



MADISON COUNTY
SCHOOLS

MARK OF EXCELLENCE

476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800

September 9, 2024

Madison County Board of Supervisors
P.O. Box 404
Canton, MS 39046

RE: Documents for September 16, 2024 Board Approval

To Whom It May Concern:

Enclosed please find the following documents:

- 16th Section Other Property Lease Contract to Lacey and Terri Cohea regarding 50 feet off the east end of lots 8, 9, 10 and 11, Block 23, Jones Addition.
- 16th Section Driveway Easement to Mount Olympus Planting Company, LLC regarding 3.44 acres, more or less, in 8N-1W.

It is requested that the Board of Supervisors approve the enclosed documents at the upcoming Board of Supervisors' meeting to be held September 16, 2024.

Please let me know if you need additional information. I can be reached at 601-499-0734 or abrowning@madison-schools.com.

Sincerely,

Ashley Browning
16th Section Land Manager

THIS INSTRUMENT PREPARED BY:

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

WHEN RECORDED RETURN TO:

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

INDEXING INSTRUCTIONS: 3.44 ± acres in W 1/2 of SE 1/4 of Section 16, Township 8 North, Range 1 West, Madison County, Mississippi.

16th SECTION DRIVEWAY EASEMENT

Lessor:

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

Lessee:

Mount Olympus Planting Company, LLC
114 Biltmore Cove
Flowood, MS 39233
Telephone: 601-573-2572

16TH SECTION DRIVEWAY EASEMENT WITH ANNUAL RENTAL

This 16th Section Driveway Easement (hereafter “Lease Agreement”), is made and entered into this the _____ day of _____, 2024 by and between the Board of Education of the Madison School District, Trustees of the Madison School District 16th Section School Lands Trust (the “Lessor”) and Mount Olympus Planting Company, LLC (the “Lessee”).

That, for the term and consideration of annual rentals, the covenants, and conditions set out herein, Lessor does hereby lease and rent unto Lessee the following described land:

See Exhibit “A” attached and incorporated by reference (the “Leased Premises”).

The right-of-way easement granted herein shall be subject to the following terms:

1. **Term.** Subject to the provisions contained herein, the term of this Lease Agreement shall be for Twenty-Four (24) years, beginning the _____ day of _____, 2024 and ending on the _____ day of _____, 2048 (the “Primary Term”).
2. **Annual Rent.** Lessee covenants and agrees to pay as rent to Lessor the sum of sum of _____ and no/100 Dollars (\$ _____) per annum, on or before the Effective Date (being the date this instrument is executed by all Parties) of this instrument each year however, that the payment of rent for the first year of this Lease Agreement shall be due at the time of approval by Lessor. The obligation of Lessee to pay rent under this Lease Agreement is unconditional, and the rent shall not be subject to set off for any reason or cause. Lessor and Lessee agree that in the event of termination or cancellation, any rental payment made during the term of this Lease Agreement is not refundable, and Lessee waives any right or claim it may have to refund of rent paid. If Lessee should ever fail to pay the annual rent pursuant to this instrument, title to the realty shall revert to Lessor.
3. **Rent Adjustment.** The eighth, and sixteenth anniversary dates of the commencement of this Lease Agreement shall be the effective dates of rental adjustments, and on such dates the amount of annual rental due and payable hereunder shall be adjusted in the manner hereafter described to reflect the current fair market rental value of the Leased Premises.
 - a. 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 any readjustment date. In the event the 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 be made pursuant to the Mississippi Code of 1972, §29-3-69, or pursuant to the statute then in effect governing such leases and procedures for determining fair market rental value. The reappraisal shall establish the fair market value of the Leased Premises unencumbered by this lease and shall reflect the market rate of return at the time but shall be no less than the minimum acceptable percentage provided by the statute 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 the Lessee, using an appraiser selected by Lessor.

- b. Should the Statutory Procedure result in an increase in rent 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:
 - i. Lessee may provide an appraisal by a Mississippi licensed appraiser having the qualifications hereafter described giving an opinion of current fair market annual rental value based on (I) the fair market value of the land unencumbered by this lease and (II) 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.
 - ii. The two appraisers 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 hereafter 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.

