

**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  
Receptionist: (601) 879-3000  
Facsimile: (601) 879-8093  
E-mail: lreeves@madison-schools.com

October 7, 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. Second Amendment to Other Classification Lease to First Baptist Church of Flora, Inc. regarding Lot 10, Jones Addition, Town of Flora, Madison County, Mississippi. NOTE: This amendment incorporates the new annual lease fee based on reappraisal.
2. Notice to Renew Residential Lease Contract to George Walter Fountain and wife, Katherine M. Fountain, regarding Lot 43, Livingston Subdivision, Part 1.
3. Notice to Renew Residential Lease Contract to Daniel Edwin Robertson and wife, Catherine Louann Robertson, regarding Lot 10, Sherbourne Subdivision, Part 1.

It is requested that the Board of Supervisors approve the enclosed documents at the upcoming Board of Supervisors' meeting to be held October 20, 2014. Should you have any questions or need anything further in this regard, please let me know. Thank you.

Sincerely,

  
Letitia Reeves  
16<sup>th</sup> Section Land Manager

/lr

Enclosures

cc: Dr. Ronnie L. McGehee, Superintendent

INDEXING: Lot 10, Jones Addition, Town of Flora, NW1/4 NW1/4 Section 16, Township 8 North, Range 1 West, Madison County, Mississippi (Parcel#051E-16B-050)

LESSOR:

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

LESSEE:

First Baptist Church of Flora, Inc.  
P.O. Box 163  
Flora, MS 39071  
Telephone: (601)879-8022

PREPARED BY:

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

**SECOND AMENDMENT TO 16TH SECTION OTHER  
PROPERTY LEASE CONTRACT**

WHEREAS, by instrument dated September 19, 1994, 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 **First Baptist Church of Flora, Inc., a Mississippi non-profit corporation** (hereinafter called "Lessee") by document recorded in Book 345 at Page 310 (hereinafter the "Lease Contract") in the office of the Chancery Clerk of Madison County, Mississippi, which describes the following property, to-wit:

Lot 10 of Jones Addition to the Town of Flora according to the 1909 Covington map in the office of the Chancery Clerk of Madison County, Mississippi.

WHEREAS, said Lease Contract has a lease term beginning on the 19<sup>th</sup> day of September, 1994 and ending on the 18<sup>th</sup> day of September, 2034; and,

WHEREAS, said Lease Contract was amended by document recorded in Book 1977 at Page 957 in the office of the Chancery Clerk of Madison County, Mississippi establishing a new annual lease fee based on reappraisal; and

WHEREAS, the amendment to the Lease Contract requires annual rental payments in the amount of Five Hundred Four and no/100 Dollars (\$504.00), on or before September 19<sup>th</sup> each year, beginning with the 2004 payment; and

WHEREAS, lease payments have been received by Lessor in said amount 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 twentieth anniversary date is September 19, 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:

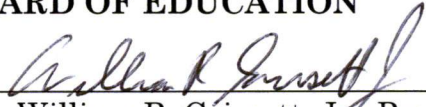
2. Lessee covenants and agrees to pay or cause to be paid to Lessor annually, on or before September 19<sup>th</sup> of each year during the term hereof, beginning with September 19, 2014, annual rentals in advance in the amount of Six Hundred Forty and no/100 Dollars (\$640.00), subject to the rent adjustment clause included herein. This rent represents eight percent (8%) of the present appraised fair market value of the subject property.

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

WITNESS MY HAND this the 6 day of October, 2014.


LESSOR:

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

By:   
William R. Grissett, Jr., President

ATTEST:

  
Sam Kelly, Secretary

  
Ronnie L. McGehee, Madison County  
Superintendent Of Education



LESSEE:

**FIRST BAPTIST CHURCH OF FLORA,  
INC., A MISSISSIPPI NON-PROFIT  
CORPORATION**

By: *[Signature]* (Signature)  
*Barry Stone* (Print Name),  
Chairman of Deacons

By: *[Signature]* (Signature)  
*Mike Green* (Print Name),  
Vice Chairman of Deacons

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 6 day of October, 2014, within my jurisdiction, the within named **William R. Grissett, Jr., Sam Kelly and Ronnie L. McGehee**, who acknowledged to me that they are President, Secretary 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.

