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**MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**AGENDA
JUNE 27, 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**
- IV. ANNOUNCEMENTS**
- V. APPROVE MINUTES**
1. June 13, 2024
- VI. UNFINISHED BUSINESS**
- VII. NEW BUSINESS**
1. Tree Removal- 111 Edmund Drive, Tax Parcel 0711M-05-068.000, Submitted by Summer and Kade Veillion.
 2. Tree Removal- 165 Markham Drive, Tax Parcel 0512G-03-009.000, Submitted by Billy and Dianna Strathman.
 3. Tree Removal- 920 East Beach Blvd, Tax Parcel 0712D-01-004.000, Submitted by George F. and Dawn M. Mears.
 4. Tree Removal- 230 East Beach Blvd, Tax Parcel 0612H-01-003.000, Submitted by Deborah Hoda.
 5. Tree Removal- West Beach Blvd and Mason Avenue, Tax Parcels 0612G-02-025.000 and 0612G-02.022.000, Submitted by Keith Starita.
 6. Tree Removal- 4426 Beatline Road, Tax Parcel 0512B-01-016.000, Submitted by Andrew Lewis and Ciera Kelly.
 7. Tree Removal- 217 South Island View Avenue, Tax Parcel 0612E-03-084.001, Submitted by Mark G. Galjour.
 8. Short-Term Rental- 723 Old Savannah Drive, Tax Parcel 0511P-01-003-009, Submitted by Lauren Brown Vogel (property owner) and Ana Carranza (property manager).
 9. Short-Term Rental- 914 Laura Street, Tax Parcel 0612D-02-043.000, Submitted by Richard and Christina Hernandez (property owners) and Gulf Coast Property Management, Bill Anderson (property manager).
 10. Short-Term Rental- 548 West Beach Blvd, Unit 104, Tax Parcel 0612E-03-037.004, Submitted by Robert Anzelone and Wanda Adams (property owners) and Gulf Coast Property Management, Brian Logan (property manager).
 11. Certificate of Resubdivision- 130 West 4th Street, Tax Parcels 0612G-02-050.000 and 0612B-03-099.001, Submitted by Fred W. Williams and Cynthia Williams.
 12. Certificate of Resubdivision- 6 Rue Orleans, Tax Parcels 0511M-01-004.014 and 0511M-01-004.015, Submitted by Elizabeth E. Hanson.
- 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 July 2, 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.**

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

Be it remembered that a Regular Meeting before the Long Beach Planning and Development Commission, Long Beach, Mississippi, was begun at 5:30 o'clock p.m., Thursday, the 27TH 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: Chairman Frank Olaivar, Vice Chairman Shawn Barlow, Commissioners Nicholas Brown, William Suthoff, David DiLorenzo, Jennifer Glenn and Marcia Kruse, Building Official Mike Gundlach, Building Inspector Ryan Ladner and Minutes Clerk Tina M. Dahl.

Absent the regular meeting were Commissioners Ryan McMahon, Trey Gaddy and City Advisor Bill Hessell.

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 Glenn and unanimously carried to approve the Regular Meeting minutes of June 13, 2024, as submitted.

It came for discussion under New Business a Tree Removal for the property located at 111 Edmund Drive, Tax Parcel 0711M-05-068.000, submitted by Summer and Kade Veillion, as follows:

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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 6/11/24
Zoning R-1
Agenda Date 6/27/24
Check Number Cash

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

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

X 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.

X 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: 6/10/24

PROPERTY INFORMATION

TAX PARCEL # 0711M-05-008.000

Address of Property Involved: 111 Edmund Dr, LB

Property owner name: Summer + Kade Veillon
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: 703 N. Seal Ave., LB

Phone No. (228) 224-8325

CONTRACTOR OR APPLICANT INFORMATION

Company Name: Not contacted yet

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.:

tree roots have grown under driveway and broken concrete in several places. We have replaced the water line two times in the 12 years of owning the home. most recent 2022. Now we have a crack in the front porch.
Number of Trees: 1 Live Oak _____ Southern Magnolia See pictures submitted.

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.

Summer Veillon 6/10/24
Signature Date

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

(initial) 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: location of all protected and large shade trees on the property, their size and species Designate which are diseased or damaged, designate which are endangering any roadway, pavement, or utility line, any proposed grade changes that might adversely affect or endanger any trees on the site and specify how to maintain them designate the trees to be removed and the trees to be maintained, and location of existing and/or proposed structures.

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

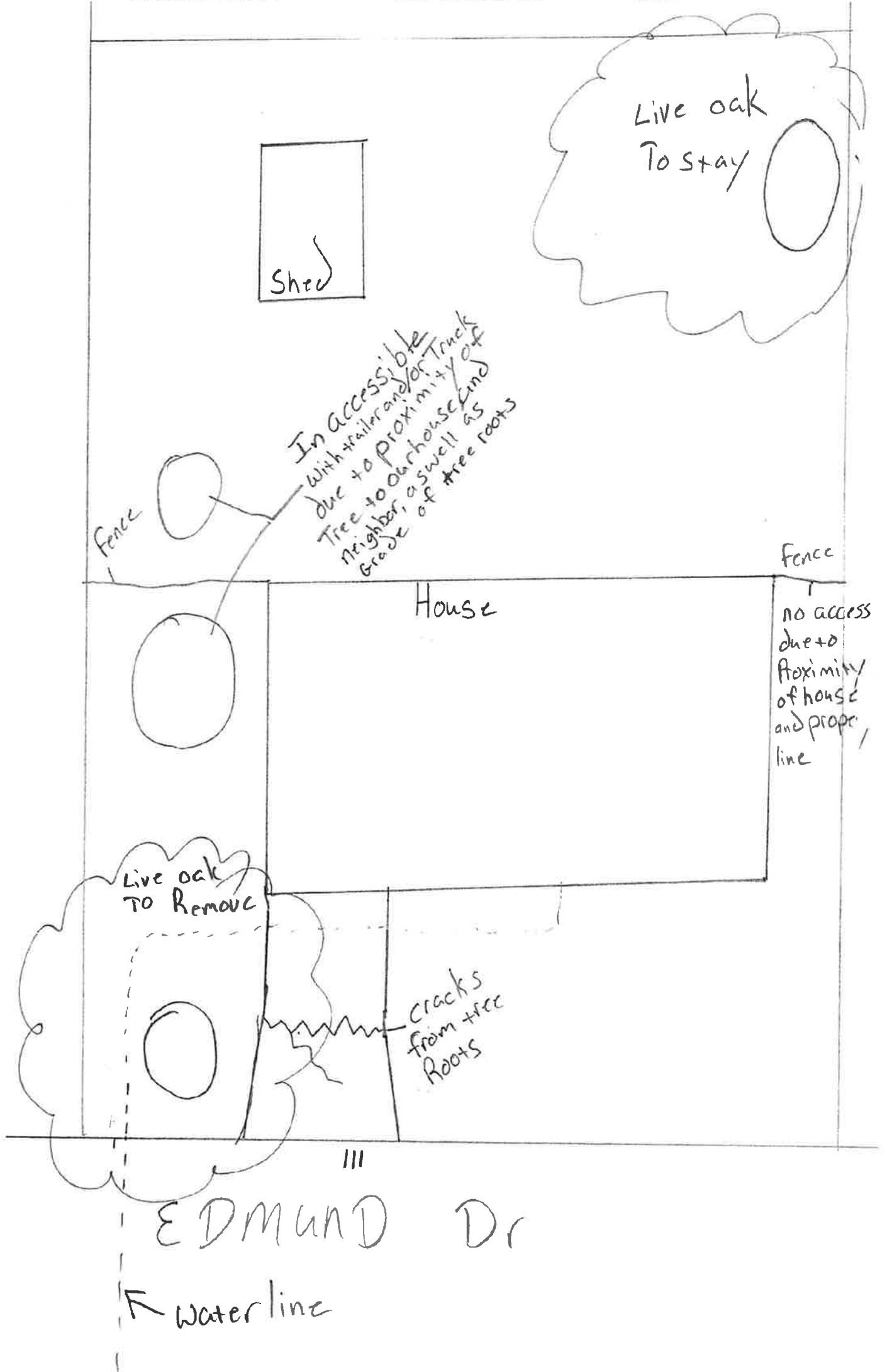
(initial) OWNERSHIP: Please provide a recorded warranty deed.

(initial) 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.

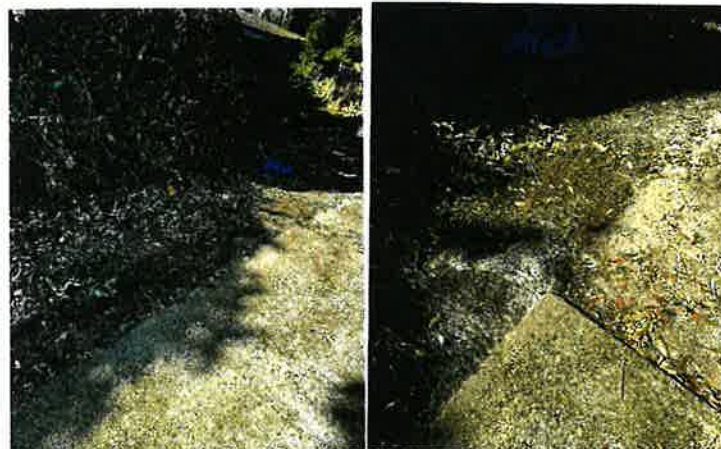
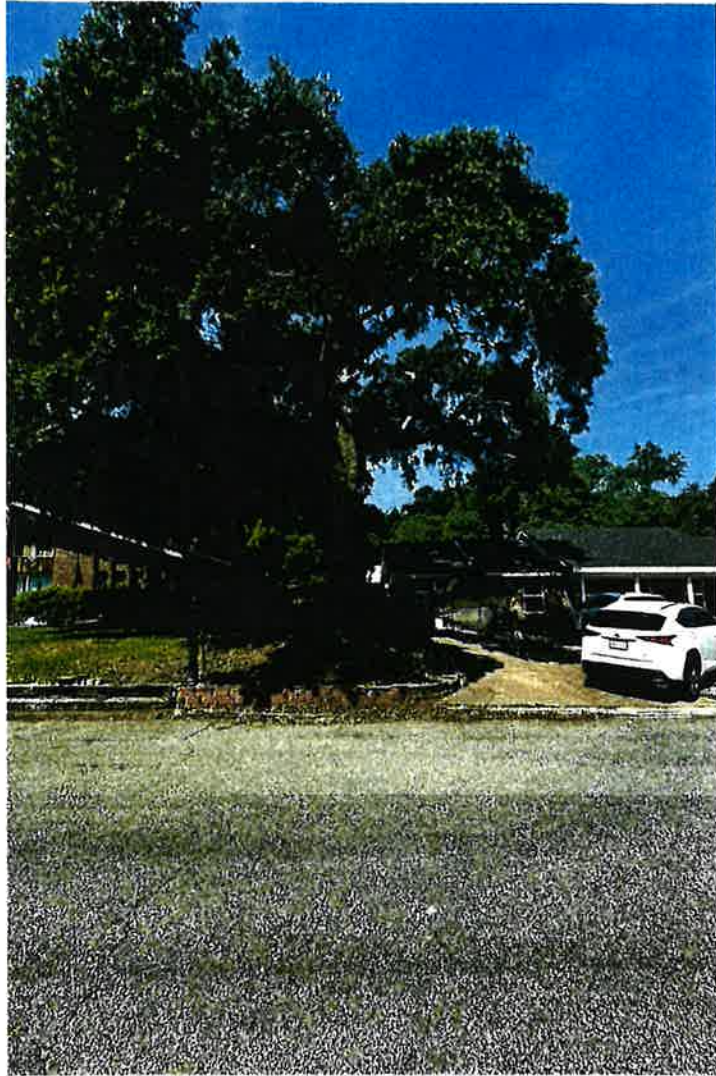
(initial) REPLANTING: As a condition of granting the tree removal permit, the City, acting by and through its Mayor and Board of Aldermen, may require the applicant to relocate or replace trees, but may not require the replacement of trees in a number greater than the number of Live Oak or Magnolia trees 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.

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

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[Space Above This Line For Recording Data]

This Instrument Prepared By:
GULFCOAST COMMUNITY FEDERAL CREDIT UNION
12364 HIGHWAY 49
GULFPORT, MS 39503
TINA LEONARD 228-539-5971

After Recording Return To:
GULF COAST COMMUNITY FEDERAL CREDIT UNION
12364 HIGHWAY 49
GULFPORT, MISSISSIPPI 39503
Loan Number: 0013028132

DEED OF TRUST

Grantor/Borrower: SUMNER L VEILLON FKA SUMNER L MCWILLIAMS (228) 224-0325, KAREN N VEILLON (337) 591-1734, 111 EDWARD DRIVE, LONG BEACH, MISSISSIPPI 39560-5005

Grantee: GULF COAST COMMUNITY FEDERAL CREDIT UNION, 12364 HIGHWAY 49, GULFPORT, MISSISSIPPI 39503 (228) 539-5971

Beneficiary: GULF COAST COMMUNITY FEDERAL CREDIT UNION, 12364 HIGHWAY 49, GULFPORT, MISSISSIPPI 39503 (228) 539-5971

Trustee: MARK C. ORSLER, 12206 HIGHWAY 45, GULFPORT, MISSISSIPPI 39503 (228) 832-8550

Indexing Instructions: The real property described herein is situated in the _____ Quarter of the _____ Range of Section _____ Township _____ Range of the _____ County, Mississippi.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated SEPTEMBER 12, 2021, together with all Riders to this document.
- (B) "Borrower" is SUMNER L VEILLON FKA SUMNER L MCWILLIAMS A MARRIED WOMAN KAREN N VEILLON A MARRIED MAN

Borrower is the trustor under this Security Instrument.

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(C) "Lender" is **WELLS FARGO BANK, NATIONAL ASSOCIATION**
Lender is a **FEDERAL CHARTERED BANK** and existing under the laws of **MISSISSIPPI**

Lender's address is **300 PEARSON DRIVE, SUITE 100, MEMPHIS, MISSISSIPPI 38103**

Lender is the beneficiary under the Security Instrument.
(D) "Trustee" is **MARY C. OLSER**

(H) "Note" means the promissory note signed by Borrower and dated **SEPTEMBER 11, 2021**. The Note states that Borrower owes Lender **ONE HUNDRED SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay if a debt in full on the date of **OCTOBER 31, 2024**.

(I) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- Adjustable Rate Rider
- Blended Unit Development Rider
- Balloon Rider
- Biweekly Payment Rider
- 1-4 Family Rider
- Second Home Rider
- Condominium Rider
- Other(s) (specify)

(J) "Applicable Law" means a controlling applicable federal, state and local statute, regulation, ordinance or administrative order and order that have the effect of law as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, which is initiated through a electronic transfer, in electronic instrument, computer, or magnetic tape so as to order, interest, or authorize a financial institution to debit or credit an account. Such transfer order, but is not limited to, point of sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.
(N) "Miscellaneous Proceeds" means any compensation, or benefit, award of damages, or interest paid by any third party in her third party insurance proceeds paid under the coverage described in Section 5. For (1) damage to, or destruction of, the Property; (2) condemnation or other taking of all or any part of the Property; (3) conveyance in lieu of condemnation; or (4) any other event, or condition, or condition as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the repayment of, or default on, the Loan.
(P) "Periodic Payment" means the regularly scheduled amount due for (1) principal and interest under the Note, plus (2) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 5601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any add (final or successor) legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that is beneficial to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY
This Security Instrument secures to Lender: (1) the repayment of the Loan, and all renewal, extension and modifications of the Note; and (2) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of **DEWITT** State of **MISSISSIPPI**.

SECTION 1
Lender's name: **WELLS FARGO BANK, NATIONAL ASSOCIATION**
Borrower's name: **LORE DEPTC**
MISISSIPPI - Single Family - Florida MacP addto MFC - UNIFORM INSTRUMENT FORM 3025-101 Page 2 of 11

SECTION 2
Lender's name: **WELLS FARGO BANK, NATIONAL ASSOCIATION**
Borrower's name: **LORE DEPTC**
MISISSIPPI - Single Family - Florida MacP addto MFC - UNIFORM INSTRUMENT FORM 3025-101 Page 2 of 11

which currently has the address of **1111 FRENCH BLVD, LONE DEPTC, MISSISSIPPI 38506-5005** (Property Address)

TOGETHER WITH all the Improvements now or hereafter erected on the property, and all easements appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."
BORROWER COVENANTS that Borrower is lawfully seized of this estate, hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.
THIS SECURITY INSTRUMENT constitutes uniform covenants for national use and non-assignable covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows.

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, institutionally, on a daily, or (d) "Demand Funds Transfer."
Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the rules provided in Section 15. Lender may return any payment or partial payment if the payment or partial payment is insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payment at the time such payment is received. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall elect to apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.
If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, such payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.
Any application of payments, interest proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.
3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attach priority over this Security Instrument as a lien or encumbrance on the Property; (b) household payments or ground rent on the Property, if any; (c) premiums for any and all insurance

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required by Lender under Section 2, and (3) Mortgage Insurance premiums, if any, or any value payable by Borrower to Lender in lieu of a payment of Mortgage Insurance premiums, as set forth in the provisions of Section 10. These items are called "Escrow Items." A. A schedule of any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payments within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall, for all purposes or devices, to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 6 to repay to Lender any such amount. Lender may revoke the waiver at any time, at all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA and (b) not to exceed the maximum amount a Lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in a similar series of payments, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges: Lender. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attach priority over this Security Instrument, household payments or ground rent on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement, (3) consents that the lien is good, valid, or enforceable against enforcement of the lien in legal proceedings which in Lender's opinion are in the best interest of the Lender while these proceedings are pending, but only so long as such proceedings are carried out; or (4) secures from the holder of the lien an agreement satisfactory to Lender, substantially to the effect of this Security Instrument. If Lender determines that any part of the Property is subject to a lien which has priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or loan out of the amount set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a professional tax valuation and/or reporting services used by Lender in connection with this Loan.

5. Property Insurance: Borrower shall keep the improvements now existing or hereafter erected on the Property insured against fire, fire, lightning and other risks, including the term "extended coverage," and any other hazards including, but not limited to, earthquakes and flood, for which Lender requires insurance. This insurance shall be maintained at the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires is subject to the 30-day notice period set forth in this Section 4. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and mapping services; or (b) a one-time charge for flood zone determination and certification services and subsequent charge reduction remapping or similar charges which may reasonably be expected to affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender has no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower. Borrower's equity in the Property, or the contents of the Property, against any risk, limited or liability and might provide greater or lesser coverage than was provided in effect. Borrower acknowledges that the cost of the insurance coverage obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all copies of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage not otherwise required by Lender, or damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee or do-or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make part of loss, if so made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied in repair or repair of the Property. If the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repair or restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the amount secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30 day period will begin when the notice is given. In either event, if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights in any insurance proceeds in or amount not to exceed the amount payable under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay at least a portion of the Note or this Security Instrument, whether or not then due.

6. Occupancy: Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless continuing circumstances exist which Lender has found Borrower's consent.

7. Preservation, Maintenance and Protection of the Property: Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or cause waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in the best possible condition free from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purpose. Lender may disburse proceeds for the repair or restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property, if it has reasonable cause. Lender may inspect the interior of the improvement on the Property. Lender shall give Borrower notice of the time of or prior to such entries in order to permit such reasonable cause.

8. Borrower's Loan Application: Borrower shall be in default if, during the Loan application process, Borrower in any person or entities acting at the direction of Borrower or with Borrower's knowledge or consent give materially false, misleading, or inaccurate information or statements to Lender for failed to provide Lender with material information in connection with the Loan. Material misstatements include but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interests in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might adversely affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding to insolvency, probate, for confirmation or foreclosure, for enforcement of a lien which may

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with a priority over this Security Instrument or to enforce laws or regulations, or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorney's fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable with such interest, upon notice from Lender to Borrower requiring payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall act, without the express written consent of Lender, after or around the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender requires Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such Insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay in order the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in the Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage for the amount and for the period that Lender requires provided by an insurer selected by Lender again becomes available. It is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 11 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurances in from from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds if at the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an Affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "receptive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement

MORTGAGE

or to a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the same force and effect as if they were due. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss is less than the amount of the amount of the sum secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds available by the fair market value: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value, divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if after notice to Lender by Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Lender fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds within its reasonable discretion to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in respect to Miscellaneous Proceeds.

Borrower shall be in default if any action as provided, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower covenants not to default, and, if acceleration has occurred, warrants as provided in Section 18, by causing the action or proceeding to be discontinued with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Forbearance Not Required; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successor in Interest of Borrower. Lender shall not be required to commence proceedings against a Successor in Interest of Borrower or to enforce or extend time for payment or modification of amortization of the sums secured by this Security Instrument by reason of any demand made by the obligor, Borrower or any Successor in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver or constitute the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligation and liability shall be joint and several. Moreover, any Person who co-signs this Security Instrument does not execute the Note (a "co-signer"). (a) In co-signing this Security Instrument, co-signer grants and conveys the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Person may agree to enforce, modify, enforce, assign or assign with respect to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 14, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorney's fees, property inspection and valuation fees. In regard to any other fees, the amount of any such charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected in this connection in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower.

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MINUTES OF JUNE 27, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment within any prepayment charge (whether or not a prepayment charge is due under the Note). Borrower's successors or assigns or any other person who acquires an interest in the Property shall be bound by the terms of this Note and shall be deemed to have agreed to the terms of this Note.

15. **Notice.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notices to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for updating Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it to the address specified in the Note or to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Governing Law, Severability, Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a deed for deed, contract for deed, installment sales contract or escrow agreement, the terms of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 5 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay those sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any source of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the reinstatement of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument with the Note as if no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under the Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender is satisfied in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument shall continue on unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms as directed by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check; provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentally or directly; or (d) Electronic Funds Transfer. Upon reinstatement of this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note - Change of Loan Servicer; Notice of Cancellation.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made, and any other information "FHA" requires in connection with a notice of transfer of servicing. If the Note is sold and therefore

the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's action pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party a reasonable period after the filing of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The code of such notices and copies will be deemed to be reasonable for purposes of this paragraph. The code of acceleration and copies will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances, pesticides, herbicides, volatile solvents, nuclear containing substances or fuels, asbestos, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential use and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of: (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Condition of which Borrower has actual knowledge; (b) any Environmental Condition, including but not limited to, any spill, leak, discharge, release or areas of release of any Hazardous Substance; and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remedial action of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of this enforcement.

If Lender invokes the power of sale, Lender shall give Borrower, in the manner provided in Section 15, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by Applicable Law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for each of such times and places in the County as Trustee designates in the notice of sale in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. If Trustee is requested to cancel this Security Instrument, all sums evidencing debt secured by this Security Instrument shall be surrendered to Trustee. Borrower shall pay any recording costs. Lender may charge

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By lawer a fee for releasing it its Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and, by Applicable Law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Suzanne Miller (Seal) Borrower
SOMMER L VILLON MCA
SOMMER L MCWILLIAMS

MADE N VILLON (Seal) Lender
MADE N VILLON

Witness _____ Witness _____

MISSISSIPPI - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3025 7/01 DocMaple Form 3025 7/01 Page 10 of 11

(Space Below This Line For Acknowledgment)

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 13th day of September 2021, with my subscription, the within named SOMMER L VILLON MCA, SOMMER L MCWILLIAMS AND MADE N VILLON

who acknowledged that he/she/they executed the above and foregoing instrument.



Tina M Leonard
NOTARY PUBLIC
My commission expires: Sept 24, 2021

Doc. Designation: ABBECCA JEAN MCCAYNE, NUMBER 22 441723
Doc. Designator Organization: JCL COAST COMMUNITY FCU, NUMBER ID 401776

MISSISSIPPI - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3025 7/01 DocMaple Form 3025 7/01 Page 11 of 11

**MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
MEMORANDUM**

Date: June 11, 2024

To: City of Long Beach Planning Commission

From: Long Beach Tree Board

Re: Tree(s) Removal – 111 Edmund Drive

The Tree Board approves this application.

Karen Epperson-Price

Victor L. Chapman

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

It came for discussion under new business, a Tree Removal for the property located at 165 Markham Drive, Tax Parcel 0512G-03-009.000, submitted by Billy and Dianna Strathman, as follows:

MINUTES OF JUNE 27, 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) 863-1556 fax
APPLICATION FOR TREE PERMIT

OFFICE USE ONLY
Date Received 6/10/24
Zoning R-1
Agenda Date 6/27/24
Check Number CC

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

BS 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.

BS 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.

BS 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: 06-10-2024

PROPERTY INFORMATION

TAX PARCEL # 05729-03-009.000

Address of Property Involved: 165 MARKHAM DRIVE

Property owner name: BILLY + DIANNA STRATHMAN

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: _____

Phone No. (301) 751-0191

CONTRACTOR OR APPLICANT INFORMATION

Company Name: SOUTHERN TREE + TURF

Phone No. 228-760-5296 Fax: N/A

Name PATRICK BLAKE

Address 139 CENTRAL AVE. LONG BEACH, MS 39560

PERMIT INFORMATION

Permit for: Removal Trimming _____ Pruning _____

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

SEE ATTACHED

Number of Trees:

1 Live Oak _____ Southern Magnolia

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

[Signature] _____
Signature Date 06-10-2024

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

BS 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.

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

BS OWNERSHIP: Please provide a recorded warranty deed.

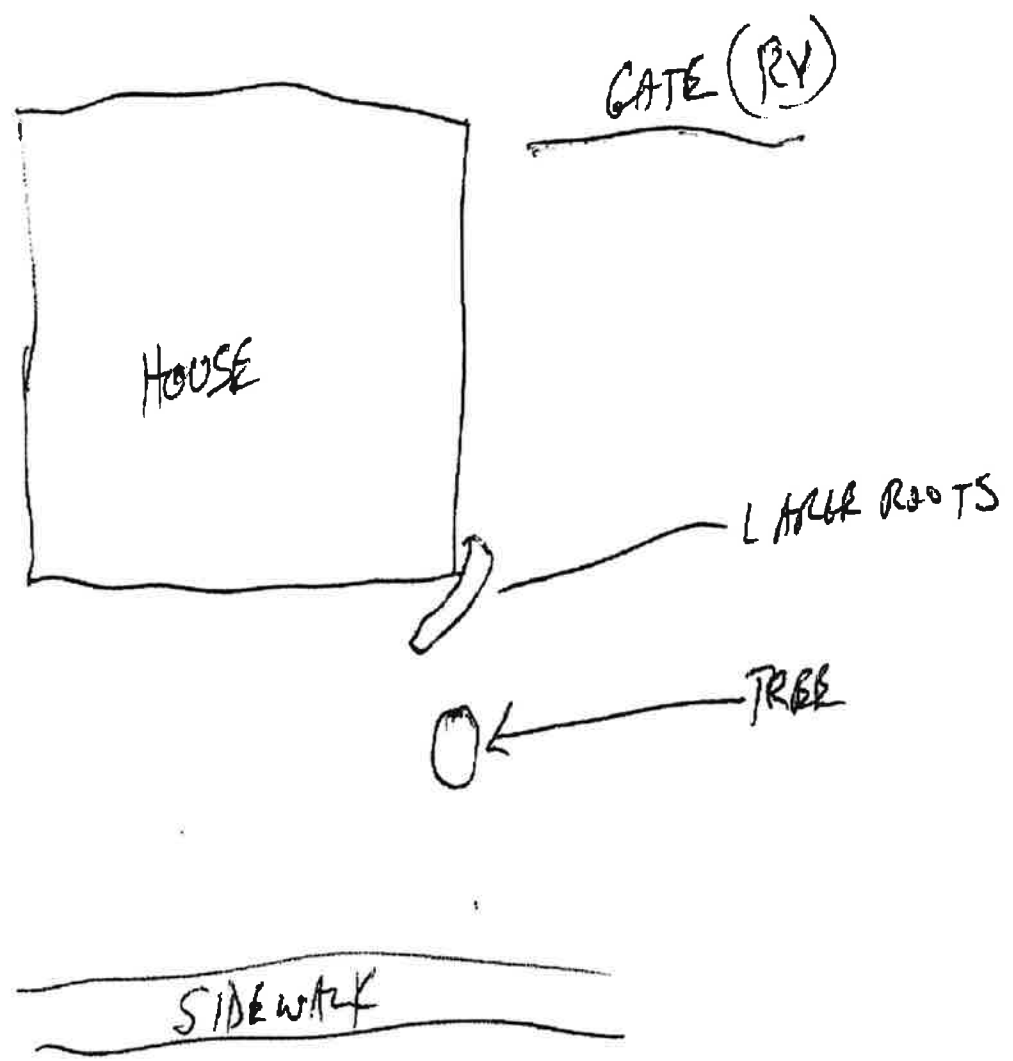
BS PERMIT FEES: Upon issuance of a Tree Removal Permit, the permit fee will be as follows: For removal of a tree or trees where such removal of such tree or trees is necessitated by material damage caused by such tree or trees to permanent improvement or improvements on the parcel where such tree or 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.

BS 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.

