MISSISSIPPI STATE PENITENTIARY

FARMLANDS

Information
and
Instructions
for
Bidders

Second Time Bid

Prepared by

State of Mississippi, by and through the
Department of Finance and Administration /
Bureau of Building, Grounds and Real Property Management
Real Property Management Division
for and on behalf of the Department of Corrections / Mississippi State Penitentiary

BID OPENING DATE:
Tuesday February 12th, 2019 at 11:00:00 a.m.

Bids Will Be Opened At:
Bureau of Building, Grounds and Real Property Management
Suite 1401B Woolfolk Building (14th Floor)
501 North West Street (parking is limited)
Jackson, Mississippi 39201

Mail Inquiries To:
Real Property Management
Bureau of Building, Grounds and Real Property Management
501 North West Street, Suite 1401B Woolfolk Building
Jackson, Mississippi 39201
601-359-3621
OR EMAIL
kent.adams@dfa.ms.gov

FOR LEASE
373.89 +/- ACRES
ALL OR PART

February 12th, 2019 at 11:00:00 a.m.

THE DEPARTMENT OF FINANCE AND ADMINISTRATION

WILL LEASE

BY SEALED BID

APPROXIMATELY 373.89 ACRES OF FARMLAND

OWNED BY

MISSISSIPPI STATE PENITENTIARY

SITUATED IN

SUNFLOWER COUNTY

MISSISSIPPI

* * * * * *

Bids will be opened in Jackson, Mississippi
on February 12th, 2019 at 11:00:00 a.m.
The Department of Finance and Administration
shall have the authority to reject any and all bids.

FOR MORE INFORMATION CONTACT:
Mr. Kent Adams, Real Property Management Director
Bureau of Building, Grounds and Real Property Management
501 North West Street, Suite 1401B, Woolfolk Building
Jackson, Mississippi 39201
OR CALL:
601-359-3621
OR EMAIL
kent.adams@dfa.ms.gov

SPECIAL INSTRUCTIONS TO BIDDERS
MISSISSIPPI DEPARTMENT OF CORRECTIONS FOR MISSISSIPPI STATE PENITENTIARY, AKA PARCHMAN
SUNFLOWER COUNTY TRACTS FOR LEASE AT THIS TIME ARE AS FOLLOWS:

Tract #	Fields	Total Acreage (more or less)*	Minimum Per Acre	Minimum Bid Accepted Total
Sunflower				
4	**Fields 1,2,3,4, 11**	**373.89**	**$ 70.00**	**$ 26,172.30**
TOTAL		**Acres 373.89**		

* These acres are for determination of rent per survey from previous years or adjusted by FSA cropland acres. They may differ from acres recorded at the USDA Office or on the maps included herein for reference. These acres have been determined based upon the most recent legal survey of the leased premises or FSA cropland acres.

We suggest that all bidders contact the Sunflower County USDA Office to determine the allotted base acreage on the above tracts. The acreage listed above is the EXACT acreage that will be used to calculate the Taxes for the Tract. If the acreage listed on the Maps in this Bid Package differ from those listed on this page, the amount listed above on this page will be the amount used. Contact Roger Davis at Parchman at nodavis@mdoc.state.ms.us or phone 662-745-6611 ext.4266 for additional information on parcels or for an opportunity to visit the parcels before bid opening.

To qualify for payment of rent other than cash in advance (by certified or cashiers check(s), the Lessee **MUST AGREE** to provide the State with a first lien on the crops and assign government payments to the State up to the amount of the rent. **The bidder must guarantee that the State holds the first lien and has first priority of USDA assignments.**

The Crop Lien will be on Form UCC – 1F and will be recorded in the Secretary of State's Office and the Chancery Clerk's Office. Total recording fees will be $20.00 - $10.00 for filing at the Secretary of State and $10.00 for filing at the Chancery Clerk's Office (or $28.00 or $36.00 for additional debtors).

The Lessee agrees to pay rent in full or assign to the LESSOR a first lien mentioned above against the crops planted on the property described herein, plus any and all crop insurance proceeds in an amount sufficient to cover any shortage of rent, plus 10% to be charged as additional rent and collectable by the LESSOR as rent should the payment secured to the LESSOR by Assignment of Revenue to be received by the LESSEE from the Federal Government be in an amount less than the balance of rent due. The Lessee agrees to provide the Lessor with the Lessee's Crop Insurance supplier. Should any Bidder fail to provide Crop Insurance Supplier, the Bid may not be accepted.

Both the Lien and the Assignment Form must be signed by the Lessee and returned to the Bureau of Building, Grounds and Real Property Management before the State will execute the Lease. The State must have first priority of the USDA Assignment or rent must be cash in advance (by certified or cashiers check(s),__These forms must be returned, along with the Lease, to Real Property Management by **February 22, 2019 (this is NOT the bid date)**, unless a later date is approved, in writing, by Real Property Management. There is no exception to this date.

FAILURE TO PAY RENT by cash in advance (by certified or cashiers check(s), or provide the necessary forms to the State as required after a bid has been awarded to a Lessee will result in the cancellation of that award and FORFEIT of the bid deposit by the Lessee.

LESSEE shall submit to the LESSOR as payment in lieu of taxes on the Tract(s) the sum of **$9.00 per acre** shown in bid documents per year and payable as follows (HB 431, Laws of 2007): A certified or cashier's check made payable to the Tax Collector of the County in which the land is located. Said check will be forwarded to the Tax Collector by LESSOR to be applied to the account of the LESSEE. **Taxes are not required to be submitted with the bid and will not be due UNTIL the Lease has been awarded and approved by the Public Procurement Review Board.**

Persons with an outstanding balance from the previous year's Parchman Farmland Program, including taxes, must pay the outstanding balance before a bid will be accepted. (Parchman and/or Mississippi Department of Corrections and/or Mississippi State Penitentiary)

The State reserves the right to refuse payment of rent other than cash in advance (by certified or cashier's check(s), to any Lessee. Bids which state rent is to be paid cash in advance (by certified or cashier's check(s), will have priority in the bids. A Bidder with no prior record of leasing Parchman Farmland will be required to submit Farming Experience and Credit Report prior to being awarded a Lease. (Parchman and/or Mississippi Department of Corrections and/or Mississippi State Penitentiary)

PENITENTIARY FARMLAND MANAGEMENT

SAMPLE ENVELOPE FOR SEALED BID

Bidder's Name & Return Address

_____

_____

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

Bid for Parchman Land
Tract # _____
Sunflower County

TIME AND PLACE TO SUBMIT BIDS: Sealed Bids should be submitted to the Bureau of Building, Grounds and Real Property Management at 501 North West Street, Suite 1401B, Woolfolk Building, Jackson, Mississippi, 39201, no later than February 12, 2019 11:00:00 a.m. . All envelopes, whether mailed or hand delivered, should be sealed and marked as shown in the sample above. **The tract number and county must be placed on the envelope. A separate bid (envelope) must be submitted for each tract.**

It is also IMPERATIVE that, if you send a bid through any postal carrier or any other mail provider, please make sure that there is a separate sealed envelope inside the package which contains the bid. If a bid is mailed through a postal carrier and it is not identified on the outside of the envelope in the lower left-hand corner (as shown above), the bid will be deemed non-responsive.

Lateness, for any reason, will not be allowed. All bidders have the same opportunity. Allow for any unusual circumstances.

Any Lessee without a prior payment history related to the Parchman Farmland program must pay cash in advance or provide a Letter of Credit from a certified lending institution.

LAND DESCRIPTIONS: Lands are described generally by natural boundaries. A sample map or plat and a copy of general descriptions are attached. The aerial photographs and original maps are on file in the MCI Farm Administration Building, Mississippi Correctional Industries, Parchman, Mississippi. The original maps are available for inspection. For the purposes of payments for rents and taxes, the legal description as attached in Exhibit A of the Sample Lease Agreement will be utilized.

BUILDINGS: All employee houses, camp buildings, shop facilities, buildings used for inmates, fences, permanent improvements and land areas shown on the master maps are reserved.

AIRPORTS/FACILITIES: Lessees shall have the right to common use of the agricultural air strips located on Section 20, Township 24 North, Range 3 West, and Sections 33 and 34, Township 24 North, Range 3 West.

WATER: Water for farm irrigation purposes on certain tracts is available at sites to be designated by MDOC. Presently, there is a pivot system located on Tract 2, which system is privately-owned. Any agreement for the use of such system will be between the current owner of the Pivot System and the new tenant. Should the new tenant wish for the Pivot System to be removed from the site, the new Tenant shall inform the Bureau of Building, Grounds and Real Property Management to inform the owner of the Pivot System to remove the Pivot System.

PENITENTIARY FARMLAND MANAGEMENT

ELECTRICITY ON SUNFLOWER COUNTY LANDS: Electricity will be made available from existing lines on the Sunflower County lands. No electricity will be provided for irrigation purposes. Lessee will reimburse MDOC for electricity. The lessor will not be required to furnish any electrical equipment other than that presently in place.

