

**MINUTES OF JUNE 13, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**AGENDA
JUNE 13, 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- 210 West 5th Street, Tax Parcel 0612G-02-034.000, Submitted by Bryan T. Ladner.
- IV. ANNOUNCEMENTS**
- V. APPROVE MINUTES**
 - 1. May 23, 2024
- VI. UNFINISHED BUSINESS**
- VII. NEW BUSINESS**
 - 1. Tree Removal- 0 Markham Drive, Tax Parcel 0512G-03-002.000, Submitted by Stanley Kemp.
 - 2. Short-Term Rental- 601 East Beach Blvd, Tax Parcel 0612A-01-072.000, Submitted by Bobby Wayne Mooney (owner) and Darryl Mitchell (property manager).
 - 3. Short-Term Rental- 120 West 3rd Street, Tax Parcel 0612G-03-077.000, Submitted by Compass Inc, LLC (owner) and Beachy Bookings, LLC (property manager).
 - 4. Certificate of Resubdivision- 118 Oak View Avenue, Tax Parcels 0612F-01-061.000 and 0612F-01-062.001, Submitted by Anthony J. DeSalvo.
 - 5. Preliminary Plat Approval- West Beach Blvd and Mason Avenue, Tax Parcels 0612G-02-025.000 and 0612G-02-022.000, Submitted by Keith Starita.
- 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 18, 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.**

M.B. 325

06.13.24 Reg

**MINUTES OF JUNE 13, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Commissioner William Suthoff read the Opening Statement for the 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 13th day of June 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: Vice Chairman Shawn Barlow, Commissioners Nicholas Brown, William Suthoff, David DiLorenzo, Ryan McMahon, Trey Gaddy, and Marcia Kruse, Building Inspector Ryan Ladner and Minutes Clerk Tina M. Dahl.

Absent the public hearing were Chairman Frank Olaivar, Commissioner Jennifer Glenn, City Advisor Bill Hessell and Building Official Mike Gundlach.

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

.....

The public hearing to consider a Variance for the property located 210 West 5th Street, Tax Parcel 0612G-02-034.000, submitted by Bryan T. Ladner, as follows:

M.B. 325

06.13.24 Reg

MINUTES OF JUNE 13, 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 | 5/10/24 |
| Zoning | C-1 |
| Agenda Date | 6/13/24 |
| Check Number | 6710 |

VARIANCE REQUEST

- I. Tax Parcel Number(s): 06126-02-034.000
- II. Address of Property Involved: 210 West 5th St., Long Beach MS 39560
- III. Statement clearly explaining the request being made. (Attach supplemental pages if necessary.)

would like to not install a sidewalk

****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?

last house on dead end street. No one will ever use it.

- 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.

~~_____~~
ditch in front yard.

- 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 elevation of the property and the drain pipe across property does not have 4" of soil to pipe support a sidewalk without moving it on to property.

- 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.

**MINUTES OF JUNE 13, 2024
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

IV. REQUIRED ATTACHMENTS:

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

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

V. OWNERSHIP AND CERTIFICATION:

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

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

Bryan T. Loder
Name of Rightful Owner (PRINT)

Name of Agent (PRINT)

210 W. 5th Street
Owner's Mailing Address

Agent's Mailing Address

LB. MS 39560
City State Zip

City State Zip

2289 617-8594
Phone

Phone

Bryan Loder 5-10-24
Signature of Rightful Owner Date

Signature of Applicant Date

**MINUTES OF JUNE 13, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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, **MICHAEL G. LOTT and wife, PAMELA E. LOTT**, of P.O. Box 692, Long Beach, MS 39560, (228) 861-8500, do hereby sell, convey and warrant unto **BRYAN THOMAS LADNER and wife, LAURA GAYLE LADNER**, of 904 Marjorie, Long Beach, MS 39560, (228) 313-9953, 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:

Beginning at a point on the North line of 5th Street, at the Southwest corner of the land now or lately of L. A. Marks, Sr., which point is 146 feet in a Westerly direction from the West line of Mason Avenue; running thence in a Westerly direction along the North line of 5th Street, a distance of 60 feet, more or less, to the land now or formerly of Wright; running thence in a Northerly direction a distance of 143.5 feet more or less, to the land now or lately of Kranz; running thence in a Easterly direction along the line of the Kranz land a distance of 60 feet, more or less, to the land of the aforesaid Marks; running thence in a Southerly direction along the West line of said Marks land a distance of 143.5 feet, more or less, to the point or place of beginning; and is bounded on the North by the land now or lately of C. P. Kranz Estate; on the East by land now or lately of L. A. Marks, Sr., on the South by 5th Street and on the West by the land now or lately of Wright. Said property located in the First Judicial District of Harrison County, Mississippi.

INDEX AS FOLLOWS: Parcel measuring 60' x 143.5' in Long Beach Section Block 16, Harrison Co., 1st Jud. Dist., MS

FILE NO: 14-2183 LADNER

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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.

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

Witness the signatures of the Grantors this 7th day of November, 2018.

Michael G. Lott
MICHAEL G. LOTT
Pamela E. Lott
PAMELA E. LOTT

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named MICHAEL G. LOTT and PAMELA E. LOTT, 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 7th day of November, 2018.

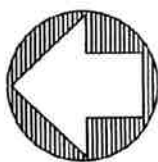
Stephanie R. Lipe
NOTIARY PUBLIC
My Commission Expires: 10/8/22



MINUTES OF JUNE 13, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

SYMBOL LEGEND

- = 1/2" iron rod set
 - ⊙ = 1/2" iron rod found
 - ⊗ = P.K. nail found
 - ⊗ = mag nail found
 - ⊗ = chiseled X mark set
 - = iron pipe found
 - ⊠ = concrete mon. fd.
 - ⊙ = lightard knot found
 - ⊖ = overhead electric
 - ⊙ = utility pole
 - (D) = dead
 - (R) = plat
 - (M) = record
 - (M) = measures
 - AC. = acres
- N.T.S. = denotes not to scale



NORTH

SCALE: 1" = 20'

REFERENCE MATERIAL:

- Instrument #s
- (1) 2018-8064-D-JI
- (2) 2016-8525-D-JI
- (3) 2009-4290-D-JI

Note: This survey "CLASS B" was made in accordance with the current "Standards of Practice for Surveying" in the State of Mississippi.

This is to certify that I have surveyed the property described and delineated herein; and that the measurements and other data indicated are correct to the best of my knowledge and belief.

Timothy L. Glass
TIMOTHY L. GLASS, P.L.B.
November 28, 2022
MS. REG. NO. 02584
REVISED: 12/30/22

SURVEY FOR: **BRYAN THOMAS LADNER**
210 WEST 5TH STREET
PIDN # 0612G-02-034.000
LONG BEACH, MS 39560
PHONE: (228)617-6594

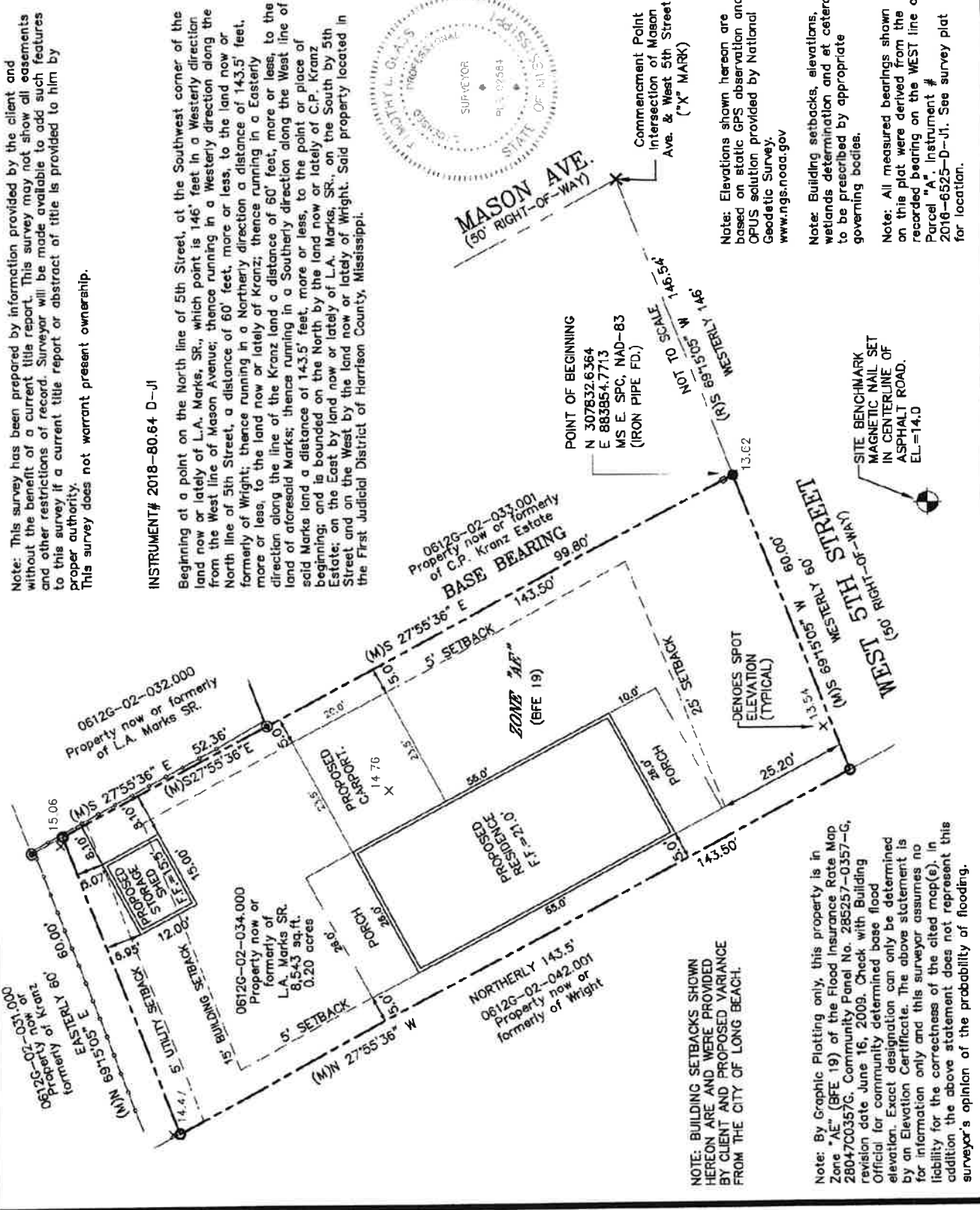
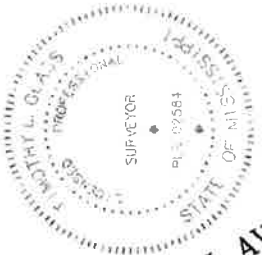
SURVEY BY: **Glass Land Surveying, Inc.**
10453 Pin Oak Drive
Biloxi, Mississippi 39552
(228) 392-0004
e-mail: glassurvey@aol.com

| | | | |
|-----------------|------------|------------|-------------|
| TYPE SURVEY: | BOUNDARY | JOB NO.: | 130812BL0WG |
| DATE OF SURVEY: | 11/28/2022 | REVISED: | 12/30/2022 |
| CHECKED BY: | TLG | SCALE: | 1" = 20' |
| CREW CHIEF: | TLG | SHEET NO.: | 1 OF 1 |

Note: This survey has been prepared by information provided by the client and without the benefit of a current title report. This survey may not show all easements and other restrictions of record. Surveyor will be made available to add such features to this survey if a current title report or abstract of title is provided to him by proper authority.
This survey does not warrant present ownership.

INSTRUMENT# 2018-80.64 D-JI

Beginning at a point on the North line of 5th Street, at the Southwest corner of the land now or lately of L.A. Marks, SR., which point is 146' feet in a Westerly direction from the West line of Mason Avenue; thence running in a Westerly direction along the North line of 5th Street, a distance of 60' feet, more or less, to the land now or formerly of Wright; thence running in a Northerly direction a distance of 143.5' feet, more or less, to the land now or lately of Kranz; thence running in a Southerly direction along the West line of land of aforesaid Marks; thence running in a Southerly direction along the West line of said Marks land a distance of 143.5' feet, more or less, to the point or place of beginning; and is bounded on the North by the land now or lately of C.P. Kranz Estate; and on the East by land now or lately of L.A. Marks, SR., on the South by 5th Street; and on the West by the land now or lately of Wright. Said property located in the First Judicial District of Harrison County, Mississippi.



Note: Elevations shown hereon are based on static GPS observation and OPUS solution provided by National Geodetic Survey, www.ngs.noaa.gov

Note: Building setbacks, elevations, wetlands determination and et cetera to be prescribed by appropriate governing bodies.

Note: All measured bearings shown on this plat were derived from the recorded bearing on the WEST line of Parcel "A". Instrument # 2018-6525-D-JI. See survey plat for location.

NOTE: BUILDING SETBACKS SHOWN HEREON ARE AND WERE PROVIDED BY CLIENT AND PROPOSED VARIANCE FROM THE CITY OF LONG BEACH.