BS 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 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

- 1) LARGE ROOTS AGAINST HOUSE FOUNDATION AND IN NEAR PLANTING AREA, FRONT YARD
- 2) PRIOR DAMAGE TO TREE FROM LIMB LOSS
- 3) PROXIMITY TO POWER LINES
- 4) CLEARANCE FOR RECREATIONAL VEHICLE TO BE PARKED FOR BEHIND FENCE FOR ASTHETICS AND SECURITY (CATALYTIC CONVERTER THEFT - LBPD CASE# 2024-11600)



**MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



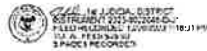
**MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



PREPARED BY AND RETURN TO:
MICHAEL B. MCDERMOTT (2375)
PAGE, MANNING, PERESICH & MCDERMOTT, P.L.L.C.
759 HOWARD AVENUE
BILLOXI, MS 39620
(228)374-2100



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 which is hereby acknowledged, the undersigned

**MICHAEL J. THOMAS AKA MICHAEL JAY THOMAS AND
SHERIDAN LYNN SKARL AKA SHERIDAN L. SKARL**
1120 Marina Dr.
Slidell, LA 70458
(731)225-8775

do hereby sell, convey and warrant unto

BILLY R. STRATHMAN, JR. AND DIANNA STRATHMAN
165 Marham Drive
Long Beach, MS 39620
(301)701-0191

as joint tenants with the full right of survivorship, and not as tenants in common, the following described real property, together with all improvements thereon, located in the First Judicial District of Harrison County, State of Mississippi, more particularly and certainly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

INDEXING INSTRUCTIONS: Lots 1-7, Blk 2, Thomas 3/D Part of Lots 33 to 35 White & Calvert Survey, First Judicial District, Harrison County, Mississippi

PREPARED BY AND RETURN TO:
MICHAEL B. MCDERMOTT (2375)
PAGE, MANNING, PERESICH & MCDERMOTT, P.L.L.C.
759 HOWARD AVENUE
BILLOXI, MS 39620
(228)374-2100

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 which is hereby acknowledged, the undersigned,

**MICHAEL J. THOMAS AKA MICHAEL JAY THOMAS AND
SHERIDAN LYNN SKARL AKA SHERIDAN L. SKARL**
1120 Marina Dr.
Slidell, LA 70458
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SEE EXHIBIT "A" ATTACHED HERETO

INDEXING INSTRUCTIONS: Lots 1-7, Blk 2, Thomas 3/D Part of Lots 33 to 35 White & Calvert Survey, First Judicial District, Harrison County, Mississippi

MINUTES OF JUNE 27, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

This conveyance is subject to all restrictions, reservations, easements affecting said property on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.
All valorem taxes for the current tax year have been prorated between the parties hereto and the obligation to pay same is assumed by the Grantee herein, who will pay same when due.
WITNESS our signatures on this the 26th OCTOBER, 2023

Michael J. Thomas / Michael Lynn Skarff
Michael J. Thomas AKA Michael Jay Thomas
Sheridan Lynn Skarff AKA Sheridan L. Skarff

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county, and state on this the 26th of October, 2023, the within named MICHAEL J. THOMAS AKA MICHAEL JAY THOMAS AND SHERIDAN LYNN SKARFF, AKA SHERIDAN L. SKARFF, who acknowledged that they executed and delivered the above and foregoing instrument.

(SEAL)

My Commission Expires

7/11/2024

File No - A00607



EXHIBIT "A" LEGAL DESCRIPTION

Lot One (1), Block Two (2), THOMAS SUBDIVISION of Lots Thirty-five (35), Thirty-four (34) and Thirty-three (33) of WHITE AND CALVERT SURVEY, City of Long Beach, Harrison County, Mississippi, according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 6 of Page 3 (Copy Book 3 of Page 193) thereof.

AND ALSO:

Lot Two (2) and Three (3), Block Two (2), THOMAS SUBDIVISION of Lots Thirty-five (35), Thirty-four (34) and Thirty-three (33) of WHITE AND CALVERT SURVEY, City of Long Beach, Harrison County, Mississippi, according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 6 of Page 3 (Copy Book 3 of Page 193) thereof.

AND ALSO:

Lots Four (4), Five (5), Six (6), and Seven (7), Block Two (2), THOMAS SUBDIVISION, as per Plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, Plat Book 5 of page 3 and as reformed by Decree of the Chancery Court in Harrison County, Mississippi, entered on November 8, 1926, in Cause No. 28, '04.

MEMORANDUM

Date: June 11, 2024

To: City of Long Beach Planning Commission

From: Long Beach Tree Board

Re: Tree(s) Removal – 165 Markham Drive

The Tree Board approves this application.

Karen Epperson-Price

Victor L. Chapman

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

MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

It came for discussion under new business a Tree Removal for the property located at 920 East Beach Blvd, Tax Parcel 0712D-01-004.000, submitted by George F. and Dawn M. Mears, as follows:

MINUTES OF JUNE 27, 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 6/13/24
Zoning R-1
Agenda Date 6/27/24
Check Number CC

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

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

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

 X 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: 6/12/2024

PROPERTY INFORMATION

TAX PARCEL # 0712D-01-004.000

Address of Property Involved: 920 E BEACH BLVD

Property owner name: GEORGE F. & DAWN M. MEARS

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: 45 HARDY CT #145
GULFPORT MS 39507

Phone No. (909) 821-7273

CONTRACTOR OR APPLICANT INFORMATION

Company Name: STMP N GRIND LLC TREE SERVICE

Phone No. 228-547-4162 Fax: 228-547-3861

Name MICHAEL JOHNSTON

Address 9831 POKAI WAY DIAMONDHEAD, MS 39525

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)

The tree is diseased with boring beetles and fungus rot. It was trimmed previously to remove the dead branches but recently another dead branch fell on the house next door. The bottom of the tree is rotted and infested with termites. The Arborist stated "The tree is too far gone and it is just a matter of time until it falls." It is currently leaning 14" in 6' and I fear it will collapse on the adjacent home. I thought trimming the dead branches would help but inevitably the tree has succumbed to disease and is now a hazard. I plan to remove the tree and replace it with another live oak.

Number of Trees:

 1 Live Oak Southern Magnolia

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

[Signature] 6/12/2024
Signature Date

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

 X 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.

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

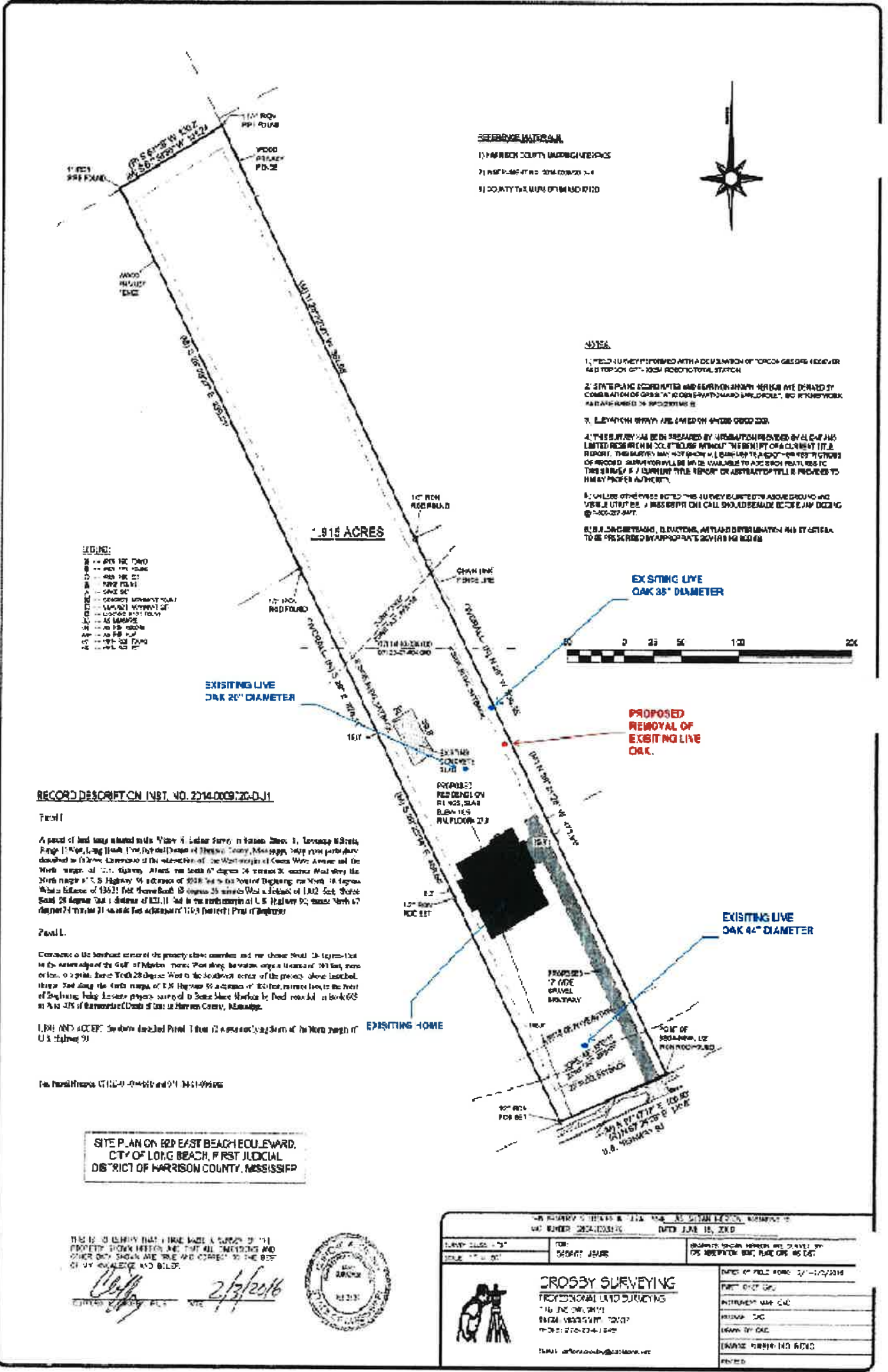
 X OWNERSHIP: Please provide a recorded warranty deed.

 X 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.

 X 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.

 X 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 27, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION



**MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



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REGULAR MEETING
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**MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



1st Judicial District
Instrument 2021-0442 D - 31
Filed/Recorded 2/27/2021 03:15 P
Total Fees \$ 18.08
3 Pages Recorded

Prepared by:
Russell S. Gill, P.L.L.C.
Attorney at Law
638 Howard Avenue
Biloxi, MS 39530
Tel: 228-432-0007

By: Russell S. Gill
Russell S. Gill, PLLC
Attorney at Law
638 Howard Avenue
Biloxi, MS 39530
Tel: 228-432-0007

STATE OF MISSISSIPPI
COUNTY OF HARRISON

QUITCLAIM DEED

INDEXING INSTRUCTIONS: Long Beach Section Blk 1, Harrison County, 1st JD, MS

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

Legacy Financial Group, L.P., a California Limited Partnership
41045 Arroyo Court, Murrieta, CA 92562
Telephone No. (909) 821-7273

does hereby sell, convey and quitclaim unto

The George F. Mears and Dawn M. Mears Family Trust dated February 23, 2005,
920 E. Beach Boulevard, Long Beach, MS 39560
Telephone No. (909) 821-7273

all of my rights, title, and interest in the following described property, together with all improvements thereon, situated and being in Harrison County, State of Mississippi, and more fully described as follows: to-wit:

NO TITLE OPINION RENDERED

PARCEL I:

A parcel of land being situated in the Widow N. Ladner Survey in Section Block 1, Township 8 South, Range 11 West, Long Beach, First Judicial District of Harrison County, Mississippi, being more particularly described as follows: Commence at the intersection of the West margin of Ocean Wave Avenue and the North margin of U.S. Highway 90 and run South 67 degrees 24 minutes 10 seconds West along the North margin of U.S. Highway 90 a distance of 560.8 feet to the Point of Beginning; run North 28 degrees West a distance of 836.35 feet; thence South 66 degrees 26 minutes West a distance of 100.2 feet; thence South 28 degrees East a distance of 824.11 feet to the North margin of U.S. Highway 90; thence North 67 degrees 24 minutes 29 seconds East a distance of 100.8 feet to the Point of Beginning.

PARCEL II:

Commence at the Southeast corner of the property above described and run thence South 28 degrees East to the waters edge of the Gulf of Mexico; thence West along the waters edge a distance of 100 feet, more or less, to a point; thence North 28 degrees West to the Southwest corner of the property above described; thence East along the North margin of U.S. Highway 90 a distance of 100 feet, more or less, to the Point of Beginning; being the same property conveyed to Belle Marie Sheridan by Deed recorded in Book 695 at Page 438 of the records of Deeds of land in Harrison County, Mississippi.

LESS AND ACCEPT the above described Parcel II from all warranties lying South of the North margin of U.S. Highway 90.

Tax Parcel Number: 0712D-01-004.000 and 0711M-03-036.000

This conveyance is subject to all restrictions, reservations and easements affecting said property on file and of record in the Office of the Chancery Clerk of Harrison County, Mississippi

*** Remainder of page intentionally left blank. ***

WITNESS OUR SIGNATURE, this 23 day of February, 2021.

LEGACY FINANCIAL GROUP, L.P.

George F. Mears
GEORGE F. MEARS, GENERAL PARTNER

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 GEORGE F. MEARS, who acknowledged that he is the duly authorized GENERAL PARTNER of LEGACY FINANCIAL GROUP, L.P. and that for and on behalf of said company, and as its act and deed, he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this 23 day of February, 2021

Notary Public



**MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
MEMORANDUM**

Date: June 12, 2024
To: City of Long Beach Planning Commission
From: Long Beach Tree Board
Re: Tree(s) Removal – 920 East Beach Blvd.

The Tree Board approves this application.

Karen Epperson-Price
Victor L. Chapman

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

It came for discussion under new business a Tree Removal for the property located at 230 East Beach Blvd, Tax Parcel 0612H-01-003.000, submitted by Deborah Hoda, as follows:

MINUTES OF JUNE 27, 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 6/13/24
Zoning C7-HD
Agenda Date 6/27/24
Check Number CASH

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

DH 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.

DH 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.

DH 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: _____

PROPERTY INFORMATION

TAX PARCEL # 0612H-01-003.000
Address of Property Involved: 230 East Arch Boulevard
Property owner name: Deborah Joyce Buechi Hoda
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: 88118 Kinross Way
Phone No. 850 255-5173

CONTRACTOR OR APPLICANT INFORMATION

Company Name: Coastal Homes Inc / Morgan Hoda
Phone No. 850 255 5173 Fax: _____
Name Morgan Speranza Hoda
Address 14244 Longwood Circle Diverse Inc MS 39510

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)
Area that the tree is currently needs to be graded to allow for proper drainage.
Number of Trees:
1 Live Oak _____ Southern Magnolia

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

[Signature] _____
Signature Date 6/13/24

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

DH 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.

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

DH OWNERSHIP: Please provide a recorded warranty deed.

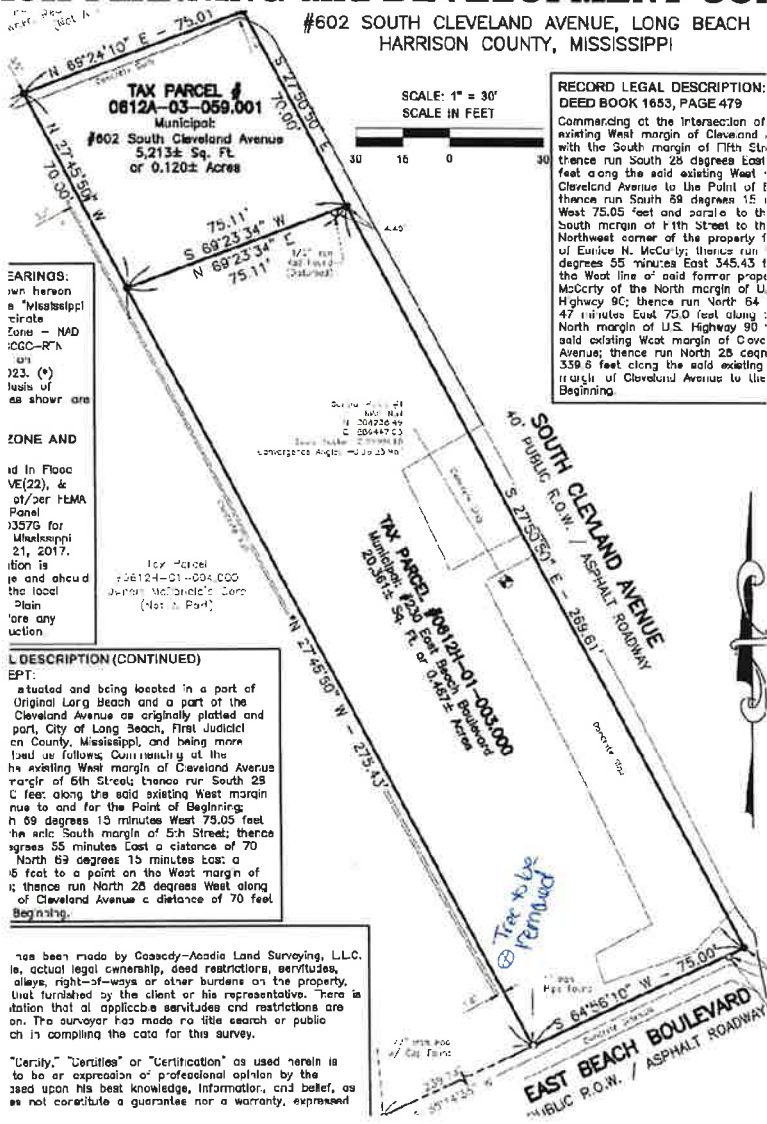
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DH MEETING: You must attend the Planning Commission meeting, not attending may cause your permit for tree removal to be denied or withheld.

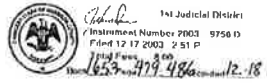
**MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

#602 SOUTH CLEVELAND AVENUE, LONG BEACH
HARRISON COUNTY, MISSISSIPPI



MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

OK 1653PG0479



Index Instructions (Mississippi Code ANN. §89-5-33):

Part of Lot 6, Block 18,
Original Long Beach,
First J. D., Harrison Co., MS.

Prepared by & Return to
Advantage Title, Inc.
5407 Indian Hill Boulevard
Diamondhead, MS 39522
Phone 228-271-3388
71509



State of Mississippi

County of Harrison

EXECUTRIX DEED

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, I, Deborah Joyce Buquol Huda, Executrix of the Estate of Dominica Joyce Buquol, pursuant to Judgment Approving Inventory, First and Final Accounting, Waiver of Further Accounting and Closing Estate, a copy of which is attached hereto as Exhibit "A", do hereby sell, convey and warrant unto Deborah Joyce Buquol Huda, the following described land and property situated in Harrison County, Mississippi, to wit:

A parcel of land situated and being located in a part of Lot 6, Block 18, Original Long Beach and a part of the West 28 feet of Cleveland Avenue as originally platted and later vacated in part, City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as:

Commencing at the intersection of the existing West margin of Cleveland Avenue with the South margin of Fifth Street; thence run South 28 degrees East 290.0 feet along the said existing West margin of Cleveland Avenue to the Point of Beginning; thence run South 69 degrees 15 minutes West 75.05 feet and parallel to the said South margin of Fifth Street to the Northwest corner of the property formerly of Eunice N. McCarty; thence run South 27 degrees 35 minutes East 345.43 feet along the West line of said former property of McCarty to the North margin of U.S. Highway 90; thence run North 64 degrees 47 minutes East 75.0 feet along the said North margin of U.S. Highway 90 to the said existing West margin of Cleveland Avenue; thence run North 28 degrees West 339.6 feet along the said existing West margin of Cleveland Avenue to the Point of Beginning.

Less & Except:

A parcel of land situated and being located in a part of Lot 6, Block 18 Original Long Beach and a part of the West 28 feet of Cleveland Avenue as originally platted and later vacated in part, City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows; Commencing at the intersection of the existing West margin of Cleveland Avenue with the South margin of 5th Street; thence run South 28 degrees East 290 feet along the said existing West margin of Cleveland Avenue to and for the Point of Beginning; thence run South 69 degrees 15 minutes West 75.05 feet and parallel to

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OK 1653PG0480

the said South margin of 5th Street; thence run South 27 degrees 35 minutes East a distance of 70 feet; thence run North 69 degrees 15 minutes East a distance of 75.05 feet to a point on the West margin of Cleveland Avenue; thence run North 28 degrees West along the West margin of Cleveland Avenue a distance of 70 feet to the Point of Beginning.

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

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

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

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

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

WITNESS my signature, this the 7 day of December, 2003.

Deborah Joyce Buquol Huda
Deborah Joyce Buquol Huda,
Executrix of the Estate of
Dominica Joyce Buquol

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**MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

OK 1653PG0481

State of Mississippi

County of Hancock

Personally appeared before me, the undersigned authority in and for the aforesaid County and State, on this the 28 day of December, 2003, within my jurisdiction, the within named Deborah Joyce Buquoi Hoda, who acknowledged that she is Executrix of the Estate of Dominica Joyce Buquoi, and that in said representative capacity, she executed the above and foregoing instrument, after first having been duly authorized so to do.

 *Deborah Joyce Buquoi Hoda*
Notary Public
My Commission Expires: 11/01/06

Address of Grantors/Grantees:
230 E. Beach Blvd.
Long Beach, MS 39560
Phone: *n/a*

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110216-5-0

EXHIBIT
I "A"

OK 1653PG0482

IN THE CHANCERY COURT OF HANCOCK COUNTY, MISSISSIPPI

IN THE MATTER OF THE ESTATE OF DOMINICA JOYCE BUQUOI, DECEDENT
NO. 2003-251
DEBORAH JOYCE BUQUOI HODA, PETITIONER

**JUDGMENT APPROVING INVENTORY,
FIRST AND FINAL ACCOUNTING, WAIVER OF FURTHER
ACCOUNTING AND CLOSING OF ESTATE**

THIS DAY, CAME ON TO BE HEARD, the Petition for Approval of Inventory, First Annual and Final Accounting and For Closing of Estate, as filed by DEBORAH JOYCE BUQUOI HODA, Executrix. The Court having reviewed all documentary evidence of same, and having considered the premises thereto, does find as follows:

1. The Court has jurisdiction over the subject matter and parties to this proceeding, and all parties in interest, beneficiaries, and heirs have entered an appearance and are subject to this Court's action, and further request this court's approval;
2. That on the 19th day of January, 2003, the Decedent departed this life in Harrison County, Mississippi, leaving a Last Will and Testament dated the 30th day of May, 1986, which has been admitted to probate and recorded in this cause;
3. That at the time of her death, DOMINICA JOYCE BUQUOI was an adult resident citizen of Hancock County, Mississippi whose address was 88119 Kipapa Way, Diamondhead, Mississippi 39525;
4. The Executrix would report that at the time of her passing, the Deceased, DOMINICA JOYCE BUQUOI, was survived by one (1) child, DEBORAH JOYCE BUQUOI HODA.
5. That the above is the only heir at law of the Decedent, DOMINICA JOYCE BUQUOI.

**MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

BK 1653 PG 04 83

6. That the Executrix has made a careful search for all of the personal property belonging to the deceased at the time of her death, and would show that such property has been located, consisting principally of the following

- A. Stocks and/or Bonds:
- B. Business Stocks and/or Bonds:
- C. Vehicles:
- D. Real Property:
 1. 230 E. Beach Blvd., Long Beach, MS 39560;
 2. 601 Longfellow Dr., Bay St. Louis, MS 39520; and
 3. 602 S. Cleveland Ave., Long Beach, MS 39560.

7. All of the above is shown on inventory and on file and of record in this cause for which approval is sought,

8. That the Executrix further avers that a filing of a more complete inventory and accounting of said personal property is unnecessary, and should be waived. The Executrix would further show that the appointment of appraisers for such personal property is unnecessary and should be dispensed with.

9. That the Executrix would further show that at the time of her death, DOMINICA JOYCE BUQUOI owned real property, lying and being situated in Harrison and Hancock County, Mississippi, more particularly described as follows, to-wit:

HANCOCK COUNTY:

2 Lots 1, 2, 3, and 4, Block 5, Pine Woods Subdivision #2, according to the official plat of said subdivision made by Henry Chapman, Surveyor and on file in the office of the Clerk of Chancery Court of Hancock County, Mississippi together with all rights thereunto pertaining subject to conditions as set forth on attached sheet, binding on all parties owning or claiming said land until January 1, 1979.

2

HARRISON COUNTY:

A parcel of land situated and being located in a part of Lot Six (6), Block Eighteen (18), ORIGINAL LONG BEACH, and a part of the West 28 feet of Cleveland Avenue as originally platted and later vacated in part, City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as: Commencing at the intersection of the existing West margin of Cleveland Avenue with the South margin of Fifth Street; thence run South 28° East 290 feet along the said existing West margin of Cleveland Avenue to and for the point of beginning; thence run South 69°15' West 75.05 feet and parallel to the said South margin of Fifth Street; thence run South 27°55' East a distance of 70 feet; thence run North 69°15' East a distance of 75.05 feet to a point on the West margin of Cleveland Avenue; thence run North 28° West along the West Margin of Cleveland Avenue a distance of 70 feet to the point of beginning. Together with all improvements situated thereon and all appurtenances in anywise appertaining thereto.

and

A parcel of land situated and being located in a part of Lot 6, Block 18, ORIGINAL LONG BEACH and a part of the West 28 feet of Cleveland Avenue as originally platted and later vacated in part, City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as: Commencing at the intersection of the existing west margin of Cleveland Avenue with the south margin of Fifth Street; thence run South 28 degrees East 290.0 feet along the said existing west margin of Cleveland Avenue to the Point of Beginning; thence run South 69 degrees 15 minutes West 75.05 feet and parallel to the said south margin of Fifth Street to the northwest corner of the property formerly of Eunice N. McCarty; thence run South 27 degrees 55 minutes East 345.43 feet along the west line of said former property of McCarty to the north margin of U.S. Highway 90; thence run North 64 degrees 47 minutes East 75.0 feet along the said north margin of U.S. Highway 90 to the said

3

**MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

UK 1653PG04:85

existing west margin of Cleveland Avenue; thence run North, 20 degrees West 339.6 feet along the said existing west margin of Cleveland Avenue to the Point of Beginning.

10. The Court finds that the above described properties, owned by the decedent, DOMINICA JOYCE BUQUOI, should descend unto DEBORAH JOYCE BUQUOI HODA, Executrix and sole heir of the decedent. Said transfer shall be in the form of an Executrix's Warranty Deed.

11. That a Notice to Creditors has been published in the manner and for the time required by law as shown by proof of publication on file and of record in this cause;

12. That the time for probating creditors' claims has now passed, and that any claims which were filed were satisfied by the Executrix,

13. A true, correct and complete Inventory and First and Final Accounting has been filed herein by the Executrix, DEBORAH JOYCE BUQUOI HODA;

14. Provisions have been made for the payment of any and all taxes which may be due for 2002 and 2003.

15. The Court reviews, accepts, ratifies and approves the assets, real property and liabilities contained in The First and Final Inventory and Accounting.

16. That any further and/or additional accounting is not necessary, therefore same is hereby waived.

IT IS THEREFORE ORDERED AND ADJUDGED:

1.

That the decedent's Last Will and Testament is hereby accepted and filed for probate.

2.

That DEBORAH JOYCE BUQUOI HODA is the sole heir and Executrix to the Last Will and Testament of the decedent, DOMINICA JOYCE BUQUOI.

3.

The Inventory filed herein is hereby approved, allowed and ratified.

4.

The First and Final Accounting filed herein is hereby approved, allowed and ratified;

5.

The payment of all fees, including taxes, expenses, reimbursement costs, C.P.A. fees and Attorney fees, if necessary, is hereby approved, allowed, ratified and so ordered;

6.

The distributions pursuant to bequests and agreements of all parties are hereby approved, allowed, ratified and so ordered;

7.

The Court orders that the real property referenced above is to be transferred to DEBORAH JOYCE BUQUOI HODA by Executrix Warranty Deed(s). That all personal property shall be transferred unto Executrix, DEBORAH JOYCE BUQUOI HODA.

8.

The Court further finds that any further and/or additional accounting is not necessary and is therefore waived.

9.

The Estate of DOMINICA JOYCE BUQUOI, upon final payment of all fees, costs, and disbursements as aforesaid, is hereby Ordered Closed and the Executrix is discharged along with the bondsman, if applicable, without the necessity of further order or hearing hereon.

SO ORDERED, this the 24th day of November 2003.

Donald J. Rafferty
DONALD J. RAFFERTY, Attorney

W. J. Matamoros
CHANCELLOR



5

**MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
MEMORANDUM**

Date: June 18, 2024
To: City of Long Beach Planning Commission
From: Long Beach Tree Board
Re: Tree(s) Removal – 230 East Beach Blvd.

The Tree Board approves this application.

Karen Epperson-Price
Victor L. Chapman

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

It came for discussion under new business a Tree Removal 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:

MINUTES OF JUNE 27, 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 6/18/24
Zoning C1-HO
Agenda Date 6/27/24
Check Number CASH

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

KS 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.

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

KS 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: 6/17/2024

PROPERTY INFORMATION

TAX PARCEL # 0612G-02-025.000 / 0612G-02-022.000

Address of Property Involved: HWY 90 & MASON AVE

Property owner name: KEITH STARITA

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: 1755 28TH ST G.P. MS

Phone No. (228) 697-6882

CONTRACTOR OR APPLICANT INFORMATION

Company Name: TS DEVELOPMENT LLC

Phone No. 228-697-6882 Fax: _____

Name TS DEVELOPMENT

Address 1755 28TH ST G.P. MS

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.: 1-Tree is in the way of putting road in to property. 3-Trees are located on the required green space area blocking the ability to pass on either side. We will be leaving the 3-trees on the north end of the green space

Number of Trees:
4 Live Oak _____ Southern Magnolia

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

Keith Starita 6-17-24
Signature Date

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

KS 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.

