

Exhibit G. Bastrop IP Mill Site Partial Title Abstract



Bastrop IP Mill Site Partial Title Abstract



LED Partial Title Abstract

Dates Researched: 1/1/1929 to April 24, 2019

Current Owner	Toda-One, LLC
Parcel Number	200280895
	139.25
Acreage Location	
	NW/4 of 10-8S-14E
Date Acquired	9/9/2017
Instrument Number	256063
Book/Page	689/739
ROW Document 1	Gas Facilities Right of Way
Entity Acquiring ROW	United Gas Pipe Line Company
Owner of Property when Acquired	International Paper Company
Date	1/9/1989
Instrument Number	124077
Book/Page	434/407
ROW Document 2	Pight of Way
	Right of Way
Entity Acquiring ROW	Louisiana Power & Light Company
Owner of Property when Acquired	International Paper Company
Date	2/14/1964
Instrument Number	65532
Book/Page	221/414
ROW Document 3	Right of Way & Easement
Entity Acquiring ROW	Arkansas Louisiana Gas Company
Owner of Property when Acquired	International Paper Company
Date	2/20/1959
Instrument Number	56711
Book/Page	193/492
	133,132
ROW Document 4	Right of Way Easement
Entity Acquiring ROW	United Gas Pipe Line Company
Owner of Property when Acquired	International Paper Company
Date	11/29/1944
Instrument Number	29144
Book/Page	115/18
· · · ·	•
ROW Document 5	Right of Way Grant
Entity Acquiring ROW	L M Railway Company
Owner of Property when Acquired	International Paper Company
Date	12/9/1929
Instrument Number	12209
Book/Page	68/454



ROW Document 6	Roadway Right of Way
Entity Acquiring ROW	City of Bastrop LA
Owner of Property when Acquired	
Date	1/19/1926
Instrument Number	N/A
Book/Page	1/21 & 61/88.5

Sell Offs After Purchase

Sell Off 1	City of Bastrop
Date	10/18/2018
Instrument Number	260550
Book/Page	697/621
Sell Off 2	Simmons Properties, LLC
Date	12/12/2017
Instrument Number	257058
Book/Page	691/661

Ownership Names Researched

Name	Dates Researched
Today-One, LLC	9/19/2017 to Present
International Paper Company	1/1/1929 to 9/19/2017



Tax Information

Parish	Morehouse Parish
Tax Year	2018
Assessed Ownership	Toda-One, LLC
Assessment Number	200280895
Land	\$41,300.00
Improvements	\$100,906.00
Total Value	\$142,206.00
Taxes	\$18,651.78
Zoning	Commercial
Municipal Address	794 Colliers Lane, Bastrop, LA

ACT OF SALE	*	UNITED STATES OF AMERI	CA	
BY	*	STATE OF LOUISIANA		
INTERNATIONAL PAPER COMPANY	* *	PARISH OF MOREHOUSE		
ТО	*	AND		
TODA-ONE, LLC	* *	STATE OF TENNESSEE	256	FI
	*	COUNTY OF SHELBY	606	m T
	*		ŝ	0
	*			
* * * * * * * * * * * * * * * * * * * *	*			

BE IT KNOWN, that on the dates and before the Notaries Public and in the presence of the witnesses set forth below, personally came and appeared:

INTERNATIONAL PAPER COMPANY, a New York corporation (the "Seller"), which is appearing herein through William R. Kidwell, in his car with as Director, Corporate Real Estate Services, who is duly authorized to act herein pursuant to an Incumbency Certificate, a certified copy of which is attached reference and its mailing address and taxpayer identification number are as follows:

Mailing Address: Taxpayer Identification No.: 6400 Poplar Avenue, Memphis, TN 3 13-0872805

who, having been duly sworn, declared that Seller does hereby grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver, with warranty of title with respect to claims by, through or under Seller but not otherwise, unto:

TODA-ONE, LLC, a Louisiana limited liability company ("Purchaser"), represented herein by its duly authorized representative; Kenneth L. Harper

Mailing Address: 809 Julia St

809 Julia Street, Suite A, Rayville, LA 71269

Taxpayer Identification No.: 82-2657810

here present, accepting, and purchasing for itself and its successors and assigns, and acknowledging due delivery and possession thereof, all and singular the immovable properties described on **Exhibit "A"** attached hereto, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining (collectively, the "Property").

CONVE BOOK.	YANCE PAGE	
0689	739	

To have and to hold the Property unto Purchaser and Purchaser's successors and assigns forever.

Purchaser has had ample opportunity to inspect the condition of the Property and has satisfied itself with respect thereto. Seller is selling the Property in "AS IS, WHERE IS" condition. This sale is made and accepted without any express or implied warranty as to the condition of the Property, except as may be expressly set forth in that certain Purchase and Sale Agreement, dated as May 2, 2017, by and between Prairie Road, LLC, a Louisiana limited liability company (assignor of Purchaser), and Seller (as it may have been amended and assigned) (the "Purchase Agreement"). Except as may be expressly set forth in the Purchase Agreement, Purchaser expressly waives any and all rights Purchaser may have now or at any time hereafter because of the condition of the Property or because of one or more vices or defects in the Property, notwithstanding whether the vices or defects may be latent or apparent. This waiver includes a waiver of all rights of redhibition and/or quanti minoris and Purchaser shall not have the right on account of any vice or defect in the Property to rescind the sale, reduce the purchase price, recover any expenses (including attorneys' fees), or recover any damages, except as may be expressly set forth in the Purchase Agreement. Purchaser hereby releases any and all rights it may have now or at any time hereafter against Seller and any of its members, managers, partners, officers, directors, shareholders, employees, successors and assigns from any and all manner of action or actions, causes or causes of action, suits, damages, claims, costs, expenses or any other manner of liability Purchaser has, had, or hereafter may have upon or by reason of or in any manner resulting from Seller's ownership or sale of the Property or improvements and fixtures thereon to Purchaser or any condition or fact or circumstances existing on or about the Property prior to closing. This release includes without limitation a release of any and all rights, claims, obligations, damages, actions and causes of action Purchaser may have now or hereafter against Seller or any of its members, managers, partners, officers, directors, shareholders, employees, successors and assigns under any existing or future federal, state or local environmental laws, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. § 9601 et seq.) and the Louisiana Environmental Quality Act, as amended (La. R.S. 30:2001 et seq.). Seller also makes no express or implied warranty, and Purchaser hereby waives any and all such warranties, that the Property is fit for its intended, ordinary or any particular use, even if the Seller knows the particular use that Purchaser intends for the Property. THESE WAIVERS AND RELEASES HAVE BEEN CALLED TO PURCHASER'S ATTENTION AND ARE GRANTED BY PURCHASER KNOWINGLY AND VOLUNTARILY.

This sale is made and accepted for and in consideration of the price and sum of Ten and 00/100 Dollars (\$10.00) and other valuable consideration, which Purchaser has well and truly paid, in ready and current money, and which Seller hereby acknowledges receipt thereof and grants full acquittance and discharge therefor.

AT THE REQUEST OF PURCHASER, THIS ACT OF SALE WAS PREPARED WITHOUT SELLER CONDUCTING AN INDEPENDENT TITLE EXAMINATION OR HAVING THE BENEFIT OF REVIEWING PURCHASER'S TITLE EXAMINATION. THIS SALE IS MADE WITHOUT ANY WARRANTY OR GUARANTY WHATSOEVER, EVEN FOR THE RESTITUTION OF THE PURCHASE PRICE. PUCHASER DECLARES AND ACKNOWLEDGES BEING AWARE OF THE DANGER OF EVICTION AND THAT THIS PURCHASE IS AT PURCHASR'S SOLE PERIL AND BOOK PAGE

740 0689

SUBROGATE PURCHASER TO ALL RIGHTS AND ACTIONS AGAINST PREVIOUS OWNERS.

This conveyance is made and accepted subject to the following restrictive covenants, servitudes, encumbrances and other matters of public record (the "Permitted Exceptions"):

- 1. Rights, if any, relating to the construction and maintenance, in connection with any public utility, of wires, poles, pipes, conduits and appurtenances thereto, on, under or across the Property;
- 2. The current year's taxes, assessments, water rates and other governmental charges of any kind or nature imposed on or levied against or on account of the Property;
- 3. Restrictions on Purchaser's ability to build upon or use the Property imposed by any current or future building or zoning ordinances or any other law or regulation of any governmental authority;
- 4. Any state of facts which an accurate survey or an inspection of the Property would reveal, including, but not limited to the location of boundary lines, improvements and encroachments, if any;
- 5. All outstanding easements, servitudes, rights-of-way, flowage rights, restrictions, licenses, leases, reservations, covenants and all other rights in third parties of record;
- 6. All claims of governmental authorities in and to any portion of the Property lying in the bed of any streams, creeks or waterways or other submerged lands or land now or formerly subject to the ebb and flow of tidal waters or any claims of riparian rights;
- 7. Any and all restrictions on use of the Property due to environmental protection laws, including, without limitation, wetlands protection laws, rules, regulations and orders;
- 8. All railroad side track agreements;
- 9. All previous reservations, exceptions and conveyances of oil, gas, associated hydrocarbons, minerals and mineral substances and royalty and other mineral rights and interests;
- 10. Mechanics', materialmen's, warehousemen's and similar liens attaching by operation of law, incurred in the ordinary course of business and securing payments not yet delinquent or payments that are being contested in good faith; provided that Seller shall remain responsible for such payments; and
- 11. All other standard title exceptions in the State of Louisiana.

CONVEYANCE BOOK PAGE 0689 .7.41

By acquiring the Property subject to the Permitted Exceptions, Purchaser does not acknowledge the validity or enforceability of those matters for any purpose, including, but not limited to, interruption of prescription.

č

Minerals, oil, gas and associated hydrocarbons, including but not limited to lignite, coal, and coal bed methane (to the extent that they are owned by Seller) are included in this sale and are conveyed to Purchaser without warranty whatsoever.

Seller hereby acknowledges the receipt and adequacy of the sales price and does hereby waive any vendor's lien, resolutory condition and any right to rescind this sale.

The parties declared that all taxes up to and including taxes due and exigible in 2017 are paid in full. Pursuant to La. R.S. § 9:2721(B), the address to which property tax and assessment notices are to be mailed is Purchaser's address as set forth above.

The parties waive the production of mortgage and conveyance certificates and tax researches and relieve and release the undersigned notaries public from any liability in connection therewith. The parties further acknowledge that the undersigned notaries public have not performed an examination of the title to the Property and express no opinion on the title to the Property.

The effective date of this sale is September 18th, 2017.

This sale may be executed in multiple counterparts, which, when taken together, shall constitute one and the same instrument.

Signatures to follow.

CONVEYANCE BOOK PAGE : 0689 742

THUS DONE AND PASSED by appearer in Memphis, Tennessee on the 18th day of September, 2017, in the presence of the undersigned competent witnesses, who sign their names with appearer and me, Notary, after due reading of the whole.

WITNESSES:

INTERNATIONAL PAPER COMPANY

KEVIN J. HAVENS Smith Print

(ella itel By: William R. Kidwell, Director, Corporate

Real Estate Services

<u>Alphance Unonpo</u> Notary Public My Commission Expires: <u>OCTA</u> 018



My Commission Expires Oct. 17, 2018

CONVEYANCE BOOK PAGE .0689 743

1 a

THUS DONE AND PASSED by appearer in fermet Harry, Louisiana on the May of September, 2017, in the presence of the undersigned competent witnesses, who sign their names with appearer and me, Notary, after due reading of the whole.

WITNESSES:

TODA-ONE, LLC

Print Name: na

Print Name: ŹM Stockle

By: 🖌 <u>De</u>

Notary Public My Commission Expires: 1

CONVEYANCE BOOK PAGE 0689 744

EXHIBIT "A"

LEGAL ESCRIPTION OF THE PROPERTY

DESCRIPTION OF 0.25 ACRE TRACT (Tract 1):

Description of a 0.25 acre tract of land situated in the Southwest One Quarter of the Northeast One Quarter of Section 24, T 21 N - R 5 E, Morehouse Parish, Louisiana, further described as follows;

From the South One Quarter Corner of Section 24, T 21 N – R 5 E, Morehouse Parish Louisiana run North $00^{\circ}23'50"$ West along the west line of the Southwest One Quarter of the Southeast One Quarter of said Section 24 for 1187.34 feet to an iron pipe; thence run North $00^{\circ}24'57$ West for 695.80 feet to an iron pipe in the projection of the east right of way line of the Arkansas Louisiana & Missouri Railroad; thence run North $32^{\circ}00'38"$ East along said right of way line and projection thereof for 1203.79 feet to a point and THE POINT OF BEGINNING; thence continue North $32^{\circ}00'38"$ East along said right of way line for 110.56 feet to an iron pipe; thence run South $00^{\circ}40'13"$ East for 208.70 feet to a cap; thence run North $89^{\circ}50'15"$ West for 49.99 feet to a point; thence run South $00^{\circ}40'13"$ East for 150.00 feet to a point in the south line of the Southwest One Quarter of the Northeast One Quarter; thence run North $89^{\circ}50'15"$ West along said south line for 10.55 feet to a point in the east right of way line of East Carter Avenue; thence run North $00^{\circ}09'45"$ East along said right of way for 224.63 feet to the P.C. of a curve to the left; thence run along said right of way and curve having a Radius of 268.73 feet, the Chord being North $04^{\circ}07'45"$ West 40.23 for 40.27 feet to a point and The Point Of Beginning.

The above described tract of land situated in the Southwest One Quarter of the Northeast One Quarter of Section 24, T 21 N - R 5 E, Morehouse Parish, Louisiana containing 0.25 acres and is subject to all existing easements.

DESCRIPTION OF 7.92 ACRE TRACT (Tract 2):

Description of a 7.92 acre tract of land situated in the Southeast One Quarter Section 24, T 21 N - R 5 E, Morehouse Parish, Louisiana, further described as follows;

From the South One Quarter Corner of Section 24, T 21 N – R 5 E, Morehouse Parish Louisiana run North $00^{\circ}23^{\circ}50^{\circ}$ West along the west line of the Southwest One Quarter of the Southeast One Quarter of said Section 24 for 1187.34 feet to an iron pipe; thence run North $00^{\circ}24^{\circ}57$ West for 132.00 feet to a point in the north line of said Southwest One Quarter of the Southeast One Quarter; thence run North $89^{\circ}51^{\circ}33^{\circ}$ East along said north line for 616.78 feet to a point and THE POINT OF BEGINNING; thence run North $00^{\circ}39^{\circ}07^{\circ}$ West for 580.10 feet to a cap; thence run South $89^{\circ}43^{\circ}41^{\circ}$ East for 448.80 feet to an iron pipe in the east line of the Northwest One Quarter of the Southeast One Quarter of the Southeast One Quarter; thence run South $00^{\circ}45^{\circ}06^{\circ}$ East along said east line for 245.90 feet to an iron pipe at the northwest corner of Lot 12 of Summerlin Place as per Official Plat Book 2, Page 21; thence run South $89^{\circ}44^{\circ}52^{\circ}$ East along the north line of said Lot 12 for 118.81 feet to an iron pipe at the northeast corner thereof; thence run South $00^{\circ}48^{\circ}48^{\circ}$ East along the east line of said Lot 12 for 304.03 feet to a rebar at the southeast corner thereof and being in the north right of way line of Summerlin Lane; thence run North $00^{\circ}42^{\circ}44^{\circ}4$

Q689 745

line of said Lot 12 for 118.96 feet to a point at the southwest corner of said Lot 12; thence run North 00°47'03" West along the west line of said Lot 12 for 27.14 feet to a point; thence run South 89°41'28" West for 115.95 feet to a point; thence run South 00°45'52" East for 57.61 feet to a point; thence run South 89°50'25" East for 78.89 feet to a point in the west line of Orval Avenue; thence run South 00°43'41" East along said right of way line for 147.67 feet to a point; thence run South 89°44'16" West for 78.79 feet to a point; thence run South 00°45'52" East for 98.34 feet to an iron pipe; thence run North 89°44'16" East for 78.73 feet to an iron pipe in the west right of way line of said Orval Avenue; thence run South 00°43'41" East along said right of %3'41" East along said right of way line for 49.17 feet to an iron pipe; thence run South 89°44'16" West for 78.79 feet to a point; thence run North 89°53'40" West for 39.07 feet to a point; thence run North 00°35'20" West for 110.21 feet to an iron pipe; thence run North 89°53'37" West for 147.77 feet to a monument; thence run North 00°36'28" West for 188.78 feet to a point in the south line of the Northwest One Quarter of the Southeast One Quarter; thence run South 89°51'33" West along said south line for 148.00 feet to a point and The Point Of Beginning.

The above described tract of land situated in the Southeast One Quarter of Section 24, T 21 N - R 5 E, Morehouse Parish, Louisiana containing 7.92 acres and is subject to all existing easements.

