



MADISON COUNTY
SCHOOLS

MARK OF EXCELLENCE

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

August 8, 2023

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

RE: Document for August 21, 2023 Board Approval

To Whom It May Concern:

Enclosed please find the following document:

1. Parking Lot Lease to Madison Ridgeland Academy regarding 5.0969 acres in 7N-2E.

It is requested that the Board of Supervisors approve the enclosed document at the upcoming Board of Supervisors' meeting to be held August 21, 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

EXHIBIT "B" to PROJECT AGREEMENT WITH COVENANTS

Prepared by:

Alexander L. Bondurant
MS State Bar #104553
Adams and Reese LLP
1018 Highland Colony Parkway, Suite 800
Ridgeland, MS 39150
(601) 292-0765

Return to:

Madison County School District
Attn: 16th Section Land Manager
476 Highland Colony Parkway
Ridgeland, MS 39157
(601) 499-0800

STATE OF MISSISSIPPI
COUNTY OF MADISON

INDEXING INSTRUCTIONS:

Southwest ¼ of Section 16, T7N, R2E; Calumet Gardens - Plat Book D, Page 59, Madison County, Mississippi.

PARKING LOT LEASE
16TH SECTION PUBLIC SCHOOL TRUST LAND

THIS 16TH SECTION PUBLIC SCHOOL TRUST LANDS PARKING LOT LEASE, (hereinafter "Lease Agreement"), is made and entered into this the ____ day of August 2023, by and between the LESSOR,

Madison County School District
Attn: 16th Section Manager
476 Highland Colony Parkway
Ridgeland, MS 39157
(601) 499-0800

and LESSEE,

Madison Ridgeland Academy
Attn: Termie Land
7601 Old Canton Road
Madison, Mississippi 39110
(601)-856-4455

WITNESSETH:

That, for the term and in consideration of the rentals hereinafter set forth, and the covenants, conditions, and by the authority and under the direction of the Board of Education for the Madison County School District, LESSOR does hereby lease and rent unto LESSEE the following described land (hereinafter called "Subject Property") to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE AS IF COPIED FULLY HEREIN.

1. **Term.** Subject to the other provisions herein contained, the term of this Lease Agreement shall be for forty (40) years, beginning on the _____ day of July 2023 (the "Effective Date") and ending on the _____ day of _____, 2053.

2. **Rent.** LESSEE covenants and agrees to pay as rent to LESSOR the sum of Twenty-Three Thousand Three Hundred and Ninety AND 00/100 DOLLARS (\$23,390.00) per annum which shall be due on or before the Effective Date each year of this Lease Agreement. In the event of termination or cancellation, any rental payment made shall be non-refundable. Rents shall be readjusted periodically pursuant to the rent adjustment clause contained in Paragraph 3 of this Lease Agreement. In the event LESSEE is delinquent in the payment of rent, LESSEE shall pay a late charge equal to fifteen percent (15%) of the amount of rent past due for more than thirty (30) days and thereafter shall pay interest on any rent past due at an annual rate (the "Default Rate") equal to the maximum rate then allowed by law or, if there is no maximum rate, then a rate equal to five percent (5%) per annum above the discount rate, excluding any surcharge thereon, on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district in which the LESSOR is located, calculated according to the actuarial method.

3. **Rent Adjustment.** The fifth (5th) and each subsequent fifth (5th) anniversary dates from the of the commencement of this Lease Agreement shall be the effective dates of rental adjustments (the "Rent Adjustment Period"), and on such dates, the amount of annual rental due and payable hereunder shall be adjusted in the manner hereafter described to reflect the current fair market rental value of the Subject Property.

(a) LESSOR shall use its best efforts to cause the Subject Property to be reappraised and a redetermination made of the annual fair market rental amount within six (6) months before any readjustment date. In the event the LESSOR shall fail to instigate reappraisal within the six (6) months preceding any rent adjustment date, LESSOR shall not be deemed to have waived this provision requiring rent adjustment, and in such event (at any time after a rent adjustment date), LESSOR may proceed to have the Subject Property reappraised and an adjusted rent determined for any such readjustment period. The adjusted rent shall be effective on the required adjustment date, and LESSEE shall pay any deficiency to LESSOR within thirty (30) days of the determination of the adjusted rent. The reappraisal shall be made pursuant to the Mississippi Code of 1972, § 29-3-69, or pursuant to the statute then in effect governing such leases and procedures for determining fair market rental value. The reappraisal shall establish the fair market value of the property unencumbered by this lease and shall reflect the market rate of return at the time but shall be no less than the minimum acceptable percentage provided by the statute in effect. Unless altered by the procedures described below, the amount of rent so determined as of each rental adjustment date shall be paid until the next rental adjustment date, or for the balance of the lease as the case may be. The appraisal process described in this subparagraph (a) may be referred to hereafter as the "Statutory Procedure." The cost of the reappraisal shall be borne by the LESSEE, using an appraiser selected by LESSOR.

