

**Letitia H. Reeves**  
16th Section Land Manager

**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

December 21, 2012

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

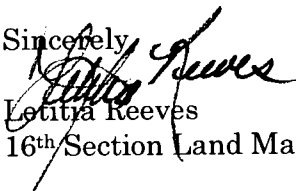
RE: Document for Board Approval

Dear Cynthia:

Enclosed please a Notice to Renew Residential Lease Contract to Ha M. Dang and Mai T. Van regarding Lot 171, Sherbourne Subdivision, Part 4.

It is requested that the Board of Supervisors approve the enclosed document at the upcoming Board of Supervisors' meeting to be held January 7, 2013. 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

Enclosure

cc: Dr. Ronnie L. McGehee, Superintendent  
Mr. Arthur Johnston, Chancery Clerk

**INDEXING:**

Lot 171, Sherbourne Subdivision, Part 4  
Per Plat Cabinet D at Slide 119, City of Madison, Section 16, Township 7 North,  
Range 2 East, Madison County, Mississippi  
Parcel #072E-16B-202/00.00

**LESSOR:**

Madison County Board of Education  
117 Fourth Street  
Post Office Box 159  
Flora, MS 39071  
Telephone: (601) 879-3000

**LESSEE:**

Ha M. Dang and  
Mai T. Van  
101 Sonnet Circle  
Madison, MS 39110  
Telephone: (\_\_\_\_)\_\_\_\_\_

**PREPARED BY:**

Madison County School District  
Post Office Box 159  
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 \_\_\_\_\_ day of \_\_\_\_\_, 2013, 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 **Ha M. Dang and Mai T. Van**, ("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 25<sup>th</sup> day of August, 2003, and terminating on the 24<sup>th</sup> day of August, 2043, (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 540 at Page 711**, being located in Section

16, Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described as:

Lot 171 of Sherbourne Subdivision, Part 4, 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 119, 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 24<sup>th</sup> day of August, 2068** (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: \_\_\_\_\_,  
\_\_\_\_\_, President of  
the Board Of Education

By \_\_\_\_\_  
Ronnie L. McGehee, Superintendent Of  
Education

LESSEE:

\_\_\_\_\_  
**Ha M. Dang**

\_\_\_\_\_  
**Mai T. Van**

Reviewed and approved by the Madison County Board of Supervisors, this the \_\_\_\_ day of \_\_\_\_\_, 2013.

By: \_\_\_\_\_,  
\_\_\_\_\_, President  
of the Board of Supervisors

ATTEST:

\_\_\_\_\_  
Arthur Johnston, 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 \_\_\_\_\_, 2013, within my jurisdiction, the within named \_\_\_\_\_ 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 MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this \_\_\_\_ day of \_\_\_\_\_, 2013, 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]

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this \_\_\_\_ day of \_\_\_\_\_, 2013, within my jurisdiction, the within named **Ha M. Dang**, who acknowledged to me that he executed the above and foregoing instrument.

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

My Commission Expires:

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

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this \_\_\_\_ day of \_\_\_\_\_, 2013, within my jurisdiction, the within named **Mai T. Van**, who acknowledged to me that she executed the above and foregoing instrument.

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

My Commission Expires:

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

Extension/2012/#692 Dang & Van

Letitia H. Reeves  
16th Section Land Manager

**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

December 18, 2012

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


RE: Documents for Board Approval

Dear Cynthia:

Enclosed please the following documents:

1. Notice to Renew Residential Lease Contract to Howell Cobb Ware, Jr. and wife, Cheryl C. Ware, regarding Lot 58, Livingston Subdivision, Part 1.
2. Notice to Renew Residential Lease Contract to Linda C. Werkheiser Smith and husband, Chaney A. Smith, regarding Lot 12, Belle Rose Subdivision.
3. Notice to Renew Residential Lease Contract to Stuart Lane Warren and wife, Mary Katherine Warren, regarding Lot 42, Livingston Subdivision, Part 2.
4. Duplicate originals of the Third Amendment to Tower Site Lease Agreement with Verizon Wireless and three originals of the Memorandum of Agreement. NOTE: These documents incorporate the new annual lease fee based on reappraisal per Statutory requirements.

It is requested that the Board of Supervisors approve the enclosed documents at the upcoming Board of Supervisors' meeting to be held January 7, 2013. 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  
Mr. Arthur Johnston, Chancery Clerk

**INDEXING:**

Lot 42, 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-16-001/02.43

**LESSOR:**

Madison County Board of Education  
117 Fourth Street  
Post Office Box 159  
Flora, MS 39071  
Telephone: (601) 879-3000

**LESSEE:**

Stuart Lane Warren and  
Mary Katherine Warren  
118 Livingston Drive  
Madison, MS 39110  
Telephone: (601)906-5956

**PREPARED BY:**

Madison County School District  
Post Office Box 159  
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 \_\_\_\_\_ day of \_\_\_\_\_, 2012, 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 **Stuart Lane Warren** and wife, **Mary Katherine Warren** ("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 9th day of December, 2003, and terminating on the 8th day of December, 2043, (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 1726 at Page 402**, being located in Section 16, Township 8 North, Range 1 East, Madison County, Mississippi, and being more particularly described as:

Lot 42 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 8th day of December, 2068** (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: \_\_\_\_\_,  
\_\_\_\_\_, President of  
the Board Of Education



By \_\_\_\_\_  
Ronnie L. McGehee, Superintendent Of  
Education

LESSEE:

\_\_\_\_\_  
**Stuart Lane Warren**

\_\_\_\_\_  
**Mary Katherine Warren**

Reviewed and approved by the Madison County Board of Supervisors, this the \_\_\_\_  
day of \_\_\_\_\_, 2013.