DESCRIPTION OF 14.61 ACRE TRACT (Tract 3):

Description of a 14.61 acre tract of land situated in the Southwest One Quarter of the Northeast One Quarter and the Northwest One Quarter of the Southeast One Quarter of Section 24, T 21 N -R 5 E, Morehouse Parish, Louisiana, further described as follows;

From the South One Quarter Corner of Section 24, T 21 N – R 5 E, Morehouse Parish Louisiana run North $00^{\circ}23^{\circ}50^{\circ}$ West along the west line of the Southwest One Quarter of the Southeast One Quarter of said Section 24 for 1187.34 feet to an iron pipe; thence run North $00^{\circ}24^{\circ}57$ West for 132.00 feet to a point in the north line of said Southwest One Quarter of the Southeast One Quarter and THE POINT OF BEGINNING; thence continue North $00^{\circ}24^{\circ}57^{\circ}$ West for 563.80 feet to an iron pipe the projection of the east right of way line of the Arkansas, Louisiana & Missouri Railroad; thence run North $32^{\circ}00^{\circ}38^{\circ}$ East along said projection and right of way for 1095.72 feet to point in the west right of way line of East Carter Avenue; thence run South $00^{\circ}09^{\circ}45^{\circ}$ West along said right of way line for 172.99 feet to a point in the south line of the Southwest One Quarter of the Northeast One Quarter; thence run North $89^{\circ}50^{\circ}15^{\circ}$ West along said south line for 7.94 feet to a point; thence run South $00^{\circ}09^{\circ}45^{\circ}$ West for 60.02 feet to a point; thence run South $89^{\circ}50^{\circ}15^{\circ}$ East for 1258.38 feet to a point in the south line of the Northwest One Quarter of the Southeast One Quarter of the Southwest One Quarter of the Northwest One Quarter of the South line of the Northwest One Quarter of the South line of the Point Of 89^{\circ}50^{\circ}15^{\circ} East for 34.34 feet to a point; thence run South $00^{\circ}39^{\circ}07^{\circ}$ East for 1258.38 feet to a point in the south line of the Northwest One Quarter of the Southeast One Quarter; thence run South $00^{\circ}39^{\circ}07^{\circ}$ East for 1258.38 feet to a point in the south line of the Northwest One Quarter of the Southeast One Quarter; thence run South $89^{\circ}51^{\circ}33^{\circ}$ West along said south line for 616.78 feet to an iron pipe and The Point Of Beginning.

The above described tract of land situated in the Southwest One Quarter of the Northeast One Quarter and the Northwest One Quarter of the Southeast One Quarter of Section 24, T 21 N - R 5 E, Morehouse Parish, Louisiana containing 14.61 acres and is subject to all existing easements.

CONVEYANCE BOOK PAGE 0689 746

DESCRIPTION OF 61.44 ACRE TRACT (Tract 4)

Description of a 61.44 acre tract of land situated in the Southeast One Quarter of the Southwest One Quarter of Section 24 and the North One Half of Section 25, T 21 N - R 5 E, Morehouse Parish, Louisiana, further described as follows;

BEGINNING at the South One Quarter Corner of Section 24, T 21 N - R 5 E, Morehouse Parish Louisiana run thence run North 89°47'22" East for 826.44 feet to a point; thence run South 00°22'08" East for 1430.62 feet to point in the north right of way line of Colliers Lane; thence run South 64°03'51" West for 398.64 feet to a point; thence run South 89°20'52" West for 889.70 feet to a point in the east right of way line of the Missouri Pacific Railroad; thence run North 00°59'51" West along said right of way line for 574.56 feet to an iron pipe; thence run North 89°00'13" East along said right of way for 25.00 feet to an iron pipe; thence run North 00°59'52" West along said right of way for 164.36 feet to the P.C. of a curve to the left; thence run along said right of way and curve having a Radius of 3066.08 feet, the Chord being North 06°07'05" West 547.18 feet for 547.91 feet to the P.T. of said curve; thence run North 11°14'11" West along said right of way for 636.70 feet to the P.C. of a curve to the right; thence run along said right of way and curve having a radius of 2901.21 feet, the Chord being North 09°46'48" West 147.50 feet for 147.52 feet to a point; thence run North 02°13'41" East along said right of way for 157.20 feet to a point; thence run South 89°48'46" West along said right of way for 24.72 feet to a point being in a curve to the right; thence run along said right of way and curve having a Radius of 2901.21 feet, the Chord being North 03°43'55" West 148.86 feet for 148.88 feet to an iron pipe being in a curve to the right; thence run along said right of way and curve having a Radius of 1851.00 feet, the Chord being North 23°08'32" East 477.53 feet for 478.87 feet to an iron pipe; thence run North 89°48'05" East for 440.19 feet to an iron pipe in the east line of the Southeast One Quarter of the Southwest One Quarter of Section 24; thence run South 00°23'50" East along said east line for 1187.34 feet to a point and The Point Of Beginning.

The above described tract of land situated in the Southeast One Quarter of the Southwest One Quarter of Section 24 and the North One Half of Section 25, T 21 N – R 5 E, Morehouse Parish, Louisiana containing 61.44 acres and is subject to all existing easements.

DESCRIPTION OF 24.06 ACRE TRACT (Tract 5)

Description of a 24.06 acre tract of land situated in the Southwest One Quarter of the Southeast One Quarter of Section 24, T 21 N – R 5 E, Morehouse Parish, Louisiana, further described as follows;

BEGINNING at the South One Quarter Corner of Section 24, T 21 N – R 5 E, Morehouse Parish Louisiana thence run North $00^{\circ}23'50"$ West for 1187.34 feet to an iron pipe; thence run North $00^{\circ}24'57"$ West for 132.00 feet to a point being the northwest corner of the Southwest One Quarter of the Southeast One Quarter; thence run North $89^{\circ}51'33"$ East along the north line of said Southwest One Quarter of the Southeast One Quarter for 764.78 feet to a point; thence run South $00^{\circ}36'28"$ East for 329.82 feet to a point; thence run South $00^{\circ}45'04"$ East for 362.63 feet to a point in the south right of way line of Louisiana Lane; thence run South $85^{\circ}05'51"$ East along said right of way line for 58.81 feet to a point; thence run South $00^{\circ}22'08"$ East for 620.74 feet to a

CONVEYANCE BOOK PAGE	
DUUN	PAGÉ
0689	747

point in the south line of said Southwest One Quarter of the Southeast One Quarter; thence run South 89°47'22" West along said south line for 826.44 feet to a point and The Point Of Beginning.

The above described tract of land situated in the Southwest One Quarter of the Southeast One Quarter of Section 24, T 21 N – R 5 E, Morehouse Parish, Louisiana containing 24.06 acres and is subject to all existing easements.

DESCRIPTION OF 1.71 ACRE TRACT (Tract 6)

Description of a 1.71 acre tract of land situated in the Southwest One Quarter of the Northeast One Quarter of Section 24, T 21 N - R 5 E, Morehouse Parish, Louisiana, further described as follows;

The above described tract of land situated in the Southwest One Quarter of the Northeast One Quarter of Section 24, T 21 N - R 5 E, Morehouse Parish, Louisiana containing 1.71 acres and is subject to all existing easements.

DESCRIPTION OF 2.36 ACRE TRACT (Tract 7)

Description of a 2.36 acre tract of land situated in the Northwest One Quarter of Section 25, T 21 N - R 5 E, Morehouse Parish, Louisiana, further described as follows;

FROM the North One Quarter Corner of Section 25, T 21 N – R 5 E, Morehouse Parish Louisiana run South $00^{\circ}53'47"$ West for 1607.82 feet to a point in the north right of way line of Colliers Lane and THE POINT OF BEGINNING; thence run South $00^{\circ}36'17"$ East along the west right of way line of Center Street and the east line of Lot 8 of Shockney's Addition as per Notarial Book 42, Page 801 of the records of Morehouse Parish, Louisiana for 194.91 feet to a point at the southeast corner of said Lot 8; thence run South $89^{\circ}07'53"$ West along the south line of Lots 8, 9 & 10 of said Shockney's Addition and the projection thereof for 195.00 feet to a point; thence run South $00^{\circ}27'52"$ East for 144.14 feet to an iron pipe in the north right of way line of East Cypress Street; thence run South $89^{\circ}36'55"$ West along said right of way line for 189.68 feet to point in the east right of way line of the Missouri Pacific Railroad; thence run North $00^{\circ}59'51"$ West along

BOOK	PAGE
0689	748
	l.

said right of way for 338.90 feet to a point; thence run North 89°20'52" East for 387.36 feet to a point and The Point Of Beginning.

The above described tract of land situated in the Northwest One Quarter of Section 25, T 21 N-R 5 E, Morehouse Parish, Louisiana containing 2.36 acres and is subject to all existing easements.

DESCRIPTION OF 15.84 ACRE TRACT (Tract 8)

Description of a 15.84 acre tract of land situated in the Southeast One Quarter of Section 24 and the Northeast One Quarter of Section 25, T 21 N - R 5 E, Morehouse Parish, Louisiana, further described as follows;

FROM the South One Quarter Corner of Section 24, T 21 N - R 5 E, Morehouse Parish Louisiana run North 89°47'22" East along the south line of said Section 24 for 826.44 feet to a point and THE POINT OF BEGINNING; thence run North 00°22'08" West for 620.74 feet to a point in the south right of way line of Louisiana Lane; thence run North 85°05'51" West along said right of way for 58.81 feet to a point; thence run North 00°45'04" West for 362.63 feet to point in the projection of the south line of Orval Avenue; thence run South 89°57'07" East along said projection for 30.01 feet to a point; thence run North 89°55'34" East along said projection and the north line of Lot 2 of Block 2 of Fairview Addition to Bastrop as per Official Plat Book 1, Page 21 of the records of Morehouse Parish, Louisiana for 177.08 feet to a monument at the northeast corner of said Lot 2; thence run South 00°42'38" East along the east line of Lots 2, 3 & 6 of Block 2 of said Fairview Addition for 179.77 feet to a point at the southeast corner of said Lot 6; thence run North 89°55'34" East along the north line of Lot 8 of said Block 2 for 177.02 feet to an iron pipe; thence run South 00°41'16" East along the east line of Lots 8 & 9 of said Block 2 for 156.59 feet to an iron pipe; thence run South 00°49'22" East for 59.66 feet to a point at the northeast corner of Block 7 of said Fairview Addition; thence run South 00°49'22" East along the east line of said Block 7 and the projection thereof for 220.42 feet to an iron pipe; thence run South 89°53'29" West for 132.65 feet to an iron pipe in the projection of the east line of Lot 2 of Block 8 of said Fairview Addition; thence run South 00°58'16" East along said east line and the projection thereof for 90.39 feet to an iron pipe at the southeast corner of said Lot 2; thence run North 89°41'43" East along the north line of Lot 4 of said Block 8 for 132.19 feet to a rebar at the northeast corner of said Lot 4 being in the west right of way line of Fox Street; thence run South 00°36'46" East along said west right of way line being the east line of Lots 4, 5, 8 & 9 of said Block 8 and Lots 1, 4 & 5 of Block 15 of said Fairview Addition for 475.25 feet to a point at the southeast corner of said Lot 5; thence run South 45°32'41" West for 79.61 feet to a point at the northeast corner of Block 1 of the Fox Addition as per Official Plat Book 1, Page 14; thence run South 00°07'46" East along the east line of said Block 1 for 400.22 feet to a point in the north right of way line of Charles Avenue; thence run South 89°43'40" West along said right of way line and south line of Lots 15 & 16 of said Block 1 for 211.13 feet to a point at the southwest corner of Lot 15; thence run South 00°08'36" East along the projection of the west line of said Block 1 for 42.31 feet to a point in the south right of way line of Charles Avenue also being north line of Lot 6 of Block 6 of the Spear Property as per Conveyance Book 61, Page 88 1/2; thence run North 89°33'28" East along said right of way line and north line of Lots 6 & 7of said Block 6 of the Spear Property for 123.08 feet to a point; thence run South 00°21'25" East for 149.85 feet to an iron pipe; thence run North 89°34'15" East for 100.09 feet to an iron pipe; thence run South CONVEYANCE BOOK PAGE

PAGE 0689

749

 $00^{\circ}15'47"$ East for 149.82 feet to an iron pipe in the south line of Lot 8 also being the north right of way line of John Avenue; thence run South $89^{\circ}34'17"$ West along said lot line and right of way line for 99.85 feet to a point; thence run South $00^{\circ}21'25"$ East for 50.08 feet to a point in the south right of way line of said John Avenue also being in the north line of Lot 4 of Block 5 of said Spear Property; thence run North $89^{\circ}36'10"$ East along the north line of Lots 4, 3 & 2 of said Block 5 for 199.34 feet to a monument; thence run South $00^{\circ}27'58"$ East for 276.76 feet to an aluminum monument in the north right of way line of Colliers Lane and the south line of Lots 2 d said Block 5; thence run South $89^{\circ}34'35"$ West along said right of way line and south line of Lots 2 & 3 for 150.00 feet to a point at the southwest corner of Lot 3; thence run South $63^{\circ}55'38"$ West along said right of way line and south line of Lots 4 and 1 of said Block 5 and the projection thereof for 213.53 feet to a point; thence run South $64^{\circ}03'51"$ West along said right of way line for 44.41 feet to a point; thence run North $00^{\circ}22'08"$ West for 1430.62 feet to an iron pipe The Point Of Beginning.

The above described tract of land situated in the Southeast One Quarter of Section 24 and the Northeast One Quarter of Section 25, T 21 N - R 5 E, Morehouse Parish, Louisiana containing 15.84 acres and is subject to all existing easements.

DESCRIPTION OF 0.04 ACRE TRACT (Tract 9)

Description of a 0.04 acre tract of land situated in the Southeast One Quarter of the Southwest One Quarter of Section 24, T 21 N - R 5 E, Morehouse Parish, Louisiana, further described as follows;

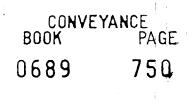
FROM the South One Quarter Corner of Section 24, T 21 N – R 5 E, Morehouse Parish Louisiana run South 89°47'22" West along the south line of said Section 24 for 676.42 feet to a point and THE POINT OF BEGINNING; thence continue South 89°47'22" West along said south line for 25.67 feet to a point; thence run North 00°38'00" West for 136.93 feet to a point; thence run South 11°14'13" East for 139.50 feet to a point and The Point of Beginning.

The above described tract of land situated in the Southeast One Quarter of the Southwest One Quarter of Section 24, T 21 N - R 5 E, Morehouse Parish, Louisiana containing 0.04 acres and is subject to all existing easements.

DESCRIPTION OF 0.08 ACRE TRACT (Tract 10)

Description of a 0.08 acre tract of land situated in the Southeast One Quarter of the Southwest One Quarter of Section 24, T 21 N - R 5 E, Morehouse Parish, Louisiana, further described as follows;

FROM the South One Quarter Corner of Section 24, T 21 N – R 5 E, Morehouse Parish Louisiana run North $00^{\circ}23'50''$ West along the east line of said Southeast One Quarter of the Southwest One Quarter for 1187.34 feet to an iron pipe; thence run South 89°48'05'' West for 555.43 feet to an iron pipe being in a curve to the left and THE POINT OF BEGINNING; thence run in a southwesterly direction along said curve having a Radius of 1951.66 feet the Chord being South 26°34'57'' West 147.91 feet for 147.95 feet to a point on a curve to the right; thence run in a northeasterly direction along said curve having a Radius of 2901.21 feet the Chord being North



05°14'23" East 132.65 feet for 132.66 feet to an iron pipe; thence run North 89°48'05" East for 54.08 feet to an iron pipe and The Point Of Beginning.

The above described tract of land situated in the Southeast One Quarter of the Southwest One Quarter of Section 24, T 21 N - R 5 E, Morehouse Parish, Louisiana containing 0.08 acres and is subject to all existing easements.

DESCRIPTION OF 0.24 ACRE TRACT (Tract 11)

Description of a 0.24 acre tract of land situated in the Southeast One Quarter of the Southeast One Quarter of Section 24, T 21 N - R 5 E, Morehouse Parish, Louisiana, further described as follows;

BEGINNING at a point being the northwest corner of Lot 2 of Block 9 of The Fairview Addition to Bastrop as per Official Plat Book 1, Page 21 of the records of Morehouse Parish, Louisiana and being in the east right of way line of Fox Street run North 01°08'28" West along said right of way line and west line of Lot 2 and the projection thereof for 29.96 feet to an iron pipe; thence run North 89°59'06" East for 132.18 feet to an iron pipe in the projection of the east line of said Lot 2; thence run South 00°51'33" East along said projection and east line of Lot 2 for 79.90 feet to an iron pipe; thence run South 89°57'47" West for 131.79 feet to an iron pipe in the west line of said Lot 2 and east right of way line of Fox Street; thence run North 01°08'28" West along said lot line and right of way line for 50.00 feet to a point and The Point Of Beginning.

