FOR LEASE

BLACK PRAIRIE WILDLIFE MANAGEMENT AREA
LOWNDES COUNTY, MISSISSIPPI

APPROXIMATELY 1,580 ACRES, MORE OR LESS (Farm# 4135)

BIDS DUE
TUESDAY, JANUARY 9TH, 2018 AT 11:00:00 A.M.

THE DEPARTMENT OF FINANCE AND ADMINISTRATION, acting through
THE BUREAU OF BUILDING, GROUNDS AND REAL PROPERTY MANAGEMENT
in conjunction with
THE DEPARTMENT OF WILDLIFE, FISHERIES AND PARKS
WILL LEASE
BY SEALED BID
FARMLAND OWNED BY
THE DEPARTMENT OF WILDLIFE, FISHERIES AND PARKS
SITUATED IN
LOWNDES COUNTY
MISSISSIPPI

* * * * *

The Department of Wildlife, Fisheries and Parks and
The Department of Finance and Administration,
acting through the Bureau of Building, Grounds and Real Property Management
shall have the authority to reject any and all bids

BIDS WILL BE OPENED AT THE FOLLOWING ADDRESS
FOR MORE INFORMATION WRITE:

Bureau of Building, Grounds and Real Property Management
Division of Real Property Management
1401 Woolfolk Building, Suite B, 501 North West Street
Jackson, Mississippi 39201
or call
601/359-3621

MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS

BLACK PRAIRIE WILDLIFE MANAGEMENT AREA

(FARM #4135)

Information and Instructions for Bidders

For January 9, 2018 Bids Opening at 11:00 A.M.

Mail Inquiries To:

Real Property Management
Bureau of Building, Grounds and Real Property Management
Suite 1401 Woolfolk Bldg. Suite B
501 North West St.
Jackson, MS 39201

Bids Will Be Opened At:
Bureau of Building, Grounds and Real Property Management
Suite 1401 B Woolfolk Building (14th Floor)
501 North West Street (parking is limited)
Jackson, Mississippi

BLACK PRAIRIE WMA (FARM # 4135)
FARM LEASE FOR AGRICULTURE FIELDS
ON THE AREA

WILDLIFE, FISHERIES, AND PARKS LAND LEASING

LEASE CONTRACT OF MISSISSIPPI WILDLIFE MANAGEMENT AREA LAND FOR CASH RENT

THE DEPARTMENT OF FINANCE AND ADMINISTRATION, Acting through the BUREAU OF BUILDING, GROUNDS AND REAL PROPERTY MANAGEMENT in conjunction with THE DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS LESSOR.

TO

_____

_____

LESSEE

This contract made and entered into on this the_____day of_____2018 by and between the Bureau of Building, Grounds and Real Property Management, 1401 Woolfolk Building, Suite B, 501 North West Street, Jackson, Mississippi 39201, hereinafter referred to as Lessor, and_____whose address is _____and Telephone Number _____, hereinafter whether one or more entities will be referred to as "LESSEE".

WITNESSETH: _____

CONDITIONS OF LEASE:

1. The LESSOR, by virtue of Senate Bill 2039, Mississippi Legislature of 1980, and by order of the Bureau of Building, Grounds and Real Property Management, authorizing the execution of this Lease at a meeting duly called and held on the date mentioned hereafter, and entered upon the minutes of the Office of General Services, and pursuant to advertisement for the leasing of the land hereinafter described in the manner, form and for the time prescribed by law, as shown by proofs of publication now on file at the office of the LESSOR, and the LESSOR having found that the LESSEE's bid is the highest and best bid and that at least two bids were received, does hereby rent, lease and farm let unto the LESSEE the following described farm lands of the State of Mississippi, Department of Wildlife, Fisheries, and Parks located and being situated in LOWNDES County, Mississippi, to wit:

   The tract of land listed above is generally described on "Map 1" hereto attached. This is a lease by Farm Number (Farm # 4135) and not by the acre. The LESSOR does not warrant the number of acres of land in the respective farm unit.

2. The land which is the subject of this Lease is approximately 1,580 acres of agricultural fields located within the Black Prairie Wildlife Management Area, in Lowndes County, Mississippi. Maps of these fields are enclosed and additional maps and information may be obtained from the Department of Wildlife, Fisheries, and Parks, contact Chad Masley at (662) 322-7990.

   We suggest all bidders contact the Lowndes County Farm Service Agency Office to determine the allotted base acreage on the above tract of land. The Department does not warrant the number of acres, or crop bases.

