

RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL (THE "GOVERNING BODY") OF THE CITY OF DIAMONDHEAD, MISSISSIPPI (THE "CITY"), ACCEPTING, BY DONATION, CERTAIN REAL PROPERTIES LOCATED WITHIN THE CITY FROM THE ROUSE LAND COMPANY, LLC AS SET FORTH HEREIN.

WHEREAS, the Mayor and City Council (the "Governing Body") of the City of Diamondhead, Mississippi (the "City"), acting for and on behalf of the City, hereby finds and determines as follows:

1. The City is in need of acquiring certain real property for roadway improvement purposes that is currently owned by private property owner, Rouse Land Company, LLC,
2. The City is authorized to acquire real property pursuant to Miss. Code Ann. §21-17-1.
3. The private property owner, executed Deeds of Dedication from Rouse Land Company, LLC to donate the property legally described in the Deeds of Dedication with surveys executed by said property owner attached hereto as Exhibit "A".
4. The City is willing to accept the donation of the aforementioned properties.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, AS FOLLOWS:

SECTION 1. That the Governing Body of the City hereby accepts the donation of the aforementioned property.

SECTION 2. That the Governing Body of the City does hereby authorizes its Mayor to execute the Dedication Deeds on behalf of the City attached collectively hereto as Exhibit "A".

The above and foregoing resolution, after having been first reduced to writing, was introduced by Councilmember _____, seconded by Councilmember _____ and the question being put to a roll call vote, the result was as follows:

	Aye	Nay	Absent
Councilmember Depreo	_____	_____	_____
Councilmember Moran	_____	_____	_____

	Aye	Nay	Absent
Councilmember Morgan	_____	_____	_____
Ward 4 Vacant	_____	_____	_____
Councilmember L’Ecuyer	_____	_____	_____
Mayor Schafer	_____	_____	_____

The motion having received the affirmative vote of a majority of all of the members of the Governing Body, the Mayor declared the motion carried and the resolution adopted, this the _____ day of _____, 2020.

MAYOR

ATTEST:

CITY CLERK

(SEAL)

[illegible]

LEGAL DESCRIPTION:

