

MADISON COUNTY
SCHOOLS

MARK OF EXCELLENCE

476 Highland Colony Parkway
Ridgeland, MS 39157

Telephone: 601-499-0800

Letitia H. Reeves, 16th Section Land Manager

Telephone: 601-499-0717

lreeves@madison-schools.com

June 11, 2019

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 Long Term Residential Lease to Sherbourne Construction, LLC, regarding Lot 126, Sherbourne Subdivision, Part 5; and
- 2) Amendment to 16th Section "Other" Classification Lease Contract to the Madison-Ridgeland-Gluckstadt American Legion Post No. 153 regarding 12.45± acres located in the NW1/4 of Section 16, Township 7 North, Range 1 East, Madison County, Mississippi (Lake Cavalier area off of Livingston Road). NOTE: This amendment incorporates the new annual lease fee per reappraisal as required by Statute.

It is requested that the Board of Supervisors approve the enclosed documents at the upcoming Board of Supervisors' meeting to be held June 17, 2019.

Should you have any questions or need anything further in this regard, please let me know. Thank you.

Sincerely,

Letitia H. Reeves
16th Section Land Manager

/lr

Enclosures

cc: Charlotte A. Seals, Superintendent

INDEXING: 12.45± acres in NW1/4 of Section 16, Township 7 North, Range 1 East, Madison County, Mississippi (Tax Parcel #071E-16-009/00.00)

LESSOR:

Madison County, Mississippi Board
of Education Trustees of The Madison
County School District 16th Section
School Lands Trust
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800

Prepared By:

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

LESSEE:

Madison-Ridgeland-Gluckstadt
American Legion Post No. 153
ATTN: Mr. John Browning
113 Cherry Bluff Drive
Madison, MS 39110
Telephone: ~~601-982-7365~~

cell # 601-750-7020

AMENDMENT TO 16TH SECTION "OTHER"
PROPERTY LEASE CONTRACT

WHEREAS, by instrument dated February 8, 1999, 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 Other Classification Property Lease to the **Madison-Ridgeland-Gluckstadt American**

Legion Post No. 153 (hereinafter called "Lessee"), by document recorded in Book 2430 at Page 842 in the office of the Chancery Clerk of Madison County, Mississippi (hereinafter the "Lease Contract"), which describes the following property, to wit:

A parcel or tract of land containing 12.45 acres, more or less, lying and being situated in the NW 1/4 of Section 16, T7N-R1E, Madison County, Mississippi, and being more particularly described as follows:

COMMENCING at the SW corner of said Section 16, T7N-R1E, Madison County, Mississippi; run thence North along the Westerly boundary of said Section 16, T7N-R1E, for a distance of 2640.00 feet, said point being and lying at the SW corner of the NW 1/4 of said Section 16 and **POINT OF BEGINNING** of the herein described property; thence continue North along the Westerly boundary of said Section 16 for a distance of 1337.23 feet to the Westerly Right-of-Way of Lake Cavalier Road, as it existed in November 2008; thence leaving the Westerly boundary of said Section 16, run along the Westerly Right-of-Way of said Lake Cavalier Road to points at each of the following calls;

297.02 feet along the arc of an 1185.92 foot radius curve to the left, said arc having a 296.25 foot chord which bears South 24 degrees 57 minutes 34 seconds East; thence

South 32 degrees 08 minutes 04 seconds East for a distance of 559.46 feet; thence

533.72 feet along the arc of a 612.96 foot radius curve to the left, said arc having a 517.01 foot chord which bears South 57 degrees 04 minutes 43 seconds East, said point lying in an existing wire fence; thence

Leaving the Westerly Right-of-Way of said Lake Cavalier Road, run South 32 degrees 16 minutes 00 seconds West along said existing wire fence for a distance of 371.24 feet to the Southerly boundary of the NW 1/4 of said Section 16; thence leaving said existing wire fence, run West along the Southerly boundary of the NW 1/4 of said Section 16 for a distance of 658.39 feet to the **POINT OF BEGINNING** of the above described parcel or tract of land.

A plat of the subject property is attached hereto as Exhibit "A" for informational purposes.

WHEREAS, said Lease Contract has a lease term beginning on the 16th day of June, 2009 and ending on the 15th day of June, 2049; and,

WHEREAS, per the Lease Contract, annual rental payments in the amount of

Two Thousand Three Hundred Fifty Five and no/100 Dollars (\$2,355.00), are to be paid on or before June 16th each year, beginning with the June 16, 2009 payment; and

WHEREAS, lease payments have been received by Lessor in said amount for each year through 2018; 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 tenth anniversary date is June 16, 2019; 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 June 16th of each year during the term hereof, beginning with June 16, 2019 payment, annual rentals in advance in the amount of Three Thousand Seven Hundred Thirty Five and no/100 Dollars (\$3,735.00), subject to the rent adjustment clause included herein.

