



# **PUBLIC WORKS**

**Lincoln Parish Police Jury**

**Tuesday, June 14, 2022 at 6:00 PM**

**Jack Beard Room | 910 North Trenton Street, Ruston, LA 71270**

## **AGENDA**

In compliance with the Americans With Disabilities Act, individuals needing special accommodations during this meeting should notify the Lincoln Parish Police Jury at 318-513-6200 at least three working days before the meeting.

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### **COMMITTEE MEMBERS**

Logan Hunt, Chair; Theresa Wyatt, T.J. Cranford, Glenn Scriber, Matt Pullin

### **Call to Order**

### **Invocation**

### **Approval of Agenda**

### **Old Business**

### **New Business**

1. Accept Bids for Hot Mix
2. Accept Bids for Asphaltic Concrete Overlays (CIP 2022)
3. 2021 Capital Improvement Plan - Change Order No. 1 Burgessville Road
4. Approve Property Transfer Concerning QuikTrip
5. Declare 2007 Etnyre Chip Spreader (S# K6317) as Surplus Property

### **Other Business**

### **Adjournment**

P.O. Box 979 RUSTON, LOUISIANA 71273-0979  
PH: 1-318-513-6200 FAX: 1-318-513-6209



**BID TABULATION SHEET**

**Item #: Bituminous Hot Mix**

**Bid Date: Tuesday, June 7, 2022**

**Budgeted Amount: \$170,000.00**

**Notes:**

Description	Bidder: Amethyst	Previous Year Bid
BASE PRICE PER TON F.O.B BIDDER'S PLANT	\$99.00	\$83.50



**SHULER CONSULTING COMPANY**  
CIVIL ENGINEERING DESIGN & CONSULTING SERVICES

June 3, 2022

Mr. Doug Postel  
Parish Administrator  
Lincoln Parish Police Jury  
P. O. Box 979  
Ruston, LA 71273-0979

RE: 2022 Capital Improvement Plan,  
Asphaltic Concrete Overlays  
SCC Project No. 3268

Dear Mr. Postel:

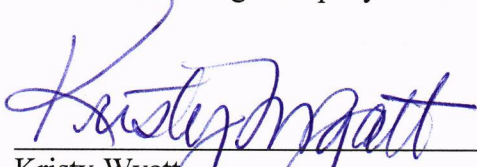
Please find enclosed Shuler Consulting Company's letter of recommendation to accept the bid of Amethyst Construction, Inc. in the amount of \$1,313,063.75 for the referenced project. A copy of the bids and bid tabulation are also enclosed for the Jury's records.

Also enclosed are four (4) originals of the Notice of Award, Construction Contract, and Notice to Proceed for review and signature by Mr. Durrett. Please note that you will also need to sign page five of the Construction Contract documents. Once signed, please return all originals to our office for signature by the contractor. Fully executed originals of each document will be returned to you once complete.

If you have any questions or concerns regarding these enclosures, feel free to contact this office at (318) 249-3030.

Sincerely,

Shuler Consulting Company

  
\_\_\_\_\_  
Kristy Wyatt  
Office and Project Manager

Enclosures



**SHULER CONSULTING COMPANY**  
CIVIL ENGINEERING DESIGN & CONSULTING SERVICES

June 3, 2022

Mr. Richard I. Durrett, President  
Lincoln Parish Police Jury  
P. O. Box 979  
Ruston, LA 71273-0979

Re: Recommendation of Contract Award  
Lincoln Parish Police Jury  
2022 Capital Improvement Plan, Asphaltic Concrete Overlays  
SCC Project No. 3268

Dear Mr. Durrett:


Following review of the bids received for the referenced project, Shuler Consulting Company hereby recommends that the Lincoln Parish Police Jury award this contract to Amethyst Construction, Inc. of West Monroe, Louisiana, for the bid amount of \$1,313,063.75.

Copies of the bids and the Bid Tabulation are enclosed.

