

**MADISON COUNTY  
SCHOOLS**

**MARK OF EXCELLENCE**

SUPERINTENDENT  
Dr. Ronnie McGehee

BOARD OF EDUCATION  
Sam Kelly, President  
Philip Huskey, Secretary  
Dr. Pollia Griffin  
William Grissett

July 19, 2016

Madison County Board of Supervisors  
ATTN: Ms. Cynthia Parker, Board Secretary  
P.O. Box 404  
Canton, MS 39046

RE: Documents for Board Approval

Dear Cynthia:

Enclosed please find the following documents:

1. Amendment 16th Section Other Classification Lease Contract to Jones Chapel Baptist Church regarding Lot 10, Jones East Addition, Town of Flora, and additional acreage to the east of same. NOTE: This amendment incorporates the surveyed description of the property.

2. Long Term Residential Lease to Patrick Fitzgerald Coleman regarding 0.5± acre located in the SE1/4 NW1/4 of the Town of Flora, Section 16, Township 8 North, Range 1 West, Madison County, Mississippi.

It is requested that the Board of Supervisors approve the enclosed documents at the upcoming Board of Supervisors' meeting to be held August 1, 2016. Should you have any questions or need anything further in this regard, please let me know. Thank you.

Sincerely,

  
Letitia Reeves

16<sup>th</sup> Section Land Manager

/lr

Enclosures

cc: Ronnie L. McGehee, Ph.D., Superintendent

INDEXING: Lot 10, Jones East Addition, Town of Flora and additional acreage to the east totaling 0.86± acre located in the SE1/4 NW1/4, Town of Flora, Section 16, Township 8 North, Range 1 West, Madison County, Mississippi (Parcel #051E-16B-073).

LESSOR:

Madison County, Mississippi Board  
of Education Trustees of The Madison  
County School District 16<sup>th</sup> Section  
School Lands Trust  
476 Highland Colony Parkway  
Ridgeland, MS 39157  
Telephone: (601) 879-3000

LESSEE:

Jones Chapel Baptist Church  
P.O. Box 329  
Flora, MS 39071  
Telephone: (601)879-8636

PREPARED BY:

Madison County School District  
476 Highland Colony Parkway  
Ridgeland, MS 39157  
Telephone: (601)879-3000

**AMENDMENT TO 16TH SECTION OTHER  
PROPERTY LEASE CONTRACT**

WHEREAS, by instrument dated February 7, 1948, the **MADISON COUNTY, MISSISSIPPI, BOARD OF SUPERVISORS** granted a Sixteenth Section Property Lease recorded in Book 180 at Page 259 in the office of the Chancery Clerk of Madison County, Mississippi (hereinafter the "Lease"); and

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WHEREAS, the leasehold was assigned to **JONES CHAPEL BAPTIST CHURCH** (hereinafter called "Lessee"), by document recorded in Book 2227 at Page 162 in the office of the Chancery Clerk of Madison County, Mississippi, which describes the following property, to wit:

Lot 10 and a lot east of Lots 9 and 10, being about 230 feet by 150 feet, east of Y&MV railroad, Jones Addition to the Town of Flora, Mississippi, Section 16, Township 8 North, Range 1 West, Madison County, Mississippi; and

WHEREAS, the subject property was recently surveyed and the legal description of the property should be amended to reflect the current survey description, as follows:

The legal description of the property is attached hereto as Exhibit "A" and incorporated herein by reference. A plat of survey is attached hereto as Exhibit "B" for informational purposes.

THEREFORE, the Lease Contract should be amended to incorporate the legal description attached hereto as Exhibit "A."

The Lease Contract will remain in full force and effect as to all other provisions contained therein.

WITNESS MY HAND this the 18 day of July, 2016.

LESSOR:

**MADISON COUNTY, MISSISSIPPI,  
BOARD OF EDUCATION**

By: 

Samuel C. Kelly, President

ATTEST:



**Ronnie L. McGehee, Madison County  
Superintendent Of Education**

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 18 day of July, 2016, within my jurisdiction, the within named **Samuel C. Kelly** and **Ronnie L. McGehee**, who acknowledged to me that they are President and Superintendent, respectively, of the **Madison County Board of Education**, and that for and on behalf of the said Madison County Board of Education, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

Leitia H. Reeves  
NOTARY PUBLIC

My Commission Expires:

[SEAL]



STATE OF MISSISSIPPI  
COUNTY OF Madison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 10<sup>th</sup> day of June, 2016, within my jurisdiction, the within named **Flue Kelly**, **Robert B. Williams** and **Leon Bryant**, who acknowledged to me that they are the Trustees of **Jones Chapel Baptist Church**, and that for and on behalf of the said Jones Chapel Baptist Church, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do..

Stephan Perry Harbough  
NOTARY PUBLIC

My Commission Expires:

[SEAL]

June 1, 2017



Anendments\2016V\#446 Amendment to Jones Chapel Baptist Church for Surveyed Descrip.

LESSEE:

JONES CHAPEL BAPTIST CHURCH

By: Fue Kelly  
Fue Kelly, Trustee

By: Robert B. Williams  
Robert B. Williams, Trustee  
MARSHALL

By: ROY RANSOM  
~~Leon Bryant~~, Trustee  
ROY RANSOM

Reviewed and approved by the Madison County Board of Supervisors, this the \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Trey Baxter, President

ATTEST:

\_\_\_\_\_  
Ronny Lott, Clerk

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 \_\_\_\_\_, 2016, within my jurisdiction, the within named Trey Baxter who acknowledged to me that he is President of the Madison County Board of Supervisors, and that for and on behalf of the said Madison County Board of Supervisors, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
[SEAL]

STATE OF MISSISSIPPI  
COUNTY OF HINDS  
CITY OF JACKSON

CERTIFICATE OF SURVEY

THIS IS TO CERTIFY THAT, H D Lang and Associates, Inc. of the City of Jackson, Mississippi, has this day completed a survey standing in the name of Madison County Schools located at Camilla Lane and Flora Pocahontas Road, in the Town of Flora aforesaid, being further described as follows, to-wit:

Lot 10, Jones East Addition to the Town of Flora, Madison County, Mississippi, according to the map or plat thereof, on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi.

