

MADISON COUNTY SCHOOLS

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

February 2, 2016

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) Duplicate originals of the Right of Way and Easement Agreement to Centerpoint Energy Resources Corp., d/b/a CenterPint Energy Mississippi Gas, regarding the relocation of a gas line along Old Canton Road in Section 16, Township 7 North, Range 2 East, City of Madison, Madison County, Mississippi; and
- 2) Notice to Renew Long Term Residential Lease to John C. Hancock and wife, Karen A. Pate-Hancock, regarding Lot 28, Livingston 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 February 16, 2016. Should you have any questions or need anything further in this regard, please let me know. Thank you.

Sincerely,

Letitia Reeves
16th Section Land Manager

/lr

Enclosures

cc: Ronnie L. McGehee, Ph.D., Superintendent

**CENTERPOINT ENERGY RESOURCES CORP.,
d/b/a CenterPoint Energy Mississippi Gas**

**RIGHT OF WAY AND EASEMENT AGREEMENT
FOR DISTRIBUTION SYSTEM**

STATE OF MISSISSIPPI

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MADISON

THAT FOR AND IN CONSIDERATION OF Three Thousand Eight Hundred Forty and no/100 Dollars (\$3,840.00) and other good and valuable consideration paid to the undersigned Madison County School District (herein called "Grantor", whether one or more), the receipt and sufficiency of which are hereby acknowledged and confessed, Grantor does hereby GRANT, SELL and CONVEY unto CENTERPOINT ENERGY RESOURCES CORP., d/b/a CENTERPOINT ENERGY MISSISSIPI GAS, (herein called "Grantee"), its successors and assigns, an unobstructed right of way and easement to construct, lay, install, maintain, operate, inspect, repair, alter, replace, change the size of, remove and relocate natural gas lines and appurtenances thereto (including, but not limited to, service lines) under, across, upon, along and through the following-described property, situated in Section 16, Township 7 North, Range 2 East, Madison County, Mississippi, To Wit:

The perpetual easement and right of way shall be 5.00-foot in width and 1,705 feet, more or less, in length, located east of, adjacent and parallel to the easement granted to Entergy, MS Inc. recorded in Deed Book 3239 at Page 333. Additionally, a 5.00-foot wide temporary easement lying west of, adjacent and parallel to the above described permanent easement shall be used for the construction of gas facilities and shall revert to Grantor after completion of the gas facilities. The legal description of said easement is attached hereto as Exhibit "A", and incorporated herein by reference. A plat of survey is attached hereto as Exhibit "B" for informational purposes.

Grantee shall have the right to use the surface of said right-of-way and easement to the extent necessary for full enjoyment of the rights herein granted.

Grantor hereby covenants and agrees that it shall not have the right to place, build or construct any buildings, structures, or obstructions of any kind, over, under, or upon the above-described right of way and easement nor to change the grade over said right of way and easement; provided, however, that paved roadways, ditches, fences, storm sewer and sanitary sewer drains, water lines, pipelines, telephone, telegraph, and power lines may be constructed across or along said right of way and easement in a manner which does not interfere with Grantee's natural gas lines and appurtenances. Plans for such facilities shall be provided to Grantee no less than thirty days before construction commences.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, until released by recordable instrument executed by Grantee, with ingress to and egress from the premises, for the purpose of constructing,

inspecting, repairing, maintaining, and replacing the property of Grantee above described and removal of such at will, in whole or in part.

This agreement is binding upon the heirs, representatives, successors and assigns of the parties hereto.

This agreement was approved by the Madison County Board of Education at its regular meeting on the 1st day of February, 2016, all as shown by the minutes of said meeting.

This agreement was approved by the Madison County Board of Supervisors at its regular meeting on the _____ day of _____, 2016, all as shown by the minutes of said meeting.

EXECUTED in duplicate on this the _____ day of _____, 2016.