(b) Should the Statutory Procedure result in an increase in rent over the amount previously due, LESSEE, by notice in writing given to the LESSOR within fifteen (15) days after receiving notice of the increase, shall have the right to elect an alternate method of determining the current fair market rental value of the Subject Property (the "Alternate Procedure") as follows:

(1) LESSEE may provide an appraisal by a Mississippi licensed appraiser having the qualifications hereafter described giving an opinion of current fair market annual rental value based on (I) the fair market value of the land unencumbered by this lease and (II) a reasonable percentage of return on comparable land investments as of the rental adjustment date. The written report of LESSEE'S appraiser shall be delivered to LESSOR within forty-five (45) days after the date on which LESSOR gave notice of an increase in rent under the Statutory Procedure. UPON FAILURE TO PROVIDE AN ALTERNATE APPRAISAL WITHIN THE TIME ALLOWED, LESSEE SHALL FORFEIT THE RIGHT TO PURSUE THE ALTERNATE

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PROCEDURE, AND ANNUAL RENT DETERMINED UNDER THE STATUTORY PROCEDURE SHALL BECOME DUE AND PAYABLE.

(2) The two appraisers shall make a good faith effort to reconcile their differences. If they have been unable to do so within ten (10) days after delivery of the report of LESSEE'S appraiser, the two appraisers, within such ten (10) day period, shall each submit the names of three appraisers having the qualifications hereafter described who practice in Mississippi to serve as a review appraiser, and they shall select the review appraiser from names in common on the two lists. If there is no name in common on the two lists, or if the person selected shall decline to serve, then each appraiser shall submit another list of three names of persons meeting the same criteria.

(3) The review appraiser shall review and analyze the two appraisal reports, and if needed, inspect the land, consult with the two appraisers, review their assumptions and source information, and request corrections, revisions, and additions to the appraisal reports. The review appraiser may also consider relevant information from his own files, conduct such independent investigation as he deems appropriate, and may consider comparable transactions which occurred after the rental adjustment date.

(4) The review appraiser shall report his opinion of annual fair market rent, and LESSOR and LESSEE shall accept such amount as the current fair market rental value of the Subject Property.

- (c) If LESSEE requests the Alternate Procedure, LESSEE shall pay all fees and expenses of the LESSEE'S appraiser, the review appraiser, and any additional charges of LESSOR'S appraiser. The review appraiser, however, shall perform his duties in an independent and impartial manner irrespective of the source of payment of his fees and expenses.
- (d) The annual rentals on any adjustment date shall not be reduced below the amount established upon the initial date of this lease, except upon determination by the Statutory Procedure.
- (e) The amount of rent determined in the above manner shall be remitted on or before the rental adjustment date or, if the rental adjustment procedures are concluded after such date, then promptly upon conclusion of such procedures effective as of the rental adjustment date.
- (f) The rent adjustment procedures will not delay the due date of rent at the existing annual rate and will not affect LESSOR'S right to declare a default, if such rent is not timely paid.
- (g) LESSEE'S appraiser and the review appraiser must be members of the same organization of appraisers as LESSOR'S appraiser, or an organization having higher requirements for admission, and must have the same or higher designation (such as, for example, Member Appraisal Institute). If LESSOR'S appraiser belongs to more than one organization, the other appraisers must belong to the organization having the highest standards and qualifications for membership. If the organization has multiple designations for appraisers, the review appraiser and LESSEE'S appraiser must hold the same or a higher designation as held by LESSOR'S appraiser.

4. Taxes. LESSEE covenants and agrees to pay any and all general and special taxes and assessments, if ever any there be, applicable to the above-described property and LESSEE'S interest therein; further, LESSEE covenants and agrees to pay any and all survey costs and recording fees in connection with this Lease Agreement or any other fees so determined by law. All payments for general and special taxes and assessments shall be made directly to the governmental authority responsible for collecting such taxes and assessments. During the final year of the lease term, LESSOR or the governmental authority responsible for collecting taxes and assessments may require payment of any such taxes or assessments in advance or require that other security be given to insure that taxes will be paid when due. In the event it becomes necessary for the County Tax Collector or any other authority responsible for collecting general and special taxes or assessments to retain the services of attorneys to collect any taxes or assessments due from LESSEE under this lease, then LESSEE agrees to pay all costs and expenses of such actions or collections, including a reasonable attorneys' fee for the County Tax Collector or such other authority responsible for collecting said taxes or assessments.

