

INVITATION FOR PROPOSALS FOR LEASE OF REAL PROPERTY OF THE PEARL
RIVER VALLEY WATER SUPPLY DISTRICT, ROSS BARNETT RESERVOIR

Invitation No. 152

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

January 20, 2012

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 by the public.

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

Invitation No. 152
Proposal for Lease
Ross Barnett Reservoir

To: Pearl River Valley Water Supply District
115 Rankin Landing Circle (physical delivery)
Ridgeland, MS 39157, or
P.O. Box 2180
Ridgeland, MS 39158 (mailing address)
Attn: Cindy Ford, Executive Assistant
To be Received by 10:00 a.m., March 8, 2012
To be Opened: 10:15 a.m., March 8, 2012

Proposals for a commercial development on a site consisting of approximately eight acres abutting Spillway Road and Pelahatchie Shore Drive in Rankin County, Mississippi, may be delivered during normal business hours to the office of the District, either personally or by courier or delivery service to the physical address, or mailed, postage prepaid, to the post office address, all at the risk and expense of the bidder. Proposals may not be sent by facsimile transmission or by other electronic 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. Time is of the essence for all proposals. Subject to the conditions specified herein, proposals will be received until 10:00 a.m., Thursday, March 8, 2012. The District will publicly open all proposals at 10:15 a.m. on Thursday, March 8, 2012. Acceptance of any bid is conditioned upon approval by the Board of Directors at its meeting on Thursday, March 15, 2012. If no acceptable proposal is received by the District, the District reserves the right to again accept sealed proposals at the office of the District, above given, at any time within thirty (30) days from the District's determination that no acceptable proposal has been received, upon publication of one additional advertisement, giving at least five (5) days' notice in a newspaper of general circulation published in Jackson, Mississippi, specifying the date and hour at which proposals will be received and publicly opened. Determination of the acceptable "best" proposal includes consideration of the master plan for development in addition to monetary return. The District reserves the right to reject any or all proposals, without liability and for any reason.

A PRE-BID CONFERENCE EXPLAINING THE PROJECT AND THE SELECTION PROCESS WILL BE HELD AT THE OFFICE OF THE DISTRICT, 115 MADISON LANDING CIRCLE, RIDGELAND, MS AT 2:00 p.m. ON TUESDAY, FEBRUARY 7, 2012. ATTENDANCE IS RECOMMENDED BUT NOT MANDATORY. INFORMATION OBTAINED FROM ANY OTHER SOURCE IS UNOFFICIAL AND NON-BINDING ON THE DISTRICT.

GENERAL REQUIREMENTS OF PROPOSAL

1. 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 Rankin, and is described as set forth in Exhibit "A" attached (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 ground for claim by the lessee for any refund or deduction from the rental. A survey of the Property 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.

2. Purpose.

The property will be leased in furtherance of the objective of the District to obtain the following general development: a commercial subdivision for free standing or attached buildings or facilities constructed in accordance with Design Guidelines approved by the District and enforced by the lessee for use and occupancy by general and specialty retail merchants, professional practitioners and businessmen, restaurateurs and/or other food and convenience service providers that benefit from being located in a commercial area with uniformly well lighted, well landscaped and well maintained exterior finishes, parking lots, signage and appurtenances; banks and financial institutions; business and professional office buildings; sports and fitness centers; nursery and garden centers; storage facilities; beauty and barber shops, salons, and spas; medical and dental clinics and diagnostic, therapy and treatment centers; pharmacies; and operations ancillary to any of same. The uses listed above as permitted are intended to be illustrative and not definitive of all permitted uses. Any use or occupancy that includes or involves, primarily or substantially, activities associated with the following enterprises are to be expressly prohibited in the subdivision: illegal or unlawful activities; any residential structure used as rental property; high density condominiums; funeral homes, mortuaries and crematoriums; laundromats; auction barns and stores whose sales are predominantly of used, liquidated, going-out-of-business, secondhand, flea market or surplus merchandise; pool halls; beer barns; package stores or bars selling intoxicating liquors except as an appurtenance inside a first class restaurant; offices or shops for bail bondsmen, tattoo parlors; pawn dealers, businessmen cashing payroll checks or providing cash advances; adult book stores; stores selling or exhibiting pornographic materials; bars, night clubs and establishments providing adult entertainment or opportunities for gaming; and businesses that display outdoors within public view for sale, rent or repair automobiles, boats, manufactured housing, recreational vehicles, farm or construction equipment, or lumber or building materials for sale or rent. The basic facilities and services required for this proposal are more particularly described in Exhibit "E" attached hereto and incorporated herein, entitled "Facilities and Services." The general use described in the Facilities and Services exhibit is restrictive rather than merely permissive.