SECURITY: Parchman Agricultural Industries will be setting up MANINTORY meetings with ALL farmers that will be farming Parchman Agricultural Industries property. Farmers MUST attend the appointed meeting prior to accessing property for the 2019 growing season. AGAIN, THIS IS A MANDINTORY MEETING. **Meeting times and dates can be set up with Roger Davis by calling 662-745-6611 Ext. 4266.**

TAXES: In addition to rent, lessee will incur taxes from Sunflower County, Quitman County and Drew Separate School District. Senate Bill 2414 of the 1978 Mississippi Legislature provided that *". . . . . the leased lands shall be liable to be taxed as other lands are taxed during the continuance of the lease . . . . "* Lessee will be required to pay the assessed taxes. Non-payment of taxes will leave you subject to not being able to bid or renew for the following year. (Tax Collector will notify DFA of delinquent taxes.)

With the passage of House Bill 431, Laws of 2007, the above paragraph will be handled by: LESSEE shall submit to LESSOR as payment in lieu of taxes on the Tract(s), the sum of $9.00 per acre shown in bid documents per year and payable as follows: A certified or cashier's check made payable to the Tax Collector of the County in which the land is located. Said check will be forwarded after bid opening to the Tax Collector by LESSOR to be applied to the account of LESSEE.

INGRESS AND EGRESS. Lessor reserves the right of ingress and egress for the purpose of maintaining power lines, water lines, sewage, roads, drainage canals, apprehension of inmates, inspection and other Penitentiary functions. The lessor will make restitution for crop damage as determined by three appraisers.

HUNTING: Hunting will not be permitted on Sunflower or Quitman County Lands.

BASE ACRES: **The base acres for crops on each tract shall not be combined with other than the lands of the Mississippi State Penitentiary property.** Base acres have been established by the FSA and will not be altered in any manner other than by programs administered by the FSA. Lessee will farm and cultivate lands so that base acres will not be reduced. U. S. Government benefits will inure to the benefit of the lessee of the land. The lessor will endeavor to cooperate with lessee in an equitable manner to make equal distribution of benefits to be paid by the U. S. Department of Agriculture.

SAVINGS CLAUSE: In the event it becomes necessary, the Department of Corrections may reclaim part of the land for prison purposes. In the event the Department of Corrections ask for return of any land before the expiration of the lease, the Department of Corrections will make full restitution to the lessee on an acre basis plus crop damages.

DRAINAGE AND BRIDGES: The lessor will maintain the main or primary drainage canals consisting of Black Bayou and Pipeline Canal. The lessor will maintain bridges over primary roads consisting of Highway 32, 10-11 Road, First Offender Drive, 3-5 Drive, 3-7 Drive, 7-8 Road, and 3-6 Road, but assumes no responsibility for damage to equipment or personnel.

INSURANCE: The LESSEE agrees to pay rent in full or assign to the LESSOR a first lien mentioned above against the crops planted on the property described herein plus any and all crop insurance proceeds in an amount sufficient to cover any shortage of rent plus 10% to be charged as additional rent and collectable by the LESSOR as rent should the payment secured to the LESSOR by Assignment of Revenue to be received by the LESSEE from the Federal Government be in an amount less than the balance of rent due. The Lessee agrees to provide the Lessor with the name of Lessee's Crop Insurance supplier, along with a signed Assignment of Indemnity Form.

LAWS AND STATUTES

Miss. Code Ann. § 47-5-66

Copy Citation

Current through the 2018 Regular Session.

Mississippi Code 1972 Annotated

Title 47. Prisons and Prisoners; Probation and Parole (Chs. 1 — 7)
Chapter 5. Correctional System (§§ 47-5-1 — 47-5-1401) Operation, Management and Personnel
Miss. Code Ann (§§ 47-5-1 — 47-5-109.1)

§ 47-5-66. Agricultural leases of prison lands to private entities; procedures; methods of payment of rents; disposal of income; fee per acre in lieu of ad valorem taxes.

(1) Except as provided in Section 47-5-64(3), it shall be the duty of the Department of Finance and Administration, with the approval of the Public Procurement Review Board, to lease lands at public contract upon the submission of two (2) or more sealed bids to the Department of Finance and Administration after having advertised the land for rent in newspapers of general circulation published in Jackson, Mississippi; Memphis, Tennessee; the county in which the land is located; and contiguous counties for a period of not less than two (2) successive weeks. The first publication shall be made not less than ten (10) days before the date of the public contract, and the last publication shall be made not more than seven (7) days before that date. The Department of Finance and Administration may 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 the time authorized by the Department of Finance and Administration. 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 may provide in any lease that rent shall be paid in full in advance or paid in installments, as may be necessary or appropriate. In addition, the Department of Finance and Administration may accept, and the lease may provide for, assignments of federal, state or other agricultural support payments, growing crops or the proceeds from the sale thereof, promissory notes, or any other good and valuable consideration offered by any lessee to meet the rent requirements of the lease. If a promissory note is offered by a lessee, it shall be secured by a first lien on the crop of the lessee, or the proceeds from the sale thereof. The lien shall be filed pursuant to Article 9 of the Uniform Commercial Code and Section 1324 of the Food Security Act of 1985, as enacted or amended. If the note is not paid at maturity, it shall bear interest at the rate provided for judgments and decrees in Section 75-17-7 from its maturity date until the note is paid. The note shall provide for the payment of all costs of collection and reasonable attorney's fees if default is made in the payment of the note. The payment of rent by promissory note or any means other than cash in advance shall be subject to the approval of the Public Procurement Review Board, which shall place the approval of record in the minutes of the board.

(2) There is created a special fund to be designated as the "Prison Agricultural Enterprises Fund" and to be used for the purpose of conducting, operating and managing the agricultural and nonagricultural enterprises of the department. Any monies derived from the leasing of Penitentiary lands, from the

sales of timber as provided in Section 47-5-56, from the prison's agricultural enterprises or earmarked for the Prison Industries Fund shall be deposited to the special fund. However, fifteen percent (15%) of the monies derived from the leasing of Penitentiary lands under Section 47-5-64(3) shall be deposited to a special fund to be distributed annually on a student pro rata basis to the public schools located in Sunflower County by the Department of Finance and Administration.

(3) All profits derived from prison industries shall be placed in a special fund in the State Treasury to be known as the "Prison Industries Fund," to be appropriated each year by the Legislature to the nonprofit corporation, which is required to be organized under the provisions of Section 47-5-535, for the purpose of operating and managing the prison industries.

(4) The state shall have the rights and remedies for the security and collection of the rents given by law to landlords.

(5) Lands leased for agricultural purposes under Section 47-5-64(2) shall be subject to a fee-in-lieu of ad valorem taxes, including taxes levied for school purposes. The fee-in-lieu shall be Nine Dollars ($9.00) per acre. Upon the execution of the agricultural leases to private entities as authorized by Section 47-5-64(2), the Department of Finance and Administration shall collect the in lieu fee and shall forward the fees to the tax collector in which the land is located. The tax collector shall disburse the fees to the appropriate county or municipal governing authority on a pro rata basis. The sum apportioned to a school district shall not be less than the school district's pro rata share based upon the proportion that the millage imposed for the school district by the appropriate levying authority bears to the millage imposed by the levying authority for all other county or municipal purposes. Any funds obtained by the corporation as a result of sale of goods and services manufactured and provided by it shall be accounted for separate and apart from any funds received by the corporation through appropriation from the State Legislature. All nonappropriated funds generated by the corporation shall not be subject to appropriation by the State Legislature.

(6) Any land leased, as provided under Section 47-5-64(2), shall not be leased for an amount less than would be received if such land were to be leased under any federal loan program. In addition, all leases shall be subject to the final approval of the Public Procurement Review Board before such leases are to become effective.

