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## MADISON COUNTY SCHOOLS

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476 Highland Colony Parkway  
Ridgeland, Mississippi 39157

Receptionist: (601) 879-3000  
16th Section Dept.: (601) 879-3005

August 8, 2017

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. Notice to Renew Residential Lease to James M. Woody and wife, Robin G. Woody, regarding Lot 12, Sherbourne Subdivision, Part 1, and
2. Amendment to Long Term Commercial Lease Contract to Southeast Properties, LLC regarding Parcel AG0 and Parcel AG1, Calumet Gardens, a Resubdivision of Lots 2, 3, 4, 5, 6, 7 and 8, Calumet Professional Park. NOTE: This amendment incorporates the new annual lease fee based on reappraisal.

It is requested that the Board of Supervisors approve the enclosed documents at the upcoming Board of Supervisors' meeting to be held August 21, 2017

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 12, Sherbourne Subdivision, Pt 1  
Per Plat Cabinet C at Slide 145, City of Madison, Section 16, Township 7 North,  
Range 2 East, Madison County, Mississippi  
Parcel #072E-16B-022/00.00

LESSOR:  
Madison County Board of Education  
476 Highland Colony Parkway  
Ridgeland, MS 39157  
Telephone: 601-499-0800

LESSEE:  
James M. Woody and  
Robin G. Woody  
104 Somerford Court  
Madison, MS 39110  
Telephone: 601-607-7381

PREPARED BY:  
Madison County School District  
476 Highland Colony Parkway  
Ridgeland, MS 39157  
Telephone: 601-499-0800

**NOTICE TO RENEW  
RESIDENTIAL LEASE CONTRACT**

This Notice to Renew is made and entered into on the 7<sup>th</sup> day of August, 2017, by and between the Madison County, Mississippi, Board of Education Trustees of the Madison County School District 16<sup>th</sup> Section School Lands Trust ("Lessor") and **James M. Woody** and wife, **Robin G. Woody** ("Lessee") according to the following terms and provisions:

A. Lessor and Lessee executed that certain Residential Lease Contract (the "Lease") for a term of forty years, beginning on the 15th day of December, 1999, and terminating on the 14th day of December, 2039, (the "Primary Term"), covering a parcel of 16<sup>th</sup> Section Land as described therein which is recorded in the office of the Chancery Clerk of Madison County, Mississippi in **Deed Book 456 at Page 24**, being located in Section 16, Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described as:

Lot 12 of Sherbourne Subdivision, Part 1, a subdivision which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet C at Slide 145, reference to which is hereby made in aid of and as a part of this description.

**B.** This Notice to Renew is executed pursuant to Paragraph (1) of the Lease whereby the Lease provided the Lessee with an option to renew the Lease for an additional term of twenty-five (25) years pursuant to Miss. Code Ann. § 29-3-69 (1972) as amended, commencing on the termination date of the Primary Term (the "Initial Termination Date").

**C.** NOW THEREFORE, the Lessor and Lessee do hereby agree to renew the Lease for an additional term of twenty-five (25) years commencing on the Initial Termination Date; and as a result, **the Lease shall now terminate on the 14th day of December, 2064** (the "Final Termination Date"). Said renewal shall be under the same terms, conditions, and stipulations set forth in the Lease, except the annual rental shall be based upon the fair market value of the subject property, as determined by a qualified appraiser selected by Lessor who performs his or her appraisal not more than twelve (12) months prior to the expiration of the Primary Term.

**D.** Except as amended by this Notice to Renew, the existing Lease shall stay in full force and effect and under the same terms conditions, annual rental, and stipulations set forth in the Lease until the Final Termination Date.

The Lease, as amended by this Notice to Renew, is ratified and confirmed as the valid and subsisting agreement of the parties but without waiver of remedies for any presently existing default.

In Witness Whereof, this Notice to Renew is executed by Lessor pursuant to an order entered upon its minutes and is executed by Lessee on the date first stated above.

LESSOR:

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

By: William R. Grissett, Jr.  
William R. Grissett, Jr., President  
of the Board Of Education

By: Ronnie L. McGehee  
Ronnie L. McGehee, Superintendent Of  
Education

LESSEE:

\_\_\_\_\_  
**James M. Woody**

\_\_\_\_\_  
**Robin G. Woody**

Reviewed and approved by the Madison County Board of Supervisors, this the \_\_\_\_ day of \_\_\_\_\_, 2017.