3. Major Provisions of the Lease.

(a) 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 B. Title to the leased land will be subject to any existing easements 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 District will furnish a title report based upon which leasehold title insurance may be obtained by the successful bidder within ten (10) days prior to lease execution. The cost of the initial report will be paid by the District. The title insurance premium, if any, and any additional title reports or updates will be the responsibility of the successful bidder.

(b) 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 Greg Burgess whose phone number is 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 historical sites.

(c) Term. The lease will be for a term of sixty (60) years. The lease is subject to renewal as provided in §51-9-122.1 of the **Mississippi Code of 1972**, as amended.

(d) Phases. At the election of the developer/lessee, the Property may be leased in no more than three phases. In the First Phase, the developer shall lease no less than three and one-half (3½) acres (the "Initial Lease"). Thereafter, no less than fifty percent (50%) percent of the remaining land must be leased within five (5) years following execution of the Initial Lease (the "Second Phase") and should there be land remaining within the Property, such land must be leased within ten (10) years following execution of the Initial Lease (the "Third Phase"). If the developer/lessee elects to lease the Property in phases, a phasing plan shall be submitted with the bid; however, the plan may be altered (other than the maximum time and minimum acreage between phases) with the consent of the District as development progresses. If development in phases is elected, for the Initial Lease, the Expense Reimbursement Payment and the Annual Rental Payments as set forth in Exhibit "F" will be prorated based on the number of acres being leased in the Initial Lease and the number of acres in the Property. After the Initial Lease, for land being leased during the Second Phase or during the Third Phase, in a Subsequent Lease, the Expense Reimbursement Payment and the Annual Rental Payments shall be increased by one-sixth of one percent for each month that has lapsed since the execution date of the Initial Lease and the closing date of the Subsequent Lease and then prorated based on the number of acres then being leased and the number of acres in the Property. On the execution of the Initial Lease or a Subsequent Lease, should the Initial Payment for that lease exceed the pro-rated Expense Reimbursement Payment, at the election of the developer/lessee Annual Rental Payments may be adjusted to reflect such excess. For an Initial Lease or a Subsequent Lease, the Expense Reimbursement Payment/Initial Payment and the first year's Annual Rent Payment shall be due

and payable on execution of the Lease. Failure to lease at least fifty percent (50%) percent of the remaining land during the Second Phase may, at the sole option of the District, terminate developer/lessee's right to lease additional land during the Third Phase. However, any lease theretofore executed by the District shall not be affected by the District's election to terminate such right

4. Expense Reimbursement; Payment to the District.

(a) Deposit. A bid deposit in the amount of \$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, teller's check or money order payable to the order of the District or cash. 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/Expense Reimbursement. The initial payment to the District, due in full upon execution of the Lease, shall be a minimum of \$892,500.00 for the entire Property, subject to development in phases as provided in Section 3(d) above. 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.

5. Annual Rental.

(a) Minimum Aggregate Annual Rental. The minimum aggregate annual rental is set forth in Exhibit "F" attached hereto. Annual rental is for the use of the Property as proposed and includes no services or other contributions from the District. Ad valorem taxes will be payable on the leasehold estate 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 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) Other Conditions. The design concept of the proposed development of the Property is an integral part of the selection process for the best bidder. It is expected that a professional architect or engineer will be associated by the successful bidder to plan and lay out the development. The Property is located between two major traffic arteries and is one of the

flagship District properties visible to the public upon entering the Reservoir project area. A visually pleasing development with significant green space and landscaping, well maintained, is expected.

The proposer should carefully examine all provisions of the attached lease, proposal certificate, statement of qualification and facilities 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, a copy of which is available at the office of the District.

