

MADISON COUNTY  
SCHOOLS

MARK OF EXCELLENCE

476 Highland Colony Parkway  
Ridgeland, MS 39157  
Telephone: 601-499-0800

July 13, 2021

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

RE: Documents for July 19, 2021 Board Approval

Dear Ms. Parker:

Enclosed please find the following documents:

1. Notice to Renew Residential Lease to Jon and Julie Sumrall, regarding Lot 29, Calumet Subdivision, Part 2.
2. Second Amendment to Renegotiated 16<sup>th</sup> Section Commercial Lease to Scott Lively, regarding Parcel #s 051E-16D-008 and 051E-16D-009

It is requested that the Board of Supervisors approve the enclosed documents at the upcoming Board of Supervisors' meeting to be held July 19, 2021.

Please let me know if you need additional information. I can be reached at 601-499-0734 or [abrowning@madison-schools.com](mailto:abrowning@madison-schools.com).

Sincerely,

Ashley Browning  
16<sup>th</sup> Section Land Specialist

INDEXING: 1.51± acres next to Flora Pocahontas Road in the Town of Flora, NW1/4 SE1/4 Section 16, Township 8 North, Range 1 West, Madison County, Mississippi, Parcel#051E-16D-008 & #051E-16D-009

LESSOR:

Madison County, Mississippi Board  
of Education Trustees of The Madison  
County School District 16<sup>th</sup> Section  
School Lands Trust  
476 Highland Colony Parkway  
Ridgeland, MS 39157  
Telephone: 601-499-0800

LESSEE:

Scott Lively  
4040 Coker Road  
Madison, MS 39110  
Telephone: 601-898-9798

PREPARED BY:

Madison County School District  
Post Office Box 159  
476 Highland Colony Parkway  
Ridgeland, MS 39157  
Telephone: 601-499-0800

**SECOND AMENDMENT TO RENEGOTIATED 16TH SECTION  
COMMERCIAL PROPERTY LEASE CONTRACT**

WHEREAS, by instrument dated May 7, 2001, the **MADISON COUNTY, MISSISSIPPI, BOARD OF EDUCATION TRUSTEES** of the **MADISON COUNTY SCHOOL DISTRICT 16TH SECTION SCHOOL LANDS TRUST** (hereinafter called "Lessor"), granted a Renegotiated Sixteenth Section Commercial

Property Lease to Madison County, Mississippi by document recorded in Book 487 at Page 75 (hereinafter the "Lease Contract") in the office of the Chancery Clerk of Madison County, Mississippi; and

WHEREAS, the leasehold title was assigned to **SCOTT LIVELY** (hereinafter called "Lessee"), by document dated October 4, 2004 and recorded in Book 1843 at Page 160 in the office of the hereinbefore mentioned Chancery Clerk, which describes the following property, to-wit:

The legal description of the property is attached hereto as Exhibit "A": and incorporated herein by reference. A plat of survey is attached hereto as Exhibit "B" for informational purposes.

WHEREAS, said Lease Contract has a lease term beginning on the 1<sup>st</sup> day of May, 2001 and ending on the 30<sup>th</sup> day of April, 2041; and,

WHEREAS, said Lease Contract as amended by Amendment recorded in Book 2690 at Page 60 in the office of the hereinbefore mentioned Chancery Clerk that changed the annual rental payments to Two Thousand Six Hundred Thirty and no/100 Dollars (\$2,630.00) beginning with the May 1, 2011 payment; and

WHEREAS, lease payments have been received by Lessor in said amount for each year through 2020; 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 May 1, 2021; 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:

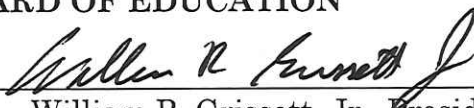
B. Lessee covenants and agrees to pay or cause to be paid to Lessor annually, on or before May 1<sup>st</sup> of each year during the term hereof, beginning with May 1, 2021 payment, annual rentals in advance in the amount of Three Thousand One Hundred Sixty and no/100 Dollars (\$3,160.00), subject to the rent adjustment clause included herein. This rent represents eight percent (8%) of the present appraised fair market value of the subject property.

