



Michael Watson
SECRETARY OF STATE

Chiniche Engineering & Surveying
Attn: Jason Chiniche
407 Highway 90
Bay Saint Louis, MS 39520
E-mail: Jason@chiniche.com

September 22, 2026

Re: Proposed Rent Exempt Public Trust Tidelands Lease
City of Bay Saint Louis, Mississippi (Ulman Avenue ADA Boardwalk)
(Bay of Saint Louis, Hancock County, Mississippi)

Dear Mr. Chiniche:

Enclosed please find the proposed Public Trust Tidelands Lease to the City of Bay Saint Louis, Mississippi for the area of Public Trust Tidelands, submerged lands, and fastlands supporting the above referenced project. Many of the provisions of the lease are dictated by statute; other terms are particular to the City's use. The lease term is forty (40) years beginning September 1, 2026, with an option to renew for an additional twenty-five (25) years.

Please have the appropriate City of Bay Saint Louis representative execute the document and return it to our Biloxi office located at 1141 Bayview Avenue, Suite 1700, Biloxi, MS 39530. Our office will forward to Jackson for signatures and submit the document for recording.

Thank you for your courtesy and cooperation. Should you have any questions or need additional information, please contact me.

Sincerely,

Raymond D. Carter

RAYMOND D. CARTER
Assistant Secretary of State
for the Gulf Coast

/klf

Enclosure (1)

Cc: Honorable Mike Favre, Mayor, City of Bay Saint Louis, MS
Mfavre@baystlouis-ms.gov

T-05493

DO NOT WRITE ABOVE THIS SPACE	
Document Prepared by Office of the Secretary of State Raymond D. Carter Assistant Secretary of State for the Gulf Coast 1141 Bayview Avenue Suite 1700 Biloxi, MS 39530 (228) 432-0541 ☐ Not a Mississippi Attorney ☒ Mississippi Attorney Bar No. 8444	Return Original Document to Office of the Secretary of State 1141 Bayview Avenue Suite 1700 Biloxi, MS 39530 (228) 432-0541 <i>If left blank, original document will be returned to document preparer.</i>
<u>PUBLIC TRUST TIDELANDS LEASE</u> City of Bay Saint Louis (Ulman Avenue ADA Boardwalk) (Bay of Saint Louis, Hancock County, Mississippi)	
Lessor State of Mississippi c/o Secretary of State Public Lands Division Post Office Box 136 Jackson, Mississippi 39205-0136 (601) 359-1350	Lessee City of Bay Saint Louis By the City Council c/o Mayor 688 Highway 90 Bay Saint Louis, Mississippi 39520 (228) 466-8951
Indexing Instructions Section 29, Township 08 South, Range 13 West, Bay Saint Louis, Hancock County, Mississippi.	
This document contains <u>14</u> pages with the cover page(s) included as an integral part of the document. If there is not enough space for all required information on this page, continue to the next page.	

PUBLIC TRUST TIDELANDS LEASE
City of Bay Saint Louis
(Ulman Avenue ADA Boardwalk)
(Bay of Saint Louis, Hancock County, Mississippi)

THIS AGREEMENT is made and entered into this the 1st day of September 2026, by and between:

THE STATE OF MISSISSIPPI, by and through the
Secretary of State
Public Lands Division
401 Mississippi Street
Jackson, Mississippi 39201
Telephone: (601) 359-1350

with approval of the Governor

“LESSOR”

And

City of Bay Saint Louis, Mississippi
By the City Council
c/o Mayor, City of Bay Saint Louis
688 Highway 90
Bay Saint Louis, Mississippi 39520
Telephone: (228) 466-8951

“LESSEE”

WITNESSETH:

PURSUANT to the authority of Miss. Code Ann. §29-1-107 (as amended), and §29-15-13 (as amended) STATE hereby leases to City of Bay Saint Louis, and the City of Bay Saint Louis, through the Office of the Mayor does hereby lease the following described submerged lands, and tidelands, hereinafter referred to as LEASE PREMISES, to-wit:

A parcel of State-owned submerged lands, tidelands, and fastlands (filled sand beach) waterward of the toe of the seawall and located in Section 29, Township 08 South, Range 13 West, City of Bay Saint Louis, Hancock County, Mississippi, containing approximately 18,480 square feet (0.4242 acres), more or less; further described and depicted in Exhibit “1” (Survey) and Exhibit “2” (Site Plans), provided by LESSEE and incorporated as a part of this LEASE.

