

# Exhibit F. BIDCO Site Partial Title Abstract





# BIDCO SITE

## Partial Title Abstract



**LED Partial Title Abstract**

**Union Parish**

BIDCO Site

Assessment Number 4044002300

**10.951 acres in Sec.3 T21N, R3W**

**Dates Researched: January 1956 – February 7, 2025**

**Current Ownership:**

**Bernice Industrial Development Corporation 100%**

<b>Instrument 1</b>	<b>Cash Sale Deed</b>
<b>Entity Acquiring Property</b>	<b>Bernice Industrial Development Corporation</b>
<b>Owner of Property when Acquired</b>	<b>Doris L. Gaston</b>
File Number	297759(1076/293)
Acreage/Lot #	30.951 acres
Location	Sec. 3 T21N R3W
Date Acquired/Recorded	6/7/2000
Notes:	
<b>Instrument 2</b>	<b>Notarial Act of Correction</b>
<b>Entity Acquiring Property</b>	<b>Bernice Industrial Development Corporation</b>
<b>Owner of Property when Acquired</b>	<b>Doris L. Gaston</b>
File Number	301669(1095/188)
Acreage/Lot #	30.951 acres
Location	Sec. 3 T21N R3W
Date Acquired/Recorded	2/21/2001
Notes:	AOC for Sale Recorded as COB 1076 Pg 293
<b>Instrument 3</b>	<b>Act of Correction</b>
<b>Entity Acquiring Property</b>	<b>Bernice Industrial Development Corporation</b>
<b>Owner of Property when Acquired</b>	<b>Doris L. Gaston</b>
File Number	301819(1096/77)
Acreage/Lot #	30.951 acres
Location	Sec. 3 T21N R3W
Date Acquired/Recorded	3/2/2001
Notes:	AOC for Sale Recorded as COB 1076 Pg 293



<b>Instrument 4</b>	<b>Cash Sale/Sell Off</b>
<b>Entity Acquiring Property</b>	<b>Malone Properties, Inc.</b>
<b>Owner of Property when Acquired</b>	<b>Bernice Industrial Development Corporation</b>
File Number	2023-00418918
Acreage/Lot #	20 acres
Location	Sec. 3 T21N R3W
Date Acquired/Recorded	3/13/2023
Notes:	

#### **Mortgages/Liens**

<b>Mortgage Certificate</b>	Unknown
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#### **Maps/Plats Provided**

<b>Map File No. 2023-00418918</b>	Plat showing 20 acres
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#### **Ownership Names Researched**

<b>Name</b>	<b>Dates Researched</b>
Erskin Gaston	1956-1962
James Gaston	1956-1962
Doris L. Gaston	July 1962 to June 7, 2000
Bernice Industrial Development Corporation	June 7, 2000 to present

#### **Tax Information**

Parish	Union Parish
Tax Year	2025
Assessed Ownership	Bernice Industrial Development Corp.
Assessment Number	4044002300
Municipal Address	N/A



Tax Year 2025

(Uncertified)

**Property Owner****Name:** BERNICE INDUSTRIAL  
DEVELOPMENT CORP.**Mailing Address:** C/O GRETCHEN TILL  
P. O. BOX 633  
BERNICE, LA 71222**Type:** (CV) Comm. Vacant**Tax Dist:** (65) Bernice**Millage Rate:** 72.79**Homestead Pct:** 0.00**Special Assessment****Freeze:** No**Property Information****Physical Address:** 0**Subdivision:** TWP 21N RNG 03W SEC 03 CITY**Block / Lot:** N/A / N/A**S-T-R:** 03-21N-03W**Size (Acres):** 10.951**Extended Legal:** \*\*\*old asmt no 4106020014\*\*\* 30.951 ACRES LOCATED IN THE NE SE OF SEC. 3, T21N R3W,  
DESCRIBED IN BOOK 1096 PAGE 77, LESS 20 ACRES SOLD TO MALONE PROPERTIES INC.  
IN FILE #2023-418918. 1076-293 1095-188(CORR.) 1096-77(CORR.) 2023-418918**Deed Transfers:**

Date	Book	Page	Deed Type	Est. Sale	Grantee
1/1/1990			N/A	\$0	BERNICE INDUSTRIAL DEVELOPMENT CORP.

**Not a Legal Document.**

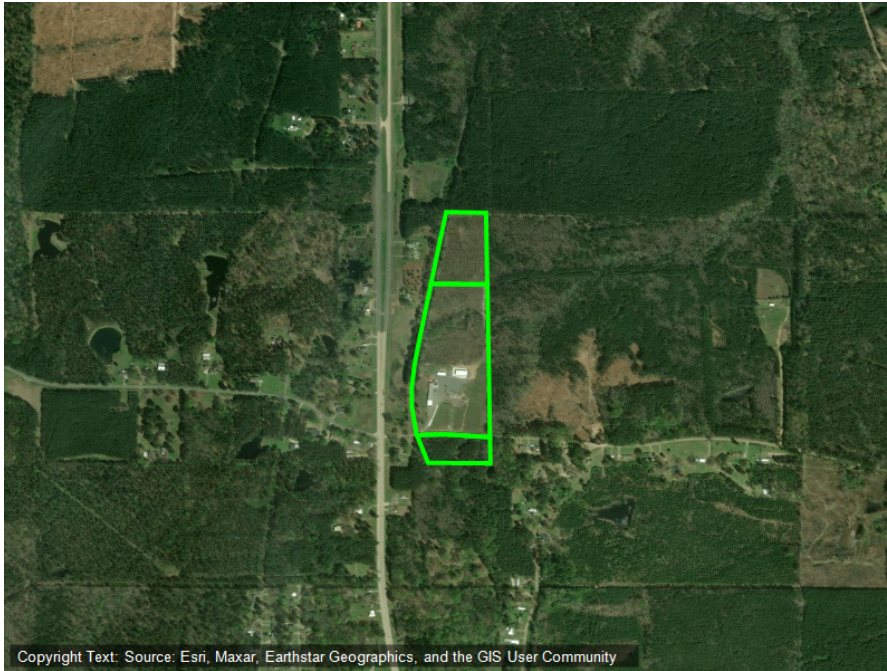
Subject to terms and conditions.

[www.actDataScout.com](http://www.actDataScout.com)



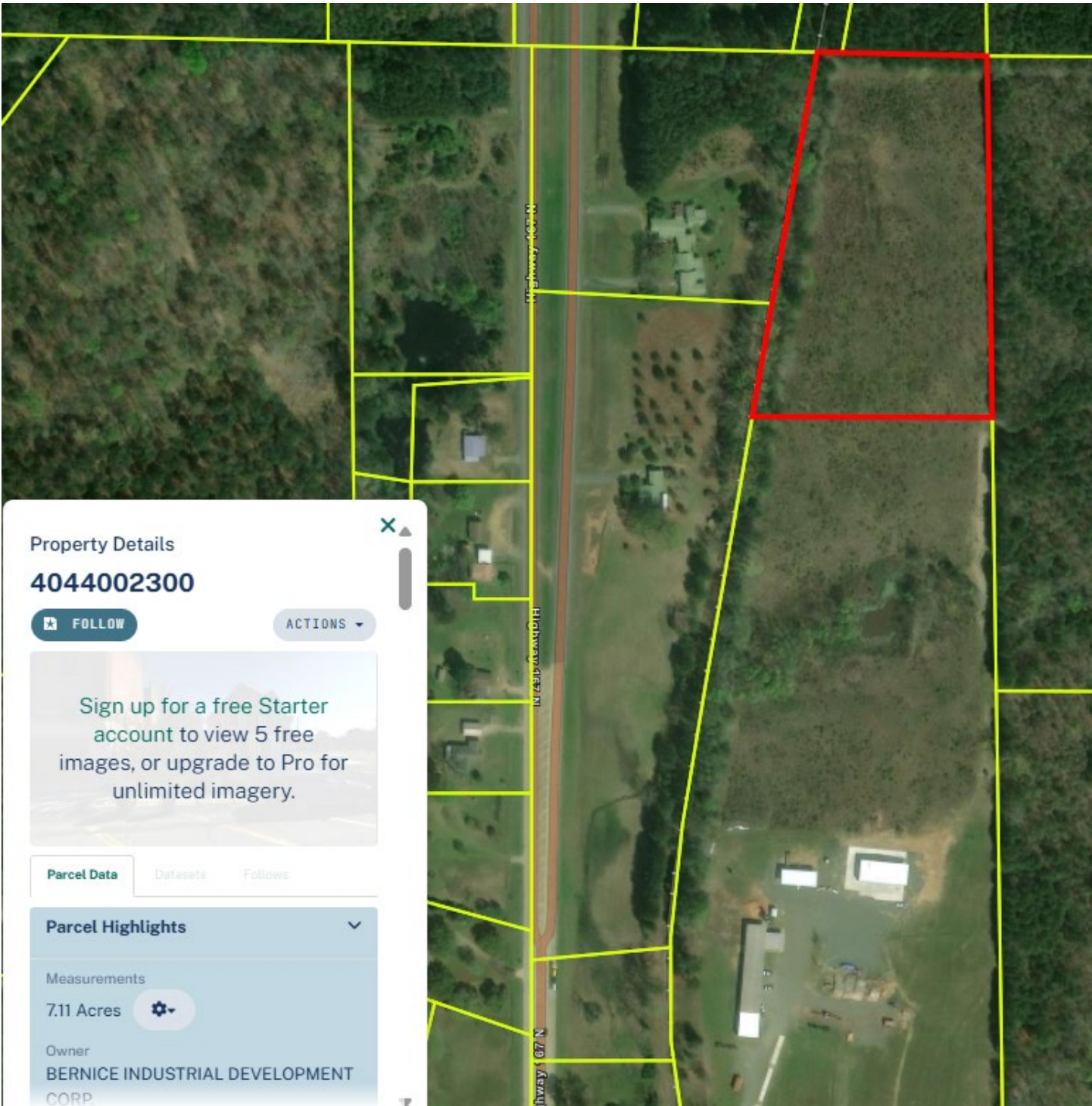
**Map:**

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Copyright Text: Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community





Property Details

4044002300

 FOLLOW

ACTIONS ▾

Sign up for a free Starter account to view 5 free images, or upgrade to Pro for unlimited imagery.

Parcel Data

Datasets

Follows

Parcel Highlights ▾

Measurements

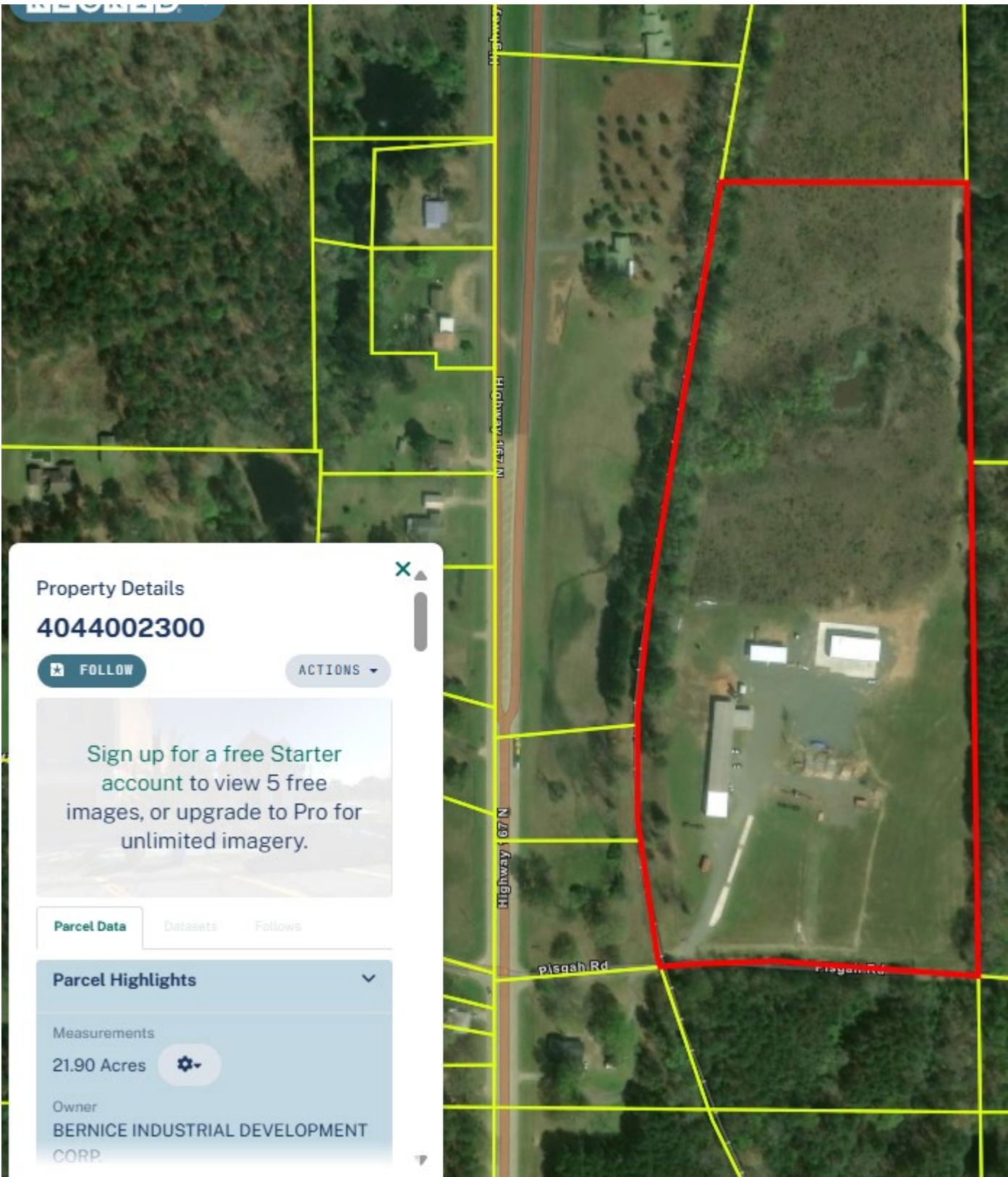
7.11 Acres



Owner

BERNICE INDUSTRIAL DEVELOPMENT  
CORP.






