



MADISON COUNTY
SCHOOLS

MARK OF EXCELLENCE

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

December 7, 2022

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

RE: Documents for December 19, 2022 Board Approval

Dear Ms. Parker:

Enclosed please find the following documents:

1. Amendment to Water Distribution Right of Way to City of Madison in 7N-2E.
2. Amendment to Other Property Lease to Edgar Uribe and Tomasa Sanchez regarding 4.93 acres in 8N-1E.
3. Second Amendment to Other Property Lease to Hartfield Property Owners Association regarding .591 acre in 8N-1E.

It is requested that the Board of Supervisors approve the enclosed documents at the upcoming Board of Supervisors' meeting to be held December 19, 2022.

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 INSTRUCTIONS: 0.591± acre in SE1/4 SE1/4 south of Stribling Road and east of Highway 463 in Section 16, Township 8 North, Range 1 East, Madison County, Mississippi (#081E-16-001/03.04).

LESSOR:

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

LESSEE:

Hartfield Property Owners
Association, Inc.
c/o Specialty Management Services
P.O. Box 1305
Ridgeland, MS 39158-1305
Telephone: (601)605-8380

PREPARED BY:

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

SECOND AMENDMENT TO 16TH SECTION
OTHER PROPERTY LEASE CONTRACT

WHEREAS, by instrument dated September 5, 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 Sixteenth Section Other Property

Lease by document recorded in Book 521 at Page 103 (hereinafter the "Lease Contract") in the office of the Chancery Clerk of Madison County, Mississippi, which describes the following property, to-wit:

The legal description 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, the Lease Contract was assigned to **HARTFIELD PROPERTY OWNERS ASSOCIATION, INC., a Mississippi non-profit corporation** (hereinafter called "Lessee") by document dated August 28, 2006 and recorded in Book 2106 at Page 131 in the office of the Chancery Clerk of Madison County, Mississippi; and

WHEREAS, said Lease Contract has a lease term beginning on the 3rd day of September, 2002 and ending on the 2nd day of September, 2042; and,

WHEREAS, said Lease Contract was amended by document recorded in Book 3026 at Page 576 in the office of the Chancery Clerk of Madison County, Mississippi; and

WHEREAS, said Lease Contract requires annual rental payments in the amount of Three Hundred Fifty Seven and 50/100 Dollars (\$357.50), on or before September 3rd 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 twentieth anniversary date is September 2, 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.

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 September 2nd of each year during the term hereof, annual rentals in advance according to the following schedule:

<u>YEAR</u>	<u>ANNUAL RENTAL</u>
1-5	\$200.00
6-10	\$220.00
11-15	\$325.00 (Begins Sept. 2, 2012)
16-20	\$357.50
21-30	\$405.00
31-40	\$445.50

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 5 day of Dec, 2022.

LESSOR:

MADISON COUNTY, MISSISSIPPI,
BOARD OF EDUCATION

By: Polina Griffin
Dr. Polina Griffin, President

ATTEST:

Sam Kelly
Sam Kelly, Secretary

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

LESSEE:

HARTFIELD PROPERTY OWNERS
ASSOCIATION, INC.

By: Bryan G. Nestor
, President

Bryan G. Nestor
Board President

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 14 day of Nov, 2022, within my jurisdiction, the within named Royce Nesbit, who acknowledged to me that he is President of the **Hartfield Property Owners Association, Inc., a Mississippi non-profit corporation**, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

Leigh House
NOTARY PUBLIC

My Commission Expires:

10-27-25
[SEAL]



STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 5 day of Dec, 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]



Amendments to [unclear] Instrument to Hartfield Prop Owners



INDEXING: 0.61± acre, more or less in E/12 NW1/4 Section 16, Township 7 North, Range 2 East, City of Madison, Madison County, Mississippi

LESSOR:

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

LESSEE:

City of Madison, Mississippi
P.O. Box 40
Madison, MS 39130
Telephone: (601)856-6574

PREPARED BY:

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

FIRST AMENDMENT TO 16TH SECTION
PROPERTY LEASE CONTRACT FOR
WATER DISTRIBUTION RIGHT OF WAY

WHEREAS, by instrument dated April 16, 2013, 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 **CITY OF MADISON, MISSISSIPPI, a municipal corporation** (hereinafter called "Lessee"),

which instrument was recorded in Book 2945 at Page 973 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:

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

The 10 foot wide easement consists of 0.612± acres, more or less.

WHEREAS, said Lease Contract has a lease term beginning on the 14th day of January, 2013 and ending on the 13th day of January, 2053; 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 required a lump sum rental payment in the amount of Four Thousand and no/100 Dollars (\$4,000.00), on or before January 14th each year; 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 tenth anniversary date is January 13, 2023; and

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

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 January 13th of each year during the term hereof, annual rentals in advance in the amount of Nine Hundred Forty Seven and no/100 Dollars (\$947.00), beginning

which instrument was recorded in Book 2945 at Page 973 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:

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

The 10 foot wide easement consists of 0.612± acres, more or less.

