

**MADISON COUNTY SCHOOLS**

**Ronnie L. McGehee**  
Superintendent of Education

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Flora, Mississippi 39071  
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February 10, 2015

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


RE: Document for Board Approval

Dear Cynthia:

Enclosed please find an Amendment to 16th Section Other Classification Lease Contract to the Eastbrooke Estates Homeowners' Association regarding 8.44 acres, more or less, of greenspace located within the Eastbrooke Estates subdivision in the City of Madison, Mississippi. This amendment incorporates the new annual lease fee based on the required reappraisal.

It is requested that the Board of Supervisors approve the enclosed document at the upcoming Board of Supervisors' meeting to be held February 16, 2015. 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  
Enclosure  
cc: Dr. Ronnie L. McGehee, Superintendent

INDEXING: 8.44± acre parcel in SW1/4 NE1/4 of Section 16, Township 7 North, Range 2 East, City of Madison, Madison County, Mississippi (Parcel #072E-16A-038/00.00)

LESSOR:

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

LESSEE:

Eastbrooke Estates Homeowners'  
Association  
c/o Robert Ward  
P.O. Box 551  
Madison, MS 39130-0551  
Telephone: (601) 856-9985

PREPARED BY:

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

**AMENDMENT TO 16TH SECTION "OTHER" CLASSIFICATION  
PROPERTY LEASE CONTRACT**

WHEREAS, by instrument dated November 15, 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 Sixteenth Section Other Classification

Property Lease to **EASTBROOKE ESTATES HOMEOWNERS' ASSOCIATION**, a **Mississippi non-profit corporation** (hereinafter called "Lessee"), by document recorded in Book 1861 at Page 533 in the office of the Chancery Clerk of Madison County, Mississippi (hereinafter the "Lease Contract"), which describes the following property, to wit:

Greenspace Detention Area of Eastbrooke Estates Subdivision, 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 No. 137, reference to which is hereby made in aid of and as a part of this description; and

1.15± acres located within the SW1/4 NE1/4 of Section 16, Township 7 North, Range 2 East, City of Madison, Madison County, Mississippi and more particularly described as follows:

Beginning at the southeast corner of Lot 97 of Sherbourne Subdivision, Part 3, as recorded in Plat Cabinet D, Slide 35, in the office of the Chancery Clerk of Madison County, Mississippi, and run South 47 degrees 13 minutes 02 seconds East for 268.84 feet to the northeast corner of Lot 109 of Sherbourne Subdivision, Part 4, as recorded in Plat Cabinet D, Slide 119, in the above mentioned office; thence run west along the north line of said subdivision for 372.12 feet to the northwest corner of Lot 108 of Sherbourne Subdivision, Part 4; thence run North 00 degrees 26 minutes 17 seconds West along the east line of said subdivision for a distance of 181.26 feet to the northeast corner of Lot 102 of Sherbourne Subdivision, Part 4, said point also lying on the south line of said Sherbourne Subdivision, Part 3; thence run along the south line of said Sherbourne Subdivision, Part 3, North 89 degrees 33 minutes 43 seconds East for 176.20 feet back to the Point of Beginning.

Total acreage consisting of 8.44± acres, more or less.

WHEREAS, said Lease Contract has a lease term beginning on the 23rd day of November, 2004 and ending on the 22nd day of November, 2044; and,

WHEREAS, said Lease Contract requires annual rental payments in the amount of Five Hundred Twenty Six and 50/100 Dollars (\$526.50) for the first five



years of the lease; and

WHEREAS, said Lease Contract requires annual rental payments in the amount of Five Hundred Seventy Nine Dollars and 15/100 (\$579.15) for the second five years of the lease, on or before November 23rd 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 November 23, 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 November 23rd of each year during the term hereof, beginning with the November 23, 2014 payment, annual rentals in advance according to the following schedule:

<u>YEAR</u>	<u>ANNUAL RENTAL</u>
11-15	\$740.00
16-20	\$814.00
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 9<sup>th</sup> day of February, 2014. <sup>5<sup>th</sup></sup>

LESSOR:

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

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

ATTEST:

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

LESSEE:

**EASTBROOKE ESTATES HOMEOWNERS'  
ASSOCIATION, a Mississippi Non-Profit  
Corporation**

By: W. Smith  
\_\_\_\_\_, President

Reviewed and approved by the Madison County Board of Supervisors, this the 29<sup>th</sup> day of December, 2014.

\_\_\_\_\_  
Karl M. Banks, 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 \_\_\_\_\_, 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 9 day of February, 2014, <sup>5<sup>th</sup></sup> within my jurisdiction, the within named ~~William R. Grissett, Jr.~~ <sup>Ken McCoy</sup> 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.

*Leticia H. Reeves*  
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 29th day of December 2014, within my jurisdiction, the within named Johnny Durrett, who acknowledged to me that he is President of **Eastbrooke Estates Homeowners' Association, a Mississippi non-profit corporation**, and that for and on behalf of the said Eastbrooke Estates Homeowners' Association, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do..

Jere R. Barnett  
NOTARY PUBLIC

My Commission Expires:

4-15-15

[SEAL]



Anendments\2014#759 Amendment to Eastbrooke Estates Homeowners-Greenspace