



**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

December 10, 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) Amendment to 16th Section Lease for Water Distribution Easement regarding 0.749 acres (Parcel 26A) to the City of Ridgeland, Mississippi. NOTE: This amendment incorporates the new annual lease fee based on reappraisal.

2) Amendment to 16th Section Lease for Water Distribution Easement regarding 0.118 acres (Parcel 26B) to the City of Ridgeland, Mississippi. NOTE: This amendment incorporates the new annual lease fee based on reappraisal.

3) Amendment to 16th Section Lease for Water Distribution Easement regarding 0.078 acres (Parcel 27) to the City of Ridgeland, Mississippi. NOTE: This amendment incorporates the new annual lease fee based on reappraisal.

4) Amendment to 16th Section Lease for Water Distribution Easement regarding 0.188 acres (Parcel 28) to the City of Ridgeland, Mississippi. NOTE: This amendment incorporates the new annual lease fee based on reappraisal; and

5) Notice to Renew Residential Lease Contract to Demetrous Cockrell and wife, Nicole Cockrell, regarding Lot 1, Livingston Subdivision, Part 1.

It is requested that the Board of Supervisors approve the enclosed document at the upcoming Board of Supervisors' meeting to be held December 16, 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: 0.749 acres (Parcel 26A) consisting of a 15 ft wide easement for water distribution in the S1/2 of the SE1/4 of Section 16, Township 7 North, Range 1 West, City of Ridgeland, Madison County, Mississippi (through Parcel #071E-16-004/02.02).

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:

City of Ridgeland, Mississippi
ATTN: Mayor Gene F. McGee
P.O. Box 217
Ridgeland, MS 39157
Telephone: 601-856-7113

**AMENDMENT TO 16TH SECTION LEASE FOR
WATER DISTRIBUTION SYSTEM EASEMENT**

WHEREAS, by instrument dated November 12, 2009, 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 Property Lease for Permanent Water Distribution System Easement to the **CITY OF**

RIDGELAND, MISSISSIPPI, a MUNICIPAL CORPORATION (hereinafter called "Lessee"), by document recorded in Book 2497 at Page 877 in the office of the Chancery Clerk of Madison County, Mississippi (hereinafter the "Lease Contract") regarding the following described property, to wit; and

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 and

WHEREAS, said Lease Contract has a lease term beginning on the 12th day November, 2009 (date of first acknowledgement); and,

WHEREAS, per the Lease Contract recorded in Book 2497 at Page 877 in the office of the hereinbefore mentioned Chancery Clerk, annual rental payments in the amount of Four Hundred Sixty Eight and no/100 (\$468.00) are to be paid on or November 12th each year; 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 November 12, 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; and

WHEREAS, annual rentals/lease fees, in accordance with Miss. Code Ann. §29-3-69 "shall be adjusted not less than once every ten (10) years from the date of the

lease to reflect the current fair market rental value," and

WHEREAS, as the lease is a "perpetual" easement for a water distribution line, paragraph 3 of the Lease Contract should be amended to state that prior to every ten years from the anniversary date of the commencement of the lease, the easement shall be reappraised to reflect the current fair market rental value.

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

2. Annual Rent. Lessee covenants and agrees to pay or cause to be paid to Lessor annually, on or before November 12th of each year during the term hereof, beginning with November 12, 2019 payment, annual rentals in advance in the amount of Three Hundred Seventy Four and 50/100 Dollars (\$374.50), 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 remaining terms and conditions of Paragraph 2 of the Lease Contract will remain in full force and effect.

THEREFORE, FURTHER , the paragraph 3 of the Lease Contract should be amended to read as follows:

3. Rent Adjustment Procedure. Prior to every tenth year anniversary of the commencement of this lease (first acknowledgement date), Lessor shall have a reappraisal made of the leased premises and a re-determination of a reasonable annual rental for the Leased Premises.

The remaining terms and conditions of Paragraph 3 as well as the Lease Contract in whole will remain in full force and effect.

WITNESS MY HAND this the 9th day of December, 2019.

LESSOR:

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

By: _____

Wayne Jimenez, President

ATTEST:

Charlotte A. Seals
**Charlotte A. Seals, Madison County
Superintendent Of Education**

LESSEE:

**CITY OF RIDGELAND, MISSISSIPPI,
A Municipal Corporation**

By: _____

Gene F. McGee, Mayor

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 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 9th day of December, 2019, within my jurisdiction, the within named **Wayne Jimenez** and **Charlotte A. Seals**, 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 _____

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 **Gene F. McGee**, who acknowledged to me that he is the Mayor of the **City of Ridgeland, Mississippi, a Municipal Corporation**, and that for and on behalf of the said City of Ridgeland, Mississippi, 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

Anendments\2019\#1457 Amendment to City of Ridgeland, MS Lease

PARCEL 26A
FIFTEEN (15) FOOT WIDE PERMANENT UTILITY EASEMENT
FOR
THE CITY OF RIDGELAND, MISSISSIPPI

MADISON COUNTY, MISSISSIPPI BOARD OF EDUCATION, TRUSTEES OF THE
MADISON COUNTY SCHOOL BOARD DISTRICT, 16TH SECTION SCHOOL LANDS TRUST
(LESSOR)

DAVID H. RICHARDSON (LESSEE)
(DB. 528, PG. 863)

Being a proposed fifteen (15) foot wide permanent utility easement situated in the South Half (S 1/2) of the Southeast Quarter (SE 1/4) of Section 16, Township 7 North, Range 1 East, Madison County, Mississippi and being out of and a part of a tract of land as conveyed to Madison County School Board District, 16th Section School Lands Trust (Lessor), David H. Richardson (Lessee) as recorded in Deed Book 528, Page 863, in the Chancery Clerk's Office of said Madison County, and being more particularly described as follows:

COMMENCING at a found iron rod marking the common corner to Sections 15, 16, 21 and 22, Township 7 North, Range 1 East, Madison County, Mississippi;

THENCE run South, 12.82 feet to a point;

THENCE run West, 2,595.34 feet to a point at the intersection of the Easterly right-of-way line of North Livingston Road, as it exists this date, and being the Southwesterly corner of the above referenced "District" tract. Said point also being the POINT OF BEGINNING, of the herein described fifteen (15) foot wide permanent utility easement;

THENCE run along the Easterly and Southerly right-of-way line of said North Livingston Road, the following 6 calls;

THENCE run North 04° 29' 10" East, 156.50 feet to a point;

THENCE run North 38° 10' 10" East, 113.00 feet to a point;

THENCE run North 32° 55' 10" East, 165.50 feet to a point;

THENCE run North 48° 07' 10" East, 169.50 feet to a point;

THENCE run North 63° 49' 10" East, 177.00 feet to a point;

THENCE run North 74° 11' 10" East, 1,354.57 feet to a point;

THENCE departing the Easterly and Southerly right-of-way line of said North Livingston Road, run South 18° 16' 00" East, 53.95 feet to a point;

THENCE run South 22° 11' 00" West, 23.12 feet to a point;

THENCE run North 18° 16' 00" West, 57.19 feet to a point;

THENCE run South 74° 11' 10" West, 1,338.84 feet to a point;

THENCE run South 63° 49' 10" West, 173.57 feet to a point;

THENCE run South 48° 07' 10" West, 165.43 feet to a point;

