



MADISON COUNTY
SCHOOLS

MARK OF EXCELLENCE

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

June 6, 2023

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

RE: Documents for June 19, 2023 Board Approval

To Whom It May Concern:

Enclosed please find the following documents:

1. Amendment to Commercial Lease to Victory Sport, LLC, regarding 5.308 acres in 8N-2E.
2. Amendment to Other Property Lease to City of Madison regarding 10.45 acres for airport runway in 7N-2E.
3. Amendment to Other Property Lease to City of Madison regarding 11 acre tree trimming easement in 7N-2E.
4. Amendment to Other Lease to City of Madison regarding 14.92 acres for runway protection zone in 7N-2E.
5. Amendment to Other Lease to William and Hayden Speed regarding Lot 8, Block 24, Jones Addition.

It is requested that the Board of Supervisors approve the enclosed documents at the upcoming Board of Supervisors' meeting to be held June 19, 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 INSTRUCTIONS: 5.308 acres, more or less located in the SW1/4 SE1/4 and SE1/4 SW1/4 of Section 16, Township 8 North, Range 2 East, 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:

Victory Sport, LLC
1888 Main Street
Suite C #253
Madison, MS 39110
Telephone: (601)832-6269

PREPARED BY:

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

AMENDMENT TO 16TH SECTION COMMERCIAL LEASE CONTRACT

WHEREAS, by instrument dated May 6, 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 Sj and Sj, LLC, which instrument was recorded in Book 2943 at Page 430, in the records

in the office of the Chancery Clerk of Madison County, Mississippi (hereinafter the "Lease Contract"), which leasehold was assigned to **Victory Sport, LLC**, a Mississippi Limited Liability Company (hereinafter the "Lessee"), by document dated November 7, 2022 and recorded in Book 4280 at Page 322 in the office of the hereinbefore mentioned Chancery Clerk, which 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 8th day of May, 2013 and ending on the 7th day of May, 2053; and,

WHEREAS, said Lease Contract requires annual rental payments in the amount of Fourteen Thousand and no/100 Dollars (\$14,000.00), on or before May 8th each year, beginning with the May 8, 2013 payment; 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), 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 thirtieth anniversary date of the commencement of the Lease Contract is May 8, 2023; 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 May 8th of each year during the term hereof, beginning with the May 8, 2023 payment, annual rentals in advance in the amount of Forty-one Thousand Six Hundred Dollars and no/100 (\$41,600.00).

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


WITNESS MY HAND this the 5th day of June, 2023.

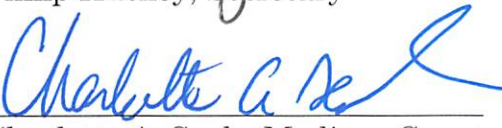
LESSOR:

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

By: 
Samuel C. Kelly, President

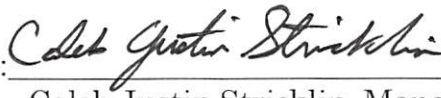
ATTEST:


Philip Huskey, Secretary


Charlotte A. Seals, Madison County
Superintendent Of Education

LESSEE:

Victory Sport, LLC,
A MISSISSIPPI LIMITED LIABILITY
COMPANY

By: 
Caleb Justin Stricklin, Manager

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 26th day of April, 2023, within my jurisdiction, the within named **Caleb Justin Stricklin**, who acknowledged to me that he is the Manager of **Victory Sport, LLC, a Mississippi Limited Liability Company**, and that for and on behalf of the said Victory Sport, LLC, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

John D. Harrison
NOTARY PUBLIC

My Commission Expires:

3/26/23



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 June, 2023, within my jurisdiction, the within named **Samuel C. Kelly, Philip Huskey 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]



INDEXING: Lot 8, Block 24, Jones Addition, Town of Flora, Section 16, Township 8 North, Range 1 West, Madison County, Mississippi (Parcel #051E-16B-013).

