

STATE OF MISSISSIPPI BOOK 893 PAGE 175
COUNTY OF PEARL RIVER

STATE OF MISSISSIPPI
PEARL RIVER COUNTY
DEPARTMENT OF REVENUE
RECORDS & INSTRUMENTS

2005 DEC 29 AM 9:56



CONSERVATION EASEMENT PROGRAM

MISSISSIPPI DEPARTMENT OF REVENUE
RECORDS & INSTRUMENTS
CHANGERY CLERK

This Deed of Conservation Easement was recorded this the 22 day of DEC. 2005, by **STUART COMPANY**, whose address is 115 William Avenue, Suite B, Picayune, Mississippi, 39466, ("Grantor"), and in favor of the **LAND TRUST FOR THE MISSISSIPPI COASTAL PLAIN**, a non-profit corporation qualified in the State of Mississippi, whose address is Post Office Box 245, Biloxi, MS 39533 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is sole owner in fee simple of certain real property located in Pearl River County, Mississippi, more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and,

WHEREAS, Grantor is developing a resident subdivision called Wildwood Subdivision on the property, and

WHEREAS, the intent of the Grantor is to convey the Protected Property to the Wildwood Property Owners Association (hereinafter referred to as POA) at some future date for its use and benefit, subject to the limitations, restrictions and responsibilities contained herein, and

WHEREAS, the property possesses natural, forested, and ecological values

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BOOK 893 PAGE 176

(the "conservation values") of great importance to the Grantor and future owners of homes to be built on a portion of the property; and,

WHEREAS, in particular, a portion of the Property approximately 80.26 acres in size should remain in a natural state to the extent possible to maintain the forest in a condition to support wildlife and to maintain the natural features of the property, and,

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the conservation values of the this 80.26 acres portion of the Property in perpetuity; and,

WHEREAS, Grantee is a publicly supported, tax-exempt nonprofit organization and a qualified organization under Sections 501(c)(3) and 170(h), respectively, of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Internal Revenue Code"), whose primary purpose is to protect and promote open spaces and green places with ecological, cultural and scenic significance; and,

WHEREAS, Grantee intends by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the conservation values of the Property for the benefit of this generation and the generations to come.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the

BOOK 893 PAGE 177

law of Mississippi, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property described herein as Exhibit "A" of the nature and character and to the extent hereinafter set forth.

1. **PURPOSE:** It is the purpose of this Easement to assure that the Property will be retained forever in its present wooded and limited residential condition and to prevent any use of the Property that will impair or interfere with the conservation values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities, including, without limitation, those involving recreation by the Grantor and members of the Property Owners' Association to be formed once the subdivision is developed on the adjoin property and guests of association members that are not inconsistent with the purpose of this Easement. The parties agree that the conservation values are defined as follows:

- (a) Protection of the aesthetic, educational and/or ecological values of the Property;
- (b) Preservation of open space for scenic enjoyment of the members of the Property Owners' Association, their guests and invitees;
- © Protection of a relatively natural habitat of fish, wildlife, plants or similar ecosystems; and
- (d) Preservation of green space, forest and wetlands.

2. **RIGHTS OF GRANTEE:** To accomplish the purpose of this Easement

BOOK 893 PAGE 178

the following rights are conveyed to Grantee by this Easement:

- (a) To preserve and protect the conservation values of the Property;
- (b) To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement in accordance with section 6; provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not in any case unreasonably interfere with Grantor use and quiet enjoyment of the Property; and

© To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by an inconsistent activity or use, pursuant to the remedies set forth in section 6.

3. PERMITTED USES: The Grantor reserves unto itself and its personal representatives, successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and that are not inconsistent with the purposes of this Easement. Without limiting the generality of the foregoing, the following rights are hereby expressly reserved:

- (a) Outdoor recreational and/or educational activities including bird watching, hiking and horseback riding;

BOOK 893 PAGE 179

- (b) Soil and water conservation, horticultural and safety practices;
- © Removal of dead or damaged trees which present a hazard;
- (d) Maintenance of existing fields, gardens, trails and roads; and
- (e) Expansion or enlargement of any existing utility easement and installation of necessary utilities to properties owned by the Grantor which are adjacent to the Property.

