

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

April 7, 2020

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 "Other Classification" Lease Contract to Jones Chapel Baptist Church regarding Lot 9, Jones East Addition in the Town of Flora, Madison County, Mississippi.
NOTE: This amendment incorporates the new annual lease fee based on reappraisal per Statutory requirement.

2. Notice to Renew Long Term Residential Lease Contract to Billy E. Hutton and wife, Debbie Hutton, regarding Lot 12, Venetian Court Subdivision.

3. Notice to Renew Long Term Residential Lease Contract to Samuel Eric Storm and wife, Kathryn Parks Storm, regarding Lot 14, Woodbury Park Subdivision.

It is requested that the Board of Supervisors approve the enclosed document at the upcoming Board of Supervisors' meeting to be held April 20, 2020 .

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: Lot 9, Jones East Addition, Town of Flora, Madison County, Mississippi (Parcel #051E-16B-071/00.00).

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

LESSEE:

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

PREPARED BY:

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

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

WHEREAS, by instrument dated March 17, 2000, 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 Property Lease to **JONES CHAPEL BAPTIST CHURCH**, formerly known as Flora Colored Baptist

Denomination (hereinafter called "Lessee"), by document recorded in Book 461 at Page 100 in the office of the Chancery Clerk of Madison County, Mississippi (hereinafter the "Lease Contract"), which describes the following property, to wit:

Lot 9, Jones East Addition, Town of Flora, County of Madison, Mississippi.

WHEREAS, said Lease Contract has a lease term beginning on the 1st day of April, 2000 and ending on the 31st day of March, 2040; and,

WHEREAS, said Lease Contract was amended in Book 2516 at Page 287 in the office of the hereinbefore mentioned Chancery Clerk, that requires annual rental payments in the amount of Five Hundred Seventy Six and no/100 Dollars (\$576.00), on or before April 1st each year beginning with the April 1, 2010 lease payment; and

WHEREAS, lease payments have been received by Lessor in said amount for each year through 2019; 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 April 1, 2020; 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 April 1st of each year during the term

hereof, beginning with April 1, 2020 payment, annual rentals in advance in the amount of Seven Hundred Sixty Three and no/100 Dollars (\$763.00), 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.

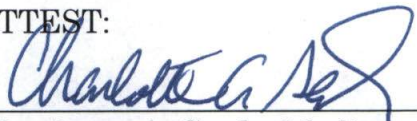
WITNESS MY HAND this the 6 day of April, 2020.

LESSOR:

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

By: 
Philip Huskey, President

ATTEST:


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

LESSEE:

JONES CHAPEL BAPTIST CHURCH,

By: Flue Kelly
Flue Kelly, Trustee

By: Robert Marshall
Robert Marshall, Trustee

By: Willie James Thaggard
Willie James Thaggard, Trustee

Reviewed and approved by the Madison County Board of Supervisors, this the ___ day of _____, 2020.

Gerald Steen, 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 2nd day of March, 2020, within my jurisdiction, the within named **Flue Kelly, Robert Marshall and Willie James Thaggard** who acknowledged to me that they are the Trustees of **Jones Chapel Baptist Church**, and that for and on behalf of the said Jones Chapel Baptist Church, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

Denah H. Russell
NOTARY PUBLIC

My Commission Expires? Sept. 10, 2020
[SEAL]



STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 6 day of April, 2020, within my jurisdiction, the within named **Philip Huskey** 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 MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ___ day of _____, 2020, within my jurisdiction, the within named **Gerald Steen** 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]

INDEXING:

Lot 12, Venetian Court Subdivision
Per Plat Cabinet E at Slide 200A, City of Madison, Section 16, Township 7 North,
Range 2 East, Madison County, Mississippi
Parcel #072E-16B-281/00.00

LESSOR:

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

LESSEE:

Billy E. Hutton and
Debbie Hutton
202 Venetian Cove
Madison, MS 39110
Telephone: _____

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 6 day of April, 2020, by and between the Madison County, Mississippi, Board of Education Trustees of the Madison County School District 16th Section School Lands Trust (“Lessor”) and **Billy E. Hutton** and wife, **Debbie Hutton** (“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 26th day of June, 2015, and terminating on the 25th day of June, 2055, (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 3229 at Page 460**, being located in Section 16,

Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described as:

Lot 12 of Venetian Court Subdivision, 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 E at Slide 200A, 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 25th day of June, 2080** (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.

