



Michael Watson
SECRETARY OF STATE

Via USPS Mail & Email

Jason@chiniche.com
Jason Chiniche
407 Highway 90
Bay St. Louis, MS 39520

May 2, 2024

Re: Proposed Public Trust Tidelands Lease
City of Diamondhead, Mississippi
(Montjoy Creek Bird Observatory) (Rotten Bayou – Diamondhead, Hancock County, MS)

Dear Mr. Chiniche:

Enclosed please find the proposed rent exempt Lease to the City of Diamondhead, MS for the area of Public Trust Tidelands and submerged lands supporting the Montjoy Creek project. Many of the provisions of the lease are standard or required by statute; other terms are particular to the City of Diamondhead's use. The lease term is 40 years beginning May 1, 2024, with an option to renew for an additional 25 years.

Please have the appropriate City of Diamondhead representative execute the document and return it to our Biloxi office located at 1141 Bayview Avenue, Suite 120, Biloxi, MS 39530. Our office will forward to Jackson for signatures and submit the document for recording.

Thank you for your courtesy and cooperation throughout this process. Should you have any questions, please contact me.

Sincerely,

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

/klf

Encl.

Cc: Jon McCraw, City of Diamondhead, MS – City Manager (Via Email)
Jmccraw@diamondhead.ms.gov

T-03681 (DMR #22-000027)

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 120
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 120
Biloxi, MS 39530
(228) 432-0541

If left blank, original document will be returned to document preparer.

PUBLIC TRUST TIDELANDS LEASE
CITY OF DIAMONDHEAD, MISSISSIPPI
(Montjoy Creek Bird Observatory)

(Rotten Bayou – Diamondhead, 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 Diamondhead, Mississippi
By the City Council
City Manager
c/o Mayor, City of Diamondhead, Mississippi
5000 Diamondhead Circle
Diamondhead, Mississippi 39525
(228) 222-4626

Indexing Instructions

Section 34, Township 7 South, Range 14 West, City of Diamondhead, Hancock County, Mississippi.

This document contains 16 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 DIAMONDHEAD, MISSISSIPPI
(Montjoy Creek Bird Observatory)
(Rotten Bayou – Diamondhead, Hancock County, Mississippi)

THIS AGREEMENT is made and entered into this the 1st day of May 2024, by and between:

THE STATE OF MISSISSIPPI, by and through the
Secretary of State
Public Lands Division
125 S. Congress Street
Suite 1600
Jackson, Mississippi 39201
Telephone: (601) 359-1350

with approval of the Governor

(“STATE” or “LESSOR”)

And

CITY OF DIAMONDHEAD, MISSISSIPPI
By the City Council
City Manager
c/o Mayor, City of Diamondhead, Mississippi
5000 Diamondhead Circle
Diamondhead, Mississippi 39525
Telephone: (228) 222-4626

“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 Diamondhead, Mississippi, and City of Diamondhead, Mississippi does hereby lease the following described submerged lands, fastlands, or tidelands, hereinafter referred to as LEASE PREMISES, to-wit:

A parcel of State-owned submerged lands, fastlands, or tidelands containing approximately 1,600 square feet, (0.03673095 acres), more or less, and located within the described area in Section 34, Township 7 South, Range 14 West, Hancock County, Mississippi, along Rotten Bayou, in the City of Diamondhead, Hancock County, Mississippi; and further illustrated and depicted as areas on the Project Location Map attached hereto as Exhibit “1” (1 Page), S.O.S. Lease Survey attached hereto as Exhibit “2” (1 Page), and Easement Exhibit of Montjoy Creek Natural Trail attached hereto as Exhibit “3” (1 Page) provided by LESSEE and incorporated as a part of this LEASE.

1. TERM.

1.1 The PRIMARY TERM of this lease shall be for forty (40) years, beginning on the

1st day of May 2024, and terminating on the 30th day of September 2064.

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 for the purpose of a timber piling supported two story observatory deck and any other use permitted by Mississippi Statute except as may be limited by this LEASE, all of which shall serve a higher public purpose of promoting the public access to and public use of the public trust tidelands, fastlands, and submerged lands and the waters of the State of Mississippi.

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 contains approximately 1,600 square feet, (0.03673095 acres), more or less, of submerged lands, fastlands, and tidelands, as are more fully described on Exhibits "1," "2," and "3" 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 Mississippi Sound.