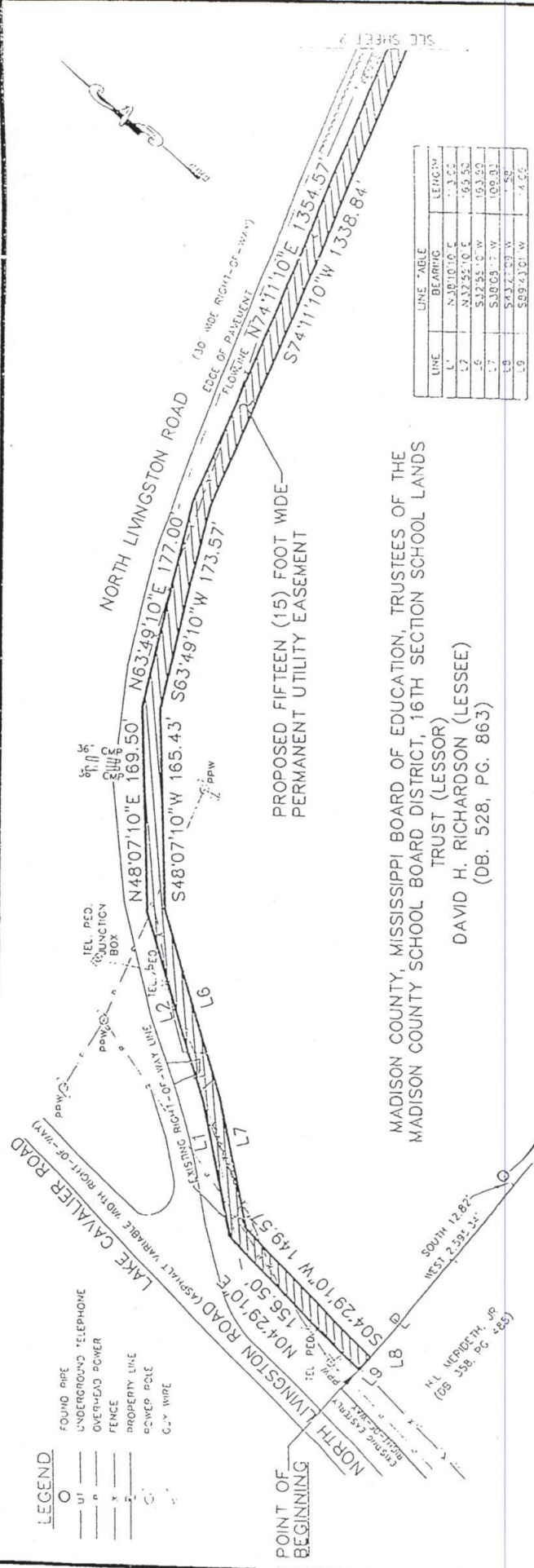
THENCE run South 32° 55' 10" West, 163.50 feet to a point;

THENCE run South 38° 08' 17" West, 109.83 feet to a point;

THENCE run South 04° 29' 10" West, 149.57 feet to a point;

THENCE run South 43° 27' 09" West, 1.58 feet to the South line of the above mentioned "District" tract;

THENCE along said South property line, run South 89° 43' 01" West, 14.06 feet to the POINT OF BEGINNING, containing 0.749 acres, (32,618 square feet), more or less.



LINE	BEARING	LENGTH
L1	N48°07'10\"/>	

MADISON COUNTY, MISSISSIPPI BOARD OF EDUCATION, TRUSTEES OF THE
MADISON COUNTY SCHOOL BOARD DISTRICT, 16TH SECTION SCHOOL LANDS
TRUST (LESSOR)
DAVID H. RICHARDSON (LESSEE)
(DB. 528, PG. 863)

POINT OF COMMENCEMENT
FOUND IRON ROD MARKING THE MARKING THE CORNER
CORNER TO SECTION 21, 22, 15, AND 16, TOWNSHIP 7 NORTH,
RANGE 1 EAST, MADISON COUNTY, MISSISSIPPI

PROPOSED FIFTEEN (15) FOOT WIDE PERMANENT UTILITY EASEMENT=0.746 ACRES (32,819 SQ. FT.)

DAVID H. RICHARDSON (LESSEE)

A PROPOSED FIFTEEN (15) FOOT WIDE PERMANENT UTILITY EASEMENT FOR THE CITY OF RIDGELAND

SITUATED IN THE SOUTH HALF (S1/2) OF THE SOUTH-EAST QUARTER (SE1/4) OF SECTION 16, TOWNSHIP 7 NORTH, RANGE 1 EAST, MADISON COUNTY, MISSISSIPPI

WAGGONER ENGINEERING, INC.
Consulting Engineers
143-A LeFleur's Saucere - Jackson, Mississippi 39201 - (601)356-2822

DRAWN BY	DATE	SHEET NUMBER
LGD	06/19/98	1 OF 2

REVIEWED BY: JMW

NOTE:
This drawing is intended to represent the horizontal location of a utility easement for the purposes of constructing and maintaining underground utilities, including any above ground appurtenances pertinent to the purpose of said utilities

Survey Class "B"
Horizontal control established on site by Waggoner Engineering, Inc. using Global Positioning System, (GPS).
Bearing orientation based upon Mississippi State Plane Grid, NAD 83 VS West Zone.

PARCEL NO. 26A

DATE: 06/19/98

SCALE: 1"=100'

DATE: 06/19/98

SCALE: 1"=100'

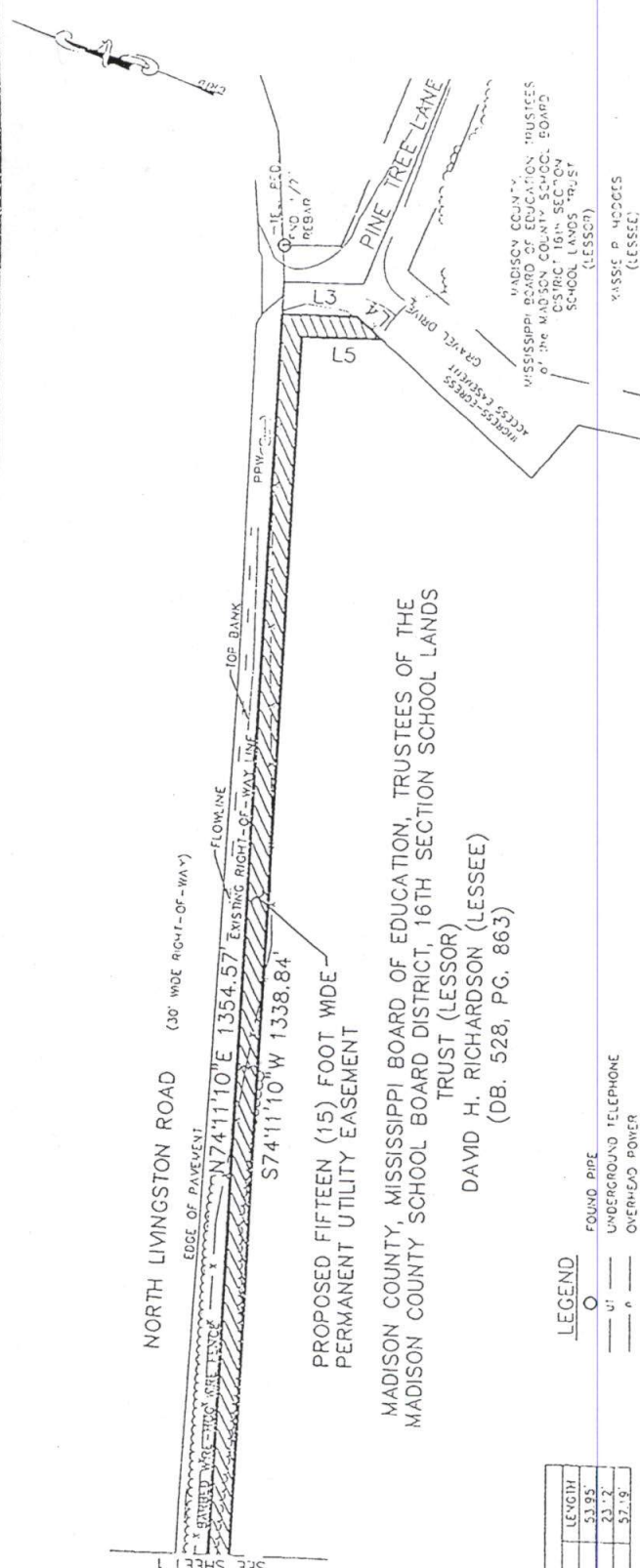
DATE: 06/19/98

SCALE: 1"=100'

DATE: 06/19/98

SCALE: 1"=100'

DATE: 06/19/98



NORTH LIVINGSTON ROAD (30' WIDE RIGHT-OF-WAY)
 EDGE OF PAVEMENT
 FLOW LINE
 TOP BANK
 EXISTING RIGHT-OF-WAY LINE
 PRIVATE
 PINE TREE LANE
 CANAL DRIVE
 INTERESTS RESERVED

PROPOSED FIFTEEN (15) FOOT WIDE
 PERMANENT UTILITY EASEMENT

MADISON COUNTY, MISSISSIPPI BOARD OF EDUCATION, TRUSTEES OF THE
 MADISON COUNTY SCHOOL BOARD DISTRICT, 16TH SECTION SCHOOL LANDS
 TRUST (LESSOR)
 DAVID H. RICHARDSON (LESSEE)
 (DB. 528, PG. 863)

MADISON COUNTY, MISSISSIPPI BOARD OF EDUCATION, TRUSTEES
 OF THE MADISON COUNTY SCHOOL BOARD
 DISTRICT, 16TH SECTION
 SCHOOL LANDS TRUST
 (LESSOR)
 DAVID H. RICHARDSON
 (LESSEE)

PROPOSED FIFTEEN (15) FOOT WIDE PERMANENT UTILITY EASEMENT - 0.749 ACRES (27 519 S.F.)

