



MADISON COUNTY  
SCHOOLS  
MARK OF EXCELLENCE

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

November 14, 2022

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

RE: Documents for November 21, 2022 Board Approval

Dear Ms. Parker:

Enclosed please find the following documents:

1. Second amendment to commercial lease to Union Hill Missionary Baptist Church regarding 4.948 acres in 8N – 1W.

It is requested that the Board of Supervisors approve the enclosed documents at the upcoming Board of Supervisors' meeting to be held November 21, 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: 4.948± acres in NE1/4 NE1/4 Section 16, Township 8 North, Range 1 West, Town of Flora, Madison County, Mississippi, (Parcel#051E-16A-018/02.00))

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  
Madison, MS 39110  
Telephone: (601) 499-0800

LESSEE:

Union Hill Missionary Baptist  
Church of Flora, MS  
PO Box 797  
Flora, MS 39071  
Telephone: (601) 879 9060

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 July 9, 2002, 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 **UNION HILL MISSIONARY BAPTIST CHURCH OF FLORA, INC.**, a

**Mississippi non-profit corporation** (hereinafter called "Lessee") by document recorded in Book 516 at Page 68 (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:

The legal description is attached hereto as Exhibit "A" and incorporated herein by reference.

WHEREAS, said Lease Contract has a lease term beginning on the 26<sup>th</sup> day of July, 2002 and ending on the 25<sup>th</sup> day of July, 2042; 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 in Book 2801 at Page 995 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 July 26, 2022; 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 July 26<sup>th</sup> of each year during the term hereof, beginning with July 26, 2022 payment, annual rentals in advance in the amount of Two Thousand Nine Hundred Seventy and no/100

Dollars (\$2970.00), subject to the rent adjustment clause included herein.

<u>YEAR</u>	<u>ANNUAL RENTAL</u>
1-10	\$2,000.00
11-20	\$2,800.00
21-30	\$2,970.00
31-40	As Adjusted Pursuant to Paragraph 3

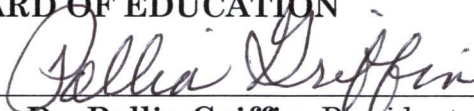
Failure of Lessee to pay the annual rentals listed above shall constitute a breach of this Lease Contract.

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

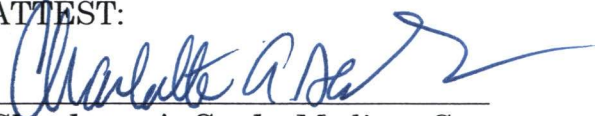
WITNESS MY HAND this the 7 day of November, 2022.

LESSOR:

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


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

ATTEST:

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

LESSEE:

**UNION HILL MISSIONARY BAPTIST  
CHURCH OF FLORA, INC., A  
MISSISSIPPI NON-PROFIT  
CORPORATION**

By:   
**, President**

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

\_\_\_\_\_  
Paul Griffin, President

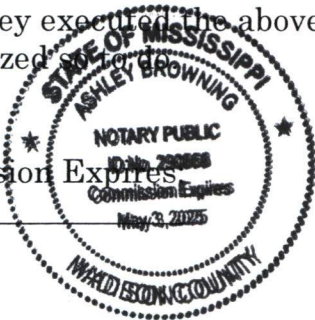
ATTEST:

\_\_\_\_\_  
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 7 day of Nov, 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.

Ashley Browning  
NOTARY PUBLIC



My Commission Expires \_\_\_\_\_

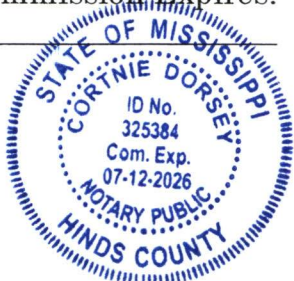
[SEAL]

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 27 day of September, 2022, within my jurisdiction, the within named Edwin [Signature], who acknowledged to me that he is President of Union Hill Missionary Baptist Church of Flora, Inc., a Mississippi non-profit corporation, and that for and on behalf of the said corporation, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized so to do.

[Signature]  
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 \_\_\_\_\_, 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/File#10 Second Amendment to Union Hill Church