(e) 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. If individual parcels are assigned, the lease for each parcel will be on form approved by the District, and the term will be sixty years from the date of the assignment of the parcel by the Lessee.

6. Evaluation Considerations. In the event multiple proposals are received, 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. Determination of the value of the monetary proposal will be made utilizing the present value of the minimum proposed cash payments discounted at 8.75% per year. "Minimum proposed cash payments" include the initial payment to the District and the annual 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 and 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 proposal 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, and good land use planning is an important component of the bid award. 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. By submitting a proposal, you consent to the terms of this Invitation. Decisions of the Board are final and not subject to further appeal.

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

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

Exhibit A. A Description of the Property.

Exhibit B. Sample Lease.

Exhibit C. 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 D. 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 E. Proposed Facilities 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 and services attachment in developing the Property.

Exhibit F. Funds Schedule.

8. Statutory Right of First Refusal. The former owner(s) of the Property has a statutory right, for a period of thirty (30) days after the determination of the highest and best proposal by the Board of Directors of the District, to lease the Property by meeting the highest and best proposal and by complying with all terms and conditions of such leasing. However, the Board of the District shall not, in any event, lease to any former owner more land than was taken from such former owner for the construction of the project or one-quarter mile of shore-line, whichever is lesser. If the option is not exercised by such former owner within the 30-day period, then the Board of Directors may accept the highest and best proposal. The former owners may be deceased or may waive their statutory right, in which event the 30-day period will be inapplicable.

The following items are on file in the office of the District and are available for inspection.

1. Survey plat and metes and bounds description of the Property to be leased.
2. Rules and Regulations of the Pearl River Valley Water Supply District.
3. Standard Building, Plumbing, Mechanical, Gas, Fire Prevention, & Existing Building Codes.
4. Guidelines for Development: Commercial Property.
5. Tree Preservation Ordinance.

EXHIBIT A

THE PROPERTY

Part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and Part of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 12, T6N, R2E and Part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and Part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 7, T6N, R3E, Rankin County, Miss. and being more particularly described as follows:

BEGINNING at a recovered iron pin marking the intersection of the Northerly line of Spillway Road with the Easterly line of Pelahatchie Shore Drive as both are presently laid out, constructed and in use and run thence N 23 degrees 18 minutes 51 seconds E - 223.09' along the East line of Pelahatchie Shore Drive to a recovered iron pin; said iron pin marking the Point of Curvature of a 17 degree 45 minute 38 second curve in the East line of Pelahatchie Shore Drive; said curve having a Delta Angle of 29 degrees 17 minutes 44 seconds and a radius of 322.60'; run thence along the arc of said Curve a chord bearing and distance of N 37 degrees 54 minutes 52 seconds E - 163.20' to an iron pin set marking the Point of Tangency thereof; run thence N 52 degrees 33 minutes 59 seconds E - 150.91' along the East line of Pelahatchie Shore Drive to a recovered iron pin; said iron pin marking the Point of Curvature of a 13 degree 16 minute 30 second curve bearing to the left in a Northerly direction in the East line of Pelahatchie Shore Drive; said curve having a Delta Angle of 09 degrees 09 minutes 08 seconds and a radius of 431.61'; run thence along the arc of said curve a chord bearing and distance of N 47 degrees 59 minutes 26 seconds E - 68.87' to a recovered iron pin marking the SW. corner of Lot 8, Commonwealth, Part 1 a subdivision according to the map or plat thereof on file in the Office of the Chancery Clerk at Brandon, Rankin County, Miss.; thence leaving Pelahatchie Shore Drive, run S 64 degrees 39 minutes 03 seconds E - 529.27' along the Southerly line of Commonwealth, Part 1 and along the Southern line of Bay Creek, a subdivision according to the map or plat thereof on file in the Office of the Chancery Clerk, aforesaid, to an iron pin set; thence leaving said subdivision, run S 25 degrees 20 minutes 52 seconds W - 525.00' to an iron pin set in the Northerly Right of Way of Spillway Road; run thence N 64degrees 39 minutes 03 seconds W - 120.00' along the Northerly line of Spillway Road to a recovered iron pin; run thence S 25° 20' 52" W - 55.00' along the Northerly line of Spillway Road to a recovered iron pin; run thence N 64 degrees 39 minutes 03 seconds W - 532.39' along the Northerly line of Spillway Road to the POINT OF BEGINNING.

