



MADISON COUNTY
SCHOOLS

MARK OF EXCELLENCE

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

October 2, 2024

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

RE: Documents for October 7, 2024 Board Approval

To Whom It May Concern:

Enclosed please find the following documents:

- Right of Way Instrument to Entergy regarding moving power lines about 10 feet north of existing location while replacing poles.
- Amendment to Other Property Lease to Wilson Land Investments, LLC regarding 3.52 acres in 8N-1E.
- Amendment to Other Property Lease to First Baptist Church of Flora regarding Lot 10, Jones Addition, Flora.

It is requested that the Board of Supervisors approve the enclosed documents at the upcoming Board of Supervisors' meeting to be held October 7, 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
16th Section Land Manager

DO NOT WRITE ABOVE THIS LINE

GRANTEE, PREPARED BY AND RETURN TO:

Entergy Mississippi, LLC
Right of Way Dept.
905 Hwy. 80 East
Clinton, MS 39056

Name: Matthew Ingram

Phone: (601) 925-6511

STATE OF MISSISSIPPI
COUNTY OF Madison

GRANTOR:

Name: Madison County Schools

Address: 476 Highland Colony
Ridgeland, MS 39157

Phone: 601-499-0800

Indexing Instructions: NW 1/4 of Section 16, Township 08N Range 01W
Line/Project Identification: Proj. No. C6PP349108
WR No. 46418470

RIGHT-OF-WAY INSTRUMENT
ENERGY MISSISSIPPI, LLC

KNOW ALL MEN BY THESE PRESENTS THAT: _____

Grantor(s), acting individually, and for, and on behalf of, my/our heirs, successors, assigns and any other person claiming the ownership to the property hereinafter described, collectively "Grantor", for and in consideration of One Dollar, in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, assign, convey unto and warrant and defend Entergy Mississippi, LLC, and its successors and assigns, collectively "Grantee", a right-of-way, servitude and easement 30 feet in width for the location, construction, reconstruction, improvements, repairs, operation, inspection, patrol, replacement and maintenance of electric power facilities, or the removal thereof, now or in the future, limited to wires and anchors over that land of Grantor in the County of Madison, State of Mississippi, described as follows, to-wit:

A parcel of land lying and being situated in the NW quarter of the NW quarter of Section 16, Township 08N, Range 01W, Madison County, Mississippi, as shown on Exhibit "A" attached hereto and made a part hereof;

together with the right of ingress and egress to and from said right-of-way across the adjoining land of the Grantor.

Grantee shall have the full and continuing right to clear and keep clear vegetation within or growing into said right-of-way and the further right to remove or modify from time to time trees, limbs, and/or vegetation outside the said right of way which Grantee considers a hazard to any of its electric power or communications facilities or a hazard to the rendering of adequate and dependable service to Grantor or any of Grantee's customers, by use of a variety of methods used in the vegetation management industry.

Proj. No. C6PP349108

WR No. 46418470

Grantor shall not construct or permit the construction of any structure, obstruction or other hazard within the said right-of-way, including but not limited to, house, barn, garage, shed, pond, pool or well, excepting only Grantor's fence(s) and Grantee's facilities. Grantor shall not construct or permit the construction of any buildings or other structures on land adjoining said right-of-way in violation of the minimum clearances from the lines and facilities of Grantee, as provided in the National Electrical Safety Code.

IN WITNESS WHEREOF, Grantor has executed this Right-of-Way Instrument on this 1 day of Oct, 2024.

GRANTOR:

BOARD OF TRUSTEES OF THE
Madison PUBLIC SCHOOL DISTRICT

BY: Samuel C. Kelly
Samuel C. Kelly, President

Ted Poore
Ted Poore, Superintendent

BOARD OF SUPERVISORS OF
_____ COUNTY, MISSISSIPPI

BY: _____
_____, President

ACKNOWLEDGMENTS

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 _____, 20____, within my jurisdiction, the within named _____, who acknowledged that he is PRESIDENT OF THE BOARD OF TRUSTEES OF THE _____ PUBLIC SCHOOL DISTRICT, and that for and on behalf of the said BOARD OF TRUSTEES OF THE _____ PUBLIC SCHOOL DISTRICT, 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:

Proj. No. _____

WR No. _____

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this 18th day of Oct, 2024, within my jurisdiction, the within named Samuel C. Kelly who acknowledged that he is SUPERINTENDENT OF Madison PUBLIC SCHOOL DISTRICT, and that in such capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.



