Exhibit E. Ruston Industrial Park Property Deed Report





Ruston Industrial Park Property Deed Report

LIMITED TITLE RESEARCH REPORT

OWNER

James E. Davison and Martha Diane Odom Davison – 100% Parcel: 20182000009

City of Ruston – 100% Parcels: 20182000004, 20182000015, 20182000011, 20182000021, 20182430001, 20182136792

ACQUISITION

James E. Davison and Martha Dianne Odom Davison FROM

Ruston-Lincoln Parish Chamber of Commerce

James E. Davison and Martha Dianne Odom Davison

FROM

Ruston-Lincoln Chamber of Commerce

City of Ruston

FROM

Jan Smalling Haynes

City of Ruston

FROM

Willard O. Edwards, Jr. and Linda Louise Aulds Edwards

City of Ruston

FROM

William H. Harper and Cynthia B. Harper

Cash Sale Deed Book: 905 Page: 304 Date: 10/2/1995 Filed: 10/4/1995

Correction Deed Book: 934 Page: 1 Date: 1/3/1995 Filed: 1/4/1995

Act of Sale Instrument: F162836 Date: 7/21/2016 Filed: 7/27/2016

Act of Sale Instrument: F161202 Date: 5/2/2016 Filed: 5/16/2016

Act of Sale Instrument: F161201 Date: 4/29/2016 Filed: 5/16/2016 City of Ruston

FROM

Robin Craig Dennis Robbins

City of Ruston

FROM

James Lemoin Whitman, Jr., et al

James E. Davison and Martha Dianne Odom Davison FROM Ruston-Lincoln Parish Chamber of Commerce Act of Sale Instrument: F161200 Date: 4/26/2016 Filed: 5/16/2016

Act of Sale Instrument: F159221 Date: 2/22/2016 Filed: 3/1/2016

Cash Sale Deed Book: 14 Page: 42 Date: 1/3/1939 Filed: 1/6/1939

DESCRIPTION OF THE PROPERTY

See Attached Deeds

Thus done and signed at Lincoln Parish, Louisiana, on this 24 day of August 2017.

REAL ESTATE SPECIALIST

STATE OF LOUISIANA PARISH OF LINCOLN

341 71764 No. E. Filed for Non-set in Convoyance Rook No. 905 Page 341 anuary 3:30.6 Clr trícia Dy. Clerk District Court Lincoln Parish, La.

7. le #2

CASH SALE DEED

934

7. 37 Con. in CB 933, Rg. 350 File # E- 77270.

BE IT RHOWN, that on the date hereinafter mentioned, before the undersigned authority, and in the presence of the undersigned legal and competent witnesses, personally came and appeared:

RUSTON-LINCOLN PARISH CHAMBER OF COMMERCE, formerly known as Ruston Chamber of Commerce, a non-profit corporation organized and existing under the laws of the State of Louisiana, domiciled in Lincoln Parish, represented herein by its President, W. R. Rick Rogers, duly authorized to appear herein by resolution of the Board of Directors, a certified copy of which is attached, hereinafter referred to as "VENDOR",

AND

A REPORT OF MARKED BARKS SHOWN AND

James E. Davison, husband of Martha Dianne Odom Davison, domiciled in Lincoln Parish, whose mailing address is P.O. Drawer 310, 2000 Parmerville Highway, Ruston, Louisiana 71273-0310; hereafter referred to as "VENDER";

who, after being duly sworn did depose and state that VENDOR does by these presents grant, bargain, sell, convey and deliver unto VENDEE with full warranty of title and complete transfer and subrogation of all rights of action in warranty and/or prescription, whether liberative or acquisitive, against all former proprietors the following described property, to wit:

A certain tract of land containing approximately 62 acres and being situated in the SW 1/4 of Section 20, T18N-R2W, Lincoln Parish, Louisiana, being more particularly described as follows:

Commencing at an existing 4" iron pipe at the southeast corner of the SE 1/4 of the SW 1/4 of said Section 20 and proceed thence N 00°40' W along the guarter section line for a distance of 336.66 feet to a point on the northerly right-of-way of McDonald Avenue and the POINT OF BEGINNING of the tract herein described; thence proceed northwesterly along said right-of-way for a distance of 354 feet, more or less, to the southeast corner of that particular 22.018 acre tract of land owned by S W Industries, as described in Inc., Conveyance Book 117, Page 292 and Conveyance Book 122, Page 637 in the Office of the Lincoln Parish Clerk of Court; thence proceed the following courses along the boundaries of said 22.018 acre tract: N $1^{\circ}50^{\circ}57^{\circ}$ E for a distance of 77.78 feet; thence proceed N 17*57'35" E for a distance of 354.47 feet; thence proceed N 27°44'06" W for a distance of 705.33 feet; thence proceed N 88°40'37" W for a distance of 931.39 feet; thence proceed N 58°20'31" W for a distance of 150.00 feet;

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thence proceed S 27°13'19" W for a distance of 430.00 feet to the southwest corner of said 22.018 acre tract, said point being on the northerly right-of-way of McDonald Avenue; thence proceed northwesterly along said right of way for a distance of 795 feet, more or less, to the southeast corner of that particular 2 acre tract conveyed to Santiam Southern Company as described in Conveyance Book 167, Page 236, in the Office of the Lincoln Parish Clerk of Court; thence proceed N 00°49' W along the east line of said 2 acre tract for a distance of 195 feet or to the southwest corner of that particular 0.6 acre tract conveyed to Schwan's Sales Enterprises, Inc. as described in Conveyance Book 187, Page 193 in the Office of the Lincoln Parish Clerk of Court; thence proceed S $60^{\circ}47'$ E along the southerly line of said 0.6 acre tract, for a distance of 99.53 feet; thence proceed N $29^{\circ}13''$ E along the easterly line of said 0.6 acre tract, for a distance of 166.53 feet to the northeast corner of said 0.6 acre tract, said point being on the southerly right-of-way of Santiam Road; thence proceed N 55°11'23" E for a distance of 58.31 feet or to the southeasterly corner of that particular 0.53 acre tract as described in Conveyance Book 374, Page 268 in the Office of the Lincoln Parish Clerk of Court; thence proceed N 29°13" E along the easterly line of said 0.53 acre tract, for a distance of 30.00 feet to the northeasterly corner of said tract; thence proceed N $00^{\circ}49'$ W for a distance of 23.10 feet or to the southernmost corner of that particular 1.3 acre tract as described in Conveyance Book 374, Page 268 in the Office of the Lincoln Parish Clerk of Court; thence proceed N 29°13" E along the easterly line of said 1.3 acre tract, for a distance of 17.30 feet; thence proceed N 00°49' W along the east line of said 1.3 acre tract, for a distance of 441.47 feet to a point on the southerly right-of-way of the Illinois Central Railroad; thence proceed easterly along said right-of-way to the intersection of said right-of-way with the east line of the SW 1/4 of Section 20 as shown on that particular plat of survey for Stowe-Woodward Inc. by S. E. Huey & Co. dated August 6, 1966; thence proceed S 00°40' E along said guarter section line for a distance of 2251.84 feet, more or less, to the POINT OF BEGINNING, said tract being subject to the right-of-way of Santiam Road and any other servitudes and rights-of-way thereon and/or of record.

AND

A certain tract containing 2.6 acres, more or less, and being situated in the SE 1/4 of the SW 1/4 of Section 20, T18N-R2W, Lincoln Parish, Louisiana, and being more particularly described as follows:

BEGINNING at an existing 4" iron pipe at the southeast corner of the SE 1/4 of the SW 1/4 of said Section 20, and proceed N 89°51'25" W for a distance of 331.58 feet to a 1" iron pipe; thence proceed N 00°23'23" W for a distance of 424.07 feet to a 1/2" iron rod on the southerly right-of-way of McDonald Avenue; thence proceed southeasterly along said right-of-way for a distance of 366.29 feet to the east line of the SE 1/4 of the SW 1/4 of said Section 20; thence proceed S 00°40' E along the forty line for a distance of 268.76 feet to the POINT OF BEGINNING, said tract being subject to any servitudes and rights-of-way thereon and/or of record; These two tracts representing the remaining portions of the property acquired by Ruston Chamber of Commerce, a Louisiana non-profit Corporation, pursuant to deeds recorded in Conveyance Book 98, Page 232, Conveyance Book 107, Page 231, and Conveyance Book 108, Page 610, records of Lincoln Parish, Louisiana.

together with all buildings and improvements, appurtenances, and attachments, rights, ways, privileges, servitudes and advantages thereto belonging or in any way appertaining, including all immovables by nature or destination, now or hereafter forming a part of and attached to or connected with said property or used in connection therewith.

TO HAVE AND TO HOLD the above described property unto VENDEE, his heirs, and assigns forever.

The consideration for which this sale is made is the sum of FIFTY-FOUR THOUSAND THREE HUNDRED EIGHTY-ONE AND 49/100ths (\$54,381.49) DOLLARS cash, the receipt and sufficiency of which is hereby acknowledged, and full acquittance granted therefore.

Ad valorem taxes for the current year will be paid by VENDEE.

The parties to this act have agreed to dispense with the production of the certificate of mortgages required by Article 3364 of the Civil Code, and exonerate the undersigned authority from all liability in the premises.

THUS DONE AND SIGNED at Ruston, Lincoln Parish, Louisiana, on this 3^{-1} day of January, 1995.

WITNESSES:

RUSTON-LINCOLN PARISH CHAMBER OF COMMERCE

BY:

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THUS DONE AND SIGNED at Ruston, Lincoln Parish, Louisiana, on this 3^{-1} day of January, 1995.

WITNESSES: arter the 12 E. Daimon

RUSTON/LINCOLN CHAMBER OF COMMERCE AMENDED BOARD MEETING MINUTES OCTOBER 24, 1994

RESOLUTION FOR SALE OF ECONOMIC DEVELOPMENT PROPERTY ON MCDONALD AVENUE

. . .

Keith Winter reported that we need to get a resolution for the sale of the economic development property on McDonald Avenue. We didn't have a legal description is why the property had never been transferred over to RLIDC. Richard Durrett made a motion to write a resolution to transfer property over to RLIDC, motion seconded. Approved.

Paul Hogan informed board members that he went to James Davison about purchasing the property out on McDonald Avenue. After showing the property to Mr. Davison, he offered to purchase the property and let RLIDC show the property to industrial prospects.

It was resolved that Ruston/Lincoln Chamber of Commerce obtain a legal description of the economic development property on McDonald Avenue and execute a deed conveying record title to the property to James Davison for a recited consideration of \$54,341.49 cash.

It was further resolved that Rick Rogers, President of this corporation be authorized to execute the deed and to do and perform all acts necessary and incidental to the execution of the deed and the transaction.