EXHIBIT B

LEASE

This agreement is made and entered into by and between PEARL RIVER VALLEY WATER SUPPLY DISTRICT, an Agency of the State of Mississippi, as Lessor (hereinafter referred to as "Lessor"), and _____, as Lessee (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, on the terms and conditions and for the consideration hereinafter set forth, leases unto Lessee the following described property situated in Rankin County, State of Mississippi, more particularly described as follows (hereinafter referred to as the "leased premises"), to-wit:

Part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and Part of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 12, T6N, R2E and Part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and Part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 7, T6N, R3E, Rankin County, Miss. and being more particularly described as follows:

BEGINNING at a recovered iron pin marking the intersection of the Northerly line of Spillway Road with the Easterly line of Pelahatchie Shore Drive as both are presently laid out, constructed and in use and run thence N 23 degrees 18 minutes 51 seconds E - 223.09' along the East line of Pelahatchie Shore Drive to a recovered iron pin; said iron pin marking the Point of Curvature of a 17 degree 45 minute 38 second curve in the East line of Pelahatchie Shore Drive; said curve having a Delta Angle of 29 degrees 17 minutes 44 seconds and a radius of 322.60'; run thence along the arc of said Curve a chord bearing and distance of N 37 degrees 54 minutes 52 seconds E - 163.20' to an iron pin set marking the Point of Tangency thereof; run thence N 52 degrees 33 minutes 59 seconds E - 150.91' along the East line of Pelahatchie Shore Drive to a recovered iron pin; said iron pin marking the Point of Curvature of a 13 degree 16 minute 30 second curve bearing to the left in a Northerly direction in the East line of Pelahatchie Shore Drive; said curve having a Delta Angle of 09 degrees 09 minutes 08 seconds and a radius of 431.61'; run thence along the arc of said curve a chord bearing and distance of N 47 degrees 59 minutes 26 seconds E - 68.87' to a recovered iron pin marking the SW. corner of Lot 8, Commonwealth, Part 1 a subdivision according to the map or plat thereof on file in the Office of the Chancery Clerk at Brandon, Rankin County, Miss.; thence leaving Pelahatchie Shore Drive, run S 64 degrees 39 minutes 03 seconds E - 529.27' along the Southerly line of Commonwealth, Part 1 and along the Southern line of Bay Creek, a subdivision according to the map or plat thereof on file in the Office of the Chancery Clerk, aforesaid, to an iron pin set; thence leaving said subdivision, run S 25 degrees 20 minutes 52 seconds W - 525.00' to an iron pin set in the Northerly Right of Way of Spillway

Road; run thence N 64degrees 39 minutes 03 seconds W – 120.00’ along the Northerly line of Spillway Road to a recovered iron pin; run thence S 25° 20’ 52” W – 55.00’ along the Northerly line of Spillway Road to a recovered iron pin; run thence N 64 degrees 39 minutes 03 seconds W - 532.39’ along the Northerly line of Spillway Road to the POINT OF BEGINNING.

Lessee covenants and agrees with Lessor to use the leased premises for the construction and development of a commercial development or such other similar use as may be approved by the Board of the District, in accordance with Exhibit “___” attached as Proposed Facilities and Services to Invitation No. 152. All exhibits and documents referenced in the exhibits are on file in the office of Lessor. Lessee further covenants and agrees with Lessor and Lessor agrees with Lessee as follows:

1. The term of this lease shall commence on the day of _____, 20____, and terminate on the _____ day of _____, ____.

2. Lessee binds and obligates itself to pay or cause to be paid to Lessor (i) as Development Fund Escrow for reimbursement to Lessor of its cost in developing the property for lease, and (ii) annual rental, payable annually in advance on the day of each during the term of this lease in the amounts set forth in Exhibit “___” , "Annual Rental Schedule” attached to the Facilities and Services exhibit to this Lease. The term "years" as used in said exhibit shall mean consecutive periods of twelve calendar months each, commencing _____, ____, 2012. Lessee shall pay a charge of 10% of the amount of any payments not received within fifteen days after the due date, not as interest or penalty but as reimbursement of the cost of processing late payments. Any lease payments not received within ninety (90) days after the due date will bear interest at the rate of 10% per annum from the due date until paid. Lessee shall also pay all collection costs and attorney fees for default.