GRANTOR: MADISON COUNTY SCHOOL DISTRICT

By: Samuel C. Kelly
Samuel C. Kelly
School Board President

By: Ronnie L. McGehee
Ronnie L. McGehee
Superintendent of Education

CENTERPOINT ENERGY RESOURCES CORP. d/b/a/
CENTERPOINT ENERGY MISSISSIPPI GAS

By: _____
William A. Kuchar, III
Regional Vice President of MS/LA Region

APPROVED AND CONSENTED TO AS TO FORM AND COMPENSATION BY:
BOARD OF SUPERVISORS, MADISON COUNTY, MISSISSIPPI

BY: _____
Trey Baxter
PRESIDENT OF THE MADISON COUNTY
BOARD OF SUPERVISORS

ATTEST

Ronny Lott
Chancery Clerk of Madison County

Date: _____

STATE OF MISSISSIPPI

COUNTY OF MADISON _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 1st day of February, 2016, within my jurisdiction, the within named **Samuel C. Kelly** 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.

Letitia 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 _____ day of _____, 2016, within my jurisdiction, the within named **Trey Baxter**, 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]

THE STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2016, within my jurisdiction, the within named **William A. Kuchar III** who acknowledged that he is Division Vice President Regional Operations, of **CENTERPOINT ENERGY RESOURCES CORP. d/b/a/ CENTERPOINT ENERGY MISSISSIPPI GAS** 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 by said corporation so to do.

Notary Public

My commission expires:

(SEAL)

Grantor's Name and Address:

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

Grantee's Name and Address:

CenterPoint Energy Resources Corp.
d/b/a CenterPoint Energy Mississippi Gas
300 Executive Blvd
Byram, MS 39272
Phone: (601) 709-2506

Indexing Instructions

Section 16, Township 7 North, Range 2 East, Madison County, Mississippi

Prepared by:

CenterPoint Energy
300 Executive Blvd
Byram, MS 39272
Phone: (601) 709-2506

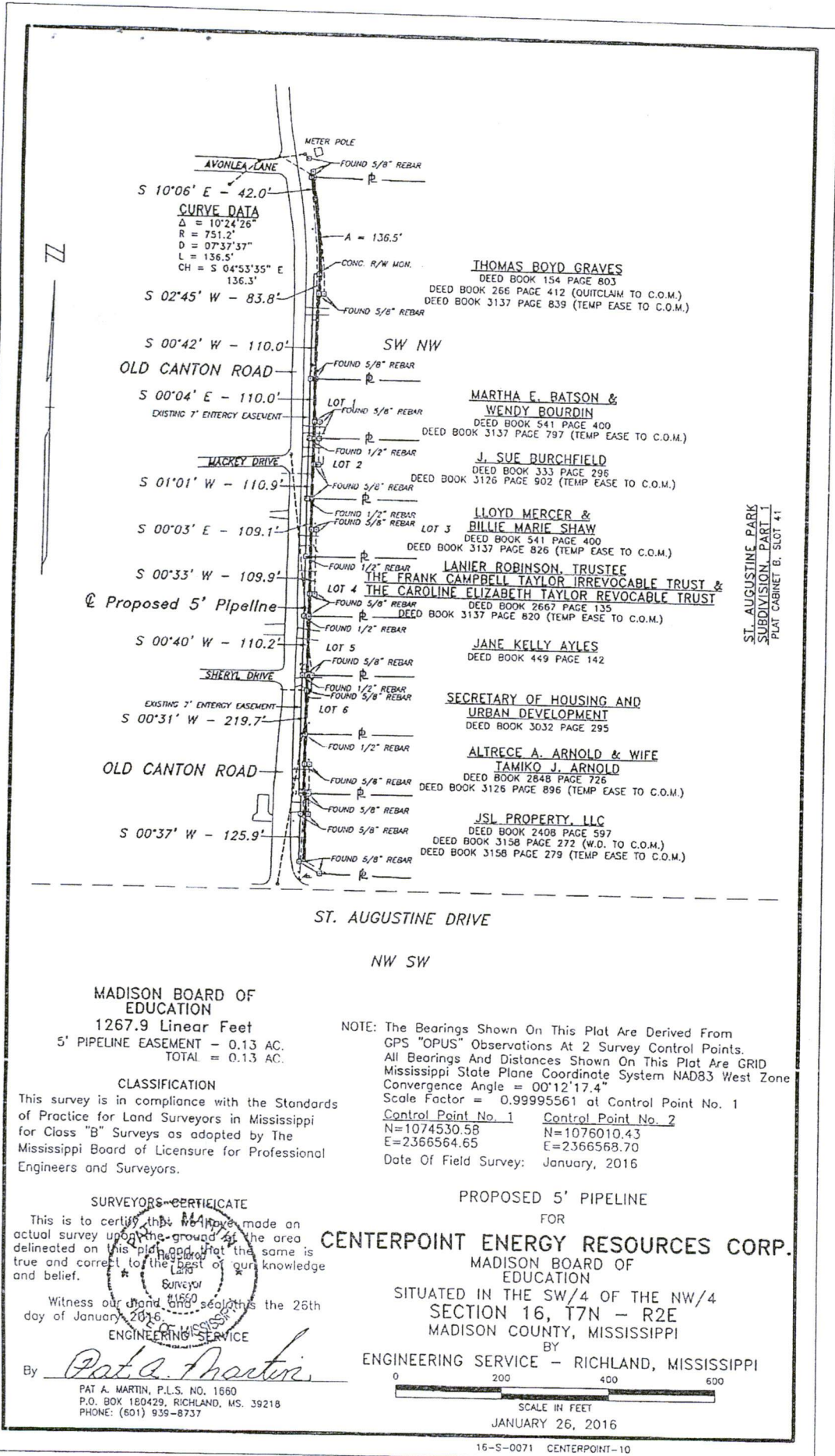
RE: CENTERPOINT ENERGY RESOURCES CORP.
PROPOSED 5' PIPELINE EASEMENT
MADISON COUNTY BOARD OF EDUCATION
SECTION 16, T7N-R2E
MADISON COUNTY, MISSISSIPPI