I herely cutify that this is a true copy of the amended Minutes of the Ruston / Rincoln Chamber of Commerce Board of Directors meeting on October 24, 1994.

> Paula Beckham Office manager / Secretary

COBD of the original on file this January 10, 1995. Taty

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STATE OF LOUISIANA

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PARISH OF LINCOLN

ACT OF CORRECTION

Before the undersigned Notary Public, and in the presence of the subscribing witnesses, there appeared:

RUSTON-LINCOLN CHAMBER OF COMMERCE, formerly known as Ruston Chamber of Commerce, a non-profit corporation organized and existing under the laws of the State of Louisiana, domiciled in Lincoln Parish, represented herein by its President, J. Bill Tubre, duly authorized to appear herein by resolution of the Board of Directors, a certified copy of which is attached, hereinafter referred to as "SELLER",

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JAMES E. DAVISON,

husband of Martha Dianne Odom Davison, domiciled in Lincoln Parish, whose mailing address is P.O. Drawer 310, 2000 Farmerville Highway, Ruston, Louisiana 71273-0310; hereafter referred to as "PURCRASER";

who after being duly sworn, did depose and state that by act of Cash Sale Deed dated January 1, 1995 and Filed in Conveyance Book 905 at Page 341° of the public records of the Clerk of Court, Lincoln Parish, Louisiana, SELLER did convey to FURCHASER certain property more particularly described therein. SELLER and PURCHASER acknowledge that the property listed in said Cash Sale Deed was incorrectly described, and the parties now wish to correct said Cash Sale . SELLER and PURCHASER therefore declare that the correct description of the property conveyed by the January 3, 1995 Cash Sale Deed is as follows:

A certain tract containing 63.06 acres more or less, and being situated in the SW 1/4 of Section 20, T18N-R2W, Lincoln Parish, Louisiana, and being more particularly described as follows:

Commencing at a 4" iron pipe at the southeast corner of the SW 1/4 of Section 20, T18N-R2W, Lincoln Parish, Louisiana, and proceed thence N 00° 10' 33" W along the east line of the SW 1/4 for a distance of 344.26 feet to a point on the north right-of-way of 60' wide McDonald Avanue; thence proceed N 71° 03' 10" W for a distance of 113.24 feet to a 5/8" rebar and the POINT OF BEGINNING of the tract herein described; thence proceed N 64° 22' 23" W along the north line of McDonald Avenue for a distance of 44.09 feet; thence continue along said right-of-way, N 62° 09' 58" W for a distance of 190.04 feet to a 5/8" rebar at the southeast corner of a tract of land owned by SW Industries, Inc.; thence proceed N 02° 25' 15" E along the east line of said tract for a distance of 77.78 feet to a 5/8" rebar, thence proceed N 10° 31' 53" E along the east line of said tract for a distance of 354.47 feet to a 3/4" iron pipe; thence proceed N 27" 09' 48" W along the anterly line of said tract for a distance of 705.60 feet to a 3/4" rebar, thence proceed N 68° 06' 19" W along the north line of said tract for a distance of 931.39 feet to a 5/8" rebar; thence proceed N 57* 46' 13" W along the north line of said tract for a distance of 150.00 feet; thence proceed S 27° 47' 37" W along the east line of said SW Industries, Inc. tract for a distance of 430.00 feet to a 5/8" rebar on the northerly right-of-way of McDonald Avenue; thence proceed N 62° 25' 06" W along said

right-of-way for a distance of 606.55 feet; thence continue along said right-of-way, N 66° 16' 35" W for a distance of 96.29 feet; thence continue along said right-of-way, N 74° 44' 36" W for a distance of 94.63 feet to a 1" iron pipe at the southeast corner of that particular tract described in Convergence Book 167 Page particular tract described in Conveyance Book 167, Page 236 in the Office of the Lincoln Parish Clerk of Court; thence, leaving said right-of-way, proceed N 00° 23' 56 W along the east line of said tract for a distance of 195.07 feet to a 5/8" rebar at the southwest corner of the Schwans Sales property; thence proceed S 60° 28' 12" E along the southerly line of said tract for a distance of 99.42 feet to a 3/8" rebar, thence proceed N 29° 39' 16" E along the easterly line of said tract for a distance of 30.00 feet to a 5/8" rebar at the northeasterly corner of said tract; thence proceed N 60° 20' 44" W along the northerly line of said tract for a distance of 500.00 feet to a 5/8" rebar at the northwesterly corner of said tract: thence proceed N 00° 23' 56" W for a distance of 23.11 feet to a 1/2" rebar at the southwesterly corner of that particular 0.023 acre tract described in Conveyance Book 194, Page 644 in the Office of the Lincoln Parish Clerk of Court; thence proceed S 60° 20' 44" E for a distance of 500.41 feet to a 1/2" rebar at the southernmost corner of that particular 1.3 acre tract described in Conveyance Book 374, Page 268 in the Office of the Lincoln Parish Clerk of Court; thence proceed N 29° 42' 20" E along the easterly line of said tract for a distance of 17.26 feet to a 1/2" rebar; thence proceed N 00° 23' 56" W along the east line of said tract for a distance of 449.26 feet to a 5/8" rebar on the south right-of-way of the There is a state of the south right-of-way of the fillinois Central Railroad; thence proceed easterly along said right-of-way, along a curve to the right, the radius of which is approximately 17579.55 feet, a chord of N 86° 27' 47" E for a distance of 2257.67 feet to a 5/8" rebar on the east line of the SW 1/4; thence proceed S 13° 08' 08" W for a distance of 429.08 feet to the POINT OF BEGINNING, said tract being subject to the right-of-way of Santiam Road and any other servitudes and rights-of-way thereon and/or of record, all as per the attached plat of survey by Lester Gary Rainey, PLS, dated February 28, 1995;

AND

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A certain tract containing 2.6 acres, more or less, and being situated in the SE 1/4 of the SW 1/4 of Section 20, T18N-R2W, Lincoln Parish, Louisiana, and being more particularly described as follows:

BEGINNING at an existing 4" iron pipe at the southeast corner of the SE 1/4 of the SW 1/4 of said Section 20, and proceed N 89° 51' 25" W for a distance of 331.58 feet to a 1" iron pipe; thence proceed N 00° 23' 23" W for a distance of 424.07 feet to a 1/2" iron rod on the southerly right-of-way of McDonald Avenue; thence proceed southeasterly along said right-of-way for a distance of 366.29 feet to the east line of the SE 1/4 of the SW 1/4 of said Section 20; thence proceed S 0°40' E along the forty line for a distance of 268.76 feet to the POINT OF BEGINNING, said tract being subject to any servitudes and rights-of-way thereon and/or of record, all as per the attached plat of survey by Lester Gary Rainey, PLS, dated February 28, 1995;

These two tracts representing the remaining portions of the property acquired by Ruston Chamber of Commerce pursuant to deeds recorded in Conveyance Book 98, Page 232, Conveyance Book 107, Page 231, and Conveyance Book 108, Page 610, records of Lincoln Parish, Louisiana.

SELLER and PURCHASER therefore correct and confirm the Cash Sale Deed referred to above, and otherwise ratify and approve the same, and request that the Clerk of Court and Recorder of Conveyances for Lincoln Parish make a marginal notation on the Cash Sale Deed referred to above reflecting the execution and recordation of this Act of Correction.

THUS DONE AND SIGNED at Ruston, Lincoln Parish, Louisiana, on this 200 day of October, 1995.

WITNESSES :

RUSTON-LINCOLN CHAMBER OF COMMERCE

BY

THUS DONE AND SIGNED at Ruston, Lincoln Parish, Louisiana, on this 2nd day of October, 1995.

WITNESSES:

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RESOLUTION OF THE BOARD OF DIRECTORS OF RUSTON-LINCOLN CHAMBER OF COMMERCE

BE IT RESOLVED that the President of this corporation, J. BILL TUBRE, is hereby authorized and empowered for and on behalf of, and in the name of this corporation, to enter into an Act of Correction to correct the legal description of the Cash Sale Deed dated January 3, 1995 and filed in Conveyance Book 905 at Page 341 of the public records of Lincoln, Louisiana, in which this corporation did convey to James E. Davison certain property described therein.

BE IT FURTHER RESOLVED that said officer is further authorized to sign all papers, documents and acts necessary in order to correct the hereinabove described conveyance.

I certify that I am the duly acting and gualified Secretary of RUSTON-LINCOLN CHAMBER OF COMMERCE and that:

(a) RUSTON-LINCOLN CHAMBER OF COMMERCE is duly organized and existing under the laws of the State of Louisiana; that all franchise and other taxes required to maintain its corporate existence have been paid when due and that no such taxes are delinquent; that no proceedings are pending for forfeiture of its Charter or for its dissolution, voluntarily or involuntarily; that it is duly qualified to do business in the State of Louisiana and is in good standing with such State; that there is no provision in the Articles of Incorporation or Bylaws of said corporation limiting the power of the Board of Directors to pass the resolutions set out above and that the same are in conformity with the provisions of said Articles of Incorporation and Bylaws; and

(b) the above and foregoing constitutes a true and correct (b) the above and foregoing constitutes a true and correct copy of resolutions duly adopted at a meeting of the Board of Directors of said corporation held on September 25, 1995, at which meeting a quorum was present and voted in favor of said resolutions, and said resolutions have never been modified or rescinded and are still in full force and effect.