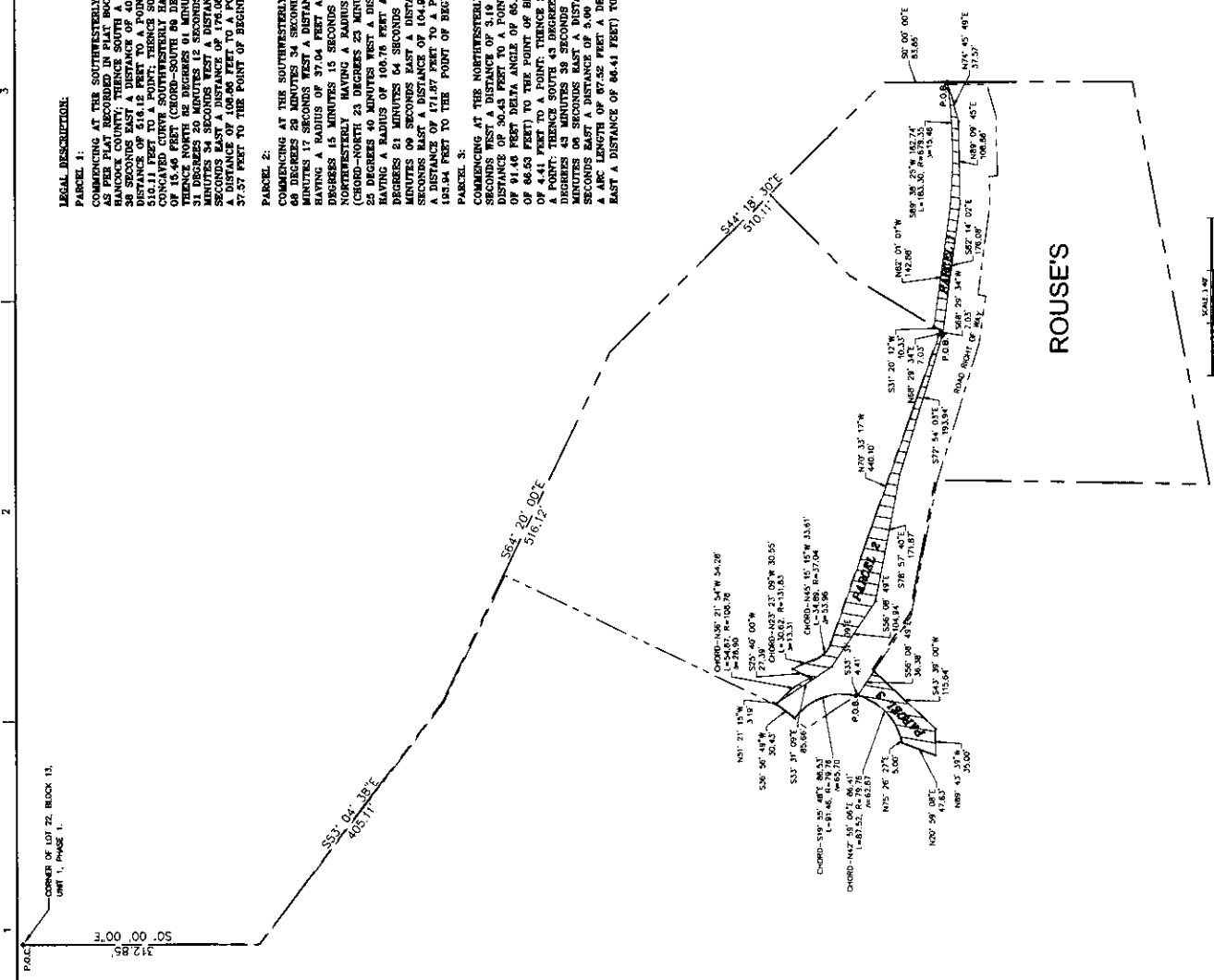
PARCEL 3:
COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 22, BLACK 13, UNIT 1, PHASE I, DIAMONDHEAD SUBDIVISION,
AS PER PLAN RECORDED IN COUNTY CLERK'S OFFICE OF JACKSON COUNTY, MISSISSIPPI, AND PROCEEDING NORTHEAST
ALONG THE SOUTH BOUNDARY OF SAID LOT 22, A DISTANCE OF 312.06 FEET TO A POINT; THENCE SOUTH 85 DEGREES 44 MINUTES
38 SECONDS EAST A DISTANCE OF 406.11 FEET TO A POINT; THENCE SOUTH 64 DEGREES 20 MINUTES EAST A DISTANCE OF
516.12 FEET TO A POINT; THENCE SOUTH 44 DEGREES 18 MINUTES 30 SECONDS EAST A DISTANCE OF
516.11 FEET TO A POINT; THENCE SOUTH A DISTANCE OF 68.48 FEET TO A POINT OF BEGINNING. BEING AN AREA OF APPROXIMATELY
1.97 ACRES, MORE OR LESS, WITHIN THE UNINCORPORATED TOWNSHIP OF LEBLANCH, PARISH OF CALHOUN, STATE OF MISSISSIPPI.
OF 15.46 FEET (CROSS-SOUTH) 80 DEGREES 25 SECONDS WEST A DISTANCE OF 182.74 FEET TO A POINT;
THENCE NORTH 8 DEGREES 01 MINUTES 01 SECONDS WEST A DISTANCE OF 142.86 FEET TO A POINT; THENCE SOUTH
31 DEGREES 20 MINUTES 12 SECONDS WEST A DISTANCE OF 10.33 FEET TO A POINT; THENCE SOUTH 60 DEGREES 29
MINUTES 34 SECONDS WEST A DISTANCE OF 10.33 FEET TO A POINT; THENCE NORTH 68 DEGREES 45 SECONDS EAST
A DISTANCE OF 109.06 FEET TO A POINT; THENCE NORTH 68 DEGREES 45 SECONDS EAST A DISTANCE OF
37.57 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

