



MADISON COUNTY
SCHOOLS

MARK OF EXCELLENCE

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

August 13, 2026

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

RE: Document(s) for August 17, 2026, Board Approval

To Whom It May Concern:

Enclosed please find the following document(s):

- Amendment of Residential Lease to Dick S. Whitaker and Cheryl E. Whitaker regarding Lot 2, Madison Village Estates
- Amendment of Residential Lease to Brianna Johnson regarding Lots 10 and 11, Knox Subdivision; Town of Flora

It is requested that the Board of Supervisors approve the enclosed document(s) at the upcoming Board of Supervisors' meeting to be held August 17, 2026.

Please let me know if you need additional information. I can be reached at 601-499-0717 or kluckett@madison-schools.com.

Sincerely,

Kimberly Luckett
16th Section Land Manager

INDEXING: Lots 10 and 11, Knox Subdivision, Town of Flora, Section 16, Township 8 North, Range 1 West, Madison County, Mississippi. (Parcel #051E-16B-098/00.00)

MARGINAL NOTATION: Book 4677, Page 623

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:

Brianna Johnson
124 Burden Street
Flora, MS 39071
Telephone: (470) 638-9819

PREPARED BY:

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

**AMENDMENT TO RENEGOIATED 16th SECTION PUBLIC SCHOOL
TRUST LANDS LONG TERM RESIDENTIAL LEASE CONTRACT**

WHEREAS, by instrument dated May 7, 2026, the **MADISON COUNTY, MISSISSIPPI, BOARD OF EDUCATION TRUSTEES** of the **MADISON COUNTY SCHOOL DISTRICT 16TH SECTION SCHOOL LANDS TRUST** (hereinafter called "Lessor"), granted an Renegotiated Sixteenth Section Public School Trust Lands Long Term Residential Lease Contract to **BRIANNA JOHNSON** (hereinafter called

“Lessee”), by instrument recorded in Book 4677 at Page 623 in the office of the Chancery Clerk of Madison County, Mississippi (hereinafter the “Lease Contract”), which describes the following property, to wit:

Lot 10, Knox Subdivision, Town of Flora, Madison County, Mississippi, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi as now recorded in Plat Cabinet A at Slide 145 (formerly Book 5 at Page 33), reference to which is hereby made in aid of and as a part of this description;

And also,

Lot 11, Knox Subdivision, Town of Flora, Madison County, Mississippi, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi as now recorded in Plat Cabinet A at Slide 145 (formerly Book 5 at Page 33), reference to which is hereby made in aid of and as a part of this description.

WHEREAS, within said Lease Contract numbered paragraph one, “TERM” is detailed as:

“The term of this Lease shall be for forty (40) years, beginning on the 7th day of May, 2026, and terminating on the 6th day of May, 2066, (the “primary term”). For purposes of this Lease Agreement, the Anniversary Date shall be May 7th of each year. It is expressly agreed and understood by all parties hereto that part of the consideration given for the execution and delivery of this instrument is the option hereby granted to Lessee to renew this lease for an additional or “secondary term” as provided by 29-3-69 Miss. Code Ann. (1972) of twenty-five (25) years from the 7th day of May, 2066 under the same terms, conditions, and stipulations set forth herein, except the annual rental shall be based upon the fair market value of the Leased Premises, excluding the value of buildings and improvements not then owned by the Lessor, as determined by a qualified appraiser selected by Lessor who performs his appraisal not more than twelve months and not less than three months prior to the expiration of the primary term. The cost of the new appraisal shall be borne by Lessee. A new lease shall be executed to effectuate the secondary term. To exercise the right to renew this lease for an additional twenty-five (25) years, Lessee must file with Lessor written notice of Lessee’s intent to renew said lease. The notice to renew

must be filed on or before the expiration of the forty (40) year primary term. In the event of the failure of the Lessee to exercise his right to re-lease the Leased Premises at such time, any holder of a valid first deed of trust upon the Leased Premises shall have a prior right to re-lease the premises at an annual rental based on appraised value excluding buildings and improvements, said lease to be substantially in the same form as this Lease Contract."

