## **ACT OF EXCHANGE**

This ACT OF EXCHANGE (the "Contract") is made by and between LINCOLN PARISH POLICE JURY ("LPPJ"), and QUIKTRIP CORPORATION, an Oklahoma corporation ("QuikTrip"), and LPPJ and QuikTrip as sometimes referred to herein individually as a "Party" and collectively as the "Parties". Upon execution of this Contract by both LPPJ and QuikTrip, evidenced by their signatures hereto, a valid and binding contract of sale shall exist. The terms and conditions of the Contract shall be as follows:

I. EFFECTIVE DATE: The "Effective Date" of this Contract shall be the last date affixed to the signature page below.

### 2. EXCHANGE:

- A. QuikTrip Property. Subject to the terms, provisions, and conditions set forth in this Agreement, QuikTrip agrees to convey to LPPJ the property depicted in Exhibit "A", together with all and singular the rights and appurtenances pertaining to the property to be conveyed to LPPJ, including any right, title, and interest of QuikTrip in and to adjacent streets, alleys, or rights-of-way, and any improvements, fixtures, and personal property situated on and attached to the property to be conveyed to LPPJ (all of the property, rights, and appurtenances that QuikTrip agrees to convey referred to as "QuikTrip Property").
- B. LPPJ Property. Subject to the terms, provisions, and conditions set forth in this Agreement, LPPJ agrees to convey to QuikTrip the property depicted in Exhibit "B", together with all and singular the rights and appurtenances pertaining to the property to be conveyed to QuikTrip, any right, title, and interest of LPPJ in and to adjacent streets, alleys, or rights-of-way, and any improvements, fixtures, and personal property situated on and attached to the property to be conveyed to QuikTrip (all of the property, rights, and appurtenances that LPPJ agrees to convey referred to as "*LPPJ Property*"). The QuikTrip Property and LPPJ Property are sometimes referred to herein individually as a "Property" and collectively as the "Properties".
- 3. EXCEPTIONS: The title to the QuikTrip Property and the LPPJ Property shall be subject to the relative Permitted Exceptions for each such parcel (as defined below), zoning ordinances and laws and the following: Nothing Additional.

## 4. [Intentionally Omitted].

- 5. CLOSING DATE: The closing of this Contract ("Closing") shall take place at the offices of the Title Company or performed remotely on the date that is thirty (30) days after the expiration of the Inspection Period, as may be extended in accordance with the provisions of this Contract.
- 6. PRORATIONS: The rents, income and expenses from each respective Property shall be prorated between LPPJ and QuikTrip as of the date of Closing. Each Party shall pay, in full, all tax liens, including, without limitation, all farm use and/or rollback taxes, special assessments, and material and/or workman liens against such Party's respective Property owned prior to Closing

upon the date of Closing, whether or not any such lien or special assessment is payable in installments. Each such Party shall pay, in full, all transfer taxes due to the state upon the date of Closing for the respective Property owned prior to Closing by such Party. The general ad valorem taxes becoming due and accruing during the calendar year of Closing shall be prorated between the Party's for each Property on the basis of such calendar year, as of the date of Closing. If the amount of the general ad valorem tax cannot be ascertained as of the date of Closing, proration shall be computed on the amount for the preceding year's general ad valorem tax and adjusted upon receipt of the actual bills. Unless otherwise agreed to by the Parties, each Party shall receive a credit at Closing in the amount of such other Party's share of such ad valorem taxes and the receiving Party shall be responsible for paying such taxes for its acquired Property prior to delinquency. The obligations imposed by this paragraph shall survive Closing.