Date: October 2, 1995

JOHN (W? UEFFERS Secretary

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Linda Cook
Lincoln Parish Clerk of Court
F162836
07/27/2016 01·27 PM

Paula Cupp

STATE OF LOUISIANA)

PARISH OF LINCOLN)

BEFORE US, the undersigned Notaries Public, duly commissioned and qualified within and for the State and Parishes as indicated, and in the presence of the undersigned competent witnesses, personally came and appeared:

ACT OF SALE

JAN SMALLING HAYNES (SS#: xxx-xx-9158), a person of the full age of majority, a resident of and whose mailing address is 16801 Village Lane, Dallas, Texas 75248, appearing herein by and through Troy Smalling, her duly authorized Agent, pursuant to a Special Power of Attorney to Sell Immovable Property dated May 19, 2016, a copy of which is attached hereto,

hereinafter sometimes referred to as "Vendor," and

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CITY OF RUSTON, LOUISIANA, a municipal corporation and political subdivision of the State of Louisiana, whose mailing address is Post Office Box 2069, Ruston, Louisiana, 71273-2069, appearing herein by and through Ronny Walker, its duly authorized Mayor, per Resolution No. 1008 of 2016,

hereinafter referred to as "Purchaser," who did covenant and agree as follows:

<u>WITNESSETH</u>

§1. <u>CONVEYANCE</u>. Subject to the terms, conditions, limitations and reservations hereinafter stated, and for the consideration hereinafter stated, Vendor acknowledges that Vendor has sold, conveyed and delivered, and by these presents does grant, bargain, sell, convey and deliver unto Purchaser, here present and purchasing for Purchaser's heirs, successors and assigns, and acknowledging the delivery and possession thereof, all and singular, together with all buildings and improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, the following described property (which is hereinafter referred to as the "Property"), situated in the State of Louisiana, Parish of Lincoln, to-wit:

Commencing at an existing metal "T post at the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 20, Township 18 North, Range 2 West, Lincoln Parish, Louisiana, as per survey by Virgil T. Collins, P.L.S., dated June 28, 1982 for Wallace Michael; thence run N89°-33'-12"W along the South line of the Northeast Quarter of the Southeast Quarter for a distance of 210.00 to a ½ inch re-bar with a metal "T" post guard at the Southwest corner of the Wayne B. Slaton, et ux tract as per Conveyance Book 1153, page 54, records of Lincoln Parish, Louisiana, and survey by Virgil T. Collins, P.L.S. dated June 28, 1982 for the STARTING POINT; from said starting point, thence run N89°-33'-12"W along the South line of the Northeast Quarter of the Southeast Quarter for a distance of 472.53 feet to a ½ inch re-bar with a metal "T" post guard; thence, leaving the South line of the Northeast Quarter of the Southeast Quarter run N00°-26'32"W parallel to the East line of the Northeast Quarter of the Southeast Quarter for a distance of 630.00 feet to a ½ inch re-bar with a metal "T" post guard; thence run S89°-33'-12E parallel to the South line of the Northeast Quarter of the Southeast Quarter for a distance of 472.53 feet to a ½ inch re-bar with a metal "T" post guard at the Northwest corner of the Wayne B. Slaton, et ux tract; thence run S00°-26'-32"E along the West line of the Wayne B. Slaton, et ux tract for a distance of 630.00 feet back to the pointof-beginning; containing 6.833 acres and being subject to all easements and rights-of-way of record or use; all as per map of survey by William T. Lowe and Associates, Inc. dated January 21, 2015, attached hereto and made a part hereof.

The Property is also described as follows:

That certain 6.83 acre parcel of land situated in the NE 1/4 of the SE 1/4 of Section 20, Township 18 North-Range 2 West, Land District North of Red River, Lincoln Parish, Louisiana, being more particularly described as follows:

Commencing at that 2" Iron Pipe found and accepted as representing the SE corner of Section 20, T18N-R2W and run along the East line of said Section 20 for a bearing of N00° 22' 23"W and distance of 1328.32 feet and to the SE corner of the NE 1/4 of the SE 1/4 of Section 20, T18N-R2W (whence found: "T-Post, S89° 38' 12"E, 0.47');

thence, leaving said East line, run along the South line of the NE 1/4 of the SE 1/4 for a bearing of N89° 24' 34"W and distance of 209.48 feet (whence found: 1/2" Rebar, S0° 20' 17"E, 0.18') and to a point on said South line representing the **POINT-OF-BEGINNING** of herein described 6.83 acre parcel of land (hereinafter referred to as Subject) and the SE corner of Subject;

thence, continue along said South line for a bearing of N89° 24' 34"W and distance of 472.46 feet (whence found: 1/2" Rebar, S0° 19' 52"E, 0.27') and to a point representing the SW corner of Subject;

thence, leaving said South line, run for a bearing of N00° 19' 52"W and distance of 629.71 feet and to that 1/2" Rebar found representing the NW corner of Subject;

thence, run for a bearing of S89° 25' 39"E and distance of 472.38 feet and to that 1/2" Rebar found representing the NE corner of Subject;

thence, run for a bearing of S00° 20' 17"E and distance of 629.86 feet and back to the **POINT-OF-BEGINNING** of herein described parcel of land, containing 6.83 acres, more or less, being subject to any and all encumbrances thereon and or of record; *the above described dimensions notwithstanding the final intent to describe a 6.83 acre parcel of land bounded on the South by the South line*

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of the NE 1/4 of the SE 1/4 of Section 20, T18N-R2W and on the West, North, and East by the monumented lines described above.

§2. <u>HABENDUM CLAUSE</u>. TO HAVE AND TO HOLD the Property unto Purchaser, Purchaser's heirs, successors and assigns forever.

§3. <u>PURCHASE PRICE</u>. The price for which this sale is made is the sum of Thirty-Four Thousand One Hundred Sixty-Five and 00/100 (\$34,165.00) Dollars cash, the receipt and sufficiency of which is hereby acknowledged by Vendor.

§4. <u>WAIVER OF RIGHTS PER R.S. 41:1338</u>. Vendor waives all rights pursuant to LSA-R.S. 41:1338 relating to the offer of City to sell whatever rights City acquired in the Property at the fair market value back to Vendor or Vendor's successors in title should City desire to transfer the Property to a third person.

§5. <u>RESERVATION OF MINERALS</u>. It is understood and agreed that Vendor reserves unto Vendor, its heirs and assigns, all oil and gaseous minerals only beneath the area hereinabove described; it is specifically understood, however that no exploration, drilling, nor mining, or transporting of oil or gas nor other operations of any kind shall be conducted upon the surface of said area, or under said area to a depth of two hundred fifty (250') feet below the surface of said area; provided, however, there may be directional drilling from adjacent lands to extract the oil or gaseous minerals from said area. This mineral reservation shall be imprescriptible, as authorized by R.S. 31:149B.

§6. <u>WARRANTY</u>. This sale is made with full warranty of title, and with complete transfer and subrogation of all rights and actions of warranty against all former owners of the Property, together with all rights of prescription, whether acquisitive, liberative or nonuse, to which Vendor may be entitled, and free and clear of all judgments, mortgages, liens and encumbrances of a similar nature. Except for the limited warranties set forth herein, the Property is being sold to Purchaser in its "As-Is" condition without any representations or warranties, express or implied, and Purchaser is relying solely on its own investigation of the Property in making its decision of whether or not to purchase the Property.

§7. <u>LUMP SUM</u>. The sale of the Property is made for a lump sum for the entire tract without reference to acreage or any other condition and is without regard to the actual acreage conveyed, with no increase or reduction of purchase price for survey revealed overage or shortage of acreage by description, accretion or otherwise.

§8. <u>FURTHER DOCUMENTS</u>. At any time, the parties hereto shall execute and deliver to each other and/or to third parties such other documents and take such other action as each may require to more effectively implement the intention of this instrument.

§9. <u>SUCCESSION</u>. This instrument shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective heirs, successors and assigns.

§10. <u>WAIVER OF CERTIFICATES</u>. All conveyance, mortgage, tax and other certificates are waived by the parties, and the parties hereto exonerate me, Notary, from all liability in the premises.

§11. <u>SIGNATURES.</u> This document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signatures of all persons required appear on each counterpart to bind any party. All

counterparts shall collectively constitute a single instrument. Additionally, a signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and thereafter attached to another identical counterpart. It shall not be necessary in making proof of this instrument or for purposes of recordation to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto.

(SIGNATURE PAGES FOLLOW)

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IN WITNESS WHEREOF, this instrument is executed by JAN SMALLING HAYNES by and through Troy Smalling, her duly authorized Agent, in the presence of the undersigned competent witnesses, and me, Notary, in the City of Ruston, Parish of Lincoln, State of Louisiana, on this the 212 day of July, 2016.

WITNESSES:

Morgan Corie Print Name: Mongan 8. Osbon Taula Print Name: Poula, S. Osbon

Troy Smalling, Agent for

Jan Smalling Haynes

Bridgett M. Davis Notary Public

Bridgett M. Davis Notary Public Lincoln Parish, LA Notary I.D. No. 15393 My Comm. Is For Life

IN WITNESS WHEREOF, this instrument is executed by CITY OF RUSTON,

LOUISIANA, by and through Ronny Walker, its duly authorized Mayor, in the presence of the undersigned competent witnesses, and me, Notary in the City of Ruston, Parish of Lincoln, State of Louisiana, on this $\frac{25 \times 6}{25 \times 6}$ day of $\frac{100}{25 \times 6}$, 2016.

WITNESSES:

_tt Ill

Emmett Gibbs Print Name

Pan Womork

Pan Wonack Print Name

Notary Public

WILLIAM S. CARTER, JR. NOTARY PUBLIC, ID # 3937 LINCOLN PARISH, LA MY COMM IS FOR LIFE

CITY OF RUSTON, LOUISIANA

By: Ronny Walker 1 Mayor

SPECIAL POWER OF ATTORNEY TO SELL IMMOVABLE PROPERTY

STATES AS INDICATED

) :ss

COUNTIES/PARISHES AS INDICATED)

BEFORE US, the undersigned Notaries Public, duly commissioned and qualified within and for the states and parishes/counties as indicated, and in the presence of the undersigned competent witnesses, personally came and appeared:

JAN SMALLING HAYNES (S.S. No. XXX-XX-<u>9158</u>), a person of the full age of majority, a resident of and whose mailing address is 16801 Village Lane, Dallas, Dallas County, Texas 75248,

hereinafter referred to as "Principal", and,

TROY SMALLING (S.S. No. XXX-XX-<u>4408</u>), a person of the full age of majority, a resident of and whose mailing address is 2500 North Trenton, Ruston, Lincoln Parish, Louisiana 71270,

hereinafter referred to as "Agent", who did covenant and agree as follows:

WITNESSETH

§1. <u>POWER OF ATTORNEY</u>. Subject to the limitations, exceptions, reservations, terms and conditions hereinafter set forth, Principal does by these presents make, name, ordain, constitute and appoint Agent as Principal's true and lawful agent, hereby giving and granting unto Agent full power and authority, for Principal, and in Principal's name, place and stead, to do and perform all the things and acts specified herein relating to the following described property (hereinafter referred to as the "Property"), situated in Lincoln Parish, Louisiana, to-wit:

> Commencing at an existing metal "T post at the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 20, Township 18 North, Range 2 West, Lincoln Parish, Louisiana, as per survey by Virgil T. Collins, P.L.S., dated June 28, 1982 for Wallace Michael; thence run N89°-33'-12"W along the South line of the Northeast Quarter of the Southeast Quarter for a distance of 210.00 to a 1/2 inch re-bar with a metal "T" post guard at the Southwest corner of the Wayne B. Slaton, et ux tract as per Conveyance Book 1153, page 54, records of Lincoln Parish, Louisiana, and survey by Virgil T. Collins, P.L.S. dated June 28, 1982 for the STARTING POINT; from said starting point, thence run N89°-33'-12"W along the South line of the Northeast Quarter of the Southeast Quarter for a distance of 472.53 feet to a 1/2 inch re-bar with a metal "T" post guard; thence, leaving the South line of the Northeast Quarter of the Southeast Quarter run N00°-26'32"W parallel to the East line of the Northeast Quarter of the Southeast Quarter for a distance of 630.00 feet to a 1/2 inch re-bar with a metal "T" post guard; thence run S89°-33'-12E parallel to the South line of the Northeast Quarter of the Southeast Quarter for a distance of 472.53 feet to a 1/2 inch re-bar with a metal "T" post guard at the Northwest corner of the Wayne B. Slaton, et ux tract; thence run S00°-26'-32"E along the West line of the Wayne B. Slaton, et ux tract for a distance of 630.00 feet back to the point-of-beginning; containing 6.833 acres and being subject to all easements and rights-of-way of record or use; all as per map of survey by William T. Lowe and Associates, Inc. dated January 21, 2015, attached hereto and made a part hereof.

