

Prepared by:
Tiffany Lowey
Jackson County School District
4700 Colonel Vickrey Road
Vanceleave, Mississippi 39565
(228) 283-3000

Return to:
Same _____

_____, _____
() - _____

STATE OF MISSISSIPPI
COUNTY OF JACKSON

HUNTING AND FISHING LEASE
16TH SECTION PUBLIC SCHOOL TRUST LAND

THIS 16TH SECTION PUBLIC SCHOOL TRUST LANDS HUNTING AND FISHING LEASE AGREEMENT, (hereinafter "Lease Agreement"), is made and entered into this the 15th day of April 15, 2024 by and between the LESSOR,

Jackson County School District
PO Box 5069
4700 Colonel Vickrey Road
Vanceleave, MS 39565
(228) 283-3000
and LESSEE,

Charles Rice
8208 Section Road
Lucedale, MS 39452
(228)-623-8768

INDEXING INSTRUCTIONS:

Section 16-T4S-R5W containing 621.43 acres (PIN: 00081600.050)

WITNESSETH:

That, for the term and in consideration of the rentals hereinafter set forth, and the covenants, conditions, and obligations to be observed and performed by LESSEE, and by the authority and under the direction of the LESSOR, as recorded in its official Minutes, LESSOR does hereby lease and rent unto LESSEE the following described land (hereinafter the "Leased Premises") to-wit:

Section 16 Township 4 S Range 5 W

**MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED
HERETO AND INCORPORATED BY REFERENCE AS IF COPIED FULLY
HEREIN.**

1. **Term.** Subject to the other provisions herein contained, the term of this Lease Agreement shall be for Five Years (5) years, beginning the 1st day of July, 2026, and ending on the 30th day of June, 2031 (called the "primary term"). For purposes of this Lease Agreement the Anniversary Date shall be July 1st of each year.

Provided that this lease has not been terminated prior to the expiration date hereof and that LESSEE is in compliance with all terms and provisions of this lease, LESSEE may extend this lease upon the terms and in the manner provided in MISS. CODE ANN. 1972 §29-3-41 or such other statute as then may be applicable.

2. **Annual Rent.** LESSEE covenants and agrees to pay as rent to LESSOR the sum of Three Thousand Four Hundred Seventeen and 87/100 (\$3,417.87) per annum, on or before the Anniversary Date of this lease each year; provided, however, that the payment of rent for the first year of this lease shall be due at the time of approval by the LESSOR. The obligation of LESSEE to pay rent under this Lease Agreement is unconditional, and the rent shall not be subject to set off for any reason or cause. LESSOR and LESSEE agree that in the event of termination or cancellation, any rental payment made during the term of this Lease Agreement is not refundable, and LESSEE waives any right or claim it may have to refund of rent paid. In the event LESSEE is delinquent in the payment of rent, LESSEE shall pay a late charge equal to fifteen percent (15%) of the amount of rent past due for more than 30 days and thereafter shall pay interest on any rent past due at an annual rate (the "Default Rate") equal to the maximum rate then allowed by law or, if there is no maximum rate, then a rate equal to five percent per annum above the discount rate, excluding any surcharge thereon, on ninety-day commercial paper in effect at the Federal Reserve

Bank in the Federal Reserve district in which LESSOR is located, calculated according to the actuarial method.

3. **Taxes.** LESSEE covenants and agrees to pay any and all general and special taxes and assessments, including drainage taxes, if ever any there be, applicable to the Leased Premises and LESSEE'S interest therein; further, LESSEE covenants and agrees to pay any and all survey costs and recording fees in connection with this Lease Agreement or any other fees so determined by law. All payments for general and special taxes and assessments, including drainage taxes shall be made directly to the governmental authority responsible for collecting such taxes and assessments. During the final year of the lease term, LESSOR or the governmental authority responsible for collecting taxes and assessments may require payment of any such taxes or assessments in advance or require that other security be given to insure that taxes will be paid when due. In the event it becomes necessary for the County Tax Collector or any other authority responsible for collecting general and special taxes or assessments to retain the services of attorneys to collect any taxes or assessments due from LESSEE under this lease, then LESSEE agrees to pay all costs and expenses of such actions or collections, including a reasonable attorneys' fee for the County Tax Collector or such other authority responsible for collecting said taxes or assessments.

