



MADISON COUNTY
SCHOOLS

MARK OF EXCELLENCE

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

October 23, 2024

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

RE: Document for November 4, 2024 Board Approval

To Whom It May Concern:

Enclosed please find the following document:

- Amendment to 16th Section "other" classification property lease

It is requested that the Board of Supervisors approve the enclosed document at the upcoming Board of Supervisors' meeting to be held November 4, 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

INDEXING: 8.44± acre parcel in SW1/4 NE1/4 of Section 16, Township 7 North, Range 2 East, City of Madison, Madison County, Mississippi (Parcel #072E-16A-038/00.00)

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:

Eastbrooke Estates Homeowners'
Association
P.O. Box 551
Madison, MS 39130-0551
Telephone: (____)_____

PREPARED BY:

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

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

WHEREAS, by instrument dated November 15, 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 Sixteenth Section Other Classification Property Lease to **EASTBROOKE ESTATES HOMEOWNERS' ASSOCIATION**, a

Mississippi non-profit corporation (hereinafter called "Lessee"), by document recorded in Book 1861 at Page 533 and amended in Book 3174 at Page 528 in the office of the Chancery Clerk of Madison County, Mississippi (hereinafter the "Lease Contract"), which describes the following property, to wit:

Greenspace Detention Area of Eastbrooke Estates Subdivision, a subdivision which is on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet D at Slide No. 137, reference to which is hereby made in aid of and as a part of this description; and

1.15± acres located within the SW1/4 NE1/4 of Section 16, Township 7 North, Range 2 East, City of Madison, Madison County, Mississippi and more particularly described as follows:

Beginning at the southeast corner of Lot 97 of Sherbourne Subdivision, Part 3, as recorded in Plat Cabinet D, Slide 35, in the office of the Chancery Clerk of Madison County, Mississippi, and run South 47 degrees 13 minutes 02 seconds East for 268.84 feet to the northeast corner of Lot 109 of Sherbourne Subdivision, Part 4, as recorded in Plat Cabinet D, Slide 119, in the above mentioned office; thence run west along the north line of said subdivision for 372.12 feet to the northwest corner of Lot 108 of Sherbourne Subdivision, Part 4; thence run North 00 degrees 26 minutes 17 seconds West along the east line of said subdivision for a distance of 181.26 feet to the northeast corner of Lot 102 of Sherbourne Subdivision, Part 4, said point also lying on the south line of said Sherbourne Subdivision, Part 3; thence run along the south line of said Sherbourne Subdivision, Part 3, North 89 degrees 33 minutes 43 seconds East for 176.20 feet back to the Point of Beginning.

Total acreage consisting of 8.44± acres, more or less.

WHEREAS, said Lease Contract has a lease term beginning on the 23rd day of November, 2004 and ending on the 22nd day of November, 2044; and,

WHEREAS, said Lease Contract requires annual rental payments in the amount of Seven Hundred Forty and no/100 Dollars (\$740.00) for years 11 – 15 of the lease; and

WHEREAS, said Lease Contract requires annual rental payments in the amount of Eight Hundred Fourteen and no/100 (\$814.00) for the years 16 - 20 of the lease, on or before November 23rd 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 November 23, 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 November 23rd of each year during the term hereof, beginning with the November 23, 2024 payment, annual rentals in advance according to the following schedule:

<u>YEAR</u>	<u>ANNUAL RENTAL</u>
21-30	\$2,550.00
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 ___ day of _____, 2024.

LESSOR:

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

By: _____
Samuel C. Kelly, President

ATTEST:

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 ___ day of _____, 2024, within my jurisdiction, the within named **Samuel C. Kelly and Ted Poore**, 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]

LESSEE:

**EASTBROOKE ESTATES HOMEOWNERS'
ASSOCIATION, a Mississippi Non-Profit
Corporation**

By: _____
_____, President

STATE OF MISSISSIPPI
COUNTY OF _____

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 _____, who acknowledged to me that he is President of **Eastbrooke Estates Homeowners' Association, a Mississippi non-profit corporation**, and that for and on behalf of the said Eastbrooke Estates Homeowners' Association, 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]

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

_____, 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 _____ 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]