- 7. SURVEY: If a survey is available and in the possession of either Party, same shall be provided to the other Party immediately following the Effective Date. Within the Inspection Period (as defined below), each Party may cause a topographic and boundary survey for the Property such Party is acquiring at Closing to be prepared, or cause the respective existing survey to be updated (as applicable for each such Property, the "Survey"). Such Survey(s) shall, if existing, be sufficient to permit the Title Company to modify the standard printed exceptions in the Title Commitment (as defined below) to each Party's satisfaction. The Survey shall indicate the location of all improvements on the respective Property, if any. The cost of any new or updated Survey shall be borne by the Party ordering such new or updated Survey.
- 8. TITLE INSURANCE: Either Party may elect to procure a current commitment to issue a title policy (the "Title Commitment"), issued through Title Partners, LLC, 5501 LBJ Freeway, Suite 200, Dallas, Texas 75240 ("Title Company"). Prior to the end of the Inspection Period, each Party shall notify the other Party in writing of any objections such objecting Party (the "Objecting Party") has to any matters shown or referred to in any Title Commitment (such notice being referred to as such Party's "Title Notice"), provided, however, that no Party shall have any obligation to object to defects relating to: (A) deeds of trust, mechanics' or materialmen's liens, judgments or any other defects which may be cured by the application of money (collectively, the "Lien Defects") or (B) parties in possession of any portion of the respective Property, whether or not such possession is evidenced by a recorded or unrecorded lease (the "Possessory Defects"). It is the intention of the Parties that Lien Defects and Possessory Defects shall automatically qualify as objections to the Title Commitment for such respective Property, and either Party shall be permitted to delay Closing upon discovery of any Lien Defects or Possessory Defects for the Property to be acquired by such Party. Any matters to which a Party does not object to in such Party's Title Notice shall be deemed to be permitted exceptions to the status of the respective Property's title (the "Permitted Exceptions"). Each Party reserves the right to make further objections to any additional title matters arising between the effective date of the Title Commitment and the date of Closing, such additional objections to be satisfied by the Party owning such Property before Closing. If such owning Party does not cure the objections within the time specified in this paragraph, or if the owning Party chooses not to cure the objections, the acquiring Party may either elect to cure the objections to title with the owning Party's cooperation and at no cost to the owning Party or the Party may terminate this Contract by written notice to the other Party. In all events, the owning Party shall be obligated to remove or cause Title Company to insure over mechanic's, materialmen's and similar liens attributable to work performed on or about the owning Party's Property by such Party and such owning Party shall further be obligated to remove mortgages, deeds of trusts and

similar consensual liens against the Property owned prior to Closing. At Closing, each owning Party shall deliver and pay for an owner's ALTA title insurance policy prepared in accordance with the requirements of the Title Commitment and insuring marketable fee simple title in such acquiring Party's in the amount of the appraisal received as to such Property within calendar year 2022 and shall deliver such Party's Warranty Deed, with full warranty, (the "Deed"), subject only to the Permitted Exceptions.

- **9. RISK OF LOSS; TRANSFER OF POSSESSION**: Until Closing, risk of loss to the LPPJ Property shall be upon LPPJ. Until Closing, risk of loss to the QuikTrip Property shall be upon QuikTrip. At Closing, each Party shall deliver its respective Property to the other Party free and clear of any and all leases, tenancies, or persons in possession.
- 10. INSPECTIONS: Immediately after the Effective Date, each owning Party shall deliver copies of all title insurance policies (including copies of all exceptions listed therein), surveys, environmental reports (including any Phase I or Phase II site assessments), soil reports, tax bills and zoning information pertaining to such Party's owned Property that is within its possession or control. It is understood that the acquiring Party will be expending considerable time, effort and/or money in conducting the foregoing inspections, which shall constitute independent consideration to the other Party for removing the Property from the market. Beginning on the Effective Date of this Contract and continuing for a period of sixty (60) days thereafter (the "Inspection Period"), each Party and its agents, at such Party's sole cost and expense, shall have the right to enter the Property of the Party to inspect such other Party's Property and perform and/or obtain any tests, surveys, studies and assessments, including, but not limited to, a Phase I and Phase II Environmental Assessment involving soil and ground water borings and/or excavations as determined necessary by the acquiring Party. The owning Party agrees to reasonably cooperate with the acquiring Party, at no cost or expense to the owning Party, regarding such acquiring Party's inspection of the Property. In the event the acquiring Party determines in its sole and absolute discretion that the to-be-acquired Property is not suitable for such acquiring Party's intended use within the Inspection Period, such acquiring Party may elect to terminate this Contract by delivering written notice to the other Party and Title Company on or prior to the date of expiration of the Inspection Period. If this Contract is terminated, neither Party shall have any further obligations hereunder following the disposition of the Independent Consideration pursuant to Section 18 below. In the absence of such termination notice, this inspection condition shall be deemed satisfied, and each Party shall be deemed to be thoroughly acquainted and satisfied with the physical condition of the other Party's Property upon Closing. Each acquiring Party agrees to repair any damage to the Property arising from these inspections and to indemnify, defend and hold such owning Party harmless from and against all claims, costs, demands and expenses, including without limitation, reasonable attorneys' fees, court costs and other legal expenses, resulting from these inspections, provided, in no event shall the acquiring Party have any liability to the owning Party for any diminution in the value of the respective Property resulting from any defect, environmental conditions or property conditions discovered by the acquiring Property in its examinations described in this paragraph. The acquiring Party's obligations imposed by this paragraph shall survive termination of this Contract for a period of one (I) year.

