

**SUBORDINATION AGREEMENT**  
**WETLANDS RESERVE PROGRAM**  
**CONTRACT NO. 66-4423-9-6538**  
**Desoto County, Mississippi**

WHEREAS, the United States of America, acting by and through the Commodity Credit Corporation, (hereinafter referred to as the "United States") is the owner of rights in real property which are described in a Warranty Easement Deed dated September 20, 2001 from Larry K. DePriest, Landowner and Grantor, which is recorded in Book 0400, Page 481- 487, of the Office of the Chancery Clerk Records in the County of Desoto, State of Mississippi. These rights were acquired by the United States for the Wetlands Reserve Program ("WRP") under the authority found in 16 U.S.C. §§ 3837, *et seq.*, and are administered by the Natural Resources Conservation Services, United States Department of Agriculture pursuant to 7 C.F.R. Part 1467.

WHEREAS, the Warranty Easement Deed covers the following real property (hereinafter referred to as "Property") and described in "Exhibit A", which is attached hereto, and fully incorporated herein by reference.

WHEREAS, the Federal Highway Administration (FHWA) in cooperation with the Mississippi Transportation Commission, hereinafter referred to as "Commission" intends to acquire a permanent easement on the Property for the purpose of construction, use and maintenance of Interstate 69, Section of Independent Utility # 9 Project in Desoto County, Mississippi. The documents conveying the permanent easement are entitled "Indexing Instructions Parcel 1 and Parcel 2" (hereinafter referred to collectively as "Instrument") and copies are included in Exhibit B. The location of said easement is more particularly described in Exhibit B which is attached hereto and made a part hereof for all purposes.

WHEREAS, the United States may, under 16 U.S.C., § 3837e, modify a Warranty Easement Deed if the current owner agrees to such modification and the United States determines that the modification is desirable to carry out the purposes of the WRP, to facilitate the practical administration of the WRP or to achieve such other appropriate and consistent goals;

WHEREAS, this Subordination Agreement is, for the purposes of the WRP, a modification of the Warranty Easement Deed and the rights acquired by the United States under that Deed;

WHEREAS, the current owner(s) has agreed to this modification, as reflected in this Subordination Agreement;

WHEREAS, this modification, as reflected in this Subordination Agreement, is desirable to carry out the purposes of the WRP, to facilitate the practical administration of the WRP or to achieve such other appropriate and consistent goals, provided that there is full and complete compliance with all of the requirements of the Subordination Conditions;

NOW THEREFORE, for and in consideration of ONE AND NO/100 DOLLARS (\$1.00), the Commission compliance with all requirements of the Subordination Conditions and other good and valuable consideration, the receipt of which is hereby acknowledged, the United States does hereby subordinate its rights under the Warranty Easement Deed, to the rights of the Subordination Conditions, to the rights of the Commission under the Instrument.

**Subordination Conditions** – The subordination provided by the United States in this Subordination Agreement is expressly made subject to the Commission compliance with the following conditions:

1. Restoration of prior converted cropland would be the preferred method with a mitigation ratio of no less than 5:1 (minimum of 530 acres). This takes into account the wetland type (forested), wetland quality (high functional capacity), and 30-year easement already in place.
2. If a suitable area for restoration is not available, then preservation would be the next best alternative. The mitigation ratio should be no less than 8:1 (minimum of 848 acres). In addition, the wetlands to be preserved should be within the Coldwater River system.

**Rationale for Selecting the Marshall County Mitigation Sites:** Landscape-level features such as forest patch size, shape, connectivity, and surrounding land use are important attributes that affect wetland functions as well as the wildlife community. The negative effects of forest fragmentation on some species of birds have been well documented. These species, referred to as “forest interior” species, apparently respond negatively to unfavorable environmental conditions or biotic interactions in fragmented forests. Nests near forest edges have been found to experience higher rates of nest predation and parasitism by brown-headed cow-birds. Thus, as forests become fragmented into smaller and smaller blocks, the amount of “edge” habitat relative to the amount of “interior” habitat increases, leading to declines of species sensitive to such changes. Recent studies suggest that riparian corridors should be at least 300 meters wide to significantly reduce predation and brood parasitism on forest interior nesting species.

The reduced ratio for compensatory mitigation of the DePriest WRP site would be acceptable because the proposed Marshall County Mitigation Site (277.9-acre site and 25.27-acre addition) specifically addresses the above landscape-level feature concerns as follows: 1) The mitigation site is immediately adjacent to an existing 190.7-acre mitigation bank which is being managed and maintained by The Audubon Society; 2) The mitigation site will provide a riparian buffer that is greater than 300 meters along both sides of the Coldwater River; 3) The 25.27-acre addition will buffer the northeast boundary of the proposed mitigation site as well as the current Audubon Mitigation site; and 4) The mitigation site will connect the Audubon Mitigation Site with another patch of existing forested wetland (immediately east of Marshall County Mitigation Site).