## Property Details

4044002300

 FOLLOW

ACTIONS 

Sign up for a free Starter account to view 5 free images, or upgrade to Pro for unlimited imagery.

Parcel Data

Datasets

Follows

### Parcel Highlights

Measurements

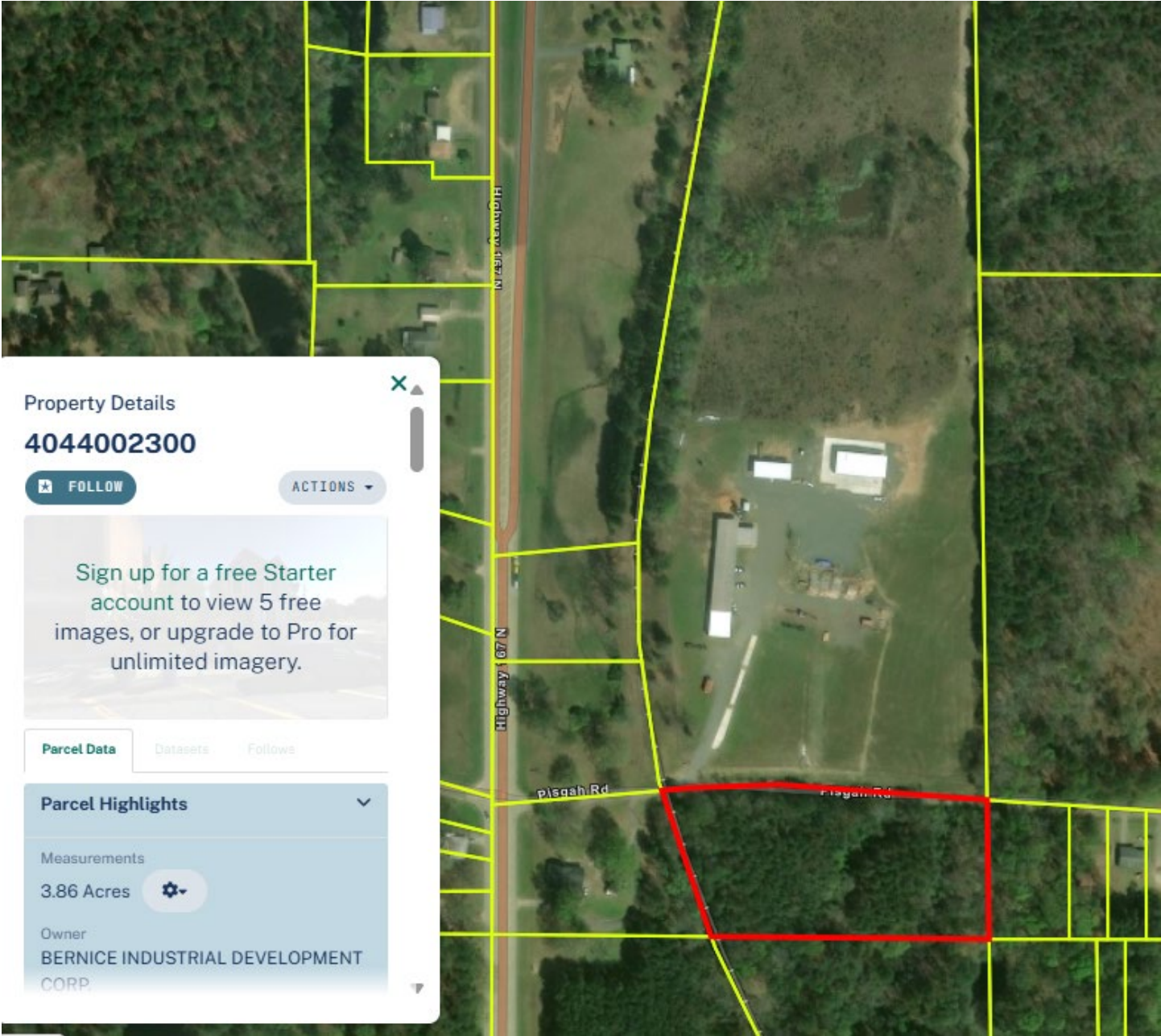
21.90 Acres



Owner

BERNICE INDUSTRIAL DEVELOPMENT CORP.





Property Details

4044002300

FOLLOW

ACTIONS

Sign up for a free Starter account to view 5 free images, or upgrade to Pro for unlimited imagery.

Parcel Data   Datasets   Follows

Parcel Highlights

Measurements  
3.86 Acres  
Owner  
BERNICE INDUSTRIAL DEVELOPMENT CORP.



PLAT OF SURVEY FOR MALONE PROPERTIES, INC.

SURVEYED AT THE REQUEST OF ROB ARIOTTI FOR PROPOSED CONVEYANCE.  
BEING LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3,  
TOWNSHIP 21 NORTH, RANGE 3 WEST, LAND DISTRICT NORTH OF RED RIVER, TOWN OF BERNICE, UNION PARISH, LOUISIANA

LEGEND

- Set 5/8" Rebar
- △ Set MAG Nail
- Found 5/8" Rebar (Unless Noted)
- Point Not Set
- Center of Road
- Right of Way
- Center of Railroad
- 6' Chainlink Fence (Unless Noted)
- Overhead Electric
- Building
- Edge of Gravel Driveway
- Section or Aliquot Line
- Approximate Location of Pond
- P.C. Point of Curvature
- P.T. Point of Tangency



COURSES ALONG CENTER OF PISGAH CHURCH ROAD		
LINE	BEARING	DISTANCE
L1	N 88°18'12" W	107.40'
L2	N 85°04'55" W	214.43'
L3	N 86°56'50" W	81.25'
L4	S 89°41'02" W	61.12'
L5	S 87°57'53" W	63.56'
L6	S 84°56'16" W	40.38'

Flood Zone:

Per FEMA FIRM Community Panel No. 22111C0325D for Bernice, Union Parish, LA (NPIC Community No. 220314), effective date 7-4-2011, the Subject Property is located within Flood Zone 'X'. This is NOT a Special Flood Hazard Area, however, the property may still be subject to unmapped flood hazards.

Reference Surveys (Non-Comprehensive List):

- Retracement survey of abandoned railroad right of way of the former Chicago, Rock Island and Pacific Railway Co., Main Line Louisiana Division by Frank W. Miller, P.L.S., dated October 2004.
- Right of Way and Track Map for the Chicago, Rock Island and Pacific Railway Co., Arkansas-Louisiana State Line to Packtown, LA, dated June 30, 1915.

NOTES

BASIS OF BEARINGS:  
RELATIVE TO GRID BEARINGS OF LOUISIANA COORDINATE SYSTEM OF 1983 - NORTH ZONE, AS OBTAINED BY GPS OBSERVATION (REFERENCE FRAME: NAD\_83(2011)EPOCH2010.600).

THIS PLAT DOES NOT REPRESENT A GUARANTEE OF TITLE. I DID NOT CONDUCT EXTENSIVE TITLE RESEARCH. NO COPIES OF SURVEY RECORDS WERE PROVIDED AND NOT NECESSARILY ALL ARE SHOWN HEREON.

CERTIFICATION:

I, CRAIG T. STIFFLER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF LOUISIANA, HEREBY CERTIFY THIS PLAT REFLECTS AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION AND MONUMENTS ARE AS NOTED. THIS SURVEY CONFORMS TO THE STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS FOR A CLASS "C" SURVEY AS CURRENTLY ADOPTED BY THE LAPEL BOARD UNDER LAC TITLE 45, PART IX, CHAPTER 25.

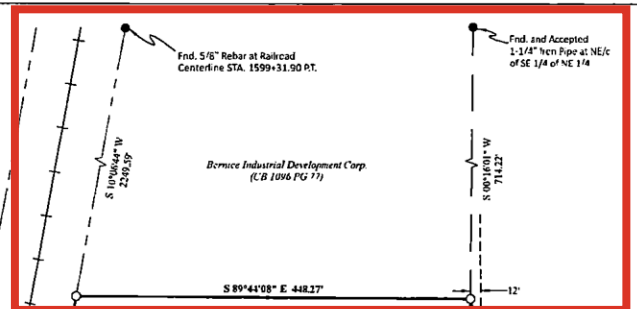
Craig T. Stiffler  
CRAIG T. STIFFLER, P.L.S.  
LOUISIANA LICENSED PROFESSIONAL LAND SURVEYOR NO. 5161



102 WEST BAYOU STREET, SUITE 1  
FARMERSVILLE, LA 71241  
PHONE: 318-982-4090

PROJECT NO. 23-01-11

DATE: 1/20/2023 SCALE: 1" = 100'



COB: 2023-00418918; Page: 10; Filed: 3/13/2023 4:56:17PM [union:]



See Ins. 301669 con. 1095 p. 188 for  
not. correction 2/21/01  
See Instrument # 301819 con. 1096 p. 77  
for Act of Conveyance  
STATE OF LOUISIANA

PARISH OF UNION

No.	297759
Filed for Record in Conveyance	
Book No.	1076 Page 293
June 7, 2000	
at 4:00 O'Clock	P M
J. R. Taylor Clerk District Court, Union Parish, LA	

DEED

BE IT KNOWN, that this day before me, the undersigned Notary Public, in and for the Parish/County and State as set forth below, duly commissioned and sworn, came and appeared: DORIS L. GASTON, whose TAX # is [REDACTED] 4866 a single woman, domiciled in Union Parish, whose present mailing address is 536 Hwy. 167 North, Bernice, Union Parish, Louisiana 71222, hereinafter called "SELLER"; who declared that she does by these presents, GRANT, BARGAIN, SELL, CONVEY and DELIVER, with full guarantee of title, and with complete transfer and subrogation of all rights and actions of warranty against all former proprietors of the property herein conveyed unto: BERNICE INDUSTRIAL DEVELOPMENT CORPORATION, domiciled in Union Parish, whose present mailing address is Post Office Box 186, Bernice, Union Parish, Louisiana 71222; hereinafter called "PURCHASER," herein represented by DENNIS REEVES, its president; the following described property, to-wit:

Commencing at a 1/2 inch rebar at the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 3, Township 21 North, Range 3 West, Bernice, Union Parish, Louisiana, as per survey of the Bidco Subdivision by Cecil L. Albritton, RLS, dated April 1972; thence run S88°-55'-56"W along an existing old fence line for a distance of 510.14 feet to a 1/2 inch rebar on the East right-of-way line of the Chicago, Rock Island and Pacific Railroad (abandoned); thence run N21°-59'-47"W along said right-of-way for a distance of 153.49 feet to a 1/2 inch rebar; thence run N14°-40'-35"W along said right-of-way for a distance of 160.64 feet to a railroad spike; thence run N07°-15'-59"W along said right-of-way for a distance of 382.33 feet to a 1/2 inch rebar; thence run N00°-55'-42"E along said right-of-way for a distance of 87.43 feet to a 1/2 inch rebar; thence run N03°-06'-07"E along said right-of-way for a distance of 92.34 feet to a 1/2 inch rebar; thence run N06°-22'-00"E along said right-of-way for a distance of 131.49 feet to a 1/2 inch rebar; thence run N09°-05'-08"E along said right-of-way for a distance of 175.77 feet to a 1/2 inch rebar; thence run N10°-08'-36"E along said right-of-way for a distance of 1430.63 feet to a 1/2 inch rebar; thence, leaving said right-of-way, run S87°-53'-58"E along an existing old fence for a distance of 322.35 feet to an existing 1 1/2 inch iron pipe at the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 3, Township 21 North, Range 3 West, as per survey by Marvin T. Bond, RLS, dated June 28, 1960, of the Pratt Addition, Unit 2; thence run S00°-45'-34"E along the section line for a distance of 2548.01 feet back to the point-of-beginning; containing 30.951 acres and being subject to all easements and rights-of-way of record or use.

TO HAVE AND TO HOLD, said described property unto said purchasers, their heirs and assigns forever.

This sale is made for the consideration of the sum of TWENTY-SEVEN THOUSAND EIGHT HUNDRED FIFTY-FIVE AND 90/100 (\$27,855.90) DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged.

The Certificate of Mortgage is hereby waived by the parties, and evidence of the payment of taxes produced.

293



DONE AND PASSED, in the Parish of Union, State of Louisiana, in the presence of the undersigned competent witnesses, and me, Notary, on the 7<sup>th</sup> day of June, 2000.

ATTEST:

William Henry  
Alvin L. Green

Doris L. Gaston  
DORIS L. GASTON

Doris L. Gaston  
NOTARY PUBLIC

DONE AND PASSED, in the Parish of Union, State of Louisiana, in the presence of the undersigned competent witnesses, and me, Notary, on the 7<sup>th</sup> day of June, 2000.