By: \_\_\_\_\_  
\_\_\_\_\_, President of  
the Board of Supervisors

ATTEST:

\_\_\_\_\_  
Arthur Johnston, 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 \_\_\_\_\_, 2013, 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]

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 \_\_\_\_\_, 2013, within my jurisdiction, the within named \_\_\_\_\_ 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 \_\_\_\_\_, 2012, within my jurisdiction, the within named **Stuart Lane Warren** and wife, **Mary Katherine Warren**, who acknowledged to me that they executed the above and foregoing instrument.

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

My Commission Expires:

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

Extension/2012/#1298 Warren

**INDEXING:**

Lot 12, Belle Rose Subdivision  
Per Plat Cabinet D at Slide 7, City of Madison, Section 16, Township 7 North,  
Range 2 East, Madison County, Mississippi  
Parcel #072E-16B-107/00.00

**LESSOR:**

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

**LESSEE:**

Linda C. Werkheiser Smith  
and Chaney A. Smith  
244 Belle Rose Circle  
Madison, MS 39110  
Telephone: ( ) \_\_\_\_\_

**PREPARED BY:**

Madison County School District  
Post Office Box 159  
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 \_\_\_\_\_ day of \_\_\_\_\_, 2012, 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 **Linda C. Werkheiser Smith, formerly known as Linda C. Werkheiser**, and husband, **Chaney A. Smith** ("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 29th day of October, 1999, and terminating on the 28th day of October, 2039, (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 453 at Page 325**, being located in Section 16, Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described as:

Lot 12 of Belle Rose 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 7, 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 28th day of October, 2064** (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: \_\_\_\_\_,  
\_\_\_\_\_, President  
of the Board Of Education

By \_\_\_\_\_  
Ronnie L. McGehee, Superintendent Of  
Education

LESSEE:

\_\_\_\_\_  
**Linda C. Werkheiser Smith**

\_\_\_\_\_  
**Chaney A. Smith**

Reviewed and approved by the Madison County Board of Supervisors, this the \_\_\_\_  
day of \_\_\_\_\_, 2013.

By: \_\_\_\_\_  
\_\_\_\_\_  
President  
of the Board of Supervisors

ATTEST:

\_\_\_\_\_  
Arthur Johnston, 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 \_\_\_\_\_, 20\_\_\_\_, 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]

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 \_\_\_\_\_, 20\_\_\_\_, within my jurisdiction, the within named \_\_\_\_\_ 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 \_\_\_\_\_, 20\_\_\_\_, within my jurisdiction, the within named **Linda C. Werkheiser Smith** and husband, **Chaney A. Smith** who acknowledged to me that they executed the above and foregoing instrument.

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

My Commission Expires:

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

Extension\2012#1117 Smith

**INDEXING:**

Lot 58, 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-16-001/02.59

**LESSOR:**

Madison County Board of Education  
117 Fourth Street  
Post Office Box 159  
Flora, MS 39071  
Telephone: (601) 879-3000

**LESSEE:**

Howell Cobb Ware, Jr. and  
Cheryl C. Ware  
116 Livingston 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 **Howell Cobb Ware, Jr.** and wife, **Cheryl C. Ware** ("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 September, 2006, and terminating on the 18th day of September, 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 2101 at Page 607**, being located in

Section 16, Township 8 North, Range 1 East, Madison County, Mississippi, and being more particularly described as:

Lot 58 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 September, 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: \_\_\_\_\_,  
\_\_\_\_\_, President of  
the Board Of Education



By \_\_\_\_\_  
Ronnie L. McGehee, Superintendent Of  
Education

LESSEE:

\_\_\_\_\_  
**Howell Cobb Ware, Jr.**

\_\_\_\_\_  
**Cheryl C. Ware**

Reviewed and approved by the Madison County Board of Supervisors, this the \_\_\_\_  
day of \_\_\_\_\_, 2013.

By: \_\_\_\_\_  
\_\_\_\_\_, President of  
the Board of Supervisors

ATTEST:

\_\_\_\_\_  
Arthur Johnston, 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 \_\_\_\_\_, 2013, 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]

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 \_\_\_\_\_, 2013, within my jurisdiction, the within named \_\_\_\_\_ 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 \_\_\_\_\_, 2012, within my jurisdiction, the within named **Howell Cobb Ware, Jr.** and wife, **Cheryl C. Ware**, who acknowledged to me that they executed the above and foregoing instrument.