DAVID H. RICHARDSON (LESSEE)

LINE	BEARING	LENGTH
L1	S74°11'10"E	1354.57'
L2	N74°11'10"E	53.95'
L3	S74°11'10"W	1338.84'
L4	S74°11'10"W	23.12'
L5	N74°11'10"W	52.19'

LEGEND
 O FOUND PIPE
 --- UT UNDERGROUND TELEPHONE
 --- OP OVERHEAD POWER
 --- FENCE
 --- P PROPERTY LINE
 --- PO POWER POLE
 --- GW GUY WIRE

This property is situated in
 Zone "X"; areas
 determined to be outside
 500-year floodplain;
 according to Flood
 Insurance Rate Map
 Community Panel Number
 28089C03150.
 Dated April 15, 1994

NOTE:
 This drawing is intended to
 represent the horizontal location
 of a utility easement for the
 purposes of constructing and
 maintaining underground utilities,
 including any above ground
 appurtenances pertinent to the
 purpose of said utilities.

Survey Class "B"
 Horizontal control
 established on site by
 Waggoner Engineering, Inc.
 using Globe Positioning
 System (GPS).
 Bearing orientation based
 upon Mississippi State
 Plane Grid, NAD 83 MS
 West Zone.

DAVID H. RICHARDSON (LESSEE)
 A PROPOSED FIFTEEN (15) FOOT WIDE
 PERMANENT UTILITY EASEMENT FOR
 THE CITY OF RIDGELAND

WAGGONER ENGINEERING, INC.
 Consulting Engineers
 143-A Lafleurs Square - Jackson, Mississippi 39201 - (601) 368-8500

DATE 01/09/18
 SCALE 1"=100'

DRAWN BY: LCO
 REVIEWED BY: JMW
 SHEET NUMBER
 2 OF 2

PARCEL NO. 26A

8/1/2018 10:34:00 AM

INDEXING: 0.118 acres (Parcel 26B) consisting of a variable width easement for water distribution in the SE14 of the SE1/4 of Section 16, Township 7 North, Range 1 West, City of Ridgeland, Madison County, Mississippi (through Parcel #071E-16-004/02.07).

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:

City of Ridgeland, Mississippi
ATTN: Mayor Gene F. McGee
P.O. Box 217
Ridgeland, MS 39157
Telephone: 601-856-7113

**AMENDMENT TO 16TH SECTION LEASE FOR
WATER DISTRIBUTION SYSTEM EASEMENT**

WHEREAS, by instrument dated November 12, 2009, 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 Property Lease for Permanent Water Distribution System Easement to the **CITY OF**

RIDGELAND, MISSISSIPPI, a MUNICIPAL CORPORATION (hereinafter called "Lessee"), by document recorded in Book 2497 at Page 859 in the office of the Chancery Clerk of Madison County, Mississippi (hereinafter the "Lease Contract") regarding the following described property, to wit; and

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 and

WHEREAS, said Lease Contract has a lease term beginning on the 12th day November, 2009; and,

WHEREAS, per the Lease Contract recorded in Book 2497 at Page 859 in the office of the hereinbefore mentioned Chancery Clerk, annual rental payments in the amount of One Hundred Forty and no/100 (\$140.00) are to be paid on or November 12th each year; 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 November 12, 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.

WHEREAS, annual rentals/lease fees, in accordance with Miss. Code Ann. §29-3-69 "shall be adjusted not less than once every ten (10) years from the date of the

lease to reflect the current fair market rental value," and

WHEREAS, as the lease is a "perpetual" easement for a water distribution line, paragraph 3 of the Lease Contract should be amended to state that prior to every ten years from the anniversary date of the commencement of the lease, the easement shall be reappraised to reflect the current fair market rental value.

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 November 12th of each year during the term hereof, beginning with November 12, 2019 payment, annual rentals in advance in the amount of One Hundred Eighteen and no/100 Dollars (\$118.00), 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 remaining terms and conditions of Paragraph 2 of the Contract will remain in full force and effect.

THEREFORE, FURTHER , the paragraph 3 of the Lease Contract should be amended to read as follows:

3. Rent Adjustment Procedure. Prior to every tenth year anniversary of the commencement of this lease (first acknowledgement date), Lessor shall have a reappraisal made of the leased premises and a re-determination of a reasonable annual rental for the Leased Premises.

The remaining terms and conditions of Paragraph 3 as well as the Lease Contract in whole will remain in full force and effect.

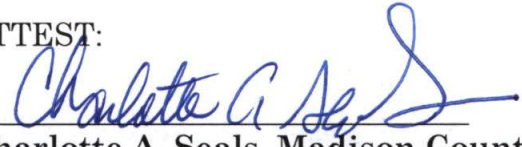
WITNESS MY HAND this the 9th day of December, 2019.

LESSOR:

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

By: 
Wayne Jimenez, President

ATTEST:


**Charlotte A. Seals, Madison County
Superintendent Of Education**

LESSEE:

**CITY OF RIDGELAND, MISSISSIPPI,
A Municipal Corporation**

By: _____
Gene F. McGee, Mayor

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 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 9th day of December 2019, within my jurisdiction, the within named **Wayne Jimenez** and **Charlotte A. Seals**, 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]



STATE OF MISSISSIPPI
COUNTY OF _____

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 **Gene F. McGee**, who acknowledged to me that he is the Mayor of the **City of Ridgeland, Mississippi, a Municipal Corporation**, and that for and on behalf of the said City of Ridgeland, Mississippi, 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

Anendments\2019V#1458 Amendment to City of Ridgeland, MSt

PARCEL 26B

A PROPOSED VARIABLE WIDTH PERMANENT UTILITY EASEMENT
FOR
THE CITY OF RIDGELAND, MISSISSIPPI

MADISON COUNTY, MISSISSIPPI BOARD OF EDUCATION, TRUSTEES OF THE
MADISON COUNTY SCHOOL BOARD DISTRICT, 16TH SECTION SCHOOL LANDS TRUST
(LESSOR)
KASSIE P. HODGES (LESSEE)
(DB. 2022, PG. 234)

Being a proposed variable width permanent utility easement situated in the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 16, Township 7 North, Range 1 East, Madison County, Mississippi and being out of and a part of a tract of land as conveyed to Madison County School Board District, 16th Section School Lands Trust (Lessor), Kassie P. Hodges (Lessee) as recorded in Deed Book 2022, Page 234, in the Chancery Clerk's Office of said Madison County, and being more particularly described as follows:

PROPOSED VARIABLE WIDTH PERMANENT UTILITY EASEMENT

COMMENCING at a found iron rod marking the common corner to Sections 15, 16, 21 and 22, Township 7 North, Range 1 East, Madison County, Mississippi;

THENCE run North, 846.91 feet to a point;

THENCE run West, 501.16 feet to a point on the East line of the above referenced "Hodges" lease tract and the POINT OF BEGINNING, of the herein described variable width permanent utility easement;

THENCE along the East line of said "Hodges" lease tract, run South 00° 18' 53" East, 25.00 feet to a point;

THENCE departing said East property line, run North 84° 26' 46" West, 10.03 feet to a point;

THENCE run North 61° 57' 19" West, 27.98 feet to a point on the South line of an existing ingress-egress access easement as recorded in Deed Book 2022, Page 234 in the Chancery Clerk's Office of said Madison County;

THENCE along said South easement line, run North 83° 00' 07" West, 56.20 feet to a point;

THENCE continue along said South easement line, run North 86° 11' 59" West, 90.64 feet to a point;

THENCE continue along said South easement line and an extension thereof, run North 86° 21' 36" West, 144.56 feet to a point;

Exhibit A

THENCE run North 18° 16' 00" West, 1.97 feet to a point on the West line of the above referenced "Hodges" lease tract;

THENCE along the West line of said "Hodges" lease tract, run North 22° 11' 00" East, 23.12 feet to a Northern corner of said "Hodges" lease tract;

THENCE departing said West property line, run South 18° 16' 00" East, 9.43 feet to a point;

THENCE run South 86° 21' 36" East, 134.45 feet to a point;

THENCE run South 86° 11' 59" East, 91.08 feet to a point;

THENCE run South 83° 00' 07" East, 89.57 feet to the POINT OF BEGINNING, containing 0.118 acres, (5,120 square feet), more or less.



