

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**AGENDA
MAY 23, 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- 213 Klondyke Road, Tax Parcel 0612C-01-003.000, Submitted by Russell I. Destefano.
- IV. ANNOUNCEMENTS**
- V. APPROVE MINUTES**
 - 1. May 9, 2024
- VI. UNFINISHED BUSINESS**
- VII. NEW BUSINESS**
 - 1. Tree Removal- 420 East 3rd Street, Tax Parcel 0612A-01-033.000, Submitted by Charles Wambolt.
 - 2. Tree Removal- 118 East 3rd Street, Tax Parcel 0612B-03-028.000, Submitted by John McCool.
 - 3. Tree Removal- 118 Harris Avenue, Tax Parcel 0612A-05-006.000, Submitted by John McCool.
 - 4. Tree Removal- 0 Klondyke Road, Tax Parcel 0611K-02-001.000. Submitted by VG Burke Property Management.
 - 5. Short-Term Rental- 128 A South Burke Avenue, Tax Parcel 0612B-03-014.001, Submitted by Donna Marie Spahn Jones, DBA It's Mine, LLC (owner) and Troy Glass (property manager).
 - 6. Short-Term Rental- 128 B South Burke Avenue, Tax Parcel 0612B-03-014.001, Submitted by Donna Marie Spahn Jones, DBA It's Mine, LLC (owner) and Troy Glass (property manager).
 - 7. Short-Term Rental- 128 East 2nd Street, Tax Parcel 0612B-03-014.000, Submitted by Donna Marie Spahn Jones, DBA It's Mine, LLC (owner) and Troy Glass (property manager).
 - 8. Short-Term Rental- 820 West Beach Blvd, Unit 5, Tax Parcel 0512I-01-050.005, Submitted by Charles and Gay Worley, Summerland Beach House (owners) and Shea Hoda, Vacay Maid (property manager).
 - 9. Short-Term Rental- 105 Shannon Court, Tax Parcel 0711M-04-043.000, Submitted by Denise Monroe (owner) and Melody Cumberland, Cumberland Cleaning and Property Management, LLC (property manager).
 - 10. Short-Term Rental- 3 Chimney Cross, Tax Parcel 0712D-03-045.000, Submitted by Thomas Lloyd and Crystal Preston-Lloyd (owners) and Regina Warren (property manager).
 - 11. Certificate of Resubdivision- 20030 Pineville Road, Tax Parcels 0511I-01-039.001 and 0511I-01-032.000, Submitted by Godfrey F. Fayard (owner) and Danny Leggett (agent).
 - 12. Certificate of Resubdivision- 20041 Patton Road, Tax Parcel 0511I-01-032.000, Submitted by Godfrey F. Fayard (owner) and Danny Leggett (agent).
 - 13. Certificate of Resubdivision- 5587 Daugherty Road, Tax Parcel 0511I-02-006.000. Submitted by Lyra W. Allen.
 - 14. Preliminary Plat Approval- 20012 Pineville Road, Tax Parcel 0511I-01-041.000, Submitted by Pineville Properties, LLC (owner) and Robert Heinrich (agent).
- VIII. DEVELOPMENT & RESEARCH**
- IX. ADJOURN**

*****NOTES*****

****All decisions made at this meeting are subject to a ten (10) day appeal for a Public Hearing and/or the Mayor and Board of Aldermen approval on June 4, 2024.**

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

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

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Be it remembered that one (1) public hearing was heard before the Long Beach Planning and Development Commission, Long Beach, Mississippi, and begun at 5:30 o'clock p.m., Thursday, the 23rd day of May 2024, in said City, and the same being the time, date and place fixed for holding said public hearing.

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

Absent the public hearing were Commissioners Nicholas Brown and Trey Gaddy.

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



The public hearing to consider a Variance for the property located 213 Klondyke Road, Tax Parcel 0612C-01-003.000, submitted by Russell I. Destefano, as follows:

MINUTES OF MAY 23, 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	4/20/24
Zoning	C-2
Agenda Date	5/23/24
Check Number	10138

VARIANCE REQUEST

- I. Tax Parcel Number(s): 0612C-01-003.000
- II. Address of Property Involved: 213 Klondyke Road
- III. Statement clearly explaining the request being made. (Attach supplemental pages if necessary.)
Request a variance for the addition of a 33.5 foot by 6 foot aluminium patio cover on the west side of the building. REQUESTING A 30 FOOT VARIANCE.

****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? The Eddy Blake VFW is going smoke free and we would like to add a patio cover so that our patrons have a place to smoke and be protected from the elements. Our building backs up to the west end of the property therefore space is limited. We would run gutters on the patio cover and water will run from west to east which is the natural fall of the property.
- B. Describe how the special condition discussed above is not the result of actions taken by the applicant. Show that the applicant did not cause the need for this request. This building has been there since mid nineties, we are just looking to make improvements with what we have to meet demand signal of our loyal customers who support our Friday steak nights and Saturday breakfast.
- 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? The orientation of the building makes it a challenge to make changes, we trust that the board of alderman and zoning board can see our vision and grant us this variance.
- 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. Granting the variance would give us a chance to use the existing area that we use now but with the patio cover it could be used even in inclement weather.

**MINUTES OF MAY 23, 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 ; 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 t' application, the completed application with all necessary documents and payments must be returned to the Planning off not later than 21 days before the 2nd or 4th Thursday of each month. Receipt of fee(s) does not constitute receipt of 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.

RUSSELL I DESTEFANO

Name of Rightful Owner (PRINT)

Name of Agent (PRINT)

213 KONDYKE ROAD

Owner's Mailing Address

Agent's Mailing Address

LONG BEACH MS. 39560

City State Zip

City State Zip

228-547-1459

Phone

Phone

Russell Destefano 21 MAR 24

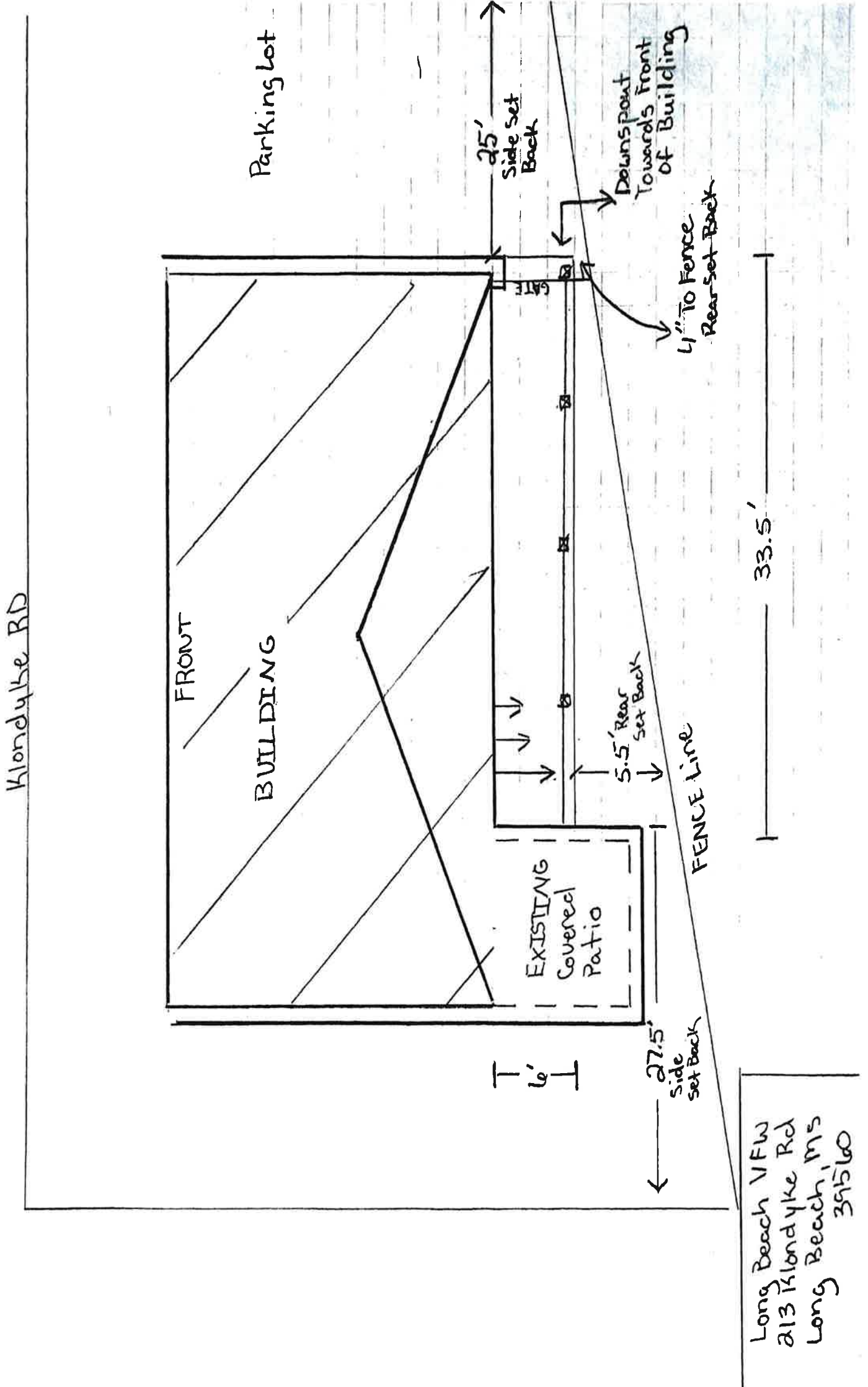
Signature of Rightful Owner

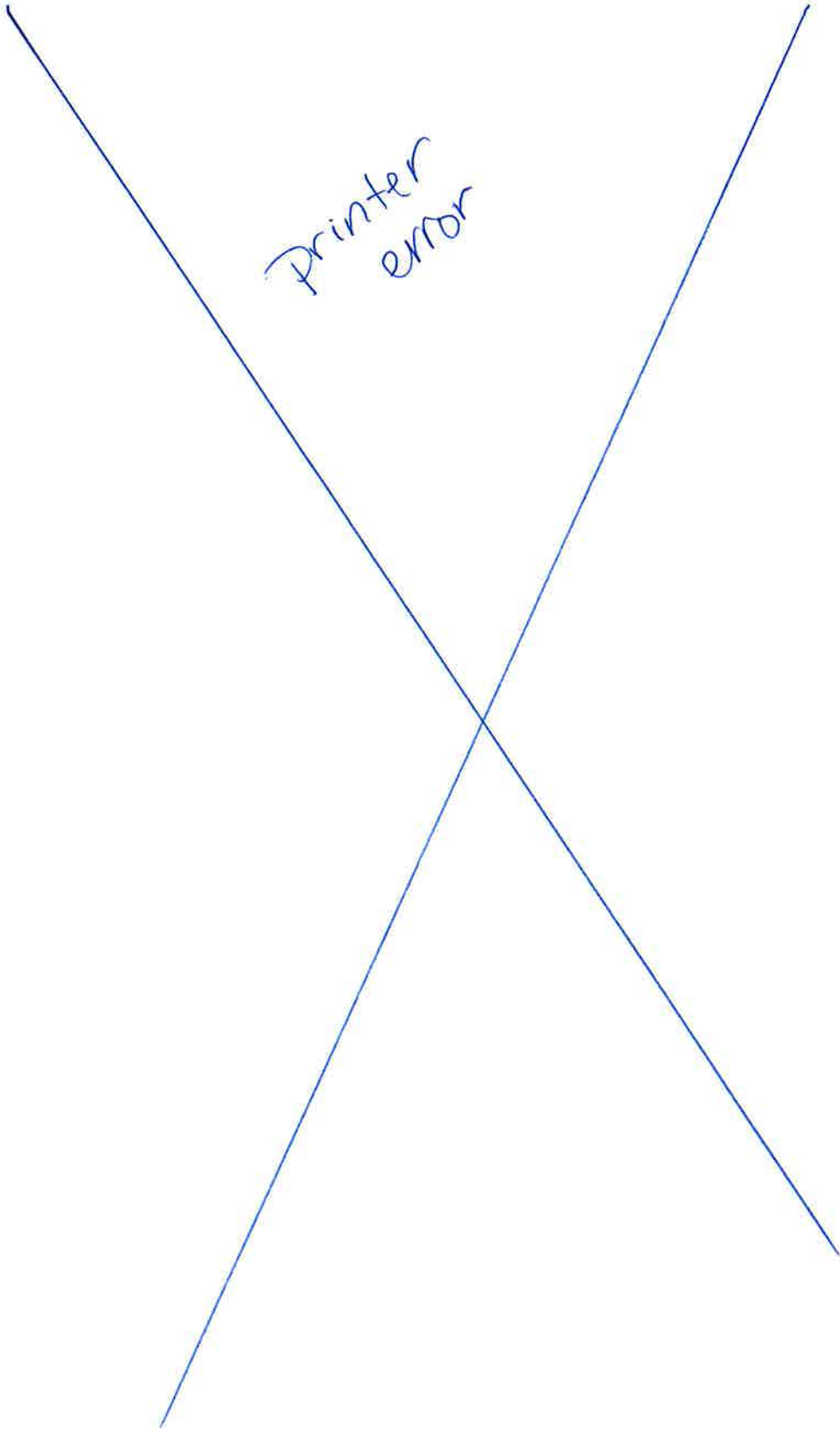
Date

Signature of Applicant

Date

MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

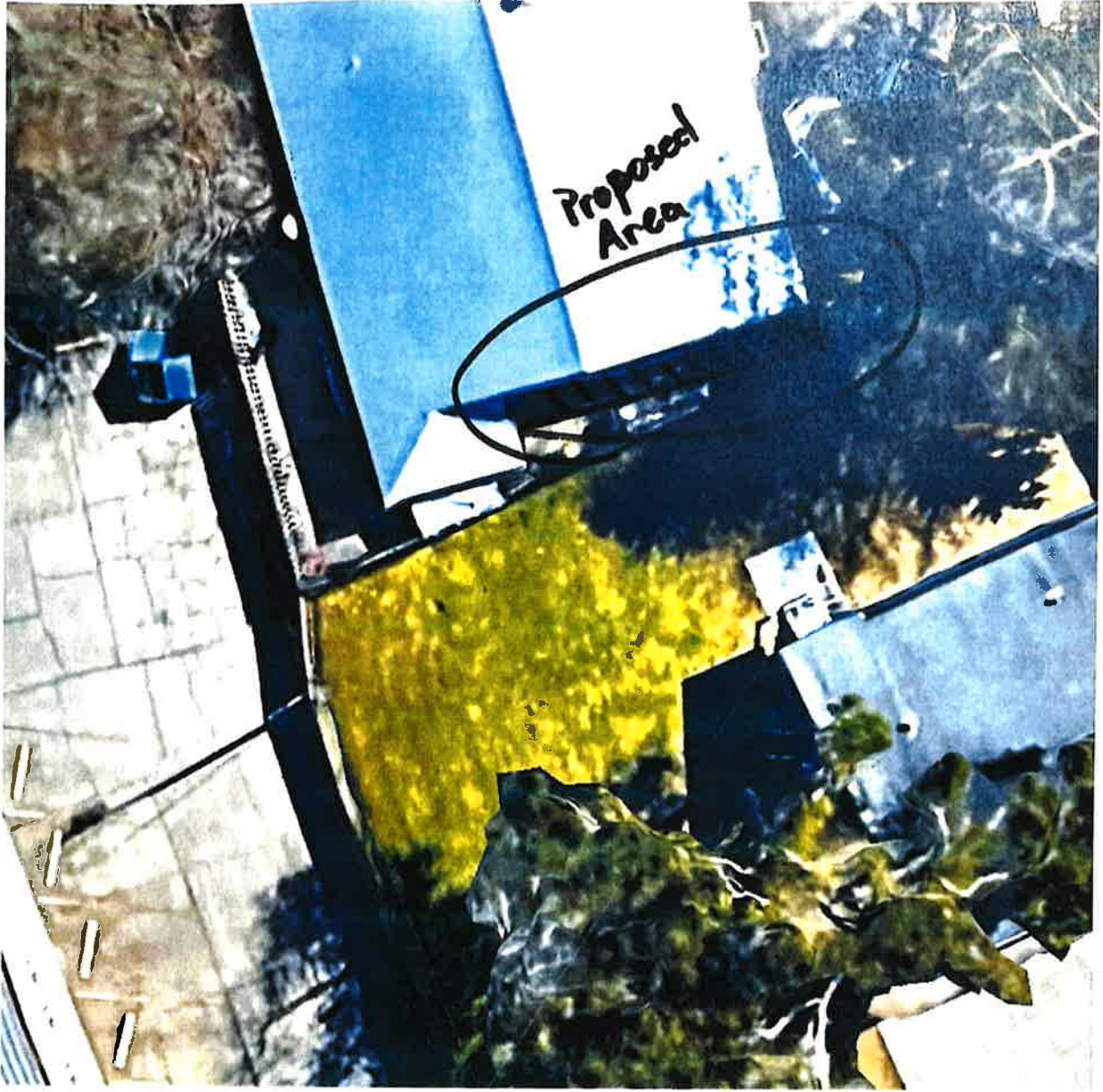




Printer
error



MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



M.B. 35
05.23.24 Reg

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

The Clerk reported that fifteen (15) notices of public hearing were sent by regular mail to property owners within one hundred sixty feet (160') of the subject property. Notices were also posted on the bulletin boards at City Hall, the Building Official's Office and the Water Department, 201 Jeff Davis Avenue and at the Long Beach Public Library, 209 Jeff Davis Avenue; said notice was ordered as part of these proceedings:

City of Long Beach



**LEGAL NOTICE
PUBLIC HEARING**

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

Russell I. Destefano, 213 Klondyke Road, Long Beach, MS, 39560, has filed an application for a Variance in accordance with the Comprehensive Long Beach Unified Land Ordinance. The applicant is requesting "a 10-foot rear yard setback for the addition of a 33.5 foot by 6-foot aluminum patio cover on the west side of the building". The city's setback requirements are 10-foot rear yard setback in a C-2 (General Commercial) Zone. The location of the request is 213 Klondyke Road, Tax Parcel 0612C-03-003.000. The legal descriptions are as follows:

BEG 86.3 FT N OF INTER OF N MAR OF OLD PASS RD & W MAR OF KLONDYKE RD N ALONG RD
110.1 FT S 73 DGS W 200.7 FT S 25 DGS E 91.6 FT N 78 DGS E 155.4 FT TO POB PART OF
NE1/4OF NE1/4 OF SEC 14-B-12

A Public Hearing to consider the above Variance request will be held in the City of Long Beach, Mississippi, 39560, May 23, 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) 864-1586 • FAX (228) 865-0822
www.cityoflongbeachms.com

United States Postal Service
201 Klondyke Road
Long Beach, MS 39560

Charles Wambolt
420 East 3rd Street
Long Beach, MS 39560

Long Beach Community Church
186 East Old Pass Road
Long Beach, MS 39560

Husband Deborah A and Harry L
Po Box 984
Long Beach, MS 39560

Cyrich Linda S W
217 Klondyke Road
Long Beach, MS 39560

Cooper Catherine
PO Box 913
Long Beach, MS 39560

Mancini Henri
206 Klondyke Road
Long Beach, MS 39560

Brisolara Melvin
20010 Merinda Lane
Long Beach, MS 39560

Wetzel James K and Garnette A
PO Box 1
Gulfport, MS 39502

Bellegarde Rodney Jean
19014 Pineville Road
Long Beach, MS 39560

2003 Realty Company LLC
19020 Pineville Road
Long Beach, MS 39560

Newman Myrtle V
19026 Pineville Road
Long Beach, MS 39560

Malley Kent W
19011 Pineville Road
Long Beach, MS 39560

Pique Harold J Jr -L/E-
22406 Blackwell Farm Road
Saucier, MS 39574

Lindholm Jason and April
3 Oakmont Place
Long Beach, MS 39560

MINUTES OF MAY 23, 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 and officer, to administer oaths in and for the period then afterwards, on this day personally appeared before me, TINA M DAVIS, known to me to be the Minutes Clerk of the City of Long Beach, Mississippi Planning and Development Commission, who being by me first duly sworn, depose and say 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 in the purpose of notifying property owners within One Hundred Fifty Feet (150') enclosing public right of ways, of the other property, when applications for zoning map changes, variances, appeals, etc. are filed, all as stipulated in The Zoning Ordinance Number 908 of the City of Long Beach; and I also 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 April 23, 2024, she did cause to be mailed, Notice of Public Hearing, a copy of which is attached hereto, to fifteen (15) property owners within One Hundred Fifty Feet (150') enclosing public right of ways, of Lot Parcel 1612-01 03080 notifying them that a Public Hearing will be held, May 23, 2024 to consider an application for a Variance filed by Russell J. Deschane.

Given under my hand this the 30th day of April 2024.

Tina M Davis
TINA M. DAVIS

SWORN TO AND SUBSCRIBED before me on this the 30th day of April 2024



Russell J. Deschane
NOTARY PUBLIC

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

Proof of Publication

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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


Vol. 11, No. 10, dated 1 day of May, 2024
 Vol. No. dated day of 20
 Vol. No. dated day of 20
 No. dated day of 20
 No. dated day of 20
 No. dated day of 20
 No. dated day of 20
 No. dated day of 20

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 30 day of April, A.D. 2024

Russell J. Deschane
NOTARY PUBLIC



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

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

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

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Be it remembered that a Regular Meeting before the Long Beach Planning and Development Commission, Long Beach, Mississippi, was begun at 5:30 o'clock p.m., Thursday, the 23rd day of May 2024, in the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, and the same being the time, date and place fixed for holding said Regular Meeting.

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

Absent the regular meeting were Commissioners Nicholas Brown and Trey Gaddy.

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

Commissioner Suthoff made motion, seconded by Commissioner DiLorenzo and unanimously carried to approve the Regular Meeting minutes of May 9, 2024, as submitted.

It came for discussion under New Business a Tree Removal for the property located at 420 East 3rd Street, Tax Parcel 0612A-01-033.000, submitted by Charles Wambolt, as follows:

MINUTES OF MAY 23, 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 39660
(228) 363-1554
(228) 363-1553 fax

APPLICATION FOR TREE PERMIT

OFFICE USE ONLY
Date Received 5/2/24
Zoning R-1
Agenda Date 5/23/24
Check Number 00

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

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

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

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

TODAY'S DATE: 5/2/24

PROPERTY INFORMATION

TAX PARCEL # 00120-01-033.000

Address of Property Involved: 420 E. 3rd St.

Property owner name: Charles Wambolt

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: 420 E. 3rd St.

Phone No. (228) 234-4567

CONTRACTOR OR APPLICANT INFORMATION

Company Name: _____

Phone No. _____ Fax: _____

Name _____

Address _____

PERMIT INFORMATION

Permit for: Removal Trimming _____ Pruning _____

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

Cracking cement / tile / foundation
+ old diseased - hollowing out.
+ roots cut off water supply.

Number of Trees:
2 Live Oak 0 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.

C. Wambolt 5/2/24
Signature Date

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

AW 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.

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

AW OWNERSHIP: Please provide a recorded warranty deed.

AW 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.

AW 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.

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

**MINUTES OF MAY 23, 2024
REGULAR MEETING**

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

TREE SITE PLAN:

1. The 2 oak trees are located to the N.E. of the home, 7 feet and 13 feet, respectively. The larger tree being 7 feet and the rotting oak being 13 feet. There are several other shade trees for the property, NONE of which are Magnolias. Shade from limbs of live oaks, pine + from neighboring properties.
2. Diseased or damaged: Mold and bark problems (See pics)
3. Newly poured slab is endangered, but no roadway, pavement or utility lines are endangered.
4. No proposed grade changes.
5. The location of my home is to the Southwest of the 2 oak trees; 7 feet and 13 feet.

PHOTOGRAPHS (Included)

PERMIT FEES: To be paid upon approval

MEETING: To be attended.

My Map



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. IAL FLURRY, TAX ASSESSOR.

MAP DATE: May 2, 2024

MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



VERY CLOSE TO THE HOUSE



BARK IS PEELING AWAY



Window



NEW
← CRACK
IN
Bathroom



Window

TILES WERE REMOVED & COVERED WITH MATS.

MINUTES OF MAY 23, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION



PREPARED BY:
Charles E. Wambolt
422 E. 7th St.
Long Beach, MS 39560
(228) 234-0507

RETURN TO:
Charles E. Wambolt
422 E. 7th St.
Long Beach, MS 39560
(228) 234-0507

STATE OF MISSISSIPPI
COUNTY OF HARRISON
WARDENHATT FIELD

For and in consideration of the sum of Five dollars (\$5.00), Law is hereunto paid, the date, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged,

Charles E. Wambolt
Long Beach, MS 39560
(228) 234-0507
107 1st Street

Not hereby sold, conveyed and vested into

Charles E. Wambolt
422 E. 7th St.
Long Beach, MS 39560
(228) 234-0507

The following described land and property being located in Harrison County, Mississippi, more particularly described as follows:

(See Exhibit A attached)

WARRANTY RESTRICTIONS:

It is agreed and understood that the taxes for the current year have been assessed as of the date on an estimated basis and are assumed by the Grantee. Where said taxes are determined, if the payment of this date is received, the Parties hereto agree to pay on the basis of an actual projection.

EXHIBIT A

PARCEL 1

All that part of Lot Ten (10), Block Twelve (12), of ORIGINAL LONG BEACH, in the Town of Long Beach in Harrison County, Mississippi, as shown by the official map or plat of said Original Long Beach, commonly known and referred to as Porter's Map of Long Beach, on file and of record in the office of the Clerical Clerk of Harrison County, Mississippi, in Record of Plats Book 14 Page 6 (Copy Book 4-A, Page 365) of the Record of Plats in Harrison County, Mississippi and being more particularly described as follows:

Beginning at an iron pipe found marking the Northwest (NW) corner of Lot Ten (10), Block Twelve (12) of ORIGINAL LONG BEACH and thence North 59 degrees 17 minutes 27 seconds East along the south margin of East Third Street a distance of 73.06 feet to an iron rod four d, thence South 27 degrees 55 minutes 54 seconds East a distance of 130.03 feet to an iron rod found marking the Southwest (SW) corner of said Lot Ten (10); thence North 28 degrees 04 minutes 20 seconds West a distance of 149.87 feet to the point of beginning, being an area of 11,116.0 square feet, more or less.

PARCEL 2

East 1/2 of Lot 11, BLOCK 5, ORIGINAL LONG BEACH, a subdivision of the City of Long Beach, First Judicial District, of Harrison County, Mississippi, as per the official map or plat thereof on file and of record in the office of the Clerical Clerk of Harrison County, Mississippi.

The Parcel No. 195123-01-035.000 (TAX PARCEL NUMBER FOR INFORMATION PURPOSES ONLY)

PARCEL 3

A parcel of land situated and being located in a part of Lots Eight (8) and Nine (9), Block Nine (9), ORIGINAL LONG BEACH according to the official map or plat thereof on file and of record in the office of the Clerical Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 11, 1st Page 6 (Copy Book 4-A, Page 365) thereof, and being more particularly described as beginning at the intersection of the West margin of Douglas Lane with the North margin of Kerr Street; thence run from said point of beginning, South 63 degrees 51 minutes West a distance of 110.0 feet along the North margin of Kerr Street; thence run North 53 degrees 11 minutes East a distance of 110.0 feet to the West margin of Douglas Lane; thence run South 28 degrees East a distance of 123.0 feet along the West margin of Douglas Lane to the North margin of Kerr Street and the point of beginning.

The conveyance is made expressly subject to any and all restrictive covenants, rights-of-way, easements, and mineral reservations and any other rights now of record which affect the above described property.

WITNESS MY SIGNATURE, this the 3 day of July 2019

Donald R. Wambolt
Donald R. Wambolt

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the said-ordained Notary Public in and for the above named jurisdiction, the within named, Donald R. Wambolt, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein stated.

Giver under my hand and seal this the 3 day of July 2019

Wanda E. Eason
Wanda E. Eason
NOTARY PUBLIC

My Commission Expires:

Sept 11 2020



**MINUTES OF MAY 23, 2024
REGULAR MEETING**

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Date: May 15, 2024

To: City of Long Beach Planning Commission

From: Long Beach Tree Board

Re: Tree(s) Removal – 420 East 3rd Street

The Tree Board has no objection to this removal to protect the property from further damage.

Karen Epperson-Price

Victor L. Chapman

After discussion and upon recommendation by members of the Tree Board, Commissioner Glenn made motion, seconded by Commissioner DiLorenzo and unanimously carried to approve the application as submitted.

It came for discussion under New Business a Tree Removal for the property located at 118 East 3rd Street, Tax Parcel 0612B-03-028.000, submitted by John McCool, as follows:

MINUTES OF MAY 23, 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 5/27/24
Zoning R-1
Agenda Date 5/23/24
Check Number 1020

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

mw 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.

mw 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.

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

TODAY'S DATE: 5-7-24

PROPERTY INFORMATION

TAX PARCEL # 0612B-03-028.000

Address of Property Involved: 118 E. 3rd

Property owner name: John McCool

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: 5514 Espy Ave. Beach Long

Phone No. 228 365-2952

CONTRACTOR OR APPLICANT INFORMATION

Company Name: Bobcat Tree Work

Phone No. 228 8068063 Fax: _____

Name Joey Wilson

Address 8468 County Farm Rd Long Beach

PERMIT INFORMATION

Permit for: Removal Trimming Pruning

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

tree too close to home (use separate sheet if needed)

Number of Trees:

1 Live Oak _____ Southern Magnolia

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

Joey Wilson 5-7-24
Signature Date

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

mw 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.

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

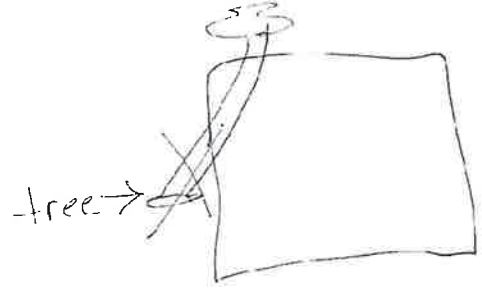
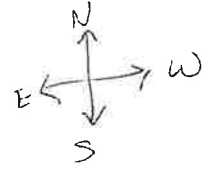
mw OWNERSHIP: Please provide a recorded warranty deed.

mw 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.

mw 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.

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

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



118 E. 3rd St.



MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Book 688 Pg 180

WARRANTY DEED

THE STATE OF MISSISSIPPI
Harrison County
HARRISON

For and in consideration of the sum of TEN DOLLARS (\$10.00)

of which is hereby acknowledged X dollars cash in hand paid to
JOHN ROBERT MCCOOL and HELEN A. MCCOOL, HUSBAND AND WIFE AS JOINT TENANTS WITH LIFE RIGHTS
TO THE SUIVOR AND NOT AS TENANTS IN COMMON
The following described land situated and being in Harrison County, Mississippi
THE CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY STATE OF MISSISSIPPI
DESCRIBED AS FOLLOWS, TO-WIT:

THE WEST 1/2 PART OF LOT 8 AND THE EAST 1/2 PART OF LOT 7 IN BLOCK 8
OF ORIGINAL LONG BEACH, ACCORDING TO THE OFFICIAL MAP OR PLAT THERE-
OF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF
HARRISON COUNTY, MISSISSIPPI.

AS PART OF THE CONSIDERATION OF THE CONVEYANCE, THE PROVISIONS OF THIS WARRANTY DEED
ARE LIMITED TO THE PROVISIONS OF A PROMISSORY NOTE EXECUTED THIS DATE BETWEEN WASIL
THE MCCOOL, CHAIRMAN AND JOHN ROBERT MCCOOL AND HELEN A. MCCOOL, HUSBANDS AND THIS
DATE PROMISSORY NOTE IS SECURED BY A DEED OF TRUST EXECUTED THIS DATE BETWEEN WASIL FOR THE
BENEFIT OF:
MCCOOL, HELEN A. AND JOHN ROBERT MCCOOL AND HELEN A. MCCOOL, HUSBANDS, GRANTEE

Witness my hand and official seal this 9 day of JULY A.D. 19 22
WASIL JOHN MCCOOL, A HUSBAND,
WASIL JOHN MCCOOL, FIDELITY

THE STATE OF MISSISSIPPI
Harrison County
HARRISON

Personally appeared before me, the undersigned authority in and for said County and State, the within
named WASIL JOHN MCCOOL, A HUSBAND, who acknowledged that HE
signed and delivered the foregoing instrument on the date and year therein mentioned as true and
voluntary act and deed

Given under my hand and official seal this 9 day of JULY A.D. 19 22
My commission expires 31 day of JULY A.D. 19 22

FILED
480
40
30
7.25

STATE OF MISSISSIPPI, COUNTY OF HARRISON, First Judicial District
I, G. H. Crowl, Clerk of the Circuit Court of said County, do hereby certify that
the foregoing instrument was duly recorded in my office on the 9 day of JULY
19 22 and is on file in my office.

G. H. CROWL, Clerk
By Blanchard Pearson, Jr.

MEMORANDUM

Date: May 9, 2024
To: City of Long Beach Planning Commission
From: Long Beach Tree Board
Re: Tree(s) Removal – 118 East 3rd Street

The Tree Board has no objection to this removal to prevent damage to the home and property.

Karen Epperson-Price
Victor L. Chapman

After discussion and upon recommendation by members of the Tree Board, Commissioner Suthoff made motion, seconded by Commissioner Glenn and unanimously carried to approve the application as submitted.

It came for discussion under new business, a Tree Removal for the property located at 118 Harris Avenue, Tax Parcel 0612A-05-006.000, submitted by John McCool, as follows:

MINUTES OF MAY 23, 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 5/7/24
Zoning RM
Agenda Date 5/23/24
Check Number 109

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

gm 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.

gm 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.

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

TODAY'S DATE: 5-7-24

PROPERTY INFORMATION

TAX PARCEL # 0612A-05-0000-000

Address of Property Involved 118 Harris Long Beach

Property owner name: John McCool

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: 5514 Espy Ave Beach

Phone No. 228 365 2952

CONTRACTOR OR APPLICANT INFORMATION

Company Name: Bobcat Tree Work

Phone No. 228 806 8063 Fax: cell 228 346 3841

Name Joeb Wilson

Address 6468 County Farm Rd Long Beach

PERMIT INFORMATION

Permit for: Removal Trimming Pruning

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

all surrounding trees where removed all growth is over house other stumps rotting out a ver-time compromise tree

Number of Trees:

1 Live Oak _____ Southern Magnolia

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

Joeb Wilson Signature 4-30-24 Date

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

gm 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.

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

gm OWNERSHIP: Please provide a recorded warranty deed.

gm 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.

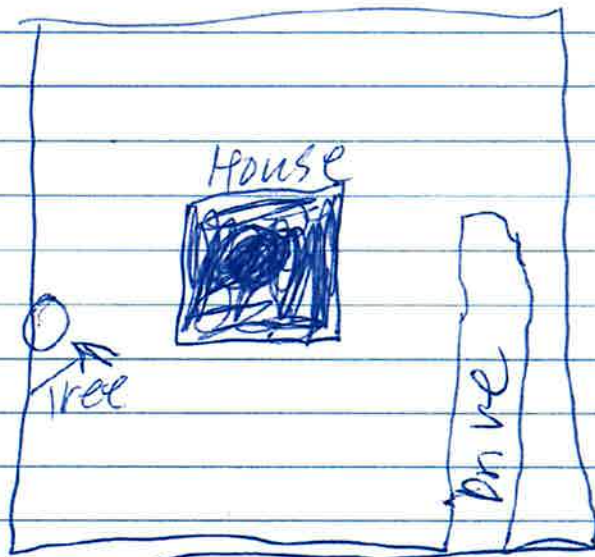
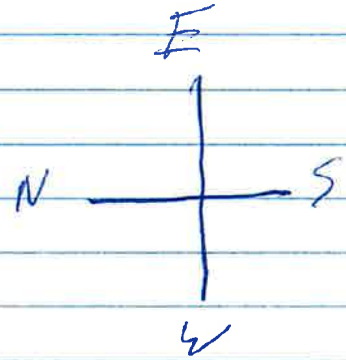
gm REPLANTING: As a condition of granting the tree removal permit, the City, acting by and through its Mayor and Board of Aldermen, may require the applicant to relocate or replace trees, but may not require the replacement of trees in a number greater than the number of Live Oak or Magnolia trees removed;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

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

MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

64

118 Harris Long Beach



Harris Ave



MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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 which is hereby acknowledged, JAMES M. HANK and JOHN C. HOFFMAN do hereby sell, convey and warrant unto JOHN H. MCCOOL and wife, HELEN L. MCCOOL as joint tenants with full rights of survivorship and not as tenants in common the following described property located in the First Judicial District of Harrison County, Mississippi, more particularly described as follows:

A lot or parcel of land being located in the City of Long Beach, Mississippi, Harrison County, Mississippi, being more particularly described to follow, to-wit:

Commencing at the intersection of the North margin of East Railroad Street and the East margin of Harris Avenue and run thence North 28 degrees West along said East margin 114 feet to the front of beginning, thence continue North 28 degrees West 75.0 feet, thence North 62 degrees East 150.0 feet, thence South 28 degrees East 81.0 feet, thence South 62 degrees East 75.0 feet, thence West 150.0 feet to the POINT OF BEGINNING, Municipal Block 77.

With covenance as subject to any and all recorded restrictive covenants, rights of way, easements and prior reservations of any oil, gas and other minerals lying in, on and under the subject property.

THE ad valorem taxes for the current year are not paid and assumed by the Grantee herein.

WITNESSES OUR SIGNATURES, on this 10th day of February, 1984, A. D.

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY seen and approved before me, the undersigned authority in and for the jurisdiction aforesaid, the within named JAMES M. HANK and JOHN C. HOFFMAN, who acknowledged to and before me that

104 049 3

They signed and delivered the above and foregoing instrument of writing on the 10th day of February, 1984, the parties thereto being duly sworn to its validity and effect.

Witness my hand and official seal this 10th day of February, 1984, A. D.

Notary Public

10-9-84

726

STATE OF MISSISSIPPI
COUNTY OF HARRISON
NOTARY PUBLIC

MEMORANDUM

Date: May 9, 2024
To: City of Long Beach Planning Commission
From: Long Beach Tree Board
Re: Tree(s) Removal – 118 Harris Street

The Tree Board has no objection to this removal to prevent damage to the home and property.

Karen Epperson-Price

Victor L. Chapman

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

After discussion and upon recommendation by members of the Tree Board, Commissioner Glenn made motion, seconded by Commissioner DiLorenzo and unanimously carried to approve the application as submitted.

It came for discussion under New Business a Tree Removal for the property located at 0 Klondyke Road, Tax Parcel 0611K-02-001.000, submitted by VG Burke Property Management, as follows:

MINUTES OF MAY 23, 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	5/18/24
Zoning	C-2
Agenda Date	5/23/24
Check Number	CC

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

VB 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.

VB 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.

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

TODAY'S DATE: 5/18/24

PROPERTY INFORMATION

TAX PARCEL # 0611K-02-001.000

Address of Property Involved: 0 KLOMOKE (ACCESS FROM OLD CAROLINA PROJECT (FCU))

Property owner name: VGBurke Property Management Group
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: 3614 Bienville Blvd Ocean Springs MS

Phone No. (228) 238-8314

CONTRACTOR OR APPLICANT INFORMATION

Company Name: VGBurke Property Management

Phone No. (228) 238-8314 Fax: _____

Name: Vincent Burke

Address: 3614 Bienville Blvd OS MS 39564

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.:

All specified are in the footprint of (use separate sheet if needed) either the drive, the parking area, or the building

ALL RED #'S ARE OAK ALL BLACK ARE MAGNOLIAS

Number of Trees:
8 Live Oak 10 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.

VGB Signature 5/18/24 Date

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

VB 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.

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

VB OWNERSHIP: Please provide a recorded warranty deed.

VB 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.