And also: A certain parcel of land being adjacent to the aforesaid Lot 10, Jones East Addition to the Town of Flora being situated in the Northwest ¼ of Section 16, T8N-R1W in the Town of Flora, Madison County, Mississippi, and being more particularly described as follows:

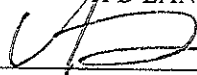
Begin at an existing pipe marking the Northeast corner of Lot 9 of the aforesaid Jones East Addition to the Town of Flora and run thence North 73 degrees 05 minutes 14 seconds East for a distance of 50.00 feet to an existing ½" iron pin; run thence South 15 degrees 14 minutes 31 seconds East for a distance of 61.32 feet to a set ½" iron pin; run thence North 75 degrees 06 minutes 25 seconds East for a distance of 180.00 feet to an existing ½" iron pin on the West right-of-way line of Camilla Lane; run thence South 15 degrees 09 minutes 31 seconds East along said West right-of-way line of Camilla Lane for a distance of 149.75 feet to an existing ½" iron pin; leaving said West right-of-way line of Camilla Lane, run thence South 74 degrees 59 minutes 22 seconds West for a distance of 229.88 feet to an existing ½" iron pin marking the Southeast corner of the aforesaid Lot 10, Jones East Addition to the Town of Flora; run thence North 15 degrees 32 minutes 41 seconds West along the East line of said Lot 10 for a

AND I ALSO CERTIFY, that there are no visible encroachments by the buildings of the adjacent property owners upon the surveyed premises.

AND I FURTHER CERTIFY that all the buildings and visible improvements located on the above described property are within the boundaries of said property, subject to the exceptions shown below, if any, and that the plat hereto attached is a correct representation of the conditions as they exist on this date.

Witness my signature this the 17th day of March, 2016

H D LANG AND ASSOCIATES, INC.



By: Don F. Garner, PS

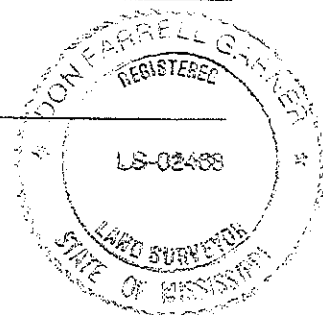


Exhibit "A"

distance of 80.19 feet to an existing ½" iron pin marking the Northeast corner thereof; said point also being the Southeast corner of the aforesaid Lot 9, Jones East Addition to the Town of Flora; run thence North 15 degrees 00 minutes 08 seconds West along the East line of said Lot 9 for a distance of 129.59 feet to the POINT OF BEGINNING, containing 0.86 acres, more or less.

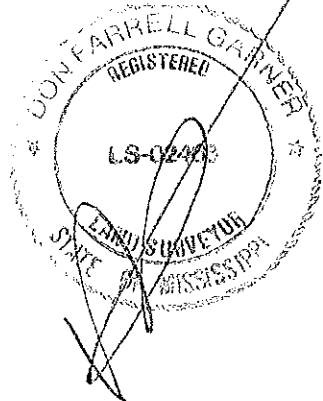
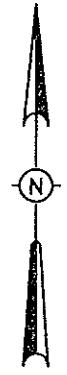
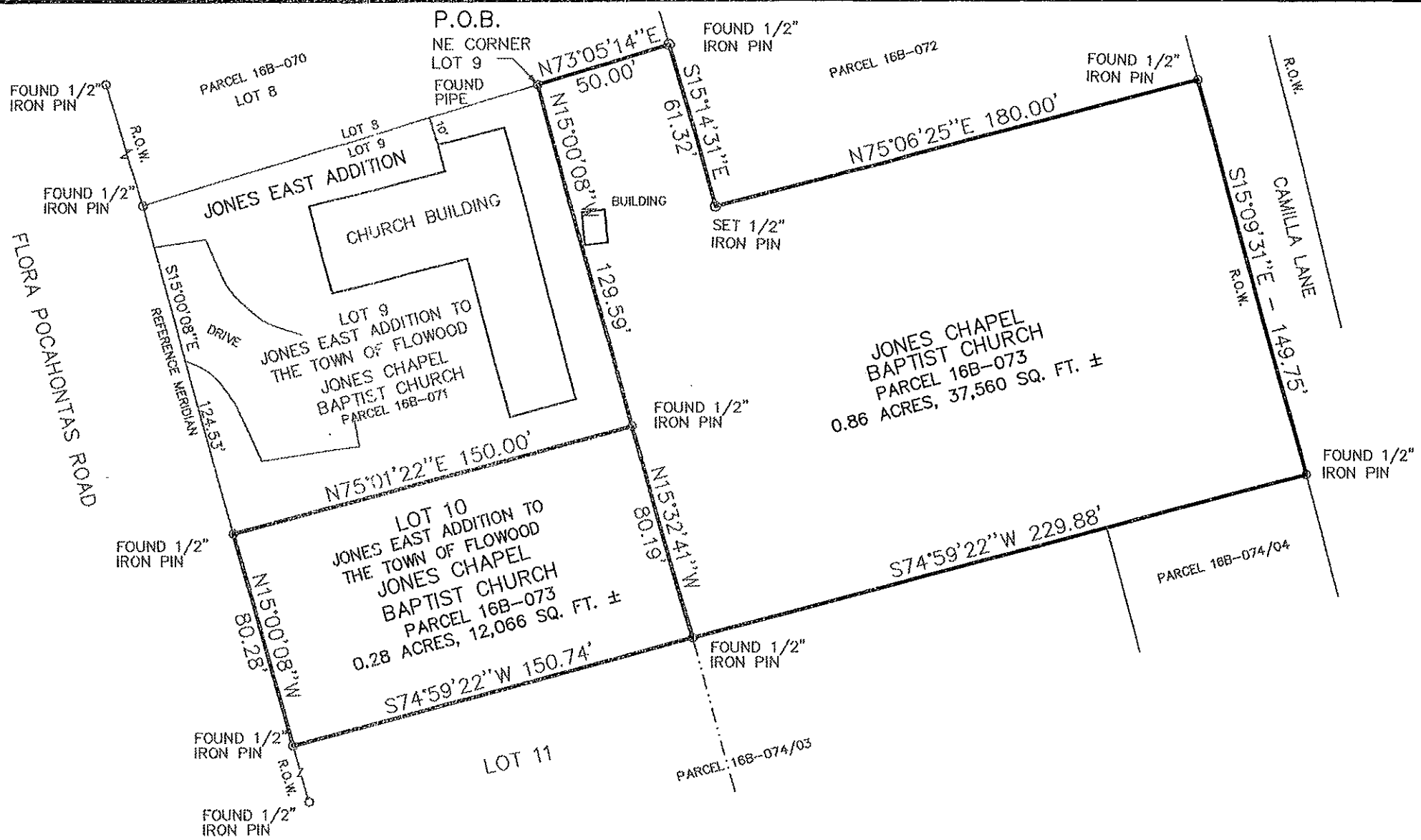


