

LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into on the date described below, between MADISON COUNTY, MISSISSIPPI, whose address is Post Office Box 608, Canton, Mississippi 39046, hereinafter "Tenant," and FAIRVIEW MISSIONARY BAPTIST CHURCH, whose address is 1279 N. Old Canton Road, Canton, Mississippi 39046, hereinafter "Landlord."

**WITNESSETH**

1. PREMISES:

Landlord leases to Tenant those premises situated in Madison County, Mississippi, being otherwise described as follows, to wit:

SEE EXHIBIT "A" FOR A DESCRIPTION OF THE PROPERTY HEREIN LEASED.

2. TERM:

The term shall be a period to Twenty (20) years, commencing on the 1<sup>st</sup> day of July, 2014, and expiring at midnight on the 1<sup>st</sup> day of July, 2034.

3. RENT:

At the commencement of the term of the Lease, Tenant agrees to make renovations/improvements to the property described above for the purposes of using said property as a public park. The parties hereto recognize that Tenant's repairs and renovations and upkeep will be substantial benefit to the Landlord over the term of said Lease and shall constitute payment in full for the full term hereof. Should this Lease be terminated, Landlord shall reimburse Tenant for the balance of the term remaining on a pro-rata share of the cost of improvements to the property.

4. LANDLORD APPROVAL:

The Tenant, through the action of the Madison County Board of Supervisors, has adopted a Resolution authorizing the President and Clerk, respectfully, to execute this document.

5. UTILITIES:

Landlord shall pay deposits and all charges for heat, light, water and all other utility services used in or supplied to any part of the premises, and will be responsible and pay all utility bills in connection with the operation of said property. Landlord will provide, at its expense, any utility lines or facilities which may be required for Tenant's operations on said property.

EX. Y

6. AD VALOREM TAXES:

All ad valorem taxes on the real property in regard to the leased premises are exempt. Landlord will be responsible for any and all personal property taxes, if any, regarding furniture, fixtures and/or equipment and will also be responsible for any taxation based on valuation of any leasehold interest in said property.

7. USE OF PREMISES:

Tenant shall use the premises as a public park. Tenant also agrees that it will use the premises for the sole purposes stated above and may not use the premises for any other purpose without the prior express written approval of the Landlord, such approval not to be unreasonably withheld.

8. REPAIRS:

Landlord desires that the physical appearance of the property be maintained in a neat and clean condition. Tenant shall maintain and keep the appearance of any buildings and grounds in such condition throughout the term hereof, to include land, exteriors of buildings, the grounds, etc., and all other exterior improvements, in said neat and clean condition.

9. IMPROVEMENTS AND ALTERATIONS BY TENANT:

Tenant may make, at its own expenses, such improvements or alterations as it may deem necessary or described, provided Tenant will hold Landlord harmless from any liens arising therefrom and pay any taxes attributable thereto, subject to the right of Landlord to review and approve any plans and specifications prior to commencement of construction in regard to any improvement or alteration. Landlord agrees to specify any objections on a timely basis and agrees not to unreasonably withhold its permission for said improvements or alterations by Tenant.

10. INSURANCE:

Tenant shall maintain liability insurance, which is acceptable to Landlord during the term of this Lease. Tenant shall also maintain hazard insurance, insuring against the loss of fire, windstorm, etc. on all contents. All premiums shall be paid by Tenant when due. Tenant shall provide Landlord with certificates of insurance evidencing said coverage.

11. INDEMNITY:

Tenant agrees to hold harmless, indemnify and defend Landlord and Landlord agrees to hold harmless, indemnify and defend Tenant and their respective agents, representatives, successors and assigns, from any and all liability, claims, demands, suits, costs, expenses (including attorney's fees), actions and causes of action of every kind and



nature whatsoever which may arise by reason of any injury or death to any person or persons, including without limitation, Landlord and Tenant and Landlord's and Tenant's licensees, invitees, agents or employees which may in any way arise or result from, or be connected with, activities conducted on the subject property under the actual authority of this Lease, which arise or accrue after the effective date of this lease.

12. DESTRUCTION OF PREMISES:

If, after Landlord delivers possession, the premises shall be destroyed totally or in part by fire, windstorm or other hazard, or suffer damage, Landlord and Tenant shall have the option to terminate this Lease.

13. RISK OF LOSS FROM FIRE AND OTHER PERILS:

Notwithstanding any provision of this Lease to the contrary, Landlord shall not be liable for loss or damage to the Tenant's property caused by fire or any other risks.

