# Exhibit E. Calhoun Technology Park - South Site Property Deed Report







# Calhoun Technology Park - South Site Property Deed Report

## **LED Deed Report**

Dates Researched: (1/1/1915) to (1/10/2018)

Current Owner	Ouachita Parish Police Jury
Date Acquired	10/28/2014
Instrument Number	1662702
Book/Page	2397/794

## **Ouachita Parish Recording Page**

LOUISE BOND **Clerk of Court** PO Box 1862 Monroe, LA 71210-1862 (318) 327-1444

Received From:

OUACHITA PARISH POLICE JURY (PO# 013495) 300 ST. JOHN STREET

2ND FLOOR, SUITE 201 MONROE, LA 71201

First VENDOR

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY & AGRICULTURAL & MECHANICAL COLLEGE

First VENDEE

**OUACHITA PARISH POLICE JURY** 

Index Type: Conveyances

File Number: 1662702

Type of Document: Transfer

Book: 2397

Recording Pages:

18

Page: 794

1 1 10g **Recorded Information** 

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

Clerk of Court

On (Recorded Date): 11/05/2014

At (Recorded Time): 2:33:06PM

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## ACT OF RECONVEYANCE, TRANSFER AND EXCHANGE

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA PARISH OF OUACHITA

BE IT KNOWN, that on the dates set forth below, before us, the respective Notaries Public, duly commissioned and qualified in and for the above state and respective parishes and in the presence of the respective undersigned subscribing witnesses, personally came and appeared:

THE BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE ("Board"), a public constitutional corporation organized and existing pursuant to the laws of the State of Louisiana, herein represented by F. King Alexander, President and Chancellor of Louisiana State University, with a mailing address of 3810 West Lakeshore Drive, Louisiana State University, Baton Rouge, Louisiana 70808 (Federal I.D. No. 72-6000848), duly authorized by virtue of a Resolution of the Board of Supervisors, adopted May 1, 2014, a copy of which is annexed hereto and made a part hereof;

and

OUACHITA PARISH POLICE JURY ("Parish"), a body politic organized pursuant to and under the authority of Article 14 Section 3(d) of the Louisiana Constitution of 1921, ratified, confirmed, continued and sanctified under Article 6 Section 4 of the Louisiana Constitution of 1974, represented hereby by Shane Smiley, President, with a mailing address of 300 St. John Street, Monroe, Louisiana 71210-3007, duly authorized as per Ordinance No. 9053, adopted on October 6, 2014, by the Ouachita Parish Police Jury, a copy of which is attached and made a part hereof;

who acknowledged as follows:

WHEREAS, by Act of Donation, dated June 15, 1891, the Parish donated and transferred unto the Board, which accepted said donation, a 333 acre tract of land described on Exhibit "A" attached hereto, located in Sections 26, 27, 34, and 35 of Township 18 North, Range 1 East, Ouachita Parish, Louisiana, (the "Donated Property") to be used as an experimental farm.

WHEREAS, the said act of Donation provided that if the Board ceased using the Property as an experimental farm, the Donated Property would revert to and be transferred to the Parish.

WHEREAS, the Board has recently discontinued the use of the Donated Property as an experimental farm.

WHEREAS, the Board acquired an 20± acre tract of land by Act of Purchase from N. E. Calhoun, dated July 21, 1911, being all of the south half of the northwest quarter of Section 26, Township 18 North, Range 1 East, lying north of Curry Creek (the "Interstate Tract") as described on Exhibit "B" and the "drawing" attached thereto as Exhibit "B-1" showing the general location of said Interstate Tract.

WHEREAS, LSU also acquired the southeast quarter of the southwest quarter of Section 26, containing 42 acres, more or less, by Act of Sale, from J. G. Lee, and all of the northeast quarter of the northwest quarter of Section 35 all in Township 18 North, Range 1 East, lying north of the Vicksburg and Shreveport-Pacific Company (now or formerly) right of way, containing approximately 20 acres, by purchase from N. E. Calhoun, dated May 4, 1911, collectively both the 42± acre tract and the 20± acre tract totaling 62± acres being the "LSU

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Property" and Exhibit "B-1" also shows the general location of the LSU Property, which property according to a recent survey contains only 58.687± acres.