§2. <u>SPECIAL AUTHORITY</u>. Particularly, Principal does hereby authorize and empower Agent to do and perform the following acts and deeds, to-wit:

Execute such documents, as he in his discretion deems advisable, to sell the Property to the City of Ruston for the sum of THIRTY-FOUR THOUSAND ONE HUNDRED SIXTY-FIVE and 001/00 (\$34,165.00) DOLLARS, with a reservation of the oil, gas and other minerals.

§3. <u>GENERALITY</u>. It is the intention of Principal that this agency be general and any act not herein specifically forbidden is authorized, insofar as the Property is concerned.

§4. <u>CONSTRUCTION</u>. Principal further expressly stipulates that any ambiguities which may arise in the interpretation hereof shall be liberally construed so as to effectuate the purpose hereof and to validate all things done by Agent.

§5. <u>SEVERABILITY</u>. If any provisions of this agency shall be construed to be illegal or invalid, it shall not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provisions shall be deemed stricken and deleted here from the same extent and effect as if never incorporated herein. All other provisions hereof shall continue in full force and effect.

§6. <u>DURATION</u>. Principal further declares that this agency is durable and shall not be deemed revoked by the incapacity or disability of Principal and shall continue in full force and effect until such time as the Property is sold to the City of Ruston.

§7. <u>COUNTERPARTS</u>. This instrument may be signed and executed in counterparts, in which event all counterparts shall be considered as one instrument. Further, in the event more than one person is executing this instrument and all parties do not sign this instrument, the same shall, nevertheless, be binding on all who do.

§8. ACCEPTANCE. Agent accepts the agency granted herein by Principal.

§9. <u>GENDER</u>. Wherever the word "Principal" or "Agent " occurs in this instrument or is referred to, the same shall be construed as singular or plural, masculine, feminine or neuter, as the case may be.

THUS DONE AND PASSED in the presence of the undersigned competent witnesses, and me, Notary, in the City of Dallas, County of Dallas, State of Texas, on this the <u>1944</u> day of <u>May</u>, 2016.

WITNESSES:

Print Name: Monticit RodRIGUEZ

722250

Print Name: Amarki C. Melo

is Abacques

Jesis Ivan Rody

JESUS IVAN RODRIGUEZ AY COMMISSION EXPIRES December 1, 2018

THUS DONE AND PASSED in the presence of the undersigned competent witnesses, and me, Notary, in the City of Ruston, Parish of Lincoln, State of Louisiana, on this the 20th day of May, 2016.

WITNESSES: Q rua Troy Smalling, Agent Print Name: Dorgan Corie Bridgett Print Name: Bridsett Davis L Notary Public Michael S. Coyle Notary Public Lincoln Parish, LA Notary I.D. No. 68965 My Comm. Is For Life

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Linda Cook Lincoln Parish Clerk of Court ⊢161202 05/16/2016 01:23 PM ula C EPUTY CLERK

ACT OF SALE

STATE OF LOUISIANA)

PARISH OF LINCOLN)

BEFORE US, the undersigned Notaries Public, duly commissioned and qualified within and for the State and Parishes as indicated, and in the presence of the undersigned competent witnesses, personally came and appeared:

> WILLARD O. EDWARDS, JR. (SSN: xxx-xx-4315), and LINDA LOUISE AULDS EDWARDS (SSN: xxx-xx-<u>5173</u>), husband and wife, persons of the legal age of majority, and whose mailing address is 609 Brownie Street, Rose Hill, Kansas 67133;

hereinafter collectively referred to as "Vendor," and

:ss.

CITY OF RUSTON, LOUISIANA, a municipal corporation and political subdivision of the State of Louisiana, whose mailing address is Post Office Box 2069, Ruston, Louisiana, 71273-2069, appearing herein by and through Ronny Walker, its duly authorized Mayor, per Resolution No. 999 of 2015,

hereinafter referred to as "Purchaser," who did covenant and agree as follows:

<u>WITNESSETH</u>

§1. <u>CONVEYANCE</u>. Subject to the terms, conditions, limitations and reservations hereinafter stated, and for the consideration hereinafter stated, Vendor acknowledges that Vendor has sold, conveyed and delivered, and by these presents does grant, bargain, sell, convey and deliver unto Purchaser, here present and purchasing for Purchaser's heirs, successors and assigns, and acknowledging the delivery and possession thereof, all and singular, together with all buildings and improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, the following described property (which is hereinafter referred to as the "Property"), situated in the State of Louisiana, Parish of Lincoln, to-wit:

S 1/3 of the NW ¼ of SE ¼ of Section 20, Township 18 North, Range 2 West, LESS AND EXCEPT a strip of land 16 ½ yards in width extending across the East side of S 1/3 of NW ¼ of SE 1/4 of said Section 20.

The Property is also described as follows:

That certain 13.182 acre parcel of land situated in the NW 1/4 of the SE 1/4 of Section 20, Township 18 North-Range 2 West, Land District North of Red River, Lincoln Parish, Louisiana, being more particularly described as follows:

Commencing at that 2" Iron Pipe found and accepted as representing the SE corner of Section 20, T18N-R2W and run along the South line of said Section 20 for a bearing of N89° 25' 42"W and distance of 1342.40 feet and to the SW

corner of the SE 1/4 of the SE 1/4 of Section 20, T18N-R2W;

thence, leaving said South line, run along the West line of the SE 1/4 of the SE 1/4 for a bearing of N00° 28' 27"W and distance of 485.51 feet and to that Mag Nail set in the centerline of Beacon Light Road;

thence, continue along said West line for a bearing of N00° 28' 27"W and distance of 843.29 feet and to that 5/8" Rebar set representing the SE corner of the NW 1/4 of the SE 1/4 of Section 20, T18N-R2W;

thence, run along the South line of the NW 1/4 of the SE 1/4 for a bearing of N89° 24' 39"W and distance of 49.50 feet and to that 5/8" Rebar set representing the **POINT-OF-BEGINNING** of herein described 13.182 acre parcel of land (hereinafter referred to as Subject) and the SE corner of Subject;

thence, continue for a bearing of N89° 24' 39"W and distance of 1295.25 feet and to that 5/8" Rebar set on the West line of the NW 1/4 of the SE 1/4 of Section 20, T18N-R2W;

thence, run along said West line for a bearing of N00° 34' 31"W and distance of 443.29 feet and to that 5/8" Rebar set representing the NW corner of Subject;

thence, run for a bearing of S89° 24' 39"E and distance of 1296.03 feet and to that 5/8" Rebar set representing the NE corner of Subject;

thence, run for a bearing of S00° 28' 27"E and distance of 443.27 feet and back to the **POINT-OF-BEGINNING** of herein described parcel of land, containing 13.182 acres, more or less, being subject to any and all encumbrances thereon and or of record; *the above described dimensions notwithstanding the final intent to describe a 13.182 acre parcel of land bounded on the West by the West line of the NW 1/4 of the SE 1/4 of Section 20, T18N-R2W, on the North by the North line of the South 1/3 of the NW 1/4 of the East by a line that is 16.5 yards West of and parallel to the East line of the NW 1/4 of the SE 1/4 of Section 20, T18N-R2W, and on the South by the South line of the NW 1/4 of the SE 1/4 of Section 20, T18N-R2W.*

§2. <u>HABENDUM CLAUSE</u>. TO HAVE AND TO HOLD the Property unto Purchaser, Purchaser's heirs, successors and assigns forever.

§3. <u>PURCHASE PRICE</u>. The price for which this sale is made is the sum of Seventy Thousand and 00/100 (\$70,000.00) Dollars cash, the receipt and sufficiency of which is hereby acknowledged by Vendor.

§4. <u>WAIVER OF RIGHTS PER R.S. 41:1338</u>. Vendor waives all rights pursuant to LSA-R.S. 41:1338 relating to the offer of City to sell whatever rights City acquired in the Property at the fair market value back to Vendor or Vendor's successors in title should City desire to transfer the Property to a third person.

§5. <u>RESERVATION OF MINERALS.</u> It is understood and agreed that Vendor reserves unto Vendor, its heirs and assigns, all oil and gaseous minerals only beneath the area hereinabove described; it is specifically understood, however that no exploration, drilling, nor mining, or transporting of oil or gas nor other operations of any kind shall be conducted upon the surface of said area, or under said area to a depth of two hundred fifty (250') feet below the surface of said area; provided, however, there may be directional drilling from adjacent lands to extract the oil or gaseous minerals from said area.

§6. <u>WARRANTY</u>. This sale is made with full warranty of title, and with complete transfer and subrogation of all rights and actions of warranty against all former owners of the Property, together with all rights of prescription, whether acquisitive, liberative or nonuse, to which Vendor may be entitled, and free and clear of all judgments, mortgages, liens and encumbrances of a similar nature. Except for the limited warranties set forth herein, the Property is being sold to Purchaser in its "As-Is" condition without any representations or warranties, express or implied, and Purchaser is relying solely on its own investigation of the Property in making its decision of whether or not to purchase the Property.

§7. <u>LUMP SUM</u>. The sale of the Property is made for a lump sum for the entire tract without reference to acreage or any other condition and is without regard to the actual acreage conveyed, with no increase or reduction of purchase price for survey revealed overage or shortage of acreage by description, accretion or otherwise.

§8. <u>FURTHER DOCUMENTS</u>. At any time, the parties hereto shall execute and deliver to each other and/or to third parties such other documents and take such other action as each may require to more effectively implement the intention of this instrument.

§9. <u>SUCCESSION</u>. This instrument shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective heirs, successors and assigns.

§10. <u>WAIVER OF CERTIFICATES</u>. All conveyance, mortgage, tax and other certificates are waived by the parties, and the parties hereto exonerate me, Notary, from all liability in the premises.

§11. <u>SIGNATURES.</u> This document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signatures of all persons required appear on each counterpart to bind any party. All counterparts shall collectively constitute a single instrument. Additionally, a signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and thereafter attached to another identical counterpart. It shall not be necessary in making proof of this instrument or for purposes of recordation to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto.

