



MADISON COUNTY
SCHOOLS
MARK OF EXCELLENCE

476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800
Letitia H. Reeves, 16th Section Land Manager
Telephone: 601-499-0717
lreeves@madison-schools.com

April 3, 2018

Madison County Board of Supervisors
ATTN: Ms. Cynthia Parker, Board Secretary
P.O. Box 404
Canton, MS 39046

RE: Documents for Board Approval

Dear Cynthia:

Enclosed please the following documents:

1. Notice to Renew Residential Lease Contract to Jason Metz and wife, Jessica Metz, regarding Lot 2, Venetian Court.
2. Renegotiated Long Term Residential Lease to Byron Davillier and wife, Kendra Davillier, regarding Lot 17, Madison Village Estates (Revised).
3. Duplicate originals of an Other Classification Lease for Utilities Easement to Canton Municipal Utilities regarding 1.99± acres west of Old Calhoun Parkway in Section 16, Township 8 North, Range 2 West, Madison County, Mississippi (Gluckstadt section).
4. Duplicate originals of an Other Classification Lease for Utilities Easement to Canton Municipal Utilities regarding 0.42± acre east of Old Calhoun Parkway in Section 16, Township 8 North, Range 2 West, Madison County, Mississippi (Gluckstadt section).

It is requested that the Board of Supervisors approve the enclosed documents at the upcoming Board of Supervisors' meeting to be held April 16, 2018.

Should you have any questions or need anything further in this regard, please let me know. Thank you.

Sincerely,

Letitia H. Reeves
16th Section Land Manager

/lr

Enclosures

cc: Ronnie L. McGehee, Ph.D., Superintendent

INDEXING:

Lot 2, Venetian Court Subdivision
Per Plat Cabinet E at Slide 200A, City of Madison, Section 16, Township 7 North,
Range 2 East, Madison County, Mississippi
Parcel #072E-16B-271/00.00

LESSOR:

Madison County Board of Education
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800

LESSEE:

Jason Metz and
Jessica Metz
6 Bonne Terre Blvd.
Madison, MS 39110
Telephone: _____

PREPARED BY:

Madison County School District
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800

**NOTICE TO RENEW
RESIDENTIAL LEASE CONTRACT**

This Notice to Renew is made and entered into on the _____ day of _____, 2018, by and between the Madison County, Mississippi, Board of Education Trustees of the Madison County School District 16th Section School Lands Trust ("Lessor") and Jason Metz and wife, Jessica Metz ("Lessee") according to the following terms and provisions:

A. Lessor and Lessee executed that certain Residential Lease Contract (the "Lease") for a term of forty years, beginning on the 17th day of April, 2015, and terminating on the 16th day of April, 2055, (the "Primary Term"), covering a parcel of 16th Section Land as described therein which is recorded in the office of the Chancery Clerk of Madison County, Mississippi in Deed Book 3197 at Page 63, being located in Section 16,

Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described as:

Lot 2 of Venetian Court Subdivision, a subdivision which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet E at Slide 200A, reference to which is hereby made in aid of and as a part of this description.

B. This Notice to Renew is executed pursuant to Paragraph (1) of the Lease whereby the Lease provided the Lessee with an option to renew the Lease for an additional term of twenty-five (25) years pursuant to Miss. Code Ann. § 29-3-69 (1972) as amended, commencing on the termination date of the Primary Term (the "Initial Termination Date").

C. NOW THEREFORE, the Lessor and Lessee do hereby agree to renew the Lease for an additional term of twenty-five (25) years commencing on the Initial Termination Date; and as a result, the Lease shall now terminate on the 16th day of April, 2080 (the "Final Termination Date"). Said renewal shall be under the same terms, conditions, and stipulations set forth in the Lease, except the annual rental shall be based upon the fair market value of the subject property, as determined by a qualified appraiser selected by Lessor who performs his or her appraisal not more than twelve (12) months prior to the expiration of the Primary Term.

D. Except as amended by this Notice to Renew, the existing Lease shall stay in full force and effect and under the same terms conditions, annual rental, and stipulations set forth in the Lease until the Final Termination Date.

The Lease, as amended by this Notice to Renew, is ratified and confirmed as the valid and subsisting agreement of the parties but without waiver of remedies for any presently existing default.

In Witness Whereof, this Notice to Renew is executed by Lessor pursuant to an order entered upon its minutes and is executed by Lessee on the date first stated above.

LESSOR:

**MADISON COUNTY, MISSISSIPPI,
BOARD OF EDUCATION**

By: _____
Philip Huskey, President of the
Board Of Education

By _____
Ronnie L. McGehee, Superintendent Of
Education

LESSEE:

Jason Metz

Jessica Metz

Reviewed and approved by the Madison County Board of Supervisors, this the ____ day of _____, 2018.

By: _____
Sheila Jones, President of the
Board of Supervisors

ATTEST:

Ronny Lott, Clerk

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of _____, 2018, within my jurisdiction, the within named Sheila Jones, who acknowledged to me that she is President of the Madison County Board of Supervisors, and that for and on behalf of the said Madison County Board of Supervisors, and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of _____, 2018, within my jurisdiction, the within named **Philip Huskey and Ronnie L. McGehee** who acknowledged to me that they are President of the Madison County Board of Education and Superintendent of Education, respectively, of the **Madison County School District**, and that for and on behalf of the said Madison County School District, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of _____, 2018, within my jurisdiction, the within named **Jason Metz and wife, Jessica Metz**, who acknowledged to me that they executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

Extension/2018/#1464 Metz

INDEXING INSTRUCTIONS: Lot 17, Madison Village Estates (Revised), City of Madison, Madison County, Mississippi per Plat Cabinet A at Slide 162 in Section 16, Township 7 North, Range 2 East, Madison County, Mississippi (Tax Parcel #072E-16D-013/00.00)

LESSOR:

**Madison County Board of Education
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800**

**Prepared by:
Madison County School District
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800**

LESSEE:

**Byron Davillier and
Kendra Davillier
359 St. Augustine Drive
Madison, MS 39110
Telephone: 615-513-0363**

**RENEGOTIATED 16th SECTION PUBLIC SCHOOL TRUST LANDS
LONG TERM RESIDENTIAL LEASE CONTRACT**

**STATE OF MISSISSIPPI
COUNTY OF MADISON**

THIS RESIDENTIAL LEASE CONTRACT, made and entered into this the ____ day of _____, 2018, by and between the MADISON COUNTY, MISSISSIPPI, BOARD OF EDUCATION TRUSTEES of the MADISON COUNTY SCHOOL DISTRICT 16TH SECTION SCHOOL LANDS TRUST (hereinafter called "Lessor"), and Byron Davillier and wife, Kendra Davillier (hereinafter called "Lessee"), as joint tenants with full rights of survivorship and not as tenants in common.

WITNESSETH:

That for the term and in consideration of the annual rentals hereinafter set forth, and the covenants, conditions, and obligations to be observed and performed by the Lessee, the Madison County, Mississippi, Board of Education does hereby lease, let and rent unto Lessee the following residential lands, situated in the City of Madison, Madison County, Mississippi (the "Leased Premises") and described as:

Lot 17 of Madison Village Estates, Revised, a subdivision which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi as now recorded in Plat Cabinet A at Slide No. 162, originally recorded in Plat Book 5 at Page 60 and revised in Plat Book 6 at Page 2, reference to which is hereby made in aid of and as a part of this description.

1. **TERM.** The term of this Lease shall be for forty (40) years, beginning on the 17th day of April, 2018, and terminating on the day of 16th day of April, 2058, (the "primary term"). For purposes of this Lease Agreement, the Anniversary Date shall be April 17th of each year. It is expressly agreed and understood by all parties hereto that part of the consideration given for the execution and delivery of this instrument is the option hereby granted to Lessee to renew this lease for an additional or "secondary term" as provided by 29-3-69 Miss. Code Ann. (1972) of twenty-five (25) years from the 17th day of April, 2058 under the same terms, conditions, and stipulations set forth herein, except the annual rental shall be based upon the fair market value of the Leased Premises, excluding the value of buildings and improvements not then owned by the Lessor, as determined by a qualified appraiser selected by Lessor who performs his appraisal not more than twelve months and not less than three months prior to the expiration of the primary term. The cost of the new appraisal shall be borne by Lessee. A new lease shall be executed to effectuate the secondary term. To exercise the right to renew this lease for an additional twenty-five (25) years, Lessee must file with Lessor written notice of Lessee's intent to renew said lease. The notice to renew must be filed on or before the expiration of the forty (40) year primary term. In the event of the failure of the Lessee to exercise his right to re-lease the Leased Premises at such time, any holder of a valid first deed of trust upon the Leased Premises shall have a prior right to re-lease the premises at an annual rental based on appraised value excluding buildings and improvements, said lease to be substantially in the same form as this Lease Contract.

2. **RENTAL AMOUNT.** Lessee agrees and covenants to pay or cause to be paid to Lessor annually, on or before the Anniversary Date of this Lease Contract each year during the term hereof, rentals in advance according to the following schedule:

<u>PRIMARY TERM YEAR</u>	<u>ANNUAL RENTAL</u>
Year 1 through Year 5	\$1,875.00
Year 6 through Year 10	\$2,062.50
Year 11 through Year 15	\$2,250.00
Year 16 through Year 20	\$2,437.50
Year 21 through Year 25	\$2,625.00
Year 26 through Year 30	\$2,812.50
Year 31 through Year 35	\$3,000.00
Year 36 through Year 40	\$3,187.50

The obligation of Lessee to pay rent under this Lease Contract 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 Contract is not refundable, and Lessee waives any right or claim it may have to refund of rent paid. Failure of Lessee to pay the annual rentals listed above shall constitute a breach of this lease agreement. 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 the Lessor is located, calculated according to the actuarial method.

3. Rent Adjustment for Renewal Term.

- (a) The amount of rental to be paid during any renewal term after the primary term (rent adjustment procedure) shall be determined as provided in this paragraph. Lessor shall, six months before or six months after any such date, cause the Leased Premises to be reappraised and a redetermination made of the annual fair market rental amount. The reappraisal shall be made pursuant to the terms of § 29-3-65 Miss. Code Ann.

(1972), or pursuant to the statute then in effect governing such leases and procedures for determining fair market rental value. Lessor shall use its best efforts to cause the Leased Premises to be reappraised and a redetermination made of the annual fair market rental amount within six months before expiration of the primary term. In the event Lessor shall fail to instigate reappraisal within the six months preceding any rent adjustment date, Lessor shall not be deemed to have waived this provision requiring rent adjustment, and in such event (at any time after a rent adjustment date) Lessor may proceed to have the Leased Premises reappraised and an adjusted rent determined for any such readjustment period. The adjusted rent shall be effective on the required adjustment date and Lessee shall pay any deficiency to Lessor within fifteen (15) days of the determination of the adjusted rent. The reappraisal shall establish the fair market value of the Lease Premises and establish a reasonable current percentage of income on real estate investments for the purposes of determining annual fair market rental. Such percentage shall be no less than the minimum acceptable percentage provided by statute then in effect. Unless altered by the procedures described below, the amount of rent so determined as of each rental adjustment date shall be paid until the next rental adjustment date or for the balance of the lease as the case may be. The appraisal process described in this subparagraph (a) may be referred to hereafter as the Statutory Procedure. The cost of the reappraisal shall be borne by Lessee, using an appraiser selected by Lessor.

(b) Should the Statutory Procedure described in subparagraph (a) above result in an increase over the amount previously due, Lessee, by notice in writing given to the Lessor within 15 days after receiving notice of the increase, shall have the right to elect an alternate method of determining the current fair market rental value of the Leased Premises (the "Alternate Procedure") as follows:

(1) Lessee may provide an appraisal by an appraiser having the qualifications hereafter described giving an opinion of current fair market annual rental value based on the fair market value of the land and a reasonable percentage of return on comparable land investments as of the rental adjustment date. The written report of Lessee's appraiser shall be delivered to Lessor within 45 days after the date

on which Lessor gave notice of an increase in rent under the Statutory Procedure. UPON FAILURE TO PROVIDE AN ALTERNATE APPRAISAL WITHIN THE TIME ALLOWED, LESSEE SHALL FORFEIT THE RIGHT TO PURSUE THE ALTERNATE PROCEDURE, AND ANNUAL RENT DETERMINED UNDER THE STATUTORY PROCEDURE SHALL BECOME DUE AND PAYABLE.

- (2) The appraiser appointed by Lessee and the appraiser previously appointed by Lessor under the Statutory Procedure shall make a good faith effort to reconcile their differences. If they have been unable to do so within 10 days after delivery of the report of Lessee's appraiser, the two appraisers, within such 10-day period, shall each submit the names of three appraisers having the qualifications hereinafter described who practice in Mississippi to serve as a review appraiser, and they shall select the review appraiser from names in common on the two lists. If there is no name in common on the two lists, or if the person selected shall decline to serve, then each appraiser shall submit another list of three names of persons meeting the same criteria.
 - (3) The review appraiser shall review and analyze the two appraisal reports, and, if needed, inspect the land, consult with the two appraisers, review their assumptions and source informational and request corrections, revisions and additions to the appraisal reports. The review appraiser may also consider relevant information from his own files, conduct such independent investigation as he deems appropriate and may consider comparable transactions which occurred after the rental adjustment date.
 - (4) The review appraiser shall report his opinion of annual fair market rent and such amount shall be accepted by Lessor and Lessee as the current fair market rental value of the Leased Premises.
- (c) If Lessee requests the Alternate Procedure, Lessee shall pay all fees and expenses of Lessee's appraiser, the review appraiser and any additional charges of Lessor's appraiser. The review appraiser, however, shall perform his duties in an independent

and impartial manner irrespective of the source of payment of his fees and expenses.

- (d) The annual rentals on any adjustment date shall not be reduced below the amount established upon the initial date of this lease except upon determination by the Statutory Procedure.
- (e) The amount of rent determined in the above manner shall be remitted on or before the rental adjustment date, or, if the rental adjustment procedures are concluded after such date, then promptly upon conclusion of these rental adjustment procedures effective as of the rental adjustment date.
- (f) The rent adjustment procedures will not delay the due date of rent at the existing annual rate and will not affect Lessor's right to declare a default if rent is not timely paid.
- (g) Lessee's appraiser and the review appraiser must be members of the same organization of appraisers as Lessor's appraiser, or an organization having higher requirements for admission, and must have the same or higher designation (such as, for example, Member, Appraisal Institute). If Lessors's appraiser belongs to more than one organization, the other appraisers must belong to the organization having the highest standards and qualifications for membership. If the organization has multiple designations for appraisers, the review appraiser and the Lessee's appraiser must hold the same or a higher designation as held by Lessor's appraiser.

4. **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 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 Contract, then Lessee agrees to pay all costs and expenses of such actions or collections, including a reasonable attorney's fee for the County Tax Collector or such other authority responsible for collecting said taxes or assessments. The failure to pay said taxes as and when due shall constitute a breach of this Lease Contract.

5. **ASSIGNMENT.** Provided Lessee is not in breach of this Lease Contract, Lessee may, upon payment of a \$200.00 transfer fee to Lessor, freely assign this Lease in its entirety whereupon the Lessee shall be relieved of all obligations accruing subsequent to the assignment. In the event of an assignment, or other transfer of possession, Lessee shall, within thirty (30) days after the transfer, give written notice of said assignment to the Madison County, Mississippi, Board of Education, 476 Highland Colony Parkway, Ridgeland, Mississippi 39157. Said notice of assignment shall include a true copy of the instrument evidencing such transfer and the Assignee's address and telephone number.

6. **IMPROVEMENTS.** Lessee agrees, at Lessee's own cost and expense, to keep all improvements in a good state of repair at all times and to maintain the premises in good order and in a clean, sanitary and safe condition. While this Lease continues in force and effect, Lessee shall have the unrestricted right to remove, change, alter, modify, add to or subtract from any of Lessee's improvements on the land as the Lessee may in his sole discretion elect so to do, and the Lessor, while this Lease or any extension thereof continues in force and effect, shall have no ownership interest in any of Lessee's improvements. If any improvements are removed, the Lessee shall be obligated to remove all foundations and paved areas, fill any excavations with a soil material suitable as a foundation support for further construction and generally restore the premises to a condition suitable for construction, use and occupancy by others. Lessee shall have the right to construct new or replacement buildings or structures on the leased premises. In the event construction is contemplated, Lessee shall submit a description of the general nature of the proposed improvement and its intended use to Lessor for approval, which approval shall not be unreasonably withheld.

It is expressly agreed by and between the parties that Lessee will not make any alteration upon the Leased Premises without the express written consent of Lessor and that Lessee will not occupy or use, nor permit to be occupied or used, the Leased Premises, for any business deemed extra-hazardous on account of fire or otherwise; nor will Lessee permit the same to be used for any immoral or unlawful purpose. Lessee also covenants and agrees to maintain the Leased Premises in a neat and orderly manner and to refrain from creating or maintaining any eyesores, unattractive nuisances, or

other nuisance.

7. **DEFAULT.** The parties herein expressly agree that if default shall be made in the payment of any tax, assessment or other charge made pursuant to this Lease Contract, then and in any such event of default, it shall be lawful for the Lessor, its legal representatives or assigns, to enter upon said premises, or any part thereof, either with or without process of law, to re-enter and repossess the same, and to distrain for any rent or assessment that may be due thereon, at the election of the Lessor, but nothing herein is to be construed to mean that the Lessor is not permitted to hold the said Lessee liable for any unpaid liens or assessment to that time. As to all other conditions, covenants and obligations imposed on the Lessee herein, enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate said conditions, covenants and obligations, to restrain violation and to recover damages, if any, including reasonable expenses of litigation and a reasonable attorney's fee, which Lessee expressly agrees to pay. Such enforcement by proceedings at law or in equity may be instituted at any time after thirty (30) days written notice to Lessee. Invalidation of any provision(s) of this Lease Contract by judgment or court order shall in no way affect any of the remaining provisions which shall remain in full force and effect.

8. **FORFEITURE.** In the event of any forfeiture, default or cancellation of this Lease Contract or termination under the terms hereof as aforesaid, said Lessee shall quit, deliver up and surrender possession of the Leased Premises, and all structures and improvements thereon to the said Lessor, and thereupon this Lease Contract and all agreements and covenants on the Lessor's behalf to be performed and kept, shall cease, terminate and be utterly void, the same as if this Lease Contract had not been made; and, in addition thereto, the Lessor shall be entitled to whatever remedies it may have at law for the collection of any unpaid rental hereunder, or for any other sums, for damages or otherwise, that it may have sustained on account of the Lessee's non-fulfillment or nonperformance of the terms and conditions of this Lease Contract. Lessee shall pay to Lessor all costs of collection of rent or enforcement of this lease, including expenses of litigation and attorneys' fees, regardless of whether suit is filed. Immediately upon the termination of this Lease in any manner, whether by litigation or forfeiture, the Lessor shall be entitled to take possession of the Leased Premises and all the improvements thereon absolutely, any custom, usage, or law to the contrary notwithstanding. Mobile homes, factory manufactured, complete with wheels, where permitted to be placed, may, however, be removed at the termination of the Lease Contract, when termination is by the expiration of the full term, but not in the event of default.

9. **WASTE.** The Lessee shall be responsible for any damage that may be caused to Lessor's property by the activities of the Lessee under this Lease Contract, and shall exercise due diligence in the protection of all improvements, timber and other property of Lessor, which may be located on the Leased Premises or in the vicinity thereof, against fire or damage from any and all other causes. Lessee shall further comply with all applicable laws, rules and regulations concerning Lessee's use of the property and/or obligations under this Lease Contract. This obligation shall include, but not be limited to, compliance with federal, state and local environmental endangered species, wetlands, and other laws, rules and regulations that may presently exist or hereafter be adopted. If the Lessee shall commit, cause to be committed, or permit the commission of any act of waste on the leased premises, then this lease shall thereupon cease and terminate and shall thenceforth be null and void, and the Lessee shall be and remain liable to Lessor for any and all waste and damages to the land permitted, done, or in any way caused by the Lessee. In the event of contamination of soils, air or water arising out of any Lessee use, Lessee shall be responsible for all mandated remediation and monitoring with this obligation to survive termination of this Lease Contract.

10. **INDEMNITY.** 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 kinds 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 Contract and/or resulting from the actions or omission of Lessee in connection with its presence on or any use of 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.

11. **RIGHT TO CURE.** Notwithstanding any provisions of this Lease Contract containing a default provision, any present or future holder of a mortgage or deed of trust representing money loaned on these facilities, shall have the right of a sixty (60) day notice of default within which to cure any default which may be cured by the payment of money. In addition, for any other default for which a forfeiture of said Lease may be invoked, such holder of such mortgage or deed of trust shall be entitled to a notice in writing of the claimed default and shall have a reasonable time, which shall not be less than

sixty (60) days, to either require the correction of such default or in lieu thereof to protect itself through the exercise of a power of sale and thereby acquire title to such properties and correct such default.

