Lee and Betty Sharp Orchard and Woods Project Design Document

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INSTRUCTIONS

Project Operators must complete and submit this Project Design Document (PDD) to request credits. City Forest Credits (CFC) then reviews this PDD as part of the validation process along with all other required project documents. An approved third-party verifier then does an independent check of all documents and compliance with the Protocol known as verification.

The Protocol Requirements at the end of this document are a list of eligibility requirements for informational purposes which are also found in more detail in the CFC Tree Preservation Protocol Version 13.40, dated February 29, 2024.

Project Operators should enter data and supporting attachments starting on page 3 under Project Overview where you find "[Enter text here]" as thoroughly as possible and provide numbered attachments for maps and other documentation (ex: 1 – Regional Map). Keep all instructions in the document.

Below is a list of documents that are needed to complete a successful project:

- *Geospatial Location Map*
- *Regional Map*
- *Project Area Map*
- *Proof of Land Ownership or Agreement to Transfer Credits*
- *Preservation Commitment*
- *Land Use Regulations*
- *Land Use/Zoning Map*
- *Overlay Zones or Restrictions*
- *Threat of Loss Demonstration*
- *Attestation of No Double Counting and No Net Harm*
- *Attestation of Additionality*
- *Carbon Quantification Calculator*
- *iTree Canopy Report and raw data*
- *Forest Composition Report*
- *Forest Age Imagery*
- *Stand Map*
- *Co-Benefit Quantification Calculator*
- *Social Impacts*

PROJECT OVERVIEW

Project Name: Lee and Betty Sharp Orchard and Woods
Project Number: 071
Project Type: Preservation Project (under the Tree Preservation Protocol – version 13.40, dated February 29, 2024)
Credit Commencement Date: January 8th, 2026
Project Location: Vancleave, Mississippi

Project Operator Name: Three Oaks Carbon LLC
Project Operator Contact Information:
Joseph Mezner, CEO
Phone: (360) 593-8501
Email: joseph@threeoakscarbon.com

Project Description:
Describe overall project details and goals as summarized in application. Include information about where the Project is located, Project Area acreage and other relevant background. If the Project Area is part of a larger program or preservation effort, include one sentence with more information (2 paragraphs).

Three Oaks Carbon is seeking to preserve the 34.01-acre Lee and Betty Sharp Orchard and Woods under City Forest Credit's 40-year preservation protocol on behalf of Stefanie Goldman. The forest is made up of predominantly slash and longleaf pine, as well as a mix of red bay, sweetgum, red oak, and red maple. This forest has faced increasing developmental pressures as the surrounding area has become more urbanized over recent decades. The project area is located in Jackson County, Mississippi, a few miles northeast of Biloxi. Forests such as this one are not only valuable thanks to their role in carbon sequestration, but also critical to the ecological health of Biloxi Bay and the larger Mississippi Sound because they promote coastal resilience and reduce storm impacts by slowing stormwater flow, thereby preventing erosion, flooding, and declines in water quality.

Stefanie Goldman will continue to own and manage the project area. Three Oaks Carbon will monitor the property periodically for the duration of the project's 40-year lifespan so that the natural resources of the project area remain protected and to ensure that the terms of the carbon agreement are upheld by all involved parties.

DEFINING THE PROJECT AREA (Section 1.3 and 1.4)

Project Area Location
Describe the city, town, or jurisdiction where the Project is located. State which urban location criteria is met from Protocol Section 1.3.

The property lies within Jackson County, Mississippi, in the unincorporated community of Vancleave, and is under the jurisdiction of the Gulf Regional Planning Commission MPO. Additionally, the property is almost entirely surrounded by the US Census Urban Area: Gulfport-Biloxi, MS. (meeting protocol 1.3D).

Project Area Parcel Information
List parcel(s) in the Project Area.

Municipality	**Parcel Number**	**Notes** *Include total acres and acres included in Project Area*
Vancleave, Mississippi	07160096.000	13.58 project acres of 14.85 acres total
Vancleave, Mississippi	07160082.000	7.55 project acres of 14.81 total
Vancleave, Mississippi	03535220.000	10.16 project acres of 10.16 total
Vancleave, Mississippi	07160084.000	2.72 project acres of 3.70 acres total
	Total Project Area	34.01 Acres

Project Area Maps
Provide three maps of the Project Area that illustrate the location: geospatial location, regional, and detailed. Maps should include project title, relevant urban or town boundaries, defined Project Area, and legend.

- Geospatial Location Map
  Show the boundaries of the Project Area in a KML, KMZ, or shapefile format
  Attachment:
  1- Lee and Betty Sharp Orchard and Woods Project Shapefiles

- Regional Map
  Show where the Project Area is located in relation to the state and/or region
  Attachment:
  2- Lee and Betty Sharp Orchard and Woods Project Regional Map

- Detailed map of Project Area
  Show the Project Area and parcel boundaries.

Attachment:
3- Lee and Betty Sharp Orchard and Woods Project Area Map
3.1- Lee and Betty Sharp Orchard and Woods Parcel Boundaries Map

OWNERSHIP OR ELIGIBILITY TO RECEIVE POTENTIAL CREDITS (Section 1.5)

Project Operator must demonstrate ownership of potential credits or eligibility to receive potential credits. If Project Operator is the landowner, attach a deed showing ownership and explanation of when the property was acquired. If the Project Operator is not the landowner, provide the Agreement between Project Operator and landowner authorizing Project Operator to execute this project.

Name of landowner of Project Area and explanation

Stefanie Goldman has entered into an agreement to transfer the rights to the carbon in the trees and soil within the project area to Three Oaks Carbon for 40 years. The agreement to transfer credits was signed and recorded at the County on February 10th, 2026. Three Oaks Carbon will register the project and sell the credits on behalf of Stefanie Goldman.

Attachment:
4- Lee and Betty Sharp Orchard and Woods Preservation Agreement to Transfer Credits

PROJECT DURATION (Section 2.2)

Project Operator commits to the 40- or 100-year project duration requirement through a signed Project Implementation Agreement with City Forest Credits and agrees to the statement below.

Project Operator has committed to the 40-year project duration and signed a Project Implementation Agreement with City Forest Credits on November 18th, 2025.

PRESERVATION COMMITMENT (Section 4.1)

Describe the Preservation Commitment terms and attach a complete copy of the recorded document. If Project Area does not have the same boundaries as Preservation Commitment, please state the reasons why.

Preservation Term: 40 years

Date recorded: January 8th, 2026

Preservation Commitment Explanation:

To formalize the Project's long-term preservation commitment, the Project Operator recorded a covenant on the Property that protects standing trees and limits surface disturbance within designated

Forested Areas, while still allowing responsible forest management activities necessary to maintain or improve forest health. Because forest cover on the Property is not fully contiguous, the Project Area (i.e., the mapped Forested Areas subject to the covenant's forest-specific restrictions) is slightly smaller than the total Property acreage. The original preservation commitment, recorded on January 8th 2026 had an incorrect project acreage, so a correction was added and recorded on February 4th, 2026.

Covenants and Restrictions.
Removal of Trees. Owner shall not cut down, destroy, or remove trees located within the Forested Areas, except as necessary to:

- control or prevent hazard, disease, or fire, or
- improve forest health, or
- comply with applicable laws, the Protocol, or any Registry requirements.

Surface Alteration. Owner shall not alter the surface of the Forested Areas or place trash or debris within the Forested Areas, including, without limitation, the excavation or removal of trees, soil, sand, gravel, rock, peat, or sod except as necessary to:

- promote or maintain forest or river health, fish habitat, or forest restoration projects, including without limitation the removal of noxious or invasive species, or
- promote or maintain the health and safety of the community such as to prevent landslides or hill collapse.

Attachment: 5– Lee and Betty Sharp Orchard and Woods Preservation Commitment

DEMONSTRATION OF THREAT OF LOSS (Section 4.2, 4.3, and 4.4)

Demonstrating the Threat of Loss is shown in several ways: land use designation that allows a non-forest use, overlay zones, existing restrictions, and one of three conditions that illustrate pressure to convert the Project Area to a non-forest use.

Land use designation
Describe the land use designation, including what types of non-forest use it allows. Attach a copy of the relevant land use designations, which may include development regulations such as zoning ordinances. Include a map depicting the designation of the relevant municipality, with the Project Area boundaries clearly indicated on the map.

The project area parcels and their zoning designations fall under the Jackson County Planning Department's authority. The northernmost parcel of the project area (Parcel #: 03535220.000) holds the zoning designation A-1: General Agricultural District, While the remaining three parcels (Parcel #: 07160096.000, 07160082.000, 07160084.000) hold the designation A-2: Agricultural-Residential District (Large Lot Development). These designations are designed to provide areas primarily for agricultural purposes and low-density residential development in the case of A-1, and encourage large lots, open space and low density of population through Single-Family residential development in an agricultural

environment in the case of A-2. As a result of these designations, the parcels encompassing the project area are subject to a wide variety of potential developmental uses which threaten the trees, and the carbon stored within them.

As is shown in the project zoning map, many A-1 parcels in the neighborhood have been developed into medium density, mostly residential lots just to the north, and even more A-2 lots have been converted into higher density housing lots that have left much of the land south of the project area significantly deforested.

Attachment:
6- Lee and Betty Sharp Orchard and Woods Project Zoning Code Excerpts
7- Lee and Betty Sharp Orchard and Woods Project Zoning Map

Overlay zones or other restrictions
Describe any overlay zones that prohibit development or forest clearance such as critical areas, wetlands, or steep slopes and their protection buffers. Describe any legal encumbrances or other pre-existing tree/forest restrictions that may have hindered removal of the Project Trees (in the pre-Preservation Commitment condition). If present, attach a copy of the applicable restriction and a map depicting the overlay boundaries, with the Project Area boundaries clearly indicated on the map.

No overlay zones or other relevant restrictions or encumbrances exist on these parcels or the project area. The portion of these parcels which has been excluded from the project area (see project area map) are not the result of any overlay zones, restrictions, or encumbrances, but due to a lack of sufficiently dense tree canopy, particularly within the "hollow" center of the project area.

Threat of loss demonstration (Section 4.4 A, B, or C)
Describe one of the three threat of loss conditions that are applicable prior to the Preservation Commitment. Provide supporting evidence such as maps, sale or assessed value documentation, or appraisal information.

A) Developed or improved uses surrounding at least 30% of perimeter of Project Area
- *A map depicting the Project Area with parcel boundaries, perimeter of developed or improved uses, and calculation of the border with these uses*

B) Sold, conveyed, or assessed in past three years at value greater than $8K/acre for bare land
- *A settlement statement, assessor statement, or other evidence of land transaction*

C) Fair market value higher after conversion to a non-forested use
- *A "highest and best use" study from a state certified general real estate appraiser stating that the Project Area Would have a fair market value after conversion to a non-forested "highest and best use" greater than the fair market value after preservation]*

The project area qualifies under condition 4.4.A for threat of loss, as over 30% of its perimeter directly borders developed or improved land uses. Specifically, the project area is surrounded by a large amount of development, mainly residential, which comprises 72.71% of its total perimeter. The remaining 27.29% of the perimeter is made up of forested adjacent parcels of varying canopy densities.
The neighborhood surrounding the project area has seen a significant amount of development over recent decades and shows no signs of slowing down. This can be readily seen in the abundance of freshly constructed housing developments throughout the neighborhood, along with many actively under construction. As more of the neighborhood has become developed, the parcels containing the project area have become increasingly attractive to local land developers. Given the current absence of restrictions on residential or agricultural development within the project area, and the aforementioned significant development pressures in its vicinity, the absence of a carbon crediting project on the property would be detrimental to preserving its forest, and development would likely occur well within the project's 40-year lifespan.

Attachment:
8- Lee and Betty Sharp Orchard and Woods Project Threat of Loss Map

ATTESTATION OF NO DOUBLE COUNTING OF CREDITS AND NO NET HARM (Section 5)

Complete and attach the following attestation: Attestation of No Double Counting of Credits and Attestation of No Net Harm. Provide any additional notes as relevant. Provide a map that includes both the Project Area and the closest registered urban forest Preservation Project based on the registered urban forest preservation database KML/Shapefile provided by CFC to demonstrate that the Project does not overlap with any existing urban forest carbon preservation projects.

Project Operator has mapped the Project Area against the registered urban forest preservation project database and determined that there is no overlap of Project Area with any registered urban forest preservation carbon project.

Project Operator has signed the Attestation of No Double Counting of Credits and No Net Harm on October 21st, 2025.

Attachment:
9- Lee and Betty Sharp Orchard and Woods Project Attestation No Double Counting No Net Harm
9.1- Lee and Betty Sharp Orchard and Woods Project No Double Counting Map

ADDITIONALITY (Section 6)

Additionality is demonstrated by the Project in several ways, as described in the City Forest Credits Standard Section 4.9.1 and Tree Preservation Protocol.

Project Operator demonstrates that additionality was met through the following:

- Prior to the Preservation Commitment, the trees in the Project Area were not protected via easement or recorded encumbrance or in a protected zoning status that preserves the trees
    - See Demonstration of Threat of Loss section above
- Prior to the Preservation Commitment, the land use designation/zoning in the Project Area allowed for a non-forest use
    - See Demonstration of Threat of Loss section above
- Prior to the Preservation Commitment, the trees in the Project Area passed one of three tests to show risk of removal or conversion out of forest
    - See Demonstration of Threat of Loss section above
- The Project Operator records in the public land records an easement, covenant, or deed restriction specifically protecting the trees for the project duration of 40 years or 100 years (40 or 100 years depending on the Protocol version)
    - See Preservation Commitment section above

Taken together, the above elements allow crediting only for unprotected trees at risk of removal, which are then protected by a Project action of preservation, providing additional avoided GHG emissions.

Additionality is also embedded in the quantification methodology. Projects cannot receive credits for trees that would have remained had development occurred, nor can they receive soil carbon credits for soil that would have been undisturbed had development occurred. Leakage is prevented by a deduction for displaced development in Protocol Section 11.4.

Baseline Project Activities are not “common practice,” leaving aside financial or regulatory incentives. This project utilizes the activity penetration analysis demonstrating that, at a national scale, the measured level of urban and peri-urban forest conservation between 2001 to 2021 is 4.3%, which is less than the 5% maximum adoption capacity threshold set in the CFC Standard to demonstrate that an activity is not common practice. Support for this is found in the Registry’s Activity Penetration Analysis of Urban Forest Conservation (Tree Preservation Protocol, Version 13, Appendix E).

Additionality is also reflected in the project financing. The revenue from the sale of carbon credits will play a material role in the successful and durable preservation of the Project Area’s carbon stock by providing funding for stewardship and maintenance that ensure the forest’s long-term health and resilience. The sale of carbon credits produced by this property will pay the cost of running the carbon project, as well as fund the stewardship and maintenance of said property for the duration of the project’s timespan.

The Project Operator is a for-profit organization whose sole purpose is to connect small acreage landowners to the carbon market to preserve endangered forests within our urban/sub-urban communities. The landowner became first aware of carbon crediting and alternative preservation measures in early 2025. A notice of intent has been signed.

Project Operator has signed an Attestation of Additionality on October 21st, 2025.

Attachment:
10- Lee and Betty Sharp Orchard and Woods Project Attestation of Additionality
10.1- Lee and Betty Sharp Orchard and Woods Letter of Intent

CARBON QUANTIFICATION DOCUMENTATION (Section 11)

Follow detailed instructions in the Protocol for conducting quantification and use the Carbon Quantification Calculator to show calculations. CFC will provide the Carbon Quantification Calculator and Forest Composition Report Template. Ensure that your requested credit issuance schedule (issuance dates) is accurate and complete in the calculator. Project Operators should describe and appropriately reflect in their carbon quantification any and all planned future activities that may affect the percent canopy or carbon stocking.

Summary numbers from Carbon Quantification Calculator

Project Area (acres)	**34.01**
Percent tree canopy cover within Project Area	**100%**
Project stock (tCO_2e)	**4,996**
Accounting Stock (tCO_2e)	**3,997**
On-site avoided biomass emissions (tCO_2e)	**3,597**
On-site avoided soil carbon emissions (tCO_2e)	**1,224**
Deduction for displaced biomass emissions (tCO_2e)	**658**
Deduction for displaced soil emissions (tCO_2e)	**371**
Credits from avoided biomass emissions (tCO_2e)	**2,939**
Credits from avoided soil emissions (tCO_2e)	**853**
Total credits from avoided biomass and soil emissions (tCO_2e)	**3,792**
Credits attributed to the project (tCO_2e), excluding future growth	**3,792**
Contribution to Registry Reversal Pool Account	**379**
Total credits to be issued to the Project Operator (tCO_2e) *(excluding future growth)*	**3,413**

GHG Assertion:
Project Operator asserts that the Project results in GHG emissions mitigation of 3,413 tons CO_2e issued to the project.

Approach to quantifying carbon
Describe the forest conditions and general approach used to quantify carbon (e.g. 11.1.A with the US Forest Service General Technical Report NE-343 Tables). Attach the Carbon Quantification Calculator.

The 11.1.A methodology was utilized in this project for carbon quantification using the afforestation table B41- Longleaf-slash pine from the US Forest Service General Technical Report NE-343 for carbon quantification, divided by stand age and composition. GTR tables from the Southeast region were used for all forest stands within the project area because they most closely match local forest composition.

Attachment:
11- Lee and Betty Sharp Orchard and Woods Project Carbon Quantification Calculator

Accounting Stock Measurement Method
Provide an overview to describe quantification methods, including which method was used to assess canopy cover (e.g. i-Tree, inventory, other), forest type, and data sources.

Accounting stock was estimated according to 11.1.A using the US Forest Service General Technical Report NE-343 for B41- Longleaf-slash pine stands. Forest composition assessment was carried out by Foxworth Forestry Consultants, LLC to confirm exact acreage and forest type. The i-Tree Canopy tool was used to assess canopy cover and quantify co-benefits of preservation.

Canopy Cover
Describe which method was used to assess canopy cover (e.g. i-Tree Canopy, LiDAR, or other method approved by Registry). Provide the i-Tree Canopy report or other canopy cover assessment that shows estimated percentage of tree cover for the Project Area.

The project area was analyzed using the i-Tree Canopy tool to estimate tree canopy coverage using 150 randomized points overlaid onto satellite imagery, determining canopy coverage percentage. This analysis indicated that the project area possesses a canopy coverage of 100%.

Attachment:
12- Lee and Betty Sharp Orchard and Woods Project i-Tree Canopy Report
12.1- Lee and Betty Sharp Orchard and Woods Project i-Tree Canopy Report raw data

Forest Composition
Summarize the forest composition and attach the Forest Composition Report.

The Lee and Betty Sharp Orchard and Woods Preservation Project Area (34.01 acres) is a significantly threatened forested area located in the quickly developing coastal region of Mississippi. The project area includes two stands. Stand one (19.5 acres) is composed primarily of natural pine (slash/long leaf), along with some sweetgum and a small proportion of red oak. According to the assessment made by Foxworth Forestry Consultants, LLC, stand one is estimated to be approximately 60 years old. Stand two (14.51 acres) is also composed primarily of natural pine (slash/long leaf), along with much smaller

proportions of red bay, red oak, red maple, and sweetgum. This stand's age was also assessed by Foxworth and found to be approximately 40 years old.

Attachment:

13- Lee and Betty Sharp Orchard and Woods Project Forest Composition Report
13.1- Lee and Betty Sharp Orchard and Woods Project Forest Walk Route Map

Forest Age
Describe the forest age and how it was determined. Provide historical imagery or other materials as supporting evidence.

Historical aerial imagery has been used to document the presence and persistence of tree canopy coverage in the project area as far back as 1966 for stand one, and 1988 for stand two. This would place the age of stand one at about 60 years and stand two at 40 years.
Images from the following years were used in this analysis:

- 1942
- 1958
- 1966
- 1976
- 1988
- 2004
- 2014
- 2020

Attachment:
14- Lee and Betty Sharp Orchard and Woods Project Historical Imagery

Stand Maps
Describe the methods used to determine forest stands (e.g. GIS) and provide a map.