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

My Commission Expires:

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

Extension/2012/#1314 Ware



**Attorneys at Law**  
Alabama  
Florida  
Louisiana  
**Mississippi**  
Tennessee  
Texas  
Washington, DC

December 7, 2012

**Holmes S. Adams**  
Direct: 601.292.0723  
E-Fax: 601.944.9023  
holmes.adams@arlaw.com

Ms. Letitia Reeves  
Madison County School District  
Post Office Box 159  
Flora, MS 39071

Re: Verizon Lease Documents

Dear Letitia:

I enclose two duplicate originals of (1) Third Amendment to Tower Site Lease Agreement with Verizon Wireless and (2) three duplicate originals of Memorandum of Agreement. All have been signed by Verizon and Madison County School District. They must now be approved and signed by Board of Supervisors. I know that President of Board has changed since these documents were produced. Just ask Board President to mark through and enter proper name. Clerk must attest but no notary is necessary.

Sincerely,

Holmes S. Adams

Enclosures

**THIRD AMENDMENT TO TOWER SITE LEASE AGREEMENT**  
**16TH SECTION COMMERCIAL PROPERTY LEASE CONTRACT**

This Third Amendment to Tower Site Lease Agreement (this "Third Amendment") is made this 1 day of July, 2011 (the "Effective Date"), by and between **MADISON COUNTY, MISSISSIPPI, BOARD OF EDUCATION TRUSTEES** of the MADISON COUNTY SCHOOL DISTRICT 16TH SECTION SCHOOL LANDS TRUST, hereinafter "Lessor", and **JACKSON CELLULAR TELEPHONE CO., INC., a Delaware corporation d/b/a Verizon Wireless**, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter "Lessee".

WHEREAS, by instrument dated July 1, 1996, the Lessor, granted a Sixteenth Section Land Lease Contract to Jackson Cellular Telephone Co., Inc., a Delaware corporation, predecessor in interest to Lessee, which instrument was recorded in Book 380 at Page 800 in the records in the office of the Chancery Clerk of Madison County, Mississippi, (hereinafter the "Lease"), which describes the following property, to-wit:

The legal description is attached hereto as Exhibit "A" and incorporated herein by reference.

WHEREAS, said Lease has a primary lease term beginning on the 1<sup>st</sup> day of July, 1996 and ending on the 30<sup>th</sup> day of June, 2001, with provisions for three (3) subsequent five (5) year renewals; and,

WHEREAS, the Lease was amended by documents recorded in Book 493 at Page 478 and Book 2317 at Page 793 in the office of the Chancery Clerk of Madison County, Mississippi, in order to amend the annual rental payment for the first and second renewal terms of the Lease; and

WHEREAS, said Lease, pursuant to paragraph (5), states that the annual rental for the third renewal term should be based upon appraisal of fair market rental value; and

WHEREAS, Lessor and Lessee agree that the beginning date for the Third Renewal Term shall be July 1, 2011; and

WHEREAS, paragraph (4) of the Lease states that the lease shall automatically be renewed for each successive renewal term unless Lessee notifies Lessor of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the initial term or the renewal term which is then in effect; and

WHEREAS, Lessee has not notified Lessor that it wishes to terminate said Lease according to the terms of the Lease; and

WHEREAS, the subject property has been reappraised setting a new annual lease payment pursuant to paragraph (5c) of the Lease.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to be legally bound to this Third Amendment as follows:

1. Paragraph 5(c) of the Lease should be amended to provide rental payments for the Third renewal term shall be as follows:

THIRD RENEWAL TERM    ANNUAL RENTAL

July 1, 2011 to June 30, 2016	“Base Annual Rent” is \$13,500.00 annually, plus 12.5% of any Sublease Rental paid to Lessee consistent with Paragraph 12 below.
-------------------------------	--

Failure of Lessee to pay the annual rentals listed above, as consistent with Paragraph 12 below, shall constitute a breach of this lease agreement.

The Parties agree and acknowledge the term “Sublease Rental” shall mean any rent paid by a sublessee to Lessee for use of a portion of the subject property pursuant to a sublease agreement.

2. Paragraph 4 of the Lease Contract is hereby amended and supplemented to provide the following language at the end of said Paragraph 4:

At the end of the Third renewal term, this Lease shall automatically be extended for three (3) additional five (5) year terms (“Extension Terms”) unless Lessee terminates it at the end of the then current term by giving Lessor written notice of the intent to terminate at least thirty (30) days prior to the end of the then current term.

3. Paragraph 5(d) is hereby created and inserted into the Lease to provide as follows:

The Base Annual Rent for each five (5) year Extension Term shall increase ten (10%) percent over the Base Annual Rent due for the immediately preceding five (5) year renewal term or Extension Term. The foregoing notwithstanding, the Parties agree that the Base Annual Rent shall be based upon appraisal of fair market rental value and, in the event Lessor determines the Base Annual Rent is below the appraisal of fair market rental value, upon request of Lessor, the Parties shall process an Amendment to document escalation of the Base Annual Rent for the applicable Extension Term to be in line with the agreed upon appraisal of fair market rental value. Also, during any applicable Extension Term, in addition to Base Annual Rent, Lessee shall pay as additional rent 12.5% of any Sublease Rental, consistent with Paragraph 12 below.

