

MADISON COUNTY SCHOOLS

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
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Facsimile: (601) 879-8093
E-mail: lreeves@madison-schools.com

April 8, 2014

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

RE: Documents for Board Approval

Dear Cynthia:


Enclosed please find the following documents:

1. Amendment to Main Street Properties of Flora, LLC Lease regarding Lot 2, Block 18, Jones Addition in the Town of Flora, Madison County, Mississippi. NOTE: This amendment incorporates the new annual lease fee based on reappraisal.

2. Amendment to Main Street Properties of Flora, LLC Lease regarding Lot 1, Block 18, Jones Addition in the Town of Flora, Madison County, Mississippi. NOTE: This amendment incorporates the new annual lease fee based on reappraisal.

3. Amendment to Main Street Properties of Flora, LLC Lease regarding Lots 16 and 17, Block 23 and additional parcel in Jones Addition in the Town of Flora, Madison County, Mississippi. NOTE: This amendment incorporates the new annual lease fee based on reappraisal.

It is requested that the Board of Supervisors approve the enclosed documents at the upcoming Board of Supervisors' meeting to be held April 21, 2014. 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

INDEXING: Lot 1, Block 18, Jones Addition, Town of Flora, Section 16, Township 8 North, Range 1 West, Madison County, Mississippi (Parcel #051E-16B-143/00.00)

LESSOR:

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

LESSEE:

Main Street Properties of Flora, LLC
ATTN: Bryan W. Estes
P.O. Box 70
Flora, MS 39071
Telephone: (769)233-4006

PREPARED BY:

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

**AMENDMENT TO 16TH SECTION RENEGOTIATED COMMERCIAL
PROPERTY LEASE CONTRACT**

WHEREAS, by instrument dated April 19, 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 Renegotiated Sixteenth Section Commercial Property Lease to **MAIN STREET PROPERTIES OF FLORA, LLC, A**

MISSISSIPPI LIMITED LIABILITY COMPANY (hereinafter called "Lessee"), by document recorded in Book 1780 at Page 550 in the office of the Chancery Clerk of Madison County, Mississippi (hereinafter the "Lease Contract"), which describes the following property, to wit:

Lot 1, Block 18, Jones Addition to the Town of Flora, Madison County, Mississippi, according to the map or plat thereof of record in the office of the Chancery Clerk of Madison County, Mississippi.

It is intended to describe, whether accurately described herein or not, that parcel reflected on the current tax rolls as parcel number #051E-16B-143.

WHEREAS, said Lease Contract has a lease term beginning on the 7th day of May, 2004 and ending on the 6th day of May, 2044; and,

WHEREAS, said Lease Contract requires annual rental payments in the amount of Three Hundred Sixty and no/100 Dollars (\$360.00) for the first ten years of the lease, on or before May 7th each year; and

WHEREAS, lease payments have been received by Lessor in said amounts for each year through 2013; 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 May 7, 2014; 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, 2014 payment, annual rentals in advance according to the following schedule:

<u>YEAR</u>	<u>ANNUAL RENTAL</u>
11-20	\$216.00
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.

WITNESS MY HAND this the 7th day of April, 2014.

LESSOR:

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

By: William R. Grissett, Jr.
William R. Grissett, Jr., President

ATTEST:

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

LESSEE:

**MAIN STREET PROPERTIES OF FLORA,
LLC, A Mississippi Limited Liability Company**

By: Bryan W. Estes
Bryan W. Estes, Member

Reviewed and approved by the Madison County Board of Supervisors, this the
__ day of _____, 2014.

Karl M. Banks, President

ATTEST:

Cynthia Parker, 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 _____, 2014, within my jurisdiction, the within named **Karl M. Banks** 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:

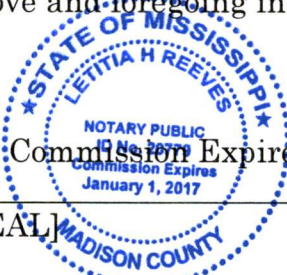
[SEAL]

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 7th day of April, 2014, within my jurisdiction, the within named **William R. Grissett, Jr.** 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.

My Commission Expires:

[SEAL]



Letitia H. 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 1st day of April, 2014, within my jurisdiction, the within named **Bryan W. Estes**, who acknowledged to me that he is a Member of **Main Street Properties of Flora, LLC, a Mississippi limited liability company**, and that for and on behalf of the said Main Street Properties of Flora, LLC, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do..

My Commission Expires:

[SEAL]



Suzanne Holley
NOTARY PUBLIC

INDEXING: Lot 2, Block 18, Jones Addition, Town of Flora, Section 16, Township 8 North, Range 1 West, Madison County, Mississippi (Parcel #051E-16B-144/00.00)

LESSOR:

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

LESSEE:

Main Street Properties of Flora, LLC
ATTN: Bryan W. Estes
P.O. Box 70
Flora, MS 39071
Telephone: (769)233-4006

PREPARED BY:

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

**AMENDMENT TO 16TH SECTION RENEGOTIATED COMMERCIAL
PROPERTY LEASE CONTRACT**

WHEREAS, by instrument dated April 19, 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 Renegotiated Sixteenth Section Commercial Property Lease to **MAIN STREET PROPERTIES OF FLORA, LLC, A**

MISSISSIPPI LIMITED LIABILITY COMPANY (hereinafter called "Lessee"), by document recorded in Book 1780 at Page 572 in the office of the Chancery Clerk of Madison County, Mississippi (hereinafter the "Lease Contract"), which describes the following property, to wit:

Lot 2, Block 18, Jones Addition to the Town of Flora, Madison County, Mississippi, according to the map or plat thereof of record in the office of the Chancery Clerk of Madison County, Mississippi.