(f) The right to select cut timber or clear vegetation for aesthetic purposes, habitat protection, fire protection and unpaved trail and road maintenance or otherwise to preserve the present condition of the Protected Property. Forest management shall be compatible with the purpose of the Easement and in compliance with forestry best management practices and may be amended from time to time. Prior to undertaking any management measures, plans shall be submitted to the Grantee for approval and approval will not be unreasonably withheld.

In the event that the Grantor desires to undertake activities not specifically permitted by the foregoing subparagraphs and not specifically prohibited by the provisions of paragraph 4. below, the Grantor shall notify the Grantee in writing not less than sixty (60) days prior to the date the Grantor intends to undertake such activity. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes

of this Easement

BOOK 893 PAGE 180

4. PROHIBITED USES: Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Forestry except to the extent necessary to preserve the property in a state consistent with conservation purposes;

(b) Commercial activity of any kind;

© Subdivision: the Protected Property may not be subdivided for the purpose of residential or other development. However, neither the Grantor nor the Grantee intend to restrict the conveyance of parcels smaller than the whole for purposes that do not negatively affect the Conservation Values of this Easement, such as, but not limited to, adjustment of boundaries or consolidation of parcels so long as such conveyances are: (i) accomplished by deed and recorded in the Office of the Chancery Clerk of Pearl River County, Mississippi pursuant to State conveyance regulations; (ii) are agreed to in writing by the Grantee, which agreement shall not be unreasonably withheld; (iii) are subject to the terms and conditions of this Easement and specifically thereby restricted from any development other than as provided in this Easement; and (iv) no net loss of original acreage of Protected Property as established in this Easement occurs.

(d) Development;

BOOK 893 PAGE 181

(e) Motor or personal powered vehicles, except on the roads, or for acceptable conservation management practices;

(f) Agriculture;

(g) Mining or other extraction of minerals, although it is recognized that the Grantor may not own all of the oil, gas and mineral rights underlying the property, and may prohibit surface disturbance for mineral extraction purposes only to the extent permitted by law.

5. NOTICE OF APPROVAL:

5.1 Notice of Intention to undertake Certain Permitted Actions. Grantor shall notify Grantee prior to undertaking any action on the Property (including installation of utilities or vegetation management) to afford Grantee an adequate opportunity to monitor the activities in question to ensure that they are designed and carried out in a manner that is not inconsistent with the purpose of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than thirty (30) days prior to the date Grantor intend to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement.

5.2 Grantee's Approval: Where Grantee's approval is required, as set forth in paragraph 5.1 above, Grantee shall grant or withhold its approval in writing

BOOK 893 PAGE 182

within thirty (30) days of receipt of Grantor's written request therefore. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement. Failure by the Grantee to respond within the allotted time shall constitute approval.

5.3 Mediation. If a dispute arises between the parties concerning the consistency of any proposed use or activity with the purpose of this Easement, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may refer the dispute to mediation by request made in writing to the other. Within ten (10) days of the receipt of such a request, the parties shall select a single trained and impartial mediator. If the parties are unable to agree on the selection of a single mediator, then the parties shall within fifteen (15) days of receipt of the initial request, jointly apply to the Chancery Court for Pearl River County, Mississippi for the appointment of a trained and impartial mediator. Mediation shall then proceed in accordance with the following guidelines:

(a) Purpose. The purpose of the mediation is to (i) promote discussion between the parties; (ii) assist the parties to develop and exchange pertinent information concerning the issues in dispute; and (iii) assist the parties to develop proposals which will enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or de facto modification or amendment of the terms, conditions, or restrictions of this Easement.

BOOK 893 PAGE 183

(b) Participation. The mediator may meet with the parties and their counsel jointly or ex parte. The parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of the parties with settlement authority will attend mediation sessions as requested by the mediator.

© Confidentiality. All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the parties or their respective counsel. The mediator shall not be subject to subpoena by any party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceeding or construed as an admission of a party.