Foxworth Forestry Consultants, LLC determined the forest stands via review of aerial imaging and confirmed the determined boundaries as well as collected additional data using point sampling upon visit to the project site. After Foxworth determined the boundaries and qualities of the present natural pine stand, we found the corresponding USFS GTR NE-343 table, B41- Longleaf-slash pine, which we then used to quantify the on-site carbon.

Attachment:
15- Lee and Betty Sharp Orchard and Woods Project Stand Map

Area Expected to Remain in Trees after Potential Development (11.2)

Describe the land use designation, any restrictions, and the method used to determine the area expected to remain in trees after potential development (fraction at risk of removal). If residential land use, follow 11.2.B. and provide the calculation showing which percentage of accounting stock at risk of removal is appropriate to include.

The northernmost parcel of the project area (Parcel #: 03535220.000) holds the zoning designation A-1: General Agricultural District, While the remaining three parcels (Parcel #: 07160096.000, 07160082.000, 07160084.000) hold the designation A-2: Agricultural-Residential District (Large Lot Development). These designations are designed to provide areas primarily for agricultural purposes and low-density residential development in the case of A-1, and encourage large lots, open space and low density of population through Single-Family residential development in an agricultural environment in the case of A-2. There are no limitations on forest clearing for these zoning designations, as well as no deed restrictions or conservation protections currently in place that would prevent forest clearing. Under the applicable methodology in Section 11.2.A, and following guidance from the registry, 90% of the accounting forest stock is considered at risk of removal, with only 10% expected to remain as tree cover. This fraction reflects the likely extent of forest loss permissible under current land use designations and development patterns in similarly zoned areas.

Quantification of Soil Carbon - Existing Impervious Area and Impervious Limits (11.4)
The Project may claim avoidance of emissions from soil carbon caused by conversion of soils to impervious surfaces. Describe applicable land use designation and development rules, any restrictions, existing impervious area and maximum fraction impervious cover.

The northernmost parcel of the project area (Parcel #: 03535220.000) holds the zoning designation A-1: General Agricultural District, While the remaining three parcels (Parcel #: 07160096.000, 07160082.000, 07160084.000) hold the designation A-2: Agricultural-Residential District (Large Lot Development). For both of these classifications, the municipal zoning resolution states that coverage by structures may not exceed 30% of the lot area. As such, the project claims avoided emissions from soil carbon loss under the assumption that development could result in substantial soil disturbance and impervious conversion consistent with the zoning allowances.

Future Planned Project Activities
Describe future activities that may affect the percent canopy or carbon stocking in any way. Describe maintenance and stewardship activities that could improve the carbon stock.

Protection from development will be provided for 40 years by both a deed restriction and a covenant on the parcel containing the project area. The project area will remain private property and is expected to remain largely undisturbed for the duration of the project lifespan. The project area will be monitored by Three Oaks Carbon on an annual basis using up to date satellite imagery to ensure that the existing carbon stock on this property remains sequestrated.

CO-BENEFITS QUANTIFICATION DOCUMENTATION (Section 11.5)

Summarize co-benefit quantification per year and provide supporting documentation. CFC will provide a Co-Benefits Quantification calculator for quantifying rainfall interception, reduction of certain air compounds, and energy savings.

Ecosystem Services	***Resource Units***	***Value***
Rainfall Interception (m3/yr)	15,832.7	$41,411.85
Air Quality (t/yr)	1.0977	$2,195.99
Cooling – Electricity (kWh/yr)	76,937	$5,839.55
Heating – Natural Gas (kBtu/yr)	26,074	$270.92
Grand Total ($/yr)		$49,718.31

Co-benefits were quantified using CFC's Co-Benefits Quantification Calculator. These ecosystem services represent values in avoided costs of $49,718.31 annually and $1,988,732.40 over 40 years.

Attachment:
16- Lee and Betty Sharp Orchard and Woods Project Co-Benefit Calculator

SOCIAL IMPACTS (Section 12)

Project Operators shall use the Carbon Project Social Impacts template to evaluate how their Project aligns with the UN Sustainable Development Goals (SDGs). CFC will provide the template. Summarize the three to five main SDGs attributed to this Project.

SDG 3 - Good Health and Well Being

By protecting these trees, we will also protect their ability to perform the critical role of reducing stormwater runoff. Southern Mississippi experiences unpredictable and often deadly floods, which has been seen as recently as July 2025 when heavy rainfall from a tropical disturbance caused flash flooding along Highway 90 in Gulfport and flood watches throughout Biloxi. The presence of trees to slow down and absorb excess runoff is incredibly important and can make a significant difference in the severity of floods, which often represent a huge impact on the wellbeing of the locals and can result in catastrophic property damage and loss of life under dire circumstances.

SDG 6 - Clean Water and Sanitation

The protection of forests along coastal areas remains critically important to coastal health due to their ability to reduce the flow of stormwater and its overall volume due to the improved soil infiltration rates forests provide. Coastal areas such as those directly south of the project area tend to experience serious negative effects in the absence of upstream forests, including a much higher risk of flooding, loss of land due to excessive erosion, plummets in water quality due to sediment overload, and potentially ecosystem-destroying nutrient pollution due to a lack of upstream absorption. Preventing these effects from occurring within the Biloxi Bay Area is important due to the high amount of ecologically sensitive marshes and bayous in the area that have already experienced various levels of ecological degradation over recent decades.

SDG 11 - Sustainable Cities and Communities

By preserving this property, we will not only promote carbon sequestration but also ensure continued removal of atmospheric pollutants through the phytoremediation already performed by the trees present on the parcel. Additionally, this forest is situated just under a mile from Interstate 10, which is by far the largest transportation artery in the area. The property also lies directly on Tucker Road, which is one of the highest-traffic roads in the neighborhood. As a result, this forest has a high potential for the screening of pollutants released by motor vehicles along these routes.

The importance of this forests ability to screen atmospheric pollutants was made particularly clear by the fact that during each of the project operators visits to the project area, there were constant tree burnings occurring only a short distance to the south on nearby parcels which were being cleared, further eroding the aforementioned screening of atmospheric pollutants in the area.

SDG 13 - Climate Action

Looking at the historical imagery of the neighborhood in which this property is located, a clear trend over the last couple decades of forest removal making way for large amounts of residential and commercial development is plain to see. As a result, this neighborhood has lost much of its tree canopy coverage and by extension its shade, cooling ability, and UV protection. Without the environmental services provided by the remaining forest in the area, the surrounding community would experience intensified urban heat, leading to higher local temperatures, increased energy demand for cooling, greater heat-related health risks, and diminished outdoor comfort for residents. Many of these factors would lead to further compounding of the climate risks already escalating across coastal Mississippi.

SDG 15 - Life on Land

Through protection of this forest, the land's ability to handle stormwater runoff and soil infiltration rates will be maintained, helping to mitigate urban flooding, support groundwater recharge and manage rainfall more effectively. These activities also help to strengthen green infrastructure across the greater Biloxi area, stabilizing soils, reducing erosion, and supporting healthier, more resilient urban landscapes. Support for these environmental factors is of a particularly high importance along coastal Mississippi due to its existing propensity to extreme weather events, flooding, and the extreme levels of destruction they can and have wrought on unprepared gulf coast urban centers.

Attachment:
17- Lee and Betty Sharp Orchard and Woods Project Social Impacts Report

MONITORING AND REPORTING (Section 8)

Throughout the Project Duration, the Project Operator must report on tree conditions across the Project Area.

Monitoring Reports

Monitoring reports are due every three years determined by the date of the verification report. For example, if the verification report is dated January 1, 2023, the first report will be due by January 1, 2026 and every three years thereafter for the duration of the project. CFC will provide a list of dates to Project Operator after the first verification report is approved. Project Operators must submit reports in writing and must attest to the accuracy of the reports. The reports must contain any changes in eligibility status of the Project Operator and any significant tree loss. The information includes updates to land

ownership, changes to project design, changes in implementation or management and changes in tree or canopy loss. The reports must be accompanied by some form of telemetry or imaging that captures tree canopy, such as Google Earth, aerial imagery, or LiDAR. The reports must estimate any loss of stored carbon stock or soil disturbance in the Project Area.

Monitoring Plans

Describe your monitoring plans. If Project Operator plans to claim credits for future growth, describe methods that will be used to quantify future growth.

Monitoring of the project area will be conducted annually using high-resolution, up-to-date satellite imagery to track changes in tree canopy cover and verify the continued sequestration of carbon stock within the project area. Imagery analysis will be used to detect any signs of canopy loss, land disturbance, declining stand health, or any other signs degradation that could impact carbon storage. In addition to satellite imagery, any ground-based observations or available supplemental local data will be incorporated into monitoring reports to improve accuracy. All findings will be reviewed and documented in alignment with the reporting schedule and format required by CFC.

PROJECT OPERATOR SIGNATURE

Signed on February 5th in 2026, by Joseph Mezner, CEO, for Three Oaks Carbon.

Signature
Joseph Mezner

Printed Name
(360) 593-8501

Phone
joseph@threeoakscarbon.com

Email

ATTACHMENTS

Update the attachments list as appropriate for your project.

1- Lee and Betty Sharp Orchard and Woods Project Area Shapefiles
2- Lee and Betty Sharp Orchard and Woods Project Regional Map
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PROTOCOL REQUIREMENTS

Project Operator (Section 1.1)
Identify a Project Operator for the project. This is the entity or governmental body who takes responsibility for the project for the 40-year duration.

Project Duration and Project Implementation Agreement (Section 1.2, 2.2)
Project Operator must commit to a 40-year duration and sign a Project Implementation Agreement. This is a 40-year agreement between the Project Operator and City Forest Credits (the "Registry") for an urban forest carbon project.

Location Eligibility (Section 1.3)
Projects must be located in or along the boundary of at least one of the following criteria:

A. "Urban Area" per Census Bureau maps
B. The boundary of any incorporated city or town created under the law of its state;
C. The boundary of any unincorporated city, town, or unincorporated urban area created or designated under the law of its state;
D. The boundary of any regional metropolitan planning agency or council established by legislative action or public charter. Examples include the Metropolitan Area Planning Council in Boston, the Chicago Municipal Planning Agency, the Capital Area Council of Governments (CAPCOG) in the Austin area, and the Southeastern Michigan Council of Governments (SEMCOG)
E. Within the boundary of land owned, designated, and used by a municipal or quasi-municipal entity for source water or watershed protection. Examples include Seattle City Light South Fork Tolt River Municipal Watershed (8,399 acres owned and managed by the City and closed to public access);

Ownership or Right to Receive Credits Eligibility (Section 1.5)
Project Operator must demonstrate ownership of property and eligibility to receive potential credits by meeting one of the following:

A. Own the land and potential credits upon which the Project trees are located; or

B. Own an easement or equivalent property interest for a public right of way within which Project trees are located and accept ownership of those Project trees by assuming responsibility for maintenance and liability for them; or

C. Have a written and signed agreement from the landowner, granting ownership to the Project Operator of any credits for carbon storage, other greenhouse gas benefits, and other co-benefits delivered by Project trees on that landowner's land. If the Project Area is on private property, the agreements in this sub-section must be recorded in the public records in the county where the property is located. The recordation requirement can be satisfied if the agreements specified in this sub-section are contained in a recorded easement, covenant, or deed restriction on the property.

Demonstrate Tree Preservation (Section 4.1)
The Project Operator must show that the trees in the Project Area are preserved from removal by a recorded easement, covenant, or deed restriction (referred to hereafter as "Recorded Encumbrance") with a term of at least 40 years. This action is referred to as the "Preservation Commitment." This

Recorded Encumbrance must be recorded not later than 12 months after Registry approval of the Project's Application.

Demonstrate Threat of Loss (Section 4.2, 4.3, and 4.4):
The Project Operator must show that prior to the Preservation Commitment:

- Project trees were not preserved from removal through a Recorded Encumbrance or other prohibitions on their removal,
- The Project Area was:
    - In a land use designation that allowed for at least one non-forest use. Non-forest uses include industrial, commercial, transportation, residential, agricultural, or resource other than forest, as well as non-forest park, recreation, or open space uses.
    - Is not in an overlay zone that prohibits all development. Examples include critical areas or wetland designations.
- The Project Area met one of the following conditions:
    - Surrounded on at least 30% of its perimeter by non-forest, developed or improved uses, or
    - Sold, conveyed, or had assessed value within three years of preservation for greater than $8,000 average price per acre for the bare land. When the assessed value is a percentage of the appraised value, as determined by the local assessing authority, then the appraised value is the value to be used for this determination; or
    - Would have a fair market value after conversion to a non-forested "highest and best use" greater than the fair market value after preservation in subsection 4.1, as stated in a "highest and best use" study from a state certified general real estate appraiser in good standing

Additionality (Section 6)
Additionality is ensured through the following:

- Prior to the Preservation Commitment, the trees in the Project Area were not protected via easement or recorded encumbrance or in a protected zoning status that preserves the trees.
- Prior to the Preservation Commitment, the zoning in the Project Area must currently allow for a non-forest use
- Prior to the Preservation Commitment, the trees in the Project Area passed one of the three tests to show a threat or risk of removal or conversion out of forest
- The Project Operator records in the public land records an easement, covenant, or deed restriction specifically protecting the trees for the project duration of 40 years or 100 years (40 or 100 years depending on the protocol version)

Quantification for Credits (Section 11)
The full Protocol describes the following steps for carbon stock and soil carbon quantification in detail:

1. Stored carbon stock present in Project Area (Section 11.1)
   Estimate the biomass stock present and adjust for uncertainty to calculate the "Accounting Stock". This can be done using the US Forest Service General Technical Report NE-343 tables, on-site inventory of some live trees with i-Tree methods and tools, or an on-site forest inventory

2. Areas expected to remain in trees after potential development (Section 11.2)

Calculate the fraction of the Accounting Stock that likely would be emitted as a result of development, to calculate "Avoided Biomass Emissions"

3. Quantification of soil carbon (Section 11.3)
   Calculate "Avoided Soil Carbon Emissions" caused by conversion of soils to impervious surfaces in the Project Area

4. Deduction for displaced development (Section 11.4)
   Apply the deductions in Section 11.5 and Appendix B to Biomass and Soil Carbon calculations to adjust for development and emissions that would be displaced by the preservation of the Project Area (leakage deductions). This will reduce the creditable tonnes of Avoided Biomass Emissions and Avoided Soil Carbon Emissions to adjust for displaced development

5. Quantify Co-Benefits (Section 11.5)
   The Project Operator will calculate co-benefits separately from CO_2(e). The Registry will supply a spreadsheet template based on their climate zone, and will provide values for rainfall interception, reductions of air compounds, and energy savings.

6. Claiming additional credit for growth (Section 11.6)
   The Project Operator may elect to also account for ongoing growth of trees within the Project Area after Project Commencement

Social Impacts (Section 12)
The Project Operator will describe how the Project impacts contribute towards achievement of the global UN Sustainable Development Goals (SDGs). The Registry will supply a template to evaluate how the Project aligns with the SDGs.

Attestation of No Net Harm and No Double Counting (Section 5)
The Project Operator will sign an attestation that no project shall cause net harm and no project shall seek credits on trees, properties, or projects that have already received credits.

Validation and Verification by Third-Party Verifiers (Section 13)
Project compliance and quantification must be verified by a third-party Validation and Verification Body approved by the Registry.

Issuance of Credits to Project Operator (Section 7)
Ex-post credits are issued after the biomass is protected via a recorded encumbrance protecting the trees. Issuance is phased or staged over one and five years at the equivalent of 50 aces of crediting per year. This staged issuance reflects the likely staging of development over time if the Project Area were to have been developed.

After validation and verification, the Registry issues credits to the Project Operator based on the Project Area size:

- 50 acres or less: all credits are issued after validation and verification
- Greater than 50 but less than 200 acres: credits are issued in the equivalent of 50 acres per year
- Greater than 200 acres: credits are issued in equal amounts over five years

Credits for Reversal Pool Account (Section 7.3)
The Registry will issue 90% of Project credits earned and requested and will hold 10% in the Registry's Reversal Pool Account.

Understand Reversals (Section 9)
If the Project Area loses credited carbon stock, the Project Operator must return or compensate for those credits if the tree loss is due to intentional acts or gross negligence of Project Operator. If tree loss is due to fire, pests, or other acts of god (i.e., not due to the Project Operator's intentional acts or gross negligence), the Registry covers the reversed credits from its Reversal Pool Account of credits held back from all projects.

Monitoring and Reporting (Section 8)
The Project Operator must submit a report every three years for the project duration. The reports must be accompanied by some form of telemetry or imaging that captures tree canopy, such as Google Earth, aerial imagery, or LiDAR. The reports must estimate any loss of stored carbon stock or soil disturbance in the Project Area.

Attachments

Agreement to Transfer Credits

Project Area Map

Regional Area Map

Preservation Commitment

Zoning Maps

Zoning Description(s)

Threat of Loss Demonstration

Attestation of No Double Counting and No Net Harm

Attestation of Additionality

Carbon Quantification Tool

iTree Canopy Report

Forest Composition Report and Site Photos

Historical Photos

Cobenefit Calculator

Social Impacts

Agreement to Transfer Credits

OFFICIAL RECORDS JACKSON COUNTY, MS
Josh Eldridge, Chancery Clerk
Electronically Recorded
RECORDING FEE: $ 36.00
MINERAL TAX: $0.00
202602608
BK: 2246 PG: 797 - 800
02/10/2026 04:47:58 PM 4 PG(S)
Receipt # 4558

Lee and Betty Sharp Orchard and Woods Preservation

Agreement to Transfer Potential Credits

This Agreement to Transfer Potential Credits ("Agreement") is entered into this 10th day of February, 2026 (the "Effective Date") by Stefanie Goldman (the "Landowner") and Three Oaks Carbon, a Limited Liability Company ("Project Operator") whose mission is to preserve critical forests in our local communities and who has undertaken a tree preservation and carbon crediting project ("Project") on the Property of Landowner (the "Property").

1. Purpose and Intent

Project Operator and Landowner desire to generate funds for this Project by allowing Three Oaks Carbon to develop potential carbon and environmental credits that it can attempt to sell. The Landowner will receive the benefits of the tree preservation and maintenance in this project at little to no cost to the Landowner.

These potential carbon or environmental credits or offsets include amounts of carbon dioxide stored, stormwater run-off reductions, energy savings, and air quality benefits arising from the growth of trees in the Project ("Carbon+ Credits"). The Carbon+ Credits will be developed using the protocols and registry of City Forest Credits, a non-profit organization ("CFC").

2. Rights Granted

Landowner grants Three Oaks Carbon the title and rights to any and all Carbon+ Credits developed from the Project during the term of this agreement, including rights to register with CFC, and develop and sell the Carbon+ Credits.

3. Subject Lands

The Property specified in Exhibit A.

4. Obligations of Landowner

Landowner shall not cut, harvest, or damage trees in the Project except in cases of emergency involving fire or flooding or to mitigate hazard if trees are identified as a hazard by a certified arborist.

5. Obligations of Three Oaks Carbon

Three Oaks Carbon will pay all costs and assume all responsibilities for development and sale of Carbon+ Credits from the Project.

6. Landowner Representations

Landowner represents that it has authority to enter this agreement, and that the Property is free from any liens, claims, encumbrances, tenancies, restrictions, or easements that would prevent or interfere with the rights to Carbon+ Credits granted under this Agreement.

7. Three Oaks Carbon Representations

Three Oaks Carbon represents that it has either begun the Project or is prepared to act as the Project Operator for the Project.

8. Default

If either party is in default of this agreement, the other party may notify the defaulting party of the specific nature of the default. The defaulting Party has 30 days from the date of notice to correct the default. If the default is not corrected in 30 days, the non-defaulting party may cancel this agreement. Notice of cancellation shall be delivered in writing to the current contact address of the defaulting party.

9. Term of Agreement and Option to Renew

This Agreement shall remain in force for 40 years after the Effective Date of the Agreement. Three Oaks Carbon may renew this Agreement for a second 40 years if it delivers written notice of renewal to Landowner at least 90 days prior to expiration of this Agreement.

10. Governing Law

This agreement shall be construed and enforced in accordance with the laws of the State of Mississippi.