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

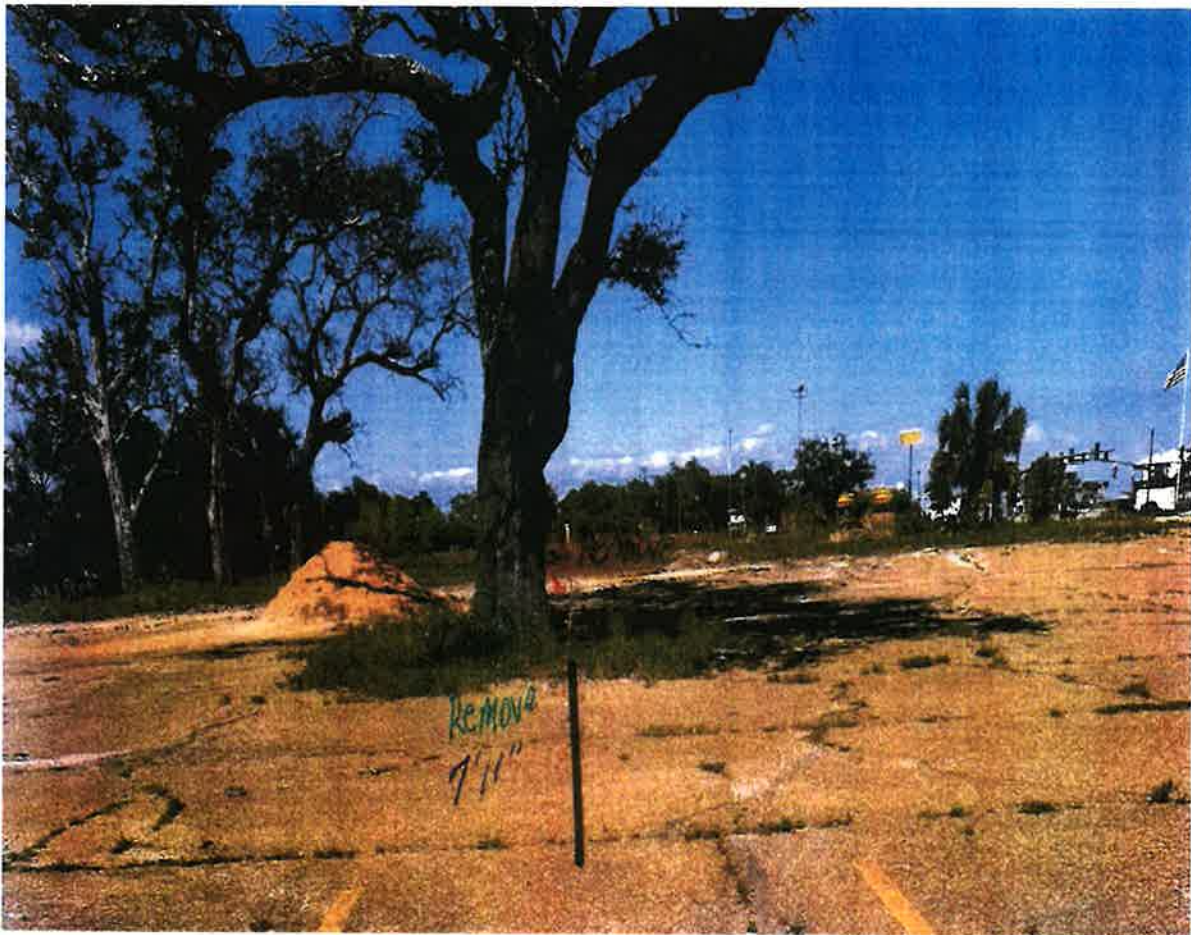
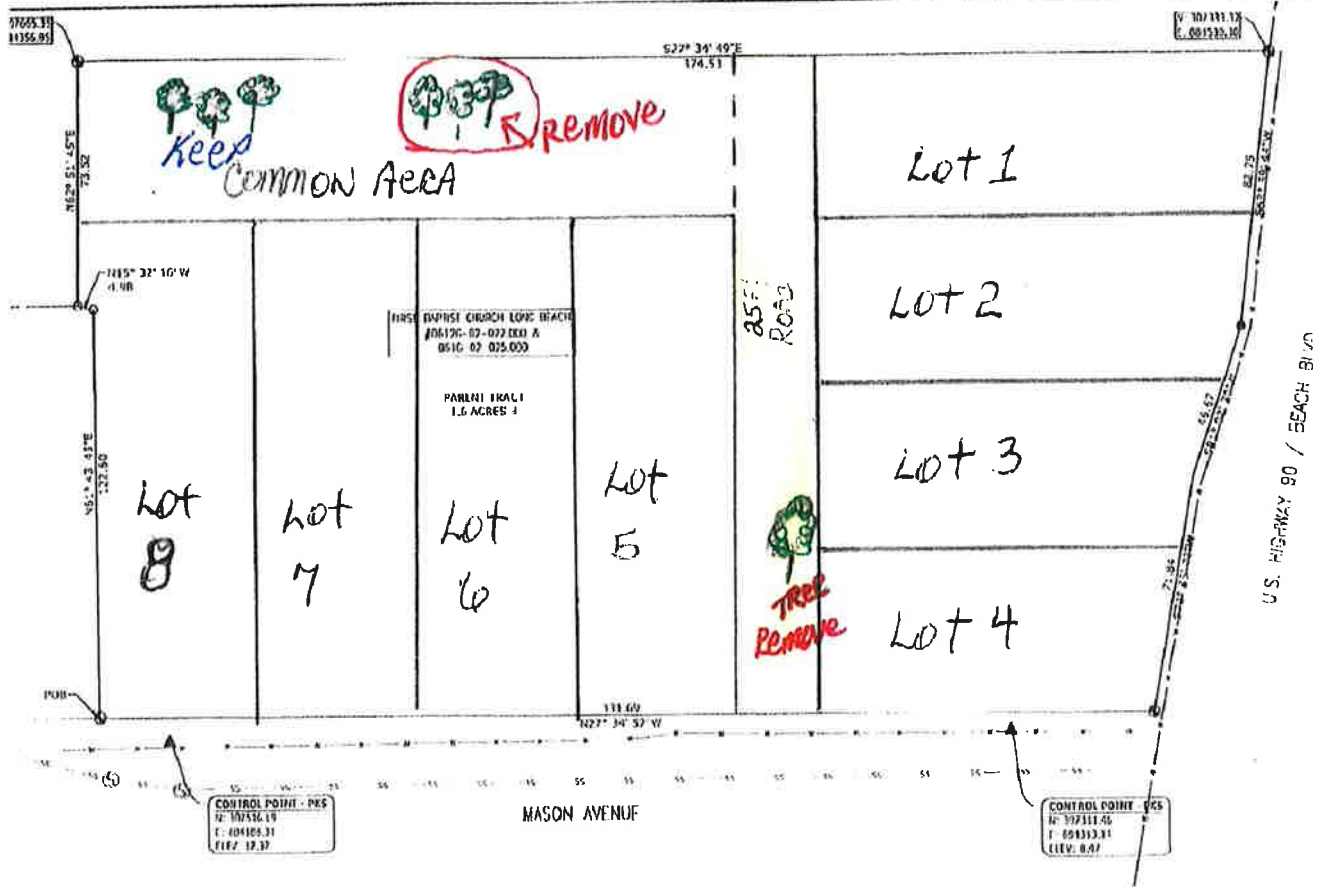
KS OWNERSHIP: Please provide a recorded warranty deed.

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

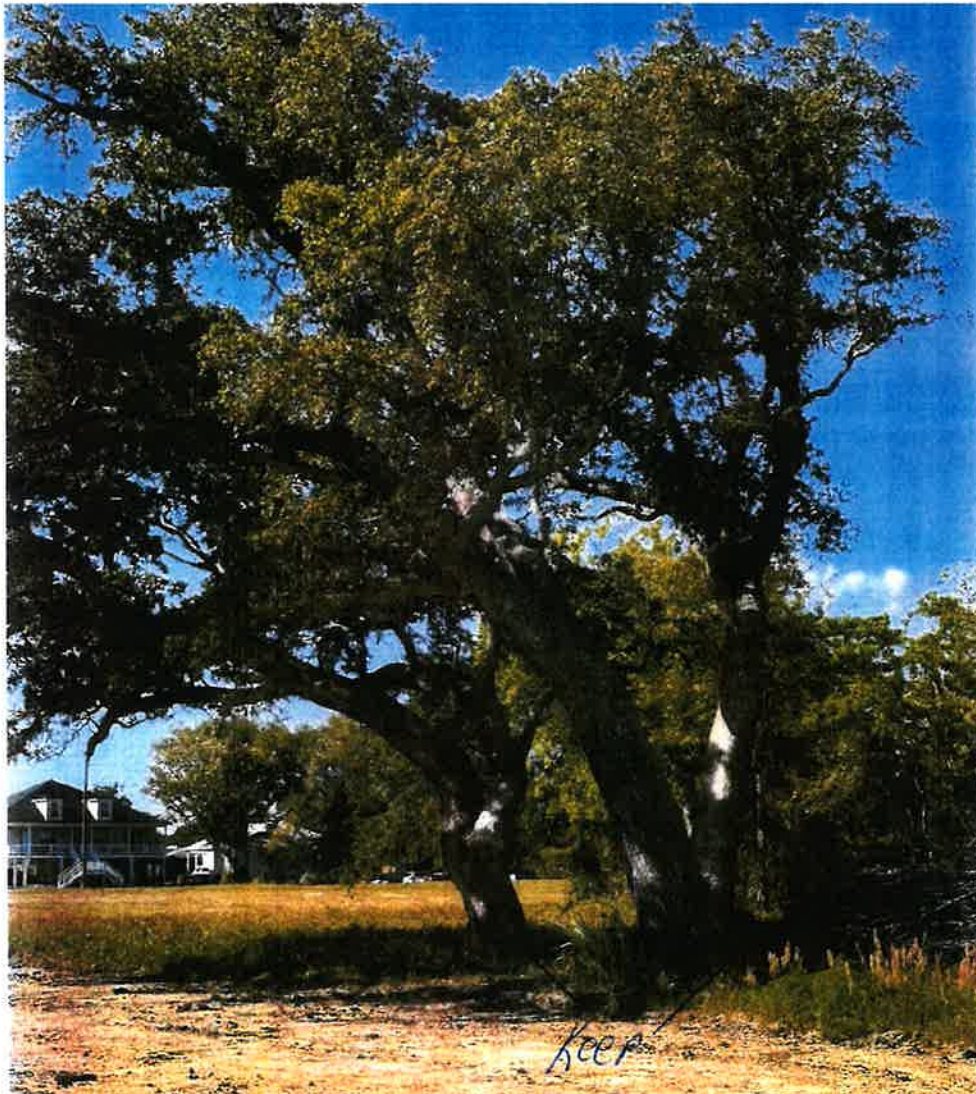
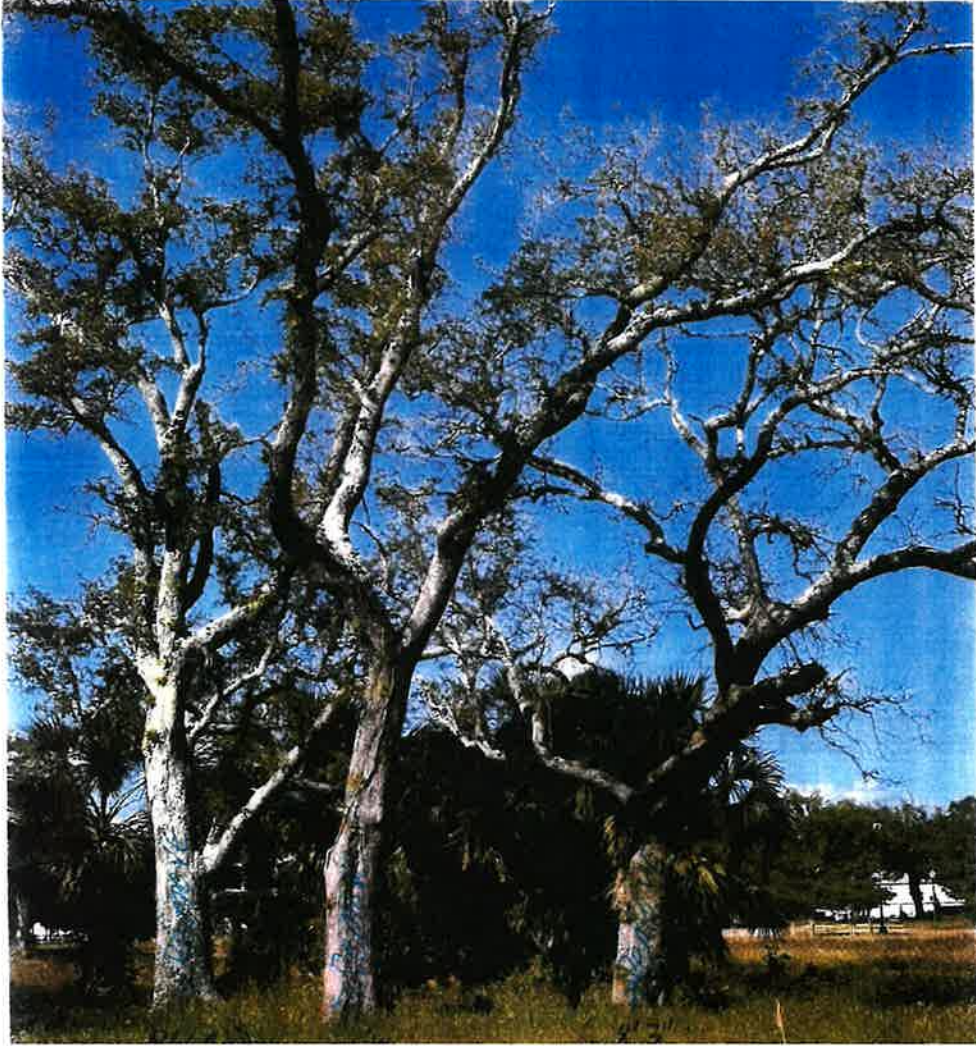
KS REPLANTING: As a condition of granting the tree removal permit, the City, acting by and through its Mayor and Board of Aldermen, may require the applicant to relocate or replace trees, but may not require the replacement of trees in a number greater than the number of Live Oak or Magnolia trees removed;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

KS 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 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



**MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



MINUTES OF JUNE 27, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION



Indealing Parcel in S 80' of Lot 2, Block 1, Biberon S/D and Parcel of 1.4 acres in NW 1/4 of SW 1/4 of S 13-9-12

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

Prepared by and return to:
David B. Estes
MS Bar No. 111484
Integrally Land Title, LLC
1806 2nd Avenue, Suite A
Gulfport, MS 39501
(228)896-8962
File#4800

WARRANTY DEED

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

SOUTHERN CONSTRUCTION AND DEVELOPMENT LLC
A MISSISSIPPI LIMITED LIABILITY COMPANY
691 LAWELL LAMBER RD.
LUMBERTON, MS 39458
(228)323-4013

AND
STARITA PROPERTIES I, LLC
A MISSISSIPPI LIMITED LIABILITY COMPANY
1755 28TH STREET
GULFPORT, MS 39501
(228)697-8880

do hereby **SELL, CONVEY and WARRANT** unto:

ITS DEVELOPMENT, LLC
A MISSISSIPPI LIMITED LIABILITY COMPANY
1755 28TH STREET
GULFPORT, MS 39501
(228) 697-8882

the following described land, together with all improvements thereon located in First Judicial District Harrison County, Mississippi, more particularly described as follows, to-wit:

SEE EXHIBIT "A"

THE ABOVE described property is a part of the heretofore of the Grantors nor any part thereof.

THIS CONVEYANCE is subject to any and all easements, restrictive or covenants

covenants, rights-of-way, zoning ordinances and reservations affecting said property of record.

TAXES for the year 2023 are hereby assumed by the Grantee herein.

WITNESS our signatures this 14 day of February, 2024

Southern Construction and Development LLC

By: [Signature]

Starita Properties I, LLC

By: [Signature]

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15 day of February, 2024, within my jurisdiction, the within named Starita Starita, who acknowledged that he is member of Starita Properties I, LLC, a Mississippi Limited Liability Corporation, and that he and on behalf of said limited liability corporation, and as its act and deed he executed and delivered the above and foregoing instrument, after first having been duly authorized by said limited liability corporation so to do.

[Signature]
NOTARY PUBLIC

My Commission expires:



STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 14 day of February, 2024 within my jurisdiction, the within named Michael S. Turner who acknowledged that he is member of Southern Construction and Development, I LLC, a Mississippi Limited Liability Corporation, and that he and on behalf of said limited liability corporation, and as its act and deed he executed and delivered the above and foregoing instrument, after first having been duly authorized by said limited liability corporation so to do.

[Signature]
NOTARY PUBLIC

My Commission expires:



MINUTES OF JUNE 27, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

EXHIBIT "A"

PARCEL I

A portion of Lot Fifty-Five (55) of the Henderson, Shipman and Hughes Partition of the Claim of Bartholomew Pellierin, as shown on the U.S. Government Township plat, and located in the southwest quarter of the Southwest Quarter (SW 1/4 of the SW 1/4), of Section 13, Township 8 South, Range 13 West, Harrison County, Mississippi, and being more particularly described as follows:
BEGINNING at the point of intersection of the easterly right-of-way line of Mason Avenue with the North right-of-way line of U.S. Highway 90, thence along the easterly right-of-way line of Mason Avenue, South 28 degrees 02 minutes 00 seconds West a distance of 237.18 feet to the South line of Lot Two (2), Block One (1), BIRDSON'S SUBDIVISION; thence along said South line, South 40 degrees 31 minutes 00 seconds East a distance of 70.00 feet; thence run South 28 degrees 02 minutes 00 seconds East a distance of 272.01 feet to the North right-of-way line of U.S. Highway 90; thence run along said North right-of-way line, South 73 degrees 01 minutes 00 seconds West a distance of 71.30 feet to the Point of Beginning; said parcel containing 0.426 acre, more or less.

PARCEL II

A portion of Lot Fifty-Five (55) of the Henderson, Shipman and Hughes Partition of the Claim of Bartholomew Pellierin, as shown on the U.S. Government Township plat, and located in the southwest quarter of the Southwest Quarter of Section 13, Township 8 South, Range 13 West, Harrison County, Mississippi, and being more particularly described as follows:
BEGINNING at the point of intersection of the easterly right-of-way line of Mason Avenue and the North right-of-way line of U.S. Highway 90, thence run along the North right-of-way line of U.S. Highway 90, South 73 degrees 01 minutes 00 seconds East a distance of 71.30 feet to the POINT OF BEGINNING; thence run North 28 degrees 02 minutes 00 seconds West a distance of 272.01 feet to the South line of Lot Two (2), Block One (1), BIRDSON'S SUBDIVISION; thence run along said South line, North 40 degrees 31 minutes 00 seconds East a distance of 70.00 feet to the Southeast corner of said Lot 2; thence run along the East line of said Lot 2, North 28 degrees 02 minutes 00 seconds West a distance of 70.00 feet; thence run North 40 degrees 31 minutes 24 seconds East a distance of 74.60 feet; thence run South 28 degrees 02 minutes 00 seconds East a distance of 376.30 feet to the North right-of-way line of U.S. Highway 90; thence run along said North right-of-way line, South 73 degrees 01 minutes 00 seconds West a distance of 136.13 feet to the Point of Beginning; said parcel containing 1.269 acres, more or less.

PARCEL III

The South (S) 80 feet of Lot Two (2), Block One (1), BIRDSON'S SUBDIVISION in Long Beach, Mississippi, a subdivision according to the official map or plat thereof on file and of record in the office of the Clerks of the First Judicial District of Harrison County, Mississippi, in Plat Book 6 at Page 14 (Copy Book 3 at Page 264) thereof, reference to which is hereby made in aid of and as a part of this description.

PARCEL I

A portion of Lot Fifty-Five (55) of the Henderson, Shipman and Hughes Partition of the Claim of Bartholomew Pellierin, as shown on the U.S. Government Township plat, and located in the southwest quarter of the Southwest Quarter (SW 1/4 of the SW 1/4), of Section 13, Township 8 South, Range 13 West, Harrison County, Mississippi, and being more particularly described as follows:
BEGINNING at the point of intersection of the easterly right-of-way line of Mason Avenue with the North right-of-way line of U.S. Highway 90, thence along the easterly right-of-way line of Mason Avenue, South 28 degrees 02 minutes 00 seconds West a distance of 237.18 feet to the South line of Lot Two (2), Block One (1), BIRDSON'S SUBDIVISION; thence along said South line, South 40 degrees 31 minutes 00 seconds East a distance of 70.00 feet; thence run South 28 degrees 02 minutes 00 seconds East a distance of 272.01 feet to the North right-of-way line of U.S. Highway 90; thence run along said North right-of-way line, South 73 degrees 01 minutes 00 seconds West a distance of 71.30 feet to the Point of Beginning; said parcel containing 0.426 acre, more or less.

PARCEL II

A portion of Lot Fifty-Five (55) of the Henderson, Shipman and Hughes Partition of the Claim of Bartholomew Pellierin, as shown on the U.S. Government Township plat, and located in the southwest quarter of the Southwest Quarter of Section 13, Township 8 South, Range 13 West, Harrison County, Mississippi, and being more particularly described as follows:
BEGINNING at the point of intersection of the easterly right-of-way line of Mason Avenue and the North right-of-way line of U.S. Highway 90, thence run along the North right-of-way line of U.S. Highway 90, South 73 degrees 01 minutes 00 seconds East a distance of 71.30 feet to the POINT OF BEGINNING; thence run North 28 degrees 02 minutes 00 seconds West a distance of 272.01 feet to the South line of Lot Two (2), Block One (1), BIRDSON'S SUBDIVISION; thence run along said South line, North 40 degrees 31 minutes 00 seconds East a distance of 70.00 feet to the Southeast corner of said Lot 2; thence run along the East line of said Lot 2, North 28 degrees 02 minutes 00 seconds West a distance of 70.00 feet; thence run North 40 degrees 31 minutes 24 seconds East a distance of 74.60 feet; thence run South 28 degrees 02 minutes 00 seconds East a distance of 376.30 feet to the North right-of-way line of U.S. Highway 90; thence run along said North right-of-way line, South 73 degrees 01 minutes 00 seconds West a distance of 136.13 feet to the Point of Beginning; said parcel containing 1.269 acres, more or less.

PARCEL III

The South (S) 80 feet of Lot Two (2), Block One (1), BIRDSON'S SUBDIVISION in Long Beach, Mississippi, a subdivision according to the official map or plat thereof on file and of record in the office of the Clerks of the First Judicial District of Harrison County, Mississippi, in Plat Book 6 at Page 14 (Copy Book 3 at Page 264) thereof, reference to which is hereby made in aid of and as a part of this description.

MEMORANDUM

Date: June 21, 2024
To: City of Long Beach Planning Commission
From: Long Beach Tree Board
Re: Tree(s) Removal – Hwy 90 & Mason Avenue

The Tree Board approves this application. The Board also recommends 4 Live Oaks to be planted as replacement trees.

Karen Epperson-Price
Victor L. Chapman

MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

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

It came for discussion under new business a Tree Removal for the property located at 4426 Beatline Road, Tax Parcel 0512B-01-016.000, submitted by Andrew Lewis and Ciera Kelly, as follows:

MINUTES OF JUNE 27, 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 6/18/24
Zoning R-1
Agenda Date 6/27/24
Check Number 053272

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

M 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.

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

M 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: 6-17-24

PROPERTY INFORMATION

TAX PARCEL # 0512B-01-016.000

Address of Property Involved: 4426 BENTLEY

Property owner name: ANDREW LEWIS

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. CIERRA KELLY

Property owner address: 216 HOLBORN CIRCLE

Phone No () APT B STARKVILLE MS
39759
662-912-8169

CONTRACTOR OR APPLICANT INFORMATION

Company Name: THORNHILL CONST

Phone No. _____ Fax: _____

Name JASON THORNHILL

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)

REMOVE 7" LIVE OAK
IN FOOTPRINT OF STRUCTURE
IN RED ON PHOTO (F)

Number of Trees:
1 Live Oak _____ Southern Magnolia

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

CIERRA KELLY 6-17-24
Signature Date

FOR AUNT LOUIS
CIERRA KELLY

CALL MIKE 228-343-1455

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

M 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.

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

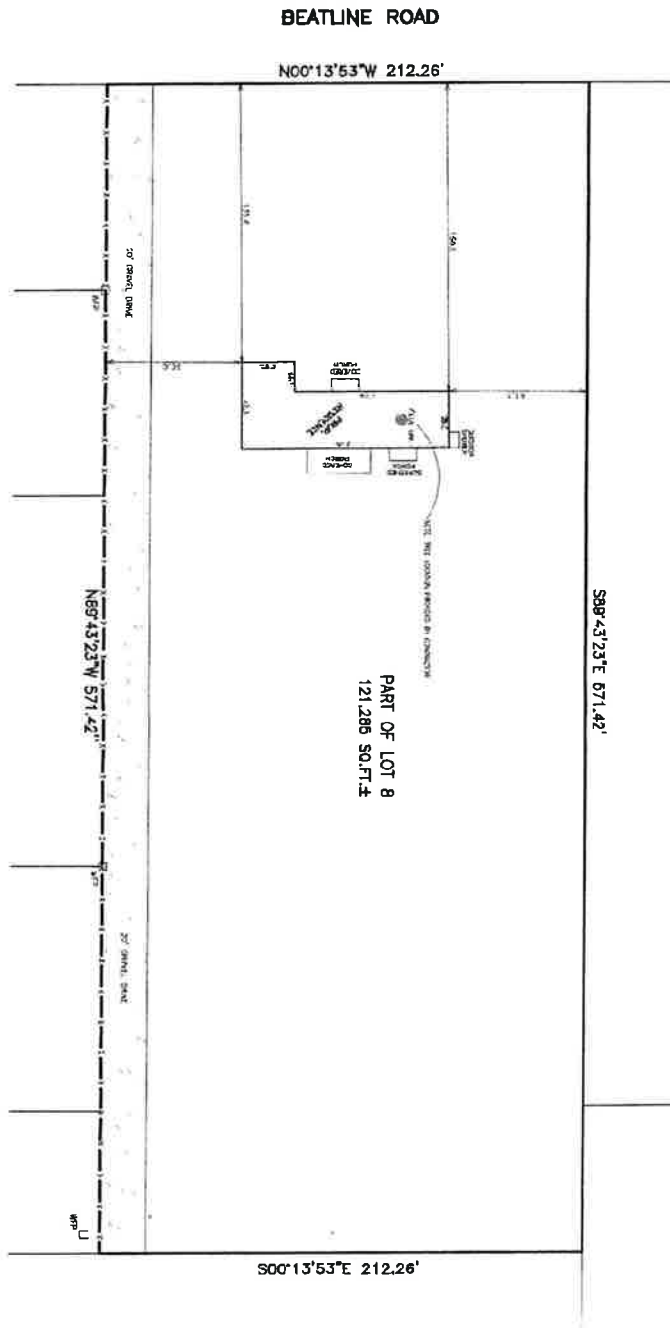
M OWNERSHIP: Please provide a recorded warranty deed.

M 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.

M 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 replant 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.

M 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 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



4426 Beatline Rd

**MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



Prepared By and Return To:
Schwartz, Ogler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 812-8550

Indexing Instructions:
Pt of Lot 8, R Inglis S/D, Harrison
County, 1st JD, MS

File#232029

**STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT**

WARRANTY DEED

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

**ALVIN CRAIG SARTIN and LINDA SARTIN
136 BELLE TERRE COURT
LONG BEACH, MS 39560
(228) 364-3514**

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

**ANDREW LEWIS and wife, CIERA KELLY
as tenants by the entirety with full rights of survivorship and not as tenants in common
216 HELEN CIRCLE, APT. B
STARKVILLE, MS 39759
(662) 812-8169**

the following described property, together with the improvements, hereditaments and appurtenances thereunto situate and located in the County of Harrison, State of Mississippi, and more particularly

described as follows, to-wit:

The West 573 feet of the North 5 acres, more or less, of Lot Eight (8) of the PLAN OF R. INGLIS'S SUBDIVISION of the Northwest Quarter (NW 1/4) of Section 15, Township 8 South, Range 12 West in Harrison County, Mississippi, according to the official map or plat thereof on file and of record in Plat Book 10 at Page 26 of the Plat Records of Harrison County, Mississippi.

Said lot or parcel of land being bounded on the North by the property now or formerly of J.C. Bass, on the East by land of Gravis Alexander; on the South by lands now or formerly of Gravis Alexander and G.A. Mincher, et ux and on the West by the Beatline Road.

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

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

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

WITNESS THE SIGNATURES of the Grantors on this 20th day of November, 2023.

ALVIN CRAIG SARTIN

LINDA SARTIN

**MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, ALVIN CRAIG SARTIN and LINDA SARTIN, who acknowledged that they signed, executed and delivered the above and foregoing instrument as their voluntary act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal on this the 20th day of November, 2023.

(SEAL)

My Commission Expires:



MEMORANDUM

Date: June 21, 2024
To: City of Long Beach Planning Commission
From: Long Beach Tree Board
Re: Tree(s) Removal – 4426 Beatline Road

The Tree Board approves this application.

Karen Epperson-Price
Victor L. Chapman

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

It came for discussion under discussion under new business a Tree Removal for the property located at 217 South Island View Avenue, Tax Parcel 0612E-03-084.001, submitted by Mark G. Galjour, as follows:

MINUTES OF JUNE 27, 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 6/18/24
Zoning R-1
Agenda Date 6/27/24
Check Number CASH

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

MBS 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.

MBS 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.

MBS 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: JUNE 17, 2024

PROPERTY INFORMATION

TAX PARCEL # 0612E-03-084.001

Address of Property Involved: 217 S. ISLAND VIEW

Property owner name: MARK G. GALJOUR

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: 2025 HOLLYWOOD DRIVE
BAY ST. LOUIS, MS 39520

Phone No. (504) 451-9967

CONTRACTOR OR APPLICANT INFORMATION

Company Name: _____

Phone No. _____ Fax: _____

Name _____

Address _____

PERMIT INFORMATION

Permit for: Removal MBS 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.: CONSTRUCTION

OF A NEW SINGLE FAMILY RESIDENCE.
(use separate sheet if needed)

NOTE THAT TREE HAS ROTTING BRANCHES.

Number of Trees:

1 Live Oak _____ Southern Magnolia

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

Signature Mark G. Galjour Date 6/17/2024

ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

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

MBS 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.