1. TERM.

1.1 The PRIMARY TERM of this lease shall be forty (40) years, beginning on the 1st day of September 2026, and terminating on the 31st day of August 2066.

1.2 At the expiration of the PRIMARY TERM, LESSEE shall have the right to

extend LEASE for a SECONDARY TERM of an additional twenty-five (25) years.

1.3 At the expiration of the SECONDARY TERM, LESSEE shall have the prior right, exclusive of all others to re-lease LEASE PREMISES subject to terms and provisions consistent with this LEASE, or as may then be agreed upon by STATE and LESSEE.

2. USE OF LEASE PREMISES

2.1 LESSEE will use LEASE PREMISES only for the installation of a low-level ADA boardwalk in an area of approximately 18,480 square feet (0.4242 acres), more or less, of Ulman Avenue, Bay Saint Louis, MS, to provide improved beach and water access, an activity which serves a higher public purpose, while protecting the natural state of the surrounding and remaining tidelands and submerged lands. It is expressly agreed that any other activity shall be excluded from any use of LEASE PREMISES.

2.2 STATE and LESSEE agree gaming operations and casinos (Gaming) are not a permitted USE under the terms of LEASE.

3. CONSIDERATION.

3.1 LESSEE and STATE agree LEASE PREMISES contain approximately 18,480 square feet (0.4242 acres), more or less, of both submerged lands, tidelands, and fastlands (filled sand beach) waterward of the toe of the seawall, as are more fully described and depicted on Exhibits "1" and "2" attached to this LEASE and made a part hereof.

3.2 LESSEE shall be exempt from use or rental fees pursuant to Miss. Code Ann. §29-15-13 (as amended).

4. TRANSFERABILITY OF LEASE.

4.1 Except for USES, LESSEE shall not transfer its rights or obligations under LEASE.

5. PUBLIC ACCESS

5.1 LEASE PREMISES will be operated subject to rules and regulations LESSEE determines reasonably necessary to ensure the safety and convenience of USE and normal operations.

6. DEFAULT.

6.1 In the event of a claimed default of a term, provision, covenant or condition of LEASE, the aggrieved Party shall give written notice to the other Party of the alleged default. The Parties shall have three hundred sixty-five (365) days from receipt of the written notification to negotiate a resolution or seek a judicial determination of the existence of the default(s). Should neither Party seek a judicial determination, the aggrieved party may cancel the LEASE.

7. IMPROVEMENTS, MAINTENANCE AND FUTURE DEVELOPMENT.

7.1 STATE acknowledges improvements which exist on LEASE PREMISES on the effective date of LEASE, or which may be constructed on LEASE PREMISES by LESSEE under the terms of LEASE are not property of STATE unless forfeited pursuant to Paragraph 25.

7.2 STATE and LESSEE share in the public interest in establishing and maintaining an attractive view of the waterfront on the Bay of Saint Louis.

8. ZONING.

8.1 All zoning, and related permits, variances or exceptions must support USE.

9. RESTRICTIONS.

9.1 LESSEE shall not construct any structure on State property adjacent to or adjoining LEASE PREMISES.

9.2 LESSEE shall maintain LEASE PREMISES in a clean and orderly condition and keep the structures and equipment located thereon in a good state of repair.

10. FEE SIMPLE TITLE.

10.1 Fee simple title to LEASE PREMISES is vested in STATE.

10.2 LEASE does not authorize use of adjoining STATE held Public Trust Tidelands.

11. CATASTROPHIC DESTRUCTION.

11.1 In the event of catastrophic destruction to LESSEE owned improvements on LEASE PREMISES, LESSEE may cancel LEASE, provided LESSEE removes all debris from the LEASE PREMISES if LESSEE receives federal or state funding for such removal.