4. Paragraph 11(d) is hereby created and inserted into the Lease to provide as follows:

Notwithstanding anything to the contrary contained herein, provided Lessee is not in default hereunder beyond applicable notice and cure periods, Lessee shall have the right

to terminate this Lease upon the annual anniversary of the date the Lease is fully executed by both parties, provided that ninety (90) days prior notice is given to Lessor.

5. Paragraph 12 of the Lease is hereby deleted in its entirety and amended and restated to provide as follows:
  - a. Lessee may sublease any portion of the Property at its sole discretion to the licensed wireless communications providers and/or LESSEE's principal, affiliates, subsidiaries of its principal, upon notice to Lessor. Any sublease that is entered into by Lessee shall be subject to the provisions of this Lease and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. The term "Sublease", "Sublet", "Sublessee" and any other similar term shall apply to any situation by which Lessee allows a third party use of the Property for colocation, whether it be by formal sublease, license or other agreement. All rights and responsibilities of Lessee set forth in this Lease shall be enjoyed by and binding on any Sublessee.
  - b. In the event Lessee subleases any portion of the Property, in accordance with this Lease, any rental paid by any Sublessee(s), as the same may be escalated pursuant to terms of applicable sublease agreement, shall be divided between the Lessor and the Lessee in the following manner: 12.5% to Lessor and 87.5% to Lessee. Any Sublessee shall be instructed to pay the foregoing percentage amounts directly to the Lessor and the Lessee. In this event: i. The Lessee shall have no liability of any nature to the Lessor for failure to sublet all or any part of the premises to any or all potential Sublessee(s). ii. At Lessor's request, Lessee will provide Lessor with a tri-party agreement to be executed by the Lessee, its Sublessee, and Lessor to confirm direct payment obligation from the Sublessee to the Lessor and to indicate Lessor has been notified of the sublease. The foregoing notwithstanding, 100% of any rental owed pursuant to a sublease of any portion of the Property entered into by Lessee on or before July 1, 2011 shall be paid directly to Lessee, with 12.5% of said sublease rental then paid by Lessee to Lessor, until such time as a tri-party agreement is executed by the Lessee, applicable Sublessee(s), and Lessor to confirm direct payment obligation from the Sublessee to the Lessor. In the event any Sublessee fails to pay the Lessor as directed, Lessee shall pay the 12.5% of Sublease Rental to Lessor within forty-five (45) days of receipt of notice from Lessor and may seek reimbursement from said Sublessee.
  - c. It is understood and agreed by the Parties that the foregoing rental percentage amounts shall only apply if the Lessee is able to accommodate all of Sublessee's facilities within Lessee's lease area. If the Lessee is unable to accommodate any or part of Sublessee's facilities within the lease area, then Lessor may enter into an agreement with the Sublessee for a portion of the property that Sublessee requires to locate its facilities. In this event, Lessee shall receive 100% of the rental for that portion of the facilities that are located within the limits of the lease area and Lessor shall receive 100% of the rental, negotiated by the Lessor and Sublessee, for the

portion of Sublessee's facilities that are located on the property outside Lessee's Property.

d. The rental provisions of this section shall not apply to any subletting for public emergency and/or safety systems purposes (i.e. police, ambulance and/or fire), that may be required or ordered by any governmental authority having jurisdiction over Lessee or the Property. Lessee shall not be required to pay any amount to Lessor in connection with the subletting for public emergency and/or safety system purposes that may be required or ordered by any governmental authority having jurisdiction. Notwithstanding any other provision of this Lease, Lessee shall not be required to obtain any approval from Lessor for the subletting for public emergency and/or safety system purposes.

6. Paragraph 21 is hereby deleted in its entirety and amended and restated to provide as follows:

Notices. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

LESSOR: Madison County Superintendent of Education  
117 4<sup>th</sup> Street  
Flora, Mississippi 39071

LESSEE: Jackson Cellular Telephone Co., Inc.  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

7. Paragraph 23 is hereby deleted in its entirety and amended and restated to provide as follows:

Assignment. This Lease may be sold, assigned or transferred by the Lessee without any approval or consent of the Lessor to the Lessee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Lease may not be sold, assigned or transferred without the written consent of the Lessor, which such consent will not be unreasonably withheld, delayed or conditioned.

No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder.

8. All remaining provisions of the Lease, as previously amended, shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the Parties hereto.
9. The Lease, as amended, and this Third Amendment contain all agreements, promises or understandings between Lessor and Lessee and no verbal or oral agreements, promises or understandings shall be binding upon either the Lessor or Lessee in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Lease, as amended, and this Third Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Lease, as amended, and this Third Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Lease, as amended, and this Third Amendment.
10. The Lease will remain in full force and effect as to all other provisions contained therein.

[SIGNATURES TO FOLLOW]

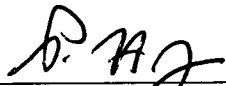
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IN WITNESS WHEREOF, the Parties have set forth their hand and seal as of the date indicated below.


