MADISON COUNTY
SCHOOLS
MARK OF EXCELLENCE

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

June 4, 2024

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

RE: Documents for June 17, 2024 Board Approval

To Whom It May Concern:

Enclosed please find the following documents:

- Amendment to Commercial Lease to The Estes Companies, LLC, regarding .37 acres in parts of Lots 4, 5 and 6, Jones East Addition.
- Amendment to Commercial Lease to Meredith Ann's, LLC regarding Lot 1, Block 18, Jones Addition, Town of Flora.
- Amendment to Commercial Lease to Meredith Ann's, LLC regarding Lot 2, Block 18, Jones Addition, Town of Flora.

It is requested that the Board of Supervisors approve the enclosed document at the upcoming Board of Supervisors' meeting to be held June17, 2024.

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

Ashley Browning
16th Section Land Manager

INDEXING: 0.37 acres, more or less, consisting of part of Lots 4, 5 and 6, Jones East Addition to the Town of Flora, in Section 16, Township 8 North, Range 1 West, 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:

The Estes Companies, LLC
ATTN: Bryan Estes
PO Box 256
Flora, MS 39071
Telephone: (769)233-4006

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

AMENDMENT TO 16TH SECTION RENEGOTIATED COMMERCIAL PROPERTY LEASE CONTRACT

WHEREAS, by instrument dated May 22, 2014, the **MADISON COUNTY, MISSISSIPPI, BOARD OF EDUCATION TRUSTEES** of the MADISON COUNTY SCHOOL DISTRICT 16TH SECTION SCHOOL LANDS TRUST (hereinafter called "Lessor"), granted a Renegotiated Sixteenth Section Commercial Property Lease to

THE ESTES COMPANIES, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY (hereinafter called "Lessee"), by document recorded in Book 3102 at Page 703 in the office of the Chancery Clerk of Madison County, Mississippi (hereinafter the "Lease Contract"), which describes the following property, to wit:

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

WHEREAS, said Lease Contract has a lease term beginning on the 20th day of May, 2014 and ending on the 19th day of May, 2054; and,

WHEREAS, said Lease Contract requires annual rental payments in the amount of Four Hundred Fifty and no/100 Dollars ($450.00) for the first ten years of the lease, on or before May 20th each year; and

WHEREAS, lease payments have been received by Lessor in said amounts for each year through 2023; 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 May 7, 2024; 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 May 20th of each year during the term

hereof, beginning with the May 7, 2024 payment, annual rentals in advance according to the following schedule:

YEAR	ANNUAL RENTAL
11-20	$450.00
21-30	$1,480.00
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 3 day of June, 2024.

LESSOR:

MADISON COUNTY, MISSISSIPPI,
BOARD OF EDUCATION

By: _____
Samuel C. Kelly, President

ATTEST:

_____
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 3 day of June, 2024, 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.

_____
NOTARY PUBLIC

My Commission Expires:
_____
[SEAL]

STATE OF MISSISSIPPI
ASHLEY BROWNING
NOTARY PUBLIC
ID No. 290868
Commission Expires
May 3, 2025
MADISON COUNTY


STATE OF MISSISSIPPI
SHELLY BROWNING
NOTARY PUBLIC
ID No. 82660
Commission Expires
May 2, 2026
MADISON COUNTY

LESSEE:

THE ESTES COMPANIES, LLC,
A Mississippi Limited Liability Company

By:_____
Bryan Estes, Member

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 6TH day of MAY, 2024, within my jurisdiction, the within named **Bryan Estes**, who acknowledged to me that he is a Member of **The Estes Companies, LLC, a Mississippi limited liability company**, and that for and on behalf of the said The Estes Companies, LLC, 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:
12/27/24
[SEAL]

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 269807
MATTHEW R. DOWD
Commission Expires
Dec. 27, 2024
MADISON COUNTY

Reviewed and approved by the Madison County Board of Supervisors, this the ___ day of _____, 2024.

_____
Gerald Steen, 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 _____, 2024, 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]

Anendments\2024\/#135 Amendment

INDEXING: Lot 2, Block 18, Jones Addition, Town of Flora, Section 16, Township 8 North, Range 1 West, Madison County, Mississippi (Parcel #051E-16B-144/00.00)

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:

Meredith Ann's, LLC
ATTN: Meredith Ann Carter
242 Watertower Road
Bentonia, MS 39040
Telephone: (662)571-1221

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

AMENDMENT TO 16TH SECTION RENEGOTIATED COMMERCIAL PROPERTY LEASE CONTRACT

WHEREAS, by instrument dated April 19, 2004, the **MADISON COUNTY, MISSISSIPPI, BOARD OF EDUCATION TRUSTEES** of the MADISON COUNTY SCHOOL DISTRICT 16TH SECTION SCHOOL LANDS TRUST (hereinafter called "Lessor"), granted a Renegotiated Sixteenth Section Commercial Property Lease to **MEREDITH ANN'S, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY**

(hereinafter called "Lessee"), by document recorded in Book 1780 at Page 561 in the office of the Chancery Clerk of Madison County, Mississippi (hereinafter the "Lease Contract"), which describes the following property, to wit:

> Lot 2, Block 18, Jones Addition to the Town of Flora, Madison County, Mississippi, according to the map or plat thereof of record in the office of the Chancery Clerk of Madison County, 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-144.