(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, this instrument is executed by WILLARD O. EDWARDS, JR. and LINDA LOUISE AULDS EDWARDS in the presence of the undersigned competent witnesses, and me, Notary, in the City of Ruston, Parish of Lincoln, State of Louisiana, on this the 2nd day of May, 2016.

WITNESSES: Kusti M. Lunskin Print Name: Kristi M Lungkin

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Print Name:

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Willard O. Edwards, Jr.

Che Ela Linda Louise Aulds Edwards

ID.

Notary Public

WILLIAM S. CARTER, JR. NOTARY PUBLIC, ID # 3937 LINCOLN PARISH. LA MY COMM IS FOR LIFE

IN WITNESS WHEREOF, this instrument is executed by CITY OF RUSTON, LOUISIANA, by and through Ronny Walker, its duly authorized Mayor, in the presence of the undersigned competent witnesses, and me, Notary, in the City of Ruston, Parish of Lincoln, State of Louisiana, on this 24 day of _, 2016.

WITNESSES:

Pam WomenR

Pan Womeck Print Name

Emmett Gibbs

Print Name

CITY OF RUSTON, LOUISIANA

By: <u>AUDal</u> Ronny Walker

Mayor

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Notary Public

WILLIAM S. CARTER, JR. NOTARY PUBLIC, ID # 3937 LINCOLN PARISH. LA MY COMM IS FOR LIFE

Linda Cook Lincoln Parish Clerk of Court 161201 5/16/2016 01:22 PM DEPUTY CLERK

ACT OF SALE

STATE OF LOUISIANA)

PARISH OF LINCOLN

BEFORE US, the undersigned Notaries Public, duly commissioned and qualified within and for the State and Parishes as indicated, and in the presence of the undersigned competent witnesses, personally came and appeared:

> WILLIAM H. HARPER (SS#: xxx-xx-4041), and Cynthia B. Harper (SS# xxx-xx-4039), husband and wife, persons of the legal age of majority, and whose mailing address is P.O. Box 38, Choudrant, Louisiana 71227; and

hereinafter referred to as "Vendor," and

:ss.

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CITY OF RUSTON, LOUISIANA, a municipal corporation and political subdivision of the State of Louisiana, whose mailing address is Post Office Box 2069, Ruston, Louisiana, 71273-2069, appearing herein by and through Ronny Walker, its duly authorized Mayor, per Resolution No. 984 of 2015,

hereinafter referred to as "Purchaser," who did covenant and agree as follows:

WITNESSETH

§1. <u>CONVEYANCE</u>. Subject to the terms, conditions, limitations and reservations hereinafter stated, and for the consideration hereinafter stated, Vendor acknowledges that Vendor has sold, conveyed and delivered, and by these presents does grant, bargain, sell, convey and deliver unto Purchaser, here present and purchasing for Purchaser's heirs, successors and assigns, and acknowledging the delivery and possession thereof, all and singular, together with all buildings and improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, the following described property (which is hereinafter referred sometimes to as Tract A and Tract B and collectively as the "Property"), situated in the State of Louisiana, Parish of Lincoln, towit:

Tract A

Beginning at the SW Corner of the N 1/3 of NW ¼ of SE ¼ of Section 20, Township 18 North, Range 2 West and run East parallel to the North line of said forty to a point 16-½ yards West of the East line of said forty, thence run South parallel to the East line of said forty to the North line of the S 1/3 of NW ¼ of SE ¼, said Section 20, thence run West along the North line of S 1/3 of NW ¼ of SE ¼, said Section 20, to the West line of said forty, thence run North along the West line of said forty to the point of beginning.

AND ALSO,

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Tract B

N 1/3 of NW ¼ of SE ¼ of Section 20, Township 18 North, Range 2 West, LESS AND EXCEPT a strip of land 16 ½ yards in width extending across the East side of N 1/3 of NW ¼ of SE ¼, Section 20.

The Property is also described as follows:

That certain 26.364 acre parcel of land situated in the NW 1/4 of the SE 1/4 of Section 20, Township 18 North-Range 2 West, Land District North of Red River, Lincoln Parish, Louisiana, being more particularly described as follows:

Commencing at that 2" Iron Pipe found and accepted as representing the SE corner of Section 20, T18N-R2W and run along the South line of said Section 20 for a bearing of N89° 25' 42"W and distance of 1342.40 feet and to the SW corner of the SE 1/4 of the SE 1/4 of Section 20, T18N-R2W;

thence, leaving said South line, run along the West line of the SE 1/4 of the SE 1/4 for a bearing of N00° 28' 27"W and distance of 485.51 feet and to that Mag Nail set in the centerline of Beacon Light Road;

thence, continue along said West line for a bearing of N00° 28' 27"W and distance of 843.29 feet and to that 5/8" Rebar set representing the SE corner of the NW 1/4 of the SE 1/4 of Section 20, T18N-R2W;

thence, run along the South line of the NW 1/4 of the SE 1/4 for a bearing of N89° 24' 39"W and distance of 49.50 feet and to that 5/8" Rebar set;

thence, run for a bearing of N00° 28' 27"W and distance of 443.27 feet and to that 5/8" Rebar set representing the **POINT-OF-BEGINNING** of herein described 26.364 acre parcel of land (hereinafter referred to as Subject) and the SE corner of Subject;

thence, run for a bearing of N89° 24' 39"W and distance of 1296.03 feet and to that 5/8" Rebar set on the West line of the NW 1/4 of the SE 1/4 of Section 20, T18N-R2W;

thence, run along said West line for a bearing of N00° 34' 31"W and distance of 885.97 feet and to that 60D Nail set in Crushed Rock (said Nail being 4.3' South of the centerline of the KCS Railway) representing the NW corner of the NW 1/4 of the SE 1/4 of Section 20, T18N-R2W and the NW corner of Subject;

thence, run along the North line of said NW 1/4 of the SE 1/4 for a bearing of S89° 23' 36"E and distance of 1297.60 feet and to that 5/8" Rebar set representing the NE corner of Subject;

thence, run for a bearing of S00° 28' 27"E and distance of 885.55 feet and back to the **POINT-OF-BEGINNING** of herein described parcel of land, containing 26.364 acres, more or less, being subject to any and all encumbrances thereon and or of record; the above described dimensions notwithstanding the final intent to describe a 26.364 acree parcel of land bounded on the West by the West line of the NW 1/4 of the SE 1/4 of Section 20, T18N-R2W, on the North by the North line of the NW 1/4 of the SE 1/4, on the East by a line that is 16.5 yards West of and parallel to the East line of the NW 1/4 of the SE 1/4 of South 1/3 of the NW 1/4 of the SE 1/4 of Section 20, T18N-R2W, and on the South by the North line of the South 1/3 of the NW 1/4 of the SE 1/4 of Section 20, T18N-R2W.

§2. <u>HABENDUM CLAUSE</u>. TO HAVE AND TO HOLD the Property unto Purchaser, Purchaser's heirs, successors and assigns forever.

§3. <u>PURCHASE PRICE</u>. The price for which this sale is made is the sum of One Hundred Twenty-Five Thousand and 00/100 (\$125,000.00) Dollars cash, the receipt and sufficiency of which is hereby acknowledged by Vendor.

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§4. <u>WAIVER OF RIGHTS PER R.S. 41:1338</u>. Vendor waives all rights pursuant to LSA-R.S. 41:1338 relating to the offer of City to sell whatever rights City acquired in the Property at the fair market value back to Vendor or Vendor's successors in title should City desire to transfer the Property to a third person.

§5. <u>RESERVATION OF MINERALS.</u> It is understood and agreed that Vendor reserves unto Vendor, its heirs and assigns, all oil and gaseous minerals only beneath the area hereinabove described; it is specifically understood, however that no exploration, drilling, nor mining, or transporting of oil or gas nor other operations of any kind shall be conducted upon the surface of said area, or under said area to a depth of two hundred fifty (250') feet below the surface of said area; provided, however, there may be directional drilling from adjacent lands to extract the oil or gaseous minerals from said area.

§6. <u>WARRANTY</u>. This sale is made with full warranty of title, and with complete transfer and subrogation of all rights and actions of warranty against all former owners of the Property, together with all rights of prescription, whether acquisitive, liberative or nonuse, to which Vendor may be entitled, and free and clear of all judgments, mortgages, liens and encumbrances of a similar nature. Except for the limited warranties set forth herein, the Property is being sold to Purchaser in its "As-Is" condition without any representations or warranties, express or implied, and Purchaser is relying solely on its own investigation of the Property in making its decision of whether or not to purchase the Property.

§7. <u>LUMP SUM</u>. The sale of the Property is made for a lump sum for the entire tract without reference to acreage or any other condition and is without regard to the actual acreage conveyed, with no increase or reduction of purchase price for survey revealed overage or shortage of acreage by description, accretion or otherwise.

§8. <u>FURTHER DOCUMENTS</u>. At any time, the parties hereto shall execute and deliver to each other and/or to third parties such other documents and take such other action as each may require to more effectively implement the intention of this instrument.

§9. <u>SUCCESSION</u>. This instrument shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective heirs, successors and assigns.

§10. <u>WAIVER OF CERTIFICATES</u>. All conveyance, mortgage, tax and other certificates are waived by the parties, and the parties hereto exonerate me, Notary, from all liability in the premises.

§11. <u>SIGNATURES.</u> This document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signatures of all persons required appear on each counterpart to bind any party. All counterparts shall collectively constitute a single instrument. Additionally, a signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and thereafter attached to another identical counterpart. It shall not be necessary in making proof of this instrument or for purposes of recordation to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto.

(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, this instrument is executed by WILLIAM H. HARPER AND CYNTHIA B. HARPER in the presence of the undersigned competent witnesses, and me, Notary, in the City of Ruston, Parish of Lincoln, State of Louisiana, on this the 29^{44} day of $Anti_2$, 2016.

WITNESSES:

Print Name: Jo

Joan Couch

William H. Harper

Ð nthia B. Harper

Print Name: - Gabrielle Wheeler

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Notary Public

R. H. Madden, III, Nctary Public Lincoln Parish, Louislana My Commission is for life Bar Roll No. 08819



IN WITNESS WHEREOF, this instrument is executed by CITY OF RUSTON, LOUISIANA, by and through Ronny Walker, its duly authorized Mayor, in the presence of the undersigned competent witnesses, and me, Notary, in the City of Ruston, Parish of Lincoln, State of Louisiana, on this <u>MC</u> day of May , 2016.