Note: By Graphic Plotting only, this property is in Zone "AE" (BFE 19) of the Flood Insurance Rate Map 2804700357G, Community Panel No. 285257-0357-G, revision date June 16, 2009. Check with Building Official for community determined base flood elevation. Exact designation can only be determined by an Elevation Certificate. The above statement is for information only and this surveyor assumes no liability for the correctness of the cited map(e), in addition, the above statement does not represent this surveyor's opinion of the probability of flooding.

Printer
error





Printer
error

**MINUTES OF JUNE 13, 2024
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

The Clerk reported that seven (7) 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 MEETING

In accordance with Section 7 of the City of Long Beach Sidewalk Ordinance 587 as amended by Ordinance 015, 016 and 047, notice is hereby given advising that the Planning and Development Commission of the City of Long Beach will hold a Public Meeting for the purpose of considering a Variance.

Bryan T. Ladner, 210 West 5th Street, Long Beach, MS, 39564, has filed an application for a Variance in accordance with the Long Beach Sidewalk Ordinance. The applicant is requesting a Variance from the placement of a sidewalk on a newly developed lot. The location of the requested Variance is 210 West 5th Street, Long Beach, MS, 39560, Tax Parcel 06126 02 034 030. The legal description is as follows:

BEG 146 FT W OF INTER OF W MAR OF MASON AVE B N MAR 5TH ST N 136 FT W 63 FT S 136 FT TO RD E ALONG RD 63 FT TO POB DDING BOUNDED ON N BY KRANZ E BY FLEUDOT S BY 5TH ST W BY WRIGHT PART OF LOT 55 HENDERSON-SHAWAN-HUGHES SURVEY PART OF NW 1/4 OF SW 1/4 OF SEC 13 B 12

A public meeting to consider the above Variance will be held in the City of Long Beach, Mississippi, 39560, Thursday, June 13, 2024, at 5:30 p.m., in the Long Beach City Hall Meeting Room located at 201 Jeff Davis Avenue. The city encourages all residents, groups and organizations to contact the city if they have any questions concerning the Variance.

/s/ signed
Chairman
Planning Commission

201 Jeff Davis • 209 Box 129 • Long Beach, MS 39560 • (601) 664-1330 • FAX: (601) 665-3327
www.cityoflongbeach.com

| | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  Blakeney Linda Inyce and Larry Wesley 222 Oak Street Long Beach, MS 39560 |  Rogers Danny R and Dorothy M 404 Mason Avenue Long Beach, MS 39560 |  Vidakovich Marcelle R 1424 Ridgeland Drive Baton Rouge, LA 70811-0425 |
| Lott Michael A and Pamela E PO Box 692 Long Beach, MS 39560 | West 4th Street LLC c/o Strata Services 2727 Prytanis Suite 19 New Orleans, LA 70130 | Tims Andrew and Dixie 164 Markham Drive Gulfport, MS 39507 |
| Shelter Rock Two LLC c/o Strata Services 2727 Prytanis Suite 19 New Orleans, LA 70130 | | |

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MINUTES OF JUNE 13, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

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

1. That she is the duly appointed and acting Minutes Clerk of the City of Long Beach, Mississippi, Planning and Development Commission.
2. That in such capacity, she is responsible for mailing Notices of Public Hearing for the purpose of notifying property owners within One Hundred sixty feet (160'), excluding public right of ways, of the subject property, when application for zoning map changes, variances, appeals, etc., are filed, all as specified in the Zoning Ordinance Number 598 of the City of Long Beach and other matters pertaining to such Public Hearings and the business of the Planning and Development Commission in and to the City of Long Beach.
3. That on May 20, 2024, she did cause to be mailed, Notice of Public Hearing, a copy of which is attached hereto, to several (7) property owners within One Hundred Sixty Feet (160'), excluding public right of ways, of Tax Parcel 1617C-07-03400, notifying them that a Public Hearing will be held, June 13, 2024, to consider all applications for Variances filed by Bryan T. Lasher.

Given under my hand this the 20th day of May 2024.

[Signature]
MARLEY LAMAZIANI

SWORN TO AND SUBSCRIBED before me on this the 20th day of May 2024.

[Signature]
NOTARY PUBLIC

My Commission Expires:



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

Proof of Publication

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me the undersigned authority in and for said County and State, J. J. GIBSON, publisher of THE GAZETTE, a newspaper authorized and published in Harrison County, who being duly sworn, depose and says the publication in this notice hereinafter indicated has been made in the said publication _____ works in the following manner:

Vol. _____ No. _____ dated _____ day of _____, 2024
 Vol. _____ No. _____ dated _____ day of _____, 20____
 Vol. _____ No. _____ dated _____ day of _____, 20____
 Vol. _____ No. _____ dated _____ day of _____, 20____
 Vol. _____ No. _____ dated _____ day of _____, 20____
 Vol. _____ No. _____ dated _____ day of _____, 20____
 Vol. _____ No. _____ dated _____ day of _____, 20____

I find further stated on oath that said newspaper has been established and published continuously in and to said County for a period of more than twelve months prior to the date of publication of said notice.

[Signature]
Publisher

[Signature]
Notary Public

Vice Chairman Shawn Barlow asked for anyone speaking in favor or opposition and the following came forward:

- Linda Blakeney, 406 Mason Avenue, spoke in favor of the variance stating there are drainage issues in the area that a sidewalk would impede. She also stated that the applicant lives on a dead end street and feels once the street is developed, the City should come up with a plan for drainage and sidewalks.

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

M.B. 325

06.13.24 Reg

**MINUTES OF JUNE 13, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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

Be it remembered that a Regular Meeting before the Long Beach Planning and Development Commission, Long Beach, Mississippi, was begun at 5:30 o'clock p.m., Thursday, the 13TH day of June 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: Vice Chairman Shawn Barlow, Commissioners William Suthoff, Nicholas Brown, David DiLorenzo, Ryan McMahon, Trey Gaddy, and Marcia Kruse, Building Inspector Ryan Ladner and Minutes Clerk Tina M. Dahl.

Absent the regular meeting were Chairman Frank Olaiivar, Commissioner Jennifer Glenn, City Advisor Bill Hessell and Building Official Mike Gundlach.

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

Commissioner Suthoff made motion, seconded by Commissioner McMahon and unanimously carried to approve the Regular Meeting minutes of May 23, 2024, as submitted.

It came for discussion under New Business a Tree Removal for the property located at 0 Markham Drive, Tax Parcel 0512G-03-002.000, submitted by Stanley Kemp, as follows:

M.B. 325

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MINUTES OF JUNE 13, 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 5-20-24
Zoning R-1
Agenda Date 6-13-24
Check Number 126

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

SK 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.

SK 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.

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

TODAY'S DATE: May 20 2024

PROPERTY INFORMATION

TAX PARCEL # 0512G-03-002.000
Address of Property Involved: 0 Mackham Dr
Property owner name: Stanley Kemp
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: 216 Troutman Ave
Phone No. (601) 778 1991

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)

Trees need to be removed for Construction

Number of Trees:
17 Live Oak 1 Southern Magnolia

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

Stanley Kemp May 20 2024
Signature Date

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

SK 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.

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

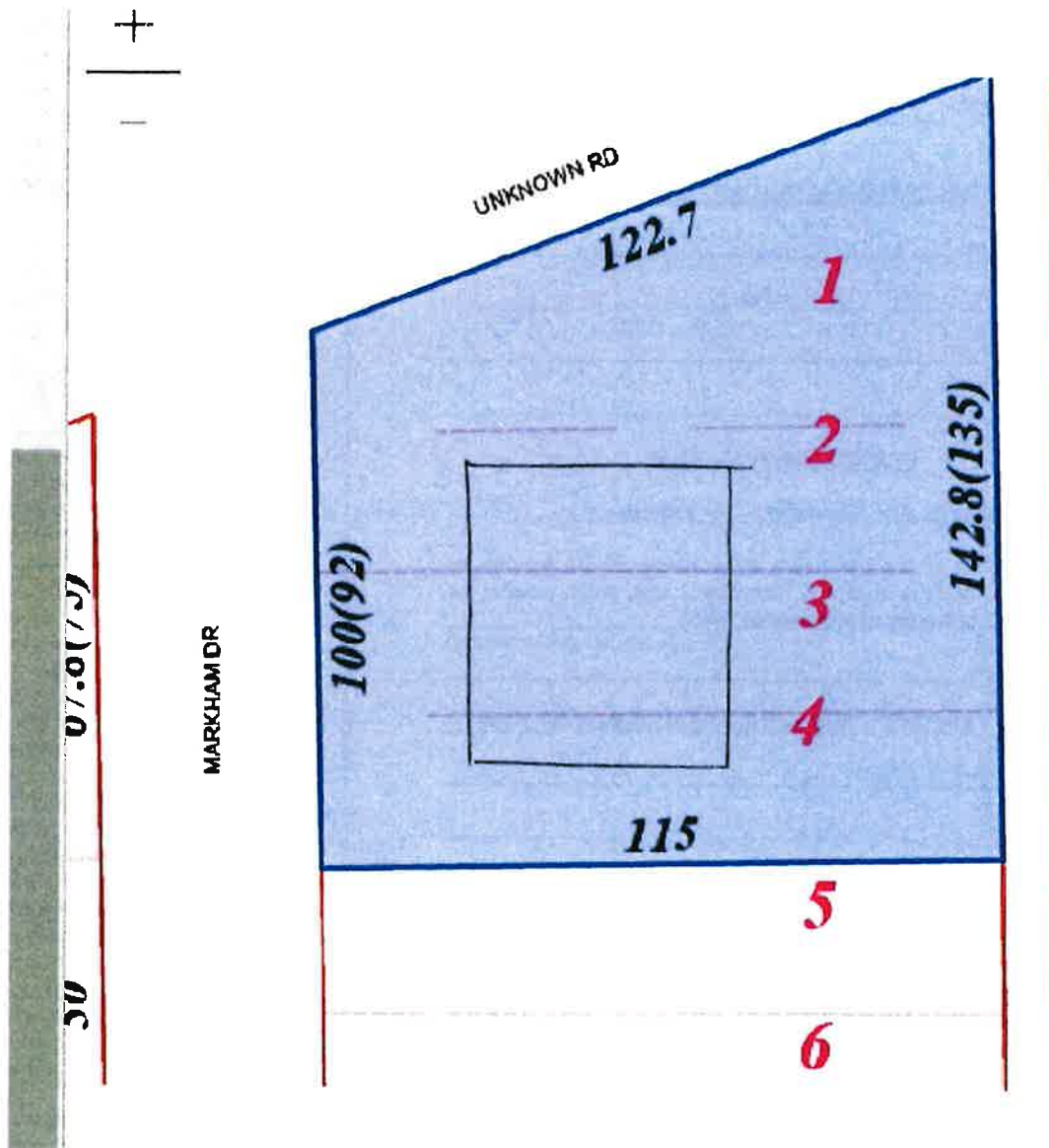
SK OWNERSHIP: Please provide a recorded warranty deed.

SK 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.

SK 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.

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

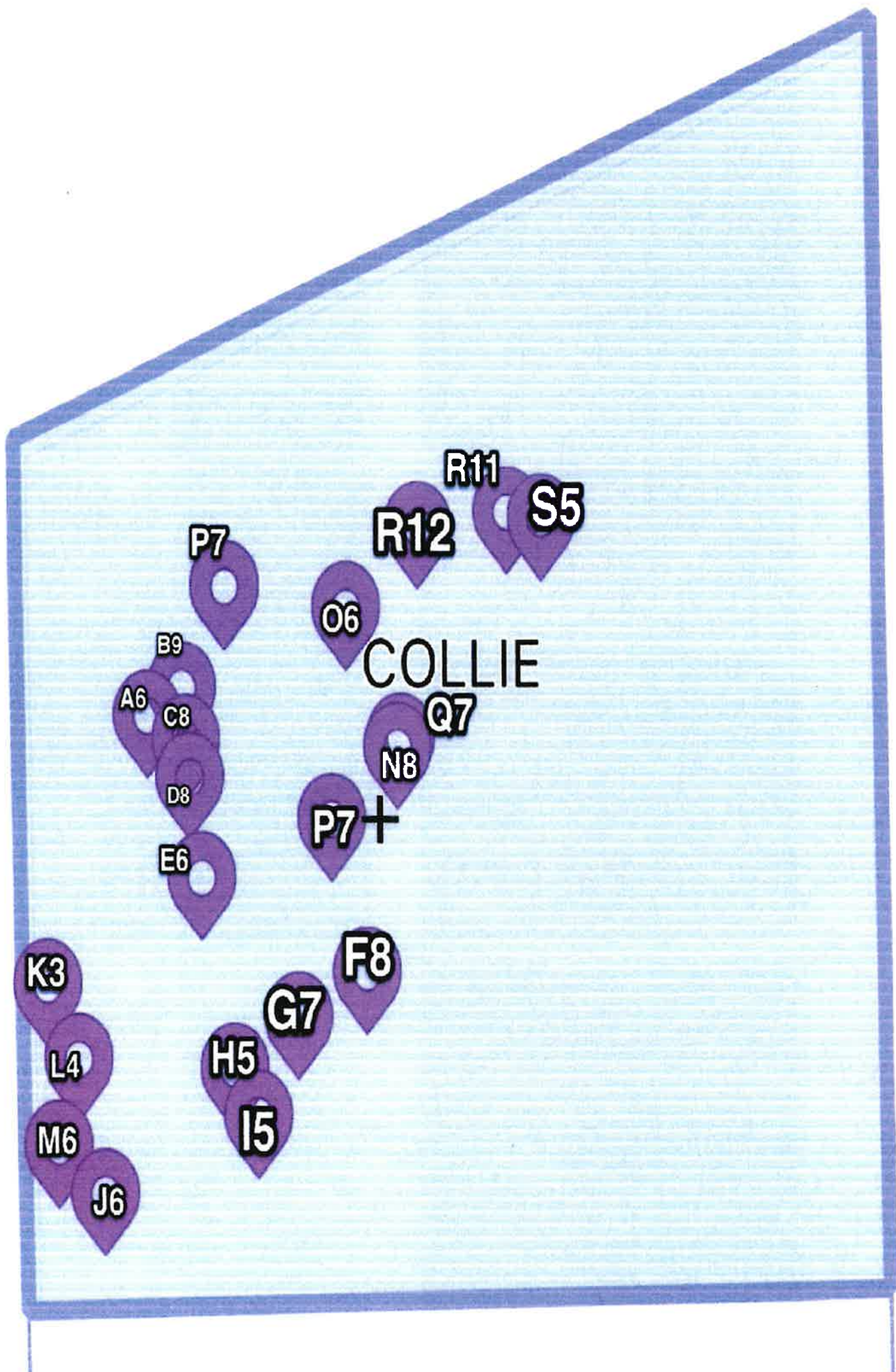
MINUTES OF JUNE 13, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



