

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

PREPARED BY:

Madison County School District 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

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 day of to day of to day of to day of the day of the

Madison County Board of Education

By: Ken McCoy, President

ATTEST:

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 <u>o</u> day of <u>o</u>, 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.

My Commission Ex

NOTARY PUBLIC ID No. 290868

Commission Expires

[SEAL]

NOTARY PUBLIC

LESSEE:

TOWN OF FLORA

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 table day of TAN., 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:

[SEAL]

State of Mississippi
ANNA CAROLE EVANS, Notary Public
Yazoo County
My Commission Expires September 14, 2025
Commission Number 121245

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State of Mississippi ANNA CAROLE EVANS, Motory Public Yazoo County My Commission Expires September 14, 2025 Commission Humber 121245

	Gerald Steen, President
ATTEST:	
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Ronny Lott, Clerk	
STATE OF MISSISSIPPI	
COUNTY OF MADISON	
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PERSONALLY APPEARI for the said county and state, on	ED BEFORE ME, the undersigned authority in and this day of, 2024, within my
PERSONALLY APPEARI for the said county and state, on jurisdiction, the within named G	this day of, 2024, within my Serald Steen who acknowledged to me that he is
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Anendments\2024\#239 Amendment

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

PREPARED BY:

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

LESSEE:

Town of Flora P.O. Box 218 Flora, MS 39071

Telephone: 601.819.8686

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:

$\underline{\text{YEAR}}$	ANNUAL RENTAL	
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 load day of leb, 2025

Madison County Board of Education

By: Ken McCoy, President

ATTEST:

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 _O day of _______, 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.

My Commission

[SEAL]

NOTARY PUBLIC
ID No. 290868
Commission Ex.
May 3, 2025

NOTARY PUBLIC

LESSEE:

TOWN OF FLORA

Les Childress, Mayor

STATE OF MISSISSIPPI COUNTY OF Mad ISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this <u>Jot</u> day of <u>Jan</u>, 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]

State of Mississippi ANNA CAROLE EVANS, Notary Public Yazoo County My Commission Expires September 14, 2025 Commission Number 121245

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Commission Number 121245

	Gerald Steen, President
ATTEST:	Gerard Steeli, i resident
Ronny Lott, Clerk	
STATE OF MISSISSIPPI COUNTY OF MADISON	
for the said county and state, on this jurisdiction, the within named Geral President of the Madison County Behalf of the said Madison County Be	EFORE ME, the undersigned authority in and day of, 2024, within my dd Steen who acknowledged to me that he is soard of Supervisors, and that for and on pard of Supervisors, and as its act and deed, he trument, after first having been duly
My Commission Expires:	NOTARY PUBLIC
[SEAL]	

Anendments\2024\#239 Amendment