History

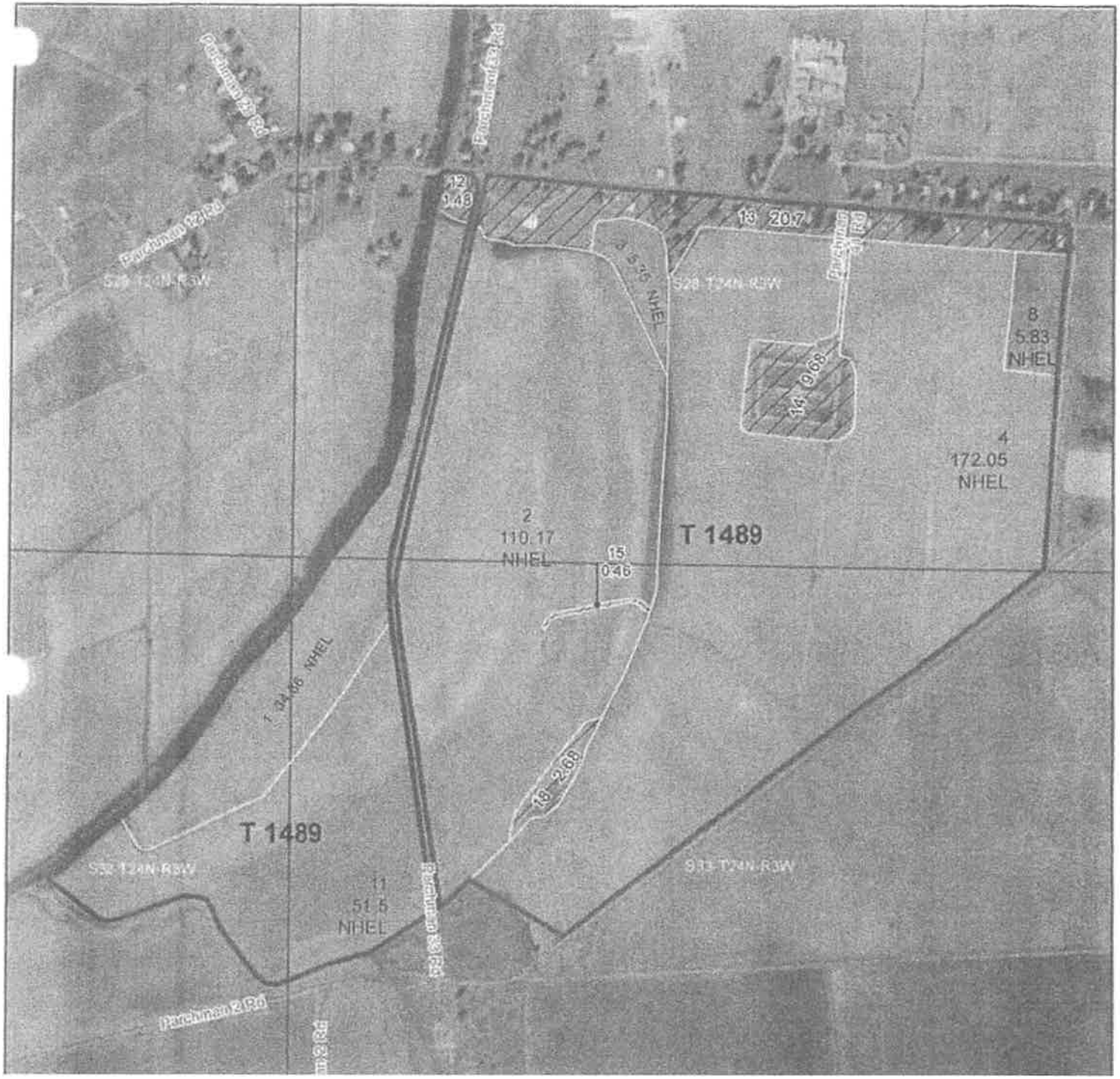
Laws, 1978, ch. 301, § 2; brought forward, Laws, 1981, ch. 465, § 37; reenacted, Laws, 1984, ch. 471, § 33; Laws, 1984, ch. 488, § 222; reenacted, Laws, 1986, ch. 413, § 33; Laws, 1987, ch. 463; Laws, 1988, ch. 504, § 17; Laws, 1989, ch. 308, § 1; Laws, 1990, ch. 534, § 24; Laws, 1992, ch. 506, § 13; Laws, 1994, ch. 369, § 1; Laws, 1996, ch. 388, § 1; reenacted and amended, Laws, 1997, ch. 367, § 1; reenacted and amended, Laws, 1998, ch. 420, § 1; Laws, 1999, ch. 536, § 1; Laws, 2000, ch. 362, § 2; Laws, 2001, ch. 363, § 1; Laws, 2002, ch. 334, § 1; Laws, 2004, ch. 483, § 1; reenacted and amended, Laws, 2006, ch. 396, § 1; Laws, 2007, ch. 576, § 1; Laws, 2008, ch. 321, § 1; Laws, 2009, ch. 420, § 1; Laws, 2012, ch. 538, § 2, eff from and after July 1, 2012.

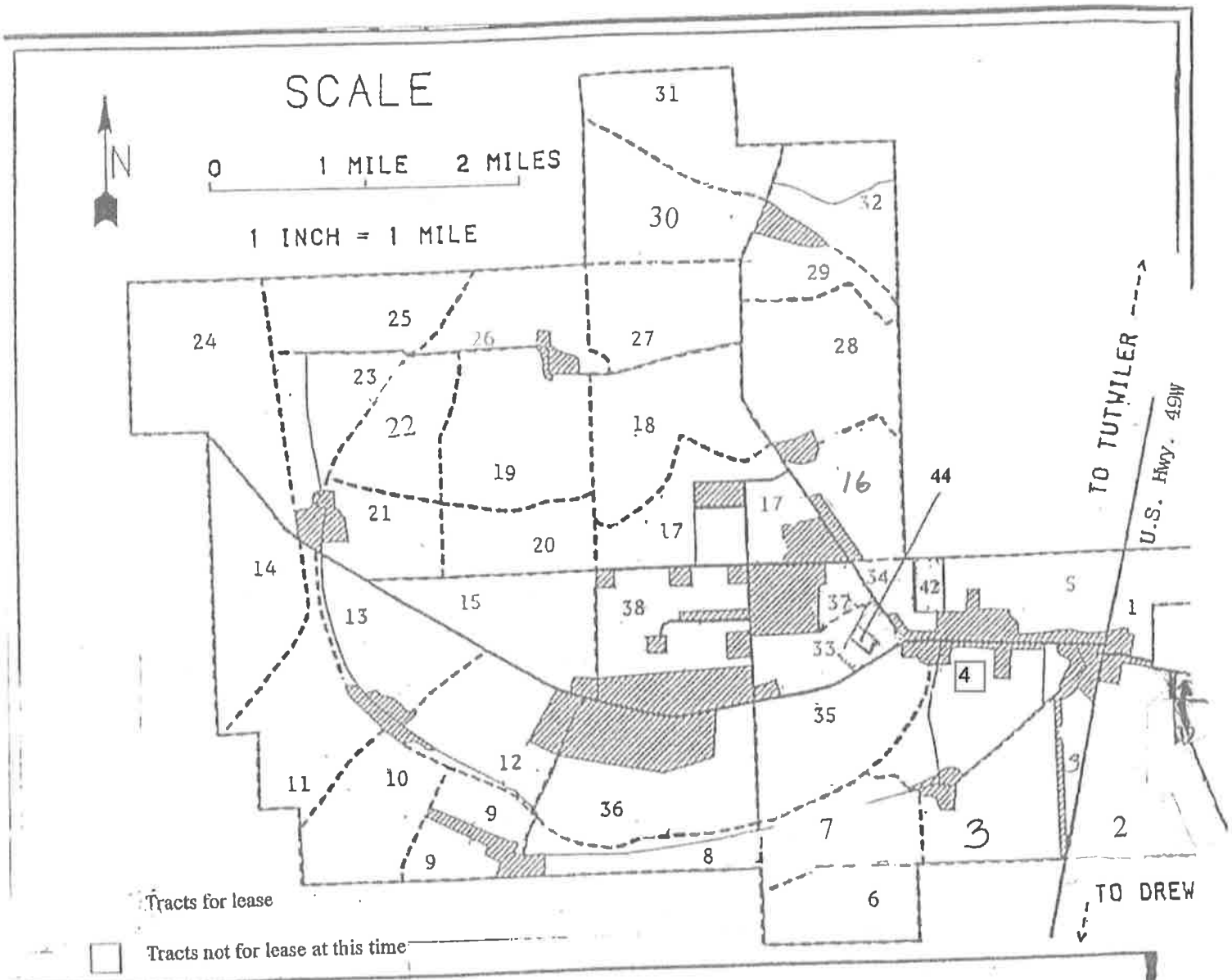
MAPS

The maps provided herein are intended to provide all Bidders with information and an overview of each tract, as well as the field layout and boundaries. The acreage listed may or may NOT be the actual acreage provided in the Legal Description or the bid documents. In instances in which the map acreage differs from that in the Legal Description, the acreage listed in the Legal Description shall be used. Please notice that there may be maps included that are not being offered in this bid.

USDA United States Department of Agriculture

Sunflower County, Mississippi





MISSISSIPPI STATE PENITENTIARY
PARCHMAN, MISSISSIPPI SUNFLOWER COUNTY
AVAILABLE FARM LEASE TRACTS

PREPARED BY MARIS, 1987

Acres are for information only.

SPECIAL SECURITY NOTICE TO BIDDERS

Standard Operating Procedure 16:24:01

The Mississippi Department of Corrections wants to make you aware of security procedures that will be strictly enforced for all persons leasing land.

Condition Number 18 of the lease agreement states: "LESSEE agrees to comply with all security measures, rules and regulations issued by the Department of Corrections dealing with security, ingress and egress on lands of Mississippi State Penitentiary and civilian relations with inmates".

All lessees and their employees will have a NCIC background check run by the Mississippi Department of Corrections to determine eligibility to enter the grounds.

All persons must have a government issued picture identification card to be able to enter and exit the grounds. (driver's license, military ID, etc.)

Tool control is very important and a complete listing of all of your tools will be required. These tools will be inventoried each time you enter and exit the facility.

Mississippi State Penitentiary must know who is entering the grounds. All vendors coming to repair equipment or delivering products must be pre approved by the Superintendent's office. The Superintendent's office will need as much advance notice as can be provided.

No equipment will be left in the fields overnight without the permission of the Superintendent. All equipment left on the property overnight will be parked at a designated location.

All vehicles and motorized farm equipment will be locked when unattended.

There are installed gates on roads inside the facility that limit traffic to the fields that you will be leasing. Security maintains the keys to the gates and they must be contacted to have ingress and egress. Advance planning on your part will insure that the gates are opened in timely manner.

There is installed a cell phone blocking system that blocks the phone signal on some areas of the property that you will be leasing. This blocking system is mainly inside a circle that would contain the housing units. Areas outside this circle should be able to use a cell phone.

Should you need any clarification or additional information on these procedures please contact Roger Davis with the Mississippi Department of Corrections at 662-745-6611 ext 4257 or cell phone 662-588-0112.