4. **Forest Land Purpose and Lessee's Separate Acknowledgement:** The Leased Premises covered by this Lease Contract is classified as Forest Land as provided by law and that the Lessor holds the same for the purpose of planting, growing, protecting, maintaining, conserving and harvesting therefrom trees, timber, pulpwood and other forest products for the benefit of the students of the school district. The Lessee acknowledges and understands that management of the leased premises is conducted by the school district through an agreement with the Mississippi Forestry Commission and that the Lessee's exercise of any of its rights under this Lease Contract shall in no way impede or hinder the Lessor and/or its agents from carrying out any management practice, tool and/or technique necessary to fully exploit the leased premises as forest land. The Lessor further acknowledges and understands that its rights under this Lease Contract shall be at all times be subordinate to the Lessor's basic and primary rights to manage the leased premises in the manner recommended and carried out by the Forestry Commission, which may include timber harvesting, planting, removal, controlled burning and any other management practice, technique or tool, the execution of which could occur in the winter months during deer season.

Separately acknowledged by Lessee this day.

(Lessee initials)

(Date)

5. **Default.** Any one of the following events shall constitute ground for immediate DEFAULT of this lease, at LESSOR'S option:

- i. Failure to pay rent, or any taxes or assessments within 60 days after the due date thereof;
- ii. Use of the Leased Premises for commercial hunting operation;
- iii. Any breach by LESSEE of any covenant, duty or obligation of this Lease Agreement.

In the event of LESSEE'S breach of any covenant or obligation contained in this lease, excepting the obligation to pay rent, taxes or assessments, LESSEE shall be entitled to notice in writing of the breach and shall have thirty (30) days from the date of the notice to cure or correct such breach. Upon the failure of LESSEE to correct or cure such breach, LESSOR shall have the option to declare this lease in immediate default. No notice to LESSEE is required prior to declaring this lease in default for the failure to pay any rent, tax, or assessment hereunder. LESSOR'S failure to assert any grounds for default shall not be deemed a waiver of the right to do so at any later time.

6. **Remedies.** Upon declaring this lease in default, LESSOR shall have the following rights and may exercise anyone or more of the following remedies in addition to such other rights, remedies, penalties and liens as may be allowed by other provision of this lease, by law or in equity: (a) LESSOR may declare this lease terminated and may then enter upon and take possession of the Leased Premises; LESSOR shall not be obligated to re-let the premises, but any amount received pursuant to any subsequent lease shall be the exclusive property of LESSOR; (b) LESSOR may declare all rent for the remaining term of the lease to be immediately due and payable and LESSEE shall be liable therefor with interest until paid at the highest rate allowed by law; upon failure to pay the same promptly, LESSOR may declare this lease terminated and may collect the accelerated amount of rentals due without credit to LESSEE for any sums received on re-letting; (c) LESSOR may permit this lease to remain in force and may collect rents in intervals or as the same accrue; (d) LESSOR may require specific performance of LESSEE'S obligations with respect to condition of the premises or may hold LESSEE liable for the cost of performing such obligations.

7. **Breach of Lease Agreement.** If LESSEE breaches any of the provisions of this Lease Agreement and fails to cure the same after thirty (30) days written notice from LESSOR (as to a breach for which notice is applicable), then LESSEE, in addition to any other damages for which

it may be responsible, shall pay LESSOR its reasonable costs and expenses in enforcing the Lease Agreement, including but not limited to fees charged by attorneys, expert witnesses, surveyors and appraisers.

8. **Assignment.** This lease SHALL NOT BE ASSIGNED OR SUBLEASED. Assignment or sublease of this Lease Agreement or any rights hereunder shall automatically terminate this lease without any further notice or action by LESSOR.

9. **Notices.** All notices specified by this instrument shall be in writing and sent by registered or certified mail, postage prepaid to the following addresses or hand-delivered in person, delivered by facsimile or otherwise to the following persons. By written notice, either party may change the persons or addresses to whom notice shall be given.