5. Default. The parties herein expressly agree that if default shall be made in the payment of any general or special tax or assessment or rent due, made pursuant to this Lease Agreement, then and in any event of default it shall be lawful for the

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LESSOR to enter upon the subject property, or any part thereof, after LESSOR has provided sixty (60) days prior written notice to the LESSEE and upon LESSEE'S failure to cure such default within said sixty (60) days, either with or without the process of law, to re-enter and repossess the same, and to distraint from any rent or assessment that may be due thereon, at the election of the LESSOR; but nothing here is to be construed to mean that LESSOR is not permitted to hold LESSEE liable for any unpaid rent or assessment during that time. As to all other conditions, covenants, and obligations imposed on LESSEE herein, enforcement shall be by proceeding at law or in equity against any person violating or attempting to violate said conditions, covenants, and obligations to restrain violation and recover damages, if any, including reasonable expenses of litigation including but not limited to fees charged by attorney's, expert witnesses, surveyors and appraisers, which LESSEE expressly agrees to pay. Such enforcement by proceedings at law or in equity may be instituted at any time after sixty (60) days written notice. Enforcement proceedings shall include the right of the tax collector to recover any tax, assessment, fees and costs and such rights shall extend to the Secretary of State if it institutes action pursuant to this Lease Agreement.

6. Remedies. In the event of any forfeiture, default or cancellation of this Lease Agreement or termination of the term therefore aforesaid, LESSEE shall quit, deliver up, and surrender possession of the Subject Property, and, if applicable, all LESSOR-owned structures and improvements thereon, at LESSOR'S sole risk, to the LESSOR, and thereupon, this Lease Agreement and all agreements and covenants on the LESSOR'S behalf to be performed and kept, shall cease, terminate, and be utterly void, the same as if the Lease Agreement had not been made. At LESSOR'S option delivered in writing within thirty (30) days of the forfeiture, default or cancellation of this Lease Agreement, LESSEE shall be required to remove all LESSEE-owned improvements. Any removal of property from the Subject Property shall be accomplished so as to leave the Subject Property in a condition satisfactory to LESSOR. LESSEE shall remove all of the LESSEE'S property within one hundred and eighty (180) days of LESSOR providing written notice of its option. LESSEE shall be subject to the accrual of rent during the said one hundred and eighty (180) day period. If after said one hundred and eighty (180) day period LESSEE'S property is not removed, LESSOR, at it's sole option, may either (i) accept the Subject Property in its present condition or (ii) remove LESSEE'S property and seek reimbursement for its removal. In addition thereto, LESSOR shall be entitled to whatever remedies it may have at law or equity for the collection of any unpaid rental hereunder, or for any other sums, for damages or otherwise, that it may have sustained on account of the LESSEE'S nonfulfillment or nonperformance of the terms and conditions of this Lease Agreement, including costs for removing LESSEE-owned improvements.

7. Assignment and Sub-Leasing. LESSEE shall have the right to sell, assign, transfer, and/or convey to others the whole of this Lease Agreement upon receipt of prior written consent of LESSOR, which shall not be unreasonably withheld, payment of a Two Hundred Dollar (\$200.00) assignment fee, and the required consent plus additional requirements, if any, of the Secretary of State of the State of Mississippi or other applicable government officials. Additionally, any assignee of this Lease Agreement must agree to be bound by all terms, conditions, covenants, and obligations of the Lease Agreement and no partial assignments shall be permitted. Lessee is expressly prohibited from sub-leasing the Subject Property without the express written consent of the Lessor, which may be withheld in its sole discretion. Sub-Leasing of the Subject Property without the notice and prior written approval of Lessor shall be considered a material default under this Lease Agreement.

8. Regulatory Compliance. LESSEE shall comply with all applicable laws, rules, municipal ordinances, and regulations concerning LESSEE'S use of the property and/or obligations under this Lease Agreement and be responsible for acquiring all permits and permissions necessary for its Use (as defined herein) of the Subject Property. This obligation shall include, but not be limited to, compliance with federal, state, and local environmental regulations concerning the air, water, and soil, endangered species, wetlands, and other laws, rules, and regulations that may presently exist or hereafter be adopted. In the event of contamination of the air, water, or soil arising out of any LESSEE use, LESSEE shall be responsible for all mandated remediation and monitoring with this obligation, to survive termination of this Lease Agreement.

