

PREPARED BY AND RETURN TO:

GRANT MONROE – BAR # 9992
6360 I-55 NORTH, SUITE 250
JACKSON, MS 39211
(601) 952-2592

INDEXING INSTRUCTIONS:

NW 1/4 AND NE 1/4
Section 15, T-2-S, R-9-W
DeSoto County, MS

DEED OF CONSERVATION EASEMENT

NOTICE TO THE CHANCERY CLERK OF DESOTO COUNTY:

The Mississippi Conservation Easement Act of 1986, found in Mississippi Code Ann. Section 89-19-1 et seq., (1972) (as amended) requires you to send certified copies of this recorded document to the Attorney General of the State of Mississippi and to the Mississippi Department of Wildlife, Fisheries and Parks.

THIS GRANT DEED OF CONSERVATION EASEMENT (this "Easement") is made as of this 17th day of June, 2010, by the following Mississippi limited liability company (together with its heirs, personal representatives, successors, and assigns hereinafter collectively referred to as "Grantor"):

Greenways, LLC
Attn: Curtis M. Seale
P.O. Box 16269
Jackson, MS 39236-6269

to the following 501(c)(3) non-profit conservation organization, organized under the laws of Mississippi:

NORTH MISSISSIPPI LAND TRUST ("Grantee"), its successors and assigns,
316 West Commerce St.
Hernando, MS 38632

Grantee: Attn Larry Jarrett

WHEREAS, Grantor is the owner in fee simple of certain real property (“Protected Property”) known as The Bluffs located in DeSoto County, MS, which is 19.5 acres, more or less, and more particularly described in Exhibit “A” attached hereto and made a part hereof; and

WHEREAS, the Protected Property consists of natural areas of significant ecological, scenic, and aesthetic value, and has substantial value and potential as open space, and a natural, ecological, and scientific resource; and,

WHEREAS, open space conservation easements serve to protect the scenic, natural, and open space values of properties in a manner that permits continuing private ownership of land while fulfilling public conservation purposes and the public may enjoy scenic views and restricted use of the Protected Property; and

WHEREAS, The Grantee is a non-profit, 501(c)(3) “qualified conservation organization” as defined in Section 170(h) of the Internal Revenue Code of 1986, as amended and the regulations thereunder (“the Code”) whose purpose is to preserve, enhance, and conserve natural areas for aesthetic, scientific, charitable and educational purposes; and

WHEREAS, the Uniform Conservation Easement Act of 1981 as well as the Mississippi Code Ann. Section 89-19-1, et seq., (1972), as amended, permit the creation of conservation easements for the purposes of, among other things, retaining or protecting natural, scenic, historical or open space values of real property, assuring its availability for agricultural, forest, recreational, educational or open space use, protecting natural features and resources, maintaining or enhancing air and water quality or preserving the natural, historical, architectural, archeological or cultural aspects of real property;

WHEREAS, Grantor and Grantee recognize the natural, scenic, aesthetic, and special character and opportunity for enhancement of the Protected Property, and have the common purpose of the conservation and protection in perpetuity of the Protected Property as “a relatively natural habitat of fish, wildlife or plants or similar ecosystem” as that phrase is used in Section 170(h)(4)(A)(ii) of the Code and in regulations promulgated thereunder by placing voluntary restrictions upon the use of the Protected Property and by providing for the transfer from the Grantor to the Grantee of affirmative rights for the protection of the Protected Property; and so as to qualify as a contribution of a “qualified conservation contribution” as that term is defined under Section 170(h)(2)(C) of the Code.

WHEREAS, by limiting development and use of the Protected Property, protection of the Protected Property will preserve open space pursuant to clearly delineated Federal, State and local government policies and will yield a significant public benefit, and will thereby meet the requirements of Section 170(h)(4)(iii)(II) of the Code; and

WHEREAS, limiting development of the Protected Property will preserve the Protected Property for the scenic enjoyment and recreational use of the general public, and will yield a significant public benefit, and will thereby meet the requirements of Section 170(h)(4)(iii)(I) of the Code; and

WHEREAS, this Easement will accomplish a number of the factors determining "significant public benefit" under Treas. Reg. Section 1.170A-14(d)(4)(iv); and

WHEREAS, the Grantee is established to specifically support the mission and function of the Desoto County Greenways program. The mission of the Desoto County Greenways program is to establish a Greenway Trail System that connects public and private open and green spaces with sidewalks throughout Desoto County Mississippi while protecting, restoring and linking the natural features and their functions in order to achieve a healthy natural environment and ecological diversity. The Desoto County Greenway Trail System's bike path, for example, will encompass over 200 miles of scenic pathways and trails designed to help improve the quality of life for the people of Desoto County Mississippi. The Greenway Trail System takes advantage of nature and its beauty and will encompass a variety of multipurpose trails and green space suitable for hiking, skating, jogging, walking, running, equestrian use, canoeing and kayaking and biking; and

WHEREAS, Grantor and Grantee shall restore the native plant communities within the Protected Property in order to improve both habitat and recreational value; and

WHEREAS, Grantor and Grantee shall allow the existing plant communities along the riparian corridor to recover and regenerate. This restored riparian buffer will protect water quality by controlling erosion, stabilizing the banks, and acting as a filter strip for agricultural or urban run-off.

WHEREAS, Grantee's purpose is to preserve, enhance, and conserve natural areas for aesthetic, scientific, charitable, recreational and educational purposes; and

WHEREAS, the Grantee has the resources to monitor and enforce the restrictions set forth in this Easement; and

WHEREAS, the specific Conservation Values of the Protected Property on the date of this Easement are documented in the Baseline Documentation Report (“Report”), a copy of which is on file with both the Grantor and the Grantee (which Report was made available by Grantor to Grantee prior to the date of the Easement). Both parties agree the Report provides an accurate representation of the Protected Property and the condition of the same as of the date of this Easement as required by Treasury Reg. 1.170A-14(g)(5), and is intended to serve as an objective informational baseline outlining the Conservation Values present on the Protected Property at the time of this Easement, as well as for monitoring compliance with the terms and conditions of this Easement on at least an annual basis. “**Conservation Values**” are defined as those characteristics of the Protected Property which exemplify “a relatively natural habitat of fish, wildlife, or plants or similar ecosystem” as that phrase is used in Section 170(h)(4)(A)(ii) of the Code, or other particular natural resource perpetually protected for the benefit of the public on the Protected Property.

WHEREAS, Grantor represents that the Protected Property is **not** free and clear of any liens or encumbrances that could have a material adverse effect on this Easement and that as owner of the Protected Property, Grantor has access thereto, the right to convey to the Grantee, and the right to preserve and protect the Conservation Values of the Protected Property in perpetuity; and

NOW, THEREFORE, the Grantor, in consideration of the foregoing recitations and of the mutual covenants, terms, conditions and restrictions hereinunder set forth and as an absolute and unconditional gift, does hereby freely give, grant, bargain, donate and convey unto the Grantee, and its successors and assigns, the Easement over the Protected Property subject to the covenants, conditions and restrictions hereinafter set forth which will run with the land and burden the Protected Property in perpetuity.

Section I

PURPOSE

Purpose. This Easement is granted for the purpose of forever conserving the open space, scenic resources, wildlife habitat, and biological diversity of the Protected Property, while permitting the establishment and use of a recreational trail system (a/k/a Greenway Trail System), for public use. Additionally, the Purpose of this Easement is intended to protect the

Conservation Values listed immediately below, as shown within the Report, while permitting public access in and to the Protected Property for passive recreational activities within and upon the Greenway.

1. wetlands and waterfowl protection;
2. wildlife habitat protection, and ecological value protection;
3. open space protection;
4. natural communities and biological diversity protection;
5. scenic, and natural protection;
6. water quality and riparian values protection;
8. to allow the establishment and construction of the Greenway Trail System which shall constitute compatible outdoor recreational and educational uses;
9. to assure the sustained, natural capacity to support healthy, vigorous grass growth;
10. to ensure the protection of any additional natural characteristics, resources and/or features of the Protected Property that are a result of the ecological improvements intended for the Protected Property as noted herein. Additionally, a vegetated riparian buffer of a minimum of 100 feet in width shall be maintained along the banks of the Johnson Creek.