(d) Time Period. Neither party shall be obligated to continue the mediation process beyond a period of ninety (90) days from the date of receipt of the initial request, or, if the mediator concludes that there is no reasonable likelihood that containing mediation will result in a mutually agreeable resolution of the dispute.

(e) Costs. The costs of the mediator shall be borne equally by Grantor, its successors and/or assigns, and Grantee, the parties shall bear their own expenses, including attorneys' fees, individually.

6. GRANTEE'S REMEDIES

6.1 Notice of Violation; Corrective Action. If Grantee determines that a

BOOK 893 PAGE 184

violation of the terms of this Easement has occurred or is threatened, Grantee shall give written notice to Grantors of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee.

6.2 Injunctive Relief. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

6.3 Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damages to the conservation values of the Property, Grantee may pursue its remedies under this section 6 without prior notice to Grantor or without waiting for the period provided for cure to expire.

6.5 Scope of Relief. Grantee's rights under this section 6 apply equally in

BOOK 893 PAGE 185

the event of either actual or threatened violations of the terms of this Easement.

Grantor agree that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in paragraph 6.2, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section 6 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6.6 Costs of Enforcement. In any enforcement action brought to enforce the terms of this easement, the court may award the prevailing party its reasonable costs of suit, including costs and expenses of suit and reasonable attorneys' fees.

6.7 Forbearance. Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor, shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

6.8 Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

BOOK 893 PAGE 186

6.9 Acts Beyond Grantors Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantors control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

7. GRANTOR'S REMEDIES: Notwithstanding anything to the contrary contained herein, in the event the Grantee violates the terms and conditions required of it as contained in this Easement, then in that event, the Grantor or its successors and/or assigns shall have the right to take action and seek legal or equitable relief in the appropriate court in the State of Mississippi. Such action may include but not be limited to specific performance. If the Grantor or its successors and/or assigns takes such action, it is understood that the prevailing party shall be allowed to recover all damages allowable by a court in law or equity together with reasonable attorney fees, court costs and any other allowable costs incurred for the prosecution of this action.

8. ACCESS: No right of access by the general public to any portion of the Property is conveyed by this Easement.

9. COSTS, LIABILITIES, TAXES AND ENVIRONMENTAL COMPLIANCE

9.1 Costs, Legal Requirements, and Liabilities. The Protected Property

BOOK 893 PAGE 187

will be for the use and benefit of the POA members and as such, it will retain all responsibility and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the protection and preservation of the forest in accordance with best management practices and the maintenance of adequate liability insurance coverage when the Grantor conveys the Protected Property to the POA at which time said association shall assume sole responsibility for such permits and approval. Grantor remains solely responsible for obtaining any applicable governmental permits and approval for any activity or use permitted by this Easement, and all such activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements until the Property is conveyed to the POA after which time the POA shall be solely responsible for obtaining any such permits and approvals for any activity or use permitted in this Easement.

9.2 Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request until the Property is conveyed to the POA. Thereafter, the POA shall be solely responsible for the payment of said taxes.

8.3 Representations and Warranties. Grantor represents and warrants that,

BOOK 893 PAGE 188

after reasonable investigation and to the best of its knowledge:

- (a) No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Property.
- (b) There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

© Grantor and Grantee acknowledge that Grantor has previously furnished Grantee with a Phase 1 (one) Environmental Assessment which does not reflect any hazardous waste or environmental violations; and

(d) Grantor and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use;

(e) There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and,

(f) No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have

BOOK 893 PAGE 189

been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

9.4 Remediation. If, at any time before the Property is conveyed to the POA, there occurs, or has occurred, a release in, on or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible therefor. After the Property is conveyed to the POA, the POA assumes sole responsibility and liability for cleanup or other steps necessary to assure remediation.

9.5 Control. Nothing in this Basement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of the Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive

BOOK 893 PAGE 190

Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and within the purview of the Mississippi Department of Environmental Quality.