ATTEST:

BERNICE INDUSTRIAL  
DEVELOPMENT CORPORATION

Alvin L. Green

BY: Dennis Reeves  
DENNIS REEVES, President

Alvin L. Green

Doris L. Gaston  
NOTARY PUBLIC



STATE OF LOUISIANA

PARISH OF UNION

NOTARIAL ACT OF CORRECTION

BEFORE ME, the undersigned Notary Public in and for the above state and parish,  
herein residing, duly commissioned and qualified, and in the presence of the undersigned  
witnesses, personally came and appeared: LANA PATTON, a Notary Public in and for  
Union Parish, Louisiana, therein residing, who, after being duly sworn, declared and  
acknowledged the following:

Appearer acted as Notary Public on the following, to-wit:

Instrument: Deed  
Between: Doris L. Gaston to Bernice Industrial Development  
Corporation  
Dated: June 7, 2000  
Date filed: June 7, 2000  
Recorded: C.B. 1076, pg. 293, #297759  
Parish Recorded: Union Parish

No. 301669	
Filed for Record in Conveyance	
Book No. 1095	Page 188
Feb. 21, 2001	
at 11:55 O'Clock A.M.	
[Signature]	
Notary Public, Union Parish, Louisiana	

Through error and inadvertence, the mineral reservation was left off the property  
conveyed. Now, in order to correct the erroneous description, appearer desires to amend  
the legal description in the above described instrument to read as follows, to-wit:

Commencing at a 1/2 inch rebar at the Southeast corner of the Northeast Quarter of the  
Southeast Quarter of Section 3, Township 21 North, Range 3 West, Bernice, Union Parish,  
Louisiana, as per survey of the Bidco Subdivision by Cecil L. Albritton, RLS, dated April  
1972; thence run S88°-55'-56"W along an existing old fence line for a distance of 510.14  
feet to a 1/2 inch rebar on the East right-of-way line of the Chicago, Rock Island and Pacific  
Railroad (abandoned); thence run N21°-59'-47"W along said right-of-way for a distance of  
153.49 feet to a 1/2 inch rebar; thence run N14°-40'-35"W along said right-of-way for a  
distance of 160.64 feet to a railroad spike; thence run N07°-15'-59"W along said right-of-  
way for a distance of 382.33 feet to a 1/2 inch rebar; thence run N00°-55'-42"E along said  
right-of-way for a distance of 87.43 feet to a 1/2 inch rebar; thence run N03°-06'-07"E along  
said right-of-way for a distance of 92.34 feet to a 1/2 inch rebar; thence run N06°-22'-00"E  
along said right-of-way for a distance of 131.49 feet to a 1/2 inch rebar; thence run N09°-  
05'-08"E along said right-of-way for a distance of 175.77 feet to a 1/2 inch rebar; thence run  
N10°-08'-36"E along said right-of-way for a distance of 1430.63 feet to a 1/2 inch rebar;  
thence, leaving said right-of-way, run S87°-53'-58"E along an existing old fence for a  
distance of 322.35 feet to an existing 1 1/2 inch iron pipe at the Northeast corner of the  
Southeast Quarter of the Northeast Quarter of Section 3, Township 21 North, Range 3  
West, as per survey by Marvin T. Bond, RLS, dated June 28, 1960, of the Pratt Addition,  
Unit 2; thence run S00°-45'-34"E along the section line for a distance of 2548.01 feet back  
to the point-of-beginning; containing 30.951 acres and being subject to all easements and  
rights-of-way of record or use.

LESS AND EXCEPT a reservation by vendor of all the oil, gas and other liquid or gaseous  
hydrocarbon minerals located in or under the above described property.



THUS DONE AND SIGNED in Farmerville, Louisiana, before me, Notary, and the  
undersigned witnesses, this 21st day of February, 2001.

WITNESSES:

Muri Patton

Lana Patton  
LANA PATTON

Julie Wade

[Signature]  
NOTARY PUBLIC



ACT OF CORRECTION

UNITED STATES OF AMERICA

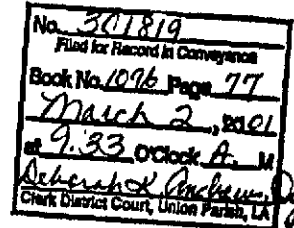
BETWEEN DORIS L. GASTON

STATE OF LOUISIANA

AND

BERNICE INDUSTRIAL  
DEVELOPMENT COPORATION

PARISH OF UNION



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

DORIS L. GASTON, whose Tax Identification Number is [REDACTED], a single woman, whose present mailing address is 536 Hwy. 167N, Bernice, Union Parish, LA 71222, hereinafter referred to as "SELLER"; and

BERNICE INDUSTRIAL DEVELOPMENT COPORATION, whose present mailing address is PO Box 186, Bernice, Union Parish, LA 71222, hereinafter jointly referred to as "PURCHASER"

Who did declare that by Deed dated June 7, 2000 and filed at Bk. 1076, pg. 293, Instrument #297759 of the public records of Union Parish, Louisiana, SELLER did convey to PURCHASER certain property described therein as:

Commencing at a ½ inch rebar at the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 3, Township 21 North, Range 3 West, Bernice, Union Parish, Louisiana, as per survey of the Bidco Subdivision by Cecil L. Albritton, RLS, dated April 1972; thence run S88°-55'-56"W along an existing old fence line for a distance of 510.14 feet to a ½ inch rebar on the East right-of-way line of the Chicago, Rock Island and Pacific Railroad (abandoned); thence run N21°-59'-47"W along said right-of-way for a distance of 153.49 feet to a ½ inch rebar; thence run N14°-40'-35"W along said right-of-way for a distance of 160.64 feet to a railroad spike; thence run N07°-15'-59"W along said right-of-way for a distance of 382.33 feet to a ½ inch rebar; thence run N00°-55'-42"E along said right-of-way for a distance of 87.43 feet to a ½ inch rebar; thence run N03°-06'-07"E along said right-of-way for a distance of 92.34 feet to a ½ inch rebar; thence run N06°-22'-00"E along said right-of-way for a distance of 131.49 feet to a ½ inch rebar; thence run N09°-05'-08"E along said right-of-way for a distance of 175.77 feet to a ½ inch rebar; thence run N10°-08'-36"E along said right-of-way for a distance of 1430.63 feet to a ½ inch rebar; thence, leaving said right-of-way, run S87°-53'-58"E along an existing old fence for a distance of 322.35 feet to an existing 1 ½ inch iron pipe at the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 3, Township 21 North, Range 3 West, as per survey by Marvin T. Bond, RLS, dated June 28, 1960, of the Pratt Addition, Unit 2; thence run S00°-45'-34"E along the section line for a distance of 2548.01 feet back to the point-of-beginning; containing 30.951 acres and being subject to all easements and rights-of-way of record or use.

SELLER and PURCHASER acknowledge that the June 7, 2000 Deed erroneously described the property as sold with minerals, when in fact, there was a mineral reservation. In all other respects the property was properly described.

SELLER and PURCHASER therefore declare that the correct description of the property conveyed by the June 7, 2000 Deed is as follows:

Commencing at a ½ inch rebar at the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 3, Township 21 North, Range 3 West, Bernice, Union Parish, Louisiana, as per survey of the Bidco Subdivision by Cecil L. Albritton, RLS, dated April 1972; thence run S88°-55'-56"W along an existing old fence line for a distance of 510.14 feet to a ½ inch rebar on the East right-of-way line of the Chicago, Rock Island and Pacific Railroad (abandoned); thence run N21°-59'-47"W along said right-of-way for a distance of 153.49 feet to a ½ inch rebar; thence run N14°-40'-35"W along said right-of-way for a distance of 160.64 feet to a railroad spike; thence run N07°-15'-59"W along said right-of-way

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for a distance of 382.33 feet to a ½ inch rebar; thence run N00°-55'-42"E along said right-of-way for a distance of 87.43 feet to a ½ inch rebar; thence run N03°-06'-07"E along said right-of-way for a distance of 92.34 feet to a ½ inch rebar; thence run N06°-22'-00"E along said right-of-way for a distance of 131.49 feet to a ½ inch rebar; thence run N09°-05'-08"E along said right-of-way for a distance of 175.77 feet to a ½ inch rebar; thence run N10°-08'-36"E along said right-of-way for a distance of 1430.63 feet to a ½ inch rebar; thence, leaving said right-of-way, run S87°-53'-58"E along an existing old fence for a distance of 322.35 feet to an existing 1 ½ inch iron pipe at the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 3, Township 21 North, Range 3 West, as per survey by Marvin T. Bond, RLS, dated June 28, 1960, of the Pratt Addition, Unit 2; thence run S00°-45'-34"E along the section line for a distance of 2548.01 feet back to the point-of-beginning; containing 30.951 acres and being subject to all easements and rights-of-way of record or use.

LESS AND EXCEPT a reservation by vendor of all the oil, gas and other liquid or gaseous hydrocarbon minerals located in or under the above described property.

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

THUS DONE AND PASSED on this the 1<sup>st</sup> day of March 2001 at Bernice, Union Parish, State of Louisiana, in the presence of the undersigned Notary Public, qualified in said state and parish, and the undersigned witnesses, who have signed with me after due reading of the whole.

WITNESSES:

Melba Ober

Doris L. Gaston  
DORIS L. GASTON

Minna Patten

Doris L. Gaston  
NOTARY PUBLIC

THUS DONE AND PASSED on this the 1<sup>st</sup> day of March 2001 at Bernice, Union Parish, State of Louisiana, in the presence of the undersigned Notary Public, qualified in said state and parish, and the undersigned witnesses, who have signed with me after due reading of the whole.

WITNESSES:

BERNICE INDUSTRIAL  
DEVELOPMENT CORPORATION

Jo Ann Williams  
Velvet Roberts

BY: Dennis Reeves  
DENNIS REEVES - PRESIDENT

Doris L. Gaston  
NOTARY PUBLIC



# UNION Parish Recording Page

DODI EUBANKS  
CLERK OF COURT  
100 EAST BAYOU STREET  
SUITE 105  
Farmerville, LA 71241  
(318) 368-3055

**Received From :**  
DAWN FRASIER  
P.O. BOX 386  
FARMERVILLE, LA 71241

**First VENDOR**  
BERNICE INDUSTRIAL DEVELOPMENT CORPORATION

**First VENDEE**  
MALONE PROPERTIES INC

**Index Type :** CONVEYANCE  
**Type of Document :** SALE

**File Number :** 2023-00418918

**Recording Pages :** 10

## Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for UNION Parish, Louisiana.

  
Clerk of Court

**On (Recorded Date) :** 03/13/2023

**At (Recorded Time) :** 3:56:17PM



**Doc ID -** 003998070010

**Return To :** DAWN FRASIER  
P.O. BOX 386  
FARMERVILLE, LA 71241



COB: 2023-00418918; Page: 1; Filed: 3/13/2023 4:56:17PM



STATE OF LOUISIANA

PARISH OF UNION

**ACT OF CASH SALE (IMMOVABLES AS IS)**

BE IT KNOWN that on the date set below before the undersigned, Notary Publics, duly commissioned and qualified, and in the presence of the undersigned witnesses, personally came and appeared:

**BERNICE INDUSTRIAL DEVELOPMENT CORPORATION**, whose Tax Identification Number is XX-XXX-8324 herein represented by Michael Brandon, its' President, duly authorized as per attached Resolution, domiciled in Union Parish, whose present mailing address is P O Box 633, Bernice, LA 71222; hereafter referred to as "SELLER";

Who declared that for the price of TWO HUNDRED THOUSAND AND NO/100 (\$200,000.00) DOLLARS cash, receipt of which is acknowledged, SELLER hereby sells and delivers with full warranty of title and subrogation to all rights and actions of warranty SELLER may have, unto:

**MALONE PROPERTIES INC**, whose Tax Identification Number is XX-XXX4371, a Utah based corporation authorized to do business in the State of Louisiana, whose present mailing address is P O Box 429, Bountiful, UT 84011, represented herein by it duly authorized Vice President, ROBERT KEITH ARIOTTI, pursuant to Resolution recorded in Conveyance Book 1311, page 436, records of Union Parish, Louisiana, hereafter referred to as "PURCHASER";

the following described property; with all its component parts, including all rights, ways, privileges, servitudes and appurtenances thereto belonging, the possession of which PURCHASER acknowledges:

A tract of land situated in the Northeast 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 21 North, Range 3 West, Town of Bernice, Land District North of Red River, Union Parish, Louisiana, and being more particularly described as follows:

Commencing at a 3/4 inch iron pipe found at the Southeast corner of Section 3, T21N, R3W; thence North 00 degrees 16 minutes 01 second East along the East line of said Section 3, a distance of 1547.53 feet to a MAG nail set in the center of "Pisgah Church Road" (asphalt) and the POINT OF BEGINNING of herein described tract (being referenced by a 5/8 inch rebar set North 00 degrees 16 minutes 01 second East, 33.95 feet); thence along the said center of "Pisgah Church Road" on the following courses:

North 86 degrees 18 minutes 12 seconds West, 107.40 feet to a point;

North 85 degrees 04 minutes 52 seconds West, 214.43 feet to a point;

North 86 degrees 56 minutes 50 seconds West, 81.25 feet to a point;

South 89 degrees 41 minutes 02 seconds West, 61.12 feet to a point;



South 87 degrees 57 minutes 54 seconds West, 63.56 feet to a point;

South 84 degrees 56 minutes 18 seconds West, 40.34 feet to a MAG nail set on the Easterly right of way of the Chicago, Rock Island and Pacific Railway (abandoned) as shown on plat of survey by Frank W. Miller, P.L.S., dated October 2004 (being referenced by a 5/8 inch rebar set North 12 degrees 21 minutes 20 seconds West, 40.38 feet);

Thence leave said road and run along the said Easterly right of way of the CRI&P Railway on the following courses:

Along a curve to the right, having a radius = 1860.10 feet, arc length = 749.61 feet and chord = North 01 degree 25 minutes 57 seconds West, 744.54 feet to a 5/8 inch rebar found at the P.C. of said curve;

North 10 degrees 06 minutes 44 seconds East, 822.78 feet to a 5/8 inch rebar set thereon;

Thence leave said railway right of way and run South 89 degrees 44 minutes 08 seconds East, a distance of 448.27 feet to a 5/8 inch rebar set on the said East line of Section 3; thence South 00 degrees 16 minutes 01 second West along the said East line of Section 3, a distance of 1575.74 feet to the POINT OF BEGINNING, containing 20.00 acres and being subject to any easements, servitudes or rights of way thereon and/or of record.

