibility of Christies Gulf Beach Rentals as hurricanes and storms are natural events. Christies follows the same policy as Airbnb which means that natural events will not cause the host to refund a guest due to a natural event.

It's incumbent upon guests to plan their travel based on checking the Mississippi Gulf Coast weather. This can be done by going to the home page and clicking in the footer for the National Weather Services or one of the local TV stations. During the season June-October, be observant. If the National Weather Service forecasts a named hurricane will hit the Mississippi Gulf Coast as a category 3+, we strongly recommend that guests not come. Guests that are already in a Christies property will be contacted.

14. Emergencies

Please contact us immediately for a legitimate emergency including threats to life or health. This includes leaking water. Do not contact us after 9:00 PM for remote control batteries, or other things that can wait until the next day without affecting the structure of the house or health issues.

15. Destruction of property

Guests are expected to respect the furnishings and personal property located in and around the vacation rental. Any damage must be reported. Guests will be charged for repair or replacement of items broken or removed from the property. Stains on carpets, furniture, or flooring will be repaired at guests' expense. The cost of repairs will include third-party vendors and a management fee to supervise. Christies Gulf Beach Rentals offers vacation damage insurance on its website for a modest one-time charge per stay. Guests with large parties and children are encouraged to obtain this insurance at check-in or before they arrive.

16. Homeowners Association Rules

Some properties are located within an HOA. These rules are provided on the property and you are expected to read and follow them. Fines charged to property owners as a result of guest violations will be charged back to you.

17. Pool rules

Some properties have swimming pools. Ones in HOA's have their own use rules located in the information provided in the property. Children under 12 are never to be left alone in a swimming pool. Children should always use flotation devices. You agree to indemnify the property owners for any all incidents that may occur to your party for use of the swimming pools.

18. Pet Policy

Check the property before you book to determine if pets are permitted. Most properties that permit pets have a limit on the type of pet and the number and size of pets. Pets can not be left alone on the property unless they are inside portable kennels. Barking dogs that disturb the neighbors may cause us to ask you to board your dog or leave the property without a refund. Guests with dogs and cats must collect waste, place it in sealed containers, and dispose in the large trash container outside.

A non-refundable fee is required for pets. If you fail to pay this fee upon making a reservation, the amount will be 1.5 times upon arrival. If you bring a pet without permission, there is a minimum charge of \$350 plus a cleaning fee depending upon the condition of the property. Cleaning fees can range from \$200 to \$900.

19. Smoking

Smoking is not permitted inside any of Christies properties. Smoking is not permitted on porches or decks when the doors to those areas are open. Our cleaning fee for properties that have been smoked in is \$950 plus loss of income from any bookings that could not be accommodated before cleaning could occur. This does not include cigarette burn damage which is extra.

20. Lockout

You are provided a door code by text just before you arrive. Remember this code, give it to other members of your group who are staying on the property. If the battery fails, please contact us. If you were given an emergency code to a key lock box by the door, return it to the staff member who comes to replace the batteries. You may be instructed to leave the key in the property in a specific location when you leave.

21. Grilling-BBQ

Never create an open flame under a building overhang. Do not leave grills with flames unattended. Be watchful for tree branches. Keep children away from hot BBQs even after you are done grilling. Clean food and condiments from the grilling area when you are finished. If you are using a Condo BBQ, be sure to throw trash away in the appropriate containers.

22. Guest Comments

We encourage all guests to leave comments on our website and in the book located at each property. Your comments will help us become better hosts and improve the experience for others. By leaving comments, you are permitting us to display your comments on our website. Christies will never provide contact information to the

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public. If we use your comments in a blog or other use, we will never expose your identity other than the first name that we request that you use. We may also indicate the month and the property you stayed in.

23. Damage to property

You are responsible for leaving our property as you entered it. This means that other than soiled linens, you are expected to throw your trash into the trash cans and if provided with outside bins use them. You are expected to use the dishwasher if provided otherwise clean the dishes, plates, flatware, and glasses that you used. Wipe down the kitchen counter and pick up any food or other debris on the floor.

The cleaning fee charged is primarily to launder the linens, clean tubs, bathrooms, and floors, and wipe down the property.

Should you or your guests damage any property or remove any property you agree to compensate Christies for replacement or repair. Your travel insurance may be effective on damages.

24. Taxes and Fees

Sales tax is required of all guests. There are several components of this tax which is currently 12% of the total charged for the stay (not including cleaning or other fees). We collect this tax and pay it for our owners as part of registration with the state of Mississippi. Your invoice will show a separate charge for taxes.

We charge a booking fee that is designed to reimburse Christie's for the cost of a credit card and other costs directly related to your stay. These costs are listed separately. The booking fee is a fixed fee for your entire stay. Most other fees, if any are charged as a fixed fee for the entire stay.

You will not be charged any other fees above that which were included in the original invoice that you paid in advance unless you request additional services. Should there be an occasion to charge you for damage or additional cleaning charge these would be billed separately

25. Trash - Garbage

Do not leave trash bags in the house. When a bag is full in the rigid container, remove it and take it to the trash can or bin. Never leave bags outside of the property unless they are inside of a trash bin. For properties that require moving trash bins to the curb for trash day, check with the Guest Binder for the trash days. The Mississippi Gulf Coast has a warm and often humid climate which can attract vermin. It's important that you comply with the trash requirements.

26. Parking

Christies are watchful for violations of parking rules. Park in designated spaces as indicated in the Guest Binder. Never block a driveway or park on another property not part of the property you are renting. Display parking permits if required. Use public parking for extra vehicles. Remove any items of value that can be seen from the windows. Lock your car.

27. Items left behind

Christies Gulf Beach Rentals is not responsible for any personal items that you have neglected to take with you. Should you request an item to be shipped to you, the cost will be invoiced to you in advance of shipping. You can use a credit card. The fee will cover time and expenses to pack, deliver to UPS, and shipping costs. All items left behind will be discarded after five days.

28. Restricted/Prohibited Activities

No illegal drugs are permitted. At present, marijuana is considered a class one narcotic in Mississippi.

No alcohol for minors under the age of 21

No smoking inside the property at any time including standing at the entrance door while smoking

Do not leave children unattended on our properties

No parking in front of neighbors' properties or in areas where parking is prohibited.

Firearms are permitted, discharge on our property except in self-defense is not permitted. Children under the age of 18 can not possess firearms.