Ashley Browning
NOTARY PUBLIC

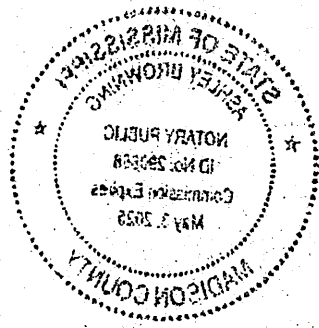
My commission expires:

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 20____, within my jurisdiction, the within named _____, who acknowledged that he is PRESIDENT OF THE BOARD OF SUPERVISORS OF _____ COUNTY, MISSISSIPPI, and that for and on behalf of the said BOARD OF SUPERVISORS OF _____ COUNTY, MISSISSIPPI, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

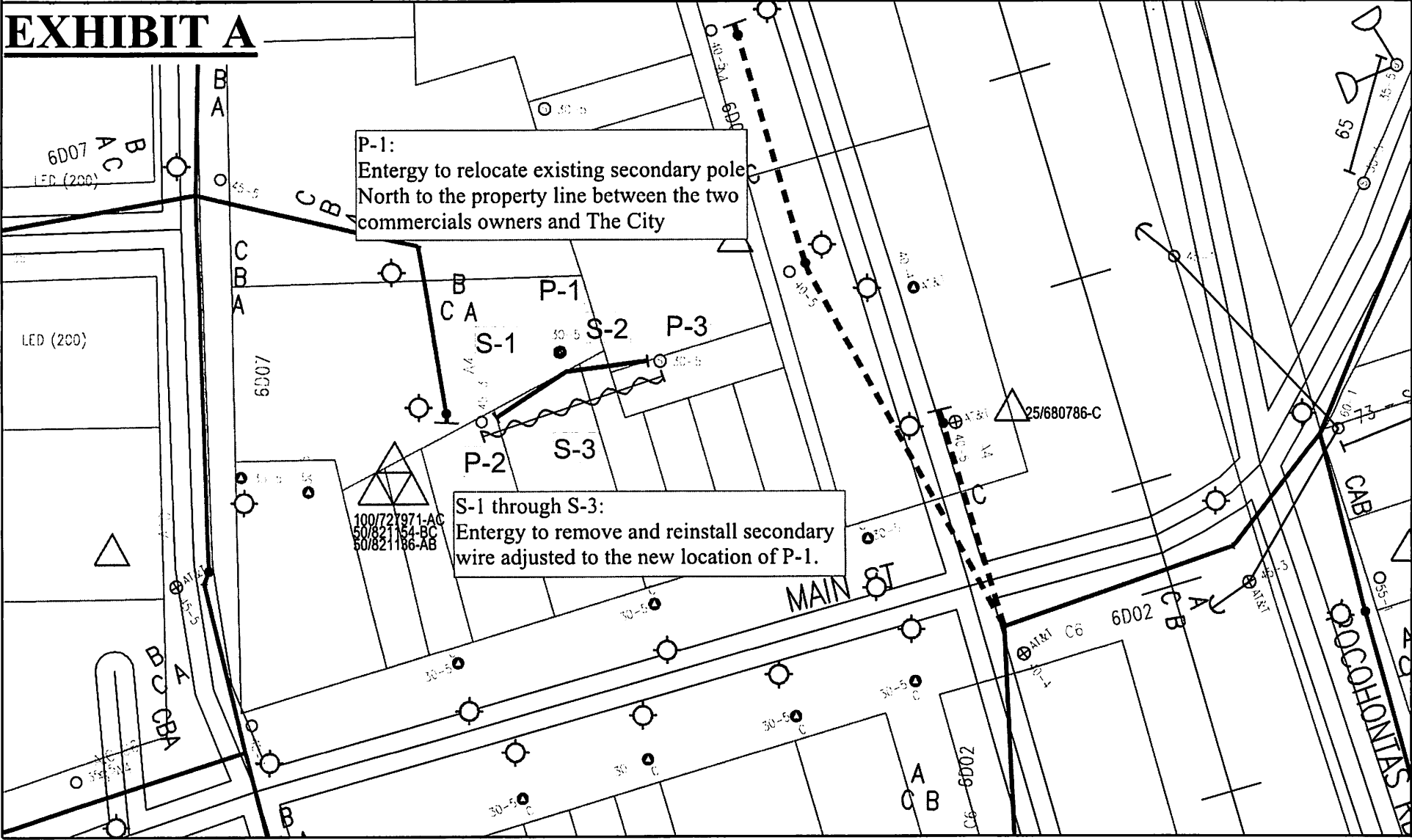
NOTARY PUBLIC

My commission expires:



Entergy	WO Title: 2024-MADISON-FLORA-6D07-RF060-JASON DEAN-RELOCATE SEC POLE		WO: 46418470	Rev#: 1
	Address: Main St., Flora		Work Order ID:	
Local Office: 9050	Cust Name: Jason Dean	County/Parish: Madison	Date: 08/27/24	ARC Flash:
Tax Dist: 0	Cust Svc Entrance Size:	Latitude: 32.5433	Designer: zdonne1	
WO Type:		Longitude: -90.3103	Sub: Flora	Phase:
Acct#:	SO#:	PAL SO#:	Circuit Bkr ID: 6D07	Page:
Phone#:	VCAP #:	Scale 1":71'		
Contact Person: Zack Donnelly	One Call #:			

EXHIBIT A



INDEXING: 3.52 acres, more or less, in E1/2 of SE1/4 Section 16, Township 8 North, Range 1 East, Madison County, Mississippi (Parcel #081E-16-001/03.03)

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:

Wilson Land Investments, LLC
Attn: Dr. Dale Wilson
488 Mannsdale Drive
Madison, MS 39110
Telephone: ~~(601)~~
(769) 257-8670

PREPARED BY:

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

AMENDMENT TO 16TH SECTION
OTHER PROPERTY LEASE CONTRACT

WHEREAS, by instrument dated March 3, 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 Sixteenth Section Other Property Lease by document recorded in

Q

Book 1767 at Page 952 (hereinafter the "Lease Contract") to the Woodbury Park Homeowners Association, a Mississippi non-profit corporation (hereinafter called "Lessee") in the office of the Chancery Clerk of Madison County, Mississippi, which describes the following property, to-wit:

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

WHEREAS, said Lease Contract has a lease term beginning on the 1st day of April, 2014 and ending on the 31st day of March, 2054; and,

WHEREAS, said Lease Contract requires annual rental payments in the amount of One Thousand Two Hundred Eighty seven dollars (\$1287.00) for the second ten years of the lease, on or before April 1st 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 April 1, 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 April 1st of each year during the term

hereof, annual rentals in advance according to the following schedule:

<u>YEAR</u>	<u>ANNUAL RENTAL</u>
1	\$2,644.00 (pro-rated)
2 - 10	\$2,800.00
10 - 19	\$3,380.00
20 - 29	As Adjusted Pursuant to Paragraph 3
30 - 39	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 1 day of Oct, 2024.

LESSOR:

MADISON COUNTY, MISSISSIPPI,
BOARD OF EDUCATION

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

ATTEST:

Ken McCoy
Ken McCoy, Secretary

Ted Poore
Ted Poore, 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 1 day of Oct, 2024, within my jurisdiction, the within named **Samuel C. Kelly**, **Ken McCoy** and **Ted Poore**, 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]



STATE OF MISSISSIPPI

NOTARY PUBLIC

[Signature]

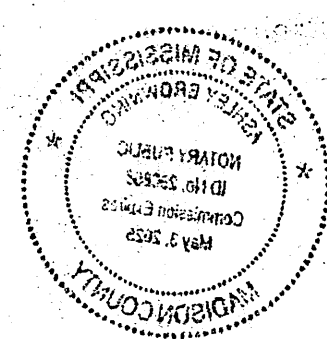
[Signature]

NOTARY PUBLIC

STATE OF MISSISSIPPI

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office, this _____ day of _____, 2025.

[Signature]



LESSEE:

Wilson Land Investments, LLC, a
Mississippi Limited Liability Company

By: [Signature]
Dale Wilson Member

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 16 day of Sept, 2024, within my jurisdiction, the within named Dale Wilson, who acknowledged to me that he/she is President of the **Wilson Land Investments, LLC, Mississippi 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.

[Signature]

NOTARY PUBLIC

My Commission Expires:

[SEAL]



WITNESSES:
[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]



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

Gerald Steen, President

ATTEST:

_____, 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]

EXHIBIT "A"

INDEXING INSTRUCTIONS: E 1/2 of the SE ¼ of Sec. 16, T-8-N, R-1-E, Madison
County, Mississippi.