NOW THEREFORE, numbered paragraph one of the Lease Contract is amended to read as follows:

1. **TERM.** The term of this Lease shall begin on the May 7, 2026, and terminate on June 1, 2066 (the "primary term"). For purposes of this Lease Agreement, the Anniversary Date shall be May 7th of each year. It is expressly agreed and understood by all parties hereto that part of the consideration given for the execution and delivery of this instrument is the option hereby granted to Lessee to renew this lease for an additional or "secondary term" as provided by 29-3-69 Miss. Code Ann. (1972) of twenty-five (25) years from the 1st day of June, 2066 under the same terms, conditions, and stipulations set forth herein, except the annual rental shall be based upon the fair market value of the Leased Premises, excluding the value of buildings and improvements not then owned by the Lessor, as determined by a qualified appraiser selected by Lessor who performs his appraisal not more than twelve months and not less than three months prior to the expiration of the primary term. The cost of the new appraisal shall be borne by Lessee. A new lease shall be executed to effectuate the secondary term. To exercise the right to renew this lease for an additional twenty-five (25) years, Lessee must file with Lessor written notice of Lessee's intent to renew said lease. The notice to renew must be filed on or before the expiration of the primary term. In the event of the failure of the Lessee to exercise his or her right to re-lease the Leased Premises at such time, any holder of a valid first deed of trust upon the Leased Premises shall have a prior right to re-lease the premises at an annual rental based on appraised value excluding buildings and improvements, said lease to be substantially in the same form as this Lease Contract.

[intentionally left blank]

ADDITIONALLY, numbered paragraph two of the Lease Contract is amended to include the following:

The annual rental for the duration of the primary term between May 7, 2066 to June 1, 2066 shall be prorated for such twenty-five (25) days based upon an annual (365 days) rental amount of \$990.00.

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

[intentionally left blank – execution pages to follow]

WITNESS MY HAND this the ____ day of _____, 2026.

LESSOR:

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

By: _____
Samuel C. Kelly, President

ATTEST:

Austin Brown, 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 _____, 2026, within my jurisdiction, the within named **Samuel C. Kelly** and **Austin Brown**, 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]

IN WITNESS WHEREOF, this Lease is executed by Lessee on the date herein set forth below.

LESSEE:

Brianna Johnson

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of _____, 2026, within my jurisdiction, the within named **Brianna Johnson**, who acknowledged to me that she executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

Reviewed and approved by the Madison County Board of Supervisors, this the ____ day of _____, 2026.

_____, 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 _____, 2026, 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]

Indexing Instructions: Lot 2, Madison Village Estates (Revised), Madison County, Mississippi, Plat Cabinet A at Slide 162 (Tax Parcel #072E-16D-019/00.00)

LESSOR:

Madison County, Mississippi,
Board of Education
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: (601) 499-0800

LESSEE:

Dick S. Whitaker and
Cheryl E. Whitaker
374 St. Augustine Drive
Madison, MS 39110
Telephone: _____

Prepared by and Return to:
Madison County School District
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601-499-0800

Document Type: Amended Residential Lease Contract

{recording cover page}

STATE OF MISSISSIPPI
COUNTY OF MADISON

AMENDED LONG TERM RESIDENTIAL LEASE CONTRACT

THIS RESIDENTIAL LEASE CONTRACT ("Amended Lease" or "Lease"), made and entered into this the ____ day of _____, 2026, by and between the **MADISON COUNTY, MISSISSIPPI, BOARD OF EDUCATION**, as Trustee of the Madison County School District 16th Section School Lands Trust (hereinafter called "Lessor"), and **DICK S. WHITAKER and wife, CHERYL E. WHITAKER**, as joint tenants with full rights of survivorship and not as tenants in common (hereinafter called "Lessees").

THAT FOR THE TERM AND IN CONSIDERATION of the lease rental hereinafter set forth, and the covenants, conditions, and obligations to be observed and performed by the Lessees, the Lessor does hereby lease, let and rent unto Lessees the following residential lands, situated in the City of Madison, Madison County, Mississippi and described as:

Lot 2 of Madison Village Estates (Revised), a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi in Plat Cabinet A at Slide 162 (formerly Plat Book 6 at Page 2) reference to which is hereby made in aid of and as a part of this description.

(1) The term of this Amended Lease shall be for sixty-six (66) years, as beginning on the 4th day June, 1973 and terminating on the 3rd day of June, 2039, (the "primary term") at which time the Lessees have the option to renew this Lease as provided in §29-3-69 Miss. Code Ann. (1972).

(2) This is a paid up lease. The original Lessees under that certain lease contract dated June 5, 1973, by and between the Madison County Board of Supervisors and W. T. Robinson, Jr. and Robert Mahaffey recorded in Book 404 at Page 547, as amended in Book 439 at Page 100 within the land records of Madison County, Mississippi ("Original Lease") paid all rentals due under this Amended Lease at the time the Original Lease was executed.