**Important Considerations for Wetland Restoration:** Establishment of the characteristic plant community is important because of the intrinsic value of the plant community and the many attributes and processes of wetlands that are influenced by the plant community. For example, primary productivity, nutrient cycling, and the ability to provide a variety of habitats necessary to maintain local and regional diversity of animals are directly influenced by the plant community. In addition, the plant community of a river-connected wetland influences the quality of the physical habitat, nutrient status, and biological diversity of downstream systems. In addition, site-specific topography is one of the most

important physical factors affecting use by many wildlife species. For example, depressions on a floodplain pond water, sometimes for relatively long periods following rainfall or overflow events. These ponded areas provide excellent breeding habitat for a variety of semi-aquatic organisms such as salamanders and frogs (sites must retain water for a period sufficient for eggs to hatch or larvae to develop, generally 2 to 3 months). Slightly higher areas which do not flood are important to ground-dwelling species that cannot tolerate prolonged inundation. Small mammals that utilize forested wetland floodplains also benefit from the presence of higher areas in the floodplain. It is assumed that the more variable the surface of the wetland is, the greater the variety of wildlife species that will utilize it. Vegetation diversity on the horizontal plane derives from gap-phase regeneration dynamics and the complex patterns of alluvial deposition that produce interspersions of low ridges, swales, abandoned channel segments, and other features that differentially flood or pond rainwater, and support distinctively different plant communities. This structural diversity provides myriad habitat conditions for animals and allows numerous species to coexist in the same area. Topographic complexity results in plant community complexity, and this, along with ponded depressions of varying sizes and depths, greatly enhances the ability of the wetland to support the differing needs of a high diversity of aquatic, semi-aquatic, and terrestrial wildlife species.

**Conclusion: Compensatory Mitigation for WRP Contract No. 66-4423-9-6538:** The Marshall County Mitigation Site, about 277.9 acres, and additional area, about 25.27 acres, which total 303.17 acres, be accepted for compensatory mitigation of the 95.52 acres that will be impacted by I-69.

**Restoration of the Marshall County Mitigation Site:** This 303.7-acre mitigation site lies primarily in the 100-year floodplain of the Coldwater River. The site contains a series of drainage ditches, and has been utilized for cattle grazing and hay production in the past. The wetland restoration goal should be to restore the Mitigation Site to its historic condition, to the extent practicable, as a functional forested wetland and associated wildlife habitats.

**Hydrology Restoration:** The hydrology restoration goal should be to restore the original historic hydrologic regime, to the extent practicable, by installing earthen ditch plugs within existing drainage ditches. The goal is NOT to create a permanent impoundment, but to restore the natural hydrologic regime that would promote a wetland complex with varying hydroperiods.

**Restoration of Macrotopography:** Topographic complexity results in plant community complexity, and this, along with ponded depressions of varying sizes and depths, greatly enhances the ability of the wetland to support the differing needs of a high diversity of aquatic, semi-aquatic, and terrestrial wildlife species. However, when restoring wetland sites that exhibit uniform topography, restoring the hydrology alone (through plugging drainage ditches) will often not result in establishing the diversity of wetland habitats that previously existed prior to disturbance. Macrotopographic features (shallow depressions, swales, mounds, ridges) should be restored or created on at least 5 percent (15.5 acres) of the Mitigation Site. There are no fixed or rigid configurations that macrotopographic features must have to provide wildlife habitat. However, basins that are irregular in shape will increase edge and provide additional cover for wildlife utilizing the site. Basins should mimic swales, oxbows and river meanders, range from approximately 0.1 acre to 2.0 acres in size, and have variable water depths of 6 to 30 inches. Basin construction should result in side slopes with rough surfaces, an undulating bottom, and a ragged shoreline to promote a variety of micro-habitats. Fill material that is excavated from the basins can be

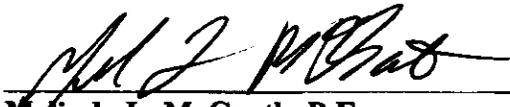
used to create upland habitat conditions such as mounds and ridges. Vary the height, shape, and location of mounds and ridges to promote a diversity of vegetative communities. Mounds and ridges typically should not exceed 30 inches in height. See Exhibit 5 for basin/mound configurations.

**Vegetation Establishment:** Once the appropriate hydrologic regime has been established and macrotopographic features installed, the Mitigation Site should be planted to a mixture of bottomland hardwood trees as follows: 1) A minimum of 10 species should be planted on 10-foot centers achieving a density of approximately 435 stems per acre; 2) 60 percent of the trees planted should be hard mast producers (minimum of 50% oaks); 3) 40 percent of the trees planted should be soft mast producers; and 4) Species should be matched with specific hydrologic regimes (water tolerance) and then planted randomly. See Exhibit 5 for acceptable tree species to plant.

The Warranty Easement Deed remains in full force and effect, subject only to the rights of the Commission acquired under the Instrument as modified by the Subordination Conditions.

Dated this 24<sup>th</sup> day of April, 2012.

**MISSISSIPPI TRANSPORTATION COMMISSION  
BY AND THROUGH THE EXECUTIVE DIRECTOR  
OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

  
\_\_\_\_\_  
Melinda L. McGrath, P.E.  
BL17 PG214

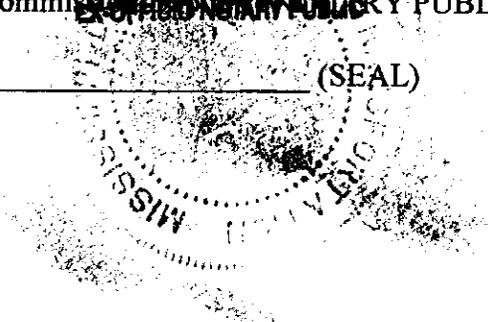
ACKNOWLEDGMENT

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24<sup>th</sup> day of April, 2012, within my jurisdiction, the within named Melinda L. McGrath, who acknowledged that she is the Executive Director of the Mississippi Department of Transportation and has been duly authorized by the Mississippi Transportation Commission, a political subdivision of the State of Mississippi, and that for and on behalf of said political subdivision, and as the act and deed of said political subdivision, she executed the above and foregoing instrument.