9. Environmental Accidents. LESSEE shall immediately furnish written notice of all spills, leaks, accidents, or similar matters on the Subject Property to LESSOR at the address provided in Paragraph 11 of this Lease Agreement. LESSEE shall also furnish LESSOR a copy of all filings, including but not limited to, concerning environmental issues, required bylaws, rules, or regulations arising out of any spills, leaks, accidents, or other matters arising out of the use and occupation of the Subject Property by LESSEE. Nothing in this Paragraph 9 shall place any duty of cleanup or remediation of property upon LESSOR, with those duties being exclusively LESSEE'S. LESSEE, its employees, agents, contractors, and invitee's use of any herbicides shall follow all federal, state and local government regulations and all applications of said herbicides shall follow application directions and warnings on the label directions.

10. Insurance. LESSEE shall maintain contractual and comprehensive general liability insurance with a company acceptable to LESSOR, or self-insure, with a minimum combined single limit of liability of One Million Dollars (\$1,000,000.00) (and the members of LESSEE shall collectively maintain a similar policy or self-insure for an excess limit of liability of One Million

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Dollars (\$1,000,000.00) for personal injuries or death of persons or destruction of property arising out of any pipelines or electric transmission lines that are subject to this Lease Agreement. LESSEE shall furnish proof of insurance (or self-insurance for LESSEE'S members, if applicable) to LESSOR, shall keep this insurance (or self-insurance for LESSEE'S members, if applicable) in full force and effect, and shall furnish LESSOR notice if the coverage is placed with another insurance company (or if the self-insurance for LESSEE'S members is managed by another company, if applicable). The amount of this insurance shall be adjusted every ten (10) years on each tenth (10th) anniversary of this Lease Agreement for inflation, according to the procedures then set forth by the Office of the Secretary of State of Mississippi.

11. Notices. All notices specified by this Lease Agreement shall be in writing and sent by registered or certified mail, postage prepaid or national overnight carrier at the following addresses or hand-delivered in person to the following persons. By written notice, either party may change the persons or addresses.

To LESSOR:

Madison County School District
Attn: 16th Section Land Manager
476 Highland Colony Parkway
Ridgeland, MS 39157
(601) 499-0800

To LESSEE:

Madison Ridgeland Academy
Attn: Termie Land
7601 Old Canton Road
Madison, Mississippi 39110
(601)-856-4455

12. Use. LESSEE, its successors, and assigns are only entitled to use the Subject Property for the purposes of constructing and maintaining a passenger vehicle parking lot and related infrastructure, guard houses, lights, gates and other traffic calming devices as is necessary to service Madison Ridgeland Academy and may be used by only LESSEE'S agents, employees, students, guests, and invitees (the "Use"). LESSEE'S Use of the Subject Property is subject to the covenants and restrictions set out on Exhibit B attached hereto, which is expressly incorporated herein.

13. Indemnification. LESSEE shall protect, indemnify, defend save, and hold harmless the State of Mississippi and LESSOR, its officers, board members, employees, and agents, from and against all claims, demands, liabilities, suits, injuries, and any and all losses or damages and costs of every kind and nature whatsoever ("loss"), including but not limited to all court costs and attorney's fees and all personal injury or death and/or damage to any person or entity including, but not limited to, LESSOR and its property or other loss arising out of any alleged noncompliance with laws or caused by LESSEE'S exercise of its rights under this Lease Agreement and/or resulting from the actions or omissions of LESSEE in connection with its presence on or any use of the Subject Property by it, its officers, agents, subcontractors, employees, or invitees. However, it is understood that the indemnity provided by LESSEE as described in this Paragraph 13 shall not extend to intentional or negligent acts of LESSOR, its officers, or agents. In the event the intentional or negligent acts of LESSOR, its officers, or agents are not the direct and sole proximate cause for one hundred percent (100%) of the loss of claim, LESSEE shall be responsible to fulfill its obligations under this Paragraph 13 for the percentage of liability not attributable to LESSOR, its officers, or agents.

14. Waste. Subject to Paragraph 13 above, LESSEE shall be responsible for any damage that may be caused to LESSOR'S property by the activities of the LESSEE, its employees, agents, contractors, and invitees under this Lease Agreement, and shall exercise reasonable care and act as a prudent operator in the protection of all improvements, timber, and other property of LESSOR, which may be located on the Subject Property, or in the vicinity whereon, against fire or damage from any and all other causes, except natural causes. LESSEE, its employees, agents, contractors, and invitees shall exercise reasonable care in conducting the activities described above and shall not, in any event, commit waste or allow waste to be committed.