Bearings are relative to grid bearings of the Louisiana Coordinate System of 1983 – North Zone as obtained by GPS observation (Reference Frame: NAD\_83(2011)(EPOCH:2010.0000).

The above described tract is more fully shown on plat of survey by Craig T. Stiffler, P.L.S. and Delta Land Surveying, L.L.C., dated 1-20-2023 (Project No. 23-01-11).

AND

A. Right of First Refusal if BIDCO decides to sell or receives an offer to buy any parcel of the remaining BIDCO property that immediately joins and is adjacent to the 20 acres purchased herein, MALONE shall have a right of first refusal, subject to the following, to wit:

- a. MALONE must at least match the offered price and this is subject to the other company bidding against them after it matches their offer, basically highest bidder receives property.
- b. MALONE is actively involved in job producing industry on the 20 acres of the industrial park already sold to them at the time of the offer.
- c. MALONE shows an economic plan that the use of the additional adjoining property would benefit the job market of Bernice in the near future as defined by next 3 years.
- d. MALONE will have 30 days from date of notice to make or decline such offer after which if declined or no action taken, it can be offered to next party without any rights on MALONE'S behalf.



- e. IMPORTANT NOTE: This right of first refusal only involves any future divided parcel/portion of the industrial park that immediately touches the 20 acres. It does not apply to the whole industrial park. If BIDCO sells a portion of the industrial park that doesn't touch the 20 acre parcel, BIDCO will have no obligation to give MALONE a right of first refusal.
- f. The exception to this adjoining land right of first refusal is the land immediately on Hwy 167, and all land west of the 20 acre tract sold herein.
- g. MALONE requests and is granted right to put a sign on the 167 Hwy frontage that will not interfere with future construction and be subject to be easily moved in the event that it blocks future construction.

The property to be conveyed has as its address Pisgah Church Rd., Bernice, LA 71222.

GRANTOR hereby disclaims any warranty, guaranty or representation oral or written, past, present or future, of, as to, or concerning, (i) the nature and condition of the PROPERTY, including the suitability thereof for any and all activities and uses which GRANTEE may elect to conduct thereon; (ii) the existence of any environmental hazards or conditions thereon (including the presence of asbestos) or compliance with all applicable laws, rules or regulation; and (iii) the compliance of the PROPERTY or its operation with any laws, made on an "AS IS," "WHERE IS" BASIS, and GRANTEE expressly acknowledges that, except as to title to the PROPERTY, GRANTOR makes no warranty or representation express or implied, or arising by operation of law, including but not limited to any warranty of condition, habitability, merchantability or fitness for a particular purpose, in respect of the PROPERTY.

GRANTEE agrees that GRANTOR, except as to warranty of title, shall not be responsible or liable to GRANTEE for any construction defect, errors, omissions or on account of any other conditions affecting the PROPERTY, as GRANTEE is purchasing the PROPERTY AS IS, WHERE IS and WITH ALL DEFECTS AND VICES, WHETHER LATENT OR APPARENT, KNOWN OR UNKNOWN. Except as to the warranty of title, GRANTEE hereby fully releases GRANTOR, its employees, officers, directors, partners, representatives and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its employees, officers, directors, partners, representatives and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any construction defects, errors, omission, or other conditions affecting the PROPERTY. GRANTEE further acknowledges and agrees that this release shall be given full force and effect, according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and unsuspected claims, damages and caused of action. GRANTEE expressly waives the warranty of fitness and warranty against redhibitory vices imposed by La Civil Code Ann arts 2475, 2524 or any other applicable state or federal law. GRANTEE further waives any rights it may have in redhibition or to a reduction in or restitution of purchase price and revenues and/or costs pursuant to La Civil Code Ann arts 2520 to 2548, inclusive, in connection with the purchase of the PROPERTY. GRANTEE expressly acknowledges such waivers and GRANTEE'S express exercise of its rights to waive warranty pursuant to Louisiana Civil Code Article 2548. GRANTEE acknowledges that this provision has been called to GRANTEE'S attention and explained to GRANTEE.

GRANTEE'S INITIALS: by  MP  
RKA



Taxes for the current year will be Assumed. In accordance with La. R.S. 9:2721, notice is given that the PURCHASER first named above is designated as the party to whom all property tax and assessment notices are to be mailed, said notices to be sent to the address shown above for said PURCHASER.

All parties signing the within instrument have declared themselves to be of full legal capacity and have declared that the name, marital status, domicile and address of each is correct as set forth above.

All agreements and stipulations herein and all the obligations assumed herein shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties, and the PURCHASER, PURCHASER's heirs and assigns shall have and hold the described property in full ownership forever.

Appearers recognize that, except to the extent separately certified in writing, no title examination of said property has been performed by any undersigned Notary.


In accordance with Louisiana La. R.S. 37:1469 all parties to this contract or agreement are hereby notified, and all acknowledge, that there is a statewide database available to them listing those individuals required to register under La. R.S. 15:540 (certain sex offenders) and providing their locations and other information. The telephone number of this database is 1-800-858-0551 and its internet address is [www.lasocpr.lsp.org/socpr](http://www.lasocpr.lsp.org/socpr).

This instrument may be executed in multiple originals and joined together to create one original.

THUS DONE AND PASSED at Farmerville, Union Parish, Louisiana, in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary, after due reading of the whole.

WITNESSES:  
Christy Putman  
~~Susan S. Cusimano~~  
Christy Putman  
Lindy Martin  
Print Name: Lindy Martin

BERNICE INDUSTRIAL  
DEVELOPMENT CORPORATION  
by: Michael Brandon  
MICHAEL BRANDON

  
NOTARY PUBLIC  
Printed Name: Joseph A. Cusimano, Jr.  
In and For Union Parish, Louisiana  
Bar Roll No. 04683  
Commission Expires: At Death

COB: 2023-00418918; Page: 5; Filed: 3/13/2023 4:56:17PM [union:]



THUS DONE AND PASSED at City of Draper, State of Utah, in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary, after due reading of the whole.

WITNESSES:

Sign Name:

Print Name:

[Signature]  
Jessica Schoonfeld

Sign Name:

Print Name:

[Signature]  
Lori Ruse

MALONE PROPERTIES INC.

by:

[Signature]  
ROBERT KEITH ARIOTTI

[Signature]

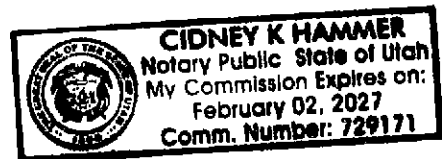
NOTARY PUBLIC

Printed Name:

Bar Roll or Notary ID No.

Commission Expires:

Cidney K Hammer  
729171  
2-2-27





**GENERAL MEETING**

**December 5, 2022**

**5:00 P.M.**

**WELCOME** Michael Brandon

**Board Members Present**

- |                  |                     |               |
|------------------|---------------------|---------------|
| 1. Robin Adams   | 4. Minor Patton     | 7. Clyde Hays |
| 2. Cathy Buckley | 5. Michael Brandon  | 8.            |
| 3. Gene Terral   | 6. Danielle Harkins | 9.            |

**Board Members Absent**

- |                  |                     |
|------------------|---------------------|
| 1. Gretchen Till | 2. Mildred Ferguson |
|------------------|---------------------|

**Advisory Board Members Present**

- |                  |    |    |
|------------------|----|----|
| 1. Lynda Baldwin | 2. | 3. |
|------------------|----|----|

**Advisory Board Members Absent**

- |               |                 |    |
|---------------|-----------------|----|
| 1. Ben Walton | 2. Connie Urrey | 3. |
|---------------|-----------------|----|

**BIDCO General Members Present:**

- |                    |    |
|--------------------|----|
| 1. Deborah Brandon | 4. |
| 2.                 |    |
| 3.                 |    |

**Guests Present**

- |         |
|---------|
| 1. None |
| 2.      |
| 3.      |

**NEW BUSINESS - MICHAEL BRANDON**

Mr. Brandon reported to the Board that Mr. Carl Malone would like to purchase property at the Industrial Park. It was noted that he would like to also have the mineral rights with the purchase. After discussion, Mr. Patton made a motion, seconded by Mr. Hays, to allow Mr. Brandon to negotiate a deal for the sale of the property asking that BIDCO retain the mineral rights. The motion carried.

Mr. Patton made a motion, seconded by Ms. Buckley, to authorize Mr. Brandon to accept a sale agreement of \$200,000.00 for 20 acres with Mr. Carl Malone and to sign all paperwork concerning the sale. The motion carried.

**Adjourn**

A motion to adjourn was made by Mr. Minor Patton and seconded by Mr. Clyde Hays. The motion passed unanimously.

COB: 2023-00418918 Page 7; Filed: 3/13/2023 4:56:17PM [union:]





BERNICE INDUSTRIAL DEVELOPMENT CORP.  
P.O. BOX 633  
BERNICE, LA 71222

March 7, 2023

I, Robin Adams, Secretary for Bernice Industrial Development Corporation do hereby certify that the above and foregoing Board minutes are a true and correct copy of the Board minutes and Resolution passed at the 12/5/2022 meeting.

Robin Adams,  
Secretary

COB: 2023-00418918; Page: 8; Filed: 3/13/2023 4:56:17PM [union:]





BERNICE INDUSTRIAL DEVELOPMENT CORP.  
P.O. BOX 633  
BERNICE, LA 71222

March 7, 2023

I, Robin Adams, Secretary for Bernice Industrial Development Corporation do hereby certify that the above and foregoing Board minutes are a true and correct copy of the Board minutes and Resolution passed at the 12/5/2022 meeting.

Robin Adams,  
Secretary

COB: 2023-00418918; Page: 9; Filed: 3/13/2023 4:56:17PM [union:]



PLAT OF SURVEY FOR MALONE PROPERTIES, INC.

SURVEYED AT THE REQUEST OF ROB ARIOTTI FOR PROPOSED CONVEYANCE.  
BEING LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3,  
TOWNSHIP 21 NORTH, RANGE 3 WEST, LAND DISTRICT NORTH OF RED RIVER, TOWN OF BERNICE, UNION PARISH, LOUISIANA

LEGEND

- Set 5/8" Rebar
- △ Set MAG Nail
- Found 5/8" Rebar (Unless Noted)
- Point Not Set
- Center of Road
- Right of Way
- Center of Railroad
- 6" Chainlink Fence (Unless Noted)
- Overhead Electric
- Building
- Edge of Gravel Driveway
- Section or Aliquot Line
- Approximate Location of Pond
- P.C. Point of Curvature
- P.T. Point of Tangency



COURSES ALONG CENTER OF PISGAH CHURCH ROAD		
LINE	BEARING	DISTANCE
L1	N 89°18'12" W	107.40'
L2	N 89°04'55" W	214.43'
L3	N 86°56'50" W	81.25'
L4	S 89°41'02" W	61.12'
L5	S 87°57'53" W	63.56'
L6	S 84°56'16" W	40.38'

Flood Zone:

For FEMA FIRM Community Panel No. 22111C0325D for Bernice, Union Parish, LA (NPIC Community No. 220314), effective date 7-4-2011, the Subject Property is located within Flood Zone 'X'. This is NOT a Special Flood Hazard Area, however, the property may still be subject to unmapped flood hazards.

Reference Surveys (Non-Comprehensive List):

- Retracement survey of abandoned railroad right of way of the former Chicago, Rock Island and Pacific Railway Co., Main Line Louisiana Division by Frank W. Miller, P.L.S., dated October 2004.
- Right of Way and Track Map for the Chicago, Rock Island and Pacific Railway Co., Arkansas-Louisiana State Line to Packtown, LA, dated June 30, 1915.

NOTES

BASIS OF BEARINGS:  
RELATIVE TO GRID BEARINGS OF LOUISIANA COORDINATE SYSTEM OF 1983 - NORTH ZONE, AS OBTAINED BY GPS OBSERVATION (REFERENCE FRAME: NAD\_83(2011)EPOCH2010.600).

THIS PLAT DOES NOT REPRESENT A GUARANTEE OF TITLE. I DID NOT CONDUCT EXTENSIVE TITLE RESEARCH. NO COPIES OF SURVEY RECORDS WERE PROVIDED AND NOT NECESSARILY ALL ARE SHOWN HEREON.