11. Parties

Project Operator		Landowner	
Name:	Three Oaks Carbon	Name:	Stefanie Goldman
Title:	CEO	Title:	Owner
Address:	950 W Bannock St Suite 1100 Boise ID 83702 USA	Address:	8 Winterberry Ct. East Brunswick NJ 08816 USA
Phone:	(360) 593-8501	Phone:	732-742-1568
Email:	joseph@threeoakscarbon.com	Email:	stefgoldman@gmail.com
Signature:	Joseph Mezner	Signature:	Stefanie Goldman
Date:	2/10/2026	Date:	2/10/2026

PRODUCED A CO DL FOR ID

PRODUCED A NJ DL FOR ID

STATE/FLORIDA
COUNTY/DUVAL

02/10/2026

Shevonne Cooke

Shevonne Cooke

SHEVONNE COOKE
Notary Public - State of Florida
Commission # HH 646027
My Comm. Expires Apr 27, 2029

THE ABOVE DOCUMENT IS A 4 PAGE AGREEMENT

This notarial act was an online notarization

Exhibit A

Legal Description of Property

The Property is described as follows:

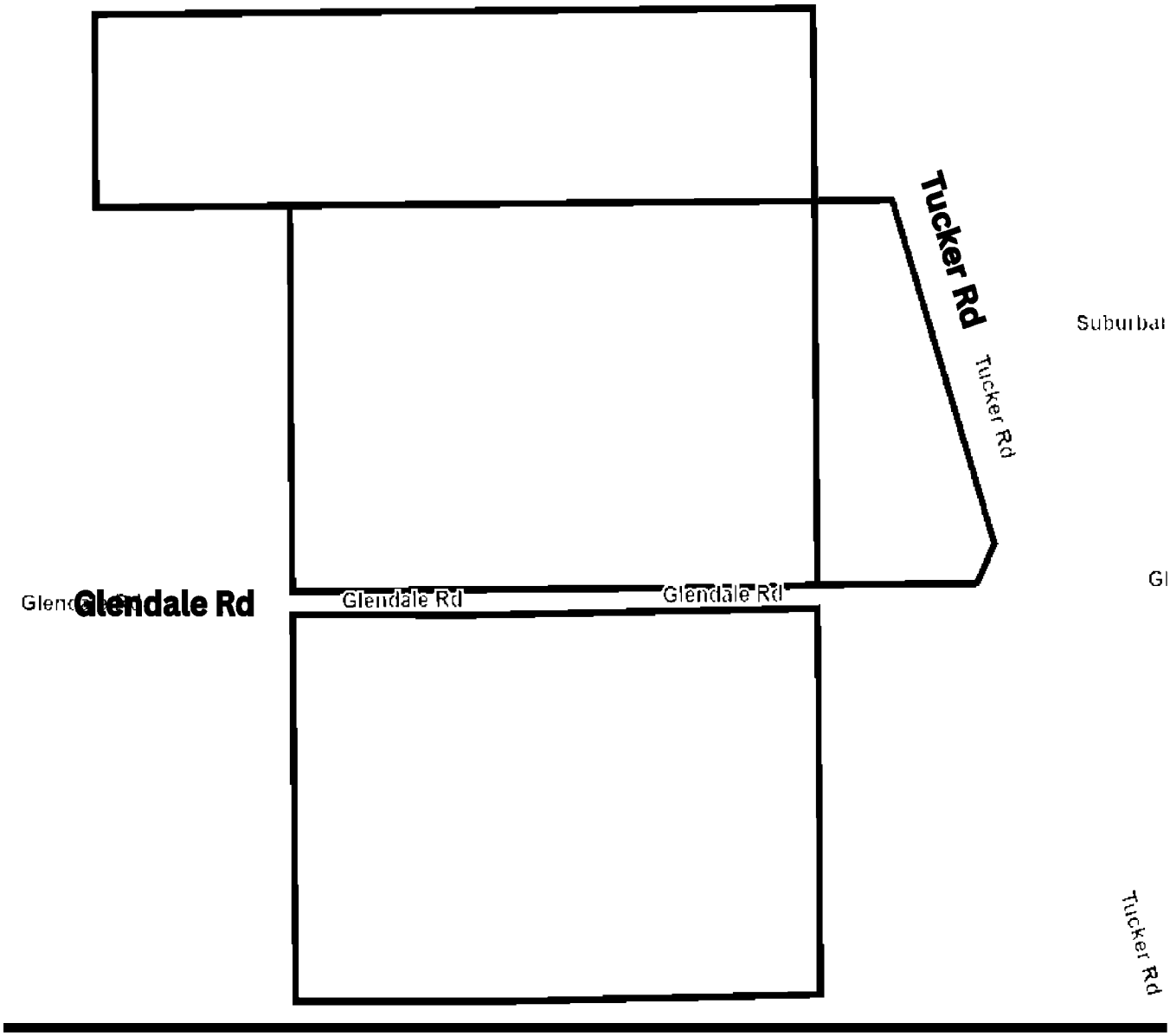
Lots 13, 14, 15, 26, 27 and the West 330 feet of Lot 28, Block 3, Suburban Acres Subdivision as per plat recorded in Plat Book 1 at Page 56 of the Plat Records of Jackson County Mississippi

AND

The South ½ of the South ½ of the SE ¼ of the SE ¼ of Section 35-6-9, Jackson County, Mississippi.

Subject properties being the same as those described in that certain Warranty Deed Reserving Life Estate dated April 22, 2005 and recorded in Deed Book 1379 at Page 788. A copy of the Affidavit of Trust for The Lee R. Sharp Living is attached to said deed as Page 3.

Lee and Betty Sharp Orchard and Woods
Property Boundaries Map



0 150 900 ft

Legend

Property Boundaries

N
W E
S

Three Oaks Carbon

Project Area Map

Lee and Betty Sharp Orchard and Woods
Project Area Map

0 150 900 ft

Legend

- Project Area Boundaries
- Project Area

N W E S

Three Oaks Carbon

Lee and Betty Sharp Orchard and Woods Property Boundaries Map

0 163 980 ft

Legend

Property Boundaries

N W E S

Three Oaks Carbon

Regional Area Map

Lee and Betty Sharp Orchard and Woods Regional Area Map

Gulf Regional Planning Commission

Legend

- Project Area
- Gulfport
- Biloxi

0 3 18 Miles

N W E S

Three Oaks Carbon

Preservation Commitment

OFFICIAL RECORDS JACKSON COUNTY, MS
Josh Eldridge, Chancery Clerk
Electronically Recorded
RECORDING FEE: $ 36.00
MINERAL TAX: $0.00
202602608
BK: 2246 PG: 797 - 800
02/10/2026 04:47:58 PM 4 PG(S)
Receipt # 4558

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1. Purpose and Intent

Project Operator and Landowner desire to generate funds for this Project by allowing Three Oaks Carbon to develop potential carbon and environmental credits that it can attempt to sell. The Landowner will receive the benefits of the tree preservation and maintenance in this project at little to no cost to the Landowner.

These potential carbon or environmental credits or offsets include amounts of carbon dioxide stored, stormwater run-off reductions, energy savings, and air quality benefits arising from the growth of trees in the Project ("Carbon+ Credits"). The Carbon+ Credits will be developed using the protocols and registry of City Forest Credits, a non-profit organization ("CFC").

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Landowner grants Three Oaks Carbon the title and rights to any and all Carbon+ Credits developed from the Project during the term of this agreement, including rights to register with CFC, and develop and sell the Carbon+ Credits.

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The Property specified in Exhibit A.

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11. Parties

Project Operator		Landowner	
Name:	Three Oaks Carbon	Name:	Stefanie Goldman
Title:	CEO	Title:	Owner
Address:	950 W Bannock St Suite 1100 Boise ID 83702 USA	Address:	8 Winterberry Ct. East Brunswick NJ 08816 USA
Phone:	(360) 593-8501	Phone:	732-742-1568
Email:	joseph@threeoakscarbon.com	Email:	stefgoldman@gmail.com
Signature:	Joseph Mezner	Signature:	Stefanie Goldman
Date:	2/10/2026	Date:	2/10/2026

PRODUCED A CO DL FOR ID

PRODUCED A NJ DL FOR ID

STATE/FLORIDA
COUNTY/DUVAL

02/10/2026

Shevonne Cooke

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SHEVONNE COOKE
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Commission # HH 646027
My Comm. Expires Apr 27, 2029

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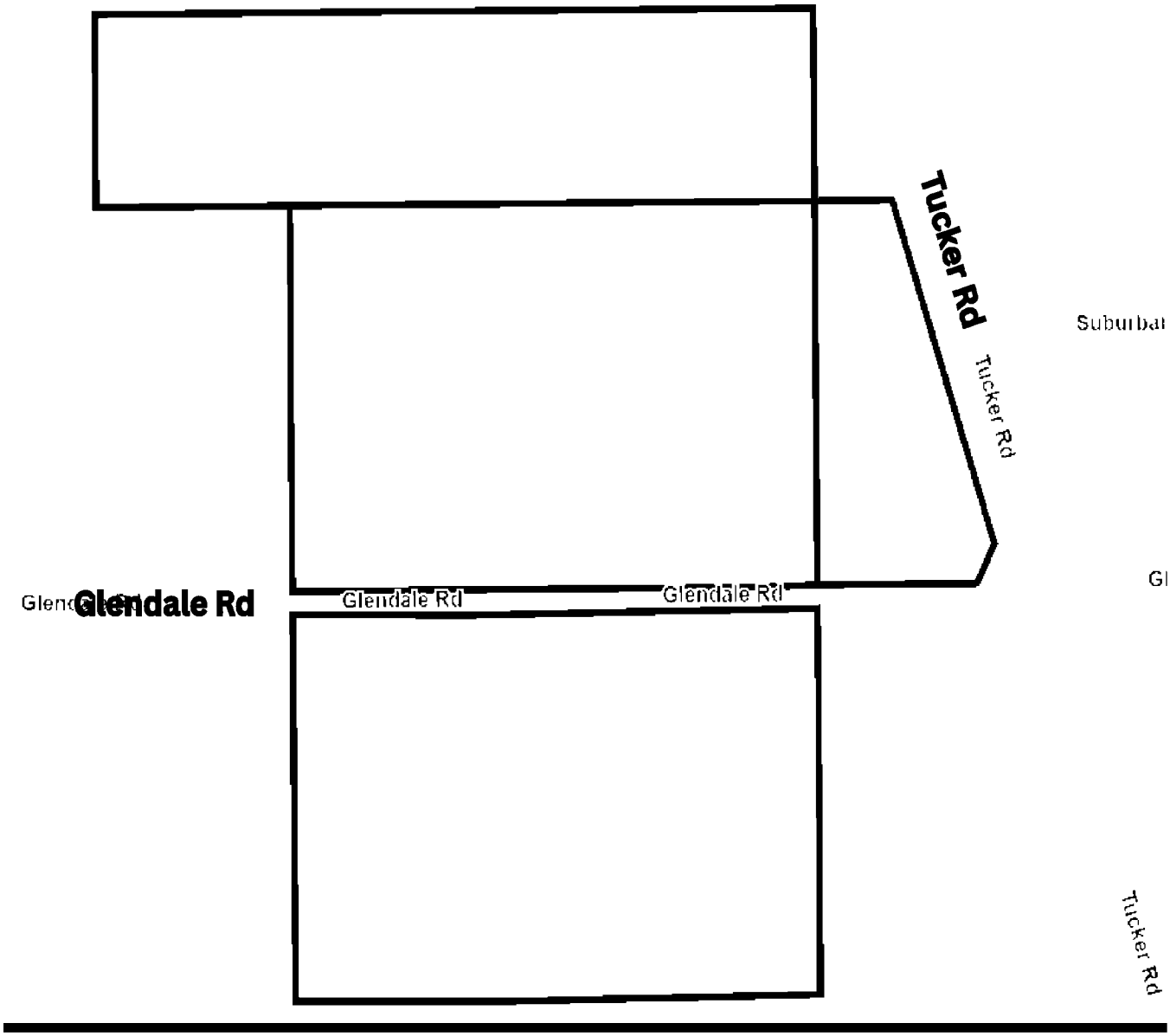
AND

The South ½ of the South ½ of the SE ¼ of the SE ¼ of Section 35-6-9, Jackson County, Mississippi.

Subject properties being the same as those described in that certain Warranty Deed Reserving Life Estate dated April 22, 2005 and recorded in Deed Book 1379 at Page 788. A copy of the Affidavit of Trust for The Lee R. Sharp Living is attached to said deed as Page 3.

Lee and Betty Sharp Orchard and Woods
Property Boundaries Map



0 150 900 ft

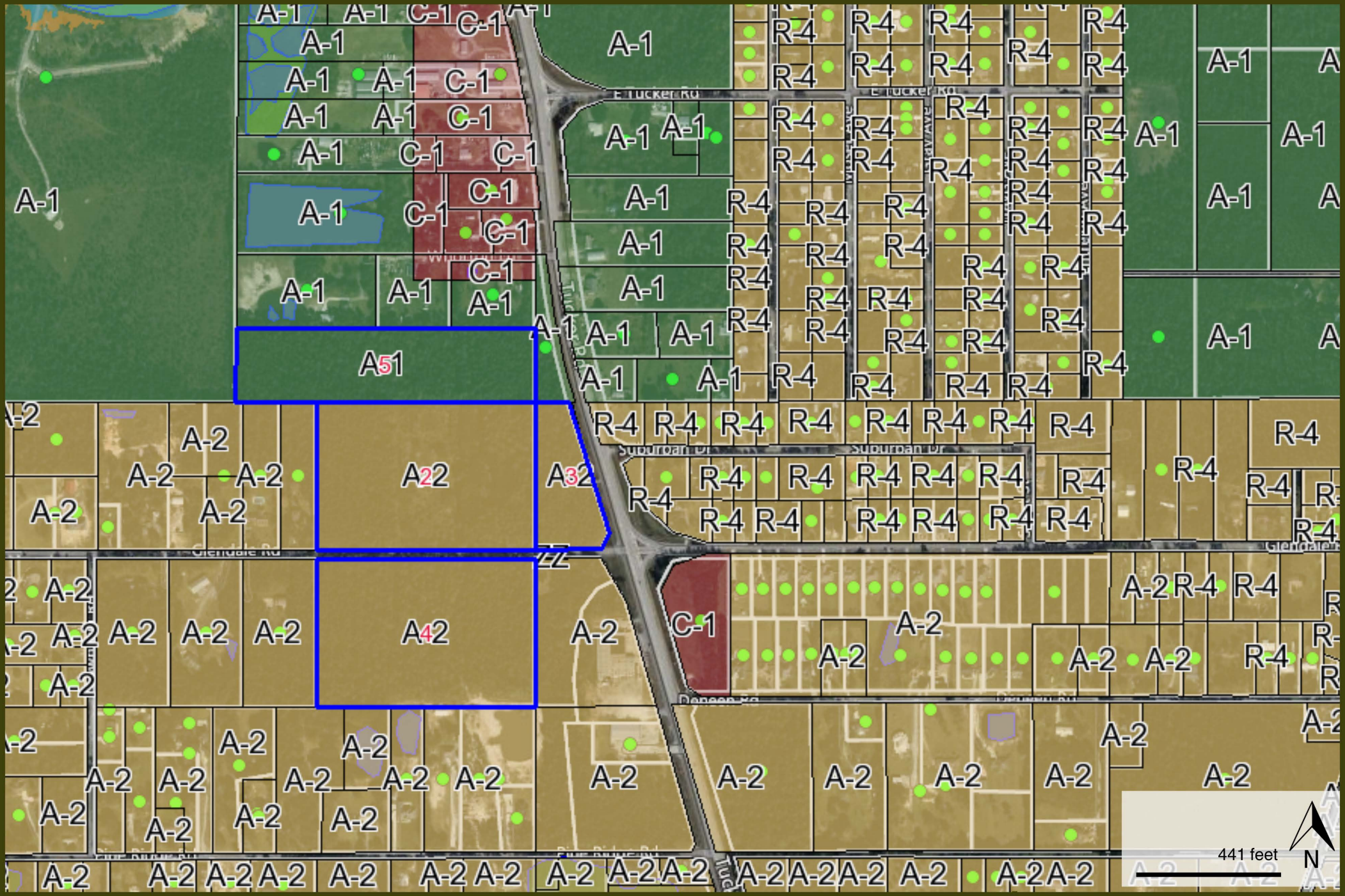
Legend

Property Boundaries

N
W E
S

Three Oaks Carbon

Zoning Maps



Lee and Betty Sharp Orchard and Woods
Zoning Map

Three Oaks Carbon

Zoning Description(s)

Lee and Betty Sharp Relevant Zoning Code Excerpts

The information in the following pages are excerpts taken from the Jackson County Mississippi Zoning Ordinance Revised 05/01/2024 by the Jackson County Planning Department.

These excerpts outline the basics of both A-1 and A-2 type districts within Jackson County, particularly their intended land use, development standards, and permitted uses.

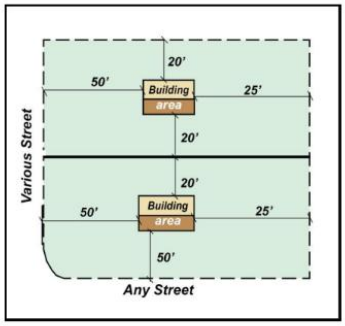
Section 5.01.01. A-1 General Agricultural District.

This district is intended to provide an area primarily for agricultural purposes and low-density residential development. Because of the rural nature, it is the purpose of this district to encourage and protect such uses from urbanization until such is warranted and the appropriate change in district classification is made. The provisions of these zoning regulations shall not be exercised so as to charge for a (required) permit with reference to a pole-barn or farm structures used for agricultural purposes in the unincorporated areas of Jackson County. This district does not allow campers, travel trailers, tents or recreational vehicles to be used for living purposes.

Table 5-3.1: A-1 General Agricultural District

Development Standards	A-1 District Requirement
A. Setbacks – Minimum setbacks required, as shown in Figure to the right.	
Front	**50 ft.** main house; **60 ft.** accessory building
Side – Interior (each)	**20 ft.** On a corner lot, the side yard abutting a street shall be the same as the required front yard.
Rear	**25 ft.**
Accessory Structures	Not less than 10 feet on each side and rear of the structure. Building shall not exceed 10% of rear yard.
B. Lot Coverage – Maximum percentage of lot area that may be covered by structures.	
Maximum Coverage	**30%*** * Main and Accessory Buildings
C. Lot Area – Minimum size of lot in this particular land use district.	
Appropriate Lot Size	**1 acre** **100 ft. (width)** at building setback line
Density	**1 dwelling unit/acre**
D. Height Limit – Maximum allowable height of structures. See Figure to the right.	
Main Structure	**35 ft.** from designated Base Flood Elevation (BFE) **45 ft.** total height from ground
E. Parking Requirements	The requirements for parking in this district can be found in Section 6.11 Off Street Automobile Vehicle Parking and Loading

F. Building Placement



G. Building Height and Profile

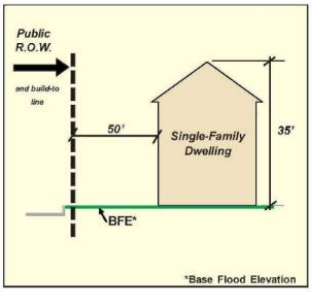


Table 5-3.1: A-1 General Agricultural District (cont.)

H. Additional site development standards:

The provisions of these zoning regulations shall not be exercised so as to charge for a (required) permit with reference to a pole-barn or farm structures used for agricultural purpose in the unincorporated areas of Jackson County. For lots not served by sanitary sewer service or central sewage disposal system, requirements of Article 4, Section 4.02.04 shall apply. Accessory buildings or uses shall not be constructed or established on a lot until construction of the principal structure is completed or the principal use is established. This district does not allow campers, travel trailers, tents or recreational vehicles to be used for living purposes.

I. Home Occupation

Home occupations are pursuant to Article 4, Section 4.5 of these regulations. Signs relating to home occupations are pursuant to Article 6.