Please contact this office should you have any questions regarding this recommendation.

Sincerely,

Shuler Consulting Company

  
Henry Shuler, P.E.

Enclosures

**NOTICE OF AWARD**

Date of Issuance:	June 15, 2022		
Owner:	Lincoln Parish Police Jury	Owner's Project No.:	
Engineer:	Shuler Consulting Company	Engineer's Project No.:	3268
Project:	2022 Capital Improvement Plan, Asphaltic Concrete Overlays		
Bidder:	Amethyst Construction, Inc.		
Bidder's Address:	215 Industrial Parkway, West Monroe, LA 71291		

You are notified that Owner has accepted your Bid dated May 17, 2022, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

**2022 Capital Improvement Plan, Asphaltic Concrete Overlays**

The Contract Price of the awarded Contract is **\$1,313,063.75**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Four (4) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner four (4) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): Furnish executed originals of the following:  
Certificate of Surety; Non-Collusion Affidavit; and Attestations Affidavit.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Lincoln Parish Police Jury**  
 By (signature): \_\_\_\_\_  
 Name (printed): Richard I. Durrett  
 Title: President  
 Copy: Engineer



**CHANGE ORDER NO.: 1**

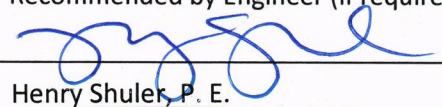
Owner:	Lincoln Parish Police Jury	Owner's Project No.:	
Engineer:	Shuler Consulting Company	Engineer's Project No.:	3185
Contractor:	Amethyst Construction, Inc.	Contractor's Project No.:	
Project:	2021 Capital Improvement Plan, Asphaltic Concrete Overlays		
Date Issued:		Effective Date of Change Order:	March 20, 2022


The Contract is modified as follows upon execution of this Change Order:

Description: 21'x30' transition and striping near Haddox Road; Final as-built quantities

Attachments: Change Order No. 1 Tabulation; Contractor Justification

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ <u>989,080.25</u>	Original Contract Times: Substantial Completion: <u>60</u> Ready for final payment: <u>90</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : \$ <u>0</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Substantial Completion: <u>0</u> Ready for final payment: <u>0</u>
Contract Price prior to this Change Order: \$ <u>989,080.25</u>	Contract Times prior to this Change Order: Substantial Completion: <u>60</u> Ready for final payment: <u>90</u>
<b>(Increase)</b> [Decrease] this Change Order: \$ <u>14,171.00</u>	<b>(Increase)</b> [Decrease] this Change Order: Substantial Completion: <u>86</u> Ready for final payment: <u>86</u>
Contract Price incorporating this Change Order: \$ <u>1,003,251.25</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>146</u> Ready for final payment: <u>176</u>

Recommended by Engineer (if required)  
By:   
Title: Henry Shuler, P. E.  
Date: 5-19-2020

Accepted by Contractor  
  
Benjamin L. Holdman, Vice-President  
5-12-22

Authorized by Owner  
By: \_\_\_\_\_  
Title: Richard I. Durrett, President  
Date: \_\_\_\_\_

Approved by Funding Agency (if applicable)  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PINE AVENUE DEDICATION**

**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 12,422 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 12,422 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):

COMMENCING 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; THENCE SOUTH 07 degrees 07 minutes 21 seconds EAST, 10.48 feet with the east right of way line of said North Trenton Street to a Mag nail with a washer stamped "1519 SURVEYING" set at the POINT OF BEGINNING;

THENCE NORTH 89 degrees 45 minutes 54 seconds EAST, 262.94 feet through the interior of said Lot 1;

THENCE NORTH 00 degrees 14 minutes 07 seconds WEST, 95.15 feet through the interior of said Lot 1 to the south line of Lot 3 of said Lincoln Parish Library Subdivision, being the beginning of a non-tangent curve;