THEREFORE, The Purpose of this Easement is to ensure that the Protected Property will be retained **in perpetuity** predominantly in its natural and scenic condition, with the addition of the Greenway Trail System as described in this Easement, for recreational and conservation purposes, as stated immediately above, to benefit the public and to prevent any use of the Protected Property that would significantly impair or interfere with the Conservation Values, while allowing for recreational uses of the Protected Property that are compatible with and not destructive of those Conservation Values. (hereinafter "Purpose")

Section II

GRANTEE'S AFFIRMATIVE RIGHTS

Grantee shall have the right to protect the Conservation Values of the Protected Property and to prevent any activity on, or use of the Protected Property that is inconsistent with the Purpose of this Easement and to require the restoration to the condition immediately before such activity or

use of any areas or features of the Protected Property that may be damaged by any such inconsistent activity or use.

2.1 Right of Entry and Access & Enforcement. The Grantee shall have the right, with prior notice to Grantor, to enter the Protected Property for the purposes of the inspection and protection of the Conservation Values of the Protected Property and to enforce the terms of this Easement. In the event of an emergency and/or any circumstances which may cause immediate harm to the Conservation Values, the Grantee may seek immediate entry without prior notice and injunctive relief to mitigate such harm. The right of entry and access **does** extend to the public (only on the established Greenway Trail System) and the Grantee, (anywhere on the Protected Property) its agents, employees, successors, and/or assigns, but the rights of entry and access are less restrictive for the Grantee, as holder and enforcer of the terms and conditions of this Easement. The right of entry and access to the public shall be established and posted on the Protected Property collectively by both the Grantor and Grantee.

2.2 Public Recreation and Education. Grantee shall have the right to permit its members and the general public to enter the Protected Property to participate in supervised and unsupervised group use of the Protected Property for educational purposes, as well as for daytime, "low-impact outdoor recreation" (defined as "dispersed, noncommercial, nonexclusive, and non-motorized public recreational activities that do not generally rely on buildings or spectator facilities and have minimal impact on renewable natural resources and which do not harm the Conservation Values as shown in the Report"), such as but not limited to nature observation, educational programs, ecological, archaeological study, hiking, biking, running, and horseback riding, but particularly excluding ball fields, or other such construction or structures on the Protected Property, except as specifically permitted in Section 2.5 and Section III below. Although biking and horseback riding, in particular, may be considered "active" recreation, in that the effects of such activity may have a more significant impact on the Greenway Trail System than other activities, Grantor and Grantee agree that said activities shall be permitted on said trails. Grantee shall monitor such use of the Greenway Trail System and if at any time Grantee, in its sole discretion, deems biking and or horseback riding is detrimental to the trail system, Grantor and Grantee will work together in remedying any changes to the

trails and Grantee shall permit only those low-impact outdoor activities that are not detrimental to the Conservation Values of the Protected Property; provided that more than *a deminimus* use of the Protected Property for commercial outdoor recreational activities is prohibited. Commercial Outdoor Recreation is defined as follows: A) The incidental use of the Protected Property by the general public supported by paid guides or outfitters shall not be deemed commercial recreation. B) The establishment of approved permits and access fees for the use of permitted recreational facilities shall not be deemed exclusive use or commercial use.

2.3 Trail Easement and Public Access. Grantee shall have the right to establish and maintain an unpaved as well as paved system of trails collectively known as the Greenway Trail System (pursuant to Section 2.5B) on the Protected Property, as well as additional inlets, not roads, to the Trail System which will allow access to and from property to the north of the trails, after prior written notice to and approval by Grantor as to specific location and the time and manner of entry, construction and maintenance. Any such trail system shall be established and maintained at Grantee's expense, and, once established, Grantor agrees to refrain from taking any action to post, prohibit, charge a fee, or otherwise discourage access to and use of the Protected Property by the general public for traditional, daytime, low-impact recreation, (included herein biking and horseback riding) and public access thereto shall be subject to Grantee's discretion, as well as the North Mississippi Land Trust and DeSoto County Greenways, Trails Rules and Regulations attached hereto and made a part hereof as Exhibit B.

2.4 Grantee's Public Recreation Rights. Grantee shall have the right, in association with the DeSoto County Greenways, its successor and assigns, to manage and permit access to and use of the Protected Property for low-impact or passive outdoor recreation by the general public, as provided herein. To this end, Grantor agrees to take no action to prohibit, discourage, or charge a fee for access to the Protected Property for any recreational activity by the general public; nor to block or otherwise discourage access to the Protected Property by any means. Reasonable parking will be provided in the parking area(s) which shall be established on the Protected Property located adjacent to Baldwin Road and North of Johnson Creek, and which shall have adequate signage. Under no

circumstances may the Grantor retain or allow exclusive use of the Protected Property to any person or entity for such recreational purposes.

2.5 Grantee's Management Rights. Grantee shall have the right to undertake the following public use management activities, which may be contracted, assigned or delegated to another entity, particularly, but not limited to the DeSoto County Parks and Recreation Department, its successors and assigns, or any other public or private entity with which the Grantee chooses, primarily but not limited to construction, maintenance, clean up, security or other duties associated with the Greenway Trail System.

- A) **Rules and Fees.** Rules and regulations established by the DeSoto County Greenway and hereby accepted by the Grantor and Grantee are attached hereto as Exhibit B. Grantee shall have the exclusive right, after reasonable prior notice to Grantor, to make additional rules and regulations for public recreational use and to control, limit, or prohibit, by posting and other means, any of the following uses: night use; camping, open fires, use of motor vehicles, all-terrain vehicles; any use that may interfere with or be harmful to members of the public using the Protected Property or the Conservation Values of the Protected Property. Grantee may charge fees as necessary and reasonable to offset Grantee's actual cost of constructing facilities and managing its public recreational use right hereunder. Fees for recreational access and use of the Protected Property may not be charged by the Grantor.
- B) **Trails.** Grantee shall have the right to establish and maintain on the Protected Property hiking, bicycling, and horseback riding trails, including rustic trail improvements such as steps, railings, bog bridges, culverts, benches, and small unlighted trail signs, for the use and benefit of the general public, as agreed upon by the Grantor prior to construction and which is referred to as the aforementioned Greenway Trail System. Grantee is not responsible for the construction, maintenance and/or repair of any inlets to the trail system permitted in Section 2.3 above. Said inlets shall be the sole responsibility of the Grantor, or future landowners of the property south of the said trail system.
- C) **Picnic Areas.** Grantee shall have the right to establish and maintain on the Protected Property day-use picnic areas (day-use sites) for public use. Day-use picnic sites may contain pit or backcountry toilets, small unlighted signs and picnic tables. All day-use

sites shall be maintained and managed by the Grantee. Camping and any type of overnight stay is NOT permitted under this Easement.

- D) Access. Grantee shall have the right to permit public vehicular access to and through the Protected Property over any public roads, and over the rights-of-way owned by Grantor on the Protected Property. Grantor has the right, after prior written notice to Grantee, to temporarily restrict access by the general public for safety purposes over nonpublic roads in order to undertake maintenance, and for safety purposes, to prevent degradation of the roads during periods of water-saturated soils, and for other purposes approved by Grantee. Grantor is under no obligation to maintain such roads for vehicular use by the general public, and Grantee shall have the right to undertake such maintenance at its own cost after notice to Grantor. Grantee reserves the right to build and maintain additional access roads and parking areas for public use.
- E) Signage. Grantee may install and maintain small unlighted signs on the Protected Property for the purposes of, but not limited to, identifying trails, informing the public that the Protected Property is a private property conserved by this Easement, directing public use and conduct, educating the public about forestry and conservation, and any information otherwise related to the Purpose, terms and conditions of this Easement. Grantee shall provide reasonable notice to Grantor prior to any placement of new signs.
- F) Restoration of Recreational Improvements (hereinafter "Improvements"). Recreational Improvements are hereby defined as those structures constructed, placed and maintained by the Grantee, such as, but not limited to, picnic tables, benches, bike racks, trash cans, bridges, culverts, and signs. When such Improvements cease to be used, as evidenced by the cessation of their use and lack of maintenance results in an unsafe condition, a danger to human health or a threat to the environment, the Improvements shall be removed by Grantee, the site of such Improvements shall be allowed to return to a natural condition, and the Grantee shall remove any utilities at Grantee's cost and expense.
- G) Insurance: Prior to commencement of installation of Improvements by Grantee pursuant to this Section, Grantee, its contractors, subcontractors, agents, successors, and assigns, shall obtain and shall maintain liability insurance and such other insurance reasonably required by Grantor, including but not limited to worker's compensation insurance, issued in a form and by an insurance company acceptable to Grantor. Grantee, its

contractors, subcontractors, agents, successors, and assigns shall cause Grantor or Grantor's assigns to be an additional named insured on all policies of liability insurance. Grantee, its contractors, subcontractors, agents, successors, and assigns shall instruct the carrier to provide 30 days notice of cancellation to Grantor and, upon request by Grantor, shall deliver to Grantor certificates of insurance evidencing compliance with this Section 2.5G. Grantee shall maintain liability insurance, as described in this Section 2.5G during and after installation of Improvements by Grantee for so long as this Easement shall continue.