WHEREAS, Parish and Board also desire to enter into an exchange of property, whereby the Parish would acquire the Interstate Property and a two hundred foot ± (200°±) foot wide strip of land along the southernmost portion of the LSU Property adjacent to the railroad (the "Southern Strip"), as described on Exhibit B-2, subject to a servitude in favor of the Board, in exchange for LSU retaining a portion of the "Donated Property" which portion is adjacent to the LSU Property and which tract is located south of U.S. Hwy. 80 and north of the LSU Property (said portion to be retained by the Board contains approximately 4.702± acres and is referred to as the "Exchange Property"). The Exchange Property is described on Exhibit "C" attached hereto and is further shown on Exhibit "C-1" being a survey by Kevin E. Crosby, P.L.S. dated October 1, 2014.

NOW, THEREFORE, the parties agree and stipulate as follows:

IT IS HEREBY AGREED for and in consideration of the original 1911 donation from the Parish to the Board, and as set forth in the original Act of Donation, the Board is to re-convey the Donated Property to the Parish and the Board does hereby, in accordance with the terms of the original Donation, and in consideration of the provisions and agreements set forth below, convey, transfer and deliver unto the Parish, without any warranty of title, all of the Board's right, title and interest in and to the Donated Property, LESS AND EXCEPT the Exchange Property, which transfer is made subject to all servitudes, rights-of-way, roadways, mineral leases, restrictions, easements and all other matters of record, together with all buildings and improvements located thereon, which transfer is made in an AS IS condition, and with a complete waiver of warranty as to fitness or condition, all of which are expressly waived and renounced by Parish and the Parish releases the Board from any and all liability related to the Donated Property.

IT IS HEREBY FURTHER AGREED, that in consideration of the retention of ownership of the Exchange Property, the Board hereby conveys, exchanges, and delivers to Parish without any warranty of title all right, title and interest the Board may have in the (1) Interstate Property and (2) the Southern Strip subject to all servitudes, rights of way, roadways, mineral leases, restrictions, easements, and other matters of record, together with all buildings and improvements, if any, located thereon, in an AS IS condition, with a complete waiver of warranty as to fitness and/or condition, all of which are expressly waived and renounced by Parish, and the Parish releases the Board from any and all liability related to the Interstate Property and the Southern Strip. It is further agreed that the Board reserves any and all minerals on or under the Southern Strip and reserves a 100° wide servitude in favor of the LSU Property over the Southern Strip as more fully described below.

IT IS HEREBY FURTHER AGREED, that the Board's reservation of minerals as to the Southern Strip Property will be limited to oil, gas, and similar hydrocarbon type of minerals, and the Board will have no rights to utilize the surface of the Property for mineral exploration but with the understanding and acknowledgement by Parish that existing mineral leases on the Donated Property and/or on the Interstate Property, and/or the Southern Strip may contain unlimited surface rights.

IT IS HEREBY FURTHER AGREED, for in consideration of the transfer to the Parish of the Interstate Property and the Southern Strip, the Parish does hereby agree that the Exchange Property shall be retained by the Board in full ownership and the Parish hereby conveys, exchanges and delivers to the Board without any warranty of title all right, title and interest the Parish may have to the Exchange Property, subject to all servitudes, rights of way, roadways, mineral leases, restrictions, easements, and other matters of record, together with all buildings and improvements, if any, located thereon, in an AS IS condition, with a complete waiver of warranty as to fitness and/or condition, all of which are expressly waived and renounced by the Board.

IT IS HEREBY FURTHER AGREED, that the Exchange Property shall be retained by the Board, in full ownership, free and clear of any obligation to re-convey the property, or to use said Exchange Property for purposes of an experimental farm or subject to any other restrictions, rights or claims of the Parish.

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IT IS HEREBY FURTHER AGREED, that the Board reserves and the Parish agrees to and grants a servitude over the Southern Strip for access for pedestrian, vehicular and/or rail access and for utilities, which servitude shall run from the southern boundary of the LSU Property to the railroad track on the southern boundary of the Southern Strip, including particularly the Board will have the right to build a railroad spur track and/or a road for autos, trucks and other motor vehicles, and the right to run a sewer line including the right to tie into any sewer line, if any, that may be placed in the future in the Southern Strip and it is expressly agreed that any partial use of the servitude constitutes a use of the servitude to interrupt prescription for the entire servitude and all areas. Further, as long as no improvements have been constructed within the servitude, the location of the servitude could be moved by the Parish, with the Board's consent, which consent would not be unreasonably withheld.

