

INVITATION FOR PROPOSALS

**FOR LEASE OF REAL ESTATE
PEARL RIVER VALLEY WATER SUPPLY DISTRICT
PARCELS M4 (Parcel P), M5 (Parcel Q), and M6 (Parcel R)
MADISON COUNTY, MISSISSIPPI**

Invitation No. 178

Pearl River Valley Water Supply District
115 Madison Landing Circle
Ridgeland, MS 39157

January 8, 2025

The purpose of leasing of lands in the Ross Barnett Reservoir area is to obtain facilities necessary for maximum use and enjoyment of the Reservoir to the public.

Mailing/Delivering Proposal. Each proposal must be enclosed, in duplicate originals, in a sealed envelope which is marked and addressed as follows:

Invitation No. 178

To: Pearl River Valley Water Supply District
115 Madison Landing Circle
Ridgeland, MS 39157
ATTN: Jill McMurtrey, Asst. Secretary

To be Opened: March 5, 2025
11:00 a.m., Local Time
Ridgeland, Mississippi

Sealed Proposals, in duplicate, subject to the conditions specified in this invitation for proposals, will be received at the office of the Pearl River Valley Water Supply District located at 115 Madison Landing Circle, Ridgeland, Mississippi 39157, until 11:00 a.m., local time, on March 5, 2025. Proposals may be delivered during normal business hours of the District, either personally or by courier or delivery service, or mailed, postage prepaid, all at the risk and expense of the bidder, to the Pearl River Valley Water Supply District at 115 Madison Landing Circle, Ridgeland, MS 39157, ATTN: Jill McMurtrey, Assistant Secretary. Proposals should be labeled as a confidential bid for Invitation No. 178. Proposals may not be sent by facsimile transmission or by other electric means. Only original documents will be accepted. Proposals not physically received at the aforesaid office by the specified deadline, for any reason, will be returned unopened to the sender and will not be considered by the District. All proposals will remain confidential until proposal opening. The District will publicly open all proposals immediately after close of bidding at 11:00 a.m., local time, on March 5, 2025. Acceptance of any proposal is conditioned upon approval the Pearl River Valley Water Supply District Board of Directors at a meeting to be held on March 20, 2025. If no acceptable proposal is received by the District, the District reserves the right to again accept sealed proposals at the office of said District, above given, at any time within forty-five (45) days from the District's determination that no acceptable proposal have been received, upon publication of one additional advertisement, giving at least seven (7) days' notice in a newspaper of general circulation published in Jackson, Mississippi, specifying the date and hour at which said additional proposals will be received and the date and hour at which said proposals will be publicly opened. The District reserves the right to reject any and all proposals.

Property to be Leased.

(a) Location. The site offered for lease is located within the Ross Barnett Reservoir area, State of Mississippi, in the County of Madison, and more specifically described as set forth in Exhibit “1” attached hereto (the “Property”).

(b) Description Approximate. The above description of the Property and any corresponding maps or plats are believed to be correct. Any error or omission in the description of the Property or on the map or plat shall not constitute any ground or reason for non-performance of the provisions and conditions of the lease, or grounds for claim by the Lessee for any refund or deduction from the rental. A map of the Property is attached hereto as Exhibit “8” and is on file at the office of the District and is available for review during normal business hours. Any and all other surveys and descriptions required will be the responsibility of the Lessee at Lessee’s expense.

1. Purpose.

The Property will be leased in furtherance of the objective of the District to obtain the following general description: A residential development of single family residences not less than 1,800 square feet of heated and cooled space, exclusive of garages, out buildings, or accessory structures. The basic facilities and services required for this proposal are more particularly described in Exhibit “5” attached hereto and incorporated herein, entitled “Facilities, Amenities, and Services.” The use described in the Facilities, Amenities, and Services exhibit is restrictive rather than merely permissive.

2. Major Provisions of the Lease.

(a) Minimum Bid. The minimum bid on this Property will be approximately Three Million Three Hundred Thousand Dollars and no cents (\$3,300,000.00) including the payment of annual rent and reimbursement to the District for its costs of preparing the property for lease and development, including the cost of following enumerated expenses: appraised value and cost of the timber existing on the property, the construction of water and sewer infrastructure to the property and appraisal and survey fees.

(b) Title/Form of Lease. The successful proposer will be required to enter into a Lease with the District. The District will retain fee title to the leased land. The Lease shall be in a form substantially in accord with the attached lease labeled Exhibit “2.” Title to the leased land will be subject to any existing easement for utilities, roads, or other purposes, prior reservations of all minerals and to matters which would be revealed by a physical inspection of the Property. The title insurance premium, if any, and any additional title reports or updates will be the responsibility of the successful bidder.

(c) Condition of Property. The District makes no representation regarding the physical condition of the Property or any buildings, presence of fill material, environmental status, historical sites, soil, or other condition of the Property or its suitability for any purpose. Prospective bidders may examine the Property, at their own risk, and cause reasonable tests to be made, on the condition that any physical damage will be repaired at the expense of the prospective bidder causing the damage. Coordination of inspection and testing and scheduling of dates should be made with Mark Beyea, telephone number (601) 856-6574. No adjustment will be made to any payments due under the Lease for property conditions, known or unknown, discoverable or undiscoverable, except for sites identified by the Department of Archives and History as historic sites.

(d) Term. The lease will be for an initial term of sixty (60) years.

4. Expense Reimbursement; Payment to the District.

(a) Bid Deposit. A bid deposit in the amount of Ten Thousand and no cents (\$10,000.00) must accompany each proposal and be affixed on the outside of the sealed proposal. This deposit must be in the form of a cashier's check, certified check, cash, teller's check, wire transfer, or money order payable to the order of the District. Upon acceptance of a proposal by the District, the deposit made by the successful proposer shall immediately become the property of the District and is non-refundable, regardless of whether a lease is accepted by the successful bidder, except as otherwise specifically provided in this Invitation. The bid deposit will be credited on the Initial Payment due to the District upon execution of the Lease. In the event a proposal is rejected by the District for any reason, the deposit shall be immediately refunded to the bidder. If a proposer withdraws his proposal after submission of a proposal or fails to execute a lease after acceptance of the proposal, the bid deposit will be forfeited.

(b) Initial Payment. The property may be taken down in its entirety or in phases. If the property is taken down in its entirety, the Initial Payment to the District shall be 50% of the value of the property (\$3,300,000.00). If the property is taken down in phases, then the initial payment to the District shall be 50% of the value of the acreage taken down in the initial and each subsequent phase. This Initial Payment is in addition to payment of annual rental and constitutes a reimbursement to the District of its cost of preparing the property for lease and development and for the following enumerated expenses:

1. 50% of appraised value of the land taken down (i.e., \$1,650,000.00 if the property is taken in its entirety.)
2. Appraisal fees: (\$2,750.00)
3. Survey fees: none

(c) Reimbursed Expense. Upon execution of the Lease, a payment in the amount of Two thousand seven hundred fifty dollars and no cents (\$2,750.00) shall be made to the District as a reimbursement for the property appraisal and survey.