Exhibit "B"

- NOTES:**  
 THIS PARCEL OF LAND MAY BE SUBJECT TO THE FOLLOWING:
1. ANY RECORDED, UNRECORDED, OR MISINDEXED INSTRUMENTS WHICH WOULD BE DISCLOSED BY A COMPETENT TITLE EXAMINATION OF SUBJECT PROPERTY.
  2. NORTH DERIVED FROM RECORDED DEEDS AND PLATS, REFERENCED TO THE EAST R.O.W. LINE OF FLORA POCAHONTAS ROAD.
  3. SURVEY CLASSIFICATION "B"
  4. THIS PROPERTY LIES IN ZONE "X" ACCORDING TO F.I.R.M. 280B9C0370 F, DATED 03-17-2010.

**PLAT OF SURVEY**  
**FOR**  
**MADISON COUNTY SCHOOLS**  
 LOT 10 JONES EAST ADDITION  
 TO THE TOWN OF FLORA, MISSISSIPPI AND  
 ADJACENT 0.86± ACRE PARCEL SITUATED IN THE  
 NW 1/4 OF SECTION 16, T8N-R1W  
 TOWN OF FLORA  
 MADISON COUNTY, MISSISSIPPI

**H D LANG AND ASSOCIATES, INC.**  
**ENGINEERS / LAND SURVEYORS**  
 POST OFFICE BOX 16085  
 JACKSON, MISSISSIPPI 39236-6085  
 (601) 362-4886  
 JOB NO. 98-055  
 SCALE: 1"= 50'  
 11-10-09  
 REVISED 03-17-16



**Indexing Instructions:** 0.5± acre located in Town of Flora, in the SE1/4 NW1/4 of Section 16, Township 8 North, Range 1 West, Madison County, Mississippi (Parcel #051E-16B-072/00.00)

LESSOR:  
Madison County Board of Education  
476 Highland Colony Parkway  
Ridgeland, MS 39157  
Telephone: (601) 879-3000

LESSEE:  
Patrick Fitzgerald Coleman  
P.O. Box 816  
Flora, MS 39071  
Telephone: (601)238-8862

PREPARED BY:  
Madison County School District  
476 Highland Colony Parkway  
Ridgeland, MS 39157  
Telephone: (601)879-3000

**16<sup>th</sup> SECTION PUBLIC SCHOOL TRUST LANDS  
LONG TERM RESIDENTIAL LEASE CONTRACT**

STATE OF MISSISSIPPI  
COUNTY OF MADISON

THIS RESIDENTIAL LEASE CONTRACT, made and entered into this the 16 day of June, 2016, by and between the **MADISON COUNTY, MISSISSIPPI, BOARD OF EDUCATION TRUSTEES** of the **MADISON COUNTY SCHOOL DISTRICT 16TH SECTION SCHOOL LANDS TRUST** (hereinafter called "Lessor"), and **PATRICK FITZGERALD COLEMAN** (hereinafter called "Lessee").

**WITNESSETH:**

That for the term and in consideration of the annual rentals hereinafter set forth, and the covenants, conditions, and obligations to be observed and performed by the Lessee, the Madison County, Mississippi, Board of Education does hereby lease, let and rent unto Lessee the following residential lands, situated in the Town of Flora, Madison County, Mississippi (the "Leased Premises") and described as:

The legal description is attached hereto as Exhibit "A" and incorporated herein by reference. A plat of survey is attached hereto as Exhibit "B" for informational purposes.

1. **TERM.** The term of this Lease shall be for forty (40) years, beginning on the 11th day of July, 2016, and terminating on the 10th day of July, 2056, (the "primary term"). For purposes of this Lease Agreement, the Anniversary Date shall be July 11th of each year. It is expressly agreed and understood by all parties hereto that part of the consideration given for the execution and delivery of this instrument is the option hereby granted to Lessee to renew this lease for an additional or "secondary term" as provided by 29-3-69 Miss. Code Ann. (1972) of twenty-five (25) years from the 11th day of July, 2056 under the same terms, conditions, and stipulations set forth herein, except the annual rental shall be based upon the fair market value of the Leased Premises, excluding the value of buildings and improvements not then owned by the Lessor, as determined by a qualified appraiser selected by Lessor who performs his appraisal not more than twelve months and not less than three months prior to the expiration of the primary term. The cost of the new appraisal shall be borne by Lessee. A new lease shall be executed to effectuate the secondary term. To exercise the right to renew this lease for an additional twenty-five (25) years, Lessee must file with Lessor written notice of Lessee's intent to renew said lease. The notice to renew must be filed on or before the expiration of the forty (40) year primary term. In the event of the failure of the Lessee to exercise his right to re-lease the Leased Premises at such time, any holder of a valid first deed of trust upon the Leased Premises shall have a prior right to re-lease the premises at an annual rental based on appraised value excluding buildings and improvements, said lease to be substantially in the same form as this Lease Contract.