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.

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 AMENDED LEASE.

11.4 If LEASE is canceled by STATE under this Paragraph, LESSEE will remove all debris from LEASE PREMISES.

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 STATE 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 legal description, survey, and/or map depiction (See Exhibit "1," Exhibit "2," and Exhibit "3") provided by or adopted by the LESSEE.

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 9, 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 the 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, or all purposes under this LEASE, accept the description and depiction of LEASE PREMISES attached hereto as Exhibits "1," "2," and "3".

27. DEFINITIONS.

27.1 LESSEE shall mean the City of Diamondhead, 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 Diamondhead,

Mississippi, effective May 1, 2024, for LEASE PREMISES.

27.4 LEASE PREMISES shall mean all the submerged lands, fastlands, and tidelands as described and/or depicted in Exhibits "1," "2," and "3" 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 DIAMONDHEAD,
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 DIAMONDHEAD, MISSISSIPPI, who acknowledged that he/she executed the above and foregoing LEASE 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:

PUBLIC TRUST TIDELANDS LEASE

**CITY OF DIAMONDHEAD, MISSISSIPPI
(Montjoy Creek Bird Observatory)
(Rotten Bayou – Diamondhead, Hancock County, Mississippi)**

Exhibit “1” (1 page)
(Project Location Map of Lease Area Provided by LESSEE)

