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Prepared by:

Return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
( ) \_\_\_\_ - \_\_\_\_\_

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( ) \_\_\_\_ - \_\_\_\_\_

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

HUNTING AND FISHING LEASE  
16<sup>TH</sup> 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 \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ by and between the LESSOR,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
( ) \_\_\_\_ - \_\_\_\_\_

and LESSEE,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
( ) \_\_\_\_ - \_\_\_\_\_

INDEXING INSTRUCTIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 Minute Book \_\_\_\_\_, Page \_\_\_\_\_, LESSOR does hereby lease and rent unto LESSEE the following described land ( hereinafter the "Leased Premises") to-wit:

Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_

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 \_\_\_\_\_ (\_\_\_\_) years, beginning the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ (called the "primary term"). For purposes of this Lease Agreement the Anniversary Date shall be \_\_\_\_\_ 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

\_\_\_\_\_  
(\$ \_\_\_\_\_ 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 SOS Hunting and Fishing Lease Form (modified July 9, 2009)

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 Lands Purpose.** The Leased Premises covered by this lease is classified as FORESTLAND as provided by law. LESSEE recognizes, understands and acknowledges that LESSOR holds the Leased Premises for the purpose of planting, growing, protecting, maintaining, conserving, and harvesting therefrom trees, timber, pulpwood, and other forest products. 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 as above described, and if it becomes necessary, expedient or advisable for 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 provided hereinafter. LESSEE further agrees that all rights, titles, and privileges hereunder granted are, and shall be all times expressly subject to LESSOR'S basic and primary right to prevent any fires, waste, nuisance, or unnecessary injury to said property or to the commercial values thereof.

**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

\_\_\_\_\_  
\_\_\_\_\_, Mississippi \_\_\_\_\_  
(\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

To LESSEE:

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_  
(\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**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 attorneys 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 \_\_\_\_\_ County for recording, and LESSEE has herewith delivered to LESSOR a check in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) 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 \_\_\_\_\_ 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 16<sup>th</sup> 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. 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 \_\_\_\_\_, 2\_\_\_\_\_.

Signed, Sealed and Delivered in the Presence of:

\_\_\_\_\_  
LESSOR

BY: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Superintendent of Schools

BY: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
School Board President

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
LESSEE

\_\_\_\_\_  
APPROVED  
SECRETARY OF STATE  
Michael Watson  
Secretary of State

ACKNOWLEDGMENTS

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 \_\_\_\_\_, 2\_\_\_\_\_, within my jurisdiction, the within named \_\_\_\_\_, Superintendent of Schools and \_\_\_\_\_, school board President of the \_\_\_\_\_ School District Board of Education, who acknowledged that in said representative capacity as Superintendent of Schools and President of the Board of Education of the \_\_\_\_\_ 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.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
(Notary Public)

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

ACKNOWLEDGEMENTS

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 \_\_\_\_\_, 2\_\_\_\_, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that he / she executed the above and foregoing instrument.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
(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.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
(Notary Public)

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

EXHIBIT "A": DESCRIPTION OF PROPERTY

EXHIBIT "B": ADDITIONAL PROVISIONS