VIOLATION OF ANY TERM LISTED ABOVE WILL BE GROUNDS FOR **IMMIDIATE TERMINATION** OF LEASE.

SECURITY: Parchman Agricultural Industries will be setting up MANINTORY meetings with ALL farmers that will be farming Parchman Agricultural Industries property. Farmers MUST attend the appointed meeting prior to accessing property for the 2019 growing season. AGAIN, THIS IS A MANDINTORY MEETING. Meeting times and dates can be set up with Roger Davis by calling 662-745-6611 Ext. 4266.

I understand that violation of any portion of the Standard Operating Procedure 16-24-01 can be grounds for immediate termination of any lease that is held by me or any entity, agent, employee or assignee that I am affiliated.

Lessee_____Date_____

SPECIAL NOTICE TO FARMERS

The State of Mississippi is currently in process of finalizing a Lease Agreement for the construction of Wind Towers and Turbines to be constructed on land at Mississippi State Penitentiary. Senate Bill 2786, Laws of 2012 Regular Session of the Mississippi State Legislature, designates that land at Mississippi State Penitentiary may be leased for wind and power-generation projects at the same time that it is lease for agricultural purposes.

At present, it is scheduled that, following the execution of the Lease Agreement, the vendor constructing the wind towers will place up to two (2) test towers on land at Mississippi State Penitentiary which is NOT currently leased by a private farmer or entity. The placement of the test towers will be at a location which will not immediately affect any farmer or Lessee in agricultural operations. It is anticipated that the test towers will be the only towers located on the lands at Mississippi State Penitentiary over the next year.

Following the test period, should it be determined that a tower, or towers, will be placed on land which is currently leased for agricultural purposes, the Lessee will be notified immediately of such. In such instances where which is currently leased for agricultural purposes becomes utilized for wind farm operations, the Lessee shall be compensated for the reduction in acreage based on the area acquired, and shall be compensated for any and all crop damage relating to that particular area of land.

LEASE CONTRACT
MISSISSIPPI STATE PENITENTIARY LAND

THE DEPARTMENT OF FINANCE AND ADMINISTRATION
THROUGH THE BUREAU OF BUILDING, GROUNDS AND REAL PROPERTY MANAGEMENT
ON BEHALF OF THE MISSISSIPPI DEPARTMENT OF CORRECTIONS / MISSISSIPPI STATE PENITENTIARY
LESSOR

TO:

_____
LESSEE

The Department of Finance and Administration through the Bureau of Building, Grounds and Real Property Management, on behalf of the Mississippi Department of Corrections / Mississippi State Penitentiary, hereinafter referred to as **LESSOR**, 501 North West Street, Suite 1401B, Jackson, Mississippi 39201, hereby Leases to:

_____

_____

_____

hereinafter referred to as **LESSEE**, the following described lands, hereinafter referred to as **TRACT**:

TRACT NUMBER _____

COUNTY: _____

with the following terms and conditions:

CONDITION NUMBER 1:

This Lease is entered into in accordance with and pursuant to the authority provided in Sections 47 - 5 - 64 and 47 - 5 - 66 of the *MississippiCode of 1972, Annotated,* as amended. LESSOR and LESSEE acknowledge that said Tract was recommended by the Mississippi Department of Corrections and that the statutory requirements relating to the advertisement for bids and award of Leases have been complied with.

CONDITION NUMBER 2:

The Tract of land listed above is generally described on Exhibit A hereto attached. This is a Lease by Tract Number and not by the acre. The LESSOR does not warrant the number of acres of land in the respective Tract.

CONDITION NUMBER 3:

The primary term of this Lease shall be for a period of three (3) years commencing on __March 6th,___, 20 _19__ and ending on ____January 15_____, 20__21__, in accordance with Mississippi Code Section 47-5-67...*for not less than three (3) nor more than eight (8) years.....*

The current period is for Year __1__ on said three (3) year lease beginning ____March 6th_____, 20 _19_ and ending on __January 15_____, 20 _20__.

Lease rent, in full, shall be due annually, in accordance with Condition Number 4(b) through 4(d) of the original Lease, and in accordance with Mississippi Code Section 47-5-66...*shall be due on the anniversary date for each following year of the lease*....All other terms and conditions of the Original Lease shall remain the same.

CONDITION NUMBER 4:

The following pertains to the required Year Two and Year Three and then to any optional years thereafter.

In no event shall the total term of the Lease be less than three (3) years. (Code 47-5-64). Therefore, Lease Extension Agreements will be entered into yearly. LESSEE must comply with the following:

A. Rent for the prior term must have been paid in full by October 15th.

B. Payment of twenty-five percent (25%) of the annual rental amount for the renewal lease term must be made to the LESSOR no later than ninety (90) days prior to the expiration date for that year's lease period;

C. Payment of nine dollars ($9.00) per acre in lieu of taxes must be made payable by Certified or Cashier's Check to the Tax Collector of the County in which the land is located and delivered to the LESSOR no later than ninety (90) days prior to the expiration date for that year's Lease period (Mississippi Code Section 47-5-66).

If, upon expiration of the 3-year primary terms of this Lease, and lease award includes option(s) to extend, and Lessor decides to extend the subject property beyond the first 3 year term, LESSEE shall have the right to enter into a Lease Extension Agreement to the exiting Lease under the same terms and conditions as set forth herein above for up to _5_ additional terms of one year each. A total of no more than eight (8) years per tract. In order to exercise said right, LESSEE must comply with the following:

CONDITION NUMBER 5:

LESSEE shall pay to LESSOR as rent for the use and possession of the Tract the sum of $_____ _____ per year due and payable as follows:

Not less than ___10_____% of the amount of bid shall accompany LESSEE's bid and will be deposited into the Prison Industries Fund and credited toward the rent due by the LESSEE upon the date of award of this Lease to the LESSEE from the LESSOR. This must be in the form of a cashier's check or certified check.

The balance of the rent due is to be paid to LESSOR not later than the date the LESSEE shall take possession of the herein described property as awarded by the LESSOR. For this Lease, the said date of possession shall be _____March 6th_____, 20___19____:

OR; (If Approved By LESSOR):

The balance of the rent due shall be secured to the LESSOR by the assignment of payment of funds to be received by the LESSEE from the Federal Government through the FSA / USDA Office. Said assignment shall be in proper form as specified by the FSA / USDA. Said assignment shall be delivered to the LESSOR no later than the date the LESSEE shall take possession of the herein described property.

Furthermore, The LESSEE agrees to pay rent in full or assign to the LESSOR a first lien mentioned above against the crops planted on the property described herein plus any and all crop insurance proceeds in an amount sufficient to cover any shortage of rent plus a 10% to be charged as additional rent and collectable by the LESSOR as rent should the payment secured to the LESSOR by Assignment of Revenue to be received by the LESSEE from the Federal Government be in an amount less than the balance of rent due. The Lessee agrees

SAMPLE

to provide the Lessor with the name of Lessee's Crop Insurance supplier, along with a signed Assignment of Indemnity Form.

Should the LESSEE fail to assign such a lien to the LESSOR, or, should the crop planted on the property described herein fail to produce the revenue pledged by the lien against a said crop, the Lease will at the option of the LESSOR, terminate and the LESSEE herein shall forfeit all payments previously received by the LESSOR as rent for the property described and shall remain liable to the LESSOR for the balance of rent not paid. A 10% late fee will be added to any balance of rent not paid prior to the expiration date of this lease and collected as additional rent.

Should the LESSEE fail to pay or secure payment of the balance of the rent due as specified herein then this Lease shall, at the option of the LESSOR, terminate and the __10%__ payment which accompanied the bid for this Lease will be forfeited by the LESSEE to the LESSOR.

LESSEE shall submit to LESSOR as payment in lieu of taxes on the Tract(s) the sum of $9.00 per acre shown in bid documents per year and payable as follows (Mississippi Code Section 47-5-66): A certified or cashier's check made payable to the Tax Collector of the County in which the land is located. Said check will be forwarded to the Tax Collector by LESSOR to be applied to the account of LESSEE.

CONDITION NUMBER 6:

The LESSEE shall not encumber, assign, or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Tract or any of the improvements that may now or hereafter be constructed or installed on the Tract without the express prior written consent of the LESSOR or its legal representative. Neither shall the LESSEE sublet the Tract or any part thereof or allow any other persons, other than the LESSEE's agents, family, and servants, to occupy or use the Tract without the express prior written consent of the LESSOR or its legal representative. Consent by the LESSOR or its legal representative to one assignment, subletting, occupation, or use by another person shall not be deemed to be consent to any subsequent assignment, subletting, occupation, or use by another person. Any encumbrance, assignment, transfer, or subletting without the express prior written consent of the LESSOR or its legal representative, whether it be voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of the LESSOR or its legal representative, terminate this Lease.

CONDITION NUMBER 7:

If for any reason the LESSEE shall abandon this Lease and remove from said Tract of land prior to the expiration hereof, this lease shall be terminated at the option of the LESSOR or its legal representative and shall be henceforth null and void, and the LESSOR or its legal representative 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 the Lease contract referred to in this paragraph, together with any other amount necessary, including court costs, reasonable attorney fees and interest at the legal rate, to compensate the LESSOR and its legal representative for all detriment proximately caused by the LESSEE's failure to perform his obligations under this Lease.