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:

William J. Speed and
Hayden Speed
PO Box 806
Ridgeland, MS 39158
Telephone: 601-987-0202

PREPARED BY:

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

**AMENDMENT TO 16TH SECTION OTHER
CLASSIFICATION PROPERTY LEASE CONTRACT**

WHEREAS, by instrument dated April 7, 2003, 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 Bryan W. Estes, which instrument was recorded in Book 531 at Page 497 and

amended in Book 1703 at Page 385 and again in Book 2895 at Page 370, in the records in the office of the Chancery Clerk of Madison County, Mississippi (hereinafter the "Lease Contract"), which leasehold was assigned to **William J. Speed** and **Hayden Speed** (hereinafter the "Lessee"), by document recorded in Book 3657 at Page 113 in the office of the hereinbefore mentioned Chancery Clerk, which describes the following property, to-wit:

Lot 8, Block 24 of the Jones Addition to the Town of Flora, Section 16, Township 8 North, Range 1 West, Madison County, Mississippi, as depicted on the Covington Map of 1909 on file and of record in the office of the Chancery Clerk of Madison County, Mississippi in Canton, Mississippi.

It is intended to describe, whether accurately described herein or not, that parcel reflected on the current tax rolls as parcel number 051E-16B-013/00.00.

WHEREAS, said Lease Contract has a lease term beginning on the 10th day of March, 2003 and ending on the 9th day of March, 2043; and,

WHEREAS, said Lease Contract requires annual rental payments in the amount of Five Hundred Fifty and no/100 Dollars (\$550.00), on or before March 10th 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), 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 twentieth anniversary date of the commencement of the Lease Contract is March 10, 2023; 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 March 10th of each year during the term hereof, beginning with the March 10, 2023 payment, annual rentals in advance in the amount of Six Hundred Seventy-Five and no/100 Dollars (\$675.00).

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 June, 2023.

LESSOR:

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

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

ATTEST:

P. Huskey
Philip Huskey, Secretary

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

LESSEE:



William J. Speed


Hayden Speed

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

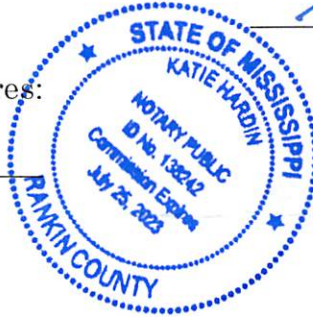
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this the 25th day of March, 2023, within my jurisdiction the within named **William J. Speed** and **Hayden Speed** who acknowledged that they executed the above and foregoing instrument.

Katie Hardin

NOTARY PUBLIC

My Commission Expires:

July 25, 2023
[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 June, 2023, within my jurisdiction, the within named **Samuel C. Kelly, Philip Huskey 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.

Doney Browning

NOTARY PUBLIC

My Commission Expires:

[SEAL]



INDEXING INSTRUCTIONS: 11.00 acres, more or less, in SW1/4 of 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
Attn: Mayor Mary Hawkins-Butler
P.O. Box 40
Madison, MS 39110
Telephone: (601)856-7116

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 FOR
TREE TRIMMING EASEMENT AND RIGHT-OF-WAY

WHEREAS, by instrument dated May 20, 2003, 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 534 at Page 977 (hereinafter the "Lease Contract") in the office of the Chancery

Clerk of Madison County, Mississippi, which describes the following property, to-wit:

Commencing at the common corner of Sections 16, 17, 20 and 21, of Township 7 North, Range 2 East, City of Madison, Madison County, Mississippi; thence East along the line dividing Sections 16 and 21 a distance of 534.49 feet; thence North 04 degrees 33 minutes 44 seconds West a distance of 520.52 feet; thence North 85 degrees 26 minutes 16 seconds East a distance of 100.00 feet; thence North 04 degrees 33 minutes 44 seconds West a distance of 200.00 feet; thence North 13 degrees 05 minutes 35 seconds West a distance of 1,011.18 feet to the POINT OF BEGINNING; thence North 13 degrees 05 minutes 35 seconds West a distance of 281.36 feet; thence South 89 degrees 36 minutes 08 seconds East a distance of 299.72 feet; thence North 01 degrees 49 minutes 22 seconds East a distance of 450.46 feet; thence North 85 degrees 26 minutes 16 seconds East a distance of 598.05 feet; thence South 03 degrees 58 minutes 07 seconds West a distance of 707.83 feet; thence South 85 degrees 26 minutes 16 seconds West a distance of 800.00 feet back to the POINT OF BEGINNING of the above described parcel of land containing 11.00 acres, more or less, lying in the SW1/4 of the aforesaid Section 16, Township 7 North, Range 2 East, City of Madison, Madison County, Mississippi.

