

MADISON COUNTY  
SCHOOLS

MARK OF EXCELLENCE

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

August 3, 2022

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

RE: Documents for August 15, 2022 Board Approval

Dear Ms. Parker:

Enclosed please find the following documents:

1. Amendment to Lease Contract to Pearl River Valley Water Supply District regarding Parcel #084D-16-001 in 8N-4E.
2. Amendment to Commercial Lease to Roger Dale Smith regarding part of Block 27, Jones Addition.

It is requested that the Board of Supervisors approve the enclosed documents at the upcoming Board of Supervisors' meeting to be held August 15, 2022.

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 Manager

INDEXING: Lot 6, less 60 feet off west side; 63.3 feet off west side of Lot 1 and 10 feet off west side of Lot 2, all in Block 27, Jones Addition, Town of Flora, NW1/4 NW1/4 Section 16, Township 8, Range 1 West, Madison County, Mississippi (Parcel #051E-16B-215/00.00)

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:

Roger Dale Smith  
2396 Cox Ferry Road  
Flora, MS 39071  
Telephone: 601-879-8482

PREPARED BY:

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

**AMENDMENT TO 16TH SECTION COMMERCIAL PROPERTY LEASE**

WHEREAS, by instrument dated April 2, 2012, the **MADISON COUNTY, MISSISSIPPI, BOARD OF EDUCATION TRUSTEES** of the **MADISON COUNTY SCHOOL DISTRICT 16TH SECTION SCHOOL LANDS TRUST** (hereinafter called "Lessor"), granted a Sixteenth Section Commercial Property Lease to **Roger Dale Smith** (hereinafter called "Lessee"), by document recorded in Book 2781 at Page 905

in the office of the Chancery Clerk of Madison County, Mississippi (hereinafter the "Lease Contract") regarding the following described property, to wit; and

Lot 6, less 60 feet off west side; 63.3 feet off west side of Lot 1 and 10 feet off west side of Lot 2, all in Block 27, Jones Addition, Town of Flora per the 1909 Covington Map of said Town with all properties being located in the NW1/4 NW1/4 Section 16, Township 8, Range 1 West, Madison County, Mississippi (Parcel #051E-16B-215/00.00)

WHEREAS, said Lease Contract has a lease term beginning on the 18<sup>th</sup> day of April, 2012; and,

WHEREAS, per the Lease Contract recorded in Book 2781 at Page 905 in the office of the hereinbefore mentioned Chancery Clerk, annual rental payments in the amount of Five Hundred and no/100 (\$500.00) are to be paid on or before April 18th each year; and

WHEREAS, lease payments have been received by Lessor in said amount for each year through 2021; 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 tenth anniversary date is April 18, 2022; and

WHEREAS, the subject property has been reappraised setting a new annual lease payment pursuant to paragraph 3, subparagraph A, of the Lease Contract; and

WHEREAS, annual rentals/lease fees, in accordance with Miss. Code Ann. §29-3-69 "shall be adjusted not less than once every ten (10) years from the date of the lease to reflect the current fair market rental value";

THEREFORE, paragraph 2 of the Lease Contract should be amended to read as follows:

2. Annual Rent. Lessee covenants and agrees to pay or cause to be paid to Lessor annually, on or before April 18th of each year during the term hereof, beginning with April 18, 2022 payment, annual rentals in advance in the amount of One Thousand Three Hundred Fourteen and no/100 (\$1,314.00), subject to the rent adjustment clause included herein.

<u>YEAR</u>	<u>ANNUAL RENTAL</u>
1-10	\$500.00
11-20	\$1,314.00
21-30	As Adjusted Pursuant to Paragraph 3
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 agreement.

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

WITNESS MY HAND this the 1<sup>st</sup> day of August, 2022.

LESSOR:

MADISON COUNTY, MISSISSIPPI,  
BOARD OF EDUCATION

By: *Polia Griffin*  
Dr. Polia Griffin, President

ATTEST:

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

LESSEE:

*Roger Dale Smith*  
Roger Dale Smith

Reviewed and approved by the Madison County Board of Supervisors, this the \_\_\_ day  
of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Paul Griffin, 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 \_\_\_\_\_, 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 1<sup>st</sup> day of Aug, 2022, within my jurisdiction, the within named **Dr. Pollia Griffin** 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.

Ashley Browning  
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 18th day of July, 2022, within my jurisdiction, the within named **Roger Dale White** who acknowledged to me that he executed the above and foregoing instrument.

Robert T. Lovelace



Anendments\2022\#501 Amendment to Smith

INDEXING: All acreage in NW1/4 of Section 16, Township 8 North, Range 4 East, Madison County, Mississippi (Parcel #084D-16-001).