2. **RENTAL AMOUNT.** Lessee agrees and covenants to pay or cause to be paid to Lessor annually, on or before the Anniversary Date of this Lease Contract each year during the term hereof, rentals in advance according to the following schedule:

<u>PRIMARY TERM YEAR</u>	<u>ANNUAL RENTAL</u>
Year 1 through Year 5	\$ 325.00
Year 6 through Year 10	\$ 357.50
Year 11 through Year 15	\$ 390.00
Year 16 through Year 20	\$ 422.50
Year 21 through Year 25	\$ 455.00
Year 26 through Year 30	\$ 487.50
Year 31 through Year 35	\$ 520.00
Year 36 through Year 40	\$ 552.50

The obligation of Lessee to pay rent under this Lease Contract is unconditional, and the rent shall not be subject to set off for any reason or cause. Lessor and Lessee agree that in the event of termination or cancellation, any rental payment made during the term of this Lease Contract is not refundable, and Lessee waives any right or claim it may have to refund of rent paid. Failure of Lessee to pay the annual rentals listed above shall constitute a breach of this lease agreement. In the event Lessee is delinquent in the payment of rent, Lessee shall pay a late charge equal to fifteen percent (15%) of the amount of rent past due for more than 30 days and thereafter shall pay interest on any rent past due at an annual rate (the "Default Rate") equal to the maximum rate then allowed by law, or, if there is no maximum rate, then a rate equal to five percent per annum above the discount rate, excluding any surcharge thereon, on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district in which the Lessor is located, calculated according to the actuarial method.

3. Rent Adjustment for Renewal Term.

- (a) The amount of rental to be paid during any renewal term after the primary term (rent adjustment procedure) shall be determined as provided in this paragraph. Lessor shall, six months before or six months after any such date, cause the

Leased Premises to be reappraised and a redetermination made of the annual fair market rental amount. The reappraisal shall be made pursuant to the terms of § 29-3-65 Miss. Code Ann. (1972), or pursuant to the statute then in effect governing such leases and procedures for determining fair market rental value. Lessor shall use its best efforts to cause the Leased Premises to be reappraised and a redetermination made of the annual fair market rental amount within six months before expiration of the primary term. In the event Lessor shall fail to instigate reappraisal within the six months preceding any rent adjustment date, Lessor shall not be deemed to have waived this provision requiring rent adjustment, and in such event (at any time after a rent adjustment date) Lessor may proceed to have the Leased Premises reappraised and an adjusted rent determined for any such readjustment period. The adjusted rent shall be effective on the required adjustment date and Lessee shall pay any deficiency to Lessor within fifteen (15) days of the determination of the adjusted rent. The reappraisal shall establish the fair market value of the Lease Premises and establish a reasonable current percentage of income on real estate investments for the purposes of determining annual fair market rental. Such percentage shall be no less than the minimum acceptable percentage provided by statute then in effect. Unless altered by the procedures described below, the amount of rent so determined as of each rental adjustment date shall be paid until the next rental adjustment date or for the balance of the lease as the case may be. The appraisal process described in this subparagraph (a) may be referred to hereafter as the Statutory Procedure. The cost of the reappraisal shall be borne by Lessee, using an appraiser selected by Lessor.

- (b) Should the Statutory Procedure described in subparagraph (a) above result in an increase over the amount previously due, Lessee, by notice in writing given to the Lessor within 15 days after receiving notice of the increase, shall have the right to elect an alternate method of determining the current fair market rental value of the Leased Premises (the "Alternate Procedure") as follows:
- (1) Lessee may provide an appraisal by an appraiser having the qualifications hereafter described giving an opinion of current fair market annual rental value based on the fair

market value of the land and a reasonable percentage of return on comparable land investments as of the rental adjustment date. The written report of Lessee's appraiser shall be delivered to Lessor within 45 days after the date on which Lessor gave notice of an increase in rent under the Statutory Procedure. UPON FAILURE TO PROVIDE AN ALTERNATE APPRAISAL WITHIN THE TIME ALLOWED, LESSEE SHALL FORFEIT THE RIGHT TO PURSUE THE ALTERNATE PROCEDURE, AND ANNUAL RENT DETERMINED UNDER THE STATUTORY PROCEDURE SHALL BECOME DUE AND PAYABLE.

- (2) The appraiser appointed by Lessee and the appraiser previously appointed by Lessor under the Statutory Procedure shall make a good faith effort to reconcile their differences. If they have been unable to do so within 10 days after delivery of the report of Lessee's appraiser, the two appraisers, within such 10-day period, shall each submit the names of three appraisers having the qualifications hereinafter described who practice in Mississippi to serve as a review appraiser, and they shall select the review appraiser from names in common on the two lists. If there is no name in common on the two lists, or if the person selected shall decline to serve, then each appraiser shall submit another list of three names of persons meeting the same criteria.
- (3) The review appraiser shall review and analyze the two appraisal reports, and, if needed, inspect the land, consult with the two appraisers, review their assumptions and source informational and request corrections, revisions and additions to the appraisal reports. The review appraiser may also consider relevant information from his own files, conduct such independent investigation as he deems appropriate and may consider comparable transactions which occurred after the rental adjustment date.
- (4) The review appraiser shall report his opinion of annual fair market rent and such amount shall be accepted by Lessor and Lessee as the current fair market rental value of the Leased Premises.