Animals are not permitted unless you have received specific permission to bring your pet.

Do not enter our property if you know you have a communicable disease unless prohibited would be a violation of any applicable laws

Do not modify any property e.g. modifying steps, taking inside furniture outside, etc.

Do not conduct any illegal activity on the property.

Changing automotive fluids is prohibited on the property unless you receive permission in writing in advance.

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29. Liability

You agree that you are responsible for the reasonable use of our property and that you are entirely responsible for any actions taken by you or your guests.

30. Indemnification

You agree to indemnify Gulf Coast Property Management LLC, dba Christies Gulf Beach Properties, their employees, associated businesses, and property owners from any accidents or incidents that may arise as a result of your stay at our property. This includes any act of nature, thefts, damage to guest property, or injuries that may occur while you are staying at our property. Guests are encouraged to purchase insurance for their stay that will compensate property owners for damage to the property and compensate guests for medical expenses incurred as a result of the booking.

31. Dispute resolution

You agree that in the event of any dispute arising from your stay shall be resolved by binding arbitration administered by the American Arbitration Association.

32. Health and Safety

The health and safety of all guests is our top priority. Any guest who contacts Christies after arrival with complaints about the possible existence of mold or mildew may be asked to leave the property immediately. No free nights or reduction in rates will be permitted as financial adjustments will not solve any potential issues with mold or mildew. Christies will inspect the property after guests have left.

33. Credit Card Payment Policy-Chargeback

You agree that the payment made in advance will not be recalled by your credit card issuer through any action you have taken including reporting the charge as a fraud when the charge complies with the terms and conditions above. Any action taken by your credit card company to "pull back" funds already paid for "investigation" will incur an immediate \$75 fee plus additional charges for documentation and time required by Christies Gulf Beach Rentals to support the charges. Should a pullback occur, you will receive an invoice that is due and payable through bank draft through the invoice process immediately. Any chargebacks that are not refunded to Christies will result in legal action including filing the claim in Small Claims Court. You agree to reimburse Christies for all collection costs.

Privacy policy.

Information that you provide to us for booking will only be used by Christie's and affiliated companies for marketing purposes. Information will not be sold, bartered, or provided to any individual or entity not affiliated with Christies. Information provided to us is stored in the cloud under encrypted password protection. We will make efforts to protect the information provided to us which never includes your Social Security number.

This concludes the contract for the use of a Christies Gulf Beach Rentals property. When you enter the property, you are acknowledging agreement with these terms and conditions. You can receive a copy of this document by clicking on this [link](#).

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**PROPERTY MANAGEMENT AGREEMENT
Short Term Rentals**

IN CONSIDERATION of the covenants herein contained, **H&H Holdings of Mississippi LLC** hereinafter designated as **Owner**, to employ **Gulf Coast Property Management LLC** (DBA **Christies Gulf Beach Rentals**) as exclusive Agent, hereinafter designated as **Agent**, to rent, lease, operate, and manage the real property known as **105 Sea Pine, Long Beach MS 39560** (Premises) described as as a single-family house commencing on this date **August 6, 2024** and terminating at midnight on **August 5, 2025**, upon the following terms and conditions. This agreement will automatically renew for an additional one-year period provided that the Agent notifies the Owner at least 30 days before each termination date. The owner has 30 days to acknowledge or accept the new terms as written. Should a delay occur in signing a new agreement after the expiration date, both parties agree management services will be extended for one year or until another agreement or extension is provided by the Agent. Either party may terminate this agreement with 60 days written notice to the other party or parties.

AGENT'S AUTHORITIES AND OBLIGATIONS

Owner hereby confers upon Agent the following authorities and obligations:

1. To advertise the availability of the Premises through **Christies Gulf Beach Rentals** website and third-party websites and directly to influencers. To use an electronic lock to permit access to the Premises to the Agent, and maintenance vendors. Owner acknowledges that Agent is not insuring Owner against theft, utility usage, or vandalism resulting from such access or while the unit is vacant.
2. Guests will be advised of the terms and conditions of their use of the property. They will agree to comply with the terms and conditions. From time to time, a guest may inflict damage upon the property or remove items without permission. The owner acknowledges that this is a cost of doing business and agrees to repair or replace as necessary to maintain the property in good operating condition. The owner agrees that the Agent is not liable for damage or removal of items by guests. (In some cases a third party may reimburse for damages e.g. Airbnb)
3. To follow the Pet Policy. The owner must provide instructions about the acceptance of pets. Type, number, size, etc. **No pets.**
4. To collect rents, security deposits, and other receipts, and to deposit such moneys into the owner's bank account. All funds collected from guests through the reservation system will be considered pre-payment for their stay. The agent will only disburse funds to the Owner after the guest has completed their stay. Funds will be disbursed by the 10th of the following month directly into the owner's bank account. The owner acknowledges that only funds received and earned will be disbursed. Funds from guests staying the last few days of the month when payment is not earned until the next month will be paid in the next cycle.
5. The agent will submit on behalf of the owner, sales tax payments required by Mississippi law monthly. Taxes are collected from guests as a separate line item and are not subject to the Agent's management fee. The current sales tax rate is 12% of the gross amount paid directly through our website or a third party (the tax rate may change). The gross amount does not include cleaning fees. Airbnb and VRBO currently pay taxes to the state on behalf of the Owner. Tax payments are recorded in the owner's report. Taxes only apply to short-term rentals.
6. To employ attorneys to enforce the Owner's rights under third-party agreements and institute legal action on behalf of the Owner.
7. The owner can use the property only after consulting with the Agent and scheduling their stay in advance. There is a cleaning fee which must be paid for owners and their guests. A cleaning fee will be deducted from the monthly reimbursement. The exception to the cleaning fee is if the owner leaves the property EXACTLY as they found it.
8. Cleaning fees are charged directly to guests. The owner does not participate in the cleaning fee income, this amount is deducted from the fees collected from 3rd party providers and any guests booking through the Christies