  
\_\_\_\_\_  
SECRETARY  
MISSISSIPPI TRANSPORTATION COMMISSION  
My Commission Expires \_\_\_\_\_  
EX OFFICIO NOTARY PUBLIC

(SEAL)



**UNITED STATES OF AMERICA  
NATURAL RESOURCES CONSERVATION SERVICE  
UNITED STATES DEPARTMENT OF AGRICULTURE**

By: *Al Garner*  
Acting State Conservationist

ACKNOWLEDGMENT

STATE OF MISSISSIPPI  
COUNTY OF RANKIN

On this 25 day of April, 2012, before me, a Notary Public in and for the State and County, appeared \_\_\_\_\_ Al Garner, being personally known to me as the Acting State Conservationist of the Natural Resources Conservation Service, USDA, named in the foregoing deed, and acknowledged that he executed and delivered said deed in the capacity and for the consideration and purposes therein stated, and further acknowledged said instrument to be the free act and deed of the UNITED STATES OF AMERICA.

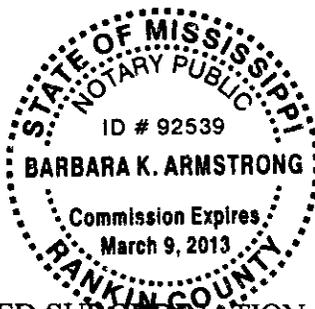
Given under my hand and official seal.

*Barbara K. Armstrong*  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

\_\_\_\_\_

(SEAL)



WARRANTY EASEMENT DEED SUBORDINATION

GRANTOR: : UNITED STATES OF AMERICA, c/o Acting State Conservationist, Natural Resources Conservation Service, 100 W. Capitol Street, Suite 13211, Jackson, MS 39269.

GRANTEE: Mississippi Department of Transportation, Right of Way Division 84-01, P.O. Box 1850, Jackson, MS 39215

**OWNERS CONSENT:**

The Mississippi Transportation Commission, the current owner of the Property by virtue of Warranty Deed dated April 5, 2010 and filed May 18, 2010, consents to this modification of the Wetland Reserve Program (WRP) easement.

*[Signature]*  
MISSISSIPPI TRANSPORTATION COMMISSION  
BY AND THROUGH THE EXECUTIVE DIRECTOR OF  
THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

5/1/12  
Date

ACKNOWLEDGMENT

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 1<sup>st</sup> day of May, 2012, within my jurisdiction, the within named Melinda L. McGrath, who acknowledged that she is the Executive Director of the Mississippi Department of Transportation and has been duly authorized by the Mississippi Transportation Commission, a political subdivision of the State of Mississippi, and that for and on behalf of said political subdivision, and as the act and deed of said political subdivision, she executed the above and foregoing instrument.

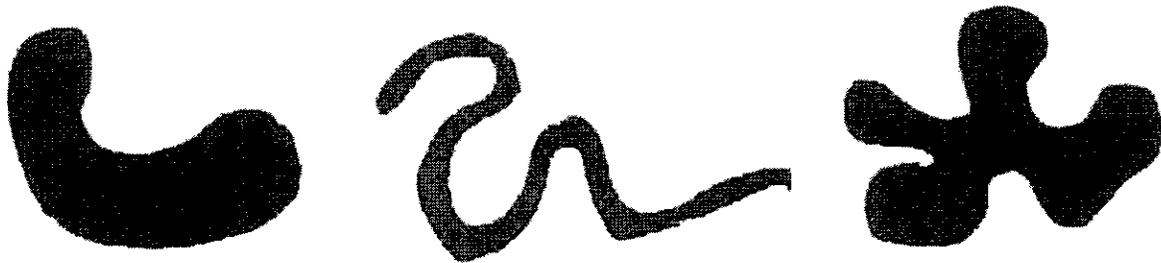
*[Signature]* SECRETARY  
MISSISSIPPI TRANSPORTATION COMMISSION  
EX OFFICIO NOTARY PUBLIC



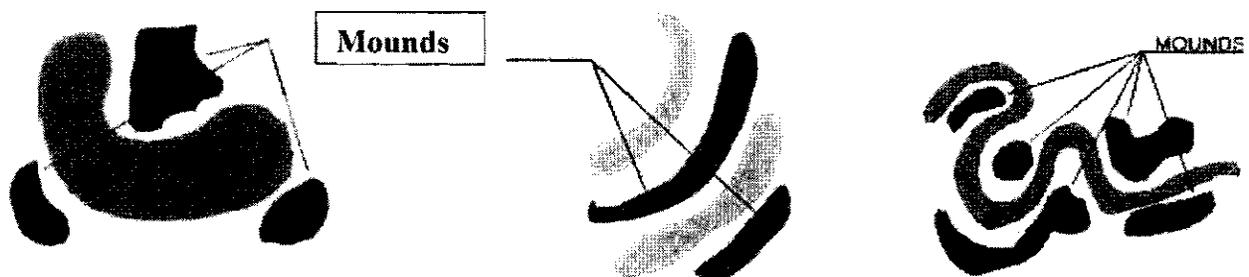
\_\_\_\_ (SEAL)

