
MADISON COUNTY SCHOOLS

Letitia H. Reeves
16th Section Land Manager

Ronnie L. McGehee
Superintendent of Education

117 Fourth Street • P.O. Box 159
Flora, Mississippi 39071
Toll Free: (800) 901-8379, Ext. 3005
Direct Line: (601) 879-3005
Receptionist: (601) 879-3000
Facsimile: (601) 879-8093
E-mail: lreeves@madison-schools.com

November 12, 2013

Madison County Board of Supervisors
ATTN: Ms. Cynthia Parker, Board Secretary
P.O. Box 404
Canton, MS 39046

RE: Documents for Board Approval

Dear Cynthia:

Enclosed please find the following documents:

1. Second Amendment to 16th Section Other Property Lease Contract to the Trustees for Good Hope Missionary Baptist Church regarding the 5.296 acres, more or less, located in Section 16, Township 8 North, Range 2 West (Cox Ferry Road), Madison County, Mississippi. NOTE: This amendment incorporates the new annual lease fee based on the required reappraisal
 2. Amendment to 16th Section Other Property Lease to Hartfield Property Owners Association, Inc. regarding 0.591± acre in Section 16, Township 8 North, Range 1 East (Mannsdale), Madison County, Mississippi. NOTE: This amendment incorporates the new annual lease fee based on the required reappraisal
 3. Amendment to the City of Madison regarding 11 acres, more or less, for the Tree Trimming Easement and Right-of-Way in the City of Madison, S16-7N-2E, Madison County, Mississippi. NOTE: This amendment incorporates the new annual lease fee based on the required reappraisal.
 4. Amendment to the City of Madison regarding 14.95 acres, more or less, for the Runway Protection Zone (air space)in the City of Madison, S16-7N-2E, Madison County, Mississippi. NOTE: This amendment incorporates the new annual lease fee based on the required reappraisal.
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5. Amendment to the City of Madison regarding 10.45 acres, more or less, for the Airport Runway in the City of Madison, S16-7N-2E, Madison County, Mississippi. NOTE: This amendment incorporates the new annual lease fee based on the required reappraisal.

It is requested that the Board of Supervisors approve the enclosed documents at the upcoming Board of Supervisors' meeting to be held November 18, 2013. Should you have any questions or need anything further in this regard, please let me know. Thank you.

Sincerely



Letitia Reeves

16th Section Land Manager

/lr

Enclosures

cc: Dr. Ronnie L. McGehee, Superintendent
Mr. Arthur Johnston, Chancery Clerk

INDEXING: 5.296 acres in SW1/4 SW1/4 Section 16, Township 8 North, Range 2 West, Madison County, Mississippi.

LESSOR:

Madison County, Mississippi Board
of Education Trustees of The Madison
County School District 16th Section
School Lands Trust
117 Fourth Street
Flora, MS 39071
Telephone: (601) 879-3000

LESSEE:

Good Hope Missionary Baptist Church
1828 Cox Ferry Road
Flora, MS 39071
Telephone: (601)879-3913

Prepared By:

Madison County School District
117 Fourth Street
Flora, MS 39071
Telephone: (601)879-3000

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

WHEREAS, by instrument dated December 20, 1993 (date of first acknowledgement), 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 to **John Weathersby, Algie Evans, Johnney Lewis, Marshall Wright, and Henery James Lewis, and their**

successors and assigns, as TRUSTEES FOR GOOD HOPE MISSIONARY BAPTIST CHURCH (hereinafter called "Lessee") by document recorded in Book 864 at Page 441, which was amended and corrected in Book 2000 at Page 33 (hereinafter the "Lease Contract") 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 survey is attached hereto as Exhibit "B" for informational purposes.

WHEREAS, said Lease Contract has a lease term beginning on the 15th day of November, 1993 and ending on the 14th day of November, 2033; and,

WHEREAS, said Lease Contract requires annual rental payments on or before September 19th each year; and

WHEREAS, lease payments have been received by Lessor in said amount for each year through 2012; and

WHEREAS, Miss. Code Ann. § 29-3-69 requires that all leases, except leases of residential or farm-residential lands and "bid" leases, i.e., agricultural and hunting and fishing, shall have their rentals adjusted not less than once every ten (10) years to reflect the current fair market rental value of the lands, exclusive of any improvements thereon; and

WHEREAS, the subject property should be reappraised in order to establish the current fair market rental value of the lands prior to the tenth and twentieth and thirtieth anniversary dates of the commencement of the Lease Contract; and,

WHEREAS, the subject property has been reappraised setting a new annual lease payment beginning with the November 15, 2013 lease payment.