Gulf Beach Rentals website

9. To provide reasonably necessary services for the proper management of the property including an annual interior survey (additional surveys available for an additional negotiated fee per survey), maintenance, supervision, alterations, and repairs as may be required by the Owner. A guest information binder will be prepared and placed on the property. This requires Owner participation to complete. The guest information binder and its contents remain the property of Christies Gulf Beach Rentals should the agreement terminate. The contents are considered proprietary even with the Owner input.
10. To hire, supervise, and discharge all independent contractors required in the operation, maintenance, and refurbishment of the property. The agent has a preferred vendor list that they will primarily use for any repairs at the premises. In order to reduce liability to the Owner and comply with federal law, all invoices are billed to the Owner in the care of the Agent. Owner has the option to perform all repairs.
11. To contract for repairs or alterations at a cost to the Owner not to exceed \$350.00 per repair (repair limit does not apply to HVAC or water heater repairs/replacement). The agent is not required to notify the Owner of repairs under \$350.00 authorized limit prior to ordering or completion of the repair (regular communication will ensure the owner is aware). Invoice copies will be maintained by the Agent as required by law and will not be provided to the Owner except under a separate agreement at an additional fee. Expenses above the repair limit shall be in such amounts as agreed by the Owner and Agent, except recurring (monthly) operating charges and/or emergency repairs in excess of the maximum. Owner authorizes Agent to use reserve or other Owner's funds held by the Agent for repairs that are necessary to protect the Premises from damage or to maintain services to the tenant as required in their leases or by local, state, or federal laws.
12. To contract for emergency repairs and expenses that are necessary for the protection of the property from damage, or to provide services to the tenants provided for in their leases and the Landlord-Tenant Act (including but not limited to HVAC failures, water line breakage, sewage backflow, roof, structural or other failures). Owner will be notified the next business day or sooner about emergency repairs.
13. To contract as Agent deems necessary for utilities, appliances, services, non-tenant related pest control (termites, bees, scorpions, etc.) and supplies for the operation, maintenance, and safety of the Premises. Owner agrees to turn on necessary utilities in their name.
14. Agent will attempt to manipulate the air conditioning system to reduce the owner's cost. This includes turning the thermostat up or down the evening/crew when possible. Agent strongly recommends that the Owner have a wall thermostat installed to provide the Agent with control of the comfort of the guests while attempting to reduce the cost of utilities to operate the system when vacant.
15. To replace, install, or repair smoke and carbon monoxide detectors and/or alarms as required by law. The fee for this service is included in the fee schedule.
16. To cooperate with various home warranty companies in the maintenance of the property (when applicable). If warranties are not presented at the time of PMA commencement, the Agent will not be liable for work performed by a repair service of the Agent's choice. Should Agent determine that the warranty company or its subcontractor is unresponsive or unhelpful, Agent may contract for necessary repairs with a repair service company of their choice at Owner's expense. Owner assumes all responsibility for the renewal of warranty contracts and payment of policy premiums. A warranty coordination fee may be charged at the Agent hourly rate if working with the warranty company causes the Agent to spend time above and beyond a normal repair.
17. To report Owner income as required by law and issue the Owner an IRS 1099 Miscellaneous Income form for IRS 1042S Income form for foreign investors) for all taxable funds received. Owner consents to receive substitute IRS forms online and acknowledges they have the ability to access their online portal. Instructions for printing forms and making changes to Owner information is provided through the Owner's online portal. In the event the Owner can not access their tax forms online, a paper copy can be provided upon written request to Agent. Owner agrees to complete a W-9 or other applicable tax forms with an accurate tax identification number.

MINUTES OF SEPTEMBER 12, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

and address in addition to any other requested information or required tax forms and to notify the Agent of any changes. Any fines assessed due to inaccurate information provided by Owner or changes to Owner's information will be charged to the Owner.

18. To maintain accurate records of all monies received and disbursed in connection with the management of the property, Owner has 24/7 web access to financial data and has the right to access their data through the Client Portal.

19. To deposit net proceeds into Owner accounts on or about the 10th of the following month. Owners requesting a check at any other time of the month may be charged an "out of cycle" \$25.00 processing fee. Funds will be sent through the Agent's bank bill pay which may or may not create an electronic transfer to the Owner's bank account. Payments will not be mailed, funds must be deposited directly into the Owners bank account. Wire transfers require additional fees and will only be done upon request at the owner's cost. The owner will provide an email address for online statement notification and bank account information for direct deposit purposes. Should an email address or bank account change, the Owner agrees to notify the Agent. Agents will provide access to owners' reports via a link to a Google Sheet. This report is available 24/7 and owners will be responsible for viewing this report at their leisure. No report will be sent as this report will be updated as new information is provided.

20. Other authorized expenses: **None.** Any loan payments, property taxes, privilege use taxes, insurance and homeowners association payments are the direct responsibility of Owner. Owner may direct Agent to make payments on his behalf, using coupons, vouchers, or billing statements which must be provided by Owner. An accounting service fee (see fee schedule) per month for additional services (monthly impound accounts, property tax payments, acting as Owner's statutory agent, etc.) will be charged as services are rendered. Owner is solely liable for any changes. If the Agent does not receive payment instructions in a timely fashion, the Owner is solely liable and no payment will be made. Agent is not responsible for any late fees and or credit issues due to late payments for any items referred to in this paragraph. Agent cannot under any circumstances advance money for payment of Owner's obligation.

20. Agents from time to time will refer individuals requesting a stay at Owners property to stay at other owners' properties when the Owners property is booked. In exchange, Agent will book guests that are overages from other owners' properties that Agent manages. Owner receives compensation based upon the rate paid to the original owner, less Agent's usual commission, cleaning fees and taxes if applicable.

21. Additional Terms: This is the only contract with a property management company that is valid. Any previous agreements with property managers or persons to manage the property have been terminated. The Owner understands that Agent will not interfere with an existing contract and Owner agrees to indemnify Agent against any claims from previous contractors.

OWNER'S OBLIGATIONS

1. Owner agrees to carry at Owner's expense, bodily injury, property damage and personal injury liability insurance in the amount of not less than \$500,000 per person or One Million Dollars (\$1,000,000) if the Premises contain a pool, attractive nuisance or latent defects. In cases of a condominium/townhouse policy, Owner shall carry a minimum of \$800,000 additional liability. The policy shall be written on a comprehensive general liability form and shall name the Agent as additional insured. Owner shall immediately furnish Agent with a certificate of insurance evidencing that the coverage is in force with a carrier acceptable to Agent. If Owner does not provide evidence of such insurance, Agent may purchase such coverage at Owner's expense. In the event the Agent receives notice that said insurance coverage is to be canceled, the Agent shall have the option to immediately cancel this agreement. POLICY # Oich3ms_01426510-1a_ to be provided. Insurance agent is Orion 180, 930 South Harbor City Blvd Suite 302, Melbourne, TN 32901.