LEGEND

○ FOUND PROPERTY CORNER

—+— FENCE

—+— PROPERTY LINE

—+— POWER POLE

—+— CUT WIRE

PROPOSED VARIABLE WIDTH PERMANENT UTILITY EASEMENT

MADISON COUNTY, MISSISSIPPI BOARD OF EDUCATION, TRUSTEES OF THE MADISON COUNTY SCHOOL BOARD DISTRICT, 16TH SECTION SCHOOL LANDS TRUST (LESSOR)

DAVID H. RICHARDSON (LESSEE) (DB. 528, PG. 863)

PROPOSED VARIABLE WIDTH PERMANENT UTILITY EASEMENT

MADISON COUNTY, MISSISSIPPI BOARD OF EDUCATION, TRUSTEES OF THE MADISON COUNTY SCHOOL BOARD DISTRICT, 16TH SECTION SCHOOL LANDS TRUST (LESSOR)

DAVID H. RICHARDSON (LESSEE) (DB. 528, PG. 863)

PROPOSED VARIABLE WIDTH PERMANENT UTILITY EASEMENT

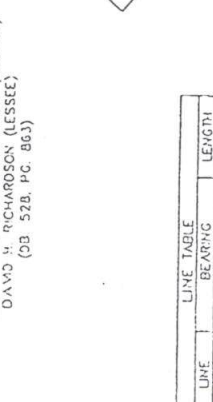
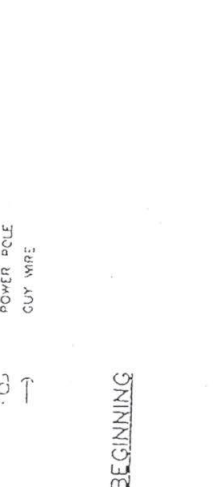
MADISON COUNTY, MISSISSIPPI BOARD OF EDUCATION, TRUSTEES OF THE MADISON COUNTY SCHOOL BOARD DISTRICT, 16TH SECTION SCHOOL LANDS TRUST (LESSOR)

DAVID H. RICHARDSON (LESSEE) (DB. 528, PG. 863)

PROPOSED VARIABLE WIDTH PERMANENT UTILITY EASEMENT

MADISON COUNTY, MISSISSIPPI BOARD OF EDUCATION, TRUSTEES OF THE MADISON COUNTY SCHOOL BOARD DISTRICT, 16TH SECTION SCHOOL LANDS TRUST (LESSOR)

DAVID H. RICHARDSON (LESSEE) (DB. 528, PG. 863)



LINE	BEARING	LENGTH
L1	S00°10'53"E	25.00'
L2	S84°26'46"W	10.03'
L3	N61°57'19"W	27.98'
L4	N83°00'07"W	56.26'
L5	N85°11'59"W	90.64'
L6	N86°21'36"W	144.56'
L7	N18°16'00"W	1.97'
L8	N22°11'00"E	23.12'
L9	S18°16'00"E	9.43'
L10	S86°21'36"E	134.45'
L11	S85°11'59"E	91.00'
L12	S83°00'07"E	89.57'

POINT OF COMMENCEMENT

FOUND IRON ROD MARKING THE COMMON CORNER TO SECTIONS 15, 16, 21 AND 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, MADISON COUNTY, MISSISSIPPI

POINT OF BEGINNING

WEST 50' 16"

JACKIE L. TALLEY (DB. 466, PG. 228)

PROPOSED VARIABLE WIDTH PERMANENT UTILITY EASEMENT - 0.118 ACRES (51.70 SQ. FT.)

KASSIE P. HODGES (LESSEE)

A PROPOSED VARIABLE WIDTH PERMANENT UTILITY EASEMENT FOR THE CITY OF RIDGELAND

SITUATED IN THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER, SECTION 16, TOWNSHIP 7 NORTH, RANGE 1 EAST, MADISON COUNTY, MISSISSIPPI

WAGGONER ENGINEERING, INC.
Consulting Engineers
143-A LeFleurs Square - Jackson, Mississippi 39201 - (601) 365-3611
REVISED DATE: 09/12/20
DATE: 04/09/08

DRAWN BY: LCO/SBP
REVIEWED BY: JMW
SCALE: 1"=100'

PARCEL NO. 26B

SHEET NUMBER 1 OF 1

NOTE:

This drawing is intended to represent the horizontal location of a utility easement for the purposes of constructing and maintaining underground utilities, including any above ground appurtenances pertinent to the purpose of said utilities

This property is situated in Zone "X"; areas determined to be outside 500-year floodplain; according to Flood Insurance Rate Map Community Panel Number 28089C0315D. Dated April 15, 1994

Survey Class "B"

Horizontal control established on site by Waggoner Engineering, Inc. using Global Positioning System (GPS).

Bearing orientation based upon Mississippi State Plane Grid, NAD 83 VS West Zone.

DAVID H. RICHARDSON (LESSEE) (DB. 528, PG. 863)

INDEXING: 0.078 acres (Parcel 27) consisting of a 10 ft wide easement for water distribution in the SE14 of the SE1/4 of Section 16, Township 7 North, Range 1 West, City of Ridgeland, Madison County, Mississippi (through Parcel #071E-16-005/01.02).

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:

City of Ridgeland, Mississippi
ATTN: Mayor Gene F. McGee
P.O. Box 217
Ridgeland, MS 39157
Telephone: 601-856-7113

**AMENDMENT TO 16TH SECTION LEASE FOR
WATER DISTRIBUTION SYSTEM EASEMENT**

WHEREAS, by instrument dated November 12, 2009, 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 Property Lease for Permanent Water Distribution System Easement to the **CITY OF**

RIDGELAND, MISSISSIPPI, a MUNICIPAL CORPORATION (hereinafter called "Lessee"), by document recorded in Book 2497 at Page 817 in the office of the Chancery Clerk of Madison County, Mississippi (hereinafter the "Lease Contract") regarding the following described property, to wit; and

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 and

WHEREAS, said Lease Contract has a lease term beginning on the 12th day November, 2009; and,

WHEREAS, per the Lease Contract recorded in Book 2497 at Page 817 in the office of the hereinbefore mentioned Chancery Clerk, annual rental payments in the amount of Thirty Seven and 52/100 (\$37.52) are to be paid on or November 12th each year; 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 November 12, 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.

WHEREAS, annual rentals/lease fees, in accordance with Miss. Code Ann. §29-3-69 "shall be adjusted not less than once every ten (10) years from the date of the

lease to reflect the current fair market rental value," and

WHEREAS, as the lease is a "perpetual" easement for a water distribution line, paragraph 3 of the Lease Contract should be amended to state that prior to every ten years from the anniversary date of the commencement of the lease, the easement shall be reappraised to reflect the current fair market rental value; and

WHEREAS, the Lease Contract originally provided for lease of a temporary construction easement, which temporary construction easement is no longer necessary and is deleted from this Amendment to 16th Section Lease for Water Distribution System Easement.

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 November 12th of each year during the term hereof, beginning with November 12, 2019 payment, annual rentals in advance in the amount of Ninety Three and 60/100 Dollars (\$93.60), 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 remaining terms and conditions of Paragraph 2 of the Lease Contract will remain in full force and effect.

THEREFORE, FURTHER , the paragraph 3 of the Lease Contract should be amended to read as follows:

3. Rent Adjustment Procedure. Prior to every tenth year anniversary of the commencement of this lease (first acknowledgement date), Lessor shall have a reappraisal made of the leased premises and a re-determination of a reasonable annual rental for the Leased Premises.