16th Section Manager
Tiffany Lowery
4700 Colonel Vickrey Road, Vancleave, Mississippi 39532
(228) 283-3000

To LESSEE:
Charles Rice
8208 Section Road
Lucedale, MS 39452
(228) 623-8768

10. **Indemnification.** LESSEE shall protect, indemnify, defend save, and hold harmless LESSOR, the State of Mississippi, and the Secretary of State, their officers, board members, employees and agents, from and against all claims, demands, liabilities, suits, injuries, and any and all losses or damages and cost of every kind and nature whatsoever ("loss"), including but not limited to all court costs and attorney's fees and all personal injury or death and/or damage to any person or entity including, but not limited to, LESSOR and its property or other loss arising out of any alleged noncompliance with laws or caused by LESSEE'S exercise of its rights under this Lease Agreement and/or resulting from the actions or omission of LESSEE in connection with its presence on or any use of the Leased Premises by LESSEE, its officers, agents, subcontractors, employees or invitees. Provided, however, it is understood that the indemnity provided by LESSEE as described in this paragraph shall not extend to intentional or negligent acts of LESSOR, its officers, or agents. In the event the intentional or negligent acts of LESSOR, its officers or agents, are not the direct and sole proximate cause for one hundred percent (100%) of

the loss of claim, LESSEE shall be responsible to fulfill its obligations under this paragraph for the percentage of liability not attributable to LESSOR, its officers or agents.

11. **Condemnation.** If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unsuitable for LESSEE'S permitted activities, should be condemned for any public use or conveyed under threat of condemnation, then this lease shall terminate on the date possession is acquired by the condemning authority, and rent shall be apportioned as of that date. All compensation awarded or paid upon such total or partial taking of the Leased Premises shall belong to LESSOR without participation by LESSEE except to the extent the award fairly represents the value of improvements which are the property of LESSEE. It is provided, however, that nothing herein shall preclude LESSEE from prosecuting any claim directly against the condemning authority for damages or any other amounts to which a tenant may be entitled provided that no such claim shall diminish or otherwise adversely affect the amount of LESSOR'S award.

12. **General Duties of LESSEE.** LESSEE expressly covenants and agrees:

- (a) To use every precaution to protect the aforesaid timber, trees, and forest products from fire or other damage, and to that end, LESSEE will assist and exercise every effort in putting out any fire that may occur on said lands. In the event that any fire shall be willfully or negligently started or allowed to escape on said lands by LESSEE, LESSOR shall have the right immediately to cancel this lease without notice, and any unearned rentals heretofore paid shall be forfeited to LESSOR. In addition, LESSOR shall be entitled to recover from LESSEE any damages which LESSOR sustains as the result of such fire;
- (b) Not to damage any tree or tree seedlings in any way, nor cut or pierce any tree of any kind, dead or alive, and not to attach any stand or blind or other paraphernalia to any tree of any kind except with the prior written permission of the County Forester or authorized timber manager; and further, to assume responsibility, and to pay for any trees, timber, or other forest products that may be cut, used, damaged and/or removed from said lands by LESSEE;
- (c) To comply, and to require compliance by all persons to whom hunting and/or fishing privileges as aforesaid shall be extended hereunder, with all laws, rules and regulations now existing or hereinafter enacted by any county, state, or federal authority with respect to uses and activities permitted hereunder. Any violation of any such laws, rules or regulations shall constitute a material breach of this lease and shall give LESSOR the right and privilege of canceling this lease, with or without notice, and in such an event any unearned rentals paid hereunder shall be forfeited to

LESSOR as liquidated damages for breach of this agreement. Bag limits and fishing limits and the length of hunting and fishing seasons shall strictly conform to the effective local, state or federal game laws and regulations;

(d) To exercise all reasonable precautions in and about the enjoyment of LESSEE'S rights hereunder with respect to LESSEE'S safety and the safety of others using said privileges under LESSEE'S authority;

