

**Prepared by and return to:
Tiffany Lowery
Jackson County School District
4700 Colonel Vickrey Road
Vanceleave, Mississippi 39565
(228) 283-3000**

INDEXING INSTRUCTIONS: SECTION 16, T4S, R6W; PDN: 01516020.050

STATE OF MISSISSIPPI
COUNTY OF JACKSON

**16th SECTION PUBLIC SCHOOL TRUST
LAND AMENDMENT OF LEASE**

WHEREAS that certain Residential Lease Contract (hereinafter "base lease") beginning on April 19, 2010 for a term of twenty-five (25) years ending on April 19, 2035 was executed by and between the Jackson County Board of Education, as Lessor and Elvis and Sybil Havard, as Lessees, and;

WHEREAS said base lease was filed of record in the Land Deed Records of the Office of the Chancery Clerk of Jackson County, Mississippi, in Book 1624 at Pages 724-738, and;

LESSOR:
Jackson County School District
Post Office Box 5069
Vanceleave, MS 39565
Telephone: (228) 283-3000

LESSEE:
Doris Havard
24805 Old Americus Road
Lucedale, MS 39452
Telephone: (228) 583-3743

WHEREAS said base lease covers the following described land in Jackson County, Mississippi:

Section 16, Township 4S, Range 6W
2.03 acres more or less

MORE PARTICULARLY DESCRIBED IN EXHIBIT "A"
ATTACHED HERETO AS IF COPIED FULLY HEREIN.

WHEREAS Sybil Havard passed away on August 13, 2020 and her name was removed from the base lease and replaced with Doris Ann White Havard, Elvis Havard's new wife by Amendment of Lease dated March 15, 2021 and filed in the Land Deed Records of the Office of the Chancery Clerk of Jackson County, Mississippi in Book 2028 at Pages 827-832; and

WHEREAS Elvis Havard passed away on August 8, 2023 and Doris Havard having requested that his name be removed from the base lease; and

WHEREAS the base lease provides for reappraisal and review of the annual rent, pursuant to §29-3-1 et seq. of the Mississippi Code of 1972, as amended, on the eighth (8th) anniversary date of said lease and on each eighth (8th) year anniversary date thereafter during the term of the lease; and

WHEREAS the second (2nd) eighth (8th) year anniversary date of said lease occurred on April 19, 2026 and the reappraisal and review of the same having been completed; and

WHEREAS the Board of Education, after said reappraisal and review, having determined that the appraisal is in order and that paragraph 2 of the base lease needs to be amended to reflect the new rental amount and having further determined that the removal of Elvis Havard as Lessee on the subject base lease is in the best interest of the school district and its management of school district 16th Section land; and

NOW THEREFORE, the base lease entered between the Jackson County School District and Elvis and Sybil Havard, later amended to replace Sybil Havard with Doris Havard, is hereby amended to remove Elvis Havard as Lessee, leaving only Doris Havard as sole Lessee of the subject base lease; and

NOW THEREFORE, paragraph two (2) of said base lease as amended between the Jackson County Board of Education as Lessor, and Doris Havard, as Lessee, is amended to read as follows:

2. Rental Amount. Lessee covenants and agrees to pay Lessor the annual rental rate, in advance, on or before the anniversary date of this lease each year, subject to the rental adjustment and reappraisal clause set forth in the base lease. Lessee agrees to pay as rent to the Lessor the sum of One Thousand Five Hundred Dollars and no/100 (\$1,500.00) on April 19, 2026, and continuing each year until the next eight (8) year reappraisal on the anniversary date of said base lease, April 19, 2034, at which time said annual rental rate shall be adjusted as set forth in the base lease. That said rental amount represents at least Five Percent (5%) of the present appraised fair market value of the subject property during this re-appraisal period excluding buildings and improvements now owned by Lessor.

All other provisions of the base lease between the Lessor and Lessee shall remain in full force and effect.

WITNESSETH:

EXECUTED on this the ____ day of _____, 20____.

LESSOR: JACKSON COUNTY SCHOOL DISTRICT

BY: _____
DAVID BAGGETT, SUPERINTENDENT

BY: _____
AMY A. PETERSON, BOARD PRESIDENT

LESSEE: DORIS HAVARD

BY: _____

This amendment was approved by the Jackson County Board of Supervisors on the
_____ day of _____, 2026.

PRESIDENT, JACKSON COUNTY BOARD OF
SUPERVISORS

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2026, within my jurisdiction, the within named David Baggett, Superintendent of Schools and Amy A. Peterson School Board President of the Jackson County School District Board of Education, who acknowledged that in said representative capacity as Superintendent of Schools and President of the Board of Education of the Jackson County School District, they executed the above and foregoing instrument for and on behalf of said Board of Education, after first having been duly authorized so to do.

NOTARY PUBLIC

«SEAL»

MY COMMISSION EXPIRES:

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this the ____ day of _____, 2026, within my jurisdiction, the within named DORIS HAVARD, who acknowledged that she executed the above and foregoing instrument.

NOTARY PUBLIC

«SEAL»

MY COMMISSION EXPIRES:

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this the ____ day of _____, 2026, within my jurisdiction, the within named _____ who acknowledged that he/she is President of the Jackson County Board of Supervisors and that in said representative capacity he/she executed the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY PUBLIC

«SEAL»

MY COMMISSION EXPIRES:

LEGAL DESCRIPTION

The subject property is legally described as follows:

A tract of land situated in Section 16, Township 4 South, Range 6 West, Jackson County, Mississippi and more particularly described as follows: Commencing at the Northeast corner of Section 16; thence West along the north line of said section 919.6 feet; thence South 774.20 feet to the west right-of-way of Old Americus Road and to the Point of Beginning, said point is also the southeast corner of that property described in Deed Book 1652, page 750; thence South 49 degrees 30 minutes West along the south line of said property 300.00 feet; thence South 42 degrees 59 minutes 17 seconds East 275.75 feet; thence North 57 degrees 18 minutes 49 seconds East 300.00 feet to the west right-of-way of Old Americus Road; thence North 41 degrees 33 minutes 41 seconds West along said right-ofway 216.47 feet; thence North 43 degrees 28 minutes 02 seconds West along the south or west right-of-way of Old Americus Road 99.98 feet to the Point of Beginning. Said tract containing 2.03 acres.

From Lease

Exhibit "A"

PLOT PLAN
SUBJECT PROPERTY