WHEREAS, said Lease Contract has a lease term beginning on the 14th day of January, 2013 and ending on the 13th day of January, 2053; 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 required a lump sum rental payment in the amount of Four Thousand and no/100 Dollars (\$4,000.00), on or before January 14th each year; 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 tenth anniversary date is January 14th, 2023; and

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

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 January 13th of each year during the term hereof, annual rentals in advance in the amount of Nine Hundred Forty Seven and no/100 Dollars (\$947.00), beginning

with the January 13, 2023 payment.

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

WITNESS MY HAND this the 5 day of Dec, 2022.

LESSOR:

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

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

ATTEST:

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

LESSEE:

**City of Madison, Mississippi, a Municipal
Corporation**

By: _____
Mary Hawkins-Butler, Mayor

Reviewed and approved by the Madison County Board of Supervisors, this the
___ day of _____, 2023.

_____, 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 5 day of Dec, 2022, within my jurisdiction, the within named 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.

Dorely Brown
NOTARY PUBLIC

My Commission Expires:

[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 _____, 20____, within my jurisdiction, the within named **Mayor Mary Hawkins-Butler**, who acknowledged to me that she is Mayor of the **City of Madison, Mississippi**, a municipal corporation, and that for and on behalf of the said City of Madison, Mississippi, and as its act and deed, she 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 _____, 2023, within my jurisdiction, the within named _____, 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]

Amendments/2022/#1317 City of Madison Water Distribution ROW

TEN FOOT WIDE PERPETUAL EASEMENT

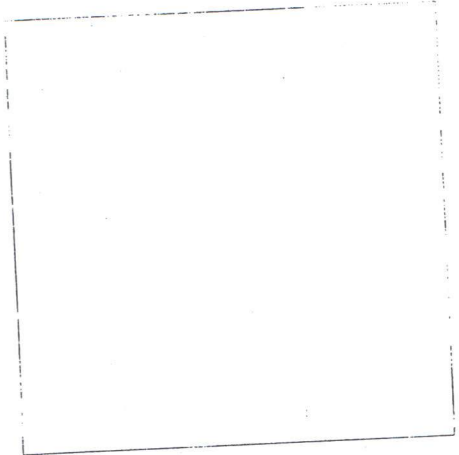
GRANTOR: MADISON COUNTY, BOARD OF EDUCATION

GRANTEE: CITY OF MADISON, MISSISSIPPI

A ten foot wide perpetual easement across that property now owned by Grantor in Section 16, Township 7 North, Range 2 East, Madison County, Mississippi, the centerline of the said ten foot wide (5.0 feet left and right of said centerline) perpetual easement being more particularly described as follows:

Commence at a found Iron pin marking the Northeast corner of Lot 3, Madison Village Estates (Revised). Run thence Westerly for a distance of 20.74 feet to a point on Grantor's South Property Line, said point being point of beginning. Run thence North 04°41'45" East for a distance of 60.71 feet to a point; run thence North 80°08'51" East for a distance of 12.80 feet to a point; run thence South 85°07'57" East for a distance of 68.78 feet to a point; run thence North 89°02'58" East for a distance of 35.50 feet to a point; run thence North 68°12'23" East for a distance of 32.16 feet to a point; run thence North 41°18'00" East for a distance of 41.10 feet to a point; run thence North 31°09'31" East for a distance of 75.39 feet to a point; run thence North 27°50'11" East for a distance of 123.96 feet to a point; run thence North 07°49'32" East for a distance of 87.65 feet to a point; run thence North 04°47'14" East for a distance of 88.72 feet to a point; run thence North 00°00'16" West for a distance of 46.00 feet to a point; run thence North 07°07'49" West for a distance of 66.65 feet to a point; run thence North 00°02'55" East for a distance of 36.09 feet to a point; run thence North 08°47'09" East for a distance of 73.72 feet to a point; run thence North 01°14'07" East for a distance of 79.55 feet to a point; run thence North 01°05'26" East for a distance of 194.36 feet to a point; run thence North 04°01'47" East for a distance of 102.32 feet to a point; run thence North 05°25'28" East for a distance of 185.69 feet to a point; run thence North 12°27'09" West for a distance of 116.97 feet to a point; run thence North 14°10'20" West for a distance of 96.64 feet to a point; run thence North 05°52'31" West for a distance of 35.73 feet to a point; run thence North 06°55'20" East for a distance of 130.29 feet to a point; run thence North 06°00'50" East for a distance of 39.16 feet to a point; run thence North 03°00'08" West for a distance of 53.36 feet to a point; run thence North 02°58'36" East for a distance of 43.52 feet to a point; run thence North 10°14'41" East for a distance of 177.96 feet to a point; run thence North 10°44'00" East for a distance of 72.09 feet to a point; run thence North 00°40'23" West for a distance of 180.62 feet to a point; run thence North 01°12'53" East for a distance of 151.09 feet to a point; run thence North 07°03'29" West for a distance of 35.99 feet to a point; run thence North 16°31'34" West for a distance of 61.58 feet to a point; run thence North 11°42'36" West for a distance of 13.99 feet to a point; run thence North 07°31'59" East for a distance of 36.74 feet to a point; run thence North 04°17'44" East for a distance of 9.07 feet to the point of terminus on Grantor's North Property Line and containing 0.612 Acres, More or less.