The Lease Contract will remain in full force and effect as to all other provisions contained therein.


WITNESS MY HAND this the 12<sup>th</sup> day of July, 2021.

LESSOR:

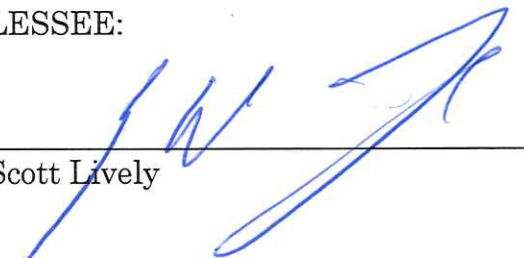
MADISON COUNTY, MISSISSIPPI,  
BOARD OF EDUCATION

By:   
William R. Grissett, Jr., President

ATTEST:

  
Charlotte A. Seals, Madison County  
Superintendent Of Education

LESSEE:

  
Scott Lively

STATE OF MISSISSIPPI  
COUNTY OF HINDS  
CITY OF JACKSON

CERTIFICATE OF SURVEY

THIS IS TO CERTIFY THAT, H D Lang and Associates, Inc. of the City of Jackson, Mississippi, has this day completed a survey of the property now owned by Madison County School District

Located at Flora-Pocahontas Road, in the County of Madison aforesaid, being further described as follows, to-wit:

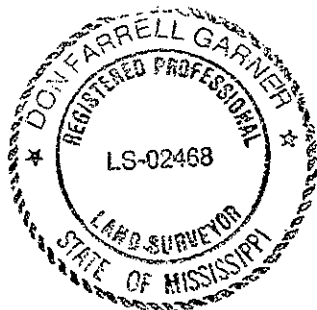
A certain parcel of land being situated in the Northwest ¼ of the Southeast ¼ of Section 16, T8N-R1W, Madison County, Mississippi, and being more particularly described as follows:

Commence at a corner fence post marking the Southeast corner of said Section 16, T8N-R1W and run thence North for a distance of 1,300 feet to a point; run thence West for a distance of 1,737 feet to a corner fence post; run thence North 01 degrees 39 minutes 04 seconds East along a meandering barbed wire fence for a distance of 252.13 feet to a corner fence post marking the POINT OF BEGINNING of the parcel of land herein described; from said POINT OF BEGINNING, run thence North 58 degrees 57 minutes 38 seconds West along an 8 foot chain link fence and its westerly extension thereof for a distance of 332.45 feet to a set ½" iron pin; run thence North 27 degrees 57 minutes 22 seconds East for a distance of 79.77 feet to the Southeast corner of the Mary A. Gross lease property as described in deed recorded in Deed Book 312 at Page 481, on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi; run thence North 28 degrees 18 minutes 14 seconds East along the East line of said Gross property for a distance of 178.15 feet to a set ½" iron pin marking the Northeast corner of thereof; said point further being on the South right-of-way line of Flora-Pocahontas Road; run thence South 49 degrees 38 minutes 54 seconds East along an existing 8 foot chain link fence and said South right-of-way line of Flora-Pocahontas Road for a distance of 231.00 feet to a set iron pin marking the Northwest corner of the Robert and Mary Crowley

AND I ALSO CERTIFY, that there are no encroachments by the buildings of the adjacent property owners upon the surveyed premises.