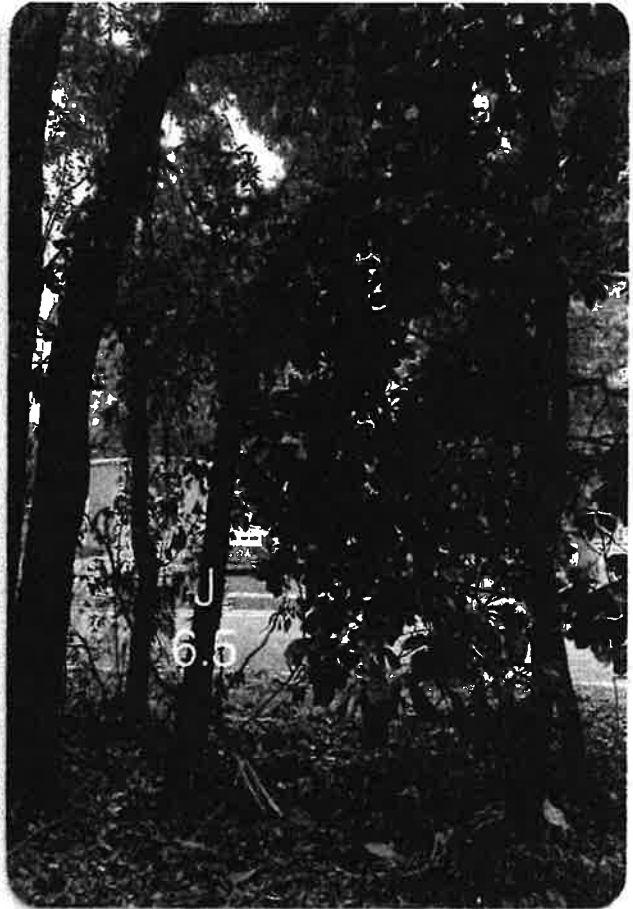
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MINUTES OF JUNE 13, 2024
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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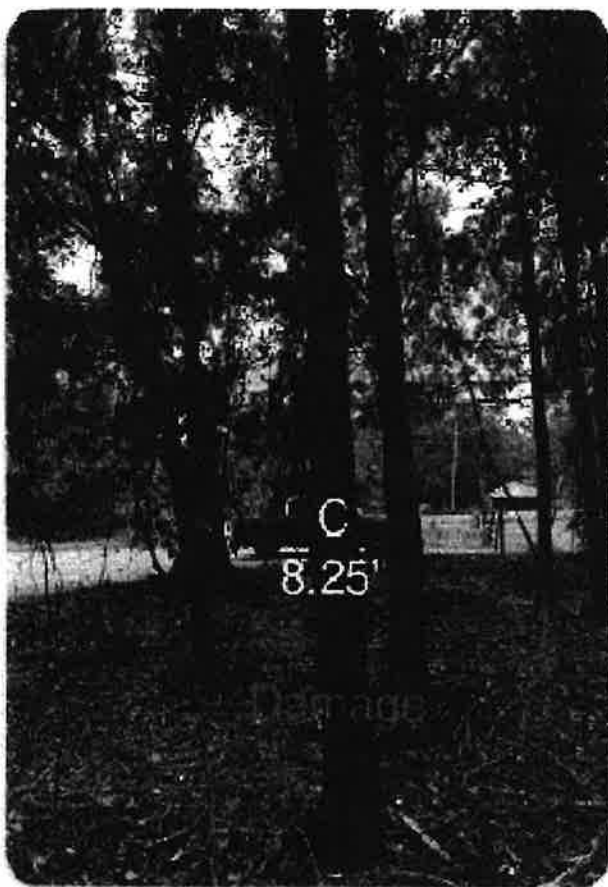
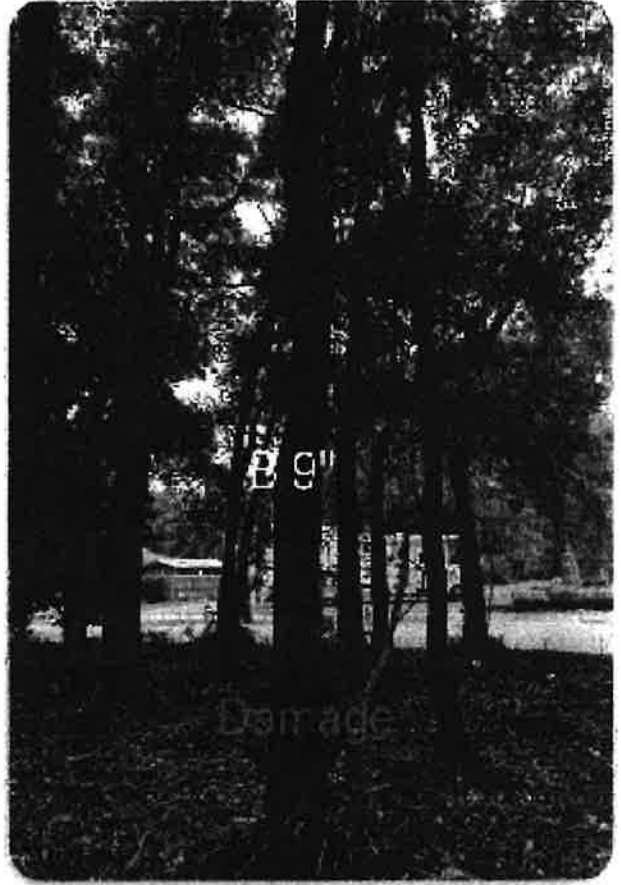
**MINUTES OF JUNE 13, 2024
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



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LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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MINUTES OF JUNE 13, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Prepared by:
David D. Pilger
Attorney at Law
1406 Bienville Blvd.
Ocean Springs, MS 38564
(228) 215-0011

Grantors:
Robert J. Collie, Jason Wayne Parker,
Jeremy Lee Posey and Lindsey Jo Posey
1748 Stearns Varnon Road
Stennis, MS 39766
()

Return To:
Pilger Title Co.
1406 Bienville Blvd.
Ocean Springs, MS 38564
(228) 215-0011

Grantees:
Stanley Kemp, Susan Sones Kemp, and
Shelton James Terrell
210 Trudum Avenue
Long Beach, MS 38580
(601) 770-1691

File No. Z2434949

INDEXING INSTRUCTIONS: Lots 1-4, Block 1, Thomas S/D of Lots 33-36 of the White and Calvert Survey, 1st JD, Harrison County, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION of the price and sum of TEN THOUSAND DOLLARS (\$10,000), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, we, Robert J. Collie, Jason Wayne Parker, Jeremy Lee Posey and Lindsey Jo Posey, do hereby sell, convey and warrant unto Stanley Kemp, Susan Sones Kemp and Shelton James Terrell, as joint tenants with full right of survivorship and not as tenants in common, all of that certain tract, piece or parcel of land situated in Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereto belonging, and being more particularly described as follows, to-wit:

Lots 1, 2, 3 and 4, Block 1, Thomas Subdivision of Lots 33, 34 and 35 of the White and Calvert Survey, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk in the First Judicial District of Harrison County, Mississippi, in Plat Book 6, at Page 6 (Copy Book 3, at Page 183).

This being the same property as that conveyed to Joyce Collie, by Warranty Deed recorded in Deed Book 652 at Page 500, Land Deed Records of Harrison County, Mississippi, and subsequently voided with the Grantors in the Chancery Court of Lowndes County, MS, Case No. 44CH114-ge-20158 KMB.

If this property is bounded by water, this conveyance includes any natural accretion, and is subject to any erosion due to the action of the elements. Such riparian and littoral rights as exist are conveyed herewith but with out warranty as to their nature or extent. If any portion of the property is below the mean high tide watermark, or is coastal wetlands as defined in the Mississippi Coastal Wetlands Protection Act it is conveyed by quitclaim only.

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

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

It is agreed and understood that the taxes for the current year have been 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 hereto agree to make all necessary adjustments on the basis of an actual proration.

This conveyance is not part of the Grantor(s) homestead.

The death certificate of Betty Joyce Collie is attached hereto as Exhibit "A".

The Decree is attached hereto as Exhibit "B".

WITNESS MY SIGNATURE, on this the 7 day of May, 2024.


Robert J. Collie

ACKNOWLEDGMENT

STATE OF
COUNTY OF

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 7th day of May, 2024.

(AFFIX SEAL)


NOTARY PUBLIC

My commission expires: Nov. 6, 2025



**MINUTES OF JUNE 13, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
MEMORANDUM**

Date: May 20, 2024

To: City of Long Beach Planning Commission

From: Long Beach Tree Board

Re: Tree(s) Removal – 0 Markham Drive

The Tree Board approves this application to assist in new construction.



Karen Epperson-Price

Victor L. Chapman

After discussion and upon recommendation made by City of Long Beach Tree Board, Commissioner Suthoff made motion, seconded by Commissioner Gaddy 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 601 East Beach Blvd, Tax Parcel 0612A-01-072.000, submitted by Bobby Wayne Mooney (owner) and Darryl Mitchell (property manager) as follows:

MINUTES OF JUNE 13, 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: 601 E. Beach Blvd LB (Location of Short-Term Rental) Tax Parcel # 0612A-01-072.000

OWNER'S INFORMATION:
Property Owner's Name: Bobby Wayne Mooney
Property Owner's Address: 60 Wayne Lane, Collins, MS
Property Owner's Mailing Address, if different from above:

Property Owner's Phone No: (601) 517-6581 City State Zip Email Address: judgebmooney@yahoo.com

Is there a homeowner's association for the neighborhood? If so, please provide written statement of support of short term rental?

PROPERTY MANAGER INFORMATION:
Property Manager's Name: Darryl Mitchell
Property Manager's Address: (Must be a local contact) 217 Clark Ave, Pass Christian, MS
Property Manager's Phone No: (228) 224-5271 City State Zip Email Address: sharondarryl@hotmail.com

- PLEASE PROVIDE THE FOLLOWING:
- Mississippi Sales Tax ID # Evolve
 - 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.

PRINT NAME: Bobby Wayne Mooney SIGNATURE: Bobby Wayne Mooney DATE: 5/10/24

BELOW IS FOR OFFICE USE ONLY

| | | | |
|----------------------|-----------------------------|-----------------------|------------------------------------------|
| Maximum Occupancy: 8 | Maximum Vehicles allowed: 4 | Number of bedrooms: 4 | Number of people home can accommodate: 8 |
|----------------------|-----------------------------|-----------------------|------------------------------------------|

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: 6/11/24
Fire Inspector Signature: [Signature] Date:

COMMENTS:

Date Received: 5/10/24
Agenda Date: 6/13/24
Amount Due/Paid: 250.00
Payment Method: cash

**MINUTES OF JUNE 13, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

SCANNED



1st JUDICIAL DISTRICT
Instrument 2023-0004273-D-11
Filed/Recorded 03/13/2023 4:30:01 PM
Total Fees 26.00
5 Pages Recorded

Prepared By:
RICHARD J. SMITH (Bar #7590)
MILLER & SMITH
1922 23rd Avenue
Gulfport, MS 39501
(228) 864-2515

Return To:
MILLER & SMITH
1922 23rd Avenue
Gulfport, MS 39501
(228) 864-2515

INDEX IN: Part of Lot 1, Blk 20, ORIGINAL LONG BEACH, 1st Jud. Dist., Harrison County, MS

GRANTOR(S) NAME(S): ROBERT D. HUNT II
ADDRESS: 6082 Espy Avenue, Long Beach, MS 39560
PHONE NO.: (228) 334-4417

GRANTEE(S) NAME(S): BOBBY WAYNE MOONEY
ADDRESS: 60 Wayne Lane, Collins, MS 39428
PHONE NO.: (601) 517-6581

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 consideration, the receipt and

**MINUTES OF JUNE 13, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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sufficiency of all of which is hereby acknowledged, I, **ROBERT D. HUNT II**, Grantor, do hereby sell, convey and warrant unto **BOBBY WAYNE MOONEY**, Grantee, the following described property, together with any and all improvements thereon, situated and being located in the First Judicial District of Harrison County, Mississippi, and being further described as follows:

See attached EXHIBIT A.