3. The LESSEE will agree that, no aerial application of herbicide will be administered unless approved in writing by the Department of Wildlife, Fisheries, and Parks.

4. The LESSEE shall remove all equipment containers of all types, together with the contents thereof, and any other items, employees or agents placed on leased property by lessee at the end of the Lease. Any personal property remaining on the leased property shall, at the option of the LESSOR, become property of the LESSOR and shall be disposed of in any manner convenient to the LESSOR. However, any costs associated with returning the property to the pre-Lease condition shall be the responsibility of the LESSEE, up to and including removal of any abandoned personal property of the LESSEE

5. The term of this Lease shall be for a period of one (1) year, commencing on the date first listed herein and expiring exactly one (1) year from that date. However, LESSEE may only utilize the land for farming between the dates of February 1 and November 15.

6. If, prior to the expiration of the primary term of this Lease, LESSOR shall decide to re-lease the subject property, LESSEE, at the option of LESSOR, shall have the right to renew the existing Lease under the same terms and conditions as set forth herein for an additional term of one year. At the end of the second term, if granted, LESSEE may again request the renewal of the lease for a third (3rd) term. At the end of the third (3rd) term, if granted, LESSEE may again request the renewal of the lease for a fourth (4th) term. At the end of the fourth (4th) term, if granted, LESSEE may again request the renewal of the lease for a fifth (5th) term. In order to exercise this right of renewal, LESSEE must do the following:

   a. LESSEE must serve a request, in writing, upon the LESSOR, expressing LESSEE's desire to renew the lease and requesting permission, in writing, from LESSOR to do so; this shall be done prior to December 1.

   b. Rent of prior terms must be paid in full;

   c. LESSEE must have met all Lease conditions during prior terms;

d. Annual rental for the renewal term must be made to LESSOR no later than December 1.

The LESSEE may request renewal of this lease for four (4) additional one year terms, only. In no event shall the total term of the Lease, including primary and renewal terms, exceed a total of five (5) years.

e. The renewal provisions of this Lease are not automatic and are subject to the prior acceptance and approval of the Mississippi Department of Wildlife, Fisheries, and Parks and the Mississippi Department of Finance and Administration

7. LESSEE understands and agrees to plant on said lands only a grain crop as approved by the LESSOR. LESSEE will not engage in any fall tilling, unless specifically requested by LESSOR, or if requested, in writing, by the LESSEE and with the prior written approval of the LESSOR. Any violation of this provision may result in the termination of this lease and any remaining term under this lease and could result in LESSEE being disqualified from bidding on any future lease of these premises for agriculture.

8. LESSEE shall not cut or remove from said land any timber now standing or growing thereon.

9. LESSEE acknowledges that LESSOR has engaged in tree planting efforts on these lands, and LESSEE specifically agrees to pay for any damage of any kind to said trees, including but not limited to that caused by the application by LESSEE and/or his agents of pesticides and/or other agricultural chemicals.

10. The LESSOR retains all wildlife rights including the right to allow hunting and/or fishing, and access for the public.

11. This Lease is subject to all easements or rights-of-way of record or by prescription.

12. The LESSOR reserves the right of ingress and egress on said land.

13. The LESSEE assumes all risk of loss, damage or injury, by fire or otherwise, to person or property, and releases the LESSOR, officers, agents, employees, or otherwise from all claims for such loss, damage or injury sustained by the LESSEE or any person whomsoever, whether caused by negligence of the LESSOR, its officers, agents or otherwise, and the LESSEE agrees to indemnify and hold harmless the LESSOR, its officers, agents, employees or otherwise against all claims for such loss, damage, or injury sustained by the LESSEE or any person whomsoever. LESSEE may be allowed to control the defense of any such claim, suit, etc. LESSEE shall be solely liable for all reasonable costs and/or expenses associated with such defense and the LESSOR shall be entitled to participate in said defense. LESSEE shall not settle any claim, suit, etc., without the LESSOR's concurrence, which the LESSOR shall not unreasonably withhold. LESSEE shall furnish proof of, or shall procure, a policy of comprehensive general liability insurance to cover any potential liability of the LESSEE for its operations under this lease.

14. The LESSEE agrees to pay the LESSOR all costs of enforcing any of the covenants of said lease, including, but no limited to, reasonable attorney's fees, court and litigation cost and travel expenses related thereto, should the LESSEE breach this contract or any condition thereof.