14. ASSIGNMENT AND SUBLETTING:

Tenant may not assign this Lease or sublet all or part of the premises without prior written notice to Landlord. However, Tenant shall remain liable under its obligations herein to the end of the term of this Lease and any extension thereof.

15. REMOVAL OF TENANT'S PROPERTY:

Furnishings and equipment installed in the premises at the expenses of Tenant shall at all times be and remain the property of Tenant, subject however, to a lien for rents and other obligations under this Lease. At the conclusion of the initial term of this Lease or at the expiration of any extension of said term, Tenant shall have the right to remove furnishings and equipment, so long as the real property is returned to the Landlord in a condition similar to as it currently exists with reasonable wear and tear excepted. In other words, Tenant shall restore the property to the manner in which it exists as of the commencement of this Lease. Tenant's right to remove said furnishings and equipment shall be limited to a period of one (1) month, following the expiration of the lease term, or its extension, and shall thereafter terminate and all furnishings and equipment remaining thereafter, shall become property of the Landlord and its assigns.

16. INSPECTION AND SHOWING OF PREMISES:

Tenant shall permit Landlord to enter the premises at reasonable times for the purposes of inspecting and repairing the premises and ascertaining compliance with the provisions hereof by Tenant. In the event Tenant fails or refuses to make repairs or perform maintenance requested by the Landlord within thirty (30) days after being requested by Landlord in writing, Landlord shall have the right to enter the premises at any and all times to make said repairs or to perform said maintenance or to terminate this Lease.

17. SIGNS:

Tenant shall have the right to maintain signs on the premises subject to the approval of Landlord and the local governing body. Any sign located on the premises shall be so placed in compliance with the provisions of Madison County, Mississippi.

18. DEFAULT:

Landlord or Tenant may terminate this Lease with a least a thirty (30) days' notice if any of the following events of default is not cured before the effective date of such notice: Landlord or Tenant file or has filed against them a petition under the bankruptcy laws, making of an assignment for the benefit of creditors, being adjudicated insolvent, having a Receiver appointed for Landlord or Tenant or a judicial attachment of all or substantially all of its assets, or any breach of the terms and conditions of this Lease (including, but not limited to paragraph No. 7 hereof). Landlord shall also be in default of this Lease Agreement should its status as a non-profit corporation change to that of a full profit corporation. Landlord shall be reimbursed for all reasonable costs (including attorney's fees) incurred in seeking to collect sums due under and to enforce provisions of this lease.

19. ENVIRONMENTAL:

Tenant shall have total responsibility and liability for any and all environmental conditions created by Tenant in violation of any local, state or federal law, statute, rule, regulations, etc., which conditions are created during the terms of the Lease Agreement, and any extension period or any holdover period. Tenant shall have total responsibility for any cleanup, which may be required in regard thereto, and Tenant shall indemnify and hold harmless the Landlord from any and all cost incurred as a result of such environmental conditions created by Tenant, which arise during the term of this Lease or extension thereof, and thereafter as long as said condition exists.

20. WAIVER:

The failure to exercise any right or insist upon strict adherence to any covenant, condition, provision or warranty in any one or more instances shall not be construed as waiver of the right to require strict performance in the future, or as a relinquishment of such covenant, condition, provision or warranty.

21. AMENDMENT OR MODIFICATION:

All terms, understandings and agreements binding upon Landlord or Tenant are herein set forth; and this Lease Agreement shall not be amended or modified, except in writing, signed by both of the parties hereto.



22. NOTICES:

BOOK 2014 PAGE 1427

Except where otherwise provided, notices shall be in writing and shall be effective when mailed, postage prepaid, certified mail to the parties at their respective addresses shown above. Either party may change its address by written notice to the other party.

23. POSSESSION:

Landlord shall deliver actual possession and use of the entire premises on the dates of this Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed, on this the 2 day of June, 2014.

TENANT:

LANDLORD:

MADISON COUNTY, MISSISSIPPI

FAIRVIEW MISSIONARY BAPTIST CHURCH

BY: 

BY: \_\_\_\_\_

Karl M. Banks, President of the  
Madison County Board of Supervisors

Brother Samuel Davis

ATTEST:

BY: \_\_\_\_\_

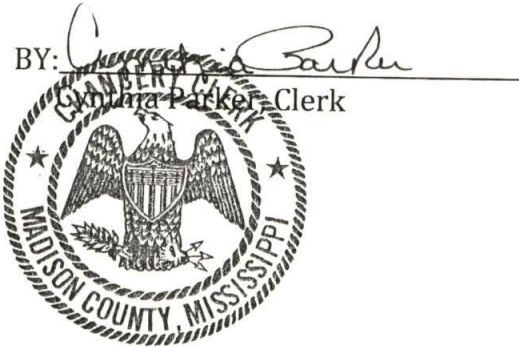
Sister Kattie Archie

BY: 