10. EXTINGUISHMENT AND CONDEMNATION

10.1 Extinguishment. If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be the stipulated fair market value of the Easement, or proportionate part thereof, as determined in accordance with paragraph 10.2.

10.2 Valuation. This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of paragraph 10.1, the parties stipulate to have a fair market value determined by multiplying (1) the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by (2) x/y, which is the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant.

10.3 Condemnation. If all or any part of the Property is taken by exercise

BOOK 893 PAGE 191

of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Grantee's share of the balance of the amount recovered shall be determined by multiplying that balance by the ratio set forth in paragraph 10.2.

10.4 Application of Proceeds. Grantee shall use any proceeds received under the circumstances described in this section 9 in a manner consistent with its conservation purposes, which are exemplified by this grant.

11. ASSIGNMENT. Grantee's rights and obligations under this Easement may not be assigned without the written concurrence of the Grantor.

12. SUBSEQUENT TRANSFERS: Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

BOOK 893 PAGE 192

13. ESTOPPEL CERTIFICATES: Upon request by Grantor, Grantee shall within thirty (30) days execute and deliver to Grantor, or to any party designated by Grantor, any document, including an estoppel certificate, which certifies, to the best of Grantee's knowledge, Grantor's compliance with any obligation of Grantor contained in this Easement or otherwise evidences the status of this Easement. Such certification shall be limited to the condition of the Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor expense, within thirty (30) days of receipt of Grantor's written request therefor.

14. NOTICES: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

Stuart Company
Attention: E.C. Stuart
P.O. Box 550
Picoyune, MS 39466

And

Land Trust for the Mississippi Coastal Plain
Post Office Box 245
Biloxi, Mississippi 39533,

or to such other address as either party from time to time shall designate by written notice to the other.

BOOK 893 PAGE 193

15. RECORDATION: Grantee shall record this instrument in timely fashion in the official records of Pearl River County, Mississippi, and may re-record it at any time as may be required to preserve its rights in this Easement.

16. GENERAL PROVISIONS

16.1 Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Mississippi.

16.2 Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. Further, it is understood that Grantee is the maker of this Easement.

16.3 Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

16.4 Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which

BOOK 893 PAGE 194

are merged herein. (No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph 16.

16.5 No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantors' title in any respect.

16.6 Joint Obligation. The obligations imposed by this Easement upon Grantors' successors and assigns shall be joint and several.

16.7 Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor(s)" and "Grantee", wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above named Grantor(s) and their personal representatives, heirs, successors, and assigns, and the above named Grantee and its successors and assigns.

16.8 Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

16.9 Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument, and shall have no effect upon construction or interpretation.

BOOK 893 PAGE 195

16.10 Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

17. AMENDMENT: If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free to jointly amend this Easement; provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of Grantee under any applicable laws, or Section 170(b) of the Internal Revenue Code, and any amendment shall be consistent with purpose of this Easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Pearl River County, Mississippi.

In witness whereof, Grantor and Grantee have set their hands on the day and year first above written.

STUART COMPANY

By: E. C. Stewart
Name: E.C. Stewart, Jr.
Title: PRESIDENT

Date: 12-22-05

Land Trust for the Mississippi Coastal Plain

BOOK 893 PAGE 196

By Judy Steckler
Name: Judy Steckler
Title: Director

Date: 12-22-05

STATE OF MISSISSIPPI
COUNTY OF Pearl River

PERSONALLY APPEARED before me, the undersigned authority in and for the aforesaid county and state, E. G. Stuart, Jr., the President of STUART COMPANY, a Mississippi Corporation, who acknowledged to me that he/she signed and delivered the above and foregoing instrument on the date thereof as the act and deed of said Corporation after being authorized so to do and act.

GIVEN under my hand and official seal of office, this the 22nd day of December 2005.

E. G. Stuart
NOTARY PUBLIC



My commission expires

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED before me, the undersigned authority in and for the aforesaid jurisdiction, JUDY STECKLER, the Director of the LAND TRUST FOR THE MISSISSIPPI COASTAL PLAIN, a Mississippi non-profit corporation, who acknowledged before me that she signed, sealed and delivered the above and foregoing instrument on the day and year therein mentioned as the act and deed of the said corporation, being first duly authorized so to do and act.