- (c) If Lessee requests the Alternate Procedure, Lessee shall pay all fees and expenses of Lessee's appraiser, the review appraiser and any additional charges of Lessor's appraiser. The review appraiser, however, shall perform his duties in an independent and impartial manner irrespective of the source of payment of his fees and expenses.
- (d) The annual rentals on any adjustment date shall not be reduced below the amount established upon the initial date of this lease except upon determination by the Statutory Procedure.
- (e) The amount of rent determined in the above manner shall be remitted on or before the rental adjustment date, or, if the rental adjustment procedures are concluded after such date, then promptly upon conclusion of these rental adjustment procedures effective as of the rental adjustment date.
- (f) The rent adjustment procedures will not delay the due date of rent at the existing annual rate and will not affect Lessor's right to declare a default if rent is not timely paid.
- (g) Lessee's appraiser and the review appraiser must be members of the same organization of appraisers as Lessor's appraiser, or an organization having higher requirements for admission, and must have the same or higher designation (such as, for example, Member, Appraisal Institute). If Lessors's appraiser belongs to more than one organization, the other appraisers must belong to the organization having the highest standards and qualifications for membership. If the organization has multiple designations for appraisers, the review appraiser and the Lessee's appraiser must hold the same or a higher designation as held by Lessor's appraiser.

4. **TAXES.** Lessee covenants and agrees to pay any and all general and special taxes and assessments, including drainage taxes, if ever any there be, applicable to the Leased Premises and Lessee's interest therein; further, Lessee covenants and agrees to pay any and all survey costs and recording fees in connection with this lease or any other fees so determined by law. All payments for general and special taxes and assessments, including drainage taxes, shall be made directly to the governmental authority responsible for collecting such taxes and assessments. During the final year of the lease term, Lessor or the governmental authority responsible for collecting taxes and assessments may require payment of any such taxes or assessments in

advance or require that other security be given to insure that taxes will be paid when due. In the event it becomes necessary for the County Tax Collector or any other authority responsible for collecting general and special taxes or assessments to retain the services of attorneys to collect any taxes or assessments due from Lessee under this Lease Contract, then Lessee agrees to pay all costs and expenses of such actions or collections, including a reasonable attorney's fee for the County Tax Collector or such other authority responsible for collecting said taxes or assessments. The failure to pay said taxes as and when due shall constitute a breach of this Lease Contract.

5. **ASSIGNMENT.** Provided Lessee is not in breach of this Lease Contract, Lessee may, upon payment of a \$200.00 transfer fee to Lessor, freely assign this Lease in its entirety whereupon the Lessee shall be relieved of all obligations accruing subsequent to the assignment. In the event of an assignment, or other transfer of possession, Lessee shall, within thirty (30) days after the transfer, give written notice of said assignment to the Madison County, Mississippi, Board of Education, 476 Highland Colony Parkway, Ridgeland, Mississippi 39157. Said notice of assignment shall include a true copy of the instrument evidencing such transfer and the Assignee's address and telephone number.

6. **IMPROVEMENTS.** Lessee agrees, at Lessee's own cost and expense, to keep all improvements in a good state of repair at all times and to maintain the premises in good order and in a clean, sanitary and safe condition. While this Lease continues in force and effect, Lessee shall have the unrestricted right to remove, change, alter, modify, add to or subtract from any of Lessee's improvements on the land as the Lessee may in his sole discretion elect so to do, and the Lessor, while this Lease or any extension thereof continues in force and effect, shall have no ownership interest in any of Lessee's improvements. If any improvements are removed, the Lessee shall be obligated to remove all foundations and paved areas, fill any excavations with a soil material suitable as a foundation support for further construction and generally restore the premises to a condition suitable for construction, use and occupancy by others. Lessee shall have the right to construct new or replacement buildings or structures on the leased premises. In the event construction is contemplated, Lessee shall submit a description of the general nature of the proposed improvement and its intended use to Lessor for approval, which approval shall not be unreasonably withheld.

It is expressly agreed by and between the parties that Lessee will not make any alteration upon the Leased Premises without the express written consent of Lessor and that Lessee will not occupy or use, nor permit to be occupied or used, the Leased Premises, for any business deemed extra-

hazardous on account of fire or otherwise; nor will Lessee permit the same to be used for any immoral or unlawful purpose. Lessee also covenants and agrees to maintain the Leased Premises in a neat and orderly manner and to refrain from creating or maintaining any eyesores, unattractive nuisances, or other nuisance.

7. **DEFAULT.** The parties herein expressly agree that if default shall be made in the payment of any tax, assessment or other charge made pursuant to this Lease Contract, then and in any such event of default, it shall be lawful for the Lessor, its legal representatives or assigns, to enter upon said premises, or any part thereof, either with or without process of law, to re-enter and repossess the same, and to distrain for any rent or assessment that may be due thereon, at the election of the Lessor, but nothing herein is to be construed to mean that the Lessor is not permitted to hold the said Lessee liable for any unpaid liens or assessment to that time. 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 said conditions, covenants and obligations, to restrain violation and to recover damages, if any, including reasonable expenses of litigation and a reasonable attorney's fee, which Lessee expressly agrees to pay. Such enforcement by proceedings at law or in equity may be instituted at any time after thirty (30) days written notice to Lessee. Invalidation of any provision(s) of this Lease Contract by judgment or court order shall in no way affect any of the remaining provisions which shall remain in full force and effect.