11.2 In the event of catastrophic destruction to LESSEE owned improvements on LEASE PREMISES, LESSEE may restore or replace any portion of such improvements lost or damaged, but LESSEE shall not be obligated to do so.

11.3 STATE reserves the right to cancel LEASE with three hundred sixty-five (365) days' written notice unless LESSEE notifies STATE within five (5) years after catastrophic destruction of its intent to rebuild. If within three hundred sixty-five (365) days of receiving written notice of cancellation, LESSEE provides STATE with a notice of intent to rebuild and resume permitted USE of LEASE PREMISES and undertakes and continues, without unreasonable delay, work to rebuild and resume USE, then STATE shall not cancel LEASE.

11.4 If LEASE is canceled by STATE under this Paragraph, LESSEE will remove all debris from LEASE PREMISES if LESSEE receives federal or state funding for such removal.

11.5 The parties agree LESSEE'S ability to rebuild after catastrophic damage to improvements depends on availability of federal funding. The timing of the availability of that funding for reconstruction is beyond the control of either party. For purposes of this Paragraph the time beginning when LESSEE files for federal funds or grants for the reconstruction of LEASE PREMISES improvements to the time the federal government either grants or denies funding, LESSEE shall be considered to have undertaken work to rebuild and resume use.

12. PROTECTION OF LEASE PREMISES.

12.1 LESSEE shall exercise due diligence to protect LEASE PREMISES.

13. QUIET AND PEACEFUL POSSESSION.

13.1 LESSEE shall have quiet and peaceful possession of LEASE PREMISES subject to the provisions of this LEASE and applicable Mississippi law.

14. RIGHT OF ENTRY AND INSPECTION.

14.1 STATE'S authorized representative shall have the right to enter LEASE PREMISES to verify compliance with the LEASE terms and provisions.

14.2 LESSEE grants STATE ingress and egress to LEASE PREMISES in, over, across and through LESSEE owned or controlled uplands for the purpose of this Paragraph.

15. STATE NOT RESPONSIBLE.

15.1 Subject to Paragraph 16, STATE is not responsible for LESSEE'S use of LEASE PREMISES.

16. LEASE LIABILITY.

16.1 LESSOR and LESSEE are subject to The Mississippi Tort Claims Act (Miss Code Ann. § 11-46-1 et seq.). Nothing in this LEASE will be construed to conflict with the Act.

16.2 LESSEE may maintain during the LEASE term insurance against accidents, death, bodily injury, or loss or damage to property occurring on or in connection to LEASE PREMISES in a coverage amount LESSEE deems appropriate.

17. RELIANCE.

17.1 In executing this LEASE, STATE is relying on a survey and site plans (see Exhibits "1" and "2") provided by or adopted by the LESSEE.

18. RESERVATION OF MINERAL RIGHTS.

18.1 LEASE does not include mineral, oil, gas, coal, lignite, or other subterranean

rights.

19. WAIVER NOT A DISCHARGE.

19.1 No failure, or successive failures, on the part of STATE or LESSEE to enforce any term or provision of LEASE, nor any waiver or successive waivers by STATE or LESSEE of any term or provision of LEASE, shall operate as a discharge thereof or render the same inoperative or impair the right of STATE or LESSEE to enforce the same in the event of subsequent or continuing breach or breaches or upon any renewal thereof.

20. NOTICE.

20.1 All notifications or submissions required under the terms of this LEASE shall be made by U.S. Mail, or by rapid delivery courier service to the parties at the following addresses:

Secretary of State: Public Lands Division

(By U. S. Mail)
Post Office Box 136
Jackson, MS 39205-0136

(By Courier)
401 Mississippi Street
Jackson, MS 39201

Telephone: (601) 359-1350
Facsimile: (601) 359-1461

City of Bay Saint Louis, Mississippi: (by U.S. Mail or Courier)
688 Highway 90
Bay St. Louis, MS 39520

Telephone: (228) 466-8951

20.2 Notices shall be effective upon receipt by the receiving party. On written request, STATE and LESSEE agree they will promptly acknowledge in writing receipt of a notice received.