Section III

RESTRICTIONS AND COVENANTS

Notwithstanding any provision to the contrary contained in this Easement, the Grantor reserves for itself and its heirs, successors and assigns the "Reserved Rights" set forth in this Section III. The exercise of all Reserved Rights will be in full accordance with all applicable local, state and federal laws and regulations, as well as in accordance with the Purpose of this Easement. Grantor hereby agrees to give written notice to the Grantee prior to exercising the following Reserved Rights, since exercise of these rights may reasonably be expected to have an adverse impact on the Conservation Values being protected:

- a) Subdivision of the Protected Property as defined in paragraph 3.2;
 - b) clearing for or construction of any New Road, as defined in paragraph 3.4;
 - c) construction of any New Impoundments, and other wetland improvements, as defined in paragraph 3.7;
 - d) the clearing and construction of inlets to the Greenway Trail System from contiguous property to the north of the Protected Property, pursuant to paragraphs 2.3 and 2.5B;
- 3.1 Uses. Except as otherwise provided in this Section III, there shall be no commercial or industrial activity undertaken or allowed on the Protected Property. No rights of passage, rights of way, or easements across or upon the Protected Property shall be allowed or granted to third parties for any uses incompatible with the Purpose of this Easement. Not more than a *deminimus* use of the Protected Property for commercial outdoor, recreational activities is permitted, as defined in Section 2.2 above.

3.2 Subdivision. The Protected Property may be subdivided, but only as part of the subdivision of contiguous land and the consolidation of parcels. Neither the Grantor nor the Grantee intend to restrict the conveyance of these smaller parcels that are, with prior written consent of the Grantee, necessary for legal purposes that do not negatively affect the Conservation Values of this Easement, such as the minor adjustment of boundaries or consolidation of parcels, so long as such conveyances are a) accomplished via deed and recorded pursuant to state conveyancing regulations; b) are agreed to in writing by the Grantee, which agreement shall not be unreasonably withheld; and c) are subject to the terms and conditions of this Easement and d) language included therein which specifically restricts that parcel or parcels from any development, particularly residential development, other than as stated in Section III of this Easement.

3.3 Structures. There shall be no construction or placing of buildings, docks, bridges, or other structures, other than Improvements, as defined in Section 2.5F above, including, but not limited to, transmission or receiving towers, energy facilities, or water tanks, nor any mobile homes, house trailers, temporary shelter or vehicles of any sort providing living quarters on the Protected Property. However, the Grantor reserves the following rights pertaining to other structures:

a) The right to construct, maintain, repair, replace and relocate gates, bridges, and wildlife observation platforms.

b) If necessary for management purposes, the right to construct, repair and maintain new fences within the Protected Property, provided, however, that such new fence construction shall not have a negative affect on the movement of wildlife onto or off of the Protected Property, and shall be subject to the approval of the Grantee, which shall not be unreasonably withheld.

c) All Improvements shall be constructed within areas specified and agreed upon by the Grantor and Grantee so as not to impair the Conservation Values of the Protected Property, the intent and Purpose of this Easement and in accordance with applicable law.

d) The Grantor reserves the right to place and maintain wells and septic systems for any Improvements on the Protected Property. Any new septic drain system must be located a minimum distance of one hundred (100) feet from any wetland, or perennial

stream, or in accordance with existing governmental regulations, whichever is the greater distance.

e) The right to install, maintain, and replace all necessary utility systems for any existing structures or Improvements on the Protected Property. At Grantor's election, to bury or otherwise camouflage all utility systems or extensions of the existing utility systems. Grantor reserves the right to tie into the existing sewer line on contiguous land to the north of the Protected Property for the benefit of real property currently owned by the Grantor (or the Grantor's transferees and assigns) other than the Protected Property. Any changes to the topography of the Protected Property shall be returned to the condition immediately prior to such activity and shall not harm any Conservation Values.

- 3.4 Roads. There shall be no building of any new roads, nor widening of existing roads; however, the Grantor reserves the right to (a) maintain and replace existing roads at the same location with roads of like size and composition, and (b) construct new roads as provided in Sections 2.5D and 3.9C of this Easement. Maintenance of roads shall be limited to practices for non-paved roads, such as the removal of dead vegetation, necessary pruning or removal of hazardous trees and plants, application of permeable materials necessary to correct erosion, placement of culverts, water control structures, and bridges, and maintenance of roadside ditches.
- 3.5 Trails. The right to establish, build and maintain the Greenways Trail System on the Protected Property, shall be retained by the Grantee as established within Section II above.
- 3.6 Leases. There shall be no leasing of the Protected Property, however, the Grantor reserves the right to lease, or grant other less-than-fee interests in all or a portion of the Protected Property for any use permitted to the Grantor under this Easement, provided that such lease or other interest is consistent with and subject to the terms of this Easement, and is not of a nature or terms as to constitute an impermissible subdivision of the Protected Property, and no lease or license may be for a term longer than one year.
- 3.7 Water Resources. (a) The right to develop and maintain those water resources and wetlands on the Protected Property necessary to wildlife, private recreation, farming, and other agricultural uses permitted by this Easement, so long as such development and maintenance does not impair any of the water resources or wetlands existing on the

Protected Property at the time of this Easement and shown in the Report. Permitted activities shall include, but are not limited to, the right to develop, restore and enhance water resources for fisheries and wildlife improvement; and the right to undertake bank stabilization measures and stream and watercourse restoration.

(b) The right to construct, repair, replace or maintain wetland impoundments, levees, control gates and water control structures for restoration, demonstration and educational purposes.

(d) The right to construct new impoundments ("New Impoundments") and water control structures. The New Impoundments are recognized by both Grantor and Grantee as beneficial to waterfowl, and other wetland dependent plants and animals. To the greatest extent feasible and practical, management of the New Impoundments will be carried out in a manner that is conducive to providing feeding and nesting habitat for waterfowl, shorebirds, wading birds and birds of prey. Within both the existing and New Impoundments internal ditching and diking will be allowed.

3.8 Vegetation Maintenance. (a) The right to cut and remove grass or other vegetation, and to perform routine upkeep, maintenance, landscaping, including the planting of trees, shrubs, flowers, and other native and non-native plant species, consistent with the Purpose of this Easement, immediately around any permitted structures on the Protected Property. Subject to other provisions of this Easement, the right to selectively cut, burn, mow and clear trees and vegetation in existing fields for wildlife habitat enhancement and protection. (b) The right to undertake activities for fire protection, road maintenance, tick, fire ant, and mosquito control. If and when the Grantor elects to undertake the activities described in this Section 3.8, then all such activities shall be undertaken in order to protect the condition of the Protected Property at the time of this Easement as shown in the Report or to improve the Protected Property for wildlife habitat.