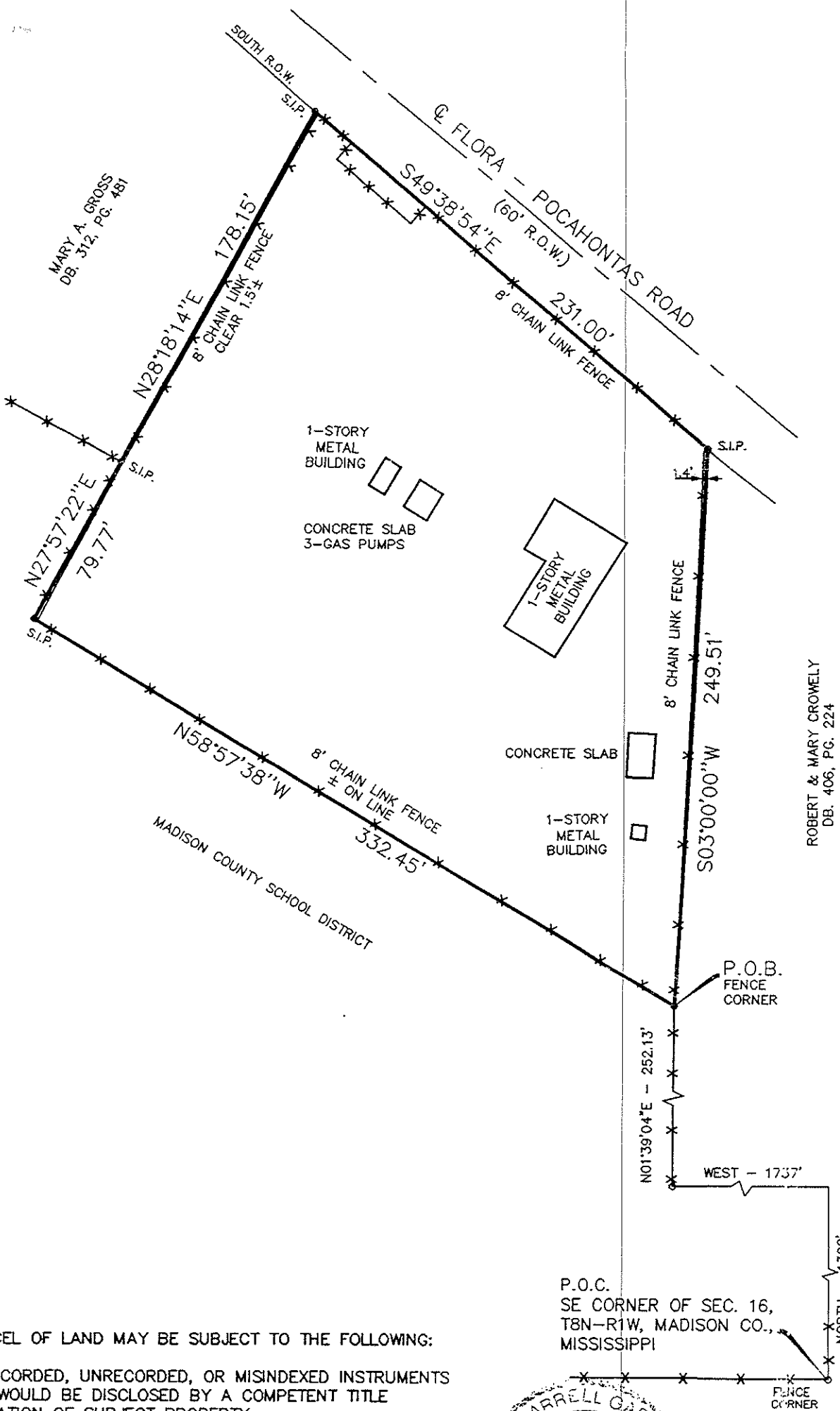
AND I FURTHER CERTIFY that all the buildings and improvements of the above owner are within the boundaries of the above property of which the said owner is now in possession, subject to the exceptions shown below, if any, and that the plat hereto attached is a correct representation of the conditions as they exist on this date.

Witness my signature this the 1st day of May, 1998.