(d) Timber Payment. The Timber on this property has previously been harvested by the District.

5. Annual Rental.

(a) Minimum Aggregate Annual Rental. The minimum aggregate annual rental will be according to the attached Exhibit "7". Annual rental is for the use of the Property as proposed and includes no services or other contributions from the District. The District has absolutely no maintenance responsibility other than for potable water and sewer after acceptance by the District for which the District will receive a fee. The successful bidder is responsible for shoreline maintenance, including sea walls, stability and erosion control, maintenance of all trees, vegetation, improvements, drainage ways and pipes, the surface of all easements, historic sites, marina, storm water lines, power lines, telephone lines, gas lines water and sewer facilities not accepted for maintenance by the District, all roadways and all parts of the Leased Premises. Ad valorem taxes will be payable on the Leased Premises taken down to the appropriate taxing authority. Annual rental will be payable to the District.

(b) Payment. Rental under the lease resulting from this Invitation shall be payable annually in advance on each anniversary date of the commencement of the lease term. Pro-rata rent will be payable for the initial month if the term does not commence on the first day of a month.

(c) Insurance. Public liability insurance will be required in accordance with the lease

form attached, with minimum limits of \$2,000,000.00, single limit, and umbrella coverage with minimum limits of \$3,000,000.00, listing the District as an additional insured.

(d) The property may be taken down in its entirety or in phases. If the proposer submits a phasing schedule, a proposed phasing plan shall be part of the bidder's proposal. There must be continuity in the phasing plan. The District will not allow the bidder simply to choose the most desirable portions of the property for development and leave the remaining portions undeveloped. In its *Proposal Certificate*, Bidder will be required to propose to pay to the District at the time of the takedown an initial payment of at least 50% of the value of the property taken down and propose a stream of annual development lease payments for the initial parcel the Bidder will take down. The Bidder must propose a Bidder's per parcel bid amount that is equal to or in excess of the value assessed by the District for the property (\$3,300,000.00). Bidder's initial payment must be 50% of the product taken down and the Bidder's per parcel bid amount.

(e) The Property is to be developed *in substantial accordance with a Master Plan, a Facilities, Amenities and Services Plan and a Take-Down Schedule*, each of which is to be prepared by Bidder without cost to the District and is to be proposed for implementation by Bidder in its *Proposal Certificate*.

(f) After the Effective Date of the *Development Lease*, the successful Bidder as Lessee shall take-down, subject to the conditions and restrictions of the Lease, additional parcels at a rate or pace Bidder commits to and describes in the *Take-Down Schedule* Exhibit of its *Proposal Certificate* and the provisions of the Development Lease.

(g) Other Conditions. The Property will be leased in furtherance of the objective of the District to obtain the following general description: A residential development of single family residences not less than 1,800 square feet of heated and cooled space, exclusive of garages, out buildings, or accessory structures. The basic facilities and services required for this proposal are more particularly described in Exhibit "5" attached hereto and incorporated herein, entitled "Facilities, Amenities, and Services." The use described in the Facilities, Amenities, and Services exhibit is restrictive rather than merely permissive.

(h) The proposer should carefully examine all provisions of the attached Lease, Proposal Certificate, Statement of Qualifications and Facilities, Amenities, and Services and other documents attached or identified in the Invitation prior to submitting a proposal. All development must be in accordance with the Guidelines for Development: Commercial Property and Guidelines for Development: Residential Property, which are available at the office of the District. The successful Bidder shall be responsible for obtaining any and all necessary permits from the District and any state or federal permitting authority, including, but not limited to the United States Army Corps of Engineers, the Mississippi Department of Transportation, the United States Department of the Interior and National Park Service, etc.

(i) Lease Agreement. The final lease will be prepared by the District incorporating the provisions of the proposal and shall be *substantially* in accordance with the provisions of the attached form. As individual parcels or lots are assigned, the lease for each parcel or lot will be on a form approved by the District, and the term will be sixty years from the date of the assignment of the parcel or lot by the Lessee. The District will accept individual assignments of leases on separate buildings and outparcels; however, the District will not accept individual leases of "air space" in multi-story buildings.

(j) The present value (or worth) of the stream of annual development lease payments shall be computed as of the Effective Date of the *Development Lease* using an eight and seventy-five hundredths' percent (8.75%) annual rate of return. The present value (or worth) of the stream of annual

development lease payments must equal or exceed the arithmetic result of subtracting the Initial Payment from the product of the parcel taken-down and Bidder's then Per Parcel Bid Amount.

6. Evaluation Considerations.

(a) **The District will evaluate proposals based on highest monetary return and on the best proposed development and land use, as well as on the ability of the proposer to perform. Minimum cash payments include the Initial Payment to the District and the rental proposed. Determination of the best development and land use proposal is within the discretion of the Board of Directors. Ability of the bidder to perform proposed design of the development will be determined based on information furnished with the proposal and is part of determination of the "best" proposal. The Board will award the bid based on the highest and best proposal, as determined within the discretion of the Board. The "highest and best" is not necessarily the highest monetary return. The ability to complete a quality development, as proposed, compatible with the urban neighborhood concept using good land use planning is an important component of the bid award. Upon request, the proposer shall submit financial statements of the proposing entity for evaluation by the Board in determining the ability of the proposing entity to successfully bring its proposed project to completion. The District may investigate the proposer to determine its ability to perform based on past performance, including any violations of environmental laws or regulations by any proposer or major equity interest owners of any proposer. Decisions of the Board are final and not subject to further appeal. The Pearl River Valley Water Supply District Board of Directors will evaluate each submitted document in its determination of the selection of a successful bidder.**

7. Facilities, Amenities, and Services/Master Plan for Development. The successful bidder must provide and furnish the minimum facilities and services as stated in the attachment Exhibit "5," Facilities, Amenities, and Services and Exhibit "6" – Master Plan.

The following proposal documents are included with the Invitation at the office of the District:

Exhibit 1. Description of the Property.

Exhibit 2. Sample Development Lease.

Exhibit 3. Proposal Certificate. This document will contain the Initial Payment and rent proposal. With the exception of completing the provisions applicable to Annual Rental and Initial Payment, adding any other payments being proposed and completing any blanks, the provisions of this document should not be altered.