Said property being the same property conveyed by Holt Rentals, LLC, Eddie J. Holt, and Margaret G. Holt to Robert D. Hunt II in a Warranty Deed dated January 16, 2023, filed for record January 19, 2023, and recorded as Instrument 2023-1006-D-J1 of the records in the Office of the Chancery Clerk for the First Judicial District of Harrison County, Mississippi.

THE ABOVE DESCRIBED PROPERTY is not part of the homestead of the Grantor herein.

THE ABOVE DESCRIBED PROPERTY IS SUBJECT TO any and all reservations, restrictions, easements, restrictive covenants, rights-of-way, or oil, gas and mineral reservations, conveyances and leases of record.

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**MINUTES OF JUNE 13, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

3

AD VALOREM TAXES FOR THE CURRENT YEAR have been prorated as of this date on an estimated basis and are hereby assumed by the Grantee(s) herein.

WITNESS MY/OUR SIGNATURE(S), this 13th day of March, 2023.


Robert D. Hunt II
ROBERT D. HUNT II

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, the within named, ROBERT D. HUNT II, who acknowledged that he signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal of office, this 13th day of March, 2023.

My Commission Expires:

Nancy M. Gates
NOTARY PUBLIC


Parking Rules

No more than 4 vehicles are allowed to park at the property.

Trash Management

Trash cans are to be at the road, wheels facing the house, no later than 6 a.m., Monday. Trash runs once a week

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**MINUTES OF JUNE 13, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
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).**

**MINUTES OF JUNE 13, 2024
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- 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 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 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

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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. 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

**MINUTES OF JUNE 13, 2024
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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 fees, pool heating fees, etc.) and 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

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immediately. If the Vacation Rental is not in the condition represented in the rental listing, Evolve may, in its sole discretion, offer an appeasement; provided, however, that in no event will such an appeasement exceed the amount you paid for the reservation. You hereby acknowledge that if the Vacation Rental has access to shared amenities, the repair and maintenance of such shared amenities 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 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

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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 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

**MINUTES OF JUNE 13, 2024
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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.

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.

**MINUTES OF JUNE 13, 2024
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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.
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

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**MINUTES OF JUNE 13, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
04/23/2024

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

| | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| AGENCY Entrekin Ins Services LLC 12000 Mobile Avenue Gulfport MS 39503 FAX (A/G. No.): (228) 460-0575 E-MAIL ADDRESS: jody@entrekinins.com CODE: SUB CODE: | | PHONE (A/G. No., Ext): (228) 460-0574 COMPANY Underwriters At Lloyds London 181 West Madison Street Chicago IL 60602 | |
| AGENCY CUSTOMER ID# INSURED Bobby Mooney and Vicki L. Mooney 60 Wayne Lane Collins MS 39428 | | LOAN NUMBER POLICY NUMBER GLF-0001542 EFFECTIVE DATE: 04/04/2024 EXPIRATION DATE: 04/04/2025 <input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED THIS REPLACES PRIOR EVIDENCE DATED: | |

PROPERTY INFORMATION

LOCATION/DESCRIPTION
 601 E Beach Blvd
 Long Beach Harrison MS 39560

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

| COVERAGE INFORMATION | PERILS INSURED | BASIC | BROAD | <input checked="" type="checkbox"/> SPECIAL | AMOUNT OF INSURANCE | DEDUCTIBLE |
|---------------------------------|----------------|-------|-------|---------------------------------------------|---------------------|------------|
| Dwelling (Cov. A) | | | | | \$350,000 | 1,000 |
| Personal Property (Cov. C) | | | | | \$50,000 | 5% |
| Loss of Use (Cov. D) | | | | | \$36,000 | |
| Personal Liability | | | | | \$1,000,000 | |
| Medical Payments | | | | | \$10,000 | |
| Mold Increased Limits | | | | | \$15,000 | |
| Water Backup of Sewers & Drains | | | | | \$15,000 | |

REMARKS (Including Special Conditions)
 This policy covers short term as well as long term rental. *[Signature]*

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

ADDITIONAL INTEREST

| | | |
|------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| NAME AND ADDRESS | <input type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> MORTGAGEE | <input type="checkbox"/> LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE |
| | LOAN # | |
| | AUTHORIZED REPRESENTATIVE <i>Jody Entrekin</i> | |

ACORD 27 (2016/03)

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

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MINUTES OF JUNE 13, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

It came for discussion under new business a Short-Term Rental for the property located at 120 West Third Street, Tax Parcel 0612B-03-077.000, submitted by Compass Inc, LLC (owner) and Beachy Bookings, LLC (property manager), as follows:

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**MINUTES OF JUNE 13, 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: 120 W 3rd St Tax Parcel # 0612B-03-077.000
(Location of Short-Term Rental)

OWNER'S INFORMATION:

Property Owner's Name: Compass One Llc

Property Owner's Address: PO Box 963 Long Beach Ms

Property Owner's Mailing Address, if different from above:

Same

Property Owner's Phone No: 228-424-3860 **City:** _____ **State:** _____ **Zip:** _____
Email Address: Triplett.Tammy@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: Beachy Bookings LLC - Tanya Darrow

Property Manager's Address: (Must be a local contact)

414 E pass road **City:** Gulfport **State:** MS **Zip:** 39507

Property Manager's Phone No: 228-547-5391 **Email Address:** beachyoperations@gmail.com

PLEASE PROVIDE THE FOLLOWING:

- Mississippi Sales Tax ID # N/A
- 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.

Tammy Triplett [Signature] 4/4/24
PRINT NAME SIGNATURE DATE

BELOW IS FOR OFFICE USE ONLY

| | | | |
|--------------------|---------------------------|---------------------|----------------------------------------|
| Maximum Occupancy: | Maximum Vehicles allowed: | Number of bedrooms: | Number of people home can accommodate: |
| <u>8</u> | <u>4</u> | <u>4</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:** 6/11/24

Fire Inspector Signature: _____ **Date:** _____

COMMENTS: _____

| | |
|-------------------------|----------------|
| Date Received: | <u>6/6/24</u> |
| Agenda Date: | <u>6/13/24</u> |
| Amount Due/Paid: | <u>250.00</u> |
| Payment Method: | <u>1144</u> |

MINUTES OF JUNE 13, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



Compass Investments, LLC owner of the property located at
120 W 3rd Ave, Tax Parcel *0612 B -03 -077.000*
affirm that I am in compliance with building codes, deed restrictions
and/or covenants, and have paid all applicable taxes, fees and other
charges. I acknowledge that a violation of the ordinances of the City of
Long Beach shall result in the suspension or revocation of the permit.

[Signature]
signature
4/4/24
date



SCANNED



[Signature] 1st JUDICIAL DISTRICT
Instrument 2022-0021409-D-11
Filed/Recorded 08/25/2022 10:59:01 AM
Total Fees 26.00
4 Pages Recorded

Prepared by:
David B. Pilger
Attorney at Law
1408 Bienville Blvd., Suite 101
Ocean Springs, MS 38664
(228) 216-0011

Grantor:
IRBY Home Buyers, LLC
An Alabama Limited Liability Company
1 St. Louis Street, Suite 3400
Mobile, AL 36602
(251) 202-2222

Return To:
David B. Pilger
Attorney at Law
1408 Bienville Blvd., Suite 101
Ocean Springs, MS 38664
(228) 216-0011

Grantee:
Compass Investments, LLC
P.O. Box 963
Long Beach, MS 38660
(228) 424-3860

File No. T220903A

INDEXING INSTRUCTIONS: A parcel of land situated in Sec 13, T8S, R12W, 1st JD, Harrison County, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, IRBY Home Buyers, LLC, An Alabama Limited Liability Company, does hereby sell, convey and warrant unto Compass Investments, LLC, A Mississippi Limited Liability Company, all of that certain tract, piece or parcel of land situated in Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereto belonging, and being more particularly described as follows, to-wit:

Legal Description attached hereto as Exhibit "A"

This being the same property as that previously conveyed to George T. Brumbelow & Mary V. Brumbelow, by instrument recorded in Deed Book 1283, at Page 296, Land Deed Records of Harrison County, Mississippi.

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**MINUTES OF JUNE 13, 2024
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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

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

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

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

WITNESS MY SIGNATURE, on this the 14th day of AUGUST, 2022.

IRBY Home Buyers, LLC
An Alabama Limited Liability Company

Brandi Day
By: Brandi Day, Closing Coordinator

**CORPORATE
ACKNOWLEDGMENT**

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 14th day of AUGUST, 2022, within my jurisdiction, the within named Brandi Day, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that she executed the same in her representative capacity, and that by her signature on the instrument, and as the act and deed of the person or entity upon behalf of which she acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 14th day of AUGUST, 2022.



Brandi Toups
NOTARY PUBLIC

My commission expires November 15, 2024

**EXHIBIT "A"
LEGAL DESCRIPTION**

That certain parcel of land situated in Section 13, Township 8 South, Range 12 West, First Judicial District of Harrison County, Mississippi, being more particularly described as follows:

That certain lot or parcel of land beginning at a stake in the North Edge of Third Street, said point being in the Southwest corner of a parcel of land sold by Mrs. J. V. McCaughan to Ben Simmons December 16th, 1922, deed recorded in Book 136 at Page 472 of the Records of Deeds; running thence North 28° West along and with the West line of said Simmons land a distance of 260 feet to a stake at the Northwest corner of the said Simmons land; running thence Westwardly parallel with the North line of Third Street a distance of 100 feet to a stake; running thence South 28° East 260 feet to a stake in the North edge of Third Street; running thence Eastwardly along the North edge or line of Third Street a distance of 100 feet to the point or place of beginning; said parcel of land being bounded on the South by said Third Street; on the East by the property now or formerly of Ben Simmons, on the North by the property now or formerly of McCaughan, and on the East by the land now or formerly of Bass. Together with all improvements located thereon and all appurtenances thereunto belonging.

MINUTES OF JUNE 13, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
Beachy Bookings, LLC. Short Term Rental Agreement

Address: _____

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

OCCUPANCY

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

CONDITION AND USE OF PROPERTY

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

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

DEFAULT

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

ASSIGNMENT OR SUBLEASE

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

RISK OF LOSS AND INDEMNIFICATION

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

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

RELEASE

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

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**MINUTES OF JUNE 13, 2024
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

ENTRY AND INSPECTION

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

UNAVAILABILITY OF PROPERTY

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

ADDITIONAL TERMS TO THE RENTAL AGREEMENT

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

GENERAL PROVISIONS

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

**CHECK-IN TIME is AFTER 4 P.M. CST AND CHECKOUT is AT 10 A.M. CST.
There is no early check in or late check out.**

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

We do not allow pets. The security deposit will be kept if there is evidence of an animal on the property.

OCCUPANCY: No persons other than those in the Guest party set forth below may stay overnight on the property. Maximum occupancy is _____ people including children. No more than _____ people can occupy the home over night. No guests allowed.

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

**MINUTES OF JUNE 13, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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

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

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

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

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

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

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

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

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

RATE CHANGES – Rates subject to change without notice.

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

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

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

This home is privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk

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MINUTES OF JUNE 13, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

of any harm arising from their use of the premises or others whom they invite to use the premise. Fire Extinguishers are located under the sink in each of the houses. Please use them responsibly and only for what they are intended. Do not remove them from the home.

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

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

Sign Date: _____

Driver's License # _____ State: _____

Number of Guests In Party: _____

Mailing address: _____

Email Address: _____

Rental guest registration (Name of all persons staying):

Cars: Year, Make, Model, License Plate:

Trash: Garbage can to the road on _____

Rental Dates:
30 Oct to 30 Nov 2022

Breakdown of charges: _____

Rental fee - _____

Cleaning fee - _____

Refundable damage deposit - _____

Total due: \$ _____

A credit card must be kept on file and a copy of ids and vehicle information. Any changes must be approved with management. Initial here to acknowledge all information listed above.