WITNESSES:

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Pan Womack

Pan Woma JC. Print Name

Emmett Gibbs Print Name

CITY OF RUSTON, LOUISIANA

BY: M Ronny Walker

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Mayor

Notary Public

WILLIAM S. CARTER, JR. NOTARY PUBLIC, ID # 3937 LINCOLN PARISH. LA MY COMM IS FOR LIFE

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Linda Cook Lincoln Parish Clerk of Court F161200

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ACT OF SALE

STATE OF LOUISIANA) :ss. PARISH OF LINCOLN)

BEFORE US, the undersigned Notaries Public, duly commissioned and qualified within and for the State and Parishes as indicated, and in the presence of the undersigned competent witnesses, personally came and appeared:

ROBIN CRAIG DENNIS ROBBINS (SS#: xxx-xx-5066), a person of the full age of majority, a resident of and whose mailing address is 146 Parish Park Road, Ruston, Louisiana 71270,

hereinafter referred to as "Vendor," and

CITY OF RUSTON, LOUISIANA, a municipal corporation and political subdivision of the State of Louisiana, whose mailing address is Post Office Box 2069, Ruston, Louisiana, 71273-2069, appearing herein by and through Ronny Walker, its duly authorized Mayor, per Resolution No. 973 of 2015,

hereinafter referred to as "Purchaser," who did covenant and agree as follows:

WITNESSETH

§1. <u>CONVEYANCE</u>. Subject to the terms, conditions, limitations and reservations hereinafter stated, and for the consideration hereinafter stated, Vendor acknowledges that Vendor has sold, conveyed and delivered, and by these presents does grant, bargain, sell, convey and deliver unto Purchaser, here present and purchasing for Purchaser's heirs, successors and assigns, and acknowledging the delivery and possession thereof, all and singular, together with all buildings and improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, the following described property (which is hereinafter referred to as Tract A and Tract B and collectively as the "Property"), situated in the State of Louisiana, Parish of Lincoln, to-wit:

Tract A

A certain tract containing 20.16 acres more or less, and being situated in the Southwest ¼ of said Section 20, being more particularly described as follows:

Commencing at an existing 4" iron pipe at the Southeast corner of the Southeast ¼ of the Southwest ¼ of said Section 20, and proceed North 00°10'33" West along the forty line for a distance of 344.26 feet to a point on the northerly right-of-way of McDonald Avenue (30 feet from centerline); thence proceed North 71°03'10" West along said right-of-way for a distance of 113.24 feet to a 5/8" rebar and the POINT OF BEGINNING of the tract herein described; thence proceed North 64°22'23" West along said right-of-way for a distance of 44.09 feet; thence proceed North 62°09'58" West along said right-of-way for a distance of 190.04 feet to a 5/8" rebar at the Southeast corner of that particular tract of land now owned by S W Industries, Inc., thence

proceed North 02°25'15" East along the easterly line of said S W Industries tract for a distance of 77.78 feet to a 5/8" rebar; thence proceed North 18°31'53" East along the easterly line of said tract for a distance of 354.47 feet to a $\frac{3}{4}$ " iron pipe; thence proceed North 27°09'48" West along the easterly line of said tract for a distance of 705.60 feet to a $\frac{3}{4}$ " rebar at the northeast corner of said S W Industries tract; thence proceed North 00° 10'33" West for a distance of 1049.52 feet to the south right-of-way, along a curve to the right, (the radius of which is 17,579.55), for an arc distance of 517.48 feet to a 5/8" rebar on the east line of the Northeast '4 of the Southwest '4; thence proceed South 00°10'33" East along the forty line for a distance of 1789.29 feet to a 5/8" rebar; thence proceed North 76°49'18" West for a distance of 8.42 feet to a $\frac{1}{2}$ " rebar; thence proceed South 13°08'08" West for a distance of 429.07 feet to the POINT OF BEGINNING, said tract being subject to any servitudes and rights-of-way thereon and/or of record;

Tract A is also described as follows:

That certain 19.198 acre parcel of land situated in the East 1/2 of the SW 1/4 of Section 20, Township 18 North-Range 2 West, Land District North of Red River, Lincoln Parish, Louisiana, being more particularly described as follows:

Commencing at that 4" Iron Pipe Fence Corner found and accepted as representing the SE corner of the SW 1/4 of Section 20, T18N-R2W, and run for a bearing of N00° 00' 00"E and distance of 426.70 feet;

thence, run for a bearing of N90° 00' 00"W and distance of 203.13 feet and to that 5/8" Rebar found on the Northerly right-of-way line of McDonald Ave. and accepted as representing the **POINT-OF-BEGINNING** of herein described 19.198 acre parcel of land (hereinafter referred to as Subject) and the SE corner of Subject;

thence, run along said right-of-way line for a bearing of N62° 11' 20"W and distance of 131.12 feet and to that 5/8" Rebar with a yellow cap ("Collins") found and accepted as representing the SW corner of Subject (whence found: 5/8" Rebar, N26° 08' 24"E, 1.40');

thence, run for a bearing of N01° 55' 05"E and distance of 77.43 feet and to that 5/8" Rebar with a yellow cap ("Collins") found and accepted;

thence, run for a bearing of N18° 11' 49"E and distance of 354.47 feet and to a point and corner (whence found: 3/4" Iron Pipe-disturbed, N83° 34' 15"W, 0.47' from corner);

thence, run for a bearing of N27° 34' 51"W and distance of 705.60 feet and to that 5/8" Rebar found with a yellow cap ("Collins");

thence, run for a bearing of N00° 35' 28"W and distance of 1049.96 feet and to a point on the Southerly right-of-way line (notwithstanding the actual distance thereto) of the K.C.S. Railway representing the NW corner of Subject (whence set: 5/8" Rebar as reference, S00° 35' 28"E, 1.15' from corner);

thence, run along said right-of-way line along a curve to the right with the following characteristics: Length = 517.49'; Radius = 16,664.31'; Chord = N88° 52' 49"E, 517.47' and to a point on the East line of the SW 1/4 of

Section 20, T18N-R2W representing the NE corner of Subject (whence found: 3/4" Rebar, S14° 26' 36"W, 1.37' from corner);

thence, leaving said right-of-way line, run along the East line of said SW 1/4 for a bearing of S00° 34' 31"E and distance of 1789.99 feet and to a point and corner (whence found: 5/8" Rebar, S77° 38' 36"E, 0.10' from corner);

thence, run for a bearing of N77° 38' 36"W and distance of 8.33 feet and to that 1/2" Rebar found and accepted;

thence, run for a bearing of N77° 14' 17"W and distance of 100.00 feet and to that 5/8" Rebar set;

thence, run for a bearing of S12° 48' 08"W and distance of 404.72 feet and back to the **POINT-OF-BEGINNING** of herein described parcel of land, containing 19.198 acres, more or less, being subject to any and all encumbrances thereon and or of record; the above described dimensions notwithstanding the final intent to describe a 19.198 acre parcel of land bounded on the North by the Southerly right-of-way of the K.C.S. Railway, on the East by the East line of the SW 1/4 of Section 20, T18N-R2W and the Lincoln Holdings, L.L.C. property, on the South by the Northerly right-of-way line of McDonaid Ave and on the West by the Stowe Woodard property and the James E Davison property.

AND ALSO,

<u>Tract B</u>

A certain tract containing 2.6 acres, more or less, and being situated in the Southeast ¼ of the Southwest ¼ of said Section 20, and being more particularly described as follows:

BEGINNING at an existing 4" iron pipe at the Southeast corner of the Southeast ¼ of the Southwest ¼ of said Section 20, and proceed North 89°51'25" West for a distance of 331.58 feet to a 1" iron pipe; thence proceed North 00°23'23" West for a distance of 424.07 feet to a ½" iron rod on the southerly right-of-way of McDonald Avenue; thence proceed Southeasterly along said right-of-way for a distance of 366.29 feet to the east line of the Southeast ¼ of the Southwest 1/4 of said Section 20; thence proceed South 00°40' East along the forty line for a distance of 268.76 feet to the POINT OF BEGINNING, said tract being subject to any servitudes and rights-of-way thereon and/or of record.

LESS AND EXCEPT that certain portion of the herein above described property sold and conveyed by Jackie Wayne Darmon Robbins unto Lincoln Holdings, L.L.C. on August 26, 2008, as recorded in conveyance Book 1256, Page 141 of the records of the Clerk of Court of Lincoln Parish, Louisiana.

Tract B is also described as follows:

That certain 2.621 acre parcel of land situated in the SE 1/4 of the SW 1/4 of Section 20, Township 18 North-Range 2 West, Land District North
of Red River, Lincoln Parish, Louisiana, being more particularly described as follows:

Commencing at that 4" Iron Pipe Fence Corner found and accepted as representing the SE corner of the SE of the SW 1/4 of Section 20, T18N-R2W, said Corner also representing the **POINT-OF-BEGINNING** of herein described 2.621 acre parcel of land (hereinafter referred to as Subject) and the SE corner of Subject, and run for a bearing of N89° 34' 40"W and distance of 331.56 feet and to that 1" Iron Pipe found and accepted as representing the SW corner of Subject;

thence, run for a bearing of N00° 14' 38"W and distance of 425.12 feet and to that 5/8" Rebar set on the Southerly right-of-way line (notwithstanding the actual distance thereto) of McDonald Ave. representing the NW corner of Subject (whence found: Iron T-Post, S00° 14' 38"E, 1.86');

thence, run along said right-of-way line for a bearing of S62° 11' 29"E and distance of 176.47 feet and to that 5/8" Rebar set;

thence, continue along said line for a bearing of S65° 14' 33"E and distance of 48.62 feet and to that 5/8" Rebar set;

thence, continue along said line for a bearing of S71° 15' 30"E and distance of 137.60 feet and to that 5/8" Rebar set on the East line of the SE 1/4 of the SW 1/4 of Section 20, T18N-R2W representing the NE corner of Subject (whence found: 5/8" Rebar, S00° 34' 31"E, 0.58');

thence, leaving said right-of-way line, run along said East line for a bearing of S00° 34' 31"E and distance of 280.68 feet and back to the **POINT-OF-BEGINNING** of herein described parcel of land, containing 2.621 acres, more or less, being subject to any and all encumbrances thereon and or of record; the above described dimensions notwithstanding the final intent to describe a 2.621 acre parcel of land bounded on the North by the Southerly right-of-way of McDonald Ave., on the East by the East line of the SE 1/4 of the SW 1/4 of Section 20, T18N-R2W, and on the South and West by the monumented lines described above.

§2. <u>HABENDUM CLAUSE</u>. TO HAVE AND TO HOLD the Property unto Purchaser, Purchaser's heirs, successors and assigns forever.

§3. <u>PURCHASE PRICE</u>. The price for which this sale is made is the sum of One Hundred Fifty Thousand and 00/100 (\$150,000.00) Dollars cash, the receipt and sufficiency of which is hereby acknowledged by Vendor.