### II. [Intentionally Omitted].

- 12. PERMITS; APPROVALS; EASEMENTS: Each Party shall cooperate with the other Party in filing and pursuing governmental approvals and in seeking and making application for curb cuts, zoning, licenses and permits as determined necessary by the acquiring Party, provided such cooperation is at no cost or expense to the owning Party. Further, the Parties agree to execute slope, ingress/egress, sanitary/ storm sewer, septic drainfield, sign and temporary construction easements, any permits, licenses or other documents necessary or required for QuikTrip's proposed development of the LPPJ Property. Without limitation of the foregoing, LPPJ shall: (a) at all times prior to and after the Closing Date, cooperate with the City of Ruston (the "City") to revoke and abandon a portion (as indicated on Exhibit "C" attached hereto) of the Servitude conveyed and dedicated in the Exchange and Establishment of Servitude of record in Conveyance Book 1106, Page 275, of the records of Lincoln Parish, Louisiana and relocated in 2020 (the "Pine Avenue Servitude") and the replat of all real property owned by each of QuikTrip and LPPJ pursuant to the draft plat attached hereto as Exhibit "E" (the "Replat") as required under the Development Agreement (defined below); and (b) immediately upon QuikTrip's completion of the improvements required under the Development Agreement, dedicate and convey to the City a new portion of the Pine Avenue Servitude pursuant to a new recordable instrument at the location depicted on Exhibit "D" attached hereto. The execution, delivery and submittal by the City and LPPI prior to the Closing Date of all resolutions, applications, agreements and other documents which QuikTrip deems necessary or appropriate in connection with such revocation, abandonment, dedication and conveyance shall be a condition precedent to QuikTrip's obligation to perform its obligations at Closing. In the event the condition precedent described in the immediately preceding sentence has not been satisfied on or before the originally scheduled Closing Date, or is not satisfied concurrently with Closing on the originally scheduled Closing Date, the Closing Date shall be automatically extended until such condition precedent has been satisfied, and the acquiring Party may terminate this Contract at any time following the originally scheduled Closing Date but before such condition precedent is satisfied. Following Closing, QuikTrip shall construct certain improvements within the relocated Pine Avenue Servitude in accordance with the terms of a Development Agreement to be executed at Closing by the City, LPPJ and QuikTrip substantially in the form attached hereto as Exhibit "F" (the "Development Agreement"). The provisions of this paragraph shall survive Closing.
- 13. REPRESENTATIONS: The Parties acknowledges that neither Party has made, nor do they hereby make, any representations as to the past, present or future condition, income, expenses, operation or any other matter or thing affecting or relating to the such Party's respective Property except as expressly set forth in this Contract.
- **I4. REAL ESTATE BROKER:** Any party to this Contract through whom a claim to any broker's, finder's or other fee is made shall indemnify, defend and hold harmless the other party to this Contract from any other loss, liability, damage, cost or expense, including, without limitation, reasonable attorney's fees, court costs and other legal expenses paid or incurred by the other party, that is in any way related to such a claim. The provisions of this paragraph shall survive Closing or termination of this Contract.
- I5. DELIVERY OF DEED AND OTHER DOCUMENTS; PAYMENT; DISBURSEMENT OF PROCEEDS: On or before the Closing Date, LPPJ agrees to properly execute and deliver (or cause the City to execute and deliver, as applicable) to Title Company the following: (i) the Deed to the LPPJ Property, (ii) all instruments required to abandon the Pine