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:

Pearl River Valley Water  
Supply District  
P.O. Box 2180  
Ridgeland, MS 39158  
Telephone: (601)856-6574

PREPARED BY:

Madison County School District  
476 Highland Colony Parkway  
Ridgeland, MS 39157  
Telephone: (601) 499-0800

**THIRD AMENDMENT TO 16TH SECTION**  
**PROPERTY LEASE CONTRACT**

WHEREAS, by instrument dated August 31, 1992, the **MADISON COUNTY, MISSISSIPPI, BOARD OF EDUCATION TRUSTEES** of the **MADISON COUNTY SCHOOL DISTRICT 16TH SECTION SCHOOL LANDS TRUST** (hereinafter called "Lessor"), granted a Sixteenth Section Land Lease Contract to the **PEARL RIVER VALLEY WATER SUPPLY DISTRICT** (hereinafter called "Lessee"), which instrument was recorded in Book 810 at Page 590 in the records in the office of the



Chancery Clerk of Madison County, Mississippi, (hereinafter the "Lease Contract"), which describes the following property, to-wit:

Parcel 1. Lot 4, less three acres covered by Bell Lake, in Section 16, Township 8 North, Range 4 East, in Madison County, Mississippi, containing 7.8 acres, more or less.

Parcel 2. Three acres covered by the water of Bell Lake, including a strip of land one hundred feet in width along and around said lake as reserved by deed of February 13, 1935, recorded in Book 9 at Page 310, in the records of the Clerk of the Chancery Court of Madison County, Mississippi, situated in Section 16, Township 8 North, Range 4 East, in Madison County, Mississippi.

It is intended to describe that property depicted as Parcel #084D-16-001 consisting of 16.5± acres on the Tax Map in the office of the Madison County Tax Assessor.

WHEREAS, said Lease Contract has a lease term beginning on the 1<sup>st</sup> day of September, 1992 and ending on the 31<sup>st</sup> day of August, 2032; and,

WHEREAS, said Lease Contract was amended in Book 2867 at Page 439 in the office of the Chancery Clerk of Madison County, Mississippi; and

WHEREAS, said Lease Contract requires annual rental payments in the amount of Two Thousand One Hundred and no/100 Dollars (\$2,100.00), on or before September 1<sup>st</sup> each year; and

WHEREAS, lease payments have been received by Lessor in said amount for each year through 2021; and

WHEREAS, said Lease Contract, pursuant to paragraph (3), states that the subject property should be reappraised prior to the tenth, twentieth and thirtieth anniversary dates of the commencement of the Lease Contract; and,

WHEREAS, the subject property has been reappraised setting a new annual

lease payment pursuant to paragraph (3) of the Lease Contract.

THEREFORE, paragraph (2) of the Lease Contract should be amended to read as follows:

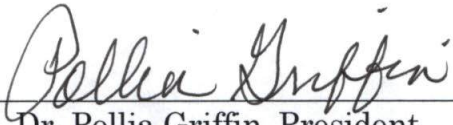
Lessee agrees and covenants to pay or cause to be paid to Lessor annually, on or before September 1<sup>st</sup> of each year during the term hereof, annual rentals in advance in the amount of Two Thousand Four Hundred Forty and no/100 Dollars (\$2,440.00), beginning with the September 1, 2022 payment.

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

WITNESS MY HAND this the 1<sup>st</sup> day of August, 2022.

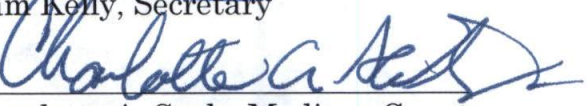
LESSOR:

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

By:   
Dr. Pollia Griffin, President

ATTEST:

  
Sam Kelly, Secretary

  
Charlotte A. Seals, Madison County  
Superintendent Of Education

LESSEE:

PEARL RIVER VALLEY WATER  
SUPPLY DISTRICT

By:   
\_\_\_\_\_  
JOHN G. SIGMAN, General Manager

ATTEST:

  
\_\_\_\_\_  
JILL MCMURTREY  
Assistant Secretary

Reviewed and approved by the Madison County Board of Supervisors, this the  
\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Paul Griffin, 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 2 day of Aug, 2022, within my jurisdiction, the within named **Dr. Pollia Griffin, Sam Kelly and Charlotte A. Seals**, who acknowledged to me that they are President, Secretary 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.

Ashley Browning  
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 20th day of June, 2022, within my jurisdiction, the within named John G. Sigman, who acknowledged to me that he is General Manager of the **Pearl River Valley Water Supply District**, and that for and on behalf of the said Pearl River Valley Water Supply District, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

Karyn Dixon  
NOTARY PUBLIC

My Commission Expires:

8/31/2024  
[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.

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NOTARY PUBLIC

My Commission Expires:

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[SEAL]

Amendments/2022/#19314 Pearl River Amendment to Lease