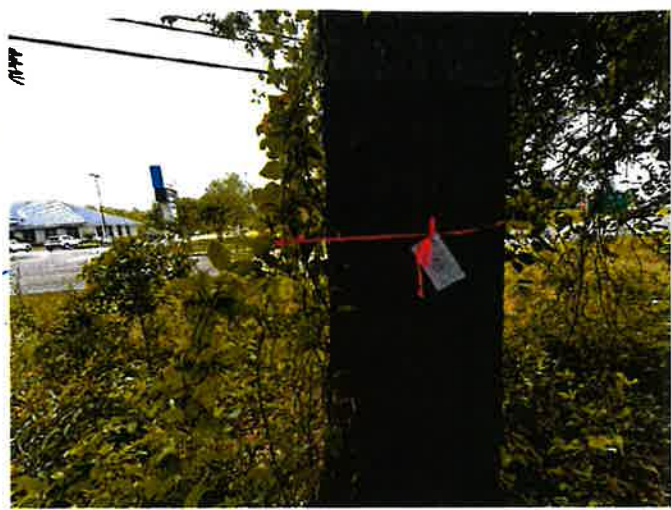
VB REPLANTING: As a condition of granting the tree removal permit, the City, acting by and through its Mayor and Board of Aldermen, may require the applicant to relocate or replace trees, but may not require the replacement of trees in a number greater than the number of Live Oak or Magnolia trees removed;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

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

MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



LIVE



LIVE



MAG



MAG



LIVE



LIVE

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



MAG
MAG



LIVE



MAG



LIVE
MAG



MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



LIVE



MAGS



LIVE



MAGS

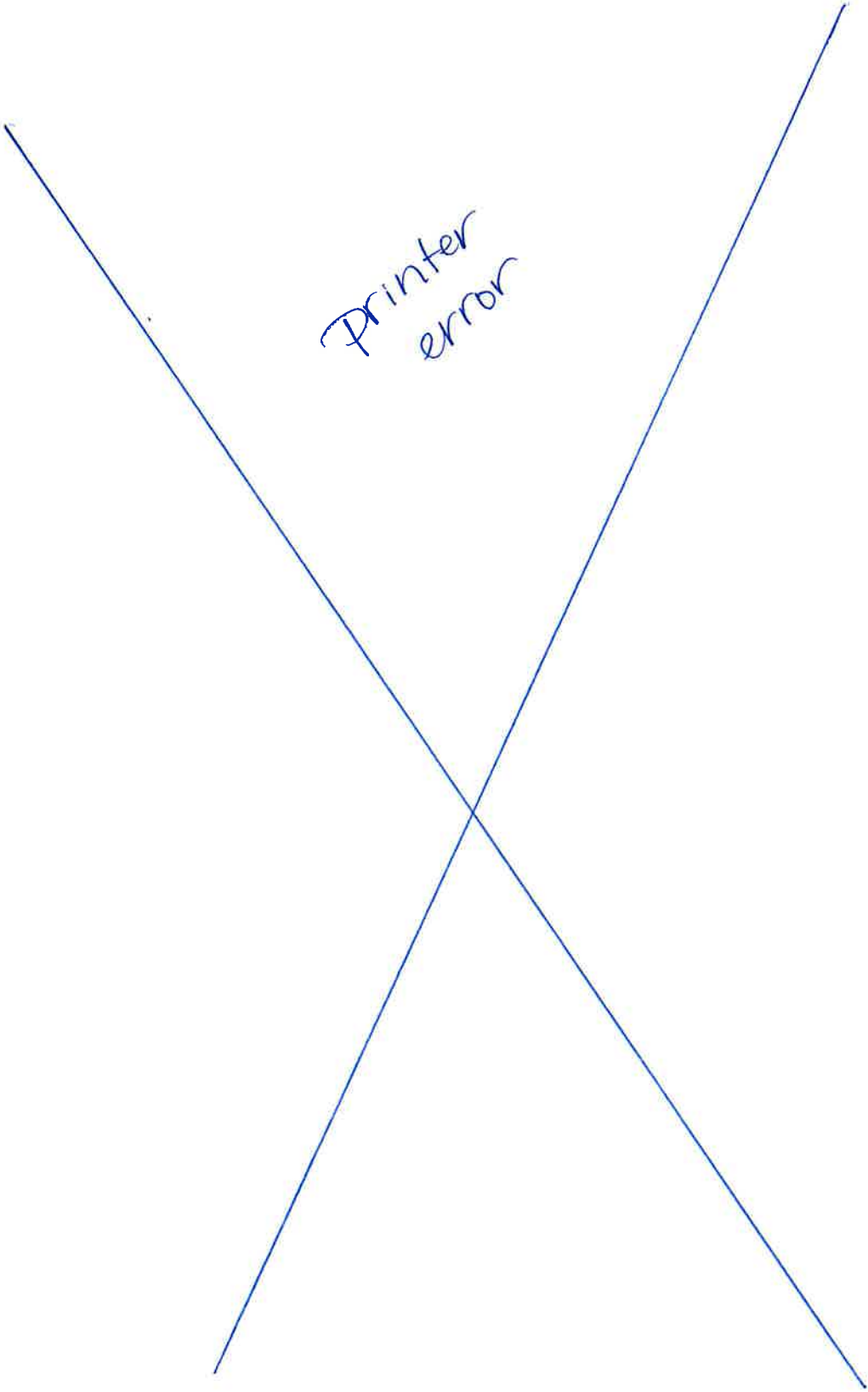


MAGS



MAGS

Printer
error





Printer
error

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
MEMORANDUM**

Date: May 9, 2024
To: City of Long Beach Planning Commission
From: Long Beach Tree Board
Re: Tree(s) Removal – 0 Klondyke Road

The Tree Board has contrasting opinions, both are listed separately.

With all due respect my property is located at 511 Klondyke Road, the immediate northern neighbor to the property 0 Klondyke Road, and directly across from Keesler Federal. I am also a member of the tree board. There are some neighbors who are concerned about wildlife in the area. I am certain that all will be done as well as can be managed. My stand is to leave as many of the native Live Oaks and Magnolia trees as possible for shade and to ward off the extreme summer heat from pavement. I look forward to being a very good and considerate neighbor, as we welcome Mr Burke to Long Beach.

Karen Epperson-Price

I approve the application for tree(s) removal.

Victor L. Chapman

After discussion and upon recommendation by members of the Tree Board, Vice Chairman Barlow made motion, seconded by Commissioner Suthoff and unanimously carried to approve the application as submitted.

It came for discussion under New Business a Short-Term Rental for the property located at 128 A South Burke Avenue, Tax Parcel 0612B-03-014.001, submitted by Donna Marie Spahn Jones, DBA It’s Mine, LLC (owner) and Troy Glass (property manager), as follows:

MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

PROPERTY INFORMATION:
 ADDRESS: 128 A S. Burke Ave, Long Beach, Ms Tax Parcel # 0028-03-014.01
 (Location of Short-Term Rental)

OWNER'S INFORMATION:
 Property Owner's Name: Donna Marie Spahn Jones dba Its Mine, LLC
 Property Owner's Address: 128 E. 2nd St., Long Beach, Ms
 Property Owner's Mailing Address, if different from above:

Property Owner's Phone No: 504-261-6832 City State Zip
 Email Address: ~~donnasjones@gmail.com~~ donnasjones@gmail.com

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

PROPERTY MANAGER INFORMATION:
 Property Manager's Name: Troy Glass
 Property Manager's Address: (Must be a local contact)
137 N. Seashore Ave, Long Beach, MS 39560
 City State Zip
 Property Manager's Phone No.: 228-697-2293 Email Address: troyglass228@gmail.com

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

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

AFFIDAVIT

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

Donna Marie Spahn Jones [Signature] 05/20/2024
 PRINT NAME SIGNATURE DATE

BELOW IS FOR OFFICE USE ONLY			
Maximum Occupancy: <u>2</u>	Maximum Vehicles allowed: <u>1</u>	Number of bedrooms: <u>1</u>	Number of people home can accommodate: <u>2</u>

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

Building Official Signature: [Signature] Date: 5/7/24
 Fire Inspector Signature: _____ Date: _____

COMMENTS: _____

Date Received: <u>4-30-24</u>
Agenda Date: <u>5-23-24</u>
Amount Due/Paid: <u>250.00</u>
Payment Method: <u>1002</u>

MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



Donna Marie Spahn Jones *aka*
I E's Mine, LLC, owner of the property located at
1284 S. Burke Ave, Tax Parcel _____
affirm that I am in compliance with building codes, deed restrictions
and/or covenants, and have paid all applicable taxes, fees and other
charges. I acknowledge that a violation of the ordinances of the City of
Long Beach shall result in the suspension or revocation of the permit.

(Signature)

signature

05/23/2024

date



Prepared By:
Vezina and Gattuso, L.L.C.
401 Weyer Street
P. O. Box 461
Gretna, LA 70054
(504) 368-5223

Return To:
Vezina and Gattuso, L.L.C.
401 Weyer Street
P. O. Box 461
Gretna, LA 70054
(504) 368-5223

INDEXING INSTRUCTION: A Parcel of land situated in SECTION 13, T08, R12, HARRISON COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI
COUNTY OF HARRISON

WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand, paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned:

Grantor: Donna Spahn -Jones
Address: 7533 Jeanette Place
New Orleans, LA 70118
Phone: 504-261-3862

does hereby sell, convey, bargain and warrant to:

Grantee: E's Mine, LLC
Address: 7533 Jeanette Place
New Orleans, LA 70118
Phone: 504-261-3862

the following described real property situated and located in the First Judicial District, Harrison County, Mississippi, more particularly and certainly described as follows:

Any and all interest, rights, and title, including full (100%) ownership, in and to the immovable property located at 128 E. Second Street, Long Beach, MS 39560, as more particularly described as follows, to-wit:

A parcel of land situated and being located in a part of LOTS 6 and 7, BLOCK 1, Original Long Beach, City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as: Beginning at the Southeast corner of said Lot 7, said Point of Beginning being the intersection of the Northerly margin of Second Street with the westerly margin of Burke Avenue; thence run from said point of beginning, Northerly 150 feet along the Westerly margin of Burke Avenue; thence run Westerly 150 feet and parallel with the Northerly margin of Second Street; thence run Southerly 150 feet and parallel with the Westerly margin of Burke Avenue to the Northerly margin of Second Street; thence run Easterly 150 feet along the Northerly margin of Second Street to the Westerly margin of Burke Avenue and the Point of Beginning.

Any and all interest, rights, and title, including full (100%) ownership, in and to the immovable property located at 128 S. Burke Street, Long Beach, MS 39560, as more particularly described as follows, to-wit:

A parcel of land situated and being located in a part of LOTS 6 and 7, BLOCK 1, Original Long Beach, City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as: Beginning at the Southeast corner of said Lot 7, said Point of Beginning being the intersection of the Northerly margin of Second Street with the westerly margin of Burke Avenue; thence run from said point of beginning, Northerly 150 feet along the Westerly margin of Burke Avenue; thence run Westerly 150 feet and parallel with the Northerly margin of Second Street; thence run Southerly 150 feet and parallel with the Westerly margin of Burke Avenue to the Northerly margin of Second Street; thence run Easterly 150 feet along the Northerly margin of Second Street to the Westerly margin of Burke Avenue and the Point of Beginning.

LESS AND EXCEPT

All the certain part of Lot 6, and Lot 7, Block 1, Original Town of Long Beach, City of Long Beach, County of Harrison, State of Mississippi, being more particularly described as follows: Commencing at a found 2" pipe at the Southwest corner of said Lot 7; thence North 68 degrees 34 minutes 05 seconds East 50.78 feet to a found 1" pipe and the point of Beginning; thence North 28 degrees 18 minutes 29 seconds West 117.63 feet to a fence line; thence along said fence; North 61 degrees 47 minutes East 6.66 feet to a fence corner; thence along a fence, South 25 degrees 04 minutes East 117.81 feet to a point of Beginning. Containing 392 square feet, more or less.

AND ALSO: All that certain part of Lot 6, Block 1, Original Town of Long Beach, City of Long Beach, County of Harrison, State of Mississippi, being more particularly described as follows: Commencing at a found 2" pipe at the Southwest corner of said Lot 7 of said Block 1; thence North 68 degrees 34 minutes 05 seconds East 50.78 feet to a found 1" pipe; thence North 28 degrees 18 minutes 29 seconds West 117.63 feet to a fence line and the Point of Beginning; thence along said fence, South 61 degrees 47 minutes West 6.04 feet to a fence corner; thence along a fence,

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

North 29 degrees 51 minutes 27 seconds West 33.07 feet; thence North 60 degrees 52 minutes 07 seconds East 7.00 feet to a found 2" pipe; thence South 28 degrees 18 minutes 29 seconds East 32.20 feet to Point of Beginning. Containing 212 square feet, more or less.

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

This conveyance is made subject to any and all reservations, restrictions, easements, exceptions, covenants and conditions of record, including any mineral, oil or gas reservations and any covenants or restrictions of record.


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

The Grantees herein certify that the property hereinabove conveyed forms no part of the homestead of said Grantees.


It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and that 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 years taxes are specifically assumed by Grantees herein.

TOGETHER with all of the tenements, hereditaments and appurtenances with every privilege, right, title, interest and estate, reversion, remainder and accretions thereto belonging or in any wise appertaining.


WITNESS MY SIGNATURE, this the 2 day of Feb., 2024.


DONNA SPAHN-JONES
STATE OF LOUISIANA
PARISH OF JEFFERSON

Personally came and appeared before me, the undersigned authority in and for the aforesaid County and State on this the 2 day of Feb., 2024, DONNA SPAHN-JONES, who acknowledged that she signed and delivered the foregoing instrument of writing on the day and year therein recited.


SCOTT C. DUSANG, Notary Public
LA BAR NO. 24398
AT DEATH

WITNESS BY SIGNATURE, this the 2 day of Feb., 2024.

IT'S MIND, LLC, Louisiana Limited Liability Company
By: 

STATE OF LOUISIANA
PARISH OF JEFFERSON

Personally came and appeared before me, the undersigned authority in and for the aforesaid County and State on this the 2 day of Feb., 2024, within my jurisdiction, the within named Donna Spahn-Jones, who acknowledged that she is authorized signa of It's Mind, LLC, a Louisiana Limited Liability Company, and that for and on behalf of said Limited Liability Company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized to do so.


SCOTT C. DUSANG, Notary Public
LA BAR NO. 24398
AT DEATH

**128A S. Burke Avenue
Long Beach, MS**

PARKING RULES & PLAN

The Studio has two (1) designated parking space. No more than 2 vehicles are permitted during the rental.

Visitors must only use the one (1) designated parking places and may not utilize any additional parking unless authorized by the Management.

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

HOUSE RULES:

THE STUDIO

128 A S. Burke Street
Long Beach, MS

Property Manager: Troy Glass - 228-697-2293
Property Manager is available 24/7.

Property Owner: Donna S. Jones 504-261-6832

Long Beach Police Dept : 228-863-7292
Long Beach Fire Dept: 228-863-7292

MAXIMUM CAPACITY : 2-3 PEOPLE

PARKING : 1 designated parking spaces --

LONG BEACH NOISE ORDINANCE - All tenants must comply with the local noise ordinance. We want you to enjoy your stay, however, please be respectful of the neighbors. **No music or loud outside noise is permitted after 10:00 p.m.**

NO PETS ARE ALLOWED ON PREMESIS - any violation will forfeit your deposit and subject to additional cleaning costs.

NO SMOKING IS PERMITTED IN THE RESIDENCE - violation will result in forfeiture of deposit and subject to additional cleaning costs.

FIRE EXTINGUISHER -

Smoke detectors - this property is equipped with smoke detectors.

CHECK IN/OUT

Check In - 3:00 pm
Check Out 11:00 am

Cleaning personnel will arrive promptly at 11:00 am on the designated departure date. Failure to depart the premises by 11:00 am will result in a partial to full additional daily rate charge.

TRASH MANAGEMENT: Inside trash receptacles, including trash bags, will be provided along with a large covered and secured Trash receptacle outside the residence. At the time of departure, all trash must be placed in the outside receptacle. **REFRIGATOR MUST BE EMPTIED.** Property Management will inspect the residence after each departure.

The cleaning personnel will put the trash out to the designated collection location for pick up.

Rental Agreement

Please click [here](#) to view the Rental Agreement for bookings made between 12/18/19 and 12/6/20.

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

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

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

- **Any payments you make are non-refundable. Please read the cancellation policy carefully before booking and consider purchasing travel insurance (Section 2).**
- **Depending on certain circumstances and at Evolve's sole discretion and goodwill Evolve may issue you a future travel credit for use at properties within the Evolve network as your sole and exclusive remedy (which are subject to certain restrictions set forth at issuance including that travel credits are non-transferable and must be used 2 years from issuance).**
- **You are releasing Evolve and the homeowner from certain types of liability and agreeing to assume certain risks on behalf of yourself and each individual present during the stay (Sections 12 & 13); you are aware that**

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

1/9

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

4/18/24, 2:16 PM

Rental Agreement

traveling may increase your risk of contracting COVID-19.

- This Agreement requires claims to be resolved through Arbitration (Section 17).
- This Agreement contains a Jury Trial waiver and a Class action waiver (Section 19).

By clicking "Book Now" you are acknowledging and agreeing to each term included in this Rental Agreement, which specifically includes each of the above-described terms and conditions, as well as any applicable rules, policies, terms or conditions specific to your selected property:

1. **BOOKING TRANSACTION.** This Agreement is between Evolve Vacation Rental Network, Inc. ("Evolve") and the Individual completing this booking transaction for the Vacation Rental ("you" or "Guest"). Evolve represents the owner of the Vacation Rental (your "Host"). Evolve provides the Vacation Rental subject to the terms of this Agreement. You agree that you will be present at the Vacation Rental for the entire duration of the reservation and that you will be responsible for the actions and behavior of each individual present at the Vacation Rental during your stay. This includes ensuring everyone in your party or otherwise present at the Vacation Rental (each an "occupant") is aware of and in compliance with the terms identified in this Agreement. If you are bringing a minor as an occupant, you acknowledge and agree that you are solely responsible for the supervision of that minor throughout the duration of your stay and agree to the terms of this Agreement on each minor's behalf.
2. **PAYMENT TERMS & CANCELLATION.** The total amount due, including the base rates, taxes, and fees are displayed on the checkout webpage for the Vacation Rental. A portion of your total payment may be due upon checkout, as indicated in the "amount to be charged now" line. The balance is due prior to arrival within the schedule indicated on the reservation webpage. Please review these amounts carefully. **You may cancel your booking at any time, however, all amounts that have been paid prior to your cancellation will be non-refundable unless specifically indicated otherwise at checkout.** Please review the specific cancellation and refund terms in the listing you are reserving prior to checkout as exceptions will not be made once your reservation is confirmed.
3. **HOUSE RULES & POLICIES.** The Vacation Rental may have specific rules and policies regarding pets, smoking/vaping, quiet hours, parking, pool and/or hot tub usage, and other local, HOA, or property regulations.

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

2/9

4/18/24, 2:16 PM

Rental Agreement

These rules are detailed in the description section of the Vacation Rental listing, in an **Exhibit A** attached hereto, or as otherwise delivered to you, and are incorporated into this Agreement. Please review these terms carefully, as violation(s) may result in additional fees or the immediate removal of you and other members of your party from the Vacation Rental without refund. Further, violation of any law or ordinance by any individual at the Vacation Rental during your reservation will result in the immediate removal of you and other members of your party from the Vacation Rental without refund.

4. **ARRIVAL DETAILS & CHECK-IN/CHECK-OUT.** Once your booking has been paid in full, you will receive contact information for the primary contact for your stay (your "Guest Contact"). Check-in and check-out times will be communicated to you prior to your arrival, unless otherwise set forth in the description of the Vacation Rental. Please confirm your expected arrival time with your Guest Contact. If you or any member of your group fails to vacate the Vacation Rental at the designated check out time, you grant Evolve the right to charge the credit card number used to book the Vacation Rental for an additional night. Further, Evolve, the Host or the Guest Contact may initiate any and all proceedings necessary to remove you, your occupants, or your belongings from the Vacation Rental.
5. **DAMAGE.** In lieu of a security deposit Evolve charges a fee for an accidental rental damage waiver. This fee and the related terms, conditions, and waiver amounts are set forth on the Vacation Rental detail webpage and the checkout webpage and are incorporated into this Agreement. Any damage to the Vacation Rental must be reported to Evolve and the Guest Contact before check-out. You agree damage not covered by, or exceeding the limit of, the accidental rental damage waiver is your full responsibility. This may include damage or loss occurring during your stay, violations of house rules or policies, additional cleaning fees, and/or any fines or other costs incurred by the behavior of you or any other occupant during your stay in violation of laws or other regulations. You grant Evolve the right to charge the credit card number used to book the Vacation Rental for any such damages, including, but not limited to, additional cleaning fees. To ensure that the proper party is held responsible, please notify your Guest Contact of any damage found at check-in.
6. **FEES & ADDITIONAL SERVICES.** All mandatory and optional booking-related fees will be disclosed in the Vacation Rental listing. If you fail to select any option(s) that incur additional fees applicable to your stay (e.g., pet

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

3/0

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

4/18/24, 2:18 PM

Rental Agreement

fees, pool heating fees, etc.) and if it is later discovered that you should have paid for such option(s), you grant Evolve the right to charge the credit card number used to book the Vacation Rental for the associated additional fees.

7. MAXIMUM OCCUPANCY.

a) The maximum number of people that may occupy the Vacation Rental is indicated in the listing description. For clarification, this number applies to all overnight guests, day visitors and children. Unless otherwise approved by Evolve in writing, occupancy over the indicated capacity may result in the immediate removal of you and other members of your party from the Vacation Rental and forfeiture of all amounts paid.

b) Parties and large gatherings are not permitted at the Vacation Rental under any circumstances. Conduct of unauthorized parties or gatherings may result in your removal from the property without refund and Evolve may contact local law enforcement when appropriate. You agree to respect the Vacation Rental, neighbors, the surrounding community and to follow all applicable laws, regulations, ordinances and rules, including noise ordinances. You agree to conduct yourself in a manner that does not disrupt neighbors or community members.

8. CONDITION OF THE PROPERTY. Your Host cares very much about their Vacation Rental and strives to keep it in excellent shape. If you notice any problems, hazardous conditions, housekeeping issues, or maintenance issues, please notify your Guest Contact immediately. If the Vacation Rental is not in the condition represented in the rental listing, Evolve may, in its sole discretion, offer an abatement; provided, however, that in no event will such an abatement exceed the amount you paid for the reservation. You hereby acknowledge that if the Vacation Rental has access to shared amenities, the repair and maintenance of such shared amenities is not within Evolve's or Host's responsibility or control.

9. HOST ACCESS. You agree to allow your Host, Guest Contact, and/or their agents reasonable access to the Vacation Rental during your stay if requested. Such access may be necessary to resolve maintenance related issues

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

4/9

4/18/24, 2:18 PM

Rental Agreement

you report. In the event of an emergency, the Vacation Rental may be accessed without prior notice or permission.

10. CLEANLINESS. You are expected to treat the Vacation Rental with respect, keeping in mind that this is an individual's home, not a hotel room. You are expected to leave the Vacation Rental in a clean, neat, and orderly condition and respect the Host's requests regarding check-out procedures.

11. CANCELLATIONS/UNFORESEEN CIRCUMSTANCES.

a) **UNFORESEEN CIRCUMSTANCES/FORCE MAJEURE.** All funds paid to Evolve are non-refundable unless stated otherwise (Section 2) and no refunds will be due in the event your stay at the Vacation Rental becomes impossible for a reason outside Evolve's or Host's control, including natural disasters, fire, epidemic, pandemic, federal, state, or local quarantine, civil commotion, changes in laws or regulations, evacuation orders, or other acts of government agencies. However, in such circumstances, Evolve may choose, in its sole discretion and as your sole remedy, to issue a travel credit of the amounts paid to Evolve as an act of goodwill. Any travel credits issued by Evolve will be subject to the terms set forth at issuance, including terms regarding expiration date and non-transferability. For purposes of clarification, inclement, unfavorable, or even severe weather is not considered a force majeure event under this provision and no refund or credit is due (or will be made) to you.

b) **CANCELLATIONS BY EVOLVE & SUBSTITUTION OF PROPERTY.** In the event that Evolve or your Host cancels your booking for reasons other than those described in the Force Majeure section above, you will be notified as quickly as possible. In such cases, Evolve, in its sole discretion, may provide the option to substitute a comparable property selected by Evolve or refund 100% of any amounts paid to Evolve. If you accept the substitute property, all rules, policies, terms and conditions specified

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

5/9

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

4/18/24, 2:18 PM

Rental Agreement

in the description section for the substituted property shall apply, even if they differ from your original reservation. Evolve highly recommends that you purchase Travel Insurance to protect against certain types of cancellations, among other risks. Other than providing a refund in its sole discretion, Evolve is not responsible or liable for cancellations or any costs associated with cancellations.

12. **INDEMNITY & HOLD HARMLESS.** You agree to indemnify and hold harmless your Host and Evolve, for any liabilities, claims, damages, injuries, costs or expenses whatsoever arising from or related to your use and/or occupancy of the Vacation Rental, including, but not limited to, any claim or liability for personal injury, damage, or loss of any kind resulting from your actions or omissions, and the actions or omissions of other occupants, during or relating to your stay.
13. **ASSUMPTION OF RISK.** You and anyone using the Vacation Rental during your stay accepts and assumes all risks involved in or related to the use of the Vacation Rental and surrounding property, the pool, hot tub, or any other body of water (including but not limited to a lake or an ocean at or adjacent to the Vacation Rental), any water-related activities, features on the property, activities participated in during your stay on or off the property, amenities provided at the property, or third-party transportation vendors, as applicable, whether or not disclosed in the listing. You understand that travelling and staying in a vacation rental property may increase the likelihood of contracting an infectious disease, such as COVID-19, and you voluntarily assume that risk. You further accept and assume all risks involved in or related to any recreational equipment of any kind, including but not limited to beach or pool equipment, golf cart, bicycles, docks, boats, paddleboards or other floating devices, game or sports equipment, as applicable. You are responsible for determining your fitness for participating in any features or activities during your stay and your ability to fully understand and comply with any directions, warnings, laws, or regulations presented. **TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU KNOWINGLY, VOLUNTARILY AND FREELY ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, OF THE ABOVE DESCRIBED ACTIVITIES, AND YOU ASSUME FULL RESPONSIBILITY FOR PARTICIPATION IN ANY SUCH ACTIVITIES.**

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

6/9

4/18/24, 2:18 PM

Rental Agreement

14. **ATTORNEY'S FEES & COSTS.** If Evolve or your Host employs the services of an attorney or attorneys to enforce any terms or conditions of this Agreement, you shall be liable to Evolve or your Host, as applicable, for reasonable attorney's fees and costs incurred.
15. **FALSIFIED BOOKINGS.** If your booking was made under false pretense, including, but not limited to, a falsified name, age or size of party, you will be subject to immediate cancellation of your reservation, removal from the property, and forfeiture of all amounts paid.
16. **LIMITED SHORT-TERM RENTAL.** It is expressly understood and agreed that this is a short-term, transient vacation rental and is not a lease or other long-term residential tenancy agreement, and that the Vacation Rental is not intended to be utilized as a primary residence. This Agreement is only for the licensed use of the Vacation Rental for the stated reservation dates. It creates no property rights in you and no rights to renewal or for recurring usage. If you hold over after the expiration of your reservation dates, your extended stay, if authorized, will be from day-to-day only and will not constitute a renewal or an extension for any further term. In such case, you will be liable for paying for the additional day(s) at a rate equal to two (2) times the nightly rate set for the property on the dates of your holdover, plus the actual costs of re-accommodating future tenants that were scheduled to use the Vacation Rental during such dates. You may not sublet the Vacation Rental or any part of it and shall not assign any interest (in whole or in part) to this Agreement or any rights hereunder.
17. **ARBITRATION & ARBITRATION AWARD.** If you have a dispute that arises from or relates to this Agreement or the Vacation Rental, and if the dispute cannot be settled through direct discussions, you agree to submit all unresolved disputes, controversies or claims to binding arbitration in Colorado administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, to be conducted in Denver, Colorado or virtually, if consented to by all parties. **ANY AWARD OF THE ARBITRATOR AGAINST EVOLVE CANNOT EXCEED THE TOTAL AMOUNT PAID FOR THE GUEST'S BOOKING AT ISSUE. YOU EXPRESSLY WAIVE ALL CLAIMS IN EXCESS OF, AND AGREE THAT YOUR RECOVERY SHALL NOT EXCEED, THIS AMOUNT.** Any such award shall be in satisfaction of all claims by you against Evolve or the Host. Judgment on any award rendered in such arbitration can be entered in and enforced by any court having jurisdiction.

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

7/9

MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

4/18/24, 2:18 PM

Rental Agreement

- 18. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL YOUR HOST, EVOLVE, OR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND/OR OWNERS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR STAY AT THE VACATION RENTAL. THIS LIMITATION APPLIES TO ALL CLAIMS FOR DAMAGES WHETHER BASED ON A THEORY OF WARRANTY, CONTRACT, TORT (INCLUDING ORDINARY NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER CAUSE OF ACTION, EVEN IF EVOLVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
- 19. **CLASS ACTION & JURY TRIAL WAIVER.** ANY AND ALL PROCEEDINGS TO RESOLVE CLAIMS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, THE PARTIES EACH WAIVE ANY RIGHT TO A JURY TRIAL.
- 20. **JURISDICTION & VENUE.** This Agreement is made in, and shall be governed solely by the laws of, the State of Colorado without regard to conflict of laws principles. If for any reason a claim proceeds in court rather than arbitration, such action may only be brought in the state or federal courts in Denver, Colorado, and each party hereby submits to the exclusive jurisdiction of those courts for the purposes of any such proceeding.
- 21. **GENERAL TERMS.** If any section, clause, paragraph, or term of the Rental Agreement is held or determined to be void, invalid, or unenforceable for any reason, all other terms, clauses, or paragraphs herein shall be severed and remain in force and effect. This Agreement shall be binding on and inure to the benefit of the parties hereto and on each of their heirs, executors, administrators, successors, and assignees. This Agreement or any rights hereunder may not be assigned (in whole or in part) by you. This Agreement is taken in full compliance with federal, state, and local Fair Housing Laws, without regard to race, color, religion, sex, country of origin, handicap, or familial status. This Agreement becomes binding upon receipt of your initial payment. Sending payment constitutes your acceptance and agreement to these terms, conditions, limitations, and restrictions.

EXHIBIT A – ADDITIONAL HOUSE RULES

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

6/9

4/18/24, 2:18 PM

Rental Agreement

FOR OWNERS

FOR GUESTS

COMPANY

HELP

© Evolve Vacation Rental. All Rights Reserved

[Sitemap](#)

[Terms of Use](#)

[Privacy Policy](#)

[Do Not Sell My Personal Information](#)

[Cookie Settings](#)

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

9/9

MINUTES OF MAY 23, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

POLICY DECLARATIONS

American Modern Property and Casualty Insurance Company

Dwelling Special

Policy Change



Premium Summary

Dwelling #1: 128 E SECOND ST LONG BEACH MS 39560-6144	\$5,172.00
Dwelling #2: 128 S BURKE AVE LONG BEACH MS 39560-6148	\$3,066.00
Policy Coverages	\$0.00
Additional Costs	\$0.00
Total Policy Premium	\$8,238.00

Policy Summary

Policy Number:
103-043-570

Policy Period:
09/02/2023 to 09/02/2024 12:01 A.M. Standard Time

Named Insured(s):
DONNA JONES
7533 JEANNETTE ST
NEW ORLEANS LA 70118-4047

Note: a minimum earned premium of \$100.00 applies to this policy.

Contracted Agency:

VANTAGE SELECT AGENCY INC - #302619
POST OFFICE BOX 6323
CINCINNATI OH 45201

Your Agent:

GULF SOUTH INSURANCE AGENCY INC - #084050
304 E RAILROAD ST
LONG BEACH MS 39560

Policy Discounts

Claims Free Discount
Association Discount
Auto/Home Discount

Dwelling Discounts

The following discounts apply to one or more dwellings on this policy.

- 128 E SECOND ST, LONG BEACH MS 39560-6144
Deadbolts, Smoke Alarm and Fire Extinguisher
Central Station Burglar Alarm
Local Smoke and/or Burglar Alarm
Central Station Fire & Smoke Alarm
- 128 S BURKE AVE, LONG BEACH MS 39560-6148
Central Station Fire & Smoke Alarm
Local Smoke and/or Burglar Alarm
Deadbolts, Smoke Alarm and Fire Extinguisher
Central Station Burglar Alarm

Additional Named Insureds and Designees

Name: BANKPLUS ISAOA/ATIMA	Address: PO BOX 692375, SAN ANTONIO TX 78269-2375
Relationship to Primary Named Insured: Other	Description of Interest: ADDITIONAL NAMED INSURED

Dwelling #1: 128 E SECOND ST, LONG BEACH MS 39560-6144

Occupancy: Seasonal	Residence Type: 1 Family Residence	Construction Type: Frame	Year Built: 1925	Protection Class Code: 5	Territory: 1
-------------------------------	----------------------------------------------	------------------------------------	----------------------------	------------------------------------	------------------------

Coverage Detail

Coverage	Limit / Description	Premium
Dwelling		\$4558.00
Limit	257,315	
Loss Settlement	Modified Functional Replacement Cost	
All Other Peril Deductible	1,000	

DW-CW-D-0001 (01-15)

Page 1 of 4

Transaction Effective Date: April 19, 2024

Dwelling Special Policy Declaration

American Modern Property and Casualty Insurance Company

Policy Period: 09/02/2023 - 09/02/2024

Policy Number: 103-043-570

Policy Type: Dwelling Special



Wind and Hail Deductible	5,000	
Other Structures	25,732	Included
Loss Settlement	Modified Functional Replacement Cost	
Personal Property	45,000	\$496.00
Loss Settlement	Replacement Cost	
Additional Living Expense/Fair Rental Value	25,732	Included
Water Damage	25,732	Included
Mold and Remediation - Property	5,000	Included
Premises Liability	500,000	\$118.00
Medical Payments	500 Per person/25,000 Per occurrence	Included
Property Manager Premises Liability Extension		Included
Vandalism or Malicious Mischief		Included
Deductible	500	
Fire Department Service Charge	500	Included
Mold Exclusion - Premises Liability		Included

This dwelling does not have coverage for the peril of flood.

This dwelling does not have coverage for the peril of earthquake.

Premium \$5,172.00

Dwelling #2: 128 S BURKE AVE, LONG BEACH MS 39560-6148

Occupancy: Seasonal	Residence Type: 1 Family Residence	Construction Type: Frame	Year Built: 1955	Protection Class Code: 5	Territory: 1
-------------------------------	----------------------------------------------	------------------------------------	----------------------------	------------------------------------	------------------------

Additional Interests

Description of Interest: Lienholder Loan/Contract Number:	Name: BANKPLUS ISAOA/ATIMA	Address: PO BOX 692375, SAN ANTONIO TX 78269-2375
------------------------------------------------------------------------	--------------------------------------	-------------------------------------------------------------

Coverage Detail

Coverage	Limit / Description	Premium
Dwelling		\$2948.00
Limit	150,000	
Loss Settlement	Modified Functional Replacement Cost	
All Other Peril Deductible	1,000	
Wind and Hail Deductible	5,000	
Other Structures	15,000	Included
Loss Settlement	Modified Functional Replacement Cost	
Additional Living Expense/Fair Rental Value	15,000	Included
Water Damage	15,000	Included

DW-CW-D-0001 (01-15)

Page 2 of 4

Transaction Effective Date: April 19, 2024

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Dwelling Special Policy Declaration

American Modern Property and Casualty Insurance Company
Policy Period: 09/02/2023 - 09/02/2024
Policy Number: 103-043-570 Policy Type: Dwelling Special



Mold and Remediation - Property	5,000	Included
Premises Liability	500,000	\$118.00
Medical Payments	500 Per person/25,000 Per occurrence	Included
Property Manager Premises Liability Extension		Included
Vandalism or Malicious Mischief		Included
Deductible	500	
Fire Department Service Charge	500	Included
Mold Exclusion - Premises Liability		Included

This dwelling does not have coverage for the peril of flood.

This dwelling does not have coverage for the peril of earthquake.

Premium **\$3,066.00**

Your Policy Documents

Your policy consists of this Policy Declaration and the documents in the following list. Please keep these together.
Policy Level Forms (Forms that apply to all Dwellings)

DW-CW-G-0001(01-15) - Condemnation Endorsement
IL-CW-G-0001(01-15) - Signature Endorsement
DS-MS-A-0001(03-19) - Special Provisions - Mississippi
IL-CW-G-0010(07-17) - Additional Policy Protection
DS-CW-P-0001(03-18) - Dwelling Property - Special Form
DW-CW-X-0004(05-17) - Criminal Acts Exclusion

Forms that apply to Dwelling #1: 128 E SECOND ST, LONG BEACH MS 39580-6144

DS-CW-C-0002(01-16) - Permitted Vacancy or Seasonal Usage Clause
DY-CW-C-0005(01-16) - Property Manager - Premises Liability
DS-CW-C-0010(01-15) - Additional Living Expense or Fair Rental Value
DY-CW-X-0003(01-15) - Premises Liability Swimming Pool Slide and Diving Board Exclusion
DY-CW-C-0001(01-16) - Premises Liability Endorsement
DY-CW-X-0002(01-15) - Premises Liability Fungi, Wet or Dry Rot, or Bacteria Exclusion
DS-CW-C-0006(01-15) - Personal Property Replacement Cost
IP-CW-C-0004(01-15) - Reinstatement of Limit
DS-CW-C-0005(01-16) - Modified Functional Replacement Cost Loss Settlement
DY-CW-X-0001(01-16) - Premises Liability Lead Paint Liability Exclusion
DW-CW-X-0005(01-17) - Roof Surfacing Cosmetic Damage Exclusion - Windstorm or Hail
DS-CW-G-0001(01-15) - Construction Cost Index
DS-CW-C-0003(06-17) - Water Damage Coverage

Forms that apply to Dwelling #2: 128 S BURKE AVE, LONG BEACH MS 39580-6148

DS-CW-C-0002(01-16) - Permitted Vacancy or Seasonal Usage Clause

DW-CW-D-0001 (01-15)

Page 3 of 4

Transaction Effective Date: April 19, 2024

Dwelling Special Policy Declaration

American Modern Property and Casualty Insurance Company
Policy Period: 09/02/2023 - 09/02/2024
Policy Number: 103-043-570 Policy Type: Dwelling Special



DY-CW-C-0005(01-16) - Property Manager - Premises Liability
DS-CW-C-0010(01-15) - Additional Living Expense or Fair Rental Value
DY-CW-X-0003(01-15) - Premises Liability Swimming Pool Slide and Diving Board Exclusion
DY-CW-C-0001(01-16) - Premises Liability Endorsement
DY-CW-X-0002(01-15) - Premises Liability Fungi, Wet or Dry Rot, or Bacteria Exclusion
IP-CW-C-0004(01-15) - Reinstatement of Limit
DS-CW-C-0005(01-16) - Modified Functional Replacement Cost Loss Settlement
DY-CW-X-0001(01-16) - Premises Liability Lead Paint Liability Exclusion
DW-CW-X-0005(01-17) - Roof Surfacing Cosmetic Damage Exclusion - Windstorm or Hail
DS-CW-G-0001(01-15) - Construction Cost Index
DS-CW-C-0003(06-17) - Water Damage Coverage

Policy Maintenance Information

It's easy to manage your policy online 24/7. You can make payments, file claims, view policy documents, and more. Go to amig.com to create an account or log in today!