COMMENCING AT THE SOUTHWESTERLY CORNER OF DESCRIBED PROPERTY AS THE POINT OF BEGINNING; THENCE NORTH 34 DEGREES 36' 00" EAST 52' 00" ALONG A DISTANCE OF 7.05 FEET TO A POINT; THENCE NORTH 70 DEGREES 33' 00" EAST 11' 00" ALONG A DISTANCE OF 44.10 FEET TO A POINT; THENCE TO A CONVEXED CURVE NORTHEASTERLY HAVING A RADIUS OF 37.04 FEET A CHORD LENGTH OF 54.60 FEET AN ARCH ANGLE OF 53.86 FEET (CHORD- NORTH 36 DEGREES 15' 00" EAST) 54.60 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A CONVEXED CURVE NORTHEASTERLY HAVING A RADIUS OF 37.04 FEET A CHORD LENGTH OF 54.60 FEET AN ARCH ANGLE OF 53.86 FEET (CHORD- NORTH 36 DEGREES 15' 00" EAST) 54.60 FEET TO A POINT; THENCE SOUTH 23 DEGREES 00' 00" WEST 30.62 FEET ALONG A DISTANCE OF 15.31 FEET TO A POINT; THENCE SOUTH 23 DEGREES 00' 00" WEST 30.62 FEET ALONG A DISTANCE OF 30.62 FEET TO A POINT; THENCE SOUTH 23 DEGREES 00' 00" WEST 30.62 FEET ALONG A DISTANCE OF 30.62 FEET TO A POINT; THENCE TO A CONVEX CURVE NORTHEASTERLY HAVING A RADIUS OF 131.04 FEET A CHORD LENGTH OF 131.04 FEET AN ARCH ANGLE OF 90 DEGREES (CHORD- NORTH 36 DEGREES 15' 00" EAST) 131.04 FEET TO A POINT; THENCE SOUTH 23 DEGREES 00' 00" WEST 30.62 FEET ALONG A DISTANCE OF 27.35 FEET TO A POINT; THENCE TO A CONVEX CURVE NORTHEASTERLY HAVING A RADIUS OF 100.76 FEET A CHORD LENGTH OF 54.87 FEET AN ARCH ANGLE OF 28.80 FEET (CHORD- NORTH 36 DEGREES 15' 00" EAST) 54.87 FEET TO A POINT; THENCE SOUTH 23 DEGREES 00' 00" WEST 30.62 FEET ALONG A DISTANCE OF 55.84 FEET TO A POINT; THENCE SOUTH 24 DEGREES 00' 00" WEST 30.62 FEET ALONG A DISTANCE OF 17.07 FEET TO A POINT; THENCE SOUTH 72 DEGREES 00' 00" EAST 64 FEET ALONG A DISTANCE OF 19.54 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

COMMENCING AT THE NORTHWESTLY CORNER OF DESCRIBED PROPERTY: THENCE NORTH 51 DEGREES 21 MINUTES 11 SECONDS BEARING A DISTANCE OF 3.14 FEET TO A POINT; THENCE SOUTH 56 DEGREES 55 MINUTES 49 SECONDS BEARING A DISTANCE OF 30.43 FEET TO A POINT; THENCE TO A CONVEX CURVE HAVING A RADIUS OF 79.75 FEET BY AN ARC LENGTH OF 15.46 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 33 DEGREES 31 MINUTES 60 SECONDS EAST A DISTANCE OF 4.41 FEET TO A POINT; THENCE SOUTH 33 DEGREES 31 MINUTES 60 SECONDS EAST A DISTANCE OF 34.36 FEET TO A POINT; THENCE SOUTH 43 DEGREES 30 MINUTES WEST A DISTANCE OF 115.64 FEET TO A POINT; THENCE NORTH 08 DEGREES 43 MINUTES 38 SECONDS WEST A DISTANCE OF 35.00 FEET TO A POINT; THENCE NORTH 20 DEGREES 09 MINUTES 40 SECONDS WEST A DISTANCE OF 35.00 FEET TO A POINT; THENCE TO A CONVEX CURVE HAVING A RADIUS OF 79.74 FEET BY AN ARC LENGTH OF 15.42 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 33 DEGREES 31 MINUTES 60 SECONDS EAST A DISTANCE OF 4.41 FEET TO A POINT; THENCE SOUTH 43 DEGREES 30 MINUTES WEST A DISTANCE OF 115.64 FEET TO A POINT; THENCE NORTH 08 DEGREES 43 MINUTES 38 SECONDS WEST A DISTANCE OF 35.00 FEET TO A POINT; THENCE NORTH 20 DEGREES 09 MINUTES 40 SECONDS WEST A DISTANCE OF 35.00 FEET TO A POINT; THENCE TO A CONVEX CURVE HAVING A RADIUS OF 79.74 FEET BY AN ARC LENGTH OF 15.42 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 33 DEGREES 31 MINUTES 60 SECONDS EAST A DISTANCE OF 4.41 FEET TO A POINT; THENCE SOUTH 43 DEGREES 30 MINUTES WEST A DISTANCE OF 115.64 FEET TO A POINT; THENCE NORTH 08 DEGREES 43 MINUTES 38 SECONDS WEST A DISTANCE OF 35.00 FEET TO A POINT; THENCE NORTH 20 DEGREES 09 MINUTES 40 SECONDS WEST A DISTANCE OF 35.00 FEET TO A POINT; THENCE TO A CONVEX CURVE HAVING A RADIUS OF 79.74 FEET BY AN ARC LENGTH OF 15.42 FEET TO THE POINT OF BEGINNING.