THE PARTIES HERETO FURTHER AGREE that the value of the Interstate Property and the Southern Strip received by the Parish and the value of the Exchange Property retained/received by the Board is equal.

IT IS FURTHER ACKNOWLEDGED AND AGREED that the Parties do not intend to create any vendor's lien or privilege, or any resolutory conditions, or make any stipulation for the benefit of any third party, and if any such liens, privileges, resolutory conditions, and/or stipulations have deemed to have been created, the Board and the Parish do hereby expressly, waive, renounce and release any and all such liens, privileges, resolutory conditions and/or stipulations.

All parties signing the within instrument have declared themselves to be of full legal capacity.

Board and Parish dispense with the production of any mortgage certificate, tax receipts, or other certificates that may be required by law and the undersigned Notaries are released from any responsibility or liability for not producing and/or attaching same. The undersigned Notaries have not rendered, nor have they been requested to render, an opinion on the title to the property transferred pursuant to this instrument; nor have the undersigned Notaries made any investigation or representation as to the zoning of the property.

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

This Act of Reconveyance, Transfer and Exchange may be executed in multiple counterparts, all of which, when taken together, shall constitute but one and the same document.

NO TITLE EXAMINATION HAS BEEN MADE BY, OR REQUESTED OF, THE UNDERSIGNED NOTARIES.

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. . .. ..

Signature page for Act of Reconveyance, Transfer, and Exchange executed by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and the Ouachita Parish Police Jury.

THUS DONE AND SIGNED by the Board in Management of the undersigned competent witnesses who hereunder signed their names with the said appearer and me, Notary Public, after due reading of the whole.

WITNESSES:

BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE

Printed Name:

BY: F. King Alexander, President and Chancellor of Louisiana State University

Notary Public

Print Name: James Z. Mareman J

Bar Roll/Notary No: 09257

My Commission Expires: L. F.

Signature page for Act of Reconveyance, Transfer, and Exchange executed by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College and the Ouachita Parish Police Jury.

THUS DONE AND SIGNED by the Parish in Monroe, Louisiana, on this day of Navember, 2014, in the presence of the undersigned competent witnesses who hereunder signed their names with the said appearer and me, Notary Public, after due reading of the whole.

WITNESSES:

OUACHITA PARISH POLICE JURY

By: Shane Smiley, President

Printed Name: Gafree M CALDUS & Cit.

Print Name: Jay B. Mitchell
Bar Roll/Notary No: La-Bar 2029 5
My Commission Expires: @ death

## Exhibit "A"

NORTH LOUISIANA KIPPENNEST EXATION MEAR CALMOUN, LOUISIANA ( Original donation by Parish of Omachita )

#### DESCRIPTION OF PROPERTY:

Commencing at the north line of the right of way of the Yicksburg Enreveport and Pacific Railroad at a point in the Borth East quarter of the Horth East quarter of section Thirty-four(ts) in Tounship 18, N. of Renge 1 E. Highty yards East of the west line of said forty running themse Borth to a line of the South East 1/4 of the South East them of the south East 1/6 of the South East line of said last described forty and thence due East to the west line of said last described forty thence due north to the Horth west corner of the South East quarter of the Borth East quarter of said section 27 and to what is known as Carry's creek, thence along the middle of said creek Eastwardly so as to include all of the South East quarter of section Tennity six, that is south all of the Morth East quarter of section Tennity six, that is south at the middle of then Yell East quarter of the Borth East quarter of the Borth East corner of the Horth East quarter of the Borth East quarter of the Borth East corner of the Horth East quarter of the Borth East of the Christy of the South East corner of the Horth East quarter of the Borth Horth Line of the Right of way so as to include that part of the Worth Line of the Right of way so as to include that part of the Worth Line of the Right of way so as to include that part of the Worth Line of the Right of way so as to include that part of the Worth Line of the Right of way so as to include that part of the Worth Line of the Borth East quarter of the Morth East quarter of section Thirty Live and of the Borth East quarter of the Morth East quarter of section Thirty Live and of the Borth East quarter of the Morth East quarter of beginning, the whole tract containing Three Hundred and Thirty three acres more or less.