J. Uses Permitted

- Dwelling, single-family
- Mobile Home, but not including Mobile Home Parks
- Agriculture use, building or activity
- Accessory structure or use
- Church, on a minimum of three (3) acre lot
- Golf Course, except miniature course or driving range operated for commercial purposes
- Home Occupation, where the use does not exceed 200 sq. ft. of the home area
- Livestock, including farm animals
- Model Home
- Open Space
- Pier or boathouse, slip, dock, or wharf
- Ponds, for livestock, fish or fowl, when proper permits are obtained and all zoning requirements are met
- Public parks and playground
- Public roads and highways

• Aquaculture

• Manufacture Home

• Medical Cannabis Cultivation Facility and/or Processing Facility

• Modular Home

• Secondary Living Unit

• Utilities, on a minimum ¼ acre lot

• Utility Company or maintenance facility, on a minimum ¼ acre (need not be enclosed within a structure, but must provide adequate screening by wall, fences, or other screening not less than 6 feet in height in a manner acceptable to the County Planning Department

• Utility facilities, such as distribution lines & transmission lines, such facility shall not include a business office or storage yard, on a minimum ¼ acre lot

• Utility substation, electric, gas, water, sewerage, telephone, on minimum ¼ acre lot

K. Uses Permitted on Review by the Planning Commission (see Article 9, Section 9.3 for Public Hearing Procedures)

• Animal Clinic

• Airport and landing field

• Art gallery or museum (public)

• Bed and breakfast inn

• Borrow pit

• Campground

• Child Care Facility

• Cemetery

• Circus, carnival, fair, side show, racing of motor vehicles or animals, for temporary use only

• Civic, cultural or community center

• Congregate housing

• Country Club

• Extractions of dirt, gravel, ore and various products from the earth, when the product is removed from the premises

• Day care center

- Dwelling, multi-family
- Dwelling, townhouse
- Dwelling, two-family (duplex)
- Fish camps for temporary occupancy only
- Flea Market
- Group home for the handicapped
- Housing for the elderly
- Hunting Lodge
- Kennel
- Landfill, but not including the burning of trash indoors
- Lodge or assembly hall
- Marinas
- Private park and playground
- Private nursery, day school, kindergarten and childcare center
- Public building, including libraries
- Public Quasi-Public utility/facility
- Radio and television transmission tower
- Recreational facility (private and public)
- Recreational Vehicle (RV) Park
- Riding academy or stable
- School and educational facilities, but not including business or commercial college
- Telecommunication facilities, meeting specific requirements
- Telephone exchange, but not to include administrative office, shop or garage
- University or college, not to include business or commercial college
- Neighborhood Commercial (C-1) and Light Industrial (I-2) uses
- Other similar uses as may be determined by the Planning Commission

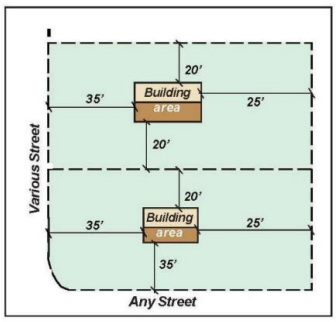
Section 5.01.02. A-2 Agricultural – Residential District (Large Lot Development).

This district is intended to provide an area for residential development with restricted agricultural endeavors. This zoning district is to encourage large lots, open space and low density of population through Single-Family residential development in an agricultural environment. The provisions of these zoning regulations shall not be exercised so as to charge for a (required) permit with reference to a pole-barn or farm structures used for agricultural purposes in the unincorporated areas of Jackson County. No farm animals or fowl are allowed except on parcels of land one (1) acre or more. This district does not allow campers, travel trailers, tents or recreational vehicles to be used for living purposes.

Table 5-3.2: A-2 Agricultural – Residential District (Large Lot Development)

Development Standards	A-2 District Requirement
A. Setbacks – Minimum setbacks required, as shown in Figure to the right.	
Front	**35 ft.** main house; **60 ft.** accessory building
Side – Interior (each)	**20 ft.** On a corner lot, the side yard abutting a street shall be the same as the front yard.
Rear	**25 ft.**
Accessory Structures	Not less than 10 feet on each side and rear of the structure. Building shall not exceed 10% of rear yard.
B. Lot Coverage – Maximum percentage of lot area that may be covered by structures.	
Maximum Coverage	**30%*** * Main and Accessory Buildings
C. Lot Area – Minimum size of lot in this particular land use district.	
Appropriate Lot Size	**0.5 acre** **100 ft. (width)** at building setback line
Density	**2.2 dwelling units/acre**
D. Height Limit – Maximum allowable height of structures. See Figure to the right.	
Main Structure	**35 ft.** from designated Base Flood Elevation (BFE) **45 ft.** total height from ground
E. Parking Requirements	The requirements for parking in this district can be found in Section 6.11 Off Street Automobile Vehicle Parking and Loading

F. Building Placement



G. Building Height and Profile

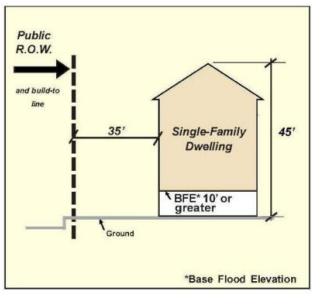


Table 5-3.2: A-2 Agricultural – Residential District (Large Lot Development) (cont.)

H. Additional site development standards

Accessory structure shall not exceed 20% of the rear yard limited by setback requirements or 50% of main structure whichever is less. The provisions of these zoning regulations shall not be exercised so as to charge for a (required) permit with reference to a pole-barn or farm structures used for agriculture purposes in the unincorporated areas of Jackson County. For lots not served by sanitary sewer service or central sewage disposal system, requirements of Article 4, Section 4.02.04 shall apply. This district does not allow campers, travel trailers, tents or recreational vehicles to be used for living purposes.

I. Home Occupation

Home occupations are pursuant to Article 4, Section 4.5 of these regulations. Signs relating to home occupations are pursuant to Article 6.

J. Uses Permitted

- Dwelling, single-family
- Accessory structure or use located on the same lot
- Agricultural use, building, or structure
- Church, on a minimum of three (3) acre lot
- Livestock, including farm animals
- Model Home
- Modular Home
- Home Occupation
- Open Space
- Pier, boathouse, slip, dock, or wharf
- Pole-Barn
- Ponds, for livestock, fish, or fowl, when proper permits are obtained, and all zoning requirements are met
- Public Park and playground
- Public roads and highways

• Secondary Living Unit

• Utilities, on a minimum ¼ acre lot

• Utility company or maintenance facility, need not to be enclosed within a structure, but must provide adequate screening (screening no less than 6 feet in height), on a minimum ¼ acre lot

• Utility facilities, such as distribution & transmission lines, unless elsewhere permitted in the district, such facility shall not include a business office or storage yard, on a minimum ¼ acre lot

• Utility substation, electric, gas, water, sewerage, telephone, on a minimum ¼ acre lot

K. Uses Permitted on Review by the Planning Commission (see Article 9, Section 9.3 for Public Hearing Procedures)

• Aquaculture

• Animal clinic

• Campground

• Cemetery

• Golf course, except miniature course or driving range operated for commercial purposes

• Mobile home, but not including Mobile Home Park

• Any uses permitted on review in A-1 General Agricultural District, with area and setback regulations of the A-1 District

• Neighborhood Commercial, as shown in the C-1 District, with area and setback regulations of the C-1 District

• Other similar uses as determined by the Planning Commission

Threat of Loss Demonstration

Lee and Betty Sharp Orchard and Woods Threat of Loss Map

0 100 600 ft

Legend

- Developed- 72.71%
- Undeveloped- 27.29%

N W E S

Three Oaks Carbon

Attestation of No Double Counting and No Net Harm

Lee and Betty Sharp Orchard and Woods
Attestation of No Double Counting of Credits & No Net Harm

I am a Project Manager of the Three Oaks Carbon and make this attestation regarding the no double counting of credits and no net harm from this tree preservation project, Lee and Betty Sharp Orchard and Woods.

1. Project Description

The Project that is the subject of this attestation is described more fully in both our Application and our Project Design Document (PDD), both of which are incorporated into this attestation.

2. No Double Counting by Applying for Credits from another Registry

Three Oaks Carbon has not and will not seek credits for CO_2 for the project trees or for this project from any other organization or registry issuing credits for CO_2 storage.

3. No Double Counting by Seeking Credits for the Same Trees or Same CO_2 Storage

Three Oaks Carbon has not and will not apply for a project including the same trees as this project nor will it seek credits for CO_2 storage for the project trees or for this project in any other project or more than once. Three Oaks Carbon checked the location of the Project Area against the Registry-provided geospatial database, which contains geospatial data on the project areas of all registered urban forest carbon preservation projects to date. Project Operator has determined that there is no overlap of Project Area or Project Trees with any registered urban forest carbon preservation project.

4. No Net Harm

The trees preserved in this project will produce many benefits, as described in our Application and PDD. Like almost all urban trees, the project trees are preserved for the benefits they deliver to people, communities, and the environment in a metropolitan area.

The project trees will produce many benefits and will not cause net harm. Specifically, they will not:

- Displace native or indigenous populations
- Deprive any communities of food sources
- Degrade a landscape or cause environmental damage

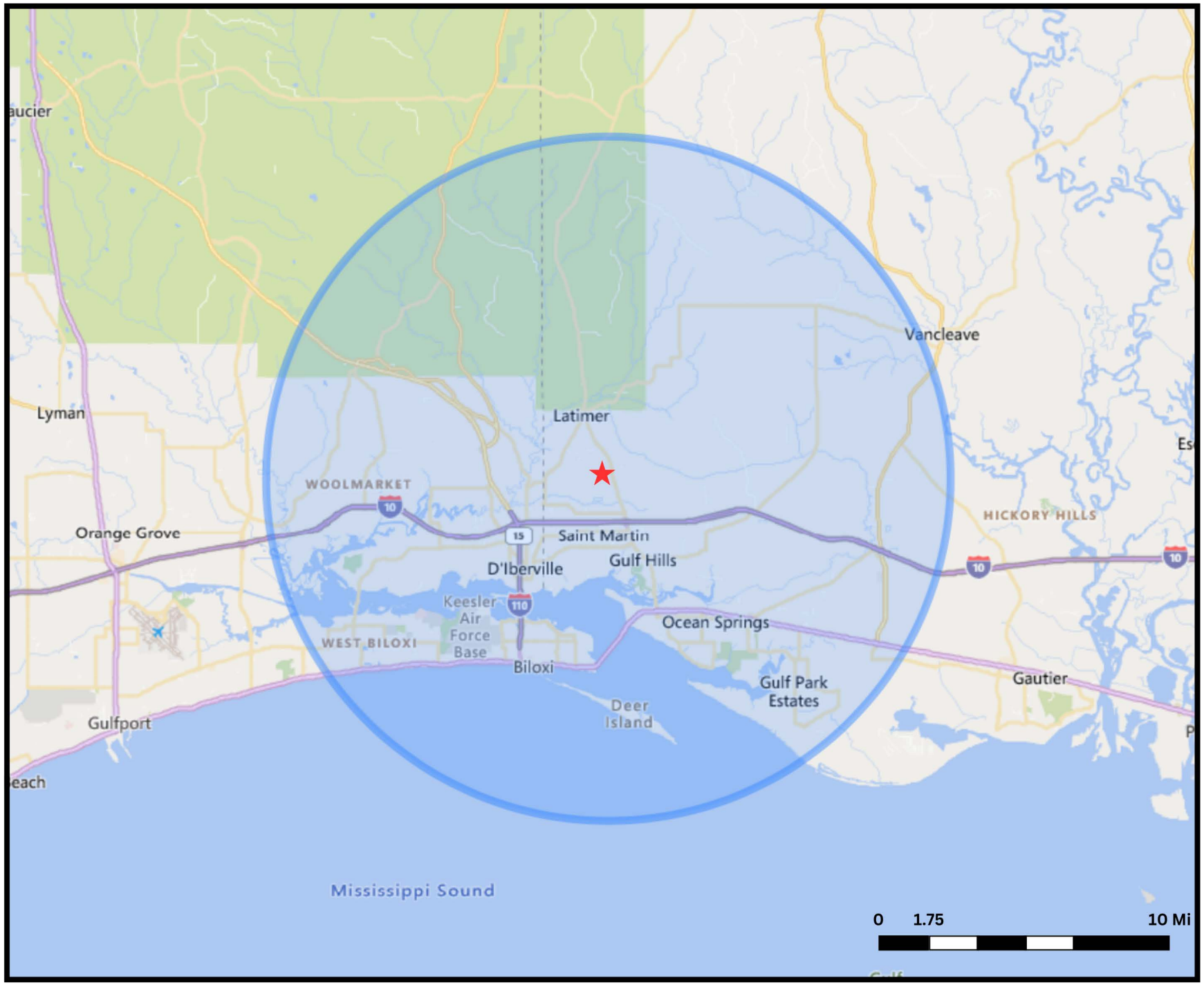
Signed on October 21st in 2025, by Conner Schubeck, Project Manager, for Three Oaks Carbon.

Conner Schubeck
Signature

(360) 201-2515
Phone

conner@threeoakscarbon.com
Email

Lee and Betty Sharp Orchard and Woods
No Double Counting Map



Legend

★ Project Area

N
W E
S

Three Oaks Carbon

Attestation of Additionality

Lee and Betty Sharp Orchard and Woods
Attestation of Additionality

I am a Project Manager of Three Oaks Carbon and make this attestation regarding additionality from this tree preservation project, Lee and Betty Sharp Orchard and Woods.

- Project Description
    - The Project that is the subject of this attestation is described more fully in the Application and the Project Design Document (PDD), both of which are incorporated into this attestation.
- Prior to the Preservation Commitment, the trees in the Project Area were not protected via easement or recorded encumbrance or in a protected zoning status that preserves the trees
- Prior to the Preservation Commitment, the zoning in the Project Area allowed for a non-forest use.
- Prior to the Preservation Commitment, the trees in the Project Area passed one of three tests to demonstrate a threat or risk of removal or conversion out of forest
- Three Oaks Carbon recorded in the public land records an easement, covenant, or deed restriction specifically protecting the trees for the project duration of 40 years
- Additionality is also embedded in the quantification methodology that our project followed. Projects cannot receive, and the project will not receive, credits for trees that would have remained had development occurred, nor can they receive soil carbon credits for soil that would have been undisturbed had development occurred. The project also had to apply a discount to credited carbon for potential displaced development due to the project.
- Project Implementation Agreement for Project Duration
    - Three Oaks Carbon signed a Project Implementation Agreement with City Forest Credits for 40 years.
- Financial Additionality
    - The successful preservation of carbon stock on the Project Area over the 40-year Project Duration requires stewardship and maintenance to manage forest health, including the increased risk of pests, disease, and invasive species encroachment in urban and peri-urban areas. The Project Operator has no guaranteed source of long-term maintenance funding outside of the carbon revenues. Property Landowners agree to bear this responsibility for the duration of the project as part of the carbon crediting agreement. Three Oaks Carbon will ensure the perpetuity of this stewardship and maintenance of the project area via monitoring conducted and reported periodically at a maximum interval of 3 years, for the 40-year project duration.
    - The revenue from the sale of carbon credits will play a material role in the successful and durable preservation of the Project Area's carbon stock by providing funding for stewardship and maintenance that ensure the forest's long-term health and resilience. The sale of carbon credits produced by this property will pay the cost of enrolling the carbon project, as well as fund the stewardship and maintenance of the property for the

duration of the project's timespan. Without enrolling in a carbon project, there would be no source of long-term stewardship funds.

- Prior consideration: The Project Operator is a for-profit organization whose sole purpose is to connect small acreage landowners to the carbon market to preserve endangered forests within our urban/sub-urban communities. The landowner became first aware of carbon crediting and alternative preservation measures in February 2025. The landowner has received multiple high offers made on these parcels by a number of real-estate developers. Without preserving the property, these parcels would likely be sold off and subdivided into developed residential neighborhoods.

Signed on October 21st in 2025, by Conner Schubeck, Project Manager, for Three Oaks Carbon.

Conner Schubeck
Signature
Conner Schubeck
Printed Name
(360)201-2515
Phone
conner@threeoakscarbon.com
Email

2/20/2025

Gino Stoneham

950 W Bannock St. Suite 1100
Boise ID, 83702

Via Electronic Mail to

Stefanie Goldman

8 Winterberry Court
East Brunswick, NJ 08816

Re: Letter of Intent to Carbon Crediting

Dear Stefanie Goldman

On behalf of Three Oaks Carbon LLC ("**TOC**"), I am pleased to submit to you, as Landowner, the following letter of intent to act as the exclusive agent to obtain and sell (this "**Proposal**") carbon credits from real property owned by Stefanie Goldman ("**Landowner**"), based on the following terms and conditions (the "**Proposed Transaction**"):

1. **Services:** TOC will perform due diligence to determine whether Landlord may obtain carbon credits related to the Property, and subject to TOC's due diligence and Landowner's eligibility, TOC will assist Landowner in obtaining carbon credit certification and selling carbon credits (the "**Services**"). TOC makes no representations or assurances relating to carbon credit certification or the sale price of carbon credits that may be obtained by Landowner.

2. **Real Property:** Property consists of 4 parcels located in Jackson County, Mississippi, commenly referred to as 8817 Tucker Road Vancleave, MS 39565 and identified by the following Jackson County APN's (collectively, the "**Property**"):

   (a) Parcel No. 07160096.000
   (b) Parcel No. 03535220.000
   (a) Parcel No. 07160084.000
   (a) Parcel No. 07160082.000

3. **Fees:** Landowner will pay TOC a commission of 25% of gross sales, net of necessary project expenses, of carbon credits.

4. **Due Diligence Period:** End of due diligence period will occur on or before May 22nd, 2025(the "**Closing Date**").

5. **Service Agreements:** Promptly after full execution of this Proposal, TOC will prepare an exclusive ecosystem services (eg. carbon credit project development) agreement for the Property ("**Binding Agreement**") for Landowner's review. The Binding Agreement will contain usual and customary

representations and warranties from Landowner, and the following provisions:

(a) Attestation by Landowner that no intentional destruction of the Property will occur during the term of the Binding Agreement;

(b) Landowner will permit access to Property by TOC or third parties to assess health of the Property during the term of the Binding Agreement, following appropriate prior notice to Landowner;

(c) Creation of a legal encumbrance on the Property (such as deed restriction) that is time limited to the contracted period (40 or 100 years);

(d) Grant of rights or interest in the Property to TOC (*e.g.*, tree rights, carbon rights, development rights) limited to the contracted period (40 or 100 years);

(e) Option for Landowner to re-enroll into carbon crediting program and receive additional revenue;

(f) Option for TOC and Landowner to engage in potential future revenue generating activities derived from property, if opportunities arise.

6. Title: Title to the Property must be good and marketable in Landowner, free and clear of all liens and encumbrances, except those approved by TOC under the terms of the Binding Agreement.

7. Non-binding Agreement: This is a letter of intent only and while the parties agree in principle to the contents of this Proposal and agree to proceed in good faith to work out the details of the Proposed Transaction, except as set forth in Section 8 of this Proposal, neither of them will have any legal obligation to the other as a result of this Proposal. Accordingly, other than with respect to the Binding Provisions, this Proposal does not constitute a binding agreement nor does it constitute an agreement to enter an agreement and the terms of this Proposal are subject to the execution and delivery of formal agreements.

8. Binding Provisions: The following paragraphs of this Proposal (the "**Binding Provisions**") are each of TOC's and Landowner's legally binding and enforceable agreements.

(a) Effectiveness and Termination of this Proposal. This Proposal will become effective on the date it is fully executed ("**Effective Date**"). There will be no liability between or among the parties as a result of the execution of this Proposal or as a result of any action taken in reliance on this Proposal or such termination, except with respect to the provisions set forth in this Section 8. The obligations set forth in this Section 8 are each of TOC's and Landowner's binding obligations,

representing contractual obligations entered into for good and valuable consideration. All the other provisions of this Proposal are a summary of the parties' discussions to date and are not binding. Failure to enforce any provision of this Proposal will not constitute a waiver of any binding term set forth in this Proposal.

(b) Exclusivity. Until the earlier of (i) 90 days from and after the Effective Date or (ii) the date on which TOC notifies Landowner that it is no longer interested in pursuing the Proposed Transaction ("**Term**"), Landowner shall not, directly or indirectly, through any representative or otherwise, solicit or entertain offers from, negotiate with, or in any manner encourage, discuss, accept, or consider any proposal or inquiry from any other person relating to the Proposed Transaction. Each party shall immediately notify the other of any contact between that party or its representatives and any other person regarding any such offer, proposal, or related inquiry. TOC may, on notice to Landowner, unilaterally extend the Term by an additional 90 days if TOC and Landowner have commenced and are negotiating, in good faith, the Binding Agreement.