CERTIFICATION:

I, CRAIG T. STIFFLER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF LOUISIANA, HEREBY CERTIFY THIS PLAT REFLECTS AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION AND MONUMENTS ARE AS NOTED. THIS SURVEY CONFORMS TO THE STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS FOR A CLASS "C" SURVEY AS CURRENTLY ADOPTED BY THE LAPELS BOARD UNDER LAC TITLE 48, PART IX, CHAPTER 25.

Craig T. Stiffler  
CRAIG T. STIFFLER, P.L.S.  
LOUISIANA LICENSED PROFESSIONAL  
LAND SURVEYOR NO. 5161



102 WEST BAYOU STREET, SUITE 1  
FARMERSVILLE, LA 71241  
PHONE: 318-982-4090  
PROJECT NO. 23-01-11  
DATE: 1/20/2023 SCALE: 1" = 100'

COB: 2023-00418918; Page: 10; Filed: 3/13/2023 4:56:17PM [union:]





## LED Partial Title Abstract

### Union Parish

BIDCO Site

Assessment Number 4044002301

**130 acres more or less in Sec.2 T21N, R3W**

**Dates Researched: January 1934– February 7, 2025**

**Current Ownership:**

**Bernice Industrial Development Corporation 100%**

<b>Instrument 1</b>	<b>Succession</b>
<b>Entity Acquiring Property</b>	<b>Sydna Pratt (Hazel Pratt Woodard – Tutrix)</b>
<b>Owner of Property when Acquired</b>	<b>Emma Ferguson Pratt</b>
File Number	435573
Acreage/Lot #	200 acres -in Sections 1 and 2 T21N R3W
Location	Sec. 2 T21N R3W
Date Acquired/Recorded	Signed August 15, 1952 and recorded on 5/4/1971
Notes:	
<b>Instrument 2</b>	<b>Right of Way</b>
<b>Entity Acquiring Property</b>	<b>Arkansas Louisiana Gas Company</b>
<b>Owner of Property when Acquired</b>	<b>Sydna Pratt</b>
File Number	0000-00116022(208/324)
Acreage/Lot #	N ½ of SW ¼
Location	Sec. 2 T21N R3W
Date Acquired/Recorded	9/17/1960
Notes:	
<b>Instrument 3</b>	<b>Right of Way</b>
<b>Entity Acquiring Property</b>	<b>Curtis Milner</b>
<b>Owner of Property when Acquired</b>	<b>Mrs. Kuykendall (Sydna Pratt)</b>
File Number	121158(217/551)
Acreage/Lot #	
Location	Sec. 2 T21N R3W
Date Acquired/Recorded	4/16/1962
Notes:	Build a right of way passage



<b>Instrument 4</b>	<b>Cash Sale/Sell Off</b>
<b>Entity Acquiring Property</b>	<b>Willie Jo McCallum</b>
<b>Owner of Property when Acquired</b>	<b>Sydna Pratt Kuykendall</b>
File Number	<b>129903 (238-356)</b>
Acreage/Lot #	See description in sale
Location	Sec. 2 T21N R3W
Date Acquired/Recorded	8/26/1964
Notes:	
<b>Instrument 5</b>	<b>Cash Sale/Sell Off</b>
<b>Entity Acquiring Property</b>	<b>Walker E. Denahm</b>
<b>Owner of Property when Acquired</b>	<b>Sydna Pratt Kuykendall</b>
File Number	<b>134074 (246/527)</b>
Acreage/Lot #	.5 acres more or less
Location	Sec. 2 T21N R3W
Date Acquired/Recorded	11/17/1965
Notes:	
<b>Instrument 6</b>	<b>Cash Sale</b>
<b>Entity Acquiring Property</b>	<b>Bernice Industrial Development Corporation, Inc.</b>
<b>Owner of Property when Acquired</b>	<b>Sydna Pratt Kuykendall</b>
File Number	<b>150693 (280/773)</b>
Acreage/Lot #	154 ½ acres more or less
Location	Sec. 2 T21N R3W
Date Acquired/Recorded	4/27/1971
Notes:	
<b>Instrument 7</b>	<b>Donation/Sell Off</b>
<b>Entity Acquiring Property</b>	<b>Bernice Youth Program, Inc.</b>
<b>Owner of Property when Acquired</b>	<b>Bernice Industrial Development Corporation, Inc.</b>
File Number	<b>2003-00313232 (1125/130)</b>
Acreage/Lot #	15 acres more or less
Location	Sec. 2 T21N R3W
Date Acquired/Recorded	3/12/2003
Notes:	
<b>Instrument 8</b>	<b>Donation/Sell Off</b>
<b>Entity Acquiring Property</b>	<b>R B &amp; M Forest Products, Inc.</b>
<b>Owner of Property when Acquired</b>	<b>Bernice Industrial Development Corporation, Inc.</b>
File Number	<b>2007-00340790 (1184/605)</b>
Acreage/Lot #	10.0006 acres more or less
Location	Sec. 2 T21N R3W
Date Acquired/Recorded	8/2/2007



### Mortgages/Liens

Mortgage Certificate	Unknown
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### Maps/Plats Provided

BIDCO Subdivision	Plat showing 150.25 acres (as possessed)
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### Ownership Names Researched

Name	Dates Researched
A. Franklin Pratt	1934-1943
Emma Ferguson Pratt	1943-1971
Hazel Pratt Woodard, Tutrix of Sydna Pratt	1943-1971
Sydna Pratt and Sydna Pratt Kuykendall	1943-1971
Bernice Industrial Development Corporation	1971 to Present

### Tax Information

Parish	Union Parish
Tax Year	2025
Assessed Ownership	Bernice Industrial Development Corp.
Assessment Number	4044002301
Municipal Address	N/A



Tax Year 2025

(Uncertified)

**Property Owner****Name:** BERNICE INDUSTRIAL  
DEVELOPMENT CORP.**Mailing Address:** C/O GRETCHEN TILL  
P. O. BOX 186  
BERNICE, LA 71222**Type:** (AV) Agri Use/Vacant**Tax Dist:** (65) Bernice**Millage Rate:** 72.79**Homestead Pct:** 0.00**Special Assessment****Freeze:** No**Property Information****Physical Address:** 0**Subdivision:** BERNICE 8**Block / Lot:** N/A / N/A**S-T-R:** 02-21N-03W**Size (Acres):** 130.000

**Extended Legal:** \*\*\*old asmt no 4044002301\*\*\* S 1/2 NW AND N 1/2 SW SEC. 2 T21N R3W, LESS 5 ACRES  
SOLD TO WILLIE JOE MCCALLUM IN BOOK 238 PAGE 356, LESS .5 ACRE SOLD TO WALKER  
E. DENHAM IN BOOK 246 PAGE 527, CONTAINING 154 1/2 ACRES LESS 15 ACRES, LESS  
10.006 ACRES TO R B & M FOREST PRODUCTS, INC. . 280-773 1125-130(DONATION) 1184-  
605

**Deed Transfers:**

Date	Book	Page	Deed Type	Est. Sale	Grantee
12/7/2001	280	773	CASH DEED	\$34,762	BERNICE INDUSTRIAL DEVELOPMENT CORP.

**Not a Legal Document.**

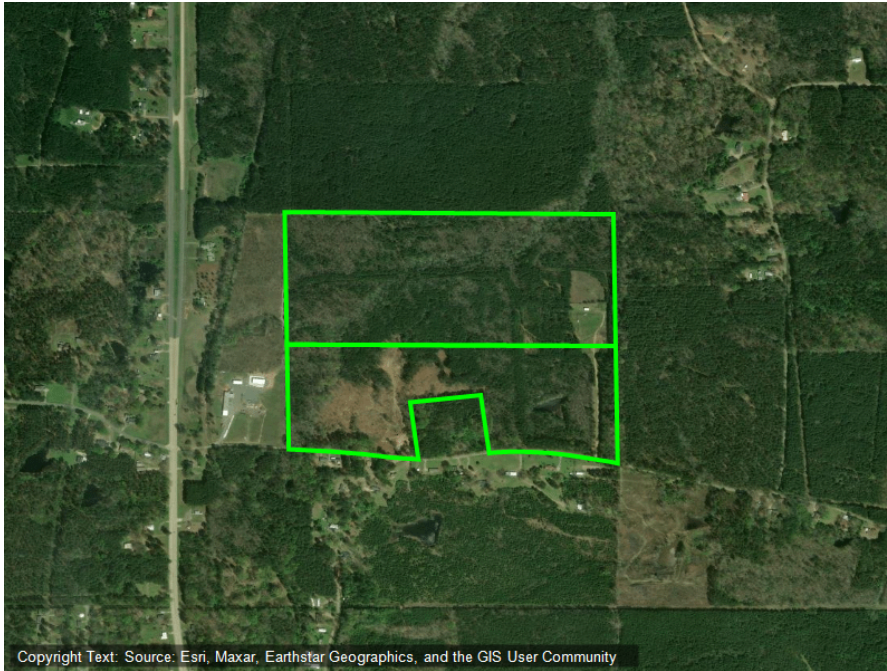
Subject to terms and conditions.

[www.actDataScout.com](http://www.actDataScout.com)



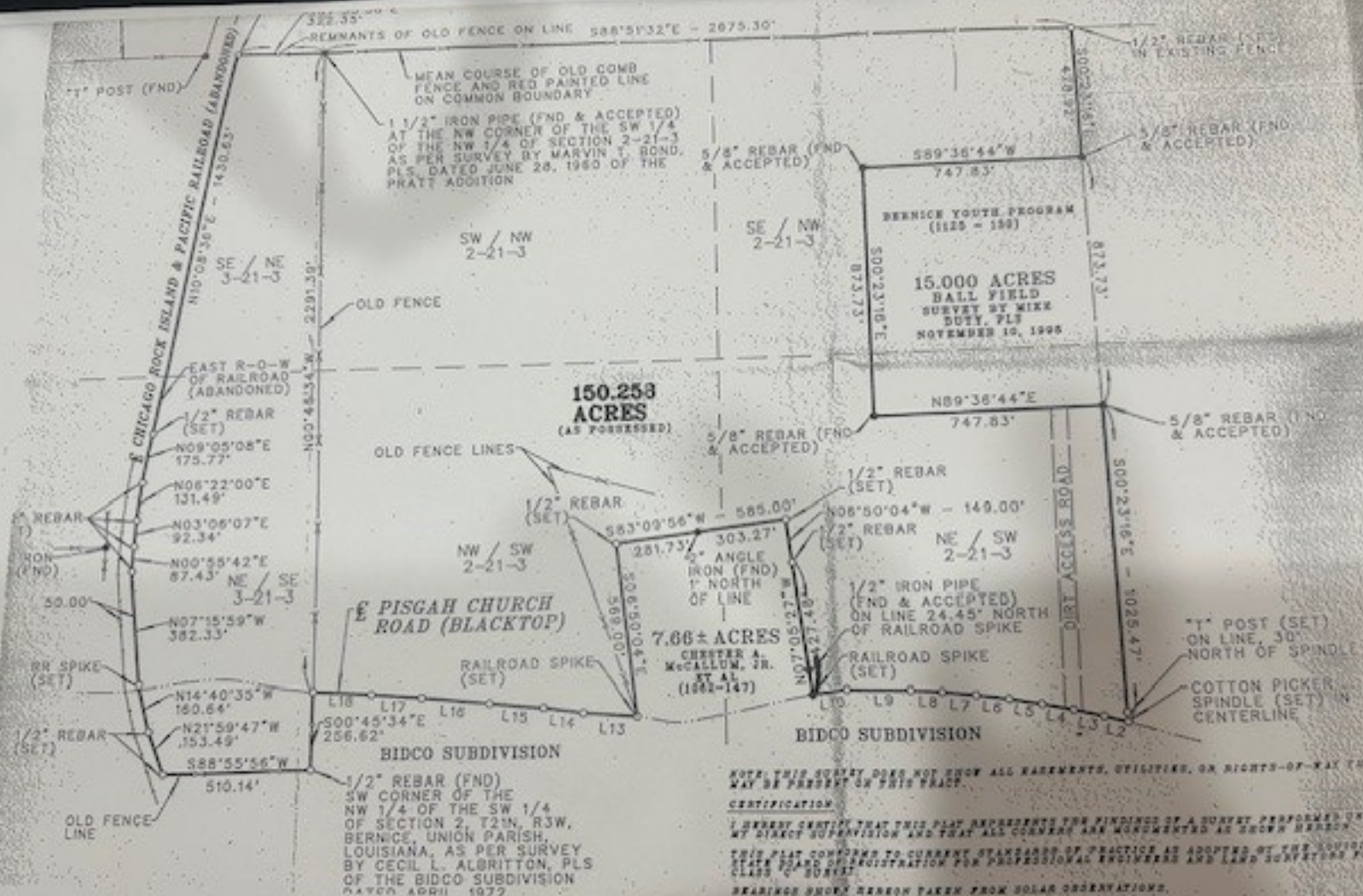
**Map:**

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Copyright Text: Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community





NOTE: THIS SURVEY DOES NOT SHOW ALL REMNANTS, UTILITIES, OR RIGHTS-OF-WAY THAT MAY BE PRESENT ON THIS TRACT.

**CERTIFICATION**

I HEREBY CERTIFY THAT THIS PLAN REPRESENTS THE FINDINGS OF A SURVEY PERFORMED UNDER MY DIRECT SUPERVISION AND THAT ALL CORNERS ARE MONUMENTED AS SHOWN HEREON.