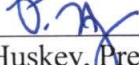
D. Except as amended by this Notice to Renew, the existing Lease shall stay in full force and effect and under the same terms conditions, annual rental, and stipulations set forth in the Lease until the Final Termination Date.

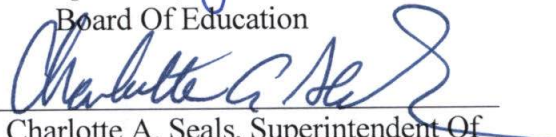
The Lease, as amended by this Notice to Renew, is ratified and confirmed as the valid and subsisting agreement of the parties but without waiver of remedies for any presently existing default.

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: 
Philip Huskey, President of the
Board Of Education

By: 
Charlotte A. Seals, Superintendent Of
Education

LESSEE:

Billy E. Hutton

Debbie Hutton

Reviewed and approved by the Madison County Board of Supervisors, this the ____ day of _____, 2020.

By: _____
Gerald Steen, 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 _____, 2020, within my jurisdiction, the within named **Gerald Steen**, 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 6 day of April, 2020, within my jurisdiction, the within named **Philip Huskey** 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

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 _____, 2020, within my jurisdiction, the within named **Billy E. Hutton** and wife, **Debbie Hutton**, who acknowledged to me that they executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

Extension/2020/#1474 Hutton

INDEXING:

Lot 14, Woodbury Park Subdivision
Per Plat Cabinet D at Slide 106, City of Madison, Section 16, Township 7 North,
Range 2 East, Madison County, Mississippi
Parcel #072E-16C-002/01.15

LESSOR:

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

LESSEE:

Samuel Eric Storm and
Kathryn Parks Storm
120 Woodbury Park Place
Madison, MS 39110
Telephone: _____

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 6 day of April, 2020, by and between the Madison County, Mississippi, Board of Education Trustees of the Madison County School District 16th Section School Lands Trust ("Lessor") and **Samuel Eric Storm** and wife, **Kathryn Parks Storm**, ("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 June, 2004, and terminating on the 14th day of June, 2044, (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 1796 at Page 351**, being located in Section 16, Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described as:

Lot 14 of Woodbury Park Subdivision, 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 106, 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 June, 2069** (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.

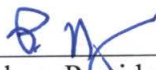
D. Except as amended by this Notice to Renew, the existing Lease shall stay in full force and effect and under the same terms conditions, annual rental, and stipulations set forth in the Lease until the Final Termination Date.

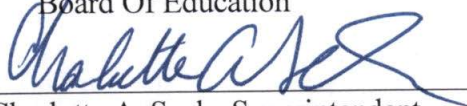
The Lease, as amended by this Notice to Renew, is ratified and confirmed as the valid and subsisting agreement of the parties but without waiver of remedies for any presently existing default.

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: 
Philip Huskey, President of the
Board Of Education

By: 
Charlotte A. Seals, Superintendent
Of Education

LESSEE:

Samuel Eric Storm

Kathryn Parks Storm

Reviewed and approved by the Madison County Board of Supervisors, this the ____
day of _____, 2020.

By: _____
Gerald Steen, President
of the Board of Supervisors

ATTEST:

Ronny Lott, Chancery 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 _____, 2020, within my jurisdiction,
the within named **Gerald Steen**, 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 6 day of April, 2020, within my jurisdiction, the within named **Philip Huskey** 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.

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 _____, 2020, within my jurisdiction, the within named **Samuel Eric Storm** and wife, **Kathryn Parks Storm**, who acknowledged to me that they executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

Extension/2020/#1362 Storm