The above described tract of land situated in the Southeast One Quarter of the Southeast One Quarter of Section 24, T 21 N – R 5 E, Morehouse Parish, Louisiana 0.24 acres and is subject to all existing easements.

DESCRIPTION OF 0.71 ACRE TRACT (Tract 12)

Description of a 0.71 acre tract of land situated in the Southeast One Quarter of the Southeast One Quarter of Section 24 and the Northeast One Quarter of the Northeast One Quarter of Section 25, T 21 N – R 5 E, Morehouse Parish, Louisiana, further described as follows;

BEGINNING at a rebar at the southeast corner of Lot 10 of Block 9 of The Fairview Addition to Bastrop as per Official Plat Book 1, Page 21 of the records of Morehouse Parish, Louisiana run South 00°51'33" East along the projection of said Lot 10 for 30.02 feet to a point; thence run South 89°50'37 West for 4.53 feet to a point in the projection of the east line of Lot 1 of Block 14 of said Fairview Addition; thence run South 00°32'48" East along said projection and east line of Lots 1 & 2 for 105.11 feet to a point; thence run South 89°50'37" West for 128.61 feet to a point in the east right of way line of Fox Street and west line of said Lot 2; thence run North 00°32'47" West along said right of way line and west line of Lots 2 & 1 and the projection thereof and Lots 10 & 7 of Block 9 for 235.22 feet to an iron pipe; thence run North 89°46'58" East for 132.42 feet to an iron pipe in the east line of said Lot 7; thence run South 00°51'33" East along the east line of Lot 7 & 10 for 100.23 feet to a rebar and The Point Of Beginning.

The above described tract of land situated in the Southeast One Quarter of the Southeast One Quarter of Section 24 and the Northeast One Quarter of the Northeast One Quarter of Section 25,

BOOK	PAGE
0689	_
	751

T 21 N – R 5 E, Morehouse Parish, Louisiana containing 0.71 acres and is subject to all existing easements.

DESCRIPTION OF 0.19 ACRE TRACT (Tract 13)

Description of a 0.19 acre tract of land situated in the Northeast One Quarter of the Northeast One Quarter of Section 25, T 21 N – R 5 E, Morehouse Parish, Louisiana, further described as follows;

FROM the southwest corner of Lot 9 of The Spear Property as per Conveyance Book 61, Page 88 $\frac{1}{2}$ of the records of Morehouse Parish, Louisiana run North 89°34'17" East along the south line of Lot 9 for 49.64 feet to a point and THE POINT OF BEGINNING; thence run North 00°03'18" West for 149.83 feet to a point; thence run North 89°34'15" East for 49.78 feet to a point in the east line of said Lot 9; thence run SOUTH along said east line for 49.95 feet to a point; thence run North 89°34'17" East for 10.00 feet to a point; thence run SOUTH for 99.88 feet to a point in the south line of Lot 10 of said Spear Property; thence run South 89°34'17" West along the south line of Lots 10 & 9 for 59.64 feet to a point and The Point Of Beginning.

The above described tract of land situated in the Northeast One Quarter of the Northeast One Quarter of Section 25, T 21 N - R 5 E, Morehouse Parish, Louisiana containing 0.19 acres and is subject to all existing easements.

Tract 14

Lots 2, 3, 4, 5, 6, 7, 10 & 11 of Block 2 of the Fairview Addition to Bastrop as per Official Plat Book 1, Page 21

Tract 15

South 20 feet of Lot 3 and North 30 feet of Lot 6 of Block 9 of the Fairview Addition to Bastrop as per Official Plat Book 1, Page 21

Tract 16

Lots 1, 2, 3, 5, 6, 7, 8, 9, 10, 11 & 12 of Block 4 of Odom & Freeland Addition as Notarial Book 42, Page 802

Tract 17

Lot 15 of Block 1 and Lots 5, 6 & 9 of Block 3 of Shockney's Addition as per Notarial Book 42, Page 801

Tract 18

Lots 1, 2, 3, 4, 5, 7, 20 & the North 44 feet of Lots 16 & 17 of Block 2 of Shockney's Addition As per Notarial Book 42, Page 801

DESCRIPTION OF 0.27 ACRE TRACT (Tract 19)

Description of a 0.27 acre tract of land situated in the Northeast One Quarter of Section 25, T 21 N - R 5 E, Morehouse Parish, Louisiana, further described as follows;

CONVE	YANCE
BOOK	PAGE
0689	752
	1

BEGINNING at the northwest corner of Lot 4 of Block 3 of the Shockney's Addition as per Notarial Book 42, Page 801 of the records of Morehouse Parish Louisiana being in the south right of way line of Colliers Lane run North 89°16'59" East along said right of way line and the north line of said Lot 4 and 3 for 41.61 feet to an iron pipe; thence run South 23°56'49" East for 69.16 feet to a point; thence run North 66°03'11" East for 16.90 feet to a point in the line common to Lots 3 & 2; thence run South 23°56'49" East along said common line for 74.75 feet to a point being the southeast corner of Lot 3; thence run South 64°45'44" West along the south line of Lot 3 for 48.94 feet to a point; thence run South 89°23'58" West along the south line of Lot 4 for 70.83 feet to the southwest corner of said Lot 4; thence run North 00°08'49" West along the west line of Lot 4 for 145.75 feet to a point and The Point of Beginning.

The above described tract of land situated in the Northeast One Quarter of Section 25, T 21 N – R 5 E, Morehouse Parish, Louisiana containing 0.27 acres and is subject to all existing easements.

DESCRIPTION OF 0.78 ACRE TRACT (Tract 20):

Description of a 0.78 acre tract of land situated in the Northeast One Quarter of the Southwest One Quarter of Section 25, T 21 N - R 5 E, Morehouse Parish, Louisiana, further described as follows;

From the South One Quarter Corner of Section 25, T 21 N – R 5 E, Morehouse Parish Louisiana run North 11°44'51" West for 1339.11 feet to a point at the southwest corner of Lot 172 of Block 46 of the J.T. Casons Addition being in the east right of way line of Sassafras Street; thence run North $00^{\circ}35'00$ " West along said right of way line for 219.16 feet to a point at the southwest corner of Lot 173 of Block 47 of said J.T. Casons Addition and THE POINT OF BEGINNING; thence continue North $00^{\circ}35'00$ " West along said right of way line of the Missouri Pacific Railroad and 174 for 255.15 feet to a point in the south right of way line of the Missouri Pacific Railroad and being the northwest corner of said Lot 174; thence run South $47^{\circ}46'54$ " East along said right of way and the north line of Lots 174 and 225 of said Block 47 for 310.62 feet to a point at the northeast corner of said Lot 225; thence run South $00^{\circ}23'39$ " East along the east line of said Lot 225 for 43.39 feet to a point at the southeast corner thereof being in the north right of way line of Lots 225 & 173 and said north right of way line for 227.76 feet to a point at the Point Of Beginning.

The above described tract of land situated in the Northeast One Quarter of the Southwest One Quarter of Section 25, T 21 N - R 5 E, Morehouse Parish, Louisiana containing 0.78 acres and is subject to all existing easements.

DESCRIPTION OF 1.57 ACRE TRACT (Tract 21):

Description of a 1.57 acre tract of land situated in the Northwest One Quarter of the Southeast One Quarter and the Northeast One Quarter of the Southwest One Quarter of Section 25, T 21 N - R 5 E, Morehouse Parish, Louisiana, further described as follows;

From the South One Quarter Corner of Section 25, T 21 N – R 5 E, Morehouse Parish Louisiana run North 11°44'51" West for 1339.11 feet to a point at the southwest corner of Lot 172 of Block 46 of the J.T. Casons Addition being in the east right of way line of Sassafras Street and THE

CONVE	YANCE
BOOK	PAGE
0689	753

POINT OF BEGINNING; thence run North 00°35'00" West along the west line of Lot 172 and said east right of way line for 159.70 feet to a point at the northwest corner of said Lot 172 and being in the south right of way line of East Pecan Avenue; thence run North 89°14'24" East along said right of way line and the north line of Blocks 46 and 54 of said J.T. Cason Addition for 338.61 feet to a point in the south right of way line of the Missouri Pacific Railroad; thence run South 47°46'54" East along the east line of Block 54 and said right of way line for 239.33 feet to a point in the south line of Block 54 and said right of way line for 239.33 feet to a point in the south line of Said Block 54; thence run South 89°37'33" West along said south line of for 83.17 feet to an iron pipe; thence run North 83°13'37" West for 42.24 feet to a an iron pipe; thence run South 07°00'43" West for 5.30 feet to a an iron pipe in the south line of said Block 54; thence run South 89°37'33" West along the south line of said Block 54 and Block 54 and Block 46 for 388.45 feet to a point and The Point Of Beginning.

The above described tract of land situated in the Northwest One Quarter of the Southeast One Quarter and the Northeast One Quarter of the Southwest One Quarter of Section 25, T 21 N - R 5 E, Morehouse Parish, Louisiana containing 1.57 acres and is subject to all existing easements.

DESCRIPTION OF 6.18 ACRE TRACT (Tract 22):

Description of a 6.18 acre tract of land situated in the Northeast One Quarter of the Southwest One Quarter of Section 25, T 21 N - R 5 E, Morehouse Parish, Louisiana, further described as follows;

From the South One Quarter Corner of Section 25, T 21 N – R 5 E, Morehouse Parish Louisiana run North 11°44'51" West for 1339.11 feet to a point at the southwest corner of Lot 172 of Block 46 of the J.T. Casons Addition being in the east right of way line of Sassafras Street; thence run South 89°29'51" West for 40.07 feet to a point in the west right of way line of Sassafras Street; thence run North 00°35'00" West along said right of way line for 145.88 feet to point and THE POINT OF BEGINNING; thence run WEST for 452.41 feet to a point in the east line of Block 44 of the Original Town of Bastrop as per Notarial Book E, Page 560 of the records of Morehouse Parish, Louisiana; thence run North 00°23'40" West along the east line of said Block 44 and the projection thereof and the east line of Block 22 for 367.17 feet to a point in the south right of way line of Walnut Avenue; thence run North 89°18'28" East along said right of way line for 30.00 feet to a point; thence run North 00°23'41" West for 259.09 feet to a point; thence run North 89°22'06" East for 30.00 feet to a point in the east right of way line of Oak Street and the west line of Lot 94 of Block 24 of said Original Town of Bastrop; thence run North 00°23'41" West along said right of way and lot line for 100.00 feet to a point in the south right of way line of East Jefferson Avenue being the northwest corner of said Lot 94; thence run North 89°22'06" East along said right of way line and north line of Lots 94 and 132 for 218.71 feet to a point; thence run South 06°38'36" East for 37.48 feet to a point; thence run South 02°57'36" East for 37.48 feet to a point; thence run South 01°34'24" West for 37.48 feet to a point; thence run South 05°34'24" West for 37.98 feet to a point in the south right of way line of the Missouri Pacific Railroad being in a curve to the left; thence run along said right of way and curve having a Radius of 856.21 feet, the Chord being South 38°46'53" East 267.89 feet for 269.00 feet to the P.T. of said curve; thence run South 47°46'54" East along said right of way for 7.64 feet to a point in the west right of way line of Sassafras Street; thence run South 00°35'00" East along said right of way for 365.48 feet to a point and The Point Of Beginning.

	BOOK CONVE	E YANCE PAGF
<u>4089</u> 754	Q689	

The above described tract of land situated in the Northeast One Quarter of the Southwest One Quarter of Section 25, T 21 N - R 5 E, Morehouse Parish, Louisiana containing 6.18 acres and is subject to all existing easements.

DESCRIPTION OF 13.03 ACRE TRACT (Tract 23)

Description of a 13.03 acre tract of land situated in the East One Half of the Southwest One Quarter of Section 25, T 21 N - R 5 E, Morehouse Parish, Louisiana, further described as follows;

From the South One Quarter Corner of Section 25, T 21 N – R 5 E, Morehouse Parish Louisiana run North 11°44'51" West for 1339.11 feet to a point at the southwest corner of Lot 172 of Block 46 of the J.T. Casons Addition being in the east right of way line of Sassafras Street; thence run South 89°29'51" West for 40.07 feet to a point in the west right of way line of Sassafras Street and THE POINT OF BEGINNING; thence run South 03°48'42" East along said right of way for 95.48 feet to a point; thence run South 07°53'01" West along said right of way for 634.62 feet to a point; thence run South 03°15'03" West along said right of way for 566.25 feet to a point in the north right of way line of Cahoon Avenue; thence run South 89°51'39" West along said right of way line for 431.96 feet to a point in the east right of way line of a railroad being in a curve to the left, thence run in a northeasterly direction along said right of way and curve having a Radius of 2914.93 feet the Chord being North 14°53'59" East 529.77 feet for 530.50 feet to a point on a curve to the left; thence run along said right of way and curve having a Radius of 1424.10 feet the Chord being North 04°52'27" East 168.40 feet for 168.50 feet to the P.T. of said curve; thence run North 00°33'10" West for 44.61 feet to a point; thence run South 89°15'49" West for 54.33 feet to a point; thence run North 00°23'40" West for 712.51 feet to a point; thence run EAST for 452.41 feet to a point in the west right of way line of Sassafras Street; thence run South 00°35'00" East along said right of way for 145.88 feet to a point and The Point Of Beginning.

The above described tract of land situated in the East One Half of the Southwest One Quarter of Section 25, T 21 N - R 5 E, Morehouse Parish, Louisiana containing 13.03 acres and is subject to all existing easements.

CONVEYANCE BOOK 0689 755

STATE OF TENNESSEE)

COUNTY OF SHELBY

)

OWNER'S AFFIDAVIT

PERSONALLY APPEARED before me, the undersigned attesting officer, William R. Kidwell, who being duly sworn according to law, deposes and says on oath as follows:

- (a) That he is the Director, Corporate Real Estate Services of International Paper Company, a corporation organized and existing under the laws of the State of New York and authorized to conduct business in the State of Louisiana ("Owner"), and that he is authorized and empowered to make and does make this affidavit on behalf of Owner; that the averments herein are likewise made as though, for and by said Owner; that said Owner is the owner of certain real property lying and being in Morehouse Parish, Louisiana, a legal description of which is set forth in Exhibit "A" (the "Property") attached hereto and made a part hereof;
- (b) That to the best of his actual knowledge with no duty of inquiry there are no parties in possession other than: (i) as shown in the public records of Morehouse Parish, Louisiana; (ii) as may relate to an interest in minerals; or (iii) would be revealed by an accurate survey or inspection of said Property;
- (c) That to the best of his actual knowledge with no duty of inquiry there are no disputes concerning the boundaries of said Property;
- (d) That to the best of his actual knowledge with no duty of inquiry there has been no violation of any restriction which may have been imposed upon said Property either by a predecessor in title, governmental authority, or any other person whomsoever;
- (e) That said Owner has made no improvements or repairs to said Property during the ninety (90) days immediately preceding the date of this Owner's Affidavit; and there are no unpaid bills of any nature, including, but not limited to, those that are due for the services of any architects, engineers or surveyors or for labor or materials for any recent work, improvements, or repairs that may have been done to said Property due and owing by said Owner;
- (f) That to the best of his actual knowledge with no duty of inquiry there are no liens against said Property for any past due assessments for paving, sidewalk, curbing, sewer or any other street improvements of any kind; and

CONVEYANCE BOOK PAGE 0689 756,

(g) That to the best of his actual knowledge with no duty of inquiry there are no suits, judgments, bankruptcies, or executions pending in any court that could in any way affect the title to said Property, or constitute a lien thereon, and that said Owner is not a surety on any bond wherein, through a default of the principal thereof, a lien would be created against said Property.

Dated this <u>18</u>TH day of September, 2017.

Riducel

William R. Kidwell

Sworn to and subscribed before me, this <u>16</u> day of September, 2017.

<u>Stephanie Gronpson</u> Notary Public

My commission expires: October 17,2018

(Notarial Seal)



My Commission Expires Oct. 17, 2018

CONVEYANCE BOOK PAGE 0689 757 EXHIBIT "A"

CONVEYANCE BOOK PAGE 0689 758

ENTITY TRANSFEROR NON-FOREIGN CERTIFICATION

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by International Paper Company, a New York corporation ("IPCO"), the undersigned hereby certifies the following on behalf IPCO:

1. IPCO is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulation);

2. IPCO is not a disregarded entity as defined in section 1.1445-2(b)(2)(iii);

3. IPCO U.S. federal tax identification number is 13-0872805; and

4. IPCO's office address is 6400 Poplar Avenue, Memphis, Tennessee 38197. IPCO understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of IPCO

Signed as of this <u>18</u>th day of September, 2017.

International Paper Company

By:

Name: William R. Kidwell

Its: Director, Corporate Real Estate Services

STATE OF TENNESSEE

COUNTY OF SHELBY

Subscribed and sworn to before me this <u>18</u> day of September, 2017.