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

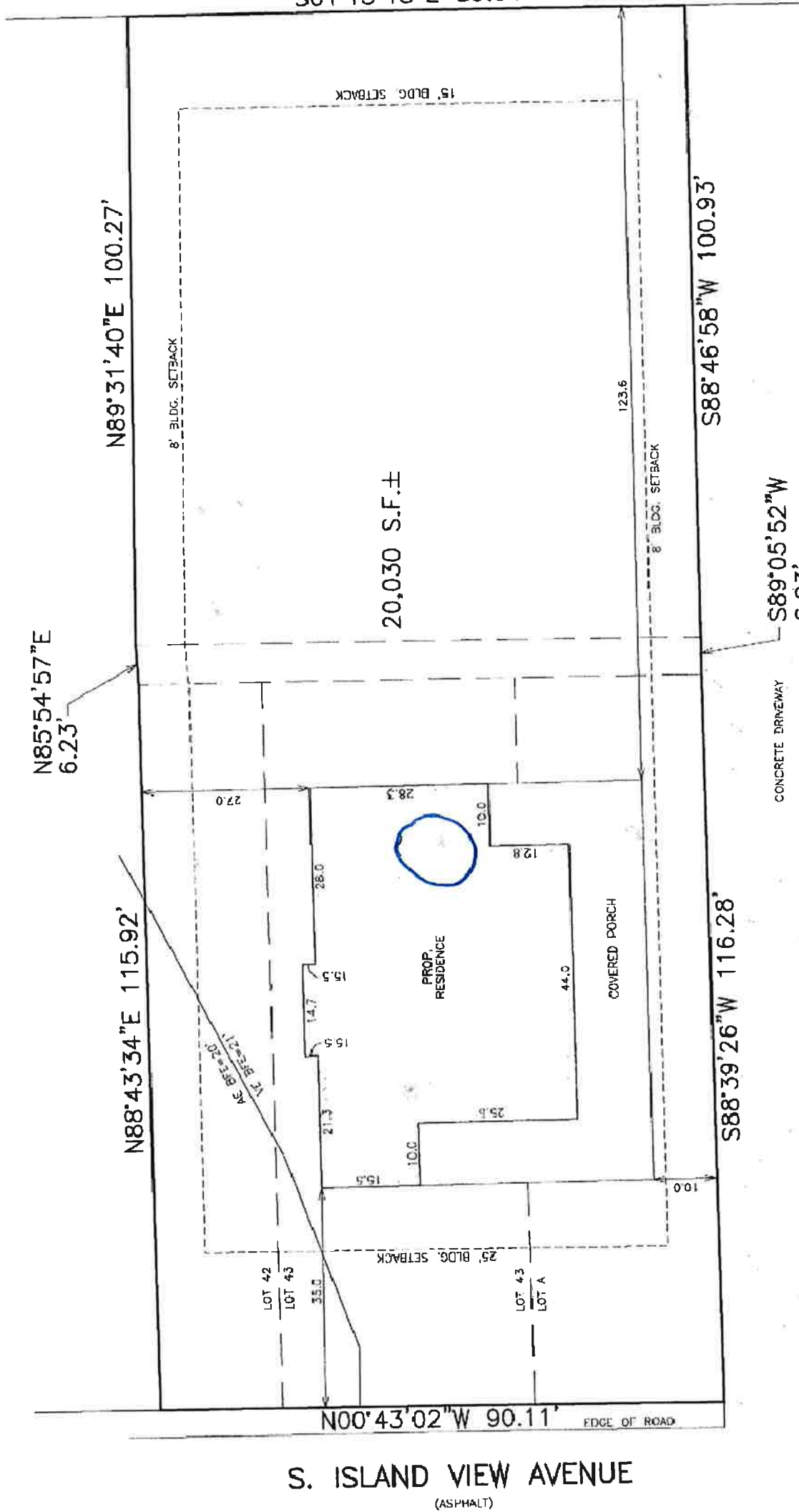
MBS OWNERSHIP: Please provide a recorded warranty deed.

MBS 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.

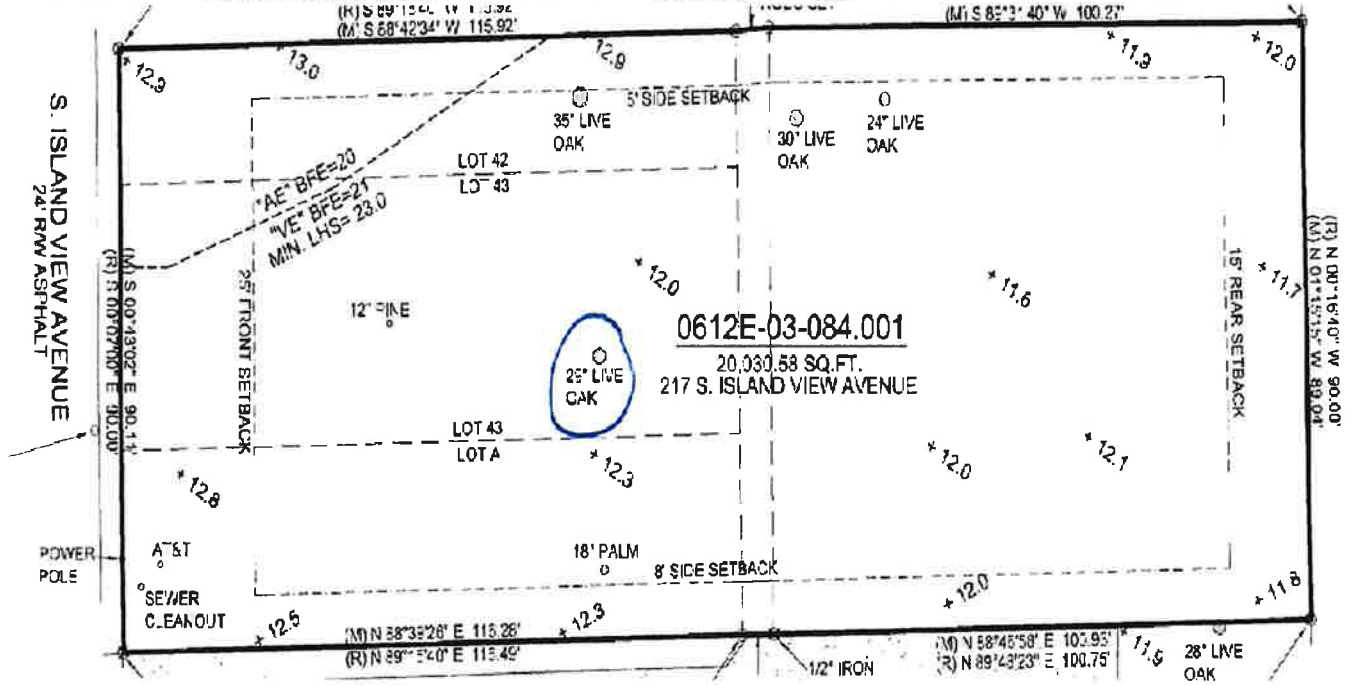
MBS REPLANTING: As a condition of granting the tree removal permit, the City, acting by and through its Mayor and Board of Aldermen, may require the applicant to relocate or replace trees, but may not require the replacement of trees in a number greater than the number of Live Oak or Magnolia trees removed;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

MBS 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 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
S01°15'15"E 89.04'



MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



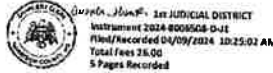
**MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



**MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



Prepared by
David Crane, MS5 #8 146
301 Courthouse Road, Suite A
Gulfport, MS 39501
328 341-3663

Return to
Mark & Juanita Gajour
234 Metairie Heights Ave
Metairie, LA 70001
(504) 481-7559

Indexing Instructions: Lot 42, Lot 43, and Lot A, Homeland Addition
City of Long Beach Section 14, Township 8, Range 12 West

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Warranty Deed
with Reservation of Easement & Restrictive Covenant

FOR AN IN CONSIDERATION of the sum of Two Dollars (\$2.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned,

Daniel J. Dalgle and Michelle Cressy Dalgle
1013 N. Causeway Blvd, Suite 201
Metairie, LA 70001
(504) 841-2209

hereby warrant, convey, and deliver the real property described in Exhibit A, and depicted in Exhibit B, both of which are incorporated herein by reference, together with all rights, privileges, appurtenances, attached to, or associated with, said parcel, subject to the Easement and covenant reserved and imposed below, to

Mary Juanita Dalgle Gajour and Mark G. Gajour
As Joint Tenants with Full Rights of Survivorship
234 Metairie Heights Avenue
Metairie, LA 70001
(504) 481-7559

This conveyance is made subject to a reservation by Grantors of a perpetual easement for the purpose of ingress and egress over and above the real property described in Exhibit C, which is incorporated by reference. This conveyance is also made subject to the following covenant and restriction which shall run with the land: No structure shall be constructed on the real property described in Exhibit C.

WITNESS THE SIGNATURE of the grantors, Daniel J. Dalgle and Michelle Cressy Dalgle, on

this the 8th day of April, 2024
[Signature]
Daniel J. Dalgle

[Signature]
Michelle Cressy Dalgle

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named, Daniel J. Dalgle, who, after being duly sworn, represented, under oath, that he signed and delivered the foregoing Warranty Deed.

WITNESS MY SIGNATURE AND SEAL OF OFFICE, this the 8th day of April, 2024.

MY COMMISSION EXPIRES:



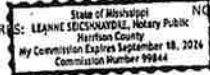
[Signature]
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named, Michelle Cressy Dalgle, who, after being duly sworn, represented, under oath, that she signed and delivered the foregoing Warranty Deed

WITNESS MY SIGNATURE AND SEAL OF OFFICE, this the 8th day of April, 2024.

MY COMMISSION EXPIRES:



[Signature]
NOTARY PUBLIC

Exhibit A

To Warranty Deed
Legal Description of Property Conveyed

A PARCEL OF LAND BEING ALL OF LOT 43, THE SOUTH 1/2 OF LOT 47, AND A PORTION OF LOT A, HOMELAND ADDITION, RECORDED IN PLAT BOOK 13 AT PAGE 5 AS PER THE OFFICIAL MAP OR PLAT ON FILE AND OF RECORD AND ALSO A PARCEL EAST AND ADJACENT TO SAID HOMELAND ADDITION LOTS, ALL SITUATED IN SECTION 14, TOWNSHIP 8 SOUTH, RANGE 12 WEST, CITY OF LONG BEACH, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AS SHOWN ON EXHIBIT B. THE PLAT OF SURVEY PREPARED BY PATRICK MARTINO, PLS INC. DATED MAY 14, 2021 (GEODETTIC BEARINGS USED DURING SURVEY BASED ON RTK GPS OBSERVATION), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH MARGIN OF U.S. HIGHWAY 90 AND THE WEST BOUNDARY LINE OF BEACH VIEW SUBDIVISION, AS DESCRIBED IN RECORDED DEED BOOK 1519, PAGE 632; THENCE ALONG SAID WEST BOUNDARY LINE, N00°16'49"W 265.38 FEET AS DESCRIBED IN SAID RECORDED DEED TO A 1/2" IRON ROD FOUND AT THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID WEST BOUNDARY LINE, N01°14'54"W 89.74 FEET TO A 1/2" IRON ROD FOUND (BENT) AT THE SOUTHEAST CORNER OF PROPERTY NOW OR FORMERLY HARWELL, DESCRIBED IN DEED INSTRUMENT #2019-0005460-D-J; THENCE ALONG THE SOUTH LINE OF SAID HARWELL PROPERTY, S89°05'03"W 100.89 FEET TO A CAPPED 1/2" IRON ROD SET (STAMPED: MARTINO PLS 2838); THENCE FURTHER ALONG SAID SOUTH LINE, N86°42'34"W 6.23 FEET TO A 1" IRON ROD FOUND; THENCE FURTHER ALONG SAID SOUTH LINE, S88°37'10"W 116.22 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID HARWELL PROPERTY, SAID IRON ROD LYING AT THE EAST MARGIN OF S. ISLAND VIEW AVENUE; THENCE ALONG SAID EAST MARGIN, S01°18'18"E 90.32 FEET TO A 1/2" IRON ROD FOUND AT THE NORTHWEST CORNER OF PROPERTY NOW OR FORMERLY 408 GULFVIEW, LLC PROPERTY, DESCRIBED IN DEED INSTRUMENT #2018-0002566-D-J; THENCE ALONG THE NORTH LINE OF SAID 408 GULFVIEW, LLC PROPERTY, N88°32'17"E 116.46 FEET TO A CAPPED 1/2" IRON ROD SET (STAMPED: MARTINO PLS 2838); THENCE FURTHER ALONG SAID NORTH LINE, S87°57'05"E 5.95 FEET TO A CAPPED 1/2" IRON ROD SET (STAMPED: MARTINO PLS 2838); THENCE FURTHER ALONG SAID NORTH LINE, N88°56'04"E 100.84 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINING 20,110 SQUARE FEET.

ALL AS DEPICTED IN THE PLAT OF SURVEY PREPARED BY PATRICK M. MARTINO, PLS DATED MAY 14, 2021 WHICH FOLLOWS AS EXHIBIT B

THE PROPERTY DESCRIBED ABOVE, AND DEPICTED ON EXHIBIT B, IS THE SAME PROPERTY COVEYED TO GRANTORS BY CHRISTINE L. KOVIACH IN THAT CERTAIN WARRANTY DEED, DATED MAY 13, 2021, AND RECORDED AS INSTRUMENT NUMBER 2021-6534-DJ1.

**MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
MEMORANDUM**

Date: June 19, 2024

To: City of Long Beach Planning Commission

From: Long Beach Tree Board

Re: Tree(s) Removal – 217 South Island View

The Tree Board approves this application. The Tree Board also recommends a size Live Oak should be planted as a replacement.



Karen Epperson-Price

Victor L. Chapman

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

It came for discussion under new business a Short-Term Rental for the property located at 723 Old Savannah Drive, Tax Parcel 0511P-01-003.009, submitted by Lauren Brown Vogel (property owner) and Ana Carranza (property manager), as follows:

MINUTES OF JUNE 27, 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: 723 Old Savannah Dr Long Beach, MS 39560 Parcel # 0511P-01-003.039
 (Location of Short-Term Rental)

OWNER'S INFORMATION:
 Property Owner's Name: Lauren Brown (Vogel)
 Property Owner's Address: ~~2626 Music Valley Dr. B4~~ 2626 Music Valley Dr. B4
 Property Owner's Mailing Address, if different from above: Nashville, TN 37214

Property Owner's Phone No: 256-612-9629 City State Zip
 Email Address: stillcreatinglauren@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: Ana Carranza
 Property Manager's Address: (Must be a local contact)
1501 Popp's Ferry Rd. Lot 21 Biloxi MS 39532
 City State Zip

Property Manager's Phone No.: 228-233-4154 Email Address: jetcleaning.msqc@gmail.com

PLEASE PROVIDE THE FOLLOWING:

- Mississippi Sales Tax ID # 421-35-5531
- 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.

Lauren Brown (Vogel) PRINT NAME L. Brown (Vogel) SIGNATURE 05/27/24 DATE

BELOW IS FOR OFFICE USE ONLY			
Maximum Occupancy: <u>9</u>	Maximum Vehicles allowed: <u>3</u>	Number of bedrooms: <u>4</u>	Number of people home can accommodate: <u>9</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: 6/24/24
 Fire Inspector Signature: _____ Date: _____

COMMENTS: _____

Date Received: 6/10/24
 Agenda Date: 6/27/24
 Amount Due/Paid: 250.00
 Payment Method: CC

MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



I Lauren Brown, owner of the property located at 723 Old Savannah Dr., Tax Parcel 051P-01-003.039 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.

R. Brown
signature

05/27/24
date



SCANNED



HARRISON COUNTY DISTRICT
Instrument 2024 000006 D 11
Recorded 05/01/2024 11:01 PM
Total Fees 25.00
7 Pages Recorded

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

Grantors
Robert A. Adkison, III
Destiny Brooke Adkison
217 Ferguson Avenue Apt 2
Long Beach, MS 39560
(410) 637-3000

Return To:
David B. Pilger
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 216-0011

Grantee
Ronald Jacob Vogel
Lauren Lynn Vogel
723 Old Savannah Drive
Long Beach, MS 39560
(520) 901-0228

File No. F220462N

INDEXING INSTRUCTIONS: Lot 126, Pecan Park Estates, Phase II, 1st JD, Harrison County, MS

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, we, Robert A. Adkison, III and Destiny Brooke Adkison, do hereby sell, convey and warrant unto Ronald Jacob Vogel and Lauren Lynn Vogel, as joint tenants with right of survivorship and not as tenants in common, all of that certain tract, piece or parcel of land situated in the First Judicial District of Harrison County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

Lot 126, Pecan Park Estates, Phase II, 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 36, at Page 98.

This being the same property as that conveyed to Robert A. Adkison, III and Destiny Brooke Adkison, by instrument recorded in Instrument No. 2020-14304 D-J1, Land Deed Records in the First Judicial District of Harrison County, Mississippi.

If this property is bounded by water, this conveyance includes any natural accretions, and is subject to any erosion due to the action of the elements. Such riparian and littoral rights in, with and adjacent therewith 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.

Grantors 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 pro-rated as of this date on an estimated basis, and when said taxes are actually determined, if the pro-rata amount of this date is accepted, the Parties hereto agree to make all necessary adjustments on the basis of an actual pro-rata.

WITNESS OUR SIGNATURES, on this 26th day of December, 2022
Robert A. Adkison, III
Destiny Brooke Adkison

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, Robert A. Adkison, III and Destiny Brooke Adkison, who acknowledged before me that they signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 26th day of December, 2022

(AFFIX SEAL) Francine Puller
NOTARY PUBLIC
My commission expires: 06-14-2025



MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

FILED
DEC 12 2023
A. Laweski

INDEXING INSTRUCTIONS: Lot 126, Pecan Park Estates, Phase II, 1st JD, Harrison County, MS

Prepared By:
James F. Thompson
Attorney and Counselor at Law
1904 22nd Avenue
Gulfport, MS 39501
(228) 864-0233
MSB #8184

Return to:
James F. Thompson
Attorney and Counselor at Law
1904 22nd Avenue
Gulfport, MS 39501
(228) 864-0233
MSB #8184

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

QUITCLAIM DEED

FOR AND CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid and other good, legal and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned

Ronald Jacob Vogel
723 Old Savannah Drive, Long Beach, MS 39560

(228) 609-6228
(520)

does hereby transfer, sell, convey and quit claim all my rights, title and interest unto

Lauren A Lynn Vogel
723 Old Savannah Drive, Long Beach, MS 39560

(228) 612-9629
(251)

as tenants in common in the land and property situated in the County of Harrison, State of Mississippi, described as follows, to-wit:

Lot 126, Pecan Park Estates, Phase II, 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 36, at Page 56.

THIS CONVEYANCE is made subject to all applicable building restrictions, restrictive covenants, easements and mineral reservations of record.

TAXES FOR THE CURRENT YEAR have been prorated as of this date on an estimated basis, and are hereby assumed by the Grantees herein.

WITNESS MY SIGNATURE, on this the 12th day of Dec, 2023.

[Signature]
Ronald Jacob Vogel

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority, a Notary Public in and for Harrison County, Mississippi, the within named Ronald Jacob Vogel, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein set forth.

[Signature]
Ronald Jacob Vogel

Witness my signature and seal of office on this the 12th day of Dec, 2023.

[Signature]
Notary Public

My Commission Expires:

Oct 16, 2026



**MINUTES OF JUNE 27, 2024
REGULAR MEETING**

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Fish & Repeat Long Beach Getaway
723 Old Savannah, Dr.
Long Beach, MS 39560

Parking Plan:

Guests are able to park in the garage (accommodates 1-2 vehicles) and in the driveway (accommodates 2 vehicles).

Trash Plan:

Guests are to place the bagged trash in the large trash bins provided by the city. The recycling will be placed in the city-provided recycle bin. The trash & recycling bins are housed inside the garage. The trash will be taken to the road & retrieved by the housekeepers each week.

State of Mississippi

Rev 1346414

VACATION RENTAL SHORT TERM LEASE AGREEMENT

This Vacation Rental Short Term Lease Agreement (this "Agreement") is made by and between Lauren Alynn (Vogel) Brown ("Owner") and _____ ("Guest") as of this May 07, 2024. Owner and Guest may be referred to individually as "Party" and collectively as "Parties." For good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. **Property.** The property is described as a house with _____ bedrooms and _____ bathrooms located at 723 Old Savannah Dr, Long Beach, MS 39560 (the "Property"). The Property is owned by Owner. The Property is fully furnished by Owner and equipped for light housekeeping. The following amenities are included in the Property:

- microwave
- dishwasher
- refrigerator
- washer
- dryer
- wifi
- linens
- fireplace
- furniture

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

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

First Name & Last Name	Relationship to Guest

The total number of adults in the Rental Party will be six (6). The total number of children in the Rental Party will be five (5).

3. **Maximum Occupancy.** The maximum number of persons allowed to stay in the Property is limited to eleven (11), unless the Owner gives prior written consent. A charge of \$50.00 per person per night will be assessed for each person who stays in the Property in addition to the Rental Party. Guest will be charged without notice for additional persons staying in the Property and not disclosed to Owner.

MINUTES OF JUNE 27, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

4. **Visitors.** A visitor is an occupant of the Property who is not staying overnight. The total number of persons permitted in the Property at any given time, including visitors, is fifteen (15). Any visitor staying overnight is subject to additional charges.

5. **Rental Period & Check-in.** The term of this lease will be from _____ ("Arrival Date") to May 07, 2024 ("Departure Date"). The Property will be ready for Guest's occupancy beginning at 4 pm on the Arrival Date and the Property must be vacated by 11 am on the Departure Date, unless otherwise agreed by Owner. If Guest or any member of the Rental Party remains on the Property beyond the Departure Date, Guest will be responsible to pay the rental rate prescribed in Section 8 below for the period of time between Departure Date and the actual date Guest and all members of the Rental Party vacate the Property. The Property requires a three (3) night minimum stay.

6. **Keys & Access Codes.** Owner will provide Guest with zero (0) key(s), which will unlock the front door to the Property. Guest is not allowed to make duplicate keys. A fee of \$0.00 will be charged to Guest for failure to return a key. Any attempt to access a locked area is just cause for immediate termination of this Agreement, forfeiture of all rent paid, and Guest will be liable for any missing items or damage. Owner will provide Guest with access codes to the front door.

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

- (A) Smoking is not permitted inside the Property
- (B) Pets are not permitted on or in the Property
- (C) Quiet hours are from 10:00 PM to 8:00 AM
- (D) Garbage must be placed in the proper receptacles
- (E) Follow parking rules
- (F) Keep the noise volume down
- (G) Pets only allowed on a pre-approved basis

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

8. **Payment.** Guest agrees to pay the rent and fees described below (the "Total Amount Due"). Payment in full of the following fees will be due within _____ days before the Arrival Date.

Rental rate of _____ x minimum of 3 nights days	_____
Cleaning service fee	\$50.00
Total Amount Due	
Total Balance Due	

Acceptable payment methods are:

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- credit card
- debit card

Checks should be made payable to: _____ and sent to: _____, MS
_____. A fee of _____ will be charged to Guest for dishonored checks.

9. **Cancellation.**

10. **Cleaning.** A cleaning fee of \$50.00 will be charged to the Guest. Daily housekeeping services are not included in the rental rate. Throughout the rental period, Guest will be responsible for keeping the Property clean and in good condition. Any unsafe or dangerous condition must be reported to Owner immediately. Guest acknowledges that on the Arrival Date, the Property is in good condition, except for any defect Guest may report to Owner by the end of the first day following the Arrival Date. The Property should be left in the same condition as it was found by Guest on the Arrival Date. Guest promises to leave the Property in good repair.

11. **Furnishings.** The following furnishings will be provided with the Property: 5 beds, 5 tvs, 3 sets of dining tables, living room furniture, office furniture, patio furniture, washer, dryer.

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

12. **Parking.** Parking is limited to five (5) spaces. Guest may only park in designated parking area. Any illegally parked cars may be subject to towing and/or fines.

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

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

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**MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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

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

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

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

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

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

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

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

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- sent by overnight courier service
- certified or registered mail (postage prepaid, return receipt requested)
- facsimile
- electronic email transmission
- personally delivered

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

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

SIGNATURES

Owner Signature

Lauren Alynn (Vogel) Brown
Owner Name

May 07, 2024
Date

Guest Signature

Guest Name

May 07, 2024
Date

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MINUTES OF JUNE 27, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION



Policy:23-4580192899-S-00

Effective From: 04/23/2024 To: 04/23/2025
Declarations Effective: 04/23/2024

Homeowner Policy

<p>Named Insured LAUREN ALYNN VOGEL</p> <p>723 Old Savannah Dr Long Beach, MS 39560</p> <p>(256) 612-9629 stillcreatinglauren@gmail.com</p>	<p>Producer OakTrust Insurance Group, LLC</p> <p>14507 Lemoyne Blvd Suite C Biloxi, MS 39532</p> <p>(228) 354-0877</p>
<p>Policy Effective Date 04/23/2024 at 12:01 AM local time*</p>	<p>Policy Expiration Date 04/23/2025 at 12:01 AM local time*</p>
<p>Surplus Line Broker International Catastrophe Insurance Managers, LLC (ICAT)</p>	<p>Carrier Victor Insurance Exchange</p>
<p>Inspection Contact Name Lauren Vogel</p>	<p>Inspection Contact Phone Number (256) 612-9629</p>

*At the Risk Address shown under Coverages and Premium.



Policy:23-4580192899-S-00

Effective From: 04/23/2024 To: 04/23/2025
Declarations Effective: 04/23/2024

Coverages and Premium

723 Old Savannah Dr, Long Beach, MS, 39560

Premium \$3,021.00	Insurer Policy Fee \$500.00	Insurer Inspection Fee \$125.00	Installation Fee \$0.00
Surplus Lines Taxes \$157.92	Stamping Fee \$9.87	MWIA \$118.44	Surplus Contribution* \$302.10
Minimum Earned Premium 25%	Total \$4,234.33		Policy Form HO-3
Coverage A Dwelling \$400,000	Coverage B Other Structures \$7,000	Coverage C Personal Property \$50,000	Coverage D Loss of Use \$25,000
		Coverage E Liability \$300,000	Coverage F Medical Payments \$1,000

*The Surplus Contribution goes toward the policyholder surplus of Victor Insurance Exchange. It is purely an extra financial safety net, and ICAT does not make any money off of or take a percentage of this contribution. Additional details are available in your Subscription Agreement.

Deductibles

Named Storm	2% (\$8,000)	All Other Perils	\$2,500
Wind and Hail			\$2,500

Discounts

Central Station Burglar Alarm	X Not Included	New Purchase	X Not Included
Central Station Fire Alarm	X Not Included	Renovated Home	✓ Included
Fully Sprinklered Home	X Not Included	Water Mitigation	X Not Included
Guard Gated Community	X Not Included	Wind Mitigation	✓ Included
HardiePlank® Siding	X Not Included		

Endorsements

Additional Amount of Insurance for Dwelling	Not Included	Increased Limits on Business Personal Property	\$2,500
Increased Ordinance or Law	10%	Loss Assessment	\$1,000
Part Time Rental	Included	Mold Property/Liability	\$5,000 / \$5,000
Special Personal Property	Not Included	Personal Injury	Not Included
Coverage C Increased Special Limits	Not Included	Pool and Patio Enclosure	\$5,000
Equipment Breakdown	Not Included	Service Line Interruption	Not Included
Identity Fraud Expense	Not Included	Water Back-Up	Not Included
Green Upgrades	Not Included		

MINUTES OF JUNE 27, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION



Policy:23-4580192899-S-00

Effective From: 04/23/2024 To: 04/23/2025
Declarations Effective: 04/23/2024

Mortgagees and Additional Interests

Name	Type	Address	Rank	Loan Number
PrimeLending, A PlainsCapital Company, ISADA, ATIMA c/ o Central Loan Administration & Reporting	Mortgagee	PO BOX 202026, Florence, SC 29502	First	0181657578



Policy:23-4580192899-S-00

Effective From: 04/23/2024 To: 04/23/2025
Declarations Effective: 04/23/2024

POLICY FORMS

This policy is comprised of the following forms:

ICAT 50SCH (01 23)	Insurer Participation Schedule	ICAT HO 240 (10 19)	Absolute Cyber Exclusion
VIE SOS (04 23)	Victor Insurance Exchange Authorized Signature and Service of Suit	ICAT PD AS (04 16)	Pre Existing Damage Exclusion
VE PRV 04 23	Victor Insurance Exchange Privacy Policy	ICAT PE AS (10 18)	Limited Swimming Pool &/or Patio Enclosure
HO 00 03 (05 11)	Homeowners 3 Special Form	IL P 001 (01 04)	Office of Foreign Assets Control ("OFAC")
HO 04 26 (05 11)	Fungal Mold Rot or Bacteria Coverage	IL P 022 (01 07)	Flood Advisory Notice
HO 04 90 (05 11)	Personal Property Replacement Cost	NAHO 303 (01 23)	Electronic Data Endorsement
HO 04 9E (10 00)	Home Day Care Exclusion	NAHO 603 (01 23)	Electronic Date Recognition Exclusion
HO 05 80 (05 11)	Property Remediation for Escaped Liquid Fuel and Limited	NAHO 612 (01 23)	War and Terrorism Exclusion
ICAT 00 31 (08 15)	Trampoline Exclusion	IL P 014 (09 06)	MS EQ Exclusion Advisory Notice
ICAT 400 (08 17)	Multiple Deductible Endorsement	IL P 013 (09 06)	MS Flood Exclusion Advisory Notice
ICAT CL NO (09 15)	Claims Notice	ICAT 500 MS (10 16)	MS Special Provisions (Cancellation)
ICAT FAE (09 15)	Firearms Liability Exclusion	ICAT HO MS 01 (05 20)	MS Policyholder Bill of Rights
ICAT HO 01 (12 16)	Dog Breed and Exotic Pet Exclusion	ICAT HO R 013 (05 20)	MS Policyholder Checklist
ICAT HO 232 (06 15)	Asbestos and Sick Building Exclusion	HO 04 10 (10 00)	Additional Interests
ICAT HO 238 (12 15)	NBCR Exclusion	HO 06 63 (02 17)	Broadened Home Sharing Host Activities Coverage Endr...

MINUTES OF JUNE 27, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION



Policy:23-4580192899-S-00

Effective From: 04/23/2024 To: 04/23/2025
Declarations Effective: 04/23/2024

This insurance policy is issued by International Catastrophe Insurance Managers, LLC ("ICAT"), on behalf of the insurers identified within the policy and in accordance with the limited authorization granted to ICAT as Correspondent / Program Administrator for such insurers. The identified insurers bind themselves severally and not jointly, each for its own part and not one for another, their Executives and Administrators. ICAT is not an insurer under this policy and is not liable to indemnify the insured under the terms of this policy.

Any Inquiries regarding this policy should be addressed to ICAT at the following address

International Catastrophe Insurance Managers, LLC
385 Interlocken Crescent, Suite 1100
Broomfield, CO 80021

COMMON POLICY CONDITIONS

In return for the payment of the premium and fees, and subject to all the terms of this Policy, We agree with You to provide the Insurance as stated in this Policy.

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 non admitted company. The policy is not protected by the Mississippi Insurance Guaranty Association in the event of the insurer's insolvency.