Guest agrees to leave on the checkout date by the checkout time or at any time violations of the rules are reported. Initial

Rental Agent: Tanya Darrow Cell
phone - 228-229-2275
booknowinms@gmail.com

Please provide 3 referrals (name and phone number):

1. _____

2. _____

3. _____

**MINUTES OF JUNE 13, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

DWELLING POLICY DECLARATIONS

| | | |
|----------------------------------|------------------------------------------------------|------------------------|
| New Policy | Certain Underwriters at Lloyd's, London | Policy No: NVF-0009483 |
| Name Insured and Mailing Address | General Agent: RT Specialty | |
| Triplett, Tammy | Insured's Producer: Allen Insurance Agency LLC | |
| 108 Summer Lane | 88-A Jeff Davis Avenue, Long Beach, MS, 39560 | |
| LONG BEACH | Phone# - (228) 822 1234 Fax# - (228) 822 1236 | |
| HARRISON | Agent Name: Gerald Allen | |
| MS | | |
| 39560 | | |

Policy Period: 12 Months From: 05-30-2024 To: 05-30-2025
(7:00 A.M. Standard Time at the Described Location)

This Insurance applies to the Described Location. Coverage for which a Limit of Liability or Premium is shown and Perils Insured Against for which a premium is stated.

The Described Location:

| | |
|----------------------------------|----------------------------|
| Property Coverages | Limits of Liability |
| A - Dwelling - Fire, BC, V&MM | \$250,000 |
| B - Other Structures | \$0 |
| C - Personal Property | \$0 |
| D - Loss of Use | \$12,500 |
| Optional Coverages | |
| Water Backup | \$5,000 |
| Limited Mold Coverage | \$5,000 |
| Vandalism and Malicious Mischief | Included |
| Liability Coverages | Limits of Liability |
| L - Personal Liability | \$300,000 |
| M - Medical Payments to Others | \$1,000 |

In Case of loss under this policy we cover only that part of the loss over the deductible stated for this location(s).

Deductibles

Property Deductible(s): \$5,000 Wind/Hail: The greater of 5% or \$5,000 Other Deductible:

Form(s) and endorsement(s) made a part of this policy for this location(s): 405 Gates Avenue, LONG BEACH, MS, 39560

SEE ARF1779 - SCHEDULE OF FORMS AND ENDORSEMENTS

Mortgagee(s), Additional Insured(s) and Lienholder(s) made a part of this policy for this location(s):

Rating Information:

Occupancy: Rental - Annual Year of Construction: 1965 Territory: 1
Construction: Frame Number of Units: Single Family Fire District or Town: LONG BEACH
Protection Class: 5

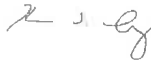
NOTE: This insurance policy is issued pursuant to Mississippi law covering surplus lines insurance. The company issuing the policy is not licensed by the State of Mississippi, but is authorized to do business in Mississippi as a nonadmitted company. The policy is not protected by the Mississippi Insurance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

| | |
|-------------------------------------|-------------------|
| Basic Premium (Property+Liability): | \$2,702.00 |
| Surplus Lines Tax: | \$116.48 |
| Windstorm tax: | \$87.36 |
| Stamp Fee: | \$7.26 |
| Policy Fee: | \$150.00 |
| Inspection Fee: | \$60.00 |
| Total Premium: | \$3,123.12 |
| Minimum Earned Premium: | 25.0% |

THIS DECLARATION TOGETHER WITH THE POLICY JACKET, DWELLING POLICY FORM, AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED POLICY.

Date: 08-03-2024

By:



(KIERAN DEMPSEY)
Correspondent

**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. § 83-21-23(1) requires that a surplus lines insurance producer shall furnish to an insured at the time of policy deliverance 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: KIERAN DEMPSEY

Address: 9020 Stony Point Pkwy, Ste 450

City: Richmond State: Virginia Zip: 23235

M.B. 325

06.13.24 Reg

**MINUTES OF JUNE 13, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
Complaints Procedure**

If you have any questions, concerns, or complaints about your policy or the handling of a claim, please contact your insurance agent.

In the event that you remain dissatisfied and wish to make a complaint, you may send your complaint to:

RSG Specialty, LLC
Regulatory & Compliance
 180 N. Stetson Avenue
 Chicago, Illinois 60601
Regulatorycompliance@ryansg.com

If you still remain dissatisfied, you can refer the matter to Lloyd's. Visit www.lloyds.com/complaints for more information

| | | | |
|-------------------------------------------------|------------------------------------------------------|-----------------|-----------------------|
| | | | ENDORSEMENT NO. _____ |
| ATTACHED TO AND FORMING A PART OF POLICY NUMBER | ENDORSEMENT EFFECTIVE DATE (12.01 A.M STANDARD TIME) | NAMED INSURED | AGENT NO. |
| NVF-0009483 | 05-30-2024 | Tripiett, Tammy | |


THIS ENDORSEMENT CHANGES THE POLICY.PLEASE READ IT CAREFULLY.

MINIMUM EARNED CANCELLATION PREMIUM

The following provision is added to the Cancellation Condition :

If You request cancellation of this policy,We will retain not less than 25.0% of the original premium

**MINUTES OF JUNE 13, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

| | | | |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|----------------------------------|---------------------------------------------------------|
|  | Property Insurance Company of America 301 East Second Street Suite 200 B Pass Christian, MS 39571 | | Wind Only Policy Declaration Renewal Insured Copy |
| | Insured Bill | Customer Service: (833) 565-2788 | DECLARATION EFFECTIVE: 05/15/2024 |
| Policy Number | From | To | Agent Code |
| 508563 | 05/15/2024 | 05/15/2025 | 5024 |
| NAMED INSURED AND ADDRESS: | | AGENT: | |

TAMMY TRIPLETT
PO BOX 063
LONG BEACH, MS 39560

Allen Insurance Agency
98-A Jeff Davis Ave
Long Beach, MS 39560
Phone#: (228) 822-1234

INSURED LOCATION:
TAMMY TRIPLETT
120 W THIRD ST
LONG BEACH, MS 39560

| BASIC COVERAGES PREMIUM | ATTACHED ENDORSEMENTS PREMIUM | POLICY FEES / SURCHARGES | TOTAL POLICY PREMIUM |
|-------------------------|-------------------------------|--------------------------|----------------------|
| \$3,250.00 | \$0.00 | \$100.00 | \$3,350.00 |

| PRODUCT | CONST TYPE | YEAR | OCC / USE | # FAMILY | TERRITORY |
|-----------|------------|------|--------------------|----------|-----------|
| Wind Only | Frame | 1940 | Non-Owner Occupied | One | 31 |

| Coverages - Section I | Limit/Pct | Premium |
|--------------------------------|-----------|---------|
| Coverage A - Dwelling | \$400,000 | \$3,250 |
| Coverage B - Other Structures | \$0 | \$0 |
| Coverage C - Personal Property | \$40,000 | \$0 |
| Coverage D - Loss of Use | \$40,000 | \$0 |

| | |
|-------------------------------|----------------|
| Basic Coverages Premium | \$3,250 |
| Attached Endorsements Premium | \$0 |
| Annual Policy Premium | \$3,250 |
| Policy Fee | \$100 |
| Inspection Fee | \$0 |


Total Policy Premium \$3,350

Wind/Hail Deductible: \$15,000

M.B. 325

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**MINUTES OF JUNE 13, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

| | | | | |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|----------------------------------|-------------------------------------------------------------------------------------------------|------------|
|  | Property Insurance Company of America 301 East Second Street Suite 200 B Pass Christian, MS 39571 | | Wind Only Policy Declaration Renewal Insured Copy | |
| | Insured Bill | Customer Service: (833) 565-2788 | DECLARATION EFFECTIVE: 05/15/2024 | |
| Policy Number | From | To | 12:01 AM STANDARD TIME | Agent Code |
| 608563 | 05/15/2024 | 05/15/2025 | | 5024 |
| NAMED INSURED AND ADDRESS: | | | AGENT: | |
| TAMMY TRIPLETT PO BOX 963 LONG BEACH, MS 39560 | | | Allen Insurance Agency 98-A Jeff Davls Ave Long Beach, MS 39560 Phone#: (228) 822-1234 | |

----- MORTGAGEE(S) / ADDITIONAL INTEREST(S) -----

POLICY FORMS AND ENDORSEMENTS

| <u>Number</u> | <u>Edition</u> | <u>Description</u> | <u>Limit/Pct</u> | <u>Premium</u> |
|------------------------------|----------------|--------------------------------------------------------------|------------------|----------------|
| CHANGE NOTICE | 09 22 | NOTICE OF CHANGE IN POLICY TERMS | | \$0 |
| PICA PHBOR 2021 | 08 21 | Policyholder Bill of Rights | | \$0 |
| PICA WH | 05 21 | Windstorm and Hail Coverage - Basic Form | | \$0 |
| PICA F EXCL 2021 | 08 21 | Mississippi Flood Exclusion Advisory Notice to Policyholders | | \$0 |
| PICA HO 03 90 | 08 21 | Personal Property Replacement Cost Loss Settlement | | \$0 |
| PICA CCL 2021 | 08 21 | Outline of Coverage and Policy Checklist | | \$0 |
| PICA COB 501 20 (11/2020) | 08 21 | Wind and Flood Coordination of Benefits | | \$0 |

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**MINUTES OF JUNE 13, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

| | | | |
|-------------------------------------------------------|---------------------------------------------------------|-----------------|----------------------------------|
| | | | ENDORSEMENT NO. _____ |
| ATTACHED TO AND FORMING A PART OF POLICY NUMBER | ENDORSEMENT EFFECTIVE DATE (12.01 A.M STANDARD TIME) | NAMED INSURED | AGENT NO. |
| NVF-0009483 | 05-30-2024 | Triplett, Tammy | |

SCHEDULE OF FORMS

| S.No | Document Identifier | - Version Date | Document Name |
|------|---------------------|-------------------|-----------------------------------------------------------------------------------------------------------|
| 1 | ARF9221 | - 03/04 | DWELLING POLICY DECLARATION |
| 2 | | | COMPLAINTS PROCEDURE |
| 3 | ARF9077 | | LLOYD'S OF LONDON MINIMUM EARNED CANCELLATION |
| 4 | ARF1779 | - 10/96 | SCHEDULE OF FORMS |
| 5 | DP0003 | - 7/88 | DWELLING PROPERTY 3 SPECIAL FORM |
| 6 | NMA2962 | | BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION |
| 7 | NMA1331 | | CANCELLATION CLAUSE |
| 8 | NMA2915 | | ELECTRONIC DATA ENDORSEMENT B |
| 9 | NMA2802 | | ELECTRONIC DATE RECOGNITION EXCLUSION (EDRE) |
| 10 | NMA2341 | | LAND, WATER AND AIR EXCLUSION |
| 11 | ARF9141 | | LLOYD'S CERTIFICATE |
| 12 | ARF9073 | | LLOYD'S OF LONDON LEAD CONTAMINATION |
| 13 | LMA5020 | | LLOYD'S OF LONDON SERVICE OF SUIT CLAUSE |
| 14 | LSW1135B | - 6/03 | LLOYD'S PRIVACY POLICY STATEMENT |
| 15 | NMA1191 | | RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE |
| 16 | NMA2342 | | SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION |
| 17 | NMA2918 | | WAR AND TERRORISM EXCLUSION ENDORSEMENT |
| 18 | LSW1001 | | SEVERAL LIABILITY NOTICE |
| 19 | LMA5021 | | APPLICABLE OF LAW CLAUSE |
| 20 | ILP001 | - 01/04 | U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL, ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS |
| 21 | L-433 | - 03/98 | TRAMPOLINE EXCLUSION |
| 22 | ARFC922 | - (06/15) | ADDITIONAL LIABILITY EXCLUSIONS ENDORSEMENT |
| 23 | DP0312 | - 5/94 | WINDSTORM/HAIL PERCENTAGE DEDUCTIBLE |
| 24 | DP0423 | - 09/02 | LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA COVERAGE |
| 25 | DL2416 | - 7/88 | NO COVERAGE FOR HOME DAY CARE BUSINESS |
| 26 | DL2401 | - 7/88 | PERSONAL LIABILITY - AGREEMENT |
| 27 | DL2402 | - 7/88 | PERSONAL LIABILITY ADDITIONAL POLICY CONDITIONS |
| 28 | DL2411 | - 7/88 | PREMISES LIABILITY (NON-OWNER OCCUPIED DWGS) |
| 29 | DP 0495 | | WATER BACK UP |
| 30 | LMA 3100 | | SANCTION AND LIMITATION EXCLUSION |
| 31 | LMA5393 | | COMMUNICABLE DISEASE ENDORSEMENT |
| 32 | LMA5401 | | PROPERTY CYBER AND DATA EXCLUSION |
| 33 | NMA1257 | | NUCLEAR INCIDENT LIABILITY CLAUSE |
| 34 | LMA5062 | | FRAUDULENT CLAIM CLAUSE |

AUTHORIZED REPRESENTATIVE DATE

ARF 1779

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 Certificate of Resubdivision for the property located at 118 Oak View Avenue, Tax Parcels 0612F-01-061.000 and 0612F-01-062.001, submitted by Anothony J. Desalvo, as follows:

M.B. 325

06.13.24 Reg

MINUTES OF JUNE 13, 2024
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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 5-14-24
Zoning R-1
Agenda Date 6-13-24
Check Number CASH

APPLICATION FOR CERTIFICATE OF RESUBDIVISION

- I. TYPE OF CASE: CERTIFICATE OF RESUBDIVISION
- II. ADVALOREM TAX PARCEL NUMBER(S): 0612F-01-061.000, 0612F-01-062.00
- III. GENERAL LOCATION OF PROPERTY INVOLVED: WEST SIDE OF OAK VIEW AVE.
- IV. ADDRESS OF PROPERTY INVOLVED: 118 OAK VIEW AVE. LONG BEACH MS 39560
- V. GENERAL DESCRIPTION OF REQUEST: Resubdivision of TWO LOTS
Into ONE LOT
- 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.