<u>Sephance</u> Notary Public/Register My Commission Expires: OCTOPA 17, 2018 THC STATE OF CONVEYANCE NESSE BOOK PAGE OTAR **PUBLIC** 0689 759 BY CO My Commission Expires Oct. 17, 2018

International Paper Company 6400 Poplar Avenue Memphis, TN 38197

INCUMBENCY CERTIFICATE

International Paper Company (the "Company") hereby certifies that: (1) William R. Kidwell is authorized to act on its behalf with regard to the sale of certain real property in Morehouse Parish, Louisiana measuring approximately 159 acres; (2) the true signature of William R. Kidwell is set forth above his name; and (3) this certificate may be relied upon until another certificate bearing a later date is issued.

Name

Educel William R. Kidwell

<u>Title</u>

Director, Corporate Real Estate Services

By: Carl Q.

Carter, Assistant Secretary

Signature Date: September 5, 2017 Effective Date: September 18, 2017

> CONVEYANCE BOOK P/ PAGE 0689 760.

124,077

GAS FACILITIES RIGHT OF WAY

FILED & RECORDED CLERK & RECORDED MOREHOUST CAN

STATE OF LOUISIANA PARISH OF MOREHOUSE

JAN 9 4 19 PH '89 BY Elaine T. Bryon

KNOW ALL MEN BY THESE PRESENTS: That the following contract and right of way agreement is entered into as of the lst day of September , 1987, by and between:

INTERNATIONAL PAPER COMPANY, a New York corporation, duly authorized to do business in the State of Louisiana, with a mailing address of P. O. Box 312, Bastrop, Louisiana 71220, represented herein by Arthur Wallace , duly authorized,

hereinafter known as GRANTOR, and

UNITED GAS PIPE LINE COMPANY, a corporation, doing business in Louisiana, whose mailing address is 600 Travis Street, P. O. Box 1478, Houston, Texas 77251-1478, represented herein by A.H. Sinclair, Jr. , duly authorized,

hereinafter known as GRANTEE, viz:

For and in consideration of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid and other good and valuable considerations, receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto Grantee, a right of way and/or permit at its Louisiana Mill premises in Bastrop, Morehouse Parish, Louisiana, situated in Section 25, Township 21 North, Range 5 East, as shown in red on the attached plat of United Gas Pipe Line Company, bearing No. UAG 4699, for the installation and use of "facilities to deliver gas to International Paper Company", together with the right of ingress and egress at all times for the purposes of installation, operation, repair and removal of said facilities, said location described as:

Commencing at Mill coordinates 49+10.36 South and 5+90.52 West, the Point of Beginning, thence run North 00 degrees 7 minutes East 21 feet, thence run South 89 degrees 53 minutes East 69 feet, thence run South 00 degrees 07 minutes West 21 feet, thence run North 89 degrees 53 minutes West 69 feet to the Point of Beginning containing .03 acres, more or less, as shown in red on the attached plat No. UAG 4699, Ref. UF-63.

TO HAVE AND TO HOLD said right of way unto the Grantee, in accordance with the terms and conditions hereinafter set forth and herein contained.

Grantor and Grantee acknowledge that said right of way/permit is given pursuant to the contract of sale and purchase of gas to International Paper Company and that Grantee shall erect its necessary facilities thereon with the right of ingress and egress thereon at all times for the purpose of installation, operation, repair and removal of said facilities.

Grantee shall be wholly and solely responsible for all of its operations on Grantor's lands and/or right of way and for any and all damages done or caused by its operations to persons or property, and shall save, indemnify and hold harmless Grantor for all damages or losses on account thereof.

This right of way/permit shall not be assigned or sublet without the prior written consent of the Grantor.

Grantee agrees that upon termination of all sales and deliveries of gas from Grantee to Grantor, Grantee will, with reasonable dispatch and at its expense, remove from the premises of Grantor all Grantee's facilities installed thereon and used by Grantee, restoring the premises as nearly as practical to substantially their original condition.

This right of way grant and/or permit is made subject to all liens, encumbrances, reservations, including mineral reservations, leases including mineral leases, exceptions, easements, servitudes, and public ways and rights of way in use or of record affecting the subject property.

The terms, conditions and obligations herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Grantee shall comply with all laws and regulations, local, state and federal, applicable to pipelines.

IN TESTIMONY WHEREOF, International Paper Company, Grantor, has executed this instrument in multiple originals at <u>Purchase NY</u>, on this <u>16</u> day of December, 1988.

WIDNESSES

INTERNATIONAL PAPER COMPANY By: Cutter Wall

IN TESTIMONY WHEREOF, United Gas Pipe Line Company, Grantee, has executed this instrument in multiple originals at <u>Houston</u>, on this <u>7</u> day of <u>Seatember</u>, 1988.

WITNESSES:

UNITED GAS PIPE LINE COMPANY By: Milla g A. H. Sinclair, Jr. Assistant Vice President Assistant Assistant Vice President Assistant Vice President

STATE OF NEW YORK COUNTY OF Westchester

•

BEFORE ME, the undersigned Notary Public, duly commissioned, qualified and holding office in and for said County and State, came and appeared arthor wallace, to me well known, who, being duly sworn, deposed and said on oath:

That he is the <u>Corporate Secretary</u> of **INTERNATIONAL PAPER COMPANY** who executed the above and foregoing instrument for and on behalf of said Company as his own free act and deed.

Witness my hand and seal of office at <u>Purchase</u>, NY, on the <u>16</u>th day of <u>December</u>, 1988.

Carol Buarde Notary Public

STATE OF Letas COUNTY OF Harris

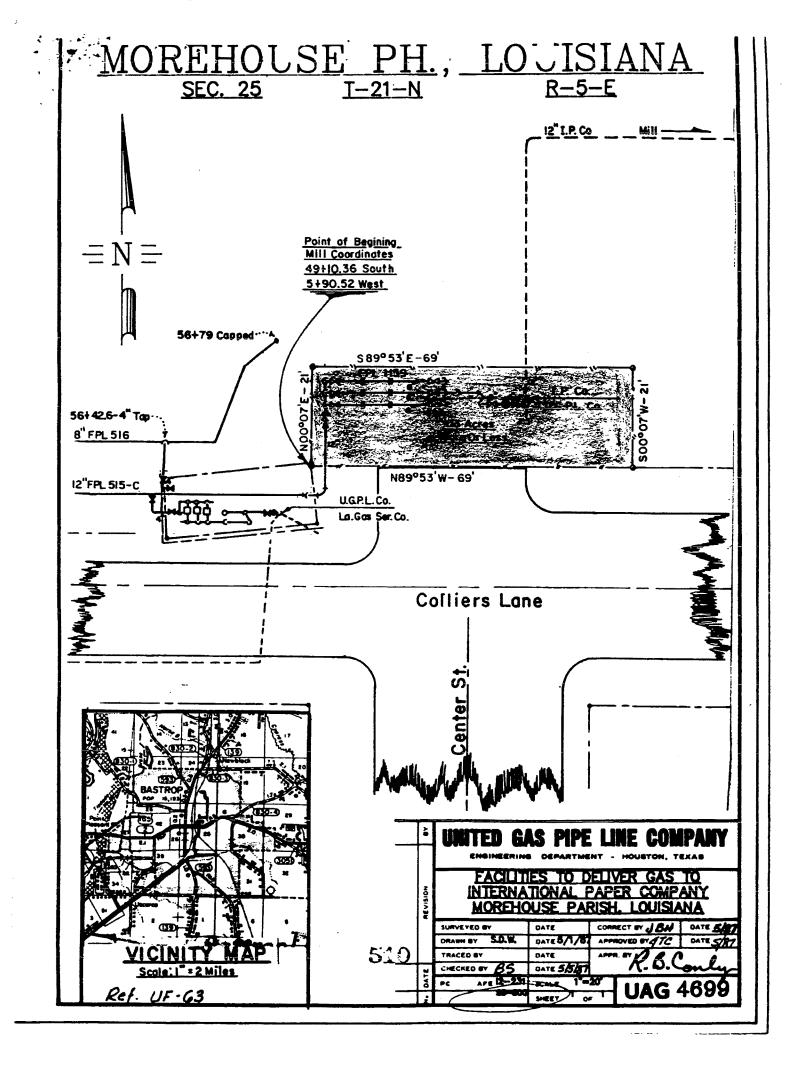
CAROL BERARDI Notary Public, State of New York No. 4663450 Certified in Putnam County Commission Expires March 30 1

BEFORE ME, the undersigned Notary Public, duly commissioned, qualified and holding office in and for said County and State, came and appeared \underline{A} . \underline{F} . $\underline{Sinc/air}$, to me well known, who, being duly sworn, deposed and said on oath:

That he is the <u>Assistant VicePresident</u> of UNITED GAS PIPE LINE COMPANY who executed the above and foregoing instrument for and on behalf of said Company as his own free act and deed.

Josemary 7 Hende Notary Public

ROSEMARY F. DENDY Notary Public for the State of Texas My Commission Expires 9/19/89



NO: 65532 INTERNATIONAL PAPER CO. TO: LOUISIANA POWER & LIGHT CO.

RIGHT OF WAY FILED: February 14, 1964 AT: 2:30 P.M. BY: Dorothy C. Florence, Dy. Clerk

STATE OF ALABAMA County of mobile

KNOW ALL MEN BY THESE PRESENTS: That this contract and agreement made and entered into as of the <u>13th</u> day of <u>January</u> A.D., <u>19 64</u>, by and between:

> INTERNATIONAL PAPER COMPANY, a New York corporation duly authorized to do and doing business in the State of Louisiana, with its principal Louisiana domicile in the City of Bastrop, Morehouse Parish, Louisiana, represented herein by <u>George T. Ward</u> its Exec. Vice President, hereunto duly authorized,

said INTERNATIONAL PAPER COMPANY being sometimes hereinafter referred to as "GRANTOR"; and

LOUISIANA POWER & LIGHT COMPANY, a Florida corporation duly authorized to do and doing business in the State of Louisiana, with its principal Louisiana domicile in the City of New Orleans, Orleans Parish, Louisiana, represented herein by <u>E.A. Rodricut</u>, its <u>Vice - Cresident</u>, hereunto duly authorized,

said LOUISIANA POWER & LIGHT COMPANY being sometimes hereinafter referred to as "GRANTEE".

WITNESSETH THAT:

GRANTOR, for and in consideration of the sum of ONE AND NO/100 (\$1.00) DOLLARS cash in hand paid by GRANTEE and other good and valuable considerations, the receipt and sufficiency of which are hereby specially acknowledged, and of the performance of the obligations, stipulations and agreements hereinafter set out, to be done and performed by GRANTEE, and subject to the terms and conditions hereinafter set forth, does hereby grant, convey and deliver unto GRANTEE, its successors and assigns, a right of way and easement to construct, maintain and operate a line of poles or towers on which may be strung wires for the transmission of electric energy and/or for the transmission of telegraph or telephone messages, or both, and for such other uses as may be necessary in the construction, maintenance, operation, repair, replacement and/or removal at will, of an electric power line over and across the following described land of GRANTOR, situated in the Parish of Morehouse, State of Louisiana, to wit:

TOWNSHIP 21 NORTH, RANGE 5 EAST

Section 24: SE 1/4 of SW 1/4 Section 25: E 1/2 of NW 1/4

It is understood and agreed that right of way herein granted is 30 feet in width with the center line of the right of way being the center line of the electric line as constructed, said line to be located on the above described property approximately as shown in RED on Grantee's Drawing

414

and made a part hereof.

-2-

TO HAVE AND TO HOLD said right of way unto GRANTEE, its successors and assigns, so long as the rights and easements as herein granted, or any of them, shall be used by or be useful to GRANTEE for the purposes herein granted, and with full rights of ingress and egress to and from the premises for the purpose of constructing, maintaining, operating, inspecting, repairing and replacing the property of GRANTEE and the removal of same at will in whole or in part.

GRANTOR reserves the right fully to use and enjoy the said premises except for the purposes herein granted to said GRANTEE.

GRANTEE, in addition to other obligations assumed by it herein, agrees to repair or to reimburse GRANTOR for such damages as may be occasioned to buildings, fences, machinery, timber, wood, forest products, bridges, roads or other property of GRANTOR caused by or arising from the construction, maintenance and operation of said electric line or the removal thereof, whether on said right of way or on other property of Grantor. Said damages, if not mutually agreed upon within thirty (30) days, shall be ascertained and determined by three (3) disinterested persons, one thereof to be appointed by GRANTOR, one by GRANTEE, and the third by the two so appointed, and in the event the two so appointed cannot agree upon the third, such third person may be appointed by the Judge of the District Court for the Parish in which the damage was sustained, and the written award of such three persons or any two of them shall be final and conclusive.

It is specially understood and agreed that this grant is made and accepted subject to the following conditions and limitations and to the prompt performance by GRANTEE of the additional agreements herein contained, to wit:

(1) GRANTEE recognized that GRANTOR has acquired and owns all the lands across which this right of way and easement is granted for use in connection with its pulp and paper mill operations including, without limitation, planting, growing, harvesting and removing timber, wood and forest products. It is agreed that GRANTOR, and its agents, employees and contractors, and those parties from whom GRANTOR buys timber, wood or forest products and those to whom it sells such products whether located on the above described land or other lands in the area, shall have the right at all times, without notice to GRANTEE and without the necessity of obtaining its consent to cross the right of way herein granted with railroads, tram roads, teams, trucks or other means of transportation. It is the intent hereof that GRANTOR and such other parties shall have at all times the unrestricted right to enter upon and across and use the lands embraced within the limits of the right of way herein granted in such ways as may be necessary or convenient in conducting and carrying on the business in which the GRANTOR is engaged, provided unreasonably interfere with the exercise by the GRANTEE of the rights herein granted to it.

(2) The minimum vertical clearance from the surface of the ground or road to the lowest bottom point of the line or wire of the power line constructed hereunder shall be the same on present roads and permanent roads hereinafter constructed in the future as is required and constructed by the Grantee on and across Parish roads in Louisiana.

(3) GRANTOR shall notify GRANTEE of the contemplated construction of any permanent roads, railroads or tram roads hereafter constructed across or on any portion of the right of way, and of any contemplated changes in the elevation or grade of any portion of the right of way sufficient to create a clearance problem, enough in advance of the actual construction to give GRANTEE reasonable time to make any adjustments in its facilities which it deems necessary or desirable.

(4) GRANTOR reserves the full use of the premises covered by the right of way for its operations but shall not erect any buildings within the limits of the right of way. Provided, if GRANTOR needs or desires the property covered by the right of way for use inconsistent with this provision, on demand by the GRANTOR, GRANTEE will at the expense of the GRANTOR move the power lines to another location to be furnished by the GRANTOR.

(5) Subject to GRANTOR'S right to the salvage as herein set out, GRANTEE shall have the right to clear said right of way and keep the same clear of trees and brush for the construction, maintenance, operation, repair, replacement and removal of said power line. GRANTOR shall have the option within <u>30</u> days from the date of execution hereof by the GRANTOR to cut, salvage, take and use any timber or other forest products from said right of way as it may desire. At GRANTOR'S option and on notice to GRANTEE, GRANTEE will cut timber, wood and forest products on the right of way desired by GRANTOR to GRANTOR'S specifications and stack the same along or adjacent to the right of way so that they may be removed and salvaged by GRANTOR. GRANTEE shall pay GRANTOR at the prevailing market price for all timber, wood and forest products not cut and removed or salvaged by GRANTOR.

(6) GRANTEE shall exercise its rights of ingress and egress in such a way as to interfere as little as is reasonably possible with the operations of GRANTOR and insofar as practical shall exercise its right of ingress to and from the right of way along and over existing roads.

(7) It is understood and agreed that in the event GRANTEE abandons the use of said property for the purposes herein granted, its rights shall ipso facto terminate and the property shall revert to the GRANTOR free of any claim on the part of the GRANTEE, reserving to the GRANTEE the right to remove its property within a reasonable period of time. After initial construction, the removal of the line constructed hereunder and failure to use the rights herein granted for a continuous period of one year shall be deemed to be an abandonment hereunder.

(8) GRANTEE agrees to save and hold harmless GRANTOR from any and all loss or damage to persons or property caused by or arising out of the construction, maintenance, repair, replacement or removal of said power line.

(9) Each of the parties hereto shall be wholly and solely responsible for its operation on said lands and shall save and hold harmless the other party from any and all loss or damages caused on account thereof.