THEREFORE, FURTHER, the temporary construction easement is no longer

necessary and is deleted from this Amendment to 16th Section Lease for Water Distribution Easement.

The remaining terms and conditions of Paragraph 3 as well as the Lease Contract in whole will remain in full force and effect.

WITNESS MY HAND this the 9th day of December, 2019.

LESSOR:

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

By: _____

Wayne Jimenez, President

ATTEST:

Charlotte A. Seals
**Charlotte A. Seals, Madison County
Superintendent Of Education**

LESSEE:

**CITY OF RIDGELAND, MISSISSIPPI,
A Municipal Corporation**

By: _____

Gene F. McGee, Mayor

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 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 9th day of December, 2019, within my jurisdiction, the within named **Wayne Jimenez** and **Charlotte A. Seals**, 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.

My Commission Expires: _____
[SEAL]



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 _____, 2019, within my jurisdiction, the within named **Gene F. McGee**, who acknowledged to me that he is the Mayor of the **City of Ridgeland, Mississippi, a Municipal Corporation**, and that for and on behalf of the said City of Ridgeland, Mississippi, 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

PARCEL 27

A TEN (10) FOOT WIDE PERMANENT UTILITY EASEMENT

**FOR
THE CITY OF RIDGELAND, MISSISSIPPI**

JACKIE L. TALLEY
(DB. 486, PG. 228)

Being a proposed ten (10) foot wide permanent utility easement and a proposed ten (10) foot wide temporary construction easement situated in the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 16, Township 7 North, Range 1 East, Madison County, Mississippi and being out of and a part of a tract of land as conveyed to Jackie L. Talley as recorded in Deed Book 486, Page 228, and also being a part of a Madison County, Mississippi lease assignment as recorded in Deed Book 397, Page 236 in the Chancery Clerk's Office of said Madison County, and being more particularly described as follows:

TEN (10) FOOT WIDE PERMANENT UTILITY EASEMENT

COMMENCING at a found iron rod marking the common corner to Sections 15, 16, 21 and 22, Township 7 North, Range 1 East, Madison County, Mississippi;

THENCE run North, 758.49 feet to a point;

THENCE run West, 163.90 feet to a point on the Easterly line of the above referenced "Talley" tract, the Northeast corner and the **POINT OF BEGINNING**, of the herein described ten (10) foot wide permanent utility easement;

THENCE along said Easterly line of said "Talley" tract, run South 56° 52' 26" West, 12.17 feet to a point;

THENCE departing said Easterly property line, run North 68° 34' 13" West, 18.20 feet to a point;

THENCE run North 74° 12' 57" West, 136.44 feet to a point;

THENCE run North 80° 31' 49" West, 135.21 feet to a point;

THENCE run North 84° 48' 14" West, 45.41 feet to a point on the West line of the above referenced "Talley" tract;

THENCE along said West property line, run North 00° 18' 53" West, 10.05 feet to a found iron pin at the Northwest corner of the above referenced "Talley" tract and the South line of an existing ten foot wide utility easement as reserved in Deed Book 397, Page 236 in the Chancery Clerk's Office of said Madison County ;

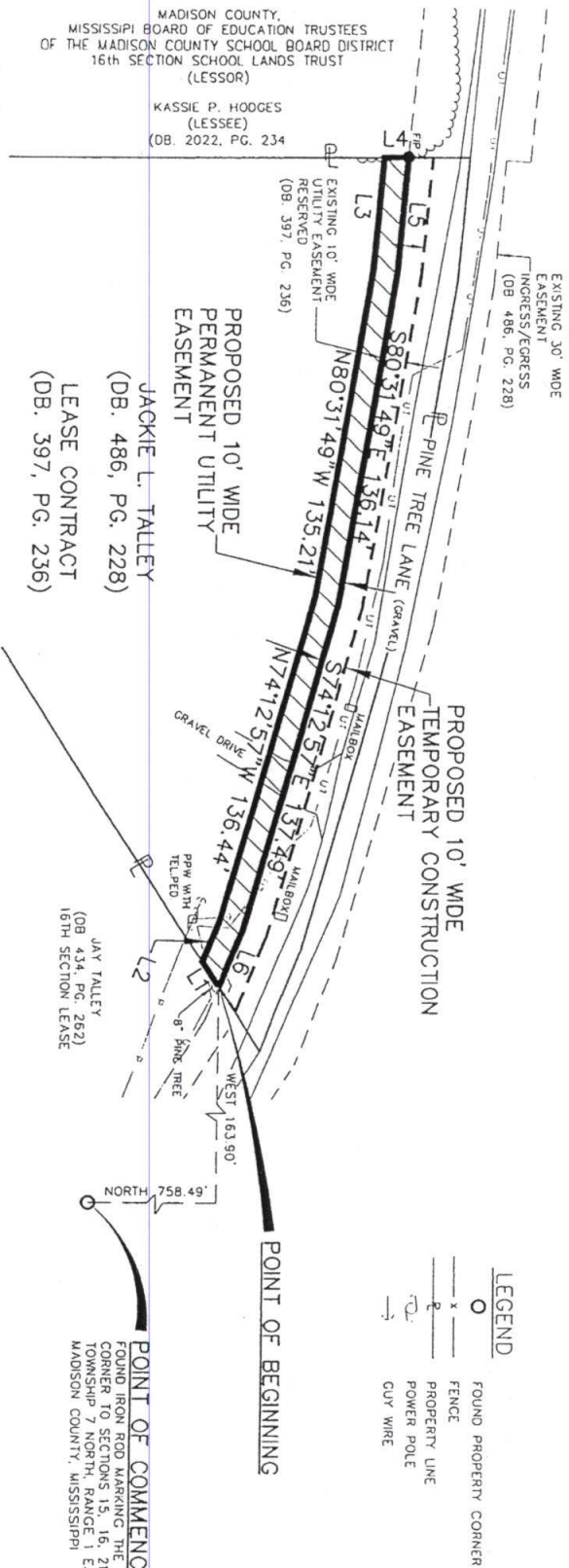
THENCE along said South line of the existing utility easement, run South 84° 48' 14" East, 46.75 feet to a point;

THENCE continue along the South line of said existing utility easement, run South 80° 31' 49" East, 136.14 feet to a point;

THENCE continue along the South line of said existing utility easement, run South 74° 12' 57" East, 137.49 feet to a point;

THENCE continue along said South line of the existing utility easement, run South 68° 34' 13" East, 25.81 feet to the **POINT OF BEGINNING**, containing 0.078 acres, (3,408 square feet), more or less.

EXHIBIT "A"
Page 2 of 2



MADISON COUNTY,
MISSISSIPPI BOARD OF EDUCATION TRUSTEES
OF THE MADISON COUNTY SCHOOL BOARD DISTRICT
16th SECTION SCHOOL LANDS TRUST
(LESSOR)

KASSIE P. HODGES
(LESSEE)
(DB. 2022, PG. 234)

JACKIE L. TALLEY
(DB. 486, PG. 228)
LEASE CONTRACT
(DB. 397, PG. 236)

JAY TALLEY
(DB. 434, PG. 282)
16th SECTION LEASE

- LEGEND**
- FOUND PROPERTY CORNER
 - FENCE
 - PROPERTY LINE
 - POWER POLE
 - GUY WIRE

POINT OF COMMENCEMENT
FOUND IRON ROD MARKING THE COMMON CORNER TO SECTIONS 15, 16, 21 AND 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, MADISON COUNTY, MISSISSIPPI

LINE	BEARING	LENGTH
L1	S56°52'26\"W	12.17'
L2	N68°34'13\"W	18.20'
L3	N84°48'14\"W	45.41'
L4	N00°18'33\"W	10.05'
L5	S04°48'14\"E	46.75'
L6	S68°34'13\"E	25.81'

NOTE:
This drawing is intended to represent the horizontal location of a utility easement for the purposes of constructing and maintaining underground utilities, including only above ground opportunities pertinent to the purpose of said utilities

This property is situated in Zone "X", areas determined to be outside 500-year floodplain, according to Flood Insurance Rate Map Community Panel Number 28089C03150, Dated April 15, 1994

Survey Class " B "

Horizontal control established on site by Wagoner Engineering, Inc using Global Positioning System, (GPS):

Bearing orientation based upon Mississippi State Plane Grid, NAD 83 MS West Zone:

NOTE: The Amendment to 16th Section Lease for Water Distribution System Easement does not include a grant of the ten-foot wide temporary construction easement shown on the plat.