Avenue Servitude and release the Property therefrom, (iii) originally executed LPPJ and City counterparts to the Development Agreement, (iv) a standard owner's or lien waiver affidavit (including the provisions stating that there are no parties in possession of the LPPJ Property under unrecorded leases) sufficient for QuikTrip to obtain title insurance for the Property free from all but the Permitted Exceptions, and (v) all other documents and funds reasonably necessary to complete Closing. On or before the Closing Date, QuikTrip agrees to properly execute and deliver to Title Company the following: (i) the Deed to the QuikTrip Property, (ii) all instruments required to abandon the Pine Avenue Servitude and release the Property therefrom, (iii) originally executed QuikTrip counterparts to the Development Agreement, (iv) a standard owner's or lien waiver affidavit (including the provisions stating that there are no parties in possession of the QuikTrip Property under unrecorded leases) sufficient for LPPJ to obtain title insurance for the Property free from all but the Permitted Exceptions, and (v) all other documents and funds reasonably necessary to complete Closing. At or before Closing, the Parties each agree to deliver into escrow a cashier's check or guaranteed funds sufficient to satisfy their respective obligations under this Contract.

16. INSURANCE; MAINTENANCE; CASUALTY; CONDEMNATION; CHANGE OF CONDITION: Risk of loss shall be pursuant to paragraph 9 above. Each Party agrees to maintain its current fire and extended coverage insurance, if any, on its respective Property until Closing. Each Party shall do ordinary and necessary maintenance, upkeep and repair to the respective Property it owns through Closing. If, before Closing, all or any part of a Property is taken by eminent domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof (other than the Pine Street Rededication), or if all or any part of the Property is destroyed or materially damaged after the Inspection Period, such owning Party shall promptly provide written notice to the other Party of any such event. Upon notice of such occurrence, such acquiring Party may reinspect the respective Property and may, by written notice to the other Party within ten (10) days after receiving such owning Party's notice, terminate this Contract. Unless this Contract is so terminated, it shall remain in full force and effect, and the owning Party shall at Closing assign and transfer to the acquiring Party all of such owning Party's right, title and interest in and to any awards that may be made for any taking and any insurance proceeds payable on account of casualty. The provisions of this paragraph shall survive Closing.

**I7. FOREIGN INVESTMENT:** Each Party represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act and agrees to deliver a certificate at Closing to that effect which shall contain such Party's tax identification number.

18. INDEPENDENT CONSIDERATION; DISPOSITION UPON TERMINATION: In addition to the consideration by the covenant to exchange and convey the Properties to each other, Buyer and Seller hereby also agree to each deposit One Hundred and No/100 Dollars (\$100.00) with the Title Company upon execution of this Contract, to be held as independent consideration for the right each Party has to terminate as set forth in the Contract (the "Independent Consideration"). In the event a Party terminates this Contract for any reason provided herein, then the Title Company shall immediately release to the non-terminating Party the entirety of the Independent Consideration as full consideration for this Contract and the granting of this right of termination, whereupon no party hereto shall have any further right, duties, claims or liabilities hereunder.

- 19. DEFAULT AND REMEDIES: A Party shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract. Following default by either Party under this Contract, the other Party shall have the following remedies, subject to the provisions of paragraph 20 of this Contract:
- (a) If LPPJ defaults, QuikTrip may either (i) waive any contingences and proceed to Closing (ii) cancel and terminate this Contract; or (iii) pursue specific performance.
- (b) If QuikTrip defaults, LPPJ may either (i) waive any contingences and proceed to Closing (ii) cancel and terminate this Contract; or (iii) pursue specific performance.

If, as a result of a default under this Contract, either Party employs an attorney to enforce its rights, the defaulting Party shall, unless prohibited by law, reimburse the nondefaulting Party for all reasonable attorney's fees, court costs and other legal expenses incurred by the nondefaulting Party in connection with the default.