The following description is based on the Mississippi State Plane Coordinate System, West Zone, NAD 83/93, grid values, using a combined scale factor of 0.999939268 and a convergence angle of 00 degrees 04 minutes 34 seconds developed at the **Point of Beginning**, derived from multiple 2 hour plus GPS static observations adjusted to CORS stations MSYZ and MSJK.

3.52 ACRES

Commencing at the northeast corner of Section 16, being represented by a long standing 6" round concrete monument, said point having a value of N:1107967.76, E:2340185.26 on the above referenced coordinate system thence run South 0 degrees 41 minutes 00 seconds West a distance of 3720.68 feet to a 1/2" rebar set on the south line of a 200 foot wide power line easement, said point having a value of N:1104247.34, E:2340140.89 on the above referenced coordinate system and being the **Point of Beginning** of the herein described tract;

From the **Point of Beginning** run thence South 00 degrees 41 minutes 00 seconds West a distance of 598.93 feet to the north line of the Stribling Road right of way as found in book 267, page 164, of the land records of Madison County, thence run along said right of way in a curve to the right a distance of 20.21 feet, said curve having a radius of 4165.00 feet, a delta angle of 0 degrees 16 minutes 41 seconds and a chord bearing South 68 degrees 41 minutes 23 seconds West for 20.21 feet; thence South 68 degrees 49 minutes 42 seconds West a distance of 137.84 feet to a point having a value of N:1103591.32, E:2339986.38 on the above referenced coordinate system; thence North 78 degrees 50 minutes 46 seconds West a distance of 79.31 feet to an existing concrete right of way marker on the east side of Highway 463; thence leave the right of way of Stribling Road and run along the east right of way of Highway 463, North 34 degrees 33 minutes 26 seconds West a distance of 298.26 feet to an iron pin set on its intersection with the south line of the previously referenced 200 foot power line easement; thence leave the highway right of way and run along the south line of said easement, North 45 degrees 27 minutes 55 seconds East a distance of 563.26 feet to the **Point of Beginning**, containing 3.52 acres, more or less, and situated in the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section 16, Township 8 North, Range 1 East, Madison County, in the Great State of Mississippi.

Richard T. Tolbert, PLS
Madison County Surveyor
100 Old Orchard Road
Madison, MS 39110

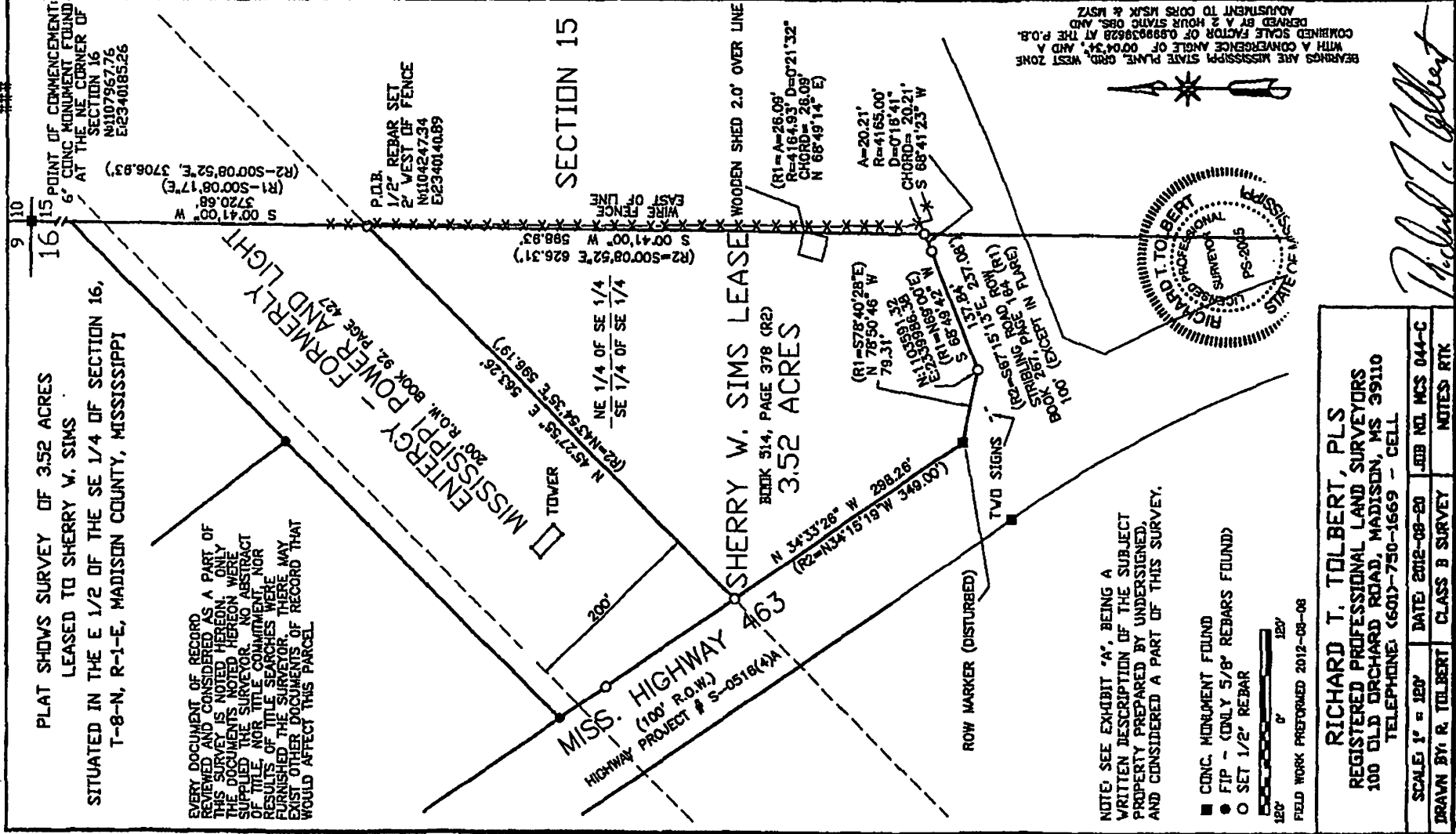
601-750-1669 (cell)