THENCE the following three (3) calls coincident with the south line of said Lot 3:

1. easterly, with said non-tangent curve, concave to the north, having a radius of 85.00 feet and a chord bearing and distance of NORTH 74 degrees 08 minutes 29 seconds EAST, 6.20 feet, an arc length of 6.20 feet to a found Mag Nail;
2. NORTH 72 degrees 03 minutes 07 seconds EAST, 32.48 feet to a Mag Nail found at the beginning of a tangent curve;
3. 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 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, 34.19 feet with the west right of way line of said North Vienna Street to the beginning of a non-tangent curve, from which a found 5/8-inch iron rod bears SOUTH 04 degrees 09 minutes 43 seconds EAST, 101.22 feet;

THENCE the following five (5) calls through the interior of said Lot 1:


1. westerly, with said non-tangent curve, concave to the south, having a radius of 25.00 feet and a chord bearing and distance of SOUTH 88 degrees 41 minutes 22 seconds WEST, 14.32 feet, an arc length of 14.52 feet;

**PINE AVENUE DEDICATION**

**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**

- 2. SOUTH 72 degrees 03 minutes 07 seconds WEST, 9.31 feet;
  - 3. SOUTH 00 degrees 14 minutes 07 seconds EAST, 101.98 feet;
  - 4. SOUTH 85 degrees 42 minutes 39 seconds WEST, 14.46 feet to a set Mag Nail with washer stamped "1519 SURVEYING";
  - 5. SOUTH 89 degrees 45 minutes 54 seconds WEST, 274.89 feet to an "X" cut set on the east right of way line of said North Trenton Street;
- THENCE NORTH 07 degrees 07 minutes 21 seconds WEST, 30.22 feet with the east right of way line of said North Trenton Street to the POINT OF BEGINNING, containing 12,422 square feet.

This description is based on the survey made by Robert A. Hansen, Professional Land Surveyor No. 5159, dated 2022-01-25, titled "Pine Avenue Dedication" and is attached.

  
 Robert A. Hansen  
 Professional Land Surveyor, No. 5159  
 Email: rhansen@Bowman.com;  
 Date: 2022-01-25  
 LA-VF 846





**PINE AVENUE DEDICATION**

**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**

Line Table		
Line #	BEARING	DISTANCE
L1	N72°03'07"E	32.48'
L2	S04°09'43"E	34.19'
L3	S72°03'07"W	9.31'
L4	S85°42'39"W	14.46'
L5	N07°07'21"W	30.22'

PAYAL II, LLC  
INSTRUMENT  
NO. F74334  
C.R.L.P.L.

REALTY INCOME  
CORPORATION  
INSTRUMENT  
NO. F78230  
C.R.L.P.L.

LOT 2  
GRAHAM  
TRENTON-NORTH  
MINOR SUBDIVISION

GRAHAM  
PROPERTIES, LLC  
INSTRUMENT NO.  
F183719  
C.R.L.P.L.

**NORTH TRENTON STREET**  
RIGHT-OF-WAY STATE OF LOUISIANA  
(60' PUBLIC RIGHT-OF-WAY AS EVIDENCE BY  
DEPARTMENT OF HIGHWAYS AS EVIDENCE BY  
LADOT 1-541 (2) STATE PROJECT NO. 740-00-27  
ROUSTON-CHOUDRANT HIGHWAY LINCOLN PARISH)

**P.O.C.**  
FOUND IRON ROD  
WITH CAP STAMPED  
"MKM & CREED"

**P.O.B.**

QUIKTRIP CORPORATION  
INSTRUMENT NO. 0195001  
C.R.L.P.L.

QUIKTRIP CORPORATION  
INSTRUMENT NO. 0190250  
C.R.L.P.L.

QUIKTRIP CORPORATION  
INSTRUMENT NO. 0195001  
C.R.L.P.L.  
LOT 2  
INSTRUMENT NO. 0194400  
C.R.L.P.L.

