

476 Highland Colony Parkway Ridgeland, MS 39157 Telephone: 601-499-0800 Letitia H. Reeves, 16th Section Land Manager Telephone: 601-499-0717 Ireeves@madison-schools.com

November 24, 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) Notice to Renew Residential Lease Contract to Willie Day regarding Lot 16, Livingston Subdivision, Part 1.

2) Notice to Renew Residential Lease Contract to Rose Ella McGee regarding Lot 42, Sherbourne, Pt 1.

It is requested that the Board of Supervisors approve the enclosed documents at the upcoming Board of Supervisors' meeting to be held December 7, 2020.

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

Sincerely, Reeves Letitia H. Reeves

16<sup>th</sup> Section Land Manager

/lr Enclosures cc: Charlotte A. Seals, Superintendent

#### **INDEXING:**

Lot 42, Sherbourne Subdivision, Pt 1 Per Plat Cabinet C at Slide 145, City of Madison, Section 16, Township 7 North, Range 2 East, Madison County, Mississippi Parcel #072E-16B-052/00.00

#### LESSOR:

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

Rose Ella McGee 205 Hawkridge 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 \_\_\_\_\_ day of \_\_\_\_\_\_, 2020, by and between the Madison County, Mississippi, Board of Education Trustees of the Madison County School District 16<sup>th</sup> Section School Lands Trust ("Lessor") and **Rose Ella McGee** ("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 May, 1997, and terminating on the 14th day of May, 2037, (the "Primary Term"), covering a parcel of 16<sup>th</sup> Section Land as described therein which is recorded in the office of the Chancery Clerk of Madison County, Mississippi in **Deed Book 397 at Page 214**, being located in Section 16, Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described as:

MISSISSIPPI NOTICE TO RENEW RESIDENTIAL LEASE CONTRACT-Single Family-Fannie Mae UNIFORM INSTRUMENT

Form 3759.25 (8/09) (page 1 of 4 pages)

Lot 42 of Sherbourne 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 C at Slide 145, 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 May, 2062** (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

MISSISSIPPI NOTICE TO RENEW RESIDENTIAL LEASE CONTRACT-Single Family-Fannie Mae UNIFORM INSTRUMENT

### LESSEE:

## **Rose Ella McGee**

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 <u>day of</u>, 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]

MISSISSIPPI NOTICE TO RENEW RESIDENTIAL LEASE CONTRACT-Single Family-Fannie Mae UNIFORM INSTRUMENT

Form 3759.25 (8/09) (page 3 of 4 pages)

## STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this <u>day of</u>, 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.

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 **Rose Ella McGee**, who acknowledged to me that she executed the above and foregoing instrument.

My Commission Expires:

NOTARY PUBLIC

[SEAL]

Extension/2020/#773 McGee

MISSISSIPPI NOTICE TO RENEW RESIDENTIAL LEASE CONTRACT-Single Family-Fannie Mae UNIFORM INSTRUMENT

### **INDEXING:**

Lot 16, 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-16-001/02.15

#### LESSOR:

LESSEE:

Madison County Board of Education 476 Highland Colony Parkway Ridgeland, MS 39157 Telephone: 601-499-0800 Willie Day 111 Livingston Drive 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 \_\_\_\_\_ day of \_\_\_\_\_\_, 2020, by and between the Madison County, Mississippi, Board of Education Trustees of the Madison County School District 16<sup>th</sup> Section School Lands Trust ("Lessor") and **Willie Day** ("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 8th day of August, 2006, and terminating on the 7th day of August, 2046, (the "Primary Term"), covering a parcel of 16<sup>th</sup> Section Land as described therein which is recorded in the office of the Chancery Clerk of Madison County, Mississippi in **Deed Book 2083 at Page 782**, being located in Section 16, Township 8 North, Range 1 East, Madison County, Mississippi, and being more particularly described as:

MISSISSIPPI NOTICE TO RENEW RESIDENTIAL LEASE CONTRACT-Single Family-Fannie Mae UNIFORM INSTRUMENT

Form 3759.25 (8/09) (page 1 of 4 pages)

Lot 8 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 7th day of August, 2071** (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

MISSISSIPPI NOTICE TO RENEW RESIDENTIAL LEASE CONTRACT-Single Family-Fannie Mae UNIFORM INSTRUMENT

### LESSEE:

#### Willie Day

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.

