

Descriptor Term:

EBHD

16TH SECTION LAND - HUNTING/FISHING LEASE – MINIMUM BID/ADDITIONAL DEPOSIT REQUIRED/SEPARATE ACKNOWLEDGEMENT OF FOREST LAND PURPOSE AND MANAGEMENT/STRATEGIC BUILDING PLAN OF DISTRICT RIDER

ISSUE DATE: 6-2-03
Revised: 3-14-16
3-13-17

Sixteenth Section lands available for leasing for hunting and fishing purposes will be advertised for bids by the Jackson County Board of Education as required by statutory law with a minimum bid of five dollars (\$5.00) per acre annually for the term of the lease. Other bids offered below this sum will not be considered by the Board for leasing purposes. All other legal and policy procedures are to be met by the proposal.

1. Mandatory Contractual Deposit

All hunting and fishing leases of the Jackson County School District shall include a provision requiring that all lessees will deposit with the school district a sum equal to the estimated ad valorem taxes due on said leased premises for one year at the beginning of the lease contract.

The purpose of said deposit will be to cover the ad valorem taxes due the following year after the expiration of the lease and/or said amount may be used to pay any delinquent annual rental amounts. The deposit of such funds shall in no way affect and/or modify the default provisions of the lease contract, and failure to pay taxes or lease payments as and when due shall be a default thereof notwithstanding the deposit of said funds, which shall in the sole discretion of the school district shall be used and applied to outstanding balances upon default or at the end of the lease agreement. All deposited funds not applied to the payment of delinquent lease fees or taxes shall be refunded to the lessee.

Each Jackson County School District hunting and fishing lease contract shall contain the following provision:

Contractual Deposit. Lessee will also deposit \$ _____, a sum equal to the estimated ad valorem taxes due on the leased premises herein described for one year with the Jackson County School District at the beginning of this Lease Contract in order to cover the ad valorem taxes due the following year after the expiration of the lease and/or said amount may also be used to pay for any delinquent annual rentals. Should Lessee fail to pay its annual rental or ad valorem taxes as and when due, these funds may be expended by the 16th Section Trust to pay any taxes on the lease or any delinquent lease payments. Failure to pay taxes or lease payments as and when due will constitute a default, notwithstanding the use of the deposited funds to pay said taxes or delinquent lease payments. All deposited funds not applied to the payment of delinquent lease fees or taxes will be refunded to the Lessee.

All bid packages shall advise prospective lessees of this policy.

2. Mandatory Forest Land Purpose and Management Acknowledgement

Each Jackson County School District hunting and fishing lease shall contain a separate acknowledgement that the Lessee understands that the leased acreage covered by the lease contract is classified as Forest Land as provided by law and that the Lessor holds the same for the purpose of planting, growing, protecting, maintaining, conserving and harvesting therefrom trees, timber, pulpwood and other forest products for the benefit of the students of the school district. Such separate acknowledgment shall also include language stating that management of the leased acreage is conducted by the school district through an agreement with the Mississippi Forestry Commission and that Lessee's exercise of any of its rights under the lease contract shall in no way impede or hinder the Lessor and its agents from carrying out or exercising any

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management tool, technique and/or practice necessary to fully exploit the leased premises as forest land. The acknowledgement should also provide that the

Lessee understands that all of the Lessee’s rights under the lease contract shall be at all times subordinate to the Lessor’s basic and primary rights to manage the leased premises in the manner recommended and carried out by the Forestry Commission, which may include the exercise and execution of any management tool, technique or practice during the winter months and deer season.

Each Jackson County School District hunting and fishing lease shall contain the following provision which must be separately acknowledged by the Lessee:

Lessee’s Separate Acknowledgement- of Forest Land Purpose and Management

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

Separately acknowledged by Lessee this day. _____ (Lessee initials) _____ (Date)

3. District Strategic Building Plan Rider

Each hunting and fishing lease contract of the Jackson County School District which provides for the lease of acreage which is included in the district’s strategic building plan shall include a lease rider with the following language.

“The Lessee further recognizes, understands and acknowledges that in addition Forest Lands purpose as set forth in paragraph 4 herein, the subject leased premises also includes land which the Jackson County Board of Education has included in its strategic building plan for the district.

Therefore, Lessee’s exercise of any of its rights under this agreement shall in no way impede or hinder Lessor in the full development, use, protection and enjoyment of said land for such purposes, and if it becomes necessary, expedient or advisable for the Lessor to prohibit, curtail, or suspend all hunting and/or fishing on the leased premises, Lessor shall have the right to do so upon written notice thereof to Lessee, or Lessor may cancel this lease as herein provided.”

All bid packages of such hunting and fishing acreage shall advise prospective lessees of this policy.