- iii. 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 information 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.
 - iv. 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 the 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 such 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 such 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 LESSOR'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 LESSEE'S appraiser must hold the same or a higher designation as held by LESSOR'S appraiser.
4. Use. Use of the Leased Premises shall be only for so long as the Leased Premises shall be used for driveway purposes for ingress and egress only, and excludes utilities including but not limited to water lines, gas lines, electricity lines, fiber optic lines, or other utilities. If the Leased Premises should ever cease to be used as a driveway or Lessee sells, assigns, or

otherwise transfers the Leased Premises which benefits from this Lease Agreement, title to the realty shall automatically revert to Lessor and this Lease Agreement shall terminate.

5. Taxes. LESSEE covenants and agrees to pay any and all general and special taxes and assessments, if ever any there be, applicable to the above-described Leased Premises and LESSEE'S interest therein; further, LESSEE covenants and agrees to pay any and all survey costs and recording fees in connection with this Lease Agreement or any other fees so determined by law. All payments for general and special taxes and assessments 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 ensure 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.
6. 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 Agreement, then and in any event of DEFAULT it shall be lawful for the LESSOR to enter upon the Leased Premises, or any part thereof, after LESSOR has provided sixty (60) days prior written notice to the LESSEE and upon LESSEE'S failure to cure such DEFAULT within said sixty (60) days, either with or without the process of law, to re-enter and repossess the same, and to distraint from any rent or assessment that may be due thereon, at the election of the LESSOR; but nothing here 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.
7. Remedies. in the event of any FORFEITURE, DEFAULT, OR CANCELLATION of this Lease Agreement or termination of the term therefore aforesaid, said 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 Agreement 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 the Lease Agreement 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 the LESSEE'S nonfulfillment or nonperformance of the terms and conditions of this Lease Agreement including costs for removing LESSEE owned improvements,

8. Immediately upon the termination of this Lease Agreement, whether by FORFEITURE, DEFAULT, or CANCELLATION, LESSOR shall be entitled to take possession of the Leased Premises and all LESSOR- owned improvements thereon absolutely, and custom, usage, or law to the contrary notwithstanding. Any removal of property from the Leased Premises shall be accomplished so as to leave the Leased Premises in a condition satisfactory to LESSOR. At LESSOR'S option LESSEE shall remove all of the LESSEE'S property within one hundred and eighty (180) days of the said event. LESSEE shall be subject to the accrual of rent during the said one hundred and eighty (180) day period.
9. Assignment. LESSEE SHALL NOT SUB-LEASE, ASSIGN OR TRANSFER THE LEASED PREMISES. If the LESSEE desires to sell or convey its fee property benefited by this Lease Agreement, then the LESSEE shall file a "NOTICE OF CANCELLATION" with the 16th Section Land Manager for Lessor. Upon approval of the same by Board of Education, this Lease Agreement shall be canceled, and the Superintendent shall record the cancellation as required. Upon legal cancellation of this Lease Agreement and a reappraisal of said property ordered by the Board of Education, the purchaser of the fee property shall have the exclusive option to enter into a lease agreement with the Board of Education within ninety (90) days of completion of said reappraisal should LESSOR decide, in its sole discretion, to enter into a subsequent optional lease agreement. The annual rent under the said optional lease shall be based upon the reappraised fair market value.
10. Breach of Lease Agreement. If LESSEE breaches any of the provisions of this instrument 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, or the Secretary of State, as supervisory trustee, (in the event the Secretary of State institutes legal action) its reasonable costs and expenses in enforcing the instrument, 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 at the following addresses or hand-delivered in person, by facsimile or otherwise to the following persons, by written notice, either party may change the persons or addresses:

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

To Lessee:

Mount Olympus Planting Company, LLC
114 Biltmore Cove
Flowood, MS 39233
Telephone: 601-573-2572