DESCRIPTION

A certain 5.0 foot pipeline easement containing 0.13 acres, more or less, situated in the Southwest Quarter of the Northwest Quarter of Section 16, Township 7 North, Range 2 East, Madison County, Mississippi, being 5.0 feet in width and 2.5 feet right and left of a centerline described as follows:

Commencing at a 5/8" rebar marking the Northwest corner of Lot 1, St. Augustine Park Subdivision, a subdivision of record and on file in the Office of the Chancery Clerk of Madison County, Mississippi, in Plat Cabinet "B", at Slot 41, Section 16, Township 7 North, Range 2 East, Madison County, Mississippi; run thence North 00°38' West for 370.7 feet to a point, said point hereinafter referred to as the Point of Beginning:

Thence South 10°06' East for 42.0 feet; thence Southeasterly along the arc of a 07°37'37" curve to the right, said curve having a radius of 751.2 feet and a chord of South 04°53'35" East for 136.3 feet, for an arc distance of 136.5 feet; thence South 02°45' West for 83.8 feet; thence South 00°42' West for 110.0 feet; thence South 00°04' East for 110.0 feet; thence South 01°01' West for 110.9 feet; thence South 00°03' East for 109.1 feet; thence South 00°33' West for 109.9 feet; thence South 00°40' West for 110.2 feet; thence South 00°31' West for 219.7 feet; thence South 00°37' West for 125.9 feet to a point on the edge of the Old Canton Road right of way.



MADISON BOARD OF EDUCATION
 1267.9 Linear Feet
 5' PIPELINE EASEMENT = 0.13 AC.
 TOTAL = 0.13 AC.

CLASSIFICATION
 This survey is in compliance with the Standards of Practice for Land Surveyors in Mississippi for Class "B" Surveys as adopted by The Mississippi Board of Licensure for Professional Engineers and Surveyors.

NOTE: The Bearings Shown On This Plat Are Derived From GPS "OPUS" Observations At 2 Survey Control Points. All Bearings And Distances Shown On This Plat Are GRID Mississippi State Plane Coordinate System NAD83 West Zone Convergence Angle = 00°12'17.4"
 Scale Factor = 0.99995561 at Control Point No. 1
 Control Point No. 1 Control Point No. 2
 N=1074530.58 N=1076010.43
 E=2366564.65 E=2366568.70
 Date Of Field Survey: January, 2016

SURVEYORS CERTIFICATE

This is to certify that we have made an actual survey upon the ground of the area delineated on this plat and that the same is true and correct to the best of our knowledge and belief.

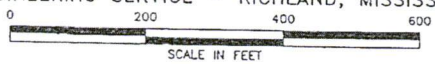
Witness our hand and seal this 25th day of January 2016.