ANTHONY J. DESALVO
Name of Rightful Owner (PRINT)

Name of Agent (PRINT)

118 OAK VIEW AVE
Owner's Mailing Address

Agent's Mailing Address

LONG BEACH, MS 39560
City State Zip

City State Zip

(228) 263-0947
Phone

Phone

[Signature]
Signature of Rightful Owner
25 APR 24
Date

Signature of Applicant

Date

MINUTES OF JUNE 13, 2024
REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

This page must be completed if the property or properties involved have more than one owner. All persons listed as owners to the property or properties listed on page one must complete and sign this part of the application.

I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request or authorized to act as the owner's agent for herein described request.

NAME OF OWNER (PRINT) ANTHONY DESALVO

ADDRESS (STREET, CITY, STATE, ZIP CODE) 118 OAK VIEW AVE LONG BEACH, MS 39560

PHONE # (H) (228) 263-6947 (C) _____

TAX PARCEL NUMBER(S) OWNED 0612F-01-061.000 | 0612F-01-062.000

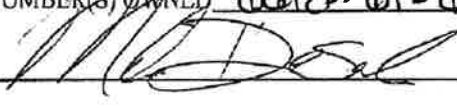
SIGNATURE 

NAME OF OWNER (PRINT) MELISSA G DESALVO

ADDRESS (STREET, CITY, STATE, ZIP CODE) 118 OAK VIEW AVE LONG BEACH, MS 39560

PHONE # (H) (601) 227-6114 (C) _____

TAX PARCEL NUMBER(S) OWNED 0612F-01-061.000 | 0612F-01-062.000

SIGNATURE 

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE) _____

PHONE # (H) _____ (C) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE _____

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE) _____

PHONE # (H) _____ (C) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE _____

(Use additional forms as needed)

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR

SPOKES PERSON/AGENT FOR YOU: _____

MINUTES OF JUNE 13, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

as Joint Tenants with full rights of survivorship, the following described real property situated and located in the First Judicial District of Harrison County, Mississippi, more particularly and more certainly described as follows:

A parcel of land and all improvements thereon together with all the rights and easements of any kind appertaining thereto Fronting 73 feet on the West margin of Oakview Avenue in the City of Long Beach and running back westerly between parallel lines a distance of 140 feet and being designated as Lot II in a survey dated March 18, 1995, and made by James A. Maitin for Dr. F.A. Johnson, and said parcel of land being more particularly described as beginning at a stake in the West margin of Oakview Avenue in said City of Long Beach Harrison County, Mississippi, which stake is 346 feet Northerly from the intersection of the North margin of Magnolia Street with the West margin of Oakview Avenue, running thence Westerly and parallel with the North margin of said Magnolia Street a distance of 140 feet to a stake, running thence North by and parallel with the West margin of said Oakview Avenue a distance of 73 feet, running thence Easterly and parallel with Magnolia Street a distance of 140 feet to the West margin of said Oakview Avenue, and running thence Southerly along the West margin of Oakview Avenue a distance of 75 feet to the place of beginning. Said parcel of land being situated in Sect on 14, Township 6 South, Range 12 West, and being a part of Lot 54 of the Henderson-Sherman-Laches Partition of the B. Pellerin Claim.

This conveyance is subject to any and all recorded rights-of-way, easements and prior reservations of any oil, gas, minerals and other rights.

This is no part of Grantor's homestead.

Taxes for the year 2022 are assumed by the Grantor.

WITNESS THE SIGNATURE of the Grantor, this the 14 day of December 2022.

BY: *William E. Winchester*
WILLIAM E. WINCHESTER

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY, came and appeared before me, the undersigned authority in and for the County and State aforesaid, the within named William E. Winchester, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein set out as the act and full authority in do so.

WITNESS my hand and official seal of office on this the 14 day of December 2022.

Lera Marie Verhovskii
NOTARY PUBLIC

My Commission Expires:

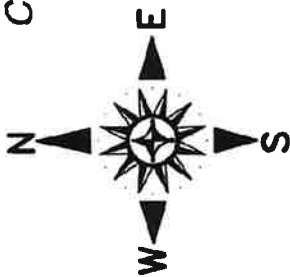
Nov 26, 2025
(Seal)



**MINUTES OF JUNE 13, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

CERTIFICATE OF RESUBDIVISION

PAGE 1 OF 4



REFERENCES:

- 1) INSTRUMENT # 2019-0003325-D-1
- 2) INSTRUMENT # 2022-0029688-D-1

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. No flood zone determination was performed as a part of this survey. An accurate determination can be made by ordering a FEMA Elevation Certificate.



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
Duke Levy, RLS #1722

DUKE LEVY & ASSOCIATES, P.A.



4412 LEISURE TIME DRIVE
DIAMONDHEAD, MS 39525
(228) 343-9691 PHONE

SCALE: 1" = 40'
DATE: 02-02-2024
REVISED: 04-25-2024

DRAWING: WO# 2024-012 CLIENT: ANTHONY DESALVO

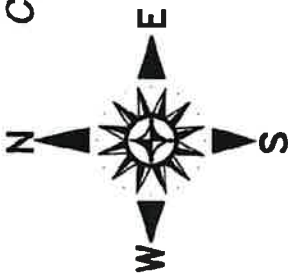
J.L.C.

BEARINGS REFERENCED TO GEODETIC BY GPS OBSERVATIONS

**MINUTES OF JUNE 13, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

CERTIFICATE OF RESUBDIVISION

PAGE 2 OF 4



REFERENCES:

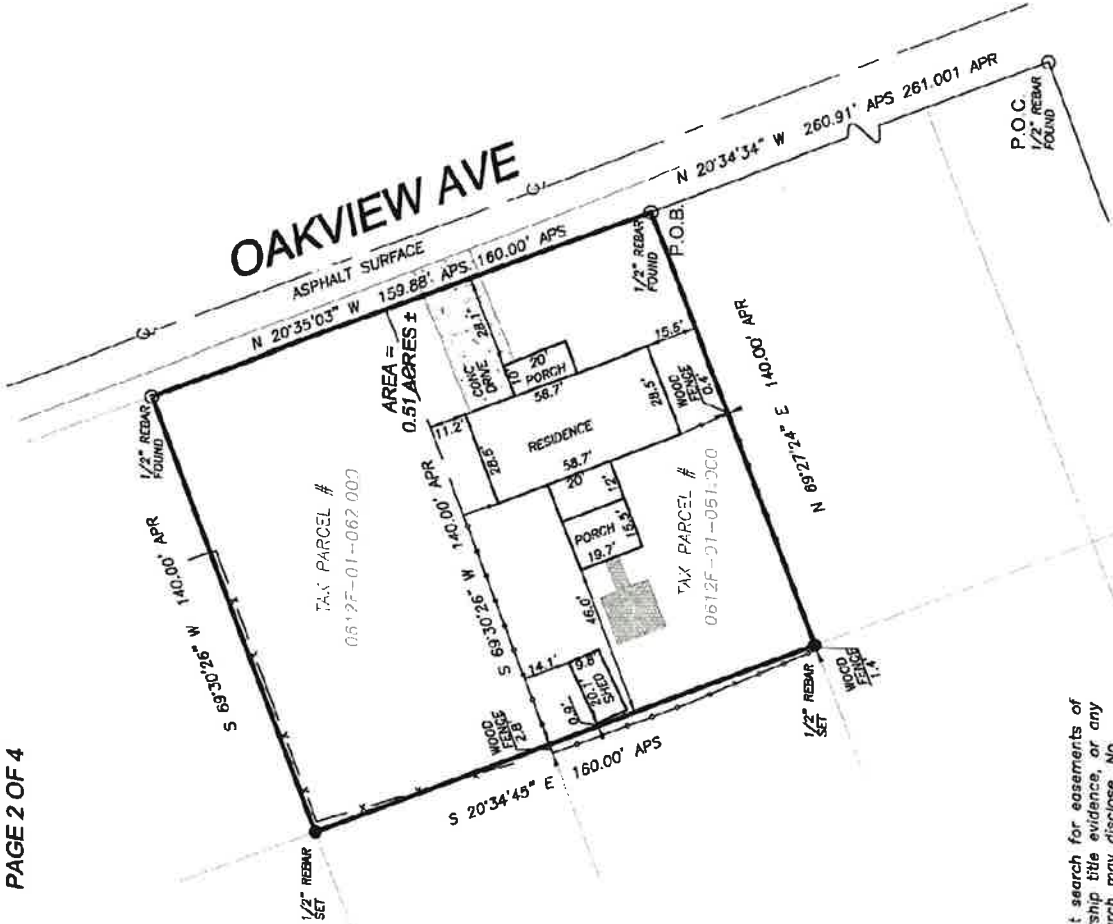
- 1) INSTRUMENT # 2019-0003325-D-J1
- 2) INSTRUMENT # 2022-0029689-D-J1

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. No flood zone determination was performed as a part of this survey. An accurate determination can be made by ordering a FEMA Elevation Certificate.



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
Duke Levy, RLS #1722

DUKE LEVY & ASSOCIATES, P.A.

DLA
4412 LEISURE TIME DRIVE
DIAMONDHEAD, MS 39525
(228) 343-9691 PHONE

SCALE: 1" = 40'
DATE: 02-02-2024
REVISED: 04-25-2024

DRAWING: W/O# 2024-012 CLIENT: ANTHONY D-SALVO

J.L.C.

BEARINGS REFERENCED TO GEODETIC BY GPS OBSERVATIONS

MINUTES OF JUNE 13, 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 two properties have been joined from Harrison County as valorem tax parcel # 0612F-01-061.000 & tax parcel # 0612f-01-062.000 into 1 new parcel.
The subject property is generally described as being located at #118 Oak View Avenue.

LEGAL DESCRIPTION: TAX PARCEL # 0612F-01-061.000

A parcel of land situated and being located in Section 14-8-12, Harrison County, Mississippi, and being a part of Lot 54 of the Henderson-Shipman-Hughes Partition of the B. Perrellin Claim; being more particularly described as follows, to-wit:

Commencing at a 1/2" rebar found at the intersection of the West margin of Oakview Avenue and the North margin of Magnolia Street, Section 14-8-12, Harrison County, Mississippi; thence N 20°34'34" W along the West margin of Oakview Avenue 260.91 feet to a 1/2" rebar found at the Point of Beginning; thence N 20°35'03" W along the West margin of Oakview Avenue 85.00 feet to a point; thence S 69°30'26" W 140.00 feet to a point; thence S 20°34'45" E 85.00 feet thence N 69°27'24" E 140.00 feet to the Point of Beginning. Said parcel contains 0.27 acres, more or less

LEGAL DESCRIPTION: TAX PARCEL # 0612F-01-062.000

A parcel of land situated and being located in Section 14-8-12, Harrison County, Mississippi, and being a part of Lot 54 of the Henderson-Shipman-Hughes Partition of the B. Perrellin Claim; being more particularly described as follows, to-wit:

Commencing at a 1/2" rebar found at the intersection of the West margin of Oakview Avenue and the North margin of Magnolia Street, Section 14-8-12, Harrison County, Mississippi; thence N 20°34'34" W along the West margin of Oakview Avenue 260.91 feet to a 1/2" rebar found; thence N 20°35'03" W along the West margin of Oakview Avenue 85.00 feet to the Point of Beginning; thence N 20°35'03" along the West margin of Oakview Avenue 75.00 feet to a 1/2" rebar found; thence S 69°30'26" W 140.00 feet to a 1/2" rebar set; thence S 20°34'45" E 75.00 feet to a point; thence N 69°30'26" E 140.00 feet to the Point of Beginning. Said parcel contains 0.24 acres, more or less

LEGAL DESCRIPTION: NEW PARCEL

A parcel of land situated and being located in Section 14-8-12, Harrison County, Mississippi, and being a part of Lot 54 of the Henderson-Shipman-Hughes Partition of the B. Perrellin Claim; being more particularly described as follows, to-wit:

Commencing at a 1/2" rebar found at the intersection of the West margin of Oakview Avenue and the North margin of Magnolia Street, Section 14-8-12, Harrison County, Mississippi; thence N 20°34'34" W along the West margin of Oakview Avenue 260.91 feet to a 1/2" rebar found at the Point of Beginning; thence N 20°35'03" W along the West margin of Oakview Avenue 159.88 feet to a 1/2" rebar found; thence S 69°30'26" W 140.00 feet to a 1/2" rebar; thence S 20°34'45" E 160.00 feet to a 1/2" rebar set; thence N 69°27'24" E 140.00 feet to the Point of Beginning. Said parcel contains 0.51 acres, more or less.