THEREFORE, the first part of 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 November 15th of each year during the term hereof, beginning with November 15, 2013 payment, annual rentals in advance in the amount of Seven Hundred Ninety Five and no/100 Dollars (\$795.00), subject to the rent adjustment clause included herein.

Failure of Lessee to pay the annual rentals listed above shall constitute a breach of this lease agreement.

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

WITNESS MY HAND this the 11 day of November, 2013.

LESSOR:

MADISON COUNTY, MISSISSIPPI,
BOARD OF EDUCATION

By: Shirley Simmons
Shirley Simmons, President

ATTEST:

William R. Grissett, Jr.
William R. Grissett, Jr., Secretary

Ronnie L. McGehee
Ronnie L. McGehee, Madison County
Superintendent Of Education

LESSEE:

**GOOD HOPE MISSIONARY
BAPTIST CHURCH**

By: Johnny Weathers
Johnny Weathers Chairman
of Board Of Trustees

By: Carrie Adams
Carrie Adams, Church
Secretary

Reviewed and approved by the Madison County Board of Supervisors, this the
___ day of _____, 2013.

Gerald Steen, President

ATTEST:

Arthur Johnston, Clerk

STATE OF MISSISSIPPI
COUNTY OF Hinds

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and
for the said county and state, on this 24 day of September, 2013, within my
jurisdiction, the within named Johnny Weathers, who
acknowledged to me that he/she is Chairman of the Board of Trustees of the **Good
Hope Missionary Baptist Church**, and that for and on behalf of the said Good
Hope Missionary Baptist Church, and as its act and deed, he/she executed the above
and foregoing instrument, after first having been duly authorized so to do.

William L. Harry
NOTARY PUBLIC

My Commission Expires: _____

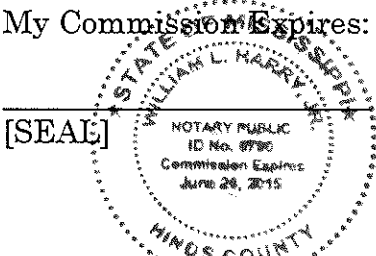


STATE OF MISSISSIPPI
COUNTY OF Hinds

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 24 day of September 2013, within my jurisdiction, the within named Carrie Adams, who acknowledged to me that he/she is Secretary of the **Good Hope Missionary Baptist Church**, and that for and on behalf of the said Good Hope Missionary Baptist Church, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized so to do.

William L. Harry Jr
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 11 day of November 2013, within my jurisdiction, the within named **Shirley Simmons, William R. Grissett, Jr. and Ronnie L. McGehee**, 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.

Letitia H. Reeves
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 ____ day of _____, 2013, 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/2013/File#582 Amendment to Good Hope Missionary Baptist Church

5.296 acres, more or less, situated in the SW ¼ of the SW ¼ of Section 16, Township 8 North, Range 2 West, Madison County, Mississippi and being more particularly described as follows to-wit:

Commencing at the concrete monument found marking the SW corner of said Section 16, as per plat by Richard Tolbert, filed in Plat Cabinet D at Slide 55 ; run thence; on and along the west line of said Section 16, North 00 degrees 04 minutes 54 seconds West for 241.90 feet to the ½ inch square iron rod set on the apparent northern right-of way line of Cox Ferry Road and the POINT OF BEGINNING; run thence on and along the west line of said Section 16, North 00 degrees 04 minutes 54 seconds West for 573.27 feet to a set ½ inch square iron bar; run thence, on and along an existing fence, North 89 degrees 56 minutes 26 seconds East for 474.52 to a found 1 inch iron pipe at a fence corner; run thence, along an existing fence and its southern projection, South 00 degrees 09 minutes 59 seconds East for 389.18 feet to a found ½ inch rebar on the apparent northern right-of-way line of Cox Ferry Road;

run thence, on and along the apparent northern right-of-way line of said road as follows:

South 64 degrees 00 minutes 49 seconds West for 110.23 feet;
South 69 degrees 20 minutes 35 seconds West for 73.01 feet;
South 70 degrees 56 minutes 24 seconds West for 162.41 feet;
South 69 degrees 30 minutes 59 seconds West for 164.30 feet back to the ½ inch square iron bar marking the POINT OF BEGINNING.