Montjoy Creek Nature Trail

Secretary of State Lease

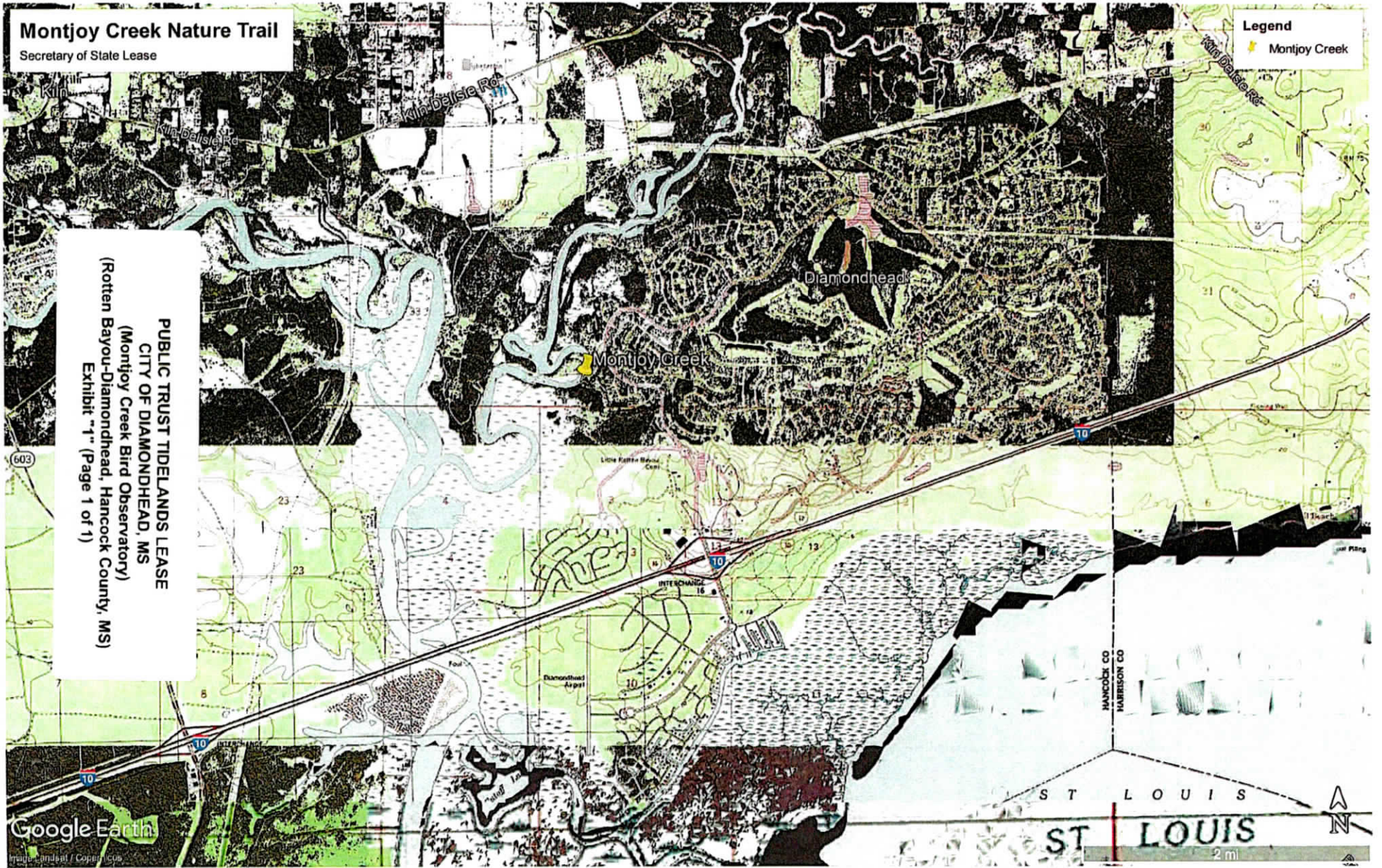
Legend

Montjoy Creek

PUBLIC TRUST TIDELANDS LEASE
CITY OF DIAMONDHEAD, MS
(Montjoy Creek Bird Observatory)
(Rotten Bayou-Diamondhead, Hancock County, MS)
Exhibit "1" (Page 1 of 1)

Google Earth

Imagery Landsat / Copernicus



PUBLIC TRUST TIDELANDS LEASE

**CITY OF DIAMONDHEAD, MISSISSIPPI
(Montjoy Creek Bird Observatory)
(Rotten Bayou – Diamondhead, Hancock County, Mississippi)**

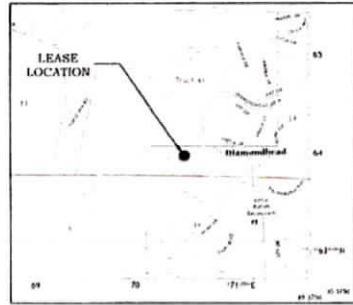
Exhibit “2” (1 page)
(S.O.S. Lease Survey of A Part of Government Lot 3, Section 34, T-7-S, R-14-W,
Hancock County, MS, of Lease Area Provided by LESSEE)

**PUBLIC TRUST TIDELANDS LEASE
CITY OF DIAMONDHEAD, MS
(Montjoy Creek Bird Observatory)
(Rotten Bayou-Diamondhead, Hancock County, MS)
Exhibit "2" (Page 1 of 1)**

Z:\1-Engineering Jobs\3 - 2017 Jobs\17-057 Diamondhead Master Services\17-057-003 Montjoy Creek Nature Trail 2020\01 Design\Survey\CADD\17-057-003_MJ-NatureTrail-SOS-Lease.dwg, 4/11/2024 4:25



GRID COORDINATES			
POINT	NORTHING	EASTING	ELEV.
A	321934.96	816317.23	1.34
B	322802.97	809262.18	0.50



VICINITY MAP

LEGEND:

- IRF = 1/2" IRON ROD FOUND
- IPF = IRON PIPE FOUND
- CIRF = CAPPED 1/2" IRON ROD FOUND
- CIRS = CAPPED 1/2" IRON ROD SET
- IFP = IRON FENCE POST
- TFP = "T" POST FOUND
- IBF = IRON BAR FOUND
- AIF = 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
- FFE = FINISH FLOOR ELEVATION
- TOB = TOP OF BANK
- RCP = REINFORCED CONCRETE PIPE
- CMP = CORRUGATED METAL PIPE
- HDPE = HIGH DENSITY POLYETHYLENE PIPE
- FH = FIRE HYDRANT
- WM = WATER METER
- SMH = SEWER MAN HOLE
- CO = CLEAN OUT
- GP = GRINDER PUMP
- C/L = CENTERLINE
- EOA = EDGE OF ASPHALT
- EOG = EDGE OF GRAVEL
- (P) = PLAT OF RECORD
- (D) = DEED OF RECORD
- (R) = RECORD
- 0.00 = GROUND ELEVATION

LEASE DESCRIPTION:

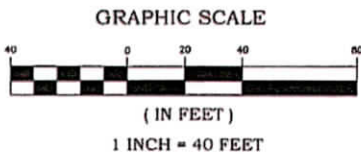
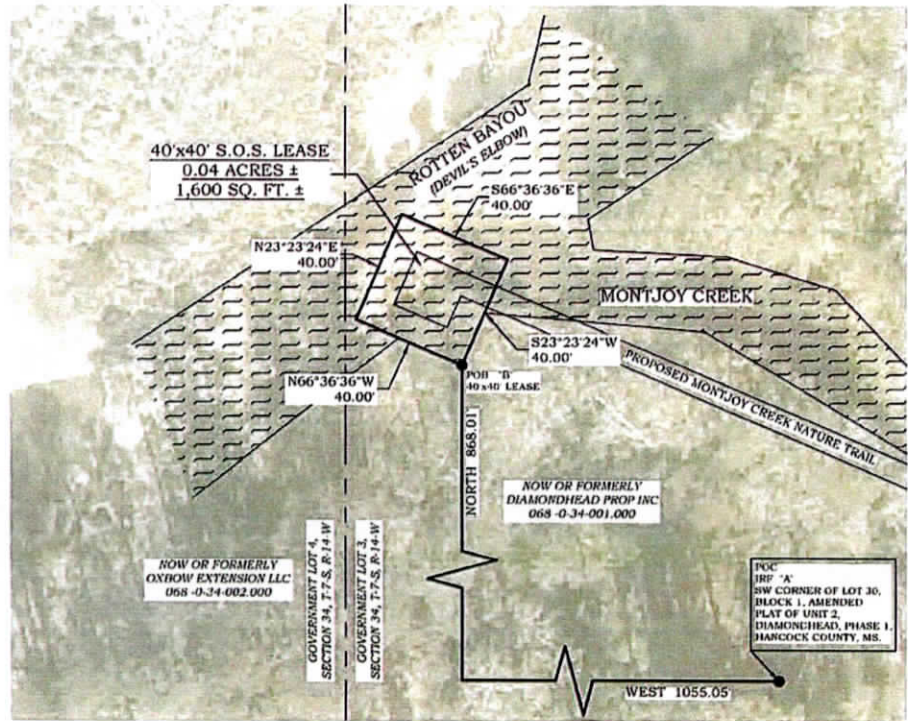
COMMENCING AT A 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 30, BLOCK 1, AMENDED PLAT OF UNIT 2, DIAMONDHEAD, PHASE 1, HANCOCK COUNTY, MISSISSIPPI AND RUN WEST FOR 1055.05 FEET; THENCE RUN NORTH FOR 865.01 FEET TO THE POINT OF BEGINNING; THENCE RUN N66°36'36"W FOR 40.00 FEET; THENCE RUN N23°23'24"E FOR 40.00 FEET; THENCE RUN S66°36'36"E FOR 40.00 FEET; THENCE RUN S23°23'24"W FOR 40.00 FEET BACK TO THE POINT OF BEGINNING. SAID LEASE IS A PART OF GOVERNMENT LOT 3, SECTION 34, TOWNSHIP 7 SOUTH, RANGE 14 WEST, HANCOCK COUNTY, MISSISSIPPI AND CONTAINING 0.04 ACRES, MORE OR LESS.

REFERENCES:

1. HANCOCK COUNTY TAX MAP #068
2. AMENDED PLAT OF UNIT 2, DIAMONDHEAD PHASE 1 SUBDIVISION PLAT
3. DEED BOOK V-2, PAGE 579
4. DEED BOOK 2016, PAGE 7136

NOTES:

1. LOT LOCATION & ORIENTATION ARE BASED ON RECORDED DATA AND MONUMENTATION FOUND AVAILABLE.
2. 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°16'44.44" AND A COMBINATION FACTOR OF 0.999988935.
3. SURVEY CONSIDERED A CLASS "B" SURVEY.
4. ONLY VISIBLE ROADS, LANES, DRIVEWAYS, DRAINS, UTILITIES, ETC., OVER AND ACROSS SAID PREMISES ARE SHOWN HEREON.
5. THIS SURVEY WAS PREPARED WITHOUT A CURRENT TITLE REPORT NOR WERE COUNTY RECORDS RESEARCHED FOR EASEMENTS BY THIS SURVEYOR.
6. MAY BE SUBJECT TO MISSISSIPPI PUBLIC TRUST TIDELANDS.