LOT 3  
INSTRUMENT NO. 0194400  
C.R.L.P.L.

REMAINDER OF  
LINCOLN PARISH POLICE JURY  
INSTRUMENT NO. F44416  
C.R.L.P.L.

CAJUN LUBES, L.C.  
INSTRUMENT NO. F17981  
C.R.L.P.L.

**PINE AVENUE  
DEDICATION  
12,422 SQ. FT. OR**

LOT 1  
INSTRUMENT NO. 0194400  
C.R.L.P.L.

**NORTH VIENNA  
STREET**  
(VARIABLE WIDTH  
RIGHT-OF-WAY AS EVIDENCE  
BY LADOT 1-541 (2) STATE  
PROJECT NO. 740-00-27  
ROUSTON-CHOUDRANT  
HIGHWAY LINCOLN PARISH)

Curve Table					
Curve #	Length	Radius	Delta	CHORD BEARING	CHORD DISTANCE
C1	6.20'	85.00'	004°10'44"	N74°08'29"E	6.20'
C2	14.37'	115.00'	007°09'37"	N75°37'55"E	14.36'
C3	14.52'	25.00'	033°16'30"	S88°41'22"W	14.32'

- NOTES:
- (1) ALL BEARINGS ARE REFERENCED TO THE LOUISIANA STATE PLANE COORDINATE SYSTEM, LOUISIANA NORTH ZONE (1701) - GRID NORTH.
  - (2) NOT ALL EASEMENTS ARE SHOWN.
  - (4) THE PURPOSE OF THIS BOUNDARY SURVEY IS TO DEPICT THE AREA TO BE DEDICATED.
  - (5) SEE ATTACHED LEGAL DESCRIPTION OF EVEN DATE.
  - (6) THIS SURVEY IS CERTIFIED AS AUTHENTIC, THAT IT REPRESENTS A SURVEY PERFORMED UNDER THE DIRECTION AND SUPERVISION OF ROBERT A. HANSEN, PLS NO. 5159, AND THAT THIS PROPERTY BOUNDARY SURVEY IS IN ACCORDANCE WITH THE APPLICABLE STANDARDS OF PRACTICE AS STIPULATED IN LAC TITLE 46:LXI§2907 "PROPERTY BOUNDARY SURVEY", BASED ON CLASS B SURVEYS.

1519 SURVEYING, LLC (A BOWMAN COMPANY)		
1200 WEST MAGNOLIA AVENUE, SUITE 300 FORTH WORTH, TEXAS 76104		
Tel: 214-484-8586		
VF-846		
JOB NO. 10022	DRAWN BY: OIS	CAD FILE: PINE AVENUE RIGHT-OF-WAY DEDICATION - R1.DWG
PAGE 1 OF 1	CHK. BY: RAH	SCALE: 1" = 60'



LEGEND	
●	SET MAG NAIL WITH SHINER STAMPED "1519 SURVEYING" (UNLESS NOTED OTHERWISE)
○	CALCULATED POINT
---	PROPERTY LINE
---	PROPOSED EASEMENT LINE
C.R.L.P.L.	CONVEYANCE RECORDS LINCOLN PARISH, LOUISIANA

STATE OF LOUISIANA

ROBERT ALAN HANSEN  
License No. 5159  
PROFESSIONAL

ROBERT A. HANSEN  
PROFESSIONAL LAND SURVEYOR  
NO. 5159 DATE: 01/25/2022

Store #7221

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT**

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (the “Agreement”) is dated to be effective as of \_\_\_\_\_, 2022 (the “Effective Date”), and is made and entered into by and between LINCOLN PARISH POLICE JURY, a political subdivision of the State of Louisiana (“LPPJ”), QUIKTRIP CORPORATION, an Oklahoma corporation (“QT”, and along with LPPJ, each an “Owner” and collectively the “Owners”), and the CITY OF RUSTON (the “City”).