15. Curing Default. Notwithstanding any provisions of this Lease Agreement containing a default provision, any present or future holder of a mortgage or deed of trust securing money loaned on these facilities shall have the right of a thirty (30) day notice of default within which to cure any default which may be cured by the payment of money. In addition, for any other default for which a forfeiture of said Lease Agreement may be invoked, such holder of such mortgage or deed of trust shall be entitled to a notice in writing of the claimed default and shall have a reasonable time, which shall not be less than sixty (60) days, to either require the correction of such default or in lieu thereof to protect itself through the exercise of a power of sale and thereby acquire a leasehold in the Subject Property and correct such default. LESSEE hereby covenants and agrees to notify LESSOR of the existence of all such mortgages, deeds of trust, and other secured encumbrances and that, in the absence of such notice, LESSOR has no obligation whatsoever to notify any such holder of said encumbrance.

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16. Quiet Possession. LESSEE shall have quiet and peaceful possession of the Subject Property as long as LESSEE is in compliance with the terms of this Lease Agreement.

17. Execution. LESSEE hereby covenants and agrees that if an execution or process is levied upon the Subject Property or if a petition of bankruptcy be filed by or against the LESSEE in any court of competent jurisdiction, then LESSOR shall have the right at its option, to terminate this Lease Agreement, except that LESSEE, its lenders, or a bankruptcy trustee on behalf of LESSEE, as applicable, shall have a period of one hundred and eighty (180) days to cure following such execution, process, or petition through (i) monthly payments of the rent required to be paid hereunder during such one hundred and eighty (180) day period and (ii) at the end of such one hundred and eighty (180) day period, payment of the remaining amount of annual rent due hereunder. This Lease Agreement shall terminate if (a) an execution or process is levied upon the Subject Property or if a petition of bankruptcy be filed by or against the LESSEE in any court of competent jurisdiction, and (b) following such execution, process, or petition, this Lease Agreement is rejected by LESSEE or a bankruptcy trustee, on behalf of LESSEE, as applicable.

18. Reservations. LESSOR reserves title to all timber, oil or gas, coal, lignite or other minerals in, on, or under the Subject Property, together with the right to enter and remove the same, but not in a manner which interferes with LESSEE'S operations on the Subject Property.

19. Rights-of-Way. LESSOR reserves the right to grant or sell rights-of-way across the subject property for roads, highways, railroads, fiber optic cables or any public utility line. Provided that any such roads, highways, railroads, fiber optic cables or public utility lines be constructed in a manner so as not to interfere with LESSEE'S permitted Use of the Subject Property.

20. Successors. To the extent assignment of this Lease Agreement is allowed by other provisions in this Lease Agreement, this Lease Agreement shall be binding upon the LESSEE'S successors and assigns.

21. Recording. LESSOR shall deliver this Lease Agreement to the Chancery Clerk of Madison County, Mississippi for recording, and LESSEE has herewith delivered to LESSOR a check in the sum of _____ Dollars (\$ _____) payable to such Chancery Clerk as recording fees.

22. Immunity. No provision of this Lease Agreement, whether requiring LESSEE to maintain insurance or to indemnify LESSOR or otherwise, shall be construed as a waiver by LESSOR of any provision of law related to governmental immunity.

23. Interpretation. LESSOR and LESSEE acknowledge that this Lease Agreement has been drafted by both parties, and any ambiguities will not be construed against a single party.

24. Secretary of State. By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease Agreement in accordance with the Secretary's authority for general supervision of Sixteenth Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the Board of Education for the Madison County School District has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the Sixteenth Section Public School Trust Land.

25. Supervisory Right. The Secretary of State, as supervisory trustee, shall have the right to institute any action to enforce the terms of this Lease Agreement in the event LESSOR fails to do so in a timely manner. In the event the Secretary of State institutes legal action to enforce the terms of this Lease Agreement, the Secretary of State shall have all rights as are conferred to LESSOR.

26. Governing Law. This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi, and jurisdiction and venue for any actions arising from this Lease Agreement and any amendments hereto shall rest exclusively in the Chancery Court of Madison County, Mississippi.

27. Additional Provisions. This Lease Agreement contains an Exhibit "B." Any additional or special provisions to this Lease Agreement are set forth in Exhibit "B" and incorporated by reference as if copied fully herein.

28. Entire Agreement. This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this agreement. This Lease Agreement contains Exhibits "A," and "B." If Exhibits "A," and "B" are not attached to this Lease Agreement, then this Lease Agreement shall be null and void.

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PARKING LOT LEASE**

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29. Counterparts. This Lease Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all of which shall collectively constitute one and the same instrument. Each party executing a counterpart shall be bound thereby with the same force and effect as if all parties executed the same instrument.