3.9 Topography and Minerals. There will be no filling, excavating, dredging, mining, drilling or use of any surface mining method; no removal of topsoil, sand, gravel, rock, peat, minerals, gas, oil, or other hydrocarbon products or other materials; and no change in the topography of the land in any manner except that all minerals, gas, oil and other hydrocarbon rights are reserved by Grantor and not conveyed by this Easement; provided that Grantor reserves to itself and its assigns and to all predecessors in title, their heirs,

grantees, personal representatives and assigns who have reserved or conveyed title to such mineral, gas, oil and other hydrocarbon rights, all interest in minerals, gas, oil and other hydrocarbon products found or to be found in, on or under the Protected Property provided that Grantor shall cause any persons exploring for, developing or extracting minerals, gas, oil or related hydrocarbon products on or under the Protected Property shall insure the following:

- A. No water shall be utilized on the Protected Property which would cause interference with surface water rights of Grantor, the wells and streams which exist on the Protected Property, or other sources of water on the Protected Property, utilized by Grantor for agricultural or residential purposes.
- B. Whenever possible, access to exploration and/or extraction sites of minerals, gas, oil, or related hydrocarbons products shall be by existing roads.
- C. Any new road shall conform to the standards of this Easement.
- D. Any surface disturbance resulting from permitted subsurface exploration or extraction activities shall be restored upon completion to a condition similar or equivalent to its state prior to the disturbance, by restoring soils and replanting suitable domestic vegetation.
- E. Any wastewater resulting from such activities which is of materially poorer quality than the existing water supplies shall be treated so that its quality is substantially equivalent to existing water supplies.
- F. There shall be no exploration or extraction of minerals, gas, oil or related hydrocarbons by any surface mining method, within the meaning of Section 170(h)(5)(B) of the Code and the regulations promulgated there under, nor shall there be any exploration or extraction by any surface mining method if such activity would, in the sole judgment of the Grantee, result in the destruction of a significant natural, scenic wildlife habitat, or other conservation attribute of the Protected Property.
- G. The Grantor shall provide Grantee with advance written notice at least sixty (60) days prior to engaging in any exploration for or extraction of (or leasing, selling, or otherwise disposing of the rights thereto) minerals, gas, oil and other hydrocarbon products from beneath the Protected Property whether or not such

exploration or extraction (or leasing, selling, or otherwise disposing of the rights thereto) could result in any surface disturbance.

- 3.10 Exotics. Except for planting practices that are undertaken in conjunction with the standard of practice within the area, there shall be no introduction of non-native plant or animal species. If the introduction of non-native plant or animal species onto or in the immediate vicinity of the Protected Property is undertaken by Grantor, and such activity is a threat to the Conservation Values on the Protected Property, or is adverse to the intent and Purpose of this Easement, Grantor will cease such activity and remove said non-native plant or animal species immediately and return the Protected Property to its condition at the time of this Easement as shown in the Report. Any damage to the Protected Property and its Conservation Values as a result of activity undertaken herein, shall constitute a breach of the terms and conditions of this Easement.
- 3.11 Environmental Credits and Government Programs. In addition to those rights reserved under this Section III, the right to participate in future conservation, preservation, or mitigation programs existing now or permitted in the future for any activity or use permitted on the Protected Property under this Easement, including but not limited to the Farm Bill Conservation Programs, the Partners for Wildlife Program, carbon sequestration /greenhouse gas credits, endangered species credits, water quality credits, and ground water credits.
- 3.12 Refuse and Underground Storage Tanks. No portion of the Protected Property shall be used for sanitary landfill, for the installation of any underground storage tanks, for the installation and use of an incinerator for the destruction of waste material or for the dumping, storing, disposal or treatment of refuse, trash, garbage, rubbish, junk, ashes, or hazardous substances or waste.
- 3.13 Pollutants. There shall be no release, generation, treatment, disposal, or abandonment by either Grantor or Grantee on the Protected Property of a 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, soil, or in any way harmful or threatening to human health or the environment. But, the Grantor reserves the right to use agrichemicals, including, but not limited to, fertilizers, biocides, herbicides and rodenticides, for eradication of weeds and other invasive species but only

in those amounts and with that frequency of application constituting the minimum necessary to accomplish and retain biodiversity of plant-life and that does not harm the Conservation Values protected by the terms of this Easement. Notwithstanding the foregoing sentence, no use of agrichemicals will be made if such use would result in (i) contamination of any source of water, (ii) any significant impairment of any natural ecosystem or process on the Protected Property. Except as otherwise provided by law, Grantor shall not, because of this Easement, have a duty to remediate substances placed on the Protected Property by persons other than Grantor.

- 3.14 Signs. There shall be no construction or placing of signs, other than those permitted in Section 2.5 above.
- 3.15 Timber. There shall be no clear-cutting or harvesting of timber on or from the Protected Property, however, the Grantor reserves the right to (a) cut and/or harvest dead or diseased trees and trees that present hazards to persons or property and to clear brush and trim trees affecting structures and residences within the immediate vicinity of same, (b) to undertake management activities, but NOT the harvest of any trees for commercial or personal use.
- 3.16 Nuisance Animals. The right to control nuisance animals, including, but not limited to, coyote, armadillo, beaver, and nutria, by the appropriate use of legal control techniques according to local, state and federal laws and regulations customarily in use in the area at the time of occurrence of the problem. Where possible, all measures used for such control will be limited in their application to specific animals which have caused damage to livestock or other wildlife including, without limitation, endangered or threatened species of birds or wildlife, or to other property; provided, however, that if it is not possible to identify a specific predator or problem animal or when historic data indicates that a sufficient threat exists, Grantor may use appropriate preventive control techniques, such as the use of explosives for the removal of beaver dams. Grantor shall have the right to control rodents by any available lawful means which Grantor, in its sole discretion, desires to employ, so long as the intent and Purpose of this Easement is maintained.
- 3.17 Use Inconsistent with Purpose. The parties recognize that this Easement cannot address every circumstance that may arise in the future. The Grantor has the right to engage in

any and all acts or uses not expressly prohibited herein that are not inconsistent with the Purpose of this Easement. Any use or activity not reserved in Section III which is inconsistent with the Purpose of this Easement or which materially threatens the Purpose of this Easement is prohibited. In the event that there is a dispute between the Grantor and the Grantee as to whether or not an activity or use is prohibited under this Section 3.17, the parties will mediate the matter in accordance with the provisions of Section 4.19 of this Easement.

Section IV

GENERAL COVENANTS

- 4.1 Baseline Documentation Report. The specific conservation values of the Protected Property on the date of this Easement are documented in the Baseline Documentation Report ("Report"), dated of even date herewith, a copy of which is on file with both the Grantor and the Grantee. Both parties agree the Report provides an accurate representation of the Protected Property and the condition of the same as of the date of this Easement as required by Treasury Reg. 1.170A-14(g)(5), and is intended to serve as an objective informational baseline for monitoring compliance with the terms of this Easement, and may include:
- A) The appropriate survey maps from the United States Geological Survey, showing the property line of the Protected Property and other contiguous or nearby protected areas;
 - B) A map of the area drawn to scale showing all existing man-made improvements or incursions (such as roads, buildings, fences, or gravel pits), vegetation and identification of flora and fauna (including, for example, rare species locations, animal breeding and roosting areas, and migration routes), land use history (including present uses and recent past disturbances), and distinct natural features (such as large trees and aquatic areas);
 - C) An aerial photograph of the Protected Property at an appropriate scale taken as close as possible to the date the donation is made; and
 - D) On-site photographs taken at appropriate locations on the Protected Property; and other documentation possessed (at present or in the future) by the Grantor which the Grantor shall make available to the Grantee, its successors and assigns, which documentation

establishes the conditions of the Protected Property at the date of this Easement as required by Treasury Reg. 1.170A-14(g)(5). The parties intend that the Report shall be used by Grantee to monitor Grantor's future uses of the Protected Property and practices thereon. The parties further agree that, in the event a controversy arises with respect to the condition of the Protected Property or a particular resource thereof, the parties shall not be foreclosed from utilizing any other relevant document, survey, or report to assist in the resolution of the controversy. Grantor and Grantee recognize that changes in agricultural technologies, including accepted farm and forest management practices may result in an evolution of agricultural activities on the Protected Property. Such evolution shall be permitted so long as it is consistent with the Purpose of this Easement, and does not in any way materially impair or interfere with the conservation values of the Protected Property.