MATCHLINE SHEET 2



N 00°02'55" E 36.09'

N 07°07'49" W 66.65'

N 00°00'16" W 46.00'

N 04°47'14" E 88.72'

5.0' 5.0'

± 10' WIDE PERPETUAL EASEMENT
(0.178 AC.)

N 07°49'32" E 87.65'

N 27°50'11" E 123.96'

N 31°09'31" E 75.39'

N 41°18'00" E 41.10'

N 68°12'23" E 32.16'

N 89°02'58" E 35.50'

S 85°07'57" E 68.78'

N 80°08'51" E 12.80'

N 04°41'45" E 60.71'

RICE ROAD

BEAR CREEK
WATER ASSOCIATION

P.O.B.

POINT OF COMMENCEMENT
FOUND IRON PIN
NORTHEAST CORNER
LOT 3, MADISON VILLAGE
ESTATES (REVISED)

LOT 3

LOT 4

PERPETUAL EASEMENT REQUIRED.....0.612 AC. TOTAL

SHEET 1 OF 4

PLAT OF EASEMENT REQUIRED
FROM
MADISON COUNTY
BOARD OF EDUCATION

NORTH



Engineering Associates, Inc.
a division of Ploker Engineering

DATE:
1-7-2002

SCALE:
1" = 60'

JOB NO.
16519.09

SITUATED IN
SECTION 16, T7N - R2E
MADISON COUNTY, MISSISSIPPI

1651909.DWG

EXHIBIT "B"

INDEXING INSTRUCTIONS: 4.93 acres, more or less, located in the NE1/4 SE1/4 of Section 16, Township 8 North, Range 1 East, Madison County, Mississippi; Tax Parcel #081E-16-001/03.01

LESSOR:

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

LESSEE:

Edgar Uribe and
Tomasa Sanchez
174 Brisco Street
Madison, MS 39110
Telephone: (601)605-8380

PREPARED BY:

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

AMENDMENT TO 16TH SECTION
OTHER PROPERTY LEASE CONTRACT

WHEREAS, by instrument dated October 9, 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 Other Property Lease by document recorded in

<u>YEAR</u>	<u>ANNUAL RENTAL</u>
1	\$2,898.50 (Pro-rated)
2 - 10	\$3,550.00
11-20	\$3,950.00
21-30	\$ As Adjusted Pursuant to Paragraph 3
31-40	\$ As Adjusted Pursuant to Paragraph 3

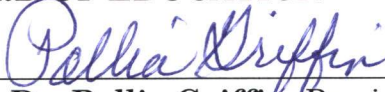
Failure of Lessee to pay the annual rentals listed above shall constitute a breach of this Lease Contract.

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

WITNESS MY HAND this the 5 day of December, 2022.

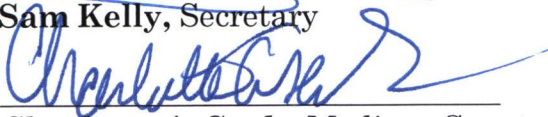
LESSOR:

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

By: 
Dr. Pollia Griffin, President

ATTEST:


Sam Kelly, Secretary


Charlotte A. Seals, Madison County
Superintendent Of Education

LESSEE:


Edgar Uribe


Tomasa Sanchez *

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.

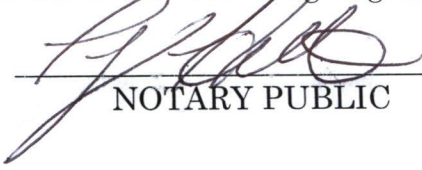
NOTARY PUBLIC

My Commission Expires:

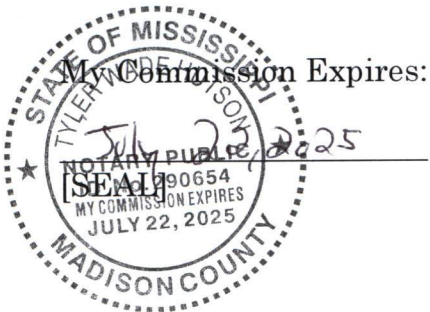
[SEAL]

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 21 day of Oct, 2022, within my jurisdiction, the within named **Edgar Uribe** and wife, **Tomasa Sanchez**, who acknowledged to me that they executed the above and foregoing instrument.

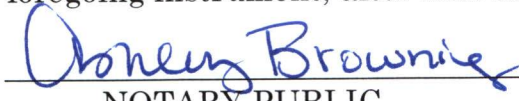


NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 5 day of Dec, 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.



NOTARY PUBLIC



Amendments/2022/File#1341 Amendment to Uribe