THIS PLAN CONFORMS TO CURRENT STANDARDS OF PRACTICE AS ADOPTED BY THE LOUISIANA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR A CLASS "C" SURVEY.

BEARINGS WERE TAKEN FROM SOLAR OBSERVATIONS.



SUCCESSION OF

STATE OF LOUISIANA

MRS. EMMA FERGUSON PRATT, DEC.

PARISH OF UNION

NO. 2646 PROBATE DOCKET

THIRD DISTRICT COURT

## J U D G M E N T.

Considering the above and foregoing petition, affidavits, inventory, rule and the answer of the Tax Collector on file herein, and the law and the evidence being in favor hereof:

IT IS ORDERED, ADJUDGED AND DECREED that the inventory made and filed herein be and the same is hereby approved and homologated; and that the inheritance tax due by the Estate of Mrs. Emma Ferguson Pratt, deceased be and the same is hereby fixed at the sum of \$97.44.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that an administration of the estate of Mrs. Emma Ferguson Pratt is unnecessary; and that Sydna Pratt, minor, be and she is hereby recognized and sent into possession of all of the property, real and personal, left by the decedent, Mrs. Emma Ferguson Pratt, particularly the following described property located in Union Parish, Louisiana, to-wit:

SE $\frac{1}{4}$  of NW $\frac{1}{4}$  Section 1, and N $\frac{1}{2}$  of SW $\frac{1}{4}$  and S $\frac{1}{2}$  of NW $\frac{1}{4}$  Section 2, Township 21 North, Range 3 West, containing 200 acres, more or less.

All of the money on checking account, and Time Certificate of deposit No. 5435, in the name of Mrs. Emma Ferguson Pratt, in The Bank of Bernice, Bernice, Louisiana;

All stock in The Bank of Bernice, owned by the decedent, Mrs. Emma Ferguson Pratt,

as well as any and all other property of every kind and nature left by said decedent.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Mrs. Hazel Pratt Woodward, mother and Natural Tutrix of the minor, Sydna Pratt, be and she is hereby authorized to pay, by check, out of the checking account now on deposit in The Bank of Bernice, Bernice, Louisiana, the following items, viz:

G.M. Edwards, Tax Collector (Inheritance tax) . . .	\$97.44
Dr. C.C. Colvin, doctor's bill . . . . .	280.40
Miller Drug Store, Bernice, La. . . . .	1.79
Household servants of Mrs. Emma Pratt . . . . .	15.00
L.B. Baughman, Clerk of Court, Court costs . . .	10.00
Hazel Pratt Woodward, Nat. Tutrix . . . . .	200.00
J.R. Dawkins, Attorney fee . . . . .	120.00

and The Bank of Bernice, is hereby authorized and directed to



honor and pay such checks covering said items.

IT IS FINALLY ORDERED, ADJUDGED AND DECREED that the minor, Sydna Pratt be and she is hereby recognized to be the sole and only heir of Mrs. Emma Ferguson Pratt, deceased; and as such, she is decreed to be the full and absolute owner of all of the property left by said decedent.

THUS DONE AND SIGNED in Chambers on this the 15<sup>th</sup> day of August, A.D. 1952.

*E. L. Nalley*  
DISTRICT JUDGE \* UNION PARISH, LA.

COB: 435573; Page: 2; Filed: 5/4/1971 1:00:00AM [union:]

No. <u>P. D. 2646</u>	
Filed for Record in Conveyance	
Book No. ....	Page .....
<u>may 4</u> 19 <u>51</u>	
at <u>3:15</u> O'Clock <u>P.</u> M.	
<i>One Dumbley</i>	
Clerk District Court, Union Parish, LA.	



No. 116022  
 Sydna Pratt, et al  
 To - Right of Way  
 Arkansas Louisiana Gas Co.

ARKANSAS LOUISIANA GAS COMPANY

RW 17430-A

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR & O.V.C. Dollars, to us in hand paid, receipt of which is hereby acknowledged, The undersigned do hereby grant to the Arkansas Louisiana Gas Company, its successors, or assigns, the right of way to lay, maintain, alter, repair, operate and remove pipe lines for the transportation of oil or gas, or products of oil or gas, and erect, maintain and operate telegraph and telephone lines, and to construct Meter Houses and other Appurtenances if the same shall be found necessary on, over and through certain lands situated in Parish of Union, State of LOUISIANA, described as follows:

⊙ N 1/2 of SW 1/4 Sec 2 Twp 21 N. R. 3 W

with ingress and egress to and from the same. The said grantor, heirs or assigns, to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said grantee, who hereby agrees to pay any damages which may arise to crops, timber and fences from laying, maintaining and operating said lines, said damage if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantor, heirs or assigns, one by said grantee, successors or assigns, and the third by the two so appointed as aforesaid, and the award of three such persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time the same consideration shall be paid for each line so laid as was paid for the first line laid.

IN WITNESS WHEREOF, The parties hereto have set their hands and seals, this 29 day of August, A. D., 1960.

Signed, Sealed and Delivered in the presence of:

Sydna Pratt  
 Doyle Ferguson

C. A. McCallum  
 Dan Gresham

THE STATE OF LOUISIANA

Parish of Union

BEFORE ME, the undersigned authority, this day personally appeared C. A. McCallum to me known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn, on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows Sydna Pratt the lessor (or grantor) named in said instrument to be the identical person described therein, and who executed the same, and saw Sydna Pratt sign the same as ---- voluntary act and deed, and that he, the said Sydna Pratt subscribed his name to the same at the same time as an attesting witness.

C. A. McCallum

Sworn to and subscribed before me this 2 day of September, 1960.

Lottie Pepper Green

Notary Public in and for Union Parish,  
 Louisiana.

(Seal)

A true and correct record on this the 17th day of September, A.D. 1960, at 10:10 o'clock A.M.

*By J. J. McCallum*  
 Clerk U. C. &c



No.	121158
Filed for Record in Conveyance	
Book No.	217
Page	164
at	9:00 O'Clock
	19 62
	M.
	<i>John P. Young</i>
	Clerk District Court, Union Parish, La.

STATE OF ARKANSAS

COUNTY OF Hot Spring

KNOW ALL MEN BY THESE PRESENTS:

being the same person as Miss Sydna Bratt  
CAME AND APPEARED, MRS. KENNETH KUYKENDALL, a resident of Poyne,  
Arkansas, who declares that she does by this act and these presents hereby  
grant, convey, transfer and deliver unto CURTIS MILNER, a resident of Bernice,  
Union Parish, Louisiana, a right of way and a right of passage and the right  
to build a passage way over and across,

That part of the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 2, Township  
21 North, Range 3 West, Union Parish, Louisiana, which  
lies and is situated South and East of the Spearsville-  
Bernice Public road, runs through the E $\frac{1}{2}$  of the said  
NW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 2, Township 21 North, Range 3  
West. Said road being on the roadway as now established.

That this right of way and right of passage and the right to build  
a passage way is granted to the said CURTIS MILNER in order to enable the said  
CURTIS MILNER to reach the said road from his property that is located in  
SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 2, Township 21 North, Range 3 West, Union Parish, Louisiana.

That the consideration for this right of way and passage way is the  
sum of One and No/100 (\$1.00) Dollars and other good and valuable consideration,  
the receipt of which is hereby acknowledged.

TO HAVE AND TO HOLD the said servitude unto the said CURTIS MILNER,  
his heirs and assigns for so long as the said CURTIS MILNER, his heirs or  
assigns shall use the same as a passage way.

It being understood that whenever the said CURTIS MILNER, his heirs  
or assigns shall cease to use the said right of way as a passage way or road  
then the same shall revert to the vendor herein, her heirs or assigns.

IN TESTIMONY WHEREOF this instrument is signed on this the 21 day  
of February, 1962, in the presence of J. Elmo Young and  
Mary Ditzig, competent witnesses, and me, the undersigned Notary.

WITNESSES:

*J. Elmo Young*  
*Mary Ditzig*

*Mrs. Kenneth Kuykendall*  
Mrs. Kenneth Kuykendall  
*John P. Young*  
Notary Public

My commission expires: October 23, 1965.

FILED: 121158  
1962 FEB 21 PM 1:11  
CLERK: 0000-0000



Sell Off

BATH'S FORM-CASH SALE DEED-FORM SP-CS-R153

 THE STATE OF LOUISIANA  
 BATH'S FORM-CASH SALE DEED  
 FORM SP-CS-R153

## CASH SALE DEED

STATE OF LOUISIANA

PARISH OF UNION.

BE IT KNOWN, That this day before me

Notary Public in and for said Parish, duly commissioned and sworn, came and appeared

J. M. TALBOT,

 MRS. SYDNA PRATT KUYKENDALL, whose husband is Kenneth Kuykendall  
 with whom she is living undivorced, a resident of Hot Springs, County,  
 Arkansas,

No. 129903
Filed for Record in Conveyance
Book No. 238 Page
August 26, 1964
at 9:46 O'Clock P. M.
See Snell
Clerk District Court, Union Parish, La.

 who declared that she does by these presents, GRANT, BARGAIN, SELL, CONVEY AND DELIVER,  
 with full guarantee of title, and with complete transfer and subrogation of all rights and actions of warranty against all  
 former proprietors of the property herein conveyed unto

WILLIE JO MCCALLUM, A femme sole, a resident of Union Parish, Louisiana,

the following described property, to-wit:

 A certain tract of Land located in the North Half of the SW $\frac{1}{4}$  of Section 2, Township  
 21 North, Range 3 West, Union Parish, Louisiana.

 More Particularly described as beginning at a point 1126.5 (1126.5') feet East and  
 159 feet North Of South West Corner of North Half of South West Quarter of said section  
 2, Township 21 North, Range 3 West; Thence North 83 Degrees 00' E. along public road  
 525 feet; thence North 7 degrees 00' West 420 feet; thence South 83 degrees 00' West 525  
 feet; thence South 7 degrees 00' East 420 feet to the point of beginning, together with  
 all improvements situated thereon or thereunto belonging.

 This being part of the same Property inherited from A. F. Pratt and Mrs. Emma Fer-  
 guson Pratt. (succession Record Book 21, page 85, records of Union Parish, Louisiana.

TO HAVE AND TO HOLD said described property unto said purchaser, her heirs and assigns forever.

This sale is made for the consideration of the sum of (\$4,000.00)

-----Four Thousand &amp; no/100-----

cash in hand paid, the receipt of which is hereby acknowledged.

Dollars

 The names and the description of property used and appearing herein was  
 furnished by the vendor.

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

DONE AND PASSED at my office, in said Parish of Union

in presence of

Leon Westbrook

and

Chester McCallum, Sr.

competent witnesses, on this the

24th

day of

August

A. D. Nineteen Hundred

and Sixty-four.

ATTEST:

 Leon Westbrook  
 Leon Westbrook  
 Chester McCallum, Sr.

 Mrs. Sydna Pratt Kuykendall  
 Mrs. Sydna Pratt Kuykendall

 Willie Jo McCallum  
 Willie Jo McCallum

 U. S. Revenue Stamps attached  
 & canceled \$4.40

 J. M. Talbot  
 J. M. Talbot  
 Notary Public



Sell Off

ARKANSAS, COUNTY OF Hot Spring  
 State of ~~Louisiana~~ ~~Parish~~ ~~Union~~

BE IT KNOWN: That this day, before me,  
 a Notary Public in and for said ~~Louisiana~~ <sup>County</sup> ~~Parish~~, duly commissioned and sworn, came and ap-  
 peared MRS. SYDNA KUYKENDALL (nee Sydna Pratt)

a resident of ~~Union Parish, Louisiana~~

who declared that she does by these presents  
 grant, bargain, sell, convey and deliver, with full guarantee of title and with com-  
 plete transfer and subrogation of all rights and actions of warranty against all  
 former proprietors of the property herein conveyed unto

WALKER E. DENHAM, a resident of Bernice, Union Parish,

Louisiana, a married man, once married and then to

Reatha Denham (nee Reatha Goss) living together and

undivorced

the following described property situated in Union Parish, Louisiana, to-wit:

A certain tract of land located in the N $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section  
 2 Township 21 North, Range 3 West, more particularly described as:  
 BEGINNING at a point 1301.7 feet East of the SW corner of the  
 NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section 2 T 21 N R 3 West; THENCE East  
 105 feet; THENCE North 183 feet to the centerline of public  
 blacktopped road; THENCE South 78 degrees 41 minutes West 107.0 feet  
 along the centerline of said public road; THENCE South 162 feet  
 to the place of beginning, and containing 0.5 acres, more or less.

containing 0.5 acres, more or less, together with all the improvements  
 situated thereon and thereto belonging.

This being the same property vendor acquired ~~from~~ by inheritance

evidenced by deed on record in this office in deed book \_\_\_\_\_ page \_\_\_\_\_



TO HAVE AND TO HOLD said described property unto said purchaser, Walker E. Denham, his  
 heirs and assigns forever.

This sale is made for the consideration of the sum of \_\_\_\_\_

One Thousand and Fifty & no/100 (\$1,050.00)

dollars, cash in hand paid the receipt of which is hereby acknowledged.

The parties hereto waive production of the Certificate of Mortgages required by Article 3364 of the Civil Code and proof of payment of taxes and exonerate me, Notary, from any liability in the premises.