## Exhibit 5

### Basin Configurations



### Habitat Mounds



### Trees to be Planted

| Species            | Type of Mast | Water Tolerance | Growing Season                     |
|--------------------|--------------|-----------------|------------------------------------|
| Nuttall Oak        | Hard         | Semi-permanent  | > 25% (spring/summer)              |
| Willow Oak         | Hard         | Seasonal        | 12.5% - 25% (spring)               |
| Overcup Oak        | Hard         | Semi-permanent  | > 25% (spring/summer)              |
| Swamp Chestnut Oak | Hard         | Temporary       | 2% - 12.5% (1 <sup>st</sup> month) |
| Water Oak          | Hard         | Seasonal        | 12.5% - 25% (spring)               |
| Shumard Oak        | Hard         | Temporary       | 2% - 12.5% (1 <sup>st</sup> month) |
| Cherrybark Oak     | Hard         | Temporary       | 2% - 12.5% (1 <sup>st</sup> month) |
| Water Hickory      | Hard         | Semi-permanent  | > 25% (spring/summer)              |
| Persimmon          | Soft         | Semi-permanent  | > 25% (spring/summer)              |
| Water Tupelo       | Soft         | Permanent       | 100% (year-round)                  |
| Bald Cypress       | Soft         | Permanent       | 100% (year-round)                  |
| Red Mulberry       | Soft         | Temporary       | 2% - 12.5% (1 <sup>st</sup> month) |
| Deciduous Holly    | Soft         | Seasonal        | 12.5% - 25% (spring)               |

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**"EXHIBIT A"**

Quarter/Quarter Section Not Available, Record in all of 1/4

Indexing Instructions: Parts of Sections 34, 35, Township 2, Range 6 West, DeSoto County, Mississippi.

Sections 34 & 35.

U.S. DEPARTMENT OF AGRICULTURE  
COMMODITY CREDIT CORPORATION

CCC-1255  
10-96  
OMB No. 0578-0013  
(30 Year)

**WARRANTY EASEMENT DEED**

WETLANDS RESERVE PROGRAM  
AGREEMENT NO. 66-4423-9-6538

THIS WARRANTY EASEMENT DEED is made by and between Larry K. DePriest of DeSoto County (hereafter referred to as the "Landowner") Grantor(s), and the UNITED STATES OF AMERICA, by and through the Commodity Credit Corporation (hereafter referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties."

Witnesseth

Purposes and Intent. The purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of CCC to give the Landowner the opportunity to participate in the restoration and management activities on the easement area.

Authority. This easement deed acquisition is authorized by the Title XII of the Food Security Act of 1985, as amended (16 U.S.C. § 3837), for the Wetlands Reserve Program.

NOW THEREFORE, for and in consideration of the sum of **Ninety-Seven Thousand Five Hundred Fifteen and No/100 Dollars (\$97,515.00)**, the Grantor(s), hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns, the Grantee, for 30 years, all rights, title and interest in the lands comprising the easement area described in Part I and appurtenant rights of access to the easement area, but reserving to the Landowner only those rights, title and interest expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered, shall run with the land for 30 years and shall bind the Landowners, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other persons claiming under them.

SUBJECT, however, to all valid rights of record, if any.

PART I. Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the easement area, are described on EXHIBIT A which is appended to and made part of this easement deed. Such a right-of-way for access purposes is described in Exhibit B which is appended to and made a part of this easement deed.

TOGETHER with a right of access for ingress and egress to the easement area across adjacent or other properties of the Landowner.

PART II. Reservations in the Landowner on the Easement Area. Subject to the rights, title, and interest conveyed by this easement deed to the United States, the Landowner reserves:

A. Title. Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.

B. Quiet Enjoyment. The right of quiet enjoyment of the rights reserved on the easement area.

C. Control of Access. The right to prevent trespass and control access by the general public.

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D. Recreational Uses. The right to undeveloped recreational uses, including hunting and fishing, and including leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time.

E. Subsurface Resources. The right to oil, gas, minerals and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C, if any.

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this easement, including the following:

A. Prohibitions. Unless authorized as a compatible use under Part IV, it is expressly understood that the rights to the following activities and uses have been acquired by the United States and are prohibited of the Landowner on the easement area:

1. haying, mowing or seed harvesting for any reason;
2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, discing, cutting or otherwise destroying the vegetative cover;
3. dumping refuse, wastes, sewage or other debris;
4. harvesting wood products;
5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding or related activities, as well as altering or tampering with water control structures or devices;
6. diverting or causing or permitting the diversion of surface or underground water into, within or out of the easement area by any means;
7. building or placing buildings or structures (including fences) on the easement area;
8. planting or harvesting any crop; and
9. grazing or allowing livestock on the easement area.

B. Noxious plants and pests. The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State and local laws. A plan to control noxious weeds and pests must be approved in writing by the CCC prior to implementation by the Landowner.

C. Fences. Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Landowner.

D. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.

E. Reporting. The Landowner shall report to the CCC any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the easement area.

PART IV. Allowance of Compatible Uses by the Landowner.

A. General. The United States may authorize, in writing and subject to such terms and conditions the CCC may prescribe at its discretion, the use of the easement area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.

B. Limitations. Compatible use authorizations will only be made if such use is consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. The CCC shall

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prescribe the amount, method, timing, intensity, and duration of the compatible use.

**PART V. Rights of the United States.** The rights of the United States include:

A. **Management activities.** The United States shall have the right to enter unto the easement area to undertake, at its own expense or on a cost share basis with the Landowner or other entity, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the easement area. The United States, at its own cost, may apply to or impound additional waters on the easement area in order to maintain or improve wetland and other natural values.

B. **Access.** The United States has a right of reasonable ingress and egress to the easement area over the Landowner's property, whether or not the property is adjacent or appurtenant to the easement area, for the exercise of any of the rights of the United States under this easement deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes.

