

MADISON COUNTY SCHOOLS

Ronnie L. McGehee
Superintendent of Education

117 Fourth Street
Flora, Mississippi 39071
Toll Free: (800) 901-8379, Ext. 3005
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Receptionist: (601) 879-3000
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E-mail: lreeves@madison-schools.com

August 4, 2015

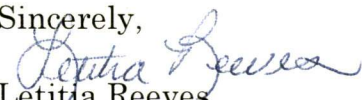
Madison County Board of Supervisors
ATTN: Ms. Cynthia Parker, Board Secretary
P.O. Box 404
Canton, MS 39046

RE: Document for Board Approval

Dear Cynthia:

Enclosed please find the Second Amendment to 16th Section Commercial Lease Contract to Green Mold Die & Fixtures, Inc. regarding 0.832± acres in the NE1/4 SW1/4 of Section 16, Township 8 North, Range 1 West, 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 August 17, 2015. 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: Ronnie L. McGehee, Ph.D., Superintendent

INDEXING: 0.832± acre parcel in NE1/4 SW1/4 of Section 16, Township 8 North, Range 1 West, Madison County, Mississippi, Parcel#051E-16C-014/02.

LESSOR:

Madison County, Mississippi Board
of Education Trustees of The Madison
County School District 16th Section
School Lands Trust
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: (601) 879-3000

LESSEE:

Green Mold Die & Fixtures, Inc.
c/o Jerry Green
P.O. Box 39
Flora, MS 39071
Telephone: (601)879-8166

PREPARED BY:

Madison County School District
16th Section Division
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: 601/879-3000

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

WHEREAS, by instrument dated August 15, 1995 (date of first notary acknowledgement), 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 Commercial Property Lease to **Green Mold Die & Fixtures, Inc.** (hereinafter called "Lessee") by document recorded in Book 362 at Page 320 in the records in the office of the Chancery Clerk of Madison County, Mississippi; amended by document dated February 8, 1999 and recorded in Book 437 at Page 231 and document dated August 15, 1995 and recorded in Book 1957 at Page 631 in the office of the hereinbefore mentioned Chancery Clerk (hereinafter the "Lease Contract"), which describes the following property, to-wit:

A certain parcel of land being situated in the NE1/4 of the SW1/4 of Section 16, Township 8 North, Range 1 West, Madison County, Mississippi, and being more particularly described as follows:

Commence at a corner fence post marking the Southeast corner of said Section 16, Township 8 North, Range 1 West, Madison County, Mississippi and run thence West for a distance of 2,976 feet; run thence North for a distance of 2,179 feet to a corner fence post marking the POINT OF BEGINNING of the parcel of land herein described; from said POINT OF BEGINNING, run thence North 89 degrees 24 minutes 04 seconds West for a distance of 134.56 feet to a corner fence post marking the Southeast corner of the Jerry Green lease property as described in deed recorded in Deed Book 163 at Page 187 (Renegotiated Lease recorded in Deed Book 437 at Page 219), on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi; run thence North 18 degrees 39 minutes 11 seconds east along the East line of said Green property for a distance of 312.62 feet to an existing ½" iron pipe on the South right-of-way line of Flora-Pocahontas Road; run thence South 63 degrees 12 minutes 01 second East along said South right-of-way line of Flora-Pocahontas Road for a distance of 130.00 feet to an existing ½" iron pin marking the Northwest corner of the Richey and Ann Douglas lease property as described in deed recorded in Deed Book 362 at Page 217, on file and of record in the aforesaid Chancery Clerk's office; leaving said South right-of-way line of Flora-Pocahontas Road, run thence South 18 degrees 49 minutes 28 seconds West along the West line of said Douglas property for a distance of 252.50 feet to the POINT OF BEGINNING, containing 0.832 acres, more or less.

WHEREAS, said Lease Contract has a lease term beginning on the 15th day of

August, 1995 and ending on the 14th day of August, 2034; and,

WHEREAS, an Amendment dated August 15, 1995 and recorded in Book 1957 at Page 631 in the office of the hereinbefore mentioned Chancery Clerk's office incorporated new annual lease payments based on reappraisal for years 11-20; and

WHEREAS, said Lease Contract, as amended, requires annual rental payments in the amount of Seven Hundred Twenty Five and no/100 Dollars (\$725.00), on or before August 15th each year for the 2005 to 2014 lease term; and

WHEREAS, lease payments have been received by Lessor in said amount for each year through 2014; and

WHEREAS, said Lease Contract, pursuant to paragraph 2 of the Lease Contract (Book 437 at Page 231) 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 August 15, 2015; and

WHEREAS, the subject property has been reappraised setting a new annual lease payment pursuant to paragraph 2 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 August 15th of each year during the term hereof, beginning with August 15, 2015, annual rentals in advance in the amount of Eight Hundred Eighty and no/100 Dollars (\$880.00), 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, excluding improvements and/or structures that are not owned by the Lessor.