Surplus Lines Insurance Producer: Kristen Day

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

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

Easily submit a claim 24 hours a day, 7 days a week for policy number 23-4580192899-S-00 using the information below:

Online: www.icat.com/claims/report-a-claim
Phone: 866-789-4228
Email: newclaims@icat.com
Fax: 866-325-2142



Policy:23-4580192899-S-00

Effective From: 04/23/2024 To: 04/23/2025
Declarations Effective: 04/23/2024

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: Kristen Day
385 Interlocken Crescent Suite 1100
Broomfield, CO 80021

**MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



Policy:23-4580192899-S-00

Insurer Participation Schedule

Pro rata shares applicable to this policy. Coverage under this Policy is provided by the subscribing insurers listed below:

Perils	Insurers	Contract Number	Percent Participation
AP	Victor Insurance Exchange	VIE	100 %
PL	Victor Insurance Exchange	VIE	100 %

Perils	Premium by Peril
AP	\$2,816.00
PL	\$205.00

Definitions
AP: All perils covered under the policy not otherwise specifically defined in this Insurer Participation Schedule
PL: Personal Liability.

The liability of an Insurer under this policy is several and not joint with other insurers party to this policy, pursuant to the terms and conditions of the Several Liability Clause attached to this policy.

After considerable discussion, Commissioner Suthoff made motion, seconded by Commissioner Brown 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 914 Laura Street, Tax Parcel 0612D-02-043.000, submitted by Richard and Christian Hernandez (property owners) and Gulf Coast Property Management, Bill Anderson (property manager), as follows:

MINUTES OF JUNE 27, 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: 914 Laura St. Tax Parcel: 0612d02043.000
(Location of Short-Term Rental)

OWNER'S INFORMATION:
Property Owner's Name: Richard + Christina Hernandez
Property Owner's Address: 389 Pimlico Dr. Walnut Creek, CA 94597
Property Owner's Mailing Address (if different from above):
510-338-2997 City: _____ State: _____ Zip: _____
Property Owner's Phone No: _____ Email Address: Kristinimages@gmail.com

Are you 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: Gulf Coast Property management / Bill Anderson
Property Manager's Address (if not by a local contact):
2100 18th St Gulfport MS 30501 City: _____ State: _____ Zip: _____
228-215-3234 Property Manager's Phone No: _____ Email Address: wanderson@gulfcoastpm.com

PLEASE PROVIDE THE FOLLOWING:

- Mississippi Sales Tax ID: 1398-0821
- Recorded Warrant Deed
- Public Rules & Plans
- Trash Management Plan
- Consent Proposed Rental Agreement
- Proof of Liability Insurance which includes short-term rental coverage

ADDITIONAL INFORMATION:

- Completed with a statement of compliance
- Fees: \$250 non-refundable application fee \$500 yearly renewable fee (checks should be made payable to the City of Long Beach)
- LICENSE: A Professional License must be applied and paid for after approval
- INCOMPLETE APPLICATIONS will not be processed

AFFIDAVIT

I, Christina Hernandez (PRINT NAME) [Signature] (SIGNATURE) 5-23-24 (DATE)
 I HEREBY CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT ALL INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. I ACKNOWLEDGE RECEIPT OF AND AGREE TO COMPLY WITH THE RULES & REGULATIONS OF SHORT-TERM RENTALS COMMISSION OF THE CITY OF LONG BEACH, MISSISSIPPI AND STATE LAWS AND ORDINANCES AND THAT ALL APPLICABLE CODES, ORDINANCES AND STATE LAWS AND VIOLATION OF ANY CODES OR REGULATIONS SHALL RESULT IN THE SUSPENSION OR REVOCATION OF THE PERMIT.

BELOW IS FOR OFFICE USE ONLY

Maximum Occupancy: 10 Maximum Vehicles allowed: 2 Number of bedrooms: 4 Number of people home can accommodate: 10

I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS INCLUDING ALL ADDRESSES AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.

Building Official Signature: [Signature] Date: 6/24/24
 City/County Signer Signature: _____ Date: _____

COMMENTS:
 Date Received: 6/10/24
 Agenda Date: 6/27/24
 Amount Due Paid: 250.00
 Payment Method: 7738

MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

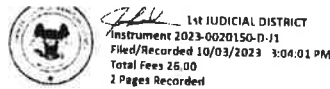


Christina Hernandez owner of the property located at
914 Laura St. Tax Parcel 0612202043.000

affirm that I am in compliance with building codes, deed restrictions and/or covenants, and have paid all applicable taxes, fees and other charges. I acknowledge that a violation of the ordinances of the City of Long Beach shall result in the suspension or revocation of the permit.

[Signature]
signature
5-23-24
date

SCANNED



Prepared By and Return To
Schwartz Ogden & Jordan PLLC
2200 Hwy 49
Caldwell, MS 39424
(228) 832-8759

Indexing Instructions:
Lot X, Reinke Subd., Block 1
City of Harrison County, MS

File#231554

STATE OF MISSISSIPPI
COUNTY OF HARRISON

WARRANTY DEED

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

Homer Mark Jenkins Trustee of the Mark Jenkins Revocable Trust
P.O. Box 205
Puss Christian, MS 39571
228-216-2029

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

Richard Hernandez and Christina Koel Hernandez,
as joint tenants with full rights of survivorship and not as tenants in common
914 Laura Street
Long Beach, MS 39560
(510) 38-2997

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

Lot 8, Block 1, REINKE SUBDIVISION, Long Beach, Harrison County, Mississippi,
as per the official map or plat thereof on file in the office of the Chancery Clerk of Harrison County, First Judicial District, Mississippi.

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

**MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



CHRISTIES GULF BEACH RENTALS

≡ MENU

Terms of Service/Contract

Christies Gulf Beach Rentals

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

Updated: April 2024

Christies Gulf Beach Rentals welcomes you,

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

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

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

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

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

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

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

1. Definition of Services

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

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

2. Modification of Terms and conditions

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

3. Optional Travel Protection Plan and Vacation Rental Damage Protection Plan

These two plans may be offered to individuals booking at ChristiesGulfBeachRentals.com. Should these plans be offered and selected you agree that you have read the terms and conditions "Plan Details" and understand that these plans are provided by Generali Global Assistance and that Christies Gulf Beach Rentals is a vendor of the product only.

4. Content rights

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

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

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5. Overstay without permission

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

6. Local laws and Ordinances

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

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

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

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

7. Occupancy Limits

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

8. Modifications

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

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

9. Cancellation Policy

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

10. Substitution of property

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

11. Calendar

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

12. Insurance

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

13. Hurricane/Named Storm

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

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

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

14. Emergencies

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

15. Destruction of property

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

16. Homeowners Association Rules

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

17. Pool rules

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

18. Pet Policy

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

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

19. Smoking

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

20. Lockout

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

21. Grilling-BBQ

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

22. Guest Comments

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

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

23. Damage to property

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

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

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

24. Taxes and Fees

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

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

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

25. Trash – Garbage

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

26. Parking

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

27. Items left behind

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

28. Restricted/Prohibited Activities

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

No alcohol for minors under the age of 21

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

Do not leave children unattended on our properties

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

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

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

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

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

Do not conduct any illegal activity on the property.

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

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29. Liability

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

30. Indemnification

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

31. Dispute resolution

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

32. Health and Safety

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

Privacy policy.

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

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

Pelicans Perch



*Welcome to the
Mississippi Gulf Coast*
Guest Information

Your hosts, Christie and Brian Logan
Christies Gulf Beach Rentals a Gulf Coast Property Management Company

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To our Guests,

Thanks for coming to Magnolia Place. We sincerely hope you will feel comfortable at our vacation rental house. As you have already found, spacious living areas, kitchen, and laundry areas are perfect for your stay on the Mississippi Gulf Coast.

Christies represents the owners of this beautiful property and we are available should you need anything, have any issues with the operation of anything inside the house, or just need recommendations for a place to eat.

This book contains information that will help to make your stay one of the most memorable of your life. Be sure to visit our website for more information about local attractions and links to them. Christiesgulfbeachrentals.com.

Call, or text us if we can be of assistance to you during your stay. 228-669-3058. Yes@Christiesgulfbeachrentals.com. Please fill in the guest book. Scan the QR code to enter our website. Enjoy.



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Pelicans Perch

HOW EVERYTHING WORKS

The following provides a brief overview of how everything works in the house. If you have questions let us know.

ENTRANCE

- The entrance door lock is electronic. You must enter your code, a number will be provided to you before your arrival. **NOTE: You must enter the correct code. If you fail to do so, the lock will become deactivated. Make sure that everyone in your party has been told this. Do not allow children to play with the door lock. Please remember your code.** Save the code on your phone.
- To lock the door when inside just turn the knob. Please lock all doors when you leave the property. While the area is safe, we recommend that you not leave any valuables at the house such as money, wallet, or credit cards.
- Please leave the door closed when the AC or heater is activated.

GENERAL

- **BLINDS:** You must turn the long handle to open the blinds before you lift them to expose the window. Do not attempt to lift without opening the blinds. Do not permit your children to play with the blinds.
- Please do not open the windows. They do not have screens and flying bugs and insects will enter the home.
- Do not move inside furniture including chairs to the outside.
- Rooms have fans and can be turned on by light switches on the wall or by the chain. Please pull gently on the chains.
- A water hose is provided in the event you want to use it. Turn the water off when finished and replace the hose on the hanger. Do not wash your car on our property.
- Do not drive your car onto the lawn.
- You may smoke at the fire pit, BBQ area, or in the front yard. Do not smoke on the front or back porch.
- Keep exterior doors closed when not entering or leaving.
- Keep interior doors open when possible during periods when the AC/Heater is on so there is better airflow.

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ENTERTAINMENT

- **WIFI CODE:** _____ The TVs are all smart and they will permit you to screencast your smartphone, scan the internet, and watch a variety of programming.
- To access local TV stations, use your smartphone to locate the site for the station you wish and use Screencast or the internet option on the TV to stream content. ABC, CBS, NBC, and Fox are all available as local stations. WLOX channel 13 and WXXV News 25 have good sites.

MAIN FRONT LIVING ROOM

- There are two light switches at the entrance. The one closest to the door should always remain on. This switch operates the security light which comes on at night if motion is detected. If you are using the porch and don't want the light to come on, turn the switch off but remember to turn it back on when you are back inside or leave the property. If the light bothers those in the bunk room, turn it off at night.
- The fan switches are on the wall near the kitchen near the long table below the painting.
- The large TV is operated by a remote control which is found in the table below the TV. Please return it to that position when you leave. You can program the TV with your favorite streaming service if you wish.

KITCHEN

- Everything you need to prepare meals is contained in the drawers and cabinets. When you are finished using implements please rinse them and place them into the dishwasher; pods are below the sink. Dishwashing soap is also below the sink if you prefer to wash dishes. Use a small quantity as our water is naturally soft.
- The stove and oven are electric. Be careful after using the stovetop as the metal parts of the heating element take a while to cool down. Be sure to clean off any food that is spilled in the oven.
- Please wipe down the microwave after use if any food spills inside.
- Use the garbage disposal only for food waste. Do not put anything other than food in the disposal and always run water when using.
- Don't permit food waste to sit out, if it falls on the floor table, or counter, please clean it up.
- Watch your step when going to other areas of the house, the South portion of the house is elevated about 3".

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DINING ROOM

- The table comes with a leaf that can be inserted to make the table larger. The leaf is located in one of the bedroom closets. Unfasten the table, pull it apart, place the leaf, and refasten it. You can sit three at the long table in the living room. There are tray tables in one of the closets.
- Watch your step when going to other areas of the house, the South portion of the house is elevated about 3".

FAMILY ROOM

- A large TV is available for your use in the family room adjacent to the dining area.
- Please keep the exterior doors closed when not being used and locked when no one is at the house.

LAUNDRY ROOM

- A full-size washer and dryer are provided for your convenience. Soap for the washer is located on the shelf above the washer. **IMPORTANT:** Use a small portion as the water here is soft by nature, too much detergent will not rise out of your clothing well.
- Do not wash the sheets at the end of your stay, we will do that. You may wash them during your stay if necessary. Our cleaners must process the linens and sheets to guarantee sanitation for the next guest.

BATHROOM(s)

- Please pull the shower curtain fully closed after using it so the excess water can drain into the tub.
- **Wipe up any excess water** on the floor to prevent accidents.
- Hang wet towels and facecloths on the rods to the left of the sink.
- Extra rolls of toilet paper are located in the toilet paper stand which can be used for a phone as well.
- Additional rolls of toilet paper are located under the sink.
- On your last day, any wet towels you can not hang please place them into the tub or on top of the washing machine.
- Turn on the vent when taking a shower to vent steam.

BEDROOMS

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- Each bedroom has a closet that contains extra blankets in winter. Beds have multiple pillows. If you don't want to keep them on the bed, please place them in the closet.
- Beds have a selection of pillows from hard to soft. You may want to swap with other beds depending upon your needs. Please keep shoes off of the blankets and comforters.
- Keep the windows closed when running the AC or heater. Lock the windows when you close them.

AIR CONDITIONING/HEATER

- The electronic thermostat is located in the hall. If you wish the temperature to be higher or lower tap up or down on the temperature setting. Do not turn off the system. If you do not want to use the unit, set the temperature to a point where you know it will not turn on. For example in the summer, turn it up to 95 to keep it off. Turn it to 50 for winter if you do not want it to come on.
- Keep in mind that most AC systems will only cool down to **20 degrees below** the outside temperature. Opening and closing doors will severely hamper the system's ability to cool the house and increase humidity.
- Hot water. The heater is already set. Please use cold water to mitigate the temperature. Be aware the default temperature is set higher than normal for adults. Do not allow small children to operate the bathtub water temperature.

BACK YARD

- The fire pit burns wood. You can purchase firepit wood at local stores.
- Be sure to keep the fire inside the fire pit and closely supervise children.
- Do not leave a large fire in the pit unattended. You may use a hose to douse the fire if it is large or if small, let it burn out.

PARKING

- There is sufficient parking for several vehicles on the driveway.
- You may park on the gravel to the far left of the grass if necessary. Avoid parking in the street.

TRASH

- Please throw your trash into the trash cans placed around the inside of the property.
- Empty the inside cans into the large green bin outside behind the garage.

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- Push the trash can out on Sunday evenings as it is collected the following morning. After the trash is collected please place the large bin back behind the garage.

HURRICANE POLICY

- Christies follows the Airbnb policy that you are completely aware of before you book that the Mississippi Gulf Coast is prone to an occasional hurricane. Hurricanes are a natural event and they can occur between June 1 and the end of October (the hurricane season).
- If you are in residence and local authorities have announced the pending landfall of a category 3 or greater hurricane, you may be asked to evacuate. Should you be asked to evacuate, please take water and food with you and leave immediately. Read our instructions at the end of this binder.
- If the hurricane is headed to another area, you are welcome to stay. Understand that even when a hurricane hits another area such as Louisiana, we may experience high winds and possible high tides. These events are not normally life threatening but you must be careful if you stay.
- Please read our instructions on Hurricanes at the end of the binder.

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OUR RULES

We want you to enjoy your visit with us and the rules help clarify how best to accomplish our mutual goals of a safe and pleasurable stay. Please take time to read them and ask questions if necessary. We will assume by presenting these rules in the property book that our guests have read and understand them.

SECURITY SYSTEM

The entrance door lock is electronic. The lock records usage. There are no interior cameras.

The lights in front and back are motion-detection lights that turn on in the evening when they detect movement. Always be sure that the light switch closest to the front door and the one inside the back are on when you depart. If you are staying at the house in the evening, you may turn the switches off which will deactivate the security features.

SAFETY

A fire extinguisher is under the kitchen sink. Pull the pin, aim, and use it to put out small fires. Understand that if the fire is too big, evacuate and call the fire department. Contact us immediately if there is any type of fire.

Smoke detectors are installed in all bedrooms. They are fully functional. If you hear an occasional beep this means the batteries are low so please inform us.

Be aware not to place a hand inside the garbage disposal. Keep hands away from the hot stovetop and close the oven door when you are finished inserting or removing something.

Watch the water temperature, and mix it properly to prevent scalding. Monitor children. If any water pipe breaks or leaks inform us immediately.

Lock the doors when you are home for the night or you leave the property. Lock windows when you leave the property for an extended period.

Be careful when lighting the fire pit. Keep children clear of the fire. Do not burn trash in the fire pit or throw bottles or cans in. There is a hose on the xxxxxxxx of the building in the event a spark sets off a fire.

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SMOKING

All Christies Gulf Beach Rental properties prohibit smoking inside. You are permitted to smoke outside only. Do not throw butts on the ground, there is a \$25 fee for us to clean up your butts. Do not smoke close to entrance doors when they are open. Guests who have been found to have smoked inside the property will receive a charge for additional cleaning, it is substantial.

NOISE

The City of Long Beach has a noise ordinance. After 10 PM, you must not create loud noises or play loud music to disturb the neighbors. If you are using the yard in the evening, pay attention to the volume of your conversations. Normal tones are fine, yelling and screaming after 10 PM and even before is not acceptable.

Consider the neighbors when you are using the yard or the porch as a gathering place. Keep the noise level respectful even before the 10 PM noise curtailment time.

PARKING

Never park on the neighbor's or in front of the neighbor's house.

ILLEGAL SUBSTANCES

Marijuana is illegal in Mississippi without a doctor's prescription. Illegal narcotics are prohibited from the property. If found, guests will be evicted immediately without a refund. Smoking marijuana in the house is the same as smoking cigarettes, not permitted.

ALCOHOL

Guests under the age of 21 are NOT permitted to consume alcohol on the property. Do not leave extra beer or alcohol when leaving. If you do not want the products please deposit them into the large outside trash can. No minors should be in possession of alcohol.

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KEEP OUR HOUSE CLEAN

It's Important that food and drink that is spilled be immediately cleaned. Do not leave food laying around unwrapped or outside of sealed containers. This is to protect your health by avoiding inviting insects into the property. Immediately dispose of food wrappers and any disposable item that has come in contact with food or drink into the trash can. This includes food wrappers. If you take cups, plates, or other serving implements outside, please bring them back in and clean them.

Don't throw trash or bottles and cans in the yard. Place them into the large wheeled trash can or interior trash cans. You are expected to leave our property as you found it.

Areas such as the Mississippi Gulf Coast with a warm and moist climate can attract insects. Removing spilled liquids, sugar, and grease immediately from surfaces is necessary to avoid issues. The same is true with leaving dishes, plates, and cooking pans in the open with grease and other attractants. Please rinse and place in the dishwasher as soon as possible after usage.

PET POLICY

If we have permitted your pet(s) to accompany you, please follow these simple rules:

- Pick up any waste and deposit it into the outside trash can.
- Keep your dog inside at night. There are natural animals in the area including raccoons that could cause a disturbance.
- Only potty-trained animals are permitted in the house. This includes a dog that will not chew the furniture or furnishings.
- Keep your dog off of the furniture if they have been outside until you have cleaned their paws.
- Do not leave your dog unattended on the property, use a portable cage.
- Dogs tend to destroy blinds and lift the blinds out of their range. You will be charged for any replacement blinds.

BREAKAGE/THEFT

If you break something, report it to us. You are responsible for damages to our property and we will work with you to economically repair or replace it. Sometimes accidents happen. Our property owners expect our guests to treat their properties as they would treat their own homes.

Please do not take towels, kitchen items, or other items. It takes time to shop for replacements and not only will you be charged for replacement but the time to locate and purchase the item as well.

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WiFi has been provided for your enjoyment. As with all WiFi plans, there is a limit on our plan so we ask that our guests not use it for gaming. Used it to watch movies, check mail, social media, etc. The signal reaches the entire house.

Feel free to connect your favorite service e.g. Netflix to our wifi. Do not disconnect the router.

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Pelicans Perch

ABOUT THE IMMEDIATE AREA

Most guests have not been to the Mississippi Gulf Coast or they have not stayed in the immediate area of our Pelicans Perch. The following is some information about where you are located and what is in your immediate area:

You are located in the City of Long Beach.

Our immediate area is undergoing a transition. The beach is a fairly short walk. It may take 15 minutes or you can drive and park at no cost in one of the many designated parking spaces.

There are many restaurants on Beach Blvd and in the vicinity of Beach Blvd and Jeff Davis. Restaurants are near the harbor and downtown Long Beach is just a few minutes away.

GROCERY STORES

- WinDixie, drive East to Cleveland, turn right, and drive a short distance, the store is on the left.

DRUG STORES

- Walgreens. Located on Jeff Davis in downtown Long Beach

LIQUOR STORES

- Bacchus Liquor is located on 1st Street on the East side of Jeff Davis Blvd

CASINOS

- The closest casinos are located East of your location on Beach Blvd (U.S. 90). Just a few miles away. The Island View is very close to Beach Blvd only a few miles away. There are 12 casinos on the Mississippi Gulf Coast.

BEACHES

Gulf beaches are open 24/7, there is no charge to use them. Basic rules apply, no glass containers, take your trash with you or use one of the provided trash cans at most popular beaches. Alcohol is allowed on the beach as long as it is not in glass

Christies Gulf Beach Rentals Guest Information ©Gulf Coast Property Management LLC. 12

containers and the one in possession is 21 years of age or older. The gulf water is shallow, you can walk many yards out before it hits your waist or chest. There are no lifeguards on Mississippi Gulf Coast beaches. It's up to adults to supervise children. There are fire pits at some beaches. Some areas have rental toys including jet skis. Parking is always free. Dogs are not permitted on the sand beach in Long Beach.

You may walk your dog on the sidewalk near the beach. There are pet-friendly beaches in Waveland.

SWIMMING,

Of course, you can swim in the Gulf. Some casinos will permit the purchase of a day pass to use their pool and amenities.

FISHING

You can obtain an out-of-state fishing license at multiple outlets. Mississippi has freshwater licenses and saltwater licenses. If you are fishing south of I10 you will need a saltwater license. You can fish from any one of the many public piers or at the beach. Walmart sells fishing licenses. You can rent a boat and fish in the Gulf or Bayous.

WHAT'S HAPPENING

Please go to our website Christiesgulfbeachrentals.com and select the events tab to see what is going on. There are many venues including the Aquarium, Deep Sea Fishing, and many more. Our site will provide you with a wealth of information and links to other locations.



Scan this QR to enter Christies Gulf Beach Rentals Website

Christies Gulf Beach Rentals Guest Information ©Gulf Coast Property Management LLC. 13

**MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



Book with Us Directly

If you would like to return to the Mississippi Gulf Coast and stay at one of our properties again, you can use our website to book your next stay.

Using our website will save you money! Our booking fee is much lower than the popular internet booking sites, we charge a modest fee to recover the cost of using a credit card and processing.

If you are returning to stay with us, we offer you a 5% discount. This discount does not apply during special events or during the months of June and July. Contact us before you book so we can send a coupon to you.

Refer a friend or relative to one of our properties and you qualify for a special enhanced feature on your next trip.

Want to book for the third time or more, contact us before you book. We may have a special offer for you depending on the time of the year and our occupancy level.

ACTIVE DUTY MILITARY

Military members may request a price for longer-term stays e.g. 6-9 months to attend a school or other TDY.

SPECIAL EVENT

Some of our properties are perfect for hosting special events. Please ask your hosts. Our guests have used our properties for birthday parties, weddings, and other

Christies Gulf Beach Rentals Guest Information ©Gulf Coast Property Management LLC 14

special events where families have gathered from around the country. Even locals have used our properties. We can provide tents, tables, and chairs if necessary. Please contact us well ahead of time to ensure sufficient sleeping accommodations are available.

If you have a large party, we can accommodate them in more than one property in the immediate area. We have a larger house on ¼ acre just a short distance on the same street and we have a townhome just around the corner. Both of these properties sleep 12 guests each.



Christies Gulf Beach Rentals Website

**MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Pelicans Perch

RESTAURANTS
(local)

Some local restaurants are listed below. There are more close by and many more along Beach Blvd both East and West. This list may not be current, some restaurants may have closed after COVID.

1. Parrish's Restaurant & Lounge, 217 Beach Blvd E, Long Beach, MS 39560
2. Steve's Marina Restaurant, 213 Beach Blvd E, Long Beach, MS 39560
3. Lil' Ray's Restaurant, 124 N Jeff Davis Ave, Long Beach, MS 39560
4. Long Beach Market & Deli, 208 E Beach Blvd, Long Beach, MS 39560
5. Harbor View Cafe, 101 Beach Blvd E, Long Beach, MS 39560
6. Tony's Brick Oven Pizzeria, 13140 US-90, Long Beach, MS 39560
7. The Grill Room at Edgewater, 1001 Beach Blvd E, Long Beach, MS 39560
8. The Patio on the Bay, 508 Beach Blvd E, Long Beach, MS 39560
9. Catfish Charlie's, 14048 US-90, Long Beach, MS 39560
10. The Back Deck, 201 Beach Blvd E, Long Beach, MS 39560
11. The Fish Market, 18298 US-90, Long Beach, MS 39560
12. Seafood Basket, 15864 US-90, Long Beach, MS 39560
13. Crawfish Shack, 18473 US-90, Long Beach, MS 39560
14. La Brisa, 17119 US-90, Long Beach, MS 39560
15. Bistro 46, 18373 US-90, Long Beach, MS 39560
16. The Levee, 18151 US-90, Long Beach, MS 39560
17. The Deck, 17138 US-90, Long Beach, MS 39560
18. The Blue Parrot, 15900 US-90, Long Beach, MS 39560
19. The Crooked Hammock, 19000 MS-60, Long Beach, MS 39560

Christie's Gulf Beach Rentals Guest Information ©Gulf Coast Property Management LLC

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About your hosts,

Christie and Brian Logan are your hosts. Christie has been in the property management business for over 15 years and is an owner of Christies and Gulf Coast Property Management. Her husband Brian has also been in various positions in the housing industry for many years. Together they have a hands-on approach to managing our properties. Brian is responsible for the calendar so you may have had contact with him. Christie manages the housekeeping effort and is our chief decorator.

Let us know before you arrive if you have any special needs. We can accommodate most requests or provide you with resources. If you enjoy our property, please give us a five-star rating on AirBnB and leave comments in our guest book and online.

If you come to the area periodically, consider buying a vacation property or second home on the Gulf Coast. We can help you through our real estate affiliation with Logan-Anderson, Gulf Coastal Realtors and if you are interested, we can furnish and decorate your purchase and then manage it for you. Contact us at any time.

Christie's Gulf Beach Rentals is a DBA of Gulf Coast Property Management a Mississippi LLC. Gulf Coast Property Management operates under the supervision of Logan-Anderson, Gulf Coastal Realtors as required by Mississippi law.

We manage vacation rental properties for owners under Christies Gulf Beach Rentals and manage long-term rentals for owners under Gulf Coast Property Management. Our properties are primarily located near the beach along the Mississippi Gulf Coast.

Our properties pay sales tax to the state of Mississippi through third-party sites or directly when bookings are through our website. Your taxes help improve the area and contribute to your enjoyment.

Christie's Gulf Beach Rentals Guest Information ©Gulf Coast Property Management LLC

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MINUTES OF JUNE 27, 2024
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LONG BEACH PLANNING and DEVELOPMENT COMMISSION
OWN YOUR OWN VACATION/SECOND HOME PROPERTY

Christies Gulf Beach Rentals appreciates your business. We are affiliated with Logan-Anderson Gulf Coast Realtors who help people just like you own your own vacation property. This property was purchased with the assistance of the experts at Gulf Coastal Realtors.



You may find that the cost to purchase a second home on the Mississippi Gulf Coast can be very affordable. Current tax law permits a deduction for mortgage interest and property taxes for a second home. Logan-Anderson can connect you with our favorite loan broker who can obtain a favorable Interest rate with a minimal down payment.

Should you decide to purchase a second home, Christies can rent it for you when you are not in the area. We can also help you set up the property from shopping for furnishings to decorating. If you like the look of our properties, yours can look as good if not better with our help.

If you are interested in the concept, please contact William Anderson, managing broker at Logan-Anderson, 228-215-3234 or Bill@loganandersonllc.com. We encourage you to visit the Logan-Anderson website at <https://loganandersonllc.com>. You can search for properties on our website. Go to "Property Search". You can also go to "Property Search" then "My Account" where you can sign in and receive notifications about properties that meet your search parameters.

Logan-Anderson networks with other agents who know we are looking for properties that are suitable for our clients e.g. near the beach. We may get a call from an agent informing us that they are about to list a property. Given the large demand for vacation properties along the Mississippi Gulf Coast, it's good to have a team such as Logan-Anderson Gulf Coast Realtors working for you.

Christies Gulf Beach Rentals Guest Information ©Gulf Coast Property Management LLC

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LOSS/DAMAGE MITIGATION POLICY

Most guests treat our properties well. On occasion, some of our property is taken either by mistake or by intention. There is a cost to replace these items, not just the purchase of them but shopping, etc. The list below indicates the charges that will be made to a guest who removes or destroys our property:

Bath towel (used for the body only not for wiping off cars etc.)	\$15
Beach towel	\$20
Wash Cloth	\$5
Hairdryer	\$40
Exterior chair	\$50
Apple charge cord	\$50
Remote controls	\$80
Broken blind	\$75
Pet damage	\$300+
Clean-up cigarette butts	\$25
Smoking mitigation	\$350+
Other items as assessed	

Please do not permit your children to jump on our beds. Most of them are well built but we have experienced damage at a few properties from excessive wear.

We decorate our properties for your pleasure. Some decor is attached to the table so do not try to move these.

Thank you for treating our property kindly.

Christies Gulf Beach Rentals Guest Information ©Gulf Coast Property Management LLC

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MINUTES OF JUNE 27, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION HURRICANE INSTRUCTIONS

The Mississippi Gulf Coast is subject to hurricanes. The season is from June through October. Hurricanes form in the Atlantic Ocean or on occasion in the Caribbean Sea. The National Weather Service watches for hurricanes and when one has met their definition, it receives a name.


Hurricanes that eventually make landfall on the Mississippi Gulf Coast will arrive about three days after they receive a name. Paying attention to the news will help to keep you informed. We suggest that you visit ChristiesGulfBeachRentals.com and go to the bottom of the home page. You can click on several sources that will provide current information.

If the hurricane has been designated to land on the Mississippi Gulf Coast or close by, the local authorities may require an evacuation. This may happen for a very high-velocity storm of category 3 or greater.

As you are watching the storm progress and it seems that it may make landfall in Mississippi, you should buy water and food even if you decide to leave the area. Should an evacuation order be given, you should leave immediately. There will be slow traffic out of the area.

Christies Gulf Beach Rentals Guest Information ©Gulf Coast Property Management LLC.