(3) Lessees covenant and agree to pay any and all general taxes and special assessments, if ever any there be, applicable to the above described property and Lessees' interest therein. The failure to pay said taxes as and when due shall constitute a breach of this Amended Lease.

(4) Provided Lessees are not in breach of this Lease, Lessees may, upon

payment of a \$200.00 transfer fee to Lessor, freely assign this Lease in its entirety whereupon the Lessees shall be relieved of all obligations accruing subsequent to the assignment. In the event of an assignment, sub-lease, or other transfer of possession, Lessees shall, within thirty (30) days after the transfer, give written notice of said assignment to the Madison County, Mississippi, Board of Education, 476 Highland Colony Parkway, Ridgeland, Mississippi 39157. Said notice of assignment shall include a true copy of the instrument evidencing such transfer and the Assignee's address and telephone number.

(5) While this Lease continues in force and effect, Lessees shall have the unrestricted right to remove, change, alter, modify, add to or subtract from any of Lessees' improvements on the land as the Lessees may in their sole discretion elect so to do, and the Lessor, while this Lease or any extension thereof continues in force and effect, shall have no ownership interest in any of Lessees' improvements. If any improvements are removed, the Lessees shall be obligated to remove all foundations and paved areas, fill any excavations with a soil material suitable as a foundation support for further construction and generally restore the premises to a condition suitable for construction, use and occupancy by others. Lessees shall have the right to construct new or replacement buildings or structures on the leased premises. In the event construction is contemplated, Lessees shall submit a description of the general nature of the proposed improvement and its intended use to Lessor for approval, which approval shall not be unreasonably withheld.

(6) The parties herein expressly agree that if default shall be made in the payment of any tax, assessment or other charge made pursuant to this Lease, then and in any such event of default, it shall be lawful for the Lessor, its legal representatives or assigns, to enter upon said premises, or any part thereof, either with or without process of law, to re-enter and repossess the same, and to distrain for any rent or assessment that may be due thereon, at the election of the Lessor, but nothing herein is to be construed to mean that the Lessor is not permitted to hold the said Lessees liable for any unpaid liens or assessment to that time. As to all other conditions, covenants and obligations imposed on the Lessees herein, enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate said conditions, covenants and obligations to restrain violation and to recover damages, if any, including reasonable expenses of litigation and a reasonable attorney's fee, which Lessees expressly agreed to pay. Such enforcement by proceedings at law or in equity may be instituted at any time after thirty (30) days written notice. Invalidity of any provision(s) of this Lease by judgment or court order shall in no way affect any of the remaining provisions which shall remain in full force and effect.

(7) In the event of any forfeiture of this Lease and termination of the terms thereof as aforesaid, said Lessees shall quit, deliver up and surrender possession of the aforesaid premises, and all structures and improvements thereon to the said Lessor, and thereupon this Lease and all agreements and covenants on the Lessor's behalf to

be performed and kept, shall cease, terminate and be utterly void, the same as if this Lease had not been made; and in addition thereto, the Lessor shall be entitled to whatever remedies it may have at law for the collection of any unpaid rental hereunder, or for any other sums, for damages or otherwise, that it may have sustained on account of the Lessees' nonfulfillment or nonperformance of the terms and conditions of this Lease. Immediately upon the termination of this Lease in any manner, whether by litigation or forfeiture, the Lessor shall be entitled to take possession of said premises and all the improvements thereon absolutely, any custom, usage, or law to the contrary notwithstanding. mobile homes, factory manufactured, complete with wheels, where permitted to be placed, may, however, be removed at the termination of the Lease, when termination is by the expiration of the full term, but not in the event of default.

(8) The Lessees shall be responsible for any damage that may be caused to Lessor's property by the activities of the Lessees under this Lease and shall exercise due diligence in the protection of all improvements, timber and other property of Lessor, which may be located on the lease premises or in the vicinity thereof, against fire or damage from any and all other causes.

(9) Lessees agree to save harmless, protect and indemnify Lessor from and against any and all loss, damages, claims, suits, or actions at law, judgment and costs, including attorney's fees, which may arise or grow out of any injury or death of persons, or damages to property, caused by, arising from or in any manner connected with the exercise of any right granted or conferred hereby, or the use, maintenance, operation or condition of the property herein leased or the activities thereon conducted by Lessees, whether sustained by Lessees, Lessor, their respective agents or employees, or by any other persons or corporations which seek to hold Lessor liable.