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
Duke Levy, RLS #1722

DUKE LEVY & ASSOCIATES, P.A.
4412 LEISURE TIME DRIVE
DIAMONDHEAD, MS 39525
(228) 343-9691 PHONE

| | |
|-----------------------------------------------|------------------|
| SCALE: 1" = 40' | DATE: 04-25-2024 |
| DRAWING: W0# 2024-012 CLIENT: ANTHONY DESALVO | |

J.L.C.

MINUTES OF JUNE 13, 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 _____ Date 14 MAY 2024

Subscribed and sworn to before me, in the presence this 14 day of MAY 2024, a Notary Public in and for the County of Harrison, State of Mississippi.

Halec Decker
Notary Public



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 2022-0029689-D-11 in accordance with all applicable codes and ordinances. Witness my original signature, registration number and seal this the 30th day of APRIL, 2024.



Seal

[Signature]
Registered Land Surveyor
1722
Registration Number

Subscribed and sworn to before me, in my presence this the 30th day of APRIL, 2024, a Notary Public in and for the County of Harrison, State of Mississippi.

[Signature]
Notary Public

My Commission expires: August 13, 2027

Seal



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" = 40' DATE: 04-25-2024

DRAWING: WO# 2024-012 CLIENT: ANTHONY DESALVO

**MINUTES OF JUNE 13, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Tina Dahl

From: Joe Culpepper <joe.culpepper@h2oinnovation.com>
Sent: Tuesday, May 14, 2024 2:29 PM
To: Tina Dahl; 'David Ball'; 'Tyler Yarbrough'; jan@cityoflongbeachms.com; sbowes@cityoflongbeachms.com
Subject: RE: Certificate of Resubdivision, 118 Oak View Avenue

I do not believe there will be any need for a special tap at this time.

Joe Culpepper, P.E.
Area Manager



Trusted Utility Partners

Office # (228) 863-0440
404 Kohler Street Long Beach, MS 39560
P.O. Box 591 Long Beach, MS 39560
joe.culpepper@h2oinnovation.com . www.h2oinnovation.com

M.B. 325

06.13.24 Reg

MINUTES OF JUNE 13, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

May 16, 2024

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

RE: Certificate of Subdivision – Tax Parcel No. 0612F-01-061.000

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 as a part of Lot 54 of the Henderson-Shipman-Hughes Partition of the B. Perrellin Claim, City of Long Beach, First Judicial District of Harrison County, Mississippi. The submitted subdivision proposes to combine two existing parcels into one parcel. The proposed parcel will be nearly 0.51 acres in size, with approx. 159.88 feet of street frontage on Oakview Avenue.

The Certificate itself has all appropriate certifications and information. However, we do see an issue which is listed below:

- Proposed parcel:
 - The proposed parcel has less than a foot of rear set back on the West side of the property, which does not meet the minimum ordinance requirements of 5 feet. However, this non-conforming condition currently exists today.

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

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

Sincerely,

Tyler Yarbrough

TY:539

After considerable discussion and upon recommendation by a City Engineer, Commissioner Suthoff made motion, seconded by Commissioner Gaddy 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 West Beach Blvd and Mason Avenue, Tax Parcels 0612G-02-025.000 and 0612G-02-022.000, submitted by Keith Starita, as follows:

M.B. 325

06.13.24 Reg

MINUTES OF JUNE 13, 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 C1HD
Agenda Date 6/27/24
Check Number CC

- I. TYPE OF CASE: PRELIMINARY PLAT APPROVAL
- II. ADVALOREM TAX PARCEL NUMBER(S): 06126-02-025.000 06126-02-022.000
- III. GENERAL LOCATION OF PROPERTY INVOLVED: HWY 904 MASON AV
- IV. ADDRESS OF PROPERTY INVOLVED: _____
- V. GENERAL DESCRIPTION OF REQUEST: Subdivision of MAKE 2-Lot's INTO 8-Lot's
Into _____

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: 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.

Keith STARITA
Name of Rightful Owner (PRINT)

1755 28th St
Owner's Mailing Address

Gulfport MS 39501
City State Zip

228-697-6882
Phone

KSTARITA@CORNETTBLT.COM
Email address

[Signature]
Signature of Rightful Owner

Date

Keith STARITA
Name of Agent (PRINT)

SAME
Agent's Mailing Address

SAME
City State Zip

SAME
Phone

SAME
Email address

[Signature]
Signature of Applicant

Date

MINUTES OF JUNE 13, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
DECLARATION OF PROTECTIVE COVENANTS
FOR SEARENITY SUBDIVISION

PURPOSE

The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners. Anything tending to detract from the attractiveness and value of the property for residential purposes will not be permitted.

Declaration

We, the undersigned fee owners of the hereinabove described real property, hereby make the following declarations as to limitations, restrictions, and uses to which the properties thereof may be used, hereby specifying that said declarations shall constitute covenants to all the properties, and shall be binding on all parties and all persons claiming any right, title, or interest in said property, and all persons claiming under them, to-wit:

1. Properties shall be used except for residential purposes. Provided, however, Developer and his agents shall have the right to use a lot as a temporary sales office for marketing and development purposes until this development is completed and sold.
2. No mobile homes shall be located on the above described Property at any time.
3. Commercial or industrial use of any part of the property is prohibited.
4. The dumping , of trash , debris , junk or Junk cars on This property are prohibited.
5. No chickens, swine or goats shall be permitted on this Property.
6. No noxious, immoral, illegal or offensive activity shall be carried on upon any properties.
7. Each property shall be kept in a clean and sightly condition.
8. Developer, or its assigns, shall have the right, but not the obligation, to clean up debris, trash, junk, cut grass or take any other action as it deems
 - necessary to enforce these covenants. If developer, or its assigns, is required to take such action expenses therefore, developer shall be entitled to place a lien on the owner in the office, of the Chancery Clerk and file suit in the appropriate court to recover all damages incurred.
9. Properties may be used as short-term or long term rentals, property owners shall follow the rules regulated by the City of Long Beach if they wish to obtain property for said use.
10. Owners shall be responsible for the maintenance of the 25' wide of way that will also serve as an easement for utilities.
11. Owners shall be responsible for the maintenance and upkeep of the chain wall located on the beach front.
12. Owners shall be responsible for the maintenance and upkeep of the green space.

M.B. 325

06.13.24 Reg

**MINUTES OF JUNE 13, 2024
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M.B. 325

06.13.24 Reg

MINUTES OF JUNE 13, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

| | | | | | |
|------------------------------------------------------------------------|--|--|--|---------------------------------------|-------|
| ROBERT J. NESCAL, P.E. ZIGLIDIS DRIVE SHELTON, MISSISSIPPI 38657 | | | | MASON AVENUE DEVELOPMENT SITE PLAN | BD-01 |
|------------------------------------------------------------------------|--|--|--|---------------------------------------|-------|

GENERAL NOTES:

1. REQUIREMENTS & CONDITIONS SET FORTH IN THESE SPECIFICATIONS SHALL BE CONSIDERED AS SUPPLEMENTARY TO THE CITY OF LONG BEACH SPECIFICATIONS AND SHALL BE CONSIDERED AS SUPPLEMENTARY TO THE CITY OF LONG BEACH SPECIFICATIONS UNLESS OTHERWISE NOTED. ALL DIMENSIONS AND MATERIALS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LONG BEACH AND THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION AND SHALL BE RESPONSIBLE FOR THE COST OF SUCH PERMITS AND APPROVALS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LONG BEACH AND THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION AND SHALL BE RESPONSIBLE FOR THE COST OF SUCH PERMITS AND APPROVALS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LONG BEACH AND THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION AND SHALL BE RESPONSIBLE FOR THE COST OF SUCH PERMITS AND APPROVALS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LONG BEACH AND THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION AND SHALL BE RESPONSIBLE FOR THE COST OF SUCH PERMITS AND APPROVALS.

SITE WORK:

1. GENERAL PROJECT AND MAINTENANCE CONDITIONS, UPON WHICH, SUPERS AND WORKS WHICH ARE TO REMAIN ON PROPERTY, OR WHICH ARE TO REMAIN UNTIL NEW PERMANENT INSTALLATIONS ARE COMPLETED.
 - A. THE PRECAUTIONS NECESSARY TO PROTECT EXISTING PROPERTY FROM EXCESSIVE VIBRATION, SHAKING, AND ASSUME FULL RESPONSIBILITY FOR DAMAGES RESULTING FROM NEGLIGENCE ON THESE ITEMS. NO REPAIRS WILL BE ALLOWED ON ADJACENT PROPERTY.
 - B. TEST SITE, EXAMINE EXISTING CONDITIONS AND CONDITIONS SURROUNDING SITE, DETERMINING REQUIREMENTS UNDER WHICH WORK WILL BE PERFORMED.
 - C. CLEARING OF SITE, REMOVE ALL TREES, SHRUBS, STUMPS, AND ALL OTHER OBSTACLES FROM AREAS TO BE COVERED BY THE BUILDING AND CONCRETE SLABS. ALL STUMP REMOVAL SHALL BE PERFORMED AT THE CONTRACTOR'S EXPENSE.
 - D. EXAMINATION OF EXISTING RECORDS AND SURVEY DATA TO DETERMINE THE LOCATION OF ALL UTILITIES AND THE LOCATION OF ALL EXISTING FOUNDATIONS AND FOUNDATIONS SHALL NOT BE PLACED ON EXISTING UTILITIES AND FOUNDATIONS. ALL UTILITIES SHALL BE DEPTHPROTECTED AND SHALL BE MARKED AND PROTECTED. ALL UTILITIES SHALL BE DEPTHPROTECTED AND SHALL BE MARKED AND PROTECTED. ALL UTILITIES SHALL BE DEPTHPROTECTED AND SHALL BE MARKED AND PROTECTED.
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NOTE: RETAINING WALL WILL BE MAINTAINED BY THE CITY AND NOT THE CITY OF LONG BEACH.

TYPICAL DETAIL OF RETAINING WALL
SCALE: 1/2" = 1'-0"

STACCO FINISH
AS SHOWN ON SHEET
FLOOR FINISH SHALL FOLLOW EXISTING FINISH
CONCRETE FLOOR SHALL FOLLOW EXISTING FINISH
CONCRETE FLOOR SHALL FOLLOW EXISTING FINISH

REINFORCING STEEL
REINFORCING STEEL SHALL BE: MINIMUM GRADE 40 AND IDENTIFIED IN ALL DRAWINGS WITH ASTM A 615, 4 #10, 4 #11, OR 4 #12

METAL ACCESSORIES
METAL ACCESSORIES, INCLUDING TIES, AND WIRE FABRIC SHALL CONFORM TO THE FOLLOWING STANDARDS:
1. ASTM A 208 FOR ANCHOR BOLTS AND WIRE FABRIC AND TIES
2. ASTM A 188 FOR PLATE BOLTS AND WIRE FABRIC AND TIES
3. ASTM A 188 FOR PLATE BOLTS AND WIRE FABRIC AND TIES
4. ASTM A 188 FOR PLATE BOLTS AND WIRE FABRIC AND TIES
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99. ASTM A 188 FOR PLATE BOLTS AND WIRE FABRIC AND TIES
100. ASTM A 188 FOR PLATE BOLTS AND WIRE FABRIC AND TIES