Book: 2397 Page: 794 File Number: 1662702 Seq: 7

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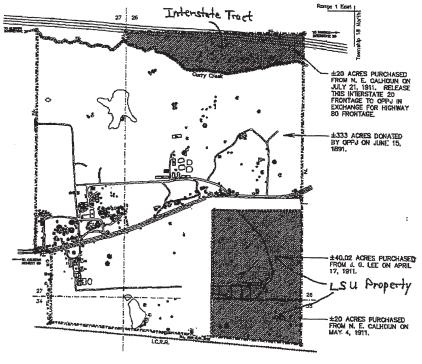
## Exhibit "B\$01

## **Interstate Tract**

## The E. E. Celhoun Purchase of July 21, 1911.

"I certain tract or parcel of land-described as being all that portion of the south half (26) of Northwest quarter (26) of Section tentproduc (28) township eighteen (16) north of reaso one set lying north of furry freek and containing 20 serves, each lesse, and being the same property acquired by the mathematical from R. R. Altobell on the East day of Fabruary 1911, as per deed resorded in Georgeand Seek Ro. 64 at page 82 of the official resords of Canodite Parish.\*

## Exhibit "B-1'802



CALHOUN RESEARCH STATION ±413 ACRES TOTAL

SCALE: 1"= 800"

## Exhibit "B-2"

Tract 5-"Southern Strip"
6.072 Acre Tract
Section 35, T18N, R1E
Land District North of Red River
Ouachita Parish, Lonsiana
L & A, Inc. Project No. 13E028.01

#### PROPERTY DESCRIPTION

A certain tract or parcel of land situated in Section 35, Township 18 North, Range 1 East, Land District North of Red River, Ouachita Parish, Louisiana and being more particularly described as follows:

Commence at a found 1/2" iron pipe at the corner common to Sections 25, 26, 35, & 36, Township 18 North, Range 1 East, Land District North of Red River, Ouachita Parish, Louisiana; proceed South 89°53°50" West along the south line of said Section 26, a distance of 2,637.58 feet to a found 1/2" iron pipe at the South 1/4 corner of Section 26, a distance of 2,637.58 feet to a set line of the Northeast 1/4 of the Northwest 1/4 of Section 35, a distance of 468.29 feet to the POINT OF BEGINNING; thence continue South 00°05'24" East along the east line of the Northwest 1/4 of Section 35, a distance of 20.66 feet to the intersection of said east line of the Northwest 1/4 of Section 35, a distance of 20.66 feet to the intersection of said east line of the Northwest 1/4 of the Northwest 2/4 with the north right-of-way line, a distance of 3,322.43 feet to a set 5/8" rebar at the intersection of said north right-of-way line, a distance of 3,322.43 feet to a set 5/8" rebar at the intersection of said north right-of-way line with the west line of the Northwest 1/4 of the North

This description is based on the Boundary Survey and Plat prepared by Kevin E. Crosby, Registered Professional Land Surveyor, dated October 1, 2014.

KEVIN E. CROSBY \* REC. NO. 1901
REC. NO. 190

Exhibit "C"

804

Tract 6-"Exchange Property"
4.702 Acre Tract
Section 26 T18N, R1E
Land District North of Red River
Ouachita Parish, Louisiana
L & A, Inc. Project No. 13E028.01

#### PROPERTY DESCRIPTION

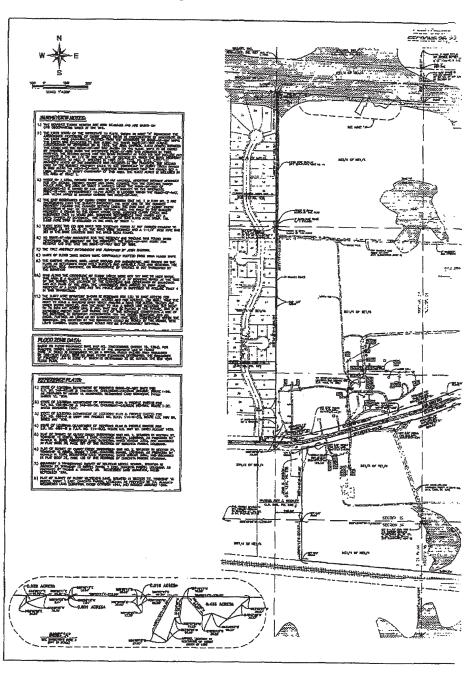
A certain tract or parcel of land situated in Section 26, Township 18 North, Range 1 East, Land District North of Red River, Ouachita Parish, Louisiana and being more particularly described as follows:

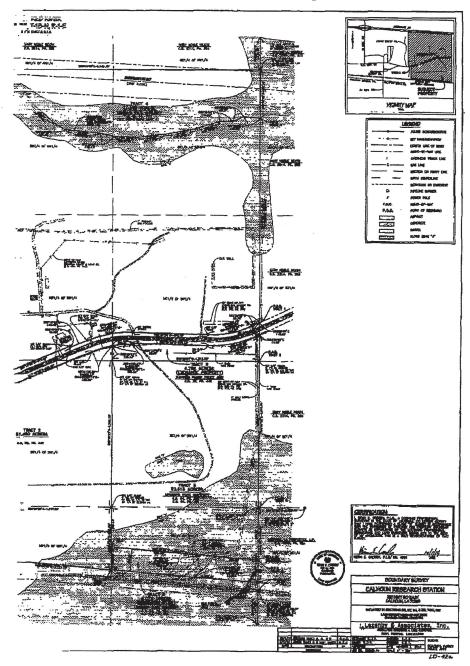
Commence at a found ½" iron pipe at the corner common to Sections 25, 26, 35, & 36, Township 18 North, Range I East. Land District North of Red River, Ouachita Parish, Louisiana; proceed South \$9°53'50" West along the south line of said Section 26, a distance of 2,67.58 feet to a found ½" iron pipe at the South ¼ corner of Section 26, a distance of 2,67.58 feet to a found ½" iron pipe at the South ¼ corner of Section 26, a distance of 1.324.14 feet to a set 5/8" rebar at the northeast corner of said Southeast ¼ of the Southwest ¼ and the POINT OF BEGINNING; thence proceed South \$9°53'31" West along the north line of said Southeast ¼ of the Southwest ¼, a distance of 1.318.96 feet to a set 5/8" rebar at the northwest corner of said Southeast ¼ of the Southwest ¼; thence proceed North 00°10'23" West along the west line of said Southeast ¼ of the Southwest ¼; thence proceed North 00°10'23" West along the west line of the Northeast ¼ of the Southwest ¼ and the south right-of-way line of U.S. Hwy 80; thence proceed in a Northeasterly direction along said south right-of-way line and along a non tangent curve to the tight, an arc distance of 183.97 feet (Radius – 895.37 feet, Chord= North 85°31'26" East – 183.64 feet) to a set 5/8" rebar; thence proceed North 01°24'36" East along said south right-of-way line, a distance of 10.00 feet to a set 5/8" rebar; thence proceed South 88°35'24" East along said south right-of-way line, a distance of 60°10.00 feet to a set 5/8" rebar; thence proceed South 88°35'24" East along said south right-of-way line, a distance of 60°30'36" East along said south right-of-way line, a distance of 60°30'36" East along said south right-of-way line, a distance of 11.68 feet to a set 5/8" rebar; thence proceed South 88°35'24" East along said south right-of-way line, a distance of 11.68 feet to a set 5/8" rebar the metascotion of said south right-of-way line, a distance of 11.68 feet to a set 5/8" rebar at the intersection of said south right-of-way line, a distance of 11.68 feet to a set 5/8" reba

This description is based on the Boundary Survey and Plat prepared by Kevin E. Crosby, Registered Professional Land Surveyor, dated October 1, 2014.

KEVIN E CROSSY
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### CERTIFICATE

I, Kay Miller, the duly qualified Administrative Secretary of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, hereby certify that the foregoing is a true and exact copy of the documents adopted by the Board of Supervisors at its meeting on May 9, 2014 at which meeting more than a quorum was present and voted.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of said Board of Supervisors this  $7^{th}$  day of October 2014.

Administrative Secretary Board of Supervisors of Louisiana State University and Agricultural and Mechanical College

SEAL

Request from LSU AgCenter to approve Act of Reconveyance, Transfer and Exchange of Property at the LSU Agricultural Center, Calhoun Research Station

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of Louisianan State University and Agricultural and Mechanical College that F. King Alexander, President of the Louisiana State University System, or his designee, is authorized on behalf of and in the name of the Board of Supervisors to convey, transfer, and deliver back to Ouachita Parish the property and to execute any acts of acknowledgement and reconveyance necessary to effect such reconveyance of land and improvements.

BE IT FURTHER RESOLVED that F. King Alexander, President of the LSU System, or his designee, is hereby authorized by and empowered for and on behalf of and in the name of the Board of Supervisors to include in said reconveyance any and all provisions and stipulations that he deems in the best interest of the Board of Supervisors.