-3-

(10) Each of the parties hereto shall conduct its operations with due regard for the rights of the other and so as to interfere as little as is reasonably possible therewith. (11) The warranty of the GRANTOR is limited to the return of the purchase price. (12) This grant and all rights hereunder are subject to all liens, encumbrances, easements, servitudes, rights of way, oil, gas and mineral leases and other grants of record in the aforesaid parishes affecting the above described property. All the terms and conditions and obligations hereof shall extend to the successors and assigns of the parties hereto. IN TESTIMONY WHEREOF, GRANTOR has executed this instrument in six original counterparts at MONXIEXAMANANA, in the presence of Charles Myneder and John J. Dillon legal and competent witnesses, on the 13th day of January, 19 64 WITNESSES: INTERNATIONAL PAPER COMPANY 125 19 IN TESTIMONY WHEREOF, GRANTEE has executed this instrument in six original counterparts at New Only , Louisiana, in the dalo presence of (7EOR9E ARSE and - 10 legal and competent witnesses, on the \checkmark day of 1964. WITNESSES: LOUISIANA POWER & LIGHT COMPANY By Vice President STATE OF AMARAMA NEW YORK COUNTY OF MORKAR NEW YORK BEFORE ME, the undersigned Notary Public duly commissioned and qualified and holding office in and for said County and State, came and appeared George T. Ward , to me well known, who, being sworn, says

on oath:

That he is the Exec. Vice President of International Paper Company and that he executed the above and foregoing instrument for and on behalf of said Company and as his own free act and deed.

New York, New York WITNESS my hand and seal of office at MOBINER, New York the 13th day of January , 1964

> WILLARD LEININGER NOTARY PUBLIC, State of New York No. 41-7484100

STATE OF LOUISIANA PARISH OF ORLEANS

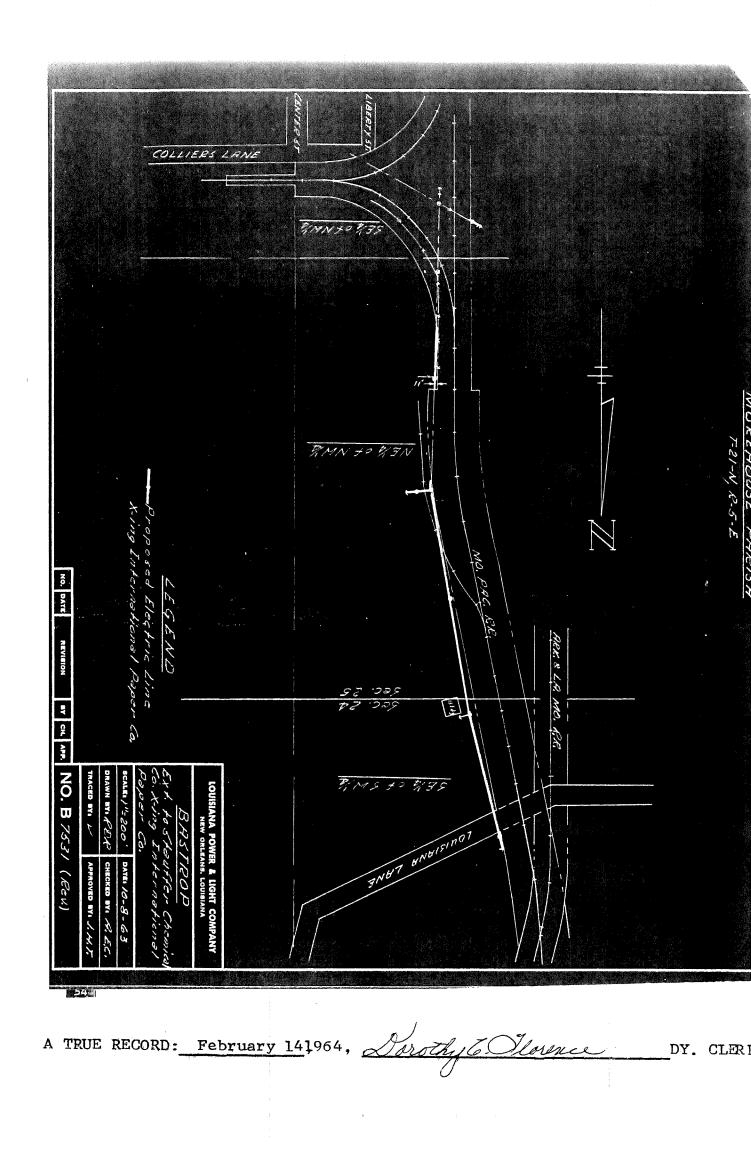
-5-

BEFORE ME, the undersigned Notary Public duly commissioned and qualified and holding office in and for said Parish and State, came and appeared $\underline{F.H. \ Lodkignt}$, to me well known, who, being sworn, says on oath:

That he is the <u>Vice President</u> of Louisiana Power & Light Company and that he executed the above and foregoing instrument for and on behalf of said Company and as his own free act and deed.

WITNESS my hand and seal of office at <u>hus Orecanal</u>, Louisiana, on this the <u>Gray of</u> Robinson, 1964.

Orleans Parish, Louis: Notary Bublic,



NO. 56711 INTERNATIONAL PAPER COMPANY TO ARKANSAS LOUISIANA GAS CO.

RIGHT OF WAY & EASEMENT FILED: Feb. 20, 1959 AT: 9:45 A. M. Mary Montgomery, Dy. Clerk

, 1959,

STATE OF LOUISIANA PARISH OF MOREHOUSE

12

PIPELINE RIGHT OF WAY GRANT KNOW ALL MEN BY THESE PRESENTS:

Heb That on this 6 th day of

INTERNATIONAL PAPER COMPANY, a New York corporation, duly authorized to transact business in the State of Louisiana ("Grantor"), for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars cash in hand paid, and other good and valuable consideration, the receipt of which is acknowledged, and of the performance of the obligations, stipulations, and agreements hereinafter set forth, does hereby grant, convey and deliver unto ARKANSAS LOUISIANA GAS COMPANY, a Delaware corporation, likewise authorized to transact business in the State of Louisiana ("Grantee"), and to its successors and assigns, a right of way and easement to construct, operate, maintain, repair, alter, replace, relocate, and remove a pipeline for the transportation of oil or gas or products thereof, on, over, across, and through the following described lands of Grantor in Morehouse Parish, Louisiana:

> (1) International Paper Company's "Bastrop Plant" property in the Town of Bastrop, Louisiana.

(2) International Paper Company's "Louisiana Plant" property (and Missouri Pacific Railroad property leased by International Paper Company) all in the Town of Bastrop, Louisiana.

The center line of the first right of way herein granted across the lands of Grantor, enumerated under (1) hereinabove, shall be as shown in red on the plat attached hereto and made a part hereof as Exhibit "A", and the center line of the second right of way herein granted across the lands of Grantor, enumerated under (2) hereinabove, shall be as shown in red on the plat attached hereto and made a part hereof as Exhibit "B".

A portion of the right of way above referred to is located on property belonging to Missouri Pacific Railroad Company and Grantee shall secure the necessary permits and consent from Missouri Pacific Railroad Company and hold International harmless on account thereof. Grantee shall have the right of ingress and egress at convenient points which may be designated by Grantor for the exercise of the grant herein made, and shall have all other rights necessary or convenient for the enjoyment of the privileges herein granted, including, but not limited to, the construction of such surface or subsurface appliances and appurtenant facilities as, in Grantee's judgment, may be necessary or convenient for its operations hereunder.

TO HAVE AND TO HOLD such rights unto Grantee, its successors or assigns, subject to the conditions herein stated, so long as the rights and easements herein granted, or any of them, shall be used by or be useful to Grantee for the purposes herein granted, and said Grantor to use and fully enjoy the said premises, except for the purposes herein granted to Grantee.

It is expressly understood and agreed that this grant is subject to the following conditions and limitations and the prompt performance by the Grantee of the agreements herein contained, to wit:

1. Grantee recognizes for itself, its successors and assigns that the Grantor has acquired, owns and uses the land across which this right of way and easement is granted for the purpose and use of its operations in the manufacture of pulp, paper and other products and Grantee assumes the risk of any such use of the property, including the property of Grantor, or other persons thereon, and Grantor shall not be responsible for any expense, damage or inconvenience to the Grantee or its property on account of such use except that Grantor will use due and reasonable care to avoid injury to the property of the Grantee. Grantor shall have the right at all times to enter upon, cross and use the lands embraced in the limits of the right of way herein granted in such ways as may be necessary and convenient in conducting and carrying on the business in which it is engaged. Grantee agrees, on request of the Grantor, to install such reinforcing, bridging and other protective measures as may be necessary to protect the pipe line of the Grantee at points designated by the Grantor where it is desired to maintain roads or to move heavy equipment across the line.

Grantor further reserves the right to erect on said property, including the land embraced within the limits of said right of way, all

buildings, machinery and other structures that it may desire and in the event the location of the pipe line interferes with such use Grantee will re-locate its line as hereinafter provided.

2. This grant, and all rights hereunder, are subject to all liens, easements, servitudes, rights of way, oil, gas and mineral leases and other grants of record, in the aforesaid Parish affecting the above described property.

3. It is understood and agreed that in the event the Grantee abandons the use of said property for the purposes herein granted, that its rights shall ipso facto terminate and the property shall revert to the Grantor free of any claim on the part of the Grantee, reserving to the Grantee the right to remove its property within a reasonable period of time. After construction, the removal of the line constructed and the failure to use the rights herein granted for a continuous period of one (1) year shall be held and deemed to be abandonment hereunder.

4. Grantee shall save and hold harmless the Grantor on account of all damage done to persons or property of the Grantor or others by its operations on the above described property and shall take all reasonable and customary precautions to prevent such loss or damage.

5. The warranty of the Grantor is limited to the return of the price.

6. Grantee agrees to obtain the consent and approval of the Missouri Pacific Railroad and of the A. & L. M. Railway Company to the locations of the railroad crossings necessitated by the construction of its pipe lines and agrees to make such crossings according to the specifications of said railroads. In the event Grantor desires to install a railroad crossing across the pipe line right of way, Grantee agrees to install the crossing under such railroad in accordance with the specifications of the Grantor.

7. In the event Grantor desires a relocation of Grantee's pipe line on account of Grantor's operation, on notice from Grantor, Grantee will relocate said line in accordance with Grantor's direction at the expense of Grantor. If relocation of the line becomes necessary on account of Grantee's operation, action of public authority, or any other cause, Grantee will relocate said line at its expense on a location satisfactory to Grantor.

8. Grantor reserves all other rights to fully use and enjoy said premises except for the purposes herein granted to the Grantee.

-3-

9. Notices required hereunder may be given by letter deposited in the ordinary mail addressed to the Grantor at P. O. Box 1649, Mobile, 9, Alabama, and to the Grantee at P. O. Box 1734, Shreveport, Louisiana.

IN TESTIMONY WHEREOF the parties hereto have executed this

INTERNATIONAL

instrument in quadruplicate originals as of the date first above written.

WITNESSES:

Laverne Meredith James Henry Jones

ARKAN AS LOUISIANA GAS COMPANY By D. W. Weir Expression Vice President

STATE OF ALABAMA COUNTY OF MOBILE

4

On this the 6th day of <u>ichnary</u>, 1959, before me, <u>Bables type</u>, the undersigned officer, personally appeared <u>R. R. Kass</u>, who acknowledged himself to be one of the Vice Presidents of INTERNATIONAL PAPER COMPANY, a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

IN WITMESS WHEREOF I have hereunto set my hand and official seal.

Public, Mobile County,

My Commission Expires Feb. 25, 1962

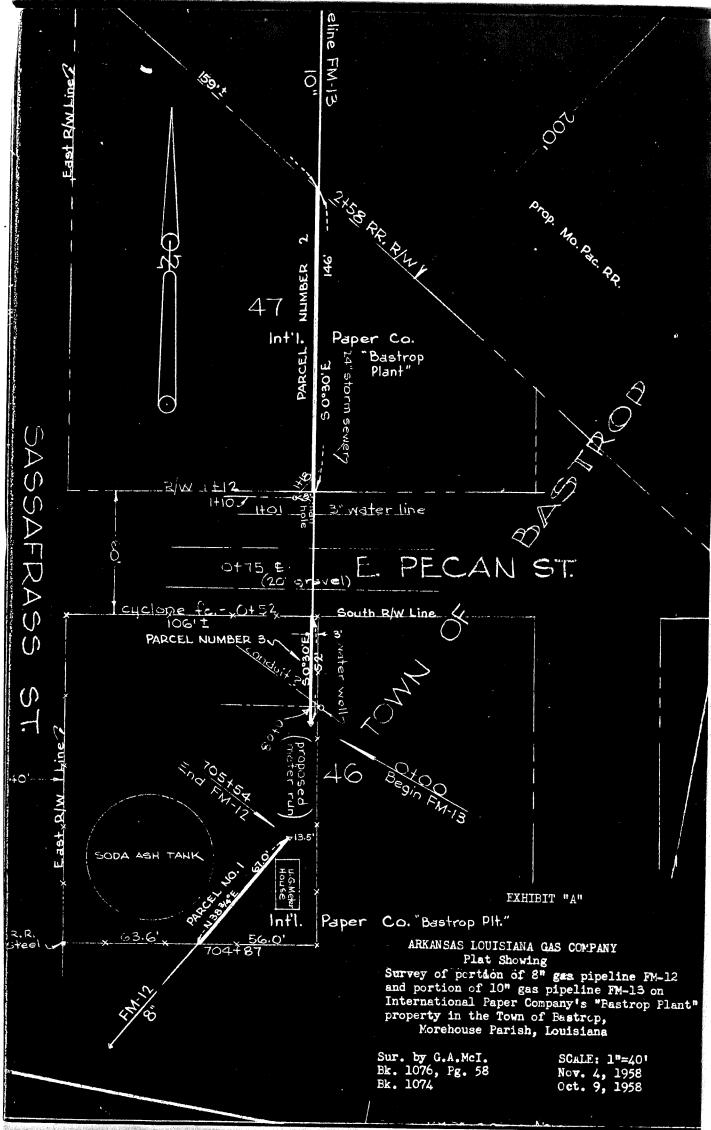
-5-STATE OF OF On this the 13th day of before me, Helen May Weigand the undersigned officer, personally appeared D. W. Weir , who acknowledged himself to be me of the Vice Presidents of ARKANSAS LOUISIANA GAS COMPANY, Executive a corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as $_{\mathcal{A}}$ Vice President.

IN WITNESS WHEREOF I have hereunto set my hand and official

seal.

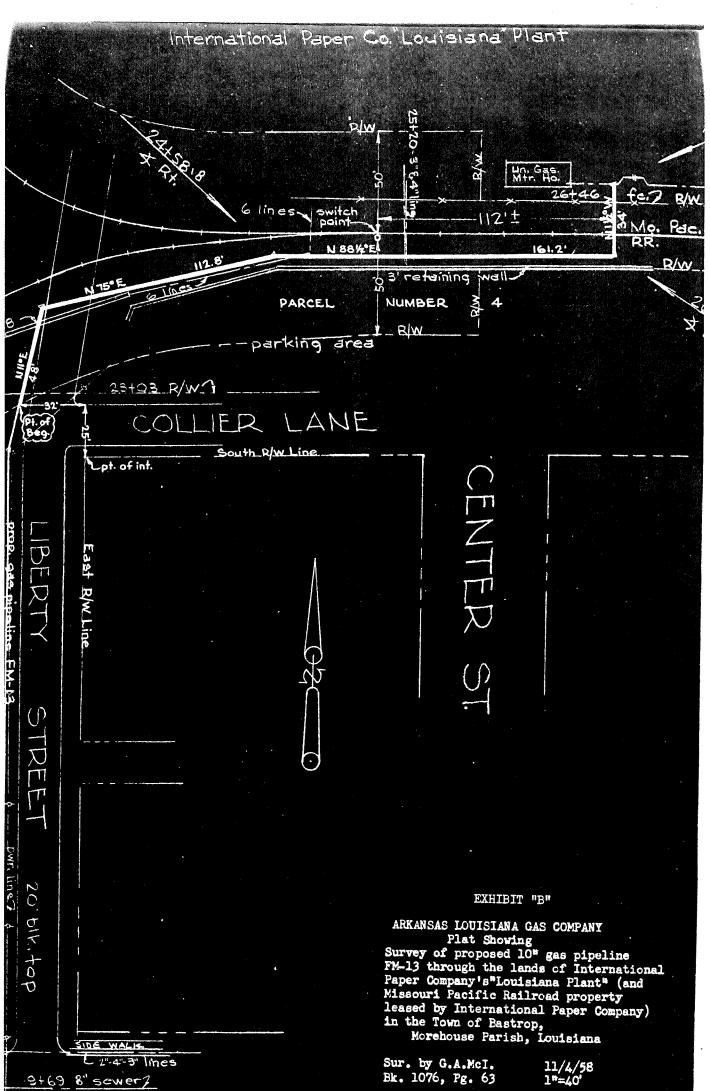
Public Notary

HELEN MAY WEIGAND Notary Public Caddo Parlsh, Louisiana MY COMMISSION IS PERMANENT



÷

49



8

9+69 8" sewerz

WITNESSES:		
Helen Lavis	Walter L. Hood	
T. W, Naff	J. D. Entrican	
		P
STATE OF LOUISIANA		
PARISH OF MOREHOUSE		
BE IT KEMEMBERED: That, on th	is the 29 day of November, 1944, before	
me Martille Robinson, a Notary Public duly c		
law and holding office and acting in and for	the above named Parish and State. per-	-
sonally came and appeared Helen Davis, a res	ident of Morehouse Parish, Louisiana.	
and to me well known, who, being first duly		
	ng witnesses, to the signatures of	I
Walter L. Hood Vendor, and of Joseph Entrica	n Vendee, named in the above and fore-	
going deed; that said parties signed same as	s their own true and voluntary act	
on the day and date therein mentioned, in the	e presence of the witnesses therein	
named and for the purposes and considerations	s therein set forth and expressed: and	
that the signatures of said parties, of herse	elf and of the othe attesting witness are	
true and genuine.		
	Helen Davis	
Sworn to and subscribed before	me on the day and date first above	
written.		
MOREH	Martille Robinson 2DC & EX-OFF. NOTARY PUBLIC, COUSE PARISH, LOUISIANA (SEAL)	
A TRUE RECORD: November 29, 1944.	<u>Levis</u> <u>DEPUTY</u> CLEKK & RE- CORLER.	
, #29144		
INTERNATIONAL PAPER COMPANY V	RIGHT OF WAY EASEMENT	
UNITED GAS PIPE LINE COMPANY	FILED: November 29, 1944	
KNOW ALL MEN BY THESE PRESENTS: T	hat International Paper Company, a New	
York Corporation authorized to do business in	the State of Louisiana and havings its	
principal Louisiana domicile in the town of Ba	astrop, Morehouse Parish, Louisiana,	
represented herein by J. H. Friend, its vice-	president, hereinafter designated as	
the GRANTOR, for and in consideration of the	sum of TWENTY-SEVEN AND 50/100	
($\$27.50$) LOLLARS, cash in hand paid, beceipt (
performance of the obligations, stipulations a		
to be done and performed by the Grantee herein		

to be done and performed by the Grantee herein and subject to the condisitons hereof does hereby grant unto United Gas Pipe Line Company, a Delaware corporation duly authorized to do business in the State of Louisiana, hereinafter known and designated as the GRANTEE, a right-of-way and easement for the purpose of laying, maintaining and operating a pipe line for the transportation of gas on, over and across the Louisiana Mill site of the Grantor in the Town of Bastrop, Louisiana adjacent to the paved street known as Colliers Lane, the said pipe line to extend for a dis-

-Teorig 25-21-3

surveyed and staked as shown on the plat attached hereto and made a part hereof. TO HAVE AND TO HOLD the same unto the "rantee, its successors and assigns, subject to the terms and conditions herein contained.