BOOK 893 PAGE 197

Given under my hand and seal of office on the 2nd day of December, 2005.

D. Williams
NOTARY PUBLIC

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 4 2007
RENEWED THRU STEGALL NOTARY SERVICE
My Commission Expires:

ADDRESS OF GRANTOR: 11040 River Port Dr. West
Jacksonville, FL 32223
(904)880-1499

ADDRESS OF GRANTEE: P.O. Box 245
Biloxi, MS 39533
(228)435-9191

DOCUMENT PREPARED BY Pringle & Roemer, PLLC
AND RETURN TO: Attorneys at Law
P. O. Box 211
Biloxi, MS 39533
228-374-1747

INDEXING INSTRUCTIONS:

- TRACT I: 51.97 acres, more or less, located in the NE corner of Section 5, Township 5 South, Range 16 West, Pearl River County, Mississippi.
- TRACT II: 4.38 acres, more or less, located in the NE corner of Section 6, Township 5 South, Range 16 West, Pearl River County, Mississippi.
- TRACT III: 1.32 acres, more or less, located in the NE corner of Section 6, Township 5 South, Range 16 West, Pearl River County, Mississippi.
- TRACT IV: 7.60 acres, more or less, located in the NE corner of Section 6, Township 5 South, Range 16 West, Pearl River County, Mississippi.
- TRACT V: 14.99 acres, more or less, located in part of the NW 1/4 of the NE 1/4, NE 1/4 of the NE 1/4, and the SE 1/4 of the NE 1/4 of Section 6, Township 5 South, Range 16 West, and the NW 1/4 of the NW 1/4 of Section 5, Township 5 South, Range 16 West, Pearl River County, Mississippi.

BOOK 893 PAGE 198

SCHEDULE OF EXHIBITS

Legal description of property subject to easement

Baseline documentation

Site descriptions/map

12/18/08 THU 12:21 PM 6010770863

PRINT DESK

005

BOOK 893 PAGE 199

EXHIBIT "A"

TRACT I

Legal Description For Methods Requiring A Casewritten Easement:

Begin at a Found Concrete Monument marking the Northeast corner of Section 5, Township 5 South, Range 16 West, Pearl River County, Mississippi; Thence South 89 Degrees 44 Minutes 11 Seconds West along the North line of said Section 5 a distance of 2396.10 feet to a point; Thence South 20 Degrees 57 Minutes 50 Seconds East a distance of 219.02 feet to a point; Thence South 08 Degrees 08 Minutes 09 Seconds West a distance of 289.65 feet to a point; Thence South 32 Degrees 29 Minutes 24 Seconds West a distance of 259.14 feet to a point; Thence South 79 Degrees 41 Minutes 14 Seconds East a distance of 752.84 feet to a point; Thence North 47 Degrees 30 Minutes 37 Seconds East a distance of 81.05 feet to a point; Thence North 73 Degrees 37 Minutes 18 Seconds East a distance of 167.57 feet to a point; Thence South 70 Degrees 37 Minutes 18 Seconds East a distance of 73.93 feet to a point; Thence North 72 Degrees 39 Minutes 28 Seconds East a distance of 163.51 feet to a point; Thence South 51 Degrees 39 Minutes 10 Seconds East a distance of 131.20 feet to a point; Thence South 29 Degrees 15 Minutes 10 Seconds East a distance of 127.88 feet to a point; Thence South 42 Degrees 29 Minutes 59 Seconds West a distance of 308.77 feet to a point; Thence South 78 Degrees 17 Minutes 40 Seconds East a distance of 214.90 feet to a point; Thence North 67 Degrees 04 Minutes 58 Seconds East a distance of 152.88 feet to a point; Thence East a distance of 311.76 feet to a point; Thence South 70 Degrees 02 Minutes 58 Seconds East a distance of 209.19 feet to a point on the East line of said Section 5; Thence North 00 Degrees 10 Minutes 32 Seconds East along the East property containing 8197 acres, more or less.

