

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

July 12, 2022

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

RE:

Documents for July 18, 2022 Board Approval

Dear Ms. Parker:

Enclosed please find the following documents:

- 1. Notice to Renew Residential Lease to Heather Kilebrew Tutor and Pamela Kilebrew regarding Lot 18, Sherbourne Subdivision, Part 1.
- 2. Notice to Renew Residential Lease to Anthony Musgrave regarding Lot 50, Calumet Subdivision, Part 4.
- 3. Notice to Renew Residential Lease to Danny and Lindsay Bouchillon regarding Lot 2, Eastbrooke Estates Subdivision.

It is requested that the Board of Supervisors approve the enclosed documents at the upcoming Board of Supervisors' meeting to be held July 18, 2022.

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

Sincerely,

Ashley Browning

16th Section Land Manager

INDEXING:

Lot 2, Eastbrooke Estates Subdivision Per Plat Cabinet D at Slide 137, City of Madison, Section 16, Township 7 North, Range 2 East, Madison County, Mississippi Parcel #072E-16A-016/00.00

LESSOR:

LESSEE:

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

Danny L. Bouchillon and Lindsay B. Bouchillon 6 Eastbrooke Circle Madison, MS 39110 Telephone: (601)605-9308

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
, 2022, by and between the Madison Coun	ty, Mississippi, Board
of Education Trustees of the Madison County School District 16th	Section School Lands
Trust ("Lessor") and Danny L. Bouchillon and wife, Lindsay B.	Bouchillon,
("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 6th day of June, 2006, and terminating on the 5th day of June, 2046, (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 2067 at Page 108**, being located in Section 16, Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described as:

Lot 2 of Eastbrooke Estates Subdivision, 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 137, 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 5**th **day of June, 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: Dr. Pollia Griffin, President of the Board Of Education By Charlotte A. Seals, Superintendent Of Education
	LESSEE:
	Danny L. Bouchillon
	Lindsay B. Bouchillon
Reviewed and approved by the Madi lay of, 2022.	son County Board of Supervisors, this the
	By: Paul Griffin, President of the Board of Supervisors
ATTEST:	
Ronny Lott, Clerk	

My Commission Expires:

[SEAL]

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 1 day of July, 2022, within my jurisdiction, the within named Dr. Pollia Griffin 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. My Commission ? [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 , 2022, within my jurisdiction, the within named Paul Griffin, 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

COUNTY OF	
PERSONALLY APPEAREI the said county and state, on this _ jurisdiction, the within named Dann	D BEFORE ME, the undersigned authority in and for day of, 2022, within my ay L. Bouchillon and wife, Lindsay B. Bouchillon, executed the above and foregoing instrument.
My Commission Expires:	NOTARY PUBLIC
[SEAL]	

Extension/2022/#737 Bouchillon

INDEXING:

Lot 78, Sherbourne Subdivision, Part I Per Plat Cabinet C at Slide 145, City of Madison, Section 16, Township 7 North, Range 2 East, Madison County, Mississippi Parcel #072E-16B-028

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LESSEE:

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

Heather Kilebrew	Tutor and Pamela Kilebrew
100 Abington Cou	rt
Madison, MS 391	10
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		
, 2022, by and between the Madison County	, Mississippi, Bo	ard	
of Education Trustees of the Madison County School District 16th S	ection School La	nds	
Trust ("Lessor") and Heather Kilebrew Tutor and Pamela Kilebrew ("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 31st day of May, 1995, and terminating on the 30th day of May, 2035, (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 357 at Page 315**, 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

Lot 18 of Sherbourne Subdivision, Part I, 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 30th day of May, 2060** (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: Jolla Suffer Dr. Pollia Griffin, President of the Board Of Education By Charlotte A. Seals, Superintendent Of Education
	LESSEE:
	Heather Kilebrew Tutor
	Pamela Kilebrew
Reviewed and approved by the Madi day of, 2022.	son County Board of Supervisors, this the
	By: Paul Griffin, President of the Board of Supervisors
ATTEST:	
Ronny Lott, Clerk	

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and fo the said county and state, on this day of, 2022, within my jurisdiction, the within named Paul Griffin , 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 day of day of day, 2022, within my jurisdiction, the within named Dr. Pollia Griffin 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.
My Commission Expires NOTARY PUBLIC NOTARY PUBLIC ID No. 290668 Commission Expires May 3, 2025

STATE OF MISSISSIPPI COUNTY OF
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this day of, 2022, within my jurisdiction, the within named Heather Kilebrew Tutor , who acknowledged to me that she executed the above and foregoing instrument.
My Commission Expires: NOTARY PUBLIC
[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, 2022, within my jurisdiction, the within named Pamela Kilebrew , who acknowledged to me that she executed the above and foregoing instrument.
My Commission Expires: NOTARY PUBLIC
[SEAL]
Extension/2022/#592 Tutor & Kilebrew

INDEXING:

Lot 50, Calumet Subdivision, Part Four Per Plat Cabinet D at Slide 97, City of Madison, Section 16, Township 7 North, Range 2 East, Madison County, Mississippi Parcel #072E-16C-002/38.00

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LESSEE:

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

Anthony Musgrave
46 Calumet Court
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	
, 2022, by and between the Madison County,	, Mississippi,	Board
of Education Trustees of the Madison County School District 16th Se	ection School	Lands
Trust ("Lessor") and Anthony Musgrave, ("Lessee") according to t	he 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 11th day of November, 2002 and terminating on the 10th day of November, 2042, (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 528 at Page 756**, 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

Lot 50 of Calumet Subdivision, Part Four, 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 97, 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 10th day of November, 2067** (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: Jollea Suffin Dr. Pollia Griffin, President of the Board Of Education By Marlolle Alexander Of Education
	LESSEE:
	Anthony Musgrave
Reviewed and approved by the Mad day of, 2022.	ison County Board of Supervisors, this the
	By: Paul Griffin, President of the Board of Supervisors
ATTEST:	
Ronny Lott, Clerk	

the within named Paul Griffin, 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]
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]
My Commission Expires: [SEAL]
My Commission Expires: [SEAL]
My Commission Expires: [SEAL]
My Commission Expires: [SEAL]
[SEAL]
STATE OF MISSISSIPPI
COUNTY OF
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PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for
he said county and state, on this day of, 2022, within my
urisdiction, the within named Anthony Musgrave, who acknowledged to me that he
executed the above and foregoing instrument.
NOTARY PUBLIC
My Commission Expires:
viy Commission Expires.
SEAL]

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this _____ day of _____, 2022, within my jurisdiction, the within named **Dr. Pollia Griffin** 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.

My Commission Expires

NOTARY PUBLIC
ID No. 290868

Commission Expires
May 3, 2025

Extension/2022/#1334 Musgrave