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
MICHAEL RAYMOND MCGINNIS PLS-02827
PROFESSIONAL SURVEYOR
P.L.S. - #02827
STATE OF MISSISSIPPI
DATE: 4/11/2024

REV. #2 DATE:	
REV. #1 DATE:	
DATE: 04.10.2024	
SCALE: 1" = 40'	
CREW: D. LUCKY/G. GOETZ	
DRAWN BY: MRM	



OFFICE - (228) 467-6755
EMAIL - admin@chiniche.com
WEBSITE - www.chiniche.com
407 HWY. 90
BAY ST. LOUIS, MS 39520

<p>S.O.S. LEASE SURVEY OF A PART OF GOVERNMENT LOT 3, SECTION 34, T-7-S, R-14-W, HANCOCK COUNTY, MS.</p>
<p>FOR: DIAMONDHEAD SHEET 1 OF 1 JOB #: 17-057-003 DWG #: 17-057-003_MJ-NatureTrail-SOS-Lease</p>

PUBLIC TRUST TIDELANDS LEASE

**CITY OF DIAMONDHEAD, MISSISSIPPI
(Montjoy Creek Bird Observatory)
(Rotten Bayou – Diamondhead, Hancock County, Mississippi)**

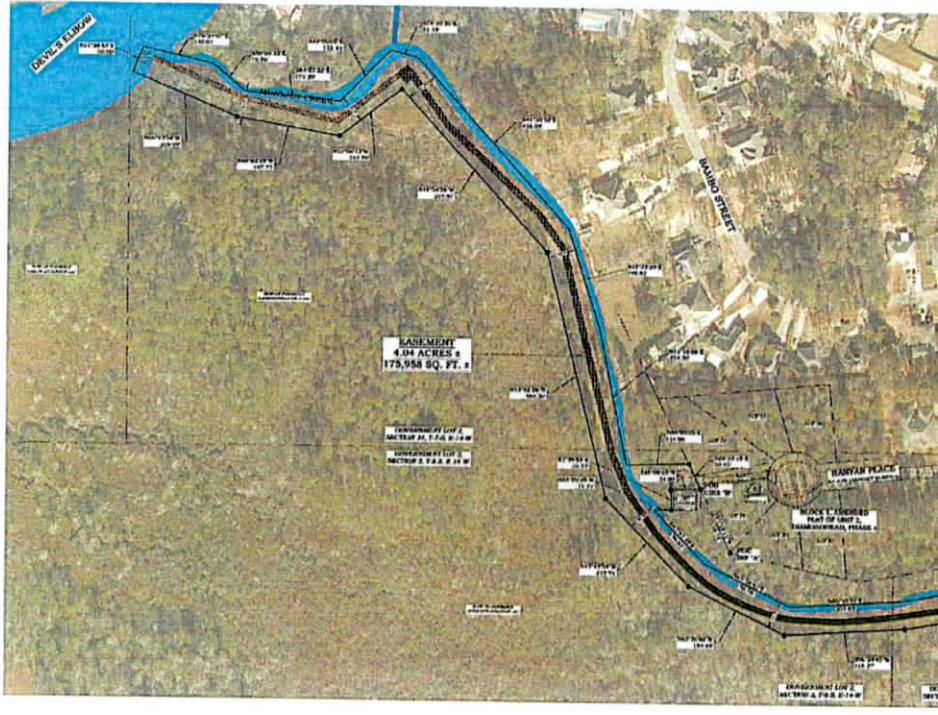
Exhibit “3” (1 page)
(Easement Exhibit of Montjoy Creek Natural Trail Provided by LESSEE)

PUBLIC TRUST TIDELANDS LEASE
CITY OF DIAMONDHEAD, MS
(Montjoy Creek Bird Observatory)
(Rotten Bayou-Diamondhead, Hancock County, MS)
Exhibit "3" (Page 1 of 1)