12. **ENJOYMENT.** Lessee shall have quiet and peaceable possession so long as Lessee complies with the terms of this Lease Contract. Lessee, his heirs, successors or assigns, shall occupy the premises as a single family residence; but this condition shall not prejudice rights of a holder of mortgage or deed of trust set forth elsewhere in this residential lease contract. Lessee certifies that there are no dwellings on the Leased Premises other than Lessee's dwelling.

13. **RESERVATION.** Lessor reserves title to all timber, the right to harvest said timber at Lessor's discretion and to reseed or replant after harvest, together with title to all minerals and oil and gas, together with the right of ingress and egress to remove same, as provided by law. Lessor reserves the right to grant or sell rights-of-way across the Leased Premises 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 or operated in a manner so as to not unreasonably interfere with Lessee's use of the Leased Premises.

14. **MORTGAGE.** Any recorded mortgages or deeds of trust may provide that any default by the Lessee/Mortgagor concerning this Lease Contract shall likewise be a default of such mortgage or deed of trust, but failure to indicate such provision in any mortgage or deed of trust shall not affect the validity or propriety thereof nor diminish the protection extended to the holder of such mortgage or deed of trust or the indebtedness secured thereby. Notwithstanding any provision of this Lease Contract to the contrary, in the event of a default and foreclosure of a mortgage or deed of trust representing money loaned on the hereinbefore described property or the receipt of a transfer in lieu thereof, the purchaser at such foreclosure or the recipient of a transfer in lieu thereof, will receive all the rights and privileges of a lessee and likewise assume all responsibilities of a lessee as if such purchaser or transferee had initially been a lessee under this Lease Contract.

15. **CONDEMNATION.** In the event of condemnation or other taking for public use under powers of eminent domain of all or any part of Lessee's interest in the leased premises, payments for such condemnation or taking of Lessee's leasehold interest shall be payable to Lessee, or, if the Lessee's premises are encumbered by a mortgage or deed of trust, payment for the leasehold estate shall be made in accordance with the terms and provisions of such mortgage or deed of trust. Leasehold mortgagee (or trustee for restoration in the case of partial awards) shall be entitled to receive payment of

a condemnation award to which Lessee is entitled. The payment must not be less than the total award less the value of the Leased Premises considered as unimproved.

16. **RIGHT TO NEW LEASE.** When a dwelling has been constructed upon the herein described leasehold and the Lessee desires to obtain a new lease to facilitate refinancing of the mortgage or sale of the improvements and leasehold, Lessee shall be entitled to a new lease for the maximum statutory term subject to the following conditions:

- A. Payment of an administrative fee of two hundred dollars (\$200.00);
- B. Reappraisal of the fair rental value of the property, less any of Lessee's improvements and adjustment of rent based upon the new appraisal; and
- C. Payment by Lessee of the appraisal fee.

17. **NOTICE.** All notices specified by this Lease Contract shall be in writing and sent by registered or certified mail, postage prepaid to the addresses listed within this Lease Contract, or hand-delivered in person, delivered by facsimile or otherwise. By written notice, either party may change the persons or addresses to who notice shall be given.

18. **FILING.** Lessor will deliver this Lease Contract to the Chancery Clerk of Madison County for recording and Lessee has herewith delivered to Lessor a check payable to the Chancery Clerk for recording fees.

19. **GOVERNING LAW.** This Lease Contract 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 Contract and any amendments hereto shall rest exclusively in the Chancery Court of Madison County, Mississippi.

20. **INTERPRETATION.** The parties to this Lease Contract acknowledge that they have freely entered into this Lease Contract and any ambiguities shall not be construed against a single party.

21. **SECRETARY OF STATE.** By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease Contract 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 Madison County Board of Education has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

22. **SUPERVISORY RIGHT.** The 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 of State institutes legal action to enforce the terms of this Lease Contract, he shall have all rights as are conferred to Lessor.

23. **ENTIRE AGREEMENT.** This Lease Contract shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Contract shall not be binding upon either party except to the extent incorporated in this Lease Contract.

24. **ZONING AND COVENANTS.** This Lease Contract is subject to the Madison County, Mississippi zoning and subdivision ordinances. This Lease Contract is also subject to Protective Covenants recorded in Book 408 at Page 844 in the records in the Office of the Chancery Clerk of Madison County, Mississippi, and any amendments thereto, which covenants shall be in full force and effect as to the property leased herein.

25. **QUITCLAIM.** Lessee does hereby release, assign, quitclaim and convey unto Lessor all his/her/its/their rights, title and interest in and to that certain lease instrument recorded in Book 404 at Page 547, amended in Book 439 at Page 100, in the records in the office of the Chancery Clerk of Madison County, Mississippi.

IN WITNESS WHEREOF, this Lease is executed by Lessor pursuant to the Order duly entered upon its Minutes.

LESSOR:

**MADISON COUNTY, MISSISSIPPI,
BOARD OF EDUCATION**

By: _____
Philip Huskey, President

ATTEST:

**Ronnie L. McGehee, Madison County
Superintendent Of Education**

LESSEE:

Byron Davillier

Kendra Davillier

Reviewed and approved by the Madison County Board of Supervisors, this the
__ day of _____, 2018.

Sheila Jones, President

ATTEST:

Ronny Lott, Clerk

APPROVED:

**C. Delbert Hosemann, Jr.,
Secretary of State**

**STATE OF MISSISSIPPI
COUNTY OF MADISON**

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of _____, 2018, within my jurisdiction, the within named Philip Huskey and Ronnie L. McGehee who acknowledged to me that they are President of the Madison County Board of Education and Superintendent of Education, respectively, of the Madison County School District, and that for and on behalf of the said Madison County School District, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

**STATE OF MISSISSIPPI
COUNTY OF MADISON**

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of _____, 2018, within my jurisdiction, the within named Sheila Jones, who acknowledged to me that she is President of the Madison County Board of Supervisors, and that for and on behalf of the said Madison County Board of Supervisors, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of _____, 2018, within my jurisdiction, the within named **Byron Davillier and wife, Kendra Davillier**, who acknowledged to me that they executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

Residential Lease\2018\file#41 Davillier

**INDEXING: 0.42 ± acres, more or less, in Section 16, Township 8 North, Range 2
East, Madison County, Mississippi**

LESSOR:

**Madison County, Mississippi Board
of Education Trustees of The Madison
County School District 16th Section
School Lands Trust
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: (601) 499-0800**

LESSEE:

**Canton Municipal Utilities
225 N. Hargon Street
Canton, MS 39046
Telephone: (601) 855-5958**

PREPARED BY:

**Madison County School District
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: (601)499-0800**

**16TH SECTION PUBLIC SCHOOL TRUST LANDS
OTHER CLASSIFICATION PROPERTY LEASE
FOR UTILITIES EASEMENT**

**STATE OF MISSISSIPPI
COUNTY OF MADISON**

THIS OTHER CLASSIFICATION PROPERTY LEASE (hereinafter the "Lease"), is made and entered into this the 4th day of December, 2017, by and between the BOARD OF EDUCATION OF THE MADISON COUNTY SCHOOL DISTRICT AS TRUSTEES OF THE MADISON COUNTY SCHOOL DISTRICT 16TH SECTION SCHOOL LANDS TRUST (hereinafter "Lessor"), and CANTON MUNICIPAL UTILITIES (hereinafter "Lessee").

WITNESSETH:

That for the term and in consideration of the annual rentals hereinafter set forth, and the covenants, conditions, and obligations to be observed and performed by the Lessee, and by the authority and under the direction of the Board of Education of the Madison County School District, Mississippi, Lessor does hereby lease, let and rent unto Lessee the following described land (hereinafter "Leased Premises"):

A 15-foot wide and 1,228.3 feet long permanent, non-exclusive easement located on the east side of the Calhoun Parkway and parallel to the Calhoun Parkway in Section 16, Township 8 North, Range 2 East, Madison County, Mississippi. A plat of the easement and an engineer's letter are attached as Exhibit "A."

The 15 foot wide easement consists of 0.42± acres, more or less.

1. **Term.** Subject to other provisions herein contained, the term of this Lease shall be for ten(10) years, beginning on the 4th day of December, 2017, and terminating on the 3rd day of December, 2027, (the "primary term"). For purposes of this Lease, the Anniversary Date shall be on the anniversary of the beginning of the primary term. It is expressly agreed and understood by all the parties hereto that part of the consideration given for the execution and delivery of this instrument is the option hereby granted to Lessee to renew this lease for an additional or "secondary term" of twenty-five (25) years as provided in Miss. Code Ann. §29-3-69, beginning on the 4th day of December, 2027, and terminating on the 3rd day of December, 2052, at an annual rental based upon the fair market value of the land, excluding buildings and improvements not then owned by Lessor, as determined by a qualified appraiser selected by the Lessor who performs his appraisal not more than twelve months prior to the expiration of the primary term. To exercise the right to renew this lease for an additional twenty-five (25) years, Lessee must file with Lessor written notice of Lessee's intent to renew said lease. The notice to renew must be filed on or before the expiration of the primary term. In the event of the failure of the Lessee to exercise his right to re-lease the Property at such time, any holder of a valid first deed of trust upon the leased premises shall have a prior right to re-lease the premises at an annual rental based on appraised value, said lease to be substantially in the same form as this lease.

At the expiration of the primary term, for continued easement rights, Lessee shall execute a new lease and pay adequate compensation to the Lessor, as determined by Lessor under applicable law in effect at that time.

2. **Annual Rent.** Lessee covenants and agrees to pay or cause to be paid to Lessor rental of \$277.00 per year. The obligation of Lessee to pay rent under this Lease Contract 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 is not refundable, and Lessee waives any right or claim it may have to refund of rent paid.

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; Lessee covenants and agrees to pay any and all survey costs and

recording fees in connection with this Lease or any other fees so determined by law. All payments for general and special taxes and assessments 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, including drainage taxes, 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. Lessee's failure to pay said taxes, as and when due, shall constitute a breach of this Lease Contract and shall entitle Lessor to terminate this lease.

4. **Default.** The parties herein expressly agree that if default shall be made in the payment of any general or special tax or assessment or rent due, made pursuant to this Lease Contract, then and in any event of default, it shall be lawful for Lessor to enter upon the Leased Premises, or any part thereof, after Lessor has provided sixty (60) days prior written notice to Lessee and upon Lessee's failure to cure such default within said sixty (60) days, either with or without the process of law, to reenter and repossess the same, and to distrain from any rent or assessment that may be due thereon, at the election of Lessor, but nothing herein is to be construed to mean that Lessor is not permitted to hold Lessee liable for any unpaid rent or assessment to that time. As to all other conditions, covenants, and obligations imposed on Lessee herein, enforcement shall be by proceeding at law or in equity against any person violating or attempting to violate said conditions, covenants, and obligations to restrain violation and recover damages, if any, including reasonable expenses of litigation including, but not limited to, fees charged by attorneys, expert witnesses, surveyors and appraisers, which Lessee expressly agrees to pay. Such enforcement by proceedings at law or in equity may be instituted at any time after sixty (60) days written notice. Enforcement proceedings shall include the right of the Tax Collector to recover any tax, assessment, fees and costs. Invalidation of any provision(s) of this Lease by judgment or court order shall in no way affect any of the remaining provisions which shall remain in full force and effect.

5. **Remedies.** In the event of any forfeiture, default, or cancellation of this Lease or termination of the term therefore aforesaid, Lessee shall quit, deliver up and surrender possession of the Leased Premises, and all Lessor-owned structures and improvements thereon to the said Lessor, and thereupon this Lease and all agreements and covenants on Lessor's behalf to be performed and kept, shall cease, terminate, and be utterly void, the same as if the Lease had not been made. At Lessor's option, Lessee shall be required to remove all Lessee-owned improvements. In addition thereto, Lessor shall be entitled to whatever remedies it may have at law or equity for the collection of any unpaid rental hereunder, or for any other sums, for damages or otherwise, that it may have sustained on account of Lessee's non-fulfillment or non-performance of the terms and conditions of this Lease, including costs for removing Lessee-owned improvements.

Immediately upon the termination of this Lease, whether for forfeiture, default or cancellation, Lessor shall be entitled to take possession of the Leased Premises and all Lessor-owned improvements thereon absolutely, notwithstanding custom, usage, or law to the contrary. Any removal of property from the Leased Premises shall be accomplished so as to leave the

Leased Premises in a condition satisfactory to Lessor. Lessee shall remove all of Lessee's property within one hundred and eighty (180) days of the said event. Lessee shall be subject to the accrual of rent during said one hundred and eighty (180) days.

6. **Curing Default.** Notwithstanding any provision of this Lease to the contrary, any present or future holder of a mortgage or a deed of trust representing money loaned on these facilities, shall have the right of a thirty (30) day notice of default within which to cure any default which may be cured by the payment of money. In addition, for any other default for which a forfeiture of said Lease may be invoked, such holder of such mortgage or deed of trust shall be entitled to a notice in writing of the claimed default and shall have a reasonable time, which shall not be less than sixty (60) days, either to require the correction of such default or in lieu thereof, to protect itself through the exercise of a power of sale and thereby acquire a leasehold in the Leased Premises and correct such default. Lessee hereby covenants and agrees to notify Lessor of the existence of all such mortgages, deeds of trust, or other secured encumbrances, and that, in the absence of such notice, Lessor has no obligation whatever to notify any such holder of said encumbrance.

Any recorded mortgage or deed of trust may provide that any default by the Lessee/Mortgagor concerning this Lease shall likewise be a default of such mortgage or deed of trust, but failure to indicate such provisions in any mortgage or deed of trust shall not affect the validity or propriety thereof nor diminish the protection extended to the holder of such mortgage or deed of trust or the indebtedness secured thereby.

7. **Assignment.** Provided Lessee is not in breach of this Lease, Lessee may, upon payment of a \$200.00 transfer fee to Lessor, shall have the full right and authority to lease, sell, assign, transfer and/or convey to others this lease in whole and to encumber the same. However, any lease, sale, assignment, transfer or conveyance shall be subject to the prior written consent of Lessor which shall not be unreasonably withheld, and to the required consent and additional requirements, if any, of the Secretary of the State of Mississippi or other applicable government officials. The Lessor agrees to execute such documents as reasonably may be requested by any lender or other assignee to evidence and acknowledge the effectiveness of any such assignment.

8. **Regulatory Compliance.** Lessee shall comply with all applicable laws, rules, and regulations concerning Lessee's use of the property and/or obligations under this Lease. This obligation shall include, but not be limited to, compliance with federal, state and local environmental regulations concerning the air, water and soil, endangered species, wetlands, and other laws, rules and regulations that may presently exist or hereafter be adopted. In the event of contamination of the air, water or soils arising out of any Lessee use, Lessee shall be responsible for all mandated remediation and monitoring with this obligation to survive termination of this Lease. Notwithstanding the requirements of this paragraph, Lessee:

A. Will not sue, generate, manufacture, produce, store, release, discharge, or dispose of, on, under or about the Leased Premises or transport to or from the Leased Premises any hazardous substance or pollutant (as either may be defined by an present or future laws or regulations of any governmental authority or by an administrative or judicial decisions) or any solid wastes and will not allow any other person to do so.

B. Shall keep and maintain the Leased Premises in compliance with, and shall not cause or permit the Leased Premises to be in violation of, any environmental laws or regulations

nor any laws or regulations pertaining to the disposal of solid, liquid, or gaseous wastes, both hazardous and non-hazardous.

C. Shall give prompt written notice to Lessor and the Secretary of State of:

(i) Any proceeding or inquiry by any governmental authority with respect to the presence of any solid wastes or hazardous substance on the Leased Premises or the migration thereof from or to other property;

(ii) All claims made or threatened by any governmental authority with respect to the presence of any solid wastes or hazardous substance on the Leased Premises or the migration thereof from or to other property.

(iii) Lessee's discovery of any occurrence or condition that would cause the Leased Premises to be subject to any restrictions on the ownership, occupancy, transferability or use of the Leased Premises under any environmental or solid waste disposal law, regulation, ordinance or ruling.

9. **Environmental Accidents.** Lessee shall immediately furnish written notice of all spills, leaks, accidents or similar matters on the premises to Lessor and the Secretary of State at the addresses provided in this instrument. Lessee shall also furnish Lessor and the Secretary of State a copy of all filings, including but not limited to, environmental issues, required bylaws, rules or regulations arising out of any spills, leaks, accidents, or other matters related to the use and occupation of the premises by Lessee. Nothing in this paragraph shall place any duty of cleanup or remediation of property upon Lessor, with those duties belonging exclusively to Lessee. Lessee shall be responsible for all mandated remediation and monitoring with this obligation to survive termination of this Lease Contract.

10. **Breach of Lease.** If Lessee breaches any of the provisions of this Lease and fails to cure the same after sixty (60) days written notice from the Lessor, 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, including but not limited to, fees charged by attorneys, expert witnesses, surveyors and appraisers..

11. **Notices.** All notices specified by this instrument shall be in writing and sent by registered or certified mail, postage prepaid, to the following address 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 who notice shall be sent.

To Lessor: 16th Section Land Manager
Madison County School District
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: (601)499-0800
Facsimile: (601)605-6407_____

To Secretary of State: Mississippi Secretary of State's Office
ATTN: 16th Section Lands
P.O. Box 136
Jackson, MS 39205-0136
Telephone: (601)359-1350
Facsimile: (601)359-1461

To Lessee:

Canton Municipal Utilities
225 N. Hargon Street
Canton, MS 39046
Telephone: (601) 855-54958
Facsimile: (601) 855-5477

12. **Indemnification.** To the extent allowable under Mississippi law, Lessee shall protect, indemnify, defend, save, and hold harmless Lessor, the Secretary of State and the State of Mississippi, its 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 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 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 or 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.

13. **Mortgage Transactions.** The preceding restrictions on assignments of this lease shall not apply to, and no prior approval of Lessor shall be required for: (i) a mortgage of the leasehold estate; (ii) a foreclosure or an assignment of the leasehold estate to the mortgagee in lieu of foreclosure; or (iii) a transfer by a mortgagee who has acquired the leasehold estate and such transfer occurs within a reasonable period of time commensurate with liquidation of the asset. However, any person acquiring the leasehold estate by any of the above means shall be obligated, within ten (10) days thereafter, to provide Lessor with a copy of the recorded assignment. No mortgagee shall be deemed to have assumed, and no mortgagee shall be personally obligated to perform any of Lessee's obligations under this lease which accrued prior to acquisition of the leasehold estate, provided that this limitation on personal liability shall not diminish the rights and remedies otherwise available to Lessor in the event of a default nor the right of a mortgagee to cure defaults as herein provided. A mortgagee, having acquired the leasehold estate through foreclosure or assignment in lieu of foreclosure, shall be liable for performance of all obligations of Lessee which accrue during the period the mortgagee has ownership of the leasehold estate, and any rent payment which becomes due during such period shall be paid in full and not pro-rated. Nothing contained in this Lease Contract or in any mortgage shall release Lessee from the full and faithful performance of Lessee's obligations under this Lease Contract or from any liability for non-performance or constitute a waiver of any right of Lessor against Lessee. The term "mortgage" as used in this paragraph means any mortgage, deed of trust, collateral assignment or other transfer or pledge of this lease as security for an indebtedness of Lessee; and the term "mortgagee" means the holder of the indebtedness to whom or for whose benefit this Lease Contract has been mortgaged or pledged as security.

Notwithstanding any provision of this Lease Contract to the contrary, in the event of a default and foreclosure of a mortgage or deed of trust representing money loaned on the

hereinbefore described property or the receipt of a transfer in lieu thereof, the purchaser at such foreclosure or the recipient of a transfer in lieu thereof, will receive all the rights and privileges of a lessee and likewise assume all responsibilities of a lessee as if such purchaser or transferee had initially been a lessee under this Lease Contract.

14. **Waste.** The Lessee shall be responsible for any damage that may be caused to Lessor's property by the activities of the Lessee under this Lease, and shall exercise due diligence in the protection of all improvements, timber and other property of Lessor, which may be located on the Lease Premises or in the vicinity thereof, against fire or damage from any and all other causes. Lessee shall further comply with all applicable laws, rules and regulations concerning Lessee's use of the property and/or obligations under this Lease. This obligation shall include, but not be limited to, compliance with federal, state and local environmental endangered species, wetlands, and other laws, rules and regulations that may presently exist or hereafter be adopted. If the Lessee shall commit, cause to be committed, or permit the commission of any act of waste on the leased premises, then this lease shall thereupon cease and terminate and shall thenceforth be null and void, and the Lessee shall be and remain liable to Lessor for any and all waste and damages to the land permitted, done, or in any way caused by the Lessee. In the event of contamination of soils, air or water arising out of any Lessee use,

15. **Quiet Possession.** Lessee shall have quiet and peaceful possession of the Leased Premises as long as compliance is made with terms of this Lease.