EXHIBIT "A"

Dec. 22 2005 03:31PM P3

PHONE NO. : 6019295526

FROM : ONEAL BRELAND ENGINEERING

DESCRIPTION WETLAND 1:

Commencing at Found Fence corner marking the NE corner of Section 6, Township 5 South, Range 16 West, Pearl River, County Mississippi; Thence South, a distance of 383.58 feet to a point; Thence West, a distance of 1484.50 feet to a point; Thence East, to a point for the POINT OF BEGINNING; Thence North 00 Degrees 47 Minutes 11 Seconds East, a distance of 390.52 feet to a point; Thence North 89 Degrees 12 Minutes 49 Seconds West, a distance of 550.17 feet to a point; Thence South 00 Degrees 02 Minutes 48 Seconds West, a distance of 288.82 feet to a point; Thence around a curve to the left through an arc distance of 23.09 feet, a chord bearing of South 33 Degrees 01 Minutes 46 Seconds East, a distance of 21.83 feet to a point; Thence around a curve to the right through an arc distance of 74.27 feet, a chord bearing of South 62 Degrees 18 Minutes 23 Seconds East, a distance of 74.21 feet to a point; Thence South 89 Degrees 21 Minutes 00 Seconds East, a distance of 232.40 feet to a point; Thence South 77 Degrees 06 Minutes 26 Seconds East, a distance of 241.08 feet to the POINT OF BEGINNING. The property contains 4.38 acres more or less and is located in said Section 6.

DESCRIPTION WETLAND 2:

Commencing at a Found Fence corner marking the NE corner of Section 6, Township 5 South, Range 16 West, Pearl River, County, Mississippi; Thence South, a distance of 240.60 feet to a point; Thence West, a distance of 2089.47 feet to a point for the POINT OF BEGINNING; Thence North 00 Degrees 02 Minutes 48 Seconds East, a distance of 255.88 feet to a point; Thence North 89 Degrees 12 Minutes 49 Seconds West, a distance of 308.81 feet to a point; Thence South 34 Degrees 41 Minutes 46 Seconds East, a distance of 322.29 feet to a point; Thence around a curve to the right through an arc distance of 101.66 feet, a chord bearing of South 81 Degrees 44 Minutes 43 Seconds East, a distance of 101.52 feet to a point; Thence around a curve to the left through an arc distance of 36.10 feet, a chord bearing of North 51 Degrees 45 Minutes 03 Seconds East, a distance of 31.39 feet to the POINT OF BEGINNING. The property contains 1.32 acres more or less and is located in said Section 6.

DESCRIPTION WETLAND 3:

Commencing at a Found Fence corner marking the NE corner of Section 6, Township 5 South, Range 16 West, Pearl River, County, Mississippi; Thence South, a distance of 1457.17 feet to a point; Thence West, a distance of 1787.99 feet to a point for the POINT OF BEGINNING; Thence North 76 Degrees 56 Minutes 20 Seconds West, a distance of 92.80 feet to a point; Thence North 88 Degrees 34 Minutes 34 Seconds West, a distance of 163.46 feet to a point; Thence South 80 Degrees 36 Minutes 27 Seconds West, a distance of 264.54 feet to a point; Thence North 82 Degrees 27 Minutes 57 Seconds West, a distance of 162.50 feet to a point; Thence South 62 Degrees 53 Minutes 10 Seconds West, a distance of 103.08 feet to a point; Thence South 88 Degrees 56 Minutes 40 Seconds West, a distance of 139.17 feet to a point; Thence North 21 Degrees 16 Minutes 32 Seconds West, a distance of 204.15 feet to a point; Thence South 70 Degrees 37 Minutes 22 Seconds West, a distance of 189.43 feet to a point; Thence South 83 Degrees 58 Minutes 12 Seconds West, a distance of 148.02 feet to a point; Thence North 09 Degrees 34 Minutes 28 Seconds East, a distance of 121.99 feet to a point; Thence North, a distance of 66.66 feet to a point; Thence North 74 Degrees 03 Minutes 56 Seconds West, a distance of 77.41 feet to a point; Thence North 16 Degrees 56 Minutes 06 Seconds West, a distance of 172.56 feet to a point; Thence North 26 Degrees 34 Minutes 27 Seconds East, a distance of 251.95 feet to a point; Thence North 32 Degrees 23 Minutes 03 Seconds West, a distance of 212.10 feet to a point; Thence West, a distance of 103.76 feet to a point; Thence South, a distance of 970.63 feet to a point; Thence East, a distance of 908.41 feet to a point; Thence North 78 Degrees 08 Minutes 59 Seconds East, a distance of 620.65 feet to the POINT OF BEGINNING. The property contains 7.60 acres more or less and is located in said Section 6.

