

Conservation Easement (Page 1)

Borrower/Client	N/A		
Property Address	Part of Sections 3 & 4, Township 6 North, Range 12 East		
City	Decatur	County Newton	State MS Zip Code 39327
Lender	United States Bankruptcy Court		

37.5 ACRE CONSERVATION EASEMENT

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ATTACHMENT I.

Conservation Easement Reservations in the United States

By this instrument there is reserved in the UNITED STATES OF AMERICA, its Successors and assigns, a perpetual conservation easement on the property conveyed by this deed.

This easement is under the authority and in furtherance of the provisions of federal law, including sections 331 and 335 of the Consolidated Farm and Rural Development Act (7 U.S.C. 1981, 1985), Executive Order 111990 providing for the protection of wetland, and Executive Order 11983 providing for management of floodplains. The restrictions and covenants contained in this easement constitute a perpetual servitude on and run with the property. The Grantee and all successors and assigns ("landowner") under this deed covenants with the United States to do or refrain from doing, severally and collectively, the various acts mentioned later in the easement. The United States is reserved the rights and enumerated herein for itself and its successors, agents and assigns.

I. Description of the Easement Areas:

WETLAND SUBUNIT 1

The N-1/2 of the NE-1/4 of the SE-1/4 of the NE-1/4 and the N-1/2 of the N-1/2 of the NW-1/4 of the SE-1/4 of the NE-1/4 in Section 4, Township 6 North, Range 12 East, being 7-1/2 acres, more or less

ALSO the E-1/2 of SW-1/4 of NW-1/4 and the S-1/2 of the S-1/2 of the SW-1/4 of the NW-1/4 of the NW-1/4 and the E-1/2 of the NW-1/4 of the SW-1/4 of the NW-1/4 and the NW-1/4 of the NW-1/4 of the SW-1/4 of the NW-1/4, being in Section 3, Township 6 North, Range 12 East, containir 30 acres, more or less.

CONTAINING IN THE AGGREGATE 37-1/2 ACRES. LOCATED IN NEWTON COUNTY, MS.

II. Covenants by the Landowner.

A. No dwellings, barns, outbuildings, or other structures shall be built within the easement area.

B. The vegetation or hydrology of the described easement area will not be altered in any way or by any means or activity on the property conveyed by this deed, or property owned or under the control of the landowner, including (1) cutting or mowing; (2) cultivation; (3) harvesting woods products; (4) burning; (5) placing of refuse, wastes, sewage, or other debris; (6) draining, dredging, channeling, filling, disking, pumping, diking, impounding and related activities; or (7) diverting or affecting the natural flow of surface or underground waters into, within, and out of the easement area.

Signed for Identification and Acknowledgement of Easements:

Grantor: P. H. JOHNSON, JR. State Director August 13, 1992

Grantee: Johnnie Harmon 9/8/92

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- C. Notwithstanding the provisions of paragraph II-B above, the landowner shall be responsible for compliance with all federal, state and local laws for the control of noxious or other undesirable plants on the easement area. The responsibility for such plant control may be assumed in writing by and at the option of the easement manager where the control or manipulation of such plants is deemed by the manager to affect management programs or policies.

III. Rights Reserved in the United States

The United States, on behalf of itself, its successors or assigns, reserves and retains the right, at its sole discretion, to manage the easement area, including the following authorities:

- A. The right of ingress and egress to conduct wetlands management, monitoring, and easement enforcement activities. The easement manager may utilize any reasonably convenient route of access to the easement area. However, the landowner may provide a designated route to and from the easement area so that damage to farm operations can be reasonably avoided.
- B. The right to install, operate, and maintain structures for the purpose of reestablishing, protecting, and enhancing wetlands functional values including the taking of construction materials to and from said sites.
- C. The right to establish or reestablish vegetation through seedings, plantings, or natural succession.
- D. The right to manipulate vegetation, topography and hydrology on the easement areas through diking, pumping, water management, excavating, island construction, burning, cutting, pesticide application, fertilizing, and other appropriate practices.
- E. The right to conduct predator management activities.

IV. Easement Management and Administration

- A. All right, title, and interests of the United States in this easement are assigned to the Secretary of the Interior for administration by the United States Fish and Wildlife Service as part of the National Wildlife Refuge System pursuant to the National Wildlife Refuge System Administration Act. (16 U.S.C. 666DD et seq.). The U. S. Fish and Wildlife Service may enforce all the terms and conditions of this easement, along with exercising all rights and powers reserved in this easement through such general or specific regulations or orders as have been or may be, from time to time, promulgated under the authority of the Secretary of the Interior. Notwithstanding the above rights in paragraphs II and III retained by the United States, the U. S. Fish and Wildlife Service may permit the landowner to pursue such activities on said sites as would be consistent with the preservation and enhancement of floodplain and wetlands functional values.