4. If the Premises has a pool, the Owner, at Owner's expense, shall comply with all applicable state, county, and municipal swimming pool barrier laws or regulations prior to the Premises being occupied. Each city code varies and information can be located at the city's governmental website.

5. Owner represents that Owner has the legal authority to lease the Premises. The undersigned Owner of the property hereby affirms that: a.) The property is insured as a rental, with an Agent named as additional insured, and b.) The Homeowners Association (HOA) is aware of and approves the use of the property as a rental.

MANAGEMENT SERVICES: The owner agrees that the management fee represents payment for management and marketing services. The management fee listed in Attachment A.

ACCEPTANCE OF PRIOR MANAGER'S BOOKINGS: Owner agrees to compensate Agent the amount of 10% of gross revenue (except for cleaning fees) for any and all bookings that were booked by prior managers but occur after this agreement is signed. Owner agrees to provide Agent a complete list of all bookings with details about guests, dates, revenue and all other information usually collected for a booking.

CLIENT PORTAL: The client portal is the way Owner will see documents related to collection of guest fees and other revenue. Owner will be responsible to view the portal and printing as needed copies of the report. Only revenue where Agent receives payment will be recorded.

SALE OF PROPERTY: By separate agreement, the Agent is affiliated with Logan-Anderson, Gulf Coastal Realtors.

OTHER SERVICES: See Attachment A - Fee schedule. Should the Owner agree to any supplemental services such as accounting, the Owner will indicate that this is a service they desire by initialing the line item on the Attachment.

TERMINATION: Either party may terminate this agreement with 60 days' written notice to the other party or parties. Termination without proper notice or at any time other than the agreement ending date will result in cancellation fees (for occupied properties). Upon termination of the management agreement, the Agent shall provide the Owner with a final accounting. Agent shall deliver to the Owner a final accounting statement and Owner distribution check within 75 days of the termination date. Any prepayments held will be transferred into the Owner's funds after deducting the management fee for the work to obtain the reservation. The owner will receive a list of any scheduled reservations. There is a \$500 early termination fee to compensate the Agent for work completed on behalf of the Owner to modify the Agent's website and to remove third-party postings, except in case of Owner default, and accounted for in the final statement. Should there remain additional outstanding payables, known or expected, the Agent may withhold an estimated amount to cover them and account to the Owner as soon as the payment is made but not to exceed 75 days from the termination date. Should the Owner have a shortage in his account to cover all final payables, the Owner agrees to deliver funds to the Agent upon demand within five (5) calendar days.

In the event of foreclosure, Agent shall be entitled to all of the management fees that would be due to Agent through the end of the management agreement or lease (whichever ends later). If the Owner cancels at any time other than the management agreement ending date with a tenant in place, full management fees are due for the 60-day cancellation period. Neither termination of this agreement by either party nor sale or foreclosure of the Premises shall affect the obligation of Owner to pay the commission to the Agent.

TERMINATION OF AGREEMENT

If Owner or Agent decides to terminate this agreement per the provisions included in this agreement, the Agent is under no obligation to provide any data regarding reservations in place for Owner's property beyond the termination date. The Agent may find other accommodation for guests or upon payment by Owner to Agent for the uncompensated effort to advertise and manage the guest reservation system and provide information about guest reservations. There is a \$300 early termination fee for any agreement terminated by Owner prior to the expiration of this agreement.

OTHER TERMS

Unless otherwise provided, delivery of all notices, statements, reports, and disbursements ("Notice") required or permitted hereunder shall be delivered in writing addressed to Owner or Agent and deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if email addresses provided herein; (iv) sent via recognized overnight courier service; or (v) sent by U.S. mail, in which case the Notice shall be deemed received when actually received or five (5) days after the Notice is mailed, whichever occurs first. This is intended to be a legally binding contract.

This Agreement shall be governed by Mississippi law and jurisdiction is exclusively conferred on the State of Mississippi. No representation is made as to the legal validity or adequacy of any provision or the tax consequences thereof. Owner acknowledges and agrees that the Agent may now or in the future represent

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LONG BEACH PLANNING and DEVELOPMENT COMMISSION

other owners of similar properties. The owner recognizes, acknowledges and agrees that the Agent is not qualified or licensed to provide legal or tax advice. If you desire legal or tax advice, consult your attorney or tax advisor. This agreement and applicable attachments are the entire agreement between the Owner and Agent, and there are no other covenants, promises, agreements, conditions, or understandings, oral or written between them. Any change or alteration to this agreement must be in writing. Agent may modify this agreement with a minimum 30-day written notice to Owner. Modifications may apply to this agreement and any future revisions. Owner agrees to pay applicable state gross receipts tax (service tax) if adopted by the state. If any provision in this agreement is held by any Court to be unlawful, invalid or unenforceable, that provision shall be voided, but all other terms and conditions shall remain in effect. Agent will not be responsible to account for such interest to Owner. In the event of any legal action by the parties arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, to be determined by the court in which such action is brought. If any of the Premises shall ever be foreclosed upon or condemned, this agreement shall immediately be terminated without further action or notification required by either party. Agent accepts employment under the term of and agrees to use diligence in the exercise of the obligations, duties, and authorities herein upon Agent.

Heather Hagensee 8/9/2024
 CLIENT SIGNATURE DATE

CLIENT RESPONSIBLE PARTY: Heather Hagensee
 CLIENT COMPANY NAME: H&H Holdings of Mississippi LLC
 CLIENT TAX ID: 93-4859572
 CLIENT MAILING ADDRESS: 12032 Boyd Chase Blvd, Farrago, TN 37934
 NAME OF PROPERTY: The Beach House
[Signature] 8/9/24
 GULF COAST PROPERTY MANAGEMENT DATE



Short-Term Rental Property Fee Schedule

Owner charges for services as outlined
Attachment A to Management Agreement

Management Fee (Full service)	15%	of revenue less cleaning fees and taxes
Set up fee - one time	\$200.00	One time- Short Term Rental
Minimum monthly income	\$50.00	Vacation rental when zero income for month

Christies Gulf Beach Rentals provides a full service property management service for the above fee. This includes the items listed at the bottom of this schedule. It is our policy to manage the entire property for clients where the property is located in a jurisdiction that requires an onsite property manager. This includes the calendar, cleaning, maintenance etc.