30. Surrender and Quitclaim. Lessee does hereby release, assign, quitclaim and convey unto Lessor all of its right, title and interest in and to those certain lease instruments recorded in Book 385, Page 345, as amended in Book 399, Page 99, Book 460, Page 124 and Book 3932, Page 653 as to the portion of the Property covered by each of these instruments.

Signature Pages to follow.

IN WITNESS WHEREOF, the undersigned have executed this instrument by authority duly given and effective as of the date first above written.

LESSOR:

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

By: *Samuel C. Kelly*
Samuel C. Kelly, President of the
Board Of Education

By: *Charlotte A. Seals*
Charlotte A. Seals, 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 7 day of Aug, 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.

My Commission Expires:

[SEAL]



Ashley Browning
NOTARY PUBLIC

[Faint, illegible text and signatures]



LESSEE:

Madison Ridgeland Academy,
a Mississippi non-profit corporation

By: _____

Name: Termie Land

Its: Head of School

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY, APPEARED BEFORE ME, the undersigned authority in and for the said County and State, within my jurisdiction, the within named Termie Land, who acknowledged that he is the Head of School of Madison Ridgeland Academy, a Mississippi non-corporation, and that for and on behalf of said corporation, and as its act and deed, he/she signed, sealed, and delivered the above and foregoing instrument for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said corporation so to do.

Given under my hand and official seal this the ____ day of July 2023.

NOTARY PUBLIC

[SEAL]

My Commission Expires: _____

**Board of Supervisors
of Madison County, Mississippi**

Acting by and through:

Name: _____
Board President

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the aforesaid County and State, within my jurisdiction, the within named _____, who acknowledged that he is the President of the Board of Supervisors of Madison County, Mississippi, who acknowledged that for and on behalf of the said Board of Supervisors, acting for and on behalf of Madison County, Mississippi, he executed the above and foregoing instrument, after first having been duly authorized by said Board of Supervisors so to do as the act and deed of such Board of Supervisors and by its authority, on the day and year therein stated.

Given under my hand and official seal this the ____ day of July 2023.

NOTARY PUBLIC

[SEAL]

My Commission Expires: _____

By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease Agreement in accordance with the Secretary's authority for general supervision of 16th Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the School Board of the Poplarville School District has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

State of Mississippi,
By and through the Office of the Secretary of State

Michael D. Watson, Jr.,
Secretary of State

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, within my jurisdiction, the within named Michael D. Watson, Jr., who acknowledged to me that he is the Secretary of State of the State of Mississippi and that in said representative capacity, he executed the above and foregoing instrument for and on behalf of the State of Mississippi, after first having been duly authorized so to do.

Given under my hand and official seal this the ____ day of _____, 2023.

NOTARY PUBLIC

[SEAL]

My Commission Expires: _____

**EXHIBIT "A"
DESCRIPTION OF PROPERTY**

A parcel or tract of land, containing **5.0762 acres**, more or less, lying and being situated in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 16, T7N-R2E, City of Madison, Madison County, Mississippi, being a part of Calumet Gardens, A Re-Subdivision of Lots 2,3,4,5,6,7 and 8 of Calumet Professional Park (Cabinet D, Slide 59), as shown on map or plat of same in Plat Cabinet "E" at Slide 70-B of the Records of the Office of the Chancery Clerk of said Madison County, at Canton, Mississippi, and being more particularly described as follows:

BEGINNING at the NW corner of the above referenced Calumet Gardens; run thence

North 89 degrees 25 minutes 28 seconds East along the Northerly boundary of said Calumet Gardens, for a distance of 392.36 feet to the NE corner, thereof; thence

Along the Easterly boundary of said Calumet Gardens to points at each of the following calls;
South 13 degrees 29 minutes 05 seconds East for a distance of 373.48 feet; thence
South 04 degrees 47 minutes 14 seconds East for a distance of 20.33 feet; thence

Leaving the Easterly boundary of said Calumet Gardens, run to points at each of the following calls;

South 00 degrees 23 minutes 01 seconds West for a distance of 85.35 feet; thence
South 33 degrees 04 minutes 31 seconds West for a distance of 36.48 feet; thence
South 89 degrees 31 minutes 12 seconds West for a distance of 139.59 feet; thence
Continue South 89 degrees 31 minutes 12 seconds West for a distance of 169.84 feet; thence
South 80 degrees 50 minutes 22 seconds West for a distance of 89.11 feet; thence

South 55 degrees 46 minutes 53 seconds West for a distance of 66.94 feet to the Westerly boundary of the above referenced Calumet Gardens, said point also lying on the Easterly Right-Of-Way of Old Canton Road, as it existed in April, 2023; thence