§4. <u>WAIVER OF RIGHTS PER R.S. 41:1338</u>. Vendor waives all rights pursuant to LSA-R.S. 41:1338 relating to the offer of City to sell whatever rights City acquired in the Property at the fair market value back to Vendor or Vendor's successors in title should City desire to transfer the Property to a third person.

§5. <u>RESERVATION OF MINERALS.</u> It is understood and agreed that Vendor reserves unto itself, its heirs and assigns, all oil and gaseous minerals only beneath the area hereinabove described; it is specifically understood, however that no exploration, drilling, nor mining, or transporting of oil or gas nor other operations of any kind shall be conducted upon the surface of said area, or under said area to a depth of two hundred fifty (250') feet below the surface of said area; provided, however, there may be directional drilling from adjacent lands to extract the oil or gaseous minerals from said area.

§6. <u>WARRANTY</u>. This sale is made with full warranty of title, and with complete transfer and subrogation of all rights and actions of warranty against all former owners of the Property, together with all rights of prescription, whether acquisitive, liberative or nonuse, to which Vendor may be entitled, and free and clear of all judgments, mortgages, liens and encumbrances of a similar nature. Except for the limited warranties set forth herein, the Property is being sold to Purchaser in its "As-Is" condition without any representations or warranties, express or implied, and Purchaser is relying solely on its own investigation of the Property in making its decision of whether or not to purchase the Property.

§7. <u>LUMP SUM</u>. The sale of the Property is made for a lump sum for the entire tract without reference to acreage or any other condition and is without regard to the actual acreage conveyed, with no increase or reduction of purchase price for survey revealed overage or shortage of acreage by description, accretion or otherwise.

§8. <u>FURTHER DOCUMENTS</u>. At any time, the parties hereto shall execute and deliver to each other and/or to third parties such other documents and take such other action as each may require to more effectively implement the intention of this instrument.

§9. <u>SUCCESSION</u>. This instrument shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective heirs, successors and assigns.

§10. <u>WAIVER OF CERTIFICATES</u>. All conveyance, mortgage, tax and other certificates are waived by the parties, and the parties hereto exonerate me, Notary, from all liability in the premises.

§11. <u>SIGNATURES.</u> This document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signatures of all persons required appear on each counterpart to bind any party. All counterparts shall collectively constitute a single instrument. Additionally, a signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and thereafter attached to another identical counterpart. It shall not be necessary in making proof of this instrument or for purposes of recordation to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto.

(SIGNATURE PAGES FOLLOW)

IN WITNESS WHEREOF, this instrument is executed by ROBIN CRAIG DENNIS ROBBINS in the presence of the undersigned competent witnesses, and me, Notary, in the City of Ruston, Parish of Lincoln, State of Louisiana, on this the 26th day of April, 2016.

WITNESSES: d. ossica (Bica 1

obin Craig Dennis Robbins

198. ambrese

Print Name: Tracy S Ambrose

Notary Public

WILLIAM S. CARTER, JR. NOTARY PUBLIC, ID # 3937 LINCOLN PARISH, LA MY COMM IS FOR LIFE IN WITNESS WHEREOF, this instrument is executed by CITY OF RUSTON, LOUISIANA, by and through Ronny Walker, its duly authorized Mayor, in the presence of the undersigned competent witnesses, and me, Notary, in the City of Ruston, Parish of Lincoln, State of Louisiana, on this <u>28th</u> day of <u>April</u>, 2016.

WITNESSES:

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LEWIS LOUS

Print Name (Pin

By: MealKer

CITY OF RUSTON, LOUISIANA

Ronny Walker Mayor

JOHN FREEMAN Print Name

When

Notary Public

WILLIAM S. CARTER, JR. NOTARY PUBLIC, ID # 3937 LINCOLN PARISH, LA MY COMM IS FOR LIFE

Linda Cook
Lincoln Parish Clerk of Court
F159221
03/01/2016 03:15 PM
anna Holman
DEPUTY CLERK

ACT OF SALE

STATE AS INDICATED

) :ss.

PARISH/COUNTY AS INDICATED)

BEFORE US, the undersigned Notaries Public, duly commissioned and qualified within and for the State and Parishes as indicated, and in the presence of the undersigned competent witnesses, personally came and appeared:

JAMES LEMOIN WHITMAN, JR. (SSN 0449), and CAROLYN RICHARDSON WHITMAN, (SS#: XXX-XX-0127), husband and wife, whose permanent mailing address is 122 Clear Lake Road, Rayville, Louisiana 71269;

LAURA JAYNE WHITMAN HARE (SSN 9555), a single woman, whose permanent mailing address is 209 North Montgomery, Starkville, Mississippi 39759; and

JERRY THOMAS WHITMAN (SSN 7914), a married man, but dealing herein with his separate and paraphernal property, whose permanent mailing address is 124 Pine Street, Choudrant, Louisiana 71227;

hereinafter collectively sometimes referred to as "Vendor," and

CITY OF RUSTON, LOUISIANA, a municipal corporation and political subdivision of the State of Louisiana, whose mailing address is Post Office Box 2069, Ruston, Louisiana, 71273-2069, appearing herein by and through Ronny Walker, its duly authorized Mayor, per Resolution No. 985 of 2015,

hereinafter referred to as "Purchaser," who did covenant and agree as follows:

WITNESSETH

§1. <u>CONVEYANCE</u>. Subject to the terms, conditions, limitations and reservations hereinafter stated, and for the consideration hereinafter stated, Vendor acknowledges that Vendor has sold, conveyed and delivered, and by these presents does grant, bargain, sell, convey and deliver unto Purchaser, here present and purchasing for Purchaser's heirs, successors and assigns, and acknowledging the delivery and possession thereof, all and singular, together with all buildings and improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, the following described property (which is hereinafter referred to as the "Property"), situated in the State of Louisiana, Parish of Lincoln, to-wit:

CONVEYANCE BOOK PAGE 1392 812

TOWNSHIP 18 NORTH, RANGE 2 WEST

LINCOLN PARISH, LOUISIANA

Section 20:

(1) A strip of land 16-1/2 yards in width extending across the East side of the NW 1/4 of SE 1/4, containing 1-1/2 acres, more or less;

(2) NE ¼ of SE ¼, LESS AND EXCEPT the following parcel: Beginning at the Southeast corner of said "forty", and from said point of beginning run thence North for a distance of 70 yards; thence run West for a distance of 70 yards; thence run South for a distance of 210 yards; thence run East for a distance of 70 yards, and back to the point of beginning; and

(3) Beginning at the Northwest corner of the SE ¼ of SE ¼ and run thence East for a distance of 65 yards; thence run South to the centerline of the Jackson Road; thence run Westerly along the centerline of said road to the quarter section line; thence run North along the said quarter section line to the point of beginning, containing three (3) acres, more or less.

LESS AND EXCEPT:

Commencing at an existing metal "T" post at the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 20, Township 18 North, Range 2 West, Lincoln Parish, Louisiana, Louisiana as per survey by Virgil T. Collins, P.L.S., dated June 28, 1982 for Wallace Michael; thence run N89°33'12"W along the South line of the Northeast Quarter of the Southeast Quarter for a distance of 210.00 to a 1/2 inch re-bar with a metal "T" post guard at the Southwest corner of the Wayne B. Slaton, et ux, tract as per Conveyance Book 1153, page 54, records of Lincoln Parish, Louisiana, and surveyed by Virgil T. Collins, P.L.S. dated June 28, 1982 for the STARTING POINT: from said starting point, thence run N89°33'12"W along the South line of the Northeast Quarter of the Southeast Quarter for a distance of 472.53 feet to a 1/2 inch re-bar with a metal "T" post guard; thence, leaving the South line of the Northeast Quarter of the Southeast Quarter run N00°26'32"W parallel to the East line of the Northeast Quarter of the Southeast Quarter for a distance of 630.00 feet to a 1/2 inch re-bar with a metal "T" post guard; thence run S89°33'12"E parallel to the South line of the Northeast Quarter of the Southeast Quarter for a distance of 472.53 fee to a 1/2 inch re-bar with a metal "T" post guard at the Northwest corner of the Wayne B. Slaton, et ux, tract; thence run S00°26'32"E along the West line of the Wayne B. Slayton, et ux, tract for a distance of 630.00 feet back to the point-of-beginning; containing 6.833 acres and being subject to all easements and rights-of-way of record or use.

> CONVEYANCE BOOK PAGE 1392 813

The Property is also described as follows:

That certain 36.484 acre parcel of land situated in the SE 1/4 of Section 20, Township 18 North-Range 2 West, Land District North of Red River, Lincoln Parish, Louisiana, being more particularly described as follows:

Commencing at that 2" Iron Pipe found and accepted as representing the SE corner of Section 20, T18N-R2W and run along the South line of said Section 20 for a bearing of N89° 25' 42"W and distance of 1342.40 feet and to the SW corner of the SE 1/4 of the SE 1/4 of Section 20, T18N-R2W;

thence, leaving said South line, run along the West line of the SE 1/4 of the SE 1/4 for a bearing of N00° 28' 27"W and distance of 485.51 feet and to that Mag Nail set in the centerline of Beacon Light Road representing the **POINT-OF-BEGINNING** of herein described 36.484 acre parcel of land (hereinafter referred to as Subject) and the SW corner of Subject;

thence, continue along said West line for a bearing of N00° 28' 27"W and distance of 843.29 feet and to that 5/8" Rebar set representing the SE corner of the NW 1/4 of the SE 1/4 of Section 20, T18N-R2W;

thence, run along the South line of the NW 1/4 of the SE 1/4 for a bearing of N89° 24' 39"W and distance of 49.50 feet and to that 5/8" Rebar set;

thence, run for a bearing of N00° 28' 27"W and distance of 1328.82 feet and to that 5/8" Rebar set on the North line of the SE 1/4 of Section 20, T18N-R2W representing the NW corner of Subject;

thence, run along said North line for a bearing of S89° 23' 36"E and distance of 49.50 feet and to the NW corner of the NE 1/4 of the SE 1/4 of Section 20, T18N-R2W;

thence, continue along said North line for a bearing of S89° 23' 36"E and distance of 1347.10 feet and to that 5/8" Rebar set representing the NE corner of the NE 1/4 of the SE 1/4 of Section 20, T18N-R2W and the NE corner of Subject;

thence, run along the East line of the NE 1/4 of the SE 1/4 for a bearing of S00° 22' 23"E and distance of 698.50 feet and to a point and corner (whence found: T-Post, S89° 24' 54"E, 0.94')

thence, leaving said East line, run for a bearing of N89° 24' 54"W and distance of 209.09 feet and to that 1/2" Rebar found;

thence, run for a bearing of N89° 25' 39"W and distance of 472.38 feet and to that 1/2" rebar found;

thence, run for a bearing of S00° 19' 52"E and distance of 629.71 feet and to a point on the South line of the NE 1/4 of the SE 1/4 (whence found: 1/2" Rebar, S00° 19' 52"E, 0.27');

thence, run along said South line for a bearing of N89° 24' 34"W and distance of 467.81 feet and to that 5/8" Rebar set;

CONVEYANCE BOOK PAGE	
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thence, leaving said South line, run for a bearing of S00° 28' 27"E and distance of 848.04 feet and to that Mag Nail set in the centerline of Beacon Light Road;

thence, run along said centerline for a bearing of N88° 00' 56"W and distance of 195.15 feet and back to the **POINT-OF-BEGINNING** of herein described parcel of land, containing 36.484 acres, more or less, being subject to any and all encumbrances thereon and or of record; the above described dimensions notwithstanding the final intent to describe a 36.484 acre parcel of land bounded on the North by the North line of the SE 1/4 of Section 20, T18N-R2W, on the East and South by the East and South line of said NE 1/4 of the SE 1/4 and those parcels as described in C.B. 1158, Pg. 54; C.B. 1367, Pg. 922; C.B. 444, PG. 145; C.B. 860, PG. 3; and the centerline of Beacon Light Road and on the West by a line 16.5 yards West of, and parallel to the West line of the NE 1/4 of the SE 1/4 of Section 20 T18N-R2W and the West line of the SE 1/4 of the SE 1/4 of Section 20 T18N-R2W.