ITEMS INCLUDED IN PROGRAM

Cleaning service		Included (paid through cleaning fee charged to guests)
Trash can retrieval		Included
On site issues	visit property	Included
Take over existing STR reservations	Transition from other host	10% of income plus cleaning fee- may be other fees
Photographs (Christies staff)	Full house photos for web	Included
Video walk through (Christies staff)	Full house narrated web	Included

SUPPLEMENTAL BY CLIENT REQUEST ONLY NOT REQUIRED

Professional Photographs	3rd party photographer	Approx \$100 use local photographer pay directly
Decorating, furnishing mgt	\$1,000 minimum (labor only)	Amount to be negotiated
Annual fire extinguisher inspection	3rd party charge	Amount up to 3rd party
Prepare and submit permit pkg	\$250	Includes attending city meetings (excludes city fees)
Maintenance costs	charged as repairs occur	Clients pay vendors directly
Maintenance access to property	\$25 per hour	First 1/2 hour no charge waiting on installers deliveries
Install lock, thermostat	client purchase items	\$185 labor install security lock, door handle and thermostat
Program lock, lights, switches	\$25 per hour	Plus \$25 for trip.
Yard/Grass service	per month	Client pays directly (Christies will provide contacts)
Set up LLC	One time charge	State filing fees plus \$175. Includes 1st year register fee
Registered agent fee	Yearly	\$80 plus any government fees (required for out of state owners)
Prepare and file Quit Claim	One time charge	Filing fees plus \$200 (owners must have notarized)
Repairs (large)	contractor cost	Varies client makes determination

FULL SERVICE STR MANAGEMENT AGREEMENT ITEMS INCLUDED AT NO EXTRA CHARGE

1. Manage calendar for third party and Christies websites
 2. Analyze market pricing and modify listings during the year to remain competitive including events
 3. File state sales tax report monthly
 4. Manage cleaning process have properties available for turns
 5. Allow maintenance contractors access. No responsibility for contracting or managing workers
 6. Recommend maintenance contractors who are reliable and cost effective
 7. Make periodic visits to insure property is in secure and in good condition
 8. Meet guests when issues arise
 9. Maintain batteries in door locks (cost of batteries extra)
 10. Replace linens and supplies as necessary (owners cost)
 11. Contact neighbors and suggest they call Christies if there are any issues
 12. Recommend landscaper for lawns and outside maintenance
 13. Provide client portal with 24/7 view of the calendar and income including other reports
 14. Consolidated calendar all providers through the Christies website calendar
 15. Meet with fire department or city inspectors as required (outside of permitting process)
- Other tasks which may be necessary for the efficient operation of the property

DB
HH [Signature]

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NEW BUSINESS INSURANCE BINDER



NAMED INSURED & MAILING ADDRESS MICHAEL HAGENSEE	AGENCY NAME & ADDRESS 900657 - BRIDGEWAY INSURANCE, LLC 845 HIGHWAY 90 STE A BAY ST LOUIS, MS 39520 PHONE: (228) 467-0085	BINDER #: 3746294 VERSION #: 1 FILE #: 3369524 DATE BOUND: 08/07/2024 HOMEOWNERS MINIMUM EARNED PREMIUM: 25% POLICY TERM: 12 MONTHS
AGENT: EVAN LADNER EVAN@BRIDGEWAYINS.COM		NO FLAT CANCELLATIONS
REQUESTED POLICY PERIOD: 08/01/2024 to 08/01/2025 12:01 a.m. Standard Time at the Described Location(s)		

GREAT LAKES INSURANCE SE CO #: 740

LINE OF BUSINESS	PREMIUM
DWELLING FIRE	\$5,499.00
POLICY FEE	\$150.00
MWUA FEE	\$169.47
STAMPING FEE	\$14.12
STATE TAX	\$225.96
TOTAL PREMIUM	\$6,058.55

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

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

POLICY ISSUANCE INSTRUCTIONS	UNDERWRITER NOTES
<p><i>Coverage is bound and subject to no flat cancellations. A complete policy will be issued once all required information is received.</i></p> <p>The following items are due on 08/11/2024. The requested effective date may be changed if this information is not received</p> <ul style="list-style-type: none"> • Full Payment is due within 10 business days of the requested effective date. • Please note an inspection will be performed after issuance and must be satisfactory to maintain coverage • Dwelling values are estimates only. Agents are responsible for verifying replacement cost values. • Dwelling Fire Application • Please provide burglar alarm certificate at the time of binding in order to maintain the applied credit 	<p>This Binder has been issued subject to the following items. Any changes in these items may change the terms and conditions of this Binder.</p> <ul style="list-style-type: none"> • Risk subject to no tree limb overhang; trees and limbs must be trimmed away from home. <p>Thank you for your business!</p> <ul style="list-style-type: none"> • Rates and eligibility for this program change daily. If this quote is edited, the new daily rates and terms will apply and cannot be reverted. Proceed with caution when editing this quote. <p>Thank you for your business!</p>

NEW BUSINESS INSURANCE BINDER
 APPLICANT: MICHAEL HAGENSEE
 BINDER # 3746294 VERSION # 1
 FILE #: 3369524
 DATE BOUND: 08/07/2024



