

MADISON COUNTY SCHOOLS

Letitia H. Reeves
16th Section Land Manager

Ronnie L. McGehee
Superintendent of Education

117 Fourth Street • P.O. Box 159
Flora, Mississippi 39071
Toll Free: (800) 901-8379, Ext. 3005
Direct Line: (601) 879-3005
Receptionist: (601) 879-3000
Facsimile: (601) 879-8093
E-mail: lreeves@madison-schools.com

June 18, 2013

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


RE: Documents for Board Approval

Dear Cynthia:

Enclosed please find the following documents:

1. Notice to Renew Residential Lease to Tony A. Patterson and wife, Dianna J. Patterson, regarding Lot 120, Sherbourne Subdivision, Part 4.
2. Notice to Renew Residential Lease to Thomas E. Birkbeck and wife, Janine C. Birkbeck, regarding Lot 91, Sherbourne Subdivision, Part 3.
- ~~3. Long Term Residential Lease Contract to Kenneth C. Magoun and wife, Kimberly A. Magoun, regarding Lot 54, Livingston Subdivision, Part 1.~~

It is requested that the Board of Supervisors approve the enclosed documents at the upcoming Board of Supervisors' meeting to be held July 1, 2013. Should you have any questions or need anything further in this regard, please let me know. Thank you.

Sincerely,

Letitia Reeves
16th Section Land Manager

/lr

Enclosures

cc: Dr. Ronnie L. McGehee, Superintendent
Mr. Arthur Johnston, Chancery Clerk

INDEXING:

Lot 120, Sherbourne Subdivision, Pt 4
Per Plat Cabinet D at Slide 119, City of Madison, Section 16, Township 7 North,
Range 2 East, Madison County, Mississippi
Parcel #072E-16B-189/00.00

LESSOR:

Madison County Board of Education
117 Fourth Street
Flora, MS 39071
Telephone: (601) 879-3000

LESSEE:

Tony A. Patterson
Dianna J. Patterson
616 Highleadon Place
Madison, MS 39110
Telephone: () _____

PREPARED BY:

Madison County School District
117 Fourth Street
Flora, MS 39071
Telephone: (601)879-3000

**NOTICE TO RENEW
RESIDENTIAL LEASE CONTRACT**

This Notice to Renew is made and entered into on the 17 day of June, 2013, by and between the Madison County, Mississippi, Board of Education Trustees of the Madison County School District 16th Section School Lands Trust ("Lessor") and **Tony A. Patterson** and wife, **Dianna J. Patterson**, ("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 22nd day of September, 2003, and terminating on the 21st day of September, 2043, (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 543 at Page 191**, being located in Section 16, Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described as:

Lot 120 of Sherbourne Subdivision, Part 4, 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 119, 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 21st day of September, 2068** (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: Shirley Simmons
Shirley Simmons, President of the
Board Of Education

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

LESSEE:

Tony A. Patterson

Dianna J. Patterson

Reviewed and approved by the Madison County Board of Supervisors, this the ____ day of _____, 2013.

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

ATTEST:

Arthur Johnston, 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 _____, 2013, 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 17 day of June, 2013, within my jurisdiction, the within named **Shirley Simmons** and **Ronnie L. McGehee** who acknowledged to me that they are President of the Madison County Board of Education and Superintendent of Education, respectively, of the **Madison County School District**, and that for and on behalf of the said Madison County School District, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.



NOTARY PUBLIC

My Commission Expires:



STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of _____, 2013, within my jurisdiction, the within named **Tony A. Patterson**, and wife, **Dianna J. Patterson**, who acknowledged to me that they executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

Extension/2013/#645 Patterson

INDEXING:

Lot 91, Sherbourne Subdivision, Pt 3
Per Plat Cabinet D at Slide 35, City of Madison, Section 16, Township 7 North,
Range 2 East, Madison County, Mississippi
Parcel #072E-16A-005/00.00

LESSOR:

Madison County Board of Education
117 Fourth Street
Flora, MS 39071
Telephone: (601) 879-3000

LESSEE:

Thomas E. Birkbeck
Janine C. Birkbeck
313 Highleadon Court
Madison, MS 39110
Telephone: (____)_____

PREPARED BY:

Madison County School District
117 Fourth Street
Flora, MS 39071
Telephone: (601)879-3000

**NOTICE TO RENEW
RESIDENTIAL LEASE CONTRACT**

This Notice to Renew is made and entered into on the 17 day of June, 2013, by and between the Madison County, Mississippi, Board of Education Trustees of the Madison County School District 16th Section School Lands Trust ("Lessor") and **Thomas E. Birkbeck** and wife, **Janine C. Birkbeck**, ("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 18th day of July, 2000, and terminating on the 17th day of July, 2040, (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 468 at Page 173**, being located in Section 16, Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described as:

Lot 91 of Sherbourne Subdivision, Part 3, 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 35, 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 17th day of July, 2065** (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: Shirley Simmons
Shirley Simmons, President of the
Board Of Education

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

LESSEE:

Thomas E. Birkbeck

Janine C. Birkbeck

Reviewed and approved by the Madison County Board of Supervisors, this the ____ day of _____, 2013.

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

ATTEST:

Arthur Johnston, 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 _____, 2013, 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 17 day of June, 2013, within my jurisdiction, the within named **Shirley Simmons** and **Ronnie L. McGehee** who acknowledged to me that they are President of the Madison County Board of Education and Superintendent of Education, respectively, of the **Madison County School District**, and that for and on behalf of the said Madison County School District, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.


NOTARY PUBLIC

My Commission Expires: _____



STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of _____, 2013, within my jurisdiction, the within named **Thomas E. Birkbeck**, and wife, **Janine C. Birkbeck**, who acknowledged to me that they executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission Expires: _____

[SEAL]

Extension/2013/#1182 Birkbeck