3. As 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, Municipality or any other public body or district.

4. Lessee, in fulfillment of its herein accepted obligations to the public, shall commence the development of the leased premises within one year after the date of delivery of this lease to Lessee and agrees to have facilities and services enumerated on the attached exhibits available to the general public within the specified period on said exhibit. Lessor may agree in writing to an extension of time for providing the facilities and services designated in attached exhibits wherever, in its opinion, the public demand does not reach the anticipated level at the time stated, or when a delay in providing the facilities and services is beyond the control of the Lessee. The Lessee agrees that the premises shall at no time be used for any unlawful activity, and only for the general and related purposes specified in the attached exhibits. The Lessee further agrees that it will at its own cost and expense keep all improvements in a good state of repair at all times. Lessee shall pay for all water and other utilities and services rendered to the demised premises. Lessee shall establish a homeowner's association which shall be responsible for continuing maintenance of all common facilities and common areas, including the

subdivision sign and boulevards, and shall be responsible for payment of all bills for street lights and other common area utilities and expenses.

5. The 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 to the sewerage collector and disposal system available to the premises. Such plumbing and sewerage facilities must be approved by Lessor prior to connection with the collector and disposal system of the Lessor. Lessee shall pay all fees and charges as billed by Lessor for connection to and use of such water and sewer facilities and shall pay Lessor for all water and other utilities and services rendered to the leased premises.

6. Lessee, at the time of commencement of this lease, shall obtain from a reputable insurance company, acceptable to Lessor, and carry, during the term of this lease in the name of and on behalf of both Lessee and Lessor, comprehensive general public liability insurance in limits of not less than \$2,000,000.00 single limit coverage, with a \$3,000,000 umbrella policy. A certificate or certificates for all insurance shall be furnished to Lessor, evidencing the issuance thereof and naming Lessor as an insured.

7. The Lessee shall at all times observe and comply with all legal requirements, rules and ordinances of Lessor and of the County and/or Municipality wherein the above described lands are located, and all laws of the State of Mississippi, which may affect the premises hereby leased or the business or activities carried on therein. Any covenants, rules or regulations of Lessee shall be subject to Lessor's prior approval.

8. Lessor reserves the right for itself and 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 and access to any easements shown on the plat of the subdivision in which the leased premises are a part.

9. Lessee shall not begin any construction and shall not permit or suffer any timber or native shrub to be cut, nor permit the removal of sand, gravel or kindred substance from the ground, nor shall it in any manner substantially change the contour or condition of the leased premises without first securing written approval by Lessor. Lessee agrees to keep the premises in good order and in a clean, sanitary, and safe condition, and at all times maintain all structures and facilities (including retaining walls, surface water drainage systems, sea walls and the like) in good state of repair. Lessee's responsibilities hereunder, after substantial completion of the proposed development, may be assumed by the property owners association.

10. Lessee shall not assign this lease or sublet any of the lands hereby demised or the right to use the leased premises in whole or in part, without the prior written consent of Lessor, but if permission, which shall not be arbitrarily withheld, is granted, such assignment or subleasing shall not relieve Lessee from its primary obligation for the fulfillment of all of the terms and conditions of this Lease.

11. The parties herein expressly agree that if default is made in the payment of rent, or any part thereof, or any other costs or payments to be made 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 shall be made in the performance of any of Lessee's obligations pursuant to Paragraph 4 hereof, or if any other default in the payment of money shall occur hereunder, it shall be lawful for Lessor, its legal representatives or assigns, after giving Lessee five (5) days prior written notice, to enter upon the leased premises, or any part thereof, and either with or without process of law, to repossess the same, and to distraint for any rent or assessment that may be due. Nothing herein is to be construed to mean that Lessor is not permitted to hold the Lessee liable for all unpaid rent and assessments, regardless of re-entry and, upon any default, Lessor shall be entitled to immediate, exclusive possession of the leased premises. As to all other conditions, covenants and obligations imposed on the Lessee herein, enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate this lease, to restrain violation, to recover damages, if any, to terminate this lease and to take any other action available to Lessor. Lessee shall pay to Lessor all cost of enforcement of this lease, including expenses of litigation and attorney's fees, regardless of whether suit is filed. Enforcement by proceedings at law or in equity may be instituted at any time after thirty (30) days prior notice of default to Lessee, except in situations in which Lessor determines it would be dangerous or detrimental to public health, safety or welfare to delay immediate action, in which events no notice need be given. 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. Proceeding under any provision of this lease and/or taking any action at law or in equity shall not operate as an election of any remedy to the exclusion of any other remedy and Lessor may pursue as many actions as it deems necessary or desirable to achieve full compliance and enforcement of the terms of this Lease.