12. Maintenance and Damage. The LESSEE shall be responsible for all maintenance to the Leased Premises and any damage that may be caused to LESSOR's property by the activities of the LESSEE under this Lease Agreement and shall exercise due diligence in the protection of any improvements, timber, or other property of Lessor located in the vicinity thereof, against fire or damage for any and all other causes. For the avoidance of doubt, LESSOR shall have no responsibility or liability to maintain the Leased Premises or repair any damage to the Leased Premises caused by any of LESSOR's tenants that subsequently lease the 16th Section property burdened by this Lease Agreement.
13. Indemnification. LESSEE shall protect, indemnify, defend save, and hold harmless the State of Mississippi and LESSOR, 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's fees and all personal injury or death and/or damage to any person or entity including, but not limited to, LESSOR and its property or other loss arising out of any alleged noncompliance with laws or caused by LESSEE'S exercise of its rights under this Lease Agreement and/or resulting from the actions or omission of LESSEE in connection with its presence on or any use of the Leased Premises by it, its officers, agents, subcontractors, employees or invitees. Provided, however, it is understood that the indemnity provided by LESSEE as described in this paragraph shall not extend to intentional or negligent acts of LESSOR, its officers, or agents. In the event the intentional or negligent acts of LESSOR, its officers or agents, are not the direct and sole proximate cause for one hundred percent (100%) of the loss of claim, LESSEE shall be responsible to fulfill its obligations under this paragraph for the percentage of liability not attributable to LESSOR, its officers or agents.
14. Waste. LESSEE shall be responsible for any damage that may be caused to LESSOR'S property by the activities of the LESSEE, its employees, agents, contractors, and invitees under this Lease Agreement, and, shall exercise reasonable care in the protection of all improvements, timber and other property of LESSOR, which may be located on the Leased Premises or in the vicinity whereon, against fire or damage from any and all other causes. LESSEE, its employees, agents, contractors, and invitees shall exercise reasonable care in conducting the activities described above, and shall not, in any event, commit waste or allow waste to be committed.
15. Curing Default. Notwithstanding any provisions of this Lease Agreement containing a DEFAULT provision, any present or future holder of a mortgage or deed of trust securing 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 Agreement 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 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 other secured encumbrances and that, in the absence of such notice, LESSOR has no obligation whatever to notify any such holder of said encumbrance.


16. Quiet Possession. LESSEE shall have quiet and peaceful possession of the Leased Premises as long as compliance is made with the terms of this Lease Agreement. LESSEE covenants not to interfere with LESSOR or LESSOR's tenants that subsequently lease the 16th Section property burdened by this Lease Agreement. Additionally, LESSEE shall permit LESSOR and any tenants that subsequently lease the 16th Section property burdened by this Lease Agreement use of the Leased Premises.
17. Execution. 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 the LESSEE in any court of competent jurisdiction, then LESSOR shall have the right at its option, to terminate this lease; provided that LESSEE, its lenders or a bankruptcy trustee on behalf of LESSEE, as applicable, shall have a period of 180 days to cure following such execution, process or petition through (i) monthly payments of the rent required to be paid hereunder during such 180 day period and (ii) at the end of such 180 day period, payment of the remaining amount of annual rent due hereunder. This lease agreement shall terminate if an execution or process is levied upon the Leased Premises or if a petition of bankruptcy be filed by or against the LESSEE in any court of competent jurisdiction and, following such execution, process or petition, this lease agreement is rejected by LESSEE or a bankruptcy trustee, on behalf of LESSEE, as applicable.
18. Reservations. LESSOR reserves title to all oil or gas, coal, lignite or other minerals in, on, or under said Leased Premises, together with the right to enter and remove the same.
19. Timber. LESSOR reserves and excepts from said Lease Agreement all timber standing or growing on the Leased Premises, now or during the term of this Lease agreement, together with the right of ingress and egress upon the Leased Premises at will to plant, tend, harvest, or sell any part of said timber and to remove same. LESSEE shall not cut or permit the cutting, clearing, pruning or trimming of any timber for any purposes without the prior written approval of the Mississippi State Forestry Commission and the LESSOR.
20. Rights-of-Way. LESSOR reserves the right to grant or sell rights-of-way across the Leased Premises for roads, highways, railroads, fiber optic cables or any other utility line. Provided that any such roads, highways, railroads, fiber optic cables or utility lines be constructed in a manner so as not to interfere with LESSEE'S operations.