My Commission Expires:

NOTARY PUBLIC

[SEAL]

MISSISSIPPI NOTICE TO RENEW RESIDENTIAL LEASE CONTRACT-Single Family-Fannie Mae UNIFORM INSTRUMENT

Form 3759.25 (8/09) (page 3 of 4 pages)

## STATE OF MISSISSIPPI COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this <u>day of</u>, 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.

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 **Willie Day**, who acknowledged to me that he/she executed the above and foregoing instrument.

My Commission Expires:

NOTARY PUBLIC

[SEAL]

Extension/2020/#1272 Day



476 Highland Colony Parkway Ridgeland, MS 39157 Telephone: 601-499-0800 Letitia H. Reeves, 16th Section Land Manager Telephone: 601-499-0717 Ireeves@madison-schools.com

November 20, 2020

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

RE: Document for Board Approval

Dear Cynthia:

Enclosed please find the Notice to Renew Residential Lease Contract to Morrison Harris Norcross and wife, Erin White Norcross, regarding Lot 70, Sherbourne Subdivision, Part 2.

It is requested that the Board of Supervisors approve the enclosed document at the upcoming Board of Supervisors' meeting to be held December 7, 2020.

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

Sincerely,

16th Section Land Manager

/lr Enclosure cc: Charlotte A. Seals, Superintendent

#### **INDEXING:**

Lot 70, Sherbourne Subdivision, Part 2 Per Plat Cabinet D at Slide 16 and 17, City of Madison, Section 16, Township 7 North, Range 2 East, Madison County, Mississippi Parcel #072E-16B-149/00.00

#### LESSOR:

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

Morrison Harris Norcross and Erin White Norcross 205Highleadon Drive 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 \_\_\_\_\_ day of \_\_\_\_\_\_, 2020, by and between the Madison County, Mississippi, Board of Education Trustees of the Madison County School District 16<sup>th</sup> Section School Lands Trust ("Lessor") and **Morrison Harris Norcross** and wife, **Erin White Norcross** ("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 10th day of December, 2001, and terminating on the 9th day of December, 2041, (the "Primary Term"), covering a parcel of 16<sup>th</sup> Section Land as described therein which is recorded in the office of the Chancery Clerk of Madison County, Mississippi in **Deed Book 500 at Page 762**, being located in Section 16, Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described as:

MISSISSIPPI NOTICE TO RENEW RESIDENTIAL LEASE CONTRACT-Single Family-Fannie Mae UNIFORM INSTRUMENT

Form 3759.25 (8/09) (page 1 of 4 pages)

Lot 70 of Sherbourne Subdivision, Part 2, 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 No. 16 and 17, 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 9th day of December, 2066 (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

MISSISSIPPI NOTICE TO RENEW RESIDENTIAL LEASE CONTRACT-Single Family-Fannie Mae UNIFORM INSTRUMENT

Form 3759.25 (8/09) (page 2 of 4 pages)

LESSEE:

**Morrison Harris Norcross** 

# **Erin White Norcross**

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 <u>day of</u>, 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.

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 **Morrison Harris Norcross** and wife, **Erin White Norcross**, who acknowledged to me that they executed the above and foregoing instrument.

My Commission Expires:

NOTARY PUBLIC

[SEAL]

Extension/2020/#116t1 Norcross for Lot 70, Sherbourne, Pt 2

Form 3759.25 (8/09) (page 4 of 4 pages)