(e) Not to construct or install upon said lands any plantings, food plots, roads, bridges, fences, camps, buildings, lodges, shelters, docks, dog pens, piers, landings or other structures, permanent or temporary, without having first obtained in writing the consent of LESSOR thereto;

(f) Not to hinder, impede or deny access to representatives, agents or employees of the LESSOR, the Mississippi Forestry Commission, the Mississippi Department of Wildlife Fisheries and Parks or the Secretary of State while carrying out their official responsibilities; instead, LESSEE covenants and agrees to cooperate with these representatives in carrying out their official responsibilities; LESSEE further agrees to furnish his name, address and telephone number to the County Forester or forest manager and to keep said information current with said individual;

(g) Not to conduct or permit the conduct of any unlawful or immoral activities upon the Lease Premises;

(h) To exercise due diligence in the protection of the topsoil and other property of LESSOR on the Leased Premises. And not to bring or leave litter, trash, rubbish or any toxic or hazardous substance upon the Leased Premises. And not to commit, cause to be committed or permit any act of waste upon the Leased Premises. Waste shall include, but shall not be limited to acts, or the failure to act, that result in the loss of topsoil, or the contamination of soil, or surface or ground water;

(i) To be responsible to LESSOR for any and all damages to the Leased Premises caused by the activities of LESSEE;

(j) Not to use, or permit the use of the Leased Premises for any activity deemed extra-hazardous;

(k) Not to use vehicles on any road or any part of the Leased Premises while the soil is wet to the extent that ruts and erosion will result on the road or land from such use;

(l) To maintain the Leased Premises in a neat and orderly manner and refrain from creating or causing any unsafe or unsightly conditions, attractive nuisances or other nuisances;

(m) To strictly comply with all federal, state and local laws and regulations pertaining to the environment including, but not limited to, laws and regulations relating to air, water, soil and toxic or hazardous substances;

- (n) Not to make any alteration upon the Leased Premises without the express prior written consent of LESSOR;
- (o) Not to alter or obstruct any drain or drainage way on the Leased Premises;
- (p) To surrender and deliver full, quiet and peaceful possession of the Leased Premises to LESSOR upon expiration or termination of this lease.

13. **Warranties.** This lease is made and accepted (1) without any representation or warranties of any kind on the part of LESSOR as to title or suitability to the purpose for which the same is granted; and (2) expressly subject to any and all existing easements, reservations, rights-of-way, contracts, leases or other encumbrances or servitudes now of record or on the ground affecting the lands herein described, or to any such agreements that may hereafter be granted from time to time to others by LESSOR.

14. **Lease Premises.** LESSEE assumes responsibility for the condition of the premises and LESSOR shall not be liable or responsible for any damages or injuries caused by any vices or defects therein to LESSEE or to any occupant or to anyone in or on said premises who derives his right to be thereon from LESSEE.

15. **Reservations.** LESSOR reserves title to all oil or gas, coal, lignite or other minerals in, on, or under the Leased Premises, together with the right to enter and remove the same, but not in a manner which interferes with LESSEE'S operations on the Leased Premises.

16. **Rights-of-Way.** LESSOR reserves the right to grant or sell rights-of-way across said lands for roads, highways, railroads, fiber optic cables or any public utility line, provided that any such roads, highways, railroads, fiber optic cables or public utility lines be constructed in a manner so as not to interfere with LESSEE'S operations.

17. **Recording.** LESSOR will deliver this Lease Agreement to the Chancery Clerk of Jackson County for recording, and LESSEE has herewith delivered to LESSOR a check in the sum of Thirty-Five Dollars (35.00) payable to such Chancery Clerk as recording fees.

18. **Immunity.** No provision of this Lease Agreement, whether requiring LESSEE to maintain insurance or to indemnify LESSOR or otherwise, shall be construed as a waiver by LESSOR of any provision of law related to governmental immunity.