15. If the LESSEE should fail to cultivate the lands as herein agreed, or should fail to keep any covenants of this Lease, without the written consent of the LESSOR, and after a written notice and a reasonable opportunity to cure is provided by LESSOR, or LESSEE shall file for, or be declared bankrupt, or be placed in receivership or reorganization, then this Lease shall at the election of the LESSOR, be null and void.

16. It is understood and agreed that this is solely an agricultural lease and the lands may be used for only such purposes by the LESSEE. The State of Mississippi reserves all rights to all gas, oil, coal, sand, gravel, and other minerals whether similar or dissimilar to minerals named herein.

17. For the use and occupancy of the above described lands, the LESSEE agrees and promises to pay to the LESSOR_____Dollars ($_____) for the rent on said land, the LESSEE shall pay upon the execution hereof the sum of $_____ being the amount of rent due, in advance for the year 2018, or the unexpired portion thereof.

18. It is agreed that this Lease Contract shall not be transferred or assigned or the property sub-let by the LESSEE without the written consent of the LESSOR. If for any reason the LESSEE shall abandon this lease and remove from said tracts prior to the expiration hereof, this lease shall be terminated at the option of the LESSOR and shall be henceforth null and void, and the LESSOR shall have the right to enter upon and take possession of said land and to again lease the same as provided by law. LESSOR shall have the right to seek full restitution from the LESSEE for all damage sustained, resulting from the breach of contract referred to in this paragraph.

19. The LESSEE agrees to pay the rental herein stipulated promptly when due, but if the LESSEE shall fail or refuse to pay said rental promptly when due, then the LESSOR shall have the immediate right to cancel this lease contract and to re-enter and re-take possession of the land herein leased. The re-entering and re-taking of said land shall not relieve the LESSEE from the payment of rentals in accordance with the terms of this contract; except the LESSOR shall re-advertise the said lands for rent for the balance of the term of this lease contract, which said rentals, if said land is released, shall be credited against the indebtedness owing by the LESSEE herein under the terms of this lease contract.

20. Should the LESSEE have unharvested crops on the land on the expiration of this lease contract, he shall have the right to enter on said land for the sole purpose of harvesting said crops, provided he is prompt and diligent in the harvest of his crops. LESSEE agrees

that in consideration of the right to harvest crops after the expiration of this lease contract that he will not interfere with the preparation of said land for planting and that land preparation shall take precedence over the right of harvest, and he will be at most a tenant at will.

21. LESSEE agrees to make payment of rent to the Mississippi Department of Wildlife, Fisheries and Parks. Checks should be made payable to the DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS and a certified check in the full payment of rental shall be delivered at the bid opening. No cash payment will be accepted.

22. The LESSEE will not file any claims against the Department of Wildlife, Fisheries, and Parks because of crop damages resulting from wildlife depredation or public use of the area.

23. The parties hereto agree that although this Contract is to be performed in Lowndes Counties, Mississippi, the LESSOR and LESSEE agree that any action brought to enforce the terms of conditions of this Lease shall be brought in The First judicial District of Hinds County, the seat of Government of the State of Mississippi. The LESSEE waives any right which he has to be sued in the county of his residence. LESSEE, by execution of this lease, waives his right to be sued in the Courts of the County of his residence and hereby appoints the Secretary of State for the State of Mississippi, as his agent to receive process for him if he be not found in the county where suit is filed.

24. The Lands hereby leased shall be liable to be taxed as other lands are taxed during the continuance of this lease including the year 2018 and LESSEE hereby agrees to pay the same as and when due. In addition to all other remedies now granted by law for collection of delinquent taxes, LESSEE hereby subjects himself to the jurisdiction of the circuit or any justice court of the County in which the leased lands are situated where taxing authorities of such districts may file suit to obtain judgment against the LESSEE for any unpaid taxes due hereunder together with penalties, interest, court costs, and reasonable attorneys fee. LESSEE grants unto the taxing authorities of the taxing Districts in which the leased lands are situate a lien upon all crops grown and produced on said lands by LESSEE during any year of the continuance of this lease when such taxes remain due and unpaid, such lien to be superior to all other liens on said crops as is now provided by law for landlord's liens.

25. LESSOR shall mail a true copy of this lease to the tax assessor of the taxing districts in which the leased lands are located within thirty (30) days after the execution of this lease.