C. **Easement Management.** The Secretary of Agriculture, by and through the CCC may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that the CCC determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify or terminate this easement (16 U.S.C. § 3837 e(b)) is reserved to the Secretary of agriculture in accordance with applicable law.

D. **Violations and Remedies - Enforcement.** The Parties agree that this easement deed may be introduced in any enforcement proceeding as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this easement deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:

1. To enter upon the easement area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,
2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

**PART VI. General Provisions.**

A. **Successors in Interest.** The rights granted to the United States shall accrue to any of its agents, successors, or assigns. All obligations of the Landowner under this easement deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this easement deed shall be jointly and severally liable for compliance with its terms.

B. **Rules of Construction and Special Provisions.** All rights in the easement area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this easement deed shall be construed in favor of the United States to effect the wetland and conservation purposes for which this easement deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Wetlands Reserve Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.

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PART VII. Special Provisions.

The landowner will be allowed to harvest timber according to a timber harvesting plan approved by the United States, subject to such terms and conditions CCC or assigns may prescribe at its discretion, that is consistent with the long term protection and enhancement of the wetland resources for which the easement was established. Single tree or group selection methods of harvesting will be used to ensure that multiple age classes are maintained similar to a natural forest. All harvested areas shall be reforested by artificial or natural regeneration. All harvesting will be carried out utilizing the best management practices that control erosion, protect water quality, maintain biodiversity and wildlife habitat and ensure that the wetland functions and values of the easement area are protected and enhanced. The duration of this compatible use will be for the life of the WRP easement. The amount, timing and intensity of timber harvesting allowed by the plan may vary based on the type of forest ecosystem for which timber is proposed.

This property constitutes no part of Grantor's homestead.

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its successors and assigns for 30 years. The Landowner covenants that he/she/they is/are vested with good title to the easement area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the easement area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this easement deed.

Dated this 20th day of September, 2001.

WITNESSES:

[Signature]  
[Signature]

LANDOWNER(S):

[Signature]  
Larry K. DePriest

Acknowledgment

STATE OF MISSISSIPPI,  
COUNTY OF Desoto

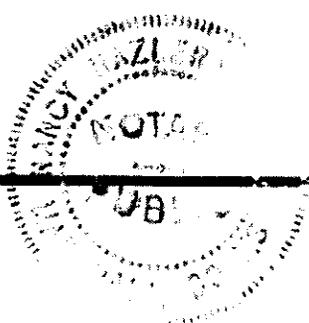
PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, Larry K. DePriest, who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and for the purposes therein mentioned, as his own act and deed.

GIVEN UNDER MY HAND and official seal of office this the 20 day of September, 2001.

[Signature]  
Notary Public

My Commission Expires:

10-04-02



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This instrument was drafted by the Office of the General Counsel, U.S. Department of Agriculture, Washington, D.C. 20250-1400.

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OMB DISCLOSURE STATEMENT

Public reporting burden for this collection of information is approximately sixty (60) minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimated or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture Clearance Office OIRM, Room 404-W Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0578-0013), Washington, D.C. 20503.

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GRANTORS:

Larry K. DePriest  
7240 Craft-Goodman Road  
Olive Branch, MS 38654  
Telephone: (662) 895-5536

GRANTEES:

United States Department of Agriculture  
Natural Resources Conservation Service  
Suite 1321 Federal Building  
100 W. Capitol Street  
Jackson, MS 39269  
Telephone: (601) 965-5173

Prepared By:

Collins Law Office  
4915 I-55 North Ste 100-A  
Jackson, MS 39206  
Telephone: (601) 982-5580  
MSB: 6394

**WETLANDS EASEMENT LEGAL DESCRIPTION****LARRY DEPRIEST PROPERTIES CONTRACT NO. 66-4423-9-6538**

SEE ATTACHED PLAT FOR GRAPHIC REPRESENTATION AND IS A PART OF THIS LEGAL DESCRIPTION.

BK 0400PG 0486

**EXHIBIT A DESCRIPTION OF WETLAND AREA**

A PORTION OF SECTIONS 34 AND 35, TOWNSHIP 2, RANGE 6 WEST, CHICKASAW BASE LINE AND PRINCIPLE MERIDIAN, DESOTO COUNTY, MISSISSIPPI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 2, RANGE 6 WEST, CHICKASAW BASE LINE AND PRINCIPLE MERIDIAN, DESOTO COUNTY, MISSISSIPPI; THENCE NORTH 00°23'19" WEST, 116.09 FEET TO A 5/8" REBAR AND STEEL 'T' POST AND BEING THE POINT OF BEGINNING. THENCE THROUGH THE FOLLOWING COURSES AND DISTANCES;

NORTH 89°57'18" WEST, 1310.20 FEET TO A 5/8" REBAR AND STEEL 'T' POST; THENCE NORTH 00°00'00" EAST, 2442.11 FEET TO A 5/8" REBAR AND STEEL 'T' POST; THENCE SOUTH 90°00'00" EAST, 1113.25 FEET TO A 5/8" REBAR AND STEEL 'T' POST; THENCE NORTH 00°00'00" EAST, 1891.00 FEET TO A 5/8" REBAR AND STEEL 'T' POST; THENCE SOUTH 90°00'00" EAST, 2181.68 FEET TO A 5/8" REBAR AND STEEL 'T' POST; THENCE SOUTH 00°22'57" EAST, 1070.02 FEET TO A 5/8" REBAR AND STEEL 'T' POST; THENCE SOUTH 90°00'00" EAST, 625.01 FEET TO A 5/8" REBAR AND STEEL 'T' POST; THENCE SOUTH 00°22'57" EAST, 772.95 FEET TO A 5/8" REBAR AND STEEL 'T' POST; THENCE SOUTH 89°40'57" WEST, 2638.89 FEET TO A 5/8" REBAR AND STEEL 'T' POST; THENCE SOUTH 00°23'19" EAST, 2476.63 FEET TO A 5/8" REBAR AND STEEL 'T' POST AND THE POINT OF BEGINNING.