WHEREAS, said Lease Contract has a lease term beginning on the 7th day of May, 2004 and ending on the 6th day of May, 2044; and,

WHEREAS, said Lease Contract requires annual rental payments in the amount of One Hundred Eighty and no/100 Dollars ($180.00) for the second ten years of the lease, on or before May 7th each year; and

WHEREAS, lease payments have been received by Lessor in said amounts for each year through 2023; 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 May 7, 2024; 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 May 7th of each year during the term hereof, beginning with the May 7, 2024 payment, annual rentals in advance according to the following schedule:

YEAR	ANNUAL RENTAL
11-20	$180.00
21-30	$552.00
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 3 day of June, 2024.

LESSOR:

MADISON COUNTY, MISSISSIPPI,
BOARD OF EDUCATION

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

ATTEST:

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 3 day of June, 2024, 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.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

STATE OF MISSISSIPPI
ASHLEY BROWNING
NOTARY PUBLIC
ID No. 290868
Commission Expires
May 3, 2025
MADISON COUNTY

STATE OF MISSISSIPPI
HINDS & COUNTIES
NOTARY PUBLIC
ID NO. 2004
Commission Expires
May 3, 2023

LESSEE:

MEREDITH ANN'S, LLC,
A Mississippi Limited Liability Company

By: _____
Meredith Ann Carter, Member

STATE OF MISSISSIPPI
COUNTY OF Madison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 10 day of May, 2024, within my jurisdiction, the within named **Meredith Ann Carter**, who acknowledged to me that he is a Member of **Meredith Ann's, LLC, a Mississippi limited liability company**, and that for and on behalf of the said Meredith Ann's, LLC, 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:
Feb. 1, 2028
[SEAL]

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 430655
SHILOH TURNER
Commission Expires
Feb. 1, 2028
HOLMES COUNTY

Reviewed and approved by the Madison County Board of Supervisors, this the ___ day of _____, 2024.

_____
Gerald Steen, 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 _____, 2024, 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]

Anendments\2024\/#190 Amendment

INDEXING: Lot 1, Block 18, Jones Addition, Town of Flora, Section 16, Township 8 North, Range 1 West, Madison County, Mississippi (Parcel #051E-16B-143/00.00)

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:

Meredith Ann's, LLC
ATTN: Meredith Ann Carter
242 Watertower Road
Bentonia, MS 39040
Telephone: (662)571-1221

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

AMENDMENT TO 16TH SECTION RENEGOTIATED COMMERCIAL PROPERTY LEASE CONTRACT

WHEREAS, by instrument dated April 19, 2004, the **MADISON COUNTY, MISSISSIPPI, BOARD OF EDUCATION TRUSTEES** of the MADISON COUNTY SCHOOL DISTRICT 16TH SECTION SCHOOL LANDS TRUST (hereinafter called "Lessor"), granted a Renegotiated Sixteenth Section Commercial Property Lease to **MEREDITH ANN'S, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY**

(hereinafter called "Lessee"), by document recorded in Book 1780 at Page 550 in the office of the Chancery Clerk of Madison County, Mississippi (hereinafter the "Lease Contract"), which describes the following property, to wit:

> Lot 1, Block 18, Jones Addition to the Town of Flora, Madison County, Mississippi, according to the map or plat thereof of record in the office of the Chancery Clerk of Madison County, 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-143.

WHEREAS, said Lease Contract has a lease term beginning on the 7th day of May, 2004 and ending on the 6th day of May, 2044; and,

WHEREAS, said Lease Contract requires annual rental payments in the amount of Two Hundred Sixteen and no/100 Dollars ($180.00) for the second ten years of the lease, on or before May 7th each year; and

WHEREAS, lease payments have been received by Lessor in said amounts for each year through 2023; 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 May 7, 2024; 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 May 7th of each year during the term hereof, beginning with the May 7, 2024 payment, annual rentals in advance according to the following schedule:

YEAR	ANNUAL RENTAL
11-20	$216.00
21-30	$552.00
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 3 day of June, 2024.

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

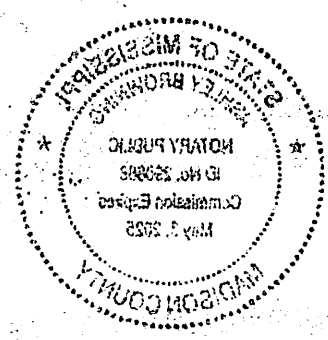
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 3 day of June, 2024, within my jurisdiction, the within named **Samuel C. Kelly** and **Charlotte A. Seals**, who acknowledged to me that they are President and Superintendent, respectively, of the **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]

STATE OF MISSISSIPPI
ASHLEY BROWNING
NOTARY PUBLIC
ID No. 290868
Commission Expires
May 3, 2025
MADISON COUNTY


STATE OF MISSISSIPPI
NOTARY PUBLIC
ID No. 250982
Commission Expires
May 2, 2025
MADISON COUNTY

LESSEE:

MEREDITH ANN'S, LLC,
A Mississippi Limited Liability Company

By: _____
Meredith Ann Carter, Member

STATE OF MISSISSIPPI
COUNTY OF Madison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 10 day of May, 2024, within my jurisdiction, the within named **Meredith Ann Carter**, who acknowledged to me that he is a Member of **Meredith Ann's, LLC, a Mississippi limited liability company**, and that for and on behalf of the said Meredith Ann's, LLC, 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:
Feb. 1, 2028
[SEAL]

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 430655
SHILOH TURNER
Commission Expires
Feb. 1, 2028
HOLMES COUNTY


STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 430855
SHILOH TURNER
Commission Expires
Feb 1, 2028
LAFAYETTE COUNTY

Reviewed and approved by the Madison County Board of Supervisors, this the ___ day of _____, 2024.

_____
Gerald Steen, 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 _____, 2024, 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]

Anendments\2024\/#289 Amendment