DONE AND PASSED at my office in said County of Letting ~~Parish of Union~~ in presence of  
John Reed Young and Thomas L. Wacker  
 competent witnesses on this the 16<sup>th</sup> day of November

A. D. 1965.

Mrs. Sydna Pratt Kuykendall  
 (Mrs. Sydna Pratt Kuykendall)

ATTEST:

John Reed Young  
Thomas L. Wacker  
 My Com. expires: 10/23/69

John Reed Young  
 Notary Public in and for County of Letting  
 State of Arkansas

134074

No.

SALE OF LAND

From

Mrs. Sydna Pratt Kuykendall

To

Walker E. Denham

Filed for record at 8:00 o'clock

A M., on this the 17 day of

November A. D. 1965, and

duly recorded in deed book No. 246

Page \_\_\_\_\_ of the official records of  
 Union Parish, Louisiana.

Sue Buckley  
 Clerk of Court and Ex-Officio Recorder  
 of Union Parish, Louisiana.



SYDNA PRATT KUYKENDALL

Vendor

**TO - CASH SALE OF LAND**

BERNICE INDUSTRIAL DEVELOPMENT CORPORATION, INC.

Vendee

**STATE OF LOUISIANA, PARISH OF UNION**

BE IT KNOWN that this day before me, Armand F. Rabun

a Notary Public of said Parish and State, appeared SYDNA PRATT KUYKENDALL, wife of Kenneth Earl Kuykendall, with whom she is living with unseparated and undivorced, a resident of Perla, Arkansas, and who is authorized herein by her said husband,

who declared that she does hereby sell, convey, and deliver, with full guarantee of title and complete transfer and subrogation of all rights and actions of warranty against all former proprietors of the property herein conveyed unto BERNICE INDUSTRIAL DEVELOPMENT CORPORATION, INC., a Louisiana corporation authorized to do and doing business under the laws of the State of Louisiana, herein represented by ALVIN Y. GREEN, SR., its President,

the following described property situated in

Union

Parish, Louisiana to-wit:

S½ of NW¼ and N½ of SW¼, Section 2, Township 21 North, Range 3 West, LESS AND EXCEPT 5 acres sold to Willie Joe McCallum, Deed Book 238 at page 356 and LESS AND EXCEPT .5 acre sold to Walker E. Denham, Deed Book 246 at page 527, containing 154½ acres, more or less, together with all the improvements situated thereon and thereto belonging.

This said conveyance is made subject to a right of way in favor of Curtis Millner, Deed Book 217 at page 551, Union Parish, Louisiana.



containing 154 1/2 acres, more or less, together with all the improvements situated thereon and thereto belonging.

This being the same property vendor acquired ~~from~~ by inheritance from her grandmother, Emma Ferguson Pratt, Probate Docket No. 2646, and by inheritance from ~~her grandfather, A. F. Pratt, Probate Docket No. 2227 and judgment recorded in Deed Book 114 at page 464.~~ her grandfather, A. F. Pratt, Probate Docket No. 2227 and judgment recorded in Deed Book 114 at page 464.

TO HAVE AND TO HOLD said property unto said purchaser, their

heirs and assigns forever.

This sale is made for the consideration of the price of Thirty-Four Thousand Seven Hundred Sixty-Two and 50/100ths (\$34,762.50) Dollars, cash in hand paid, receipt whereof is hereby acknowledged.

The parties hereto waive production of the Certificate of Mortgages required by Article 3384 of the Civil Code and proof of payment of taxes and exonerate me, Notary, from any liability in the premises.

DONE AND PASSED in my office in said Parish in the presence of the undersigned competent witnesses on this 27th day of April, 19 71

WITNESSES: TO ALL SIGNATURES

[Signature]  
[Signature]

[Signature]  
Sydna Pratt Kuykendall

[Signature]  
Kenneth Earl Kuykendall

NOTARY PUBLIC IN AND FOR:  
Union Parish, La.

150693

Sydney Pratt Kuykendall

TO

Denise Industrial Development Corporation

CASH SALE OF LAND

Filed for Record and Recorded in Conveyance

Record No. 280

Page

Witness My Hand and Seal This 27

Day of April 19 71

at 3:15 O'Clock P. M.

[Signature]  
By, Clerk District Court, Union Parish, La.



STATE OF LOUISIANA

PARISH OF UNION

ACT OF DONATION

BE IT KNOWN, that on 28th day of February, 2003, before me, the undersigned, a 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:

BERNICE INDUSTRIAL DEVELOPMENT CORPORATION, INC., herein represented by its President JANICE LEE, domiciled in Union Parish, whose present mailing address is PO Box 186, Bernice, LA 71222; hereinafter referred to as "DONOR",

and

BERNICE YOUTH PROGRAM, INC., herein represented by its President JOHNNY BUCKLEY, domiciled in Union Parish, whose present mailing address is PO Box 423, Bernice, LA 71222; hereinafter referred to as "DONEE",

who, after being duly sworn by me, declared that in consideration of fact that DONOR'S objective is to attract business and industry to the TOWN OF BERNICE and recognizes that youth programs availability is one of the factors prospective business and industry consider and the ultimate goal of DONOR and DONEE is the general betterment of the TOWN OF BERNICE, for the benefit of its citizens. DONOR does by these presents irrevocably give, grant and donate, inter vivos unto the said DONEE the following described property:

A certain tract of land situated in the SE ¼ of NW ¼ and the NE ¼ of SW ¼ of Section 2, T21N, R3W, Union Parish, Louisiana, Town of Bernice and being more particularly described as follows, to-wit:

Commencing at a pine knot found marking the SE Corner of Section 2, T21N, R3W, thence 2,454.78 feet North and 2,729.82 feet West to a 5/8 inch rebar set on the East line of the NE ¼ of the SW ¼ of said Section 2 marking the Point of Beginning; thence S89°35'48"W 747.83 feet to a 5/8 inch rebar set; thence N 0°24'12"W 873.73 feet to a 5/8 inch rebar set; thence N89°35'48"E 747.83 feet to a 5/8 inch rebar set on the East line of said forty; thence S0°24'12"E along said line 873.73 feet to the POINT OF BEGINNING; containing 15.00 acres, more or less.





**CONDITIONS:**

DONEE shall use the property donated herein for a ball complex. Should DONEE cease to use said property for a period of five years, for said purpose, same shall be returned to DONOR. DONEE can not sell the property donated herein. Should the DONEE cease operation, upon dissolution, the property donated herein shall be transferred to DONOR in accordance with Article VI of DONEE's Articles of Incorporation.

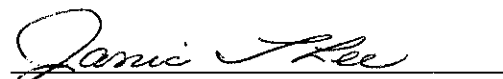
THUS DONE AND SIGNED at Farmerville, Union Parish, Louisiana, on the day and date first above mentioned, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

WITNESSES:

BERNICE INDUSTRIAL DEVELOPMENT  
CORPORATION, INC.



BY:

  
JANICE LEE

BERNICE YOUTH PROGRAM, INC.



BY:

  
JOHNNY BUCKLEY

  
NOTARY PUBLIC

COB: 2003-00313232; Page: 2; Filed: 3/12/2003 9:31:10AM [union:]





BERNICE INDUSTRIAL DEVELOPMENT CORPORATION, INC.  
RESOLUTION

BE IT RESOLVED that the President of BIDCO, JANICE LEE is hereby authorized to execute an Act of Donation, donating to BERNICE YOUTH PROGRAM, INC., the following described property, to-wit:

A certain tract of land situated in the SE  $\frac{1}{4}$  of NW  $\frac{1}{4}$  and the NE  $\frac{1}{4}$  of SW  $\frac{1}{4}$  of Section 2, T21N, R3W, Union Parish, Louisiana, Town of Bernice and being more particularly described as follows, to-wit:

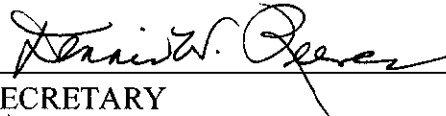
Commencing at a pine knot found marking the SE Corner of Section 2, T21N, R3W, thence 2,454.78 feet North and 2,729.82 feet West to a 5/8 inch rebar set on the East line of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 2 marking the Point of Beginning; thence S89°35'48"W 747.83 feet to a 5/8 inch rebar set; thence N 0°24'12"W 873.73 feet to a 5/8 inch rebar set; thence N89°35'48"E 747.83 feet to a 5/8 inch rebar set on the East line of said forty; thence S0°24'12"E along said line 873.73 feet to the POINT OF BEGINNING; containing 15.00 acres, more or less.

Said instrument to contain the conditions that

1. The property is to be used for a baseball complex.
2. Should DONEE cease use of the property for a ball complex, for a period of five years, DONEE shall return same to BIDCO.
3. DONEE can not sell the property.
4. Should DONEE liquidate, the property is to be transferred to BIDCO.

The President is further authorized to sign any and all documents, necessary to accomplish the donation authorized herein, same to contain such terms as she in her sole discretion may deem necessary.

The above and foregoing Resolution was passed by majority vote, at a meeting of the Board of Directors of BIDCO, at which meeting a quorum was present, held on the 25<sup>TH</sup> day of FEBRUARY, 2003, in Bernice, Louisiana.

  
\_\_\_\_\_  
SECRETARY





BERNICE YOUTH PROGRAM, INC.  
RESOLUTION

BE IT RESOLVED that JOHNNY BUCKLEY, President of BERNICE YOUTH PROGRAM, INC. is hereby authorized to accept an Act of Donation of the following described property from BERNICE INDUSTRIAL DEVELOPMENT CORPORATION, INC., to-wit:

A certain tract of land situated in the SE ¼ of NW ¼ and the NE ¼ of SW ¼ of Section 2, T21N, R3W, Union Parish, Louisiana, Town of Bernice and being more particularly described as follows, to-wit:

Commencing at a pine knot found marking the SE Corner of Section 2, T21N, R3W, thence 2,454.78 feet North and 2,729.82 feet West to a 5/8 inch rebar set on the East line of the NE ¼ of the SW ¼ of said Section 2 marking the Point of Beginning; thence S89°35'48"W 747.83 feet to a 5/8 inch rebar set; thence N 0°24'12"W 873.73 feet to a 5/8 inch rebar set; thence N89°35'48"E 747.83 feet to a 5/8 inch rebar set on the East line of said forty; thence S0°24'12"E along said line 873.73 feet to the POINT OF BEGINNING; containing 15.00 acres, more or less.

The President is authorized to execute any and all documents necessary with such terms and conditions as BIDCO may set, including but not limited to the requirement that said property be used for a baseball complex and if DONEE ceases to use same for said purpose, DONEE will return the property to BIDCO; DONEE shall not sell said property and should DONEE, BERNICE YOUTH PROGRAM, INC. dissolve, said property is to be transferred to BIDCO.

The above and foregoing Resolution was passed by majority vote, at a meeting of the Board of Directors of BERNICE YOUTH PROGRAM, INC., at which meeting a quorum was present, held on the 27 day of Feb -, 2003, in Bernice, Louisiana.

  
JEANETTE BUCKLEY - SECRETARY

COB: 2003-00313232; Page: 4; Filed: 3/12/2003 9:31:10AM [union:]



Sell Off

STATE OF LOUISIANA

PARISH OF UNION

**SALE AND MORTGAGE**

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

BERNICE INDUSTRIAL DEVELOPMENT CORPORATION, a non-profit corporation, herein represented by it's President Gretchen Till, duly authorized to act and appear herein, as per Resolution attached hereto, domiciled in Union Parish, whose present mailing address is PO Box 186, Bernice, LA 71222; hereinafter referred to as "SELLER" and/or "MORTGAGEE";

who, for the price and on the terms and conditions hereafter expressed, does hereby grant,  
bargain, sell, convey, transfer, assign, set over and deliver, to:

R B & M FOREST PRODUCTS, INC., herein represented by it's President, Roger N. Moore duly authorized to act and appear herein as per Resolution attached hereto, domiciled in Lincoln Parish, whose present mailing address is 156 Nottaway Road, Ruston, LA; hereinafter referred to as "PURCHASER" and/or "MORTGAGOR";

the property described below, with all its components parts, including all rights, ways, privileges, servitudes and appurtenances thereto belonging, to have and to hold for PURCHASER, PURCHASER's heirs and assigns forever, and acknowledging delivery and possession thereof. The consideration for this sale is ONE HUNDRED THIRTY TWO THOUSAND THREE HUNDRED TWENTY THREE AND 55/100 (\$132,323.55) DOLLARS which the SELLER acknowledges receiving in the form of: ZERO (0) DOLLARS, cash, and one Promissory note (hereinafter referred to as "note") dated July 20, 2007, to the order of the seller named above for the sum of ONE HUNDRED THIRTY TWO THOUSAND THREE HUNDRED TWENTY THREE AND 55/100 (\$132,323.55) DOLLARS with interest at seven per cent per annum from date until paid, payable 501 E. 4th St, PO Box 186, Bernice, LA 71222 on the following terms: payable in 60 consecutive payments in the amount of \$1,536.39 each beginning August 15, 2007 and on the 15th of each month thereafter, and the last payment a balloon payment, in the amount of \$78,043.27 due on the 15th day of August, 2012; which note,

COB: 2007-00340790; Page: 1; Filed: 8/2/2007 12:59:49PM [union:]



after being paraphed NE VARIETUR by an undersigned Notary for identification with this act, was delivered to MORTGAGEE who acknowledges receipt thereof.