(c) Property. During the Term, Landowner will not sell the Property, advertise the Property for sale or carbon leasing, and will finalize and disclose to TOC any plans related to the development or sale of portions of the Property that are not eligible for carbon crediting.

(d) Due Diligence. This Proposal is expressly subject to: (i) TOC's completion of a thorough due diligence review process acceptable to TOC with respect to the Property and eligibility for carbon crediting, and (ii) execution of the Binding Agreement. In order to facilitate these efforts, Landowner will permit TOC and its representatives, advisors (including attorneys, financial advisors and accountants), and financing sources (collectively, "**Representatives**") to have reasonable access to all appropriate management and information relating to the operations, properties, employees, suppliers and customers, financial, legal, accounting, and tax matters of Landowner, provided that such access does not unreasonably interfere with the conduct of Landowner's business. All such information and discussions conducted will be deemed Landowner's confidential information and shall not be disclosed by TOC.

(e) No Previous Carbon Crediting. Landowner represents and warrants to TOC that there is no previous carbon crediting related to the Property. This Proposal is expressly subject to TOC's confirmation that there has been no previous carbon crediting related to the Property.

(f) No Public Announcement. Neither party shall, without the other party's consent, make any announcement concerning this Proposal, their discussions or any other memoranda, letters, or agreements between them relating to the Proposed Transaction. Under no circumstances will either party discuss or disclose the existence or

terms of this Proposal (or that they are holding discussions) with or to any third party other than their respective legal, accounting, and financial advisors who have a need to know such information solely for the purposes of assisting the parties in regard to the acquisition.

(g) Confidentially and Non-Disclosure. Except as provided in this Section 8(g), the Receiving Party shall not disclose or use, and shall direct its Representatives, officers, employees, directors, agents, subsidiaries, and affiliates not to disclose or use, any Confidential Information (as defined below) with respect to the Disclosing Party or its Representatives at any time or in any manner other than in connection with its evaluation of the Proposed Transaction. For the purposes of this Proposal, the party making the disclosure is the "**Disclosing Party**," and the party(ies) receiving the disclosure is the "**Receiving Party**." "**Confidential Information**" means any confidential or proprietary information, including, in any form, that the Disclosing Party provides to the Receiving Party. For clarity, Confidential Information includes visual and other information obtained from site visits, as well as any reports or other documents resulting from such exchange of information between the parties. If the Receiving Party is uncertain whether information is confidential, the Receiving Party shall treat that information as confidential. Notwithstanding the foregoing, "Confidential Information" does not include: (A) any information that is already rightfully known to the Receiving Party, its Representatives, or to others not bound by a duty of confidentiality; (B) any information that becomes publicly available through no fault of the Receiving Party or its Representatives; or (C) any information that is independently developed by the Receiving Party as shown by the Receiving Party's written records.

(i) The Receiving Party may disclose Confidential Information of the Disclosing Party (A) that is approved for disclosure by the Disclosing Party, and (B) on an as needed basis to its Representatives who are bound by confidentiality obligations at least as restrictive as those in this Proposal.

(ii) The Receiving Party may disclose Confidential Information for purposes of any filing or obtaining any consent or approval required or prudent for the consummation of the Proposed Transaction; or for disclosure required by or necessary or appropriate in connection with legal proceedings, on the condition that, before any such disclosure, the Receiving Party must either (A) give the Disclosing Party reasonable notice before that disclosure to allow the Disclosing Party a reasonable opportunity to seek a protective order or equivalent, or (B) obtain written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation.

(iii) Upon written request of the Disclosing Party, the Receiving Party will promptly return to the Disclosing Party or destroy any Confidential Information in its possession and certify in writing to

such party that it has returned or destroyed all the Confidential Information.

(iv) None of the Disclosing Party nor any of its Representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information nor will any of them be liable to the Receiving Party or any of its Representatives relating to the Receiving Party's use of the Confidential Information or any errors therein or omissions therefrom.

(v) Except as set forth in the Definitive Agreement, the Disclosing Party retains its entire right, title, and interest, including all intellectual property rights, in and to all its Confidential Information, and nothing in this Proposal may be construed as an assignment or other transfer of any of the Disclosing Party's rights in its Confidential Information to any other party.

(vi) The parties each acknowledge that should this Section 8(g) be breached, remedies available at law are inadequate and proving damages impracticable. Therefore, in addition to all other rights and remedies available at law or in equity, the aggrieved party will be entitled to injunctive relief upon any such breach. The breaching party will pay to the aggrieved party all attorneys' fees and costs incurred by the aggrieved party as a result of such breach. Notwithstanding the foregoing, in no event will any party be liable for any consequential damages.

(h) Expenses. Except as set forth otherwise in the Binding Agreement, each party will assume the responsibility for its own transaction-related expenses, including expenses associated with due diligence, investment banking, legal and accounting work, and any relevant filing fees.

(i) Governing Law. This Proposal, the Binding Agreement, and all transactions and all executed documents will be governed by Idaho law, without respect for its conflicts of law jurisprudence.

(j) Counterparts. This Proposal may be executed in one or more counterparts, each of which will be deemed an original of this Proposal and all of which, when taken together, will constitute the same Proposal. Agreement. Delivery of an executed counterpart signature page of this Proposal by electronic means (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com, or other electronic means intended to preserve the original graphic and pictorial appearance of a document) has the same effect as delivery of an executed original of this Proposal.

This Proposal sets forth the terms and conditions for a proposed transaction and if acceptable to the Landowner, please sign two copies and return one copy to the undersigned. An executed copy of this Proposal must be received by the undersigned no later than March 20th, 2025 or this Proposal will automatically terminate.

We look forward to working with you towards the successful completion of the Proposed Transaction.

Respectfully Submitted,

THREE OAKS CARBON LLC

By: DocuSigned by: Gino Stoneham 40840D8EC10B410...

Gino Stoneham

Co-Founder

The terms of the foregoing Proposal are hereby acknowledged:

Stefanie Goldman

By: DocuSigned by: Stefanie Goldman AC1644D2D949403...

Date: 2/20/2025

Carbon Quantification Tool

City Forest Credits - Preservation Protocol Carbon Quantification Calculator

Project Operator	Three Oaks Carbon
Project Name	Lee and Betty Sharp Orchard and Woods
Project Location	Jackson County, Mississippi

Carbon Quantification Summary				**Protocol Section**	**Supplemental Inf**
		34.010	Total Project Area Acres		include project area
B41, B41,			US Forest Service General Technical Report NE-343 - Table Number	11.1.A	based on the GTR r
	51.46721552		Stand age (years)	11.1.A	determine using ae
		40.06430462	Biomass tC/ac	11.1.A	use appropraite GT
		146.9	Biomass tCO2e/ac	11.1.A	
		100%	Percent cover	11.1.A	include i-Tree Cano
		4,996	Project Stock, tCO2e	11.1.A	
		3,997	Accounting Stock, tCO2e	11.1.A	
		90%	Fraction at risk of tree removal	11.2	Based on zoning - s
		3,597	Avoided Biomass Emissions, tCO2e	11.2	
		30%	Avoided impervious surface, percent	11.3	Based on zoning - s
		10.203	Avoided impervious surface, acres	11.3	
		1,224	Avoided Soil Carbon Emissions, tCO2e	11.3	
		18.3%	Displacement	11.4	Fraction of avoided
		658	Displaced Biomass Emissions, tCO2e	11.4	
		371	Displaced Soil Emissions	11.4	Assumes that redev
		2,939	Credits from Avoided Biomass Emissions, tCO2e		
		853	Credits from Avoided Soil Emissions, tCO2e		
		3,792	Total Credits attributed to the project, tCO2e		
		379	Registry Reversal Pool Account (10%), tCO2e		
		3,413	**Total credits issued to the project, tCO2e**		
		100	**Total credits issued to the project, tCO2e/acre**		

Year	**Credits Issued This Year**	**Cumulative Credits Issued**	**Buffer Credits Issued**
1	3413	3413	379
2	0	3413	0
3	0	3413	0
4	0	3413	0
5	0	3413	0

Credit Sum Check (delete before finalizing document)

3413.084012 If not equal to B29, check math!

City Forest Credits - Preservation Protocol Carbon Quantification Calculator

Project Operator	
Project Name	
Project Location	
Stand & Zoning	

Carbon Quantification Summary			**Protocol Section**
	19.500	Total Project Area Acres	
B41		US Forest Service General Technical Report NE-343 - Table Number	11.1.A
60		Stand age (years)	11.1.A
	44.8	Biomass tC/ac	11.1.A
	164.3	Biomass tCO2e/ac	11.1.A
	100%	Percent cover	11.1.A
	3,203	Project Stock, tCO2e	11.1.A
	2,563	Accounting Stock, tCO2e	11.1.A
	90%	Fraction at risk of tree removal	11.2
	2,306	Avoided Biomass Emissions, tCO2e	11.2
	30%	Avoided impervious surface, percent	11.3
	5.85	Avoided impervious surface, acres	11.3
	702	Avoided Soil Carbon Emissions, tCO2e	11.3
	18.3%	Displacement	11.4
	422	Displaced Biomass Emissions, tCO2e	11.4
	213	Displaced Soil Emissions	11.4
	1,884	Credits from Avoided Biomass Emissions, tCO2e	
	489	Credits from Avoided Soil Emissions, tCO2e	
	2,374	Total Credits attributed to the project, tCO2e	
	237	Registry Reversal Pool Account (10%), tCO2e	
	2,136	**Total credits issued to the project, tCO2e**	
	110	**Total credits issued to the project, tCO2e/acre**	

CITY FOREST CREDITS - PRESERVATION CARBON QUANTIFICATION CALCULATOR
Credit calculator for use with standard carbon stock tables (Section 10.1.A)

Project Name	
Project Location	
Stand & Zoning	

Carbon Quantification Summary		**Protocol Section**
14.510	Total Project Area Acres	
B41	US Forest Service General Technical Report NE-343 - Table Number	11.1.A
40	Stand age (years)	11.1.A
33.7	Biomass tC/ac	11.1.A
123.6	Biomass tCO2e/ac	11.1.A
100%	Percent cover	11.1.A
1,793	Project Stock, tCO2e	11.1.A
1,434	Accounting Stock, tCO2e	11.1.A
90%	Fraction at risk of tree removal	11.2
1,291	Avoided Biomass Emissions, tCO2e	11.2
30%	Avoided impervious surface, percent	11.3
4.353	Avoided impervious surface, acres	11.3
522	Avoided Soil Carbon Emissions, tCO2e	11.3
18.3%	Displacement	11.4
236	Displaced Biomass Emissions, tCO2e	11.4
158	Displaced Soil Emissions	11.4
1,055	Credits from Avoided Biomass Emissions, tCO2e	
364	Credits from Avoided Soil Emissions, tCO2e	
1,419	Total Credits attributed to the project, tCO2e	
142	Registry Reversal Pool Account (10%), tCO2e	
1,277	**Total credits issued to the project, tCO2e**	
88	**Total credits issued to the project, tCO2e/acre**	

CITY FOREST CREDITS - PRESERVATION CARBON QUANTIFICATION CALCULATOR
Credit calculator for use with standard carbon stock tables (Section 10.1.A)

Supplemental Information/Notes
include project area for all parcels enrolled in carbon project
based on the GTR regions map and primary forest type
determine using aerial photos
use appropraite GTR table and stand age, use bottom half of table, find years on the left and use 'total nonsoil' number

include i-Tree Canopy file containing coordinates of evaluated points

Based on zoning - see 11.2 in preservation protocol

Based on zoning - see 11.3 in preservation protocol

Fraction of avoided development that cannot be served by development or re-development of existing non-treed properties within the urban area

Assumes that redevelopment causes increase in impervious surface on reveveloped parcels

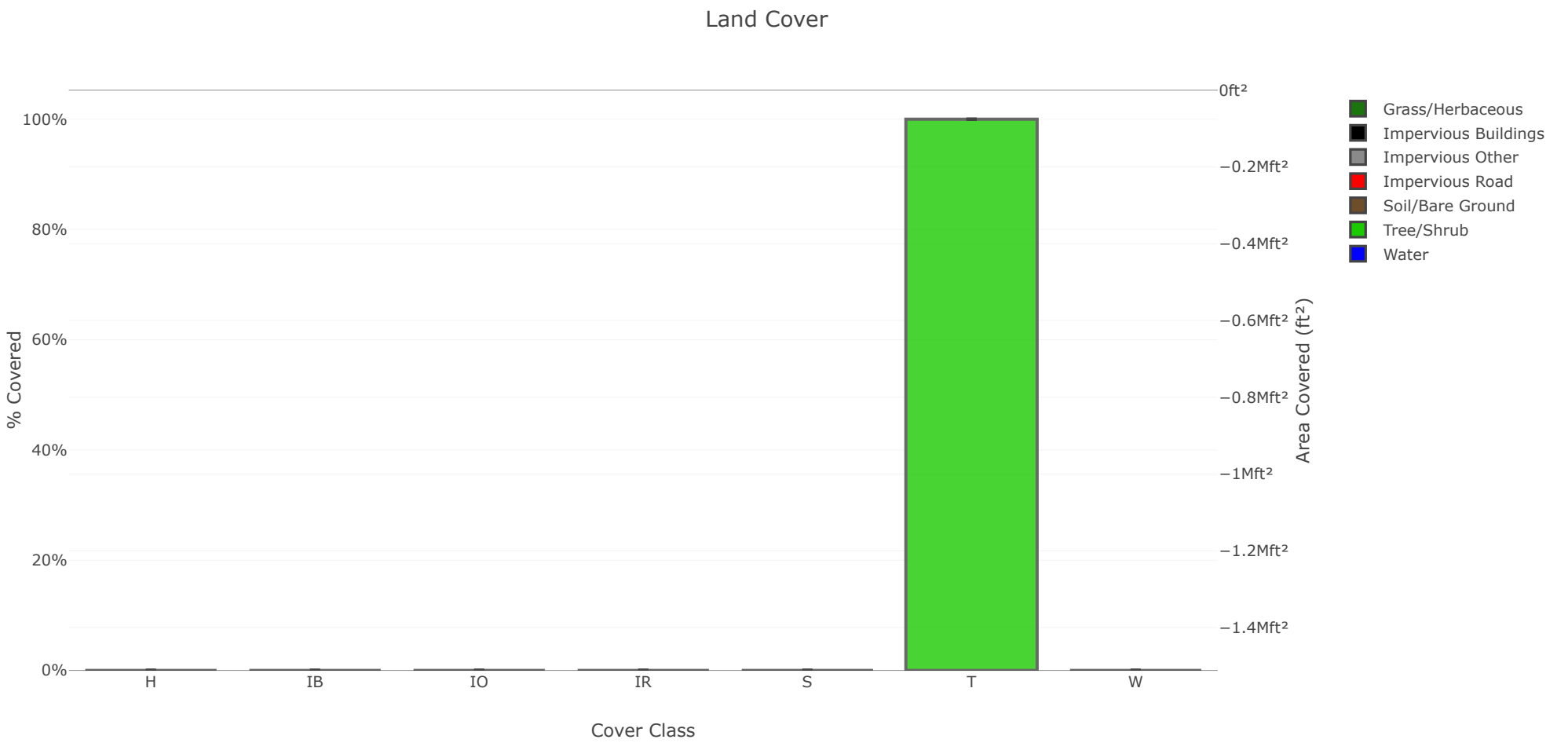
iTree Canopy Report

i-Tree Canopy Report

i-Tree Benefits and Cover Assessment

Estimated using random sampling statistics on 12/9/2025

Land Cover



Abbr.	Cover Class	Description	Points	% Cover ± SE	Area (ft²) ± SE
H	Grass/Herbaceous		0	0.00 ± 0.00	0.00 ± 0.00
IB	Impervious Buildings		0	0.00 ± 0.00	0.00 ± 0.00
IO	Impervious Other		0	0.00 ± 0.00	0.00 ± 0.00
IR	Impervious Road		0	0.00 ± 0.00	0.00 ± 0.00
S	Soil/Bare Ground		0	0.00 ± 0.00	0.00 ± 0.00
T	Tree/Shrub		150	100.00 ± 0.00	-1436197.94 ± 0.00
W	Water		0	0.00 ± 0.00	0.00 ± 0.00
Total			**150**	**100.00**	**-1436197.94**

Tree Benefit Estimates: Carbon (English units)

Description	Carbon (oz)	±SE	CO_2 Equiv. (oz)	±SE	Value (USD)	±SE
Sequestered annually in trees	-1,700,340.74	±0.00	-6,234,582.72	±0.00	$-22,912	±0
Stored in trees (Note: this benefit is not an annual rate)	-36,296,645.66	±0.00	-133,087,700.77	±0.00	$-489,098	±0

Currency is in USD and rounded. Standard errors of removal and benefit amounts are based on standard errors of sampled and classified points. Amount sequestered is based on 1.184 oz of Carbon, or 4.341 oz of CO_2, per ft²/yr and rounded. Amount stored is based on 25.273 oz of Carbon, or 92.667 oz of CO_2, per ft² and rounded. Value (USD) is based on $0.01/oz of Carbon, or $0.00/oz of CO_2 and rounded. (English units: oz = ounces, ft² = square feet)

Tree Benefit Estimates: Air Pollution (English units)

Abbr.	Description	Amount (oz)	±SE	Value (USD)	±SE
CO	Carbon Monoxide removed annually	-669.96	±0.00	$-3	±0
NO2	Nitrogen Dioxide removed annually	-2,911.03	±0.00	$-4	±0
O3	Ozone removed annually	-36,813.86	±0.00	$-316	±0
SO2	Sulfur Dioxide removed annually	-1,885.26	±0.00	$-1	±0
PM2.5	Particulate Matter less than 2.5 microns removed annually	-2,410.66	±0.00	$-836	±0
PM10*	Particulate Matter greater than 2.5 microns and less than 10 microns removed annually	-10,086.77	±0.00	$-210	±0
Total		**-54,777.55**	**±0.00**	**$-1,370**	**±0**

Currency is in USD and rounded. Standard errors of removal and benefit amounts are based on standard errors of sampled and classified points. Air Pollution Estimates are based on these values in oz/ft²/yr @ $/oz/yr and rounded:
CO 0.000 @ $0.00 | NO2 0.002 @ $0.00 | O3 0.026 @ $0.01 | SO2 0.001 @ $0.00 | PM2.5 0.002 @ $0.35 | PM10* 0.007 @ $0.02 (English units: oz = ounces, ft² = square feet)

Tree Benefit Estimates: Hydrological (English units)

Abbr.	Benefit	Amount (oz)	±SE	Value (USD)	±SE
AVRO	Avoided Runoff	-10,368,239.56	±0.00	$-724	±0
E	Evaporation	-524,072,419.69	±0.00	N/A	N/A
I	Interception	-528,060,351.28	±0.00	N/A	N/A
T	Transpiration	-755,173,657.64	±0.00	N/A	N/A
PE	Potential Evaporation	-2,839,394,718.45	±0.00	N/A	N/A
PET	Potential Evapotranspiration	-2,544,448,648.14	±0.00	N/A	N/A

Currency is in USD and rounded. Standard errors of removal and benefit amounts are based on standard errors of sampled and classified points. Hydrological Estimates are based on these values in oz/ft²/yr @ $/oz/yr and rounded:
AVRO 7.219 @ $0.00 | E 364.903 @ N/A | I 367.679 @ N/A | T 525.814 @ N/A | PE 1,977.022 @ N/A | PET 1,771.656 @ N/A (English units: oz = ounces, ft² = square feet)

About i-Tree Canopy

The concept and prototype of this program were developed by David J. Nowak, Jeffery T. Walton, and Eric J. Greenfield (USDA Forest Service). The current version of this program was developed and adapted to i-Tree by David Ellingsworth, Mike Binkley, and Scott Maco (The Davey Tree Expert Company)

Limitations of i-Tree Canopy

The accuracy of the analysis depends upon the ability of the user to correctly classify each point into its correct class. As the number of points increase, the precision of the estimate will increase as the standard error of the estimate will decrease. If too few points are classified, the standard error will be too high to have any real certainty of the estimate.