It is intended to describe, whether accurately described herein or not, that parcel reflected on the current tax rolls as parcel number #051E-16B-144.

WHEREAS, said Lease Contract has a lease term beginning on the 7th day of May, 2004 and ending on the 6th day of May, 2044; and,

WHEREAS, said Lease Contract requires annual rental payments in the amount of Three Hundred and no/100 Dollars (\$600.00) for the first ten years of the lease, on or before May 7th each year; and

WHEREAS, lease payments have been received by Lessor in said amounts for each year through 2013; 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 May 7, 2014; 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, 2014 payment, annual rentals in advance according to the following schedule:

<u>YEAR</u>	<u>ANNUAL RENTAL</u>
11-20	\$180.00
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.

WITNESS MY HAND this the 7th day of April, 2014.

LESSOR:

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

By: William R. Grissett, Jr.
William R. Grissett, Jr., President

ATTEST:

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

LESSEE:

**MAIN STREET PROPERTIES OF FLORA,
LLC, A Mississippi Limited Liability Company**

By: Bryan W. Estes
Bryan W. Estes, Member

Reviewed and approved by the Madison County Board of Supervisors, this the ___ day of _____, 2014.

Karl M. Banks, President

ATTEST:

Cynthia Parker, 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 _____, 2014, within my jurisdiction, the within named **Karl M. Banks** 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]

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 7th day of April, 2014, within my jurisdiction, the within named **William R. Grissett, Jr.** 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.

Latitia H. 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 1st day of April, 2014, within my jurisdiction, the within named **Bryan W. Estes**, who acknowledged to me that he is a Member of **Main Street Properties of Flora, LLC, a Mississippi limited liability company**, and that for and on behalf of the said Main Street Properties of Flora, LLC, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do..

Suzanne Holley
NOTARY PUBLIC



Anendments\2014\#190 Amendment to Main Street Prop

INDEXING: Lots 16 and 17, Block 23, Jones Addition, Town of Flora and metes and bounds description at back side of said lots, Section 16, Township 8 North, Range 1 West, Madison County, Mississippi (Parcel #051E-16B-132/00.00)

LESSOR:

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

LESSEE:

Main Street Properties of Flora, LLC
ATTN: Bryan W. Estes
P.O. Box 70
Flora, MS 39071
Telephone: (769)233-4006

PREPARED BY:

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

**AMENDMENT TO 16TH SECTION RENEGOTIATED COMMERCIAL
PROPERTY LEASE CONTRACT**

WHEREAS, by instrument dated April 19, 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 Renegotiated Sixteenth Section Commercial

Property Lease to **MAIN STREET PROPERTIES OF FLORA, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY** (hereinafter called "Lessee"), by document recorded in Book 1780 at Page 572 in the office of the Chancery Clerk of Madison County, Mississippi (hereinafter the "Lease Contract"), which describes the following property, to wit:

Lots 16 and 17, Block 23, Town of Flora, Madison County, Mississippi; and a parcel described as beginning at the Southwest corner of Lot 16, of Block 23, and run thence South 23.5 feet; thence East 50 feet; thence North 23.5 feet; thence West to the POINT OF BEGINNING, all in Block 23, of Jones Addition to the Town of Flora, Madison County, Mississippi, lying and being situated in Section 16, Township 8 North, Range 1 West, Madison County, Mississippi; and also a right-of-way and easement for the purpose of ingress and egress to and from Carter Street to the rear of said Lots 16 and 17, reserved in Warranty Deed recorded in Book 111 at Page 91 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

It is intended to describe, whether accurately described herein or not, that parcel reflected on the current tax rolls as parcel number #051E-16B-132.

WHEREAS, said Lease Contract has a lease term beginning on the 7th day of May, 2004 and ending on the 6th day of May, 2044; and,

WHEREAS, said Lease Contract requires annual rental payments in the amount of Six Hundred and no/100 Dollars (\$600.00) for the first ten years of the lease, on or before May 7th each year; and

WHEREAS, lease payments have been received by Lessor in said amounts for each year through 2013; 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 May 7, 2014; 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, 2014 payment, annual rentals in advance according to the following schedule:

<u>YEAR</u>	<u>ANNUAL RENTAL</u>
11-20	\$360.00
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.

WITNESS MY HAND this the 7th day of April, 2014.

LESSOR:

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

By: *William R. Grissett, Jr.*
William R. Grissett, Jr., President

ATTEST:

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

LESSEE:

**MAIN STREET PROPERTIES OF FLORA,
LLC, A Mississippi Limited Liability Company**

By: 

Bryan W. Estes, Member

Reviewed and approved by the Madison County Board of Supervisors, this the
__ day of _____, 2014.

Karl M. Banks, President

ATTEST:

Cynthia Parker, 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 _____, 2014, within my jurisdiction, the within named **Karl M. Banks** 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]

STATE OF MISSISSIPPI
COUNTY OF MADISON

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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 1st day of April, 2014, within my jurisdiction, the within named **Bryan W. Estes**, who acknowledged to me that he is a Member of **Main Street Properties of Flora, LLC, a Mississippi limited liability company**, and that for and on behalf of the said Main Street Properties of Flora, LLC, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do..

Suzanne Holley
NOTARY PUBLIC



My Commission Expires: _____