26. Either party may terminate this Lease at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination, except that termination for failure to keep the covenants of this Lease to the satisfaction of the LESSOR shall not occur without the LESSOR first giving the LESSEE notice in writing of such failures and a reasonable opportunity to cure such failures.

Special Terms and Conditions of Lease

1. THE LESSEE will agree to leave the already established 30 – 120-foot border fallow (NOT DISKED) around the border of all crop field units. Acreage available for row cropping is approximately 1,580 acres.

2. The LESEE shall utilize management practices which encourage crop productivity and are environmentally conscious as recommended by Mississippi State University Extension Service.

3. The LESEE shall perform soil tests on each field every year and follow fertility recommendations by the Mississippi State University Extension Service or a reputable soil testing laboratory within the state of Mississippi or otherwise approved by the lessor. Fertility recommendations should be generated for the specific crop grown, preceding that specific growing season. Supplemental nutrients shall be applied using fertilizer sources, application methods and timing which encourage productivity and are environmentally conscious as recommended for the specific crop by the Mississippi State University Extension Service. The LESEE shall provide a copy of the soil test results to the LESSOR.

4. The LESEE shall implement a weed control program, particularly targeting noxious weed species if present, which effectively controls undesired weed species, so that future weed regeneration potential is minimized. The weed control program can utilize either labeled herbicides for specific cropping use or tillage practices. This weed control program should limit the potential for soil erosion.

5. The weed control program should not utilize herbicides with crop rotation restrictions preventing planting an approved crop the subsequent growing season, unless written permission is granted by the lessor.

6. The use of any chicken waste or materials coming from chicken houses is prohibited.

7. The LESEE should utilize tillage programs, weed control programs and cropping systems which limit soil erosion, according to USDA standards.

8. The LESEE shall utilize pest management programs when pest species exceed threshold level as recommended by the Mississippi State University Extension Service. Applicators should apply insecticides for a specific use according to labeled instructions in order to minimize potential harm to non-target animals, birds, and fish.

9. For any crops not harvested per the terms of this lease by November 15, LESSEE shall pay liquidated damages in an amount of One Dollar ($1.00) per acre, times the total number of acres planted (as certified by the FSA), per day, beginning November 16 and running until all crops are harvested as per the terms of this lease.

10. Waiver. Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power thereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Contract.

11. Record Retention and Access to Records. Farm Lessee shall maintain, and shall make available to MDWFP or any state agency authorized to audit MDWFP, financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Contract. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the State or Federal Government has begun that is not completed at the end of the three (3) year period, or if audit findings, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

12. Compliance with Laws. Farm Lessee shall comply with all applicable laws, regulations, policies and procedures of the United States of America or any agency thereof, the State of Mississippi or any agency thereof and any local governments or political subdivisions that may affect the performance of services under this Contract. Specifically, but not limited to, Independent Contractor shall not discriminate against employee nor shall any party be subject to discrimination in the performance of this Contract because of race, creed, sex, age, national origin or disability.

13. Modification or Amendment. Modifications, changes or amendments to this Lease Contract may be made upon mutual agreement of the parties, in writing, signed by the parties hereto, and approved by the Public Procurement Review Board.

14. Bids will be for all cultivatable land located on Black Prairie Wildlife Management Area. Farm parcels will not be subdivided.

15. An equipment storage building is provided to the LESEE, for which all equipment items must be stored when not in use (see attached map). The LESEE must keep this building in good working order to provide safe working conditions. The LESEE will be responsible for repairing any damages that occur to this building during the duration of the contract.

16. All infrastructure roads must be maintained by the LESEE and kept in a manner similar to the condition the LESSOR has provided. All ruts must be filled and leveled.

17. The LESSEE represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department

Of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The LESSEE agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. The LESSEE further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The LESSEE understands and agrees that any breach of these warranties may subject the LESSEE to the following: (a) termination of this Lease and ineligibility for any state or public contract or lease in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the LESSEE by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such cancellation/termination, the LESSEE would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit."

18. LESSOR may reject any and all bids. A bidder must be satisfactory to the LESSOR in order to be selected for a Lease. The following list of situations may disqualify a low bidder from being considered for a Lease:

    a. Failure to comply with bid requirements.
    b. Bidder is in arrears in an existing Lease contract with the LESSOR or another state agency.
    c. Bidder is, or anticipates being, in litigation or arbitration with LESSOR or another state agency.
    d. Bidder has defaulted on a previous Lease with LESSOR.

The following maps provide information regarding the land to be leased.