INDEXING INSTRUCTIONS: 0.591± acre in SE1/4 SE1/4 south of Stribling Road and east of Highway 463 in Section 16, Township 8 North, Range 1 East, Madison County, Mississippi (#081E-16-001/03.04).

LESSOR:

Madison County, Mississippi Board
of Education Trustees of The Madison
County School District 16th Section
School Lands Trust
P.O. Box 159
117 4th Street
Flora, MS 39071
Telephone: (601) 879-3000

LESSEE:

Hartfield Property Owners
Association, Inc.
c/o Specialty Management Services
P.O. Box 1305
Ridgeland, MS 39158-1305
Telephone: (601)605-8380

PREPARED BY:

Madison County School District
Post Office Box 159
117 Fourth Street
Flora, MS 39071
Telephone: (601)879-3000

AMENDMENT TO 16TH SECTION
OTHER PROPERTY LEASE CONTRACT

WHEREAS, by instrument dated September 5, 2002, 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 521 at Page 103 (hereinafter the "Lease Contract") 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 survey is attached hereto as Exhibit "B" for informational purposes.

WHEREAS, the Lease Contract was assigned to **HARTFIELD PROPERTY OWNERS ASSOCIATION, INC.**, a Mississippi non-profit corporation (hereinafter called "Lessee") by document dated August 28, 2006 and recorded in Book 2106 at Page 131 in the office of the Chancery Clerk of Madison County, Mississippi; and

WHEREAS, said Lease Contract has a lease term beginning on the 3rd day of September, 2002 and ending on the 2nd day of September, 2042; and,

WHEREAS, said Lease Contract requires annual rental payments in the amount of Two Hundred Twenty and no/100 Dollars (\$220.00), on or before September 3rd each year; and

WHEREAS, lease payments have been received by Lessor in said amount for each year through 2011; 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 September 2, 2012; 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 September 2nd of each year during the term hereof, annual rentals in advance according to the following schedule:

<u>YEAR</u>	<u>ANNUAL RENTAL</u>
1-5	\$200.00
6-10	\$220.00
11-15	\$325.00 (Begins Sept. 2, 2012)
16-20	\$357.50
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 11 day of November 2013.

LESSOR:

MADISON COUNTY, MISSISSIPPI,
BOARD OF EDUCATION

By: Shirley Simmons
Shirley Simmons, President

ATTEST:

William R. Grissett, Jr.
William R. Grissett, Jr., Secretary

Ronnie L. McGehee
Ronnie L. McGehee, Madison County
Superintendent Of Education

**SIGN
HERE**

LESSEE:

HARTFIELD PROPERTY OWNERS
ASSOCIATION, INC.

By: Cyndi Eubank
HPOA, President

Reviewed and approved by the Madison County Board of Supervisors, this the
___ day of _____, 2013.

Gerald Steen, President

ATTEST:

Arthur Johnston, Clerk

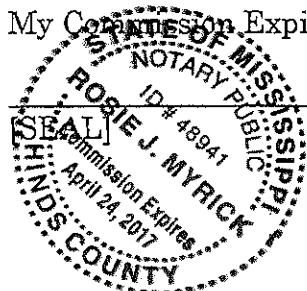
NOTARIZE

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and
for the said county and state, on this 15 day of April, 2013, within my
jurisdiction, the within named Cyndi Eubank, who
acknowledged to me that he/she is President of the **Hartfield Property Owners
Association, Inc.**, a Mississippi non-profit corporation, and that for and on
behalf of the said corporation, and as its act and deed, he/she executed the above
and foregoing instrument, after first having been duly authorized so to do.

Rorie J. Myrick
NOTARY PUBLIC

My Commission Expires:



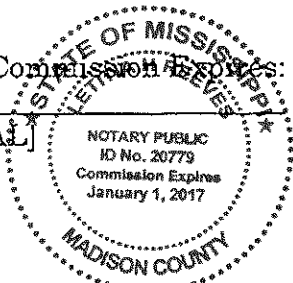
STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 11 day of November, 2013, within my jurisdiction, the within named Shirley Simmons, William R. Grissett, Jr. and Ronnie L. McGehee, 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.

