



MADISON COUNTY
SCHOOLS

MARK OF EXCELLENCE

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

September 8, 2021

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

RE: Document for September 20, 2021 Board Approval

Dear Ms. Parker:

Enclosed please find the following document:

1. Second Amendment to Commercial Lease to Bryan Estes in part of Lot 1, Block 27, Jones Addition.

It is requested that the Board of Supervisors approve the enclosed document at the upcoming Board of Supervisors' meeting to be held September 20, 2021.

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

Sincerely,

Ashley Browning
16th Section Land Manager

INDEXING: .08± acres that is part of Lot 1, Block 27, Jones Addition, in the Town of Flora, NW1/4 NW1/4 Section 16, Township 8 North, Range 1 West, Madison County, Mississippi, (Parcel#051E-16B-216/00.00)

LESSOR:

Madison County, Mississippi Board
of Education Trustees of The Madison
County School District 16th Section
School Lands Trust
476 Highland Colony Parkway
Madison, MS 39110
Telephone: (601) 499-0800

LESSEE:

Bryan W. Estes
P.O. Box 256
Flora, MS 39071
Telephone: (769)233-4006

PREPARED BY:

Madison County School District
476 Highland Colony Parkway
Madison, MS 39110
Telephone: (601) 499-0800

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

WHEREAS, by instrument dated October 1, 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

BRYAN W. ESTES (hereinafter called "Lessee") by document recorded in Book 497 at Page 162 (hereinafter the "Lease Contract") in the office of the Chancery Clerk of Madison County, Mississippi; and

WHEREAS, the description of the property to be leased in said Lease Contract describes the following property, to-wit:

Beginning at a point 5.2 feet North of and 10 feet East of the Southwest corner of Lot 1, Block 27 of Jones Addition to the Town of Flora, Madison County, Mississippi, and run thence North 78 degrees 19 minutes East along the existing fence for 53.3 feet to the POINT OF BEGINNING of the property herein described; thence continue North 78 degrees 19 minutes East and along the existing fence for 34 feet to an iron pin; thence North 16 degrees 52 minutes West for 95.4 feet to an iron pin on the back line of the sidewalk; thence South 75 degrees 37 minutes West along the back line of the sidewalk for 34 feet; thence in a Southeasterly direction to the POINT OF BEGINNING.

WHEREAS, said Lease Contract has a lease term beginning on the 1st day of October, 2001 and ending on the 30th day of September, 2041; 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, an Amendment to the Lease Contract was recorded on November 22, 2011, in Book 2730 at Page 933 in the office of the hereinbefore mentioned Chancery Clerk's office incorporating a new annual lease/ground rental payment based on reappraisal per terms of the Lease Contract; and

WHEREAS, the twentieth anniversary date is October 1, 2021; and

WHEREAS, the subject property has been reappraised setting the 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 October 1st of each year during the term hereof, beginning with October 1, 2021 payment, annual rentals in advance in the amount of Two Hundred Eight and no/100 Dollars (\$208.00), subject to the rent adjustment clause included herein.

<u>YEAR</u>	<u>ANNUAL RENTAL</u>
1-10	\$200.00
11-20	\$208.00
21-30	\$208.00
31-40	As Adjusted Pursuant to Paragraph 3

Failure of Lessee to pay the annual rentals listed above shall constitute a breach of this Lease Contract.

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

WITNESS MY HAND this the ___ day of _____, 2021.

LESSOR:

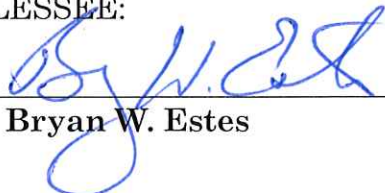
**MADISON COUNTY, MISSISSIPPI,
BOARD OF EDUCATION**

By: _____
William R. Grissett, President

ATTEST:

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

LESSEE:



Bryan W. Estes

Reviewed and approved by the Madison County Board of Supervisors, this the ___ day of _____, 2021.

Karl M. Banks, 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 ___ day of _____, 2021, within my jurisdiction, the within named **William R. Grissett** 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.

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 2 day of September, 2021, within my jurisdiction, the within named **Bryan W. Estes** who acknowledged to me that he executed the above and foregoing instrument.



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 _____, 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]

Amendments2021/File#183 Second Amendment to Estes Lease