Subject to the conditions herein contained, the Grantee shall have the right of ingress and egrees to and from said pipe line and may remove same in whole or in part at weill.

Grantor shall fully use and emjoy said premises except for the purpose herein granted to the Grantee.

The Grantee, in addition to other agreements herein, agrees to pay all damages which may be done or arise to buildings, fences, machinery, plants or other property of the Grantor on the above described property from the locating, erecting, maintaining or operating of said pipe line or the removal hereof; said damages if not mutually agreed upon withon ten (10) days to be ascertained and determined by three disinterested persons, one of whom shall be appointed by the Grantor, one by the Grantee and the third by the two so appointed and in the event the two so appointed cannot agree upon the third person as umpire, the third person as umpire may be appointed by one of the judges of the district court for Morehouse Farish and the written award of such three persons or any two of them shall be final, conclusive and binding on both parties.

It is especially understood and agreed that the permission herein granted to the Grantee by the Grantor is subject to the following conditions and limitations and promptly performance by the Grantee of the agreements herein contained, to-wit:

1. The Grantee recognized for itself and its successors and assigns that the Grantor has acquired and owns the property across which this right-of-way and easement is granted for its use in operating its pulp and paper mill and manufacturing plant known as the "Louisiana Mill" and the Grantor fully reserves the use of said property for such purposes including the right to erect on said property all buildings, machinery, pipe lines, power lines, switch tracks, dams, roads, fences, and all other structures which it may desire for the use or convenience of its operations and to flood such properties if it desires and to make any and all other used of the land as may be desired by the Grantor in its operations, and the Grantee assumes the risk of any such usuage of the property by the Grantor, and shall, at its expense take all necessary protective measures to prevent loss or damage to its property or to the property of the Grantor or persons thereon on account of such use, and the Grantor shall not be responsible for any expense, damage or inconveniende caused bo the Grantee or its property on account of any such usage of the lands by the Grantor

2. In laying and operating said pipe line and in exercizing its rights of ingress and egress herein, the Grantee will donduct its operations in such a manner to interfere as littlae as is reasonably possible with the operations of the Grantor and the Grantee will promptly repair all damages caused by it in laying said pipe line in order to leave the property of the Grantor in the same condition in which it now is as quickly as possible, it being understood that in laying said line, the Grantee will of necessity interfere with the use of said property by the Grantor but that the Grantee will limit such interference as much as possible and will do everything reasonably possible in order to restore the use of said property to the Grantor as soon as possible.

3. The Grantee assumes all liability for damages to the property of the Grantor and other persons caused by its

line, and the Grantee binds itself, its successors and assigns to forever hold and save harmless the Grantor from all liability caused by the operations of the Grantee bareweder of the Grantee hereunder. This permit and all rights hereunder are subject 4. to all mortgages, liens, easements, servitudes, rights of way, etc. of record in the Parish of Morehouse, Sta of Louisiana affecting the above described property. State 5. It is understood and agreed that in the event the Grantee agandons the use of said property for the pur-pose herein granted that its rights shall ipso facto terminate and the property shall revert to the Grantor free of any claims on the part of the Grantee. Failure to use said pipe line or appurtenances for a continuous period of twelve (12) months shall be held and deemed to be abandonment hereunder. 6. All the terms, conditions and obligations hereof shall extend to the successors and assigns of the parties hereto. IN TESPIMONY WHEREOF, the Grantor has executed this instrument at Mobile, Alabama, on this 7 day of November, 1944 in the presence of the undersigned witnesses, after due reading of the whole. WITNESSES: M. Allmbach INTERNATIONAL PAPER COMPANY BY: J. H. Friend Vice-President IN TESTIMONY WHEREOF, the Grantee has executed this instrument at Shreveport, Louisiana on this 27th day of November, 1944 after due reading of the whole. WITNESSES: D. E. McCrary UNITED GAS PIPE LINE COMPANY BY: R. H. Hargrove Vice-President W. W. Henry STATE OF ALABAMA COUNTY OF MOBILE. BEFORE ME, the undersigned authority, personally came and appeared M. Allmback, who, being first duly sworn, deposed and said on oath: That he is one of the attesting witnesses to the signature of International Faper Company, represented by J. H. Friend, its Vice-President, Grantor in the foregoing act, and that he hsaw the said J. H. Friend sign same in his said capacity for the purposes and considerarions therein set forth and expressed and that he and the other attesting witness signed at the same time and that the signatures of the Grantor and of himself and of the otner attesting witness are true and genuine. M. Allmbach Sworn to and subscribed before me on this 7 day of Nov., 1944. Myrtle M. Denvon Notary Public, Mobile County, Alabama Notary Public Mobile County Alabama My commission expires Jan. 3, 1948. STATE OF LOUISIANA, PARISH OF CADLO. BEFORE ME, the undersigned authority, personally came and appeared

D. E. McCravy, who, after being duly sworn, deposed and said on oath: That he is one of the attesting witnesses to the signature of United Gas Pipe Line Company, appearing and represented by R. H. Hargrove, its Vice President, Grantee in the foregoing act, and that he haw the said R. H. Hargrove sign the same in his said capacity for the purposes and considerations therein set forth and expressed and that he and the other attesting witness signed at the same time and that the signatures of the Grantee and of himself and of the other attesting witness are true and genuine. D. E. McCravy Sworn to and subscribed before me on this 27th day of November, 1944. Rai S. Melton Notary Public, Cacco Pari Louisiana (Seal) Parish. A TRUE RECORD: November 29 , 1944._ / Aquis / DEPUTY CLEAK & RECORDER Helen #29145 L. W. BOGAN DEED GREAL EDWARD MONTGOMERY FILED: November 30, 1944 STATE OF LOUISIANA, PARISH OF MOREHOUSE. BE IT KNOWN, That this day before me, W. H. TODD, JR., a Notary Public in and for said Parish and State, duly commissioned, qualified and acting therein, came and appeared L. W. 20GAN, a married man, whose wife is Mrs. Lovene Bogan, nee Melton, a resident of Morehouse Parish, Louisiana, who declared that he does by these presents grant, bargain, sell, convey, transfer, set over and deliver, , with full guarantee of title, and with complete transfer and subrogation of all rights and actions of warrant, against all former proprietors of the property herein conveyed, and free from any mortgages, judgments, liens or other encumbrances,

unto OKEAL EDWARD MONTGOMERY, a married man, whose wife is Mrs. Ernie C. Montgomery, nee Carpenter, also a resident of Morehouse Parish, Louisiana, here present, accepting and purchasing for himself, his heirs and assigns, all of his right, title, interest, claim and demand, the same being an undivided one-half interest, in and to the following described property, lying and being situated in the farish of Morehouse and State of Louisiana, together with all improvements thereon, and described as follows, to-wit:

Beginning on the South Right-of-way line of the Bastrop and Crossett Highway at a point where the same intersects the East Right-of-Way line of the A. & L. M. Railroad, and run in an Easterly direction along the South Right-ofway line of said Bastrop and Crossett Highway 420 feet, thence run in a Southerly direction parallel to the East Right-of-way line of the A. & L. M. Railroad a distance of 315 feet, thence run in a Westerly direction parallel to the South Right-of-way line of the Bastrop and Crossett Highway 420 feet to the East Right-of-way line of the A. C. L. M. Railroad, thence run in a Northerly direction along the East Right-of-way line of the A. C. L. M. Railroad 315 feet to the Point of Beginning, and containing 3 cres, more or less, and lying and being situated in and a part of

The certificate of mortgage is nereby waived by the parties, and evidence p of the payment of taxes produced.

DONE AND PASSED at my office, in said Parish of Morehouse in presence of D. B. Douglass and Ada Whi e, competent witnesses, on this the 9th day of June, A. D. 1925. ATTEST: J. W. EDWARDS

Views

KNOW ALL MEN BY THESE PRESENTS: That the following contract and right of way

D. B. DOUTLASS ADA WHITE.

W. C. CARTER.

DY.CLK.DISTRICT COURT &

J. T. DALTON JR., Clerk & Notary Public.

EX OFFICIO R CORDER.

0

sgrant has been made and entered into and is by this act made and entered into

A TRUE RECORD: DECEMBER 9th, 19/29;

NO. 12Ø09

COMPANY.

NTERNAT IONAL PER COMPANY O RIGHT OF WAY GRANT.

by and between the INTERNATIONAL PAPER COMPANY, a New York Corporation duly licensed and authorized to transact business and own property in the State of & L M RAILWAY Louisiana having its principal Louisiana domicile in the Town of Bastro,, Morshouse Parish, Louisiana, represented herein by Owen Shepherd, its Vice-president duly authorized by a resolution of the Board of Directors dated the 14th day of August, 1929, a true copy of which is attached hereto and made a part hereof as "Exhibit B", said company being hereinafter designated as the Grantor, and the ARKANSAS & LOUISIANA MISCOURI RAILWAY COMPANY, a Louisiana corporation duly licensed and authorized to transact business and to own property in the city of Monroe, Ouachita Parish, Louisiana, represented herein by E. A. Frost, its president, duly authorized by Resolution of Executive Committee dated the 18th day of September, 1920, a true copy of which is attached hereto and made a part hereof as "Exhibit C" said company being hereinafter designated as the Grantee, to-wit;

> 1. The Grantor, for and in consideration of the sum of Twelve (\$12.00) dollars per annum during the term of this agreement, payable annually in advance promptly upon bills being presented, and other good and valuable considerations, including the benefits to flow to the Grantor as a result of the construction work and railroad connections hereinafter mentioned, the receipt of which is hereby acknowledged and full acquittance granted therefor, has granted, transferred and conveyed and does by this act grant, transfer and convey unto the Grantee, its successors and assigns, all and singular, the following described property and property rights situated in or near the town of Bastrop, Morehouse Parish, La., to-wit;

> A right of way to construct, operate, maint in, repair and re-place a railroad wswitch or spur track and all connections therefor and all reasonobly necessary attachments and appurtemances on and across that portion of the property of the Granto; situated as aforesaid described as follows;

From a point on the main lead track extending from the plant of Grantor Northwesterly o the Missouri Pacific Railroad, which point is situated in the SW4 of section 24 °ounship 21 North Range 5 East, Morehouse Parish, and No th or Northwesterly from the crossing of the Grantor's sold main lead track and the Grantee's main line in or near the Northern portion of the Town of Bastrop; thence in a Northern or Northeasterly direction to the spur Track of the Louisiana Chemical Company, which spur track of said Chemical Company extends from the Chemical Plant southwesterly to the Micsouri Pacific Railroad and crosses Grantor's said main lead track; The route of said right of way being shown in red and designated by the letter "A-B" on the plut attached hereto and made a part hereof as "Exhibit A"1

Also, there is included herein a confirmation and ratification of the Grantee's present switch or connecting track from its main line to Grantor's main lead trac; Also outlined in red on "Exhibit A" and designated by the letters "C-D".

Together with the right to use said switch or spur tracks and connections in the switching operations of Grantee, its successors or a signs; and the right to use such portions of said main lead track as may be reasonably necessary for any switching operations of Grantee; provided, that the use of said main lead Track shall be forever dependent uponthe continued maintenance and use of said connections or others in lieu thereof.

2-TO HAVE AND TO HOLD said described property unto the Grantee, its successors and assigns, forever; subject only to the stipulations herein set out 3-The rights herein granted and the consturction and operations hereunder are not to interfere with the operations of the Grantor nor with the future construction nor operations of the Grantor; provided, that if for this reason it becomes necessary to change the location of any such connections, the Grantee, its successors or assigns, shall be permitted to re-locate same by making connections elsewhere on Grantor's main lead line and shall be given a reasonable time within which to make such changes.

4- The Grantee shall have the right to make such changes in and relocations of said connections as may be reasonably necessary.

5- As one of the considerations of this Grant, the Grantor shall also have the right to use said connections for its switching and transfer operations

6- The rights and obligations hereof shall extend to the successors and assigns of the parties hereto.

7- The grants, covenants and agreements of the parties hereto shall remain in force until terminated by the serving of six months' written notice.

IN TESTIMONY WHEREOF, the grantor, International Paper Company, has hereunto signed its name at New York in the presence of G. S. McCarthy and M. E. Reich witnesses of lawful age and domicile, on this the 15th day of August, 1929 ATTEST:

E. E. ADAMS Assistant Secretary

WITNESSES: G. S. MCCARTHY

M. E. REICH

INTERNATIONAL PAPER COMPANY BY: OWEN SHEPHERD Vice-president.

IN TESTIMONY WHEREOF, the Grantee, Arkansas & Louisiana Missouri Railway Company, has hereunto signed its name at Shreveport, La., in the presence of R. F. Humble and J. V. Willis, witnesses of lawful age and domicile, on this the 16th day of November 1929.

ARKANSAS & LOUISIANA MISSOURI RAILWAY COMPANY

ATTEST: R. F. HUMBLE J. V. WILLIS STATE OF NEW YORK COUNTY OF NEW YORK

BY: E. X. FROST,

BE IT REMERBERED: That, on this the 15th day of August, 1929, before me E. W. Kenned a Notary Public duly commissioned and qualified according to law and holding office and acting in and for the above named County and State, personally came and appeared Owen Shepherd, a resident of Larchmont Westchester County, N. Y. and to me well known, who being first duly sworn, deposed and said on oath;

That he is the Vice president of the International Paper Company, Grantor named in the above and foregoing right-of-way grant to the Arkansas & Louisiana Missouri Railway Company; and that said grant was signed by him for and in behalf of the Grantor as the True and volunt-ry act of the Grantor for the purposes and considerations therein set forth and expressed.

E. W. KENNEDY

Sworn to and subscribed before me on this the 15 day of August, 1929. E. W. KENNEDY

Notary Public.

STATE OF LOUISIANA

PARISH OF CADDO.

EE IT REMEMBERED: That, on this the 16th day of November, 1929, before me, F. L. Wisdom, a Notary Public duly commissioned and qualfied according to law and holding office and acting in and for the above named county and State, personally came and appeared E. A. Frost a resident of Shreveport, Caddo Parish, Louisiana, and to me well known, who, being first duly sworn, deposed and said on oath;

That he is the president of the Arkansas & Louisiana Missouri Railway Company, Grantee named in the Above and foregoing right of-way grant; that said Grant was signed by him for and in behalf of the Grantee as the true and voluntary act of the Grantee for the purposes and considerations therein set forth and expressed.

E. A. FROST

Sworn to and subscribed before me on this the 16th day of November 1929.