LOCATION #1 - 105 SEA PINE ST LONG BEACH MS 39560 - HARRISON COUNTY		
COVERAGE	LIMIT	PREMIUM
DWELLING FIRE		
COVERAGE A - DWELLING (RCV)	\$420,000	\$5,499.00
COVERAGE B - OTHER STRUCTURES	\$42,000	INCL
COVERAGE C - PERSONAL PROPERTY (ACV)	\$84,000	INCL
COVERAGE D - FAIR RENTAL VALUE	\$42,000	INCL
PREMISES LIABILITY	\$500,000	INCL
MEDICAL PAYMENTS TO OTHERS	\$3,000	INCL
ORDINANCE OR LAW - 10%		INCL
WATER BACKUP	\$5,000	INCL
VANDALISM OR MALICIOUS MISCHIEF	\$588,000	INCL
DEDUCTIBLES		
AOP DEDUCTIBLE: \$2,500		
WIND/HAIL DEDUCTIBLE: \$12,600		
TOTAL BASE PREMIUM: \$5,499.00		
RATING FACTORS & UNDERWRITING INFORMATION:		
POLICY FORM: DP3 OCCUPANCY: TENANT DISTANCE TO COAST: 0.2544 MILES TERRITORY: PROTECTION CLASS: 5 CONSTRUCTION TYPE: JOISTED MASONRY YEAR OF CONSTRUCTION: 2007 YEAR OF WIRING UPDATES: 2023 YEAR OF PLUMBING UPDATES: 2023 YEAR OF HEATING UPDATES: 2023 YEAR OF ROOFING UPDATES: 2023 ROOF AGE: 1 YEARS # OF NON-WIND LOSSES: NONE # OF WIND LOSSES: NONE	NUMBER OF STORIES: 1 SQUARE FOOTAGE: 1,950 FOR SALE: NO ON HISTORICAL REGISTRY: IN GATED COMMUNITY: NO RENTAL TERM: WEEKLY ROOF CONSTRUCTION: SHINGLE RATED FOR HIGH WIND SPEEDS ROOF GEOMETRY: BRACED GABLE ROOF ROOF SHEATHING: OTHER/UNKNOWN ROOF ANCHOR: OTHER/UNKNOWN OPENING PROTECTION: OTHER/UNKNOWN	PRIOR INSURANCE: PRIOR INSURANCE W/ NO LAPSE PRIMARY FLOOD EXISTS: NO
PROTECTIVE DEVICE(S): CENTRAL BURGLAR ALARM, SMOKE DETECTORS		

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NEW BUSINESS INSURANCE BINDER
 APPLICANT: MICHAEL HAGENSEE
 BINDER # 3746294 VERSION # 1
 FILE #: 3369524
 DATE BOUND: 08/07/2024



SCHEDULE OF FORMS AND ENDORSEMENTS	
FORM NUMBER	FORM NAME
DP 00 03 07 14	DWELLING PROPERTY 1 - SPECIAL FORM
GLK DP 4079 08 17	ADDITIONAL INTERESTS
GLK DPL 4000 09 11	ANIMAL EXCLUSION
LMA5021 (14/09/2005)	APPLICABLE LAW (USA)
REF5021	APPLICABLE LAW (USA)
GLK DPL 4001 05 12	ASSAULT OR BATTERY EXCLUSION
DP 04 11 12 02	AUTOMATIC INCREASE IN INSURANCE
REF 2962 (06/02/03)	BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION
REF 1331 20/4/61	CANCELLATION CLAUSE
GLISE H&D CDEE 08/2020	COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT
GLK 4118 IL 04-17	CONFORMITY OF TERMS ENDORSEMENT
GLK DIL 4039 04-17	CONFORMITY OF TERMS ENDORSEMENT
DF2016 (04/16)	DWELLING FIRE DECLARATIONS
GLK DP 4003 09 11	EARTHQUAKE EXCLUSION NOTICE
GLK DP 4002 09 11	EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS
GLK DIL 4016 09 11	EXCLUSION - TAINTED DRYWALL MATERIAL
GLK DP 4004 09 11	EXISTING DAMAGE EXCLUSION
GLK PL 4149 07 22	FARM/RANCH OPERATIONS EXCLUSION
GLK DPL 4032 01 13	FIREARMS/WEAPONS EXCLUSION
GLK DP 4005 09 11	FLOOD EXCLUSION NOTICE
REF5062 04/06/2006	FRAUDULENT CLAIM CLAUSE
GLISE(I) (09.2020)	GREAT LAKES INSURANCE SE PRIVACY POLICY STATEMENT
GLK DPL 4006 05 12	LEAD EXCLUSION
DP 04 95 07 14	LIMITED WATER BACK-UP AND SUMP DISCHARGE OR OVERFLOW COVERAGE
GLK DP 4020 06 12	LOSS OF USE ENDORSEMENT
GLK PL 4144 11 21	MARIJUANA/CANNABIS EXCLUSION
DCM3A 07 01	MICROORGANISM EXCLUSIONARY (MAP) (ABSOLUTE)
GLK DIL 4017 05 12	MINIMUM RETAINED PREMIUM
LMA9137 06-17	MISSISSIPPI INFORMATIONAL NOTICE FOR SURPLUS LINES PERSONAL LINES POLICIES
GLK PL 3003 07 22	NOTICE TO POLICYHOLDER GREAT LAKES INSURANCE SE
REF 1257 17/3/60	NUCLEAR INCIDENT EXCLUSION CLAUSE
DL 24 01 07 14	PERSONAL LIABILITY
JJC-3 07-20	POLICY JACKET
GLK PL 4148 03 22	POLICY PROVISIONS CLAUSE
REF5401 11-19	PROPERTY CYBER AND DATA EXCLUSION
GLK DPL 4015 (09/11)	PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION
REF 1191 (7/5/59)	RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE
REF 1477 13/2/64	RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE - LIABILITY
GLK DPL 4009 04 12	RESIDENCE PREMISES ONLY LIABILITY COVERAGE
LMA3100 15/09/10	SANCTION LIMITATION AND EXCLUSION CLAUSE
REF3100 09-10	SANCTION LIMITATION AND EXCLUSION CLAUSE
GLK PL 4146 11 21	SEASONAL SAFEGUARDS
SEC 1 04-18	SECURITY ENDORSEMENT

NEW BUSINESS INSURANCE BINDER
 APPLICANT: MICHAEL HAGENSEE
 BINDER # 3746294 VERSION # 1
 FILE #: 3369524
 DATE BOUND: 08/07/2024



REF 2342	SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION U.S.A. & CANADA
REF 1998 10/11/07-17	SERVICE OF SUIT CLAUSE
REF1998	SERVICE OF SUIT CLAUSE (U.S.A.)
LMA5096 7/3/2008	SEVERAL LIABILITY NOTICE - INSURANCE
GLK DPL 4012 05 12	SWIMMING POOL EXCLUSION
REF2920 a	TERRORISM EXCLUSION
NMA2920 8/10/2001	TERRORISM EXCLUSION ENDORSEMENT
GLK DP 4034 01 13	TOTAL OR CONSTRUCTIVE LOSS
GLK DPL 4013 05 12	TRAMPOLINE EXCLUSION
IL P 001 01 04	US TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
GLK DP 4052 08 14	WINDSTORM OR HAIL DOLLAR DEDUCTIBLE

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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 8/19/24
Zoning R-1
Agenda Date 9/12/24
Check Number 847

APPLICATION FOR CERTIFICATE OF RESUBDIVISION

- I. TYPE OF CASE: CERTIFICATE OF RESUBDIVISION
- II. ADVALOREM TAX PARCEL NUMBER(S): 0711N-05-050.000
- III. GENERAL LOCATION OF PROPERTY INVOLVED: E. Beach Blvd + Finley Str.
- IV. ADDRESS OF PROPERTY INVOLVED: 0 EAST Beach Blvd.
- V. GENERAL DESCRIPTION OF REQUEST: Resubdivision of dividing one parcel into two parcels
- VI. REQUIRED ATTACHMENTS:
 - A. Resubdivision Survey and Certificate (see attached example) on no less than 11" X 17" paper.
 - B. Cash or check payable to the City of Long Beach in the amount of \$375.00
 - C. Proof of ownership (copy of recorded warranty deed) if applicable proof of authority to act as agent for owner.