WHEREAS, said Lease Contract has a lease term beginning on the 16th day of June, 2003 and ending on the 15th day of June, 2043; and,

WHEREAS, said Lease Contract requires annual rental payments in the amount of Eight hundred eighty and no/100 Dollars (\$880.00.00), on or before June 16th 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 twentieth anniversary date is June 16, 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 June 16th of each year during the term hereof, annual rentals in advance according to the following schedule:

<u>YEAR</u>	<u>ANNUAL RENTAL</u>
1	\$ 779.17 (Pro-rated)
2-10	\$1,100.00
11-20	\$2,200.00 (Begins June 16, 2013)
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 June, 2023.

LESSOR:

MADISON COUNTY, MISSISSIPPI,
BOARD OF EDUCATION

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

ATTEST:

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

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 June, 2023, within my jurisdiction, the within named **Samuel C. Kelly** 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]



LESSEE:

CITY OF MADISON, MISSISSIPPI

By: Mary Hawkins Butler
Mary Hawkins-Butler, Mayor

ATTEST:

Susan B Crandall
Susan B. Crandall, City Clerk

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 16th day of May, 2023, within my jurisdiction, the within named **Mary Hawkins-Butler**, who acknowledged to me that she is Mayor of the **City of Madison, Mississippi**, and that for and on behalf of the said City of Madison, and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized so to do.

Lisa C. Winstead
NOTARY PUBLIC

My Commission Expires:

[SEAL]



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

Gerald Steen, President

ATTEST:

Ronnie 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 **Gerald Steen**, 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]

INDEXING INSTRUCTIONS: 14.95 acres, more or less, in SW1/4 of 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
Attn: Mayor Mary Hawkins-Butler
P.O. Box 40
Madison, MS 39110
Telephone: (601)856-7116

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 FOR
RUNWAY PROTECTION ZONE EASEMENT AND RIGHT-OF-WAY

WHEREAS, by instrument dated May 20, 2003, 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 534 at Page 963 (hereinafter the "Lease Contract") in the office of the Chancery

Clerk of Madison County, Mississippi, which describes the following property, to-wit:

Commencing at the common corner of Sections 16, 17, 20 and 21, of Township 7 North, Range 2 East, City of Madison, Madison County, Mississippi; thence East along the line dividing Sections 16 and 21 a distance of 534.49 feet; thence North 04 degrees 33 minutes 44 seconds West a distance of 520.52 feet; thence North 85 degrees 26 minutes 16 seconds East a distance of 100.00 feet; thence North 04 degrees 33 minutes 44 seconds West a distance of 200.00 feet to the POINT OF BEGINNING; thence North 13 degrees 05 minutes 35 seconds West a distance of 1,011.18 feet; thence North 85 degrees 26 minutes 16 seconds East a distance of 800.00 feet; thence South 03 degrees 58 minutes 07 seconds West a distance of 1,011.18 feet; thence South 85 degrees 36 minutes 16 seconds West a distance of 500.00 feet back to the POINT OF BEGINNING of the above described parcel of land containing 14.92 acres, more or less, lying in the SW1/4 of the aforesaid Section 16, Township 7 North, Range 2 East, City of Madison, Madison County, Mississippi.

WHEREAS, said Lease Contract has a lease term beginning on the 16th day of June, 2003 and ending on the 15th day of June, 2043; and,

WHEREAS, said Lease Contract requires annual rental payments in the amount of Seven Thousand One Hundred Sixty Two and no/100 Dollars (\$7,162.00), on or before June 16th 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 twentieth anniversary date is June 16, 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 June 16th of each year during the term hereof, annual rentals in advance according to the following schedule:

<u>YEAR</u>	<u>ANNUAL RENTAL</u>
1	\$3,173.33 (Pro-rated)
2-10	\$4,480.00
11-20	\$7,162.00 (Begins June 16, 2013)
21-30	\$17,900.00
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 5 day of June, 2023.