**PLEASE REVIEW THE INFORMATION CONTAINED IN THIS POLICY.
IF ANY INFORMATION IS INCORRECT, PLEASE CONTACT:**

American Modern Property and Casualty Insurance Company
(800) 543-2644

Report a Claim: 1-800-375-2075

American Modern Insurance Group

Mailing address
PO Box 5323
Cincinnati, OH 45201-5323

Main Administrative Office
7000 Midland Blvd.
Amelia, OH 45102-2607

C. Willard

DW-CW-D-0001 (01-15)

Page 4 of 4

Transaction Effective Date: April 19, 2024

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

After considerable discussion, 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 128 B South Burke Avenue, Tax Parcel 0612B-03-014.001, submitted by Donna Marie Spahn Jones, DBA It's Mine, LLC (owner) and Troy Glass (property manager), as follows:

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

CITY OF LONG BEACH, MISSISSIPPI							
APPLICATION FOR SHORT-TERM RENTAL							
PHYSICAL ADDRESS: 201 JEFF DAVIS AVENUE LONG BEACH, MS 39560	PHONE: (228) 863-1554 FAX: (228) 863-1558	MAILING ADDRESS: POST OFFICE BOX 929 LONG BEACH, MS 39560					
PROPERTY INFORMATION:							
ADDRESS: <u>128 B S. Burke Ave, Long Beach, MS</u>		Tax Parcel # <u>002B-03-04.001</u>					
<small>(Location of Short-Term Rental)</small>							
OWNER'S INFORMATION:							
Property Owner's Name: <u>Donna Marie Spahn Jones dba Its Mine, LLC</u>							
Property Owner's Address: <u>128 E. 2nd St., Long Beach, MS</u>							
Property Owner's Mailing Address, if different from above:							
Property Owner's Phone No: <u>504-261-6832</u>	City	State					
Email Address: <u>donnasjones1@gmail.com</u>	Zip						
Is there a homeowner's association for the neighborhood? <u>No</u> If so, please provide written statement of support of short term rental?							
PROPERTY MANAGER INFORMATION:							
Property Manager's Name: <u>Troy Glass</u>							
Property Manager's Address: (Must be a local contact)							
<u>131 N. Seashore Ave, Long Beach, MS 39560</u>							
Property Manager's Phone No: <u>228-697-2293</u>	City	State					
Email Address: <u>troyglass228@gmail.com</u>	Zip						
PLEASE PROVIDE THE FOLLOWING:							
<ul style="list-style-type: none"> • Mississippi Sales Tax ID # <u>Evolve</u> • Recorded Warranty Deed <input checked="" type="checkbox"/> • Parking Rules & Plan <input checked="" type="checkbox"/> • Trash Management Plan <input checked="" type="checkbox"/> • Copy of Proposed Rental Agreement • Proof of Liability Insurance, which includes short term rental coverage <input checked="" type="checkbox"/> 							
ADDITIONAL INFORMATION:							
<ul style="list-style-type: none"> • Completed written statement of compliance. • FEES: \$250, nonrefundable application fee. \$500, yearly renewable fee. Checks should be made payable to the City of Long Beach. • LICENSE: A Privilege Tax License must be applied and paid for after approval. • INCOMPLETE APPLICATIONS will not be processed. 							
AFFIDAVIT							
I HEREBY CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT ALL INFORMATION CONTAINED HEREIN TRUE AND CORRECT; I ACKNOWLEDGE RECEIPT OF AND AGREE TO COMPLY WITH THE RULES & REGULATIONS OF SHORT-TERM RENTALS (Ordinance 660), ALL APPLICABLE CODES, ORDINANCES AND STATE LAWS. VIOLATION OF ANY CODES OR REGULATIONS SHALL RESULT IN THE SUSPENSION OR REVOCATION OF THE PERMIT.							
<u>Donna Marie Spahn Jones</u>		<u>04/20/2024</u>					
PRINT NAME	SIGNATURE	DATE					
BELOW IS FOR OFFICE USE ONLY							
Maximum Occupancy: <u>4</u>	Maximum Vehicles allowed: <u>2</u>	Number of bedrooms: <u>2</u>	Number of people home can accommodate: <u>4</u>				
I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES; AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.							
Building Official Signature:		Date: <u>5/7/24</u>					
Fire Inspector Signature: _____		Date: _____					
COMMENTS: _____							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Date Received: <u>4-30-24</u></td> </tr> <tr> <td style="padding: 2px;">Agenda Date: <u>5-23-24</u></td> </tr> <tr> <td style="padding: 2px;">Amount Due/Paid: <u>250.00</u></td> </tr> <tr> <td style="padding: 2px;">Payment Method: <u>1002</u></td> </tr> </table>				Date Received: <u>4-30-24</u>	Agenda Date: <u>5-23-24</u>	Amount Due/Paid: <u>250.00</u>	Payment Method: <u>1002</u>
Date Received: <u>4-30-24</u>							
Agenda Date: <u>5-23-24</u>							
Amount Due/Paid: <u>250.00</u>							
Payment Method: <u>1002</u>							

MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



I, Donna Marie Spain Jones aka Its Mine, LLC, owner of the property located at 128 B S. Burke Ave, Tax Parcel _____ affirm that I am in compliance with building codes, deed restrictions and/or covenants, and have paid all applicable taxes, fees and other charges. I acknowledge that a violation of the ordinances of the City of Long Beach shall result in the suspension or revocation of the permit.

[Signature]
signature

04/20/2024
date



Prepared by: Verina and Gattuso, L.L.C.
401 Weyer Street
P. O. Box 461
Groton, LA 70054
(504) 368-5223

Return To: Verina and Gattuso, L.L.C.
401 Weyer Street
P. O. Box 461
Groton, LA 70054
(504) 368-5223

INDEXING INSTRUCTION: A Parcel of Land situated in SECTION 13, T08, R12, HARRISON COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI
COUNTY OF HARRISON

WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand, paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned:

Grantor: Donna Spain Jones
Address: 7533 Jeannette Place
New Orleans, LA 70118
Phone: 504-261-3862

does hereby sell, convey, bargain and warrant to:

Grantee: It's Mine, LLC
Address: 7533 Jeannette Place
New Orleans, LA 70118
Phone: 504-261-3862

, the following described real property situated and located in the First Judicial District, Harrison County, Mississippi, more particularly and certainly described as follows:

Any and all interest, rights, and title, including full (100%) ownership, in and to the immovable property located at 128 B. Second Street, Long Beach, MS 39560, as more particularly described as follows, to-wit:

A parcel of land situated and being located in a part of LOTS 6 and 7, BLOCK 1, Original Long Beach, City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as: Beginning at the Southeast corner of said Lot 7, said Point of Beginning being the intersection of the Northerly margin of Second Street with the westerly margin of Burke Avenue; thence run from said point of beginning, Northerly 150 feet along the Westerly margin of Burke Avenue; thence run Westerly 150 feet and parallel with the Northerly margin of Second Street; thence run Southerly 150 feet and parallel with the Westerly margin of Burke Avenue to the Northerly margin of Second Street; thence run Easterly 150 feet along the Northerly margin of Second Street to the Westerly margin of Burke Avenue and the Point of Beginning.

Any and all interest, rights, and title, including full (100%) ownership, in and to the immovable property located at 128 S. Burke Street, Long Beach, MS 39560, as more particularly described as follows, to-wit:

A parcel of land situated and being located in a part of LOTS 6 and 7, BLOCK 1, Original Long Beach, City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as: Beginning at the Southeast corner of said Lot 7, said Point of Beginning being the intersection of the Northerly margin of Second Street with the westerly margin of Burke Avenue; thence run from said point of beginning, Northerly 150 feet along the Westerly margin of Burke Avenue; thence run Westerly 150 feet and parallel with the Northerly margin of Second Street; thence run Southerly 150 feet and parallel with the Westerly margin of Burke Avenue to the Northerly margin of Second Street; thence run Easterly 150 feet along the Northerly margin of Second Street to the Westerly margin of Burke Avenue and the Point of Beginning.

LESS AND EXCEPT

All that certain part of Lot 6, and Lot 7, Block 1, Original Town of Long Beach, City of Long Beach, County of Harrison, State of Mississippi, being more particularly described as follows: Commencing at a found 2" pipe at the Southwest corner of said Lot 7; thence North 68 degrees 34 minutes 05 seconds East 50.78 feet to a found 1" pipe and the point of Beginning; thence North 28 degrees 18 minutes 29 seconds West 117.63 feet to a fence line; thence along said fence; North 61 degrees 47 minutes East 6.66 feet to a fence corner; thence along a fence, South 25 degrees 04 minutes East 117.81 feet to a point of Beginning. Containing 392 square feet, more or less.

AND ALSO: All that certain part of Lot 6, Block 1, Original Town of Long Beach, City of Long Beach, County of Harrison, State of Mississippi, being more particularly described as follows: Commencing at a found 2" pipe at the Southwest corner of said Lot 7 of said Block 1; thence North 68 degrees 34 minutes 05 seconds East 50.78 feet to a found 1" pipe; thence North 28 degrees 18 minutes 29 seconds West 117.63 feet to a fence line and the Point of Beginning; thence along said fence, South 61 degrees 47 minutes West 6.04 feet to a fence corner; thence along a fence,

Printer
error



Printer
error



**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

North 29 degrees 52 minutes 27 seconds West 33.07 feet; thence North 68 degrees 52 minutes 07 seconds East 7.00 feet to a found 2" pipe; thence South 28 degrees 18 minutes 29 seconds East 32.10 feet to Point of Beginning. Containing 212 square feet, more or less.

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

This conveyance is made subject to any and all reservations, restrictions, easements, exceptions, covenants and conditions of record, including any mineral, oil or gas reservations and any covenants or restrictions of record.


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

The Grantors herein certify that the property hereinabove conveyed forms no part of the homestead of said Grantors.

It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and that 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 years taxes are specifically assumed by Grantees herein.

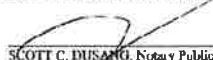
TOGETHER with all of the tenements, hereditaments and appurtenances with every privilege, right, title, interest and estate, reversion, remainder and easements thereto belonging or in any wise appertaining.

WITNESS MY SIGNATURE, this the 2 day of Feb., 2024.



DONNA SPAHN-JONES
STATE OF LOUISIANA
PARISH OF JEFFERSON

Personally came and appeared before me, the undersigned authority in and for the aforesaid County and State on this the 2 day of Feb., 2024, DONNA SPAHN-JONES, who acknowledged that she signed and delivered the foregoing instrument of writing on the day and year therein mentioned.


SCOTT C. DUSANOG, Notary Public
LA BAR NO. 4398
AT DEATH


WITNESS BY SIGNATURE, this the 2 day of Feb., 2024.

IT'S MINE, LLC, Louisiana Limited Liability Company

By: Donna Spahn-Jones

STATE OF LOUISIANA
PARISH OF JEFFERSON

Personally came and appeared before me, the undersigned authority in and for the aforesaid County and State on this the 2 day of Feb., 2024 within my jurisdiction, the within named Donna Spahn-Jones, who acknowledged that she is authorized signer of It's Mine, LLC, a Louisiana Limited Liability Company, and that for and on behalf of said Limited Liability Company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized to do so.


SCOTT C. DUSANOG, Notary Public
LA BAR NO. 4398
AT DEATH

**128B S. Burke Avenue
Long Beach, MS**

PARKING RULES & PLAN

The Cottage has two (2) designated parking spaces. No more than 2 vehicles are permitted during the rental.

Visitors must only use the two (2) designated parking places and may not utilize any additional parking unless authorized by the Management.

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
HOUSE RULES:**

THE COTTAGE

128 B S. Burke Street
Long Beach, MS

Property Manager: Troy Glass - 228-697-2293
Property Manager is available 24/7

Property Owner: Donna S. Jones 504-261-6832

Long Beach Police Dept: 228-863-7292
Long Beach Fire Dept: 228-863-7292

MAXIMUM CAPACITY: 4 PEOPLE

PARKING: 2 designated parking spaces --

LONG BEACH NOISE ORDINANCE - All tenants must comply with the local noise ordinance. We want you to enjoy your stay, however, please be respectful of the neighbors. **No music or loud outside noise is permitted after 10:00 p.m.**

NO PETS ARE ALLOWED ON PREMESIS - any violation will forfeit your deposit and subject to additional cleaning costs.

NO SMOKING IS PERMITTED IN THE RESIDENCE - violation will result in forfeiture of deposit and subject to additional cleaning costs.

FIRE EXTINGUISHER

Smoke detectors - this property is equipped with smoke detectors

CHECK IN/OUT

Check In - 3:00 pm

Check Out 11:00 am

Cleaning personnel will arrive promptly at 11:00 am on designated departure date. Failure to depart the premises by 11:00 am will result in a partial to full additional daily rate charge.

TRASH MANAGEMENT: Inside trash receptacles, including trash bags, will be provided along with a large covered and secured Trash receptacle outside the residence. At the time of departure, all trash must be placed in the outside receptacle. **REFRIGATOR MUST BE EMPTIED.** Property Management will inspect the residence after each departure.

The cleaning personnel will put the trash out to the designated collection location for pick up.

4/10/24, 2:10 PM

Rental Agreement

Rental Agreement

Please click here to view the Rental Agreement for bookings made between 12/18/19 and 12/6/20.

Please click here to view the Rental Agreement for bookings made before 12/18/19.

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

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

- **Any payments you make are non-refundable. Please read the cancellation policy carefully before booking and consider purchasing travel insurance (Section 2).**
- **Depending on certain circumstances and at Evolve's sole discretion and goodwill Evolve may issue you a future travel credit for use at properties within the Evolve network as your sole and exclusive remedy (which are subject to certain restrictions set forth at issuance including that travel credits are non-transferable and must be used 2 years from issuance).**
- **You are releasing Evolve and the homeowner from certain types of liability and agreeing to assume certain risks on behalf of yourself and each individual present during the stay (Sections 12 & 13); you are aware that**

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

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

4/18/24, 2:16 PM

Rental Agreement

traveling may increase your risk of contracting COVID-19.

- This Agreement requires claims to be resolved through Arbitration (Section 17).
- This Agreement contains a Jury Trial waiver and a Class action waiver (Section 19).

By clicking "Book Now" you are acknowledging and agreeing to each term included in this Rental Agreement, which specifically includes each of the above-described terms and conditions, as well as any applicable rules, policies, terms or conditions specific to your selected property:

1. **BOOKING TRANSACTION.** This Agreement is between Evolve Vacation Rental Network, Inc. ("Evolve") and the individual completing this booking transaction for the Vacation Rental ("you" or "Guest"). Evolve represents the owner of the Vacation Rental (your "Host"). Evolve provides the Vacation Rental subject to the terms of this Agreement. You agree that you will be present at the Vacation Rental for the entire duration of the reservation and that you will be responsible for the actions and behavior of each individual present at the Vacation Rental during your stay. This includes ensuring everyone in your party or otherwise present at the Vacation Rental (each an "occupant") is aware of and in compliance with the terms identified in this Agreement. If you are bringing a minor as an occupant, you acknowledge and agree that you are solely responsible for the supervision of that minor throughout the duration of your stay and agree to the terms of this Agreement on each minor's behalf.
2. **PAYMENT TERMS & CANCELLATION.** The total amount due, including the base rates, taxes, and fees are displayed on the checkout webpage for the Vacation Rental. A portion of your total payment may be due upon checkout, as indicated in the "amount to be charged now" line. The balance is due prior to arrival within the schedule indicated on the reservation webpage. Please review these amounts carefully. **You may cancel your booking at any time, however, all amounts that have been paid prior to your cancellation will be non-refundable unless specifically indicated otherwise at checkout.** Please review the specific cancellation and refund terms in the listing you are reserving prior to checkout as exceptions will not be made once your reservation is confirmed.
3. **HOUSE RULES & POLICIES.** The Vacation Rental may have specific rules and policies regarding pets, smoking/vaping, quiet hours, parking, pool and/or hot tub usage, and other local, HOA, or property regulations.

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

2/9

4/18/24, 2:18 PM

Rental Agreement

These rules are detailed in the description section of the Vacation Rental listing, in an Exhibit A attached hereto, or as otherwise delivered to you, and are incorporated into this Agreement. Please review these terms carefully, as violation(s) may result in additional fees or the immediate removal of you and other members of your party from the Vacation Rental without refund. Further, violation of any law or ordinance by any individual at the Vacation Rental during your reservation will result in the immediate removal of you and other members of your party from the Vacation Rental without refund.

4. **ARRIVAL DETAILS & CHECK-IN/CHECK-OUT.** Once your booking has been paid in full, you will receive contact information for the primary contact for your stay (your "Guest Contact"). Check-in and check-out times will be communicated to you prior to your arrival, unless otherwise set forth in the description of the Vacation Rental. Please confirm your expected arrival time with your Guest Contact. If you or any member of your group fails to vacate the Vacation Rental at the designated check-out time, you grant Evolve the right to charge the credit card number used to book the Vacation Rental for an additional night. Further, Evolve, the Host or the Guest Contact may initiate any and all proceedings necessary to remove you, your occupants, or your belongings from the Vacation Rental.
5. **DAMAGE.** In lieu of a security deposit Evolve charges a fee for an accidental rental damage waiver. This fee and the related terms, conditions, and waiver amounts are set forth on the Vacation Rental detail webpage and the checkout webpage and are incorporated into this Agreement. Any damage to the Vacation Rental must be reported to Evolve and the Guest Contact before check-out. You agree damage not covered by, or exceeding the limit of, the accidental rental damage waiver is your full responsibility. This may include damage or loss occurring during your stay, violations of house rules or policies, additional cleaning fees, and/or any fines or other costs incurred by the behavior of you or any other occupant during your stay in violation of laws or other regulations. You grant Evolve the right to charge the credit card number used to book the Vacation Rental for any such damages, including, but not limited to, additional cleaning fees. To ensure that the proper party is held responsible, please notify your Guest Contact of any damage found at check-in.
6. **FEES & ADDITIONAL SERVICES.** All mandatory and optional booking-related fees will be disclosed in the Vacation Rental listing. If you fail to select any option(s) that incur additional fees applicable to your stay (e.g., pet

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

3/9

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

4/18/24, 2:16 PM

Rental Agreement

fees, pool heating fees, etc.) and if it is later discovered that you should have paid for such option(s), you grant Evolve the right to charge the credit card number used to book the Vacation Rental for the associated additional fees.

7. MAXIMUM OCCUPANCY.

a) The maximum number of people that may occupy the Vacation Rental is indicated in the listing description. For clarification, this number applies to all overnight guests, day visitors and children. Unless otherwise approved by Evolve in writing, occupancy over the indicated capacity may result in the immediate removal of you and other members of your party from the Vacation Rental and forfeiture of all amounts paid.

b) Parties and large gatherings are not permitted at the Vacation Rental under any circumstances. Conduct of unauthorized parties or gatherings may result in your removal from the property without refund and Evolve may contact local law enforcement when appropriate. You agree to respect the Vacation Rental, neighbors, the surrounding community and to follow all applicable laws, regulations, ordinances and rules, including noise ordinances. You agree to conduct yourself in a manner that does not disrupt neighbors or community members.

8. CONDITION OF THE PROPERTY. Your Host cares very much about their Vacation Rental and strives to keep it in excellent shape. If you notice any problems, hazardous conditions, house-keeping issues, or maintenance issues, please notify your Guest Contact immediately. If the Vacation Rental is not in the condition represented in the rental listing, Evolve may, in its sole discretion, offer an abatement; provided, however, that in no event will such an abatement exceed the amount you paid for the reservation. You hereby acknowledge that if the Vacation Rental has access to shared amenities, the repair and maintenance of such shared amenities is not within Evolve's or Host's responsibility or control.

9. HOST ACCESS. You agree to allow your Host, Guest Contact, and/or their agents reasonable access to the Vacation Rental during your stay if requested. Such access may be necessary to resolve maintenance related issues.

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

4/9

4/18/24, 2:16 PM

Rental Agreement

you report. In the event of an emergency, the Vacation Rental may be accessed without prior notice or permission.

10. CLEANLINESS. You are expected to treat the Vacation Rental with respect, keeping in mind that this is an individual's home, not a hotel room. You are expected to leave the Vacation Rental in a clean, neat, and orderly condition and respect the Host's requests regarding check-out procedures.

11. CANCELLATIONS/UNFORESEEN CIRCUMSTANCES.

a) **UNFORESEEN CIRCUMSTANCES/FORCE MAJEURE.** All funds paid to Evolve are non-refundable unless stated otherwise (Section 2) and no refunds will be due in the event your stay at the Vacation Rental becomes impossible for a reason outside Evolve's or Host's control, including natural disasters, fire, epidemic, pandemic, federal, state, or local quarantine, civil commotion, changes in laws or regulations, evacuation orders, or other acts of government agencies. However, in such circumstances, Evolve may choose, in its sole discretion and as your sole remedy, to issue a travel credit of the amounts paid to Evolve as an act of goodwill. Any travel credits issued by Evolve will be subject to the terms set forth at issuance, including terms regarding expiration date and non-transferability. For purposes of clarification, inclement, unfavorable, or even severe weather is not considered a force majeure event under this provision and no refund or credit is due (or will be made) to you.

b) **CANCELLATIONS BY EVOLVE & SUBSTITUTION OF PROPERTY.** In the event that Evolve or your Host cancels your booking for reasons other than those described in the Force Majeure section above, you will be notified as quickly as possible. In such cases, Evolve, in its sole discretion, may provide the option to substitute a comparable property selected by Evolve or refund 100% of any amounts paid to Evolve. If you accept the substitute property, all rules, policies, terms and conditions specified

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

5/9

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

4/18/24, 2:18 PM

Rental Agreement

in the description section for the substituted property shall apply, even if they differ from your original reservation. Evolve highly recommends that you purchase Travel Insurance to protect against certain types of cancellations, among other risks. Other than providing a refund in its sole discretion, Evolve is not responsible or liable for cancellations or any costs associated with cancellations.

12. **INDEMNITY & HOLD HARMLESS** You agree to indemnify and hold harmless your Host and Evolve, for any liabilities, claims, damages, injuries, costs or expenses whatsoever arising from or related to your use and/or occupancy of the Vacation Rental, including, but not limited to, any claim or liability for personal injury, damage, or loss of any kind resulting from your actions or omissions, and the actions or omissions of other occupants, during or relating to your stay.
13. **ASSUMPTION OF RISK** You and anyone using the Vacation Rental during your stay accepts and assumes all risks involved in or related to the use of the Vacation Rental and surrounding property, the pool, hot tub, or any other body of water (including but not limited to a lake or an ocean at or adjacent to the Vacation Rental), any water-related activities, features on the property, activities participated in during your stay on or off the property, amenities provided at the property, or third party transportation vendors, as applicable, whether or not disclosed in the listing. You understand that traveling and staying in a vacation rental property may increase the likelihood of contracting an infectious disease, such as COVID 19, and you voluntarily assume that risk. You further accept and assume all risks involved in or related to any recreational equipment of any kind, including but not limited to beach or pool equipment, golf cart, bicycles, docks, boats, paddleboards or other floating devices, game or sports equipment, as applicable. You are responsible for determining your fitness for participating in any features or activities during your stay and your ability to fully understand and comply with any directions, warnings, laws, or regulations presented. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU KNOWINGLY, VOLUNTARILY AND FREELY ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, OF THE ABOVE DESCRIBED ACTIVITIES, AND YOU ASSUME FULL RESPONSIBILITY FOR PARTICIPATION IN ANY SUCH ACTIVITIES.

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

6/1

4/18/24, 2:16 PM

Rental Agreement

14. **ATTORNEY'S FEES & COSTS** If Evolve or your Host employs the services of an attorney or attorneys to enforce any terms or conditions of this Agreement, you shall be liable to Evolve or your Host, as applicable, for reasonable attorney's fees and costs incurred.
15. **FALSIFIED BOOKINGS** If your booking was made under false pretense, including, but not limited to, a falsified name, age or size of party, you will be subject to immediate cancellation of your reservation, removal from the property, and forfeiture of all amounts paid.
16. **LIMITED SHORT-TERM RENTAL** It is expressly understood and agreed that this is a short-term, transient vacation rental and is not a lease or other long-term residential tenancy agreement, and that the Vacation Rental is not intended to be utilized as a primary residence. This Agreement is only for the licensed use of the Vacation Rental for the stated reservation dates. It creates no property rights in you and no rights to renewal or for recurring usage. If you hold over after the expiration of your reservation dates, your extended stay, if authorized, will be from day-to-day only and will not constitute a renewal or an extension for any further term. In such case, you will be liable for paying for the additional day(s) at a rate equal to two (2) times the nightly rate set for the property on the dates of your holdover, plus the actual costs of re-accommodating future tenants that were scheduled to use the Vacation Rental during such dates. You may not sublet the Vacation Rental or any part of it and shall not assign any interest (in whole or in part) to this Agreement or any rights hereunder.
17. **ARBITRATION & ARBITRATION AWARD** If you have a dispute that arises from or relates to this Agreement or the Vacation Rental, and if the dispute cannot be settled through direct discussions, you agree to submit all unresolved disputes, controversies or claims to binding arbitration in Colorado administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, to be conducted in Denver, Colorado or virtually, if consented to by all parties. **ANY AWARD OF THE ARBITRATOR AGAINST EVOLVE CANNOT EXCEED THE TOTAL AMOUNT PAID FOR THE GUEST'S BOOKING AT ISSUE. YOU EXPRESSLY WAIVE ALL CLAIMS IN EXCESS OF, AND AGREE THAT YOUR RECOVERY SHALL NOT EXCEED, THIS AMOUNT.** Any such award shall be in satisfaction of all claims by you against Evolve or the Host. Judgment on any award rendered in such arbitration can be entered in and enforced by any court having jurisdiction.

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

7/8

MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

4/17/24, 2:18 PM

Rental Agreement

- 18. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL YOUR HOST, EVOLVE, OR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND/OR OWNERS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR STAY AT THE VACATION RENTAL. THIS LIMITATION APPLIES TO ALL CLAIMS FOR DAMAGES WHETHER BASED ON A THEORY OF WARRANTY, CONTRACT, TORT (INCLUDING ORDINARY NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER CAUSE OF ACTION, EVEN IF EVOLVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
- 19. **CLASS ACTION & JURY TRIAL WAIVER.** ANY AND ALL PROCEEDINGS TO RESOLVE CLAIMS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, THE PARTIES EACH WAIVE ANY RIGHT TO A JURY TRIAL.
- 20. **JURISDICTION & VENUE.** This Agreement is made in, and shall be governed solely by the laws of, the State of Colorado without regard to conflict of laws principles. If for any reason a claim proceeds in court rather than arbitration, such action may only be brought in the state or federal courts in Denver, Colorado, and each party hereby submits to the exclusive jurisdiction of those courts for the purposes of any such proceeding.
- 21. **GENERAL TERMS.** If any section, clause, paragraph, or term of the Rental Agreement is held or determined to be void, invalid, or unenforceable for any reason, all other terms, clauses, or paragraphs herein shall be severed and remain in force and effect. This Agreement shall be binding on and inure to the benefit of the parties hereto and on each of their heirs, executors, administrators, successors, and assignees. This Agreement or any rights hereunder may not be assigned (in whole or in part) by you. This Agreement is taken in full compliance with federal, state, and local Fair Housing Laws, without regard to race, color, religion, sex, country of origin, handicap, or familial status. This Agreement becomes binding upon receipt of your initial payment. Sending payment constitutes your acceptance and agreement to these terms, conditions, limitations, and restrictions.

EXHIBIT A – ADDITIONAL HOUSE RULES

https://evolve.com/rental-agreement

89

4/17/24, 2:18 PM

Rental Agreement

FOR OWNERS:

FOR GUESTS:

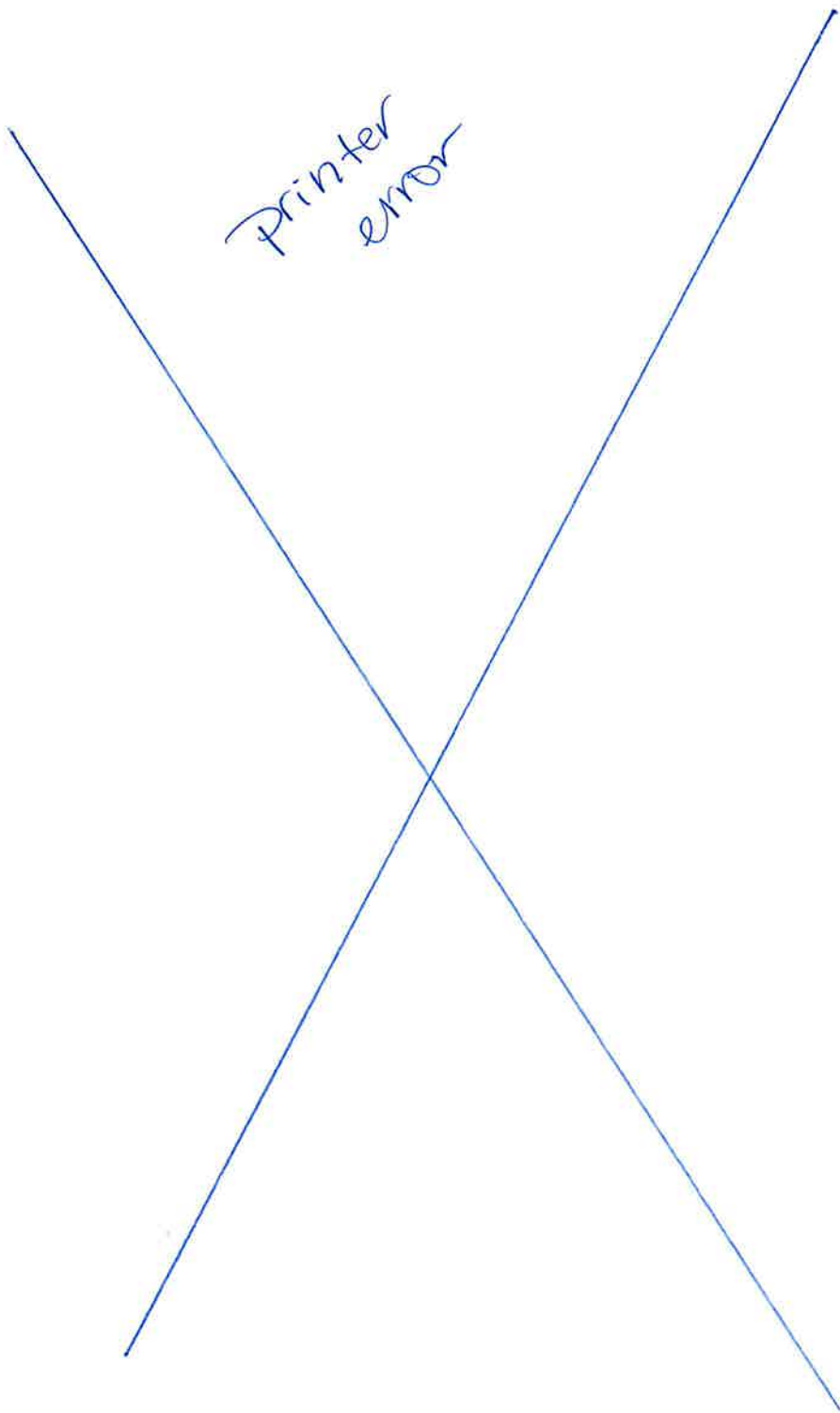
FOR RENTALS:

HELP

https://evolve.com/rental-agreement

90

Printer
error



Printer
error



MINUTES OF MAY 23, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

POLICY DECLARATIONS

American Modern Property and Casualty Insurance Company
Dwelling Special
Policy Change



Premium Summary

Dwelling #1: 128 E SECOND ST LONG BEACH MS 39560-6144	\$5,172.00
Dwelling #2: 128 S BURKE AVE LONG BEACH MS 39560-6148	\$3,066.00
Policy Coverages	\$0.00
Additional Costs	\$0.00
Total Policy Premium	\$8,238.00

Note: a minimum earned premium of \$100.00 applies to this policy.

Policy Summary

Policy Number:
103-043-570
Policy Period:
09/02/2023 to 09/02/2024 12:01 A.M. Standard Time
Named Insured(s):
DONNA JONES
7533 JEANNETTE ST
NEW ORLEANS LA 70118-4047

Policy Discounts

Claims Free Discount
Association Discount
Auto/Home Discount

Contracted Agency:
IVANTAGE SELECT AGENCY INC - #302619
POST OFFICE BOX 5323
CINCINNATI OH 45201

Your Agent:
GULF SOUTH INSURANCE AGENCY INC - #084050
304 E RAILROAD ST
LONG BEACH MS 39560

Dwelling Discounts

The following discounts apply to one or more dwellings on this policy.

- 128 E SECOND ST, LONG BEACH MS 39560-6144
 - Deadbolts, Smoke Alarm and Fire Extinguisher
 - Central Station Burglar Alarm
 - Local Smoke and/or Burglar Alarm
 - Central Station Fire & Smoke Alarm
- 128 S BURKE AVE, LONG BEACH MS 39560-6148
 - Central Station Fire & Smoke Alarm
 - Local Smoke and/or Burglar Alarm
 - Deadbolts, Smoke Alarm and Fire Extinguisher
 - Central Station Burglar Alarm

Additional Named Insureds and Designees

Name: BANKPLUS ISAOA/ATIMA	Address: PO BOX 692375, SAN ANTONIO TX 78269-2375
Relationship to Primary Named Insured: Other	Description of Interest: ADDITIONAL NAMED INSURED

Dwelling #1: 128 E SECOND ST, LONG BEACH MS 39560-6144

Occupancy: Seasonal	Residence Type: 1 Family Residence	Construction Type: Frame	Year Built: 1925	Protection Class Code: 5	Territory: 1
-------------------------------	----------------------------------------------	------------------------------------	----------------------------	------------------------------------	------------------------

Coverage Detail

Coverage	Limit / Description	Premium
Dwelling		\$4558.00
Limit	257,315	
Loss Settlement	Modified Functional Replacement Cost	
All Other Peril Deductible	1,000	

Dwelling Special Policy Declaration

American Modern Property and Casualty Insurance Company
Policy Period: 09/02/2023 - 09/02/2024
Policy Number: 103-043-570 Policy Type: Dwelling Special



Wind and Hall Deductible	5,000	
Other Structures	25,732	Included
Loss Settlement	Modified Functional Replacement Cost	
Personal Property	45,000	\$496.00
Loss Settlement	Replacement Cost	
Additional Living Expense/Fair Rental Value	25,732	Included
Water Damage	25,732	Included
Mold and Remediation - Property	5,000	Included
Premises Liability	500,000	\$118.00
Medical Payments	500 Per person/25,000 Per occurrence	Included
Property Manager Premises Liability Extension		Included
Vandalism or Malicious Mischief		Included
Deductible	500	
Fire Department Service Charge	500	Included
Mold Exclusion - Premises Liability		Included

This dwelling does not have coverage for the peril of flood.

This dwelling does not have coverage for the peril of earthquake.

Premium \$5,172.00

Dwelling #2: 128 S BURKE AVE, LONG BEACH MS 39560-6148

Occupancy: Seasonal	Residence Type: 1 Family Residence	Construction Type: Frame	Year Built: 1955	Protection Class Code: 5	Territory: 1
-------------------------------	----------------------------------------------	------------------------------------	----------------------------	------------------------------------	------------------------

Additional Interests

Description of Interest: Lender	Name: BANKPLUS ISAOA/ATIMA	Address: PO BOX 692375, SAN ANTONIO TX 78269-2375
Loan/Contract Number:		

Coverage Detail

Coverage	Limit / Description	Premium
Dwelling		\$2948.00
Limit	150,000	
Loss Settlement	Modified Functional Replacement Cost	
All Other Peril Deductible	1,000	
Wind and Hall Deductible	5,000	
Other Structures	15,000	Included
Loss Settlement	Modified Functional Replacement Cost	
Additional Living Expense/Fair Rental Value	15,000	Included
Water Damage	15,000	Included

MINUTES OF MAY 23, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Dwelling Special Policy Declaration

American Modern Property and Casualty Insurance Company
Policy Period: 09/02/2023 - 09/02/2024
Policy Number: 103-043-570 Policy Type: Dwelling Special



Mold and Remediation - Property	5,000	Included
Premises Liability	500,000	\$118.00
Medical Payments	500 Per person/25,000 Per occurrence	Included
Property Manager Premises Liability Extension		Included
Vandalism or Malicious Mischief		Included
Deductible	500	
Fire Department Service Charge	500	Included
Mold Exclusion - Premises Liability		Included

Important Information
This dwelling does not have coverage for the peril of flood.

This dwelling does not have coverage for the peril of earthquake.

Premium \$3,068.00

Your Policy Documents

Your policy consists of this Policy Declaration and the documents in the following list. Please keep these together.
Policy Level Forms (Forms that apply to all Dwelling)

- DW-CW-G-0001(01-15) - Condemnation Endorsement
- IL-CW-G-0001(01-15) - Signature Endorsement
- DS-MS-A-0001(03-19) - Special Provisions - Mississippi
- IL-CW-G-0010(07-17) - Additional Policy Protection
- DS-CW-P-0001(03-18) - Dwelling Property - Special Form
- DW-CW-X-0004(05-17) - Criminal Acts Exclusion

Forms that apply to Dwelling #1: 128 E SECOND ST, LONG BEACH MS 39560-8144

- DS-CW-C-0002(01-16) - Permitted Vacancy or Seasonal Usage Clause
- DY-CW-C-0005(01-16) - Property Manager - Premises Liability
- DS-CW-C-0010(01-15) - Additional Living Expense or Fair Rental Value
- DY-CW-X-0003(01-15) - Premises Liability Swimming Pool Slide and Diving Board Exclusion
- DY-CW-C-0001(01-16) - Premises Liability Endorsement
- DY-CW-X-0002(01-15) - Premises Liability Fungi, Wet or Dry Rot, or Bacteria Exclusion
- DS-CW-C-0008(01-15) - Personal Property Replacement Cost
- IP-CW-C-0004(01-15) - Reinstatement of Limit
- DS-CW-C-0005(01-16) - Modified Functional Replacement Cost Loss Settlement
- DY-CW-X-0001(01-16) - Premises Liability Lead Paint Liability Exclusion
- DW-CW-X-0005(01-17) - Roof Surfacing Cosmetic Damage Exclusion - Windstorm or Hail
- DS-CW-G-0001(01-15) - Construction Cost Index
- DS-CW-C-0003(06-17) - Water Damage Coverage

Forms that apply to Dwelling #2: 128 S BURKE AVE, LONG BEACH MS 39560-8148

- DS-CW-C-0002(01-16) - Permitted Vacancy or Seasonal Usage Clause

Dwelling Special Policy Declaration

American Modern Property and Casualty Insurance Company
Policy Period: 09/02/2023 - 09/02/2024
Policy Number: 103-043-570 Policy Type: Dwelling Special



- DY-CW-C-0005(01-16) - Property Manager - Premises Liability
- DS-CW-C-0010(01-15) - Additional Living Expense or Fair Rental Value
- DY-CW-X-0003(01-15) - Premises Liability Swimming Pool Slide and Diving Board Exclusion
- DY-CW-C-0001(01-16) - Premises Liability Endorsement
- DY-CW-X-0002(01-15) - Premises Liability Fungi, Wet or Dry Rot, or Bacteria Exclusion
- IP-CW-C-0004(01-15) - Reinstatement of Limit
- DS-CW-C-0005(01-16) - Modified Functional Replacement Cost Loss Settlement
- DY-CW-X-0001(01-16) - Premises Liability Lead Paint Liability Exclusion
- DW-CW-X-0005(01-17) - Roof Surfacing Cosmetic Damage Exclusion - Windstorm or Hail
- DS-CW-G-0001(01-15) - Construction Cost Index
- DS-CW-C-0003(06-17) - Water Damage Coverage

Policy Maintenance Information

It's easy to manage your policy online 24/7. You can make payments, file claims, view policy documents, and more. Go to amig.com to create an account or log in today!

**PLEASE REVIEW THE INFORMATION CONTAINED IN THIS POLICY.
IF ANY INFORMATION IS INCORRECT, PLEASE CONTACT:**

American Modern Property and Casualty Insurance Company
(800) 543-2644

Report a Claim: 1-800-375-2075

American Modern Insurance Group

Mailing address
PO Box 5323
Cincinnati, OH 45201-5323

Main Administrative Office
7000 Midland Blvd.
Amelia, OH 45102-2607

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

After considerable discussion, Commissioner Suthoff made motion, seconded by Commissioner Glenn, 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 128 East 2nd Street, Tax Parcel 0612B-03-014.000, submitted by Donna Marie Spahn Jones, DBA It's Mine, LLC (owner) and Troy Glass (property manager), as follows:

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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

PROPERTY INFORMATION:
 ADDRESS: 128 E. 2nd St, Long Beach, Ms Tax Parcel 0028-03014.00
(Location of Short-Term Rental)

OWNER'S INFORMATION:
 Property Owner's Name: Donna Marie Spahn Jones dba Its Mine, LLC
 Property Owner's Address: 128 E. 2nd St., Long Beach, MS
 Property Owner's Mailing Address, if different from above:

Property Owner's Phone No: 504-261-6832 City _____ State _____ Zip _____
 Email Address: donnasjones1@gmail.com

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

PROPERTY MANAGER INFORMATION:
 Property Manager's Name: Troy Glass
 Property Manager's Address: (Must be a local contact)
137 N. Seashore Ave, Long Beach, MS 39560
 City _____ State _____ Zip _____
 Property Manager's Phone No.: 228-697-2293 Email Address: troyglass228@gmail.com

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

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

AFFIDAVIT

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

Donna Marie Spahn Jones [Signature] 04-20-2024
 PRINT NAME SIGNATURE DATE

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

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

Building Official Signature: [Signature] Date: 5/7/24
 Fire Inspector Signature: _____ Date: _____

COMMENTS: _____

Date Received: <u>4-30-24</u>
Agenda Date: <u>5-23-24</u>
Amount Due/Paid: <u>250.00</u>
Payment Method: <u>102</u>

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



Donna Marie Spahn Jones dba
I *Its Mine, LLC*, owner of the property located at
128 E. 2nd St., Tax Parcel _____
affirm that I am in compliance with building codes, deed restrictions
and/or covenants, and have paid all applicable taxes, fees and other
charges. I acknowledge that a violation of the ordinances of the City of
Long Beach shall result in the suspension or revocation of the permit.


signature

date

Date

City of Long Beach Mississippi
201 Jeff David Avenue
Long Beach, MS 39560

RE: 128 2nd Street
Long Beach, MS

City of Long Beach,

Please accept this correspondence as affirmation that I, Donna Spahn Jones dba/ Its Mine LLC, that the property located at 128 2nd Street is in compliance with all applicable zoning requirements, building codes, deed restrictions and/or covenants, and all applicable taxes, fees and other charges have been paid.