LESSOR:


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

By:   
Philip Huskey, President

Date: July 2, 2012

ATTEST:

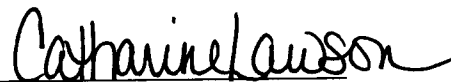
  
Shirley Simmons, Secretary

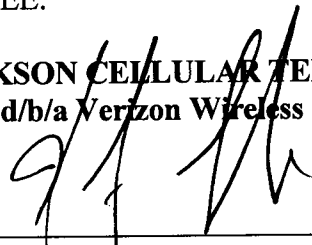
  
Dr. Ronnie L. McGehee, Madison County  
Superintendent Of Education

WITNESS:

LESSEE:

**JACKSON CELLULAR TELEPHONE CO.,  
INC. d/b/a Verizon Wireless**

By:   
Print Name: Catharine Lawson

By:   
Name: Hans F. Leutenegger  
Title: Area Vice President Network  
Date: 10/17/2012

Reviewed and approved by the Madison County Board of Supervisors, this the \_\_\_ day of \_\_\_\_\_, 201\_.

~~\_\_\_\_\_  
Timothy L. Johnson, President~~

ATTEST:

\_\_\_\_\_  
Arthur Johnston, Clerk

LESSOR:

Madison County, Mississippi Board  
of Education Trustees of The Madison  
County School District 16<sup>th</sup> Section  
School Lands Trust  
P.O. Box 159  
117 4th Street  
Flora, MS 39071  
Telephone: (601) 879-3000

A certain tract or parcel of land situated in Section 16, T8N, R1E, Madison County, Mississippi, containing 2.808 acres, more or less, and being more particularly described as follows:

Commence at the SW corner of Section 16, T8N, R1E, Madison County, Mississippi, and run N 01° 45' 10.4" E along a line between the said SW corner and the NW corner of Section 16, T8N, R1E, for a distance of 1,449.61 feet; thence run N 65° 00' 00.0" E for a distance of 731.72 feet to a 5/8" rebar and the POINT OF BEGINNING; thence run N 25° 00' 00.0" W for a distance of 47.32 feet to a 5/8" rebar; thence run N 04° 08' 55.4" E for a distance of 426.72 feet to a 5/8" rebar; thence run N 65° 00' 00.0" E for a distance of 60.00 feet to a 5/8" rebar; thence run S 54° 08' 55.5" E for a distance of 426.72 feet to a 5/8" rebar; thence run S 25° 00' 00.0" E for a distance of 47.32 feet to a 5/8" rebar; thence run S 65° 00' 00.0" W for a distance of 475.69 feet to the POINT OF BEGINNING.

A certain tract or parcel of land situated in Section 16, T8N, R1E, Madison County, Mississippi, containing 1.812 acres, more or less, and being more particularly described as follows:

Commence at the SW corner of Section 16, T8N, R1E, Madison County, Mississippi, and run N 01° 45' 10.4" E along a line between the said SW corner and the NW corner of Section 16, T8N, R1E, for a distance of 1,449.61 feet; thence run N 65° 00' 00.0" E for a distance of 731.72 feet to a 5/8" rebar and the Southernmost corner of a 2.808 acre tract of land leased by Century Cellulose, Inc.; thence continue N 65° 00' 00.0" E along the Southerly line of said tract for a distance of 475.69 feet to a 5/8" rebar, the Southeast corner of said tract and the POINT OF BEGINNING; thence run S 85° 55' 06.6" E for a distance of 37.50 feet; thence run N 85° 39' 14.2" E for a distance of 67.73 feet; thence run along a curve to the left for an arc distance of 177.35 feet (R=280.00', Chord=174.40' - N 67° 30' 31.6" E); thence run N 49° 21' 49.0" E for a distance of 208.12 feet; thence run along a curve to the right for an arc distance of 186.78 feet (R=270.00', Chord=183.08' - N 69° 10' 55.2" E); thence run N 89° 00' 01.5" E for a distance of 35.55 feet; thence run along a curve to the left for an arc distance of 119.76 feet (R=100.00', Chord=112.73' - N 54° 41' 28.9" E); thence run N 20° 22' 56.3" E for a distance of 57.60 feet; thence run along a curve to the right for an arc distance of 103.50 feet (R=150.00', Chord=101.46' - N 40° 08' 57.7" E); thence run N 59° 54' 59.0" E for a distance of 49.13 feet; thence run along a curve to the left for an arc distance of 52.08 feet (R=80.00', Chord=51.16' - N 41° 16' 01.2" E); thence run N 22° 57' 03.4" E for a distance of 57.31 feet; thence run along a curve to the right for an arc distance of 145.91 feet (R=120.00', Chord=137.08' - N 57° 26' 59.3" E); thence run S 87° 43' 03.8" E for a distance of 36.07 feet; thence run N 70° 48' 21.9" E for a distance of 129.95 feet; thence run N 77° 15' 45.1" E for a distance of 98.94 feet; thence run along a curve to the left for an arc distance of 113.22 feet (R=105.00', Chord=107.82' - N 46° 22' 14.6" E); thence run N 15° 28' 44.1" E for a distance of 77.07 feet to the centerline of State Highway 463; thence run S 78° 19' 47.2" E along said centerline for a