20.3 STATE or LESSEE may change the identity of the party designated to receive notices by delivering notification of change in the manner provided in this Paragraph.

21. LAWS OF MISSISSIPPI TO GOVERN.

21.1 The laws of the State of Mississippi shall govern:

(a) LEASE interpretation and performance.

(b) Jurisdiction and venue.

22. INVALIDATION OF TERM.

22.1 In the event of invalidation of any material LEASE provision by a final, non-appealable court judgment or order, within ninety (90) days of entry of such judgment or order, STATE or LESSEE may renegotiate LEASE on mutually agreeable terms not in conflict with the judgment or order.

23. CANCELLATION FOR ABANDONMENT OF USE.

23.1 Except as provided in Paragraph 11, if LESSEE abandons all permitted USE of LEASE PREMISES for a period of more than five (5) years, then STATE may cancel LEASE on three hundred sixty-five (365) days' written notice. After receiving notice of cancellation, if LESSEE within three hundred sixty-five (365) days provides STATE with a reasonable plan for resumption of permitted USE of LEASE PREMISES, then LEASE shall not be cancelled.

24. TERMINATION OF LEASE.

24.1 If not sooner cancelled, LEASE shall terminate at 11:59 P.M. central (standard or daylight savings) time on the last day of PRIMARY TERM, or if renewed pursuant to Paragraph 1.2, then LEASE shall terminate at 11:59 P.M. central (standard or daylight savings) time on the last day of SECOND TERM.

25. CANCELLATION OR TERMINATION OF LEASE.

25.1 Subject to the provisions of Paragraph 6, Paragraph 11, and Paragraph 23, on cancellation or termination of LEASE, STATE shall be entitled to take possession of LEASE PREMISES, custom and usage to the contrary notwithstanding.

25.2 On final cancellation or termination pursuant to this Paragraph, LESSEE shall have three hundred sixty-five (365) days to remove LESSEE'S improvements, structures, and equipment or sell, transfer, or convey the improvements to another entity contingent on that entity entering a Public Trust Tidelands Lease with STATE. If for any reason LESSEE does not remove the improvements, structures or equipment or does not sell, transfer, or convey the same, then the improvements, structures and equipment will be deemed forfeited by LESSEE, and become the property of the STATE. In the event of such forfeiture by LESSEE, STATE shall not be obligated to remove said improvements, structures and equipment or bear any liability to LESSEE in the event same are not removed. The manner and time of any removal or sale and the price for which said improvements, structures, materials, and equipment may be sold shall be in the discretion of STATE. If at the time of cancellation or termination of LEASE, LESSEE is entitled to receive funds from the federal government or from the state for such removal and thereafter receives such funds, then said funds shall be used for the removal of said improvements, structures and equipment and restoration of LEASE PREMISES, notwithstanding LEASE having been previously terminated.

26. MISCELLANEOUS.

26.1 LESSEE and STATE each covenant and bind itself, its successors, and its assigns to the extent allowed by the laws of the state of Mississippi to faithfully and timely comply with all the terms and provisions of this LEASE.

26.2 LESSEE and STATE agree they will execute and deliver, at the request of the other, all such documents or other written instruments as may be reasonably necessary or appropriate to carry out and effectuate the intent and purpose of this LEASE.

26.3 No amendments or additions to LEASE shall be binding unless in writing and signed by all parties.

26.4 All covenants and agreements herein shall bind and inure to the benefit of the parties hereto and to their successors and assigns.

26.5 This instrument constitutes the entire agreement between LESSEE and STATE and supersedes all prior understandings, previous negotiations, and any memoranda of understanding with respect to the subject matter hereof.