- 20. DISPOSITION OF OTHER FUNDS AND DOCUMENTS: In the event a valid dispute arises over the disposition of funds or documents deposited with the Title Company, the Title Company shall not be obligated to disburse the disputed portion thereof nor shall Title Company be required affirmatively to commence any action against any of the Parties or defend any action that a claimant might commence. In the event a dispute results in litigation, any attorney's fees, court costs and other legal expenses incurred by the Title Company in connection with such dispute shall be reimbursed from other funds deposited with the Title Company. The Parties agree that upon the request of the Title Company, they will execute Title Company's standard form escrow agreement further specifying the rights and obligations of the Title Company.
- 21. NOTICES: All notices required under this Contract shall be deemed to be properly served if reduced to writing and sent by (i) certified or registered mail; (ii) Federal Express or similar overnight courier; (iii) facsimile transmission; or (iii) personal delivery and the date of such notice will be deemed to have been the date on which such notice is delivered or attempted to be delivered as shown by the certified mail return receipt or a commercial delivery service record, or in the case of facsimile on the date of receipt of the transmission as shown on a successful transmission confirmation receipt. Provided, however, that if the date for the performance of any action or obligation, or any time period specified hereunder occurs on a Saturday, Sunday, days proclaimed as legal holidays by the state, city or federal government or days where the recipient party's office is closed due to natural disaster, then such date or time period shall be extended until the next business day. All notices shall be addressed as follows, unless otherwise specified in writing:

# LPPJ:

Lincoln Parish Police Jury 100 West Texas Avenue Ruston, Louisiana 71270

## QuikTrip:

QuikTrip Corporation I 120 North Industrial Boulevard Euless, Texas 76039 Attention: Director of Real Estate

**22. DEADLINE FOR ACCEPTANCE**: The offer to exchange the Properties shall expire if the Parties have not accepted this Contract by signing and delivering a fully executed copy to each

other, on or before the earlier of (i) a Party delivering written notice to the other that this offer to enter into this Contract is withdrawn or (ii) June 30, 2022.

23. TIME AND EXACT PERFORMANCE ARE OF THE ESSENCE UNDER THIS CONTRACT. The Parties hereby agree to perform each and every obligation hereunder in a prompt and timely manner; provided, however, that if the date for the performance of any action or obligation, or any time period specified hereunder occurs on a Saturday, Sunday, days proclaimed as legal holidays by the state, city or federal government or days where the recipient party's office is closed due to natural disaster, then such date or time period shall be extended until the next business day.

# 24. [Intentionally Omitted]

- **25. GOVERNING LAW:** This Contract shall be governed by, and construed and interpreted under, the laws and judicial decisions of the State of Louisiana.
- **26. EFFECT**: This Contract and all covenants, terms, conditions, warranties, and undertakings contained herein, and all amendments, modifications and extensions hereof, as applicable, shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.
- 27. COUNTERPART SIGNATURE: This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but taken together shall constitute one instrument.
- **28. ENTIRE AGREEMENT AND MANNER OF MODIFICATION:** This Contract, and any attachments or addenda hereto, constitutes the complete agreement of the parties concerning the Properties, and supersedes all other agreements and may be modified only by both parties initialing changes in this Contract or by written agreement.
- 29. NO RULE OF STRICT CONSTRUCTION: Each party and its counsel has reviewed and jointly participated in the establishment of this Contract. No rule of strict construction or presumption that ambiguities will be construed against any drafter will apply, and no presumptions will be made or inferences drawn because of the final inclusion of a term not contained in a prior draft or the final deletion of a term contained in a prior draft.

[Signatures appear on next page.]

IN WITNESS WHEREOF, the Parties execute this Contract on the date(s), and at the time(s), indicated below their respective signatures.

LPPJ:	QUIKTRIP:
LINCOLN PARISH POLICY JURY	QUIKTRIP CORPORATION, an Oklahoma corporation
By: Name: Title:	By: Name: Title:
Date:	Date:

# EXHIBIT "A" QuikTrip Property Description

DESCRIPTION OF PROPERTY (The purpose of this legal description is to describe the subject tracts' current monumentation and adjoining plat information):