EXHIBIT "A"

Page 1 of 2

distance of 40.09 feet; thence run S 15° 28' 44.1" W for a distance of 79.73 feet; thence run along a curve to the right for an arc distance of 156.36 feet (R=145.00', Chord=148.89' - S 46° 22' 14.6" W); thence run S 77° 15' 45.1" W for a distance of 96.69 feet; thence run S 70° 48' 21.9" W for a distance of 135.28 feet; thence run N 87° 43' 03.8" W for a distance of 55.66 feet; thence run along a curve to the left for an arc distance of 97.27 feet (R=80.00', Chord=91.39' - S 57° 26' 59.8" W); thence run S 22° 57' 03.4" W for a distance of 57.31 feet; thence run along a curve to the right for an arc distance of 78.12 feet (R=120.00', Chord=76.75' - S 41° 16' 01.2" W); thence run S 59° 54' 59.0" W for a distance of 49.13 feet; thence run along a curve to the left for an arc distance of 75.90 feet (R=110.00', Chord=74.40' - S 40° 08' 57.7" W); thence run S 20° 22' 56.3" W for a distance of 57.60 feet; thence run along a curve to the right for an arc distance of 167.67 feet (R=140.00', Chord=157.82' - S 54° 41' 28.9" W); thence run S 89° 00' 01.5" W for a distance of 35.55 feet; thence run along a curve to the left for an arc distance of 159.11 feet (R=230.00', Chord=155.96' - S 69° 10' 55.2" W); thence run S 49° 21' 49.0" W for a distance of 208.12 feet; thence run along a curve to the right for an arc distance of 203.68 feet (R=320.00', Chord=199.31' - S 67° 30' 31.6" W); thence run S 85° 39' 14.2" W for a distance of 67.73 feet; thence run along a curve to the left for an arc distance of 80.60 feet (R=130.00', Chord=79.32' - S 67° 53' 30.6" W); thence run S 50° 00' 46.9" W for a distance of 75.00 feet; thence run N 39° 52' 13.1" W for a distance of 73.28 feet; thence run N 65° 00' 00.0" E for a distance of 152.03 feet to the POINT OF BEGINNING.

Lessee Site Name: Madison County (North Jackson) / 198421

AFTER RECORDING RETURN TO:

PENNINGTON LAW FIRM, L.L.C.  
P.O. BOX 2844  
COLUMBIA, S.C. 29202

STATE OF MISSISSIPPI            )  
  )  
COUNTY OF MADISON            )

**MEMORANDUM OF AMENDMENT TO TOWER SITE LEASE AGREEMENT**

This Memorandum of Amendment to Tower Site Lease Agreement ("Memorandum") is made this 2nd day of July, 2012, between **MADISON COUNTY, MISSISSIPPI, BOARD OF EDUCATION TRUSTEES** of the MADISON COUNTY SCHOOL DISTRICT 16TH SECTION SCHOOL LANDS TRUST, hereinafter "Lessor", and **JACKSON CELLULAR TELEPHONE CO., INC., a Delaware corporation d/b/a Verizon Wireless**, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter "Lessee".

**WHEREAS**, by instrument dated July 1, 1996, the Lessor, granted a Sixteenth Section Land Lease Contract to Jackson Cellular Telephone Co., Inc., a Delaware corporation, predecessor in interest to Lessee, which instrument was recorded in Book 380 at Page 800 in the records in the office of the Chancery Clerk of Madison County, Mississippi, (hereinafter the "Lease");

**WHEREAS**, pursuant to the Lease, as amended, Lessee leases from Lessor a portion of that certain parcel of land located in Madison County, Mississippi being further described on Exhibit A attached hereto (the "Subject Property"); and

**WHEREAS**, Lessor and Lessee entered into that certain Third Amendment to Tower Site Lease Agreement ("Third Amendment"), in order to amend, supplement and/or modify the Lease;

**WHEREAS**, this Memorandum is not intended to supersede, replace, or release Lessee's rights under any prior recorded Memorandum;

Lessee Site Name: Madison County (North Jackson) / 198421

1. The portion of the Subject Property leased by Lessor to Lessee pursuant to the Agreement, as amended by the First Amendment, is further described on Exhibit A attached hereto.
2. The initial term of the Agreement was five (5) years and commenced on July 1, 1996. The term of the Lease was extended for three (3) additional five (5) year renewal terms. The Third renewal term expires June 30, 2016.

At the end of the Third renewal term, this Lease shall automatically be extended for three (3) additional five (5) year terms ("Extension Terms") unless Lessee terminates it at the end of the then current term by giving Lessor written notice of the intent to terminate at least thirty (30) days prior to the end of the then current term.

3. The terms, covenants and provisions of the Agreement of which this is a Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

[SIGNATURES TO FOLLOW]

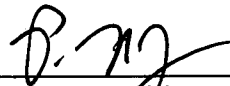
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Lessee Site Name: Madison County (North Jackson) / 198421

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, Lessor and Lessee have caused this Memorandum to be duly executed on the date first written above.