21. Recording. LESSOR will deliver this Lease Agreement to the Chancery Clerk of Madison County for recording, and LESSEE has herewith delivered to LESSOR a check in the sum of \$ _____ payable to such Chancery Clerk as recording fees.
22. Immunity. No provision of this Lease Agreement, whether requiring LESSEE to maintain insurance or to indemnify LESSOR or otherwise, shall be construed as a waiver by LESSOR of any provision of law related to governmental immunity.
23. Interpretation. The parties to this Lease Agreement acknowledge that this agreement has been drafted by both parties and any ambiguities shall not be construed against a single party.
24. Governing Law. This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi and that jurisdiction and venue for any actions arising from this Lease Agreement and any amendments hereto shall rest exclusively in the Chancery Court of Madison County, Mississippi.
25. Secretary of Suite. By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease Agreement in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the 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.
26. Supervisory Right. Secretary of State, as supervisory trustee, shall have the right to institute any action to enforce the terms of this lease Agreement in the event LESSOR fails to do so in a timely manner. In the event the Secretary institutes legal action to enforce the terms of this Lease Agreement, he shall have all rights as are conferred to LESSOR.
27. Additional Provisions. In this Lease Agreement contains an Exhibit "B." Any additional or special provisions to this Lease Agreement are set forth in Exhibit "B" and incorporated by reference as if copied fully herein. If there are no additional or special provisions, then Exhibit "B" shall state "NONE".
28. Entire Agreement. This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this agreement. This Lease Agreement contains Exhibits "A," and "B." If Exhibits "A," and "B" are not attached to this Lease Agreement, then this Lease Agreement shall be null and void.

WITNESS OUR SIGNATURES on this the _____ day of _____, 20 ____.

LESSOR:

**BOARD OF EDUCATION
MADISON COUNTY SCHOOL DISTRICT
TRUSTEES OF THE MADISON COUNTY
SCHOOL DISTRICT 16TH SECTION
LANDS TRUST**

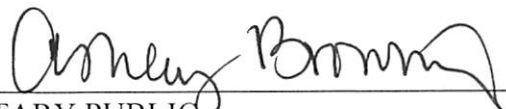
By: 
Samuel C. Kelly, President

ATTEST:


Ted Poore, Superintendent

STATE OF MISSISSIPPI
COUNTY OF Madison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 3 day of Sept, 2024, within my jurisdiction, the within named Samuel C. Kelly, and Ted Poore who acknowledged to me that they are President and Superintendent, respectively, of the Board of Education of the Madison County School District, Trustees of the 16th Section School Lands Trust, and that for and on behalf of the said 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: 5.3.25

[SEAL]



STATE OF MISSISSIPPI
COUNTY OF MADISON

NOTARY PUBLIC
COMMISSION EXPIRES

[Faint signature]

[Faint signature]
[Faint signature]

[Faint, mostly illegible text]

[Faint signature]
25. 3. 0



WITNESS OUR SIGNATURES on this the _____ day of _____, 20____.

LESSEE:

Mount Olympus Planting Company, LLC

By: _____
Name: _____
Its: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of _____, 2024, within my jurisdiction, the within named _____, who acknowledged to me that he/she is a Member of **Mount Olympus Planting Company, LLC**, a Mississippi Limited Liability Company, and that for and on behalf of the said Mount Olympus Planting Company, LLC, 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]

Reviewed and approved by the Madison County Board of Supervisors, this the ____ day of _____, 2024.