Exhibit 4. Statement of Qualifications. All blanks must be completed by the bidder and, if applicable, by the broker who has represented the bidder. The District will not pay a commission to any broker.

Exhibit 5. Proposed Facilities, Amenities, and Services. This document contains the general guidelines for development of the Property and will be incorporated in the lease resulting from this Invitation. The minimum provisions of this document are not subject to negotiation. Submission of a proposal in response to this Invitation shall constitute an agreement, on the part of the bidder, to comply with the provisions of the Facilities, Amenities, Services and Master Plan attachment in developing the Property.

Exhibit 6. Proposed Master Plan. This document contains the general guidelines for development of the Property and will be incorporated in the lease resulting from this Invitation. The minimum provisions of this document are not subject to negotiation. Submission of a proposal in response

to this Invitation shall constitute an agreement, on the part of the bidder, to comply with the provisions of the Master Plan in developing the Property.

Exhibit 7. Funds Schedule

Exhibit 8. Map of Property

8. The following items are on file in the office of the District and are available for inspection.
 - (a) Map and description of the Property to be leased;
 - (b) Rules and Regulations of the Pearl River Valley Water Supply District;(c)International Building, Plumbing, Mechanical, Gas, & Existing Building Codes and International Property Maintenance Code adopted by Pearl River Valley Water Supply District; and
 - (c) PRVWSD Development Standards and Specifications for Commercial Property.
 - (d) PRVWSD Development Standards for Residential Property.

EXHIBIT "1"

LEGAL DESCRIPTION OF THE PROPERTY

A parcel of land lying in Sections 1, 2 and 11, Township 7 North, Range 2 East, Madison County, Mississippi, consisting of 214 acres, more or less, (the "Leased Premises") being more particularly described as the S $\frac{1}{2}$ SE $\frac{1}{4}$ and lands lying within 957.83' of the south line and within 831.49' of the east line of the NE $\frac{1}{4}$ and SE $\frac{1}{4}$ all in Section 2; lands lying within 957.83' of the south line of NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 1; and the NE $\frac{1}{4}$ of Section 11, less and except lands within (i) Haley Creek Part 1-A, Haley Creek Part 1-B, Haley Creek Part II, Haley Creek III, (ii) the Natchez Trace Parkway, (iii) right-of-way of Old Rice Road, (iv) the Twin Harbors Elevated Water Storage Tank site, (v) the Old Rice Road Water Well site, (vi) Madison County Waste Water Authority Pumping Stations sites and (vii) the BellSouth Telecommunications site and less and except lands lying south and west of the northeast boundary of Old Rice Road Baptist Church and said line extended from the Natchez Trace Parkway to the west line of the NW $\frac{1}{4}$ of said Section 11.

EXHIBIT "2"

PROPOSED DEVELOPMENT LEASE

LEASE

This agreement is made and entered into by and between **PEARL RIVER VALLEY WATER SUPPLY DISTRICT**, an Agency of the State of Mississippi (hereinafter referred to as "Lessor"), and _____, (hereinafter referred to as "Lessee").

WITNESSETH: Lessor, in order to secure the fullest utilization of the Ross R. Barnett Reservoir in the fulfillment of the public purposes for which it was created and at the same time provide adequate access to the public and protect said Reservoir from pollution, hereby leases unto Lessee the leased premises hereinafter described, on the terms and conditions and for the consideration hereinafter set forth, the following described property (and hereinafter referred to as "leased premises"), to-wit:

See Attached Exhibit "1."

Lessee covenants and agrees with Lessor to use the Leased Premises for the following purposes, and for no other use, and in accordance with all restrictive covenants, easements, rights-of-way, and mineral reservations of record in accordance with Lessee's Bid Proposal for Invitation to Bid No. 178. The Property will be leased in furtherance of the objective of the District to obtain the following general description: A residential development of single family residences not less than 1,800 square feet of heated and cooled space, exclusive of garages, out buildings or accessory structures. The basic facilities and services required for this proposal are more particularly described in Exhibit "2" attached hereto and incorporated herein, entitled "Facilities, Amenities, and Services." The use described in the Facilities, Amenities and Services exhibit is restrictive rather than merely permissive.

Lessee further covenants and agrees with Lessor, and Lessor agrees with Lessee as follows:

1. The term of this lease shall commence on the date of execution by Lessee as shown in the acknowledgment of Lessee's signature to this Lease and terminate sixty (60) years thereafter.
2. Lessee or Lessee's predecessor in title has previously reimbursed Lessor for the pro rata cost of basic development. In addition, Lessee shall pay or cause to be paid to Lessor in advance on or before each annual anniversary date of this lease as set forth below, an annual lease rental in the following amounts: *See Exhibit "3"* attached hereto.

The Rental Schedule attached is limited by the provisions of Paragraph 1 herein.

Rental for each twelve-month lease period is due on the 1st day of such twelve-month lease period or, if such day is a Sunday or legal holiday, on the next ensuing business day, without further notice or demand. If this Lease is executed on a day other than the first day of the first Lease Period stated above, pro rata rent at the rate applicable for the first lease year will be due for the period from execution to the first day of the stated "Lease Period."

3. As a further consideration for this lease, Lessee agrees to pay any and all general taxes and special assessments applicable to the leased premises and Lessee's interest therein, levied by the State, County or any other public body. Lessee further agrees to pay to Lessor, Lessee's pro rata portion of Lessor's cost for maintenance of streets, proportionate to Lessee's area of use, said sum to be assessed fairly, uniformly and equitably. Lessor may, at Lessor's option and in its sole discretion, transfer street maintenance to any other public body willing to assume such maintenance.

4. Lessee agrees to acquire, construct, install and maintain such plumbing and sewerage facilities for the disposal of waste from toilet, bath, kitchen, laundry and other areas as are deemed adequate and may be from time to time required to comply with Lessor's rules and regulations and at all times to keep such facilities properly functioning and connected into the sewerage collector and disposal system available to the leased premises as constructed and maintained by the owner of such system. Such plumbing and sewerage facilities shall be approved by said owner prior to connection with the collector and disposal system. Lessee shall pay all fees and charges as billed for connection to and use of such water and sewer facilities and shall pay for all water and other utilities and services rendered to the leased premises.

5. Lessee agrees, at Lessee's own cost and expense, to keep all improvements in a good state of repair at all times, and maintain the leased premises in good order and in a clean, sanitary and safe condition, and in a manner which will not result in any pollution of the Reservoir from property herein leased or otherwise result in any condition deemed by Lessor to be hazardous to water purity or quality.