PARCEL NO. 27

PROPOSED 10' WIDE PERMANENT UTILITY EASEMENT=0.078 ACRES (3,408 SQ. FT.)
PROPOSED 10' WIDE TEMPORARY CONSTRUCTION EASEMENT=0.080 (3,516 SQ. FT.)

JACKIE L. TALLEY
A PROPOSED 10' WIDE PERMANENT UTILITY EASEMENT AND
A PROPOSED 10' WIDE TEMPORARY CONSTRUCTION EASEMENT
FOR
THE CITY OF RIDGELAND

SITUATED IN THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 16, TOWNSHIP 7 NORTH, RANGE 1 EAST, MADISON COUNTY, MISSISSIPPI

WAGONER ENGINEERING, INC.
Consulting Engineers
143-A LeFleurs Square - Jackson, Mississippi 39211 - (601)355-9526

DRAWN BY: LOD
DATE: 12/31/08
REVIEWED BY: JMK
SCALE: 1"=60'

SHEET NUMBER
1 OF 1

EXHIBIT "B"

INDEXING: 0.188 acres (Parcel 28) consisting of a 10 ft wide easement for water distribution in the SE14 of the SE1/4 of Section 16, Township 7 North, Range 1 West, City of Ridgeland, Madison County, Mississippi (through Parcel #071E-16-005/01.01).

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:

City of Ridgeland, Mississippi
ATTN: Mayor Gene F. McGee
P.O. Box 217
Ridgeland, MS 39157
Telephone: 601-856-7113

**AMENDMENT TO 16TH SECTION LEASE FOR
WATER DISTRIBUTION SYSTEM EASEMENT**

WHEREAS, by instrument dated November 12, 2009, 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 Property Lease for Permanent Water Distribution System Easement to the **CITY OF**

RIDGELAND, MISSISSIPPI, a MUNICIPAL CORPORATION (hereinafter called "Lessee"), by document recorded in Book 2497 at Page 795 in the office of the Chancery Clerk of Madison County, Mississippi (hereinafter the "Lease Contract") regarding the following described property, to wit; and

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 and

WHEREAS, said Lease Contract has a lease term beginning on the 12th day November, 2009; and,

WHEREAS, per the Lease Contract recorded in Book 2497 at Page 795 in the office of the hereinbefore mentioned Chancery Clerk, annual rental payments in the amount of Ninety and 32/100 (\$90.32) are to be paid on or November 12th each year; 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 November 12, 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.

WHEREAS, annual rentals/lease fees, in accordance with Miss. Code Ann. §29-3-69 "shall be adjusted not less than once every ten (10) years from the date of the

lease to reflect the current fair market rental value," and

WHEREAS, as the lease is a "perpetual" easement for a water distribution line, paragraph 3 of the Lease Contract should be amended to state that prior to every ten years from the anniversary date of the commencement of the lease, the easement shall be reappraised to reflect the current fair market rental value; and

WHEREAS, the Lease Contract originally provided for lease of a ten foot wide temporary construction easement and a temporary variable width construction easement, which temporary construction easements are no longer necessary and are deleted from this Amendment to 16th Section Lease for Water Distribution System Easement.

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 November 12th of each year during the term hereof, beginning with November 12, 2019 payment, annual rentals in advance in the amount of One Hundred Eighty Eight and no/100 Dollars (\$188.00), 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 remaining terms and conditions of Paragraph 2 of the Lease Contract will remain in full force and effect.

THEREFORE, FURTHER , the paragraph 3 of the Lease Contract should be amended to read as follows:

3. Rent Adjustment Procedure. Prior to every tenth year anniversary of the commencement of this lease (first acknowledgement date), Lessor shall have a reappraisal made of the leased premises and a re-determination of a reasonable annual rental for the Leased Premises.

THEREFORE, FURTHER, the temporary construction easements are no longer necessary and are deleted from this Amendment to 16th Section Lease for Water Distribution Easement.

The remaining terms and conditions of Paragraph 3 as well as the Lease Contract in whole will remain in full force and effect.

WITNESS MY HAND this the 9th day of December, 2019.

LESSOR:

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

By: _____

Wayne Jimenez, President

ATTEST:

Charlotte A. Seals
**Charlotte A. Seals, Madison County
Superintendent Of Education**

LESSEE:

**CITY OF RIDGELAND, MISSISSIPPI,
A Municipal Corporation**

By: _____

Gene F. McGee, Mayor

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 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 9th day of December, 2019, within my jurisdiction, the within named **Wayne Jimenez** and **Charlotte A. Seals**, 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]



STATE OF MISSISSIPPI
COUNTY OF _____

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 **Gene F. McGee**, who acknowledged to me that he is the Mayor of the **City of Ridgeland, Mississippi, a Municipal Corporation**, and that for and on behalf of the said City of Ridgeland, Mississippi, 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]

Anendments\2019\#1460 Amendment to City of Ridgeland, MS

PARCEL 28

TEN (10) FOOT WIDE PERMANENT UTILITY EASEMENT,

FOR
THE CITY OF RIDGELAND, MISSISSIPPI

SHANNON MICHAEL COVINGTON AND WIFE
ROBIN DOOLITTLE COVINGTON

(Lease Assignment - DB. 2055, PG. 984)

Being a proposed ten (10) foot wide permanent utility easement, a proposed variable width temporary construction easement and a proposed ten (10) foot wide temporary construction easement situated in the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 16, Township 7 North, Range 1 East, Madison County, Mississippi and being out of and a part of a tract of land as leased to Shannon Michael and wife Robin Doolittle Covington as recorded in Deed Book 2055, Page 984, in the Chancery Clerk's Office of said Madison County, and being more particularly described as follows:

TEN (10) FOOT WIDE PERMANENT UTILITY EASEMENT

COMMENCING at a found iron rod marking the common corner to Sections 15, 16, 21 and 22, Township 7 North, Range 1 East, Madison County, Mississippi;

THENCE run South 89° 43' 01" West, 40.00 feet to a point at the intersection of the South line of the above referenced "Covington" tract and the existing West right of way line of Madison County MS, as recorded in Deed Book 1920, Page 714 in the Chancery Clerk's Office of said Madison County, the Southeast corner and the **POINT OF BEGINNING**, of the herein described ten (10) foot wide permanent utility easement;

THENCE along said South line of said "Covington" tract, run South 89° 43' 01" West, 10.00 feet to a point;

THENCE departing said South property line, run North 00° 20' 55" West, 30.29 feet to a point on the arc of a curve to the right;

THENCE run Northwesterly along the arc of said curve to the right for a distance of 21.87 feet to a point on another curve to the right. Said curve having an interior angle of 8° 18' 03", a radius of 150.95 feet and a chord bearing and distance of North 27° 40' 04" West, 21.85 feet;

THENCE run Northwesterly along the arc of said curve to the right for a distance of 100.71 feet to a point on another curve to the right. Said curve having an interior angle of 14° 56' 34", a radius of 386.14 feet and a chord bearing and distance of North 06° 50' 16" West, 100.42 feet;

THENCE run Northeasterly along the arc of said curve to the right for a distance of 165.56 feet to a point. Said curve having an interior angle of 7° 31' 43", a radius of 1,259.97 feet and a chord bearing and distance of North 07° 04' 35" East, 165.44 feet;

WAGGONER ENGINEERING, INC.
143A LeFleurs Square
Jackson, MS 39211
(601)355-9526

R:\W06018B\Legals\Parcel 28.doc

THENCE run North 00° 20' 55" West, 343.69 feet to a point;

THENCE run North 43° 51' 18" West, 83.06 feet to a point;

THENCE run North 57° 54' 36" West, 53.01 feet to a point;

THENCE run North 68° 50' 36" West, 18.92 feet to a point on the Northwesterly line of the above referenced "Covington" tract;

THENCE along the Northwesterly line of said "Covington" tract, run North 56° 52' 26" East, 12.17 feet to a point;

THENCE departing said Northwesterly property line, run South 68° 34' 13" East, 13.75 feet to a point;

THENCE run South 57° 54' 36" East, 54.20 feet to a point;

THENCE run South 43° 51' 18" East, 88.28 feet to a point on said West right of way line;

THENCE along said West right of way line, run South 00° 20' 55" East, 348.66 feet to a point on a curve to the left;

THENCE departing said West right of way line, run Southwesterly along the arc of said curve to the left for a distance of 164.74 feet to a point on another curve to the left. Said curve having an interior angle of 7° 33' 05", a radius of 1,249.97 feet and a chord bearing and distance of South 07° 06' 35" West, 164.62 feet;

THENCE run Southeasterly along the arc of said curve to the left for a distance of 97.29 feet to a point on another curve to the left. Said curve having an interior angle of 14° 49' 12", a radius of 376.14 feet and a chord bearing and distance of South 06° 46' 31" East, 97.02 feet;

THENCE run Southeasterly along the arc of said curve to the left for a distance of 22.38 feet to a point on said West right of way line. Said curve having an interior angle of 9° 05' 56", a radius of 140.95 feet and a chord bearing and distance of South 28° 23' 21" East, 22.36 feet;

THENCE along said West right of way line, run South 00° 20' 55" East, 33.19 feet to the **POINT OF BEGINNING**, containing 0.188 acres, (8,195 square feet), more or less.