Along the Westerly boundary of said Calumet Gardens and the Easterly Right-Of-Way of said Old Canton Road to points at each of the following calls;

North 04 degrees 23 minutes 23 seconds West for a distance of 29.64 feet; thence

154.60 feet along the arc of a 973.00 foot radius curve to the right, said arc having a 154.44 foot chord which bears North 00 degrees 09 minutes 45 seconds East; thence

North 04 degrees 42 minutes 52 seconds East for a distance of 93.35 feet; thence

253.58 feet along the arc of a 1027.00 foot radius curve to the left, said arc having a 252.94 foot chord which bears North 02 degrees 21 minutes 33 seconds West; thence

North 09 degrees 25 minutes 58 seconds West for a distance of 20.36 feet to the **POINT OF BEGINNING** of the above described parcel or tract of land.

**EXHIBIT "B"
ADDITIONAL PROVISIONS**

[NTD: CONFIRMING RESTRICTIONS WITH ALL PARTIES AND BOARD]



MADISON COUNTY
SCHOOLS

MARK OF EXCELLENCE

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

August 8, 2023

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

RE: Documents for August 21, 2023 Board Approval

To Whom It May Concern:

Enclosed please find the following document:

1. First Amendment to Commercial Cellular Tower Lease Agreement to New Cingular Wireless regarding 1 acre and access easement in 8N-1E. (2 original documents)

It is requested that the Board of Supervisors approve the enclosed document at the upcoming Board of Supervisors' meeting to be held August 21, 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

**FIRST AMENDMENT TO
RENEGOTIATED 16TH SECTION PUBLIC SCHOOL TRUST LANDS
COMMERCIAL CELLULAR TOWER LEASE AGREEMENT**

WHEREAS, by instrument dated September 10, 2008, 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 16th Section Public School Trust Lands Commercial Cellular Tower Lease Agreement to **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, by and through its Attorney In Fact, **Crown Castle South LLC**, a Delaware limited liability company (hereinafter called "Lessee"), which instrument was recorded in the official records of Madison County, Mississippi ("Official Records") on November 4, 2008 in Book 2366 at Page 405 (hereinafter the "Lease Agreement").

WHEREAS, said Lease Agreement has a lease term beginning on the 1st day of May, 2008 and ending on the 30th day of April, 2028. The Lease Agreement provides for one (1) extension of twenty (20) years, which expires on April 30, 2048 if exercised; and,

WHEREAS, said Lease Agreement requires annual rental payments in the amount of Thirteen Thousand and no/100 Dollars (\$13,000.00), on or before May 1 each year; and

WHEREAS, lease payments have been received by Lessor in said amount for each year through 2023; and

WHEREAS, said Lease Agreement, pursuant to paragraph (3A), states that the subject property should be reappraised prior to the fifth, tenth and fifteenth anniversary dates of the commencement of the Lease Agreement; and,

WHEREAS, the fifteenth anniversary date of the commencement of the Lease Agreement is May 1, 2023; and,

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

WHEREAS, Lessor and Lessee desire to amend the Lease Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease Agreement.

2. Rent. Paragraph (3) of the Lease Agreement 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 1st of each year during the term hereof, beginning with the May 1, 2023 payment, annual rentals in advance in the amount of Thirteen Thousand Five Hundred and no/100 Dollars (\$13,500.00).

Within thirty (30) days of the date of this First Amendment, Lessee will pay to Lessor Five Hundred and no/100 Dollars (\$500.00), which represents the difference in the amount of rental payment already paid and the increased rental amount set forth above.

3. Notices. Lessee's notice address as stated in Section 24 of the Lease Agreement is amended as follows:

If to Lessee:

New Cingular Wireless PCS, LLC
AT&T Network Real Estate Administration
Re: Fixed Asset No. 10015716
Suite 13-F West Tower
575 Morosgo Drive
Atlanta, Georgia 30324

With a copy to:

AT&T Legal Department -- Network
Attention: Network Counsel
Re: Fixed Asset No. 10015716
208 S. Akard Street
Dallas, Texas 75202-4206

With a copy to:

Crown Castle South LLC
General Counsel
Attn: Legal – Real Estate Department
Re: 812150 (BUN), FLORA (Site Name)
2000 Corporate Drive
Canonsburg, PA 15317

4. Counterparts. This First Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

5. Remainder of Lease Agreement Unaffected. In all other respects, the remainder of the Lease Agreement shall remain in full force and effect. Any portion of the Lease Agreement that is inconsistent with this First Amendment is hereby amended to be consistent.