GRID COORDINATES			
POINT	NORTING	EASTING	ELEV.
1	2319.84	4161.17	2.34
2	2220.24	4024.96	1.93

- LEGEND**
- 1/2" IRON ROD FOUND
 - IRP - IRON PIPE FOUND
 - CRP - CAPPED 1/2" IRON ROD FOUND
 - CRS - CAPPED 1/2" IRON ROD SET
 - IRP - IRON PIPE POINT
 - TP - T POST POINT
 - IRP - IRON PIPE POINT
 - AMP - ANGLE IRON POINT
 - IRP - IRON PIPE POINT
 - MNP - MAGNETIC NAIL FOUND
 - MNS - MAGNETIC NAIL SET
 - REF - REFERENCE
 - 1/2" - OFFSET
 - 1/2" - POINT OF WAY
 - O/H/U - OVERHEAD UTILITY
 - PP - POWER POLE
 - LP - LIGHT POLE
 - TP - TELEPHONE PEDISTAL
 - POB - POINT OF BEGINNING
 - POC - POINT OF COMMENCEMENT
 - TOB - TEMPORARY BENCH MARK
 - PFE - FINISH FLOOR ELEVATION
 - TOB - TOP OF BANK
 - ICP - REINFORCED CONCRETE PIPE
 - CMP - CORRUGATED METAL PIPE
 - HWP - HIGH DENSITY POLYETHYLENE PIPE
 - FB - FIRM BENTON
 - SMH - SINKER MAN HOLE
 - CCL - CENTERLINE
 - EAA - EDGE OF ASPHALT
 - EDG - EDGE OF DRIVE
 - RP - PLAT OF RECORD
 - CR - DEED OF RECORD
 - R - RECORD
 - 0.00 - GROUND ELEVATION
 - - TREE

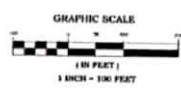


SURVEY DESCRIPTION:

COMMENCING AT A 1/2" IRON ROD IN A DITCH AT THE SOUTHWEST CORNER OF LOT 20, BLOCK 1, AMENDED PLAT OF UNIT 2, DIAMONDHEAD, PHASE 1, HANCOCK COUNTY, MISSISSIPPI AND RUN N27°25'15"W ALONG THE WESTERLY LINE OF LOT 20 FOR 128.75 FEET TO A CAPPED 1/2" IRON ROD SET, AT THE POINT OF BEGINNING, THENCE RUN S69°00'05"W FOR 54.20 FEET TO A CAPPED 1/2" IRON ROD SET, THENCE RUN S61°00'05"E FOR 20.11 FEET TO A CAPPED 1/2" IRON ROD SET, THENCE RUN S88°00'00"W FOR 31.11 FEET TO THE CENTERLINE OF MONTJOY CREEK, 272.00 FEET, 87°20'00"W FOR 20.21 FEET TO THE WEST RIGHT OF WAY OF DIAMONDHEAD DRIVE NORTH, THENCE RUN S82°00'00"E ALONG THE CENTERLINE OF MONTJOY CREEK THE FOLLOWING COURSES: S47°14'37"E FOR 158.81 FEET, S67°30'02"E FOR 170.76 FEET, S66°38'54"E FOR 203.43 FEET, N73°00'45"E FOR 273.33 FEET, N73°20'07"E FOR 150.00 FEET, S82°00'00"E ALONG THE RIGHT OF WAY FOR 194.50 FEET TO A CAPPED 1/2" IRON ROD SET AT THE POINT OF BEGINNING, THENCE RUN S82°00'00"E ALONG THE NORTH LINE OF LOT 1 FOR 50.00 FEET TO A CAPPED 1/2" IRON ROD SET, THENCE RUN N60°00'00"W FOR 154.43 FEET TO A CAPPED 1/2" IRON ROD SET, THENCE RUN S78°00'00"W FOR 58.60 FEET TO A CAPPED 1/2" IRON ROD SET, THENCE RUN S78°41'17"W FOR 278.10 FEET TO A CAPPED 1/2" IRON ROD SET, THENCE RUN N80°29'49"W FOR 218.22 FEET TO A CAPPED 1/2" IRON ROD SET, THENCE RUN S84°00'00"W FOR 307.00 FEET TO A CAPPED 1/2" IRON ROD SET, THENCE RUN S84°00'00"W FOR 194.64 FEET TO A CAPPED 1/2" IRON ROD SET, THENCE RUN S84°00'00"W FOR 219.91 FEET TO A CAPPED 1/2" IRON ROD SET, THENCE RUN S80°29'49"W FOR 181.75 FEET TO A CAPPED 1/2" IRON ROD SET, THENCE RUN S84°00'00"W FOR 206.00 FEET TO A CAPPED 1/2" IRON ROD SET, THENCE RUN S57°06'13"W FOR 142.10 FEET TO A CAPPED 1/2" IRON ROD SET, THENCE RUN S82°00'00"E ALONG THE CENTERLINE OF MONTJOY CREEK, THENCE RUN S78°29'07"E ON SAND PROJECTION AND ALONG CREEK THE FOLLOWING COURSES: S82°00'00"E FOR 76.26 FEET, S88°00'00"E FOR 171.36 FEET, S84°00'00"E FOR 204.50 FEET, THENCE LEAVING SAND PROJECTION RUN N88°00'00"E FOR 114.00 FEET TO A CAPPED 1/2" IRON ROD ON THE WEST LINE OF LOT 18, BLOCK 1, AMENDED PLAT OF UNIT 2, DIAMONDHEAD, PHASE 1, THENCE RUN S25°25'19"E ALONG THE WEST LINE OF LOT 20 FOR 50.45 FEET BACK TO THE POINT OF BEGINNING. SAID PARCEL OF GOVERNMENT LOT 3, SECTION 24, TOWNSHIP 2 NORTH, RANGE 14 WEST, HANCOCK COUNTY, MISSISSIPPI AND CONTAINING 4.04 ACRES, BEING OR LESS.