6. (a) At all times Lessee shall maintain, at its expense, insurance covering claims for personal injury, death and property damage under a policy of general liability insurance, with limits of not less than Two Million and no/100 Dollars (\$2,000,000.00), combined single limit coverage for bodily injury and property damage. Such insurance shall insure against liabilities arising out of or in connection with the operation of the leased premises. Lessor shall be added as an additional insured to the policies. Lessee shall furnish a certificate or certificates for all insurance to Lessor evidencing the issuance thereof. Lessor does not, by requiring insurance, waive any provisions of sovereign immunity.

(b) Lessee shall at all times observe and comply with all legal requirements, rules and ordinances of Lessor and the Protective Covenants governing the use of the leased premises.

7. Lessor reserves the right for itself or its authorized agents to have free access to the leased premises for inspection of the conditions thereof at all reasonable times and for utility access, access to any easements shown on the plat of the subdivision in which the leased premises are a part and access to the Reservoir.

8. Lessee shall not begin any construction, remove any timber or do any grading or filling of any lot, or construction of any bulkheads or buildings without first securing a building permit from Lessor's Permit Department and paying permit fees as charged at the time of issuance by Lessor. Lessee shall furnish at no cost one complete set of plans and specifications, including site plans, to Lessor's Permit Department. Lessee agrees to keep the premises in good and in a

clean, sanitary, and safe condition, and at all times maintain all structures and facilities, including retaining walls, surface water drainage systems, and sea walls in a good state of repair.

9. Lessee may only assign or sublet this Lease or the right to use leased premises as herein provided, in whole or in part, on written consent of Lessor, but if permission be granted such assignment or sublease shall not relieve Lessee from its primary obligation for the fulfillment of all terms and conditions of this Lease. Lessor may charge Lessee, its assignee or sublessee, a fee for reviewing or preparing transfer documents, changing its records and recording the transfer in the land records. No prior review or payment of a transfer fee is required for the granting of a mortgage or deed of trust by Lessee.

10. Lessee agrees that if default is made in the payment of rent or costs pursuant to Paragraph 2 hereof or if default is made in the payment of any tax, assessment or other charge made pursuant to Paragraph 3 hereof or if default is made in the performance of any of Lessee's obligations pursuant to Paragraph 4 hereof, and such default continues for thirty (30) days after the receipt of written notice by Lessee, then and in any such event of default it shall be lawful for Lessor, its legal representatives or assigns, to enter upon the leased premises, or any part thereof, either with or without process of law, and repossess the same, and to distraint for any rent or assessment that may be due thereon, at the election of Lessor, but nothing herein is to be construed to mean that Lessor is not permitted to hold Lessee liable for all unpaid rent and assessments regardless of re-entry. As to all other conditions, covenants and obligations imposed on Lessee herein, enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate said conditions, covenants and obligations to restrain violation and to recover damages, if any. Lessee shall pay to Lessor all costs of collection of rent or enforcement of this lease, including expenses of litigation and attorney's fee, regardless of whether suit is filed. Enforcement by proceedings at law or in equity may be instituted at any time after thirty (30) days written notice of the default is mailed to Lessee; provided that such proceedings may be instituted without notice where default results in or threatens pollution of the waters of the Reservoir and subject, however, to the rights of any mortgagee of record with respect to any default which may result in a forfeiture of this lease as set out in Paragraph 16 hereof. Invalidation of any provision of this lease by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. No remedy contained in this lease is exclusive of any other remedy available hereunder, at law or in equity, and Lessor may exercise any one or more of such remedies at any time and from time to time.

11. In the event of any forfeiture of this lease and termination of the term hereof as aforesaid, Lessee shall remain liable for all rental and other sums then due and shall quit, deliver up and surrender possession of the leased premises, and all structures and improvements thereon to Lessor, and thereupon this lease and all agreements and covenants on Lessor's behalf to be performed and kept, shall cease, terminate and be utterly void, the same as if the lease had not been made; and in addition thereto, Lessor shall be entitled to whatever remedies it may have for the collection of any unpaid rental hereunder, or for any other sums, for damages or otherwise, that it may have sustained on account of Lessee's nonfulfillment or nonperformance of the terms and conditions of this lease. Immediately upon the termination of this lease in any manner, whether by limitation or forfeiture, Lessor shall be entitled to take immediate possession of the leased premises and all the improvements thereon absolutely, any custom, usage or law to the contrary notwithstanding. Mobile homes, factory manufactured, complete with wheels, where permitted to

be placed, may, however, be removed at the termination of the lease when terminated by the expiration of the full term, but not in the event of default.

12. Lessee shall be responsible for any damage that may be caused to Lessor's property by the activities of Lessee and shall exercise due diligence in the protection of all improvements, timber and other property of Lessor which may be located on the leased premises or in the vicinity thereof, against fire or damage from any and all other causes. In the exercises of the privileges herein granted, Lessee shall under no circumstances interfere with navigation or pollute the waters of the Reservoir.

13. Lessee agrees to save harmless, protect and indemnify Lessor from and against any and all loss, damages, claims, suits or actions at law, judgments and costs, including attorney's fees, which may arise or grow out of any injury to or death of persons, or damages to property, caused by, arising from or in any manner connected with the exercise of any right granted or conferred hereby, or the use, maintenance, operation or condition of the property herein leased or the activities thereon conducted by Lessee, whether sustained by Lessee, Lessor, their respective agents or employees, or by any other persons, or corporations which seek to hold Lessor liable. Lessor does not waive any provision of sovereign immunity either by requiring an indemnity or insurance.

14. Lessee shall have peaceable possession so long as compliance is made by Lessee with the terms of this agreement, subject to covenants, easements, rights-of-way and reservation or conveyance of all oil, gas and other minerals.

15. In the event that notice is required to be given, it shall be by United States mail, postage prepaid, addressed to Lessee at the address set forth on the first page of this lease, or to Lessor at Post Office Box 2180, Ridgeland, Mississippi 39158 until such time as either party notifies the other in writing of a change of address.

16. Notwithstanding any provision of this lease containing a default provision, any present or future holder of a mortgage or deed of trust representing money loaned on the leased premises, shall have the right of a sixty (60) day notice of default within which to cure any default which may be cured by the payment of money. In addition, for any other default for which a forfeiture of this lease may be invoked, the holder of any such mortgage or deed of trust shall be entitled to a notice in writing of the claimed default and shall have a reasonable time, which shall not be less than sixty (60) days, to either require the correction of such default or in lieu thereof to protect itself through the exercise of a power of sale and thereby acquire title to said properties and thereafter correct the default.

17. Lessor expressly disclaims any and all covenants of title, and Lessee understands and accepts such to be a material provision of this leasehold conveyance instrument.