Gerald Steen, 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 _____, 2024, within my jurisdiction, the within named **Gerald Steen**, who acknowledged to me that he 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]

EXHIBIT A

A ONE HUNDRED FOOT (100') WIDE ACCESS EASEMENT being situated in the West ½ of the Southeast ¼ of Section 16, T8N-R1W, Town of Flora, Madison County, Mississippi, and being more particularly described as follows:

Commence at the Southeast corner of the aforesaid Section 16, T8N-R1W and run thence West along the South line of said Section 16 for a distance of 1,575.80 feet to a point on the South line of Parcel No. 051E-16D-002/00.00; said point being the POINT OF BEGINNING of the herein described one hundred foot (100') wide access easement; from said POINT OF BEGINNING, continue thence West along said South line of Section 16 and said South line of Parcel No. 051E-16D-002/00.00 for a distance of 101.50 feet to the Southwest corner of said parcel; leaving said South line of Section 16 and the South line of said parcel, run thence North 09 degrees 51 minutes 00 seconds East along the West line of said parcel for a distance of 1,556.00 feet to the Northwest corner of said parcel; said point also being on the West right-of-way of Pocahontas Road; leaving the West line of said parcel, run thence South 34 degrees 40 minutes 00 seconds East along said West right-of-way of Pocahontas Road for a distance of 142.63 feet to a point being one hundred feet (100') East of the West line of said parcel; leaving said West right-of-way of Pocahontas Road, run thence South 09 degrees 51 minutes 00 seconds West along a line being one hundred feet (100') East of and parallel to the West line of said parcel for a distance of 1,436.94 feet to the POINT OF BEGINNING, containing 3.44 acres, more or less.

EXHIBIT B

NONE

INDEXING: 50 feet of the East end of Lots 8, 9, 10 and 11, Block 23, Jones Addition to the Town of Flora.

Parcel #051E-16B-122/00.00

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

LESSEES:

Lacey Cohea and Terri Cohea
P.O. Box 408
Flora, MS 39071
Telephone: 601-668-8245

PREPARED BY:

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

16TH SECTION PUBLIC SCHOOL TRUST LANDS
OTHER PROPERTY LEASE CONTRACT

STATE OF MISSISSIPPI
COUNTY OF MADISON

THIS COMMERCIAL PROPERTY LEASE CONTRACT (hereinafter "Lease Contract"), made and entered into this the 3 day of Sept, 2024, by and between the **MADISON COUNTY, MISSISSIPPI, BOARD OF EDUCATION TRUSTEES OF THE MADISON COUNTY SCHOOL DISTRICT 16TH SECTION SCHOOL LANDS TRUST** (hereinafter "Lessor"), and **Lacey Cohea**

and wife, Terri Cohea, (hereinafter "Lessees"), 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 Lessees, and by the authority and under the direction of the Madison County, Mississippi, Board of Education, Lessor does hereby lease, let and rent unto Lessees the following described land (hereinafter "Leased Premises"), to wit:

50 feet off the East end of Lots 8, 9, 10 and 11, Block 23, Jones Addition to the Town of Flora, according to Covington's Map of said town, together with all improvements situated thereon.

1. **Term.** Subject to other provisions herein contained, the term of this Lease Contract shall be for forty (40) years, beginning on the 1st day of October, 2024, and terminating on the 30th day of September, 2064, (the "primary term"). For purposes of this Lease Contract, 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 Lessees to renew this lease for an additional or "secondary term" of twenty-five (25) years as provided in §29-3-69 Miss. Code Ann. (1972), beginning on the 1st day of May, 2064, and terminating on the 30th day of April, 2089, 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, Lessees must file with Lessor written notice of Lessees'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 Lessees 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.

2. **Annual Rent.** Lessees covenants and agrees to pay or cause to be paid to Lessor annually, on or before the Anniversary Date each year during the term hereof, annual rentals in advance. Payment of annual rentals shall be due on or before the Anniversary Date of this Lease Contract. The obligation of Lessees 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 Lessees agree that in the event of termination or

cancellation, any rental payment made during the term of this Lease Contract is not refundable, and Lessees waives any right or claim it may have to refund of rent paid. Rents shall be paid according to the following schedule:

<u>YEAR</u>	<u>ANNUAL RENTAL</u>
1-10	\$ 460.00
11-20	\$ As Adjusted Pursuant to Paragraph 3
21-30	\$ As Adjusted Pursuant to Paragraph 3
31-40	\$ As Adjusted Pursuant to Paragraph 3

In the event Lessees is delinquent in the payment of rent, Lessees shall pay a late charge equal to fifteen percent (15%) of the amount of rent past due for more than thirty (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, than a rate equal to five percent per annum above the discount rate, excluding any surcharge thereon, on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District in which Lessor is located, calculated according to actuarial method. Failure of Lessees to pay the annual rentals listed above shall constitute a breach of this Lease Contract.