Being a 0.3836-acre tract of land situated within the NW 1/4 of NW 1/4 of Section 24, Township 18 N, Range 3 W, North of Red River Land District, Louisiana Meridian, Ruston City, Lincoln Parish, Louisiana and being the same tract of land as described in the deed to Cajun Lubes, L.C. recorded under Instrument No. 2000-F017981, as corrected by that act recorded under Instrument No. 2000-018265 of the Conveyance Records of Lincoln Parish, Louisiana (hereafter referred to as the Cajun Parcel). Said 0.3836-acre tract of land surveyed on the ground under the direction and supervision of Robert A. Hansen, Professional Land Surveyor No. 5159 and being more particularly described by metes and bounds as follows (the basis of bearings for this description is Grid North as established by GPS observation utilizing the Louisiana State Plane Coordinate System, Louisiana North Zone – 1701):

BEGINNING at a 5/8-inch iron rod found at the northwest corner of said Cajun Parcel, common with a salient corner of Lot 1 of Lincoln Parish Library Subdivision recorded under Instrument No. 0194400 of said Conveyance Records;

THENCE the following three calls with said Cajun Parcel and said Lot 1:

- 1. NORTH 85 degrees 20 minutes 49 seconds EAST, 151.20 feet to a 60D nail found;
- 2. SOUTH 04 degrees 29 minutes 15 seconds EAST, 110.86 feet to a found 5/8-inch iron rod;
- 3. SOUTH 84 degrees 06 minutes 04 seconds WEST, 145.99 feet to a found 5/8-inch iron rod on the east right of way line of North Trenton Street, a 60-foot right of way, as evidenced by the Louisiana Department of Transportation Right of Way Map for I-541(2), State Project No. 740-00-27, by found monumentation, and by File No. C-10005 of said Conveyance Records:

THENCE NORTH 07 degrees 07 minutes 21 seconds WEST, 114.15 feet with the east right of way line of said North Trenton Street to the POINT OF BEGINNING, containing 0.3836 acres (16,711± square feet).

This description is based on the ALTA/NSPS Land Title Survey and plat or map made by Robert A. Hansen, Professional Land Surveyor No. 5159, dated September 17, 2021.

# EXHIBIT "B" LPPJ Property Description

#### QuikTrip Parcel to Purchase

### NW 1/4 OF NW 1/4 OF SECTION 24 TOWNSHIP 18 N, RANGE 3 W, NORTH OF RED RIVER LAND DISTRICT, LOUISIANA MERIDIAN CITY OF RUSTON, LINCOLN PARISH, LOUISIANA

Being a 27,083 square-foot tract of land situated within the NW 1/4 of NW 1/4 of Section 24, Township 18 N, Range 3 W, North of Red River Land District, Louisiana Meridian, Ruston City, Lincoln Parish, Louisiana and being portion of a called 5.003 acre tract of land as described in the Cash Sale Deed to Lincoln Parish Police Jury recorded under Instrument No. F44416 of the Conveyance Records of Lincoln Parish, Louisiana and a portion of Lot 1, Lincoln Parish Library Subdivision recorded under Instrument No. 0194400 of said Conveyance Records. Said 27,083 square-foot tract of land surveyed on the ground under the direction and supervision of Robert A. Hansen, Professional Land Surveyor No. 5159 and being more particularly described by metes and bounds as follows (the basis of bearings for this description is Grid North as established by GPS observation utilizing the Louisiana State Plane Coordinate System, Louisiana North Zone – 1701):

BEGINNING at a 5/8-inch capped iron rod stamped "MCKIM & CREED" found at the southwest corner of Lot 2 of said Lincoln Parish Library Subdivision and being on the east right of way line of North Trenton Street (State Highway No. 167), a 60-foot public right of way, as described in the deed recorded under Instrument No. C-10005 of said Conveyance Records and being the beginning of a non-tangent curve;