12. In the event of any forfeiture of this lease and termination of the term thereof as aforesaid, Lessee shall immediately 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 the 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, the Lessor shall be entitled to whatever remedies it may have for recovery of any sums, for damages or otherwise, sustained on account of the Lessee's nonfulfillment or nonperformance or the termination of this lease in any manner, whether by limitation or forfeiture. Lessor shall be entitled to take immediate and exclusive possession of the leased premises and all the improvements thereon absolutely, any custom, usage or law to the contrary notwithstanding.

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

14. Lessee agrees to save harmless, protect and indemnify Lessor from and against any and all loss, damages, claims, suits or actions at law, judgment and costs, including attorney's fees, which may arise or grow out of any injury to or death of persons, or damage 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 or any other party, whether sustained by Lessee, Lessor or their respective agents or employees, or by any other person or entity which seeks to hold Lessor liable.

15. In the event proceedings in bankruptcy, voluntary or involuntary, receivership, or other similar action shall be instituted against Lessee, Lessor may, at its option, terminate this lease, declare the same null and void and retake possession of the leased premises, together with the improvements thereon.

16. Lessee shall have quiet and peaceable possession so long as compliance is made by Lessee with the terms of this agreement, subject to protective covenants, prior reservations or conveyance of oil, gas and other minerals, easements as shown on the plat of the subdivision in which the leased premises are situated and other matters of record in the public records of the jurisdiction in which the leased premises are situated. Lessee acknowledges that Lessor will make no warranty or representation as to title or quiet enjoyment to any subsequent lessee, assignee, sublessee or other transferee and all such representations and warranties, if any, shall be made by parties other than Lessor.

17. In the event that notice is required to be given, it shall be by United States mail, postage prepaid, addressed to the Lessee at _____, until such time as Lessee advises Lessor in writing of a change of said address, or to Lessor at _____.

18. 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-day notice of default within which to cure any default which may be cured by the payment of money. In addition, for any other default for which a forfeiture of said leases may be invoked, the holder of a 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 60 days after receipt of notice, 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 correct such default. In situations in which Lessor determines it would be dangerous or detrimental to public health, safety or welfare to delay immediate action, Lessor may take any action it elects (other than a final termination of this lease) without notice to any party. Notice in such events will be given, however, as soon as reasonably possible.

19. The Lessee agrees that this lease constitutes the total agreement between Lessor, the Pearl River Valley Water Supply District, 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. 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 the maintenance of the

minimum flow, and/or for the maintenance of water quality standards or the enhancement of fish and wildlife.

21. Wherever used herein, the terms "Lessor" or "District" and "Lessee" shall include the original parties hereto, their successor in title, legal representatives, heirs and assigns, unless otherwise stated.

22. a) Certification. Lessee certifies that: (i) 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 (ii) 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, 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.

23. Development of the leased premises shall be subject to and in accordance with the Design Guidelines: Design Guidelines: Commercial Property, Tree Preservation Ordinance, the general rules and regulations of Lessor from time to time in effect and as set forth in the protective covenants submitted by Lessee and approved by Lessor.

24. The Lessee agrees that this lease constitutes the total agreement between Lessor, the Pearl River Valley Water Supply District, 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.

WITNESS the signature of the parties hereto this ____ day of _____, 2012.

