

**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, T6S, R7W; PIN: 02316330.100

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 November 8, 2010 for a term of forty (40) years ending on November 8, 2050 was executed by and between the Jackson County Board of Education, as Lessor and David and Jenny Brenan, 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 1630 at Pages 687-699, and;

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

LESSEE:
Brian William Miller
17309 Indian Lane
Vanceleave, MS 39565
Telephone: (228) 990-3884

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

Section 16, Township 6S, Range 7W
1.6 acres more or less

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

WHEREAS said base lease having been assigned to Millie K. Coursey on September 12, 2016, said assignment having been filed for record in the Office of the Chancery Clerk of Jackson County, Mississippi in Book 1831 at Pages 59-63 and later assigned to Brian William Miller on March 5, 2025 by assignment filed for record in the Office of the Chancery Clerk of Jackson County, Mississippi in Land Deed Book 2205 at Pages 575-582; and

WHEREAS the term of the base lease as set forth in paragraph 1. thereof having been extended for additional ten-year (10) period, changing the date that the base lease will terminate from November 8, 2050 to November 8, 2060 for financing purposes at the time of the assignment from Millie K. Coursey n/k/a Millie Windham to Brian William Miller, said amendment of the primary term of the base lease being filed in the Office of the Chancery Clerk of Jackson County, Mississippi in Land Deed Book 2205 at Pages 575-582; 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 will occur on November 8, 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

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

2. Rental Amount. LESSEE agrees and covenants to pay or cause to be paid to LESSOR annually, on or before the Anniversary Date of this Lease Agreement each year during the term hereof, rentals in the amount of One Thousand One Hundred Fifty and 00/100 Dollars (\$1,150.00). The first annual payment has been made with the execution hereof, and a like amount, subject to adjustment, shall be due and payable on each anniversary date. Subsequent payment of annual rent shall be due on or before the Anniversary Date of this Lease Agreement. The obligation of LESSEE to pay rent under this Lease Agreement is unconditional, and the rent shall not be subject to set off or any reason or cause. LESSOR and LESSEE agree that in the event of termination or cancellation, any rental payment made during the term of this Lease Agreement is not refundable, and LESSEE waives any right or claim it may have to refund of rent paid. Rents shall be adjusted periodically pursuant to the rent adjustment clause contained in Paragraph 3 of this lease. In the event LESSEE is delinquent in the payment of rent, LESSEE shall pay a late charge equal to fifteen percent (15%) of the amount of rent past due for more than 30 days and thereafter shall pay interest on any rent past due at an annual rate (the "Default Rate") equal to the maximum rate then allowed by law or, if there is no maximum rate, then a rate equal to five percent per annum above the discount rate, excluding any surcharge thereon, on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district in which the LESSOR is located, calculated according to the actuarial method.

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: BRIAN WILLIAM MILLER

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 BRIAN WILLIAM MILLER, who acknowledged that he executed the above and foregoing instrument, 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 _____ 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:

PLOT PLAN / SURVEY

SUBJECT PROPERTY