BY: \_\_\_\_\_

Cynthia Parker, Clerk

Brother Johnnie Southard



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 June, 2014, within my jurisdiction, the within named **KARL M. BANKS** and **CYNTHIA PARKER**, who are the President and Clerk, respectfully, of the Madison County Board of Supervisors of Madison County, Mississippi, and as such, they did sign and deliver the above and foregoing instrument on the date and for the purposes as therein stated in the name of, for and on behalf of Madison County, Mississippi, they being first duly authorized so to do.

Stacey D. Toten  
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 the \_\_\_\_\_ day of \_\_\_\_\_, 2014, within my jurisdiction, the within named **BROTHER SAMUEL DAVIS**, who is authorized to sign legal documents on behalf of Fairview Missionary Baptist Church, and as such, did sign and deliver the above and foregoing instrument on the date and for the purposes as therein stated in the name of, for and on behalf of Fairview Missionary Baptist Church, he being first duly authorized so to do.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

\_\_\_\_\_

(SEAL)

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TENANT:

MADISON COUNTY, MISSISSIPPI

BY: [Signature]  
Karl M. Banks, President of the  
Madison County Board of Supervisors

LANDLORD:

FAIRVIEW MISSIONARY BAPTIST  
CHURCH

BY: [Signature]  
Brother Samuel Davis

ATTEST:

BY: [Signature]  
Sister Kattie Archie

BY: [Signature]  
Clerk



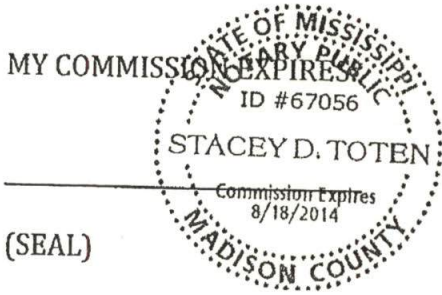
BY: [Signature]  
Brother Johnnie Southard



STATE OF MISSISSIPPI  
COUNTY OF MADISON

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Stacey D. Toten  
NOTARY PUBLIC

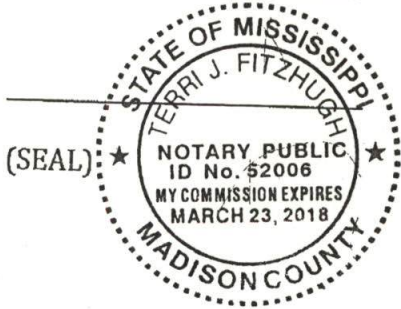


STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this the 17 day of June, 2014, within my jurisdiction, the within named **BROTHER SAMUEL DAVIS**, who is authorized to sign legal documents on behalf of Fairview Missionary Baptist Church, and as such, did sign and deliver the above and foregoing instrument on the date and for the purposes as therein stated in the name of, for and on behalf of Fairview Missionary Baptist Church, he being first duly authorized so to do.

Terri J. Fitzhugh  
NOTARY PUBLIC


MY COMMISSION EXPIRES: \_\_\_\_\_





STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this the 7 day of June, 2014, within my jurisdiction, the within named **SISTER KATTIE ARCHIE**, who is authorized to sign legal documents on behalf of Fairview Missionary Baptist Church, and as such, did sign and deliver the above and foregoing instrument on the date and for the purposes as therein stated in the name of, for and on behalf of Fairview Missionary Baptist Church, she being first duly authorized so to do.

  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

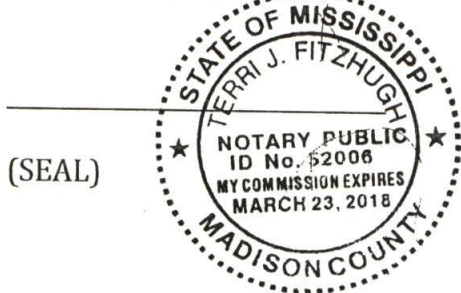


STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this the 7 day of June, 2014, within my jurisdiction, the within named **BROTHER JOHNNIE SOUTHARD**, who is authorized to sign legal documents on behalf of Fairview Missionary Baptist Church, and as such, did sign and deliver the above and foregoing instrument on the date and for the purposes as therein stated in the name of, for and on behalf of Fairview Missionary Baptist Church, he being first duly authorized so to do.