Failure of Lessee to pay the annual rentals listed above shall constitute a breach of this lease agreement.

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

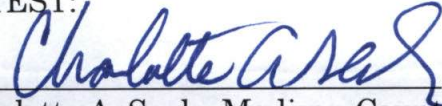
WITNESS MY HAND this the 10 day of June, 2019.

LESSOR:

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

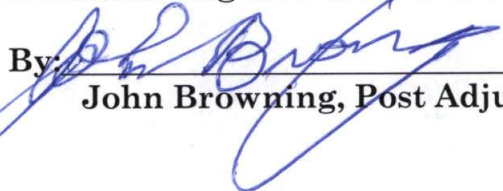
By: 
Wayne Jimenez, President

ATTEST:


Charlotte A. Seals, Madison County
Interim Superintendent Of Education

LESSEE:

**Madison-Ridgeland-Gluckstadt
American Legion Post No. 153**

By: 
John Browning, Post Adjutant

Reviewed and approved by the Madison County Board of Supervisors, this the
__ day of _____, 2019.

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 _____, 2019, within my jurisdiction, the within named **Trey Baxter** 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 10 day of June, 2019, within my jurisdiction, the within named **Wayne Jimenez** and **Charlotte A. Seals**, who acknowledged to me that they are President and Interim 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

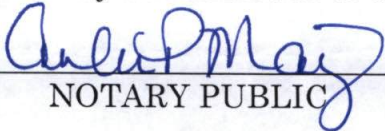
My Commission Expires:

[SEAL]



STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 5th day of June, 2009, within my jurisdiction, the within named **John Browning**, who acknowledged to me that he is Post Adjutant of the **Madison-Ridgeland-Gluckstadt American Legion Post No. 153**, and that for and on behalf of the said Madison-Ridgeland-Gluckstadt American Legion Post No. 153, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.