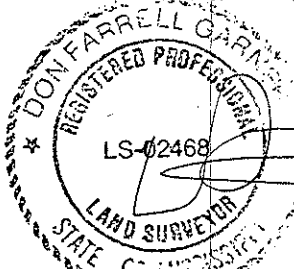
H D LANG AND ASSOCIATES, INC.

By Don F. Garner, PLS



NOTES:  
THIS PARCEL OF LAND MAY BE SUBJECT TO THE FOLLOWING:

- ANY RECORDED, UNRECORDED, OR MISINDEXED INSTRUMENTS WHICH WOULD BE DISCLOSED BY A COMPETENT TITLE EXAMINATION OF SUBJECT PROPERTY.
- NORTH DERIVED FROM SOLAR OBSERVATION
- SURVEY CLASSIFICATION "B"
- SUBJECT PROPERTY CONTAINS 65,770.539 SQUARE FEET.



**H D LANG AND ASSOCIATES, INC.**  
 ENGINEERS / LAND SURVEYORS  
 POST OFFICE BOX 16085  
 JACKSON, MISSISSIPPI 39236-6085  
 (601) 362-4886  
 JOB NO. 98-055  
 SCALE: 1" = 60'  
 DATED: 5-1-98  
 FIELD BOOK: 972 - PAGE: 90

**PLAT OF SURVEY  
 FOR  
 MADISON COUNTY SCHOOL DISTRICT**  
 .51 ACRES SITUATED IN THE NW 1/4 OF THE SE 1/4 OF  
 SECTION 16, TOWNSHIP 8 NORTH, RANGE 1 WEST  
 MADISON COUNTY, MISSISSIPPI

**INDEXING:**

Lot 29, Calumet Subdivision, Pt 2  
Per Plat Cabinet D at Slide 22, City of Madison, Section 16, Township 7 North,  
Range 2 East, Madison County, Mississippi  
Parcel #072E-16D-048

**LESSOR:**

Madison County Board of Education  
476 Highland Colony Parkway  
Ridgeland, MS 39157

Telephone: 601-499-0800

**LESSEE:**

Jon C. Sumrall and  
Hollie B. Sumrall  
228 Calumet 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 \_\_\_\_\_, 2021, 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 **Jon C. Sumrall** and wife, **Hollie B. Sumrall** ("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 23rd day of July, 2001, and terminating on the 22nd day of July, 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 492 at Page 45**, being located in Section 16, Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described as:

Lot 29 of Calumet 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 22, 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 22nd day of July, 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.

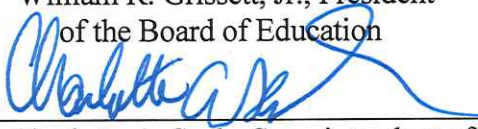
The Lease, as amended by this Notice to Renew, is ratified and confirmed as the valid and subsisting agreement of the parties but without waiver of remedies for any presently existing default.

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:   
William R. Grissett, Jr., President  
of the Board of Education

By:   
Charlotte A. Seals, Superintendent of  
Education



LESSEE:

\_\_\_\_\_  
**Jon C. Sumrall**

\_\_\_\_\_  
**Hollie B. Sumrall**

Reviewed and approved by the Madison County Board of Supervisors, this the \_\_\_\_ day of \_\_\_\_\_, 2021.

By: \_\_\_\_\_  
Karl M. Banks, 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 \_\_\_\_\_, 2021, within my jurisdiction, the within named **Karl M. Banks**, 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 12<sup>th</sup> day of July, 2021, within my jurisdiction, the within named **William R. Grissett, Jr.** 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.



Ashley Browning  
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 \_\_\_\_\_, 2021, within my jurisdiction, the within named **Jon C. Sumrall** and **Hollie B. Sumrall**, who acknowledged to me that they executed the above and foregoing instrument.

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

My Commission Expires:  
\_\_\_\_\_  
[SEAL]

Extension/2021/#1223 Sumrall