F. L. WISDOM Notary Public, State of Louisiana, Parish of C_addo.

RESOLUTION: "B"

At a meeting of the Board of Directors of the International Paper Company, duly held according to law and according to the provisions of its Constitution and By-Laws, a quorum being present, the following resolution was introduced in the regular order of business, duly seconded, placed before the meeting by the Chairman and, after due discussion and deliveration, unanimously passed and adopted, each and every memeber present voting in f vor thereof, to-wit;

WHEREAS, the Arkansas & Louisiana Missouri Railway Company, a Missouri Corporation, operating a railraod in and through the Town of Bastrop, Morehouse Parish, Louisia a, with railroad connections to the manufacturing plants of this dorporation situated in said Town, desires to construct, maintain and operate certain railroad switch, spur and connecting tracks between and across the tracks of this corporation, the tracks of said R_ailroad company, and the tracks of the Louisiana Chemical Company; and therefore desires a right-of-way grant covering same across property belonging to this corporation situated in the Northern part of the mill site of thic Corporation 's Louisiana Mill in or near said Town of Bastrop and this corporation is willing to grant such permission and such a right-of-way; NOW, THEREWORE,

BE IT RESOLVED: That such permission and such a right-of-way be granted and that Owen Shepherd, Vice-president of this corporation, be and he is hereby authorized, empowered and directed to grant such permission and to execute and deliver a right-of-way grant or other instrument covering same according to such terms and stipulations as he may see fit.

Further, to do all things necessary or incidental in the premises. Also, that there be included in said grant the right to change the location of said tracks and the right to use and to cross the tracks of this corporation; provided, that the construction and operations under said grant shall not interfere with the operations of this corporation nor with the future construction and operations of this corporation.

BE IT FURTHER RESOLVED: That the acts of said Owen Shepherd, in the premises be and they are hereby ratified, affirmed and made the acts of this corporation and shall stand and remain as such and shall be binding on thas corporation.

THUS DONE, READ AND SIGNED at New YDok, N. Y. on this the 15th day of August, 1929.

JOHN H. HI**NM**AN Vice-president.

ATTEST:

E. E. ADAMS Assistant Secretary.

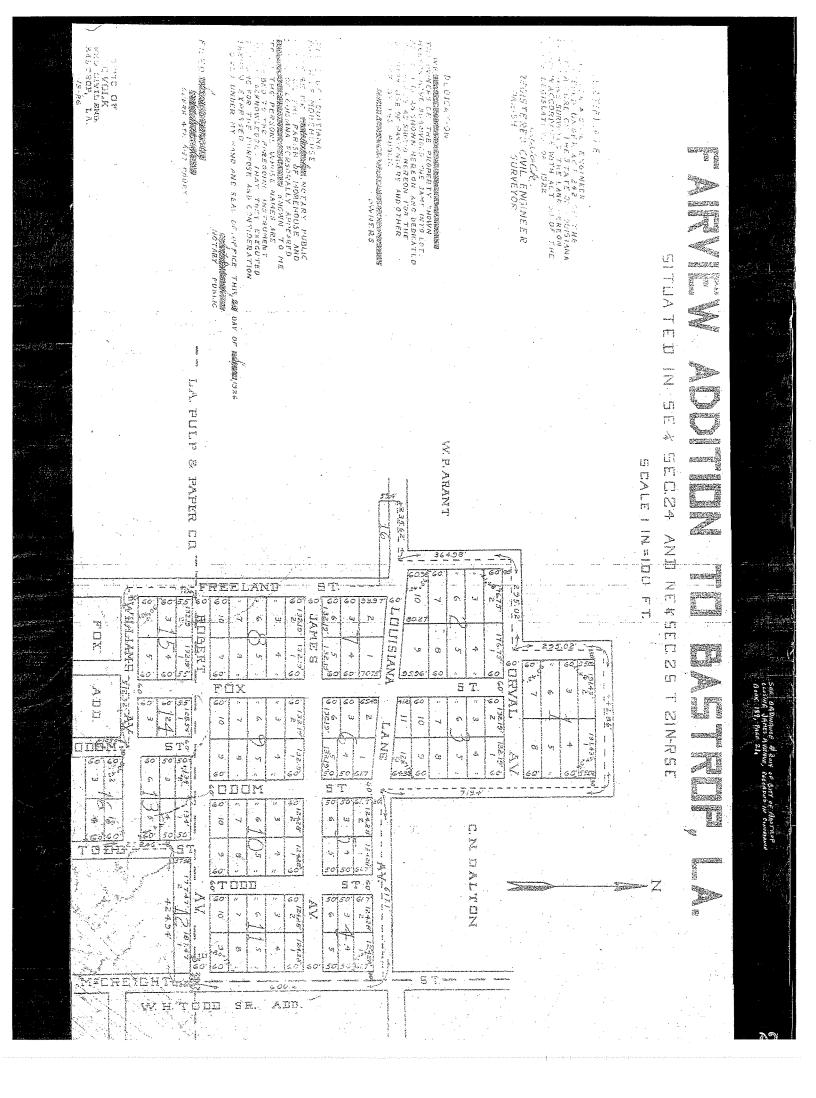
"BE IT RESOLVED, by the Executive Committee of the Arkansas & Louisiana Missouri Railway Company, that the president, be and he is hereby authorized to sign and execute an behalf of this company, any and all lease contracts, industrial track agreements, right of way deeds, spur track agreements, crossing contract agreements, or any other act, deed or document having to do with the usual operation of the property of a common carrier."

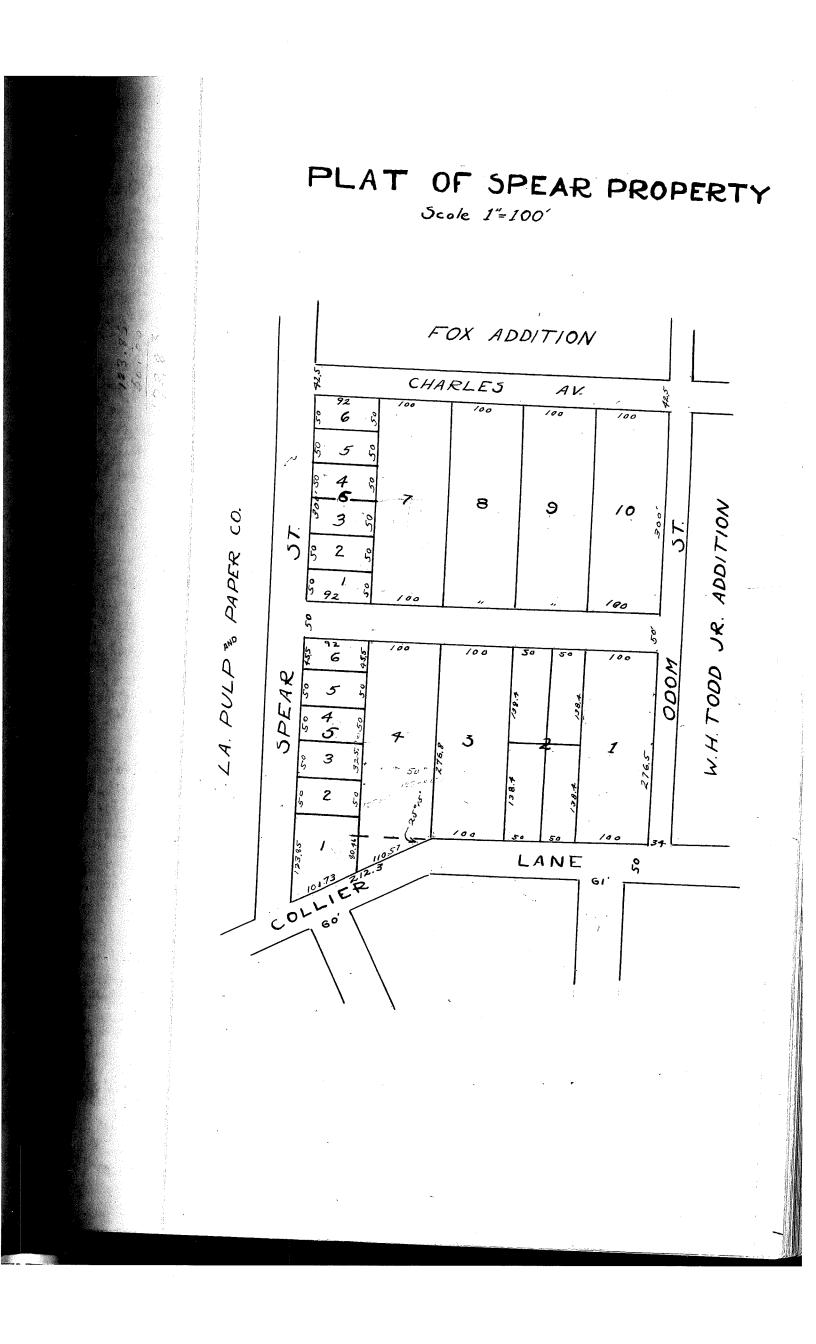
I, S. H. Dowell, secretary of the Arkansas & Louisiana Missouri Railway Company, certify that the above and foregoing is a true and correct copy of a resolution adopted by the Executive Committee of said Co. pany at a special meeting field by them in Shreveport, Louisiana, on September 18, 1920.

J. H. DOWELL Secretary.

A TRUE RECORD: DECEMBER 9th, 1939;

_DH.CLK.DISTRICT COURT & 1 L EX OFFICIO RECORDER





ACT OF DONATION

Carol Jones Morehouse Parish Clerk of Court 0260550 Recorded On: 10/18/2018 01:51 F

BE IT KNOWN, that on date indicated below, before me the undersigned Notary Public, duly commissioned and qualified in and for the aforementioned state and parish, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

TODA ONE, LLC, a limited liability company whose Tax Identification Number is **82-2657810** in Ouachita Parish, whose present mailing address is P.O. Box 7, West Monroe LA 71292; hereinafter called "DONOR"; and

CITY OF BASTROP, LOUISIANA, a body politic whose present mailing address is P.O. Box 431, Bastrop Louisiana 71221 appearing herein by and through its duly authorized mayor, **HENRY C. COTTON** hereinafter called "DONEE";

who, after being duly sworn by me, declared that DONOR does by these presents irrevocably give, grant and donate, inter vivos unto the said DONEE the following described property:

Lots 1, 2, 3, 5, 6, 7, 8, 9, 10, 11 & 12 of Block 4 of Odom and Freeland Addition to the Town of Bastrop as shown in Block 42 Page 802 of the records of Morehouse Parish

The property conveyed herein has as its address 794 Colliers Lane, Bastrop, Louisiana 71220

DONOR declares that it its intent to make a gratuitous donation to DONEE. DONEE appears herein and accepts this donation in accordance with the terms hereof and acknowledges gratitude therefor. The property or any revenue derived therefrom is to be used public purposes.

THUS DONE AND SIGNED at Bashop, Louisiana, on the 8 day of October 2018, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

WITNESSES: TODA ONE, LLC Tom J. Oswalt, Manager 201 NOTARSK RIVEBLIGUES NOTARY PUBLIC #77024 My Commission Expires with Life CONVEYANCE BOOK PAGE 0697 621

THUS DONE AND SIGNED at \underline{Bcomp} , Louisiana, on the $\underline{8}$ day of October 2018, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

WITNESSES:	CITY OF BASTROP, LOUISIANA			
Darie L. Carter	Jenny C. Cel			
Doris L. Cauter	Henry C Cotton, Mayor			
Print Benork				
DiAnne Lenvir				
Print				
Connet invette Damer				
NOTARY PUBLIC				
	CHARISSA ANNETTE HOLMES NOTARY PUBLIC #77624 My Countrilission Explines with Life			

CONVEYANCE BOOK PAGE 0697 622

.

CITY OF BASTROP, LOUISIANA

RESOLUTION NO. 18-1807

A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF BASTROP, LOUISIANA TO AUTHORIZE THE MAYOR TO SIGN AN ACT OF DONATION FOR PROPERTY LOCATION AT 794 COLLIERS LANE, BASTROP, LOUISIANA.

.

CONVEYANCE DOOK PAGE 0697 623

CITY OF BASTROP, LOUISIANA

RESOLUTION NO. 18-1807

A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF BASTROP, LOUISIANA TO AUTHORIZE THE MAYOR TO SIGN AN ACT OF DONATION FOR PROPERTY LOCATION AT 794 COLLIERS LANE, BASTROP, LOUISIANA.

WHEREAS, Toda One, LLC is willing to donate the property located at 794 Colliers Lane, Bastrop, Louisiana (formally known as International Paper Learning Center") to the City of Bastrop, Louisiana.

WHEREAS, Toda One, LLC will donate Lots 1, 2, 3, 5, 6, 7, 8, 9, 10, 11 & 12 of Block 4 of Odom and Freeland Addition to the Town of Bastrop shown in Block 42 Page 802 of the records of Morehouse Parish.

WHEREAS, Toda One, LLC declares that it its intent to make a gratuitous donation to City of Bastrop, Louisiana for the property or any revenue derived therefrom is to be used for public purposes.

BE IT THEREFORE RESOLVED THAT the Board of Aldermen of the City of Bastrop, Louisiana, now desires to authorize the mayor to perform such acts as are necessary and proper to exchange ownership.

THUS DONE AND READ IN FULL, AND CONSIDERED SECTION BY SECTION THEN ADOPTED a regular meeting of the Mayor and Board of Aldermen of the City of Bastrop, Louisiana on this 11th day of October 2018, by the following vote:

 CONVEYANCE

 BOOK
 PAGE

 0697
 624

YEAS: NAYS: Howard Joshe olut Shaul ABSENT: Sos Prot lenz Hon. Henry C. Cotton, Mayor

ATTEST:

Sandra Goleman, City Clerk

CONVEYANCE BOOK

0697 625

ACT OF SALE	*	UNITED STATES OF AMERICA		
BY	*	STATE OF LOUISIANA	257	<u> </u>
TODA-ONE, LLC	*	PARISH OF MOREHOUSE	105	in Z
то	*		00	0.
SIMMONS PROPERTIES, LLC	*			
	*			
	*			1
* * * * * * * * * * * * * * * * * * * *	*		DEC	CLER CLER
******	* *	E.	د م	NOL JUSE P

BE IT KNOWN, that on the dates and before the Notaries Pyblic presence of the witnesses set forth below, personally came and appeared:

TODA-ONE, LLC, Tax ID # XX-XXX7810, a Louisiana limited liable company ("Seller"), represented herein by its duly authorized representative. Kenneth L. Harper whose mailing address is P.O. Box 561, West Monroe, La. 71294, as per Resolution attached hereto;

who, having been duly sworn, declared that Seller does hereby grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver, without any warranty of title unto:

SIMMONS PROPERTIES, LLC, TAX ID #XX-XXX6411, a Louisiana limited liability company, authorized to do and doing business in Morehouse Parish, Louisiana, with address of 12763 Crossett Road, Bastrop, Louisiana 71220 represented herein by its duly authorized Manager, Robert Jeffrey Simmons, as per Resolution attached hereto;

here present, accepting, and purchasing for itself and its successors and assigns, and acknowledging due delivery and possession thereof, all and singular the immovable properties described on **Exhibit "A"** and shown on the plat attached as **Exhibit "B"**, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining (collectively, the "Property").

To have and to hold the Property unto Purchaser and Purchaser's successors and assigns forever.

Purchaser has had ample opportunity to inspect the condition of the Property and has satisfied itself with respect thereto. Seller is selling the Property in "AS IS, WHERE IS" condition. This sale is made and accepted without any express or implied warranty as to the condition of the Property. Purchaser expressly waives any and all rights Purchaser may have now or at any time hereafter because of the condition of the Property or because of one or more vices or defects in the Property, notwithstanding whether the vices or defects may be latent or apparent. This waiver includes a waiver of all rights of redhibition and/or quanti minoris and Purchaser shall not have the right on account of any vice or defect in the Property to rescind the sale, reduce the purchase price, recover any expenses (including attorneys' fees), or recover any damages. Purchaser hereby releases any and all rights it may have now or at any time hereafter against Seller and any of its members, managers, partners, officers, directors, shareholders, employees, successors and assigns from any and all manner of action or actions, causes or causes of action, suits, damages, claims, costs, expenses or any other manner of liability Purchaser has, had, or hereafter may have upon or

DURVEYANCE Bouk - Page 0691 661

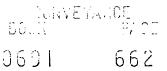
by reason of or in any manner resulting from Seller's ownership or sale of the Property or improvements and fixtures thereon to Purchaser or any condition or fact or circumstances existing on or about the Property prior to closing. This release includes without limitation a release of any and all rights, claims, obligations, damages, actions and causes of action Purchaser may have now or hereafter against Seller or any of its members, managers, partners, officers, directors, shareholders, employees, successors and assigns under any existing or future federal, state or local environmental laws, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. § 9601 *et seq.*) and the Louisiana Environmental Quality Act, as amended (La. R.S. 30:2001 *et seq.*). Seller also makes no express or implied warranty, and Purchaser hereby waives any and all such warranties, that the Property is fit for its intended, ordinary or any particular use, even if the Seller knows the particular use that Purchaser intends for the Property. THESE WAIVERS AND RELEASES HAVE BEEN CALLED TO PURCHASER'S ATTENTION AND ARE GRANTED BY PURCHASER KNOWINGLY AND VOLUNTARILY.