LESSOR:


MADISON COUNTY, MISSISSIPPI,  
BOARD OF EDUCATION

By:   
Philip Huskey, President

Date: 11/12/12

ATTEST:

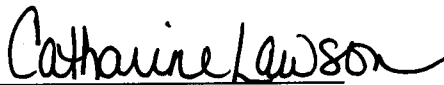
  
Shirley Simmons, Secretary

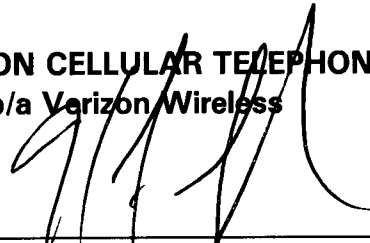
  
Dr. Ronnie L. McGehee, Madison County  
Superintendent Of Education

WITNESS:

LESSEE:

JACKSON CELLULAR TELEPHONE CO.,  
INC. d/b/a Verizon Wireless

By:   
Print Name: Catharine Lawson

By:   
Name: Hans F. Leutenegger  
Title: Area Vice President Network  
Date: 10/17/2012

Lessee Site Name: Madison County (North Jackson) / 198421

Reviewed and approved by the Madison County Board of Supervisors, this the  
\_\_\_ day of \_\_\_\_\_, 201\_.

~~Timothy L. Johnson~~, President

ATTEST:

\_\_\_\_\_  
Arthur Johnston, Clerk

LESSOR:

Madison County, Mississippi Board  
of Education Trustees of The Madison  
County School District 16<sup>th</sup> Section  
School Lands Trust  
P.O. Box 159  
117 4th Street  
Flora, MS 39071  
Telephone: (601) 879-3000



Lessee Site Name: Madison County (North Jackson) / 198421

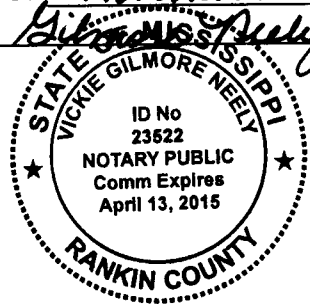
STATE OF Mississippi )  
 )  
COUNTY OF Madison )

### ACKNOWLEDGEMENT

I, Vickie Gilmore Neely a Notary Public for said County and State, do hereby certify that Philip Huskey, to me personally known, who, being by me duly sworn, did say that he is President of **MADISON COUNTY, MISSISSIPPI, BOARD OF EDUCATION**, and that he, being authorized to do so, executed the foregoing instrument on behalf of **MADISON COUNTY, MISSISSIPPI, BOARD OF EDUCATION**.

Sworn to and subscribed before me  
this 12<sup>th</sup> day of November, 2012.

Vickie Gilmore Neely  
Notary Public



Lessee Site Name: Madison County (North Jackson) / 198421

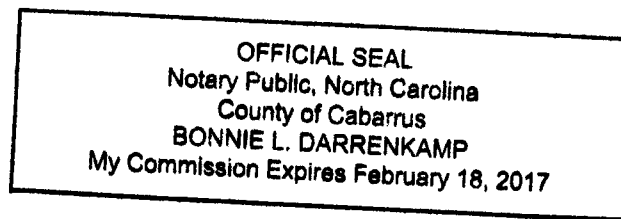
STATE OF NORTH CAROLINA :  
: **ACKNOWLEDGEMENT**  
COUNTY OF MECKLENBURG :

I, Bonnie L. Darrenkamp, a Notary Public for Cabarrus County and State of North Carolina, do hereby certify that Hans F. Leutenegger, to me personally known, who, being by me duly sworn, did say that he is Area Vice President Network of **JACKSON CELLULAR TELEPHONE CO., INC., a Delaware corporation d/b/a Verizon Wireless**, and that he, being authorized to do so, executed the foregoing instrument on behalf of **JACKSON CELLULAR TELEPHONE CO., INC., a Delaware corporation d/b/a Verizon Wireless**.

Sworn to and subscribed before me  
this 17<sup>th</sup> day of October, 2012.

Bonnie L. Darrenkamp  
Notary Public

My Commission Expires: \_\_\_\_\_



Lessee Site Name: Madison County (North Jackson) / 198421

**Exhibit A**

[Description of Subject Property and Premises]

A certain tract or parcel of land situated in Section 16, T8N, R1E, Madison County, Mississippi, containing 2.808 acres, more or less, and being more particularly described as follows:

Commence at the SW corner of Section 16, T8N, R1E, Madison County, Mississippi, and run N 01° 45' 10.4" E along a line between the said SW corner and the NW corner of Section 16, T8N, R1E, for a distance of 1,449.61 feet; thence run N 65° 00' 00.0" E for a distance of 731.72 feet to a 5/8" rebar and the POINT OF BEGINNING; thence run N 25° 00' 00.0" W for a distance of 47.32 feet to a 5/8" rebar; thence run N 04° 08' 55.4" E for a distance of 426.72 feet to a 5/8" rebar; thence run N 65° 00' 00.0" E for a distance of 60.00 feet to a 5/8" rebar; thence run S 54° 08' 55.5" E for a distance of 426.72 feet to a 5/8" rebar; thence run S 25° 00' 00.0" E for a distance of 47.32 feet to a 5/8" rebar; thence run S 65° 00' 00.0" W for a distance of 475.69 feet to the POINT OF BEGINNING.