LESSOR:

PEARL RIVER VALLEY WATER
SUPPLY DISTRICT

By:

Title:

LESSEE:

By:

Title:

EXHIBIT C
PROPOSAL CERTIFICATE

PROPOSAL FOR LEASE OF COMMERCIAL SITE

(Proposal to be submitted in duplicate)

To: Pearl River Valley Water Supply District
115 Rankin Landing Circle
Ridgeland, Mississippi 39157

In accordance with your Invitation for Proposal No. 152, dated January 20, 2012 for the lease of the property bordered by Pelahatchie Shore Drive and Spillway Road consisting of approximately 8.193 acres as described in the Invitation, 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 this proposal and agrees:

1. To pay the initial payment and the aggregate annual rental to the Pearl River Valley Water Supply District (the "District") as detailed in Exhibit F, Funds Schedule attached.
2. To provide and furnish all of the facilities and services listed on the enclosed Facilities and Services attachment as described in the Preliminary Master Plan for Development, all of which are attached and made a part of this proposal, and to develop the property in accordance with the Design Guidelines: Commercial Property.
3. To execute a lease substantially in the form attached to the Invitation within ten (10) days after it is presented by the District for execution.
4. To furnish such additional information and data pertaining to the undersigned's qualifications, financial ability to perform and the Proposed Master Plan as the District may reasonably request.

The undersigned further submits the Statement of Qualifications, Proposed Facilities and Services, and Proposed Master Plan for Development, 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 covenants of the District contained in any document included with the proposal are limited to matters of title and that, with regard to title, all oil, gas and other minerals have been reserved by prior owners of the Property.

By: _____

Address:

Phone:

Title: _____

Tax ID#: _____

EXHIBIT D

STATEMENT OF QUALIFICATIONS OF PROPOSER
AND REAL ESTATE BROKER REPRESENTATION

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 Proposals No. 152.

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? _____

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

5. Have you read and understood the Design Guidelines for Commercial Development?

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

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

8. State your experience with this, or similar types of developments and/or facilities.

9. Give names and addresses of three references to your experience in this type of operation.*

(Name) (Address)

(Name) (Address)

(Name) (Address)

10. Furnish latest financial statement available for the proposing entity and for all owners of 10% or more of the equity interest in such entity. Explain means of financing the proposed development.

11. Give names and addresses of three references as to your financial responsibility.*

(Name) (Address)

(Name) (Address)

(Name) (Address)

*By listing references, you consent to the District's contacting the references and discussing your experience with similar developments and your financial responsibility. The name in which you are completing the proposal will be the name discussed with your references unless you are offering a guaranty or other assurance of performance in which event the guarantor will also be considered.

12. 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.

13. Do you own or lease land adjacent to or in the vicinity of the Property? _____

(If "yes", describe.) _____

14. 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 or 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." _____

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 Brokers 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 _____

_____ Title:

[This document must be signed by the bidder]

EXHIBIT E

PROPOSED FACILITIES AND SERVICES

The proposer must complete and execute the Proposal Certificate and agree to furnish the facilities and services listed in the "Facilities and Services" section attached. The proposer must also include in the Master Plan for Development the facilities and services which the proposer will furnish in addition to the items listed as the minimum required. The District will not provide any services other than those specified in this request for proposals. All monies paid to the District under the lease are for rental of the Property and include no services to the lessee. (Use additional sheets if necessary.)

MASTER PLAN FOR DEVELOPMENT

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, including the general use of the structures, 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. Green spaces and common areas should be included as part of the design concept. 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 services and facilities required will be available for use. State the approximate date or dates when you expect to have available for use any additional facilities and services which are proposed. (Use separate sheet if necessary.)

NOTE: Generally, the District expects that minimum facilities 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 and services will be allowed.

"FACILITIES AND SERVICES"