18. In the event of condemnation or other taking for public use under power of eminent domain of all or any part of Lessee's interest in the leased premises, payments for such condemnation or taking of Lessee's interest shall be payable to Lessee or, if the leased premises are encumbered by a mortgage or deed of trust, payment shall be made in accordance with the terms and provisions of such mortgage or deed of trust.

19. Lessee agrees that this lease constitutes the total agreement between Lessor and Lessee, and that no variation, exception, amendment or contradiction may be made whatsoever now or in the future by any verbal agreement or understanding.

20. Lessee shall have the right to review this Lease at any time prior to its expiration, in accordance with *Miss. Code Ann. § 51-9-122.1*.

21. Lessor reserves the right to make such variations and fluctuations in the water level in the Reservoir as in the discretion of its Board of Directors may be required from time to time for the proper operation and maintenance of the Reservoir or for the maintenance of the minimum flow, and/or for the maintenance of water quality standards or the enhancement of fish and wildlife.

22. A. Certification. Lessee certifies that: (1) Lessee is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and (2) Lessee is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of any such person, group, entity or nation.

B. Indemnification. Lessee agrees to defend, indemnify and hold harmless Lessor from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

WITNESS the signature of the parties hereto this ____ day of _____, 2025.

LESSOR:

PEARL RIVER VALLEY
WATER SUPPLY DISTRICT

By: _____
Adam Choate, Executive Director

[SEAL]

ATTEST:

By: _____
Jill McMurtrey, Assistant Board Secretary

LESSEE:

By: _____
Printed Name: _____
Title: _____

ACKNOWLEDGMENTS

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2025, within my jurisdiction, the within named Adam Choate and Jill McMurtrey, duly identified before me, who acknowledged that they are Executive Director and Assistant Board Secretary, respectively, of **PEARL RIVER VALLEY WATER SUPPLY DISTRICT**, an Agency of the State of Mississippi, and that for and on behalf of said District, and as its act and deed, they sealed and executed the above and foregoing instrument, after first having been duly authorized by said District so to do.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____ 2025, within my jurisdiction, _____, who acknowledged to me that he/she/they is _____ of _____, a _____, and that he/she executed the above and foregoing instrument after having been first duly authorized so to do by said entity.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "1" TO LEASE

LEGAL DESCRIPTION

A parcel of land lying in Sections 1, 2 and 11, Township 7 North, Range 2 East, Madison County, Mississippi, consisting of 214 acres, more or less, (the "Leased Premises") being more particularly described as the S $\frac{1}{2}$ SE $\frac{1}{4}$ and lands lying within 957.83' of the south line and within 831.49' of the east line of the NE $\frac{1}{4}$ and SE $\frac{1}{4}$ all in Section 2; lands lying within 957.83' of the south line of NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 1; and the NE $\frac{1}{4}$ of Section 11, less and except lands within (i) Haley Creek Part 1-A, Haley Creek Part 1-B, Haley Creek Part II, Haley Creek III, (ii) the Natchez Trace Parkway, (iii) right-of-way of Old Rice Road, (iv) the Twin Harbors Elevated Water Storage Tank site, (v) the Old Rice Road Water Well site, (vi) Madison County Waste Water Authority Pumping Stations sites and (vii) the BellSouth Telecommunications site and less and except lands lying south and west of the northeast boundary of Old Rice Road Baptist Church and said line extended from the Natchez Trace Parkway to the west line of the NW $\frac{1}{4}$ of said Section 11.

EXHIBIT “2” TO LEASE

FACILITIES, AMENITIES AND SERVICES DOCUMENTS

1. The Property will be leased in furtherance of the objective of the District to obtain the following general description: A residential development of single family residences not less than 1,800 square feet of heated and cooled space, exclusive of garages, out buildings, or accessory structures. The basic facilities and services required for this proposal are more particularly described in Exhibit “5” attached hereto and incorporated herein, entitled “Facilities, Amenities, and Services.” The use described in the Facilities, Amenities, and Services exhibit is restrictive rather than merely permissive.
2. The District will provide water and sewer to the property boundary nearest the existing water main and sewer to the property boundary nearest the existing sewer line having the capacity to accept the expected flow from the property after development. The Lessee shall be responsible for the cost of extending water or sewer service to points other than the points nearest to existing water or sewer lines. The Lessee will provide any sewer lift stations, whether on or off the Leased Premises, required if gravity flow is not sufficient. Lessee shall be responsible for improvement to all roads leading to the Leased Premises. The District assumes no responsibility for maintenance of any kind within the development other than maintenance of water and sewer systems within easements granted to the District for which the District will receive a fee and after dedication and acceptance of the system. The successful bidder is responsible for shoreline maintenance, including sea walls, retaining walls, stability and erosion control, maintenance of all trees, vegetation, improvements, drainage ways and pipes, the surface of all easements, historic sites, storm water lines, power lines, telephone lines, gas lines water and sewer facilities not accepted for maintenance by the District, all roadways and all parts of the Leased Premises.
3. As part of the development process, as more fully detailed in the Commercial and Residential Development Guidelines, the Lessee must submit to the Shoreline Development Committee detailed plans and specifications for development, including landscaping and drainage, location of common areas, and availability of sufficient funds for completion prior to commencement of construction. The Committee will review the plans for compatibility with the surrounding area, including color, design and exterior materials, proposed use and amount of common and public areas.

EXHIBIT “3” TO LEASE FUNDS SCHEDULE

I. Initial Payment for Lease

- A. Deposit: Submitted with the proposal is the sum of Ten Thousand Dollars (\$10,000.00). This deposit will be applied to the Initial Payment due upon execution of the Lease. If this proposal is withdrawn after submission or the undersigned fails to execute a lease after acceptance of the proposal by the District, the bid deposit will be forfeited. If the bid is not accepted, the Deposit will be returned.
- B. Initial Payment. The property may be taken down in its entirety or in phases. If the property is taken down in its entirety, the Initial Payment to the District shall be 50% of the value of the property (\$3,300,000.00). If the property is taken down in phases, then the initial payment to the District shall be 50% of the value of the acreage taken down in the initial and each subsequent phase. This Initial Payment is in addition to payment of annual rental and constitutes a reimbursement to the District of its cost of preparing the property for lease and development and for the following enumerated expenses:
1. 50% of appraised value of the land taken down (i.e., \$1,650,000.00 if the property is taken in its entirety.)
 2. Appraisal fees: (\$2,750.00)
 3. Survey fees: none
- C. Reimbursed Expense. Upon execution of the Lease, a payment in the amount of Two thousand seven hundred fifty dollars and no cents (\$2,750.00) shall be made to the District as a reimbursement for the property appraisal and survey.
- D. Timber Payment. The Timber on this property has previously been harvested by the District.