I further acknowledge that a violation of the ordinances of the City of Long Beach shall result in the suspension or revocation of the permit for this property.

Sincerely,

Donna Spahn Jones

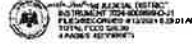
**128 E. 2nd Street
Long Beach, MS**

PARKING RULES & PLAN

The Villa has three (3) designated parking spaces. No more than 3 vehicles are permitted.

Visitors must only use the three (3) designated parking places and may not utilize any additional parking unless authorized by the Management.

MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



Prepared By:
Vezina and Gattuso, L.L.C.
401 Weyer Street
P. O. Box 461
Gretna, LA 70054
(504) 368-5223

Return To:
Vezina and Gattuso, L.L.C.
401 Weyer Street
P. O. Box 461
Gretna, LA 70054
(504) 368-5223

INDEXING INSTRUCTION: A Parcel of Land situated in SECTION 13, T104, R12, HARRISON COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI
COUNTY OF HARRISON

WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand, paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned:

Grantor: Donna Spain-Jones
Address: 7533 Jemmette Place
New Orleans, LA 70118
Phone: 504-261-3862

does hereby sell, convey, bargain and warrant to:

Grantee: H's Place, LLC
Address: 7533 Jemmette Place
New Orleans, LA 70118
Phone: 504-261-3863

The following described real property situated and located in the First Judicial District, Harrison County, Mississippi, more particularly and certainly described as follows:

Any and all interest, rights, and title, including full (100%) ownership, in and to the immovable property located at 128 E. Second Street, Long Beach, MS 39560, as more particularly described as follows, to-wit:

A parcel of land situated and being located in a part of LOTS 6 and 7, BLOCK 1, Original Long Beach, City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as: Beginning at the Southeast corner of said Lot 7, said Point of Beginning being the intersection of the Northernly margin of Second Street with the westerly margin of Burke Avenue; thence run from said point of beginning, Northernly 150 feet along the Westerly margin of Burke Avenue; thence run Westerly 150 feet and parallel with the Northernly margin of Second Street; thence run Southernly 150 feet and parallel with the Westerly margin of Burke Avenue to the Northernly margin of Second Street; thence run Easterly 150 feet along the Northernly margin of Second Street to the Westerly margin of Burke Avenue and the Point of Beginning.

Any and all interest, rights, and title, including full (100%) ownership, in and to the immovable property located at 128 S. Burke Street, Long Beach, MS 39560, as more particularly described as follows, to-wit:

A parcel of land situated and being located in a part of LOTS 6 and 7, BLOCK 1, Original Long Beach, City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as: Beginning at the Southeast corner of said Lot 7, said Point of Beginning being the intersection of the Northernly margin of Second Street with the westerly margin of Burke Avenue; thence run from said point of beginning, Northernly 150 feet along the Westerly margin of Burke Avenue; thence run Westerly 150 feet and parallel with the Northernly margin of Second Street; thence run Southernly 150 feet and parallel with the Westerly margin of Burke Avenue to the Northernly margin of Second Street; thence run Easterly 150 feet along the Northernly margin of Second Street to the Westerly margin of Burke Avenue and the Point of Beginning.

LESS AND EXCEPT

All the certain part of Lot 6, and Lot 7, Block 1, Original Town of Long Beach, City of Long Beach, County of Harrison, State of Mississippi, being more particularly described as follows: Commencing at a found 2" pipe at the Southwest corner of said Lot 7; thence North 68 degrees 34 minutes 05 seconds East 50.78 feet to a found 1" pipe and the point of Beginning; thence North 28 degrees 18 minutes 29 seconds West 117.63 feet to a fence line; thence along said fence; North 61 degrees 47 minutes East 6.66 feet to a fence corner; thence along a fence, South 25 degrees 04 minutes East 117.81 feet to a point of Beginning. Containing 392 square feet, more or less.

AND ALSO: All that certain part of Lot 6, Block 1, Original Town of Long Beach, City of Long Beach, County of Harrison, State of Mississippi, being more particularly described as follows: Commencing at a found 2" pipe at the Southwest corner of said Lot 7 of said Block 1; thence North 68 degrees 34 minutes 05 seconds East 50.78 feet to a found 1" pipe; thence North 28 degrees 18 minutes 29 seconds West 117.63 feet to a fence line and the Point of Beginning; thence along said fence, South 61 degrees 47 minutes West 6.04 feet to a fence corner; thence along a fence,

North 29 degrees 51 minutes 27 seconds West 23.07 feet; thence North 66 degrees 52 minutes 07 seconds East 7.09 feet to a found 2" pipe; thence South 28 degrees 18 minutes 29 seconds East 32.20 feet to Point of Beginning. Containing 212 square feet, more or less.

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

This conveyance is made subject to any and all reservations, mortgages, encumbrances, exceptions, covenants and conditions of record, including any mineral, oil or gas reservations and any covenants or restrictions of record.

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

The Grantees herein certify that the property hereinabove conveyed forms no part of the homestead of said Grantor.

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

TOGETHER with all of the covenants, hereditaments and appurtenances with every privilege, right, title, interest and estate, reversion, remainder and easements thereto belonging or in any wise appertaining.

WITNESS MY SIGNATURE, this 20 day of Feb., 2024.

DONNA SPAIN-JONES

STATE OF LOUISIANA
PARISH OF JEFFERSON

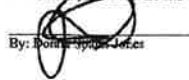
Personally came and appeared before me, the undersigned authority in and for the aforesaid County and State on this 20 day of Feb., 2024, DONNA SPAIN-JONES, who acknowledged that she signed and delivered the foregoing instrument of writing on the day and year therein mentioned.

SCOTT C. BRASWELL, Notary Public
LA BARNOU, 2024
AT 01:11:11

MINUTES OF MAY 23, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

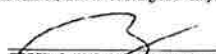
WITNESS BY SIGNATURE, this the 2 day of Feb, 2024.

IT'S MINE, LLC - Louisiana Limited Liability Company

By:  Donna Spahn Jones

STATE OF LOUISIANA
PARISH OF JEFFERSON

Personally came and appeared before me, the undersigned authority in and for the aforesaid County and State on this the 2 day of Feb, 2024, within my jurisdiction, the within named Donna Spahn Jones, who acknowledged that she is authorized signa of It's Mine, LLC, a Louisiana Limited Liability Company, and that for and on behalf of said Limited Liability Company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized to do so.


SCOTT C. DUSANG, Notary Public
LA BARNO, 24598
AT DEATH

HOUSE RULES:

THE VILLA

128 2nd Street
Long Beach, MS

Property Manager: Troy Glass - 228-697-2293
Property Manager is available: 24/7

Property Owner: Donna S. Jones 504-261-6832

Long Beach Police Dept: 228-863-7292
Long Beach Fire Dept: 228-863-7292

MAXIMUM CAPACITY: 8 PEOPLE

PARKING: 3 parking spaces - marked

LONG BEACH NOISE ORDINANCE - All tenants must comply with the local noise ordinance. We want you to enjoy your stay, however, please be respectful of the neighbors. **No music or loud outside noise is permitted after 10:00 p.m.**

NO PETS ARE ALLOWED ON PREMESIS - any violation will forfeit your deposit and subject to additional cleaning costs.

NO SMOKING IS PERMITTED IN THE RESIDENCE - violation will result in forfeiture of deposit and subject to additional cleaning costs.

FIRE EXTINGUISHER -

Smoke detectors - this property is equipped with smoke detectors

CHECK IN/OUT

Check In - 3:00 pm
Check Out - 11:00 am

Cleaning personnel will arrive promptly at 11:00 am on the designated departure date. Failure to depart the premises by 11:00 am will result in a partial to full additional daily rate charge.

TRASH MANAGEMENT Inside trash receptacles, including trash bags, will be provided along with a large covered and secured trash receptacle outside the residence. At the time of departure, all trash must be placed in the outside receptacle. **REFRIGATOR MUST BE EMPTIED.** Property Management will inspect the residence after each departure.

The cleaning personnel will put the trash out to the designated collection location for pick up.

4/18/24, 2:10 PM

Rental Agreement

Rental Agreement

Please click here to view the Rental Agreement for bookings made between 12/16/19 and 12/6/20.

Please click here to view the Rental Agreement for bookings made before 12/8/19.

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

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

- Any payments you make are non-refundable. Please read the cancellation policy carefully before booking and consider purchasing travel insurance (Section 2).
- Depending on certain circumstances and at Evolve's sole discretion and goodwill Evolve may issue you a future travel credit for use at properties within the Evolve network as your sole and exclusive remedy (which are subject to certain restrictions set forth at issuance including that travel credits are non-transferable and must be used 2 years from issuance).
- You are releasing Evolve and the homeowner from certain types of liability and agreeing to assume certain risks on behalf of yourself and each individual present during the stay (Sections 12 & 13); you are aware that

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

1/9

MINUTES OF MAY 23, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

#1624 2/18/20

Host Agreement

- travelling may increase your risk of contracting COVID-19.
- This Agreement requires claims to be resolved through Arbitration (Section 17).
 - This Agreement contains a Jury Trial waiver and a Class action waiver (Section 19).

By clicking "Book Now" you are acknowledging and agreeing to each term included in the Rental Agreement, which specifically includes each of the above-described terms and conditions, as well as any applicable rules, policies, terms or conditions specific to your selected property.

- BOOKING TRANSACTION.** This Agreement is between Evolve Vacation Rental Network, Inc. ("Evolve") and the individual completing this booking transaction for the Vacation Rental ("you" or "Guest"). Evolve represents the owner of the Vacation Rental ("Host"). Evolve provides the Vacation Rental subject to the terms of this Agreement. You agree that you will be present at the Vacation Rental for the entire duration of the reservation and that you will be responsible for the actions and behavior of each individual present at the Vacation Rental during your stay. This includes ensuring everyone in your party is otherwise present at the Vacation Rental (each an "occupant") is aware of and in compliance with the terms stated in this Agreement, if you are bringing a minor as an occupant you acknowledge and agree that you are solely responsible for the supervision of that minor throughout the duration of your stay and agree to the terms of this Agreement on each minor's behalf.
- PAYMENT TERMS & CANCELLATION.** The total amount due, including the base rates, taxes, and fees are displayed on the checkout webpage for the Vacation Rental. A portion of your total payment may be due upon checkout, as indicated in the "amount to be charged now" line. The balance is due prior to arrival within the schedule indicated on the reservation webpage. Please review these amounts carefully. You may cancel your booking at any time, however, all amounts that have been paid prior to your cancellation will be non-refundable unless specifically indicated otherwise at checkout. Please review the specific cancellation and refund terms in the listing you are reserving prior to checkout as exceptions will not be made once your reservation is confirmed.
- HOUSE RULES & POLICIES.** The Vacation Rental may have specific rules and policies regarding pets, smoking/vaping, quiet hours, parking, pool and/or hot tub usage, and other local, HOA, or property regulations.

https://evolve.vacationrental.com/rental-agreement

58

#1624 2/18/20

Rental Agreement

These rules are detailed in the description section of the Vacation Rental listing, in an exhibit A attached hereto, or as otherwise delivered to you, and are incorporated into this Agreement. Please review these terms carefully, as violation(s) may result in additional fees or the immediate removal of you and other members of your party from the Vacation Rental without refund. Further, violation of any law or ordinance by any individual at the Vacation Rental during your reservation will result in the immediate removal of you and other members of your party from the Vacation Rental without refund.

- ARRIVAL DETAILS & CHECK-IN/CHECK-OUT.** Once your booking has been paid in full, you will receive contact information for the primary contact for your stay (your "Guest Contact"). Check-in and check-out times will be communicated to you prior to your arrival, unless otherwise set forth in the description of the Vacation Rental. Please confirm your expected arrival time with your Guest Contact. If you or any member of your group fails to vacate the Vacation Rental at the designated check-out time, you grant Evolve the right to charge the credit card number used to book the Vacation Rental for an additional night. Further, Evolve, the Host or the Guest Contact may initiate any and all proceedings necessary to remove you, your occupants, or your belongings from the Vacation Rental.
- DAMAGE.** In lieu of a security deposit Evolve charges a fee for an accidental rental damage waiver. This fee and the related terms, conditions, and waiver amounts are set forth on the Vacation Rental detail webpage and the checkout webpage and are incorporated into this Agreement. Any damage to the Vacation Rental must be reported to Evolve and the Guest Contact before checkout. You agree damage not covered by, or exceeding the limit of, the accidental rental damage waiver is your full responsibility. This may include damage or loss occurring during your stay, violations of house rules or policies, additional cleaning fees, and/or any fines or other costs incurred by the behavior of you or any other occupant during your stay in violation of laws or other regulations. You grant Evolve the right to charge the credit card number used to book the Vacation Rental for any such damages, including, but not limited to, additional cleaning fees. To ensure that the proper party is held responsible, please notify your Guest Contact of any damage found at check-in.
- FEES & ADDITIONAL SERVICES.** All mandatory and optional booking related fees will be disclosed in the Vacation Rental listing. If you fail to select any optional(s) that incur additional fees applicable to your stay (e.g., pet

https://evolve.vacationrental.com/rental-agreement

59

#1624 2/18/20

Rental Agreement

fees, pool heating fees, etc.) and if a later discoverer that you should have paid for such optional(s), you grant Evolve the right to charge the credit card number used to book the Vacation Rental for the associated additional fees.

- MAXIMUM OCCUPANCY.**
 - The maximum number of people that may occupy the Vacation Rental is indicated in the listing description. For clarification, this number applies to all overnight guests, day visitors and children. Unless otherwise approved by Evolve in writing, occupancy over the indicated capacity may result in the immediate removal of you and other members of your party from the Vacation Rental and forfeiture of all amounts paid.
 - Parties and large gatherings are not permitted at the Vacation Rental under any circumstances. Conduct of unauthorized parties or gatherings may result in your removal from the property without refund and Evolve may contact local law enforcement when appropriate. You agree to respect the Vacation Rental, neighbors, the surrounding community and to follow all applicable laws, regulations, ordinances and rules, including noise ordinances. You agree to conduct yourself in a manner that does not disrupt neighbors or community members.
- CONDITION OF THE PROPERTY.** Your Host cares very much about their Vacation Rental and strives to keep it in excellent shape. If you notice any problems, hazardous conditions, housekeeping issues, or maintenance issues, please notify your Guest Contact immediately. The Vacation Rental is not in the condition represented in the rental listing. Evolve may, in its sole discretion, offer an appointment, provided, however, that in no event will such an appointment exceed the amount you paid for the reservation. You hereby acknowledge that if the Vacation Rental has access to shared amenities, the repair and maintenance of such shared amenities is not within Evolve or Host's responsibility or control.
- HOST ACCESS.** You agree to allow your Host, Guest Contact, and/or their agents reasonable access to the Vacation Rental during your stay if requested. Such access may be necessary to resolve maintenance related issues

https://evolve.vacationrental.com/rental-agreement

60

MINUTES OF MAY 23, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

11/01/2019 10:59

Resort Agreement

you report. In the event of an emergency, the Vacation Rental may be accessed without prior notice or permission.

10. **CLEANLINESS.** You are expected to treat the Vacation Rental with respect. Keeping in mind that this is an individual's home, not a hotel room, you are expected to leave the Vacation Rental in a clean, neat, and orderly condition and respect the Host's requests regarding check-out procedures.

11. **CANCELLATIONS/UNFORESEEN CIRCUMSTANCES.**

a) **UNFORESEEN CIRCUMSTANCES/FORCE MAJEURE.** All funds paid to Evolve are non-refundable unless stated otherwise (Section 2) and no refunds will be due in the event you stay at the Vacation Rental becomes impossible for a reason outside Evolve's or Host's control, including natural disasters, fire, epidemic, pandemic, federal state, or local quarantine, civil commotion, changes in laws or regulations, evacuation orders, or other acts of government agencies. However, in such circumstances, Evolve may choose in its sole discretion and as your sole remedy, to issue a travel credit of the amounts paid to Evolve as an act of goodwill. Any travel credits issued by Evolve will be subject to the terms set forth in this Assurance, including terms regarding expiration date and non-transferability. For purposes of clarification, inclement, unfavorable, or even severe weather is not considered a force majeure event under this provision and no refund or credit is due (or will be made) to you.

b) **CANCELLATIONS BY EVOLVE & SUBSTITUTION OF PROPERTY.** In the event that Evolve or your Host cancels your booking for reasons other than those described in the Force Majeure section above, you will be notified as quickly as possible. In such cases, Evolve, in its sole discretion, may provide the option to substitute a comparable property selected by Evolve or refund 100% of any amounts paid to Evolve. If you accept the substitute property, all rules, policies, terms and conditions specified

11/23/2019 10:59

10

11/23/2019

Resort Agreement

In the description section of the substituted property will apply, even if they differ from your original reservation. Evolve highly recommends that you purchase Travel Insurance to protect against certain types of cancellations, among other risks. Other than providing a refund in its sole discretion, Evolve is not responsible or liable for cancellations or any costs associated with cancellations.

12. **INDEMNITY & HOLD HARMLESS.** You agree to indemnify and hold harmless your Host and Evolve, for any liabilities, claims, damages, injuries, costs or expenses whatsoever arising from or related to your use, misuse, or occupancy of the Vacation Rental, including, but not limited to, any claim or liability for personal injury, damage, or loss of any kind resulting from your actions or omissions, and the actions or omissions of other occupants, during or relating to your stay.

13. **ASSUMPTION OF RISK.** You and anyone using the Vacation Rental during your stay accept and assumes all risks involved in or related to the use of the Vacation Rental and surrounding property, the pool, hot tub, or any other body of water (including but not limited to a lake or an ocean) or adjacent to the Vacation Rental, any water-related activities, features on the property, activities participated in during your stay on or off the property, or activities provided at the property, or third-party transportation services, as applicable, whether or not disclosed in the listing. You understand that traveling and staying in a vacation rental property may increase the likelihood of contracting an infectious disease, such as COVID-19, and you voluntarily assume that risk. You further accept and assume all risks involved in or related to any recreational equipment of any kind, including but not limited to beach or pool equipment, golf cart, bicycles, dunes, boats, paddleboards or other floating devices, gym or sports equipment, as applicable. You are responsible for determining your fitness for participating in any features or activities during your stay and your ability to fully understand and comply with any directions, warnings, laws, or regulations presented. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU KNOWINGLY, VOLUNTARILY AND FREELY ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, OF THE ABOVE DESCRIBED ACTIVITIES, AND YOU ASSUME FULL RESPONSIBILITY FOR PARTICIPATION IN ANY SUCH ACTIVITIES.

11/23/2019 10:59

11

11/23/2019

Resort Agreement

14. **ATTORNEY'S FEES & COSTS.** If Evolve or your Host employs the services of a lawyer to enforce the terms, conditions or provisions of this Agreement, you shall be liable to Evolve or your Host, as applicable, for reasonable attorney's fees and costs incurred.

15. **FALSIFIED BOOKINGS.** If your booking was made under false pretense, including, but not limited to, a falsified name, age or size of party, you will be subject to immediate cancellation of your reservation, removal from the property, and forfeiture of all amounts paid.

16. **LIMITED SHORT-TERM RENTAL.** It is expressly understood and agreed that this is a short-term, transient vacation rental and is not a lease or other long-term residential tenancy agreement, and that the Vacation Rental is not intended to be utilized as a primary residence. This Agreement is only for the licensed use of the Vacation Rental for the stated reservation dates. It creates no property rights in you and no rights to renewal or for recurring usage. If you hold over after the expiration of your reservation dates, your extended stay, if authorized, will be from day-to-day only and will not constitute a renewal or an extension for any further term. In such case, you will be liable for paying for the additional day(s) at a rate equal to two (2) times the nightly rate set for the property on the dates of your holdover plus the actual costs of re-occupancy including utilities that were scheduled to use the Vacation Rental during such dates. You may not sublet the Vacation Rental or any part of it and shall not assign any interest (in whole or in part) to this Agreement or any rights hereunder.

17. **ARBITRATION & ARBITRATION AWARD.** If you have a dispute that arises from or relates to this Agreement or the Vacation Rental, and if the dispute cannot be settled through direct discussions, you agree to submit all unresolved disputes, controversies or claims to binding arbitration in Colorado administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, to be conducted in Denver, Colorado or virtually if so directed to by all parties. **ANY AWARD OF THE ARBITRATOR AGAINST EVOLVE CANNOT EXCEED THE TOTAL AMOUNT PAID FOR THE GUEST'S BOOKING AT ISSUE. YOU EXPRESSLY WAIVE ALL CLAIMS IN EXCESS OF, AND AGREE THAT YOUR RECOVERY SHALL NOT EXCEED, THIS AMOUNT.** Any such award shall be a satisfaction of all claims by you against Evolve, or the Host. Judgment on any award rendered in such arbitration can be entered in and enforced by any court having jurisdiction.

11/23/2019 10:59

12

MINUTES OF MAY 23, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

05/23/24 2:16 PM

House Agreement

18. LIMITATION OF LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL YOUR HOST, EVOLVE, OR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND/OR OWNERS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR STAY AT THE VACATION RENTAL. THIS LIMITATION APPLIES TO ALL CLAIMS FOR DAMAGES WHETHER BASED ON A THEORY OF WARRANTY, CONTRACT, TORT (INCLUDING ORDINARY NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER CAUSE OF ACTION, EVEN IF EVOLVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

19. CLASS ACTION & JURY TRIAL WAIVER. ANY AND ALL PROCEEDINGS TO RESOLVE CLAIMS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COLLUSION WITH AN ARBITRATION, ITIL PARTIES EACH WAIVE ANY RIGHT TO A JURY TRIAL.

20. JURISDICTION & VENUE. This Agreement is made in, and shall be governed solely by, the laws of the State of Colorado which shall apply to the fullest extent of the law. For any reason a claim proceeds in court rather than arbitration, such action may only be brought in the state or federal courts in Denver, Colorado, and each party hereby submits to the exclusive jurisdiction of those courts for the purposes of any such proceeding.

21. GENERAL TERMS. If any section of this Agreement is held to be unenforceable for any reason, all other terms, conditions, and obligations herein shall nevertheless remain in force and effect. This Agreement shall be binding on and enforceable to the benefit of the parties hereto and on each of their heirs, executors, administrators, successors and assigns. This Agreement or any rights hereunder may not be assigned (in whole or in part) by you. This Agreement is in full compliance with federal, state, and local Fair Housing laws, without regard to race, color, religion, sex, country of origin, handicap, or familial status. This Agreement becomes binding upon receipt of your initial payment. Sending payment constitutes your acceptance and agreement to these terms, conditions, limitations, and restrictions.

EXHIBIT A - ADDITIONAL HOUSE RULES

05/23/24 2:16 PM

18

05/23/24 2:16 PM

House Agreement

05/23/24 2:16 PM

05/23/24 2:16 PM

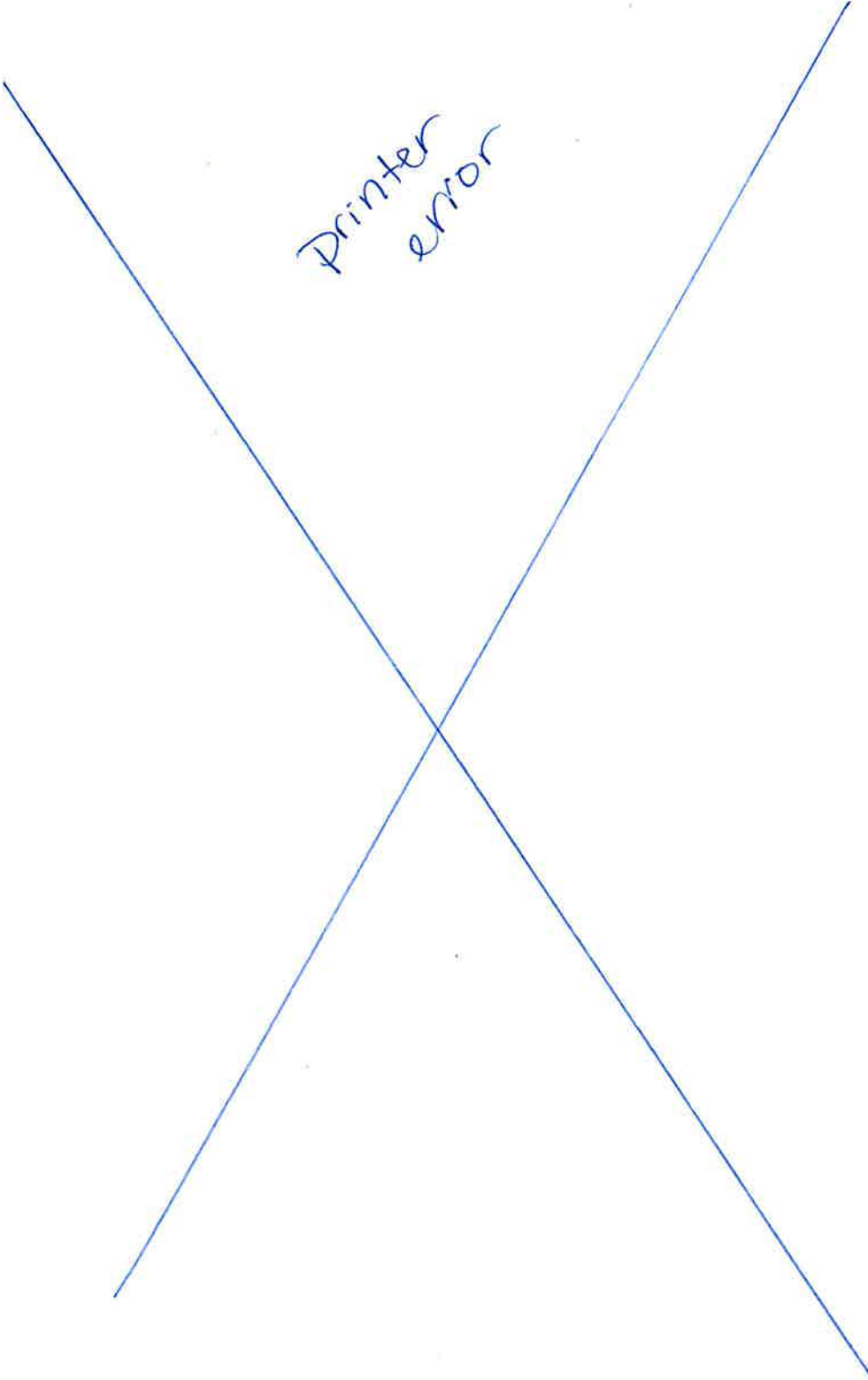
05/23/24 2:16 PM

05/23/24 2:16 PM

05/23/24 2:16 PM

19

Printer
error



Printer
error



MINUTES OF MAY 23, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

POLICY DECLARATIONS

American Modern Property and Casualty Insurance Company

**Dwelling Special
Policy Change**



Premium Summary

Dwelling #1:	\$5,172.00
128 E SECOND ST LONG BEACH MS 39560-6144	
Dwelling #2:	\$3,000.00
128 S BURKE AVE LONG BEACH MS 39560-6148	
Policy Coverages	\$0.00
Additional Costs	\$0.00
Total Policy Premium	\$8,238.00

Note: a minimum earned premium of \$100.00 applies to this policy.

Policy Summary

Policy Number: 103-043-570
Policy Period: 09/02/2023 to 09/02/2024 12:01 A.M Standard Time
Named Insured(s):
DONNA JONES
7533 JEANNETTE ST
NEW ORLEANS LA 70118-4047

Contracted Agency:
IVANTAGE SELECT AGENCY INC - #302619
POST OFFICE BOX 5323
CINCINNATI OH 45201

Your Agent:
GULF SOUTH INSURANCE AGENCY INC - #084050
304 E RAILROAD ST
LONG BEACH MS 39560

Policy Discounts

Claims Free Discount
Association Discount
Auto/Home Discount

Dwelling Discounts

The following discounts apply to one or more dwellings on this policy.

128 E SECOND ST, LONG BEACH MS 39560-6144
Deadbolts, Smoke Alarm and Fire Extinguisher
Central Station Burglar Alarm
Local Smoke and/or Burglar Alarm
Central Station Fire & Smoke Alarm
128 S BURKE AVE, LONG BEACH MS 39560 6148
Central Station Fire & Smoke Alarm
Local Smoke and/or Burglar Alarm
Deadbolts, Smoke Alarm and Fire Extinguisher
Central Station Burglar Alarm

Additional Named Insureds and Designees

Name: BANKPLUS ISAOA/ATIMA	Address: PO BOX 692375, SAN ANTONIO TX 78269-2375
Relationship to Primary Named Insured: Other	Description of Interest: ADDITIONAL NAMED INSURED

Dwelling #1: 128 E SECOND ST, LONG BEACH MS 39560-6144

Occupancy: Seasonal	Residence Type: 1 Family Residence	Construction Type: Frame	Year Built: 1925	Protection Class Code: 5	Territory: 1
-------------------------------	----------------------------------------------	------------------------------------	----------------------------	------------------------------------	------------------------

Coverage Detail

Coverage	Limit / Description	Premium
Dwelling		\$4558.00
Limit	257,315	
Loss Settlement	Modified Functional Replacement Cost	
All Other Peril Deductible	1,000	

DW-CW-D-0001 (01-15)

Page 1 of 4

Transaction Effective Date: April 19, 2024

Dwelling Special Policy Declaration

American Modern Property and Casualty Insurance Company

Policy Period: 09/02/2023 - 09/02/2024

Policy Number: 103-043-570

Policy Type: Dwelling Special



Wind and Hail Deductible	5,000	
Other Structures	25,732	Included
Loss Settlement	Modified Functional Replacement Cost	
Personal Property	45,000	\$498.00
Loss Settlement	Replacement Cost	
Additional Living Expense/Fair Rental Value	25,732	Included
Water Damage	25,732	Included
Mold and Remediation - Property	5,000	Included
Premises Liability	500,000	\$118.00
Medical Payments	500 Per person/25,000 Per occurrence	Included
Property Manager Premises Liability Extension		Included
Vandalism or Malicious Mischief		Included
Deductible	500	
Fire Department Service Charge	500	Included
Mold Exclusion - Premises Liability		Included

This dwelling does not have coverage for the peril of flood.

This dwelling does not have coverage for the peril of earthquake.

Premium \$5,172.00

Dwelling #2: 128 S BURKE AVE, LONG BEACH MS 39560-6148

Occupancy: Seasonal	Residence Type: 1 Family Residence	Construction Type: Frame	Year Built: 1955	Protection Class Code: 5	Territory: 1
-------------------------------	----------------------------------------------	------------------------------------	----------------------------	------------------------------------	------------------------

Additional Interests

Description of Interest: Lienholder	Name: BANKPLUS ISAOA/ATIMA	Address: PO BOX 692375, SAN ANTONIO TX 78269-2375
Loan/Contract Number:		

Coverage Detail

Coverage	Limit / Description	Premium
Dwelling		\$2948.00
Limit	150,000	
Loss Settlement	Modified Functional Replacement Cost	
All Other Peril Deductible	1,000	
Wind and Hail Deductible	5,000	
Other Structures	15,000	Included
Loss Settlement	Modified Functional Replacement Cost	
Additional Living Expense/Fair Rental Value	15,000	Included
Water Damage	15,000	Included

DW-CW-D-0001 (01-15)

Page 2 of 4

Transaction Effective Date: April 19, 2024

MINUTES OF MAY 23, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Dwelling Special Policy Declaration

American Modern Property and Casualty Insurance Company
Policy Period: 09/02/2023 - 09/02/2024
Policy Number: 103-043-570 Policy Type: Dwelling Special



Mold and Remediation - Property	5,000	Included
Premises Liability	500,000	\$118.00
Medical Payments	500 Per person/25,000 Per occurrence	Included
Property Manager Premises Liability Extension		Included
Vandalism or Malicious Mischief Deductible	500	Included
Fire Department Service Charge	500	Included
Mold Exclusion - Premises Liability		Included

This dwelling does not have coverage for the peril of flood.

This dwelling does not have coverage for the peril of earthquake.

Premium \$3,066.00

Your Policy Documents

Your policy consists of this Policy Declaration and the documents in the following list. Please keep these together.

Policy Level Forms (Forms that apply to all Dwelling)

- DW-CW-G-0001(01-15) - Condemnation Endorsement
- IL-CW-G-0011(01-15) - Signature Endorsement
- DS-MS-A-0001(03-19) - Special Provisions - Mississippi
- IL-CW-G-0010(07-17) - Additional Policy Protection
- DS-CW-P-0001(03-18) - Dwelling Property - Special Form
- DW-CW-X-0004(05-17) - Criminal Acts Exclusion

Forms that apply to Dwelling #1: 128 E SECOND ST, LONG BEACH MS 39560-6144

- DS-CW-C-0002(01-16) - Permitted Vacancy or Seasonal Usage Clause
- DY-CW-C-0005(01-16) - Property Manager - Premises Liability
- DS-CW-C-0010(01-15) - Additional Living Expense or Fair Rental Value
- DY-CW-X-0003(01-15) - Premises Liability Swimming Pool Slide and Diving Board Exclusion
- DY-CW-C-0001(01-16) - Premises Liability Endorsement
- DY-CW-X-0002(01-15) - Premises Liability Fungi, Wet or Dry Rot, or Bacteria Exclusion
- DS-CW-C-0006(01-15) - Personal Property Replacement Cost
- IP-CW-C-0004(01-15) - Reinstatement of Limit
- DS-CW-C-0005(01-16) - Modified Functional Replacement Cost Loss Settlement
- DY-CW-X-0001(01-16) - Premises Liability Lead Paint Liability Exclusion
- DW-CW-X-0005(01-17) - Roof Surfacing Cosmetic Damage Exclusion - Windstorm or Hail
- DS-CW-G-0001(01-15) - Construction Cost Index
- DS-CW-C-0003(06-17) - Water Damage Coverage

Forms that apply to Dwelling #2: 128 S BURKE AVE, LONG BEACH MS 39560-6148

- DS-CW-C-0002(01-16) - Permitted Vacancy or Seasonal Usage Clause

DW-CW-D-0001 (01-15)

Page 3 of 4

Transaction Effective Date: April 19, 2024

Dwelling Special Policy Declaration

American Modern Property and Casualty Insurance Company
Policy Period: 09/02/2023 - 09/02/2024
Policy Number: 103-043-570 Policy Type: Dwelling Special



- DY-CW-C-0005(01-16) - Property Manager - Premises Liability
- DS-CW-C-0010(01-15) - Additional Living Expense or Fair Rental Value
- DY-CW-X-0003(01-15) - Premises Liability Swimming Pool Slide and Diving Board Exclusion
- DY-CW-C-0001(01-16) - Premises Liability Endorsement
- DY-CW-X-0002(01-15) - Premises Liability Fungi, Wet or Dry Rot, or Bacteria Exclusion
- IP-CW-C-0004(01-15) - Reinstatement of Limit
- DS-CW-C-0005(01-16) - Modified Functional Replacement Cost Loss Settlement
- DY-CW-X-0001(01-16) - Premises Liability Lead Paint Liability Exclusion
- DW-CW-X-0005(01-17) - Roof Surfacing Cosmetic Damage Exclusion - Windstorm or Hail
- DS-CW-G-0001(01-15) - Construction Cost Index
- DS-CW-C-0003(06-17) - Water Damage Coverage

Policy Maintenance Information

It's easy to manage your policy online 24/7. You can make payments, file claims, view policy documents, and more. Go to [amig.com](#) to create an account or log in today!

**PLEASE REVIEW THE INFORMATION CONTAINED IN THIS POLICY.
IF ANY INFORMATION IS INCORRECT, PLEASE CONTACT:**

American Modern Property and Casualty Insurance Company
(800) 543-2644

Report a Claim: 1-800-375-2075

American Modern Insurance Group

Mailing address
PO Box 5323
Cincinnati, OH 45201-5323

Main Administrative Office
7000 Midland Blvd.
Arlon, OH 45102-2607

DW-CW-D-0001 (01-15)

Page 4 of 4

Transaction Effective Date: April 19, 2024

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

After considerable discussion, Commissioner Suthoff made motion, seconded by Commissioner Glenn, 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 820 West Beach Blvd, Unit 5, Tax Parcel 0512I-01-050.005, submitted by Charles and Gay Worley, DBA Summerland Beach House (owners) and Shea Hoda, Vacay Maid (property manager), as follows:

MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

PROPERTY INFORMATION:
 ADDRESS: 820 W. Beach Blvd. #5 Tax Parcel # 05121-01-050.005
 (Location of Short-Term Rental)

OWNER'S INFORMATION:
 Property Owner's Name: Charles & Gay Worley - Summerland Beach House
 Property Owner's Address: 198 Winchester Dr., Poplar Bluff, Mo. 63901
 Property Owner's Mailing Address, if different from above:

City State Zip
 Property Owner's Phone No: 573-707-4315 Email Address: allen.worley@hotmail.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: Vacay Maid - Shea Hoda
 Property Manager's Address: (Must be a local contact)
7332 Giani Rd, Pass Christian, Ms. 39571
 City State Zip
 Property Manager's Phone No.: 228-344-5307 Email Address: delania.waddelle@hotmail.com

- PLEASE PROVIDE THE FOLLOWING:**
- Mississippi Sales Tax ID # 1470-8402
 - Recorded Warranty Deed ✓
 - Parking Rules & Plan ✓
 - Trash Management Plan ✓
 - Copy of Proposed Rental Agreement ✓
 - Proof of Liability Insurance, which includes short term rental coverage ✓

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

AFFIDAVIT

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

Charles A. Worley Charles A. Worley 4/17/24
 PRINT NAME SIGNATURE DATE

BELOW IS FOR OFFICE USE ONLY			
Maximum Occupancy: <u>8</u>	Maximum Vehicles allowed: <u>3</u>	Number of bedrooms: <u>3</u>	Number of people home can accommodate: <u>8</u>

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

Building Official Signature: [Signature] Date: 5/7/24
 Fire Inspector Signature: _____ Date: _____

COMMENTS: _____

Date Received: <u>5-16-24</u>
Agenda Date: <u>5-23-24</u>
Amount Due/Paid: <u>250.00</u>
Payment Method: <u>1114</u>

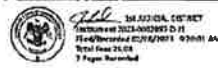
MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



I, Charles Worley, owner of the property located at 820 W. Beach Blvd. #5, Tax Parcel 05121-01-050.005, affirm that I am in compliance with building codes, deed restrictions and/or covenants, and have paid all applicable taxes, fees and other charges. I acknowledge that a violation of the ordinances of the City of Long Beach shall result in the suspension or revocation of the permit.

Charles Worley
signature

4/17/24
date



Prepared by:
Julien K. Byrns III
Attorney at Law
111 East Overhill St
Pascagoula, MS 39571
(228) 452-3400
Mississippi Bar Number 7654

Return to
Julien K. Byrns III
Attorney at Law
311 East Second St.
Pascagoula, MS 39571
(228) 452-9468

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, ROY C. GAVIN and wife, DANA W. GAVIN, of 2080 STONE BRIDGE DRIVE, BILOXI, MS 39332, 318-801-5526, do hereby sell, convey and warrant unto ALLEN WORLEY and wife, GAY WORLEY, of 198 WINCHESTER DRIVE, POPLAR BLUFF, MO 43901, 573-718-9278 as joint tenants with full rights of survivorship and act as tenants in common, the following described real property situated in the City of Long Beach, Harrison County, First Judicial District, State of Mississippi, described as:

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

Being a part of the same property acquired by Grantor in Special Warranty Deed dated September 30, 2017 and of record as Deed Instrument 2017 6683 D-1, in the same office.

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

File No. 22-2987 W00157

Page 1

It is agreed and understood that the taxes for the current year have been prepaid as of this date on no estimated basis, and when said taxes are actually determined, if the provision as of this date is incorrect, the parties hereto agree to pay in a basis of an actual provision. All subsequent year taxes are specifically assumed by the Grantees.