Mr. Calhoun, seconded by Mr. Caldwell offered the following ordinance for adoption.

#### **ORDINANCE NO. 9053**

AN ORDINANCE AUTHORIZING THE TRANSFER, ACQUISITION AND EXCHANGE OF VARIOUS PROPERTY RELATED TO THE FORMER CALHOUN EXPERIMENTAL STATION; AND, FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, by an Act of Donation dated June 15, 1891, the Ouachita Parish Police Jury ("OPPJ") conveyed to Louisiana State University and Agricultural and Mechanical College ("LSU") a 333+/- acre tract located in Sections 26, 27, 34 and 35 of Township 18 North, Range 1 East, Ouachita Parish, Louisiana, (the "Donated Property") to be used by LSU as an experimental farm;

WHEREAS, said Act of Donation provided that if LSU ceased using the property as an experimental farm, the property would revert to and be transferred back to the OPPJ;

WHEREAS, LSU has ceased operations of an experimental farm on the Donated Property and is prepared to transfer the property to the OPPJ;

WHEREAS, LSU owns two additional tracts adjacent to the Donated Property which LSU has no obligation to return or transfer to the OPPJ (the "Owned Property"), and LSU owns an additional 20+/- acre tract north of the Donated Property, a portion of which is within the right-of-way of Interstate 20 (the "Twenty Acre Tract");

WHEREAS, if LSU transferred all of the Donated Property back to the OPPJ, the Owned Property would be without access to U.S. Highway 80, which Highway is north of the Owned Property;

WHEREAS, LSU and the OPPJ have negotiated an agreement whereby LSU would retain full ownership of a portion of the Donated Property adjacent to and immediately north of the Owned Property (the "Exchange Property") to give LSU frontage on U.S. Hwy. 80, and in return LSU would transfer/exchange to the OPPJ the Twenty Acre Tract and a strip of land no more than 200' wide along the southern boundary of the Owned Property;

WHEREAS, the Exchange Property being retained by LSU has a value that is more or less equivalent to the combined value of the Twenty Acre Tract and the  $\leq$  200' wide strip described above that LSU will transfer/exchange to the OPPJ; and,

WHEREAS, the LSU Board of Supervisors has authorized the execution of an "Act of Reconveyance, Transfer and Exchange" in substantially the form of Exhibit "1" attached hereto and made a part hereof.

#### NOW, THEREFORE:

BE IT ORDAINED that the Ouachita Parish Police Jury does hereby, in legal and regular session, approve and authorize the above-described reconveyance, transfer and exchange of property by and between the Ouachita Parish Police Jury and Louisiana State University and Agricultural and Mechanical College;

BE IT FURTHER ORDAINED that the Ouachita Parish Police Jury does hereby authorize and empower its President, Shane Smiley, to execute on behalf of the Ouachita Parish Police Jury an "Act of Reconveyance, Transfer and Exchange" substantially in the form of Exhibit "1" attached hereto and made a part hereof, with such changes and modifications as he deems appropriate, but with the attachment of a plat of survey depicting the property to be acquired by the OPPJ and the property to be transferred/exchanged by the OPPJ; and,

BE IT FURTHER ORDAINED that any and all acts taken by Shane Smiley, President of the Ouachita Parish Police Jury, in executing said "Act of Reconveyance, Transfer and Exchange" and any and all other related documents, are hereby ratified and confirmed as the acts of the Ouachita Parish Police Jury.

The ordinance was introduced on the 15th day of September, 2014.

The ordinance was submitted to a roll call vote, and the vote thereon was as follows:

YEAS:

(6) Mr. Scotty Robinson, District A; Mr. Mack Calhoun,
District B; Mr. Walt Caldwell, District C; Dr. Ollibeth
Reddix, District D; and Mr. Shane Smiley, District E; and
Ms. Pat Moore, District F

NAYS: (0) ABSTAIN: (0) ABSENT: (0)

The ordinance was adopted this 6th day of October, 2014.

### CERTIFICATION

I hereby certify that the foregoing pages are a true and correct copy of Ordinance 9053 adopted at a Regular Meeting of the Ouachita Parish Police Jury held on the  $6^{\rm th}$  day of October, 2014, in which a quorum was present and voting and that the ordinance adopted is still in effect and has not been rescinded or revoked.

Signed at Monroe, Louisiana on the 7th day of October, 2014.

Karen Cupit

Recording Secretary