§1.1 <u>ACKNOWLEDGMENT OF VENDOR AS LICENSED REAL</u> <u>ESTATE BROKER</u>. All parties are aware and acknowledge that one of the Vendors, James Lemoin Whitman, Jr., is a Licensed Real Estate Broker in the State of Louisiana.

§2. <u>HABENDUM CLAUSE</u>. TO HAVE AND TO HOLD the Property unto Purchaser, Purchaser's heirs, successors and assigns forever.

§3. <u>PURCHASE PRICE</u>. The price for which this sale is made is the sum of One Hundred Eighty Seven Thousand Two Hundred and 00/100 (\$187,200.00) Dollars cash, the receipt and sufficiency of which is hereby acknowledged by Vendor. Of said purchase price, Vendors James Lemoin Whitman, Jr., and Carolyn Richardson Whitman, Laura Jayne Whitman Hare, and Jerry Thomas Whitman, authorize and direct Purchaser to pay the amount of \$57,200.00 of the purchase price to James Lemoin Whitman, Jr., and Carolyn Richardson Whitman, Jr., and Carolyn Richardson Whitman, \$57,200.00 to Laura Jayne Whitman Hare, and \$72,800.00 to Jerry Thomas Whitman.

§4. <u>WAIVER OF RIGHTS PER R.S. 41:1338</u>. Vendor waives all rights pursuant to LSA-R.S. 41:1338 relating to the offer of City to sell whatever rights City acquired in the Property at the fair market value back to Vendor or Vendor's successors in title should City desire to transfer the Property to a third person.

§5. <u>WARRANTY</u>. This sale is made with full warranty of title, and with complete transfer and subrogation of all rights and actions of warranty against all former owners of the Property, together with all rights of prescription, whether acquisitive, liberative or nonuse, to which Vendor may be entitled, and free and clear of all judgments, mortgages, liens and encumbrances of a similar nature. Except for the limited warranties set forth herein, the Property is being sold to Purchaser in its "As-Is" condition without any representations or warranties, express or implied, and Purchaser is relying solely on its own investigation of the Property in making its decision of whether or not to purchase the Property.

§6. <u>LUMP SUM</u>. The sale of the Property is made for a lump sum for the entire tract without reference to acreage or any other condition and is without regard to the actual acreage conveyed, with no increase or reduction of purchase price for survey revealed overage or shortage of acreage by description, accretion or otherwise.

CONVEYANCE

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§7. <u>FURTHER DOCUMENTS</u>. At any time, the parties hereto shall execute and deliver to each other and/or to third parties such other documents and take such other action as each may require to more effectively implement the intention of this instrument.

§8. <u>SUCCESSION</u>. This instrument shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective heirs, successors and assigns.

§9. <u>WAIVER OF CERTIFICATES</u>. All conveyance, mortgage, tax and other certificates are waived by the parties, and the parties hereto exonerate me, Notary, from all liability in the premises.

§10. <u>SIGNATURES.</u> This document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signatures of all persons required appear on each counterpart to bind any party. All counterparts shall collectively constitute a single instrument. Additionally, a signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and thereafter attached to another identical counterpart. It shall not be necessary in making proof of this instrument or for purposes of recordation to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto.

(SIGNATURE PAGES FOLLOW)

CONVEYANCE BOOK PAGE

This signature page is attached to and is a part of a Purchase and Sale Agreement (the "Agreement") by and between James Whitman, et al and City of Ruston, Louisiana, being executed in multiple counterparts. This page may be combined with all other signature pages attached to one counterpart and recorded as a whole all pursuant to said Agreement.

IN WITNESS WHEREOF, this instrument is executed by JAMES LEMOIN WHITMAN, JR., and CAROLYN RICHARDSON WHITMAN in the presence of the undersigned competent witnesses, and me, Notary, in the City of Rayville, Parish of Richland, State of Louisiana, on this the day of February, 2016.

WITNESSES: Johnston Print Name: Taula Hoces

James Lemoin Whitman, Jr.

ichardon Carolyn Richardson Whitman

Notary Public Thomas Print Name: K born 802 Notary/Bar Roll No. 75

My Commission Expires: ____;-fe_____



CONVEYANCE

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OFFICIAL SEAL THOMAS K. RABORN NOTARY PUBLIC NO, 80275 STATE OF LOUISIANA PARISH OF RICHLAND My Commission is for Life

This signature page is attached to and is a part of a Purchase and Sale Agreement (the "Agreement") by and between James Whitman, et al and City of Ruston, Louisiana, being executed in multiple counterparts. This page may be combined with all other signature pages attached to one counterpart and recorded as a whole all pursuant to said Agreement.

IN WITNESS WHEREOF, this instrument is executed by LAURA JAYNE WHITMAN HARE in the presence of the undersigned competent witnesses, and me, Notary, in the City of Starkville, County of Oktibbeha, State of Mississippi, on this the $17\frac{44}{5}$ day of February, 2016.

WITNESSES:
Tayla Haty
Print Name: Taylor Hatz
Squah Heldhead
Print Name: Sarah Alldread

Laura Jayn Mhitman Ware

Notary Public

BURTON

Print Name: Amy Notary/Bar Roll No. My Commission Expires:

CONVEYANCE BOOK PAGE

This signature page is attached to and is a part of a Purchase and Sale Agreement (the "Agreement") by and between James Whitman, et al and City of Ruston, Louisiana, being executed in multiple counterparts. This page may be combined with all other signature pages attached to one counterpart and recorded as a whole all pursuant to said Agreement.

IN WITNESS WHEREOF, this instrument is executed by JERRY THOMAS WHITMAN in the presence of the undersigned competent witnesses, and me, Notary, in the City of Ruston, Parish of Lincoln, State of Louisiana, on this the $12^{\frac{11}{2}}$ day of February, 2016.

WITNESSES:

Jessica R. Ford Print Name: Jessica L. Ford	Jerry Thomas Whitman
Miastre	
Print Name: Maptive	
	Note
Print Name:	Notery Rublis. CARTER, JR.

Print Name: NOTARY PUBLIC, ID # 3937 Notary/Bar Roll No. LINCOLN PARISH LA My Commission Expires: MY COMM IS FOR LIFE

> CONVEYANCE BOOK PAGE 1392 819



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This signature page is attached to and is a part of a Purchase and Sale Agreement (the "Agreement") by and between James Whitman, et al and City of Ruston, Louisiana, being executed in multiple counterparts. This page may be combined with all other signature pages attached to one counterpart and recorded as a whole all pursuant to said Agreement.

IN WITNESS WHEREOF, this instrument is executed by CITY OF RUSTON, LOUISIANA, by and through Ronny Walker, its duly authorized Mayor, in the presence of the undersigned competent witnesses, and me, Notary, in the City of Ruston, Parish of Lincoln, State of Louisiana, on this ZZ+4 day of February, 2016.

By:

WITNESSES:

Charlese S. Willis

Pharlesse

tim Lungh

CITY OF RUSTON, LOUISIANA

Mayor

<u>Ronny Walker</u>

NOTAMELYAN S. CARTER, JR. Print Name: <u>- 3937</u> Notary/Bar Roll No. INCOLS PASISH LA MY COMM IS FOR LIFE

CONVEYANCE BOOK PAGE 1392 820

STATE OF LOUISIANA-PA	ARISH OF LINCOLN
E IT KNOWN, That on this Brd day of J	January, 1939, before me,
. Davis xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	XXXX Notary Public in and for Lincoln Parish, Louisiana,
ally came. J. A. JIMMERSON, husband of Mrs.	Cornelia Russ Jimmerson, and NORMAN
NALD, husband of Mrs. Kenne	edy McDonald,
1, 	1
esidents of Lincoln Parish, La., who declare meritura isolat	that
	, for and in consideration of the sum
WELVE HUNDRED & No/100 (\$1200.00)	DOLLARS, cash in hand paid, the
and sufficiency whereof is hereby acknowledged because	ned and sold, and GDEX by these presents convey and de-
the TOWN OF RUSTON, LOUISIANA,	
tract of land in	incoln Parish, La., together with all the improvements and
enances thereunto belonging, known and described as follows	s, to-wit:
of SE2 Sec. 20 and the NW2 of NE2 Sec. 29,	, Township 18 North, Range 2 West,
vendors hereby reserve and except from thi in, on, under and that might be produced f r mineral rights than those affecting oil	from the land herein "conveyed; but no
50 documentary stamps affixed and canceled	
to accumentary branch arrived and canonica	- /
,	
he parties to this act declare that they dispense with the pro	duction of the certificate of mortgages required by Art.
ivil Code and exonerate me, said officer, from all liability in	the premises.
1935, 1936, 1937 paid.	· · · · · · · · · · · · · · · · · · ·
one and signed by said parties in the presence of the undersign	ned legal and competent witnesss and I said officer
fficially. All done and signed on date above written.	neu segar and competent witheses, and i, said otheer,
	J. A. Jimerson
R. G. Frasier	Norman McDonald
R. C. FIGSIDI	HATTER HODOLATE
0. K. Davis'	Notary Dublic (acc1)
@ 11/02 A.M. Jan. 6,, 193 9	Notary Public (seal)
	,
N_ 34350	
the 6th day of J	anuary A. D.
E RECORD of the original, this	, 193
ST: A. C. Calhour, Dy. Recorder	·
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