By: \_\_\_\_\_  
Trey Baxter, President  
of the Board of Supervisors

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 \_\_\_\_\_, 2017, 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 7<sup>th</sup> day of August, 2017, within my jurisdiction, the within named **William R. Grissett, Jr.** 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

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this \_\_\_\_ day of \_\_\_\_\_, 2017, within my jurisdiction, the within named **James M. Woody** and wife, **Robin G. Woody**, who acknowledged to me that they executed the above and foregoing instrument.

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

My Commission Expires:  
\_\_\_\_\_  
[SEAL]

Extension/2017/#794 Woody

INDEXING: Parcel AG0 and Parcel AG1, Calumet Gardens, a Resubdivision of Lots 2, 3, 4, 5, 6, 7 and 8, Calumet Professional Park, per the plat in Plat Cabinet E at Slide 70 (Parcel #072E-16C-002/61.00 and Parcel #071E-16C-002/62.00)

**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: 601-499-0800

**LESSEE:**

Southeast Properties, LLC  
ATTN: Yandell H. Wideman  
100 Calumet Gardens, Suite 100  
Madison, MS 39110  
Canton, MS 39046  
Telephone: 601-707-5736

**PREPARED BY:**

Madison County School District  
476 Highland Colony Parkway  
Ridgeland, MS 39157  
Telephone: 601-499-0800

**SECOND AMENDMENT TO 16TH SECTION**  
**COMMERCIAL LEASE CONTRACT**

WHEREAS, by instrument dated July 30, 2007, the **MADISON COUNTY, MISSISSIPPI, BOARD OF EDUCATION, TRUSTEES of the MADISON COUNTY SCHOOL DISTRICT 16TH SECTION SCHOOL LANDS TRUST** (hereinafter called "Lessor"), granted a Sixteenth Section Commercial Lease Contract to **SOUTHEAST PROPERTIES, LLC, a Mississippi Limited Liability Company** (hereinafter called "Lessee"), which instrument was recorded in Book 2244 at Page 769 in the records in the office of the Chancery Clerk of Madison County,

THEREFORE, paragraph 2 of the Lease Contract should be amended to read as follows:

2. Lessee covenants and agrees to pay or cause to be paid to Lessor annually, on or before August 7th of each year during the term hereof, beginning with the August 7, 2017 payment, annual rentals in advance in the amount of Six Hundred Fifty and no/100 Dollars (\$650.00), subject to the rent adjustment clause included herein.

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

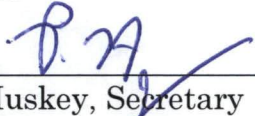
WITNESS MY HAND this the 7<sup>th</sup> day of August, 2017.


LESSOR:

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

By:   
William R. Grissett, Jr., President


ATTEST:

  
Philip Huskey, Secretary

  
Ronnie L. McGehee, Madison County  
Superintendent Of Education

LESSEE:

**Southeast Properties, LLC, a Mississippi  
Limited Liability Company**

By:   
Yandell H. Wideman, Managing Member

Reviewed and approved by the Madison County Board of Supervisors, this the  
\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
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 \_\_\_\_\_, 2017, 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

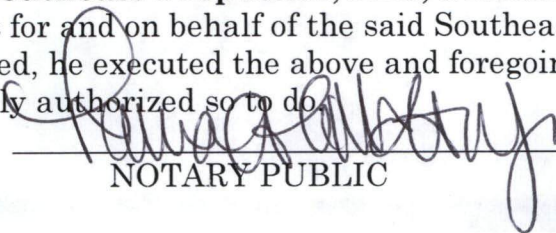
My Commission Expires:

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



STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 12 day of JULY, 2017, within my jurisdiction, the within named **Yandell H. Wideman**, who acknowledged to me that he is the Managing Member of **Southeast Properties, LLC, a Mississippi limited liability company**, and that for and on behalf of the said Southeast Properties, LLC, 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 7<sup>th</sup> day of August, 2017, within my jurisdiction, the within named **William R. Grissett, Jr., Philip Huskey and Ronnie L. McGehee**, who acknowledged to me that they are President, Secretary 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.

  
NOTARY PUBLIC

My Commission Expires:

[SEAL]



Amendments/2017/11/4 SE Properties, LLC Amendment