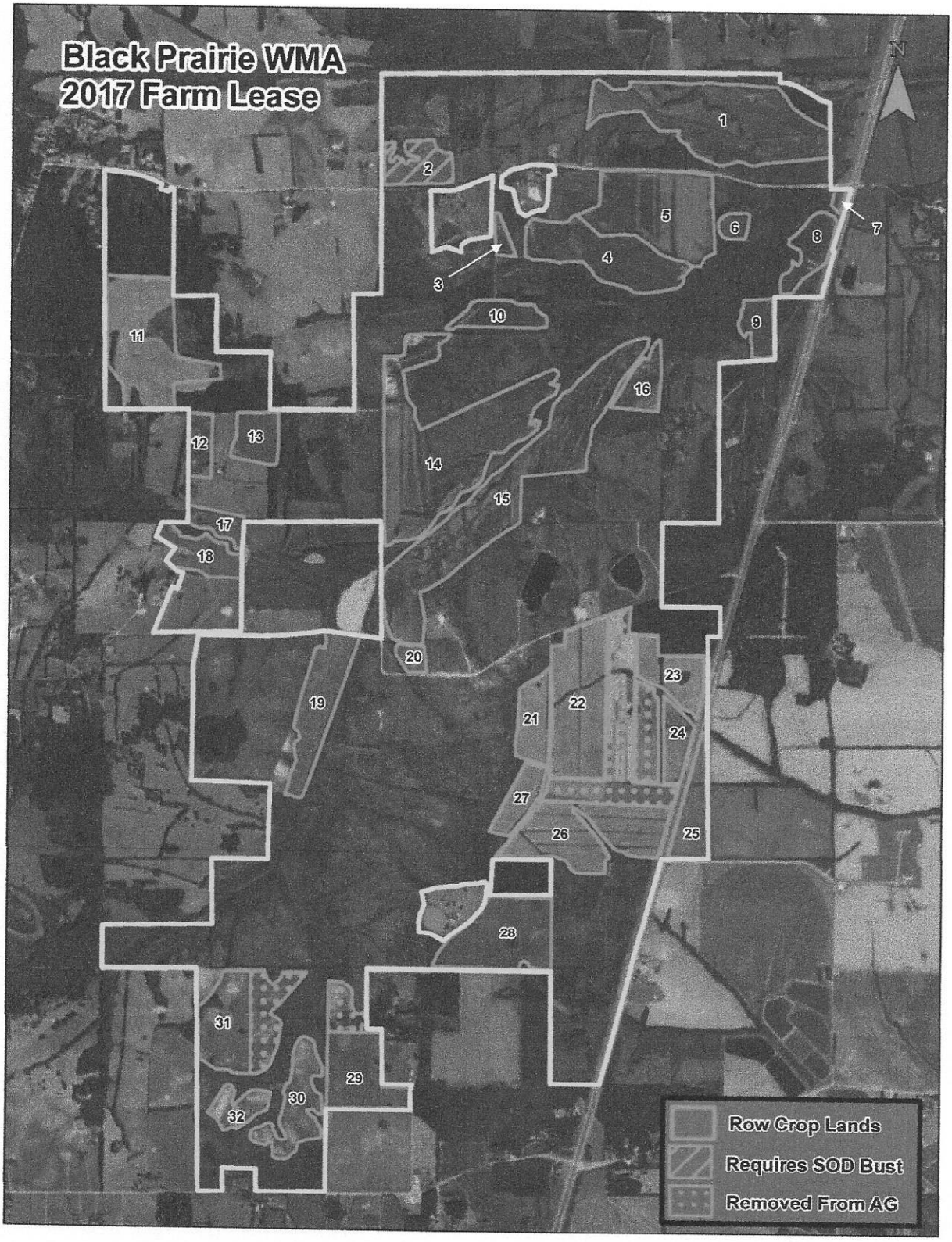
Map 1 shows shape, location, and distribution of the agricultural fields to be leased within the Wildlife Management Area.

Map 2 shows the general location of the Wildlife Management Area.