August 20, 2012

PLAT SHOWS SURVEY OF 352 ACRES
LEASED TO SHERRY W. SIMS

SITUATED IN THE E 1/2 OF THE SE 1/4 OF SECTION 16,
T-8-N, R-1-E, MADISON COUNTY, MISSISSIPPI

EVERY DOCUMENT OF RECORD
REVIEWED AND CONSIDERED AS A PART OF
THIS SURVEY IS NOTED HEREON. ONLY
THE DOCUMENTS NOTED HEREON WERE
SUPPLIED TO THE SURVEYOR. NO ABSTRACT
OF TITLE, NOR TITLE COMMITMENT, NOR
RESULTS OF TITLE SEARCHES WERE
FURNISHED TO THE SURVEYOR. THERE MAY
EXIST OTHER DOCUMENTS OF RECORD THAT
WOULD AFFECT THIS PARCEL.



BEARINGS ARE MEASURED IN STATE ZONE WITH A CONVERSION ANGLE OF 00°14' AND A DERIVED SCALE FACTOR OF 0.9999828 AT THE P.O.B. ADJUSTMENT TO CORRS KSKR & MS72

NOTE: SEE EXHIBIT 'A', BEING A WRITTEN DESCRIPTION OF THE SUBJECT PROPERTY PREPARED BY UNDERSIGNED, AND CONSIDERED A PART OF THIS SURVEY.

- CONC. MONUMENT FOUND
- FIP - (ONLY 5/8" REBARS FOUND)
- SET 1/2" REBAR

FIELD WORK PERFORMED 2012-08-08

RICHARD T. TOLBERT, PLS
REGISTERED PROFESSIONAL LAND SURVEYORS
100 OLD ORCHARD ROAD, MADISON, MS 39110
TELEPHONE: (601)-750-1669 - CELL

SCALE 1" = 120'	DATE 2012-08-20	JOB NO. MCS 044-C
DRAWN BY: R. TOLBERT	CLASS B SURVEY	NOTED RTK

Richard T. Tolbert

INDEXING: Lot 10, Jones Addition, Town of Flora, NW1/4 NW1/4 Section 16, Township 8 North, Range 1 West, Madison County, Mississippi (Parcel#051E-16B-050)

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:

First Baptist Church of Flora, Inc.
P.O. Box 163
Flora, MS 39071
Telephone: (601)879-8022

PREPARED BY:

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

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

WHEREAS, by instrument dated September 19, 1994, 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 Classification

Property Lease to **First Baptist Church of Flora, Inc., a Mississippi non-profit corporation** (hereinafter called "Lessee") by document recorded in Book 345 at Page 310 (hereinafter the "Lease Contract") in the office of the Chancery Clerk of Madison County, Mississippi, which describes the following property, to-wit:

Lot 10 of Jones Addition to the Town of Flora according to the 1909 Covington map in the office of the Chancery Clerk of Madison County, Mississippi.

