

**DO NOT WRITE ABOVE THIS SPACE**

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<p><b>USE AGREEMENT REGARDING PUBLIC TRUST TIDELANDS</b></p> <p><b>AND</b></p> <p><b>RECORDING OF BOUNDARY SURVEY</b></p>	
<p><i>Public Trust Tidelands Trustee</i> <b>State of Mississippi</b> c/o Secretary of State, Public Lands Division Post Office Box 136 Jackson, MS 39205-0136 (601) 359-1350</p>	<p><i>Uplands Property Owner</i> <b>City of Pascagoula</b> Post Office Box 908 Pascagoula, MS 39568 (228) 938-6614</p>
<p><b>Indexing Instructions</b> Round Island, Offshore Jackson County, MS - T9S, R6W, Section 3, Lot 1, and also Section 4, Lot 1. This document contains x pages with the cover page(s) included as an integral part of the document. If there is not enough space for all required information on this page, continue to the next page.</p>	

**USE AGREEMENT REGARDING PUBLIC TRUST TIDELANDS  
AND  
RECORDING OF BOUNDARY SURVEY**

**RECITALS**

WHEREAS, 17.361 acres, representing all of the private ownership of Round Island, offshore Jackson County, Mississippi, was conveyed by Special Warranty Deeds With Covenants and Conditions That Run With The Land to the State of Mississippi, by and through the Secretary of State and for the benefit of the Mississippi Department of Environmental Quality (“MDEQ”) and the Mississippi Department of Marine Resources (“MDMR”), deeded from Alan Richard Stevens, et al. (A. S. Homan heirs), filed for record in Book 2015, Pages 75-88, and by Charles L. Kucera, et al. (Joseph H. Wyman heirs), filed for record in Book 2015, Pages, 89-105, of the Land Deed Records of the Office of the Chancery Clerk of Jackson County, Mississippi, both being filed of record on March 19, 2021.

WHEREAS the City of Pascagoula, the Upland Property Owner (“Owner”) through a United States Land Patent dated December 1, 1986, recorded at Book 877, Pages 179-181, of the Land Deed Records of the Office of the Chancery Clerk of Jackson County, Mississippi, obtained a fee simple interest in property being the northern portion of Round Island where the historic Round Island Lighthouse was previously located, and further identified as the Jackson County Tax Assessor's Parcel Number 02026005.000, and

WHEREAS, said Property is described as:

Township 9 South, Range 6 West

Section 3, Lot 1, and also Section 4, Lot 1,

LESS AND EXCEPT any portion of the above described Property lying and being below the mean high water mark and held by the state as Public Trust Tidelands.

WHEREAS the State of Mississippi, by its agency MDEQ, desires to implement restoration projects, such as beneficial use and living shoreline projects, in order to restore natural resource damages resulting from the *Deepwater Horizon* oil spill (“Restoration Project”). The Restoration Project may also serve to preserve, protect, and further the environmental and recreational value of Round Island and its adjacent areas in the Mississippi Sound, and

WHEREAS the Public Trust Tidelands Trustee (“State”) acting by and through the Secretary of State supports the use of a Restoration Project to further the environmental and recreational value of Round Island and its adjacent areas of the Mississippi Sound, and

WHEREAS the landward boundary of the State-held Public Trust Tidelands and Submerged Lands (“Tidelands”) is the current natural mean high-water mark, and

WHEREAS that is the boundary between the upland property subject to private ownership and the State-held public trust submerged lands and tidelands, and

WHEREAS a Restoration Project can cause accretion attached to the privately owned upland property, and

WHEREAS, pursuant to common law, accretions attached to privately owned upland property inure to the benefit of the upland owner, and

WHEREAS the State should not lose ownership of trust lands because of a project beneficial to the upland owner in the protection of that property.

THEREFORE, in consideration of the mutual benefits to Owner and State, each enter this Use Agreement Regarding Public Trust Tidelands and Recording of Boundary Survey (“Agreement”) to allow mutual protection of the upland property with a Restoration Project while protecting the State’s ownership of existing trust lands.

#### USE AGREEMENT

The present boundary between Tidelands and upland, which may be privately owned on or at the described property, is the current mean high-water line of the adjacent water body.

The survey attached as Exhibit “A” dated November 16, 2020, by Lindfield, Hunter, Junius, Inc., in Job Number 17-124 is accepted by Owner and State as the current, present, and fixed boundary (“Boundary”) between Tidelands and land, which may be privately owned on or at the described property.

**If the installation of the Restoration Project is not completed within the time permitted by applicable permitting authorities or Restoration Project funding authorities, this Agreement expires of its own accord without further action by State, and the Boundary is subject to future changes resulting from natural and gradual processes as is recognized under common law doctrines and the laws of the State of Mississippi.**

#### ADDITIONAL PROVISIONS

1. The Owner waives and relinquishes claim to any accretions waterward of the Boundary.
2. The Owner consents to the State and its agencies maintaining the Restoration Project as allowed by the applicable permitting authorities and Restoration Project funding authorities.
3. The Agreement authorizes MDEQ to use Tidelands for implementation and management of a Restoration Project in compliance with the applicable permitting authorities and Restoration Project funding authorities.
4. The Owner hereby relinquishes and releases any and all littoral rights in the Property in order to further the projects contemplated.

5. The Agreement shall be a covenant running with the land and is binding on the Owner, its successors, and assigns.
6. Owner shall comply with all laws, rules and regulations governing tidelands, as these exist or may come about during the time the improvements are located on the land.

IN WITNESS WHEREOF, this AGREEMENT is executed by the UPLANDS PROPERTY OWNER, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

OWNER:  
**CITY OF PASCAGOULA**

BY: \_\_\_\_\_  
Jay Willis, Mayor

BY: \_\_\_\_\_  
Karen Kennedy, City Clerk

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authorities in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, within my jurisdiction the within named Jay Willis and Karen Kennedy, who acknowledged that they have the authority to sign on behalf of the UPLANDS PROPERTY OWNER and executed the above and foregoing AGREEMENT for the purposes therein stated.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

IN WITNESS WHEREOF, this AGREEMENT is executed by the TRUSTEE, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

TRUSTEE:  
**STATE OF MISSISSIPPI**

BY: \_\_\_\_\_  
**MICHAEL D. WATSON, JR.**  
Secretary of State  
State of Mississippi

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, within my jurisdiction the within named MICHAEL D. WATSON, JR., personally known to me to be the SECRETARY OF STATE of the STATE OF MISSISSIPPI, who acknowledged that he executed the above and foregoing AGREEMENT as the act and deed of said SECRETARY OF STATE for and on behalf of the STATE OF MISSISSIPPI, on the date and for the purposes therein stated, being first duly authorized to so do.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

APPROVED BY THE GOVERNOR of the State of Mississippi on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**TATE REEVES**  
Governor

STATE OF MISSISSIPPI  
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, within my jurisdiction the within named TATE REEVES, personally known to me to be the GOVERNOR of the STATE OF MISSISSIPPI, who acknowledged that he executed the above and foregoing AGREEMENT as the act and deed of said GOVERNOR for and on behalf of the STATE OF MISSISSIPPI, on the date and for the purposes therein stated, being first duly authorized to so do.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**USE AGREEMENT REGARDING PUBLIC TRUST TIDELANDS  
AND RECORDING OF BOUNDARY SURVEY**

**Exhibit 1  
Survey**