RECITALS

A. Concurrently herewith, QT and LPPJ have conveyed a parcel of real property to each other in an Act of Exchange, such parcels being those certain parcels of land located in the City of Ruston, Lincoln Parish, Louisiana, with the parcel having been conveyed by QT to LPPJ being legally described and depicted on Exhibit A (the “Former QT Property”) and the parcel having been conveyed by LPPJ to QT legally described and depicted on Exhibit B (the “Former LPPJ Property”), which exhibits are attached hereto and incorporated herein.

B. After having been conveyed the Former LPPJ Property, QT is now the owner of that certain parcel of land containing approximately 27,082 square feet (the “QT Property”), for purposes of a commercial development (the “Development”).

B. After having been conveyed the Former QT Property, LPPJ is the owner of that certain parcel of land contiguous to the QT Property, containing approximately 4.551 acres, legally described on Exhibit C attached hereto (the “LPPJ Property”). The QT Property and the LPPJ Property are sometimes referred to herein each as a “Parcel” or collectively the “Parcels”.

C. LPPJ, QT and the City have previously entered into a Development Agreement dated December \_\_, 2020 (the “Prior Development Agreement”). This Agreement amends, restates and replaces the Prior Development Agreement as of the Effective Date. The Agreement constitutes the entirety of the agreements of the parties with respect to the subject matter contained herein. Any and all duties and obligations arising under the Prior Development Agreement, including the Improvements as defined therein), that have not been required to be performed and have not been performed by the Effective Date are deleted and are hereby superseded and replaced in their entirety by the terms, conditions and obligations of this Agreement.

D. Pine Avenue, a City street, is situated pursuant to the actions undertaken in connection with the Prior Development Agreement. Pine Avenue shall require relocation and reconstruction of a portion of Pine Avenue in connection with the Development, pursuant to a servitude upon a portion of the QT Property.

E. LPPJ, QT and the City wish to memorialize agreements regarding the development and construction of certain roadway improvements along certain portions of the shared boundary between Parcels and the payment of the costs thereof, all as more particularly provided for herein.

F. The Recitals are an integral part of this Agreement and are incorporated herein by reference as though set forth in full herein.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners, intending to be legally bound, agree as follows:

1. **Certain Definitions.** As used herein, the following capitalized terms have the following meanings:

(a) “Improvements” means the proposed paved roadway, curbs and related improvements to Pine Avenue to be located within the New Servitude Area as well as those improvements to the LPPJ Property, shown on the Plans, including the removal of certain paving improvements thereon .

(b) “Plans” means those plans and specifications for the construction of the Improvements prepared by QT’s engineer, which plans and specifications include the requirements and procedures set forth in Sec. 24-25 of the Code of Ordinances of the City, previously approved by the City, LPPJ and QT, and on file with the City, LPPJ and QT, prepared by Vilbig and Associates PLLC for Project No. 2016-06, and designated as [Demolition Plan (Sheet No C030), Site Plan (Sheet No. C100), Grading Plan (Sheet No. C110), and Landscape Plan (Sheet No. L100).].

(c) “New Servitude” means that certain servitude located within the New Servitude Area as dedicated by QT to the City (by plat or separate agreement).

(d) “New Servitude Area” means the area described by metes and bounds and labeled as “Pine Avenue Dedication” on Exhibit D attached hereto, on which the Improvements shall be constructed and the New Servitude shall be located.

2. **Revocation and Dedication of Pine Avenue Servitudes.**

(a) A portion of the Parcels are situated within the existing servitude for Pine Avenue, which portion is described by metes and bounds and labeled as the “Pine Avenue (Pine Street) Abandonment Area” on Exhibit E attached hereto. The City shall revoke the existing Pine Avenue servitude with respect to all of the Abandonment Parcel immediately upon QT’s substantial completion (as reasonably determined by QT’s engineer and the City’s Public Works Director) of the Improvements in accordance with the Plans. The revocation shall be conditioned on QT dedicating to the City the New Servitude over the New Servitude Area and effective as of the date QT substantially completes the Improvements in accordance with the Plans.