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DWELLING FIRE POLICY NEW BUSINESS DECLARATIONS		
		POLICY NUMBER: LSP50041A548
NAMED INSURED & MAILING ADDRESS CHRISTINA HERNANDEZ 4546 TOYON PL OAKLAND, CA 94619		CO # 802 AGENCY NAME & ADDRESS 809466 - ACENTRIA- OCEAN SPRINGS 6204 WASHINGTON AVE OCEAN SPRINGS, MS 38564 (228) 215-0464
Policy Period: From 02/21/2024 to 02/21/2025 12:01 a.m. Standard Time at the Described Location(s)		
This Certificate of Insurance is issued in accordance with the authorization granted and Underwritten by SUTTON SPECIALTY INSURANCE COMPANY, herein after called "the Company". This Insurance applies to the Described Location(s). Coverage for which a Limit or Premium is shown and Perils Insured Against for which a Premium is stated. This insurance policy is issued pursuant to Mississippi law covering surplus lines insurance. The company issuing the policy is not licensed by the State of Mississippi but is authorized to do business in Mississippi as a nonadmitted company. The policy is not protected by the Mississippi Insurance Guaranty Association in the event of the insurer's insolvency.		
MINIMUM EARNED PREMIUM: 25% NO FLAT CANCELLATIONS	DWELLING FIRE POLICY FEE MWUA FEE STAMPING FEE STATE TAX TOTAL PREMIUM	\$3,407.00 \$150.00 \$106.71 \$8.89 \$142.28 \$3,814.88

DF2016 (04/16)

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MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION
SUTTONATIONAL

DWELLING FIRE POLICY

FOR QUESTIONS CONCERNING POLICY COVERAGE,
CONTACT THE AGENT OR BROKER, SHOWN ON YOUR DECLARATIONS PAGE.


FOR OTHER ASSISTANCE, CALL:

CLAIMS: 800-487-7565

CUSTOMER CARE: 800-487-7565

POLICY PROVISION: This Policy Jacket with the Policy Declarations, Policy Form and Endorsements issued to form a part thereof, completes the policy as numbered on the Declarations Page. Whenever your policy is modified, you will receive a dated revision of the Policy Declarations.

This Policy is signed at the Home Office by our President and Secretary. It is countersigned on the Declarations Page by our authorized representative(s) if required. In consideration of your paid premium, Sutton Specialty Insurance Company extends to you the coverage offered by this insurance contract.


Lloyd Yavener, President


Michelle Freitag, Secretary

Sutton Specialty Insurance Company
1855 Griffin Road, Suite B-390
Danis Beach, FL 33004

SSPJ-11-2020

NAMED INSURED: CHRISTINA HERNANDEZ POLICY NUMBER: LSP800414848

LOCATION #1 - 814 LAURA ST LONG BEACH MS 39560 - HARRISON COUNTY

COVERAGE	LIMIT	PREMIUM
DWELLING FIRE		
COVERAGE A - DWELLING (ACV)	\$180,000	\$2,635.00
COVERAGE C - PERSONAL PROPERTY (ACV)	\$20,000	\$293.00
COVERAGE D - FAIR RENTAL VALUE	\$15,000	\$230.00
PREMISES LIABILITY	\$500,000	\$125.00
MEDICAL PAYMENTS TO OTHERS	\$5,000	\$35.00
VANDALISM OR MALICIOUS MISCHIEF	\$215,000	\$108.00
EXTENDED COVERAGE		INCL
DEDUCTIBLES		
AOP DEDUCTIBLE: \$2,500		
WIND/HAIL DEDUCTIBLE: 5%		
	TOTAL BASE PREMIUM: \$3,407.00	

RATING FACTORS & UNDERWRITING INFORMATION:

POLICY FORM: DP1	NUMBER OF STORIES: 1
OCCUPANCY: TENANT	SQUARE FOOTAGE: 1,698
DISTANCE TO COAST: 0.8306 MILES	FOR SALE: NO
TERRITORY: A	ON HISTORICAL REGISTRY: NO
PROTECTION CLASS: 5	IN GATED COMMUNITY: NO
CONSTRUCTION TYPE: FRAME	RENTAL TERM: WEEKLY
YEAR OF CONSTRUCTION: 1965	ROOF CONSTRUCTION: COMPOSITE SHINGLE
YEAR OF WIRING UPDATES: 2006	ROOF GEOMETRY: GABLE ROOF
YEAR OF PLUMBING UPDATES: 2006	ROOF SHEATHING: 6D NAILS
YEAR OF HEATING UPDATES: 2006	ROOF ANCHOR: SINGLE WRAPS
YEAR OF ROOFING UPDATES: 2006	OPENING PROTECTION: ALL GLAZED OPENINGS
ROOF AGE: 18 YEARS	
# OF NON-WIND LOSSES: NONE	PRIOR INSURANCE: PRIOR INSURANCE W/ NO LAPSE
# OF WIND LOSSES: NONE	

PROTECTIVE DEVICE(S): SMOKE DETECTORS, STORM SHUTTERS

This Certificate shall not be valid unless signed by Johnson & Johnson Inc. Dated at Charleston, South Carolina on 03/04/2024.

By 
Producing Agent: FRANCIS G JOHNSON

MINUTES OF JUNE 27, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION

NAMED INSURED: CHRISTINA HERNANDEZ

POLICY NUMBER: LSP600414548

SCHEDULE OF FORMS AND ENDORSEMENTS	
FORM NUMBER	FORM NAME
DP 00 01 12 02	DWELLING PROPERTY 1 - BASIC FORM
JJ-UTS-85g 02-98	ANIMAL EXCLUSION
LMA5019 (09/05)	ASBESTOS ENDORSEMENT
REF 2962 (06/02/03)	BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION
REF 1331 20/4/61	CANCELLATION CLAUSE
LMA5393 03-20	COMMUNICABLE DISEASE ENDORSEMENT
DF2016 (04/16)	DWELLING FIRE DECLARATIONS
EDE (06/10)	EXISTING DAMAGE EXCLUSION ENDORSEMENT (PERSONAL LINES)
JJ-DFS-9s (02-05)	EXTERIOR INSULATION AND FINISH SYSTEM EXCLUSION
REF5062 04/06/2006	FRAUDULENT CLAIM CLAUSE
LMA9137 06-17	MISSISSIPPI INFORMATIONAL NOTICE FOR SURPLUS LINES PERSONAL LINES POLICIES
MPL144 (02/09)	MOLD EXCLUSION
DL 24 16 12 02	NO COVERAGE FOR HOME DAY CARE BUSINESS
SSI-SOP-001 (11-2020)	NOTICE OF SERVICE OF SUIT
REF 1257 17/3/60	NUCLEAR INCIDENT EXCLUSION CLAUSE
OSEXCL (5/17)	OTHER STRUCTURES EXCLUSION
DL 24 01 12 02	PERSONAL LIABILITY
JJC-3 07-20	POLICY JACKET
DL 24 11 07-14	PREMISES LIABILITY (NON-OWNER OCCUPIED DWELLING)
REF5401 11-19	PROPERTY CYBER AND DATA EXCLUSION
REF 1191 (7/5/59)	RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE
LMA3100 15/09/10	SANCTION LIMITATION AND EXCLUSION CLAUSE
SEC 1 04-18	SECURITY ENDORSEMENT
REF 2340 1/11/1988	SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION U.S.A. & CANADA
JJ-UTS-406s (7-10)	SPECIFIC BUILDING MATERIALS EXCLUSION - PROPERTY
ILPO22 01-07	STATEMENT REGARDING FLOOD INSURANCE ADVISORY NOTICE TO POLICYHOLDERS
SS Privacy 10 21	SUTTON NATIONAL PRIVACY POLICY
SSPJ-11-2020	SUTTON SIGNATURE PAGE
HD1010 (03/10)	TAINTED DRYWALL MATERIAL EXCLUSION
TLO05 (05/07)	TOTAL OR CONSTRUCTIVE LOSS CAUSE
JJ-UTS-315s (8-04)	TRAMPOLINE LIABILITY EXCLUSION
ILP 001 01 04	US TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
NMA2918 (08/10/2001)	WAR & TERRORISM ENDORSEMENT
DP 03 12 12 02	WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE

SURPLUS LINES LICENSEE:
 Franks G Johnson
 PO Box 889
 Charleston SC 29402
 LICENSE #: 10132301

F2016 (04/16)

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

It came for discussion under new business a Short-Term Rental for the property located at 548 West Beach Blvd, Unit 104, Tax Parcel 0612E-03-037.004, submitted by Robert Anzelone and Wanda Adams (property owners) and Gulf Coast Property Management, Brian Logan (property manager), as follows:

MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CITY OF LONG BEACH, MISSISSIPPI							
APPLICATION FOR SHORT-TERM RENTAL							
PHYSICAL ADDRESS: 201 JEFF DAVIS AVENUE LONG BEACH, MS 39560	PHONE: (228) 863-1554 FAX: (228) 863-1558	MAILING ADDRESS: POST OFFICE BOX 929 LONG BEACH, MS 39560					
PROPERTY INFORMATION:							
ADDRESS: <u>548 WEST BEACH Blvd. 104</u>		Tax Parcel # <u>002E-03087.004</u>					
(Location of Short-Term Rental)							
OWNER'S INFORMATION:							
Property Owner's Name: <u>ROBERT ANZALONE Wanda Adams</u>							
Property Owner's Address: <u>1617 NORTH SIBRY STREET MEMPHIS, LA. 70003</u>							
Property Owner's Mailing Address, if different from above:							
Property Owner's Phone No: <u>504-723-4213</u> City State Zip							
Email Address: <u>ROBERT.ANZALONE@AOL.COM</u>							
Is there a homeowner's association for the neighborhood? <u>YES</u> If so, please provide written statement of support of short term rental?							
PROPERTY MANAGER INFORMATION:							
Property Manager's Name: <u>Brian Logan Gulf Coastal Property Mgt</u>							
Property Manager's Address: (Must be a local contact) <u>2100 18th ST Gulfport ms 39501</u>							
Property Manager's Phone No: <u>228 6693058</u> City State Zip							
Email Address: <u>YES CHRISTIESGULFBROADBEACH.COM</u>							
PLEASE PROVIDE THE FOLLOWING:							
<ul style="list-style-type: none"> • Mississippi Sales Tax ID # <u>VR150</u> • 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:							
<ul style="list-style-type: none"> • Completed written statement of compliance. • FEES: \$250, nonrefundable application fee. \$500, yearly renewable fee. Checks should be made payable to the City of Long Beach. • LICENSE: A Privilege Tax License must be applied and paid for after approval. • INCOMPLETE APPLICATIONS will not be processed. 							
AFFIDAVIT							
I HEREBY CERTIFY THAT I HAVE READ THIS APPLICATION AND THAT ALL INFORMATION CONTAINED HEREIN TRUE AND CORRECT; I ACKNOWLEDGE RECEIPT OF AND AGREE TO COMPLY WITH THE RULES & REGULATIONS OF SHORT-TERM RENTALS (Ordinance 660), ALL APPLICABLE CODES, ORDINANCES AND STATE LAWS. VIOLATION OF ANY CODES OR REGULATIONS SHALL RESULT IN THE SUSPENSION OR REVOCATION OF THE PERMIT.							
PRINT NAME: <u>Robert Anzalone</u>	SIGNATURE: <u>Robert Anzalone</u>	DATE: <u>5-15-2024</u>					
<u>Wanda L. Adams</u>	<u>Wanda L. Adams</u>						
BELOW IS FOR OFFICE USE ONLY							
Maximum Occupancy: <u>4</u>	Maximum Vehicles allowed: <u>2</u>	Number of bedrooms: <u>2</u>	Number of people home can accommodate: <u>4</u>				
I AFFIRM THAT THE APPLICANT IS IN COMPLIANCE WITH ALL APPLICABLE ZONING REQUIREMENTS, BUILDING & FIRE CODES; AND THAT ALL APPLICABLE TAXES, FEES AND OTHER CHARGES HAVE BEEN PAID.							
Building Official Signature: <u>Ryan Lark</u>		Date: <u>6/24/24</u>					
Fire Inspector Signature:		Date:					
COMMENTS:							
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Date Received: <u>6/10/24</u></td> </tr> <tr> <td>Agenda Date: <u>6/27/24</u></td> </tr> <tr> <td>Amount Due/Paid: <u>250.00</u></td> </tr> <tr> <td>Payment Method: <u>6349</u></td> </tr> </table>				Date Received: <u>6/10/24</u>	Agenda Date: <u>6/27/24</u>	Amount Due/Paid: <u>250.00</u>	Payment Method: <u>6349</u>
Date Received: <u>6/10/24</u>							
Agenda Date: <u>6/27/24</u>							
Amount Due/Paid: <u>250.00</u>							
Payment Method: <u>6349</u>							

MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



Robert J Anzalone Wanda L. Adams, owner of the property located at 548 West Beach Blvd #104, Tax Parcel 0612e-63-037.004, 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.

Robert J Anzalone Wanda L. Adams
signature

5-15-2024

date



PREPARED BY:

Law Offices of
LAURA F. PAULK, PLLC
16127 Orange Grove Road
Gulfport, MS 39503
228-831-1818
LPP File No. 2408148
MS Bar No. 10733

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Return To:

Law Offices of
LAURA F. PAULK, PLLC
16127 Orange Grove Road
Gulfport, MS 39503
228-831-1818
LPP File No. 2408148

WARRANTY DEED

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

Victoria Gardner and Timothy Hallwood also known as Timothy E. Hallwood, as Co-Trustees of the Victoria Gardner Revocable Living Trust dated this 11th day of August, 2020; and Victoria Gardner and Timothy Hallwood also known as Timothy E. Hallwood, as Co-Trustees of the Timothy Hallwood Revocable Living Trust dated this 11th day of August, 2020.

Grantors
1503 Thompson Rd.
Bad Axe, MI 48413
989-553-0440

do hereby sell, convey and warrant unto

Robert Anzalone, a single person and Wanda Adams, a single person, Grantees
1617 N. Sibley St
Metairie, LA 70003
504-723-4213.

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

(See Exhibit A attached)

INDEXING INSTRUCTIONS: Unit 104, Beau Clair Condominium, Harrison Co., MS

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

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

2408148

This is to certify that the foregoing instrument is a true and correct copy of the original.

[Signature]
Attorney

**MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

record which effect the above described property

WITNESS MY SIGNATURE, this the 15th day of April, 2024.

Victoria Gardner
Victoria Gardner, as Co-Trustee of the Victoria Gardner Revocable Living Trust dated this 11th day of August, 2020

Timothy Hallwood
Timothy Hallwood, as Co-Trustee of the Victoria Gardner Revocable Living Trust dated this 11th day of August, 2020

Victoria Gardner
Victoria Gardner, as Co-Trustee of the Timothy Hallwood Revocable Living Trust dated this 11th day of August, 2020

Timothy Hallwood
Timothy Hallwood, as Co-Trustee of the Timothy Hallwood Revocable Living Trust dated this 11th day of August, 2020

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned Notary Public in and for the above named jurisdiction, the within named, Victoria Gardner and Timothy Hallwood, who acknowledged that they are the Co-Trustees of the Victoria Gardner Revocable Living Trust dated this 11th day of August, 2020, and that in said representative capacity as Co-Trustees of the Victoria Gardner Revocable Living Trust dated this 11th day of August, 2020, as its act and deed, they executed the above and foregoing instrument on the day and year therein stated, after first having been duly authorized by said trust so to do.

Given under my hand and seal, this the 15th day of April, 2024.

Candace M. Dye
NOTARY PUBLIC

My Commission Expires



STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned Notary Public in and for the above named jurisdiction, the within named, Victoria Gardner and Timothy Hallwood, who acknowledged that they are the Co-Trustees of the Timothy Hallwood Revocable Living Trust dated this 11th day of August, 2020, and that in said representative capacity as Co-Trustees of the Timothy Hallwood Revocable Living Trust dated this 11th day of August, 2020, as its act and deed, they executed the above and foregoing instrument on the day and year therein stated, after first having been duly authorized by said trust so to do.

Given under my hand and seal, this the 15th day of April, 2024.

Candace M. Dye
NOTARY PUBLIC

My Commission Expires



EXHIBIT A

LEGAL DESCRIPTION

Unit No. 104 in the plan of condominium subdivision known as Beau Clair Condominium as the same is recorded in Plat Book 34 at Page 27, and as the same is otherwise created, established and dedicated in a certain Plan of Condominium and Declaration of Covenants, Conditions and Restrictions and Exhibits thereto dated October 11, 1984, and of record in Deed Book 994, at pages 253-278, in the Land Records of the Chancery Clerk of the First Judicial District of Harrison County, at Gulfport, Mississippi, together with an undivided 1/49th interest in and to the common areas of Beau Clair Condominium appurtenant to the unit as such are defined in the aforesaid Plat of Condominium and Declaration of Covenants, Conditions and Restrictions and Exhibits thereto

MS-TH

**MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



CHRISTIES GULF BEACH RENTALS

≡ MENU

Terms of Service/Contract

Christies Gulf Beach Rentals

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

Updated: April 2024

Christies Gulf Beach Rentals welcomes you,

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

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

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

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

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

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

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

1. Definition of Services

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

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

2. Modification of Terms and conditions

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

3. Optional Travel Protection Plan and Vacation Rental Damage Protection Plan

These two plans may be offered to individuals booking at ChristiesGulfBeachRentals.com. Should these plans be offered and selected you agree that you have read the terms and conditions "Plan Details" and understand that these plans are provided by General Global Assistance and that Christies Gulf Beach Rentals is a vendor of the product only.

4. Content rights

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

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

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5. Overstay without permission

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

6. Local laws and Ordinances

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

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

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

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

7. Occupancy Limits

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

8. Modifications

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

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

9. Cancellation Policy

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

10. Substitution of property

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

11. Calendar

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

12. Insurance

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

13. Hurricane/Named Storm

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

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

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

14. Emergencies

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

15. Destruction of property

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

16. Homeowners Association Rules

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

17. Pool rules

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

18. Pet Policy

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

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

19. Smoking

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

20. Lockout

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

21. Grilling-BBQ

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

22. Guest Comments

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

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

23. Damage to property

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

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

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

24. Taxes and Fees

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

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

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

25. Trash - Garbage

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

26. Parking

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

27. Items left behind

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

28. Restricted/Prohibited Activities

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

No alcohol for minors under the age of 21

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

Do not leave children unattended on our properties

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

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

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

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

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

Do not conduct any illegal activity on the property.

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

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29. Liability

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

30. Indemnification

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

31. Dispute resolution

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

32. Health and Safety

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

Privacy policy.

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

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

Sea the View



*Welcome to the
Mississippi Gulf Coast*
Guest Information

Your hosts, Christie and Brian Logan
Christies Gulf Beach Rentals a Gulf Coast Property Management Company

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To our Guests.

Welcome to Sea the View, this beautiful two-story condo is perfectly located for a walk to the beach, restaurants, or a short drive east or west to visit museums, casinos, amusement parks, and more.

Walk to the beach or sit on your patio and view the water and sand. This property is located in an HOA area meaning there are rules of conduct that have been incorporated into this book.

This book contains information that will help to make your stay one of the most memorable of your lives. Be sure to visit our website for more information about local attractions and links to them. Christiesgulfbeachrentals.com.

Call, or text us if we can be of assistance to you during your stay.
228-669-3058. Yes@Christiesgulfbeachrentals.com. Please fill in the guest book. Scan the QR code to enter our website. Enjoy.



Sea the View

HOW EVERYTHING WORKS

The following provides a brief overview of how everything works in the condo. If you have questions let us know.

ENTRANCE

- The entrance door lock is electronic. You must enter your code, a four-digit number provided to you before your arrival. **NOTE: You must enter the correct code. If you fail to do so, the lock will become deactivated. Make sure that everyone in your party has been told this. Do not allow children to play with the door lock. After you enter the last digit and touch the checkmark the door will open. Please remember your code.** Save the code in your phone.
- To lock the door when inside just turn the knob. Please lock the door when you leave the property. While the area is safe, we recommend that you not leave any valuables at the house such as money, wallet or credit cards.
- Please leave the door closed when the AC or heater is activated.

GENERAL

- **BLINDS:** You must turn the long handle to open the blinds before you lift them to expose the window. Do not attempt to lift without opening the blinds. Do not permit your children to play with the blinds.
- Windows will open but we suggest you keep them closed during very hot and cold weather, please raise or lower the temperature if opening the windows to conserve energy.
- Do not move inside furniture including chairs to the outside.
- All rooms have fans, use the pull chains or remote controls to turn the fan on or off, and pull carefully so as to not break the chain
- Park only in designated parking areas
- Keep exterior doors closed when not entering or leaving
- Keep interior doors open when possible during periods when the AC/Heater is on so there is better airflow.

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ENTERTAINMENT

- **WIFI CODE: xxxxxxxxxx**
- The TVs are all smart and they will permit you to screencast your smartphone, scan the internet, and watch a variety of programming.
- To access local TV stations, use your smartphone to locate the site for the station you wish and use screencast or the internet option on the TV to stream content.
- Walk to the beach, in just a few minutes. Be careful crossing U.S. 90 (Beach Blvd).

LIVING ROOM

- The fan switches are on the wall near the kitchen near the long table below the painting.
- The large tv is operated by a remote control. Please return it to the location you found it when you leave. You can program the TV with your favorite streaming service if you wish.

KITCHEN

- Everything you need to prepare meals is contained in the drawers and cabinets. When you are finished using implements please rinse them and place them into the dishwasher. Dishwashing soap is below the sink. Use a small quantity as our water is naturally soft.
- The stove and oven are electric. Be careful after using the stovetop as the metal parts of the heating element take a while to cool down. Be sure to clean off any food that is spilled in the oven.
- Please wipe down the microwave after use if any food spills inside.
- Use the garbage disposal only for food waste. Do not put anything other than food in the disposal and always run water when using.
- It's important that you not permit food waste to sit, if it falls on the floor or table or counter, please clean up.

DINING AREA

- There is seating for 4 people either at the table/bar.

LAUNDRY ROOM

- A full-size stackable washer and dryer are provided for your convenience. Soap for the washer is located on the shelf above the washer. **IMPORTANT:** Use a small portion as the water here is soft by nature, too much detergent will not rise out of your clothing well.
- There are hamper baskets in each room for soiled clothing and linens.
- We suggest that you do laundry after 8 PM during the Summer to minimize the heat in the unit.
- Never turn the water off unless there is a leak
- Clean out the washer and dryer after use, and empty the dryer lint.
- Do not wash the sheets at the end of your stay, we will do that. You may wash them during your stay if necessary. Our cleaners must process the linens and sheets to guarantee sanitation for the next guest.

BATHROOM

- Use the combination showerhead and handle to have a comfortable shower or bath. Please pull the shower curtain fully closed after using it so the excess water can drain into the tub.
- **Wipe up any excess water** on the floor to prevent accidents.
- Hang wet towels and facecloths on the rods to the left of the sink.
- Additional rolls of toilet paper are located under the sink.
- On your last day, any wet towels you can not hang please place them into the laundry basket.
- **TURN ON THE VENT** when taking a shower to vent steam. Thank you!

BEDROOMS

- Beds have multiple pillows. If you don't want to keep them on the bed, please place them in the closet.
- Beds have a selection of pillows from hard to soft. You may want to swap with other beds depending upon your needs. Please keep shoes off of the blankets and comforters.
- Keep the windows closed when running the AC or heater. Lock the windows when you close them.

AC/HEATER

- The electronic thermostat is located in the hall. If you wish the temperature to be higher or lower tap up or down on the temperature setting. Do not turn off the system. If you do not want to use the unit, set the temperature to a point where you know it will not turn on. For example in the summer, turn it up to 95 to keep it off. Turn it to 50 for winter if you do not want it to come on.

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- Keep in mind that most AC systems will only cool down to 20 degrees below the outside temperature. Opening and closing doors will severely hamper the system's ability to cool the house. Keep interior doors open to circulate air
- Use the fans in summer, they will help reduce the feel by 4 degrees.
- Hot water. The heater is already set. Please use cold water to mitigate the temperature. Be aware the default temperature is set higher than normal for adults. Do not allow small children to operate the bathtub water temperature.

DECKS

- Supervise small children when allowing them access to the decks. Keep the deck doors closed when the AC/Heater is on. Remind children not to play with the door locks while adults are on the deck to avoid being locked out.

PARKING

- Parking is provided for a maximum of two cars. Parking is just outside of the entrance door. If you park in the driveway your vehicle could be towed.

SWIMMING POOL

- Follow the posted rules. The rules are listed at the end of this binder. Safety is critical for swimming pools that are not monitored by lifeguards.

TRASH

- Trash must be brought to the central large trash dumpsters located behind the swimming pool. Never place trash outside of the house. When you have completed your stay, remove all trash and property and dispose of it.

NOISE

The City of Long Beach has a noise ordinance. After 10 PM, you must not create loud noises or play loud music to disturb the neighbors. If you are using the yard in the evening, pay attention to the volume of your conversations. Normal tones are fine, yelling and screaming after 10 PM and even before is not acceptable.

Consider the neighbors when you are using the yard or the porch as a gathering place. Keep the noise level respectful even before the 10 PM noise curtailment time.

PARKING

Only in designated parking slots.

KEEP THE HOUSE CLEAN

Food and drink that is spilled must be immediately cleaned. Do not leave food laying around unwrapped or outside of sealed containers. This is to protect your health by avoiding inviting insects into the property.

Don't throw trash or bottles and cans in the yard. Place them into the large wheeled trash can or interior trash cans. You are expected to leave our property as you found it.

PET POLICY

- Pets are not permitted at this property including from guests.

BREAKAGE/THEFT

If you break something, report it to us. You are responsible for damages to our property and we will work with you to economically repair or replace it. Sometimes accidents happen. Our property owners expect our guests to treat our properties as they would treat their own homes.

Please do not take towels, the kitchen, or other items. It takes time to shop for replacements and not only will you be charged for replacement but the time to locate and purchase the item as well.

WIFI has been provided for your enjoyment. As with all WIFI plans, there is a limit on our plan so we ask that our guests not use it for gaming. Used it to watch movies, check mail, social media, etc. The signal reaches the entire house.

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SWIMMING

Of course, you can swim in the Gulf but you can also use the pool a few steps from this unit. If you use the pool, read the rules before use.

FISHING

You can obtain an out-of-state fishing license at multiple outlets. Mississippi has freshwater licenses and saltwater licenses. If you are fishing south of I10 you will need a saltwater license. You can fish from any one of the many public piers or at the beach. You can rent a boat and fish in the gulf or bayous.

OTHER

Please go to our website Christiesgulfbeachrentals.com and select the events tab to see what is going on. There are many venues including the Aquarium, Deep Sea Fishing, and many more. Our site will provide you with a wealth of information and links to other locations.



Scan this QR to enter Christies Gulf Beach Rentals Website



Book with Us Directly

If you would like to return to the Mississippi Gulf Coast and stay at one of our properties again, you can use our website to book your next stay.

Using our website will save you money! Our booking fee is much lower than the popular internet booking sites, we charge a modest fee to recover the cost of using a credit card and processing.

If you are returning to stay with us, we offer you a 5% discount. This discount does not apply during special events or during June and July. Contact us before you book so we can send a coupon to you.

Refer a friend or relative to one of our properties and you qualify for a special enhanced feature on your next trip.

Want to book for the third time or more, contact us before you book. We may have a special offer for you depending on the time of the year and our occupancy level.

ACTIVE DUTY MILITARY

Military members may request a price for longer-term stays e.g. 3 months to attend a school or other TDY.

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ABOUT THE IMMEDIATE AREA

Most guests have not been to the Mississippi Gulf Coast or they have not stayed in the immediate area of our Sea the View. The following is some information about where you are located and what is in your immediate area:

GROCERY STORES

- Walmart Superstore
Drive West on U.S. 90, the Walmart store is on the highway a short distance from this property.

DRUG STORES

- Located at Walmart

LIQUOR STORES

- There are liquor stores in the area. Use your mobile phone mapping program to direct you to your choice.

CASINOS

- The closest casino is East of the property on Beach Blvd. There are two separate casinos operated by the same owner. One on the beach and one on land across from each other. There are more casinos if you drive East a few miles into Biloxi. Casinos operate on a 27/7 basis. If you are not a gambler our casinos are good places for food and entertainment.

BEACHES

Gulf beaches are open 24/7, there is no charge to use them. Basic rules apply, no glass containers, take your trash with you or use one of the provided trash cans at most popular beaches. The water is shallow, you can walk many yards out before it hits your waist or chest. There are fire pits at some beaches. Some areas have rental toys including jet skis.

HURRICANE POLICY

- Christies follows the Airbnb policy that you are completely aware of before you book that the Mississippi Gulf Coast is prone to an occasional hurricane. Hurricanes are a natural event and they can occur between June 1 and the end of October (the hurricane season).
- If you are in residence and local authorities have announced the pending landfall of a category 3 or greater hurricane, you may be asked to evacuate. Should you be asked to evacuate, please take water and food with you and leave immediately. Read our instructions at the end of this binder.
- If the hurricane is headed to another area, you are welcome to stay. Understand that even when a hurricane hits another area such as Louisiana, we may experience high winds and possible high tides. These events are not normally life-threatening but you must be careful if you stay.
- Please read our instructions on Hurricanes at the end of the binder.

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HURRICANE INSTRUCTIONS**

The Mississippi Gulf Coast is subject to hurricanes. The season is from June through October. Hurricanes form in the Atlantic Ocean or on occasion in the Caribbean Sea. The National Weather Service watches for hurricanes and when one has met their definition, it receives a name.

Hurricanes that eventually make landfall on the Mississippi Gulf Coast will arrive about three days after they receive a name. Paying attention to the news will help to keep you informed. We suggest that you visit ChristiesGulfBeachRentals.com and go to the bottom of the home page. You can click on several sources that will provide current information.

If the hurricane has been designated to land on the Mississippi Gulf Coast or close by, the local authorities may require an evacuation. This may happen for a very high-velocity storm of category 3 or greater.

As you are watching the storm progress and it seems that it may make landfall in Mississippi, you should buy water and food even if you decide to leave the area. Should an evacuation order be given, you should leave immediately. There will be slow traffic out of the area.



Christies Gulf Beach rentals Website



ABOUT YOUR HOSTS

Christie and Brian Logan are your hosts. Christie has been in the property management business for over 15 years and is an owner of Christies and Gulf Coast Property Management. Her husband Brian has also been in various positions in the housing industry for many years. Together they have a hands-on approach to managing our properties. Brian is responsible for the calendar so you may have had contact with him. Christie manages the housekeeping effort and is our chief decorator.

Let us know before you arrive if you have any special needs. We can accommodate most requests or provide you with resources. If you enjoy our property, please give us a five-star rating on Airbnb and leave comments in our guest book and online.