1. The Property is being offered for development as a mixed commercial/retail/professional use substantially as follows: a commercial subdivision for free standing or attached buildings or facilities constructed in accordance with Design Guidelines approved by the District and enforced by the lessee for use and occupancy by general and specialty retail merchants, professional practitioners and businessmen, restaurateurs and/or other food and convenience service providers that benefit from being located in a commercial area with uniformly well lighted, well landscaped and well maintained exterior finishes, parking lots, signage and appurtenances; banks and financial institutions; business and professional office buildings; sports and fitness centers; nursery and garden centers; storage facilities; beauty and barber shops, salons, and spas; medical and dental clinics and diagnostic, therapy and treatment centers; pharmacies; and operations ancillary to any of same. The uses listed above as permitted are intended to be illustrative and not definitive of all permitted uses. Any use or occupancy that includes or involves, primarily or substantially, activities associated with the following enterprises are to be expressly prohibited in the subdivision: illegal or unlawful activities; any residential structure used as rental property; high density condominiums; funeral homes, mortuaries and crematoriums; laundromats; auction barns and stores whose sales are predominantly of used, liquidated, going-out-of-business, secondhand, flea market or surplus merchandise; pool halls; beer barns; package stores or bars selling intoxicating liquors except as a appurtenance inside a first class restaurant; offices or shops for bail bondsmen, tattoo parlors; pawn dealers, businessmen cashing payroll checks or providing cash advances; adult book stores; stores selling or exhibiting pornographic materials; bars, night clubs and establishments providing adult entertainment or opportunities for gaming; and businesses that display outdoors within public view for sale, rent or repair automobiles, boats, manufactured housing, recreational vehicles, farm or construction equipment, or lumber or building materials for sale or rent. All properties must be maintained in a neat and attractive manner. A tenants association or other organization must be formed to enforce covenants and maintain the common areas and other common amenities, if any.
2. The District will provide water and sewer to the Property boundary nearest to the sewer line. All other development will be at the expense of the Lessee. The Lessee will provide any sewer lift stations, whether on or off the Property, required if gravity flow is not sufficient. 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 and after dedication and acceptance of the system. All common areas, surface water drainage systems and other amenities within the development shall be maintained by the lessee and/or the tenants association in good condition. The District will not provide services other than water and sewer within the Property.
3. As part of the development process, as more fully detailed in the Design Guidelines, the Lessee must submit to the Shoreline Development Committee detailed plans and specifications, including landscaping and drainage, and proposed covenants (if applicable) for approval prior to commencement of construction. The Committee will review the proposed use and plans for compatibility with the surrounding area, including

color, design and exterior materials. The Committee will not arbitrarily withhold or delay approval. The appraised value has been assessed in a manner which takes into consideration necessary removal of timber from streets and developed areas; however, the development shall be subject to and in accordance with the Tree Preservation Ordinance.

EXHIBIT F

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 for the total Property (8.193 acres +/-) (minimum \$892,500.00). Upon execution of the Lease for the Property, if taken down in phases, a minimum initial payment of \$382,000.00 will be paid to the District.

C. Annual Rental

i. Minimum Aggregate Annual Rental - The Lessee or his assigns will pay to the District a Minimum Aggregate Annual Rental for use of the Property in accord with the following schedule. The Property may remain under one ground lease, or, at the Lessee's option, the lease on portions of the Property may be assigned, subject to approval of the District. Prior to conveyance of individual properties, the Lessee will propose an annual rental which will at least, in the aggregate for all properties to be leased within the Property, equal the Annual Rental payable under the Lease. After the first five years, Annual Rent will escalate at the rate of 10% every five-year period. Schedule for MINIMUM rental is attached.

LEASE YEAR	RENT FOR PHASES		
	MINIMUM ANNUAL RENT	36	125,964
		37	125,964
		38	125,964
		39	125,964
		40	125,964
		41	138,560
		42	138,560
		43	138,560
1	\$60,400	44	138,560
2	60,400	45	138,560
3	60,400	46	152,416
4	60,400	47	152,416
5	60,400	48	152,416
6	71,104	49	152,416
7	71,104	50	152,416
8	71,104	51	167,658
9	71,104	52	167,658
10	71,104	53	167,658
11	78,214	54	167,658
12	78,214	55	167,658
13	78,214	56	184,424
14	78,214	57	184,424
15	78,214	58	184,424
16	86,035	59	184,424
17	86,035	60	184,424
18	86,035		
19	86,035		
20	86,035		
21	94,639		
22	94,639		
23	94,639		
24	94,639		
25	94,639		
26	104,103		
27	104,103		
28	104,103		
29	104,103		
30	104,103		
31	114,513		
32	114,513		
33	114,513		
34	114,513		
35	114,513		

Please prepare the rent schedule which you are proposing. The combination of (i) the proposed initial payment together with (ii) the net present value of the proposed annual rent will be the basis for determination of the highest monetary bid. See Section 3(d), General Requirements of Proposals, for take down in phases.