- 4.2 Cost of Ownership. Grantor, shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership of the Protected Property. Any and all costs and liabilities associated with the operation, upkeep, and maintenance of the Greenways Trail System, including the maintenance of adequate liability insurance coverage shall be the responsibility of the Grantee. Grantor's responsibility includes the payment of any and all real estate taxes or assessments levied on the Protected Property by authorized local, county, state or federal officials. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Easement. Nothing in this Easement shall be construed as giving rise, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any of Grantor's activities on the Protected Property, or otherwise to become an operator with respect to the Protected Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and the corresponding state statutes.

Grantee assumes the responsibility for any and all insurance coverage necessary by law and practice, for the Greenway Trail System and the Protected Property.

- 4.3 Indemnification. Grantor hereby releases and agrees to hold harmless, indemnify, and defend Grantee; its members, directors, officers, employees, agents, and contractors and

their heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including without limitation, reasonable attorney's fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property resulting from any act, omission, condition, or other matter related to or occurring on or about the Protected Property, to the extent caused by the negligence of Grantor; (2) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including, without limitations, CERCLA and the corresponding state statutes by Grantor; and (3) the presence or release in, on, from, or about the Protected Property, at any time, or 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, was caused by Grantor after the date of this Easement.

- 4.4 Public Access. Grantor does permit access to the general public on ONLY those areas of the Protected Property designated as the Greenway Trail System, its trail heads, actual trails, pathways, and parking lots, as posted as open to the public. No right of access to the general public is permitted in areas marked as "private" or otherwise restricted to use by the Grantor and Grantee.
- 4.5 Subsequent Conveyances. The Grantor shall include reference to all terms and conditions of this Easement in any subsequent deed, or legal instrument by which the Grantor divests itself of either the fee simple in all or part of the Protected Property, or its possessory interest in any portion of the Protected Property. The Grantor shall notify the Grantee in writing of any changes in ownership, transfer of title or other conveyance of the Protected Property.
- 4.6 Subsequent Liens. No provision of this Easement should be construed as impairing the ability of the Grantor to use this Protected Property as collateral for a subsequent monetary loan or other form of borrowing.

- 4.7 Notices/Approvals. Any notices or approval requests required in this Easement will be sent by registered or certified mail, or commercial overnight carrier, to the following addresses below or to such address as may be hereafter specified by notice in writing.

GRANTEE

North Mississippi Land Trust
316 West Commerce Street
Hernando, MS 38632.

With copy to:

DeSoto County Greenways
316 West Commerce Street
Hernando, MS 38632.

GRANTOR:

Greenways, LLC
Attn: Curtis M. Seale
P.O. Box 16269
Jackson, MS 39236-6269

- 4.8 Severability. In the event any provision of this Easement is determined by the appropriate court to be void and unenforceable, all remaining terms will remain valid and binding.
- 4.9 Perpetuity. The burdens of this Easement will run with the Protected Property and will be enforceable against the Grantor and all future owners in perpetuity during the period of such ownership.
- 4.10 Assignment by Grantee. The benefits of this Easement shall be in gross and shall be assignable by the Grantee, only upon the following conditions: (i) the Grantee must require that the Purpose of this Easement continues to be carried out, and (ii) the assignee, at the time of the assignment, must qualify under Section 170(h) of the Code, and applicable regulations thereunder, and under Mississippi law and must be eligible to receive this Easement directly. In the event Grantee ceases to exist or exists but no longer as a tax exempt, non-profit organization, qualified under Section 501(c)(3) of the Code, this Easement shall automatically become vested in a tax exempt, non-profit

organization qualified under Section 501(c)(3) and 170(h)(3) of the Code and which has experience in holding similar conservation easements as designated by the then owner of the Protected Property.

- 4.11 Judicial Extinguishment. If a subsequent, unexpected change in the conditions of the Protected Property or the surrounding property, make impossible or impractical the continued use of the Protected Property for conservation purposes, the Easement shall be extinguished by judicial proceeding and all the Grantee's proceeds, if any, from a subsequent sale or exchange of the Protected Property shall be used for conservation purposes.
- 4.12 Limitations on Extinguishment. If circumstances arise in the future that render the purpose of the Easement impossible to accomplish, the Easement can only be terminated or extinguished, whether with respect to all or part of the Protected Property, by judicial proceedings in a court of competent jurisdiction. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Protected Property (or any other property received in connection with an exchange or involuntary conversion of the Protected Property) after such termination or extinguishment, and after the satisfaction of prior claims and net of any costs or expenses associated with such sale, Grantor and Grantee shall divide the proceeds from such sale (minus any amount attributable to the value of improvements made by Grantor after the effective date of the Easement, which amount is reserved to Grantor) in accordance with their respective percentage interests in the fair market value of the Protected Property, as such percentage interests are determined under the provisions of Section 4.13, adjusted, if necessary, to reflect a partial termination or extinguishment of the Easement. All such proceeds received by Grantee shall be used by Grantee in a manner consistent with Grantee's corporate purposes as of the effective date of the Easement.
- 4.13 Percentage Interests. For purposes of this paragraph, the parties hereto stipulate that as of the effective date of this Easement, the Easement and the restricted fee interest in the Protected Property each represent a percentage interest in the fair market value of the Protected Property. Said percentage interests shall be determined by the ratio of the value of the Easement on the effective date of this Easement to the value of the Protected Property, without deduction for the value of the Easement, on the effective date of this

Easement. The values on the effective date of this Easement shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this Easement, pursuant to Section 170(h) of the Code. For purposes of this paragraph, the ratio (as finally determined in accordance with the preceding sentence) of the value of the Easement in proportion to the value of the Protected Property unencumbered by the Easement shall remain constant, and the percentage interests of Grantor and Grantee in the fair market value of the Protected Property thereby determinable shall remain constant (except to reflect any such amendment).

- 4.14 Eminent Domain/Condemnation. Whenever all or part of the Protected Property is taken in exercise of eminent domain by public, corporate or other authority so as to abrogate the restrictions imposed by this Easement, the net proceeds (including, for purposes of this section, proceeds from any lawful sale of the Protected Property unencumbered by the restrictions hereunder) will be distributed between the Grantor and the Grantee in shares in proportion to the fair market value of their interests in the Protected Property on the date of the execution of this Easement. The Grantee shall use its share of the net proceeds for conservation purposes.
- 4.15 Amendments. This Easement shall not be amended, modified, or terminated except in writing in a document signed by Grantor and Grantee. No amendment shall be allowed that would adversely affect the qualifications of this Easement as a charitable gift or the status of the Grantee under any applicable laws, including Section 170(h) of the Code or the laws of Mississippi. Any such amendment shall be consistent with the Purpose of this Easement, shall not affect its perpetual duration, shall not permit additional development other than development permitted by this Easement on its effective date, and shall not permit any impairment of the significant conservation values of the Protected Property. Any such amendment shall be recorded in the land records of the Chancery Clerk of DeSoto County, MS. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment.
- 4.16 Notice of Breach, Enforcement, and Grantee's Remedies. Grantee has the right to enforce this Easement by proceedings in law and in equity, including without limitation the right to require the restoration of the Protected Property to a condition existing immediately prior to the violation complained of in compliance herewith. If Grantee

determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the Purpose herein, to restore the portion of the Protected Property so injured to the condition existing immediately prior to the violation complained of. 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, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement, including damages, costs, and attorney's fees, or to require the restoration of the Protected Property to the condition that existed immediately prior to any such injury. Without limiting Grantor's liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Protected Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this Section without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this Section apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees 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 this Section, 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 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Nothing herein shall be construed to entitle Grantee to institute any proceedings

against Grantor for any changes to the Protected Property due to causes beyond Grantor's control such as changes occurring due to natural causes or unauthorized wrongful acts of third parties.