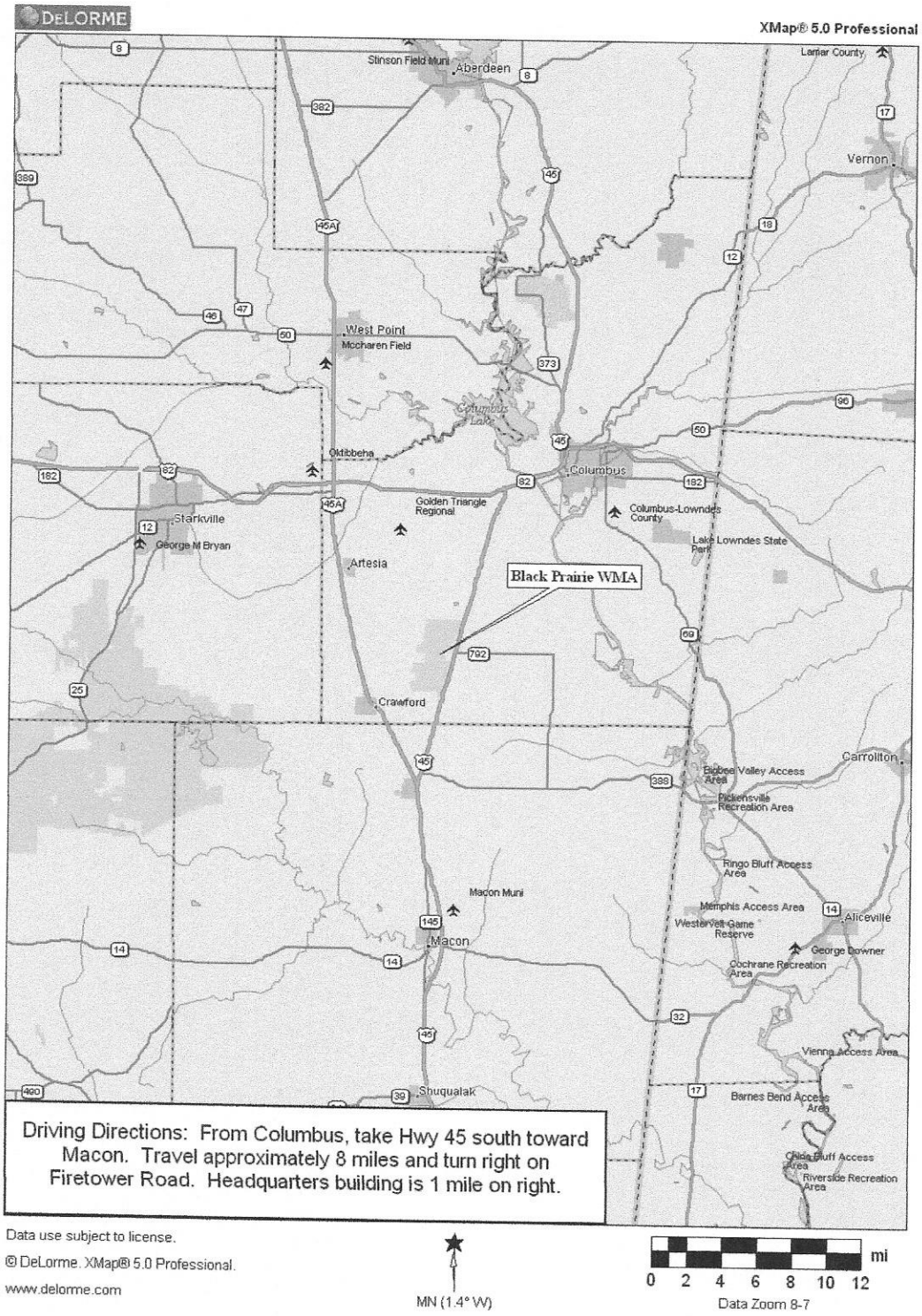
For additional information on location of the Wildlife Management Area, or location of agricultural fields within the area, contact:

Amy Blaylock or Chad Masley
Mississippi Department of Wildlife, Fisheries, and Parks
1505 Eastover Dr.
Jackson, MS 39211
601-432-2199

Map 1: Shape, location, and distribution of the agricultural fields to be leased within Black Prairie Wildlife Management Areas.



Map 2: The general location of Black Prairie Wildlife Management Area.



LESSOR

DEPARTMENT OF FINANCE AND ADMINISTRATION Acting through the BUREAU OF BUILDING, GROUNDS AND REAL PROPERTY MANAGEMENT

BY: _____
Bureau of Building, Grounds and
Real Property Management Director

BY: _____
DFA Special Assistant Attorney General (approved as to form)

DEPARTMENT OF WILDLIFE,
FISHERIES, AND PARKS

BY: _____
Dr. Sam Polles, Executive Director

LESSEE

BY: _____

_____

The above and foregoing Lease Contract is hereby approved, ratified, and confirmed pursuant to the Public Procurement Review Board of the State of Mississippi, approving this Contract upon its Minutes at a meeting duly called and held on the _____day of _____, 2018, in the City of Jackson, Mississippi.