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

VII. OWNERSHIP AND CERTIFICATION:

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

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

Bobby Wayne Morney
Name of Rightful Owner (PRINT)

60 Wayne Lane
Owner's Mailing Address

Collins, MS 39428
City State Zip

(601) 517-6581
Phone

Bobby Wayne Morney 8/19/24
Signature of Rightful Owner Date

Name of Agent (PRINT)

Agent's Mailing Address

City State Zip

Phone

Signature of Applicant Date

**MINUTES OF SEPTEMBER 12, 2024
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



SCANNED



Harrison County, Mississippi - 1st JUDICIAL DISTRICT
Instrument 2024-0010870-D-11
Filed/Recorded 06/11/2024 9:25:01 AM
Total Fees 26.00
3 Pages Recorded

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

Return to:
Andrew Marlon, PLLC
Attorney-at-Law
1919 23rd Ave.
P.O. Box 863
Gulfport, MS 39502
(228)-865-9047
File # 24-078

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

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

Kevin M. Duddleston
4340 Northvlew Lane
Dallas, TX 75229
(214)-315-3520

does hereby sell, convey and warrant unto

Bobby Whyne Mooney
60 Whyne Lane
Collins, MS 39428
(601)-517-6581

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

(See Exhibit A attached, Page 3)

Grantor conveys by Quitclaim any interest he has in that part of the subject lots lying south of Highway 90.

INDEXING INSTRUCTIONS: Exempt

Page 1 of 3

Exhibit "A"

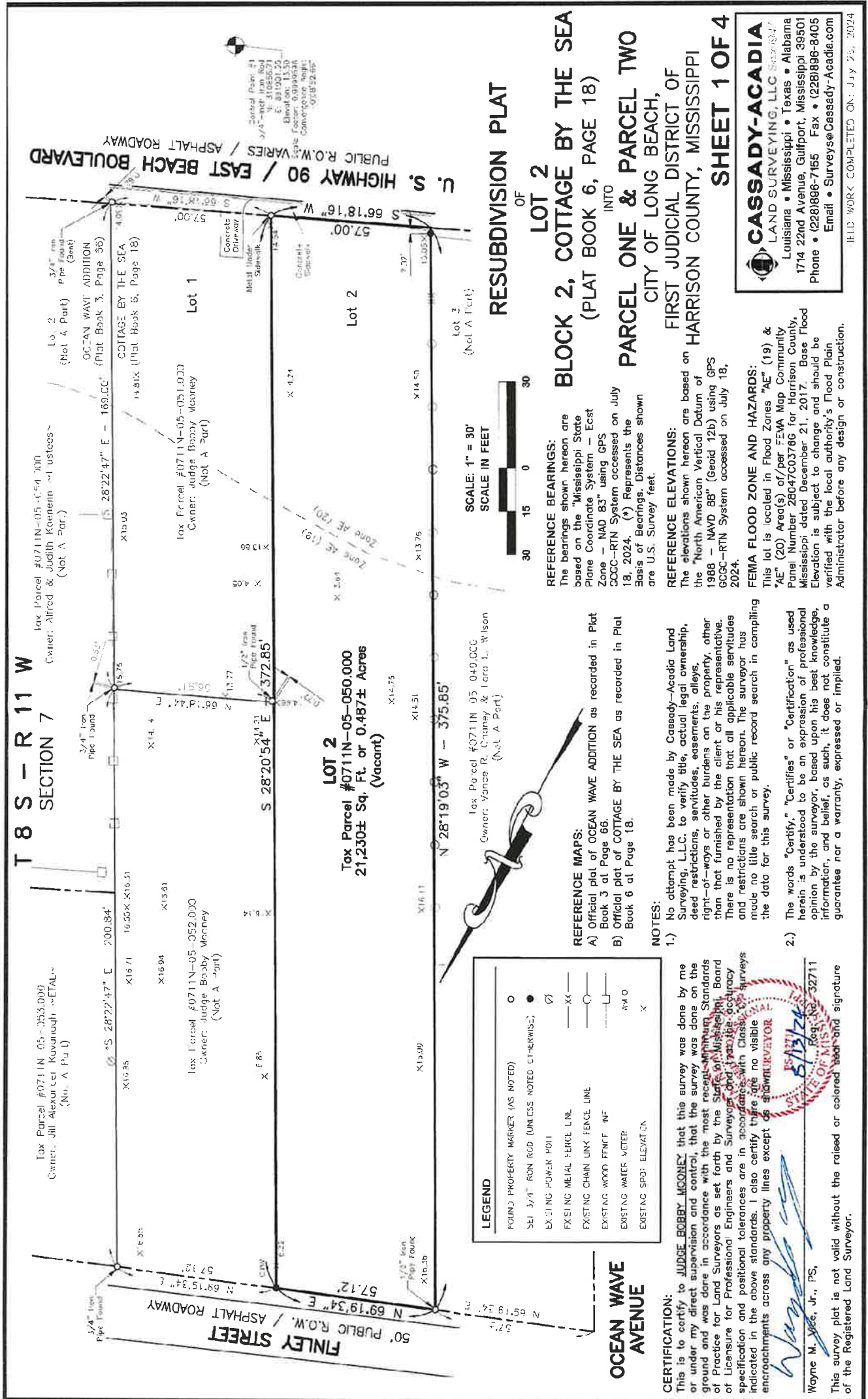
That part of Lot 1, Block 2, Cottage by the Sea Subdivision, according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi, described as beginning at a point on the north margin of the sidewalk adjacent to Highway 90 where the West line of said Lot 1, Block 2 intersects the same and from said beginning point running in a northerly direction along the West line of said Lot 1, Block 2, Cottage by the Sea a distance of 169 feet; thence in an easterly direction parallel with said Highway 90 a distance of 57 feet to the East line of said Lot 1, Block 2; southerly a distance of 169 feet to the North margin of the sidewalk adjacent to said Highway 90; thence in a westerly direction along the north margin of said sidewalk a distance of 57 feet, more or less, to the point of beginning. Also Lot 2, Block 2 of Cottage by the Sea Addition to the Town of Long Beach, Harrison County, Mississippi, according to the official plat thereof of record and on file in the office of the Clerk of the Chancery Court of Harrison County, Mississippi.