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

WITNESS MY HAND this the 3rd day of August, 2015.

LESSOR:

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

By: Samuel C. Kelly
Samuel C. Kelly, President

ATTEST:

Philip Huskey
Philip Huskey, Secretary

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

LESSEE:

**Green Mold Die & Fixtures, Inc.,
A Mississippi Corporation**

By: Jerry Green
Jerry Green, President

Reviewed and approved by the Madison County Board of Supervisors, this the ___ day of _____, 2015.

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 3rd day of August, 2015, within my jurisdiction, the within named **Samuel C. Kelly, Philip Huskey 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.

Leitia 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 28 day of July, 2015, within my jurisdiction, the within named **Jerry Green**, who acknowledged to me that he is the President of **Green Mold Die & Fixtures, Inc., a Mississippi corporation**, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

Debra Ross

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 _____, 2015, 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]

MADISON COUNTY SCHOOLS

Letitia H. Reeves
16th Section Land Manager

Ronnie L. McGehee
Superintendent of Education

117 Fourth Street
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

August 10, 2015

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 find the following documents:

1. Second Amendment to 16th Section Commercial Lease Contract to Richey Douglas regarding 0.629± acres located in the NE1/4 SW1/4 of Section 16, Township 8 North, Range 1 West, Town of Flora, Madison County, Mississippi. NOTE: This amendment incorporates the new annual lease fee based on reappraisal.
2. Notice to Renew Residential Lease to Marcus T. Maberry and wife, Jahmilah G. Maberry, regarding Lot 179, Sherbourne Subdivision, Part 5.

It is requested that the Board of Supervisors approve the enclosed documents at the upcoming Board of Supervisors' meeting to be held August 17, 2015. 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: Ronnie L. McGehee, Ph.D., Superintendent

INDEXING:

Lot 179, Sherbourne Subdivision, Pt 5
Per Plat Cabinet D at Slide 156, City of Madison, Section 16, Township 7 North,
Range 2 East, Madison County, Mississippi
Parcel #072E-16B-266/00.00

LESSOR:
Madison County Board of Education
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: (601) 879-3000

LESSEE:
Marcus T. Maberry and
Jahmilah G. Maberry
155 Sonnet Circle
Madison, MS 39110
Telephone: (____)_____

PREPARED BY:
Madison County School District
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: (601)879-3000

**NOTICE TO RENEW
RESIDENTIAL LEASE CONTRACT**

This Notice to Renew is made and entered into on the _____ day of _____, 2015, by and between the Madison County, Mississippi, Board of Education Trustees of the Madison County School District 16th Section School Lands Trust (“Lessor”) and **Marcus T. Maberry** and wife, **Jahmilah G. Maberry** (“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 1st day of April, 2007, and terminating on the 31st day of March, 2047, (the “Primary Term”), covering a parcel of 16th Section Land as described therein which is recorded in the office of the Chancery Clerk of Madison County, Mississippi in **Deed Book 2174 at Page 80**, being located in Section 16, Township 7 North, Range 2 East, Madison County, Mississippi, and being more particularly described as:

Lot 179 of Sherbourne Subdivision, Part 5, 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 156, 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 31st day of March, 2072** (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: _____
Samuel C. Kelly, President
of the Board Of Education

By _____
Ronnie L. McGehee, Superintendent
Of Education

LESSEE:

Marcus T. Maberry

Jahmilah G. Maberry

Reviewed and approved by the Madison County Board of Supervisors, this the ____ day of _____, 2015.

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

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 _____, 2015, 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 ____ day of _____, 2015, within my jurisdiction, the within named **Samuel C. Kelly** 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 _____, 2015, within my jurisdiction, the within named **Marcus T. Maberry** and wife, **Jahmilah G. Maberry**, who acknowledged to me that they executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

Extension/2015/#1411 Maberry for Lot 179, Sherbourne, Pt 5

INDEXING: 0.629± acre parcel next to Flora Pocahontas Road in the Town of Flora, NE1/4 SW1/4 Section 16, Township 8 North, Range 1 West, Madison County, Mississippi, Parcel#051E-16C-014/01.