CONTAINING 177.30 ACRES MORE OR LESS OF LAND.

**EXHIBIT B DESCRIPTION OF INGRESS - EGRESS EASEMENT #1**

TOGETHER WITH AND ALSO A PART OF AN INGRESS-EGRESS EASEMENT THAT MORE OR LESS FOLLOWS THE CENTERLINE OF A FARM ROAD, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 2, RANGE 6 WEST, CHICKASAW BASE LINE AND PRINCIPLE MERIDIAN, DESOTO COUNTY, MISSISSIPPI; THENCE NORTH 89°57'18" WEST, 2638.68 FEET TO A POINT ON THE CENTERLINE OF BYHALIA ROAD (S.R. 304); THENCE NORTH 16°56'17" EAST, 41.80 FEET TO THE NORTH R.O.W. OF SAID BYHALIA ROAD (S.R. 304), SAID POINT BEING THE POINT OF BEGINNING OF A 15 FOOT WIDE ACCESS EASEMENT, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: THENCE NORTH 16°56'17" EAST, 226.13 FEET; THENCE, NORTH 05°53'01" EAST, 181.40 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 29,038.98 FEET, AN ARC LENGTH OF 2032.31 FEET, A CHORD BEARING OF NORTH 15°56'42" EAST, 2031.89 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 367.86 FEET, AN ARC LENGTH OF 136.90 FEET, A CHORD BEARING OF NORTH 08°46'18" EAST, 136.11 FEET TO A POINT; THENCE NORTH 90°00'00" EAST, 516.34 FEET TO A POINT ON THE NATIONAL RESOURCE CONSERVATION SERVICE LEASE LINE ALSO BEING THE POINT OF ENDING.

**EXHIBIT B DESCRIPTION OF INGRESS - EGRESS EASEMENT #2**

TOGETHER WITH AND ALSO A PART OF AN INGRESS-EGRESS EASEMENT THAT MORE OR LESS FOLLOWS THE CENTERLINE OF A FARM ROAD, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 2, RANGE 6 WEST, CHICKASAW BASE LINE AND PRINCIPLE MERIDIAN, DESOTO COUNTY, MISSISSIPPI; THENCE NORTH 89°57'18" WEST, 2638.68 FEET TO A POINT ON THE CENTERLINE OF BYHALIA ROAD (S.R. 304); THENCE NORTH 16°56'17" EAST, 41.80 FEET TO THE NORTH

BK 0400 PG 0487

**EXHIBIT B DESCRIPTION OF INGRESS - EGRESS EASEMENT #2 (CONT.)**  
 R.O.W. OF SAID BYHALIA ROAD (S.R. 304), SAID POINT BEING THE POINT OF BEGINNING OF A 15 FOOT WIDE ACCESS EASEMENT, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: THENCE NORTH 16°56'17" EAST, 226.13 FEET; THENCE; NORTH 05°53'01" EAST, 181.40 FEET TO A POINT OF CURVATURE;  
 THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 29,038.98 FEET, AN ARC LENGTH OF 2032.31 FEET, A CHORD BEARING OF NORTH 15°56'42" EAST, 2031.89 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 367.86 FEET, AN ARC LENGTH OF 295.24 FEET, A CHORD BEARING OF NORTH 03°33'35" WEST, 287.38 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 544.69 FEET, AN ARC LENGTH OF 273.69 FEET, A CHORD BEARING OF NORTH 04°32'27" WEST, 270.82 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 4498.37 FEET, AN ARC LENGTH OF 492.97 FEET, A CHORD BEARING OF NORTH 06°29'09" EAST, 492.72 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 426.07 FEET, AN ARC LENGTH OF 192.77 FEET, A CHORD BEARING OF NORTH 19°39'56" EAST, 191.13 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2273.60 FEET, AN ARC LENGTH OF 922.77 FEET, A CHORD BEARING OF NORTH 41°52'46" EAST, 916.45 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1322.08 FEET, AN ARC LENGTH OF 523.58 FEET, A CHORD BEARING OF NORTH 49°33'26" EAST, 520.17 FEET TO A POINT; THENCE NORTH 30°04'14" EAST, 268.65 FEET TO A POINT; THENCE NORTH 49° 11'03" EAST, 367.61 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 205.82 FEET, AN ARC LENGTH OF 155.45 FEET, A CHORD BEARING OF NORTH 72°37'25" EAST, 151.78 FEET TO A POINT; THENCE NORTH 89°18'58" EAST, 1298.69 FEET TO A POINT; THENCE SOUTH 89°38'50" EAST, 1417.36 FEET TO A POINT; THENCE SOUTH 45°22'57" EAST, 113.59 FEET TO A POINT; THENCE SOUTH 00°22'57" EAST, 1702.75 FEET TO A POINT ON THE NATIONAL RESOURCE CONSERVATION SERVICE LEASE LINE ALSO BEING THE POINT OF ENDING.