CONDITION NUMBER 8:

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

CONDITION NUMBER 9:

The LESSEE agrees to cultivate the Tract in a husbandman like manner, and not to commit waste thereon, and if in the opinion of the LESSOR or its legal representative waste thereon is or has been committed, then LESSOR shall have the immediate right to terminate this Lease contract, and it or its legal representative to re-enter and re-take the subject lands

and take such action as the LESSOR or its legal representative may deem necessary to protect its interest in this Lease and in the Tract or Tracts. LESSEE agrees to reimburse the LESSOR or its legal representative on demand for the costs of any actions taken by the LESSOR or its legal representative pursuant to the provisions of this Condition.

CONDITION NUMBER 10:

LESSEE agrees to plant, grow and harvest from those crops that are specified in Exhibit "B" attached hereto. Said crops have been assigned bases by the FSA / USDA to the Tract and LESSEE agrees to plant the necessary acreage of each crop so as not to diminish the base acreage of the Tract unless otherwise agreed to in writing by the LESSOR or its legal representative.

CONDITION NUMBER 11:

LESSEE agrees to notify the LESSOR or its legal representative in writing of his farm plan for each year of this Lease not later than 60 days prior to the date established by the FSA / USDA as their deadline for submitting farm plans to qualify for FSA / USDA crop programs. Should the LESSEE fail to submit such plan by the required date, or should the plan submitted be unacceptable to the LESSOR or its legal representative, or should the LESSEE fail to plant the crops as designated by this Lease in the acreage prescribed by the Lease, then this Lease may be terminated at the option of the LESSOR or its legal representative on a date determined by the LESSOR or its legal representative and the LESSEE will forfeit to the LESSOR all rent paid.

CONDITION NUMBER 12:

LESSEE agrees that should the LESSEE fail to obtain sufficient crop stands to justify continued cultivation, in accordance with FSA / USDA guidelines and regulations, he will fallow said lands and control the growth of weeds and grass, also in accordance with FSA / USDA guidelines and regulations.

CONDITIONS NUMBER 13:

LESSEE agrees that he will not combine the pro-rata FSA / USDA base acres assigned to this Tract other than with other lands of the Mississippi State Penitentiary. The parties hereto agree that U.S. Department of Agriculture FSA / USDA base acres will be assigned and designated by the FSA / USDA Office. LESSEE agrees to farm and cultivate said land so that maximum acres will be maintained. If allowable under FSA / USDA regulations, base acres may be transferred to other lands of the Mississippi State Penitentiary. So long as LESSEE is not in default under this Condition or any other Condition of this Lease contract, all U.S. Government farm benefits running with said lands, during the term of the Lease, shall inure to the benefit of and be the property of the LESSEE; otherwise, any such benefits shall inure to the benefit of the LESSOR or its assigns.

CONDITION NUMBER 14:

A. In the fall of the year of termination of the primary term of this Lease contract the LESSOR or its assigns shall have the right to enter on said land for the purpose of breaking and cultivating said land, provided in so doing the LESSOR or its assigns or tenant shall not interfere with the farming operation or damage any existing spring-planted growing crops of the LESSEE.

B. So long as LESSEE is not in default under this or any other condition or conditions of this Lease contract, should the LESSEE have existing spring-planted unharvested crops on the land on the expiration of the primary term of this Lease contract, he shall have the right to enter on said land for the sole purpose of harvesting existing spring-planted crops.

C. LESSEE agrees that in consideration of the right to harvest existing spring-planted crops after the expiration of this Lease contract he will:

1. Be prompt and diligent in the harvest of his crop;

2. That he will not interfere with the preparation of said land for planting by LESSOR or its assigns or tenant, as provided for under Paragraph A, above.

3. That land preparation by LESSOR or its assigns or tenant, as provided for under Paragraph A above, shall take precedence over LESSEE=s right of harvest, as provided for under Paragraph B above, and LESSEE will be a tenant at will.

CONDITION NUMBER 15:

In addition to the Tract leased hereby, the LESSEE shall have the right to common use with other lessees of Mississippi State Penitentiary lands to use the agricultural air strips located on Section 20, Township 24 North, Range 3 West, and Sections 33 and 34, Township 24 North, Range 3 West, provided the LESSEE cooperates with other lessees to keep the airstrips clipped and maintained. The LESSEE agrees that he will not park any equipment on or obstruct the use of said airstrips.

CONDITION NUMBER 16:

The LESSEE, and other lessees of Mississippi State Penitentiary Lands, is hereby authorized to take and receive water from designated domestic water wells of the Mississippi State Penitentiary, to mix chemicals, fertilizer, insecticides and for general farm purposes. LESSEE agrees that prior to spraying toxic and weed control chemicals that he will obtain written permission from the LESSOR or its legal representative, and that said chemicals will not be used if growing vegetables, plants, or trees of the Mississippi State Penitentiary will be damaged thereby, which is to be determined by the LESSOR or its legal representative.

CONDITION NUMBER 17:

The Mississippi State Penitentiary will permit the LESSEE under the supervision of the Maintenance Department at the Mississippi State Penitentiary, and the LESSOR'S legal representative, to connect to existing electric lines for general farm use, at no cost to the LESSOR, its legal representative, or the Mississippi State Penitentiary, provided LESSEE installs and maintains an electric meter to determine the amount of electricity used. The LESSEE agrees to reimburse LESSOR or its legal representative or the Mississippi State Penitentiary for all electricity used by him. Electricity will not be made available to operate electric irrigation equipment on Sunflower County land. LESSEE of lands in Quitman County, Mississippi, agrees to make his own arrangements for electricity and to be responsible for all electric bills.

CONDITION NUMBER 18:

LESSEE agrees to comply with all security measures, rules and regulations issued by the Department of Corrections dealing with security, ingress and egress on lands of Mississippi State Penitentiary and civilian relations with inmates.

CONDITION NUMBER 19:

LESSEE agrees to keep all existing drains open and to return the lands to the LESSOR at the conclusion of this contract in as good condition as received. LESSEE agrees not to obstruct the natural drain of water.

CONDITION NUMBER 20:

The irrigation well, gear heads, pumps and motors located on Tract 1 Quitman County, Mississippi, and Tracts 35 and 36 in Sunflower County, Mississippi, are leased, as is, to the LESSEE of said Tract or Tracts. The irrigation wells located on Sunflower County lands are delivered, as is, except the electric motors which are hereby retained. LESSEE of said Tract or Tracts agrees to return said property described in this paragraph on the expiration of this contract in as good condition as received, natural wear and tear excepted.

CONDITION NUMBER 21:

LESSOR and/or its legal representative reserves the right to reclaim part or all of the land leased hereby to be used by the Mississippi Department of Corrections for penitentiary purposes. In the event any land is reclaimed and/or returned to the Mississippi State Penitentiary for penitentiary purposes, the Mississippi Department of Corrections will make reasonable restitution to the LESSEE, so long as LESSEE is not in default under this Condition or any other Condition of this Lease contract, for rent paid in advance.

CONDITION NUMBER 22:

This Lease contract is subject and subordinate to all rights of pipeline companies, public utilities, rights of other State Agencies and easements or rights of way of record or by prescription.

CONDITION NUMBER 23:

The LESSOR and/or its legal representative reserves the right of ingress and egress in and on land for the purpose of repairing, maintaining, installing and operating electric power lines, water lines, sewage lines, roads, bridges, main water canals and for the apprehension of inmates. In the event the LESSEE sustains damage resulting there from, the LESSOR will make reasonable restitution to the LESSEE.

CONDITION NUMBER 24:

All covenants and agreements contained in the Lease are declared to be conditions to this Lease and to the term hereby demised to the LESSEE. Should the LESSEE default in the performance of any covenant, condition, or agreement contained in this Lease the LESSOR may terminate this Lease, re-enter and regain possession of the Tract and recover damages as specified herein as well as those allowed by law or in equity.

CONDITION NUMBER 25:

It is understood and agreed that this is solely an agricultural Lease and the lands may be used for such purposes only. LESSEE agrees that there will be no hunting on any lands subject of this Lease. The rights of all minerals, gas oil, coal, sand, and gravel are reserved to LESSOR and/or its legal representative.

CONDITION NUMBER 26:

The insolvency of the LESSEE as evidenced by a receiver being appointed to take possession of all or substantially all of the property of the LESSEE, the making of a general assignment for the benefit of creditors by the LESSEE, or the adjudication of the LESSEE as a bankrupt under the Federal Bankruptcy Act shall terminate this Lease and entitle the LESSOR or its legal representative to re-enter and regain possession of the Tract hereby leased.

CONDITION NUMBER 27:

This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, but nothing in this paragraph shall be construed as consent by the LESSOR to any assignment of this Lease or any interest therein by the LESSEE except as provided in Condition 6 of this Lease.

CONDITION NUMBER 28:

The parties hereto agree that although this Lease Contract is to be performed in Sunflower County and/or Quitman County Mississippi, the LESSOR and LESSEE agree that any action brought to enforce the terms or conditions of the 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.

CONDITION NUMBER 29:

SAMPLE

LESSEE, by execution of this Lease, waives his right to be sued in the Courts of the State and/or 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 is not found in the State of Mississippi and/or county of the State of Mississippi where suit is filed.