8. **FORFEITURE.** In the event of any forfeiture, default or cancellation of this Lease Contract or termination under the terms hereof as aforesaid, said Lessee shall quit, deliver up and surrender possession of the Leased Premises, and all structures and improvements thereon to the said Lessor, and thereupon this Lease Contract 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 this Lease Contract had not been made; and, in addition thereto, the Lessor shall be entitled to whatever remedies it may have at law 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 the Lessee's non-fulfillment or nonperformance of the terms and conditions of this Lease Contract. Lessee shall pay to Lessor all costs of collection of rent or enforcement of this lease, including expenses of litigation and attorneys' fees, regardless of whether suit is filed. Immediately upon the termination of this Lease in any manner, whether by litigation or forfeiture, the Lessor shall be entitled to take 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 Contract, when termination is by the expiration of the full term, but not in the event of default.

9. **WASTE.** The Lessee shall be responsible for any damage that may be caused to Lessor's property by the activities of the Lessee under this Lease Contract, 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. Lessee shall further comply with all applicable laws, rules and regulations concerning Lessee's use of the property and/or obligations under this Lease Contract. This obligation shall include, but not be limited to, compliance with federal, state and local environmental endangered species, wetlands, and other laws, rules and regulations that may presently exist or hereafter be adopted. If the Lessee shall commit, cause to be committed, or permit the commission of any act of waste on the leased premises, then this lease shall thereupon cease and terminate and shall thenceforth be null and void, and the Lessee shall be and remain liable to Lessor for any and all waste and damages to the land permitted, done, or in any way caused by the Lessee. In the event of contamination of soils, air or water arising out of any Lessee use, Lessee shall be responsible for all mandated remediation and monitoring with this obligation to survive termination of this Lease Contract.

10. **INDEMNITY.** Lessee shall protect, indemnify, defend, save, and hold harmless, Lessor, the State of Mississippi, and the Secretary of State, their officers, board members, employees and agents, from and against all claims, demands, liabilities, suits, injuries and any and all losses or damages and cost of every kinds and nature whatsoever ("loss"), including but not limited to all court costs and attorneys' fees and all personal injury or death and/or damage to any person or entity including, but not limited to, Lessor and its property or other loss arising out of any alleged noncompliance with laws or caused by Lessee's exercise of its rights under this Lease Contract and/or resulting from the actions or omission of Lessee in connection with its presence on or any use of Leased Premises by Lessee, its officers, agents, subcontractors, employees or invitees; provided, however, it is understood that the indemnity provided by Lessee as described in this paragraph shall not extend to intentional or negligent acts of Lessor, its officers or agents.

11. **RIGHT TO CURE.** Notwithstanding any provisions of this Lease Contract containing a default provision, any present or future holder of a mortgage or deed of trust representing money loaned on these facilities, 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 said Lease may be invoked, such holder of 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 such properties and correct such default.

12. **ENJOYMENT.** Lessee shall have quiet and peaceable possession so long as Lessee complies with the terms of this Lease Contract. Lessee, his heirs, successors or assigns, shall occupy the premises as a single family residence; but this condition shall not prejudice rights of a holder of mortgage or deed of trust set forth elsewhere in this residential lease contract. Lessee certifies that there are no dwellings on the Leased Premises other than Lessee's dwelling.

13. **RESERVATION.** Lessor reserves title to all timber, the right to harvest said timber at Lessor's discretion and to reseed or replant after harvest, together with title to all minerals and oil and gas, together with the right of ingress and egress to remove same, as provided by law. Lessor reserves the right to grant or sell rights-of-way across the Leased Premises for roads, highways, railroads, fiber optic cables or any public utility line, provided that any such roads, highways, railroads, fiber optic cables or public utility lines be constructed or operated in a manner so as to not unreasonably interfere with Lessee's use of the Leased Premises.

14. **MORTGAGE.** Any recorded mortgages or deeds of trust may provide that any default by the Lessee/Mortgagor concerning this Lease Contract shall likewise be a default of such mortgage or deed of trust, but failure to indicate such provision in any mortgage or deed of trust shall not affect the validity or propriety thereof nor diminish the protection extended to the holder of such mortgage or deed of trust or the indebtedness secured thereby. Notwithstanding any provision of this Lease Contract to the contrary, in the event of a default and foreclosure of a mortgage or deed of trust representing money loaned on the hereinbefore described property or the receipt of a transfer in lieu thereof, the purchaser at such foreclosure or the recipient of a transfer in lieu thereof, will receive all the rights and privileges of a lessee and likewise assume all responsibilities of a lessee as if such purchaser or transferee had initially been a lessee under this Lease Contract.

15. **CONDEMNATION.** In the event of condemnation or other taking for public use under powers 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 leasehold interest shall be payable to Lessee, or, if the Lessee's

premises are encumbered by a mortgage or deed of trust, payment for the leasehold estate shall be made in accordance with the terms and provisions of such mortgage or deed of trust. Leasehold mortgagee (or trustee for restoration in the case of partial awards) shall be entitled to receive payment of a condemnation award to which Lessee is entitled. The payment must not be less than the total award less the value of the Leased Premises considered as unimproved.

16. **RIGHT TO NEW LEASE.** When a dwelling has been constructed upon the herein described leasehold and the Lessee desires to obtain a new lease to facilitate refinancing of the mortgage or sale of the improvements and leasehold, Lessee shall be entitled to a new lease for the maximum statutory term subject to the following conditions:

- A. Payment of an administrative fee of one hundred dollars (\$200.00);
- B. Reappraisal of the fair rental value of the property, less any of Lessee's improvements and adjustment of rent based upon the new appraisal; and
- C. Payment by Lessee of the appraisal fee.

17. **NOTICE.** All notices specified by this Lease Contract shall be in writing and sent by registered or certified mail, postage prepaid to the addresses listed within this Lease Contract, or hand-delivered in person, delivered by facsimile or otherwise. By written notice, either party may change the persons or addresses to who notice shall be given.