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

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

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

STATE OF MISSISSIPPI
COUNTY OF HARRISON

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

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

Stephanie R. Edge
STEPHANIE R. EDGE
My Commission Expires: 10/01/2026



File No. 22-2987 W00157

Page 2

MINUTES OF MAY 23, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

HOUSE RULES

Rental Agreement

Guest agrees to abide by all rules and regulations contained herein or posted on the premises related to the Rental Property. Guests' obligations include, but are not limited to, keeping the premises as clean and safe as the conditions of the premises permit and causing no unsafe or unsanitary conditions in the common area and remainder of the premises that Guest uses. Guests agree not to use the premises for any commercial activities or purpose that violates any criminal law or governmental regulation. Guest's breach of any duty contained in this paragraph shall be considered material and shall result in the termination of guest occupancy with no refund of any kind.

Check-in time is 4 p.m. CST on the arrival date, and check-out time is 10 a.m. CST on the departure date.

Our home is equipped with keyless locks and the codes will not become active till check-in time. The tenant will go straight to the unit on/or after the designated check-in time. All efforts will be made to have your vacation home cleaned and ready by check-in time, but sometimes we cannot guarantee the exact time of occupancy due to unforeseen circumstances. Housekeeping and maintenance personnel must provide services between occupancies for every property. Please do not show up earlier than the specified time.

Check-out time must be met to allow cleaning to be completed for the next guest(s). Guests occupying the property beyond the checkout time without prior approval from our manager will be charged an unapproved late check-out fee equivalent to \$100.00 for each hour of occupancy beyond the checkout time. This provision shall not be construed to permit the Tenant to stay an additional night or stay beyond the check-out time.

AGE REQUIREMENTS

We do not rent to anyone under the age of 25 (legal photo ID required upon request). Any reservation made under false pretenses will be subject to forfeiture of advance payment, deposit and/or rental money. Violators will be evicted.

HOUSEKEEPING

The home will be thoroughly cleaned before your arrival. If you are not satisfied with the condition upon check-in, please contact us immediately and we will dispatch a housekeeping representative. If you have not called within 24 hours of your arrival, we will assume you found your unit in acceptable condition.

Although not required, before your departure, we would appreciate if you would take care of the following:

- Start a load of white towels in the washer.
- Load the dishwasher and start it
- Gather all trash and place in the trash cans outside, please pull to the curb if you are checking out on Sunday.
- Return all furniture to the original locations
- Leave out any used baby items for cleaning
- Set thermostat to 76 degrees in the warmer weather or to 68 degrees in the cooler weather
- Check all doors and windows to be sure that they are locked. However, please only lock the coded deadbolts (not the knob) so that the cleaning crew can enter with the code.

There is NO SMOKING OR VAPING in our home. If we find that you have smoked in our home, there will be a minimum \$400 fine charged. If you smoke outside, please dispose of your cigarette butts properly in the receptacle.

Parking
We have parking under the house for 3-4 vehicles, depending on size. Do not park on the street. Guest is responsible for any parking fines or expenses incurred during the stay.

In no event shall the Rental Property be occupied by more than (PMAXGUESTS) persons without prior approval by Owner. In no event shall Guests assign or sublet the Rental Property in whole or in part. Violations of these rules are grounds for expedited eviction with no refund of any kind. Guests hereby acknowledge and grant specific permission to Owner to enter premises

at any time for inspection purposes should Owner reasonably believe that Guests are causing or have caused any damage to Rental Property. Guest further agrees to grant Owner access to Rental Property for purposes of maintenance and repair.

TRASH

Please help us in keeping this area as beautiful and pristine as possible. Place trash in the bins outside. The green can is for recycling, brown is for garbage. Trash pickup is early Monday morning. If your stay falls on a Sunday, please take bins to the curb that evening. The cart should be placed curbside with the handle facing the home. It should be placed at least two feet from vehicles, shrubbery, fire hydrants, mailboxes. Do not block sidewalks or driveways or place carts in the street.

What qualifies for recycling?

CAN: Aluminum cans, plastic products, clean pizza boxes, garden plastics, flattened cardboard boxes, empty containers, glass and paper products such as newspapers, magazines, phone books, etc.

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

This will help ensure that your vacation area stays safe and clean and unspoiled. If excessive trash is left behind due to non-compliance additional cleaning fees may be applied.

PETS

No pets allowed on the property.

DAMAGES

Although we never anticipate any damage or broken house rules, your credit card information will be held on file in case of damages or broken house rules, including the following:

- No damage is done to our home or its contents, beyond normal wear and tear
- No charges are incurred due to contraband, or collection of rents or services rendered during the stay
- All trash, rubbish, and discards are placed in the bins
- All doors and windows of our home are left locked, although please only lock the coded deadbolts, not the knobs
- All charges accrued during the stay are paid prior to departure
- No linens are lost or damaged
- No early check-in or late check-out, unless prior arrangements have been made

MINUTES OF MAY 23, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

- The guest(s) is not evicted by the owner (or representative of the owner), the local law enforcement, or the subdivision manager.

CANCELLATIONS and REFUNDS

If the booking is made more than 60 days in advance of the arrival date, a payment of 50% is taken by Owner at the time of the booking. Any remaining balance must be paid 60 days prior to the arrival date, or this Agreement may be cancelled by the sole option of the Owner. If the balance payment fails for any reason, it is the responsibility of the Guest to make sure that the remaining balance is promptly paid in full, or the reservation will be canceled with no refund of payments made. All policies contained in this Agreement shall apply equally to payments made by credit card, check, or cash and whether made via website, by phone, or in person. Any refunds due to Guests from a credit card payment will be refunded by credit card transaction; all other refunds will be made within 30 days by check.

In the event Guests wish to terminate this agreement, Travel Insurance, Damage Protection, and any processing or administrative fees are non-refundable. Cancellations made prior to 60 days of arrival will be refunded, less a cancellation fee equal to \$250.

No refunds for cancellations within 60 days of arrival, late arrival, or for early departure. If your canceled dates are booked by another party, we will gladly refund the amount the new guests paid, less the cancellation fee.

We highly encourage you to purchase trip insurance to cover your stay in case of a natural disaster or other major event and you need to cancel. Depending on the type of trip insurance you purchase, you are usually eligible to be reimbursed by the insurance company for the amount that we do not refund. Trip insurance is a minimal amount and worth the cost. Be sure to carefully read the insurance that you purchase so you know which cancellation reasons are covered and which ones are not.

No refunds will be provided due to inoperable appliances, hot tubs, etc. The Owner will make every reasonable effort to assure that such appliances will be and remain in good working order. No refunds will be given due to power blackouts, water shortage, flooding, snow, construction at adjacent properties, or mandatory evacuations of the area by county officials due to tornadoes, hurricanes, flooding, or other potentially dangerous situations arising from acts of God or nature.

LOST and FOUND ITEMS:

Agent and owner can assume no responsibility for any articles left on the premises by tenant. Guest is responsible for all shipping and administrative costs for any Lost and Found items that Owner is requested to return to Guest. Items found and not claimed within 30 days will be disposed of at the discretion of Owner.

FIREARMS and WEAPONS:

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

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

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

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

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

GRILLS

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

FIREPIT

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

SIGHT UNSEEN

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

CONSTRUCTION

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

SECURITY CAMERAS

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

OTHER

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

If, for any reason, the (DISPNAME) is not available to you for your time period, (DISPNAME) is liable only for monies paid to us. We, (MYCU), are not liable for any accidents or injuries that occur while you are on our property or during your stay.

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

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

MINUTES OF MAY 23, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

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

Thank you for choosing our vacation home!

Owner signature

Date

Guest signature

Date



Policy 23-4580188963-S-00
Effective From 02/03/2024 To 02/02/2025
Declaration Effective 02/03/2024

Homeowner Policy

Named Insured Charles Allen Worley 198 Winchester Dr Poplar Bluff, MO 63901 Ph: 636-431-4315 allen.worley@gmail.com	Producer Bass Underwriters 141 Dauphin St Mobile, AL 36602 (251) 694-2370
Policy Effective Date 02/03/2024 at 12:01 AM local time*	Policy Expires Date 02/02/2025 at 12:01 AM local time*
Surety Underwriter International Catastrophe Insurance Managers, LLC (ICAT)	Carrier Victor Insurance Exchange
Inspector Contact Name Charles Allen Worley	Inspector Contact Phone No. (573) 707-4315



Policy 23-4580188963-S-00
Effective From 02/03/2024 To 02/02/2025
Declaration Effective 02/03/2024

Coverages and Premium

820 Beach Blvd W, Long Beach, MS, 39560

Premium	Insurer Policy Fee	Insurer Inspection Fee	Insurment Fee
\$5,634.00	\$500.00	\$125.00	\$0.00
Surplus Lines Fees	Stamping Fee	HWUA	Surplus Contributions*
\$246.50	\$15.41	\$184.87	\$503.40
Minimum Extra Premium None	Total \$6,609.18		Policy Form HO-3

Coverage A Dwelling	Coverage E Other Structures	Coverage C Personal Property	Coverage D Loss of Use	Coverage F Liability	Coverage G Medical Payments
\$400,000	\$11,000	\$141,000	\$40,000	\$500,000	\$1,000

*The Surplus Contributions are based on the policyholder's surplus of Victor Insurance Exchange. If signed on a policy that is not a policy of ICAT, does not include any amount of the insurer's percentage of the contribution. Additional details are available in your Underwriting Agreement.

Deductibles

Named Storm	Sub (Excl. AM)	APPLICABLE	\$,000
Windstorm	0		0

Discounts

Discount	Not Included	New Purchase	Not Included
Central Station Burglar Alarm	<input checked="" type="checkbox"/>	Renewal Renewal	<input checked="" type="checkbox"/>
Central Station Fire Alarm	<input checked="" type="checkbox"/>	Water Main/Leak	<input checked="" type="checkbox"/>
Fully Sprinklered Home	<input checked="" type="checkbox"/>	Wind Mitigation	<input checked="" type="checkbox"/>
Guard Guard Community	<input checked="" type="checkbox"/>	Water Main/Leak	<input checked="" type="checkbox"/>
Hard of Heart Plumbing	<input checked="" type="checkbox"/>		

Endorsements

Additional Amount of Insurance for Dwelling	Not Included	Increased Limits on Business Personal Property	\$1,000
Increased Dwelling Loss on Loss	<input checked="" type="checkbox"/>	Loss Assessment	\$1,000
Anti-Fraud	<input checked="" type="checkbox"/>	Min of Property Liability	\$5,000 / \$1,000
Spec of Personal Property	<input checked="" type="checkbox"/>	Personal Injury	Not Included
Coverage C - Increased Specific Limits	<input checked="" type="checkbox"/>	Pool and Spa Endorsement	\$1,000
Equipment Breakdown	<input checked="" type="checkbox"/>	Service Line Interruption	Not Included
Identity Fraud Expense	<input checked="" type="checkbox"/>	Water Back-Up	\$1,000
Green Building	<input checked="" type="checkbox"/>		

MINUTES OF MAY 23, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION



Policy: 23-4580188963-S-00

Contract No. 02/01/2024 - 10/23/2025
Enclosed Number: 8000201

This insurance policy is issued pursuant to the Insurance Guaranty Act (IGA), as amended, of the State of Mississippi. It is not licensed by the State of Mississippi and is not subject to the supervision of the Mississippi Insurance Guaranty Association. The policy is not protected by the Mississippi Insurance Guaranty Association in the event of the insurer's insolvency.

Any inquiries regarding this policy should be directed to IGA at the following address:

International Brotherhood of Firefighters, Local 1117
385 Interlocken Crescent, Suite 1100
Broomfield, CO 80020

CONTRACT POLICY CONDITIONS
It is stated for the purpose of the premium schedule, and subject to all the terms of this Policy, We agree with You to provide the insurance coverage set forth in this Policy.

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

Surplus Lines Insurance Producer: Kristen Day

This policy contains a flood exclusion. Flood coverage may be purchased separately from the National Flood Insurance Program, if available in your area.

This policy contains an earthquake exclusion. Contact your agent for information concerning the availability of earthquake coverage.

Each day of a claim 24 hours a day, 7 days a week for policy number 23-4580188963-S-00 using the information below:

Online: www.igat.com/claims/report-a-claim
Phone: 866-795-4228
Email: newclaims@igat.com
Fax: 866-725-7147



Policy: 23-4580188963-S-00

Contract No. 02/01/2024 - 10/23/2025
Enclosed Number: 8000201

MISSISSIPPI DEPARTMENT OF INSURANCE INFORMATIONAL NOTICE FORM SURPLUS LINES PERSONAL LINES PLACEMENTS

For all personal lines placements in the surplus lines market, Miss. Code Ann. § 43-21-22-(1) requires that a surplus lines insurance producer shall furnish to an insured at the time of policy delivery an informational notice. Accordingly, any insured purchasing a surplus lines policy covering Mississippi risks should be aware of the following:

- 1) The insurance procured under this surplus lines policy may or may not be available from a licensed company that may provide greater protection with more regulatory oversight.
- 2) In the event of an insolvency of the surplus lines insurer writing this policy, the losses shall not be paid by the Mississippi Insurance Guaranty Association.
- 3) This coverage has been procured through a duly licensed surplus lines insurance producer.

Name of Surplus Lines Insurance Producer: Kristen Day
385 Interlocken Crescent, Suite 1100
Broomfield, CO 80021



Policy: 23-4580188963-S-00

Insurer Participation Schedule

This rate schedule applies to this policy. Coverage under this policy is provided by the reinsuring insurers listed below:

Party	Insurer	Contract Number	Percent Participation
AP	Victor Insurance Exchange	NE	100%
PL	Victor Insurance Exchange	NE	100%

Party	Premium by Part
AP	\$4,729.00
PL	\$305.00

Definitions:
A- All set forth covered under the policy not otherwise specifically defined in this Insurer Participation Schedule.

B- Personal Liability.

The liability of reinsurers under this policy is equal and not joint with other reinsurers set forth in the policy, pursuant to the terms and conditions of the Excess Liability Clause attached to this policy.

MINUTES OF MAY 23, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

PROPERTY ADDRESS: 832 BRACHILBYO W, Long Beach, MS, 39608 POLICY #: FLD00000000 NEW POLICY #: 040000000 OLD POLICY #: 040000000 PLUMBING PERMIT: Permit License Category: 41 and 41a, 41b, 41c, 41d, 41e, 41f, 41g, 41h, 41i, 41j, 41k, 41l, 41m, 41n, 41o, 41p, 41q, 41r, 41s, 41t, 41u, 41v, 41w, 41x, 41y, 41z, 41aa, 41ab, 41ac, 41ad, 41ae, 41af, 41ag, 41ah, 41ai, 41aj, 41ak, 41al, 41am, 41an, 41ao, 41ap, 41aq, 41ar, 41as, 41at, 41au, 41av, 41aw, 41ax, 41ay, 41az, 41ba, 41bb, 41bc, 41bd, 41be, 41bf, 41bg, 41bh, 41bi, 41bj, 41bk, 41bl, 41bm, 41bn, 41bo, 41bp, 41bq, 41br, 41bs, 41bt, 41bu, 41bv, 41bw, 41bx, 41by, 41bz, 41ca, 41cb, 41cc, 41cd, 41ce, 41cf, 41cg, 41ch, 41ci, 41cj, 41ck, 41cl, 41cm, 41cn, 41co, 41cp, 41cq, 41cr, 41cs, 41ct, 41cu, 41cv, 41cw, 41cx, 41cy, 41cz, 41da, 41db, 41dc, 41dd, 41de, 41df, 41dg, 41dh, 41di, 41dj, 41dk, 41dl, 41dm, 41dn, 41do, 41dp, 41dq, 41dr, 41ds, 41dt, 41du, 41dv, 41dw, 41dx, 41dy, 41dz, 41ea, 41eb, 41ec, 41ed, 41ee, 41ef, 41eg, 41eh, 41ei, 41ej, 41ek, 41el, 41em, 41en, 41eo, 41ep, 41eq, 41er, 41es, 41et, 41eu, 41ev, 41ew, 41ex, 41ey, 41ez, 41fa, 41fb, 41fc, 41fd, 41fe, 41ff, 41fg, 41fh, 41fi, 41fj, 41fk, 41fl, 41fm, 41fn, 41fo, 41fp, 41fq, 41fr, 41fs, 41ft, 41fu, 41fv, 41fw, 41fx, 41fy, 41fz, 41ga, 41gb, 41gc, 41gd, 41ge, 41gf, 41gg, 41gh, 41gi, 41gj, 41gk, 41gl, 41gm, 41gn, 41go, 41gp, 41gq, 41gr, 41gs, 41gt, 41gu, 41gv, 41gw, 41gx, 41gy, 41gz, 41ha, 41hb, 41hc, 41hd, 41he, 41hf, 41hg, 41hh, 41hi, 41hj, 41hk, 41hl, 41hm, 41hn, 41ho, 41hp, 41hq, 41hr, 41hs, 41ht, 41hu, 41hv, 41hw, 41hx, 41hy, 41hz, 41ia, 41ib, 41ic, 41id, 41ie, 41if, 41ig, 41ih, 41ii, 41ij, 41ik, 41il, 41im, 41in, 41io, 41ip, 41iq, 41ir, 41is, 41it, 41iu, 41iv, 41iw, 41ix, 41iy, 41iz, 41ja, 41jb, 41jc, 41jd, 41je, 41jf, 41jg, 41jh, 41ji, 41jj, 41jk, 41jl, 41jm, 41jn, 41jo, 41jp, 41jq, 41jr, 41js, 41jt, 41ju, 41jv, 41jw, 41jx, 41jy, 41jz, 41ka, 41kb, 41kc, 41kd, 41ke, 41kf, 41kg, 41kh, 41ki, 41kj, 41kk, 41kl, 41km, 41kn, 41ko, 41kp, 41kq, 41kr, 41ks, 41kt, 41ku, 41kv, 41kw, 41kx, 41ky, 41kz, 41la, 41lb, 41lc, 41ld, 41le, 41lf, 41lg, 41lh, 41li, 41lj, 41lk, 41ll, 41lm, 41ln, 41lo, 41lp, 41lq, 41lr, 41ls, 41lt, 41lu, 41lv, 41lw, 41lx, 41ly, 41lz, 41ma, 41mb, 41mc, 41md, 41me, 41mf, 41mg, 41mh, 41mi, 41mj, 41mk, 41ml, 41mm, 41mn, 41mo, 41mp, 41mq, 41mr, 41ms, 41mt, 41mu, 41mv, 41mw, 41mx, 41my, 41mz, 41na, 41nb, 41nc, 41nd, 41ne, 41nf, 41ng, 41nh, 41ni, 41nj, 41nk, 41nl, 41nm, 41nn, 41no, 41np, 41nq, 41nr, 41ns, 41nt, 41nu, 41nv, 41nw, 41nx, 41ny, 41nz, 41oa, 41ob, 41oc, 41od, 41oe, 41of, 41og, 41oh, 41oi, 41oj, 41ok, 41ol, 41om, 41on, 41oo, 41op, 41oq, 41or, 41os, 41ot, 41ou, 41ov, 41ow, 41ox, 41oy, 41oz, 41pa, 41pb, 41pc, 41pd, 41pe, 41pf, 41pg, 41ph, 41pi, 41pj, 41pk, 41pl, 41pm, 41pn, 41po, 41pp, 41pq, 41pr, 41ps, 41pt, 41pu, 41pv, 41pw, 41px, 41py, 41pz, 41qa, 41qb, 41qc, 41qd, 41qe, 41qf, 41qg, 41qh, 41qi, 41qj, 41qk, 41ql, 41qm, 41qn, 41qo, 41qp, 41qq, 41qr, 41qs, 41qt, 41qu, 41qv, 41qw, 41qx, 41qy, 41qz, 41ra, 41rb, 41rc, 41rd, 41re, 41rf, 41rg, 41rh, 41ri, 41rj, 41rk, 41rl, 41rm, 41rn, 41ro, 41rp, 41rq, 41rr, 41rs, 41rt, 41ru, 41rv, 41rw, 41rx, 41ry, 41rz, 41sa, 41sb, 41sc, 41sd, 41se, 41sf, 41sg, 41sh, 41si, 41sj, 41sk, 41sl, 41sm, 41sn, 41so, 41sp, 41sq, 41sr, 41ss, 41st, 41su, 41sv, 41sw, 41sx, 41sy, 41sz, 41ta, 41tb, 41tc, 41td, 41te, 41tf, 41tg, 41th, 41ti, 41tj, 41tk, 41tl, 41tm, 41tn, 41to, 41tp, 41tq, 41tr, 41ts, 41tt, 41tu, 41tv, 41tw, 41tx, 41ty, 41tz, 41ua, 41ub, 41uc, 41ud, 41ue, 41uf, 41ug, 41uh, 41ui, 41uj, 41uk, 41ul, 41um, 41un, 41uo, 41up, 41uq, 41ur, 41us, 41ut, 41uu, 41uv, 41uw, 41ux, 41uy, 41uz, 41va, 41vb, 41vc, 41vd, 41ve, 41vf, 41vg, 41vh, 41vi, 41vj, 41vk, 41vl, 41vm, 41vn, 41vo, 41vp, 41vq, 41vr, 41vs, 41vt, 41vu, 41vv, 41vw, 41vx, 41vy, 41vz, 41wa, 41wb, 41wc, 41wd, 41we, 41wf, 41wg, 41wh, 41wi, 41wj, 41wk, 41wl, 41wm, 41wn, 41wo, 41wp, 41wq, 41wr, 41ws, 41wt, 41wu, 41wv, 41ww, 41wx, 41wy, 41wz, 41xa, 41xb, 41xc, 41xd, 41xe, 41xf, 41xg, 41xh, 41xi, 41xj, 41xk, 41xl, 41xm, 41xn, 41xo, 41xp, 41xq, 41xr, 41xs, 41xt, 41xu, 41xv, 41xw, 41xx, 41xy, 41xz, 41ya, 41yb, 41yc, 41yd, 41ye, 41yf, 41yg, 41yh, 41yi, 41yj, 41yk, 41yl, 41ym, 41yn, 41yo, 41yp, 41yq, 41yr, 41ys, 41yt, 41yu, 41yv, 41yw, 41yx, 41yy, 41yz, 41za, 41zb, 41zc, 41zd, 41ze, 41zf, 41zg, 41zh, 41zi, 41zj, 41zk, 41zl, 41zm, 41zn, 41zo, 41zp, 41zq, 41zr, 41zs, 41zt, 41zu, 41zv, 41zw, 41zx, 41zy, 41zz	ENDORSEMENT EFFECTIVE DATE: 04/01/2024 ENDORSEMENT TYPE: Flood Insurance POLICY FORM: Standard Flood Insurance Policy POLICY DECLARATION TYPE: Standard Policy Declaration RATE CATEGORY: Standard
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

FLOOD INSURANCE POLICY DECLARATIONS

This Declaration Page is part of your policy. THIS IS NOT A BILL.

Policy Coverages & Endorsements			
Coverage	Description	Amount	
Water Backup	Water Backup	\$ 2,800	
Water Damage	Water Damage	\$ 2,800	
Water Damage	Water Damage	\$ 2,800	
Coverages/endorsements may apply. For your Policy Form for details.			Total Annual Premium \$ 2,800

Property Information		Premium Calculations	
Primary Residence	NO	CONSTRUCTION METHOD	PREMIUM
Building Occupancy	Single Family	Building Amount	\$ 1200
Building Description	Manufactured Building	Content Premium	\$ 711
Year Built (or 1975 if N/A)	1975	Increased Cost of Construction (ICC) Premium	\$ 44
Method of Construction	Permanent	Manufactured Building	\$ 11,100
Inventory Description	Personal contents, personal effects, personal property	Content of Water System Premium	\$ 12,000
Date of Construction	12/1/2011	Flood Risk Premium	\$ 2,120
Time of Construction	0	Endorsement Premium	\$ 2,121
		Flood Insurance	\$ 312
		NP AA Surcharge	\$ 130
		Flood Policy Fee	\$ 47
		Total Premium	\$ 2,800

ADDITIONAL INTERESTS

This is a Flood Insurance Policy. Please read the policy for details. For more information, visit www.flood.com.

After considerable discussion, Commissioner Suthoff made motion, seconded by Commissioner McMahon, 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 Shannon Court, Tax Parcel 0711M-04-043.000, submitted by Denise Monroe (owner) and Melody Cumberland, Cumberland Cleaning and Property Management, LLC, as follows:

MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CITY OF LONG BEACH, MISSISSIPPI							
APPLICATION FOR SHORT-TERM RENTAL							
PHYSICAL ADDRESS: 201 JEFF DAVIS AVENUE LONG BEACH, MS 39560	PHONE: (228) 863-1554 FAX: (228) 863-1558	MAILING ADDRESS: POST OFFICE BOX 929 LONG BEACH, MS 39560					
PROPERTY INFORMATION:							
ADDRESS: <u>105 Shannon Ct,</u> <small>(Location of Short-Term Rental)</small>		Tax Parcel # <u>0711M-04-043.000</u>					
OWNER'S INFORMATION:							
Property Owner's Name: <u>Denise Monroe</u>							
Property Owner's Address: <u>1748 Boca Raton Ct, Punta Gorda, FL 33950</u>							
Property Owner's Mailing Address, if different from above:							
Property Owner's Phone No: <u>508-524-8484</u> City State Zip							
Email Address: <u>Denisemonroe77@gmail.com</u>							
Is there a homeowner's association for the neighborhood? <u>No</u> If so, please provide written statement of support of short term rental?							
PROPERTY MANAGER INFORMATION: <u>Melody Cumberland -</u>							
Property Manager's Name: <u>Cumberland Cleaning & Property Mgmt LLC</u>							
Property Manager's Address: (Must be a local contact)							
<u>12513 Meadowglen Rd, Vandalia, MS 39565</u> City State Zip							
Property Manager's Phone No: <u>228-297-3600</u> City State Zip							
Email Address: <u>Cumberlandcleaningcompany22@gmail.com</u>							
PLEASE PROVIDE THE FOLLOWING:							
<ul style="list-style-type: none"> Mississippi Sales Tax ID # <u>airbnb</u> Recorded Warranty Deed <input checked="" type="checkbox"/> Parking Rules & Plan # <u>2 on rental agreement</u> <input checked="" type="checkbox"/> Trash Management Plan # <u>3 on rental agreement</u> <input checked="" type="checkbox"/> Copy of Proposed Rental Agreement <input checked="" type="checkbox"/> Proof of Liability Insurance, which includes short term rental coverage <input checked="" type="checkbox"/> 							
ADDITIONAL INFORMATION:							
<ul style="list-style-type: none"> Completed written statement of compliance. FEES: \$250, nonrefundable application fee. \$500, yearly renewable fee. Checks should be made payable to the City of Long Beach. LICENSE: A Privilege Tax License must be applied and paid for after approval. INCOMPLETE APPLICATIONS will not be processed. 							
AFFIDAVIT							
I HEREBY CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT ALL INFORMATION CONTAINED HEREIN TRUE AND CORRECT; I ACKNOWLEDGE RECEIPT OF AND AGREE TO COMPLY WITH THE RULES & REGULATIONS OF SHORT-TERM RENTALS (Ordinance 660), ALL APPLICABLE CODES, ORDINANCES AND STATE LAWS. VIOLATION OF ANY CODES OR REGULATIONS SHALL RESULT IN THE SUSPENSION OR REVOCATION OF THE PERMIT.							
PRINT NAME: <u>Denise Monroe</u>	SIGNATURE: <u>[Signature]</u>	DATE: <u>5/1/24</u>					
BELOW IS FOR OFFICE USE ONLY							
Maximum Occupancy: <u>4</u>	Maximum Vehicles allowed: <u>2</u>	Number of bedrooms: <u>2</u>	Maximum of people home can accommodate: <u>4</u>				
I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES; AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.							
Building Official Signature: <u>[Signature]</u>		Date: <u>5/7/24</u>					
Fire Inspector Signature: _____		Date: _____					
COMMENTS: _____							
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Date Received: <u>5/6/24</u></td> </tr> <tr> <td>Agenda Date: <u>5/23/24</u></td> </tr> <tr> <td>Amount Due/Paid: <u>250.00</u></td> </tr> <tr> <td>Payment Method: <u>CASH</u></td> </tr> </table>				Date Received: <u>5/6/24</u>	Agenda Date: <u>5/23/24</u>	Amount Due/Paid: <u>250.00</u>	Payment Method: <u>CASH</u>
Date Received: <u>5/6/24</u>							
Agenda Date: <u>5/23/24</u>							
Amount Due/Paid: <u>250.00</u>							
Payment Method: <u>CASH</u>							

PPIN
42578

gmail.com

103658 ft

MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



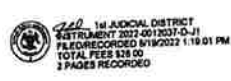
I Denise Monroe, owner of the property located at 105 Shannon Ct, Tax Parcel 0711M-04-043.000 affirm that I am in compliance with building codes, deed restrictions and/or covenants, and have paid all applicable taxes, fees and other charges. I acknowledge that a violation of the ordinances of the City of Long Beach shall result in the suspension or revocation of the permit.

DM
signature

5/1/24
date

Airbnb will collect the tax for me & submit it.
Default tax collection

As a default, we already collect and remit occupancy taxes on your behalf based on the listing location. [Learn more](#)
Coast Coliseum and Convention Center Tax (Harrison)
Sales and Use Tax (Mississippi)
Gulf Coast Regional Convention and Visitors Bureau Tax (Harrison)



PREPARED BY AND RETURN TO:
Fleur De Lis Title Company
41601 Veterans Avenue
Suite 200
Hammond, LA 70403
985-277-6350

Indexing Instructions: 105 Shannon Court, Long Beach, MS 39560

GRANTOR:
Jacqueline Ann Roberts
105 Shannon Court
Long Beach, MS 39560
(228) 547-0499

GRANTEE
Denise Monroe
P.O. Box 1352
South Yarmouth, MA 02664
(508) 524-8484

WARRANTY DEED

STATE OF MISSISSIPPI
HARRISON COUNTY

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, Jacqueline Ann Roberts, does hereby sell, convey and warrant unto Denise Monroe, a certain lot or parcel of land lying and being situated in the State of Mississippi, more particularly described as follows, to-wit:

Land situated in Harrison County, Mississippi:

Lot Four (4), Block Two (2), Shannon Court, a subdivision in the City of Long Beach, Mississippi, as per map or plat thereof on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi. Together with all improvements situated thereon and all appurtenances in anywise appertaining thereto.

THIS ACT IS MADE, EXECUTED, AND ACCEPTED SUBJECT TO THE FOLLOWING:

All such dedications, restrictions, covenants, easements, rights-of-ways, servitudes, reservations, mineral conveyances, set-back lines, encroachments, overlaps, and to all other matters which might appear on the official subdivision map or a current and accurate survey of the property, and any rights appearing of record in the office of the Clerk and Recorder for the County of Harrison, State of Mississippi.

IT IS AGREED AND UNDERSTOOD that the taxes for the current year have been prorated as of this date based on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, then the grantor agrees to pay to said grantee or their assigns any deficit on actual proration and likewise, the grantee agrees to pay to grantor any amount overpaid by her.

THIS conveyance is subject to any and all protective covenants, building restrictions, rights of way, easements, mineral reservations, unrecorded servitudes and conveyances applicable to the above described property.

Signature page to follow.


MINUTES OF MAY 23, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

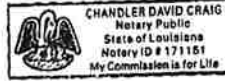
WITNESS MY SIGNATURE, on this 17th day of May, 2022

 (SEAL)
Jacqueline Ann Roberts

STATE OF LOUISIANA
PARISH OF ST. TAMMANY

On this 17th day of May, 2022, before me personally appeared Jacqueline Ann Roberts, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or they) executed it as his (or their) free act and deed.


Signature of notarial officer _____
Title and rank _____
Notary ID Number: _____, or
Attorney Bar Roll Number: _____



File No 22-1814TV

Warranty Deed

Page 2 of 2

SWEET RETREAT *SHORT TERM RENTAL AGREEMENT*

PRIMARY GUEST: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
PHONE: _____ CELL PHONE: _____
EMAIL: _____

OTHER PEOPLE STAYING AND/OR VISITING THE PREMISES AGREED TO IN THE INQUIRY PROCESS:
(*Primary Guest listed above takes full responsibility for anyone invited on the property*). Please list the names (with ages) of any children and the names (with cell phone #s) of any adults.

Vacation Rental Owner:

Denise Monroe
(508) 524-8484

Local Vacation Rental Manager:

Melody Cumberland
(228) 297-3600

1. Occupancy and visitors limited to people listed on this agreement. Breach of this restriction may result in a fine of \$100, and guests may be asked to leave if they were not disclosed and/or approved. This also means the property will not be used for functions (including family reunions or any other gatherings involving people other than those disclosed on the list).

Parking
2. Please park in the driveway / carport. Please do not park on the lawn, block the mailbox from receiving delivery, block vehicles from getting by (such as the bus, landscaping trucks, etc), or park in a way that blocks or is on the neighbors' property.

Trash
3. We take pride in how we care for and manage our home. Upon arrival, if you are not satisfied with the cleanliness of the premises, please notify us immediately! TRASH BINS GO OUT FRONT ON SUNDAY NIGHT - IF YOU ARE STAYING ON SUNDAY, PLEASE PUT THE BINS OUT FRONT EVEN IF THEY HAVE TRASH / RECYCLING LEFT IN THERE FROM SOMEONE ELSE. Pick-up happens very early on Monday mornings.

4. This property is set in nature, so while we do everything possible to mitigate the presence of "critters" (ants, spiders, wasps, bees, etc.), we can't guarantee you won't see any. As guests, cleaning up food and drinks as soon as possible, bagging all trash (no loose items thrown in the outside trash bin), making sure garbage lids are closed, and using clips to secure open bags of food all go a long way in helping to mitigate. If there's a problem that needs intervention, let us know right away so we can do our best to resolve the situation.

5. We ask that you be respectful of our property and our neighbors. For example, no excessive noise (esp at unreasonable hours), excessive/overflowing garbage, purposeful/careless damages, use of the premises for any immoral or unlawful purposes, or violation of any laws or ordinances. If we get a complaint from the neighbors or have reasonable suspicion to believe any of these things are going on, we will contact you and may cancel the

MINUTES OF MAY 23, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

down the drains besides water (no coffee grounds, grease, etc.). Please be sure to keep any strainers in place to help keep things like hair, food, etc. out of the drains. You should find a container to collect grease under the kitchen sink.

18. The Vacation Rental Owner may have security cameras on site as an added layer of protection. There are absolutely NO cameras inside the home, and the intended purpose would be for remote security of the property as it may also sometimes be vacant.

19. If there are any damages caused during your stay, please report them immediately. It is very difficult to prepare for the next guests when we are surprised by damages that need attention or items that need to be replaced! It is much easier to have the "heads up" and the time to obtain what is needed to rectify the situation for the next guests.

I have read and accept this agreement and the terms herein (3 pages)

Primary Guest (signature): _____ Date: _____

SWEET RETREAT *SHORT TERM RENTAL AGREEMENT*

PRIMARY GUEST:

ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
PHONE: _____ CELL PHONE: _____
EMAIL: _____

OTHER PEOPLE STAYING AND/OR VISITING THE PREMISES AGREED TO IN THE INQUIRY PROCESS:
(*Primary Guest listed above takes full responsibility for anyone invited on the property*). Please list the names (with ages) of any children and the names (with cell phone #s) of any adults.

Vacation Rental Owner:

Denise Monroe
(508) 524-8484

Local Vacation Rental Manager:

Melody Cumberland
(228) 297-3600

1. Occupancy and visitors limited to people listed on this agreement. Breach of this restriction may result in a fine of \$100, and guests may be asked to leave if they were not disclosed and/or approved. This also means the property will not be used for functions (including family reunions or any other gatherings involving people other than those disclosed on the list).

2. Please park in the driveway / carport. Please do not park on the lawn, block the mailbox from receiving delivery, block vehicles from getting by (such as the bus, landscaping trucks, etc), or park in a way that blocks or is on the neighbors' property.

3. We take pride in how we care for and manage our home. Upon arrival, if you are not satisfied with the cleanliness of the premises, please notify us immediately! TRASH BINS GO OUT FRONT ON SUNDAY NIGHT - IF YOU ARE STAYING ON SUNDAY, PLEASE PUT THE BINS OUT FRONT EVEN IF THEY HAVE TRASH / RECYCLING LEFT IN THERE FROM SOMEONE ELSE. Pick-up happens very early on Monday mornings.

4. This property is set in nature, so while we do everything possible to mitigate the presence of "critters" (ants, spiders, wasps, bees, etc.), we can't guarantee you won't see any. As guests, cleaning up food and drinks as soon as possible, bagging all trash (no loose items thrown in the outside trash bin), making sure garbage lids are closed, and using clips to secure open bags of food all go a long way in helping to mitigate. If there's a problem that needs intervention, let us know right away so we can do our best to resolve the situation.

5. We ask that you be respectful of our property and our neighbors. For example, no excessive noise (esp at unreasonable hours), excessive/overflowing garbage, purposeful/careless damages, use of the premises for any immoral or unlawful purposes, or violation of any laws or ordinances. If we get a complaint from the neighbors or have reasonable suspicion to believe any of these things are going on, we will contact you and may cancel the

remainder of your reservation without any refund of monies paid. Generally accepted "quiet hours" are from 10pm-7am

6. No guests should have anything shipped or mailed to the home. If you find it necessary to have something shipped from Amazon, please look into the nearest Amazon pickup station for a shipping address.

7. General maintenance of the grounds will happen periodically (such as mowing, spraying for mosquitos, trash pick-up, etc.). We will do our best to post any known dates/timelines of routine services, but those can sometimes vary. In the unlikely event there is a need to access the house for a service, guests would be given notice at least 30 min in advance (unless deemed an emergency such as a broken pipe)

8. The Vacation Rental Owner shall have no liability to Guests for inclement weather or closures/restrictions due to unforeseeable circumstances at the time of booking

9. Guests agree to hold the Vacation Rental Owner harmless of any injuries or claims caused by or contributed to by accidents, allergic reactions, or any other casualties or health problems which may arise during your stay or as a result of your stay. Safety precautions undertaken by the Vacation Rental Owner are not foolproof, and guests shall hold the Vacation Rental Owner harmless from all claims to person or property arising out of the use and occupancy of the premises.

10. Smoking of any kind is prohibited in our rental properties. Any cigarettes smoked outside should be properly disposed of and not left on the ground or brought into the house. If these rules are not followed, you will be charged a fee of no less than \$200.

11. In accordance with local laws, all automobiles must be licensed, insured and have a current inspection sticker. Please refrain from any vehicle repairs/maintenance on the property. If you plan to bring a commercial vehicle, boat or RV, please check with us beforehand for any special instructions and/or local ordinances that prohibit it. Please refrain from hooking up to any utilities or dumping waste anywhere in or on the property.

12. Please DO NOT serve red wine, rinfandel or sangria in the house. We ask that you please open it and consume it in our outdoor living spaces instead. The same precautions should be taken for dark juices and popsicles. All should be enjoyed outside to avoid any permanent stains/damages.

13. USE OF ANY DYES ON THE PROPERTY (EVEN OUTSIDE) IS STRICTLY PROHIBITED. THIS INCLUDES, BUT IS NOT LIMITED TO, HAIR DYES, FOOD DYES, AND CLOTHING DYES!!

14. Please DO NOT leave any fire unattended (this includes the gas grill), and be sure to extinguish the flame once you are done. Failure to do so could cause significant loss for which you would be responsible. We ask that candles not be used inside the home. If you find the need to use a candle, we ask that it be a jar candle and in the outdoor living space.

15. Should the property be destroyed by fire or other casualty so as to become unfit for occupancy, this agreement shall become null and void and all payments made hereunder shall be refunded to the Primary Guest, who agrees to hold the Vacation Rental Owner harmless in such a case. Should the property be rendered uninhabitable by an Act of God (including but not limited to hurricanes, storms, floods, environmental disaster, loss of utilities, etc.) during tenancy, reimbursement will be made on a per diem basis, and limited to the days the house is rendered uninhabitable. Power outages lasting less than 24 hours do not render the property "uninhabitable".

16. Please DO NOT move furniture to anywhere that it might cause damage or be damaged (for instance, please do not move inside furniture outdoors or move outdoor furniture anywhere it might cause damage to the lawn/property).