Leitia H. Reeves
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 ____ day of _____, 2013, 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]

LEGAL DESCRIPTION

0.591 Acre Parcel Of 16th Section School Trust Lands
At Southeast Corner of Highway 463 and Stribling Road
Section 16, T8N, R1E, Madison County, Mississippi

Commence at the corner common to Sections 15, 16, 21 and 22, Township 8 North, Range 1 East, Madison County, Mississippi, and run thence North $00^{\circ} 29' 40''$ East along the line common to said Sections 15 and 16 for a distance of 461.64' to a point on the east right-of-way line of Mississippi Highway 463, as said east right-of-way line is now laid out and established 50' east of the centerline thereof, said point being also the point of beginning of the parcel of land more particularly described as follows, to-wit:

Continue thence North $00^{\circ} 29' 40''$ East along said line common to said Sections 15 and 16 for a distance of 404.99' to a point on the south right-of-way line of Stribling Road, as said south right-of-way line is now laid out and established, said point being, in a curve to the right subtending a partial central angle of $02^{\circ} 03' 02''$ and having a radius of 4,264.93 feet; run thence along said south right-of-way line of Stribling Road and along this curve clockwise for an arc distance of 152.63' (chord bearing and distance: South $69^{\circ} 41' 18''$ West, 152.63 feet) to a point on the said east right-of-way line of Mississippi Highway 463, said corner being also in a curve to the right having a partial central angle of $14^{\circ} 40' 29''$ and a radius of 1,482.56 feet; run thence along said east right-of-way line of Mississippi Highway 463 and along this curve clockwise for an arc distance of 379.72' (chord bearing and distance: South $21^{\circ} 38' 19''$ East, 378.68 feet) to the point of beginning.

The above described parcel of land is located in the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 16, Township 8 North, Range 1 East, Madison County, Mississippi, and contains 0.591 acres, more or less.

EXHIBIT "A"

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
117 Fourth Street
Flora, MS 39071
Telephone: (601) 879-3000

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
117 Fourth Street
Flora, MS 39071
Telephone: (601)879-3000

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 Four Thousand Four Hundred Eighty and no/100 Dollars (\$4,480.00), on or before June 16th each year; and

WHEREAS, lease payments have been received by Lessor in said amount for each year through 2012; 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 June 16, 2013; 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	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 11 day of November, 2013.

LESSOR:

MADISON COUNTY, MISSISSIPPI,
BOARD OF EDUCATION

By: Shirley Simmons
Shirley Simmons, President

ATTEST:

Ronnie L. McGehee
Ronnie L. McGehee, Madison County
Superintendent Of Education

LESSEE:

CITY OF MADISON, MISSISSIPPI

By: Mary Hawkins Butler
Mary Hawkins-Butler, Mayor

ATTEST:

Susan Crandall
Susan Crandall, City Clerk

Reviewed and approved by the Madison County Board of Supervisors, this the
__ day of _____, 2013.

Gerald Steen, President

ATTEST:

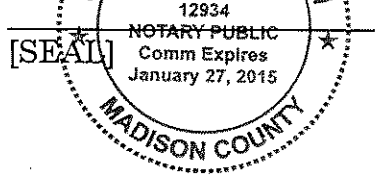
Arthur Johnston, Clerk

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 23rd day of October, 2013, 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.

Mae E. Hardy
NOTARY PUBLIC

My Commission Expires:



STATE OF MISSISSIPPI
COUNTY OF MADISON

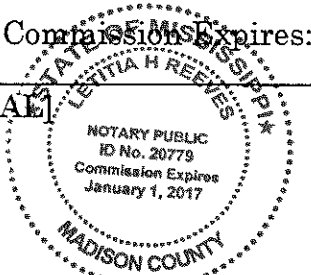
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 11 day of November, 2013, within my jurisdiction, the within named **Shirley Simmons** and **Ronnie L. McGehee**, who acknowledged to me that they are President and Superintendent, respectively, of 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
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of _____, 2013, 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: 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
117 Fourth Street
Flora, MS 39071
Telephone: (601) 879-3000

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
117 Fourth Street
Flora, MS 39071
Telephone: (601)879-3000

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 One Thousand One Hundred and no/100 Dollars (\$1,100.00), on or before June 16th each year; and

WHEREAS, lease payments have been received by Lessor in said amount for each year through 2012; 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 June 16, 2013; 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	\$ 880.00 (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 11 day of November, 2013.