LESSOR:

MADISON COUNTY, MISSISSIPPI,
BOARD OF EDUCATION

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

ATTEST:

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

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 June, 2023, within my jurisdiction, the within named **Samuel C. Kelly** 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]



LESSEE:

CITY OF MADISON, MISSISSIPPI

By: Mary Hawkins Butler
Mary Hawkins-Butler, Mayor

ATTEST:

Susan B. Crandall
Susan B. Crandall, City Clerk

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 16th day of May, 2023, within my jurisdiction, the within named **Mary Hawkins-Butler**, who acknowledged to me that she is Mayor of the **City of Madison, Mississippi**, and that for and on behalf of the said City of Madison, and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized so to do.

Lisa C. Winstead
NOTARY PUBLIC

My Commission Expires:



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

Gerald Steen, President

ATTEST:

Ronnie 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 **Gerald Steen**, 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]

INDEXING INSTRUCTIONS: 10.45 acres, more or less, in SW1/4 of Section 16, Township 7 North, Range 2 East, City of Madison, Madison County, Mississippi (Parcel #072E-16C-001 and #072E-16C-005)

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
Attn: Mayor Mary Hawkins-Butler
P.O. Box 40
Madison, MS 39110
Telephone: (601)856-7116

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 FOR AIRPORT RUNWAY

WHEREAS, by instrument dated May 20, 2003, 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 534 at Page 950 (hereinafter the "Lease Contract") in the office of the Chancery

Clerk of Madison County, Mississippi, which describes the following property, to-wit:

Commencing at the common corner of Sections 16, 17, 20 and 21, of Township 7 North, Range 2 East, City of Madison, Madison County, Mississippi; thence East along the line dividing Sections 16 and 21 a distance of 534.49 feet to the POINT OF BEGINNING; thence North 04 degrees 33 minutes 44 seconds West a distance of 520.52 feet; thence North 85 degrees 26 minutes 16 seconds East a distance of 100.00 feet; thence North 04 degrees 33 minutes 44 seconds West a distance of 200.00 feet; thence North 85 degrees 26 minutes 16 seconds East a distance of 500.00 feet; thence South 04 degrees 33 minutes 44 seconds East a distance of 200.00 feet; thence North 85 degrees 26 minutes 16 seconds East a distance of 50.00 feet; thence South 04 degrees 33 minutes 44 seconds East a distance of 572.39 feet to a point on the South line of aforesaid Section 16; thence West along said South line a distance of 652.06 feet back to the POINT OF BEGINNING of the above described parcel of land containing 10.45 acres, more or less, and lying in the SW1/4 of Section 16, Township 7 North, Range 2 East, City of Madison, Madison County, Mississippi.

WHEREAS, said Lease Contract has a lease term beginning on the 16th day of June, 2003 and ending on the 15th day of June, 2043; and,

WHEREAS, said Lease Contract requires annual rental payments in the amount of Six Thousand Two Hundred Seventy and no/100 Dollars (\$6,270.00), on or before June 16th 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 twentieth anniversary date is June 16, 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 June 16th of each year during the term hereof, annual rentals in advance according to the following schedule:

<u>YEAR</u>	<u>ANNUAL RENTAL</u>
1	\$2,960.83 (Pro-rated)
2-10	\$4,180.00
11-20	\$6,270.00 (Begins June 16, 2013)
21-30	\$16,700.00
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 5 day of June, 2023.

LESSOR:

MADISON COUNTY, MISSISSIPPI,
BOARD OF EDUCATION

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

ATTEST:

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

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 June, 2023, within my jurisdiction, the within named **Samuel C. Kelly** 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.

Osney Browning
NOTARY PUBLIC

My Commission Expires:

[SEAL]



LESSEE:

CITY OF MADISON, MISSISSIPPI

By: Mary Hawkins Butler
Mary Hawkins-Butler, Mayor

ATTEST:

Susan B Crandall
Susan B. Crandall, City Clerk

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 16th day of May, 2023, within my jurisdiction, the within named **Mary Hawkins-Butler**, who acknowledged to me that she is Mayor of the **City of Madison, Mississippi**, and that for and on behalf of the said City of Madison, and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized so to do.

Lisa C. Winstead
NOTARY PUBLIC

My Commission Expires:



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

Gerald Steen, President

ATTEST:

Ronnie 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 **Gerald Steen**, 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/2023/File#35 Amendment to City of Madison's Airport Runway