(b) In order to facilitate the relocation and reconstruction of a portion of Pine Avenue in connection with the current ownership of the Parcels and revocation of the Pine Avenue servitude with respect to all of the Abandonment Parcel, QT shall, concurrently with the revocation described in Section 2(a), convey and dedicate to the City the New Servitude over the New Servitude Area.

3. **Construction of Improvements.**

(a) On or before the date that is twenty-four (24) months after the Effective Date, and at QT’s sole cost and expense, QT shall cause the Improvements to be constructed substantially in accordance with the Plans.

(b) LPPJ hereby grants to QT a temporary servitude over, on, across and under the LPPJ Property for purposes of, and to the extent necessary for, constructing and completing the Improvements, the improvements pursuant to the Plans and all other activities necessary for such construction and completion.

(c) At all times during construction of the Improvements, QT shall ensure that public vehicle access is available along Pine Avenue or a reasonably equivalent route.

(d) QT shall require all contractors performing the Improvements to be licensed, sufficiently bonded and insured, and reasonably experienced to the extent necessary to adequately perform the Improvements in accordance with the Plans.

4. **Maintenance and Repair Following Construction.** From and after one (1) year from substantial completion of the Improvements (as reasonably determined by QT's engineer and the City's Public Works Director), the City shall be responsible for any and all maintenance and repair of the Servitude Area and the Improvements.

5. **Successors and Assigns.** This Agreement and each and all of the covenants and obligations herein shall be binding upon and inure to the benefit of the City, the Owners and their respective successors and permitted assigns. Except with the written consent of the other Owner and the City, neither Owner may assign its rights and obligations hereunder to another party, except QT may assign its rights and obligations hereunder in connection with a transfer of the fee interest in the QT Property as part of a sale-leaseback transaction.

#### 6. **Miscellaneous**

(a) Time is of the essence of this Agreement and of each provision hereof.

(b) This Agreement may only be modified or amended in writing executed by each of the Owners and the City.

(c) No waiver of any default by either Owner or the City shall be implied from any omission by the other Owner or the City to take any action in respect of such default if such default continues or is repeated. No express written waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more written waivers of any default in the performance of any term, provision or covenant contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Agreement. The consent or approval by an Owner or the City to or of any act or request by the other Owner or the City requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent or similar acts or requests.

(d) Any notice under this Agreement must be in writing and must be sent to the appropriate notice address by (i) personal delivery, (ii) a recognized overnight courier, or (iii) facsimile transmission with machine generated electronic confirmation of delivery. Notice by personal delivery or overnight courier shall be effective upon receipt or attempted delivery, and notice by facsimile transmission shall be effective upon electronic verification of receipt. The proper address and email address for each Owner are as follows:

If to LPPJ: Lincoln Parish Police Jury  
100 West Texas Avenue, #301  
Ruston, Louisiana 71270  
Attention: Administration

If to QT: QuikTrip Corporation  
1120 North Industrial Boulevard  
Euless, Texas 76039  
Attention: Director of Real Estate

With a copy to: QuikTrip Corporation  
4705 South 129<sup>th</sup> E. Avenue  
Tulsa, OK 74134-7008  
Attention: General Counsel

If to the City: City of Ruston  
701 East Tennessee Avenue  
Ruston, Louisiana 71270  
Attention: John Freeman

(e) The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference. Should there be any conflict between a caption and the provisions of the corresponding section or subsection, the provisions of the corresponding section or subsection, and not such caption, shall control and govern the construction and interpretation of this Agreement. Unless the context otherwise requires, singular nouns and pronouns used in this Agreement are to be construed as including the plural thereof.