- 4.18 Waiver of Rights. Grantee, its successors or assigns, does not waive or forfeit the right to take action as may be necessary to insure compliance with this Easement by any prior failure to act. The rights hereby granted will be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for enforcement of this Easement.
- 4.19 Mediation. If a matter arises that is to be arbitrated pursuant to Section 3.17, then the Grantor and Grantee shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of thirty (30) days, unless there is damage to any Conservation Values and it is imperative, in the sole judgment of the Grantee, that resolution take place immediately and prior to elapse of the thirty (30) day period, then, upon notice by either party to the other, all such disputes, claims, questions, or differences shall be submitted to mediation. If a mediator cannot be agreed upon by the Grantor and Grantee, then each shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator, assisting the parties in attempting to reach a resolution. All parties to the mediation shall share equally in its cost. If the dispute or claim is resolved successfully through the mediation, the resolution will be documented by a written agreement executed by all parties. If the mediation does not successfully resolve the dispute or claim, then the parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of this Easement and other rights and remedies afforded to them by law.
- 4.20 Warranty of Title. Grantor hereby warrants and represents that the Grantor is seized of the Protected Property in fee simple and has the right to grant and convey this Easement in perpetuity, that the Protected Property is **not** free and clear of any and all encumbrances, that relevant subordinations have been placed of record, and that the Grantee and its successors and assigns shall have the use of and enjoy all of the benefits derived from and arising out of this Easement.

- 4.21 Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of Mississippi.
- 4.22 Filing. The Grantor shall file this instrument and any amendment in the official land records as soon as is practicable after all signatures have been obtained and the Grantee may re-file it and any amendments to the Easement at any time as may be required to preserve its rights in this Easement.
- 4.23 No Extinguishment Through Merger. Grantor and Grantee herein agree that should Grantee (or any successor Grantee) come to own all or a portion of the fee interest in the Protected Property, (i) said Grantee as successor in title to Grantor shall observe and be bound by the obligations of Grantor and the restrictions imposed upon the Protected Property by this Easement, (ii) this Easement shall not be extinguished, in whole or in part, through the doctrine of merger in view of the public interest in its enforcement; and (iii) said Grantee as promptly as practicable shall assign the Grantee interests in this Easement of record to another holder in conformity with the requirements of this Section. Any instrument of assignment of this Easement or the rights conveyed herein shall refer to the provisions of this Section, and shall contain language necessary to continue it in force.
- 4.24 Recording and Re-Recording. The Grantor shall record this instrument and any amendment in the official land records as soon as is practicable after all signatures have been obtained and the Grantee may re-record it and any amendments to the Easement at any time as may be required to preserve its rights in this Easement.
- 4.25 Entire Agreement and Counterparts. This instrument sets forth the entire agreement of the parties with respect to the Easement and supercedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. This Easement may be executed in multiple counterparts. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 4.15.
- 4.26 Prior Easements and Documents of Record. This Easement is subject to any and all easements, unsubordinated liens and other documents of record pertaining to the Protected Property, most particularly the DRACUA utility easement which runs east to

west on the Protected Property, and which is recorded at Deed Book 608, Page 124 with the DeSoto County Chancery Clerk, DeSoto County, MS.

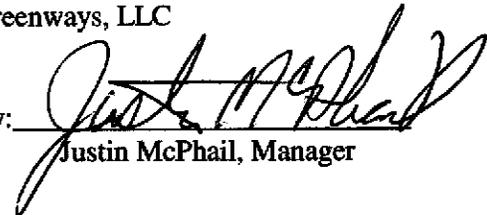
Consequently, the terms and conditions of this Easement are subject to the terms and conditions of any such documentation recorded prior to the date of this Easement, unless properly subordinated.

4.27 LEGAL, TAX, AND OTHER ADVICE. GRANTOR REPRESENTS THAT IT HAS CONSULTED GRANTOR'S ATTORNEY, ACCOUNTANT, AND OTHER APPROPRIATE EXPERTS FOR ADVICE RELATING TO THIS CONSERVATION EASEMENT AND ANY POTENTIAL TAX BENEFITS THAT MAY INURE TO GRANTOR IN CONNECTION WITH THIS EASEMENT. GRANTEE REPRESENTS THAT GRANTOR HAS RECEIVED NO GOODS OR SERVICES IN EXCHANGE FOR THIS EASEMENT. GRANTOR WARRANTS, REPRESENTS AND AGREES THAT GRANTEE HAS MADE NO WARRANTY OR REPRESENTATION RELATING TO (A) THE VALUE OF THE PROPERTY OR METHODOLOGY OR TECHNIQUES USED OR USEFUL IN ASCERTAINING OR APPRAISING THE VALUE OF THE PROPERTY (EITHER BEFORE OR AFTER THE GRANTING OF THIS CONSERVATION EASEMENT), (B) ANY ENTITLEMENT TO TAX BENEFITS BY GRANTOR OR THE AMOUNT OF ANY SUCH BENEFITS, OR (C) WHETHER THE CONVEYANCE BY GRANTOR OF THIS CONSERVATION EASEMENT CONSTITUTES A "QUALIFIED CONSERVATION CONTRIBUTION," AS SUCH TERM IS DEFINED IN SECTION 170(H) OF THE CODE.

TO HAVE AND TO HOLD this Easement together with all and singular the appurtenances and privileges belonging or in any way pertaining thereto, either in law or equity, either in possession or expectancy, for the proper use and benefit of the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has signed this instrument on this 17th day of JUNE, 2010 and the Grantee has caused this Easement to be signed in its name by its Manager.

Greenways, LLC

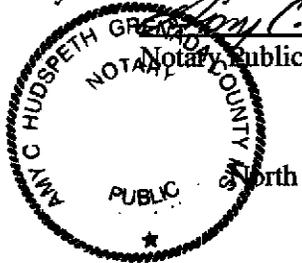
By: 
Justin McPhail, Manager

X

STATE OF MISSISSIPPI
COUNTY OF Grenada

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of June, 2010, within my jurisdiction, the within named **Justin McPhail**, who acknowledged that (he) (she) is the manager of Greenways, LLC, a Mississippi manager-managed limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

My commission expires:
10-18-13



North Mississippi Land Trust

By: [Signature]
Printed Name: LARRY JARRETT
Title: Property Manager

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 19 day of July, 2010, within my jurisdiction, the within named Larry Jarrett, who acknowledged that (he) (she) is Property Manager of North Mississippi Land Trust, a Mississippi non-profit corporation, and that for and on behalf of the said corporation, and as its act and deed (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

My commission expires:

My Commission Expires January 2, 2012

W.E. 'Bluxo' Davis, III
Notary Public
J Brown DC



Exhibit A

An 19.50 acre, more or less, a variable width Greenway Easement being located in the Northwest Quarter and the Northeast Quarter of Section 15, Township 2 South, Range 9 West, Town of Walls, DeSoto County, Mississippi and being out of and a part of a Tract of land as conveyed to the Bluff's At DeSoto Crossing, LLC as recorded in Deed Book 573, Page 761, in the Chancery Clerk's Office of DeSoto County, Mississippi and being more particularly described as follows:

Commencing at a 10" fence corner post found at the corner common to Sections 9, 10, 15 & 16, Township 2 South, Range 9 West, DeSoto County, Mississippi; thence South 00 degrees 18 minutes 56 seconds East 560.26 feet to a point on the West line of the Bluff's at DeSoto Crossing Tract (Deed Book 573, Page 761) said point being the true Point of Beginning of the herein described Easement; thence along the South line of the 50' DCRUA Easement (Deed Book 608, Page 124) South 86 degrees 03 minutes 00 seconds East 711.03 feet; thence along the South line of the 50' DCRUA Easement (Deed Book 608, Page 124) South 80 degrees 28 minutes 13 seconds East 228.31 feet; thence along the South line of the 50' DCRUA Easement (Deed Book 608, Page 124) South 09 Degrees 31 minutes 47 seconds West 15.00 feet; thence along the South line of the 50' DCRUA Easement (Deed Book 608, Page 124) South 80 degrees 28 minutes 13 seconds East 110.00 feet; thence along the South line of the 50' DCRUA Easement (Deed Book 608, Page 124) North 09 degrees 31 minutes 47 seconds East 15.00 feet; thence along the South line of the 50' DCRUA Easement (Deed Book 608, Page 124) South 80 degrees 28 minutes 13 seconds East 276.88 feet; thence along the South line of the 50' DCRUA Easement (Deed Book 608, Page 124) South 09 degrees 31 minutes 47 seconds West 15.00 feet; thence along the South line of the 50' DCRUA Easement (Deed Book 608, Page 124) South 80 degrees 28 minutes 13 seconds East 110.00 feet; thence along the South line of the 50' DCRUA Easement (Deed Book 608, Page 124) North 09 degrees 31 minutes 47 seconds East 15.00 feet; thence along the South line of the 50' DCRUA Easement (Deed Book 608, Page 124) South 80 degrees 28 minutes 13 seconds East 275.51 feet; thence along the south line of the 50' DCRUA Easement (Deed Book 608, Page 124) South 89 degrees 13 minutes 22 seconds East 770.75 feet; thence along the South line of the 50' DCRUA Easement (Deed Book 608, Page 124) South 83 degrees 13 minutes 26 seconds East 849.22 feet; thence along the South line of the 50' DCRUA Easement (Deed Book 608, Page 124) South 43 degrees 36 minutes 34 seconds East 232.31 feet; thence along the South line of the 50' DCRUA Easement (Deed Book 608, Page 124) South 84 degrees 25 minutes 23 seconds East 673.34 feet; thence along the South line of the 50' DCRUA Easement (Deed Book 608, Page 124) South 71 degrees 36 minutes 20 seconds East 17.21 feet; thence along the South line of the 50' DCRUA Easement (Deed Book 608, Page 124), South 18 degrees 23 minutes 40 seconds West 15.00 feet; thence along the South line of the 50' DCRUA Easement (Deed Book 608, Page 124) South 71 degrees 36 minutes 20 seconds East 110.00 feet; thence along the South line of the 50' DCRUA Easement (Deed Book 608, Page 124) North 18 degrees 23