18. **FILING.** Lessor will deliver this Lease Contract to the Chancery Clerk of Madison County for recording and Lessee has herewith delivered to Lessor a check payable to the Chancery Clerk for recording fees.

19. **GOVERNING LAW.** This Lease Contract shall be governed by, construed and enforced in accordance with the laws of the State of Mississippi. Jurisdiction and venue for any actions arising from this Lease Contract and any amendments hereto shall rest exclusively in the Chancery Court of Madison County, Mississippi.

20. **INTERPRETATION.** The parties to this Lease Contract acknowledge that they have freely entered into this Lease Contract and any ambiguities shall not be construed against a single party.

21. **SECRETARY OF STATE.** By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease Contract in accordance with the Secretary's authority for general supervision of 16<sup>th</sup> Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the Madison County Board of Education has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16<sup>th</sup> Section Public School Trust Land.

22. **SUPERVISORY RIGHT.** The Secretary of State, as supervisory trustee, shall have the right to institute any action to enforce the terms of this Lease Agreement in the event Lessor fails to do so in a timely manner. In the event the Secretary of State institutes legal action to enforce the terms of this Lease Contract, he shall have all rights as are conferred to Lessor.

23. **ENTIRE AGREEMENT.** This Lease Contract shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Contract shall not be binding upon either party except to the extent incorporated in this Lease Contract.

24. **ZONING AND COVENANTS.** This Lease Contract is subject to the Town of Flora and the Madison County, Mississippi zoning and subdivision ordinances. This Lease Contract is also subject to any covenants of record, which covenants shall be in full force and effect as to the Leased Premises.

IN WITNESS WHEREOF, this Lease is executed by Lessor pursuant to the Order duly entered upon its Minutes.

LESSOR:

MADISON COUNTY, MISSISSIPPI,  
BOARD OF EDUCATION

By: Samuel C. Kelly  
Samuel C. Kelly, President

ATTEST:

Ronnie L. McGehee  
Ronnie L. McGehee, Madison County  
Superintendent Of Education

LESSEE:

Patrick Fitzgerald Coleman  
Patrick Fitzgerald Coleman

Reviewed and approved by the Madison County Board of Supervisors, this the \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Trey Baxter, President

ATTEST:

\_\_\_\_\_  
Ronny Lott, Clerk

APPROVED:

C. Delbert Hosemann, Jr.

C. Delbert Hosemann, Jr.,  
Secretary of State

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 \_\_\_\_\_, 2016, within my jurisdiction, the within named **Trey Baxter**, who acknowledged to me that he is President of the **Madison County Board of Supervisors**, and that for and on behalf of the said Madison County Board of Supervisors, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
[SEAL]

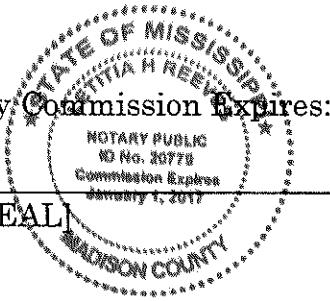
STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 18 day of July, 2016, within my jurisdiction, the within named **Samuel C. Kelly** and **Ronnie L. McGehee** who acknowledged to me that they are President of the Madison County Board of Education and Superintendent of Education, respectively, of the **Madison County School District**, and that for and on behalf of the said Madison County School District, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

Letitia H. Reeves  
NOTARY PUBLIC

My Commission Expires:

[SEAL]



STATE OF MISSISSIPPI  
COUNTY OF Madison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 16 day of June, 2016, within my jurisdiction, the within named **Patrick Fitzgerald Coleman**, who acknowledged to me that he executed the above and foregoing instrument.

Judy Eckler  
NOTARY PUBLIC

My Commission Expires:

[SEAL]



STATE OF MISSISSIPPI  
COUNTY OF HINDS  
CITY OF JACKSON

**CERTIFICATE OF SURVEY**

THIS IS TO CERTIFY THAT, H D Lang and Associates, Inc. of the City of Jackson, Mississippi, has this day completed a survey standing in the name of Madison County Schools located at Camilla Lane, in the Town of Flora aforesaid, being further described as follows, to-wit:

A certain parcel of land being situated in the Northwest ¼ of Section 16, T8N-R1W in the Town of Flora, Madison County, Mississippi, and being more particularly described as follows:


Commence at an existing ½" iron pin marking the Northeast corner of Lot 9, Jones East Addition to the Town of Flora, according to the map or plat thereof, on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi and run thence North 73 degrees 05 minutes 14 seconds East for a distance of 50.00 feet to an existing ½" iron pin marking the POINT OF BEGINNING of the parcel of land herein described; from said POINT OF BEGINNING, run thence North 16 degrees 02 minutes 40 seconds West for a distance of 58.66 feet to a set ½" iron pin; run thence North 75 degrees 05 minutes 57 seconds East for a distance of 181.68 feet to a set ½" iron pin on the West right-of-way line of Camilla Lane; run thence South 14 degrees 50 minutes 00 seconds East along said West right-of-way line of Camilla Lane for a distance of 120.00 feet to an existing ½" iron pin; leaving said West right-of-way line of Camilla Lane, run thence South 75 degrees 06 minutes 25 seconds West for a distance of 180.00 feet to a set ½" iron pin; run thence North 15 degrees 14 minutes 31 seconds West for a distance of 61.32 feet to the POINT OF BEGINNING, containing 21,673 square feet or 0.50 acres, more or less.

AND I ALSO CERTIFY, that there are no visible encroachments by the buildings of the adjacent property owners upon the surveyed premises.

AND I FURTHER CERTIFY that all the buildings and visible improvements located on the above described property are within the boundaries of said property, subject to the exceptions shown below, if any, and that the plat hereto attached is a correct representation of the conditions as they exist on this date.

Witness my signature this the 17th day of March, 2016.

H D LANG AND ASSOCIATES, INC.