ENGINEERING SERVICE

By *Pat A. Martin*
 PAT A. MARTIN, P.L.S. NO. 1660
 P.O. BOX 180429, RICHLAND, MS. 39218
 PHONE: (601) 939-8737

PROPOSED 5' PIPELINE FOR CENTERPOINT ENERGY RESOURCES CORP.

MADISON BOARD OF EDUCATION
 SITUATED IN THE SW/4 OF THE NW/4
 SECTION 16, T7N - R2E
 MADISON COUNTY, MISSISSIPPI
 BY
 ENGINEERING SERVICE - RICHLAND, MISSISSIPPI



JANUARY 26, 2016

Exhibit "B"

**CENTERPOINT ENERGY RESOURCES CORP.,
d/b/a CenterPoint Energy Mississippi Gas**

**RIGHT OF WAY AND EASEMENT AGREEMENT
FOR DISTRIBUTION SYSTEM**

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Grantor hereby covenants and agrees that it shall not have the right to place, build or construct any buildings, structures, or obstructions of any kind, over, under, or upon the above-described right of way and easement nor to change the grade over said right of way and easement; provided, however, that paved roadways, ditches, fences, storm sewer and sanitary sewer drains, water lines, pipelines, telephone, telegraph, and power lines may be constructed across or along said right of way and easement in a manner which does not interfere with Grantee's natural gas lines and appurtenances. Plans for such facilities shall be provided to Grantee no less than thirty days before construction commences.

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This agreement is binding upon the heirs, representatives, successors and assigns of the parties hereto.

This agreement was approved by the Madison County Board of Education at its regular meeting on the 1st day of February, 2016, all as shown by the minutes of said meeting.

This agreement was approved by the Madison County Board of Supervisors at its regular meeting on the ____ day of _____, 2016, all as shown by the minutes of said meeting.

EXECUTED in duplicate on this the _____ day of _____, 2016.

GRANTOR: MADISON COUNTY SCHOOL DISTRICT

By: Samuel C. Kelly
Samuel C. Kelly
School Board President

By: Ronnie L. McGehee
Ronnie L. McGehee
Superintendent of Education

CENTERPOINT ENERGY RESOURCES CORP. d/b/a/
CENTERPOINT ENERGY MISSISSIPPI GAS

By: _____
William A. Kuchar, III
Regional Vice President of MS/LA Region

APPROVED AND CONSENTED TO AS TO FORM AND COMPENSATION BY:
BOARD OF SUPERVISORS, MADISON COUNTY, MISSISSIPPI

BY: _____
Trey Baxter
PRESIDENT OF THE MADISON COUNTY
BOARD OF SUPERVISORS

ATTEST

Ronny Lott
Chancery Clerk of Madison County

Date: _____

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Leitia H. Reeves
NOTARY PUBLIC

My Commission Expires _____

[SEAL]



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476 Highland Colony Parkway
Ridgeland, MS 39157
Phone: (601) 879-3000

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CenterPoint Energy Resources Corp.
d/b/a CenterPoint Energy Mississippi Gas
300 Executive Blvd
Byram, MS 39272
Phone: (601) 709-2506

Indexing Instructions

Section 16, Township 7 North, Range 2 East, Madison County, Mississippi

Prepared by:

CenterPoint Energy
300 Executive Blvd
Byram, MS 39272
Phone: (601) 709-2506

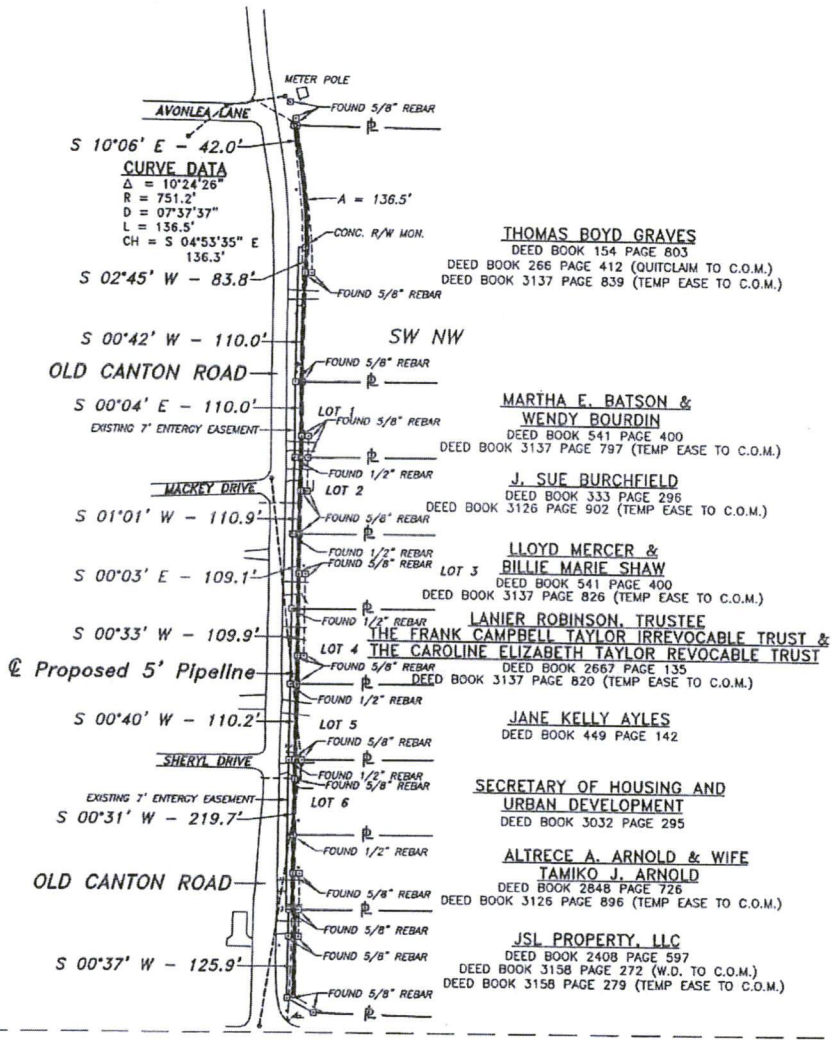
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MADISON COUNTY BOARD OF EDUCATION
SECTION 16, T7N-R2E
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Thence South 10°06' East for 42.0 feet; thence Southeasterly along the arc of a 07°37'37" curve to the right, said curve having a radius of 751.2 feet and a chord of South 04°53'35" East for 136.3 feet, for an arc distance of 136.5 feet; thence South 02°45' West for 83.8 feet; thence South 00°42' West for 110.0 feet; thence South 00°04' East for 110.0 feet; thence South 01°01' West for 110.9 feet; thence South 00°03' East for 109.1 feet; thence South 00°33' West for 109.9 feet; thence South 00°40' West for 110.2 feet; thence South 00°31' West for 219.7 feet; thence South 00°37' West for 125.9 feet to a point on the edge of the Old Canton Road right of way.



THOMAS BOYD GRAVES
 DEED BOOK 154 PAGE 803
 DEED BOOK 266 PAGE 412 (QUITCLAIM TO C.O.M.)
 DEED BOOK 3137 PAGE 839 (TEMP EASE TO C.O.M.)

MARTHA E. BATSON & WENDY BOURDIN
 DEED BOOK 541 PAGE 400
 DEED BOOK 3137 PAGE 797 (TEMP EASE TO C.O.M.)

J. SUE BURCHFIELD
 DEED BOOK 333 PAGE 296
 DEED BOOK 3126 PAGE 902 (TEMP EASE TO C.O.M.)

LLOYD MERCER & BILLIE MARIE SHAW
 DEED BOOK 341 PAGE 400
 DEED BOOK 3137 PAGE 826 (TEMP EASE TO C.O.M.)

LANIER ROBINSON, TRUSTEE
THE FRANK CAMPBELL TAYLOR IRREVOCABLE TRUST & THE CAROLINE ELIZABETH TAYLOR REVOCABLE TRUST
 DEED BOOK 2667 PAGE 135
 DEED BOOK 3137 PAGE 820 (TEMP EASE TO C.O.M.)

JANE KELLY AYLES
 DEED BOOK 449 PAGE 142

SECRETARY OF HOUSING AND URBAN DEVELOPMENT
 DEED BOOK 3032 PAGE 295

ALTRECE A. ARNOLD & WIFE
TAMIKO J. ARNOLD
 DEED BOOK 2848 PAGE 726
 DEED BOOK 3126 PAGE 896 (TEMP EASE TO C.O.M.)