*Leptia A. 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 3<sup>rd</sup> day of Sept, 2014, within my jurisdiction, the within named Jerry Seale, who acknowledged to me that he is Chairman of Deacons of the **First Baptist Church of Flora, Inc.**, a Mississippi non-profit corporation, and that for and on behalf of the said First Baptist Church of Flora, Inc., and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

*Jamice Green*  
NOTARY PUBLIC

My Commission Expires:

11-19-2017

[SEAL]



STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 3<sup>rd</sup> day of Sept, 2014, within my jurisdiction, the within named Mike Green, who acknowledged to me that he is Vice Chairman of Deacons of the **First Baptist Church of Flora, Inc.**, a Mississippi non-profit corporation, and that for and on behalf of the said First Baptist Church of Flora, Inc., and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

Janice Green  
NOTARY PUBLIC

My Commission Expires:

11-19-2017

[SEAL]



Amendment 2014 File #651 Amendment to First Baptist Church Lease



**INDEXING:**

Lot 43, Livingston Subdivision, Part 1  
Per Plat Cabinet D at Slide 69-72, City of Madison, Section 16, Township 8 North,  
Range 1 East, Madison County, Mississippi  
Parcel #081E-16-001/02.44

**LESSOR:**

Madison County Board of Education  
117 Fourth Street  
Flora, MS 39071  
Telephone: (601)879-3000

**LESSEE:**

George Walter Fountain and  
Katherine M. Fountain  
116 Livingston Drive  
Madison, MS 39110  
Telephone: (601)936-9099

**PREPARED BY:**

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

**NOTICE TO RENEW  
RESIDENTIAL LEASE CONTRACT**

This Notice to Renew is made and entered into on the 6 day of October, 2014, by and between the Madison County, Mississippi, Board of Education Trustees of the Madison County School District 16<sup>th</sup> Section School Lands Trust ("Lessor") and **George Walter Fountain** and wife, **Katherine M. Fountain** ("Lessee") according to the following terms and provisions:

**A.** Lessor and Lessee executed that certain Residential Lease Contract (the "Lease") for a term of forty years, beginning on the 19th day of May, 2009, and terminating on the 18th day of May, 2049, (the "Primary Term"), covering a parcel of 16<sup>th</sup> Section Land as described therein which is recorded in the office of the Chancery Clerk of Madison County, Mississippi in **Deed Book 2430 at Page 863**, being located in Section 16, Township 8 North, Range 1 East, Madison County, Mississippi, and being more particularly described as:



Lot 43 of Livingston Subdivision, Part 1, 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 69-72, reference to which is hereby made in aid of and as a part of this description, which plat is corrected and ratified by document recorded in Book 1360 at Page 106 in the office of the Chancery Clerk of Madison County, Mississippi.

**B.** This Notice to Renew is executed pursuant to Paragraph (1) of the Lease whereby the Lease provided the Lessee with an option to renew the Lease for an additional term of twenty-five (25) years pursuant to Miss. Code Ann. § 29-3-69 (1972) as amended, commencing on the termination date of the Primary Term (the "Initial Termination Date").

**C.** NOW THEREFORE, the Lessor and Lessee do hereby agree to renew the Lease for an additional term of twenty-five (25) years commencing on the Initial Termination Date; and as a result, **the Lease shall now terminate on the 18th day of May, 2074** (the "Final Termination Date"). Said renewal shall be under the same terms, conditions, and stipulations set forth in the Lease, except the annual rental shall be based upon the fair market value of the subject property, as determined by a qualified appraiser selected by Lessor who performs his or her appraisal not more than twelve (12) months prior to the expiration of the Primary Term.

**D.** Except as amended by this Notice to Renew, the existing Lease shall stay in full force and effect and under the same terms conditions, annual rental, and stipulations set forth in the Lease until the Final Termination Date.

The Lease, as amended by this Notice to Renew, is ratified and confirmed as the valid and subsisting agreement of the parties but without waiver of remedies for any presently existing default.

In Witness Whereof, this Notice to Renew is executed by Lessor pursuant to an order entered upon its minutes and is executed by Lessee on the date first stated above.

LESSOR:

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

By: William R. Grissett, Jr.  
William R. Grissett, Jr., President of the  
Board Of Education

By: Ronnie L. McGehee  
Ronnie L. McGehee, Superintendent Of  
Education

LESSEE:

\_\_\_\_\_  
**George Walter Fountain**

\_\_\_\_\_  
**Katherine M. Fountain**

Reviewed and approved by the Madison County Board of Supervisors, this the \_\_\_\_  
day of \_\_\_\_\_, 2014.