CONDITION NUMBER 30:

The lands hereby leased shall be liable to be taxed as other lands are taxed during the continuance of this Lease including the year the Lease Begins, and LESSEE hereby agrees to pay the same as 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 situate where the 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 attorney fees.

Section 47-5-66 of the Mississippi Code of 1972, Annotated, as amended provides that "Lands leased for agricultural purposes under Section 47-5-64 shall be subject to a fee in lieu of ad valorem taxes, including taxes levied for school purposes. The fee in lieu shall be Nine Dollars ($9.00) per acre. Before the execution of the agricultural leases to private entities as authorized by Section 47-5-64, at the time of bidding or renewal, the Department of Finance and Administration shall collect the in lieu fee and shall forward the fees to the Tax Collector in which the land is located.

CONDITION NUMBER 31:

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.

CONDITION NUMBER 32:

LESSEE shall have the right to build and construct buildings and irrigation wells on the land leased herein for general farm use, with the right to remove said improvements prior to the expiration date of this Lease Contract so long as LESSEE is not in default under this Condition or any other Condition of this Lease Contract. Any other improvements made by the LESSEE shall remain on the land on expiration hereof. The right of removal of any improvement whatsoever shall not apply in the event of default of any kind by LESSEE.

CONDITION NUMBER 33:

LESSEE agrees to pay the LESSOR all costs of enforcing any of the covenants or Conditions of this Lease, including reasonable attorney fees, court and litigation costs, expenses of litigation, and travel expenses related thereto, should the LESSEE breach the Lease Contract or any covenant or Condition hereof.

CONDITION NUMBER 34:

LESSEE assumes all risks of loss, damage or injury by fire or otherwise, to person or property by reason of the condition of the leased premises, or by reason of the management, control, or operation thereof and releases the LESSOR, its legal representative, or its successors and/or assigns from all claim for such loss, damage or injury sustained by the LESSEE or by any agent or employee of the LESSEE or by any person whomsoever, whether caused by the negligence of the LESSOR and/or its legal representative, or its agents or employees or otherwise; and the LESSEE agrees to indemnify the LESSOR and/or its legal representative, its successors and assigns against all claims for such loss, damage or injury sustained by the LESSEE, or by any agent or employee of the LESSEE or by any person whomsoever, whether the same be caused by the negligence of the LESSOR or its legal representative, or its officers, agents, employees or otherwise.

CONDITION NUMBER 35:

LESSEE will be held liable for all rent due for this Lease Contract and subsequent Lease Extensions including any assignments requested by Lessee and approved by LESSOR.

CONDITION NUMBER 36:

Any notice required under the provisions of the Lease shall be made in writing and delivered to the parties at their respective addresses as shown herein via United States Mail, certified, return receipt requested.

WITNESS our signatures on this the _____ day of _____, 20___.

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

BY: _____
Calvin R. Sibley, Director, BOBGRPM

LESSEE

BY: _____

APPROVED AS TO FORM:

_____
DFA ATTORNEY

LESSEE(S)

BY: _____

Type or Print: _____

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 _____, 20___, in the City of Jackson, Mississippi.

Signed this the _____ day of _____, 20____.

_____
Real Property Director

(Lessor's acknowledgment)

STATE OF MISSISSIPPI

COUNTY OF HINDS

On this the _____ day of _____, 20___ before me, the undersigned Notary, personally appeared, ___Calvin R. Sibley___ as ___Director___ of the Bureau of Building, Grounds and Real Property Management for the Department of Finance and Administration, acknowledged that he/she 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))

SAMPLE

STATE OF MISSISSIPPI

COUNTY OF

On this the _____ day of _____, 20____, 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 _____, 20___, 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 therein contained.

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

_____
Notary Public

_____
My Commission Expires:

EXHIBIT A

LANDS OF THE MISSISSIPPI STATE PENITENTIARY
SUNFLOWER COUNTY MISSISSIPPI

All of the lands in Sunflower County, Mississippi are described by referring to maps or plats now on file at the Land Management Office, Mississippi Correctional Industries, or the Mississippi Department of Corrections.

TRACT - 1 All of the lands of the Mississippi State Penitentiary lying in Section 27, Township 24 North, Range 3 West, according to the map hereinabove referred to lying North of Highway #32 and East of U.S. Highway #49 West, less and except Camp #1 and the residential houses located adjacent to and in the immediate area thereof containing approximately 181.9 acres more or less.

TRACT - 2 All of the lands of the Mississippi State Penitentiary lying in Section 27 and 34, Township 24 North, Range 3 West, according to the map hereinabove referred to lying East of U.S. Highway #49 West and South of Highway #32, less and except the lands designated as housing area on said map, containing approximately 611.3 acres more or less.

SAMPLE

TRACT - 3 All of Sections 34 and 33, Township 24 North, Range 3 West, lying West of I.C.R.R., South of Camp 5 Road, and East of Camp 5 Road, less and except the lands designated as Air Strip, Camp 5 housing area and area designated for vocational education purposes, according to the map hereinabove referred to, containing approximately 449.0 acres more or less.

TRACT - 4 All of Sections 27, 33 and 32, Township 24 North , Range 3 West of Front Camp area, east of Black Bayou, South of Highway 32 , and East of Ditch "A", less and except Front Camp area, Maximum Security Unit, Park Area, and Housing Area, according to the map hereinabove referred to, containing 407.9 (or 379.72 FSA) acres more or less.

TRACT - 5 All of Sections 27 and 28, Township 24 North, Range 3 West lying West of Highway 49 West, East of Black Bayou and North of Highway 32, less and except the areas designated as Camp 2, Women's Camp, Housing Area, Cemetery Lot, according to the map hereinabove referred to, containing 332.4 acres more or less.

TRACT - 6 All of the North half of Section 5, Township 23 North, Range 3 West less and except the land lying North of South Drive according to the map hereinabove referred to, containing 289.5 acres more or less.

TRACT - 7 All of Sections 33 and 32, Township 24 North, Range 3 West, and Section 5, Township 23 North, Range 3 West, lying North of South Drive, West of Camp 5 Road, South of Black Bayou and South-west of Ditch "A", containing 385.8 acres more or less.

TRACT - 8 All of Section 31, Township 24 North, Range 3 West, and Section 36, Township 24 , Range 4 West, lying south of Black Bayou, East of Camp 3 - 6 Road, East of area designated as Camp 3, less the area designated as Housing and Sewage areas, containing 203 acres more or less.

TRACT - 9 All of Sections 35 and 36, Township 24 North, Range 4 West, lying South of Black Bayou, East of Lake Road South and East of Lake Road North, and West of 3 - 6 Road except the areas designated as Catfish Lake, Housing Area, Lake and Recreational Area, containing 209.5 acres more or less.

TRACT - 10 All of Sections 35 and 36, Township 24 North, Range 4 West lying South of Black Bayou, East of Camp 4 Road extended, West of Lake Road South, and West of Lake Road North, containing 396.3 acres more or less.

TRACT - 11 All of the Penitentiary Land located in Sections 34, 35, 27, 23, and 26, Township 24 North, Range 4 West lying North and West of Camp 4 Road extended, East of Dummy Line Road, South and West of Black Bayou, and South of Highway 32, containing 425.0 acres more or less.

TRACT - 12 All of Sections 25, 26, 35, and 36, Township 24 North, Road 4 West lying South of Highway 32, East of Camp 4 Road West and South of Pecan Ditch, North of Black Bayou, and West of 3 - 6 Road, containing 357.9 acres more or less, less housing area.

TRACT - 13 All of Sections 26, 23 and 25 Township 24 North, Road 4 West lying South of Highway 32, North and East of Black Bayou, North and West of Camp Road, less Camp 4 area, containing 352.8 acres more or less.

TRACT - 14 All of the lands of the Mississippi State Penitentiary Sections 22, 27, 23 and 26 Township24 North, Range 3 West lying South Highway 32 and West and North of Dummy Line Road, containing 460.1 acres more or less.

TRACT - 15 All of Sections 25 and 26, Township 24 North, range 4 West, and Section 30, Township 24 North, Range 3 West lying North of Highway 32, South of Shop Drive, West of Camp 6 Section Road, less Field #430, Dog Unit Area, and Camp 6 Area, containing 481.1 (or 325.66 FSA) acres more or less.

TRACT - 16 All of Section 20, Township 24 North, Range 3 West lying East of 10 - 11 Road, South of Camp 10 East Road, South of Camp 10 area and East of Air Strip containing 271.0 acres more or less.

TRACT - 17 All of Section 20 and 19, Township 24 North, Range 3 West lying West of 10 - 11 Road, South of Hog Unit Road, South and East of Hog Unit Ditch, South of Black Bayou Branch, and East of Camp 6 Section Road, less Shop Area, containing 382.3 (or 401.33 FSA) acres more or less.

TRACT - 18 All of Sections 17, 18, 19, and 20, Township 24 North, Range 3 West lying North of Hog Unit Road, East of Hog Unit Ditch, East of Camp 6 Section Road, South of First Offender Drive, and West of 10 - 11 Road, containing 471.8 acres more or less.

TRACT - 19 All of Sections 18, 19, Township 24 North, Range 3 West and Sections 13 and 24, Township 24 North, Range 4 West lying West of Camp 6 Section Road, east of Black Bayou Branch, North of Camp 9 Turnrow East, and East of Black Bottom Road and South of First Offender Drive, less and except dwelling houses and new road area containing 536.1 (or 510.88 FSA) acres more or less.