17. Please DO NOT flush anything down the toilet that is not paper toilet paper (no wipes, etc.) or put anything

MINUTES OF MAY 23, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

DWELLING FIRE POLICY NEW BUSINESS DECLARATIONS																							
<p>NAMED INSURED & MAILING ADDRESS DENISE MONROE 1748 BOCA RATON CT PUNTA GORDA, FL 33950</p>	<p>POLICY NUMBER: LSP600413412</p> <p>CD #: 802</p> <p>AGENCY NAME & ADDRESS 803736 - OAKTRUST INSURANCE GROUP LLC 14507 LEMOYNE BLVD BILLOXI, MS 39532 (228) 354 0877</p>																						
<p>Policy Period: From 01/29/2024 to 01/29/2025 12:01 a.m. Standard Time at the Described Location(s)</p>																							
<p>This Certificate of Insurance is issued in accordance with the authorization granted and Undersigned by SUTTON SPECIALTY INSURANCE COMPANY, herein after called "the Company". This Insurance applies to the Described Location(s). Coverage for which a Limit or Premium is shown and Perils Insured Against for which a Premium is stated.</p> <p>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.</p>																							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">MINIMUM EARNED PREMIUM: 25%</td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> <tr> <td>NO FLAT CANCELLATIONS</td> <td>DWELLING FIRE</td> <td style="text-align: right;">\$3,221.00</td> </tr> <tr> <td></td> <td>POLICY FEE</td> <td style="text-align: right;">\$150.00</td> </tr> <tr> <td></td> <td>MWUA FEE</td> <td style="text-align: right;">\$101.13</td> </tr> <tr> <td></td> <td>STAMPING FEE</td> <td style="text-align: right;">\$8.43</td> </tr> <tr> <td></td> <td>STATE TAX</td> <td style="text-align: right;">\$134.84</td> </tr> <tr> <td></td> <td>TOTAL PREMIUM</td> <td style="text-align: right;">\$3,615.40</td> </tr> </table>			MINIMUM EARNED PREMIUM: 25%			NO FLAT CANCELLATIONS	DWELLING FIRE	\$3,221.00		POLICY FEE	\$150.00		MWUA FEE	\$101.13		STAMPING FEE	\$8.43		STATE TAX	\$134.84		TOTAL PREMIUM	\$3,615.40
MINIMUM EARNED PREMIUM: 25%																							
NO FLAT CANCELLATIONS	DWELLING FIRE	\$3,221.00																					
	POLICY FEE	\$150.00																					
	MWUA FEE	\$101.13																					
	STAMPING FEE	\$8.43																					
	STATE TAX	\$134.84																					
	TOTAL PREMIUM	\$3,615.40																					

DF2016 (04/16)

Page 1 of 4

NAMED INSURED: DENISE MONROE		POLICY NUMBER: LSP600413412
<p>LOCATION #1 - 105 SHANNON DRIVE LONG BEACH MS 39560 - HARRISON COUNTY</p>		
COVERAGE	LIMIT	PREMIUM
DWELLING FIRE		
COVERAGE A - DWELLING (ACV)	\$175,000	\$2,464.00
COVERAGE B - OTHER STRUCTURES	\$5,000	\$70.00
COVERAGE C - PERSONAL PROPERTY (ACV)	\$10,000	\$141.00
COVERAGE E - ADDITIONAL LIVING EXPENSE	\$15,000	\$211.00
PREMISES LIABILITY	\$300,000	\$111.00
MEDICAL PAYMENTS TO OTHERS	NOT INCL	NOT INCL
ORDINANCE OR LAW - 10%		INCL
WATER BACKUP	\$10,000	\$111.00
VANDALISM OR MALICIOUS MISCHIEF	\$205,000	\$113.00
DEDUCTIBLES		
AOP DEDUCTIBLE: \$2,500		
WIND/HAIL DEDUCTIBLE: 5%		
	TOTAL BASE PREMIUM: \$3,221.00	
RATING FACTORS & UNDERWRITING INFORMATION:		
<p>POLICY FORM: DP3 OCCUPANCY: SECONDARY/SEASONAL (W/SHORT TERM RENTAL) DISTANCE TO COAST: 1 0000 MILES TERRITORY: A PROTECTION CLASS: 2 CONSTRUCTION TYPE: FRAME</p> <p>YEAR OF CONSTRUCTION: 1950 YEAR OF WIRING UPDATES: 2018 YEAR OF PLUMBING UPDATES: 2018 YEAR OF HEATING UPDATES: 2018 YEAR OF ROOFING UPDATES: 2023 ROOF AGE: 1 YEARS</p> <p># OF NON-WIND LOSSES: NONE # OF WIND LOSSES: NONE</p>	<p>NUMBER OF STORIES: 1 SQUARE FOOTAGE: 1,036 FOR SALE: NO ON HISTORICAL REGISTRY: NO IN GATED COMMUNITY: NO RENTAL TERM: LESS WEEK</p> <p>ROOF CONSTRUCTION: SHINGLE RATED FOR HIGH WIND SPEEDS ROOF GEOMETRY: GABLE ROOF ROOF SHEATHING: OTHER/UNKNOWN ROOF ANCHOR: OTHER/UNKNOWN OPENING PROTECTION: OTHER/UNKNOWN</p> <p>PRIOR INSURANCE: PRIOR INSURANCE W/ NO LAPSE</p>	
<p>PROTECTIVE DEVICE(S): SMOKE DETECTORS</p>		

This Certificate shall not be valid unless signed by Johnson & Johnson Inc.
Dated at Charleston, South Carolina on 02/01/2024

By
Producing Agent: FRANCIS G JOHNSON

DF2016 (04/16)

Page 2 of 4

MINUTES OF MAY 23, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

NAME INSURED: DENISE MONROE POLICY NUMBER: LSP600413412

LOCATION #1 - 105 SHANNON DRIVE LONG BEACH MS 38560 - HARRISON COUNTY

COVERAGE	LIMIT	PREMIUM
DWELLING FIRE		
COVERAGE A - DWELLING (ACV)	\$175,000	\$2,464.00
COVERAGE B - OTHER STRUCTURES	\$5,000	\$70.00
COVERAGE C - PERSONAL PROPERTY (ACV)	\$10,000	\$141.00
COVERAGE E - ADDITIONAL LIVING EXPENSE	\$15,000	\$211.00
PREMISES LIABILITY	\$300,000	\$111.00
MEDICAL PAYMENTS TO OTHERS	NOT INCL	NOT INCL
ORDNANCE OR LAW - 10%		INCL
WATER BACKUP	\$10,000	\$111.00
VANDALISM OR MALICIOUS MISCHIEF	\$205,000	\$113.00
DEDUCTIBLES		
AOP DEDUCTIBLE: \$2,500		
WIND/HAIL DEDUCTIBLE: 5%		
		TOTAL BASE PREMIUM: \$9,221.00

RATING FACTORS & UNDERWRITING INFORMATION:

POLICY FORM: DPS	NUMBER OF STORIES: 1
OCCUPANCY: SECONDARY/SEASONAL (W/SHORT TERM RENTAL)	SQUARE FOOTAGE: 1,036
DISTANCE TO COAST: 1.0000 MILES	FOR SALE: NO
TERRITORY: A	ON HISTORICAL REGISTRY: NO
PROTECTION CLASS: 2	IN FLEET COMMUNITY: NO
CONSTRUCTION TYPE: FRAME	RENTAL TERM: LESS WEEK
YEAR OF CONSTRUCTION: 1950	ROOF CONSTRUCTION: SHINGLE RATED FOR HIGH WIND SPEEDS
YEAR OF WIRING UPDATES: 2018	ROOF GEOMETRY: GABLE ROOF
YEAR OF PLUMBING UPDATES: 2018	ROOF SHEATHING: OTHER/UNKNOWN
YEAR OF HEATING UPDATES: 2018	ROOF ANCHOR: OTHER/UNKNOWN
YEAR OF ROOFING UPDATES: 2023	OPENING PROTECTION: OTHER/UNKNOWN
ROOF AGE: 1 YEARS	PRIOR INSURANCE: PRIOR INSURANCE W/ NO LAPSE
# OF NON-WIND LOSSES: NONE	
# OF WIND LOSSES: NONE	

PROTECTIVE DEVICE(S): SMOKE DETECTORS

This Certificate shall not be valid unless signed by Johnson & Johnson Inc. Dated at Charleston, South Carolina on 02/01/2024.

By *Francis G Johnson*

Producing Agent: FRANCIS G JOHNSON

DF2016 (04/16)

Page 2 of 4

NAME INSURED: DENISE MONROE POLICY NUMBER: LSP600413412

SCHEDULE OF FORMS AND ENDORSEMENTS

FORM NUMBER	FORM NAME
DP 00 03 12 02	DWELLING PROPERTY 3 - SPECIAL FORM
DP 04 76 12 02	ACTUAL CASH VALUE LOSS SETTLEMENT
JJ-UTS-858 02-98	ANIMAL EXCLUSION
LMA5019 (09/05)	ASBESTOS ENDORSEMENT
REF 2962 (06/02/03)	BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION
REF 1331 20/4/61	CANCELLATION CLAUSE
LMA5393 03-20	COMMUNICABLE DISEASE ENDORSEMENT
DF2016 (04/16)	DWELLING FIRE DECLARATIONS
EDE (06/10)	EXISTING DAMAGE EXCLUSION ENDORSEMENT (PERSONAL LINES)
JJ-DPS-94 (02-05)	EXTERIOR INSULATION AND FINISH SYSTEM EXCLUSION
IL P 015 01 07	FLOOD AND EARTH MOVEMENT LOSSES NOT COVERED ADVISORY NOTICE TO POLICYHOLDERS
REF5062 04/06/2006	FRAUDULENT CLAIM CLAUSE
LMA9137 06-17	MISSISSIPPI INFORMATIONAL NOTICE FOR SURPLUS LINES PERSONAL LINES POLICIES
MPL144 (02/09)	MOLD EXCLUSION
DL 24 16 12 02	NO COVERAGE FOR HOME DAY CARE BUSINESS
SSI-SOP-001 (11-2020)	NOTICE OF SERVICE OF SUIT
REF 1257 17/3/60	NUCLEAR INCIDENT EXCLUSION CLAUSE
JJ-DPS 3 (8-14)	PERMITTED VACANCY CLAUSE
DL 24 01 12 02	PERSONAL LIABILITY
JIC 3 07 20	POLICY JACKET
DL 24 11 07-14	PREMISES LIABILITY (NON-OWNER OCCUPIED DWELLING)
HEFS401 11-19	PROPERTY CYBER AND DATA EXCLUSION
REF 1191 (7/5/59)	RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE
LMA3100 15/09/10	SANCTION LIMITATION AND EXCLUSION CLAUSE
S&C 1 04-18	SECURITY ENDORSEMENT
REF 2340 1/11/1988	SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION U.S.A. & CANADA
JJ-UTS-4066 (7-10)	SPECIFIC BUILDING MATERIALS EXCLUSION - PROPERTY
ILP022 01 07	STATEMENT REGARDING FLOOD INSURANCE ADVISORY NOTICE TO POLICYHOLDERS
SS Privacy 10 21	SUTTON NATIONAL PRIVACY POLICY
SSP1-11-2020	SUTTON SIGNATURE PAGE
HD1010 (03/10)	TAINTED DRYWALL MATERIAL EXCLUSION
TLD05 (05/07)	TOTAL OR CONSTRUCTIVE LOSS CAUSE
JJ-UTS-3156 (8-04)	THAMPOLINE LIABILITY EXCLUSION
IL P 001 01 04	US TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
NMA2918 (08/10/2001)	WAR & TERRORISM ENDORSEMENT
DP 04 95 01 09	WATER BACK-UP AND SUMP DISCHARGE OR OVERFLOW
DP 03 12 12 02	WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE

SURPLUS LINES LICENSEE:

Francis G Johnson
PO Box 699
Charleston SC 29402
LICENSE #: 10152301

F2016 (04/16)

Page 3 of 4

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

NAMED INSURED: DENISE MONROE

POLICY NUMBER: LSP600413412

SCHEDULE OF LIENHOLDERS AND ADDITIONAL INSUREDS	
Location #1/Building #1	
PRIMARY MORTGAGEE	
SELECT PORTFOLIO SERVICING INC	
ISAOA	
PO BOX 7277	
SPRINGFIELD, OH 45501	
LOAN/ACCOUNT #: 0031907397	

DF2016 (04/16)

Page 4 of 4

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

It came for discussion under New Business a Short-Term Rental for the property located at 3 Chimney Cross, Tax Parcel 0712D-03-045.000, submitted by Thomas Lloyd and Crystal Preston-Lloyd (owners) and Regina Warren (property manager), as follows:

MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

PROPERTY INFORMATION:
ADDRESS: 3 Chimney Cross, Long Beach, MS Tax Parcel # 07120-03-045
 (Location of Short-Term Rental) JSD

OWNER'S INFORMATION:
 Property Owner's Name: Thomas Lloyd and Crystal Preston-Lloyd
 Property Owner's Address: 530 Hurst Dr. McDonough, GA 30252
 Property Owner's Mailing Address, if different from above:
530 Hurst Dr. McDonough, GA 30252
 City State Zip

Property Owner's Phone No: 404-569-5189 Email Address: Thomas Lloyd Tommylloyd453@gmail.com
678-878-1674 (Crystal Preston-Lloyd) cp104d13@netmail.com
 Is there a homeowner's association for the neighborhood? Yes If so, please provide written statement of support of short term rental?

PROPERTY MANAGER INFORMATION:
 Property Manager's Name: Regina Warren
 Property Manager's Address: (Must be a local contact)
20394 Hayes Rd. Long Beach MS 39560
 City State Zip
 Property Manager's Phone No: 228-860-1956 Email Address: sinqm w37@aol.com

- PLEASE PROVIDE THE FOLLOWING:**
- Mississippi Sales Tax ID # V R660
 - Recorded Warranty Deed
 - Parking Rules & Plan
 - Trash Management Plan
 - Copy of Proposed Rental Agreement
 - Proof of Liability Insurance, which includes short term rental coverage

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

AFFIDAVIT

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

Thomas Lloyd PRINT NAME [Signature] SIGNATURE May 6, 2024 DATE

BELOW IS FOR OFFICE USE ONLY			
Maximum Occupancy:	Maximum Vehicles allowed:	Number of bedrooms:	Number of people home can accommodate:
<u>8</u>	<u>4</u>	<u>3</u>	<u>8</u>

I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES; AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.
 Building Official Signature: [Signature] Date: 5/9/24
 Fire Inspector Signature: _____ Date: _____

COMMENTS: _____

Date Received: <u>5/6/24</u>
Agenda Date: <u>5/23/24</u>
Amount Due/Paid: <u>250.00</u>
Payment Method: <u>468</u>

MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



I, Thomas Lloyd, owner of the property located at 3 Chimney Cross, Tax Parcel _____, affirm that I am in compliance with building codes, deed restrictions and/or covenants, and have paid all applicable taxes, fees and other charges. I acknowledge that a violation of the ordinances of the City of Long Beach shall result in the suspension or revocation of the permit.

[Signature]
signature

May 6, 2024
date

Tax Document

From: Tommy Lloyd & Crystal Preston-Lloyd
3 Chimney Cross, Long Beach, MS 39560

To: City of Long Beach

The following taxes and fees are remitted by VRBO.

- State sales tax (Paid to State of Mississippi)
- Local sales tax (Paid to City of Long Beach)
- Accommodation Tax (Paid to Harrison County)
- Lodging tax (Paid to Harrison County)



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

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

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, MARTHA MILLER HACKNEY and husband, RICHARD THOMAS HACKNEY, of 2336 Young Drive, Atlanta, GA 30337, (706) 255-2085, do hereby sell, convey and warrant unto THOMAS W. LLOYD and wife, CRYSTAL PRESTON-LLOYD, of 530 Hulet Drive, McDonough, GA 30252, 678-878-1674, as joint tenants with full rights of survivorship and not as tenants in common, the following described real property situated in Harrison County, First Judicial District, State of Mississippi, described as:

Lot 3, CHIMNEY CROSS SUBDIVISION, a subdivision according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 22 at Page 36 thereof, reference to which is hereby made in aid of and as a part of this description.

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 Grantees.

MINUTES OF MAY 23, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Witness the signatures of the Clerk on this 30th day of September, 2022.

Martha Miller Hackney
MARTHA MILLER HACKNEY
Richard Thomas Hackney
RICHARD THOMAS HACKNEY

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named MARTHA MILLER HACKNEY and husband, RICHARD THOMAS HACKNEY, who acknowledged that they executed the above and foregoing instrument on the day and in the year therein written.

Given under my hand and official seal of office this 30th day of September, 2022.

Stephanie R. Gage
NOTARY PUBLIC
My Commission Expires: 10/08/2022

AFFIX SEAL



File No: 2025/00, 1070

Page 2

Trash Management Plan

For: Tommy Lloyd and Crystal Preston-Lloyd
3 Chimney Cross, Long Beach, MS 39560

To: City of Long Beach

We have two (2) trash cans and one (1) recycle can on site for trash. Trash and recyclables are picked up from residence on Monday's by Waste Management. Renters are advised as to when the trash is picked up and detailed instructions are emailed and posted for them to follow as to when and where to put the trash cans for pick up. Upon a renter checking out during the week, the cleaning service we use will come and put trash at the curb for pick up and to remove the cans from the curb after trash is picked up.

We have a large trash can in the kitchen and smaller ones in bathrooms for easy disposal of waste inside the house. Extra trash bags are on site as well. The Outside cans are on the garage side of the house with easy access to both cans.

Parking Plan

Parking for 3 Chimney Cross is designated by the dark blue shaded areas located on the following image. 2 parking spots in front of garage and 2 parking spots on side yard adjacent to garage.

The total number of vehicles to park at any given time is 4.

Please be mindful of the fire hydrant located to the right of the driveway.

Parking on the street curb is allowed but not recommended.

Thank you,
Tommy Lloyd

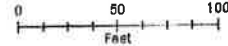
MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

My Map



HARRISON COUNTY, MISSISSIPPI

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY RECORDS MAINTAINED IN THE OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS AND IS NOT CONCLUSIVE AS TO LOCATION OR PROPERTY OR LEGAL OWNERSHIP.
MAP DATE: September 27, 2022



SHORT-TERM RENTAL AGREEMENT

1. **PARTIES.** This Vacation (Short Term) Rental Agreement (hereinafter the "Agreement") entered on _____ (mm/dd/yyyy), is made between: _____ (Hereinafter known as the "Guest") with a mailing address of _____ AND _____ ("Hereinafter known as the "Landlord") with a mailing address of _____, collectively referred to in this Agreement as the "Parties", hereby agree as follows:

2. **PREMISES.** The rental property, hereinafter known as the "Premises" is located at: _____ (Property Address)

3. **RENTAL TERM.** This term shall begin on _____ (mm/dd/yyyy) at _____ AM PM ("Move-in" date) and end on _____ (mm/dd/yyyy) at _____ AM PM ("Move-out" date). Together known as the "Rental Term".

4. **RENTAL RATE, FEES, DEPOSIT, & TOTAL.**

a. **RENTAL RATE.** The rent to be paid by the Guest to the Landlord throughout the term of this Agreement is equal to \$ _____, equal to _____ days at \$ _____ per day.

b. **FEES & TAXES.** The Guest will be responsible for paying for the following expenses (check all that apply):
 - Cleaning fee: \$ _____
 - Taxes: \$ _____
 - Other _____: \$ _____

c. **INITIAL DEPOSIT.** The Guest will be charged a Non-refundable Refundable (check one) deposit of \$ _____ that is due _____ days prior to the check-in

eSign

Page 1 of 6

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

date. If Refundable, the Landlord shall return the deposit (less any damages / excessive cleaning) to the Guest within _____ days after the check-out date.

- d. **TOTAL DUE.** The Total Amount the Guest is responsible for paying for are:
 Rental costs: \$ _____
 Cleaning fee: \$ _____
 Taxes: \$ _____
 Deposit: \$ _____
 TOTAL: \$ _____

- 5. **PAYMENT.** Acceptable payment methods include (check all that apply):
 - Credit / Debit Card
 - Check
 - PayPal / Venmo (Send to: _____)
 - Other _____

- 6. **PARKING.** The Guest (check one):
 - Is allotted _____ parking space(s). Location of the space(s): _____
 - Is NOT allotted any parking spaces (Guest is limited to street or non-reserved parking).

- 7. **TRASH DISPOSAL.** Guest shall dispose of all waste during the rental term by the following means: _____

- 8. **KEYS.** All keys are to be picked up at the beginning of the Rental Term at _____ and shall be returned at the end of the Rental Term at _____. It is strongly advised that the Guest test all keys upon Move-in.

eSign

- 9. **PETS.** The Guest is (check one):
 - NOT permitted to have pets of any nature on the Premises.
 - Permitted to have _____ pet(s) on the Premises, ONLY consisting of _____ (write "all" if no pet restrictions").

- 10. **CONTACT INFORMATION.** The Guest can contact the following individual for questions or concerns during the Rental Term:

Landlord / Agent's Name: _____
 Address: _____
 Telephone: _____
 Email: _____

- 11. **OCCUPANCY LIMIT.** The rental rate is based upon a maximum occupancy of two (2) occupants per bedroom. Occupancy (having more than two persons per bedroom) is a serious violation and breach of Agreement, and the Landlord reserves the right to deny access or to have the premises vacated with no refund of monies.

- 12. **CANCELLATION.** If Guest cancels their reservation within ten (10) days of the Move-in date, the Initial Deposit will be forfeited.

- 13. **SUBLETTING.** The Guest shall not sublet the Premises without the written consent of the Landlord.

- 14. **ENTRY.** The Landlord shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of any repair, modification, alteration, installation, or other reasonable action, so long they provide at least twenty-four (24) hours' notice to the Guest.

- 15. **WAIVER.** No delay or failure of the Landlord to enforce any part of this Agreement shall be deemed as a waiver thereof, nor shall any acceptance of any partial payment of rent or any other amount due be deemed a waiver of the Landlord's right to the entire amount due.

eSign

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

- 16. **MAINTENANCE.** The Guest shall maintain the premises in a good, clean, and ready to rent condition, and use the premises only in a careful and lawful manner. The Guest shall leave the premises in a ready to rent condition at the expiration of the rental agreement, defined by the Landlord as being immediately habitable by proceeding guests. The Guest shall pay for maintenance and repairs should the premises be left in a lesser condition. The Guest agrees that the Landlord shall deduct costs of said services from the security deposit prior to refund if tenants cause damage to the premises or its furnishings.
- 17. **NOTICES.** Any and all notices sent by the Landlord or the Guest to each other shall be sent to the addresses as located on the first page of the Agreement.
- 18. **POSSESSION & SURRENDER.** Guest shall be entitled to possession of the Premises on the 1st day of the Rental Term. Upon termination of the Agreement, Guest shall peacefully surrender the Premises to the Landlord in good condition, as it was at the commencement of the Agreement, excluding reasonable wear and tear.
- 19. **JOINT AND SEVERAL.** If the Guest is comprised of more than one person, each person shall be jointly and severally liable under this Agreement.
- 20. **ATTORNEY'S FEES.** Guest agrees to pay for all reasonable costs, attorney's fees, and expenses that result from the Landlord enforcing this Agreement.
- 21. **REFUNDS.** The Guest shall not receive a refund due to a shortened stay and/or poor experience that resulted from unfavorable weather conditions.
- 22. **LIABILITY.** The Landlord is not liable for any loss or damage to the personal property of the Guest or their guests, unless the loss is a direct result of the Landlord's action. The Guest is liable for the acts of anyone listed in this Agreement in addition to any guest that they should allow on the Premises. Tenants expressly recognize that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenants, and that Tenants should purchase their own insurance for Tenants and Guests if such coverage is desired.

eSign

Page 4 of 6

- 23. **HAZARDOUS MATERIALS.** The Guest agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, ammunition, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.
- 24. **ENTIRE AGREEMENT.** This Agreement contains all of the terms agreed to by the Parties and may be modified or amended only by written agreement signed by the Landlord and Guest. This Agreement replaces all previous discussions, understandings, and oral agreements. The Parties agree to the terms and conditions and shall be bound until the termination of the Agreement.
- 25. **GOVERNING LAW.** This Agreement shall be governed by the laws of the state of _____.
- 26. **LEAD BASED PAINT.** The Premises (check one):
 - Was not built prior to 1978.
 - Was built prior to 1978. An attachment titled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" has been affixed to the Agreement and must be initialed and signed by the Parties.

27. **ADDITIONAL PROVISIONS.**

eSign

Page 5 of 6

MINUTES OF MAY 23, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed on the day and year first above written.

Landlord's Signature: _____ Date: _____
Printed Name: _____

Guest's Signature: _____ Date: _____
Printed Name: _____

Guest's Signature: _____ Date: _____
Printed Name: _____

eSign

Page 6 of 6

BOOKING CONFIRMATION

Hi _____,

We appreciate you choosing _____ for your stay. Please sign the attached lease agreement and deliver the required payment below to the listed address.

If you have any questions, don't hesitate to reach out!

Thank you,

(Owner / Manager)

PROPERTY INFORMATION			
Street: _____	Unit: _____		
City: _____	State: _____	ZIP: _____	

RESERVATION INFORMATION			
Check-in: ____ / ____ / ____	after ____:	____	<input type="checkbox"/> AM <input type="checkbox"/> PM
Check-out: ____ / ____ / ____	before ____:	____	<input type="checkbox"/> AM <input type="checkbox"/> PM
Number (#) of Adults: ____	Number (#) of Children (under 18): ____	# of Pets: ____	

RATE & FEES	
UPFRONT DEPOSIT: \$ _____	due _____ day(s) prior to Check-in.
Total booking time: _____ days @ \$ _____	/ day = \$ _____
+ Cleaning fee:	\$ _____
+ Misc. fee:	\$ _____
+ Sales tax:	\$ _____
- Upfront deposit:	\$ _____
= TOTAL: \$ _____	Due before ____ / ____ / ____
Accepted payment methods: <input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Credit <input type="checkbox"/> PayPal <input type="checkbox"/> Venmo	

eSign

MINUTES OF MAY 23, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION



DWELLING PROPERTY DECLARATIONS
THIS IS **NOT** A BILL.
Payment notice will be sent separately to: Insured

POLICY NUMBER
Y020243725
Amended
Change Effective:
03/20/2024

Insured
Thomas Lloyd
530 HUIET DRIVE
MCDONOUGH, GA 30252

AGENCY TSTM62
803714 Lemon Mohler Insurance Agency
11240 HIGHWAY 49STE D
GULFPORT, MS 39503

PHONE NUMBER: (228) 248-0812

Additional Insured
Name: Crystal Preston-Lloyd
Address: 530 Huiet Drive, McDonough, GA 30252
Relationship to Insured: Spouse

POLICY PERIOD: 03/19/2024 to 03/19/2025. Each period begins and ends at 12:01 AM standard time at the Insured location.
INSURED LOCATION: 3 CHIMNEY CROSS
LONG BEACH, MS 39500

Coverage is provided where a premium or limit is shown for the coverage.

BREAKDOWN OF PREMIUM:

Coverages	Limit	Premium
COVERAGE A - Dwelling	\$250,000	\$6,943.00
COVERAGE B - Other Structures	\$25,000	Incl
COVERAGE C - Personal Property	\$25,000	\$200.00
COVERAGE D - Fair Rental Value	\$50,000	Incl
COVERAGE L - Premises Liability	\$300,000	\$100.00
COVERAGE M - Medical Payments to Others	\$5,000/\$25,000	\$25.00
Dwelling Replacement Cost Loss Settlement		Incl
Mold and Remediation - Property	\$10,000	Incl
Mold Exclusion - Liability		Incl
Personal Property Replacement Cost Loss Settlement		Incl
Property Manager - Premises Liability		Incl
Water Backup and Sump Overflow	\$25,000	\$95.00
Water Damage Coverage	\$25,000	-\$41.00
Windstorm or Hail Exclusion		-\$6,075.00
Inspection Fee		\$45.00
Policy Fee		\$25.00

Policy Discounts

Claims Free
Paperless

Dwelling Discounts

None

Total Policy Premium: \$1,317.00
Total Taxes & Fees: \$0.00

Total Cost: \$1,317.00

Note: A minimum earned premium of \$100.00 applies to this policy, plus any applicable fully earned fees and coverages

DW-CW-D-0001 (09/17)

Page: 5

POLICY NUMBER
Y020243725

DEDUCTIBLE (Section I Only):

The ACP Deductible is \$1,000.
The Water Backup and Sump Overflow Deductible is \$250.

- In case of a loss under Section I, we cover only that part of the covered loss over the deductible stated.

Additional Interests

Description of Interest: Mortgage
NONE

BASIC RATING INFORMATION:

PROGRAM	OCCUPANCY	RESIDENCE TYPE	CONSTRUCTION TYPE	YEAR BUILT	PROTECTION CLASS
DP-3	Resid	1 Family	Masonry/Veneer	1966	6

TERRITORY	SUPPLEMENTAL HEATING	OCCUPANCY DETAILS
	No	Short Term Rental

Liability Coverage Other Location(s):

NONE

APPLICABLE FORMS AND ENDORSEMENTS:

- D3-CW-C-0010 (07/17) Additional Living Expense or Fair Rental Value
- DW-CW-G-0001 (07/17) Condemnation Endorsement
- IP-CW-G-0012 (12/17) Construction Cost Index
- DW-CW-X-0004 (07/17) Criminal Acts Exclusion
- D3-CW-P-0001 (07/17) Dwelling Property 3 - Special Form
- DY-CW-X-0003 (07/17) Premises Liability Lead Paint Liability Exclusion
- DY-CW-X-0003 (07/17) Premises Liability Swimming Pool Slide and Diving Board Exclusion
- DY-CW-X-0002 (07/17) Premises Liability Fungal, Wet or Dry Rot, or Bacteria Exclusion
- D3-CW-C-0006 (07/17) Personal Property Replacement Cost
- DY-CW-C-0001 (07/17) Premises Liability Endorsement
- DY-CW-C-0005 (07/17) Property Manager - Premises Liability
- IP-CW-C-0004 (07/17) Reinstatement of Limit
- IL-CW-G-0001 (07/17) Signature Endorsement
- D3-MS-A-0001 (01/19) Special Provisions - Mississippi
- DW-CW-C-0004 (07/17) Reduction in Coverage when Vacant or Unoccupied
- D3-CW-C-0003 (07/17) Water Damage Coverage
- DW-CW-X-0005 (04/18) Windstorm or Hail Exclusion
- D3-CW-C-0007 (09/17) Water Backup and Sump Overflow

NOTICES:

- This Declarations replaces all previously issued policy Declarations, if any. This Declarations together with your policy and endorsements completes your policy. Refer to your policy and endorsements for details regarding your coverages, limits, and exclusions.
- **Notice Of Insurance Information Practices**
Personal information about you may be collected from persons other than you in connection with this application and subsequent renewals. Such information, as well as other personal and privileged information collected by us or by our agents, may in certain circumstances be disclosed to third parties. You have the right to review your personal information in our files and can request correction of any inaccuracies. A more detailed description of your rights and our practices regarding such information is available at www.thepecialty.com/privacy or upon request. Contact your agent for instruction on how to submit such a request to us.

DW-CW-D-0001 (09/17)

Page: 6

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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

It came for discussion under New Business, a Certificate of Resubdivision for the property located at 20030 Pineville Road, Tax Parcels 0511I-01-039.001 and 0511I-01-032.000, submitted by Godfrey F. Fayard (owner) and Danny Leggett (agent), as follows:

MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

Office use only
Date Received 4-30-24
Zoning R-1
Agenda Date 5-23-24
Check Number 2092

APPLICATION FOR CERTIFICATE OF RESUBDIVISION

- I. TYPE OF CASE: CERTIFICATE OF RESUBDIVISION
- II. ADVALOREM TAX PARCEL NUMBER(S): 0511E-01-039.000 + Parcel "B" of 0511E-01-032.000
- III. GENERAL LOCATION OF PROPERTY INVOLVED: East of Daugherty Rd; South of Patton Rd; North of Pineville Rd
- IV. ADDRESS OF PROPERTY INVOLVED: 20030 Pineville Rd; Long Beach, MS
- V. GENERAL DESCRIPTION OF REQUEST: Resubdivision of Parcel # 0511E-01-039.001 (1.28 Acres) & Parcel B" of 0511E-01-032.000 (1.2 Acres) into New Parcel (2.5 Acres)
- 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.

Modfrey A Fayard
Name of Rightful Owner (PRINT)

22041 Patton Rd
Owner's Mailing Address

Long Beach Ms. 39560
City State Zip

228-697 1097
Phone

Modfrey A Fayard
Signature of Rightful Owner Date

DANNY LEGGETT
Name of Agent (PRINT)

20032 PINEVILLE RD
Agent's Mailing Address

LONG BEACH MS. 39560
City State Zip

228 365 1807
Phone

Danny Leggett
Signature of Applicant Date

MINUTES OF MAY 23, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION



Prepared by and return to:
Schwartz, Ogler & Jordan, PLLC
2355 Pass Road
Littleton, MS 39321
(628) 348-7442
Our File No. 20240201

INDEX: 58-14 of the NE 1/4 of Section 10, T 9 S,
R 12 W, Long Beach, 1st JD Harrison County, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

OFFICIAL 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 of which is hereby acknowledged,

RICHARD L. BREWER and RAYNA WENERSKI BREWER, FKA RAYNA WENERSKI
2020 Pineville Rd
Long Beach, MS 39560
228-246-7669

do hereby sell, convey and quitclaim unto,

DANNY R. LEGGETT and WILMA M. LEGGETT,
as joint tenants with rights of survivorship and not as tenants in common
20036 Pineville Rd
Long Beach, MS 39560
228-265-1801

the following described property, together with the improvements situated thereon being located and situated in Harrison County, Mississippi, to-wit:

LEGAL DESCRIPTION

(PARCEL "B") PER SURVEY

A parcel of land situated in the Southeast 1/4 of the Northeast 1/4 of Section 10, Township 9 South, Range 12 West, Long Beach, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at a Mag Nail found in Pineville Road at the apparent Southwest corner of the Southeast 1/4 of the Northeast 1/4 of Section 10, Township 9 South, Range 12 West of a point; thence N 0° 11' 51" E 26.00 feet to an iron rod on the North margin of Pineville Road and the Point of Beginning, thence N 0° 11' 51" E 499.93 feet to an iron rod, thence S 88° 57' 40" W 11.41 feet to an iron rod, thence S 0° 02' 11" W 489.77 feet to an iron rod on the North margin of

Pineville Road, thence S 89° 02' 32" E 10.00 feet along said North margin to the Point of Beginning. Said parcel contains 5330 square feet or 0.12 acres. Bearings based on GPS Observations, Magnetic East Zone, convergence -0.136410, scale factor 0.999940 per survey by Gary A. Durbin, P.L.S., dated February 12, 2023.

***TITLE NOT EXAMINED**

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

TAXES for the current year are hereby assumed by the Grantees herein.

Witness my signature this the 7th day of June, 2024.

[Signature]
RICHARD L. BREWER
[Signature]
RAYNA WENERSKI BREWER

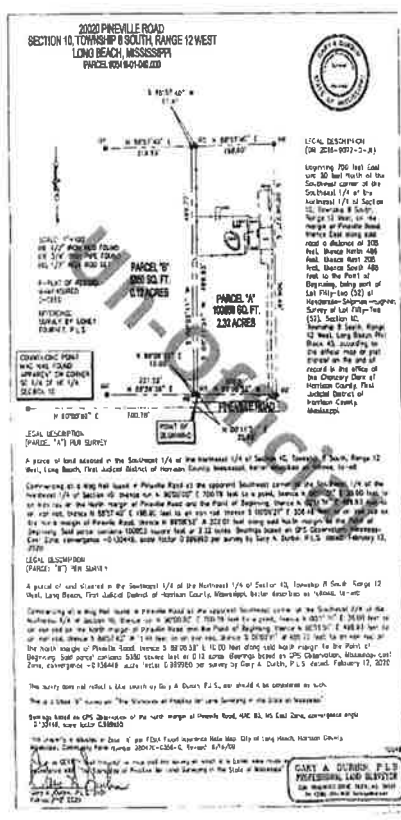
STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned Notary Public for the State of Mississippi, on this the 7th day of June, 2024, with my notations, the within named **RICHARD L. BREWER and RAYNA WENERSKI BREWER, FKA RAYNA WENERSKI**, who acknowledged that the above and foregoing instrument was their act and deed and executed as the free and voluntary act and deed of said Grantees on the day and in the year therein mentioned.



[Signature]
NOTARY PUBLIC

My Commission Expires



MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



Prepared by:
Deborah Kay Hester
221 W. Old Pass Road
Long Beach, MS 39560
228-663-0107

Return to:
Deborah Kay Hester
221 W. Old Pass Road
Long Beach, MS 39560

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

TITLE NOT EXAMINED

QUIT CLAIM DEED

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

GODFREY F. FAYARD, JR., GRANTOR, (widower of Shirley C. Fayard),
20041 Patton Road, Long Beach, MS 39560
228-697-1097;

do hereby sell, convey, and quit claim unto

ANNELL F. BAIM, GRANTEE,
7576 Road 905, Sneider, MS 39574
228-832-4015;

subject to a Life Estate reserved by GODFREY F. FAYARD, JR., the Grantor herein, the following described real property situated and located in the First Judicial District of Harrison County, Mississippi, more particularly and certainly described as follows:
(See Exhibit A attached) (Page 3)

INDEXING INSTRUCTIONS: SE 1/4 of NE 1/4 Of Section 10-4-12, First Judicial District of Harrison County, Mississippi, Bounded on the North by Patton Road, on the South by unknown, on the East by the Grantor herein, West by Daugherty Road.

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

All valorem taxes for the year 2016 are assumed by Grantor herein.

The above described property is not part of the Grantor's homestead.

WITNESS MY SIGNATURE, this the 25th day of FEBRUARY, 2016.

Godfrey F. Fayard Jr.
GODFREY F. FAYARD, JR.

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named GODFREY F. FAYARD, JR., who acknowledged that he signed, sealed and delivered the above and foregoing instrument on the day and in the year therein mentioned.

GIVEN under my hand and official seal, this the 25th day of FEBRUARY, 2016.

Deborah Kay Hester
NOTARY PUBLIC
MY COMMISSION EXPIRES: April 17, 2018



EXHIBIT A

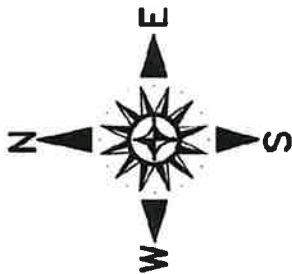
LEGAL DESCRIPTION

Beginning at a point which is Two Hundred Fifteen Feet East and 625 feet North of the Southwest Corner of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section Ten (10) Township Eight (8) South, Range Twelve (12) West, running thence North 178 feet, more or less, to the South line of the lane now in use; thence in a Southwesterly direction along the South line of said lane a distance of 215 feet, more or less to the East line of Daugherty Road; thence run South along the East line of Daugherty Road 178 feet; run thence East 215 feet to the place of beginning.

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

CERTIFICATE OF RESUBDIVISION

PAGE 2 OF 4



- LEGEND:**
- ⊕ CENTERLINE
 - IRON ROD FOUND
 - IRON ROD SET
 - ⊗ IRON PIPE FOUND
 - ⊞ FENCE CORNER POST
 - ⊘ POWER POLE
 - APS AS PER SURVEY
 - APR AS PER RECORD

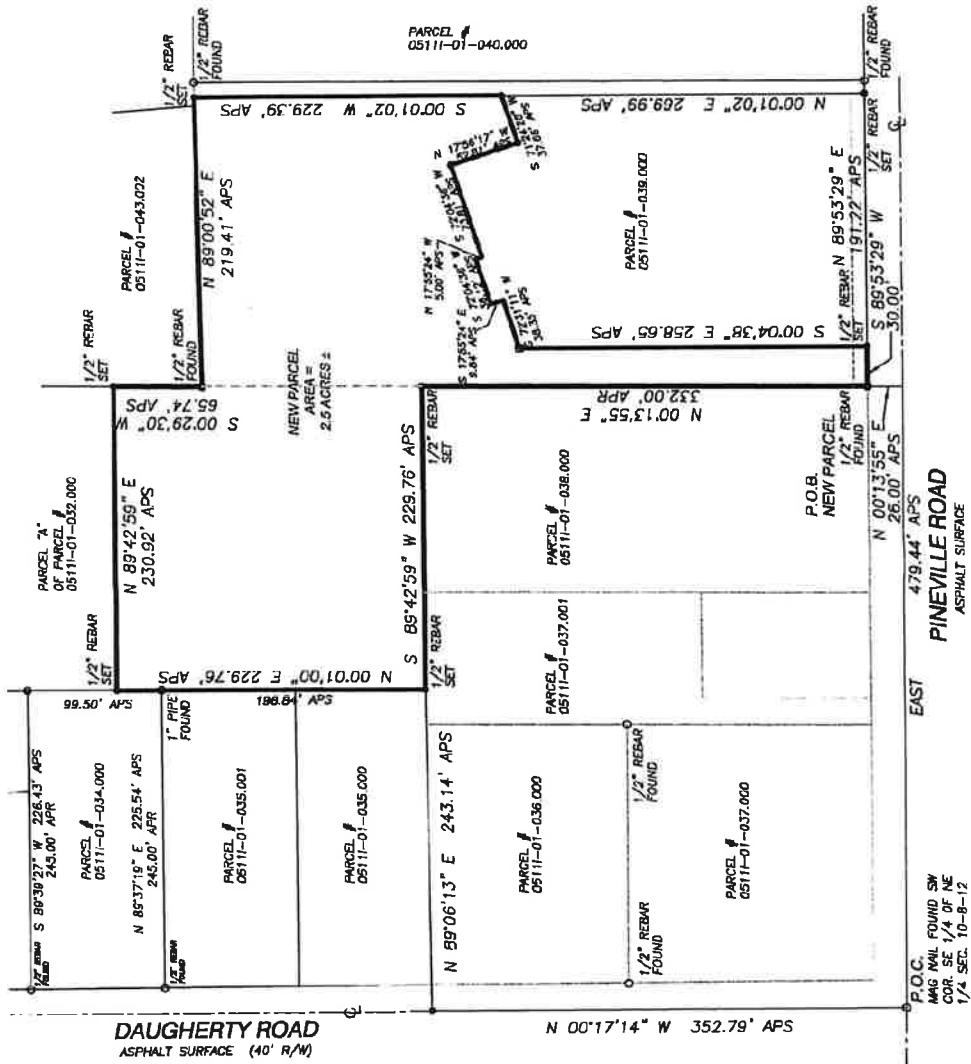
NOTES:

Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose. No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or municipal/public service facility. This survey meets Mississippi minimum requirements for a class "B" survey. Survey is valid only if print has original seal and signature of surveyor.