19. **Interpretation.** The parties to this Lease Agreement acknowledge that they have freely entered into this Lease Agreement and any ambiguities shall not be construed against a single party.
20. **Definition of LESSEE.** It is further stipulated and agreed that wherever the word "LESSEE" is used herein, it is intended, and shall be deemed, to include and shall be binding upon LESSEE'S members, agents, servants, employees, contractees, invitees, licensees, and guests.
21. **Governing Law.** This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi. Jurisdiction and venue for any actions arising from this Lease Agreement and any amendments hereto shall rest exclusively in the Chancery Court of Jackson County, Mississippi.
22. **Secretary of State.** By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease Agreement in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the LESSOR has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.
23. **Supervisory Right.** Secretary of State, as supervisory trustee, shall have the right to institute any action to enforce the terms of this Lease Agreement in the event LESSOR fails to do so in a timely manner. In the event the Secretary institutes legal action to enforce the terms of this Lease Agreement he shall have all rights as are conferred to LESSOR.
24. **Additional Provisions.** This Lease Agreement contains an Exhibit "B." Any additional or special provisions to this Lease Agreement are set forth in Exhibit "B" and incorporated by reference as if copied fully herein. If there are no additional or special provisions then Exhibit "B" shall state "NONE."
25. **Contractual Deposit.** Lessee will also deposit \$450.00, a sum equal to the estimated ad valorem taxes due on the leased premises herein described for one year with the Jackson County School District at the beginning of this Lease Contract in order to cover the ad valorem taxes due the following year after the expiration of the lease and/or said amount may also be used to pay for any delinquent annual rentals. Should Lessee fail to pay its annual rental or ad valorem taxes as and when due, these funds may be expended by the 16th Section Trust to pay any taxes on the

lease or any delinquent lease payments. Failure to pay taxes or lease payments as and when due will constitute a default, notwithstanding the use of the deposited funds to pay said taxes or delinquent lease payments. All deposited funds not applied to the payment of delinquent lease fees or taxes will be refunded to the Lessee.

26. **Entire Agreement.** This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this agreement. This Lease Agreement contains Exhibits "A" and "B." If Exhibits "A" and "B" are not attached to this Lease Agreement, then this Lease Agreement shall be null and void.

IN WITNESS WHEREOF, this Lease Agreement is executed by LESSOR and pursuant to order entered upon its minutes, is executed by LESSEE this the _____ day of _____, 2026.

Signed, Sealed and Delivered in the Presence of:

LESSOR:

BY: _____

Printed Name: DAVID BAGGETT,

Superintendent of Schools

BY: _____

Printed Name: AMY A. PETERSON,

School Board President

LESSEE:

BY: _____

Printed Name: CHARLES RICE

APPROVED
SECRETARY OF STATE
Michael Watson
Secretary of State

JACKSON COUNTY BOARD OF SUPERVISORS

BY: _____
PRESIDENT, BOARD OF SUPERVISORS

This lease was approved by the Jackson County Board of Supervisors on the _____ day of _____, 2026.

ACKNOWLEDGMENT

School District

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for said county and state, on this _____ day of _____, 20____, within my jurisdiction, the within named David Baggett, Superintendent of Schools and Amy A. Peterson, Chairman of the Jackson County School District Board of Education, who acknowledged that in said representative capacity as Superintendent of Schools and Chairman of the Board of Education of the Jackson County School District, they executed the above and foregoing instrument for and on behalf of said Board of Education, after first having been duly authorized so to do.

(Notary Public)

My Commission Expires: _____ (Affix official seal, if applicable)

ACKNOWLEDGEMENT

Lessee - Personal

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, 20____, within my jurisdiction, the within named Charles Rice, who acknowledged that he/she executed the above and foregoing instrument.

(Notary Public)

My Commission Expires: _____ (Affix official seal, if applicable)

ACKNOWLEDGEMENT

Jackson County Board of Supervisors

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, 20____, within my jurisdiction, the within named _____, who acknowledged that he/she is President of the Jackson County Board of Supervisors and that in said representative capacity he executed the above and foregoing instrument, after first having been authorized so to do.

(Notary Public)

My Commission Expires: _____

(Affix official seal, if applicable)

Lessee – Corporate

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me the undersigned authority in and for said county and state, on this the ____ day of _____, 2____, within my jurisdiction, the within named _____, who acknowledged to me that he / she is the _____ of _____, and that in said representative capacity he / she executed the above and foregoing instrument, after first having been duly authorized so to do.