minutes 40 seconds East 15.00 feet; thence along the South line of the 50' DCRUA Easement (Deed Book 608, Page 124) South 71 degrees 36 minutes 20 seconds East 978.62 feet; thence along the West right of way line of Baldwin Road, South 00 degrees 07 minutes 53 seconds East 147.52 feet; thence along the South line of the Bluffs at DeSoto Crossing, LLC Tract (Deed Book 573, Page 671) North 64 degrees 17 minutes 00 seconds West 403.61 feet; thence along the South line of the Bluffs at DeSoto Crossing, LLC Tract (Deed Book 573, Page 671) North 73 degrees 38 minutes 47 seconds West 490.92 feet; thence along the South line of the Bluffs at DeSoto Crossing, LLC Tract (Deed Book 573, Page 671) North 81 degrees 27 minutes 53 seconds West 375.46 feet; thence along the South line of the Bluffs at DeSoto Crossing, LLC Tract (Deed Book 573, Page 671) North 88 degrees 32 minutes 00 seconds West 314.70 feet; thence along the South line of the Bluffs at DeSoto Crossing, LLC Tract (Deed Book 573, Page 671) North 83 degrees 56 minutes 12 seconds West 729.09 feet; thence along the South line of the Bluffs at DeSoto Crossing, LLC Tract (Deed Book 573, Page 671) North 61 degrees 02 minutes 10 seconds West 467.64 feet; thence along the South line of the Bluffs at DeSoto Crossing, LLC Tract (Deed Book 573, Page 671) South 89 degrees 26 minutes 59 seconds West 538.05 feet; thence along the South line of the Bluffs at DeSoto Crossing, LLC Tract (Deed Book 573, Page 671) North 82 degrees 13 minutes 42 seconds West 410.62 feet; thence along the South line of the Bluffs at DeSoto Crossing, LLC Tract (Deed Book 573, Page 671) North 84 degrees 56 minutes 18 seconds West 347.29 feet; thence along the South line of the Bluffs at DeSoto Crossing, LLC Tract (Deed Book 573, Page 671) North 82 degrees 35 minutes 17 seconds West 745.18 feet; thence along the South line of the Bluffs at DeSoto Crossing, LLC Tract (Deed Book 573, Page 671) North 80 degrees 52 minutes 47 seconds West 511.58 feet; thence North 00 degrees 18 minutes 58 seconds West 116.59 feet to the Point of Beginning and containing 849,531 square feet or 19.50 acres, more or less.

LESS AND EXCEPT any permanent or temporary easements dedicated to the DeSoto County Regional Utility Authority and Entergy Mississippi, Inc.

The preparer does not by this instrument certify validity of title nor the correctness of the description contained herein.

Exhibit B

**North Mississippi Land Trust/Desoto County Greenways
Trails Rules and Regulations
SUBJECT TO CHANGE OVER TIME WITHOUT NOTICE**

ARTICLE 1 - RESTRICTIONS ON TRAIL USE

The following restrictions apply to all trails built or maintained by the North Mississippi Land Trust (NMLT) and Desoto County Greenways (DCG) to all trail easements and rights of way under the jurisdiction of DCG.

1.1 Motorized vehicles restricted. No motorized vehicles whatsoever, including automobiles, trucks, farm or agricultural vehicles, motorcycles, motorbikes, motor scooters, go-carts, golf carts, snowmobiles, motorized bicycles, motorized skateboards, mopeds or all-terrain vehicles will be allowed on any DCG trail at any time. The following vehicles and uses are exempted from this prohibition:

1.1a Government maintenance vehicles, ambulance, law enforcement, fire or other emergency vehicles will be allowed to enter onto DCG trails in the course of carrying out their normal duties.

1.1b Construction or maintenance vehicles owned and operated by private contractors or utility companies holding easements may enter onto DCG trails subject to specific permission.

1.1d Agricultural, ranch or personal vehicles belonging to specific owners, their employees or assigns, may enter onto DCG trails subject to the terms of easements or agreements between DCG and individual landowners.

1.2 Allowed Uses. Bicycles, pedestrians, skates, skateboards, non-motorized scooters, and baby strollers are allowed on all trails at all times unless specifically prohibited and posted otherwise. All trail users will travel at safe speeds at all times.

1.3 Right of Way. In areas of mixed use, i.e. horses, bicycles and pedestrians, equestrians have the right of way in all circumstances. All traffic is to yield to equestrians. Bicycle or other wheeled traffic is to yield to pedestrians.

1.4 Fires Prohibited. Fires are prohibited at any location and at all times within the NMLT, trails, trail easements or trail facilities, including, but not limited to, parking areas, trail shoulders and borders, bridges and structures. The burning of noxious weeds or vegetation by those in the employ of, or acting as an official volunteer for, the NMLT is excepted.

1.5 Trespass Prohibited. It is prohibited to trespass from trails onto adjacent private lands except where specifically authorized by the owners or occupants of private lands.

1.6 Equestrian Use. Equestrian use is restricted to unpaved trail areas unless otherwise posted. Horse traffic is restricted to walk or trot speeds. Horses must be under control at all times. Buggies, carts, or other horse-drawn vehicles are prohibited from all trails.

1.7 Stop Required. Trail users shall stop at all road and driveway crossings and yield to any motorized traffic, except where the trail or NMLT takes precedence over a driveway crossing, in which case driveway users shall yield to trail or Corridor users. Trails and highways will be posted with informational signs designating intersections.

1.8 Dogs on Leashes. Dogs on trails must be leashed at all times.

ARTICLE 2 - RESTRICTIONS ON DCG TRAILS AND NMLT

The following restrictions apply to all DCG trails. These restrictions also apply to public use provided in any conservation easement held by NMLT, unless superseded by the specific terms of the conservation easement in question. Nothing contained herein limits or otherwise modifies rights reserved to the owner of fee simple property subject to a conservation easement held by the NMLT.

2.1 Camping Prohibited. Overnight camping is prohibited on NMLT and DCG Trails Properties.

2.2 Commercial Activities Limited. Commercial activities, provision of services, or any activity for which a fee may be charged are prohibited on any NMLT land except when specifically authorized. The exception to this will be the loading or unloading of horses, bicycles or other conveyances or persons at trailheads pursuant to use of the DCG trail or NMLT or other public trail systems.

2.3 Closed Areas. Entry onto or use of NMLT lands posted as closed is prohibited.

2.4 Fires Restricted. Fires are prohibited in all locations within the NMLT at all times. It is unlawful to burn fires in any location at any time in a careless manner, to leave a fire unattended, to burn any explosive or toxic materials, or to fail to extinguish fires completely.