Surveyor's Certification

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

T.J. Moran, Jr. PLS

LEGEND:

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- The diagram illustrates a road improvement project area. It features a central road with a dashed line indicating the 'ROAD RIGHT OF WAY'. On either side of the road, there are areas labeled 'EXISTING PROPERTY LINE' and 'ROAD IMPROVEMENT PROPERTY AREA'. The improvement area is depicted with diagonal hatching, suggesting a specific material or construction method. The road itself is shown with a solid line on the left and a dashed line on the right, indicating the boundaries of the improvement project.

Figure 1 shows a horizontal beam of length 1.00 m, pivoted at its center. A 1.00 kg mass hangs from the left end, and a 2.00 kg mass hangs from the right end. The beam is labeled "SCALE: 1.00 m".

PREPARED BY & RETURN TO:
DEREK R. CUSICK (MS BAR#10653)
SYMMES, ESTES, CUSICK, PLLC
1720 23RD AVENUE
GULFPORT, MS 39501
(228) 896-8962
(228) 205-4457 facsimile

INDEXING INSTRUCTIONS:

SW CORNER LOT 22, BLOCK 13,
UNIT 1, PHASE 1, DIAMONDHEAD
SUBDIVISION, DIAMONDHEAD,
HANCOCK COUNTY, MISSISSIPPI

GRANTOR'S ADDRESS
ROUSE LAND COMPANY, L.L.C.
1301 ST. MARY ST.
THIBODAUX, LA 70301
(985)-447-5998

GRANTEE'S ADDRESS
CITY OF DIAMONDHEAD, MS
5000 DIAMONDHEAD CIRCLE
DIAMONDHEAD MS 39525
(228) 222-4626

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

DEED OF DEDICATION

This DEED OF DEDICATION ("Deed") is made this ____ day of _____, 2020,
by and between ROUSE LAND COMPANY, L.L.C. ("Rouse's") GRANTOR, and THE CITY
OF DIAMONDHEAD, a municipality created and existing under the State of Mississippi
("City"), GRANTEE.

****WITNESSETH****

WHEREAS, Rouse's wishes to dedicate, quitclaim, grant and convey the Property (as defined below) to the City and be relieved of the cost and responsibilities associated with maintaining same; and

WHEREAS, the City wishes to acquire the property for a public street, make certain improvements to the Property and assume the cost and responsibilities for maintaining same; and

WHEREAS, on November 5, 2019, the Diamondhead City Council passed a resolution and order accepting the dedication of the Property conveyed herein and agreeing to the terms contained herein, copy of which is attached hereto as Exhibit "B"; and

WHEREAS, on November 5, 2019, the Managers of Rouse Land Company, L.L.C. passed a resolution authorizing the dedication of the Property herein and agreeing to the terms contained herein, copy of which is attached hereto as Exhibit "C"; and

NOW, THEREFORE, in consideration of the recitals and the mutual benefits, covenants and terms herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Rouse's hereby dedicates, quitclaims, grants, conveys, covenants and agrees as follows:

DEDICATION OF PROPERTY FOR PUBLIC RIGHT OF WAY

For and in consideration of the City accepting the Property, improving the Property pursuant to that certain letter from Governor Phil Bryant to Honorable Thomas Schafer, IV, Mayor of Grantee dated September 25, 2019, and maintaining a public street on the Property, Rouse's, does hereby dedicate, quitclaim, grant and convey unto the City, its successors and assigns, in fee simple, for the use of the general public as a public street and right-of-way, the Property described herein below and improvements thereon and appurtenances thereto. This dedication of the Property is made "AS IS, WHERE IS" and "WITH ALL FAULTS" and without warranties of any kind as to title, condition or otherwise.

The City specifically accepts the dedication of the Property without warranty and subject to the following conditions:

The conveyance herein is made subject to such valid mineral reservations and/or conveyances, if any, as may have been heretofore made on the Property, or filed in the land records of the Office of the Chancery Clerk of Hancock County, Mississippi.

The conveyance herein is made subject to any and all easements located on, over and across the Property, or filed in the land records of the Office of the Chancery Clerk of Hancock County, Mississippi.

The conveyance herein is made subject to any and all rights-of-way and/or easements for public utilities in, on and under the Property.

Legal Description of the Property:


See attached Exhibit "A"- Legal Description adopted herein by reference.

IT IS FURTHER UNDERSTOOD AND AGREED that this instrument constitutes the entire agreement between Grantor and Grantee, there being no other oral agreements or representations of any kind or nature whatsoever.

EXECUTED, this the 10th day of December, 2019.

GRANTOR:

ROUSE LAND COMPANY, L.L.C.