TRACT - 20 All of Section 19, Township 24 North, Range 3 West and Section 24 North, Township 24 North, Range 4 West lying South of Black Bayou Branch, West of Camp 6 Section Road, South of Camp 9 Turnrow East, and East of Black Bottom Road, less and except new road area, containing 249.5 (or 278.79 FSA) acres more or less.

TRACT - 21 All of Sections 23 and 24, Township 24 North, Road 4 West, lying South of Camp 9 Turnrow East, West of Black Bottom Road, North of Highway 32, East of Camp 7 area, less housing area containing 254.2 acres more or less.

TRACT - 22 All of Sections 13, 14, 23, and 24 Township 24 North, Range 4 West, lying South of First Offender Drive, West Black Bottom Road, North of Camp 9 Turnrow East, North of Camp 11 Housing area and East of Black Bayou containing 314.1 acres more or less.

TRACT - 23 All of Sections 14, 15, and 23 lying West of Black Bayou, North of Track 5507, West of Tract 5507, North of Camp 11, East of West Air Strip and East of West Air Strip Road, South of First Offender Road containing 269.3 acres more or less, less Camp 8 area and houses.

TRACT - 24 All of Section 15, 22, and 23, Township 24 North, Range 4 West lying North of Highway 32 East of County Black Top Road, South of North Boundary Penitentiary Lands, West of Air Strip Road, and West of West Air Strip and West of Camp 11 containing 699.2 acres more or less.

TRACT - 25 All of Sections 13 and 14 Township 24 North, Range 4 West, lying East of West Air Strip Road, North of First Offender Drive, West of Black Bayou and South of West Boundary Line of Penitentiary Land containing 377.4 (or 369.10 FSU) acres more or less.

TRACT - 26 Sections 13, 14, and 18 lying East of Black Bayou, North of First Offender Drive, West of Black Bayou Branch in Section 18, West of Camp 6 Section Road and South of North line of Section 13, less area designated as Camp 4 and dwelling house containing 362.2 acres more or less.

TRACT - 27 Section 18, Township 24 North, Range 3 West lying West of First Offender Drive, East of Black Bayou Branch, East of Camp 6 Section Road, South of Line Tree Turnrow and West of 10 and 11 Road containing 370.6 (or 368.63 FSA) acres more or less.

TRACT - 28 All of Sections 17 and 20 Township 24 North, Range 3 West lying South of Section 17 Turnrow, East of 10 and 11Road, North of Camp 10 East Road, and West of East Boundary Line of Section 17 and 20 containing 544.3 (or 564.11 FSA) acres more or less.

TRACT - 29 All of Sections 8 and 17, Township 24 North, Range 3 West lying East of 10 and 11 Road, North of Section 17 Turnrow, West of East Boundary Lines Section 17, South of Black Bayou and south of old Camp 11 containing 201.0 (or 205.14 FSA) acres more or less.

TRACT - 30 All of Section 7, 8, 17, and 18 Township 24 North, Range 3 West lying North of Line Tree Turnrow, West of 10 and 11 road, South of Black Bayou, East of West Boundary of Section 7 and 18 containing 440.0 acres less and except area designated as Dump.

TRACT - 31 All of Penitentiary land lying Section 6, 7, and 8 Township 24 North, Range 3 West lying North of Black Bayou and West of 10 and 11 Road containing 439.2 (or 440.56 FSA) acres more or less.

TRACT - 32 All of Mississippi State Penitentiary land lying in sections 8 and 17 Township 24 North, Range 3 West lying North of Black Bayou and East of 10 and 11 containing 305.3 acres more or less.

SAMPLE

TRACT - 33 Begin at the intersection of Old Dump Road and Camp 10 - 11 gravel road in Section 29, Township 24 North, Range 3 West; run thence in a westward direction to Rifle Range Ditch and the point of beginning; run thence Westward along said Old Dump Road to the intersection of sand pit Turnrow; run thence South along sand pit Turnrow to Highway 32; run thence in a Easterly direction along 32 Highway to a "v" ditch to Rifle Range Ditch; run thence in a Northeasterly direction along and on said Rifle Range Ditch to Old Dump Road, containing 128.2 (less dirt pit and training complex = 92.59) acres more or less, all located in Section 29, Township 24 North, Range 3 West.

TRACT - 34/42 (Description from Mississippi State Penitentiary 2005) Begin at the intersection of road 10 - 11 and the North Boundary line of Section 29, Township 24 North, Range 3 West; run thence East along the North Boundary line of Sections 29 and 28 to Black Bayou; run thence South along the West band of Black Bayou to a "v" ditch located North of the dwelling house sites; run thence West and Northwest among said "v" ditch to 10 - 11 road; run thence in a Northeasterly direction along the East right-of-way to 10 - 11 road to the point of beginning. Said land being located in Section 28 and 29, Township 24 North, Range 3 West containing 110.8 acres, more or less.

TRACT - 35 All of Sections 28, 29, 32, and 33, Township 24 North, Range 3 West lying South of Highway 32, and South of Security Parking area and South of Old Hospital area; North and West of Black Bayou and East of the West Boundary line of said Section 32 and 29 containing 445 acres more or less, together with the following irrigation equipment:

WELL NO. 1

ENGINE: Detroit Diesel Model PTA114144 - Serial No. 588047, Rated at 175 Brake H.P.

GENERATOR: Serial No. A56436XD - 230/460 Volts

OVERHEAD PIVOT SPRINKLERS: Valley Electric Drive, 1711 ft. 100 ft. end gun = 1811 ft., Covers 230 acres.

WELL HEAD: Model G125 - Serial No. 911432

WELL: 16 inch rated at 1200 gallons per minute

WELL NO. 3

WELL: 16 inch rated at 2500 gallons per minute

TRACT - 36 All of Sections 30 and 31, Township 24 North, Range 3 West and All of Sections 25, 36, Township 24 North, Range 4 West, lying South of Highway 32; West of the east Boundary lines of Sections 30 and 31, Township 24 North, Range 3 West, North of Black Bayou and East of 3 - 6 Road less and except the MCI Garden Areas and containing 471 acres, more or less.

TRACT - 37/44 A tract of land located in Section 29, Township 24 North, Range 3 West, described generally as follows: Begin at the intersection of the center of Highway 32 and West Line of Section 29, Township 24 North, Range 3 West; run thence East to the East Boundary line of Camp 24 road; run thence North along said East lines of and the point of Camp 24 road to a point located 1065 feet North of the centerline of Highway 32, and the point of beginning of the tract of land herein described; run thence North along the East line of Camp 24 road a distance of 1399.2 feet to a ditch; run thence in an east direction along and on said ditch a distance of 1735 feet; run thence in north direction along the east side of the sewage disposal system a distance of 1000 feet; run thence in a west direction distance of 674 feet; run thence north 300 feet; a distance of 649 feet to the center of Shop Drive Road to a point located 1345 feet of the Northwest corner of said Section 29; run thence east along the center of said road 1465.2 feet to center of a North - South Turnrow; run thence south along the center of said Turnrow a distance of 335 feet; run thence east along a ditch 866 feet to the center of Camp 10 - 11 road; run thence Southwest along said ditch 330 feet to the center of rifle range ditch; run thence West along old garbage road 759 feet to the east line of garbage dump 851 feet to a stake; run thence in a Southwest direction along the North Line of the garbage dump a distance of 542 feet to the garbage dump road and to a stake marking the Southwest corner of the garbage dump; run thence in as Southwest direction along the center of the garbage dump road a distance of 1815 feet to the North - South sandpit Turnrow; run thence South along sandpit Turnrow 613.8 feet; run thence in a Westerly direction 625 feet to the point of beginning. All of said land less and except the waste water treatment area containing (acres by Mississippi State Penitentiary 2005) 53.8 (or 27.74 FSA) acres more or less

excluding the ditches and roads, the lessors reserve the right to use the North - South Turnrow running North from the Northeast corner of the garbage dump.

TRACT – 38/41 All of Section 30, Township 24 North, Range 3 West, lying East of Camp 6, Section Road and lying South of Shop Drive, and West of Camp 24 road also known as Warden Drive and lying North of Vegetable Turnrow; less and except Camp 24 area containing 21.86 acres and less and except peach orchard containing 22.16 acres and less and except Camp 23 area containing 18.36 acres and less and except Camp 26 area containing 17.57 acres; all of said land described herein; less exceptions containing 316 (or 464.78 FSA) acres, more or less.

TRACT - 39 A tract of land located in Section 27, Township 24 North, Range 3 West, described as beginning at the intersection of Highway 49 West and Highway 32; run thence east along the center of Highway 32 approximately 1914 feet; run thence South along a Turnrow approximately 178.2 feet to a ditch and the South side of housing area and the point of beginning of the land herein described; run thence in a westerly direction along the South side of said ditch 957 feet; run thence in a southerly direction along a pasture fence 330 feet; run thence in a westerly direction along a fence row 330 feet to a gravel road; run thence in a southerly direction a distance of 462 feet to a Turnrow; run thence in a easterly direction along a Turnrow a distance of 1425.6 feet to a North - South Turnrow; run thence North along said Turnrow for 924 feet and the point of beginning containing 22.5 (or 25.89 FSA) acres, more or less.

TRACT - 42 See description under Tract 34.

TRACT - 44 See description under Tract 37.