Signed this the_____day of _____ , 2018

_____

Real Property Management

(Lessor's acknowledgment)

STATE OF MISSISSIPPI

COUNTY OF HINDS

On this the _____day of _____, 2018, before me, the undersigned Notary, personally appeared, _____ _____as Director of the Bureau of Buildings, Grounds and Real Property Management / Department of Finance and Administration, acknowledged that he executed, signed and delivered the above and foregoing instrument, being authorized so to do, for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

_____
NOTARY PUBLIC

My Commission Expires: _____

STATE OF

MISSISSIPPI

COUNTY OF HINDS

On this the _____day of _____, 2018, before me, the undersigned Notary, personally appeared, Dr. Sam Polles as Executive Director of the Department of Wildlife, Fisheries, and Parks, acknowledged that he executed, signed and delivered the above and foregoing instrument, being authorized so to do, for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

_____
NOTARY PUBLIC

My Commission Expires: _____

(Lessee's acknowledgment for one (or two) individual(s))

STATE OF

MISSISSIPPI

COUNTY OF _____

On this the_____day of _____ , 2018, before me, _____ , the undersigned Notary, personally appeared,_____ (and) _____ known to me, or satisfactorily proven, to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged that he/she/they executed, signed and delivered the above and foregoing Lease Contract for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

_____

NOTARY PUBLIC

My Commission Expires: _____

(Lessee's acknowledgment for a corporation)

STATE OF MISSISSIPPI

COUNTY OF _____

On this the _____day of_____, 2018, before me, _____, the undersigned Notary, personally appeared, _____ who acknowledged himself to be the _____of _____, and as such officer, acknowledged that (s)he executed, signed and delivered the above and foregoing instrument, being authorized so to do, for the purposes here contained.

In witness whereof, I hereunto set my hand and official seal.

_____

NOTARY PUBLIC

My Commission Expires:_____

SPECIAL INSTRUCTIONS TO BIDDERS

A bid must be submitted for the entire farm acreage described within this document. Conditions of the Lease are to be one (1) in duration for grain-type crop only. Rent will be cash in advance on the day the Lease is awarded. **All bids must be accompanied by a money order or certified or cashier's check for the full amount of rent bid.**

Sealed bids should be submitted to the Bureau of Building, Grounds and Real Property Management, 501 North West Street (Woolfolk Building), Suite 1401B, Jackson, Mississippi 39201, **no later than 11:00:00 a.m., Tuesday, January 9th, 2018.** Bids shall be delivered in a sealed, opaque envelope as

Name
Street
City, State Zip

Mississippi Department of Finance & Administration
Bureau of Bldg, Grounds and Real Property Management
1401 Woolfolk Bldg. Suite B
Jackson, MS 39201

Bid for Black Prairie WMA
2018 Wildlife Farmland
Farm # 4135

shown above:

NOTE: If you send a bid in a mail envelope, please ensure that a separate sealed, opaque envelope (as shown above) is inside with the bid information. If we cannot distinguish from the outside envelope if it is a bid or if not labeled, you take the risk of the bid accidentally being opened prior to the deadline.

For information and arrangements to inspect the lands offered for lease, contact Chad Masley at (601) 432-2199 between the hours of 8:00 a.m. and 5:00 p.m.

On Tuesday, January 9th, 2018 at 11:00:00 a.m. bids will be opened and considered and letting thereafter will be made to the highest and best bidder. Successful bidders will be notified in writing, and all bidders will be notified of the successful bid.

The Department of Finance and Administration, acting through the Bureau of Building, Grounds and Real Property Management in conjunction with the Department of Wildlife, Fisheries and Parks shall have the authority to reject any and all bids.

BID PROPOSAL FOR FARMLAND ON BLACK PRAIRIE WMA (Farm# 4135)
LOCATED IN LOWNDES COUNTY, MISSISSIPPI
DEPARTMENT OF WILDLIFE, FISHERIES AND PARKS
TUESDAY, JANUARY 9, 2018 AT 11:00:00 A.M.