By: \_\_\_\_\_  
Karl M. Banks, President of the  
Board of Supervisors

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 6 day of October, 2014, within my jurisdiction, the within named **William R. Grissett, Jr.** and **Ronnie L. McGehee** who acknowledged to me that they are President of the Madison County Board of Education and Superintendent of Education, respectively, of the **Madison County School District**, and that for and on behalf of the said Madison County School District, 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:



STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

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 **George Walter Fountain** and wife, **Katherine M. Fountain**, who acknowledged to me that they executed the above and foregoing instrument.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
[SEAL]

Extension/2014/#1299 Fountain



**INDEXING:**

Lot 10, Sherbourne Subdivision, Pt 1  
Per Plat Cabinet C at Slide 145, City of Madison, Section 16, Township 7 North,  
Range 2 East, Madison County, Mississippi  
Parcel #072E-16B-020/00.00

LESSOR:  
Madison County Board of Education  
117 Fourth Street  
Flora, MS 39071  
Telephone: (601) 879-3000

LESSEE:  
Daniel Edwin Robertson and  
and Catherine Louann Robertson  
112 Sherbourne Drive  
Madison, MS 39110  
Telephone: ( ) \_\_\_\_\_

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

**NOTICE TO RENEW  
RESIDENTIAL LEASE CONTRACT**

This Notice to Renew is made and entered into on the 6 day of October, 2014, by and between the Madison County, Mississippi, Board of Education Trustees of the Madison County School District 16<sup>th</sup> Section School Lands Trust ("Lessor") and **Daniel Edwin Robertson** and wife, **Catherine Louann Robertson** ("Lessee") according to the following terms and provisions:

A. Lessor and Lessee executed that certain Residential Lease Contract (the "Lease") for a term of forty years, beginning on the 30th day of October, 2006, and terminating on the 29th day of October, 2046, (the "Primary Term"), covering a parcel of 16<sup>th</sup> Section Land as described therein which is recorded in the office of the Chancery Clerk of Madison County, Mississippi in **Deed Book 2125 at Page 170**, being located in Section 16, Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described as:

Lot 10 of Sherbourne Subdivision, Part 1, 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 C at Slide 145, reference to which is hereby made in aid of and as a part of this description.

**B.** This Notice to Renew is executed pursuant to Paragraph (1) of the Lease whereby the Lease provided the Lessee with an option to renew the Lease for an additional term of twenty-five (25) years pursuant to Miss. Code Ann. § 29-3-69 (1972) as amended, commencing on the termination date of the Primary Term (the "Initial Termination Date").

**C.** NOW THEREFORE, the Lessor and Lessee do hereby agree to renew the Lease for an additional term of twenty-five (25) years commencing on the Initial Termination Date; and as a result, **the Lease shall now terminate on the 29th day of October, 2071** (the "Final Termination Date"). Said renewal shall be under the same terms, conditions, and stipulations set forth in the Lease, except the annual rental shall be based upon the fair market value of the subject property, as determined by a qualified appraiser selected by Lessor who performs his or her appraisal not more than twelve (12) months prior to the expiration of the Primary Term.

**D.** Except as amended by this Notice to Renew, the existing Lease shall stay in full force and effect and under the same terms conditions, annual rental, and stipulations set forth in the Lease until the Final Termination Date.

The Lease, as amended by this Notice to Renew, is ratified and confirmed as the valid and subsisting agreement of the parties but without waiver of remedies for any presently existing default.

In Witness Whereof, this Notice to Renew is executed by Lessor pursuant to an order entered upon its minutes and is executed by Lessee on the date first stated above.

LESSOR:

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

By: William R. Grissett, Jr.  
William R. Grissett, Jr., President  
of the Board Of Education

By: Ronnie L. McGehee  
Ronnie L. McGehee, Superintendent Of  
Education

LESSEE:

\_\_\_\_\_  
**Daniel Edwin Robertson**

\_\_\_\_\_  
**Catherine Louann Robertson**

Reviewed and approved by the Madison County Board of Supervisors, this the \_\_\_\_ day of \_\_\_\_\_, 2014.

By: \_\_\_\_\_  
Karl M. Banks, President  
of the Board of Supervisors

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.

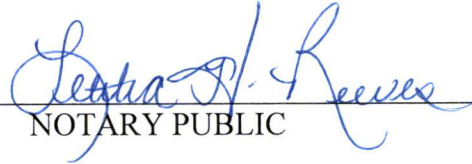
\_\_\_\_\_  
NOTARY PUBLIC

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 6 day of October, 2014, within my jurisdiction, the within named **William R. Grissett, Jr.** and **Ronnie L. McGehee** who acknowledged to me that they are President of the Madison County Board of Education and Superintendent of Education, respectively, of the **Madison County School District**, and that for and on behalf of the said Madison County School District, 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]



STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

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 **Daniel Edwin Robertson** and wife, **Catherine Louann Robertson**, who acknowledged to me that they executed the above and foregoing instrument.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
[SEAL]

Extension/2014/#796 Robertson