LANDS OF THE MISSISSIPPI STATE PENITENTIARY:
QUITMAN COUNTY, MISSISSIPPI

All of the lands in Quitman County, Mississippi are described by referring to maps or plats now on file at the Land Management Office, Mississippi Correctional Industries, of the Mississippi Department of Corrections.
Legal Description by Mississippi State Penitentiary 2005 for Quitman County farmland: (replaces the previous four descriptions for Tracts 1, 2, 3, 4 due to legislative authority to convey part of Quitman County to the Department of Wildlife, Fisheries and Parks.

North ½ of the NW ¼ of Section 2, Township 26 North, Range 1 West consisting of 80 acres more or less; plus the SW ¼ of the NW ¼ and the NW ¼ of the SW ¼ of Section 2, Township 26N, Range 1 West consisting of 80 acres more or less; plus the NE ¼ of the SE ¼ and the SE ¼ of the NE ¼, Section 3, township 26 North, Range 1 West, consisting of 80 acres more or less; all in Quitman County, Mississippi; consisting of 201.78 cultivatable acres, more or less, and per Quitman County Chancery Clerk's description in 2007.

SAMPLE

EXHIBIT B

		Sunflower County
Rape	174	67
Soybeans	178	67
Rice	175	67
Cotton	128	67
Wheat	193	67
Sorghum Grain	177	67
Corn	126	67
Hay	138	67
Milo	150	67
Oats	156	67
Sunflower Seed	182	67

SAMPLE

MISSISSIPPI STATE PENITENTIARY FARMLAND BID FORM

Submit a separate Bid for each Tract.*

Bid Opening: February 12th, 2019 11:00:00 a.m.

NOTE: Bid Opening will take place at

Bureau of Building, Grounds and Real Property Management

Suite 1401B, Woolfolk Building (14th Floor), 501 North West Street (parking is limited)

Jackson, Mississippi 39201

Having carefully examined the Notice to Bidders and the Instructions to Bidders, the undersigned offers to lease certain farmlands as follows and agrees to hold this bid open for acceptance by the Department of Finance and Administration, Bureau of Building, Grounds and Real Property Management, until _____.

Acknowledgment of Special Instructions to Bidders dated: included in Bid Package: (please initial and date) _____

Acknowledgment of Addendum One, IF ANY, dated _____ (please initial and date) _____

(a) Tract #: _____

(b) County: _____

(c) Years: Primary Term 2019, 2020, & 2021

(d) **3 Year Primary Term):** Tracts may be leased up to 8 years with mutual consent of Parchman Farm Enterprises & Lessee.

Amount Per Acre: $_____ X _____ Acres = $ _____ per year

Write YEARLY bid amount in words: _____

Bid Security Enclosed: $_____

(e) Bid Security: LISTED ABOVE WITH EACH BID AND BID OPTION. (10% of per year bid amount, in form of cashier's check or certified check (no cash), made payable to the State of Mississippi / Department of Corrections must be attached. Failure to do so will result in disqualification of this bid by the State.

Bid Security Checks will not be returned during the "under advisement" period. (In other words – will not be returned at the end of the bid opening.) Checks will be returned after the "under advisement period" by Certified Mail on Tracts not awarded.

(f) Lessee's Crop Insurance supplier is _____.

(g) Date Submitted: _____

_____

Printed Name of Bidder **(put exact name you wish the Lease to be issued in – either as an individual or your company name).**

_____

By: Signature of Bidder

_____ _____ _____ _____

Home or Business Phone # Cell Phone # Fax #, if any email address

(PLEASE include this information – times get tight on payments – either to us or from you or that you need to have from grain companies, USDA office, etc. – and sometimes it is hard to get in touch with the Lessee).

_____

Mailing Address

_____ _____

City/State/Zip SS or Fed ID #

(h) (1) If bidder is a corporation, attach a statement that discloses the state of incorporation and full name of officers of said corporation with their mailing address.

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

(3) LEASES WILL BE AWARDED BASED ON RENT PER YEAR.

(4) *Lump sum bid for all tracts is accepted. Bidder can bid a lump sum AND bid on individual tracts; however, separate bid securities must come with each bid. The highest bid will be accepted – either the total of the individual bids **or** the lump sum bid.

INSTRUCTION TO BIDDERS

A separate bid must be submitted for each tract desired to be leased. Copies of the Form of Proposal are attached and extra Forms of Proposal may be photocopied or obtained from the Administration Building, Mississippi State Penitentiary, Parchman, Mississippi, or from the Bureau of Building. Each section of the Form of Proposal should be completed as follows:

Tract #_____: Fill in the blank with only one (1) tract number. Submit another Proposal Form for each tract on which a bid is submitted. Make copies of the blank form enclosed if additional forms are needed or call/email for additional copies of the bid form.

County: Tracts in Sunflower and Quitman County can be bid. Please be specific in your bid by making sure you have specified which county you are making the bid for on this line.

Year: Fill in the blank behind the year to be leased, with a minimum of three (3) years.

Amount per Acre: Fill in the dollar amount, PER ACRE, of the bid. Multiply by the number of acres in the tract, and fill in the total amount. See Special Instructions to Bidders herein.

Bid Security: Fill in this line with an amount that is, at minimum, ten-percent (10%) of the rent for the first year. Attach a Cashier or Certified Check, made payable to the State of Mississippi / Department of Corrections for that amount. **Failure to attach or include this check will result in disqualification of your bid by the Bureau of Building, Grounds and Real Property Management.** If you bid on multiple years – you may attach ONE ten percent (10%) security check BUT IT MUST BE FOR YOUR HIGHEST BID. (In other words – your one check must be 10% of any award you might receive on that tract.)

In the event that a bid is rejected, the bid can be returned to the Bidder. Should the bid be accepted and thereafter, the Bidder fails to enter into contract and pay the balance of rent due for the current year, the Bid Security shall be retained by the Lessor as liquidated damages.

Bid Security Checks will not be returned during the "under advisement" period. (In other words – will not be returned at the end of the bid opening.) Checks will be returned after the "under advisement period" by Certified Mail on Tracts not awarded.

Crop Insurance: Please include your Crop Insurance Supplier on the Bid Form..

Date and Signature: Date the Proposal Form as of the date the Proposal is signed. Sign on the top line and print the Bidder's name and address on the following lines. ***(NOTE: Submit your Bid in the name of the person/entity for which you wish to enter into Lease. If you wish the Lease to be in your personal name, the Bid should be submitted as such. If you wish the Lease to be in your company name, the Bid should be submitted under your Company/Firm name.)***

Corporation or Partnership: If the Bidder is a corporation, indicate the State of incorporation and full name of the officers of the Corporation. If the Bidder is a partnership, include the full names of each partner.

Contact: Include all pertinent contact information so that the Lessor may be able to contact you. This includes phone numbers, fax numbers, email addresses, street address, Federal ID Number, etc.

Parchman Farmland Bid Proposal Checklist

☐ 1. On about the 4th page - the page that begins: Penitentiary Farmland Management – Sample Envelope for Sealed Bid: Please see Number 1 that speaks to - HOW to mark your envelope on the outside. Among other things, it says: **"The tract number and county must be placed on the envelope."**

☐ 2. On about the 4th page - the page that begins: Penitentiary Farmland Management – Sample Envelope for Sealed Bid: Please note Number 1, 3rd paragraph – "**Lateness, for any reason, will not be allowed.** All bidders have the same opportunity. Allow for any unusual circumstances."

☐ 3. On about the 5th page – the page that begins: Penitentiary Farmland Management – 1. Electricity on Sunflower County Lands: Note paragraph #9 speaking to Crop Insurance Supplier. There is a blank on the Bid Proposal Form for your **Crop Insurance Supplier** – please show the full name.

☐ 4. On about the 9th page – the Code Section 47-5-66: Please note the (1) Paragraph, 3rd line down: ". . . upon the submission of **two (2) or more sealed bids** . . . ". This means if only one bid on a tract is received at the bid opening, per Law, that bid on that tract cannot be opened.

☐ 5. On about the 12th page (give or take depending on the number of maps & lease pages), - the page that begins: Penitentiary Farmland Management – Instruction to Bidders: Note ALL instructions – a change in the 2019 bid is **to make your check payable to** the State of Mississippi / Department of Corrections.

Further, bid securities will not be returned after the bid opening – they will be returned after the "under advisement" period. The meeting that the PPRB is scheduled to consider approval of this bid will be January 2nd, 2019. After PPRB consideration and approval bid securities will be returned by certified mail. Please make sure that address given on bid entries is the correct address that you use. The checks will be mailed to the address that is on the bid. (Future years will be a different PPRB Meeting.)

☐ 6. On about the 12th page (give or take depending on the number of maps & lease pages), - the page that begins: Penitentiary Farmland Management – Instruction to Bidders: Note the "Date and Signature" paragraph: . . . . ***Submit your Bid in the name of the person/entity for which you wish to enter into Lease.*** . . . PLEASE put the name you want the Lease and the UCC1F's to show. (we would like to hold down assignments when possible) This is again is spoken to on the Bid Proposal Form.

☐ 7. When you get your documents to sign and NOTARIZE, please make sure you are getting the CORRECT paragraph notarized – there is one for "individual" and a separate one for a "company by it's officer".

☐ 8. **The Parchman Special Security Notice to Bidders should be signed and date.**