- THENCE the following four (4) calls coincident with the south line of said Lot 2 common with the north line of said Pine Avenue:
  - easterly with said non-tangent curve, concave to the northeast, having a radius of 30.00 feet and a chord bearing and distance of SOUTH 79 degrees 28 minutes 28 seconds EAST, 15.65 feet, an arc length of 15.83 feet to a found 5/8-inch capped iron rod stamped "MCKIM & CREED";
  - NORTH 85 degrees 36 minutes 03 seconds EAST, 102.69 feet to an "X" cut in concrete found at the beginning of a tangent curve;
  - northeasterly, with said tangent curve, concave to the northwest, having a radius of 25.00 feet and a chord bearing and distance of NORTH 40 degrees 48 minutes 43 seconds EAST, 35.22 feet, an arc length of 39.09 feet to a 5/8-inch capped iron rod stamped "MCKIM & CREED" found:
  - NORTH 03 degrees 58 minutes 37 seconds WEST, 6.97 feet to the northeast corner
    of said Lot 2, being on the south line of a 0.7143 acre tract of land as described in the
    Cash Sale Deed to QuikTrip Corporation recorded under Instrument No. 0190250 of
    said Conveyance Records;
- THENCE NORTH 82 degrees 41 minutes 00 seconds EAST, 35.46 feet to a PK Nail found at the southeast corner of said called 0.7143 acre tract of land and common with a reentrant corner of said Lot 1;
- THENCE NORTH 10 degrees 34 minutes 00 seconds WEST, 40.61 feet with the east line of said called 0.7143 acre tract of land and common with a west line of said Lot 1 to a Mag nail found at the southwest corner of Lot 3 of said Lincoln Parish Library Subdivision and common with the northwest corner of said Lot 1;
- THENCE the following four (4) calls coincident with the south line of said Lot 3;
  - NORTH 89 degrees 45 minutes 54 seconds EAST, 75.93 feet to a MAG nail found at the beginning of a tangent curve;

Page 1 of 2

1519 SURVEYING, LLC (A Bowman Company) 1200 West Magnolia Avenue, Suite 300 Fort Worth, Texas 76104 214-484-8586 VF-846

### QuikTrip Parcel to Purchase

## NW 1/4 OF NW 1/4 OF SECTION 24 TOWNSHIP 18 N, RANGE 3 W, NORTH OF RED RIVER LAND DISTRICT, LOUISIANA MERIDIAN CITY OF RUSTON, LINCOLN PARISH, LOUISIANA

- easterly with said tangent curve, concave to the north, having a radius of 85.00 feet and a chord bearing and distance of NORTH 80 degrees 54 minutes 30 seconds EAST, 26.17 feet, an arc length of 26.28 feet to a MAG nail found;
- NORTH 72 degrees 03 minutes 07 seconds EAST, 32.48 feet to a MAG nail found at the beginning of a tangent curve;
- 4. easterly with said tangent curve, concave to the south, having a radius of 115.00 feet and a chord bearing and distance of NORTH 75 degrees 37 minutes 55 seconds EAST, 14.36 feet, an arc length of 14.37 feet to a MAG nail found at the southeast corner of said Lot 3 and being on the west right of way line of North Vienna Street, a 60-foot public right of way, as shown on the Louisiana Department of Transportation Right of Way Map for I-541(2), State Project No. 740-00-27 and as evidenced by found monumentation;
- THENCE SOUTH 04 degrees 09 minutes 43 seconds EAST, 135.41 feet with the west right of way line of said North Vienna Street to a found 5/8-inch iron rod;
- THENCE SOUTH 04 degrees 52 minutes 54 seconds EAST, 1.96 feet with the west right of way line of said North Vienna Street to a 1/2-inch capped iron rod stamped "1519 SURVEYING" set;
- THENCE SOUTH 85 degrees 42 minutes 39 seconds WEST, 44.81 feet through the interior of said Lot 1 to a Mag nail with a washer stamped "1519 SURVEYING" set;
- THENCE SOUTH 89 degrees 45 minutes 54 seconds WEST, 274.89 feet through the interior of said Lot 1 to an "X" cut on the east right of way line of said North Trenton Street;
- THENCE NORTH 07 degrees 07 minutes 21 seconds WEST, 40.70 feet with the east right of way line of said North Trenton Street to the POINT OF BEGINNING, containing 27,083 square feet.

This description is based on the survey made by Robert A. Hansen, Professional Land Surveyor No. 5159, field date 2022-01-10, no depiction of this survey was requested for this legal description.

Robert A. Hansen

Professional Land Surveyor, No. 5159 Email: robert.hansen@1519llc.com

Date: 2022-01-11 LA-VF 846



# EXHIBIT "C" Pine Avenue (Pine Street) Abandonment

# EXHIBIT "D" Relocated Pine Avenue Servitude

EXHIBIT "E" Form of Replat

# EXHIBIT "F" Form of Development Agreement