BOOK 893 PAGE 201

12/21/2016 15:17 David Stewart

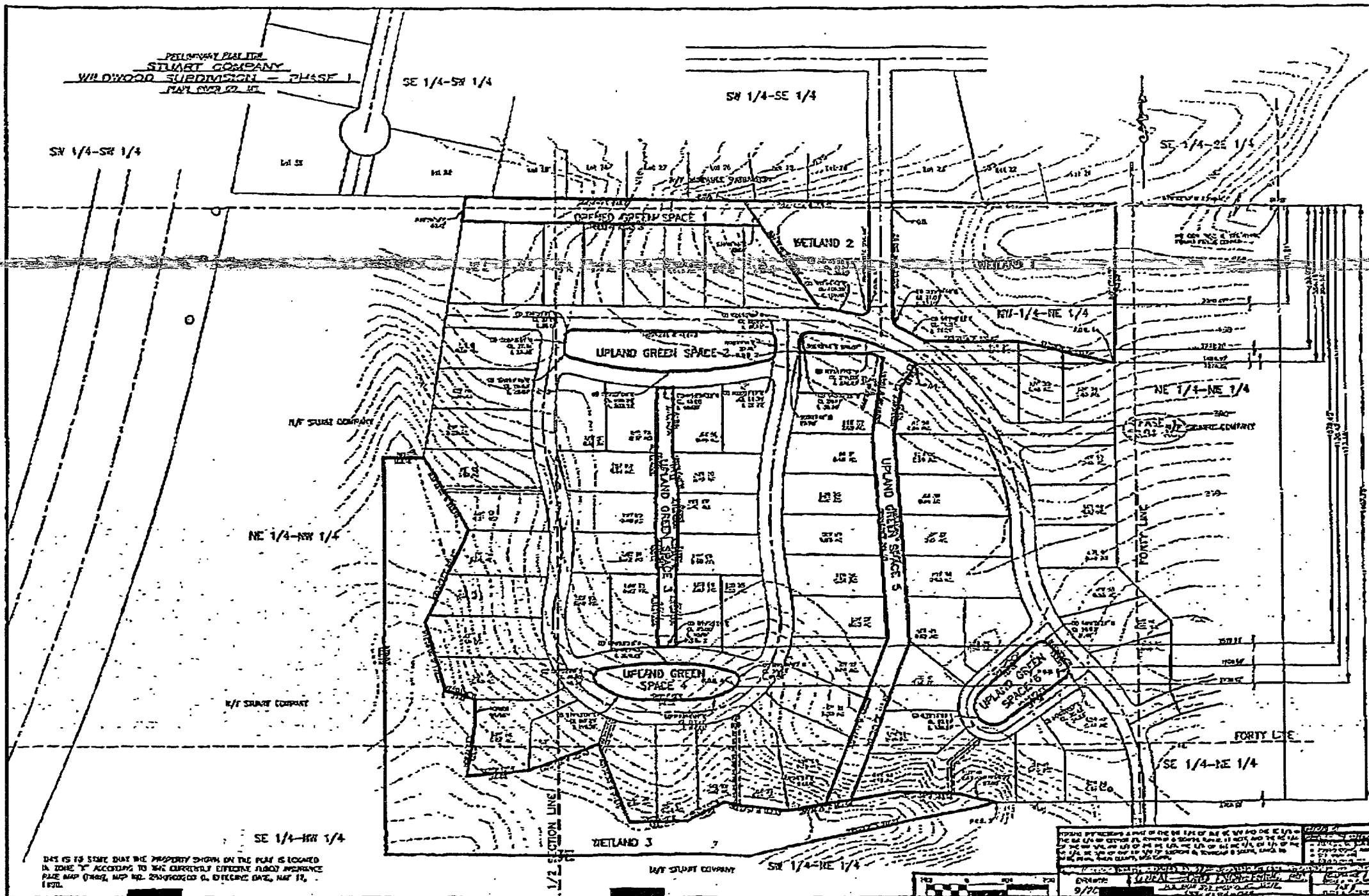
FAX:6014032319

P.027/030

Dec. 22 2025 03:30PM P2

PHONE NO. : 6019285525

FROM : ONEAL BRELAND ENGINEERING



DATE IS TO STATE THAT THE PROPERTY SHOWN ON THE PLAN IS LOCATED IN ZONE "Y" ACCORDING TO THE CURRENTLY EFFECTIVE ZONING ORDINANCE. THIS MAP WAS MADE AND NO. 200400020.0, BY REC'D DATE, MAY 11, 1971.

DATE PREPARED: 9/20
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]

BOOK 893 PAGE 202

12/21/2016 15:17 David Stewart

FAX:6014032319

P.028/030

BOOK 893 PAGE 203

DESCRIPTION WILDWOOD PHASE II WETLANDS:

Commence at the Northeast corner of Section 6, Township 5 South, Range 16 West, Pearl River County, Mississippi, Thence South, a distance of 345.68 feet to a point; Thence West, a distance of 73.41 feet to a point for the POINT OF BEGINNING; Thence along the Wetlands as follows: South 81 Degrees 12 Minutes 42 Seconds West, a distance of 360.17 feet; North 56 Degrees 24 Minutes 58 Seconds West, a distance of 489.66 feet; South 89 Degrees 01 Minutes 47 Seconds West, a distance of 228.87 feet; South 55 Degrees 01 Minutes 39 Seconds West, a distance of 189.68 feet; South 33 Degrees 24 Minutes 14 Seconds West, a distance of 210.31 feet; North 76 Degrees 50 Minutes 12 Seconds West, a distance of 151.14 feet; North 00 Degrees 47 Minutes 11 Seconds East, a distance