BY: 
NAME: Donald J. Rouse, Sr.
TITLE: Manager

STATE OF LOUISIANA
COUNTY OF LAFOURCHE

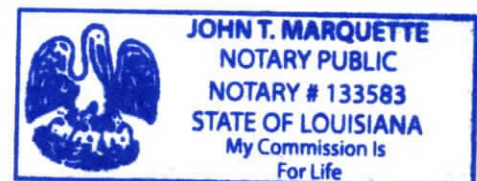
Personally appeared before me, the undersigned Notary Public, the within named Donald J. Rouse, Sr., who acknowledged that he is Manager of the ROUSE LAND COMPANY, L.L.C., and that in said capacity he signed and delivered this instrument on the day and year herein mentioned, after first having been duly authorized to do so.

GIVEN UNDER MY HAND AND SEAL this the 10th day of December, 2019.


NOTARY PUBLIC

My Commission Expires:

A+ Death





GRANTEE:

CITY OF DIAMONDHEAD, MISSISSIPPI

BY: _____
THOMAS SCHAFER, IV, MAYOR

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

Personally appeared before me, the undersigned Notary Public, the within named Thomas Schafer, IV, who acknowledged that he is Mayor of the City of Diamondhead, Mississippi, and that in said representative capacity he signed and delivered this instrument on the day and year herein mentioned, after first having been duly authorized to do so.

GIVEN UNDER MY HAND AND SEAL this the _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:

Exhibit "A"

The Property

"Parcel 1" depicted and described on the attached plat.

Exhibit "B"

City's Resolution and Order

(attached hereto)

Exhibit "C"
Rouse's Resolution
(attached hereto)

RESOLUTIONS OF THE MANAGERS OF
ROUSE LAND COMPANY, L.L.C.

The undersigned, being all of the Managers of Rouse Land Company, L.L.C., a Louisiana limited liability company (the "Company"), acting pursuant to the Limited Liability Company Law of Louisiana and pursuant to the Company's organizational documents, hereby consent to the adoption of the following resolutions:

NOW THEREFORE, BE IT RESOLVED:

1. That pursuant to that certain Deed of Dedication dated on or after the date hereof (the "Dedication") the Company is hereby authorized and empowered to transfer, quitclaim, and convey certain real property located in SW CORNER LOT 22, BLOCK 13, UNIT 1, PHASE 1, DIAMONDHEAD SUBDIVISION, DIAMONDHEAD, HANCOCK COUNTY, MISSISSIPPI, as more fully described in the Dedication and Exhibit A thereto (the "Property") to The City of Diamondhead.

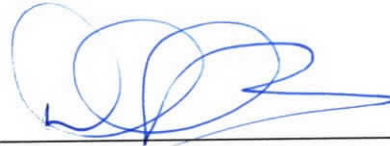
2. That either Donald J. Rouse, Sr. or Thomas B. Rouse (each, an "Authorized Manager"), acting alone and without the consent of the other, in his capacity as a Manager of the Company is hereby authorized, on behalf of the Company, to execute and deliver any and all documents required or desirable and related in any way to the transactions contemplated herein and to perform all obligations under such documents on such terms and conditions as the Authorized Manager shall deem appropriate, and in such form as such Authorized Manager may approve, including entering into the Dedication on the terms and conditions set forth therein and any related documents.

3. That either Authorized Manager, acting alone and without the consent of the other, is authorized to execute and deliver the above described documents on behalf of the Company with such changes, modifications, additions and deletions as he may in his sole and uncontrolled discretion approve and make, his signatures on any document constituting conclusive evidence of his approval thereof so that any such document shall be valid and binding on the parties thereto.

4. That acting on behalf of the Company, either of the Authorized Managers, acting alone and without the consent of the other, is authorized from time to time to do any and all things deemed by him to be necessary or appropriate for the purpose of carrying out the obligations of the Company arising out of the above documents, any agreement heretofore or hereafter executed, containing such stipulations, agreements and conditions as may be in his judgment appropriate or necessary in connection therewith, this authority being full and complete and without limit or reserve, and all acts and things heretofore done by either Authorized Manager in the premises are hereby ratified and approved and all acts and things hereafter done by either Authorized Manager in furtherance of this authority are hereby ratified and approved in advance. Any instrument or other document executed pursuant to this paragraph or these resolutions shall contain such terms, conditions, stipulations and provisions as either Authorized Manager executing same shall deem proper to incorporate.

5. These Resolutions may be executed in multiple counterparts.

Effective as of: December 10, 2019

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke at the end.

Donald J. Rouse, Sr., Manager

Thomas B. Rouse, Manager

Effective as of: December 10, 2019

Donald J. Rouse, Sr., Manager

A handwritten signature in black ink, appearing to read 'T. B. Rouse', is written over a horizontal line.

Thomas B. Rouse, Manager