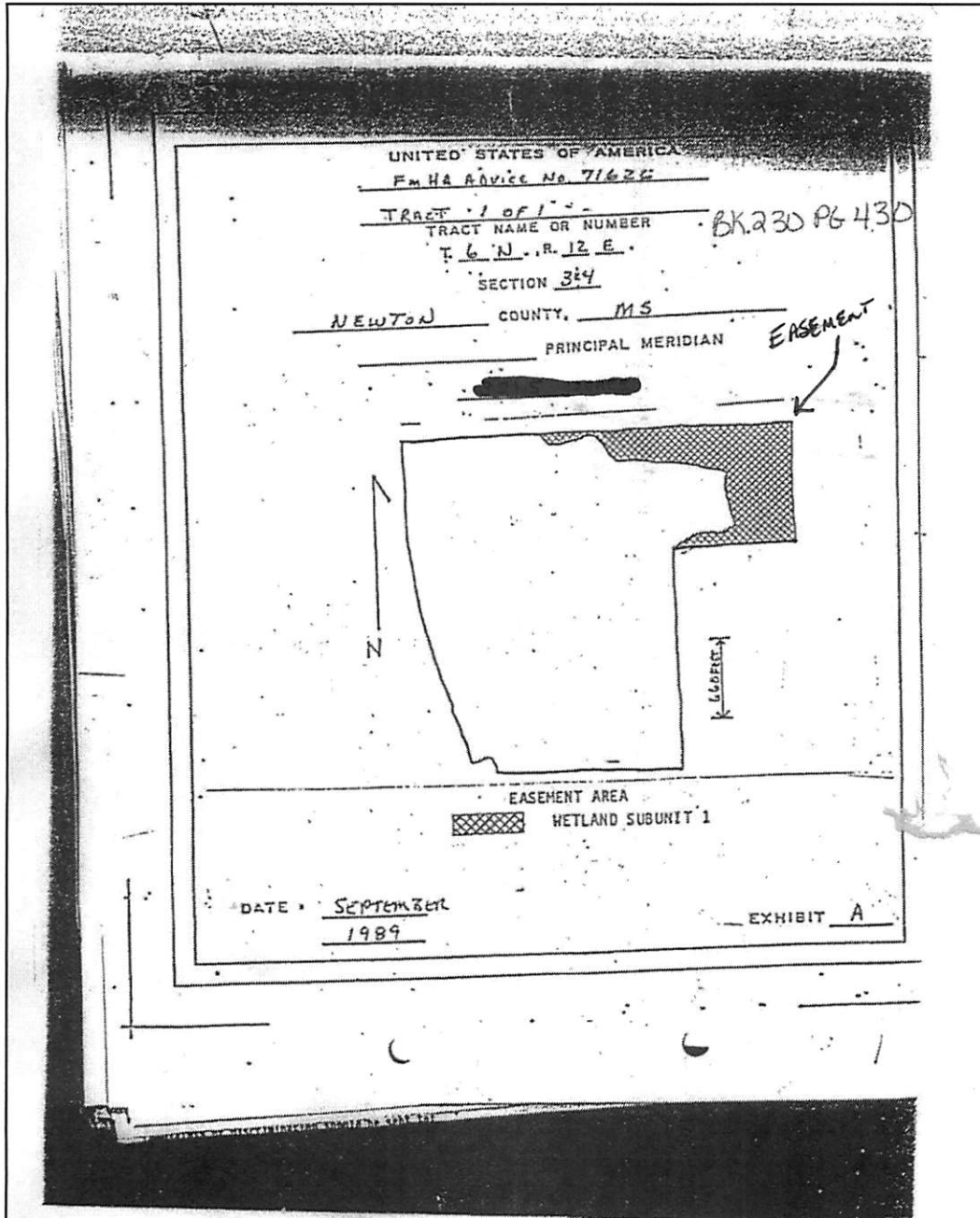
Signed for Identification and Acknowledgement of Easements:

Grantor: P. H. JOHNSON, JR. State Director August 13, 1992

Grantee: William Horison 9/8/92

Conservation Easement (Page 3)

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STATE OF MISSISSIPPI
NEWTON COUNTY

I, Janice Nelson, Clerk of the Chancery Court of said county and state, do hereby certify that the foregoing instrument was filed for record in my office on the 6 day of April 1992 at 9:33 O'Clock A.M. and was duly recorded in Book 730 Page 434. Given under my hand and seal of said court this the 6 day of Dec 1992.

JANICE NELSON, Clerk

By Janice Nelson D.C.

[REDACTED]

Subject Plat

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CONSERVATION
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