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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

December 5, 2017

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

RE: Document for Board Approval

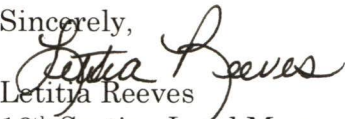
Dear Cynthia:

Enclosed please find a Second Amendment to 16th Section Commercial Property Lease Contract to Charles M. Blakely regarding part of Lots 9 and 10, and Lots 11 and 12, Block 19, Jones Addition, Town of Flora, Section 16, Township 8 North, Range 1 West, Madison County, Mississippi. NOTE: This amendment incorporates the new annual lease payment based on the required 10 year reappraisal.

It is requested that the Board of Supervisors approve the enclosed document at the upcoming Board of Supervisors' meeting to be held December 18, 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

Enclosure

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

INDEXING: Part of Lots 9 and 10, and Lots 11 and 12, Block 19, Jones Addition, Town of Flora, Section 16, Township 8 North, Range 1 West, Madison County, Mississippi (Tax Parcel #051E-16B-180/00.00).

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

Prepared By:  
Madison County School District  
4786 Highland Colony Parkway  
Ridgeland, MS 39157  
Telephone: 601-499-0800

LESSEE:

Charles M. Blakely  
P.O. Box 100  
Flora, MS 39071  
Telephone: 662-897-3002

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

WHEREAS, by instrument dated March 6, 1998, the **MADISON COUNTY, MISSISSIPPI, BOARD OF EDUCATION TRUSTEES** of the **MADISON COUNTY SCHOOL DISTRICT 16TH SECTION SCHOOL LANDS TRUST** (hereinafter called "Lessor"), granted a Renegotiated Sixteenth Section Property

Lease by document recorded in Book 411 at Page 431 and amended by document recorded in Book 2294 at Page 813 (hereinafter the "Lease Contract"), which describes the following property, to-wit:

Lots 11 and 12, Block 19, Jones Addition, Town of Flora, and also a portion of Lots 9 and 10, Block 19, Jones Addition, Town of Flora described as follows:

Beginning at the southeast corner of Lot 9, run thence North 15 degrees 30 minutes West 8 feet; thence South 72 degrees 20 minutes West for 133.8 feet; thence South 15 degrees 30 minutes East 31 feet to the South line of Lot 10; thence North 74 degrees 30 minutes East along the South line of Lot 10 to the East line of Lot 10; Thence North 15 degrees 30 minutes West 35.4 feet along the East line of Lot 10 to the POINT OF BEGINNING. All the above described property is located in Section 16, Township 8 North, Range 1 West, Town of Flora, Madison County, Mississippi;

and,

WHEREAS, the Lease Contract was assigned to Charles M. Blakely (hereinafter the "Lessee") by document recorded in Book 2929 at Page 42 in the office of the Chancery Clerk of Madison County, Mississippi; and,

WHEREAS, said Lease Contract has a lease term beginning on the 20<sup>th</sup> day of January, 1998 and ending on the 19<sup>th</sup> day of January, 2038; and,

WHEREAS, said Lease Contract requires annual rental payments in the amount of Seven Hundred Fifty Four and no/100 Dollars (\$754.00), on or before January 20<sup>th</sup> each year, beginning with the January 20, 2008 payment; and

WHEREAS, lease payments have been received by Lessor in said amount for each year through 2017; and

WHEREAS, said Lease Contract, pursuant to paragraph 3, subparagraph A, states that the subject property should be reappraised prior to the tenth and

twentieth and thirtieth anniversary dates of the commencement of the Lease Contract; and,

WHEREAS, the twentieth anniversary date is January 20, 2018; and

WHEREAS, the subject property has been reappraised setting a new annual lease payment pursuant to paragraph 3, subparagraph A, of the Lease Contract.

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 January 20<sup>th</sup> of each year during the term hereof, beginning with January 20, 2018, annual rentals in advance in the amount of Eight Hundred Sixty Six and no/100 Dollars (\$866.00), 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 21 day of Nov, 2017

LESSOR:

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

By: William R. Grissett, Jr.  
William R. Grissett, Jr., President

ATTEST:

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

LESSEE:

Charles M. Blakely  
Charles M. Blakely

Reviewed and approved by the Madison County Board of Supervisors, this the  
\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
David Bishop \_\_\_\_\_, 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 \_\_\_\_\_, 20\_\_, within my  
jurisdiction, the within named David Bishop who  
acknowledged to me that he/she 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 21 day of Nov, 2017, within my jurisdiction, the within named **Charles M. Blakely**, who acknowledged to me that he executed the above and foregoing instrument.

Gail Hooks  
NOTARY PUBLIC

My Commission Expires:

5-31-2019  
[SEAL]



STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 4<sup>th</sup> day of December, 2017, within my jurisdiction, the within named William R. Grissett, Jr 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.

Letitia H. Reeves  
NOTARY PUBLIC

My Commission Expires:

[SEAL] Commission Expires  
January 1, 2021



Anendments 2007/270 Amendment to Magnolia Laundry, LLC, Lease