MINUTES OF JUNE 13, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

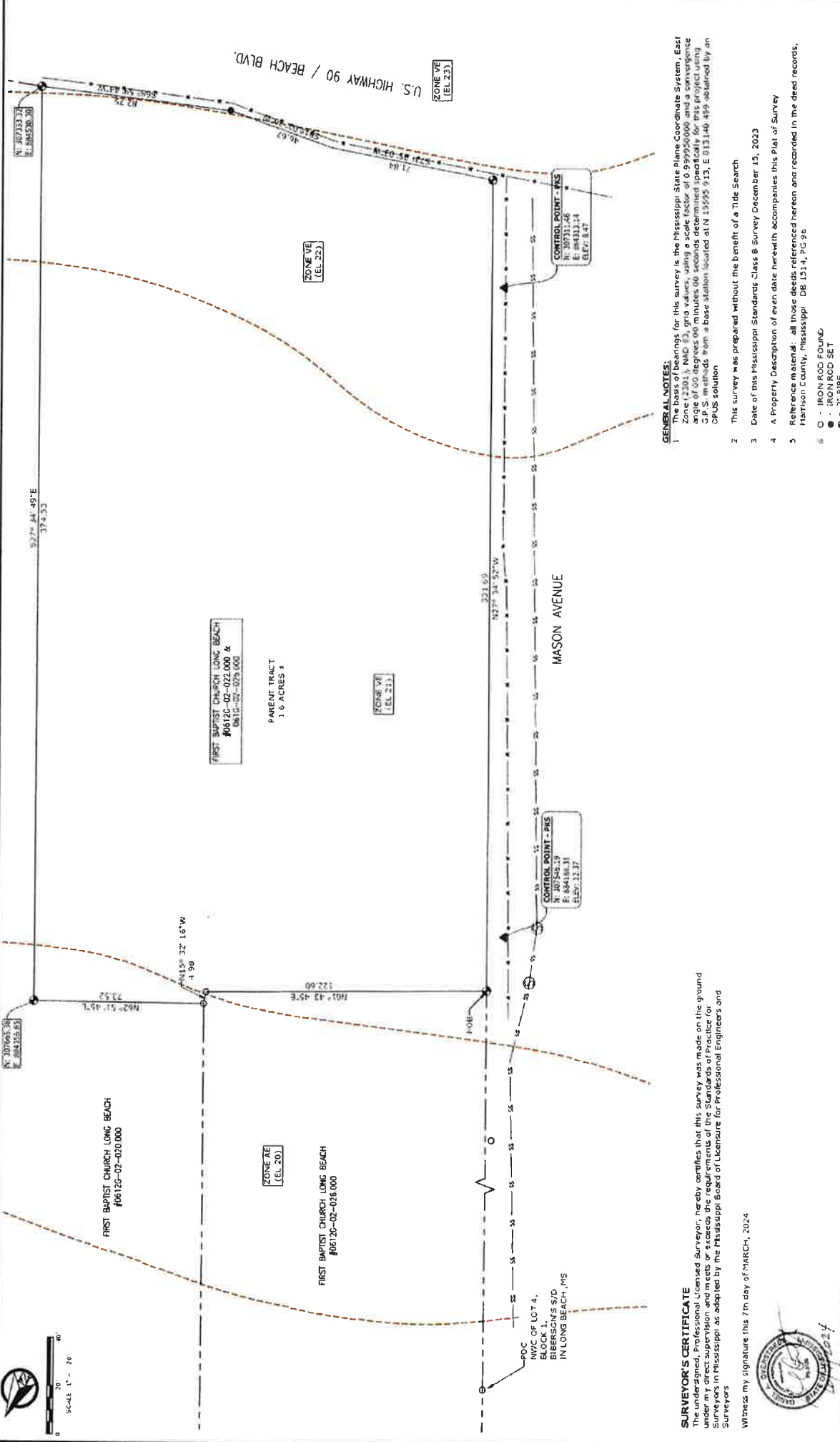


| NO. | DATE | REVISION/ISSUE |
|-----|------|----------------|
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| | | |
| | | |

TS DEVELOPMENT, LLC
SEARNTY SUBDIVISION

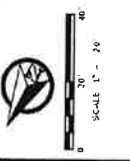
AS NOTED
BY
J. PARKER D. OBERSTRE
LICENSE NO. 16529 JB
DATE 06/13/24

SHT 1



TS DEVELOPMENT, LLC
JULIE L. STAGITA
28201 LONG MEADOW ROAD
LONG BEACH, MS, 39560
MICHAEL TURNER
13273 BLUE MEADOW ROAD
PASS CHRISTIAN, MS 39571

- GENERAL NOTES:**
- The basis of bearings for this survey is the Mississippi State Plane Coordinate System, East Zone (2303), NAD 83, grid values, using a scale factor of 0.99950000 and a convergence angle of 00 degrees 00 minutes 00 seconds determined specifically for this project using S.P.S. methods from a base station located at N 19595 913, E 013140 459 obtained by an OPUS solution.
 - This survey was prepared without the benefit of a Tide Search.
 - Date of this Mississippi Standard Class B Survey December 13, 2023.
 - A Property Description of even date herewith accompanies this Plat of Survey.
 - Reference material, all those deeds referenced herein and recorded in the deed records, Harrison County, Mississippi - DB 12114, PG 30.
 - - IRON ROD FOUND
● - 2" PIPE
- PROPERTY LINE
- - - - - FLOOD ZONE





SURVEYOR'S CERTIFICATE
The undersigned, Professional Licensed Surveyor, hereby certifies that this survey was made on the ground under my direct supervision and meets or exceeds the requirements of the Standards of Practice for Surveyors in Mississippi as adopted by the Mississippi Board of Licensure for Professional Engineers and Surveyors.
Witness my signature this 7th day of MARCH, 2024.

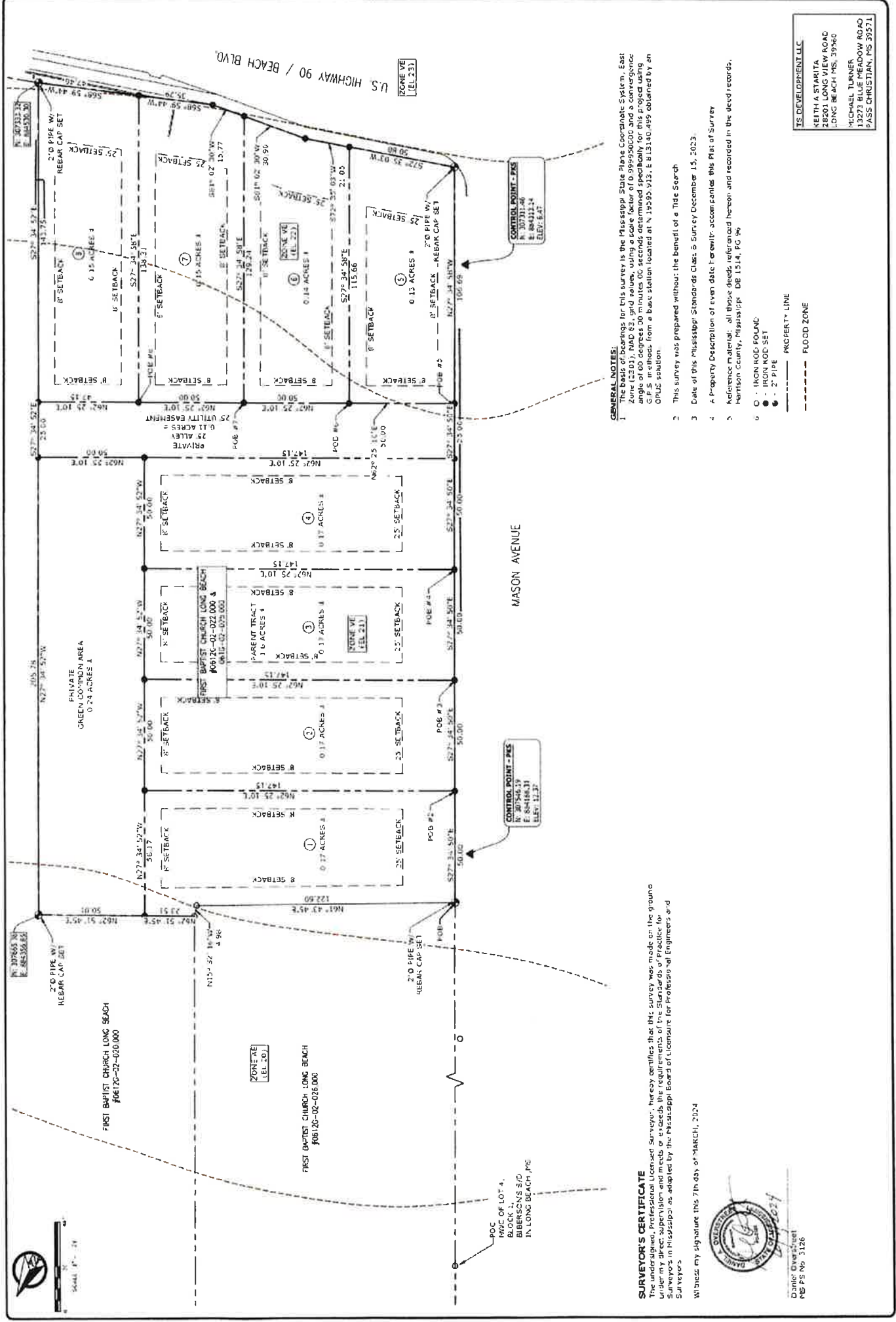


Official Copy of Plat
PS PS No. 2126

00.13.24 REG

MINUTES OF JUNE 13, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

| | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------------------------|
|  CONVINGTON MISSISSIPPI 200 North Main Street Conviction, Mississippi 39024 |  PLANNING AND DEVELOPMENT COMMISSION JUNE 13, 2024 | REVISION/ISSUE NO. DATE | TS DEVELOPMENT, LLC SEARINITY SUBDIVISION |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------------------------|



- GENERAL NOTES:**
- The basis of bearings for this survey is the Mississippi State Plane Coordinate System, East Zone (2301), NAD 83, grid values, using a scale factor of 0.99990000 and a convergence angle of 0.00000000 degrees. All bearings are recorded in the Standard of Practice for Surveyors in Mississippi as adopted by the Mississippi Board of Licensure for Professional Engineers and Surveyors.
 - This survey was prepared without the benefit of a Tide Search.
 - Date of this Mississippi Standards Class. 5 Survey December 15, 2023.
 - A Property Description of even date herewith, shall prevail this Plat of Survey.
 - Reference material: all those deeds referenced herein and recorded in the deed records, Harrison County, Mississippi, DB 1514, PG. 49.
 - IRON ROD/BLUAC
 - IRON ROD/SET
 - 2" PIPE
 - PROPERTY LINE
 - FLOOD ZONE

SURVEYOR'S CERTIFICATE
 The undersigned, Professional Licensed Surveyor, hereby certifies that this survey was made on the ground in accordance with the Standards of Practice for Surveyors in Mississippi as adopted by the Mississippi Board of Licensure for Professional Engineers and Surveyors.

Witness my signature this 7th day of MARCH, 2024


 Daniel Overstreet
 PE FS No. 5126

TS DEVELOPMENT, LLC
 KEITH A. STARITA
 T. PARKER D. OVERSTREET
 PROJECT NO. 1822108
 MICHAEL TURNER
 7505 W. WOODROW ROAD
 PASS CHRISTIAN, MS 39371

SHT 2

MINUTES OF JUNE 13, 2024
REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION



| | |
|----------------|--|
| NO. | |
| DATE | |
| REVISION/ISSUE | |

TS DEVELOPMENT, LLC
SEARINITY SUBDIVISION

| | |
|-----------|---------------|
| AS NOTED | |
| T. PARKER | D. OVERSTREET |
| 16522.08 | |

SHT 3

CERTIFICATE OF RESUBDIVISION

CERTIFICATE OF OWNERSHIP
SUBDIVISION CERTIFICATE THAT THE OWNER OF THE PROPERTY DESCRIBED HEREIN, WHERE THE PROPERTY IS WITHIN THE
SHOULD BE RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY OF LONG BEACH, AND THAT THE PROPERTY IS SUBJECT TO THE FOLLOWING EASEMENTS:

OWNER: _____ DATE: _____
SUBDIVISION AND SWORN TO BE: _____ IN MY PRESENCE THIS _____ DAY OF _____
AT _____ IN AND FOR THE COUNTY OF LONG BEACH, STATE OF MISSISSIPPI

SIGNER: _____
MY COMMMISSION EXPIRES: _____

CERTIFICATE OF SURVEY AND ACCURACY
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY THE SURVEYOR OR HIS DEPUTY OR A LICENSED SURVEYOR AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING OF THE STATE OF MISSISSIPPI, AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING OF THE STATE OF MISSISSIPPI.



MISSISSIPPI

SUBDIVISION CERTIFICATE THAT THE OWNER OF THE PROPERTY DESCRIBED HEREIN, WHERE THE PROPERTY IS WITHIN THE
SHOULD BE RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY OF LONG BEACH, AND THAT THE PROPERTY IS SUBJECT TO THE FOLLOWING EASEMENTS:

SIGNER: _____
MY COMMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL
I HEREBY CERTIFY THAT THE SUBDIVISION CERTIFICATE OF APPROVAL WAS MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING OF THE STATE OF MISSISSIPPI, AND THAT THE SUBDIVISION CERTIFICATE OF APPROVAL WAS MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING OF THE STATE OF MISSISSIPPI.

ADMINISTRATOR: _____
DATE: _____

PLANNING COMMISSION
APPROVED BY THE CITY PLANNING COMMISSION AT THE REGULAR MEETING OF SAID COMMISSION
HELD AT THE _____ DAY OF _____

PLANNING COMMISSION AT THE REGULAR MEETING OF SAID COMMISSION
HELD AT THE _____ DAY OF _____

APPROVED BY THE CITY PLANNING COMMISSION AT THE REGULAR MEETING OF SAID COMMISSION
HELD AT THE _____ DAY OF _____

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HELD AT THE _____ DAY OF _____

**MINUTES OF JUNE 13, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



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

June 10, 2024

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

RE: Mason Ave. S/D Preliminary Plat

Ladies and Gentlemen:

After several iterations of review and revision, the Engineer designing the referenced development has submitted construction plans, specifications, and a preliminary plat document that appear to meet all City requirements for preliminary plat approval. Therefore, we take no exception to the approval of this development so that construction may begin.

Sincerely,

David Ball, P.E.

DB:ty:539

**MINUTES OF JUNE 13, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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

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

APPROVED:

Vice Chairman Shawn Barlow

DATE: _____

ATTEST: _____

Tina M. Dahl, Minutes Clerk