



MADISON COUNTY
SCHOOLS

MARK OF EXCELLENCE

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

February 11, 2025

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

RE: Documents for February 18, 2025 Board Approval

To Whom It May Concern:

Enclosed please find the following documents:

- Amendment to Commercial Lease to Town of Flora regarding 12.5 acres in 8N-1W.
- Amendment to Commercial Lease to Town of Flora regarding 10.55 acres in 8N-1W.

It is requested that the Board of Supervisors approve the attached documents at the upcoming Board of Supervisors' meeting to be held February 18, 2025.

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: 12.5 acres, more or less, located west of Town Creek and 10.33 acres, more or less, located south of Town Creek, Town of Flora, in the NE1/4 and SE1/4 NW1/4 of Section 16, Township 8 North, Range 1 West, Madison County, Mississippi (Tax Parcels #051E-16B-085/02.00 and #051E-16B-085/03.00)

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:

Town of Flora
P.O. Box 218
Flora, MS 39071
Telephone: 601.879.8686

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 June 23, 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 now assigned to the **Town of Flora** (hereinafter called "Lessee"), by document recorded in Book 3186 at Page 97 in the office of the Chancery Clerk of Madison County, Mississippi (hereinafter the "Lease Contract"), which describes the following property, to wit:

PARCEL 2

12.5 acres, more or less, located west of Town Creek in the Town of Flora, Mississippi as reflected on the Covington 1909 Map as the Chandler property west of Town Creek and as granted by document in Book 182 at Page 38 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

PARCEL 3

10.33 acres, more or less, located south of Town Creek in the Town of Flora, Mississippi, as reflected on the Covington 1909 Map as the "Gresham" property south of Town Creek and as granted by document in Book 184 at Page 241 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

WHEREAS, said Lease Contract has a lease term beginning on the 31st day of December, 2014 and ending on the 30th day of December, 2054; and,

WHEREAS, said Lease Contract requires annual rental payments in the amount of One Thousand Eight Hundred Twenty-Six and no/100 Dollars (\$1826.00) for the first ten years of the lease, on or before December 31 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 December 31, 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:

<u>YEAR</u>	<u>ANNUAL RENTAL</u>
11-20	\$2288.00
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.

This Assignment is approved this the 10 day of Feb, 2025.

Madison County Board of Education

By: Ken McCoy
Ken McCoy, President

ATTEST:

Ted Poore
Ted Poore, Superintendent

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 Feb, 2025, within my jurisdiction, the within named **Ken McCoy** 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.

Ashley Browning
NOTARY PUBLIC

My Commission Expires:

[SEAL]



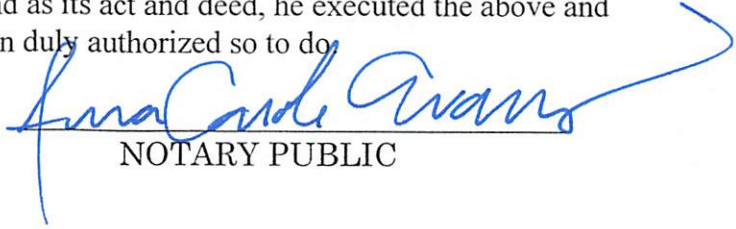
LESSEE:

TOWN OF FLORA

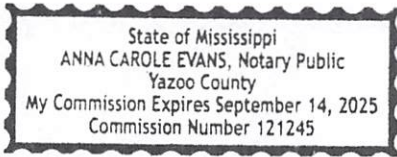
By: 
Les Childress, Mayor

STATE OF MISSISSIPPI
COUNTY OF Madison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 15th day of JAN., 2024, within my jurisdiction, the within named **Les Childress**, who acknowledged to me that he is the Mayor of **the Town of Flora**, and that for and on behalf of the said Town of Flora, 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:
09.14.2025
[SEAL]



MISSISSIPPI

MISSISSIPPI

MISSISSIPPI

MISSISSIPPI

MISSISSIPPI

MISSISSIPPI

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]

INDEXING: 10.55 acres, more or less, located east of Town Creek, Town of Flora, in the NE1/4 NW1/4 and SE1/4 NW1/4 of Section 16, Township 8 North, Range 1 West, Madison County, Mississippi (Tax Parcel #051E-16B-085/01.00).

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:

Town of Flora
P.O. Box 218
Flora, MS 39071
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**AMENDMENT TO 16TH SECTION RENEGOTIATED COMMERCIAL
PROPERTY LEASE CONTRACT**

WHEREAS, by instrument dated June 23, 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 now

assigned to the **Town of Flora** (hereinafter called "Lessee"), by document recorded in Book 3186 at Page 77 in the office of the Chancery Clerk of Madison County, Mississippi (hereinafter the "Lease Contract"), which describes the following property, to wit:

PARCEL 1

10.55 acres, more or less, located east of Town Creek in the Town of Flora, Mississippi which was originally 35 acres, more or less, as reflected on the Covington 1909 Map as the "Gresham" property east of Town Creek and as granted by document in Book 184 at Page 241; less and except 6.9 acres and 6.05 acres, more or less, conveyed in Book 72 at Page 216 and 6.5 acres, more or less, conveyed in Book 176 at Pages 677 and 678 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

WHEREAS, said Lease Contract has a lease term beginning on the 31st day of December, 2014 and ending on the 30th day of December, 2054; and,

WHEREAS, said Lease Contract requires annual rental payments in the amount of Eight Hundred Forty-Four and no/100 Dollars (\$844.00) for the first ten years of the lease, on or before December 31 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 December 31, 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:

<u>YEAR</u>	<u>ANNUAL RENTAL</u>
11-20	\$1224.00
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.

This Assignment is approved this the 10 day of Feb, 2025.

Madison County Board of Education

By: Ken McCoy
Ken McCoy, President

ATTEST:

Ted Poore
Ted Poore, Superintendent

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 Feb, 2025, within my jurisdiction, the within named **Ken McCoy** 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.

Osney Browning
NOTARY PUBLIC

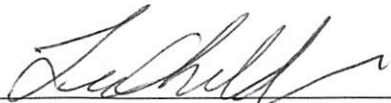
My Commission Expires:

[SEAL]



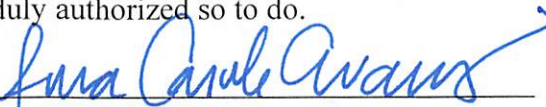
LESSEE:

TOWN OF FLORA

By: 
Les Childress, Mayor

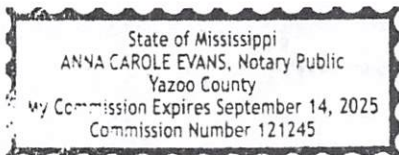
STATE OF MISSISSIPPI
COUNTY OF Madison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 15th day of JAN, 2024, within my jurisdiction, the within named **Les Childress**, who acknowledged to me that he is the Mayor of **the Town of Flora**, and that for and on behalf of the said Town of Flora, 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:
09.14.2025

[SEAL]



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Commission Number 12142
My Commission Expires September 14, 2013
TAYLOR COUNTY
ANNA CAROLE EVANS, Notary Public
State of Mississippi

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]