B. Annual Rental

Minimum Aggregate Annual Rental: The Lessee or its assigns will pay to the District a Minimum Aggregate Annual Rental for use of the Property in accord with the following schedule. After the first five (5) years, Annual Rent will escalate at the rate of ten percent (10%) every five (5) year period.

Parcels M4 (Parcel P), M5 (Parcel Q), and M6 (Parcel R)

LEASE YEAR	NPV 8.75%	RENT FOR PHASES	8.75% NPV
1	0.9195	\$119,500	\$109,880
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6	0.6045	131,450	79,462
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23	0.1453	174,965	25,422
24	0.1336	174,965	23,375
25	0.1228	174,965	21,486
26	0.1129	192,465	21,729
27	0.1039	192,465	19,997
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29	0.0878	192,465	16,898
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32	0.0683	211,715	14,460
33	0.0629	211,715	13,317
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53	0.0108	309,980	3,348
54	0.0099	309,980	3,069
55	0.0091	309,980	2,821
56	0.0084	340,980	2,864
57	0.0077	340,980	2,626
58	0.0071	340,980	2,421
59	0.0065	340,980	2,216
60	0.006	<u>340,980</u>	<u>2,046</u>
		\$12,777,875	\$1,650.274

EXHIBIT "3"

PROPOSAL CERTIFICATE

PROPOSAL FOR LEASE OF SITE

(Proposal to be submitted in duplicate)

TO: Pearl River Valley Water Supply District
115 Madison Landing Circle
Ridgeland, MS 39157

In accordance with your Invitation for Proposal No. 178, dated January 8, 2025, for the lease of the property, subject to all the conditions and requirements of the Invitation, which, insofar as they relate to this proposal, are made a part of it, the undersigned submits the proposal and agrees:

1. To bid the following amount: _____ and agree to pay the Initial Payment and the annual rental to the Pearl River Valley Water Supply District (the "District") as detailed in Exhibit "7," Funds Schedule attached.
2. To provide and furnish all of the Facilities and Services listed on the enclosed Facilities and Services attached hereto and made a part of this proposal as Exhibit "5."
3. To execute a lease substantially in the form attached as Exhibit "2" to the Invitation within thirty (30) days after it is presented by the District for execution.
4. To enter into the *Lease* (Exhibit "2") with the District allowing the undersigned Bidder to lease the Property in accordance with the provisions of said Lease.
5. To furnish such additional information and data pertaining to the undersigned's qualifications and financial ability to perform as the District may reasonably request.
6. Bidder submits its Statement of Qualifications attached hereto as Exhibit "4" and agrees to furnish such additional information and data as the District may reasonably request pertaining to the Bidder's qualifications and financial ability (i) to comply with the provisions of the Lease including the exhibits thereto and (ii) to provide its proposed Facilities. Such additional information shall be treated as confidential information and shown to only those District Directors, Executive Director, and appropriate members of the District staff having a need to review same and shall not be copied or retained or become of public record.

The undersigned further submits the Statement of Qualifications and Proposed Facilities, all of which constitute a part of this Proposal.

The undersigned acknowledges that the District is under no obligation to accept any proposal and may, at its sole discretion, reject any proposal without incurring any liability to bidders. To the fullest extent that informalities in the bid process may be waived, the

undersigned waives such informalities. This proposal will remain in force for a period of sixty (60) days from the proposed bid opening or until earlier accepted or rejected by the District.

The undersigned has been given the opportunity to inspect the Property and releases the District from any liability related to the physical condition of the Property including, without limitation, presence of fill material, soil conditions, soil bearing and density, environmental matters, wetlands, historical and cultural sites, presence of any hazardous substance, underground storage tanks or contamination of any kind, in all events whether evident or not evident. The undersigned acknowledges that the District expressly disclaims all warranties and covenants pertaining to the title or physical condition of the Property.

By: _____

Address: _____

Tax ID No. _____

EXHIBIT "4"

**STATEMENT OF QUALIFICATIONS OF PROPOSER
AND REAL ESTATE BROKER REPRESENTATIVE**

Please reply to all questions.
Use additional sheets if necessary.

The following information is submitted for attachment to and for consideration with proposal for lease of a site at the Ross Barnett Reservoir, as designated in and pursuant to Invitation for Proposal No. 177.

1. Name and address of Proposer.

2. Corporate Proposers (profit or non-profit) must enclose with the proposal a certificate of good standing or similar certificate from the state of its incorporation and a copy of its by-laws or similar governing document. Limited partnerships must enclose a certificate or other evidence of existence of a limited partnership, together with a copy of the partnership agreement certified as a true and correct copy by the general partner. General partnerships must include a copy of the partnership agreement, certified by at least one partner, as a true and correct copy of the agreement. Limited liability companies must provide a certificate of existence, or similar document, from the state of its organization together with an operating agreement or other governing document. Other business entities must include evidence sufficient for a reasonable man to determine legal existence and manner of governing its operations. All proposers other than individuals making a proposal in their individual capacity must include a resolution authorizing the proposal and identifying those persons authorized to execute the proposal on behalf of the entity. All shareholders, partners, Limited partners, general partners, beneficiaries, trustees, equitable owners and other individuals with any ownership interest must be listed by name, address (residential and business) and type of ownership.

3. Have you examined the site of the proposed development? _____

3. Have you examined the lease form which you will be required to sign? _____

4. Have you read and understood the Design Guidelines for Commercial and Residential Development? _____

5. Are you familiar with the state and local laws governing the development you are proposing?

6. Are you familiar with the business of operating facilities similar to the development and/or facilities you are proposing? _____

7. State your experience with this or similar types of developments and/or facilities. _____

8. Give names and addresses of three (3) references to your experience in this type of operation. *

(Name) (Address)

(Name) (Address)

(Name) (Address)

9. Who will personally supervise the development? _____?

Please give the name, address and previous experience in this type of operation of the architect/planner/engineer who will actually supervise the development or parts of the development.

10. Do you own or lease land adjacent to or in the vicinity of the Property? _____
If "yes," describe: _____

11. Are you a party to any other lease, concession, or contractual agreement with the Pearl River Valley Water Supply District? (If "yes" give sufficient information to identify such agreement.) _____

For purposes of the following questions, "you" shall mean any entity or individual with an equity interest in the proposer, or an officer, trustee, director, or person with similar title capacity.