If you come to the area periodically, consider buying a vacation property or second home on the Gulf Coast. We can help you through our real estate affiliation with Logan-Anderson, Gulf Coastal Realtors and if you are interested, we can furnish and decorate your purchase and then manage it for you. Contact us at any time.

Christie's Gulf Beach Rentals is a DBA of Gulf Coast Property Management a Mississippi LLC. Gulf Coast Property Management operates under the supervision of Logan-Anderson, Gulf Coastal Realtors as required by Mississippi law.

We manage vacation rental properties for owners under Christies Gulf Beach Rentals and manage long-term rentals for owners under Gulf Coast Property Management. Our properties are primarily located near the beach along the Mississippi Gulf Coast.

Our properties pay sales tax to the state of Mississippi through third party sites or directly when bookings are through our website. Your taxes help improve the area and contribute to your enjoyment.

**MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Sea the View

RESTAURANTS

LONG BEACH (east)

- ★ Bulls
- ★ Steve's Marina
- ★ Harbor View Cafe
- ★ Coastal Daiquiri bar and Grill
- ★ Parrish's Restaurant
- ★ McDonalds
- ★ A Southern Bagel Company

There are other shops and restaurants located in downtown Long Beach just a few minutes drive East from the Surfside Escape

LOSS/DAMAGE MITIGATION POLICY

Most guests treat our properties well. On occasion, some of our property is taken either by mistake or by intention. There is a cost to replace these items, not just purchase of them but shopping, etc. The list below indicates the charges that will be made to a guest who removes or destroys our property:

Bath towel (used for the body only not for wiping off cars etc.)	\$15
Beach towel	\$20
Wash Cloth	\$5
Hairdryer	\$40
Exterior chair	\$150
Apple charge cord	\$50
Remote controls	\$50
Broken blind	\$75
Smoking mitigation	\$400+
Unauthorized Pets	\$150 day
Pet cleaning	\$400
Painting	\$300
Lamps	\$75

Other items as assessed

Please do not permit your children to jump on our beds or pull on blinds. Do not remove any decorations or items from the walls

We decorate our properties for your pleasure. If you have young children please move our fragile decorations to a spot where they will not be broken and replace them when you leave.

Thank you for treating our property kindly.

MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

Rockingham Specialty, Inc.

D-BILL: ROBERT ANZALONE

PAGE: 1

PO Box 357965, Gainesville, FL 32635

AMENDED DEC: EFF: 05/21/24 ENDF: 0002

AUTHORIZED SURPLUS LINES BROKER: CABRILLO COASTAL GENERAL INS AGENCY PO BOX 357965 GAINESVILLE, FL 32635-7965		BROKER: 801720 (228) 822-1234 ALLEN INSURANCE AGENCY LLC PO BOX 318 LONG BEACH, MS 39560-0318	
NAMED INSURED AND ADDRESS ROBERT ANZALONE WANDA ADAMS 1617 N SIBLEY ST METAIRIE, LA 70003-5711		LOCATION OF RESIDENCE PREMISES (if different from insured address) 548 W BEACH BLVD APT 104 LONG BEACH, MS 39560-5904	
POLICY NO: CRU00000034 Policy Period: 4/15/2024 to 4/15/2025			
HOMEOWNERS DECLARATIONS 12:01 A.M. Standard Time at the Address of the Named Insured as Stated Herein.			
COVERAGE PROVIDED WHERE PREMIUM OR LIMIT OF LIABILITY SHOWN FOR THE COVERAGE:			
-----SECTION I-----			
COVERAGES AND LIMITS OF LIABILITY	A. DWELLING	B. OTHER STRUCTURES	C. PERSONAL PROPERTY
	100,000	0	25,000
			10,000
			500,000
			1,000
FOR LOSS UNDER SECTION 1, WE COVER ONLY THAT PART OF LOSS OVER THE DEDUCTIBLE			
STATED: WINDSTORM OR HAIL DEDUCTIBLE IS \$2,500			
ALL OTHER COVERED PERILS DEDUCTIBLE IS \$2,500			
SUMMARY OF PREMIUM			
HURRICANE PREMIUM	\$642		
OTHER W/H PREMIUM	\$415		
AOP PREMIUM	\$212		
ADDITIONAL PREMIUM	\$205		
TOTAL PREMIUM	\$1474		
		TOTAL PREMIUM	\$1474.00
		SURPLUS LINES TAX	\$60.56
		MWUA WINDPOOL TAX	\$45.42
		STAMPING FEE	\$3.78
		POLICY FEE	\$40.00
		TOTAL POLICY	\$1623.76

TOTAL THIS TRANSACTION \$9.65			

POLICY SUBJECT TO THE FOLLOWING SURCHARGES, CREDITS, ENDORSEMENTS AND FORMS:			
FORM NO	EDITION	DESCRIPTION	LIMITS CHANGE PREMIUM DUE PREMIUM
CCMS HO 06	1/24	HO-6 UNIT-OWNERS FRM	
PG HO WRFD	5/22	WIND/HAIL DEDUCTIBLE	
PG HO PCI	3/14	POLICY/CLAIMS INFO	
PG HO UDA	1/22	COV A - SPECIAL COV	
PG HO QLI0	1/22	ORDINANCE OR LAW	10%
PG HOWBUTX	1/18	WATER BACKUP	\$5000
		HURRICANE	\$80
		OTHER WIND HAIL	\$642
PG HONDPRV	5/22	NO UNIT DMG LOR COV	\$5000
HO 04 90	10/00	PERS PROP REPL COST	\$415
PG HO URO	1/22	UNIT RENTAL*	\$125
		ANIMAL LIAB EXCLUSN	
HO 04 35	10/00	LOSS ASSESSMENT-RES	\$5000
PG HO USD	1/22	SEASONAL DWELLING	\$50
		MATURE HOMEOWNR DISC	
OCC: SEASONAL*		TER: 701	YEAR: 2008 CNST: MASONRY CLS: P
Date Issued: 06/07/24		* CONTINUED	
		Countersigned by:	<i>Michael J. ...</i> Authorized Representative

RSI HO6 MS DEC 01 24

After considerable discussion, Commissioner Suthoff made motion, seconded by Commissioner Brown 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 130 West 4th Street, Tax Parcels 0612G-02-050.000 and 0612B-03-099.001, submitted by Fred W. Williams and Cynthia Williams, as follows:

MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

Office use only
Date Received 5-22-24
Zoning C-1
Agenda Date 6-27-24
Check Number 165

APPLICATION FOR CERTIFICATE OF RESUBDIVISION

I. TYPE OF CASE: CERTIFICATE OF RESUBDIVISION

II. ADVALOREM TAX PARCEL NUMBER(S): 06126-02-050.000 / 06123-03-099.001

III. GENERAL LOCATION OF PROPERTY INVOLVED: North border of 130 W. 4th Street

IV. ADDRESS OF PROPERTY INVOLVED: 130 W. 4th Street Long Beach

V. GENERAL DESCRIPTION OF REQUEST: Resubdivision of small parcel
Into 130 W. 4th Street

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.

Fred W. Williams / Cynthia Williams
Name of Rightful Owner (PRINT)

130 W. 4th Street
Owner's Mailing Address
Long Beach MS 39560
City State Zip

228.324.0450
Phone

Fred W. Williams / Cynthia Williams
Signature of Rightful Owner Date 5/6/24

Name of Agent (PRINT)

Agent's Mailing Address

City State Zip

Phone

Signature of Applicant Date

MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

BOOK 1396 PAGE 336

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

EMBED

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, we, Gerald G. Mitchell and wife, Roberta S. Mitchell, do hereby sell, convey and warrant unto Fred W. Williams and wife, Cynthia D. Williams, as joint tenants with full rights of survivorship and not as tenants in common, the following described land, lying and being situated in the First Judicial District of Harrison County, Mississippi, and more particularly described as follows, to-wit:

A parcel of land situated and being located in Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit: Commencing at the intersection of the east margin of Church Street with the northerly margin of Fourth Street; thence run South 54 degrees 45 minutes 54 seconds East 116.75 feet along the northerly margin of Fourth Street to the Point of Beginning of the parcel herein described; thence run from said Point of Beginning, North 71 degrees 02 minutes 19 seconds East 10.76 feet along the northerly margin of Fourth Street; thence run North 71 degrees 55 minutes 00 seconds East 100.14 feet along the northerly margin of Fourth Street; thence run North 19 degrees 45 minutes 43 seconds West 162.35 feet; thence run South 67 degrees 39 minutes 48 seconds West 75.29 feet; thence run South 00 degrees 02 minutes 37 seconds West 16.22 feet; thence run South 00 degrees 01 minutes 39 seconds West 148.01 feet to the northerly margin of Fourth Street and the Point of Beginning.

The warranty of this conveyance is expressly made subject to any and all easements, restrictive covenants, dedications, rights-of-way, mineral reservations and mineral conveyances of record pertaining to or affecting the use of the herein described property.

Taxes for the year 1998 have been prorated and are assumed by the grantees.

BOOK 1396 PAGE 337

WITNESS our signatures this the 22nd day of January, 1998.

Gerald G. Mitchell
GERALD G. MITCHELL
Roberta S. Mitchell
ROBERTA S. MITCHELL

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the aforesaid County and State, the within named GERALD G. MITCHELL and wife, ROBERTA S. MITCHELL, who acknowledged that they signed and delivered the foregoing instrument on the day and the year therein mentioned as their own free act and deed.

WITNESS my signature and official seal of office on this, the 22nd day of January, 1998.

[Signature]
NOTARY PUBLIC
[Notary Seal]

My Commission Expires:

Notary Public Signature - Large
Notary Seal - Large - Embossed
Embossed With Notary Name and Title

Indexing Instructions:

Long Beach Section Block 14
Township 8 South, Range 12 West
Harrison County, Mississippi
N by unknown
S by 4th Street
E by Reoso
W by unknown

GRANTORS:
Gerald G. Mitchell and
Roberta S. Mitchell
P. O. Box 357
Long Beach, MS 39560
Tel: (728) 363-8073

Prepared by and Return to:
Frank E. McCreevy, III
P. O. Box 589
Long Beach, MS 39560
401-458-5597

Grantees:
Fred W. Williams and
Cynthia D. Williams
441 St. Andrews Rd
Long Beach, MS 39560
Tel: (728) 457-1424

INSTRUMENT NO 144

STATEMENT OF FEES

Recording Fee \$0.00
Special Handling Fee \$1.00
Address: [blank]
Map: [blank]
City: [blank]
TO ALL FEES COLLECTED \$0.00

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

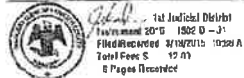
I hereby certify that this instrument was received and filed for record in 97 pages and 26 minutes on 1st day of Jan. A.D. 1998 and recorded on Jan 22, 1998 in presence of Deeds, Book 1396 Page 336-337

JOHN MAGARAL, Deputy Clerk
[Signature]
DEPUTY CLERK

MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

(Still open N. back of
130 W. 4th St)

SCANNED



Prepared by:
Deborah Kay Hester
221 West Old Pass Road
Long Beach, MS 39560
(228) 865-0107

Return to:
Deborah Kay Hester
221 West Old Pass Road
Long Beach, MS 39560
(228)865-0107

STATE OF MISSISSIPPI
COUNTY OF HARRISON

WARRANTY DEED

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

TAMMY L. MCGILL,
128 W. 4TH STREET, LONG BEACH, MS 39560; 228-596-0479
GRANTOR,

do hereby sell, convey, and warrant to

FRED W. WILLIAMS and CYNTHIA D. WILLIAMS, husband and wife,
130 W. 4TH STREET, LONG BEACH, MS 39560; 228-865-1458
GRANTEES,

as joint tenants with rights of survivorship in each and not as tenants in common, the following described real property situated and located in Harrison County, Mississippi, more particularly and certainly described as follows: see "Exhibit A" legal description on Page 3

INDEXING INSTRUCTIONS: Long Beach Section Block 14; First Judicial District, Harrison County, MS North by McGill; South by Williams

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

Page 1 of 3

This property was not part of the homestead of the Grantor.
Ad valorem taxes for the year 2015 on the herein described parcel are to be assumed by Grantee herein.

WITNESS OUR SIGNATURES, this the 12th day of MARCH, 2015.

Tammy L. McGill
TAMMY L. MCGILL

State of Mississippi
County of Harrison

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named TAMMY L. MCGILL, who acknowledged that she signed, sealed and delivered the above and foregoing instrument, on the day and year therein mentioned,
Given under my hand and official seal, this the 12th day of MARCH, 2015.

Deborah Kay Hester
NOTARY PUBLIC

My Commission Expires April 17, 2018



Page 2 of 3

Exhibit A

Legal Description:

A parcel of land situated and being located in a part of Lot 55, Henderson-Shipman-Hughes Survey in Section 13, Township 8 North, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

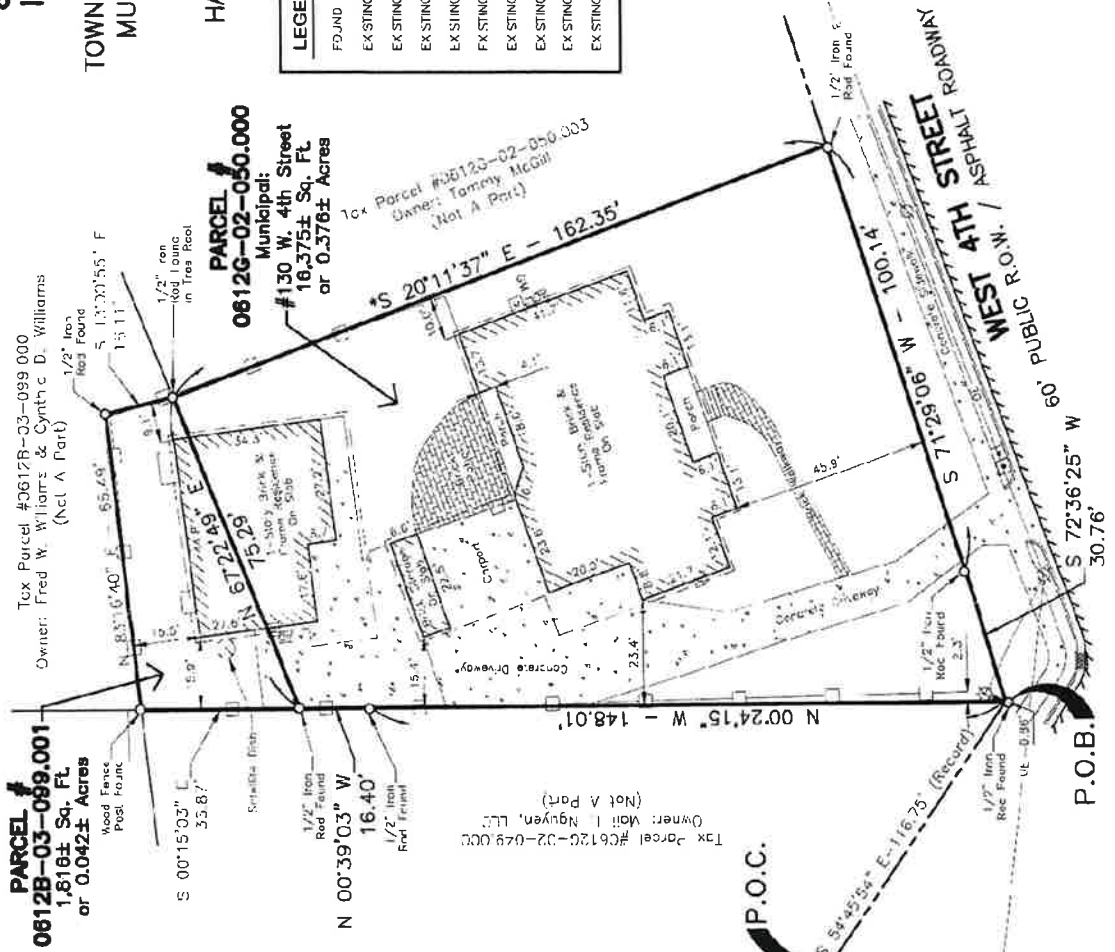
Commencing at the intersection of the easterly margin of Church Street with the northerly margin of Fourth Street; thence run South 54 degrees 45 minutes 54 seconds East 116.75 feet along the northerly margin of Fourth Street; thence run North 00 degrees 00 minutes 34 seconds West 148.01 feet; thence run North 00 degrees 02 minutes 37 seconds East 16.22 feet to the Point of Beginning of the parcel herein described; thence run from said Point of Beginning, North 00 degrees 02 minutes 11 seconds West 36.87 feet; thence run North 83 degrees 29 minutes 34 seconds East 66.49 feet; thence run South 12 degrees 48 minutes 05 seconds East 16.11 feet; thence run South 67 degrees 35 minutes 41 seconds West 75.29 feet to the Point of Beginning.

The herein described parcel is being transferred by this Deed out of Parcel #0612B-03-099.000

Page 3 of 3

**MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

**RESUBDIVISION
OF
PARCELS #0612G-02-050.000
& #0612B-03-099.001
INTO ONE NEW PARCEL
LOCATED IN SECTION 13,
TOWNSHIP 8 SOUTH, RANGE 12 WEST,
MUNICIPAL: #130 W. 4TH STREET
CITY OF LONG BEACH,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI**



SHEET 1 OF 4

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

FIELD WORK COMPLETED ON: April 2, 2024

REFERENCE BEARINGS:
The bearings shown hereon are based on the Mississippi State Plane Coordinate System - East Zone - NAD 83, using GPS GCGC-RIN System accessed on August 1, 2023. (*) Represents the Basis of Bearings. Distances shown are U.S. Survey feet.

FEMA FLOOD ZONE AND HAZARDS:
This lot is located in Flood Zone "X500" Area of per FEMA Map Community Panel Number 280470037G for Harrison County, Mississippi dated December 21, 2017. Base Flood Elevation is subject to change and should be verified with the local authority's Flood Plain Administrator before any design or construction.

REFERENCE MAPS:
A) Survey of subject property prepared by J. Michael Cassidy on March 6, 2017.
B) Survey of adjacent parcel to north prepared by Wayne M. Vice, Jr. on May 11, 2023.

NOTES:

- No attempt has been made by Cassidy-Acadia Land Surveying, LLC, to verify title, actual legal ownership, deed restrictions, servitudes, easements, alleys, right-of-ways or other burdens on the property, other than that furnished by the client or his representative. There is no representation that all applicable servitudes and restrictions are shown hereon. The surveyor has made no title search or public record search in compiling the data for this survey.
- The words "Certify," "Certifies" or "Certification" as used herein is understood to be an expression of professional opinion by the surveyor, based upon his best knowledge, information, and belief, as such, it does not constitute a guarantee nor a warranty, expressed or implied.

CERTIFICATION:
This is to certify to **FRED & CINDY WILLIAMS** that this survey was done by me or under my direct supervision and control, that the survey was done on the ground and was done in accordance with the most recent Minimum Standards of Practice for Land Surveyors as set forth in the State of Mississippi, Board of Licensure for Professional Engineers and Surveyors and that the accuracy specification and positional tolerance of the survey are with Class "C" surveys indicated in the above plat. I also certify there are no visible encroachments across any property lines except as shown hereon.

Wayne M. Vice, Jr., P.S.
Reg. No. 527111

This survey plat is not valid without the raised or colored hand and signature of the Registered Land Surveyor.

MINUTES OF JUNE 27, 2024
REGULAR MEETING

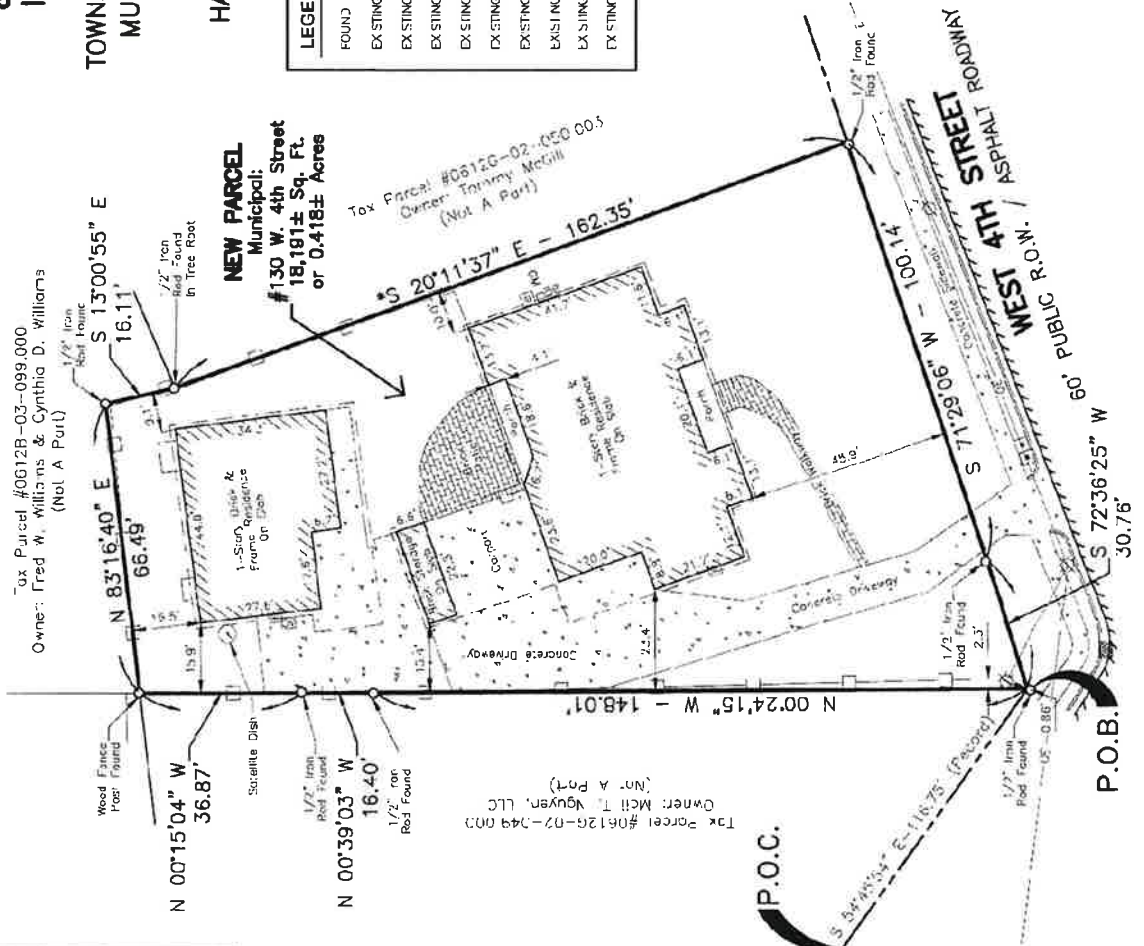
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

RESUBDIVISION

OF
PARCELS #0612G-02-050.000
& #0612B-03-099.001
INTO ONE NEW PARCEL
LOCATED IN SECTION 13,
TOWNSHIP 8 SOUTH, RANGE 12 WEST,
MUNICIPAL: #130 W. 4TH STREET
CITY OF LONG BEACH,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI

LEGEND	
○	FOUND PROPERTY MARKER (AS NOTED)
⊗	EXISTING POWER POLE
⊙	EXISTING POWER POLE WITH LIGHT
⊞	EXISTING ELECTRIC PEDESTAL
⊠	EXISTING AIR CONDITIONER
⊚	EXISTING OVERHEAD POWER LINE
⊛	EXISTING GAS METER
⊜	EXISTING MUD FENCE LINE
⊝	EXISTING MAILBOX
⊞	EXISTING ASPHALT INLET CATCH BASIN

SCALE: 1" = 30'
SCALE IN FEET



SHEET 2 OF 4

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

FIELD WORK COMPLETED ON: April 2, 2024

REFERENCE BEARINGS:
The bearings shown herein are based on the "Mississippi State Plane Coordinate System - East Zone - NAD 83" using GPS GCGC-RTN System accessed on August 1, 2023. (*) Represents the Basis of Bearings. Distances shown are U.S. Survey feet.

FEMA FLOOD ZONE AND HAZARDS:
This lot is located in Flood Zone "X500" Area of/over FEMA Map Community Panel Number 28047003576 for Harrison County, Mississippi dated December 21, 2017. Base Flood Elevation is subject to change and should be verified with the local authority's Flood Plain Administrator before any design or construction.

REFERENCE MAPS:
A) Survey of subject property prepared by J. Michael Cassidy on March 6, 2017.
B) Survey of adjacent parcel to north prepared by Wayne M. Vice, Jr. on May 11, 2023.

NOTES:

- No attempt has been made by Cassidy-Acadia Land Surveying, LLC. to verify title, actual legal ownership, deed restrictions, servitudes, easements, alleys, right-of-ways or other burdens on the property, other than that furnished by the client or his representative. There is no representation that all applicable servitudes and restrictions are shown hereon. The surveyor has made no title search or public record search in compiling the data for this survey.
- The words "Certify," "Certifies" or "Certification" as used herein is understood to be an expression of professional opinion by the surveyor, based upon his best knowledge, information, and belief, as such, it does not constitute a guarantee nor a warranty, expressed or implied.

CERTIFICATION:
This is to certify to FRED & CINDY WILLIAMS that this survey was done by me or under my direct supervision and control, that the survey was done on the ground and was done in accordance with the best of my professional Standards of Practice for Land Surveyors as set forth by the State of Mississippi, Board of Licensure for Professional Engineers, Surveyors and Land Surveyors. I also certify that the accuracy specification and positional tolerances are in accordance with Class "C" surveys indicated in the above statement. I also certify there are no visible encroachments across city property lines as shown.

Wayne M. Vice, Jr., P.S.
No. 32711

This survey plat is not valid without the raised or colored seal and signature of the Registered Land Surveyor.

MINUTES OF JUNE 27, 2024
REGULAR MEETING

LONG BEACH PLANNING and DEVELOPMENT COMMISSION

LEGAL DESCRIPTIONS OF THE NEW PARCEL READS AS FOLLOWS:

A parcel of land situated and being located in a part of Lot 17 and Lot 55, Block 109, Henderson-Shipman-Hughes Survey in Section 13, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

COMMENCING at the intersection of the easterly margin of Church Street with the northerly margin of West 4th Street; thence run South 54 degrees 45 minutes 54 seconds East along the northerly margin of West 4th Street a distance of 118.75 feet to a 1/2-inch iron rod for the POINT OF BEGINNING of the parcel herein described;

thence run from said POINT OF BEGINNING, North 00 degrees 24 minutes 15 seconds West 148.01 feet to a 1/2-inch iron rod; thence run North 00 degrees 39 minutes 03 seconds West a distance of 16.40 feet to a 1/2-inch iron rod; thence run North 00 degrees 15 minutes 04 seconds West a distance of 36.87 feet to a wood fence post; thence run North 83 degrees 16 minutes 40 seconds East a distance of 66.49 feet to a 1/2-inch iron rod; thence run South 13 degrees 00 minutes 55 seconds East a distance of 16.11 feet to a 1/2-inch iron rod; thence run South 20 degrees 11 minutes 37 seconds East a distance of 162.35 feet to a 1/2-inch iron rod on the northerly margin of West 4th Street; thence run South 71 degrees 29 minutes 05 seconds West along the northerly margin of West 4th Street a distance of 100.14 feet to a 1/2-inch iron rod; thence run South 72 degrees 36 minutes 25 seconds West along the southerly margin of West 4th Street a distance of 30.76 feet to the POINT OF BEGINNING.

Said parcel contains 0.418 acre, more or less

CERTIFICATE OF RESUBDIVISION

In accordance with Article II, Section 3 of the Code of Ordinance (Subdivision Regulations) of the City of Long Beach as amended, it is hereby certified that the Long Beach Planning Commission Chairman and Long Beach Mayor and Board of Aldermen have reviewed and approved the attached Final Plat. The following property has been subdivided from Harrison County ad valorem tax parcel numbers 0612B-03-099.001 and 0612G-02-050.000 into one new parcel. The subject properties are generally described as being located north of West 4th Street and east of Church Avenue.

LEGAL DESCRIPTION OF LAND PRIOR TO THIS RESUBDIVISION:

PARCEL NO. 0612G-02-050.000
Deed Book 1396, Page 336

A parcel of land situated and being located in Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

Commencing at the intersection of the east margin of Church Street with the northerly margin of Fourth Street; thence run South 54 degrees 45 minutes 54 seconds East 116.75 feet along the northerly margin of Fourth Street to the Point of Beginning of the parcel herein described; thence run from said Point of Beginning, North 73 degrees 02 minutes 19 seconds East 30.76 feet along the northerly margin of Fourth Street; thence run North 71 degrees 55 minutes 00 seconds East 100.14 feet along the northerly margin of Fourth Street; thence run North 19 degrees 45 minutes 43 seconds West 162.35 feet; thence run South 67 degrees 38 minutes 48 seconds West 75.29 feet; thence run South 00 degrees 02 minutes 37 seconds West 16.22 feet; thence run South 00 degrees 01 minutes 39 seconds West 148.01 feet to the northerly margin of Fourth Street and the Point of Beginning.

PARCEL NO. 0612B-03-099.001
Instrument No. 2015-1502-D-1

BEGINNING AT INTERSECTION OF EAST MARGIN OF CHURCH AVENUE & SOUTHERLY MARGIN OF 4TH STREET; NORTH ALONG CHURCH AVENUE 137.3 FEET; NORTH 83 DEGREES EAST 95.8 FEET TO POINT OF BEGINNING; NORTH 83 DEGREES EAST 66.5 FEET; SOUTH 12 DEGREES EAST 16.1 FEET; SOUTH 67 DEGREES WEST 75.3 FEET; NORTH 35.9 FEET TO POINT OF BEGINNING BEING PART OF LONG BEACH CITY LOT 12, BLK 109, OF HENDERSON-SHIPMAN-HUGHES SURVEY BEING BOUNDED ON NORTH BY WEST THIRD STREET, EAST BY FENNELLS, SOUTH BY MCCAUGHAN, WEST BY LEVENS, BEING PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 13-8-12

RESUBDIVISION
OF
PARCELS #0612G-02-050.000
& #0612B-03-099.001
INTO ONE NEW PARCEL
LOCATED IN SECTION 13,
TOWNSHIP 8 SOUTH, RANGE 12 WEST,
MUNICIPAL: #130 W. 4TH STREET
CITY OF LONG BEACH,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI

CASSADY-ACADIA
LAND SURVEYING, LLC Since 1947
Louisiana • Mississippi • Texas
1714 22nd Avenue, Gulfport, Mississippi 39501
Phone • (228)896-7185 Fax • (228)896-8405
Email • Surveys@Cassady-Acadia.com

SHEET 3 OF 4

FIELD WORK COMPLETED ON: April 2, 2024

MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CERTIFICATE OF OWNERSHIP:

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

Fred Williams
Fred Williams, Owner
Date: May 20, 2024

Subscribed and sworn to before me, in my presence this 20 day of May, 2024, a Notary Public in and for the County of Harrison, State of Mississippi.