16. **Bankruptcy or Judgments.** Lessee hereby covenants and agrees that if an execution or process is levied upon the Leased Premises or if a petition of bankruptcy be filed by or against Lessee in any court of competent jurisdiction, Lessor shall have the right, at its option, to cancel this Lease. Lessee further covenants and agrees that this Lease and the interest of Lessee hereunder shall not, without the written consent of Lessor first obtained, be subject to garnishment or sale under execution or otherwise in any suit or proceeding which may be brought against said Lessee.

17. **Condemnation.** If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unsuitable for Lessee's normal business activity, 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 the Lessee. It is provided, however, that nothing herein shall preclude Lessee from prosecuting any claim directly against the condemning authority for loss of business, cost of relocation 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.

18. **Classification/Use.** The lands herein have been classified as Other in accordance with Miss. Code Ann. §29-3-31 et seq., as amended. Lessor warrants that the Leased Premises shall be permitted to be used for underground utilities (water, sewer, and gas) for the duration of the term. This warranty does not apply to any change in use which may be required by governmental authority or other means beyond the control of Lessor.

Lessee may construct, maintain, operate and repair all appliances, appurtenances, fixtures and equipment deemed by Lessee to be necessary or desirable in connection only with the operation of said underground utilities on, over, across, along, under and through the subject property.

Lessee shall have the full and continuing right to clear and keep clear vegetation within or growing into said Easement and the further right to remove or modify, from time to time, trees, limbs, and/or vegetation outside the said Easement, which Lessee considers a hazard to any of its facilities, or a hazard to the rendering of adequate and dependable service, by use of a variety of methods used in the vegetation management industry. Lessee shall pay to Lessor the fair market value of any timber located outside the boundaries of the Easement described herein, which is removed by Lessee pursuant to this paragraph.

Lessee shall not use the Leased Premises for any of the following purposes: (i) activities that are considered hazardous, including, but not limited to, demolition or the storage or use of dangerous substances; (ii) Any activity considered to be a nuisance; (iii) Any activity that is unlawful or immoral; (iv) The operation of a business or proprietorship that offers adult entertainment including, but not limited to, nude or partially nude dancing or display or the sale or distribution of adult materials including, but not limited to, pornographic magazines, books, videocassettes, or computer disks; (v) Any activity which at the discretion of the Lessor and the Secretary of State is inappropriate upon Sixteenth Section Land.

It is understood and agreed that should Lessee, or its successors in interest, cease to use the property described herein to operate and maintain the underground utilities (water, sewer, or gas) lines or related appurtenances, Lessee shall, upon request of Lessor, re-convey all of the rights conveyed hereunder to Lessor and the Leased Premises shall automatically revert to the Lessor.

19. **Successors.** To the extent assignment of this Lease is allowed by the above provisions, this Lease shall be binding upon Lessee's successors and assigns.

20. **Improvements.** While this Lease continues in force and effect, Lessee shall have the unrestricted right to remove, change, alter, modify, add to or subtract from any of Lessee's fixtures on the land as the Lessee may in its sole discretion elect so to do, and the Lessor, while this Lease or any extension thereof continues in force and effect, shall have no possessory interest in any of Lessee's fixtures or improvements. If any of Lessee's improvements are removed, the Lessee shall be obligated to remove all foundations and paved areas, fill any excavations with a soil material suitable as a foundation support for further construction and generally restore the premises to a condition suitable for construction, use and occupancy by others.

It is expressly agreed by and between the parties that Lessee will not make any alteration upon the Leased Premises without the express written consent of Lessor and that Lessee will not occupy or use, nor permit to be occupied or used, the Leased Premises, for any use deemed extra-hazardous on account of fire or otherwise; nor will Lessee permit the same to be used for any immoral or unlawful purpose. Lessee also covenants and agrees to maintain the Leased Premises in a neat and orderly manner and to refrain from creating or maintaining any eyesores, unattractive nuisances, or other nuisance.

No structures or obstructions shall be placed within the Easement, including, but not limited to, house, barn, garage, shed, pond, pool or well, except fences, roadways and subsurface utilities. No buildings or other structures shall be constructed on the property adjoining the Easement in violation of the minimum clearances from the water distribution facilities, as provided in the national safety code.

21. **Diligence.** The Lessee shall be responsible for any damage that may be caused to Lessor's property by the activities of the Lessee under this Lease, and shall exercise due diligence in the protection of all improvements, timber and other property of Lessor, which may be located on the lease premises or in the vicinity thereof, against fire or damage from any and all other causes.

22. **General Duties of Lessee.** Lessee agrees:

A. To comply with all laws and ordinances applicable to the use of the Leased Premises including, without limitation, laws and regulations pertaining to accessibility by handicapped persons.

B. To allow inspection of the Leased Premises during normal business hours by an persons responsible for management or supervision of the property or this Lease acting in their official capacity.

C. To perform all obligations herein expressed in a prompt fashion, without notice or demand.

D. To surrender the Leased Premises upon termination or expiration of this Lease, with improvements to be in the condition as herein specified.

E. To provide Lessor, at each Anniversary Date, written certification by Lessee or an officer of Lessee, of compliance with the provisions of this Lease.

F. To maintain the Leased Premises at all times in a clean, neat and orderly manner, free of waste materials.

23. **Reservations and Non-Exclusivity.** Lessor reserves title to all oil, gas, coal, lignite and other minerals, in on, or under the Leased Premises, together with the right of ingress and egress to remove the same, but not in a manner which interferes with Lessee's operations on the Leased Premises.

Lessor reserves the right to lease the Lease Premises or property for any other purpose not inconsistent with this agreement pursuant to applicable laws, rules and regulations concerning sixteenth section lands in effect at the time, including but not limited to agricultural, forestry, hunting or otherwise make use of the subject property for purposes and in a manner which will not interfere with the enjoyment or use of the rights and estate granted herein, but Lessor shall not construct, nor permit to be constructed, any houses, buildings, dams, levees, lakes, ponds, structures, or any similar or dissimilar obstructions on or over said leasehold, or any part thereof, as surveyed or finally determined hereunder that would be a violation of the minimum clearances for the utility facilities as provided in the national safety code. Any use of the property for forestry purposes shall not authorize Lessor to plant or otherwise grow or

manage trees or timber upon the leasehold and shall be subject to Lessee's right to clear the leasehold without the payment of additional consideration. Nothing in this paragraph shall be construed to prohibit Lessor from constructing a road or laying other utilities over and across the leasehold. Lessor shall, however, provide Lessee at least ninety (90) days written notice prior to the construction or any roads to allow Lessee to take such measures as deemed reasonable and necessary to protect the sewer line.

This grant is not exclusive. The Lessor may lease the Lease Premises for easements and rights of way to other utilities.

24. **Rights-of-Way.** Lessor reserves the right to grant or sell easements and rights of way on, over and across the Lease Premises for roads, highways, railroads, fiber optic cables or any other 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. This, however, is not to prevent Lessee from collecting from any utility company for any damage which may be sustained by Lessee in the construction, operation or maintenance of utilities on such right of way or easement.

25. **Recording.** Lessor will deliver this Lease to the Chancery Clerk of Madison County for recording and Lessee has herewith delivered to Lessor a check payable to such Chancery Clerk for the recording fees.

26. **Immunity.** No provision of this Lease, whether requiring Lessee to indemnify Lessor or otherwise, shall be construed as a waiver by Lessor or the Secretary of State of any provision of law related to governmental immunity.

27. **Interpretation.** The parties to this Lease acknowledge that they have freely entered into this Lease Contract and any ambiguities shall not be construed against a single party.

28. **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.

29. **Governing Law.** This Lease 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 and any amendments hereto shall rest exclusively in the Chancery Court of Madison County, Mississippi.

30. **Secretary of State.** By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease by the Secretary of state indicates that the Madison County Board of Education has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

31. **Supervisory Right.** The Secretary of State, as supervisory trustee, shall have the right to institute any action to enforce the terms of this Lease Contract in the event Lessor fails to do so in a timely manner. In the event the Secretary of State institutes legal action to enforce the terms of this Lease Contract, he shall have all rights as are conferred to Lessor.

32. **Entire Agreement.** This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Contract shall not be binding upon either party except to the extent incorporated herein.

33. **Zoning Ordinances and Restrictions.** This Lease is subject to the County of Madison, Mississippi zoning and subdivision ordinances, which conditions shall be in full force and effect as to the property leased herein.

34. **Timber.** The parties recognize that the subject property must be cleared of all timber for Lessee to use the subject property for its purposes. After said initial cutting, Lessee shall have continuing right, exercisable at any time, and from time to time, to cut and keep the subject property clear of all trees, undergrowth, and any other natural or manmade objection that may injure or endanger any of the above-described facilities or interfere with Lessee's access to, monitoring of, or maintenance, repair, relocation for maintenance purposes, construction, and/or operation of the same, all without further compensation other than the annual rental payments specified herein.

35. **Surface Damages.** Lessee shall pay for all damages to Lessor's roads, fences, crops, timber, soils, ground eater, surface water and property or natural resources that may be suffered by Lessor by reason of the exercise of Lessee of any of the rights and privileges hereby granted, but shall not be liable for keeping the subject property clear of trees, undergrowth, and other natural or man-made obstructions in the course of the maintenance and operation of its systems and appurtenances. Lessee shall not pollute or otherwise contaminate the land, air, water and resources of Lessor and adjacent owners shall immediately remedy any pollution or contamination, should it occur.

36. **Access.** This lease shall include, without limitation, the right of convenient ingress and egress by Lessee over and across the adjoining land of Lessor by the use of existing public roads, whether presently existing or hereafter publicly constructed and maintained, and the use thereof, reasonably necessary in connection with the construction, maintenance, operation, removal, repair, renewal, replacement, or removal of the above-described facilities on said tract. Any damage to the roadways shall be repaired by Lessee within fifteen (15) days of prior receipt of notice by Lessor. Such access shall be limited to public roadways in existence at the time access is needed. Lessor reserves the right to close or relocate roadways without notice to the Lessee. Lessee shall have the right of ingress and egress to and from said Easement across the adjoining land of the Lessor, subject to any rights of surface lease holders thereon, and the right to attach lines of any other party to the Lessee's facilities.

IN WITNESS WHEREOF, this Lease is executed by Lessor pursuant to the Order duly entered upon its Minutes.

LESSOR:

Madison County, Mississippi Board of Education
Trustees of the Madison County School District 16th
Section School Lands Trust

By: *William R. Grissett, Jr.*
William R. Grissett, Jr., President

ATTEST:

Ronnie L. McGehee
Ronnie L. McGehee
Superintendent of Education
Madison County School District

LESSOR:

Canton Municipal Utilities

By: *Stephen Thompson*
Stephen Thompson (Print Name)
General Manager (Title)

APPROVED:

C. Delbert Hosemann, Jr.,
Secretary of State
State of Mississippi

Reviewed and approved by the Madison County Board of Supervisors, this the ____ day
of _____, 2017.

David Bishop, President
Sheila Jones

ATTEST:

Ronny Lott, Clerk



STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 21ST day of MARCH, 2018, within my jurisdiction, the within named STEPHEN TOMMASON, who acknowledged to me that he/she is GENERAL MANAGER of Canton Municipal Utilities, and that for and on behalf of the said Canton Municipal Utilities, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized so to do.

[Signature]
NOTARY PUBLIC

My Commission Expires:

2-22-2020
[SEAL]



STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 4TH day of December, 2017, within my jurisdiction, the within named **William R. Grissett, Jr. and Ronnie L. McGehee**, who acknowledged to me that they are President and Superintendent, respectively, of the **Madison County School District Board of Education**, and that for and on behalf of the said Madison County Board of Education, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

[Signature]
NOTARY PUBLIC

My Commission Expires:

[SEAL]



STATE OF MISSISSIPPI
COUNTY OF MADISON

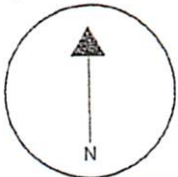
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this _____ day of _____, 2018, within my jurisdiction, the within named **Sheila Jones**, who acknowledged to me that she is **President** of the **Board of Supervisors of Madison County, Mississippi**, and that for and on behalf of the said Madison County Board of Supervisors, and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized to so do.

NOTARY PUBLIC



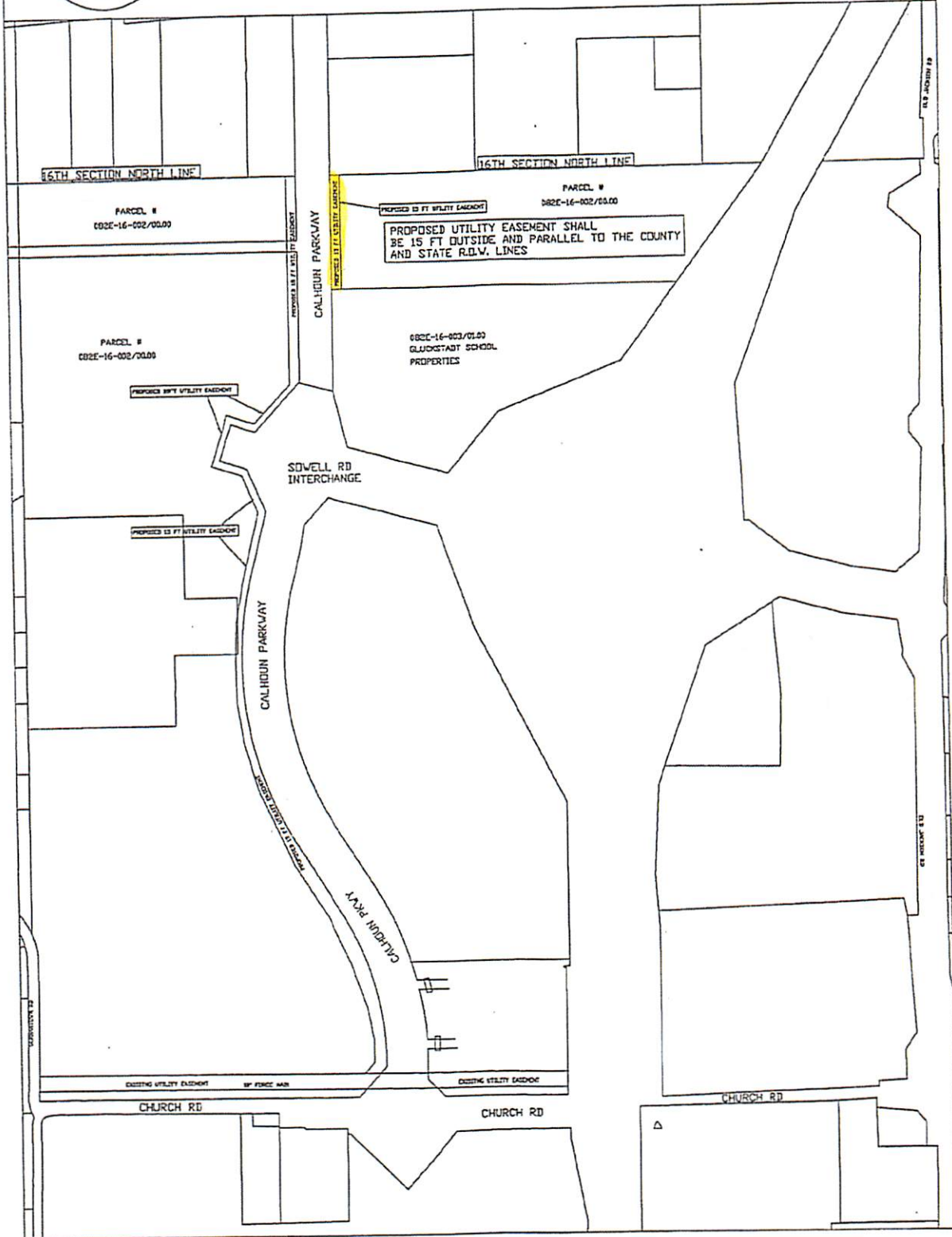
My Commission Expires:

[SEAL]



CMU
CALHOUN PARKWAY
PROPOSED 15 FT UTILITY EASEMENT REQUEST
FOR 16TH SECTION LAND OF MADISON COUNTY SCHOOL SYSTEM
SOWELL RD. INTERCHANGE

EXHIBIT
A



AERIAL PHOTOGRAPH SHOWING PATH OF EAST SIDE EASEMENTS



Engineer's Measurements for Easements

Brent Johnston

From: Don Holtsinger [d.holtsinger@cmu.com]
Sent: Wednesday, August 02, 2017 10:16 AM
To: brentljohnston@comcast.net
Subject: CMU EASEMENT REQUEST FROM THE MADISON COUNTY SCHOOL BOARD

Brent,

The measurements for the easements are the following: MADISON COUNTY SCHOOL . PARCEL NUMBER 082E-16-002/00.00

Westside of the Calhoun Parkway:

Permanent Easement 5768.39 FT. long and 15 FT. wide =86,525.85 SQFT. = 1.99 Acres

Temporary Easement is the same. 1.99 Acres

Eastside of the Calhoun Parkway:

Permanent Easement 647.59 FT long and 15 FT wide =9713.85 SQFT = .22 Acres

Temporary Easement is the same. .22 Acres

GLUCKSTADT SCHOOL PROPERTIES LLC PARCEL NUMBER

082E-16-003/01.00

East side of Calhoun Parkway- south of Parcel 082E-16-002/00.00

Permanent Easement 580.71 FT long and 15 FT wide = 8710.50 SQFT = .20 Acres

Temporary Easement the same. .20 Acres

Let me know if you need any further information.

Thanks,

Don Holtsinger

Don Holtsinger – Engineering Coordinator



d.holtsinger@cmu.com
225 North Hargon Street
Canton, Mississippi 39046
601-855-5958 Office
601-941-7336 Cell

8/2/2017

**INDEXING: 0.42 ± acres, more or less, in Section 16, Township 8 North, Range 2
East, Madison County, Mississippi**

LESSOR:

**Madison County, Mississippi Board
of Education Trustees of The Madison
County School District 16th Section
School Lands Trust
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: (601) 499-0800**

LESSEE:

**Canton Municipal Utilities
225 N. Hargon Street
Canton, MS 39046
Telephone: (601) 855-5958**

PREPARED BY:

**Madison County School District
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: (601)499-0800**

**16TH SECTION PUBLIC SCHOOL TRUST LANDS
OTHER CLASSIFICATION PROPERTY LEASE
FOR UTILITIES EASEMENT**

**STATE OF MISSISSIPPI
COUNTY OF MADISON**

THIS OTHER CLASSIFICATION PROPERTY LEASE (hereinafter the "Lease"), is made and entered into this the 4th day of December, 2017, by and between the BOARD OF EDUCATION OF THE MADISON COUNTY SCHOOL DISTRICT AS TRUSTEES OF THE MADISON COUNTY SCHOOL DISTRICT 16TH SECTION SCHOOL LANDS TRUST (hereinafter "Lessor"), and CANTON MUNICIPAL UTILITIES (hereinafter "Lessee").

WITNESSETH:

That for the term and in consideration of the annual rentals hereinafter set forth, and the covenants, conditions, and obligations to be observed and performed by the Lessee, and by the authority and under the direction of the Board of Education of the Madison County School District, Mississippi, Lessor does hereby lease, let and rent unto Lessee the following described land (hereinafter "Leased Premises"):

A 15-foot wide and 1,228.3 feet long permanent, non-exclusive easement located on the east side of the Calhoun Parkway and parallel to the Calhoun Parkway in Section 16, Township 8 North, Range 2 East, Madison County, Mississippi. A plat of the easement and an engineer's letter are attached as Exhibit "A."

The 15 foot wide easement consists of 0.42± acres, more or less.

1. **Term.** Subject to other provisions herein contained, the term of this Lease shall be for ten(10) years, beginning on the 4th day of December, 2017, and terminating on the 3rd day of December, 2027, (the "primary term"). For purposes of this Lease, the Anniversary Date shall be on the anniversary of the beginning of the primary term. It is expressly agreed and understood by all the parties hereto that part of the consideration given for the execution and delivery of this instrument is the option hereby granted to Lessee to renew this lease for an additional or "secondary term" of twenty-five (25) years as provided in Miss. Code Ann. §29-3-69, beginning on the 4th day of December, 2027, and terminating on the 3rd day of December, 2052, at an annual rental based upon the fair market value of the land, excluding buildings and improvements not then owned by Lessor, as determined by a qualified appraiser selected by the Lessor who performs his appraisal not more than twelve months prior to the expiration of the primary term. To exercise the right to renew this lease for an additional twenty-five (25) years, Lessee must file with Lessor written notice of Lessee's intent to renew said lease. The notice to renew must be filed on or before the expiration of the primary term. In the event of the failure of the Lessee to exercise his right to re-lease the Property at such time, any holder of a valid first deed of trust upon the leased premises shall have a prior right to re-lease the premises at an annual rental based on appraised value, said lease to be substantially in the same form as this lease.