(a) Are you related, by blood or by marriage, to any member of the Board of Directors of the Pearl River Valley Water Supply District? If so, list member and relationship. If not, state "No." _____

(b) Do you receive a salary per diem or expenses paid in whole or in part out of funds authorized to be expended by the Mississippi State Legislature or by the governing body of any political subdivision thereof or any other body politic within the State of Mississippi? If so, list source of payment and capacity held. If not, state "No." _____

(c) Are you an officer, director, commissioner, supervisor, chief, head, agent or employer of the government or any agency thereof, or of any public entity created by or under the laws of the State of Mississippi or created by an agency or governmental entity thereof, any of which is funded by public funds or which expends, authorizes or recommends the use of public funds? If so, identify position. If not, state "No." _____

(d) Are you an elected or appointed official of the government? If so, identify office. If not, state "No." _____

13. The undersigned authorized principals, officers, members or managers of Bidder hereby warrant to District that they are collectively organized and operate under that certain/*insert "Operating Agreement," "Corporate By Laws" or "Partnership Agreement"*/ dated/ insert date of governing document _____, 20__ , which is (are) available for confidential review by the District's Directors, Executive Director or Counsel on request. Such other information regarding the legal existence and manner of governing the operations of Bidder shall be submitted for confidential review upon request.

14. The undersigned principals, officers, members or managers of Bidder hereby warrant to the District that Bidder's /*insert name and title of authorized officer*/ _____ has been duly authorized to submit this Proposal Certificate on behalf of Bidder and additionally is authorized to execute any and all certificates, leases, assignments and other documents for the Bidder and to represent the Bidder at any meeting with the District Staff, Shoreline Development or other Committee, or Board of Directors.

15. The undersigned _____/*insert name and title of authorized officer*/ _____ of the Bidder hereby warrants to the District for and on behalf of Bidder that he/she has reasonably examined the Property and based on what he/she has observed, he/she is of the belief that those areas within the Property that are feasibly amenable for commercial purposes can be developed into marketable Lots.

16. The undersigned _____/ *insert name and title of authorized officer*/ _____ hereby warrants to the District for and on behalf of Bidder that he/she has reasonably examined the Development Lease that the successful Bidder will be required to sign and that he/she has reasonably examined the District's standard form long term commercial Lease.

17. For the purpose of furnishing the latest financial information available for Bidder, please find attached an envelope marked Confidential addressed to Executive Director, Pearl River Valley Water Supply District, containing such information related to the finances of Bidder. Such other information that may be necessary to satisfy the District will be made available in confidence for review by the appropriate Directors and officers of the District.

1. The undersigned authorized principals, officers, members or managers of Bidder hereby consent to the District's contacting the people identified below as financial references and have asked these people to cooperate with the District in stating in general terms their knowledge of principal's officer's, member's or manager's experience with financially managing similar developments and the principal's, officer's, member's or manager's general financial stability and responsibility. The person identified for each respective principal, director, trustee, officer, member or manager of Bidder will be the only person with whom the District's authorized officer should correspond or communicate.

(a) For _____/*insert name and title of authorized officer*/ _____ of Bidder, contact

i. _____/*insert name of first reference*/ _____, _____/*insert address of this person*/ _____, _____/*insert telephone number or other contact information for this person*/ _____.

ii. _____/insert name of second reference/_____, _____/insert address of this person/_____, _____/insert telephone number or other contact information for this person/_____.

(b) For _____/insert name and title of authorized officer/_____ of Bidder, contact

i. _____/insert name of first reference/_____, _____/insert address of this person/_____, _____/insert telephone number or other contact information for this person/_____.

ii. _____/insert name of second reference/_____, _____/insert address of this person/_____, _____/insert telephone number or other contact information for this person/_____.

PLEASE FEEL FREE TO PROVIDE ANY ADDITIONAL INFORMATION WHICH YOU THINK WOULD ASSIST THE BOARD IN EVALUATING YOUR PROPOSAL

STATEMENT OF REAL ESTATE BROKER REPRESENTATION

The licensed Mississippi Real Estate Broker whose name, address and signature appear below has represented the undersigned in the showing of this site.

Broker's Name: _____

Broker's Signature: _____

Address: _____

Miss. Real Estate Broker's License No. _____

If no Broker is involved, please certify that no Broker is due any commission or payment from the undersigned by stating "No Broker" in the following blank: _____

Please note that the Pearl River Valley Water Supply District will pay no commission to any broker or agent.

The undersigned certifies that the above information is true to the best of my (our) (its) knowledge and belief. The undersigned agrees to hold the District harmless from any claim, loss or liability related to any agreement between the undersigned and any real estate broker, agent or sales person.

Date: _____

[This document must be signed by the bidder]

EXHIBIT "5"

PROPOSED FACILITIES, AMENITIES, AND SERVICES

1. The Property will be leased in furtherance of the objective of the District to obtain the following general description: A residential development of single family residences not less than 1,800 square feet of heated and cooled space, exclusive of garages, out buildings, or accessory structures. The basic facilities and services required for this proposal are more particularly described in Exhibit "5" attached hereto and incorporated herein, entitled "Facilities, Amenities, and Services." The use described in the Facilities, Amenities, and Services exhibit is restrictive rather than merely permissive.
2. The District will provide water and sewer to the property boundary nearest the existing water main and sewer to the property boundary nearest the existing sewer line having the capacity to accept the expected flow from the property after development. The Lessee shall be responsible for the cost of extending water or sewer service to points other than the points nearest to existing water or sewer lines. The Lessee will provide any sewer lift stations, whether on or off the Leased Premises, required if gravity flow is not sufficient. Lessee shall be responsible for improvement to all roads leading to the Leased Premises. The District assumes no responsibility for maintenance of any kind within the development other than maintenance of water and sewer systems within easements granted to the District for which the District will receive a fee and after dedication and acceptance of the system. The successful bidder is responsible for shoreline maintenance, including sea walls, retaining walls, stability and erosion control, maintenance of all trees, vegetation, improvements, drainage ways and pipes, the surface of all easements, historic sites, storm water lines, power lines, telephone lines, gas lines water and sewer facilities not accepted for maintenance by the District, all roadways and all parts of the Leased Premises.
3. As part of the development process, as more fully detailed in the Commercial and Residential Development Guidelines, the Lessee must submit to the Shoreline Development Committee detailed plans and specifications for development, including landscaping and drainage, location of common areas, and availability of sufficient funds for completion prior to commencement of construction. The Committee will review the plans for compatibility with the surrounding area, including color, design and exterior materials, proposed use and amount of common and public areas.