LESSOR:

MADISON COUNTY, MISSISSIPPI,
BOARD OF EDUCATION

By: Shirley Simmons
Shirley Simmons, President

ATTEST:

Ronnie L. McGehee
Ronnie L. McGehee, Madison County
Superintendent Of Education

LESSEE:

CITY OF MADISON, MISSISSIPPI

By: Mary Hawkins Butler
Mary Hawkins-Butler, Mayor

ATTEST:

Susan B Crandall
Susan Crandall, City Clerk

Reviewed and approved by the Madison County Board of Supervisors, this the
__ day of ____, 2013.

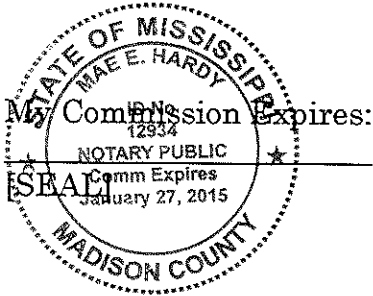
Gerald Steen, President

ATTEST:

Arthur Johnston, Clerk

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 23RD day of October, 2013, 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.



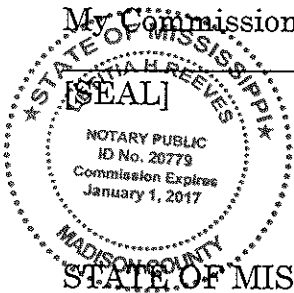
Mae E. Hardy
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 11 day of November, 2013, within my jurisdiction, the within named **Shirley Simmons** and **Ronnie L. McGehee**, 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: _____



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 _____, 2013, 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
117 Fourth Street
Flora, MS 39071
Telephone: (601) 879-3000

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
117 Fourth Street
Flora, MS 39071
Telephone: (601)879-3000

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 Four Thousand One Hundred Eighty and no/100 Dollars (\$4,180.00), on or before June 16th each year; and

WHEREAS, lease payments have been received by Lessor in said amount for each year through 2012; 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 June 16, 2013; 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	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 11 day of November, 2013.

LESSOR:

MADISON COUNTY, MISSISSIPPI,
BOARD OF EDUCATION

By: Shirley Simmons
Shirley Simmons, President

ATTEST:

Ronnie L. McGehee
Ronnie L. McGehee, Madison County
Superintendent Of Education

LESSEE:

CITY OF MADISON, MISSISSIPPI

By: Mary Hawkins Butler
Mary Hawkins-Butler, Mayor

ATTEST:

Susan Brandall
Susan Crandall, City Clerk

Reviewed and approved by the Madison County Board of Supervisors, this the
___ day of _____, 2013.

Gerald Steen, President

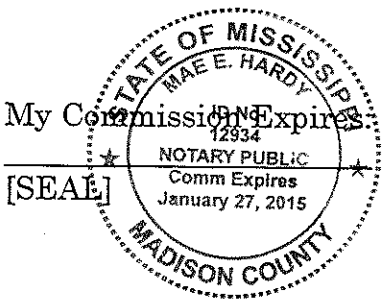
ATTEST:

Arthur Johnston, Clerk

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 23rd day of October, 2013, 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.

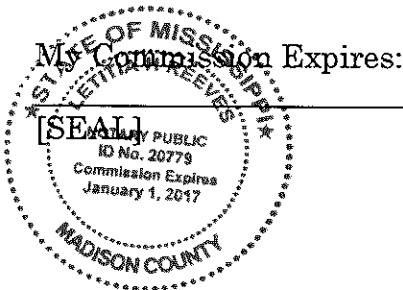
Mae E. Hardy
NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 11 day of November 2013, within my jurisdiction, the within named **Shirley Simmons** and **Ronnie L. McGehee**, 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.

Letitia A. Reeves
NOTARY PUBLIC



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 _____, 2013, 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]