At the expiration of the primary term, for continued easement rights, Lessee shall execute a new lease and pay adequate compensation to the Lessor, as determined by Lessor under applicable law in effect at that time.

2. **Annual Rent.** Lessee covenants and agrees to pay or cause to be paid to Lessor rental of \$277.00 per year. The obligation of Lessee to pay rent under this Lease Contract 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 is not refundable, and Lessee waives any right or claim it may have to refund of rent paid.

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; Lessee covenants and agrees to pay any and all survey costs and

recording fees in connection with this Lease or any other fees so determined by law. All payments for general and special taxes and assessments 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, including drainage taxes, 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. Lessee's failure to pay said taxes, as and when due, shall constitute a breach of this Lease Contract and shall entitle Lessor to terminate this lease.

4. **Default.** The parties herein expressly agree that if default shall be made in the payment of any general or special tax or assessment or rent due, made pursuant to this Lease Contract, then and in any event of default, it shall be lawful for Lessor to enter upon the Leased Premises, or any part thereof, after Lessor has provided sixty (60) days prior written notice to Lessee and upon Lessee's failure to cure such default within said sixty (60) days, either with or without the process of law, to reenter and repossess the same, and to distrain from any rent or assessment that may be due thereon, at the election of Lessor, but nothing herein is to be construed to mean that Lessor is not permitted to hold Lessee liable for any unpaid rent or assessment to that time. As to all other conditions, covenants, and obligations imposed on Lessee herein, enforcement shall be by proceeding at law or in equity against any person violating or attempting to violate said conditions, covenants, and obligations to restrain violation and recover damages, if any, including reasonable expenses of litigation including, but not limited to, fees charged by attorneys, expert witnesses, surveyors and appraisers, which Lessee expressly agrees to pay. Such enforcement by proceedings at law or in equity may be instituted at any time after sixty (60) days written notice. Enforcement proceedings shall include the right of the Tax Collector to recover any tax, assessment, fees and costs. Invalidation of any provision(s) of this Lease by judgment or court order shall in no way affect any of the remaining provisions which shall remain in full force and effect.

5. **Remedies.** In the event of any forfeiture, default, or cancellation of this Lease or termination of the term therefore aforesaid, Lessee shall quit, deliver up and surrender possession of the Leased Premises, and all Lessor-owned structures and improvements thereon to the said Lessor, and thereupon this Lease and all agreements and covenants on Lessor's behalf to be performed and kept, shall cease, terminate, and be utterly void, the same as if the Lease had not been made. At Lessor's option, Lessee shall be required to remove all Lessee-owned improvements. In addition thereto, Lessor shall be entitled to whatever remedies it may have at law or equity for the collection of any unpaid rental hereunder, or for any other sums, for damages or otherwise, that it may have sustained on account of Lessee's non-fulfillment or non-performance of the terms and conditions of this Lease, including costs for removing Lessee-owned improvements.

Immediately upon the termination of this Lease, whether for forfeiture, default or cancellation, Lessor shall be entitled to take possession of the Leased Premises and all Lessor-owned improvements thereon absolutely, notwithstanding custom, usage, or law to the contrary. Any removal of property from the Leased Premises shall be accomplished so as to leave the

Leased Premises in a condition satisfactory to Lessor. Lessee shall remove all of Lessee's property within one hundred and eighty (180) days of the said event. Lessee shall be subject to the accrual of rent during said one hundred and eighty (180) days.

6. **Curing Default.** Notwithstanding any provision of this Lease to the contrary, any present or future holder of a mortgage or a deed of trust representing money loaned on these facilities, shall have the right of a thirty (30) day notice of default within which to cure any default which may be cured by the payment of money. In addition, for any other default for which a forfeiture of said Lease may be invoked, such holder of such mortgage or deed of trust shall be entitled to a notice in writing of the claimed default and shall have a reasonable time, which shall not be less than sixty (60) days, either to require the correction of such default or in lieu thereof, to protect itself through the exercise of a power of sale and thereby acquire a leasehold in the Leased Premises and correct such default. Lessee hereby covenants and agrees to notify Lessor of the existence of all such mortgages, deeds of trust, or other secured encumbrances, and that, in the absence of such notice, Lessor has no obligation whatever to notify any such holder of said encumbrance.

Any recorded mortgage or deed of trust may provide that any default by the Lessee/Mortgagor concerning this Lease shall likewise be a default of such mortgage or deed of trust, but failure to indicate such provisions in any mortgage or deed of trust shall not affect the validity or propriety thereof nor diminish the protection extended to the holder of such mortgage or deed of trust or the indebtedness secured thereby.

7. **Assignment.** Provided Lessee is not in breach of this Lease, Lessee may, upon payment of a \$200.00 transfer fee to Lessor, shall have the full right and authority to lease, sell, assign, transfer and/or convey to others this lease in whole and to encumber the same. However, any lease, sale, assignment, transfer or conveyance shall be subject to the prior written consent of Lessor which shall not be unreasonably withheld, and to the required consent and additional requirements, if any, of the Secretary of the State of Mississippi or other applicable government officials. The Lessor agrees to execute such documents as reasonably may be requested by any lender or other assignee to evidence and acknowledge the effectiveness of any such assignment.

8. **Regulatory Compliance.** Lessee shall comply with all applicable laws, rules, and regulations concerning Lessee's use of the property and/or obligations under this Lease. This obligation shall include, but not be limited to, compliance with federal, state and local environmental regulations concerning the air, water and soil, endangered species, wetlands, and other laws, rules and regulations that may presently exist or hereafter be adopted. In the event of contamination of the air, water or soils arising out of any Lessee use, Lessee shall be responsible for all mandated remediation and monitoring with this obligation to survive termination of this Lease. Notwithstanding the requirements of this paragraph, Lessee:

A. Will not sue, generate, manufacture, produce, store, release, discharge, or dispose of, on, under or about the Leased Premises or transport to or from the Leased Premises any hazardous substance or pollutant (as either may be defined by an present or future laws or regulations of any governmental authority or by an administrative or judicial decisions) or any solid wastes and will not allow any other person to do so.

B. Shall keep and maintain the Leased Premises in compliance with, and shall not cause or permit the Leased Premises to be in violation of, any environmental laws or regulations

nor any laws or regulations pertaining to the disposal of solid, liquid, or gaseous wastes, both hazardous and non-hazardous.

C. Shall give prompt written notice to Lessor and the Secretary of State of:

(i) Any proceeding or inquiry by any governmental authority with respect to the presence of any solid wastes or hazardous substance on the Leased Premises or the migration thereof from or to other property;

(ii) All claims made or threatened by any governmental authority with respect to the presence of any solid wastes or hazardous substance on the Leased Premises or the migration thereof from or to other property.

(iii) Lessee's discovery of any occurrence or condition that would cause the Leased Premises to be subject to any restrictions on the ownership, occupancy, transferability or use of the Leased Premises under any environmental or solid waste disposal law, regulation, ordinance or ruling.

9. **Environmental Accidents.** Lessee shall immediately furnish written notice of all spills, leaks, accidents or similar matters on the premises to Lessor and the Secretary of State at the addresses provided in this instrument. Lessee shall also furnish Lessor and the Secretary of State a copy of all filings, including but not limited to, environmental issues, required bylaws, rules or regulations arising out of any spills, leaks, accidents, or other matters related to the use and occupation of the premises by Lessee. Nothing in this paragraph shall place any duty of cleanup or remediation of property upon Lessor, with those duties belonging exclusively to Lessee. Lessee shall be responsible for all mandated remediation and monitoring with this obligation to survive termination of this Lease Contract.

10. **Breach of Lease.** If Lessee breaches any of the provisions of this Lease and fails to cure the same after sixty (60) days written notice from the Lessor, 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, including but not limited to, fees charged by attorneys, expert witnesses, surveyors and appraisers..

11. **Notices.** All notices specified by this instrument shall be in writing and sent by registered or certified mail, postage prepaid, to the following address 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 who notice shall be sent.

To Lessor: 16th Section Land Manager
Madison County School District
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: (601)499-0800
Facsimile: (601)605-6407 _____

To Secretary of State: Mississippi Secretary of State's Office
ATTN: 16th Section Lands
P.O. Box 136
Jackson, MS 39205-0136
Telephone: (601)359-1350
Facsimile: (601)359-1461

hereinbefore described property or the receipt of a transfer in lieu thereof, the purchaser at such foreclosure or the recipient of a transfer in lieu thereof, will receive all the rights and privileges of a lessee and likewise assume all responsibilities of a lessee as if such purchaser or transferee had initially been a lessee under this Lease Contract.

14. **Waste.** The Lessee shall be responsible for any damage that may be caused to Lessor's property by the activities of the Lessee under this Lease, and shall exercise due diligence in the protection of all improvements, timber and other property of Lessor, which may be located on the Lease Premises or in the vicinity thereof, against fire or damage from any and all other causes. Lessee shall further comply with all applicable laws, rules and regulations concerning Lessee's use of the property and/or obligations under this Lease. This obligation shall include, but not be limited to, compliance with federal, state and local environmental endangered species, wetlands, and other laws, rules and regulations that may presently exist or hereafter be adopted. If the Lessee shall commit, cause to be committed, or permit the commission of any act of waste on the leased premises, then this lease shall thereupon cease and terminate and shall thenceforth be null and void, and the Lessee shall be and remain liable to Lessor for any and all waste and damages to the land permitted, done, or in any way caused by the Lessee. In the event of contamination of soils, air or water arising out of any Lessee use,

15. **Quiet Possession.** Lessee shall have quiet and peaceful possession of the Leased Premises as long as compliance is made with terms of this Lease.

16. **Bankruptcy or Judgments.** Lessee hereby covenants and agrees that if an execution or process is levied upon the Leased Premises or if a petition of bankruptcy be filed by or against Lessee in any court of competent jurisdiction, Lessor shall have the right, at its option, to cancel this Lease. Lessee further covenants and agrees that this Lease and the interest of Lessee hereunder shall not, without the written consent of Lessor first obtained, be subject to garnishment or sale under execution or otherwise in any suit or proceeding which may be brought against said Lessee.

17. **Condemnation.** If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unsuitable for Lessee's normal business activity, 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 the Lessee. It is provided, however, that nothing herein shall preclude Lessee from prosecuting any claim directly against the condemning authority for loss of business, cost of relocation 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.

18. **Classification/Use.** The lands herein have been classified as Other in accordance with Miss. Code Ann. §29-3-31 et seq., as amended. Lessor warrants that the Leased Premises shall be permitted to be used for underground utilities (water, sewer, and gas) for the duration of the term. This warranty does not apply to any change in use which may be required by governmental authority or other means beyond the control of Lessor.

Lessee may construct, maintain, operate and repair all appliances, appurtenances, fixtures and equipment deemed by Lessee to be necessary or desirable in connection only with the operation of said underground utilities on, over, across, along, under and through the subject property.

Lessee shall have the full and continuing right to clear and keep clear vegetation within or growing into said Easement and the further right to remove or modify, from time to time, trees, limbs, and/or vegetation outside the said Easement, which Lessee considers a hazard to any of its facilities, or a hazard to the rendering of adequate and dependable service, by use of a variety of methods used in the vegetation management industry. Lessee shall pay to Lessor the fair market value of any timber located outside the boundaries of the Easement described herein, which is removed by Lessee pursuant to this paragraph.

Lessee shall not use the Leased Premises for any of the following purposes: (i) activities that are considered hazardous, including, but not limited to, demolition or the storage or use of dangerous substances; (ii) Any activity considered to be a nuisance; (iii) Any activity that is unlawful or immoral; (iv) The operation of a business or proprietorship that offers adult entertainment including, but not limited to, nude or partially nude dancing or display or the sale or distribution of adult materials including, but not limited to, pornographic magazines, books, videocassettes, or computer disks; (v) Any activity which at the discretion of the Lessor and the Secretary of State is inappropriate upon Sixteenth Section Land.

It is understood and agreed that should Lessee, or its successors in interest, cease to use the property described herein to operate and maintain the underground utilities (water, sewer, or gas) lines or related appurtenances, Lessee shall, upon request of Lessor, re-convey all of the rights conveyed hereunder to Lessor and the Leased Premises shall automatically revert to the Lessor.

19. **Successors.** To the extent assignment of this Lease is allowed by the above provisions, this Lease shall be binding upon Lessee's successors and assigns.

20. **Improvements.** While this Lease continues in force and effect, Lessee shall have the unrestricted right to remove, change, alter, modify, add to or subtract from any of Lessee's fixtures on the land as the Lessee may in its sole discretion elect so to do, and the Lessor, while this Lease or any extension thereof continues in force and effect, shall have no possessory interest in any of Lessee's fixtures or improvements. If any of Lessee's improvements are removed, the Lessee shall be obligated to remove all foundations and paved areas, fill any excavations with a soil material suitable as a foundation support for further construction and generally restore the premises to a condition suitable for construction, use and occupancy by others.

It is expressly agreed by and between the parties that Lessee will not make any alteration upon the Leased Premises without the express written consent of Lessor and that Lessee will not occupy or use, nor permit to be occupied or used, the Leased Premises, for any use deemed extra-hazardous on account of fire or otherwise; nor will Lessee permit the same to be used for any immoral or unlawful purpose. Lessee also covenants and agrees to maintain the Leased Premises in a neat and orderly manner and to refrain from creating or maintaining any eyesores, unattractive nuisances, or other nuisance.

No structures or obstructions shall be placed within the Easement, including, but not limited to, house, barn, garage, shed, pond, pool or well, except fences, roadways and subsurface utilities. No buildings or other structures shall be constructed on the property adjoining the Easement in violation of the minimum clearances from the water distribution facilities, as provided in the national safety code.

21. **Diligence.** The Lessee shall be responsible for any damage that may be caused to Lessor's property by the activities of the Lessee under this Lease, and shall exercise due diligence in the protection of all improvements, timber and other property of Lessor, which may be located on the lease premises or in the vicinity thereof, against fire or damage from any and all other causes.

22. **General Duties of Lessee.** Lessee agrees:

A. To comply with all laws and ordinances applicable to the use of the Leased Premises including, without limitation, laws and regulations pertaining to accessibility by handicapped persons.

B. To allow inspection of the Leased Premises during normal business hours by an persons responsible for management or supervision of the property or this Lease acting in their official capacity.

C. To perform all obligations herein expressed in a prompt fashion, without notice or demand.

D. To surrender the Leased Premises upon termination or expiration of this Lease, with improvements to be in the condition as herein specified.

E. To provide Lessor, at each Anniversary Date, written certification by Lessee or an officer of Lessee, of compliance with the provisions of this Lease.

F. To maintain the Leased Premises at all times in a clean, neat and orderly manner, free of waste materials.

23. **Reservations and Non-Exclusivity.** Lessor reserves title to all oil, gas, coal, lignite and other minerals, in on, or under the Leased Premises, together with the right of ingress and egress to remove the same, but not in a manner which interferes with Lessee's operations on the Leased Premises.

Lessor reserves the right to lease the Lease Premises or property for any other purpose not inconsistent with this agreement pursuant to applicable laws, rules and regulations concerning sixteenth section lands in effect at the time, including but not limited to agricultural, forestry, hunting or otherwise make use of the subject property for purposes and in a manner which will not interfere with the enjoyment or use of the rights and estate granted herein, but Lessor shall not construct, nor permit to be constructed, any houses, buildings, dams, levees, lakes, ponds, structures, or any similar or dissimilar obstructions on or over said leasehold, or any part thereof, as surveyed or finally determined hereunder that would be a violation of the minimum clearances for the utility facilities as provided in the national safety code. Any use of the property for forestry purposes shall not authorize Lessor to plant or otherwise grow or

manage trees or timber upon the leasehold and shall be subject to Lessee's right to clear the leasehold without the payment of additional consideration. Nothing in this paragraph shall be construed to prohibit Lessor from constructing a road or laying other utilities over and across the leasehold. Lessor shall, however, provide Lessee at least ninety (90) days written notice prior to the construction of any roads to allow Lessee to take such measures as deemed reasonable and necessary to protect the sewer line.

This grant is not exclusive. The Lessor may lease the Lease Premises for easements and rights of way to other utilities.

24. **Rights-of-Way.** Lessor reserves the right to grant or sell easements and rights of way on, over and across the Lease Premises for roads, highways, railroads, fiber optic cables or any other 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. This, however, is not to prevent Lessee from collecting from any utility company for any damage which may be sustained by Lessee in the construction, operation or maintenance of utilities on such right of way or easement.

25. **Recording.** Lessor will deliver this Lease to the Chancery Clerk of Madison County for recording and Lessee has herewith delivered to Lessor a check payable to such Chancery Clerk for the recording fees.

26. **Immunity.** No provision of this Lease, whether requiring Lessee to indemnify Lessor or otherwise, shall be construed as a waiver by Lessor or the Secretary of State of any provision of law related to governmental immunity.

27. **Interpretation.** The parties to this Lease acknowledge that they have freely entered into this Lease Contract and any ambiguities shall not be construed against a single party.

28. **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.

29. **Governing Law.** This Lease 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 and any amendments hereto shall rest exclusively in the Chancery Court of Madison County, Mississippi.

30. **Secretary of State.** By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease by the Secretary of state indicates that the Madison County Board of Education has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

31. **Supervisory Right.** The Secretary of State, as supervisory trustee, shall have the right to institute any action to enforce the terms of this Lease Contract in the event Lessor fails to do so in a timely manner. In the event the Secretary of State institutes legal action to enforce the terms of this Lease Contract, he shall have all rights as are conferred to Lessor.

32. **Entire Agreement.** This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Contract shall not be binding upon either party except to the extent incorporated herein.

33. **Zoning Ordinances and Restrictions.** This Lease is subject to the County of Madison, Mississippi zoning and subdivision ordinances, which conditions shall be in full force and effect as to the property leased herein.

34. **Timber.** The parties recognize that the subject property must be cleared of all timber for Lessee to use the subject property for its purposes. After said initial cutting, Lessee shall have continuing right, exercisable at any time, and from time to time, to cut and keep the subject property clear of all trees, undergrowth, and any other natural or manmade objection that may injure or endanger any of the above-described facilities or interfere with Lessee's access to, monitoring of, or maintenance, repair, relocation for maintenance purposes, construction, and/or operation of the same, all without further compensation other than the annual rental payments specified herein.

35. **Surface Damages.** Lessee shall pay for all damages to Lessor's roads, fences, crops, timber, soils, ground eater, surface water and property or natural resources that may be suffered by Lessor by reason of the exercise of Lessee of any of the rights and privileges hereby granted, but shall not be liable for keeping the subject property clear of trees, undergrowth, and other natural or man-made obstructions in the course of the maintenance and operation of its systems and appurtenances. Lessee shall not pollute or otherwise contaminate the land, air, water and resources of Lessor and adjacent owners shall immediately remedy any pollution or contamination, should it occur.

36. **Access.** This lease shall include, without limitation, the right of convenient ingress and egress by Lessee over and across the adjoining land of Lessor by the use of existing public roads, whether presently existing or hereafter publicly constructed and maintained, and the use thereof, reasonably necessary in connection with the construction, maintenance, operation, removal, repair, renewal, replacement, or removal of the above-described facilities on said tract. Any damage to the roadways shall be repaired by Lessee within fifteen (15) days of prior receipt of notice by Lessor. Such access shall be limited to public roadways in existence at the time access is needed. Lessor reserves the right to close or relocate roadways without notice to the Lessee. Lessee shall have the right of ingress and egress to and from said Easement across the adjoining land of the Lessor, subject to any rights of surface lease holders thereon, and the right to attach lines of any other party to the Lessee's facilities.

IN WITNESS WHEREOF, this Lease is executed by Lessor pursuant to the Order duly entered upon its Minutes.

LESSOR:

Madison County, Mississippi Board of Education
Trustees of the Madison County School District 16th
Section School Lands Trust

By: *William R. Grissett, Jr.*
William R. Grissett, Jr., President

ATTEST:

Ronnie L. McGehee
Ronnie L. McGehee
Superintendent of Education
Madison County School District

LESSOR:

Canton Municipal Utilities

By: *Stephen Thompson*
Stephen Thompson (Print Name)
General Manager (Title)

APPROVED:

C. Delbert Hosemann, Jr.,
Secretary of State
State of Mississippi

Reviewed and approved by the Madison County Board of Supervisors, this the ____ day
of _____, 2017.

David Bishop, President
Sheila Jones



ATTEST:

Ronny Lott, Clerk

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 21st day of MARCH, 2018, within my jurisdiction, the within named STEPHEN THOMPSON, who acknowledged to me that he/she is General Manager of Canton Municipal Utilities, and that for and on behalf of the said Canton Municipal Utilities, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized so to do.