2.5 Motorized Vehicles Restricted. Motorized vehicles are restricted to parking areas, driveways and other areas specifically posted for motor vehicle occupancy. The exception to this shall be DCG or other maintenance or construction vehicles specifically authorized for access, emergency vehicles acting in the line of duty, or private vehicles specifically authorized by DCG.

2.6 Domestic Livestock Prohibited. Domestic livestock is prohibited on DCG trails and NMLT properties except where specifically permitted pursuant to an agricultural lease. It is unlawful to chase or molest any livestock using DCG properties. All gates, fences, and other entry points must be closed in areas where livestock is permitted.

2.7 Firearms Prohibited. It is forbidden to discharge firearms or projectile weapons of any kind including paint ball guns on any DCG, NMLT or trails properties. The exception to this will be law officers discharging weapons in the line of duty.

2.8 Hunting Prohibited. All NMLT and Trails Properties are closed to hunting unless specifically authorized. Hunters may cross the NMLT to access adjacent public lands whereon they have the permission of the landowner to hunt.

2.9 Disorderly Conduct Prohibited. Disorderly conduct of any kind is prohibited on the NMLT and trails properties. Disorderly conduct includes, but is not limited to, making any coarse, annoying, derisive or obviously offensive utterance, gesture or display which tends to incite an immediate breach of the peace. Also fighting, littering or abandonment of private property, making excessive or amplified noise that would tend to disturb the peace and quiet of adjacent residents or occupants, or any other activity that deliberately infringes on the ability of others to use or enjoy the trail or trails facilities.

2.10 Hazardous Activities Prohibited. Hazardous activities of any kind are prohibited on the NMLT and trails Properties. Hazardous activities are defined as those activities, which might constitute or contribute to a hazard to the safety of any person. Such activities include, but are not limited to, use of fireworks or other explosives, use of remote-controlled craft, launching of missiles, and sledding. Exceptions or additions to these restrictions may be made in specific locations or circumstances.

2.11 Boating Restricted. Boat launching and landing is limited to sites designated for that purpose. Boating is limited to free-flowing waterways and is prohibited on intermittent or permanent lakes or ponds on NMLT lands. Man-made structures pursuant to boating such as access ramps, docks, kayak courses, or buoys are prohibited except in locations specifically authorized.

2.12 Vandalism Prohibited.

Vandalism, property damage or removal of resources or facilities is prohibited on any NMLT or DCG trails property. It is unlawful to remove, damage, deface, mutilate or destroy any structure, poster, sign, marker, fence, gate furniture, vegetation, rock, or any object of scientific or historic value or interest.

2.13 Dogs and Pets Restricted. Dogs, cats, and other pet animals must be leashed on trails. Posted leash laws or county or municipal laws or ordinances must be obeyed. Owners of uncontrolled dogs observed on the NMLT/DCG trail properties will be subject to being ejected from the trail. Dogs or other animals are prohibited in areas specifically posted for such prohibition. Dogs observed molesting or menacing any person, wildlife or livestock may be destroyed. Dog waste must be picked up and disposed of off-site in a safe and sanitary manner by owners or keepers.

2.14 Fishing Restricted. Fishing is permitted according to the regulations of the Mississippi Wildlife Fisheries and Parks, except where otherwise posted. A valid fishing license is required. Fishing is restricted to free-flowing waterways and is prohibited in intermittent or permanent ponds or lakes except where expressly allowed. Fishing access is by designated trails only.

2.15 Wildlife Protected. Wildlife is protected on all NMLT and DCG trails properties. Hunting, trapping, chasing, molesting, harming, removing, killing or otherwise disturbing wildlife on the NMLT and DCG trails properties is prohibited at all times and under all circumstances, with the exception of fishing (See Paragraph 2.15, above). Damaging or destroying the habitat of any species of wildlife is prohibited. Removing or destroying, native plants, bird or reptile eggs is prohibited. Nothing in this section shall prohibit trapping for research, management and monitoring purposes by a bona fide research group that has the permission of the landowner and/or the NMLT.

2.16 Littering and Waste Disposal Prohibited. Any disposal, depositing or abandonment of trash, garbage, grass cuttings, brush, tree limbs and branches, yard wastes, litter, waste paper, waste food products, human or animal wastes, toxic materials, oil and other mechanical waste products, animal parts, fire ash or other combustion byproducts, or other waste products on NMLT trails properties other than in designated containers and locations is prohibited.

2.17 Structures and Notices Prohibited. Construction of any kind not specifically authorized by the NMLT or DCG Property Coordinator is prohibited. Activities prohibited include, but are not limited to, excavations, ground clearing or grading, erection of permanent or temporary structures, erection of signs, posting of bills, notices or posters, fencing or clearing of vegetation, except that clearing of weeds by a designated employee of, or volunteer for, NMLT is allowed.

ARTICLE 3 – PERMITS AND SPECIAL USES REVIEW STANDARDS

This Article establishes review standards for uses of NMLT trail properties allowed only by permit. DCG may approve, approve with conditions, or deny applications for special uses of the NMLT trail properties.

3.1 The NMLT Manager or DCG Property Coordinator may condition a certification of consistency on the applicant agreeing to provide a surety bond in favor of NMLT or DCG in the

event that a Special Use Permit is granted, in the amount of at least two thousand dollars (\$2000.00), or other amount to be determined by the NMLT Manager or DCG Property Coordinator, or his/her designee. All Financial Security will be held for the duration of any special use permit. The bond will be conditioned upon:

3.1a Faithful compliance with the terms of a special use permit regulations, and policies of the NMLT.

3.1b The restoration and clean up of any site affected by the special use. Any re-vegetation needed to restore the site shall conform to the adopted NMLT and trail Guidelines, including the Weed Policy.

3.2 The NMLT Manager or DCG Property Coordinator may condition certification on the applicant's agreement to pay a use impact fee which is commensurate with the additional maintenance costs associated with the proposed use.

3.3 The NMLT Manager or DCG Property Coordinator shall make a written response to either approve of the proposed special use with or without conditions, or disapprove the proposed special use, within 45 days of receiving a written request for a special use. An applicant may appeal the determination of the NMLT Manager or DCG Property Coordinator to the Board of NMLT Directors within 15 days of receipt of the determination. The Board of Directors must issue a final determination within 30 days of hearing an appeal pursuant to this section.

ARTICLE 4 – EASEMENTS AND AGREEMENTS

The terms and conditions of Conservation Covenants or Trail Easements or other approved agreements between the NMLT and private property owners, other governments or grantors are incorporated into these regulations by reference. To the extent of any conflict between these regulations and the terms of conservation covenants, conservation easements or trail easements, the terms of such covenants or easements will control. Those terms and conditions shall be enforced under the provisions of this regulation as if they were set forth herein.

ARTICLE 5 – AMENDMENT

The NMLT Board of Directors may amend these rules and regulations from time to time. These rules shall apply to existing NMLT trails properties and to such trails and Desoto County Greenways properties as may be acquired by the NMLT from time to time or designated by DCG as being subject to these rules.

ARTICLE 6 – VIOLATIONS, ENFORCEMENT AND PENALTIES

6.1 Permission to use NMLT or DCG trails property may be revoked. Failure to abide by these rules for use of the NMLT and DCG trails may cause DCG to revoke permission to use or occupy the property.

6.2 Criminal Enforcement. The NMLT shall cooperate with local jurisdictions in reporting and enforcing penalties for violations of Federal, State, County and Municipal Codes occurring on the NMLT and DCG trails.

6.3 Civil Enforcement – In the event of any activity in violation of these Rules and Regulations, the DCG Attorney, in addition to other remedies provided by law or specified herein, may institute an injunction, mandamus, abatement, or other appropriate action or proceeding to prevent, enjoin, or abate any unlawful activity, or to remove any improvements on construction resulting from such unlawful activity. In the event that such unlawful activity has damaged any

DCG property, the violator shall be liable for any damage to DCG property resulting from any such unlawful activity, including, but not limited to, compensation for staff time and for use of DCG equipment to repair such damage. Any civil action or proceeding can include a claim to recover all such money damages.

ARTICLE 7 – POSTING

These regulations, or a summary thereof, will be posted at visible locations on NMLT and DCG trails properties. Full text of these regulations shall be available for public inspection at the offices of the NMLT Manager or the DCG Property Coordinator.