



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

April 11, 2023

Madison County Board of Supervisors
P.O. Box 404
Canton, MS 39046

RE: Documents for April 17, 2023 Board Approval

To Whom It May Concern:

Enclosed please find the following documents:

1. Notice to Renew Residential Lease to Bonita Ruth Coleman regarding Lot 147, Sherbourne subdivision, part 5.
2. Amendment to Other Property Lease to Fairview Properties regarding Parcel C, Calumet subdivision, part 1.
3. Amendment of Other Property Lease to Entergy Mississippi regarding easement 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 March 20, 2023.

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:

Lot 147, Sherbourne Subdivision, Pt 5
Per Plat Cabinet D at Slide 156, City of Madison, Section 16, Township 7 North,
Range 2 East, Madison County, Mississippi
Parcel #072E-16B-256

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

LESSEE:
Bonita Ruth Coleman
168 Sonnett Circle
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 3 day of April, 2023, by and between the Madison County, Mississippi, Board of Education Trustees of the Madison County School District 16th Section School Lands Trust (“Lessor”) and **Bonita Ruth Coleman** (“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 21st day of July, 2006, and terminating on the 20th day of July, 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 2077 at Page 793**, being located in Section 16, Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described as:

Lot 147 of Sherbourne Subdivision, Part 5, 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 156, 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 20th day of March, 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.

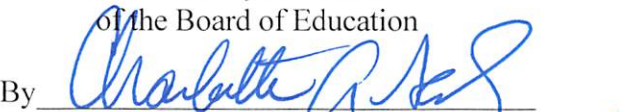
The Lease, as amended by this Notice to Renew, is ratified and confirmed as the valid and subsisting agreement of the parties but without waiver of remedies for any presently existing default.

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: 
Samuel C. Kelly, President

of the Board of Education
By: 
Charlotte A. Seals, Superintendent of
Education

LESSEE:



Bonita Ruth Coleman

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

By: _____
_____, President
of the Board of Supervisors

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 _____, 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]

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 3 day of April, 2023, within my jurisdiction, the within named **Samuel C. Kelly** 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.

Ashley Browning
NOTARY PUBLIC



My Commission Expires:
[SEAL]

STATE OF MISSISSIPPI
COUNTY OF Hinds

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 6th day of April, 2023, within my jurisdiction, the within named **Bonita Ruth Coleman**, who acknowledged to me that she executed the above and foregoing instrument.

Kamesha B. Mumford
NOTARY PUBLIC



My Commission Expires:
3-2-2024
[SEAL]

Extension/2023/#1401 Coleman

INDEXING: Parcel C, Calumet Subdivision, Part 1 per Plat Cabinet D at Slide 57 which consists of 1.91 acres, more or less, in SE1/4 of Section 16, Township 7 North, Range 2 East, City of Madison, Madison County, Mississippi (Tax Parcel #072E-16C-002/42.00)

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:

Fairview Properties, Inc.
201 Calumet Drive
Madison, MS 39110
Telephone: (601)_____

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 February 15, 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 Other Property Lease by document recorded in Book 2917 at Page 419 (hereinafter the "Lease Contract") in the office of the Chancery Clerk of Madison County, Mississippi, which describes the following property, to-wit:

Parcel C, of Calumet Subdivision, Part One, 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 No. 57, reference to which is hereby made in aid of and as a part of this description.

WHEREAS, said Lease Contract has a lease term beginning on the 13th day of January, 2013 and ending on the 12th day of January, 2053; and,

WHEREAS, said Lease Contract requires annual rental payments in the amount of Fifty-five and no/100 Dollars (\$55.00), on or before January 13th each year; and

WHEREAS, lease payments have been received by Lessor in said amount for each year through 2022; 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 January 13, 2023; 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 January 13th 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	\$50.00
6-10	\$55.00
11-20	\$145.00
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 3 day of April, 2023.

LESSOR:

MADISON COUNTY, MISSISSIPPI,
BOARD OF EDUCATION

By: Samuel C. Kelly
Samuel C. Kelly, President

ATTEST:

_____, Secretary

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

LESSEE:

Fairview Properties, Inc

By: Horace B. Lester, Jr.
Horace B. Lester, Jr., President
by Standa R. Lester
(Spouse - P.A.)

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 __ 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]

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 February, 2023, within my jurisdiction, the within named **Horace B. Lester, Jr.**, who acknowledged to me that he is President of **Fairview Properties, Inc.**, a Mississippi 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.

[Signature]
NOTARY PUBLIC



My Commission Expires: July 22, 2025

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 3 day of April, 2023, within my jurisdiction, the within named Samuel C. 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.

[Signature]
NOTARY PUBLIC



My Commission Expires: _____

[SEAL]

INDEXING: 0.51± acre, more or less in NE1/4 NE1/4 Section 16, Township 8 North, Range 1 West, Town of Flora, 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:

Entergy Mississippi, Inc. LLC (ME)
Attn: ~~Richard Stevens~~ Matthew Ingram (MI)
905 Highway 80 East
Clinton, MS 39056
Telephone: 601-925-6511

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 January 30, 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 Other Property Lease by document recorded in

Book 2906 at Page 1 (hereinafter the "Lease Contract") in the office of the Chancery Clerk of Madison County, Mississippi, which describes the following property, to-wit:

A non-exclusive easement for an overhead electrical distribution line measuring approximately 750 feet in length and 30 feet in width in the NE1/4 of the NE1/4 of Section 16, Township 8 North, Range 1 West, Madison County, Mississippi, as depicted on the plat attached hereto as Exhibit "A".

The 30 foot wide easement consists of 0.51± acres, more or less.

WHEREAS, said Lease Contract has a lease term beginning on the 3rd day of February, 2013 and ending on the 2nd day of February, 2053; and,

WHEREAS, said Lease Contract requires annual rental payments in the amount of One Thousand Fifty and no/100 (\$1050.00), on or before February 3rd each year; and

WHEREAS, lease payments have been received by Lessor in said amount for each year through 2022; 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 February 3, 2023; 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 February 3rd of each year during the term hereof, annual

rentals in advance according to the following schedule:

<u>YEAR</u>	<u>ANNUAL RENTAL</u>
1 - 10	\$ 1,050.00
11-20	\$ 2,300.00
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 3 day of April, 2023.

LESSOR:

MADISON COUNTY, MISSISSIPPI,
BOARD OF EDUCATION

By: Samuel C. Kelly
Samuel C. Kelly, President

ATTEST:

_____, Secretary

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

LESSEE:

Entergy Mississippi, ^{LLC} ~~Inc.~~, a Mississippi
Corporation

By: Matthew Ingram
Matthew Ingram (Print Name)
Right of Way Agent (Title)

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 ___ 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]

STATE OF MISSISSIPPI
COUNTY OF Hinds

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 1st day of March, 2023, within my jurisdiction, the within named Matthew Ingram, who acknowledged to me that he/she is Right of Way Agent of **Entergy Mississippi, Inc.**, a Mississippi corporation, and that for and on behalf of the said Entergy Mississippi, Inc., and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized so to do.

(MB)



[Signature]
NOTARY PUBLIC

My Commission Expires:

[SEAL] Commission Expires Dec. 2, 2024

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 3 day of April, 2023, within my jurisdiction, the within named Samuel C. 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 being duly authorized so to do.



[Signature]
NOTARY PUBLIC

My Commission Expires

[SEAL]