[Signature]
NOTARY PUBLIC



My Commission Expires:

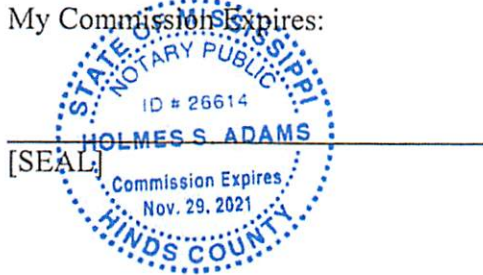
2-22-2020
[SEAL]

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 12th day of December, 2017, within my jurisdiction, the within named **William R. Grissett, Jr. and Ronnie L. McGehee**, who acknowledged to me that they are President and Superintendent, respectively, of the **Madison County School District Board of Education**, and that for and on behalf of the said Madison County Board of Education, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

[Signature]
NOTARY PUBLIC

My Commission Expires:



[SEAL]

STATE OF MISSISSIPPI
COUNTY OF MADISON

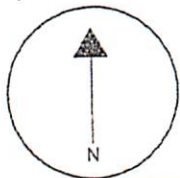


PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this _____ day of _____, 2018, within my jurisdiction, the within named **Sheila Jones**, who acknowledged to me that she is **President** of the **Board of Supervisors of Madison County, Mississippi**, and that for and on behalf of the said Madison County Board of Supervisors, and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized to so do.

NOTARY PUBLIC

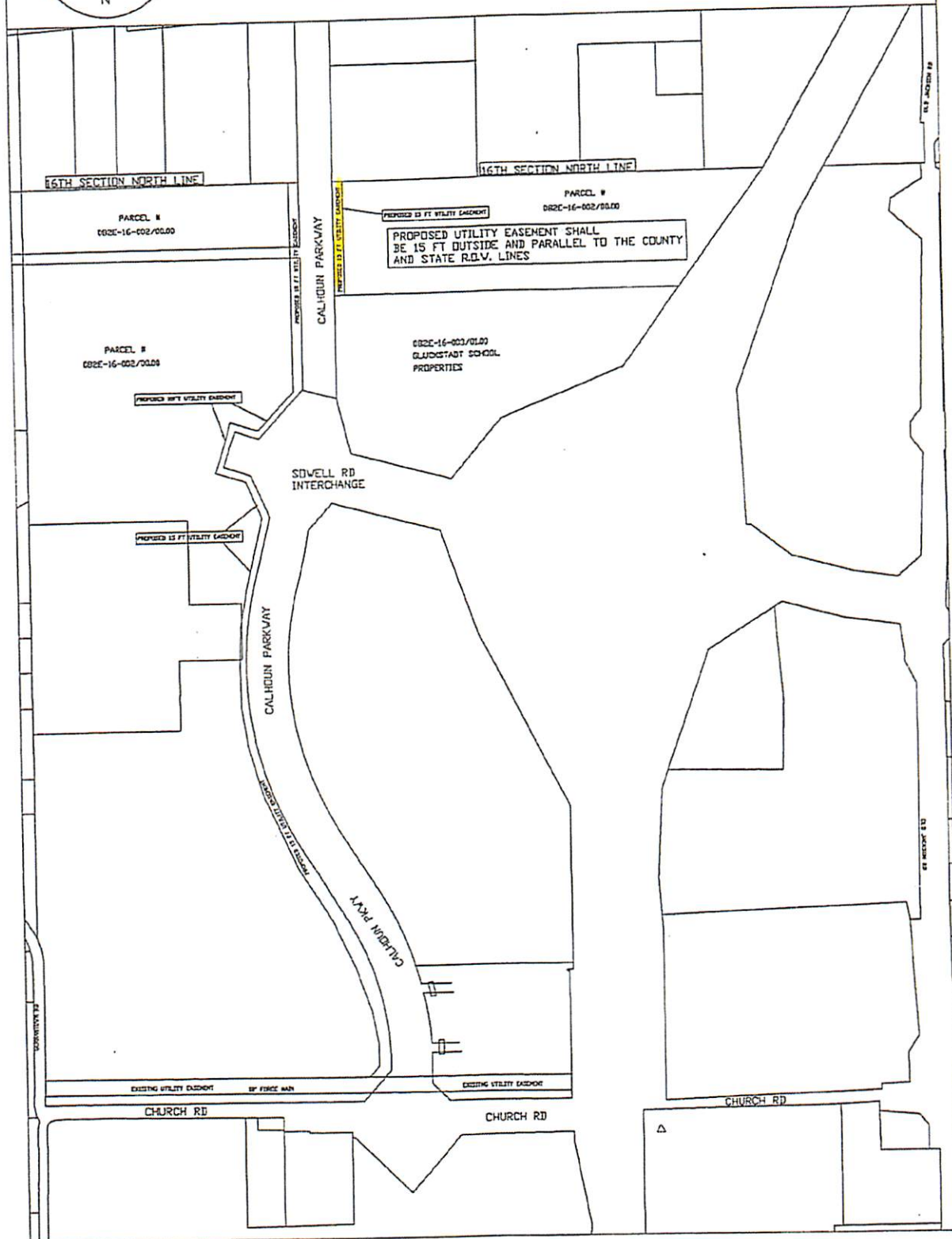
My Commission Expires:

[SEAL]



CMU
CALHOUN PARKWAY
PROPOSED 15 FT UTILITY EASEMENT REQUEST
FOR 16TH SECTION LAND OF MADISON COUNTY SCHOOL SYSTEM
SOWELL RD. INTERCHANGE

EXHIBIT
A





AERIAL PHOTOGRAPH SHOWING PATH OF EAST SIDE EASEMENTS

Engineer's Measurements for Easements

Brent Johnston

From: Don Holtsinger [d.holtsinger@cmu.com]
Sent: Wednesday, August 02, 2017 10:16 AM
To: brentjohnston@comcast.net
Subject: CMU EASEMENT REQUEST FROM THE MADISON COUNTY SCHOOL BOARD

Brent,

The measurements for the easements are the following: MADISON COUNTY SCHOOL PARCEL NUMBER 082E-16-002/00.00

Westside of the Calhoun Parkway:

Permanent Easement 5768.39 FT. long and 15 FT. wide =86,525.85 SQFT. = 1.99 Acres
Temporary Easement is the same. 1.99 Acres

Eastside of the Calhoun Parkway:

Permanent Easement 647.59 FT long and 15 FT wide =9713.85 SQFT = .22 Acres
Temporary Easement is the same. .22 Acres

GLUCKSTADT SCHOOL PROPERTIES LLC PARCEL NUMBER

082E-16-003/01.00

East side of Calhoun Parkway- south of Parcel 082E-16-002/00.00

Permanent Easement 580.71 FT long and 15 FT wide = 8710.50 SQFT = .20 Acres
Temporary Easement the same. .20 Acres

Let me know if you need any further information.

Thanks,
Don Holtsinger

Don Holtsinger – Engineering Coordinator



d.holtsinger@cmu.com
225 North Hargon Street
Canton, Mississippi 39046
601-855-5958 Office
601-941-7336 Cell

8/2/2017

INDEXING: 1.99 ± acres, more or less in Section 16, Township 8 North, Range 2 East, Madison County, Mississippi

LESSOR:

**Madison County, Mississippi Board
of Education Trustees of The Madison
County School District 16th Section
School Lands Trust
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: (601) 499-0800**

LESSEE:

**Canton Municipal Utilities
225 N. Hargon Street
Canton, MS 39046
Telephone: (601) 855-5958**

PREPARED BY:

**Madison County School District
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: (601)499-0800**

**16TH SECTION PUBLIC SCHOOL TRUST LANDS
OTHER CLASSIFICATION PROPERTY LEASE
FOR UTILITIES EASEMENT**

**STATE OF MISSISSIPPI
COUNTY OF MADISON**

THIS OTHER CLASSIFICATION PROPERTY LEASE (hereinafter the "Lease"), is made and entered into this the 4th day of December, 2017, by and between the BOARD OF EDUCATION OF THE MADISON COUNTY SCHOOL DISTRICT AS TRUSTEES OF THE MADISON COUNTY SCHOOL DISTRICT 16TH SECTION SCHOOL LANDS TRUST (hereinafter "Lessor"), and CANTON MUNICIPAL UTILITIES (hereinafter "Lessee").

WITNESSETH:

That for the term and in consideration of the annual rentals hereinafter set forth, and the covenants, conditions, and obligations to be observed and performed by the Lessee, and by the authority and under the direction of the Board of Education of the Madison County School District, Mississippi, Lessor does hereby lease, let and rent unto Lessee the following described land (hereinafter "Leased Premises"):

A 15-foot wide and 5,768.39 fee long permanent, non-exclusive easement located on the west side of the Calhoun Parkway and parallel to the Calhoun Parkway in Section 16, Township 8 North, Range 2 East, Madison County, Mississippi. A plat of the easement and an engineer's letter are attached a Exhibit "A."

The 15 foot wide easement consists of 1.99± acres, more or less.

1. **Term.** Subject to other provisions herein contained, the term of this Lease shall be for ten (10) years, beginning on the 4th day of December, 2017, and terminating on the 3rd day of December, 2027, (the "primary term"). For purposes of this Lease, the Anniversary Date shall be on the anniversary of the beginning of the primary term. It is expressly agreed and understood by all the parties hereto that part of the consideration given for the execution and delivery of this instrument is the option hereby granted to Lessee to renew this lease for an additional or "secondary term" of twenty-five (25) years as provided in Miss. Code Ann. §29-3-69, beginning on the 4th day of December, 2027, and terminating on the 3rd day of December, 2052, at an annual rental based upon the fair market value of the land, excluding buildings and improvements not then owned by Lessor, as determined by a qualified appraiser selected by the Lessor who performs his appraisal not more than twelve months prior to the expiration of the primary term. To exercise the right to renew this lease for an additional twenty-five (25) years, Lessee must file with Lessor written notice of Lessee's intent to renew said lease. The notice to renew must be filed on or before the expiration of the primary term. In the event of the failure of the Lessee to exercise his right to re-lease the Property at such time, any holder of a valid first deed of trust upon the leased premises shall have a prior right to re-lease the premises at an annual rental based on appraised value, said lease to be substantially in the same form as this lease.

At the expiration of the primary term, for continued easement rights, Lessee shall execute a new lease and pay adequate compensation to the Lessor, as determined by Lessor under applicable law in effect at that time.

2. **Annual Rent.** Lessee covenants and agrees to pay or cause to be paid to Lessor rental of \$1,313.00 per year. The obligation of Lessee to pay rent under this Lease Contract 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 is not refundable, and Lessee waives any right or claim it may have to refund of rent paid.

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; Lessee covenants and agrees to pay any and all survey costs and

recording fees in connection with this Lease or any other fees so determined by law. All payments for general and special taxes and assessments 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, including drainage taxes, 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. Lessee's failure to pay said taxes, as and when due, shall constitute a breach of this Lease Contract and shall entitle Lessor to terminate this lease.

4. **Default.** The parties herein expressly agree that if default shall be made in the payment of any general or special tax or assessment or rent due, made pursuant to this Lease Contract, then and in any event of default, it shall be lawful for Lessor to enter upon the Leased Premises, or any part thereof, after Lessor has provided sixty (60) days prior written notice to Lessee and upon Lessee's failure to cure such default within said sixty (60) days, either with or without the process of law, to reenter and repossess the same, and to distrain from any rent or assessment that may be due thereon, at the election of Lessor, but nothing herein is to be construed to mean that Lessor is not permitted to hold Lessee liable for any unpaid rent or assessment to that time. As to all other conditions, covenants, and obligations imposed on Lessee herein, enforcement shall be by proceeding at law or in equity against any person violating or attempting to violate said conditions, covenants, and obligations to restrain violation and recover damages, if any, including reasonable expenses of litigation including, but not limited to, fees charged by attorneys, expert witnesses, surveyors and appraisers, which Lessee expressly agrees to pay. Such enforcement by proceedings at law or in equity may be instituted at any time after sixty (60) days written notice. Enforcement proceedings shall include the right of the Tax Collector to recover any tax, assessment, fees and costs. Invalidation of any provision(s) of this Lease by judgment or court order shall in no way affect any of the remaining provisions which shall remain in full force and effect.

5. **Remedies.** In the event of any forfeiture, default, or cancellation of this Lease or termination of the term therefore aforesaid, Lessee shall quit, deliver up and surrender possession of the Leased Premises, and all Lessor-owned structures and improvements thereon to the said Lessor, and thereupon this Lease and all agreements and covenants on Lessor's behalf to be performed and kept, shall cease, terminate, and be utterly void, the same as if the Lease had not been made. At Lessor's option, Lessee shall be required to remove all Lessee-owned improvements. In addition thereto, Lessor shall be entitled to whatever remedies it may have at law or equity for the collection of any unpaid rental hereunder, or for any other sums, for damages or otherwise, that it may have sustained on account of Lessee's non-fulfillment or non-performance of the terms and conditions of this Lease, including costs for removing Lessee-owned improvements.

Immediately upon the termination of this Lease, whether for forfeiture, default or cancellation, Lessor shall be entitled to take possession of the Leased Premises and all Lessor-owned improvements thereon absolutely, notwithstanding custom, usage, or law to the contrary. Any removal of property from the Leased Premises shall be accomplished so as to leave the

Leased Premises in a condition satisfactory to Lessor. Lessee shall remove all of Lessee's property within one hundred and eighty (180) days of the said event. Lessee shall be subject to the accrual of rent during said one hundred and eighty (180) days.

6. **Curing Default.** Notwithstanding any provision of this Lease to the contrary, any present or future holder of a mortgage or a deed of trust representing money loaned on these facilities, shall have the right of a thirty (30) day notice of default within which to cure any default which may be cured by the payment of money. In addition, for any other default for which a forfeiture of said Lease may be invoked, such holder of such mortgage or deed of trust shall be entitled to a notice in writing of the claimed default and shall have a reasonable time, which shall not be less than sixty (60) days, either to require the correction of such default or in lieu thereof, to protect itself through the exercise of a power of sale and thereby acquire a leasehold in the Leased Premises and correct such default. Lessee hereby covenants and agrees to notify Lessor of the existence of all such mortgages, deeds of trust, or other secured encumbrances, and that, in the absence of such notice, Lessor has no obligation whatever to notify any such holder of said encumbrance.

Any recorded mortgage or deed of trust may provide that any default by the Lessee/Mortgagor concerning this Lease shall likewise be a default of such mortgage or deed of trust, but failure to indicate such provisions in any mortgage or deed of trust shall not affect the validity or propriety thereof nor diminish the protection extended to the holder of such mortgage or deed of trust or the indebtedness secured thereby.

7. **Assignment.** Provided Lessee is not in breach of this Lease, Lessee may, upon payment of a \$200.00 transfer fee to Lessor, shall have the full right and authority to lease, sell, assign, transfer and/or convey to others this lease in whole and to encumber the same. However, any lease, sale, assignment, transfer or conveyance shall be subject to the prior written consent of Lessor which shall not be unreasonably withheld, and to the required consent and additional requirements, if any, of the Secretary of the State of Mississippi or other applicable government officials. The Lessor agrees to execute such documents as reasonably may be requested by any lender or other assignee to evidence and acknowledge the effectiveness of any such assignment.

8. **Regulatory Compliance.** Lessee shall comply with all applicable laws, rules, and regulations concerning Lessee's use of the property and/or obligations under this Lease. This obligation shall include, but not be limited to, compliance with federal, state and local environmental regulations concerning the air, water and soil, endangered species, wetlands, and other laws, rules and regulations that may presently exist or hereafter be adopted. In the event of contamination of the air, water or soils arising out of any Lessee use, Lessee shall be responsible for all mandated remediation and monitoring with this obligation to survive termination of this Lease. Notwithstanding the requirements of this paragraph, Lessee:

A. Will not sue, generate, manufacture, produce, store, release, discharge, or dispose of, on, under or about the Leased Premises or transport to or from the Leased Premises any hazardous substance or pollutant (as either may be defined by an present or future laws or regulations of any governmental authority or by an administrative or judicial decisions) or any solid wastes and will not allow any other person to do so.

B. Shall keep and maintain the Leased Premises in compliance with, and shall not cause or permit the Leased Premises to be in violation of, any environmental laws or regulations

hereinbefore described property or the receipt of a transfer in lieu thereof, the purchaser at such foreclosure or the recipient of a transfer in lieu thereof, will receive all the rights and privileges of a lessee and likewise assume all responsibilities of a lessee as if such purchaser or transferee had initially been a lessee under this Lease Contract.

14. **Waste.** The Lessee shall be responsible for any damage that may be caused to Lessor's property by the activities of the Lessee under this Lease, and shall exercise due diligence in the protection of all improvements, timber and other property of Lessor, which may be located on the Lease Premises or in the vicinity thereof, against fire or damage from any and all other causes. Lessee shall further comply with all applicable laws, rules and regulations concerning Lessee's use of the property and/or obligations under this Lease. This obligation shall include, but not be limited to, compliance with federal, state and local environmental endangered species, wetlands, and other laws, rules and regulations that may presently exist or hereafter be adopted. If the Lessee shall commit, cause to be committed, or permit the commission of any act of waste on the leased premises, then this lease shall thereupon cease and terminate and shall thenceforth be null and void, and the Lessee shall be and remain liable to Lessor for any and all waste and damages to the land permitted, done, or in any way caused by the Lessee. In the event of contamination of soils, air or water arising out of any Lessee use,

15. **Quiet Possession.** Lessee shall have quiet and peaceful possession of the Leased Premises as long as compliance is made with terms of this Lease.

16. **Bankruptcy or Judgments.** Lessee hereby covenants and agrees that if an execution or process is levied upon the Leased Premises or if a petition of bankruptcy be filed by or against Lessee in any court of competent jurisdiction, Lessor shall have the right, at its option, to cancel this Lease. Lessee further covenants and agrees that this Lease and the interest of Lessee hereunder shall not, without the written consent of Lessor first obtained, be subject to garnishment or sale under execution or otherwise in any suit or proceeding which may be brought against said Lessee.

17. **Condemnation.** If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unsuitable for Lessee's normal business activity, 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 the Lessee. It is provided, however, that nothing herein shall preclude Lessee from prosecuting any claim directly against the condemning authority for loss of business, cost of relocation 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.

18. **Classification/Use.** The lands herein have been classified as Other in accordance with Miss. Code Ann. §29-3-31 et seq., as amended. Lessor warrants that the Leased Premises shall be permitted to be used for underground utilities (water, sewer, and gas) for the duration of the term. This warranty does not apply to any change in use which may be required by governmental authority or other means beyond the control of Lessor.

Lessee may construct, maintain, operate and repair all appliances, appurtenances, fixtures and equipment deemed by Lessee to be necessary or desirable in connection only with the operation of said underground utilities on, over, across, along, under and through the subject property.

Lessee shall have the full and continuing right to clear and keep clear vegetation within or growing into said Easement and the further right to remove or modify, from time to time, trees, limbs, and/or vegetation outside the said Easement, which Lessee considers a hazard to any of its facilities, or a hazard to the rendering of adequate and dependable service, by use of a variety of methods used in the vegetation management industry. Lessee shall pay to Lessor the fair market value of any timber located outside the boundaries of the Easement described herein, which is removed by Lessee pursuant to this paragraph.

Lessee shall not use the Leased Premises for any of the following purposes: (i) activities that are considered hazardous, including, but not limited to, demolition or the storage or use of dangerous substances; (ii) Any activity considered to be a nuisance; (iii) Any activity that is unlawful or immoral; (iv) The operation of a business or proprietorship that offers adult entertainment including, but not limited to, nude or partially nude dancing or display or the sale or distribution of adult materials including, but not limited to, pornographic magazines, books, videocassettes, or computer disks; (v) Any activity which at the discretion of the Lessor and the Secretary of State is inappropriate upon Sixteenth Section Land.

It is understood and agreed that should Lessee, or its successors in interest, cease to use the property described herein to operate and maintain the underground utilities (water, sewer, or gas) lines or related appurtenances, Lessee shall, upon request of Lessor, re-convey all of the rights conveyed hereunder to Lessor and the Leased Premises shall automatically revert to the Lessor.

19. **Successors.** To the extent assignment of this Lease is allowed by the above provisions, this Lease shall be binding upon Lessee's successors and assigns.

20. **Improvements.** While this Lease continues in force and effect, Lessee shall have the unrestricted right to remove, change, alter, modify, add to or subtract from any of Lessee's fixtures on the land as the Lessee may in its sole discretion elect so to do, and the Lessor, while this Lease or any extension thereof continues in force and effect, shall have no possessory interest in any of Lessee's fixtures or improvements. If any of Lessee's improvements are removed, the Lessee shall be obligated to remove all foundations and paved areas, fill any excavations with a soil material suitable as a foundation support for further construction and generally restore the premises to a condition suitable for construction, use and occupancy by others.