(Notary Public)

My Commission Expires: _____

(Affix official seal, if applicable)

EXHIBIT "A": DESCRIPTION OF PROPERTY

621.43 acres of Hunting and Fishing Land on S16-T4S-R5W

EXHIBIT "B": ADDITIONAL PROVISIONS

1. The Lessee further recognizes, understands and acknowledges that in addition Forest Lands purpose as set forth in paragraph 4 herein, the subject leased premises also includes land which the Jackson County Board of Education has included in its strategic building plan for the district. Therefore, Lessee's exercise of any of its rights under this agreement shall in no way impede or hinder Lessor in the full development, use, protection and enjoyment of said land for such purposes, and if it becomes necessary, expedient or advisable for the Lessor to prohibit, curtail, or suspend all hunting and/or fishing on the leased premises, Lessor shall have the right to do so upon written notice thereof to Lessee, or Lessor may cancel this lease as herein provided.

BID PROPOSAL

Sixteenth Section (School Trust) Land

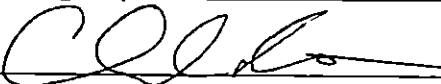
To: Jackson County Board of Education, Jackson County

I HEREBY submit my bid and proposal to pay an annual rental in the amount of \$ 5.50 per acre (\$5.50 minimum per acre) for 621.43 acres for a total price of \$ 3,417.87 plus taxes, if any be due, each year for a term of five (5) years, for the following described property located in Jackson County, Mississippi:

Section 16, T4S, R5W, containing 621.43 acres
(lease date 7/1/2026 to 6/30/2031)

1. I have reviewed the Lease Agreement form outlining the conditions and provision of such lease and I will abide by them.
2. I agree to pay the first year's rental in advance and on each due date thereafter.
3. I agree to keep all improvements, drainage and property in a good state of repair, at my own expense, and to return it to the LESSOR in the same condition as it was in the beginning of the term of this Lease, the natural wear and tear and acts of God excepted.
4. I recognize the authority of the Board of Education to reject all bids submitted for inadequate compensation of rent
5. I fully understand and accept the terms of which this bid is offered.
6. All bids shall be accompanied by a money order, certified or cashier check made payable to the Jackson County School District in the amount of \$100.00. The deposit will be used for a bid bond. All checks will be returned to unsuccessful bidders. If successful bidder fails to enter into a contract, the bidder will forfeit the \$100.00 bid bond. Additionally, bidder will be required to pay the remaining sum of one year's lease rental, within 10 calendar days after bid award.

Print Name Charles Rice

Signature 

Address 8208 Section Rd

City/State Lucedale, MS 39452

Phone 228-623-8768

Email crayce77@gmail.com

Minimum Bid \$5.50 per acre. Please mark exterior of sealed envelope "Bid File #16-4S-5W State Lease No. 20212 Bid #2"

**NOTICE OF INVITATION FOR
SEALED BIDS
HUNTING & FISHING LEASE
JACKSON COUNTY SCHOOL
DISTRICT**

Sealed bids will be received by the Jackson County School District, 4701 Colonel Vickery Rd., Vancleave, Mississippi, 39565 up to and no later than 2:00 P.M. (CST) on **March 9, 2026** for a hunting and fishing lease on the following land in Jackson County Mississippi:

Property #1 – Section 16-T04S-R06W containing 625.65 acres with a minimum bid requirement of \$5.50 per acre.

Property #2 – Section 16-T04S-R05W containing 621.43 acres with a minimum bid requirement of \$5.50 per acre.

Property #3 – Section 16-T06S-R08W containing 643.00 acres with a minimum bid requirement of \$6.75 per acre.

All bids shall be submitted on a School District Bid Form. For bid forms and additional information, you may contact Tiffany Lowery, 16th Sectional Land Manager, at (228) 283-3000 or www.jcsd.ms.

The Jackson County School Board reserves the right to reject any or all bids.

IPL0313877

Feb 22, Mar 1 2026