

ACT OF CONVEYANCE

STATE OF LOUISIANA)
 :ss.
PARISH OF LINCOLN)

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified within and for the State and Parish as indicated, and in the presence of the undersigned competent witnesses, personally came and appeared:

LINCOLN PARISH POLICE JURY ("Police Jury" or "Grantor"), a political subdivision of the State of Louisiana, whose mailing address is P. O. Box 979, Ruston, Louisiana 71273, appearing herein by and through Richard I. Durrett, its duly authorized President, per attached Excerpt of Minutes of Regular Meeting of the Lincoln Parish Police Jury, and

CITY OF RUSTON, LOUISIANA ("City" or "Grantee"), a municipal corporation and political subdivision of the State of Louisiana, whose mailing address is Post Office Box 2069, Ruston, Louisiana, 71273-2069, appearing herein by and through Ronny Walker, its duly authorized Mayor,

who did covenant and agree as follows:

WHEREAS, by Quitclaim Deed (the "1992 Quitclaim") dated April 3, 1992, of record under Conveyance Book 800, Page 44, of the records of Lincoln Parish, Louisiana, the United States of America quitclaimed Lots 10, 11, 12, and the south 20 feet of Lot 9, Block D, City of Ruston, Parish of Lincoln, State of Louisiana, to (i) the Lincoln Parish Police Jury and (ii) the City of Ruston, subject to certain Land Use Restrictions. This tract includes the existing building known as the Federal Building (the "Federal Building") and its west parking area (sometimes the "Federal Building Tract").

WHEREAS, by Cooperative Endeavor Agreement (the "CEA") signed by the Police Jury on August 20, 1992 and signed by the City on August 17, 1992, the Police Jury and the City agreed to jointly own, operate and maintain the Federal Building Tract and the costs and expenses of maintenance and operation to be borne by each party.

WHEREAS, by Cash Sale Deed (the "1993 Sale") dated August 9, 1993, of record under Conveyance Book 847, Page 53, of the records of Lincoln Parish, Louisiana, Monica Renee Spearman sold the Thirteen and One-Third feet

(13 1/3) of Lot 9 and the adjoining Sixteen and Two-Thirds (16 2/3) feet of Lot 8 of Block D of the Town of Ruston, to (i) the City of Ruston and (ii) the Lincoln Parish Police Jury. This tract represents the north parking area of the Federal Building Tract (sometimes the "North Parking Area").

WHEREAS, by Act of Ratification dated August 19, 1993, of record under Conveyance Book 848, Page 28, of the records of Lincoln Parish, Louisiana, (i) the City of Ruston and (ii) the Lincoln Parish Police Jury ratified the sale of the North Parking Area referred to in the 1993 Sale.

WHEREAS, by Release of Land Use Restriction (the "Release") dated November 2, 2016, of record as Instrument No. F166159 of the records of Lincoln Parish, Louisiana, the United States of America, acting by and through U.S. General Services Administration, released the Land Use Restrictions relating to the Federal Building Tract referred to in the 1992 Quitclaim.

WHEREAS, by Act of Conveyance (the "2016 Conveyance") dated December 22, 2016, of record as Instrument No. F166137 of the records of Lincoln Parish, Louisiana, the Police Jury conveyed to the City, its interest in the Federal Building Tract for the consideration of the release of further liability for the costs and expenses of material and operating the Federal Building Tract.

WHEREAS, at the time of the 2016 Conveyance, there was no existing survey of the North Parking Area or the Federal Building Tract and the North Parking Area was inadvertently not included in the 2016 Conveyance.

WHEREAS, the City has entered into an agreement to convey the Federal Building Tract and the North Parking Area to the North Central Louisiana Arts Council ("NCLAC") for use as an art and cultural center.

WHEREAS, the Police Jury desires to convey its undivided interest in the North Parking Area to the City to alleviate further liability for maintenance and operational costs and expenses of the North Parking Area.

NOW, THEREFORE, the Police Jury and the City agree as follows:

§1. CONVEYANCE OF PROPERTY. Subject to the terms, conditions, limitations and reservations hereinafter stated, and for the

consideration hereinafter stated, the Police Jury acknowledges that the Police Jury has conveyed and delivered, and by these present does grant, convey and deliver unto the City, here present for the City's heirs, successors and assigns, and acknowledging the delivery and possession thereof, all and singular, together with all buildings and improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, all of the undivided interest of the Police Jury, being not less than an undivided one-half (1/2) interest, in the North Parking Area, being particularly described as follows:

Thirteen and One-Third feet (13 1/3rd) of Lot No. Nine (9) and the adjoining Sixteen and Two-Thirds feet (16 2/3rds') of Lot No. Eight (8) of Block D of the Town of Ruston, Louisiana, making a lot or parcel of ground which measures Thirty feet (30') front on Vienna Street by a depth of Ninety feet (90'), together with all the buildings, improvements, and appurtenances thereon and thereunto belonging pursuant to the map and plat of the original Town of Ruston, on file and of record in the Office of the Clerk of Court, Lincoln Parish, Louisiana

§1.2 PLAT. The North Parking Area is depicted on the attached Survey Plat (the "Plat") dated August 18, 2022, by Frank W. Miller, P.L.S.

§2. CONSIDERATION. The consideration for which this Conveyance is made is the mutual obligations of the City and the Police Jury set forth herein and the release of liability of the Police Jury for the costs and expenses of maintaining and operating the North Parking Area.

§3. ASSUMPTION OF LIABILITY. In consideration of the conveyance of the North Parking Area to the City, the City assumes all liability for the costs and expenses of maintaining and operating the North Parking Area after the execution of this Act of Conveyance.

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

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

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

(SIGNATURE PAGES FOLLOW)

THUS DONE AND SIGNED by LINCOLN PARISH POLICE JURY,
by and through Richard I. Durrett, its duly authorized President, in the presence
of the undersigned competent witnesses, and me, Notary, in the City of Ruston,
Parish of Lincoln, State of Louisiana, on this the _____ day of
_____, 2023.

WITNESSES:

LINCOLN PARISH POLICE JURY

By: _____
Richard I. Durrett, President

Print Name

Print Name

Notary Public

THUS DONE AND PASSED BY CITY OF RUSTON, LOUISIANA, by and through Ronny Walker, its duly authorized Mayor, in the presence of the undersigned competent witnesses, and me, Notary, in the City of Ruston, Parish of Lincoln, State of Louisiana, on this the _____ day of _____, 2023.

WITNESSES:

CITY OF RUSTON, LOUISIANA

By: _____
Ronny Walker, Mayor

Print Name

Print Name

Notary Public