It is expressly agreed by and between the parties that Lessee will not make any alteration upon the Leased Premises without the express written consent of Lessor and that Lessee will not occupy or use, nor permit to be occupied or used, the Leased Premises, for any use deemed extra-hazardous on account of fire or otherwise; nor will Lessee permit the same to be used for any immoral or unlawful purpose. Lessee also covenants and agrees to maintain the Leased Premises in a neat and orderly manner and to refrain from creating or maintaining any eyesores, unattractive nuisances, or other nuisance.

No structures or obstructions shall be placed within the Easement, including, but not limited to, house, barn, garage, shed, pond, pool or well, except fences, roadways and subsurface utilities. No buildings or other structures shall be constructed on the property adjoining the Easement in violation of the minimum clearances from the water distribution facilities, as provided in the national safety code.

21. **Diligence.** The Lessee shall be responsible for any damage that may be caused to Lessor's property by the activities of the Lessee under this Lease, and shall exercise due diligence in the protection of all improvements, timber and other property of Lessor, which may be located on the lease premises or in the vicinity thereof, against fire or damage from any and all other causes.

22. **General Duties of Lessee.** Lessee agrees:

A. To comply with all laws and ordinances applicable to the use of the Leased Premises including, without limitation, laws and regulations pertaining to accessibility by handicapped persons.

B. To allow inspection of the Leased Premises during normal business hours by an persons responsible for management or supervision of the property or this Lease acting in their official capacity.

C. To perform all obligations herein expressed in a prompt fashion, without notice or demand.

D. To surrender the Leased Premises upon termination or expiration of this Lease, with improvements to be in the condition as herein specified.

E. To provide Lessor, at each Anniversary Date, written certification by Lessee or an officer of Lessee, of compliance with the provisions of this Lease.

F. To maintain the Leased Premises at all times in a clean, neat and orderly manner, free of waste materials.

23. **Reservations and Non-Exclusivity.** Lessor reserves title to all oil, gas, coal, lignite and other minerals, in on, or under the Leased Premises, together with the right of ingress and egress to remove the same, but not in a manner which interferes with Lessee's operations on the Leased Premises.

Lessor reserves the right to lease the Lease Premises or property for any other purpose not inconsistent with this agreement pursuant to applicable laws, rules and regulations concerning sixteenth section lands in effect at the time, including but not limited to agricultural, forestry, hunting or otherwise make use of the subject property for purposes and in a manner which will not interfere with the enjoyment or use of the rights and estate granted herein, but Lessor shall not construct, nor permit to be constructed, any houses, buildings, dams, levees, lakes, ponds, structures, or any similar or dissimilar obstructions on or over said leasehold, or any part thereof, as surveyed or finally determined hereunder that would be a violation of the minimum clearances for the utility facilities as provided in the national safety code. Any use of the property for forestry purposes shall not authorize Lessor to plant or otherwise grow or

manage trees or timber upon the leasehold and shall be subject to Lessee's right to clear the leasehold without the payment of additional consideration. Nothing in this paragraph shall be construed to prohibit Lessor from constructing a road or laying other utilities over and across the leasehold. Lessor shall, however, provide Lessee at least ninety (90) days written notice prior to the construction of any roads to allow Lessee to take such measures as deemed reasonable and necessary to protect the sewer line.

This grant is not exclusive. Lessor may lease the Lease Premises for easements and rights of way for other utilities.

24. **Rights-of-Way.** Lessor reserves the right to grant or sell easements and rights of way on, over and across the Lease Premises for roads, highways, railroads, fiber optic cables or any other 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. This, however, is not to prevent Lessee from collecting from any utility company for any damage which may be sustained by Lessee in the construction, operation or maintenance of utilities on such right of way or easement.

25. **Recording.** Lessor will deliver this Lease to the Chancery Clerk of Madison County for recording and Lessee has herewith delivered to Lessor a check payable to such Chancery Clerk for the recording fees.

26. **Immunity.** No provision of this Lease, whether requiring Lessee to indemnify Lessor or otherwise, shall be construed as a waiver by Lessor or the Secretary of State of any provision of law related to governmental immunity.

27. **Interpretation.** The parties to this Lease acknowledge that they have freely entered into this Lease Contract and any ambiguities shall not be construed against a single party.

28. **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.

29. **Governing Law.** This Lease 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 and any amendments hereto shall rest exclusively in the Chancery Court of Madison County, Mississippi.

30. **Secretary of State.** By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease by the Secretary of state indicates that the Madison County Board of Education has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

31. **Supervisory Right.** The Secretary of State, as supervisory trustee, shall have the right to institute any action to enforce the terms of this Lease Contract in the event Lessor fails to do so in a timely manner. In the event the Secretary of State institutes legal action to enforce the terms of this Lease Contract, he shall have all rights as are conferred to Lessor.

32. **Entire Agreement.** This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Contract shall not be binding upon either party except to the extent incorporated herein.

33. **Zoning Ordinances and Restrictions.** This Lease is subject to the County of Madison, Mississippi zoning and subdivision ordinances, which conditions shall be in full force and effect as to the property leased herein.

34. **Timber.** The parties recognize that the subject property must be cleared of all timber for Lessee to use the subject property for its purposes. After said initial cutting, Lessee shall have continuing right, exercisable at any time, and from time to time, to cut and keep the subject property clear of all trees, undergrowth, and any other natural or manmade objection that may injure or endanger any of the above-described facilities or interfere with Lessee's access to, monitoring of, or maintenance, repair, relocation for maintenance purposes, construction, and/or operation of the same, all without further compensation other than the annual rental payments specified herein.

35. **Surface Damages.** Lessee shall pay for all damages to Lessor's roads, fences, crops, timber, soils, ground eater, surface water and property or natural resources that may be suffered by Lessor by reason of the exercise of Lessee of any of the rights and privileges hereby granted, but shall not be liable for keeping the subject property clear of trees, undergrowth, and other natural or man-made obstructions in the course of the maintenance and operation of its systems and appurtenances. Lessee shall not pollute or otherwise contaminate the land, air, water and resources of Lessor and adjacent owners shall immediately remedy any pollution or contamination, should it occur.

36. **Access.** This lease shall include, without limitation, the right of convenient ingress and egress by Lessee over and across the adjoining land of Lessor by the use of existing public roads, whether presently existing or hereafter publicly constructed and maintained, and the use thereof, reasonably necessary in connection with the construction, maintenance, operation, removal, repair, renewal, replacement, or removal of the above-described facilities on said tract. Any damage to the roadways shall be repaired by Lessee within fifteen (15) days of prior receipt of notice by Lessor. Such access shall be limited to public roadways in existence at the time access is needed. Lessor reserves the right to close or relocate roadways without notice to the Lessee. Lessee shall have the right of ingress and egress to and from said Easement across the adjoining land of the Lessor, subject to any rights of surface lease holders thereon, and the right to attach lines of any other party to the Lessee's facilities.

IN WITNESS WHEREOF, this Lease is executed by Lessor pursuant to the Order duly entered upon its Minutes.

LESSOR:

Madison County, Mississippi Board of Education
Trustees of the Madison County School District 16th
Section School Lands Trust

By: *William R. Grissett, Jr.*
William R. Grissett, Jr. President

ATTEST:

Ronnie L. McGehee
Ronnie L. McGehee
Superintendent of Education
Madison County School District

LESSOR:

Canton Municipal Utilities

By: *Stephen Thompson*
Stephen Thompson (Print Name)
General Manager (Title)

APPROVED:

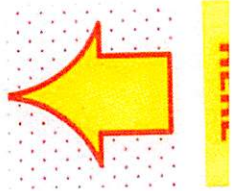
C. Delbert Hosemann, Jr.,
Secretary of State

Reviewed and approved by the Madison County Board of Supervisors, this the ____ day
of _____, 2017.

~~David Bishop, President~~
Sheila Jones

ATTEST:

Ronny Lott, Clerk



STATE OF MISSISSIPPI
COUNTY OF Madison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 21st day of MARCH, 2018, within my jurisdiction, the within named STEPHEN THOMPSON, who acknowledged to me that he/she is GENERAL MANAGER of Canton Municipal Utilities, and that for and on behalf of the said Canton Municipal Utilities, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized so to do.

[Signature]
NOTARY PUBLIC

My Commission Expires:

2-22-2020
[SEAL]



STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 4th day of December, 2017, within my jurisdiction, the within named **William R. Grissett, Jr. and Ronnie L. McGehee**, who acknowledged to me that they are President and Superintendent, respectively, of the **Board of Education of the Madison County School District**, and that for and on behalf of the said Madison County Board of Education, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

[Signature]
NOTARY PUBLIC

My Commission Expires:

[Signature]
[SEAL]



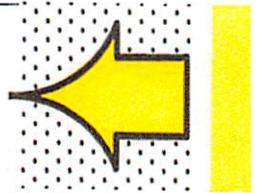
STATE OF MISSISSIPPI
COUNTY OF MADISON

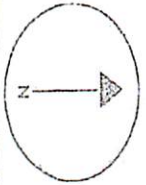
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this _____ day of _____, 2018, within my jurisdiction, the within named **Sheila Jones**, who acknowledged to me that she is President of the **Board of Supervisors of Madison County, Mississippi**, and that for and on behalf of the said Madison County Board of Supervisors, and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized to so do.

NOTARY PUBLIC

My Commission Expires:

[SEAL]





CMU
CALHOUN PARKWAY
PROPOSED 15 FT UTILITY EASEMENT REQUEST
FOR 16TH SECTION LAND OF MADISON COUNTY SCHOOL SYSTEM
SOWELL RD. INTERCHANGE

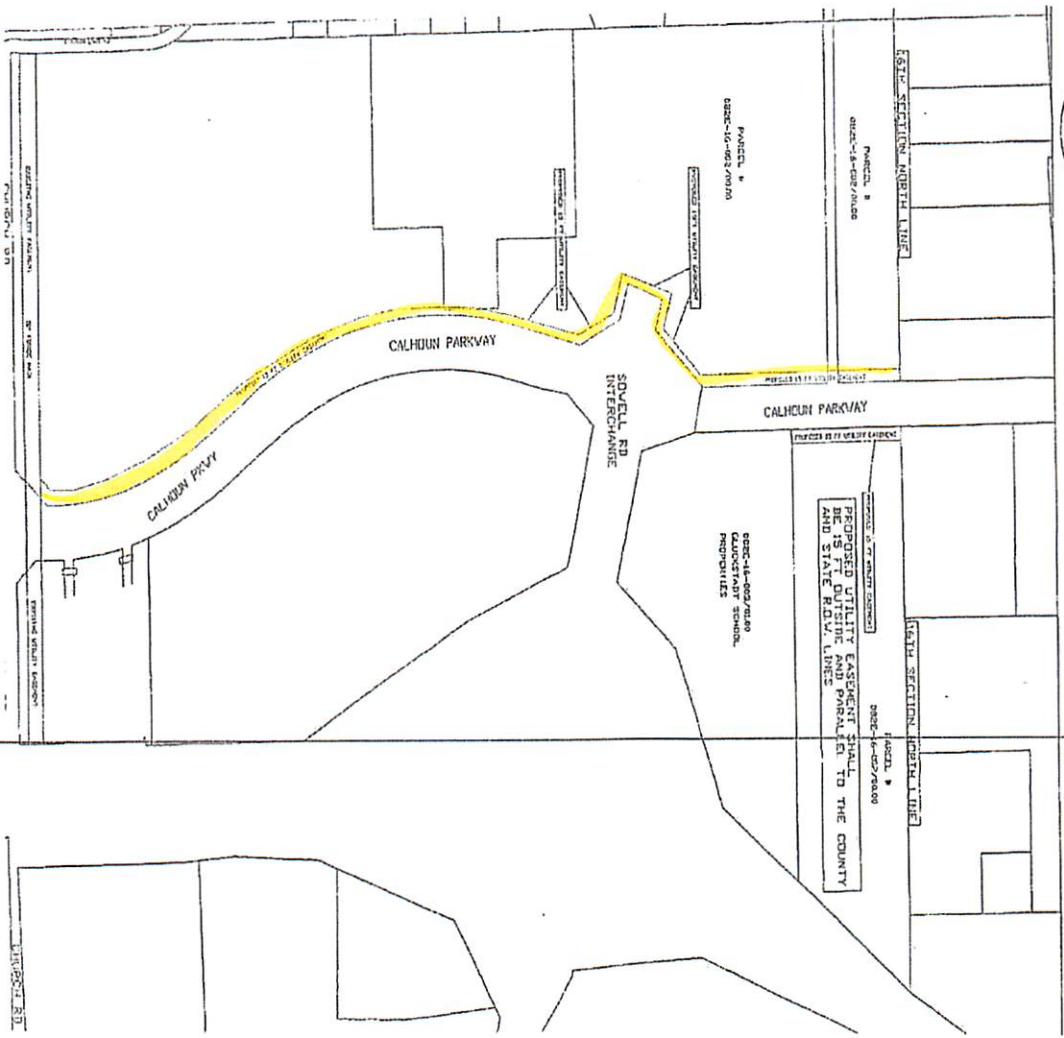


Exhibit 'A'

AERIAL PHOTOGRAPH SHOWING PATH OF WEST SIDE EASEMENT



Engineer's Measurements for Easements

Brent Johnston

From: Don Holtsinger [d.holtsinger@cmu.com]
Sent: Wednesday, August 02, 2017 10:16 AM
To: brentjohnston@comcast.net
Subject: CMU EASEMENT REQUEST FROM THE MADISON COUNTY SCHOOL BOARD

Brent,

The measurements for the easements are the following: MADISON COUNTY SCHOOL . PARCEL NUMBER 082E-16-002/00.00

Westside of the Calhoun Parkway:

Permanent Easement 5768.39 FT. long and 15 FT. wide =86,525.85 SQFT. = 1.99 Acres

Temporary Easement is the same. 1.99 Acres

Eastside of the Calhoun Parkway:

Permanent Easement 647.59 FT long and 15 FT wide =9713.85 SQFT = .22 Acres

Temporary Easement is the same. .22 Acres

GLUCKSTADT SCHOOL PROPERTIES LLC PARCEL NUMBER

082E-16-003/01.00

East side of Calhoun Parkway- south of Parcel 082E-16-002/00.00

Permanent Easement 580.71 FT long and 15 FT wide = 8710.50 SQFT - .20 Acres

Temporary Easement the same. .20 Acres

Let me know if you need any further information.

Thanks,

Don Holtsinger

Don Holtsinger – Engineering Coordinator



d.holtsinger@cmu.com

225 North Hargon Street
Canton, Mississippi 39046
601-855-5958 Office
601-941-7336 Cell

8/2/2017

INDEXING: 1.99 ± acres, more or less in Section 16, Township 8 North, Range 2 East, Madison County, Mississippi

LESSOR:

**Madison County, Mississippi Board
of Education Trustees of The Madison
County School District 16th Section
School Lands Trust
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: (601) 499-0800**

LESSEE:

**Canton Municipal Utilities
225 N. Hargon Street
Canton, MS 39046
Telephone: (601) 855-5958**

PREPARED BY:

**Madison County School District
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: (601)499-0800**

**16TH SECTION PUBLIC SCHOOL TRUST LANDS
OTHER CLASSIFICATION PROPERTY LEASE
FOR UTILITIES EASEMENT**

**STATE OF MISSISSIPPI
COUNTY OF MADISON**

THIS OTHER CLASSIFICATION PROPERTY LEASE (hereinafter the "Lease"), is made and entered into this the 4th day of December, 2017, by and between the BOARD OF EDUCATION OF THE MADISON COUNTY SCHOOL DISTRICT AS TRUSTEES OF THE MADISON COUNTY SCHOOL DISTRICT 16TH SECTION SCHOOL LANDS TRUST (hereinafter "Lessor"), and CANTON MUNICIPAL UTILITIES (hereinafter "Lessee").

WITNESSETH:

That for the term and in consideration of the annual rentals hereinafter set forth, and the covenants, conditions, and obligations to be observed and performed by the Lessee, and by the authority and under the direction of the Board of Education of the Madison County School District, Mississippi, Lessor does hereby lease, let and rent unto Lessee the following described land (hereinafter "Leased Premises"):

A 15-foot wide and 5,768.39 fee long permanent, non-exclusive easement located on the west side of the Calhoun Parkway and parallel to the Calhoun Parkway in Section 16, Township 8 North, Range 2 East, Madison County, Mississippi. A plat of the easement and an engineer's letter are attached a Exhibit "A."

The 15 foot wide easement consists of 1.99± acres, more or less.

1. **Term.** Subject to other provisions herein contained, the term of this Lease shall be for ten (10) years, beginning on the 4th day of December, 2017, and terminating on the 3rd day of December, 2027, (the "primary term"). For purposes of this Lease, the Anniversary Date shall be on the anniversary of the beginning of the primary term. It is expressly agreed and understood by all the parties hereto that part of the consideration given for the execution and delivery of this instrument is the option hereby granted to Lessee to renew this lease for an additional or "secondary term" of twenty-five (25) years as provided in Miss. Code Ann. §29-3-69, beginning on the 4th day of December, 2027, and terminating on the 3rd day of December, 2052, at an annual rental based upon the fair market value of the land, excluding buildings and improvements not then owned by Lessor, as determined by a qualified appraiser selected by the Lessor who performs his appraisal not more than twelve months prior to the expiration of the primary term. To exercise the right to renew this lease for an additional twenty-five (25) years, Lessee must file with Lessor written notice of Lessee's intent to renew said lease. The notice to renew must be filed on or before the expiration of the primary term. In the event of the failure of the Lessee to exercise his right to re-lease the Property at such time, any holder of a valid first deed of trust upon the leased premises shall have a prior right to re-lease the premises at an annual rental based on appraised value, said lease to be substantially in the same form as this lease.

At the expiration of the primary term, for continued easement rights, Lessee shall execute a new lease and pay adequate compensation to the Lessor, as determined by Lessor under applicable law in effect at that time.

2. **Annual Rent.** Lessee covenants and agrees to pay or cause to be paid to Lessor rental of \$1,313.00 per year. The obligation of Lessee to pay rent under this Lease Contract 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 is not refundable, and Lessee waives any right or claim it may have to refund of rent paid.

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; Lessee covenants and agrees to pay any and all survey costs and

recording fees in connection with this Lease or any other fees so determined by law. All payments for general and special taxes and assessments 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, including drainage taxes, 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. Lessee's failure to pay said taxes, as and when due, shall constitute a breach of this Lease Contract and shall entitle Lessor to terminate this lease.

4. **Default.** The parties herein expressly agree that if default shall be made in the payment of any general or special tax or assessment or rent due, made pursuant to this Lease Contract, then and in any event of default, it shall be lawful for Lessor to enter upon the Leased Premises, or any part thereof, after Lessor has provided sixty (60) days prior written notice to Lessee and upon Lessee's failure to cure such default within said sixty (60) days, either with or without the process of law, to reenter and repossess the same, and to distrain from any rent or assessment that may be due thereon, at the election of Lessor, but nothing herein is to be construed to mean that Lessor is not permitted to hold Lessee liable for any unpaid rent or assessment to that time. As to all other conditions, covenants, and obligations imposed on Lessee herein, enforcement shall be by proceeding at law or in equity against any person violating or attempting to violate said conditions, covenants, and obligations to restrain violation and recover damages, if any, including reasonable expenses of litigation including, but not limited to, fees charged by attorneys, expert witnesses, surveyors and appraisers, which Lessee expressly agrees to pay. Such enforcement by proceedings at law or in equity may be instituted at any time after sixty (60) days written notice. Enforcement proceedings shall include the right of the Tax Collector to recover any tax, assessment, fees and costs. Invalidation of any provision(s) of this Lease by judgment or court order shall in no way affect any of the remaining provisions which shall remain in full force and effect.

5. **Remedies.** In the event of any forfeiture, default, or cancellation of this Lease or termination of the term therefore aforesaid, Lessee shall quit, deliver up and surrender possession of the Leased Premises, and all Lessor-owned structures and improvements thereon to the said Lessor, and thereupon this Lease and all agreements and covenants on Lessor's behalf to be performed and kept, shall cease, terminate, and be utterly void, the same as if the Lease had not been made. At Lessor's option, Lessee shall be required to remove all Lessee-owned improvements. In addition thereto, Lessor shall be entitled to whatever remedies it may have at law or equity for the collection of any unpaid rental hereunder, or for any other sums, for damages or otherwise, that it may have sustained on account of Lessee's non-fulfillment or non-performance of the terms and conditions of this Lease, including costs for removing Lessee-owned improvements.

Immediately upon the termination of this Lease, whether for forfeiture, default or cancellation, Lessor shall be entitled to take possession of the Leased Premises and all Lessor-owned improvements thereon absolutely, notwithstanding custom, usage, or law to the contrary. Any removal of property from the Leased Premises shall be accomplished so as to leave the

Leased Premises in a condition satisfactory to Lessor. Lessee shall remove all of Lessee's property within one hundred and eighty (180) days of the said event. Lessee shall be subject to the accrual of rent during said one hundred and eighty (180) days.