This sale is made and accepted for and in consideration of the price and sum of TWO HUNDRED THOUSAND AND 00/100 Dollars (\$200,000.00) and other valuable consideration, which Purchaser has well and truly paid, in ready and current money, and which Seller hereby acknowledges receipt thereof and grants full acquittance and discharge therefor.

THIS SALE IS MADE WITHOUT ANY WARRANTY OR GUARANTY WHATSOEVER, EVEN FOR THE RESTITUTION OF THE PURCHASE PRICE. PUCHASER DECLARES AND ACKNOWLEDGES BEING AWARE OF THE DANGER OF EVICTION AND THAT THIS PURCHASE IS AT PURCHASR'S SOLE PERIL AND RISK. SELLER DOES NOT SUBROGATE PURCHASER TO ALL RIGHTS AND ACTIONS AGAINST PREVIOUS OWNERS.

This conveyance is made and accepted subject to the following restrictive covenants, servitudes, encumbrances and other matters of public record (the "Permitted Exceptions"):

- 1. Rights, if any, relating to the construction and maintenance, in connection with any public utility, of wires, poles, pipes, conduits and appurtenances thereto, on, under or across the Property;
- 2. The current year's taxes, assessments, water rates and other governmental charges of any kind or nature imposed on or levied against or on account of the Property; which will be paid by Vendor for 2017.
- 3. Restrictions on Purchaser's ability to build upon or use the Property imposed by any current or future building or zoning ordinances or any other law or regulation of any governmental authority;
- 4. Any state of facts which an accurate survey or an inspection of the Property would reveal, including, but not limited to the location of boundary lines, improvements and encroachments, if any;
- 5. All outstanding easements, servitudes, rights-of-way, flowage rights, restrictions, licenses, leases, reservations, covenants and all other rights in third parties of record;
- 6. All claims of governmental authorities in and to any portion of the Property lying in the bed of any streams, creeks or waterways or other submerged lands or land now or formerly subject to the ebb and flow of tidal waters or any claims of riparian rights;
- 7. Any and all restrictions on use of the Property due to environmental protection laws, including, without limitation, wetlands protection laws, rules, regulations and orders;
- 8. All railroad side track agreements;
- 9. All previous reservations, exceptions and conveyances of oil, gas, associated hydrocarbons, minerals and mineral substances and royalty and other mineral rights and interests;



- 10. Mechanics', materialmen's, warehousemen's and similar liens attaching by operation of law, incurred in the ordinary course of business and securing payments not yet delinquent or payments that are being contested in good faith; provided that Seller shall remain responsible for such payments; and
- 11. All other standard title exceptions in the State of Louisiana.
- 12. The easements for drainage and access as shown on the attached plat.
- 13. Purchaser shall reinstall fencing comparable to the existing fence along the common boundary of the property transferred herein and the remaining contiguous property of Seller.
- 14. Seller reserves and grants to Purchaser a drainage easement. Neither party shall interfere with or alter any aspect of the current drainage system, whether open ditches, culverts or underground piping without written consent of owner of any effected property.

The easement shown on the attached plat is reserved by Seller, however if seller transfers the property accessed by the easement and the buyer does not require the easement, Seller will relinquish the servitude. By acquiring the Property subject to the Permitted Exceptions, Purchaser does not acknowledge the validity or enforceability of those matters for any purpose, including, but not limited to, interruption of prescription.

Minerals, oil, gas and associated hydrocarbons, including but not limited to lignite, coal, and coal bed methane (to the extent that they are owned by Seller) are reserved.

Purchaser hereby acknowledges the receipt and adequacy of the sales price and does hereby waive any vendor's lien, resolutory condition and any right to rescind this sale.

The parties declared that all taxes up to and including taxes due and exigible in 2017 are paid in full or will be paid by Seller. Pursuant to La. R.S. § 9:2721(B), the address to which property tax and assessment notices are to be mailed is Purchaser's address as set forth above.

The parties waive the production of mortgage and conveyance certificates and tax researches and relieve and release the undersigned notaries public from any liability in connection therewith. The parties further acknowledge that the undersigned notaries public have not performed an examination of the title to the Property and express no opinion on the title to the Property.

THUS DONE AND PASSED by appearer in Morehouse Parish, Louisiana on the 7th day of December, 2017, in the presence of the undersigned competent witnesses, who sign their names with appearer and me, Notary, after due reading of the whole.

WITNESSES:

11 lattomin - 1-- Amella Montgomery Toda-One, L.L.C., By: Kenneth L. Harper, Print Name: Manager Leslie D. Anders Notary Public My Commission Expires: Phillip M. Lester Notary ID # 21715 3891 663

THUS DONE AND PASSED by appearer in Morehouse Parish, Louisiana on the 7th day of December, 2017, in the presence of the undersigned competent witnesses, who sign their names with appearer and me, Notary, after due reading of the whole.

. •

WITNESSES: Simmons Properties/1/1/C. Jeffrey Simmons, Mianager Print Name: a Montgomery Ć., By: Robert Amel N Print Name: Leslie D. Anders

Notary Public My Commission Expires: Phillip M. Lester Notary ID # 21715

> na Etrado 1915

0831 664

EXHIBIT "A"

DESCRIPTION OF 15.00 ACRE TRACT

Description of a 15.00 acre tract of land situated in the Southeast One Quarter of the Southwest One Quarter of Section 24 and the Northeast One Quarter of the Northwest One Quarter of Section 25, T 21 N – R 5 E, Bastrop, Morehouse Parish, Louisiana, further described as follows;

FROM the northeast corner of the Southeast One Quarter of the Southwest One Quarter of Section 24, T 21 N - R 5 E, Morehouse Parish, Louisiana run South 73°05'28" West for 459.08 feet to an iron pipe and THE POINT OF BEGINNING; thence run North 89°48'05" East for 450.47 feet to an iron pipe; thence run South 00°08'12" East for 66.79 feet to an iron pipe; thence run South 00°52'53" East for 654.36 feet to an iron pipe; thence run South 09°20'14" West for 115.80 feet to an iron pipe; thence run South 22°19'18" West for 107.05 feet to an iron pipe; thence run South 34°23'01" West for 316.28 feet to a point; thence run WEST for 296.59 feet to an iron pipe in the east right of way line of the Arkansas, Louisiana & Missouri Railroad; thence run North 11°14'11 West along said right of way line for 309.75 feet to an iron pipe at the P.C. of a curve to the right; thence run along said right of way and curve having a Radius of 2901.21 feet the Chord being North 09°46'48" West 147.50 feet for 147.52 feet to an iron pipe; thence run North 02°13'41" East along said right of way for 157.20 feet to a point; thence run South 89°48'46" West for 24.72 feet to an iron pipe being in a curve to the right; thence run along said right of way and curve having a Radius of 2901.21 feet the Chord being North 03°43'55" West 148.86 feet for 148.88 feet to an iron pipe being in a curve to the right; thence run along said right of way and curve having a Radius of 1851.00 feet the Chord being North 23°08'32" East 477.53 feet for 478.87 feet to an iron pipe and The Point Of Beginning.

The above described tract of land situated in the Southeast One Quarter of the Southwest One Quarter of Section 24 and the Northeast One Quarter of the Northwest One Quarter of Section 25, T 21 N – R 5 E, Bastrop, Morehouse Parish, Louisiana as shown on plat of survey, File Number 9221, Plat M-2256, as surveyed by Jeffrey M. Messinger, Professional Land Surveyor, containing 15.00 acres and is subject to all existing easements.

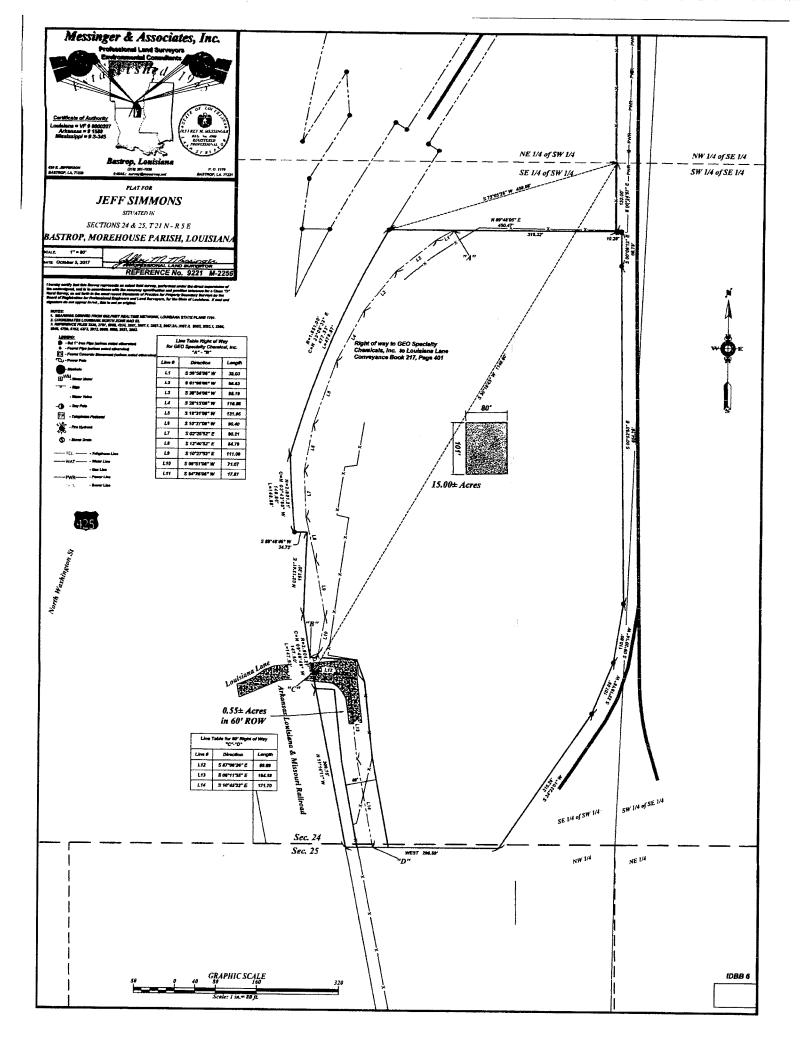
DESCRIPTION OF 0.55 ACRE SIXTY FOOT RIGHT OF WAY

Description of a 0.55 acre sixty foot right of way situated in the Southeast One Quarter of the Southwest One Quarter of Section 24 and the Northeast One Quarter of the Northwest One Quarter of Section 25, T 21 N – R 5 E, Bastrop, Morehouse Parish, Louisiana, further described as follows;

FROM the northeast corner of the Southeast One Quarter of the Southwest One Quarter of Section 24, T 21 N – R 5 E, Morehouse Parish, Louisiana run South 30°18'45" West for 1148.60 feet to a point in the centerline of a sixty foot right of way and THE POINT OF BEGINNING; thence run South 87°08'26" East along said centerline for 69.69 feet to a point; thence run South 06°11'55" East for 164.58 feet to a point; thence run South 10°45'32" East along said centerline for 171.70 feet to a point and The End Of The Right Of Way.

The above described right of way is sixty feet wide being thirty feet on both sides of described centerline and situated in the Southeast One Quarter of the Southwest One Quarter of Section 24 and the Northeast One Quarter of the Northwest One Quarter of Section 25, T 21 N – R 5 E, Bastrop, Morehouse Parish, Louisiana as shown on plat of survey, File Number 9221, Plat M-2256, as surveyed by Jeffrey M. Messinger, Professional Land Surveyor, containing 0.55 acres and is subject to all existing easements.

391 56





1.4 C 1-36 C 1-3

RESOLUTION

At a special meeting of the members of Simmons Properties, L.L.C., a Louisiana limited liability

company, with its principal office at 12763 Crossett Road, Bastrop, Louisiana 71220, held on the 6th day

of December 2017, with all of its members being present, the following resolution was unanimously adopted:

"Be it resolved: That on and after December 6, 2017, Robert Jeffrey Simmons, is hereby authorized to execute a cash deed and mortgage in the name of Simmons Properties, LLC in order to purchase the following described property from Toda-One, LLC for the sum of \$200,000.00 and mortgage said property with Richland State Bank;

DESCRIPTION OF 15.00 ACRE TRACT

Description of a 15.00 acre tract of land situated in the Southeast One Quarter of the Southwest One Quarter of Section 24 and the Northeast One Quarter of the Northwest One Quarter of Section 25, T 21 N – R 5 E, Bastrop, Morehouse Parish, Louisiana, further described as follows;

FROM the northeast corner of the Southeast One Quarter of the Southwest One Quarter of Section 24, T 21 N – R 5 E, Morehouse Parish, Louisiana run South 73°05'28" West for 459.08 feet to an iron pipe and THE POINT OF BEGINNING; thence run North 89°48'05" East for 450.47 feet to an iron pipe; thence run South 00°08'12" East for 66.79 feet to an iron pipe; thence run South 00°05'53" East for 654.36 feet to an iron pipe; thence run South 00°08'12" East for 66.79 feet to an iron pipe; thence run South 00°05'253" East for 654.36 feet to an iron pipe; thence run South 00°08'12" East for 65.79 feet to an iron pipe; thence run South 00°52'53" East for 654.36 feet to an iron pipe; thence run South 22°19'18" West for 107.05 feet to an iron pipe; thence run South 34°23'01" West for 316.28 feet to a point; thence run WEST for 296.59 feet to an iron pipe in the east right of way line of the Arkansas, Louisiana & Missouri Railroad; thence run North 11°14'11" West along said right of way line for 309.75 feet to an iron pipe at the P.C. of a curve to the right; thence run along said right of way and curve having a Radius of 2901.21 feet the Chord being North 09°46'48" West 147.50 feet for 147.52 feet to an iron pipe; thence run North 02°13'41" East along said right of way for 157.20 feet to a point; thence run South 89°48'46" West for 24.72 feet to an iron pipe being in a curve to the right; thence run along said right of way and curve having a Radius of 1851.00 feet the Chord being North 03°43'55" West 148.86 feet for 148.88 feet to an iron pipe being in a curve to the right; thence run along said right of way and curve having a Radius of 1851.00 feet the Chord being North 23°08'32" East 477.53 feet for 478.87 feet to an iron pipe and The Point Of Beginning.

The above described tract of land situated in the Southeast One Quarter of the Southwest One Quarter of Section 24 and the Northeast One Quarter of the Northwest One Quarter of Section 25, T 21 N – R 5 E, Bastrop, Morehouse Parish, Louisiana as shown on plat of survey, File Number 9221, Plat M-2256, as surveyed by Jeffrey M. Messinger, Professional Land Surveyor, containing 15.00 acres and is subject to all existing easements.

DESCRIPTION OF 0.55 ACRE SIXTY FOOT RIGHT OF WAY

Description of a 0.55 acre sixty foot right of way situated in the Southeast One Quarter of the Southwest One Quarter of Section 24 and the Northeast One Quarter of the Northwest One Quarter of Section 25, T 21 N – R 5 E, Bastrop, Morehouse Parish, Louisiana, further described as follows;

FROM the northeast corner of the Southeast One Quarter of the Southwest One Quarter of Section 24, T 21 N – R 5 E, Morehouse Parish, Louisiana run South 30°18'45" West for 1148.60 feet to a point in the centerline of a sixty foot right of way and THE POINT OF BEGINNING; thence run South 87°08'26" East along said centerline for 69.69 feet to a point; thence run South 06°11'55" East for 164.58 feet to a point; thence run South 10°45'32" East along said centerline for 171.70 feet to a point and The End Of The Right Of Way.

The above described right of way is sixty feet wide being thirty feet on both sides of described centerline and situated in the Southeast One Quarter of the Southwest One Quarter of Section 24 and the Northeast One Quarter of the Northwest One Quarter of Section 25, T 21 N – R 5 E, Bastrop, Morehouse Parish, Louisiana as shown on plat of survey, File Number 9221, Plat M-2256, as surveyed by Jeffrey M. Messinger, Professional Land Surveyor, containing 0.55 acres and is subject to all existing easements.

"Be it resolved that the above described person is hereby authorized to act on benalf of the Company in order to purchase and mortgage the above described preperty on behalf of the Company on or after December 6, 2017."

SIMMONS PROPERTIES, I.L.C. ROBERT JEFFREN SIMMONS, LLC MANAGERMEMBER Qu. I AN CUE L'OUN SIMMONS PROPERTIES, NANCY ROBIN BRAMBLE SIMMONS, MEMBER

/I, Robert Veffrey Simmons, Mayager of Simmons Properties L.L.C., certify that the above and foregoing is true and correct copy of the resolution of said company adopted by a majority of the members of the said company at its special meeting on December 6, 2017.

SMINTON'S PROPERTIES, L.L.C.

أزري

667