In consideration of the fee paid, I declare that this survey made by me or under my immediate supervision is true and correct to the best of my professional knowledge, information, and belief.

Duke Levy, RLS #1722



REFERENCES:

- 1) DEED BOOK 2016 PAGE 1248
- 2) DEED INSTRUMENT 2016-0001248-D-11
- 3) SURVEY BY DUKE LEVY; WO# 2022-115
- 4) DEED BOOK 1119 PAGE 0484
- 5) DEED INSTRUMENT 2021-0009230-D-11
- 6) SURVEY BY DUKE LEVY; WO# 2024-028
- 7) DEED INSTRUMENT 2006-0004712-D-11

THIS PROPERTY IS LOCATED IN FLOOD ZONE "X". THIS INFORMATION IS BASED ON FLOOD INSURANCE RATE MAP 28047C0356G, EFFECTIVE JUNE 16, 2009. IT IS CONTRACTORS RESPONSIBILITY TO VERIFY FLOOD ZONE AND BASE FLOOD ELEVATION PRIOR TO THE COMMENCING OF ANY WORK DEPENDANT ON SUCH INFORMATION. THE FLOOD ZONE SHOWN HEREON IS SUBJECT TO CHANGE WITHOUT NOTICE.

DUKE LEVY & ASSOCIATES, P.A.



4412 LEISURE TIME DRIVE
DIAMONDHEAD, MS 39525
(228) 343-9691 PHONE

SCALE 1" = 100' DATE: 03-07-2024

DRAWING: WO# 2024-028-2 CLIENT: LISA LEGGETT

BEARINGS REFERENCED TO GEODETIC BY GPS OBSERVATIONS

MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CERTIFICATE OF RESUBDIVISION

PAGE 3 OF 4

LEGAL DESCRIPTION: (NEW CREATED PARCEL AS PER SURVEY)

A parcel of land situated and being located in the SE 1/4 of the NE 1/4 of Section 10, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at a mag nail found at the southwest corner of said SE 1/4 of the NE 1/4 of Section 10; thence East 479.44 feet to a point; thence N 00°13'55" E 26.00 feet to a 1/2" rebar found on the north margin of Pineville Road and being the Point of Beginning; thence continue N 00°13'55" E 332.00 feet to a 1/2" rebar set; thence S 89°42'59" W 229.76 feet to a 1/2" rebar set; thence N 00°01'00" E 229.76 feet to a 1/2" rebar set; thence N 89°42'59" E 230.92 feet to a 1/2" rebar set; thence S 00°29'30" W 65.74 feet to a 1/2" rebar found; thence N 89°00'52" E 219.41 feet to a 1/2" rebar found; thence S 00°01'02" W 229.39 feet to a 1/2" rebar set in a fence line; thence S 71°24'28" W 37.66 feet to a 1/2" rebar set; thence N 17°56'17" W 52.81 feet to a 1/2" rebar set; thence S 72°04'36" W 73.81 feet to a 1/2" rebar set; thence N 17°55'24" W 5.00 feet to a 1/2" rebar set; thence S 72°31'11" W 36.12 feet to a 1/2" rebar set; thence S 17°55'24" E 9.84 feet to a 1/2" rebar set; thence S 72°31'11" W 36.35 feet to a fence post found; thence S 00°04'38" E 258.65 feet to a 1/2" rebar set on the north margin of said Pineville Road; thence S 89°53'29" W 30.00 feet along said north margin to the Point of Beginning. Said parcel of land contains 2.5 acres, more or less.

In accordance with Article II, Section 3 of the Code of Ordinances (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 two properties have been joined from Harrison County as valorem tax parcel # 05111-01-039.001 & parcel "B" (of resubdivision of parcel # 05111-01-032.000) into 1 new parcel.
The subject property is generally described as being located at #20030 Pineville Road.

LEGAL DESCRIPTION: Parcel # 05111-01-039.001 (PRIOR TO RECONFIGURATION)

A parcel of land situated and being located in the SE 1/4 of the NE 1/4 of Section 10, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at a mag nail found at the southwest corner of said SE 1/4 of the NE 1/4 of Section 10-8-12; thence East 479.44 feet to a point; thence N 00°13'55" E 26.00 feet to a 1/2" rebar found on the north margin of Pineville Road and being the Point of Beginning; thence continue N 00°13'55" E 496.03 feet to a 1/2" rebar found; thence N 89°00'52" E 219.41 feet to a 1/2" rebar found; thence S 00°01'02" W 229.39 feet to a 1/2" rebar set in a fence line; thence S 71°24'28" W 37.66 feet to a 1/2" rebar set; thence N 17°56'17" W 52.81 feet to a 1/2" rebar set; thence S 72°04'36" W 73.81 feet to a 1/2" rebar set; thence N 17°55'24" W 5.00 feet to a 1/2" rebar set; thence S 72°31'11" W 36.12 feet to a 1/2" rebar set; thence S 17°55'24" E 9.84 feet to a 1/2" rebar set; thence S 72°31'11" W 36.35 feet to a fence post found; thence S 00°04'38" E 258.65 feet to a 1/2" rebar set on the north margin of said Pineville Road; thence S 89°53'29" W 30.00 feet along said north margin to the Point of Beginning. Said parcel of land contains 1.28 acres, more or less.

LEGAL DESCRIPTION: Parcel "B" (AS PER SURVEY PRIOR TO RECONFIGURATION)

A parcel of land situated and being located in the SE 1/4 of the NE 1/4 of Section 10, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at a mag nail found at the southwest corner of said SE 1/4 of the NE 1/4 of Section 10-8-12; thence N 00°17'14" W 352.79 feet to a point; thence N 89°06'13" E 243.14 feet to a 1/2" rebar set; thence N 89°42'59" E 229.76 feet to a 1/2" rebar set at the Point of Beginning; thence N 00°13'55" E 164.03 feet to a 1/2" rebar found; thence N 00°29'30" E 65.74 feet to a 1/2" rebar set; thence S 89°42'59" W 230.92 feet to a 1/2" rebar set thence S 00°01'00" W 229.76 feet to a 1/2" rebar set; thence N 89°42'59" E 229.76 feet to the Point of Beginning.
Said parcel of land contains 1.2 acres, more or less.



DUKE LEVY & ASSOCIATES, P.A.

4412 LEISURE TIME DRIVE
DIAMONDHEAD, MS 39525
(228) 343-9691 PHONE



SCALE: 1" = 100'
DATE: 03-07-2024
DRAWING: W0# 2024 0000 CLIENT: Lisa Leggett

MINUTES OF MAY 23, 2024
REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CERTIFICATE OF RESUBDIVISION

PAGE 4 OF 4

CERTIFICATE OF OWNERSHIP

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

Signature of Owner or Owner's Agent: [Signature] Date: 4/1/2024

Subscribed and sworn to before me, in the presence this 3rd day of April, 2024, a Notary Public in and for the County of Harrison, State of Mississippi.



Signature of Notary Public: [Signature]

Date: 4/1/2024

CERTIFICATE OF SURVEY AND ACCURACY

I hereby certify that this map drawn by me or drawn under my supervision from actual survey made by me or actual survey made under my supervision and a deed description recorded in Deed Instrument 2020-0006449-D-11 in accordance with all applicable codes and ordinances. Witness my original signature, registration number and seal this the _____ day of _____, 2024.



Registered Land Surveyor: [Signature]

Seal: PS 1722

Registration Number

Subscribed and sworn to before me, in my presence this the 1st day of April, 2024, a Notary Public in and for the County of Harrison, State of Mississippi.

Signature of Notary Public: [Signature]

My Commission expires: 3/28/25

CERTIFICATE OF APPROVAL

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

Administrator _____ Date _____

PLANNING COMMISSION

Approved by the City of Long Beach Planning Commission at the regular meeting of said commission held on the _____ day of _____, 2024.

Planning Commission Chairman _____ Date _____

PLANNING COMMISSION

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

ADOPT: _____ ATTEST: _____

MAYOR _____ City Clerk _____

DUKE LEVY & ASSOCIATES, P.A.

4412 LEISURE TIME DRIVE
DIAMONDHEAD, MS 39525
(228) 343-9691 PHONE



SCALE: 1" = 100'	DATE: 03-07-2024
DRAWING: WCH# 2024-02B-2	C-IENT: Lisa Leggett

MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
Tina Dahl

From: Joe Culpepper <joe.culpepper@h2oinnovation.com>
Sent: Tuesday, April 30, 2024 1:16 PM
To: Tina Dahl
Cc: Robert Griffin
Subject: Re: 2 Certificates of Resubdivision, 20030 Pineville Road and 20041 Patton Road

I believe there will be no need for a special tap for this subdivide.

Joe
 Sent from my iPhone



overstreeteng.com
 161 Lameuse St. Suite 203
 Biloxi, MS 39530
 228.9677137

May 01, 2024

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

RE: Certificate of Subdivision – Tax Parcel No. 05111-01-039.001

Ladies and Gentlemen:

We have received a Certificate of Subdivision for the referenced property, which can be described as a parcel of land situated and being located in Section 10, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi. The submitted subdivision proposes to combine two parcels into one new parcel. With one parcel being an existing parcel and the other being the proposed parcel "B" from the certificate of resubdivision 05111-01-032.000. The proposed parcel will be nearly 2.5 Acres in size, with approx. 30 feet of street frontage on Pineville Road.

The Certificate itself has all the appropriate certifications and information. However, we do see an issue which is listed below:

- The proposed parcel was approved by the City in August of 2022 with only 30 feet of street frontage on Pineville Road, which does not meet the ordinance requirements of 35 feet. However, this non-conforming condition currently exists today.

As always, we have done our best to describe any deficiencies depicted in 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 MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

After considerable discussion, and upon recommendation made by the City Engineer, Commissioner Glenn made motion, seconded by Commissioner Suthoff and unanimously carried recommending to approve the application subject to approval of item number 12 on the agenda, as submitted.

It came for discussion under New Business, a Certificate of Resubdivision for the property located at 20041 Patton Road, Tax Parcel 0511I-01-032.000, submitted by Godfrey F. Fayard (owner) and Danny Leggett (agent), as follows:

MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

Office use only
Date Received 4-30-24
Zoning R-1
Agenda Date 5-23-24
Check Number 2092

APPLICATION FOR CERTIFICATE OF RESUBDIVISION

- I. TYPE OF CASE: CERTIFICATE OF RESUBDIVISION
- II. ADVALOREM TAX PARCEL NUMBER(S): 05111-01-032.000
- III. GENERAL LOCATION OF PROPERTY INVOLVED: 3.3 Acre Parcel East of Daugherty Rd & south of Patton Rd.
- IV. ADDRESS OF PROPERTY INVOLVED: 20041 Patton Rd; Long Beach, MS
- V. GENERAL DESCRIPTION OF REQUEST: Resubdivision of Parcel #05111-01-032.000 (3.3 Acres)
Into Parcel "A" (2.1 Acres) + Parcel "B" (1.2 Acres)
- 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 do hereby agree to all the rules and regulations as set forth in the Long Beach Zoning Ordinance and agree to pay all fees and charges as stated.

Godfrey K. FAYAD
Name of Rightful Owner (PRINT)

22041 Patton Rd
Owner's Mailing Address

Long Beach, MS 39560
City State Zip

228 697 1097
Phone

Godfrey Fayad
Signature of Rightful Owner Date

DANNY LEGGETT
Name of Agent (PRINT)

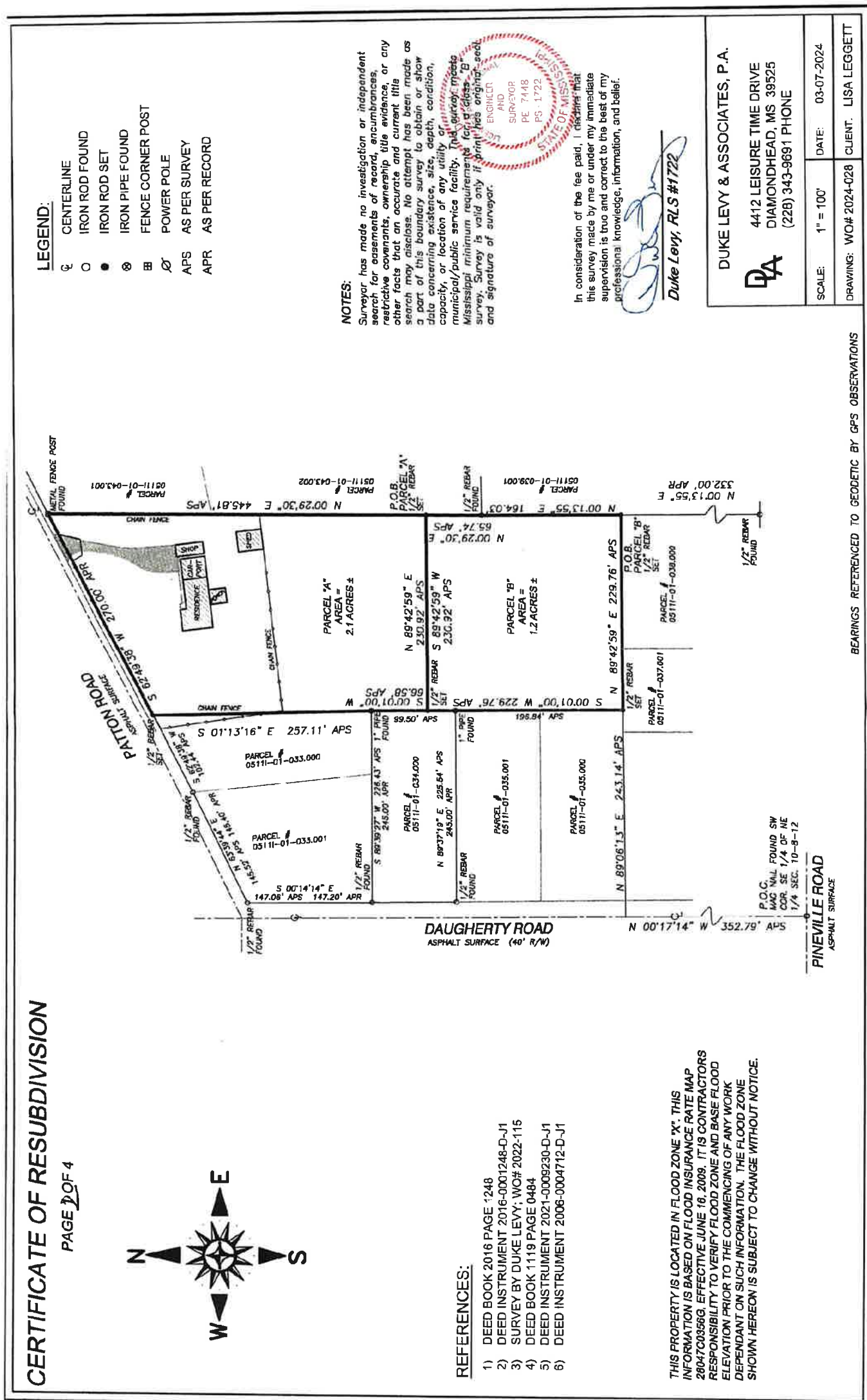
20032 Pineville Rd
Agent's Mailing Address

LONG BEACH MS 39560
City State Zip

228 365 1801
Phone

Danny Leggett
Signature of Applicant Date

MINUTES OF MAY 23, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION



MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CERTIFICATE OF RESUBDIVISION

PAGE 3 OF 4

In accordance with Article II, Section 3 of the Code of Ordinances (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 as valorem tax parcel # 05111-01-032.000 into 2 new parcels.
The subject property is generally described as being located AT 20041 Patton Road.

LEGAL DESCRIPTION: Parcel "A" (AS PER SURVEY)

A parcel of land situated and being located in the SE 1/4 of the NE 1/4 of Section 10, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at a mag nail found at the southwest corner of said SE 1/4 of the NE 1/4 of Section 10-8-12; thence N 00°17'14" W 352.79 feet to a point; thence N 89°06'13" E 243.14 feet to a 1/2" rebar set; thence N 89°42'59" E 229.76 feet to a 1/2" rebar set; thence N 00°13'55" E 164.03 feet to a 1/2" rebar found; thence N 00°29'30" E 65.74 feet to a 1/2" rebar set at the Point of Beginning; thence N 00°29'30" E 445.81 feet to a metal fence post found on the South margin of Patton Road; thence S 62°49'38" W along said South margin of Patton Road 270.00 feet to a 1/2" rebar set; thence S 01°13'16" E 257.11 feet to a 1" iron pipe found; thence S 00°01'00" W 66.58 feet to a 1/2" rebar set; thence N 89°42'59" E 230.92 feet to the Point of Beginning. Said parcel of land contains 2.1 acres, more or less.

LEGAL DESCRIPTION: Parcel "B" (AS PER SURVEY)

A parcel of land situated and being located in the SE 1/4 of the NE 1/4 of Section 10, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at a mag nail found at the southwest corner of said SE 1/4 of the NE 1/4 of Section 10-8-12; thence N 00°17'14" W 352.79 feet to a point; thence N 89°06'13" E 243.14 feet to a 1/2" rebar set; thence N 89°42'59" E 229.76 feet to a 1/2" rebar set at the Point of Beginning; thence N 00°13'55" E 164.03 feet to a 1/2" rebar found; thence N 00°29'30" E 65.74 feet to a 1/2" rebar set; thence S 89°42'59" W 230.92 feet to a 1/2" rebar set thence S 00°01'00" W 229.76 feet to a 1/2" rebar set; thence N 89°42'59" E 229.76 feet to the Point of Beginning.
Said parcel of land contains 1.2 acres, more or less.

LEGAL DESCRIPTION: (PRIOR TO RECONFIGURATION)

A parcel of land situated and being located in the SE 1/4 of the NE 1/4 of Section 10, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at a mag nail found at the southwest corner of said SE 1/4 of the NE 1/4 of Section 10-8-12; thence N 00°17'14" W 352.79 feet to a point; thence N 89°06'13" E 243.14 feet to a 1/2" rebar set; thence N 89°42'59" E 229.76 feet to a 1/2" rebar set at the Point of Beginning; thence N 00°13'55" E 164.03 feet to a 1/2" rebar found; thence N 00°29'30" E 511.54 feet to a metal fence post found on the South margin of Patton Road; thence S 62°49'38" W along said South margin of Patton Road 270.00 feet to a 1/2" rebar set; thence S 01°13'16" E 257.11 feet to a 1" iron pipe found; thence S 00°01'00" W 296.34 feet to a 1/2" rebar set; thence N 89°42'59" E 229.76 feet to the Point of Beginning. Said parcel of land contains 3.3 acres, more or less.



DUKE LEVY & ASSOCIATES, P.A.

4412 LEISURE TIME DRIVE
DIAMONDHEAD, MS 39525
(228) 343-9691 PHONE



SCALE: 1" = 100' DATE: 03-07-2024
DRAWING: WOC# 2024-028 CLIENT: Lisa Leggett

MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CERTIFICATE OF RESUBDIVISION

PAGE 4 OF 4

CERTIFICATE OF OWNERSHIP

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

Signature of Owner or Owner's Agent Lana Leggett 4/16/2024 Date

Signature of Notary Public Amy N Brady Notary Public

3rd day of April 2024

Subscribed and sworn to before me, in the presence this 3rd day of April 2024, a Notary Public in and for the County of Harrison, State of Mississippi.

Amy N Brady
Notary Public



My commission expires: 8/1/2024

CERTIFICATE OF SURVEY AND ACCURACY

I hereby certify that this map drawn by me or drawn under my supervision from actual survey made by me or actual survey made under my supervision and a deed description recorded in Deed Instrument 2020-0006449-D-J1 in accordance with all applicable codes and ordinances. Witness my original signature, registration number and seal this the _____ day of _____, 2024.

Registered Land Surveyor [Signature]



Seal

Registration Number PS 1724

Subscribed and sworn to before me, in my presence this the 1st day of April, 2024, a Notary Public in and for the County of Harrison, State of Mississippi.

Duke Levy
Notary Public

My Commission expires: 3/28/25

CERTIFICATE OF APPROVAL

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

Administrator _____ Date _____

PLANNING COMMISSION

Approved by the City of Long Beach Planning Commission at the regular meeting of said commission held on the _____ day of _____, 2024.

Planning Commission Chairman _____ Date _____

PLANNING COMMISSION

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

ADOPT: _____ ATTEST: _____

MAYOR _____ City Clerk _____

DUKE LEVY & ASSOCIATES, P.A.

4412 LEISURE TIME DRIVE
DIAMONDHEAD, MS 39525
(228) 343-9691 PHONE



SCALE: 1" = 100' DATE: 03-07-2024

DRAWING: WOR# 2024-028 CLIENT: Lisa Leggett

MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

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

May 01, 2024

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

RE: Certificate of Subdivision – Tax Parcel No. 05111-01-032.000

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 Section 10, Township 8 South, Range 12 West, 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 "A" will be nearly 2.1 Acres in size, with approx. 270 feet of street frontage on Patton Road. Proposed parcel "B" will be nearly 1.2 Acres in size, with approx. 0 feet of street frontage.

The Certificate itself has all the appropriate certifications and information. However, we do see an issue which is listed below:

- The proposed parcel "B" will have 0 feet of street frontage on Patton Road, which doesn't meet the ordinance requirements of 35 feet. However, the additional Certificate of Subdivision that is being proposed for Parcel No. 05111-01-039.001 intends to combine their existing lot and proposed parcel "B". Which will then use the existing driveway that has 30 feet of frontage on Pineville Road. We believe the approval of this certificate of resubdivision is contingent on the approval of the certificate of resubdivision of Parcel No. 05111-01.039.001.

As always, we have done our best to describe any deficiencies depicted in 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 MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

After considerable discussion, and upon recommendation made by the City Engineer, Commissioner Glenn made motion, seconded by Commissioner Suthoff and unanimously carried recommending to approve the application subject to the approval of item number 11 on the agenda, as submitted.

It came for discussion under New Business, a Certificate of Resubdivision for the property located at 5587 Daugherty Road, Tax Parcel 0511I-02-006.000, submitted by Lyra W. Allen, as follows:

MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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 5-1-24
Zoning R-1
Agenda Date 5-23-24
Check Number 3410

APPLICATION FOR CERTIFICATE OF RESUBDIVISION

TYPE OF CASE: CERTIFICATE OF RESUBDIVISION

AD VALOREM TAX PARCEL NUMBER(S): 05111-02-006.000

I. GENERAL LOCATION OF PROPERTY INVOLVED: Daugherty Rd

ADDRESS OF PROPERTY INVOLVED: 5587 Daugherty Rd Long Beach MS 39560

GENERAL DESCRIPTION OF REQUEST: Resubdivision of 5587 Daugherty Rd into
Into Two parcels

I. REQUIRED ATTACHMENTS:

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

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

VII. OWNERSHIP AND CERTIFICATION:

READ BEFORE EXECUTING, the applicant acknowledges that, in signing this application, all conditions and requirements inherent in the process have been fully explained and understood, including the timetable for processing the application, the completed application with all necessary documents and payments must be returned to the Planning office not later than fifteen (15) days before the 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.

Lyra W. Allen
Name of Rightful Owner (PRINT)

Name of Agent (PRINT)

5587 Daugherty Rd
Owner's Mailing Address

Agent's Mailing Address

Long Beach MS 39560
City State Zip

City State Zip

228-860-8070
Phone

Phone

Lyra W Allen 5-1-24
Signature of Rightful Owner Date

Signature of Applicant Date

MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

DURABLE GENERAL POWER OF ATTORNEY

I, LYRA W. ALLEN a resident of Harrison County, Mississippi, hereby appoint my son, Gerald E. Allen, as my true and lawful attorney, granting to him the general power, for me and in my name and on my behalf, to transact all business for me and to do all matters and things affecting me personally, as well as my entire business, property and assets, with the same effect as if I were personally present and acting for myself, including the power to purchase, sell, transfer, lease, mortgage, disclaim, and otherwise acquire, dispose and deal with all kinds of property, wherever located; to make gifts; to receive and receipt for all sums of money for payment due or to become due to me; to make deposits in and to draw checks or drafts on all accounts belonging to me in banks, savings and loan associations, brokerage houses, and similar institutions; to obtain information regarding all financial accounts which I have any interest, to have access to all financial accounts and safe deposit boxes held by me or in which I have any interest; to make, execute, acknowledge, deliver, receive and accept contracts, deeds, deeds of trust, bills of sale, assignments and any other instruments necessary to effectuate any matter or thing appertaining or belonging to me; to make gifts; and to make, execute and file Federal and state income and gift tax returns and all related documents and all applications for homestead exemption or other similar documents related to my tax liabilities.

This power of attorney shall not be affected by the subsequent disability or incapacity of the principal, or lapse of time.

If Gerald E. Allen is or becomes unable or unwilling to serve, then I appoint my daughter, Sheryl L. Allen, as my true and lawful attorney.

Page 1 of 2

I hereby revoke all general durable powers of attorney previously executed by me.

I hereby ratify and confirm whatever my attorney does cause to be done hereunder.

I, my successors, heirs, and assigns, hold my attorney harmless for all actions done by him pursuant to this general durable power of attorney, other than willful or wanton and gross negligence or fraud.

This Power of Attorney shall become effective only at the time that my primary care physician certifies that I am unable to attend to my own financial affairs.

IN WITNESS WHEREOF, I have set and subscribed my signature on this the 13th day of November 2019.

Lyra W. Allen
LYRA W. ALLEN

STATE OF MISSISSIPPI
COUNTY OF HARRISON

This day personally appeared before me, the undersigned authority and for the said county and state, LYRA W. ALLEN, who acknowledged that she executed the foregoing Durable General Power of Attorney, on the day and year. Written, answer on free and voluntary act.

This the 13th day of November 2019.

John Paul Barber
Notary Public

My Commission Expires:

05/23

Prepared by:
John Paul Barber
2598 Pass Road, Suite A
Biloxi, MS 39651
228-447-3522



Page 2 of 2

MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

HD 428 (1/98)

BOOK 1377 PAGE 272
DEED OF TRUST

ENTER

THIS INDENTURE, made and entered into this day by and between

GERALD K. ALLEN, SR. and wife, LYRA W. ALLEN

whose address is 1587 Daugherty Rd.
Long Beach Harrison MS 39560

as Grantor (herein designated as "Debtor"), and

KNOX WHITE

as Trustee, and HANCOCK BANK

of P.O. Box 4019 Gulfport

Mississippi as Beneficiary (herein designated as "Secured Party").

WITNESSETH:

WHEREAS, Debtor is indebted to Secured Party in the full sum of
TWENTY-TWO THOUSAND ONE HUNDRED SEVENTY-ONE AND 20/100

Dollars (\$ 22,171.20) evidenced by ONE promissory note of even
date herewith in favor of Secured Party, bearing interest from MATURITY at the rate
specified in the note, providing for payment of attorney's fees for collection if not paid
according to the terms thereof and being due and payable as set forth below.

Note payable in 59 monthly installments of \$369.52 each and a final installment
of \$369.52, said installments being paid successively on the 20th day of each
consecutive month until paid, beginning on October 20, 1991.

WHEREAS, Debtor desires to secure prompt payment of (a) the indebtedness described above
according to its terms and any extensions thereof, (b) any additional and future advances with interest
thereon which Secured Party may make to Debtor as provided in Paragraph 1, (c) any other indebted-
ness which Debtor may now or hereafter owe to Secured Party as provided in Paragraph 2 and (d) any
advances with interest which Secured Party may make to protect the property herein conveyed as
provided in Paragraphs 3, 4, 5 and 6 (all being herein referred to as the "Indebtedness").

NOW, THEREFORE, in consideration of the existing and future indebtedness herein recited, Debtor
hereby conveys and warrants unto Trustee the property described below situated in the First
Judicial District of HARRISON County, Mississippi:

A parcel of land situated and being located in the Northwest 1/4
of the Northeast 1/4 of Section 10, Township 8 South, Range 12
West, First Judicial District of Harrison County, Mississippi,
and being more particularly described as: Commencing at the
Northeast corner of the said Northwest 1/4 of the Northeast 1/4;
thence run South 00°05' West 322.0 feet along the East line of

BOOK 1377 PAGE 273

the said Northwest 1/4 of the Northeast 1/4; thence run South
89°39' West 21.1 feet to the West margin of Daugherty Road and
the Point of Beginning; thence continue South 89°39' West
188.90 feet; thence run South 00°05' West 323.45 feet and
parallel to the East line of the Northwest 1/4 of the Northeast 1/4
to the North margin of Lovers Lane; thence run North 97°51'
East 189.25 feet along the said North margin of Lovers Lane to
the West margin of Daugherty Road; thence run North 00°03' East
317.50 feet along the said West margin of Daugherty Road to the
Point of Beginning.

together with all improvements and appurtenances now or hereafter erected on, and all fixtures of any and every description now or hereafter
attached to, and property (all being herein referred to as the "Property").

THIS CONVEYANCE, HOWEVER, IS IN TRUST to secure prompt payment of all existing and future indebtedness due to Debtor to Secured
Party under the provisions of this Deed of Trust. If Debtor shall pay said indebtedness promptly when due and shall perfect all payments made by
Debtor, then this conveyance shall be void and of no effect. If Debtor shall be in default as provided in Paragraph 3, then, in that event, the entire
Indebtedness, together with all interest accrued thereon, shall, at the option of Secured Party, be and become at once due and payable without notice
to Debtor, and Trustee shall, at the request of Secured Party, sell any and every real estate owned by Debtor, the Property conveyed, or a sufficiency
thereof, to satisfy the Indebtedness at public outcry to the highest bidder for cash. Sale of the property shall be advertised for three consecutive
weeks preceding the sale in a newspaper published in the county where the Property is situated, or if none is so published, then in some newspaper
having a general circulation therein, and by posting a notice for the same time at the courthouse of the same county. The notice and advertisement
shall describe the nature of the original Debtors in this Deed of Trust. Debtor waives the provisions of Section 89-22 of the Mississippi Code of 1972 as
amended, in any, as far as the section restricts the right of Trustee to sell the same as if made at a time, and Trustee may offer the Property
herein conveyed as a whole, regardless of how it is described.

If the Property is situated in two or more counties, or in two judicial districts of the same county, Trustee shall have full power to select in which
county, or judicial district, the sale of the Property is to be made, newspaper advertisement published and notice of sale posted, and Trustee's
selection shall be binding upon Debtor and Secured Party. Should Secured Party be a corporation or an unincorporated association, then any officer
incumbent may declare Debtor to be in default as provided in Paragraph 3 and request Trustee to sell the Property. Secured Party shall have the same
right to purchase the Property at the foreclosure sale as would a purchaser who is not a party to this Deed of Trust.

From the proceeds of the sale Trustee shall first pay all costs of the sale including compensation to Trustee of ten percent of the sale proceeds,
then the Indebtedness due Secured Party by Debtor, including accrued interest and attorney's fees due for collection of the debt, and then, lastly,
any balance remaining to Debtor.

IT IS AGREED that this conveyance is made subject to the covenants, stipulations and conditions set forth below which shall be binding upon all
parties hereto:

1. This Deed of Trust shall also secure all future and additional advances which Secured Party may make to Debtor from time to time upon the
property herein conveyed. Such advances shall be optional with Secured Party and shall be on such terms as to amount, maturity and rate of interest
as may be mutually agreeable to both Debtor and Secured Party. Any such advance may be made in any one of the following ways: (a) by cash
payment, and (b) by check, shall be secured by this Deed of Trust to the same extent as if made by all Debtors.

2. This Deed of Trust shall also secure any and all other indebtedness of Debtor due to Secured Party with interest thereon as specified, or if any
one of the Debtors should there be more than one, whether direct or contingent, primary or secondary, sole, joint or several, now existing or
hereafter arising at any time before cancellation of this Deed of Trust. Indebtedness may be evidenced by note, open account, check, order, under-
stand, guaranty or otherwise.

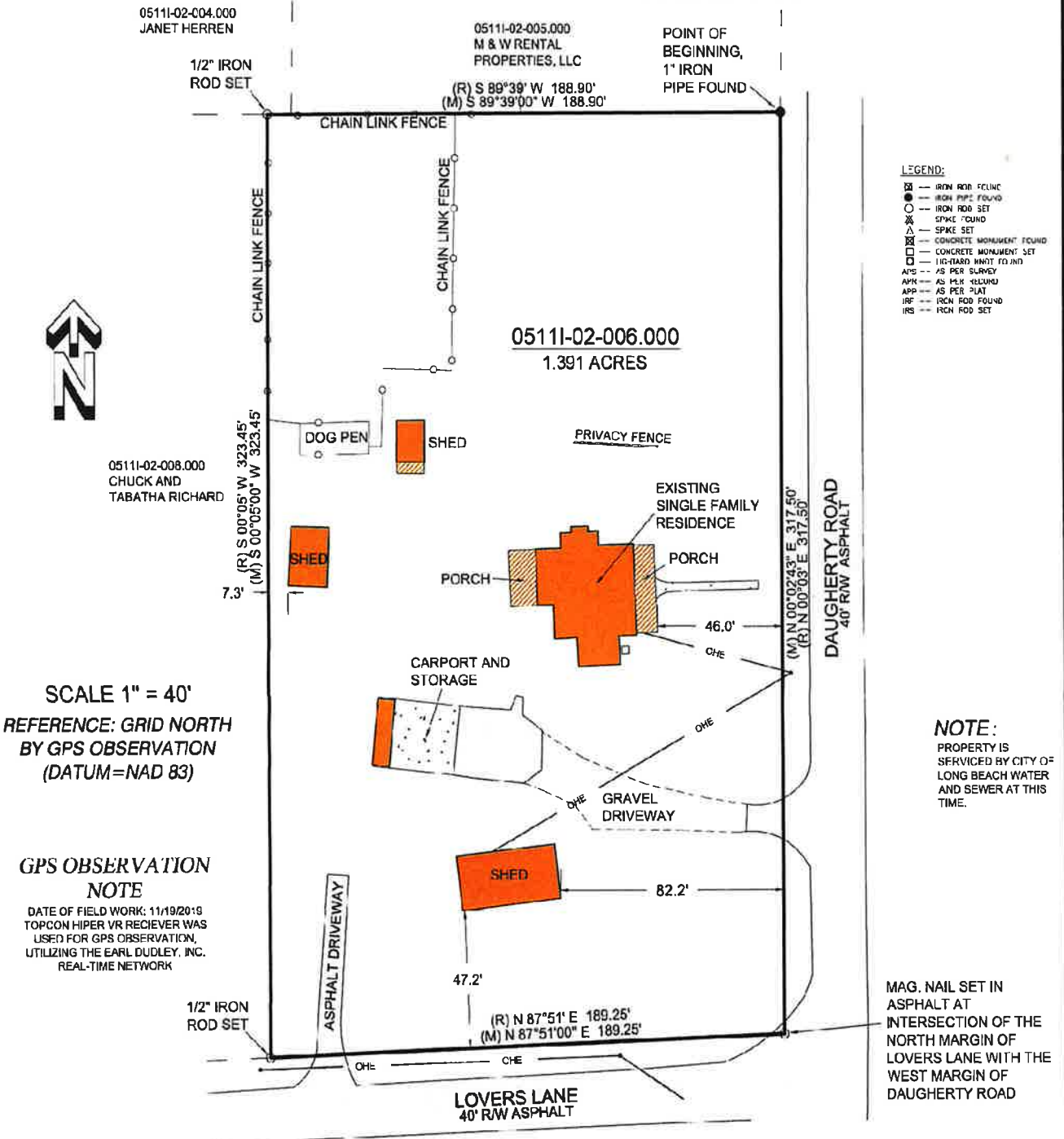
3. Debtor shall keep all improvements on the land herein conveyed insured against fire, all hazards included within the term "extended
coverage". Such an action designated by the U.S. Department of Housing and Urban Development as being subject to overflow and such other
hazards as Secured Party may reasonably require in such amounts as Debtor may determine but not less than the Indebtedness secured by this
Deed of Trust. All policies shall be written by reliable insurance companies acceptable to Secured Party, shall include standard loss payable clause
in favor of Secured Party and shall be delivered to Secured Party. Debtor shall promptly pay when due all premiums charged for such insurance
and shall furnish Secured Party the premium receipts for inspection. Upon Debtor's failure to pay the premiums, Secured Party shall have the right
but not the obligation, to pay such premiums. In the event of a loss covered by the insurance policy, Debtor shall promptly notify Secured Party who
may make proof of loss if timely proof is not made by Debtor. All loss payments shall be made directly to Secured Party as loss payee who may
either apply the proceeds to the repair or restoration of the damaged improvements or to the Indebtedness of Debtor, or release such proceeds to
whomever he/she may desire.

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

EXISTING



A RESUBDIVISION OF A 1.391 ACRE PARCEL LOCATED IN THE CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO PARCELS "A" AND "B". SAID PARCEL BEING REFERRED TO AS TAX PARCEL NUMBER 05111-02-006.000, 5587 DAUGHERTY ROAD



SCALE 1" = 40'
REFERENCE: GRID NORTH
BY GPS OBSERVATION
(DATUM=NAD 83)

GPS OBSERVATION
NOTE
DATE OF FIELD WORK: 11/19/2019
TOPCON HIPER VR RECEIVER WAS
USED FOR GPS OBSERVATION,
UTILIZING THE EARL DUDLEY, INC.
REAL-TIME NETWORK

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

MAG. NAIL SET IN
ASPHALT AT
INTERSECTION OF THE
NORTH MARGIN OF
LOVERS LANE WITH THE
WEST MARGIN OF
DAUGHERTY ROAD

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

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

CLIENT: LYRA W. ALLEN
DATE OF FIELD SURVEY: 11/18/2019
DRAWN BY: CAC
JOB NUMBER: 19548.dwg

PREPARED BY:

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



FLOOD ZONE NOTE:
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS
LOCATED IN THE FIRM ZONE "X" ACCORDING TO MAP
NUMBER 28047C0366G, DATED JUNE 16, 2009. THE
ABOVE STATEMENT IS FOR INFORMATION ONLY AND
DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF
THE PROBABILITY OF FLOODING. THIS SURVEYOR
ASSUMES NO LIABILITY FOR THE CORRECTNESS OF
THE CITED MAP.