  
NOTARY PUBLIC

MY COMMISSION EXPIRES:





C.A. Roberts

CORRECTION WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, **ROBERT MATLOCK, Attorney in Fact for WARREN B. KELLY**, pursuant to Power of Attorney dated February 22, 2005 and recorded in Book 1889 at Page 176 in the records in the office of the Chancery Clerk of Madison County, Mississippi, Grantor, do hereby sell, convey and forever warrant unto **THE TRUSTEES OF FAIRVIEW MISSIONARY BAPTIST CHURCH**, Grantee, the following described real property lying and being situated in Madison County, Mississippi, to wit:

Six (6) acres, more or less, lying and being situated in the N1/2 of the SE1/4 of Section 25, Township 8 North, Range 2 East, Madison County, Mississippi, being more particularly described as follows:

Commence at the Southwest corner of the N1/2 of the SE1/4 of said Section 25, Township 8 North, Range 2 East, Madison County, Mississippi; thence run S89°05'E, 2270.4 feet to a point; thence run N0°53'W, 542.52 feet to an iron pin; thence run N17°03'E along the West right of way of Old Canton Road for 450.89 feet to a point on the South right of way of a paved road; thence run N86°21'44"W, along the South right of way of the paved road 425.52 feet to a point; thence run S13°49'32"E, 212.88 feet to a point; thence run N87°49'32"W, along the South right of way of the paved road 212.88 feet to a point on the South right of way of the paved road; thence run N13°49'32"W, 212.88 feet to a point; thence run N87°49'32"W, along the South right of way of the paved road 610.13 feet to a point, being the Northeast corner of Parcel "D" shown on plat attached hereto, said point being the Point of Beginning; thence run N87°49'32"W, along the South right of way of the paved road 69 feet to a point; thence run N89°40'W, 493.39 feet to a found axle; thence run S01°19'18"E, 488.29 feet to a found axle; thence run S89°05'E, 551.60 feet to a point; thence run North 471.48 feet to the Point of Beginning, being the Southeast corner of said Parcel "D".

ALSO, being the same property described as Parcel "D" and the 4 acre parcel as shown on the plat attached hereto as Exhibit "A".

WARRANTY OF THIS CONVEYANCE is subject to the following exceptions, to wit:

1. Madison County, Mississippi, ad valorem taxes for the year 2005, which are liens, but are not yet due or payable which shall be pro-rated as of the date hereof.
2. Madison County, Mississippi, Zoning Ordinances and Subdivision Regulations, as amended.
3. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.
4. Rights-of-way and easements for roads, power lines and other utilities and restrictive covenants of record.

The subject property is no part of the homestead of Grantor.

The purpose of this Correction Warranty Deed is to correct the legal description in Warranty Deed recorded in Book 1944 at page 388 in the records in the office of the Chancery Clerk of Madison County, Mississippi.



WITNESS MY SIGNATURE on this the 7<sup>th</sup> day of October, 2005.

Robert Matlock  
Robert Matlock, Attorney in Fact for  
Warren B. Kelly

STATE OF MISSISSIPPI

COUNTY OF MADISON

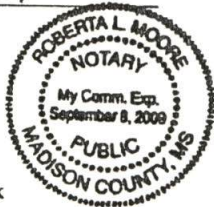
**PERSONALLY APPEARED BEFORE ME**, the undersigned authority in and for the said county and state, on this 7<sup>th</sup> day of October, 2005, within my jurisdiction, the within named Robert Matlock who acknowledged that he is Attorney in Fact for Warren B. Kelly, and that in said representative capacity he did sign and deliver the above and foregoing instrument on the date and for the purposes therein stated after first being duly authorized so to do.

Robert L. Moore  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

9-8-2009

(SEAL)



GRANTOR:  
Robert Matlock  
6584 Franklin Delano Roosevelt Drive  
Jackson, MS 39213