**"EXHIBIT B"**

**INDEXING INSTRUCTIONS:** NE 1/4 of the SE 1/4 and the SE 1/4 of the NE 1/4 of Section 33, and the SW 1/4 of the NW 1/4 and the SE 1/4 of the NW 1/4 and the SW 1/4 of the NE 1/4 and the SE 1/4 of the NE 1/4 and the NW 1/4 of the SW 1/4 of Section 34; and the SW 1/4 of the NW 1/4 and the SE 1/4 of the NW 1/4 of Section 35, Township 2 South, Range 6 West, DESOTO COUNTY, MISSISSIPPI.

The following descriptions are based on the Mississippi State Plane Coordinate System, West Zone, NAD 83/93, grid values, using a combined scale factor of .99997224 and a grid to geodetic azimuth angle of (-) 00 degrees 13 minutes 28 seconds developed at the approximate center of Project No. STP-0029-02(014) [102556/201000]. It is the intent of these descriptions to convey that portion of Defendants property between the existing property lines and the proposed right-of-way lines as defined by said project:

**Parcel 1**

Commencing at a found Cotton Picker Spindle at the Southeast corner of Section 34, Township 2 South, Range 6 West, Desoto County, Mississippi, said point identified as N 1950573.24, E 2452743.83, on the above referenced coordinate system, run North 40 Degrees 05 Minutes 44 Seconds East a distance of 4061.79 feet to a point at the intersection of the Defendants east property line and the proposed south right-of-way line as shown on the acquisition maps of Project Number STP-0029-02(14) [102556/201000], being 150.00 right of proposed Interstate 269 project centerline station 576+02.59, and having a value of N 1953680.40 E 2455359.88 on the above reference coordinate system, and being referred to hereinafter as the **Point of Beginning**;

From the **Point of Beginning** run along the proposed south right-of-way line the following courses and distances:

North 88 Degrees 14 Minutes 46 Seconds West a distance of 402.59 feet;

South 76 Degrees 49 Minutes 20 Seconds West a distance of 155.24 feet;

North 88 Degrees 14 Minutes 46 Seconds West a distance of 2086.64 feet;

South 89 Degrees 51 Minutes 32 Seconds West a distance of 1512.14 feet;

North 86 Degrees 31 Minutes 40 Seconds West a distance of 1000.45 feet;

North 89 Degrees 14 Minutes 44 Seconds West a distance of 860.13 feet;

South 01 Degrees 45 Minutes 14 Seconds West a distance of 90.00 feet;

North 88 Degrees 14 Minutes 46 Seconds West a distance of 240.00 feet;

North 01 Degrees 45 Minutes 14 Seconds East a distance of 90.00 feet;

North 88 Degrees 52 Minutes 18 Seconds West a distance of 197.06 feet;

South 78 Degrees 56 Minutes 41 Seconds West a distance of 570.38 feet;

South 83 Degrees 36 Minutes 04 Seconds West a distance of 610.93 feet;

South 37 Degrees 14 Minutes 51 Seconds West a distance of 258.72 feet, more or less, to a point on the proposed east right-of-way line of relocated Highway 305, and being 115.00 feet right of proposed relocated Highway 305 project centerline station 415+98.89 on the above referenced project;

thence along the said proposed east right-of-way line of Highway 305 South 00 Degrees 00 Minutes 12 Seconds East a distance of 372.92 feet to a point located 115.00 feet right of proposed relocated Highway 305 project centerline station 412+25.98;

thence run North 82 degrees 09 minutes 13 seconds West for a distance of 215.85 feet to a point located on the existing east right-of-way line of Highway 305, said right-of-way being 100.00 feet wide;

thence along the existing east right-of-way line and along a curve to the left with an arc length of 281.61 feet, a radius of 1196.38 feet, and a chord bearing of North 17 degrees 06 minutes 30 seconds East, for a distance of 280.96 feet to a point;

thence continue along said existing east right-of-way line North 10 degrees 21 minutes 54 seconds East for a distance of 107.36 feet to a point of curvature on said right-of-way line;

thence continue along said existing east right-of-way line and along a curve to the left with an arc length of 296.96 feet, a radius of 1482.66 feet, and a chord bearing of North 04 degrees 35 minutes 10 seconds East, for a distance of 296.46 feet to a point of tangency on said right-of-way line;

thence continue along said existing east right-of-way line North 01 degrees 09 minutes 06 seconds West for a distance of 237.35 feet to a point;

thence continue along said existing east right-of-way line South 88 degrees 50 minutes 54 seconds West for a distance of 10.00 feet to a point in which existing east right-of-way is 80.00 feet wide;

thence continue along said existing east right-of-way line North 01 degrees 09 minutes 06 seconds West for a distance of 467.02 feet to a point located at the Defendants northwest property corner;

thence along the Defendants north property line North 89 Degrees 33 Minutes 21 Seconds East a distance of 925.43 feet, more or less, to a point at the intersection of the Defendants north property line and the proposed north right-of-way line, being 410.91 feet left of proposed Interstate 269 project centerline station 506+72.76 on the above referenced project;  
thence along the said proposed north right-of-way line the following courses and distances:

South 71 Degrees 03 Minutes 01 Seconds East a distance of 185.44 feet;

South 18 Degrees 27 Minutes 38 Seconds West a distance of 39.53 feet;

South 80 Degrees 31 Minutes 35 Seconds East a distance of 768.42 feet;

South 88 Degrees 41 Minutes 13 Seconds East a distance of 1300.04 feet;

South 87 Degrees 44 Minutes 50 Seconds East a distance of 1147.99 feet;