NOTES:

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

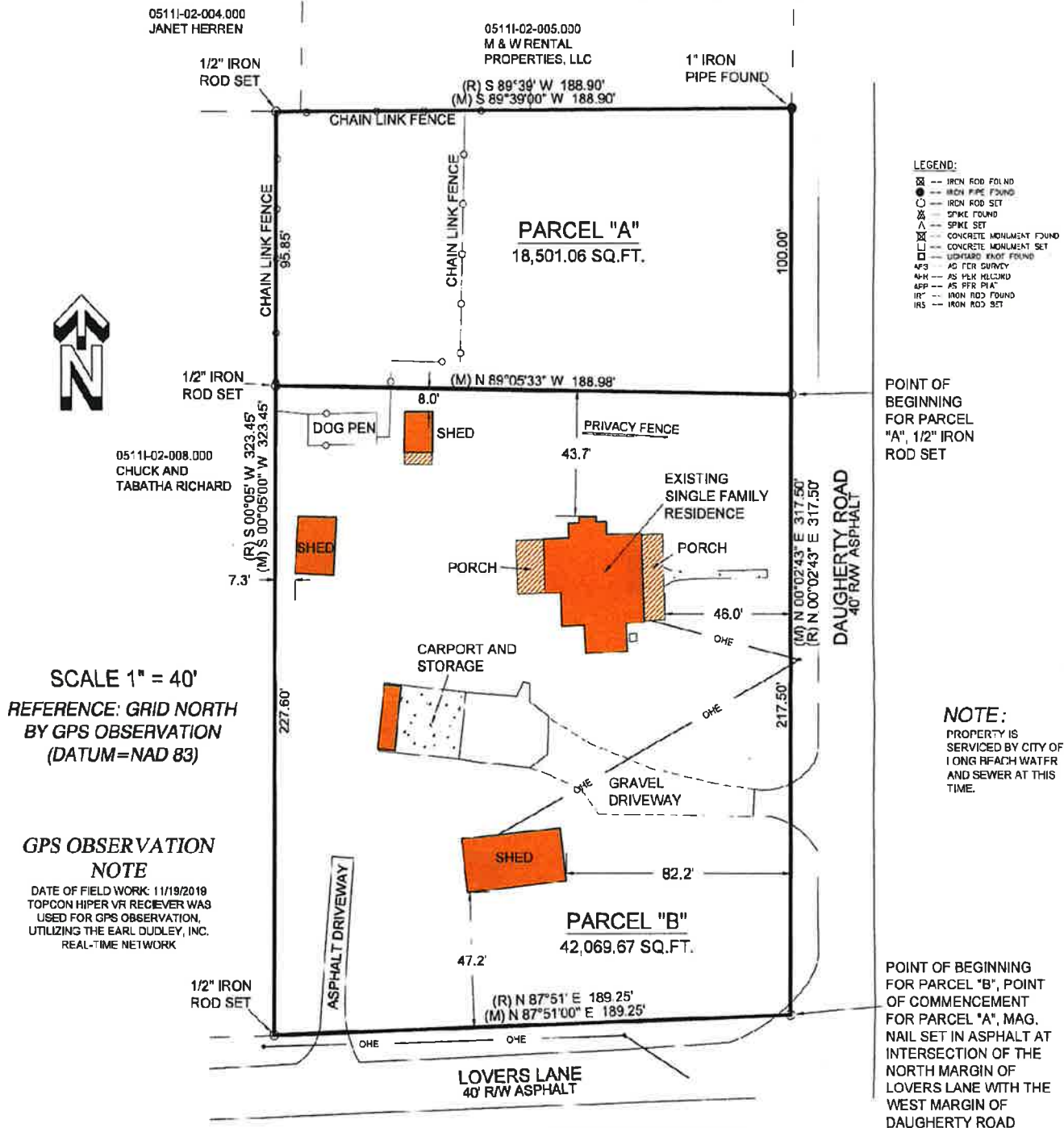
REFERENCE MATERIALS:
1.) HARRISON COUNTY GIS WEBSITE
2.) HARRISON COUNTY TAX MAPS
3.) DEED BOOK 860, PAGES 9-320

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

PROPOSED



A RESUBDIVISION OF A 1.391 ACRE PARCEL LOCATED IN THE CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO PARCELS "A" AND "B". SAID PARCEL BEING REFERRED TO AS TAX PARCEL NUMBER 05111-02-006.000.
5587 DAUGHERTY ROAD



- LEGEND:**
- ⊗ -- IRON ROD FOUND
 - -- IRON PIPE FOUND
 - -- IRON ROD SET
 - ⊠ -- SPIKE FOUND
 - △ -- SPIKE SET
 - ⊞ -- CONCRETE ANCHORAGE FOUND
 - -- CONCRETE ANCHORAGE SET
 - ⊞ -- LIGHTBULB KNOT FOUND
 - AP3 -- AS PER SURVEY
 - NH -- AS PER RECORD
 - ASP -- AS PER PLAN
 - IR* -- IRON ROD FOUND
 - IRS -- IRON ROD SET

POINT OF BEGINNING FOR PARCEL "A", 1/2" IRON ROD SET

POINT OF BEGINNING FOR PARCEL "B", POINT OF COMMENCEMENT FOR PARCEL "A", MAG. NAIL SET IN ASPHALT AT INTERSECTION OF THE NORTH MARGIN OF LOVERS LANE WITH THE WEST MARGIN OF DAUGHERTY ROAD

SCALE 1" = 40'
REFERENCE: GRID NORTH
BY GPS OBSERVATION
(DATUM=NAD 83)

GPS OBSERVATION NOTE
DATE OF FIELD WORK: 11/19/2019
TOPCON HIPER VR RECEIVER WAS USED FOR GPS OBSERVATION, UTILIZING THE EARL DUDLEY, INC. REAL-TIME NETWORK

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

FLOOD ZONE NOTE:
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN THE FIRM ZONE "X" ACCORDING TO MAP NUMBER 28047C0356G, DATED JUNE 18, 2009. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THE SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING. THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.

- REFERENCE MATERIALS:**
- 1) HARRISON COUNTY GIS WEBSITE
 - 2) HARRISON COUNTY TAX MAPS
 - 3) DEED BOOK 880, PAGES 316-320



CLIENT: LYRA W. ALLEN
DATE OF FIELD SURVEY: 11/18/2019
DRAWN BY: CAC
JOB NUMBER: 19548.dwg

- NOTES:**
- 1.) FIELD SURVEY PERFORMED WITH A TOPCON HIPER VR GPS RECEIVER.
 - 2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 VS E).
 - 3.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-8477.
 - 4.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.
 - 5.) THIS IS A CLASS "B" SURVEY.
 - 6.) BEARINGS SHOWN HEREON ARE DERIVED BY: GRID NORTH BY GPS OBSERVATION, ALL LINES RELATIVE TO.

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

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

LONG BEACH PLANNING COMMISSION

CERTIFICATE OF RESUBDIVISION

In accordance with Article II, Section 3 of the Code of Ordinance (Subdivision Regulations) of the City of Long Beach as amended, it is hereby certified that the Long Beach Planning Commission Chairman and Long Beach Mayor and Board of Aldermen have reviewed and approved the attached Final Plat. The following property has been subdivided from Harrison County ad valorem tax parcel (05111-02-006.000) into (two) parcels. The subject property is generally described as being located (5587 Daugherty Road, Long Beach, MS).

The Case File Number is: _____

LEGAL DESCRIPTIONS

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

A PARCEL OF LAND SITUATED AND BEING LOCATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 12 WEST, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF THE SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN SOUTH 00 DEGREES 05 MINUTES WEST 322.0 FEET ALONG THE EAST LINE OF THE SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN SOUTH 89 DEGREES 39 MINUTES WEST 21.1 FEET TO THE WEST MARGIN OF DAUGHERTY ROAD AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 39 MINUTES WEST 188.90 FEET; THENCE RUN SOUTH 00 DEGREES 05 MINUTES WEST 323.45 FEET AND PARALLEL TO THE SAID EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 TO THE NORTH MARGIN OF LOVERS LANE; THENCE RUN NORTH 87 DEGREES 51 MINUTES EAST 189.25 FEET ALONG THE SAID NORTH MARGIN OF LOVERS LANE TO THE SAID WEST MARGIN OF DAUGHERTY ROAD; THENCE RUN NORTH 00 DEGREES 03 MINUTES EAST 317.50 FEET ALONG THE SAID WEST MARGIN OF DAUGHERTY ROAD TO THE POINT OF BEGINNING. CONTAINING 1.39 ACRES.

LEGAL DESCRIPTIONS OF THE TWO PROPOSED PARCELS:

LEGAL DESCRIPTION of (Parcel "A"):

A PARCEL OF LAND SITUATED AND BEING LOCATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 12 WEST, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):

COMMENCING AT A MAG. NAIL SET IN ASPHALT AT THE INTERSECTION OF THE NORTH MARGIN OF LOVERS LANE WITH THE WEST MARGIN OF DAUGHERTY ROAD; THENCE ALONG SAID WEST MARGIN OF DAUGHERTY ROAD, N00°02'43"E 217.50' TO AN IRON ROD SET AT THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID WEST MARGIN, N00°02'43"E 100.00' TO A 1" IRON PIPE FOUND; THENCE S89°39'00"W 188.90' TO AN IRON ROD SET; THENCE S00°05'00"W 95.85' TO AN IRON ROD SET; THENCE S89°05'33"E 188.98' TO THE POINT OF BEGINNING, CONTAINING 18,501.06 SQUARE FEET.

LEGAL DESCRIPTION of (Parcel "B"):

A PARCEL OF LAND SITUATED AND BEING LOCATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 12 WEST, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301):

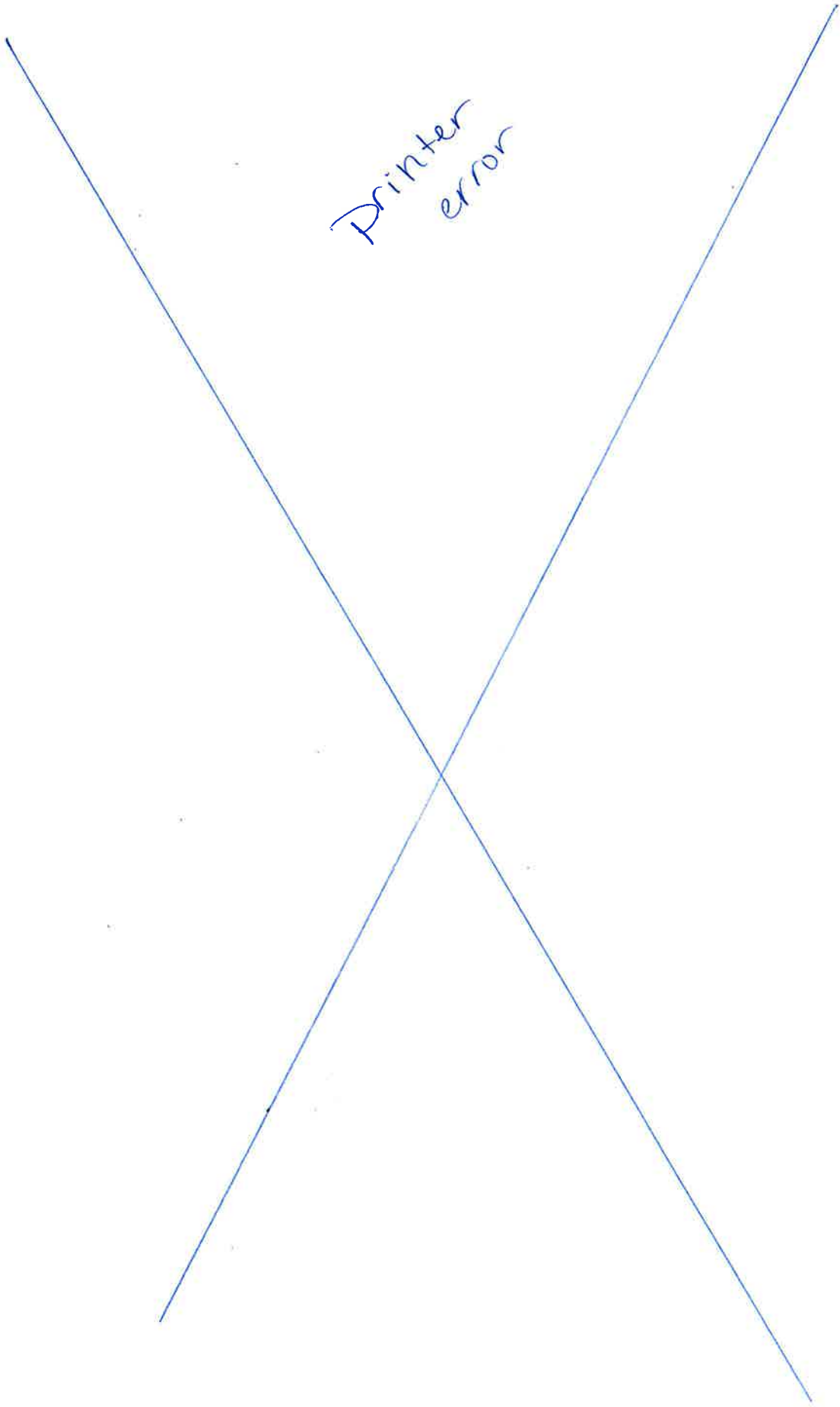
BEGINNING AT A MAG. NAIL SET IN ASPHALT AT THE INTERSECTION OF THE NORTH MARGIN OF LOVERS LANE WITH THE WEST MARGIN OF DAUGHERTY ROAD; THENCE ALONG SAID WEST MARGIN OF DAUGHERTY ROAD, N00°02'43"E 217.50' TO AN IRON ROD SET; THENCE N89°39'00"W 188.98' TO AN IRON ROD SET; THENCE S00°05'00"W 227.60' TO AN IRON ROD SET ON THE NORTH MARGIN OF LOVERS LANE; THENCE ALONG SAID NORTH MARGIN, N87°51'00"E 189.25' TO THE POINT OF BEGINNING, CONTAINING 42,069.67 SQUARE FEET.

PREPARED BY:

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

SHEET 3 OF 4

Printer
error





Printer
error

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

CERTIFICATE OF OWNERSHIP

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


LYRA W. ALLEN

5-1-2024
DATE

Subscribed and sworn to before me, in my presence this 1st day of May, 2024, a Notary Public in and for the County of Harrison, State of Mississippi.




NOTARY PUBLIC

My Commission Expires: 11/17/2026

CERTIFICATE OF APPROVAL


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

ADMINISTRATOR _____

DATE _____

CERTIFICATE OF SURVEY AND ACCURACY

I hereby certify that this map drawn by me or drawn under my supervision from actual survey made by me or actual survey made under my supervision and a deed description recorded in deed book 860 on pages 319-320 in accordance with all applicable codes and ordinances. Witness my original signature, registration number and seal this the 10th day of APRIL, 2024.


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



PLANNING COMMISSION

Approved by the City of Long Beach Planning Commission at the regular meeting of said Commission held on the _____ day of _____, 20____.

Planning Commission Chairman _____

Date _____

ACCEPTANCE

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

ADOPT: _____

ATTEST: _____

MAYOR _____

CITY CLERK _____

PREPARED BY:

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

SHEET 4 OF 4

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Special Tap Fee: 5587 Daugherty Road				
Date: 05/03/2024				
SEWER AND WATER TAPS				
MATERIALS:				
QTY.		ITEM	PRICE	TOTAL
2	EA	6X6 TEE WYE	\$47.50	\$95.00
2	EA	6" CAP	\$11.80	\$23.60
2	EA	6" Fernco	\$10.15	\$20.30
14	FT	6"SDR 26	\$10.12	\$141.68
1	EA	8"X1" Tap Saddles	\$76.00	\$76.00
1	EA	1" Corp Stop	\$54.15	\$54.15
1	EA	1" Curb Stop	\$98.00	\$98.00
40	FT	1" Roll Tube	\$0.55	\$22.00
1	EA	Meter Box	\$72.00	\$72.00
TOTAL MATERIAL COST				\$602.73
EQUIPMENT:				
QTY.		ITEM	PRICE	TOTAL
8	HRS	161-TRACK HOE	\$45.00	\$360.00
8	HRS	DUMP TRUCK/ Trailer	\$50.00	\$400.00
8	HRS	CREW TRUCK	\$15.00	\$120.00
1	EA	1" AIR MOLE BORE	\$200.00	\$200.00
TOTAL EQUIPMENT COST				\$880.00
LABOR:				
			LABOR	TOTAL
				\$734.05
TOTAL LABOR COST				\$734.05
FUEL:				
			TOTAL MATERIAL COST	TOTAL
			\$602.73	\$602.73
			TOTAL EQUIPMENT COST	\$880.00
			\$880.00	\$880.00
			TOTAL LABOR COST	\$734.05
			\$734.05	\$734.05
			TOTAL	\$2,216.78
			15% FUEL COST	\$332.52
PLEASE REMIT MATERIAL AND EQUIPMENT COST TO:				<u>\$1,482.73</u>
City of Long Beach				
P.O. Box 591				
Long Beach, MS 39560				
PLEASE REMIT LABOR & FUEL COST TO:				<u>\$1,066.56</u>
H2O Innovation				
P.O. Box 591				
Long Beach, MS 39560				
TOTAL WATER TAP FEE COST				\$2,549.29

MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

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

May 02, 2024

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

RE: Certificate of Subdivision – Tax Parcel No. 05111-02-006.000

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 Section 10, Township 8 South, Range 12 West, First Judicial District of Harrison County, Mississippi. The submitted subdivision proposes to divide one existing parcel into two new parcels. Proposed parcel "A" will be nearly 0.42 Acres in size, with approx. 100 feet of street frontage on Daugherty Road. Proposed parcel "B" will be nearly 0.96 Acres in size, with approx. 217.50 feet of street frontage on Daugherty Road.

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

Sincerely,

Tyler Yarbrough
Tyler Yarbrough

TY:539

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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

It came for discussion under New Business a Preliminary Plat Approval for the property located at 20012 Pineville Road, Tax Parcel 0511I-01-041.000, submitted by Pineville Properties, LLC (owner) and Robert Heinrich (agent), as follows:

**MINUTES OF MAY 23, 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	5/23/24
Zoning	R-1
Agenda Date	5-23-24
Check Number	91089

- I. TYPE OF CASE: PRELIMINARY PLAT APPROVAL
- II. ADVALOREM TAX PARCEL NUMBER(S): 0511/-01-041.000
- III. GENERAL LOCATION OF PROPERTY INVOLVED: North side of Pineville Rd.
South of Patton Rd. - Just west of Clower Ave.
- IV. ADDRESS OF PROPERTY INVOLVED: 20012 Pineville Rd.
- V. GENERAL DESCRIPTION OF REQUEST: Subdivision of 8 Acres of 27- residential
into lots

VI. REQUIRED ATTACHMENTS:

- A. Twenty (20) working days prior to the regular monthly meeting of the planning commission the following documents must be submitted:
 - a. Three (3) full-size blue-line copies of the preliminary plat,
 - b. Two (2) blue-line copies of the complete construction plans and specification,
 - c. Two (2) copies of the developer's engineer's basis of design and complete design calculation, and
 - d. Two (2) copies of the preliminary plat application forms.
 - e. The proposed plat shall be at a scale legible and functional on sheets of twenty-four (24) by thirty-six (36) inches in size. ****Please refer to the City of Long Beach's Subdivision Regulations for additional information to be included on the plat.**
- B. Cash or Check payable to the City of Long Beach in the amount as follows:

2-3	Lots	\$100.00
4-10	Lots	\$150.00
11-50	Lots	\$300.00
50-100	Lots	\$400.00
100 +	Lots	\$500.00
- 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 twenty (20) days before the 2nd or 4th Thursday of each month. Receipt of fee(s) does not constitute receipt of a completed application.

Ownership: (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.

Pineville Properties, LLC
Name of Rightful Owner (PRINT)

1109 Hickory Hill Dr
Owner's Mailing Address

Gautier Ms 39533
City State Zip

985-637-3872
Phone

hscotthouma@yahoo.com
Email address

[Signature] 5/2/24
Signature of Rightful Owner Date

Robert Heinrich
Name of Agent (PRINT)

1806 23rd Ave, Suite B
Agent's Mailing Address

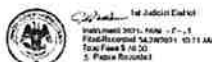
Gulfport, MS 39501
City State Zip

228-896-6768
Phone

tobby.h@heinrychassociates.net
Email address

[Signature] 5/2/24
Signature of Applicant Date

MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



PREPARED BY

Law Offices of
LAURA F. PAULK, PLLC
16127 Orange Grove Road
Gulfport, MS 39503
228-831-1418
LFP File No.: 2107317
MS Bar No.: 11733

Return To:

Law Offices of
LAURA F. PAULK, PLLC
16127 Orange Grove Road
Gulfport, MS 39503
228-831-1418
LFP File No.: 2107317

STATE OF MISSISSIPPI
COUNTY OF HARRISON

WARRANTY DEED

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

Reginald Johnson, 4101 Finch Rd., Gulf Shores, AL 36547, 251-751-4973,
Pamela Claywell, 117 Hazel Rock Lane, Oceanville, MO, 579-327-7827, and
Gregory Johnson, 4710 Meridian Rd., Peyton, Co 80351 719-436-7876 (Grantor)

do hereby sell, convey and warrant unto

Pinville Properties, LLC, a Mississippi Limited Liability Company, Grantor
1109 Hickory Hill Dr, Gautier, MS 39553, 985-637-3872,

the following described land and property being located in Harrison County, Mississippi, more particularly described as follows:

(See Exhibit A attached)

INDEXING INSTRUCTIONS: Pdf in BE1/4 of NE1/4, Sec. 10 S 13, Harrison Co., MS

Said property is no part of the homestead of the Grantors.

210731

1

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

This conveyance is made expressly subject to any and all restrictive covenants, rights-of-way, easements, and mineral reservations and any other rights now of record which effect the above described property.

WITNESS MY SIGNATURE, this the 27th day of April, 2021.

Reginald Johnson

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned Notary Public in and for the above named jurisdiction, the within named, Reginald Johnson, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein stated.

Given under my hand and seal, this the 27th day of April, 2021.

JENNIFER L. LATENSER
NOTARY PUBLIC

My Commission Expires:



210731

2

WITNESS MY SIGNATURE, this the 23rd day of April, 2021.

Pamela Claywell

STATE OF Missouri

COUNTY OF Drew

Personally appeared before me, the undersigned Notary Public in and for the above named jurisdiction, the within named, Pamela Claywell, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein stated.

Given under my hand and seal, this the 23rd day of April, 2021.

NOTARY PUBLIC

My Commission Expires:

11-20-2024



210731

3

MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

WITNESS MY SIGNATURE, this the 26 day of April, 2021

Gregory Johnson

Gregory Johnson

STATE OF Colorado
COUNTY OF El Paso

Personally appeared before me the undersigned Notary Public in and for the above named jurisdiction, the within named, Gregory Johnson, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein stated.

Given under my hand and seal, this the 26 day of April, 2021.

Brian Michael Tims

NOTARY PUBLIC

My Commission Expires:
28 October 2024



2107517

EXHIBIT A

LEGAL DESCRIPTION

Beginning at a point on the South margin of the Patton Road which point is 118 feet West along the South margin of the said Patton Road of the Section line dividing Sections 10 and 11 in Township 8 South, Range 12 West, in Harrison County, Mississippi, and continuing in a Westerly direction 129 feet to a point which point is the point of beginning; thence continuing in a Westerly direction 225.8 feet, more or less, to a point; thence running South 403 feet to a point; thence running in an Easterly direction 225.8 feet, more or less, to a point; thence running North 400 feet to the point of beginning. Said lands being situated in the NE 1/4 of Section 10, Township 8 South, Range 12 West, and in Lot 52 of the Henderson-Shipman-Hughes Partition of the Bartholomew Pellerin Claim, of Section 22, Township 8 South, Range 12 West of Harrison County, Mississippi.

And Also:

Beginning at a point on the North margin of the Pineville Road in said County, which point is 118 feet West of the Section line dividing Sections Ten (10) and Eleven (11) Township Eight (8) South of Range Twelve (12) West in said County, and from said point of beginning, running thence North a distance of 988 feet, more or less, to a point, which point is 400 feet South of the South margin of Patton Road, running thence Southwesterly and parallel with said Patton Road a distance of 338.7 feet to a fence; running thence South a distance of 815 feet, more or less, to the North margin of the Pineville Road, running thence East along the North margin of Pineville Road, a distance of 300 feet to the point of beginning. Said parcel of land being situated in the Southeast corner of the Northeast corner of Section Ten (10), Township Eight (8) South of Range Twelve (12), West if regularly surveyed and being in Lot Fifty two (52) of the Henderson-Shipman-Hughes partition of the B. Pellerin Claim in said County.

2107517

5

MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

5/10/24, 2:24 PM

Scan - 20240509 Magnolia Run Plan Markups.pdf

7/21/24 11:51 AM

MAGNOLIA RUN SUBDIVISION

PINEVILLE RD

PARCEL NO. - 05111-01-041.000

LONG BEACH, MISSISSIPPI

CLIENT:

Henry Scott
1109 Hickory Hills Dr.
Gautier, MS 39553

March 25, 2024

REVISION *1 4-1-2024
REVISION *2 4-30-2024



TME

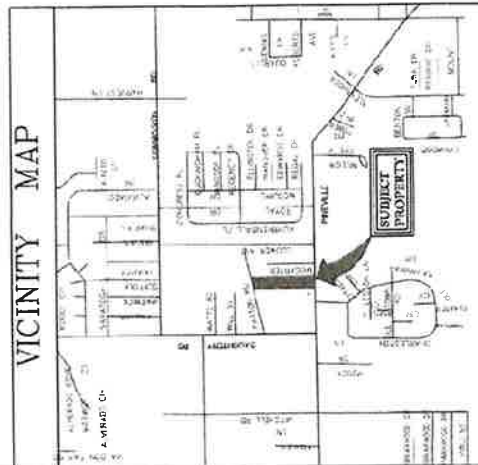
TERRY MORAN
ENGINEERING & SURVEYING
TERRY MORAN, P.E., P.L.S.
P.O. Box 4075 -
Biloxi, MS 39535
Ph (228) 896-4733 Fax (228) 896-6769

IN ASSOCIATION WITH

HEINRICH & ASSOCIATES

RESIDENTIAL & COMMERCIAL DESIGN
1806 23rd Ave., Suite B - Gulfport, MS 39501
Ph (228) 896-6768

ATTENTION: NO CONSTRUCTION IS TO COMMENCE ON THIS PROJECT BEFORE THE APPROPRIATE PERMITS HAVE BEEN OBTAINED



N.T.S.



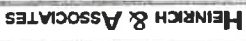
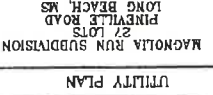


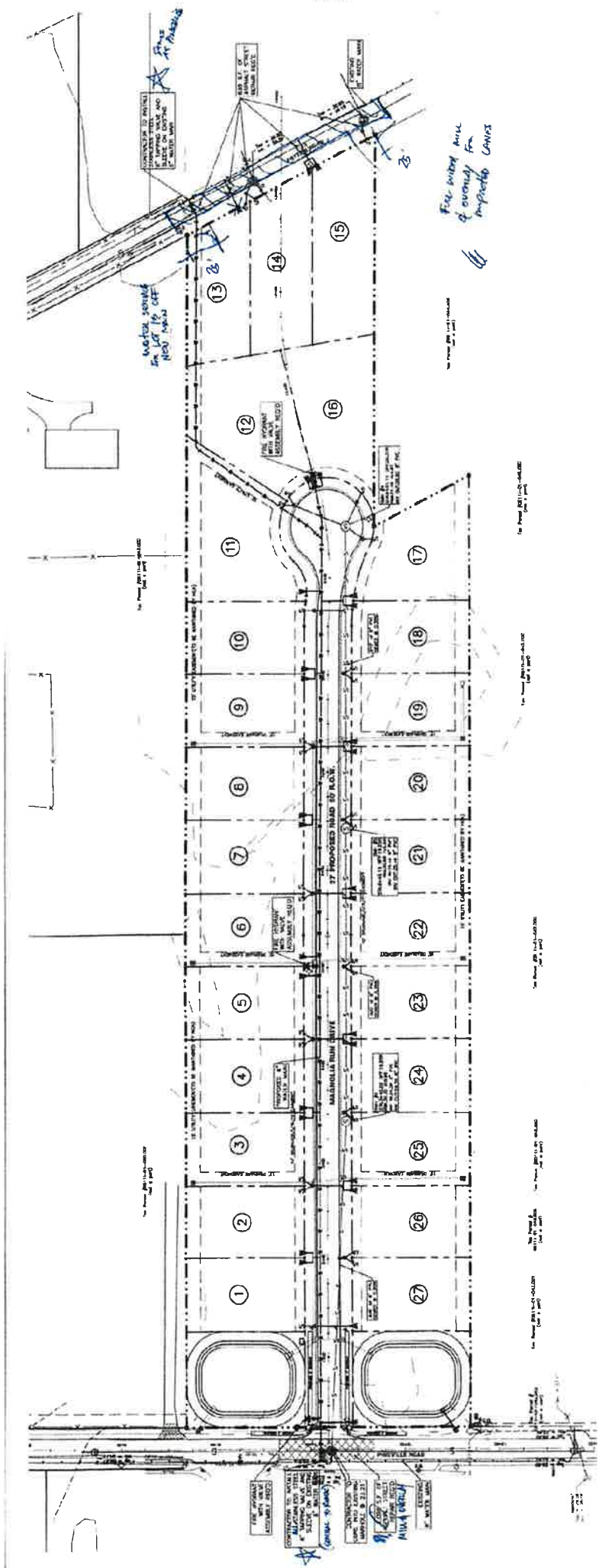
SHEET INDEX

PLAN COVER SHEET	T1
GENERAL NOTES & LEGENDS	C1
EXISTING CONDITIONS & DEMOLITION PLAN	C2
LOT & STREET LAYOUT	C3
GRADING & DRAINAGE PLAN	C4
EROSION CONTROL PLAN	C5
UTILITY PLAN	C6
PLAN & PROFILE SHEET	PP1
PLAN & PROFILE SHEET	PP2
CONSTRUCTION DETAILS	CD1
CONSTRUCTION DETAILS	CD2
CONSTRUCTION DETAILS	CD3

20-101

MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



UTILITY PLAN

DATE: 5-20-24
DRAWN BY: SGC
CHECK BY: RBH
PROJECT: MAGNOLIA RUN SUBDIVISION
LONG BEACH, MS

NO ON SITE SUPERVISION OR INSPECTIONS ARE PROVIDED WITH THE USE OF THESE PLANS BY THE DESIGNER. BUILDERS/CONTRACTORS SHALL CHECK AND VERIFY ALL DIMENSIONS, CONDITIONS, AND SIZES OF COMPONENTS ALONG WITH SITE CONDITIONS BEFORE STARTING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL DIMENSIONS AND CONDITIONS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LONG BEACH AND THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LONG BEACH AND THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LONG BEACH AND THE STATE OF CALIFORNIA.

- UTILITY NOTES:**
1. ALL NEW WATER MAIN SHALL BE 24" PVC 6000 AWWA APPROVED.
 2. ALL SEWER MAIN SHALL BE PVC ASTM D 5084 SDR 26.
 3. WATER AND SEWER SERVICES SHALL CONFORM TO THE DETAIL SHEET.
 4. ANY READINGS AND REQUIRED SHALL BE DONE IN STREET CLEARANCE WITH THE PLAN DETAIL AND SPECIFICATIONS.
 5. ALL TAPS INTO EXISTING WATER AND SEWER MAINS SHALL BE DONE IN UNITS WITH MUNICIPAL OR PRIVATE UTILITY COMPANY.
 6. EXISTING UTILITY INFORMATION BASED ON SURVEY.
 7. ALL PRESSURE AND LEAKAGE TEST MUST BE IN ACCORDANCE WITH AWWA C 600 STANDARD (6002).

- LOCAL UTILITY COMPANIES:**
1. WATER AND SEWER - CITY OF LONG BEACH (562-5044)
 2. GAS SERVICE - CENTERPOINT ENERGY (562-7560)
 3. TV CABLE SERVICE - COMMERCIALITY 664 1536
 4. ELECTRICAL SERVICE - WE POWER CO 868 6000
 5. TELEPHONE SERVICE - AT&T 275-4000
 6. MEDICAL BEFORE YOU DIAL (562-27-6471)

LEGEND


EXISTING
 PROPOSED
 WATER MAIN
 SEWER LINE
 GAS LINE
 F-ICE MAN
 FIBER OPTIC
 CABLE
 POWER POLE
 CLEAN-OUT
 MANHOLE
 WATER VALVE
 FIRE HYDRANT
 WATER METER
 GAS VALVE

NOTE:
IMMEDIATE - TRENCH REPAIR INCLUDING ASPHALT WITHIN 24 HRS.
FINAL - OVERLAY OF PINEVILLE RD. WILL BE 50' EACH WAY FROM TRENCH LIMITS OR TO ENRANCE RADIS (WHICHEVER IS GREATER); TO INCLUDED MILLING TIE-NS.

UTILITY PLAN

SCALE: 1" = 50'-0"

MINUTES OF MAY 23, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

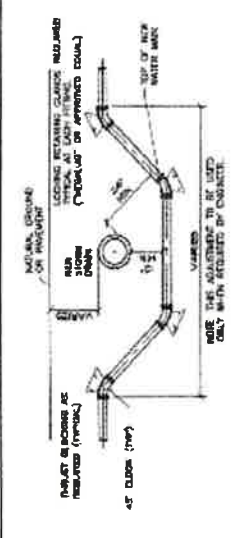


TME
TERRY MOULDER
ENGINEERING & SURVEYING

HEINRICH & ASSOCIATES
ARCHITECTURAL & CONSTRUCTION DESIGN
10477 W. 104th Street, Suite 100, Westminster, CO 80234
(303) 426-1000

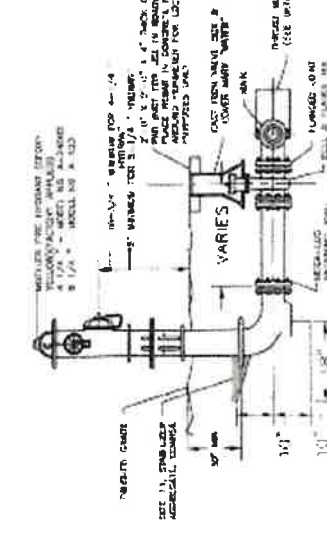
CONSTRUCTION DETAILS
PRELIMINARY SUBDIVISION
27 LOTS
PINEBRIAR ROAD
LONG BEACH, WA

WATER MAIN ADJUSTMENT
N.T.S.



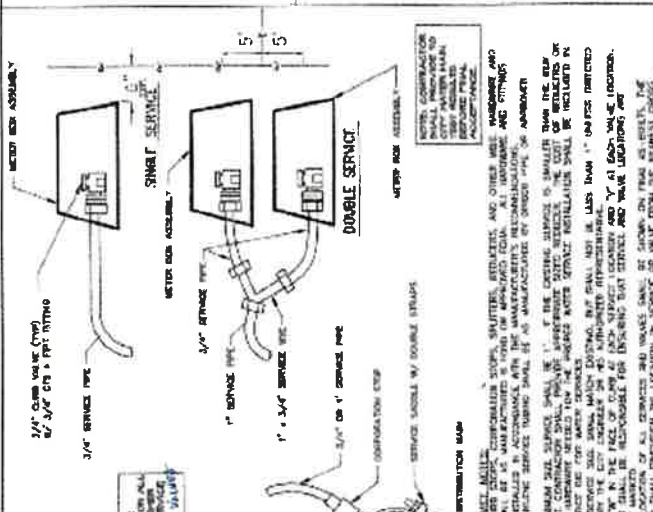
NOTE: THE ADJUSTMENT TO BE USED ONLY WITH THE REQUIRED FITTING.

FIRE HYDRANT ASSEMBLY
N.T.S.



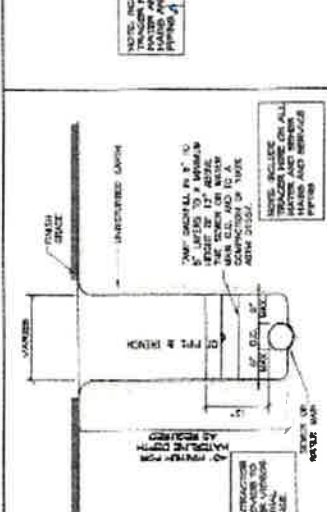
NOTE: THE HYDRANT SHALL BE INSTALLED WITH THE OPERATING VALVE TO THE RIGHT OF THE HYDRANT.

WATER SERVICE DETAIL
N.T.S.



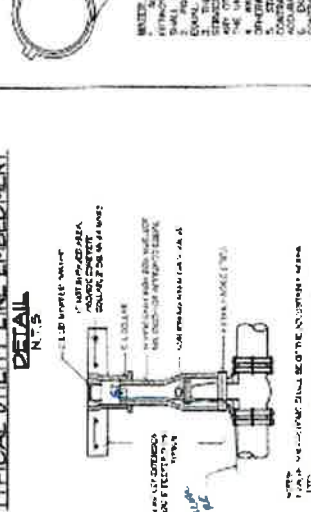
NOTE: CONTRACTOR SHALL PROVIDE ALL MATERIALS AND FITTINGS TO BE INSTALLED AS SHOWN ON THIS DETAIL.

WATER DETAILS



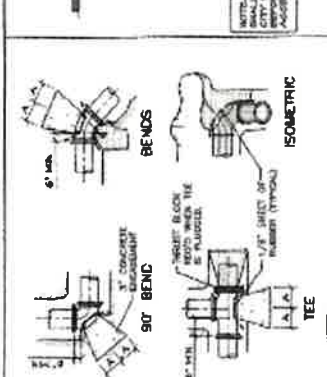
NOTE: INCLUDE ALL MATERIALS AND FITTINGS TO BE INSTALLED AS SHOWN ON THIS DETAIL.

SEWER SERVICE DETAIL
N.T.S.



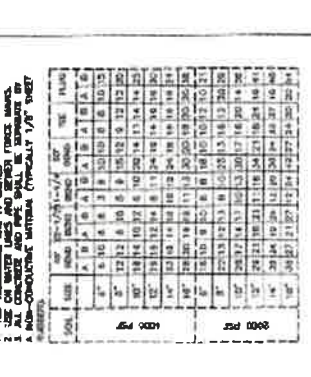
NOTE: CONTRACTOR SHALL PROVIDE ALL MATERIALS AND FITTINGS TO BE INSTALLED AS SHOWN ON THIS DETAIL.

WATER SERVICE DETAIL
N.T.S.




NOTE: CONTRACTOR SHALL PROVIDE ALL MATERIALS AND FITTINGS TO BE INSTALLED AS SHOWN ON THIS DETAIL.

SEWER SERVICE DETAIL
N.T.S.




NOTE: CONTRACTOR SHALL PROVIDE ALL MATERIALS AND FITTINGS TO BE INSTALLED AS SHOWN ON THIS DETAIL.

THRUST BLOCKING
N.T.S.




NOTE: CONTRACTOR SHALL PROVIDE ALL MATERIALS AND FITTINGS TO BE INSTALLED AS SHOWN ON THIS DETAIL.

SEWER SERVICE DETAIL
N.T.S.




NOTE: CONTRACTOR SHALL PROVIDE ALL MATERIALS AND FITTINGS TO BE INSTALLED AS SHOWN ON THIS DETAIL.

WATER VALVE BOX & COVER DETAIL
N.T.S.



NOTE: CONTRACTOR SHALL PROVIDE ALL MATERIALS AND FITTINGS TO BE INSTALLED AS SHOWN ON THIS DETAIL.

SEWER SERVICE DETAIL
N.T.S.



NOTE: CONTRACTOR SHALL PROVIDE ALL MATERIALS AND FITTINGS TO BE INSTALLED AS SHOWN ON THIS DETAIL.

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

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

May 23, 2024

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

RE: Magnolia Run S/D – Preliminary Plat

Ladies and Gentlemen:

We understand that the referenced subdivision is on the Planning Commission agenda for Preliminary Plat approval tonight.

On May 10, we provided comments in conjunction with Public Works regarding needed revisions and additions to:

1. The preliminary plat
2. The construction plans.
3. The construction specifications.
4. The on-site drainage/detention calculations.

This morning, we received revised plans and have spent significant time reviewing them today to determine if the May 10 comments have been satisfied. Although we still don't have a full list of comments about the deficiencies, we offer the following notes about the status of the four general items above:

1. We have not received a preliminary plat document.
2. The construction plans are still deficient with regard to a number of items, but mostly relative to the off-site drainage improvements along Pineville Rd. Comments will be forthcoming.
3. We did not have time to review the construction specifications, but will review them and provide any comments.
4. We believe the on-site drainage/detention plan does conform to the City's requirements; that is, post-development runoff rates will be limited via detention ponds to no more than pre-development runoff rates. I.e., runoff rates will not increase per their current design, assuming construction conforms to the design.

Based on the foregoing comments, we do not recommend approval of the preliminary plat for this subdivision. As always, we have done our best to provide any information necessary for your decision. Please advise if you have any questions.

Sincerely,

David Ball, P.E.

DB:539

Biloxi | Long Beach | Pascagoula | Daphne

O:\0539\Magnolia Run preliminary plat status 20240523.docx

Page 1/1

**MINUTES OF MAY 23, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

After considerable discussion, and upon recommendation made by the City Engineer, Commissioner Suthoff made motion, seconded by Commissioner Kruse and unanimously carried recommending to deny 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