Id	Cover Clas	Description	Latitude	Longitude
1	Tree/Shrub		30.47009	-88.8511
2	Tree/Shrub		30.46889	-88.852
3	Tree/Shrub		30.47263	-88.8536
4	Tree/Shrub		30.46944	-88.8502
5	Tree/Shrub		30.47297	-88.8523
6	Tree/Shrub		30.47275	-88.8536
7	Tree/Shrub		30.47279	-88.8507
8	Tree/Shrub		30.47274	-88.8506
9	Tree/Shrub		30.46983	-88.8514
10	Tree/Shrub		30.47021	-88.8522
11	Tree/Shrub		30.4708	-88.8491
12	Tree/Shrub		30.47136	-88.8498
13	Tree/Shrub		30.47227	-88.8523
14	Tree/Shrub		30.46989	-88.8508
15	Tree/Shrub		30.47147	-88.85
16	Tree/Shrub		30.47144	-88.8492
17	Tree/Shrub		30.47068	-88.849
18	Tree/Shrub		30.47262	-88.8526
19	Tree/Shrub		30.47297	-88.8507
20	Tree/Shrub		30.46897	-88.8512
21	Tree/Shrub		30.46909	-88.8513
22	Tree/Shrub		30.4701	-88.8523
23	Tree/Shrub		30.47263	-88.8514
24	Tree/Shrub		30.47132	-88.8521
25	Tree/Shrub		30.47085	-88.8499
26	Tree/Shrub		30.46866	-88.8502
27	Tree/Shrub		30.46851	-88.8517
28	Tree/Shrub		30.46974	-88.8508
29	Tree/Shrub		30.47231	-88.8504
30	Tree/Shrub		30.47046	-88.8505
31	Tree/Shrub		30.47146	-88.8495
32	Tree/Shrub		30.47296	-88.8518
33	Tree/Shrub		30.46872	-88.8499
34	Tree/Shrub		30.47292	-88.8509
35	Tree/Shrub		30.46873	-88.8502
36	Tree/Shrub		30.47285	-88.8535
37	Tree/Shrub		30.47262	-88.8503
38	Tree/Shrub		30.46952	-88.8501
39	Tree/Shrub		30.47003	-88.8523
40	Tree/Shrub		30.46912	-88.8499
41	Tree/Shrub		30.47114	-88.8519
42	Tree/Shrub		30.47269	-88.8514
43	Tree/Shrub		30.47237	-88.8519

44	Tree/Shrub	30.47179	-88.8502
45	Tree/Shrub	30.47063	-88.8489
46	Tree/Shrub	30.46967	-88.8498
47	Tree/Shrub	30.47066	-88.8498
48	Tree/Shrub	30.46913	-88.851
49	Tree/Shrub	30.47228	-88.8528
50	Tree/Shrub	30.46912	-88.8499
51	Tree/Shrub	30.47149	-88.8498
52	Tree/Shrub	30.47152	-88.85
53	Tree/Shrub	30.4697	-88.8512
54	Tree/Shrub	30.46936	-88.8502
55	Tree/Shrub	30.46944	-88.8511
56	Tree/Shrub	30.46866	-88.8519
57	Tree/Shrub	30.4722	-88.8504
58	Tree/Shrub	30.47294	-88.8499
59	Tree/Shrub	30.47307	-88.8505
60	Tree/Shrub	30.47284	-88.8514
61	Tree/Shrub	30.46904	-88.8524
62	Tree/Shrub	30.46931	-88.852
63	Tree/Shrub	30.47151	-88.852
64	Tree/Shrub	30.47299	-88.8535
65	Tree/Shrub	30.47268	-88.8497
66	Tree/Shrub	30.47154	-88.8491
67	Tree/Shrub	30.47017	-88.8502
68	Tree/Shrub	30.46908	-88.8499
69	Tree/Shrub	30.4694	-88.8506
70	Tree/Shrub	30.47299	-88.8507
71	Tree/Shrub	30.47193	-88.8503
72	Tree/Shrub	30.47149	-88.8494
73	Tree/Shrub	30.47213	-88.8502
74	Tree/Shrub	30.46995	-88.8521
75	Tree/Shrub	30.47196	-88.8519
76	Tree/Shrub	30.47267	-88.8522
77	Tree/Shrub	30.47166	-88.852
78	Tree/Shrub	30.46983	-88.8526
79	Tree/Shrub	30.47137	-88.8491
80	Tree/Shrub	30.47243	-88.8498
81	Tree/Shrub	30.46936	-88.8506
82	Tree/Shrub	30.47	-88.8507
83	Tree/Shrub	30.46917	-88.8513
84	Tree/Shrub	30.46902	-88.852
85	Tree/Shrub	30.47224	-88.8506
86	Tree/Shrub	30.47211	-88.852
87	Tree/Shrub	30.47233	-88.8529

88	Tree/Shrub	30.46963	-88.8504
89	Tree/Shrub	30.46953	-88.852
90	Tree/Shrub	30.46972	-88.8525
91	Tree/Shrub	30.46859	-88.8501
92	Tree/Shrub	30.46882	-88.8526
93	Tree/Shrub	30.46953	-88.8524
94	Tree/Shrub	30.46876	-88.8498
95	Tree/Shrub	30.4686	-88.8523
96	Tree/Shrub	30.47225	-88.8513
97	Tree/Shrub	30.47093	-88.8491
98	Tree/Shrub	30.47224	-88.853
99	Tree/Shrub	30.46993	-88.8514
100	Tree/Shrub	30.47272	-88.853
101	Tree/Shrub	30.47302	-88.851
102	Tree/Shrub	30.46883	-88.85
103	Tree/Shrub	30.47043	-88.8502
104	Tree/Shrub	30.47086	-88.8501
105	Tree/Shrub	30.46919	-88.8502
106	Tree/Shrub	30.47275	-88.85
107	Tree/Shrub	30.47285	-88.8514
108	Tree/Shrub	30.47045	-88.8501
109	Tree/Shrub	30.47305	-88.8511
110	Tree/Shrub	30.47299	-88.851
111	Tree/Shrub	30.47041	-88.8502
112	Tree/Shrub	30.46959	-88.8511
113	Tree/Shrub	30.47216	-88.8499
114	Tree/Shrub	30.47146	-88.8494
115	Tree/Shrub	30.47257	-88.8508
116	Tree/Shrub	30.47223	-88.8516
117	Tree/Shrub	30.46955	-88.8511
118	Tree/Shrub	30.47004	-88.8511
119	Tree/Shrub	30.46956	-88.8503
120	Tree/Shrub	30.47175	-88.8503
121	Tree/Shrub	30.47268	-88.85
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123	Tree/Shrub	30.47281	-88.8512
124	Tree/Shrub	30.46992	-88.8526
125	Tree/Shrub	30.46979	-88.8515
126	Tree/Shrub	30.4725	-88.8534
127	Tree/Shrub	30.47023	-88.8511
128	Tree/Shrub	30.46977	-88.8524
129	Tree/Shrub	30.46964	-88.8518
130	Tree/Shrub	30.47089	-88.8503
131	Tree/Shrub	30.47185	-88.8503

132	Tree/Shrub	30.47259	-88.8538
133	Tree/Shrub	30.47055	-88.8518
134	Tree/Shrub	30.4722	-88.8507
135	Tree/Shrub	30.47276	-88.8512
136	Tree/Shrub	30.47	-88.852
137	Tree/Shrub	30.47221	-88.8505
138	Tree/Shrub	30.46926	-88.8509
139	Tree/Shrub	30.46985	-88.8511
140	Tree/Shrub	30.46922	-88.8504
141	Tree/Shrub	30.47274	-88.8531
142	Tree/Shrub	30.47258	-88.8504
143	Tree/Shrub	30.46994	-88.8497
144	Tree/Shrub	30.47004	-88.8511
145	Tree/Shrub	30.47046	-88.8504
146	Tree/Shrub	30.47075	-88.8525
147	Tree/Shrub	30.47245	-88.8525
148	Tree/Shrub	30.47065	-88.8518
149	Tree/Shrub	30.46951	-88.8498
150	Tree/Shrub	30.47225	-88.8509

Forest Composition Report and Site Photos

Lee and Betty Sharp Orchard and Woods
Forest Composition Report

Credentials

I am Jason Cooksey, Forester for Foxworth Forestry Consultants, LLC. I prepared this Forest Composition Report for the Lee and Betty Sharp Orchard and Woods Preservation Project (Project #071) in the Latimer area of Jackson County, Mississippi, on August 15th, 2025.
I hold a Bachelor of Science Degree in Forest Management from Mississippi State University. I am a Registered Forester with the state of Mississippi and a member of the Association of Consulting Foresters. I have worked as a consulting forester since 1997, primarily in South Mississippi.

Background and Assignment

On July 30th, 2025, I was contacted by Three Oaks Carbon and asked to perform a forest stand assessment and to author this Forest Composition Report for their work on the Goldman property. The assignment was to estimate species relative abundance (per-acre stem density), forest health, forest-succession trends, historical and current land use patterns and prevalence of invasive plant species.

The description below is based upon a site visit to the property on August 15th, 2025. Images from the site visit are included as Exhibit A of this document.

The Project Area

The Goldman property consists of four parcels that total 43.41 acres. Of that 43.41 acres, the 34.01 that make up the Project Area and are covered in a natural Slash (Pinus elliottii)/Longleaf (Pinus palustris) pine cover type. The subject property is bisected by Glendale Road, with 15 acres of natural pine being south of Glendale Road. The property can be accessed by a driveway that connects to Tucker Road.

Field Assessment – Methodology

Prior to visiting the subject property, aerial photographs were reviewed to determine a plan of action for collection of the data and stand information required by Three Oaks Carbon. Based on aerial photos and knowledge of the area, it was determined that point sampling was the best avenue for data collection. It was also observed that the property consisted of two forest stands: Stand 1 is natural pine (slash/longleaf) approximately 60 years old, and Stand 2 is natural pine, approximately 40 years old.

Based upon the above-mentioned factors a basal-area factor (BAF) of 20 was selected for the sampling, with a 95% confidence interval for estimates of per-acre stem density. Additionally, a DBH cutoff of ≥4" was utilized. The 20 selected sample points were visited in sequence 1-20 (see Exhibit B). Field data collected for each tree tallied "in" in each of the 20 sample points were species, DBH and estimated total height. Forest health, quality, and the presence of invasive species was noted on each point and while traversing the property. Cruise points were analyzed using Heuristic Solutions Timber Cruise Program.

Findings

As mentioned earlier, data collection and property inspection was conducted on August 15, 2025. The data collection was based on a systematic grid (see Exhibit B). Glendale Road allows for easy access to the southern portion of the property. Only a couple trails leading from the house to the pasture have been in use. No interior trails or woods roads were discovered during data collection.

As previously stated, the project area consists of two stands of natural Slash/Longleaf pine. The natural pine stands are the only portion of the property with significant wooded characteristics and are further discussed below:

Stand 1: Natural Pine (Slash/Longleaf)

Table 1.

Stand 1. Natural Slash/Longleaf Pine					
Stand Acres: 19.5					
Species Composition		Basal Area Total (sq.ft.acre)		Trees Per Acre	Avg. DBH (in.)
Slash Pine	91	57.23%	88	38.09%	13.8
Long Leaf Pine	29	18.23%	30	12.98%	13.2
Red Oak	2	1.25%	5	2.16%	8.0
Sweetgum	37	23.27%	108	46.75%	7.8
Stand Totals	159	100.00%	231	100.00%	11.2

Table 2: Forest composition breakdown

Stand size (acres)	19.5
Stand age (years)	60
GTR table number	B41 Longleaf Slash Pine

Stand 1 covers 19.5 acres. It took its current make up in the mid 1960's (see exhibit D). It appears the stand has never had any type of timber harvesting. The density of the stand is even with few exceptions of mortality due to lightning strikes and hurricanes. But for the most part the stand has avoided any major damage considering its location. Pine (slash/longleaf) make up 75% of the stand species with a variety of hardwood species making up the balance (see Table 1.).

Stand 1 has an average basal area (BA) per acre of 159 sq. ft. and 231 trees per acre (TPA). The average diameter at breast height (DBH) for the stand is 11.2 inches. This stand can be considered fully stocked and is comparable to that of 60-year old slash longleaf pine forests in Mississippi, according to the US Forest Service Inventory Analysis database (Exhibit E). The stand can be considered to be 60 years of age. This is based on analysis of historic aerial photos (See Exhibit D). Stems are uniformly distributed throughout the stand, per acre and by DBH.

This stand is in good health. No evidence of insect attack or disease was encountered. Chinese Tallow trees and Cogon grass were the only invasive species encountered. However, they were scattered and not hugely prevalent.

There is no significant evidence of natural regeneration in Stand 1. Although the stand is in good health, pinecone production appears to be sparse, causing some concern with future natural pine regeneration.

Stand 2: Natural Pine (Slash/Longleaf)

Table 3.

Stand 2. Natural Slash/Longleaf Pine					
Stand Acres: 14.51					
Species Composition		Basal Area Total (sq.ft.acre)		Trees Per Acre	Avg. DBH (in.)
Slash Pine	47	42.34%	45	27.78%	13.8
Long Leaf Pine	47	42.34%	74	45.67%	11.3
Red Bay	11	9.92%	31	19.15%	8.4
Red Oak	2	1.80%	5	3.08%	9.0
Red Maple	2	1.80%	4	2.47%	10.0
Sweetgum	2	1.80%	3	1.85%	12.0
Stand Totals	111	100.00%	162	100.00%	11.3

Table 4: Forest composition breakdown

Stand size (acres)	14.51
Stand age (years)	40
GTR table number	B41 Longleaf Slash Pine

Stand 2 covers 14.51 acres and it began to take shape in the late 1970's. It took its current make up in the late 1980's (see exhibit D). It appears the stand has never had any type of timber harvesting. The density of the stand is even with few exceptions of mortality due to lightning strikes and hurricanes. But for the most part the stand has avoided any major damage considering its location. Pine (slash/longleaf) make up 84% of the stand species with a variety of hardwood species making up the balance (see Table 3.).

Stand 2 has an average basal area (BA) per acre of 111 sq. ft. and 162 trees per acre (TPA). The average diameter at breast height (DBH) for the stand is 11.3 inches. This stand can be considered fully stocked and is comparable to that of 40-year old slash longleaf pine forests in Mississippi, according to the US Forest Service Inventory Analysis database (Exhibit E). The stand can be considered around 40 years of age. This is based on analysis of historic aerial photos (See Exhibit D). Stems are uniformly distributed throughout the stand, per acre and by DBH.

This stand is in good health. No evidence of insect attack or disease was encountered. Chinese Tallow trees and Cogon grass were the only invasive species encountered. However, they were scattered and not hugely prevalent.

There is no significant evidence of natural regeneration in Stand 2. Although the stand is in good health, pinecone production appears to be sparse, causing some concern with future natural pine regeneration.

Signed on October 15, 2025, by Jason Cooksey, Forester, Foxworth Forest Consultants LLC.

Signature

228-229-4453

Phone

jason@foxworthforestry.com

Email

Exhibit A – Forest Photos and Data (see Exhibit B for locations)

Stand 1, Point 1

Stand 2, Point 3

Stand 2, Point 4

Stand 2, Point 7

Stand 1, Point 9

Stand 1, Point 17

Exhibit B – Forest Walk Route Map

See '14.1- Lee and Betty Sharp Orchard and Woods Project Forest Walk Route Map.pdf'

Exhibit C – Forest Stand Map

See '16- Lee and Betty Sharp Orchard and Woods Project Stand Map.pdf'

Exhibit D – Forest Age Supporting Documentation

See '15- Lee and Betty Sharp Orchard and Woods Project Historical Imagery.pdf' for forest age supporting documentation

Exhibit E – Supporting Documentation for Comparable Basal Area

The US Forest Service EVALIDator tool allows users to produce population estimates of key forest metrics based on the current Forest Inventory Analysis database.

To understand the average basal area of long leaf slash pine forest of comparable age in Mississippi, the following parameters were entered into EVALIDator 2.1.5:

- Numerator:
  - 1004 - Basal area of live trees (at least 1 inch dbh) in square feet, on forestland
  - 1005 Basal area of growing-stock trees (at least 5 inches d.b.h.), in square feet, on forest land
- Denominator: 2- Area of forestland, in acres (Use FIA definition of forest land)
- Dataset: Mississippi 282024
- Page Variable: Forest Type Group
- Row variable: stand age 5 yr classes
- Filtering clause: None

The Basal area per acre (a measure of stand density) for the Project Area is comparable to that for similarly aged forests and forest types in Mississippi, given that trees of about 4" DBH were sampled for the property.

Table 1. Long Leaf Slash Pine Basal Area FIA data

	Basal Area (sqft) per Acre		
Age Class	FIA data (1" DBH)	FIA data (5" DBH)	Average
31-35 years	78.2702	58.8099	68.5400
36-40 years	108.1721	92.2558	100.2139
41-45 years	112.6017	95.1852	103.8934
46-50 years	113.1638	84.7088	98.9363
51-55 years	95.3698	75.8149	85.5923
56-60 years	104.9288	79.3149	92.1218
61-65 years	102.6823	82.3102	92.4962
Stand 1 (60 years)	**159 BA per acre**		
Stand 2 (40 years)	**111 BA per acres**		

Link to report: FIA Basal Area for 1"DBH

Link to report: FIA Basal Area for 5" DBH

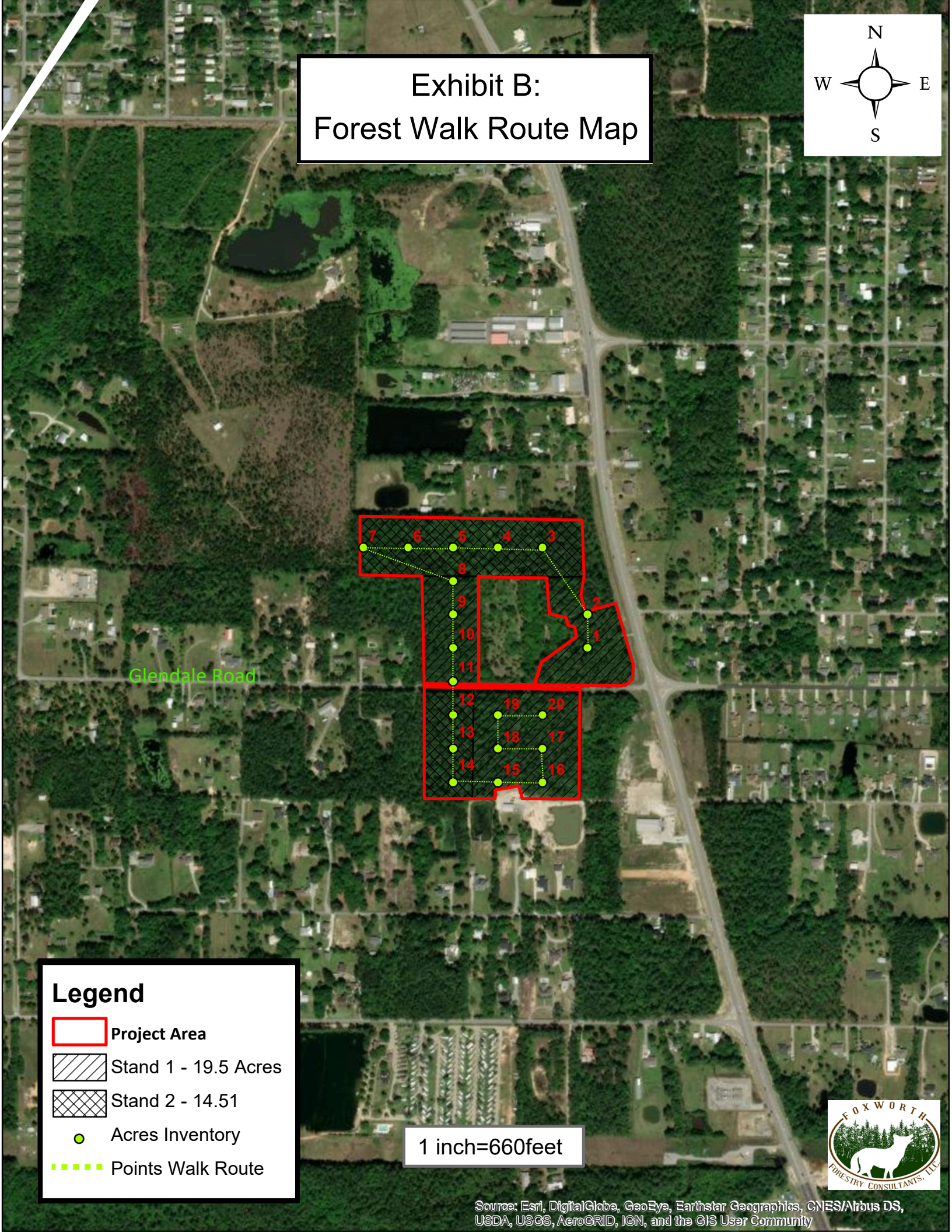
Exhibit B:
Forest Walk Route Map
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16
Glendale Road
Legend
Project Area
Stand 1 - 19.5 Acres
Stand 2 - 14.51
Acres Inventory
Points Walk Route
1 inch=660feet
FOXWORTH
FORESTRY CONSULTANTS, LLC
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