South 86 Degrees 44 Minutes 14 Seconds East a distance of 949.26 feet;

South 88 Degrees 14 Minutes 46 Seconds East a distance of 1751.07 feet;

North 53 Degrees 05 Minutes 38 Seconds East a distance of 256.12 feet;

South 88 Degrees 14 Minutes 46 Seconds East a distance of 200.00 feet;

South 43 Degrees 14 Minutes 46 Seconds East a distance of 282.84 feet;

South 88 Degrees 14 Minutes 46 Seconds East a distance of 291.48 feet, more or less, to a point on the Defendants east property line;

thence along the Defendants east property line South 00 Degrees 22 Minutes 02 Seconds East a distance of 300.21 feet, more or less, back to the **Point of Beginning**, containing 3,857,294 square feet, 88.55 acres, more or less, being situated in the Northeast quarter of the Southeast quarter and Southeast quarter of the Northeast quarter of Section 33 and the Southwest quarter of the Northwest quarter and the Southeast quarter of the Northwest quarter and the Southwest quarter of the Northeast quarter and the Southeast quarter of the Northeast quarter and the Northwest quarter of the Southwest quarter of Section 34 and the Southwest quarter of the Northwest quarter and the Southeast quarter of the Northwest quarter of Section 35, Township 2 South, Range 6 West, Desoto County, Mississippi.

Together with any and all abutters rights of access, if any, in, to, over, on and across the above described parcel of land.

**Parcel 2**

Commencing at a found Cotton Picker Spindle at the Southeast corner of Section 34, Township 2 South, Range 6 West, Desoto County, Mississippi, said point identified as N 1950573.24, E 2452743.83, on the above referenced coordinate system, run North 62 Degrees 36 Minutes 54

Seconds West a distance of 5804.91 feet to a point on the proposed east right-of-way line as shown on the acquisition maps of Project Number STP-0029-02(14) [102556/201000], being 115.00 right of proposed relocated Highway 305 project centerline station 414+25.00, and having a value of N 1953243.30 E 2447589.44 on the above reference coordinate system, and being referred to hereinafter as the **Point of Beginning**;

From the **Point of Beginning** run thence along the proposed east right-of-way line South 75 Degrees 37 Minutes 19 Seconds East a distance of 201.31 feet to a point located 310.00 feet right of proposed relocated Highway 305 project centerline station 413+75.00;

South 08 Degrees 34 Minutes 00 Seconds West a distance of 738.17 feet, more or less, to a point on the existing north right-of-way line of Plantation Oaks Drive, and being 200.00 feet right of proposed relocated Highway 305 project centerline station 406+45.08 on the above referenced project;

thence along the said north right-of-way line North 87 Degrees 12 Minutes 33 Seconds West a distance of 128.27 feet, more or less, to a point on the said north right-of-way line and to the point of curvature;

thence along the said north right-of-way line and a curve to the right with an arc length of 163.64 feet, a radius of 977.45 feet, and a chord bearing of North 83 Degrees 50 Minutes 37 Seconds West, for a distance of 163.45 feet, more or less, to a point on the said north right-of-way line and the point of tangency;

thence along the said north right-of-way line North 76 Degrees 50 Minutes 00 Seconds West a distance of 197.09 feet, more or less, to a point on the said north right-of-way line and the point of curvature;

thence along the said north right-of-way line and a curve to the right with an arc length of 39.42 feet, a radius of 25.00 feet, and a chord bearing of North 31 Degrees 40 Minutes 08 Seconds West, for a distance of 35.46 feet, more or less, to a point on the existing east right-of-way line of Highway 305, said right-of-way being 80.00 feet wide;

thence along the said existing east right-of-way line North 12 Degrees 42 Minutes 50 Seconds East a distance of 112.19 feet to a point of curvature on the existing east right-of-way line;

thence continue along the said existing east right-of-way line and curve to the right having an arc length of 290.36 feet, a radius of 1106.26 feet, a chord bearing of North 20 Degrees 19 Minutes 44 Seconds East, for a distance of 289.53 feet to a point of tangency;

thence along the said existing east right-of-way line North 27 Degrees 50 Minutes 54 Seconds East a distance of 71.02 feet to a point on the said existing east right-of-way line;

thence continue along said existing east right-of-way line South 62 Degrees 17 Minutes 43 Seconds East a distance of 10.00 feet to a point on the said existing east right-of-way line at which point said right-of-way is 100.00 feet wide;

thence continue along said existing east right-of-way line and a curve to the left having an arc length of 80.46 feet, a radius of 1196.37 feet, a chord bearing of North 25 Degrees 46 Minutes 41 Seconds East, for a distance of 80.44 feet to a point;

thence leaving said existing east right-of-way line run South 82 degrees 09 minutes 13 seconds East for a distance of 215.85 feet to a point;

thence North 00 degrees 00 minutes 12 seconds West for a distance of 199.02 feet, more or less, back to the **Point of Beginning**, containing 303,748 square feet, 6.97 acres, more or less, and being situated in the Northeast quarter of the Southeast quarter and the Southwest quarter of the Northeast quarter of Section 33 and in the Northwest quarter of the Southwest quarter and the Southwest quarter of the Northwest quarter of Section 34, Township 2 South, Range 6 West, Desoto County, Mississippi.

Parcels 1 and 2 contain an aggregate total of 4,161,042 square feet, 95.52 acres, more or less.

All of the above excepting and excluding therefrom all oil and gas and other minerals which may be produced through a well bore.