6. Recordation. Lessee, at its cost and expense, shall have the right to record a memorandum of this First Amendment in the Official Records at any time following the execution of this First Amendment by all parties hereto.

[Signature pages follow]

Lessor and Lessee have caused this First Amendment to be duly executed on the day and year first written above.

WITNESS MY HAND this the 7 day of Aug, 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

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 7th day of August, 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.

Dana Nickens

NOTARY PUBLIC

My Commission Expires:

May 23, 2025

[SEAL]



[Lessee Execution Page Follows]

✓



This First Amendment is executed by Lessee as of the date first written above.

LESSEE:

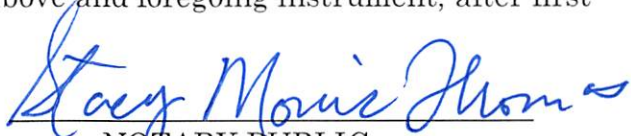
NEW CINGULAR WIRELESS PCS, LLC, a
Delaware limited liability company

By: Crown Castle South LLC, a Delaware
limited liability company
Its: Attorney In Fact

By: 
Print Name: Matthew Norwood
Title: Director Nat'l REO

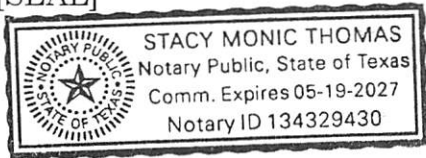
STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and
for the said county and state, on this 25 day of July, 2023, within my
jurisdiction, the within named Matthew Norwood, who acknowledged to me
that he/she is the authorized signer of **Crown Castle South LLC**, a Delaware
Limited Liability Company, and that for and on behalf of the said company, and as
its act and deed, he/she executed the above and foregoing instrument, after first
having been duly authorized so to do.


NOTARY PUBLIC

My Commission Expires:
5-19-2027

[SEAL]



**FIRST AMENDMENT TO
RENEGOTIATED 16TH SECTION PUBLIC SCHOOL TRUST LANDS
COMMERCIAL CELLULAR TOWER LEASE AGREEMENT**

WHEREAS, by instrument dated September 10, 2008, 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 16th Section Public School Trust Lands Commercial Cellular Tower Lease Agreement to **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, by and through its Attorney In Fact, **Crown Castle South LLC**, a Delaware limited liability company (hereinafter called "Lessee"), which instrument was recorded in the official records of Madison County, Mississippi ("Official Records") on November 4, 2008 in Book 2366 at Page 405 (hereinafter the "Lease Agreement").

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WHEREAS, lease payments have been received by Lessor in said amount for each year through 2023; and

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WHEREAS, the fifteenth anniversary date of the commencement of the Lease Agreement is May 1, 2023; and,

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

WHEREAS, Lessor and Lessee desire to amend the Lease Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

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New Cingular Wireless PCS, LLC
AT&T Network Real Estate Administration
Re: Fixed Asset No. 10015716
Suite 13-F West Tower
575 Morosgo Drive
Atlanta, Georgia 30324

With a copy to:

AT&T Legal Department -- Network
Attention: Network Counsel
Re: Fixed Asset No. 10015716
208 S. Akard Street
Dallas, Texas 75202-4206

With a copy to:

Crown Castle South LLC
General Counsel
Attn: Legal – Real Estate Department
Re: 812150 (BUN), FLORA (Site Name)
2000 Corporate Drive
Canonsburg, PA 15317

4. Counterparts. This First Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

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6. Recordation. Lessee, at its cost and expense, shall have the right to record a memorandum of this First Amendment in the Official Records at any time following the execution of this First Amendment by all parties hereto.

[Signature pages follow]

Lessor and Lessee have caused this First Amendment to be duly executed on the day and year first written above.

WITNESS MY HAND this the 7th day of August, 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

Reviewed and approved by the Madison County Board of Supervisors, this the 7th 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 7th day of August, 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.

Dana Nickens
NOTARY PUBLIC

My Commission Expires:

MAY 23, 2025
[SEAL]



[Lessee Execution Page Follows]



This First Amendment is executed by Lessee as of the date first written above.

LESSEE:

NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company

By: Crown Castle South LLC, a Delaware limited liability company
Its: Attorney In Fact

By: 
Print Name: Matthew Norwood
Title: Director Nat'l REO

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 25 day of July 2023, within my jurisdiction, the within named Matthew Norwood, who acknowledged to me that he/she is the authorized signer of **Crown Castle South LLC**, a Delaware Limited Liability Company, and that for and on behalf of the said company, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized so to do.


NOTARY PUBLIC

My Commission Expires:

05-19-2027
[SEAL]