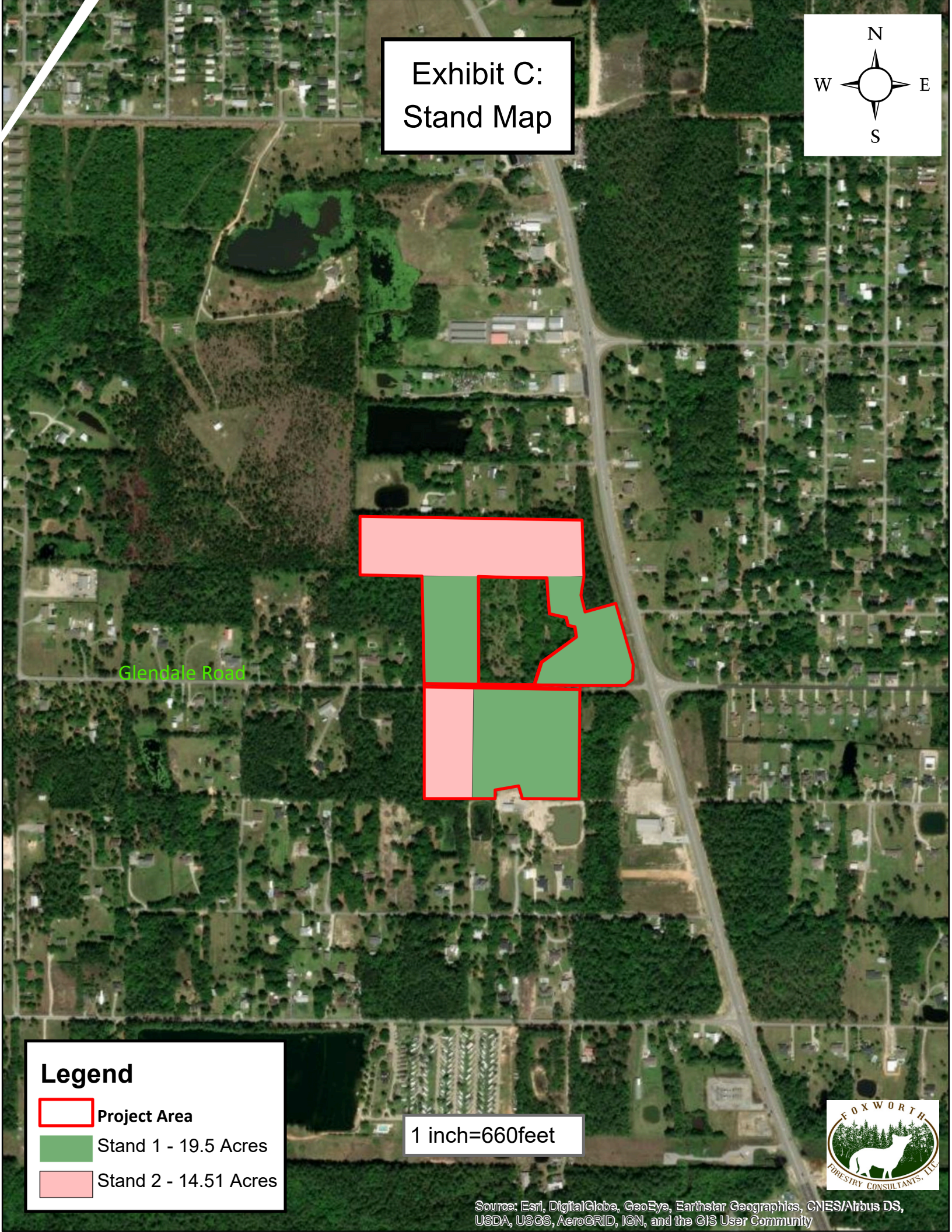
Exhibit C:
Stand Map
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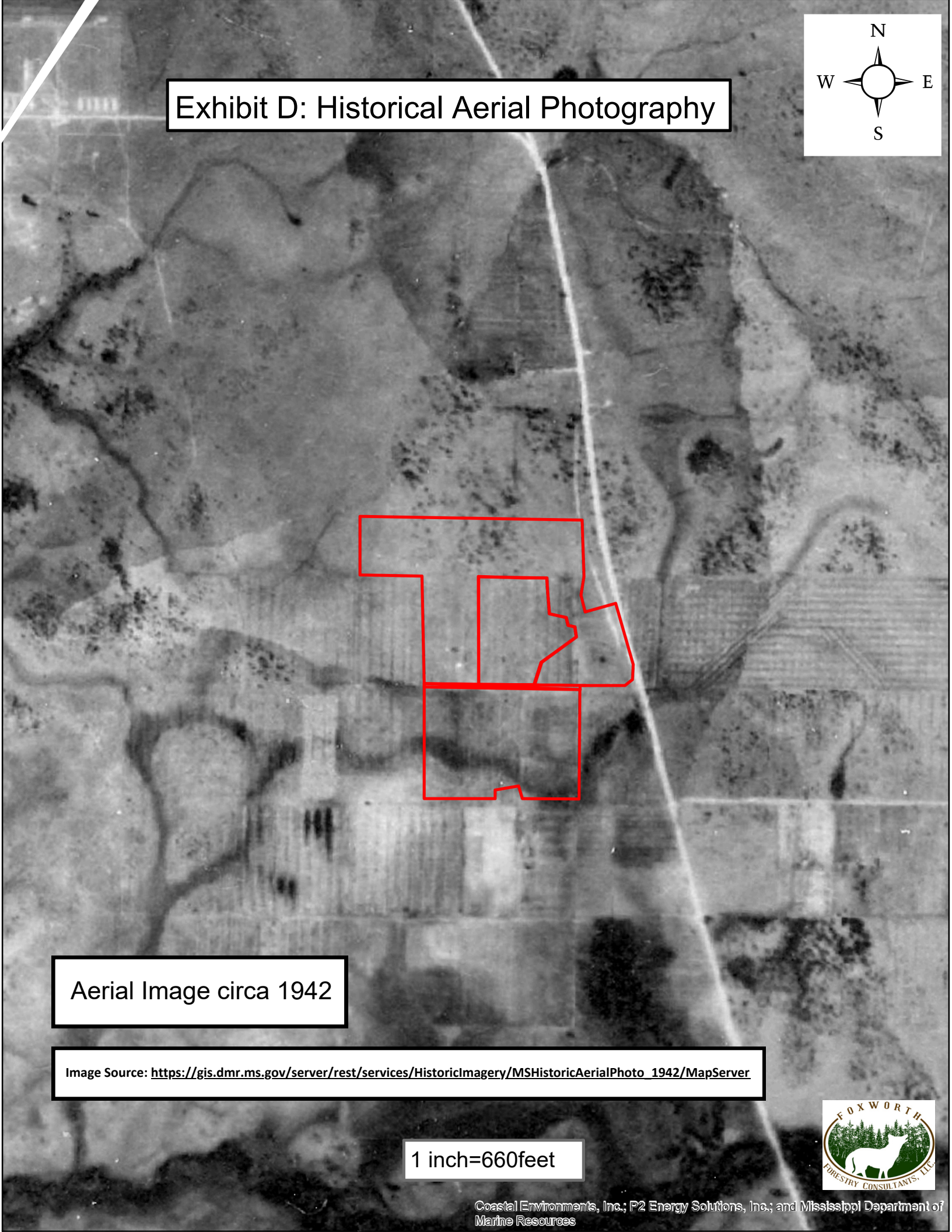
Glendale Road
Legend
Project Area
Stand 1 - 19.5 Acres
Stand 2 - 14.51 Acres
1 inch=660feet
FOXWORTH
FORESTRY CONSULTANTS, LLC
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Historical Photos

Exhibit D: Historical Aerial Photography



Aerial Image circa 1942

Image Source: https://gis.dmr.ms.gov/server/rest/services/HistoricImagery/MSHistoricAerialPhoto_1942/MapServer

1 inch=660feet

Coastal Environments, Inc.; P2 Energy Solutions, Inc.; and Mississippi Department of Marine Resources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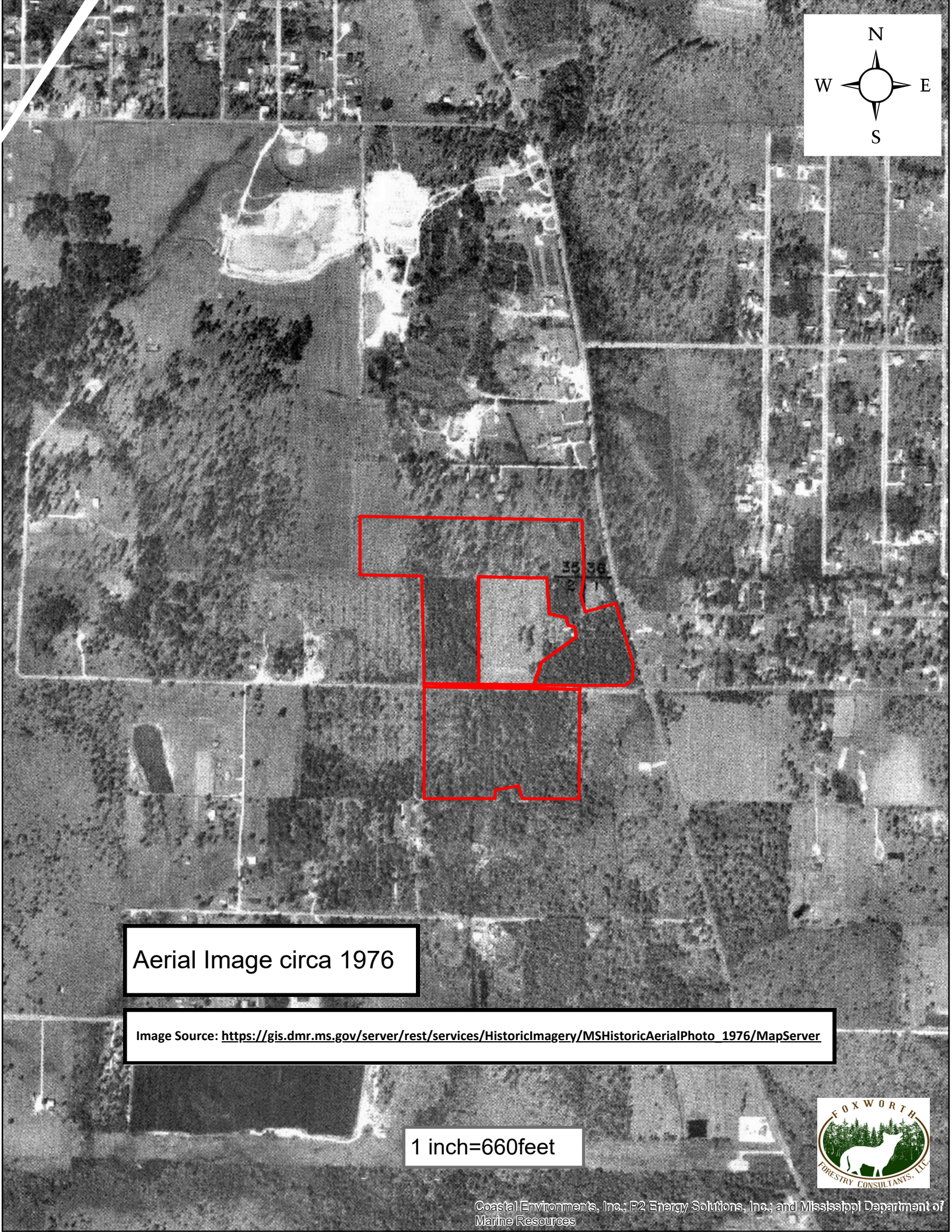
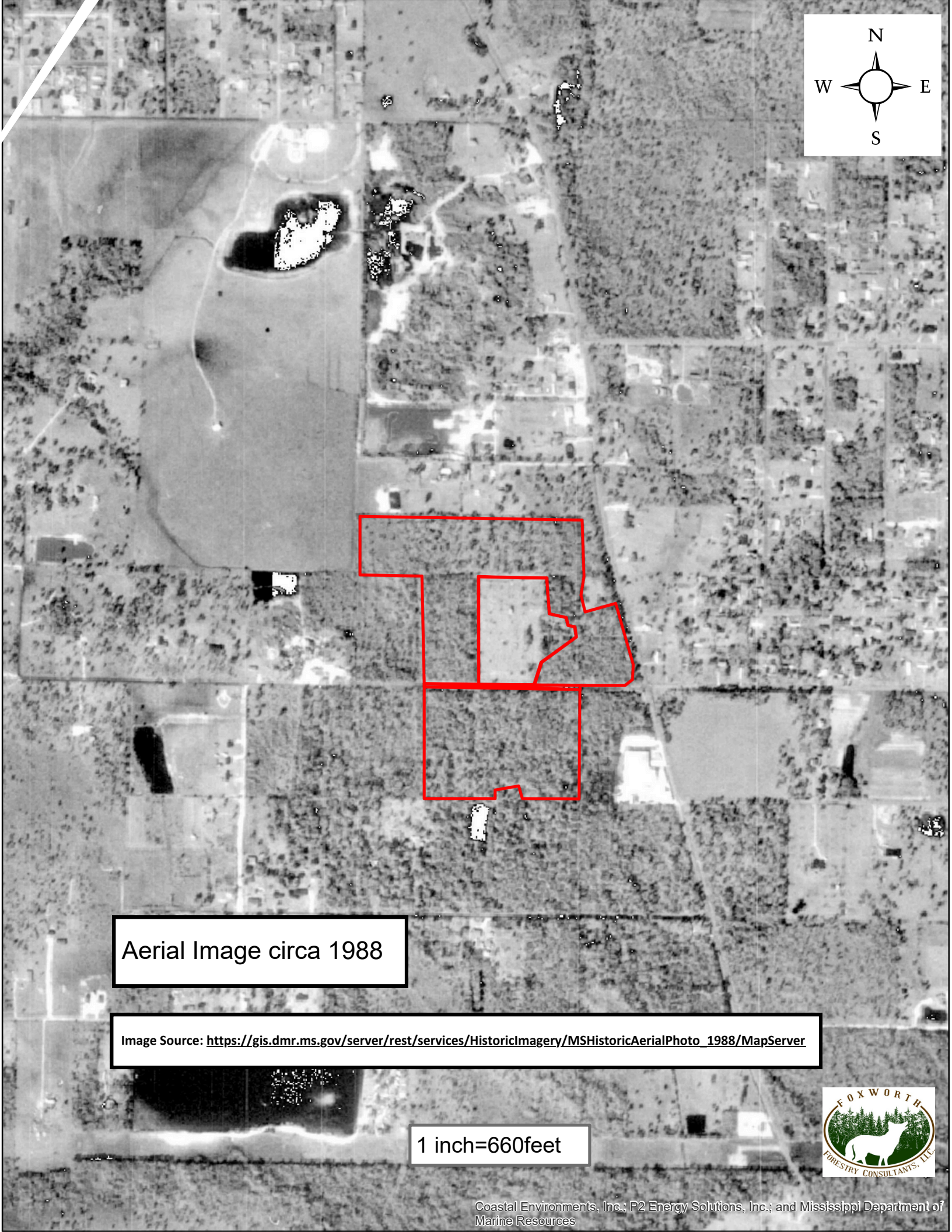
Aerial Image circa 1958
Image Source: https://gis.dmr.ms.gov/server/rest/services/HistoricImagery/MSHistoricAerialPhoto_1958/MapServer
1 inch=660feet
FOXWORTH
FORESTRY CONSULTANTS, LLC
Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Coastal Environments, Inc.; P2 Energy Solutions, Inc.; and Mississippi Department of Marine Resources

Coastal Environments, Inc.; P2 Energy Solutions, Inc.; and Mississippi Department of Marine Resources