To secure the punctual payment of the above described note at maturity, as well as all interest to accrue thereon, and to secure the payment of the fees of any lawyers employed to collect the same or any part thereof, (which lawyer's fees, however, are fixed at 25 percent on the amount claimed, and PURCHASER consents and agrees to pay and allow the same), PURCHASER specially mortgages, affects and hypothecates the property described below in favor of the MORTGAGEE as well as of any future holder of said note, promising and binding itself and it's heirs not to sell, alienate or encumber the property to the prejudice of this act or of the vendor's privilege and special mortgage hereby retained by MORTGAGEE and granted by PURCHASER, until the full payment of said note.

During the existence of this mortgage, MORTGAGEE may advance money for taxes, insurance premiums, special assessments on, repairs, additions and improvements to and maintenance of the property, provided that the aggregate of the balance of the original debt and the total of all such advances shall not exceed 200% of the original amount of said note. These advances shall bear interest at the same rate as the note, and shall be secured by the same vendor's privilege and mortgage securing the note.

MORTGAGOR further binds and obligates itself to perform every obligation or covenant contained in this mortgage including: (1) payment of said note or any amount due, or to become due, hereunder; (2) payment of taxes and assessments; (3) keeping insured against loss by casualty all buildings and improvements now existing, or hereafter erected, on the mortgaged property for an amount not less than the principal sum due hereunder, in companies acceptable to the holder of said note, and transferring and delivering the policies of such insurance and their renewals to MORTGAGEE; (4) not to incur any indebtedness by improvement of the property which will burden the property with a lien and privilege superior in rank to this mortgage, (5) and refraining from removing any part of the property covered by this mortgage. Default in any



of the above shall, without the necessity of putting in default, automatically mature all unpaid amounts on the mortgage note identified herewith.

MORTGAGOR hereby confesses judgment in favor of MORTGAGEE, or any future holder of said note, up to the full amount of principal, interest and attorney fees and for any sums that MORTGAGEE may advance under this mortgage and agrees that, if the note or any installment thereon, if payable in installments, is not promptly paid when due, or if this contract is breached in any way by MORTGAGOR, or if MORTGAGOR becomes insolvent, or if bankruptcy proceedings are instituted by or against MORTGAGOR the note shall, at the option of the holder, become due and payable, and it shall be lawful for the holder of the note without making a demand and without notice or putting in default, to cause the property herein mortgaged to be seized and sold by executory process issued by any competent court or to proceed with enforcement of its mortgage in any other manner provided by law. MORTGAGOR expressly waives (a) the benefit of appraisalment as provided in La. C.C.P. Arts. 332, 2336, 2723 and 2724 and all other laws conferring the same; (b) the notice of seizure required by La. C.C.P. Arts. 2293 and 2721; (c) the delay of three days accorded by La. C.C.P. Arts. 2331 and 2722; and (d) the benefit of the other provisions of La. C.C.P. Arts. 2331, 2722 and 2723 and the benefit of any other articles of the Louisiana Code of Civil Procedure or laws relating to the rights of appraisalment, notice or delay not specifically mentioned and MORTGAGOR expressly agrees to the immediate seizure of the property in the event of suit hereon and consents to the property being sold, with or without appraisalment, to the highest bidder for cash.

MORTGAGEE may at any time, without notice, release all or a part of the mortgaged premises from the lien of this mortgage, defer the payment of any indebtedness secured hereby, or release from liability any one or more parties who are or have become liable for the payment of the indebtedness secured hereby without affecting the personal liability of any other party liable for the payment of any of the indebtedness secured by the mortgage.



MORTGAGOR and each of them waives and abandons any and all homestead exemptions to which MORTGAGOR may be entitled on the property herein mortgaged in favor of MORTGAGEE or any future holder of said note.

SELLER declared that all taxes and assessments levied against the property and falling due on or before this date have been paid and Appearers agree that any such falling due hereafter shall be paid by PURCHASER. In accordance with La. R.S. 9:2721, notice is given that the PURCHASER first named above is designated as the party to whom all property tax and assessment notices are to be mailed, said notices to be send to the address shown above for said PURCHASER.

SELLER warrants the title to the herein described property but excepts from said warranty all matters of public record creating (1) mineral leases or reservations, (2) land use restrictions, or (3) servitudes. SELLER transfers and subrogates to PURCHASER all rights and actions of warranty which SELLER has against prior owners. The parties acknowledge that unless otherwise separately certified in writing, no title examination of said property has been performed by any undersigned Notary.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

The property sold and mortgaged hereby is described as follows:

Commencing at a ½" rebar which marks the S.W. Corner of the N.W. ¼ of the S.W. ¼ of Sec. 2, T21N, R3W, Bernice, Union Parish, Louisiana, as per survey by Cecil L. Albritton P.L.S., thence run N 86°10'24"W for a distance of 256.62' to a PK nail in the centerline of Pisgah Church Road; thence run N 86°30'55"W along said centerline for a distance of 55.21' to a ¾" rebar for the STARTING POINT, from said starting point, thence run N 86°10'24"W for a distance of 158.93' to a PK nail; thence run N 85°56'34"W for a distance of 237.32' to a PK nail; thence run S 89°07'47"W for a distance of 82.89' to a PK nail; thence run S 85°41'01"W for a distance of 70.80' to a Cotton Picker Spindle; thence, caving said centerline run N 07°15'59"W for a distance of 7.51' to a Railroad Spike; thence run N 07°15'59"W along the abandoned East right-of-way line of the Chicago Rock Island & Pacific Railroad for a distance of 382.33' to a ½" rebar; thence run N 00°55'42" E for a distance of 87.43' to a ½" rebar; thence run N 03°06'07"E for a distance of 92.34' to a 1/2" rebar; thence run N 06°22'00"E for a distance of 131.49' to a ½" rebar; thence run N 09°05'08"E for a distance of 50.00' to a ½"



rebar; thence, leaving said right-of-way line, run East for a distance of 569.20' to a 1/2" rebar; thence run South for a distance of 767.19" back to the point-of-beginning; containing 10.0006 acre and being subject to all easements and rights-of-way of record or use.

This Mortgage can not be assumed without the written consent of Vendor/Mortgagee, which consent must be placed in the Mortgage records on any Assumption documents. A violation of this provision shall without the necessity of putting in default automatically mature all unpaid amounts on the Mortgage Note identified herein.

Thus signed on July 20, 2007, at Bernice, Union Parish, Louisiana, in the presence of the undersigned Notary Public and witnesses, who have signed with the parties after due reading of the whole.

WITNESSES:

Diane Smith  
Print Name: Diane Smith

Sandra Payer  
Print Name: Sandra Payer

BERNICE INDUSTRIAL DEVELOPMENT CORPORATION

BY: Gretchen Till  
GRETCHEN TILL - PRESIDENT

R B & M FOREST PRODUCTS, INC.

BY: Roger N. Moore  
ROGER N. MOORE - PRESIDENT

Lana Foster  
NOTARY PUBLIC  
Printed Name: Lana Foster  
In and For Union Parish, Louisiana  
Bar Roll or Notary I.D. No. 5184  
Commission Expires: At Death



RESOLUTION OF THE BOARD OF DIRECTORS OF  
BERNICE INDUSTRIAL DEVELOPMENT CORPORATION

BE IT RESOLVED that the President of this corporation, GRETCHEN TILL, is hereby authorized and empowered for and on behalf of, and in the name of this corporation, to sell to R B & M FOREST PRODUCTS, INC., the following described property:

Commencing at a ½" rebar which marks the S.W. Corner of the N.W. ¼ of the S.W. ¼ of Sec. 2, T21N, R3W, Bernice, Union Parish, Louisiana, as per survey by Cecil L. Albritton P.L.S., thence run N 86°10'24"W for a distance of 256.62' to a PK nail in the centerline of Pisgah Church Road; thence run N 86°30'55"W along said centerline for a distance of 55.21' to a ¾" rebar for the STARTING POINT, from said starting point, thence run N 86°10'24"W for a distance of 158.93' to a PK nail; thence run N 85°56'34"W for a distance of 237.32' to a PK nail; thence run S 89°07'47"W for a distance of 82.89' to a PK nail; thence run S 85°41'01"W for a distance of 70.80' to a Cotton Picker Spindle; thence, caving said centerline run N 07°15'59"W for a distance of 7.51' to a Railroad Spike; thence run N 07°15'59"W along the abandoned East right-of-way line of the Chicago Rock Island & Pacific Railroad for a distance of 382.33' to a ½" rebar; thence run N 00°55'42" E for a distance of 87.43' to a ½" rebar; thence run N 03°06'07"E for a distance of 92.34' to a 1/2" rebar; thence run N 06°22'00"E for a distance of 131.49' to a ½" rebar; thence run N 09°05'08"E for a distance of 50.00' to a ½" rebar; thence, leaving said right-of-way line, run East for a distance of 569.20' to a ½" rebar; thence run South for a distance of 767.19" back to the point-of-beginning; containing 10.0006 acre and being subject to all easements and rights-of-way of record or use.

for the sum not less than \$132,323.55, by Credit Deed, with 7% interest per annum, a balloon note amortized over 10 years, 60 payments of \$1,536.39 each, and the 61<sup>st</sup> payment of \$78,043.27.

BE IT FURTHER RESOLVED that said officer is further authorized to sign all papers, documents and acts necessary in order to convey the hereinabove described property, containing such terms as he in his sole judgment deems advisable, to receive and receipt for the proceeds thereof and to do any and all things as shall, in his sole discretion and judgment, be appropriate and desirable to accomplish the foregoing, containing such terms as he in his sole judgment deems advisable to accomplish the foregoing.

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I certify that I am the duly acting and qualified Secretary of BERNICE INDUSTRIAL DEVELOPMENT CORPORATION and that:

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



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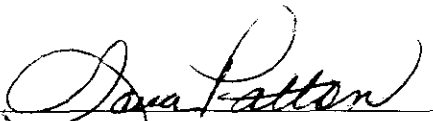
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File# 2007-00340790 Page 7 of 9  
BK 1184 PG 611

(b) the above and foregoing constitutes a true and correct copy of resolutions duly adopted at a meeting of the Board of Directors of said corporation held on July 19, 2007, at which meeting a quorum was present and voted in favor of said resolutions, and said resolutions have never been modified or rescinded and are still in full force and effect.

Date: July 19, 2007

  
LANA PATTON  
Secretary

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RESOLUTION OF THE BOARD OF DIRECTORS OF  
R B & M FOREST PRODUCTS, INC.

BE IT RESOLVED that the President of this corporation, ROGER NEIL MOORE, is hereby authorized and empowered for and on behalf of, and in the name of this corporation, to buy from BERNICE INUDSTRIAL DEVELOPMENT CORPORATION, the following described property:

Commencing at a ½" rebar which marks the S.W. Corner of the N.W. ¼ of the S.W. ¼ of Sec. 2, T21N, R3W, Bernice, Union Parish, Louisiana, as per survey by Cecil L. Albritton P.L.S., thence run N 86°10'24"W for a distance of 256.62' to a PK nail in the centerline of Pisgah Church Road; thence run N 86°30'55"W along said centerline for a distance of 55.21' to a ¾" rebar for the STARTING POINT, from said starting point, thence run N 86°10'24"W for a distance of 158.93' to a PK nail; thence run N 85°56'34"W for a distance of 237.32' to a PK nail; thence run S 89°07'47"W for a distance of 82.89' to a PK nail; thence run S 85°41'01"W for a distance of 70.80' to a Cotton Picker Spindle; thence, caving said centerline run N 07°15'59"W for a distance of 7.51' to a Railroad Spike; thence run N 07°15'59"W along the abandoned East right-of-way line of the Chicago Rock Island & Pacific Railroad for a distance of 382.33' to a ½" rebar; thence run N 00°55'42" E for a distance of 87.43' to a ½" rebar; thence run N 03°06'07"E for a distance of 92.34' to a 1/2" rebar; thence run N 06°22'00"E for a distance of 131.49' to a ½" rebar; thence run N 09°05'08"E for a distance of 50.00' to a ½" rebar; thence, leaving said right-of-way line, run East for a distance of 569.20' to a ½" rebar; thence run South for a distance of 767.19" back to the point-of-beginning; containing 10.0006 acre and being subject to all easements and rights-of-way of record or use.

for the sum not less than \$132,323.55, owner financed, 7% per annum interest balloon note, with a 10 year amortization, 60 payments of \$1,536.39 each, and a balloon payment (61<sup>st</sup>) of \$78,043.27.

BE IT FURTHER RESOLVED that said officer is further authorized to sign all papers, documents and acts necessary in order to convey the hereinabove described property, containing such terms as he in his sole judgment deems advisable, to receive and receipt for the proceeds thereof and to do any and all things as shall, in his sole discretion and judgment, be appropriate and desirable to accomplish the foregoing, containing such terms as he in his sole judgment deems advisable to accomplish the foregoing.

-----  
I certify that I am the duly acting and qualified Secretary of R B & M FOREST PRODUCTS, INC. and that:

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



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Page 9 of 9

File# 2007-00340790

BK 1184 PG 613

(b) the above and foregoing constitutes a true and correct copy of resolutions duly adopted at a meeting of the Board of Directors of said corporation held on July 19, 2007, at which meeting a quorum was present and voted in favor of said resolutions, and said resolutions have never been modified or rescinded and are still in full force and effect.

Date: July 19, 2007

  
LAURIE ALICE BARRETT MOORE  
Secretary

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