- NOTES:**
1. LOT LOCATION AND ORIENTATION ARE BASED ON RECORDED DATA AND DOCUMENTATION FOUND AVAILABLE.
 2. DRAWINGS REFERENCE GRID, QUAD GRID 140147 H4D, 83 STATE PLANE ZONE MISSISSIPPI EAST BY GCS UTM/PROJECTION, UTM/ZONE EAST, BRUNLEY'S VERTICAL REFERENCE NETWORK, BUT, HAVING A CONVERSION ANGLE OF 27°16'44" FROM A CONVERSION FACTOR OF 0.99999833.
 3. SURVEY CONSIDERED A CLASS "B" SURVEY.
 4. ONLY VISIBLE BOUNDARIES, DRIVEWAYS, DRAINAGE, UTILITIES, ETC., OVER AND ACROSS SAID PREMISES ARE SHOWN HEREIN.
 5. THIS SURVEY WAS PREPARED WITHOUT A CURRENT TITLE REPORT FOR WALK COUNTY RECORDS RESEARCHED FOR EASEMENTS BY THIS SURVEYOR.
 6. ATTENTION IS CALLED TO THE VARIANCE BETWEEN THE PLATTED CALLS AND THE CORNERS RECOVERED WITHIN SAID SUBDIVISION.
 7. OWNER RESPONSIBLE FOR CERTIFICATION OF TREE SPECIES AND SIZES IN COORDINATION WITH LOCAL ENTITY FOR TREE DESIGNATED AS PROTECTED.
 8. MAY BE SUBJECT TO MISSISSIPPI PUBLIC TRUST TIDELANDS.
 9. ALL CORNERS ARE CAPPED 1/2" IRON ROD SET, UNLESS OTHERWISE NOTED.

- REFERENCES:**
1. HANCOCK COUNTY TAX MAPS BOOK, P.152 AND P.153.
 2. UNIT 2, DIAMONDHEAD, PHASE 1 SUBDIVISION PLAT.
 3. UNIT 10, DIAMONDHEAD, PHASE 3 SUBDIVISION PLAT.
 4. DEED BOOK 44, PAGE 311.
 5. DEED BOOK 2, PAGE 879.
 6. SURVEY BY J. TERGARDER, DATED 12/11/2012.



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. Mc... 1/16/2023
 MICHAEL RAYMOND Mc...
 PROFESSIONAL SURVEYOR
 P.L.S. - F08217
 STATE OF MISSISSIPPI

REV: 01/16/2023	DATE
REV: 04/26/2023	DATE
SCALE: 1" = 100'	DATE
DRAWN: G. GIBBS	DATE
DATE: 01/16/2023	DATE



EASEMENT EXHIBIT OF
 MONTJOY CREEK NATURE TRAIL,
 DIAMONDHEAD, MS 39025
 HANCOCK COUNTY, MS

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