JSL PROPERTY, LLC
 DEED BOOK 2408 PAGE 597
 DEED BOOK 3158 PAGE 272 (W.D. TO C.O.M.)
 DEED BOOK 3158 PAGE 279 (TEMP EASE TO C.O.M.)

ST. AUGUSTINE PARK
 SUBDIVISION, PART 1
 PLAT CABINET B, SLOT 41

ST. AUGUSTINE DRIVE

NW SW

MADISON BOARD OF EDUCATION
 1267.9 Linear Feet
 5' PIPELINE EASEMENT - 0.13 AC.
 TOTAL = 0.13 AC.

CLASSIFICATION
 This survey is in compliance with the Standards of Practice for Land Surveyors in Mississippi for Class "B" Surveys as adopted by The Mississippi Board of Licensure for Professional Engineers and Surveyors.

NOTE: The Bearings Shown On This Plat Are Derived From GPS "OPUS" Observations At 2 Survey Control Points. All Bearings And Distances Shown On This Plat Are GRID Mississippi State Plane Coordinate System NAD83 West Zone Convergence Angle = 00°12'17.4" Scale Factor = 0.99995561 at Control Point No. 1
 Control Point No. 1 Control Point No. 2
 N=1074530.58 N=1076010.43
 E=2366564.65 E=2366568.70
 Date Of Field Survey: January, 2016

SURVEYORS' CERTIFICATE

This is to certify that we have made an actual survey upon the ground of the area delineated on this plat and that the same is true and correct to the best of our knowledge and belief.

Witness our hand and seal this the 26th day of January, 2016.

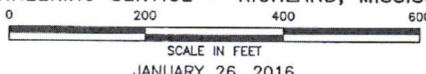
ENGINEERING SERVICE

By *Pat A. Martin*
 PAT A. MARTIN, P.L.S. NO. 1660
 P.O. BOX 180429, RICHLAND, MS. 39218
 PHONE: (601) 939-8737

PROPOSED 5' PIPELINE
 FOR
CENTERPOINT ENERGY RESOURCES CORP.
 MADISON BOARD OF EDUCATION

SITUATED IN THE SW/4 OF THE NW/4
 SECTION 16, T7N - R2E
 MADISON COUNTY, MISSISSIPPI

BY
 ENGINEERING SERVICE - RICHLAND, MISSISSIPPI



JANUARY 26, 2016

Exhibit "B"

INDEXING:

Lot 28, 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-16-001/02.28

LESSOR:

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

LESSEE:

John C. Hancock and
Karen A. Pate-Hancock
132 Livingston Drive
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 1st day of February, 2016, by and between the Madison County, Mississippi, Board of Education Trustees of the Madison County School District 16th Section School Lands Trust ("Lessor") and **John C. Hancock** and wife, **Karen A. Pate-Hancock** ("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 25th day of November, 2003, and terminating on the 24th day of November, 2043, (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 1717 at Page 608**, being located in Section 16, Township 8 North, Range 1 East, Madison County, Mississippi, and being more particularly described as:

Lot 28 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 24th day of November, 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.

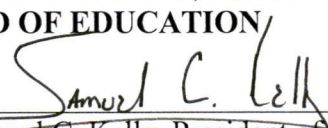
The Lease, as amended by this Notice to Renew, is ratified and confirmed as the valid and subsisting agreement of the parties but without waiver of remedies for any presently existing default.

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.

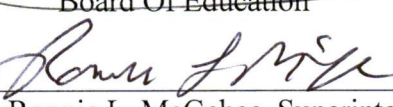
LESSOR:

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

By:


Samuel C. Kelly, President of the
Board Of Education

By


Ronnie L. McGehee, Superintendent Of
Education

LESSEE:

John C. Hancock

Karen A. Pate-Hancock

Reviewed and approved by the Madison County Board of Supervisors, this the ____ day of _____, 2016.

By: _____
Trey Baxter, 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 _____, 2016, within my jurisdiction, the within named **Trey Baxter**, 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]

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COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 1st day of February, 2016, 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.

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NOTARY PUBLIC

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NOTARY PUBLIC

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[SEAL]

Extension/2016/#1284 Hancock