Freda M. Blaine
NOTARY PUBLIC
My Commission Expires: April 13, 2028

CERTIFICATE OF OWNERSHIP:

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

Cindy Williams
Cindy Williams, Owner
Date: 5/20/2024

Subscribed and sworn to before me, in my presence this 20 day of May, 2024, a Notary Public in and for the County of Harrison, State of Mississippi.



Freda M. Blaine
NOTARY PUBLIC
My Commission Expires: April 13, 2028

RESUBDIVISION
OF
PARCELS #0612G-02-050.000
& #0612B-03-099.001
INTO ONE NEW PARCEL
LOCATED IN SECTION 13,
TOWNSHIP 8 SOUTH, RANGE 12 WEST,
MUNICIPAL: #130 W. 4TH STREET
CITY OF LONG BEACH,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI

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 prepared in accordance with all applicable codes and ordinances. Witness my original signature, registration number and seal this the 17th day of APRIL, 2024.

Wayne M. Vics, Jr.
Wayne M. Vics, Jr., F.S.
Registration No. 32711
Subscribed and sworn to before me, in my presence this 17th day of APRIL, 2024, a Notary Public in and for the County of Harrison, State of Mississippi.



Stacia R. Carr
NOTARY PUBLIC
My Commission Expires: 3/13/2029



CERTIFICATE OF APPROVAL:

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

Administrator _____ Date: _____

PLANNING COMMISSION:

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

Planning Commission Chairman _____

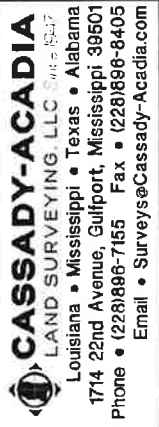
APPROVAL:

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

ATTEST: _____ ADOPT: _____

City Clerk _____ Mayor _____

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



**MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



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

May 23, 2024

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

RE: Certificate of Subdivision – Tax Parcel No. 0612G-02-050.000 & 0612B-03-099.001

Ladies and Gentlemen:

We have received a Certificate of Subdivision for the referenced property, which can be described as a parcel of land situated and being located as a part of Lot 12 and Lot 55, Block 109, of the Henderson-Shipman-Hughes Survey in Section 13, Township 8 South, Range 12 West, 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 0.418 acres in size, with approx. 100 feet of street frontage on West 4th Street.

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

- Proposed parcel:
 - The existing parcels currently have two dwellings with less than 7 feet of separation. The two dwellings are not considered accessory buildings; however, the ordinance requires a minimum of 10' separation between accessory buildings and any other structure. However, this non-conforming condition currently exists today.

As always, we have done our best to describe any deficiencies depicted on the proposed subdivision. We are unaware if the developer has applied for a variance, so the noted concerns may be acceptable to the City under that variance process, if required.

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

Sincerely,

Tyler Yarbrough

TY:539

MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

After considerable discussion, and upon recommendation made by a City Engineer, Vice Chairman Barlow made motion, seconded by Commissioner DiLorenzo and unanimously carried recommending to approve application as submitted.

It came for discussion under new business a Certificate of Resubdivision for the property located at 6 Rue Orleans, Tax Parcels 0511M-01-004.014 and 0511M-01-004.015, submitted by Elizabeth E. Hanson, as follows:

MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION



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

Office use only
Date Received 6/4/24
Zoning R-1
Agenda Date 6/27/24
Check Number 4426

APPLICATION FOR CERTIFICATE OF RESUBDIVISION

- I. TYPE OF CASE: CERTIFICATE OF RESUBDIVISION
- II. ADVALOREM TAX PARCEL NUMBER(S): 0511M-01-004.014 and 0511M-01-004.015.
- III. GENERAL LOCATION OF PROPERTY INVOLVED: Belle Terre Estates - Long Beach, MS Harrison County
- IV. ADDRESS OF PROPERTY INVOLVED: (Lot 36 + 37) 5 + 6 Rue Orleans, Long Beach
- V. GENERAL DESCRIPTION OF REQUEST: Resubdivision of Lots 36 + 37 (6 Rue Orleans)
Into 6 Rue Orleans, Long Beach, MS 39560

- VI. REQUIRED ATTACHMENTS:
 - A. Resubdivision Survey and Certificate (see attached example) on no less than 11" X 17" paper.
 - B. Cash or check payable to the City of Long Beach in the amount of \$375.00
 - C. Proof of ownership (copy of recorded warranty deed) if applicable proof of authority to act as agent for owner.

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

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

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

Elizabeth E. Hanson
Name of Rightful Owner (PRINT)

P.O. Box 332 PO
Owner's Mailing Address

Pass Christian, MS 39571
City State Zip

(228) 609-0032
Phone

Elizabeth E. Hanson 6/4/2024
Signature of Rightful Owner Date

Name of Agent (PRINT)

Agent's Mailing Address

City State Zip

Phone

Signature of Applicant Date

**MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Prepared by and after recording return to:
J. WILLIAM WILLIAMS, MBN 99709
WILLIAMS LAW FIRM, PA
2304 19th Street, Suite 301
Gulfport, Mississippi 39501
Telephone No.: (228) 206-7900
Facsimile No.: (228) 206-7911

File No.: 01139

Grantor's Name, Address and Telephone Number:
ROBIN JOYCE THAMES SPROLES
18 52nd Street
Gulfport, Mississippi 39507
Telephone No.: (228) 617-4068

Grantee's Name, Address and Telephone Number:
ELIZABETH E. HANSON
6 Rue Orleans
Long Beach, Mississippi 39560
Telephone No.: (228) 609-0032

Indexing Instructions:
Lot 37, Belle Terre S/D, First Judicial District of Harrison
County, Mississippi

STATE OF MISSISSIPPI
COUNTY OF HARRISON

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, **ROBIN JOYCE THAMES SPROLES** ("Grantor"), does hereby sell, grant, convey, and warrant unto **ELIZABETH E. HANSON** ("Grantee"), the real property, together with all improvements thereon, situated in the First Judicial District of Harrison County, Mississippi, and more particularly described on Exhibit "A," which is hereby incorporated by reference.

1

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

The property described on Exhibit "A" does not constitute the homestead of the Grantor herein.

WITNESS, the Grantor has caused this instrument to be executed, this the 4th day of April, 2024.

GRANTOR:


ROBIN JOYCE THAMES SPROLES

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this the 4th day of April, 2024, within my jurisdiction, the within named ROBIN JOYCE THAMES SPROLES, who acknowledges that she executed the above and foregoing instrument.

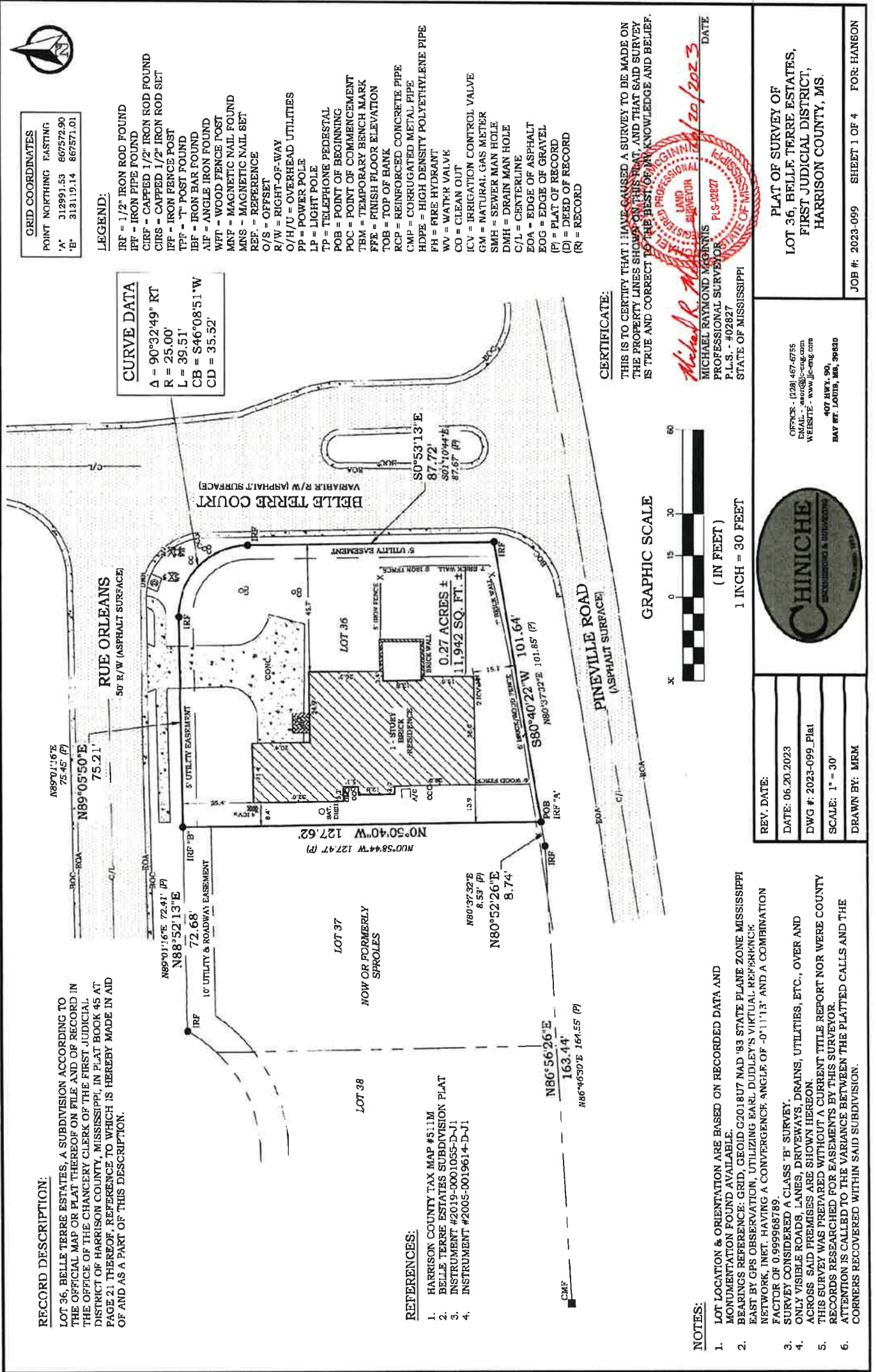
SWORN TO AND SUBSCRIBED before me this, the 4th day of April, 2024.


NOTARY PUBLIC

My Commission Expires: March 14, 2026
(SFAL)



**MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**



GRID COORDINATES

POINT	NORTHING	EASTING
'A'	312991.53	867572.90
'B'	313119.14	867571.01

- LEGEND:**
- IRF = 1/2" IRON ROD FOUND
 - IRP = IRON PIPE FOUND
 - CIRP = CAPPED 1/2" IRON ROD FOUND
 - CIRS = CAPPED 1/2" IRON ROD SET
 - IRF = IRON FENCE POST
 - TPF = T" POST FOUND
 - IBF = IRON BAR FOUND
 - AIP = ANGLE IRON FOUND
 - WFP = WOOD FENCE POST
 - MNF = MAGNETIC NAIL FOUND
 - MNS = MAGNETIC NAIL SET
 - REF. = REFERENCE
 - O/S = OFFSET
 - R/W = RIGHT-OF-WAY
 - O/H/U = OVERHEAD UTILITIES
 - PP = POWER POLE
 - LP = LIGHT POLE
 - TP = TELEPHONE PEDESTAL
 - POB = POINT OF BEGINNING
 - POC = POINT OF COMMENCEMENT
 - TBM = TEMPORARY BENCH MARK
 - TFE = FINISH FLOOR ELEVATION
 - TOB = TOP OF BANK
 - RCP = REINFORCED CONCRETE PIPE
 - CMP = CORRUGATED METAL PIPE
 - HDPE = HIGH DENSITY POLYETHYLENE PIPE
 - FH = FIRE HYDRANT
 - WW = WATER VALVE
 - CO = CLEAN OUT
 - ICV = IRRIGATION CONTROL VALVE
 - GM = NATURAL GAS METER
 - SMH = SEWER MAN HOLE
 - DMH = DRAIN MAN HOLE
 - C/L = CENTERLINE
 - EOA = EDGE OF ASPHALT
 - EOG = EDGE OF GRAVEL
 - (P) = PLAT OF RECORD
 - (D) = DEED OF RECORD
 - (R) = RECORD

CURVE DATA

Δ	= 90°32'49" RT
R	= 25.00'
L	= 39.51'
CB	= S46°08'51"W
CD	= 35.52'

CERTIFICATE:

THIS IS TO CERTIFY THAT I HAVE CAUSED A SURVEY TO BE MADE ON THE PROPERTY LINES SHOWN ON THIS PLAT, AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Michael R. McGinnis
 LAND SURVEYOR
 PROFESSIONAL SURVEYOR P.L.S. - 402827
 STATE OF MISSISSIPPI
 DATE: 6/20/2023



OFFICE - (228) 467-6755
 EMAIL - mc@chiniche.com
 WEBSITE - www.jc-eng.com
 407 BIVY, 90,
 BAY ST. LOUIS, MS, 39020

RECORD DESCRIPTION:

LOT 36, BELLE TERRE ESTATES, A SUBDIVISION ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, IN PLAT BOOK 45 AT PAGE 21 THEREOF, REFERENCE TO WHICH IS HEREBY MADE IN AID OF AND AS A PART OF THIS DESCRIPTION.

REFERENCES:

- HARRISON COUNTY TAX MAP #511M
- BELLE TERRE ESTATES SUBDIVISION PLAT
- INSTRUMENT #2019-0001055-D-J1
- INSTRUMENT #2005-0019614-D-J1

NOTES:

- LOT LOCATION & ORIENTATION ARE BASED ON RECORDED DATA AND MONUMENTATION FOUND AVAILABLE.
- BEARINGS REFERENCE: GRID, GEOID G2018U7 NAD '83 STATE PLANE ZONE MISSISSIPPI EAST BY GPS OBSERVATION, UTILIZING EARL DUDLEY'S VIRTUAL REFERENCE NETWORK, INET. HAVING A CONVERGENCE ANGLE OF -0°11'13" AND A COMBINATION FACTOR OF 0.999968789.
- SURVEY CONSIDERED A CLASS 'B' SURVEY.
- ONLY VISIBLE ROADS, LANES, DRIVEWAYS, DRAINS, UTILITIES, ETC., OVER AND ACROSS SAID PREMISES ARE SHOWN HEREON.
- THIS SURVEY WAS PREPARED WITHOUT A CURRENT TITLE REPORT NOR WERE COUNTY RECORDS RESEARCHED FOR EASEMENTS BY THIS SURVEYOR.
- ATTENTION IS CALLED TO THE VARIANCE BETWEEN THE PLATTED CALLS AND THE CORNERS RECOVERED WITHIN SAID SUBDIVISION.

REV. DATE:	
DATE:	06.20.2023
DWG #:	2023-099_Plat
SCALE:	1" = 30'
DRAWN BY:	MRM

PLAT OF SURVEY OF
 LOT 36, BELLE TERRE ESTATES,
 FIRST JUDICIAL DISTRICT,
 HARRISON COUNTY, MS.

MINUTES OF JUNE 27, 2024 REGULAR MEETING LONG BEACH PLANNING and DEVELOPMENT COMMISSION



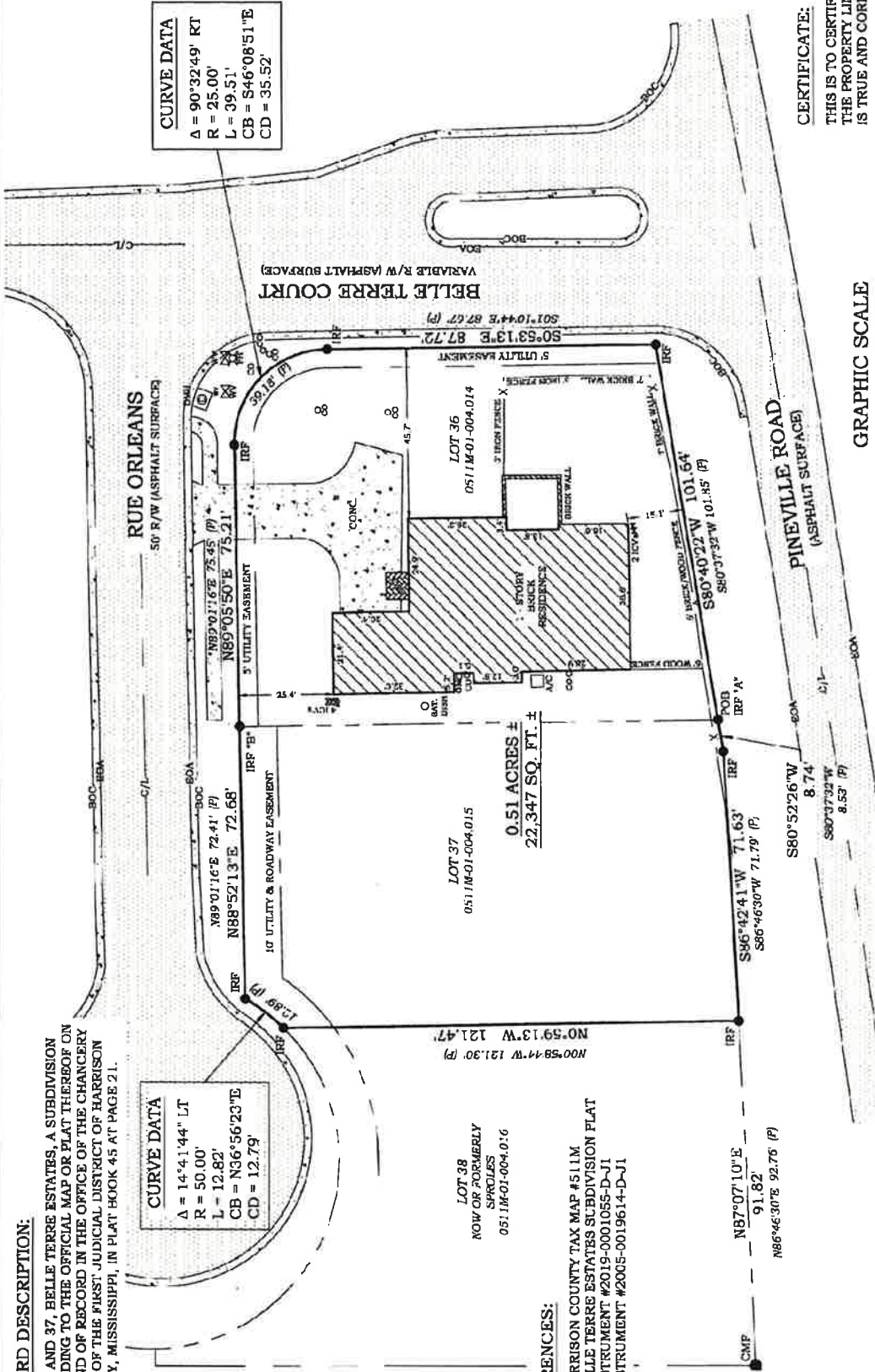
GRID COORDINATES

POINT	NORTHING	EASTING
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"B"	313119.14	867571.01

- LEGEND:**
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 - ICV = IRRIGATION CONTROL VALVE
 - GM = NATURAL GAS METER
 - SMH = SEWER MAN HOLE
 - DMH = DRAIN MAN HOLE
 - C/L = CENTERLINE
 - EOA = EDGE OF ASPHALT
 - EOG = EDGE OF GRAVEL
 - [P] = PLAT OF RECORD
 - (D) = DEED OF RECORD
 - (R) = RECORD

CURVE DATA

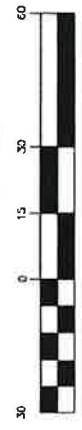
A	= 90°32'49" RT
R	= 25.00'
L	= 39.51'
CB	= S46°08'51" E
CD	= 35.52'



CERTIFICATE:

THIS IS TO CERTIFY THAT I HAVE CAUSED A SURVEY TO BE MADE ON THE PROPERTY LINES SHOWN ON THIS PLAT, AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Michael Raymond McMorris
 PROFESSIONAL SURVEYOR
 P.L.S. - #02827
 STATE OF MISSISSIPPI
 DATE: 6/23/2024



OFFICE: (201) 457-6755
 EMAIL: admin@chiniche.com
 WEBSITE: www.chiniche.com
 427 HWY. 93
 DAY ST. LOUIS, MS 39520

PLAT OF SURVEY OF
 LOTS 36 AND 37, BELLE TERRE ESTATES,
 FIRST JUDICIAL DISTRICT,
 HARRISON COUNTY, MS.

RECORD DESCRIPTION:

LOT 36 AND 37, BELLE TERRE ESTATES, A SUBDIVISION ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, IN PLAT BOOK 45 AT PAGE 21.

CURVE DATA

A	= 14°4'14.4" LT
R	= 50.00'
L	= 12.82'
CB	= N36°56'23" E
CD	= 12.79'

LOT 37
 0511M-01-004.015
 0.51 ACRES ±
 22,347 SQ. FT. ±

LOT 38
 NOW OR FORMERLY
 SPROULES
 0511M-01-004.016

REFERENCES:

- HARRISON COUNTY TAX MAP #511M
- BELLE TERRE ESTATES SUBDIVISION PLAT
- INSTRUMENT #2019-0001055-D-J1
- INSTRUMENT #2005-0019614-D-J1

NOTES:

- LOT LOCATION & ORIENTATION ARE BASED ON RECORDED DATA AND MONUMENTATION FOUND AVAILABLE.
- BEARINGS REFERENCE: GRID, GEOD G2018/7 NAD 83 STATE PLANE ZONE MISSISSIPPI EAST BY GPS OBSERVATION, UTILIZING EARL DUDLEY'S VIRTUAL REFERENCE NETWORK, INET, HAVING A CONVERGENCE ANGLE OF -0°11'13" AND A COMBINATION FACTOR OF 0.999968789.
- SURVEY CONSIDERED A CLASS "B" SURVEY.
- ONLY VISIBLE ROADS, LANES, DRIVEWAYS, DRAINS, UTILITIES, ETC., OVER AND ACROSS SAID PREMISES ARE SHOWN HEREON.
- THIS SURVEY WAS PREPARED WITHOUT A CURRENT TITLE REPORT NOR WERE COUNTY RECORDS RESEARCHED FOR EASEMENTS BY THIS SURVEYOR.
- ATTENTION IS CALLED TO THE VARIANCE BETWEEN THE PLATTED CALLS AND THE CORNERS RECOVERED WITHIN SAID SUBDIVISION.
- REVISION DATED 05/03/2024, ADDED LOT 37 TO THE PLAT.

REV. DATE: 05.23.2024
 DATE: 06.20.2023
 DWG #: 2023-099_Plat-Rev
 SCALE: 1" = 30'
 DRAWN BY: MRM

FOR: HANSON
 JOB #: 2023-099
 SHEET 2 OF 4

**MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

A SUBDIVISION OF TWO PARCELS INTO ONE PARCEL AND
LYING IN BELLE TERRE ESTATES, FIRST JUDICIAL DISTRICT,
HARRISON COUNTY, MISSISSIPPI. SAID PARCEL BEING
HARRISON COUNTY TAX PARCEL PARCEL NUMBERS:
0511M-01-004.014 AND 0511M-01-004.015.

LONG BEACH PLANNING COMMISSION
CERTIFICATE FOR RE-SUBDIVISION

IN ACCORDANCE WITH ARTICLE 11, SECTION 3 OF THE CODE OF ORDINANCE (SUBDIVISION REGULATIONS) OF THE CITY OF LONG BEACH AS AMENDED, IT IS HEREBY CERTIFIED THAT THE LONG BEACH PLANNING COMMISSION CHAIRMAN AND LONG BEACH MAYOR AND BOARD OF ALDERMEN HAVE REVIEWED AND APPROVED THE ATTACHED FINAL PLAT. THE FOLLOWING PROPERTY HAS BEEN COMBINED FROM HARRISON COUNTY AD VALOREM TAX PARCELS 0511M-01-004.014 AND 0511M-01-004.015 INTO ONE PARCEL. THE SUBJECT PROPERTY IS DESCRIBED AS BEING: LOTS THIRTY-SIX (36) AND THIRTY-SEVEN (37), BELLE TERRE ESTATES, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI.
THE CASE FILE NUMBER IS: _____

LEGAL DESCRIPTION

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

INSTRUMENT #2019-0001055-D-J1, TAX PARCEL #0511M-01-004.014:

LOT 36 DESCRIPTION:

LOT 36, BELLE TERRE ESTATES SUBDIVISION, A SUBDIVISION ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI IN PLAT BOOK 45 AT PAGE 21.

INSTRUMENT #2005-0019614-D-J1, TAX PARCEL #0511M-01-004.015:

LOT 37 DESCRIPTION:

LOT 37, BELLE TERRE ESTATES SUBDIVISION, A SUBDIVISION ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI IN PLAT BOOK 45 AT PAGE 21.

LEGAL DESCRIPTION OF THE PROPOSED PARCEL:

DESCRIPTION:

LOTS 36 AND 37, BELLE TERRE ESTATES SUBDIVISION, A SUBDIVISION ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI IN PLAT BOOK 45 AT PAGE 21.

REV. #2 DATE:	 <p>OFFICE - (228) 467-6755 EMAIL - admin@chiniche.com WEBSITE - www.chiniche.com</p> <p>407 HWY. 90 BAY ST. LOUIS, MS 39520</p>	<p align="center">PLAT OF SURVEY OF LOTS 36 AND 37, BELLE TERRE ESTATES, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MS.</p>	
REV. DATE: 05.23.2024			FOR: HANSON
DATE: 06.20.2023			SHEET 3 OF 4
SCALE: N/A			
CREW: G. GOETZ/D. LUCKY			
DRAWN BY: MRM		JOB #: 2023-099 DWG #: 2023-099_Plat-Rev	

MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION

CERTIFICATE OF OWNERSHIP

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED HEREON, WHICH PROPERTY IS WITHIN THE SUBDIVISION REGULATION JURISDICTION OF THE CITY OF LONG BEACH, AND THAT I FREELY ADOPT THIS PLAN OF SUBDIVISION.

Elizabeth E. Hanson
OWNER SIGNATURE

June 4, 2024
DATE

Elizabeth E. Hanson
OWNER PRINT

SUBSCRIBED AND SWORN TO BEFORE ME, IN MY PRESENCE THIS 4th DAY OF June 2024, A NOTARY PUBLIC IN AND FOR THE COUNTY OF HARRISON, STATE OF MISSISSIPPI.

Ashley Bryant
NOTARY PUBLIC



MY COMMISSION EXPIRES: 11/17/2026

CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THE MINOR SUBDIVISION SHOWN ON THIS PLAT DOES NOT INVOLVE THE CREATION OF NEW PUBLIC STREETS, OR ANY CHANGE IN EXISTING PUBLIC STREETS, THE EXTENSION OF PUBLIC WATER OR SEWER SYSTEM OR THE INSTALLATION OF DRAINAGE IMPROVEMENTS THROUGH ONE OR MORE LOTS TO SERVE ONE OR MORE LOTS. THAT THE SUBDIVISION SHOWN IS IN ALL RESPECTS IN COMPLIANCE WITH THE CITY ORDINANCES OF LONG BEACH AND THAT THEREFORE THIS PLAT HAS BEEN APPROVED BY THE ADMINISTRATOR SUBJECT TO ITS BEING RECORDED IN THE HARRISON COUNTY COURTHOUSE WITHIN 60 DAYS OF THE DATE BELOW.

ADMINISTRATOR DATE

SURVEYORS CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE CAUSED A SURVEY TO BE MADE ON THE PROPERTY LINES SHOWN ON THIS PLAT, AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WITNESS MY SIGNATURE ON THIS 4th DAY OF May, 2024.

Michael R. McGinnis
MICHAEL R. MCGINNIS, P.L.S. NO. 2827

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

ADOPT: _____ ATTEST: _____

MAYOR CITY CLERK

REV. #2 DATE:
REV. DATE: 05.23.2024
DATE: 06.20.2023
SCALE: N/A
CHKW: G. GOETZ/D. LUCKY
DRAWN BY: MRM



OFFICE - (228) 467-6755
EMAIL - admin@chiniche.com
WEBSITE - www.chiniche.com
407 HWY. 90
BAY ST. LOUIS, MS 39520

PLAT OF SURVEY OF LOTS 36 AND 37, BELLE TERRE ESTATES, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MS.	
FOR: HANSON	SHEET 4 OF 4
JOB #: 2023-099	DWG #: 2023-099_Plat-Rev

**MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

Tina Dahl

From: Joe Culpepper <joe.culpepper@h2oinnovation.com>
Sent: Monday, June 10, 2024 1:32 PM
To: Tina Dahl; 'David Ball'; 'Tyler Yarbrough'; jan@cityoflongbeachms.com; sbowes@cityoflongbeachms.com
Cc: Robert Griffin
Subject: RE: Cert of Resub, 5 & 6 Rue Orleans

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

Joe Culpepper, P.E.
Area Manager



Trusted Utility Partners

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



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: Certificate of Subdivision – Tax Parcel No. 0511M-01-004.014 & 0511M-01-004.015

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 Lot 36 and Lot 37 of the Belle Terre Estates Subdivision, City of Long Beach, First Judicial District of Harrison County, Mississippi in Plat Book 45 at page 21. 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. 147.89 feet of street frontage on Rue Orleans.

The Certificate itself has all appropriate certifications and information. If approval is granted, acceptance of the subdivision should be subject to the payment of any required tapping fees or special connection fees as determined by the City's Public Works department.

Sincerely,

Tyler Yarbrough

TY:539

**MINUTES OF JUNE 27, 2024
REGULAR MEETING
LONG BEACH PLANNING and DEVELOPMENT COMMISSION**

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

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

APPROVED:

Chairman Frank Olaivar

DATE: _____

ATTEST: _____

Tina M. Dahl, Minutes Clerk