3. Rent Adjustment Procedure.

A. Prior to the tenth (10th), twentieth (20th) and thirtieth (30th) anniversary dates of the commencement of this Lease, Lessor shall have a reappraisal made of the subject property and a re-determination of a reasonable annual rental for the property. 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 Lessees 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 Leased 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 may be referred to hereafter as the Statutory Procedure. The cost of the reappraisal shall be borne by Lessees, using an appraiser selected by Lessor.

The Lessor shall notify Lessees of the reappraisal in writing a minimum of ninety (90) days prior to said dates. The reappraisal shall establish the fair market value of the property and the fair return on value for rent. Buildings and other improvements on the property, which are not owned by Lessor shall be excluded from the reappraisal evaluation. The amount of the annual rental so determined as of the tenth (10th) anniversary date shall be paid annually for the next succeeding ten (10) years; the annual rental so determined as of the twentieth (20th) anniversary date shall be paid annually for the next succeeding ten (10) years; and the annual rental so determined as of the thirtieth (30th) anniversary date shall be paid annually for the balance of the Lease term.

i) Any adjustments of annual rental determined by the above-mentioned statutory appraisal procedure shall be binding upon the Lessor and Lessees.

ii) The annual rental 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.

B. Should the Statutory Procedure described in subparagraph (A) above result in an increase over the amount previously due, Lessees, by notice in writing given to the Lessor within fifteen (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:

(i) Lessees 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 Lessees'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, LESSEES SHALL FORFEIT THE RIGHT TO PURSUE THE ALTERNATE PROCEDURE, AND ANNUAL RENT DETERMINED UNDER THE STATUTORY PROCEDURE SHALL BECOME DUE AND PAYABLE.

(ii) The appraiser appointed by Lessees 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 Lessees'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.

(iii) 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.

(iv) The review appraiser shall report his opinion of annual fair market rent and such amount shall be accepted by Lessor and Lessees as the current fair market rental value of the Leased Premises.

C. If Lessees requests the Alternate Procedure, Lessees shall pay all fees and expenses of Lessees'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. Lessees'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 Lessees's appraiser must hold the same or a higher designation as held by Lessor's appraiser.

4. **Taxes.** Lessees 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 Lessees's interest therein; Lessees covenants and agrees to pay any and all survey costs and recording fees in connection with this Lease Contract 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 ad 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 Lessees under this lease, then Lessees 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. Lessees'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.

5. **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 Lessees and upon Lessees's failure to cure such default within said sixty (60) days, either with or without the process of law, to re-enter 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 Lessees liable for any unpaid rent or assessment to that time. As to all other conditions, covenants, and obligations imposed on Lessees

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 Lessees 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.

6. **Remedies.** In the event of any forfeiture, default, or cancellation of this Lease Contract or termination of the term therefore aforesaid, Lessees 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 Contract 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 Contract had not been made. At Lessor's option, Lessees shall be required to remove all Lessees-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 Lessees's non-fulfillment or non-performance of the terms and conditions of this Lease Contract, including costs for removing Lessees-owned improvements.

Immediately upon the termination of this Lease Contract, 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. At Lessor's option, Lessees shall remove all of Lessees's property within thirty (30) days of Lessor's repossession. Lessees shall be subject to the accrual of rent during the said thirty (30) day period.

7. **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 Contract 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. Lessees 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 Lessees/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.

8. **Assignment and Sub-Leasing.** Provided Lessees is not in breach of this Lease Contract, Lessees may, upon payment of a \$200.00 transfer fee to Lessor and obtaining Lessor's written approval, assign this Lease in its entirety, whereupon the Lessees shall be relieved of all obligations accruing subsequent to the assignment. Lessees shall file a written request for approval of assignment with the Madison County, Mississippi, Board of Education, 476 Highland Colony Parkway, Ridgeland, MS 39157. Said assignment request shall include a true copy of the instrument evidencing such transfer and the Assignee's current address and telephone number. Additionally, any assignee of this Lease Agreement must agree to be bound by all terms, conditions, covenants, and obligations of the Lease Agreement and no partial assignments shall be permitted. Lessees is expressly prohibited from sub-leasing the Leased Premises without the express written consent of the Lessor, which may be withheld in its sole discretion. Sub-Leasing of the Leased Premises without the notice and prior written approval of Lessor shall be considered a material default under this Lease Contract.