26.6 Each individual executing LEASE on behalf of LESSEE represents and warrants that he is duly authorized to do so on behalf of the said LESSEE, and LESSEE shall, at STATE'S request, deliver a certified copy of its Council's resolution authorizing said execution.

26.7 The remedies set forth in this LEASE are not exclusive, and the election of one remedy by LESSEE or STATE shall not be deemed or construed as a waiver of any other remedy available to LESSEE or STATE. In addition to the remedies provided in this LEASE, LESSEE and STATE shall be entitled to whatever remedies it may have otherwise at law or in equity.

26.8 LESSEE and STATE, for all purposes under this LEASE, accept the description and depiction of LEASE PREMISES attached hereto as Exhibits "1" and "2."

27. DEFINITIONS.

27.1 LESSEE shall mean the City of Bay Saint Louis, Mississippi and shall be the LESSEE.

27.2 USE shall have the meaning set forth in Paragraph 2.

27.3 LEASE shall mean that lease agreement by and between the State of Mississippi, by the Secretary of State, with the approval of the Governor, and the City of Bay Saint Louis, Mississippi, effective September 1, 2026, for LEASE PREMISES.

27.4 LEASE PREMISES shall mean all the submerged lands and tidelands as depicted on Exhibits "1" and "2" attached to this LEASE.

27.5 PRIMARY TERM shall have the meaning set forth in Paragraph 1.1.

27.6 SECONDARY TERM shall have the meaning set forth in Paragraph 1.2.

27.7 STATE shall mean the State of Mississippi, acting by and through the Secretary of State with the approval of the Governor, and shall be the LESSOR.

IN WITNESS WHEREOF, this LEASE is executed by LESSEE, this the _____ day of _____, 202__.

LESSEE:
CITY OF BAY SAINT LOUIS, MISSISSIPPI

By: _____

Print Name: _____

Title: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this _____ day of _____, 202__, within my jurisdiction the within named _____, personally known to me to be the _____ of the CITY OF BAY SAINT LOUIS, MISSISSIPPI who acknowledged that he executed the above and foregoing LEASE AGREEMENT as the act and deed of said Agency, on the date and for the purposes therein stated, being first duly authorized to so do.

NOTARY PUBLIC

My Commission Expires:

IN WITNESS WHEREOF, this LEASE is executed by LESSOR, this the _____ day of _____, 202__.

LESSOR:
STATE OF MISSISSIPPI

BY: _____
MICHAEL D. WATSON, JR.
Secretary of State
State of Mississippi

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this _____ day of _____, 202__, within my jurisdiction the within named MICHAEL D. WATSON, JR., personally known to me to be the SECRETARY OF STATE of the STATE OF MISSISSIPPI, who acknowledged that he executed the above and foregoing LEASE as the act and deed of said SECRETARY OF STATE for and on behalf of the STATE OF MISSISSIPPI, on the date and for the purposes therein stated, being first duly authorized to so do.

NOTARY PUBLIC

My Commission Expires:

APPROVED BY THE GOVERNOR of the State of Mississippi on the _____ day of _____, 202__.

TATE REEVES
Governor

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this _____ day of _____, 202__, within my jurisdiction the within named TATE REEVES, personally known to me to be the GOVERNOR of the STATE OF MISSISSIPPI, who acknowledged that he executed the above and foregoing LEASE as the act and deed of said GOVERNOR for and on behalf of the STATE OF MISSISSIPPI, on the date and for the purposes therein stated, being first duly authorized to so do.