A certain tract or parcel of land situated in Section 16, T8N, R1E, Madison County, Mississippi, containing 1.812 acres, more or less, and being more particularly described as follows:

Commence at the SW corner of Section 16, T8N, R1E, Madison County, Mississippi, and run N 01° 45' 10.4" E along a line between the said SW corner and the NW corner of Section 16, T8N, R1E, for a distance of 1,449.61 feet; thence run N 65° 00' 00.0" E for a distance of 731.72 feet to a 5/8" rebar and the Southernmost corner of a 2.808 acre tract of land leased by Century Cellnet, Inc.; thence continue N 65° 00' 00.0" E along the Southerly line of said tract for a distance of 475.69 feet to a 5/8" rebar, the Southeast corner of said tract and the POINT OF BEGINNING; thence run S 85° 53' 06.6" E for a distance of 37.50 feet; thence run N 85° 39' 14.2" E for a distance of 67.73 feet; thence run along a curve to the left for an arc distance of 177.35 feet (R=280.00', Chord=174.40' - N 67° 30' 31.6" E); thence run N 49° 21' 49.0" E for a distance of 208.12 feet; thence run along a curve to the right for an arc distance of 136.73 feet (R=270.00', Chord=183.08' - N 69° 10' 55.2" E); thence run N 89° 00' 01.5" E for a distance of 35.55 feet; thence run along a curve to the left for an arc distance of 119.76 feet (R=100.00', Chord=112.73' - N 54° 41' 28.9" E); thence run N 20° 22' 56.3" E for a distance of 57.60 feet; thence run along a curve to the right for an arc distance of 103.50 feet (R=150.00', Chord=101.46' - N 40° 08' 57.7" E); thence run N 59° 54' 59.0" E for a distance of 49.13 feet; thence run along a curve to the left for an arc distance of 52.08 feet (R=80.00', Chord=51.16' - N 41° 16' 01.2" E); thence run N 22° 37' 03.4" E for a distance of 57.31 feet; thence run along a curve to the right for an arc distance of 145.91 feet (R=120.00', Chord=137.08' - N 57° 26' 59.8" E); thence run S 87° 43' 03.8" E for a distance of 36.07 feet; thence run N 70° 48' 21.9" E for a distance of 129.95 feet; thence run N 77° 15' 45.1" E for a distance of 98.94 feet; thence run along a curve to the left for an arc distance of 113.22 feet (R=105.00', Chord=107.82' - N 46° 22' 14.6" E); thence run N 15° 28' 44.1" E for a distance of 77.07 feet to the centerline of State Highway 463; thence run S 78° 19' 47.2" E along said centerline for a

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distance of 40.09 feet; thence run S 15° 28' 44.1" W for a distance of 79.73 feet; thence run along a curve to the right for an arc distance of 156.36 feet (R=145.00', Chord=148.89' - S 46° 22' 14.6" W); thence run S 77° 15' 45.1" W for a distance of 96.69 feet; thence run S 70° 48' 21.9" W for a distance of 135.28 feet; thence run N 87° 43' 03.8" W for a distance of 53.66 feet; thence run along a curve to the left for an arc distance of 97.27 feet (R=80.00', Chord=91.39' - S 57° 26' 59.8" W); thence run S 22° 37' 03.4" W for a distance of 57.31 feet; thence run along a curve to the right for an arc distance of 78.12 feet (R=120.00', Chord=76.75' - S 41° 16' 01.2" W); thence run S 59° 54' 59.0" W for a distance of 49.13 feet; thence run along a curve to the left for an arc distance of 75.90 feet (R=110.00', Chord=74.40' - S 40° 08' 57.7" W); thence run S 20° 22' 56.3" W for a distance of 57.60 feet; thence run along a curve to the right for an arc distance of 167.67 feet (R=140.00', Chord=157.82' - S 54° 41' 28.9" W); thence run S 89° 00' 01.5" W for a distance of 35.55 feet; thence run along a curve to the left for an arc distance of 159.11 feet (R=230.00', Chord=155.96' - S 69° 10' 55.2" W); thence run S 49° 21' 49.0" W for a distance of 208.12 feet; thence run along a curve to the right for an arc distance of 202.68 feet (R=320.00', Chord=199.31' - S 67° 30' 31.6" W); thence run S 85° 39' 14.2" W for a distance of 67.73 feet; thence run along a curve to the left for an arc distance of 80.60 feet (R=130.00', Chord=79.32' - S 67° 53' 30.6" W); thence run S 50° 07' 46.9" W for a distance of 75.00 feet; thence run N 39° 52' 13.1" W for a distance of 73.28 feet; thence run N 65° 00' 00.0" E for a distance of 152.03 feet to the POINT OF BEGINNING.