By: Don F. Garner, PS

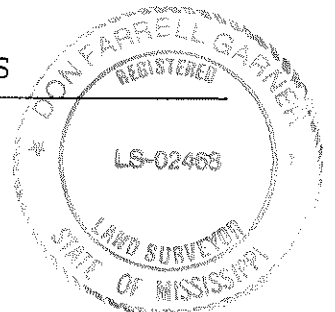
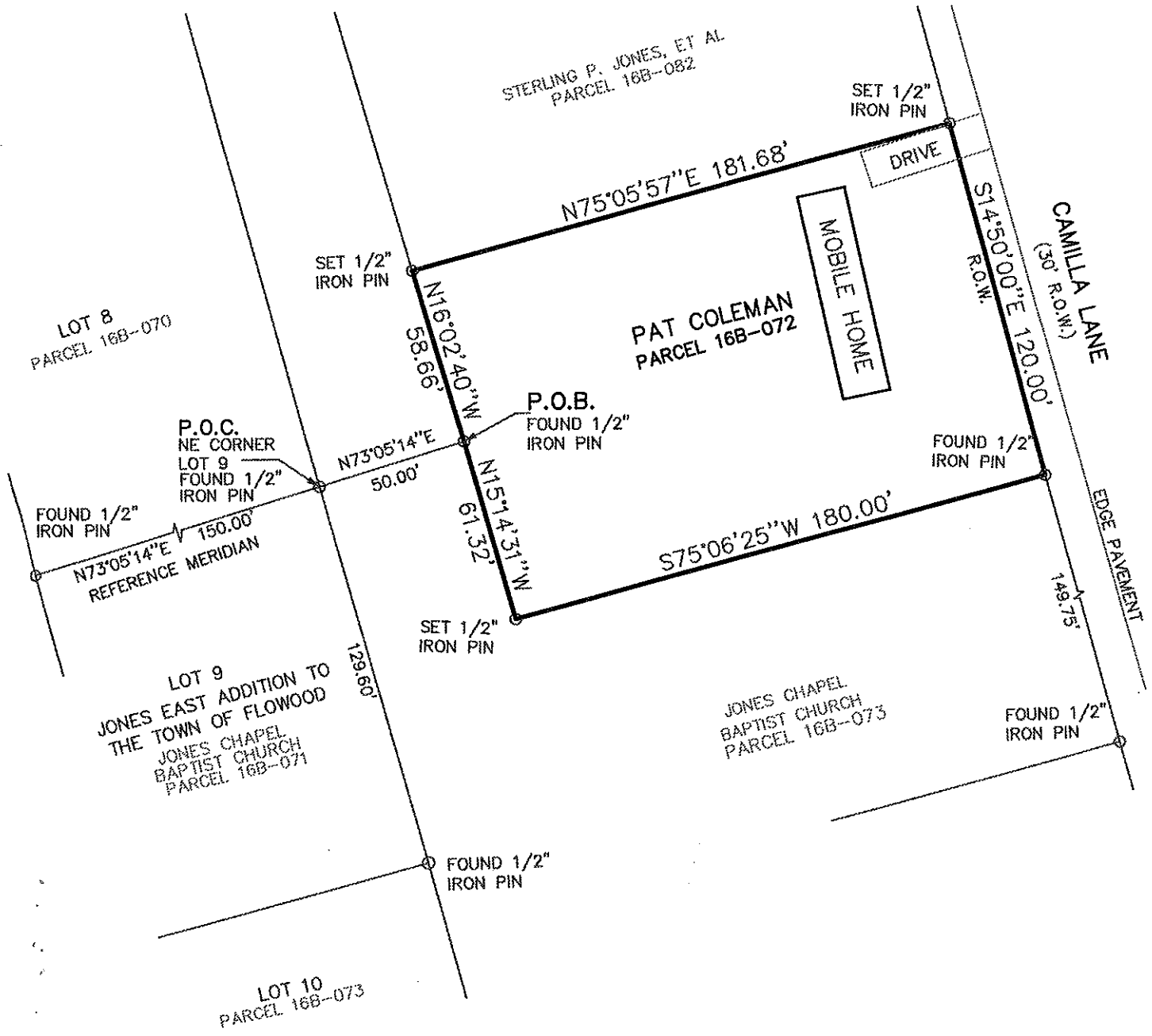


Exhibit "A"



PLAT OF SURVEY  
 FOR  
**MADISON COUNTY SCHOOLS**  
 0.50± ACRES SITUATED IN THE NW 1/4 OF SECTION 16,  
 TOWNSHIP 8 NORTH - RANGE 1 WEST  
 TOWN OF FLORA  
 MADISON COUNTY, MISSISSIPPI



- NOTES:**  
 THIS PARCEL OF LAND MAY BE SUBJECT TO THE FOLLOWING:
1. ANY RECORDED, UNRECORDED, OR MISINDEXED INSTRUMENTS WHICH WOULD BE DISCLOSED BY A COMPETENT TITLE EXAMINATION OF SUBJECT PROPERTY.
  2. NORTH DERIVED FROM RECORDED DEEDS AND PLATS, REFERENCED TO THE SOUTH LINE OF LOT 9.
  3. SURVEY CLASSIFICATION "B"
  4. SUBJECT PROPERTY CONTAINS 21,673 SQ. FT., 0.50 ACRES.
  5. THIS PROPERTY LIES IN ZONE "X" ACCORDING TO F.I.R.M. 28089C0370 F, DATED 03-17-2010.



**H D LANG AND ASSOCIATES, INC.**  
 ENGINEERS / LAND SURVEYORS  
 POST OFFICE BOX 16085  
 JACKSON, MISSISSIPPI 39236-6085  
 (601) 362-4886  
 JOB NO. 98-055  
 SCALE: 1" = 50'  
 03-17-16

Exhibit "B"