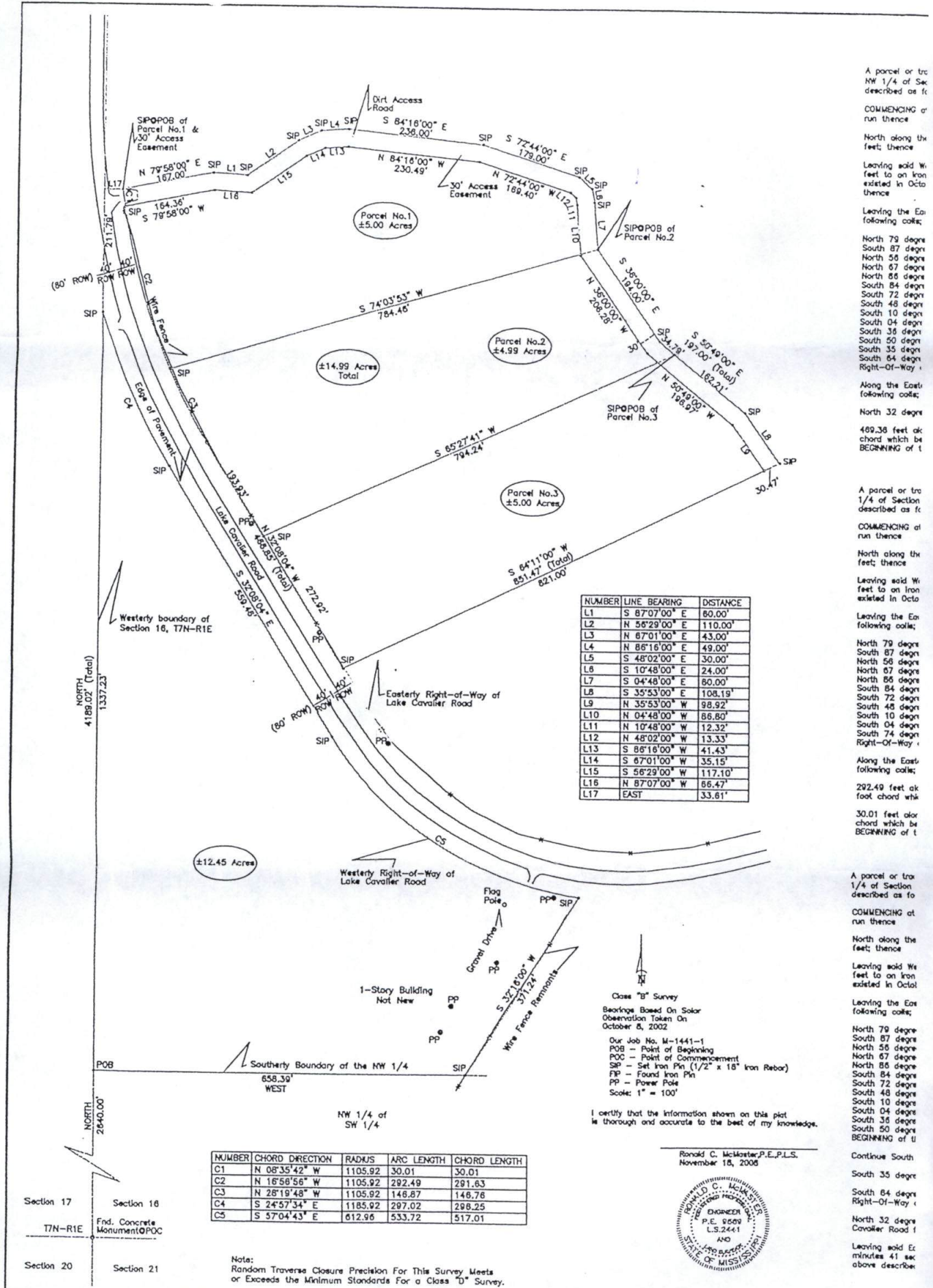
NOTARY PUBLIC

My Commission Expires:

Aug 9, 2022
[SEAL]



Amendments 2019/2021 Amendment to American Legion Lease



A parcel or tra NW 1/4 of Sec described as fo

COMMENCING at run thence

North along the feet; thence

Leaving said W feet to an iron existed in Octo thence

Leaving the Ea following coils;

North 79 degra South 87 degra North 56 degra North 67 degra North 86 degra South 84 degra South 72 degra South 48 degra South 10 degra South 04 degra South 36 degra South 50 degra South 35 degra South 64 degra Right-Of-Way

Along the East following coils;

North 32 degra

489.36 feet ak chord which be BEGINNING of 1

A parcel or tra 1/4 of Section described as fo

COMMENCING at run thence

North along the feet; thence

Leaving said W feet to an iron existed in Octo

Leaving the Ea following coils;

North 79 degra South 87 degra North 56 degra North 67 degra North 86 degra South 84 degra South 72 degra South 48 degra South 10 degra South 04 degra South 74 degra Right-Of-Way

Along the East following coils;

292.49 feet ak foot chord whk

30.01 feet ak chord which be BEGINNING of 1

A parcel or tra 1/4 of Section described as fo

COMMENCING at run thence

North along the feet; thence

Leaving said W feet to an iron existed in Octo

Leaving the Ea following coils;

North 79 degra South 87 degra North 56 degra North 67 degra North 86 degra South 84 degra South 72 degra South 48 degra South 10 degra South 04 degra South 36 degra South 50 degra BEGINNING of 1

Continue South

South 35 degra

South 84 degra Right-Of-Way

North 32 degra Cavalier Road 1

Leaving said E minutes 41 sec above describ

EXHIBIT "A"

INDEXING:

Lot 126, Sherbourne Subdivision, Pt 5
Per Plat Cabinet D at Slide 156, City of Madison, Section 16, Township 7 North,
Range 2 East, Madison County, Mississippi
Parcel #072E-16B-235/00.00

LESSOR:

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

LESSEE:

Sherbourne Construction, LLC
ATTN: Steve H. Horn
c/o Craig Lang
209 Spring Road
Flora, MS 39071
Telephone: 601-573-5730

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 10 day of June, 2019, by and between the Madison County, Mississippi, Board of Education Trustees of the Madison County School District 16th Section School Lands Trust ("Lessor") and **Sherbourne Construction, LLC, a Mississippi Limited Liability Company** ("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 6th day of February, 2007, and terminating on the 5th day of February, 2047, (the "Primary Term"), covering a parcel of 16th Section Land as described therein which is recorded in the office of the Chancery Clerk of Madison County, Mississippi in **Deed Book 2184 at Page 510**, being located in Section 16, Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described as:

Lot 126 of Sherbourne Subdivision, Part 5, 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 D at Slide 156, 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 5th day of February, 2072** (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: 
Wayne Jimenez, President
of the Board Of Education

By: 
Charlotte A. Seals, Superintendent
Of Education

LESSEE:

**Sherbourne Construction, LLC, A
Mississippi Limited Liability Company**

By: _____
Steve H. Horn, Member

Reviewed and approved by the Madison County Board of Supervisors, this the ____
day of _____, 2019.

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 _____, 2019, 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 10 day of June, 2019, within my jurisdiction, the within named **Wayne Jimenez** and **Charlotte A. Seals** who acknowledged to me that they are President of the Madison County Board of Education and Interim 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.

My Commission Expires: _____

[SEAL]



Letitia H. Reeves
NOTARY PUBLIC

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 _____, 2019, within my jurisdiction, the within named **Steve H. Horn** who acknowledged to me that he is a Member of **Sherbourne Construction, LLC, a Mississippi Limited Liability Company**, and that for and on behalf of the said Sherbourne Construction, LLC, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

My Commission Expires: _____

[SEAL]

NOTARY PUBLIC

Extension/2019/#1380 Sherb Construction for Lot 126, Sherbourne, Pt 5