9. **Regulatory Compliance.** Lessees shall comply with all applicable laws, rules, and regulations concerning Lessees's use of the Leased Premises and/or obligations under this Lease Contract. 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 Lessees use, Lessees shall be responsible for all mandated remediation and monitoring with this obligation to survive termination of this Lease Contract. Notwithstanding the requirements of this paragraph, Lessees:

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) Lessees'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.

10. **Environmental Accidents.** Lessees 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. Lessees 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 Lessees. Nothing in this paragraph shall place any duty of cleanup or remediation of the Leased Premises upon Lessor, with those duties belonging exclusively to Lessees. Lessees shall be responsible for all mandated remediation and monitoring with this obligation to survive termination of this Lease Contract.

11. **Breach of Lease Contract.** If Lessees breaches any of the provisions of this Lease Contract and fails to cure the same after sixty (60) days written notice from the Lessor, then Lessees, in addition to any other damages for which it may be responsible, shall pay Lessor, its reasonable costs and expenses in enforcing the Lease Contract, including but not limited to, fees charged by attorneys, expert witnesses, surveyors and appraisers.

12. **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

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 Lessees: Lacey Cohea and Terri Cohea
P.O. Box 408
Flora, MS 39071
Telephone: 601-668-8245

13. **Insurance.** Lessees shall maintain contractual and comprehensive general liability insurance with a company acceptable to Lessor and the Secretary of State, with a minimum combined single limit of liability of one million dollars (\$1,000,000.00) [and the members of Lessees shall collectively maintain a similar policy or self-insure for an excel limit of liability of one million dollars (\$1,000,000.00)] for personal injuries or death of persons or destruction of property arising out of its operation, use or occupancy of the Leased Premises. Lessees shall furnish proof of insurance (or self-insurance for Lessees's members, if applicable) to Lessor, shall keep this insurance (or self-insurance for Lessees's members, if applicable) in full force and effect, and shall furnish Lessor notice if the coverage is placed with another insurance company (or if the self-insurance for Lessees's members is managed by another company, if applicable). The amount of this instrument shall be adjusted for inflation every ten years on each tenth anniversary of this instrument according to the procedures then set forth by the Office of the Secretary of State of Mississippi.

14. **Indemnification.** Lessees 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 Lessees's exercise of its rights under this Lease Contract and/or resulting from the actions or omission of Lessees in connection with its presence on or any use of the Leased Premises by Lessees, its officers, agents, subcontractors, employees or invitees. Provided, however, it is understood that the indemnity provided by Lessees 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, Lessees shall be responsible to fulfill its obligations under this paragraph for the percentage of liability not attributable to Lessor, its officers or agents.

15. **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 Lessees'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 Lessees 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 Lessees from the full and faithful performance of Lessees's obligations under this Lease Contract or from any liability for non-performance or constitute a waiver of any right of Lessor against Lessees. 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 Lessees; 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 Leased Premises 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 Lessees and likewise assume all responsibilities of a Lessees as if such purchaser or transferee had initially been a Lessees under this Lease Contract.

16. **Waste.** The Lessees shall be responsible for any damage that may be caused to Lessor's property by the activities of the Lessees 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 Lease Premises or in the vicinity thereof, against fire or damage from any and all other causes. Lessees shall further comply with all applicable laws, rules and regulations concerning Lessees'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 Lessees 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 Lessees 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 Lessees. In the event of contamination of soils, air or water arising out of any Lessees use,

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

18. **Bankruptcy or Judgments.** Lessees 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 Lessees in any court of competent jurisdiction, Lessor shall have the right, at its option, to cancel this Lease Contract. Lessees further covenants and agrees that this Lease Contract and the interest of Lessees 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 Lessees.