NOTARY PUBLIC

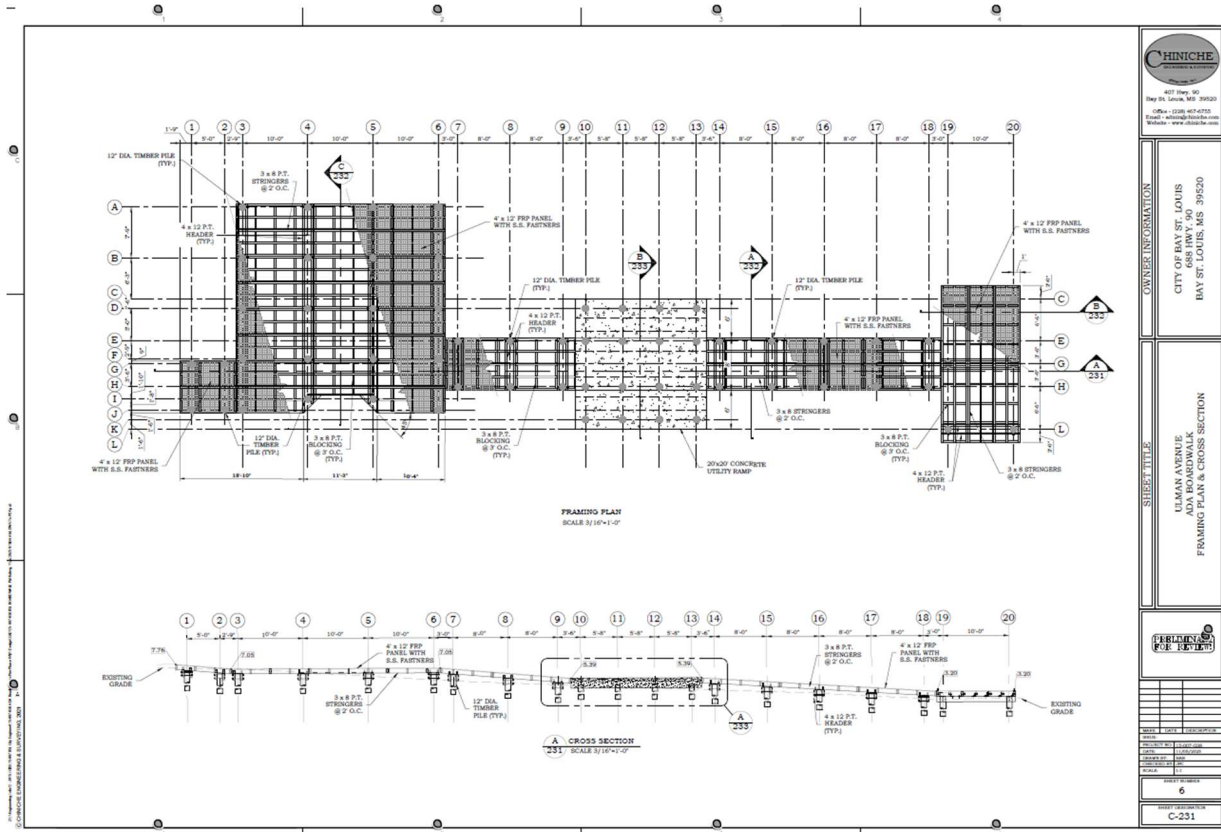
My Commission Expires:

Exhibit “1”
(Survey of Lease Area, Dated July 27, 2026, Provided by LESSEE)



Exhibit “2”
(Ulman Avenue ADA Boardwalk Site Plans of Lease Area, Provided by LESSEE)





CHINICHE
401 Hwy. 50
Bay St. Louis, MS 39520
Phone: (336) 474-7515
Email: info@chiniche.com
Website: www.chiniche.com