LESSOR:

Madison County, Mississippi Board
of Education, Trustee of The Madison
County School District 16th Section
School Lands Trust
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: (601) 879-3000

LESSEE:

Richey Douglas
P.O. Box 386
Flora, MS 39071
Telephone: (601)879-8719

PREPARED BY:

Madison County School District
476 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: (601)879-3000

**SECOND AMENDMENT TO 16TH SECTION COMMERCIAL
PROPERTY LEASE CONTRACT WITH BUILDING**

WHEREAS, by instrument dated August 1, 1995, 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 Commercial Property Lease to Richey Douglas and Ann Douglas by document recorded in Book 362 at Page 217 and amended in Book 1991 at Page 621, (hereinafter the "Lease Contract") in the

office of the Chancery Clerk of Madison County, Mississippi, which describes the following property, to-wit:

A lot or parcel of land containing 0.629 acre, more or less, located in the NE1/4 of the SW1/4 of Section 16, Township 8 North, Range 1 West, Madison County, Mississippi; being part of that certain 1.96 acre tract described in Deed Book 155 at Page 441 of the records of deeds of the Chancery Clerk of said County and State, and said 0.629 acre lot being more particularly described as follows: Commencing at the southeast corner of Section 16, Township 8 North, Range 1 West, Madison County, Mississippi, thence run North for 2,338.04 feet; thence run West for 2,824.18 feet to a point 25 feet from the centerline of a paved public road, said point is the POINT OF BEGINNING of the following described property: Run thence North 62 degrees 56 minutes West 114.55 feet along the Southerly right-of-way line of said road to an iron pin; thence South 19 degrees 52 minutes West 252.5 feet to an iron pin on the South line of said 1.96 acre tract; thence along said line South 84 degrees 44 minutes East 129.3 feet to the southeast corner of said tract; thence North 15 degrees 51 minutes East 206.05 feet along the Easterly line of said tract to the POINT OF BEGINNING.

There is included in this lease the metal building located on the property.

WHEREAS, Ann Douglas departed this life May 1, 2000 in Madison County, Mississippi, leaving **Richey Douglas** (hereinafter called "Lessee") as the Lessee of the subject property; and

WHEREAS, the Lease Contract has a lease term beginning on the 15th day of August, 1995 and ending on the 14th day of August, 2035 (as amended); and,

WHEREAS, said Lease Contract, per the aforementioned Amendment, requires annual rental payments in the amount of Two Thousand Seven Hundred Twelve and no/100 Dollars (\$2,712.00), beginning with the August 15, 2005 payment, on or before August 15th each year; and

WHEREAS, lease payments have been received by Lessor in said amount for

each year through 2014; and

WHEREAS, said Lease Contract, pursuant to paragraph II, subparagraph C, 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 August 15, 2015; and

WHEREAS, the subject property has been reappraised setting a new annual lease payment pursuant to paragraph II, subparagraph C, of the Lease Contract.

THEREFORE, paragraph II, subparagraph B, 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 August 15th of each year during the term hereof, beginning with August 15, 2015 payment, annual rentals in advance in the amount of Three Thousand Two Hundred Forty Eight and no/100 Dollars (\$3,248.00), 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, which includes a metal building owned by the Lessor.

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

WITNESS MY HAND this the 13 day of July, 2015.

LESSOR:

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

By: Samuel C. Kelly
Samuel C. Kelly, President

ATTEST:

Philip Huskey
Philip Huskey, Secretary

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

LESSEE:

Richey Douglas

Reviewed and approved by the Madison County Board of Supervisors, this the
__ day of _____, 2015.

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 _____, 2015, within my
jurisdiction, the within named **Richey Douglas**, who acknowledged to me that he
executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

ATTEST:

Philip Huskey, Secretary

Ronnie L. McGehee, Madison County
Superintendent Of Education

LESSEE:

Richey Douglas
Richey Douglas

Reviewed and approved by the Madison County Board of Supervisors, this the
__ day of _____, 2015.

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 11th day of August, 2015, within my
jurisdiction, the within named **Richey Douglas**, who acknowledged to me that he
executed the above and foregoing instrument.

Laura D. McCain
NOTARY PUBLIC

My Commission Expires: 12-10-2017



[SEAL]

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 13 day of July, 2015, within my jurisdiction, the within named **Samuel C. Kelly, Philip Huskey 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 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 ____ day of _____, 2015, 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]