Coastal Environments, Inc.; P2 Energy Solutions, Inc.; and Mississippi Department of Marine Resources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Aerial Image circa 1988
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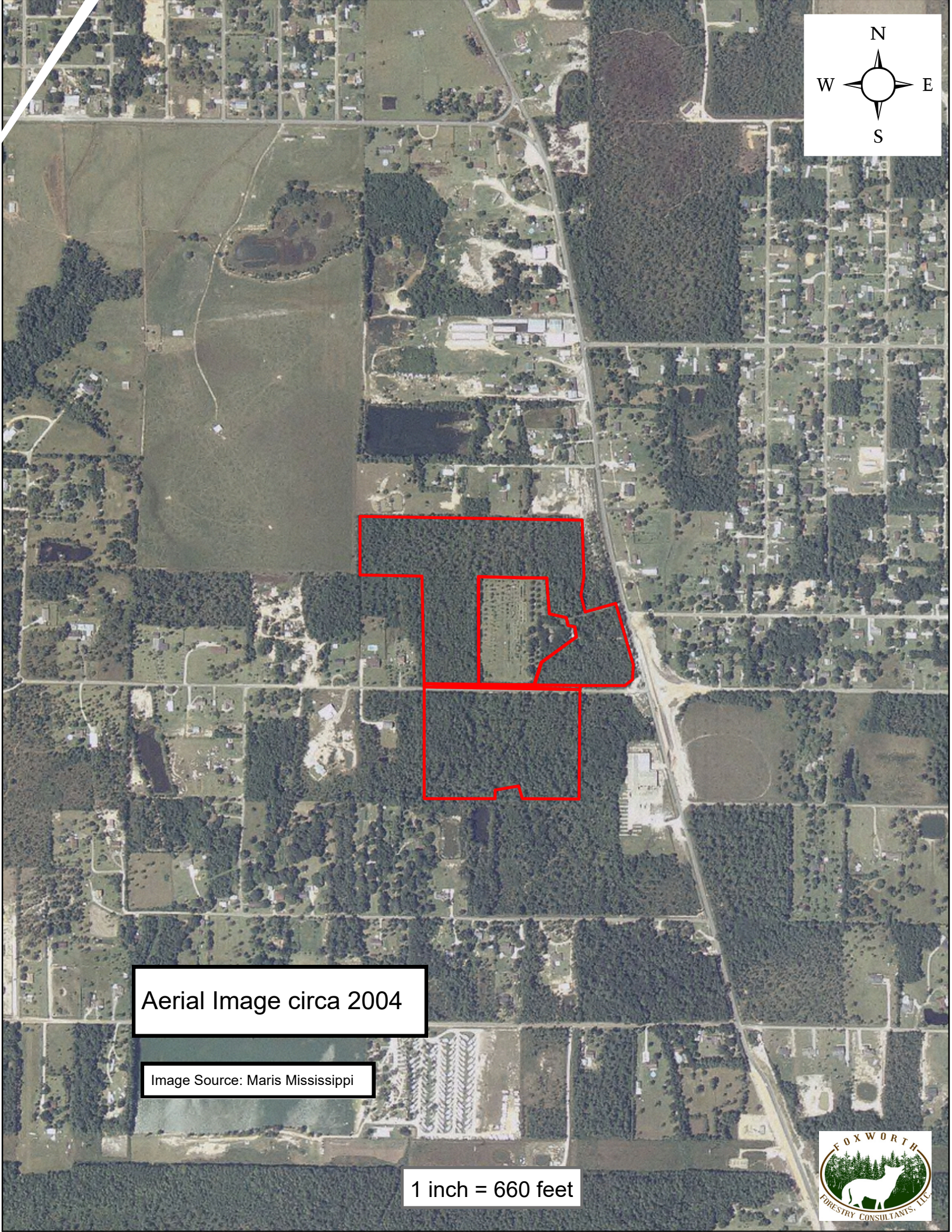
FORESTRY CONSULTANTS, LLC
Coastal Environments, Inc.; P2 Energy Solutions, Inc.; and Mississippi Department of Marine Resources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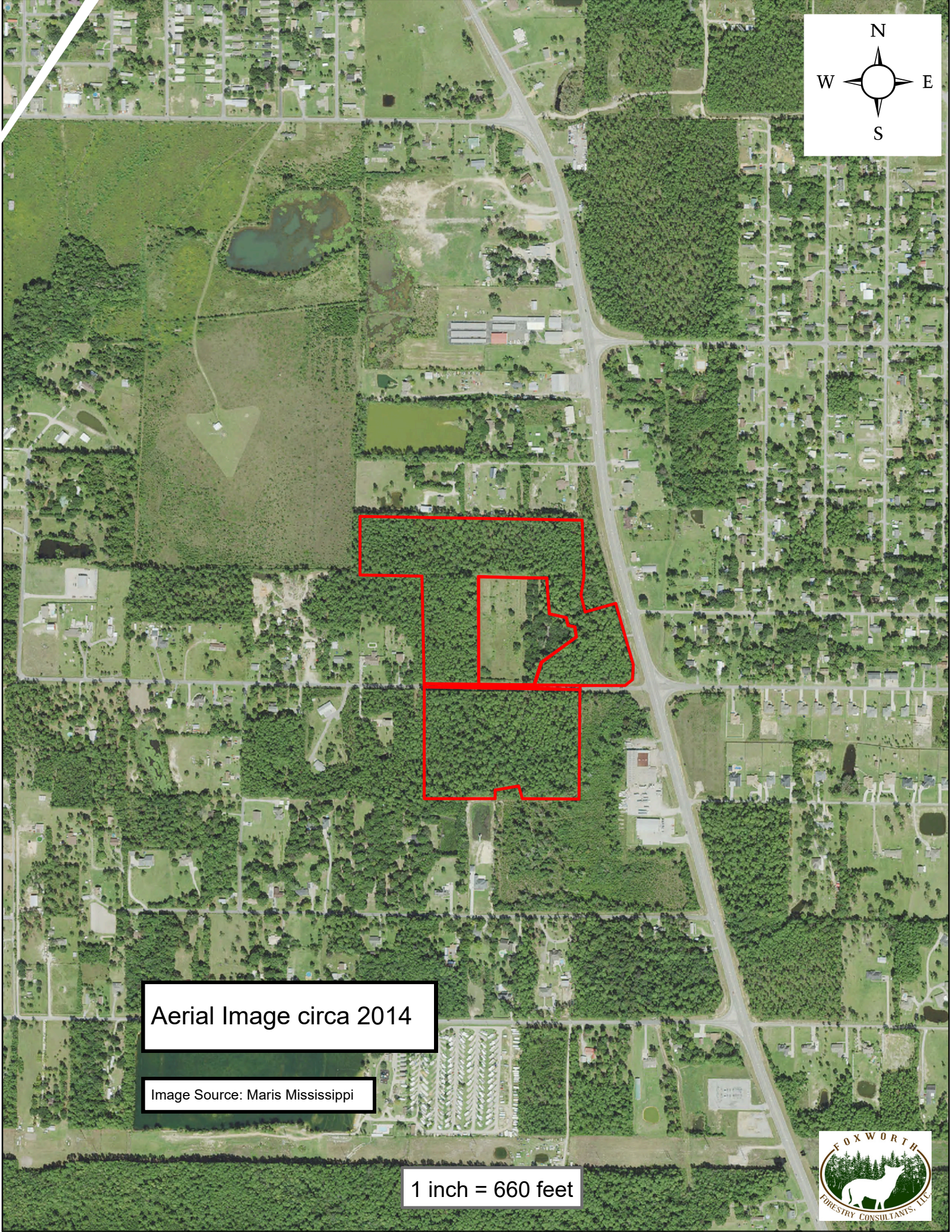
Aerial Image circa 2004
Image Source: Maris Mississippi
1 inch = 660 feet
FOXWORTH
FORESTRY CONSULTANTS, LLC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Aerial Image circa 2014
Image Source: Maris Mississippi
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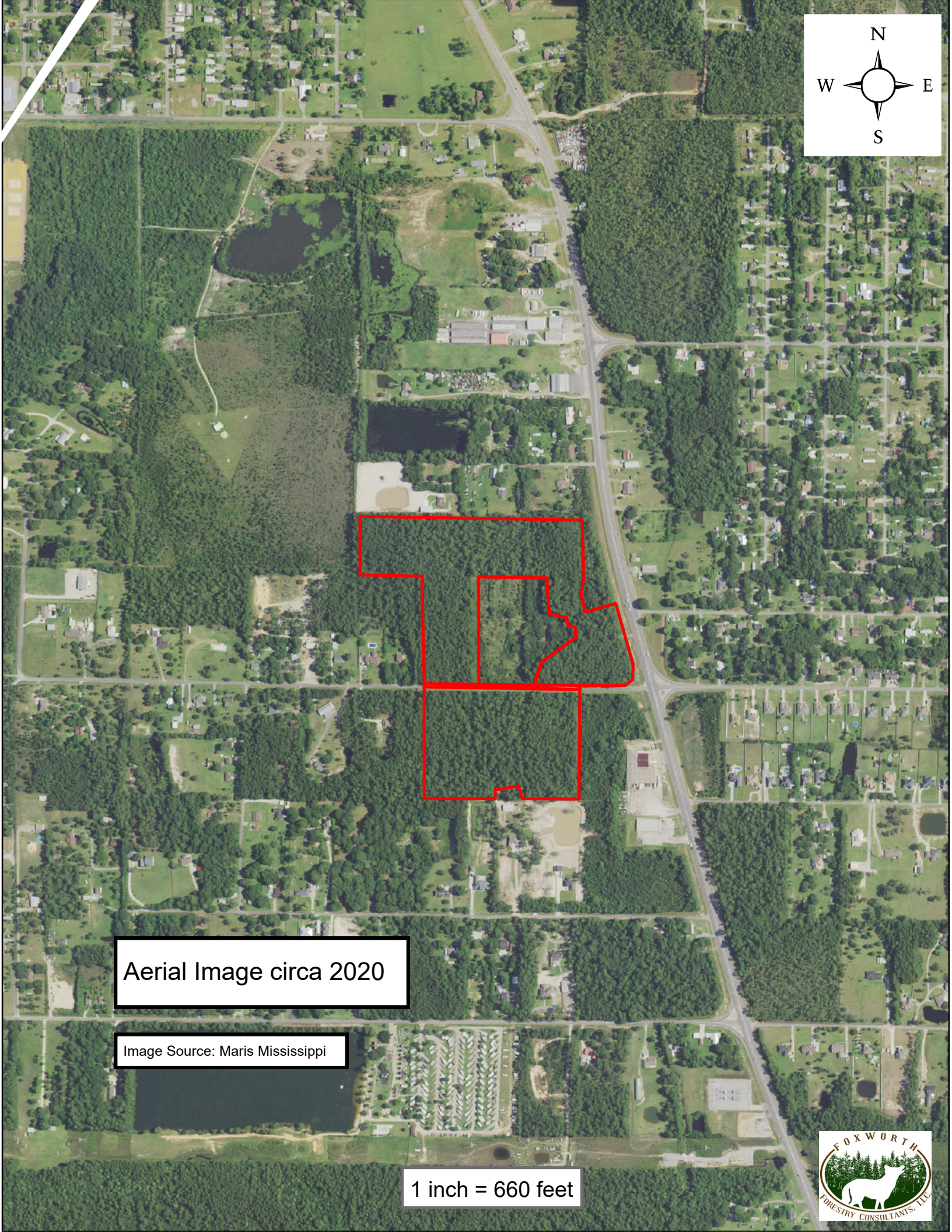
FORESTRY CONSULTANTS, LLC


N
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Aerial Image circa 2020
Image Source: Maris Mississippi
1 inch = 660 feet
FOXWORTH
FORESTRY CONSULTANTS, LLC

Cobenefit Calculator

Using the information you provide on tree canopy cover, the tool provides estimates of co-benefits in Resource Units and $ per year.

Table 2. Co-Benefits per year with current tree canopy cover.

Ecosystem Services	Resource Units Totals	Total $
Rain Interception (m3/yr)	15,832.7	$41,411.85
Air Quality (t/yr)		
O3	0.9078	$2,697.07
NOx	0.2550	$757.51
PM10	0.6280	$709.28
Net VOCs	-0.6930	-$1,967.87
Air Quality Total	1.0977	$2,195.99
Energy (kWh/yr & kBtu/yr)		
Cooling - Elec.	76,937	$5,839.55
Heating - Nat. Gas	26,074	$270.92
Energy Total ($/yr)		$6,110.47
Grand Total ($/yr)		$49,718.31

Light yellow background denotes an input cell ->

Directions
1) Use i-Tree Canopy, or another tool, to estimate the amount of deciduous and coniferous tree cover area (acres) (Cell C20 and D20).
2) Use i-Tree Canopy, or another tool, to estimate the amount of non-tree cover area (acres) (Cell F20) in the project area.
3) In Cell G20 the total area of the project is calculated (acres). Prompt i-Tree Canopy to provide an estimate of the project area by clicking on the gear icon next to the upper right portion of the image and selecting ”Report By Area.”
4) Total Project Area, cell G17 should equal 100%.

Table 1. Tree Cover

	Deciduous Tree Cover	Coniferous Tree Cover	Total Tree Cover	Non-Tree C	Total Project Area
Percent (%)	21%	79%	100%	0%	100%
Area (sq miles)	0.011	0.042	0.053	0.000	0.05
Area (m2)	28,287	109,345	137,633	0	137,633
Area (acres)	6.99	27.02	34.01	0.00	34.01

Social Impacts

City Forest Carbon Project
Social Impacts

UN Sustainable Development Goals

The 17 United Nations Sustainable Development Goals (SDGs) are an urgent call for action and global partnership among all countries, representing key benchmarks for creating a better world and environment for everyone. Well-designed and managed urban forests make significant contributions to the environmental sustainability, economic viability and livability of cities. They help mitigate climate change and natural disasters, reduce energy costs, poverty and malnutrition, and provide ecosystem services and public benefits. See more details in the CFC Carbon Project Social Impact Reference Guide.

Instructions

This template sets out all relevant SDGs and lists various urban forest project activities that fall within each SDG. Evaluate the SDGs to determine how your carbon project provides social impacts that may contribute towards achievement of the global goals. Check the box(es) that contain one of your project activities and describe in no fewer than two sentences how your project activities align with the corresponding SDG. On page 12, select the icon for three to five of the most relevant SDGs to your project and provide any additional information.

SDG 3 - Good Health and Well Being

Goal: Ensure healthy lives and promote well-being for all at all ages.

Examples of project activities include, but are not limited to:

- ☒ Plant or protect trees to reduce or remove air pollutants
- ☐ If planting trees, select trees for reduced pollen counts and irritant production
- ☒ Plant or protect trees to create shade, provide UV exposure protection, reduce extreme heat negative effects, and/or reduce temperatures to relieve urban heat effects
- ☐ Design project to buffer sounds, optimize biodiversity, or create nature experiences
- ☐ Locate project near vulnerable populations, such as children or elderly
- ☒ Locate project near high volume roads to screen pollutants
- ☐ Locate project near people to encourage recreation, provide new parks or green space, or otherwise promote an active lifestyle
- ☐ Locate project near schools, elderly facilities, or mental health services to promote nature-based wellness, attention restoration, or other mental well-being
- ☐ Locate project in area with conditions of project-defined high inequity to trees, such as at schools, affordable or subsidized housing, formerly redlined neighborhoods, areas with high property vacancy rates, or area with high proportion of renters
- ☒ Reduce stormwater runoff or improve infiltration rates
- ☐ Design project to reduce human exposure to specific pollutants or toxins
- ☐ Other

By protecting these trees, we will also protect their ability to perform the critical role of reducing stormwater runoff. Southern Mississippi experiences unpredictable and often deadly floods, which has been seen as recently as July 2025 when heavy rainfall from a tropical disturbance caused flash flooding along Highway 90 in Gulfport and flood watches throughout Biloxi. The presence of trees to slow down and absorb excess runoff is incredibly important and can make a significant difference in the severity of floods, which often represent a huge impact on the wellbeing of the locals and can result in catastrophic property damage and loss of life under dire circumstances.
In fact, many disastrous floods across the world are generally considered to have been significantly amplified by the excessive clearing of upstream forests. As an example, there's the Bangladesh Floods of 1998, in which 25-30 million people were displaced and over a thousand died. This tragedy was not directly caused by deforestation, but the excessive clearing of forests in the Himalayan foothills in surrounding countries disrupted the ground's ability to slow down and absorb rainwaters and significantly contributed to overloading the Ganges and flooding 67% of the country for weeks.

SDG 6 - Clean Water and Sanitation

Goal: Ensure availability and sustainable management of water and sanitation for all

Examples of project activities include, but are not limited to:

- ☐ Research and assess environmental injustices related to water in project area
- ☒ Locate project near high-traffic roads or to otherwise improve, mitigate, or remediate toxic landscapes near water
- ☐ Protect or plant trees to improve historically or culturally important sites related to water that have been degraded and/or neglected
- ☒ Reduce stormwater by planting or protecting trees
- ☐ Plant forested buffers adjacent to streams, rivers, wetlands, or floodplains
- ☐ Prevent soil erosion by protect steep slopes
- ☒ Improve infiltration rates
- ☐ Improve, mitigate, or remediate toxic landscapes and human exposure to risk
- ☐ Drought resistance, such as selecting appropriate water-efficient trees for project climate zone
- ☐ Other

The protection of forests along coastal areas remains critically important to coastal health due to their ability to reduce the flow of stormwater and its overall volume due to the improved soil infiltration rates forests provide. Coastal areas such as those directly south of the project area tend to experience serious negative effects in the absence of upstream forests, including a much higher risk of flooding, loss of land due to excessive erosion, plummets in water quality due to sediment overload, and potentially ecosystem-destroying nutrient pollution due to a lack of upstream absorption. Preventing these effects from occurring within the Biloxi Bay Area is important due to the high amount of ecologically sensitive marshes and bayous in the area that have already experienced various levels of ecological degradation over recent decades.

SDG 11 - Sustainable Cities and Communities

Overall: Make cities inclusive, safe, resilient, and sustainable.

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- ☒ Plant or protect trees to reduce or remove air pollutants
- ☐ If planting trees, select trees for reduced pollen counts and irritant production
- ☒ Locate project near high volume roads to screen pollutants
- ☐ Locate project near vulnerable populations, such as children or elderly
- ☒ Plant or protect trees to create shade, provide UV exposure protection, reduce extreme heat negative effects, and/or reduce temperatures to relieve urban heat effects
- ☐ Locate project near people to encourage recreation, provide new parks or green space, or otherwise promote an active lifestyle
- ☐ Design project to improve wellness and mental health, such as planting trees to buffer sounds, optimize biodiversity, optimize views from buildings, or create nature experiences
- ☐ Locate project near schools, elderly facilities, or mental health services to promote nature-based wellness, attention restoration, or other mental well-being
- ☐ Provide connections and cohesion for social health, such as create or reinforce places that promote informal interactions, engage local residents and users in tree management, include symbolic or cultural elements, or other events
- ☐ Research, understand, and design to address understand historic and current sociocultural inequities, community health conditions, environmental injustices, or prior local greening efforts in community
- ☐ Locate project in area with conditions of project-defined high inequity to trees, such as at schools, affordable or subsidized housing, formerly redlined neighborhoods, areas with high property vacancy rates, or area with high proportion of renters
- ☐ Community engagement in project design, including such things as engaging and respecting existing relationships and social networks, community cultural traditions, and public participation methods that are empowering and inclusive
- ☐ Community participation in project implementation, including such things as addressing and removing barriers to participation, promote ongoing community-based care and access to financial resources
- ☐ Other

By preserving this property, we will not only promote carbon sequestration but also ensure continued removal of atmospheric pollutants through the phytoremediation already performed by the trees present on the parcel. Additionally, this forest is situated just under a mile from Interstate 10, which is by far the largest transportation artery in the area. The property also lies directly on Tucker Road, which is one of the highest-traffic roads in the neighborhood. As a result, this forest has a high potential for the screening of pollutants released by motor vehicles along these routes.
The importance of this forests ability to screen atmospheric pollutants was made particularly clear by the fact that during each of the project operators visits to the project area, there were constant tree burnings occurring only a short distance to the south on nearby parcels which were being cleared, further eroding the aforementioned screening of atmospheric pollutants in the area.

SDG 13 - Climate Action

Goal: Take urgent action to combat climate change and its impacts.

- ☒ Plant or protect trees to reduce or remove air pollutants
- ☒ Plant or protect trees to create shade or reduce temperatures to relieve urban heat effects
- ☐ Promote community capacity for social and climate resilience by engaging local residents or users in tree management, or other events to connect people to the project
- ☐ Reflect cultural traditions and inclusive engagement for climate resilience
- ☐ Design project to improve soil health
- ☐ Provide cooling benefits and energy savings by shading impervious surfaces such as streets or parking lots, or planting trees on south and west sides of buildings
- ☒ Plant or protect trees to reduce stormwater runoff
- ☐ Select water-efficient trees for climate zone and drought resistance
- ☐ Create and/or enhance wildlife habitat
- ☐ Other

Looking at the historical imagery of the neighborhood in which this property is located, a clear trend over the last couple decades of forest removal making way for large amounts of residential and commercial development is plain to see. As a result, this neighborhood has lost much of its tree canopy coverage and by extension its shade, cooling ability, and UV protection. Without the environmental services provided by the remaining forest in the area, the surrounding community would experience intensified urban heat, leading to higher local temperatures, increased energy demand for cooling, greater heat-related health risks, and diminished outdoor comfort for residents. Many of these factors would lead to further compounding of the climate risks already escalating across coastal Mississippi.

SDG 15 - Life on Land

Goal: Protect, restore and promote sustainable use of terrestrial ecosystems, sustainably manage forests, combat desertification, and halt and reverse land degradation and halt biodiversity loss.

Examples of project activities include, but are not limited to the following with increased functionality of green infrastructure:

- ☒ Plant or protect trees to reduce stormwater runoff
- ☐ Select water-efficient trees for climate zone and drought resistance
- ☐ Create and/or enhance wildlife habitat to improve local biodiversity
- ☐ Plant forested buffers adjacent to streams, rivers, wetlands, or floodplains
- ☐ Prevent soil erosion by protect steep slopes
- ☒ Improve infiltration rates
- ☐ Other

Through protection of this forest, the land's ability to handle stormwater runoff and soil infiltration rates will be maintained, helping to mitigate urban flooding, support groundwater recharge and manage rainfall more effectively. These activities also help to strengthen green infrastructure across the greater Biloxi area, stabilizing soils, reducing erosion, and supporting healthier, more resilient urban landscapes. Support for these environmental factors is of a particularly high importance along coastal Mississippi due to its existing propensity to extreme weather events, flooding, and the extreme levels of destruction they can and have wrought on unprepared gulf coast urban centers.

Summary of Project Social Impacts

SDG 3 - Good Health and Well Being

By protecting these trees, we will also protect their ability to perform the critical role of reducing stormwater runoff. Southern Mississippi experiences unpredictable and often deadly floods, which has been seen as recently as July 2025 when heavy rainfall from a tropical disturbance caused flash flooding along Highway 90 in Gulfport and flood watches throughout Biloxi. The presence of trees to slow down and absorb excess runoff is incredibly important and can make a significant difference in the severity of floods, which often represent a huge impact on the wellbeing of the locals and can result in catastrophic property damage and loss of life under dire circumstances.

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SDG 6 - Clean Water and Sanitation

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