EXHIBIT “6”

MASTER PLAN

A conceptual plan is required as part of the selection process. Bidders should submit with the proposal a Master Plan for Development, including a sketch plan, proposed construction materials and preliminary construction schedules. The proposed architects, designers and engineers must also be included and will constitute a significant portion of the selection process. Graphic design will also be helpful in assisting the Board in the selection process. This preliminary plan may be altered during the review process as more detailed information is developed relative to the site and market acceptance. Proposers must provide details of the principal structures proposed and must attach such information either in the form of a sketch plan with supplementary detailed written description or in the form of a detailed sketch plan which may incorporate on the plan itself the necessary information, showing the location of all items of proposed construction and improvements, such as subdivision lots, common areas, community buildings, landscaped areas and other improvements. The natural landscape and inherent beauty of the Property should be maximized. Information must also be provided as to the proposed construction materials that will be used in building. Construction schedules may be phased and stated as a good faith estimate. The sketch plan, design concept, and dates for completion of construction are an integral part of the selection process for highest and best proposal. State the approximate date, following delivery of the Lease, that you expect the initial, minimum Facilities, Amenities, and Services required will be available for use. State the approximate date or dates when you expect to have available for use any additional Facilities, Amenities, and Services which are proposed. (Use separate sheet if necessary.)

NOTE: Generally, the District expects that minimum Facilities, Amenities, and Services will be made available as soon as practicable. Proposed time schedules for development should be included in the Master Plan for Development. Reasonable variation in the time schedules for Facilities, Amenities, and Services will be allowed.

EXHIBIT "7"

FUNDS SCHEDULE

I. Initial Payment for Lease

- A. **Deposit:** Submitted with the proposal is the sum of Ten Thousand Dollars (\$10,000.00). This deposit will be applied to the Initial Payment due upon execution of the Lease. If this proposal is withdrawn after submission or the undersigned fails to execute a lease after acceptance of the proposal by the District, the bid deposit will be forfeited. If the bid is not accepted, the Deposit will be returned.
- B. **Initial Payment.** The property may be taken down in its entirety or in phases. If the property is taken down in its entirety, the Initial Payment to the District shall be 50% of the value of the property (\$3,300,000.00). If the property is taken down in phases, then the initial payment to the District shall be 50% of the value of the acreage taken down in the initial and each subsequent phase. This Initial Payment is in addition to payment of annual rental and constitutes a reimbursement to the District of its cost of preparing the property for lease and development and for the following enumerated expenses:
1. 50% of appraised value of the land taken down (i.e., \$1,650,000.00 if the property is taken in its entirety.)
 2. Appraisal fees: (\$2,750.00)
 3. Survey fees: none
- C. **Reimbursed Expense.** Upon execution of the Lease, a payment in the amount of Two thousand seven hundred fifty dollars and no cents (\$2,750.00) shall be made to the District as a reimbursement for the property appraisal and survey.
- D. **Timber Payment.** The Timber on this property has previously been harvested by the District.

C. Annual Rental

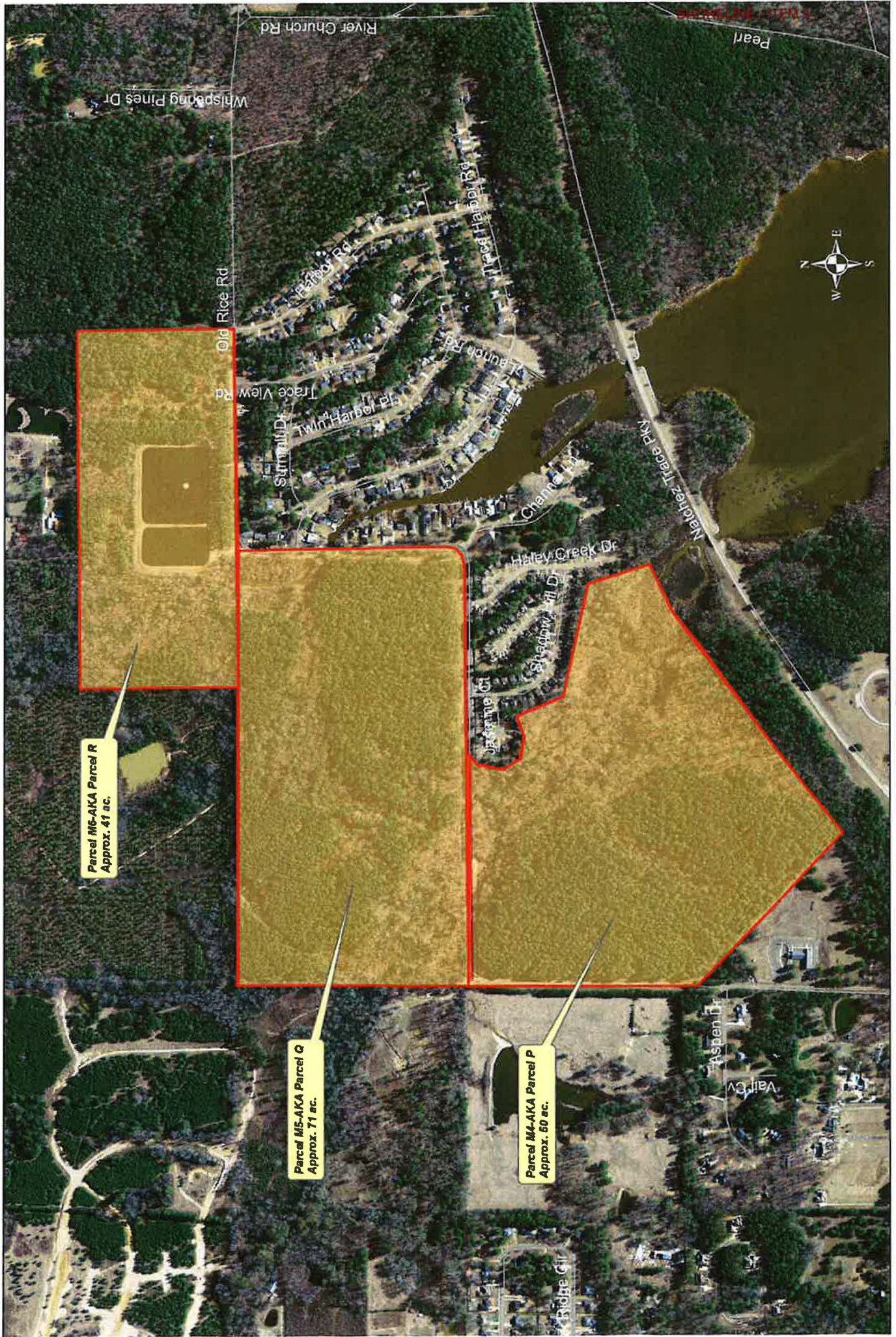
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		\$12,777,875	\$1,650.274

EXHIBIT "8"
MAP OF PROPERTY



Parcel M6-AKA Parcel R
Approx. 41 ac.

Parcel M5-AKA Parcel Q
Approx. 71 ac.

Parcel M4-AKA Parcel P
Approx. 50 ac.