19. **Condemnation.** If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unsuitable for Lessees's normal business activity, should be condemned for any public use or conveyed under threat of condemnation, then this Lease Contract 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 Lessees, except to the extent the award fairly represents the value of improvements which are the property of the Lessees. It is provided, however, that nothing herein shall preclude Lessees 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.

20. **Classification/Use.** The lands herein have been classified as Other in accordance with §29-3-31, et seq., Miss. Code Ann. (1972), as amended. Lessor warrants that the Leased Premises shall be permitted to be used for a commercial business 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.

Lessees 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.

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

22. **Buildings or Improvements.** While this Lease Contract continues in force and effect, Lessees shall have the unrestricted right to remove, change, alter, modify, add to or subtract from any of Lessees's fixtures on the land as the Lessees 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 Lessees's fixtures or improvements. If any of Lessees's improvements are removed, the Lessees 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. Lessees shall have the right to construct new or replacement buildings or structures on the leased premises. In the event construction is contemplated, Lessees 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 Lessees will not make any alteration upon the Leased Premises without the express written consent of Lessor and that Lessees 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 Lessees permit the same to be used for any immoral or unlawful purpose. Lessees 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.

23. **Diligence.** The Lessees shall be responsible for any damage that may be caused to Lessor's property by the activities of the Lessees 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.

24. **General Duties of Lessees.** Lessees 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 Contract 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 Contract, with improvements to be in the condition as herein specified.

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

F. To maintain the Leased Premises at all times in a clean, neat and orderly manner, free of waste materials, and to keep grass and other vegetation clipped.

25. **Reservation.** 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 Lessees's operations on the Leased Premises.

26. **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 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 Lessees's operations. This, however, is not to prevent Lessees from collecting from any utility company for any damage which may be sustained by Lessees in the construction, operation or maintenance of utilities on such right of way or easement.

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

28. **Immunity.** No provision of this Lease Contract, whether requiring Lessees 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.

29. **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.

30. **Definition of Lessees.** It is further stipulated and agreed that wherever the word "Lessees" is used herein, it is intended and shall be deemed, to include and shall be binding upon Lessees's members, agents, servants, employees, contractees, invitees, licensees, and guests.

31. **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.

32. **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 Contract 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.

33. **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.

34. **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 herein.

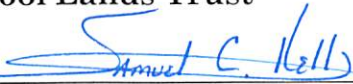
35. **Zoning Ordinances and Restrictions.** This Lease Contract is subject to the Zoning Ordinances of Madison County, Mississippi and those Restrictive Covenants attached hereto as Exhibit "C", which covenants shall be in full force and effect as to the property leased herein.

37. **Surrender and Quitclaim.** In consideration for this Lease Contract, Lessees does hereby release, assign, quitclaim and convey unto Lessor all of its right, title and interest in those certain lease instruments recorded in Book 177, Page 75, as assigned in Book 161, Page 289, as to the portion of the Leased Premises covered by each of these instruments.


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: 
Samuel C. Kelly, President

ATTEST:


Ted Poore, Madison County
Superintendent of Education

LESSEES:

Lacey Cohea

Terri Cohea

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 3 day of Sept, 2024, within my jurisdiction, the within named **Samuel C. Kelly** and **Ted Poore**, 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.

Ashley Browning

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 _____, 2024, within my jurisdiction, the within named **Lacey Cohea** and wife, **Terri Cohea**, who acknowledged to me that they executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission Expires:

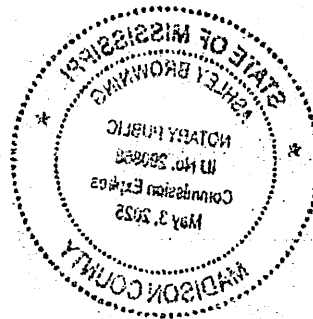
[SEAL]

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2023

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Reviewed and approved by the Madison County Board of Supervisors, this the ___ day of _____, 2024.

Gerald Steen, 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 _____, 2024, within my jurisdiction, the within named **Gerald Steen**, who acknowledged to me that he 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]