6. **Curing Default.** Notwithstanding any provision of this Lease to the contrary, any present or future holder of a mortgage or a deed of trust representing money loaned on these facilities, shall have the right of a thirty (30) day notice of default within which to cure any default which may be cured by the payment of money. In addition, for any other default for which a forfeiture of said Lease may be invoked, such holder of such mortgage or deed of trust shall be entitled to a notice in writing of the claimed default and shall have a reasonable time, which shall not be less than sixty (60) days, either to require the correction of such default or in lieu thereof, to protect itself through the exercise of a power of sale and thereby acquire a leasehold in the Leased Premises and correct such default. Lessee hereby covenants and agrees to notify Lessor of the existence of all such mortgages, deeds of trust, or other secured encumbrances, and that, in the absence of such notice, Lessor has no obligation whatever to notify any such holder of said encumbrance.

Any recorded mortgage or deed of trust may provide that any default by the Lessee/Mortgagor concerning this Lease shall likewise be a default of such mortgage or deed of trust, but failure to indicate such provisions in any mortgage or deed of trust shall not affect the validity or propriety thereof nor diminish the protection extended to the holder of such mortgage or deed of trust or the indebtedness secured thereby.

7. **Assignment.** Provided Lessee is not in breach of this Lease, Lessee may, upon payment of a \$200.00 transfer fee to Lessor, shall have the full right and authority to lease, sell, assign, transfer and/or convey to others this lease in whole and to encumber the same. However, any lease, sale, assignment, transfer or conveyance shall be subject to the prior written consent of Lessor which shall not be unreasonably withheld, and to the required consent and additional requirements, if any, of the Secretary of the State of Mississippi or other applicable government officials. The Lessor agrees to execute such documents as reasonably may be requested by any lender or other assignee to evidence and acknowledge the effectiveness of any such assignment.

8. **Regulatory Compliance.** Lessee shall comply with all applicable laws, rules, and regulations concerning Lessee's use of the property and/or obligations under this Lease. This obligation shall include, but not be limited to, compliance with federal, state and local environmental regulations concerning the air, water and soil, endangered species, wetlands, and other laws, rules and regulations that may presently exist or hereafter be adopted. In the event of contamination of the air, water or soils arising out of any Lessee use, Lessee shall be responsible for all mandated remediation and monitoring with this obligation to survive termination of this Lease. Notwithstanding the requirements of this paragraph, Lessee:

A. Will not sue, generate, manufacture, produce, store, release, discharge, or dispose of, on, under or about the Leased Premises or transport to or from the Leased Premises any hazardous substance or pollutant (as either may be defined by an present or future laws or regulations of any governmental authority or by an administrative or judicial decisions) or any solid wastes and will not allow any other person to do so.

B. Shall keep and maintain the Leased Premises in compliance with, and shall not cause or permit the Leased Premises to be in violation of, any environmental laws or regulations

nor any laws or regulations pertaining to the disposal of solid, liquid, or gaseous wastes, both hazardous and non-hazardous.

C. Shall give prompt written notice to Lessor and the Secretary of State of:

(i) Any proceeding or inquiry by any governmental authority with respect to the presence of any solid wastes or hazardous substance on the Leased Premises or the migration thereof from or to other property;

(ii) All claims made or threatened by any governmental authority with respect to the presence of any solid wastes or hazardous substance on the Leased Premises or the migration thereof from or to other property.

(iii) Lessee's discovery of any occurrence or condition that would cause the Leased Premises to be subject to any restrictions on the ownership, occupancy, transferability or use of the Leased Premises under any environmental or solid waste disposal law, regulation, ordinance or ruling.

9. **Environmental Accidents.** Lessee shall immediately furnish written notice of all spills, leaks, accidents or similar matters on the premises to Lessor and the Secretary of State at the addresses provided in this instrument. Lessee shall also furnish Lessor and the Secretary of State a copy of all filings, including but not limited to, environmental issues, required bylaws, rules or regulations arising out of any spills, leaks, accidents, or other matters related to the use and occupation of the premises by Lessee. Nothing in this paragraph shall place any duty of cleanup or remediation of property upon Lessor, with those duties belonging exclusively to Lessee. Lessee shall be responsible for all mandated remediation and monitoring with this obligation to survive termination of this Lease Contract.

10. **Breach of Lease.** If Lessee breaches any of the provisions of this Lease and fails to cure the same after sixty (60) days written notice from the Lessor, 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, including but not limited to, fees charged by attorneys, expert witnesses, surveyors and appraisers..

11. **Notices.** All notices specified by this instrument shall be in writing and sent by registered or certified mail, postage prepaid, to the following address 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 who notice shall be sent.

To Lessor: 16th Section Land Manager
Madison County School District
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: (601)499-0800
Facsimile: (601)605-6407 _____

To Secretary of State: Mississippi Secretary of State's Office
ATTN: 16th Section Lands
P.O. Box 136
Jackson, MS 39205-0136
Telephone: (601)359-1350
Facsimile: (601)359-1461

To Lessee:

Canton Municipal Utilities
225 N. Hargon Street
Canton, MS 39046
Telephone: (601) 855-54958
Facsimile: (601) 855-5477

12. **Indemnification.** To the extent allowable under Mississippi law, Lessee shall protect, indemnify, defend, save, and hold harmless Lessor, the Secretary of State and the State of Mississippi, its 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 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 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 or 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.

13. **Mortgage Transactions.** The preceding restrictions on assignments of this lease shall not apply to, and no prior approval of Lessor shall be required for: (i) a mortgage of the leasehold estate; (ii) a foreclosure or an assignment of the leasehold estate to the mortgagee in lieu of foreclosure; or (iii) a transfer by a mortgagee who has acquired the leasehold estate and such transfer occurs within a reasonable period of time commensurate with liquidation of the asset. However, any person acquiring the leasehold estate by any of the above means shall be obligated, within ten (10) days thereafter, to provide Lessor with a copy of the recorded assignment. No mortgagee shall be deemed to have assumed, and no mortgagee shall be personally obligated to perform any of Lessee's obligations under this lease which accrued prior to acquisition of the leasehold estate, provided that this limitation on personal liability shall not diminish the rights and remedies otherwise available to Lessor in the event of a default nor the right of a mortgagee to cure defaults as herein provided. A mortgagee, having acquired the leasehold estate through foreclosure or assignment in lieu of foreclosure, shall be liable for performance of all obligations of Lessee which accrue during the period the mortgagee has ownership of the leasehold estate, and any rent payment which becomes due during such period shall be paid in full and not pro-rated. Nothing contained in this Lease Contract or in any mortgage shall release Lessee from the full and faithful performance of Lessee's obligations under this Lease Contract or from any liability for non-performance or constitute a waiver of any right of Lessor against Lessee. The term "mortgage" as used in this paragraph means any mortgage, deed of trust, collateral assignment or other transfer or pledge of this lease as security for an indebtedness of Lessee; and the term "mortgagee" means the holder of the indebtedness to whom or for whose benefit this Lease Contract has been mortgaged or pledged as security.

Notwithstanding any provision of this Lease Contract to the contrary, in the event of a default and foreclosure of a mortgage or deed of trust representing money loaned on the

hereinbefore described property or the receipt of a transfer in lieu thereof, the purchaser at such foreclosure or the recipient of a transfer in lieu thereof, will receive all the rights and privileges of a lessee and likewise assume all responsibilities of a lessee as if such purchaser or transferee had initially been a lessee under this Lease Contract.

14. **Waste.** The Lessee shall be responsible for any damage that may be caused to Lessor's property by the activities of the Lessee under this Lease, and shall exercise due diligence in the protection of all improvements, timber and other property of Lessor, which may be located on the Lease Premises or in the vicinity thereof, against fire or damage from any and all other causes. Lessee shall further comply with all applicable laws, rules and regulations concerning Lessee's use of the property and/or obligations under this Lease. This obligation shall include, but not be limited to, compliance with federal, state and local environmental endangered species, wetlands, and other laws, rules and regulations that may presently exist or hereafter be adopted. If the Lessee shall commit, cause to be committed, or permit the commission of any act of waste on the leased premises, then this lease shall thereupon cease and terminate and shall thenceforth be null and void, and the Lessee shall be and remain liable to Lessor for any and all waste and damages to the land permitted, done, or in any way caused by the Lessee. In the event of contamination of soils, air or water arising out of any Lessee use,

15. **Quiet Possession.** Lessee shall have quiet and peaceful possession of the Leased Premises as long as compliance is made with terms of this Lease.

16. **Bankruptcy or Judgments.** Lessee hereby covenants and agrees that if an execution or process is levied upon the Leased Premises or if a petition of bankruptcy be filed by or against Lessee in any court of competent jurisdiction, Lessor shall have the right, at its option, to cancel this Lease. Lessee further covenants and agrees that this Lease and the interest of Lessee hereunder shall not, without the written consent of Lessor first obtained, be subject to garnishment or sale under execution or otherwise in any suit or proceeding which may be brought against said Lessee.

17. **Condemnation.** If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unsuitable for Lessee's normal business activity, 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 the Lessee. It is provided, however, that nothing herein shall preclude Lessee from prosecuting any claim directly against the condemning authority for loss of business, cost of relocation 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.

18. **Classification/Use.** The lands herein have been classified as Other in accordance with Miss. Code Ann. §29-3-31 et seq., as amended. Lessor warrants that the Leased Premises shall be permitted to be used for underground utilities (water, sewer, and gas) for the duration of the term. This warranty does not apply to any change in use which may be required by governmental authority or other means beyond the control of Lessor.

Lessee may construct, maintain, operate and repair all appliances, appurtenances, fixtures and equipment deemed by Lessee to be necessary or desirable in connection only with the operation of said underground utilities on, over, across, along, under and through the subject property.

Lessee shall have the full and continuing right to clear and keep clear vegetation within or growing into said Easement and the further right to remove or modify, from time to time, trees, limbs, and/or vegetation outside the said Easement, which Lessee considers a hazard to any of its facilities, or a hazard to the rendering of adequate and dependable service, by use of a variety of methods used in the vegetation management industry. Lessee shall pay to Lessor the fair market value of any timber located outside the boundaries of the Easement described herein, which is removed by Lessee pursuant to this paragraph.

Lessee shall not use the Leased Premises for any of the following purposes: (i) activities that are considered hazardous, including, but not limited to, demolition or the storage or use of dangerous substances; (ii) Any activity considered to be a nuisance; (iii) Any activity that is unlawful or immoral; (iv) The operation of a business or proprietorship that offers adult entertainment including, but not limited to, nude or partially nude dancing or display or the sale or distribution of adult materials including, but not limited to, pornographic magazines, books, videocassettes, or computer disks; (v) Any activity which at the discretion of the Lessor and the Secretary of State is inappropriate upon Sixteenth Section Land.

It is understood and agreed that should Lessee, or its successors in interest, cease to use the property described herein to operate and maintain the underground utilities (water, sewer, or gas) lines or related appurtenances, Lessee shall, upon request of Lessor, re-convey all of the rights conveyed hereunder to Lessor and the Leased Premises shall automatically revert to the Lessor.

19. **Successors.** To the extent assignment of this Lease is allowed by the above provisions, this Lease shall be binding upon Lessee's successors and assigns.

20. **Improvements.** While this Lease continues in force and effect, Lessee shall have the unrestricted right to remove, change, alter, modify, add to or subtract from any of Lessee's fixtures on the land as the Lessee may in its sole discretion elect so to do, and the Lessor, while this Lease or any extension thereof continues in force and effect, shall have no possessory interest in any of Lessee's fixtures or improvements. If any of Lessee's improvements are removed, the Lessee shall be obligated to remove all foundations and paved areas, fill any excavations with a soil material suitable as a foundation support for further construction and generally restore the premises to a condition suitable for construction, use and occupancy by others.

It is expressly agreed by and between the parties that Lessee will not make any alteration upon the Leased Premises without the express written consent of Lessor and that Lessee will not occupy or use, nor permit to be occupied or used, the Leased Premises, for any use deemed extra-hazardous on account of fire or otherwise; nor will Lessee permit the same to be used for any immoral or unlawful purpose. Lessee also covenants and agrees to maintain the Leased Premises in a neat and orderly manner and to refrain from creating or maintaining any eyesores, unattractive nuisances, or other nuisance.

No structures or obstructions shall be placed within the Easement, including, but not limited to, house, barn, garage, shed, pond, pool or well, except fences, roadways and subsurface utilities. No buildings or other structures shall be constructed on the property adjoining the Easement in violation of the minimum clearances from the water distribution facilities, as provided in the national safety code.

21. **Diligence.** The Lessee shall be responsible for any damage that may be caused to Lessor's property by the activities of the Lessee under this Lease, and shall exercise due diligence in the protection of all improvements, timber and other property of Lessor, which may be located on the lease premises or in the vicinity thereof, against fire or damage from any and all other causes.

22. **General Duties of Lessee.** Lessee agrees:

A. To comply with all laws and ordinances applicable to the use of the Leased Premises including, without limitation, laws and regulations pertaining to accessibility by handicapped persons.

B. To allow inspection of the Leased Premises during normal business hours by an persons responsible for management or supervision of the property or this Lease acting in their official capacity.

C. To perform all obligations herein expressed in a prompt fashion, without notice or demand.

D. To surrender the Leased Premises upon termination or expiration of this Lease, with improvements to be in the condition as herein specified.

E. To provide Lessor, at each Anniversary Date, written certification by Lessee or an officer of Lessee, of compliance with the provisions of this Lease.

F. To maintain the Leased Premises at all times in a clean, neat and orderly manner, free of waste materials.

23. **Reservations and Non-Exclusivity.** Lessor reserves title to all oil, gas, coal, lignite and other minerals, in on, or under the Leased Premises, together with the right of ingress and egress to remove the same, but not in a manner which interferes with Lessee's operations on the Leased Premises.

Lessor reserves the right to lease the Lease Premises or property for any other purpose not inconsistent with this agreement pursuant to applicable laws, rules and regulations concerning sixteenth section lands in effect at the time, including but not limited to agricultural, forestry, hunting or otherwise make use of the subject property for purposes and in a manner which will not interfere with the enjoyment or use of the rights and estate granted herein, but Lessor shall not construct, nor permit to be constructed, any houses, buildings, dams, levees, lakes, ponds, structures, or any similar or dissimilar obstructions on or over said leasehold, or any part thereof, as surveyed or finally determined hereunder that would be a violation of the minimum clearances for the utility facilities as provided in the national safety code. Any use of the property for forestry purposes shall not authorize Lessor to plant or otherwise grow or

manage trees or timber upon the leasehold and shall be subject to Lessee's right to clear the leasehold without the payment of additional consideration. Nothing in this paragraph shall be construed to prohibit Lessor from constructing a road or laying other utilities over and across the leasehold. Lessor shall, however, provide Lessee at least ninety (90) days written notice prior to the construction or any roads to allow Lessee to take such measures as deemed reasonable and necessary to protect the sewer line.

This grant is not exclusive. Lessor may lease the Lease Premises for easements and rights of way for other utilities.

24. **Rights-of-Way.** Lessor reserves the right to grant or sell easements and rights of way on, over and across the Lease Premises for roads, highways, railroads, fiber optic cables or any other 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. This, however, is not to prevent Lessee from collecting from any utility company for any damage which may be sustained by Lessee in the construction, operation or maintenance of utilities on such right of way or easement.

25. **Recording.** Lessor will deliver this Lease to the Chancery Clerk of Madison County for recording and Lessee has herewith delivered to Lessor a check payable to such Chancery Clerk for the recording fees.

26. **Immunity.** No provision of this Lease, whether requiring Lessee to indemnify Lessor or otherwise, shall be construed as a waiver by Lessor or the Secretary of State of any provision of law related to governmental immunity.

27. **Interpretation.** The parties to this Lease acknowledge that they have freely entered into this Lease Contract and any ambiguities shall not be construed against a single party.

28. **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.

29. **Governing Law.** This Lease 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 and any amendments hereto shall rest exclusively in the Chancery Court of Madison County, Mississippi.

30. **Secretary of State.** By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease by the Secretary of state indicates that the Madison County Board of Education has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

31. **Supervisory Right.** The Secretary of State, as supervisory trustee, shall have the right to institute any action to enforce the terms of this Lease Contract in the event Lessor fails to do so in a timely manner. In the event the Secretary of State institutes legal action to enforce the terms of this Lease Contract, he shall have all rights as are conferred to Lessor.

32. **Entire Agreement.** This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Contract shall not be binding upon either party except to the extent incorporated herein.

33. **Zoning Ordinances and Restrictions.** This Lease is subject to the County of Madison, Mississippi zoning and subdivision ordinances, which conditions shall be in full force and effect as to the property leased herein.

34. **Timber.** The parties recognize that the subject property must be cleared of all timber for Lessee to use the subject property for its purposes. After said initial cutting, Lessee shall have continuing right, exercisable at any time, and from time to time, to cut and keep the subject property clear of all trees, undergrowth, and any other natural or manmade objection that may injure or endanger any of the above-described facilities or interfere with Lessee's access to, monitoring of, or maintenance, repair, relocation for maintenance purposes, construction, and/or operation of the same, all without further compensation other than the annual rental payments specified herein.

35. **Surface Damages.** Lessee shall pay for all damages to Lessor's roads, fences, crops, timber, soils, ground eater, surface water and property or natural resources that may be suffered by Lessor by reason of the exercise of Lessee of any of the rights and privileges hereby granted, but shall not be liable for keeping the subject property clear of trees, undergrowth, and other natural or man-made obstructions in the course of the maintenance and operation of its systems and appurtenances. Lessee shall not pollute or otherwise contaminate the land, air, water and resources of Lessor and adjacent owners shall immediately remedy any pollution or contamination, should it occur.

36. **Access.** This lease shall include, without limitation, the right of convenient ingress and egress by Lessee over and across the adjoining land of Lessor by the use of existing public roads, whether presently existing or hereafter publicly constructed and maintained, and the use thereof, reasonably necessary in connection with the construction, maintenance, operation, removal, repair, renewal, replacement, or removal of the above-described facilities on said tract. Any damage to the roadways shall be repaired by Lessee within fifteen (15) days of prior receipt of notice by Lessor. Such access shall be limited to public roadways in existence at the time access is needed. Lessor reserves the right to close or relocate roadways without notice to the Lessee. Lessee shall have the right of ingress and egress to and from said Easement across the adjoining land of the Lessor, subject to any rights of surface lease holders thereon, and the right to attach lines of any other party to the Lessee's facilities.

IN WITNESS WHEREOF, this Lease is executed by Lessor pursuant to the Order duly entered upon its Minutes.

LESSOR:

Madison County, Mississippi Board of Education
Trustees of the Madison County School District 16th
Section School Lands Trust

By: William R. Grissett, Jr.
William R. Grissett, Jr., President

ATTEST:

Ronnie L. McGehee
Ronnie L. McGehee
Superintendent of Education
Madison County School District

LESSOR:

Canton Municipal Utilities

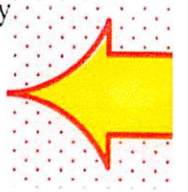
By: Stephen Thompson
Stephen Thompson (Print Name)
General Manager (Title)

APPROVED:

C. Delbert Hosemann, Jr.
C. Delbert Hosemann, Jr.,
Secretary of State

Reviewed and approved by the Madison County Board of Supervisors, this the _____ day
of _____, 2017.

David Bishop, President
Sheila Jones



ATTEST:

Ronny Lott, Clerk

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 21st day of MARCH, 2018, within my jurisdiction, the within named STEPHEN THOMPSON, who acknowledged to me that he/she is General Manager of Canton Municipal Utilities, and that for and on behalf of the said Canton Municipal Utilities, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized so to do.

[Signature]
NOTARY PUBLIC

My Commission Expires:

2-22-2020
[SEAL]



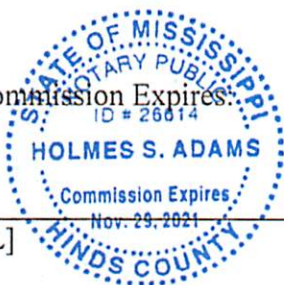
STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 4th day of December, 2017, within my jurisdiction, the within named **William R. Grissett, Jr. and Ronnie L. McGehee**, who acknowledged to me that they are President and Superintendent, respectively, of the **Board of Education of the Madison County School District**, and that for and on behalf of the said Madison County Board of Education, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

[Signature]
NOTARY PUBLIC

My Commission Expires:

[SEAL]



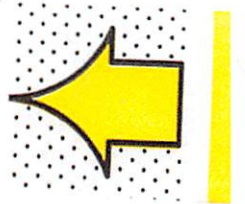
STATE OF MISSISSIPPI
COUNTY OF MADISON

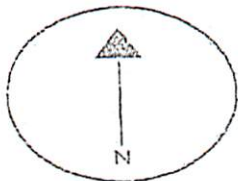
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this _____ day of _____, 2018, within my jurisdiction, the within named **Sheila Jones**, who acknowledged to me that she is President of the **Board of Supervisors of Madison County, Mississippi**, and that for and on behalf of the said Madison County Board of Supervisors, and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized to so do.