SHANNON MICHAEL AND
ROBIN DOOLITTLE COVINGTON
(DB. 2055 PG. 984)
16TH SECTION LEASE

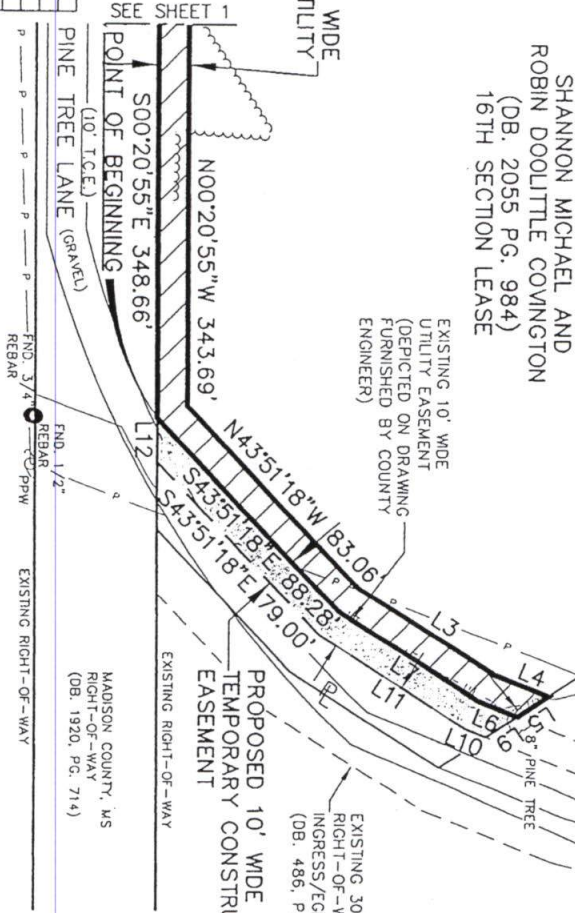
JACKIE L. TALLEY
(DB. 486, PG. 228)
16TH SECTION LEASE

PROPOSED 10' WIDE
PERMANENT UTILITY
EASEMENT

EXISTING 10' WIDE
UTILITY EASEMENT
(DEPICTED ON DRAWING
FURNISHED BY COUNTY
ENGINEER)

PROPOSED 10' WIDE
TEMPORARY CONSTRUCTION
EASEMENT

EXISTING 30' WIDE
RIGHT-OF-WAY
INGRESS/EGRESS
(DB. 486, PG. 228)



LINE	BEARING	LENGTH
L1	S89°43.01'W	10.00'
L2	N00°20'55"W	30.29'
L3	N57°54.36'W	53.01'
L4	N68°50.36'W	18.92'
L5	N56°52'26"E	12.17'
L6	S68°34.13'E	13.75'
L7	S97°54.36'E	54.20'
L8	S00°20'55"E	33.19'
L9	N56°52'26"E	12.27'
L10	S68°34.13'E	7.56'
L11	S57°54.36'E	56.37'
L12	S00°16'49"E	14.51'

Survey Class " B "

Horizontal control established on site by Woggoner Engineering, Inc. using Global Positioning System, (GPS):

Bearing orientation based upon Mississippi State Plane Grid, NAD 83 MS West Zone:

NOTE: This drawing is intended to represent the horizontal location of a utility easement for the purposes of constructing and maintaining underground utilities, including any above ground appurtenances pertinent to the purpose of said utilities

This property is situated in Zone "X", areas determined to be outside 500-year floodplain; according to Flood Insurance Rate Map Community Panel Number 28089C0315D. Dated April 15, 1994

PARCEL NO. 28

NOTE: The Amendment to 16th Section Lease for Water Distribution System Easement does not include a grant of the ten-foot wide temporary construction easement shown on the plat nor the variable width temporary construction easement shown on the plat.

PROPOSED 10' WIDE PERMANENT UTILITY EASEMENT=0.188 ACRES (8,195 SQ. FT.)
PROPOSED 10' WIDE TEMPORARY CONSTRUCTION EASEMENT=0.034 (1,496 SQ. FT.)
PROPOSED VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT=0.089 (3,892 SQ. FT.)

SHANNON MICHAEL AND ROBIN DOOLITTLE COVINGTON
A PROPOSED 10' WIDE PERMANENT UTILITY EASEMENT AND
A PROPOSED 10' WIDE TEMPORARY CONSTRUCTION EASEMENT AND
A PROPOSED VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT
FOR

THE CITY OF RIDGELAND

SITUATED IN THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4)
OF SECTION 16, TOWNSHIP 7 NORTH, RANGE 1 EAST,
MADISON COUNTY, MISSISSIPPI

WAGGONER ENGINEERING, INC.
Consulting Engineers

143-A Lefleurs Square - Jackson, Mississippi 39211 - (601)355-9526

DRAWN BY: LCD DATE: 12/31/08 SHEET NUMBER

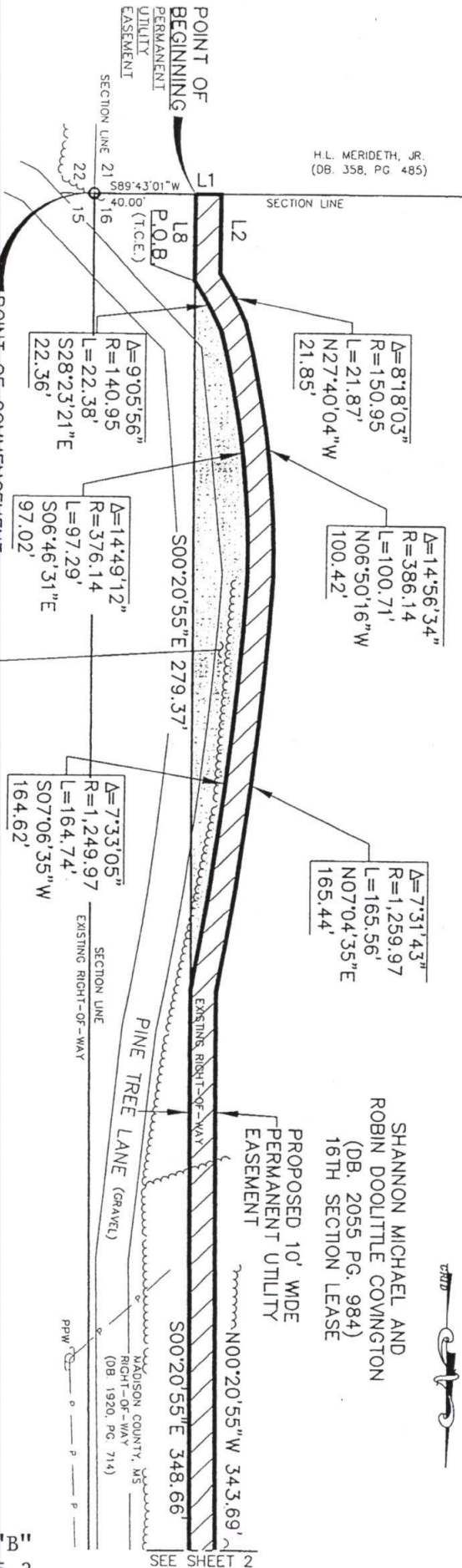
REVIEWED BY: JWM SCALE: 1"=50' 2 OF 2

H.L. MERIDETH, JR.
(DB. 358, PG. 485)

LINE	BEARING	LENGTH
L1	S89°43'01"W	10.00'
L2	N00°20'55"W	30.29'
L3	N57°54'36"W	53.01'
L4	N68°50'36"W	18.92'
L5	N56°52'26"E	12.17'
L6	S68°34'13"E	13.75'
L7	S57°54'36"E	54.20'
L8	S00°20'55"E	33.15'
L9	N56°52'26"E	12.27'
L10	S68°34'13"E	7.56'
L11	S57°54'36"E	56.37'
L12	S00°16'49"E	14.51'

POINT OF COMMENCEMENT
FOUND IRON ROD MARKING THE COMMON CORNER TO SECTIONS 15, 16, 21 AND 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, MADISON COUNTY, MISSISSIPPI

PROPOSED VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT



Survey Class " B "

Horizontal control established on site by Wagoner Engineering, Inc. using Global Positioning System, (GPS).