of 390.52 feet; South 89 Degrees 52 Minutes 28 Seconds East, a distance of 730.42 feet; South 72 Degrees 02 Minutes 57 Seconds East, a distance of 787.03 feet; South 28 Degrees 22 Minutes 39 Seconds East, a distance of 862.73 feet; South 65 Degrees 30 Minutes 54 Seconds West, a distance of 1239.09 feet; North 82 Degrees 07 Minutes 24 Seconds West, a distance of 384.96 feet; North 67 Degrees 32 Minutes 42 Seconds East, a distance of 61.29 feet; North 83 Degrees 08 Minutes 43 Seconds East, a distance of 398.10 feet; North 70 Degrees 06 Minutes 34 Seconds East, a distance of 139.95 feet; North 38 Degrees 29 Minutes 20 Seconds East, a distance of 128.44 feet; North 02 Degrees 18 Minutes 44 Seconds East, a distance of 163.29 feet; North 47 Degrees 44 Minutes 49 Seconds East, a distance of 137.28 feet; South 80 Degrees 49 Minutes 18 Seconds East, a distance of 492.88 feet; North 55 Degrees 24 Minutes 30 Seconds East, a distance of 155.44 feet; North 27 Degrees 24 Minutes 33 Seconds West, a distance of 687.34 feet, to the POINT OF BEGINNING; The property contains 14.99 acres more or less and is located in part of the Northwest 1/4 of the Northeast 1/4, the Northeast 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 6, Township 5 South, Range 16 West, and the NW 1/4 of the NW 1/4 of Section 5, Township 5 South, Range 16 West, Pearl River County, Mississippi.