WHEREAS, said Lease Contract has a lease term beginning on the 19th day of September, 1994 and ending on the 18th day of September, 2034; and,

WHEREAS, said Lease Contract was amended by document recorded in Book 3138 at Page 574 in the office of the Chancery Clerk of Madison County, Mississippi establishing a new annual lease fee based on reappraisal; and

WHEREAS, the amendment to the Lease Contract requires annual rental payments in the amount of Six Hundred Forty and no/100 Dollars (\$640.00), on or before September 19th each year, beginning with the 2014 payment; and

WHEREAS, lease payments have been received by Lessor in said amount 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 thirtieth anniversary date is September 19, 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:

2. Lessee covenants and agrees to pay or cause to be paid to Lessor annually, on or before September 19th of each year during the term hereof, beginning with September 19, 2024, annual rentals in advance in the amount of One Thousand Seven Hundred and no/100 Dollars (\$1,700.00), subject to the rent adjustment clause included herein. This rent represents eight percent (8%) of the present appraised fair market value of the subject property.

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

WITNESS MY HAND this the 1 day of Oct, 2024.

LESSOR:

MADISON COUNTY, MISSISSIPPI,
BOARD OF EDUCATION

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

ATTEST:

Ker McCoy
Ker McCoy, Secretary

Ted Poore
Ted Poore, 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 1 day of Oct, 2024, within my jurisdiction, the within named **Samuel C. Kelly, Ken McCoy and Ted Poore**, who acknowledged to me that they are President, Secretary and Superintendent, respectively, of the **Madison County Board of Education**, and that for and on behalf of the said Madison County Board of Education, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.



NOTARY PUBLIC

My Commission Expires:

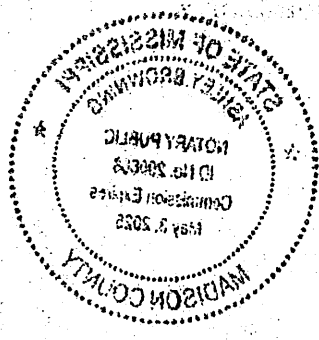
[SEAL]



STATE OF MISSISSIPPI
NOTARY PUBLIC

THE STATE OF MISSISSIPPI, COUNTY OF MADISON, do hereby certify that the following is a true and correct copy of the original as the same appears in the records of the Notary Public for the County of Madison, State of Mississippi, to-wit:

[Handwritten signature]



LESSEE:

**FIRST BAPTIST CHURCH OF FLORA,
INC., A MISSISSIPPI NON-PROFIT
CORPORATION**

By: Richard O. Hardy (Signature)
Richard O. Hardy (Print Name),
Chairman of Deacons

By: Virgil L. Sandifer (Signature)
Virgil L. Sandifer (Print Name),
Vice Chairman of Deacons

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 29th day of July, 2024, within my jurisdiction, the within named Richard O. Hardy, who acknowledged to me that he is Chairman of Deacons of the **First Baptist Church of Flora, Inc.**, a Mississippi non-profit corporation, and that for and on behalf of the said First Baptist Church of Flora, Inc., and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

Janice Green
NOTARY PUBLIC

My Commission Expires:



STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 29th day of July, 2024, within my jurisdiction, the within named Virgil L. Sandifer, who acknowledged to me that he is Vice Chairman of Deacons of the **First Baptist Church of Flora, Inc.**, a Mississippi non-profit corporation, and that for and on behalf of the said First Baptist Church of Flora, Inc., and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

Janice Green
NOTARY PUBLIC

My Commission Expires:



11/18/25

11/18/25
11/18/25
11/18/25

11/18/25
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11/18/25



11/18/25
11/18/25
11/18/25

11/18/25
11/18/25

11/18/25



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

Gerald Steen, President

ATTEST:

Ronnie Lott, Chancery 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]

Amendment\2024\File#651 Amendment to First Baptist Church Lease