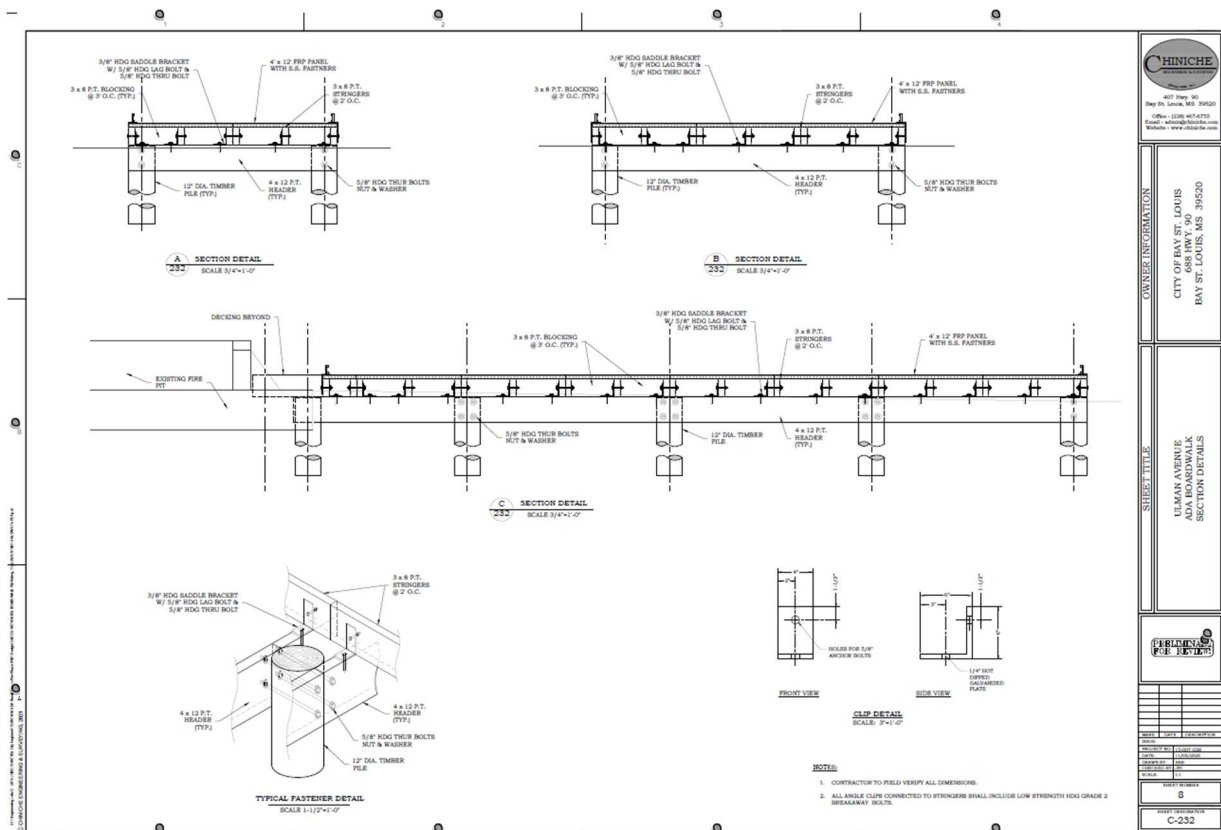
OWNER INFORMATION
CITY OF BAY ST. LOUIS
1500 N. AVENUE
BAY ST. LOUIS, MS 39520

SHEET TITLE
ULMAN AVENUE
ADA BOARDWALK
FRAMING PLAN & CROSS SECTION

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	09/21/2026
2	FOR CONSTRUCTION	09/21/2026
3	FOR CONSTRUCTION	09/21/2026
4	FOR CONSTRUCTION	09/21/2026
5	FOR CONSTRUCTION	09/21/2026
6	FOR CONSTRUCTION	09/21/2026

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CHINICHE
401 Hwy. 50
Bay St. Louis, MS 39520
Phone: (336) 474-7515
Email: info@chiniche.com
Website: www.chiniche.com

OWNER INFORMATION
CITY OF BAY ST. LOUIS
1500 N. AVENUE
BAY ST. LOUIS, MS 39520

SHEET TITLE
ULMAN AVENUE
ADA BOARDWALK
SECTION DETAILS

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	09/21/2026
2	FOR CONSTRUCTION	09/21/2026
3	FOR CONSTRUCTION	09/21/2026
4	FOR CONSTRUCTION	09/21/2026
5	FOR CONSTRUCTION	09/21/2026
6	FOR CONSTRUCTION	09/21/2026

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