NOTARY PUBLIC

My Commission Expires:

[SEAL]





CMU
CALHOUN PARKWAY
PROPOSED 15 FT UTILITY EASEMENT REQUEST
FOR 16TH SECTION LAND OF MADISON COUNTY SCHOOL SYSTEM
SOWELL RD. INTERCHANGE

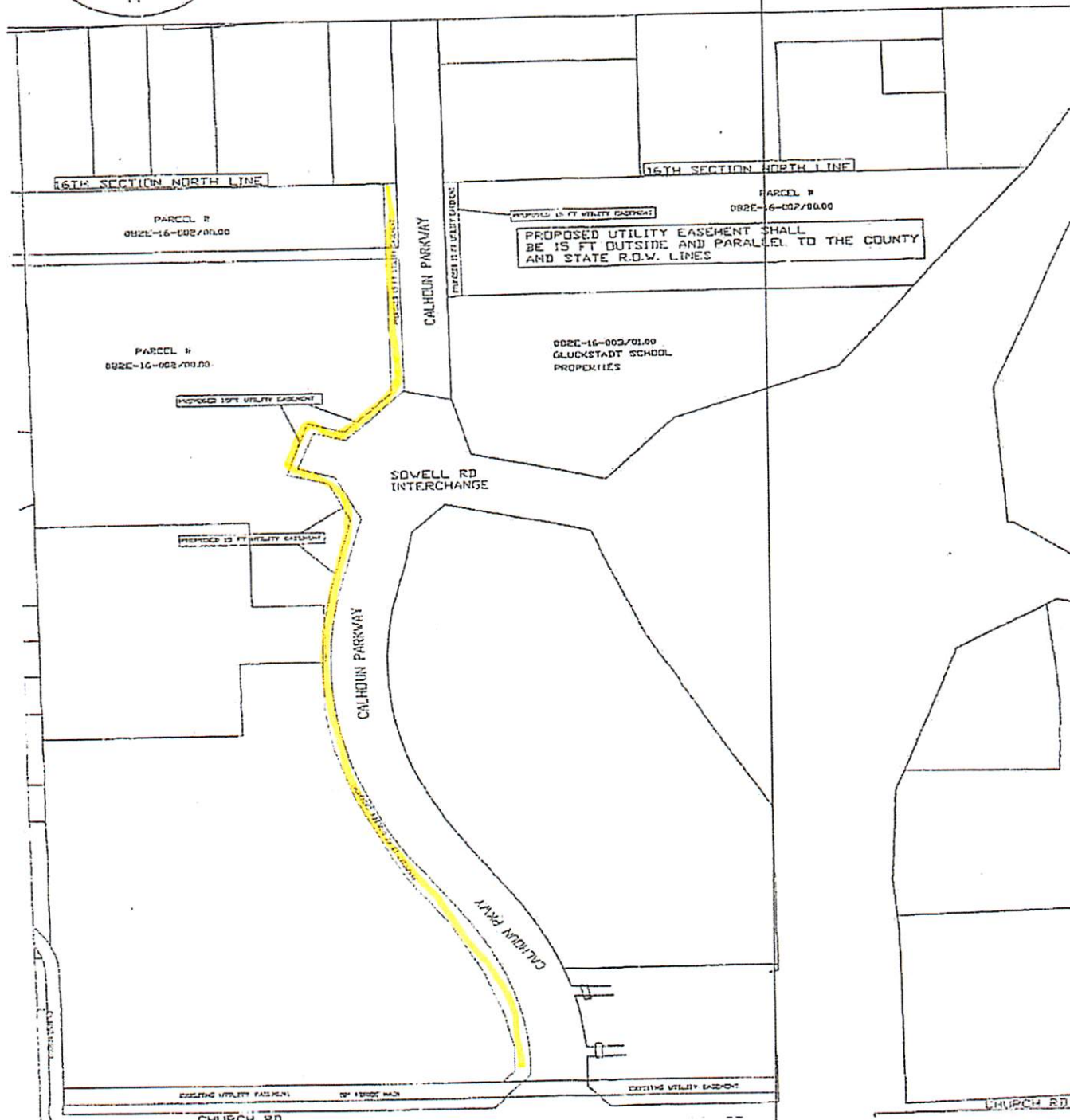


Exhibit "A"

AERIAL PHOTOGRAPH SHOWING PATH OF WEST SIDE EASEMENT



Engineer's Measurements for Easements

Brent Johnston

From: Don Holtsinger [d.holtsinger@cmu.com]
Sent: Wednesday, August 02, 2017 10:16 AM
To: brentjohnston@comcast.net
Subject: CMU EASEMENT REQUEST FROM THE MADISON COUNTY SCHOOL BOARD

Brent,

The measurements for the easements are the following: MADISON COUNTY SCHOOL . PARCEL NUMBER 082E-16-002/00.00

Westside of the Calhoun Parkway:

Permanent Easement: 5768.39 FT. long and 15 FT. wide = 86,525.85 SQFT. = 1.99 Acres

Temporary Easement is the same. 1.99 Acres

Eastside of the Calhoun Parkway:

Permanent Easement 647.59 FT long and 15 FT wide = 9713.85 SQFT = .22 Acres

Temporary Easement is the same. .22 Acres

GLUCKSTADT SCHOOL PROPERTIES LLC PARCEL NUMBER

082E-16-003/01.00

East side of Calhoun Parkway- south of Parcel 082E-16-002/00.00

Permanent Easement 580.71 FT long and 15 FT wide = 8710.50 SQFT = .20 Acres

Temporary Easement the same. .20 Acres

Let me know if you need any further information.

Thanks,
Don Holtsinger

Don Holtsinger – Engineering Coordinator



d.holtsinger@cmu.com
225 North Hargon Street
Canton, Mississippi 39046
601-855-5958 Office
601-941-7336 Cell

8/2/2017



MADISON COUNTY
SCHOOLS
MARK OF EXCELLENCE

476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800
Letitia H. Reeves, 16th Section Land Manager
Telephone: 601-499-0717
lreeves@madison-schools.com

April 10, 2018

Madison County Board of Supervisors
ATTN: Ms. Cynthia Parker, Board Secretary
P.O. Box 404
Canton, MS 39046

RE: Documents for Board Approval

Dear Cynthia:

Enclosed please the following documents:

1. Notice to Renew Residential Lease Contract to Brandon M. Ezell and wife, Victoria J. Ezell, regarding Lot 30, Madison Oaks Subdivision, Part Two;
2. Notice to Renew Residential Lease Contract to Stacey R. Alexander regarding Lot 61, Sherbourne Subdivision, Part 2; and
3. Second Amendment to 16th Section Commercial Lease to John Arthur Eaves, Sr. regarding Lot 3, Block 18, Jones Addition, Town of Flora, Madison County, Mississippi. NOTE: This amendment incorporates the new annual lease fee based on reappraisal.

It is requested that the Board of Supervisors approve the enclosed documents at the upcoming Board of Supervisors' meeting to be held April 16, 2018.

Should you have any questions or need anything further in this regard, please let me know. Thank you.

Sincerely,

Letitia H. Reeves
16th Section Land Manager

/lr

Enclosures

cc: Ronnie L. McGehee, Ph.D., Superintendent

INDEXING:

Lot 61, Sherbourne Subdivision, Part 2
Per Plat Cabinet D at Slide 16 and 17, City of Madison, Section 16, Township 7 North,
Range 2 East, Madison County, Mississippi
Parcel #072E-16B-140/00.00

LESSOR:

Madison County Board of Education
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800

LESSEE:

Stacey R. Alexander
248 Highleadon Drive
Madison, MS 39110
Telephone: _____

PREPARED BY:

Madison County School District
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800

**NOTICE TO RENEW
RESIDENTIAL LEASE CONTRACT**

This Notice to Renew is made and entered into on the 9th day of April, 2018, by and between the Madison County, Mississippi, Board of Education Trustees of the Madison County School District 16th Section School Lands Trust ("Lessor") and **Stacey R. Alexander** ("Lessee") according to the following terms and provisions:

A. Lessor and Lessee executed that certain Residential Lease Contract (the "Lease") for a term of forty years, beginning on the 15th day of October, 2002, and terminating on the 14th day of October, 2042, (the "Primary Term"), covering a parcel of 16th Section Land as described therein which is recorded in the office of the Chancery Clerk of Madison County, Mississippi in **Deed Book 521 at Page 868**, being located in Section 16, Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described as:

Lot 61 of Sherbourne Subdivision, Part 2, a subdivision which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet D at Slide No. 16 and 17, reference to which is hereby made in aid of and as a part of this description.

B. This Notice to Renew is executed pursuant to Paragraph (1) of the Lease whereby the Lease provided the Lessee with an option to renew the Lease for an additional term of twenty-five (25) years pursuant to Miss. Code Ann. § 29-3-69 (1972) as amended, commencing on the termination date of the Primary Term (the "Initial Termination Date").

C. NOW THEREFORE, the Lessor and Lessee do hereby agree to renew the Lease for an additional term of twenty-five (25) years commencing on the Initial Termination Date; and as a result, **the Lease shall now terminate on the 14th day of October, 2067** (the "Final Termination Date"). Said renewal shall be under the same terms, conditions, and stipulations set forth in the Lease, except the annual rental shall be based upon the fair market value of the subject property, as determined by a qualified appraiser selected by Lessor who performs his or her appraisal not more than twelve (12) months prior to the expiration of the Primary Term.


D. Except as amended by this Notice to Renew, the existing Lease shall stay in full force and effect and under the same terms conditions, annual rental, and stipulations set forth in the Lease until the Final Termination Date.


The Lease, as amended by this Notice to Renew, is ratified and confirmed as the valid and subsisting agreement of the parties but without waiver of remedies for any presently existing default.

In Witness Whereof, this Notice to Renew is executed by Lessor pursuant to an order entered upon its minutes and is executed by Lessee on the date first stated above.

LESSOR:

**MADISON COUNTY, MISSISSIPPI,
BOARD OF EDUCATION**

By: 
Philip Huskey, President
of the Board Of Education

By: 
Ronnie L. McGehee,
Superintendent Of Education

LESSEE:

Stacey R. Alexander

Reviewed and approved by the Madison County Board of Supervisors, this the ____
day of _____, 2018.

By: _____
Sheila Jones, President
of the Board of Supervisors

ATTEST:

Ronny Lott, Clerk

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for
the said county and state, on this ____ day of _____, 2018, within my jurisdiction,
the within named **Sheila Jones**, who acknowledged to me that she is President of the
Madison County Board of Supervisors, and that for and on behalf of the said Madison
County Board of Supervisors, and as its act and deed, she executed the above and
foregoing instrument, after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 9th day of April, 2018, within my jurisdiction, the within named **Philip Huskey** and **Ronnie L. McGehee** who acknowledged to me that they are President of the Madison County Board of Education and Superintendent of Education, respectively, of the **Madison County School District**, and that for and on behalf of the said Madison County School District, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

My Commission Expires:

[SEAL]



Letitia H. Reeves
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of _____, 2018, within my jurisdiction, the within named **Stacey R. Alexander**, who acknowledged to me that he/she executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

Extension/2018/#1152 Alexander for Lot 61, Sherbourne, Pt 2

INDEXING:

Lot 30, Madison Oaks Subdivision, Part Two
Per Plat Cabinet D at Slide 81, City of Madison, Section 16, Township 7 North,
Range 2 East, Madison County, Mississippi
Parcel #072E-16B-180/00.00

LESSOR:

Madison County Board of Education
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800

LESSEE:

Brandon M. Ezell and
Victoria J. Ezell
483 Madison Oaks Drive
Madison, MS 39110
Telephone: _____

PREPARED BY:

Madison County School District
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800

**NOTICE TO RENEW
RESIDENTIAL LEASE CONTRACT**

This Notice to Renew is made and entered into on the 9th day of April, 2018, by and between the Madison County, Mississippi, Board of Education Trustees of the Madison County School District 16th Section School Lands Trust ("Lessor") and **Brandon M. Ezell and wife, Victoria J. Ezell**, ("Lessee") according to the following terms and provisions:

A. Lessor and Lessee executed that certain Residential Lease Contract (the "Lease") for a term of forty years, beginning on the 19th day of April, 2002, and terminating on the 18th day of April, 2042, (the "Primary Term"), covering a parcel of 16th Section Land as described therein which is recorded in the office of the Chancery Clerk of Madison County, Mississippi in **Deed Book 509 at Page 572**, being located in Section 16, Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described as:

Lot 22 of Madison Oaks Subdivision, Part Two, a subdivision which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet D at Slide 81, reference to which is hereby made in aid of and as a part of this description.

B. This Notice to Renew is executed pursuant to Paragraph (1) of the Lease whereby the Lease provided the Lessee with an option to renew the Lease for an additional term of twenty-five (25) years pursuant to Miss. Code Ann. § 29-3-69 (1972) as amended, commencing on the termination date of the Primary Term (the "Initial Termination Date").

C. NOW THEREFORE, the Lessor and Lessee do hereby agree to renew the Lease for an additional term of twenty-five (25) years commencing on the Initial Termination Date; and as a result, **the Lease shall now terminate on the 18th day of April, 2067** (the "Final Termination Date"). Said renewal shall be under the same terms, conditions, and stipulations set forth in the Lease, except the annual rental shall be based upon the fair market value of the subject property, as determined by a qualified appraiser selected by Lessor who performs his or her appraisal not more than twelve (12) months prior to the expiration of the Primary Term.

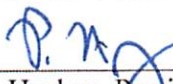
D. Except as amended by this Notice to Renew, the existing Lease shall stay in full force and effect and under the same terms conditions, annual rental, and stipulations set forth in the Lease until the Final Termination Date.


The Lease, as amended by this Notice to Renew, is ratified and confirmed as the valid and subsisting agreement of the parties but without waiver of remedies for any presently existing default.

In Witness Whereof, this Notice to Renew is executed by Lessor pursuant to an order entered upon its minutes and is executed by Lessee on the date first stated above.

LESSOR:

**MADISON COUNTY, MISSISSIPPI,
BOARD OF EDUCATION**

By: 
Philip Huskey, President of the
Board Of Education

By: 
Ronnie L. McGehee, Superintendent Of
Education

LESSEE:

Brandon M. Ezell

Victoria J. Ezell

Reviewed and approved by the Madison County Board of Supervisors, this the ____
day of _____, 2018.

By: _____
Sheila Jones, President of the
Board of Supervisors

ATTEST:

Ronny Lott, Clerk

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for
the said county and state, on this ____ day of _____, 2018, within my jurisdiction,
the within named **Sheila Jones**, who acknowledged to me that she is President of the
Madison County Board of Supervisors, and that for and on behalf of the said Madison
County Board of Supervisors, and as its act and deed, she executed the above and
foregoing instrument, after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 9th day of April, 2018, within my jurisdiction, the within named **Philip Huskey** and **Ronnie L. McGehee** who acknowledged to me that they are President of the Madison County Board of Education and Superintendent of Education, respectively, of the **Madison County School District**, and that for and on behalf of the said Madison County School District, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

Leptia H. Reeves
NOTARY PUBLIC

My Commission Expires:



STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of _____, 2018, within my jurisdiction, the within named **Brandon M. Ezell** and wife, **Victoria J. Ezell**, who acknowledged to me that they executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

Extension/2018/#1057 Ezell

INDEXING: Lot 3, Block 18, Jones Addition, Town of Flora, Madison County, Mississippi in Section 16, Township 8 North, Range 1 West (Tax Parcel #051E-16B-145/00.00).

LESSOR:

Madison County, Mississippi Board
of Education Trustees of The Madison
County School District 16th Section
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800

LESSEE:

John Arthur Eaves, Sr.
101 North State Street
Jackson, MS 39201
Telephone: 601-355-7961

Prepared By:

Madison County School District
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800

SECOND AMENDMENT TO 16TH SECTION
COMMERCIAL PROPERTY LEASE CONTRACT

WHEREAS, by instrument dated March 13, 1998, the **MADISON COUNTY, MISSISSIPPI, BOARD OF EDUCATION TRUSTEES** of the **MADISON COUNTY SCHOOL DISTRICT 16TH SECTION SCHOOL LANDS TRUST** (hereinafter called "Lessor"), granted a Renegotiated Sixteenth Section Commercial Property Lease to Magnolia Laundry Services, LLC, a Mississippi limited liability company, by document recorded in Book 416 at Page 426 in the office of the Chancery

Clerk of Madison County, Mississippi (hereinafter the "Lease Contract"), which Lease Contract was assigned to **John Arthur Eaves, Sr.** (hereinafter called "Lessee") by document dated March 5, 2007 and recorded in Book 2174 at Page 100 in the office of the hereinbefore mentioned Chancery Clerk, which describes the following property, to-wit:

Lot 3 of Block 18 of Jones Addition to the Town of Flora, according to the map or plat thereof on record in the office of the Chancery Clerk of Madison County, Mississippi, situated in Section 16, Township 8 North, Range 1 West, Madison County, Mississippi.

WHEREAS, said Lease Contract was amended by Amendment to 16th Section Commercial Property Lease Contract recorded in Book 2294 at Page 804 in the office of the hereinbefore mentioned Chancery Clerk; and

WHEREAS, said Lease Contract has a lease term beginning on the 1st day of April, 1998 and ending on the 31st day of March, 2038; and,

WHEREAS, per the Lease Contract Amendment referenced hereinabove, annual rental payments are required in the amount of Two Hundred and no/100 Dollars (\$200.00), on or before April 1st each year, beginning with the April 1, 2008 payment; and

WHEREAS, lease payments have been received by Lessor in said amount for each year through 2017; and

WHEREAS, said Lease Contract, pursuant to paragraph 3, subparagraph A, states that the subject property should be reappraised prior to the tenth and twentieth and thirtieth anniversary dates of the commencement of the Lease Contract; and,

WHEREAS, the twentieth anniversary date is April 1, 2018; and

WHEREAS, the subject property has been reappraised setting a new annual lease payment pursuant to paragraph 3, subparagraph A, of the Lease Contract.

THEREFORE, paragraph 2 of the Lease Contract should be amended to read as follows:

2. Lessee covenants and agrees to pay or cause to be paid to Lessor annually, on or before April 1st of each year during the term hereof, beginning with April 1, 2018, annual rentals in advance in the amount of Three Hundred and no/100 Dollars (\$300.00), subject to the rent adjustment clause included herein.

Failure of Lessee to pay the annual rentals listed above shall constitute a breach of this lease agreement.

The Lease Contract will remain in full force and effect as to all other provisions contained therein.


WITNESS MY HAND this the 9th day of April, 2018.

LESSOR:

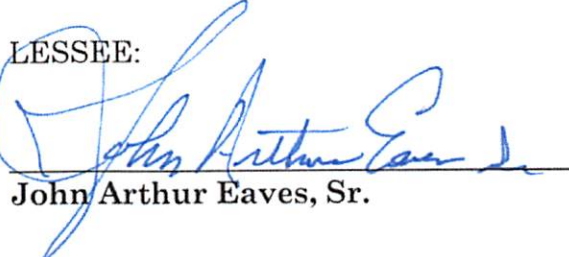
MADISON COUNTY, MISSISSIPPI,
BOARD OF EDUCATION

By: 
Philip Huskey, President

ATTEST:


Ronnie L. McGehee, Madison County
Superintendent Of Education

LESSEE:


John Arthur Eaves, Sr.

Reviewed and approved by the Madison County Board of Supervisors, this the ___ day of _____, 2018.

Sheila Jones, President

ATTEST:

Ronny Lott, Clerk

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ___ day of _____, 2018, within my jurisdiction, the within named **Sheila Jones** who acknowledged to me that she is President of the **Madison County Board of Supervisors**, and that for and on behalf of the said Madison County Board of Supervisors, and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

STATE OF MISSISSIPPI
COUNTY OF 115

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 12th day of March, 2018, within my jurisdiction, the within named **John Arthur Eaves, Sr.**, who acknowledged to me that he executed the above and foregoing instrument.

Judy H. Carver
NOTARY PUBLIC

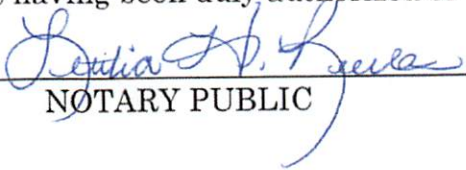
My Commission Expires:

[SEAL]



STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 9th day of April, 2018, within my jurisdiction, the within named **Philip Huskey** and **Ronnie L. McGehee**, who acknowledged to me that they are President and Superintendent, respectively, of the **Madison County Board of Education**, and that for and on behalf of the said Madison County Board of Education, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.



NOTARY PUBLIC

My Commission Expires _____

[SEAL]



Amendments\2018V#468 Second Amendment to Eaves Lease