(f) If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstance, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

(g) Each of the Owners acknowledges that it and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Owner shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

(h) In the event of a dispute or claim under this Agreement, the Owners and the City submit to the exclusive jurisdiction of the state and federal courts located in Lincoln Parish, Louisiana. In addition to any other relief to which it may be entitled, the prevailing party or parties shall be entitled to recover its reasonable attorneys' fees and costs incurred in regard to such dispute or claim.

(i) THE OWNERS EXPRESSLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY OF ANY CLAIMS DIRECTLY OR INDIRECTLY ARISING OUT OF THIS AGREEMENT.

(j) THIS AGREEMENT AND ANY EXHIBITS ATTACHED TO THIS AGREEMENT CONTAIN THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO



WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND NO PROMISE, REPRESENTATION, WARRANTY OR COVENANT NOT INCLUDED IN THIS AGREEMENT OR ANY SUCH REFERENCED EXHIBITS HAS BEEN OR IS RELIED UPON OR MADE BY ANY PARTY HERETO. No modification or amendment of this Agreement shall be of any force or effect unless made in a written agreement executed by the City, QT and LPPJ.

(k) Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the State of Louisiana, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Unless otherwise expressly provided for in this Agreement, the time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 11:59 o'clock p.m., Central Standard Time, or Central Daylight Standard Time, as applicable, on the last day of the applicable time period provided for in this Agreement.

(l) Notwithstanding anything to the contrary contained in this Agreement, none of the directors, officers, shareholders, members, managers, partners, employees, contractors or agents of LPPJ, QT or their constituent parties nor any other person, partnership, corporation, company, or trust, as principal of LPPJ or QT, whether disclosed or undisclosed (collectively, the "Exculpated Parties") shall have any personal obligation or liability hereunder, and neither LPPJ nor QT shall seek to assert any claim or enforce any of its rights hereunder against any Exculpated Party. The provisions of this Section shall survive the termination or the expiration of this Agreement.

(m) Unless otherwise provided in this Agreement, whenever a party's approval is required under this Agreement, such party shall not unreasonably withhold, condition or delay such approval. If a party shall disapprove, the reasons therefor shall be stated in reasonable detail in writing.

(n) Each party hereto represents and warrants to the others that (i) it has full right and authority to enter into this Agreement and to consummate the transactions contemplated in this Agreement, (ii) each of the persons executing this Agreement on behalf of such party is authorized to do so, and (iii) this Agreement constitutes a valid and legally binding obligation of such party, enforceable in accordance with its terms.

(o) It is understood that this Agreement creates no partnership, joint venture or other legal entity among the parties hereto. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Agreement, and no such other person, firm, organization or corporation shall have any right or cause of action under this Agreement.

(p) The parties hereto shall keep the terms of this Agreement strictly confidential and shall not disclose or permit their respective managers, members, shareholders, directors, partners, officers, employees, contractors or agents to disclose such terms, except (i) as required by applicable law and (ii) as may be reasonably necessary for the performance of transactions contemplated by this Agreement.

(q) This Agreement may be executed in counterparts, all of which together shall constitute one and the same agreement.

*[Signatures appear on next page.]*

IN WITNESS WHEREOF, LPPJ, QT and the City have executed this Amended and Restated Development Agreement as of the Effective Date.

**LPPJ:**

LINCOLN PARISH POLICE JURY,  
a political subdivision of the State of Louisiana

By: \_\_\_\_\_  
Name: Richard I. Durrett  
Title: President

**QT:**

QUIKTRIP CORPORATION,  
an Oklahoma corporation

By: \_\_\_\_\_  
Name: Joseph S. Faust  
Title: Assistant Secretary

**CITY:**

CITY OF RUSTON

By: \_\_\_\_\_  
Name: Ronny Walker  
Title: Mayor

**EXHIBIT A**  
**Legal Description of Former QT Property**

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**  
**Legal Description of Former LPPJ Property**

**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:

1. 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";
2. 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;
3. 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;
4. 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 re-entrant 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:

1. NORTH 89 degrees 45 minutes 54 seconds EAST, 75.93 feet to a MAG nail found at the beginning of a tangent curve;

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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**

2. 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;
3. 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**  
**Legal Description of LPPJ Property**

Being a 4.551 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 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, all of a called 0.3836 acre tract of land as described in the deed to Lincoln Parish Police Jury recorded under Instrument No. \_\_\_\_\_ of said Conveyance Records and a portion of Lot 1, Lincoln Parish Library Subdivision recorded under Instrument No. 0194400 of said Conveyance Records. Said 4.551 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):

COMMENCING at a 5/8-inch iron rod "bent" found at the northwest corner of Lot 2 of said Lincoln Parish Library Subdivision and being 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 SOUTH 07 degrees 07 minutes 21 seconds EAST, 61.15 feet with the east right of way line of said North Trenton Street to a 1/2-inch capped iron rod stamped "1519 SURVEYING" set at the POINT OF BEGINNING;

THENCE NORTH 89 degrees 45 minutes 54 seconds EAST, 274.89 feet through the interior of said Lot 1 to a 1/2-inch capped iron rod stamped "1519 SURVEYING" set;

THENCE NORTH 85 degrees 42 minutes 39 seconds EAST, 44.81 feet through the interior of said Lot 1 to a 1/2-inch capped iron rod stamped "1519 SURVEYING" set 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, from which a found 5/8-inch iron rod bears NORTH 04 degrees 52 minutes 54 seconds WEST, 1.96 feet;

THENCE SOUTH 04 degrees 52 minutes 54 seconds EAST, 16.55 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 04 degrees 34 minutes 23 seconds EAST, 467.92 feet with the west right of way line of said North Vienna Street to a found bent 5/8-inch iron rod;

THENCE SOUTH 03 degrees 45 minutes 06 seconds EAST, 148.78 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 at the intersection of the west right of way line of said North Vienna Street with the north right of way line of Goode Avenue, a variable width right of way (no recording document found);

THENCE SOUTH 83 degrees 36 minutes 31 seconds WEST, 293.74 feet with the north right of way line of said Goode Avenue to a 5/8-inch iron rod found at its intersection with the east right of way line of said North Trenton Street;

THENCE NORTH 06 degrees 29 minutes 12 seconds WEST, 254.22 feet with the east line of said North Trenton Street to a 1/2-inch capped iron rod stamped "1519 SURVEYING" set;

THENCE NORTH 06 degrees 24 minutes 30 seconds WEST, 276.11 feet with the east right of way line of said North Trenton Street to a 5/8-inch iron rod found at the southwest corner of said called 0.3836 acre tract of land;

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 a 5/8-inch iron rod found at the northwest corner of said called 0.3836 acre tract of land, common with a salient corner of said Lot 1;

THENCE NORTH 07 degrees 07 minutes 21 seconds WEST, 19.52 feet with the east right of way line of said North Trenton Street to the POINT OF BEGINNING, containing 4.551 acres.

**EXHIBIT D**  
**Pine Avenue Dedication**

[ See Attached ]

**EXHIBIT E**  
**Pine Avenue (Pine Street) Abandonment**

[ See Attached ]



## 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:

**1. 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 (1) 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 LPPJ 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.

**14. 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.

**15. 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.

**17. 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  
1120 North Industrial Boulevard  
Eules, 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:

1. 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";
2. 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;
3. 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;
4. 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 re-entrant 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;

1. NORTH 89 degrees 45 minutes 54 seconds EAST, 75.93 feet to a MAG nail found at the beginning of a tangent curve;

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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**

2. 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;
  3. 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

[See attached]

EXHIBIT "D"  
Relocated Pine Avenue Servitude

[See attached]



EXHIBIT "E"  
Form of Replat

[See attached]

EXHIBIT "F"  
Form of Development Agreement

[See attached]