AND ALSO:

Lot One (1), Block Two (2), Less the South 169 feet thereof, Cottage-by-the-Sea, a subdivision of Lots Three (3) and Four (4) of the Gottschalk Survey and the Claud Ladnier Grant, as per map or plat thereof which is on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi, in Plat Book 6 at Page 18 thereof.

Page 3 of 3

**MINUTES OF SEPTEMBER 12, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



MINUTES OF SEPTEMBER 12, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

SHEET 3 OF 4



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

FIELD WORK COMPLETED ON: JULY 25, 2024

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 number 0711N-05-050.000 into two new parcels. The subject properties are generally described as being located adjacent to Finley Street and U. S. Highway 90 / East Beach Boulevard.

LEGAL DESCRIPTION OF LAND PRIOR TO THIS RESUBDIVISION:
PARCEL NO. 0711N-05-050.000

Lot 2, Block 2, COTTAGE BY THE SEA (Plat Book 6, Page 18), City of Long Beach, First Judicial District of Harrison County, Mississippi.

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

LEGAL DESCRIPTION OF PARCEL ONE:

The north 132.40 feet of Lot 2, Block 2, COTTAGE BY THE SEA (Plat Book 6, Page 18), City of Long Beach, First Judicial District of Harrison County, Mississippi.

LEGAL DESCRIPTION OF PARCEL TWO:

Lot 2, less the north 132.40 feet thereof, Block 2, COTTAGE BY THE SEA (Plat Book 6, Page 18), City of Long Beach, First Judicial District of Harrison County, Mississippi.

RESUBDIVISION PLAT
OF
LOT 2
BLOCK 2, COTTAGE BY THE SEA
(PLAT BOOK 6, PAGE 18)
INTO
PARCEL ONE & PARCEL TWO
CITY OF LONG BEACH,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI

MINUTES OF SEPTEMBER 12, 2024
REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CERTIFICATE OF APPROVAL:

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

Administrator _____ Date: _____

PLANNING COMMISSION:

Submitted to and approved by the City of Long Beach Planning Commission at the regularly scheduled meeting on the _____ day of _____, 2024.

Planning Commission Chairman: _____

APPROVAL:

Submitted to and accepted by the City of Long Beach, Board of Aldermen, at the regular meeting of said Board of Aldermen held on the _____ day of _____, 2024.

ATTEST: _____ Mayor
City Clerk _____

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

CERTIFICATE OF OWNERSHIP:

I hereby certify that, Judge Bobby Mooney is the owner of the property described hereon, which property is within the subdivision regulation jurisdiction of the City of Long Beach, and that I freely accept this plan of subdivision.

Bobby Mooney
Judge Bobby Mooney, Owner
Date: 8/19/24

Subscribed and sworn to before me, in my presence, this 19th day of August, 2024, a Notary Public in and for the County of Harrison, State of Mississippi.



M. Heavner
NOTARY PUBLIC

My Commission Expires: 11 Dec 2024

CERTIFICATE OF SURVEY AND ACCURACY:

I hereby certify that this map drawn by me or under my supervision from actual survey made by me or actual survey made under my supervision and was prepared in accordance with all applicable codes and ordinances. Witness my original signature, registration number and seal this the 13th day of August, 2024.

Wayne M. Wade, Jr.
SURVEYOR
PS-32711
Registration No. 32711



Subscribed and sworn to before me, in my presence this 13th day of August, 2024, a Notary Public in and for the County of Harrison, State of Mississippi.

Margaret R. Heavner
NOTARY PUBLIC
STATE OF MISSISSIPPI
Dec 2024



RESUBDIVISION PLAT
OF
LOT 2
BLOCK 2, COTTAGE BY THE SEA
(PLAT BOOK 6, PAGE 18)
INTO
PARCEL ONE & PARCEL TWO
CITY OF LONG BEACH,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI

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**MINUTES OF SEPTEMBER 12, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

RE: Certificate of Resubdivision, 0 East Beach Blvd, Tax Parcel 0711N-05-50.000

Tina,

There is no special connection needed for this resubdivision.

Thank you,



Robert Griffin

Right Of Way Inspector

T: 228-493-5323 | M: 228-863-0440

E: Robert.Griffin@h2oinnovation.com

404 Kohler St Long Beach, MS 39560

www.h2oinnovation.com



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

August 19, 2024

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

RE: Certificate of Subdivision – Tax Parcel No. 0711N-05-050.000

Ladies and Gentlemen:

We have received a Certificate of Subdivision for the referenced property, which can be described as a parcel of land situated and being located in lot 2, Block 2, Cottage by the Sea, (Plat book 6, page 18), City of Long Beach, First Judicial District of Harrison County, Mississippi. The submitted subdivision proposes to divide one existing parcel into two new parcels. Proposed parcel "One" will be nearly 0.172 Acres in size, with approx. 57 feet of street frontage on Finley Street. Proposed parcel "Two" will be nearly 0.315 Acres in size, with approx. 57 feet of street frontage on East Beach Boulevard.

The Certificate itself has all appropriate certifications and information. However, we do see a couple of issues which are listed below:

- Proposed parcel "One":
 - The proposed parcel has 57 feet of lot width, which does not meet the minimum ordinance requirements of 75 feet. However, this non-conforming issue currently exists today.
- Proposed parcel "Two":
 - The proposed parcel has 57 feet of lot width, which does not meet the minimum ordinance requirements of 75 feet. However, this non-conforming issue currently exists today.

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

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

Sincerely,

Tyler Yarbrough

TY:539

**MINUTES OF SEPTEMBER 12, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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

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

APPROVED:

Chairman Frank Olaivar

DATE: _____

ATTEST: _____

Tina M. Dahl, Minutes Clerk