Bearing orientation based upon Mississippi State Plane Grid, NAD 83 MS West Zone.

NOTE: This drawing is intended to represent the horizontal location of a utility easement for the purposes of constructing and maintaining underground utilities, including any above ground appurtenances pertinent to the purpose of said utilities

NOTE: This property is situated in Zone "X", areas determined to be outside 500-year floodplain; according to Flood Insurance Rate Map Community Panel Number 28089C0315D. Dated April 15, 1994

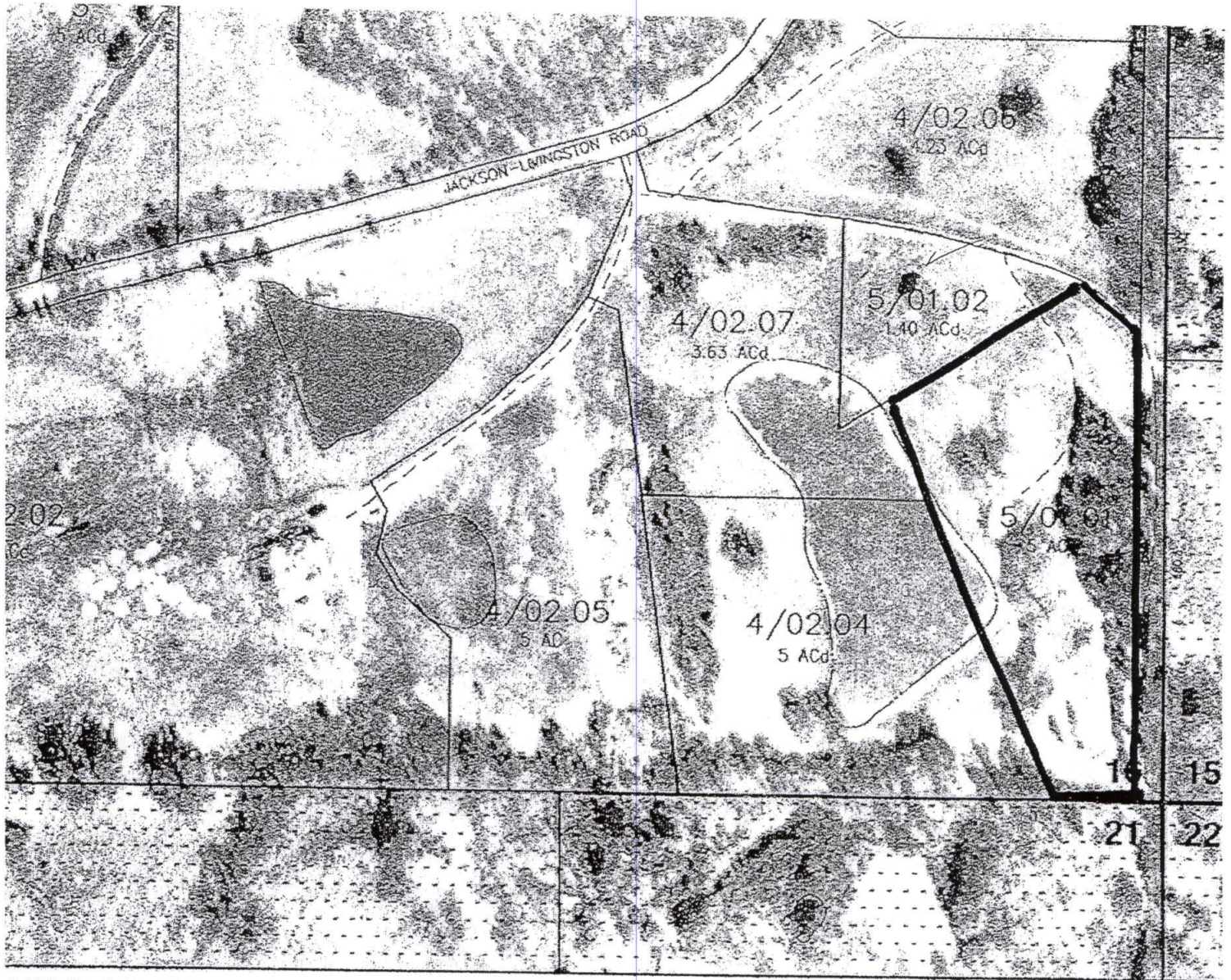
PARCEL NO. 28

SHANNON MICHAEL AND ROBIN DOOLITTLE COVINGTON A PROPOSED 10' WIDE PERMANENT UTILITY EASEMENT AND A PROPOSED 10' WIDE TEMPORARY CONSTRUCTION EASEMENT AND A PROPOSED VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT FOR THE CITY OF RIDGELAND	
SITUATED IN THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 16, TOWNSHIP 7 NORTH, RANGE 1 EAST, MADISON COUNTY, MISSISSIPPI	
WAGGONER ENGINEERING, INC. Consulting Engineers 143-A Lefteurs Square - Jackson, Mississippi 39211 - (601) 355-9526	
DRAWN BY: LGD	DATE: 12/31/08
REVIEWED BY: JMW	SCALE: 1"=50'
SHEET NUMBER 1 OF 2	

PROPOSED 10' WIDE PERMANENT UTILITY EASEMENT=0.188 ACRES (8,195 SQ. FT.)
 PROPOSED 10' WIDE TEMPORARY CONSTRUCTION EASEMENT=0.034 (1,496 SQ. FT.)
 PROPOSED VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT=0.089 (3,897 SQ. FT.)

EXHIBIT "B"
Page 2 of 3

NOTE: The Amendment to 16th Section Lease for Water Distribution System Easement does not include a grant of the ten-foot wide temporary construction easement shown on the plat nor the variable width temporary construction easement shown on the plat.



COUNTY LOCATOR

MADISON COUNTY MISSISSIPPI

INDEXING:

Lot 1, Livingston Subdivision, Part 1
Per Plat Cabinet D at Slide 69-72, City of Madison, Section 16, Township 8 North,
Range 1 East, Madison County, Mississippi
Parcel #081E-16-001/02.00

LESSOR:

Madison County Board of Education
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:

Demetrous Cockrell and
Nicole Cockrell

Telephone: _____

**NOTICE TO RENEW
RESIDENTIAL LEASE CONTRACT**

This Notice to Renew is made and entered into on the 9th day of December, 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 **Demetrous Cockrell** and wife, **Nicole Cockrell** ("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 21st day of April, 2009, and terminating on the 20th day of April, 2049, (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 2420 at Page 891**, being located in Section 16, Township 8 North, Range 1 East, Madison County, Mississippi, and being more particularly described as:

Lot 1 of Livingston 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 D at Slide 69-72, reference to which is hereby made in aid of and as a part of this description, which plat is corrected and ratified by document recorded in Book 1360 at Page 106 in the office of the Chancery Clerk of Madison County, Mississippi.

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 20th day of April, 2074** (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:

Demetrous Cockrell

Nicole Cockrell

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 9th day of December 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 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 _____, 2019, within my jurisdiction, the within named **Demetrous Cockrell** and wife, **Nicole Cockrell**, who acknowledged to me that they executed the above and foregoing instrument.

My Commission Expires:

[SEAL]

NOTARY PUBLIC

Extension/2019/#1257 Cockrell