(10) Notwithstanding any provisions of this Lease containing a default provision, any present or future holder of a mortgage or deed of trust representing money loaned on these facilities, shall have the right of a sixty (60) day notice of default within which to cure any default which may be cured by the payment of money. In addition, for any other default for which a forfeiture of said Lease may be invoked, such holder of such mortgage or deed of trust shall be entitled to a notice in writing of the claimed default and shall have a reasonable time, which shall not be less than sixty (60) days, to either require the correction of such default or in lieu thereof to protect itself through the exercise of a power of sale and thereby acquire title to such properties and correct such default.

(11) Lessees shall have quiet and peaceable possession so long as compliance is made Lessees with the terms of this Agreement.

(12) Notwithstanding any provision of this Lease to the contrary, any present or future holder of a mortgage or a deed of trust representing money loaned on these facilities, shall not be personally liable for any unpaid rents or like payments of any

lessee.

(13) Any recorded mortgage or deed of trust may provide that any default by the Lessees/Mortgagor concerning this Lease shall likewise be a default of such mortgage or deed of trust, but failure to indicate such provisions in any mortgage or deed of trust shall not affect the validity or propriety thereof nor diminish the protection extended to the holder of such mortgage or deed of trust or the indebtedness secured thereby.

(14) Notwithstanding any provision of this Lease to the contrary, in the event of a default and foreclosure of a mortgage or deed of trust representing money loaned on the hereinbefore described property or the receipt of a transfer in lieu thereof, the purchaser at such foreclosure or the recipient of a transfer in lieu thereof, will receive all the rights and privileges of a lessee and likewise assume all responsibilities of a lessee as if such purchaser or transferee had initially been a lessee under this Lease.

(15) In the event of condemnation or other taking for public use under powers of eminent domain of all or any part of Lessees' interest in the leased premises, payments for such condemnation or taking of Lessees' leasehold interest shall be payable to Lessees, or, if the Lessees' promises are encumbered by a mortgage or Deed of Trust, payment for the leasehold estate shall be made in accordance with the terms and provisions of such mortgage or Deed of Trust.

(16) This lease is subject to those certain protective covenants dated March 11, 1975 and recorded in Deed Book 408 at Page 844 in the records in the Office of the Chancery Clerk of Madison County, Mississippi, which covenants shall be in full force and effect as to the property leased herein.

(17) Lessees covenant and agree not to commit any act of waste on or to the leased premises and to use all reasonable means to protect the leased premises from damage. If the Lessees shall commit, cause to be committed, or permit the commission of any act of waste on the leased premises, then this lease shall thereupon cease and terminate and shall thenceforth be null and void, and the Lessees shall be and remain liable to Lessor for any and all waste and damages to the land permitted, done, or in any way caused by the Lessees.

(18) This Amended Residential Lease Contract is executed to amend that certain contract dated June 5, 1973, by and between the Madison County Board of Supervisors and W. T. Robinson, Jr. and Robert Mahaffey recorded in Book 404 at Page 547, as amended in Book 439 at Page 100, in the records in the office of the Chancery Clerk of Madison County, Mississippi, which was assigned to Lessees by Assignment instrument previously filed of record and in conjunction herewith. This Agreement amends said original Lease Contract only as to the property described herein.

IN WITNESS WHEREOF, this the ____ day of _____, 2026.

LESSOR:

MADISON COUNTY, MISSISSIPPI,
BOARD OF EDUCATION

By: _____
Samuel Kelly, President

ATTEST:

Austin Brown, 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 _____, 2026, within my jurisdiction, the within named **Samuel Kelly and Austin Brown**, 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]

IN WITNESS WHEREOF, this the ____ day of _____, 2026.

LESSEE:

Dick S. Whitaker

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of _____, 2026, within my jurisdiction, the within named **Dick S. Whitaker**, who acknowledged that he executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

IN WITNESS WHEREOF, this the ____ day of _____, 2026.

LESSEE:

Cheryl E. Whitaker

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of _____, 2026, within my jurisdiction, the within named **Cheryl E. Whitaker**, who acknowledged that she executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

Reviewed and approved by the Madison County Board of Supervisors, this the
____ day of _____, 2026.

_____, 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 _____, 2026, 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]