NAME: _____

ADDRESS: _____

_____

TELEPHONE: _____

EMAIL: _____

TO: **Bureau of Building, Grounds and Real Property Management**
501 North West Street, Suite 1401 B
Jackson, Mississippi 39201

In response to your notice to bidders, published in newspapers having general circulation in the area(s) in which the land to be leased is located, and consistent with the Instruction to Bidders prepared by the Bureau of Building, Grounds and Real Property Management, I (we) hereby offer to lease the following lands:

BLACK PRAIRIE WILDLIFE MANAGEMENT AREA (FARM # 4135)

TOTAL BID AMOUNT: $_____

LEASE TERM: **One (1) Year, with four (4) possible renewal options at the discretion of the LESSOR**

CASH MUST BE PAID IN ADVANCE ON THE DAY THE LEASE IS AWARDED, AND A MONEY ORDER, CERTIFIED CHECK, OR CASHIER'S CHECK IN THE FULL AMOUNT OF RENT PROPOSED MUST ACCOMPANY THIS BID.

If a bidder is a corporation, please attach a statement that discloses the State of incorporation and full name of officers of said corporation with their mailing addresses.

If a bidder is a partnership, please attach a list of the full names of all partners and their mailing addresses.

I hereby acknowledge that I have read, understand, and agree to the conditions of this Lease, as described herein:

_____ _____
Signature **Date**

Miss. Code Ann. § 49-5-13

MISSISSIPPI CODE of 1972

*** Current through the 2013 Regular Session and 1st and 2nd Extraordinary Sessions ***

TITLE 49. CONSERVATION AND ECOLOGY
CHAPTER 5. FISH, GAME AND BIRD PROTECTION AND REFUGES
IN GENERAL

Miss. Code Ann. § 49-5-13 (2013)

§ 49-5-13. Wildlife management projects or refuges; regulation and management; lease of lands

(1) The commission may adopt rules and regulations regulating public hunting and fishing in any wildlife conservation management projects or wildlife conservation hunting and fishing refuges constructed under this chapter, and may prescribe and collect fees for the privilege of hunting and fishing in such projects and shall have general authority to operate such wildlife conservation management areas or refuges.

(2) The commission may adopt such rules and regulations that may be necessary for the management and control of such wildlife conservation management areas or refuges.

(3) The Department of Finance and Administration may lease any lands other than woodlands owned by the state within wildlife conservation management areas as long as such lands are not within the boundaries of the used portions of such areas and so long as such lands are leased as provided for in subsections (4) and (5) of this section. The rental from any such lease is to be paid to the commission and expended as hereinafter provided.

(4) The commission shall recommend to the Department of Finance and Administration the number of acres of land within wildlife conservation management areas which should be leased to private entities. The Department of Finance and Administration shall have the authority to lease for agricultural purposes that land so recommended for not less than one (1) nor more than five (5) years. The Department of Finance and Administration shall lease the lands for cash rent only. The Department of Finance and Administration shall reserve and exclude from any such lands the hunting rights on the lands at all times after the crops are harvested and until the lands are again planted.

(5) It shall be the duty of the Department of Finance and Administration to lease such lands at public contract upon the submission of two (2) or more sealed bids to the Department of Finance and Administration after having advertised such land for rent in a newspaper of general circulation published in the county in which the land is located, or if no newspaper be published in said county, then in a newspaper having a general circulation therein, for a period of not less than two (2) successive weeks. The first publication shall be made not less than ten (10) days prior to the date of such public contract, and the last publication shall be made not more than seven (7) days prior to such date. The Department of Finance and Administration shall have the authority to reject any and all bids. If all bids on a tract or parcel of land are rejected, the Department of Finance and Administration may then advertise for new bids on that tract or parcel of land. Successful bidders shall take possession of their leaseholds at such time authorized by the Department of Finance and Administration. Provided, however, rent shall be due no later than the day upon which the lessee shall assume possession of the leasehold, and shall be due on the anniversary date for each following year of the lease. The Department of Finance and Administration shall have the rights and remedies for the security and collection of such rents given by law to landlords. Upon the execution of the leases as authorized by this section, the leased land shall be liable to be taxed as other lands are taxed during the continuance of the lease, but in case of sale thereon for taxes, only the title of the leaseholder or his heirs or assigns shall pass by the sale.

HISTORY: SOURCES: Codes, 1942, § 5844-21; Laws, 1962, ch. 181, §§ 2, 3; Laws, 1980, ch. 423; Laws, 1984, ch. 488, § 233; Laws, 2000, ch. 516, § 28, eff from and after passage (approved Apr. 30, 2000.)

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