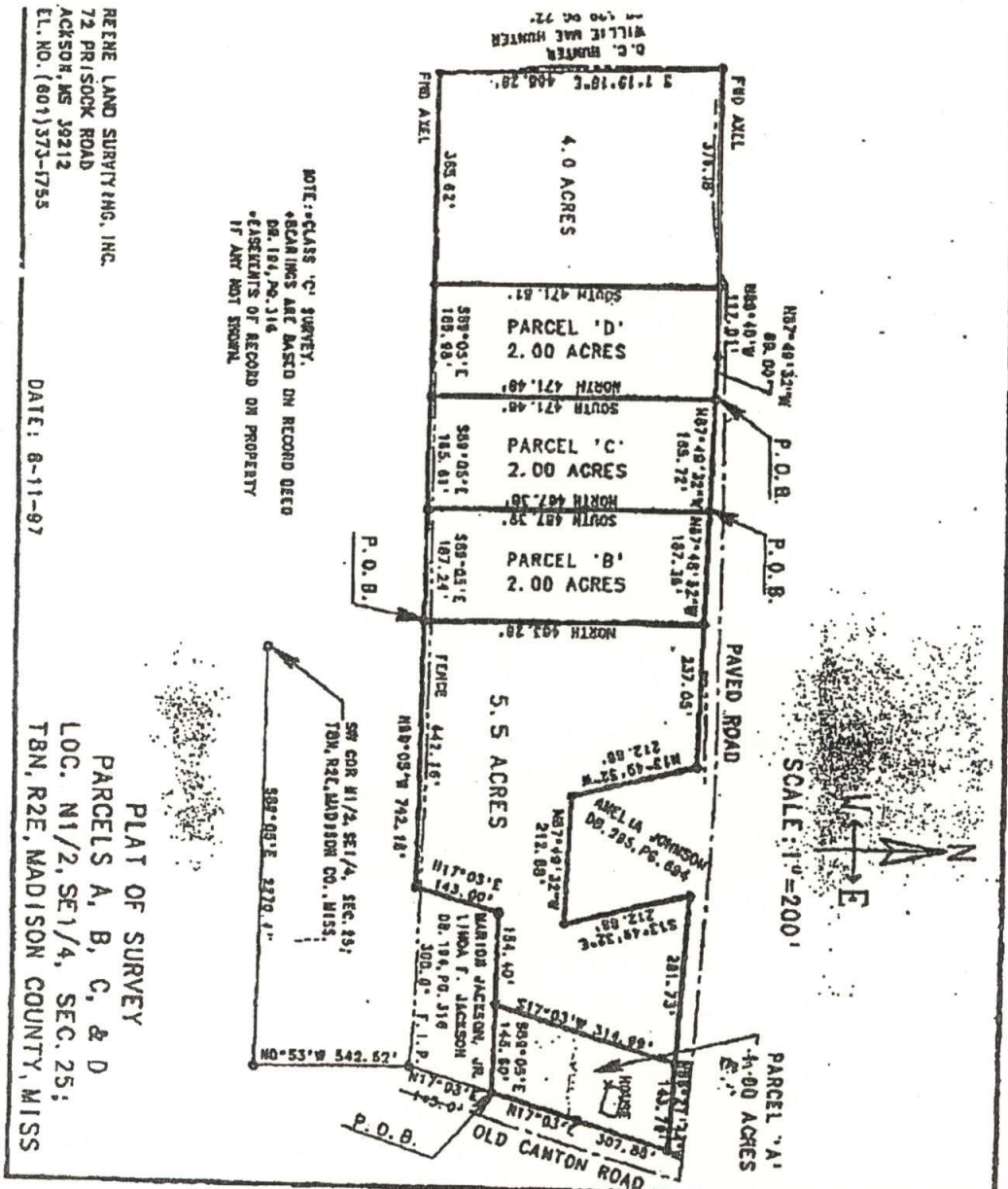
Telephone: (601) 672-6117

GRANTEE:  
Fairview Missionary Baptist Church  
1278 N. Old Canton Road  
Canton, MS 39046

Telephone: (601) 605-2090

Prepared by:  
MONTGOMERY, McGRAW  
COLLINS & RAND, PLLC  
3350 North Liberty Street  
P. O. Box 1039  
Canton, MS 39046  
Telephone: 601-859-3616

**INDEXING:** Six (6) acres, more or less, lying and being situated in the N1/2 of the SE1/4 of Section 25, Township 8 North, Range 2 East, Madison County, Mississippi



REFINE LAND SURVEYING, INC.  
 72 PRISOCK ROAD  
 ACKSDR, MS 39212  
 TEL. NO. (601) 373-1755

DATE: 8-11-97

PLAT OF SURVEY  
 PARCELS A, B, C, & D  
 LOC. N1/2, SE1/4, SEC. 25;  
 T8N, R2E, MADISON COUNTY, MISS

EXHIBIT A

ANTONMERY, GRAW, GELLEN  
 & RANDALL  
 ATTORNEYS AT LAW  
 PO BOX 603  
 TANTON, MISSISSIPPI 39046

407  
 12.00

MADISON COUNTY MS This instrument was  
 filed for record 2005, Oct 7, at 2:30 P.M.  
 Book 1972 Page 968  
 ARTHUR JOHNSTON, C. C.  
 BY: *Charles* D.C.